



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

Tuesday, August 6, 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

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|----|----------|---|---------------------------------|
| 1. | Internal | Consideration and action to Re-Appoint Susan DeJong to the Arts & Cultural Advisory Commission, term expiration June 30, 2029. | Kristi Passarelli
City Clerk |
| 2. | Internal | Consideration and action to Appoint Hassan Rasul to the Arts & Cultural Advisory Commission, term expiration June 30, 2029. | Kristi Passarelli
City Clerk |
| 3. | Internal | Consideration and action to Re-Appoint Tatiana Young to the Audit Committee, term expiration June 30, 2029. | Kristi Passarelli
City Clerk |
| 4. | Internal | Consideration and action to Re-Appoint Barbara Minick to the Board of Trustees – Health Benefits Trust Fund Board, term expiration June 30, 2029. | Kristi Passarelli
City Clerk |
| 5. | Internal | Consideration and action to Appoint Tomasina DiCapo to fill the vacancy on the Library Advisory Commission, term expiration June 30, 2027. | Kristi Passarelli
City Clerk |
| 6. | Internal | Consideration and action to Appoint Jeffrey Stockdale to the Personnel Appeals Board, term expiration June 30, 2029. | Kristi Passarelli
City Clerk |
| 7. | Internal | Consideration and action to Appoint Cathy Simcox to the Personnel Appeals Board, term expiration June 30, 2029. | Kristi Passarelli
City Clerk |
| 8. | Internal | Consideration and action to Re-Appoint Jared Holland to the Planning & Zoning Commission, term expiration June 30, 2029. | Kristi Passarelli
City Clerk |
| 9. | Internal | Consideration and action to Appoint Anthony Spata to the Planning & Zoning Commission, term expiration June 30, 2029. | Kristi Passarelli
City Clerk |

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|-----|----------|--|---------------------------------|
| 10. | Internal | Consideration and action to Appoint Kevin Perry to the Planning & Zoning Commission, term expiration June 30, 2029. | Kristi Passarelli
City Clerk |
| 11. | Internal | Consideration and action to Re-Appoint John Billcheck to the Veterans Disability & Human Services Commission, term expiration June 30, 2029. | Kristi Passarelli
City Clerk |
| 12. | Internal | Consideration and action to Appoint Allison Wisnewski to the Veterans Disability & Human Services Commission, term expiration June 30, 2029. | Kristi Passarelli
City Clerk |

G. Call To The Public

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

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

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|-----|------------|--|---------------------------------|
| 13. | Internal | Consideration and action to approve the June 18, 2024 Regular Work Session Minutes, and Regular City Council Meeting Minutes. | Kristi Passarelli
City Clerk |
| 14. | District 1 | Consideration and action pertaining to the City of Surprise declaring its intention to create a lighting improvement district known as SU-EllenRanch218 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2024-101. | Kristin Tytler
Public Works |
| 15. | District 2 | Consideration and action pertaining to enlarging an existing lighting improvement district known as City of Surprise, Arizona, SU-Park Place 183 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-89. | Kristin Tytler
Public Works |
| 16. | District 1 | Consideration and action pertaining to enlarging an existing lighting improvement district known as City of Surprise, Arizona, SU-WINDSTERNCH205 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities | Kristin Tytler
Public Works |

		and energy for lighting the public streets; Resolution #2024-90.	
17.	Citywide	Consideration and action pertaining to approval of the Extinguishment Credits Purchase and Sale Agreement with Estrella South LLC for the acquisition of 5,080 acre-feet of extinguishment credits at a total purchase price of \$1,600,200.00; Resolution #2024-118.	Michael Boule Water Resource Management
18.	Citywide	Consideration and action pertaining to the adoption of the amended Veterans, Disability & Human Services Strategic Plan.	Danielle Osborne Human Svcs and Comm Vitality
19.	Citywide	Consideration and action pertaining to approval of the Independent Contractor Agreement with Arizona Community Action Association DBA Wildfire, accepting grant funding, and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$26,700 for the Utility Assistance Program; Resolution #2024-116.	Jennifer Cornelius Human Svcs and Comm Vitality
20.	Citywide	Consideration and action pertaining to approval of a grant renewal amendment with First Things First, accepting grant funding, and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$250,000 for Early Childhood Programming; Resolution #2024-115.	Jennifer Cornelius Human Svcs and Comm Vitality
21.	Citywide	Consideration and action pertaining to approval of Amendment No. 1 to the intergovernmental Agreement with Maricopa County for Homeless Outreach and Navigation Services; Resolution #2024-110.	Adam Lane Human Svcs and Comm Vitality
22.	Citywide	Consideration and action pertaining to approval of the Contract for Services with Area Agency on Aging, accepting grant funding, and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$92,000 for the Congregate Meal Program; Resolution #2024-117.	Trisha Weston Human Svcs and Comm Vitality
23.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Sunshine Estates" and dated May 6, 2024, a property located south of the intersection of Jomax Road and 237 th Avenue; Case FS23-0870.	Lloyd Abrams Community Development
24.	District 3	Consideration and action pertaining to acceptance of a Quit Claim Deed for dedication of right-of-way from Mattamy Arizona LLC at 175 th Avenue and Sweetwater Avenue.	Lloyd Abrams Community Development
25.	District 3	Consideration and action pertaining to acceptance of a Quit Claim Deed for dedication of right-of-way from Suburban Land Reserve at Cotton Lane and Cactus Road.	Lloyd Abrams Community Development
26.	District 6	Consideration and action to accept a Water Meter Easement from Marley Park West LLC, near Litchfield and Waddell Roads.	Lloyd Abrams Community Development
27.	District 1	Consideration and action to accept a Warranty Deed for dedication of right-of-way from 163 Surprise LLC for right of way at 163 rd Avenue and Happy Valley Road.	Lloyd Abrams Community Development

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|-----|------------|---|--|
| 28. | District 1 | Consideration and action to accept a Drainage Easement from 163 Surprise LLC along Happy Valley Road at 163 rd Avenue. | Lloyd Abrams
Community
Development |
| 29. | District 3 | Consideration and action pertaining to approval of the Map of Dedication entitled, "Prasada Phase 2, Hearn Road" and dated June 12, 2024, a site generally located on the northwest corner of Waddell Road and Prasada Parkway; Case FS23-1062. | Lloyd Abrams
Community
Development |
| 30. | District 5 | Consideration and action pertaining to approval of the Final Plat entitled, "The Pointe at Surprise" and dated May 14, 2024, a site generally located on the northeast corner of Reems Road and Tierra Buena Lane; Case #FS22-0858. | Lloyd Abrams
Community
Development |
| 31. | District 3 | Consideration and action pertaining to acceptance of a Quit Claim Deed for dedication of right-of-way from Suburban Land Reserve, at Perryville and Cactus Roads. | Lloyd Abrams
Community
Development |
| 32. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, " A Portion of Lot 13 'Beardsley Ranchitos #1 Replat'" and dated May 22, 2024, a property generally located on the northwest corner of Enoch Drive and 181 st Drive; Case FS24-0051. | Lloyd Abrams
Community
Development |

REGULAR AGENDA ITEM - PUBLIC HEARING:

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|-----|------------|--|--|
| 33. | District 3 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 291891, requested by Andrea Lewkowitz, for Lou Malnati's Pizzeria for Series 12 Liquor License. Lou Malnati's Pizzeria is located at 13382 N Prasada Parkway, Surprise, AZ 85388. | Kristi Passarelli
City Clerk |
| 34. | District 3 | Consideration and action pertaining to approval of a Comprehensive Sign Program for the Sycamore Farms/Cactus 303 project, generally located at the southwest corner of Cactus Road and Sarival Avenue; Case #FS24-0001. | Lloyd Abrams
Community
Development |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

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|-----|------------|---|--|
| 35. | District 1 | Consideration and action pertaining to approval of a Pre-Annexation Development Agreement between the City of Surprise and the Wong family; Resolution #2024-113. | Lloyd Abrams
Community
Development |
| 36. | District 1 | Consideration and action pertaining to acceptance of a Warranty Deed for dedication of right-of-way from the Wong Revocable Living Trust along 163 rd Avenue between Grand Avenue and Pat Tillman Boulevard. | Lloyd Abrams
Community
Development |
| 37. | District 1 | Consideration and action pertaining to approval of a Pre-Annexation Development Agreement between the City of Surprise and the Morgan family; Resolution #2024-112. | Lloyd Abrams
Community
Development |
| 38. | District 1 | Consideration and action pertaining to acceptance of a Warranty Deed for dedication of right of way from Carey and Lauren Morgan along 163 rd Avenue between Grand Avenue and Pat Tillman Boulevard. | Lloyd Abrams
Community
Development |

39. Citywide Consideration and action pertaining to the adoption of a resolution authorizing all matters necessary to sell and issue General Obligation Bonds of the City; Resolution #2024-120. Andrea Davis Finance

- I. Other Business and Future Agenda Items
J. City Council Reports
K. Executive Session

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

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

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

The council may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

40. Internal Consideration and action to recess into executive session to discuss and consider end of year evaluations and Fiscal Year 2025 goals for the City Manager, City Clerk, City Auditor, and City Attorney pursuant to A.R.S. 38-431.03 (A)(1). Human Resources

- L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, August 1st, 2024 @ 10:00 AM

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

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

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to Re-Appoint Susan DeJong to the Arts & Cultural Advisory Commission, term expiration June 30, 2029.

Motion:

I move to Re-Appoint Susan DeJong to the Arts & Cultural Advisory Commission, term expiration June 30, 2029.

Background:

Sec. 2-296. - Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a)

Application process.

(1)

Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.

(2)

The city clerk will maintain and distribute applications to all persons interested in being a member of a public body.

(3)

All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations

committee decides to open the reappointment process to competition. Notice of the nomination committee's decision will be provided to the member no less than ten business days after referral by the city clerk. The committee's decision is final and may be with or without cause.

(4)

All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b)

Boards and commissions nominations committee.

(1)

The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

(2)

The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.

(3)

The nominations committee will interview all qualified applicants. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.

(4)

The committee will submit the names of qualified applicants selected for nomination to a public body to the city clerk on an agenda action form. The committee, in its sole discretion, may submit the name of a qualified applicant who has completed the application process through interview, for any subsequent vacancy occurring within ninety days of the applicant's interview. In the event the committee exercises this discretion, the application process set forth in this section is waived.

(5)

The committee shall investigate and resolve, short of removal, any allegation of nonfeasance or malfeasance against a public body member. In the event the committee is unable to satisfactorily resolve the matter, or because of the severity of the substantiated conduct, the committee concludes removal is appropriate, the committee shall submit a report including findings and conclusions and a recommendation to city council for consideration and action. In administering this provision, the committee's actions should be progressive, from least punitive to the most punitive measure.

(c)

Appointment.

(1)

The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.

(2)

Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.

(3)

The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2018-11, § 1, 8-7-18)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to Appoint Hassan Rasul to the Arts & Cultural Advisory Commission, term expiration June 30, 2029.

Motion:

I move to Appoint Hassan Rasul to the Arts & Cultural Advisory Commission, term expiration June 30, 2029.

Background:

Sec. 2-296. - Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

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All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations

committee decides to open the reappointment process to competition. Notice of the nomination committee's decision will be provided to the member no less than ten business days after referral by the city clerk. The committee's decision is final and may be with or without cause.

(4)

All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b)

Boards and commissions nominations committee.

(1)

The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

(2)

The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.

(3)

The nominations committee will interview all qualified applicants. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.

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Appointment.

(1)

The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.

(2)

Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.

(3)

The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2018-11, § 1, 8-7-18)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to Re-Appoint Tatiana Young to the Audit Committee, term expiration June 30, 2029.

Motion:

I move to Re-Appoint Re-Appoint Tatiana Young to the Audit Committee, term expiration June 30, 2029.

Background:

Sec. 2-296. - Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

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committee decides to open the reappointment process to competition. Notice of the nomination committee's decision will be provided to the member no less than ten business days after referral by the city clerk. The committee's decision is final and may be with or without cause.

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Boards and commissions nominations committee.

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The nominations committee will interview all qualified applicants. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.

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(1)

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(2)

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(3)

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(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2018-11, § 1, 8-7-18)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to Re-Appoint Barbara Minick to the Board of Trustees – Health Benefits Trust Fund Board, term expiration June 30, 2029.

Motion:

to Re-Appoint Barbara Minick to the Board of Trustees – Health Benefits Trust Fund Board, term expiration June 30, 2029.

Background:

Sec. 2-296. - Member selection and replacement process.

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committee decides to open the reappointment process to competition. Notice of the nomination committee's decision will be provided to the member no less than ten business days after referral by the city clerk. The committee's decision is final and may be with or without cause.

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(3)

The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2018-11, § 1, 8-7-18)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to Appoint Tomasina DiCapo to fill the vacancy on the Library Advisory Commission, term expiration June 30, 2027.

Motion:

I move to Appoint Tomasina DiCapo to fill the vacancy on the Library Advisory Commission, term expiration June 30, 2027.

Background:

Sec. 2-296. - Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a)

Application process.

(1)

Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.

(2)

The city clerk will maintain and distribute applications to all persons interested in being a member of a public body.

(3)

All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations

committee decides to open the reappointment process to competition. Notice of the nomination committee's decision will be provided to the member no less than ten business days after referral by the city clerk. The committee's decision is final and may be with or without cause.

(4)

All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b)

Boards and commissions nominations committee.

(1)

The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

(2)

The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.

(3)

The nominations committee will interview all qualified applicants. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.

(4)

The committee will submit the names of qualified applicants selected for nomination to a public body to the city clerk on an agenda action form. The committee, in its sole discretion, may submit the name of a qualified applicant who has completed the application process through interview, for any subsequent vacancy occurring within ninety days of the applicant's interview. In the event the committee exercises this discretion, the application process set forth in this section is waived.

(5)

The committee shall investigate and resolve, short of removal, any allegation of nonfeasance or malfeasance against a public body member. In the event the committee is unable to satisfactorily resolve the matter, or because of the severity of the substantiated conduct, the committee concludes removal is appropriate, the committee shall submit a report including findings and conclusions and a recommendation to city council for consideration and action. In administering this provision, the committee's actions should be progressive, from least punitive to the most punitive measure.

(c)

Appointment.

(1)

The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.

(2)

Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.

(3)

The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2018-11, § 1, 8-7-18)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to Appoint Jeffrey Stockdale to the Personnel Appeals Board, term expiration June 30, 2029.

Motion:

I move to Appoint Jeffrey Stockdale to the Personnel Appeals Board, term expiration June 30, 2029.

Background:

Sec. 2-296. - Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a)

Application process.

(1)

Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.

(2)

The city clerk will maintain and distribute applications to all persons interested in being a member of a public body.

(3)

All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations

committee decides to open the reappointment process to competition. Notice of the nomination committee's decision will be provided to the member no less than ten business days after referral by the city clerk. The committee's decision is final and may be with or without cause.

(4)

All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b)

Boards and commissions nominations committee.

(1)

The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

(2)

The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.

(3)

The nominations committee will interview all qualified applicants. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.

(4)

The committee will submit the names of qualified applicants selected for nomination to a public body to the city clerk on an agenda action form. The committee, in its sole discretion, may submit the name of a qualified applicant who has completed the application process through interview, for any subsequent vacancy occurring within ninety days of the applicant's interview. In the event the committee exercises this discretion, the application process set forth in this section is waived.

(5)

The committee shall investigate and resolve, short of removal, any allegation of nonfeasance or malfeasance against a public body member. In the event the committee is unable to satisfactorily resolve the matter, or because of the severity of the substantiated conduct, the committee concludes removal is appropriate, the committee shall submit a report including findings and conclusions and a recommendation to city council for consideration and action. In administering this provision, the committee's actions should be progressive, from least punitive to the most punitive measure.

(c)

Appointment.

(1)

The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.

(2)

Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.

(3)

The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2018-11, § 1, 8-7-18)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to Appoint Cathy Simcox to the Personnel Appeals Board, term expiration June 30, 2029.

Motion:

I move to Appoint Cathy Simcox to the Personnel Appeals Board, term expiration June 30, 2029.

Background:

Sec. 2-296. - Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a)

Application process.

(1)

Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.

(2)

The city clerk will maintain and distribute applications to all persons interested in being a member of a public body.

(3)

All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations

committee decides to open the reappointment process to competition. Notice of the nomination committee's decision will be provided to the member no less than ten business days after referral by the city clerk. The committee's decision is final and may be with or without cause.

(4)

All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b)

Boards and commissions nominations committee.

(1)

The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

(2)

The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.

(3)

The nominations committee will interview all qualified applicants. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.

(4)

The committee will submit the names of qualified applicants selected for nomination to a public body to the city clerk on an agenda action form. The committee, in its sole discretion, may submit the name of a qualified applicant who has completed the application process through interview, for any subsequent vacancy occurring within ninety days of the applicant's interview. In the event the committee exercises this discretion, the application process set forth in this section is waived.

(5)

The committee shall investigate and resolve, short of removal, any allegation of nonfeasance or malfeasance against a public body member. In the event the committee is unable to satisfactorily resolve the matter, or because of the severity of the substantiated conduct, the committee concludes removal is appropriate, the committee shall submit a report including findings and conclusions and a recommendation to city council for consideration and action. In administering this provision, the committee's actions should be progressive, from least punitive to the most punitive measure.

(c)

Appointment.

(1)

The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.

(2)

Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.

(3)

The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2018-11, § 1, 8-7-18)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to Re-Appoint Jared Holland to the Planning & Zoning Commission, term expiration June 30, 2029.

Motion:

I move to Re-Appoint Jared Holland to the Planning & Zoning Commission, term expiration June 30, 2029.

Background:

Sec. 2-296. - Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a)

Application process.

(1)

Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.

(2)

The city clerk will maintain and distribute applications to all persons interested in being a member of a public body.

(3)

All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations

committee decides to open the reappointment process to competition. Notice of the nomination committee's decision will be provided to the member no less than ten business days after referral by the city clerk. The committee's decision is final and may be with or without cause.

(4)

All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b)

Boards and commissions nominations committee.

(1)

The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

(2)

The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.

(3)

The nominations committee will interview all qualified applicants. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.

(4)

The committee will submit the names of qualified applicants selected for nomination to a public body to the city clerk on an agenda action form. The committee, in its sole discretion, may submit the name of a qualified applicant who has completed the application process through interview, for any subsequent vacancy occurring within ninety days of the applicant's interview. In the event the committee exercises this discretion, the application process set forth in this section is waived.

(5)

The committee shall investigate and resolve, short of removal, any allegation of nonfeasance or malfeasance against a public body member. In the event the committee is unable to satisfactorily resolve the matter, or because of the severity of the substantiated conduct, the committee concludes removal is appropriate, the committee shall submit a report including findings and conclusions and a recommendation to city council for consideration and action. In administering this provision, the committee's actions should be progressive, from least punitive to the most punitive measure.

(c)

Appointment.

(1)

The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.

(2)

Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.

(3)

The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2018-11, § 1, 8-7-18)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to Appoint Anthony Spata to the Planning & Zoning Commission, term expiration June 30, 2029.

Motion:

I move to Appoint Anthony Spata to the Planning & Zoning Commission, term expiration June 30, 2029.

Background:

Sec. 2-296. - Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a)

Application process.

(1)

Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.

(2)

The city clerk will maintain and distribute applications to all persons interested in being a member of a public body.

(3)

All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations

committee decides to open the reappointment process to competition. Notice of the nomination committee's decision will be provided to the member no less than ten business days after referral by the city clerk. The committee's decision is final and may be with or without cause.

(4)

All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b)

Boards and commissions nominations committee.

(1)

The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

(2)

The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.

(3)

The nominations committee will interview all qualified applicants. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.

(4)

The committee will submit the names of qualified applicants selected for nomination to a public body to the city clerk on an agenda action form. The committee, in its sole discretion, may submit the name of a qualified applicant who has completed the application process through interview, for any subsequent vacancy occurring within ninety days of the applicant's interview. In the event the committee exercises this discretion, the application process set forth in this section is waived.

(5)

The committee shall investigate and resolve, short of removal, any allegation of nonfeasance or malfeasance against a public body member. In the event the committee is unable to satisfactorily resolve the matter, or because of the severity of the substantiated conduct, the committee concludes removal is appropriate, the committee shall submit a report including findings and conclusions and a recommendation to city council for consideration and action. In administering this provision, the committee's actions should be progressive, from least punitive to the most punitive measure.

(c)

Appointment.

(1)

The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.

(2)

Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.

(3)

The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2018-11, § 1, 8-7-18)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to Appoint Kevin Perry to the Planning & Zoning Commission, term expiration June 30, 2029.

Motion:

I move to Appoint Kevin Perry to the Planning & Zoning Commission, term expiration June 30, 2029.

Background:

Sec. 2-296. - Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a)

Application process.

(1)

Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.

(2)

The city clerk will maintain and distribute applications to all persons interested in being a member of a public body.

(3)

All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations

committee decides to open the reappointment process to competition. Notice of the nomination committee's decision will be provided to the member no less than ten business days after referral by the city clerk. The committee's decision is final and may be with or without cause.

(4)

All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b)

Boards and commissions nominations committee.

(1)

The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

(2)

The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.

(3)

The nominations committee will interview all qualified applicants. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.

(4)

The committee will submit the names of qualified applicants selected for nomination to a public body to the city clerk on an agenda action form. The committee, in its sole discretion, may submit the name of a qualified applicant who has completed the application process through interview, for any subsequent vacancy occurring within ninety days of the applicant's interview. In the event the committee exercises this discretion, the application process set forth in this section is waived.

(5)

The committee shall investigate and resolve, short of removal, any allegation of nonfeasance or malfeasance against a public body member. In the event the committee is unable to satisfactorily resolve the matter, or because of the severity of the substantiated conduct, the committee concludes removal is appropriate, the committee shall submit a report including findings and conclusions and a recommendation to city council for consideration and action. In administering this provision, the committee's actions should be progressive, from least punitive to the most punitive measure.

(c)

Appointment.

(1)

The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.

(2)

Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.

(3)

The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2018-11, § 1, 8-7-18)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to Re-Appoint John Billcheck to the Veterans Disability & Human Services Commission, term expiration June 30, 2029.

Motion:

I move to Re-Appoint John Billcheck to the Veterans Disability & Human Services Commission, term expiration June 30, 2029.

Background:

Sec. 2-296. - Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a)

Application process.

(1)

Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.

(2)

The city clerk will maintain and distribute applications to all persons interested in being a member of a public body.

(3)

All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations

committee decides to open the reappointment process to competition. Notice of the nomination committee's decision will be provided to the member no less than ten business days after referral by the city clerk. The committee's decision is final and may be with or without cause.

(4)

All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b)

Boards and commissions nominations committee.

(1)

The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

(2)

The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.

(3)

The nominations committee will interview all qualified applicants. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.

(4)

The committee will submit the names of qualified applicants selected for nomination to a public body to the city clerk on an agenda action form. The committee, in its sole discretion, may submit the name of a qualified applicant who has completed the application process through interview, for any subsequent vacancy occurring within ninety days of the applicant's interview. In the event the committee exercises this discretion, the application process set forth in this section is waived.

(5)

The committee shall investigate and resolve, short of removal, any allegation of nonfeasance or malfeasance against a public body member. In the event the committee is unable to satisfactorily resolve the matter, or because of the severity of the substantiated conduct, the committee concludes removal is appropriate, the committee shall submit a report including findings and conclusions and a recommendation to city council for consideration and action. In administering this provision, the committee's actions should be progressive, from least punitive to the most punitive measure.

(c)

Appointment.

(1)

The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.

(2)

Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.

(3)

The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2018-11, § 1, 8-7-18)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to Appoint Allison Wisnewski to the Veterans Disability & Human Services Commission, term expiration June 30, 2029.

Motion:

I move to Appoint Allison Wisnewski to the Veterans Disability & Human Services Commission, term expiration June 30, 2029.

Background:

Sec. 2-296. - Member selection and replacement process.

The following process will apply to all openings or vacancies for appointment to a public body, unless otherwise indicated in the ordinance or resolution creating the body:

(a)

Application process.

(1)

Upon notice of a vacancy, the city clerk will promptly notify the nominations committee chair, and post all vacancies on the city website. Vacancies will also be posted at all designated posting locations, no later than three business days after a vacancy is created and continue such posting until the position is filled.

(2)

The city clerk will maintain and distribute applications to all persons interested in being a member of a public body.

(3)

All persons, including current members seeking reappointment, interested in becoming a member of a public body must submit an application to the city clerk's office. Only applications received by the city clerk's office may be considered for body vacancies. Members with expiring terms who submit a timely application will automatically be nominated for reappointment unless the nominations

committee decides to open the reappointment process to competition. Notice of the nomination committee's decision will be provided to the member no less than ten business days after referral by the city clerk. The committee's decision is final and may be with or without cause.

(4)

All applications will be accepted on an open rolling basis and will be maintained as an active application for four years.

(b)

Boards and commissions nominations committee.

(1)

The mayor will designate one city council member to serve as the chair of the nominations committee, who will serve on an ongoing basis until such time as the mayor makes a new designation.

(2)

The chair will select two additional city council members to serve on the nominations committee. At the discretion of the chair, the chair or designee of the respective public body may also serve on the nominations committee.

(3)

The nominations committee will interview all qualified applicants. All applicants will be asked the same questions in order to ensure that a fair assessment can be made of each applicant; however, additional questions may be asked for purposes of clarification after the standard questions have been asked.

(4)

The committee will submit the names of qualified applicants selected for nomination to a public body to the city clerk on an agenda action form. The committee, in its sole discretion, may submit the name of a qualified applicant who has completed the application process through interview, for any subsequent vacancy occurring within ninety days of the applicant's interview. In the event the committee exercises this discretion, the application process set forth in this section is waived.

(5)

The committee shall investigate and resolve, short of removal, any allegation of nonfeasance or malfeasance against a public body member. In the event the committee is unable to satisfactorily resolve the matter, or because of the severity of the substantiated conduct, the committee concludes removal is appropriate, the committee shall submit a report including findings and conclusions and a recommendation to city council for consideration and action. In administering this provision, the committee's actions should be progressive, from least punitive to the most punitive measure.

(c)

Appointment.

(1)

The city clerk will place the nomination for appointment on the agenda for the next available regular city council meeting and provide the nominees with the date, time, location and any other appropriate information regarding the city council meeting at which their possible appointment will be discussed.

(2)

Appointment of any nominee requires an affirmative vote by a majority of city council in attendance at a properly noticed city council meeting.

(3)

The city clerk will swear in all newly appointed members prior to acting in the capacity as a body member.

(Ord. No. 2014-14, § 5(Exh. A), 11-23-2014; Ord. No. 2018-11, § 1, 8-7-18)

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 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 18, 2024 Regular Work Session Minutes, and Regular City Council Meeting Minutes.

Motion:

I move to approve the June 18, 2024 Regular City Council Meeting, and Work Session Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 061824 Regular Work Session Minutes
 2. 061824 Regular City Council Meeting Minutes
-



CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, June 18, 2024 @ 4:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular Council Work Session of June 18th, 2024 to order at 4:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call

In attendance with Mayor Hall were Vice Mayor 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

1. City Manager sub-text

F. City Clerk Report

G. Call To The Public

H. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to the FY2024 Financial Status Report through March 2024.

Chief Financial Officer, Andrea Davis, came to present this item. She talked about the FY2024 General Fund Sources, Uses Category Examples, and General Fund Uses.

2. Presentation and discussion pertaining to a Legislative Update.

Government Relations Program Director, Jodi Tas, came to give an update about the legislation. She talked about the 56th Legislature, and the 2024 Legislative Update. She also highlighted various bills that were vetoed and approved.

Councilmember Judd, asked how we are defining a central business district within the City? Jodi said that City Center would be classified as it; and that City Council would define it.

Jodi continued talking about the 2024 Legislature update. She further talked about Municipal Land Sales, Various Water Legislation, Purple Star School Designation, and Pending bills for the

Governor's Signature.

Vice-Mayor Haney asked who would be appointed to that advisory committee? Jodi said it was Governor Appointees, Representatives from Home Builders Associations, Arizona Commerce Authority and specific industries. Vice-Mayor Haney asked if any local municipalities would be represented on it? Jodi said no.

Jodi talked about the 2024 Ballot Measures: Emergency Declarations, and Financial Benefit Upon Death of a First Responder. Signature Distribution Requirements, Legal Challenges to Constitutionality of Initiatives Amendment, and Partisan Primaries.

Councilmember Hastings asked about a potential initiative regarding ranked choice voting, and asked which one would take precedence. Jodi said she didn't know but would find out.

Jodi further talked about additional Ballot Measures: Sex Trafficking, Property Tax refund, End Term Limits for Supreme and Superior Court, Legislative Ratification of State Agency, Immigration and Border Law Enforcement, Wages for Tipped Workers, and Prop 479.

Mayor Hall, talked about how hard it is to keep track of all these things and how important it is for staff to follow through. Jodi talked about the help she's received and how successful this legislation was. Mayor Hall talked about getting guidance and support to Jodi regarding upcoming water bills.

Councilmember Remley, asked about sober living homes and is there any notification to the neighborhood about sober living homes? Jodi said there is not. Councilmember Remley, also talked about the zoning rules and laws within Surprise and if they need to be changed to accommodate state legislation?

Vice-Mayor Haney talked about the work that Jodi did with the state on behalf of the City. He talked about how these items can impact the City. He also asked about other avenues of notifying citizens about future legislative items. Mayor Hall talked about the involvement from other Cities. Mayor Hall talked about an issue that happened on Friday. Jodi talked about surpluses with ADOT and other agencies.

Councilmember Hastings, thanked Jodi for keeping track of everything and keeping them informed.

3. Presentation and discussion pertaining to property within the Surprise Center Development Company (SCDC) PAD.

Scott Phillips, and Josuah Simon came to present this item. They talked about the City Center, Reviewed the project, Timeline, Master Plan, and the direction of the businesses facing Elm Street.

Josh came to talk about the Site Plan Leasing, Intersection Design, Streetscape.

Mayor Hall, asked if they were working on the area by Bullard? Josh said they were.

Councilmember Hastings, talked about the growth that is occurring.

Councilmember Duffy, asked about office space in the plans? Josh said it was likely going to change. Scott talked about how difficult it is to build office space currently.

Mayor Hall asked about the construction timeline? Josh said they expected them to start in the next 60-90 days.

Scott, talked about collaboration with the City.

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: Nick Haney

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

Meeting Adjourned at 4:57 PM

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, June 18, 2024.**

Kristi Passarelli, City Clerk



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

Mayor Hall called the Regular Council Meeting of June 18, 2024 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Donna Cook led a prayer.

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

2. City Manager sub-text

3. Reports

City Manager Bob Wigenroth gave Kudos to Jodi Tas for her efforts on behalf of the City.

He then introduced Kelsie Lamphier and the Acting City Librarian Ashley Ware. They talked about the submission and winners of the card designs.

F. City Clerk Report

4. Reports

G. Call To The Public

Petri Ahonen, a Surprise Resident, came to talk about homelessness in the riverbed, and trespassing issues.

Kevin Perry, a Surprise Resident, came to talk about Item 11 on the consent agenda, as well as the Sunrise Nursery development.

H. Regular City Council Meeting Agenda

5. CONSENT AGENDA:

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

1. Consideration and action to approve the June 4, 2024 Special Meeting Minutes, and Regular City Council Meeting Minutes.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. Consideration and action pertaining to acceptance of two Drainage Easements from Valparaiso, LLC along 163rd Avenue between Grand Avenue and Pat Tillman Boulevard.
14. Consideration and action pertaining to acceptance of a Drainage Easement from Circle K Stores, Inc. along Cactus Road at Sarival Road.
15. 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.
16. 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.
17. 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.
18. Consideration and action pertaining to acceptance of a Drainage Easement from Barclay Holdings CXIX, LLC., along Cactus Road between Loop 303 and Sarival Avenue.
19. 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.
20. 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.
21. 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.
6. REGULAR AGENDA ITEM - PUBLIC HEARING:
22. 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: To Approve
 Initiated By: Chris Judd
 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

23. 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: To Approve
Initiated By: Chris Judd
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

24. 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.

Planner, Tanner Wessel, came to present this item. He talked about the background, overview, clarity, Scriveners Errors, Revised Standards, Citizen Participation, and Recommendation.

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

25. 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.

Planner, Chris Sexton, came to present this item. She talked about the Area development Map, Vicinity Map, Existing Zoning, Outreach, and Recommendations.

Councilmember Cline, asked if it was commercial before and if it's being reverted back? The applicant said it was not.

Jeffrey Blilie from Gilbert Blilie PLLC on behalf of the developer came to talk about the project. He went over the proposed Zoning, Preliminary Plat, Site Plan, Right of Way, and Recommendation.

Vice-Mayor asked about the overview and traffic concerns? Jeff said it would be a local commercial hub. Vice-Mayor asked about a limit on the number of units.

Motion: To Approve
Initiated By: Nick Haney

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

26. 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.

Planner, Chris Sexton, came to present this item. She talked about Area Development Map, Vicinity Mpa, Boundaries, Annexation Steps, and Concurrent Cases.

Lisa Evertt, a Surprise Resident, came to voice her concerns about future apartment developments.

Vice-Mayor Haney, asked about the greater project, and what would happen if it was a "no" vote? Jeff said it would not increase the project size.

Councilmember Hastings, asked when 163rd would be completed? Jeff said the R1 is ready to go but the R3 will be sitting for awhile.

Motion: To Approve

Initiated By: Nick Haney

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

27. 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.

Planner, Chris Sexton, came to present this item. She talked about the Area Development Map, Vicinity Map, Exiting Zoning, Proposed Zoning, Outreach, and Recommendation.

Lisa Evertt, a Surprise Resident, came to voice her concerns over the development.

Alex Christ, a Surprise Resident, came to voice his concerns over this development.

Rebekah Massie, a Surprise Resident, came to voice her concerns over this development.

Councilmember Hastings, asked why does Surprise need apartments? Jeff said that the City is behind the curve. Councilmember Hastings, asked what was typical? Jeff said it was 20% and that Surprise was around 7%.

Vice-Mayor Haney, talked about traffic issues and the development going forward. He asked about adding a stipulation? Robert Wingo, talked about how to amend the ordinance with a stipulation to development size.

Motion: To Approve (With Stipulations)

Initiated By: Nick Haney

Seconded By: Ken Remley

Yes: Jack Hastings, Ken Remley, Skip Hall, Chris Judd, Nick Haney
No: Patrick Duffy
Abstain: Aly Cline

Vote Result: Passed

7. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

28. 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.

Transportation Director, Eric Boyles, came to present this item. He talked about the Process, and Vicinity Map.

Motion: To Approve
Initiated By: Chris Judd
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

29. 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: 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

30. 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: To Approve
Initiated By: Patrick Duffy
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

31. 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: To Approve
Initiated By: Nick Haney
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

32. 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

Fire Chief, Brenden Espie, came to present this item. Fire Inspector, Steven Faraclas, talked about the removal of a requirement within the code, and false alarms affiliated with the current code.

Councilmember Remley, talked about the cost savings involved with this change.

Vice-Mayor Haney, asked if there was still going to be safety devices in the buildings and how many false alarms will be cut down from this change?

Motion: To Approve
Initiated By: Nick Haney
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

33. Consideration and action pertaining to the Fiscal Year 2025 grant award for the Surprise Community Outreach Program.

Jodi Tas, came to present this item. She talked about Program Guidelines, Current Program, and applications.

Vice-Mayor Haney thanked staff for their efforts, and his experience on this committee.

Motion: To Approve
Initiated By: Nick Haney
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

34. 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.

Chief Financial Officer, Andrea Davis, came to present this item. She talked about Publications and notifications, Property taxes.

Councilmember Remley, asked if all the SLIDS for the OTS are active. Andrea said they are still working through it.

Andrea talked about the SLID Property Tax.

Motion: To Approve

Initiated By: Ken Remley

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

35. 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: To Approve

Initiated By: Jack Hastings

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

36. Discussion and action to waive attorney-client privilege and make public the results of the outside legal counsel investigation into Councilmember Aly Cline.

Councilmember Hastings, talked about receiving investigation results already.

Motion: To Enter Executive Session

Initiated By: Skip Hall

Seconded By: Ken Remley

Yes: Skip Hall, Ken Remley

No: Chris Judd, Nick Haney, Jack Hastings, Patrick Duffy

Abstain: Aly Cline

Vote Result: Failed

Councilmember Hastings, motioned to released information, Councilmember Judd seconded.

Councilmember Remley, talked about wanting legal advice.

Councilmember Cline, Recused herself.

Rebekah Massie, a Surprise Resident, came to voice her concerns about the situation.

Tina Hunstman, a Surprise Resident, came to voice her concerns about the situation.

Mary Zola, a Surprise Resident, came to voice her concerns about the situation.

Motion: To Release

Initiated By: Jack Hastings

Seconded By: Chris Judd

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

No: Ken Remley

Abstain: Aly Cline

Vote Result: Passed

37. Presentation and discussion on the investigation of Councilmember Aly Cline by outside counsel.

John Paladini, from Pierce Coleman, investigated the situation. He gave background about investigation. He said there is no great case-law in regards to the statute. He talked about the definitions of resources, and influence of an election. He talked about first amendment rights, resources, time, and position title. He further went on to ask if the resources were used to influence an election. He said there are 5 allegations: 1. March 7 sign removal. 2. Cline's comments at monthly district meetings March 15 comments, March 26th comments. 3. Mayoral Debate, Cline was wearing her polo shirt. 4. Wearing her shirt collecting signatures. 5. Wearing polo shirt approaching people at VDHS meeting for petition signatures. John said these for the allegations are as follows: Leave the decisions to County Attorney.

Mayor Hall, talked about the County Attorney's decision to decline prosecution, and the illegal postings of the sign. He talked about the process going to Goodyear and the County for their reviews.

Councilmember Hastings, asked if charges are not brought if the action is considered legal? John said it depends.

John, talked about concerns about violating City Code, and how code enforcement has the authority to remove signage. He further detailed Council Handbook Rules and polices. He talked about Allegation 2. He talked about the unambiguous comments Councilmember Cline made and resulting violations. He talked about the Allegations involving the shirts, and the resulting conclusions. For allegation 4, he said the analysis is the same, and that the park is an open forum. For Allegation 5, he said as soon as she filed a statement of interest it triggers the statute; he talked about the role of City Hall, and conflicts of interests. For allegation 5 there is a likely violation. He said they couldn't recommend any action or opinion. He did suggest training in the future.

Rebekah Massie, a Surprise Resident, came to talk about this topic. She talked about state law, and possible reprimand.

38. Discussion and action to discipline Councilmember Aly Cline for violating Arizona State Law, Surprise City Code, and the Surprise City Council Policies and Procedures.

Mayor Hall moved to goto e-session. Councilmember Hastings said they already voting on going to e-session. Councilmember Judd asked if they could even goto e-session? Robert said they could if council decided. Councilmember Judd talked about potential reprimands. Councilmember Hastings talked about transparency. Vice-Mayor Haney, talked about maintaining public trust.

Dawn Densmore, a Surprise Resident, came to voice her concerns.

Lisa Everette, a Surprise Resident, came to voice her concerns and was glad this is an open forum.

Rebekah Massie, a Surprise Resident, came to voice her concerns, and suggestions for reprimand.

Councilmember Remley, talked about the allegations and that he believes they should hear Councilmember Cline's defense if she had any. He said he did not know about the allegations before hand.

City Attorney Robert Wingo, talked about previous board and commission violations. He said there is no charter to remove and is contrary to state law. He said City Code doesn't have defined discipline.

Councilmember Judd, asked John if he was able to reach out to Councilmember Cline. John said they were not able to reach her.

Councilmember Hastings, said entitled to defend herself.

Councilmember Remley, said the Council had been working great so far.

Councilmember Duffy, said that none of this personal. He said that he thinks it should be a censor.

Councilmember Cline talked about the incident with Dawn Densmore, the City Bus was a celebration for the Library. She further talked about her original intentions. She gave her account of what happened at the meetings, and allegations. She apologized for all the effort put forth by the City.

Mayor Hall, talked about about the allegations. He said the first one is possible. The second one is a violation. The rest were non consequential, and the firth allegation likely violated city code. Making 2 out of 5 violations valid. He asked staff to formulate training for council in the future. Councilmember Remley, talked about the City Academy, and City Training.

Councilmember Hastings, said he deosn't think they could or should remove her from office. He talked about legal obligations, and accountability.

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

Yes: Jack Hastings, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney
No: Ken Remley
Abstain: Aly Cline

Vote Result: Passed

I. Other Business and Future Agenda Items

Councilmember Hastings, asked about looking at the timeline to get agendas on the item.
Councilmember Judd Seconded.

Vice-Mayor Haney asked about veteran business license costs. Councilmember Cline seconded.

Councilmember Remley asked for a work session to look at the zoning Code, Councilmember Hastings

J. City Council Reports

Councilmember Judd, had nothing to report.

Councilmember Hastings talking about his meeting with Councilmember Duffy. He thanked Councilmember Cline for her conduct during the investigation.

Councilmember Remley, thanked Council for their cooperation.

Councilmember Cline had nothing.

Councilmember Duffy had nothing.

Vice-Mayor Haney said his community meeting will be on June 27th at Asante Library at 6:00 PM. He thanked everyone for their decorum.

Mayor Hall, talked about the July 4th Celebration at Mark Coronado Park. Mayor Hall also thanked staff for all their work for the fiscal year.

K. Executive Session

8. Executive Session Items

39. 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).

9. Executive Disclaimer - Part 1

10. Executive Disclaimer - Part 2

11. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn

Initiated By: Nick Haney

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 8:53 PM.

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, June 18, 2024.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: Public Works
Staff Recommendations:

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

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

Consideration and action pertaining to the City of Surprise declaring its intention to create a lighting improvement district known as SU-EllenRanch218 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2024-101.

Motion:

I move to approve Resolution #2024-101.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of a majority of the real property owners in the district, exclusive of mortgagees and other lien holders.

The City and Arizona Public Service Company (“APS”) have approved the street layout and facilities design. The electric rates are established by APS tariff.

The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of the ad valorem taxes based upon the assessed value of all property within the district.

Following adoption of Resolution 2024-101, it will be posted and published, as required by Arizona law. Any protests or objections to formation of the proposed district may be filed within 15 days thereafter, and a public hearing to consider the same will be held. If no protests or objections are received, the City shall adopt a Resolution ordering the work to proceed.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area’s streetlights through a property tax. All new developments in the City of Surprise require a SLID.

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through

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

Financial Impact:

Once the SLID is illuminated, the City will begin levying the SLID to cover SLID expenses. At the current time, the SLID is not incurring any expense because the SLID lights have not been illuminated, therefore there is no current financial impact.

Budget Impact:

Funding was not included as part of the FY2025 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2025, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2026, at the earliest.

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution 2024-101 - SLID ad valorem majority 1st reading-ellen ranch_FINAL
 2. 02 PETITION
 3. 03 STREETLIGHT PLAN UPDATE
 4. 04 Ellen Ranch_Exhibit SLIDS
-

RESOLUTION OF INTENTION # 2024-101

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS “CITY OF SURPRISE, ARIZONA, SU-ELLENRANCH218 LIGHTING IMPROVEMENT DISTRICT”; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

WHEREAS, the undersigned Petitioners comprise a majority of the real property owners, exclusives of mortgagees and other lienholders, of all the property within the proposed lighting improvement district described herein;

WHEREAS, the Petitioners have submitted a Petition pursuant to § 48-615 - § 48-617, Arizona Revised Statutes, requesting the Mayor and Council (“Council”) of the City of Surprise, Arizona (“City”), to adopt a Resolution of Intention to form a lighting improvement district for the real property legally described in Exhibit A (“District”) and with boundaries shown in the map attached as Exhibit B, and to order the purchase of energy for the lighting of the public street and parks, all as set forth in the lighting facilities plans and specification for the SU-EllenRanch218 Lighting Improvement District on file with the City Engineer (“Improvements”) and approved by Arizona Public Service Company;

WHEREAS, the City has verified that Petition contains the signatures of a majority of the real property owners, exclusive of mortgagees and other lienholders within the boundaries of the District; and,

WHEREAS, the City has jurisdiction to adopt this Resolution Of Intention pursuant to A.R.S. § 48-576;

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

Section 1. The “CITY OF SURPRISE, ARIZONA SU-EllenRanch218 LIGHTING IMPROVEMENT DISTRICT” intends to form a Street Light Improvement District for the area legally described in Exhibit A attached hereto and with the boundaries shown in the map in Exhibit B attached hereto, and shall exist, pursuant to the provisions of A.R.S. § 48-616, § 48-617, as may be amended from time to time.

Section 2. The public interest or convenience requires, and it is the intention of the City to order the Improvements.

Section 3. The proposed Improvements, in the opinion of the Mayor and Council of the City, is of more than local or ordinary public benefit and is of special benefit to the respective lots, pieces and parcels of real property in the District.

Section 4. It is the intention of the Mayor and Council of the City to make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona SU-EllenRanch218 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 5. The City Engineer and/or the City Public Works Director, acting in her capacity as the Superintendent of Streets of the City, shall post or cause to be posted notices of the Resolution of Intention, and the City Clerk shall cause the Resolution of Intention to be published in a newspaper published and of general circulation in the City, pursuant to A.R.S. § 48-578. Any Protest to the proposed District and /or Improvements may be filed and will be heard by the City Council pursuant to A.R.S. § 48-579 and §48-580.

Section 6. It is the intention of the Mayor and Council of the City to make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of Section 42-17101et seq., 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by ad valorem taxes upon all of the property of the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

Section 7. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents (\$1.20) per each hundred collars of taxable valuation thereof in any year.

Section 8. The District shall not engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 9. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

Section 10. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

Section 11. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 12. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

Section 13. Pursuant to A.R.S. § 48-576, if the Council determines that the District should be formed after the final resolution of any protests made pursuant to section 48-579, the Council shall submit within one hundred twenty days to the city clerk a petition to form the District that is signed by owners of more than one-half of the taxable property units within the area of the proposed district and that is signed by persons owning collectively more than one-half of the assessed valuation of the property within the area of the proposed District. On verification of the petition signatures, the Council may form the District and order the improvement as 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"

DESCRIPTION

DESERT OASIS 1 (ELLEN RANCH) STREET LIGHT IMPROVEMENT DISTRICT

Portions of the Southwest Quarter of Section 6 Township 4 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona described as follows:

PARCEL #1

BEGINNING at the Southwest Corner of said Section 6 from which the West Quarter Corner of said Section 6 lies North 00°23'36" East 2635.15 feet;

Thence along the west line of the Southwest Quarter of said Section 6 North 00°23'36" East 1108.71 feet to the beginning of a non-tangent curve, concave westerly, the center of which lies South 73°15'43" West 1465.00 feet;

Thence southerly along the arc of said curve through a central angle of 04°33'40" a distance of 116.62 feet;

Thence North 31°05'50" east 41.01 feet;

Thence North 75°18'54" East 124.40 feet to the beginning of a curve, concave southerly, having a radius of 22.00 feet;

Thence easterly along the arc of said curve through a central angle of 51°33'50" a distance of 19.80 feet to the beginning of a reverse curve, concave northerly and westerly, having a radius of 70.50 feet;

Thence southerly, easterly, and northerly along the arc of said curve through a central angle of 178°15'11" a distance of 219.33 feet to the beginning of a reverse curve, concave northeasterly, having a radius of 22.00 feet;

Thence northerly along the arc of said curve through a central angle of 51°33'55" a distance of 19.80 feet;

Thence North 00°11'34" East 127.20 feet;

Thence North 89°48'57" East 260.64 feet;

Thence North 00°05'25" West 82.81 feet;

Thence South 89°48'26" East 949.13 feet;

Thence South 00°11'34" West 20.80 feet;

Thence South 89°48'26" East 90.00 feet;

Thence South 00°11'34" West 62.50 feet;

DESCRIPTION continued on page 2 of 2

DESCRIPTION continued from page 1 of 2

Thence South 89°46'48" East 275.97 feet;

Thence South 00°06'58" East 1318.44 feet to the South Quarter Corner of said Section 6;

Thence along the south line of the Southwest Quarter of said Section 6 North 89°45'12" West 1850.96 feet to the POINT OF BEGINNING.

Containing 56.071 acres, more or less.

TOGETHER WITH

PARCEL #2

COMMENCING at the Southwest Corner of said Section 6 from which the West Quarter Corner of said Section 6 lies North 00°23'36" East 2635.15 feet;

Thence along the west line of the Southwest Quarter of said Section 6 North 00°23'36" East 1313.85 feet to the Northwest Corner of the Final Plat of ELLEN RANCH as recorded in Book 1678, Page 08, records of said County;

Thence along the north line of said Final Plat North 89°48'57" East 195.49 feet;

Thence departing said line South 00°11'33" West 126.73 feet to the beginning of a curve, concave northwesterly having a radius of 22.00 feet;

Thence southerly along the arc of said curve through a central angle of 51°33'57" 19.80 feet to the beginning of a reverse curve, concave southeasterly, having a radius of 70.50 feet;

Thence southwesterly along the arc of said curve through a central angle of 28°00'32" a distance of 34.46 feet to the beginning of a reverse curve, concave northwesterly, having a radius of 22.00 feet;

Thence southwesterly along the arc of said curve through a central angle of 51°33'56" a distance of 19.80 feet;

Thence South 75°18'54" West 124.40 feet;

Thence North 60°28'02" West 29.38 feet;

Thence North 17°17'31" West 22.04 feet to a point on the aforesaid west line of the Southwest Quarter of Section 6;

Thence along said line North 00°23'36" East 178.72 feet to the POINT OF BEGINNING.

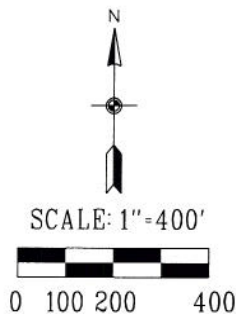
Containing 0.858 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



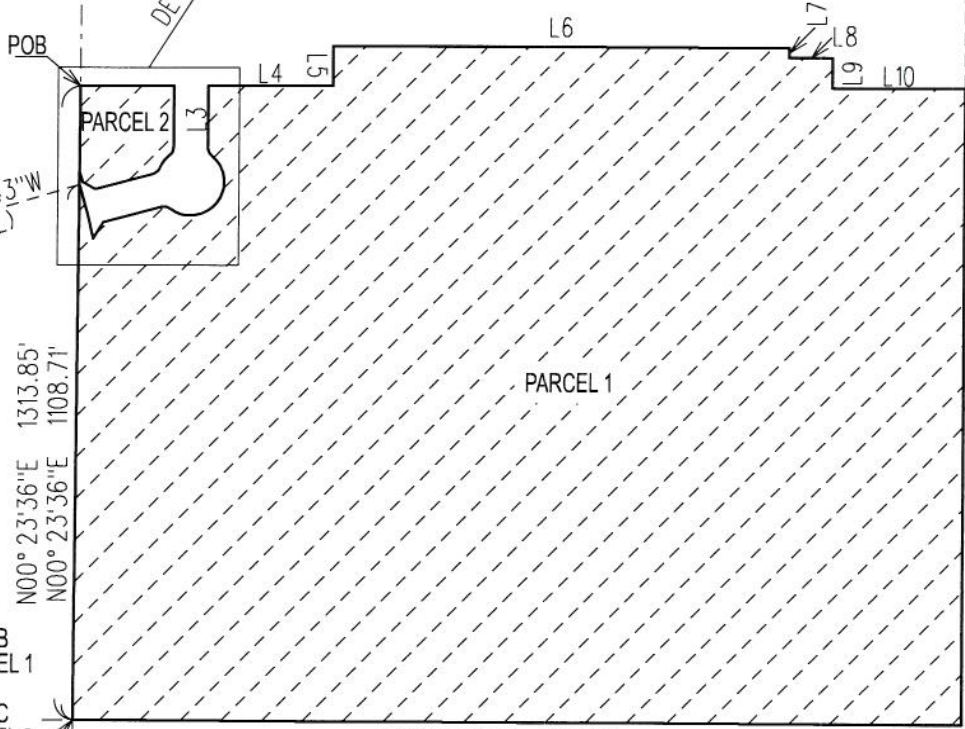
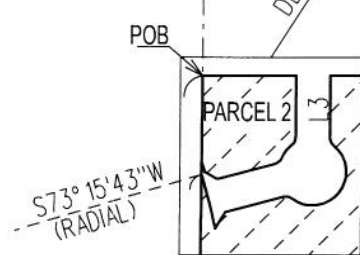
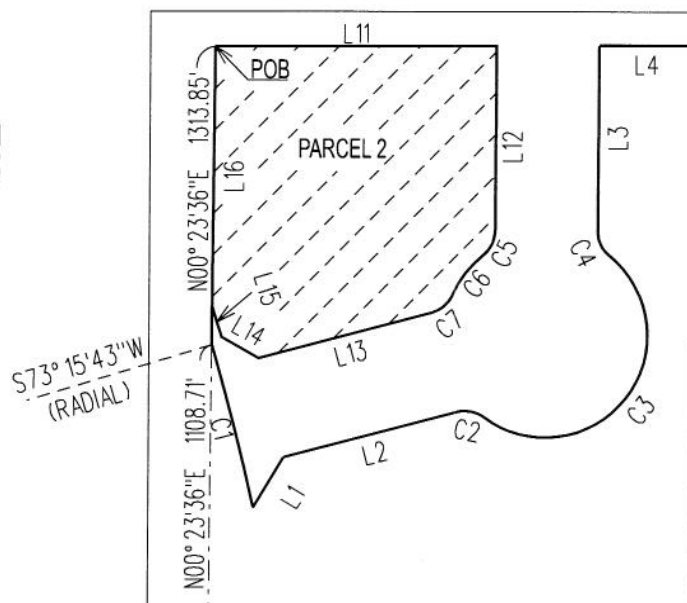
EXHIBIT "B"



W 1/4 COR
SEC 6
T4N, R1W

163rd AVENUE

N00° 23' 36" E 2635.15'



SW COR
SEC 6
T4N, R1W

POB
PARCEL 1
&
POC
PARCEL 2

N89° 45' 12" W 1850.96'

HAPPY VALLEY ROAD

S00° 06' 58" E 1318.44'

S 1/4 COR
SEC 6
T4N, R1W

DESERT OASIS 1 (ELLEN RANCH) STREET LIGHT IMPROVEMENT DISTRICT	 CITY OF SURPRISE LAND SURVEY DEPARTMENT		
PROJECT * 24001	DRAWN BY RCD	DATE 01-31-24	SHEET 1 OF 2

EXHIBIT "B"

LINE TABLE

LINE	BEARING	LENGTH
L1	N31° 05' 50" E	41.01'
L2	N75° 18' 54" E	124.40'
L3	N00° 11' 34" E	127.20'
L4	N89° 48' 57" E	260.64'
L5	N00° 05' 25" W	82.81'
L6	S89° 48' 26" E	949.13'
L7	S00° 11' 34" W	20.80'
L8	S89° 48' 26" E	90.00'
L9	S00° 11' 34" W	62.50'
L10	S89° 46' 48" E	275.97'
L11	N89° 48' 57" E	195.49'
L12	S00° 11' 33" W	126.73'
L13	S75° 18' 54" W	124.40'
L14	N60° 28' 02" W	29.38'
L15	N17° 17' 31" W	22.04'
L16	N00° 23' 36" E	178.72'

CURVE TABLE

CURVE	△	RADIUS	LENGTH
C1	04° 33' 40"	1465.00'	116.62'
C2	51° 33' 50"	22.00'	19.80'
C3	178° 15' 11"	70.50'	219.33'
C4	51° 33' 55"	22.00'	19.80'
C5	51° 33' 57"	22.00'	19.80'
C6	28° 00' 32"	70.50'	34.46'
C7	51° 33' 56"	22.00'	19.80'

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
SLID	STREET LIGHT IMPROVEMENT DISTRICT
	SLID BOUNDARY

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)



DESERT OASIS 1 (ELLEN RANCH)
 STREET LIGHT IMPROVEMENT DISTRICT



CITY OF SURPRISE
 LAND SURVEY DEPARTMENT

PROJECT * 24001

DRAWN BY RCD

DATE 01-31-24

SHEET 2 OF 2

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

Expenses of the District (**PICK ONE**)

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

☐ shall be paid by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District.

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

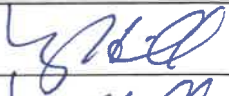
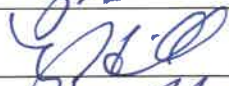
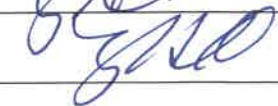
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and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

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

SU-EllenRanch218

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Meritage Home of Arizona, INC	16004 W Bronco Trail	507-09-333	
Meritage Home of Arizona, INC	16006 W Bronco Trail	507-09-334	
Meritage Home of Arizona, INC	16010 W Bronco Trail	507-09-335	
Meritage Home of Arizona, INC	16014 W Bronco Trail	507-09-336	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

Expenses of the District (**PICK ONE**)

- ☒ shall be paid by the levy and collection of ad valorem taxes upon assessed value of all property in the District
- ☐ shall be paid by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District.

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

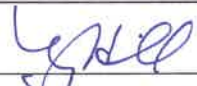
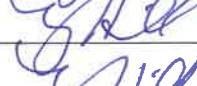
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and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

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

SU-EllenRanch218

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Meritage Home of Arizona, INC	Tract A	507-09-463 ⁺	
Meritage Home of Arizona, INC	Tract B	507-09-464 ⁺	
Meritage Home of Arizona, INC	Tract C	507-09-465 ⁺	
Meritage Home of Arizona, INC	Tract D	507-09-466 ⁺	
	Tract E	507-09-467	
	Tract F	507-09-468	
	Tract G	507-09-469	
	Tract H	507-09-470	
	Tract I	507-09-471	
	Tract J	507-09-472	

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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Expenses of the District (PICK ONE)

- ☒ shall be paid by the levy and collection of ad valorem taxes upon assessed value of all property in the District
- ☐ shall be paid by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District.

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

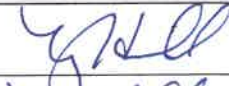
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The name of the proposed street light improvements district shall be:

SU-EllenRanch218

(Leave Blank - to be assigned by City staff)

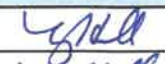
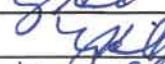
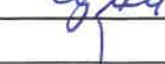
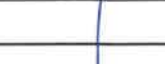
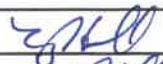
PETITIONERS: Please print and sign your name

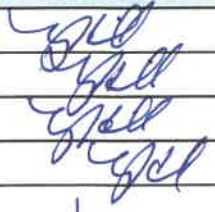
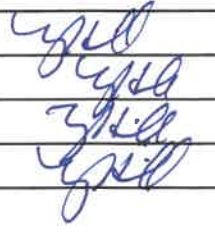
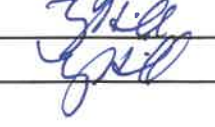
PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Meritage Home of Arizona, INC	Tract K	507-09-473	
Meritage Home of Arizona, INC	Tract L	507-09-474	
Meritage Home of Arizona, INC	Tract M	507-09-475	
Meritage Home of Arizona, INC	Tract N	507-09-476	

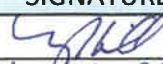
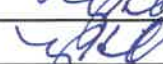
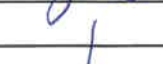
Meritage Home of
Arizona, INC

Tract O	507-09-477
Tract P	507-09-478
Tract Q	507-09-479
Tract R	507-09-480
Tract S	507-09-481
Tract T	507-09-482A



PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Meritage Homes of Arizona, Inc.	16018 W Bronco Trail	507-09-337	
Meritage Homes of Arizona, Inc.	16024 W Bronco Trail	507-09-338	
Meritage Homes of Arizona, Inc.	16026 W Bronco Trail	507-09-339	
Meritage Homes of Arizona, Inc.	16028 W Bronco Trail	507-09-340	
Meritage Homes of Arizona, Inc.	16030 W Bronco Trail	507-09-341	
Meritage Homes of Arizona, Inc.	16032 W Bronco Trail	507-09-342	
Meritage Homes of Arizona, Inc.	16034 W Bronco Trail	507-09-343	
Meritage Homes of Arizona, Inc.	16040 W Bronco Trail	507-09-344	
Meritage Homes of Arizona, Inc.	16046 W Bronco Trail	507-09-345	
Meritage Homes of Arizona, Inc.	25310 N 160th Drive	507-09-346	
Meritage Homes of Arizona, Inc.	25298 N 160th Drive	507-09-347	
Meritage Homes of Arizona, Inc.	25286 N 160th Drive	507-09-348	
Meritage Homes of Arizona, Inc.	25274 N 160th Drive	507-09-349	
Meritage Homes of Arizona, Inc.	25262 N 160th Drive	507-09-350	
Meritage Homes of Arizona, Inc.	25240 N 160th Drive	507-09-351	
Meritage Homes of Arizona, Inc.	25218 N 160th Drive	507-09-352	
Meritage Homes of Arizona, Inc.	25196 N 160th Drive	507-09-353	
Meritage Homes of Arizona, Inc.	25182 N 160th Drive	507-09-354	
Meritage Homes of Arizona, Inc.	16037 W Hackamore Drive	507-09-383	
Meritage Homes of Arizona, Inc.	16035 W Hackamore Drive	507-09-384	
Meritage Homes of Arizona, Inc.	16033 W Hackamore Drive	507-09-385	
Meritage Homes of Arizona, Inc.	16031 W Hackamore Drive	507-09-386	
Meritage Homes of Arizona, Inc.	16032 W Hackamore Drive	507-09-406	
Meritage Homes of Arizona, Inc.	16034 W Hackamore Drive	507-09-407	
Meritage Homes of Arizona, Inc.	16036 W Hackamore Drive	507-09-408	
Meritage Homes of Arizona, Inc.	16038 W Hackamore Drive	507-09-409	
Meritage Homes of Arizona, Inc.	16039 W Desert Hollow Drive	507-09-410	
Meritage Homes of Arizona, Inc.	16037 W Desert Hollow Drive	507-09-411	
Meritage Homes of Arizona, Inc.	16035 W Desert Hollow Drive	507-09-412	
Meritage Homes of Arizona, Inc.	16033 W Desert Hollow Drive	507-09-413	
Meritage Homes of Arizona, Inc.	16031 W Desert Hollow Drive	507-09-414	
Meritage Homes of Arizona, Inc.	16029 W Desert Hollow Drive	507-09-415	
Meritage Homes of Arizona, Inc.	16023 W Desert Hollow Drive	507-09-416	
Meritage Homes of Arizona, Inc.	16021 W Desert Hollow Drive	507-09-417	
Meritage Homes of Arizona, Inc.	16019 W Desert Hollow Drive	507-09-418	
Meritage Homes of Arizona, Inc.	16015 W Desert Hollow Drive	507-09-419	
Meritage Homes of Arizona, Inc.	16013 W Desert Hollow Drive	507-09-420	

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Meritage Homes of Arizona, Inc.	16011 W Desert Hollow Drive	507-09-421	
Meritage Homes of Arizona, Inc.	16008 W Desert Hollow Drive	507-09-422	
Meritage Homes of Arizona, Inc.	16010 W Desert Hollow Drive	507-09-423	
Meritage Homes of Arizona, Inc.	16014 W Desert Hollow Drive	507-09-424	
Meritage Homes of Arizona, Inc.	16016 W Desert Hollow Drive	507-09-425	
Meritage Homes of Arizona, Inc.	16020 W Desert Hollow Drive	507-09-426	
Meritage Homes of Arizona, Inc.	16022 W Desert Hollow Drive	507-09-427	
Meritage Homes of Arizona, Inc.	16024 W Desert Hollow Drive	507-09-428	
Meritage Homes of Arizona, Inc.	16030 W Desert Hollow Drive	507-09-429	
Meritage Homes of Arizona, Inc.	16032 W Desert Hollow Drive	507-09-430	
Meritage Homes of Arizona, Inc.	16034 W Desert Hollow Drive	507-09-431	
Meritage Homes of Arizona, Inc.	16036 W Desert Hollow Drive	507-09-432	
Meritage Homes of Arizona, Inc.	16038 W Desert Hollow Drive	507-09-433	
Meritage Homes of Arizona, Inc.	16040 W Desert Hollow Drive	507-09-434	
Meritage Homes of Arizona, Inc.	16035 W Bronco Trail	507-09-435	
Meritage Homes of Arizona, Inc.	16033 W Bronco Trail	507-09-436	
Meritage Homes of Arizona, Inc.	16031 W Bronco Trail	507-09-437	
Meritage Homes of Arizona, Inc.	16029 W Bronco Trail	507-09-438	
Meritage Homes of Arizona, Inc.	16027 W Bronco Trail	507-09-439	
Meritage Homes of Arizona, Inc.	16025 W Bronco Trail	507-09-440	
Meritage Homes of Arizona, Inc.	16019 W Bronco Trail	507-09-441	
Meritage Homes of Arizona, Inc.	16017 W Bronco Trail	507-09-442	
Meritage Homes of Arizona, Inc.	16013 W Bronco Trail	507-09-443	
Meritage Homes of Arizona, Inc.	16009 W Bronco Trail	507-09-444	
Meritage Homes of Arizona, Inc.	16005 W Bronco Trail	507-09-445	
Meritage Homes of Arizona, Inc.	16001 W Bronco Trail	507-09-446	
Meritage Homes of Arizona, Inc.	15997 W Bronco Trail	507-09-447	
Meritage Homes of Arizona, Inc.	25177 N 160th Avenue	507-09-453	
Meritage Homes of Arizona, Inc.	25191 N 160th Avenue	507-09-454	
Meritage Homes of Arizona, Inc.	25203 N 160th Avenue	507-09-455	
Meritage Homes of Arizona, Inc.	25215 N 160th Avenue	507-09-456	
Meritage Homes of Arizona, Inc.	25146 N 160th Drive	507-09-356	
Meritage Homes of Arizona, Inc.	16041 W Buckskin Trail	507-09-358	
Meritage Homes of Arizona, Inc.	16035 W Buckskin Trail	507-09-359	
Meritage Homes of Arizona, Inc.	16033 W Buckskin Trail	507-09-360	
Meritage Homes of Arizona, Inc.	16031 W Buckskin Trail	507-09-361	
Meritage Homes of Arizona, Inc.	16029 W Buckskin Trail	507-09-362	

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Meritage Homes of Arizona, Inc.	16027 W Buckskin Trail	507-09-363	
Meritage Homes of Arizona, Inc.	16021 W Buckskin Trail	507-09-364	
Meritage Homes of Arizona, Inc.	16019 W Buckskin Trail	507-09-365	
Meritage Homes of Arizona, Inc.	16017 W Buckskin Trail	507-09-366	
Meritage Homes of Arizona, Inc.	16015 W Buckskin Trail	507-09-367	
Meritage Homes of Arizona, Inc.	16013 W Buckskin Trail	507-09-368	
Meritage Homes of Arizona, Inc.	16011 W Buckskin Trail	507-09-369	
Meritage Homes of Arizona, Inc.	16007 W Buckskin Trail	507-09-370	
Meritage Homes of Arizona, Inc.	16018 W Buckskin Trail	507-09-376	
Meritage Homes of Arizona, Inc.	16034 W Buckskin Trail	507-09-381	
Meritage Homes of Arizona, Inc.	16029 W Hackamore Drive	507-09-387	
Meritage Homes of Arizona, Inc.	16027 W Hackamore Drive	507-09-388	
Meritage Homes of Arizona, Inc.	16021 W Hackamore Drive	507-09-389	
Meritage Homes of Arizona, Inc.	16019 W Hackamore Drive	507-09-390	
Meritage Homes of Arizona, Inc.	16017 W Hackamore Drive	507-09-391	
Meritage Homes of Arizona, Inc.	16015 W Hackamore Drive	507-09-392	
Meritage Homes of Arizona, Inc.	16013 W Hackamore Drive	507-09-393	
Meritage Homes of Arizona, Inc.	16011 W Hackamore Drive	507-09-394	
Meritage Homes of Arizona, Inc.	16007 W Hackamore Drive	507-09-396	
Meritage Homes of Arizona, Inc.	16014 W Hackamore Drive	507-09-399	
Meritage Homes of Arizona, Inc.	16016 W Hackamore Drive	507-09-400	
Meritage Homes of Arizona, Inc.	16018 W Hackamore Drive	507-09-401	
Meritage Homes of Arizona, Inc.	16020 W Hackamore Drive	507-09-402	
Meritage Homes of Arizona, Inc.	16022 W Hackamore Drive	507-09-403	
Meritage Homes of Arizona, Inc.	16028 W Hackamore Drive	507-09-404	
Meritage Homes of Arizona, Inc.	16030 W Hackamore Drive	507-09-405	
Meritage Homes of Arizona, Inc.	25089 N 160th Avenue	507-09-448	
Meritage Homes of Arizona, Inc.	25107 N 160th Avenue	507-09-449	
Meritage Homes of Arizona, Inc.	25125 N 160th Avenue	507-09-450	
Meritage Homes of Arizona, Inc.	25143 N 160th Avenue	507-09-451	
Meritage Homes of Arizona, Inc.	25161 N 160th Avenue	507-09-452	
Meritage Homes of Arizona, Inc.	MODEL - 25269 N 160th Avenue	507-09-457	
Meritage Homes of Arizona, Inc.	MODEL - 25281 N 160th Avenue	507-09-458	
Meritage Homes of Arizona, Inc.	MODEL - 25293 N 160th Avenue	507-09-459	
Meritage Homes of Arizona, Inc.	MODEL - 25305 N 160th Avenue	507-09-460	
Meritage Homes of Arizona, Inc.	MODEL - 25317 N 160th Avenue	507-09-461	



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered after December 1, 2021.

DESCRIPTION

E-68 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIOD

Dusk: The time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the fixture and energy charges, plus adjustments:

I. FIXTURES (Includes Mounting Arm, if applicable)

Fixture Equipment Class	Fixture Cost Range (per unit)	Investment by Company Monthly Rate	Investment by Others Monthly Rate
A	\$ 1 - \$ 430	\$ 6.54	\$ 2.00
B	\$ 431 - \$ 520	\$ 7.97	\$ 2.43
C	\$ 521 - \$ 640	\$ 9.56	\$ 2.97
D	\$ 641 - \$ 820	\$ 11.43	\$ 3.80
E	\$ 821 - \$ 910	\$ 14.46	\$ 4.21
F	\$ 911 - \$ 1,010	\$ 16.10	\$ 4.67
G	\$ 1,011 - \$ 1,110	\$ 17.60	\$ 5.14
H	\$ 1,111 - \$ 1,250	\$ 19.95	\$ 5.77
I	\$ 1,251 - \$ 1,520	\$ 22.20	\$ 7.00
J	\$ 1,521 - \$ 1,670	\$ 27.06	\$ 7.70
K	\$ 1,671 - \$ 1,850	\$ 30.08	\$ 8.52

Note: Equipment cost greater than \$1,850 shall be Customer owned.



II. ENERGY (Includes Generation, T&D, RCS & SBC)

Monthly energy charges for new lighting fixtures will be determined by the Company using the following method:

$$\text{kWh} = \text{Fixture Wattage} \times 344 \text{ Usage Hours}$$

$$\text{Generation} = \text{kWh per month} \times \$0.07575$$

$$\text{T\&D, RCS, System Benefits} = \text{kWh per month} \times \$0.03068$$

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWh reflects the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. kWh is determined by the company based on the rated wattage of the equipment and an established average hourly usage per month.
5. The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

			CHARGES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.69	\$ 2.03
			22 ft.	\$ 16.53	\$ 2.28
			25 ft.	\$ 17.89	\$ 2.47
			30 ft.	\$ 20.55	\$ 2.83
			32 ft.	\$ 21.59	\$ 2.86
		2 Simplex Adapters	12 ft.	\$ 15.66	\$ 2.16
			22 ft.	\$ 18.00	\$ 2.48
			25 ft.	\$ 18.77	\$ 2.59
			30 ft.	\$ 21.82	\$ 3.01
			32 ft.	\$ 23.27	\$ 3.21
	Square Steel	5"	13 ft.	\$ 16.84	\$ 2.31
			15 ft.	\$ 15.04	\$ 2.07
			23 ft.	\$ 17.85	\$ 2.46
			25 ft.	\$ 19.62	\$ 2.70
			28 ft.	\$ 21.78	\$ 3.00
			32 ft.	\$ 21.66	\$ 2.99
Concrete		12 ft.	\$ 50.19	\$ 6.91	
Fiberglass		12 ft.	\$ 42.50	\$ 5.85	
Decorative Transit	4"	16 ft.	\$ 41.44	\$ 5.72	
Decorative Transit	6"	30 ft.	\$ 80.01	\$ 11.02	
Hinged Poles	Square	15 ft.	\$ 15.93	\$ 1.30	
	Round	19 ft.	\$ 14.40	\$ 1.18	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.13	\$ 1.93
			22 ft.	\$ 15.98	\$ 2.20
			25 ft.	\$ 17.32	\$ 2.39
			30 ft.	\$ 20.00	\$ 2.77
			32 ft.	\$ 21.02	\$ 2.89
		2 Simplex Adapters	12 ft.	\$ 15.09	\$ 2.07
			22 ft.	\$ 16.86	\$ 2.31
			25 ft.	\$ 18.20	\$ 2.49
			30 ft.	\$ 21.26	\$ 2.92
			32 ft.	\$ 22.70	\$ 3.12
	3 Bolt Arm	32 ft.	\$ 26.09	\$ 3.58	
	Square Steel	5"	13 ft.	\$ 16.29	\$ 2.25
			15 ft.	\$ 16.66	\$ 2.28
			23 ft.	\$ 17.29	\$ 2.39
			25 ft.	\$ 19.07	\$ 2.64
			28 ft.	\$ 21.19	\$ 2.92
32 ft.			\$ 22.00	\$ 3.01	



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

			CHARGES		
			Investment by Company	Investment by Others	
			Height		
C. Direct Bury	Round Steel		19 ft.	\$ 22.23	\$ 3.07
			30 ft.	\$ 17.36	\$ 3.21
			38 ft.	\$ 21.18	\$ 3.29
		Self	40 ft.	\$ 26.09	\$ 4.13
		Stepped	25 ft.	\$ 60.01	\$ 4.90
			32 ft.	\$ 63.20	\$ 5.16
			49 ft.	\$ 78.45	\$ 10.81
	Square Steel	4"	34 ft.	\$ 19.15	\$ 3.32
		5"	20 ft.	\$ 18.19	\$ 3.01
			30 ft.	\$ 18.96	\$ 3.12
			38 ft.	\$ 20.57	\$ 3.57
		8"	28 ft.	\$ 34.33	\$ 2.79
			32 ft.	\$ 35.89	\$ 2.94
Decorative Transit		41 ft 6"	\$ 24.71	\$ 3.63	
	Decorative Transit	47 ft.	\$ 30.79	\$ 4.53	
	Steel Distribution Pole (for lighting only)	35 ft.	\$ 28.42	\$ 3.74	
D. Post Top	Decorative Transit Anchor Base		16 ft.	\$ 42.33	\$ 5.81
	Gray Steel/Fiberglass		23 ft.	\$ 14.68	\$ 2.41
	Black Steel		23 ft.	\$ 16.18	\$ 2.67
E. Existing distribution pole suitable for streetlight use				\$ 1.78	--
F. Wood	Wood Poles		30 ft.	\$ 10.80	
			35 ft.	\$ 10.80	
			40 ft.	\$ 15.00	

IV. ANCHOR BASE

		CHARGES		
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	\$ 11.96	\$ 1.65
		6 ft.	\$ 14.27	\$ 2.47
B. Pedestal		8 ft.	\$ 16.35	\$ 2.85
	For 32' Round Steel Pole only	4 ft. 6"	\$ 11.34	\$ 1.96



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

Underground Circuit Charges	
a. Per foot of cable, installed under paving	\$ 0.19051
b. Per foot of cable, not installed under paving	\$ 0.06724

TRIP CHARGE

A \$150.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

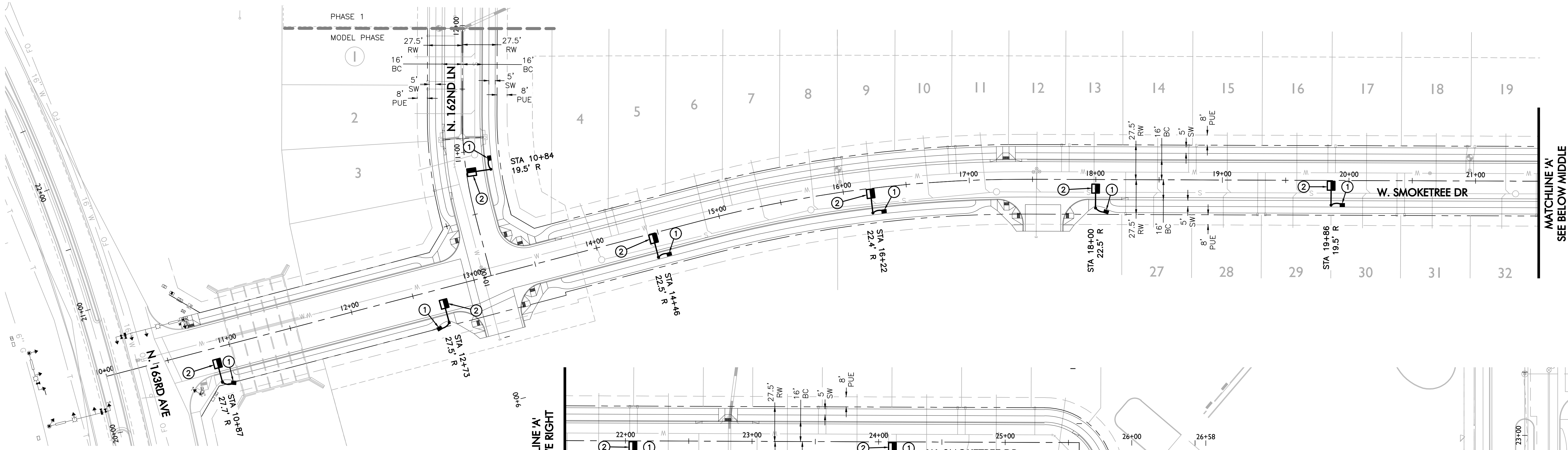
1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
5. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
6. The Tax Expense Adjustor Mechanism charge, Adjustment Schedule TEAM.
7. The Court Resolution Surcharge, Adjustment Schedule CRS-1.
8. The System Reliability Benefit Adjustment Mechanism charge, Adjustment Schedule SRB-1.
9. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.



SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.
2. The Customer's bill will not be reduced due to photocontrol or cable repair or replacement outages.
3. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
4. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground, the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
5. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract, maintenance, or service agreement.

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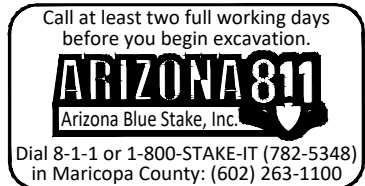
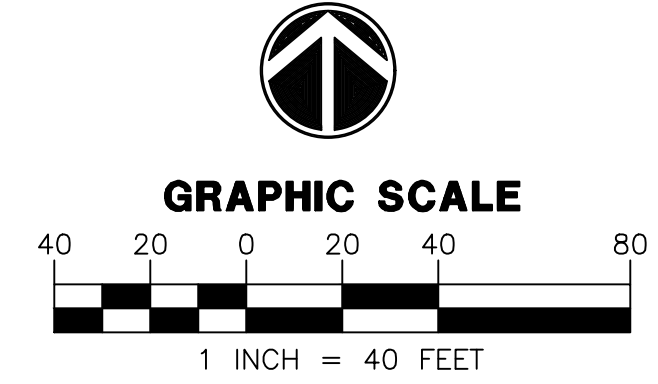


LEGEND

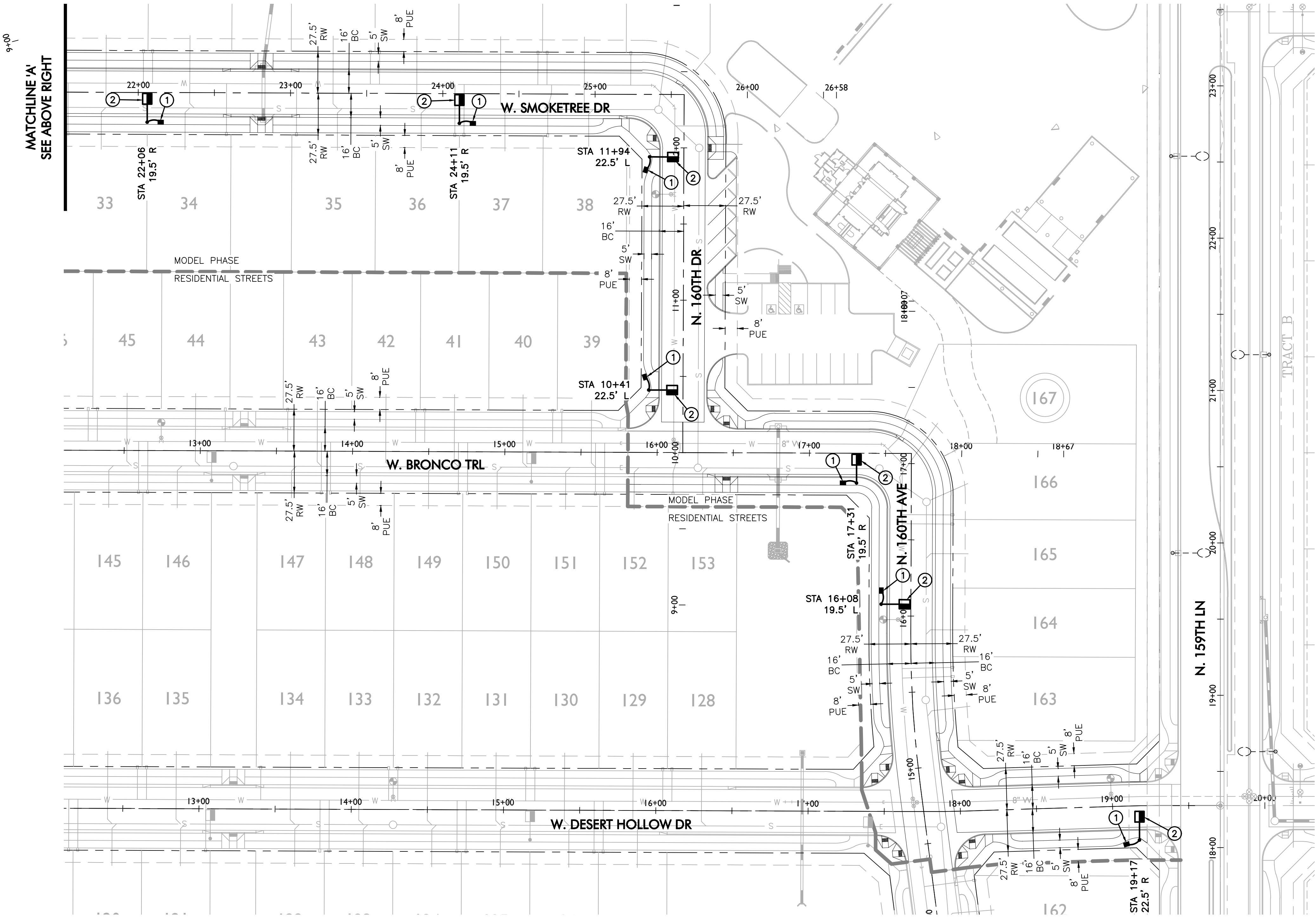
- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- EXISTING STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT
- PROPOSED STREET LIGHT PER ADJACENT PLAN

CONSTRUCTION NOTES

- INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- 43W LED (4,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCCELL, 30'-6" DIRECT BURIED POLE, 2" MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.



APPROVED
CITY OF SURPRISE
ENGINEER
NDE



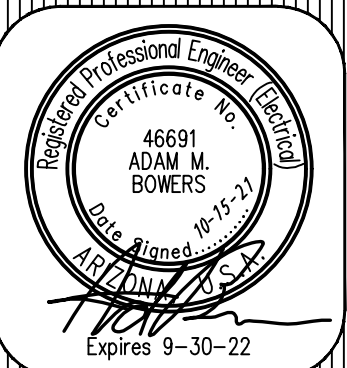
WRIGHT ENGINEERING
PROJECT NO:
21387
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

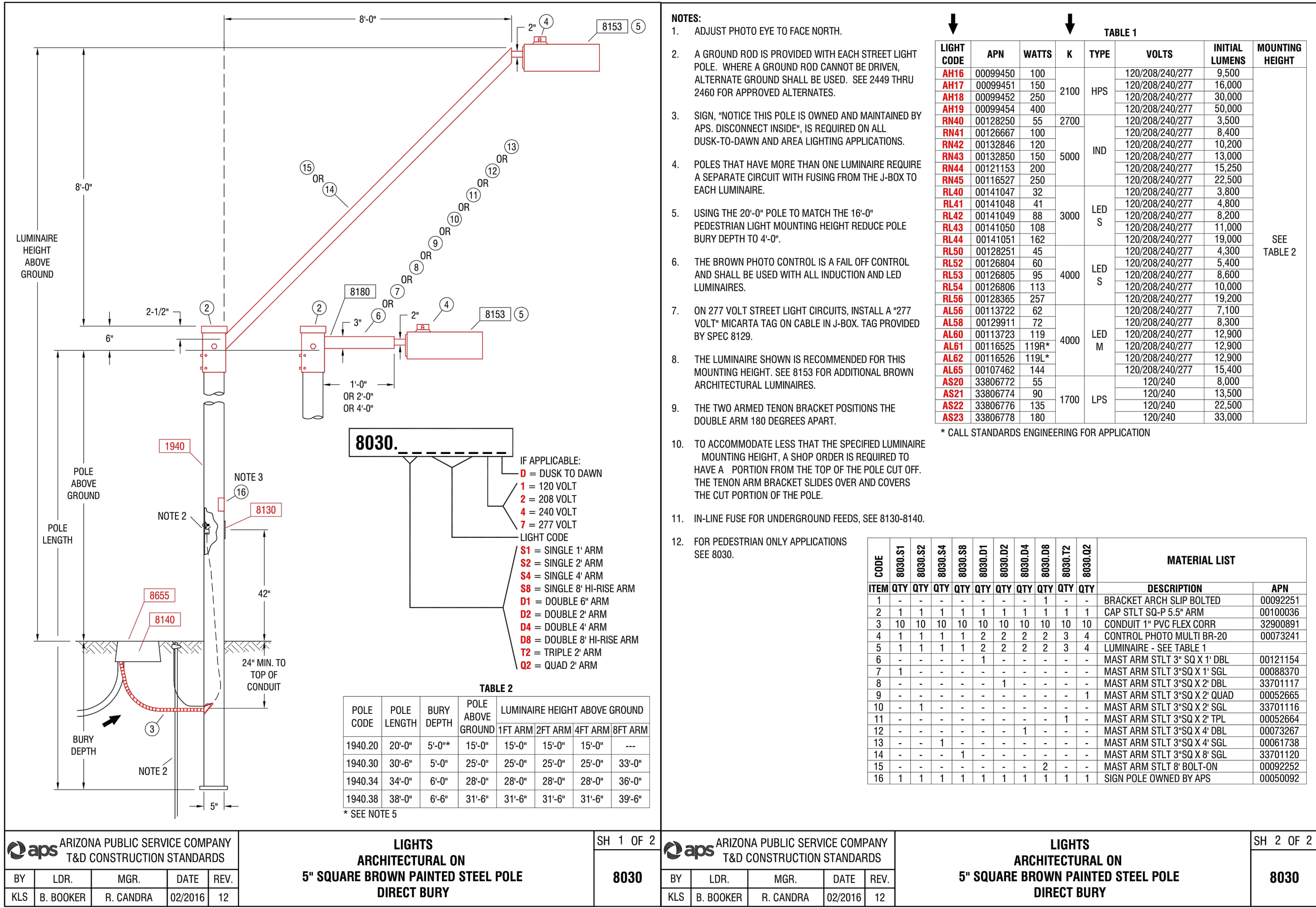
**SURPRISE, ARIZONA
ELLEN RANCH
MODEL PHASE
STREET LIGHT PLAN**

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	AUG 2021	1ST SUBMITTAL
2	OCT 2021	2ND SUBMITTAL



DRAWING NO:
SL2
OF 3

FS21-507



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STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:
THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.
ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.
THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

PRIOR TO SUBMITTING A PROPOSAL, THE BIDDER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN THE BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

PRIOR TO ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHOULD VERIFY DIMENSIONS AT THE SITE. IMMEDIATELY REPORT DIFFERENCES TO THE ENGINEERING MGR. AND SHOULD NOT PROCEED WITH WORK UNTIL THE ENGINEERING MGR. RENDERS A DECISION. NO EXTRA CHARGES OR COMPENSATION WILL BE ALLOWED FOR DIFFERENCES IN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE DRAWINGS.

5.01 GENERAL:
THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE STATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT INSTALLATION IN THE CITY RIGHT-OF-WAY.

ONE PROJECT UNDERGROUND UTILITIES (RIGHT OF WAY) PERMIT AND ONE STREETLIGHT PERMIT FOR EACH STREET LIGHT POLE SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

5.02 WORKING / "AS BUILT" PLANS:
ACCEPTANCE OF THE COMPLETED IMPROVEMENTS WILL NOT BE GIVEN UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS BUILT" PLANS HAVE BEEN SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

5.03 LIGHT POLES:
LIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETE.

5.04 EMBEDMENT:
DIRECT BURIED POLES SHALL BE SET IN A TWELVE (12) INCH AUGURED HOLE DEPTH AS SPECIFIED IN UNDISTURBED EARTH. POLE SHALL BE SET PLUMB IN TWO DIRECTIONS 90 DEGREES APART. HAND TAMPING OF ABC BACKFILL WITH PNEUMATIC OR VIBRATING EQUIPMENT IS THE ACCEPTABLE METHOD OF COMPACTION. BACKFILL SHALL BE COMPACTED TO 85% OF MAXIMUM DENSITY AS DEFINED BY ASTM D-2922 AND D-3017. A GROUND ROD SHALL BE INSTALLED ADJACENT TO PULL BOX IN UNDISTURBED SOIL AND A LEAD IN COPPER BOND WIRE (#6) SHALL BE INSTALLED IN 1" CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (OR EQUAL) FOR POLE GROUNDING.

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:
LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCCELL. CONTRACTOR SHALL ASSURE THAT THE LUMINAIRES SHALL BE FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT BEFORE HE LEAVES THE SITE.

LUMINAIRES FURNISHED WITH MULTI-TAP BALLASTS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.

5.06 WIRING:
WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:
EACH POLE SHALL HAVE A 8' X 5/8" COPPER CLAD GROUND ROD DRIVEN ADJACENT TO PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE.

5.08 PULL BOXES:
EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATION SHALL BE PER THE ELECTRIC UTILITY COMPANY STANDARDS.

5.09 TRENCH
TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

THE USE OF A COMMON ELECTRIC UTILITY COMPANY TRENCH IS PERMITTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANY FOR COORDINATION OF TRENCHING AND THE INSTALLATION OF CONDUIT.

CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THE PLANS. CONDUIT SHALL BE 1 INCH CARFLEX LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT OR EQUAL. CONDUIT MUST BE UL RATED AND SUITABLE FOR UNDERGROUND USE.

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:
THE CONTRACTOR SHALL FURNISH AND INSTALL A NUMBER ON EACH LIGHT POLE. STREET LIGHT POLE IDENTIFICATION AND SPECIFICATIONS WILL BE PROVIDED BY THE CITY OF SURPRISE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING STREET LIGHT CONSTRUCTION TO THEIR ORIGINAL CONDITION IN CONFORMANCE WITH "MAG" SPECIFICATION SECTION 107.9.

THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THE FOLLOWING TEST.

PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO CONSECUTIVE DAYS WITHOUT INTERRUPTION OR FAILURE. IF A LAMP OR BALLAST SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED.

THE CONTRACTOR SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ENGINEERING MANAGER, AGAINST IMPERFECT WORKMANSHIP, FAILURE, MALFUNCTION OF MATERIALS AND/OR EQUIPMENT DUE TO FAULTY OR IMPERFECT WORKMANSHIP. THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. WORK FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.

ELLEN RANCH
RESIDENTIAL STREETS
STREET LIGHT DESIGN

GENERAL ENGINEERING NOTES

- ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
- THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
- THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
- THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
- ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
- THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
- NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
- ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
- TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
- PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
- EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

COORDINATION LIST:			
SERVICE	PROVIDER	CONTACT PERSON	DATE OF CONTACT
WATER/SEWER	CITY OF SURPRISE	MAOLIN ZHENG	08-18-2021
GAS	SOUTHWEST GAS	ADAM SHOCHAT	08-18-2021
ELECTRIC	APS	MARA NEWMAN	08-18-2021
TELEPHONE	CENTURYLINK / COX	PAT PROVOST (CL) VICTOR SCHAUM (COX)	08-18-2021
CABLE TV	CENTURYLINK / COX	PAT PROVOST (CL) VICTOR SCHAUM (COX)	08-18-2021

STREET LIGHTING (APS AREA)															APS STANDARD CODE NO.
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE							
					POLE HEIGHT	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE	STYLE	
②		LOCAL	PER PLANS	21	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,900	39 W	TYPE A3	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S2

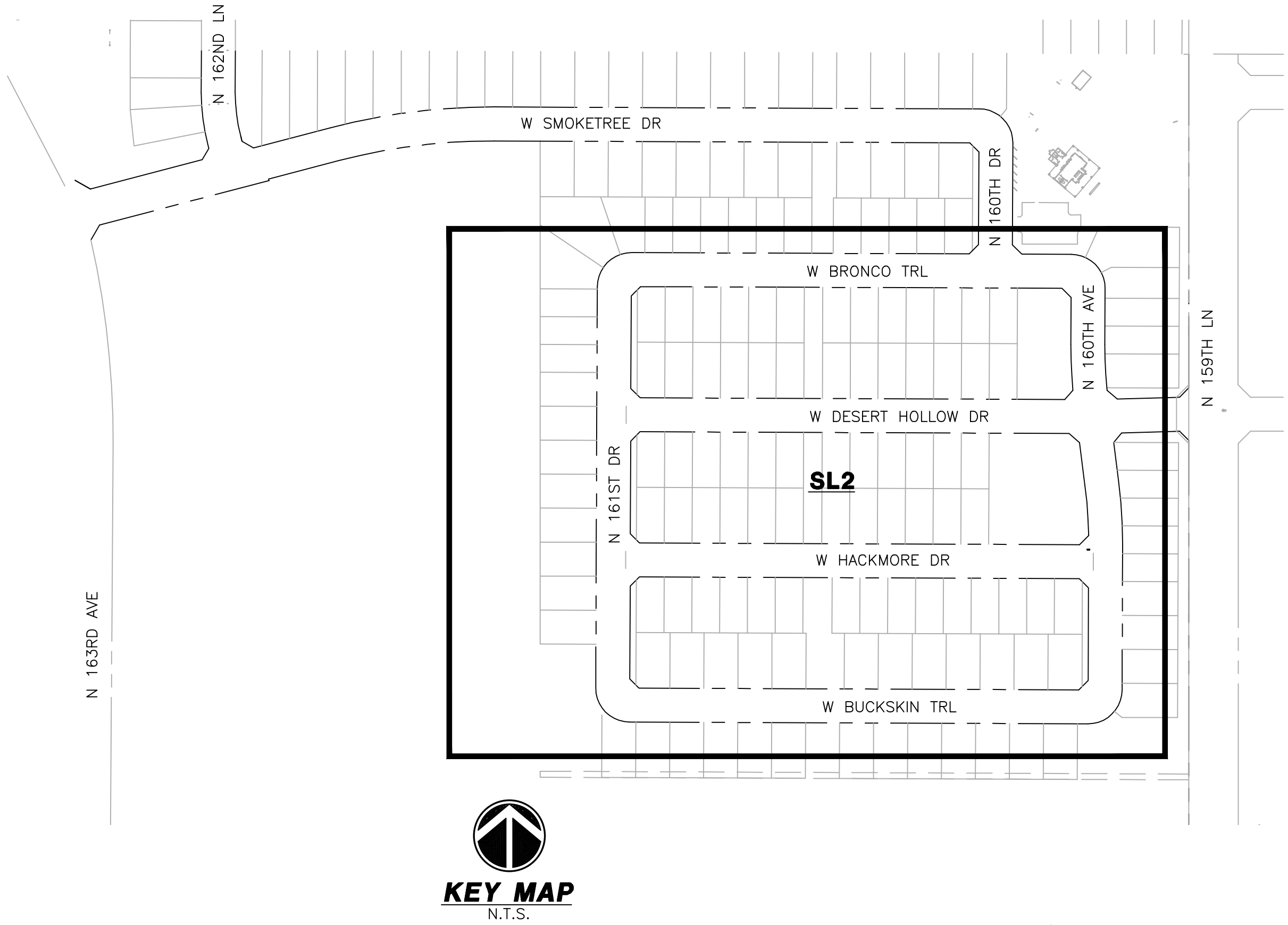
*PER UTILITY COMPANY REQUIREMENTS

NOTE

- ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.
- THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.



CITY OF SURPRISE APPROVAL

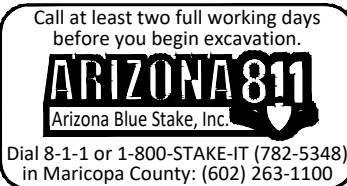
THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

Munda Lemka
CITY OF SURPRISE ENGINEER

06/24/2022
DATE

CIVIL ENGINEER
EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
PHONE: (480) 503-2250
CONTACT: JOHN MCGHEE, P.E.

OWNER
MERITAGE HOMES
8800 E RAIN TREE DR, SUITE 300
SCOTTSDALE, AZ 85260
PHONE: (480) 515-8251
CONTACT: JASON JARVIS



WRIGHT ENGINEERING
PROJECT NO:
21387
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

SURPRISE, ARIZONA
ELLEN RANCH
RESIDENTIAL STREETS
STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	AUG 2021	1ST SUBMITTAL
2	OCT 2021	2ND SUBMITTAL
3	MAR 2022	3RD SUBMITTAL



DRAWING NO:
SL1
OF 3

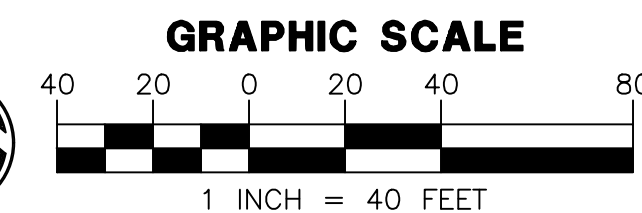
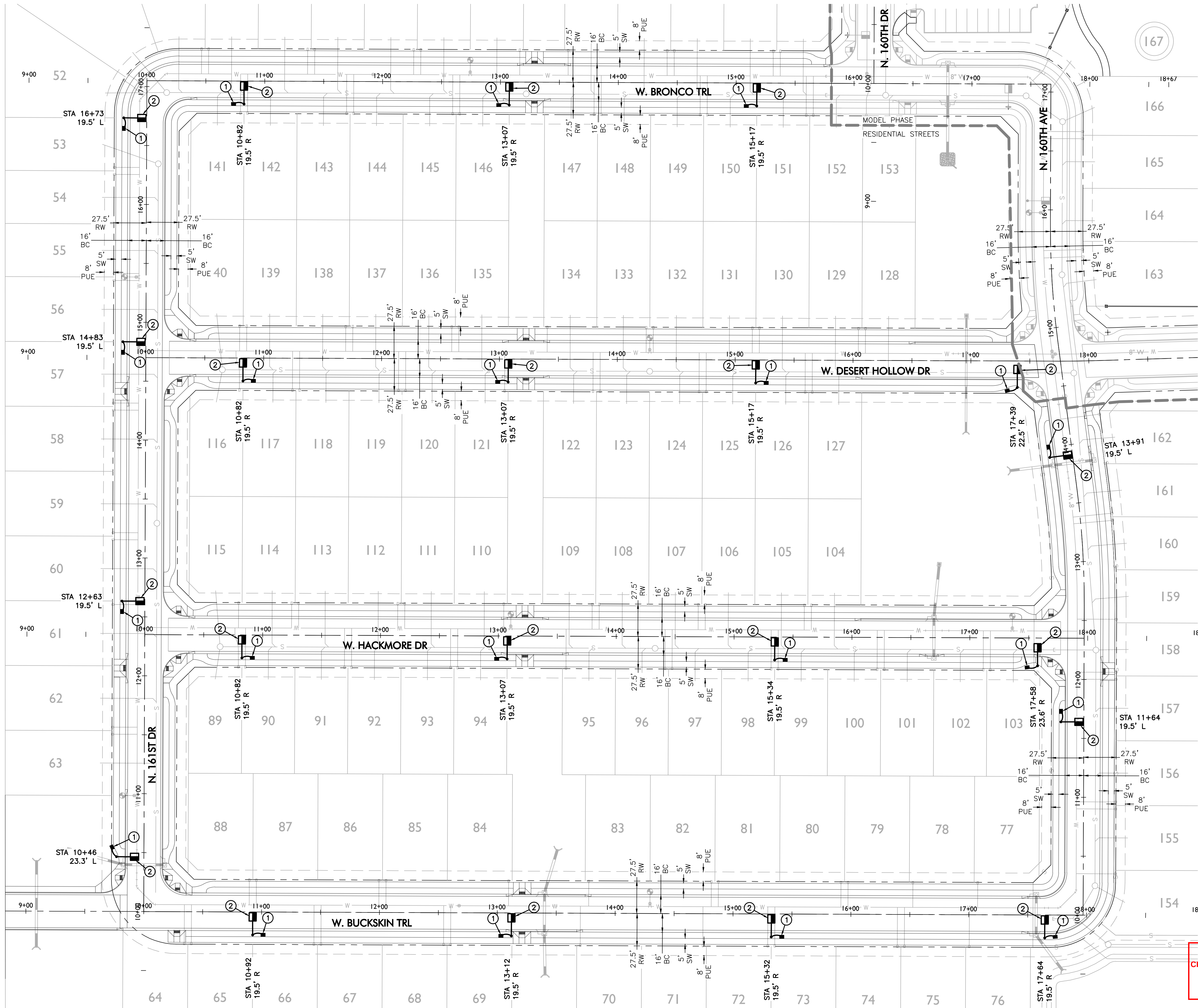
THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.
H:\2021\21387-Ellel Ranch SL & SE\21387-Residential Streets-SL.dwg

CONSTRUCTION NOTES

1. INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
2. 43W LED (4,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- EXISTING STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT
- PROPOSED STREET LIGHT PER ADJACENT PLAN



APPROVED
CITY OF SURPRISE
ENGINEER
NDE

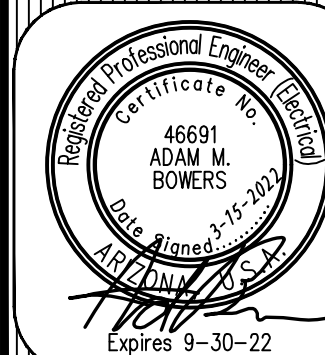
Call at least two full working days
before you begin excavation.
ARIZONA 811
Arizona Blue State, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
in Maricopa County: (602) 263-1100

PROJECT: TITLE:

SURPRISE, ARIZONA
ELLEN RANCH
RESIDENTIAL STREETS
STREET LIGHT PLAN

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)

1	AUG 2021	1ST SUBMITTAL
2	OCT 2021	2ND SUBMITTAL
3	MAR 2022	3RD SUBMITTAL



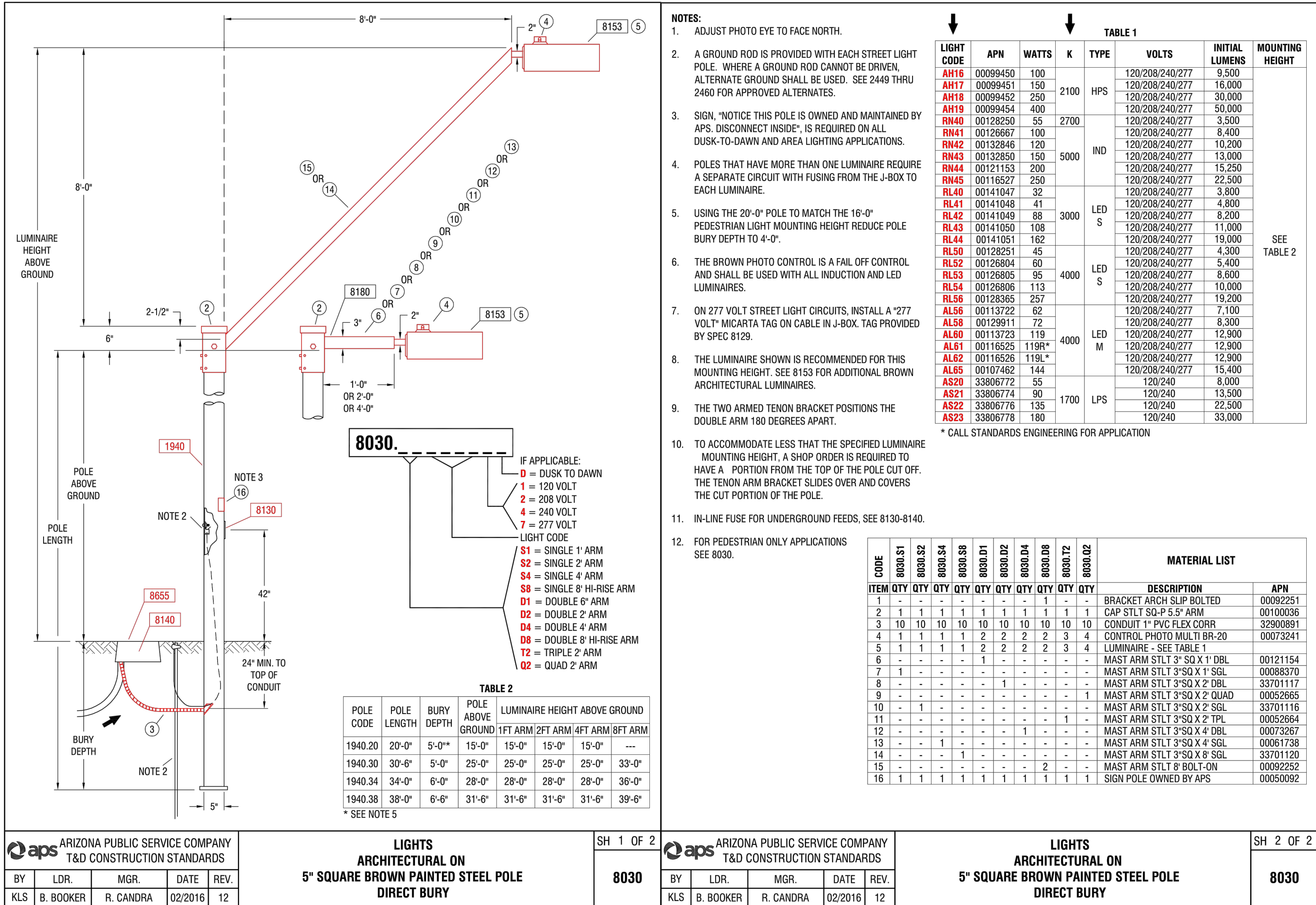
DRAWING NO:

SL2
OF 3

WRIGHT ENGINEERING
PROJECT NO:
21387
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

FS22-0150



WARNING!!!
THIS DESIGN DRAWING SHOULD ONLY BE
VIEWED/PRINTED ON "D" (36X24) SIZE PAPER.



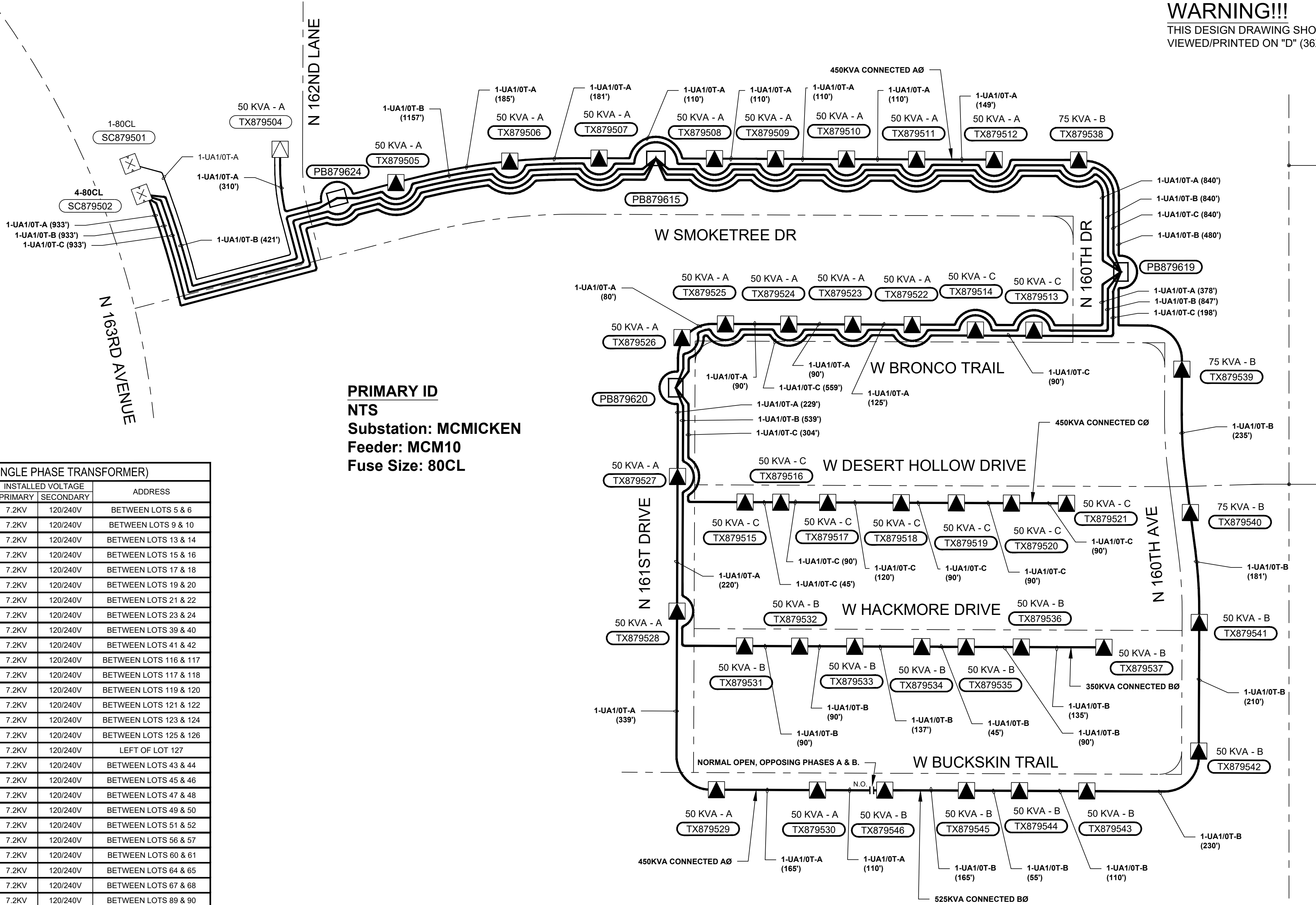
ISSUED-FOR-CONSTRUCTION

FINAL DESIGN

04/10/2023 ACT-MA

APS ENGINEERING
CHECKED BY:

JAY BRONSON
04/10/2023



PRIMARY ID
NTS
Substation: MCMICKEN
Feeder: MCM10
Fuse Size: 80CL

TRANSFORMER ORDER (OVERHEAD OR UNDERGROUND SINGLE PHASE TRANSFORMER)						
OPERATING NO.	KVA	INST/REM	PHASING	EQUIPMENT NO.	SERIAL NO.	INSTALLED VOLTAGE PRIMARY SECONDARY
TX879505	50	INST	A			7.2KV 120/240V
TX879506	50	INST	A			7.2KV 120/240V
TX879507	50	INST	A			7.2KV 120/240V
TX879508	50	INST	A			7.2KV 120/240V
TX879509	50	INST	A			7.2KV 120/240V
TX879510	50	INST	A			7.2KV 120/240V
TX879511	50	INST	A			7.2KV 120/240V
TX879512	50	INST	A			7.2KV 120/240V
TX879513	50	INST	C			7.2KV 120/240V
TX879514	50	INST	C			7.2KV 120/240V
TX879515	50	INST	C			7.2KV 120/240V
TX879516	50	INST	C			7.2KV 120/240V
TX879517	50	INST	C			7.2KV 120/240V
TX879518	50	INST	C			7.2KV 120/240V
TX879519	50	INST	C			7.2KV 120/240V
TX879520	50	INST	C			7.2KV 120/240V
TX879521	50	INST	C			7.2KV 120/240V
TX879522	50	INST	A			7.2KV 120/240V
TX879523	50	INST	A			7.2KV 120/240V
TX879524	50	INST	A			7.2KV 120/240V
TX879525	50	INST	A			7.2KV 120/240V
TX879526	50	INST	A			7.2KV 120/240V
TX879527	50	INST	A			7.2KV 120/240V
TX879528	50	INST	A			7.2KV 120/240V
TX879529	50	INST	A			7.2KV 120/240V
TX879530	50	INST	A			7.2KV 120/240V
TX879531	50	INST	B			7.2KV 120/240V
TX879532	50	INST	B			7.2KV 120/240V
TX879533	50	INST	B			7.2KV 120/240V
TX879534	50	INST	B			7.2KV 120/240V
TX879535	50	INST	B			7.2KV 120/240V
TX879536	50	INST	B			7.2KV 120/240V
TX879537	50	INST	B			7.2KV 120/240V
TX879538	75	INST	B			7.2KV 120/240V
TX879539	75	INST	B			7.2KV 120/240V
TX879540	75	INST	B			7.2KV 120/240V
TX879541	50	INST	B			7.2KV 120/240V
TX879542	50	INST	B			7.2KV 120/240V
TX879543	50	INST	B			7.2KV 120/240V
TX879544	50	INST	B			7.2KV 120/240V
TX879545	50	INST	B			7.2KV 120/240V
TX879546	50	INST	B			7.2KV 120/240V

DISCLAIMER

REVISED: 7/20/2021

BY ACCEPTING THIS DATA, RECIPIENT ACKNOWLEDGES AND AGREES TO THE FOLLOWING CONDITIONS:

- ALL DATA PROVIDED BY APS IS RESTRICTED TO USE AND REFERENCE ONLY TO THE SITE AND PROJECT FOR WHICH IT WAS ORIGINALLY PREPARED. ANY OTHER USES ARE PROHIBITED WITHOUT WRITTEN AUTHORIZATION FROM APS.
- ANY USE OF ELECTRONIC DATA RECEIVED FROM APS BY RECIPIENT SHALL BE AT THE RECIPIENT'S FULL RISK. RECIPIENT INDEMNIFIES AND HOLDS APS HARMLESS FROM DAMAGES, CLAIMS, OR LOSSES RESULTING FROM THE USE OF PROVIDED ELECTRONIC DATA. IN THE EVENT OF REQUIRED DEFENSE, RECIPIENT SHALL BE RESPONSIBLE FOR ANY AND ALL LEGAL EXPENSES AND ATTORNEY'S FEES. THE ELECTRONIC DATA RECEIVED FROM APS IS PROHIBITED FROM FURTHER DISTRIBUTION TO THIRD PARTIES WITHOUT WRITTEN AUTHORIZATION FROM APS.
- RECIPIENT ACKNOWLEDGES THAT CONSTRUCTION PLANS MAY BE UPDATED AND THE ELECTRONIC DATA PROVIDED HEREIN BY APS MAY BECOME OUTDATED. THE ELECTRONIC DATA SHALL NOT BE CONSIDERED "CONSTRUCTION DOCUMENTS". ALL DOCUMENTS CONSIDERED "CONSTRUCTION DOCUMENTS" SHALL BE HAND-COPY ONLY AND IT IS RECIPIENT'S RESPONSIBILITY TO ASSURE THE ELECTRONIC DATA CONFORMS AND MATCHES THE LATEST SET OF CONSTRUCTION DOCUMENTS.
- IT IS THE RECIPIENT'S RESPONSIBILITY TO CONTACT BLUE STAKE PRIOR TO TRENCHING OR DIGGING. FAILURE TO CONTACT BLUE STAKE MAY RESULT IN VIOLATIONS OF A.R.S. §§ 40-360.22 AND 40-360.23A.
- BY SIGNING THIS APPROVED DOCUMENT, CUSTOMER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED WITHIN THESE DRAWINGS ARE APS PROPRIETARY AND CUSTOMER ASSUMES FULL RESPONSIBILITY DUE TO ANY DEVIATIONS OR CHANGES WITHOUT WRITTEN CONSENT TO APS.

CITY OF SURPRISE APPROVAL

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAWS OR ORDINANCES.

CITY OF SURPRISE ENGINEER DATE

THIS SEAL CERTIFIES THAT THE ENGINEERING DESIGN ASSOCIATED WITH THE FIELD CHANGES WAS PREPARED BY ME OR UNDER MY SUPERVISION PER THE LAWS OF THE STATE.

Registered Professional Engineer (Electrical)
CERTIFICATE NO.
74396
KAMEL
FTAITI
04/10/2023
Date Signed: 04/10/2023
ARIZONA, U.S.A.

Expires 12/31/2024

SCALE: 1" = 40'

40' 20' 0' 40' 80'

North Arrow

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811
Call 811 or click Arizona811.com

DATA MODIFIED PER FIELD CONDITIONS

VICINITY MAP

W JOMAX RD
JOB SITE
W HAPPY VALLEY RD
163RD AVE
PROPOSED WICKENBURG HWY

QUARTER SECTION GRID DATA

T4N	R1W	Sec 6	SW 1/4	MAP# 47-W12
T	R	Sec	1/4	MAP#
T	R	Sec	1/4	MAP#
T	R	Sec	1/4	MAP#
T	R	Sec	1/4	MAP#

CONTACT: TAMMY BILLMAN
PHONE: 623-975-5724 MOBILE: 480-273-6559
INSPECTOR: BOB PICKERING
PHONE: 623-975-5761 MOBILE: 602-397-0078

REVISION

DATE	DESCRIPTION	BY

WA708344
ELLEN RANCH

FILE: WA708344.DWT
BY: ACT-MA DATE: 04/10/2023
SCALE: 1:40 SHEET 2 OF 6



	REMOVE 2895 Z18		INSTALL 2894.FA1A10T
02	REMOVE 2894.C(4)	///	INSTALL 2894.FA1A10T(4) 2660.CD80(4) 2660.CD65
03	INSTALL 7624.B033 75 KVA 7.200V (120/240V) IN-LINE FACE IN DIRECTION OF STREET 7904 7922 (APS TO PROVIDE, CUSTOMER TO INSTALL) 8881.DQ(2) (APS TO PROVIDE, CUSTOMER TO INSTALL)		
04	INSTALL 8718.AX (APS TO PROVIDE, CUSTOMER TO INSTALL) 8716.A1 (7.200V) 8881.DQ(2) (APS TO PROVIDE, CUSTOMER TO INSTALL)		
05	INSTALL **1940.30 (CUSTOMER TO PROVIDE & INSTALL) **8030.S2RL411 (120V) (4,900 LUMEN) LED (CUSTOMER TO PROVIDE & INSTALL) **8130.1 (CUSTOMER TO PROVIDE & INSTALL) 8143.0(2) 8655.NL (APS TO PROVIDE, CUSTOMER TO INSTALL)		
06	INSTALL **1940.30 (CUSTOMER TO PROVIDE & INSTALL) **8030.S2RL411 (120V) (4,900 LUMEN) LED (CUSTOMER TO PROVIDE & INSTALL) **8130.1 (CUSTOMER TO PROVIDE & INSTALL) **8143.0(2) (CUSTOMER TO PROVIDE & INSTALL) 8140 8655.NL (APS TO PROVIDE, CUSTOMER TO INSTALL) 2729.A3L 2727.3L(2)		
07	INSTALL 8760.1V (APS TO PROVIDE, CUSTOMER TO INSTALL)		

- (2 LOCATIONS) **08** INSTALL
 8718 AX (APS TO PROVIDE, CUSTOMER TO INSTALL)
 8716 A2 (7,200V)
 8881.DQ(4) (APS TO PROVIDE, CUSTOMER TO INSTALL)

(2 LOCATIONS) **09** INSTALL
 8718 AX (APS TO PROVIDE, CUSTOMER TO INSTALL)
 8716 A3 (7,200V)
 8881.DQ(6) (APS TO PROVIDE, CUSTOMER TO INSTALL)

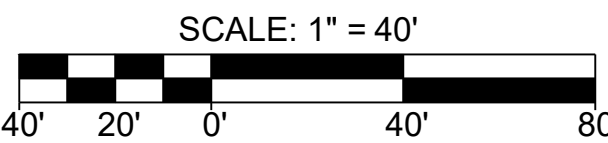
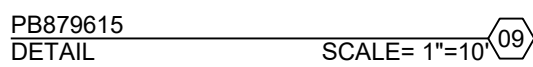
(35 LOCATIONS) **10** INSTALL
 7624.B032 50 KVA 7,200V (120/240V) IN-LINE
 FACE IN DIRECTION OF STREET
 7904
 7922 (APS TO PROVIDE, CUSTOMER TO INSTALL)
 8881.DQ(2) (APS TO PROVIDE, CUSTOMER TO INSTALL)

(3 LOCATIONS) **11** INSTALL
 7626.B032 50 KVA 7,200V (120/240V) END-OF-LINE
 FACE IN DIRECTION OF STREET
 7904
 7922 (APS TO PROVIDE, CUSTOMER TO INSTALL)
 8881.DQ (APS TO PROVIDE, CUSTOMER TO INSTALL)

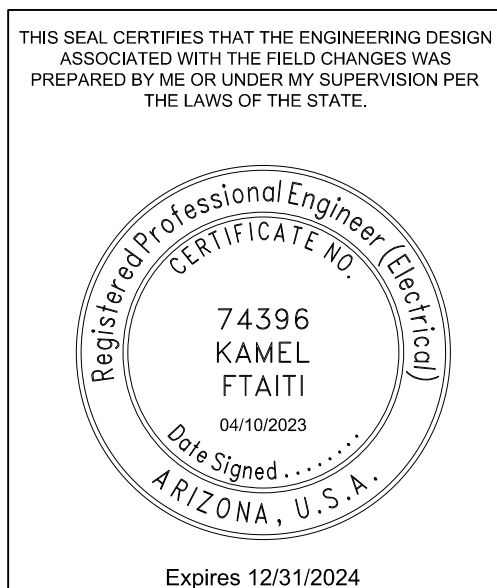
12 INSTALL
 7624.B033 75 KVA 7,200V (120/240V) IN-LINE
 FACE IN DIRECTION OF STREET
 7904
 7922 (APS TO PROVIDE, CUSTOMER TO INSTALL)
 8881.DQ(2) (APS TO PROVIDE, CUSTOMER TO INSTALL)

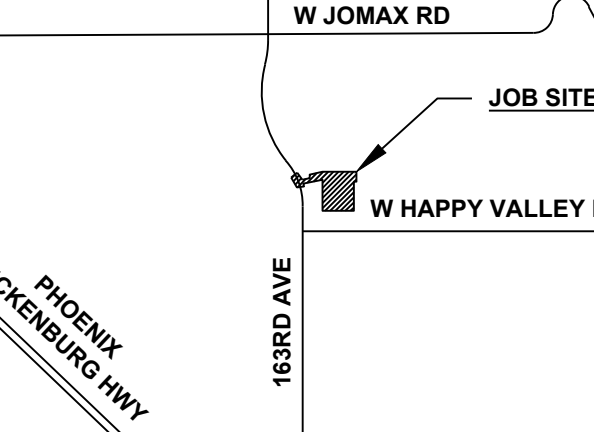
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 FACE IN DIRECTION OF STREET
 7904
 7922 (APS TO PROVIDE, CUSTOMER TO INSTALL)
 8881.DQ(2) (APS TO PROVIDE, CUSTOMER TO INSTALL)

14 INSTALL
 **..1940.30 (CUSTOMER TO PROVIDE & INSTALL)
 **..8030.SZRL411 (120V) (4,900 LUMEN) LED
 (CUSTOMER TO PROVIDE & INSTALL)
 **..8130.1 (CUSTOMER TO PROVIDE & INSTALL)
 **..8143.0(2) (CUSTOMER TO PROVIDE & INSTALL)
 8140.1
 8655.NL (APS TO PROVIDE, CUSTOMER TO INSTALL)
 2729.A3L
 2727.3L



Contact Arizona 811 at least two full working days before you begin excavation



DATA MODIFIED PER FIELD CONDITIONS				
VICINITY MAP				
				
QUARTER SECTION GRID DATA				
T4N	R1W	Sec 6	SW 1/4	MAP# 47-W12
T	R	Sec	1/4	MAP#
T	R	Sec	1/4	MAP#
T	R	Sec	1/4	MAP#
T	R	Sec	1/4	MAP#
CONTACT: TAMMY BILLMAN				
PHONE: 623-975-5724 MOBILE: 480-273-6559				
INSPECTOR: BOB PICKERING				
PHONE: 623-975-5761 MOBILE: 602-397-0078				
REVISION				
DATE		DESCRIPTION		BY
WA708344				
ELLEN RANCH				
FILE:WA708344.DWT				
BY: ACT-MA		DATE: 04/10/2023		
SCALE: 1:40		SHEET 3 OF 6		

Page 89 of 70

REVISÉ: 7/20/2021

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CITY OF SURPRISE ENGINEER _____ DATE _____

WARNING!!!
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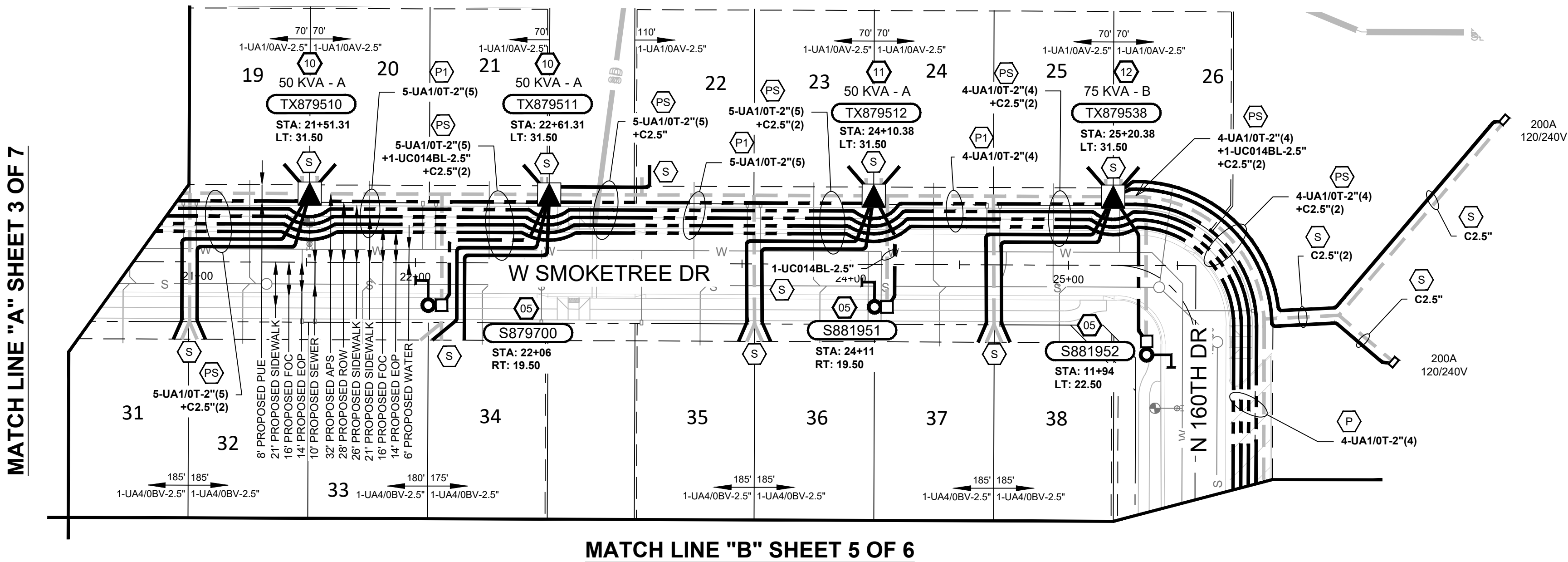
ISSUED-FOR-CONSTRUCTION

FINAL DESIGN

04/10/2023 ACT-MA

APS ENGINEERING
CHECKED BY:

JAY BRONSON
04/10/2023



CONSTRUCTION NOTES:

- 01 REMOVE 2895.Z18
02 REMOVE 2894.C(4)
(2 LOCATIONS) 03 INSTALL 7624.B033 75 KVA 7,200V (120/240V) IN-LINE FACE IN DIRECTION OF STREET 7904 7922 (APS TO PROVIDE, CUSTOMER TO INSTALL) 8881.DQ(2) (APS TO PROVIDE, CUSTOMER TO INSTALL)
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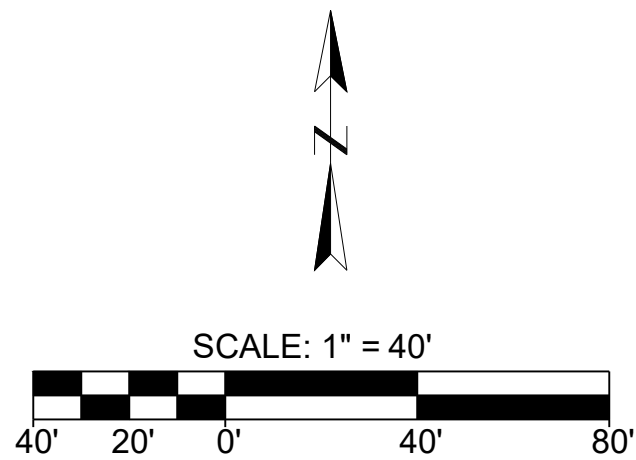
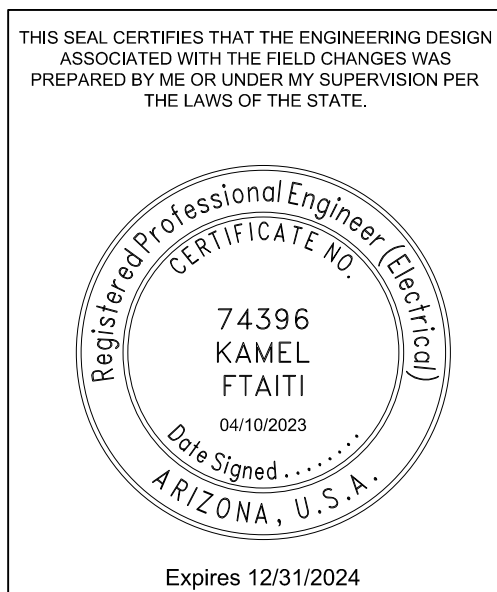
CITY OF SURPRISE ENGINEER DATE

DATA MODIFIED PER FIELD CONDITIONS				
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T	R	Sec	1/4	MAP#
T	R	Sec	1/4	MAP#
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CONTACT: TAMMY BILLMAN				
PHONE: 623-975-5724			MOBILE: 480-273-6559	
INSPECTOR: BOB PICKERING				
PHONE: 623-975-5761			MOBILE: 602-397-0078	
REVISION				
DATE	DESCRIPTION			BY
	WA708344			
	ELLEN RANCH			
FILE:WA708344.DWT				
BY: ACT-MA			DATE: 04/10/2023	
SCALE: 1:40			SHEET 4 OF 6	

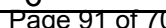
Contact Arizona 811 at least two full
working days before you begin excavation



Call 811 or click Arizona811.com



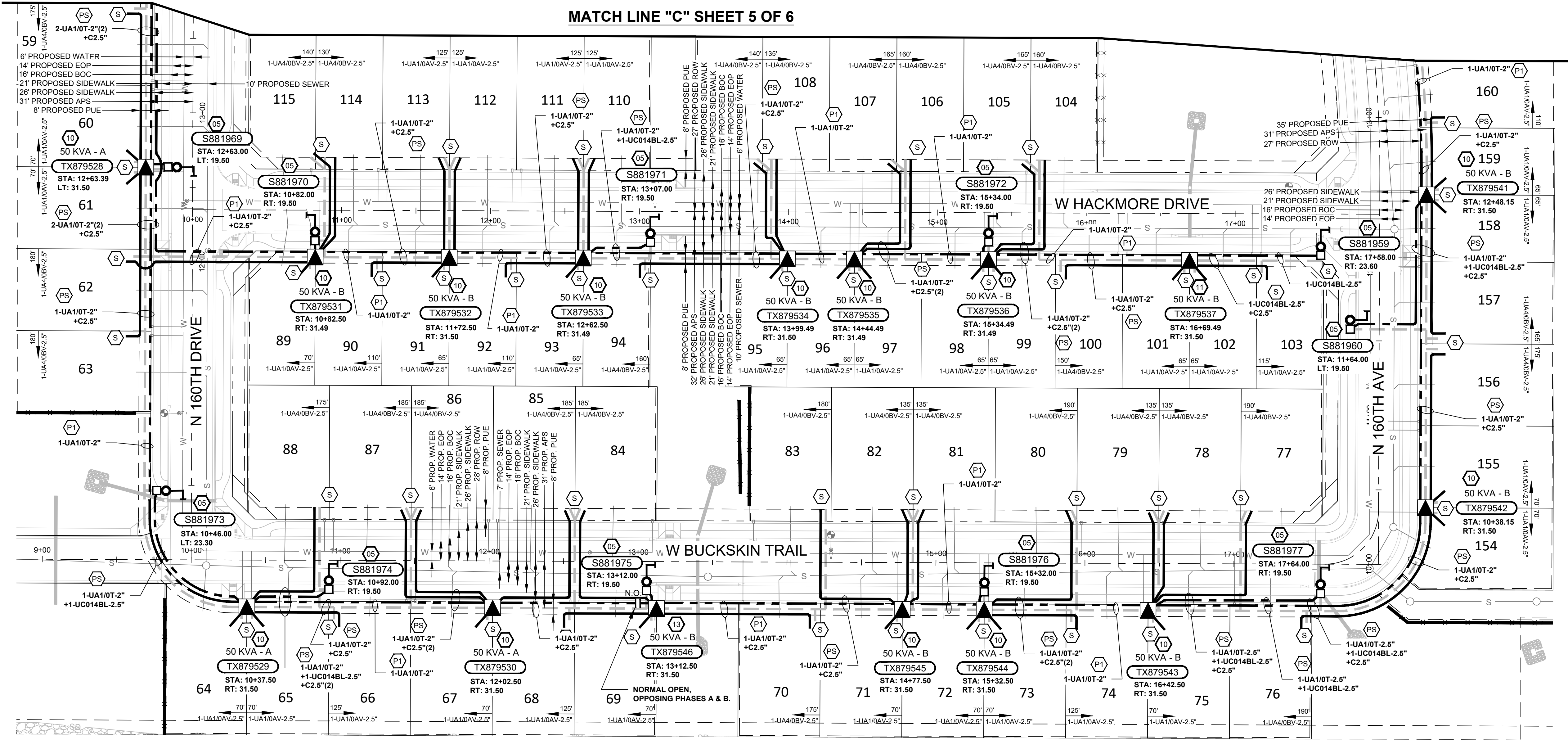
PB879619
DETAIL SCALE= 1"=10' 09



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ISSUED-FOR-CONSTRUCTION
FINAL DESIGN
04/10/2023 ACT-MA
APS ENGINEERING
CHECKED BY:
JAY BRONSON
04/10/2023



CONSTRUCTION NOTES:

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02 REMOVE 2894.C(4)
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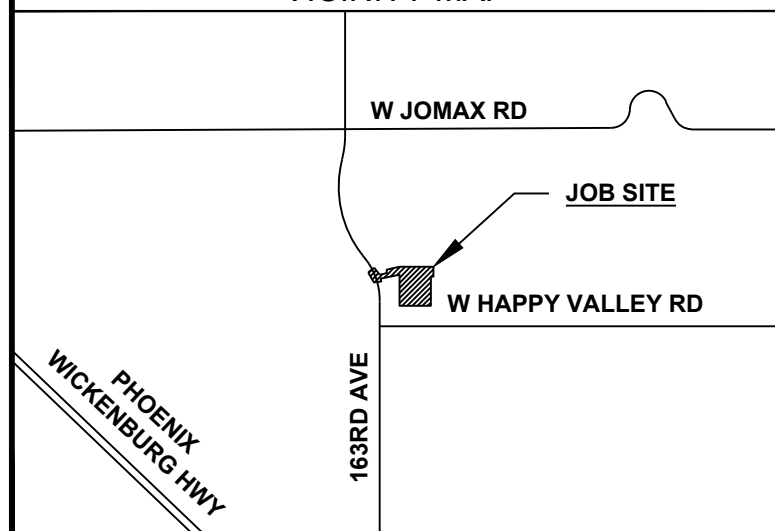
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CITY OF SURPRISE ENGINEER DATE

DATA MODIFIED PER FIELD CONDITIONS

VICINITY MAP



QUARTER SECTION GRID DATA

T4N	R1W	Sec 6	SW 1/4	MAP# 47-W12
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T	R	Sec	1/4	MAP#
T	R	Sec	1/4	MAP#
T	R	Sec	1/4	MAP#

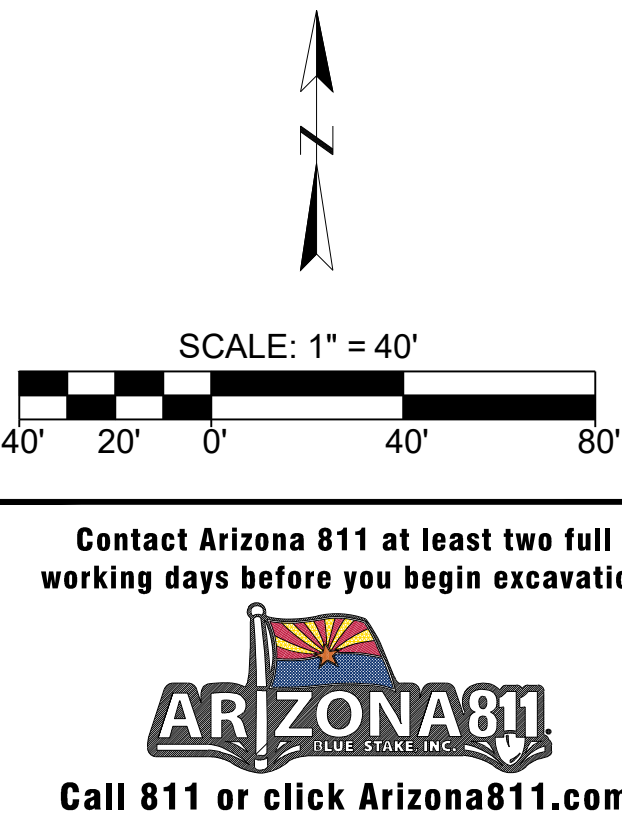
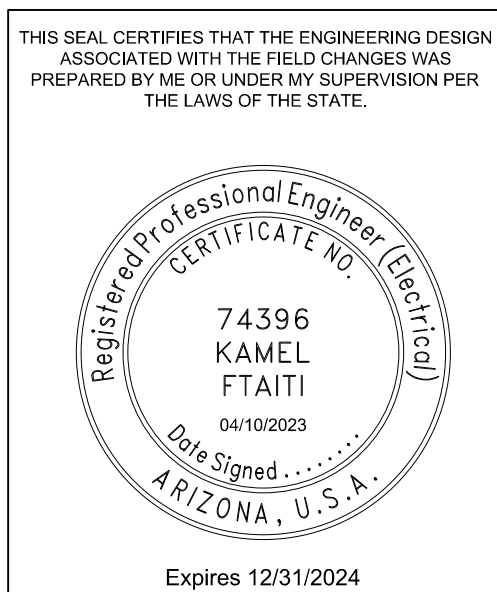
CONTACT: TAMMY BILLMAN
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INSPECTOR: BOB PICKERING
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REVISION

DATE	DESCRIPTION	BY

WA708344
ELLEN RANCH

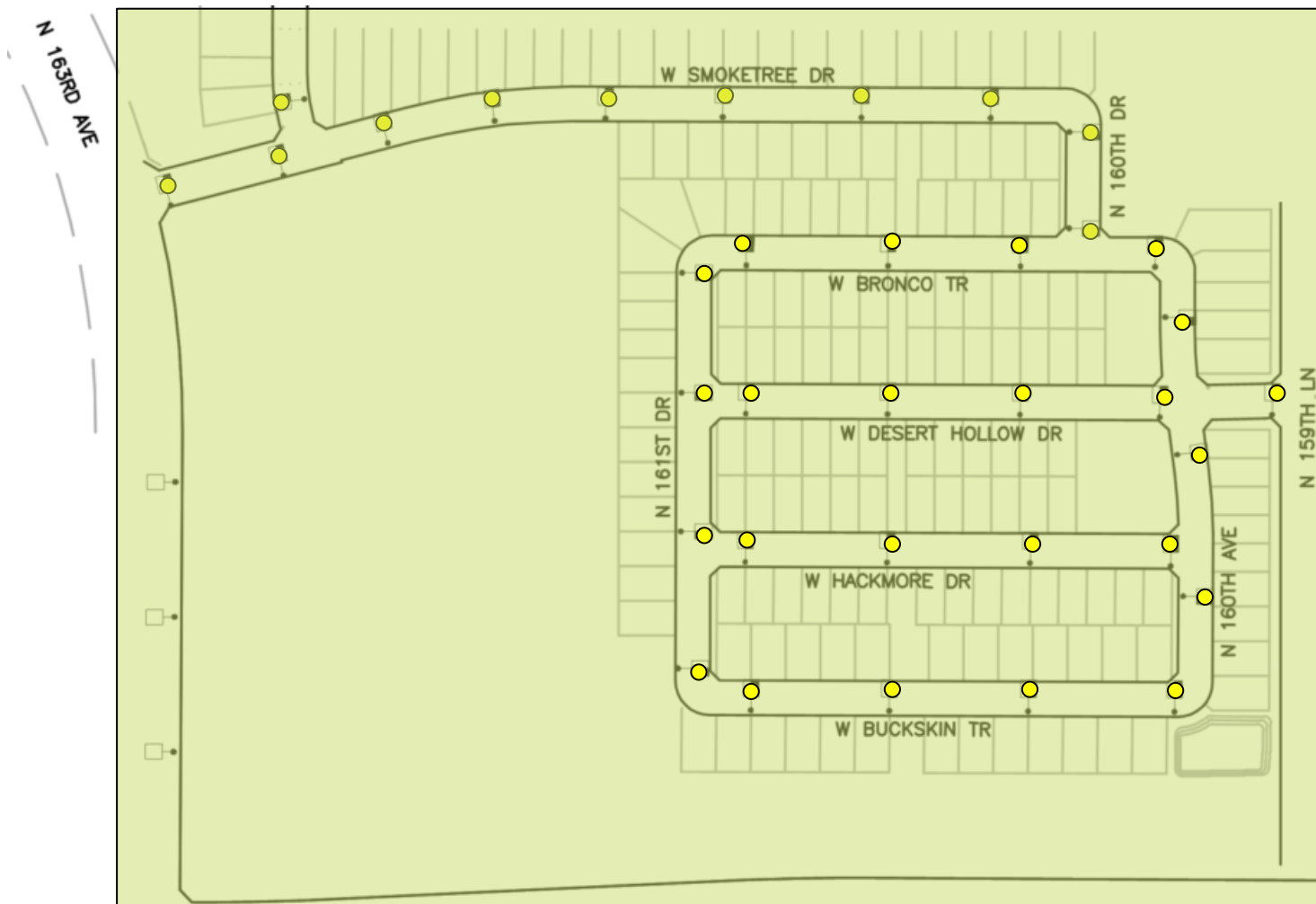
FILE: WA708344.DWT
BY: ACT-MA DATE: 04/10/2023
SCALE: 1:40 SHEET 6 OF 6



Ellen Ranch

Street Lights:

- Street Light Pole
- 35 proposing poles
- SLID Boundary





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 2

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

Consideration and action pertaining to enlarging an existing lighting improvement district known as City of Surprise, Arizona, SU-Park Place 183 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-89.

Motion:

I move to approve Resolution No. 2024-89.

Background:

SU-Park Place 183 was formed on February 4, 2020 (Resolution 2020-03). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed streetlight improvement district enlargement contains the signatures of all the real property owners in the enlargement area of the district, exclusive of mortgagees and other lien holders. 6 existing lights are proposed within this enlargement which are local and collector and will be billed to the SU-Park Place 183 SLID. The arterial roads will be billed to the City's SLID account.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

Policy Compliant:

The Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Streetlight Improvement District (SLID) is formed. The city strives to assure that residents are subject

to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

Once the SLID enlargement is illuminated, the City will begin levying the SLID to cover the additional SLID expenses. At the current time, the SLID is not incurring any expense because the SLID lights have not been illuminated, therefore there is no current financial impact.

Budget Impact:

Since the SLID enlargement is not illuminated, there is no revenue or expense budgeted in FY2025 nor are there budgets planned for FY2026 for the SLID. If the enlargement to the SLID is illuminated in FY2025 or FY2026, expenses will be charged to the SLID and recouped with a future levy.

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution 2024-89- Replat Grand Village North
 2. 02 PETITION
 3. 03 streetlight exhibit
 4. Res 2020-003-SU-PARK PLACE 183
-

RESOLUTION # 2024-89

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA, SU-PARK PLACE 183 LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on February 4, 2020, the Mayor and City Council of the City of Surprise adopted Resolution No. 2020-03, ordering the formation of the CITY OF SURPRISE, ARIZONA, SU-PARK PLACE 183 LIGHTING IMPROVEMENT DISTRICT (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district ("SLID") when proper notice has been given to the owners of property that will be added to the SLID in accordance with Ariz. Rev. Stat. Title 48, Chapter 4, Article 2;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to adopt the resolution ordering the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as "Petitioners") acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this resolution, with such boundaries as shown in the map in Exhibit B to this resolution; and

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

Section 1. District Enlargement. The CITY OF SURPRISE, ARIZONA, SU-PARK PLACE 183 LIGHTING IMPROVEMENT DISTRICT shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2025/2026, will apply to the District as enlarged by this Resolution.

Resolution No. 2024-89
RFLS # 9449
Rev 04/24

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

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

Legal Description

"EXHIBIT A"
DESCRIPTION FOR PROPOSED
STREET LIGHT IMPROVEMENT DISTRICT
GRAND VILLAGE CENTER NORTH"
A.P.N. 503-59-907

A portion of the Southwest quarter of Section 28 and a portion of the Northwest quarter of Section 33, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, being more particularly described as follows:

COMMENCING at the South quarter corner of Said Section 28, being marked with an aluminum cap flush with the surface, being South 89 degrees 25 minutes 09 seconds East 2622.52 feet from the Southwest quarter of said Section 28;

Thence, along the South line of the Southwest quarter of said Section 28, North 89 degrees 25 minutes 09 seconds West 939.04 feet to a point on the centerline of Parkview Place, said point being the POINT OF BEGINNING;

Thence, along said centerline, South 43 degrees 45 minutes 35 seconds West 248.95 feet to the intersection of the centerlines of said Parkview Place and West Mountain View Boulevard;

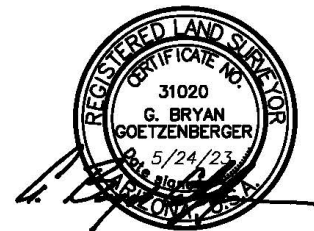
Thence, along the centerline of said West Mountain View Boulevard, North 46 degrees 04 minutes 37 seconds West 159.73 feet to the beginning of a non-tangent curve to the left, the radius point of which bears South 43 degrees 42 minutes 19 seconds West 500.00 feet;

Thence along said non-tangent curve through a central angle of 41 degrees 20 minutes 50 seconds, an arc length of 360.82' to a point on the Southerly extension of the West line of Lot 3, GRAND VILLAGE CENTER NORTH, according to the plat recorded in Book 488 of Maps, Page 44, records of Maricopa County, Arizona;

Thence, along said extension line, North 02 degrees 24 minutes 51 seconds East 55.00 feet to a point on the Northerly Right-of-Way line of said West Mountain View Boulevard, said point also being the Westernmost corner of said Lot 3;

*Thence, along the Westerly line of said Lot 3,
North 02 degrees 24 minutes 51 seconds East 127.95 feet;*

(CONTINUED ON PAGE 2)



JOB NO.: 230205
SECTION: 28 & 33
TOWNSHIP: 4 NORTH
RANGE: 1 WEST
DATE: MAY 24, 2023
SHEET 1 OF 3



ALLIANCE
LAND SURVEYING, LLC

www.alliancelandsurveying.com

7900 N. 70th AVENUE
SUITE 104
GLENDALE, AZ 85303
TEL (623) 972-2200
FAX (623) 972-1616
contactus@azals.com

"EXHIBIT A"
DESCRIPTION FOR PROPOSED
STREET LIGHT IMPROVEMENT DISTRICT
GRAND VILLAGE CENTER NORTH"
A.P.N. 503-59-907

(CONTINUED FROM PAGE 1)

Thence North 26 degrees 41 minutes 44 seconds East 245.71 feet;

Thence North 63 degrees 08 minutes 59 seconds West 32.01 feet;

Thence North 43 degrees 46 minutes 13 seconds East 446.96 feet to a point on the Southwesterly Right-of-Way line of Grand Avenue, said point being the Northernmost corner of said Lot 3;

Thence, along an extension of the Westerly line of said Lot 3, North 43 degrees 46 minutes 13 seconds East 100.00 feet to a point on the centerline of said Grand Avenue;

Thence, along said centerline, South 46 degrees 15 minutes 23 seconds East 15.92 feet to a point on the extension of the Northwesterly line of Lot 2 of said Grand Village Center North;

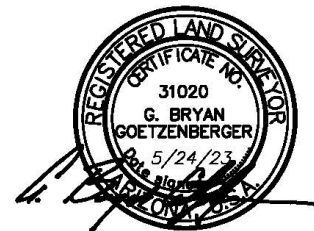
Thence, along said extension line, South 43 degrees 46 minutes 32 seconds West 100.00 feet to a point on the Southwesterly Right-of-Way line of said Grand Avenue, said point being the Northernmost corner of said Lot 2;

Thence, along the Northwesterly line of said Lot 2, South 43 degrees 46 minutes 32 seconds West 225.14 feet to the Westernmost corner of said Lot 2;

Thence, along the Southwesterly line of said Lot 2, South 46 degrees 18 minutes 26 seconds East 139.69 feet to the Southernmost corner of said Lot 2;

Thence, along the Southeasterly line of said Lot 2, North 43 degrees 44 minutes 51 seconds East 225.02 feet to a point on the Southwesterly Right-of-Way line of said Grand Avenue;

(CONTINUED ON PAGE 3)



JOB NO.: 230205
SECTION: 28 & 33
TOWNSHIP: 4 NORTH
RANGE: 1 WEST
DATE: MAY 24, 2023
SHEET 2 OF 3



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"EXHIBIT A"
DESCRIPTION FOR PROPOSED
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GRAND VILLAGE CENTER NORTH"
A.P.N. 503-59-907

(CONTINUED FROM PAGE 2)

Thence, along an extension of the Southeasterly line of said Lot 2, North 43 degrees 44 minutes 51 seconds East 100.00 feet to a point on the centerline of said Grand Avenue;

Thence, along said centerline, South 46 degrees 15 minutes 23 seconds East 305.56 feet to a point on the extension of the Northwestern line of Lot 4 of said Grand Village Center north;

Thence, along said extension line, South 48 degrees 37 minutes 07 seconds West 100.36 feet to a point on the Southwesterly Right-of-Way line of said Grand Avenue, said point being the Northernmost corner of said Lot 4;

Thence, along the Northwestern line of said Lot 4, South 48 degrees 37 minutes 07 seconds West 58.90 feet;

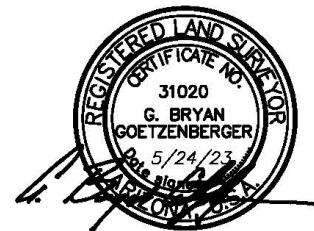
Thence South 43 degrees 44 minutes 43 seconds West 205.27 feet to the Westernmost corner of said Lot 4;

Thence, along the Southwesterly line of said Lot 4, South 46 degrees 13 minutes 51 seconds East 210.83 feet to the Southernmost corner of said Lot 4, said point being on the Northwestern Right-of-Way line of the aforementioned Parkview Place;

Thence, along an extension of the Southwesterly line of said Lot 4, South 46 degrees 13 minutes 51 seconds East 55.00 feet to a point on the centerline of said Parkview Place;

Thence, along said centerline, South 43 degrees 45 minutes 35 seconds West 172.57 feet to the POINT OF BEGINNING.

*Comprising 9.689 acres or 422059 square feet,
subject to all easements of record.*



JOB NO.: 230205
SECTION: 28 & 33
TOWNSHIP: 4 NORTH
RANGE: 1 WEST
DATE: MAY 24, 2023
SHEET 3 OF 3



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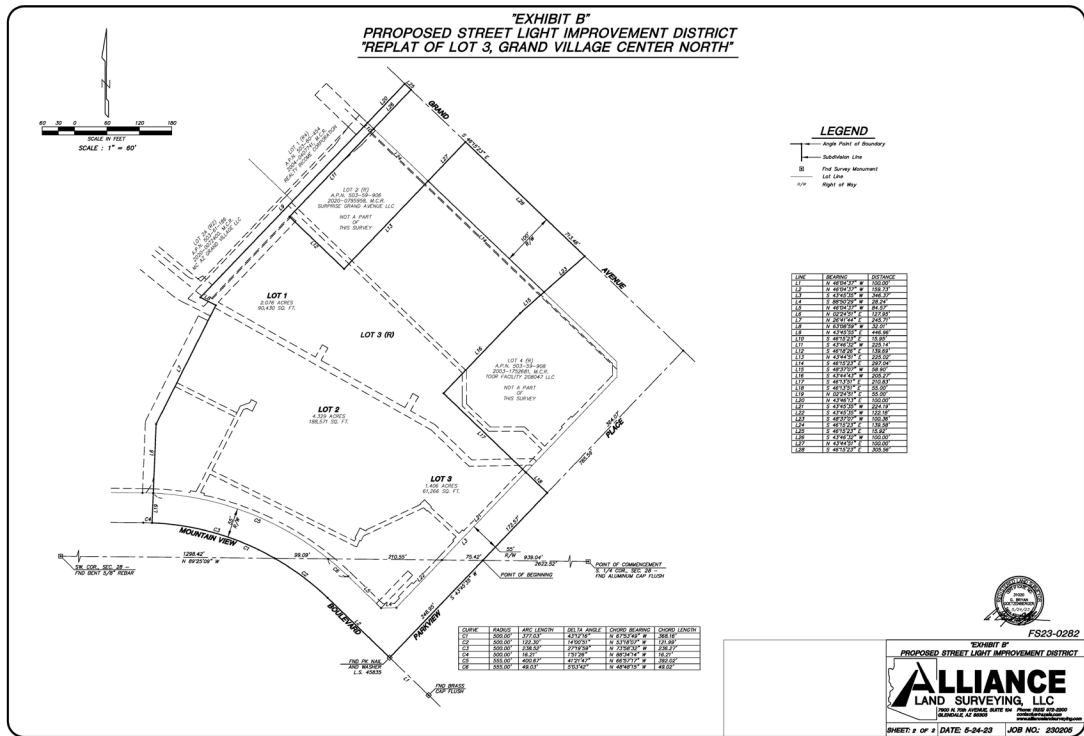
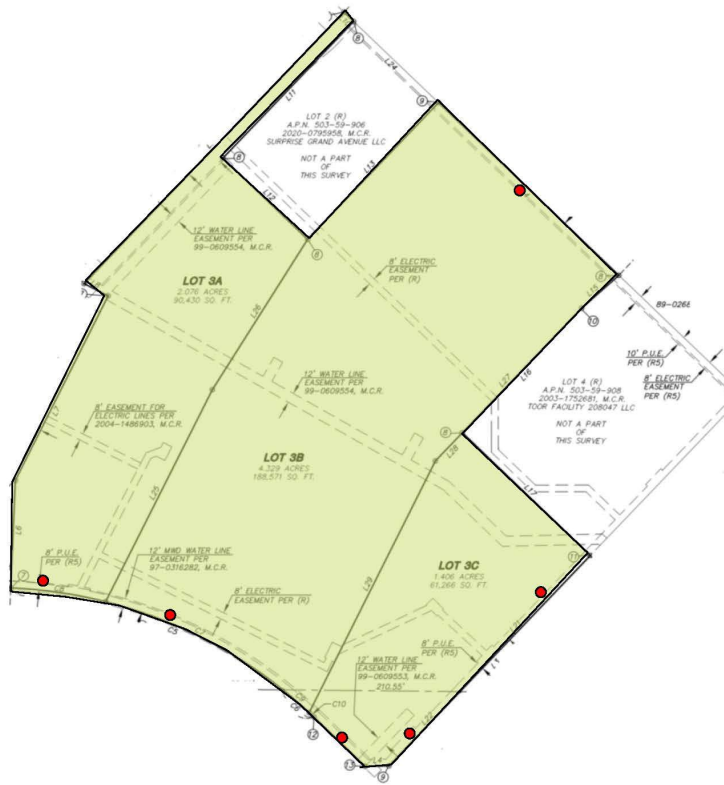


EXHIBIT B

Map

Grand Village Center North



STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit B attached hereto. This petition includes a charge for maintaining the lighting facilities.

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

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

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

The name of the existing street light improvements district to be enlarged:

SU-Park Place 183

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
GDC GRAND STORAGE, LLC	14505 W GRAND AVE, SURPRISE, AZ 85374	503-59-907	
			Jeff Garrett



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered after December 1, 2021.

DESCRIPTION

E-68 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIOD

Dusk: The time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the fixture and energy charges, plus adjustments:

I. FIXTURES (Includes Mounting Arm, if applicable)

Fixture Equipment Class	Fixture Cost Range (per unit)	Investment by Company Monthly Rate	Investment by Others Monthly Rate
A	\$ 1 - \$ 430	\$ 6.54	\$ 2.00
B	\$ 431 - \$ 520	\$ 7.97	\$ 2.43
C	\$ 521 - \$ 640	\$ 9.56	\$ 2.97
D	\$ 641 - \$ 820	\$ 11.43	\$ 3.80
E	\$ 821 - \$ 910	\$ 14.46	\$ 4.21
F	\$ 911 - \$ 1,010	\$ 16.10	\$ 4.67
G	\$ 1,011 - \$ 1,110	\$ 17.60	\$ 5.14
H	\$ 1,111 - \$ 1,250	\$ 19.95	\$ 5.77
I	\$ 1,251 - \$ 1,520	\$ 22.20	\$ 7.00
J	\$ 1,521 - \$ 1,670	\$ 27.06	\$ 7.70
K	\$ 1,671 - \$ 1,850	\$ 30.08	\$ 8.52

Note: Equipment cost greater than \$1,850 shall be Customer owned.



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

II. ENERGY (Includes Generation, T&D, RCS & SBC)

Monthly energy charges for new lighting fixtures will be determined by the Company using the following method:

$$\text{kWh} = \text{Fixture Wattage} \times 344 \text{ Usage Hours}$$

$$\text{Generation} = \text{kWh per month} \times \$0.07575$$

$$\text{T\&D, RCS, System Benefits} = \text{kWh per month} \times \$0.03068$$

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWh reflects the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. kWh is determined by the company based on the rated wattage of the equipment and an established average hourly usage per month.
5. The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

			CHARGES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.69	\$ 2.03
			22 ft.	\$ 16.53	\$ 2.28
			25 ft.	\$ 17.89	\$ 2.47
			30 ft.	\$ 20.55	\$ 2.83
			32 ft.	\$ 21.59	\$ 2.86
		2 Simplex Adapters	12 ft.	\$ 15.66	\$ 2.16
			22 ft.	\$ 18.00	\$ 2.48
			25 ft.	\$ 18.77	\$ 2.59
			30 ft.	\$ 21.82	\$ 3.01
			32 ft.	\$ 23.27	\$ 3.21
	Square Steel	5"	13 ft.	\$ 16.84	\$ 2.31
			15 ft.	\$ 15.04	\$ 2.07
			23 ft.	\$ 17.85	\$ 2.46
			25 ft.	\$ 19.62	\$ 2.70
			28 ft.	\$ 21.78	\$ 3.00
32 ft.			\$ 21.66	\$ 2.99	
Concrete		12 ft.	\$ 50.19	\$ 6.91	
Fiberglass		12 ft.	\$ 42.50	\$ 5.85	
Decorative Transit	4"	16 ft.	\$ 41.44	\$ 5.72	
Decorative Transit	6"	30 ft.	\$ 80.01	\$ 11.02	
Hinged Poles	Square	15 ft.	\$ 15.93	\$ 1.30	
	Round	19 ft.	\$ 14.40	\$ 1.18	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.13	\$ 1.93
			22 ft.	\$ 15.98	\$ 2.20
			25 ft.	\$ 17.32	\$ 2.39
			30 ft.	\$ 20.00	\$ 2.77
			32 ft.	\$ 21.02	\$ 2.89
		2 Simplex Adapters	12 ft.	\$ 15.09	\$ 2.07
			22 ft.	\$ 16.86	\$ 2.31
			25 ft.	\$ 18.20	\$ 2.49
			30 ft.	\$ 21.26	\$ 2.92
			32 ft.	\$ 22.70	\$ 3.12
		3 Bolt Arm	32 ft.	\$ 26.09	\$ 3.58
	Square Steel	5"	13 ft.	\$ 16.29	\$ 2.25
			15 ft.	\$ 16.66	\$ 2.28
			23 ft.	\$ 17.29	\$ 2.39
			25 ft.	\$ 19.07	\$ 2.64
			28 ft.	\$ 21.19	\$ 2.92
			32 ft.	\$ 22.00	\$ 3.01



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

			CHARGES		
			Investment by <u>Company</u>	Investment by Others	
			<u>Height</u>		
C. Direct Bury	Round Steel		19 ft.	\$ 22.23	\$ 3.07
			30 ft.	\$ 17.36	\$ 3.21
			38 ft.	\$ 21.18	\$ 3.29
		Self	40 ft.	\$ 26.09	\$ 4.13
		Stepped	25 ft.	\$ 60.01	\$ 4.90
			32 ft.	\$ 63.20	\$ 5.16
			49 ft.	\$ 78.45	\$ 10.81
	Square Steel	4"	34 ft.	\$ 19.15	\$ 3.32
		5"	20 ft.	\$ 18.19	\$ 3.01
			30 ft.	\$ 18.96	\$ 3.12
			38 ft.	\$ 20.57	\$ 3.57
		8"	28 ft.	\$ 34.33	\$ 2.79
			32 ft.	\$ 35.89	\$ 2.94
Decorative Transit		41 ft 6"	\$ 24.71	\$ 3.63	
	Decorative Transit	47 ft.	\$ 30.79	\$ 4.53	
	Steel Distribution Pole (for lighting only)	35 ft.	\$ 28.42	\$ 3.74	
D. Post Top	Decorative Transit Anchor Base	16 ft.	\$ 42.33	\$ 5.81	
	Gray Steel/Fiberglass	23 ft.	\$ 14.68	\$ 2.41	
	Black Steel	23 ft.	\$ 16.18	\$ 2.67	
E. Existing distribution pole suitable for streetlight use			\$ 1.78	--	
F. Wood	Wood Poles	30 ft.	\$ 10.80		
		35 ft.	\$ 10.80		
		40 ft.	\$ 15.00		

IV. ANCHOR BASE

		CHARGES		
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	\$ 11.96	\$ 1.65
		6 ft.	\$ 14.27	\$ 2.47
B. Pedestal		8 ft.	\$ 16.35	\$ 2.85
	For 32' Round Steel Pole only	4 ft. 6"	\$ 11.34	\$ 1.96



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

Underground Circuit Charges	
a. Per foot of cable, installed under paving	\$ 0.19051
b. Per foot of cable, not installed under paving	\$ 0.06724

TRIP CHARGE

A \$150.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
5. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
6. The Tax Expense Adjustor Mechanism charge, Adjustment Schedule TEAM.
7. The Court Resolution Surcharge, Adjustment Schedule CRS-1.
8. The System Reliability Benefit Adjustment Mechanism charge, Adjustment Schedule SRB-1.
9. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.



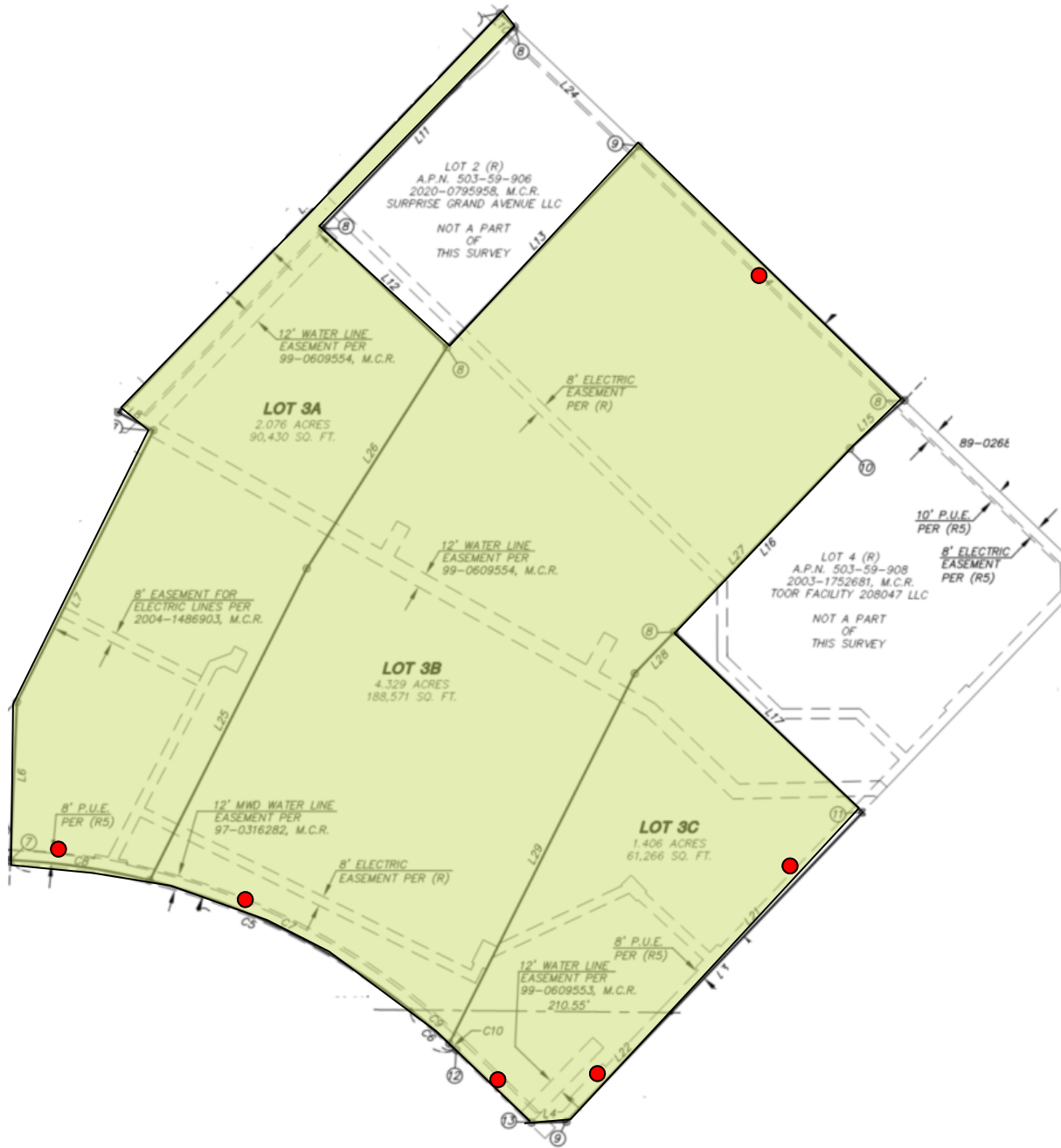
SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.
2. The Customer's bill will not be reduced due to photocontrol or cable repair or replacement outages.
3. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
4. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground, the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
5. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract, maintenance, or service agreement.

Grand Village Center North

Street Lights:

- Street Light Pole
- 6 existing poles
- SLID Boundary



Recording requested by:

City of Surprise
City Clerk's Office
16000 N Civic Center Plaza
Surprise, Arizona 85374

SLIDReso202003-8-1-1--
castilloe

RESOLUTION 2020-03

SU-PARK PLACE 183

LIGHTING IMPROVEMENT DISTRICT

RESOLUTION # 2020-03

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-PARK PLACE 183 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU – PARK PLACE 183 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as “City of Surprise, Arizona *SU – Park Place 183* Lighting Improvement District” and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

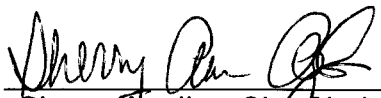
Section 13. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this 4 day of February, 2020.


Skip Hall, Mayor

Attest:

Approved as to form:


Sherry Aguilar, City Clerk

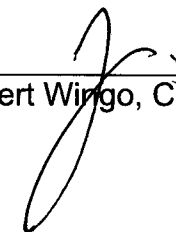

Robert Wingo, City Attorney

EXHIBIT "A"

SLID LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERN CORNER OF LOT 2 OF THE "REPLAT OF LOT 1, GRAND VILLAGE CENTER NORTH" AS RECORDED IN BOOK 689 OF MAPS, PAGE 38 OF THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE SOUTH 43°46'27" WEST, A DISTANCE OF 89.42 FEET;

THENCE SOUTH 46°10'18" EAST, A DISTANCE OF 455.39 FEET;

THENCE SOUTH 43°46'22" WEST, A DISTANCE OF 246.81 FEET;

THENCE SOUTH 63°08'01" EAST, A DISTANCE OF 32.07 FEET;

THENCE SOUTH 26°40'47" WEST, A DISTANCE OF 245.74 FEET;

THENCE SOUTH 02°26'05" WEST, A DISTANCE 182.81 FEET TO A POINT ON THE CENTERLINE OF MOUNTAIN VIEW BOULEVARD, SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY, WHOSE RADIUS IS 500.00 FEET AND WHOSE CHORD BEARS NORTH 88°29'45" WEST A CHORD DISTANCE OF 16.23 FEET;

THENCE WESTERLY, ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 1°51'36" AN ARC LENGTH OF 16.23 FEET;

THENCE NORTH 89°25'33" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 218.37 FEET;

THENCE NORTH 26°30'31" EAST, A DISTANCE OF 292.58 FEET;

THENCE NORTH 61°29'29" WEST, A DISTANCE OF 357.81 FEET TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY, WHOSE RADIUS IS 302.67 FEET;

THENCE WESTERLY, ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 9°14'28" AN ARC LENGTH OF 48.82 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 489.52 FEET AND WHOSE CHORD BEARS NORTH 56°28'47" WEST A CHORD DISTANCE OF 72.20 FEET;

THENCE WESTERLY, ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 8°27'32" AN ARC LENGTH OF 72.27 FEET;



PAGE 1 OF 4

TITLE: XB01
DATE: 12/9/19
DESC: SLID
EASEMENT

HUNTER

ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

PROJ. NO. MER001
DWG. MER001/XB01

EXHIBIT "A"

SLID LEGAL DESCRIPTION

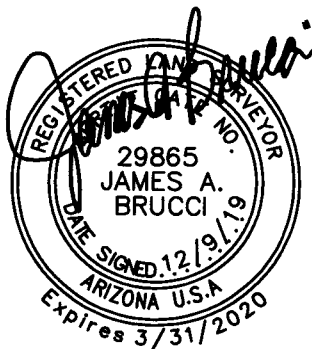
THENCE NORTH 61°20'21" WEST, A DISTANCE OF 130.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF REEMS ROAD, SAID POINT BEING ON A CURVE, CONCAVE NORTHWESTERLY WHOSE RADIUS IS 1370.00 FEET AND WHOSE CHORD BEARS NORTH 27°02'38" EAST A CHORD DISTANCE OF 77.32 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 3°14'02" AN ARC LENGTH OF 77.33 FEET;

THENCE NORTH 25°25'46" EAST, A DISTANCE OF 201.71 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS IS 1500.00 FEET AND WHOSE CHORD BEARS NORTH 29°00'51" EAST A CHORD DISTANCE OF 187.57 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 7°10'10" AN ARC LENGTH OF 187.69 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY, SOUTH 89°24'17" EAST, A DISTANCE OF 414.37 FEET TO THE POINT OF BEGINNING.



PAGE 2 OF 4

TITLE: XB01
DATE: 12/9/19
DESC: SLID
EASEMENT

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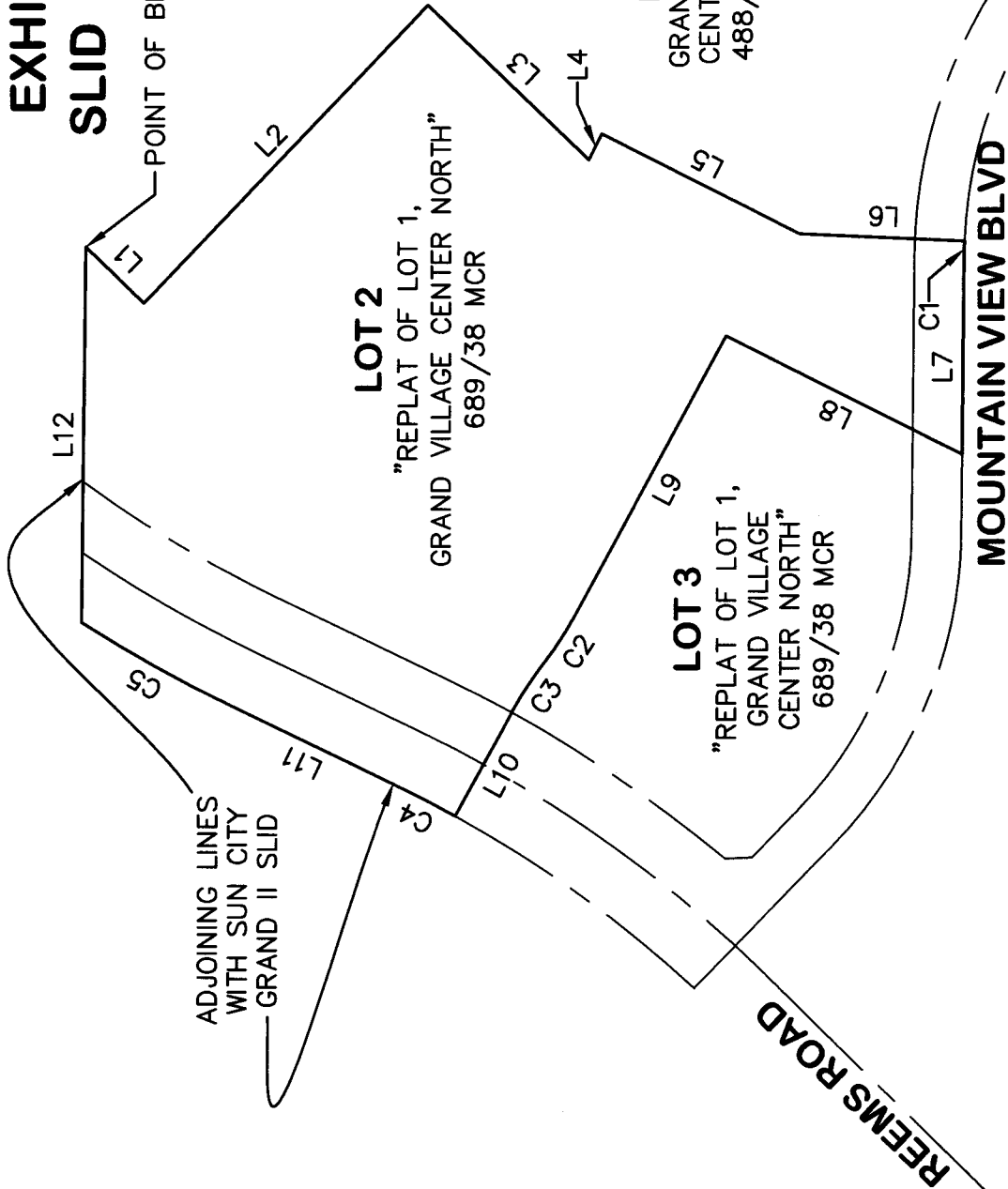
CIVIL AND SURVEY

PROJ.NO. MER001
DWG. MER001/XB01

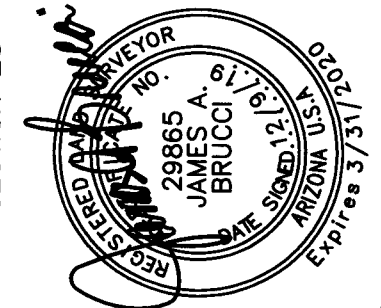


EXHIBIT "B" SLID EXHIBIT

POINT OF BEGINNING



SW CORNER OF
SECTION 28



PAGE 3 OF 4

TITLE: XB01
SCALE: 1"=200'
DATE: 12/9/19
DESC: SLID EASEMENT

HUNTER

ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
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CIVIL AND SURVEY

PROJ. NO. MER001
DWG. MER001/XB01

EXHIBIT "B"

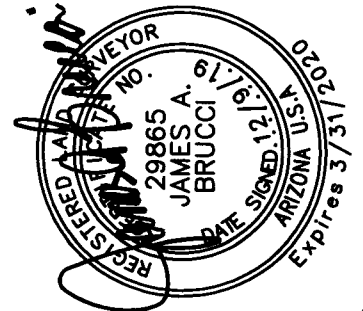
SLID EXHIBIT

LINE TABLE	
LINE	DISTANCE
L1	89.42'
L2	455.39'
L3	246.81'
L4	32.07'
L5	245.74'
L6	182.81'
L7	218.37'
L8	292.58'
L9	357.81'
L10	130.00'
L11	201.71'
L12	414.37'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD LENGTH
C1	$\Delta = 1^{\circ}51'36''$	500.00'	16.23'	16.23'
C2	$\Delta = 9^{\circ}14'28''$	302.67'	48.82'	48.76'
C3	$\Delta = 8^{\circ}27'32''$	489.52'	72.27'	72.20'
C4	$\Delta = 3^{\circ}14'02''$	1370.00'	77.33'	77.32'
C5	$\Delta = 7^{\circ}10'10''$	1500.00'	187.69'	187.57'

PAGE 4 OF 4

TITLE: XB01
 SCALE: 1"=200'
 DATE: 12/9/19
 DESC: SLID EASEMENT



HUNTER
 ENGINEERING
 10450 N. 74TH ST., SUITE 200
 SCOTTSDALE, AZ 85258
 T 480 991 3985
 F 480 991 3986

CIVIL AND SURVEY
 PROJ. NO. MERRO01
 DWG. MERRO01/XB01

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

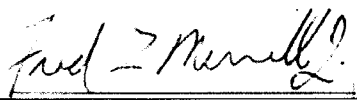
Expenses of the District shall be paid by the levy and collection of an equal apportionment of taxes based on the number and classification of properties within the District.

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

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

The name of the proposed street light improvements district shall be:
SU-Park Place 183

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
MC AZ GRAND VILLAGE LLC	18795 N REEMS RD	503-60-455	



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

AVAILABILITY

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

DESCRIPTION

E-58 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIODS

- Dusk: Time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.
- Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the following charges, plus adjustments.

I. FIXTURES (Includes Mounting Arm, if Applicable)

	Lumen	Watts	kWh	CHARGES	
				Investment by Company	Investment by Others
A. Acorn	3,835 LED	75	26	\$21.63	\$7.59
	4,796 LED	75	26	\$17.38	\$6.46
	5,003 LED	100	35	\$23.45	\$8.71
	5,904 LED	100	35	\$23.03	\$8.60
	6000 IND	85	29	\$19.24	\$5.14
B. Architectural	6,200 IND	85	29	\$10.13	\$3.93
	8,400 IND	100	34	\$10.69	\$4.36
	10,200 IND	120	41	\$11.75	\$4.99
	13,000 IND	150	52	\$12.98	\$5.93
	20,500 IND	200	69	\$14.78	\$7.37
	22,500 IND	265	91	\$17.63	\$9.28
	3,300 LED	43	15	\$10.24	\$3.79
	3,800 LED	32	12	\$7.73	\$2.92
	3,900 LED	32	12	\$9.96	\$3.51
	4,050 LED	63	22	\$18.63	\$6.52
	4,100 LED	45	16	\$10.34	\$3.89
	4,800 LED	41	15	\$8.27	\$3.27
	5,000 LED	41	15	\$9.61	\$3.62

ARIZONA PUBLIC SERVICE COMPANY
Phoenix, Arizona
Filed by: Jessica E. Hobbick
Title: Manager, Regulation and Pricing
Original Effective Date: August 1, 1986

A.C.C. No. 5993
Canceling A.C.C. No. 5869
Rate Schedule E-58
Revision No. 54
Effective: February 1, 2018



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

	Lumen	Watts	kWh	CHARGES	
				Investment by Company	Investment by Others
	5,100 LED	60	21	\$10.18	\$4.19
	5,300 LED	67	24	\$10.47	\$4.48
	5,800 LED	94	32	\$17.81	\$5.16
	5,890 LED	89	31	\$20.56	\$7.66
	6,000 LED	62	22	\$18.63	\$6.52
	6,000 LED	67	24	\$19.89	\$6.99
	6,400 LED	89	31	\$17.89	\$5.10
	6,810 LED	101	35	\$18.89	\$7.50
	7,100 LED	62	22	\$19.70	\$6.80
	7,400 LED	127	44	\$20.42	\$6.34
	7,500 LED	73	26	\$20.08	\$7.18
	7,700 LED	86	30	\$18.41	\$7.02
	8,200 LED	88	31	\$10.45	\$4.97
	8,200 LED	95	33	\$11.87	\$5.48
	8,300 LED	72	25	\$17.93	\$6.54
	8,300 LED	106	37	\$12.45	\$5.91
	8,500 LED	88	31	\$11.69	\$5.30
	9,020 LED	139	48	\$22.94	\$9.47
	9,200 LED	139	48	\$25.60	\$7.30
	9,900 LED	130	45	\$13.82	\$6.84
	10,000 LED	93	32	\$21.43	\$7.96
	10,000 LED	113	39	\$13.26	\$6.28
	10,600 LED	126	44	\$22.56	\$9.09
	11,100 LED	108	38	\$12.76	\$6.07
	11,500 LED	108	38	\$13.16	\$6.18
	12,300 LED	203	70	\$25.48	\$8.85
	12,900 LED	119	41	\$22.31	\$8.82
	13,260 LED	202	70	\$27.11	\$12.12
	13,620 LED	202	70	\$28.49	\$9.24
	14,000 LED	171	59	\$26.07	\$11.08
	15,000 LED	136	47	\$24.93	\$9.94
	15,400 LED	144	50	\$25.21	\$10.22
	18,300 LED	162	56	\$16.13	\$8.22
	19,200 LED	257	89	\$26.87	\$13.38
	20,000 LED	258	89	\$26.87	\$13.38
	20,300 LED	193	67	\$17.17	\$9.26
	21,000 LED	193	67	\$24.77	\$11.28
C. Cobra	6,200 IND	75	26	\$10.54	\$3.77
	6,400 IND	85	29	\$8.97	\$3.78
	8,000 IND	88	30	\$10.47	\$4.04
	8,400 IND	100	34	\$9.70	\$4.24
	10,200 IND	120	41	\$10.44	\$4.81

ARIZONA PUBLIC SERVICE COMPANY
Phoenix, Arizona
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Rate Schedule E-58
Revision No. 54
Effective: February 1, 2018



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

				CHARGES	
				Investment by Company	Investment by Others
	Lumen	Watts	kWh		
C. Cobra	13,000 IND	150	52	\$11.50	\$5.73
	15,250 IND	200	69	\$13.86	\$7.25
	22,500 IND	250	86	\$18.55	\$9.06
	Gray/Bronz 3,500 IND	55	19	\$10.50	\$3.27
	6,000 LED	95	33	\$17.05	\$5.13
	8,700 LED	142	49	\$19.17	\$6.53
	9,600 LED	157	54	\$20.40	\$7.04
	11,600 B-LED	181	62	\$19.03	\$7.44
	Gray/Bronz 3,300 LED	43	15	\$9.00	\$2.79
	Gray/Bronz 5,300 LED	67	23	\$10.45	\$3.54
	Gray/Bronz 8,300 LED	106	37	\$13.55	\$4.94
	Gray/Bronz 10,500 LED	130	45	\$15.08	\$5.69
	Gray/Bronz 20,000 LED	258	89	\$26.21	\$10.27
D. Decorative Transit	5,300 LED	75	26	\$28.44	\$6.12
	8,300 LED	100	34	\$30.45	\$6.97
	8,147 LED	75	26	\$35.76	\$11.36
	9,522 LED	100	35	\$36.14	\$12.09
	10,500 LED	150	52	\$32.69	\$8.52
	14,896 LED	150	52	\$39.98	\$14.29
	Double 8,147 LED	75	26	\$64.74	\$18.96
	Double 9,522 LED	100	35	\$64.67	\$19.58
	Double 14,896 LED	100	52	\$70.67	\$22.32
	Copper 6,000 IND	85	29	\$18.87	\$5.09
	Gray/Black 8,000 IND	88	30	\$14.86	\$4.62
	Gray/Black 4,350 LED	86	30	\$13.48	\$4.44
E. Flood	14,470 LED	148	51	\$23.93	\$9.95
	16,000 LED	125	43	\$23.17	\$9.19
F. Pendant	8,678 LED	75	26	\$26.36	\$8.85
	13,964 LED	100	35	\$27.84	\$9.88
G. Post Top	4,350 LED	86	30	\$13.43	\$5.69
	6,400 LED	30	30	\$13.43	\$5.69
	6,600 LED	83	29	\$13.33	\$5.59
H. Roadway	3,300 LED	43	15	\$9.46	\$3.58
	3,800 LED	32	12	\$7.24	\$2.79
	3,900 LED	32	12	\$9.18	\$3.30
	4,100 LED	45	16	\$9.56	\$3.68
	4,800 LED	41	15	\$7.76	\$3.13
	5,000 LED	41	15	\$9.12	\$3.49
	5,100 LED	60	21	\$9.69	\$4.06
	5,300 LED	67	24	\$9.98	\$4.35
	8,200 LED	88	31	\$9.72	\$4.77

ARIZONA PUBLIC SERVICE COMPANY
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**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

	8,200 LED	95	33	\$11.36	\$5.34
	8,300 LED	106	37	\$11.74	\$5.72
	8,500 LED	88	31	\$11.18	\$5.16
	9,900 LED	130	45	\$13.31	\$6.70
	10,000 LED	113	39	\$12.75	\$6.14
	11,100 LED	108	38	\$12.03	\$5.88
	11,500 LED	108	38	\$12.65	\$6.04
	18,300 LED	162	56	\$15.23	\$7.98
	19,200 LED	257	89	\$19.11	\$11.32
	20,000 LED	258	89	\$19.11	\$11.32
	20,300 LED	193	67	\$16.27	\$9.02
	21,000 LED	193	67	\$17.01	\$9.22

FROZEN	4,000 INC	295	103	\$10.54	\$5.89
	7,000 MV	175	73	\$13.65	\$7.83
	11,000 MV	250	96	\$17.09	\$10.43
	20,000 MV	400	150	\$26.84	\$15.21
FROZEN ACORN	9,500 HPS	100	41	\$29.14	\$9.93
	16,000 HPS	150	69	\$32.35	\$12.55
FROZEN ARCHITECTURAL	9,500 HPS	100	41	\$16.56	\$7.90
	16,000 HPS	150	69	\$19.77	\$19.34
	30,000 HPS	250	99	\$22.95	\$13.57
	50,000 HPS	400	153	\$28.32	\$19.53
	14,000 MH	175	72	\$23.17	\$12.70
	21,000 MH	250	101	\$26.31	\$15.66
	36,000 MH	400	159	\$32.89	\$21.54
	8,000 LPS	55	30	\$24.08	\$10.58
	13,500 LPS	90	50	\$28.39	\$12.76
	22,500 LPS	135	72	\$32.43	\$15.56
	33,000 LPS	180	90	\$39.01	\$18.33
	5,800 HPS	70	29	\$9.40	\$5.56
FROZEN COBRA ROADWAY	9,500 HPS	100	41	\$11.07	\$6.81
	16,000 HPS	150	69	\$13.86	\$9.50
	30,000 HPS	250	99	\$16.72	\$12.35
	50,000 HPS	400	153	\$22.69	\$17.63
FROZEN COBRA ROADWAY	14,000 MH	175	72	\$16.12	\$10.99
	21,000 MH	250	101	\$18.84	\$13.67
	36,000 MH	400	159	\$24.81	\$18.99
	8,000 FL	100	38	\$18.53	\$5.43
FROZEN DECORATIVE TRANSIT	9,500 HPS	100	41	\$39.95	\$11.96
	16,000 HPS	150	69	\$39.72	\$13.36
	30,000 HPS	250	99	\$45.74	\$17.26
FROZEN FLOOD	30,000 HPS	250	99	\$22.20	\$13.79
	50,000 HPS	400	153	\$27.53	\$19.14
	21,000 MH	250	101	\$23.69	\$14.58
	36,000 MH	400	159	\$28.89	\$19.76
FROZEN Colonial Gray	8,000 FL	100	38	\$19.97	\$5.64

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

POST TOP	Colonial Gray	9,500 HPS	100	41	\$11.42	\$7.16
	Colonial Black	9,500 HPS	100	41	\$13.15	\$7.41
	Decorative	9,500 HPS	100	41	\$34.97	\$11.03

NOTES:

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



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

II. POLES

			CHARGES			
			Height	Investment by Company	Investment by Others	
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$13.11	\$1.81	
			22 ft.	\$14.75	\$2.03	
			25 ft.	\$15.97	\$2.21	
			30 ft.	\$18.34	\$2.52	
			32 ft.	\$19.27	\$2.55	
		2 Simplex Adapters	12 ft.	\$13.98	\$1.93	
			22 ft.	\$16.06	\$2.22	
			25 ft.	\$16.75	\$2.31	
			30 ft.	\$19.47	\$2.68	
			32 ft.	\$20.77	\$2.87	
	Square Steel	5"	13 ft.	\$15.03	\$2.06	
			15 ft.	\$13.43	\$1.85	
			23 ft.	\$15.93	\$2.19	
			25 ft.	\$17.51	\$2.41	
			28 ft.	\$19.44	\$2.67	
			32 ft.	\$19.33	\$2.66	
Concrete		12 ft.	\$44.79	\$6.17		
Fiberglass		12 ft.	\$37.93	\$5.22		
Decorative Transit		4"	16 ft.	\$36.98	\$5.10	
Decorative Transit		6"	30 ft.	\$71.39	\$9.83	
Hinged Poles		Square	15 ft.	\$14.21	\$1.16	
		Round	19 ft.	\$12.85	\$1.05	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$12.61	\$1.73	
			22 ft.	\$14.26	\$1.96	
			25 ft.	\$15.46	\$2.13	
			30 ft.	\$17.85	\$2.47	
			32 ft.	\$18.75	\$2.58	
		2 Simplex Adapters	12 ft.	\$13.47	\$1.85	
			22 ft.	\$15.05	\$2.06	
			25 ft.	\$16.24	\$2.23	
			30 ft.	\$18.97	\$2.60	
			32 ft.	\$20.26	\$2.79	
		3 Bolt	32 ft.	\$23.28	\$3.20	
		Square Steel	5"	13 ft.	\$14.54	\$2.01
				15 ft.	\$14.86	\$2.03
	23 ft.			\$15.43	\$2.13	
	25 ft.			\$17.02	\$2.36	
	28 ft.			\$18.91	\$2.60	
	32 ft.			\$19.63	\$2.69	

ARIZONA PUBLIC SERVICE COMPANY
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**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

II POLES (cont)

			CHARGES			
			Investment by Company	Investment by Others		
			Height			
C. Direct Bury	Round Steel		19 ft.	\$19.84	\$2.74	
			30 ft.	\$15.49	\$2.87	
			38 ft.	\$18.90	\$2.94	
		Self	40 ft.	\$23.28	\$3.69	
		Stepped	25 ft.	\$53.55	\$4.37	
			32 ft.	\$56.40	\$4.60	
			49 ft.	\$70.00	\$9.65	
		Square Steel	4"	34 ft.	\$17.09	\$2.96
			5"	20 ft.	\$16.23	\$2.68
	30 ft.			\$16.92	\$2.79	
	38 ft.			\$18.36	\$3.19	
	8"		28 ft.	\$30.64	\$2.49	
			32 ft.	\$32.03	\$2.62	
	Decorative Transit		41 ft 6	\$22.05	\$3.24	
		Decorative Transit	47 ft.	\$27.47	\$4.04	
	Steel Distribution Pole (for lighting only)	35 ft.	\$25.36	\$3.34		
D. Post Top	Decorative Transit Anchor Base		16 ft.	\$37.77	\$5.19	
	Gray Steel/Fiberglass		23 ft.	\$13.10	\$2.15	
	Black Steel		23 ft.	\$14.44	\$2.38	
E. Existing distribution pole suitable for streetlight use			\$1.59	--		
F. FROZEN	Wood Poles	30 ft.	\$9.64	\$1.67		
		35 ft.	\$9.64	\$1.59		

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

III. ANCHOR BASE

		CHARGES	
		Investment by Company	Investment by Others
A. Flush	Height	\$10.67	\$1.47
	4 ft.	\$12.73	\$2.21
B. Pedestal	6 ft.	\$14.59	\$2.54
	8 ft.	\$10.12	\$1.75
	For 32' Round Steel Pole only		

ARIZONA PUBLIC SERVICE COMPANY
Phoenix, Arizona
Filed by: Jessica E. Hobbick
Title: Manager, Regulation and Pricing
Original Effective Date: August 1, 1986

A.C.C. No. 5993
Canceling A.C.C. No. 5869
Rate Schedule E-58
Revision No. 54
Effective: February 1, 2018



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

IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

		CHARGE
		Company Owned
Underground Circuit Charges:		
a.	Per foot of cable, installed under paving	\$0.17000
b.	Per foot of cable, not installed under paving	\$0.06000

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

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

Step 1 Determination of Charges for each Charge Type						Monthly Fixed Charge Rate
Charge Type	Monthly Charge		Cost Inputs Equipment Cost	PV Factor		
1	Carrying Cost (fixtures)	=	(installed)	x	NA	x 1.518%
			Equipment Cost			
2	Carrying Cost (poles)	=	(installed)	x	NA	x 1.296%
	Fixture Replacement Cost		Equipment Cost (installed)	x	0.257	x 1.518%
3	Pole, Anchor	=	Equipment Cost (installed)	x	0.110	x 1.296%
4	Replacement Cost	=	O&M Cost (lifecycle)	x	0.427	x 1.518%
5	Lighting O&M	=				
Charge Type	Monthly Charge		kWh Input		\$/kWh	
6	Generation	=	kWh per month	x	0.06760	
7	T&D, RCS, SB	=	kWh per month	x	0.02738	



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

Step 2 **Determination of Total Monthly Charge**
The total monthly charge will be the summation of the charges for each applicable charge type

<u>Equipment</u>	<u>Charge Type</u>
Fixture - IBC	1,5,6,7
Fixture - IBO	3,5,6,7
Pole, Anchor Base - IBC	2
Pole, Anchor Base - IBO	4

TRIP CHARGE

A \$100.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Environmental Improvement Surcharge, Adjustment Schedule EIS.
5. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
6. The Lost Fixed Cost Recovery Adjustment charge, Adjustment Schedule LFCR.
7. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.

ARIZONA PUBLIC SERVICE COMPANY
Phoenix, Arizona
Filed by: Jessica E. Hobbick
Title: Manager, Regulation and Pricing
Original Effective Date: August 1, 1986

A.C.C. No. 5993
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**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

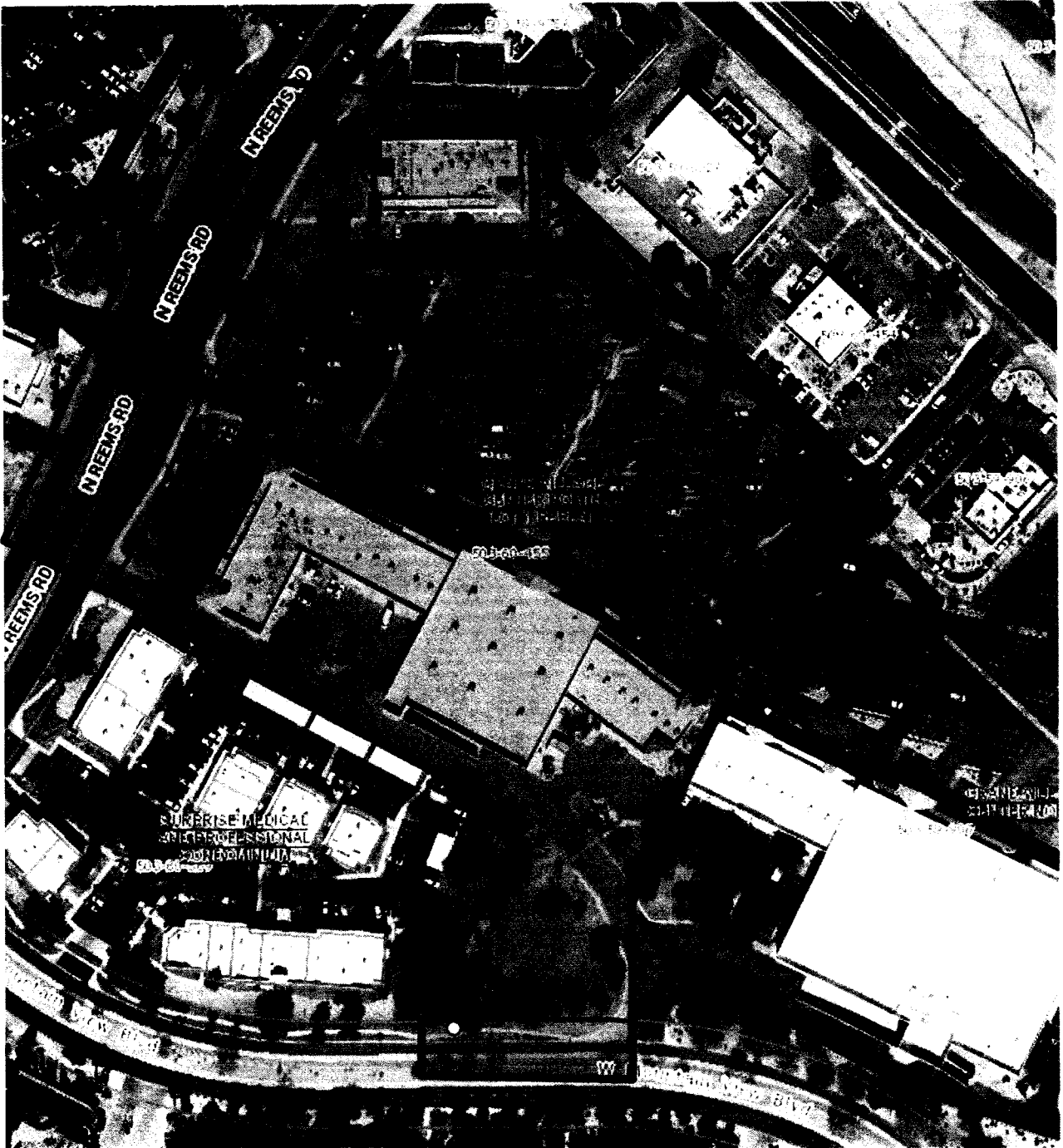
2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.
3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.
5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
7. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract or service agreement.

Street Lights:

Street Light Pole

- 1 existing pole Collector (SLID)
- 2 existing poles Arterial (not in SLID)

□ SLID Boundary



6



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: February 4, 2020
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 5

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

Consideration and action declaring the City's intention to establish a lighting improvement district known as, "City of Surprise, Arizona, SU-Park Place 183 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2020-03.

Motion:

I move to approve Resolution #2020-03.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders.

The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of equal apportionment taxes based on the number and classification of properties within the district).

Objective Analysis:

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

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to

only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

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

Budget Impact:

Funding was not included as part of the FY2020 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2020, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2021, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2020-03 Park Place 183 SLID
 2. 02 SLID PETITION SIGNED-1
 3. 03 City Council Map
-



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: Public Works
Staff Recommendations:

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

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

Consideration and action pertaining to enlarging an existing lighting improvement district known as City of Surprise, Arizona, SU-WINDSTNERNCH205 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-90.

Motion:

I move to approve Resolution No. 2024-90.

Background:

SU-WINDSTNERNCH205 was formed on November 15, 2022 (Resolution 2022-75). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed streetlight improvement district enlargement contains the signatures of all the real property owners in the enlargement area of the district, exclusive of mortgagees and other lien holders. 15 (estimated) new lights are proposed within this enlargement which are local and collected and will be billed to the SU-WINDSTNERNCH205 SLID.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of ad valorem taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

Policy Compliant:

The Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Streetlight Improvement District (SLID) is formed. The city strives to assure that residents are subject

to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

Once the SLID enlargement is illuminated, the City will begin levying SLID to cover the additional SLID expenses. At this current time, SLID is not incurring any expense because the SLID lights have not been illuminated. Therefore, there is no current financial impact.

Budget Impact:

Since the SLID enlargement is not illuminated, there is no revenue or expense budgeted in FY2025 nor are there budgets planned for FY2026 for the SLID. If the enlargement to the SLID is illuminated in FY2025 or FY2026, expenses will be charged to the SLID and recouped with a future levy.

FTE Impact:

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

ATTACHMENTS:

1. 01 Revised-Resolution Number 2024-90-SLID Enlargement windstone 2_Final
 2. 02 petition- REVISED
 3. 03 streetlight plan windstone 2- approved
 4. 04 streetlight exhibit windstone 2
 5. Res 2022-075- SU-WINDSTNERNCH205
-

RESOLUTION # 2024-90

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA, SU-WINDSTNERNCH205 LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on November 15, 2022, the Mayor and City Council of the City of Surprise adopted Resolution No. 2022-75, ordering the formation of the CITY OF SURPRISE, ARIZONA, SU-WINDSTNERNCH205 LIGHTING IMPROVEMENT DISTRICT (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district ("SLID") when proper notice has been given to the owners of property that will be added to the SLID in accordance with Ariz. Rev. Stat. Title 48, Chapter 4, Article 2;

WHEREAS, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to adopt the resolution ordering the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as "Petitioners") acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this resolution, with such boundaries as shown in the map in Exhibit B to this resolution; and

WHEREAS, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

Section 1. *District Enlargement.* The CITY OF SURPRISE, ARIZONA SU-WINDSTNERNCH205 LIGHTING IMPROVEMENT DISTRICT shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2025/2026, will apply to the District as enlarged by this Resolution.

Resolution No. 2024-90
RFLS #9452
Rev 06/23

Section 2. *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

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

Legal Description



ONE COMPANY.
INFINITE SOLUTIONS.

EXHIBIT "A"

**STREET LIGHT IMPROVEMENT DISTRICT
"WINDSTONE RANCH NORTH"
CITY OF SURPRISE, ARIZONA**

LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH,
RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND PK NAIL WITH TAG PLS 22282, ACCEPTED AS THE SOUTHWEST CORNER
OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST FROM WHICH A FOUND ALUMINUM CAP
STAMPED MARICOPA COUNTY 2003 LS 35832, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION
5, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS N00°08'48"W A DISTANCE OF 2639.64 FEET;

THENCE, ALONG THE WEST LINE OF THE SOUTHWEST SECTION OF SAID SECTION 5, N00°08'48"E A
DISTANCE OF 2639.64 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 5;

THENCE, ALONG THE WEST-EAST MID-SECTION LINE OF SAID SECTION 5, S89°40'55"E A DISTANCE OF
2619.36 FEET TO THE CENTER OF SAID SECTION 5;

THENCE, LEAVING THE WEST-EAST MID-SECTION LINE OF SAID SECTION 5, S00°02'31"W A DISTANCE OF
660.52 FEET TO THE **POINT OF BEGINNING**;

THENCE, S00°01'59"W A DISTANCE OF 660.61 FEET;

THENCE, N89°39'02"W A DISTANCE OF 1310.97 FEET;

THENCE, N00°05'54"E A DISTANCE OF 660.13 FEET;

THENCE, S89°40'16"E A DISTANCE OF 1310.22 FEET TO THE **POINT OF BEGINNING**.



Page 1 of 2

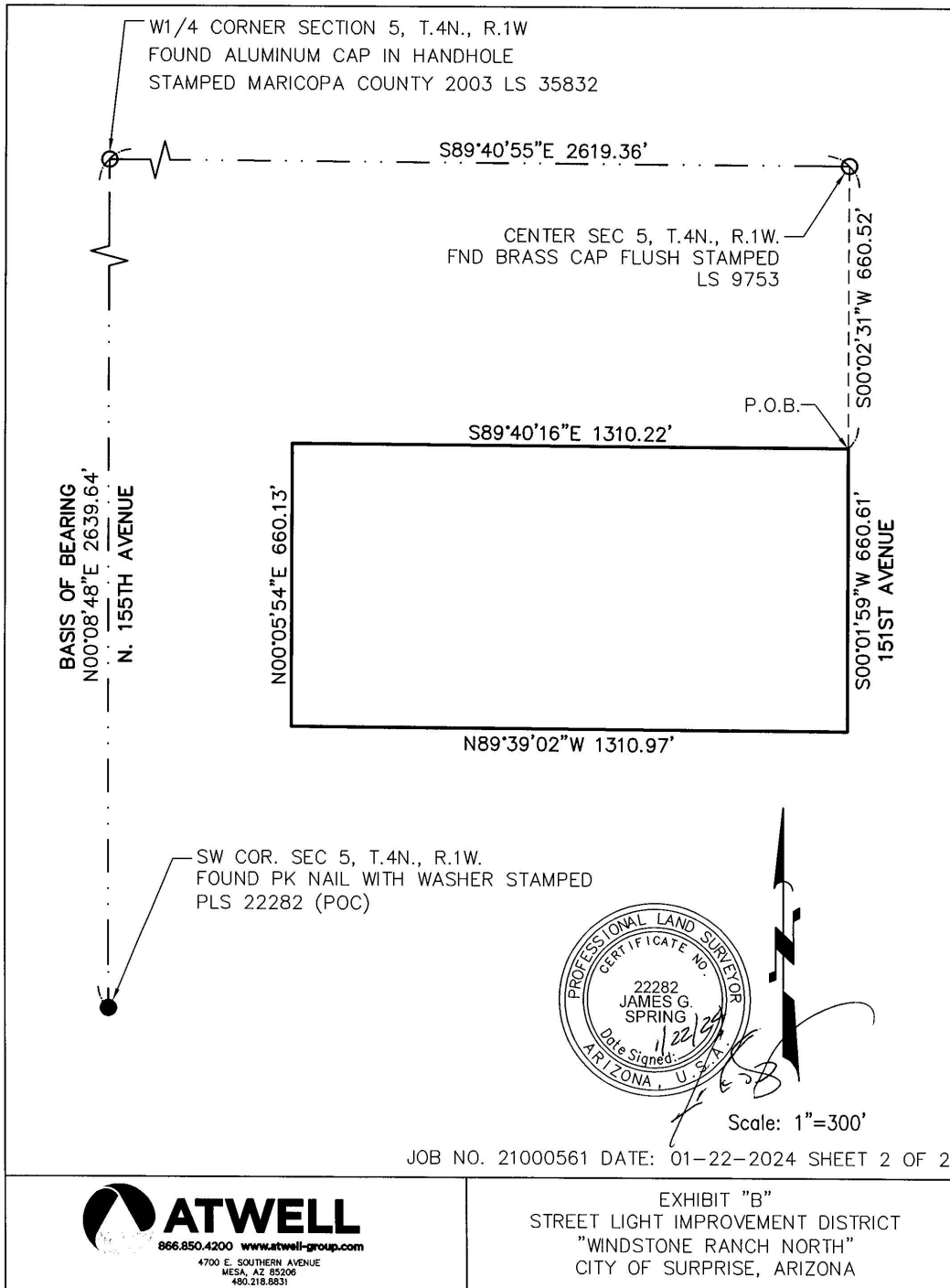


ONE COMPANY.
INFINITE SOLUTIONS.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 865,466 SQUARE FEET OR 19.87 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 21000561
JANUARY 22, 2024

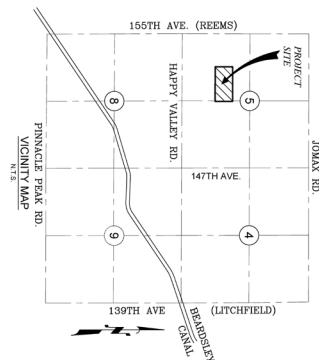
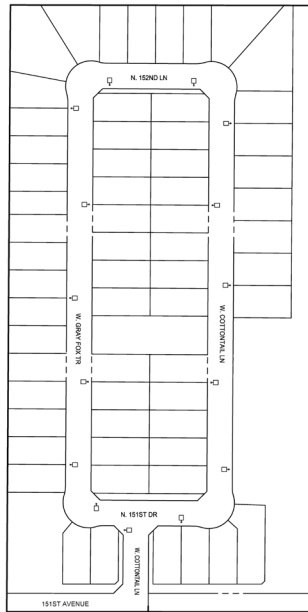


K:\21000561 - WINDSTONE RANCH NORTH\DWG\SURVEY\SLID\21000561 WINDSTONE NORTH SLID.DWG SAVE DATE: 1/22/2024
 12:11 PM PLOT DATE: 1/22/2024 12:13 PM

EXHIBIT B

Map

EXHIBIT B
STREET LIGHT IMPROVEMENT DISTRICT
WINDSTONE RANCH NORTH
LOCATED IN A PORTION OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



LEGEND
— S.L.D. BOUNDARY
— PARCEL LINE
○ STREET LIGHT

STREET LIGHTS
13 LOCUS (ESTIMATED)
ACTUAL POLE NUMBERS MAY VARY 10%



 ATWELL 866.850.4200 www.atwell-group.com 4100 E. SOUTHERN AVENUE MESA, AZ 85209 480.516.8837	EXHIBIT B STREET LIGHT IMPROVEMENT DISTRICT WINDSTONE RANCH NORTH S.L.D. CITY OF SURPRISE, ARIZONA		COUNTY: MARICOPA SECTION: 5 TOWNSHIP: 4 NORTH RANGE: 1 WEST
	MAY 2022		

1 OF 1

ENGINEERS NOTES

- A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND UTILITIES AND TO USE THE MOST REASONABLE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
- PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES. IF ANY NO CLAIMS SHALL BE MADE AGAINST THE ENGINEER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OR RELATIVE.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS FOR THE PROTECTION OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND SHALL NOT BE RESPONSIBLE FOR THE CONTRACTORS FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
- THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
- NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
- THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THIS MEASUREMENT SHALL BE BASED ON THE MEASUREMENTS OF THE CONTRACTOR. AS-BUILT PLANS CAN BE CREATED IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER. THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
- AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
- HORNS CONSULTING LLC, ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES OR OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
- SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE NOTES

- ALL CONSTRUCTION DETAILS CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS FOR THE PROTECTION OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND SHALL NOT BE RESPONSIBLE FOR THE CONTRACTORS FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE EXISTING UTILITIES ARE PROTECTED AND NOT DAMAGED. THE CONTRACTOR SHALL BE RESPONSIBLE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTORS EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
- THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT (623) 222-6150.
- THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION. ANY ALTERATION OR VARIANCE FROM THESE PLANS, ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
- THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTORS EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
- ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO COMPLY WITH THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
- THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS EXPENSE.
- NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
- ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT (602) 222-7000.
- TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH WMA SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY (LATEST EDITION).
- PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
- EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR. THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND SHALL NOT BE RESPONSIBLE FOR THE CONTRACTORS FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACTS ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

CITY ADDITIONAL NOTES

- THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DEVELOPMENTS STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.
- CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT TIME OF BIDDING AND CONSTRUCTION.

WINDSTONE RANCH NORTH
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP
4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

OWNER REPRESENTATIVE

LENNAR ARIZONA, INC.
8801 N. SCOTTSDALE AVENUE, SUITE 335
SCOTTSDALE, ARIZONA 85253
PHONE: (602) 499-9305
CONTACT: KENT YANDER

LANDSCAPE ARCHITECT

R/V PLANNING + LANDSCAPE
ARCHITECTURE
120 S. ASH AVENUE
TEMPE, ARIZONA 85281
PHONE: (480) 969-4504
CONTACT: SHAWN BYRON, P.L.A.

CIVIL ENGINEER

TYNEN, AVENUE
4700 E. SCOTTSDALE AVENUE
MESA, ARIZONA 85208
PHONE: (480) 218-8831
CONTACT: MICHAEL PARK, PE

ELECTRICAL ENGINEER

HORNS CONSULTING, LLC
1243 E. MURIEL DRIVE
PHOENIX, ARIZONA 85022
PHONE: (602) 266-8690
CONTACT: DOUGL HORNING
& BRUCE LARSON, PE

① - ■
39W LED
(APS 8030)
DETAIL 1

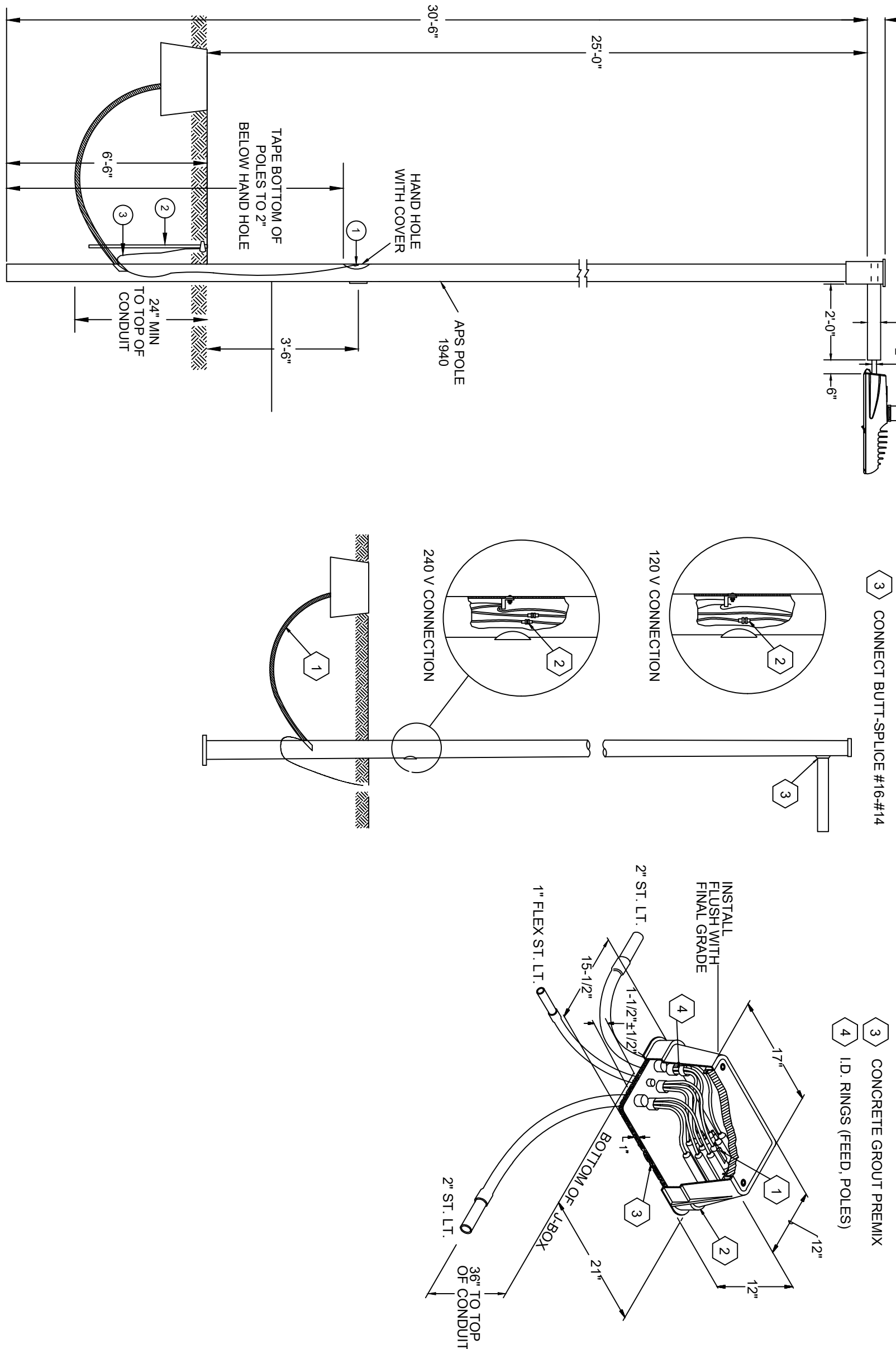
- GROUND ATTACHMENT
- ROD COPPER/ALD GRD., 5/8" X 8"
- #14 BARE SOLID COPPER

② - ∩
(APS 8130)
DETAIL 2

- TO BE USED IN CONJUNCTION WITH
WITH LED LIGHTS
AS SHOWN IN DETAILS #1
- 1" FLEX CONDUIT
 - IN-LINE FUSE HOLDER WITH 15AMP FUSE
 - CONNECT BUTT-SPlice #16-#14

③ - ■
(APS 8655)
DETAIL 3

- TO BE USED IN CONJUNCTION WITH
WITH LED LIGHTS
AS SHOWN IN DETAILS #1
- SET SCREW INSULATED JUNCTION BAR
 - JUNCTION BOX 10"X15"X12"
 - CONCRETE GROUT PREMAX
 - ID RINGS (FEED POLES)



UTILITY PROVIDERS

SEWER	CITY OF SURPRISE
WATER	CITY OF SURPRISE
FIRE	CITY OF SURPRISE
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
NATURAL GAS	SOUTHWEST GAS
TELEPHONE	CENTURY LINK
TELEPHONE	COX COMMUNICATIONS
CABLE	COX COMMUNICATIONS
REFUSE COLLECTION	CITY OF SURPRISE

LED NOTE:

LED TECHNOLOGY IS CHANGING RAPIDLY. THE EXISTING SHOW ON THESE PLANS MAY NOT BE APPLICABLE TO THE CURRENT CONSTRUCTION. THE CONTRACTOR SHALL CONSULT WITH THE CITY OF SURPRISE TO DETERMINE THE CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

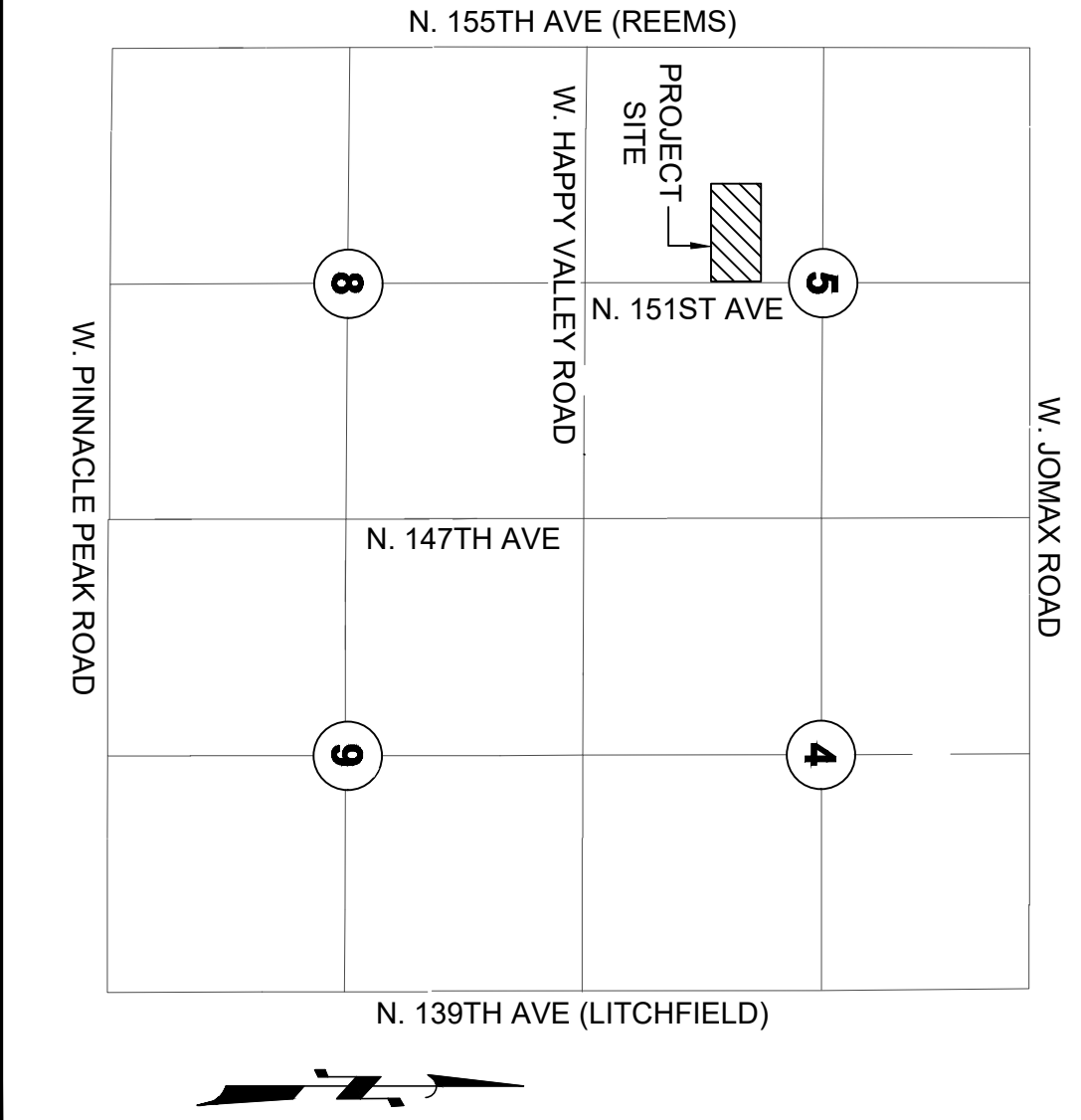
STREETLIGHT NOTE:

ENSURE THERE IS A 2' CLEARANCE FROM THE EDGE OF THE SIDE WALK TO THE FACE OF THE POLE.

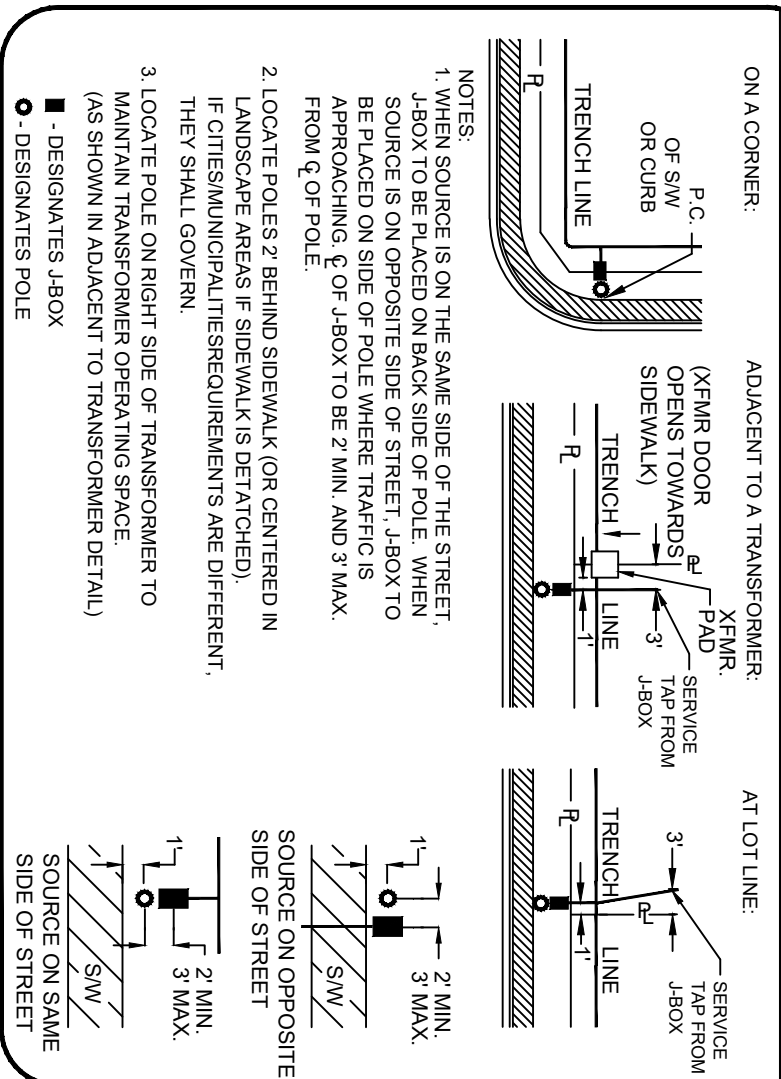
EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	C.C.T	PHOTOMETRIC	LUMINAIRE
①	■	LOCAL	15	28'-0"	30'-6"	2'-0"	4,900	LED	39W	120V	3000K	TYPE II WIDE	ERI-14-05-83-30-A-DWG2 (27)
②	∩	ITEM DESCRIPTION 1" FLEX PVC W/ #14 TYPE THINWALL AND 1/4" BARE BOND FROM PULL BOX TO BUSMAN FUSE HOLDER IN STREET LIGHT.											
③	■	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

VICINITY MAP



TYPICAL STREET LIGHT LOCATIONS



INDEX

- 1 ~ COVER SHEET
- 2 ~ LIGHTING LAYOUT
- 3 ~ PHOTOMETRICS

DETAILS AND LEGEND FOR STREETLIGHTS

- INSTALL ONE 39W, 4900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 28'-0" WITH ONE SINCE 2'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 2' BACK OF WALK.
- INSTALL 1" FLEX PVC W/ #14 TYPE THINWALL AND 1/4" BARE BOND FROM PULL BOX TO BUSMAN FUSE HOLDER IN STREET LIGHT. (SEE DETAIL 2).
- INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL).
- FIXTURE (PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED).
- FIRE HYDRANT LOCATION PER CIVIL PLANS

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

Lawrence S. Larson
CITY OF SURPRISE ENGINEER

DATE: 04/04/2024

WINDSTONE RANCH NORTH
COVER SHEET
STREET LIGHT PLANS

HORNS CONSULTING, LLC	1243 E. MURIEL DRIVE PHOENIX, ARIZONA 85022 PHONE: (602) 266-8690 www.hornsconsulting.com	NO. 26587 SHEET 1 OF 3 REVISED BY DATE	DESIGNED BY: DH CHECKED BY: DH DATE: 05/13/2022 REVIEWED BY: DH DATE: 05/13/2022
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Horns Consulting, LLC

www.hornsconsulting.com
Phone: (602)266-8690
E-mail: dh@hornsconsulting.com

1243 E. Muriel Drive, Phoenix, Arizona 85022

INSTALL ONE 39W, 4800 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM, SEE DETAIL 1. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 2' BACK OF WALK.

INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL).
SEE DETAIL 3

FUTURE / PROPOSED SINGLE LETTER DESIGN. (NOT TO BE INSTALLED.)



ARIZONA 811

Arizona Blue Stake, Inc.

HOBBS CONSULTING II

PHOENIX, ARIZONA 85022
PHONE: (623) 256-8990
www.hornsconsulting.com

www.hornsconsulting.com

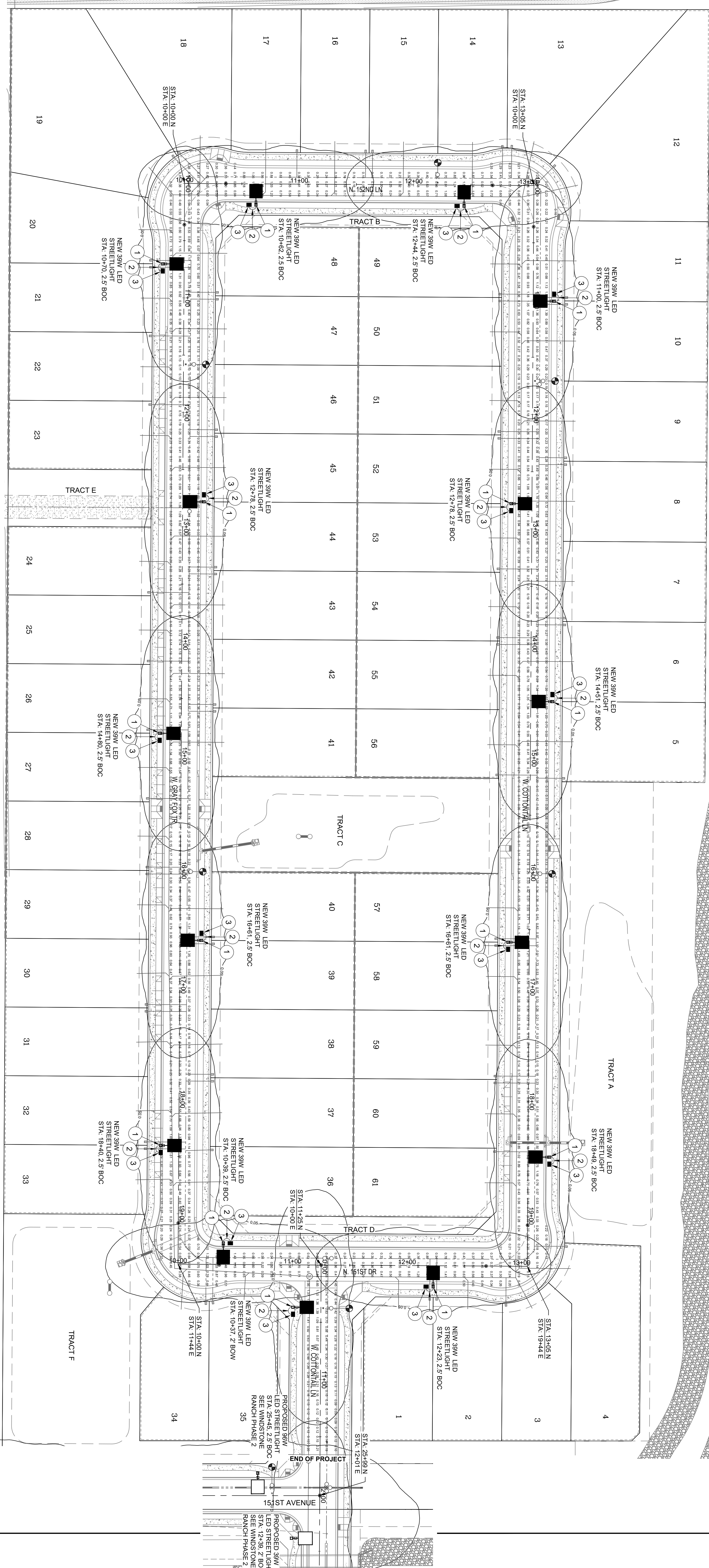
NO.	REVISIONS	BY	DATE
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2 OF 3

Contact: Doug Horning/Greg Larson, P.E.

Drawn By:	DH	05/13/2022
Reviewed By:	GL	05/13/2022

WINDSTONE RANCH NORTH
STREETLIGHT PLANS
SURPRISE, ARIZONA



DETAILS AND LEGEND FOR STREETLIGHTS:

- 1 INSTALL ONE 39W, 4800 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-0" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MASS ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 2' BACK OF WALK.
- 2 INSTALL 1" FLEX PVC W/2 #4 TYPE THHN/THWN AND 1 #4 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- 3 INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- 4 FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED)
- 5 FIRE HYDRANT LOCATION PER CIVIL PLANS

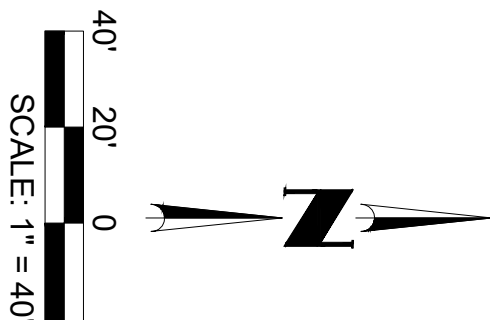
PHOTOMETRICS STUDIES

(Studies results is in illuminance)

GE LIGHTING SOLUTIONS ENR1 055530 -100-277V/
GE LIGHTING SOLUTIONS EAST CLEVELAND OH USA test report no.
Lamp(s) LED 757CA V1
candle(s) file vrf_055530 -100-277V, lamp201-159086 .wvs
Light Loss Factor = 0.800, watts per luminaire = 39
Outreach from mounting axis to photometric center = 30 in
number luminaires 15, number luminaires = 15
kw all locations = 0.6

WINDSTONE RANCH NORTH HORIZONTAL FOOTCANDLES	
Average	0.51
Minimum	0.08
Maximum	6.41
Unifield	0.78

APPROVED
CITY OF SURPRISE
ENGINEER
RS



Call at least two full working days
before you begin excavation
ARIZONA811
Arizona Blue Stake Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County (602) 253-1100

WINDSTONE RANCH NORTH
PHOTOMETRICS
STREET LIGHT PLANS

HORNS CONSULTING LLC	
1243 E. WAREL DRIVE	
PHOENIX, ARIZONA 85022	
PHONE: (602) 258-9860	
WWW.HORNSCONSULTING.COM	
NO.	REVISIONS
1	1
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STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit B attached hereto. This petition includes a charge for maintaining the lighting facilities.

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

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

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

The name of the existing street light improvements district to be enlarged:

SU-WINDSTNERCH205

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
AG EHC II (LEN) Multi State 4, LLC Wendy Stoeckel, Authorized Representative of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) Multi State 4, LLC	8585 E. Hartford Dr., Ste 118, Scottsdale, AZ 85255	503-54-992	<i>Wendy Stoeckel</i>



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered after December 1, 2021.

DESCRIPTION

E-68 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIOD

Dusk: The time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the fixture and energy charges, plus adjustments:

I. FIXTURES (Includes Mounting Arm, if applicable)

Fixture Equipment Class	Fixture Cost Range (per unit)	Investment by Company Monthly Rate	Investment by Others Monthly Rate
A	\$ 1 - \$ 430	\$ 6.54	\$ 2.00
B	\$ 431 - \$ 520	\$ 7.97	\$ 2.43
C	\$ 521 - \$ 640	\$ 9.56	\$ 2.97
D	\$ 641 - \$ 820	\$ 11.43	\$ 3.80
E	\$ 821 - \$ 910	\$ 14.46	\$ 4.21
F	\$ 911 - \$ 1,010	\$ 16.10	\$ 4.67
G	\$ 1,011 - \$ 1,110	\$ 17.60	\$ 5.14
H	\$ 1,111 - \$ 1,250	\$ 19.95	\$ 5.77
I	\$ 1,251 - \$ 1,520	\$ 22.20	\$ 7.00
J	\$ 1,521 - \$ 1,670	\$ 27.06	\$ 7.70
K	\$ 1,671 - \$ 1,850	\$ 30.08	\$ 8.52

Note: Equipment cost greater than \$1,850 shall be Customer owned.



II. ENERGY (Includes Generation, T&D, RCS & SBC)

Monthly energy charges for new lighting fixtures will be determined by the Company using the following method:

$$\text{kWh} = \text{Fixture Wattage} \times 344 \text{ Usage Hours}$$

$$\text{Generation} = \text{kWh per month} \times \$0.07575$$

$$\text{T\&D, RCS, System Benefits} = \text{kWh per month} \times \$0.03068$$

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWh reflects the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. kWh is determined by the company based on the rated wattage of the equipment and an established average hourly usage per month.
5. The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

			CHARGES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.69	\$ 2.03
			22 ft.	\$ 16.53	\$ 2.28
			25 ft.	\$ 17.89	\$ 2.47
			30 ft.	\$ 20.55	\$ 2.83
			32 ft.	\$ 21.59	\$ 2.86
		2 Simplex Adapters	12 ft.	\$ 15.66	\$ 2.16
			22 ft.	\$ 18.00	\$ 2.48
			25 ft.	\$ 18.77	\$ 2.59
			30 ft.	\$ 21.82	\$ 3.01
			32 ft.	\$ 23.27	\$ 3.21
	Square Steel	5"	13 ft.	\$ 16.84	\$ 2.31
			15 ft.	\$ 15.04	\$ 2.07
			23 ft.	\$ 17.85	\$ 2.46
			25 ft.	\$ 19.62	\$ 2.70
			28 ft.	\$ 21.78	\$ 3.00
			32 ft.	\$ 21.66	\$ 2.99
Concrete		12 ft.	\$ 50.19	\$ 6.91	
Fiberglass		12 ft.	\$ 42.50	\$ 5.85	
Decorative Transit	4"	16 ft.	\$ 41.44	\$ 5.72	
Decorative Transit	6"	30 ft.	\$ 80.01	\$ 11.02	
Hinged Poles	Square	15 ft.	\$ 15.93	\$ 1.30	
	Round	19 ft.	\$ 14.40	\$ 1.18	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$ 14.13	\$ 1.93
			22 ft.	\$ 15.98	\$ 2.20
			25 ft.	\$ 17.32	\$ 2.39
			30 ft.	\$ 20.00	\$ 2.77
			32 ft.	\$ 21.02	\$ 2.89
		2 Simplex Adapters	12 ft.	\$ 15.09	\$ 2.07
			22 ft.	\$ 16.86	\$ 2.31
			25 ft.	\$ 18.20	\$ 2.49
			30 ft.	\$ 21.26	\$ 2.92
			32 ft.	\$ 22.70	\$ 3.12
	3 Bolt Arm	32 ft.	\$ 26.09	\$ 3.58	
	Square Steel	5"	13 ft.	\$ 16.29	\$ 2.25
			15 ft.	\$ 16.66	\$ 2.28
			23 ft.	\$ 17.29	\$ 2.39
			25 ft.	\$ 19.07	\$ 2.64
			28 ft.	\$ 21.19	\$ 2.92
32 ft.			\$ 22.00	\$ 3.01	



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

			CHARGES		
			Investment by Company	Investment by Others	
			Height		
C. Direct Bury	Round Steel		19 ft.	\$ 22.23	\$ 3.07
			30 ft.	\$ 17.36	\$ 3.21
			38 ft.	\$ 21.18	\$ 3.29
		Self	40 ft.	\$ 26.09	\$ 4.13
		Stepped	25 ft.	\$ 60.01	\$ 4.90
			32 ft.	\$ 63.20	\$ 5.16
			49 ft.	\$ 78.45	\$ 10.81
	Square Steel	4"	34 ft.	\$ 19.15	\$ 3.32
		5"	20 ft.	\$ 18.19	\$ 3.01
			30 ft.	\$ 18.96	\$ 3.12
			38 ft.	\$ 20.57	\$ 3.57
		8"	28 ft.	\$ 34.33	\$ 2.79
			32 ft.	\$ 35.89	\$ 2.94
Decorative Transit		41 ft 6"	\$ 24.71	\$ 3.63	
	Decorative Transit	47 ft.	\$ 30.79	\$ 4.53	
	Steel Distribution Pole (for lighting only)	35 ft.	\$ 28.42	\$ 3.74	
D. Post Top	Decorative Transit Anchor Base		16 ft.	\$ 42.33	\$ 5.81
	Gray Steel/Fiberglass		23 ft.	\$ 14.68	\$ 2.41
	Black Steel		23 ft.	\$ 16.18	\$ 2.67
E. Existing distribution pole suitable for streetlight use				\$ 1.78	--
F. Wood	Wood Poles		30 ft.	\$ 10.80	
			35 ft.	\$ 10.80	
			40 ft.	\$ 15.00	

IV. ANCHOR BASE

		CHARGES		
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	\$ 11.96	\$ 1.65
		6 ft.	\$ 14.27	\$ 2.47
B. Pedestal		8 ft.	\$ 16.35	\$ 2.85
	For 32' Round Steel Pole only	4 ft. 6"	\$ 11.34	\$ 1.96



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

Underground Circuit Charges	
a. Per foot of cable, installed under paving	\$ 0.19051
b. Per foot of cable, not installed under paving	\$ 0.06724

TRIP CHARGE

A \$150.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
5. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
6. The Tax Expense Adjustor Mechanism charge, Adjustment Schedule TEAM.
7. The Court Resolution Surcharge, Adjustment Schedule CRS-1.
8. The System Reliability Benefit Adjustment Mechanism charge, Adjustment Schedule SRB-1.
9. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.



SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.
2. The Customer's bill will not be reduced due to photocontrol or cable repair or replacement outages.
3. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
4. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground, the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
5. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract, maintenance, or service agreement.

ENGINEERS NOTES

- A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
- PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES, IF ANY. NO CLAIMS SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OF RELATIVE.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
- THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
- NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
- THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED, IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
- AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR HIS MEASUREMENTS.
- HORNS CONSULTING LLC., ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DEFICIENCY OF PROPERTY CAUSED BY OTHERS. IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
- SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE NOTES

- ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
- THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT (623) 222-6150.
- THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
- THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
- ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
- THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTORS EXPENSE.
- NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
- ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT (623) 222-7000.
- TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
- PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
- EMERGENCY VEHICLE ACCESS (E.V.A) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

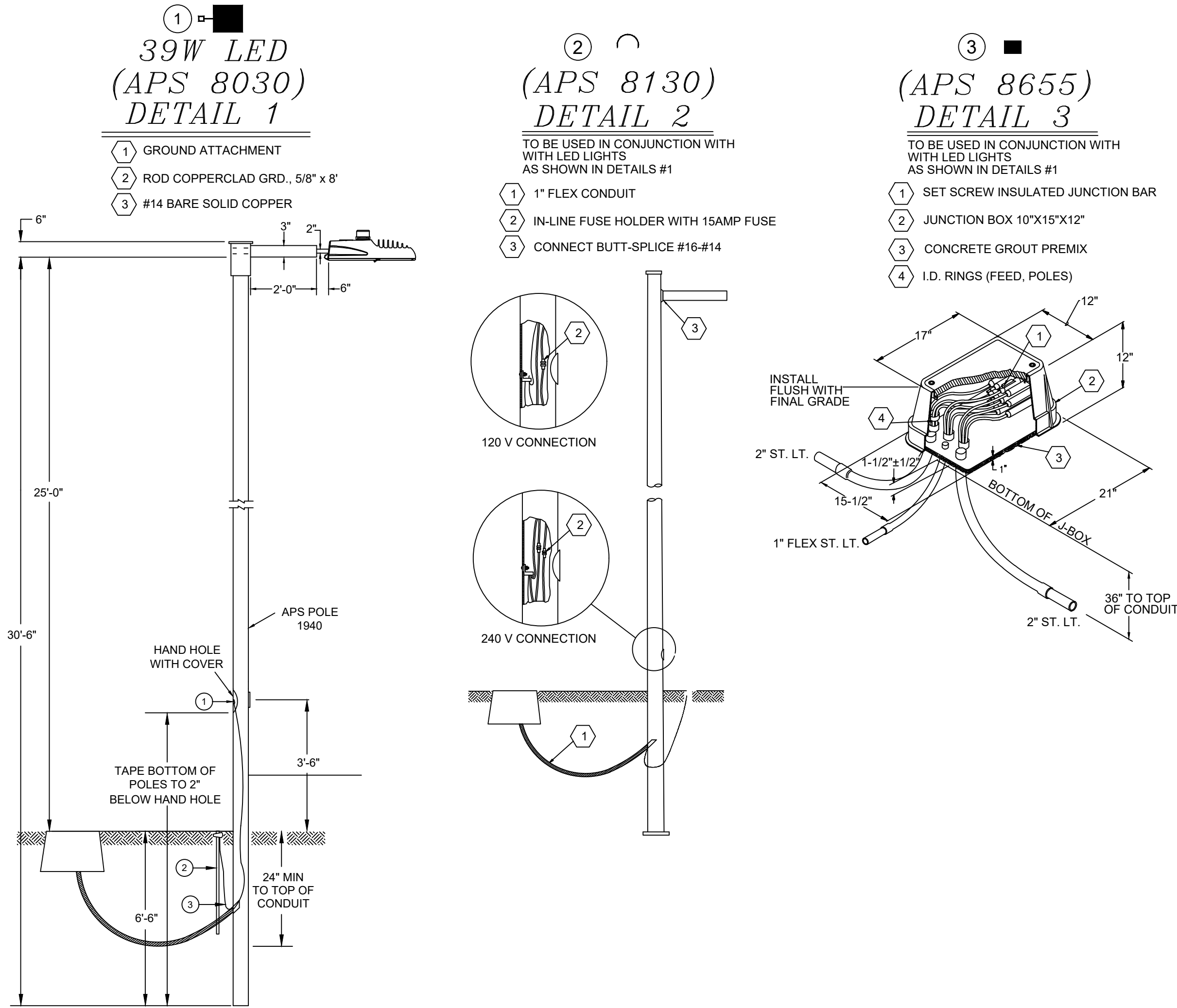
CITY ADDITIONAL NOTES

- THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.
- CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT TIME OF BIDDING AND CONSTRUCTION.

WINDSTONE RANCH NORTH
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP
4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

OWNER REPRESENTATIVE LENNAR ARIZONA INC. 8601 N. SCOTTSDALE ROAD, SUITE 335 SCOTTSDALE, ARIZONA 85253 PHONE: (602) 499-9305 CONTACT: KENT XANDER	LANDSCAPE ARCHITECT RVI PLANNING + LANDSCAPE ARCHITECTURE 120 S. ASH AVENUE TEMPE, ARIZONA 85281 PHONE: (480) 994-0964 CONTACT: SHAWN BYRON, PLA	CIVIL ENGINEER ATWELL 4700 E. SOUTHERN AVENUE MESA, ARIZONA 85208 PHONE: (480) 218-8831 CONTACT: MICHAEL PARK, PE	ELECTRICAL ENGINEER HORNS CONSULTING, LLC 1243 E. MURIEL DRIVE PHOENIX, ARIZONA 85022 PHONE: (602) 256-8990 CONTACT: DOUG HORNING & GREG LARSON, PE
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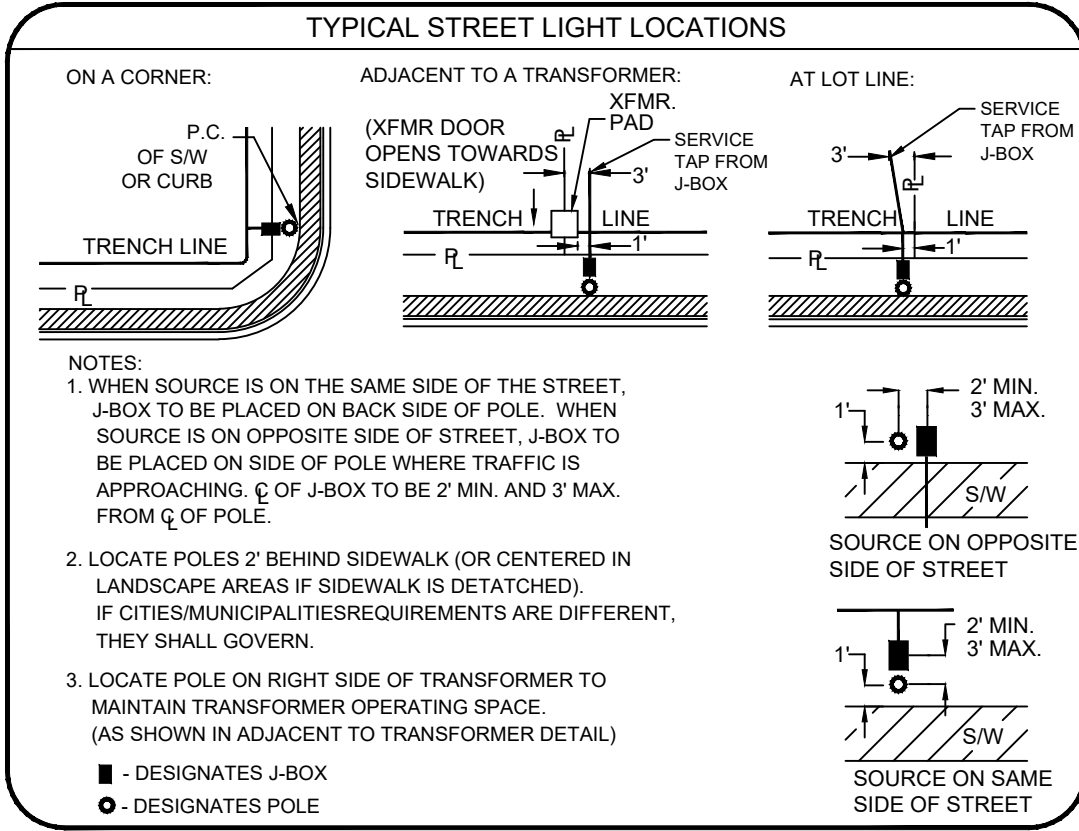
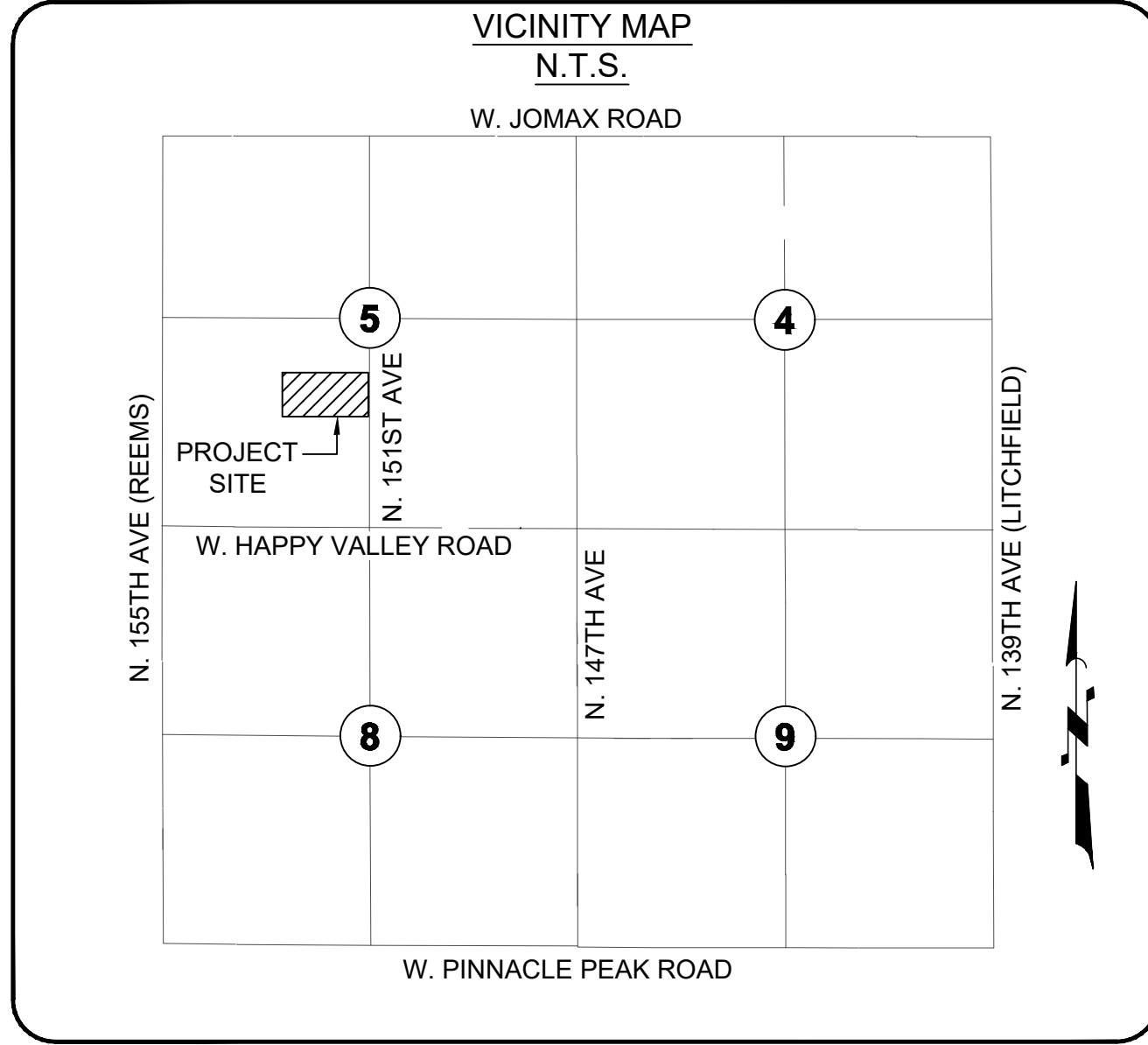


UTILITY PROVIDERS

SEWER	CITY OF SURPRISE
WATER	CITY OF SURPRISE
FIRE	CITY OF SURPRISE
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
NATURAL GAS	SOUTHWEST GAS
TELEPHONE	CENTURY LINK
TELEPHONE	COX COMMUNICATIONS
CABLE	COX COMMUNICATIONS
REFUSE COLLECTION	CITY OF SURPRISE

EQUIPMENT LIST

ITEM #	SYMBOL	TYPE STREET:	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT:	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	C.C.T.	PHOTOMETRIC	LUMINAIRE
1	■	LOCAL	15	25'-0"	30'-6"	2'-0"	4,900	LED	39W	120V	3000K	TYPE II WIDE TYPE IV	ERL1-0-05-B3-0-A-DKBZ (27)
ITEM DESCRIPTION													
2	○												
3	■												



INDEX

- 1 ~ COVER SHEET
- 2 ~ LIGHTING LAYOUT
- 3 ~ PHOTOMETRICS

DETAILS AND LEGEND FOR STREETLIGHTS

- INSTALL ONE 39W, 4900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 2' BACK OF WALK.
- INSTALL 1" FLEX PVC W/2-#14 TYPE THHN/THWN AND 1-#14 BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
- INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
- FIRE HYDRANT LOCATION PER CIVIL PLANS

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

Ravi Sharma 04/04/2024
CITY OF SURPRISE ENGINEER DATE

WINDSTONE RANCH NORTH
COVER SHEET
STREET LIGHT PLANS

HORNS CONSULTING, LLC
1243 E. MURIEL DRIVE
PHOENIX, ARIZONA 85022
PHONE: (602) 256-8990
www.hornsconsulting.com

25582
GREG LARSON
Professional Engineer
ARIZONA U.S.A.

NO.	REVISIONS	BY	DATE
1	OF	3	

Contact: Doug Horning/Greg Larson, P.E.
Horns Consulting Project #: 22SL233
Designed By: DH 05/13/2022
Drawn By: DH 05/13/2022
Reviewed By: GL 05/13/2022

Horns Consulting, LLC

www.hornsconsulting.com
Phone: (602) 256-8990
E-mail: doug@hornsconsulting.com

1243 E. Muriel Drive, Phoenix, Arizona 85022

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

WINDSTONE RANCH NORTH STREETLIGHT PLANS SURPRISE, ARIZONA

DETAILS AND LEGEND FOR STREETLIGHTS:

- 1. INSTALL ONE 39W, 4900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-8" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 2' BACK OF WALK.
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- 5. FIRE HYDRANT LOCATION PER CIVIL PLANS

APPROVED
CITY OF SURPRISE
ENGINEER
RS

LOCAL STREET
LOOKING NORTH OR EAST
N.T.S.

**WINDSTONE RANCH NORTH
LIGHTING LAYOUT
STREET LIGHT PLANS**

HORNS CONSULTING, LLC
1243 E. MURIEL DRIVE
PHOENIX, ARIZONA 85022
PHONE: (602) 256-8990
WWW.HORNSCONSULTING.COM

ARIZONA 811
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Call at least two full working days
before you begin excavation.
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In Maricopa County: (602) 263-1100

REVISIONS

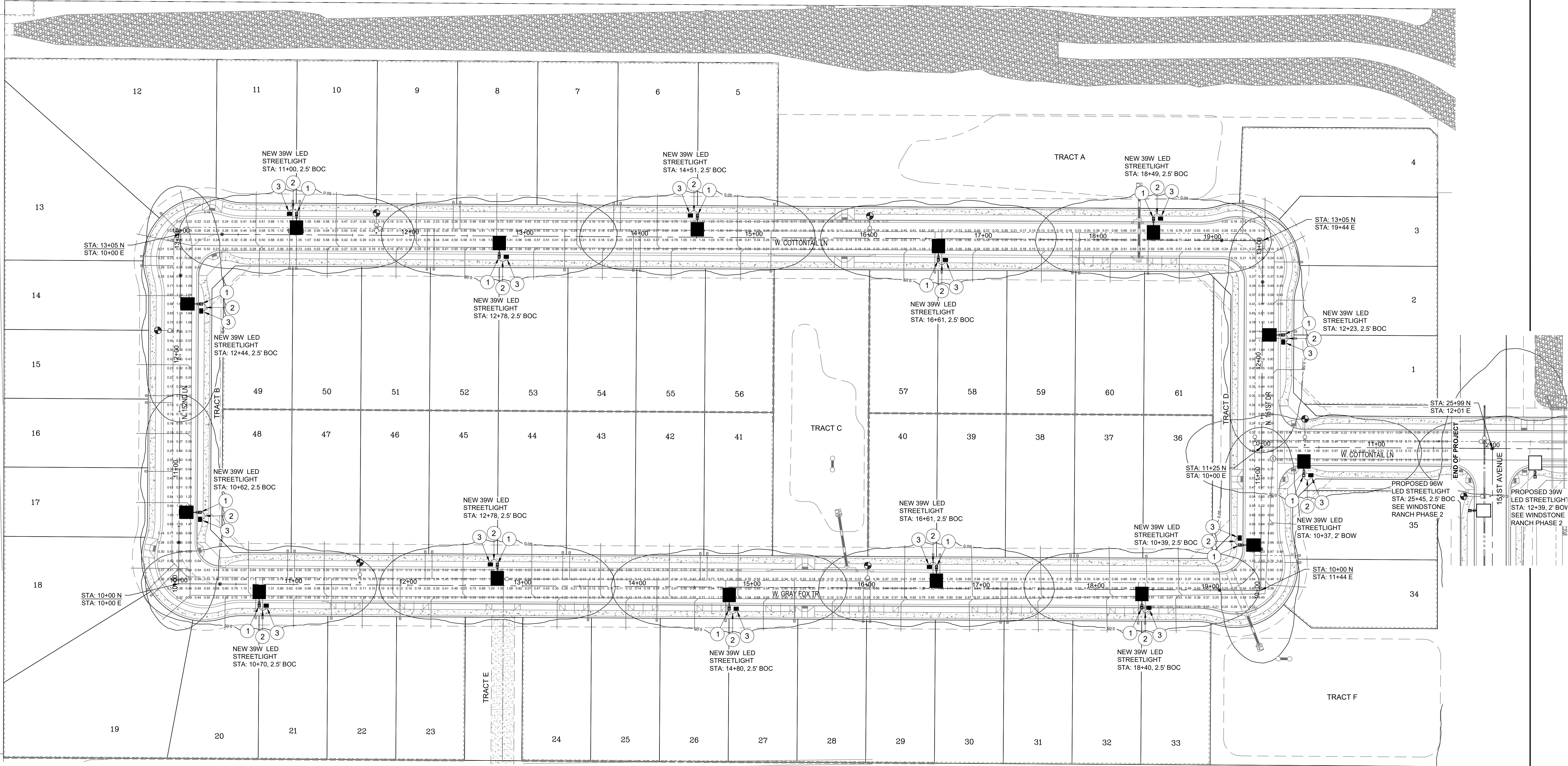
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2 OF 3

CONTACT: Doug Hanning/Greg Larson, P.E.
Horns Consulting Project #: 2251233
Designed By: DH 05/13/2022
Drawn By: DH 05/13/2022
Reviewed By: GL 05/13/2022

on,P.E.
SL233
3/2022
3/2022
3/2022

WINDSTONE RANCH NORTH
STREETLIGHT PLANS
SURPRISE, ARIZONA



DETAILS AND LEGEND FOR STREETLIGHTS:

- 1. INSTALL ONE 39W, 4900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 2' BACK OF WALK.
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PHOTOMETRICS STUDIES
(Studies results is in illuminance)

GE LIGHTING SOLUTIONS ERL1 056330 -120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no. 17040524 17040525 17040526 17040722 17040723 17040724
lamp(s): LED's 757G-V1
candela file 'erl1_056330_-120-277v_tcm201-129086.ies'
1 lamp(s) per luminaire. photometry is absolute
Light Loss Factor = 0.900; watts per luminaire = 39
Outreach (from mounting axis to photometric center) = 30 in
mounting height= 25 ft
number locations= 15; number luminaires= 15
kw all locations= 0.6

WINDSTONE RANCH NORTH
1196 points at z=0, 90 ft by 88
HORIZONTAL FOOT CANDLES
Average 0.51
Maximum 2.12
Minimum 0.08
Avg/Min 6.41
Max/Min 26.50
Coef Var 0.79
Unit/Grad 1.98

APPROVED
CITY OF SURPRISE
ENGINEER
RS

40' 20' 0 40'
SCALE: 1" = 40'

Call at least two full working days before you begin excavation.

ARIZONA 811
Arizona Blue Stake, Inc.

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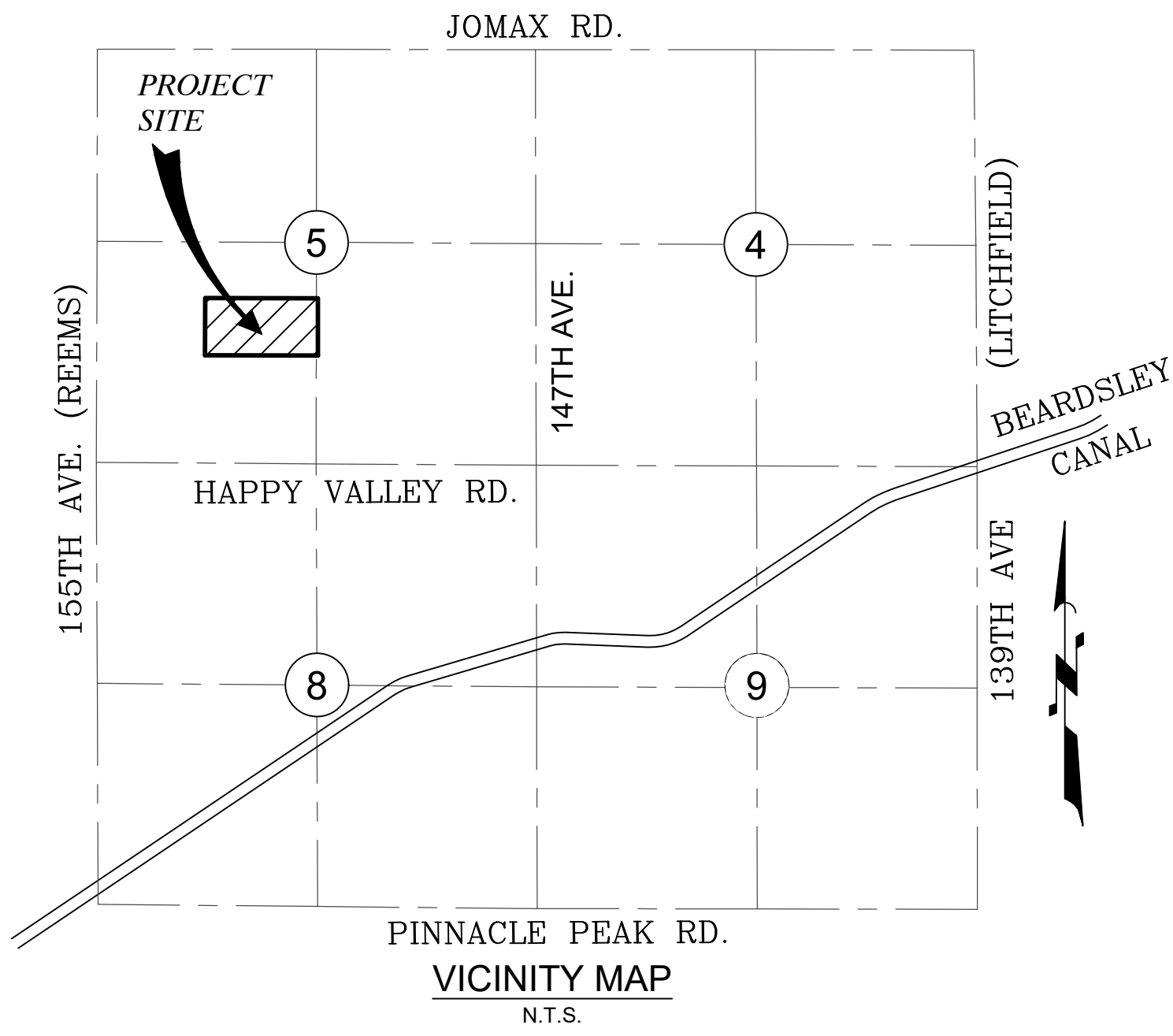
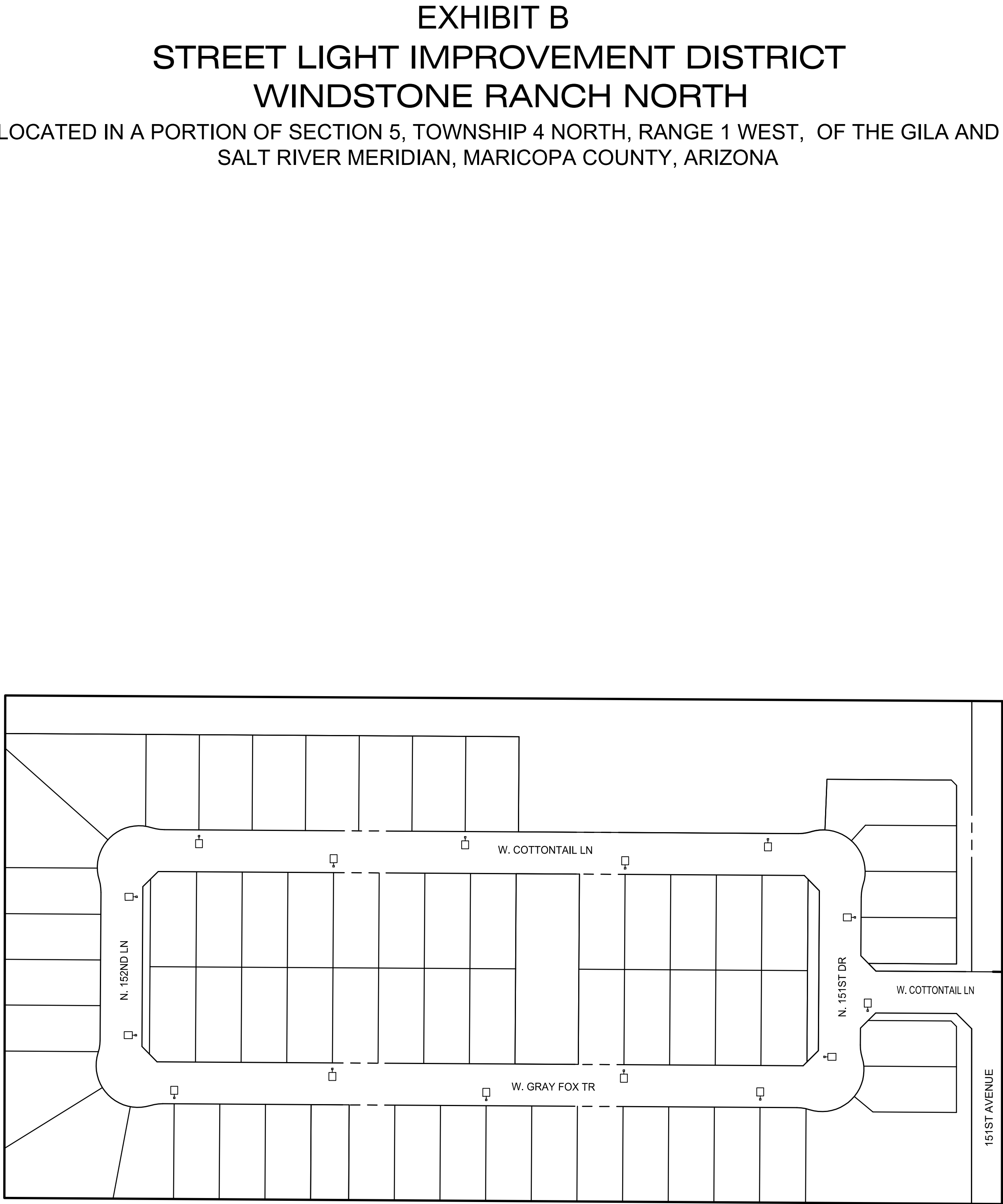
28582
GREG P. LARSON
Professional Engineer
ARIZONA U.S.A.

NO.	REVISIONS	BY	DATE
3	OF	3	

SHEET

3 OF 3

Contact: Doug Horning/Greg Larson, P.E.
Horns Consulting Project #: 22SL233
Designed By: DH 05/13/2022
Drawn By: DH 05/13/2022
Reviewed By: GL 05/13/2022



STREET LIGHTS

15 POLES (ESTIMATED)

ACTUAL POLE NUMBERS MAY VARY ±10%



ATWELL

866.850.4200 www.atwell-group.com

4700 E. SOUTHERN AVENUE
SUITE 100
MESA, AZ 85206
480.218.8831

COUNTY: MARICOPA

SECTION: 5

TOWNSHIP: 4 NORTH

RANGE: 1 WEST

EXHIBIT B

STREET LIGHT IMPROVEMENT DISTRICT

WINDSTONE RANCH NORTH

S.L.I.D.

CITY OF SURPRISE, ARIZONA

MAY 2022

ATWELL

PM. M. PARK

DR. D. RENEAR

JOB NO.
21000561

SCALE 0 50 100
1" = 100 FEET

21000561_PRELIMINARY SLID EXHIBIT.DWG

SHEET NO.
1 OF 1

Recording requested by:

City of Surprise
City Clerk's Office
16000 N Civic Center Plaza
Surprise, Arizona 85374

Reso202275SLID-10-1-1--
Garcia

RESOLUTION 2022-75

CITY OF SURPRISE, ARIZONA

SU-WINDSTERNCH205

STREET LIGHTING IMPROVEMENT DISTRICT

RESOLUTION # 2022-75

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-WINDSTNERNCH205 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-WINDSTNERNCH205 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "City of Surprise, Arizona SU-WindstneRnch205 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

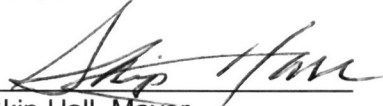
Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same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

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

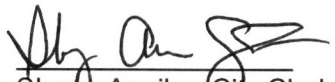
Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

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

APPROVED AND ADOPTED this 15th day of November, 2022.


Skip Hall, Mayor

Attest:


Sheri Aguilar, City Clerk

Approved as to form:

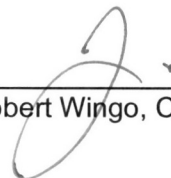

Robert Wingo, City Attorney

Exhibit A



ONE COMPANY.
INFINITE SOLUTIONS.

**STREET LIGHT IMPROVEMENT DISTRICT
WINDSTONE RANCH
CITY OF SURPRISE, ARIZONA**

**LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH,
RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.**

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT A SET PK NAIL WITH TAG PLS 22282, ACCEPTED AS THE SOUTHEAST CORNER OF
SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST FROM WHICH A SET PK NAIL WITH TAG STAMPED
PLS 22282, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1
WEST, THEREOF BEARS N00°07'05"W A DISTANCE OF 2645.63 FEET;**

THENCE, ALONG THE EAST LINE OF SAID SECTION 5, N00°07'05"W A DISTANCE OF 1984.22 FEET;

THENCE, LEAVING THE EAST LINE OF SAID SECTION 5, N89°40'13"W A DISTANCE OF 1310.83 FEET TO
THE **POINT OF BEGINNING**;

THENCE, S00°02'31"E A DISTANCE OF 1982.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE
CONCAVE TO THE LEFT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 250.00 FEET, WITH A RADIUS OF 1900.00
FEET AND THE RADIAL BEARING OF S00°23'05"W AND A CENTRAL ANGLE OF 07°32'20";

THENCE, S82°50'45"W A DISTANCE OF 450.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE
TO THE RIGHT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 250.00 FEET, WITH A RADIUS OF 1900.00
FEET AND A CENTRAL ANGLE OF 07°32'20";

THENCE, N89°36'55"W A DISTANCE OF 367.38 FEET;

THENCE, N00°01'59"E A DISTANCE OF 1413.09 FEET;

THENCE, CONTINUING ALONG SAID LINE, N00°01'59"E A DISTANCE OF 660.57 FEET;

THENCE, S89°40'13"E A DISTANCE OF 1310.87 FEET TO THE **POINT OF BEGINNING**.



ONE COMPANY.
INFINITE SOLUTIONS.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 2,678,384 SQUARE FEET OR 61.49 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

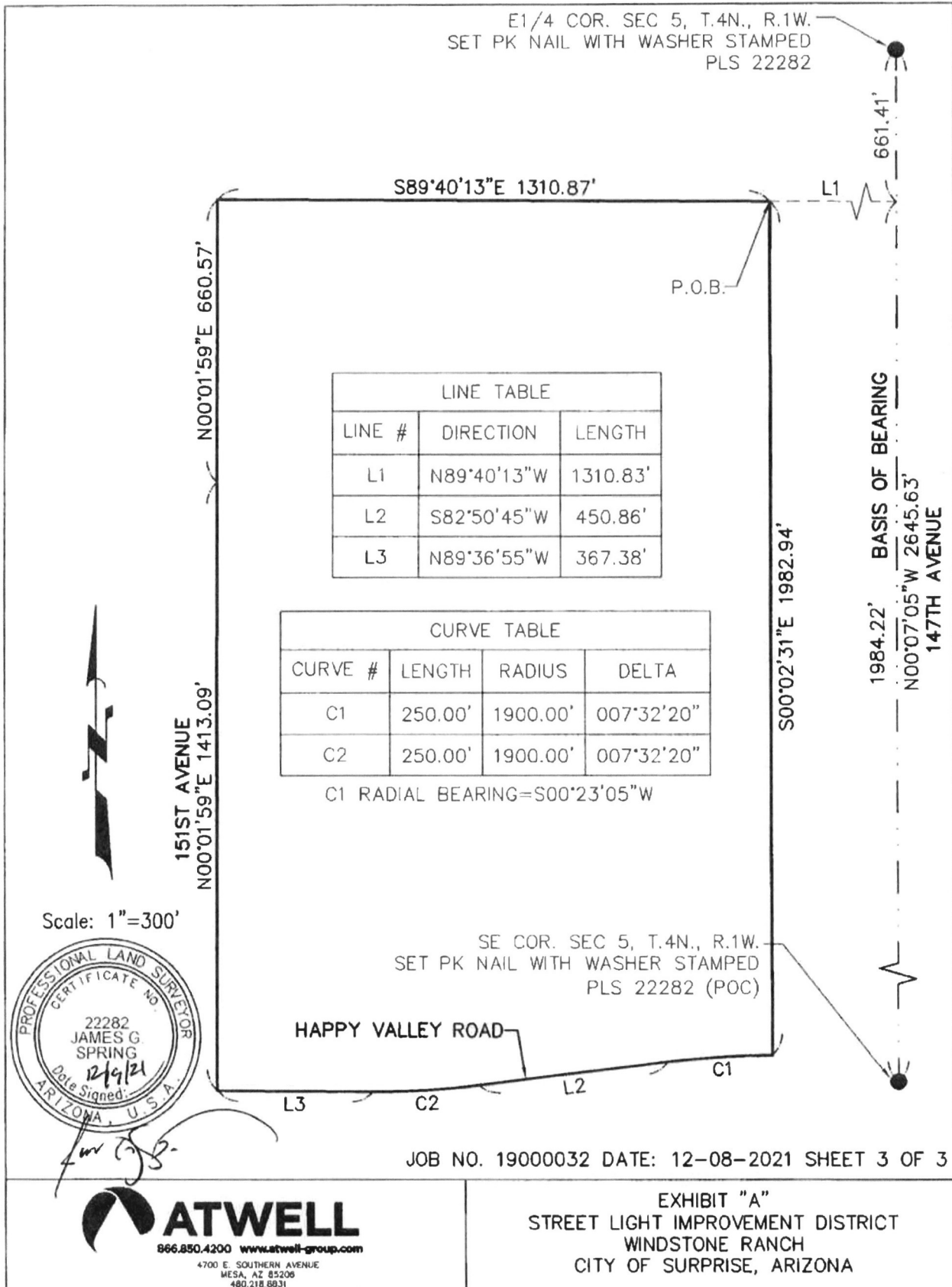
THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO.19000032
DECEMBER 8TH, 2021



A handwritten signature in black ink, appearing to read "James G. Spring", written over the bottom right portion of the professional seal.

EXHIBIT B



K:\19000032 - WINDSTONE\DWG\SURVEY\SLD\19000032 WINDSTONE SLD.DWG SAVE DATE: 12/8/2021 6:40 AM PLOT
DATE: 12/8/2021 6:45 AM

Name: WINDSTONE SLID BDRY

North: 988593.0315' East: 558607.7276'

Segment #1 : Line

Course: S0°02'31.233"E Length: 1982.9410'

North: 986610.0910' East: 558609.1815'

Segment #2 : Curve

Length: 250.0000' Radius: 1900.0000'

Delta: 7°32'20.11" Tangent: 125.1807'

Chord: 249.8197' Course: S86°36'55.346"W

Course In: S0°23'05.399"W Course Out: N7°09'14.707"W

RP North: 984710.1339' East: 558596.4200'

End North: 986595.3420' East: 558359.7976'

Segment #3 : Line

Course: S82°50'45.293"W Length: 450.8603'

North: 986539.1927' East: 557912.4473'

Segment #4 : Curve

Length: 250.0000' Radius: 1900.0000'

Delta: 7°32'20.11" Tangent: 125.1807'

Chord: 249.8197' Course: S86°36'55.346"W

Course In: N7°09'14.707"W Course Out: S0°23'05.399"W

RP North: 988424.4009' East: 557675.8248'

End North: 986524.4438' East: 557663.0634'

Segment #5 : Line

Course: N89°36'54.601"W Length: 367.3846'

North: 986526.9113' East: 557295.6870'

Segment #6 : Line

Course: N0°01'58.660"E Length: 1413.0940'

North: 987940.0051' East: 557296.5000'

Segment #7 : Line

Course: N0°01'58.660"E Length: 660.5706'

North: 988600.5756' East: 557296.8800'

Segment #8 : Line

Course: S89°40'12.954"E Length: 1310.8693'

North: 988593.0316' East: 558607.7276'

Perimeter: 6685.7197' Area: 2678384.15 Sq. Ft.

Error Closure: 0.0001 Course: N18°07'53.079"W

Error North: 0.00011 East: -0.00004

Precision 1: 66857198.0000



STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

Expenses of the District (PICK ONE)

- ☒ shall be paid by the levy and collection of ad valorem taxes upon assessed value of all property in the District
- ☐ shall be paid by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District.

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

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

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

SU-WindstneRnch205

(Leave Blank - to be assigned by City staff)

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
R-Hearthstone Lot Option Pool 04, LP	N/A	503-54-013C 503-54-013B 503-54-013D 503-54-005C 503-54-005D	 Steven C. Porath Authorized Representative



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

This rate schedule is applicable to those portions of cities, towns and unincorporated communities in which the Company does a general retail electric business and where the Company has installed a multiple or series street lighting system of adequate capacity for the service to be rendered after December 1, 2021.

DESCRIPTION

E-68 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIOD

Dusk: The time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.

Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the fixture and energy charges, plus adjustments:

I. FIXTURES (Includes Mounting Arm, if applicable)

Fixture Equipment Class	Fixture Cost Range (per unit)	Investment by Company Monthly Rate	Investment by Others Monthly Rate
A	\$ 1 - \$ 430	\$5.72	\$1.75
B	\$ 431 - \$ 520	\$6.97	\$2.12
C	\$ 521 - \$ 640	\$8.36	\$2.60
D	\$ 641 - \$ 820	\$9.99	\$3.32
E	\$ 821 - \$ 910	\$12.64	\$3.68
F	\$ 911 - \$ 1,010	\$14.07	\$4.08
G	\$ 1,011 - \$ 1,110	\$15.38	\$4.49
H	\$ 1,111 - \$ 1,250	\$17.44	\$5.04
I	\$ 1,251 - \$ 1,520	\$19.40	\$6.12
J	\$ 1,521 - \$ 1,670	\$23.65	\$6.73
K	\$ 1,671 - \$ 1,850	\$26.29	\$7.45

Note: Equipment cost greater than \$1,850 shall be Customer owned.



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

II. ENERGY (Includes Generation, T&D, RCS & SBC)

Monthly energy charges for new lighting fixtures will be determined by the Company using the following method:

$$\text{kWh} = \text{Fixture Wattage} \times 344 \text{ Usage Hours}$$

$$\text{Generation} = \text{kWh per month} \times \$ 0.06621$$

$$\text{T\&D, RCS, System Benefits} = \text{kWh per month} \times \$ 0.02682$$

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWh reflects the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. kWh is determined by the company based on the rated wattage of the equipment and an established average hourly usage per month.
5. The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

			CHARGES		
			Height	Investment by Company	Investment by Others
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	12 ft.	\$12.84	\$1.77
			22 ft.	\$14.45	\$1.99
			25 ft.	\$15.64	\$2.16
			30 ft.	\$17.96	\$2.47
			32 ft.	\$18.87	\$2.50
		2 Simplex Adapters	12 ft.	\$13.69	\$1.89
			22 ft.	\$15.73	\$2.17
			25 ft.	\$16.41	\$2.26
			30 ft.	\$19.07	\$2.63
			32 ft.	\$20.34	\$2.81
	Square Steel	5"	13 ft.	\$14.72	\$2.02
			15 ft.	\$13.15	\$1.81
			23 ft.	\$15.60	\$2.15
			25 ft.	\$17.15	\$2.36
			28 ft.	\$19.04	\$2.62
			32 ft.	\$18.93	\$2.61
	Concrete		12 ft.	\$43.87	\$6.04
Fiberglass		12 ft.	\$37.15	\$5.11	
Decorative Transit	4"	16 ft.	\$36.22	\$5.00	
Decorative Transit	6"	30 ft.	\$69.93	\$9.63	
Hinged Poles	Square	15 ft.	\$13.92	\$1.14	
	Round	19 ft.	\$12.59	\$1.03	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$12.35	\$1.69
			22 ft.	\$13.97	\$1.92
			25 ft.	\$15.14	\$2.09
			30 ft.	\$17.48	\$2.42
			32 ft.	\$18.37	\$2.53
		2 Simplex Adapters	12 ft.	\$13.19	\$1.81
			22 ft.	\$14.74	\$2.02
			25 ft.	\$15.91	\$2.18
			30 ft.	\$18.58	\$2.55
			32 ft.	\$19.84	\$2.73
		3 Bolt	32 ft.	\$22.80	\$3.13
	Square Steel	5"	13 ft.	\$14.24	\$1.97
			15 ft.	\$14.56	\$1.99
			23 ft.	\$15.11	\$2.09
			25 ft.	\$16.67	\$2.31
			28 ft.	\$18.52	\$2.55
			32 ft.	\$19.23	\$2.63



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

			CHARGES			
			Investment by Company	Investment by Others		
C. Direct Bury	Round Steel	Height	19 ft.	\$19.43	\$2.68	
		30 ft.	\$15.17	\$2.81		
		38 ft.	\$18.51	\$2.88		
		Self	40 ft.	\$22.80	\$3.61	
		Stepped	25 ft.	\$52.45	\$4.28	
			32 ft.	\$55.24	\$4.51	
			49 ft.	\$68.57	\$9.45	
		Square Steel	4"	34 ft.	\$16.74	\$2.90
			5"	20 ft.	\$15.90	\$2.63
	30 ft.			\$16.57	\$2.73	
	38 ft.			\$17.98	\$3.12	
	8"		28 ft.	\$30.01	\$2.44	
			32 ft.	\$31.37	\$2.57	
	Decorative Transit		41 ft 6	\$21.60	\$3.17	
		Decorative Transit		47 ft.	\$26.91	\$3.96
		Steel Distribution Pole (for lighting only)		35 ft.	\$24.84	\$3.27
D. Post Top	Decorative Transit Anchor					
	Base		16 ft.	\$37.00	\$5.08	
	Gray Steel/Fiberglass		23 ft.	\$12.83	\$2.11	
	Black Steel		23 ft.	\$14.14	\$2.33	
E. Existing distribution pole suitable for streetlight use				\$1.56	--	

IV. ANCHOR BASE

		CHARGES		
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	\$10.45	\$1.44
		6 ft.	\$12.47	\$2.16
B. Pedestal		8 ft.	\$14.29	\$2.49
	For 32' Round Steel Pole only	4 ft. 6"	\$9.91	\$1.71



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

Underground Circuit Charges	
a. Per foot of cable, installed under paving	\$0.16652
b. Per foot of cable, not installed under paving	\$0.05877

TRIP CHARGE

A \$150.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Environmental Improvement Surcharge, Adjustment Schedule EIS.
5. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
6. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
7. The Tax Expense Adjustor Mechanism charge, Adjustment Schedule TEAM
8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.



**RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

2. The Customer's bill will not be reduced due to photocontrol or cable repair or replacement outages.
3. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
4. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground, the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
5. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract, maintenance, or service agreement.

ENGINEERS NOTES

1. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF TRENCHING. THE ENGINEER AND/OR DEVELOPER WILL NOT GUARANTEE ANY ELEVATIONS OR LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS.
2. PRIOR TO BEGINS THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OF DEFICIENCY IN QUANTITIES. IF ANY, NO CLAIMS SHALL BE MADE AGAINST THE ENGINEER OR DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OR RELATIVE.
3. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND MAKE HIS BID THEREON.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER, POLES, ETC.
6. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE NOR SHALL BE CONSTRUED TO CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
7. THE CONTRACTOR WILL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WORK. THESE MEASUREMENTS WILL BE GIVEN TO THE ENGINEER IN WRITING SO THAT AS-BUILT PLANS CAN BE CREATED. IF THE CONTRACTOR DOES NOT TAKE AS-BUILT MEASUREMENTS OR FORWARD THESE MEASUREMENTS TO THE ENGINEER, THE ENGINEER WILL NOT BE RESPONSIBLE FOR PROVIDING ACCURATE AS-BUILT OF THE POLES, ETC.
8. AS-BUILT SUBMITTALS WILL NOT BE PERFORMED UNTIL ORDERED BY THE CLIENT OR THE MEASUREMENTS.
9. HORNS CONSULTING LLC, ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DESTRUCTION OF PROPERTY CAUSED BY OTHERS' IDENTIFY ALL OTHER UTILITIES & CALL BLUE STAKE PRIOR TO DIGGING.
10. SIDEWALK TO MEANDER AROUND ALL STREET LIGHTS AND APS EQUIPMENT.

CITY OF SURPRISE NOTES

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT (602) 222-4150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE NOR SHALL BE CONSTRUED TO CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE PUBLIC WORKS SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT (602) 222-7000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401. THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (EVA) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACTS ACCESSIBILITY GUIDELINES PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

CITY ADDITIONAL NOTES

1. THE ELECTRICAL/MAINTENANCE COST OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT DEVELOPMENTS STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL/MAINTENANCE COST OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.
2. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT TIME OF BIDDING AND CONSTRUCTION.

Horns Consulting, LLC

www.hornsconsulting.com
Phone: (602) 258-8990
E-mail: dave@hornsconsulting.com

1243 E. Muriel Drive, Phoenix, Arizona 85022

WINDSTONE RANCH PHASE 2
STREETLIGHT PLANS
SURPRISE, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP
4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

OWNER/DEVELOPER
LENMAR ARIZONA INC.
1685 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85281
PHONE: (602) 332-4874
CONTACT: JOAN SCARBOROUGH

LANDSCAPE ARCHITECT
RVI PLANNING + LANDSCAPE
ARCHITECTURE
120 S. ASH AVENUE
TEMPE, ARIZONA 85281
PHONE: (480) 864-0864
CONTACT: SHAWN BYRON, PLA

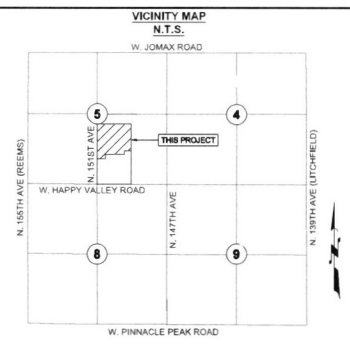
CIVIL ENGINEER
ATVILL
4750 E. SOUTHERN AVENUE
MESA, ARIZONA 85205
PHONE: (480) 218-8831
CONTACT: MICHAEL PARK, PE

ELECTRICAL ENGINEER
HORNS CONSULTING, LLC
1243 E. MURIEL DRIVE
PHOENIX, ARIZONA 85022
PHONE: (602) 258-8990
CONTACT: DOUG HORNING & GREG LARSON, PE

RECEIVED

12/23/2021

FS21-1037



1-
39W LED
(APS 8030)
DETAIL 1

1. GROUND ATTACHMENT
2. ROD COPPER/CLAD GRD. 5/8" x 8"
3. #14 BARE SOLID COPPER

1A-
96W LED
(APS 8030)
DETAIL 1A

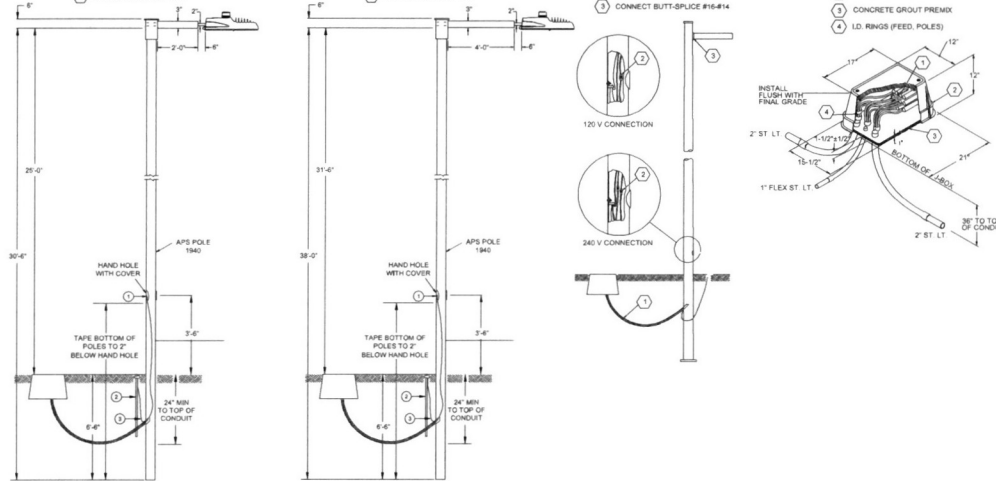
1. GROUND ATTACHMENT
2. ROD COPPER/CLAD GRD. 5/8" x 8"
3. #14 BARE SOLID COPPER

2-
(APS 8130)
DETAIL 2

1. 1" FLEX CONDUIT
2. IN-LINE FUSE HOLDER WITH 15AMP FUSE
3. CONNECT BUTT-SPICE #16-#14

3-
(APS 8655)
DETAIL 3

1. TO BE USED IN CONJUNCTION WITH WITH LED LIGHTS AS SHOWN IN DETAILS #1
1. SET SCREW INSULATED JUNCTION BAR
2. JUNCTION BOX 10"x15"x12"
3. CONCRETE GROUT PREMIK
4. LD. RINGS (FEED POLES)



UTILITY COORDINATION LIST

DESCRIPTION	REPRESENTATIVE	PHONE	DATE
APS	MONIQUE HOLLIDAY	(602) 250-1000	11-01-2021
CENTURY LINK	DEBBIE RAMSEY	(602) 630-0492	11-01-2021
SOUTHWEST GAS	ZACH STEVENSON	(602) 484-5270	11-01-2021
COX COMMUNICATIONS	TMC (TRAFFIC MANAGEMENT CENTER)	(602) 332-7115	11-01-2021

* CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

EQUIPMENT LIST

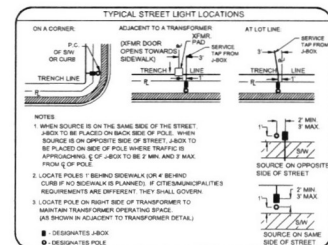
ITEM #	SYMBOL	TYPE STREET	QUANTITY	MOUNTING HEIGHT	POLE HEIGHT	MAST ARM	LUMENS	TYPE	WATTAGE	VOLTAGE	C.C.T.	PHOTOMETRIC	LUMINAIRE
1	1- 39W LED (APS 8030) DETAIL 1	LOCAL	26	27'-0"	30'-4"	2'-0"	4,800	LED	39W	120V	3000K	TYPE B WIDE	ERL1-0-05-83-30-A-DK82 (R)
1A	1A- 96W LED (APS 8030) DETAIL 1A	COLLECTOR	3	31'-4"	38'-0"	4'-0"	11,500	LED	96W	120V	3000K	TYPE B	ERLH-0-11-3-C3-0-A-DK82 (R)
ITEM DESCRIPTION													
2	2- (APS 8130) DETAIL 2	1" FLEX PVC W/ #14 TYPE THINWALL AND 1/4" BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT.											
3	3- (APS 8655) DETAIL 3	INSTALL AN APS JUNCTION BOX NEXT TO THE POLE PER JUNCTION BOX DETAIL.											

LED NOTE:

LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

STREETLIGHT NOTE:

ENSURE THERE IS A CLEARANCE FROM THE EDGE OF THE SIDE WALK TO THE FACE OF THE POLE.



Call at least two full working days before you begin excavation
ARIZONA 811
Arizona Blue Stakes, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

DETAILS AND LEGEND FOR STREETLIGHTS:

1. INSTALL ONE 39W 4800 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'4" SQUARE POLE MOUNTED AT 27'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
 - 1A. INSTALL ONE 96W 11500 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 38'0" SQUARE POLE MOUNTED AT 31'-4" WITH ONE SINGLE 4'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
 2. INSTALL 1" FLEX PVC W/ #14 TYPE THINWALL AND 1/4" BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
 3. INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
4. FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN. (NOT TO BE INSTALLED.)
5. FIRE HYDRANT LOCATION PER CIVIL PLANS

THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF LAW OR ORDINANCES.

CITY OF SURPRISE ENGINEER

DATE

WINDSTONE RANCH PHASE 2
COVER SHEET
STREET LIGHT PLANS

Horns Consulting, LLC
1243 E. Muriel Drive
Phoenix, Arizona 85022
Phone: (602) 258-8990
www.hornsconsulting.com

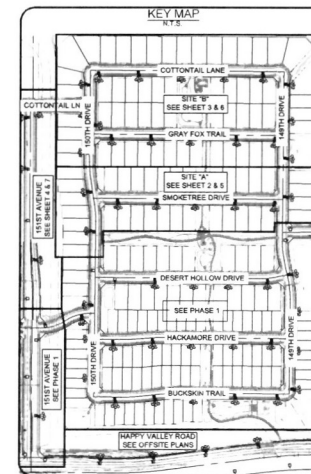
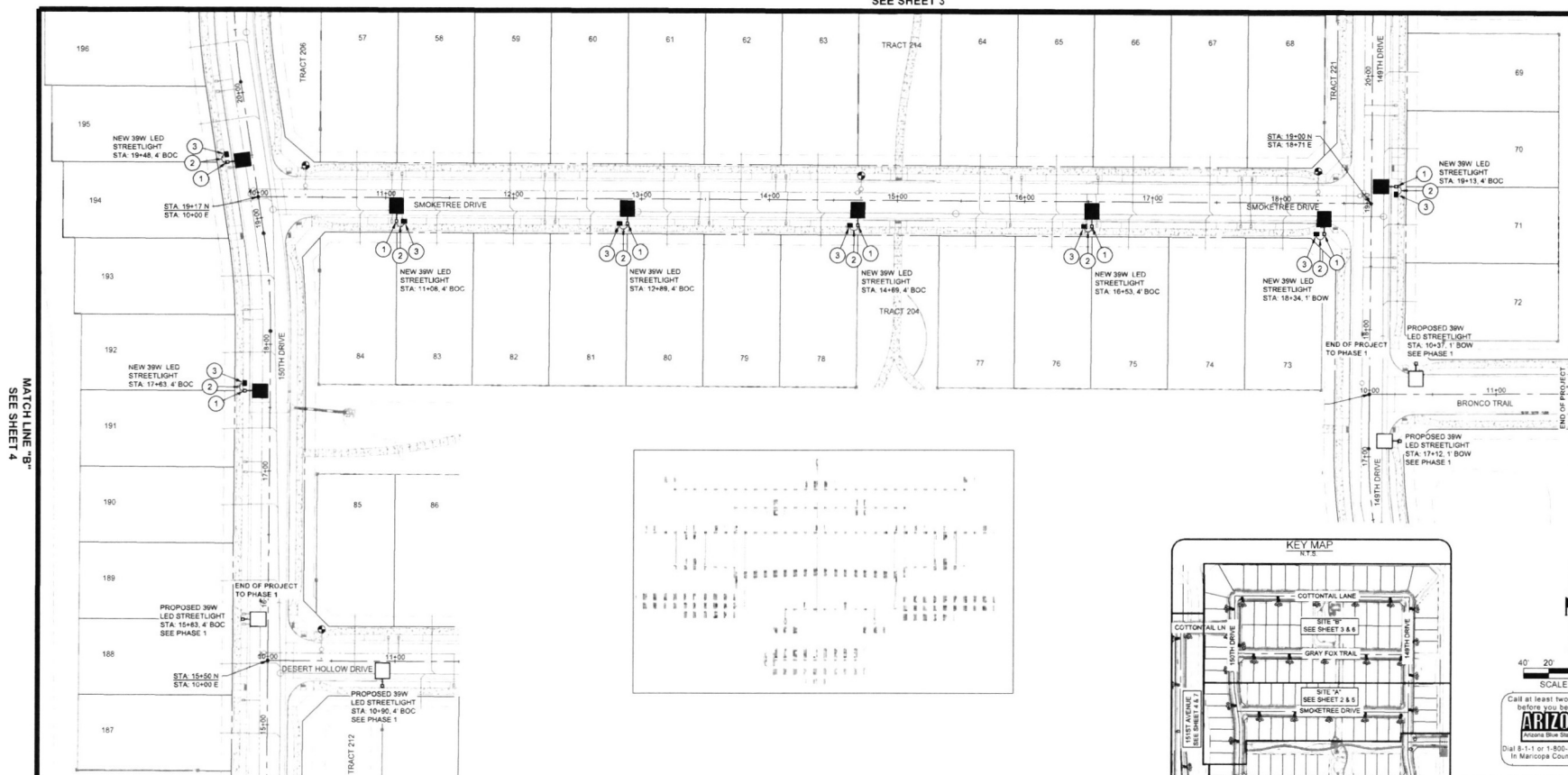
25853
DATE: 12/23/21
PROJECT: WINDSTONE RANCH PHASE 2
SHEET: 1 OF 7
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]
DATE: 12/23/21

REVISIONS BY DATE
1 - COVER SHEET
2 - LIGHTING LAYOUT
3 - LIGHTING LAYOUT
4 - LIGHTING LAYOUT
5 - PHOTOMETRIC
6 - PHOTOMETRIC
7 - PHOTOMETRIC

DETAILS AND LEGEND FOR STREETLIGHTS:

- 1 INSTALL 30W, 4800 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON 2'-0" SQUARE POLE MOUNTED AT 2'-0" WITH ONE SINGLE 2'-0" MAX ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4'-0" BACK OF CURB OR 1' BACK OF WALK.
 - 1A INSTALL ONE 9W, 1150 LUMEN LED FIXTURE WITH PHOTOELECTRIC CONTROL ON A 2'-0" SQUARE POLE MOUNTED AT 2'-0" WITH ONE SINGLE 4'-0" MAX ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4'-0" BACK OF CURB OR 1' BACK OF WALK.
 - 2 INSTALL 1" FLEX PVC W/5/8" TYPE THIRTYTHREE AND 1/4" BARE BOND FROM PULL BOX TO BUSSEMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
 - 3 INSTALL AN AFS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL) SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN (NOT TO BE INSTALLED)
- FIRE HYDRANT LOCATION PER CIVIL PLANS

MATCH LINE "A"
SEE SHEET 3



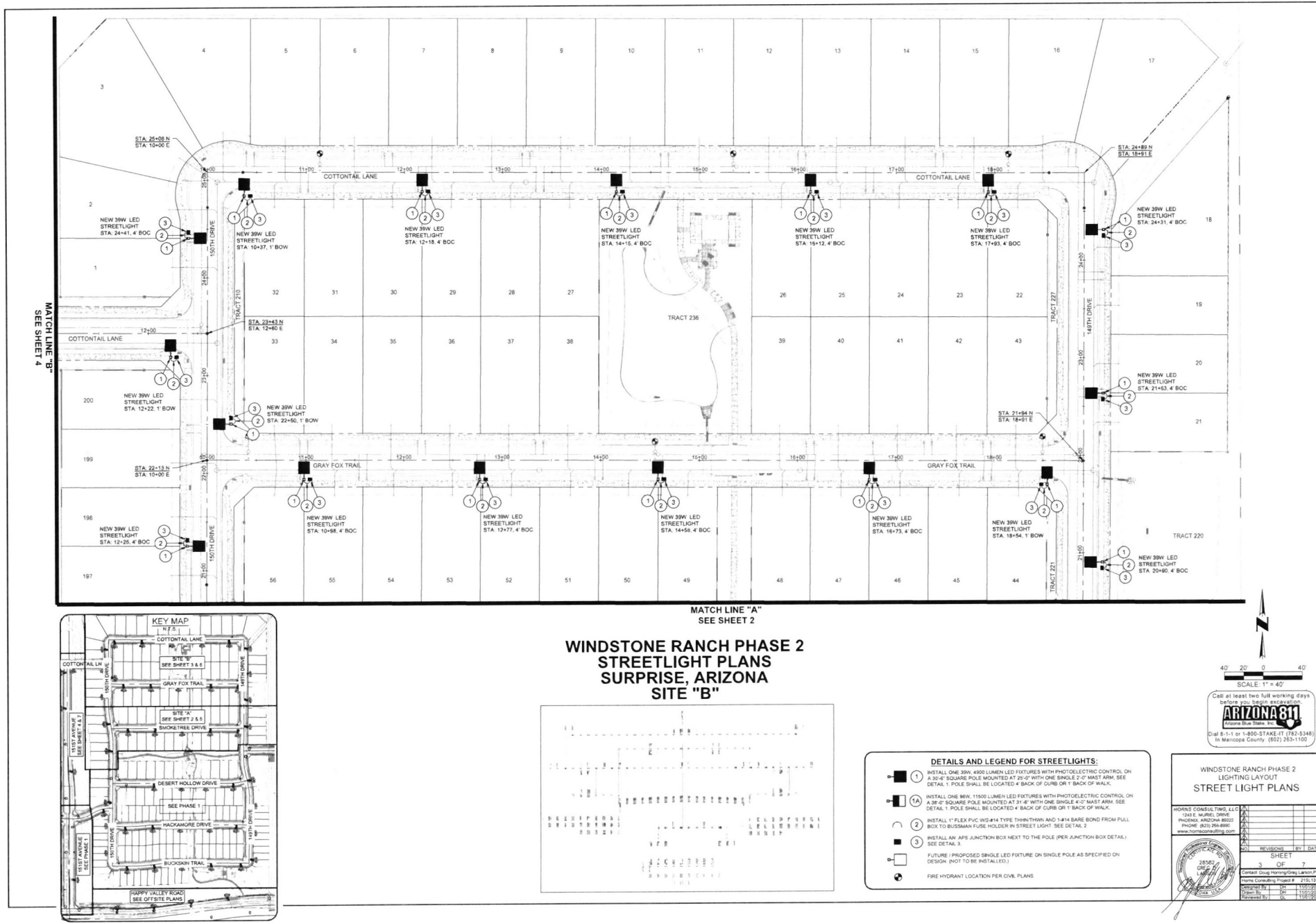
Call at least two full working days before you begin excavation.

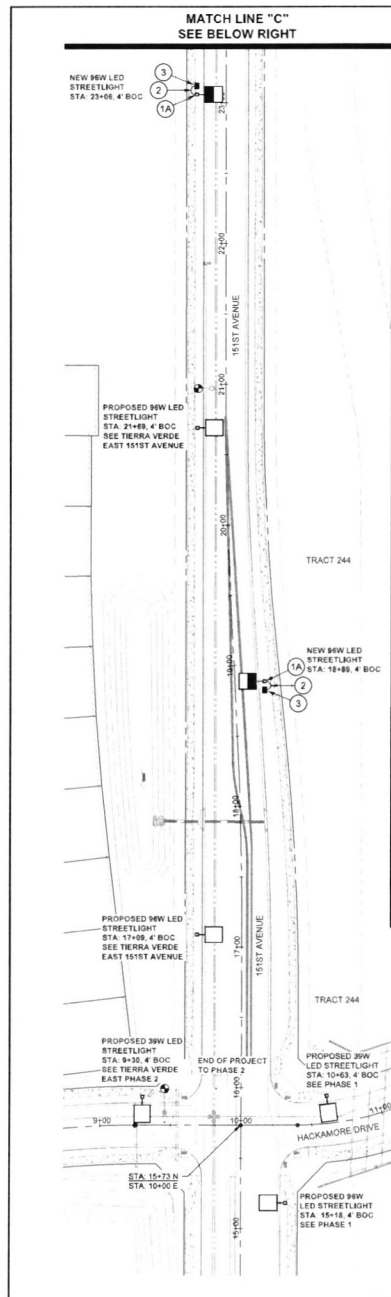
ARIZONA 811
Arizona Blue State, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5341)
In Maricopa County: (602) 263-1100

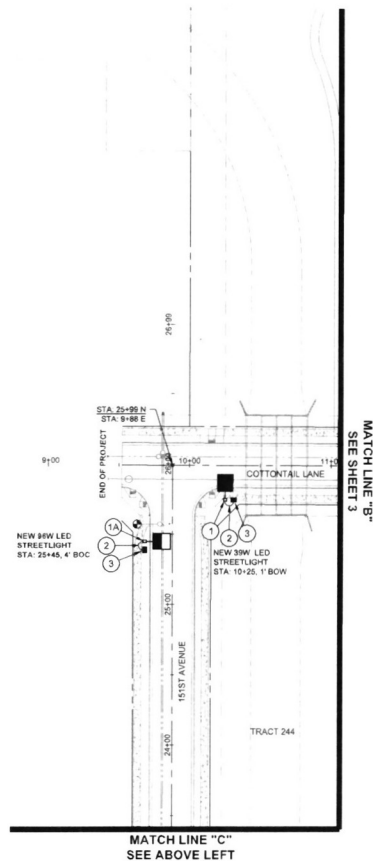
WINDSTONE RANCH PHASE 2
LIGHTING LAYOUT
STREET LIGHT PLANS

HORMS CONSULTING, LLC 1241 E. MARLBOROUGH DRIVE PHOENIX, ARIZONA 85022 PHONE: (602) 255-8990 www.hormsconsulting.com		     								
		<table border="1"> <tr> <td>NO</td> <td>REVISIONS</td> <td>BY</td> <td>DATE</td> </tr> <tr> <td colspan="4" style="text-align: center;"> SHEET 2 OF 7 </td> </tr> </table>	NO	REVISIONS	BY	DATE	SHEET 2 OF 7			
NO	REVISIONS	BY	DATE							
SHEET 2 OF 7										
Contact: Doug Horming/Grey Larson, P.E. Horms Consulting Project # 215,1318		<table border="1"> <tr> <td>Designed by</td> <td>DH</td> <td>11/01/2001</td> </tr> <tr> <td>Drawn by</td> <td>DH</td> <td>11/01/2001</td> </tr> </table>	Designed by	DH	11/01/2001	Drawn by	DH	11/01/2001		
Designed by	DH	11/01/2001								
Drawn by	DH	11/01/2001								





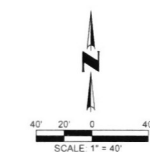
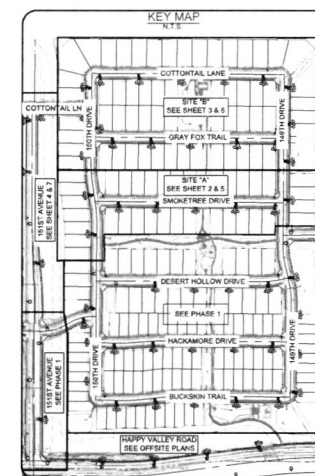
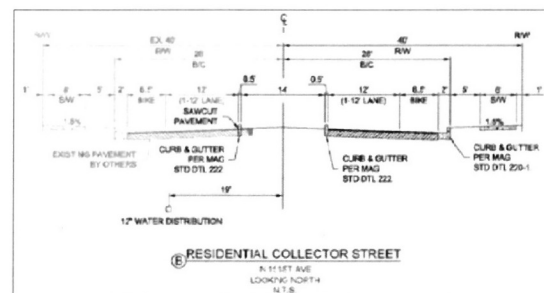
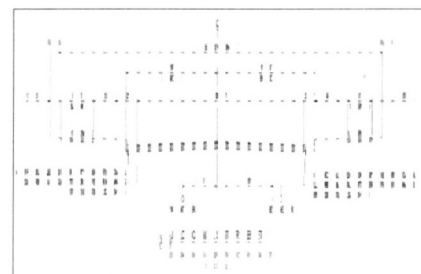
MATCH LINE "B"
SEE SHEET 2



**WINDSTONE RANCH PHASE 2
STREETLIGHT PLANS
SURPRISE, ARIZONA
SITE "C"**

DETAILS AND LEGEND FOR STREETLIGHTS:

1. INSTALL 30" 3900 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30-0" SQUARE POLE MOUNTED AT 25'-0" WITH SINGLE 4" Ø WAST AIR. SEE DETAIL 1. POLE SHALL BE LOCATED A BOUND OF CURB OR 8' BOUND OF WALK.
 - 1A. INSTALL ONE 80" 11500 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30-0" SQUARE POLE MOUNTED AT 25'-0" WITH SINGLE 4" Ø WAST AIR. SEE DETAIL 1. POLE SHALL BE LOCATED A BOUND OF CURB OR 8' BOUND OF WALK.
 2. INSTALL 1" FLEX PVC WQ-41 TYPE THIRTEEN AND 1/4" BARE BOND FROM PULL BOX TO BUSSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
 3. INSTALL AN ASPJUNCTION BOX NEXT TO THE POLE (PER ASPJUNCTION BOX DETAIL) SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LIGHT FIXTURE ON SINGLE POLE AS SPECIFIED ON DETAIL (NOT TO BE INSTALLED)
- FIRE HYDRANT (LOCATION PER CIVIL PLANS)



Call at least two full working days before you begin excavation.

ARIZONA 811
Arizona Blue Stake, Inc.

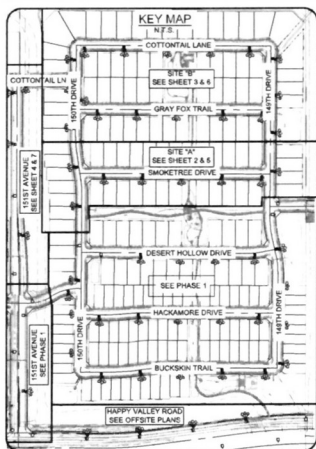
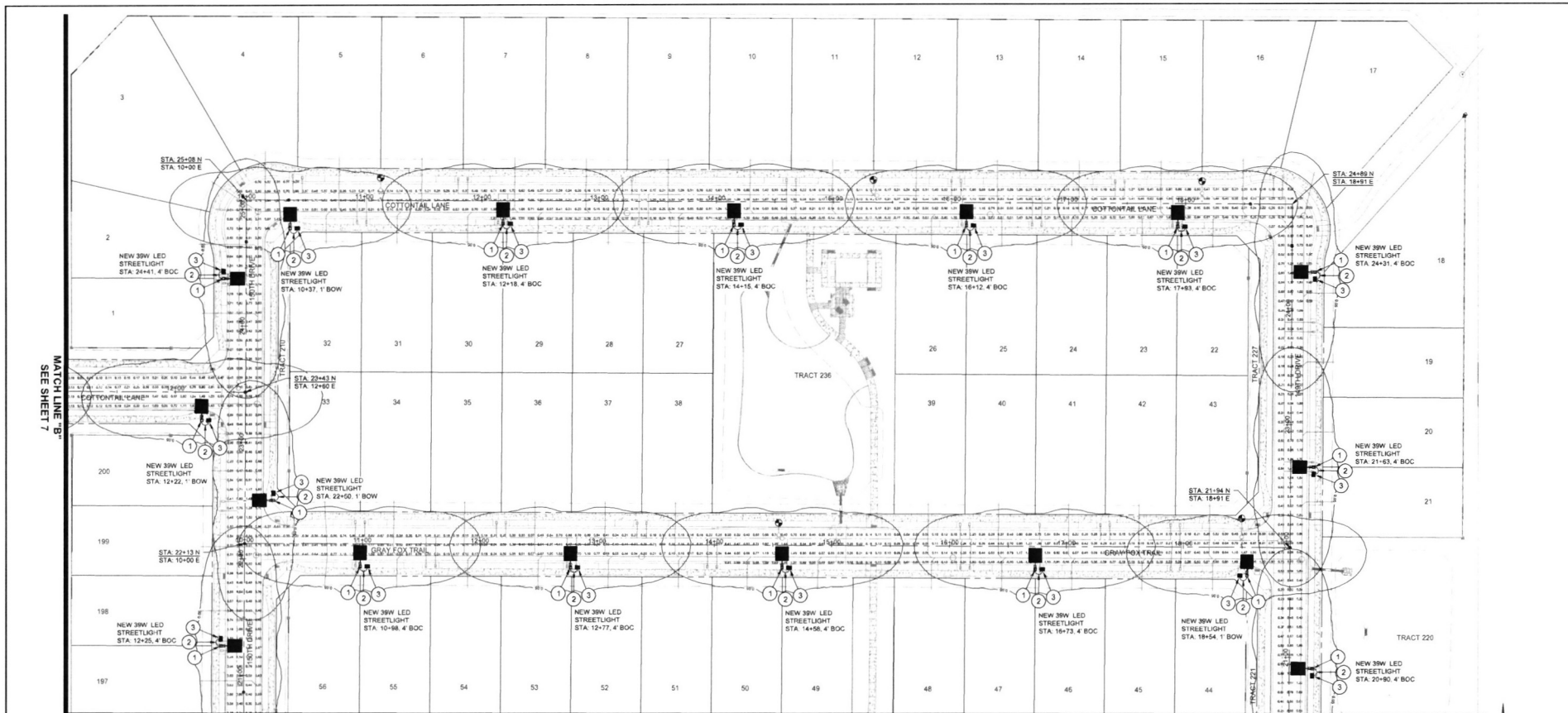
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County (602) 263-1100

WINDSTONE RANCH PHASE 2
LIGHTING LAYOUT
STREET LIGHT PLANS

HORNS CONSULTING, LLC				
1243 E. MURIEL DRIVE				
PHOENIX, ARIZONA 85022				
PHONE (623) 256-8990				
www.hornsconsulting.com				



NO	REVISIONS	BY	DATE
SHEET			
4 OF 7			
Contact: Doug Hanning/Greg Larson, P.E.			
Innovative Consulting Project #: 215,131			
Designed by	DH	11/01/2004	
Drawn by	DH	11/01/2004	



WINDSTONE RANCH PHASE 2 STREETLIGHT PLANS SURPRISE, ARIZONA SITE "B"

PHOTOMETRICS STUDIES	
(Studies results in footcandles)	
SEE LIGHTING SOLUTIONS ERL 1 088330 -120-277V	
SEE LIGHTING SOLUTIONS EAST OZULVIZOR CH USA test report no. 1704034 TORRES TORRES 1704032 1704031 1704030	
LEDs 7570-91	
General Rel. 4411 088330 -120-277V, 4000-1200000 lux	
1 lamp per luminaire, luminaire is absolute	
Light Loss Factor = 0.80, with luminaire = 39	
Calculate their mounting area to photometric center = 30 in	
mounting height = 25 ft	
number luminaire = 25	
see all footcandle = 1.2	
WINDSTONE CHUTE PHASE 2	
2000 luminaire = 100 ft by 100 ft	
HORIZONTAL FOOTCANDLES	
Average	0.87
Maximum	2.31
Avg Min	7.66
Min Min	33.00
Cut Var	0.78
Uniformity	2.38

- DETAILS AND LEGEND FOR STREETLIGHTS:**
- 1. INSTALL ONE 39W 4800 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
 - 2. INSTALL ONE 39W 11500 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 4'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4' BACK OF CURB OR 1' BACK OF WALK.
 - 3. INSTALL 1" FLEX PVC W/2-1/4" TYPE THINWALL AND 1-1/4" BARE BOND FROM PULL BOX TO BUSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
 - 4. INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL) SEE DETAIL 3.
 - 5. FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN (NOT TO BE INSTALLED)
 - 6. FIRE HYDRANT LOCATION PER CIVIL PLANS

Call at least two full working days before you begin excavation.

ARIZONA80
Propane Blue State, Inc.

Dist 6-1-1 or 1-800-STREETLIT (1-800-5348)
In Maricopa County, (602) 253-1100

WINDSTONE RANCH PHASE 2
PHOTOMETRICS
STREET LIGHT PLANS

NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
5			
6			
7			

6 OF 7 SHEET

28561
DATE: 10/10/2023
NAME: Doug Hemmingson
PROJECT: Windstone Ranch Phase 2
SHEET: 48 OF 614



- ## DETAILS AND LEGEND FOR STREETLIGHTS:
- INITIAL ONE 39W-40W LUMEN LED FIXTURE WITH PHOTOELECTRIC CONTROL ON A 3/8" X 6" SQUARE POLE MOUNTED AT 25' WITH ONE SINGLE 2 1/2" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4' FROM CURB OR 1' BACK OF WALK.
 - INITIAL ONE 19W-115W LUMEN LED FIXTURE WITH PHOTOELECTRIC CONTROL ON A 3/8" X 6" SQUARE POLE MOUNTED 31' WITH ONE SINGLE 4 1/2" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 4' FROM CURB OR 1' BACK OF WALK.
 - INITIAL 1" FLEX PVC W/ 2" RING THIRTYTHREE AND 1 1/4" BARE BOND FROM PULL BOX TO BUSBAR/FLAME FUSE HOUSING IN STREET LIGHT FIXTURE.
 - INITIAL ANY AIR JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX SEE DETAIL 3).
 - INITIAL 1" PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON FIRE HYDRANT LOCATION (DO NOT BE INSTALLED).
- FIRE HYDRANT LOCATION FOR CIVIL PLANS.

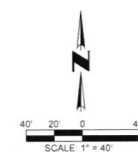
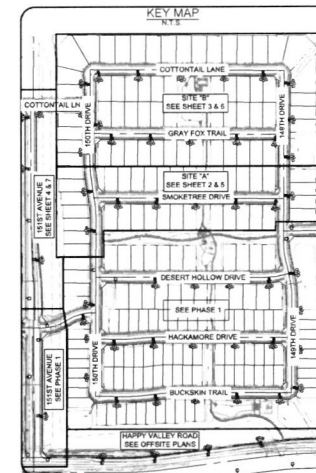
PHOTOMETRICS STUDIES

(Studies results is in illuminance)

- GE LIGHTING SOLUTIONS ERLH 108330 120-277V
 GE LIGHTING SOLUTIONS-ESTD CLEVELAND OH USA test report no
 17041251 17041252 17041256 17041272 17040723 17047024
 LEDS E737-5V
 number luminaire=1030000 jsmc0121-2808us
 1 (temp/yr for luminaires)
 Light Loss Factor = 0.90, watts per luminaire = 39
 Overhead (from mounting rails to photometric center) 30 in
 mounting height: 25.8
 number luminaires= 26, number luminaires = 26
 net all locations= 1.5
- GE LIGHTING SOLUTIONS ERLH 115330
 GE LIGHTING SOLUTIONS-ESTD CLEVELAND OH USA test report no
 17041211 17041121 17041322 17041323 17041324 17041325
 LEDS E721A
 number luminaire=1030000 jsmc0121-29274 us
 1 (temp/yr for luminaires)
 Light Loss Factor = 0.90, watts per luminaire = 96
 Overhead (from mounting rails to photometric center) 48 in
 mounting height: 31.5 ft
 number luminaires= 3
 net all locations= 0.3

151ST AVENUE PHASE 2	151ST AVE & HACKAMORE DR
572 points at z=0, sp 8ft by 8ft	47 points at z=0, sp 8ft by 8ft
Average	0.71
Maximum	2.30
Minimum	0.10
Avg Min	7.11
Max Min	23.00
Coeff Var	0.65
StdDev	0.85
	0.90
	1.33
	0.49
	1.83
	2.71
	0.25
	1.36

WINDSTONE ONSITE PHASE 2	
2046 points at z=0, sp 8ft by 8ft	
HORIZONTAL FOOTCANDLES	
Average	0.54
Maximum	2.31
Minimum	0.07
Avg Min	7.66
Max Min	33.00
Coef Var	0.78
Used Points	3.78



Call at least two full working days
before you begin excavation.

ARIZONA 811
Arizona Blue Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County (602) 263-1100

WINDSTONE RANCH PHASE 2
PHOTOMETRICS
STREET LIGHT PLANS

HORNBE CONSULTING, LLC
12415 N. WILLOW DRIVE
PHOENIX, ARIZONA 85022
PHONE: (602) 288-8999
www.hornbeconsulting.com

28550
GREG G.

NO. REVISIONS BY DATE

SHEET 7 OF 7

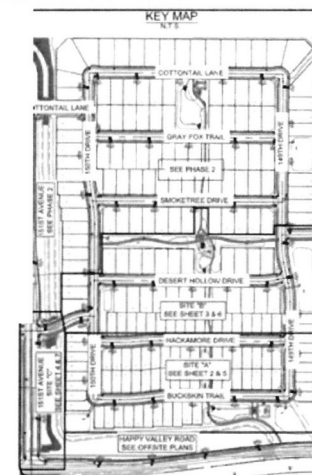
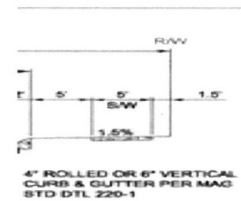
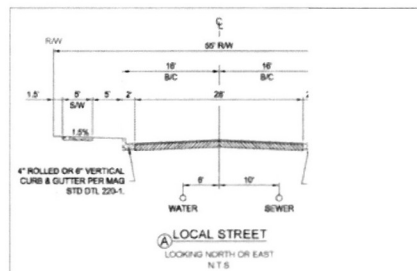
Contact: Doug Herington/John Larson P.E.
Hornbe Consulting Project #: 216,131-01

Created By: JH 11/01/2011
Checked By: JH 11/01/2011
Reviewed By: JH 11/01/2011

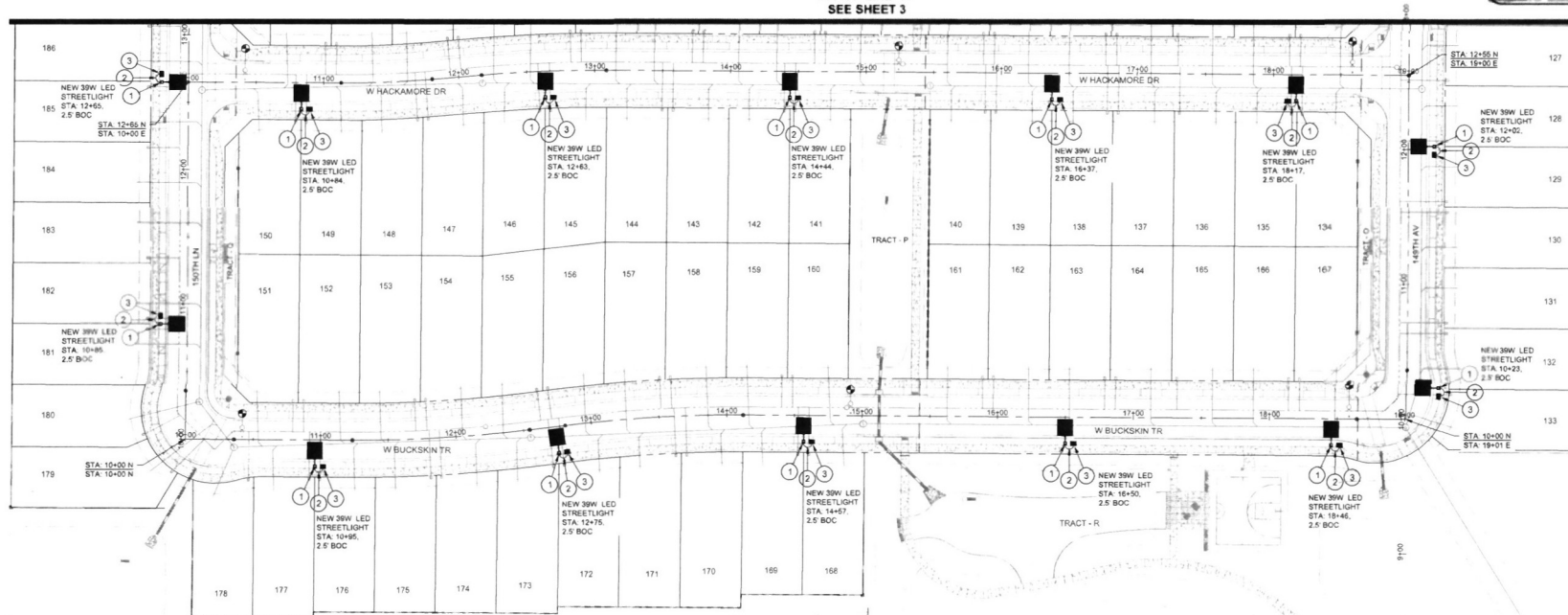
PHASE 1 ANS DNA

DETAILS AND LEGEND FOR STREETLIGHTS:

- 1 INSTALL ONE 39W, 4000 LUMEN LED FIXTURES WITH PHOTO-ELECTRIC CONTROL ON A 24" X 24" SQUARE POLE MOUNTED AT 75" OF WITH ONE SINGLE 2-0" HAST AIR. SEE DETAIL 1. POLE SHALL BE LOCATED 2.5 BACK OF CURB OR 2" BACK OF WALK.
- 1A INSTALL ONE 19W, 1500 LUMEN LED FIXTURES WITH PHOTO-ELECTRIC CONTROL ON A 24" X 24" SQUARE POLE MOUNTED AT 75" OF WITH ONE SINGLE 4-0" HAST AIR. SEE DETAIL 1. POLE SHALL BE LOCATED 2.5 BACK OF CURB OR 2" BACK OF WALK.
- 2 INSTALL 1" FLEX PVC W/0.21" TYPE THINWALL AND 1/4" BARE BOND FROM PULL BOX TO BUSSMANN FUSE HOLDER IN NEXT TO POLE. SEE DETAIL 2.
- 3 INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL) SEE DETAIL 3.
- 4 FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN (NOT TO BE INSTALLED).
- 5 FIRE HYDRANT LOCATION PER CIVIL PLANS.



MATCH LINE "A"
SEE SHEET 3

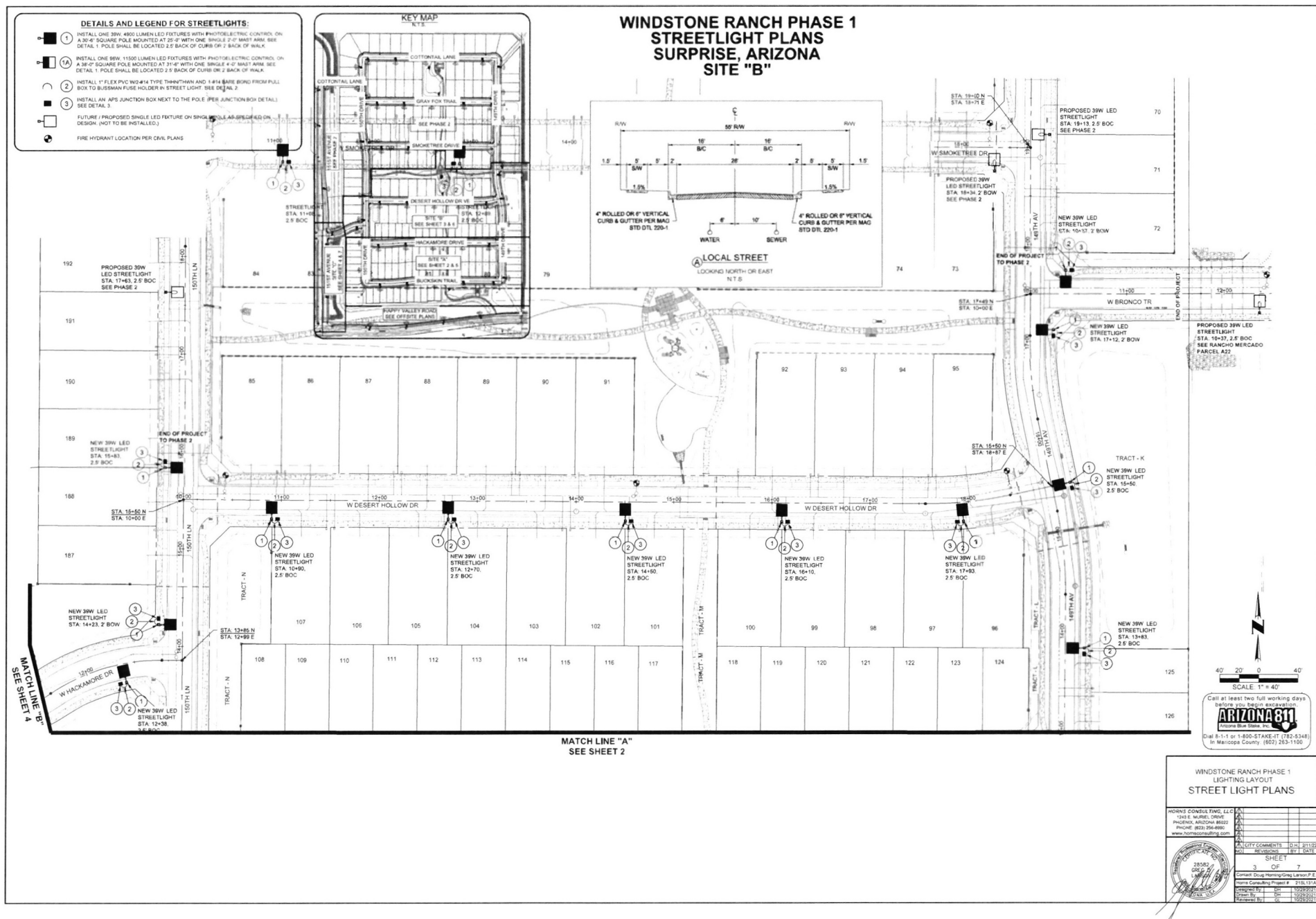


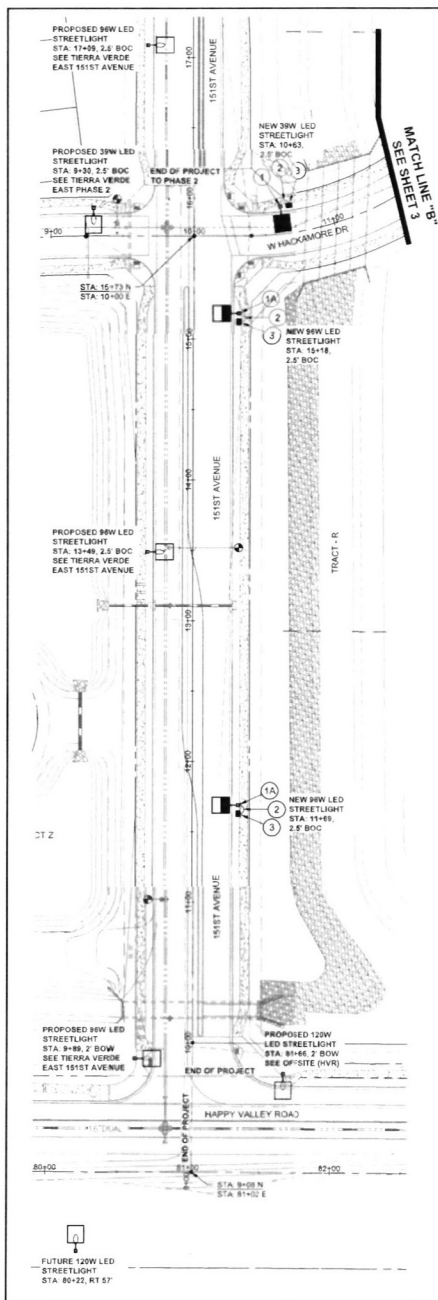
WINDSTONE RANCH PHASE 1
LIGHTING LAYOUT
STREET LIGHT PLANS

HORN'S CONSULTING, LLC			
1243 E. MURIEL DRIVE			
PHOENIX, ARIZONA 85022			
PHONE: (602) 256-8990			
www.hornsconsulting.com			

	CITY COMMENTS		D.M.	3/11
	REVISIONS		BY	DATE
SHEET				

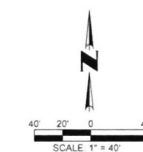
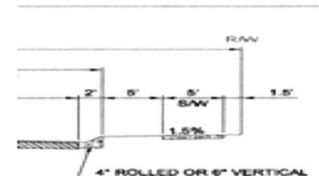
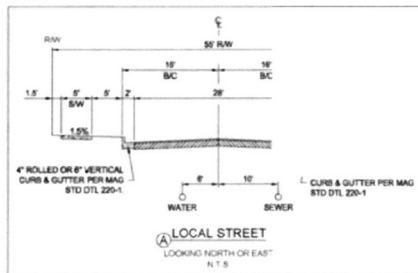
2582 GREG LAWSON	2 OF 7.
Contact: Doug Hanning/Greg Larson	
Home Consulting Project # 215L13	
Designed By DH 10/25/20	
Drawn By DH 10/25/20	
Reviewed By CH 10/25/20	





WINDSTONE RANCH PHASE 1 STREETLIGHT PLANS SURPRISE, ARIZONA SITE "C"

- DETAILS AND LEGEND FOR STREETLIGHTS:**
- 1. INSTALL ONE 39W, 4800 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-4" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 2' BACK OF WALK.
 - 2. INSTALL ONE 9W, 11500 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30'-0" SQUARE POLE MOUNTED AT 31'-0" WITH ONE SINGLE 4'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 2.5' BACK OF CURB OR 2' BACK OF WALK.
 - 3. INSTALL 1" FLEX PVC W/4#4 TYPE THIRTYTHIN AND 1-1/4" BARE BOND FROM FULL BOX TO BUSMAN FUSE HOLDER IN STREET LIGHT. SEE DETAIL 2.
 - 4. INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
 - 5. FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN (NOT TO BE INSTALLED).
 - 6. FIRE HYDRANT LOCATION PER CIVIL PLANS.



Call at least two full working days before you begin excavation.

ARIZONA 811
Arizona Blue Book, Inc.
Dial 811 or 1-800-STAKE-IT (782-5348)
in Maricopa County (602) 263-1100

WINDSTONE RANCH PHASE 1 LIGHTING LAYOUT STREET LIGHT PLANS

HORN CONSULTING, LLC 1241 E. LAUREL DRIVE PHOENIX, ARIZONA 85027 PHONE: (602) 254-8800 www.hornconsulting.com	DATE: 10/22/2021 BY: [Signature] CHECKED: [Signature] APPROVED: [Signature]
--	--

28582
SHEET 4 OF 7
Contact: Doug Henningson, Project Engineer
Windstone Ranch Phase 1, 215131A
Project No. 215131A
Revision No. 1
Revision Date: 10/22/2021
Revision Description: [Blank]

DETAILS AND LEGEND FOR STREETLIGHTS:

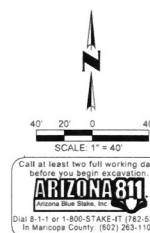
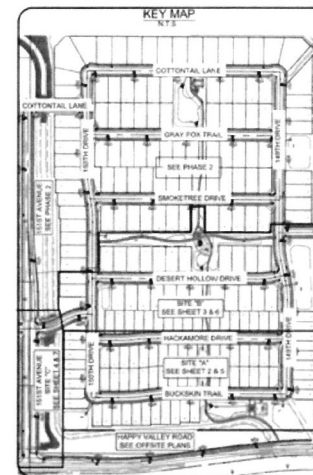
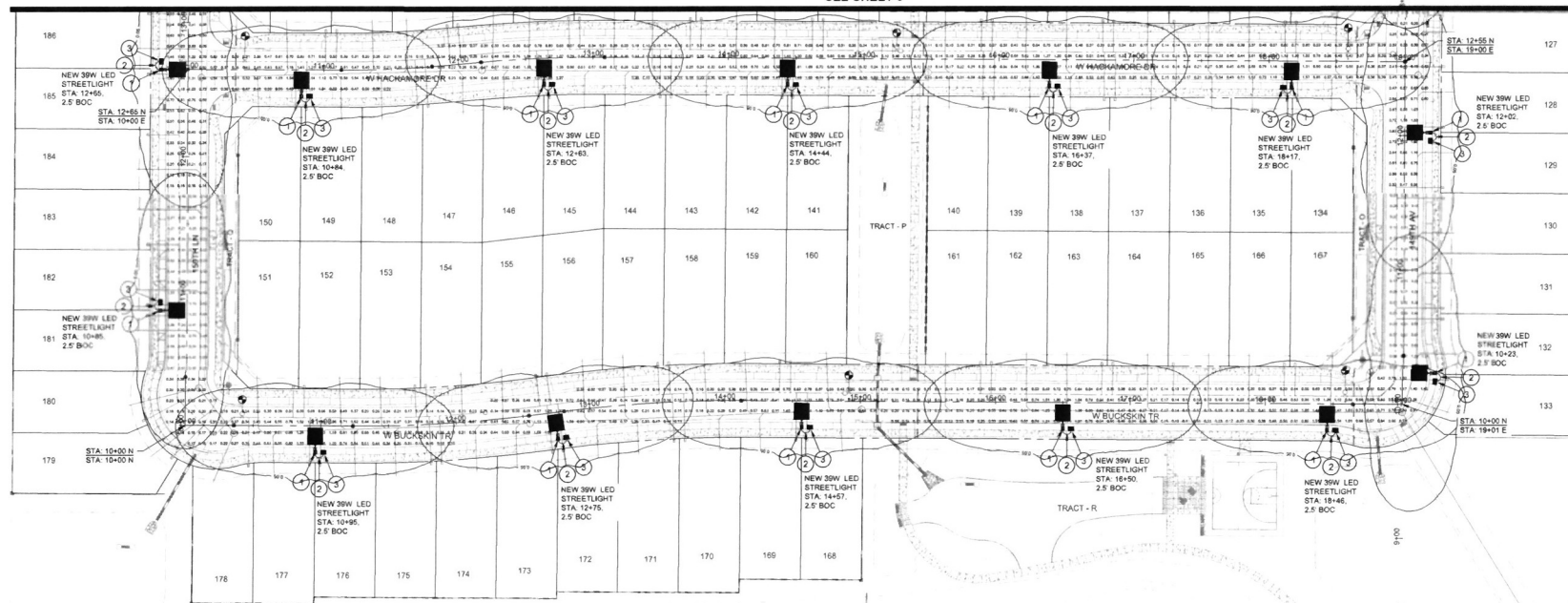
- 1 INSTALL ONE 30W-4000 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30"X4" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 25' BACK OF CURB OR 2' BACK OF WALK.
 - 1A INSTALL ONE 60W, 11500 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30"X4" SQUARE POLE MOUNTED AT 35'-0" WITH ONE SINGLE 2'-0" MAST ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 25' BACK OF CURB OR 2' BACK OF WALK.
 - 2 INSTALL 1" FLEX PVC W/2-1/4" TYPE THINWALL AND 1-1/4" BARE BOND FROM PULL BOX TO BUSSEMAN FLEX HOLDER IN STREET LIGHT. SEE DETAIL 2.
 - 3 INSTALL AN ARE JUNCTION BOX NEXT TO THE POLE (PER JUNCTION BOX DETAIL). SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN (NOT TO BE INSTALLED)
- FIRE HYDRANT LOCATION PER CIVIL PLANS.

(Studies results is in *italics*)

GE LIGHTING SOLUTIONS ERL1_056330...-120-277V
GE LIGHTING SOLUTIONS-EAST CLEVELAND OH USA test report no.
1704052 1704052 1704052 1704072 1704072 1704072
lamp(s) LEDS 7570-V1
candle file 'erl1_056330...-120-277v_tsm201129086.ie'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 39
Outreach (from mounting axis to photometric center) 30 in
mounting height= 25 ft
number locations= 27, number luminaires= 27

WINDSTONE ONSITE PHASE 1	
2093 points at z=0, sp 88 by 88	
HORIZONTAL FOOTCANDLES	
Average	0.54
Maximum	2.15
Minimum	0.09
Avg Min	6.05
Max Min	23.89
Coef Var	0.77
UnitGrad	2.09

MATCH LINE "A"
SEE SHEET 6



WINDSTONE RANCH PHASE 1
PHOTOMETRICS
STREET LIGHT PLANS

HORNS CONSULTING, LLC				
1243 E. MURIEL DRIVE				
PHOENIX, ARIZONA 85022				
PHONE: (602) 256-8990				
www.hornsconsulting.com				



PHOTOMETRICS STUDIES

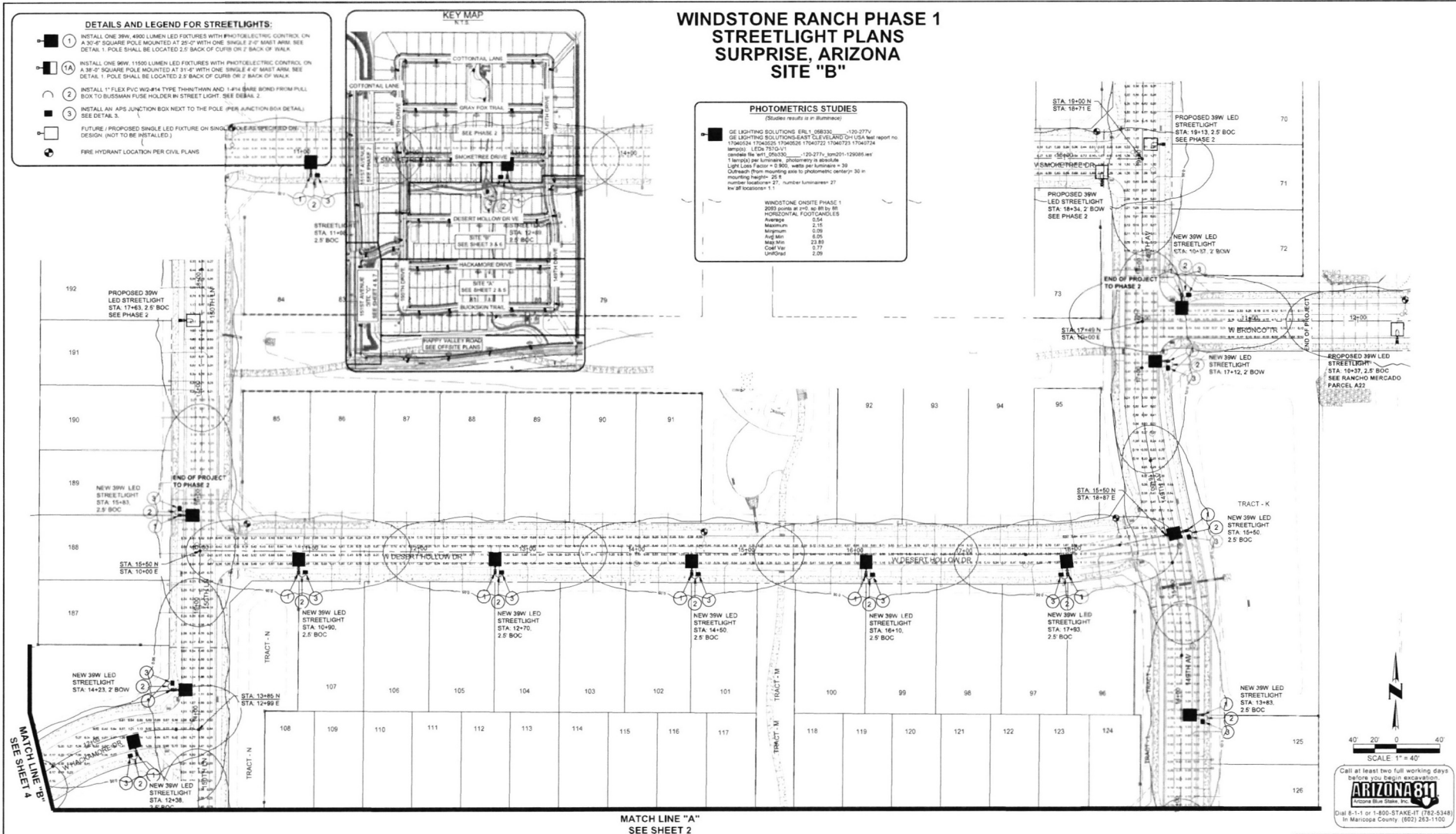
(Detailed results are in illustration)

DE LIGHTING SOLUTIONS, INC. • 06830 • 730-277V
 DE LIGHTING SOLUTIONS, INC. CLEVELAND OH (USA) web report no
 1740001 • 730-277V • 1740001 • 1740001 • 1740001 • 1740001 • 1740001
 lamp(s) • LEDA 750V • 1740001 • 1740001 • 1740001 • 1740001 • 1740001
 1 lamp(s) per luminaire • Photometry is absolute
 Light Loss Factor = 0.80 • 1740001 • 1740001 • 1740001 • 1740001 • 1740001
 Outreach (from mounting area to photometric center) 30 in
 mounting height 65 in
 number luminaire(s) 27 • number luminaires to photometric center 30 in
 for all locations 1

WINSTONSTONE GRIFFIN PAPER 1
 2003 points at 85 to 85 to 85
 HORIZONTAL FOOTCANDLES
 Average 2.54
 Maximum 2.54
 Minimum 2.09
 Avg Min 23.89
 Avg Max 23.89
 UNIFORM 2.09

DETAILS AND LEGEND FOR STREETLIGHTS:

- 1 INSTALL 2900, 4000 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30" X 30" SQUARE POLE MOUNTED AT 25'0" WITH ONE SINGLE 2'0" X 8" MAST ARM SEE DETAIL. ONE POLE SHALL BE LOCATED 25'0" BACK OF CURB OR 2' BACK OF WALK.
 - 1A INSTALL ONE 90W, 1550 LUMEN LED FIXTURES WITH PHOTOELECTRIC CONTROL ON A 30" X 30" SQUARE POLE MOUNTED AT 25'0" WITH ONE SINGLE 2'0" X 8" MAST ARM SEE DETAIL. ONE POLE SHALL BE LOCATED 25'0" BACK OF CURB OR 2' BACK OF WALK.
 - 2 INSTALL 1" FLEX PVC 60-21/2" TYPE THIRTYNINE AND 1/4" BARS BORED FROM PULL BOX TO BUSSMANN FUSE HOLDER IN STREET LIGHT SEE DETAIL 2.
 - 3 INSTALL AN APS JUNCTION BOX NEXT TO THE POLE (P Pole LOCATION BOX DETAIL) SEE DETAIL 3.
- FUTURE / PROPOSED SINGLE LED FIXTURE ON SINGLE POLE SHALL BE INSTALLED AS DESIGN (NOT TO BE INSTALLED)
- FIELD HYDRANT LOCATION PER CIVIL PLANS



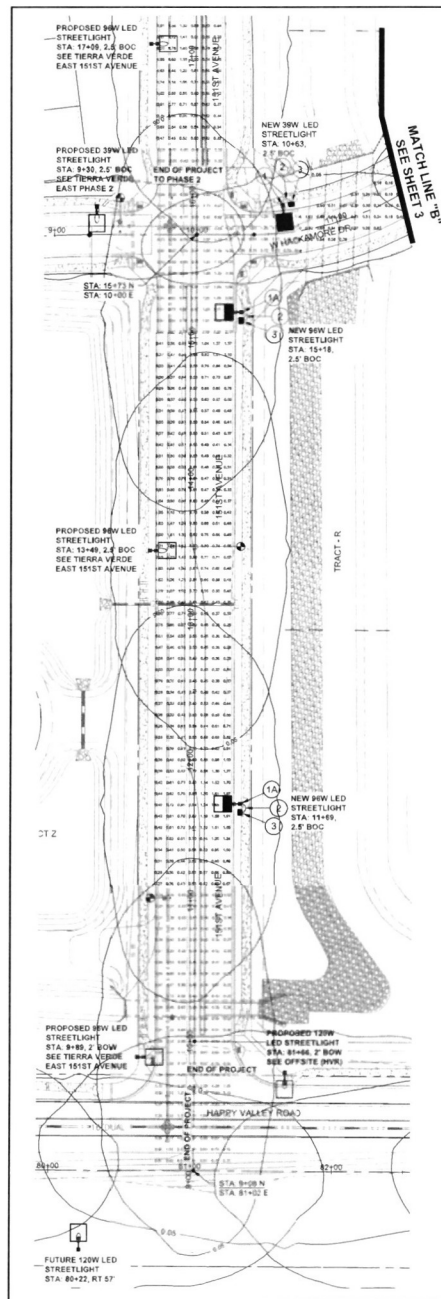
MATCH LINE "A"
SEE SHEET 2

WINDSTONE RANCH PHASE 1
PHOTOMETRICS
STREET LIGHT PLANS

HORNS CONSULTING, LLC				
1243 E. MURIEL DRIVE				
PHOENIX, ARIZONA 85022				
PHONE: (602) 256-8590				
www.hornsconsulting.com				



CITY COMMENTS		D.M.	2/11/13
REVISIONS		BY	D.M.
SHEET			
6 OF 7			
Contact: Doug Hanning/Greg Larson, P.E.			
Horns Consulting Project # 215L131			
Designed by:	DH	10/25/2012	
Drawn by:	DH	10/25/2012	
Check by:			

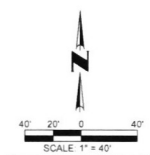
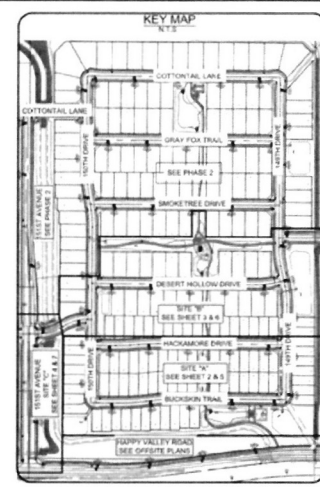


**WINDSTONE RANCH PHASE 1
STREETLIGHT PLANS
SURPRISE, ARIZONA
SITE "C"**

- ### DETAILS AND LEGEND FOR STREETLIGHTS:
1. INSTALL ONE 30W A60 LED LIGHT FIXTURE WITH PHOTOELECTRIC CONTROL ON A 3'-6" SQUARE POLE MOUNTED AT 25'-0" WITH ONE SINGLE 2'-0" BACK ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 25'-0" FROM CURB OR 2'-0" BACK OF WALK.
 2. INSTALL ONE 150W A150 LED LIGHT FIXTURE WITH PHOTOELECTRIC CONTROL ON A 3'-6" SQUARE POLE MOUNTED AT 31'-6" WITH ONE SINGLE 4'-0" BACK ARM. SEE DETAIL 1. POLE SHALL BE LOCATED 25'-0" BACK OF CURB OR 2'-0" BACK OF WALK.
 3. INSTALL AN AISC PUNCHION BOX NEXT TO THE POLE (PER BIDDING BOOK DETAIL) SEE DETAIL 3.
 4. FURNISH PREPARED SINGLE LED FIXTURE ON SINGLE POLE AS SPECIFIED ON DESIGN (NOT TO BE INSTALLED).
- FIRE HYDRANT LOCATION PER CIVIL PLAN.

PHOTOMETRICS STUDIES

- [illegible]



Call at least two full working days
before you begin excavation.

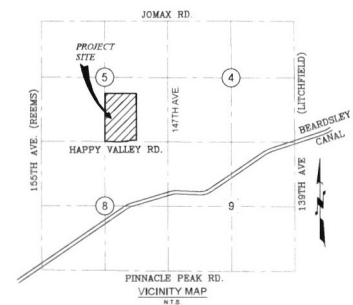
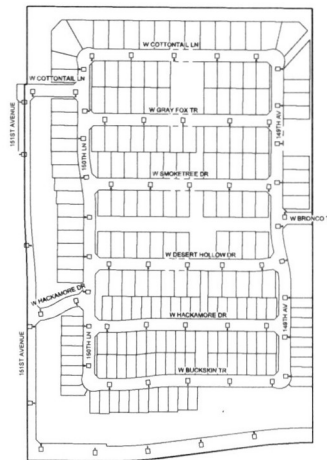
ARIZONA 811
Arizona Blue Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

WINDSTONE RANCH PHASE 1
PHOTOMETRICS
STREET LIGHT PLANS

HORNS CONSULTING, LLC	A				
1204 E MURIEL DRIVE PHOENIX, ARIZONA 86022	B				
PINONE ESTD 198-8990	C				
www.hornscosulting.com	D				
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	BW				
	BX				
	BY				
	BZ				
	CA				
	CB				
	CC				
	CD				
	CE				
	CF				
	CG				
	CH				
	CI				
	CJ				
	CK				
	CL				
	CM				
	CN				
	CO				
	CP				
	CQ				
	CR				
	CS				
	CT				
	CU				
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	CW				
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	DZ				
	EA				</

LOCATED IN A PORTION OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



LEGEND

	S.L.D. BOUNDARY
	PARCEL LINE
	STREET LIGHT

STREET LIGHTS
63 POLES (ESTIMATED)
ACTUAL POLE NUMBERS MAY VARY $\pm 10\%$

ATWELL
 866.850.4200 www.atwell-group.com
 470 E. SOUTHERN AVENUE
 MESA, AZ 85208
 480.216.8021

COUNTY: MARICOPA
SECTION: 5
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

ELIMINARY EXHIBIT

WINDSTONE RANCH
S.L.L.D.
CITY OF SURPRISE, ARIZONA

NOVEMBER 2021



PM.	J. SPRING
DR.	J. DURAN
JOB NO.	
19000032	

SCALE 0 100 200
1" = 200 FEET

1 OF 1

#3



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 15, 2022
Submitting Department: Public Works
Staff Recommendations:

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

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

Agenda Wording:

Consideration and action declaring the intention to establish the lighting improvement district known as City of Surprise, Arizona, SU-WINDSTERNCH205 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution # 2022-75.

Motion:

I move to approve Resolution # 2022-75.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgage and other lien holders.

The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

The lighting improvements are more than local or ordinary public benefits and the expenses of the district will be paid for by the levy and collection of ad valorem taxes based upon the assessed value of all property in the District.

Objective Analysis:

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

Policy Compliant:

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

consistent with these objectives.

Financial Impact:

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

Budget Impact:

Funding was not included as part of the FY2023 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2023, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2024, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2022-75 SLID at Windstone Ranch
 2. 02 SLID Petition- WINDSTONE
 3. 03 Streetlight Plans- Windstone
 4. 04 COUNCIL MAP- WINDSTONE
-



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 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
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Agenda Wording:

Consideration and action pertaining to approval of the Extinguishment Credits Purchase and Sale Agreement with Estrella South LLC for the acquisition of 5,080 acre-feet of extinguishment credits at a total purchase price of \$1,600,200.00; Resolution #2024-118.

Motion:

I move to Approve Resolution #2024-118.

Background:

The Water Resource Management Department has a goal and a policy associated with the acquisition of water rights on an annual basis. The funding source associated with these acquisitions is the Water Acquisition capital project, P71240.

This request is to authorize the City to enter into a purchase and sale agreement for the acquisition of 5,080 acre-feet of extinguishment credits in order to increase the City's current credit portfolio and maintain compliance with the City's Water Acquisition policy.

Objective Analysis:

Purchasing water rights will provide water resilience for the City of Surprise.

Policy Compliant:

This action is consistent with the department's water acquisition policies.

Financial Impact:

This acquisition is a one-time purchase in the amount of \$1,600,200, funded by the Water Acquisition Capital Project, P71240.

Budget Impact:

This purchase is budgeted in Project P71240. It includes appropriation of \$5,058,300 (\$1,050,000 in the Water Utility Capital fund, \$552,100 in the Water Res SPA 2 Development Fee 2014 fund and

\$3,456,200 in the Water Res Development Fee fund) for water acquisition.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

1. 24.07.18Resolution 2024-118 EC Purchase RFLS 9490 _BAC Clean
 2. Sale and Purchase Agreement - Seller Executed
-

**RESOLUTION # 2024-
118**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
SURPRISE, ARIZONA, APPROVING THE EXTINGUISHMENT
CREDITS SALE AND PURCHASE AGREEMENT BETWEEN THE
CITY OF SURPRISE AND ESTRELLA SOUTH LLC PERTAINING TO
THE PURCHASE OF 5,080 ACRE-FEET OF EXTINGUISHMENT
CREDITS IN THE AMOUNT OF \$1,600,200.00.**

WHEREAS, on or about August 21, 2018, the Council of the City of Surprise approved the City of Surprise's (the "City") Water Resource Management Department's Water Acquisition Policy, which identifies and supports the City's acquisition of extinguishment credits;

WHEREAS, extinguishment credits support the City in maintaining its 100-year Designation of Assured Water Supply;

WHEREAS, Estrella South LLC is the owner of 9,142.55 acre-feet of extinguishment credits derived from Arizona Department of Water Resources Extinguishment Credit No. 58-106640.0056;

WHEREAS, the City desires to buy, and Estrella South LLC desires to sell, transfer, and convey to the City, a portion of the extinguishment credits to add to the City's water portfolio; and

WHEREAS, the City and Estrella South LLC have negotiated the Extinguishment Credits Sale and Purchase Agreement (the "Agreement") whereby the City will purchase from Estrella South LLC 5,080 acre-feet of extinguishment credits in the amount of \$1,600,200.00, and Estrella South LLC will retain the remainder of the extinguishment credits.

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

Section 1. The Agreement between the City and Estrella South LLC, attached hereto as Exhibit "A," is hereby approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute the Agreement on behalf of the City, as well as any other necessary documents or desirable instruments in connection with the Agreement, to effectuate the intent of this Resolution.

APPROVED AND ADOPTED this __ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form only:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

WATER RIGHTS TRANSACTION

EXTINGUISHMENT CREDITS SALE AND PURCHASE AGREEMENT

This Extinguishment Credit Sale and Purchase Agreement (this “Agreement”) is entered into as of August 15, 2024 (“Effective Date”), by and between the City of Surprise, a municipal corporation of the State of Arizona (“Grantee” or “Buyer”), and Estrella South LLC, a Delaware limited liability company (“Grantor” or “Seller”).

RECITALS

A. Pursuant to Arizona Revised Statutes (“A.R.S.”) Title 45, Chapter 2, and Arizona Administrative Code (“A.A.C.”) R12-15-723, Grantor owns 9,142.55 acre-feet of Extinguishment Credits (as defined below) pursuant to ADWR (as defined below) Extinguishment Credit No. 58-106640.0056 in the amount of 9,142.55 acre-feet (the “Certificate”). Copies of the extinguishment documents issued by ADWR, and a copy of the March 6, 2024, letter from ADWR regarding the conveyance of the Extinguishment Credits subject to this agreement, are attached hereto as **Exhibit “A.”**

B. Grantee desires to purchase a portion of the Extinguishment Credits pursuant to R12-15-723(G) and in accordance with the terms and conditions of this Agreement.

C. Grantor desires to sell, convey and transfer to the Grantee, a portion of the Extinguishment Credits set forth in **Exhibit “A.”** Grantor and Grantee may be collectively referred to herein as “parties,” or individually as “party.”

NOW, THEREFORE, in consideration of the above Recitals, the covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DEFINITIONS

As used in this Agreement, the following terms, when capitalized, shall mean:

“Acre Foot” (“AF”) – means the volume of water necessary to cover one acre of surface area to a depth of one foot.

“ADWR” means the Arizona Department of Water Resources.

“Agreement” means this Extinguishment Credits Sale and Purchase Agreement.

“Date of Conveyance” means the date that ADWR acknowledges and affirms, in writing, that the transfer and conveyance of Extinguishment Credits from Estrella South LLC, a Delaware limited liability company, to the City of Surprise has been accepted by ADWR and is complete and final.

“Extinguishment Credits” means those credits identified on the Extinguishment Certificate set forth in Exhibit “A” hereto. Specifically, Certificate No. 58-106640.0056 in the amount of

9,142.55 acre-feet of assured water supply credits. Extinguishment credits, in general, are defined in Arizona Administrative Code 12 A.A.C. 15, specifically R12-15-701, and discussed in R12-15-723.

AGREEMENT

1. **Purchase and Sale.** Grantor agrees to grant, sell, assign, transfer and convey to Grantee all of Grantor's right, title and interest in 5,080 acre-feet of the Extinguishment Credits have and to hold unto Grantee, its successors and assigns, in accordance with the terms and conditions of this Agreement. For and in consideration of the sale, assignment, transfer, and conveyance of 5,080 AF of the Extinguishment Credits to Grantee as set forth herein, Grantee shall pay Grantor the sum of \$315.00 per AF, for a total of One Million Six Hundred Thousand Two Hundred and 00/100 Dollars (\$1,600,200.00) (the "Purchase Price").

2. **Subject to Appropriations.** Pursuant to A.R.S. § 42-17106, Grantee is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. Grantee represents that it intends to pay all monies due under this Agreement if such funds have been legally appropriated. However, in the event that an appropriation is not granted and operating funds are not otherwise legally available to pay the monies due or to become due under this Agreement, then Grantee shall have the right to terminate the Agreement without penalty prior to October 15, 2024, by delivering prior written notice to Grantor.

3. **Representations.** Grantor hereby represents and warrants to Grantee that Grantor has full right and authority to grant, sell, assign, transfer and convey up to 5,080 AF of Extinguishment Credits. However, this Agreement is subject to Grantor's application to, and receipt of approval from, ADWR to split the Certificate so that Grantor retains the balance of the Extinguishment Credits contained in the Certificate and not conveyed to Grantee as part of this Agreement. In the event ADWR does not approve Grantor's application to grant, sell, assign, transfer and convey 5,080 acre-feet of the Extinguishment Credits to Grantee, this Agreement shall immediately terminate and neither party will have any further obligations hereunder. Grantor represents and warrants to Grantee that the Extinguishment Credits have not been pledged to a certificate or designation of assured water supply, and are valid, existing, and transferable as of the date of conveyance pursuant to A.A.C. R12-15-723, fully recognized by ADWR and other applicable regulatory bodies and agencies, and are fully capable of being used for any lawful purpose from within the Phoenix Active Management Area, and that Grantor has no knowledge of any violation of any governmental regulations or reporting obligations relating to the Extinguishment Credits. Grantee hereby acknowledges and agrees that this Agreement is for the purchase of a portion (5,080 acre-feet) of the Extinguishment Credits set forth in the Certificate and is subject to ADWR's approval of Grantor's application to sell a portion of the Extinguishment Credits to Grantee, while retaining ownership of the remainder.

4. **ADWR Transfer Forms and Additional Actions by Grantor.** Not later than the earlier of: (i) ten (10) days after the date that Grantee delivers written notice to Grantor that funds have been appropriated to consummate the transaction contemplated by this Agreement, and (ii) October 1, 2024, Grantor shall execute and submit to ADWR the form(s) attached hereto as **Exhibit "B"** provided by ADWR, along with the original Certificate, and take whatever other action is necessary to sell, assign, transfer, convey and pledge to Grantee all of Grantor's right,

title, and interest in and to the Extinguishment Credits, including the payment of any administrative fees to ADWR.

5. **Payment of Purchase Price.** Within seven (7) business days of the Date of Conveyance, but in no event later than November 15, 2024, Grantee shall pay to Grantor the Purchase Price for the Extinguishment Credits in immediately available funds, which may include certified check or cashier's check payable to Estrella South LLC, or wire transfer, provided wiring information is timely supplied by Grantor.

6. **Rejection or Invalidity of Transfer.** Should ADWR reject or otherwise invalidate the proposed sale, assignment, transfer, conveyance or pledge of a portion of Grantor's Extinguishment Credits to Grantee, including but not limited to, if ADWR does not allow for the Certificate to be split between the Extinguishment Credits to be transferred to Grantee and the balance of Extinguishment Credits derived from the Certificate to be retained by Grantor, Grantee shall not be obligated, responsible or liable for any payment whatsoever to Grantor, and the Agreement shall immediately terminate, and in the event of any such termination, Grantor shall retain all of the Extinguishment Credits and Grantor shall immediately return the Purchase Price to Grantee.

7. **Regulatory Responsibilities.** Grantor and Grantee represent to each other that neither will take, nor fail to take, any action that may cause Extinguishment Credits to be diminished on or before the Date of Conveyance.

8. **Cooperation.** Upon request by the other party, Grantor or Grantee shall execute any forms or documents, provide information, or otherwise cooperate reasonably to fulfill any statutory or regulatory requirements concerning the conveyance of Extinguishment Credits and notification thereof to ADWR.

9. **Indemnity.** Grantor shall indemnify, defend, release, and hold harmless Grantee from and against any and all alleged statutory, regulatory or reporting violations in any way related to the Extinguishment Credits occurring prior to, and up to, the Date of Conveyance, whether known or unknown as of the Date of Conveyance, including all costs, fees, assessments, fines, penalties, and attorneys' fees arising from or imposed as a result of or in settlement of any such violation(s).

10. **Authorization.** Grantor represents and warrants that it has taken all necessary action to duly authorize the execution and delivery of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by Grantor of the covenants and obligations to be performed and carried out by it hereunder. The individuals executing this Agreement for the respective parties respectively represent and warrant that they are duly authorized to and do hereby bind the parties to the Agreement and each and every provision hereof.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

12. **Time is of the Essence.** Time is of the essence in the performance of this Agreement and each and every provision hereof.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona without regard to its conflict of law provisions. Any action to resolve any dispute regarding this Agreement shall be taken in a state court or federal district court of competent jurisdiction located in Maricopa County, Arizona.

14. **Rules, Regulations and Amendment or Successor Statutes.** All references in this Agreement to the Arizona Revised Statutes, the Arizona Administrative Code, or any other legally binding law or precedent, includes all rules, codes and regulations promulgated by ADWR under such statutes and all amendment statutes and successor statutes, rules, codes and regulations to such statutes, rules, codes and regulations existing as of the date of this Agreement.

15. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is found or determined to be invalid by a court of law or other tribunal with jurisdiction, said provision shall be deemed severable and shall not invalidate the remaining provisions of this Agreement.

16. **Default.** The failure of either party to perform any term, covenant, or condition of this Agreement, if that failure continues for thirty days following the receipt of written notice from the other party.

16.1. **Default by Grantor – Remedies – Limitation of Damages.** In the event Grantor fails to comply with its obligations under the terms and conditions of this Agreement, Grantee shall provide notice to Grantor and Grantor may cure within thirty (30) days. In the event Grantor does not cure the Default within 30 days, Grantee may seek specific performance of this Agreement, or alternatively, may otherwise immediately terminate this Agreement and have no further obligation to Grantor. No other remedies or damages shall be available to Grantee.

16.2. **Default by Grantee – Remedies – Limitations of Damages.** In the event Grantee fails to comply with its obligations under the terms and conditions of this Agreement, Grantor shall provide notice to Grantee and Grantee may cure within thirty (30) days. In the event Grantee does not cure the Default within 30 days, Grantor may, Subject to Appropriations, seek specific performance of this Agreement only if Grantee's Governing Body has duly and appropriately appropriated said funds, or alternatively, may terminate this Agreement and have no further obligation to Grantee. In the event Grantor terminates this Agreement pursuant to this provision after the Date of Conveyance but before payment of the Purchase Price, Grantee shall take all necessary action to ensure that the Extinguishment Credits are properly transferred or conveyed back to Grantor. No other remedies or damages shall be available to Grantor.

17. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and does not create, nor shall it be construed to create, rights in any third party unless expressly provided herein. No third party may enforce the terms and conditions of this Agreement.

18. **Amendments.** This Agreement may be modified, amended or revoked only by the express written agreement of the parties hereto.

19. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes and merges all prior negotiations, agreements and understandings between Grantor and Grantee with respect to the subject matter hereof.

20. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver unless such right or remedy is waived in writing signed by the waiving party. A waiver by any party of any right or remedy hereunder shall not be construed as a waiver of any other right or remedy, whether pursuant to the same or a different term, condition or covenant.

21. **Captions.** All captions, titles, or headings in this Agreement are used for the purpose of reference and convenience only and do not limit, modify, or otherwise affect any of the provisions of this Agreement.

22. **Conflict of Interest.** The parties to this Agreement are hereby notified of A.R.S. § 38-511 and this Agreement may be cancelled in accordance therewith.

23. **Notices.** All notices and other communications required or permitted pursuant to this Agreement shall be in writing and shall be deemed delivered upon actual receipt or within three (3) days after posting thereof in the U.S. Mail, return receipt requested, by registered or certified mail, addressed to:

If to Grantee: City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attention: Michael Boule
Director, Water Resources Management

If to Grantor: Estrella South LLC
17700 N. Pacesetter Way, Suite 100
Scottsdale, AZ 85255
Attention: Tim Brislin

With copy to: Berens Blonstein PLC
7033 E. Greenway Parkway, Suite 210
Scottsdale, AZ 85254
Attention: Marc D. Blonstein, Esq.
Chris Evanoff, Esq.

24. **Survival.** All representations, warranties, obligations, promises and agreements by the parties hereto shall survive the Date of Conveyance and shall not be deemed to have merged into any deed, document or instrument of transfer, assignment, or conveyance.

25. **Recitals.** The Recitals are incorporated herein and made a part hereof.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF SURPRISE,
a political subdivision of the State of Arizona

City of Surprise, Procurement Manager

Attorney: Reviewed and Approved as to Form Only

Estrella South LLC,
a Delaware limited liability company

By: Estrella Partners, LP,
a Delaware limited partnership
Its: Sole Member and Manager

By: Goodyear EMR GP, LLC,
a Delaware limited liability company
Its: General Partner

By: EMR Harvard LLC,
an Arizona limited liability company
Its: Administrative Member

By: Harvard Investments, Inc.,
a Nevada corporation
Its: Manager

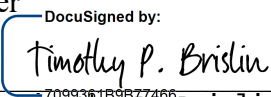
DocuSigned by:
By: 
Name: Timothy P. Brislin
Title: President

EXHIBIT “A”

Copies of Arizona Department of Water Resources Extinguishment of Grandfathered
Groundwater Right Certificate No. 58-106640.0056

and

Letter from ADWR dated March 6, 2024

[See attached]

Extinguishment Certificate

STATE OF ARIZONA DEPARTMENT OF WATER RESOURCES

*Pursuant to the provisions of
A.R.S. § 45-576 and R12-15-723*

*Estrella South LLC
17700 N. Pacesetter Way Suite 100
Scottsdale, AZ 85255*

has acquired Extinguishment Credits from Certificate No. 58-106640.0049.

A New Extinguishment Certificate No.

58-106640.0056

has been issued in the
PHOENIX ACTIVE MANAGEMENT AREA

*The value of this extinguishment certificate totals **9,142.55 acre-feet of extinguishment credits**;
these credits have not been pledged.*



*Extinguishment Certificate No. 58-106640.0056 is effective as of
this 7th day of June 2023.*

David L McKay

*David L. McKay
Assured and Adequate Water Supply/Recharge Programs*

THESE CREDITS MAY NOT BE CONVEYED IF THEY HAVE BEEN PLEDGED TO A CERTIFICATE OR DESIGNATION OF ASSURED WATER SUPPLY

KATIE M. HOBBS
Governor



THOMAS BUSCHATZKE
Director

ARIZONA DEPARTMENT of WATER RESOURCES
1110 West Washington Street, Suite 310
Phoenix, Arizona 85007
602.771.8500
azwater.gov

March 6, 2024

Via email: Tim Brislin and Aaron Pederson, Estrella South LLC

Tim Brislin
Estrella South LLC
17700 N. Pacesetter Way Suite 100
Scottsdale, AZ 85255

Re: Conveyance of Extinguishment Right No. 58-106640.0049

Dear Mr. Brislin:

The Arizona Department of Water Resources processed the conveyance of extinguishment credits associated with Extinguishment Certificate No. 58-106640.0049. Enclosed is Extinguishment Certificate No. 58-106640.0056, which confirms the remaining **9,142.55 acre-feet of extinguishment credits** to Estrella South LLC.

At your request, these extinguishment credits have not been pledged.

Requests for information regarding this extinguishment should be addressed to the Office of Assured & Adequate Water Supply at 602-771-8599.

Sincerely,

David L McKay

David L. McKay, Manager
Assured and Adequate Water Supply and Recharge Programs

DLM/sr

EXHIBIT “B”

Photocopy of Arizona Department of Water Resources Application for Conveyance and
Pledging of Extinguishment Credits Under Grandfathered Groundwater Right
Certificate No. 58-106640.0056

[See attached]



Arizona Department of Water Resources
Office of Assured and Adequate Water Supply
1110 W Washington St, Ste 310
Phoenix, Arizona 85007-2954
(602) 771-8599
Web: www.azwater.gov

**Conveyance
of Extinguishment Credits**
A.A.C. R12-15-723

DATE RECEIVED

- ❖ The Credit holder's signature on this form must be notarized.
- ❖ **FEES: The fee for a Conveyance of Extinguishment Credits is \$250.00.** Payment may be made by cash, check, or credit card (if you wish to pay by credit card, please contact the Office of Assured and Adequate Water Supply at 602-771-8599). Checks should be made payable to the Arizona Department of Water Resources. **Failure to enclose the fee will cause the form to be returned. Fees for a Conveyance of Extinguishment Credits are authorized by A.R.S. § 45-113 and A.A.C. R12-15-104.**
- ❖ The effective date of this conveyance is the date of Notarization.
- ❖ Enclose the original extinguishment document for the first conveyance. If the original document has been lost, a notarized statement to this effect must be submitted.
- ❖ Once extinguishment credits are pledged to a Certificate of Assured Water Supply, they may not be re-conveyed.
- ❖ In the case of a change in ownership of the subdivision, use this form to re-convey the credits to the same subdivision. You may choose to withdraw the pledged credits in the case of a change in ownership, but only if no lots have been sold.
- ❖ Extinguishment credits may not be transferred or pledged outside of the active management area in which they originated.

**The undersigned party hereby notifies the Arizona Department of Water Resources of the
Conveyance of the following extinguishment credits:**

EXTINGUISHMENT DOCUMENT NUMBER 58 - 1 0 6 6 4 0 . 0 0 5 6		ACTIVE MANAGEMENT AREA (CHECK ONE) ☒ Phoenix ☐ Pinal ☐ Prescott ☐ Tucson	
AMOUNT OF CREDITS ON CURRENT EXTINGUISHMENT DOCUMENT 9,142.55 Acre-Feet		CREDITS ARE BEING PLEDGED TO (CHECK ONE):	
AMOUNT OF CREDITS TO BE CONVEYED 5,080.00 Acre-Feet		☐ DESIGNATED WATER PROVIDER DWR NO. 26-	
		☐ CERTIFICATE OF ASSURED WATER SUPPLY DWR NO. 27-	
☒ CREDITS ARE NOT BEING PLEDGED AT THIS TIME			

Creditholder		If credits are not being pledged at this time, convey to:	
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL ESTRELLA SOUTH LLC		FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL CITY OF SURPRISE	
MAILING ADDRESS 17700 N. PACESETTER WAY, SUITE 100		MAILING ADDRESS 16000 N. CIVIC CENTER PLAZA	
CITY / STATE / ZIP CODE SCOTTSDALE, AZ 85255		CITY / STATE / ZIP CODE SURPRISE, AZ 85374	
CONTACT PERSON NAME AND TITLE TIM BRISLIN, PRESIDENT, HARVARD INVESTMENTS		CONTACT PERSON NAME AND TITLE MICHAEL BOULE, WATER RESOURCES DIRECTOR	
TELEPHONE NUMBER 480-515-3255	FAX tbrislin@harvard investments.com	TELEPHONE NUMBER 623-222-7040	FAX
Sign in the presence of a Notary Public			
SIGNATURE OF CREDITHOLDER		DATE	
SIGNATURE PAGE ATTACHED			

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF ARIZONA)
) §
COUNTY OF _____)

Subscribed and sworn to before me by _____,
this _____ day of _____, 20____. (SELLER)

(SEAL)

NOTARY PUBLIC SIGNATURE

DATE COMMISSION EXPIRES

NOTICE

A.R.S. § 41-1030(B), (D), (E) and (F) provide as follows:

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.

Signature Page for Conveyance of Extinguishment Credits

Estrella South LLC

By: Estrella Partners, LP
Its: Sole Member and Manager
By: Goodyear EMR GP, LLC
Its: General Partner
By: EMR Harvard LLC
Its: Administrative Member
By: Harvard Investments, Inc.
Its: Manager

By: _____
Timothy P. Brislin
President, Harvard Investments, Inc.

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of June 2024 by Timothy P. Brislin, President, Harvard Investments, Inc., the Manager of EMR Harvard LLC, the Administrative Member of Goodyear EMR GP, LLC, the General Partner of Estrella Partners, LP, the Sole Member and Manager of Estrella South LLC.

Notary Public



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024

Contact Person: Danielle Osborne, HSCV
Administrator

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 adoption of the amended Veterans, Disability & Human Services Strategic Plan.

Motion:

I move to approve the amended Veterans, Disability & Human Services Strategic Plan.

Background:

The Veterans, Disability and Human Services Commission was established in December 2018. The commission is charged with assisting in the development and/or expansion of City programming related to Veterans; people with special needs; and those in need of general human services and workforce development.

In January 2021, the Surprise City Council adopted the Veterans, Disability & Human Services Commission Strategic Plan. An updated version of the plan was presented to the City Council at the December 19, 2023 Regular Work Session. After consideration of the Council's feedback, upon further review, and having incorporated suggested modifications, this item has been placed on the agenda to seek approval and adoption of the amended Veterans, Disability & Human Services Strategic Plan.

Objective Analysis:

To seek adoption of the amended Veterans, Disability & Human Services Strategic Plan after incorporating feedback provided by the City Council.

Policy Compliant:

This item is City and Council policy compliant.

Financial Impact:

There is no anticipated financial impact associated with this item.

Budget Impact:

There is no anticipated budget impact associated with this item.

FTE Impact:

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

ATTACHMENTS:

1. DRAFT VDHS Strategic Plan - 2024 Amendment
-



VETERANS, DISABILITY
& HUMAN SERVICES
COMMISSION
STRATEGIC PLAN



ADOPTED JANUARY 2021
AMENDED AUGUST 2024

Veterans, Disability & Human Services Commission Strategic Plan

Surprise Veterans, Disability & Human Services Commission

John Billcheck, Chair
Phillip Lair, Vice Chair
Shawna Daigle
Olivia Fryer
Dr. Gwen Maxfield
Julie Kent-Partridge
Hasan Reed

Surprise City Council

Skip Hall, Mayor
Nick Haney, Vice Mayor, District 1
Aly Cline, District 2
Patrick Duffy, District 3
Ken Remley, District 4
Jack Hastings, District 5
Chris Judd, District 6

Surprise City Staff

Danielle Osborne, Community Initiatives Supervisor
Deb Perry, Human Service & Community Vitality Assistant Director
Seth Dyson, Human Service & Community Vitality Director

Consulting Firm

Anna Maria Maldonado
Strategic Partnerships
Phoenix International Consultants

Introduction

This strategic plan is the result of the organizational restructuring, progression of process, and inclusionary representation of perspective to the Veterans, Disability & Human Services (VDHS) Commission, strategically aligned with the City of Surprise's Human Service & Community Vitality Department. The restructure commenced assessment and engagement exercises to take inventory of overall community needs and human service delivery to vulnerable residents in the City of Surprise.



The results generated the commissioning and publishing of the *Human Services & Community Vitality in Surprise – A Community That Cares.....A Community Needs Assessment* report, and the development of an aligned strategic plan. The Veterans, Disability & Human Services Commission Strategic Plan will provide initial recommendations to the Surprise City Council for prioritization of enhanced service delivery infrastructure within the City based on the expertise of the Commission, as well as the data and highlighted needs outlined in the assessment.

Background

In December 2018, the Surprise City Council voted to disband the Disability Advisory Commission and expand it into a new holistic and multi-dimensional Commission. The newly formed authority – the Veterans, Disability & Human Services Commission – is charged with assisting the development and expansion of City human service programming related to veterans; people with special needs; and those experiencing socioeconomic vulnerability and in need of general guidance and supportive services, workforce development, and overall care.

The Commission is comprised of volunteer members representing veterans, their family members or someone representing a veteran service organization, members representing those with disabilities and/or programs that support our special needs communities, and those representing the social and human services sectors. The new Commission assembled for the first time in February 2019.

In preparation for their work ahead and while finalizing the needs assessment and subsequent strategic plan, the Commission hosted and participated in countless meetings, surveys, interviews, focus groups, and community forums. Two community forums with information seeking, followed by information and data sharing were held with 230 participants in attendance. This coincided with the new five-year HUD Consolidated Plan, which was reviewed by the Commission and adopted by the City Council. The Commission also established a new annual event, the Care & Share Expo, which serves as a resource fair for all residents and continues with an ongoing workgroup meeting of the Care & Share Planning Committee. The Care & Share event is made possible through the VDHS budget as authorized by the Surprise City Council and as supported through in-kind sponsors. The in-person Care & Share Expo for 2020 was canceled due to the pandemic, albeit with some discussion around hosting virtually. The Commission has adjusted their discussion and vision to respond to the ever-changing needs of the community, resulting in new events such as the 2024 Vet Fest, and expansive virtual resource campaigns.

As a result of changes to Commission composition, and in response to the resumption of services post-pandemic, and the re-launch of Commission efforts, the VDHS Commission held a retreat over two days in 2023 to revisit their original strategic plan, and to determine whether to set new goals. The effort resulted in the one-page action plan found in this amended version of the strategic plan. The Commission's preparation, training, activities, and accomplishments leading up to the creation of the original strategic plan are broken out in the following summary.

VDHS Commission Summary: February 2019 – October 2020

Special Needs/Disability/Accessibility Topics/Trainings/Discussions

Voting Accessibility	October 14, 2020
Sounds of Autism Presentation & Discussion	September 9, 2020
Blue Mountain Developmental Programs Presentation & Discussion	March 11, 2020
Arizona Industries for the Blind Presentation & Discussion	February 12, 2020
Raising Special Kids Presentation & Discussion	October 9, 2019
City of Surprise Adaptive Recreation Programs Presentation & Discussion	September 11, 2019
The Arc of Arizona Presentation & Discussion	August 14, 2019
Translational Genomics Research Institute (TGEN) Presentation & Discussion	August 14, 2019
One-Step Beyond Presentation & Discussion	June 12, 2019
Social Security Income and Social Security Disability Income Benefits Presentation & Discussion, Slepian & Smith Law Firm	April 10, 2019

Veteran Topics/Discussions/Trainings/Presentations

VDHS Commissioner Veteran Appreciation	October 14, 2020
Vetlink Foundation Presentation & Discussion	November 13, 2019
West Valley Vet Center Presentation & Discussion	October 9, 2019
Be Connected, Arizona Coalition for Military Families Presentation & Discussion	September 11, 2019
American Patriot Service Corporation Presentation & Discussion	June 12, 2019
West Valley Veteran Success Center Presentation & Discussion	May 8, 2019
Disabled American Veterans (DAV) Presentation & Discussion	May 8, 2019

Human Service Topics/Discussions/Presentations

Community Legal Services Presentation & Discussion	March 11, 2020
Cancer Support Community of Arizona Presentation & Discussion	February 12, 2020
NW Interfaith Homeless Emergency Lodging Program (I-HELP) Presentation & Discussion	January 8, 2020
Arizona@Work Maricopa County Employment & Training Services Presentation & Discussion	January 8, 2020
Surprise Public Safety Response to Behavioral & Mental Health Calls – Surprise Police Crisis Intervention Team	December 11, 2019
Surprise Public Safety Response to Behavioral & Mental Health Calls – Surprise Fire-Medical Department	November 13, 2019
WHAM Overview, Presentation & Discussion about programs	October 9, 2019
City of Surprise Transit Options Presentation & Discussion	October 9, 2019
Surprise Resource Center Offerings Presentation & Discussion	March 13, 2019

HUD CDBG & HOME Trainings/Plans/Items/Discussions

Annual HUD Consolidated Annual Performance Evaluation Report (CAPER)	September 11, 2019 September 9, 2020
2020-2024 HUD Consolidated Plan & Annual Action Plan	February 12, 2020 March 11, 2020
HUD HOME Consortium Action Plan Amendment	December 11, 2019
HUD CDBG & HOME Funding Training	August 7, 2019

Other

Care & Share Working Group (Virtual Resource Campaign)	September 8, 2020 September 23, 2020 October 14, 2020
Care & Share Commission Discussion	March 13, 2019 June 12, 2019 August 14, 2019 September 11, 2019 October 9, 2019 August 12, 2020 September 9, 2020
Strategic Plan Items	August 12, 2020 October 14, 2020
Commissioner Trainings	February 13, 2019 August 12, 2020
Community Needs Assessment	March 13, 2019 April 10, 2019 June 12, 2019 August 14, 2019 November 13, 2019 March 11, 2020

VDHS Community Events

Care & Share Expo	October 2019
Resource Media Campaign	November 2020
Community Needs Forums	September 27, 2019 February 28, 2020

Annual Budget - \$10,000 Past Uses (2019 – 2020)

Care & Share Expo	\$5,000
Care & Share Virtual Resource Campaign	\$1,250
Strategic Planning Support	\$5,000
VDHS Table Cover for Future Events	\$150

Organizational Structure

The 7-member¹ Commission is comprised of volunteer members representing veterans, their family members or someone representing a veteran service organization, members representing those with disabilities and/or programs that support our special needs communities, and those representing the social and human services sectors.

Membership includes the initial existing members of the original Disability Advisory Commission for the remainder of their respective terms, along with four new, additional members. The latest members appointed thereafter shall be limited to (i) service members, veterans, and relatives of either; (ii) individuals with disabilities and disability service organizations; and (iii) human service representatives and organizations.

The following definitions apply:

Service member means an active member of the United States Armed Forces; Army or Air National Guard; and any other category of persons designated by the President in time of war or national emergency

Veteran means a person who served as a service member and who was discharged or released under conditions other than dishonorable

Relative means spouse, child, parent, or sibling

Disability means a physical or mental impairment that substantially limits one or more major life activities

Human services means services provided to individuals to stabilize their life and find self-sufficiency through guidance, counseling, treatment and the provision of basic needs, including but not limited to times of crisis.

The Commission is governed by City of Surprise City Code Article VIII Sec. 2-298 - Veterans, Disability and Human Services Commission.

¹ The Commission composition was reduced to 7 members from 11 members by the City Council on April 4, 2023.

Values

The Veterans, Disability & Human Services Commission promotes quality of life, accessibility, and equity for all residents of Surprise, including those who are veterans, those who experience disabilities and/or vulnerability through cooperation with Surprise residents, and any veterans, disability and human service organizations that serve the vulnerable residents of the City of Surprise.

Vision

The Veterans, Disability & Human Services Commission's vision and purpose is to provide guidance and recommendations to the City Council for allocation of resources aligned with data-driven needs and opportunities for community service enhancements to measurably improve the lives of vulnerable Surprise residents.

The Veterans, Disability & Human Services Commission's mission and guiding principle – as an extension of the Human Service & Community Vitality Department – is to strengthen community, non-profit, and government partnerships to better serve Surprise residents and strive to be “a community that cares;” committed to linking residents to programs that offer the support needed for a fuller, safer, more community-oriented lifestyle which promotes quality of life, accessibility and equity for all residents of Surprise.

Mission

The Veterans, Disability & Human Services Commission advises the Surprise City Council and Staff on veteran, disability and human service issues by providing a common forum for service providers and residents to discuss, coordinate activities, and develop solutions for challenges faced by Surprise residents including, but not limited to accessibility to veterans, disability and human services.

The Commission reviews and makes recommendations on connecting residents who are seeking assistance to existing City and third-party and private strategic partners and resources in areas including but not limited to; human service, education, mentoring, workforce support, housing, transit, and health & wellness. In addition, the Commission discusses, reviews, and makes recommendations to increase community awareness, education, and outreach on similar issues advocating for compliance with local, state, and federal laws as they pertain to service members, veterans, individuals with disabilities, and anyone experiencing vulnerability.

The Commission also publicly recognizes the efforts of the Community, inclusive of employers, businesses, schools, organizations, individuals, and others, including who have developed or support outstanding assistance programs, or those who have proactively achieved success in accessibility, employment, communications, and services for veterans, residents with disabilities, and communities in need at-large.

Strategic Plan Framework

The newly reorganized Veterans, Disability & Human Services Commission's first call to action, in cooperation with Human Service & Vitality Department staff, was to commission the first ever City of Surprise Community Needs Assessment in preparation for the development of this aligned inaugural strategic plan.

The Community Needs Assessment collected data and information from residents, service providers, community leaders, the U.S. Census Bureau and other data sources. The exercise was awarded, lead, and published by I & E Consulting. The assessed areas include: veterans, youth, seniors/aging, disability/special needs, low-to-moderate income families, poverty, homelessness, all types of violence against individuals, and any other discovered areas of need that appeared through the appraisal investigation.

As part of the assessment, a request for community feedback through community forums based on the preliminary results of the needs assessment was incorporated into the discussion, and became a crucial piece of the assessments' findings. The forums identified gaps, trends, and new ideas as part of the Community Needs Assessment. Discussions were framed and centered on solutions to meet the discovered needs. Forum participants were community leaders comprised of both public and elected officials, business leaders, faith community leaders, faith community members, social service agency representatives, organizational representatives who provide human services in the geographical area, and anyone providing services for Surprise residents in need or experiencing vulnerability at any point in time. This exercise served to inform the City of Surprise Veterans, Disability & Human Services Commission and stakeholders at-large with community input, data, and feedback to assist in the creation of a strategic plan to support prioritization, initiatives, and programs to meet the growing and/or unmet human service needs throughout the City. The final published needs assessment, the *Human Services & Community Vitality in Surprise – A Community That Cares.....A Community Needs Assessment* was finalized and published in November 2019, and can be found in PDF form on the City of Surprise's Human Service & Community Vitality web page.

In preparation for the November strategic planning sessions, the Commission re-examined and studied the needs assessment in late October. The Commission convened to begin their deliberation and tactical discussion around the initial framework of the inaugural strategic plan framework. The strategy sessions took place over two four-hour evening discussions based on the opportunities published in the needs assessment.

The Commission established five initial areas of priority. These areas of importance are:

1. Transit
2. Resource Satellite Hubs
3. Master of Social Work Volunteer Coordinator Project
4. Job Readiness Employment & Training
5. Communications – promotion (Education & Awareness of Resources)

Goals

Each workgroup will explore and document, as a vital part of the strategic plan, long-term and short-term measurable objectives. These goals will be documented and added to this strategic plan and updated as each initiative or category is built out. The goals will include sub-goals, timelines, key measures and potential costs.

Evaluation

Each workgroup will create, fine-tune and timeline key measures, as well as update and add reporting outcomes and key notes to the key measures or evaluation portion of the strategic plan.

Areas of Priority

The VDHS Commission established five initial areas of priority as part of their original strategic plan. These areas of importance are:

1. Transit
2. Resource Satellite Hubs
3. Master of Social Work Volunteer Coordinator Project
4. Job Readiness Employment & Training
5. Communications – promotion (Education & Awareness of Resources)

The VDHS Commission requested to revisit the plan and these areas to evaluate if updates and/or changes were needed.

During the first session, Commissioners shared their ideas on the current areas of importance and generally it was concluded that all areas remain important with the exception of the Job Readiness Employment & Training priority.

The Commission then discussed synthesizing the existing areas of focus into three categories by priority (RAE):

1. **Resources**
2. **Accessibility**
3. **Education**

The Commission selected these particular areas of focus and the “RAE” acronym with the vision of bringing a “RAE” of hope and sunshine to those who were experiencing particularly difficult times in their lives.

Objectives were discussed within each priority:

1. Resources
 - a. Identify Need
 - b. Secure Need
2. Accessibility
 - a. Transit
 - b. Usability
3. Education
 - a. Awareness
 - b. Training

A 2024-2025 Working Group/Action Plan was then started that aligned with the objectives.

Transit

The Commission quickly highlighted and initiated robust discussion centered on the need for stronger and more supportive practical transit infrastructure for connectivity and mobility, specifically for self-sufficient accessibility to activities of daily living and work and education in and outside of the city boundaries. A transit workgroup was created to explore the present state, funding streams, data and innovative solutions specific to the City's transit needs. The working group initially slated engaging with Staff and subject area experts for education and orientation. The working group set the following goals:

1. Ensure that disabled residents are able to access City transit options
2. Research and recommend resources for disabled riders who cannot access current transit options
3. Identify potential transit riding barriers for our disabled riders
4. Provide training and outreach on how to utilize transit options for disabled riders

Resource Satellite Hubs

The priority of establishing Resource Satellite Hubs throughout the City, duplicating the resource center model, promptly surfaced early on during the Commission's strategy discussion. The Commission recognized through the evaluation of transit-mobility needs and due to the pandemic that the Surprise Resource Center needed to establish electronic-telephonic-virtual hubs throughout the City for accessibility to more residents. The Hubs will be easily accessible points of entry to human service navigational support. The Commission discussed developing a community-based social services navigation training, or "train the trainer" program through supportive strategic partners, such as social work interns or faith-based strategic partners, to pilot the virtual Hubs. Phones and computers will be strategically placed in high need accessible areas such as public libraries, grocery stores and faith-based communities. A Hub working group was established. The workgroup will build out the Hub goals, sub-goals, timeline specific to Council recommendations and potential costs specific to building host and intern partnerships and outlining key measures for the pilot's success.

MSW and LCSW Volunteer Coordinator

The Commission recommends building an Internship program or teaching model with an in-house Master of Social Work (MSW) and Licensed Clinical Social Work (LCSW) supervising and supporting post-graduate MSW and LCSW interns to build a community-based wrap around human service program for residents needing more intensive navigational support, and offering practical

experience to newly-graduated professionals needing professional support for licensure. This teaching model will not only enhance the self-sufficiency of our most vulnerable neighbors, but also will directly and proactively support innovative public safety needs centered on behavioral health needs. A workgroup was established to move the recommended initiative forward. The workgroup will build out the MSW and LCSW Volunteer Coordinator initiative goals, sub-goals, timelines specific to Council recommendations, costs specific to building the program, and key measures associated with the initiative.

Job Readiness

In addition to transit, healthier wrap around services, and easy access to those services, the Commission prioritized enhancing and supporting training programs strategically aligned with regional future job growth needs. A workgroup was established. The workgroup will engage in a cross-disciplinary approach to explore regional current job readiness needs, future needs, and inventory existing training assets and future asset opportunities with the Surprise Economic Development Department and similar regional economic development strategic partners. The work group will leverage existing programs and funding streams and make recommendations around potential investment opportunities. The workgroup will build out the initiative goals, sub-goals, timelines, key measures and potential costs.

Communications

To bring the strategy discussion priorities full circle, the Commission concluded with the establishment of a communications workgroup to communicate, direct and promote the great work the Human Service & Community Vitality Department – in partnership with the Veterans, Disability & Human Services Commission and City’s strategic partners – are doing to support the vulnerable residents of the Surprise community. The Communications working group will review the existing communications strategy (both internal communications and external communications) and recommend, help build, and support an effective and measured communications plan specific to the Department’s, Commission’s and affiliated community based Strategic Partners’ services and successes. The workgroup, with Staff, will explore resource needs for enhancements and added tools to support successful communications, such as a smart phone application for virtual connections to human services – a Hub, social service events, and volunteer opportunities. The workgroup, in partnership with Communications Staff, will build out the initiative goals, sub-goals, timelines, key measures and potential costs.

Strategic Plan Summary

This strategic plan, and subsequent annual action plans will guide and organize the Veterans, Disability & Human Services Commission to succinctly initiate, agree on, and maintain momentum specific to recommendations for the Surprise City Council and prioritize improved service delivery infrastructure within the City.

This strategic plan will focus the Commission's work towards their mission of providing a common forum for Staff, service providers, and residents to discuss, prioritize, and coordinate activities, and will guide the development of solutions for challenges faced by Surprise residents, including accessibility to veterans, disability, and human services. In addition, this plan will frame Commission discussions and reviews, and will lend support towards the increase of community awareness, education, and outreach efforts that publicly recognize the accomplishments of community and strategic partnerships supporting their mission.



S U R P R I S E

A R I Z O N A

www.surpriseaz.gov



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024

Contact Person: Jennifer Cornelius

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 the Independent Contractor Agreement with Arizona Community Action Association DBA Wildfire, accepting grant funding, and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$26,700 for the Utility Assistance Program; Resolution #2024-116.

Motion:

I move to approve Resolution #2024-116.

Background:

Wildfire is a nonprofit organization that, as part of its mission, promotes economic self-sufficiency for low-income Arizonans and administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits, and bill assistance. The City of Surprise and Wildfire wish to partner to allow the City to provide additional utility services to the residents of Surprise through the Surprise Resource Center.

Objective Analysis:

This item allows the Human Service & Community Vitality Department to accept and administer funding in support of the Utility Assistance Program.

Policy Compliant:

This item is consistent with City and Council Policy.

Financial Impact:

This one-time grant will allow expenditures up to \$26,670 to support the Utility Assistance Program. All expenses are on a reimbursement basis. There is no match requirement.

Budget Impact:

This item amends the Fiscal Year 2025 budget by moving budget authority in the amount of \$26,700 from General Contingency to Project G51742 FY25 Wildfire HEAF 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:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Res_2024-116 Wildfire FY25-Final
 2. FY25 HEAF Multifund Contract - City of Surprise
-

RESOLUTION # 2024-116

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA COMMUNITY ACTION ASSOCIATION DBA WILDFIRE; AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING FOR THE UTILITY ASSISTANCE PROGRAM; AND AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF \$26,700 FROM GENERAL CONTINGENCY TO PROJECT G51742 IN THE GRANTS FUND.

WHEREAS, the City desires to enter into an Independent Contractor Agreement with Arizona Community Action Association DBA Wildfire (Wildfire) for the purpose of receiving a grant for \$26,670 to support the Utility Assistance Program;

WHEREAS, all service expenditures pursuant to the Independent Contractor Agreement are on a reimbursement basis, up to \$26,670;

WHEREAS, the FY2025 budget was adopted by Council Resolution #2024-94 on June 4, 2024;

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, 2024 through June 30, 2025.

Section 2. That the Independent Contractor Agreement between Wildfire and the City of Surprise (Contract No. 07012024-25), attached as ***Exhibit B***, is hereby 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 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 2024-116
EXHIBIT A

1. Appropriation - The allocations below represent the movement of budget authority in the amount of \$26,700 from General Contingency to Project G51742 to cover projected expenditures associated with the Utility Assistance Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51742 FY25 Wildfire HEAF	E	-	26,700	26,700
Grants	Human Svcs and Comm Vitality	#G51742 FY25 Wildfire HEAF	R	-	26,700	26,700
Contingency	General Operations	Contingency	E	79,361,100	(26,700)	79,334,400
Contingency	General Operations	Other	R	79,361,100	(26,700)	79,334,400
Expense Total				79,361,100	-	79,361,100
Revenue Total				79,361,100	-	79,361,100

RESOLUTION 2024-116
EXHIBIT B

Independent Contractor Agreement (Contract No. 07012024-25)



INDEPENDENT CONTRACTOR AGREEMENT

2024-25 Utility Assistance Programs

Contract No. 07012024-25

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between City of Surprise Resource Center (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation DBA Wildfire (hereinafter "Wildfire").

RECITALS:

- A. Wildfire is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.
- B. Wildfire is receiving or expects to receive during the term of this Agreement funding from the fund sources in **Section 1** (the "Fund Sources") pursuant to Program Documents (as defined in **Section 4**).
- C. Wildfire desires to subcontract with Contractor to obtain assistance with fulfilling Wildfire's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, Wildfire and Contractor hereby agree as follows:

1. Services and Programs

1.1 **Services.** Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in **Section 1.2**: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in **Section 2**. Wildfire will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow Wildfire's instructions as to the result to be achieved. Contractor will receive Wildfire's instructions through an employee of Wildfire who is appointed to manage the program ("Program Manager"). Contractor may also receive instructions from a Wildfire employee designated to serve as a liaison between Wildfire and Contractor ("Monitor").

1.2. **Fund Sources.** For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the table on the following pages.

1.2 Fund Sources

Fund	Direct Service Amount	Program Delivery Amount	Total Allocation	Additional Information
APS Crisis Bill Assistance	\$16,391.67	\$3,278.33	\$19,670.00	Refer to Exhibit A: Arizona Public Service (APS) Crisis Bill Assistance Program Summary
Global Water Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Global Water Bill Assistance Program Summary
Salt River Project (SRP) Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Salt River Project (SRP) Bill Assistance Program Summary
Southwest Gas Energy Share Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Southwest Gas Energy Share – Bill Assistance Program Summary
Southwest Energy Share Repair/Replace	\$0.00	\$0.00		Refer to Exhibit A: Southwest Gas Energy Share Repair/Replace Program Summary
Southwest Gas Low Income Energy Conservation (LIEC)	\$5,000.00	\$0.00	\$5,000.00	Refer to Exhibit A: SWG LIEC Program Summary. These funds should be prioritized for distribution over SWG E-Share funds for all eligible clients. No more than twenty-five percent (25%) of total allocation can be used for deposits.
Trico	\$0.00	\$0.00		Refer to Exhibit A: Trico Assistance Program Summary
Tucson Electric Power (TEP) Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Tucson Electric Power Bill Assistance Summary

1.2 Fund Sources (Continued)

Fund	Direct Service Amount	Program Delivery Amount	Total Allocation	Additional Information
Utility Repair Replacement Deposit (URRD)	\$1,666.67	\$333.33	\$2,000.00	Refer to Exhibit A: URRD Program Summary. Refer to Exhibit A, Appendix B: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status.
20% of URRD allocation above is available for HVAC Pilot Program	\$0.00	\$0.00	\$0.00	Refer to Exhibit A: URRD Program Summary
Unisource Electric Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Unisource Electric Bill Assistance Program Summary
Warm Spirit Electric - Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Warm Spirit Program Summary
Warm Spirit Gas - Bill Assistance	\$0.00	\$0.00		Refer to Exhibit A: Warm Spirit Program Summary
Heat Relief Initiative	\$0.00	\$0.00		Refer to Exhibit A: Heat Relief Initiative Program Summary

1.2. Fund Sources (Continued). Contractor makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.

The table above, which highlights certain provisions of the Program Documents, is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by Wildfire on dates and times selected by Wildfire.

1.4 Program Modification. Wildfire and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to **Section 2.2**, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement or **July 1, 2024** (the "Effective Date") and ending on **June 30, 2025**.

2.2 Termination. Either Wildfire or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to Wildfire, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for Wildfire shall terminate and Wildfire's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the Wildfire Grants Management System (GMS) as required by **Section 4**. After the 15th day of each month, Wildfire will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. Wildfire will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and Wildfire's approval does not bind any Fund Source or constitute a guarantee by Wildfire of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to Wildfire no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the Wildfire Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. Wildfire may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from Wildfire.

3.4 Expenditures. Wildfire reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. Wildfire will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure that no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors

and the Wildfire Board of Directors. Contractor may request the Advance Request Form through Wildfire, if needed.

3.6 Nature of Relationship. As between Wildfire and Contractor, Wildfire shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between Wildfire and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint ventures, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that Wildfire may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold Wildfire and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. Wildfire agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of Wildfire or Wildfire's employees or agents.

3.8 Insurance.

- 3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.
- 3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. Wildfire makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
- 3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.
 - a) *Commercial General Liability – Occurrence Form*
 - General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
 - The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association (dba Wildfire) shall be named as additional insured with respect to liability arising out of the activities performed by or*

on behalf of the Contractor".

- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- *b) Automobile Liability*
 - Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.
 - Combined Single Limit (CSL) \$ 1,000,000
 - The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association DBA Wildfire shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*
- *c) Worker's Compensation and Employers' Liability*
 - The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.
 - The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Wildfire.
- 3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. Wildfire makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.
- 3.8.7 Contractor shall furnish Wildfire with certificates of insurance (ACORD form or equivalent approved by Wildfire) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Wildfire before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

- 3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Wildfire separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 3.8.9. In the event the Contractor is a public entity, then the insurance requirements shall not apply. Such public entity, during the term of this Agreement, shall maintain liability insurance or self-insurance coverage for the negligent acts, errors and omissions of its officers, officials, agents, employees or volunteers. Contractor shall furnish Wildfire with evidence of its self-insured policy by submitting a certificate of insurance. Contractor shall maintain insurance policies for the duration of the term of this Agreement.

4. Compliance with Terms of Funding.

4.1 Contractor's Compliance with Terms of Funding. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Attachments and Exhibits hereto and any written policies and procedures that Wildfire may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require Wildfire to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with Wildfire in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

4.2 Grants Management System Database (GMS). Contractor will ensure that applications from all fund sources will be directly entered into the GMS Database, or transferred electronically, in accordance with the policies outlined in the Program Documents.

5. Confidential Information.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of Wildfire, disclose Confidential Information to any person other than its legal counsel and other parties authorized by Wildfire in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this **Section 5** for the benefit of Wildfire. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by Wildfire. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for

assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by Wildfire to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement; (d) is required by law to be disclosed; (e) is in the non-disclosing party's possession prior to disclosure by the disclosing party; (f) is independently developed or otherwise discovered by the non-disclosing party; and/or (g) the duty as to confidentiality is waived in writing by the disclosing party. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to Wildfire or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. Audit and Inspection. Wildfire will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide Wildfire and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. Notices. All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. Limitation of Liability. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. Wildfire's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to Wildfire or directly to Contractor) pursuant to the Program Documents. Wildfire intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to Wildfire, then Wildfire reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by Wildfire in its sole discretion.

9. Assignment; Subcontractors. Contractor may not assign Contractor's rights or obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire will not unreasonably withhold. Wildfire's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. Choice of Law and Forum. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. Integration; Modification; Waiver. This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals, Attachments and Exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. Counterparts; Email. This Agreement may be executed in counterparts and delivered via email.

13. Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.

14. Exhibits.

Exhibit A Home Energy Assistance Fund Policy Manual FY 2025

Exhibit B Federal Poverty Income Guidelines effective July 1, 2024 – June 30, 2025

[Signature page follows]

INDEPENDENT CONTRACTOR AGREEMENT

2024-25 Utility Assistance Programs
Signature Page

In witness whereof, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR
City of Surprise Resource Center

Arizona Community Action Association (dba
Wildfire), an Arizona nonprofit corporation

Signature: _____

Signature: _____

Name: _____

Name: Kelly McGowan

Title: _____

Title: Executive Director

Date: _____

Date: _____

Address:
16000 N. Civic Center Plaza
Surprise, AZ 85374
Email: jennifer.Cornelius@surpriseaz.gov

Address:
340 E Palm Lane, Suite 315
Phoenix, AZ 85004
Email: kmcgowan@wildfireaz.org



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024

Contact Person: Jennifer Cornelius

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 a grant renewal amendment with First Things First, accepting grant funding, and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$250,000 for Early Childhood Programming; Resolution #2024-115.

Motion:

I move to approve Resolution #2024-115.

Background:

The City of Surprise and the Arizona Early Childhood Development and Health Board, First Things First, entered into a grant agreement, Contract No. FTF-RC008-24-0788-04, for the term of July 1, 2023, through June 30, 2024. This agreement provided \$250,000 in grant funding to support the Family Resource Center Early Childhood Development Program. The City desires to continue their partnership with First Things First to provide early childhood development programs through the Surprise Resource Center.

Objective Analysis:

This action will allow the Human Service & Community Vitality Department to continue providing early childhood programming at the Surprise Resource Center.

Policy Compliant:

This action is compliant with City and Council policies

Financial Impact:

The one-time grant award is a reimbursement grant of \$250,000 for Early Childhood Programming. All expenditures will be reimbursed on a monthly basis. An in-kind match is not required.

Budget Impact:

This action requires the movement of budget authority in the amount of \$250,000 from General Contingency to Project G51751 in the Grants Fund to cover expected expenditures. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide

expenditure budget.

FTE Impact:

While there is no additional FTE impact for FY25, two full-time positions are 100% funded by the grant terms.

ATTACHMENTS:

1. Res 2024-115-Final
 2. FTF Grant Renewal - FY25
-

RESOLUTION # 2024-115

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A GRANT RENEWAL AMENDMENT FOR SERVICES BETWEEN THE CITY OF SURPRISE AND FIRST THINGS FIRST, ACCEPTING GRANT FUNDING, AND AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF \$250,000 FROM GENERAL CONTINGENCY TO PROJECT G51751 IN THE GRANTS FUND; AND AMENDING THE FISCAL YEAR 2025 CONTRACT AWARDING AUTHORITY LIST BY ADDING THE FY25 FIRST THINGS FIRST GRANT, G51751, IN THE AMOUNT OF \$250,000 FOR GRANT SALARIES AND PURCHASES.

WHEREAS, the City and First Things First entered into a grant agreement with the Arizona Early Childhood Development and Health Board, First Things First, Contract No. FTF-RC008-24-0788-04, for the term of July 1, 2023, through June 30, 2024, which is incorporated by reference, in order to support the Family Resource Center Early Childhood Development Program;

WHEREAS, the City desires to continue partnering with First Things First to provide Early Childhood Development programs through the Surprise Family Resource Center by entering into a renewal agreement for the term of July 1, 2024, through June 30, 2024;

WHEREAS, all expenditures pursuant to the Contract for Services are on a reimbursement basis, up to \$250,000;

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 and the Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2024, through June 30, 2025.

Section 2. That the Contract for Services between First Things First and the City of Surprise (Contract #FTF-RC008-24-0788-04-Y2), attached as ***Exhibit B***, is hereby 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 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 2024-115
EXHIBIT A

1. Appropriation - The allocations below represent the movement of budget authority in the amount of \$250,000 from General Contingency to Project G51751 to cover projected expenditures associated with the Family Resource Center Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

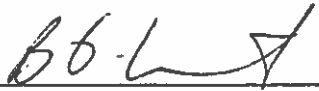
Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Services and Community Vitality	#G51751 FY25 First Things First	E	-	250,000	250,000
Grants	Human Services and Community Vitality	#G51751 FY25 First Things First	R	-	250,000	250,000
Contingency	General Operations	Contingency	E	79,361,100	(250,000)	79,111,100
Contingency	General Operations	Other	R	79,361,100	(250,000)	79,111,100
Expense Total				79,361,100	-	79,361,100
Revenue Total				79,361,100	-	79,361,100

2. Contract Awarding Authority List – Project G51751 First Things First is a new project to support Early Childhood Development. When Council approved the FY2025 Contract Awarding Authority List, project G51751 was not included. This amount is based on the grant award received.

Reference #	Project #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
25234	G51751	Family Resource Center	\$0	\$250,000	\$250,000

RESOLUTION 2024-115
EXHIBIT B

Contract for Services (Contract #FTF-RC008-24-0788-04-Y2)

 FIRST THINGS FIRST	Grant Renewal Amendment	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 500 Phoenix, Arizona 85012 (602) 771-5100
	Grant Renewal/2025 Grant Award FTF-RC008-24-0788-04-Y2 Northwest Maricopa Regional Partnership Council Family Resource Centers	
GRANTEE: City of Surprise		
PURPOSE OF AMENDMENT: - The parties renew the Grant Agreement for the period of July 1, 2024 through June 30, 2025. - Total award amount for the grant period is \$ 250,000 - Contracted Service Units: Strategy: Family Resource Centers Number of parenting activities conducted: 240 - The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice. - All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.		
Contractor hereby acknowledges receipt and understanding of the contract amendment  _____ Signature Bob Wingenroth _____ City Manager Title _____ 5/22/24 _____ Date		The above referenced amendment is hereby executed effective July 1, 2024 once signed and dated below:  _____ Josh Allen CFO/COO _____ 6/11/2024 _____ Date

Line-Item Budget and Budget Narrative

SFY25 Line-Item Budget Budget period: July 1, 2024 – June 30, 2025

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$129,700
	Salaries	\$129,700	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$53,100
	Fringe Benefits or Other ERE	\$53,100	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$41,000
	Contracted Services	\$41,000	
TRAVEL		Travel Sub Total	\$1,650
	In-State Travel	\$0	
	Out-of-State Travel	\$1,650	
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$0
	Subgrants or Subcontracts to organizations/ agencies/entities	\$0	
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$24,550
	Telephones/Communications Services	\$1,000	
	General Office Supplies	\$1,000	
	Food	\$2,000	
	Dues/Subscriptions	\$500	
	Printing/Copying	\$1,100	
	Professional Development (Staff Training, Conferences, Workshops, Training Fees for Staff)	\$1,200	
	Program Materials	\$14,750	
	Program Incentives	\$3,000	
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$0
	Equipment \$4,999 or less in value	\$0	
SUBTOTAL DIRECT PROGRAM COSTS			\$250,000
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$0
	Indirect/Admin Costs	\$0	
TOTAL			\$250,000

Authorized Signature B6 L A Date 5/22/24

SFY25 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

Early Childhood Education Coordinator: This is a twelve-month position currently filled by Juan Marquez and represents a 1.00 full-time equivalent (FTE). The position will be 100% dedicated to early childhood services and programming as specified in the First Things First (FTF) State Fiscal Year 2025 (SFY25) Grant.

This is a salaried position with a base salary of \$70,800. In addition, a bilingual pay stipend of \$1500 will be included for a total salary/compensation of **\$72,300** for SFY25. The rate of pay is based on the City of Surprise mid-range Pay Grade 110 which is determined by education and experience in the field.

Early Childhood Education Specialist: This is a twelve-month position currently filled by Jessica Vargas and represents a 1.00 full-time equivalent (FTE). The position will be 100% dedicated to early childhood services and programming as specified in the First Things First (FTF) State Fiscal Year 2025 (SFY25) Grant.

This is a full-time, hourly position with a rate of \$26.875 per hour for a total base salary of \$55,900. In addition, a bilingual pay stipend of \$1500 will be included for a total salary/compensation of **\$57,400** for SFY25. The rate of pay is based on the City of Surprise mid-range Pay Grade 106 which is determined by education and experience in the field.

Total Personnel Expenses for SFY25: **\$129,700**

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Early Childhood Education Coordinator: Actual benefit costs were used to determine Employee Related Expenses (ERE) for SFY25. Components in determining the rate include Health, Dental, Vision, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of **\$40,066** for SFY25.

Early Childhood Education Specialist: Actual benefit costs were used to determine Employee Related Expenses (ERE) for SFY25. Components in determining the rate include Vision, OASDI, Medicare, Disability, Retirement and Life Insurance for a total of **\$13,034** for SFY25. Medical coverage is waived by the staff member.

Total Employee Related Expenses for SFY25: **\$53,100**

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

A total of **\$41,000** is budgeted to establish and maintain agreements with various contractors to deliver programming designed for young children (0 to 5) and their families. The amount is based on quotes from contractors, both verbal and in writing, as well as on established and current Professional Service Agreements.

The types of activities and programs include, but are not limited to, early language and literacy development, positive discipline, brain development, kindergarten readiness, child safety, Science-Technology-Engineering-Art-Math (STEAM), and developmental milestone achievement. Program models include Southwest Human Development Raising a Reader, Arizona Science Center Science on Wheels, Phoenix Zoo Live on Location, T.E.A.M. 4 Kids Developmental Playgroups, Kindergarten Prep Workshops, and Parent Chat Support Groups. All

contractors will be subject to the First Things First Standards of Practice, and all contracts will be subject to the City of Surprise procurement policies and procedures.

- Raising a Reader – 24 early literacy activities – three, 8 -week series @ \$5,000 per series = \$15,000
- Science on Wheels – 26 STEAM activities @ \$250 each = \$6,500
- Science on Wheels – 2 large format STEAM assemblies @ 400 each = \$800
- Live on Location – 26 early literacy/STEAM activities @ \$200 each = \$5,200
- Developmental Playgroups – 90 developmental milestone achievement activities @ \$100 each = \$9,000
- Kindergarten Prep Workshops – 4 kindergarten readiness activities @ \$450 each = \$1,800
- Parent Chats – 12 parent support group sessions @ \$225 each = \$2,700

Total Professional and Outside Services for SFY25: **\$41,000**

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants must use the State of Arizona Travel Policy reimbursement rates for mileage, lodging, and meals for both in-state and out-of-state travel found at:*

<https://gao.az.gov/sites/default/files/2023-09/5095%20Reimbursement%20Rates%20%20231001.pdf>

Out-of-State Travel

A total of **\$1,650** is budgeted for one (1) full-time, FTF-funded staff to travel to the 2025 National Association for the Education of Young Children (NAEYC) Professional Learning Institute. This conference is usually held in the beginning of June at a location within the contiguous United States. The exact dates and location of the 2025 conference are not currently available. For reference, the 2024 conference will be held from June 2 to June 5 in New Orleans, LA.

Costs were determined by using the State of Arizona Travel Policy as a guide:

- Round trip airfare - \$500
- Four-night hotel stay - \$800
- Meal & Incidental Expenses - \$350

Total Travel for SFY25: **\$1,650**

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

N/A

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

Telephone/Communications Services – A total of **\$1,000** is budgeted for cell phone stipends for two (2) FTF-funded FTE staff at \$500 per year each. Cell phones are a vital tool used for the purpose of communicating while providing programs and services in the field.

General Office Supplies – A total of **\$1,000** is budgeted for the purchase of office supplies such as clipboards, pens, notepads, highlighters, dry erase markers, whiteboard cleaner, air dusters, microfiber towels, magnets, document holders, paper clips, binders, laminating film, and other items as needed.

Food – A total of **\$2,000** is budgeted for the purchase of food and refreshments to be offered at various programs and events. Funds will be used to purchase snacks and refreshments for the parents/caregivers and

children who attend certain activities which include support groups, workshops, events, and parent/child interactions. Cost determinations for each activity will be based on registered attendance.

Dues/Subscriptions – A total of **\$500** is budgeted to pay for the yearly membership dues to the FTF Family Resource Network (FRN). The amount is based on the FRN yearly membership rate for SFY2024.

Printing/Copying – A total of **\$1,100** is budgeted for the printing of marketing materials such as signs, table cloths, rack cards and large format posters. The amount is based on printing service costs from the City of Surprise's printing vendor.

Professional Development – A total of **\$1,200** is budgeted for registration fees for local and out-of-state conferences and training opportunities. These include but are not limited to the NAEYC Professional Learning Institute and other appropriate workshops and/or conferences as they become available.

For reference, the 2024 NAEYC registration fee is \$615 per person.

Program Materials – A total of **\$14,750** is budgeted for the purchase of materials for activities aimed at promoting early childhood health, development, child passenger safety, kindergarten readiness and parent support such as:

- Child car seats – 100 at approximately \$70 each = \$7,000
- Playgroup materials - \$5,350
- Materials for community outreach and engagement events- \$2,000
- Parent workshop materials (workbooks) - \$400

Program Incentives – A total of **\$3,000** is budgeted for the purchase of incentives for participation in activities presented by the Surprise Resource Center. The funds will primarily cover the cost of children's books and performers such as character actors and entertainers that will be a part of our larger events. Books will be purchased in bulk from an approved vendor and performers will be required to provide liability insurance and provide professional references prior to hiring.

- Children's Books – 600 at approximately \$4 each = \$2,400
- Performers – Holiday Celebration - \$250
- Performers - Kidz Jamboree - \$350

Total Other Operating Expenses: **\$24,550**

Non-Capital Equipment: *For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.*

N/A

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs:** *with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing,*

contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.

OR

- ☐ **Option B - Federally Approved Indirect Costs:** If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs. Applicants must provide a copy of their federally approved indirect cost rate agreement.

Authorized Signature



Date

5/22/24

FIRST THINGS FIRST

Program Personnel Table

In the following table, provide a list of all personnel or positions that will be fully or partially funded through the program (listed under Personnel Services/Salaries in the budget) and the Full-Time Equivalent (FTE) for each position. For Key Personnel positions to be hired (TBH), describe the desired background/experience/degrees and field of study - and for all Key Personnel positions, indicate whether personnel meet the staffing qualifications in the Standards of Practice (SOP).

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	Background/Expertise* Must include qualifications that align with the Standards of Practice (SOP)	Key Roles and Responsibilities	Meets the SOP Staffing Qualifications Yes/No**	FTEs funded through the program
Juan Marquez / Early Childhood Education Coordinator	Juan holds a Bachelor of Arts in Elementary Education and has over 13 years of experience working with families with children 0 to 5 years of age. Juan's experience includes working at the Benevilla Family Resource Center, a First Things First funded Resource Center in the NW Maricopa Region as well as with Arizona First Things First. Juan currently is the Early Childhood Education Coordinator at the Surprise Resource Center. Juan brings expertise in early childhood development, workshop facilitation, information and referral services, outreach and awareness and is fluent in both English and Spanish.	Conducts outreach to internal and external organizations that serve families with children 0 to 5 years of age. Develops and implements agreements with multiple organizations to deliver programming and services. Implements and facilitates parenting activities at the Resource Center and other community locations that follow the First Things First Standards of Practice. Facilitates parent/family referrals to internal and external organizations that provide services to families with young children. Collects and reports data to First Things First. Oversees the First Things First budget and expenditures. Supervises the Early Childhood Education Specialist.	Yes	1.00
Jessica Vargas / Early Childhood Education Specialist	Jessica has over 10 years of experience in early childhood education as a member of a First Things First grantee organization. Jessica is currently the Early Childhood Education Specialist at the Surprise Resource Center. In addition, she has 12 years of experience in social work where she developed and implemented individualized action plans, conducted social research, and participated in community organizing efforts to improve outcomes for individuals and families. She has developed and facilitated various parenting activities such as parenting workshops, socialization groups, early literacy workshops, and	Conducts outreach to internal and external organizations that serve families with children 0 to 5 years of age. Implements and facilitates parenting activities at the Resource Center and other community locations that follow the First Things First Standards of Practice. Facilitates parent/family referrals to internal and external organizations that provide services to families with young children. Collects data to assist in reporting to First Things First.	Yes	1.00

	support groups. Jessica holds a bachelor's degree in business administration with a minor in sociology. Jessica brings expertise in early childhood development, program development and implementation, information and referral services as well as community outreach. Jessica is fluent in both English and Spanish			
Additional Personnel - those individuals partially funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
N/A				
Program Total FTEs:				2.00

* Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.

** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, they have been approved through the FTF Request for Exemption from Staff Qualification process prior to hire.



Bob Wingenroth, City Manager

5/22/24
Date



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024 Contact Person: Adam Lane
Submitting Department: Human Svcs and Comm District: Citywide
Vitality
Staff Recommendations:

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

Consideration and action pertaining to approval of Amendment No. 1 to the intergovernmental Agreement with Maricopa County for Homeless Outreach and Navigation Services; Resolution #2024-110.

Motion:

I move to approve Resolution #2024-110.

Background:

The City and County entered into Intergovernmental Agreement (IGA) #C-22-24-050-X-01 effective November 1, 2023, to establish a collaboration between the parties to reduce homelessness in the Agua Fria Wash. The City of Surprise, along with other West Valley cities, collaborate with Maricopa County by providing funding for Street Outreach Case Workers that assist unsheltered individuals in finding resources and ultimately transition into permanent housing. Homeless Outreach and Navigation Services are critical to the City's economic health, and a strategic investment and partnership with Maricopa County will enhance homeless services for Surprise.

Objective Analysis:

Amendment No. 1 extends the IGA for an additional one (1) year term through June 30, 2025. The amendment also changes the lead agency contact for Maricopa County. All other terms and conditions of the IGA remain in full force and effect except as amended by Amendment No. 1.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

The total City of Surprise contribution for the funding of three (3) Street Outreach Case Manager positions will not exceed \$50,000 annually.

Budget Impact:

The HSCV Department and the Police Department will be sharing the expenses of this contract with

\$28,500 from HSCV's General Fund and the remaining \$21,500 from the Police Department RICO funds. The budget authority is included in both departments' FY25 operating budget.

FTE Impact:

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

ATTACHMENTS:

1. RES 2024-110 IGA Homeless Navigation Amendment 1
 2. Amendment 1-City of Surprise-County Signed
-

RESOLUTION # 2024-110

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR HOMELESS OUTREACH AND NAVIGATION SERVICES.

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

WHEREAS, Homeless Outreach and Navigation Services are critical to the City's economic health, and a strategic investment and partnership with Maricopa County will enhance homeless services for Surprise;

WHEREAS, the City and the County entered into IGA# C-22-24-050-X-01, effective November 1, 2023 (the "IGA"), which purpose is to establish a collaboration between the parties to reduce homelessness in the Agua Fria Wash;

WHEREAS, this Amendment No. 1 shall extend the IGA for an additional one (1) year term through June 30, 2025;

WHEREAS, Amendment No. 1 to the IGA will also change the lead agency contact for Maricopa County;

WHEREAS, the City shall compensate Maricopa County for program service delivery for a total amount not to exceed \$50,000 for the IGA term;

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

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the Maricopa County for Homeless Outreach and Navigation Services, attached as *Exhibit A*, is approved.

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

[SIGNATURES ON THE FOLLOWING PAGE.]

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-110
EXHIBIT A

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

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

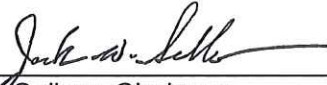
- I. Maricopa County ("County") administered by its Human Services Department and the City of Surprise ("City") fully executed a financial Intergovernmental Agreement ("Agreement") on or about January 10, 2024. The purpose of the Agreement is to establish a collaboration between the Parties to reduce homelessness in the west valley communities through the County's "Hand in Hand" program (the Program). Program outreach will include a combination of case management, coordination with municipal entities, workforce and mental health care connections and substance use support. Under the Agreement, the City provides funds to the County for program service delivery. The Agreement term is November 1, 2023, through June 30, 2024. The County and the City collectively are referred to as the "Parties" and individually as the "Party."
- II. The Parties now agree to enter into this Amendment No. 1 to amend the Agreement as authorized by Section 4.0 (Amendments). The Amendment No. 1 addresses the following items:
- A. Extend the Agreement term from July 1, 2024, through June 30, 2025.
- B. Revise Section 5.0 (Funding) to amend the Agreement as follows:
The City shall provide the County with \$50,000 for the Agreement term.
- C. Update Section 10.0 (Notices) as follows for Maricopa County:
- Maricopa County
Human Services Department
TJ Reed, Assistant Director
Community Resilience Division
234 N. Central Avenue, 3rd 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. Section II above contains all the changes to the Agreement made by this Amendment No. 1. All other terms and conditions of the Agreement shall remain in full force and effect as approved and amended as executed by the Parties.
- V. The Parties have authorized the undersigned to execute this Amendment No. 1, and it shall be effective upon approval and signature by both Parties.

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

FOR CITY OF SURPRISE:

FOR MARICOPA COUNTY:

Skip Hall, Mayor Date

 JUL 24 2024

Jack Sellers, Chairman Date
Board of Supervisors

Attested to:

Attested to:

City Clerk Date

 JUL 24 2024

Juanita Garza Date
Clerk of the Board

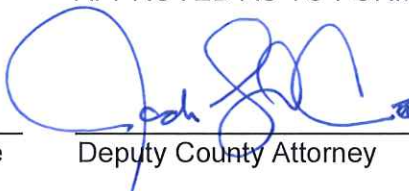
IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT No. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED CITY ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney Date

 7/18/24

Deputy County Attorney Date



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024

Contact Person: Trisha Weston

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 the Contract for Services with Area Agency on Aging, accepting grant funding, and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$92,000 for the Congregate Meal Program; Resolution #2024-117.

Motion:

I move to approve Resolution #2024-117.

Background:

The City of Surprise, through its Human Service & Community Vitality (HSCV) Department, applied for a continuation of a grant from Area Agency on Aging that has been in place since 2004. The grant award will serve to support the congregate meal program and a portion of the Senior Center multipurpose operations that support the program.

Objective Analysis:

This action will allow the HSCV Department to maintain the congregate meal service program at the Senior Center.

Policy Compliant:

This item is compliant with City and Council Policy.

Financial Impact:

This grant award is \$12,000 for part-time salaries and \$80,000 for special event hosting for a one-time total of \$92,000. There is a 10% in-kind City match requirement in the amount of \$9,200 which will be met with HSCV's General Fund operating budget for a total grant budget of \$101,200.

Budget Impact:

This action requires a movement of budget authority in the amount of \$80,000 from general contingency to project G51508 FY25 AAA Meals and \$12,000 from general contingency to project G51518 FY25 AAA Senior Center in the Grants Fund to cover projected expenditures. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Res 2024-117 AAA FY25-Final
 2. FY25 AAA Contract-2025-36 -SUR
-

RESOLUTION # 2024-117

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE CONTRACT FOR SERVICES BETWEEN THE CITY OF SURPRISE AND AREA AGENCY ON AGING; AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$92,000 FROM AREA AGENCY ON AGING FOR THE CONGREGATE MEAL PROGRAM; AND AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF \$92,000 FROM GENERAL CONTINGENCY TO PROJECTS G51508 AND G51518 IN THE GRANTS FUND.

WHEREAS, the City of Surprise, through its Human Service & Community Vitality Department, applied for a continuation of a grant from Area Agency on Aging that has been in place since 2004;

WHEREAS, the City desires to enter into a Contract for Services with Area Agency on Aging for the purpose of receiving a grant for \$92,000 to support the congregate meal program and a portion of the Senior Center multipurpose operations that support the congregate meal program;

WHEREAS, all service expenditures pursuant to the Contract for Services are on a reimbursement basis, up to \$92,000;

WHEREAS, the FY2025 budget was adopted by Council Resolution #2024-94 on June 4, 2024;

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, 2024, through June 30, 2025.

Section 2. That the City of Surprise is authorized to accept a grant in the amount of \$92,000 from Area Agency on Aging for Congregate Meals.

Section 3. That the Contract for Services between the Area Agency on Aging and the City of Surprise (Contract #2025-36-SUR), attached as ***Exhibit B***, is hereby 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 2024-117
EXHIBIT A

1. Appropriation – The allocations below represent the movement of budget authority in the amount of \$92,000 from General Contingency to projects G51508 and G51518 in the Grants Fund to cover projected expenditures for the Congregate Meal Program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51508 FY25 AAA Meals	E	-	80,000	80,000
Grants	Human Svcs and Comm Vitality	#G51508 FY25 AAA Meals	R	-	80,000	80,000
Grants	Human Svcs and Comm Vitality	#G51518 FY25 AAA Senior Center	E	-	12,000	12,000
Grants	Human Svcs and Comm Vitality	#G51518 FY25 AAA Senior Center	R	-	12,000	12,000
Contingency	General Operations	Contingency	E	79,361,100	(92,000)	79,269,100
Contingency	General Operations	Other	R	79,361,100	(92,000)	79,269,100
Expense Total				79,361,100	-	79,361,100
Revenue Total				79,361,100	-	79,361,100

RESOLUTION 2024-117
EXHIBIT B

Contract for Services (Contract #2025-36-SUR)

Contract #2025-36-SUR

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated AND

**1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132**

**City of Surprise
dba: City of Surprise Senior Center
15832 N. Hollyhock Street
Surprise, AZ 85378
623-222-1500 Fax: 623-222-1501
EIN 80-6007796**

DURATION OF THE CONTRACT, FY 2025: July 1, 2024 and shall end June 30, 2025

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO

Programmatic Authority: Leo Ramos, Director of
Contract Administration

Daily Contacts: Kathy Flores, Contract Specialist

Seth Dyson, Director HSCV

Seth Dyson, Director HSCV

Trisha Weston, Senior Services Coordinator

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:

City of Surprise Revenue Division, 16000 N. Civic Center Plaza, Surprise, AZ 85374

This Contract is entered into by and between City of Surprise, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

CITY OF SURPRISE

Signature and Date

Mary Lynn Kasunic, President & CEO

Signature and Date

Seth Dyson, Director HSCV

CONTRACT SUMMARY
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2025-36-SUR

CONTRACTOR: City of Surprise

TYPE: **Original Contract**

CONTRACT TERM: July 1, 2024 to June 30, 2025

Contract Reimbursement Ceiling for all Services: TOTAL: \$ 92,000

CONTRACT OPERATING BUDGET

REVENUE	Congregate Meals	Multipurpose Operations
Area Agency	80,000	12,000
Project Income	19,550	-
Non-Fed Inkind	-	-
Non-Fed Cash	114,648	248,191
Other Federal	-	-
TOTAL	214,198	260,191
EXPENSES		
Personnel	95,066	140,894
ERE	69,232	101,197
Prof&Outside	-	-
Travel	-	-
Space	8,500	12,300
Equipment	-	-
Materials/Supl	40,000	5,400
Operating Svc	1,400	400
Indirect	-	-
TOTAL	214,198	260,191
UNITS	8,500	
UNIT RATE	\$ 25.20	#DIV/0!

ADES Special Terms and Conditions

1.0 DEFINITION OF TERM

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

- 1.1 “*Award Date*” The date the Contract is executed by Area Agency. This may or may not be the same date as the “Effective Date” which is the date specified on the Offer and Award or Signature Page.
- 1.2 “*Client Specific Referral*” Services or activities for which a referral has been made for a client by an authorized representative of Area Agency.
- 1.3 “*Department*” The Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.4 “*Effective Date*” The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- 1.5 “*Equipment*” All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities’ improvements).
- 1.6 “*May*” Indicates something that is not mandatory but permissible.
- 1.7 “*Purchase Order*” also known as “Purchase Authorization” or “Release Order” is an authorized document to procure goods or services.
- 1.8 “*Shall, Must*” Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive or may result in default of contract.
- 1.9 “*Should*” Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, Area Agency may, at its sole option, ask the Contractor to provide the information.
- 1.10 “*Vulnerable adult*” An individual who is eighteen (18) years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.
- 1.11 “*Additional Insured*” Specifically includes all agencies and requirements as identified in Section 26.4.3.
- 1.12 “*Area Agency*” Area Agency on Aging, Region One, Incorporated, unless otherwise indicated.
- 1.13 “*Contract Specialist*” Is the Area Agency staff person who is assigned managerial responsibility for the contract.
- 1.14 “*Scope of Work*” The Arizona Department of Economic Security description of service(s) to be provided pursuant of this contract.
- 1.15 “*Service Specification*” The Area Agency description of service(s) to be provided pursuant of this contract.

2.0 ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

- 2.1 The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the

following statement:

- 2.2 “This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency.”

3.0 ASSIGNMENT

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1 Merger, Reorganization or Change of Ownership

- 3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of Area Agency and may require an assignment of the Contract documented by a Contract Amendment. Area Agency may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or Area Agency determines that the change in ownership is not in the best interest of the Area Agency.

- 3.1.2 This Contract is voidable and subject to immediate cancellation by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of Area Agency.

- 3.1.3 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to Area Agency, for review at least sixty (60) days prior to the effective date of the proposed change.

4.0 AUDIT

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

- 4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.

- 4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.

- 4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

5.0 AUTHORIZATION FOR SERVICES

- 5.1 Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. Area Agency shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.

- 5.2 No further obligation for payment shall exist on behalf of Area Agency unless change or modification has been made in accordance with Section 5.1 above.

6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.

If providing direct services to children or vulnerable adults, the following shall apply:

- 6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.

- 6.2 The Contractor will conduct an Arizona Centralized Background Check (CBC) through the CBC web portal of the Arizona Department of Economic Security (<https://des.az.gov/CBC>) using the Area Agency contract number CTR048037 and the following email address: Region1centralregistry@aaaphx.org, as a factor to

determine qualifications for positions that provide direct service to children or vulnerable adults for:

- 6.2.1 Any person who applies for a contract with Area Agency and that person's employees;
- 6.2.2 All employees of a contractor;
- 6.2.3 A subcontractor of a contractor and the subcontractor's employees; and
- 6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 6.3 Volunteers who provide direct services to children or vulnerable adults shall have an Arizona Centralized Background Check (CBC) which is to be used as a factor to determine qualifications for volunteer positions.
 - 6.3.1 A person who is disqualified because of an Arizona Centralized Background Check (CBC) may apply to the Board of Fingerprinting for an exception pursuant to A.R.S. § 41-619.57. A person who is granted an exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted an exception.
 - 6.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 6.4 A person awaiting receipt of the Arizona Centralized Background Check (CBC) may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form (*Exhibit B*) if the certification states:
 - 6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 6.5 If the Arizona Centralized Background Check (CBC) specifies any disqualifying act and the person does not have an exception, the person shall be prohibited from providing direct services to Area Agency clients.
- 6.6 The Contractor shall maintain the Arizona Centralized Background Check (CBC) results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.
- 6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain in a confidential file for five (5) years after termination of the Contract.

7.0 CERTIFICATION OF COST OR PRICING DATA

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to Area Agency shall be adjusted to exclude any significant amounts by which Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by Area Agency may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

8.0 CERTIFICATION REGARDING LOBBYING

The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

9.0 CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of having:

- 9.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

- 9.2 Acted on behalf of Area Agency or contracted funding sources without appropriate authorization;
- 9.3 Provided favorable or unfavorable treatment to anyone;
- 9.4 Made a decision on behalf Area Agency that exceeded its authority, could result in partiality, or have a political consequence for Area Agency or contracted fund sources;
- 9.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of Area Agency or contracted funding sources; or
- 9.6 Loss of impartiality when advising Area Agency or contracted funding sources.

10.0 COMPETITIVE BIDDING

If the Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services, Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

11.0 COMPLIANCE WITH APPLICABLE LAWS

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

- 11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 11.2 The Contractor shall comply with 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.
- 11.3 The Contractor shall comply with 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.
- 11.4 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, 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.
- 11.5 The Contractor shall comply with the 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.

12.0 CONFIDENTIALITY

- 12.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to Area Agency and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.
- 12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. Area Agency will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security and/or the State has adopted for such compliance.

13.0 CONTRACT TERM AND OPTION TO EXTEND

- 13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature

page and shall remain in effect for until the contract termination date or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.

13.2 Area Agency has no obligation to extend or renew this Contract. However, Area Agency has the right, at its sole option, to renew the Contract in accordance with any extensions Area Agency may receive for supplemental periods. In the event that Area Agency exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.

13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.

13.4 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates.

14.0 COOPERATION

14.1 Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

15.0 COOPERATION INVESTIGATION

All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any Area Agency, ADES, or funding agency investigation, including but not limited to an Investigation by Division or Internal Affairs of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and or witness from working with Area Agency clients up to terminating the Contract with Area Agency.

16.0 DATA SHARING AGREEMENT

16.1 When determined by Area Agency that sharing of confidential data will occur with the Contractor, the Contractor shall complete a Data Sharing Request Agreement and submit the completed Agreement to the Area Agency Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each Area Agency Program or funding source sharing confidential data.

17.0 EQUIPMENT

17.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Area Agency funds and submit the Equipment inventory form to the Area Agency person designated to receive notices.

17.2 Area Agency shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. Area Agency shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.

17.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Area Agency during and after the Contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the

Contract.

17.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.

17.5 Under a fixed price contract, Section 17.1 through 17.4 do not apply unless specifically required by federal or state law.

18.0 EVALUATION

18.1 Area Agency may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.

18.2 As requested by Area Agency, the Contractor shall participate in third party evaluations relative to Contract impact in support of Area Agency goals.

19.0 E-VERIFY

In addition to the Uniform Terms and Conditions, Section 3.10, the following shall apply:

19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, A, as may be amended. *(That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")*

19.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.3 Failure to comply with an Area Agency audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.4 Area Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

20.0 FAIR HEARINGS AND SERVICE RECIPIENTS' GRIEVANCES

20.1 The 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 to Area Agency 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. Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

20.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.

21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

In addition to the Uniform Terms and Conditions, Section 3.9, the following shall apply:

21.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

21.2 Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

22.0 FEES AND PROGRAM INCOME

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

23.0 FINGERPRINTING

23.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

23.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

23.2.1 "Certifications regarding pending or past criminal matters" as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters.

Exhibit C English

Exhibit D Spanish

23.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

23.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.

23.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

23.3.3 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

24.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

24.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with Area Agency in the course of performance of the Contract so that both the Area Agency and Contractor will be in compliance with HIPAA, including cooperation and coordination with the offices of the Department's Chief Information Security Officer and Chief Privacy Officer, and other compliance officials required by HIPAA and its regulations.

24.2.2 The Contractor agrees to provide Area Agency with materials that will be utilized for its own training. Area Agency reserves the right to review the independent training materials and either approve or reject.

25.0 INCLUSIVE CONTRACTOR

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract.

26.0 INDEMNIFICATION AND INSURANCE

26.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

26.2 Insurance Requirements

26.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, 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 Contractor, its agents, representatives, employees or subcontractors.

26.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

26.3 Minimum Scope and Limits of Insurance

The Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- | | |
|---|-----------------------------------|
| • General Aggregate | \$3,000,000 (ALTCS) / \$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 |

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included

with the Professional Liability.

2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their 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 Contractor.*
4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.2 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
1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds and their 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 Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
 2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
 - Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
 - Annual Aggregate \$2,000,000
1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.
 2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

26.3.5	Commercial Crime Policy or Blanket Fidelity Bond	.	.
:	Coverage amount is	:	\$100,000
	Coverage should include but is not limited to:		
	1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)		
	2. Money & Securities Inside/Outside		
	3. Computer Fraud		
	4. Funds Transferred (if applicable)		
	5. Forgery or Alteration		
	6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee		
	7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim		
	8. Coverage shall be extended to 3 rd parties		
26.4	<u>Additional Insurance Requirements</u>		
	The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:		
26.4.1	The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, 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).		
26.4.2	Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.		
26.4.3	Required Agencies:		
	☒ Area Agency on Aging, Region One Incorporated		
	☒ State of Arizona and Department of Economic Security		
	☐ Banner University Family Plan		
	☐ UnitedHealthcare Community Plan		
	☐ Mercy Care Plan		
26.5	<u>Notice of Cancellation</u>		
	Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor'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 Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency 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 Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.		
26.6	<u>Acceptability of Insurers</u>		
26.6.1	Contractor'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 Contractor from potential insurer insolvency.		
26.6.2	If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.		
26.7	<u>Verification of Coverage</u>		

Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

26.7.1 All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency'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.

26.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

26.7.3 All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor 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. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

26.9 **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

26.10 **Exceptions**

In the event the Contractor 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 Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.0 **IT 508 COMPLIANCE**

Unless specifically authorized in the Contract, any electronic or information technology offered to Area Agency under this Contract shall comply with A.R.S. §§ 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

28.0 **LEVELS OF SERVICE**

28.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.

28.2 Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of Area Agency and that Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by Area Agency.

28.3 Any administration within Area Agency may obtain services under this Contract.

28.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.

28.5 Area Agency makes no guarantee to purchase all of the service units authorized or to provide any

number of referrals. If quantities of units are specified, they are estimates only and Area Agency may decrease and/or increase them by providing written notice to the Contractor.

- 28.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract itemized service budget and/or budget summary.

29.0 LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location:
<https://des.az.gov/digital-library/limited-english-proficiency>.

30.0 NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of Area Agency under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Area Agency at the end of the period for which funds are available. The President/CEO of Area Agency shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to Area Agency in the event this provision is exercised, and Area Agency shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

31.0 NON-DISCRIMINATION

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

- 31.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

- 31.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

- 31.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

- 31.3.1 “Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, **(insert Contractor name here)** prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The **(insert Contractor name here)** must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the **(insert Contractor name here)** must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the **(insert Contractor name here)** will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **(insert Contractor contact person and phone number here)** “*Para obtener este documento en otro formato o obtener información adicional sobre esta política, (insert Contractor contact person and phone number here).*”

32.0 NOTICES

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

- 32.1 All notices shall reference the contract number.
- 32.2 The Contractor shall give written notice to Area Agency of changes to the following, and a written amendment to the contract shall not be necessary:
 - 32.2.1 Change of telephone number;
 - 32.2.2 Changes in the name and/or address of the person to whom notices are to be sent;
 - 32.2.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or
 - 32.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

33.0 ORDER OF PRECEDENCE

In addition to the Uniform Terms and Conditions, Section 2.3, the following shall apply:

- 33.1 In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:
 - 33.1.1 ADES Special Terms and Conditions;
 - 33.1.2 Uniform Terms and Conditions;
 - 33.1.3 Provider Specific Terms for Programs with ALTCS Funded Services
 - 33.1.4 Scope of Work;
 - 33.1.5 Service Specifications
 - 33.1.6 Area Agency Manuals, Policies and Directives
 - 33.1.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;
 - 33.1.8 Exhibits;
 - 33.1.9 Documents referenced or included in the Solicitation;

34.0 PANDEMIC CONTRACTUAL PERFORMANCE

- 34.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 34.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 34.1.2 Alternative methods to ensure there are services or products in the supply chain.
 - 34.1.3 An up to date list of company contacts and organizational chart.
- 34.2 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 Contract impossible or impracticable, Area Agency shall have the following rights:
 - 34.2.1 After the official declaration of a pandemic, Area Agency may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 - 34.2.2 Area Agency 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 of the Arizona Procurement Code.

- 34.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion may reinstate the temporarily voided Contract(s).

35.0 PARTICIPATION IN BOYCOTT OF ISRAEL

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

36.0 PAYMENTS

In addition to the Uniform Terms and Conditions, Section 4.1, the following shall apply:

- 36.1 Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and is identified on the Contract Summary page(s) and defined as follows:
- 36.1.1 ☒ Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish Area Agency with an accounting of actual costs. Increases to the service reimbursement ceiling shall only be made by a Contract Amendment.
- 36.1.2 ☐ Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.
- 36.2 Area Agency must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. Area Agency will issue payment based upon actual allowable costs incurred consistent with each service budget, budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. Area Agency may negotiate individual budget category, service code, activity or categories.
- 36.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the Area Agency for approval. A new Itemized Service Budget shall not be required.
- 36.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to Area Agency for prior approval by Area Agency. A new Itemized Service Budget shall be required.
- 36.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.
- 36.3 The Contractor shall report to Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions and service specifications or other Area Agency directives. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, Area Agency will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.
- 36.4 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.
- 36.5 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.
- 36.6 Under no circumstances shall Area Agency make payment to the Contractor:
- 36.6.1 That exceeds the unit authorized without an amendment to this contract;
- 36.6.2 That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget

without an amendment to this contract; or

36.6.3 For services performed prior to or after the term of the contract without timely extension or renewal of the contract.

36.8 Compensation for Rate or Fixed Price

36.8.1 Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.

36.8.2 The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.

36.8.3 The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.

36.8.4 The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.

36.8.5 The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.

36.8.6 The Area Agency President/CEO shall be the sole determiner of the availability of funds.

36.9 Compensation for Fixed Price with Price Adjustment

36.9.1 Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.

36.9.2 At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.

36.9.3 If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.

36.9.4 The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.

36.9.5 If claiming Indirect, Area Agency requires the Contractor to submit a letter of approval from a federally recognized, cognizant agency.

37.0 PAYMENT RECOUPMENT

The Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future

payments the following:

- 37.1 Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 37.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;
- 37.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
- 37.4 Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 37.5 Any amounts expended for items or purposes determined unallowable by Area Agency when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- 37.6 Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- 37.7 Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;
- 37.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;
- 37.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions; and
- 37.10 Any payments made for services rendered before the Contract begin date or after the Contract termination date.

38.0 PERSONNEL

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

39.0 PREDECESSOR AND SUCCESSOR CONTRACTS

The execution or termination of this Contract shall not be considered a waiver by Area Agency of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

40.0 PROFESSIONAL STANDARDS

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Contract.

41.0 RATE ADJUSTMENT

- 41.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. Area Agency will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of Area Agency. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.
- 41.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to the contract extension period.
- 41.3 The request shall include the contract number and service description.
- 41.4 The Contractor shall submit the request for a rate adjustment to:

or

ContractsDepartment@aaaphx.org

42.0 RECORDS

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

- 42.1 Contract service records will be maintained in accordance with this contract, contract amendment(s), scope(s) of work, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, meet the following standards:
- 42.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- 42.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card (front and back), wage rates, and effective dates of personnel actions affecting any of these items;
- 42.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 42.1.4 For Fixed Price with Price Adjustment contracts, include:
1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
 2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;
 3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and
 4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.
- 42.1.5 Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver's license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.
- 42.1.6 Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.
- 42.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 42.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
- 42.2.2 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.
- 42.2.3 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

43.0 RELATIONSHIP OF PARTIES

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

- 43.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by Area Agency or other funding source within this

contract.

- 43.2 Taxes or Social Security payments will not be withheld from Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

44.0 REPORTING REQUIREMENTS

- 44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to Area Agency as specified in the Scope of Work and Service Specifications no later than the tenth (10th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. *Reference Exhibit E.*
- 44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to Area Agency in the form set forth in the contract no later than the Area Agency appointed day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.
- 44.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to Area Agency a final program and fiscal reports. Failure to submit the final program and fiscal reports within the above time period may result, at the option of Area Agency, in forfeiture of final payment.
- 44.4 All reports shall reference the contract number and be submitted to the person designated by Area Agency.

45.0 RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

46.0 SUBCONTRACTS

In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:

- 46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of the Contract.
- 46.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:
- 46.2.1 Be on the Contractors company letterhead;
- 46.2.2 Be signed by an authorized representative of the Contractor; and
- 46.2.3 Contain the following information:
1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
 2. The certifications required of the subcontractor (if any);
 3. The subcontractor's small business status (if applicable);
 4. The type of goods and/or services to be provided by the subcontractor;
 5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
 6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
- 46.2.4 Area Agency reserves the right to request additional information deemed necessary about any proposed subcontractor. Area Agency reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the Area Agency.

46.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of the request.

47.0 SUBSTANTIAL INTEREST DISCLOSURE

47.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.

47.2 Leases or rental agreements or purchase of real property which are covered by Section 47.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

48.0 SUPPORTING DOCUMENTS AND INFORMATION

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

49.0 SUSPENSION OR DEBARMENT

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

50.0 TECHNICAL ASSISTANCE

Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

51.0 TERMINATION FOR ANY REASON

51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

51.2 In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.

51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

52.0 TERMINATION FOR DEFAULT

In addition to the Uniform Terms and Conditions, Section 9.5, Area Agency may immediately terminate this Contract if Area Agency determines that the health or welfare or safety of service recipients is endangered.

53.0 TRANSFER OF KNOWLEDGE

The Contractor shall, whenever feasible, share strategies and techniques with Area Agency staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

54.0 TRANSITION OF ACTIVITIES

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

55.0 UNALLOWABLE COSTS

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

56.0 VISITATION, INSPECTION AND COPYING

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

57.0 WARRANTY OF SERVICES

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, Area Agency may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

Uniform Terms and Conditions

1.0 DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 "Contract" means the combination of the Solicitation, Request for Proposals, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work, Service Specifications; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms implied by law.
- 1.3 "Contract Amendment" means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person, agency, entity that has a Contract with Area Agency. Contractor shall also be referred to as a provider.
- 1.5 "Days" means calendar days unless otherwise specified.
- 1.6 "Exhibit" means any item labeled as an Exhibit in the Solicitation and Contract or placed in the Exhibits section of the Solicitation and Contract.
- 1.7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 "Procurement Officer" means the Area Agency President/CEO or his or her designee, duly authorized by Area Agency to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2.0 CONTRACT INTERPRETATION

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 ADES Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Provider Specific Terms for Programs with ALTCS Funded Services
- 2.3.4 Scope of Work;
- 2.3.5 Service Specifications;

- 2.3.6 Area Agency manuals, policies and directives;
- 2.3.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions
- 2.3.8 Exhibits;
- 2.3.9 Documents referenced or included in the Solicitation.
- 2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.0 CONTRACT ADMINISTRATION AND OPERATION**
- 3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by Area Agency and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by Area Agency for testing and inspection.
- 3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by Area Agency to the person indicated on the Contract Signature Page and/or Facility Location page submitted by the Contractor unless otherwise stated in the Contract. Notices to Area Agency required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Area Agency President/CEO or designee.
- 3.7 **Property of the Area Agency.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. The Contractor is not

entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.

3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO or designee requesting the issuance of this contract.

3.9 **Federal Immigration and Nationality Act.** The contractor 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 contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should Area Agency determine that the contractor and/or any subcontractors be found noncompliant, Area Agency may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor 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. *"After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years whichever is longer."*

3.11 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 COSTS AND PAYMENTS

4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.

4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 **Applicable Taxes.**

4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.

4.3.2 **State and Local Transaction Privilege Taxes.** The State of Arizona and Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State, Area Agency, and its funders harmless from any responsibility for

taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Area Agency, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State or Area Agency for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 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 goods or services are not funded, the State and/or Area Agency may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract; or

4.5.3 Cancel the contract and re-solicit the requirements.

5.0 CONTRACT CHANGES

5.1 Amendments. This Contract is issued under the authority of the Area Agency President/CEO who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6.0 RISK AND LIABILITY

6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification.

6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2 Public Agency Language Only. 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, officials, agents, employees, or volunteers."

- 6.2.3 **Indemnification for Subcontractor.** In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.
- 6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 **Force Majeure.**
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 **Third Party Antitrust Violations.** The Contractor assigns to Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied

by third parties to the Contractor, toward fulfillment of this Contract.

7.0 WARRANTIES

- 7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Area Agency of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Fitness.** The Contractor warrants that any material supplied to Area Agency shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by Area Agency.
- 7.5 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**
- 7.6.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Area Agency or State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 CONTRACTUAL REMEDIES

- 8.1 **Right to Assurance.** If Area Agency in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Area Agency's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 **Stop Work Order.**
- 8.2.1 The Area Agency may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all

reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 **Non-exclusive Remedies.** The rights and the remedies of the Area Agency under this Contract are not exclusive.

8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Area Agency may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 **Right of Offset.** Area Agency shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by Area Agency, or damages assessed by Area Agency concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 **CONTRACT TERMINATION**

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, Area Agency may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 **Gratuities.** Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 **Suspension or Debarment.** Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency.

9.4 **Termination for Convenience.** Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 **Termination for Default.**

9.5.1 In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.

9.5.3 The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 **CONTRACT CLAIMS**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 **ARBITRATION**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract 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 (Title 41).

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

16.0 CONGREGATE MEALS

16.1 Purpose Statement

16.1.1 The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

16.2 Service Description

16.2.1 Taxonomy Definition - A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual in a congregate setting.

16.2.2 Service Description: Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Link individuals with community-based services and provide resources for physical and health interventions, where available.

16.2.3 The Older Americans Act as amended in 2006 adopted one-third (1/3) of Dietary Reference Intakes as the meal standard.

16.2.4 Eligibility Requirements – The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

16.3 Service Requirements – The Contractor shall provide:

16.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.
3. Utilize a mechanism to solicit the advice and expertise of:
 - a) A dietitian or other individual meeting the requirements in Section 17.4;
 - b) Meal participants; and
 - c) Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.
4. Compose menus in English as well as the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
 - a) Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
 - b) Plan menus considering the availability of foods during seasons when they are most plentiful.
 - c) Plan, prepare, provide and serve meals in accordance with the ADES, DAAS “Nutrition, Food Service, and Wellness Manual as amended.
 - d) Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
 - ii. Plan the menu with a majority (≥ 80%) as hot meals.
 - iii. Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
6. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor’s standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
 - a) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS “Nutrition, Food Service, and Wellness Manual” and as may be amended.

16.3.2

Meal Preparation and Service

1. Prepare and serve congregate meals in compliance with all municipal, county, state, tribal, and federal requirements related to the food service operation.
2. Prepare or arrange for preparation and service of meals and adhere to approved menus as written.
 - b) Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans.
 - c) Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1.
 - d) All substitutions shall be documented on the approved menu for site review.
3. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
4. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
5. Maintain a distinct and physical separation between dining areas and food preparation areas.
6. Use facilities and equipment that are suitable and accessible for individuals who are functionally limited when providing congregate meals.
7. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease and safety.
8. Post menus at the site at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
9. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
10. Document the number of meals provided each month at each location.
11. Review food service expenditures annually in order to further cost-effective management of expenses.
12. Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
13. Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.

16.3.3

Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.

16.3.4

Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two (2) sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information is backed by credible research. Only materials from reputable sources shall be used such as The Academy of Nutrition Dietetics, United States Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease

- Control, Administration on Aging, and the National Institute on Aging.
5. Publicly Post and advertise nutrition education sessions/activities in advance.
 6. Require that each center/site develops and submits to the Contractor an outline of the proposed nutrition education program annually. Outlines are to be maintained and monitored for compliance.
 7. Document the date, topic, name of presenter and the number of people who attended the nutrition education. Documentation to be retained for at least one (1) year at the center/site for annual audit purposes.
 8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter.
 - a) Those at high nutritional risk with a score of six (6) or higher are referred to a healthcare professional for nutrition-related counseling.

16.3.5 **Social Interaction**

1. Provide activities that encourage social interaction, e.g., recreation and group activities in concert with meals provided.
2. Establish and maintain project/site councils comprised of attendees to provide input on activities and meals.

16.3.6 **Site Monitoring**

1. Monitor on an annual basis the centers/sites for compliance to the ADES requirements.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
3. Conduct timely monitoring to verify completion of corrective actions taken by centers/sites.

16.4 **Licensure/Certification Requirements**

16.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

16.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

16.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, are in good standing with the Board, and meet continuing education requirements.

16.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment. Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

16.5 **Reporting Unit**

16.5.1 One (1) unit of service equals one (1) meal.

CONGREGATE MEALS

1. SERVICE DESCRIPTION
 - a. To provide for delivery of congregate meals.
2. STAFFING REQUIREMENTS
 - a. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
 - b. Ongoing training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the service on their own. Training must minimally include:
 1. Require that all food handlers pass a course approved by the Maricopa County Health Department within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
 2. Document staff certification and training in personnel files.
 3. Contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
3. CLIENT CONTRIBUTION POLICIES
 - a. All eligible clients shall be provided the opportunity to contribute toward the cost of service.
 - b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
 - c. Suggested contribution rates shall be developed by the Contractor through the site council or a participant body and reviewed annually. Any suggested contribution shall not imply a charge.
 - d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during service delivery or by mail.
 - e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
 - f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.
4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

 - a. All congregate meal operations must be conducted using the Area Agency electronic database.
 - b. Reports and documentation must be reported on a calendar month only as follows:
 - i. program reports completed by the 5th of each month.
 - ii. financial statement completed by the 10th of each month.
5. DEFINITION OF UNIT OF SERVICE
 - a. One unit of service equals one meal served to a client.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

29.0 MULTIPURPOSE CENTER OPERATIONS

29.1 Purpose Statement

29.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

29.2 Service Description

29.2.1 Taxonomy Definition - A service that operates facilities and maintains activities necessary for the delivery of services.

29.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

29.2.3 Activities and services are planned based on the participant's needs and preferences.

29.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to: chair exercises, aerobics, balance exercises, yoga, and Tai Chi;
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures;
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos;
4. Other educational and recreational activities such as gardening, computer training, dancing;
5. Outreach to the community on the available programs and services; and
6. Assistance and information for available services such as housing, transportation, and legal services.

29.2.5 Centers that serve as nutrition sites provide meals that meet one-third (1/3) of the Dietary Reference Intakes.

29.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

29.3 Service Requirements – The Contractor shall provide:

29.3.1 Operations:

1. Provide services to meet the cultural and language needs of those being served;
2. Employ bilingual staff in centers whose participants have limited English proficiency;
3. Maintain records (e.g., client participation, financial, staffing, activities);
4. Establish and post a donation/contribution policy for services;
5. Train staff on services related to older adults and those with disabilities including but not limited to cultural sensitivity, bullying, and discrimination;
6. Establish and maintain project/site councils;
7. Involve participants in program planning and implementation; and
8. Develop and distribute a monthly calendar of activities.

29.3.2 Information on available services:

1. Maintain and update a resource file of currently available services and resource referrals; and
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

29.3.3 Referral and assistance in accessing the services:

1. Assess/determine the services needed by individuals and groups;
2. Contact agencies providing the identified services;
3. Provide/arrange for transportation of individuals and groups to services when necessary;
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities; and
5. Provide follow-up with individual and with agency providing service to ensure contact was made.

29.3.4 Outreach:

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities;
2. Provide written and verbal information to community groups on services available at the center and offered by other agencies; and
3. Conduct home visits to home-bound older adults and those with disabilities in the community to conduct wellness checks.

- 29.3.5 Education:
1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics but not limited to consumer fraud and scams and continuing education, retirement and financial planning;
 2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals;
 3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals;
 4. Develop and maintain on-going physical activity programs;
 5. Coordinate with local community resources to provide health screening and health risk assessments; and
 6. Provide training on the self-management of chronic conditions.
- 29.3.6 Volunteer Opportunities:
1. Designate a volunteer coordinator to provide relevant volunteer opportunities for older individuals;
 2. Implement a volunteer recruitment system;
 3. Provide job descriptions for volunteers; and
 4. Provide and document training for volunteers.
- 29.3.7 Recreational Activities:
1. Provide recreational activities appropriate to the physical and emotional needs of older individuals;
- 29.3.8 Intergenerational Programs:
1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.
- 29.4 **Licensure/Certification Requirements**
- 29.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.
- 29.5 **Reporting Unit**
- 29.5.1 One (1) unit of service equals 60 minutes of service time.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

39.0 SOCIALIZATION AND RECREATION

39.1 **Purpose Statement**

39.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

39.2 **Service Description**

39.2.1 **Taxonomy Definition** - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

39.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

39.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

39.2.4 Services include a variety of individual and group activities such as but not limited to:

1. Physical such as exercises, Tai Chi, yoga, dancing, and walking;
2. Developmental such as writing, drawing, reading, crafting, and painting;
3. Emotional such as support groups and discussions;
4. Cognitive such as games, and puzzles that promote memory and thinking; and
5. Social such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

39.3 **Service Requirements – The Contractor shall provide the following:**

39.3.1 Assess the preferences and needs of the participants individually and/or as a group.

39.3.2 Develop and implement an activity plan in collaboration with the program participants.

39.3.3 Establish and maintain working relationships with community resources.

39.3.4 Utilize community resources for the provision of services.

39.3.5 Provide training and instructional techniques to encourage participation in program activities and to help individuals to independently choose and perform a variety of social and recreation activities.

39.3.6 Actively enlist participation in the service.

39.3.7 Provide a variety of recreational and social activities.

39.3.8 Document activities in which the individual participated.

39.3.9 Providing training to paid and volunteer staff.

39.3.10 Establish and maintain Project/Site Councils.

39.4 **Reporting Unit**

39.4.1 One (1) unit of service equals 60 minutes of staff time.

**MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION**

1. SERVICE STANDARDS

Contractor shall comply with the following minimum standards:

- a. Health Promotion
Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
- b. Exercise
Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.
- c. Staffing
Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).

2. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION

Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work.

3. ADDITIONAL REPORTING UNIT DEFINITIONS

Area Agency recognizes two forms of units for this service:

- a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
- b. Staff hour: the staff reporting time is limited to the following categories:
 - i. program planning.
 - ii. conducting activities.
 - iii. providing social services.
 - iv. conducting outreach.
 - v. volunteer coordination to include recruitment, supervision, recognition.
 - vi. staff training provided to contractor staff / volunteers.
 - vii. continuing education for staff / volunteers.

For reporting, a program may combine staff hours and activity hours for total units.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. all health promotion and exercise sessions must be reported using the Area Agency electronic database.
- b. reports and documentation must be reported as follows:
 - i. program report for activities completed by the 5th of each month.
 - ii. program report for MCO units completed by the 5th of each month.
 - iii. financial statement completed by the 10th of each month.

FACILITY LOCATION CHART

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

City of Surprise

Site Name, Address, Phone#, Fax#	Subcontract	Contracted Services by Site	Days and Hours of Operation by Site	Geographic Area or PSA to be Served
City of Surprise Senior Center 15832 N. Hollyhock St. Surprise, AZ 85378 623-222-1500 623-222-1501	☐	Congregate Meals, Multipurpose Center Operations	Mon - Fri 8:00am - 4:00pm	PSA1

HOLIDAY OBSERVANCES

A ☒ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

☒ New Year's Day	☒ Juneteenth	☒ Veteran's Day	☒ Other: Saff in-service day in July TBD
☒ Martin Luther King Jr's	☒ Independence Day	☒ Thanksgiving Day	☐ Other: Type here
☒ President's Day	☐ Rosh Hashanah	☒ Day after Thanksgiving	☐ Other: Type here
☐ Cesar Chavez Day	☒ Labor Day	☐ Christmas Eve	☐ Other: Type here
☐ Good Friday	☐ Yom Kippur	☒ Christmas Day	☐ Other: Type here
☒ Memorial Day	☐ Columbus Day	☐ New Year's Eve	☐ Other: Type here

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
- (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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of 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 into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF SURPRISE

Signature and Date

Seth Dyson, Director HSCV

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION
Lower tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

CITY OF SURPRISE

Signature and Date

Seth Dyson, Director HSCV

EXHIBIT A

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EXHIBIT B

AAA-1344A FORENG (8-21)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services

DIRECT SERVICE POSITION

You have applied for a position that provides direct services to children or vulnerable adults. Arizona Revised Statutes (ARS § 8-804.1) require you to certify, under penalty of perjury, whether an allegation of abuse or neglect was made against you and was substantiated. If your certification does not indicate a current investigation or a substantiated report of abuse or neglect, your employer may permit you to provide direct services pending the findings of a Central Registry Background Check by the Division of Aging and Adult Services. Your employer is required to keep this form and all information provided on it as confidential.

Name (Last, First, M.I.) _____ SOC.SEC.NO. _____

Date of Birth _____ Aliases (e.g., maiden, nicknames) _____

Address (No., Street) _____

City _____ State _____ ZIP Code _____

Are you currently the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding? ☐ Yes ☐ No

If Yes, to the question immediately above:

What was the allegation(s)?

When was the investigation(s) conducted? _____

Where was the investigation(s) conducted? _____

If you wish to provide additional information see Direct Service Position Supplement.

STATEMENT OF CERTIFICATION

By signing this form, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.

Signature _____ Date _____

Employers: Maintain this form as confidential.

EXPLANATION

If you have ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding, you may provide an explanation of the incident of child abuse or neglect. Do not include the name of any child or any person involved in the investigation. If more space is needed, attach additional sheets.

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local.

EXHIBIT C

LCR-1034A FORNA (10-19)
Previous versions not accepted

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Page 1 of 6

CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

Your fingerprints will be submitted to the Arizona Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) for a criminal history check. Your self-disclosure on this affidavit and the information provided by your criminal history check will be used, as authorized by Public Law and Arizona Revised Statutes, to help us determine your fitness to have unsupervised access to vulnerable persons. **Your failure to disclose true and accurate information on this affidavit will be sufficient grounds to end your employment or to deny, suspend, or revoke your license and may be referred to the State Attorney General's Office for prosecution.**

Be sure that you go over all six (6) pages of the self-disclosure affidavit.

You have the right to obtain a copy of any background check report and challenge the accuracy or completeness of information contained in the report. If you challenge the information, you also have a right to prompt determination as to the validity of your challenge. To obtain a copy of your background check report, contact the DPS Records Unit, ACJIS Division at (602) 223-2222.

Name (First, Middle, Last): _____ Date of Birth (MM/DD/YY): _____

Address (No., Street, Apt. No.): _____

City: _____ State: _____ ZIP Code: _____

Check one of the following and provide information as directed:

- ☐ I have not been convicted of nor am I under pending indictment for any crimes.
- ☐ I have been convicted of or I am under pending indictment for the following crime(s) (Provide dates, location/ jurisdiction, circumstances and outcome. Attach additional pages as needed):

ALSO – Check one of the following:

- ☐ I am not subject to registration as a sex offender in Arizona or in any other jurisdiction.
- ☐ I am subject to registration as a sex offender in Arizona or in any other jurisdiction. (If you are subject to registration as a sex offender in this state or any other jurisdiction, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.)

I certify that I understand this affidavit. My self-disclosure is true, accurate, and complete to the best of my knowledge.

Signature: _____ Date: _____

Notary Public

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

See page 6 for EOE/ADA disclosures

Non-Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are subject to registration as a sex offender in this state or any other jurisdiction, or awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating, or conspiring to commit one or more of the crimes in this section DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.

Expunged convictions from any court other than juvenile court must be identified.

	YES	NO
1. Sexual abuse of vulnerable adult	☐	☐
2. Incest	☐	☐
3. Homicide, including first or second-degree murder, manslaughter and negligent homicide	☐	☐
4. Sexual assault	☐	☐
5. Sexual exploitation of a minor or vulnerable adult	☐	☐
6. Commercial sexual exploitation of a minor or vulnerable adult	☐	☐
7. Child prostitution as prescribed in A.R.S. § 13-3212	☐	☐
8. Child abuse	☐	☐
9. Felony child neglect	☐	☐
10. Sexual conduct with a minor	☐	☐
11. Molestation of a child or vulnerable adult	☐	☐
12. Dangerous crime against children as defined in A.R.S. § 13-705	☐	☐
13. Exploitation of minors involving drug offenses	☐	☐
14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206	☐	☐
15. Neglect or abuse of a vulnerable adult	☐	☐
16. Sex trafficking	☐	☐
17. Sexual abuse	☐	☐
18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3502	☐	☐
19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506	☐	☐
20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01	☐	☐
21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512	☐	☐
22. Luring a minor for sexual exploitation	☐	☐
23. Enticement of persons for purposes of prostitution	☐	☐
24. Procurement by false pretenses of persons for purposes of prostitution	☐	☐
25. Procuring or placing persons in a house of prostitution	☐	☐
26. Receiving earnings of a prostitute	☐	☐
27. Causing one's spouse to become a prostitute	☐	☐
28. Detention of persons in a house of prostitution for debt	☐	☐
29. Keeping or residing in a house of prostitution or employment in prostitution	☐	☐
30. Pandering	☐	☐
31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308	☐	☐

	YES	NO
32. Transporting persons for the purpose of prostitution, polygamy and concubinage	☐	☐
33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555	☐	☐
34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558	☐	☐
35. Any felony offense involving contributing to the delinquency of a minor	☐	☐
36. Unlawful sale or purchase of children	☐	☐
37. Child bigamy	☐	☐
38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than \$250, but less than \$1000 if the offense was committed before June 29, 2009	☐	☐
39. Felony indecent exposure	☐	☐
40. Felony public sexual indecency	☐	☐
41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card	☐	☐
42. Terrorism	☐	☐
43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03	☐	☐

Appealable 5 Years After Conviction

The following felony offenses are non-appealable if committed within 5 years of the date you apply for a Level 1 Fingerprint Clearance Card. If you have been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of the crimes in this section *within 5 years* of applying for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the denial.

If the conviction was *more than 5 years* before you apply for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the denial to the Arizona Board of Fingerprinting.

Mark "Within 5 Years," "Over 5 Years" or "No" as applicable.

	WITHIN 5 YEARS	OVER 5 YEARS	NO
1. Endangerment	☐	☐	☐
2. Threatening or intimidating	☐	☐	☐
3. Assault	☐	☐	☐
4. Aggravated assault	☐	☐	☐
5. Unlawfully administering intoxicating liquors, narcotic drugs or dangerous drugs	☐	☐	☐
6. Dangerous or deadly assault by prisoner or juvenile	☐	☐	☐
7. Prisoners who commit assault with intent to incite to riot or participate in riot	☐	☐	☐
8. Assault by vicious animals	☐	☐	☐
9. Drive by shooting	☐	☐	☐
10. Assaults on public safety employees or volunteers and state hospital employees	☐	☐	☐
11. Discharging a firearm at a structure	☐	☐	☐
12. Prisoner assault with bodily fluids	☐	☐	☐
13. Aiming a laser pointer at a peace officer	☐	☐	☐
14. Possession and sale of peyote	☐	☐	☐
15. Possession and sale of a vapor-releasing substance containing a toxic substance	☐	☐	☐

	WITHIN 5 YEARS	OVER 5 YEARS	NO
16. Selling or giving nitrous oxide to underage persons	☐	☐	☐
17. Sale of regulated chemicals	☐	☐	☐
18. Sale of precursor chemicals	☐	☐	☐
19. Production or transportation of marijuana	☐	☐	☐
20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs	☐	☐	☐
21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs	☐	☐	☐
22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs	☐	☐	☐
23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15	☐	☐	☐
24. Involving or using minors in drug offenses	☐	☐	☐
25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone	☐	☐	☐
26. Possession, manufacture, delivery and advertisement of drug paraphernalia	☐	☐	☐
27. Use of wire communication or electronic communication in drug-related transactions	☐	☐	☐
28. Using a building for sale or manufacture of dangerous or narcotic drugs	☐	☐	☐
29. Manufacture or distribution of prescription-only drug	☐	☐	☐
30. Manufacture, distribution, possession or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs	☐	☐	☐
31. Manufacture of certain substances and drugs by certain means	☐	☐	☐

Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the decision to the Arizona Board of Fingerprinting.

	YES	NO
1. Theft	☐	☐
2. Theft by extortion	☐	☐
3. Shoplifting	☐	☐
4. Forgery	☐	☐
5. Criminal possession of a forgery device	☐	☐
6. Obtaining a signature by deception	☐	☐
7. Criminal impersonation	☐	☐
8. Theft of a credit card or obtaining a credit card by fraudulent means	☐	☐
9. Receipt of anything of value obtained by fraudulent use of a credit card	☐	☐
10. Forgery of a credit card	☐	☐

	YES	NO
11. Fraudulent use of a credit card	☐	☐
12. Possession of any machinery, plate or other contrivance or incomplete credit card	☐	☐
13. False statements as to financial condition or identity to obtain a credit card	☐	☐
14. Fraud by persons authorized to provide goods or services	☐	☐
15. Credit card transaction record theft	☐	☐
16. Misconduct involving weapons	☐	☐
17. Misconduct involving explosives	☐	☐
18. Depositing explosives	☐	☐
19. Misconduct involving simulated explosives	☐	☐
20. Concealed weapon violation	☐	☐
21. Misdemeanor indecent exposure	☐	☐
22. Misdemeanor public sexual indecency	☐	☐
23. Aggravated criminal damage	☐	☐
24. Adding poison or other harmful substance to food, drink or medicine	☐	☐
25. A criminal offense involving criminal trespass under Title 13, Chapter 15	☐	☐
26. A criminal offense involving criminal burglary under Title 13, Chapter 15	☐	☐
27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism	☐	☐
28. Misdemeanor offenses involving child neglect	☐	☐
29. Misdemeanor offenses involving contributing to the delinquency of a minor	☐	☐
30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601	☐	☐
31. Felony offenses involving domestic violence if the offense only involved criminal damage in the amount of \$250 but less than \$1000 and the offense was committed before June 29, 2009	☐	☐
32. Arson	☐	☐
33. Criminal damage	☐	☐
34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818	☐	☐
35. Taking identity of another person or entity	☐	☐
36. Aggravated taking identity of another person or entity	☐	☐
37. Trafficking in the identity of another person or entity	☐	☐
38. Cruelty to animals	☐	☐
39. Prostitution as described in A.R.S. § 13-3214	☐	☐
40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513	☐	☐
41. Welfare fraud	☐	☐
42. Kidnapping	☐	☐
43. Robbery, aggravated robbery or armed robbery	☐	☐
44. Misdemeanor endangerment	☐	☐
45. Misdemeanor threatening or intimidating	☐	☐
46. Misdemeanor assault	☐	☐
47. Misdemeanor aggravated assault	☐	☐
48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs	☐	☐

	YES	NO
49. Misdemeanor dangerous or deadly assault by prisoner or juvenile	☐	☐
50. Misdemeanor prisoners who commit assault with intent to incite riot or participate in riot	☐	☐
51. Misdemeanor assault by vicious animals	☐	☐
52. Misdemeanor drive-by shooting	☐	☐
53. Misdemeanor assaults on public safety employees or volunteers and state hospital employees	☐	☐
54. Misdemeanor discharging a firearm at a structure	☐	☐
55. Misdemeanor prisoner assault with bodily fluids	☐	☐
56. Misdemeanor aiming a laser pointer at a peace officer	☐	☐
57. Misdemeanor possession and sale of peyote	☐	☐
58. Misdemeanor possession and sale of a vapor-releasing substance containing a toxic substance	☐	☐
59. Misdemeanor selling or giving nitrous oxide to underage persons	☐	☐
60. Misdemeanor sale of regulated chemicals	☐	☐
61. Misdemeanor sale of precursor chemicals	☐	☐
62. Misdemeanor production or transportation of marijuana	☐	☐
63. Misdemeanor possession, use or sale of marijuana, dangerous drugs or narcotic drugs	☐	☐
64. Misdemeanor possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs	☐	☐
65. Misdemeanor administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs	☐	☐
66. Misdemeanor manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15	☐	☐
67. Misdemeanor involving or using minors in drug offenses	☐	☐
68. Misdemeanor possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone	☐	☐
69. Misdemeanor possession, manufacture, delivery and advertisement of drug paraphernalia	☐	☐
70. Misdemeanor use of wire communication or electronic communication in drug-related transactions	☐	☐
71. Misdemeanor using a building for sale or manufacture of dangerous or narcotic drugs	☐	☐
72. Misdemeanor manufacture or distribution of prescription-only drug	☐	☐
73. Misdemeanor manufacture, distribution, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs	☐	☐
74. Misdemeanor manufacture of certain substances and drugs by certain means	☐	☐

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Developmental Disabilities ADA Coordinator at 602-771-2893; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local

EXHIBIT D

LCR-1034A FORS (10-19)
No se aceptan versiones anteriores

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Página 1 de 6

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este affidavit y la información provista por la comprobación de su historial criminal, para determinar su conveniencia por tener acceso sin restricción a las personas vulnerables. El dejar de revelar información verdadero y preciso en este affidavit será motivo de terminar su empleo o de denegar, suspender o revocar su licencia y puede que le remitimos a la oficina de Procurador General para que le puede enjuiciar.

Asegúrese que revise todas las seis (6) páginas del affidavit de auto revelación.

Usted tiene derecho de obtener una copia de todo informe acerca de su historial criminal y recusar la exactitud o integridad de la información contenida en el informe. Si recusa la información, también tiene derecho a una determinación pronta en cuanto a la validez de su recusación. Para obtener una copia del informe de su comprobación de historial criminal, comuníquese con la DPS Records Unit, ACJIS Division al (602) 223-2222.

Nombre (Nombre, segundo, apellido): _____ Fecha de nacimiento (MM/DD/YY): _____

Dirección (Núm., calle, núm. de apto.): _____

Ciudad: _____ Estado: _____ Código postal: _____

Marque una de lo siguiente y proveer la información según las instrucciones:

- ☐ No he sido declarado culpable ni estoy acusado de ningún delito.
- ☐ He sido declarado culpable de o estoy acusado de los siguientes delitos (s) (Provea la fecha, local/jurisdicción, circunstancias y resultado. Adjunta páginas adicionales como sea necesario):

TAMBIÉN – Marque una de lo siguiente:

- ☐ No estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción.
- ☐ Estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción. (Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y **NO TENDRÁ** derecho de apelar la decisión.)

Certifico que entiendo este affidavit. Mi auto-revelación es verdadera, precisa y completa según mi leal saber.

Firma: _____ Fecha: _____

Notary Public (Notario publico)

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

Vea la página 6 para leer la declaracion de EOE/ADA

Infracciones no apelables

¿Espera usted juicio para o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en este estado o un delito similar en otra jurisdicción? Marque "Sí" o "No" como sea aplicable.

Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, o espera juicio por o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en esta sección DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted **NO TENDRÁ** derecho de apelar la decisión.

Condenas expurgadas de algún tribunal aparte del tribunal juvenil deben ser identificadas.

	SÍ	NO
1. Abuso sexual abuse de un adulto vulnerable	☐	☐
2. Incesto	☐	☐
3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente	☐	☐
4. Agresión sexual	☐	☐
5. Explotación de un menor o un adulto vulnerable	☐	☐
6. Explotación sexual comercial de un menor o un adulto vulnerable	☐	☐
7. Prostitución de un menor según A.R.S. § 13-3212	☐	☐
8. Abuso infantil	☐	☐
9. Negligencia de niño que sea un delito grave	☐	☐
10. Conducta sexual con un menor	☐	☐
11. Abuso inhumano de un menor o adulto vulnerable	☐	☐
12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705	☐	☐
13. Explotación de menores para delitos relacionados con drogas	☐	☐
14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206	☐	☐
15. Negligencia o abuso de un adulto vulnerable	☐	☐
16. Trafico de sexo	☐	☐
17. Abuso sexual	☐	☐
18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502	☐	☐
19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506	☐	☐
20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01	☐	☐
21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512	☐	☐
22. Seducir a un menor para el propósito de explotación sexual	☐	☐
23. Incitar a cualquier personas para propósitos de prostitución	☐	☐
24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución	☐	☐
25. Instigar o colocar personas en una casa de prostitución	☐	☐
26. Recibir ganancias de una persona prostituida	☐	☐
27. Causar prostitución de su cónyuge	☐	☐
28. Detención de personas en una casa de prostitución para satisfacer deudas	☐	☐
29. Mantener o residir en una casa de prostitución o empleo en prostitución	☐	☐
30. Proxenetismo	☐	☐

	SÍ	NO
31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308	☐	☐
32. Transporte de personas para propósitos de prostitución, poligamia y concubinato	☐	☐
33. Representar un adulto como un menor según A.R.S. § 13 3555	☐	☐
34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558	☐	☐
35. Algún delito que incluye contribuir a la delincuencia de un menor	☐	☐
36. La venta o compra ilegal de niños	☐	☐
37. Bigamia infantil	☐	☐
38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de \$250, pero menos de \$1000 si los delitos fueron cometidos antes del 29 de junio de 2009	☐	☐
39. Delito grave de exhibicionismo	☐	☐
40. Delito grave de indecencia sexual pública	☐	☐
41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1	☐	☐
42. Terrorismo	☐	☐
43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03	☐	☐

Apelable 5 años después de condena

No se pueden apelar los siguientes delitos **graves** si se fueron cometidos dentro de 5 años antes de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1. Si usted ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de los delitos en esta sección *dentro de 5 años* de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará tarjeta de autorización de Nivel 1 de huellas digitales y usted **NO SERÁ** elegible para apelar la denegación.

Si la condena fue *más de 5 años* antes de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará una tarjeta de autorización de Nivel 1, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

Marque "Dentro de 5 Años," "Más de 5 años" o "No" como sea aplicable.

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
1. Imprudencia riesgosa	☐	☐	☐
2. Incendio intencional	☐	☐	☐
3. Agresión	☐	☐	☐
4. Agresión agravada	☐	☐	☐
5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas	☐	☐	☐
6. Agresión peligrosa o mortal por parte de prisionero o menor	☐	☐	☐
7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín	☐	☐	☐
8. Agresión mediante animales viciosos	☐	☐	☐
9. Tiroteo desde auto	☐	☐	☐
10. Agresión contra los empleados o voluntarios y empleados del hospital estatal	☐	☐	☐
11. Disparar un arma de fuego contra una estructura	☐	☐	☐
12. Agresión por parte de prisionero con fluidos corporales	☐	☐	☐

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
13. Apuntar un Láser a un agente de las fuerzas del orden	☐	☐	☐
14. Posesión y venta de peyote	☐	☐	☐
15. Posesión y venta de alguna sustancia vaporoso que contiene sustancias tóxicas	☐	☐	☐
16. Vender o dar óxido nitroso a personas de menor de edad	☐	☐	☐
17. La venta de químicas reglamentadas	☐	☐	☐
18. La venta de químicos precursores	☐	☐	☐
19. Producción o transportación de la marihuana	☐	☐	☐
20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas	☐	☐	☐
21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta	☐	☐	☐
22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas	☐	☐	☐
23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años	☐	☐	☐
24. El hacer participar o usar menores durante delitos de drogas	☐	☐	☐
25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas	☐	☐	☐
26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas	☐	☐	☐
27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas	☐	☐	☐
28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas	☐	☐	☐
29. El fabricar o distribuir drogas disponibles solo por receta	☐	☐	☐
30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación	☐	☐	☐
31. Manufactura de ciertas sustancias y drogas a través de ciertos medios	☐	☐	☐

Delitos apelables

¿Está usted esperando el juicio de o alguna vez ha sido usted condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos en este estado o delito similar en otra jurisdicción? Marque "Sí" o "No" según lo aplicable.

Si usted está esperando el juicio para o ha sido condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos, DPS denegará, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

	SÍ	NO
1. Hurto	☐	☐
2. Robo mediante extorsión	☐	☐
3. Hurto de mercancías en una tienda o negocio	☐	☐
4. Falsificación	☐	☐
5. Posesión criminal de un instrumento de falsificación	☐	☐
6. Obtener una firma mediante decepción	☐	☐
7. Personificación criminal	☐	☐
8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos	☐	☐

EXHIBIT E

Area Agency on Aging, Region One Billing Time Frames

Billing Month	Billing Due	Re-billing Due	Re-billing Time Limit
July	August 10 th	November 10 th	3 months
August	September 10 th	November 10 th	2 months
September	October 10 th	November 10 th	1 month
October	November 10 th	February 10 th	3 months
November	December 10 th	March 10 th	3 months
December	January 10 th	April 10 th	3 months
January	February 10 th	May 10 th	3 months
February	March 10 th	June 10 th	3 months
March	April 10 th	July 10 th	3 months
April	May 10 th	July 10 th	2 months
May	June 10 th	July 10 th	1 month
June	July 10 th	July 10 th	0 month

EXHIBIT F

Site: Click or tap here to enter text.

Time of Incident: Click or tap here to enter text.

Name(s) of Person(s) involved: Click or tap here to enter text.

Telephone report given by: _____ Date: _____ Time: _____

Use additional pages if necessary.

[illegible]

Instructions

Page 325 of 700

COMMUNICATION PAGE
(not an integral page of the Contract)

EMAIL COMMUNICATIONS TO:

Seth.dyson@surpriseaz.gov



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 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 approval of the Final Plat entitled, "Sunshine Estates" and dated May 6, 2024, a property located south of the intersection of Jomax Road and 237th Avenue; Case FS23-0870.

Motion:

I move to approve the Final Plat entitled, "Sunshine Estates" and dated May 6, 2024.

Background:

Michael Klein of Sunshine Alliance LLC seeks approval of a Final Plat of the subject property located south of the intersection of Jomax Road and 237th Avenue. The proposed Final Plat splits the subject property, one (1) existing parcel of approximately 10.11 gross acres, into five (5) parcels.

Objective Analysis:

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

Policy Compliant:

While the proposed Final Plat is not consistent with the Surprise General Plan 2035 due to this parcel being located within the Employment character area of the General Plan, established to buffer residential from the flight paths of Luke Air Force Base, this parcel is already entitled for rural residential development and is in compliance with the development standards outlined in the City of Surprise Land Development Ordinance for rural residential.

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 - FS23-0870 Sunshine Estates Final Plat - Staff Report
 2. 01 - FS23-0870 Sunshine Estates Final Plat - Vicinity Map
 3. 02 - FS23-0870 Sunshine Estates Final Plat - Zoning Map
 4. 03 - FS23-0870 Sunshine Estates Final Plat - Final Plat
 5. 04 - FS23-0870 Sunshine Estates Final Plat - Final Plat Exhibit
 6. 05 - FS23-0870 Sunshine Estates Final Plat - Luke AFB Letter
 7. FS23-0870 Sunshine Estates Final Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS23-0870

Project Name: Sunshine Estates Final Plat

Council District: 1 – Acacia

City Council Date: August 6, 2024

Planner: Jani Wertin, Planner II

Owner: Sunshine Alliance LLC

Applicant: Michael Klein of Sunshine Alliance LLC

Request: Final Plat to subdivide one (1) parcel approximately 10.11 gross acres, into five (5) parcels.

Site Location: Located south of the intersection of Jomax Road and 237th Avenue

Site Size: Approximately 10.11 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.

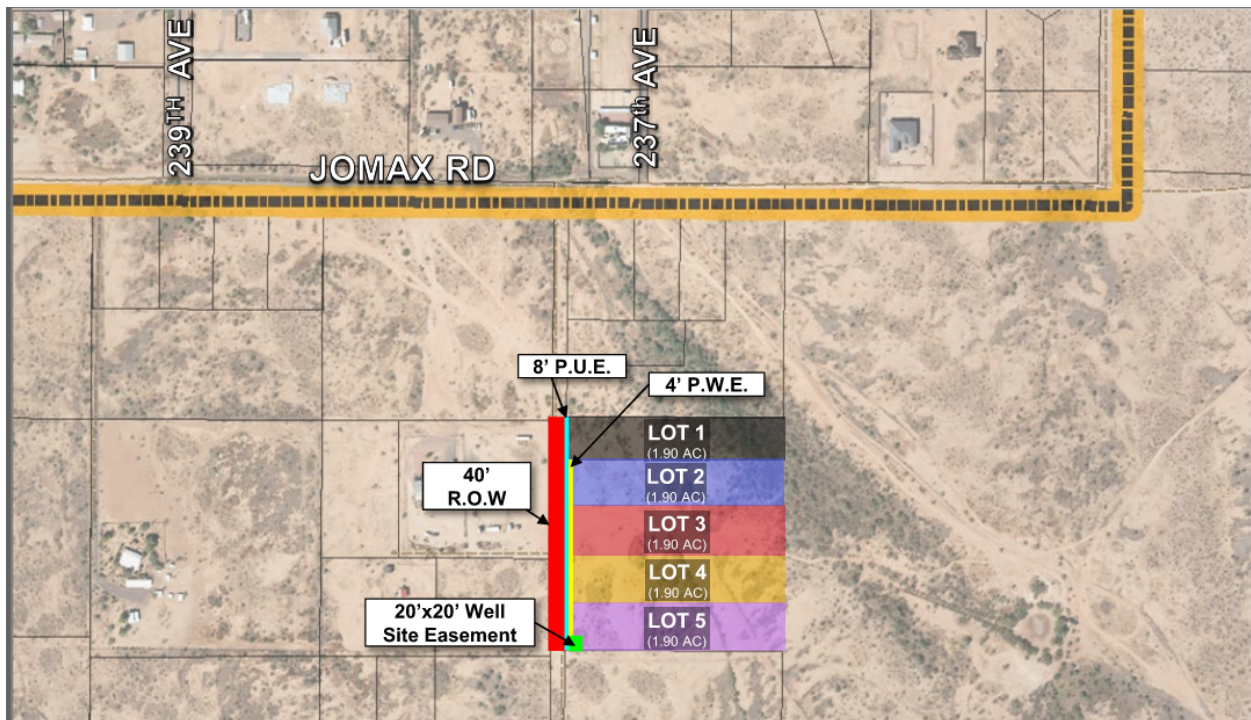
Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

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

Additional Information:

Michael Klein of Sunshine Alliance LLC requests approval of a Final Plat entitled “Final Plat of Sunshine Estates,” dated May 6, 2024. The subject parcel is zoned Rural Residential (RR) and is located south of the intersection of Jomax Road and 237th Avenue. The proposed Final Plat subdivides one (1) existing parcel of approximately 10.11 gross acres, into five (5) parcels.

As a part of this subdivision, 40-feet of right of way (ROW) and an 8-foot public utility easement (PUE) will be dedicated along the western boundary of Lots 1-5. A 4-foot private water easement (PWE) will also be dedicated along the western boundary of Lots 2-5, connecting to the 20 foot by 20 foot well site easement (WSE) being dedicated at the southwest corner of Lot 5.



Lots 1, 2, 3, 4, and 5 of the proposed Final Plat meet or exceed the development standards of the Rural Residential (RR) zoning district as outlined in Table 106-2b of the City of Surprise Land Development Ordinance.

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

Min. lot area (sf)	≥ 43,560
Min. lot width	130
Min. front setback (ft)	30
Min. rear setback ¹ (ft)	30
Min. side setback ¹ (ft)	20
Min. street side setback ¹ (ft)	20

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

The square footage for each parcel is below:

- Lot 1 – 1.90 acres (82,694 square feet)
- Lot 2 – 1.90 acres (82,702 square feet)
- Lot 3 – 1.90 acres (82,702 square feet)
- Lot 4 – 1.90 acres (82,702 square feet)
- Lot 5 – 1.90 acres (82,694 square feet)

General Plan Conformance:

As a part of staff's review, the proposed final plat was reviewed against the goals, policies, recommendations, and guidelines of the City of Surprise General Plan 2035.

While the final plat is not be consistent with the General Plan due to this parcel being located within the Employment character area of the General Plan, established to buffer residential from the flight paths of Luke Air Force Base, this parcel is already entitled for rural residential development and is in compliance with the development standards of the zoning district.

This project will also maintain compatibility with the quality of existing land uses in the surrounding area by continuing the Rural Residential development pattern established in the vicinity of this parcel and will not negatively impact the operations of Luke Air Force Base.

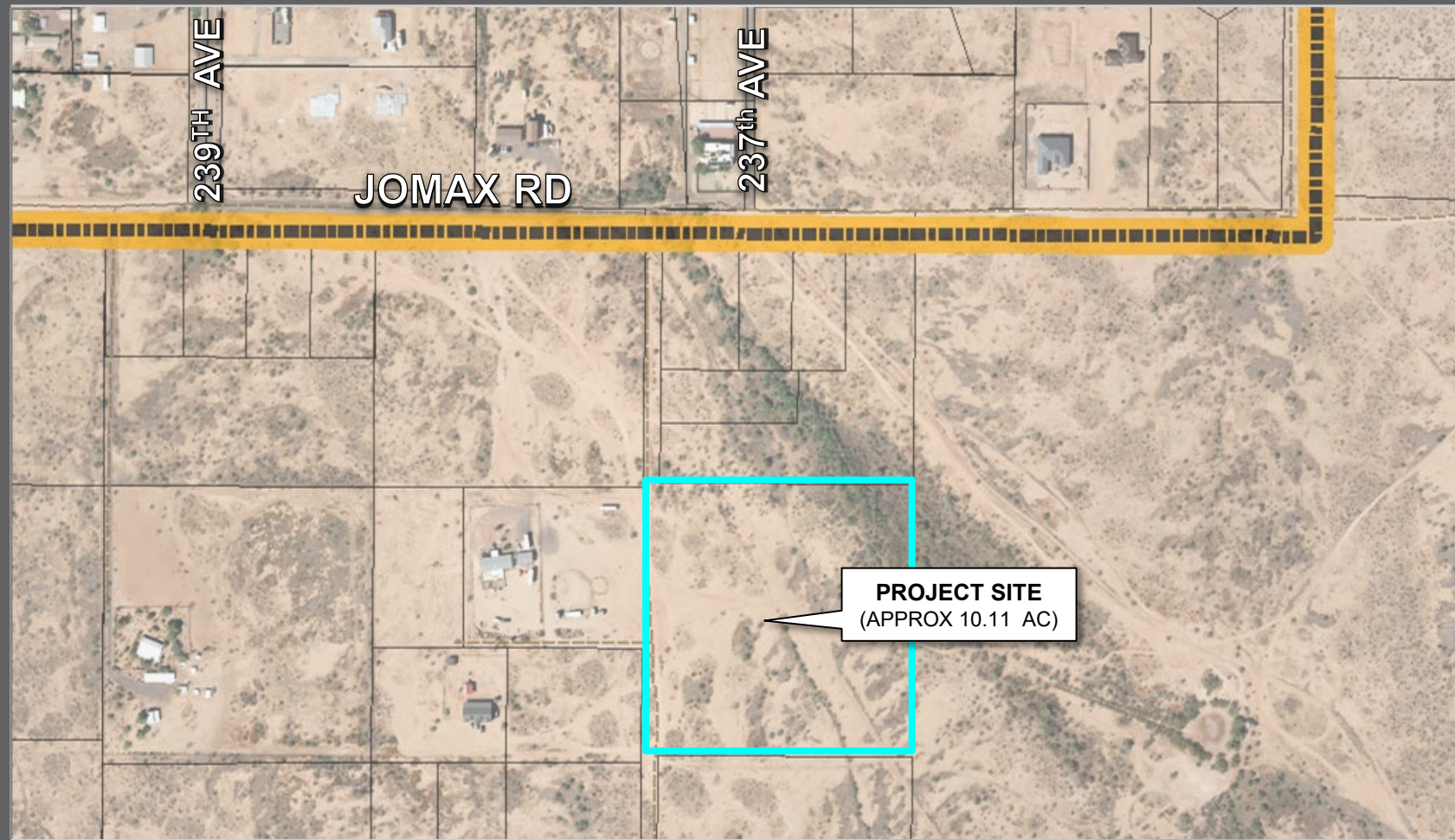
Reviewing Agencies:

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

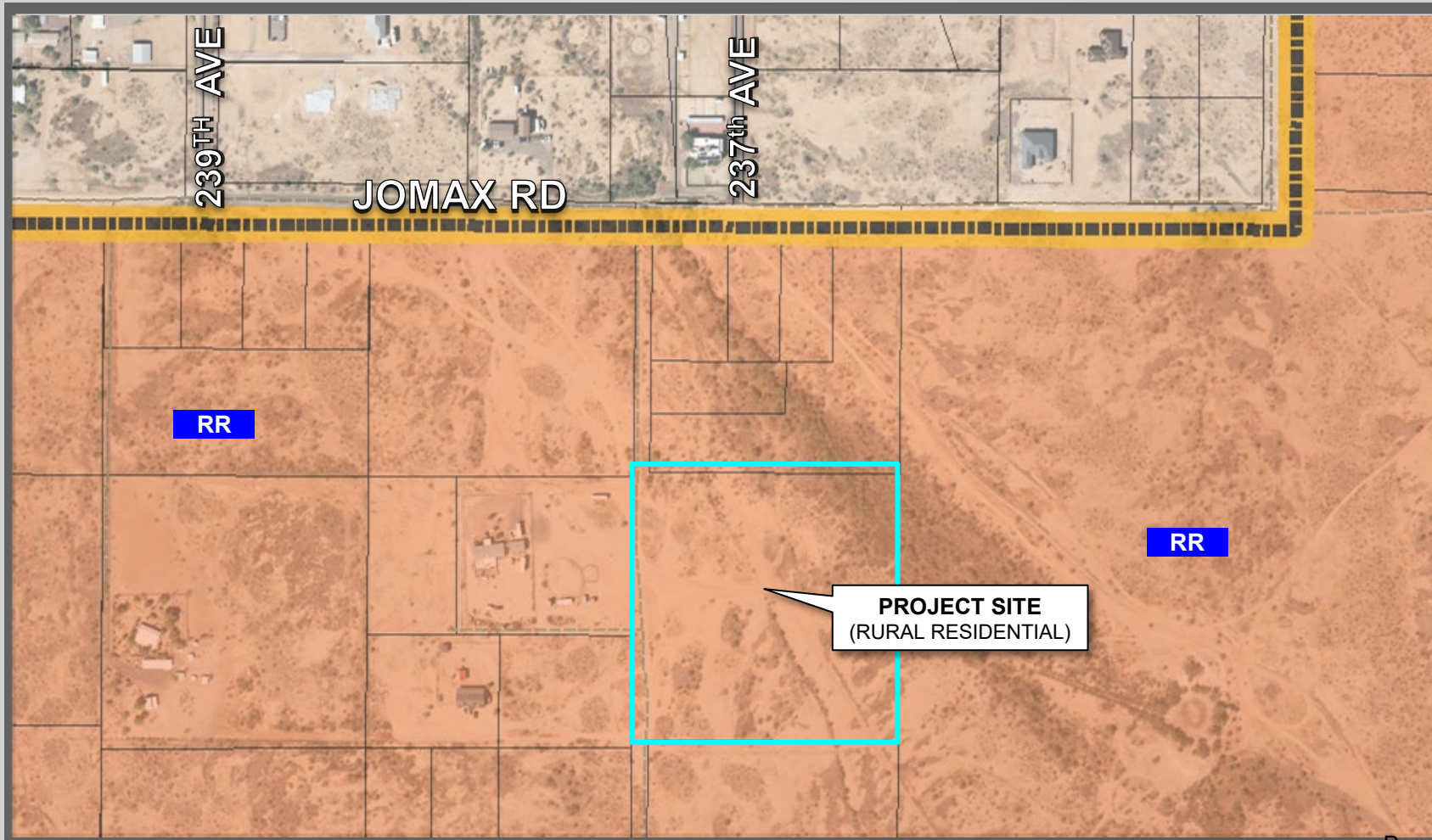
Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat

87 04 Plat Exhibit
88 05 Luke Letter
89 PPT



FS23-0870 VICINITY MAP



DEDICATION

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

KNOW ALL PERSONS BY THESE PRESENTS: THAT SUNSHINE ALLIANCE, LLC AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF SUNSHINE ESTATES, A SUBDIVISION LOCATED IN A PORTION OF G.L.O. LOT 2 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SUNSHINE ESTATES, AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

OWNER OR SUBSEQUENT OWNERS HEREBY GRANT TO THE CITY OF SURPRISE ALL GROUND AND SURFACE WATER RIGHTS ASSOCIATED WITH THE PROPERTY. OWNER OR SUBSEQUENT OWNERS SHALL CONVERT EXISTING IRRIGATION GRANDFATHER RIGHTS APPURTENANT TO THE PROPERTY TO TYPE 1 NON-IRRIGATION FOR LANDSCAPE OPEN AREAS AND RIGHTS-OF-WAY. OWNER OR SUBSEQUENT OWNERS SHALL EXTINGUISH AND CONVEY TO THE CITY ALL IRRIGATION GRANDFATHER RIGHTS WHICH REMAIN AFTER THE TYPE 1 CONVERSION. OWNER OR SUBSEQUENT OWNERS HEREBY GRANT TO THE CITY OF SURPRISE ALL EXISTING WATER CREDITS, INCLUDING BUT NOT LIMITED TO BANKED, LONG TERM AND EXTINGUISHMENT CREDITS ASSOCIATED WITH THE PROPERTY.

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 HERETOBY DEICATED 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 LOTS 1, 2, 3, 4, AND 5, A WELL SITE EASEMENT AND PRIVATE WATER EASEMENT FOR THE USE AND BENEFIT OF SAID LOTS FOR WELL WATER.

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

BY: _____

RELEASE OF LIABILITY

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

SUNSHINE ALLIANCE, 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.

SUNSHINE ALLIANCE, LLC AN ARIZONA LIMITED LIABILITY COMPANY, ("OWNER") DOES 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 USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

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

BY: _____

ACKNOWLEDGEMENT

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

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

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

NOTARY PUBLIC _____ EXPIRES _____

FLOOD INSURANCE RATE MAP INFORMATION

NUMBER	PANEL # PANEL DATE	SUFFIX	DATE OF FIRM (Inbox Date)	FIRM ZONE	BASE FLOOD ELEVATION (In AO Zone, Use Depth)
040053	1180 11/04/2015	M	11/04/2015	AE and X	1586.0-1590.5

FINAL PLAT
OF
SUNSHINE ESTATES

A PORTION G.L.O. LOT 2 AND BEING SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

PARENT LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

THE WEST 660 FEET OF GLO LOT 2 AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 1/3RD AND THE SOUTH 1/3RD THEREOF.

EXCEPT ALL OIL, GAS AND MINERAL RIGHTS AS PROVIDED FOR IN INSTRUMENT RECORDED IN BOOK 418 OF DEEDS, PAGE 588, RECORDS OF MARICOPA COUNTY, ARIZONA.

LOT 1 LEGAL DESCRIPTION

A PORTION G.L.O. LOT 2 AND BEING SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4;
THENCE SOUTH 00°23'25" WEST ALONG THE WEST LINE OF G.L.O. LOT 2, A DISTANCE OF 667.25 FEET;
THENCE SOUTH 89°37'50" EAST, A DISTANCE OF 40.00 TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89°37'50" EAST, A DISTANCE OF 620.00 FEET;
THENCE SOUTH 00°23'25" WEST ALONG THE EAST LINE OF THE WEST 660 FEET OF SAID G.L.O. LOT 2, A DISTANCE OF 133.39 FEET;
THENCE NORTH 89°38'31" WEST, A DISTANCE OF 620.00 FEET;
THENCE NORTH 00°23'25" EAST ALONG A LINE PARALLEL TO AND 40.00 FEET EAST OF THE WEST LINE OF SAID G.L.O. LOT 2, A DISTANCE OF 133.44 FEET TO THE POINT OF BEGINNING.

LOT 2 LEGAL DESCRIPTION

A PORTION G.L.O. LOT 2 AND BEING SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4;
THENCE SOUTH 00°23'25" WEST ALONG THE WEST LINE OF G.L.O. LOT 2, A DISTANCE OF 667.25 FEET;
THENCE SOUTH 89°37'50" EAST, A DISTANCE OF 40.00;
THENCE SOUTH 00°23'25" WEST ALONG A LINE PARALLEL TO AND 40.00 FEET EAST OF THE WEST LINE OF SAID G.L.O. LOT 2, A DISTANCE OF 133.44 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 89°38'31" EAST, A DISTANCE OF 620.00 FEET;
THENCE SOUTH 00°23'25" WEST ALONG THE EAST LINE OF THE WEST 660 FEET OF SAID G.L.O. LOT 2, A DISTANCE OF 133.39 FEET;
THENCE NORTH 89°38'31" WEST, A DISTANCE OF 620.00 FEET;
THENCE NORTH 00°23'25" EAST ALONG A LINE PARALLEL TO AND 40.00 FEET EAST OF THE WEST LINE OF SAID G.L.O. LOT 2, A DISTANCE OF 133.39 FEET TO THE POINT OF BEGINNING.

LOT 3 LEGAL DESCRIPTION

A PORTION G.L.O. LOT 2 AND BEING SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4;
THENCE SOUTH 00°23'25" WEST ALONG THE WEST LINE OF G.L.O. LOT 2, A DISTANCE OF 667.25 FEET;
THENCE SOUTH 89°37'50" EAST, A DISTANCE OF 40.00;
THENCE SOUTH 00°23'25" WEST ALONG A LINE PARALLEL TO AND 40.00 FEET EAST OF THE WEST LINE OF SAID G.L.O. LOT 2, A DISTANCE OF 268.83 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 89°38'31" EAST, A DISTANCE OF 620.00 FEET;
THENCE SOUTH 00°23'25" WEST ALONG THE EAST LINE OF THE WEST 660 FEET OF SAID G.L.O. LOT 2, A DISTANCE OF 133.39 FEET;
THENCE NORTH 89°38'31" WEST, A DISTANCE OF 620.00 FEET;
THENCE NORTH 00°23'25" EAST ALONG A LINE PARALLEL TO AND 40.00 FEET EAST OF THE WEST LINE OF SAID G.L.O. LOT 2, A DISTANCE OF 133.39 FEET TO THE POINT OF BEGINNING.

LOT 4 LEGAL DESCRIPTION

A PORTION G.L.O. LOT 2 AND BEING SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4;
THENCE SOUTH 00°23'25" WEST ALONG THE WEST LINE OF G.L.O. LOT 2, A DISTANCE OF 667.25 FEET;
THENCE SOUTH 89°37'50" EAST, A DISTANCE OF 40.00;
THENCE SOUTH 00°23'25" WEST ALONG A LINE PARALLEL TO AND 40.00 FEET EAST OF THE WEST LINE OF SAID G.L.O. LOT 2, A DISTANCE OF 400.22 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 89°38'31" EAST, A DISTANCE OF 620.00 FEET;
THENCE SOUTH 00°23'25" WEST ALONG THE EAST LINE OF THE WEST 660 FEET OF SAID G.L.O. LOT 2, A DISTANCE OF 133.39 FEET;
THENCE NORTH 89°38'31" WEST, A DISTANCE OF 620.00 FEET;
THENCE NORTH 00°23'25" EAST ALONG A LINE PARALLEL TO AND 40.00 FEET EAST OF THE WEST LINE OF SAID G.L.O. LOT 2, A DISTANCE OF 133.39 FEET TO THE POINT OF BEGINNING.

LOT 5 LEGAL DESCRIPTION

A PORTION G.L.O. LOT 2 AND BEING SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4;
THENCE SOUTH 00°23'25" WEST ALONG THE WEST LINE OF G.L.O. LOT 2, A DISTANCE OF 667.25 FEET;
THENCE SOUTH 89°37'50" EAST, A DISTANCE OF 40.00;
THENCE SOUTH 00°23'25" WEST ALONG A LINE PARALLEL TO AND 40.00 FEET EAST OF THE WEST LINE OF SAID G.L.O. LOT 2, A DISTANCE OF 533.61 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 89°38'31" EAST, A DISTANCE OF 620.00 FEET;
THENCE SOUTH 00°23'25" WEST ALONG THE EAST LINE OF THE WEST 660 FEET OF SAID G.L.O. LOT 2, A DISTANCE OF 133.15 FEET;
THENCE NORTH 89°41'01" WEST ALONG THE NORTH LINE OF THE SOUTH 1/3RD OF SAID G.L.O. LOT 2, A DISTANCE OF 620.00 FEET;
THENCE NORTH 00°23'25" EAST ALONG A LINE PARALLEL TO AND 40.00 FEET EAST OF THE WEST LINE OF SAID G.L.O. LOT 2, A DISTANCE OF 133.60 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS

NORTH 89°34'39" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, PER AMENDED PLSS SUBDIVISION RECORD OF SURVEY RECORDED IN BOOK 686 OF MAPS, PAGE 42, RECORDS OF MARICOPA COUNTY, ARIZONA AND PER RESULTS OF SURVEY RECORDED IN BOOK 1624 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA.

GENERAL NOTES

- THE OWNER OR SUBSEQUENT OWNERS OF ANY EXISTING OR FUTURE WELLS ON THE LAND DESCRIBED IN THIS PLAT SHALL BE REQUIRED TO SIGN A WELL IMPACT WAIVER(S) WITH THE CITY OF SURPRISE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- A RESIDENTIAL FIRE SPRINKLER SYSTEM IS REQUIRED FOR HOUSES BUILT IN AREAS WITH LIMITED WATER SUPPLY AND FIRE FLOW. FIRE SPRINKLER PLANS SHALL BE SUBMITTED WITH THE BUILDING PLANS (903-2.8-1 IFC LOCAL AMENDMENT).
- THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER, AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.
- 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 X AND AE, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1180M, WITH A DATE OF IDENTIFICATION OF NOVEMBER 4, 2015, 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.
- IN ACCORDANCE WITH A.R.S. § 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.
- COMPLIANCE WITH ALL APPLICABLE LAWS IS REQUIRED, INCLUDING BUT NOT LIMITED TO A.R.S. § 45-576 AND 32-2101. PLEASE BE ADVISED, IF AN ADDITIONAL SPLIT RESULTING IN SIX OR MORE TOTAL LOTS FROM THE ORIGINAL LOT OCCURS WITHIN 10 YEARS OF THIS PLAT RECORDEATION, THE CITY WILL REQUIRE THE SUBDIVISION TO PROVIDE OF RECEIVING A CAWS. CONTACT THE ARIZONA DEPARTMENT OF WATER RESOURCES FOR INFORMATION ON OBTAINING A CAWS.

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.

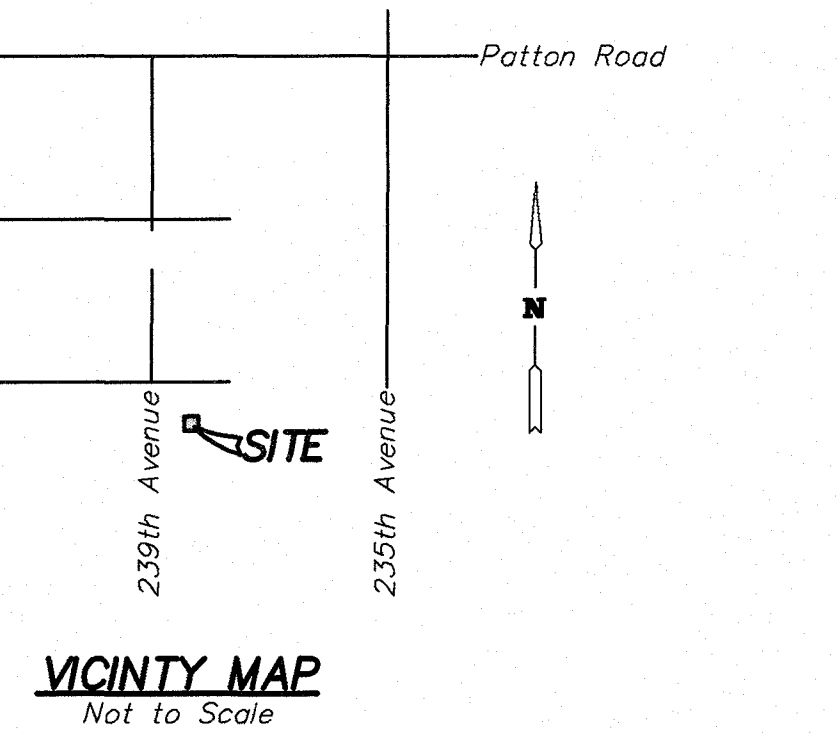
LOT AREA TABLE

LOT	SQ. FT.	ACRES
1	82,694	1.898
2	82,702	1.899
3	82,702	1.899
4	82,702	1.899
5	82,694	1.898
R/W	26,689	0.613
TOTAL	440,183	10.106

LEGEND

APN	ASSESSOR'S PARCEL NUMBER
GLO	GENERAL LAND OFFICE
IEE	INGRESS AND EGRESS EASEMENT
MCR	MARICOPA COUNTY RECORDER
PUE	PUBLIC UTILITY EASEMENT
PWE	PRIVATE WATER EASEMENT
R/W	RIGHT OF WAY
WSE	WELL SITE EASEMENT
☉	SURVEY MONUMENT
•	PROPERTY BOUNDARY CORNER (SET 1/2" REBAR WITH CAP LS10846 UNLESS OTHERWISE NOTED)
_____	PROPERTY LINE
_____	LOT LINE
_____	ADJACENT LOT
_____	EASEMENT LINE

SHEET 1 OF 2
NO. LOTS = 5
GROSS AREA: 10.105 Ac.
FS23-0870



VICINITY MAP
Not to Scale

OWNER

SUNSHINE ALLIANCE, LLC
19210 BEL AIR DRIVE
WALNUT, CALIFORNIA 91789
CONTACT: MICHAEL KLEIN
PHONE: 602-418-5759

SURVEYOR

KEOGH ENGINEERING, INC.
650 NORTH 137TH AVENUE
SUITE 110
GOODYEAR, ARIZONA 85338
CONTACT: DENNIS KEOGH
625-536-7260
KEOGH@KEOGHENGINEERING.COM

PARENT PARCEL NO.

APN 503-83-007J

GROSS SITE AREA

440,183 S.F.=10.106 Acres

ZONING DISTRICT

RR

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 20____.

BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

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

ATTEST:

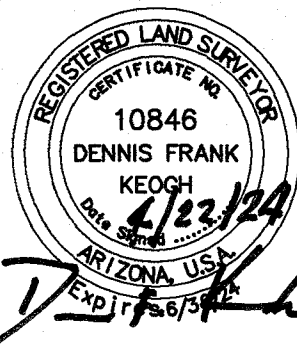
MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CERTIFICATION

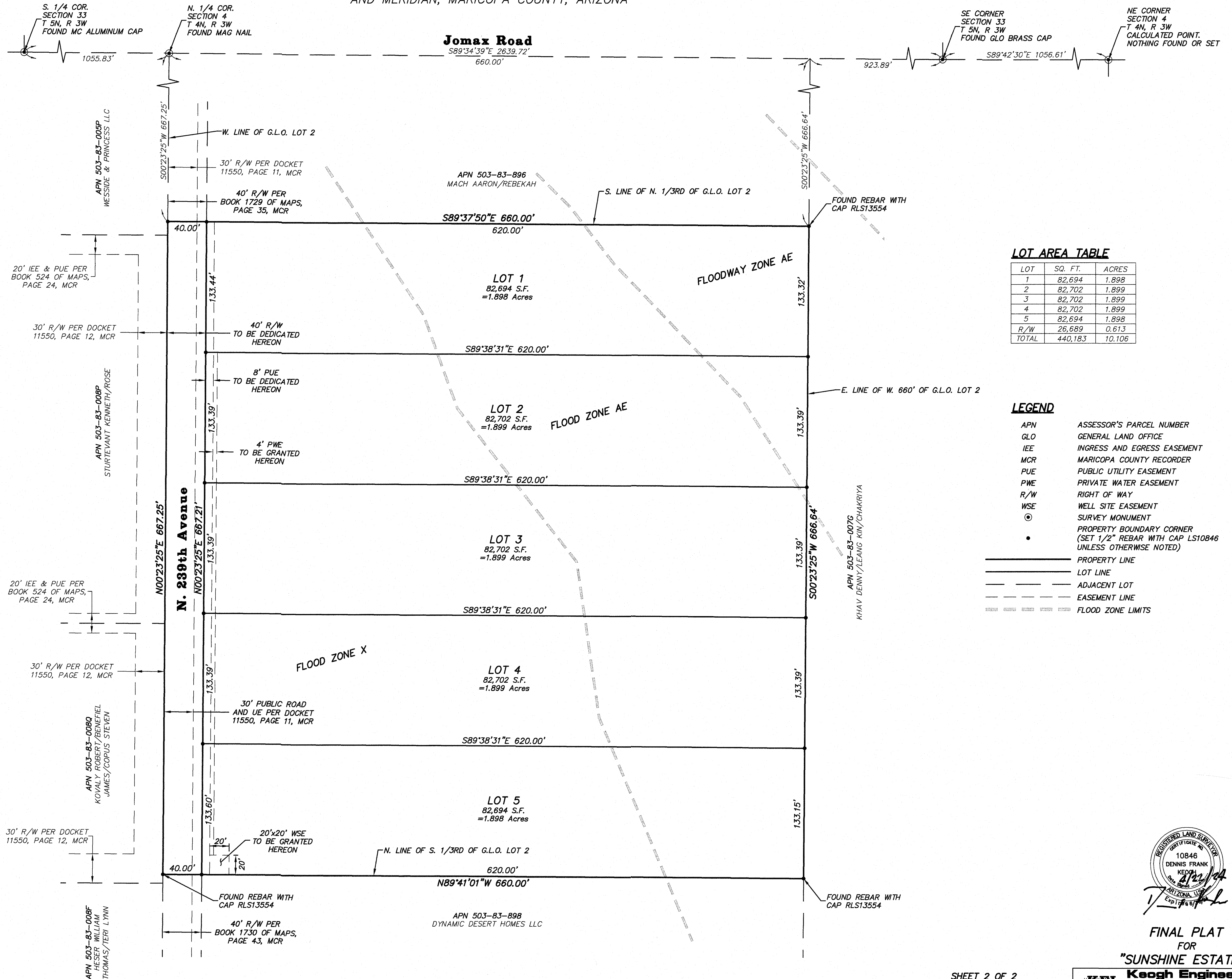
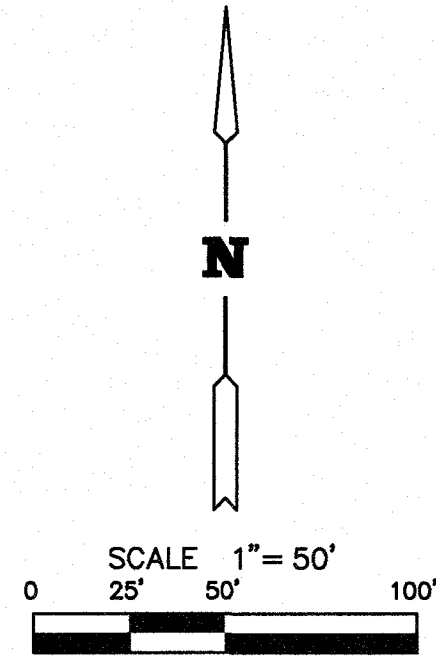
THIS IS TO CERTIFY THAT THE SURVEY AND FINAL PLAT OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

D. F. Klein 4/22/24
REGISTERED LAND SURVEYOR SIGNATURE DATE



FINAL PLAT
FOR
"SUNSHINE ESTATES"

FINAL PLAT
OF
SUNSHINE ESTATES
A PORTION G.L.O. LOT 2 AND BEING SITUATED IN A PORTION
OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4
NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE
AND MERIDIAN, MARICOPA COUNTY, ARIZONA

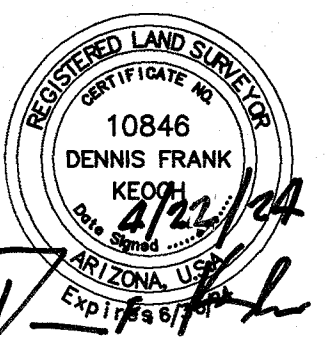


LOT AREA TABLE

LOT	SQ. FT.	ACRES
1	82,694	1.898
2	82,702	1.899
3	82,702	1.899
4	82,702	1.899
5	82,694	1.898
R/W	26,689	0.613
TOTAL	440,183	10.106

LEGEND

APN	ASSESSOR'S PARCEL NUMBER
GLO	GENERAL LAND OFFICE
IEE	INGRESS AND EGRESS EASEMENT
MCR	MARICOPA COUNTY RECORDER
PUE	PUBLIC UTILITY EASEMENT
PWE	PRIVATE WATER EASEMENT
R/W	RIGHT OF WAY
WSE	WELL SITE EASEMENT
⊙	SURVEY MONUMENT
•	PROPERTY BOUNDARY CORNER (SET 1/2" REBAR WITH CAP L510846 UNLESS OTHERWISE NOTED)
—	PROPERTY LINE
—	LOT LINE
—	ADJACENT LOT
—	EASEMENT LINE
---	FLOOD ZONE LIMITS

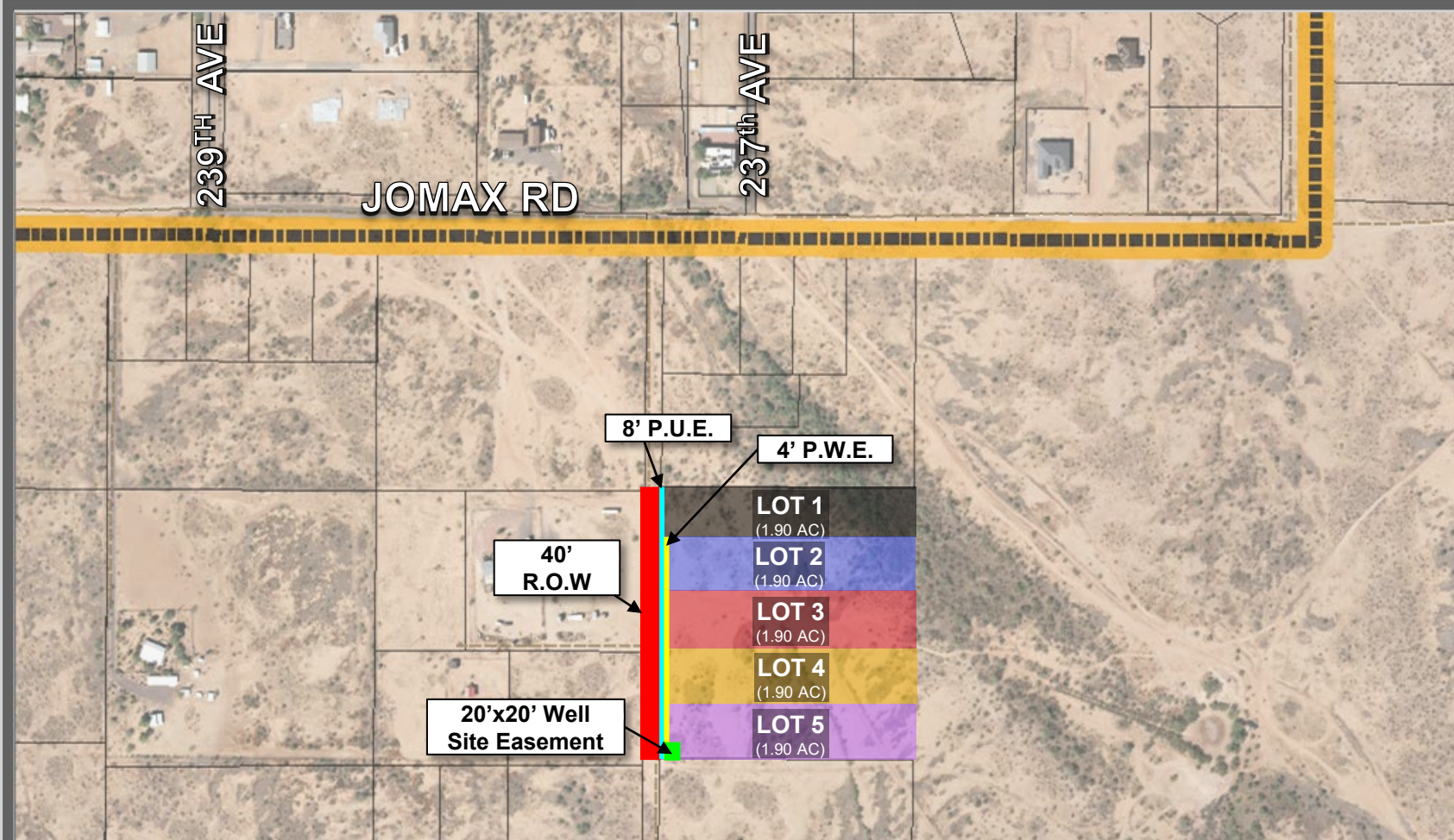


FINAL PLAT
FOR
"SUNSHINE ESTATES"

Keogh Engineering, Inc.
650 N. 137TH AVE., #110 • GOODYEAR, ARIZONA 85338
PHONE: (623) 535-7280
EMAIL: keogh@keogheengineering.com

JOB NO. 22339 MAP NO. E-22339

SHEET 2 OF 2
NO. LOTS = 5
GROSS AREA: 10.105 Ac.
FS23-0870





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

3 October 2023

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

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

Re: FS23-0870; Sunshine Estates (APN: 503-83-007J)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the final site application for Sunshine Estates. A concept review for this parcel was not previously received. The site is located on approximately 10.10 acres east of 237th Drive, north and south of Tether Trail in Surprise, AZ. The application proposes dividing the parcel into five residential lots that will be approximately 1.89 acres each. The site is 0.40 miles outside the Luke AFB 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. The proposal for the property as stated in the narrative, consisting of one dwelling unit per 1.89 acres on the property meets the GDC.

As described in the application, 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 any potential occupant(s) about Luke AFB operations.

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

Sincerely

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



Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2023.10.03 08:25:19 -07'00'

CHRISTOPHER P. TOALE

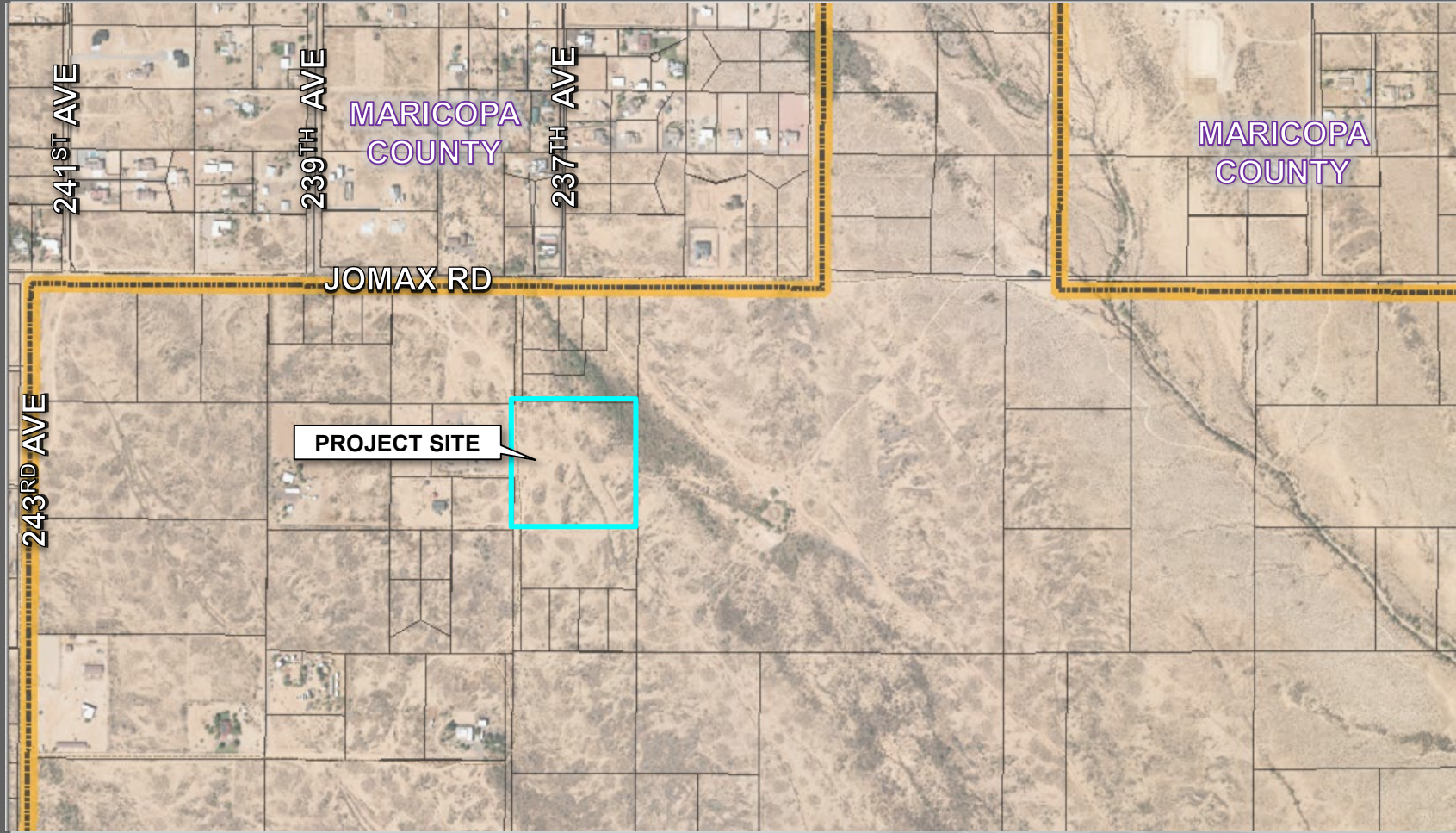
cc:

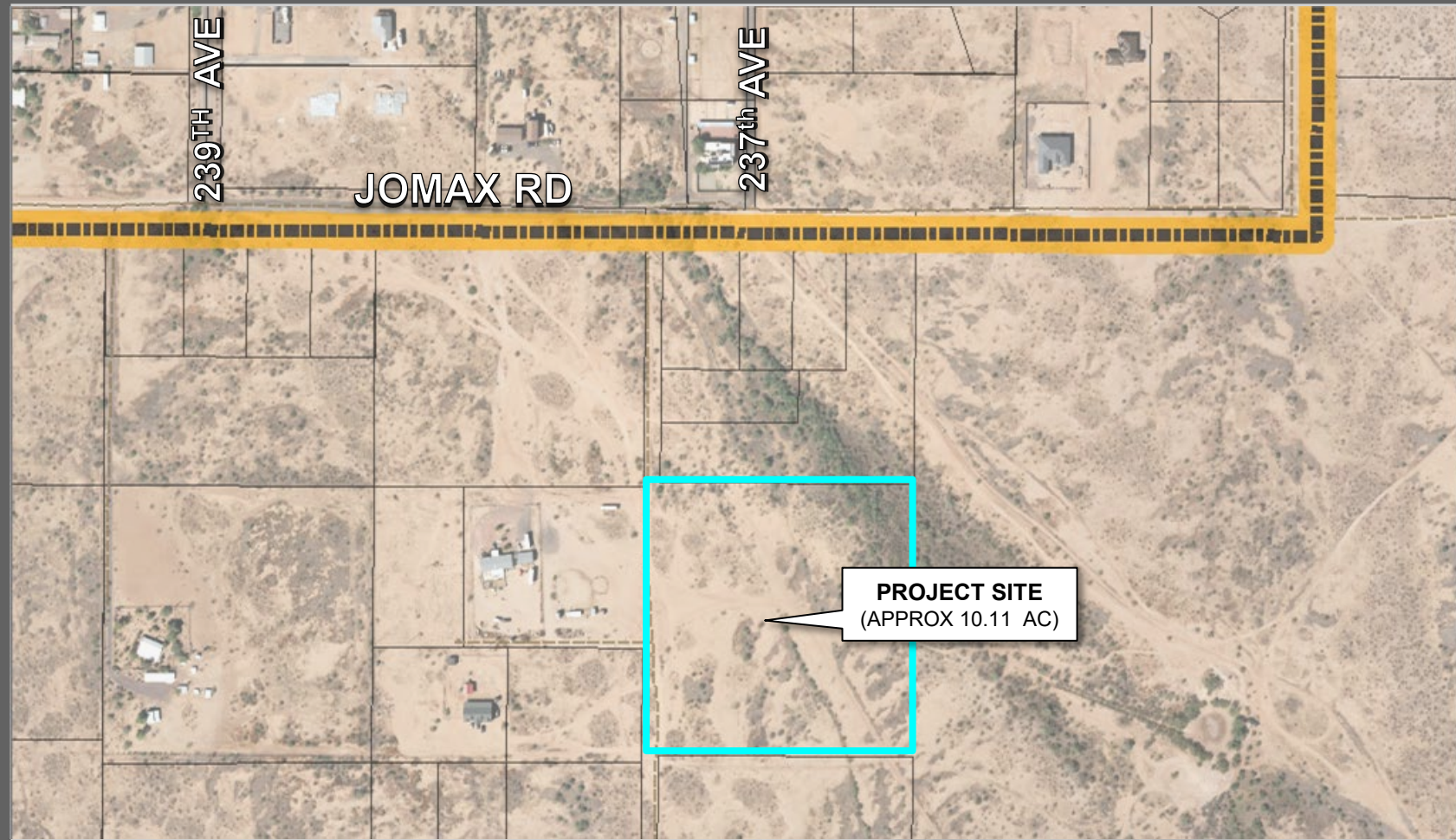
Colonel Keagan L. McLeese, Deputy Commander, 56th Fighter Wing
Ms. Demetria Themistocles, General Law Attorney, 56th Fighter Wing



FS23-0870 Sunshine Estates – Final Plat

City Council
August 6, 2024



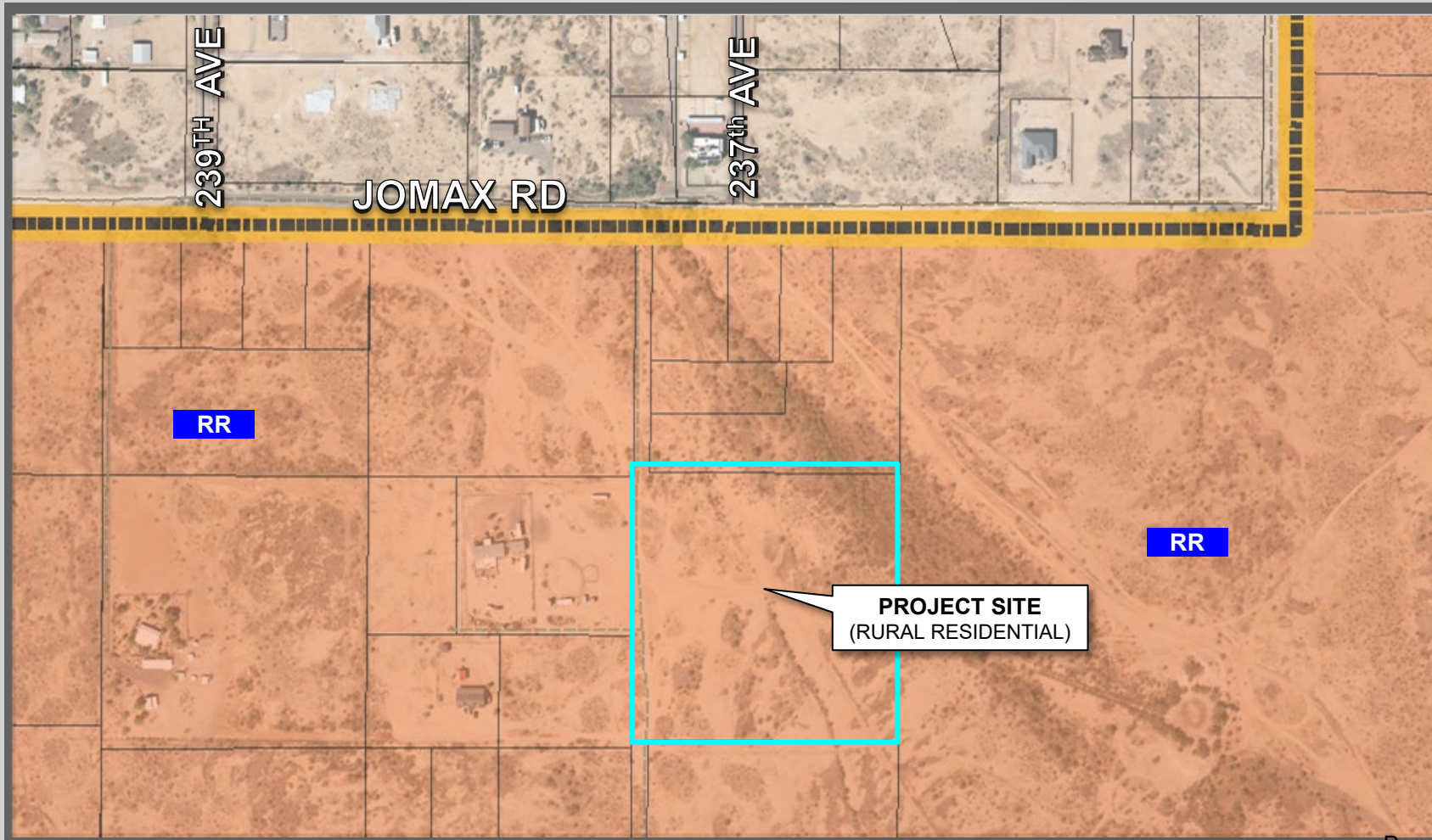


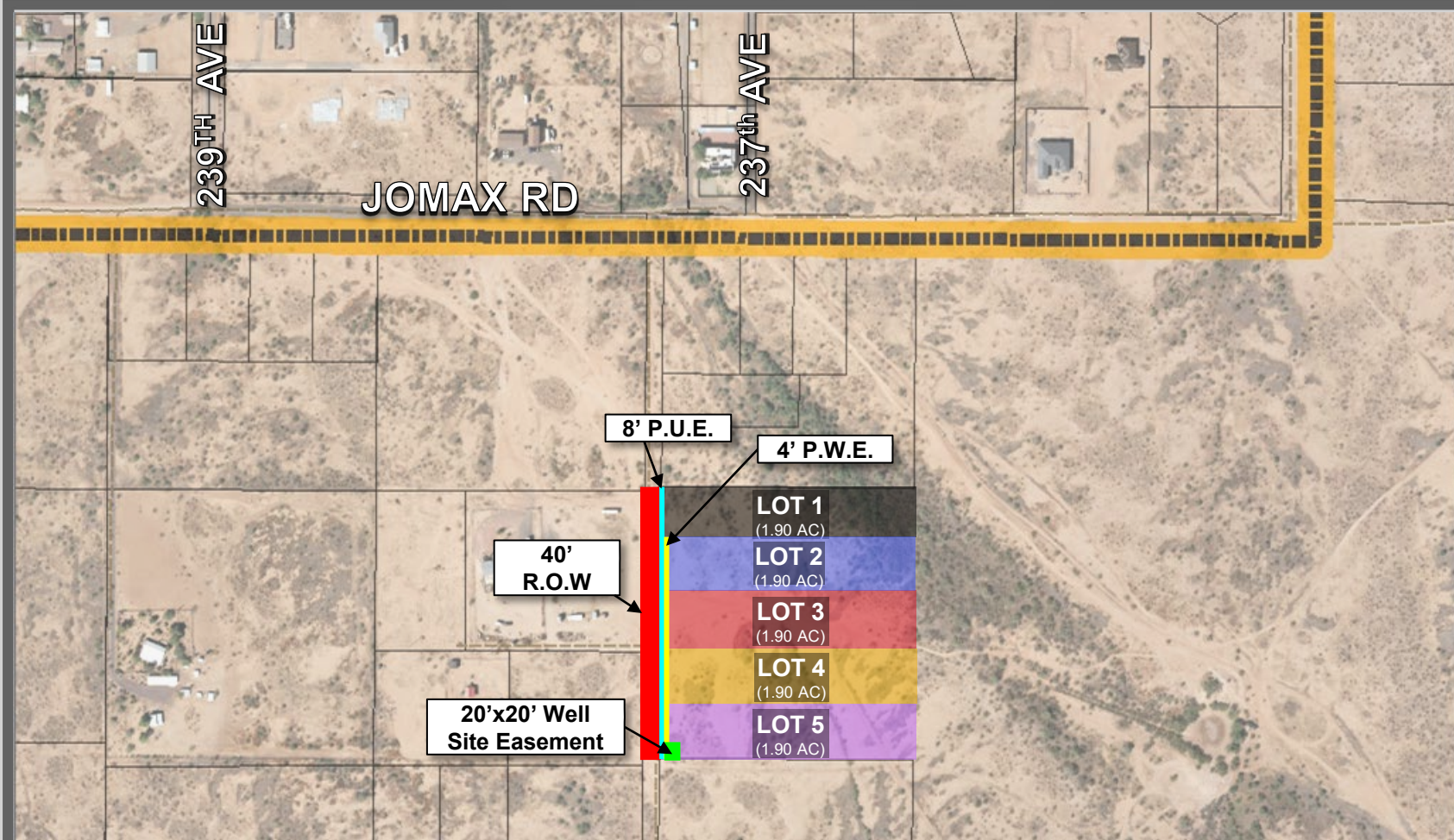
FS23-0870 VICINITY MAP

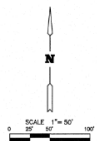


BACKGROUND

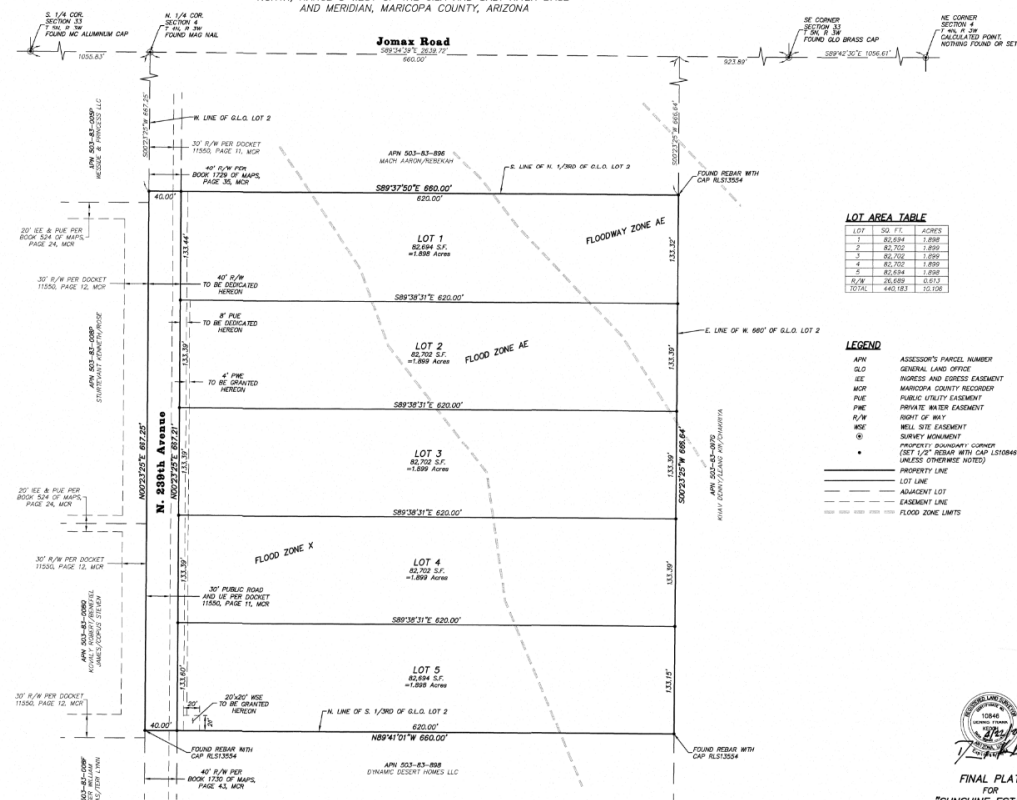
- **June 8, 1989:** The Mayor and City Council approved Ordinance #89-05, annexing the subject property into the City of Surprise.







FINAL PLAT
OF
SUNSHINE ESTATES
A PORTION G.L.O. LOT 2 AND BEING SITUATED IN A PORTION
OF THE NORTHEAST QUARTER OF SECTION 4,
TOWNSHIP 4
NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE
AND MERIDIAN, MARICOPA COUNTY, ARIZONA



LOT AREA TABLE

LOT	SQ. FT.	ACRES
1	82,624	1.888
2	82,702	1.889
3	82,702	1.889
4	82,702	1.889
5	82,684	1.888
6/8	16,656	0.377
TOTAL	445,182	10.105

- LEGEND**
- APN ASSESSOR'S PARCEL NUMBER
 - GLO GENERAL LAND OFFICE
 - SEC SURVEY AND CORRESPONDENCE
 - MOR MARICOPA COUNTY RECORDER
 - PUE PUBLIC UTILITY EASEMENT
 - PWE PRIVATE WATER EASEMENT
 - R/W RIGHT OF WAY
 - WE WELL SITE EASEMENT
 - SB SURVEY MONUMENT
 - PROPERTY BOUNDARY CORNER (SET 1/4" REBAR WITH CAP L510846 UNLESS OTHERWISE NOTED)
 - PROPERTY LINE
 - LOT LINE
 - ADJACENT LOT
 - EASEMENT LINE
 - 1000 2000 3000 4000 FLOOD ZONE LIMITS



FINAL PLAT
FOR
"SUNSHINE ESTATES"
Keogh Engineering, Inc.
101 N. 101st St., Suite 100, Phoenix, AZ 85024
PH: 602.998.1111 FAX: 602.998.1112
WWW.KEOGEHENGINEERING.COM

SHEET 2 OF 2
NO. LOTS = 5
GROSS AREA: 10.105 Ac.
FS23-0870

APN NO. 22330 MAP NO. E-22330

FS23-0870 FINAL PLAT



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 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 right-of-way from Mattamy Arizona LLC at 175th Avenue and Sweetwater Avenue.

Motion:

I move to accept the Quit Claim Deed from Mattamy Arizona L.L.C.

Background:

The right of way being dedicated is a sliver of roadway that was mistakenly not dedicated to the City of Surprise as part of the area's prior development. The dedication of this roadway will give the city fee title to all of the current 175th Avenue.

Objective Analysis:

The dedication of this right of way will fill in the ownership gap that was not recognized as needing to be dedicated to the city in previous development.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. Mattamy RW QCD
 2. Mattamy Homes LLC QCD - CC 08.06.24
-

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

 Skip Hall
Its: Mayor

Attest:

Sherry Aguilar, 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, on behalf thereof.

Notary Public

My Commission Expires:

EXHIBIT A
PROPERTY LEGAL DESCRIPTION



ONE COMPANY.
INFINITE SOLUTIONS.

EXHIBIT "A"
RIGHT OF WAY DEDICATION ALONG N 175TH AVENUE

**LOCATED WITHIN 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.
MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING AT A FOUND BRASS CAP FLUSH ACCEPTED AS THE CENTER QUARTER CORNER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST, FROM WHICH A FOUND BRASS CAP FLUSH ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST, THEREOF BEARS N89°48'53"E A DISTANCE OF 2643.93 FEET;

THENCE, ALONG THE NORTH MID SECTION LINE OF SAID SECTION 14, N00°12'48"E A DISTANCE OF 396.58 FEET TO A POINT ON SAID NORTH MID SETION LINE AND ALSO BEING A POINT ON THE WESTERLY BOUNDARY LINE OF THE RE-PLAT OF LOT 2 OF RANCHO TRUGOLD, BOOK 1619, PAGE 10, M.C.R., SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, ALONG SAID BOUNDARY LINE THE FOLLOWING 4 COURSES, SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 7.72 FEET, WITH A RADIUS OF 150.00 FEET AND THE RADIAL BEARING OF S89°47'12"E AND A CENTRAL ANGLE OF 02°56'56";

THENCE, S02°44'11"E A DISTANCE OF 186.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 7.72 FEET, WITH A RADIUS OF 150.00 FEET AND THE RADIAL BEARING OF S87°15'49"W AND A CENTRAL ANGLE OF 02°56'56";

THENCE, S00°12'45"W A DISTANCE OF 194.79 FEET TO A POINT ON SAID EAST-WEST MID SECTION LINE OF SAID SECTION 14;

THENCE, ALONG SAID EAST-WEST MID SECTION LINE, S89°48'53"W A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

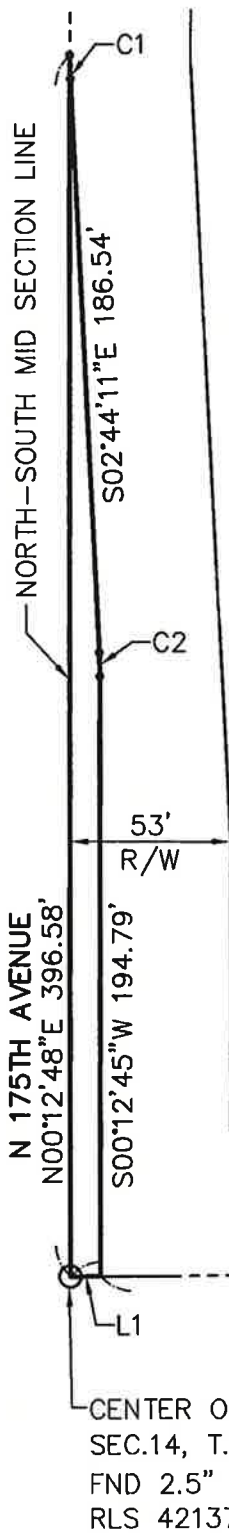
THE ABOVE-DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 2,955 SQUARE FEET OR 0.07 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 19002303
DATE: MARCH 8TH, 2024



EXHIBIT B
PROPERTY DEPICTION



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°48'53"W	10.00'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	7.72'	150.00'	002°56'56"
C2	7.72'	150.00'	002°56'56"

C1 RADIAL BEARING = S89°47'12"E
 C2 RADIAL BEARING = S87°15'49"W

RE-PLAT OF LOT 2 OF RANCHO TRUGOLD
 BK 1619, PG 10, MCR

E 1/4 COR.
 SEC.14, T.3N., R.2W.
 FND BRASS FLUSH

W SWEETWATER AVENUE
 N89°48'53"E 2643.93'
 2633.93'

EAST-WEST MID SECTION LINE

CENTER OF
 SEC.14, T.3N., R.2W
 FND 2.5" ALUM CAP
 RLS 42137 (P.O.B.)



Scale: 1"=60'

JOB NO. 19002303 DATE: 03-08-2024 SHEET 2 OF 2

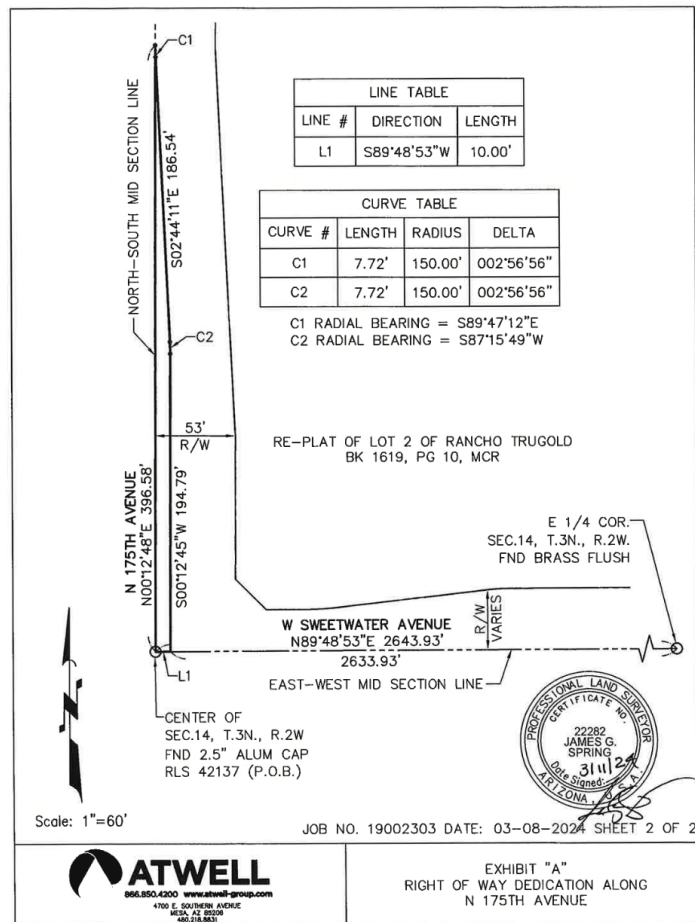


EXHIBIT "A"
 RIGHT OF WAY DEDICATION ALONG
 N 175TH AVENUE



Mattamy Homes LLC Rancho Trugold Quit Claim Deed

City Council – August 6, 2024



S:\19002303 - RANCHO TRUGOLD-MATAMORA\DWG\SURVEY\MD EXHIBITS\MD EXHIBIT\19002303 RANCHO TRUGOLD RW DEDICATION.DWG SAVE DATE: 2/27/2024 10:49 AM PLOT DATE: 3/8/2024 9:49 AM

EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 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 right-of-way from Suburban Land Reserve at Cotton Lane and Cactus Road.

Motion:

I move to accept the Quit Claim Deed from Suburban Land Reserve for dedication of right-of-way at Cotton Lane and Cactus Road.

Background:

In 2023, the 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 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 for the installation of a signal at this intersection.

Objective Analysis:

As this area continues to develop, additional lanes are needed to handle the increase in traffic. This right of way is needed for completion of the roadway improvements, and will allow for the installation of a permanent signal 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 impact as additional resources are needed to provide city services.

Budget Impact:

This project is part of the 2023 General Obligation Bonds. The City will plan for future operations and maintenance when the road is in place and is accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. SLR RW Cactus sec 13
 2. SLR Sec 13 - CC 08.06.24
-

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

00 By: 

Name (Print): Tyler Buswall

Its: President

STATE OF UTAH)
SS:
COUNTY OF Salt Lake)

Acknowledged before me this 17 day of May, 2024,
by Tyler L Buswall, the President
of SUBURBAN LAND RESERVE, Inc., a Utah corporation.

WITNESS my hand and official seal.

(Seal)




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 portion of LOT 1A of the replat of "AEO POWERSPORTS PLAT" as recorded in Book 1708, Page 24, records of Maricopa County, Arizona, being located in the Southwest Quarter of Section 13, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona described as follows:

COMMENCING at the southwest corner of said Section 13 from which the South Quarter Corner of said Section lies South 89°55'34" East 2627.87 feet;

Thence along the west line of said Southwest Quarter North 00°10'54" East 78.13 feet;

Thence departing said line South 89°49'06" East 68.00 feet to the POINT OF BEGINNING;

Thence North 00°10'54" East 20.00 feet;

Thence South 44°52'20" East 28.26 feet;

Thence North 89°55'34" West 20.00 feet to the POINT OF BEGINNING.

Containing 0.005 acres, more or less.

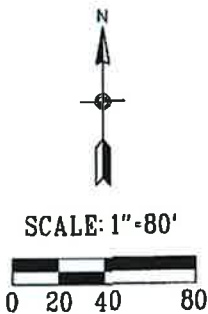
Attached is Exhibit "B" and by this reference is made a part hereof.

End of description

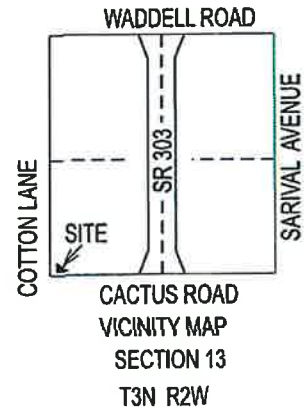


EXHIBIT "B"

COTTON LANE
N00°10'54"E 2640.41'
68' ROW



SUBURBAN LAND RESERVE INC.
APN 501-44-991
LOT 1A
BOOK 1708 PAGE 28 M.C.R.

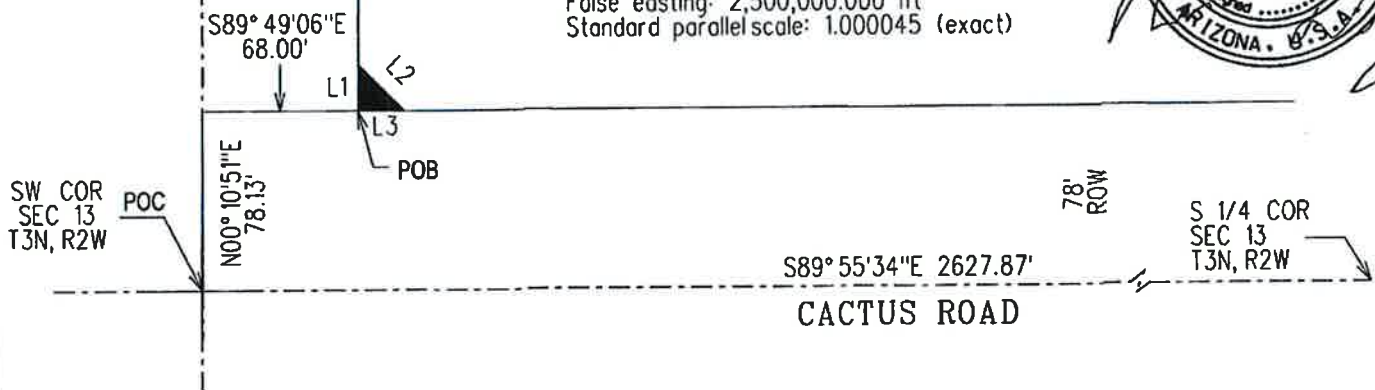


LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°10'54"E	20.00'
L2	S44°52'20"E	28.26'
L3	N89°55'34"W	20.00'

LEGEND	
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER
ROW	RIGHT-OF-WAY
	ROW DEDICATION AREA=0.005 AC. +/-

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 scale: 1.000045 (exact)



ROAD RIGHT-OF-WAY
DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 23006

DRAWN BY RCD

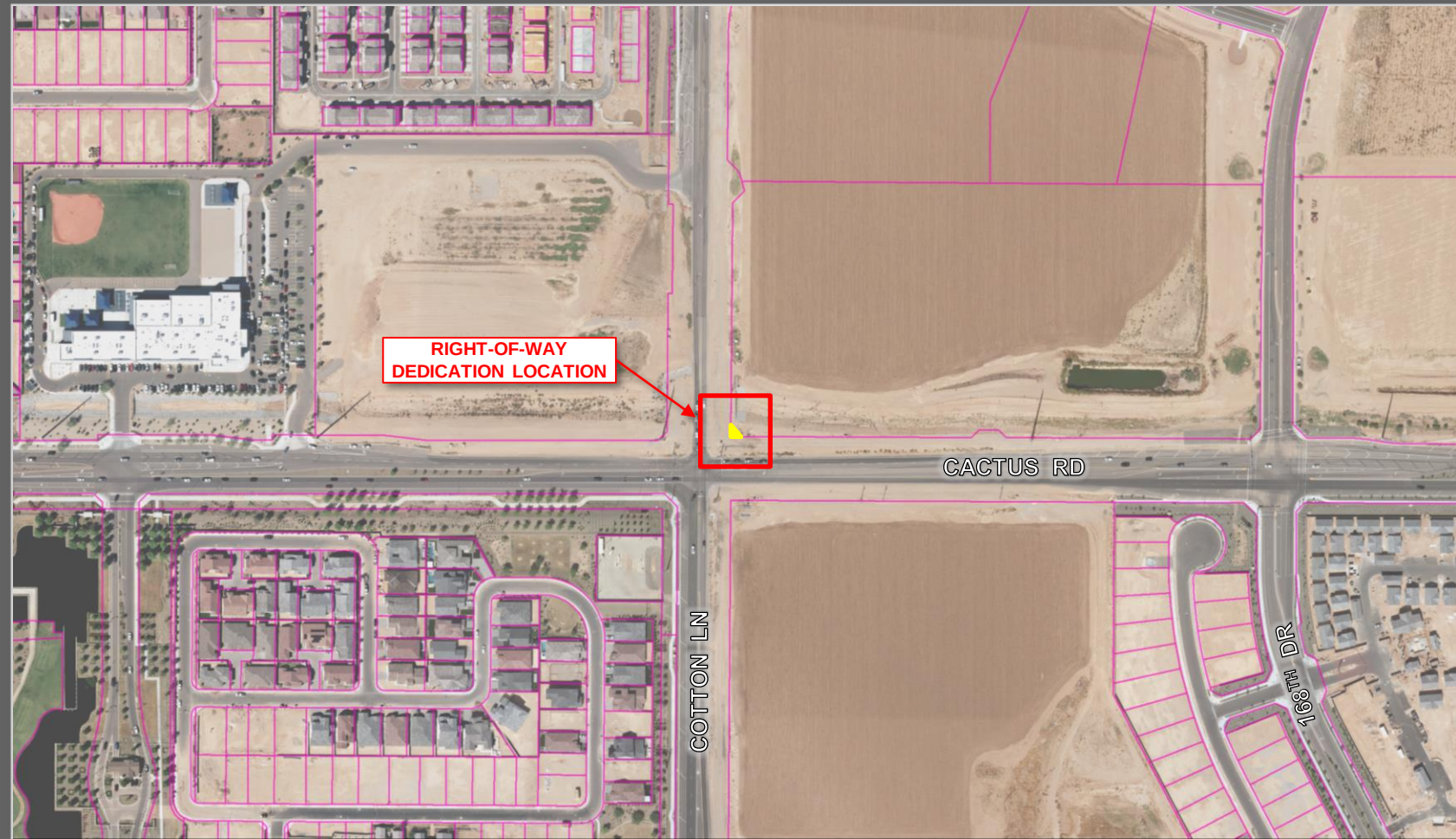
DATE 08-31-23

SHEET 1 OF 1



Suburban Land Reserve Cactus/Cotton Right-of-Way Dedication

City Council – August 6, 2024



**RIGHT-OF-WAY
DEDICATION LOCATION**

CACTUS RD

COTTON LN

168TH DR

VICINITY MAP

EXHIBIT "B"

N 1/4 COR
SEC 24
T3N, R2W

N89°55'45"W 2627.79'

CACTUS ROAD

NE 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 ft
False easting: 2,500,000.000 ft
Standard parallel scale: 1.000045 (exact)

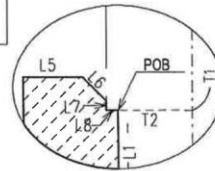


CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

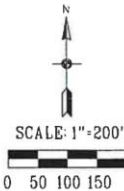
TEMPORARY DRAINAGE EASEMENT

PROJECT # 23006 DRAWN BY RCD DATE 03-18-24 SHEET 1 OF 2

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



SOUTH PROPERTY LINE



E 1/4 COR
SEC 24
T3N, R2W

S00°08'12"W 2638.01'

SARIVAL ROAD

EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 6

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action to accept a Water Meter Easement from Marley Park West LLC, near Litchfield and Waddell Roads.

Motion:

I move to accept the Water Meter Easement from Marley Park West LLC.

Background:

Marley Park West LLC is putting a water meter on lot 10 of the Marley Park Square development. The Water Meter Easement is needed so that city staff may access the meter for reading and billing.

Objective Analysis:

Approval of this item will allow the city to maintain access to the water meter that is being located on a portion of the lot that is not currently accessible to the city.

Policy Compliant:

Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. Marley Park West water meter easement
 2. Marley Park West LLC WME - CC 08.06.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 North Civic Center Plaza
Surprise, AZ 85347

WATER METER EASEMENT

This Water Meter Easement (the "Easement") Agreement is executed this 28th day of February 2024 by and between MARLEY PARK WEST LLC, an Arizona limited liability company, hereinafter referred to a "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in a Deed **20160556790**, public records of Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive water meter easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A and depicted on Exhibit "B".

GRANTOR

GRANTEE: City of Surprise, an Arizona
Municipal Corporation

By: _____

MARLEY PARK WEST LLC

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 28th day of February,
2024, by Daniel W. Gosnell

My commission expires:

05/14/2024

Notary Public:

Korina S. Mitchell



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.

My commission expires:

Notary Public:

December 22, 2022
3 Engineering Job No. 5157E

**LEGAL DESCRIPTION
FOR
WATER EASEMENT**

A portion of Lot 11 as shown on the **RE-PLAT OF MARLEY PARK SQUARE AMENDED**, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1283 of Maps, Page 24 more particularly described as follows;

COMMENCING at the Southwest corner of said Lot 11;

Thence North 00 Degrees 02 Minutes 00 Seconds West along the West line of said Lot 11 a distance of 41.82 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing North 00 Degrees 02 Minutes 00 Seconds West along said West line a distance of 10.00 feet;

Thence North 89 Degrees 58 Minutes 00 Seconds East a distance of 5.00 feet;

Thence South 00 Degrees 02 Minutes 00 Seconds East a distance of 10.00 feet;

Thence South 89 Degrees 58 Minutes 00 Seconds West a distance of 5.00 feet to the **POINT OF BEGINNING**.



EXHIBIT "B" WATER EASEMENT

TRACT F BK.
1283, PG. 24,
M.C.R

LOT 13 BK.
1542, PG. 42,
M.C.R

POC - POINT OF
COMMENCEMENT
POB - POINT OF
BEGINNING

W. LINE
LOT 11

LOT 11 BK. 1283,
PG. 24, M.C.R
APN 501-45-958

TRACT G BK. 1283, PG.
24, M.C.R

E. LINE
TRACT G

LITCHFIELD ROAD

N00°02'00"W
10.00'

189.07'
N00°02'00"W 240.89'

N89°58'00"E
5.00'
S00°02'00"E
10.00'
S89°58'00"W
5.00'

POB

POC
SW
COR
LOT 11

LOT 12 BK. 1283, PG. 24, M.C.R

3eengineering

planning civil engineering surveying

3 ENGINEERING, LLC

6370 E. THOMAS ROAD, SUITE # 200 - SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387 - FAX: (602) 490-3230

SCALE: 1" = 50'

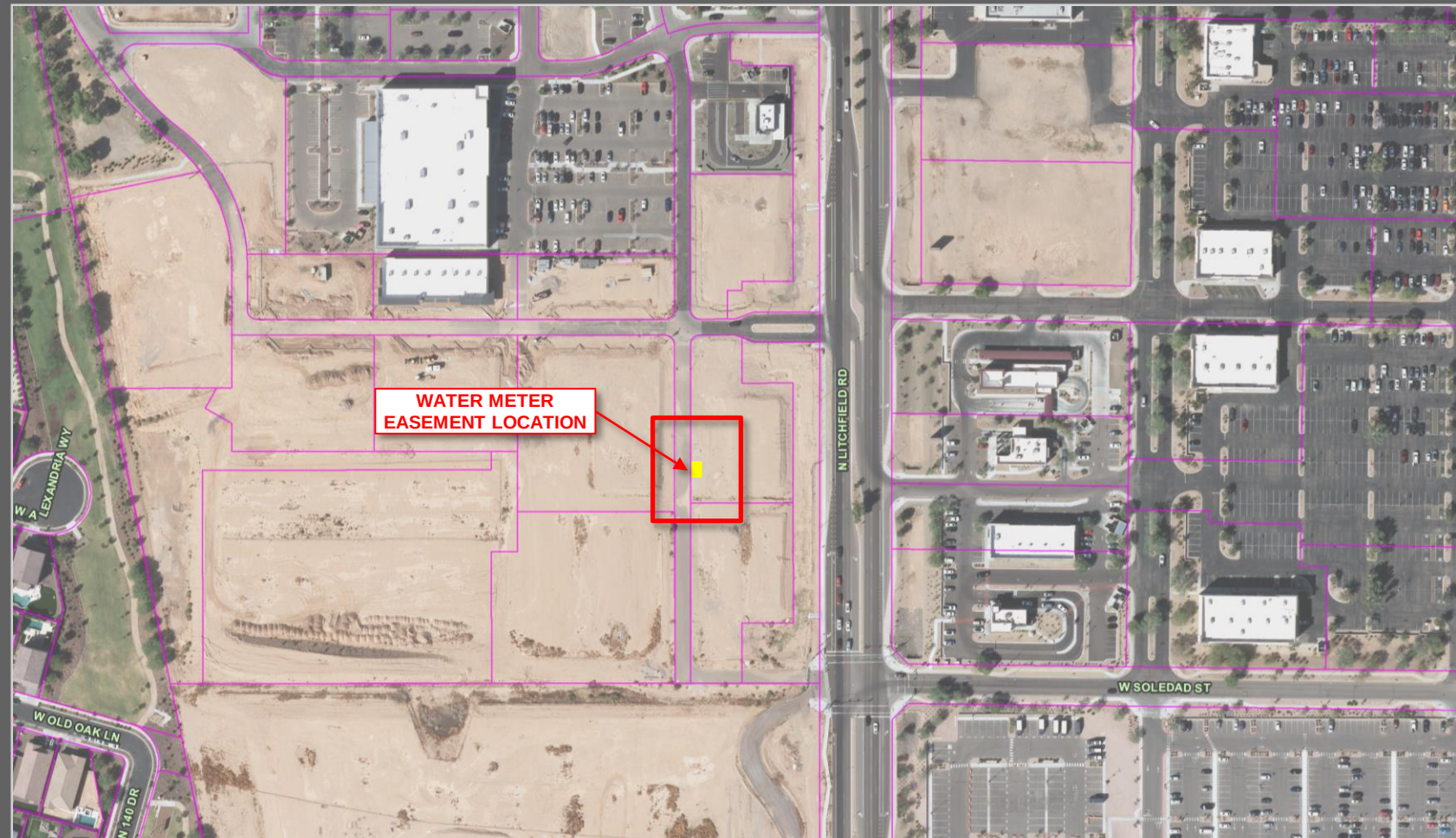


PROJECT NO.: 5157
DATE: 12/22/22



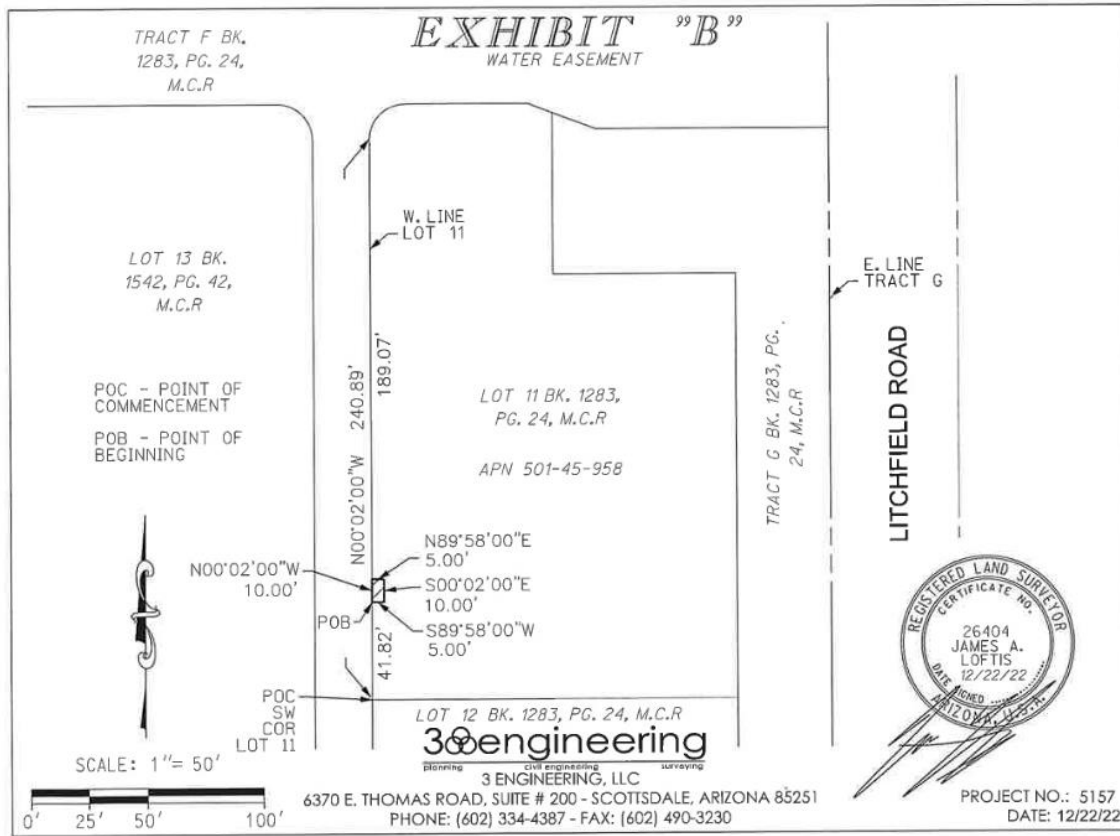
Marley Park West LLC Water Meter Easement

City Council – August 6, 2024



VICINITY MAP





EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 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 to accept a Warranty Deed for dedication of right-of-way from 163 Surprise LLC for right of way at 163rd Avenue and Happy Valley Road.

Motion:

I move to accept the Warranty Deed from 163 Surprise, LLC.

Background:

In 2023, City of Surprise residents approved a General Obligation Bond for several projects. One of those projects was the improvement of 163rd Avenue north of Grand Avenue. With the ongoing development in the area, the city identified the need to improve access into this area. The right of way being dedicated is in association with the roadway improvements being done along 163rd Avenue in addition to Happy Valley Road, allowing the city to widen the roadways and allow for safer traffic movements into and out of this area.

Objective Analysis:

As this area continues to develop at the rate it is, additional lanes 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 and this right of way is needed for completion of additional lanes along 163rd Avenue and Happy Valley Road. The city will plan for future operation

and maintenance when the roadway is in place and is accepted by the city.

FTE Impact:

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

ATTACHMENTS:

1. 163 Surprise RW Warranty Deed
 2. 163 Surprise LLC ROW - CC 08.06.24
-

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, **163 Surprise, LLC**, an Arizona limited liability corporation ("Grantor"), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A and Exhibit B attached hereto and incorporated herein by this reference (the "Property").

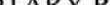
Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

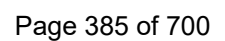
And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

SIGNATURES ON FOLLOWING PAGE(S)

By: Paul Cass Paul Cass
Its: manager

The foregoing instrument was acknowledged before me this 18 day of June, 2024, by Paul Gass and _____ known by me as owners of the subject property.


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 FOR RIGHT OF WAY
ASSESSOR PARCEL 503-56-001D



DATE: 01/08/2024

PROJECT NO.: 2303022

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED AS DOCUMENT NUMBER 2023-0443852, MARICOPA COUNTY RECORDS (MCR), SITUATED WITHIN LOT 1, SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID CERTAIN PARCEL;

THENCE ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL, SOUTH 89° 56' 16" EAST, A DISTANCE OF 59.12 FEET, TO THE BEGINNING OF A TANGENT CURVE,

THENCE EASTERLY ALONG SAID TANGENT CURVE, TO THE LEFT, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 02° 51' 42", HAVING A RADIUS OF 3068.00 FEET, A DISTANCE OF 153.24 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 87° 12' 02" EAST, A DISTANCE OF 272.61 FEET, TO THE EASTERLY LINE OF SAID CERTAIN PARCEL;

THENCE LEAVING SAID NORTHERLY LINE, ALONG SAID EASTERLY LINE, SOUTH 00° 14' 43" EAST, A DISTANCE OF 10.01 FEET, TO A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTHERLY LINE;

THENCE LEAVING SAID EASTERLY LINE, ALONG SAID PARALLEL LINE, SOUTH 87° 12' 02" WEST, A DISTANCE OF 272.16 FEET, TO THE BEGINNING OF A TANGENT CURVE,

THENCE WESTERLY ALONG SAID TANGENT CURVE, TO THE RIGHT, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 02° 51' 42", HAVING A RADIUS OF 3078.0 FEET, A DISTANCE OF 153.74 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 89° 56' 16" WEST, A DISTANCE OF 16.14 FEET;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 45° 06' 41" WEST, A DISTANCE OF 28.31 FEET, TO A LINE 23.00 FEET EASTERLY OF AND PARALLEL WITH THE EAST LINE OF THE EASEMENT FOR HIGHWAY PURPOSES, RECORDED AS DOCUMENT NUMBER 1986-0270969, MCR;

THENCE ALONG SAID PARALLEL LINE, SOUTH 00° 09' 38" WEST, A DISTANCE OF 267.02 FEET, TO THE SOUTH LINE OF SAID CERTAIN PARCEL;

THENCE LEAVING SAID PARALLEL LINE, ALONG SAID SOUTH LINE, NORTH 89° 56' 16" WEST, A DISTANCE OF 23.00 FEET, TO SAID EAST LINE OF THE EASEMENT FOR HIGHWAY PURPOSES;

THENCE LEAVING SAID SOUTH LINE, ALONG SAID EAST LINE OF THE EASEMENT OF HIGHWAY PURPOSES, NORTH 00° 09' 38" EAST, A DISTANCE OF 297.02 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 11,651 SQUARE FEET (0.2675 ACRES), MORE OR LESS.
Subject to existing rights-of-way and easements.



163RD AVENUE

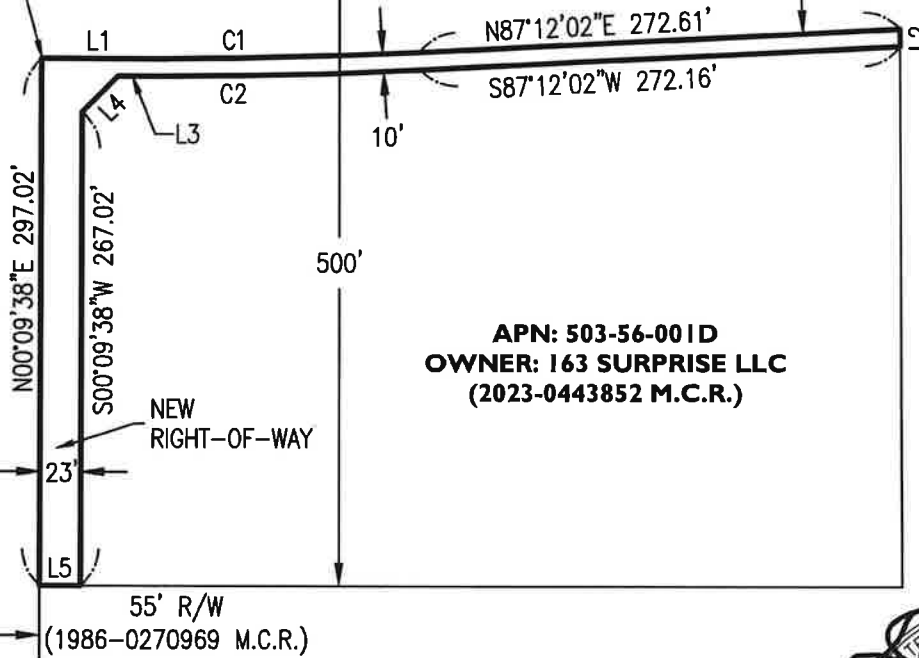
NW COR SEC 7 T4N, R1W
FOUND 1/2" REBAR BENT,
SHOT POINT OF ENTRY

N 1/4 CORNER SEC 7 T4N, R1W
CALCULATED POSITION OF MONUMENT PER
RECORD OF SURVEY BK.678, PG.17, MCR

HAPPY VALLEY ROAD

136' EXCEPTION
(2023-0443852 M.C.R.)

POINT OF BEGINNING



APN: 503-56-001D
OWNER: 163 SURPRISE LLC
(2023-0443852 M.C.R.)

CURVE TABLE

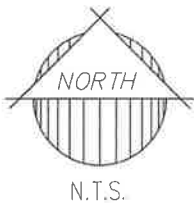
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	153.24'	3068.00'	2°51'42"	153.22'	N88°37'54"E
C2	153.74'	3078.00'	2°51'42"	153.72'	S88°37'54"W

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°56'16"E	59.12'
L2	S00°14'43"E	10.01'
L3	N89°56'16"W	16.14'

LINE TABLE

LINE	BEARING	LENGTH
L4	S45°06'41"W	28.31'
L5	N89°56'16"W	23.00'



503-56-001D RIGHT-OF-WAY
EXHIBIT



COOPER AERIAL SURVEYS CO.
11402 N. CAVE CREEK ROAD
PHOENIX, ARIZONA 85020
602-678-5111

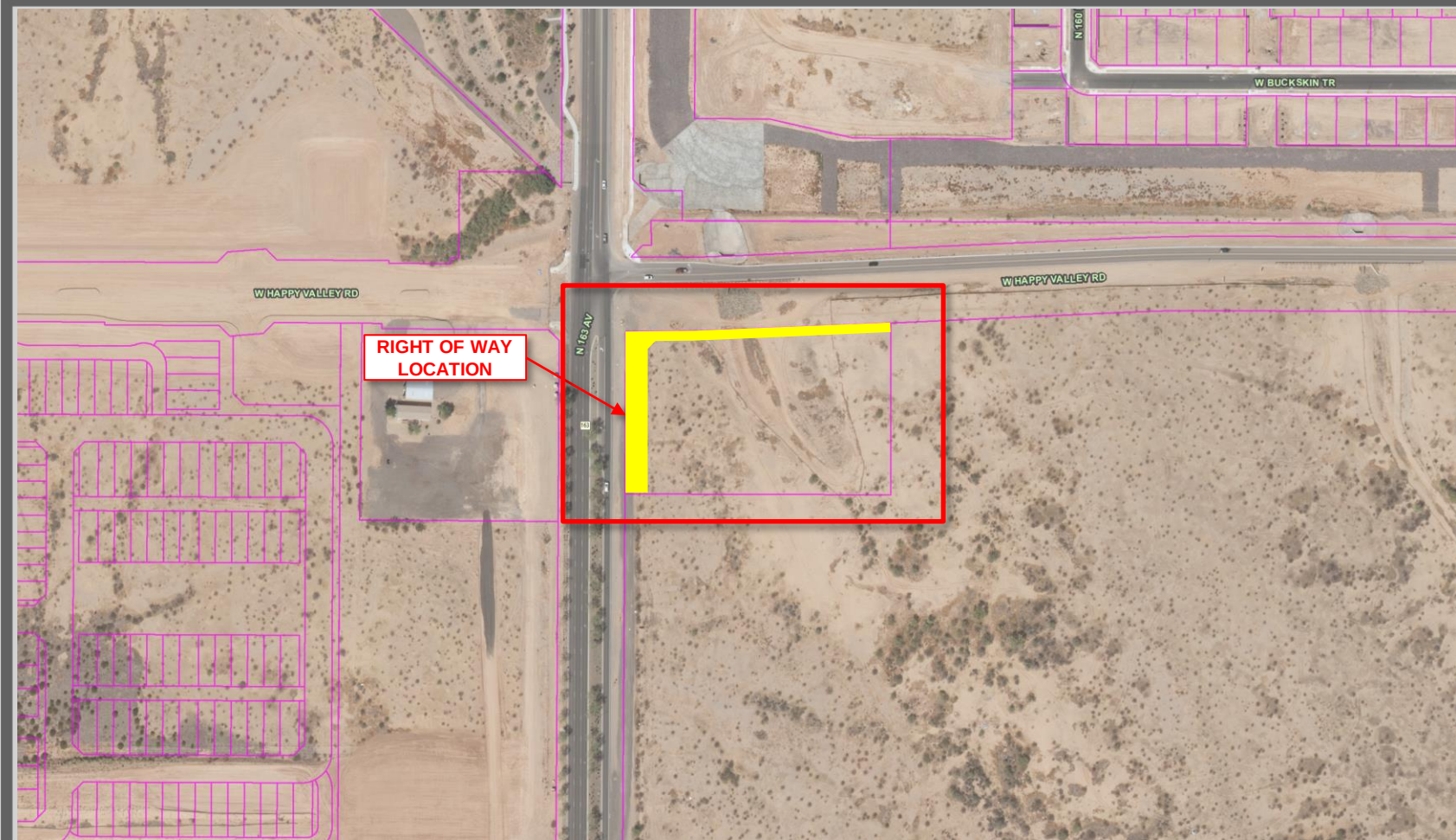
SHEET 2 OF 2

PROJECT NO: 2303022



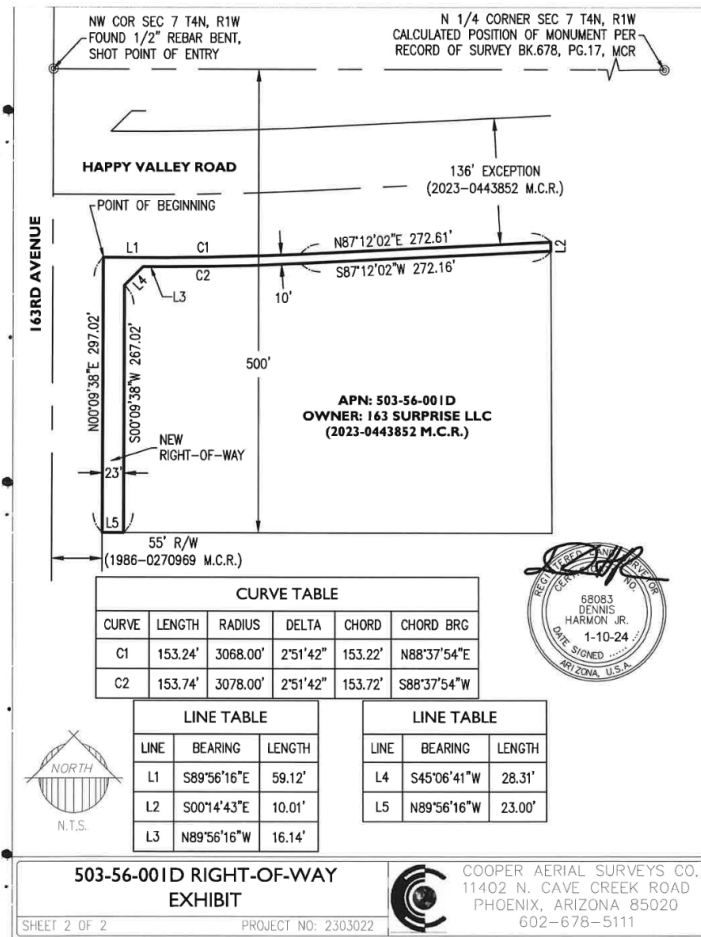
163 Surprise LLC Right-of-Way Warranty Deed

City Council – August 6, 2024



VICINITY MAP





EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 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 to accept a Drainage Easement from 163 Surprise LLC along Happy Valley Road at 163rd Avenue.

Motion:

I move to accept the Drainage Easement from 163 Surprise LLC.

Background:

In 2023, City of Surprise residents approved a General Obligation Bond for several projects. One of those projects was the improvement of 163rd Avenue north of Grand Avenue. With the ongoing development in the area, the city identified the need to improve access into this area. The right of way being dedicated is in association with the road improvements being done along 163rd Avenue in addition to Happy Valley Road, allowing the city to widen the roadways to allow for safer traffic movements into and out of this area. The Drainage Easement is needed in association with the right of way and will allow the city to expand 163rd Avenue to 3 northbound lanes and improve Happy Valley Road to the east.

Objective Analysis:

As this area continues to develop at the rate it is, the additional lanes and associated drainage easements are needed to handle the increase in traffic and rain occurrence run off, and for completion of additional lanes along 163rd Avenue and Happy Valley Road.

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 city will plan for future operation and maintenance when the drainage easement is in place.

FTE Impact:

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

ATTACHMENTS:

1. 163 Surprise TDE
 2. 163 Surprise LLC TDE - CC 08.06.24
-

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 163 Surprise, 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 the NW quarter of Section 7, Township 4 North, Range 1 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

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:
163 Surprise, LLC
an Arizona limited liability

 Paul Gass
Its: Manager

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 13 day of June, 2024, by Paul Gass 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"
DESCRIPTION FOR
DRAINAGE EASEMENT
ASSESSOR PARCEL 503-56-001D



DATE: 01/08/2024

PROJECT NO.: 2303022

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED AS DOCUMENT NUMBER 2023-0443852, MARICOPA COUNTY RECORDS (MCR), SITUATED WITHIN LOT 1, SECTION 7, 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 CERTAIN PARCEL;

THENCE ALONG THE NORTHERLY LINE OF SAID CERTAIN PARCEL, SOUTH 89° 56' 16" EAST, A DISTANCE OF 59.12 FEET, TO THE BEGINNING OF A TANGENT CURVE;

THENCE EASTERLY ALONG SAID TANGENT CURVE, TO THE LEFT, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 02°51'42", A DISTANCE OF 153.24 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 87° 12' 02" EAST, A DISTANCE OF 118.78 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 02° 47' 58" EAST, A DISTANCE OF 18.00 FEET, TO A LINE 18.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTHERLY LINE OF SAID CERTAIN PARCEL, AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, NORTH 87° 12' 02" EAST, A DISTANCE OF 92.00 FEET;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 02° 47' 58" EAST, A DISTANCE OF 44.00 FEET;

THENCE SOUTH 87° 12' 02" WEST, A DISTANCE OF 92.00 FEET;

THENCE NORTH 02° 47' 58" WEST, A DISTANCE OF 44.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 4,048 SQUARE FEET OR 0.0929 ACRES, MORE OR LESS.

Subject to existing rights-of-way and easements.



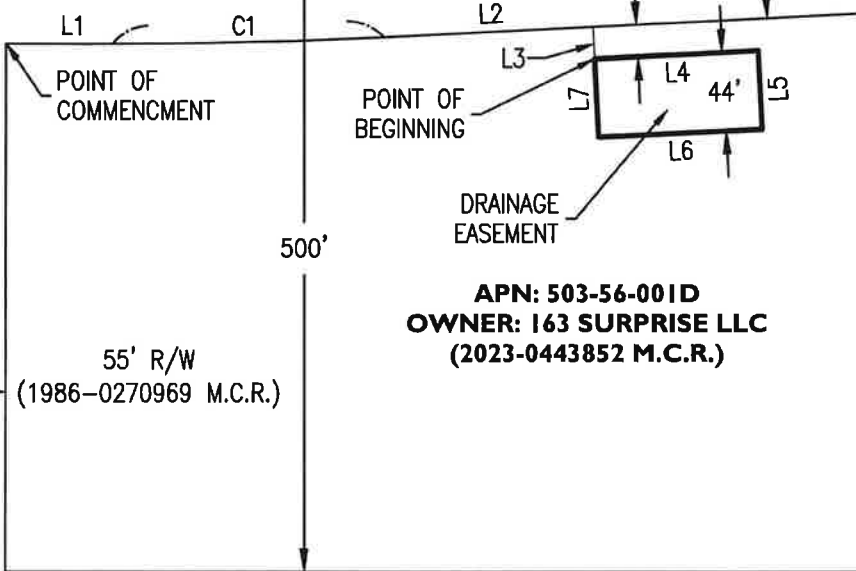
I 63RD AVENUE

NW COR SEC 7 T4N, R1W
FOUND 1/2" REBAR BENT,
SHOT POINT OF ENTRY

N1/4 CORNER SEC 7 T4N, R1W
CALCULATED POSITION OF MONUMENT PER
RECORD OF SURVEY BK.678, PG.17, MCR

HAPPY VALLEY ROAD

136' EXCEPTION
(2023-0443852 M.C.R.)



APN: 503-56-001D
OWNER: 163 SURPRISE LLC
(2023-0443852 M.C.R.)

CURVE TABLE

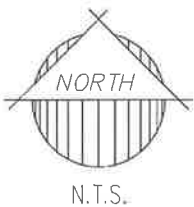
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	153.24'	3068.00'	2°51'42"	153.22'	N88°37'54"E

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°56'16"E	59.12'
L2	N87°12'02"E	118.78'
L3	S02°47'58"E	18.00'
L4	N87°12'02"E	92.00'

LINE TABLE

LINE	BEARING	LENGTH
L5	S02°47'58"E	44.00'
L6	S87°12'02"W	92.00'
L7	N02°47'58"W	44.00'



503-56-001D - DRAINAGE EASEMENT EXHIBIT

SHEET 2 OF 2

PROJECT NO: 2303022

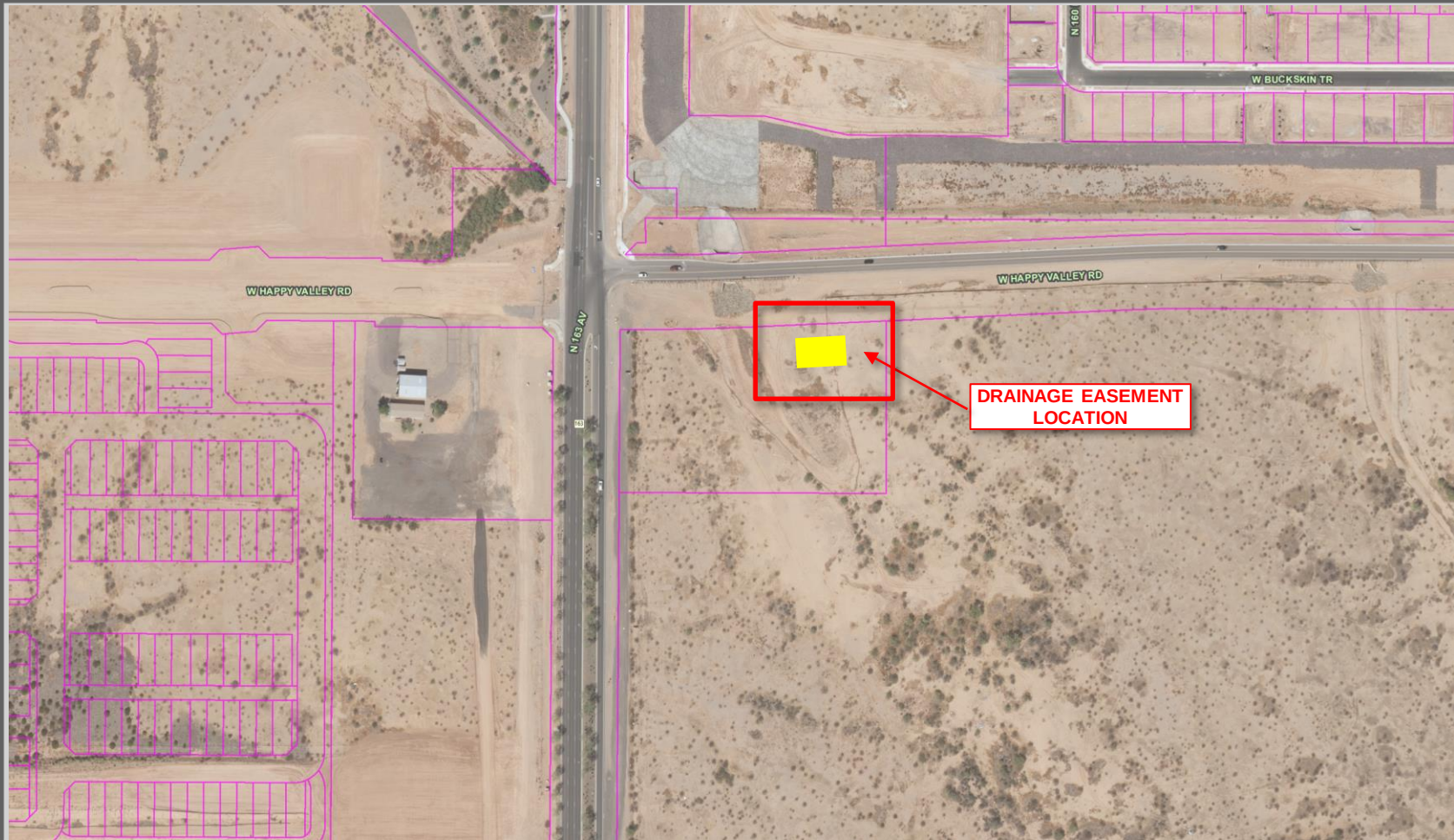


COOPER AERIAL SURVEYS CO.
11402 N. CAVE CREEK ROAD
PHOENIX, ARIZONA 85020
602-678-5111



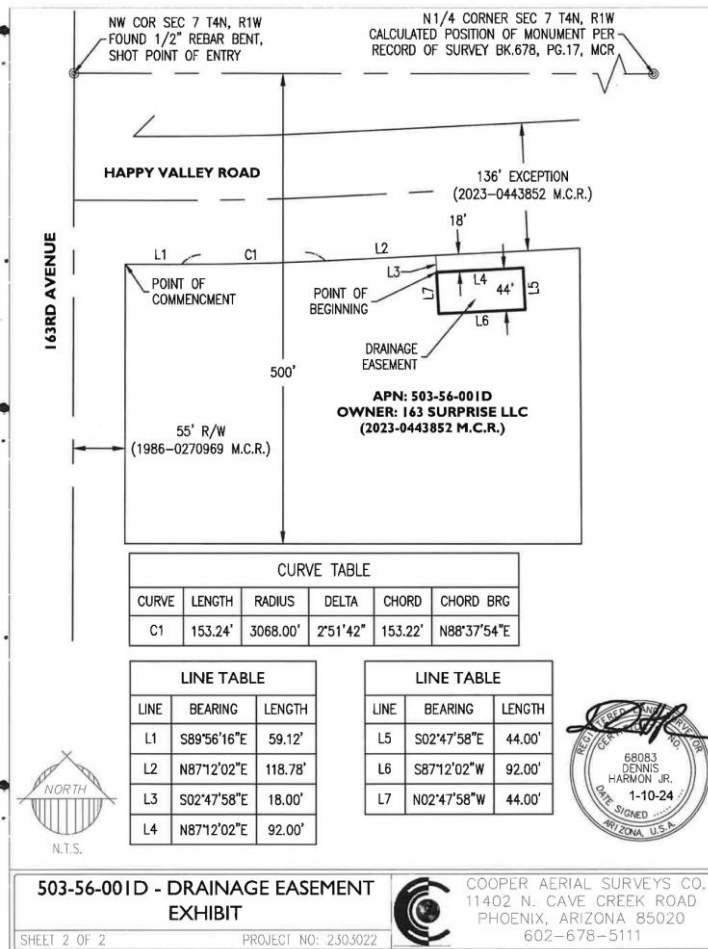
163 Surprise LLC Temporary Drainage Easement

City Council – August 6, 2024



VICINITY MAP







SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 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 approval of the Map of Dedication entitled, “Prasada Phase 2, Hearn Road” and dated June 12, 2024, a site generally located on the northwest corner of Waddell Road and Prasada Parkway; Case FS23-1062.

Motion:

I move to approve the Map of Dedication entitled, “Map of Dedication Prasada Phase 2, Hearn Road” and dated June 12, 2024; Case FS23-1062.

Background:

Lucy Acosta, with Optimus Civil Design Group, on behalf of American Furniture Warehouse, seeks approval of a Map of Dedication (MOD) for the American Furniture Warehouse site, generally located on the northwest corner Waddell Road and Prasada Parkway. The proposed MOD dedicates approximately 0.45 acre of ROW for the section of Hearn Road associated with northern access to the American Furniture Warehouse site.

Objective Analysis:

The subject Map of Dedication meets the requirements of the Prasada PAD, in addition to other requirements as set forth in the Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

This proposed Map of Dedication is consistent with the Surprise General Plan 2035, Prasada PAD and the 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. 0 - FS23-1062 American Furniture Warehouse MOD - Staff Report 08.06.24 CC
 2. 01 – FS23-1062 American Furniture Warehouse MOD – Vicinity Map
 3. 02 – FS23-1062 American Furniture Warehouse MOD – Zoning Map
 4. 03 – FS23-1062 American Furniture Warehouse MOD – Map of Dedication Exhibit
 5. 04 – FS23-1062 American Furniture Warehouse MOD – Map of Dedication
 6. FS23-1062 American Furniture Warehouse MOD - Presentation
-

Map of Dedication

REPORT TO THE CITY COUNCIL

Case: FS23-1062

Project Name: American Furniture Warehouse MOD

Council District: 3 - Mesquite

City Council Date: August 06, 2024

Planner: Leslie Carnie, Planner II

Owner: American Furniture Warehouse

Applicant: Lucy Acosta of Optimus Civil Design Group

Request: Map of Dedication for American Furniture Warehouse

Site Location: Generally located on the northwest corner of Waddell Road and Prasada Parkway.

Site Size: 23.23 Gross acres (approx.)

Density: N/A

Findings:

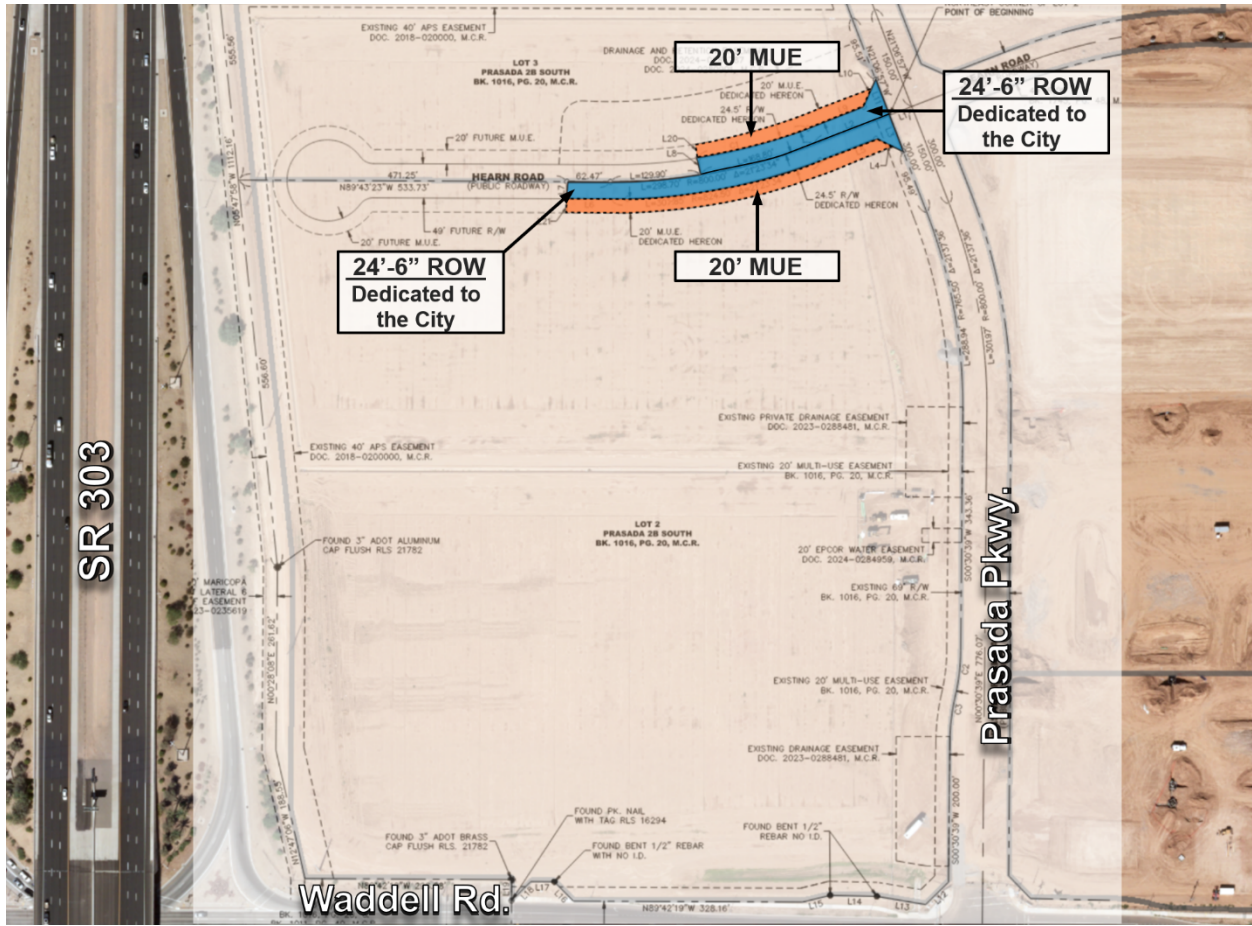
- The proposed Map of Dedication is consistent with the Surprise General Plan 2035.
- The proposed Map of Dedication is consistent with the Prasada PAD
- The proposed Map of Dedication is consistent with the Surprise Municipal Code.

Alternative Actions: **Approve** – Approval of the proposed Map of Dedication will allow the applicant to dedicate certain rights-of-way to the city as proposed.

Deny – Denial of the requested Map of Dedication will prevent the applicant from dedicating certain rights-of-way to the city as proposed.

Additional Information:

Lucy Acosta, with Optimus Civil Design Group on behalf of American Furniture Warehouse, seeks approval of a Map of Dedication (MOD) for the American Furniture Warehouse site, generally located on the northwest corner Waddell Road and Prasada Parkway. The proposed MOD entitled "Prasada Phase 2, Hearn Road" dated June 12, 2024, dedicates approximately 0.45 acres of right of way (ROW) and associated 20' Municipal Utility Easement (MUE) for a section of Hearn Road on the northerly boundary of the site. The dedication will allow for the applicant to construct the offsite improvements and provide northerly access to the site. Future Hearn Road ROW dedication and construction will be associated with the development of Lot 3 to the north.



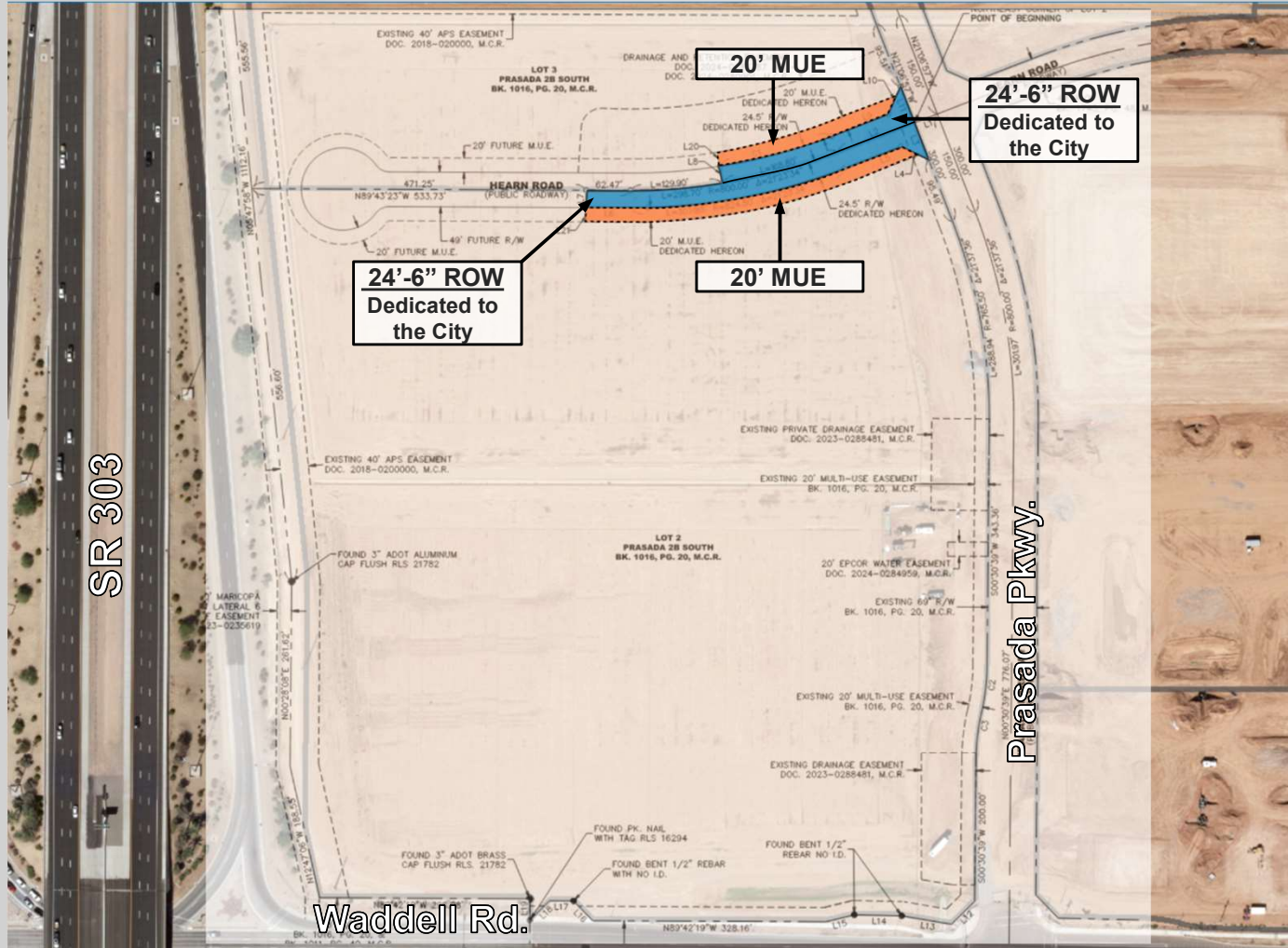
Attachments:

- 01 Vicinity Map
- 02 Zoning Map
- 03 Map of Dedication Exhibit
- 04 Map of Dedication
- PPT





ZONING MAP



MAP OF DEDICATION
PRASADA PHASE 2, HEARN ROAD

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: SUBURBAN LAND RESERVE INC, A UTAH CORPORATION AND AMERICAN FURNITURE WAREHOUSE CO, A COLORADO CORPORATION, OWNERS HAS SUBDIVIDED UNDER THE NAME OF "MAP OF DEDICATION OF PRASADA PHASE 2B SOUTH, HEARN ROAD", A PORTION OF FINAL PLAT "PRASADA PHASE 2B SOUTH" RECORDED IN BOOK 1016 OF MAPS, BOOK 20, RECORDS OF MARICOPA COUNTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS MAP OF DEDICATION AS AND FOR THE MAP OF DEDICATION OF "MAP OF DEDICATION OF PRASADA PHASE 2B SOUTH, HEARN ROAD", AND HEREBY DECLARES THAT SAID MAP OF DEDICATION SETS FOR THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH STREET SHALL BE KNOW BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID MAP OF DEDICATION. SUBURBAN LAND RESERVE INC, A UTAH CORPORATION AND AMERICAN FURNITURE WAREHOUSE CO, A COLORADO CORPORATION, OWNERS, HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID MAP OF DEDICATION AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

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

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

OWNERS HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT, WHICH EASEMENT SHALL INCLUDE, BUT NOT 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 OPERATIONS OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND/OR AUXILIARY FIELD.

THE EASEMENT IN FAVOR OF THE GRANTEE IS GRANTED SUBJECT TO THE CONDITION THAT GRANTEE SHALL HOLD GRANTOR AND GRANTOR'S SUCCESSORS AND ASSIGNS HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, LIABILITIES OR EXPENSES WHICH MAY RESULT FROM GRANTEE'S USE OF THE EASEMENT. BY ACCEPTING THE EASEMENT, THE GRANTEE AGREES TO EXERCISE REASONABLE CARE TO AVOID DAMAGE TO THE PREMISES AND ALL PROPERTY THAT MAY AT ANY TIME BE THEREON.

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

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

IN WITNESS WHEREOF:

THAT SUBURBAN LAND RESERVE INC, A UTAH CORPORATION AND AMERICAN FURNITURE WAREHOUSE CO., A COLORADO CORPORATION, OWNERS, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE UNDERSIGNED OFFICER, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 20____.

SUBURBAN LAND RESERVE INC., A UTAH CORPORATION

BY: _____

ITS: _____

BY: _____
NAME DATE

AMERICAN FURNITURE WAREHOUSE CO., A COLORADO CORPORATION

BY: _____

ITS: _____

BY: _____
NAME DATE

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____. BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED

_____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THERE IN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____. BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED

_____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THERE IN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES:

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12 AS SHOWN IN BOOK 1016, PAGE 20 MARICOPA COUNTY RECORDS. SAID LINE BEARS NORTH 00 DEGREES 32 MINUTES 45 SECONDS EAST.

RELEASE OF LIABILITY

SUBURBAN LAND RESERVE, INC. AND AMERICAN FURNITURE WAREHOUSE CO. 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.

SUBURBAN LAND RESERVE, INC. AND AMERICAN FURNITURE WAREHOUSE CO, 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/OR AUXILIARY FIELD.

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.

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 DOCUMENT NO. 97-0231759 ("IGA"). CITY AND MWD HAVE FACILITIES AND PROPERTY INTEREST DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATION OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHT--OF--WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

IN LOCATIONS WERE 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 PROVIDER'S 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.

NOTICE OF PRASADA 2B SOUTH DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO A PRASADA 2B SOUTH DEVELOPMENT AGREEMENT DATED APRIL 18, 2008 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ON ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON MAY 8, 2008, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 2008-0408825. 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 TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NO 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 LANDOWNER AT SUBURBAN LAND RESERVE INC, A UTAH CORPORATION AND AMERICAN FURNITURE WAREHOUSE CO, A COLORADO CORPORATION OWNERS, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 20____.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("MWD")

BY: _____
CHRISTINE CAIN

ITS: _____
PROPERTY & CONTRACTS MANAGER

ATTEST:

BY: _____
GLEN VOTHERMS

ITS: _____
ASSISTANT SECRETARY

SUBURBAN LAND RESERVE INC. A UTAH CORPORATION AND AMERICAN FURNITURE CO. A COLORADO CORPORATION (OWNERS)

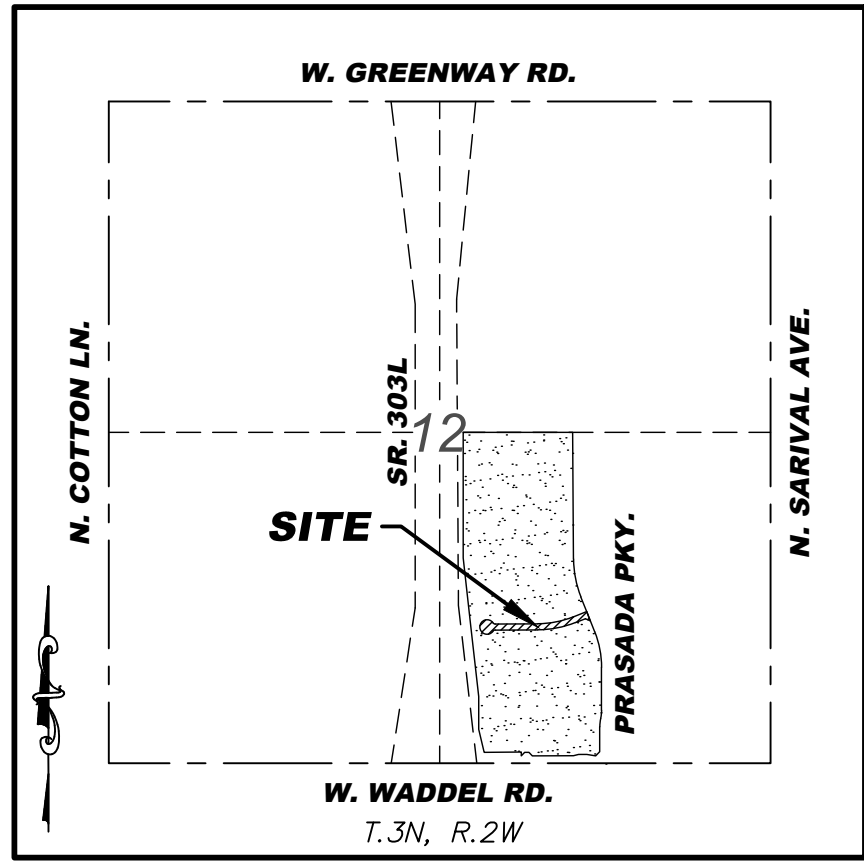
BY: _____

ITS: _____

FLOOD ZONE

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1660 L, DATED 10/16/2013, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X". AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

R/W AREA TABLE		
R/W	AREA (SF)	AREA (AC)
HEARN	19,593	0.450



OWNERS

LOT 2, BK 1016, PG. 20, M.C.R.
AMERICAN FURNITURE WAREHOUSE CO.
8820 AMERICAN WAY
ENGLEWOOD CO, 80112
PHONE: 303.859.3170
CONTACT: NOLAN MORRISON

LOT 3, BK. 1016, PG. 20, M.C.R.
SUBURBAN LAND RESERVE INC.
P.O. BOX 511196
SALT LAKE CITY, UT 84196
PHONE: 801.321.7533
CONTACT: DANNY OWEN

ENGINEER

OPTIMUS CIVIL DESIGN GROUP LLC
4650 E COTTON CENTER BLVD, STE 200
PHOENIX, AZ 85040
PHONE: 602.286.9300
CONTACT: JAMSHIED D. BEHRANA, P.E.

SURVEYOR

RICK ENGINEERING
2401 W PEORIA AVE, STE #130
PHOENIX, ARIZONA 85029
PHONE: 602.957.3350
CONTACT: MICHAEL A. BANTA, RLS 38175 AZ

MAP OF DEDICATION NOTES

- PURSUANT TO A.R.S. § 42-11102, 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.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS MAP OF DEDICATION ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- NO ON--SITE GRADING OR EXCAVATING SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, FOR COMMUNITY NO. 040053 IN MARICOPA COUNTY, STATE OF ARIZONA. WHICH IS CURRENT FLOOD INSURANCE RATE MAP IN WHICH SAID PROPERTY IS SITUATED.
- THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT--OF--WAY AS SHOWN THIS MAP OF DEDICATION SHALL BE THE RESPONSIBILITY OF AMERICAN FURNITURE WAREHOUSE CO. UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT--OF--WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS--OF--WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-- OF--WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

SURVEYOR'S NOTES

- ALL BEARINGS AND DISTANCES REPORTED ON THIS SURVEY ARE MEASURED TO THE MONUMENTS FOUND OR SET AS SHOWN. UNLESS OTHERWISE NOTED.
- ALL CORNERS SHOWN WILL HAVE MONUMENTS SET AT THE TIME OF APPROVAL OF THIS MAP OF DEDICATION.

APPROVALS

DATA ON THIS MAP OF DEDICATION REVIEWED AND APPROVED

THIS _____ DAY OF _____, 20____.

CITY ENGINEER _____

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY OF _____, 20____.

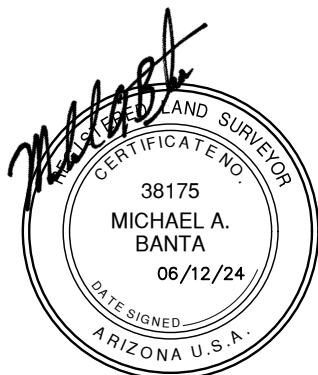
MAYOR _____
ATTEST _____

CITY CLERK _____ DATE _____

CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF OCTOBER, 2023, AND THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

MICHAEL A. BANTA, RLS 38175 AZ
2401 W. PEORIA AVE, SUITE 130
PHOENIX, AZ 85029
PHONE: 602-957-3350
MBANTA@RICKENGINEERING.COM



SURVEYOR:

2401 W PEORIA AVE, STE 130
PHOENIX, AZ 85029
602.957.3350

RICK
ENGINEERING COMPANY
San Diego - Riverside - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

rickengineering.com

ENGINEERING COMPANY

San Diego - Riverside - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

DRAWN BY: _____
CHECKED BY: _____

CRS [SCALE]: _____
MAB [DATE]: _____

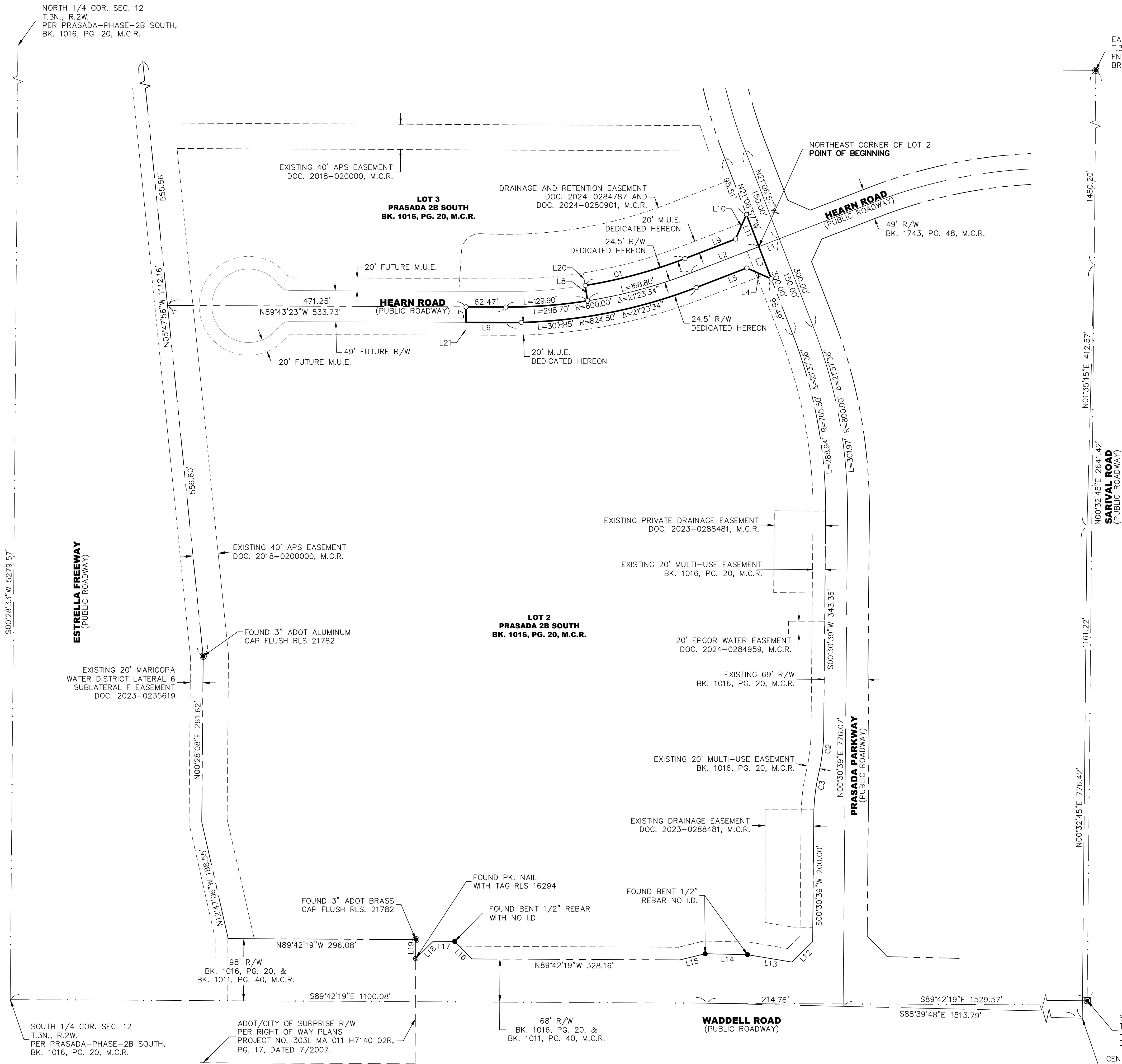
N.T.S.: _____
06/12/2024

MAP OF DEDICATION
PRASADA PHASE 2B SOUTH
HEARN ROAD
SURPRISE, ARIZONA



PROJECT NO.
6309
SHEET NO. 1 OF 2

FS23-1062



LEGAL DESCRIPTION

A PORTION OF LOT 2 AND LOT 3, PRASADA 2B SOUTH, BOOK 1016 OF MAPS, PAGE 20, RECORDS OF MARICOPA COUNTY, ARIZONA, SITUATED IN SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;

THENCE SOUTH 21 DEGREES 06 MINUTES 57 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 2, 54.50 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 66 DEGREES 06 MINUTES 57 SECONDS WEST, 42.43 FEET;

THENCE SOUTH 68 DEGREES 53 MINUTES 03 SECONDS WEST, 85.50 FEET, TO A TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 824.50 FEET;

THENCE WESTERLY 307.85 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21 DEGREES 23 MINUTES 34 SECONDS, TO A TANGENT LINE;

THENCE NORTH 89 DEGREES 43 MINUTES 23 SECONDS WEST, 62.47 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 37 SECONDS EAST, 24.50 FEET, TO THE NORTH LINE OF SAID LOT 2 AND THE SOUTH LINE OF SAID LOT 3;

THENCE SOUTH 89 DEGREES 43 MINUTES 23 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 2 AND SOUTH LINE OF SAID LOT 3, 62.47 FEET, TO A TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 800.00 FEET;

THENCE EASTERLY 129.90 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09 DEGREES 18 MINUTES 11 SECONDS, TO A NON-TANGENT LINE;

THENCE DEPARTING NORTH LINE OF SAID LOT 2 AND SOUTH LINE OF SAID LOT 3, NORTH 9 DEGREES 01 MINUTE 34 SECONDS WEST, 24.50 FEET, TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, WHOSE RADIUS BEARS NORTH 09 DEGREES 01 MINUTE 34 SECONDS WEST, 775.50 FEET;

THENCE EASTERLY 163.63 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12 DEGREES 05 MINUTES 23 SECONDS, TO A TANGENT LINE;

THENCE NORTH 68 DEGREES 53 MINUTES 03 SECONDS EAST, 85.50 FEET;

THENCE NORTH 23 DEGREES 53 MINUTES 03 SECONDS EAST, 42.43 FEET, TO THE EAST LINE OF SAID LOT 3;

THENCE SOUTH 21 DEGREES 6 MINUTES 57 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 3, 54.50 FEET, TO THE **POINT OF BEGINNING**.

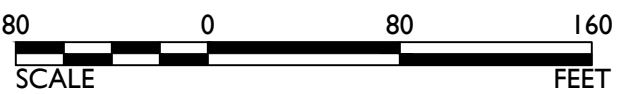
CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	12°05'23"	775.50'	163.63'	N74°55'44"E 163.33'
C2	12°37'19"	297.42'	65.52'	S06°49'19"W 65.39'
C3	12°37'19"	302.58'	66.66'	S06°49'19"W 66.52'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S68°52'24"W	34.50'
L2	S68°53'03"W	115.50'
L3	S21°06'57"E	54.50'
L4	N66°06'57"W	42.43'
L5	S68°53'03"W	85.50'
L6	N89°43'23"W	62.47'
L7	N00°16'37"E	24.50'
L8	N09°01'34"W	24.50'
L9	N68°53'03"E	85.50'
L10	N23°53'03"E	42.43'
L11	S21°06'57"E	54.50'
L12	S45°45'52"W	46.05'
L13	N80°32'00"W	70.71'
L14	N88°39'48"W	62.78'
L15	S76°15'31"W	41.23'
L16	N44°42'19"W	38.77'
L17	N89°42'19"W	34.00'
L18	S45°17'41"W	38.77'
L19	N00°17'27"E	30.00'
L20	N09°01'34"W	20.00'
L21	N00°16'37"E	20.00'

LEGEND

- FOUND BRASS CAP FLUSH
- ⊠ FOUND BRASS CAP IN HANDHOLE
- FOUND 'PK' NAIL
- FOUND 1/2" REBAR
- SET 1/2" REBAR, RLS 38175 AZ
- M.C.R. MARICOPA COUNTY RECORDS
- BK./PG. BOOK & PAGE
- DOC. DOCUMENT NUMBER
- R/W RIGHT OF WAY
- M.U.E. MULTI-USE EASEMENT

- BOUNDARY LINE
- - - SECTION LINE
- CENTER LINE
- - - EASEMENT LINE
- ADJACENT BOUNDARY LINE



FS23-1062

NO.	BY	DATE	REVISION



RICK
ENGINEERING COMPANY
2401 W PEORIA AVE, STE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
N.T.S.
06/12/2024
DRAWN BY: MAB
CHECKED BY: N.T.S.

MAP OF DEDICATION
PRASADA PHASE 2B SOUTH
HEARN ROAD
SURPRISE, ARIZONA





FS23-1062

American Furniture Warehouse

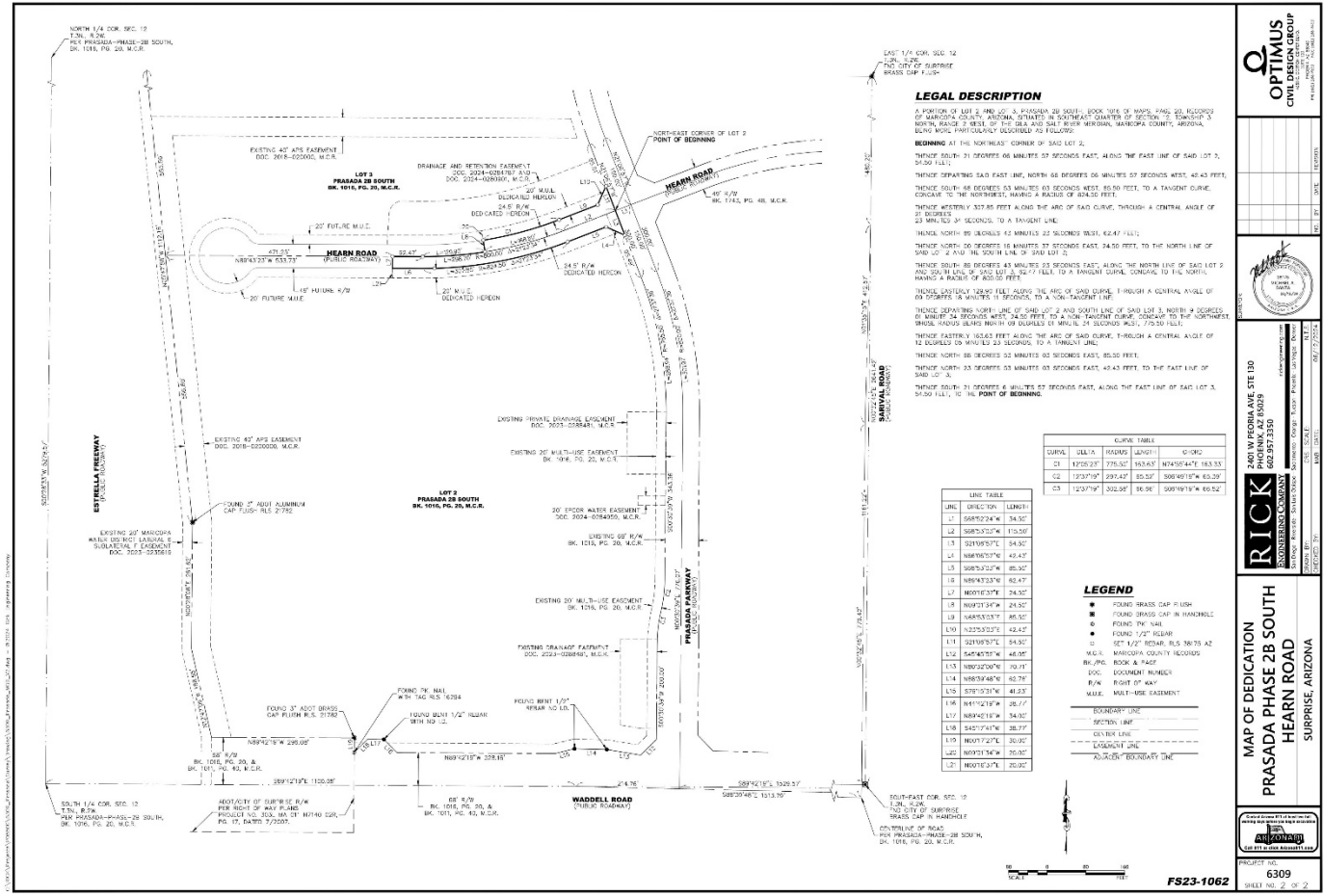
Map of Dedication

City Council
August 6, 2024



VICINITY MAP





MAP OF DEDICATION



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 5

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, “The Pointe at Surprise” and dated May 14, 2024, a site generally located on the northeast corner of Reems Road and Tierra Buena Lane; Case #FS22-0858.

Motion:

I move to approve the Final Plat entitled, “The Pointe at Surprise” and dated May 14, 2024; Case FS22-0858.

Background:

Benjamin Graff with Quarles & Brady, LLC., on behalf of Goldstream Development, LLC., seeks approval of a Final Plat for “The Pointe at Surprise”, a site generally located on the northeast corner of Reems Road and Tierra Buena Lane. The proposed Final Plat combines five parcels to create one approximately 11.72 net acre parcel and dedicates approximately 0.40 acres for Reems Road and Tierra Buena Lane ROW. This plat is requested in conjunction with the development of an “age in place” retirement and assisted living community.

Objective Analysis:

The subject Final Plat meets the requirements of the R-3 zoning district, in addition to other requirements as set forth in the Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

This proposed Final Plat is consistent with the Surprise General Plan 2035, R-3 zoning district and the Land Development Ordinance.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00-FS22-0858 The Pointe at Surprise Final Plat- Staff Report 08.06.24 CC
 2. 01 – FS22-0858 The Pointe at Surprise Final Plat– Vicinity Map
 3. 02 – FS22-0858 The Pointe at Surprise Final Plat – Zoning Map
 4. 03 – FS22-0858 The Pointe at Surprise Final Plat - Final Plat Exhibit
 5. 04 – FS22-0858 The Pointe at Surprise Final Plat- Final Plat
 6. FS22-0858 The Pointe at Surprise Final Plat - 08.06.24 CC Presentation
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS22-0858

Project Name: The Pointe at Surprise

Council District: 5 - Palm

Meeting Date: August 06, 2024

Planner: Leslie Carnie, Planner II

Owner: Goldstream Development, LLC

Applicant: Benjamin Graff with Quarles & Brady, LLC

Request: A Final Plat to combine five parcels to create one approximately 11.72 net acre parcel and the dedication of approximately 0.40 acres for Reems Road and Tierra Buena Lane Right-of-Way (ROW). Case #FS22-0858

Site Location: Generally located on the northeast corner of Reems Road and Tierra Buena Lane

Site Size: 12.12 Gross Acres (approx.)

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- 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:

Benjamin Graff with Quarles & Brady, LLC., on behalf of Goldstream Development, LLC., seeks approval of a Final Plat for “The Pointe at Surprise”, a site generally located on the northeast corner of Reems Road and Tierra Buena Lane. The proposed Final Plat combines five parcels to create one approximately 11.72 net acre parcel and dedicates approximately 0.40 acres for Reems Road and Tierra Buena Lane ROW.

Background:

April 26, 1984: The subject parcels (A.P.N. 501-19-063, 501-19-064, 501-17-028A, 501-17-028E, and 501-17-006G) were annexed into the City of Surprise.

August 19, 2014: The Mayor and City Council approved a Zone Change of 1.64 acres from Rural Residential (RR/R1-43) to Medium Density Zoning (RM-12) and a Final Plat for the area known as “Mariposa Acres” (approximately ± 4 gross acres comprised of Lot 1, Lot 2 and 0.46 acres of ROW) under case FS12-168.

September 01, 2015: The Mayor and City Council approved a 1- year Final Plat extension and applied a deed restriction limiting the use on Lot 1 to a “Senior Housing development of 16 or fewer units” under case FS12-168.

March 28, 2016: The Mayor and City Council approved a Zone Change of 15.76 acres of the Paradise Acres area, which included the original ± 4 acres of Mariposa Acres and additional adjacent acreage, from Rural Residential (RR/R1-43) and Medium Density Residential (RM-12), to Neighborhood Commercial (C-1) with a PUD Overlay under case FS16-153

July 01, 2021: A Concept Review meeting was held for the subject project under case CR21-316.

June 21, 2022: The applicant filed a request for a Zone Change, Site Plan and Final Plat under case FS22-0858.

January 16, 2023: The Mayor and City Council Approved the Zone Change of the subject site, from RR and C-1 PUD to R3.

Analysis and Discussion:

Five parcels on the (approx.) 12.12 gross acre site are being assembled to create one 11.72 net acre parcel to accommodate the development of an “age in place” retirement and assisted living community. ROW dedications include 329.76’ of 35’ ROW at the North end of the western boundary to complete the 68’ ROW required for Reems Road. 10’ of ROW is dedicated along the southerly boundary to complete the 40’ ROW requirement for Tierra Buena Lane. In addition to ROW, a 10’ Irrigation Easement runs the length of the northerly and most easterly boundary of the site. An 8’ Public Utility Easement (PUE) is dedicated along the Reems Road and Tierra Buena Lane frontage.



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:

The proposed Final Plat is in compliance with the General Plan in that it promotes and facilitates the build out of vacant and underutilized land through infill, reuse, revitalization, and redevelopment activities for appropriate rural, suburban, or urban housing development.

The proposed Final Plat is also in compliance with the General Plan in that it contributes to a communitywide housing mix to serve the evolving demographic and economic needs of the city’s residents.

Reviewing Agencies:

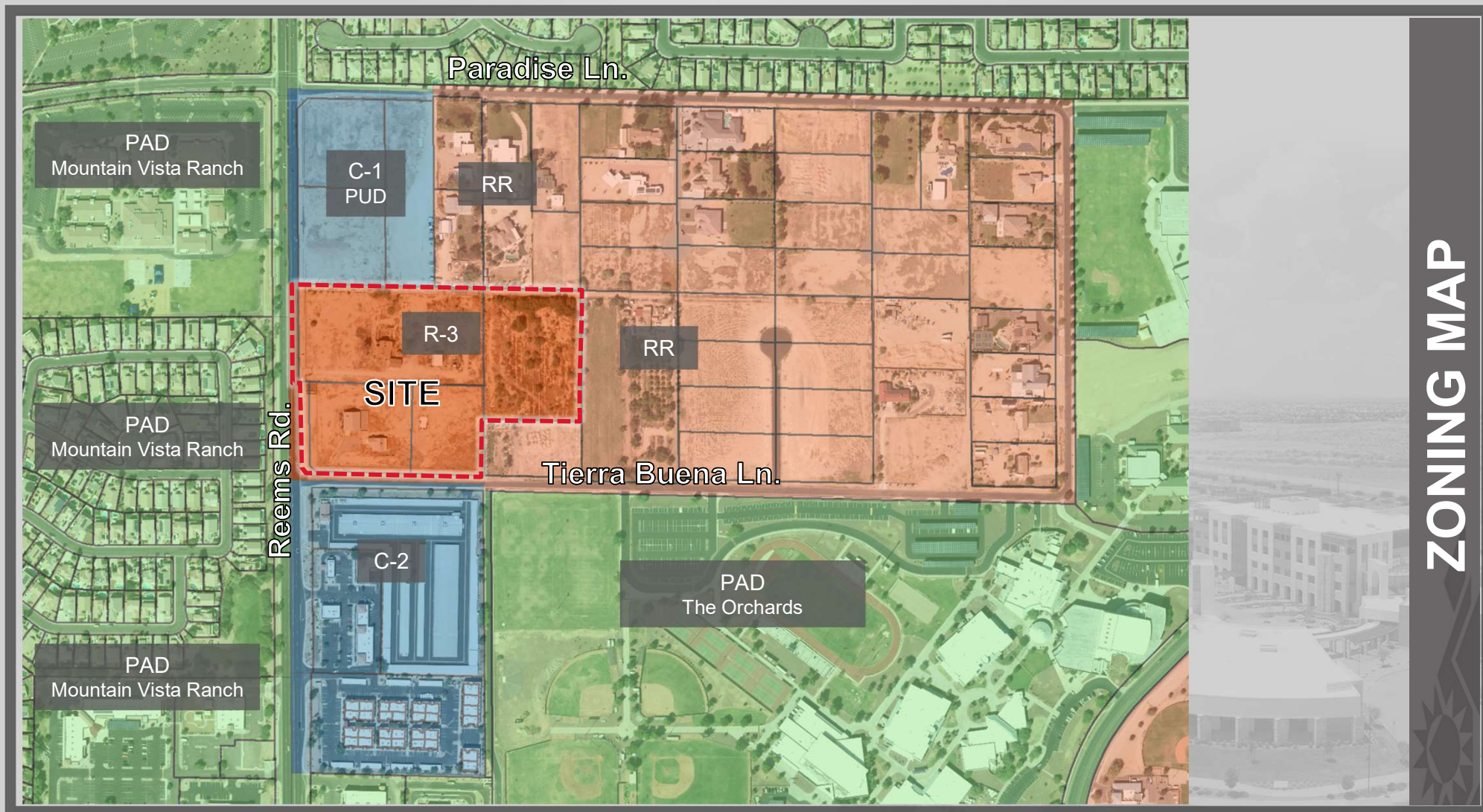
In addition to the standard internal city reviewing departments and Luke Air Force Base, the Maricopa Water District, and ADOT were included in the routing of this request. None of the reviewing agencies indicated any concerns over the request.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat Exhibit
04 Final Plat
Power Point Presentation



VICINITY MAP





FINAL PLAT OF
THE POINTE AT SURPRISE

A RE-PLAT LOTS 1 & 2 OF "MARIPOSA ACRES" AS RECORDED IN BOOK 1231, PAGE 38, M.C.R.
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

GOLD STREAM DEVELOPMENT LLC, A UTAH LIMITED LIABILITY COMPANY ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "THE POINTE AT SURPRISE", A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "THE POINTE AT SURPRISE", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

OWNER HEREBY GRANTS TO THE 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/OR AUXILIARY FIELD.

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY THE 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 TO THE OWNER TO THE CITY UPON THEIR COMPLETION, HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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

IN WITNESS WHEREOF:
GOLD STREAM DEVELOPMENT LLC, A UTAH LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREBY CAUSED THEIR NAME TO BE AFFIXED AND THE SAME ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICERS.

GOLD STREAM DEVELOPMENT LLC, A UTAH LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGMENT

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

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ OF _____, 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: _____

LEGAL DESCRIPTION

THE NORTH 220.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 220.00 FEET THEREOF; AND EXCEPT THE SOUTH 220.00 FEET THEREOF; AND

THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION FIVE (5) TOWNSHIP THREE (3) NORTH, RANGE ONE (1) WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN;

EXCEPT THE WEST THIRTY-THREE (33) FEET THEREOF; AND

LOTS 1 AND 2, MARIPOSA ACRES, ACCORDING TO BOOK 1231 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA.

RELEASE OF LIABILITY

GOLD STREAM DEVELOPMENT LLC, A UTAH 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.

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

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

NOTES

1. 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.
2. THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.
3. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE: SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED, AND REPAIRED BY OWNER OR HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
4. IN ACCORDANCE WITH A.R.S. § 9-461.07; THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
5. 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 #14750 AND 14710, WHEN APPLICABLE.
6. 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.
7. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
8. 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.
9. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

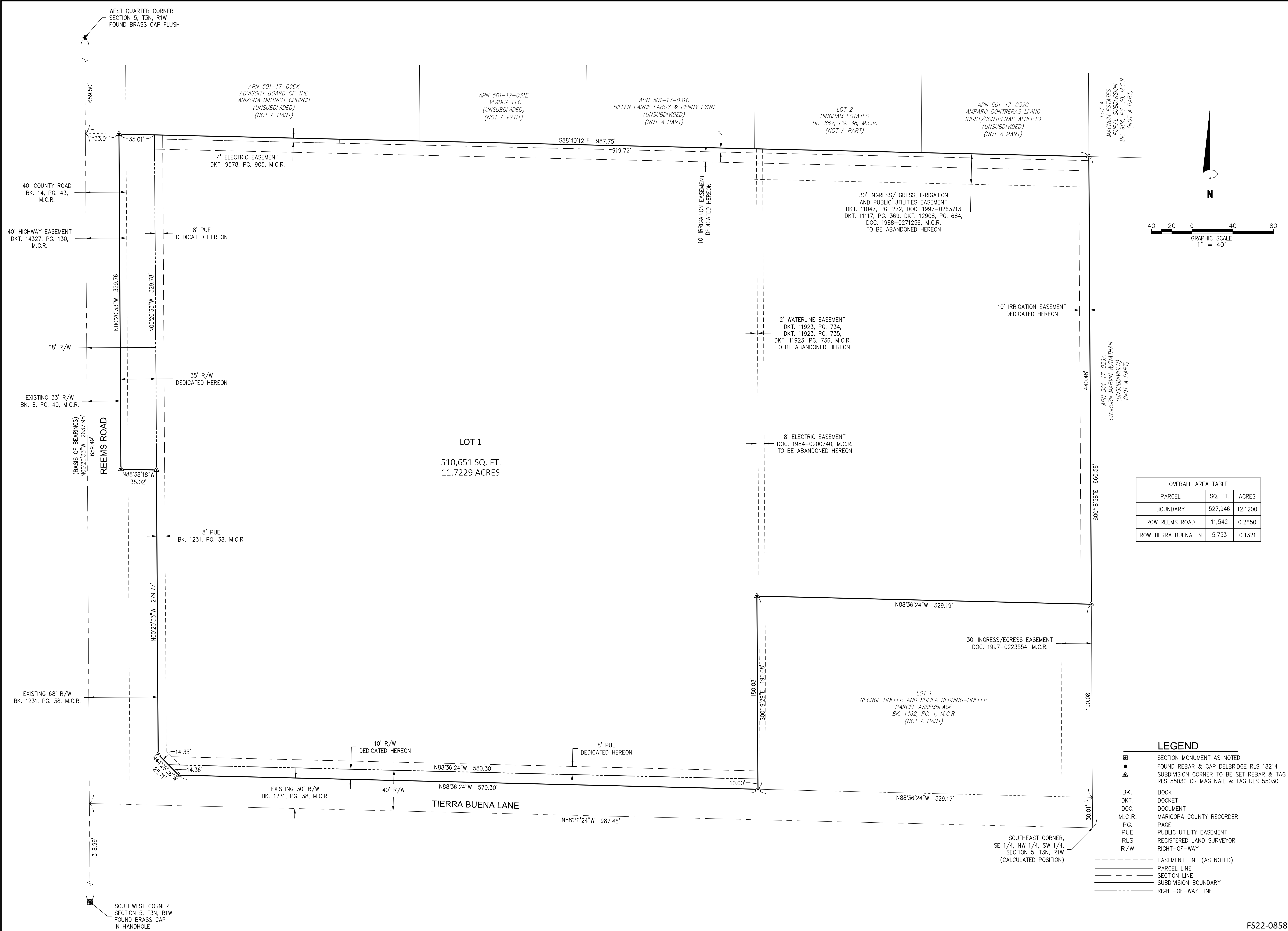
FLOOD PLAIN DESIGNATION

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1220L, DATED OCTOBER 16, 2013 THIS PROPERTY IS LOCATED IN FLOOD ZONE "A": AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT WITH NO BASE FLOOD ELEVATIONS OR DEPTH, AND FLOOD ZONE "X": AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

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

File P:\090804 - Reems Road and Tierra Buena Road\090804-01-001 [Sd] [Survey]_Long\Plan\090804-01-Final Plot.dwg Printed: Mar 28, 2024



Bowman
Bowman Consulting Group, Ltd.
1800 N Desert Drive, #210
Tempe, AZ 85288
Phone: (480) 628-8830
Fax: (480) 629-8841
www.bowman.com

Douglas B. Toney

FINAL PLAT OF
THE POINTE AT SURPRISE
SURPRISE, ARIZONA

DATE: 3/28/24
PROJ NO: 090804-01
TASK NUM: 001
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:

SCALE
1" = 40'

2 OF 2

FS22-0858

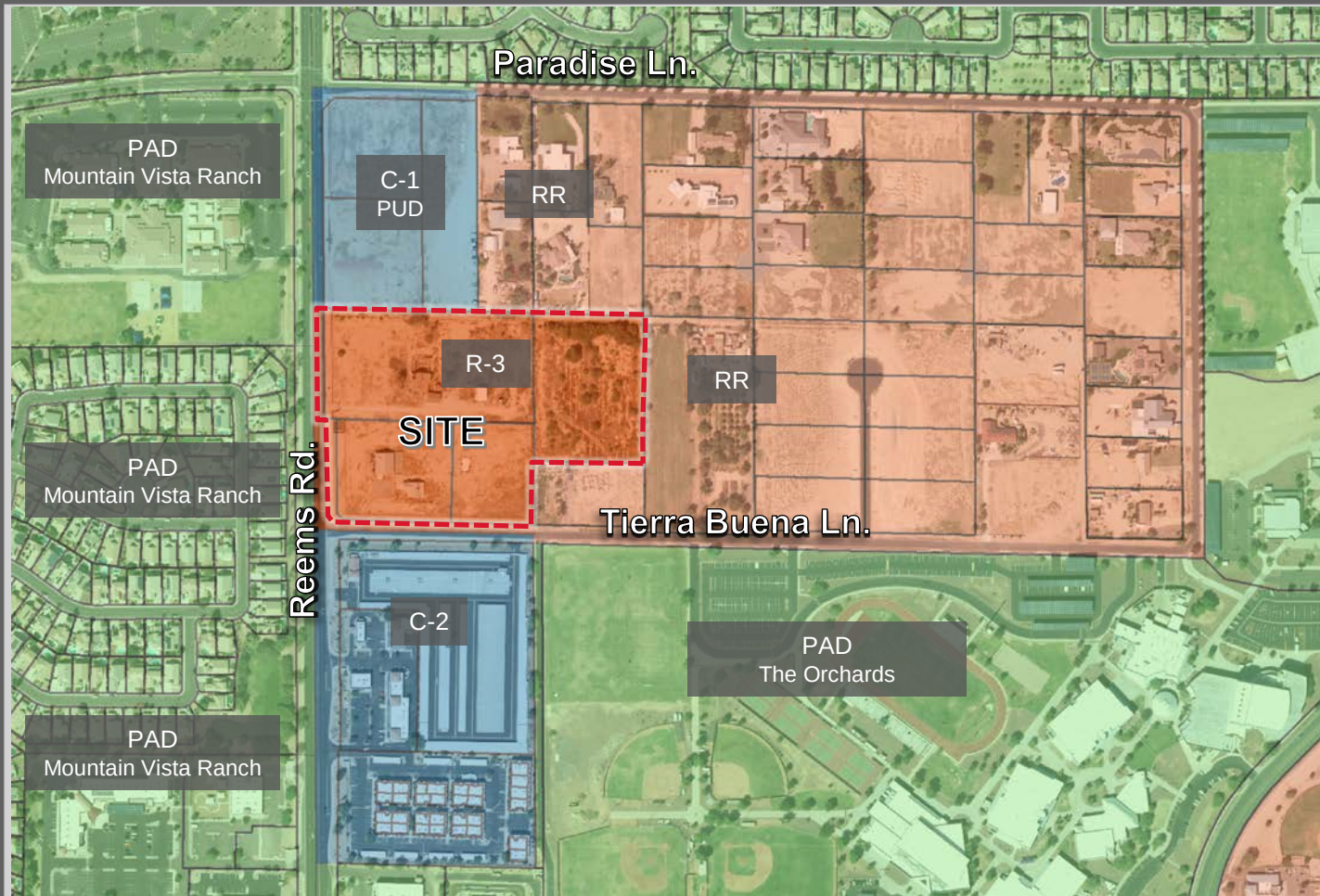


FS22-0858
The Pointe at Surprise
Final Plat

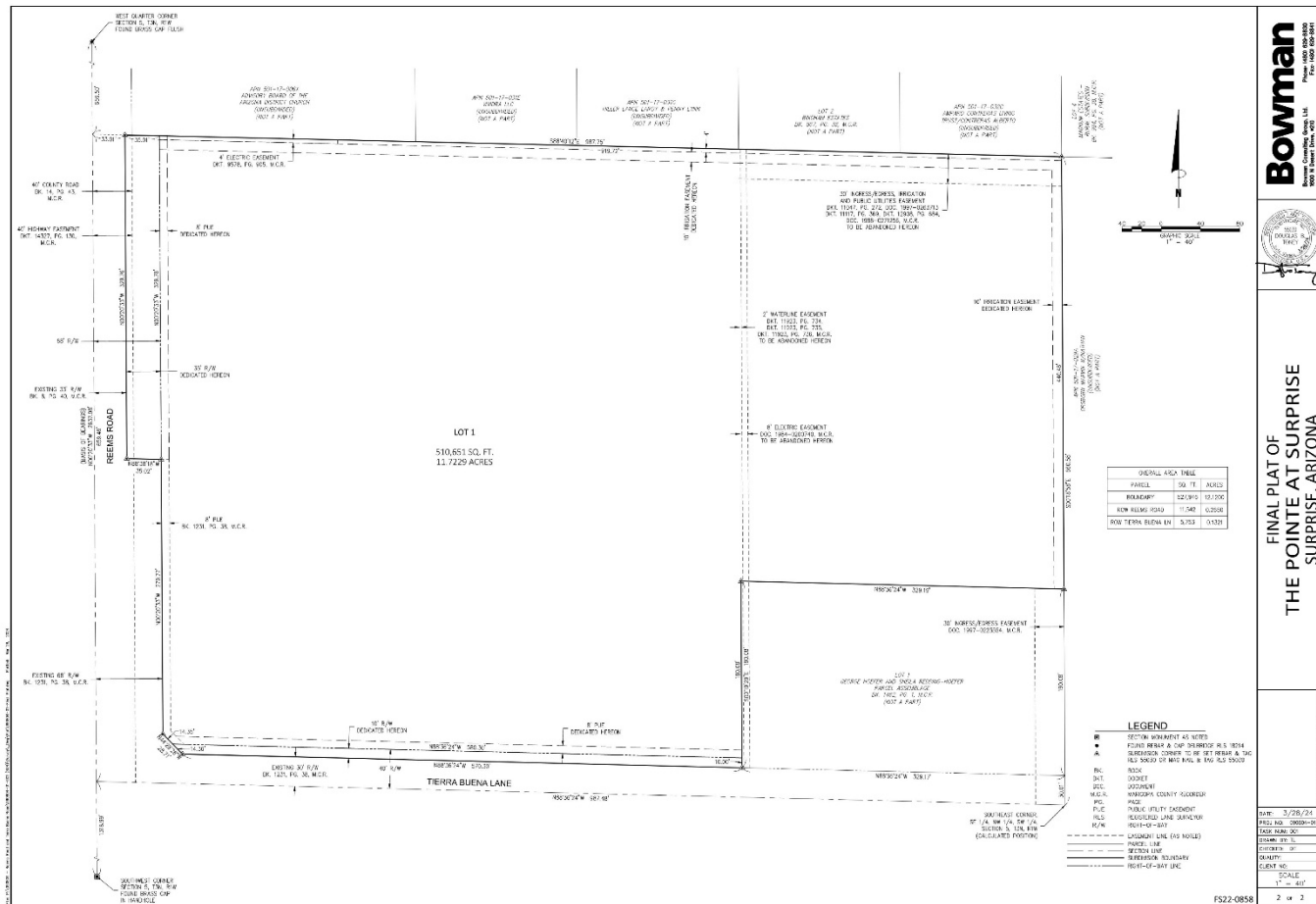
City Council
August 06, 2024



VICINITY MAP







FINAL PLAT OF
THE POINTE AT SURPRISE
SURPRISE, ARIZONA

Bowman
Bowman Consulting Group, L.H.
3000 N. Desert Drive, #203
Scottsdale, AZ 85258
Phone: (480) 430-8800
Fax: (480) 430-8811
www.bowman.com

FINAL PLAT



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 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 right-of-way from Suburban Land Reserve, at Perryville and Cactus Roads.

Motion:

I move to accept the Quit Claim Deed from Suburban Land Reserve.

Background:

In 2023, City of Surprise residents approved the General Obligation Bond for several projects. One of those projects was the building of a park and fire station at Cactus and Perryville Roads. As a part of that project, the 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 has no direct or immediate 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 City's 2023 General Obligation Bonds and acquisition of the right of way is necessary for completion of the roadway improvement. The city will plan for future operations and maintenance of this area when the roadway is in place and has been accepted by the city.

FTE Impact:

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

ATTACHMENTS:

1. QCD SLR RW sec 22 cactus
 2. SLR Sec 22 - CC 08.06.24
-

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

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 DEDICATION

A parcel of land located in the Northwest Quarter of Section 22, Township 3 North, Range 2 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 22 from which the North Quarter Corner of said Section 22 lies South 89°58'47" East 2643.25 feet;

Thence along the north line of said Northwest Quarter South 89°58'47" East 1383.00 feet;

Thence departing said line South 00°01'13" West 68.00 feet;

Thence North 89°58'47" West 1281.15 feet;

Thence South 45°05'04" West 48.14 feet;

Thence South 00°08'58" West 248.15 feet;

Thence North 89°51'02" West 68.00 feet to the west line of said Northwest Quarter;

Thence along said west line North 00°08'58" East 350.00 feet to the POINT OF BEGINNING.

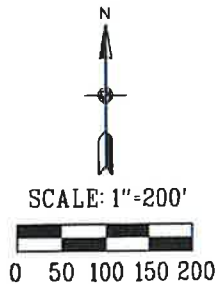
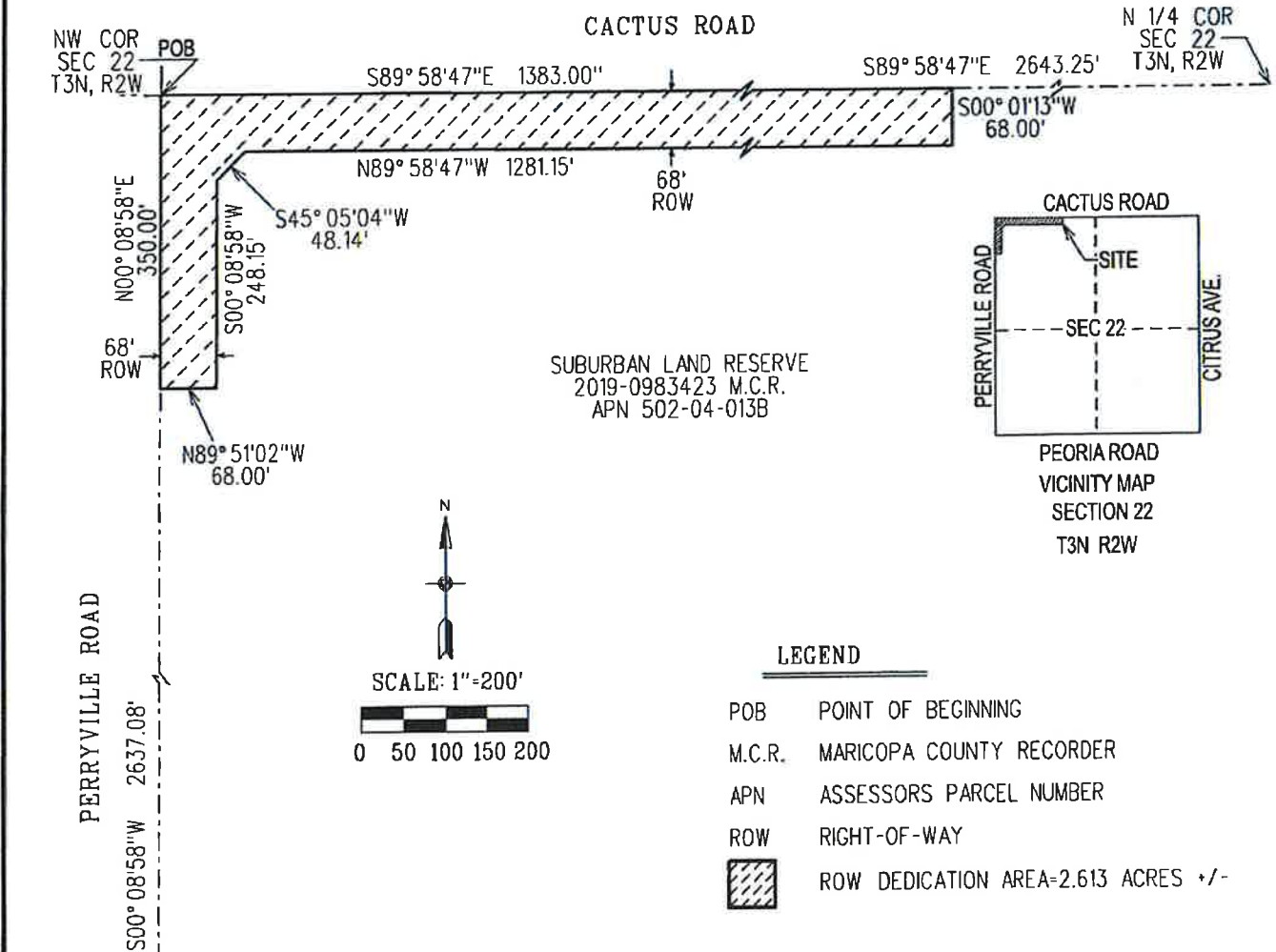
Containing 2.613 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"



LEGEND

- POB POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- APN ASSESSORS PARCEL NUMBER
- ROW RIGHT-OF-WAY
- ROW DEDICATION AREA=2.613 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 ift
 False easting: 2,500,000.000 ift
 Standard parallel scale: 1.000045 (exact)

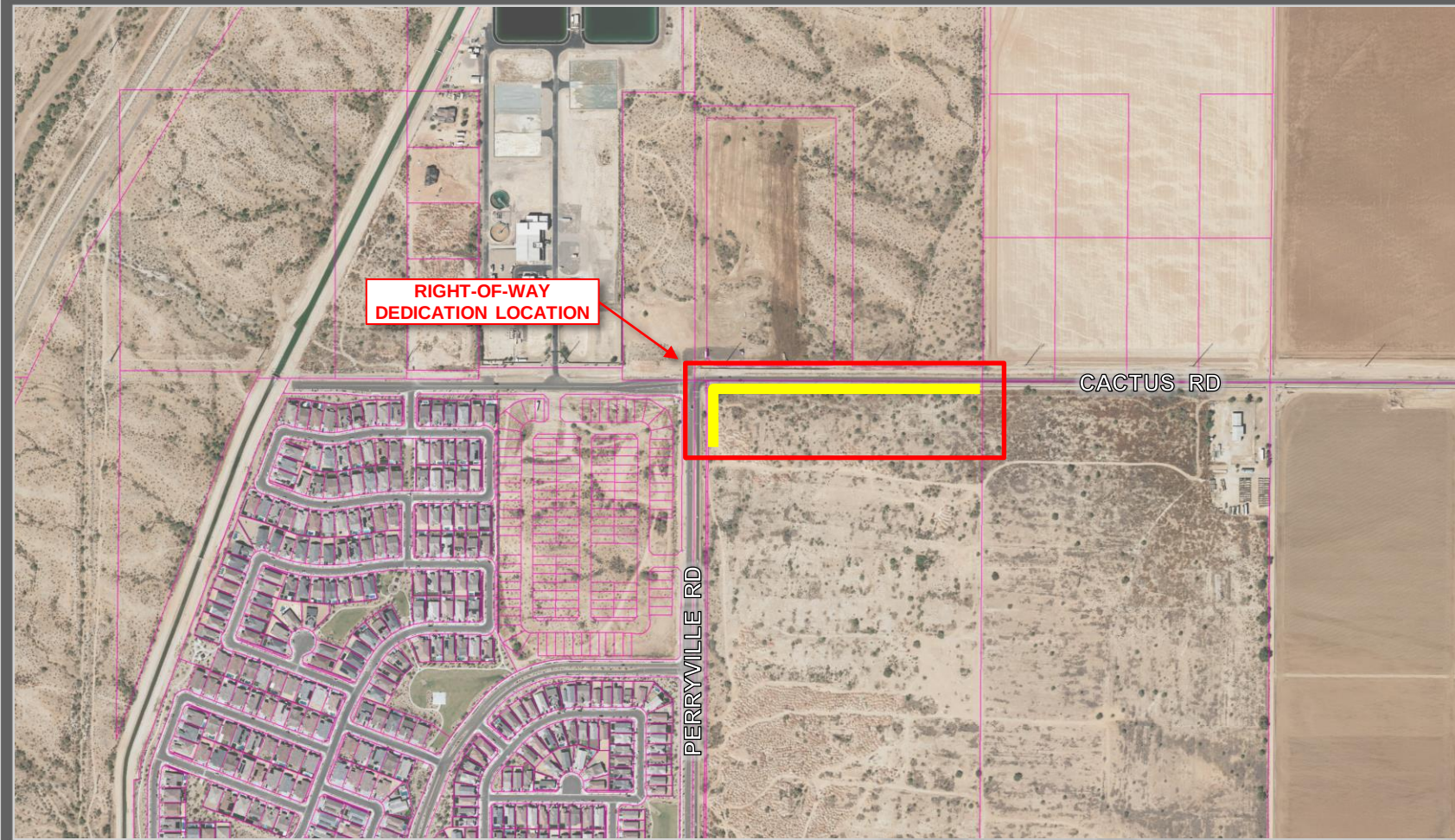


ROAD RIGHT-OF-WAY DEDICATION	 CITY OF SURPRISE LAND SURVEY DEPARTMENT		
PROJECT # 22029	DRAWN BY RCD	DATE 01-04-24	SHEET 1 OF 1



Suburban Land Reserve Cactus / Perryville Right-of-Way Dedication

City Council – August 6, 2024



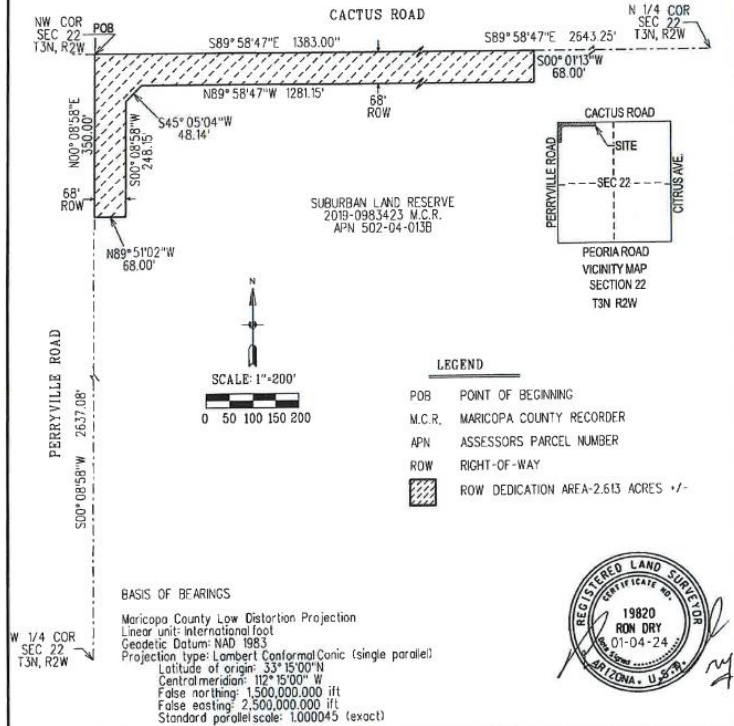
RIGHT-OF-WAY
DEDICATION LOCATION

PERRYVILLE RD

CACTUS RD

VICINITY MAP

EXHIBIT "B"



ROAD RIGHT-OF-WAY
DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 22029

DRAWN BY RCD

DATE 01-04-24

SHEET 1 OF 1

EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 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 approval of the Final Plat entitled, “ A Portion of Lot 13 ‘Beardsley Ranchitos #1 Replat’” and dated May 22, 2024, a property generally located on the northwest corner of Enoch Drive and 181st Drive; Case FS24-0051.

Motion:

I move to approve the final plat entitled “A Portion of Lot 13 ‘Beardsley Ranchitos #1 Replat’” and dated May 22, 2024.

Background:

James Williamson requests approval of a Plat entitled “Final Plat of a Portion of Lot 13 ‘Beardsley Ranchitos #1 Replat’”, dated 5-22-2024. The parcel is zoned Rural Residential (RR) and is located at the northwest corner of Enoch Drive and 181st Drive. This proposed Final Plat will subdivide one (1) lot of approximately 2.015 acres into two (2) lots.

Objective Analysis:

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

Policy Compliant:

This proposed Final Plat is consistent with the RR zoning district and the 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 - FS24-0051 24602 N 181ST DRIVE - Staff Report
 2. 01 - FS24-0051 24602 N 181ST DRIVE - Vicinity Map
 3. 02 - FS24-0051 24602 N 181ST DRIVE - Zoning Map
 4. 03 - FS24-0051 24602 N 181ST DRIVE - Final Plat
 5. 04 - FS24-0051 24602 N 181ST DRIVE - Final Plat Exhibit
 6. 05 - FS24-0051 24602 N 181ST DRIVE - Luke AFB Letter
 7. FS24-0051 24602 N 181ST DRIVE - PowerPoint
-



FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS24-0051

Project Name: 24602 N 181ST DRIVE

Council District: 1 - Acacia

City Council Date: August 6, 2024

Planner: Alex Ferruccio, Planner I

Owner: Devin Cavazos

Applicant: James Williamson of Superior Surveying Services, INC.

Request: Final Plat to subdivide one (1) lot into two (2) lots in the Rural Residential (RR) zoning district.

Site Location: Located on the Northwest corner of Enoch Drive and 181st Drive

Site Size: Approximately 2.015 Acres

Findings:

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

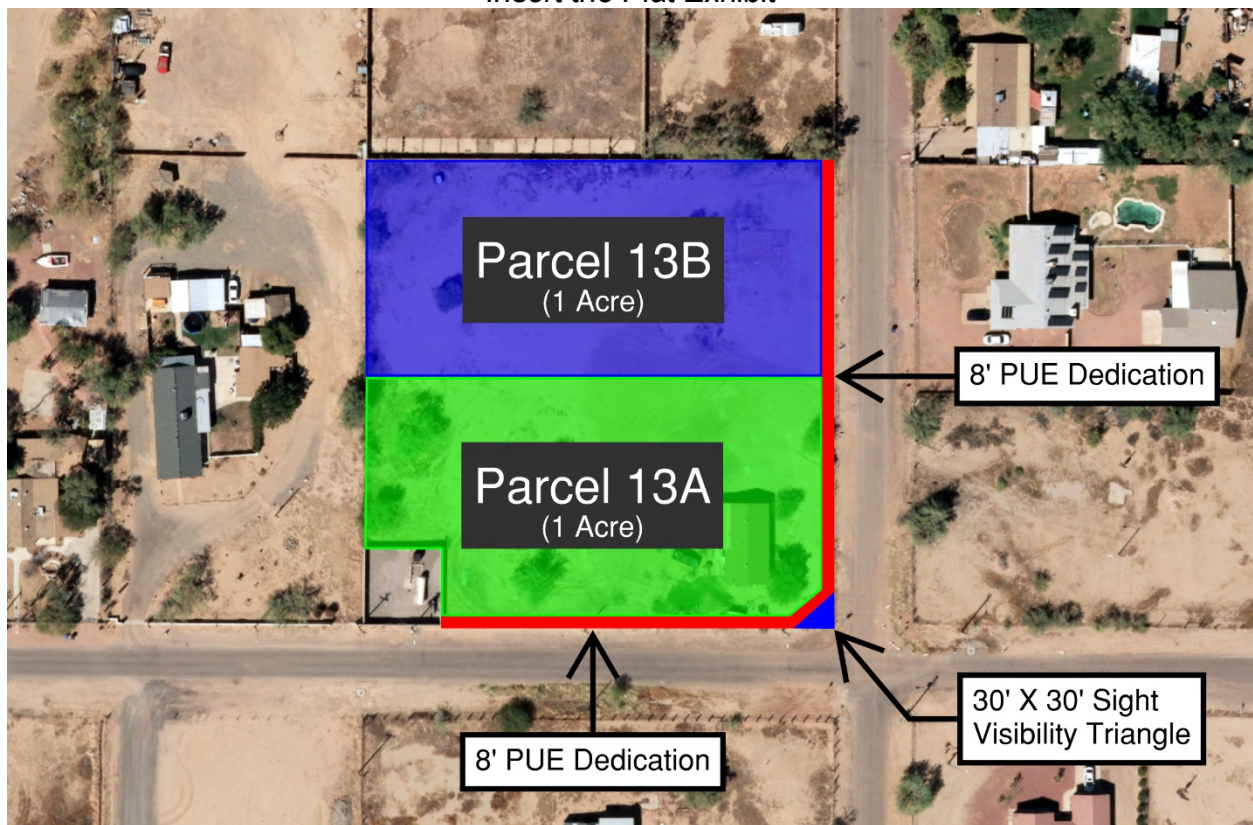
Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.
Deny – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

Additional Information:

James Williamson requests approval of a Final Plat entitled "Final Plat of a Portion of Lot 13 'Beardsley Ranchitos #1 Replat'", dated 5-22-2024. The parcel is zoned Rural Residential (RR) and is located at the northwest corner of Enoch Drive and 181st Drive. This proposed Final Plat will subdivide one (1) lot of approximately 2.015 acres into two (2) lots.

- Parcel 503-73-055B (owned by Beardsley Water Company, INC.), is located on the southwest corner of the lot and is not being modified with this proposal.
- An 8-foot public utility easement is being provided along Enoch Drive and 181st Drive.
- A 30' x 30' sight visibility triangle is being dedicated on the northwest corner of Enoch Drive and 181st Drive.

Insert the Plat Exhibit



Parcels 13A and 13B of the proposed Final Plat meet or exceed the development standards of the Rural Residential (RR) zoning district as outlined in Table 106-2b of the City of Surprise Land Development Ordinance.

Table 106-2b – Rural Residential (RR) Zoning District	
Min. lot area (sf)	≥ 43,560
Min. lot width	130
Min. front setback (ft)	30
Min. rear setback ¹ (ft)	30
Min. side setback ¹ (ft)	20
Min. street side setback ¹ (ft)	20
Max. bldg. height (ft)	40
Lot coverage	25%
Open space (% of gross acres of residential development) ²	10%
Notes: 1. Garage face and embellishments shall be setback a minimum of 20 feet measured from the opposing property line except rear, alley loaded garages, which shall be setback nine feet from edge of alley line. 2. The city requires open spaces on a new subdivision; if recorded as metes and bounds or by a minor land division than open space will be required on each individual lot, such as open space of trail easements.	

The square footage for each parcel is below:

- Parcel 13A – 1.000 acre
- Parcel 13B – 1.015 acres

General Plan Conformance:

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

- This project is located within the Neighborhood Character Area of the General Plan. The proposed lot split adheres to the design guidelines of the character area which allows for residential development.
- This project maintains compatibility with the quality of existing land uses in the surrounding area in that it continues the Rural Residential development pattern established in the vicinity of this parcel.

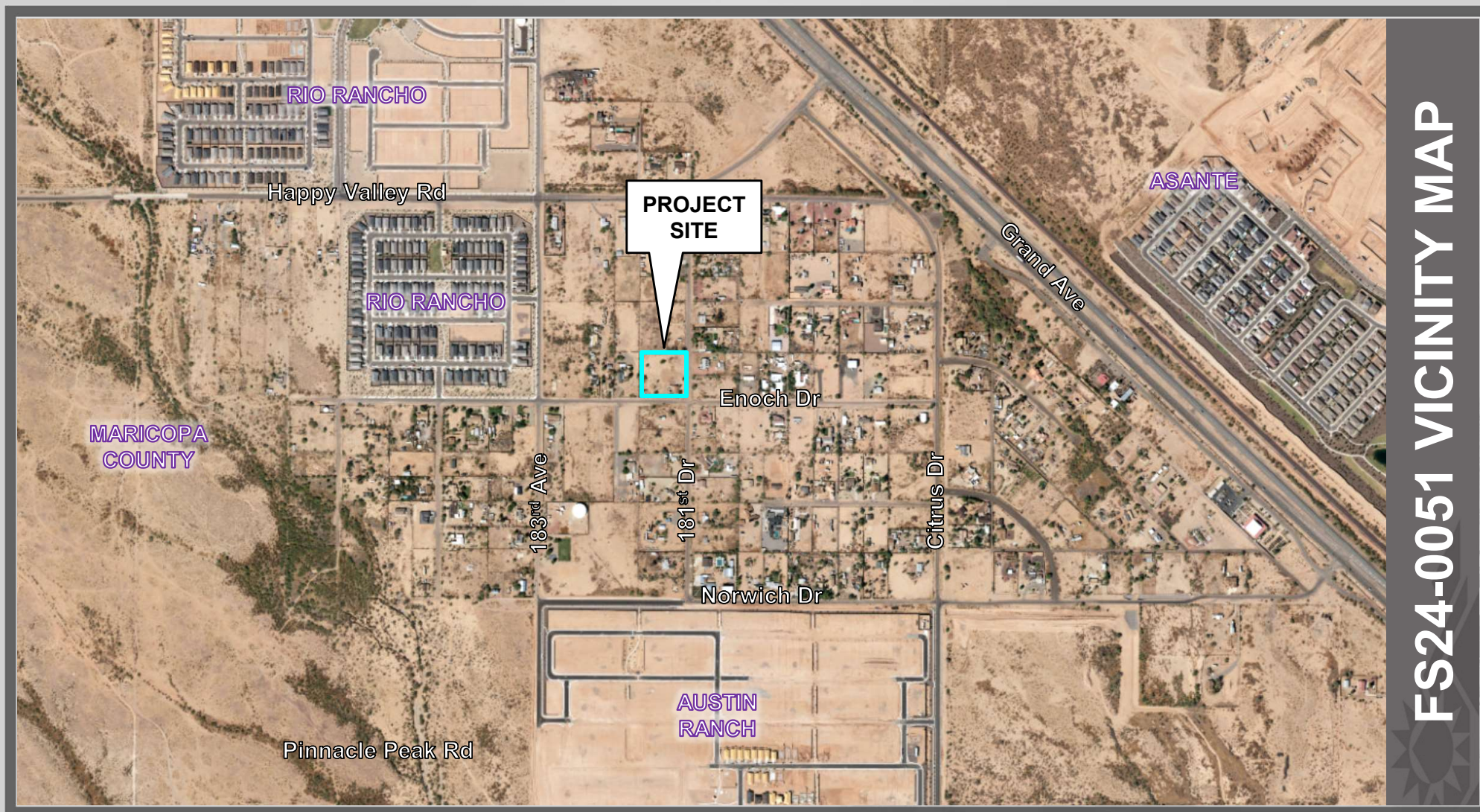
Reviewing Agencies:

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

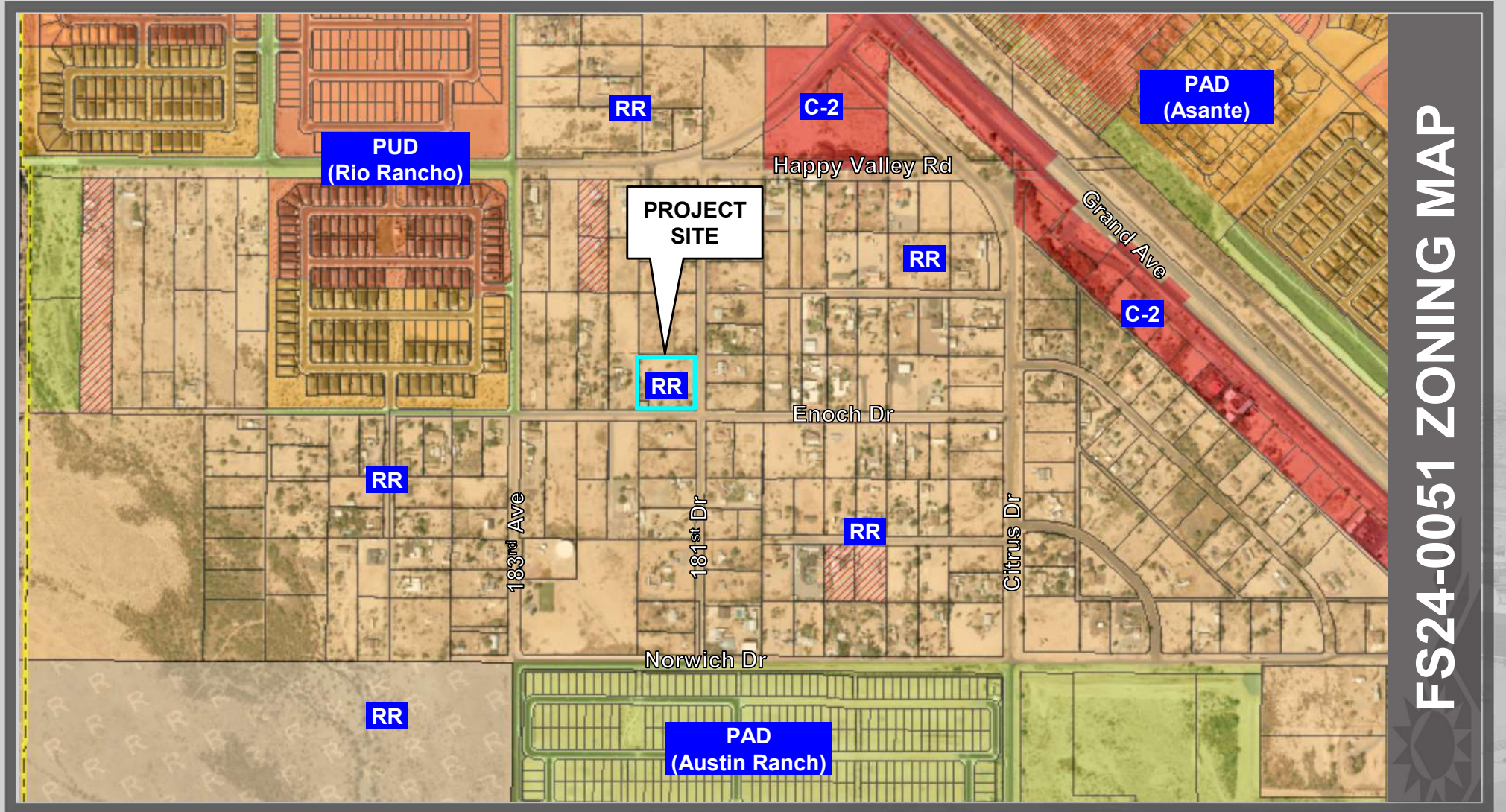
Attachments:

- 01 Vicinity Map
- 02 Zoning Map

96 03 Final Plat
97 04 Final Plat Exhibit
98 05 Luke AFB Letter
99 PPT



FS24-0051 VICINITY MAP



FS24-0051 ZONING MAP

FINAL PLAT OF A PORTION OF LOT 13
"BEARDSLEY RANCHITOS #1 REPLAT"

PORTION OF LOT 13, BEARDSLEY RANCHITOS #1, ACCORDING TO
BOOK 124, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA,
LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 10,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT
RIVER BASE AND MERIDIAN, MARICOPA COUNTY,
ARIZONA

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

KNOW ALL PERSONS BY THESE PRESENTS: THAT DEVIN CAVAZOS HAS SUBDIVIDED UNDER THE NAME FINAL PLAT OF A PORTION OF LOT 13 "BEARDSLEY RANCHITOS #1 REPLAT", PORTION OF LOT 13, BEARDSLEY RANCHITOS #1, ACCORDING TO BOOK 124, PAGE 46, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR FINAL PLAT OF A PORTION OF LOT 13 "BEARDSLEY RANCHITOS #1 REPLAT" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, 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 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.

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

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

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.

A RESIDENTIAL FIRE SPRINKLER SYSTEM IS REQUIRED FOR HOUSES BUILT IN AREAS WITH LIMITED WATER SUPPLY AND FIRE FLOW.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2024.

DEVIN CAVAZOS

BY: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

ON _____ BEFORE ME, _____ PERSONALLY APPEARED DEVIN CAVAZOS, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY, AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

RELEASE OF LIABILITY

DEVIN CAVAZOS ("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 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, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

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.

PARCEL NO. 13A

AREA = 43,579 SQ. FT. / 1.000 ACRES

PARCEL NO. 13B

AREA = 44,208 SQ. FT. / 1.015 ACRES

PARENT DESCRIPTION

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN;

EXCEPT THE WEST 50 FEET OF THE SOUTH 80 FEET THEREOF; AND

EXCEPT THE EAST 25 FEET AND THE SOUTH 30 FEET THEREOF THE ROADWAYS.

REFERENCES

GENERAL LAND OFFICE RECORDS ON FILE WITH THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

PLAT OF "BEARDSLEY RANCHITOS #1" RECORDED IN BOOK 124 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS

MINOR LAND DIVISION IN BOOK 931 OF MAPS, PAGE 40, MARICOPA COUNTY RECORDS

AMENDED RECORD OF SURVEY IN BOOK 1029 OF MAPS, PAGE 48, MARICOPA COUNTY RECORDS

BOUNDARY & TOPOGRAPHIC SURVEY IN BOOK 1259 OF MAPS, PAGE 41, MARICOPA COUNTY RECORDS

"CHAVEZ MINOR LAND DIVISION" IN BOOK 1438 OF MAPS, PAGE 22, MARICOPA COUNTY RECORDS

RESULTS OF SURVEY & LOT SPLIT IN BOOK 1519 OF MAPS, PAGE 26, MARICOPA COUNTY RECORDS

RESULTS OF SURVEY IN BOOK 1638 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS

RESULTS OF SURVEY IN BOOK 1684 OF MAPS, PAGE 47, MARICOPA COUNTY RECORDS

QUIT-CLAIM DEED IN 2022-0305617, MARICOPA COUNTY RECORDS

QUITCLAIM DEED IN 2003-0887822, MARICOPA COUNTY RECORDS

APPROVAL BLOCK

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ CITY ENGINEER _____ DATE _____

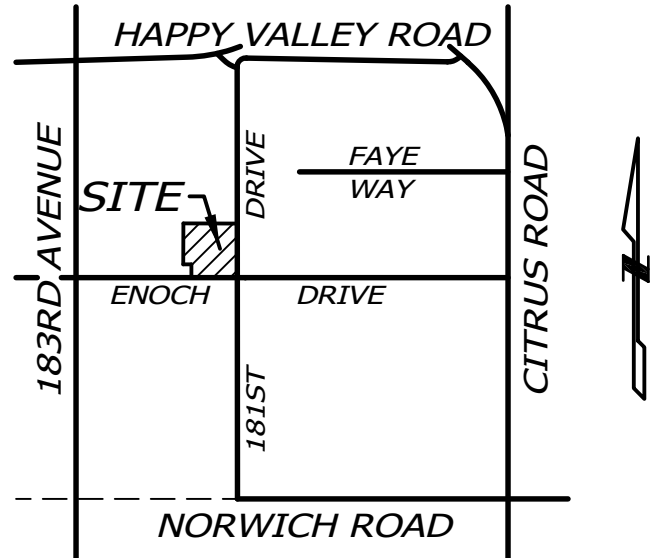
CITY OF SURPRISE COUNCIL APPROVAL

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

ATTEST:

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____



VICINITY MAP

NOT TO SCALE

OWNER

A.P.N.: 501-73-055A
OWNER: DEVIN CAVAZOS
DEED: 2022-0305617, M.C.R.

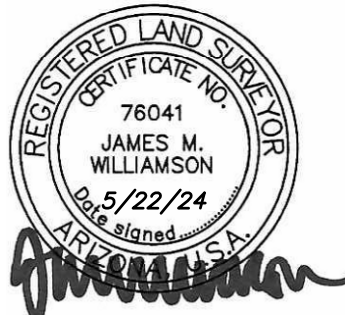
NOTES

- 1) THE BASIS OF BEARING IS THE MONUMENT LINE OF HAPPY VALLEY ROAD, ALSO BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 10, USING A BEARING OF SOUTH 89 DEGREES 45 MINUTES 06 SECONDS EAST, PER THE AMENDED RECORD OF SURVEY, RECORDED IN BOOK 1029 OF MAPS, PAGE 48, RECORDS OF MARICOPA COUNTY, ARIZONA.
- 2) THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, AND IS SUBJECT TO ALL EASEMENTS OF RECORD.
- 3) NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- 4) THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" 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.
- 5) 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.
- 6) THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- 7) 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.
- 8) THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER, AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.

CERTIFICATION

I, JAMES M. WILLIAMSON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA AND THAT THE SURVEY SHOWN HEREON WAS COMPLETED UNDER MY DIRECT SUPERVISION DURING THE MONTH OF MAY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE MONUMENTS SHOWN ACTUALLY EXIST.

JAMES M. WILLIAMSON
R.L.S. #76041



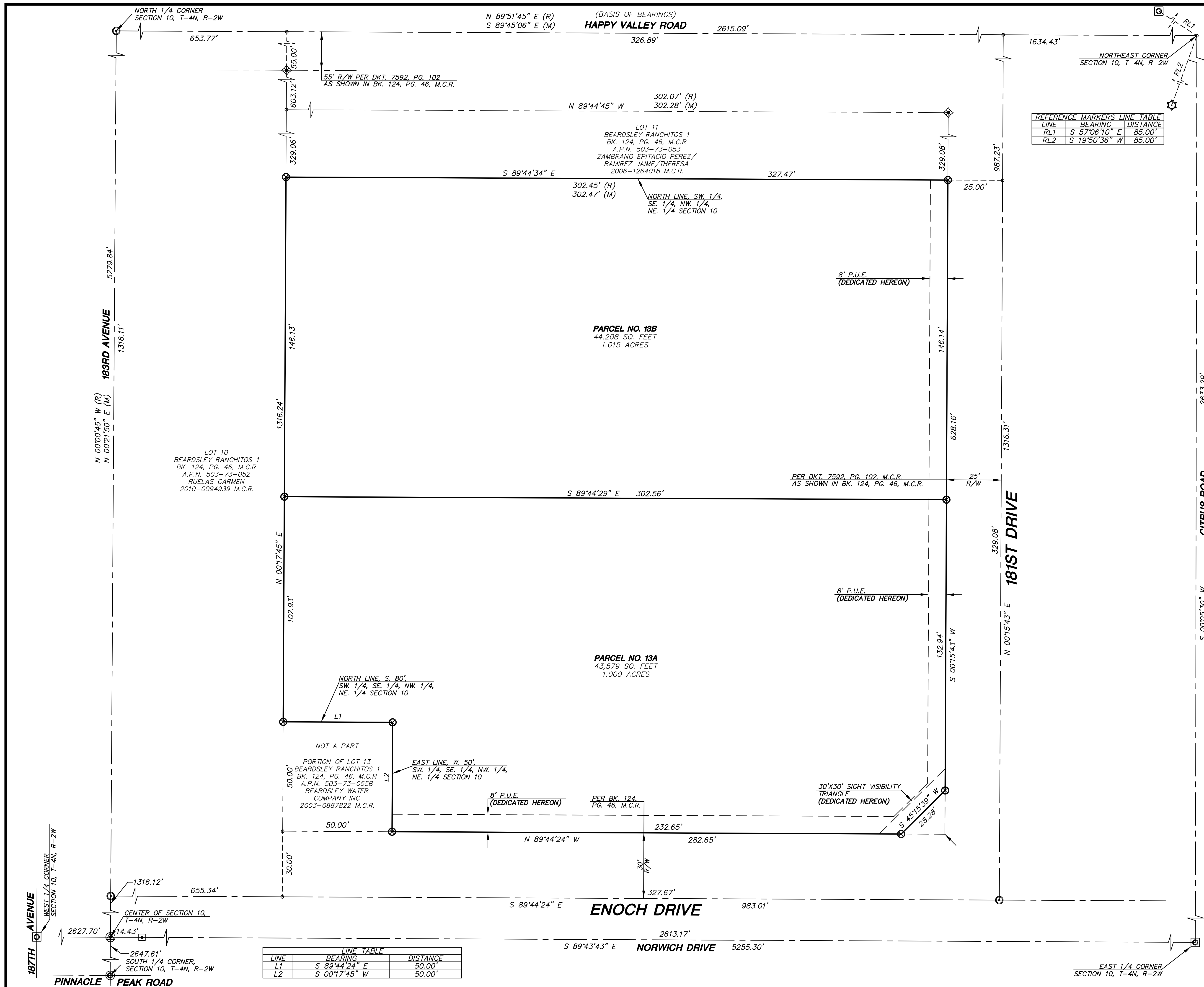
FINAL PLAT OF A PORTION OF LOT 13
"BEARDSLEY RANCHITOS #1 REPLAT"
24602 N. 181ST DRIVE, SURPRISE, AZ 85323

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com



DWN: LE CHK: JW
SHEET 1 OF 2
DATE: 5/22/24
JOB: 202310067

FS24-0051



REFERENCE MARKERS LINE TABLE		
LINE	BEARING	DISTANCE
RL1	S 57°06'10" E	85.00'
RL2	S 19°50'36" W	85.00'

LEGEND

- | | |
|--------|---|
| --- | BOUNDARY LINE |
| --- | CENTER LINE OR MONUMENT LINE |
| ⊗ | SET 1/2" REBAR WITH ALUMINUM
CAP STAMPED "WILLIAMSON 76041" |
| ⬠ | FOUND 1/2" REBAR WITH
NO IDENTIFICATION |
| ⊗ | FOUND 5/8" REBAR WITH
NO IDENTIFICATION |
| ⊗ | FOUND 2" ALUMINUM CAP
STAMPED "MARICOPA COUNTY
R.L.S. 35832 2004" |
| ⬠ | FOUND REBAR IN POTHOLE
WITH NO IDENTIFICATION |
| ⊗ | FOUND 3" CITY OF SURPRISE
BRASS CAP FLUSH STAMPED
"19344 2023" |
| ⊗ | CALCULATED POSITION
NO MONUMENT FOUND OR SET |
| ⬠ | FOUND 3" CITY OF SURPRISE
BRASS CAP FLUSH |
| A.P.N. | ASSESSORS PARCEL NUMBER |
| M.C.R. | MARICOPA COUNTY RECORDS |
| R/W | RIGHT OF WAY |
| BK. | BOOK |
| PG. | PAGE |
| (R) | RECORD PER BK. 124, PG. 46, M.C.R. |
| (M) | MEASURED |



FINAL PLAT OF A PORTION OF LOT 13
"BEARDSLEY RANCHITOS #1 REPLAT"
24602 N. 181ST DRIVE, SURPRISE, AZ 85323

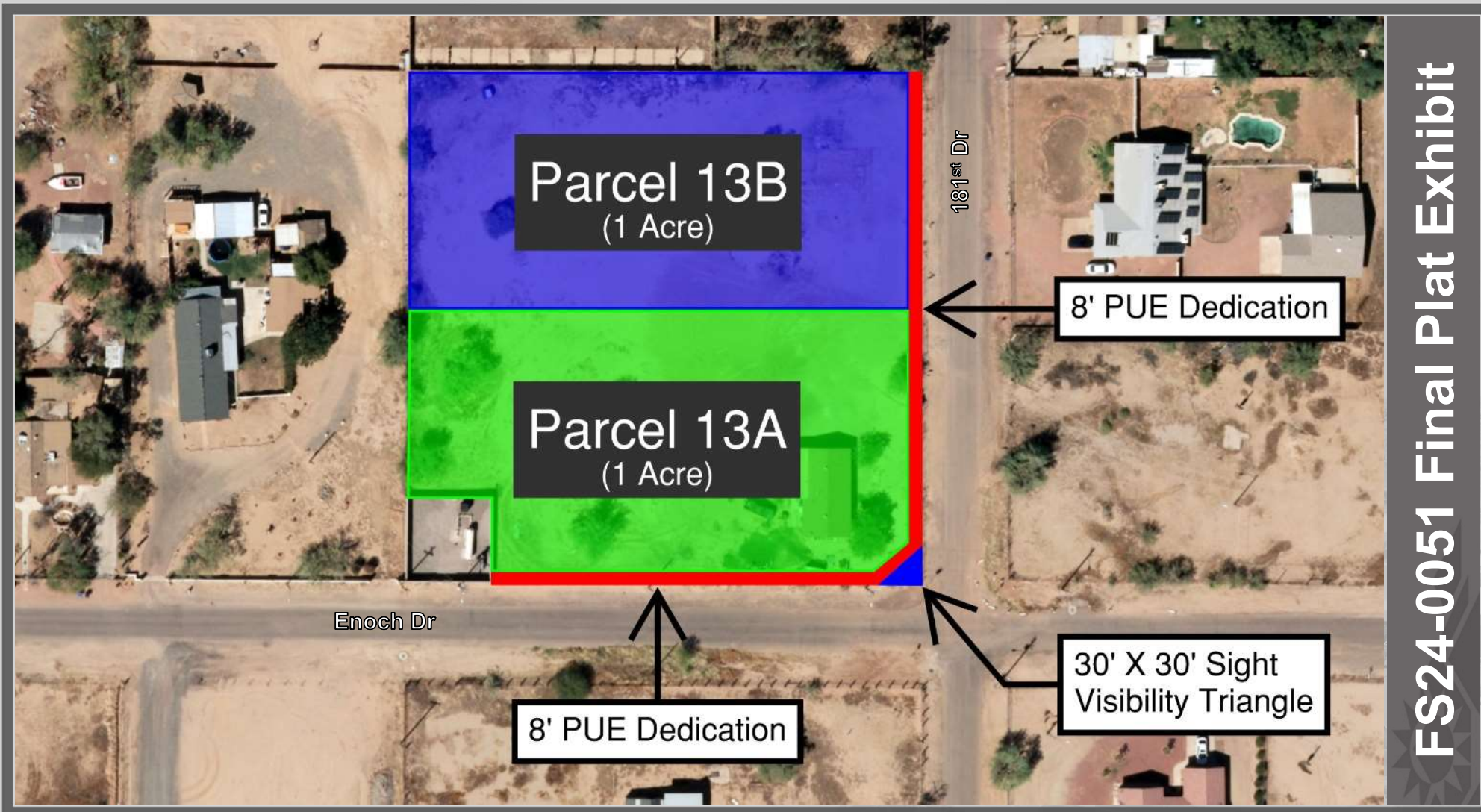
2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com



SUPERIOR
SURVEYING SERVICES, INC.

DWN: LE CHK: JW
SHEET 2 OF 2
DATE: 5/22/24
JOB: 202310067

FS24-0051





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

16 January 2024

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

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

Re: FS24-0051; 24602 N. 181st Dr MLD (APNs: 503-73-055A, 503-73-055B)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the final plat application for the above referenced lot split. A concept review application for these parcels was not previously reviewed. The site is located on approximately 2.076-acres at the northwest corner of 181st Drive and Enock Drive in Surprise, AZ. The application proposes dividing the parcels into three lots. One lot would include 1.038-acres, the second lot would be 0.981-acres, and the third parcel would remain the same at 0.057-acres with an on-site well. The site is approximately 1.6 miles outside the Luke AFB 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. The proposal for the property, consisting of 1 du/ac in each two of the parcels, meets GDC.

As described in the application, 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 any potential occupant(s) about Luke AFB operations.

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

Sincerely,

TOALE.CHRISTOPHER.P.10396
HER.P.1039696165
Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2024.01.16 09:09:44 -07'00'

CHRISTOPHER P. TOALE

cc:

Colonel Keagan L. McLeese, Deputy Commander, 56th Fighter Wing
Ms. Demetria Themistocles, General Law Attorney, 56th Fighter Wing



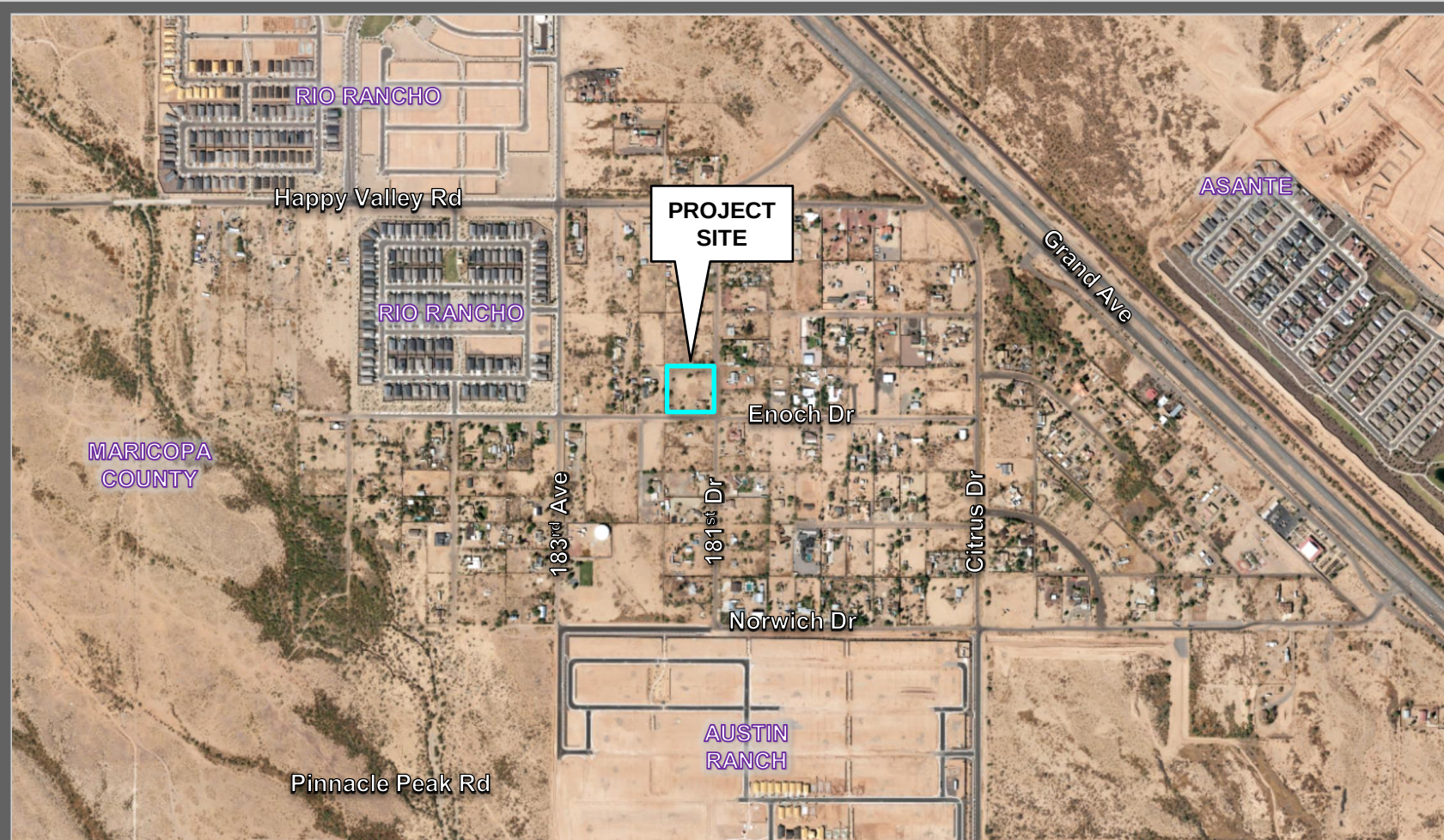
FS24-0051
24602 N 181st DR
Final Plat

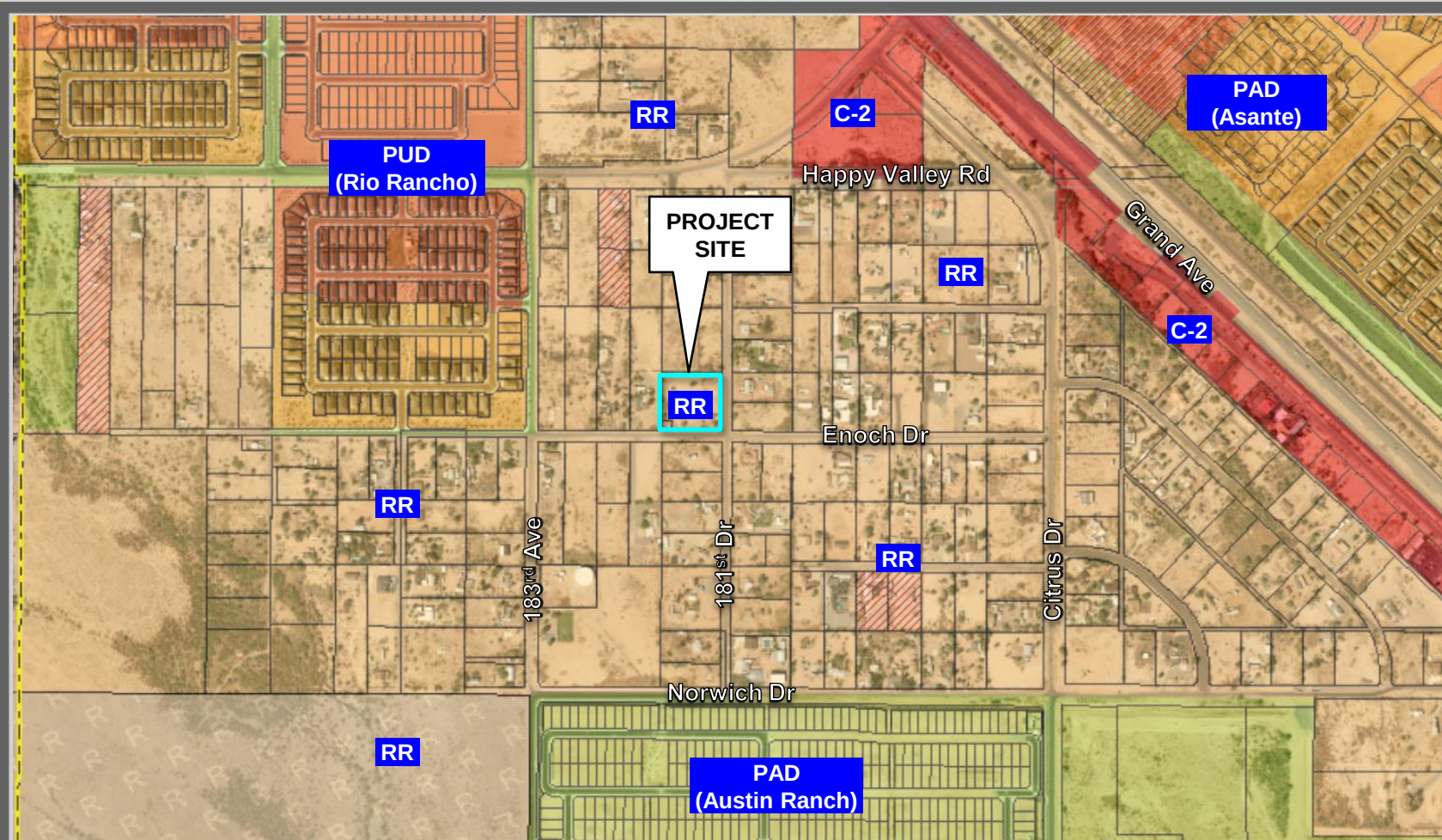
City Council
August 6, 2024

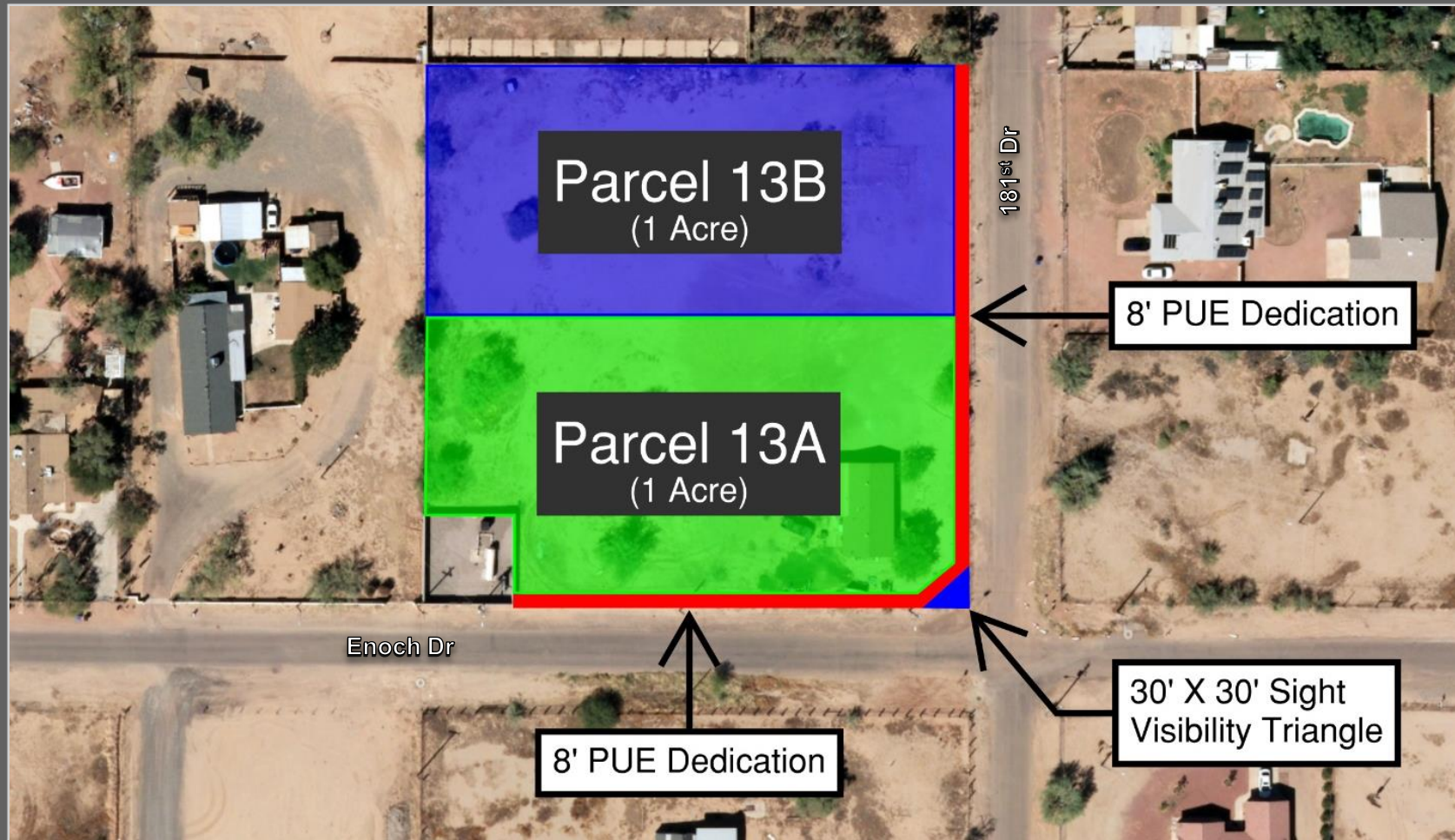


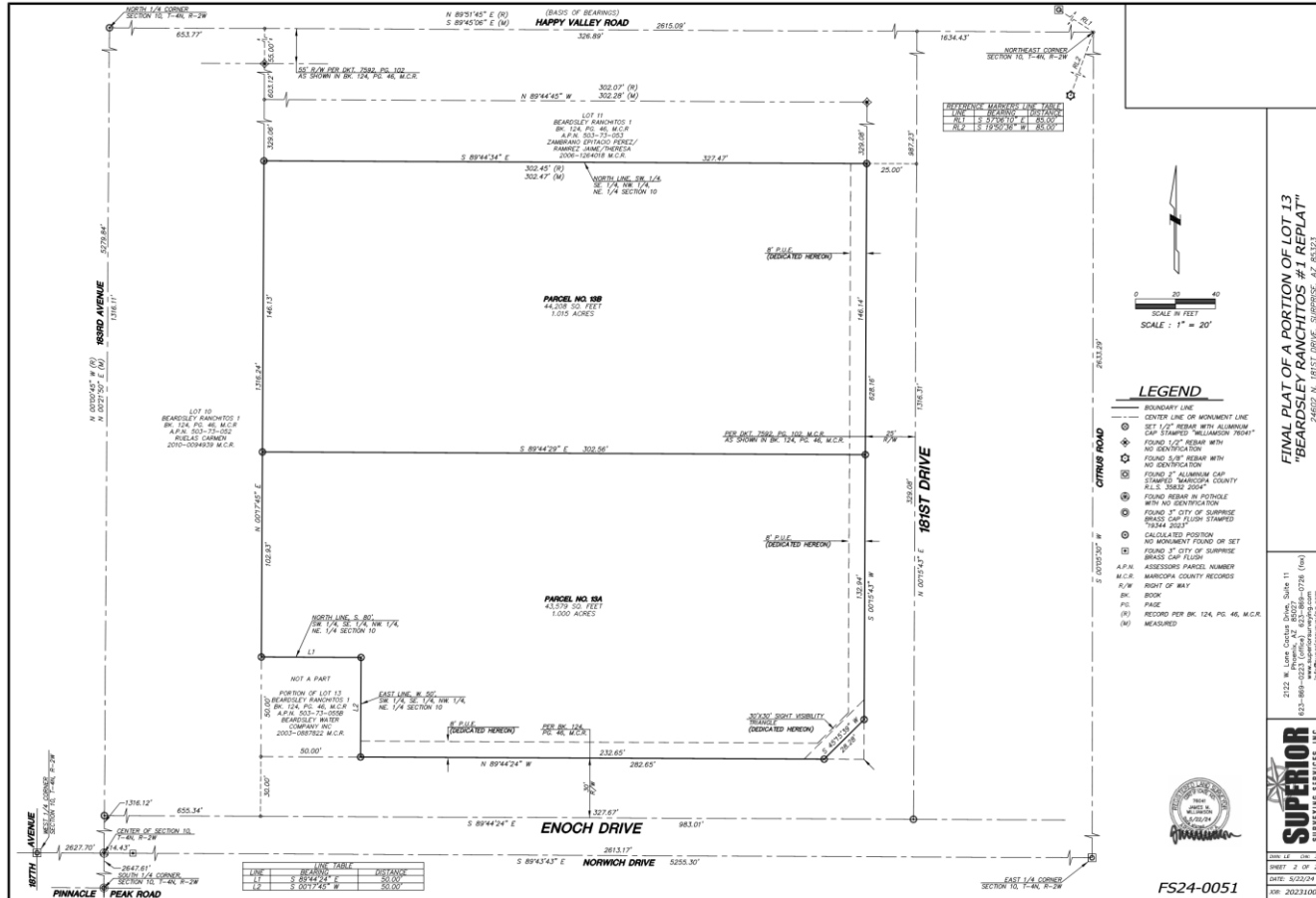
BACKGROUND

- **September 29, 1988:** The subject parcels were annexed into the City under Ordinance 88-22.
- **January 09, 2024:** The applicant filed a request for a subdivision of parcel 503-73-055A









FINAL PLAT OF A PORTION OF LOT 13
"BEARDSLEY RANCHITOS #1 REPLAT"
24602 N. 181ST DRIVE, SURPRISE, AZ 85233

2123 W. Loop Center Drive, Suite 11
623-869-0223 (phone), 623-869-0758 (fax)
info@superiorss.com
www.superiorss.com

SUPERIOR
SURVEYING SERVICES, INC.

DATE: 03/23/24
SHEET: 2 OF 2
JOB: 2023-00067

FS24-0051

FS24-0051 Final Plat



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 3

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. 291891, requested by Andrea Lewkowicz, for Lou Malnati's Pizzeria for Series 12 Liquor License. Lou Malnati's Pizzeria is located at 13382 N Prasada Parkway, Surprise, AZ 85388.

Motion:

I move to recommend approval of application No. 291891 to the Arizona Department of Liquor Licenses and Control.

Background:

The City has received an application for a new Series 12 liquor license for Lou Malnati's Pizzeria is located at 13382 N Prasada, Surprise, AZ 85388. 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. PD - Lou Malnati's Pizzeria
 2. Fire - 13382 N Prasada Pkwy Lou Malnati's Liquor License
 3. Finance - Lou Malnati's Pizzeria - 13382 N Prasada Pkwy
 4. CD - LOU MALNATI'S REPORT
 5. LOU MALNATI'S MAP
-

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: July 29, 2024

Application Number - 291891
New Series #12 – Restaurant

APPLICANT:

Lou Malnati's Pizzeria
13382 N Prasada Parkway
Surprise, Arizona 85388

FINDINGS:

1) Evidence concerning the nature of the proposed business, its potential market and its likely customers.

Lou Malnati's Pizzeria is a full-size restaurant, specializing in Chicago style pizza. It is currently under construction in the brand-new Village at Prasada retail district. The potential market should be residents of all ages from Surprise and the west valley. There is projected seating for the interior is 195 persons, including separate bar seating of 51 persons. There is also seating for an outdoor patio area. No live entertainment is planned however there will be eight televisions located inside.

2) Effect of vehicular traffic in proximity.

The entire Prasada development has been engineered to have plenty of ingress and egress locations throughout the entire retail area, which should be sufficient for the area, including for Lou Malnati's.

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.

Lou Malnati's currently has eight establishments in the Valley, with three others as full-service restaurants. Those restaurants hours are all similar to Cold Beer's & Cheeseburgers, which is opened every day from 11 AM to 10 PM during the week and open until 11 PM on Friday and Saturday nights. In the general vicinity, there other new restaurants including with Series 12 licenses. There is Barrio Queen Restaurant and Firebirds Wood Fired Grill, both with the same hours as Cold Beers. Cooper's Hawk Winery and Restaurant (series 12) has the hours of 11 AM to 9 PM every day, with exception of Fridays and Saturdays when they close at 10 PM. There are several new retail businesses in the expanding Prasada retail area, including fast casual eateries that all close approximately at the same time. Fat Cats Family Entertainment Center (Series 6) is in the vicinity as well and is from 10 AM to 11 PM every day.

5) Appropriateness of series license requested.

A series 12 license is appropriate for Lou Malnati's, per Arizona state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059



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



June 25, 2024

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Lou Malnati's Pizzeria
13382 N Prasada Pkwy

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



MEMO

Date: 6/25/2024

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Courtnee Chavez, Business Compliance Specialist

RE: Liquor License Application – Lou Malnati's Pizzeria - 13382 N Prasada Pkwy

Business License Status:

- ☐ Application link emailed on .
- ☐ License # , current and valid for .
- ☒ Applied for license but is still pending and waiting on customer to provide additional information or documents.



COMMUNITY DEVELOPMENT DEPARTMENT

Date: July 19, 2024
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Agent, Andrea Lewkowitz
Lou Malnati's Pizzeria
13382 N. Prasada Pkwy.
Surprise, Arizona 85388**

Series 12 (New Application - Restaurant)- Application # 291891

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

1. Walmart # 5429 (Series 9) – 14111 N. Prasada Gateway Ave.
2. Circle K Store (Series 10) – 16934 W. Waddell Rd. (NEW APPLICATION)
3. CVS Pharmacy # 5530 (Series 9) – 15300 N. Cotton Ln.
4. Fry's Marketplace # 680 (Series 9) – 15215 N. Cotton Ln.
5. 1 Brothers Pizza (Series 12) – 16995 W. Greenway Rd.
6. Frederico's Mexican Food (Series 12) – 16995 W Greenway Rd. #100
7. Ben's Pizza (Series 12) – 16630 W. Greenway Rd. # 326(EXPIRED)
8. Big Buddha (Series 12) – 16572 W. Greenway Rd. #115
9. CVS Pharmacy # 5477 (Series # 9) – 15474 W Greenway Rd.
10. Barro's Pizza (Series 12) – 15403 W. Greenway Rd. #104
11. Wal-Mart Neighborhood Market # 4218 (Series 9) – 15431 W. Greenway Rd.
12. Walgreens # 7933 (Series 9) – 15514 W. Waddell Rd.
13. 4 Sons Food Store (Series 10) – 15445 W. Waddell Rd.
14. Bashas' # 137 (Series 9) – 15367 W. Waddell Rd.
15. Vogue Bistro (Series 12) – 15411 W. Waddell Rd. # 108
16. ARCO AM/PM (Series 10) – 15433 W. Cactus Rd. (EXPIRED)
17. Portillo's Hot Dogs (Series 12) – 16320 W. Waddell Rd.
18. First Watch #1052 (Series 12) – 16430 W. Waddell Rd. (Pending)
19. Costco Wholesale #1375 (Series 09) – 16385 W. Waddell Rd.
20. Cooper's Hawk Winery & Restaurant (Series 12) – 16470 W. Alexandria Wy.
21. Firebirds Wood Fired Grill (Series 12) – 13388 N. Prasada Pkwy.
22. Fat Cats Entertainment Center (Series 6) – 13100 N. Prasada Pkwy.
23. Cold Beers and Cheeseburgers (Series 12) – 13400 N. Prasada Pkwy
24. Total Wine and More #1013 (Series 9) – 13440 N. Prasada Pkwy.
25. Sprouts Farmers Market # 46 (Series 10) – 13650 N. Prasada Pkwy.
26. MOD Pizza (Series 12) – 13668 N. Prasada Pkwy. # 100

- 27. Burros & Fries (Series 12) – 13544 N. Prasada Pkwy. #101
- 28. Barrio Queen (Series 12) – 13434 N. Prasada Pkwy.
- 29. Ohso Brewery Series 12) – 13448 N. Prasada Pkwy.

The immediate area is comprised of commercial zoning. The property is zoned PAD, Prasada (Commercial) which is consistent with the proposed use.

Commercial and residential growth is expected.

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.

W GREENWAY RD

PAD
COUNTRYSIDE

PAD
SIERRA
MONTANA

PAD
PRASADA

PAD
LEGACY
PARC

R-2,
RM

PAD
PRASADA

R-1,
RL-5

RR

FIRST WATCH

OHSO
BREWERY

BURROS & FRIES

CIRCLE K # 9576

MOD PIZZA

PORTILLO'S

C-2, CC

W WADDELL RD

W WADDELL RD

RR

SPROUTS # 46

**BARRIO
QUEEN**

COSTCO

PAD
MARLEY PARK

TOTAL WINE AND MORE #1013

COLD BEERS AND CHEESEBURGERS

COOPER'S HAWK
WINERY &
RESTAURANT

FAT CATS
ENTERTAINMENT
CENTER

FIREBIRDS

SITE

PAD
YCAMORE
FARMS

PAD
SYCAMORE
FARMS

PAD
PRASADA

PAD
GREER RANCH

W CACTUS RD



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 3

Staff Recommendations:

Consent: No

Regular: No

Public Hearing: Yes

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Comprehensive Sign Program for the Sycamore Farms/Cactus 303 project, generally located at the southwest corner of Cactus Road and Sarival Avenue; Case #FS24-0001.

Motion:

I move to approve the Comprehensive Sign Program for Sycamore Farms Cactus 303 subject to stipulations 'a' and 'b'.

Background:

Bootz and Duke Sign Company, on behalf of Smiths Food & Drug Centers, Inc. & Barclay Holdings CXIX, LLC, requests a Comprehensive Sign Program (CSP) for the Sycamore Farms Cactus 303 commercial project located at the southwest corner of Cactus Road and Sarival Avenue.

Objective Analysis:

The proposed CSP Sycamore Farms Cactus 303 is aimed to provide signage design requirements that are appropriate to the character of the development. The proposed CSP contains several different components that have guidelines for the different types of signs within the commercial center.

Policy Compliant:

The requested CSP is consistent with the Surprise Land Development Ordinance and advances the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00-FS24-0001 Sycamore Farms Cactus 303 CSP - Staff Report
 2. 01 - FS24-0001 Sycamore Farms Cactus 303 CSP - Vicinity Map
 3. 02 - FS24-0001 Sycamore Farms Cactus 303 CSP - CSP Document
 4. 03 - FS24-0001 Sycamore Farms Cactus 303 CSP - Citizen Participation Report
 5. 04 - FS24-0001 Sycamore Farms Cactus 303 CSP - Affidavit of Posting
 6. FS24-0001 Sycamore Farms Cactus 303 CSP - CC Presentation
-

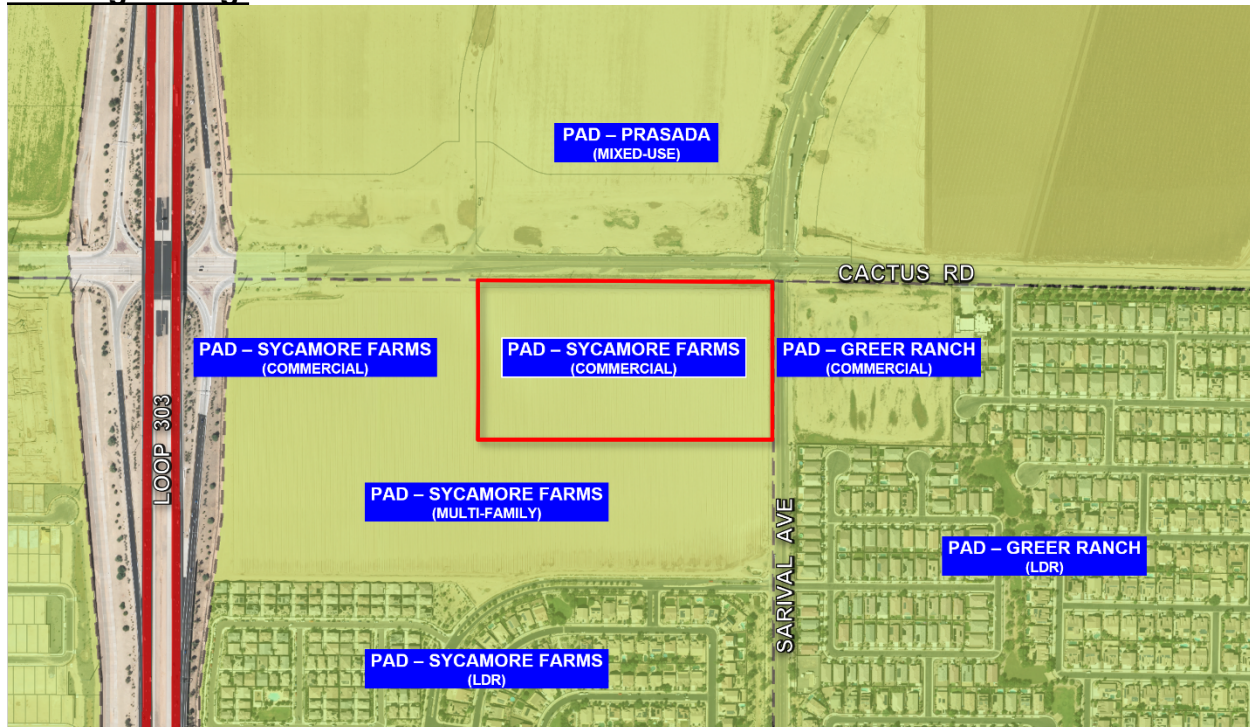
Comprehensive Sign Program

REPORT TO THE CITY COUNCIL

Case:	FS24-0001
Project Name:	Sycamore Farms Cactus 303 – Comprehensive Sign Program
Council District:	3 – Mesquite
Meeting Date:	July 18, 2024
Planner:	Chris Sexton, Planner II
Owner:	Smiths Food & Drug Centers Inc. & Barclay Holdings CXIX, LLC
Applicant:	Bootz and Duke Sign Company
Request:	Comprehensive Sign Program (CSP) for Sycamore Farms Cactus 303
Site Location:	Generally located on the southwest corner of Sarival Avenue and Cactus Road
Site Size:	23.86 gross acres (approx.)
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035
Support/Opposition:	None known.
Planning and Zoning 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 July 18, 2024. Their recommendation will be incorporated into the presentation to the City Council.
<u>Project Description:</u>	

Bootz and Duke Sign Company, on behalf of Smiths Food & Drug Centers Inc. & Barclay Holdings CXIX, LLC, requests a Comprehensive Sign Program (CSP) for the Sycamore Farms Cactus 303 commercial project located at the southwest corner of Cactus Road and Sarival Avenue.

Existing Zoning:



Prasada PAD (Mixed Use)	Prasada PAD (Mixed Use)	Prasada PAD (Mixed Use)
Sycamore Farms PAD (Commercial)	Sycamore Farms PAD (Commercial)	Greer Ranch PAD (Commercial)
Sycamore Farms PAD (Multi-Family)	Sycamore Farms PAD (Multi-Family)	Greer Ranch PAD (LDR)

Background:

July 22, 2004: The Mayor and City Council approved Ordinance #04-21, annexing the subject property into the City of Surprise.

July 22, 2004: The Mayor and City Council approved Ordinance #04-22 for the Sycamore Farms PAD (PAD03-153).

February 21, 2017: The Mayor and City Council approved Ordinance #2017-05 for an amendment to the Sycamore Farms PAD for a land use revision, case number FS16-231.

March 5, 2019: The Mayor and City Council approved Ordinance #2019-04 for an amendment to the Sycamore Farms PAD for a land use revision, case number FS18-554.

September 7, 2021: A Minor Amendment to the Sycamore Farms PAD was administratively approved under case FS21-487.

June 6, 2023: A Major Amendment to the Sycamore Farms PAD was approved by City Council under case FS22-0866.

December 7, 2023: Staff met with the applicant to discuss the proposed project during a regularly scheduled Concept Review meeting.

January 1, 2024: The applicant submitted the Comprehensive Sign Program (CSP) application for the subject case.

April 24, 2024: The applicant held a Neighborhood Outreach Meeting, which was properly advertised. Residents from the vicinity attended the meeting to learn about the project. Attached you will find a copy of the Citizen Participation Report.

Citizen Outreach:

The applicant held a Neighborhood Outreach Meeting on April 24, 2024. The request was posted and advertised in accordance with city code and state statute. There were four (4) residents in attendance that had questions regarding the height of signs, LED lights and the location of the monument signs plus questions regarding the commercial development. There is no known opposition to the CSP request.

Discussion:

The purpose of the proposed CSP for the Sycamore Farms Cactus 303 commercial center is to provide signage design requirements that are appropriate to the character of the development. The colors and materials proposed for the monument, directory and wall signs are complimentary to the shopping center by utilizing light cherry siding, corrugated metal panels, smooth face and split face CMU block. The proposed CSP contains several different components that have guidelines for the different types of signs within the commercial center.

This CSP proposes the following signage and requirements for the commercial development:

Two (2) Class VI (major monument) signs; one (1) along Cactus Road and one (1) along Sarival Avenue. These signs will be double-sided, 15' tall and allow a total of 86 square feet of sign area on each face of the sign. Section 109-1.9.C.5 of the Land Development Ordinance (LDO) allows Class VI signs to have a height up to 17' and a total sign area of 120 square feet. This proposed sign type falls within the guidelines of the LDO.

Two (2) Class V (minor monument) signs; one (1) along Cactus Road and one (1) along Sarival Avenue. These signs will also be double-sided, 12' tall and allow a total of 60 square feet of sign area on each face of the sign. Section 109-1.9.C.4 of the LDO allows minor monument signs to have a height up to 8' and a total sign area of 32 square feet. This proposed sign type exceeds the requirements of the LDO for Class V signs.

This CSP allows for Class IV (directory) signs as needed. The directory signs will be double-sided, 6' tall and allow a total of 12 square feet of sign area on each face of the sign. Section 109-1.9.C.3 of the LDO allows the Class IV signs to have a height up to 6' and a total sign area of 12 square feet. This proposed sign type also falls within the guidelines of the LDO.

The proposed Class III (directional) signs will consist of 1' tall by 3' wide sign panels that are set into a monument structure for an overall height of 3' and a total of three (3) square feet of sign copy per corner. The Class III signs will be dispersed within the development as needed. The proposed directional signs exceed the height requirement (2'-6") of Section 109-1.9.C.2 of the LDO but provides less sign area than the six (6) square feet allowed by the LDO for this sign type.

This CSP will allow one (1) Class I (menu) and Class II (preview) signs per business. Menu boards will be 8' tall and allow for 36 square feet of sign area. Section 109-1.9.C.1 of the LDO allows menu boards to have a height up to 8' and a total sign area of 50 square feet. This proposed sign type also falls within the guidelines of the LDO.

Window signage will be limited to no more than 25 percent of the window on which it is displayed. Section 109-1.9.B.7 of the LDO allows window signage to cover up to 40 percent of the windowpane. This proposed sign type also falls within the guidelines of the LDO.

Per this proposed CSP, wall signage will be limited to two (2) square feet of sign area per one (1) linear foot of business frontage, while all other sides of the buildings will be allowed one and one half (1.5) square foot of sign area per each linear foot of leased space. No tenant sign will exceed 80 percent of the leased frontage. This CSP prohibits wall signs along the rear elevations of the buildings located on Lots 1, 3 and 4 to avoid any lighting glare spills to the residential development to the south. Section 109-1.9.B.1 of the LDO limits the signage area for wall signs to one and one-half (1.5) square foot per one (1) linear foot of building elevation on which the sign is mounted. This proposed frontage wall sign area exceeds the requirements of the LDO but the signs on the sides of the building are consistent with the requirements of the LDO.

This CSP also includes signage requirements for the fuel canopy that meet the current requirements of the LDO.

Below is the proposed sign matrix for the CSP. The highlighted signs as shown below exceed the sign type guidelines in the LDO.

SIGN	QUANTITY	LOCATION	MAX HEIGHT	ALLOWED SIGN AREA	MATERIALS	ILLUMINATION	CURRENT LDO REQUIREMENTS
BUILDING SIGNAGE	TBD	Over Suite Unless Approved by Landlord	80% of the Height and Width of the Sign Band	2 sq.ft. per Linear Foot of Main Elevation and 1.5 sq.ft. per Linear Foot Secondary Elevation	Aluminum Acrylic LED Lights	Yes	1.5 Sq. Ft. Per Liner Ft.
FUEL CENTER CANOPY SIGNAGE	Not to Exceed 10% of Canopy Length	Canopy Fascia	Not to Exceed 80% of Height	10% of Canopy Length	Aluminum Acrylic LED Lights	Yes	Meets Code
MAJOR MONUMENT SIGN (5 Tenants)	Two (2) Double Faced	Designated on Site Map	15'-0" Above Grade	86.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 17'-0" Allowed Sign Area: 120 Sq. Ft.
SECONDARY MONUMENT SIGN (6 Tenants)	Two (2) Double Faced	Designated on Site Map	12'-0" Above Grade	60.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 8'-0" Allowed Sign Area: 32 Sq. Ft.
DIRECTIONAL SIGN	TBD as Needed Single and Double Faced	Designated on Site Map	3'-0" Above Grade	3.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 2'-6" Allowed Sign Area: 6 Sq. Ft.
DIRECTORY SIGN	TBD as Needed Single and Double Faced	Designated on Site Map	6'-0" Above Grade	12.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 6'-0" Allowed Sign Area: 12 Sq. Ft.
MENU BOARDS	Two (2) Per Business Single Faced	Designated on Site Map	8'-0" Above Grade to Top of Sign	36.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 8'-0" Allowed Sign Area: 50 Sq. Ft.

ADDITIONAL REQUIREMENTS FOR MENU BOARDS:

- * Bottom of menu sign copy shall not be less than 2'
- * Menu Sign shall not be audible to residential or greater than 100-feet from residential

Summary:

Staff believes the proposed CSP provides a mechanism whereby the applicant may create signage that is consistent with the design of the Sycamore Farms Cactus 303 commercial project. The proposed signage meets the requirements of Section 109-1.15 with respect to Comprehensive Sign Programs and does not introduce a sign type that is otherwise prohibited. The applicant's purpose to create a comprehensive sign program for this development is to ensure a cohesive sign design for the Sycamore Farms Cactus 303 commercial project.

Findings:

- The proposed Comprehensive Sign Program is consistent with the Surprise General Plan 2035.
- The proposed signs may be approved through a Comprehensive Sign Program.
- The reviewing agencies have indicated no objections to the request.

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 July 18, 2024. Their recommendation will be incorporated into the presentation to the City Council. Staff recommended stipulations 'a' and 'b' as outlined below:

164 a. Development and use of the site shall be consistent with the Comprehensive Sign
165 Program entitled "Comprehensive Sign Plan Sycamore Farms" prepared by Bootz
166 and Duke Signs dated April 24, 2024.

167
168 b. Non-compliance with the stipulations of approval of this case will be treated as a
169 violation in accordance with the applicable provisions of the Surprise Municipal Code.
170

171 However, should the City Council wish to deny the request, the City Council should make its
172 own findings and base its decision on those alternative findings.
173

174 **Attachments:**

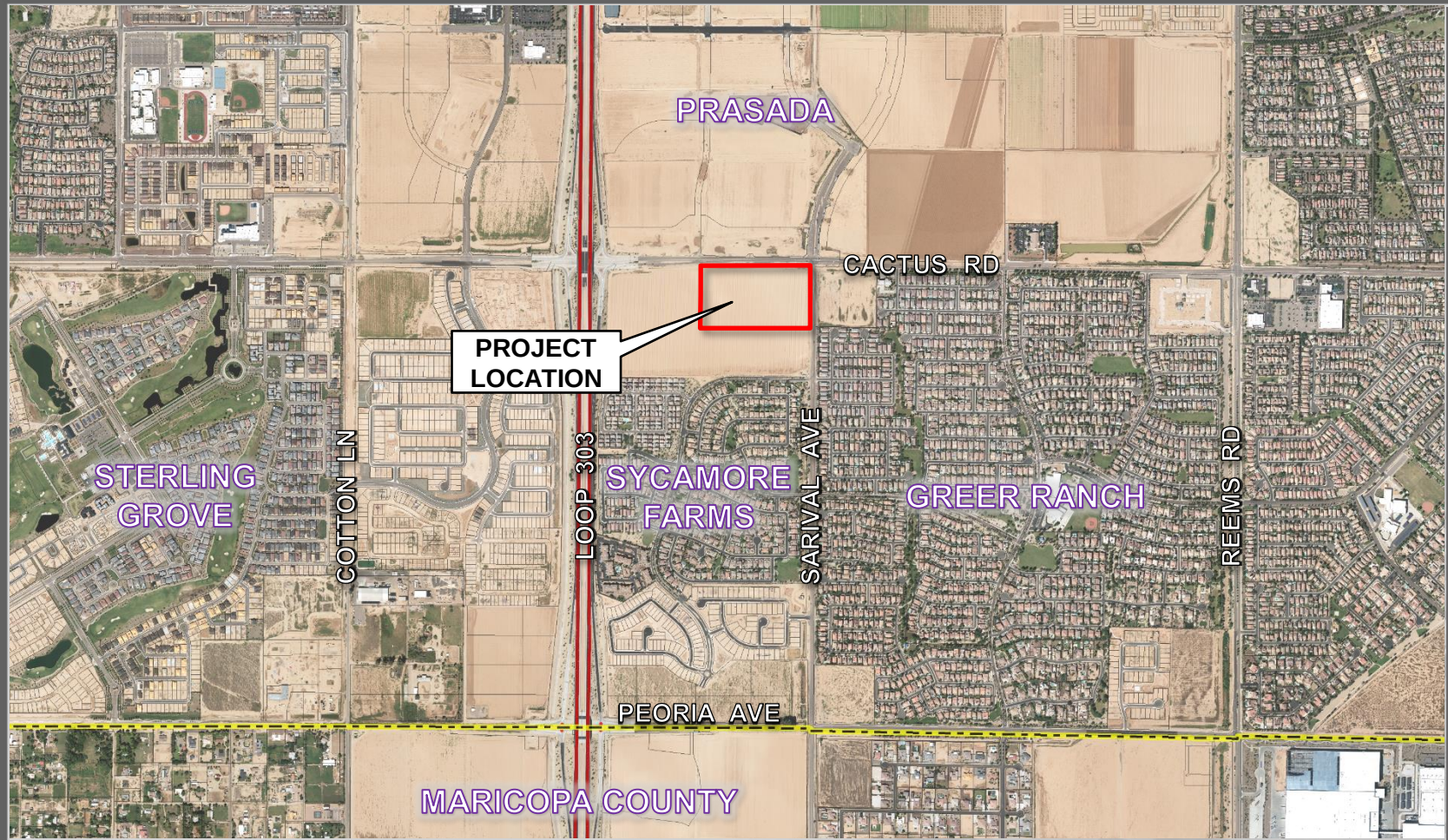
175 01 Vicinity Map

176 02 CSP Document

177 03 Citizen Participation Report

178 04 Affidavit of Posting

179 PPT



FS24-0001 VICINITY MAP

Comprehensive Sign Plan



Sycamore Farms

Cactus 303 | Surprise, Az

CITY OF SURPRISE CASE: F24-0001

V10: April 24, 2024

Prepared by:



Address: 2831 W. Weldon Ave. | Phoenix, AZ 85017
Phone: 602-272-9356 | Fax: 602-272-4608
www.bootzandduke.com

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OVERVIEW

The Comprehensive Sign Plan for the Sycamore Farms / Cactus 303 CSP is located at SWC of W. Cactus Road and N. Sarival Road. The property is zoned by the City of Surprise for Planned Area Development (PAD) – Sycamore Farms uses.

LOCATION

SWC of W. Cactus Road and N. Sarival Road

APN

501-09-004B

ZONING

Planned Area Development (PAD) – Sycamore Farms

OWNER

KCI CACTUS 303 LLC / Thompson Thrift

SIGN CONSULTANT

Bootz and Duke Sign Company
2831 W. Weldon Ave
Phoenix AZ 85017

CONTACT INFORMATION

Andy Gibson
602-272-9356
Andy@BootzandDuke.com

Replat Sycamore Farms Towne Center Commercial, Lot 1- Lot 5

INTRODUCTION

The intent of this comprehensive sign package is to establish and maintain a continuity of quality and aesthetics throughout Sycamore Farms / Cactus 303 for the mutual benefit of all tenants.

GENERAL REQUIREMENTS

- A. Each Tenant (or representative) shall submit three (3) sets of scale drawings of proposed signage for approval by Owner indicating the location, size, layout, design, color and method of attachment. Upon Owner approval, a signed copy will be returned. A copy of the landlord approved plans or an approval. Letter from the landlord shall be provided to the City of Surprise at the time of sign permit submittal.
- B. All signs shall be constructed and installed at Tenant's sole expense.
- C. All signs shall be reviewed for conformance with these criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain the sole right of the Landlord.
- D. Signs installed without written approval from the Landlord may be subject to removal. Repairs to sign band or removal of signage will be the financial responsibility of the Tenant.
- E. Tenant and their sign contractor shall repair any damage caused during installation or removal of any signage.
- F. Tenant shall be responsible for obtaining all sign permits from the City of Surprise prior to the installation of any signage.
- G. All sign companies contracted by Tenant must carry workman's compensation and public liability insurance against all damage suffered or done to any and all persons and/or property while engaged in the construction or erection of signs in the amount of one million and no/100 dollars (\$1,000,000.00) per occurrence unless otherwise approved by Owner.
- H. No window signs are permitted without written approval from the Landlord. Window signs, must be permitted, shall not exceed 25% of the windows in that suite.
- I. The following temporary signs are prohibited unless approved by Landlord and City of Surprise:
 - A-frame signs and any portable signs of any nature.
 - Cloth signs or streamers hanging in front of business without landlord approval.
 - Roof Signs
 - Exposed Neon Tubing
 - Signs or Letters Painted Directly on Any Surface
 - A fixed balloon used as a sign (which means any lighter-than-air or gas filled balloon attached by a tether to a fixed place)
 - Private light pole banners
- J. If this comprehensive sign plan is silent on any sign standard, then the City of Surprise Zoning Ordinance applies.

SPECIFIC LANDLORD RESPONSIBILITIES AND OBLIGATIONS

- A. Each Tenant shall, at their own expense, install and maintain their own identification sign in accordance with specifications noted herein. Should Tenant's sign require maintenance or repair, Landlord shall give Tenant thirty (30) days written notice to perform said maintenance or repair. Should Tenant fail

to perform, Owner shall undertake repairs and Tenant shall reimburse Landlord within ten (10) days from receipt of invoice. Once a tenant has vacated the site, the party is responsible for restoring all sign penetrations to its original condition. The vacating tenant has 90 business days to complete the restoration.

CONSTRUCITON REQRUMENTS FOR BUILDING MOUNTED SIGNAGE

- A. All fasteners shall be made of aluminum.
- B. No labels shall be permitted on the exposed surface of signs, except those required by ordinance.
- C. All electrical signs shall bear the UL label, conform to 2018 IBC standards, and conform to 2017 National Electrical Code Standards or newer.

BUILDING SIGNAGE DESIGN REQUIEMENTS FOR MAJOR TENANTS

- Major Tenants shall be defined as a Tenant occupying 100,000 square feet of leased floor space or greater.
- Identification signs shall be designed as an integral part of the building fascia in a manner complimentary to adjacent and facing building fronts.
- Major Tenant will be allowed a maximum of one and one half (1.5) square feet of signage for each lineal foot of leased frontage on the front elevations and one (1.0) square feet of signage for each lineal foot of leased frontage on the side elevations up to a maximum 600 square feet aggregate sign area for all building elevations.
- In no case, shall a Major Tenant's sign exceed 80% of the height of the sign band or wall to which the sign is attached, and no tenant sign shall exceed 80% of the length of the leased frontage or 80% of the length of the sign band or wall to which the sign is attached, whichever is less.
- No signage on the rear elevations of the Major Tenant.

BUILDING SIGNAGE DESIGN REQUIEMENTS FOR PAD TENANTS

- Pad Tenant shall be defined as a Tenant occupying a single use building.
- Identification signs shall be designed as an integral part of the building fascia in a manner complimentary to adjacent and facing building fronts.
- Each Tenant/Owner will be allowed a maximum of one and one half (1.5) square feet of signage for each lineal foot of leased frontage on the front elevations and one (1.0) square feet of signage for each lineal foot of leased frontage on the side and rear elevations.
- Regardless of frontage, in no case shall Tenant/Owner's sign exceed 80% of the height of the sign band or wall to which the sign is attached, and no tenant sign shall exceed 80% of the length of the leased frontage or 80% of the length of the sign band or wall to which the sign is attached, whichever is less.

BUILDNG SIGNAGE DESIGN REQUIREMENTS FOR MINOR TENANTS

- A Minor Tenant/Owner shall be defined as a Tenant occupying less than 100,000 square feet of leased floor space and located in a multiple user building.
- Identification signs shall be designed as an integral part of the building fascia in a manner complimentary to adjacent and facing building fronts.
- Each Tenant/Owner will be allowed a maximum of one and one half (1.5) square feet of signage for each lineal foot of leased frontage on the front elevations and one (1.0) square feet of signage for each lineal foot of leased frontage on the side.
- Minor Tenant/Owners with multiple frontages may erect up to two building mounted signs.
- In no case shall Tenant/Owner's sign exceed 80% of the height of the sign band or wall to which the sign is attached, and no tenant sign shall exceed 80% of the length of the leased frontage or 80% of the length of the sign band or wall to which the sign is attached, whichever is less.

BUILDING MOUNTED SIGNAGE CONSTRUCTION REQUIREMENTS

All building mounted signs shall be defined as pan channel or reverse pan channel internally illuminated letters. Final approval of any building mounted sign is at the sole discretion of the Landlord/Declarant and must be permitted by the City of Surprise

Pan Channel Internally Illuminated Letter Specifications:

- Aluminum construction with minimum .063 backs and .040 returns
- 5" deep returns painted Akzo Nobel acrylic polyurethane or equivalent
- Minimum ¾" trimcap
- 3/16" translucent acrylic faces - Colors are open for corporate ID
- 3/16" white plex with translucent vinyl overlay will be acceptable to achieve custom colors
- No clear plex or clear lexan faces will be acceptable
- Internal illumination with neon or LED fixtures
- Neon signs shall use UL approved electrobit housings and 30ma GFI transformers
- LED signs shall use UL approved components throughout
- Landlord can approve modification for return depth and trimcap size

Reverse Pan Channel Internally Illuminated Letter Specifications:

- Aluminum construction with minimum .063 faces and .040 returns
- 3" deep returns painted Akzo Nobel acrylic polyurethane or equivalent
- 3/16" clear Lexan backs on all letters
- No clear plex or clear lexan faces will be acceptable
- Internal illumination with neon or LED fixtures
- Neon signs shall use UL approved electrobit housings and 30ma GFI transformers
- LED signs shall use UL approved components throughout
- Landlord can approval modifications for return depth

FREESTANDING MULITI-TENANT MONUMENT SIGN DESIGN REQUIEMENTS

There will be Five (5) types of freestanding multi-tenant identification signs. All project identification signs shall be constructed as per the attached approved details. Individual tenant panel design and location must be approved through the Landlord in writing.

- Main Multi-Tenant FRY'S MARKETPLACE GAS STATION Identification Sign **(MM)**
Pad 15' high double faced internally illuminated seven (7) tenant monument sign that is 86 square feet per side.
Locations: Two (2) locations (see Site Plan)
- Pad Multi-Tenant Identification Sign **(TM1)**
Pad 12' high double faced internally illuminated six (6) tenant monument sign that is 60 square feet per side.
Locations: One (1) location (see Site Plan)
- Pad Multi-Tenant Identification Sign **(TM2)**
Pad 12' high double faced internally illuminated six (6) tenant monument sign that is 60 square feet per side.
Locations: One (1) location (see Site Plan)
- Directional – Multi-Tenant Identification Sign **(D1)**
Pad 6' high double faced internally illuminated four (4) tenant monument sign that is 12 square feet per side.
Locations: Three (3) potential locations. (See Site Plan)
- Directional Identification Sign **(D2-3)**
Pad 3' high double faced internally illuminated single tenant monument sign that is three (3) square feet per side.
Locations: Interior directional signs only. Locations to be determined later.
- Menu Boards - Two (2) per lane, Single-faced
Locations to be determined. Maximum height - 8.0 feet and 36.0 square feet per side.
Menu Board Details: One (1) for pre-menu board and one (1) for the order menu board.
 - Notes: A. Bottom of menu sign copy shall not be less than 2-feet.
B. Menu Sign shall not be audible to residential or greater than 100-feet from residential.
C. No signage is allowed in yellow highlighted areas as it will be adjacent to residential.

SIGN	QUANTITY	LOCATION	MAX HEIGHT	ALLOWED SIGN AREA	MATERIALS	ILLUMINATION	CURRENT LDO REQUIREMENTS
BUILDING SIGNAGE	TBD	Over Suite Unless Approved by Landlord	80% of the Height and Width of the Sign Band	2 sq.ft. per Linear Foot of Main Elevation and 1.5 sq.ft. per Linear Foot Secondary Elevation	Aluminum Acrylic LED Lights	Yes	1.5 Sq. Ft. Per Liner Ft.
FUEL CENTER CANOPY SIGNAGE	Not to Exceed 10% of Canopy Length	Canopy Fascia	Not to Exceed 80% of Height	10% of Canopy Length	Aluminum Acrylic LED Lights	Yes	Meets Code
MAJOR MONUMENT SIGN (5 Tenants)	Two (2) Double Faced	Designated on Site Map	15'-0" Above Grade	86.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 17'-0" Allowed Sign Area: 120 Sq. Ft.
SECONDARY MONUMENT SIGN (6 Tenants)	Two (2) Double Faced	Designated on Site Map	12'-0" Above Grade	60.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 8'-0" Allowed Sign Area: 32 Sq. Ft.
DIRECTIONAL SIGN	TBD as Needed Single and Double Faced	Designated on Site Map	3'-0" Above Grade	3.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 2'-6" Allowed Sign Area: 6 Sq. Ft.
DIRECTORY SIGN	TBD as Needed Single and Double Faced	Designated on Site Map	6'-0" Above Grade	12.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 6'-0" Allowed Sign Area: 12 Sq. Ft.
MENU BOARDS	Two (2) Per Business Single Faced	Designated on Site Map	8'-0" Above Grade to Top of Sign	36.00 Sq. Ft.	Aluminum Steel Acrylic Concrete	Yes	Max Height: 8'-0" Allowed Sign Area: 50 Sq. Ft.

ADDITIONAL REQUIREMENTS FOR MENU BOARDS:

- * Bottom of menu sign copy shall not be less than 2'
- * Menu Sign shall not be audible to residential or greater than 100-feet from residential

- SIGN BANDS
- PROJECT BOUNDARY
- 8' PUBLIC UTILITY EASEMENT
- 20' EASEMENT

SIGHT VISIBILITY TRIANGLES

LANDSCAPING

D1 LOCATION OPTIONS FOR SIGN D1
(SEE P.29 FOR D1 SIGN SKETCH)

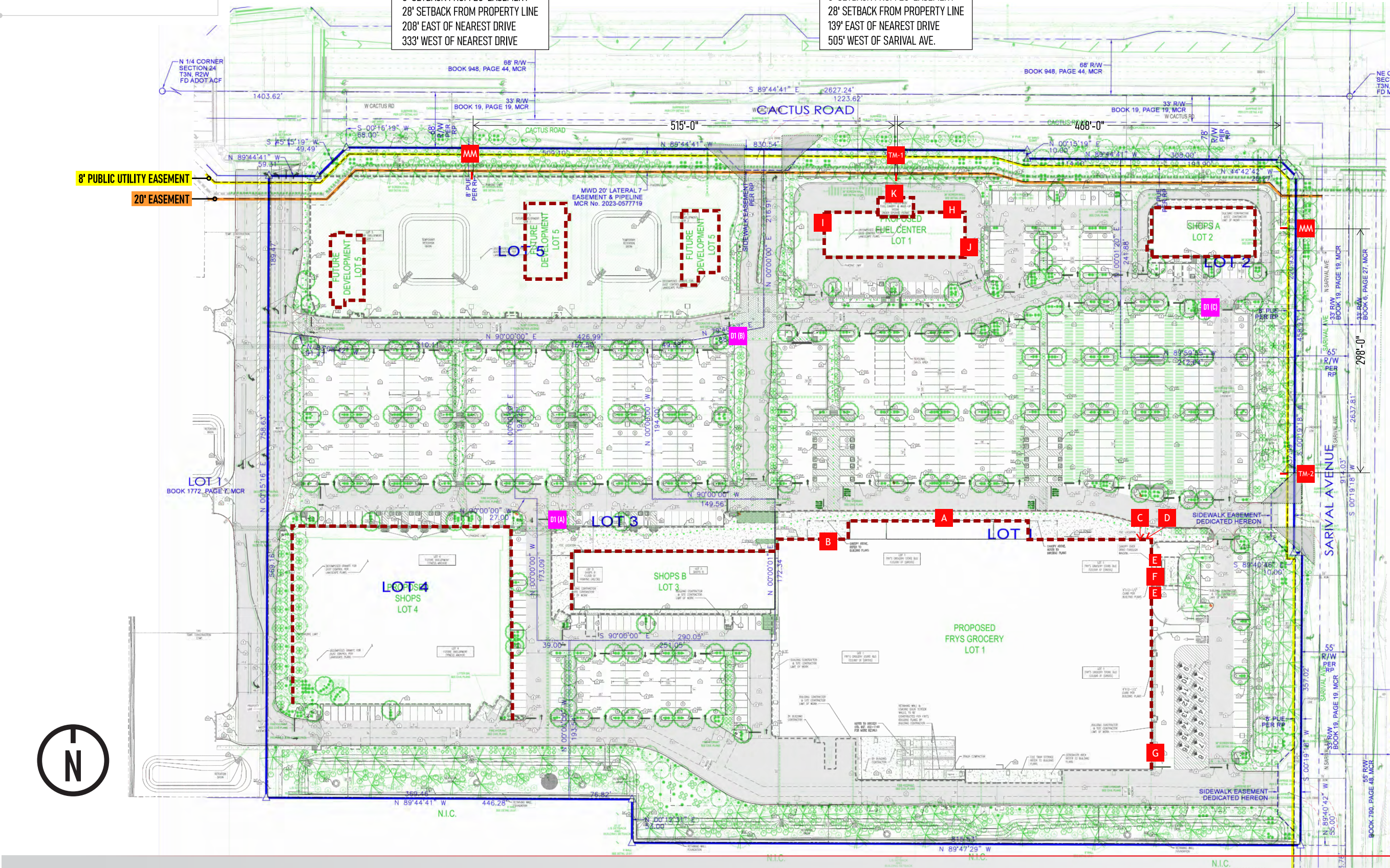
* THE PROPOSED SIGNS ARE NOT IN CONFLICT WITH ANY EASEMENTS, WATER LINES, OR DRAINAGE LINES *
* NO SIGNS ON REAR ELEVATIONS OF LOTS 1, 3, & 4 *

SIGN MM (WEST):
0' SETBACK FROM 20' EASEMENT
28' SETBACK FROM PROPERTY LINE
208' EAST OF NEAREST DRIVE
333' WEST OF NEAREST DRIVE

SIGN TM-1:
0' SETBACK FROM 20' EASEMENT
28' SETBACK FROM PROPERTY LINE
139' EAST OF NEAREST DRIVE
505' WEST OF SARIVAL AVE.

SIGN MM (EAST):
0' SETBACK FROM 8' PUBLIC UTILITY EASEMENT
8' SETBACK FROM PROPERTY LINE
101' SOUTH OF CACTUS RD.
335' NORTH OF NEAREST DRIVE

SIGN TM-2:
0' SETBACK FROM 8' PUBLIC UTILITY EASEMENT
8' SETBACK FROM PROPERTY LINE
400' SOUTH OF CACTUS RD.
36' NORTH OF NEAREST DRIVE



MWD EASEMENT

8' PUBLIC UTILITY EASEMENT

20' EASEMENT

SIGHT VISIBILITY TRIANGLES

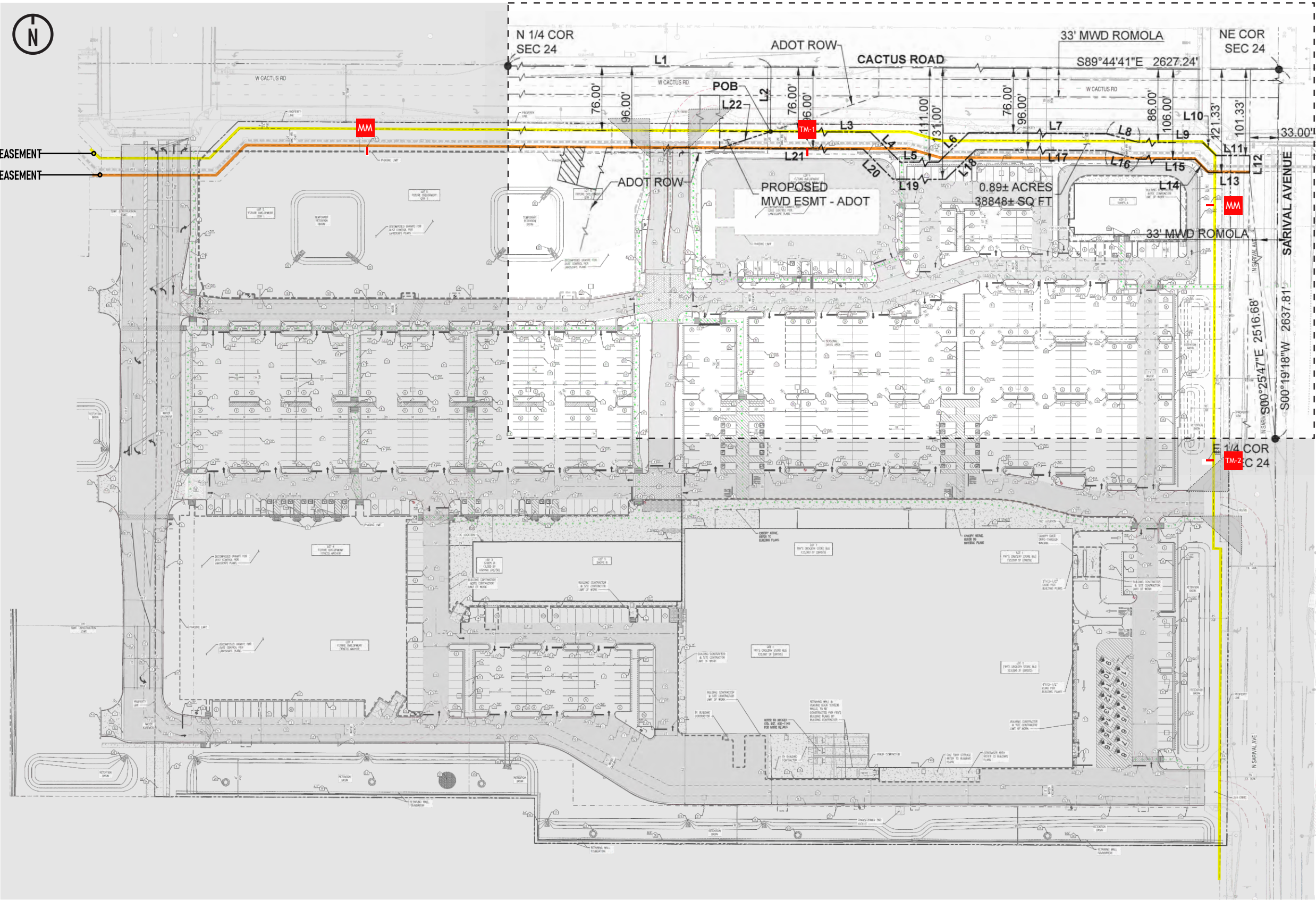
* SIGNS WILL NOT BE LOCATED NEAR TREES/SHRUBS *

8' PUBLIC UTILITY EASEMENT

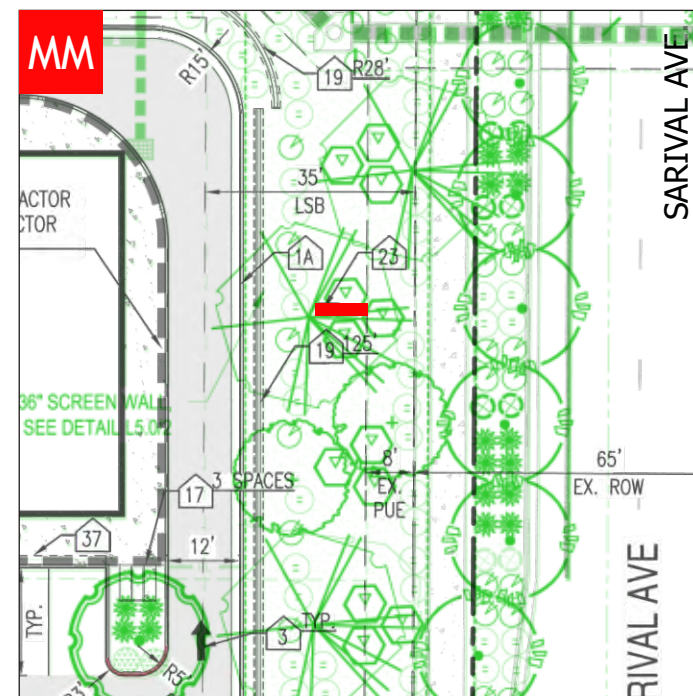
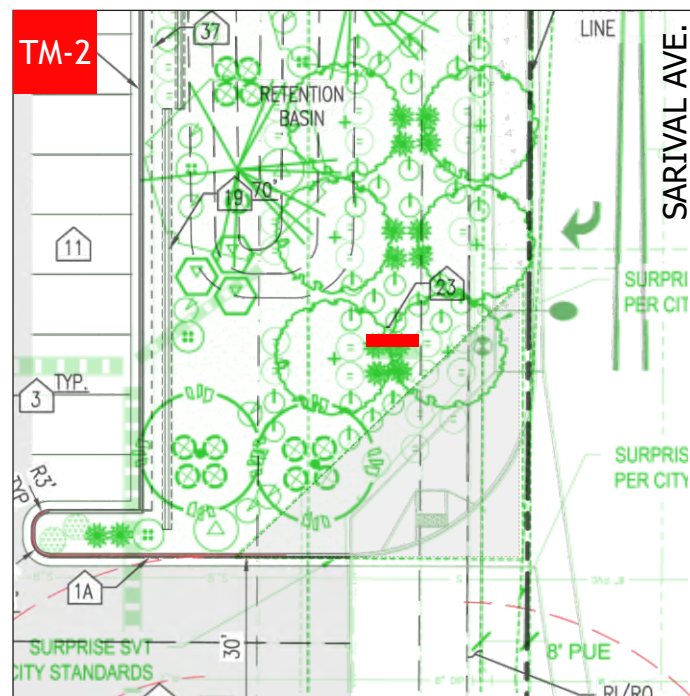
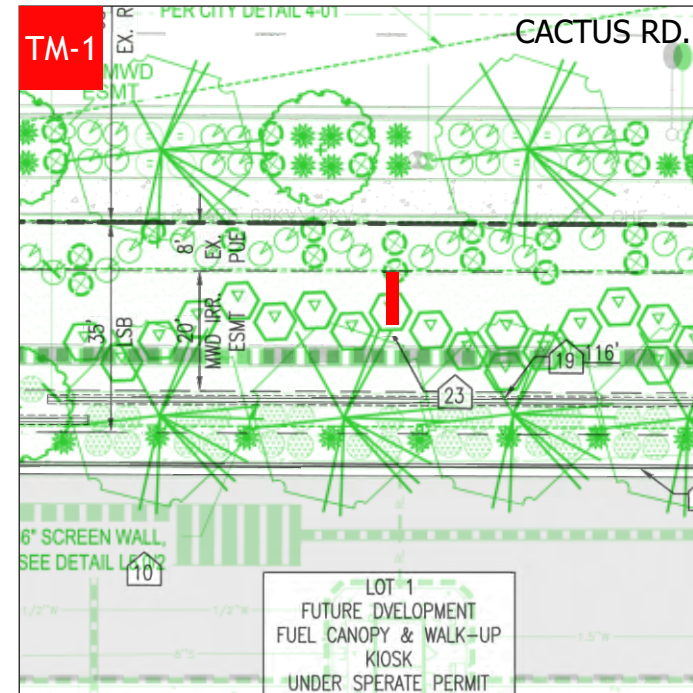
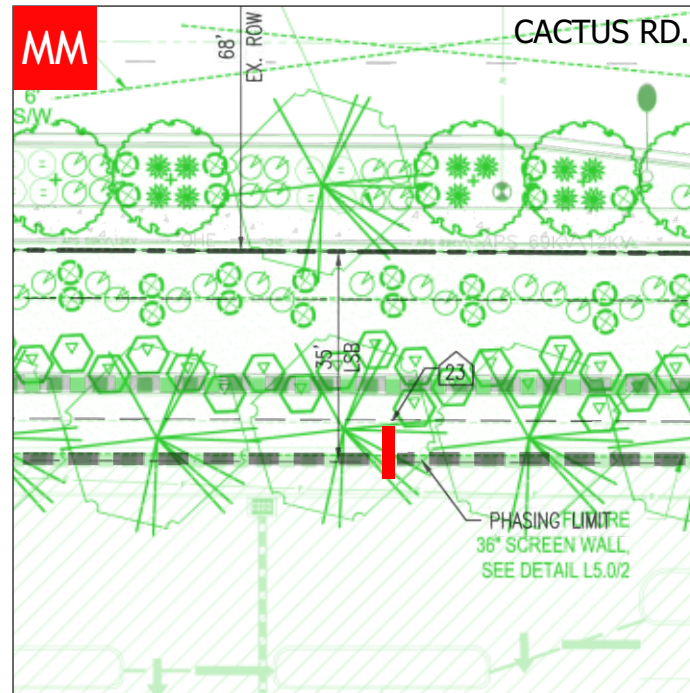
20' EASEMENT

PROVIDED MWD EASEMENT SECTION

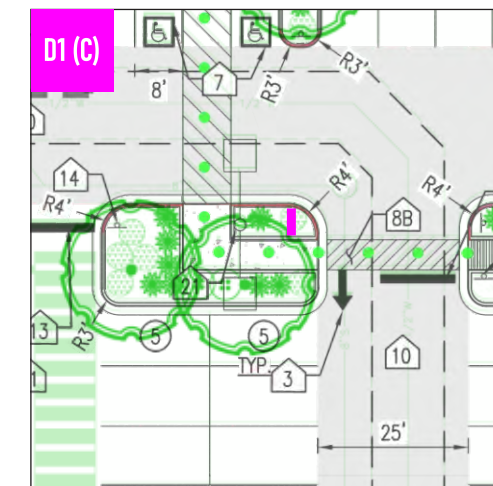
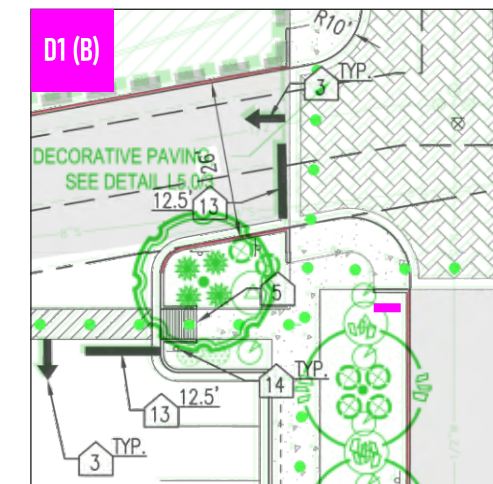
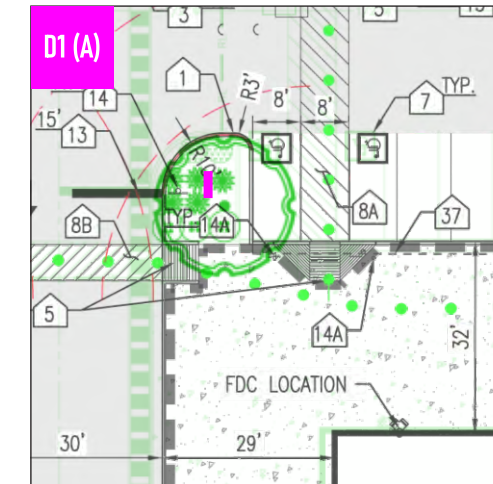
* GROUND SIGNS ARE INSTALLED OUTSIDE ALL EASEMENTS *



* LANDSCAPE PLANS SUBJECT TO CHANGE BASED ON MONUMENT SIGN LOCATIONS *

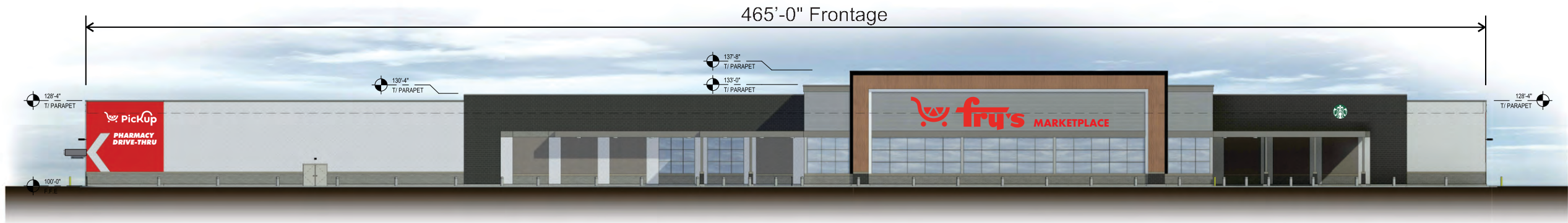


SIGN D1 LOCATION OPTIONS



SQUARE FOOTAGE BREAKDOWN

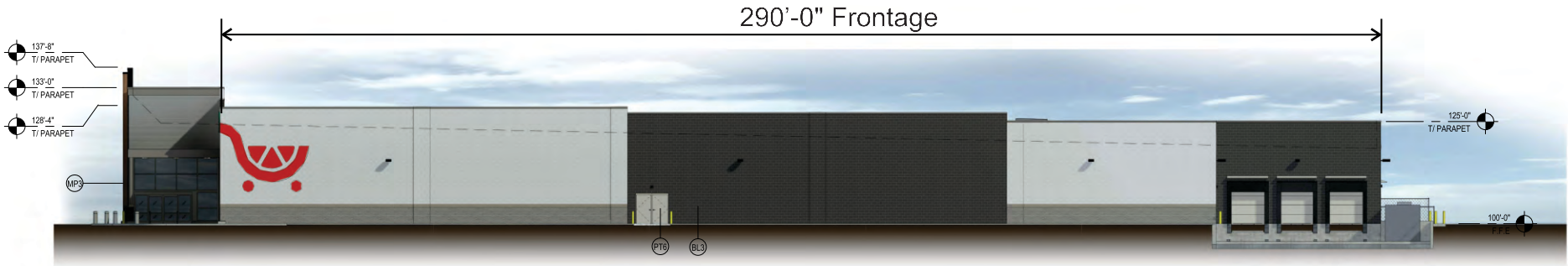
Fry's: 340.46
Starbucks: 19.64
Pharmacy Drive-Thru: 58.3
Pickup x2: 49.35
RX Drive Thru: 26.23
Enter/Exit: 8.00
Total = 594.68



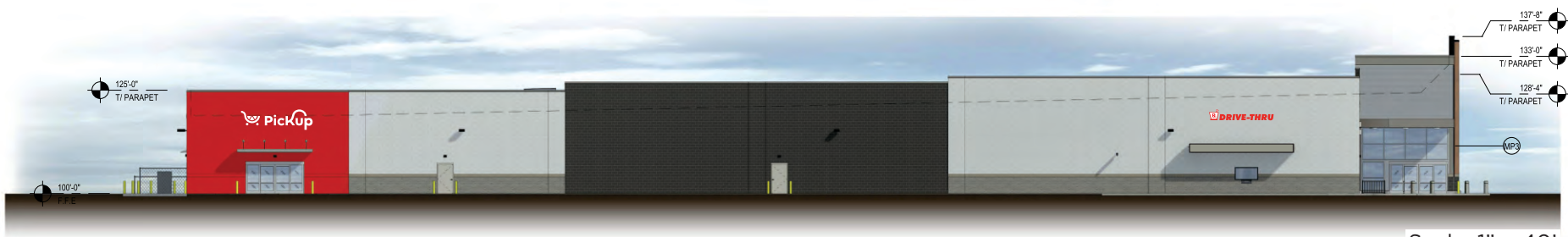
NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

Scale: 1" = 40'

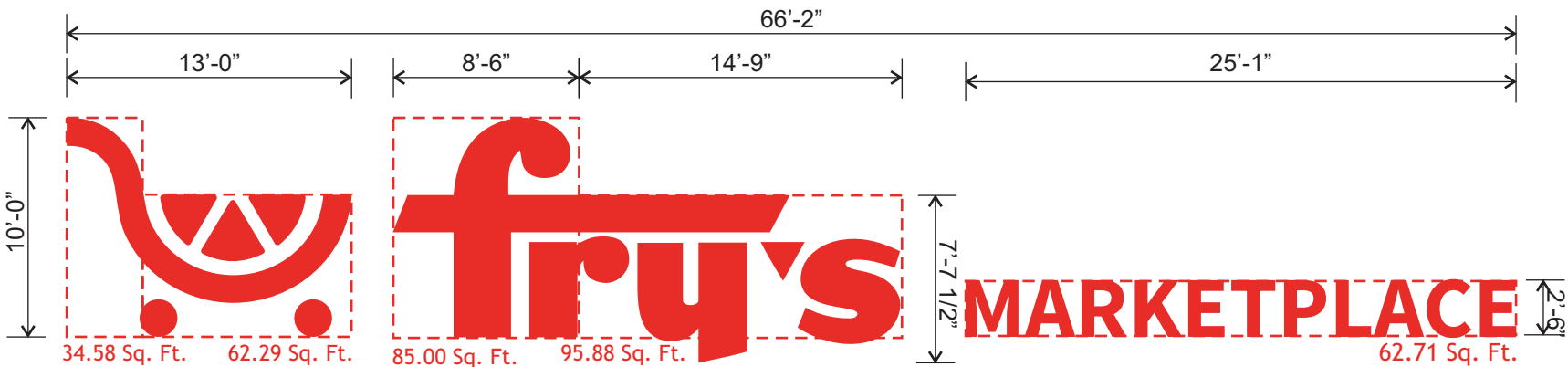


Pan-Channel Letters

Manufacture and Install One(1) Set LED Face-Illuminated Pan Channel Letters

Total = 340.46 Sq. Ft.

Scale: 1/8"=1'-0"



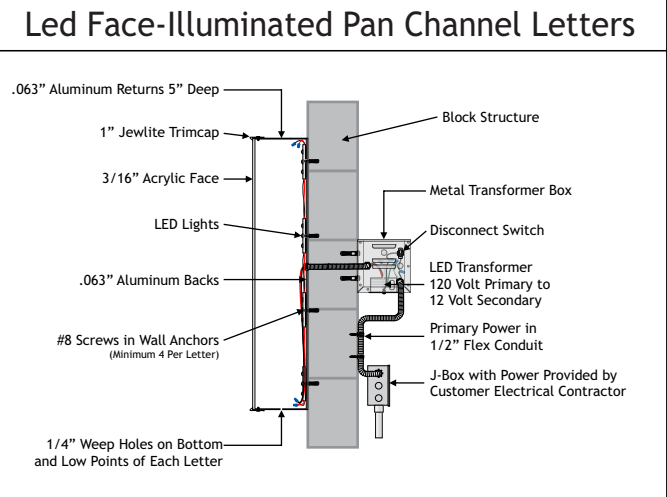
- Returns: 040" Red CLC 5" Deep
- Backs: .063" Prefinished White Aluminum Backs
- Faces: 3/16" Red Acrylic
- Trimcap: 1" Red Jewelite
- Illumination: Red LEDs
- Power Supplies: Remote in Transformer Box
- Installation: Flush to the Building Fascia

Wall Mounted Sign - North Elevation

Scale: 1" = 40'-0"



Cross Section



Electrical Specifications			UL
☒ U.L. Required	☐ Other	☐ Non U.L. Required	
☒ 120 Volts	☐ 277 Volts	☐ Other	
(1) 20 Amp Circuits Necessary			8.0A Actual Amp Load
All Signs Fabricated as per 2017 N.E.C. Specifications			
Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.			
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.			
The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.			
All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.			

Materials Breakdown

	.040" Red CLC
	3/16" Red Acrylic
	1" Red Trimcap

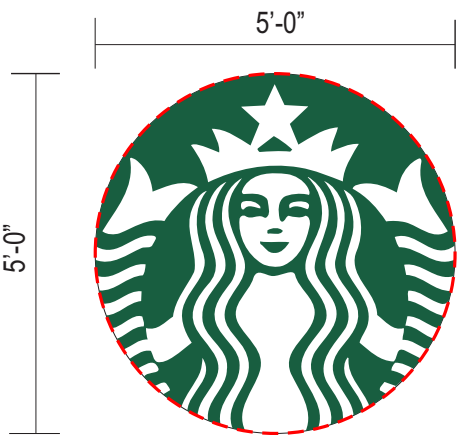
B

Pan-Channel Letters

Manufacture and Install One(1) Set LED Face-Illuminated Pan Channel Letters

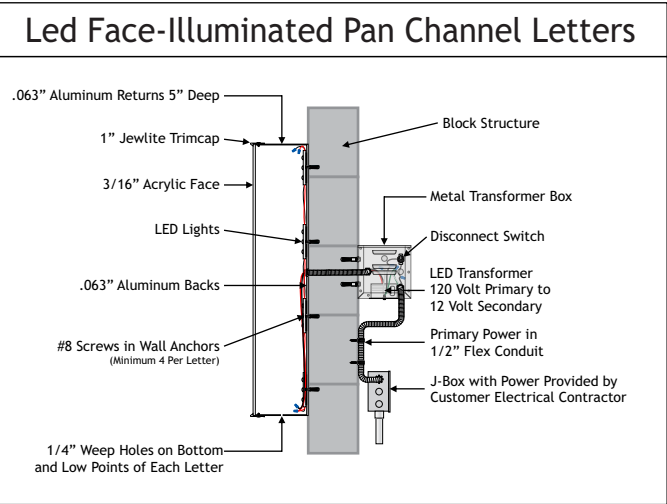
19.64 Sq. Ft.

Scale: 3/8"=1'-0"



- Returns: 040" Black CLC 5" Deep
- Backs: .063" Prefinished White Aluminum Backs
- Faces: 3/16" White Acrylic
- Vinyl: Green
- Trimcap: 1" Black Jewelite
- Illumination: White LEDs
- Power Supplies: Remote in Transformer Box
- Installation: Flush to the Building Fascia

Cross Section



Electrical Specifications

☒ U.L. Required ☐ Other ☐ Non U.L. Required

☒ 120 Volts ☐ 277 Volts ☐ Other

(1) 20 Amp Circuits Necessary **2.5A** Actual Amp Load

All Signs Fabricated as per 2017 N.E.C. Specifications

- Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.
- This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.
- The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

Wall Mounted Sign - North Elevation

Scale: 1" = 40'-0"



Materials Breakdown

	.040" Black CLC
	3/16" Red Acrylic
	Green Vinyl TBD
	1" Black Trimcap

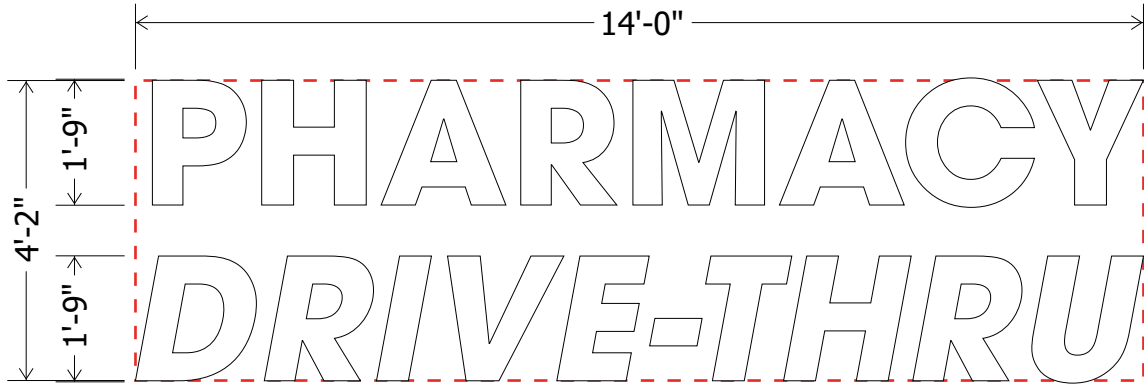


Pan-Channel Letters

Manufacture and Install One(1) Set LED Face-Illuminated Pan Channel Letters

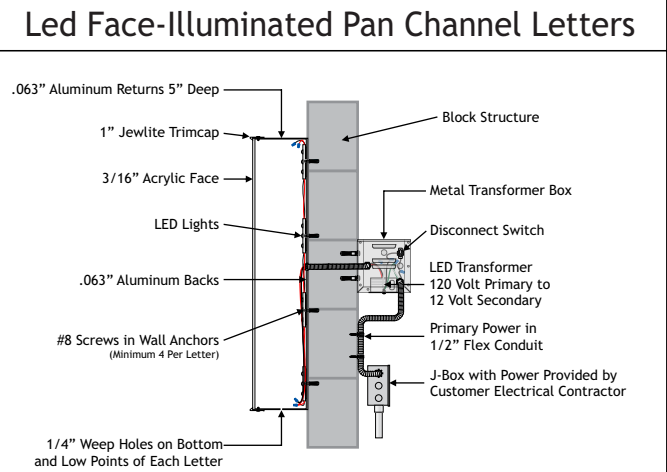
58.3 Sq. Ft.

Scale: 3/8"=1'-0"



- Returns: 040" White CLC 5" Deep
- Backs: .063" Prefinished White Aluminum Backs
- Faces: 3/16" White Acrylic
- Trimcap: 1" White Jewelite
- Illumination: White LEDs
- Power Supplies: Remote in Transformer Box
- Installation: Flush to the Building Fascia

Cross Section



Electrical Specifications

☒ U.L. Required ☐ Other ☐ Non U.L. Required

☒ 120 Volts ☐ 277 Volts ☐ Other

(1) 20 Amp Circuits Necessary 8.0A Actual Amp Load

All Signs Fabricated as per 2017 N.E.C. Specifications

Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.

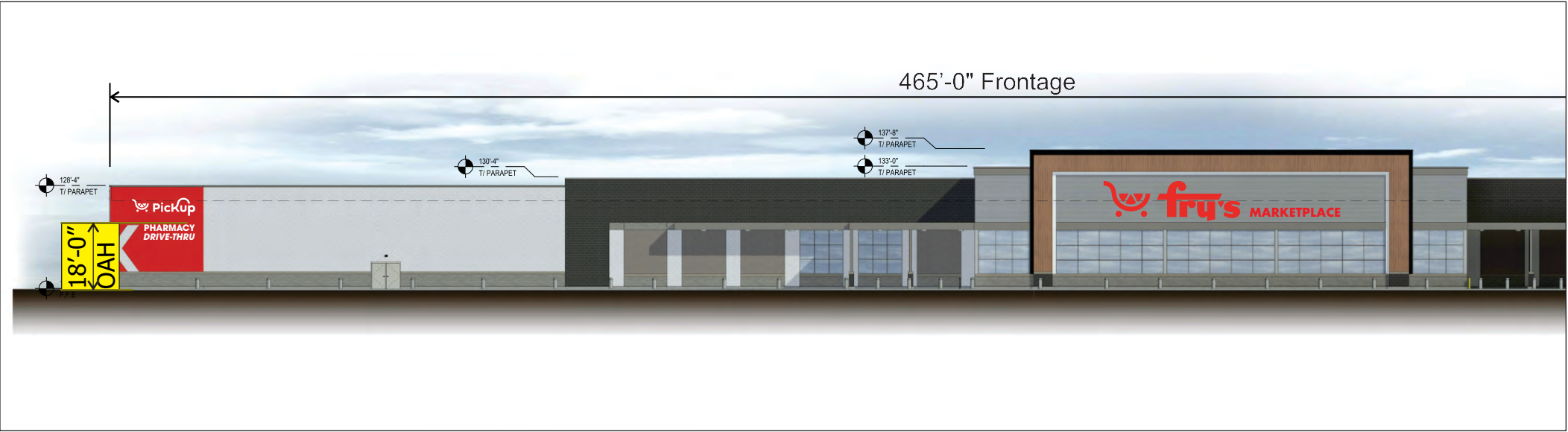
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.

The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

Wall Mounted Sign - North Elevation

Scale: 1" = 40'-0"



Materials Breakdown

	.040" White CLC
	3/16" White Acrylic
	1" White Trimcap

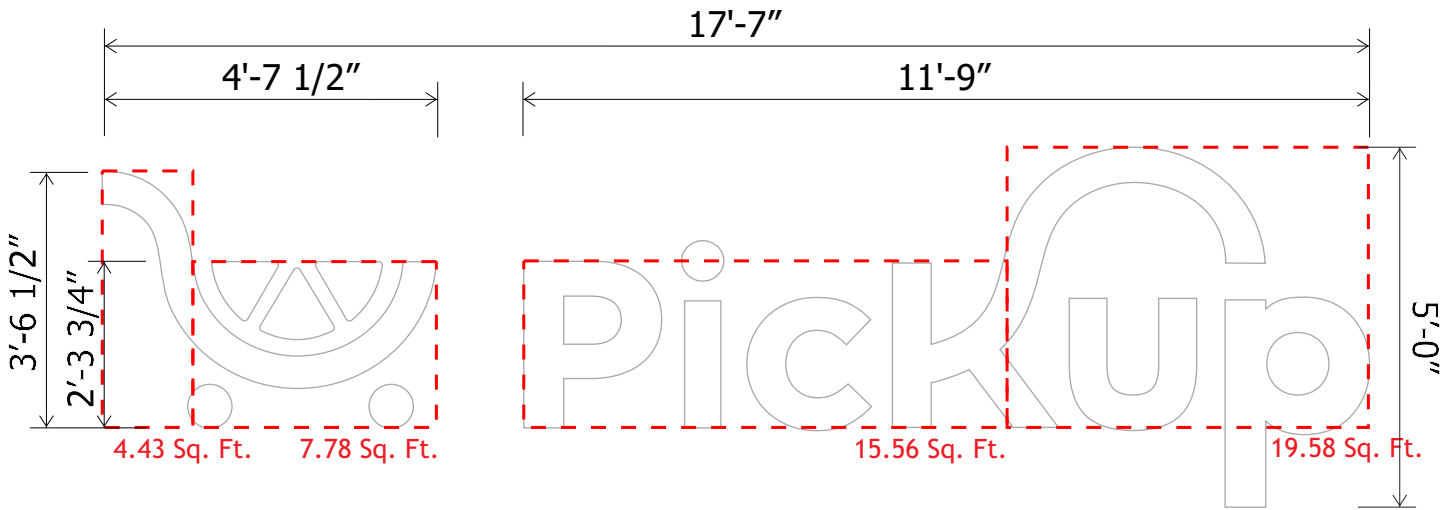


Pan-Channel Letters

Manufacture and Install One(1) Set LED Face-Illuminated Pan Channel Letters

47.35 Sq. Ft.

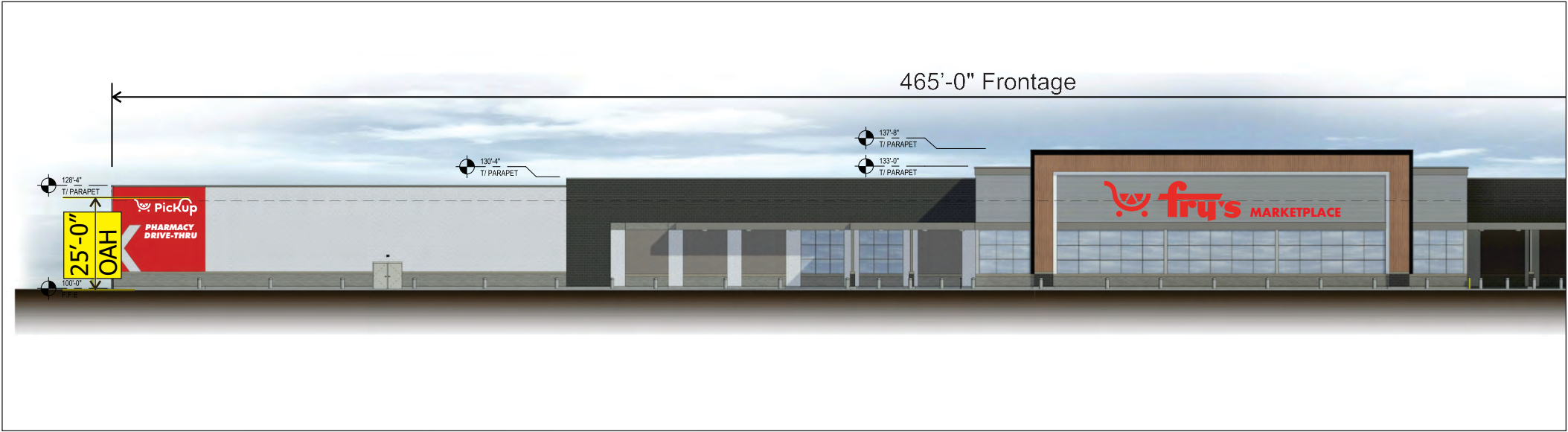
Scale: 3/8"=1'-0"



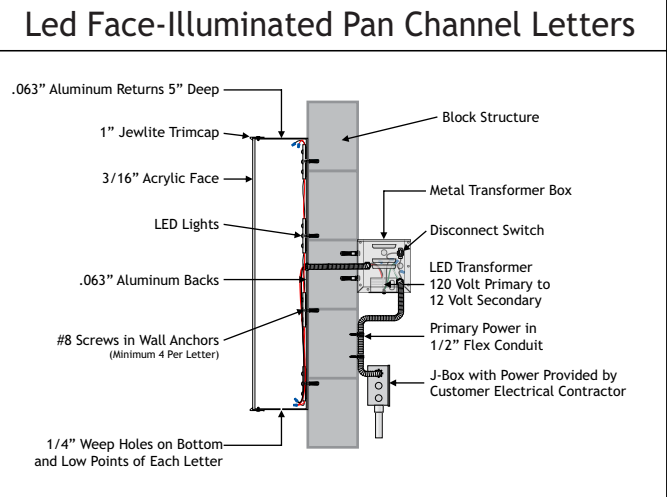
- Returns: 040" White CLC 5" Deep
- Backs: .063" Prefinished White Aluminum Backs
- Faces: 3/16" White Acrylic
- Trimcap: 1" White Jewelite
- Illumination: White LEDs
- Power Supplies: Remote in Transformer Box
- Installation: Flush to the Building Fascia

Wall Mounted Sign - North Elevation

Scale: 1" = 40'-0"



Cross Section



Electrical Specifications			UL
☒ U.L. Required	☐ Other	☐ Non U.L. Required	
☒ 120 Volts	☐ 277 Volts	☐ Other	
(1) 20 Amp Circuits Necessary			8.0A Actual Amp Load
All Signs Fabricated as per 2017 N.E.C. Specifications			nec NFPA
UL Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.			UL
UL This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.			UL
UL The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.			UL
All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.			IBC

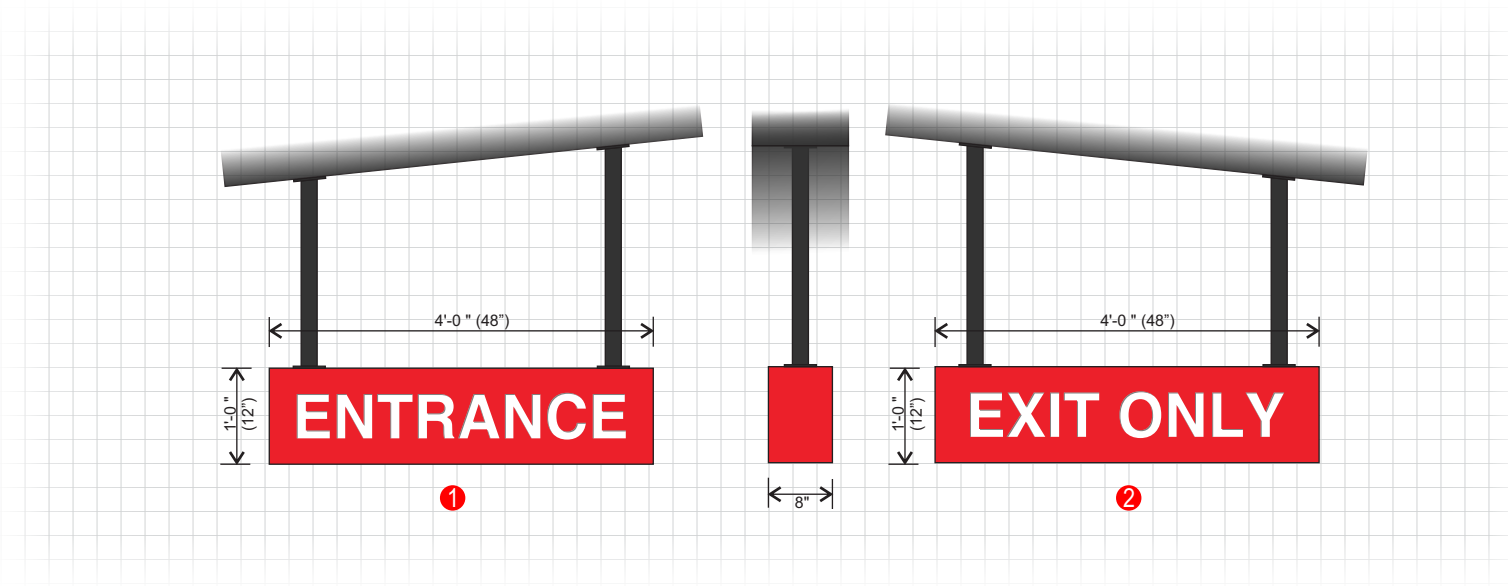
Materials Breakdown

	.040" White CLC
	3/16" White Acrylic
	1" White Trimcap



Hanging Cabinet Sign

8.00 Sq. Ft.
Scale: 1/2"=1'-0"



- Manufacture and Install One(1) Set LED Face-Illuminated Hanging Signs
- Materials: Aluminum Framed Structure Skinned with .090" Aluminum Painted Red
 - Faces: .125" Aluminum Painted Red
 - Backup Plex: 3/16" White Acrylic
 - Illumination: White LEDs
 - Power Supplies: Remote in Cabinet
 - Installation: Onto the Canopy Structure

Cross Section

Internally Illuminated Hanging Canopy Sign

Side View

Electrical Specifications

☒ U.L. Required ☐ Other ☐ Non U.L. Required

☒ 120 Volts ☐ 277 Volts ☐ Other

(1) 20 Amp Circuits Necessary **2.5A** Actual Amp Load

All Signs Fabricated as per 2017 N.E.C. Specifications

☒ Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.

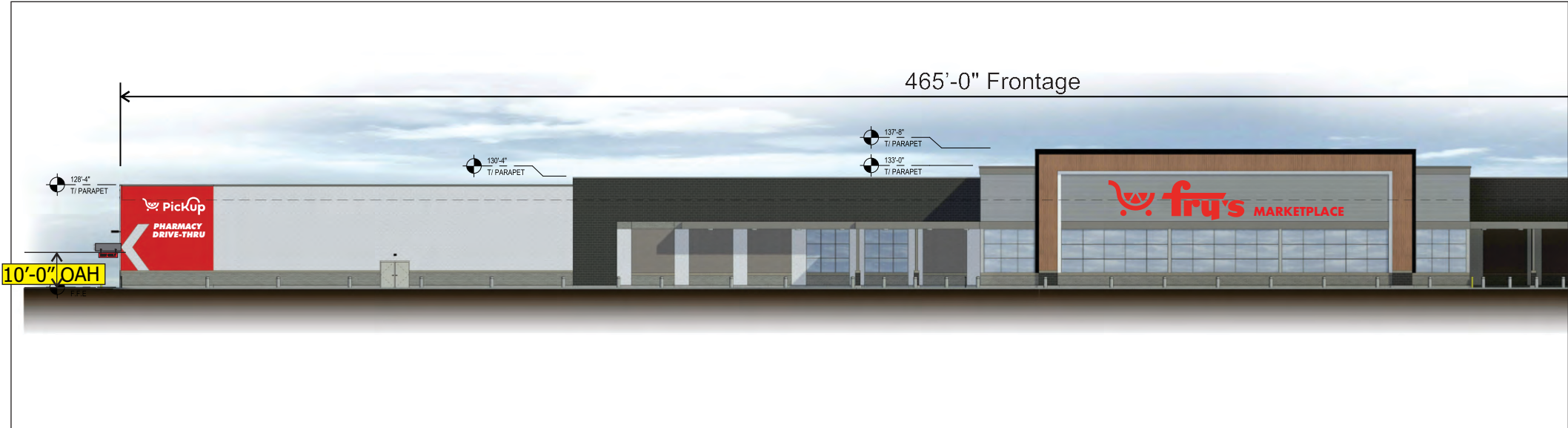
☒ This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.

☒ The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

Wall Mounted Sign - North Elevation

Scale: 1" = 40'-0"



Materials Breakdown

	Red Paint
	3/16" White Acrylic

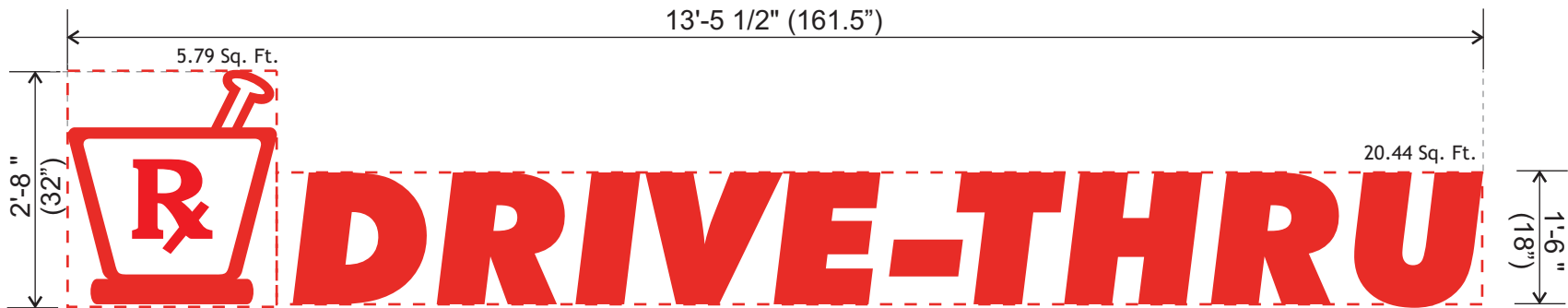


Pan-Channel Letters

Manufacture and Install One(1) Set LED Face-Illuminated Pan Channel Letters

Total = 26.23 Sq. Ft.

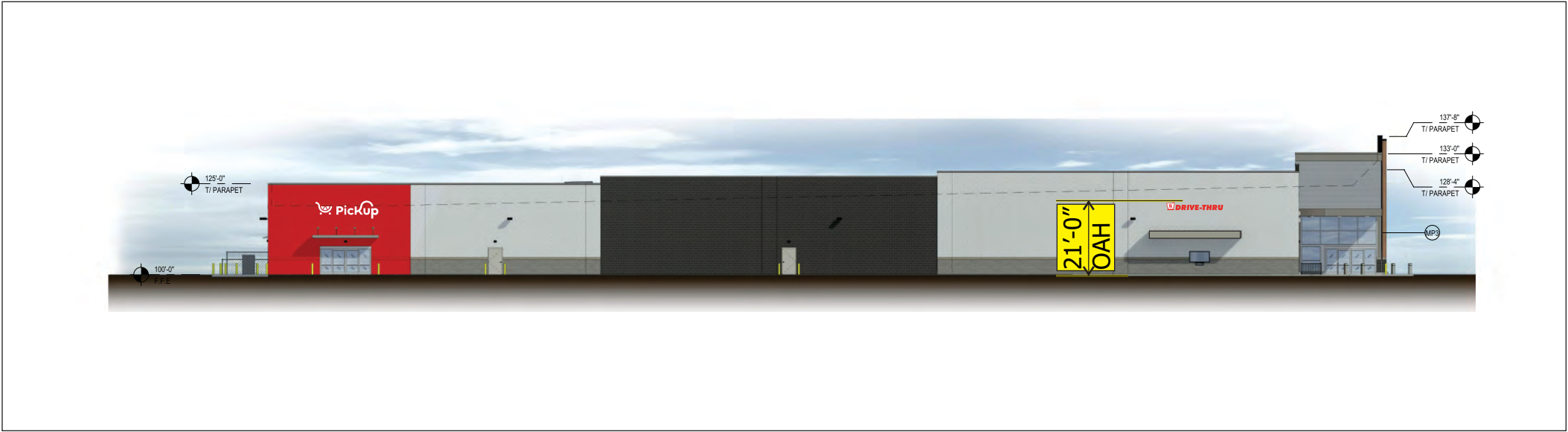
Scale: 3/8"=1'-0"



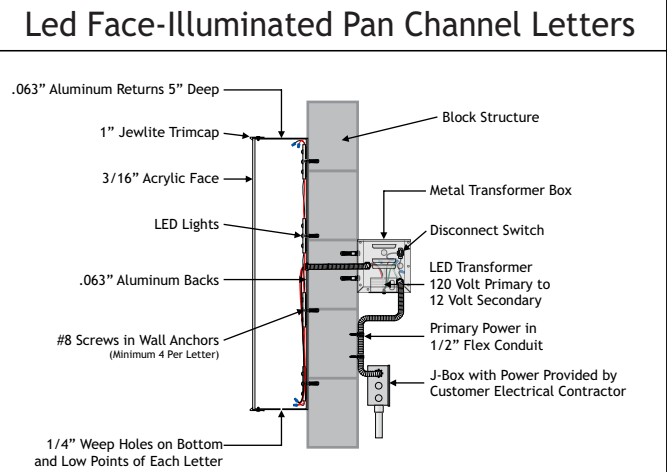
- Returns: .063" Red CLC 5" Deep
- Backs: .063" Prefinished White Aluminum Backs
- Faces: 3/16" Red and White Acrylic
- Vinyl: Regal Red
- Trimcap: 1" Red Jewelite
- Illumination: Red and White LEDs
- Power Supplies: Remote in Transformer Box
- Installation: Flush to the Building Fascia

Wall Mounted Sign - East Elevation

Scale: 1" = 40'-0"



Cross Section



Electrical Specifications

☒ U.L. Required ☐ Other ☐ Non U.L. Required

☒ 120 Volts ☐ 277 Volts ☐ Other

(1) 20 Amp Circuits Necessary 8.0A Actual Amp Load

All Signs Fabricated as per 2017 N.E.C. Specifications

Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.

The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

Materials Breakdown

	.040" Red CLC
	3/16" Red Acrylic
	3/16" White Acrylic
	Regal Red 3630-83 Vinyl
	1" Red Trimcap

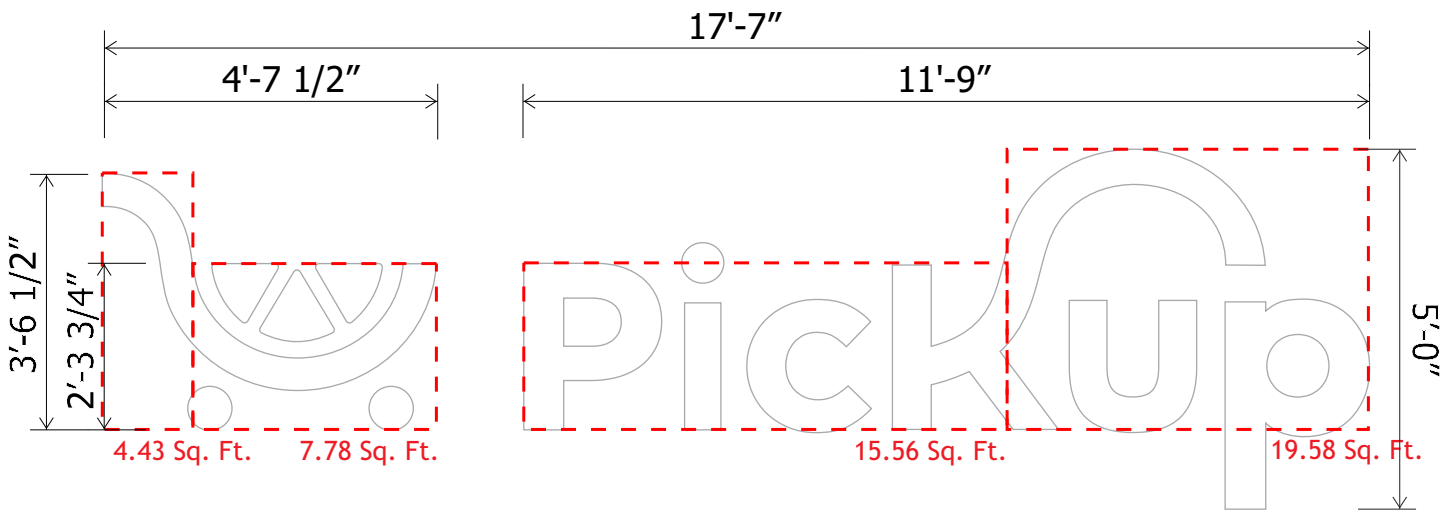


Pan-Channel Letters

Manufacture and Install One(1) Set LED Face-Illuminated Pan Channel Letters

47.35 Sq. Ft.

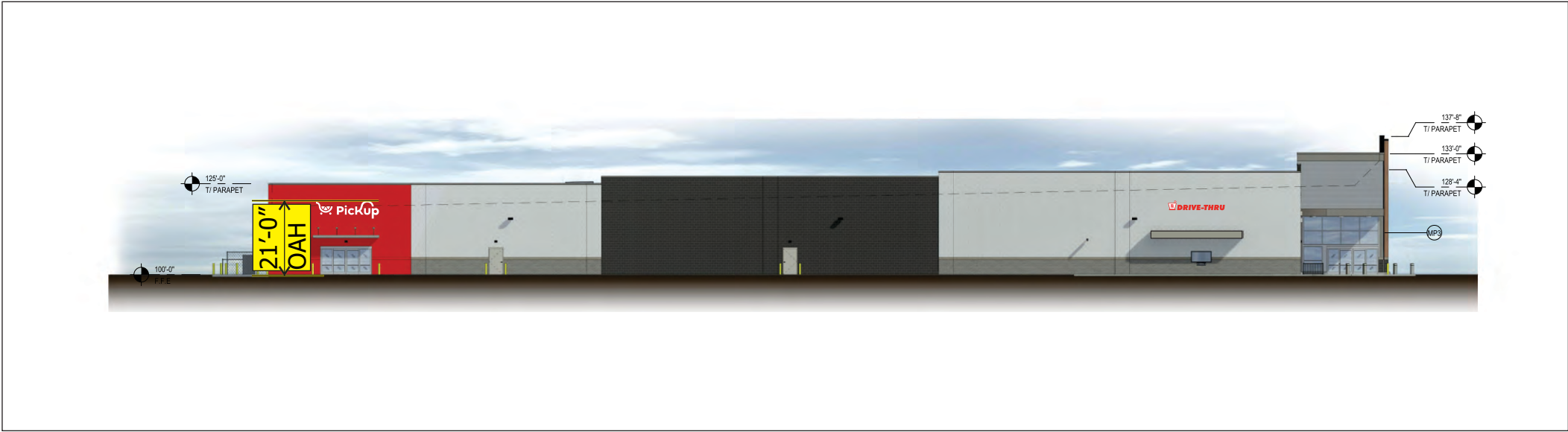
Scale: 3/8"=1'-0"



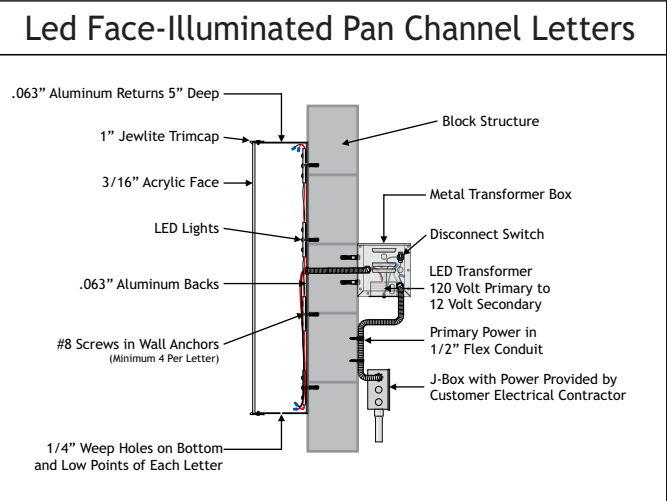
- Returns: 040" White CLC 5" Deep
- Backs: .063" Prefinished White Aluminum Backs
- Faces: 3/16" White Acrylic
- Trimcap: 1" White Jewelite
- Illumination: White LEDs
- Power Supplies: Remote in Transformer Box
- Installation: Flush to the Building Fascia

Wall Mounted Sign - East Elevation

Scale: 1" = 40'-0"



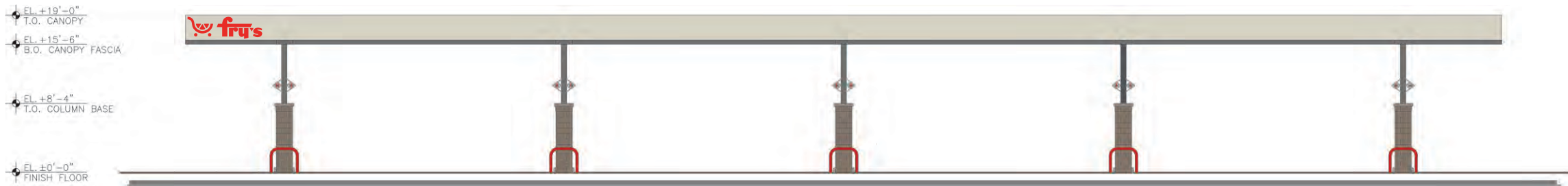
Cross Section



Electrical Specifications			UL
☒ U.L. Required	☐ Other	☐ Non U.L. Required	
☒ 120 Volts	☐ 277 Volts	☐ Other	
(1) 20 Amp Circuits Necessary			8.0A Actual Amp Load
All Signs Fabricated as per 2017 N.E.C. Specifications			nec NFPA
UL Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.			UL
UL This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.			UL
UL The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.			UL
All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.			IBC

Materials Breakdown

	.040" White CLC
	3/16" White Acrylic
	1" White Trimcap



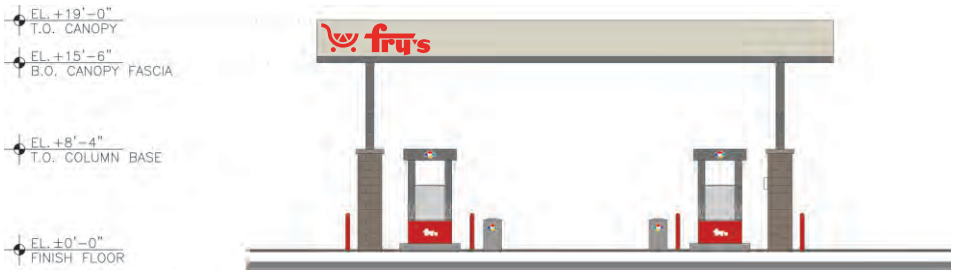
NORTH ELEVATION

Scale: 1/16" = 1'



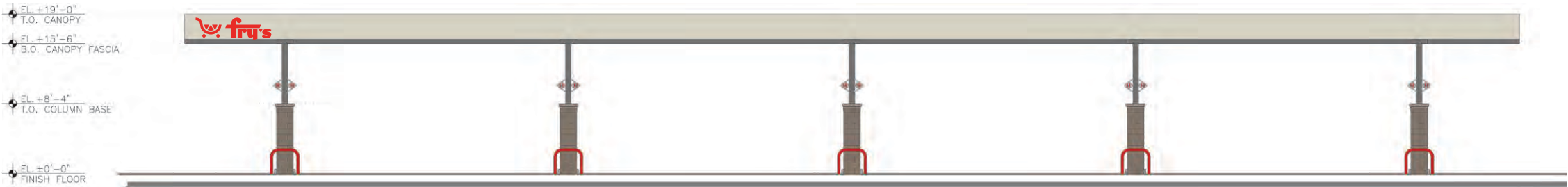
WEST ELEVATION

Scale: 1/16" = 1'



EAST ELEVATION

Scale: 1/16" = 1'



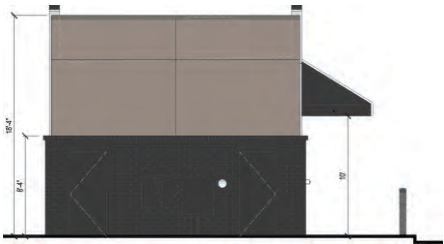
SOUTH ELEVATION

Scale: 1/16" = 1'



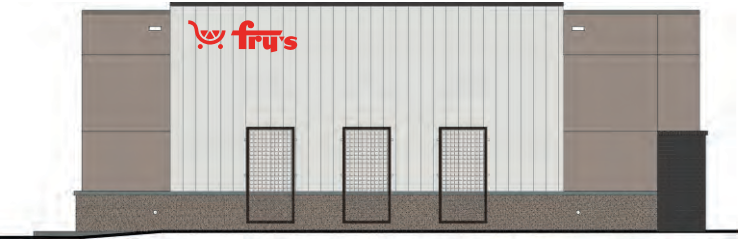
FRONT (NORTH) ELEVATION

Scale: 1/16" = 1'



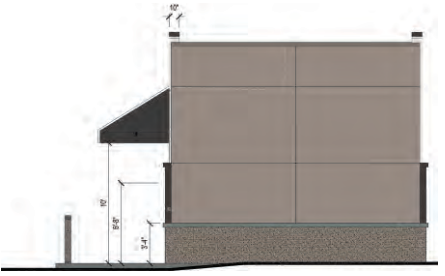
LEFT (EAST) ELEVATION

Scale: 1/16" = 1'



REAR (SOUTH) ELEVATION

Scale: 1/16" = 1'



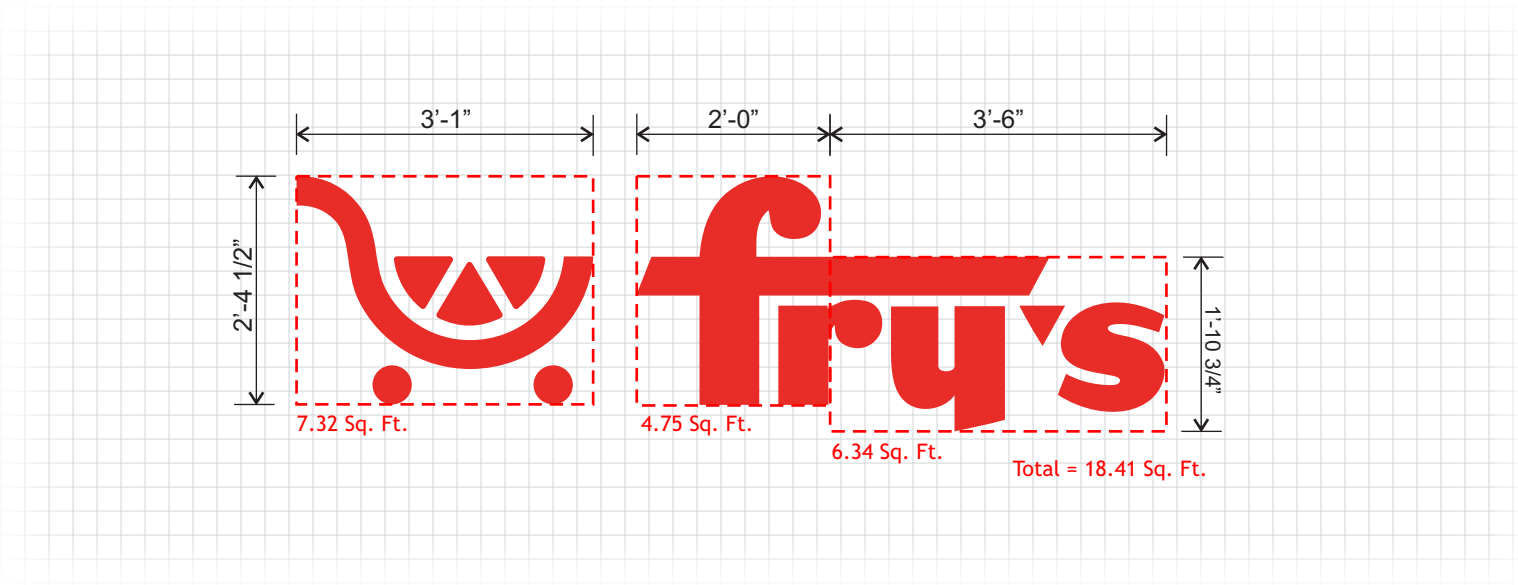
RIGHT (WEST) ELEVATION

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



Pan-Channel Letters

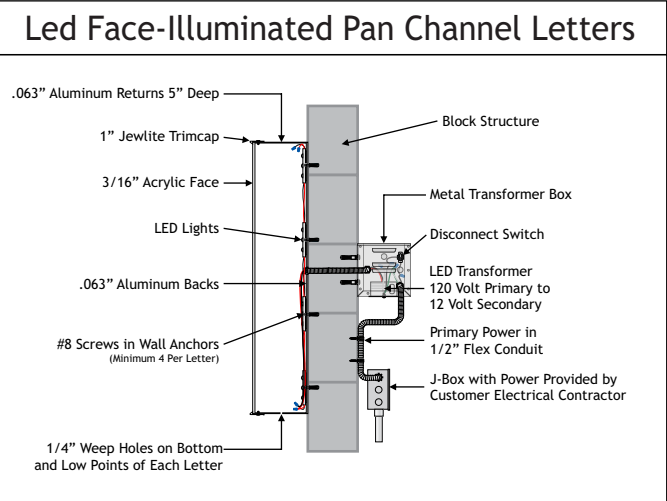
Scale: 1/2"=1'-0"



Manufacture and Install One(1) Set LED Face-Illuminated Pan Channel Letters

- Returns: .063" Red CLC 5" Deep
- Backs: .063" Prefinished White Aluminum Backs
- Faces: 3/16" Red Acrylic
- Trimcap: 1" Red Jewelite
- Illumination: Red LEDs
- Power Supplies: Remote in Transformer Box
- Installation: Flush to the Building Fascia

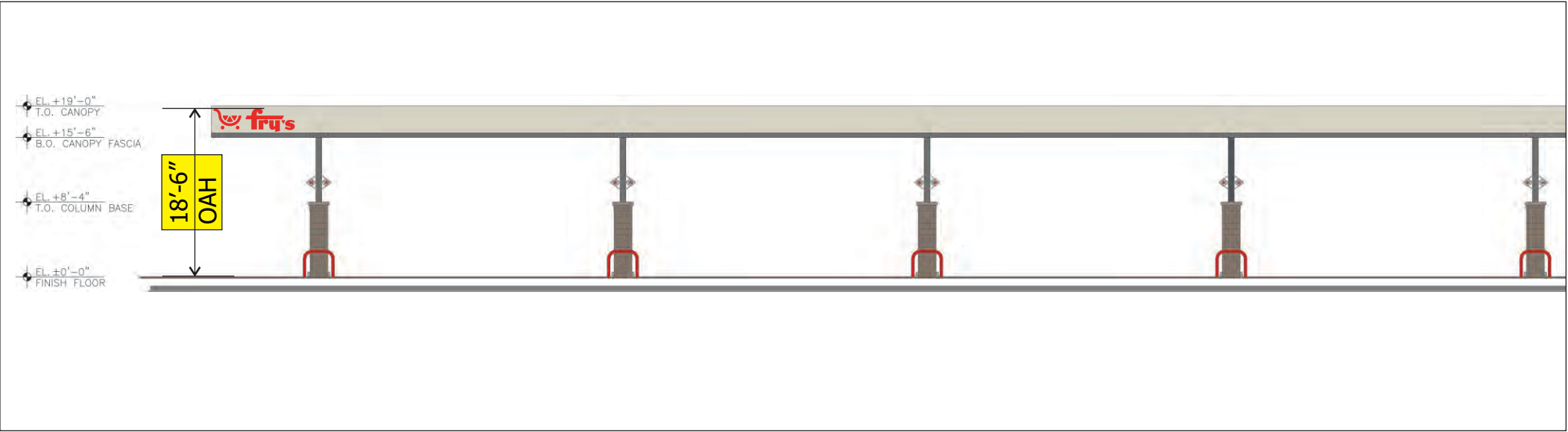
Cross Section



Electrical Specifications			UL
☒ U.L. Required	☐ Other	☐ Non U.L. Required	
☒ 120 Volts	☐ 277 Volts	☐ Other	
(1) 20 Amp Circuits Necessary			8.0A Actual Amp Load
All Signs Fabricated as per 2017 N.E.C. Specifications			
Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.			
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.			
The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.			
All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.			

Wall Mounted Sign - North Elevation

Scale: 1/16" = 1'-0"



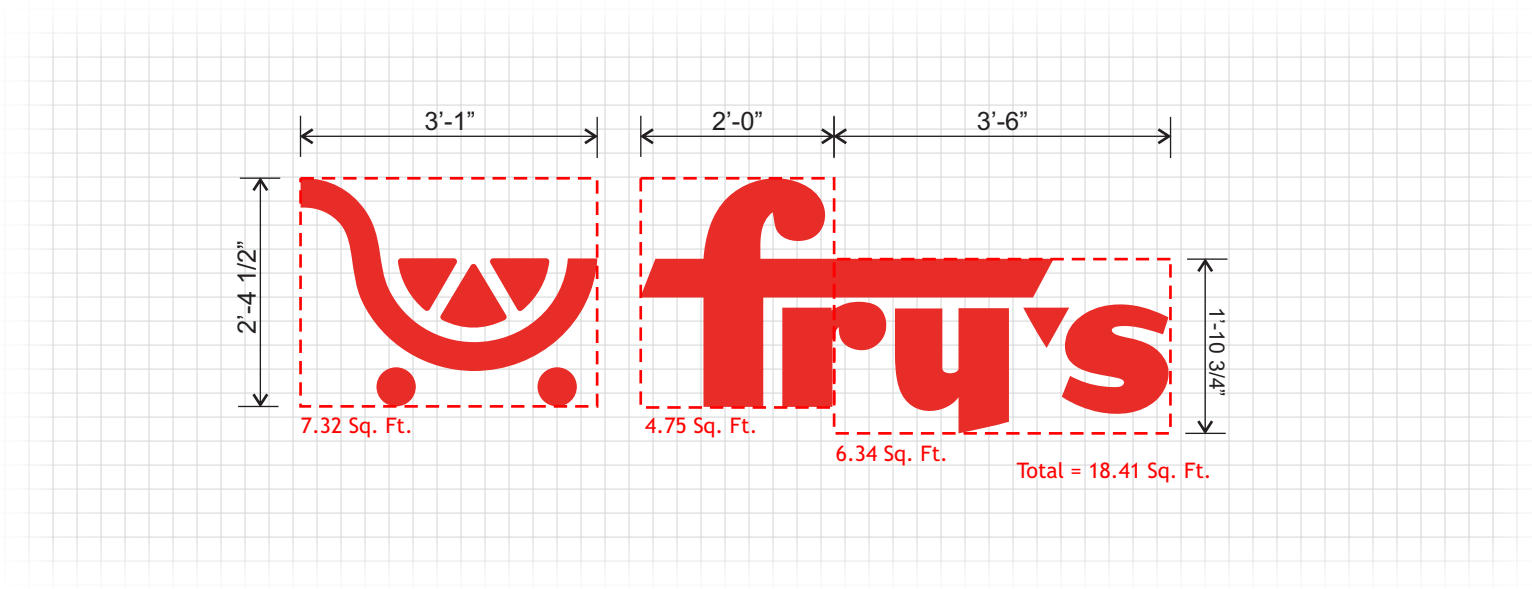
Materials Breakdown

	.040" Red CLC
	3/16" Red Acrylic
	1" Red Trimcap



Pan-Channel Letters

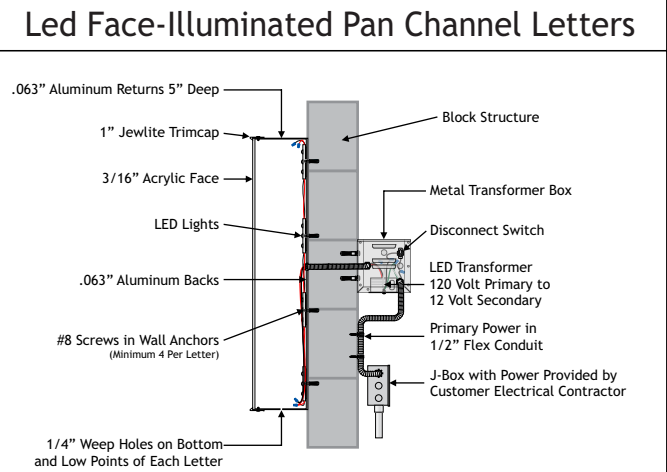
Scale: 1/2"=1'-0"



Manufacture and Install One(1) Set LED Face-Illuminated Pan Channel Letters

- Returns: .063" Red CLC 5" Deep
- Backs: .063" Prefinished White Aluminum Backs
- Faces: 3/16" Red Acrylic
- Trimcap: 1" Red Jewelite
- Illumination: Red LEDs
- Power Supplies: Remote in Transformer Box
- Installation: Flush to the Building Fascia

Cross Section



Electrical Specifications

☒ U.L. Required ☐ Other ☐ Non U.L. Required

☒ 120 Volts ☐ 277 Volts ☐ Other

(1) 20 Amp Circuits Necessary 8.0A Actual Amp Load

All Signs Fabricated as per 2017 N.E.C. Specifications

Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.

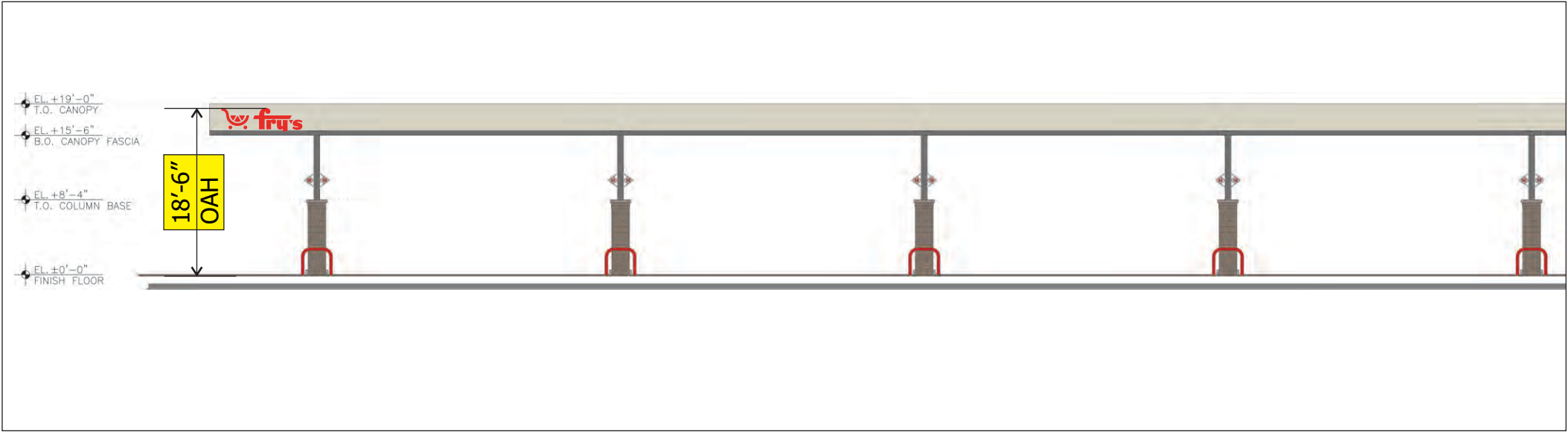
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.

The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

Wall Mounted Sign - South Elevation

Scale: 1/16" = 1'-0"



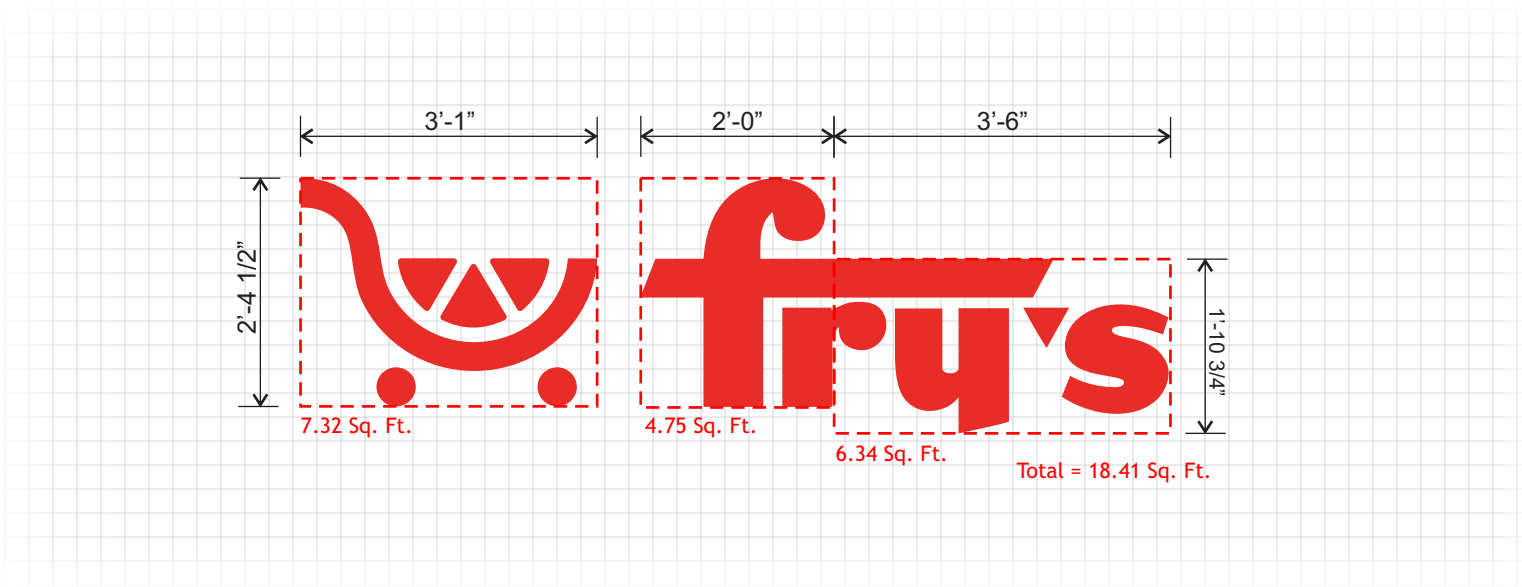
Materials Breakdown

	.040" Red CLC
	3/16" Red Acrylic
	1" Red Trimcap



Pan-Channel Letters

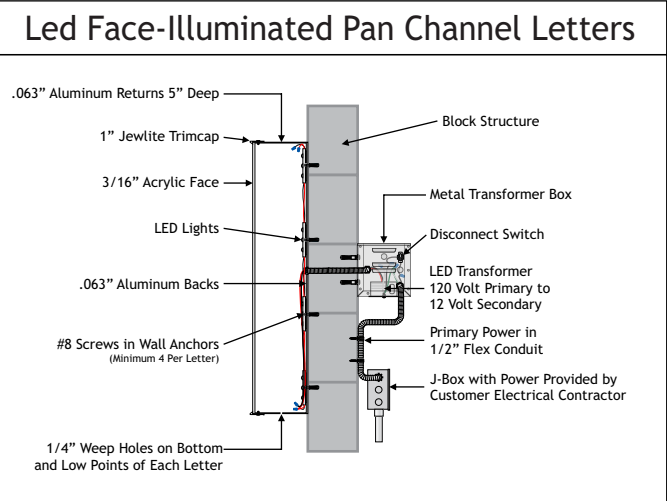
Scale: 1/2"=1'-0"



Manufacture and Install One(1) Set LED Face-Illuminated Pan Channel Letters

- Returns: .063" Red CLC 5" Deep
- Backs: .063" Prefinished White Aluminum Backs
- Faces: 3/16" Red Acrylic
- Trimcap: 1" Red Jewelite
- Illumination: Red LEDs
- Power Supplies: Remote in Transformer Box
- Installation: Flush to the Building Fascia

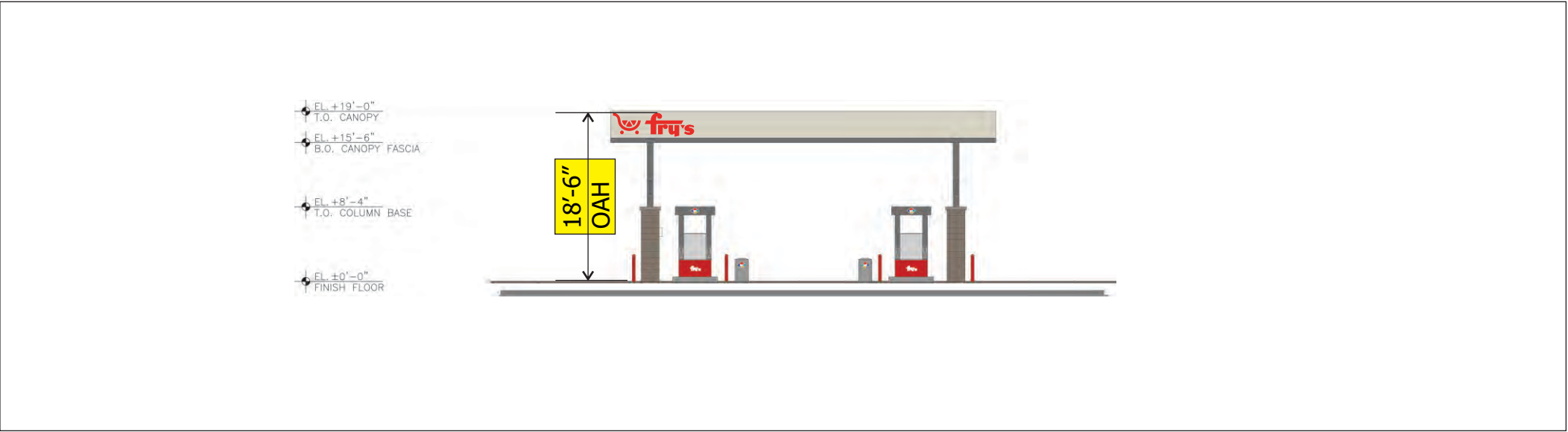
Cross Section



Electrical Specifications			UL
☒ U.L. Required	☐ Other	☐ Non U.L. Required	
☒ 120 Volts	☐ 277 Volts	☐ Other	
(1) 20 Amp Circuits Necessary			8.0A Actual Amp Load
All Signs Fabricated as per 2017 N.E.C. Specifications			
Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.			
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.			
The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.			
All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.			

Wall Mounted Sign - West Elevation

Scale: 1/16" = 1'-0"



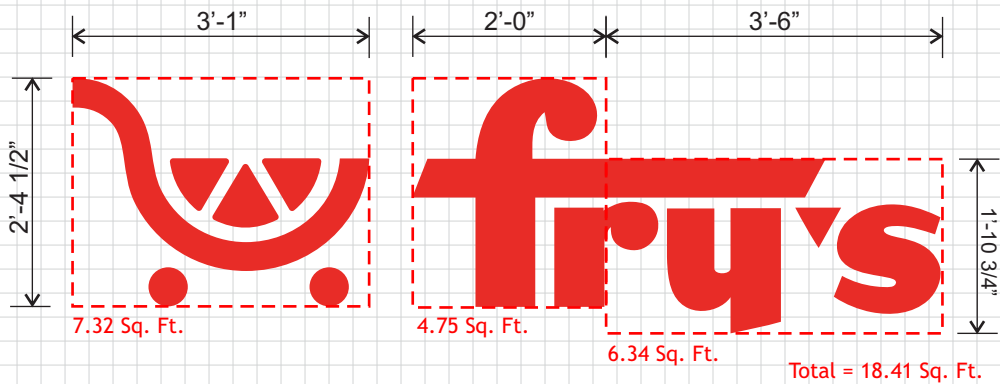
Materials Breakdown

	.040" Red CLC
	3/16" Red Acrylic
	1" Red Trimcap



Pan-Channel Letters

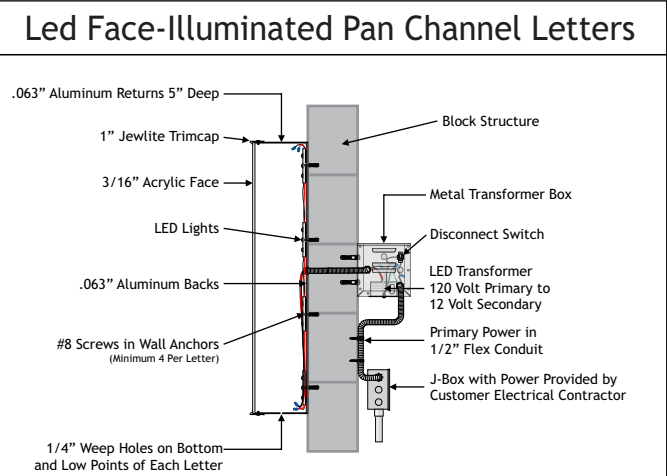
Scale: 1/2"=1'-0"



Manufacture and Install One(1) Set LED Face-Illuminated Pan Channel Letters

- Returns: .063" Red CLC 5" Deep
- Backs: .063" Prefinished White Aluminum Backs
- Faces: 3/16" Red Acrylic
- Trimcap: 1" Red Jewelite
- Illumination: Red LEDs
- Power Supplies: Remote in Transformer Box
- Installation: Flush to the Building Fascia

Cross Section



Electrical Specifications

☒ U.L. Required ☐ Other ☐ Non U.L. Required

☒ 120 Volts ☐ 277 Volts ☐ Other

(1) 20 Amp Circuits Necessary 8.0A Actual Amp Load

All Signs Fabricated as per 2017 N.E.C. Specifications

Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.

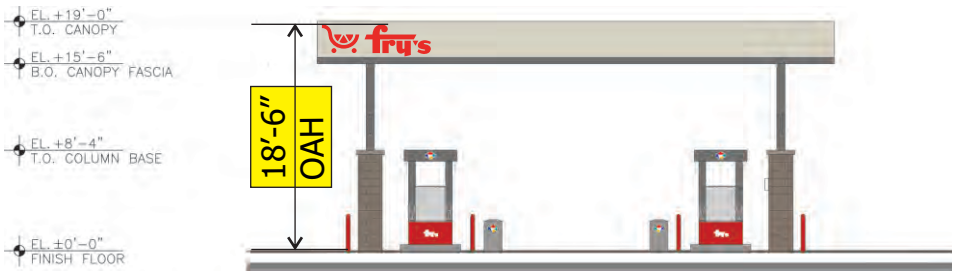
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.

The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

Wall Mounted Sign - East Elevation

Scale: 1/16" = 1'-0"



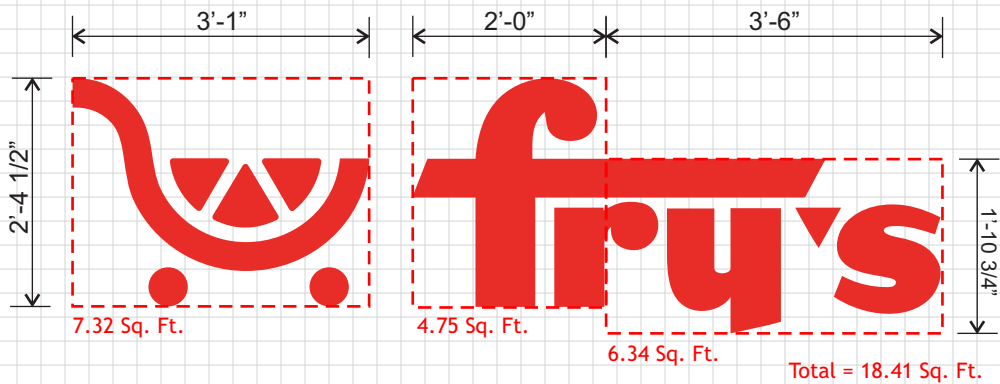
Materials Breakdown

	.040" Red CLC
	3/16" Red Acrylic
	1" Red Trimcap



Pan-Channel Letters

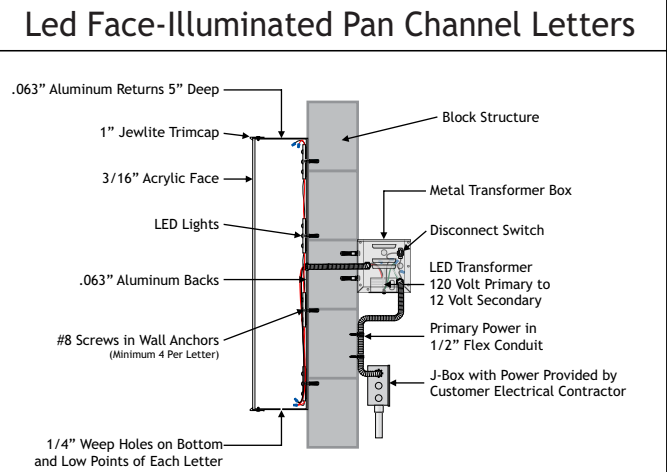
Scale: 1/2"=1'-0"



Manufacture and Install One(1) Set LED Face-Illuminated Pan Channel Letters

- Returns: .063" Red CLC 5" Deep
- Backs: .063" Prefinished White Aluminum Backs
- Faces: 3/16" Red Acrylic
- Trimcap: 1" Red Jewelite
- Illumination: Red LEDs
- Power Supplies: Remote in Transformer Box
- Installation: Flush to the Building Fascia

Cross Section



Electrical Specifications

☒ U.L. Required ☐ Other ☐ Non U.L. Required

☒ 120 Volts ☐ 277 Volts ☐ Other

(1) 20 Amp Circuits Necessary 8.0A Actual Amp Load

All Signs Fabricated as per 2017 N.E.C. Specifications

Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.

The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

Wall Mounted Sign - North Elevation

Scale: 1/16" = 1'-0"



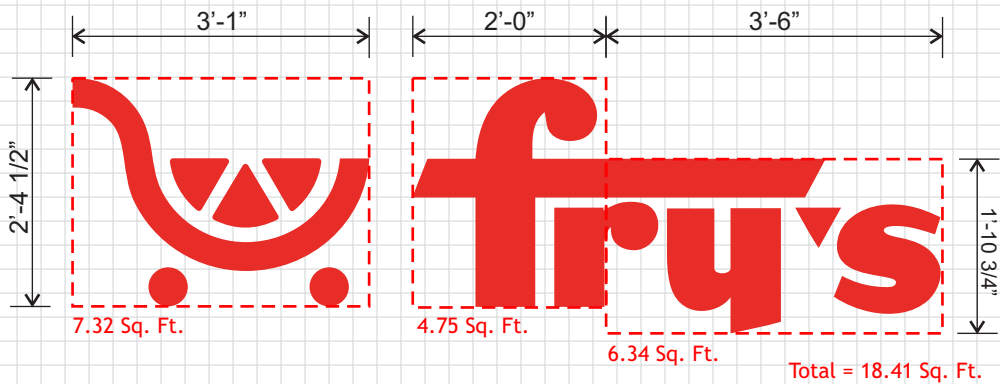
Materials Breakdown

	.040" Red CLC
	3/16" Red Acrylic
	1" Red Trimcap



Pan-Channel Letters

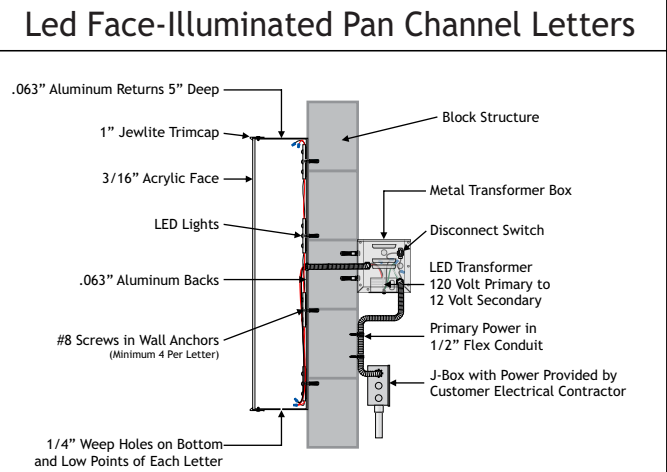
Scale: 1/2"=1'-0"



Manufacture and Install One(1) Set LED Face-Illuminated Pan Channel Letters

- Returns: .063" Red CLC 5" Deep
- Backs: .063" Prefinished White Aluminum Backs
- Faces: 3/16" Red Acrylic
- Trimcap: 1" Red Jewelite
- Illumination: Red LEDs
- Power Supplies: Remote in Transformer Box
- Installation: Flush to the Building Fascia

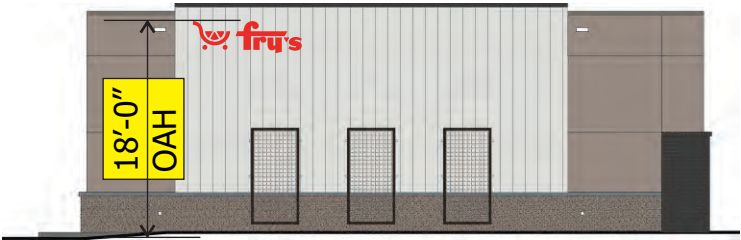
Cross Section



Electrical Specifications			UL
☒ U.L. Required	☐ Other	☐ Non U.L. Required	
☒ 120 Volts	☐ 277 Volts	☐ Other	
(1) 20 Amp Circuits Necessary			8.0A Actual Amp Load
All Signs Fabricated as per 2017 N.E.C. Specifications			nec NFPA
UL			Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.
UL			This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.
UL			The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.
All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.			IBC

Wall Mounted Sign - South Elevation

Scale: 1/16" = 1'-0"



Materials Breakdown

	.040" Red CLC
	3/16" Red Acrylic
	1" Red Trimcap

NOT TO EXCEED 80%
LEASED FRONTAGE

NOT TO EXCEED 80%
OF SIGN BAND IN HEIGHT

TENANT

CONSTRUCTION

.063" ALUMINUM CONSTRUCTION.
5" DEEP RETURNS, .040" CLC, COLOR AS PER
TENANT.
3/4" - 2" TRIM CAP, COLOR AS PER TENANT.

MOUNTING

MOUNT FLUSH TO WALL.

FACE

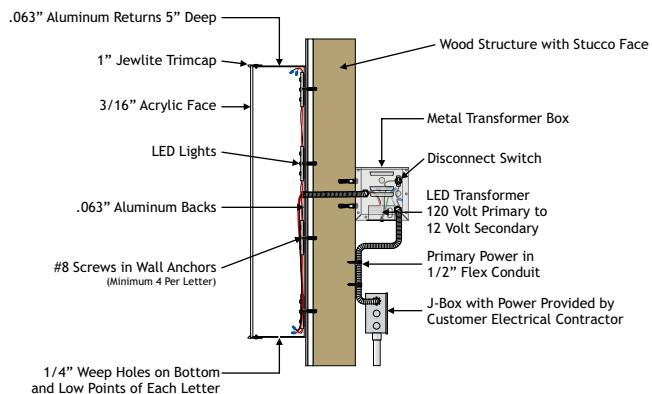
3/16" SG ACRYLIC, COLOR AS PER TENANT.

ILLUMINATION

L.E.D. SINGLE OR DOUBLE STROKE.
1 STROKE PER 4"
WITH REMOTE TRANSFORMER.

BACKER PANELS FOR LETTERS
ARE ALLOWED WITHIN THIS CSP.

Led Face-Illuminated Pan Channel Letters



NOT TO EXCEED 80%
LEASED FRONTAGE

NOT TO EXCEED 80%
OF SIGN BAND IN HEIGHT

TENANT

CONSTRUCTION

.063" CLC RETURNS 3" DEEP WITH .090" ALUMINUM FACES PAINTED COLOR AS PER TENANT

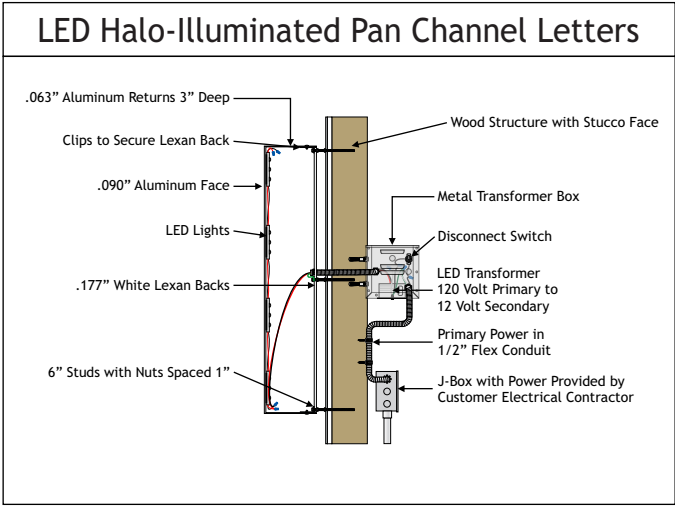
3/16 CLEAR LEXAN BACKS CLIP MOUNTED TO THE LETTERS

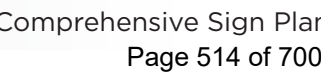
MOUNTING

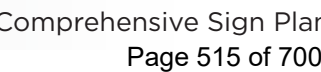
STUD MOUNTED 1" OFF THE WALL TO CREATE HALO ILLUMINATION.

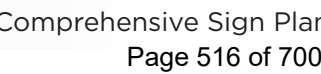
ILLUMINATION

L.E.D. SINGLE OR DOUBLE STROKE.
1 STROKE PER 4"
WITH REMOTE TRANSFORMER.











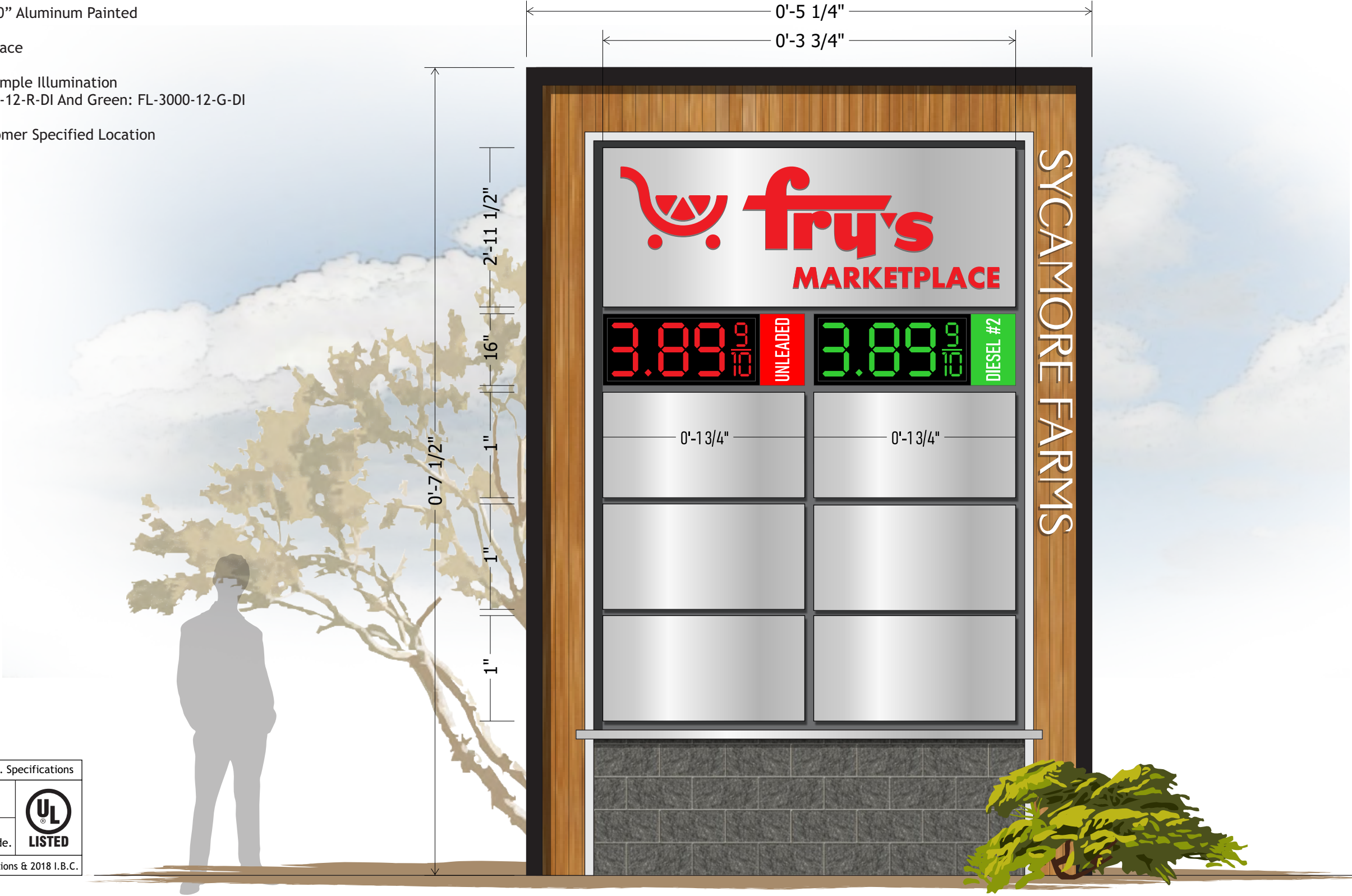
Main Monument Sign

86.00 Sq. Ft.

Scale: 1/2" - 1'-0"

Manufacture and Install Two(2) Internally Illuminated Fuel Monument Sign

- **Structure:** Aluminum Angle Skinned with .090" Aluminum Painted
- **Faces:** Routed .125 Painted
- **Backed:** 3/16" Acrylic Stud Mounted to the Face
- **Vinyl:** Colors
- **Illumination:** LEDs Spaced as Necessary for Ample Illumination
- **Displays:** Daktronics Fuelight # Red: FL-3000-12-R-DI And Green: FL-3000-12-G-DI
- **Power:** Power Supplies in Sign
- **Installation:** On ASA Pipe and Footer at Customer Specified Location



Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications	
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code.	
The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.	
Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.	

TM-1

Tenant Monument Sign

60.00 Sq. Ft.

Scale: 1/2" - 1'-0"

Manufacture and Install One(1) Internally Illuminated Tenant Monument Sign

- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
- Faces: Routed .125 Painted
- Backed: 3/16" Acrylic Stud Mounted to the Face
- Vinyl: Colors
- Illumination: LEDs Spaced as Necessary for Ample Illumination
- Power: Power Supplies in Sign
- Installation: On ASA Pipe and Footer at Customer Specified Location

Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications	
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code.	
The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.	
Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.	



TM-2

Tenant Monument Sign

60.00 Sq. Ft.

Scale: 1/2" - 1'-0"

Manufacture and Install One(1) Internally Illuminated Tenant Monument Sign

- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
- Faces: Routed .125 Painted
- Backed: 3/16" Acrylic Stud Mounted to the Face
- Vinyl: Colors
- Illumination: LEDs Spaced as Necessary for Ample Illumination
- Power: Power Supplies in Sign
- Installation: On ASA Pipe and Footer at Customer Specified Location

Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications	
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code.	
The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.	
Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.	



D1

Directional Sign

12.00 Sq. Ft.

Fabricate & Install (1)One Double Face Illuminated Directional

Scale: 1" = 1'-0"

- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
- Faces: Routed .125 Painted
- Backed: 3/16" Red Acrylic Stud Mounted to the Face
- Illumination: LEDs Spaced as Necessary for Ample Illumination
- Power: Power Supplies in Sign
- Base: Split Face Block Base
- Installation: On ASA Pipe and Footer at Customer Specified Location



D2

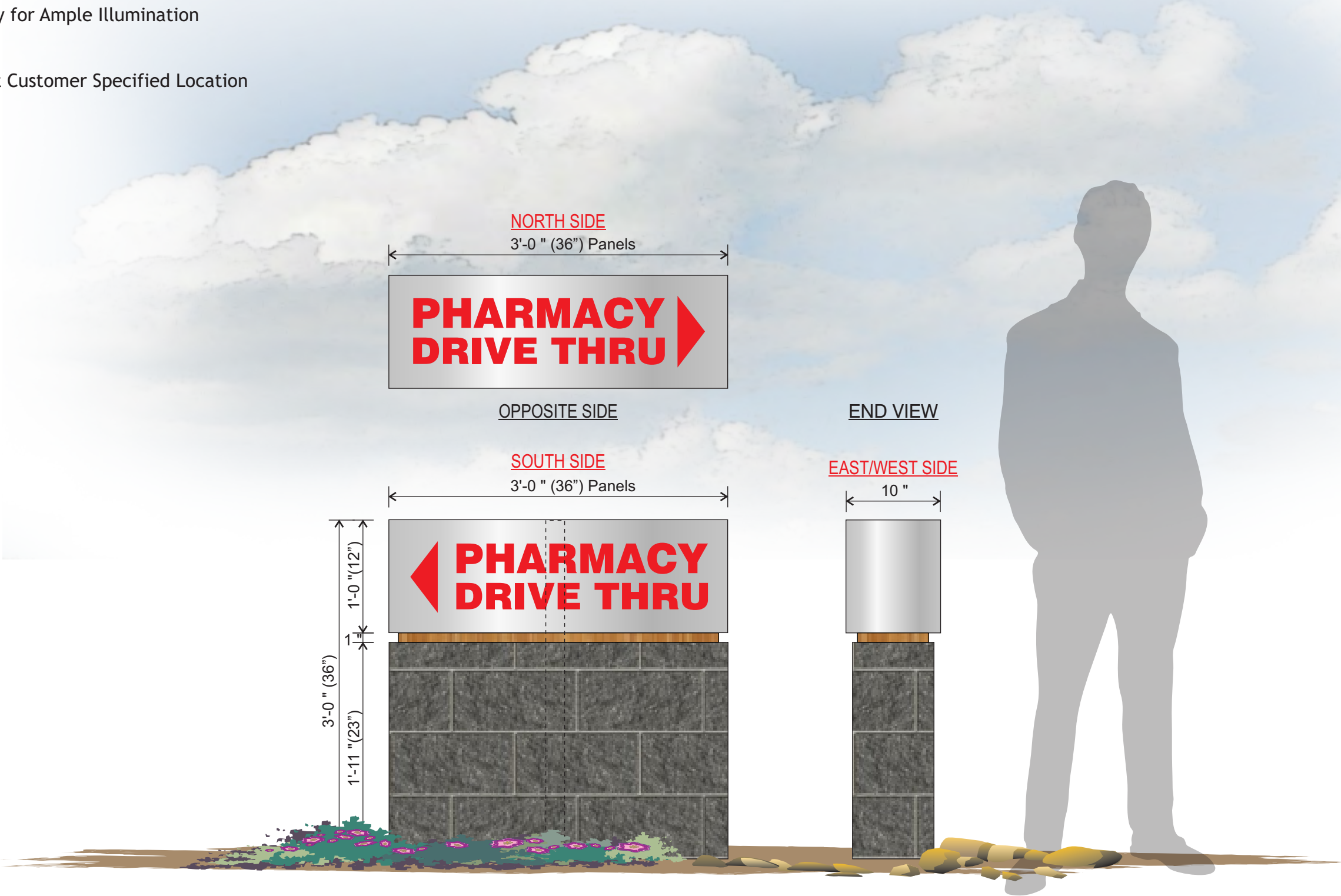
Directional Sign

3.00 Sq. Ft.

Fabricate & Install (1)One Double Face Illuminated Directional

Scale: 1" = 1'-0"

- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
- Faces: Routed .125 Painted
- Backed: 3/16" Red Acrylic Stud Mounted to the Face
- Illumination: LEDs Spaced as Necessary for Ample Illumination
- Power: Power Supplies in Sign
- Base: Split Face Block Base
- Installation: On ASA Pipe and Footer at Customer Specified Location



D3

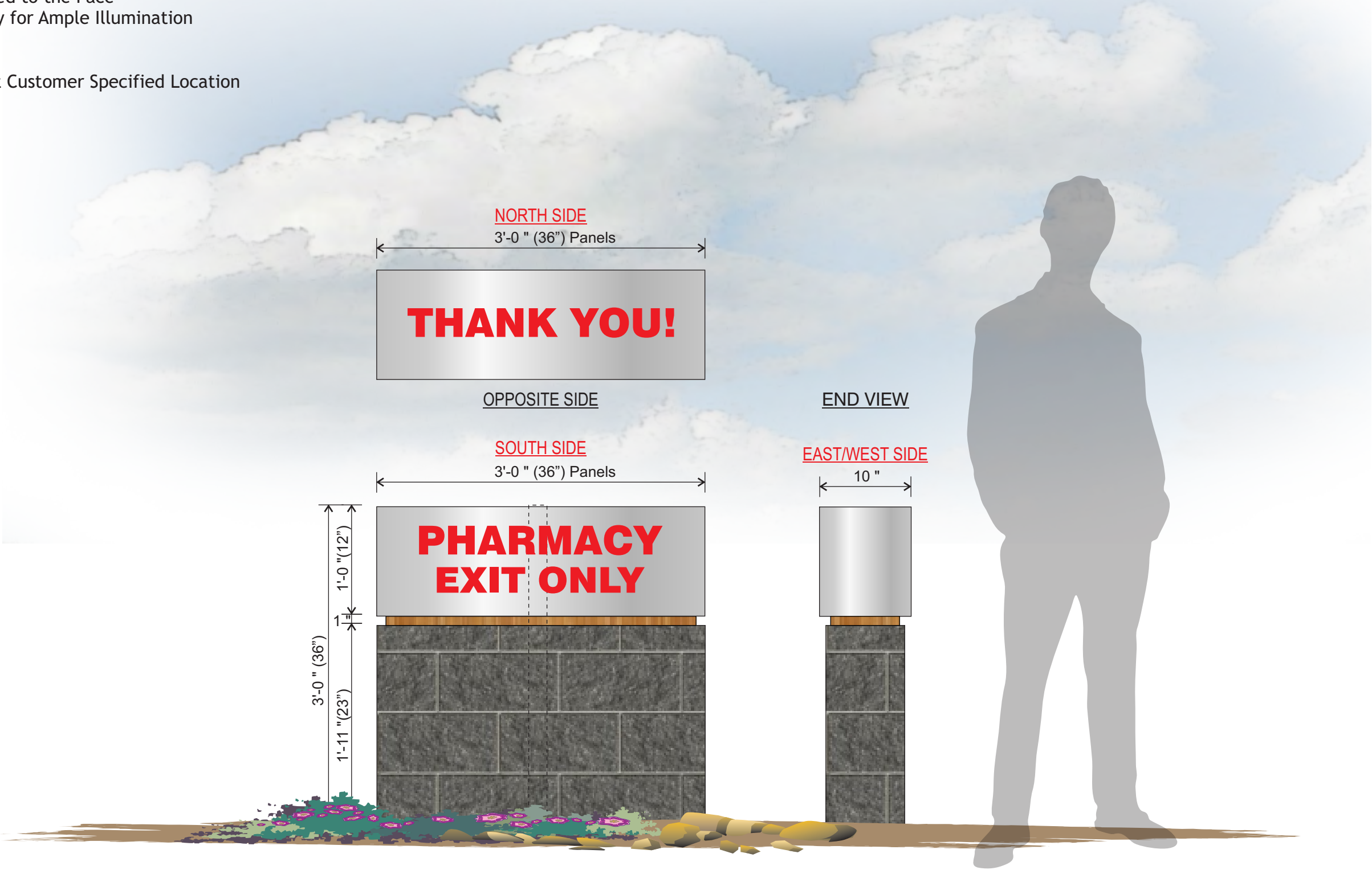
Directional Sign

3.00 Sq. Ft.

Fabricate & Install (1)One Double Face Illuminated Directional

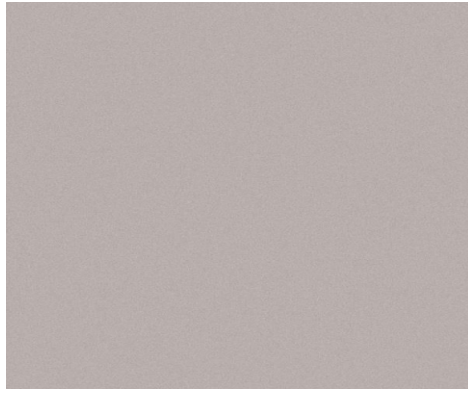
Scale: 1" = 1'-0"

- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
- Faces: Routed .125 Painted
- Backed: 3/16" Red Acrylic Stud Mounted to the Face
- Illumination: LEDs Spaced as Necessary for Ample Illumination
- Power: Power Supplies in Sign
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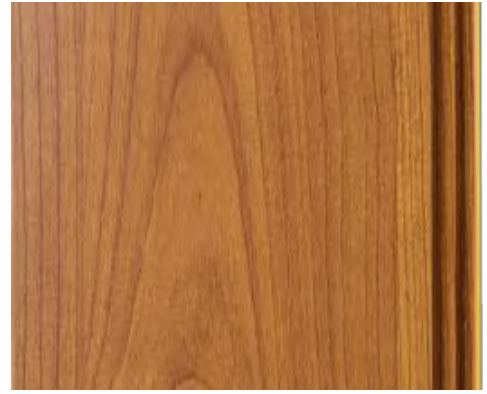




PM1 / MP1 / PT7 – Smooth Metal Panel, Paint
Slate Gray, SW7019 “Gauntlet Gray”



MP2 - Corrugated Metal Panel
Silversmith



MP3 -Metal Panel
Longboard – V-Groove Siding Light Cherry



PM2 / PM3 – Prefinished Metal
Matte Black & White



PT6 / PM14 – Paint
SW7016 “Mindful Gray”, “Fry’s Red”



BL1 - Smooth Face CMU
CABCO– Seashell



BL2 - Split-Face CMU
CABCO- NW Gray



BL3 – Smooth-Face CMU
CABCO- Pitch Black



BL4 - Smooth Face CMU
CABCO- Huntington



BL5 - Smooth Face CMU
CABCO- Bone

To: City of Surprise- Community Development Department

From: Bootz and Duke Sign Company

Date: 06/18/2024

Re: FS24-0001 – (Citizen Participation Report)
Sycamore Farms - CSP

On-Site Signage Details:

The following on-site signage was placed on two (2)

Double-sided signs on Friday April 19th near the intersection of Cactus Rd & N Sarival Ave



In-Person Meeting Details:

Date: Wednesday, April 24th, 2024

Time: 6:00 P.M – 7:00 P.M

Place: Residence Inn 16418 N Bullard Ave, Surprise, AZ 85374

In-Person Attendance: (See attached Sign in Sheet)

Danielle Frie

Terry Sue Clark

Susan Drapar

Plus 5 more attendees who did not sign in therefor we have no names to provide

Meeting Introduction:

At 6:00 p.m. the meeting began with Andy Gibson, CEO and project leader for the Sycamore Farms – CSP submittal provided an introduction of himself to the live audience and stated that he was there to only discuss the Comprehensive Sign Package, not the rest of the build project. He stated that this was the first public input meeting established for neighbors to hear about the proposed signs for the project and that after this meeting and staff review, a hearing would be later scheduled before the Planning and Zoning Commission and then another meeting at City Council where these details would be discussed again. Mr. Gibson stated that the proposed Sycamore Farms Fry's project included a grocery store and fuel center. He provided an exhibit of the sign site plan showing the location and typical monument sign that would be placed on the site. Mr. Gibson further stated that the signs will include the texture, color, and size that are less the City Code standards for all signs and were created to be a cohesive and attractive element to the commercial center. He then stated that he brought extra copies of the submitted CSP for all attendees to pick up a copy and walk through it and that he would be happy to address any comments that they might have. Mr. Gibson further stated that there will be other stores coming to the site, but that he is not aware of any specific stores currently. Mr. Gibson also stated that the standards table found in the CSP would direct all future signage for the site. As an example, only 25% of windows can be covered, drive-thru signage will be less than city code standards and all tenants will have to get future signs approved by both the Commercial Center and the City of Surprise. He concluded his remarks by stating that the Sycamore Farms sign package was prepared carefully and to the high standards that the Sycamore Farms are known for with clean and cohesive signs that will complement the area while being sensitive to the surrounding uses

Questions and Answers:

After about a 15-minute introduction to the project, Mr. Gibson opened the floor to questions from the neighbors.

Q1. Can you talk about the building plans for the rest of the commercial property?

A1. Mr. Gibson: Sorry, I am only here to talk about the signs. I have very little information about the development of the site.

Q2. Are the signs going to be shining all night into the backyard?

A2. The signs on the building are placed in a position where the lights would not shine into the back yards adjacent to the property. Also, the lighting will be on timers turning the signs off after the businesses are closed for the day.

The main body of attendance left around 7:00. no further comments or questions were generated.

Meeting Notice Process:

Shirley Lam, from Bootz and Duke, provided the City of Surprise with the meeting details in-person via email on June 18th, 2024,

Neighborhood Meeting Notices and newspaper publishing at least 15 days prior to the meeting were completed

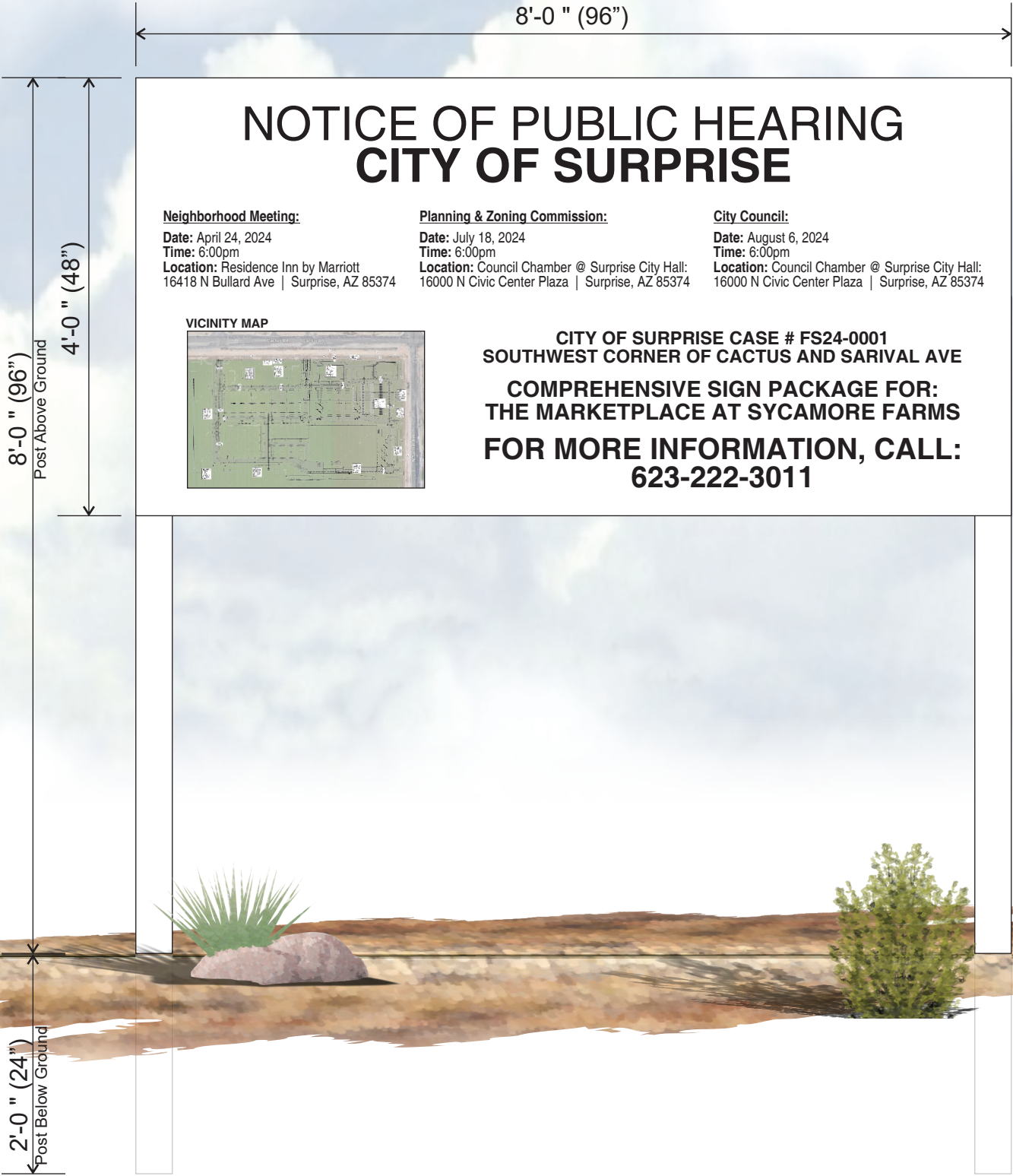
by the City of Surprise.

We will continue to provide the city with any comments or concerns from neighbors as the Sycamore Farms CSP moves through staff review, Planning and Zoning Commission, and City Council.

Sincerely,

A handwritten signature in black ink that reads "Andy Gibson".

Andy Gibson, CEO
Bootz and Duke Sign Company
Andy@BootzandDuke.com
602-272-9356



- FABRICATION DETAILS
- 1/2" MDO PANEL
 - QTY:2 4" X 4" X 10' POSTS
 - PAINTED WHITE
 - FIRST SURFACE HIGH PERFORMANCE VINYL OVERLAY
 - INSTALLED ONTO SPECIFIED LOCATION AS SHOWN

WHITE PAINT

7725-12 HIGH PERFORMANCE BLACK VINYL

DIGITALLY PRINTED MAP



NOTICE OF PUBLIC HEARING CITY OF SURPRISE

Neighborhood Meeting:

Date: April 24, 2024

Time: 6:00pm

Location: Residence Inn by Marriott
16418 N Bullard Ave | Surprise, AZ 85374

Planning & Zoning Commission:

Date: July 18, 2024

Time: 6:00pm

Location: Council Chamber @ Surprise City Hall:
16000 N Civic Center Plaza | Surprise, AZ 85374

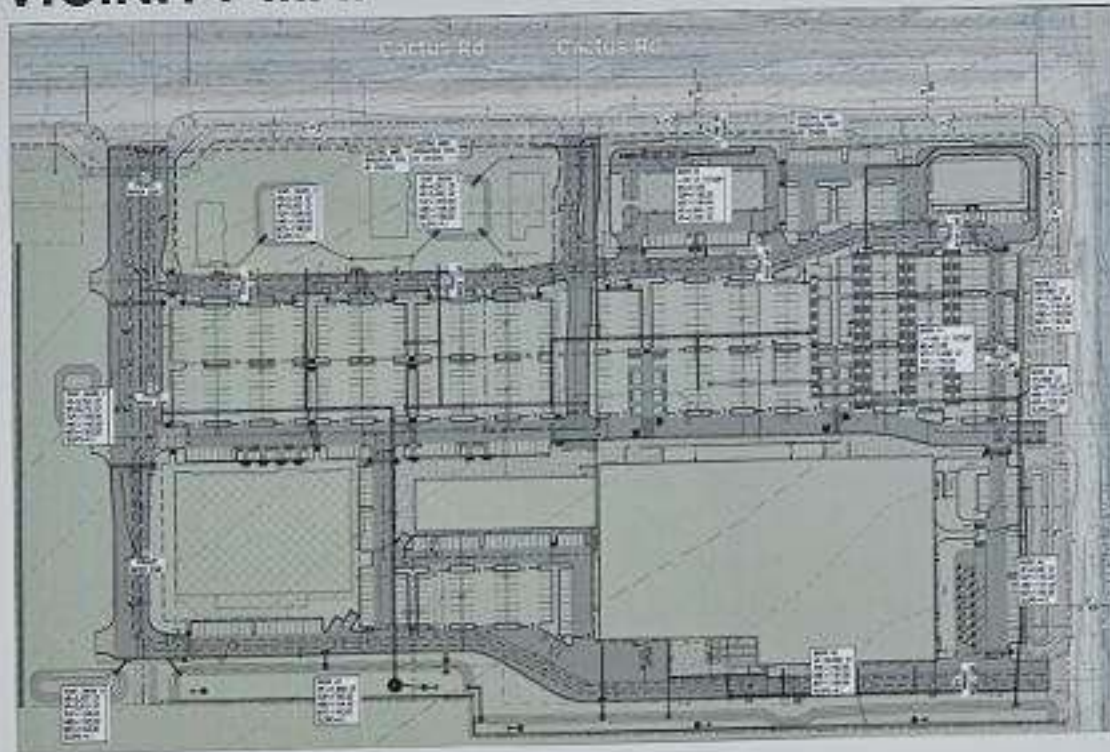
City Council:

Date: August 6, 2024

Time: 6:00pm

Location: Council Chamber @ Surprise City Hall:
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VICINITY MAP



**CITY OF SURPRISE CASE # FS24-0001
SOUTHWEST CORNER OF CACTUS AND SARIVAL AVE
COMPREHENSIVE SIGN PACKAGE FOR:
THE MARKETPLACE AT SYCAMORE FARMS
FOR MORE INFORMATION, CALL:
623-222-3011**



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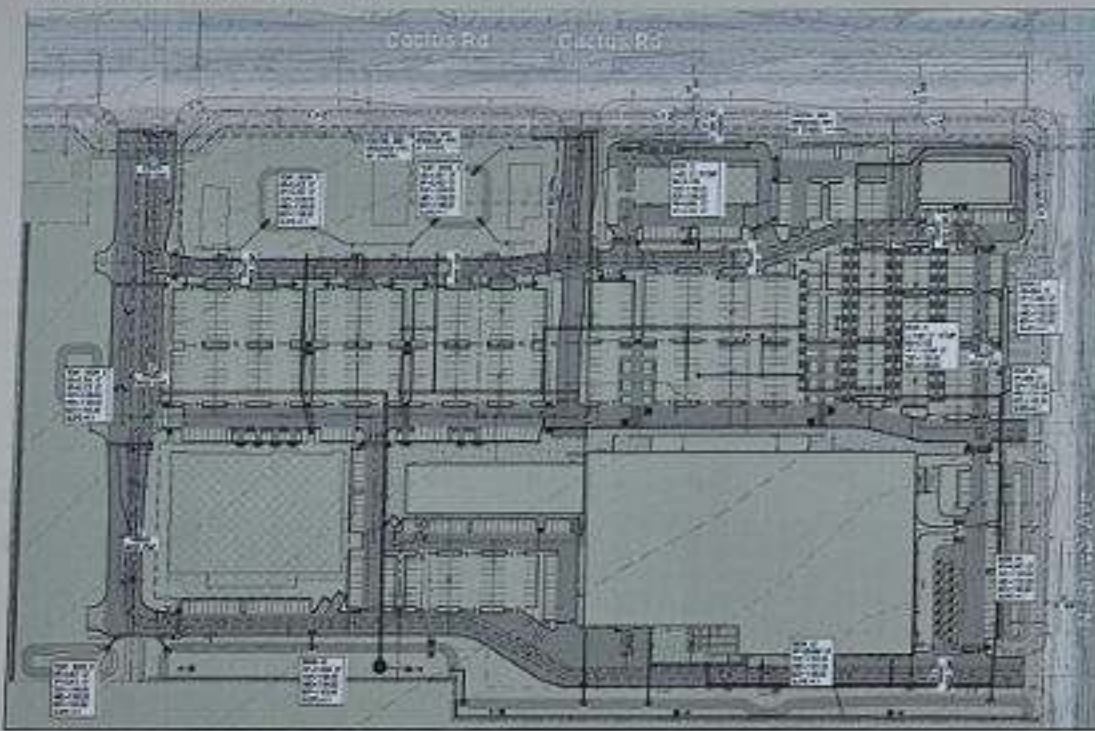
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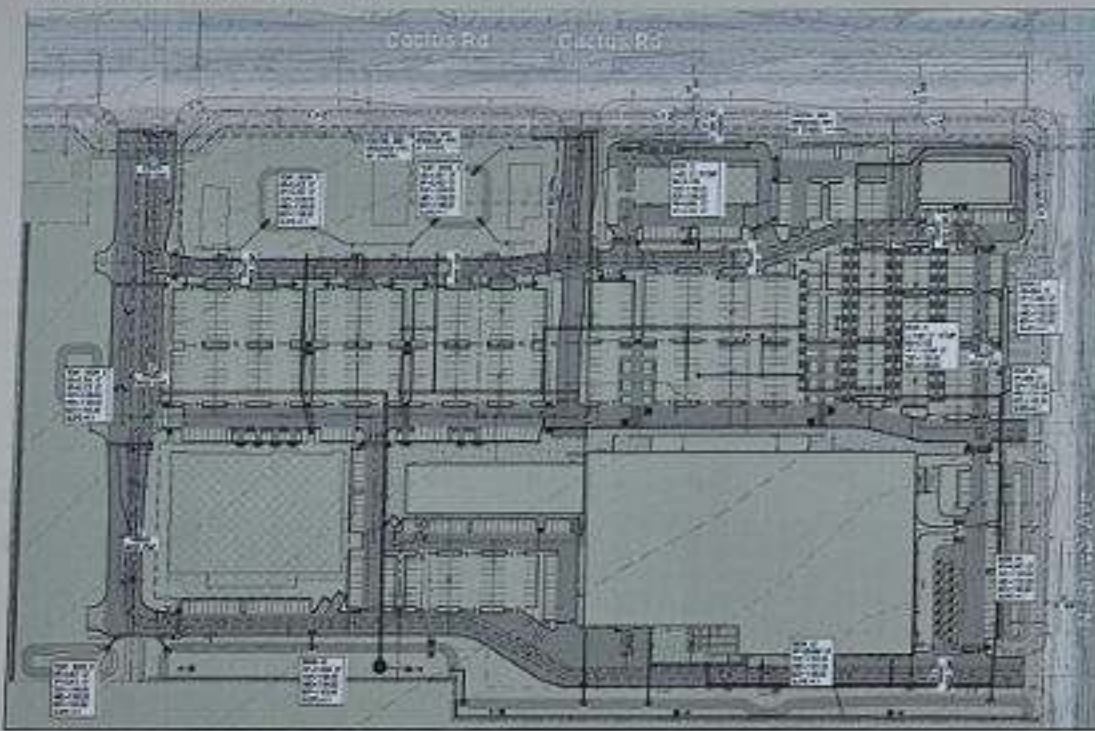
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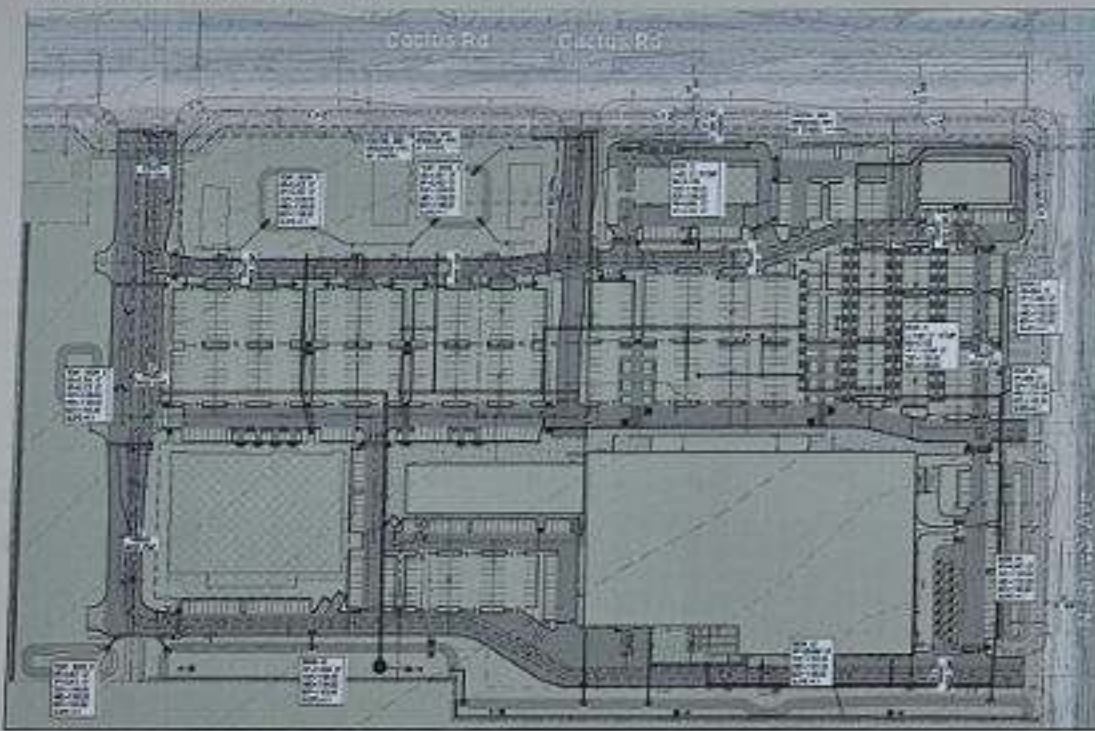
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ATTACHMENT (A) FS24-0001 SYCAMORE FARMS CACTUS 303 CSP - CONDITIONS

Project Reviewers

Planning Chris Sexton christina.sexton@surpriseaz.gov 623.222.3134

- A. Development and use of the site shall be consistent with the Comprehensive Sign Program entitled "Comprehensive Sign Plan Sycamore Farms" prepared by Bootz and Duke Signs dated April 24, 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.

By signing below, the applicant/owner agrees to the conditions listed above, and understands that although the project may have been scheduled for Planning and Zoning Commission, and/or City Council, all conditions indicated must be addressed, revised plans resubmitted and approved, prior to moving forward to permitting unless specifically stated above.


Applicant/Owner Signature

06/17/2024
Date

AFFIDAVIT OF SIGN POSTING

Case Number: FS24-0001
Project Name: Sycamore Farms Cactus 303 CSP
Project Location: Cactus Rd & Sarival Rd
Date Posted: 06/17/2024

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing shall erect two (2) signs providing notice of the date, time, and place of the scheduled hearing(s). These signs must be erected not less than fifteen (15) calendar days prior to the date of the first hearing. The signs shall also include the description of the request as contained on the formal development application. The size and format of this sign shall meet requirements established by the city (see example).

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, as well as the information on the sign, until final disposition of the case.

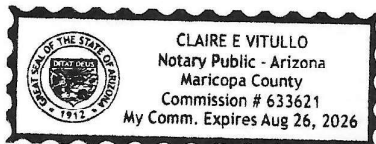
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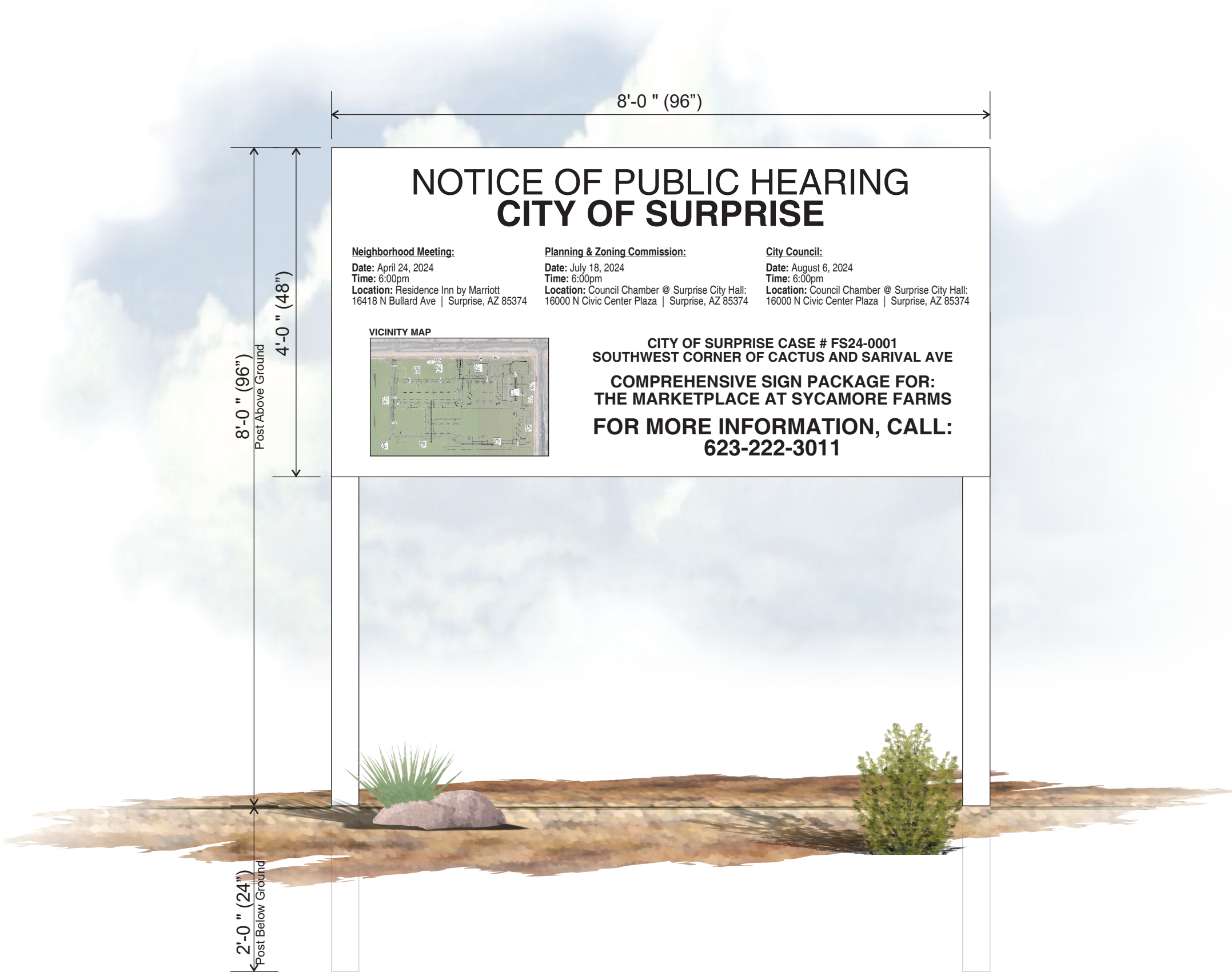
Andrew Gibson June 17, 2024
Owner / Application Signature Date

This instrument was acknowledged before me this 17th day of June,
20 24 by Andrew Gibson

Claire E Vitullo
Notary Public

My Commission Expires:





- FABRICATION DETAILS
- 1/2" MDO PANEL
 - QTY:2 4" X 4" X 10' POSTS
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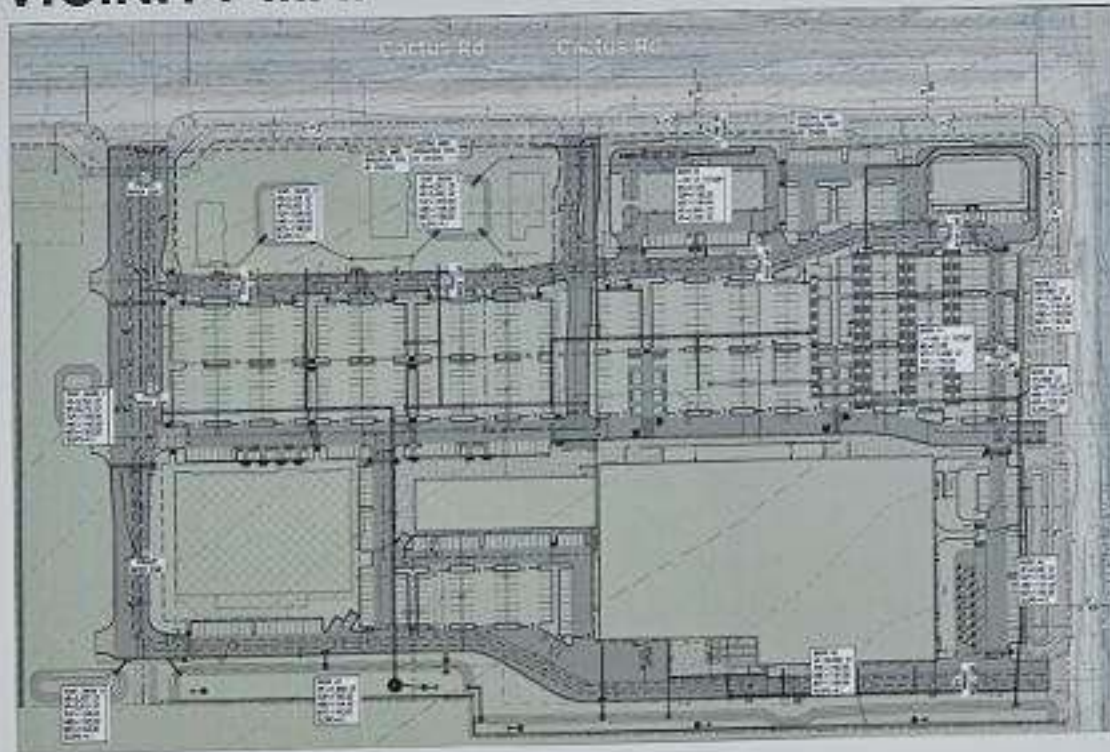
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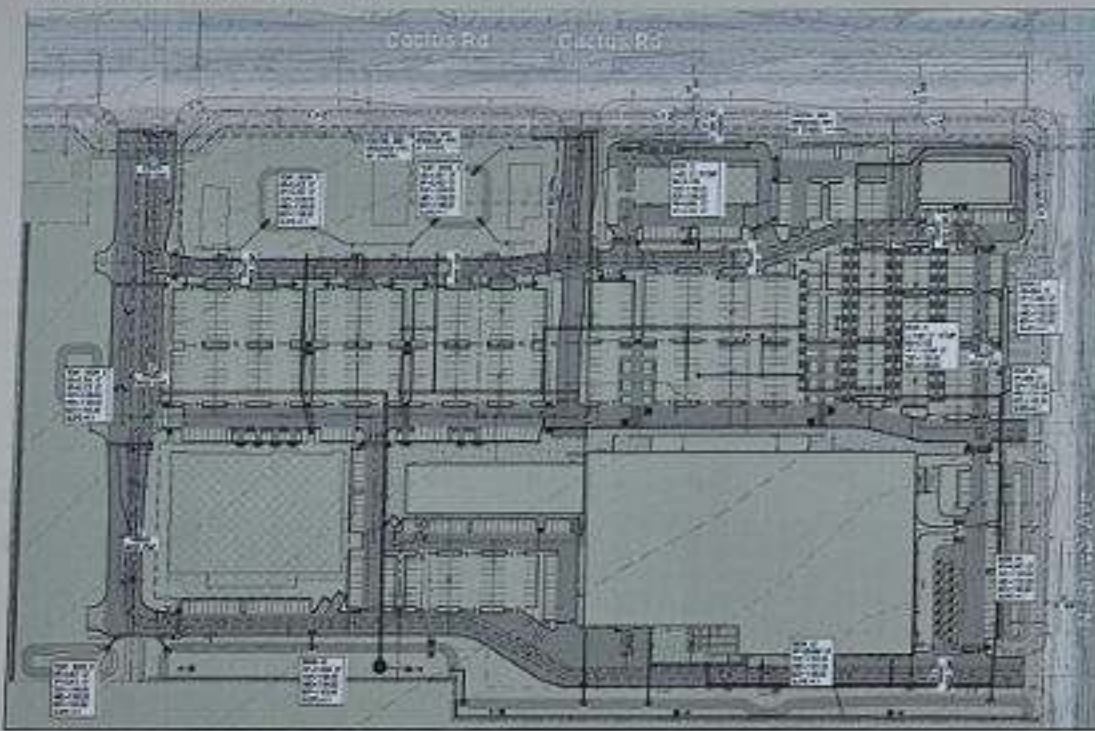
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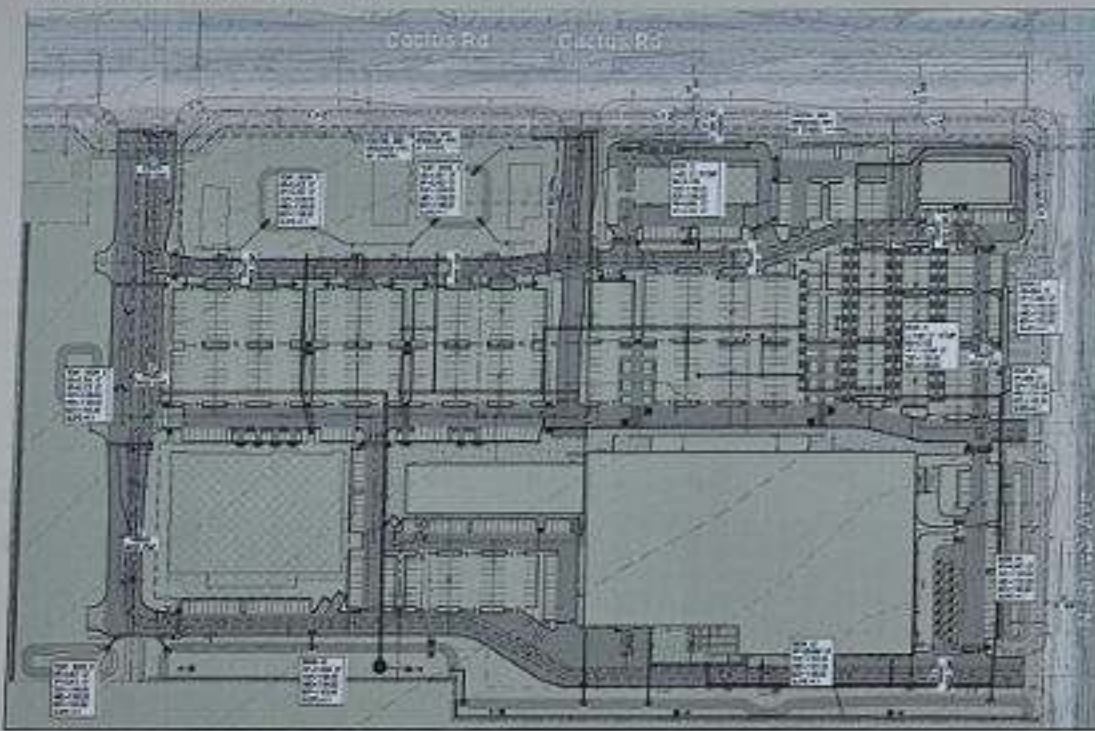
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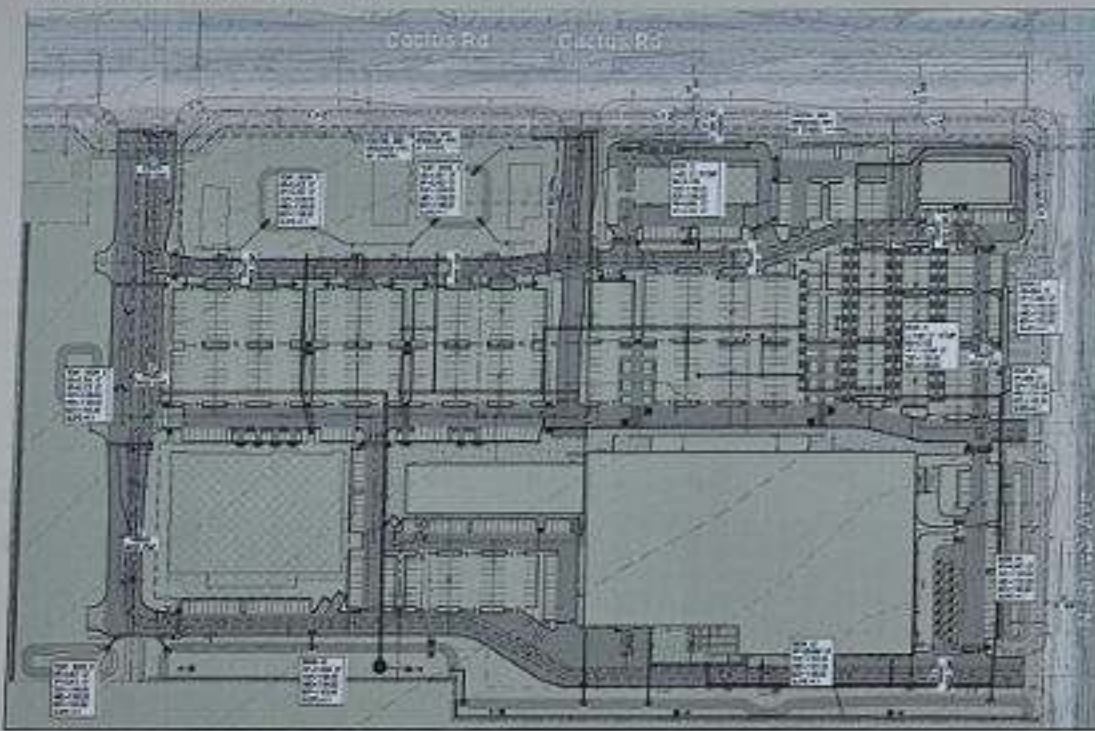
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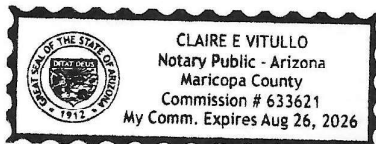
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Owner / Application Signature Date

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Claire E Vitullo
Notary Public

My Commission Expires:



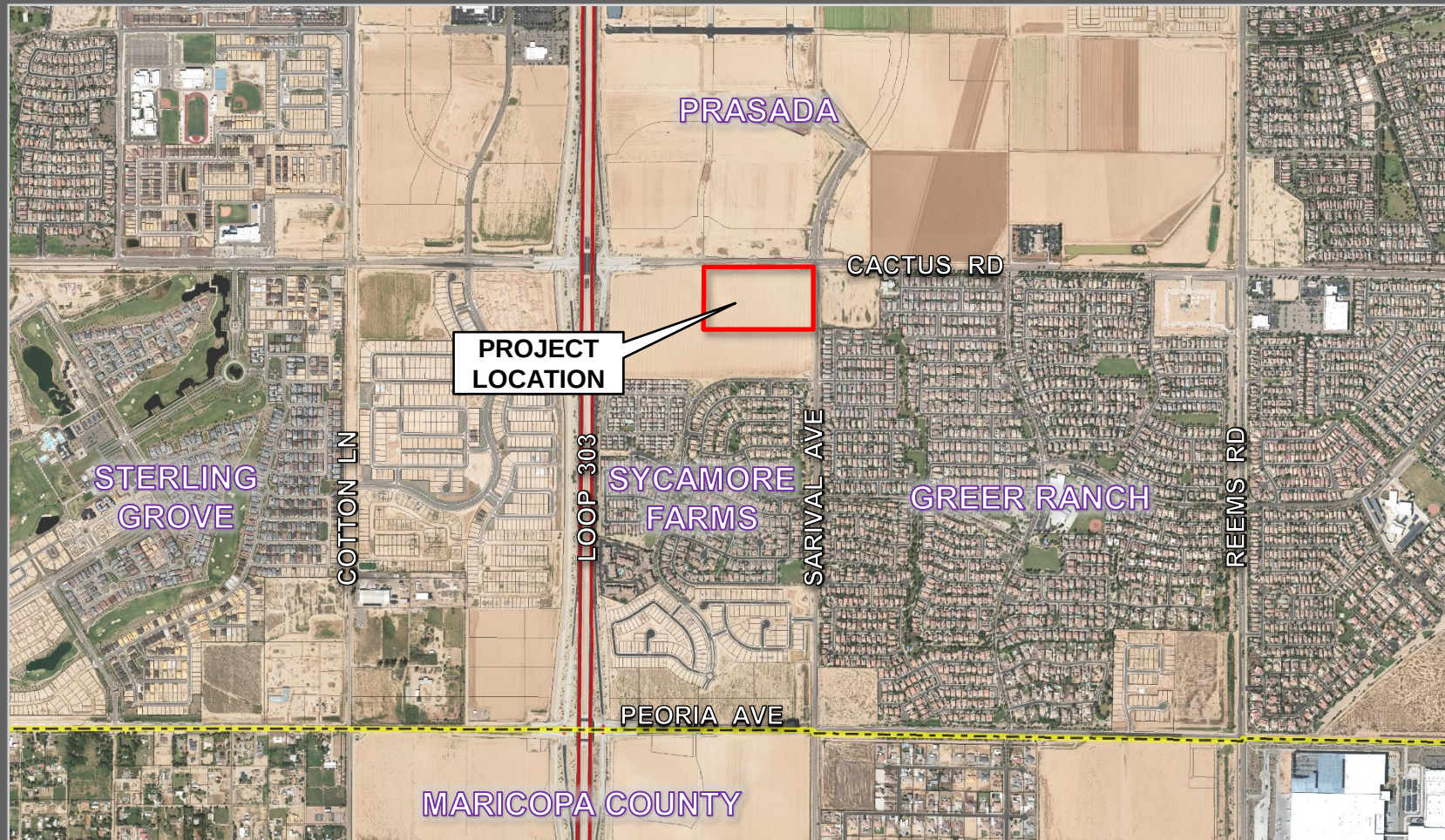


FS24-0001

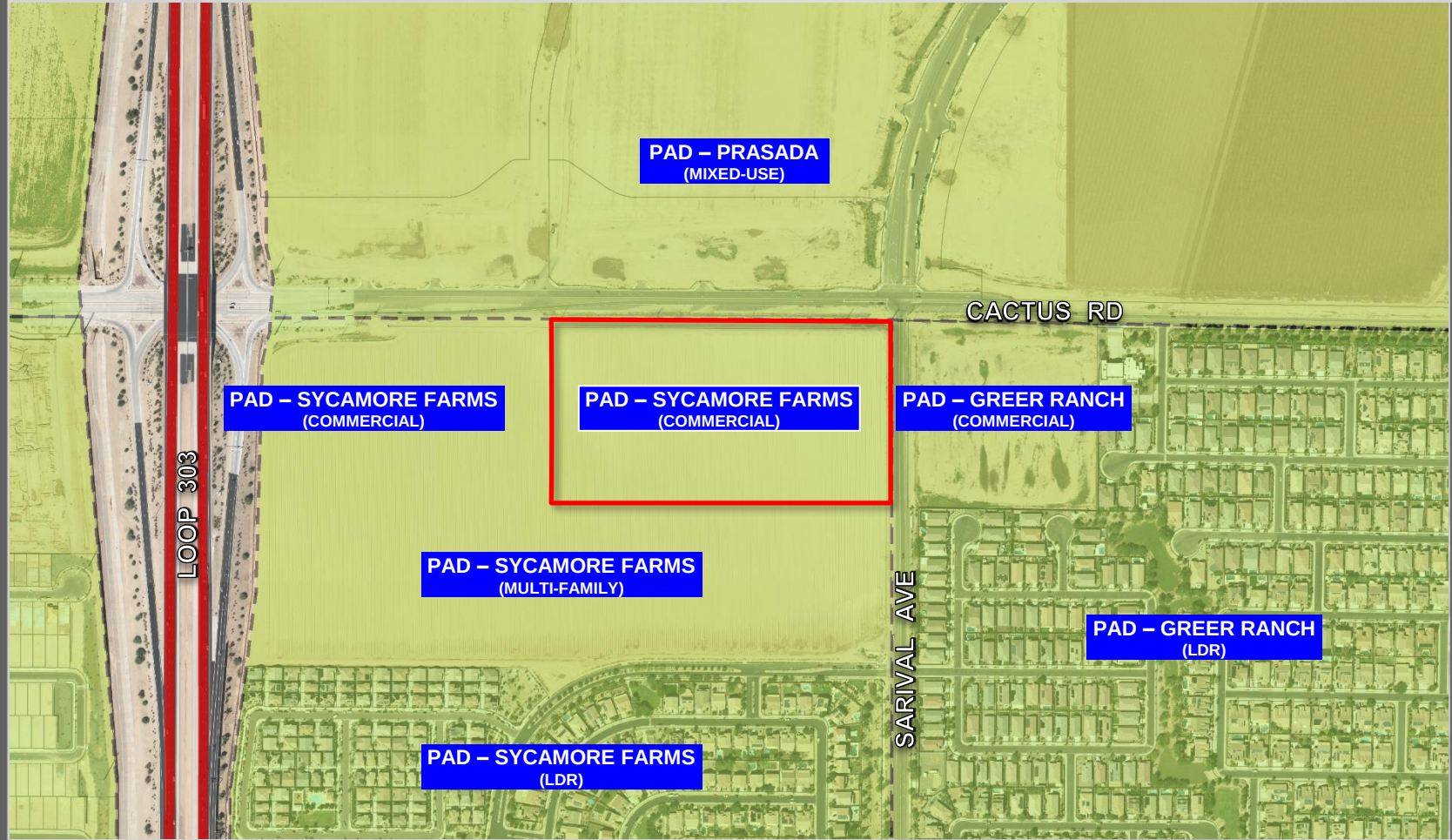
Sycamore Farms

Comprehensive Sign Program

City Council
August 6, 2024



FS24-0001 VICINITY MAP



FS24-0001 ZONING MAP

**Main Monument Sign****86.00 Sq. Ft.****Manufacture and Install Two(2) Internally Illuminated Fuel Monument Sign**

- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
- Faces: Routed .125 Painted
- Backed: 3/16" Acrylic Stud Mounted to the Face
- Vinyl: Colors
- Illumination: LEDs Spaced as Necessary for Ample Illumination
- Displays: Daktronics FuelLight # Red: FL-3000-12-R-DI And Green: FL-3000-12-G-DI
- Power: Power Supplies in Sign
- Installation: On ASA Pipe and Footer at Customer Specified Location

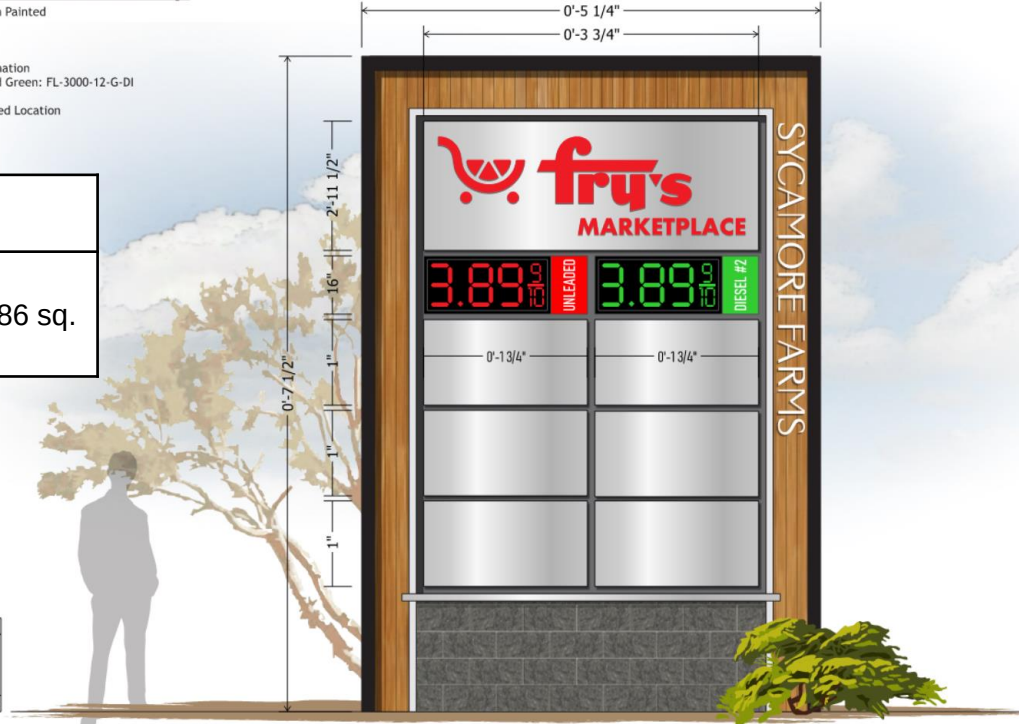
Scale: 1/2" = 1'-0"

LDO	CSP
Max Height: 15' Allowed Sign Area: 120 sq. ft.	Height: 7.5' Sign Area: 86 sq. ft.

Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code.

The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

Engineering Specifications: All Signs Fabricated per A.S.A. Specifications © 2018 I.B.C.

Tenant Monument Sign

60.00 Sq. Ft.

Manufacture and Install One(1) Internally Illuminated Tenant Monument Sign

- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
- Faces: Routed .125 Painted
- Backed: 3/16" Acrylic Stud Mounted to the Face
- Vinyl: Colors
- Illumination: LEDs Spaced as Necessary for Ample Illumination
- Power: Power Supplies in Sign
- Installation: On ASA Pipe and Footer at Customer Specified Location

Scale: 1/2" = 1'-0"

LDO	CSP
Max Height: 8'	Height: 12'
Allowed Sign Area: 32 sq. ft.	Sign Area: 60 sq. ft.

Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications	
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code.	
The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.	
Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.	



SECONDARY MONUMENT
SIGN

D1**Directional Sign**

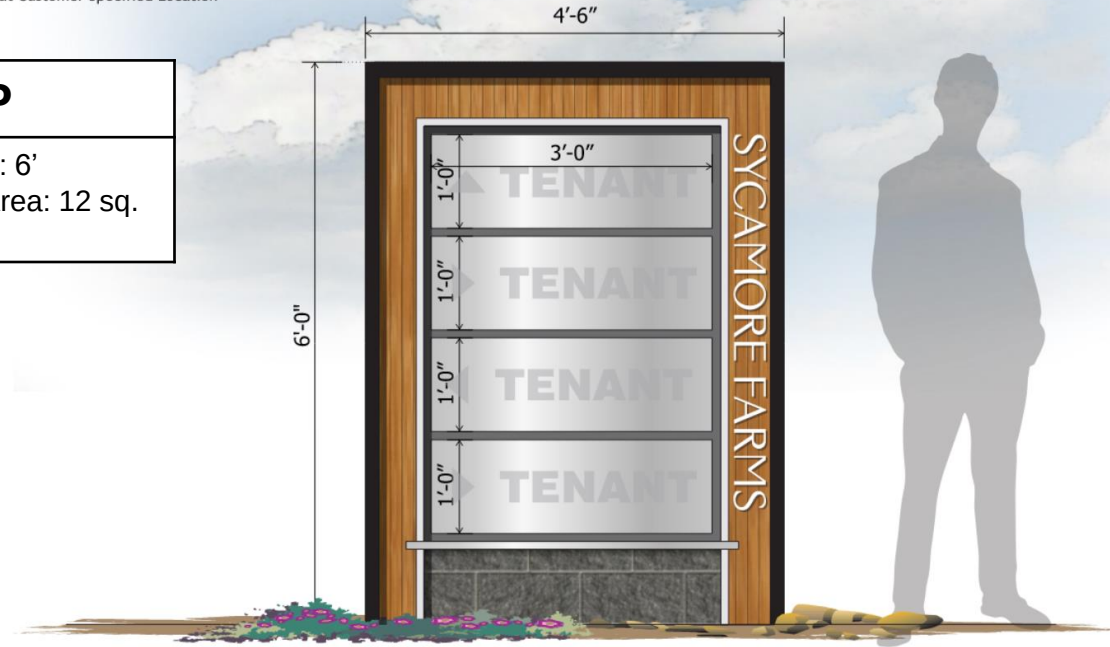
Fabricate & Install (1)One Double Face Illuminated Directional

12.00 Sq. Ft.

Scale: 1" = 1'-0"

- Structure: Aluminum Angle Skinned with .090" Aluminum Painted
- Faces: Routed .125 Painted
- Backed: 3/16" Red Acrylic Stud Mounted to the Face
- Illumination: LEDs Spaced as Necessary for Ample Illumination
- Power: Power Supplies in Sign
- Base: Split Face Block Base
- Installation: On ASA Pipe and Footer at Customer Specified Location

LDO	CSP
Max Height: 6' Allowed Sign Area: 12 sq. ft.	Height: 6' Sign Area: 12 sq. ft.

**DIRECTORY SIGN**

D2**Directional Sign**

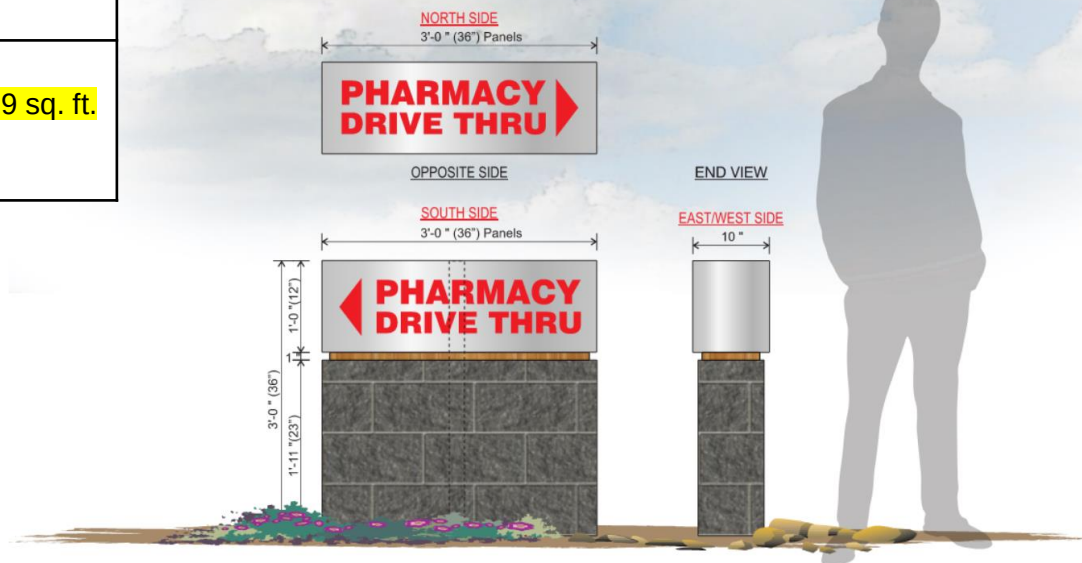
Fabricate & Install (1) One Double Face Illuminated Directional

3.00 Sq. Ft.

Scale: 1" = 1'-0"

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- Backed: 3/16" Red Acrylic Stud Mounted to the Face
- Illumination: LEDs Spaced as Necessary for Ample Illumination
- Power: Power Supplies in Sign
- Base: Split Face Block Base
- Installation: On ASA Pipe and Footer at Customer Specified Location

LDO	CSP
Max Height: 2'6" Allowed Sign Area: 6 sq. ft.	Height: 3' Sign Area: 9 sq. ft.

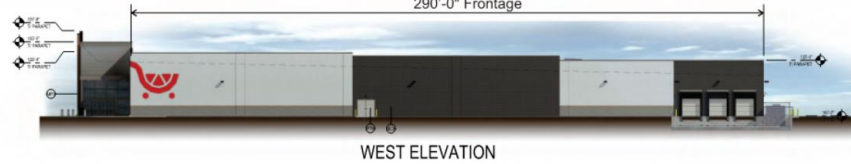
**DIRECTIONAL SIGN**

Sycamore Farms

SQUARE FOOTAGE BREAKDOWN

Fry's: 340.46
 Starbucks: 19.64
 Pharmacy Drive-Thru: 58.3
 Pickup x2: 49.35
 RX Drive Thru: 26.23
 Enter/Exit: 8.00
 Total = 594.68

GROCERY ELEVATIONS



LDO	CSP
1.5 sq. ft. per each linear foot of leased space	2.0 sq. ft. per each linear foot of leased space

WALL SIGNS



OUTREACH

Site Posting, 300' Mailers, & Newspaper Publishings

Citizen Participation Meeting (In-Person) – April 24, 2024
- 4 attendees

Questions/Concerns

- Sign heights, LED lighting, location of monument signs

TBD

Recommend Approval subject to stipulations ‘a’ and ‘b’

- a. Development and use of the site shall be consistent with the Comprehensive Sign Program entitled “Comprehensive Sign Plan Sycamore Farms” prepared by Bootz and Duke Signs dated April 24, 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.



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Pre-Annexation Development Agreement between the City of Surprise and the Wong family; Resolution #2024-113.

Motion:

I move to approve Resolution #2024-113.

Background:

As part of the voter-approved General Obligation (GO) Bond, the 163rd Avenue Road Improvement Project will add a third northbound lane from Grand Avenue to Pat Tillman Boulevard. This project further includes utility upgrades, new curbs, gutters, sidewalks, a new traffic signal at the intersection of 163rd Avenue and Country Club Drive (formerly 162nd Drive), and a new connection between Country Club Drive and the existing 162nd Drive alignment.

To facilitate this project, the City is working with adjacent property owners, the Wong Family, to secure the necessary right of way and easements. In discussions with the Wong Family, they have agreed to exchange the needed right of way and public utility easement (PUE) in return for the City's assistance in processing the annexation and rezoning of their parcel. This agreement led to the creation of a Pre-Annexation Development Agreement (PADA), outlining the obligations of both the Wong Family and the City.

Objective Analysis:

This PADA allows for reduced time and costs associated with acquiring the necessary right of way and public utility easements, while simultaneously creating a commercial-zoned parcel for development with the potential to increase future sales tax revenue.

Policy Compliant:

The action is compliant with the City Council's policy relative to acquiring the right of way needed to expand 163rd Avenue as part of the voter approved GO Bond.

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:

While there is no budget impact at this time, the anticipated incremental additional maintenance expense associated with the public infrastructure will be incorporated into future budgets.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2024-113
 2. Wong Family PADA signed
 3. Wong Family PADA- Presentation
-

RESOLUTION # 2024-113

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE AND WALTER ONG AND SHIRLEY O. WONG, CO-TRUSTEES OF THE WONG REVOCABLE LIVING TRUST DATED APRIL 13, 1995; RICHARD AND IRENE O. HUEY, CO-TRUSTEES OF THE RICHARD G. HUEY AND IRENE O. HUEY REVOCABLE FAMILY TRUST; PHILLIP O. WONG; AND JACKIE O. WONG PERTAINING TO PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF 163RD AVENUE AND PINNACLE PEAK ROAD.

WHEREAS, the City is authorized to annex unincorporated property pursuant to Arizona Revised Statutes ("A.R.S.") § 9-471;

WHEREAS, the City is also authorized to enter into development agreements, pursuant to A.R.S. § 9-500.05, for development of property setting forth, among other things, conditions, terms, restrictions, and requirements for annexation;

WHEREAS, Walter Ong and Shirley O. Wong, co-trustees of the Wong Revocable Living Trust dated April 13, 1995; Richard and Irene O. Huey, co-trustees of the Richard G. Huey and Irene O. Huey Revocable Family Trust; Phillip O. Wong; and Jackie O. Wong (collectively, the "Wongs") own land in unincorporated Maricopa County, Arizona, generally located on the southeast corner of 163rd Avenue and Pinnacle Peak Road, as more particularly described on Exhibit "A" (the "Property") to the Pre-Annexation Development Agreement (the "Agreement") that is the subject of this Resolution and is attached as Exhibit "A" hereto;

WHEREAS, the Wongs has petitioned the City to annex the Property to become incorporated within the City of Surprise;

WHEREAS, City staff and the Wongs have agreed upon the subject Agreement for future development of the Property, which sets forth, among other things: (1) conditions, terms, restrictions, and requirements for annexation of the Property into the City of Surprise; (2) upon the Wongs' satisfaction of all applicable legal requirements, consideration by the Planning and Zoning Commission and the City Council of a request to rezone the Property from R1-43 to C-2; and (3) other matters related to future development of the Property; and

WHEREAS, the City of Surprise and the Wongs now desire to obtain City Council approval for entry into the Agreement, attached as Exhibit "A," for the purpose of setting forth certain obligations and commitments relative to the future annexation and development of the Property.

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

Section 1. The Pre-Annexation Development Agreement between the City of Surprise and the Wongs, attached hereto as Exhibit “A,” is hereby approved;

Section 2. The Mayor is hereby directed to execute the Agreement on behalf of the City of Surprise and any other documents necessary to effectuate the intent of this Resolution.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form only:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

PRE-ANNEXATION DEVELOPMENT AGREEMENT

This Pre-Annexation Development Agreement (the “**Agreement**”) is entered into by and among the **City of Surprise, Arizona**, an Arizona municipal corporation (the “**City**”), and **The Wong Revocable Living Trust dated April 13, 1995**, as to an undivided 34% interest; **The Richard G. Huey and Irene O. Huey Revocable Family Trust**, as to an undivided 22% interest; **Phillip O. Wong**, a married man dealing with his sole and separate property, as to an undivided 22% interest; and **Jackie O. Wong**, a married man dealing with his sole and separate property, as to an undivided 22% interest, (collectively, jointly and severally, the “**Owners**”). Owners and the City are herein referred to individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. Owners are the fee title owners of a parcel of land comprising APN 503-57-008E located in the North Half of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian (the “**Property**”), located in unincorporated Maricopa County, Arizona (“**County**”), more particularly described in Exhibit A attached hereto and made a part hereof.

B. The Property is adjacent to real property owned by the City, namely 163rd Avenue.

C. The Annexation Petition referenced in paragraph 2.1 below, and the zoning application referenced in paragraph 2.2 below, includes the Property.

D. The Owners desire the City to annex the Property and are seeking assurances from the City that the City is willing to annex the Property, into the corporate limits of the City and further desire to establish City zoning for the Property, as further set forth herein.

E. The Owners acknowledge that annexation and development of the Property pursuant to this Agreement will be beneficial and advantageous to the Owners by providing assurances that the Property will be developed within the City pursuant to this Agreement and that the development of the Property complies with City standards of development.

F. The Parties understand and acknowledge that this Agreement is a “**Development Agreement**,” within the meaning of and entered into pursuant to A.R.S. § 9-500.05, to facilitate annexation of the Property and provide certain conditions of development which will apply upon annexation to the Property.

G. The terms of this Agreement are binding upon the Parties, and their successors and assigns, and shall run with the Property, subject to the limitations set forth herein and State law.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants herein set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Commencement Date and Term.

1.1 The “**Commencement Date**” is defined as the date upon which all of the following conditions have been satisfied: (1) this Agreement is executed by all Parties; (2) the City adopts the Annexation Ordinance and approves by ordinance the zoning and/or rezoning of the Property subject only to conditions acceptable to the Owners in their sole discretion (the “**Zoning Ordinance**”); (3) this Agreement is recorded in accordance with A.R.S. § 9-500.05(D); (4) the Annexation Ordinance and Zoning Ordinance have become final following expiration of the time periods in which they may be challenged pursuant to A.R.S. § 9-471(C) or referred to the qualified electors of the City, or if such statutory challenge is properly made or such a referendum is certified for the ballot, then after resolution of such challenge in favor of the City or after the election upholding the Annexation Ordinance and the Zoning Ordinance; and (5) this Agreement has become final following expiration of the time periods in which the Resolutions adopting this Agreement may be referred to the qualified electors of the City, or if such a referendum is certified for the ballot, then after the election upholding the Resolutions and this Agreement. Notwithstanding anything to the contrary herein, if the Annexation Ordinance, the Zoning Ordinance, and/or this Agreement are challenged or referred, the Owners shall have the option unilaterally to terminate this Agreement by written notice to the City.

1.2 Any delay relative to the Commencement Date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of the City shall not be deemed a default by the City.

1.3 This Agreement shall automatically terminate on the 5th anniversary of the Commencement Date, unless this Agreement is rescinded or terminated on an earlier date as provided for herein.

2. Annexation, Zoning, and Recission.

2.1 Annexation Process. Before the Commencement Date, the Owners shall submit to the City a petition for annexation duly executed by all necessary property owners and satisfying the statutory requirements (the “**Annexation Petition**”). Upon receipt of the Annexation Petition, the City shall comply with the provisions of A.R.S. § 9-471 *et. seq.*, and, if determined to be in the best interests of the City, adopt the final ordinance annexing the Property into the corporate limits of the City (the “**Annexation Ordinance**”). The City expressly acknowledges and agrees that the Annexation Petition and this Agreement will have been executed and delivered to the City contingent on the City’s adoption of the ordinances described above and containing the recission provisions in Section 2.3. The City shall take all appropriate action to immediately rescind this Agreement if the City does not adopt the Annexation Ordinance immediately following the approval of this Agreement. The City also expressly acknowledges that it is the intent of the Parties that the annexation of the Property into the City be effective only after the passage of any referendum periods regarding this Agreement and the Zoning Ordinance.

2.2 Zoning Process. The Owners have filed with the City the application for City zoning to be applied to the Property. The Owners shall sign the Annexation Petition for the Property, unless: (a) the

Planning and Zoning Commission recommends denial of the zoning to the City Council; or (b) the Planning and Zoning Commission recommends approval of the zoning but imposes conditions on its recommendations to the City Council that are not acceptable to the Owners, in their sole discretion. The Owners will submit to the City the Annexation Petition, meeting all statutory requirements and duly executed by all necessary parties to accomplish annexation of the Property. However, submittal of the Annexation Petition shall not constitute a waiver of the Owners' right to object to any condition or stipulation of the City Zoning Ordinance recommended by the Planning and Zoning Commission to the City Council. If the Annexation Ordinance is adopted by the City Council, the City agrees to:

(a) consider approval by ordinance of the Zoning Ordinance at the same City Council hearing as adoption of the Annexation Ordinance; and

(b) ensure that such ordinances are "available" (as defined in A.R.S. § 19-142) on the day following date of passage. In the event the City Council determines it is in the best interests of the City to continue the consideration of the Zoning Ordinance to a date following the date of its approval of the Annexation Ordinance, the City Council will reconsider the Annexation Ordinance and will continue it to the same date as the continued consideration of the Zoning Ordinance.

2.2.1. Initial Zoning. Should the City elect to annex the Property, as part of the Annexation Ordinance annexing the Property into the corporate limits of the City, the City is mandated to zone the Property with R1-43 zoning, the City's equivalent zoning of County RU-43 zoning.

2.2.2. Concurrent Rezoning. Immediately following adoption of the Annexation Ordinance, and at the same City Council meeting, the City Council shall consider approval of the Zoning Ordinance which, if adopted, shall rezone the property from R1-43 to C-2 PUD.

2.3 Rescission of Annexation Ordinance and Rezoning. As will be stated in a provision in the Annexation Ordinance, if the Zoning Ordinance, subject to conditions acceptable to the Owners in their sole discretion, and this Agreement have not been approved by the City Council prior to the expiration of the 30-day period following the City Council's adoption of the Annexation Ordinance and before annexation of the Property is final and effective under applicable law, the City Council shall (by Motion for Reconsideration or other appropriate means) repeal the Annexation Ordinance, even if the City Council must hold a special meeting to do so. The Annexation Ordinance will also contain provisions requiring repeal of the Annexation Ordinance by the City Council if (i) any person, other than a Party, files a verified petition with the Superior Court of the State of Arizona challenging the validity of the Annexation Ordinance; (ii) any person, other than a Party, files referendum petitions with the City to place approval of the Annexation Ordinance or the approved Zoning Ordinance on a future city election ballot for approval or rejection by the qualified electors of the City; or (iii) any person, other than a Party, files a verified petition with the Superior Court of the State of Arizona challenging the validity of this Agreement.

2.4 Further Zoning Changes. For a period of five (5) years from the Commencement Date, and thereafter subject to any vested rights that may accrue to the Owners, and their successors or assigns, the City agrees to not initiate any changes or modifications to the Zoning Ordinance that may be approved for the Property pursuant to this Agreement, except at the request of the then owner of that portion of the Property for which such zoning change is sought or as the result of a change made by operation of Section 4.1 below.

3. Development Rights. The City agrees that the Owners, and their successors or assigns, shall have the right to develop the Property in accordance with this Agreement and the Zoning Ordinance, as approved by the City Council.

4. Regulation of Development.

4.1 Development of the Property shall be governed by the ordinances; rules; regulations; guidelines; permit requirements; development fees (as defined in A.R.S. § 9-463.05); other infrastructure fees, however denominated; exactions; other requirements; and/or official City policies existing and in force as of the Commencement Date. Without limiting the generality of the foregoing, the Parties agree that after the Commencement Date, any and all subsequent zoning ordinances or resolutions, rules, regulations, standards, directives, conditions, or other measures adopted by the City will not be applied to the Property, except (i) the Land Development Ordinance (“LDO”) and Planning and Engineering Design Standards (“PEDs”) as such LDO and PEDs may be amended from time to time after adoption, except that lot yield and development standards as expressly stated will run with the land unless subsequently amended by a rezoning action; (ii) future generally-applicable ordinances, rules, regulations, permit requirements, or other measures necessary to alleviate legitimate threats to public health and safety that are applied equally across the City; (iii) future ordinances, resolutions, rules, regulations, standards, directives, conditions, permit requirements, policies, or other requirements enacted to comply with mandatory requirements imposed by state or Federal laws and regulations, court decisions, and other similar superior external authorities beyond the City’s control; and (iv) updates to those certain generally-applicable national or state building-related codes, engineering standards, and guidelines that the City adopts. Nothing herein shall be interpreted as relieving the Owners, or their successors, of any obligation that it may have with respect to laws and regulations enacted by the Federal government or the State of Arizona.

4.2 The City hereby agrees that the Property shall be included within any growth boundary, urban boundary, urban service boundary, or other similar purpose land use regulatory device that may be established in the future by the City or local or state law, referendum, or initiative with respect to the area in which the Property is located.

4.3 Development Fees. Notwithstanding Section 4.1 above, the Parties expressly acknowledge and agree that the City reserves the right to adopt future ordinances assessing or imposing development fees under the authority of A.R.S. § 9-463.05, which shall be applicable to the Property’s development.

5. The City's Obligations. The City agrees to:

5.1 Provide to Owners a detailed schedule regarding the Owners’ Annexation Petition, which the City agrees to process within ninety (90) days of receipt, and the Owners’ zoning requests, which the City agrees to process within an additional thirty (30) days, at no cost to the Owners, in accordance with applicable law and the terms and conditions of this Agreement.

5.2 Provide Owners with a City point of contact who will assist the Owners in completing all applications required for the Owners’ Annexation Petition and zoning and rezoning requests.

5.3 Upon final and effective annexation, and subject to all City requirements, the City shall provide all City services to the Property, including, but not limited to, sewer, trash collection, police and fire protection, and all other services typically provided by the City to its residents, and to the same extent

and upon the same terms and conditions as those services are provided to the other properties throughout the City.

5.4 Design, construct, and install, or cause to be designed, constructed, and installed, in compliance with the City's Code and at the City's sole cost and expense, those half-street roadway improvements, including signalization, to the east half of 163rd Avenue and, to the extent required, the south half of Pinnacle Peak Road adjacent to the Property (the "**Roadway Improvements**"). The Roadway Improvements shall include any improvements constructed by the City in or along Planada Lane. The Owners' dedication of the right-of-way pursuant to this Agreement including Section 6 below, fulfills any obligation that the Owners or their successors and assigns, tenants, or occupants of the Property might otherwise have to pay for, or contribute toward, any such Roadway Improvements, or any existing signal located at the intersection of 163rd Avenue and Pat Tillman Boulevard.

6. **The Owners' Obligations.** Subject to the adoption of the Annexation and Zoning Ordinances, as well as approval by the City Council of this Agreement, and following the expiration of the 30-day period for appeal or referendum without an appeal or referendum having been filed, the Owner(s) shall dedicate fee title, free and clear of all liens and encumbrances that might affect marketability of title, to the City, its successors and assigns, at no cost to the City, the portion of the Property located at the southeast corner of 163rd Avenue and Pinnacle Peak Road, more particularly described in Exhibit B attached hereto and incorporated herein by this reference, for public right-of-way for the expansion of 163rd Avenue and a public utility easement as described in Exhibit C.

7. **Time Period.** The Parties agree to use their respective best efforts to complete the annexation of the Property as close as reasonably possible to the minimum time periods set forth in A.R.S. § 9-471, as well as in conformance with the provisions of this Agreement.

8. **Good Standing; Authority.** Each Party represents and warrants to the other that it is duly formed and validly existing under the laws of Arizona and that the individual(s) executing this Agreement on behalf of each respective Party is/are authorized and empowered to bind such Party on whose behalf each such individual is signing.

9. **Default and Remedies.** The Parties acknowledge that failure or unreasonable delay by any Party to perform or otherwise act in accordance with any term or provision of this Agreement may cause severe hardship. Any breach not cured within thirty (30) days after written notice of such failure to perform or unreasonable delay shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching party shall have such additional time as may be necessary to perform or comply so long as the breaching party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Upon the occurrence of an event of default under this Agreement, the non-defaulting Party shall have the right to initiate legal proceedings to seek specific performance or an injunction, as appropriate, to compel performance. The non-defaulting Party may also seek to terminate this Agreement or to specifically enforce any term or provision hereof. Under no circumstances may the non-defaulting Party seek to recover an award of money damages, including, but not limited to, consequential damages, against the defaulting Party. The exclusive remedies are specific performance, injunction, and termination.

10. **Governing Law.** This Agreement shall be governed by and constructed under the laws of the State of Arizona. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.

11. Waiver. No waiver by any Party of a breach of any of the terms or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term or condition contained herein.

12. Attorneys' Fees. If any Party hereto initiates any judicial proceeding with respect to this Agreement, the prevailing Party or Parties shall be entitled to recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceeding, including, without limitation, its reasonable attorneys' fees. In the event that the Parties elect to submit the dispute to mediation or arbitration, the costs thereof shall be evenly shared by the Parties.

13. Notice. All notices, demands, or other communications given hereunder shall be personally delivered or sent by certified mail, addressed as follows:

The City: City of Surprise
Lloyd Abrams, Community Development Director
16000 N. Civic Center Plaza
Surprise, AZ 85374

With Copy to: City of Surprise
Robert Wingo, City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Owner: Walter Ong Wong
3729 E. Cherokee Court
Phoenix, Arizona 85044

With Copy to: DYER BREGMAN FERRIS WONG & CARTER, PLLC
Jim Wong
3003 N. Central Ave, Suite 2600
Phoenix, AZ 85012

Or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to a Party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that Party; (b) delivery to the address of the Party, addressed to the Party; or (c) if given by certified or registered U.S. mail, return receipt request, forty-eight (48) hours after deposit with the United States Postal Service, addressed to the Party.

14. Covenant to Run with the Land. Except as limited by this Agreement, it is intended by the Parties that the obligations set forth in this Agreement shall be covenants running with the land and as such are binding upon the Parties' successors and assigns.

15. Time of Essence. Time is of the essence for this Agreement.

16. Recordation. This Agreement shall be recorded in the Official Records of Maricopa County, Arizona.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous representations, negotiations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein.
18. Amendments. This Agreement may be amended only by a written agreement fully executed by the Parties.
19. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
20. Cancellation. This Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511.
21. Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable to any extent, the remainder of this agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
22. Non-discrimination. The parties agree to comply with all applicable state and federal laws relating to equal opportunity and non-discrimination.
23. Arbitration. The parties agree to use arbitration to the extent required by A.R.S. §§ 12-1518 and 12-133.
24. Availability of Funds. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the City or the Owners to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement. Nothing contained in this Agreement shall be deemed to obligate the Owners to develop the Property in any manner or construct improvements thereon.
25. Records Inspection and Audit. Pursuant to A.R.S. §§ 35-214, 35-215, and 41-2548, all books, accounts, reports, files, and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the Owners or the City for five (5) years after the termination of this Agreement.
26. Exhibits. All exhibits attached hereto are incorporated herein by reference as though fully set forth herein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Commencement Date.

CITY:
CITY OF SURPRISE,
an Arizona municipal corporation

By: _____
Name: _____
Date: _____

APPROVED AS TO FORM ONLY:

By: _____
Robert Wingo, City Attorney

ATTESTED:

By: _____
Kristi Passarelli, City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed and sworn to before me this ____ day of _____, 2024, by Skip Hall, the
Mayor of CITY OF SURPRISE, an Arizona municipal corporation.

Notary Public

My Commission Expires:

Owners:

Walter Ong Wong and Shirley O. Wong,

Co-trustees of the Wong Revocable Living Trust dated April 13, 1995, as to an undivided 34% interest

By: Walter Wong
Date: June 14, 2024

By: Shirley O. Wong
Date: June 14, 2024

STATE OF ARIZONA)
) ss.
County of Maricopa)

This record was acknowledged before me on this 14th date of June, 2024, by
Walter Ong Wong, Trustee of the Wong Revocable Living Trust dated April 13, 1995.

Karen Denise Ponce
Notary Public

My Commission Expires:

9-30-2025



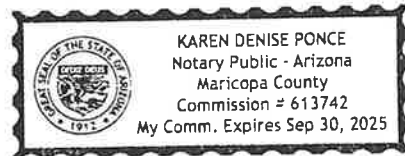
STATE OF ARIZONA)
) ss.
County of Maricopa)

This record was acknowledged before me on this 14th date of June, 2024, by
Shirley O. Wong, Trustee of the Wong Revocable Living Trust dated April 13, 1995.

Karen Denise Ponce
Notary Public

My Commission Expires:

9-30-2025



Owners:

Richard Huey and Irene O. Huey,

Trustees of the Richard G. Huey and Irene O. Huey Revocable Family Trust

By: R. G. Huey
Date: 6-15-24

By: Irene O. Huey
Date: 6/15/24

**Please see attached
Acknowledgment form
pursuant to CA Civil
Code Section 1189.**

STATE OF _____)
County of _____) ss.

This record was acknowledged before me on this ____ date of _____, 2024, by Richard Huey, Trustee of the Richard G. Huey and Irene O. Huey Revocable Family Trust.

Notary Public

My Commission Expires:

STATE OF _____)
County of _____) ss.

This record was acknowledged before me on this ____ date of _____, 2024, by Irene O. Huey, Trustee of the Richard G. Huey and Irene O. Huey Revocable Family Trust.

Notary Public

My Commission Expires:

Revocable Family Trust

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On June 15, 2024, before me, S. Z. HERRERA, Notary Public
(insert name and title of the officer)

personally appeared Richard G. Huey & Irene O. Huey,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature S. Z. Herrera (Seal)



Owners:

Phillip O. Wong,

A married man, as to an undivided 22% interest

By: Phillip O. Wong

Date: 06/14/2024

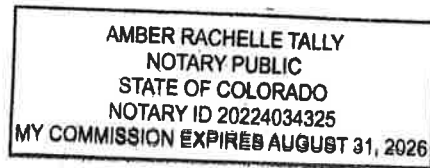
STATE OF Colorado)
) ss.
County of Boulder)

The record was acknowledged before me on this 14th day of June, 2024, by Phillip O. Wong.

Amber Rachel Tally
Notary Public

My Commission Expires:

August 31, 2026



Owners:

Jackie O. Wong,

A married man, as to an undivided 22% interest

By: Jackie O. Wong AKA Jack O. Wong
Date: 6-14-2024

STATE OF Arizona)
County of Maricopa) ss.
)



The record was acknowledged before me on this 14th day of June, 2024, by Jack O. Wong.

Anita Klein
Notary Public

My Commission Expires:

06-12-27

EXHIBIT A

Legal Description of the Property



File Number: 72502909-025-DNW

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That portion of the North half of the Northwest quarter of Section 18, Township 4 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northwest corner of said Section 18;

Thence South 89° 59' 00" East, a distance of 574.70 feet along the North line of said Section 18;

Thence South 00° 22' 15" East, a distance of 659.58 feet to a point;

Thence South 89° 58' 00" West a distance of 578.62 feet to the West line of said Section 18;

Thence North a distance of 659.41 feet to the POINT OF BEGINNING;

EXCEPT the West 55.00 feet; and

EXCEPT the North 45.00 feet of the East 45.00 feet of the West 100.00 feet thereof; and

EXCEPT the following described property:

BEGINNING at the Point of Intersection of the South line of the North 45.00 feet of the East line of the West 55.00 feet of said portion of the North half of the Northwest quarter of Section 18;

Thence Easterly along said South line of the North 45.00 feet, 30.00 feet to a point;

Thence in a Southwesterly direction to a point on said East line of the West 55.00 feet that is 30.00 feet Southerly from said Point of Intersection;

Thence Northerly to the Point of Intersection; and

EXCEPT the following described property:

That portion of the North Half 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 Northwest Quarter, monumented by a City of Surprise brass cap, from which the Northeast Corner of said Northwest Quarter, monumented by a Bureau of Land Management brass cap, bears South 89°37'50" East 1893.34 feet as the BASIS OF BEARINGS;

Thence South 89°37'50" East along the North Line of said Northwest Quarter, 100.00 feet to the Northwest Corner of the property described in Instrument Number 1996- 0040121 of Official Records of the Maricopa County Recorder, Maricopa County, Arizona, and the TRUE POINT OF BEGINNING;

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions and a counter-signature by the Company or its issuing agent that may be in electronic form.





File Number: 72502909-025-DNW

EXHIBIT A

LEGAL DESCRIPTION

(Continued)

Thence continuing South 89°37'50" East along said North Line, 474.70 feet to the Northeast Corner of said property;

Thence South 00°01'05" East along the East Line of said property, 40.00 feet to a point on the South Line of the North 40.00 Feet of said Northwest Quarter;

Thence North 89°37'50" West along said South Line, 474.96 feet to a point on the West Line of said property;

Thence North 00°21'11" East along said West Line, 40.00 feet to the TRUE POINT OF BEGINNING; and

EXCEPT all coal and other minerals as reserved in the Patent to the United States of America.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50126904 (5-31-22)





Resolution 24-113

Wong Family PADA

City Council
August 06, 2024



VICINITY MAP



Agreement Obligations

- Owners
 - Dedication of the 3rd Lane of Right of Way and a Public Utility Easement for 163rd Avenue.
- City
 - Process the parcel annexation and rezoning request from Rural Residential (RR) to Commercial (C-2 PUD).



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Warranty Deed for dedication of right-of-way from the Wong Revocable Living Trust along 163rd Avenue between Grand Avenue and Pat Tillman Boulevard.

Motion:

I move to accept the Warranty Deed from the Wong Revocable Living Trust.

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 from Grand Avenue. The right of way being dedicated is in association with the roadway 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 3 northbound lanes.

Objective Analysis:

As this area continues to rapidly develop, additional lanes of travel 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 right of way is needed for completion of the roadway widening project. The city will plan for future

maintenance and operation when the roadway is in place and is accepted by the city.

FTE Impact:

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

ATTACHMENTS:

1. Wong RW Warranty Deed
 2. Wong ROW - CC 08.06.24
-

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)

WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

Walter Ong Wong and Shirley O. Wong, Trustees of the Wong Revocable Living Trust dated April 13, 1995, as to an undivided 34% interest, Richard G. Huey and Irene O. Huey, Trustees of the Richard G. Huey and Irene O. Huey Revocable Family Trust, as to an undivided 22% interest, Phillip O. Wong as to an undivided 22% interest, and Jackie O. Wong as to an undivided 22% interest (collectively, "Grantor")

Do hereby convey to the City of Surprise, an Arizona municipal corporation, 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."

And I or We do 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

By: Richard G. Huey
Richard G. Huey, Trustee

By: Irene O. Huey
Irene O. Huey, Trustee

By: Phillip O. Wong,
As to an undivided 22% interest

By: _____
Jackie O. Wong,
As to an undivided 22% interest

STATE OF)
) SS.
County of)

The foregoing instrument was acknowledged before me this 10 day of February, 2022, by _____

My commission expires:

Notary Public:

STATE OF)
) SS.
County of)

The foregoing instrument was acknowledged before me this ___ day of _____, 202__, by _____

My commission expires:

Notary Public:

Page 579 of 700

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer

On MARCH 9TH 2024 before me, Jessica L. Brown, Notary Public,

personally appeared Richard G. Huey & Irene O Huey

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Notary Seal)

Jessica L. Brown

Signature of Notary Public Commission Expires: August 24th, 2027

Jessica L. Brown, Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Deed

Title or description of attached document

CAPACITY CLAIMED BY THE SIGNER

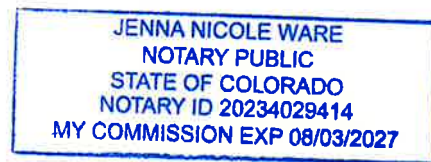
☒ Individual(s) ☐ Corporate Officer ☐ Trustee(s) ☐ Other _____

Richard G. Huey and Irene O. Huey, Trustees of the Richard G. Huey and Irene O. Huey Revocable Family Trust, as to an undivided 22% interest

By: _____
Richard G. Huey, Trustee

By: _____
Irene O. Huey, Trustee

By: Phillip O. Wong
Phillip O. Wong,
As to an undivided 22% interest



By: _____
Jackie O. Wong,
As to an undivided 22% interest

STATE OF Colorado)
) SS.
County of Boulder)

The foregoing instrument was acknowledged before me this 12th day of March, 2024, by Phillip O. Wong

My commission expires:

08/03/2027

Notary Public:

A handwritten signature in blue ink, appearing to be "Jenna Nicole Ware", written over a horizontal line.

STATE OF _____)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____

My commission expires:

Notary Public:

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION

A portion of that real property described in Warranty Deed 1996-040121 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:

BEGINNING 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 north line of said Section South 89°48'44" East 100.00 feet;

Thence South 00°10'21" West 45.00 feet;

Thence South 48°00'27" West 29.68 feet;

Thence South 00°10'21" West 305.07 feet;

Thence North 89°48'39" West 10.00 feet;

Thence South 00°10'21" West 238.56 feet;

Thence South 44°47'27" East 28.30 feet;

Thence South 89°45'53" East 52.06 feet;

Thence South 00°14'07" West 30.50 feet to the south line of said real property;

Thence along said line North 89°45'53" West 140.02 feet to the west line of said real property, being also the west line of said Northwest Quarter of Section 18:

Thence along said west line North 00°10'21" East 659.00 feet to the POINT OF BEGINNING.

Containing 1.197 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



NW COR
SEC 18
T4N, R1W

EXHIBIT "B"

PINNACLE PEAK ROAD

S89° 48' 44" E

40' DEDICATED ROW 2020-19959 M.C.R.

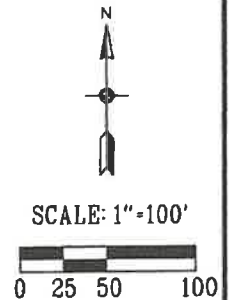
LINE TABLE

LINE	BEARING	LENGTH
L1	S89° 48' 44" E	100.00'
L2	S00° 10' 21" W	45.00'
L3	S48° 00' 27" W	29.68'
L4	S00° 10' 21" W	305.07'
L5	N89° 48' 39" W	10.00'
L6	S00° 10' 21" W	238.56'
L7	S44° 47' 27" E	28.30'
L8	S89° 45' 53" E	52.06'
L9	S00° 14' 07" W	30.50'
L10	N89° 45' 53" W	140.02'
L11	N00° 10' 21" E	659.00'

WONG REVOKABLE TRUST
WD 1996-0040121 M.C.R.
APN 503-57-008E

LEGEND

- POB POINT OF BEGINNING
M.C.R. MARICOPA COUNTY RECORDER
APN ASSESSORS PARCEL NUMBER
 ROAD RIGHT-OF-WAY DEDICATION AREA=1.197 ACRES +/-



163rd AVENUE

L11

WEST PROPERTY LINE

S00° 10' 21" W 2633.87'

W 1/4 COR
SEC 18
T4N, R1W

L10

L6

L7

L8

L9

SOUTH PROPERTY LINE



ROAD RIGHT-OF-WAY
DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 23021

DRAWN BY RCD

DATE 12-16-23

SHEET 1 OF 1

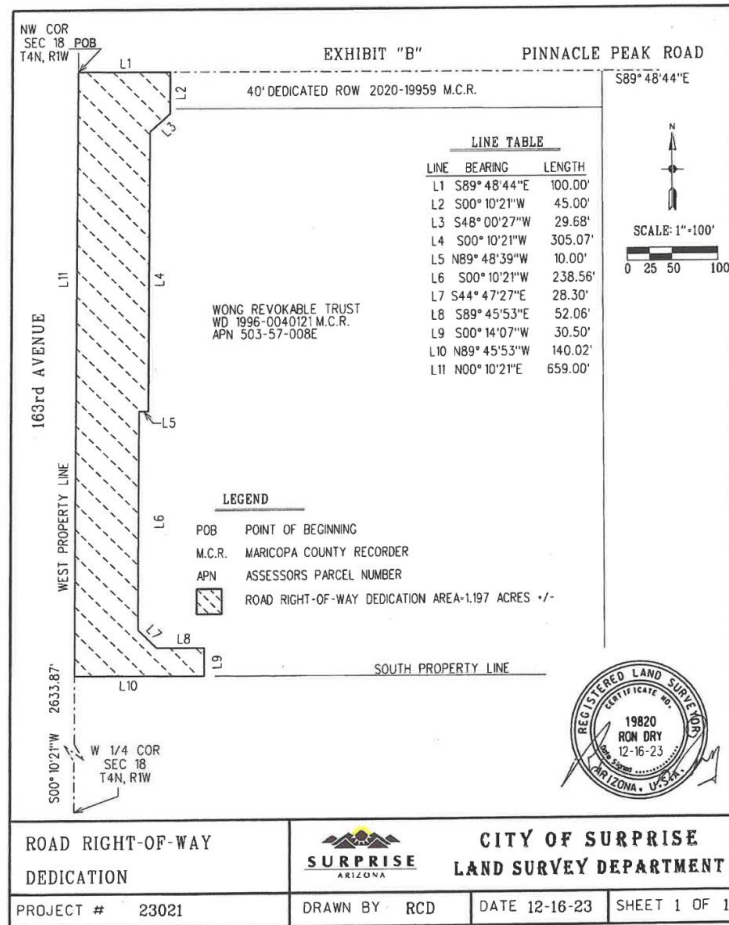


Wong Revocable Living Trust Right-of-Way Warranty Deed

City Council – August 6, 2024



VICINITY MAP



EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

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

Consideration and action pertaining to approval of a Pre-Annexation Development Agreement between the City of Surprise and the Morgan family; Resolution #2024-112.

Motion:

I move to approve Resolution #2024-112.

Background:

As part of the voter-approved General Obligation (GO) Bond, the 163rd Avenue Road Improvement Project will add a third northbound lane from Grand Avenue to Pat Tillman Boulevard. This project further includes utility upgrades, new curbs, gutters, sidewalks, a new traffic signal at the intersection of 163rd Avenue and Country Club Drive (formerly 162nd Drive), and a new connection between Country Club Drive and the existing 162nd Drive alignment.

To facilitate this project, the City is working with adjacent property owners, the Morgan family, to secure the necessary right of way and easements. In discussions with the Morgans, they have agreed to exchange the needed right of way in return for the City's assistance in processing the annexation and rezoning of their parcel. This agreement led to the creation of a Pre-Annexation Development Agreement (PADA), outlining the obligations of both the Morgans and the City.

Objective Analysis:

The PADA reduces the time and costs associated with acquiring the necessary right of way and public utility easements, while simultaneously creating a commercial-zoned parcel for development with the potential to increase future City sales tax revenue.

Policy Compliant:

The action is compliant with the City Council's policy relative to acquiring the right of way needed to expand 163rd Avenue, as part of the voter approved GO Bond.

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:

While there is no immediate budgetary impact at this time, the anticipated incremental additional maintenance expense associated with the public infrastructure will be incorporated in future City budgets.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2024-112
 2. Morgan Signed agreement
 3. Morgan PADA- Presentation
-

RESOLUTION # 2024-112

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE AND CAREY D. AND LAUREN L. MORGAN PERTAINING TO PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF 163RD AVENUE AND PINNACLE PEAK ROAD.

WHEREAS, the City is authorized to annex unincorporated property pursuant to Arizona Revised Statutes ("A.R.S.") § 9-471;

WHEREAS, the City is also authorized to enter into development agreements, pursuant to A.R.S. § 9-500.05, for development of property setting forth, among other things, conditions, terms, restrictions, and requirements for annexation;

WHEREAS, Carey D. and Lauren L. Morgan (collectively, the "Morgans") own approximately 3.8 acres of land in unincorporated Maricopa County, Arizona, generally located on the southeast corner of 163rd Avenue and Pinnacle Peak Road, as more particularly described on Exhibit "A" (the "Property") to the Pre-Annexation Development Agreement (the "Agreement") that is the subject of this Resolution and is attached as Exhibit "A" hereto;

WHEREAS, the Morgans have petitioned the City to annex the Property to become incorporated within the City of Surprise;

WHEREAS, City staff and the Morgans have agreed upon the subject Agreement for future development of the Property, which sets forth, among other things: (1) conditions, terms, restrictions, and requirements for annexation of the Property into the City of Surprise; (2) upon the Morgans' satisfaction of all applicable legal requirements, consideration by the Planning and Zoning Commission and the City Council of a request to rezone the Property from R1-43 to C-2; and (3) other matters related to future development of the Property; and

WHEREAS, the City of Surprise and the Morgans now desire to obtain City Council approval for entry into the Agreement, attached as Exhibit "A," for the purpose of setting forth certain obligations and commitments relative to the future annexation and development of the Property.

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

Section 1. The Pre-Annexation Development Agreement between the City of Surprise and the Morgans, attached hereto as Exhibit "A," is hereby approved;

Section 2. The Mayor is hereby directed to execute the Agreement on behalf of the City of Surprise and any other documents necessary to effectuate the intent of this Resolution.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form only:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

PRE-ANNEXATION DEVELOPMENT AGREEMENT

This Pre-Annexation Development Agreement (the “**Agreement**”) is entered into by and between the CITY OF SURPRISE, ARIZONA, a municipal corporation organized and existing under the laws of the State of Arizona (“**City**”), and Carey D. and Lauren L. Morgan, a married couple (collectively, the “**Owners**”), each a “**Party**,” and collectively, the “**Parties**.”

RECITALS

- A. Owners are the fee title owners of a parcel of approximately 3.8 acres of land comprising APN 503-57-008C located in the North Half of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, (the “**Property**”), in unincorporated Maricopa County, Arizona, as more particularly described in Exhibit A attached hereto and made a part hereof.
- B. The Property is adjacent to real property owned by the City, namely 163rd Avenue.
- C. The Annexation Petition referenced in paragraph 2.1 below, and the zoning application referenced in paragraph 2.2 below, includes the Property.
- D. The Owners desire the City to annex the Property and are seeking assurances from the City that the City is willing to annex the Property into the corporate limits of the City and further desire to establish City zoning for the Property, as further set forth herein.
- E. The Owners acknowledge that annexation and development of the Property pursuant to this Agreement will be beneficial and advantageous to the Owners by providing assurances that the Property will be developed within the City pursuant to this Agreement and that the development of the Property complies with City standards of development.
- F. The Parties understand and acknowledge that this Agreement is a “**Development Agreement**” within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05, to facilitate annexation of the Property and provide certain conditions of development which will apply upon annexation of the Property.
- G. The terms of this Agreement are binding upon the Parties, and their successors and assigns, and shall run with the Property, subject to the limitations set forth herein and in State law.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants herein set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Commencement Date and Term.

1.1 The “**Commencement Date**” is defined as the date upon which all of the following conditions have been satisfied: (1) this Agreement is executed by all Parties; (2) the City adopts the Annexation Ordinance and approves by ordinance the zoning and/or rezoning of the Property subject only to conditions acceptable to the Owners in their sole discretion (the “**Zoning Ordinance**”); (3) this Agreement is recorded in accordance with A.R.S. § 9-500.05(D); (4) the Annexation Ordinance and Zoning Ordinance have become final following expiration of the time periods in which they may be challenged pursuant to A.R.S. § 9-471(C) or referred to the qualified electors of the City, or if such statutory challenge is properly made or such a referendum is certified for the ballot, then after resolution of such challenge in favor of the City or after the election upholding the Annexation Ordinance and Zoning Ordinance; and (5) this Agreement has become final following expiration of the time periods in which the resolutions adopting this Agreement may be referred to the qualified electors of the City, or if such a referendum is certified for the ballot, then after the election upholding the resolutions and this Agreement. Notwithstanding anything to the contrary herein, if the Annexation Ordinance, the Zone Ordinance, and/or this Agreement are challenged or referred, the Owners shall have the option unilaterally to terminate this Agreement by written notice to the City.

1.2 Any delay relative to the Commencement Date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of the City shall not be deemed a default by the City.

1.3 This Agreement shall automatically terminate on the 5th anniversary of the Commencement Date, unless this Agreement is rescinded or terminated on an earlier date as provided for herein.

2. Annexation, Zoning, and Recission.

2.1 Annexation Process. Before the Commencement Date, the Owners shall submit to the City a petition for annexation duly executed by all necessary property owners and satisfying the statutory requirements (the “**Annexation Petition**”). Upon receipt of the Annexation Petition, the City shall comply with the provisions of A.R.S. § 9-471 *et. seq.*, and, if determined to be in the best interests of the City, adopt the final ordinance annexing the Property into the corporate limits of the City (the “**Annexation Ordinance**”). The City expressly acknowledges and agrees that the Annexation Petition and this agreement will have been executed and delivered to the City contingent on the City’s adoption of the ordinances described above and containing the recission provisions in Section 2.3. The City shall take all appropriate action to immediately rescind this Agreement if the City does not adopt the Annexation Ordinance immediately following the approval of this Agreement. The City also expressly acknowledges that it is the intent of the Parties that the annexation of the Property into

the City be effective only after the passage of any referendum periods regarding this Agreement and the Zoning Ordinance.

2.2 Zoning Process. The Owners will file with the City the application for City zoning to be applied to the Property. The Owners shall sign the Annexation Petition for the Property, unless: (a) the Planning and Zoning Commission recommends denial of the zoning to the City Council; or (b) the Planning and Zoning Commission recommends approval of the zoning but imposes conditions on its recommendations to the City Council that are not acceptable to the Owners, in their sole discretion. The Owners will submit to the City the Annexation Petition, meeting all statutory requirements and duly executed by all necessary parties to accomplish annexation of the Property. However, submittal of the Annexation Petition shall not constitute a waiver of the Owners' right to object to any condition or stipulation of the City Zoning Ordinance recommended by the Planning and Zoning Commission to the City Council. If the Annexation Ordinance is adopted by the City Council, the City agrees to:

(a) consider approval by ordinance of the Zoning Ordinance at the same City Council hearing as adoption of the Annexation Ordinance; and

(b) ensure that such ordinances are "available" (as defined in A.R.S. § 19-142) on the day following date of passage. In the event the City Council determines it is in the best interests of the City to continue the consideration of the Zoning Ordinance to a date following the date of its approval of the Annexation Ordinance, the City Council will reconsider the Annexation Ordinance and will continue it to the same date as the continued consideration of the Zoning Ordinance.

2.2.1. Initial Zoning. Should the City elect to annex the Property, as part of the Annexation Ordinance annexing the Property into the corporate limits of the City, the City is mandated to zone the Property with R1-43 zoning, the City's equivalent zoning of County RU-43 zoning.

2.2.2. Concurrent Rezoning. Immediately following adoption of the Annexation Ordinance, and at the same City Council meeting, the City Council shall consider approval of the Zoning Ordinance which, if adopted, shall rezone the property from R1-43 to C-2.

2.3 Rescission of Annexation Ordinance and Rezoning. As will be stated in a provision in the Annexation Ordinance, if the Zoning Ordinance, subject to conditions acceptable to the Owners in their sole discretion, and this Agreement have not been approved by the City Council prior to the expiration of the 30-day period following the City Council's adoption of the Annexation Ordinance and before annexation of the Property is final and effective under applicable law, the City Council shall (by Motion for Reconsideration or other appropriate means) repeal the Annexation Ordinance, even if the City Council must hold a special meeting to do so. The Annexation Ordinance will also contain provisions requiring repeal of the Annexation Ordinance by the City Council if (i) any person, other than a Party, files a verified petition with the Superior Court of the State of Arizona challenging the validity of the Annexation Ordinance; (ii) any person, other than a Party, files referendum petitions with the City to place approval of the Annexation Ordinance or the approved

Zoning Ordinance on a future City election ballot for approval or rejection by the qualified electors of the city; or (iii) any person, other than a Party, files a verified petition with the Superior Court of the State of Arizona challenging the validity of this Agreement.

2.4 Further Zoning Changes. For a period of five (5) years from the Commencement Date, and thereafter subject to any vested rights that may accrue to the Owners, and their successors or assigns, the City will not initiate any changes or modifications to the Zoning Ordinance that may be approved for the Property pursuant to this Agreement, except at the request of the then-owner of that portion of the Property for which such zoning change is sought or as the result of a change made by operation of Section 4.1 below.

3. Development Rights. The City agrees that the Owners, and their successors or assigns, shall have the right to develop the Property in accordance with this Agreement and the Zoning Ordinance, as approved by the City Council.

4. Regulation of Development.

4.1 Development of the Property shall be governed by the ordinances; rules; regulations; guidelines; permit requirements; development fees (as defined in A.R.S. § 9-463.05); other infrastructure fees, however denominated; exactions; other requirements; and/or official City policies existing and in force as of the Commencement Date. Without limiting the generality of the foregoing, the Parties agree that after the Commencement Date, any and all subsequent zoning ordinances or resolutions, rules, regulations, standards, directives, conditions, or other measures adopted by the City will not be applied to the Property, except (i) the Land Development Ordinance (“LDO”) and Planning and Engineering Design Standards (“PEDs”) as such LDO and PEDs may be amended from time to time after adoption, except that lot yield and development standards as expressly stated will run with the land unless subsequently amended by a rezoning action; (ii) future generally-applicable ordinances, rules, regulations, permit requirements, or other measures necessary to alleviate legitimate threats to public health and safety that are applied equally across the city; (iii) future ordinances, resolutions, rules, regulations, standards, directives, conditions, permit requirements, policies, or other requirements enacted to comply with mandatory requirements imposed by state or Federal laws and regulations, court decisions, and other similar superior external authorities beyond the City’s control; and (iv) updates to those certain generally-applicable national or State building-related codes, engineering standards, and guidelines that the City adopts. Nothing herein shall be interpreted as relieving the Owners, or their successors, of any obligation that it may have with respect to laws and regulations enacted by the Federal government or the State of Arizona.

4.2 The City hereby agrees that the Property shall be included within any growth boundary, urban boundary, urban service boundary, or other similar purpose land use regulatory device that may be established in the future by the City or local or State law, referendum, or initiative with respect to the area in which the Property is located.

4.3 Development Fees. Notwithstanding Section 4.1 above, the Parties expressly acknowledge and agree that the City reserves the right to adopt future ordinances assessing or imposing development fees under the authority of A.R.S. § 9-463.05, which shall be applicable to the

Property's development.

5. The City's Obligations. The City agrees to:

5.1 Provide to Owners a detailed schedule regarding the Owners' Annexation Petition, which the City agrees to process within ninety (90) days of receipt, and the Owners' zoning requests, which the City agrees to process within an additional thirty (30) days, at no cost to the Owners, in accordance with applicable law and the terms and conditions of this Agreement.

5.2 Provide Owners with a City point of contact who will assist the Owners in completing all work required for the Owners' Annexation Petition and zoning and rezoning requests.

5.3 Upon final and effective annexation, and subject to all City requirements, the City shall provide all City services to the Property, including for the Owners' current use of the Property, and including, but not limited to, sewer, trash collection, police and fire protection, and all other services typically provided by the City to its residents, and to the same extent and upon the same terms and conditions as those services are provided to the other properties throughout the City.

5.4 Design, construct, and install, or cause to be designed, constructed, and installed, in compliance with the City's Code and at the City's sole cost and expense, those half-street roadway improvements to the east of 163rd Avenue (the "**Roadway Improvements**"). The Roadway Improvements shall include any improvements constructed by the City in or along Planada Lane. Owners' dedication of the right-of-way pursuant to this Agreement including Section 6 below, fulfills any obligation that the Owners or their successors and assigns, tenants, or occupants of the Property might otherwise have to pay for, or contribute toward, any such Roadway Improvements.

6. The Owners' Obligations. Subject to the adoption of the Annexation and Zoning Ordinances, as well as approval by the City Council of this Agreement, and following the expiration of the 30-day period for appeal and referendum without an appeal or referendum having been filed, the Owners shall dedicate fee title, free and clear of all liens and encumbrances that might affect marketability of title, to the City, its successors and assigns, at no cost to the City, the portion of the Property located south of the southeast corner of 163rd Avenue and Pinnacle Peak Road, more particularly described in Exhibit B attached hereto and incorporated herein by this reference, for public right-of-way for the expansion of 163rd Avenue.

7. Time Period. The Parties agree to use their respective best efforts to complete the annexation of the Property as close as reasonably possible to the minimum time periods set forth in A.R.S. § 9-471, as well as in conformance with the provisions of this Agreement.

8. Good Standing; Authority. Each Party represents and warrants to the other that it is duly formed and validly existing under the laws of Arizona and that the individual(s) executing this Agreement on behalf of each respective Party is/are authorized and empowered to bind such Party on whose behalf each such individual is signing.

9. Default and Remedies. The Parties acknowledge that failure or unreasonable delay by any

Party to perform or otherwise act in accordance with any term or provision of this Agreement may cause severe hardship. Any breach not cured within thirty (30) days after written notice of such failure to perform or unreasonable delay shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching Party shall have such additional time as may be necessary to perform or comply so long as the breaching Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Upon the occurrence of an event of default under this Agreement, the non-defaulting Party shall have the right to initiate legal proceedings to seek specific performance or an injunction, as appropriate, to compel performance. The non-defaulting Party may also seek to terminate this Agreement or to specifically enforce any term or provision hereof. Under no circumstances may the non-defaulting Party seek to recover an award of money damages, including, but not limited to, consequential damages, against the defaulting Party. The exclusive remedies are specific performance, injunction, and termination.

10. Governing Law. This Agreement shall be governed by and constructed under the laws of the State of Arizona. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.

11. Waiver. No waiver by any Party of a breach of any of the terms or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term or condition contained herein.

12. Attorneys' Fees. If any Party hereto initiates any judicial proceeding with respect to this Agreement, the prevailing Party or Parties shall be entitled to recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceeding, including, without limitation, its reasonable attorneys' fees. In the event that the Parties elect to submit the dispute to mediation or arbitration, the costs thereof shall be evenly shared by the Parties.

13. Notice. All notices, demands, or other communications given hereunder shall be personally delivered or sent by certified mail, addressed as follows:

The City: City of Surprise
Lloyd Abrams, Community Development Director
16000 N. Civic Center Plaza
Surprise, AZ 85374

With Copy to: City of Surprise
Robert Wingo, City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Owners: Carey D. and Lauren L. Morgan
P.O. Box 7490

Surprise, AZ 85374
lauren@lmorganrealty.com

With Copy to: Jeffrey M. Blilie, Esq.
Gilbert Blilie, PLLC
701 N. 44th Street
Phoenix, Arizona 85008

Or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to a Party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that Party; (b) delivery to the address of the Party, addressed to the Party; or (c) if given by certified or registered U.S. mail, return receipt request, forty-eight (48) hours after deposit with the United States Postal Service, addressed to the Party.

14. Covenant to Run with the Land. Except as limited by this Agreement, it is intended by the Parties that the obligations set forth in this Agreement shall be covenants running with the land and as such are binding upon the Parties' successors and assigns.

15. Time of Essence. Time is of the essence for this Agreement.

16. Recordation. This Agreement shall be recorded in the Official Records of Maricopa County, Arizona.

17. Entire Agreement. The Recitals are incorporated as if fully set forth in the body of this Agreement, and this Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous representations, negotiations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein.

18. Amendments. This Agreement may be amended only by a written agreement fully executed by the Parties.

19. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

20. Cancellation. This Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511.

21. Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

22. Non-discrimination. The Parties agree to comply with all applicable State and Federal laws relating to equal opportunity and non-discrimination.

23. Arbitration. The Parties agree to use arbitration to the extent required by A.R.S. §§ 12-1518 and 12-133.

24. Availability of Funds. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the City or the Owners to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement. Nothing contained in this Agreement shall be deemed to obligate the Owners to develop the Property in any manner or construct improvements thereon.

25. Records Inspection and Audit. Pursuant to A.R.S. §§ 35-214, 35-215, and 41-2548, all books, accounts, reports, files, and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the Owners or the City for five (5) years after the termination of this Agreement.

26. Exhibits. All exhibits attached hereto are incorporated herein by reference as though fully set forth herein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Commencement Date.

CITY:
CITY OF SURPRISE,
an Arizona municipal corporation

By: _____
Name: _____
Date: _____

APPROVED AS TO FORM ONLY:

By: _____
Robert Wingo, City Attorney

ATTESTED:

By: _____
Kristi Passarelli, City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed and sworn to before me this ____ day of _____, 2024, by Skip Hall, the Mayor
of CITY OF SURPRISE, an Arizona municipal corporation.

Notary Public

My Commission Expires:

OWNERS:

Carey D. Morgan and Lauren L. Morgan,
a married couple

By: Carey D. Morgan
Name: Carey D. Morgan
Date: June 28, 2024

By: Lauren L. Morgan
Name: Lauren L. Morgan
Date: June 28, 2024

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed and sworn to before me this 28th day of June, 2024, by Carey D. Morgan and
Lauren L. Morgan.

Jillian Ping
Notary Public

My Commission Expires:

03/20/2028

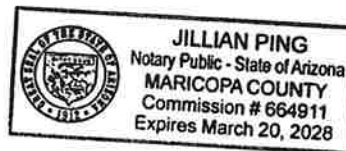


EXHIBIT A

Legal Description of the Property

Exhibit A

That portion of the North half 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, described as follows:

Beginning at the Northwest corner of said Section 18;

Thence South along the West line of Said Section 18, 659.41 feet to the TRUE POINT OF BEGINNING;

Thence South 89 Degrees, 58 Minutes, 00 Seconds East 578.82 feet to a point;

Thence South 00 Degrees, 22 minutes, 15 Seconds East 658 feet to a point on the South line of the North half of the North half of said Section 18;

Thence North 89 Degrees, 58 Minutes, 00 Seconds West 583.23 feet to the West line of said Section 18;

Thence North 658 feet to the TRUE POINT OF BEGINNING.

EXCEPT the South 373.50 feet thereof; and

EXCEPT the West 55 feet thereof.

Together with an easement for ingress and egress over a portion of the North half of the North half of Section 18, Township 4 North, Range 1 West described as follows:

Beginning at the Northwest corner of said Section 18;

Thence South along the Wes line of said Section 18, 629.41 feet to the TRUE POINT OF BEGINNING;

Thence South 89 Degrees, 58 Minutes, 00 Seconds East, 3,213.18 feet to the East line of the Northeast quarter of the Northwest quarter of the Northeast quarter of said Section 18 and the right of way line of the Beardley Canal;

Thence South 40 Degrees, 43 Minutes, 01 Seconds West along said right of way line 79.20 feet to a point;

Thence North 89 Degrees, 58 Minutes, 00 Seconds West 3,161.51 feet to the West line of Section 18;

Thence North 60 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

Legal Description of the Public Right-of-Way

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION

A portion of that real property described in Warranty Deed 2019-301258, 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 659.00 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°45'53" East 140.02 feet;

Thence South 00°14'07" West 30.50 feet;

Thence North 89°45'53" West 41.92 feet;

Thence South 49°57'44" West 26.28 feet;

Thence South 00°10'21" West 236.78 feet to the south line of said real property;

Thence along said south line North 89°45'50" West 78.00 feet;

Thence North 00°10'21" East 284.26 feet to the POINT OF BEGINNING.

Containing 0.556 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



EXHIBIT "B"

NW COR
SEC 18
T4N, R1W

PINNACLE PEAK ROAD

163rd AVENUE

WEST L7 PROPERTY LINE

S00°10'21"W
659.00'

POB

L1

L2

L3

L4

CAREY & LAUREN
MORGAN
WD 2019-301258 M.C.R.
APN 503-57-008C

L5

L6

NORTH PROPERTY LINE

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°45'53"E	140.02
L2	S00°14'07"W	30.50'
L3	N89°45'53"W	41.92'
L4	S49°57'44"W	26.28'
L5	S00°10'21"W	236.78'
L6	N89°45'50"W	78.00'
L7	N00°10'21"E	284.26'



SCALE: 1"=100'



SOUTH PROPERTY LINE

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-0.556 ACRES +/-

2633.87'

W 1/4 COR
SEC 18
T4N, R1W

S00°10'21"W

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



Resolution 2024-112

Morgan PADA

City Council
August 06, 2024



VICINITY MAP



Agreement Obligations

- Owners
 - Dedication of the 3rd Lane of Right of Way for 163rd Avenue.
- City
 - Process the parcel annexation and rezoning request from Rural Residential (RR) to Commercial (C-2).



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Warranty Deed for dedication of right of way from Carey and Lauren Morgan along 163rd Avenue between Grand Avenue and Pat Tillman Boulevard.

Motion:

I move to accept the Warranty Deed from Carey and Lauren Morgan.

Background:

With the ADOT improvement of additional turn lanes at Grand and 163rd Avenues, the city has determined that 163rd Avenue needs to be widened to handle the additional traffic turning onto 163rd Avenue from Grand Avenue. The Right of Way being dedicated is in association with the roadway 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 3 northbound lanes.

Objective Analysis:

As this area continues to rapidly develop, additional lanes of travel 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 in the City will inevitably have a future impact as additional resources are needed to provide city services.

Budget Impact:

This right of way is needed for completion of the roadway widening project. The city will plan for future maintenance and operation when the roadway is in place and is accepted by the city.

FTE Impact:

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

ATTACHMENTS:

1. Morgan RW Warranty Deed
 2. Morgan ROW - CC 08.06.24
-

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)

WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged

CAREY AND LAUREN MORGAN, husband as wife("Grantor")

Do hereby convey to the City of Surprise, an Arizona municipal corporation, 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."

And I or We do warrant the title against any and all persons, subject only to those encumbrances or liens of record, or as above set forth, if any.

GRANTOR:

By: Carey Morgan

STATE OF Arizona)
) SS.
County of Maricopa)

By: Lauren Morgan

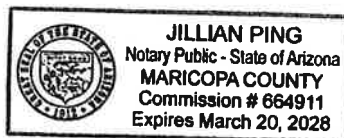
The foregoing instrument was acknowledged before me this 1st day of July, 2024, by Carey Morgan and Lauren Morgan

My commission expires:

03/10/2028

Notary Public:

[Signature]



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 _____, 202__, by _____, 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 Warranty Deed 2019-301258, 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 659.00 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°45'53" East 140.02 feet;

Thence South 00°14'07" West 30.50 feet;

Thence North 89°45'53" West 41.92 feet;

Thence South 49°57'44" West 26.28 feet;

Thence South 00°10'21" West 236.78 feet to the south line of said real property;

Thence along said south line North 89°45'50" West 78.00 feet;

Thence North 00°10'21" East 284.26 feet to the POINT OF BEGINNING.

Containing 0.556 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

NW COR
SEC 18
T4N, R1W

163rd AVENUE

POB

L7 PROPERTY LINE

WEST

S00°10'21"W 2633.87'

W 1/4 COR
SEC 18
T4N, R1W

L1

L2

L3

L4

L5

L6

CAREY & LAUREN
MORGAN
WD 2019-301258 M.C.R.
APN 503-57-008C

NORTH PROPERTY LINE

SCALE: 1"=100'

0 25 50 100

SOUTH PROPERTY LINE

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°45'53"E	140.02
L2	S00°14'07"W	30.50'
L3	N89°45'53"W	41.92'
L4	S49°57'44"W	26.28'
L5	S00°10'21"W	236.78'
L6	N89°45'50"W	78.00'
L7	N00°10'21"E	284.26'

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-0.556 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 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

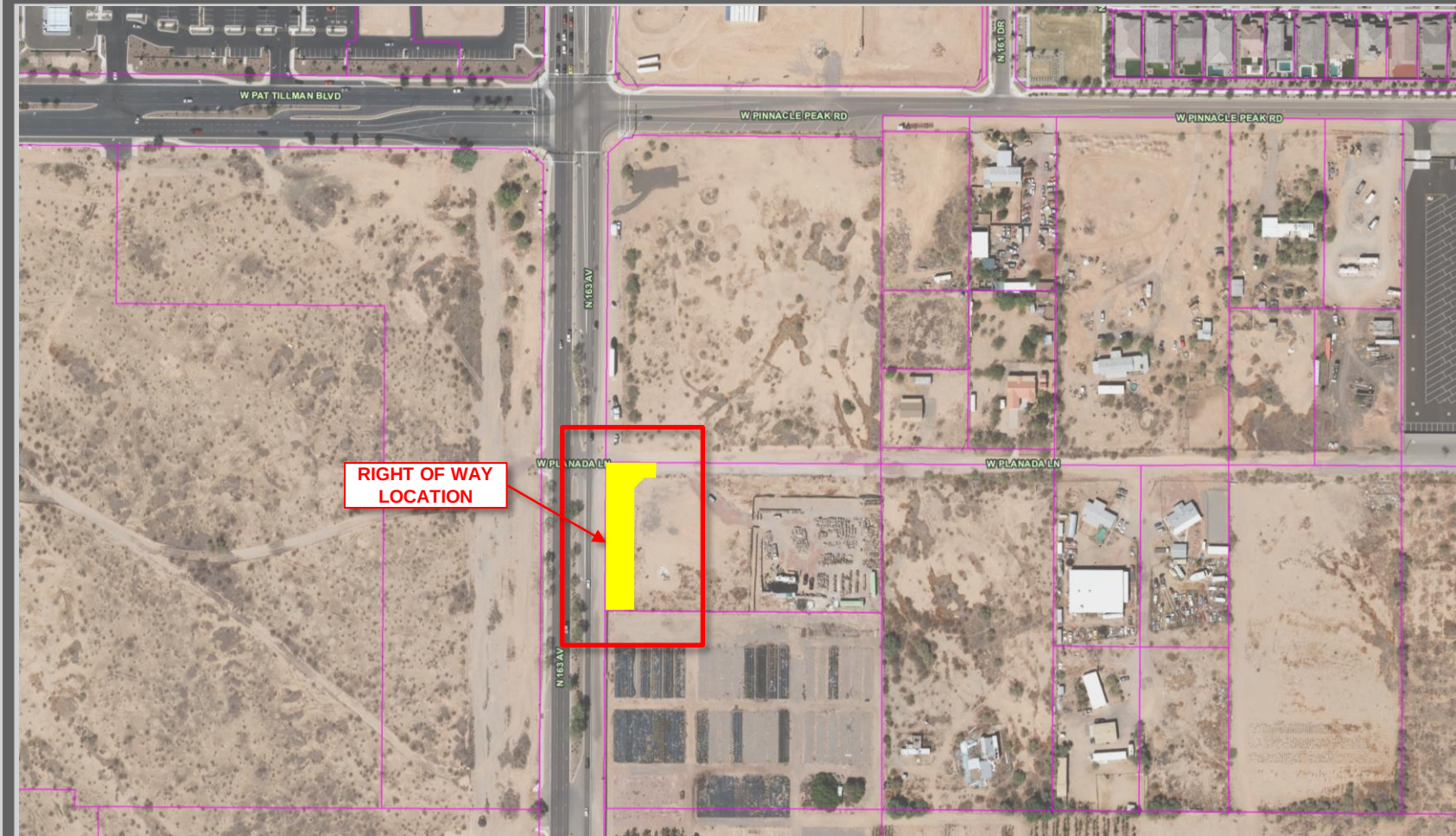
DATE 12-16-23

SHEET 1 OF 1



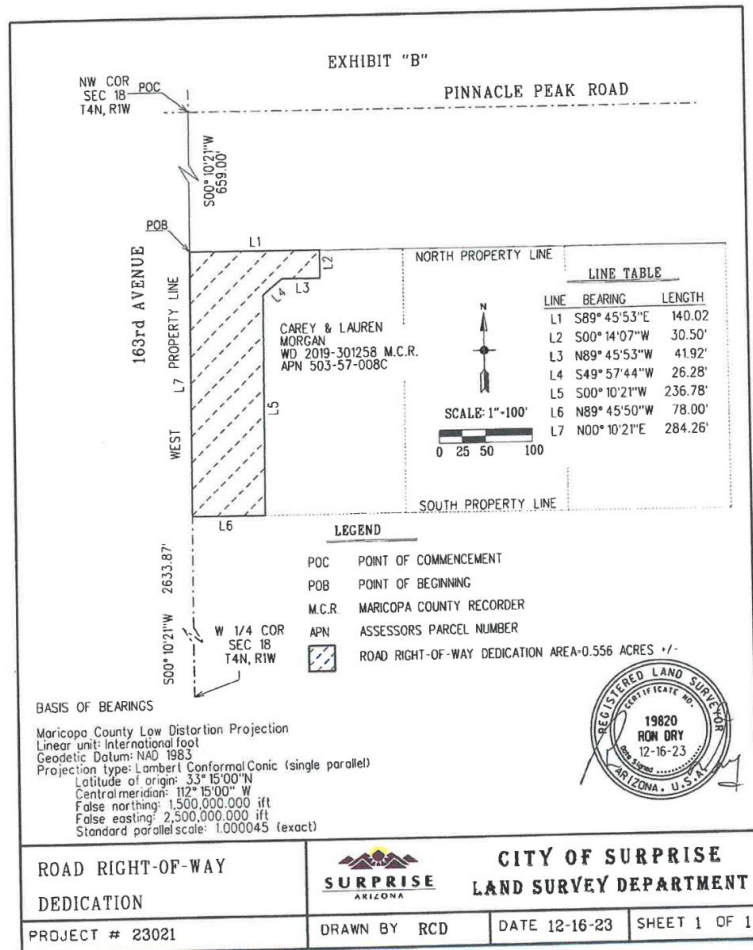
Morgan Right-of-Way Warranty Deed

City Council – August 6, 2024



VICINITY MAP







SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 6, 2024

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the adoption of a resolution authorizing all matters necessary to sell and issue General Obligation Bonds of the City; Resolution #2024-120.

Motion:

I move to approve Resolution #2024-120.

Background:

A special bond election was duly called and held in and for the City on November 7, 2023, the purpose of which was to authorize the Mayor and Council of the City to incur indebtedness in the form of general obligation bonds of the City for the purposes set forth in Title 35, Chapter 3, Article 3, Arizona Revised Statutes. In response to the questions presented at the special bond election, the majority of the votes cast at the special bond election were in favor of authorizing the Mayor and Council of the City to issue and sell \$100,000,000 in aggregate principal amount of general obligation bonds of the City. The first sale of this authorization is expected to be approximately \$30,000,000 in bond proceeds ("Series 2024 Bonds").

Objective Analysis:

This sale is consistent with the authorization of the electorate of the City of Surprise from the November 7, 2023 election.

Policy Compliant:

This action is consistent with City and Council policy.

Financial Impact:

The Series 2024 Bonds are structured to have annual principal and interest payments over approximately 20 years that will result in secondary property tax being assessed for debt service of \$.3880 per \$100 of net limited assessed property value and is intended to allow for the sale of the remaining authorized and unissued bonds in Fiscal Year 2027.

Budget Impact:

The Series 2024 Bonds will be repaid through secondary property taxes assessed in accordance with the repayment schedule established for the bonds. The first sale of this authorization is expected to be approximately \$30,000,000 in bond proceeds. Principal and interest payments will be made over the course of approximately 20 years. The first payment on the Series 2024 Bonds will be January 1, 2025.

FTE Impact:

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

ATTACHMENTS:

1. Surprise Series 2024 - POSDraft (Updated 8/2/24)
 2. Surprise GO 2024 - Bond Resolution(699837221.2) (Updated 8/5/24)
-

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST __, 2024

NEW ISSUE – BOOK-ENTRY-ONLY

RATINGS: See “RATINGS” herein

In the opinion of Bond Counsel, assuming the accuracy of certain representations and certifications and the continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Bonds (i) is excludable from gross income for federal income tax purposes and (ii) is exempt from income taxation under the laws of the State of Arizona. Further, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”), on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. See “TAX EXEMPTION” herein for a description of certain other federal tax consequences of ownership of the Bonds.



\$ _____
CITY OF SURPRISE, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2024

Dated: Date of Initial Delivery

Due: July 1, as shown on inside front cover page

The General Obligation Bonds, Series 2024 (the “Bonds”) of the City of Surprise, Arizona (the “City”), will be issued in the form of fully-registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). Beneficial ownership interests in the Bonds may be purchased in amounts of \$5,000 of principal due on a specific maturity date or integral multiples thereof. Purchasers will not receive certificates representing their beneficial ownership interests in the Bonds. A single fully-registered Bond, for each maturity of the Bonds, will be registered in the name of Cede & Co., on the registration books maintained by U.S. Bank Trust Company, National Association, the initial bond registrar and paying agent for the Bonds. DTC will be responsible for distributing the principal and interest payments to its direct and indirect participants who will, in turn, be responsible for distribution to the beneficial owners of the Bonds (the “Beneficial Owners”). All references herein (except under the heading “TAX EXEMPTION”) to owners of the Bonds will refer to Cede & Co. and not the Beneficial Owners. See APPENDIX D – “Book-Entry-Only System” herein.

The Bonds will mature on the dates and in the principal amounts and will bear interest from their date to their maturity or redemption prior to maturity as set forth on the inside front cover page. Interest on the Bonds will accrue from the date of initial authentication and delivery and will be payable semiannually on January 1 and July 1 of each year commencing on January 1, 2025, until maturity or redemption prior to maturity.

The Bonds will be subject to redemption prior to their stated maturity dates as described under the heading “THE BONDS – Redemption Provisions” herein.

The Bonds will be payable as to both principal and interest from a continuing, direct, annual *ad valorem* tax to be levied against all taxable property within the City, such tax to be levied without limitation as to rate or amount. See “THE BONDS – Security and Source of Payment” herein.

The Bonds are being issued for the purpose of (i) paying the costs of transportation and public safety projects, and (ii) paying the costs of issuance of the Bonds.

SEE MATURITY SCHEDULE ON INSIDE FRONT COVER PAGE

Electronic (via PARITY) unconditional bids for the purchase of the Bonds will be received by the City until 9:30 a.m., Mountain Standard/Pacific Daylight Time, on August 14, 2024, in accordance with the Notice Inviting Bids for the Purchase of Bonds (the “Notice”) unless such date is continued as provided in the Notice. Please refer to the Notice beginning on page (i) herein for additional information concerning bidding parameters and requirements for the purchase of the Bonds (including good faith deposit requirements).

The Bonds will be offered when, as and if issued by the City, subject to the approving opinion of Greenberg Traurig, LLP, Bond Counsel, as to validity and tax exemption and the approval of certain matters by Greenberg Traurig, LLP, as disclosure counsel. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about September 4, 2024.

This cover page contains only a brief description of the Bonds and the security therefor. It is not a summary of material information with respect to the Bonds. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Bonds.

* Subject to change. See “MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT” in the Notice.



\$ _____ *

CITY OF SURPRISE, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2024

MATURITY SCHEDULE*

Maturity (July 1)	Principal Amount	Interest Rate	Yield	CUSIP®** (Base No. 868880)
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				

* Subject to change. See “MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT” in the Notice.

** CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (“CGS”) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2024 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Financial Advisor, Bond Counsel or their agents or counsel assumes responsibility for the accuracy of such numbers.



CITY OF SURPRISE, ARIZONA
Incorporated 1960

MAYOR AND CITY COUNCIL

Skip Hall, Mayor
Nick Haney, Vice Mayor
Aly Cline, Councilmember
Patrick Duffy, Councilmember
Ken Remley, Councilmember
Jack Hastings, Councilmember
Chris Judd, Councilmember

ADMINISTRATIVE OFFICERS

Bob Wingenroth, City Manager
Tracy Montgomery, Assistant City Manager
Andrea Davis, Chief Financial Officer/Deputy City Manager
Erick Martin, Assistant Finance Director
Robert Wingo, City Attorney
Kristi Passarelli, City Clerk

BOND AND DISCLOSURE COUNSEL

Greenberg Traurig, LLP
Phoenix, Arizona

FINANCIAL ADVISOR

Columbia Capital Management, LLC.
Phoenix, Arizona

BOND REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the City of Surprise, Arizona (the “City”) or Columbia Capital Management, LLC (the “Financial Advisor”) to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor will there be any sale of the City’s General Obligation Bonds, Series 2024 (the “Bonds”) by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth in this Official Statement, which includes the cover page, inside front cover page and appendices hereto, has been obtained from the City, the Arizona Department of Revenue, the Assessor, the Finance Department and the Treasurer of Maricopa County, Arizona, and other sources that are considered to be accurate and reliable and customarily relied upon in the preparation of similar official statements, but information other than that obtained from official records of the City has not been independently confirmed or verified by the City or the Financial Advisor, is not guaranteed as to accuracy or completeness, and is not to be construed as the promise or guarantee of the City or the Financial Advisor.

None of the City, the Financial Advisor or Bond Counsel (as defined herein) are actuaries. None of them have performed any actuarial or other analysis of the City’s share of the unfunded liabilities of the Arizona State Retirement System, the Public Safety Personnel Retirement System or the Elected Officials Retirement Plan.

The presentation of information, including tables of receipts from taxes and other sources, shows recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are “forward looking statements” that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the City has been identified by source and has not been independently confirmed or verified by the City or the Financial Advisor and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the City or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon the exemptions provided thereunder by Sections 3(a)(2) and 3(a)(12), respectively, pertaining to the issuance and sale of municipal securities, and will not be qualified under the Securities Act of Arizona in reliance upon various exemptions contained in such Act. Neither the Securities and Exchange Commission (“SEC”) nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of the Official Statement or approved the Bonds for sale.

The information in APPENDIX D – “Book-Entry-Only System” has been furnished by The Depository Trust Company and no representation is made by the City or any of its counsel or agents, as to the accuracy or completeness of such information.

The City will undertake to provide continuing disclosure as described in this Official Statement under the heading “CONTINUING DISCLOSURE” and in APPENDIX F – “Form of Continuing Disclosure Undertaking,” all pursuant to Rule 15c2-12 of the SEC.

References to website addresses presented herein are for information purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the SEC.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

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\$ _____ *

CITY OF SURPRISE, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2024

NOTICE INVITING BIDS FOR THE PURCHASE OF BONDS
(Electronic Bidding Only)

NOTICE IS HEREBY GIVEN that unconditional bids will be received to and including the hour of 9:30 a.m., Mountain Standard/Pacific Daylight Time, on August [], 2024, by the Mayor and Council of the City of Surprise, Arizona (the “City”) for the purchase of all, but not less than all, of the captioned Bonds of the City in the principal amount of \$ _____*, to be designated “City of Surprise, Arizona General Obligation Bonds, Series 2024” (the “Bonds”) as electronic bids using the facilities of PARITY® (“PARITY”). For purposes of the bids received through the electronic bid process, the time as maintained by PARITY shall constitute the official time.

The City reserves the right to cancel or reschedule the sale of the Bonds or alter the terms thereof upon notice given through PARITY at www.ipreo.com at any time prior to the time bids are to be received. If no legal bid or bids are received for the Bonds on said date (or such later date as is established as provided herein) at the time specified, bids will be received for the Bonds on such other date and at such other time as shall be designated through PARITY as soon as practicable. As an accommodation to the bidders, telephonic, telecopied or emailed notice of the postponement of the sale date or dates or of a change in the principal payment schedule will be given to any bidder who has requested such notice of the City’s Financial Advisor, Columbia Capital Management, LLC (the “Financial Advisor”), Jim Stricklin (email: jstricklin@columbiacapital.com; telephone: (602) 345-9239) and Khaleen Dwyer (email: kdwyer@columbiacapital.com; telephone: (913) 312-8068). Failure of any bidder to receive such telephonic, telecopied or emailed notice shall not affect the legality of the sale.

Any prospective purchaser that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. The normal fee for the use of PARITY may be obtained from PARITY, and such fee will be the responsibility of those submitting bids. All bids must be submitted on the official bid form that resides on the PARITY system (the “Official Bid Form”), without alteration or interlineation. All electronic bids must be submitted by 9:30 a.m., Mountain Standard/Pacific Daylight Time, on August [], 2024. Subscription to i-Deal’s BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. Representatives of the City will not confirm any subscription nor be responsible for the failure of any prospective purchaser to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this Notice Inviting Bids for the Purchase of Bonds (this “Notice”) and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the City. Neither the City nor the Financial Advisor shall be responsible for any malfunction or mistake made by, or as a result of, the use of the facilities of PARITY, the use of such facilities being the sole risk of the bidder.

If any provisions of this Notice shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Notice shall control. All electronic bids will be deemed to incorporate the provisions of this Notice and the Official Bid Form. Further information about PARITY, including any fee charged, may be obtained from IPREO at 1359 Broadway, 2nd Floor, New York, New York 10018, Attention: Customer Support (212) 849-5021 and from the following website: www.newissuehome.i-deal.com.

For information purposes only, bidders are requested to state in their electronic bid the “true interest cost” as

* Subject to change. See “MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT” in the Notice.

described under “AWARD AND DELIVERY” herein.

THE BONDS

The Bonds will be dated the date of initial delivery. Interest on the Bonds shall be payable semiannually on January 1 and July 1 of each year, beginning January 1, 2025. The Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the Bonds through its book-entry system. Purchases of beneficial ownership interests in the Bonds will be made in book-entry form in amounts of \$5,000 of principal due on a specific maturity date, or any integral multiple thereof. Purchasers will not receive certificates representing their beneficial interests in the Bonds. The principal of and interest on the Bonds will be paid by U.S. Bank Trust Company, National Association, as the Bond Registrar and Paying Agent for the Bonds (the “Bond Registrar and Paying Agent”), to Cede & Co., as long as Cede & Co. is the registered owner of the Bonds. Disbursement of such payments to the DTC Participants is the responsibility of DTC, and disbursement of such payments to the purchasers of beneficial ownership interests in the Bonds is the responsibility of DTC Participants and Indirect Participants, as more fully described in the preliminary official statement relating to the Bonds (the “Preliminary Official Statement”).

Except as otherwise provided under “MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT” the Bonds will mature on July 1 in each of the years and in the amounts as follows (the “Maturity Schedule”):*

<u>Maturity (July 1)</u>	<u>Principal Amount</u>	<u>Maturity (July 1)</u>	<u>Principal Amount</u>
2025	\$[]	2035	\$[]
2026	[]	2036	[]
2027	[]	2037	[]
2028	[]	2038	[]
2029	[]	2039	[]
2030	[]	2040	[]
2031	[]	2041	[]
2032	[]	2042	[]
2033	[]	2043	[]
2034	[]	2044	[]

MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT

The preliminary aggregate principal amount of the Bonds and the preliminary principal amount of each annual principal payment for the Bonds as set forth in this Notice (collectively, the “Preliminary Amounts”) may be revised before the receipt of electronic bids for their purchase (such revised amounts referred to, collectively, as the “Revised Amounts”). ANY SUCH REVISIONS WILL BE PUBLISHED ON PARITY NOT LATER THAN 5:00 P.M., MOUNTAIN STANDARD/PACIFIC DAYLIGHT TIME, ON THE LAST BUSINESS DAY PRIOR TO THE DATE OF SALE. In the event that no such revisions are made, the Preliminary Amounts will constitute the Revised Amounts. Bidders shall submit bids based on the Revised Amounts, and the Revised Amounts will be used to compare bids and select the winning bidder.

Furthermore, if after final computation of the bids, it is determined that the funds necessary to accomplish

* Subject to change. See “MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT” in the Notice.

the purpose of the Bonds are more or less than the proceeds of the sale of all of the Bonds, the City reserves the right to increase or decrease the aggregate principal amount of the Bonds, by no more than ten percent (10%) of the aggregate principal amount actually bid for the Bonds, or such other lesser or greater amount as approved by the winning bidder, and reserves the right to increase or decrease the principal amount within a given maturity of the Bonds without limit (to be rounded to the nearest \$5,000).

As promptly as reasonably possible after the bids are received, the City will notify the winning bidder, if and when award is made, and such entity, upon such notice, shall advise the City of the initial reoffering prices to the public of each maturity of the Bonds (the "Initial Reoffering Prices"). The Initial Reoffering Prices, among other things, will be used by the City to calculate the final principal amount of each annual principal payment for the Bonds (the "Final Aggregate Principal Amount" and the "Final Principal Amount" of each annual payment, respectively; collectively, the "Final Amounts") to accommodate the objectives of the City. THE WINNING BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES PROPOSED OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE REVISED AMOUNTS. The dollar amount bid by such entity will be adjusted to reflect changes in the dollar amount of the underwriter's discount and the original issue discount/premium, if any, but will not change the compensation per \$1,000 of aggregate par amount of Bonds from the compensation that would have been received based on the purchase price in the successful bid and the Initial Reoffering Prices. The Final Amounts will be communicated to such entity as soon as possible, but not later than 3:00 p.m. Mountain Standard/Pacific Daylight Time, on the date of the sale.

REDEMPTION PROVISIONS

Optional Redemption. The Bonds maturing before or on July 1, 2034, will not be subject to redemption prior to maturity. The Bonds maturing on or after July 1, 2035, will be subject to optional redemption prior to maturity in whole or in part on any date on or after July 1, 2034, by the payment of a redemption price equal to the principal amount of each such Bond redeemed plus interest accrued to the date fixed for redemption, without premium.

Notice of Redemption. Not more than 45 days, nor less than 30 days before any redemption date, the Bond Registrar and Paying Agent will cause a notice of any such redemption to be provided to DTC as further described in the Preliminary Official Statement. Such notice may provide that the redemption is conditional upon moneys for payment of the redemption price being held in separate accounts by the Bond Registrar and Paying Agent.

AUTHORITY AND PURPOSE

The Bonds will be issued pursuant to the Constitution and laws of the State of Arizona, including particularly Title 35, Chapter 3, Article 3, Arizona Revised Statutes, and a resolution adopted by the Mayor and Council of the City on August 7, 2024 (the "Bond Resolution"). The Bonds are being issued for the purpose of (i) paying the costs of transportation and public safety projects, and (ii) paying the costs of issuance of the Bonds. The Bonds will constitute a portion of the bonds authorized by the qualified electors of the City voting at a special bond election held on November 7, 2023 (the "Election").

SECURITY AND SOURCES OF PAYMENT

The Bonds will be payable as to both principal and interest from a continuing, direct, annual *ad valorem* tax to be levied against all taxable property within the City, such tax to be levied without limitation as to rate or amount. Such tax is to be levied, assessed and collected as other taxes of the City, in an amount sufficient to pay the interest on all the Bonds then outstanding and installments of the principal of the Bonds becoming due and payable in the ensuing year.

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from *ad valorem* taxes on taxable property in the City and the owners of such Bonds shall

thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

BID DETAILS AND PARAMETERS

Form of Bids. Bids for the Bonds must be unconditional, and for not less than the entire offering of the Bonds. By submitting a bid, each bidder agrees to all of the terms and conditions of this Notice (including any amendments issued by the City through PARITY and i-Deal Prospectus). Bids must be submitted electronically PARITY. Bids may not be withdrawn or revised after the time that bids are due.

Interest Rates Bid. Interest on the Bonds is payable commencing on January 1, 2025, and thereafter on July 1 and January 1 of each year. Interest is calculated on the basis of a 30-day month and 360-day year from the date of the Bonds. Bids may specify any number of interest rates in multiples of one-eighth of one percent (1/8 of 1 percent) or one-twentieth of one percent (1/20 of 1 percent). All Bonds of the same maturity must bear interest at the same rate and no Bond shall bear interest at more than one rate. No rate of interest may exceed 5.0%. A maximum coupon difference of 2.0% will be considered.

Premium and Discount. No bid will be considered for a price that is less than 100 percent or more than 125 percent of the aggregate par value of the Bonds.

ESTABLISHMENT OF ISSUE PRICE*

(a) The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on the date of issuance of the Bonds (the “Closing Date”) an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached as the Exhibit to this Notice, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, the Financial Advisor, and Greenberg Traurig, LLP (“Bond Counsel”). All actions to be taken by the City under this Notice to establish the issue price of the Bonds may be taken on behalf of the City by the Financial Advisor, and any notice or report to be provided to the City may be provided to the Financial Advisor.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the City shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer in conformance with this Notice to purchase the Bonds at a price that produces the lowest true interest cost to the City, as set forth in this Notice under the heading “AWARD AND DELIVERY.”

Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds, as specified

* Note: 10% test of hold-the-offering price rule may apply if competitive sale requirements are not satisfied.

in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by- maturity basis (and if different rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering- price rule in order to establish the issue price of the Bonds.

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity provided that the winning bidder’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.

(f) The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker- dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable

for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(g) By submitting a bid, each bidder confirms that:

(1) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires,

(B) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(2) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

(h) Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice. Further, for purposes of this Notice:

- (1) “public” means any person other than an underwriter or a related party,
- (2) “underwriter” means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),
- (3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) at least 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) “sale date” means the date that the Bonds are awarded by the City to the winning bidder.

RIGHT OF REJECTION

The Mayor and Council of the City or their designees reserve the right to reject any and all bids and to waive any irregularity or informality in any bid, except that the time for receiving bids shall be of the essence.

AWARD AND DELIVERY

Unless all bids are rejected or the receipt of bids is continued, the award of the Bonds will be made not later than 3:00 p.m., Mountain Standard/Pacific Daylight Time, on August [], 2024. The Bonds will be sold to the bidder submitting a bid in conformance with this Notice that produces the lowest true interest cost to the City, based on the bid price, the interest rates specified in the bid and the principal amounts identified in this Notice. The true interest cost will be the rate necessary, on a 30/360 basis and semiannual compounding, to discount the debt service payments from the payment dates to the date of the Bonds and to the price bid. The true interest cost calculations will be performed by Parity and the Financial Advisor, and the City will base its determination of the best bid solely on such calculations. (See “BID DETAILS AND PARAMETERS.”) Delivery of the Bonds will be made to the purchaser through the facilities of DTC upon payment in federal or immediately available funds, at the offices of Bond Counsel, or, at the purchaser’s request and expense, at any other place mutually agreeable to both the City and the purchaser. The closing of the sale of the Bonds will be on or about September [4], 2024, or on such other date as is mutually agreed upon.

CANCELLATION

Pursuant to Arizona law, if within three years from the award of the contract for the purchase of the Bonds any person who was significantly involved in initiating, negotiating, securing, drafting or creating a contract for the purchase of the Bonds on behalf of the City becomes an employee or agent of the entity to which the Bonds are awarded in any capacity or a consultant to such entity with respect to the contract for the purchase of the Bonds, the City may cancel the award of the contract without penalty or further obligation by the City and refuse to deliver the Bonds to such entity. In addition to such cancellation, if such person becomes an employee or agent of such entity with respect to the contract for the purchase of the Bonds, the City may recoup any fees or commissions paid or due to such entity with respect to the award to such entity and the actual sale of the Bonds.

GOOD FAITH DEPOSIT

The winning bidder for the Bonds shall deliver a good faith deposit in the amount of \$[400,000] to the City, as instructed by the City. The good faith deposit must be paid by federal funds wire transfer delivered no later than four hours following the winning bidder's receipt of the verbal award. Wiring instructions will be provided to the winning bidder at the time of the verbal award. If not so received, the bid of the lowest bidder will be rejected and the City may direct the second lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Bonds to the same. The good faith deposit will be retained by the City as security for the performance of the winning bidder and shall be applied to the purchase price of the Bonds upon delivery of the Bonds to the winning bidder. Pending delivery of the Bonds, the good faith deposit may be invested for the sole benefit of the City. If the Bonds are ready for delivery and the winning bidder fails or neglects to complete the purchase within 30 days following acceptance of its bid, the good faith deposit shall be retained by the City as reasonable liquidated damages, and not as a penalty.

Such retention will constitute a full release and discharge of all claims by the City against the winning bidder and, in that event, the City may call for additional bids. The City's actual damages may be higher or lower than the amount of such good faith deposit. Such amount constitutes a good faith estimate of the City's actual damages. Each bidder waives the right to claim that actual damages arising from such default are less than such amount.

LEGAL OPINION

The Bonds are sold with the understanding that the City will furnish the purchaser with the approving opinion of Bond Counsel. Bond Counsel has been retained by the City to render its opinion only upon the legality of the Bonds under Arizona law and on the exemption of the interest income on such Bonds from federal and State of Arizona income taxes, the delivery of said opinion being a condition precedent to the delivery of the Bonds and the purchase thereof. (See "TAX EXEMPTION.") The fees of Bond Counsel will be paid from proceeds of the sale of the Bonds. Except to the extent necessary to issue its approving opinion as to validity of the Bonds, Bond Counsel has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the Bonds, the bidder agrees to the representation of the City by Bond Counsel. Certain legal matters will be passed upon for the City by Greenberg Traurig, LLP, as disclosure counsel. See "LEGAL MATTERS" in the Preliminary Official Statement and Appendix E – "Proposed Form of Approving Legal Opinion" to the Preliminary Official Statement.

TAX EXEMPTION

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the City must continue to meet after the issuance of the Bonds in order that the interest on the Bonds be and remain excludable from gross income for federal income tax purposes. The City's failure to meet these requirements may cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. The City has covenanted in the Bond Resolution to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

In the opinion of Bond Counsel to be rendered with respect to the Bonds on the date of issuance of the Bonds, assuming the accuracy of certain representations and certifications of the City and continuing compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the interest on the Bonds will be excludable from gross income of the owners thereof for federal income tax purposes. Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. Bond Counsel is further of the opinion that the interest on the Bonds will be exempt from income taxation under the laws of the State of Arizona.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Bonds, or the ownership or disposition of the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of the Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Bonds, (iii) the inclusion of the interest on the Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, (v) the inclusion of interest on the Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits, (vi) net gain realized upon the sale or other disposition of property such as the Bonds generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates, and (vii) receipt of certain investment income, including interest on the Bonds, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors as to the impact of these and any other tax consequences.

See "TAX EXEMPTION" in the Preliminary Official Statement.

CERTIFICATES TO BE DELIVERED

In connection with the initial issuance of the Bonds, representatives of the City will deliver a certificate certifying that no litigation is pending affecting the sale and issuance of the Bonds, an arbitrage certificate covering its expectations concerning the use of proceeds from the sale of the Bonds and related matters and a certificate regarding the accuracy of the hereinafter described final official statement for the Bonds.

CUSIP IDENTIFICATION NUMBERS

It is anticipated that CUSIP identification numbers will be printed on the Bonds; however, neither the failure to print CUSIP numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds. The Financial Advisor will obtain CUSIP numbers. The charge of the CUSIP Service Bureau shall be paid by the City.

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL; DELIVERY OF OFFICIAL STATEMENT

The City deems the Preliminary Official Statement to be final as of its date, except for the omission of the offering prices or yields, the interest rates and any other terms or provisions required by the City to be specified in bids for the Bonds, and other terms of the Bonds depending on such matters. The entity awarded the Bonds shall supply the Finance Director of the City, within 24 hours after the award of the Bonds, all necessary pricing information and any underwriter identification necessary to complete the final official statement to be used in connection with the sale of the Bonds.

Promptly after receiving such information, the City will prepare such final official statement in substantially

the same form as the Preliminary Official Statement, subject to any amendments which the City believes should be made in such final official statement.

The City will provide the winning bidder with such final official statements within seven (7) business days of the award of the Bonds. Such final official statements will be provided to the winning bidder electronically. No hard copies of such final official statement will be provided to the winning bidder.

CONTINUING DISCLOSURE

The City, as the “obligated person” with respect to the Bonds, will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the City by not later than the first business day of February in each year commencing February 1, 2025 (the “Annual Reports”), and to provide notices of the occurrence of certain enumerated events (the “Notices of Listed Events”). The Annual Reports and the Notices of Listed Events will be filed by the City through the Electronic Municipal Market Access System. These covenants will be made in order to assist the purchaser in complying with the Securities and Exchange Commission Rule 15c2-12(b)(5) (the “Rule”), and the form of the undertaking necessary pursuant to the Rule is included as Appendix F – “Form of Continuing Disclosure Undertaking” to the Preliminary Official Statement. Pursuant to Arizona Law, the ability of the City to comply with such covenants will be subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants. A failure by the City to comply with these covenants, including due to failure to appropriate for such purposes, must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. See “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

FURTHER INFORMATION

Further information, including copies of the Bond Resolution and the Preliminary Official Statement, may be obtained from the City of Surprise, Arizona Finance Director at (623) 222-1853, or from Columbia Capital Management, LLC, Financial Advisor to the City at (602) 345-9239.

DATED: **11**, 2024

/s/ Erick Martin
Assistant Finance Director
City of Surprise, Arizona

EXHIBIT TO NOTICE

ISSUE PRICE CERTIFICATE

\$____,000*
CITY OF SURPRISE, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2024

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] [“(SHORT NAME OF UNDERWRITER)”] [(the “Representative”)] [, on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”)] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

[Alternative 1-Competitive Sale Rule applies]

1. **[Reasonably Expected Initial Offering Price.]**

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.]

[Alternatives 2-4 are available choices if Alternative 1 does not apply] [Note that Alternative 3 [where two rules apply] involves portions of Sections 1, 2(a) and 2(b) and Alternative 4 involves portions of 2(a) and 2(b)]

1. ***Sale of the Bonds.*** **[Alternative 2 – All Maturities Use General Rule:** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.][**Alternative 3 – Select Maturities Use General Rule: *Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

2. **[Initial Offering Price of the [Bonds]/[Hold-the-Offering-Price Maturities]].**

(a) **[Alternative 4 – All Maturities Use Hold-the-Offering-Price Rule:** [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.][**Alternative 3 – Select Maturities Use Hold-the-Offering-Price Rule:** [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered the Hold- the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

* Subject to change. See “MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT.”

(b) **[Alternative 4 – All Maturities use Hold-the-Offering-Price Rule:** As set forth in the Notice Inviting Bids for the Purchase of Bonds and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Bonds, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.] **[Alternative 3 - Select Maturities Use Hold-the-Offering-Price Rule:** As set forth in the Notice Inviting Bids for the Purchase of Bonds and bid award, [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

[2.][3.] **Total Issue Price.** The total of the issue prices of all the Maturities is \$.....

[2.][4.] **Defined Terms.**

[(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”]

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

[(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Hold-the- Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering- Price Maturity.]

(a) *Issuer* means the City of Surprise, Arizona.

(b) *Maturity* means the Bonds with the same credit and payment terms. The Bonds with different maturity dates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of the Bonds generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) The *Sale Date* of the Bonds is August __, 2024.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER/REPRESENTATIVE]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate Relating To Federal Tax Matters of the Issuer and with respect to compliance with the federal income tax rules affecting the Bonds, and by Greenberg Traurig, LLP, as bond counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER/REPRESENTATIVE]

By:.....
Authorized Representative

Dated:, 2024

SCHEDULE A
[EXPECTED OFFERING PRICES] [SALE PRICES]
(ATTACHED)

SCHEDULE B
[COPY OF UNDERWRITER'S BID] (ATTACHED)



OFFICIAL STATEMENT

\$ _____ *

CITY OF SURPRISE, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2024

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, inside front cover page and Appendices hereto, sets forth information concerning the offering by the City of Surprise, Arizona (the “City”) of its General Obligation Bonds, Series 2024 (the “Bonds”) in the aggregate principal amount of \$_____,000*. See APPENDIX A – “City of Surprise, Arizona – General Economic and Demographic Information,” APPENDIX B – “City of Surprise, Arizona – Financial Information” and APPENDIX C – “City of Surprise, Arizona – Audited Financial Statements for the Fiscal Year Ended June 30, 2023” for certain information regarding the City.

Reference to provisions of State of Arizona (the “State” or “Arizona”) law, whether codified in the Arizona Revised Statutes or uncoded, or of the Arizona Constitution, are references to those current provisions. The provisions may be amended, repealed or supplemented.

THE BONDS

Authorization and Uses of Funds

The Bonds will be issued pursuant to the Constitution and laws of the State, including particularly Title 35, Chapter 3, Article 3, Arizona Revised Statutes, a vote of the qualified electors of the City at an election held on November 7, 2023 (the “Election”), and a resolution authorizing issuance of the Bonds adopted by the Mayor and Council of the City on August 1, 2024 (the “Bond Resolution”). The Bonds are being issued for the purpose of (i) paying the costs of transportation and public safety projects, and (ii) paying the costs of issuance of the Bonds.

The Bonds represent an initial issuance installment of an aggregate voted principal amount of \$100,000,000 of general obligation bonds approved at the Election. After the issuance of the Bonds, the City will have a total of \$_____ remaining authorized but unissued bonds from the Election. Additional general obligation bonds may be authorized at future bond elections in the City. See “STATEMENTS OF INDEBTEDNESS – Direct General Obligation Bonded Debt to be Outstanding” in APPENDIX B – “City of Surprise, Arizona – Financial Information” for information concerning the City’s currently outstanding bonds, which are payable from the same source as the Bonds.

Terms of the Bonds - Generally

The Bonds will be available in book-entry-only form through the book-entry system of The Depository Trust Company, New York, New York (“DTC”). Beneficial ownership interests in the Bonds may be purchased through direct and indirect participants of DTC in amounts of \$5,000 of principal due on a specific maturity date or integral multiples thereof. See APPENDIX D – “Book-Entry-Only System.” The Bonds will mature on the dates and in the principal amounts and will bear interest from their date until their stated maturity or redemption prior to maturity at the rates set forth on the inside front cover page of this Official Statement. Interest on the Bonds will be payable semiannually on each January 1 and July 1, commencing January 1, 2025, until maturity or redemption prior to maturity.

See “TAX EXEMPTION” herein for a discussion of the treatment of interest on the Bonds for federal and State income tax purposes.

* Subject to change. See “MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT” in the Notice.

U.S. Bank Trust Company, National Association will serve as the initial bond registrar, transfer agent and paying agent (the “Bond Registrar and Paying Agent”) for the Bonds. The City may change the Bond Registrar and Paying Agent without notice to or consent of the owners of the Bonds.

Security and Source of Payment

The Bonds will be payable as to principal and interest from a continuing, direct, annual, *ad valorem* tax to be levied against all of the taxable property within the boundaries of the City. The Bonds will be payable from such tax without limit as to rate or amount. Such tax is to be levied, assessed and collected as other taxes of the City, in an amount sufficient to pay the interest on all the Bonds then outstanding and installments of the principal of the Bonds becoming due and payable in the ensuing year.

Defeasance

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States of America (“Defeasance Obligations”) or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from *ad valorem* taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

Redemption Provisions

Optional Redemption. The Bonds maturing before or on July 1, 2034, will not be subject to redemption prior to maturity. The Bonds maturing on or after July 1, 2035, will be subject to optional redemption prior to maturity in whole or in part on any date on or after July 1, 2034, by the payment of a redemption price equal to the principal amount of each such Bond redeemed plus interest accrued to the date fixed for redemption, without premium.

Notice of Redemption. Notice of redemption will be sent to DTC in the manner required by DTC no fewer than 30 and no more than 45 days prior to the date set for redemption. Such notice may provide that the redemption is conditional upon moneys for payment of the redemption price being held in separate accounts by the Bond Registrar and Paying Agent. See APPENDIX D – “Book-Entry-Only System.”

SOURCES AND USES OF FUNDS

The proceeds from the sale of the Bonds will be applied as follows:

Sources of Funds:

Principal Amount of the Bonds	\$____,000.00*
[Net] Original Issue Premium	_____
Total Sources	=====

Uses of Funds:

Payment of Costs of the Projects	
Payment of Interest on the Bonds	
Payment of Costs of Issuance (a)	_____
Total Uses	=====

* Subject to change. See “MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT” in the Notice.

ESTIMATED DEBT SERVICE REQUIREMENTS

TABLE 1 sets forth the (i) annual debt service on the outstanding general obligation bonds of the City, (ii) estimated annual debt service on the Bonds, and (iii) total estimated annual debt service on all general obligation bonds of the City to be outstanding after issuance of the Bonds.

TABLE 1*

Estimated Debt Service Requirements

<u>Fiscal Year</u>	<u>Outstanding General Obligation Bond Debt Service</u>		<u>Plus: The Bonds**</u>		<u>Total General Obligation Bond Debt Service</u>		<u>Total</u>
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	
2025	\$ 4,045,000	\$ 1,357,894	\$ -	\$ -	\$ -	\$ -	\$ -
2026	4,330,000	1,181,444	-	-	-	-	-
2027	4,630,000	992,844	-	-	-	-	-
2028	1,960,000	791,444	-	-	-	-	-
2029	1,785,000	696,044	-	-	-	-	-
2030	1,855,000	624,644	-	-	-	-	-
2031	1,910,000	568,994	-	-	-	-	-
2032	1,985,000	492,594	-	-	-	-	-
2033	2,045,000	433,044	-	-	-	-	-
2034	2,110,000	371,694	-	-	-	-	-
2035	2,175,000	305,756	-	-	-	-	-
2036	2,245,000	235,069	-	-	-	-	-
2037	2,320,000	159,300	-	-	-	-	-
2038	2,400,000	81,000	-	-	-	-	-
2039	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-
Total	\$ 35,795,000	\$ 8,291,765					

* Debt service due on July 1 is shown as occurring in the immediately preceding fiscal year ended June 30, consistent with the City's audited financial statements.

** [Estimated debt service for the Bonds has been provided by the Financial Advisor.] The first interest payment on the Bonds will be due January 1, 2025. Thereafter, interest payments will be made semiannually on July 1 and January 1 until maturity. Subject to change. See "MODIFICATION of MATURITY SCHEDULE AND PAR AMOUNT" in the Notice.

LITIGATION

Appropriate representatives of the City will certify that no litigation or administrative action or proceeding is pending or, to their knowledge, threatened, restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be issued, secured, sold, executed or delivered, or the validity of the Bonds.

The City is party to various lawsuits and other claims incidental to the ordinary course of its operations. The City's management believes, based on the advice of the City Attorney, that the resolution of such matters will not have a materially adverse effect on the City's financial position. Certificates of appropriate representatives of the City to that effect will be delivered at the time of the delivery of the Bonds.

CYBERSECURITY

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. United States government agencies have in the past issued warnings indicating that critical infrastructure sectors such as water systems may be specific targets of cybersecurity threats.

The City believes it has taken reasonable steps to protect against and mitigate the adverse effects of cyberattacks, including steps to harden its cybersecurity and provide training for employees in cyber awareness and the use of the City's digital networks and systems. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City.

LEGAL MATTERS

Legal matters incident to the authorization, sale and issuance by the City of the Bonds and with regard to the tax-exempt status thereof will be passed upon by Greenberg Traurig, LLP, Phoenix, Arizona, as Bond Counsel. Certain legal matters will be passed upon by Greenberg Traurig, LLP, Phoenix, Arizona, as disclosure counsel.

The proposed text of the legal opinion of Bond Counsel is set forth as APPENDIX E – "Proposed Form of Approving Legal Opinion." The legal opinion to be delivered may vary from the text of APPENDIX E – "Proposed Form of Approving Legal Opinion" if necessary to reflect the facts and law existing on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and nonfinancial, affecting the operations of municipalities which could have a material effect on the City and could adversely affect the secondary market value or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

The legal opinions to be delivered concurrently with the delivery of the Bonds will express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein dated and speaking only as of the date of delivery of the Bonds. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX EXEMPTION

General

The Internal Revenue Code of 1986, as amended (the “Code”), includes requirements which the City must continue to meet after the issuance of the Bonds in order that the interest on the Bonds be and remain excludable from gross income for federal income tax purposes. The City’s failure to meet these requirements may cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. The City has covenanted in the Bond Resolution to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

In the opinion of Bond Counsel, assuming the accuracy of certain representations and certifications of the City and continuing compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the interest on the Bonds will be excludable from gross income of the owners thereof for federal income tax purposes. Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. Bond Counsel is further of the opinion that the interest on the Bonds will be exempt from income taxation under the laws of the State. Bond Counsel will express no opinion as to any other tax consequences regarding the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors as to the status of interest on the Bonds under the tax laws of any state other than the State.

The above opinion on federal tax matters with respect to the Bonds will be based on and will assume the accuracy of certain representations and certifications of the City, and compliance with certain covenants of the City to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Bonds will be and will remain obligations the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other consequences regarding the Bonds.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Bonds, or the ownership or disposition of the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of the Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Bonds, (iii) the inclusion of the interest on the Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, (v) the inclusion of interest on the Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits, (vi) net gain realized upon the sale or other disposition of property such as the Bonds generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates, and (vii) receipt of certain investment income, including interest on the Bonds, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors as to the impact of these other tax consequences.

Bond Counsel’s opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel’s attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel’s opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel’s professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Discount and Original Issue Premium

Certain of the Bonds (“Discount Bonds”) may be offered and sold to the public at an original issue discount (“OID”). OID is the excess of the stated redemption price at maturity (the principal amount) over the “issue price” of a Discount Bond determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner’s gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Bonds, and (ii) is added to the owner’s tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond.

Certain of the Bonds (“Premium Bonds”) may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner’s gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner’s tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

Owners of Discount Bonds and Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount Bonds or Premium Bonds and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or State tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the Bonds, adversely affect the market price or marketability of the Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Bonds. Prospective purchasers of the Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

On August 16, 2022, President Biden signed the Inflation Reduction Act of 2022 (H.R. 5376) into law. For tax years beginning after 2022, this legislation will impose a minimum tax of 15 percent on the adjusted financial statement income of applicable corporations as defined in Section 59(k) of the Code (which is primarily designed to impose a minimum tax on certain large corporations). For this purpose, adjusted financial statement income is not reduced for interest earned on tax-exempt obligations. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential consequences of owning the Bonds.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of the Bonds, under certain circumstances, to “backup withholding” at the rates set forth in the Code, with respect to payments on the Bonds and proceeds from the sale of the Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of the Bonds. This withholding generally applies if the owner of the Bonds (i) fails to furnish the payor such owner’s social security number or other taxpayer identification number (“TIN”), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other “reportable payments” as defined in the Code, or (iv) under certain circumstances, fails to provide the

payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

RATINGS

S&P Global Ratings ("S&P") and Fitch Ratings, Inc. ("Fitch") have assigned ratings of "[]" and "[]" to the Bonds, respectively. Such ratings reflect only the views of S&P and Fitch. An explanation of the significance of such ratings may be obtained from S&P at One California Street, 31st Floor, San Francisco, California 94111, and from Fitch at One State Street Plaza, New York, New York, 10004. Such ratings may be revised downward or withdrawn entirely by S&P or Fitch, if, in their respective judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price or marketability of the Bonds. The City will covenant in its continuing disclosure undertaking with respect to the Bonds that it will file, among other things, notice of any formal change in any such ratings relating to the Bonds. See "CONTINUING DISCLOSURE" and APPENDIX F – "Form of Continuing Disclosure Undertaking."

CONTINUING DISCLOSURE

The City will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the City not later than the first business day of February in each year commencing February 1, 2025 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports, the Notices of Listed Events and any other document or information required to be filed by the City as such will be filed with the Municipal Securities Rulemaking Board (the "MSRB") in a format prescribed by the MSRB. Currently, the MSRB requires filing through the MSRB's Electronic Municipal Market Access System, all as described in APPENDIX F – "Form of Continuing Disclosure Undertaking." The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is also set forth in APPENDIX F – "Form of Continuing Disclosure Undertaking." These covenants will be made in order to assist the purchaser of the Bonds in complying with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule"). A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. *Pursuant to Arizona Law, the ability of the City to comply with such covenants will be subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants. Should the City not comply with such covenants due to a failure to appropriate for such purpose, the City has covenanted to provide notice of such fact to the MSRB. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Bonds and specifically their market price and transferability.*

FINANCIAL ADVISOR

Columbia Capital Management, LLC (the "Financial Advisor"), a registered municipal advisor, has been engaged to serve as financial advisor to the City with respect to the issuance of the Bonds, which includes advising the City with various matters related to the planning, structuring and issuance of the Bonds. The Financial Advisor is a financial and investment advisory and consulting organization and is not engaged in the underwriting of municipal securities or other negotiable instruments. The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. The Financial Advisor has assisted in the assembly and preparation of this Official Statement at the direction and on behalf of the City. No person is entitled to rely on the Financial Advisor's participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of the information contained herein.

UNDERWRITING

On August ___, 2024, the City received ___ bids for the Bonds. The Bonds have been sold at public sale by the City to _____ (the "Underwriter") on the basis of lowest true interest cost. The Underwriter has agreed, subject to certain conditions, to purchase the Bonds at a purchase price equal to the initial offering prices shown on the inside cover page hereof, less an underwriter's discount of \$ _____.

FINANCIAL STATEMENTS

The financial statements of the City as of June 30, 2023, and for its fiscal year then ended, excerpts of which are included as APPENDIX C of this Official Statement, have been audited by Heinfeld, Meech & Co., P.C. The City neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the financial statements. The accounting policies of the City conform to generally accepted accounting principles as applicable to governmental units. For a more detailed summary of significant accounting policies see APPENDIX C – “City of Surprise, Arizona – Audited Financial Statements for the Fiscal Year Ended June 30, 2023.”

CERTIFICATION CONCERNING OFFICIAL STATEMENT

The documents to be delivered in connection with the initial issuance of the Bonds will include a certificate confirming that, to the best knowledge, information and belief of the City’s Finance Director, the descriptions and statements contained in this Official Statement relating to the City and its operation and properties were at the time of the sale of the Bonds, and are at the time of the delivery thereof, true, correct and complete in all material respects and did not and do not contain an untrue statement of a material fact or omit to state a material fact required to be stated herein in order to make the statements, in light of the circumstances under which they are made, not misleading. In the event this Official Statement is supplemented or amended prior to the date of delivery of the Bonds, the foregoing confirmation will also encompass such supplements or amendments. All financial and other information presented in this Official Statement has been provided by the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from taxes and other sources, is intended to show certain historic information, and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No representation is made that past experience, as is shown by that financial and other information, will necessarily continue or be repeated in the future.

CONCLUDING STATEMENT

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these opinions or estimates have been or will be realized. Information in this Official Statement has been derived by the City from official and other sources and is believed by the City to be accurate and reliable. Information other than that obtained from official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed. Neither this Official Statement nor any statement that may have been or that may be made orally or in writing is to be construed as part of a contract with the original purchasers or subsequent owners of the Bonds.

CITY OF SURPRISE, ARIZONA

By: _____
Mayor

APPENDIX A

CITY OF SURPRISE, ARIZONA

GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION

General

The City is located in the northwestern portion of Maricopa County, Arizona (the “County”), about 20 miles northwest of Phoenix, Arizona. Founded in 1938 and incorporated in 1960, today the City comprises 108 square miles.

The following table summarizes population estimates for the City, the County, and the State:

Population Statistics

Year		City of Surprise	Maricopa County	State of Arizona
2023		158,285	4,585,871	7,431,344
2022		154,149	4,555,833	7,365,684
2021		149,312	4,499,438	7,272,487
2020	(a)	143,160	4,420,568	7,151,502
2010	(a)	117,517	3,817,117	6,392,017
2000	(a)	30,848	3,072,149	5,130,632

(a) Denotes official census year data as of April 1 of the respective year. Data for all other (non-census) years reflect residential population estimates published by the U.S. Census Bureau as of July 1 of each respective year.

Source: U.S. Census Bureau.

Municipal Government and Organization

The City operates under a council-manager form of government. Under this system the City Council determines City policy, passes ordinances, and approves a balanced budget each year.

The City Manager is responsible for carrying out the council-created policies and directing the day-to-day operations of city government. The City Manager reports directly to the City Council and is subject to council performance reviews. The City Manager is responsible for drafting a balanced budget for council review and approval each year.

The City Manager is assisted by the Assistant City Manager (the “ACM”) and the Chief Financial Officer/Deputy City Manager (the “CFO/DCM”) who reports directly to the City Manager. The ACM and CFO/DCM supervise the output and budgets of the various City departments, assuring high quality work facilitating inter-departmental cooperation on important issues.

The City is made up of 21 departments and more than 1,178 employees.

Economy

The following table illustrates unemployment averages for the City, the County, the State, and the United States:

Unemployment Rates

Year	City of Surprise (a)	Maricopa County (b)	State of Arizona (c)	United States (d)
2023	3.9%	3.4%	3.9%	3.6%
2022	3.8	3.3	3.8	3.6
2021	4.9	4.6	5.1	5.3
2020	7.3	7.3	7.8	8.1
2019	4.6	4.1	4.8	3.7

- (a) Source: U.S. Bureau of Labor Statistics, Local Area Unemployment (LAUS Code: CT047151000000003). Monthly data points have been averaged to estimate annual unemployment rates.
- (b) Source: U.S. Bureau of Labor Statistics, Local Area Unemployment Statistics (LAUS Code: CN04013000000000).
- (c) Source: U.S. Bureau of Labor Statistics, Local Area Unemployment Statistics, Unemployment Rates for States (Annual Averages).
- (d) Source: U.S. Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey (Annual Averages).

A list of significant employers located within the City is set forth in the following table.

Principal Employers

Employer	Sector	Employees	Rank	% of Total
Dysart School District (Surprise Schools Only)	Education	1,610	1	5.9%
Wal-Mart	Retail	1,070	2	3.9%
City of Surprise	Government	1,103	3	4.1%
Fry's Food Store	Grocery	590	4	2.2%
Sun Health Foundation Inc	Healthcare	460	5	1.7%
Rousseau Farming Company Costco	Agriculture	340	6	1.3%
Costco	Retail	330	7	1.2%
Home Depot	Retail	320	8	1.2%
McDonalds	Food Service	270	9	1.0%
Maricopa County	Retail	230	10	0.8%
Total		6,323		23.3%
Total City Employment		27,130		

Source: Maricopa Association of Governments, as of June 30, 2023, and the City's Annual Comprehensive Financial Report for the fiscal year ending June 30, 2023.

The following table summarizes the issuance of single family home permits for the City.

Single Family Home Permits Issued

<u>Fiscal Year</u>	<u>City of Surprise</u>
2024	2,720
2023	1,350
2022	2,870
2021	2,852
2020	2,077

Source: The City. The date on which the permit is issued is not to be construed as the date of construction.

The City is home to numerous retail establishments that accommodate the needs of the City’s growing population. The following table illustrates historical privilege (sales) tax collections for the City:

City Privilege (Sales) Tax Collections

<u>Fiscal Year</u>	<u>City of Surprise</u>
2024*	\$ 111,882,967
2023	124,293,240
2022	103,406,232
2021	90,643,310
2020	70,904,612
2019	61,596,634

*Collections through April 2024.

Source: The City.

Transportation

The urban freeway system provides the City increased accessibility to other parts of the metro area with the Loop 101 connecting to Interstate 17 and northeast Phoenix, then running west toward the City and south to I-10. In addition, U.S. Highway 60 runs diagonally through the City, and Loop 303 extends south to I-10 and east to I-17. A regional transportation plan has been developed to continue improvement on transportation in the region into the future.

The Burlington Northern Santa Fe rail line runs through the City paralleling Grand Avenue (Highway 60). General aviation services are available at the nearby Glendale Municipal Airport. The Glendale Municipal Airport has an FAA Tower, a terminal, fixed base operators including jet fuel, and offers private and charter flights. The City is also only about 35 minutes from Phoenix Sky Harbor International Airport, which has connections to every major market in the United States.

Education

The City is served by a variety of educational offerings from pre-kindergarten to lifelong learning. Dysart Unified School District serves over 23,000 students. The district is home to four K-4 elementary schools, four middle schools serving grades 5-8, twelve K-8 elementary schools, four comprehensive high schools, a preschool, and one alternative program. One of the fastest growing areas of the City, north Surprise, is home to the Nadaburg Unified School District with two elementary schools and one high school. The growing charter school presence in Surprise has seven established schools. The Western Maricopa Education Center (West-MEC) provides career and technical education from their Northwest Surprise campus with programs ranging from hairstyling to IT security.

Higher Education and life-long learning programs are delivered in the City by Ottawa University, Gateway Community College, and Rio Salado Community College (Maricopa County Community Colleges). Ottawa University started its Surprise residential campus in 2017 and has grown to nearly 1,000 students and invested approximately \$100 million in campus buildings and athletic facilities. The university offers dozens of programs ranging from counseling to engineering. Gateway Community College operates on the Surprise Water Campus providing water and wastewater operator certificates. Rio Salado Community College is in the original town-site with the Lifelong Learning Center.

The City has access to additional higher education institutions, all within 20 minutes of the Surprise city limits. Arizona State University (West Valley) offers bachelor's and master's degrees in health, business, education, and interdisciplinary arts and science programs. Glendale Community College and Estrella Community College provide day and evening classes with certificate and degree programs. The offerings between both community colleges are comprehensive across industries and disciplines. Certain programs, such as the automotive technology and semiconductor technician programs, have industry partners who invest in facilities and advise on curricula.

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APPENDIX B
CITY OF SURPRISE, ARIZONA
FINANCIAL INFORMATION

PROPERTY TAXES

As described under the heading “THE BONDS – Security and Source of Payment,” for the purpose of paying the principal of and interest on the Bonds and costs of administration of the Bonds, the City will be required by law to cause to be levied on all the taxable property in the City a continuing, direct, annual, *ad valorem* property tax sufficient to pay all principal, interest, and costs of administration for the Bonds as the same become due, without limitation as to rate or amount. The State’s *ad valorem* property tax levy and collection procedures are summarized under this heading “PROPERTY TAXES.”

Taxable Property

Real property and improvements and personal property are either valued by the Assessor of the County or the Arizona Department of Revenue (the “Department of Revenue”). Property valued by the Assessor of the County is referred to as “locally assessed” property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as “centrally valued” property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value

In the context of a specific property parcel, full cash value (“Full Cash Value”) is statutorily defined to mean “the value determined as prescribed by statute” or if a statutory method is not prescribed it is “synonymous with market value, which means the estimate of value that is derived annually by using standard appraisal methods and techniques,” which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value

In the context of a specific property parcel, limited property value (“Limited Property Value”) is a property value determined pursuant to the Arizona Constitution and the Arizona Revised Statutes. Except as described in the next sentence, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. In the following circumstances, Limited Property Value is established at a level or percentage of Full Cash Value that is comparable to that of other properties of the same or a similar use or classification: property that was erroneously totally or partially omitted from the property tax rolls in the preceding tax year, except as a result of the matters described in this sentence; property for which a change in use has occurred since the preceding tax year and property that has been modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than fifteen percent of the Full Cash Value. Limited Property Value of property that has been split, subdivided or consolidated varies depending on when the change occurred. A separate Limited Property Value is not provided for centrally valued property.

Property Classification and Assessment Ratios

All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the “Limited Assessed Property Value” and the “Full Cash Assessed Value,” respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE 2

Property Tax Assessment Ratios (Tax Year)

Property Classification (a)	2024	2023	2022	2021	2020
Mining, utilities, commercial and industrial (b)	16.5%	17%	17.5%	18%	18%
Agriculture and vacant land	15	15	15	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property (c)	14	14	15	15	15

(a) Additional classes of property exist, but seldom amount to a significant portion of a municipal body’s total valuation.

(b) The assessment ratio for this property classification will decrease to 16% for tax year 2025, 15.5% for tax year 2026, and 15% for each tax year thereafter.

(c) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: State and County Abstract of the Assessment Roll, Arizona Department of Revenue.

Primary Taxes

Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are “primary taxes.” Primary taxes are levied against Net Limited Assessed Property Value (as defined herein). “Net Limited Assessed Property Value” is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year’s levy limit plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

The combined taxes on owner occupied residential property only, for purposes other than voter-approved bond indebtedness and overrides and certain special district assessments, are constitutionally limited to 1% of the Limited Property Value of such property.

Secondary Taxes

Per State statute, taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, the maintenance and operation of special purpose districts such as sanitary, fire, road improvement, water conservation and career technical education districts, and taxes levied for qualified desegregation expenditures are “secondary taxes”. Like primary taxes, secondary taxes are also levied against Net Limited Assessed Property Value. There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and overrides and certain special district assessments.

Calculating Debt Limits

“Net Full Cash Assessed Value” is the basis for determining general obligation bonded debt limitations for certain political subdivisions in Arizona, including the City. Net Full Cash Assessed Value is determined by excluding the value of property exempt from taxation from the Full Cash Assessed Value of both locally assessed and centrally valued property and combining the resulting two amounts.

Tax Procedures

The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The tax roll is then forwarded to the Treasurer of the County. The Assessor of the County is required to have completed the assessment roll by December 15th of the year prior to the levy. This roll identifies the valuation and classification of each parcel located within the County for the tax year.

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then levied upon each non-exempt parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll due to appeals or other reasons reduces the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years and liens imposed by the United States. Set forth below is a record of property taxes levied and collected in the City for the fiscal years indicated.

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TABLE 3

Real and Secured Property Taxes Levied and Collected (a)
City of Surprise, Arizona

Fiscal Year	City Tax Rate	Total Tax Levy	Collected to June 30 of Initial Fiscal Year		Cumulative Collection to May 31, 2024	
			Current Collections	% of Levy	Total Collections	% of Levy
2023/24	1.1471	\$ 17,814,912	n.a.	n.a.	\$ 17,359,413	97.9%
2022/23	1.1471	16,448,765	16,165,481	98.3%	16,165,481	98.3%
2021/22	1.1471	15,079,386	14,897,120	98.8%	15,050,469	99.8%
2020/21	1.1471	13,835,935	13,663,445	98.8%	13,794,505	99.7%
2019/20	1.1471	12,735,513	12,539,853	98.5%	12,698,381	99.7%
2018/19	1.1471	12,369,233	12,219,247	98.8%	12,192,351	98.6%

- (a) Taxes are collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Delinquent taxes are subject to an interest and penalty charge of 16% per annum, which is prorated at a monthly rate of 1.33%. Interest and penalty collections for delinquent taxes are not included in the collection figures above, but are deposited in the County's General Fund. Interest and penalties with respect to the first half tax collections (delinquent November 1) are waived if the full year's taxes are paid by December 31.

Source: Maricopa County Treasurer.

Delinquent Tax Procedures

The property taxes due the City are billed, along with State and other taxes, each September and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum, prorated at a monthly rate of 1.33% as of the first day of the month. (Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes and interest thereon.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When an owner of land or property within the City (a "debtor") files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject

to the stay of bankruptcy court. It is reasonable to conclude that “tax sale investors” may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the City, the Financial Advisor or their respective agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the City’s tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

ASSESSED VALUES AND TAX RATES

TABLE 4

**Direct and Overlapping Net Limited Assessed Property Values and Tax Rates
Per \$100 of Net Limited Assessed Property Value
City of Surprise, Arizona**

<u>Overlapping Jurisdiction</u>	<u>2023/24 Net Assessed Limited Property Value</u>	<u>(a)</u>	<u>2023/24 Tax Rates Per \$100</u>	<u>(b)</u>
Maricopa County	\$ 55,027,363,791		\$ 1.2044	
Maricopa County Special Health Care District	55,027,363,791		0.2716	
Maricopa County Community College District	55,027,363,791		1.1388	
Maricopa County Fire District Assistance	55,027,363,791		0.0081	
Maricopa County Flood Control District	50,650,779,317		0.1536	
Maricopa County Library District	55,027,363,791		0.0488	
Central Arizona Water Conservation District	55,027,363,791		0.1400	
Western Maricopa Education Center	20,893,971,581		0.1807	
Dysart Unified School District No. 9	1,926,971,064		5.5649	
Peoria Unified School District No. 11	2,079,777,369		5.5219	
Nadaburg Unified School District No. 81	122,301,081		6.1192	
Wickenburg Unified School District No. 9	272,870,056		3.5685	
Marley Park Community Facilities District	66,327,428		2.7294	
City of Surprise	1,552,811,735		1.1471	

(a) Source: Maricopa County Assessor, August 2023 Abstract.

(b) Source: Maricopa County Adopted Property Tax Levies And Rates Report for Fiscal Year 2024 (2023 Tax Levy).

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TABLE 5

Net Limited Assessed Property Value by Property Classification
City of Surprise, Arizona

<u>Classification</u>	<u>2023/24</u>	<u>2022/23</u>	<u>2021/22</u>	<u>2020/21</u>	<u>2019/20</u>
Commercial, Industrial, Mining, Timber and Utilities	\$298,324,313	\$ 278,720,477	\$ 265,893,861	\$ 243,832,150	\$ 224,761,066
Agricultural and Vacant Land	72,164,667	62,998,716	57,722,110	50,378,515	40,698,109
Residential (owner occupied)	807,117,221	753,475,370	683,467,282	623,726,525	574,380,586
Residential (rental)	371,526,205	335,101,507	304,172,907	285,101,263	267,245,037
Railroad, Private Car Company and Flight Property	2,449,987	2,237,686	1,995,194	1,882,376	1,954,165
Historical Property	1,060,810	1,033,819	979,469	941,607	908,067
Commercial Historic Property	168,525	160,500	155,467	148,063	141,014
Total	\$ 1,552,811,727	\$ 1,433,728,075	\$ 1,314,386,290	\$ 1,206,010,499	\$ 1,110,088,044

Source: State and County Abstract of the Assessment Roll, Arizona Department of Revenue.

TABLE 6

Net Limited Assessed Property Value of Major Taxpayers (a)
City of Surprise, Arizona

<u>Taxpayer</u>	<u>2023 Net Limited Assessed Valuation</u>	<u>As Percentage of the City's 2023 Net Assessed Limited Property Value</u>
Route 14 Investment Partners LLC	\$ 35,406,445	2.0%
Toll Prasada LLC	23,348,174	1.3%
Breit MF Stadium Village LLC	9,464,350	0.5%
Arizona Public Service Company	9,395,452	0.5%
Fulton Homes Corporation	9,314,065	0.5%
BMF IV AZ Harmony Surprise LLC	7,737,930	0.4%
DG Industrial Portfolio I Property Owner LP	6,722,922	0.4%
GSA Sunrise LP	6,114,559	0.3%
CCD Real Estate Holdings LLC	5,728,083	0.3%
Phoenix SFR DST	4,431,860	0.3%
Total	\$ 117,663,840	6.6%

- (a) Some such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549- 2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR data base at <http://www.sec.gov>. No representative of the City, the Financial Advisor or Bond Counsel has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.

Source: Maricopa County Assessor.

TABLE 7

**Comparative Net Limited Assessed Property Values
City of Surprise, Arizona**

Fiscal Year	City of Surprise (a)	Maricopa County (a)	State of Arizona (b)
2023/24	\$ 1,552,811,735	\$ 55,027,363,791	\$ 83,026,530,244
2022/23	1,433,728,075	51,932,898,351	78,405,598,978
2021/22	1,314,386,290	48,837,616,505	74,200,233,397
2020/21	1,206,010,499	45,822,046,238	69,914,507,682
2019/20	1,110,088,044	42,997,577,641	66,158,541,837

(a) Source: Maricopa County Assessor, August 2023 Abstract.

(b) Source: Arizona Department of Revenue, State and County 2023 Abstract of the Assessment Roll.

TABLE 8

**Estimated Net Full Cash Value History
City of Surprise, Arizona**

Fiscal Year	Total Value		Assessed Value	
	Full Cash	Estimated Net Full Cash (a)	Full Cash	Net Full Cash
2023/24	\$ 25,428,497,783	\$ 23,636,142,314	\$ 2,865,777,929	\$ 2,597,949,085
2022/23	19,563,322,605	17,972,328,244	2,228,501,312	1,990,645,855
2021/22	17,496,518,302	15,995,207,462	2,013,696,690	1,789,278,704
2020/21	15,624,599,329	14,305,971,239	1,793,572,120	1,596,470,172
2019/20	13,911,798,083	12,673,056,586	1,594,408,513	1,409,386,327

(a) Estimated Net Full Cash Value is the total market value of the property within the City less the estimated Full Cash Value of property exempt from taxation within the City.

(b) Maricopa County Assessor, August Abstract for the years 2019-2023.

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DIRECT AND OVERLAPPING BONDED INDEBTEDNESS
City of Surprise, Arizona

Total General Obligation Bonded Debt to be Outstanding	\$ []	(a)
Total Pledged Revenue Obligation Debt Outstanding	8,320,000	(b)
Total Utility System Revenue Obligation Debt Outstanding	19,045,000	(c)
Net Limited Assessed Property Value	\$ 1,552,811,735	(d)
Net Full Cash Assessed Value	2,597,949,085	(d)
Estimated Net Full Cash Value	23,636,142,314	(d)

- (a) Includes the Bonds. See “Direct General Obligation Bonded Debt to be Outstanding” and footnote (b) to TABLE 9 for description of treatment of certain proceeds of the Bonds for State voter authorization and debt limit purposes in this APPENDIX.
- (b) See “Pledged Revenue Obligation Debt Outstanding” in this APPENDIX.
- (c) See “Utility System Revenue Obligation Debt Outstanding” in this APPENDIX.
- (d) According to the February 2024 Maricopa County Assessor’s Abstract of the Assessment Roll, the City’s preliminary fiscal year 2024/25 Net Limited Assessed Property Value is estimated at \$1,724,324,128, an increase of approximately 11.0% from the fiscal year 2023/24 Net Limited Assessed Property Value. The City’s preliminary fiscal year 2024/25 Net Full Cash Assessed Value is estimated at \$3,335,158,012, an increase of approximately 28.4% from the fiscal year 2023/24 Net Full Cash Assessed Value. The City’s preliminary fiscal year 2024/25 Estimated Net Full Cash Value is estimated at \$30,445,400,702, an increase of approximately 28.8% from the fiscal year 2023/24 Estimated Net Full Cash Value. The Values are subject to positive or negative adjustments until approved by the Board of Supervisors of the County on or before August 19, 2024.

Source: Maricopa County Assessor, August 2023 Abstract of the Assessment Roll.

STATEMENTS OF INDEBTEDNESS
City of Surprise, Arizona

Direct General Obligation
Bonded Debt to be Outstanding

Issue Series	Purpose	Original Amount	Maturity Dates	Balance Outstanding	
2018	Various Public Improvements	\$ 37,730,000	7/1/19 – 7/1/38	\$ 27,155,000	
2020	Various Public Improvements	17,460,000	7/1/21 – 7/1/28	8,640,000	
Subtotal					
Plus: The Bonds				[]	* (a)
Total General Obligation Bonded Debt to be Outstanding				\$ []	*

* Subject to change.

(a) See footnote (b) to TABLE 9 for description of treatment of certain proceeds of the Bonds for State vote authorization and debt limit purposes.

Pledged Revenue Obligation Debt Outstanding (a)

Issue		Original	Maturity	Balance
Series	Purpose	Amount	Dates	Outstanding
2015	Stadium Improvements and Refunding	\$ 36,665,000	7/1/16 – 7/1/30	\$ 8,320,000
Total Pledged Revenue Obligation Debt Outstanding				<u>\$ 8,320,000</u>

(a) Such indebtedness is secured by, and payable from, City excise tax revenues and State shared revenues.

Utility System Revenue Obligation Debt Outstanding (a)

Issue		Original	Maturity	Balance
Series	Purpose	Amount	Dates	Outstanding
2018	Refunding	\$ 25,255,000	7/1/19 – 7/1/36	\$ 19,045,000
Total Utility System Revenue Debt Outstanding				<u>\$ 19,045,000</u>

(a) Such indebtedness is secured by, and payable from, the net revenues of the City's water, wastewater and stormwater management systems.

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Under the provisions of the Arizona Constitution, outstanding general obligation bonded debt for combined water, sewer, light, open space, public safety, law enforcement, fire and emergency services, park, street and transportation facilities purposes may not exceed 20% of a city's Net Full Cash Assessed Value, nor may outstanding general obligation bonded debt for all other purposes exceed 6% of a city's Net Full Cash Assessed Value.

TABLE 9

Direct Bonded Debt, Legal Limitation and Unused Borrowing Capacity (a)

City of Surprise, Arizona

General Purpose Municipal Bonds		Water, Sewer, Light, Open Space, Public Safety, Law Enforcement, Fire and Emergency Services, Park, Street and Transportation Facilities Bonds	
Total 6% General Obligation Bonding Capacity	\$ 155,876,945 (a)	Total 20% General Obligation Bonding Capacity	\$ 519,589,817 (a)
Less: 6% General Obligation Bonds Outstanding	-	Less: 20% General Obligation Bonds Outstanding	[REDACTED]
Less: Issue Premium on the Bonds	- (b)	Less: Issue Premium on the Bonds	[REDACTED] (b)
Less: Unamortized Issue Premium	- (c)	Less: Unamortized Issue Premium	(2,640,436) (c)
Unused 6% General Obligation Bonding Capacity	<u>\$ 155,876,945</u>	Unused 20% General Obligation Bonding Capacity	<u>[REDACTED]</u>

- (a) General obligation bonding capacity is calculated using the City's fiscal year 2023/24 Net Full Cash Assessed Value of \$2,597,949,085.
- (b) This amount of issue premium on the Bonds is calculated pursuant to State statute and will not necessarily match the net original issue premium of the Bonds at issuance. This amount reduces in equal amount the borrowing capacity of the City under the Arizona Constitution and the principal amount of general obligation bonds authorized at the Election (as described under the heading "THE BONDS – Authorization and Uses of Funds"). Such capacity (but not authorization) will be recaptured as premium is amortized.
- (c) This amount of unamortized premium on the City's General Obligation Bonds, Series 2018 and General Obligation Bonds, Series 2020, is treated as described in footnote (b) above.

Future Borrowings

The City does not intend to issue any new debt within the next twelve months.

Other Indebtedness

The City has other obligations which are payable from various City funds, including purchase obligations, lease obligations and other contractual commitments. For additional information with respect to such obligations, please refer to Note 7 – LONG-TERM DEBT & OTHER PAYABLES in the City's Audited Financial Statements for the fiscal year ended June 30, 2023, contained in APPENDIX C of this Official Statement.

TABLE 10

Direct and Overlapping General Obligation Indebtedness
City of Surprise, Arizona

	Portion Applicable to the City (a)		
Overlapping Jurisdiction	General Obligation Bonded Debt (b)	Approximate Percentage	Net Debt Amount
Maricopa County	\$ -	2.82%	\$ -
Maricopa Community College District	57,615,000	2.82%	1,624,743
Maricopa County Special Health District	544,135,000	2.82%	15,344,607
Western Maricopa Education Center District No. 402	98,510,000	8.00%	7,880,800
Dysart Unified School District No. 89	54,410,000	76.34%	41,536,594
Peoria Unified School District No. 11	133,955,000	0.36%	482,238
Nadaburg Unified School District No. 81	2,068,000	39.19%	810,449
Wickenburg Unified School District No. 9	3,600,000	1.78%	64,080
Marley Park Community Facilities District	32,045,000	100.00%	32,045,000
City of Surprise (c)	[]	100.00%	[]
Total Direct and Overlapping General Obligation Bonded Debt to be Outstanding			[]

- (a) Proportion applicable to the City is computed on the ratio of Net Limited Assessed Property Value for fiscal year 2023/24 of \$1,552,811,735.
- (b) Balances as of June 30, 2023, unless otherwise noted. Does not include outstanding principal amounts of certificates of participation, revenue obligations, loan obligations, improvement bonds, or other debt not secured by *ad valorem* property taxes. Includes total stated principal amount of general obligation bonds outstanding, however, does not include presently authorized but unissued general obligation bonds of such jurisdictions which may be issued in the future as indicated in the following table. Additional bonds may be authorized by voters within overlapping jurisdictions pursuant to future elections.

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued
City of Surprise (d)	\$ []
Marley Park Community Facilities District	\$ 41,955,000

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at \$1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the \$1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages will be fixed for the entire 50-year repayment period, which commenced October 1, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Arizona's Maricopa, Pima and Pinal Counties. It was formed for the express purpose of

paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD’s boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per \$100 of Net Limited Assessed Property Value, of which 14 cents is being levied. (See Sections 48-3715 and 48-3715.02, Arizona Revised Statutes.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

- (c) Includes the Bonds.
- (d) Reflects reduction in authorization from the Election in connection with issuance of the Bonds.

Source: The various entities.

TABLE 11

Direct and Overlapping General Obligation Bonded Debt Ratios*
City of Surprise, Arizona

	Per Capita Bonded Debt (Population 158,285) (a)	As % of City’s Total 2023/24 Net Full Assessed Value	As % of City’s 2023/24 Net Full Cash Value
Direct General Obligation Bonded Debt			
Direct and Overlapping General Obligation Debt			

*Subject to change.

(a) Source: The U.S. Census Bureau.

PENSION BENEFITS

Retirement Benefits

The City contributes to the retirement plans (the “Plans”) described in Note 8 – Pensions and Other Postemployment Benefits in APPENDIX C – “City of Surprise, Arizona – Audited Financial Statements for the Fiscal Year Ended June 30, 2023.” See Note 8 – Pensions and Other Postemployment Benefits in APPENDIX C – “City of Surprise, Arizona – Audited Financial Statements for the Fiscal Year Ended June 30, 2023,” for a description of the Plans, the benefits provided by the Plans, the contributions to the Plans, the pension liabilities associated with the Plans, the expenses associated with the Plans, the deferred outflows/inflows of resources related to the Plans, and certain other pertinent information with respect to the Plans.

Other Post-Employment Benefits

The City also offers a Post-Employment Health Plan (PEHP). The PEHP is a defined contribution plan designed to allow the City and employees to set aside money during the course of employment with the City, for the payment of qualified medical expenses incurred post-employment. The Post-Employment Health Plan consists of two sub-accounts that can accept contributions. One account accepts fixed contributions from the City and the other accepts earned and unused personal time off (vacation and sick leave). After voluntary termination of employment with the City, employees are provided with the option to be paid for all, or a portion of, earned and unused personal time off, or move earned and unused personal time off into their PEHP account.

The City is contributing \$45 per pay period to the plan for members of the Surprise Police Employees Association and the Northwest Valley Fire Fighters Association Local 4361. Employees are not required to contribute in order to receive the City’s contribution.

Further, eligible employees that are Tier 1 members of the Public Safety Personnel Retirement System (PSPRS), who enter the Deferred Retirement Option Plan (DROP) are eligible for an additional benefit. Upon the employee's acceptance by the local board and PSPRS to the DROP program, the City will contribute eight percent of total PSPRS eligible earnings, per pay period, to the employee's PEHP. If for any reason an employee terminates participation in DROP, this additional benefit shall cease.

The City contributed \$735,592 for the year ended June 30, 2023.

The City's fiduciary responsibility for the plan is that of exercising "due care" in selecting a third-party administrator. Federal legislation requires that post-employment health plan assets be held in trust for employees; therefore, employee assets held in post-employment plan assets are held in trust for employees. Employee assets held in post-employment health plans are not the property of the City and are not subject to claims of the City's general creditors. Therefore, the Deferred Compensation Custodial Fund is not included in the City's Financial Statements.

See APPENDIX C – “City of Surprise, Arizona – Audited Financial Statements for the Fiscal Year Ended June 30, 2023, for additional information.

REVENUES AND EXPENDITURES

State law requires that the City's financial books and records be audited by the State Auditor General or independent certified public accountants on an annual basis. The audited financial statements of the City are presented in APPENDIX C – “City of Surprise, Arizona Audited Financial Statements for the Fiscal Year Ended June 30, 2023.”

The table on the following page summarizes audited Revenues, Expenses and Changes in Fund Balance for the fiscal years 2019/20 through 2022/23, unaudited amounts for fiscal year 2023/24 and budgeted amounts for fiscal year 2024/25. The information contained in the summary should be read in conjunction with the audited financial statements and accompanying notes in APPENDIX C of this Official Statement. **The Bonds will be payable solely from the sources described under the heading “THE BONDS – Security and Source of Payment.” The information provided in the table on the following page is for reference only.**

TABLE 12

General Fund Revenues and Expenditures

	Budget	Unaudited	Audited			
	2024/25	2023/24	2022/23	2021/22	2020/21	2019/20
REVENUES						
Taxes	\$ 111,164,400	\$ 98,062,500	\$ 93,988,457	\$ 85,463,638	\$ 74,796,921	\$ 62,299,971
Licenses and permits	7,307,200	7,476,849	6,781,295	6,314,397	6,168,794	5,775,835
Intergovernmental revenues	68,177,200	73,011,391	59,294,953	46,912,312	44,699,113	38,718,690
Charges for services	36,969,400	30,587,992	24,966,845	28,805,039	22,705,823	16,782,747
Grants revenue	-	-	-	10,027,733	7,314,593	9,031,538
Fines	751,100	825,850	859,484	998,737	1,250,670	1,193,389
Rents	687,900	495,579	621,200	638,891	303,717	305,598
Interest Revenue	2,949,700	5,356,557	2,244,178	(1,393,544)	99,411	1,401,130
Donations	50,000	81,861	94,899	85,090	52,541	103,110
Indirect charges	8,010,000	6,710,400	6,455,301	6,254,474	6,348,174	5,591,100
Other revenue	407,100	400,640	768,606	556,047	649,130	559,131
Total Revenues	236,474,000	223,009,619	196,075,218	184,662,814	164,388,887	141,762,239
EXPENDITURES						
Current						
General government	43,436,500	26,133,223	23,414,458	22,359,656	20,515,495	18,176,296
Public safety	102,674,400	83,564,892	72,354,872	69,307,287	55,637,756	53,034,357
Public works and transportation	18,964,000	16,293,500	11,096,412	9,703,931	7,746,380	7,754,674
Community development	32,177,000	22,757,600	17,274,552	14,323,167	13,529,326	11,841,510
Culture and recreation	24,095,000	19,379,200	18,191,996	15,861,384	12,652,410	14,302,719
Debt Service						
Leases/SBITAs						
Principal retirement	-	1,161,505	936,693	30,753	-	-
Interest	-	64,172	15,132	5,618	-	-
Capital outlay	5,117,600	1,240,265	1,921,035	1,285,251	435,620	538,587
Total Expenditures	226,464,500	170,594,357	145,205,150	132,877,047	110,516,987	105,648,143
Excess of revenues over expenditures	10,009,500	52,415,262	50,870,068	51,785,767	53,871,900	36,114,096
OTHER FINANCING SOURCES (USES)						
Proceeds from sale of capital assets	157,900	198,000	165,522	166,226	159,875	196,066
Insurance recoveries	-	-	-	-	-	532
Transfers in	4,779,500	2,960,700	1,779,600	1,643,618	1,515,611	1,443,447
Transfers out	(29,332,500)	(44,123,100)	(37,804,131)	(45,794,128)	(21,213,754)	(5,938,698)
Lease/SBITA agreements	-	60,000	56,124	500,914	-	-
Total Other Financing Sources (Uses)	(24,395,100)	(40,964,400)	(35,802,885)	(43,483,370)	(19,538,268)	(4,298,653)
Net Change in Fund Balances	(14,385,600)	11,450,862	15,067,183	8,302,397	34,333,632	31,815,443
Fund Balances - beginning	147,073,794	135,662,932	120,626,996	112,127,418	77,519,410	45,377,079
Increase in inventories	-	(40,000)	(31,247)	197,181	274,376	326,888
Fund Balances - ending	\$ 132,688,194	\$ 147,073,794	\$ 135,662,932	\$ 120,626,996	\$ 112,127,418	\$ 77,519,410

APPENDIX C

**CITY OF SURPRISE, ARIZONA AUDITED FINANCIAL STATEMENTS
FISCAL YEAR ENDING JUNE 30, 2023**

APPENDIX D

BOOK-ENTRY-ONLY SYSTEM

THE INFORMATION PROVIDED IN THIS APPENDIX D - "BOOK-ENTRY-ONLY SYSTEM" HAS BEEN PROVIDED BY DTC. NO REPRESENTATION IS MADE BY THE CITY, BOND COUNSEL OR THE FINANCIAL ADVISOR AS TO THE ACCURACY OR ADEQUACY OF SUCH INFORMATION PROVIDED BY DTC OR AS TO THE ABSENCE OF MATERIAL ADVERSE CHANGES IN SUCH INFORMATION SUBSEQUENT TO THE DATE HEREOF.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds in the aggregate principal amount of the Bonds and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of beneficial interests in the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of a beneficial interest in a Bond ("Beneficial Owner") is in turn to be recorded on the Direct Participants' and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of beneficial ownership interests in the Bonds are to be accomplished by entries made on the books of Direct Participants and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds such as redemptions, defaults, and proposed amendments to the Bond Resolution. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners, or in the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will, if applicable, consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption premium, if any, and interest payments represented by the Bonds will be made by the Bond Registrar and Paying Agent to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or the Bond Registrar and Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar and Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Bond Registrar and Paying Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Bond Registrar and Paying Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Bond Registrar and Paying Agent's DTC account.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Bond Registrar and Paying Agent or the City. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered. The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered.

NEITHER THE CITY NOR THE BOND REGISTRAR AND PAYING AGENT WILL HAVE RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS OR TO INDIRECT PARTICIPANTS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (2) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE BONDS UNDER THE BOND RESOLUTION; (3) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS; (4) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE BONDS; (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF BONDS; OR (6) ANY OTHER MATTERS.

So long as Cede & Co. is the registered Owner of the Bonds, as nominee for DTC, references herein to "Owner" or registered owners of the Bonds (other than under the caption "TAX EXEMPTION") shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of such Bonds.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City or the Paying Agent to DTC only.

APPENDIX E

PROPOSED FORM OF APPROVING LEGAL OPINION

[LETTERHEAD OF GREENBERG TRAURIG, LLP]

[Closing Date]

Mayor and Council
City of Surprise, Arizona

Re: City of Surprise, Arizona General Obligation Bonds, Series 2024

We have examined copies of the proceedings of the Mayor and Council of the City of Surprise, Arizona (the “City”), and other proofs submitted to us relative to the issuance of the captioned Bonds (the “Bonds”). In addition, we have examined such other proceedings, proofs, instruments, certificates and other documents as well as such other materials and such matters of law as we have deemed necessary or appropriate for the purposes of the opinion rendered herein below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid proceedings and proofs.

We are of the opinion that such proceedings and proofs show lawful authority for the sale and issuance of the Bonds pursuant to the Constitution and laws of the State of Arizona now in force, particularly the provisions of Title 35, Chapter 3, Article 3, Arizona Revised Statutes, and that the Bonds are valid and legally binding obligations of the City, all of the taxable property within which is subject to the levy of a tax, without limitation as to rate or amount, to pay the principal of and interest on the Bonds.

Under existing statutes, regulations, rulings and court decisions, subject to the reliance and assumption stated in the last sentence of this paragraph, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes, and interest on the Bonds is exempt from income taxation under the laws of the State of Arizona. Furthermore, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the “Code”), on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. (We express no opinion regarding other tax consequences resulting from the ownership, receipt or accrual of interest on, or disposition of, the Bonds.) The Code includes requirements which the City must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The failure of the City to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The Mayor and Council of the City have resolved in Resolution No. _____, adopted by the Mayor and Council of the City on August 7, 2024, to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. (Subject to the same limitations in the penultimate paragraph hereof, the City has full legal power and authority to comply with such covenants.) In rendering the opinion expressed above, we have assumed continuing compliance with the tax covenants referred to above that must be met after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal tax purposes.

The rights of the holders of the Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights. The enforcement of such rights may also be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX F

FORM OF CONTINUING DISCLOSURE UNDERTAKING

\$ _____ *

CITY OF SURPRISE, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2024

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this “Undertaking”) is executed and delivered by the City of Surprise, Arizona (the “City”), in connection with the sale and issuance of \$_____,000* principal amount of City of Surprise, Arizona General Obligation Bonds, Series 2024 (the “Bonds”). The Bonds are being issued pursuant to a resolution adopted by the Mayor and Council of the City on August 7, 2024 (the “Resolution”). The City covenants and agrees as follows:

1. **Definitions.** In addition to those defined hereinabove, the terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires:

“*Annual Financial Information*” means the financial information and operating data set forth in Exhibit I.

“*Annual Financial Information Disclosure*” means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

“*Audited Financial Statements*” means the audited financial statements of the City prepared pursuant to the standards and as described in Exhibit I.

“*Commission*” means the Securities and Exchange Commission.

“*Dissemination Agent*” means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent’s successors and assigns.

“*EMMA*” means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at <http://emma.msrb.org>.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Final Official Statement*” means the Final Official Statement relating to the Bonds, dated _____, 2024.

“*Financial Obligation*” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“*GAAP*” means generally accepted accounting principles, as applied to governmental units as modified by the laws of the State.

“*Listed Event*” means the events set forth in Exhibit II.

“*Listed Events Disclosure*” means dissemination of disclosure concerning a Listed Event as set forth in Section 5.

* Subject to change. See “MODIFICATION OF MATURITY SCHEDULE AND PAR AMOUNT” in the Notice.

“MSRB” means the Municipal Securities Rulemaking Board.

“Participating Underwriter” means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

“Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Exchange Act.

“State” means the State of Arizona.

2. Purpose of this Undertaking. This Undertaking is executed and delivered by the City as of the date set forth below for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after such delivery of the Bonds.

3. CUSIP Numbers. The CUSIP Numbers of the Bonds are as follows:

CUSIP No. (Base 868880)	Maturity Date (July 1)
_____	_____

4. Annual Financial Information Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate its Annual Financial Information and its Audited Financial Statements, if any (in the form and by the dates set forth in Exhibit I), through EMMA.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Financial Information for the year in which such amendment is made shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Listed Events Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate in a timely manner, but not more than ten (10) business days after the occurrence of the event, Listed Events Disclosure through EMMA. Whether events subject to the standard “material” would be material shall be determined under applicable federal securities laws.

6. Consequences of Failure of the City to Provide Information. The City shall give notice in a timely manner through EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default under the Resolution, and the sole remedy available to such owners of the Bonds under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Undertaking, the City by certified resolution or ordinance authorizing such amendment or waiver, may amend this Undertaking, and any provision of this Undertaking may be waived only if:

(a) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) This Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City or by approving vote of the owners of the Bonds at the time of the amendment.

The Annual Financial Information containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying an accounting principle to be followed in preparing financial statements and such changes are material, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles in the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. If the accounting principles of the City change or the fiscal year of the City changes, the City shall file a notice of such change in the same manner as for a notice of Listed Event.

8. Non-Appropriation. The performance by the City of its obligations in this Undertaking shall be subject to the annual appropriation of any funds that may be necessary to permit such performance. In the event of a failure by the City to comply with its covenants under this Undertaking due to a failure to appropriate the necessary funds, the City covenants to provide prompt notice of such fact to the MSRB through EMMA, in a format prescribed by the MSRB.

9. Termination of Undertaking. This Undertaking shall be terminated hereunder if the City shall no longer have liability for any obligation on or relating to repayment of the Bonds under the Resolution.

10. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

11. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Annual Financial Information Disclosure or Listed Events Disclosure.

12. Beneficiaries. This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

13. Recordkeeping. The City shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

14. Governing Law. This Undertaking shall be governed by the laws of the State.

DATED: [Closing Date]

CITY OF SURPRISE, ARIZONA

By.....
Mayor

ATTEST:

.....
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

“Annual Financial Information” means financial information and operating data of the type contained in the Final Official Statement in Table Nos. 3, 5, 6 and 10 (in each case, actual results for most recently completed fiscal year only).

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted through EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available from the MSRB. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided through EMMA by the first business day of February of each year, commencing February 1, 2025. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, to be followed up by Audited Financial Statements within 30 days after availability to the City.

Audited Financial Statements will be prepared according to GAAP.

If any change is made to the Annual Financial Information as permitted by Section 4 of this Undertaking, the City will disseminate a notice of such change as required by Section 4, including changes in fiscal year or GAAP.

EXHIBIT II

EVENTS FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations, in each case, with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to the rights of security holders, if material.
8. Bond calls, if material, or tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the City, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

RESOLUTION NO. 2024-120

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA (1) PROVIDING FOR THE SALE AND ISSUANCE OF CITY OF SURPRISE, ARIZONA GENERAL OBLIGATION BONDS, SERIES 2024 AND FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; (2) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF THE BONDS; (3) DELEGATING AUTHORITY TO THE MAYOR, THE DEPUTY CITY MANAGER/CHIEF FINANCIAL OFFICER AND THE ASSISTANT FINANCE DIRECTOR OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AND (4) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS RESOLUTION

WHEREAS, at a special bond election held in and for the City of Surprise, Arizona (the “City”), on November 7, 2023 (the “Election”), there was submitted to the qualified electors thereof, among others, the following questions:

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

Purpose: Transportation projects

Amount: \$66,000,000

Description: Shall the City of Surprise, Arizona (the “City”), be authorized to incur indebtedness in the total principal amount of not to exceed \$66,000,000 by the issuance and sale of bonds of the City for the purpose of providing funds for transportation projects, including the costs to design, engineer, acquire, improve, construct, and reconstruct road improvements to reduce traffic congestion and improve safety, including, but not limited to, segments of Waddell Road, Happy Valley Road, Cactus Road, and 163rd Avenue and all necessary and related facilities and equipment and any and all appurtenances related thereto or land therefor by purchase or any other method of acquisition, and to pay all costs incidental to any of the foregoing and to the sale and issuance of such bonds or any series thereof, to be issued as general obligation bonds of the City, payable from secondary (ad valorem) property taxes levied upon all of the taxable property in the City, to mature not more than 25 years from their date and to bear interest at a rate of not to exceed 8% per annum?

The issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on bonds.

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

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

BOND APPROVAL, YES
BOND APPROVAL, NO

; and

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

Purpose: Public safety projects

Amount: \$34,000,000

Description: Shall the City of Surprise, Arizona (the “City”), be authorized to incur indebtedness in the total principal amount of not to exceed \$34,000,000 by the issuance and sale of bonds of the City for the purpose of providing funds for public safety projects, including the costs to design, engineer, acquire, improve, construct, reconstruct, equip, furnish, and expand public safety facilities including, but not limited to, a fire station and a police substation and the acquisition of land for additional public safety facilities, and all necessary and related facilities and equipment and any and all appurtenances related thereto, and to pay all costs incidental to any of the foregoing and to the sale and issuance of such bonds or any series thereof, to be issued as general obligation bonds of the City, payable from secondary (ad valorem) property taxes levied upon all of the taxable property in the City, to mature not more than 25 years from their date and to bear interest at a rate of not to exceed 8% per annum?

The issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on bonds.

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

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

BOND APPROVAL, YES
BOND APPROVAL, NO

; and

WHEREAS, the returns of the Election were duly canvassed by the Mayor and Council of the City (the “Council”), and a certificate disclosing the purpose of the Election, the total number of votes cast thereat, the total number of votes for and against the issuance of the bonds, and stating that the creation of the indebtedness by the issuance of the bonds in accordance with the foregoing questions was ordered, has been filed and recorded in the office of the County Recorder of Maricopa County, Arizona; and

WHEREAS, a majority of the qualified electors of the City, voting at the Election voted “Yes,” in answer to the foregoing questions; and

WHEREAS, the Council has determined to sell and issue a portion of the authorized amount of such bonds (the “ Bonds”) as general obligation bonds for the purposes granted at the Election; and

WHEREAS, sealed proposals will be received for the purchase of the Bonds pursuant to a Notice Inviting Bids For The Purchase Of Bonds (the “Notice”); and

WHEREAS, the determination of which proposal will result in the lowest true interest cost to the City with respect to the Bonds and, in all respects, complies with the terms of the Notice and this Resolution, shall be delegated as provided by this Resolution; and

WHEREAS, all things required to be done preliminary to the authorization, sale and issuance of the Bonds have been duly done and performed in the manner required by law, and the Council is now empowered to proceed with the sale and issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AS FOLLOWS:

Section 1. Authorization and Terms.

(a) (1) The Bonds, to provide funds for the purposes set forth in the ballot questions submitted to the qualified electors of the City at the Election, are hereby authorized to be sold and issued as a series of bonds of the City to be designated “City of Surprise, Arizona General Obligation Bonds, Series 2024” in accordance with this Resolution and applicable law.

(2) The Bonds are authorized by the provisions of Title 35, Chapter 3, Article 3, Arizona Revised Statutes, and constitute the first series of bonds of a total authorized amount of not to exceed \$100,000,000 principal amount of bonds of the City approved by the qualified electors of the City at the Election.

(3) The proceeds from the sale of the Bonds shall be credited against the total principal amount of bonds and the specific amount of bonds so authorized by the qualified electors of the City at the Election and for each respective purpose and project as set forth in the applicable ballot questions and the proceeds of the Bonds shall be applied to each respective purpose and project as determined by the Authorized Representatives (as defined herein) on behalf of the City.

(b) The Mayor, any other member of the Council, the Deputy City Manager/Chief Financial Officer and the Assistant Finance Director of the City or the designees of any of them (collectively, the “Authorized Representatives”) are hereby authorized and directed to determine on behalf of the City and, if applicable, to include in the Notice: (1) the dated date and total principal amount of the Bonds (but not to exceed \$35,000,000 in aggregate principal amount); (2) the amounts of the Bonds to be allocated to each of the purposes authorized by the Election; (3) the final principal and maturity schedule of the Bonds (but none of the Bonds to mature later than July 1, 2044); (4) the provisions for redemption in advance of maturity of the Bonds; (5) the sales date, sales price and other sales terms of the Bonds (including provision for any discount); and (6) the provision for credit enhancement, if any, for the Bonds; provided, however, that such determinations must result in an aggregate yield for federal income tax purposes with respect to the Bonds of not to exceed five percent (5%) per annum. The interest rates per annum each maturity of the Bonds are to bear (but not to exceed the rates purposes set forth in the ballot questions submitted to the qualified electors of the City at the Election) and the dates for payment of such interest (the “interest payment dates”) and the sales price at which the Bonds are to be sold shall be determined as prescribed in the Notice.

(c) (1) The Bonds shall be dated the date of their initial authentication and delivery and issued in the denomination of \$5,000 of principal amount each or integral multiples thereof and only in fully registered form.

(2) The principal of and premium, if any, on the Bonds shall be payable at maturity or prior redemption upon presentation and surrender thereof at the designated corporate trust office of the Bond Registrar and Paying Agent (as defined herein).

(3) The Bonds shall bear interest at their respective rates from their date to the maturity or redemption prior to maturity of each Bond, payable commencing on the first interest payment date. Interest on the Bonds shall be payable by check, dated as of the interest payment date, mailed to the registered owners thereof and at the addresses appearing on the registration books maintained by the Bond Registrar and Paying Agent at the close of business on the fifteenth (15th) day of the month next preceding that interest payment date (the “regular record date”). Any such interest on a Bond which is not timely paid or duly provided for shall cease to be payable to the registered owner thereof (or of one or more predecessor Bonds) as of the regular record date, and shall be payable to the registered owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owners of Bonds not less than ten (10) days prior thereto.

(4) The principal of, and premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. Notwithstanding anything to the contrary herein and as may be set forth in the definitive form of the Bonds, the principal of and premium, if any, and interest on the Bonds may be paid by wire transfer in immediately available funds if satisfactory arrangements are made.

Section 2. Prior Redemption of the Bonds.

(a) Notice of redemption of any Bond shall be mailed by first class mail, postage prepaid, not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption to the registered owner of the Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to properly give such notice of redemption shall not affect the redemption of any Bond for which notice was properly given. Such notice may provide that the redemption is conditional upon moneys for payment of the redemption price being held in separate accounts by the Bond Registrar and Paying Agent.

(b) On the date designated for redemption by notice given as herein provided, the Bonds or portions thereof to be redeemed shall become and be due and payable at the redemption price for such Bonds or such portions thereof on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Bond Registrar and Paying Agent, interest on such Bonds or such portions thereof shall cease to accrue, such Bonds or such portions thereof shall cease to be entitled to any benefit or security hereunder, the registered owners of such Bonds or such portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof and accrued interest thereon and such Bonds or such portions thereof shall be deemed paid and no longer outstanding.

(c) The City may redeem any amount which is included in a Bond in the denomination in excess of, but divisible by, \$5,000. In that event, the registered owner shall submit the Bond for partial redemption and the Bond Registrar and Paying Agent shall make such partial payment and shall cause to be issued a new Bond in a principal amount which reflects the redemption so made, to be authenticated and delivered to the registered owner thereof.

Section 3. Security; Defeasance.

(a) After the Bonds are issued, the Council shall enter on its minutes a record of the Bonds sold and their numbers and dates. For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of the Bonds, there shall be levied on all the taxable property in the City a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on the Bonds as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes of the City are levied, assessed and collected. The tax shall be extended and collected for the City, and the officials of the City and Maricopa County, Arizona, charged with the annual extension and collection of taxes, without further instructions from the Council, shall extend and collect the tax upon issuance of the Bonds. All moneys collected through such tax shall be paid into the treasury of the City, to the credit of a "Debt Service Fund" of the City for the Bonds, from which fund the Bonds shall be payable, which tax moneys shall be held in subfunds to be known as the "Interest Fund" and the "Redemption Fund," which funds shall be kept separate and apart from and not commingled with any other funds or moneys and which shall be used solely for, respectively, payment of interest on and principal of, and premium, if any, on the Bonds.

(b) Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable

property in the City (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government (“Defeasance Obligations”) or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, and (ii) if such defeased Bond or portion thereof is to be redeemed, notice of such redemption has been given in accordance with provisions hereof or the City has submitted to the Bond Registrar and Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. If the maturing principal of the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Bonds the payment of which has been provided for in accordance with this Section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 4. Use of Proceeds. Proceeds of the sale of the Bonds shall be deposited in the treasury of the City to the credit of the “General Obligation Bonds, Series 2024 Construction Fund” of the City in two separate accounts as follows in the amounts determined as provided in Section 1(a)(3) hereof:

Name of Account

“Public Safety Account – Series 2024”

“Transportation Account – Series 2024”

to be used solely for the purposes specified in the ballot questions submitted to the qualified electors of the City at the Election; provided, however, that (i) such proceeds may be invested in the manner and under the circumstances allowed by law, and (ii) any moneys remaining in any subfund after such purposes shall have been accomplished shall be transferred to the applicable “Interest Fund” and “Redemption Fund” in the same fashion as taxes.

Section 5. Form of Bonds.

(a) The Bonds (including the form of certificate of authentication and form of assignment therefor) shall be in substantially the form set forth in the Exhibit attached hereto. There may be such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the Bonds in such form. Execution thereof by such officers shall constitute conclusive evidence of such approval.

(b) The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall show both the date of the issue and the date of authentication and registration of each Bond.

(c) The Bonds are prohibited from being converted to coupon or bearer bonds without the consent of the Council and approval of Greenberg Traurig, LLP, bond counsel to the City with respect to the issuance of the Bonds (“Bond Counsel”).

Section 6. Execution and Delivery of Bonds.

(a) The Bonds shall be executed for and on behalf of the City by the Mayor of the City and attested by the Clerk of the City. Such signatures may be by mechanical reproduction; however, such officers shall manually sign a certificate adopting as and for such signatures on the Bonds the respective mechanically reproduced signatures affixed to the Bonds.

(b) If an officer whose signature is on a Bond no longer holds that office at the time such Bond is authenticated and registered, the Bond shall nevertheless be valid and binding so long as such Bond would otherwise be valid and binding.

(c) A Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Bond Registrar and Paying Agent. The signature of the authorized representative of the Bond Registrar and Paying Agent shall be conclusive evidence that the Bond has been authenticated and issued pursuant to this Resolution.

Section 7. Mutilated, Lost or Destroyed Bonds. In case any Bond becomes mutilated or destroyed or lost, the City shall cause to be executed and delivered a new Bond of like type, date, maturity date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the City in connection therewith and, in the case of a Bond destroyed or lost, filing with the Bond Registrar and Paying Agent by the registered owner evidence satisfactory to the Bond Registrar and Paying Agent that such Bond was destroyed or lost, and furnishing the Bond Registrar and Paying Agent with a sufficient indemnity bond pursuant to Section 47-8405, Arizona Revised Statutes.

Section 8. Finalization and Dissemination of Notice; Acceptance of Proposal.

(a) The form of the Notice included in the hereinafter described Preliminary Official Statement is hereby approved in substantially such form. The Authorized Representatives are hereby authorized to finalize matters in the Notice including by making modifications, completions or changes of, or supplements to, the Notice and to determine how the Notice is to be disseminated. The Bonds shall be offered for public sale by the City on the date and at the hour set forth in the Notice. The proposal of the purchaser of the Bonds pursuant to the Notice which results in the lowest true interest cost to the City with respect to the Bonds and, in all respects, complies with the terms of the Notice and this Resolution, shall be accepted. Such acceptance shall be evidenced by the award pursuant to the Notice.

(b) The Authorized Representatives are hereby requested to cause the Bonds to be delivered to the purchaser of the Bonds pursuant to the Notice upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale provided in the Notice.

Section 9. Official Statement and Continuing Disclosure.

(a) (1) The preparation, distribution and use of a preliminary official statement relating to the Bonds (the “Preliminary Official Statement”) in substantially the form presented to the Council at the meeting at which this Resolution was adopted is in all respects hereby ratified, approved and confirmed, and the Authorized Representatives are hereby authorized to certify or otherwise represent that the Preliminary Official Statement, in original or revised form, is a “deemed final” official statement (except for permitted omissions) of the City as of a particular date for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(2) The Authorized Representatives are authorized and directed to approve, on behalf of the Council, and to execute and deliver, a final Official Statement in substantially the form of the Preliminary Official Statement, modified to reflect matters related to the sale of the Bonds, for distribution and use in connection with the offering and sale of the Bonds. The execution and delivery of such final Official Statement by any of the Authorized Representatives shall be conclusively deemed to evidence the approval of the status, form and contents thereof by the Council.

(b) Subject to annual appropriation to cover the costs of compliance therewith, the City shall comply with and carry out all of the provisions of a Continuing Disclosure Undertaking, to be dated the date of issuance of the Bonds (the “Undertaking”), with respect to the Bonds, which any of the Authorized Representatives are hereby authorized, for and on behalf of the Council, to execute, and the Clerk of the City is hereby authorized to attest and deliver, in substantially the form submitted to the Council at the meeting at which this Resolution was adopted, with such additions, deletions and modifications as shall be approved by the Authorized Representatives, and such execution and delivery shall constitute evidence of the approval of the Authorized Representatives of any departures from the form submitted to the Council at the time of adoption of this Resolution. Notwithstanding any other provision of this Resolution, failure of the City (if obligated pursuant to the Undertaking) to comply with the Undertaking shall not be considered an event of default; however, any beneficial owner (i.e., any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes) may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 10. Bond Registrar and Paying Agent.

(a) The Authorized Representatives are hereby authorized to appoint the initial authenticating agent, bond registrar, transfer agent and paying agent with respect to the Bonds (the “Bond Registrar and Paying Agent”), and a standard form contract therewith covering such services, with such additions, deletions and modifications as shall be approved by the Authorized Representatives, is hereby approved, and any of the Authorized Representatives are hereby authorized to execute, and the Clerk of the City is hereby authorized to attest and deliver,

such contract. The Bond Registrar and Paying Agent shall maintain the books of the City for the registration of ownership of each Bond.

(b) A Bond may be transferred on the registration books upon delivery and surrender of the Bond to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of the Bond to be transferred or the attorney-in-fact or legal representative thereof, containing written instructions as to the details of the transfer of such Bond. No transfer of any Bond shall be effective until entered on the registration books.

(c) In all cases upon the transfer of a Bond, the Bond Registrar and Paying Agent shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same type and of the authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Section.

(d) All costs and expenses of initial registration and payment of the Bonds shall be borne by the City, but the City and the Bond Registrar and Paying Agent shall charge the registered owner of such Bond for every subsequent transfer of a Bond including an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer and may require that such charge including for such transfer fee, tax or other governmental charge be paid before any such new Bond shall be delivered.

(e) The City and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on any regular record date and ending with the close of business on the corresponding interest payment date.

(f) The Bonds shall be subject to a Book-Entry System (as defined herein) of ownership and transfer, except as provided in subsection (3) of this subsection. The general provisions for effecting the Book-Entry System are as follows:

(1) The City hereby designates The Depository Trust Company, New York, New York, as the initial Depository (as defined herein) hereunder.

(2) Notwithstanding the provisions of this Section or of the Bonds to the contrary and so long as the Bonds are subject to a Book-Entry System, the Bonds shall initially be evidenced by one typewritten certificate for each maturity in an amount equal to the aggregate principal amount thereof. The Bonds so initially delivered shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company. The Bonds may not thereafter be transferred or exchanged on the registration books of the City maintained by the Bond Registrar and Paying Agent except:

(a) to any successor Depository designated pursuant to subsection (3) of this subsection;

(b) to any successor nominee designated by a Depository; or

(c) if the City shall elect to discontinue the Book-Entry System pursuant to subsection (3) of this subsection, the City shall cause the Bond Registrar and Paying Agent to authenticate and deliver replacement Bonds in fully registered form in authorized denominations in the names of the Beneficial Owners (as defined herein) or their nominees, as certified by the Depository, at the expense of the City; thereafter the other applicable provisions of this Resolution regarding registration, transfer and exchange of the Bonds shall apply.

(3) The Bond Registrar and Paying Agent, pursuant to a request from the City for the removal or replacement of the Depository, and upon thirty (30) days' notice to the Depository, may remove or replace the Depository. The Bond Registrar and Paying Agent shall remove or replace the Depository at any time pursuant to the request of the City. The Depository may determine not to continue to act as Depository for the Bonds upon thirty (30) days' written notice to the City and the Bond Registrar and Paying Agent. If the use of the Book-Entry System is discontinued, then after the Bond Registrar and Paying Agent has made provision for notification of the Beneficial Owners of their book entry interests in the Bonds by appropriate notice to the then Depository, the City and the Bond Registrar and Paying Agent shall permit withdrawal of the Bonds from the Depository and authenticate and deliver the Bond certificates in fully registered form and in denominations authorized by this Section to the assignees of the Depository or its nominee. Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Bond certificates) of the City.

(4) So long as the Book-Entry System is used for the Bonds, the City and the Bond Registrar and Paying Agent shall give any notice of redemption or any other notices required to be given to registered owners of Bonds only to the Depository or its nominee registered as the owner thereof. Any failure of the Depository to advise any of its participants, or of any participant to notify the Beneficial Owner, of any such notice and its content or effect shall not affect the validity of the redemption of the Bonds to be redeemed or of any other action premised on such notice. Neither the City nor the Bond Registrar and Paying Agent shall be responsible or liable for the failure of the Depository or any participant thereof to make any payment or give any notice to a Beneficial Owner in respect of the Bonds or any error or delay relating thereto.

(5) Notwithstanding any other provision of this Section or Section 2(b) hereof or of the Bonds to the contrary, so long as the Bonds are subject to a Book-Entry System, it shall not be necessary for the registered owner to present the applicable Bond for payment of mandatory redemption installments, if any. The mandatory redemption installments may be noted on books kept by the Bond Registrar and

Paying Agent and the Depository for such purpose, and the Bonds shall be tendered to the Bond Registrar and Paying Agent at their maturity.

(6) For purposes of this Section, “Beneficial Owners” shall mean actual purchasers of the Bonds whose ownership interest is evidenced only in the Book-Entry System maintained by the Depository, “Book-Entry System” shall mean a system for clearing and settlement of securities transactions among participants of a Depository (and other parties having custodial relationships with such participants) through electronic or manual book-entry changes in accounts of such participants maintained by the Depository hereunder for recording ownership of the Bonds by Beneficial Owners and transfers of ownership interests in the Bonds, and “Depository” shall mean The Depository Trust Company, New York, New York or any successor depository designated pursuant to this Section.

Section 11. General Federal Tax Law Covenants.

(a) (1) As will be provided in greater detail in the Certificate Relating To Federal Tax Matters to be delivered upon the initial delivery of the Bonds (the “Tax Certificate”), the City shall not make or direct the making of any investment or other use of the proceeds of any Bonds which would cause such Bonds to be “arbitrage bonds” as that term is defined in Section 148 (or any successor provision thereto) of the Internal Revenue Code of 1986, as amended (the “Code”), or “private activity bonds” as that term is defined in Section 141 (or any successor provision thereto) of the Code, and shall comply with the requirements of the Code sections and the regulations promulgated thereunder (the “Regulations”) throughout the term of the Bonds. In consideration of the purchase and acceptance of the Bonds by such holders from time to time and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the Council covenants, and the appropriate officials of the City are hereby directed, to take all action required to maintain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(2) The City shall be the owner of the facilities financed with the proceeds of the sale of the Bonds (the “Facilities”) for federal income tax purposes. Except as otherwise advised in a Bond Counsel’s Opinion (as defined herein), the City shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Facilities unless the management or service contract complies with the requirements of the Code, the Regulations and any applicable interpretive guidance with respect thereto as may control at the time, or (ii) any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Facilities. Also, the payment of principal and interest with respect to the Bonds shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Bonds, or amounts treated as proceeds of the Bonds, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Bonds are being issued, (ii) may be so used in making investments of a bona

vide debt service fund or (iii) may be invested in obligations issued by the United States Treasury.

(3) The procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the issuance of the Bonds (initially Section 12 hereof) shall be complied with for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(b) (1) The City shall take all necessary and desirable steps, as determined by the Council, to comply with the requirements hereunder in order to ensure that interest on the Bonds is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Bond Counsel's Opinion that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Bonds, or (ii) compliance with some other requirement will meet the requirements of the Code. In the event the City receives such a Bond Counsel's Opinion, this Resolution shall be amended to conform to the requirements set forth in such opinion.

(2) If for any reason any requirement hereunder is not complied with, the Council shall take all necessary and desirable steps, as determined by the City, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the City shall pay any required interest or penalty under Regulations Section 1.148-3(h).

(c) The City has adopted post-issuance tax compliance procedures, with which the City shall comply.

Section 12. Arbitrage Rebate Covenants.

(a) Terms not otherwise defined in Subsection (b) hereof shall have the meanings given to them in the Tax Certificate.

(b) The following terms shall have the following meanings:

"Bond Counsel's Opinion" shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"Bond Year" shall mean each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Bonds and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the last Bond.

"Bond Yield" is as indicated in the Tax Certificate. Bond Yield shall be recomputed if required by Regulations Section 1.148-4(b)(4) or 4(h)(3). Bond Yield shall mean

the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations Section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Bonds as determined under Regulations Section 1.148-4(b). The present value of all such payments shall be computed as of the date of issue of the Bonds and using semiannual compounding on the basis of a 360-day year.

“Gross Proceeds” shall mean:

(i) any amounts actually or constructively received by the City from the sale of the Bonds but excluding amounts used to pay accrued interest on the Bonds within one year of the date of issuance of the Bonds;

(ii) transferred proceeds of the Bonds under Regulations Section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii); and

(iv) replacement proceeds of the Bonds within the meaning of Regulations Section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Bonds, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Bonds in the event the City encounters financial difficulties and other replacement proceeds within the meaning of Regulations Section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account.

“Investment Property” shall mean any security, obligation (other than a tax-exempt bond within the meaning of Code Section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations Section 1.148-1(b).

“Issue Price” is as indicated in the Tax Certificate and shall be determined as provided in Regulations Section 1.148-1(b).

“Nonpurpose Investment” shall mean any Investment Property acquired with Gross Proceeds, and which is not acquired to carry out the governmental purposes of the Bonds.

“Payment” shall mean any payment within the meaning of Regulations Section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

“Rebate Requirement” shall mean at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations Section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under Section 148(f)(4) of the Code or Regulations Section 1.148-7.

“Receipt” shall mean any receipt within the meaning of Regulations Section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

“Regulations” shall mean Sections 1.148-1 through 1.148-11 and Section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

(c) Within 60 days after the end of each Bond Year, the City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(1) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Bonds (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Bonds (determined as of the last day of such Bond Year); and

(2) not later than 60 days after the retirement of the last Bond, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Bond).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

(d) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(e) For purposes of Subsection (d), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(1) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm’s length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(2) Except as provided in Subsection (f) or (g), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code Section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(3) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition

or sale or disposition shall be treated as establishing the fair market value of the obligation.

(f) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(1) the yield on reasonably comparable direct obligations of the United States; and

(2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(g) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(1) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the City or any other person for purposes of satisfying the requirements in the Regulations that the City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Bonds.

(2) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(3) At least three reasonably competitive providers (i.e. having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Bonds (e.g., a lead underwriter within 15 days of the issue date of the Bonds or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the City uses an agent to conduct the bidding, the agent may not bid.

(4) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(5) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(7) The provider of the investment contract certifies the administrative costs (as defined in Regulations Section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(8) The City retains until three years after the last outstanding Bond is retired, (i) a copy of the guaranteed investment contract, (ii) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the City and a copy of the provider's certification described in (7) above, (iii) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (iv) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(h) The employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code is hereby authorized.

Section 13. Resolution a Contract; Severability; Ratification of Actions.

(a) This Resolution shall constitute a contract between the City and the registered owners of the Bonds and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding.

(b) If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof, and authorized the issuance of the Bonds pursuant hereto, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable.

(c) All actions of the officers, employees and agents of the City including the Council which conform to the purposes and intent of this Resolution and which further the sale and issuance of the Bonds as contemplated by this Resolution, whether taken before or after adoption of this Resolution, are hereby ratified, confirmed and approved, including retention of consultants and counsel necessary to carry out the purposes of this Resolution. The

proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

(d) All acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law, and no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

(e) All formal actions of the Council concerning and relating to the passage of this Resolution were taken in an open meeting of the Council, and all deliberations of the Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

PASSED, ADOPTED, and APPROVED this 6th day of August 2024.

.....
Mayor, City of Surprise, Arizona

ATTEST:

.....
Clerk, City of Surprise, Arizona

APPROVED AS TO FORM:

.....
City Attorney, City of Surprise, Arizona

EXHIBIT

[FORM OF BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (“DTC”) TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.*

REGISTERED
NO.

REGISTERED
\$.

UNITED STATES OF AMERICA

STATE OF ARIZONA

CITY OF SURPRISE, ARIZONA
GENERAL OBLIGATION BOND, SERIES 2024

Interest Rate:
.....%

Maturity Date:
July 1,

Dated:
....., 2024

CUSIP:
868880

REGISTERED OWNER: CEDE & CO.*

PRINCIPAL AMOUNT: DOLLARS

THE CITY OF SURPRISE, ARIZONA, a body politic and corporate, duly incorporated and existing pursuant to the laws of the State of Arizona (the “City”), for value received, hereby promises to pay to the aforesaid registered owner, or registered assigns, the aforesaid principal amount on the aforesaid maturity date unless earlier redeemed and then on the applicable redemption date, and to pay interest on the principal amount from the date this Bond is dated, at the aforesaid interest rate (computed on the basis of a 360-day year of twelve 30-day months) on each January 1 and July 1 (each an “interest payment date”), commencing,, to its maturity or its redemption prior to maturity. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated

* Insert only while The Depository Trust Company, New York, New York, is the Securities Depository.

Exhibit-1

corporate trust office of, as the “Bond Registrar and Paying Agent.” Interest on this Bond is payable by check, dated as of the interest payment date, mailed to the registered owner hereof and at the address appearing on the registration books maintained by the Bond Registrar and Paying Agent at the close of business on the 15th day of the month next preceding that interest payment date (the “regular record date”). Any such interest which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owner of this Bond not less than 10 days prior thereto.

The principal of and interest and premium, if any, on this Bond are payable in lawful money of the United States of America, on the respective dates when principal and interest become due.

This Bond is one of a series of bonds (the “Bonds”) indicated above in the aggregate principal amount of \$.....,000 of like tenor except as to amount, maturity date, rate of interest and number. The Bonds represent the first installment of an aggregate voted amount of \$100,000,000 principal amount approved at a special bond election duly called and held in and for the City on November 7, 2023, for the purposes provided in the Questions numbered 1 and 2 considered at such election. The Bonds are being issued by the City pursuant to a Resolution of the Mayor and Council of the City, duly adopted prior to the issuance hereof, all of the terms of which are hereby incorporated herein (the “Resolution”), and pursuant to the Constitution and laws of the State of Arizona relative to the sale and issuance of general obligation bonds of municipalities, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of this Bond, there shall be levied on all taxable property in the City a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on this Bond as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes of the City are levied, assessed and collected.

The Bonds maturing before and on July 1,, are not subject to redemption prior to maturity. The Bonds maturing on and after July 1,, are subject to redemption prior to maturity, in whole or in part, on July 1,, or any date thereafter, by the payment of a redemption price equal to the principal amount of each such Bond redeemed plus interest accrued to the date fixed for redemption plus a premium (calculated as a percentage of the principal amount of such Bonds to be redeemed) to be computed as follows:

<u>Redemption Dates</u>	<u>Premium</u>
July 1,, and January 1,	%
July 1,, and January 1,	
July 1,, and thereafter	0.0

The Bonds maturing on July 1,, shall be redeemed prior to maturity on July 1, in the years and amounts set forth below, by payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption, but without a premium:

<u>Year</u>	<u>Amount</u>
	\$

A remaining principal amount of \$.....,000 of Bonds maturing on July 1,, shall mature on July 1,

Not more than seventy-five (75) nor less than sixty (60) days prior to the mandatory redemption date for the Bonds maturing on July 1,, the Bond Registrar and Paying Agent shall proceed to select for redemption (by lot in such manner as the Bond Registrar and Paying Agent may determine) from all the Bonds maturing on July 1,, outstanding a principal amount of the Bonds maturing on July 1,, equal to the aggregate principal amount of the Bonds maturing on July 1,, to be redeemed and shall redeem such Bonds maturing on July 1,, on the next July 1 and give notice of such redemption.

Notice of redemption of any such Bond will be mailed not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption to the registered owner of such Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to properly give such notice of redemption shall not affect the redemption of any such Bond for which notice was properly given.

The Bond Registrar and Paying Agent shall maintain the registration books of the City for the registration of ownership of each Bond as provided in the Resolution. (The Bond Registrar and Paying Agent may be changed without notice or consent.)

This Bond may be transferred on the registration books upon delivery and surrender hereof to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory

to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books.

In all cases upon the transfer of this Bond, the Bond Registrar and Paying Agent shall transfer the ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. The City and the Bond Registrar and Paying Agent shall charge the owner of such Bond for every transfer of a Bond, including an amount sufficient to reimburse them for any transfer fee, tax or other charge required to be paid with respect to such transfer and may require that such charge, including such transfer fee, tax or other charge be paid before any such new Bond shall be delivered.

The City and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on any regular record date and ending with the close of business on the corresponding interest payment date.

This Bond shall not be entitled to any security or benefit under the Resolution or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

Pursuant to the Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States government ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Resolution or payable from ad valorem taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

It is hereby certified, recited and declared (i) that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the issuance of this Bond and of the series of which it is one, have happened, have been done, do exist and have been performed in regular and due form and time as required by law, (ii) that the obligation evidenced by the series of Bonds of which this is one, together with all other existing indebtedness of the City, does not exceed any applicable constitutional or statutory limitation, and (iii) that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon taxable property within the City, over and above all other taxes authorized or limited by law, sufficient to pay the principal hereof and the interest hereon as each becomes due.

IN WITNESS WHEREOF, THE CITY OF SURPRISE, ARIZONA, has caused this Bond to be executed in the name of the City by the facsimile signature of the Mayor of the City and such signature of the Mayor of the City to be attested by the facsimile signature of the Clerk of the City.

CITY OF SURPRISE, ARIZONA

By (Facsimile)
Mayor

ATTEST:

By (Facsimile)
Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution and is one of the City of Surprise, Arizona General Obligation Bonds, Series 2024.

Date of Authentication:

.....,
as Bond Registrar and Paying Agent

By.....
Authorized Representative

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto the within Bond and irrevocably constitutes and appoints attorney to transfer this Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:
Signature

Signature Guaranteed:

.....
[Insert proper legend] Signature

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - Custodian
(Cust) (Minor)

under Uniform Gifts/Transfers to Minors Act
(State)

Additional abbreviations may also be used though not included in the above list

ALL FEES AND COSTS OF TRANSFER
SHALL BE PAID BY THE TRANSFEROR

Exhibit-6

CERTIFICATION

I hereby certify that the foregoing Resolution No. was duly passed and adopted by the Mayor and the Council of the City of Surprise, Arizona, at a regular meeting held on the 6th day of August 2024, and the vote was ayes and nays and that the Mayor and Councilmembers were present thereat.

.....
Clerk, City of Surprise, Arizona



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: August 6, 2024
Submitting Department: Human Resources
Staff Recommendations: None

Contact Person:
District: Internal

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

Consideration and action to recess into executive session to discuss and consider end of year evaluations and Fiscal Year 2025 goals for the City Manager, City Clerk, City Auditor, and City Attorney pursuant to A.R.S. 38-431.03 (A)(1).

Motion:

I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
