



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

Tuesday, September 3, 2024 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

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

F. City Clerk Report

G. Regular City Council Meeting Agenda

CONSENT AGENDA:

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|----|------------|--|---|
| 1. | Internal | Consideration and action to approve the August 20, 2024 Regular Work Session Minutes, Regular City Council Meeting Minutes, and Executive Session Minutes. | Kristi Passarelli
City Clerk |
| 2. | District 5 | Consideration and action pertaining to approval of a Final Plat entitled, "Litchfield Place" and dated July 11, 2024, for the Litchfield Place commercial development, generally located north of the northwest corner of Litchfield Road and Waddell Road; Case #FS24-0500. | Leslie Carnie
Community
Development |
| 3. | District 6 | Consideration and action pertaining to acceptance of a Quit Claim Deed for dedication of right-of-way from William F. Butler on West Peoria and North 136 th Avenues. | Lloyd Abrams
Community
Development |
| 4. | District 6 | Consideration and action pertaining to acceptance of a Quit Claim Deed for dedication of right-of-way from the April D Butler Family Trust on Peoria and 136 th Avenues. | Lloyd Abrams
Community
Development |
| 5. | District 1 | Consideration and action pertaining to acceptance of a Quit Claim Deed for dedication of right-of-way from Dale Saunders on 163 rd Avenue north of Jomax Road. | Lloyd Abrams
Community
Development |
| 6. | District 6 | Consideration and action pertaining to acceptance of a Water Line Easement from US Door & Building Components, LLC, near West Peoria Avenue and North Solar Canyon Way. | Lloyd Abrams
Community
Development |

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| 7. | District 3 | Consideration and action pertaining to acceptance of a Quit Claim Deed for dedication of right-of-way from Moore Ranches Inc, on Cactus Road and Cotton Lane. | Lloyd Abrams
Community
Development |
| 8. | District 3 | Consideration and action pertaining to acceptance of a Drainage Easement from Moore Ranches, Inc. at Cactus Road and Cotton Lane. | Lloyd Abrams
Community
Development |
| 9. | District 1 | Consideration and action pertaining to acceptance of a Quit Claim Deed for dedication of right-of-way from Jomax SWA Investments on 163 rd Avenue north of Jomax Road. | Lloyd Abrams
Community
Development |
| 10. | District 3 | Consideration and action pertaining to the immediate formation of a lighting improvement district known as SU-AutoshowEast3216 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-92. | Kristin Tytler
Public Works |
| 11. | Citywide | Consideration and action pertaining to acceptance of a grant from the Maricopa Association of Governments; approval of a fiscal year 2025 budget amendment moving budget in the amount of \$100,000 to complete an electric vehicle siting plan and amending the Fiscal Year 2025 Contract Awarding Authority List; Resolution #2024-129. | Eric Boyles
Transportation |
| 12. | Internal | Consideration and action pertaining to adoption of certain amendments to the City of Surprise Policies and Procedures Manual. | Robert Wingo
Legal |
| 13. | Citywide | Consideration and action pertaining to acceptance of a grant from the Gila River Indian Community and approval of a Fiscal Year 2025 budget amendment by moving budget in the amount of \$20,000; Resolution #2024-136. | Brenden Espie
Fire - Medical |
| 14. | Citywide | Consideration and action pertaining to approval of a Subrecipient Agreement with Maricopa County Department of Emergency Management (MCDEM) and a Fiscal Year 2025 budget amendment moving budget in the amount of \$64,400 for overtime expenses: Resolution #2024-138. | Benny Pina
Police |

REGULAR AGENDA ITEM - PUBLIC HEARING:

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| 15. | District 1 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 303603, requested by Jose Anotnio Salazar, for Chef Peter's Bistro @ The Chuck Wagon for Series 12 Liquor License. Chef Peter's Bistro @ The Chuck Wagon is located at 17200 W Bell Road, Surprise, AZ 85374. | Kristi Passarelli
City Clerk |
| 16. | District 1 | Consideration and action pertaining to ordering the formation of the street lighting improvements district known as the City of Surprise, Arizona, SU- EllenRanch218 Lighting Improvement District as described in Resolution #2024-101; Resolution #2024-122. | Kristin Tytler
Public Works |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

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| 17. | District 1 | Consideration and action directing the recording of a blank petition for the Nobella annexation of 1.9 acres | Trever Fleetham |
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| | | located on Jomax Road and East of 163rd Avenue pursuant to A.R.S. 9-471; Case #FS24-0548; Resolution #2024-135. | Community Development |
| 18. | District 3 | Consideration and action pertaining to the abandonment of the Final Plat entitled, "Estia at Zanjero Trails", a property generally located at the southwest corner of Cactus Road and Perryville Road; Resolution #2024-140. | Jani Wertin
Community Development |
| 19. | District 3 | Consideration and action pertaining to approval of the Final Plat entitled "Replat Estia at Zanjero Trails" and dated May 9, 2024, a property located at the southwest corner of Cactus Road and Perryville Road; Case FS23-0959. | Jani Wertin
Community Development |

H. Call To The Public

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins. 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.

- 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).

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| 20. | Citywide | Consideration and action to recess into executive session for discussion or consultation for legal advice from the City Attorney pertaining to public participation at council meetings pursuant to A.R.S. 38-431.03(A)(3). | Legal |
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L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, August 29, 2024 @ 11:30 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: September 3, 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: September 3, 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: September 3, 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 August 20, 2024 Regular Work Session Minutes, Regular City Council Meeting Minutes, and Executive Session Minutes.

Motion:

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

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 082024 Work Session Minutes DRAFT
 2. 082024 Regular Meeting Minutes DRAFT
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CITY OF SURPRISE
City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, August 20, 2024 @ 4:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular Council Work Session of August 20, 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. 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 West Valley Arts and Economic Prosperity Report.

Arts & Culture Manager, Julie Akerly, came to talk about this item. She introduced West Valley Arts Council members Kathy Knecht and Michael Denson the deputy director.

Kathy talked about their mission statement, and gave statistics about events, visitors, and artists. Michael talked about focus areas, AZ Arts and Economic Prosperity Report, Local and Non-Local attendees, West Valley Impact, West Valley Residents Value in the Arts, Driving Tourism on the West Valley. Kathy talked about how many people visit from out of state.

Julie talked about the Arts Industry, Economic Impact, Creative Placemaking, and Statistics. She also talked about the Experience Economy. She asked what would be helpful for council to know?

Vice-Mayor Haney, wanted to know about public art. He asked about the heat and the impact on public art? And if there a spike when the temperature cools off? Julie said that would be interesting to know.

Councilmember Remley, asked if we still do tours for various art in Surprise? Julie said they tested a few things last year. She said they would be looking at a bus tour connecting the West Valley. Ken said the city will get its most exposure when snow birds were here and suggested

doing stuff during the cooler months.

Councilmember Judd, asked what is an arts and culture event? What is the criteria? Kathy said it was a very broad definition. Councilmember Judd talked about the Vista and looking into bringing more programming there. Julie talked about the importance of the Vista.

2. Presentation and discussion pertaining to the 2023-2024 Surprise Community Outreach Program and Neighborhood Grant awards.

Seth Dyson, came to present this item. He talked about the purpose of the program, and the recipients. Namely: New Leaf, Aid to Adoption of Special Kids (AASK), Arizona Burn Foundation, Autism Life and Living, Benevilla, Best Buddies, Chance Shelter, Employed and Overjoyed, HART Pantry, Known Church, One Step Beyond Inc, Radiant Church, Seeds of Hope International Ministries, Sounds of Autism, Special Olympics Arizona, St. Vincent de Paul St. Clare of Assisi Conference, Stepping up for Seniors, Surprise Young Life, The Vista Center for the Arts, TheaterWorks, Northwest Valley Family YMCA, WHAM Art Association, and Women 4 Women.

He also talked about Neighborhood Grants: Arizona Traditions, Homestead at Marley Park, Sierra Verde Spring Eggstravaganza, and Surprise Farms III. He gave a summary of all the contributions made.

Vice-Mayor Haney, talked about his experience on this committee and the impact this has in the City.

Councilmember Cline, talked about the AZ Burn foundation and charities. She talked about how the efforts made for deaf citizens. She thanked staff and volunteers for their efforts.

Councilmember Judd, wanted to echo the sentiments made. He thanked council for continuing to fund the program. He also thanked staff for their efforts.

Mayor Hall asked about Seth's current achievements.

3. Presentation and discussion pertaining to truck parking solutions.

Assistant City Manager, Tracy Montgomery, came to present this item. She gave some background on the topic. She talked about the solutions requested by council, Amending the Parking Ordinance, Alternative Truck Parking Locations, Council Direction, Project Timeline, Project Outcomes including warnings citations and parking use.

Councilmember Duffy, thanked staff and noted that this had significant positive impact.

Councilmember Judd, thanked staff as well. He said he noticed the impact as well.

- H. Other Business and Future Agenda Items

- I. City Council Reports

- J. Executive Session

1. Executive Session Items

2. Executive Disclaimer - Part 1

3. Executive Disclaimer - Part 2

4. Executive Disclaimer - Part 3

K. Adjournment

Motion: To Adjourn

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

Meeting Adjourned at 4:53 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, August 20, 2024.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, August 20, 2024 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular Council Meeting of August 20, 2024 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Mayor Hall led a Moment of Silence.

B. Roll Call

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

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

2. City Manager sub-text

3. Reports

City Manager Bob Wigenroth introduced, Glenn Stark from Nicky D Bacon VFW Post 285 he presented awards to both Officer Philip Ortega and Captain Ronald Steinhilber.

Officer Ortega has been awarded a Certificate of Special Recognition from the State HQ

Captain Steinhilber has been chosen as the VFW State First Place winner as Fire fighter of the Year.

Shelby Fenwick introduced the Youth Council members.

Peyton Anthony, Highland Prep

Maddie Mize, Paradise Honors

Councilmember Remley talked about Highland Prep and praised their involvement with the Youth Council.

F. City Clerk Report

4. Reports

G. Regular City Council Meeting Agenda

5. CONSENT AGENDA:

Motion: To Approve

Initiated By: Jack Hastings

Seconded By: Chris Judd

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

Vote Result: Passed

1. Consideration and action to approve the August 6, 2024 Regular Work Session Minutes, Regular City Council Meeting Minutes, Special City Council Meeting Minutes, and Executive Session Minutes.
2. Consideration and action declaring the intent and ordering the enlargement of an existing lighting improvement district known as City of Surprise, Arizona, Surprise Valley Station pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-69.
3. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Alta Surprise, generally located at the northwest corner of North Litchfield Road and West Statler Boulevard; Resolution #2024-121.
4. Consideration and action pertaining to the approval of a modification to the Memorandum of Understanding with the U.S. Department of Justice, U.S. Marshals Service to provide additional funding for overtime expenses associated with the participation of one Surprise Police Officer in the JLEO Task Force and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$2,600; Resolution #2024-126.
5. Consideration and action to approve a Cell Tower License Agreement with DISH Wireless L.L.C. to locate on an existing structure at the Surprise Stadium Campus; Resolution #2024-134.
6. Consideration and action pertaining to approval of an amendment to the Employment Agreement with City Attorney.
7. Consideration and action pertaining to an amendment to the Surprise Municipal Code, Sections 2-61 and 2-65 regarding placement of items on agendas and convening special meetings; Ordinance # 2024-28.
6. REGULAR AGENDA ITEM - PUBLIC HEARING:
8. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 299903, requested by Ryan Winter Anderson, for Arizona Traditions Community Center for Series 14 Liquor License. Arizona Traditions Community Center is located at 17221 N Citrus Road, Surprise, AZ 85374.

Motion: To Approve
Initiated By: Aly Cline
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

9. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 296751, requested by Howard Everett Magee, for Carioca Shell #5 for Series 10 Liquor License. Carioca Shell #5 is located at 15470 W Cactus Road, Surprise, AZ 85379.

Motion: To Approve
Initiated By: Chris Judd
Seconded By: Aly Cline

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

Vote Result: Passed

10. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 296995, requested by Charles Huellmantel, for Quiktrip #1430 for Series 10 Liquor License. Quiktrip #1430 is located at 12294 N Prasada Parkway, Surprise, AZ 85388.

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

11. Consideration and action pertaining to a Zone Change for the Surprise Foothills Southwest 40 project to rezone approximately 40 acres from Rural Residential (RR) to Residential Medium Density (R-2) generally located east of 243rd Avenue, south of Deer Valley Road and north of Beardsley Road; Ordinance #2024-25.

Chris Sexton, came to present this item. She talked about the existing zoning, proposed zoning, Roadway network, Lotting, and Outreach, and P&Z Recommendations.

Mrs. Massie, a Surprise resident, came to voice her concerns about the item.

Jeff Blilie, came to talk about this item on behalf of the developer. He talked about the history of this item. He talked about the actual range for the number of lots, and the development going into the area. He talked about the lack of concern at previous outreach attempts.

Councilmember Hastings, talked about the development in Surprise. He asked if it was even legal to stop? Attorney Wingo said it wouldn't be possible. Councilmember Hastings, talked about standing up to bad projects. He talked about the impact council has on development. He asked what happens when land is annexed and the default zoning it receives? Chris said it depends, sometimes it's similar to what's already decided, other times by the developer. Lloyd said it comes in like-to-like. Councilmember Hastings, asked about the number of units? And said there is a difference.

Vice-Mayor Haney asked where the traffic will go? Jeff said the main access is 239th to Sun Valley Parkway and that residents could avoid the corridor. Vice-Mayor Haney talked about growing in a smart way and developing infrastructure, he asked about the timing involved? Jeff said alot of it was worked on over the last 20 years. Vice-Mayor Haney asked if it was a requirement to have the infrastructure in? Jeff said it was. Vice-Mayor Haney asked it was 90

units? Jeff said approximately it would be and how it would connect to the surrounding areas. Vice-Mayor Haney asked when this would be developed? Jeff said its under contract and that could be within the next year potentially. Vice-Mayor Haney asked how much of the roadwork is being developed by them? Jeff said they were building all of it. Vice-Mayor Haney talked about the importance of smart growth.

Councilmember Cline asked about stipulation C and the access to amenities? Jeff talked about local parks, pools, and schools; as well as trails. Councilmember Cline asked about school sites? Jeff said there is a school site nearby. She talked about how she wanted to accommodate the area appropriately. She asked about infrastructure lien timelines? Jeff said that the City can place a lien at any time.

Councilmember Remley, asked about 243rd and its location to Sun City Festival, he asked about models located there? Jeff said that Mesquite mountain ranch is around that area. He said 243rd doesn't connect right now.

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

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

Vote Result: Passed

12. Consideration and action pertaining to a Zone Change for the Surprise Foothills Central 40 project to rezone approximately 40 acres from Rural Residential (RR) to a combination of Residential Low Density (R-1) and Residential Medium Density (R-2) generally located north of Deer Valley Road and east of Foothills Boulevard (future alignment); Ordinance #2024-24.

Chris Sexton, continued to present for this item. She talked about the zoning map, existing zoning, roadway network, roadways, development plan, Open Space Plan, Conceptual Lotting Plan, Outreach efforts, and P&Z Recommendations.

Mrs. Massie, a Surprise Resident, came to express her concerns about the location's development and emergency response.

Lloyd Abrams, came to talk about the incoming fire station development. He talked about impact fees supplementing to build the fire station. He also talked about mutual aid agreements. Mayor Hall asked if there was a fire station in SunCity Festival? Lloyd said there was.

Councilmember Cline, talked about Public Works developing a traffic light in the region.

Vice-Mayor Haney, asked about the land dedicated to the fire station and if it was in addition to the bond? Lloyd said it was in addition. Vice-Mayor Haney asked Chief Espie about response times and asked about automatic aid? He said the closets units will respond to emergencies. Chief Espie talked about Surprise, Glendale, and Buckeye supporting each other. Vice-Mayor Haney asked about a district station? Chief Espie talked about the need for multiple units, and building things right the first time, as well as future development.

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

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

Abstain: Aly Cline

Vote Result: Passed

15. Consideration and action pertaining to approval of the Surprise Storage Pre-Annexation Development Agreement; Resolution #2024-127

Lloyd came to present this item. He talked about the region, and Agreement obligations.

Councilmember Hastings, asked about the benefit to them by annexation? Lloyd said it was water, sewage, and public safety services.

Motion: To Approve

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

13. Consideration and action pertaining to the annexation of approximately 4.07 acres of county land, generally located south of the southeast corner of 163rd Avenue and 162nd Drive; Ordinance # 2024-15.

Chris Sexton came to present this item, she talked about the development map, vicinity, existing city boundaries, proposed boundaries, post annexation zoning, annexation steps, and Concurrent Cases.

Councilmember Cline, talked about storage units reputations; she talked about the importance of offering this service to the area.

Councilmember Hastings, said there is a demand for this type of development.

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

14. Consideration and action pertaining to a Zone Change of 0.41 acres from Rural Residential (RR) to Regional Commercial (C-3), on one (1) undeveloped parcel, located south of the southeast corner of 163rd Avenue and 162nd Drive; Ordinance #2024-13.

Chris Sexton, came to present this item. She talked about the development map, Vicinity Map, Existing Zoning, General Plan Map, Conceptual Site Plan, Outreach, and P&Z Recommendations.

Mrs. Massie, a Surprise Resident, came to voice her concerns about the project with traffic.

Lloyd Abrams, came to talk about the history of this project, and the proposed development.

Vice-Mayor Haney, asked about the access of the property? Lloyd said there will be two points.

Vice-Mayor Haney asked about the timing of the 163rd expansion, and if it will be complete by the time they start construction? Jeff talked about the right of way and that things can't be developed until the rest is put in. Vice-Mayor asked about how many trips the development would generate? Jeff said possible dozens a day. Vice-Mayor Haney asked if it was going to be developed either way? Jeff said it was already approved. He also talked about the possible financial impacts for the city. Vice-Mayor Haney asked if there was a way to make sure the infrastructure will be made first? Lloyd said they will need two points of access and this would grant it.

Councilmember Remley, talked about the traffic in the area. He asked about making sure the roads going in would work. Lloyd said it is far enough out that it would interfere with anything in the future. Jeff said they could stipulate future development of the 303 that wont infringe on the property?

Councilmember Hastings, asked if this was going to be a storage unit regardless? and if the rezoning will financially benefit the City. He asked about the entrance? Jeff said it was around 162nd. He also said there is alot between the development and the 303.

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

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

Vote Result: Passed

7. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

16. Consideration and action pertaining to approval of an amendment to the Surprise Municipal Code Chapter 2, Sec. 2-299 to update the mission, powers, responsibilities, and duties of the Arts and Cultural Advisory Commission; Ordinance #2024-14.

Arts & Culture Director, Julie Akerly, came to present this item. She introduced Taylor Ingro. Taylor talked about the need to update the language. She talked about the Purpose, Process, Mission, Powers, Duties, Responsibilities.

Motion: To Approve
Initiated By: Aly Cline
Seconded By: Jack Hastings

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

Vote Result: Passed

17. Consideration and action pertaining to approval of the Greater Phoenix Economic Council FY2025 Annual Contract.

Economic Director, Jeanine Jerkovic, came to present this item. She introduced Chris Camacho to talk about this topic. He talked about GPEC Missions and Values, Regional Results, Recent West Valley Announcements, 5-Year Trend on Revenue Return, Results Through Regional Success, GPEC Partnership, Community Partnership Program, FY-25 Strategic Plan Goals, FY-24 Overview, Prospect Activity, Active Prospects and Type and Operation, and Prospects by HQ Locations.

Councilmember Hastings, talked about the development of the City of the years. He talked about the number of jobs being generated. He asked about TSMC and the role GPEC has? Chris gave history about getting TSMC into the Valley.

Councilmember Duffy, talked about the City's relationship with GPEC. He talked about the amount of work put in by GPEC.

Motion: To Approve
Initiated By: Aly Cline
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

18. Consideration and action directing the recording of a blank petition for annexation in accordance with A.R.S. 9-471 of approximately 10.8 acres generally located at the southeast corner of 163rd Avenue and Pinnacle Peak Road; Case #FS24-0505; Resolution #2024-124.

Trever Fleetham, came to present this item. He talked about the Vicinity Map, Existing City Boundary, and Annexation Steps.

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

19. Consideration and action pertaining to approval of a Fiscal Year 2025 budget amendment by moving budget in the amount of \$300,000, and amending the Fiscal Year 2025 Contract Awarding Authority List for office renovation expenses within the Police Department; Resolution #2024-128.

Chief Pena, came to present this item. He talked about the office tenant improvement, and Project Overview.

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

H. Call To The Public

Mrs. Massie, a Surprise Resident, voiced her concerns about the City Attorney's salary.

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

8. Executive Session Items

9. Executive Disclaimer - Part 1

10. Executive Disclaimer - Part 2

11. Executive Disclaimer - Part 3

21. Consideration and action to recess into executive session for discussion and consultation with the City Attorney to consider its position and receive legal advice pertaining to contemplated litigation regarding the City's loss of long-term storage credits from water stored in the Maricopa Water District's groundwater savings facility pursuant to A.R.S §§ 38-431.03 and 04.

Motion: To Enter Executive Session

Initiated By: Aly Cline

Seconded By: Jack Hastings

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

No: None

Abstain: None

Vote Result: Passed

Councilmember Remley left the meeting after the vote.

Executive Session was entered in at 7:59 PM

20. Consideration and action authorizing the City Attorney, or his designees, to take any and all action necessary, including but not limited to initiating litigation, to recover the City of Surprise's loss of long-term storage credits, and any damages related thereto, from water stored in the Maricopa Water District's groundwater savings facility.

Meeting reconvened at 8:16 PM

Motion: To Approve

Initiated By: Aly Cline

Seconded By: Jack Hastings

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

No: None

Abstain: None

Vote Result: Passed

L. Adjournment

Motion: To Adjourn

Initiated By: Aly Cline

Seconded By: Chris Judd

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

No: None

Abstain: None

Vote Result: Passed

Meeting adjourned at 8:17 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, August 20, 2024.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 5
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 a Final Plat entitled, “Litchfield Place” and dated July 11, 2024, for the Litchfield Place commercial development, generally located north of the northwest corner of Litchfield Road and Waddell Road; Case #FS24-0500.

Motion:

I move to approve the Final Plat entitled, “Litchfield Place” and dated July 11, 2024.

Background:

Lucy Acosta of Optimus Civil Design Group, on behalf of Levine Investments LP, requests approval of a Final Plat for “Litchfield Place”, a site generally located north of the northwest corner of Litchfield Road and Waddell Road. The proposed Final Plat creates eight parcels consistent with the approved Litchfield Place Master Site Plan.

Objective Analysis:

The subject Final Plat meets the requirements set forth in the Surprise Municipal Code. All City reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

The subject Final Plat is consistent with the Surprise General Plan and the Land Development Ordinance (LDO).

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 – FS24-0500 Litchfield Place Final Plat – Staff Report
 2. 01 – FS24-0500 Litchfield Place Final Plat – Vicinity Map
 3. 02 – FS24-0500 Litchfield Place Final Plat – Zoning Map
 4. 03 – FS24-0500 Litchfield Place Final Plat – Plat Exhibit
 5. 04 – FS24-0500 Litchfield Place Final Plat – Final Plat
 6. FS24-0500 Litchfield Place Final Plat - Presentation
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS24-0500

Project Name: Litchfield Place Final Plat

Council District: 5 - Palm

Meeting Date: September 03, 2024

Planner: Leslie Carnie, Planner II

Owner: Levine Investments LP

Applicant: Lucy Acosta of Optimus Civil Design Group

Request: Approval of a Final Plat entitled "Litchfield Place".

Site Location: Generally located north of the northwest corner of Litchfield Road and Waddell Road.

Site Size: 16.81 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:

Lucy Acosta of Optimus Civil Design Group, on behalf of Levine Investments LP, requests approval of a Final Plat for "Litchfield Place", a site generally located north of the northwest corner of Litchfield Road and Waddell Road. The proposed Final Plat creates eight parcels consistent with the approved Litchfield Place Master Site Plan.

BACKGROUND

February 25, 1991: The subject parcel was annexed into the city under Ordinance 99-01.

August 22, 2002: The Mayor and City Council approved the Sierra Verde PAD. Ordinance 02-31.

August 07, 2003: The Mayor and City Council approved the Sierra Verde Employment PAD to allow uses compatible with military airport operations. Ordinance 03-21.

September 21, 2023: The applicant filed a request for a Conditional Use Permit (CUP) with Site Plan, Master Site Plan and Comprehensive Sign Program (CSP) for the subject property under Case FS23-0853.

May 02, 2024: The applicant filed a request for a Final Plat for the subject property under case number FS24-0500.

May 05, 2024: Planning and Zoning Commission approved the CUP with Site Plan and recommended approval of the CSP for the subject property. Case FS23-0853

June 04, 2024: City Council approved the CSP for the subject property. Case FS23-0853.

Analysis and Discussion:

The approximately 16.81 gross acre site is being subdivided to create eight new parcels that are consistent with the Master Site Plan that was approved under case number FS23-0853. This subdivision will facilitate the development of the Litchfield Place Commerce Center and dedicate easements for the sidewalks and water facilities.



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 Surprise General Plan 2035 shows the subject property as lying within the Employment Character Area, which supports uses such as that proposed.

The proposed development carries forward the vision and relevant goals and policies of the Employment Character area by creating a site that will promote economic and business opportunities as well as create jobs that are vital to the economic sustainability and growth of the City of Surprise.

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.

99	<u>Attachments:</u>
100	01 Vicinity Map
101	02 Zoning Map
102	03 Final Plat Exhibit
103	04 Final Plat
104	Power Point Presentation
105	



VICINITY MAP



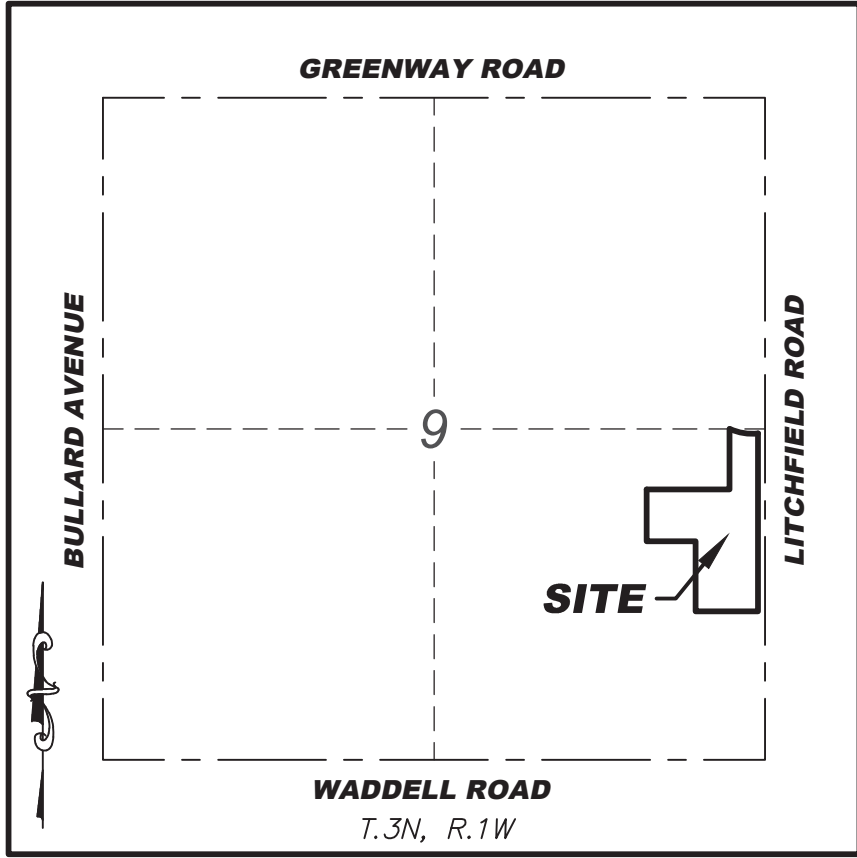
EXISTING ZONING



PLAT EXHIBIT

FINAL PLAT
"LITCHFIELD PLACE"

A RE-PLAT OF LOTS 3, AND 4 OF SIERRA VERDE PARCEL 11, ACCORDING TO BOOK 1022 OF MAPS, PAGE 6, LOT 3 OF SIERRA VERDE SELF STORAGE ACCORDING TO BOOK 1327 OF MAPS, PAGE 39, AND LOT 2 A RE-PLAT OF SUPRISE SELF STORAGE, ACCORDING TO BOOK 1612 OF MAPS, PAGE 35 ACCORDING TO THE PLATS OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP
N.T.S.

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT LEVINE INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, AS OWNER, HAVE SUBDIVIDED UNDER THE NAME "LITCHFIELD PLACE", A RE-PLAT OF LOTS 3, AND 4 OF SIERRA VERDE PARCEL 11, ACCORDING TO BOOK 1022 OF MAPS, PAGE 6, LOT 3 OF SIERRA VERDE SELF STORAGE ACCORDING TO BOOK 1327 OF MAPS, PAGE 39, AND LOT 2 A RE-PLAT OF SUPRISE SELF STORAGE, ACCORDING TO BOOK 1612 OF MAPS, PAGE 35 ACCORDING TO THE PLATS OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, 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 "LITCHFIELD PLACE" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF EACH LOT AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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 A PERPETUAL NON-EXCULSIVE 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 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 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 PEDESTRIAN ACCESS AND SIDEWALK CONSTRUCTION AND MAINTENANCE EASEMENT OVER, UPON, AND ACROSS THE AREAS DESIGNATED AS SIDEWALK EASEMENTS AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON, AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE CD 01/2024 4 RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY OF SURPRISE WATER RECLAMATION FACILITIES.

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER

THIS ____ DAY OF _____, 2024

LEVINE INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2024,

BY _____, THE _____ OF
LEVINE INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, FOR AND ON BEHALF OF THE
COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES

NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. 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.
3. 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.
4. 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.
5. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
6. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
7. ALL WATER AND SEWER LINES WILL BE PRIVATE.

PUBLIC NOTICE

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

RELEASE OF LIABILITY

1. THAT LEVINE INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, AS 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.

2. 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.

100 YEAR ASSURED WATER SUPPLY

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.

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	50,345	1.156
2	56,059	1.287
3	67,346	1.546
4	58,288	1.338
5	43,658	1.002
6	47,297	1.086
7	254,436	5.841
8	154,860	3.555
GROSS	732,290	16.811

OWNER

LEVINE INVESTMENTS, LP
2801 EAST CAMELBACK ROAD, SUITE 450
PHX., AZ. 85016
CONTACT: TONY FEITER
OFFICE: 602-248-8181
MOBILE: 602-291-8669

PARENT PROPERTY DESCRIPTIONS

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOTS 3, AND 4, SIERRA VERDE PARCEL 11, ACCORDING TO BOOK 1022 OF MAPS, PAGE 6, RECORDS OF MARICOPA COUNTY, ARIZONA.

LOT 3, SIERRA VERDE SELF STORAGE, ACCORDING TO BOOK 1327 OF MAPS, PAGE 39, RECORDS OF MARICOPA COUNTY, ARIZONA.

LOT 2, RE-PLAT SURPRISE SELF STORAGE, ACCORDING TO BOOK 1612 OF MAPS, PAGE 35, RECORDS OF MARICOPA COUNTY, ARIZONA.

BASIS OF BEARING

A BEARING OF NORTH 00 DEGREES 05 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 1 WEST ACCORDING TO THE RECORDED DATA PER THE PLSS SUBDIVISION RECORD OF SURVEY "MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY" AS RECORDED IN BOOK 688 OF MAPS, PAGE 41, M.C.R.

FLOOD ZONE

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1680L, 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.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND PLAT SHOWN HEREON WAS COMPLETED UNDER MY DIRECT SUPERVISION DURING THE MONTH OF FEBRUARY, 2024, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE MONUMENTS SHOWN ACTUALLY EXIST.

ERIC SOSTROM, RLS #41894
2401 W. PEORIA AVENUE, STE 130
PHOENIX, ARIZONA 85029
602.957.3350
ESOSTROM@RICKENGINEERING.COM



CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS ____ DAY OF _____, 2024.

ATTEST:

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____
2024 BY THE CITY ENGINEER OF THE CITY OF SURPRISE, ARIZONA.

APPROVED: _____ DATE _____
CITY ENGINEER

PROJ. NO. FS24-0500

FINAL PLAT
"LITCHFIELD PLACE"
SURPRISE, ARIZONA

SIG
SURVEY INNOVATION
GROUP, INC
Land Surveying Services
22425 N. 16TH STREET, SUITE 1
PHOENIX, AZ 85024
PH (602) 932-0780 FX (602) 932-0781
WWW.SURVEYINNOV.COM
OPTIMUS
CIVIL DESIGN GROUP
4650 E. COTTON CENTER BLVD.
SUITE 120
PHOENIX, AZ 85068
PH (602) 264-9438 FX (602) 264-9400
WWW.OPTIMUSCIVIL.COM

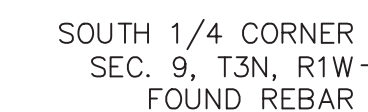
DRAWING NAME:
6081_PLAT
JOB NO. P6081
DRAWN: PJE
CHECKED: ELS
DATE: 06/07/24
SCALE: NTS
SHEET: 1 OF 2



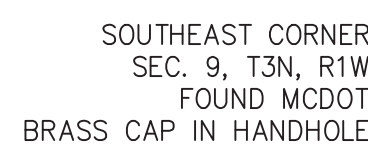
- FOUND 'PK' NAIL
- FOUND 1/2" REBAR
- ◎ FOUND BRASS CAP FLUSH
- ◉ FOUND BRASS CAP IN HANDHOLE
- SET 1/2" REBAR, RLS #41894

BK./PG.	BOOK & PAGE
DOC.	DOCUMENT NUMBER
DKT.	DOCKET NUMBER
M.C.R.	MARICOPA COUNTY RECORDS
P.U.E.	PUBLIC UTILITIES EASEMENT
R/W	RIGHT OF WAY

BOUNDARY LINE
LOT LINE
CENTER LINE
EASEMENT LINE
ADJACENT BOUNDARY LINE



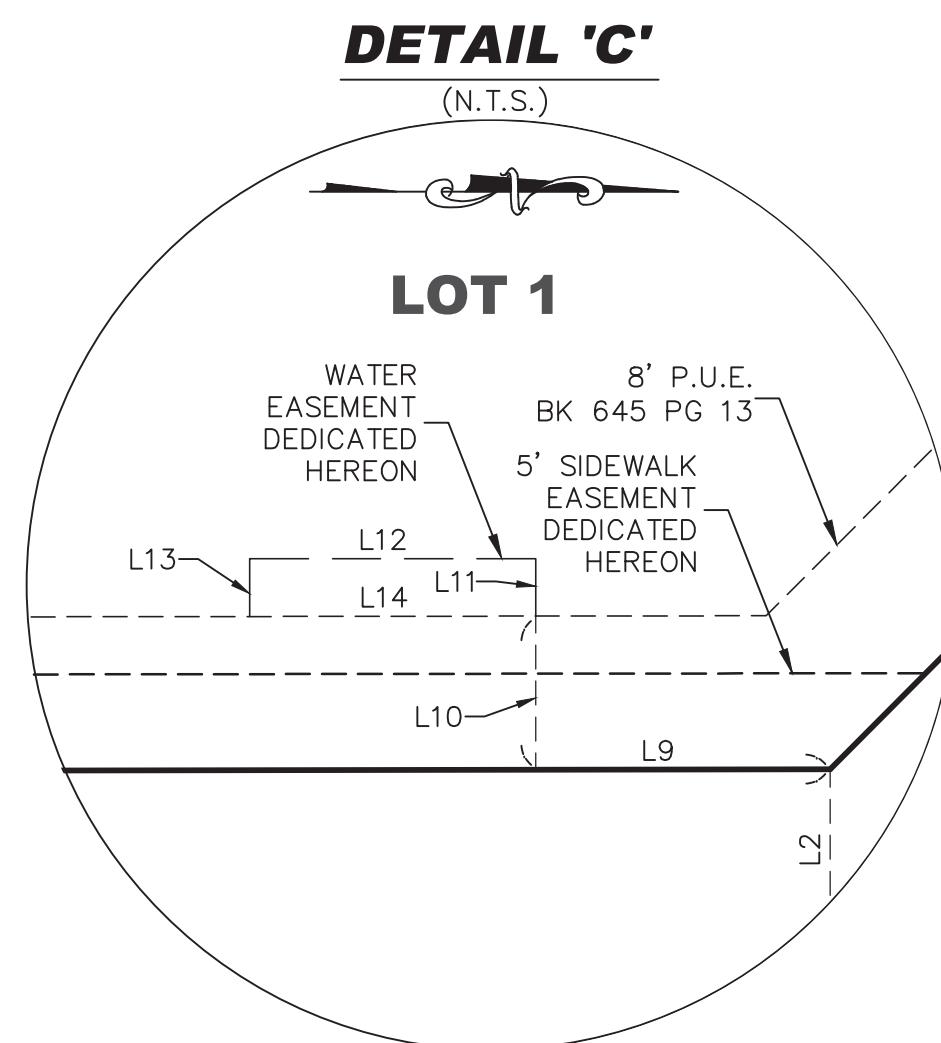
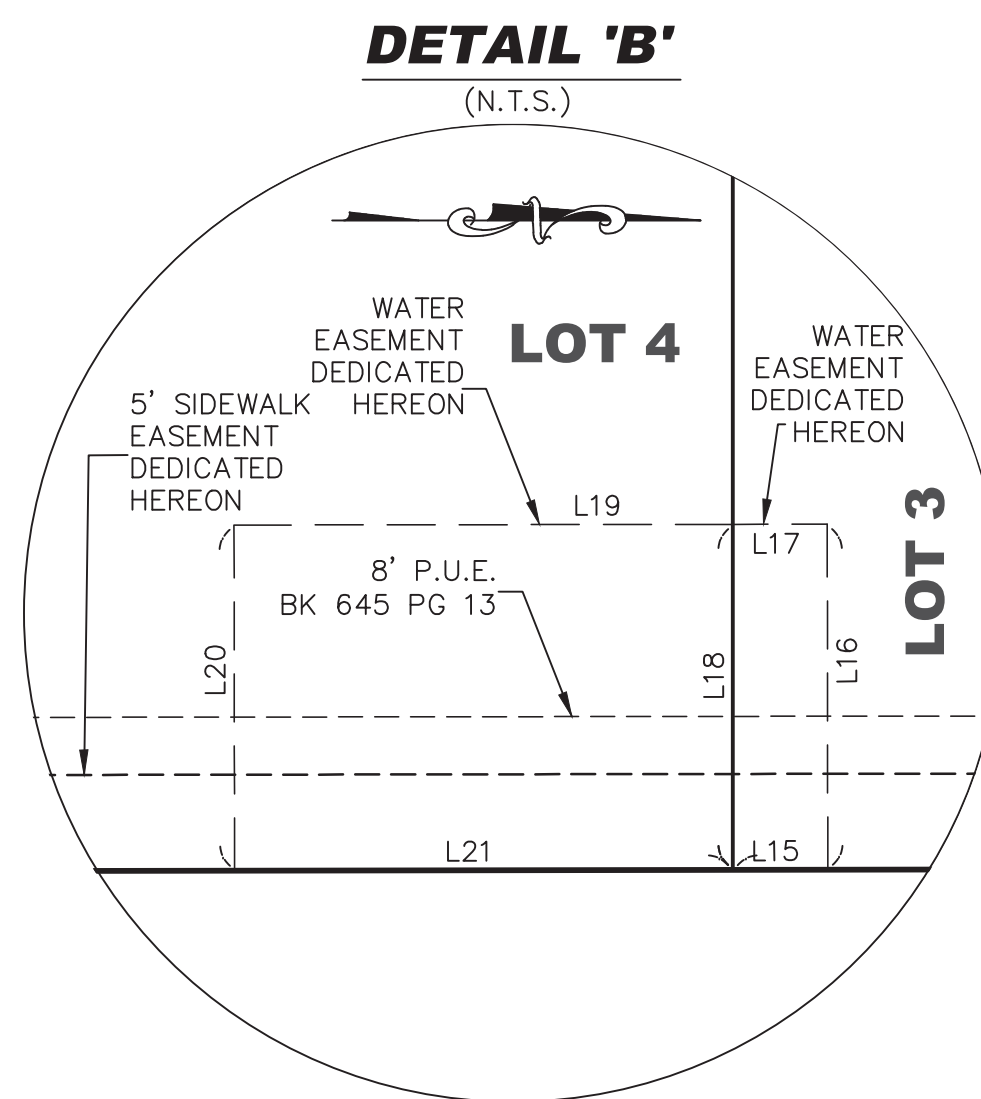
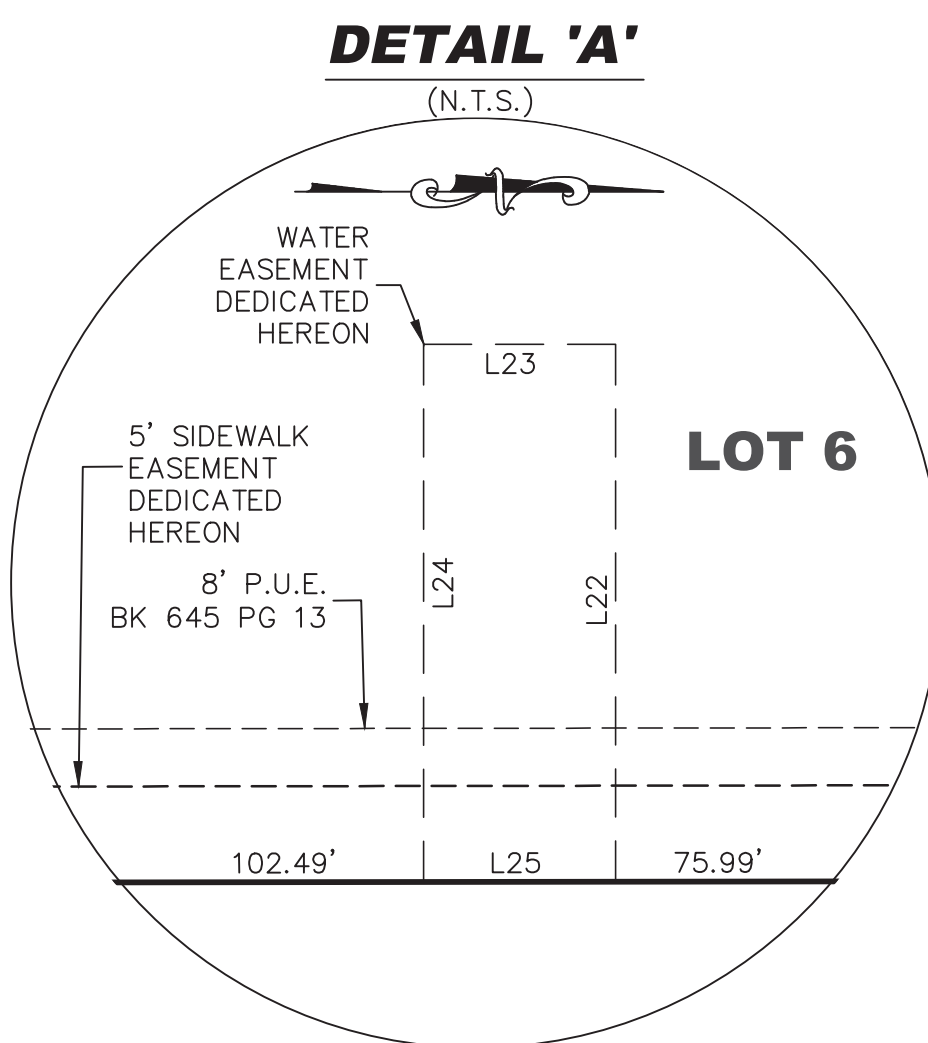
WADDELL ROAD



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°59'52"W	55.00'
L2	N89°54'56"E	55.00'
L3	S89°54'56"W	30.00'
L4	S89°54'56"W	25.00'
L5	N45°05'04"W	35.36'
L6	N90°00'00"E	12.92'
L7	N0°00'00"E	48.67'
L8	N90°00'00"W	26.62'
L9	N0°05'04"W	15.32'
L10	S90°00'00"W	7.99'
L11	S90°00'00"W	3.00'
L12	S0°00'00"E	14.90'
L13	N90°00'00"E	3.01'
L14	S0°02'00"E	14.90'
L15	N0°05'04"W	4.95'
L16	N89°54'56"E	18.00'
L17	N0°05'04"W	4.93'
L18	N90°00'00"W	18.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
L19	N0°05'04" W	25.97'
L20	S89°54'56" W	18.00'
L21	N0°05'04" W	25.94'
L22	N89°59'50" W	27.98'
L23	S0°00'10" W	10.00'
L24	S89°59'50" E	28.00'
L25	N0°05'04" W	10.00'
L26	N15°08'51" W	22.23'
L27	N48°50'08" E	24.40'
L28	N15°08'51" W	26.03'
L29	N4°22'52" W	6.75'
L30	N44°14'09" W	7.67'
L31	N46°20'46" E	23.85'
L32	N1°41'33" E	7.31'
L33	N16°00'51" W	13.83'
L34	N16°00'51" W	29.10'
L35	N6°19'06" W	6.38'
L36	N45°19'47" W	7.08'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	20°38'52"	85.00'	30.63'	S10°14'21"W 30.47'
C2	20°52'42"	430.00'	156.69'	S79°38'43"E 155.82'
C3	19°47'58"	85.00'	29.37'	N80°06'01"E 29.23'
C4	19°47'58"	115.00'	39.74'	S80°06'01"W 39.54'



313.50'
DRIVE

NORTH 1/4 CORNER
SEC. 9, T3N, R1W
FOUND MCDOT
BRASS CAP IN HANDHOLE

NORTHEAST CORNER
EC. 9, T3N, R1W
ROUND MCDOT
BRASS CAP IN HANDHOLE

(BASIS OF BEARING)



DRAWING NAME:	
6081_PLAT	
JOB NO.	P6081
DRAWN:	PJE
CHECKED:	ELS
DATE:	06/07/24
SCALE:	1" = 80'
SHEET:	2 OF 2



FS24-0500

Litchfield Place

Final Plat

City Council
September 03, 2024



VICINITY MAP



EXISTING ZONING



PLAT EXHIBIT



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 3, 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 pertaining to acceptance of a Quit Claim Deed for dedication of right-of-way from William F. Butler on West Peoria and North 136th Avenues.

Motion:

I move to accept the Quit Claim Deed from William F. Butler.

Background:

The owner contacted the City regarding the dedication of the additional roadway on West Peoria Avenue. The City needs the right of way for the future expansion of West Peoria Avenue.

Objective Analysis:

The dedication of this right of way will bring the right of way width even with the adjacent parcel and alleviate the scalloped street in this area.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

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. WFButler QCD

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 portion of Parcel No. 2 as described in Warranty Deed 1997-0769142 records of Maricopa County, Arizona, situated in the southwest quarter of Section 22, Township 3 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the south quarter corner of said Section 22 from which the southwest corner of said Section 22 lies North 89°59'59" West 2628.27 feet;

Thence along the south line of said southwest quarter of Section 22 North 89°59'59" West 995.06 feet;

Thence North 00°53'24" West 40.00 feet to the southeast corner of said Parcel No. 2 and the POINT OF BEGINNING;

Thence along the south line of said Parcel North 89°59'59" West 180.02 feet to the southwest corner of said Parcel;

Thence along the west line of said Parcel North 00°53'24" West 22.00 feet;

Thence departing said west line South 89°59'59" East 180.02 feet to the east line of said Parcel;

Thence along said east line South 00°53'24" East 22.00 feet to the POINT OF BEGINNING.

Containing 0.091 acres, more or less.

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

End of description



EXHIBIT "B"

LINE TABLE

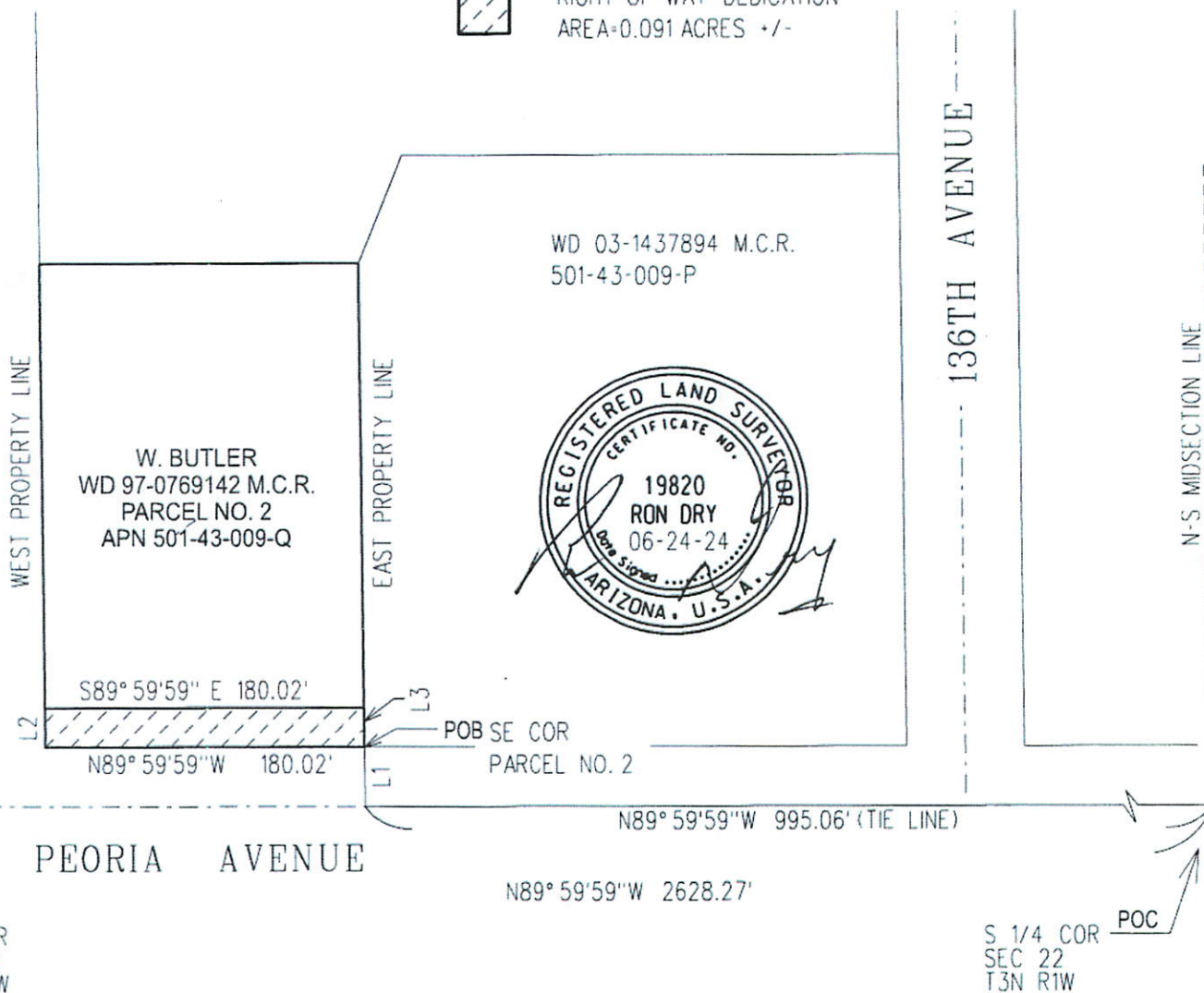
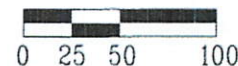
LINE	BEARING	LENGTH
L1	N00° 53' 24" W	40.00'
L2	N00° 53' 24" W	22.00'
L3	S00° 53' 24" E	22.00'

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR PARCEL NUMBER
	RIGHT-OF-WAY DEDICATION AREA=0.091 ACRES +/-



SCALE: 1"=100'



BEARING BASE: The south line of the southwest quarter of Section 22, T3N, R1W according to the RE-PLAT OF DESERT COVE COMMERCIAL PARK as recorded in Book 957, Page 40 M.C.R. cited as S89° 59' 59" E

ROAD RIGHT-OF-WAY
DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT * 24010

DRAWN BY RCD

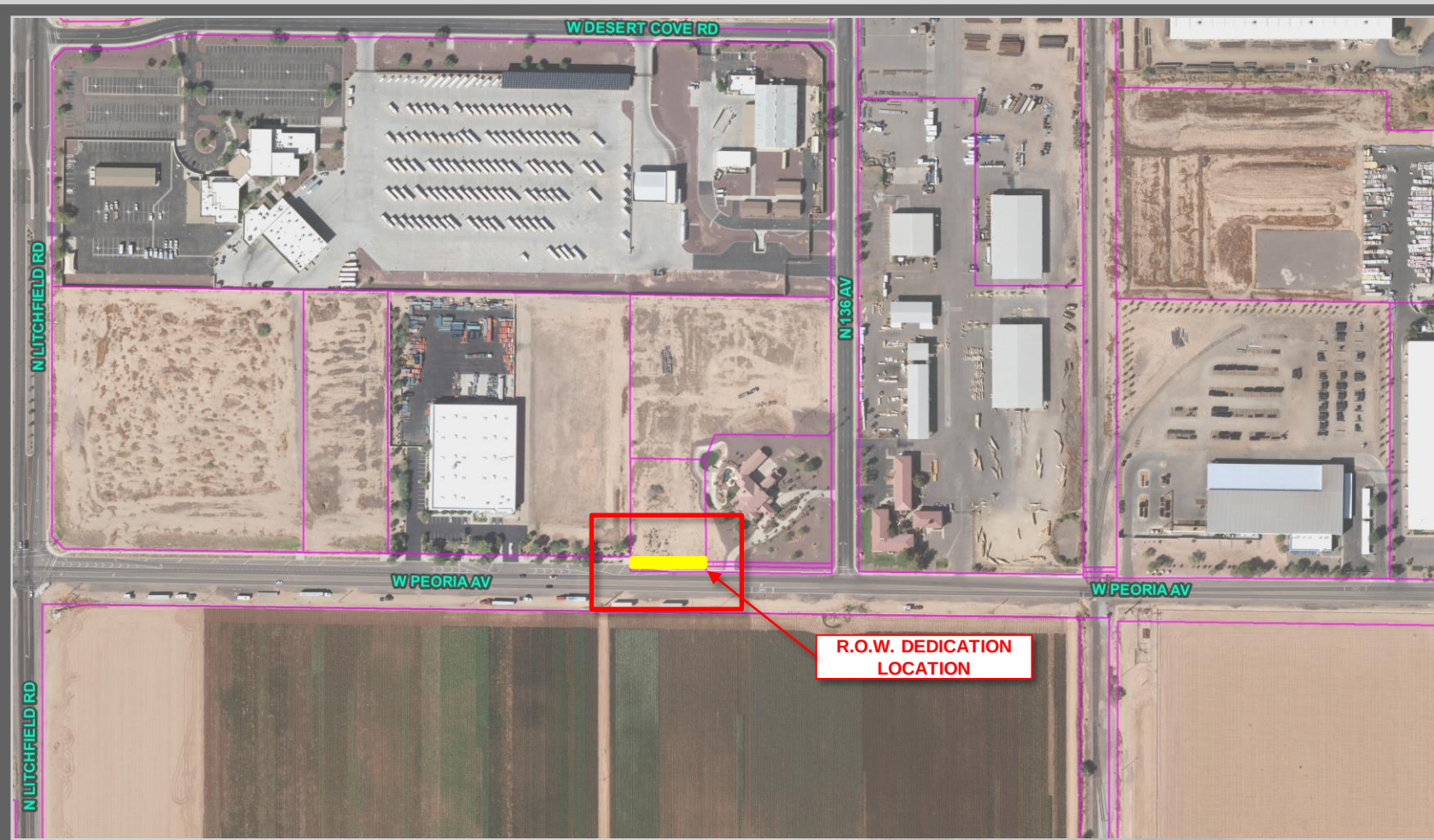
DATE 06-24-24

SHEET 1 OF 1



WF Butler R.O.W. Dedication

City Council – September 3, 2024



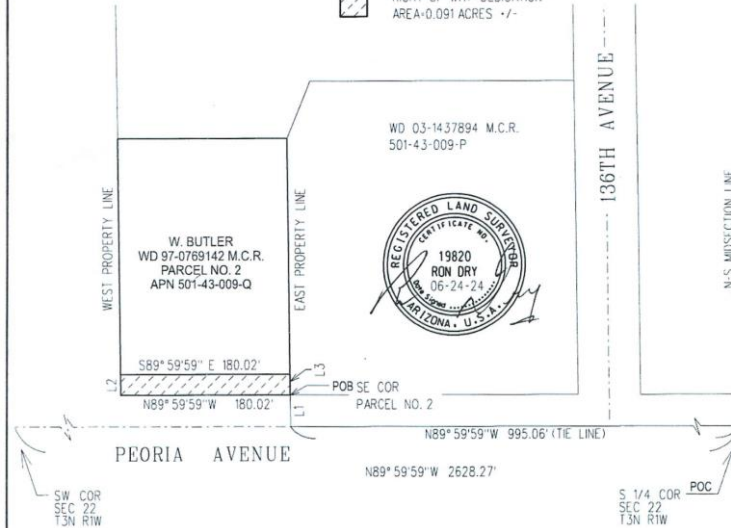
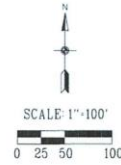
VICINITY MAP



EXHIBIT "B"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°53'24"W	40.00'
L2	N00°53'24"W	22.00'
L3	S00°53'24"E	22.00'

LEGEND	
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR PARCEL NUMBER
	RIGHT-OF-WAY DEDICATION AREA=0.091 ACRES +/-



BEARING BASE: The south line of the southwest quarter of Section 22, T3N, R1W according to the RE-PLAT OF DESERT COVE COMMERCIAL PARK as recorded in Book 957, Page 40 M.C.R. cited as S89°59'59" E

ROAD RIGHT-OF-WAY
DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT * 24010

DRAWN BY RCD

DATE 06-24-24

SHEET 1 OF 1

EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 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 pertaining to acceptance of a Quit Claim Deed for dedication of right-of-way from the April D Butler Family Trust on Peoria and 136th Avenues.

Motion:

I move to accept the Quit Claim Deed from the April D Butler Family Trust.

Background:

The owner contacted the City regarding the dedication of the additional roadway on Peoria Avenue. The City needs the additional right of way for the future expansion of Peoria Avenue.

Objective Analysis:

The dedication of this right of way will bring the right of way width even with the adjacent parcel and alleviate the scalloped street in this area.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

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. A Butler Trust QCD

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 portion of Parcel No. 1 as described in Warranty Deed 2003-1437894 Records of Maricopa County, Arizona, situated in the southwest quarter of Section 22, Township 3 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the south quarter corner of said Section 22 from which the southwest corner of said Section 22 lies North 89°59'59" West 2628.27 feet;

Thence along the south line of said southwest quarter of Section 22 North 89°59'59" West 690.05 feet;

Thence North 00°53'24" West 40.00 feet to the southeast corner of said Parcel and the POINT OF BEGINNING;

Thence along the south line of said Parcel North 89°59'59" West 305.04 feet to the southwest corner of said Parcel;

Thence along the west line of said Parcel North 00°53'24" West 15.00 feet;

Thence departing said west line South 89°59'59" East 305.04 feet to the east line of said Parcel;

Thence along said east line South 00°53'24" East 15.00 feet to the POINT OF BEGINNING.

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

End of description



EXHIBIT "B"

LINE TABLE

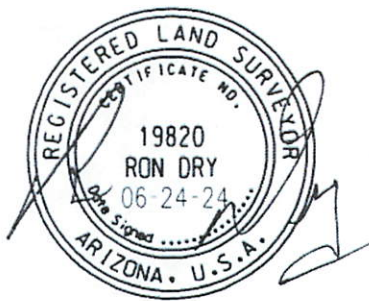
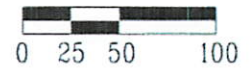
LINE	BEARING	LENGTH
L1	N00° 53' 24" W	40.00'
L2	N00° 53' 24" W	15.00'
L3	S00° 53' 24" E	15.00'

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR PARCEL NUMBER
	RIGHT-OF-WAY DEDICATION AREA=0.105 ACRES +/-



SCALE: 1"=100'



WEST PROPERTY LINE

APRIL D/ BUTLER FAMILY TRUST
QCD 20220624438 M.C.R.
PARCEL NO. 1
APN 501-43-009-P

EAST PROPERTY LINE

136TH AVENUE

N-S MIDSECTION LINE

S89° 59' 59" E 305.04'

N89° 59' 59" W 305.04'

N89° 59' 59" W 2628.27'

POB SE COR
PARCEL NO. 1

N89° 59' 59" W
690.05'

S 1/4 COR
SEC 22
T3N R1W

POC

SW COR
SEC 22
T3N R1W

PEORIA AVENUE

BEARING BASE: The south line of the southwest quarter of Section 22, T3N, R1W
according to the RE-PLAT OF DESERT COVE COMMERCIAL PARK as recorded
in Book 957, Page 40 M.C.R. cited as S89° 59' 59" E

ROAD RIGHT-OF-WAY
DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 24010

DRAWN BY RCD

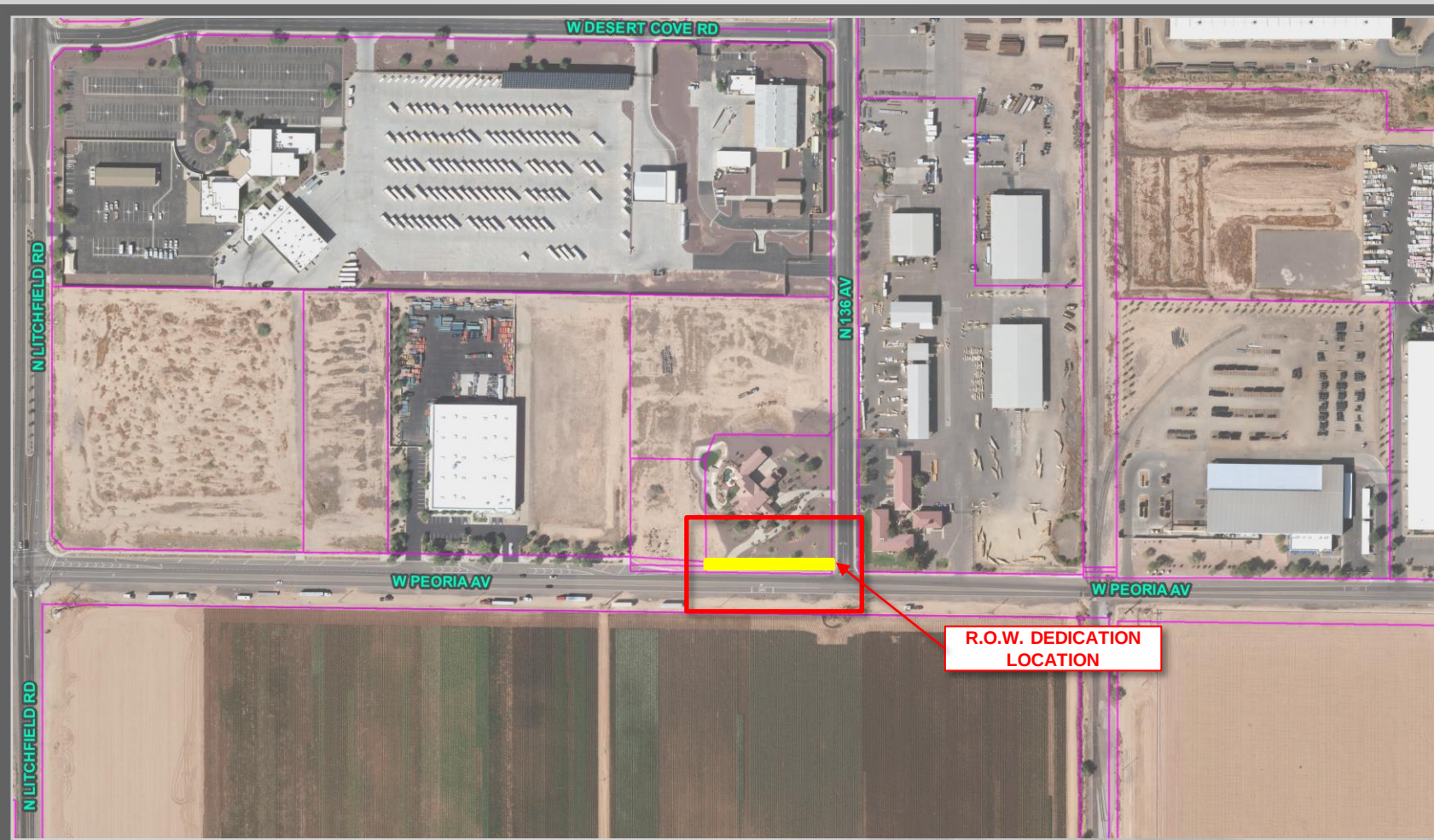
DATE 06-24-24

SHEET 1 OF 1



Butler Family Trust R.O.W. Dedication

City Council – September 3, 2024



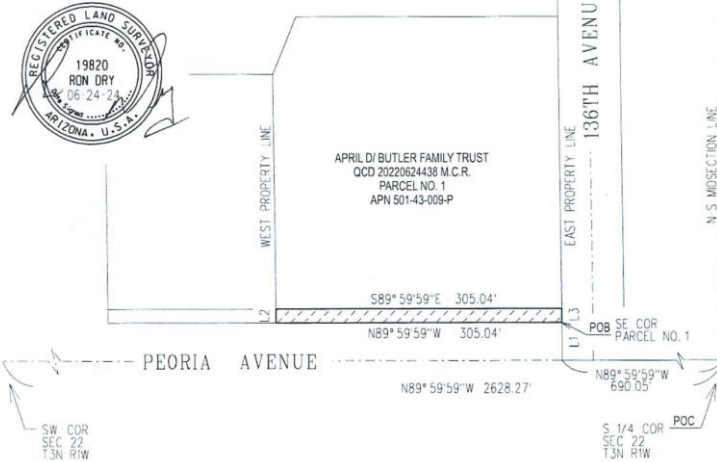
VICINITY MAP



EXHIBIT "B"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°53'24"W	40.00'
L2	N00°53'24"W	15.00'
L3	S00°53'24"E	15.00'

LEGEND	
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR PARCEL NUMBER
	RIGHT-OF-WAY DEDICATION AREA=0.105 ACRES +/-



BEARING BASE: The south line of the southwest quarter of Section 22, T3N, R1W according to the RE-PLAT OF DESERT COVE COMMERCIAL PARK as recorded in Book 957, Page 40 M.C.R. cited as S89°59'59" E

ROAD RIGHT-OF-WAY
DEDICATION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT • 24010	DRAWN BY RCD	DATE 06-24-24	SHEET 1 OF 1
-----------------	--------------	---------------	--------------

EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Quit Claim Deed for dedication of right-of-way from Dale Saunders on 163rd Avenue north of Jomax Road.

Motion:

I move to accept the Quit Claim Deed from Dale Saunders.

Background:

Pulte Homes is working to acquire right of way along 163rd Avenue from Jomax Road to their development, Visara. The right of way dedicated from this parcel will assist the City in widening 163rd Avenue to allow for additional traffic from the ongoing development in the area.

Objective Analysis:

The acceptance of this right of way will allow the developer to improve 163rd Avenue to allow for safer traffic movements along 163rd Avenue going to the Visara 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. The City will plan future O&M as part of the annual budget process 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. Saunder RW
 2. Saunders RW Dedication - CC 09.03.24
-

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

Dale Saunders, an unmarried man ("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.

(Signature Page Follows)

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 _____.

My commission expires:

Notary Public:

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:

GRANTOR:


Dale Saunders, an unmarried man

Province of Alberta)
) SS.
Canada)

The foregoing instrument was acknowledged before me this 11 day of June, 2024, by Dale Saunders, an unmarried man.

DAVID M. BORIS
Lawyer
Notary Public and Commissioner
for Oaths in and for the Province
of Alberta
Notary Seal/Stamp


Notary Public



Exhibit A

Legal Description

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised June 6, 2022
April 18, 2022
WP# 215240
Page 1 of 2
See Exhibit "A"

LEGAL DESCRIPTION

Visara

Proposed 45' Right-of-Way

A 45-foot wide strip of land lying within a portion of that certain parcel of land recorded in Document 1978-0050858, Maricopa County Records (MCR), lying within Section 31, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner of said Section 31, a 3-inch Maricopa County Highway Department (MCHD) brass cap flush, from which the west quarter corner of said section, a 1/2-inch rebar with no identification, bears North 00°16'02" East (basis of bearing), a distance of 2422.11 feet;

THENCE along the west line of said section, North 00°16'02" East, a distance of 716.41 feet, to the southwest corner of said certain parcel of land;

THENCE leaving said west line, along the south line of said certain parcel of land, South 89°35'30" East, a distance of 55.00 feet, to the east line of that certain Easement and Agreement for Highway Purposes, recorded in Document 1986-0270973, MCR and the **POINT OF BEGINNING**;

THENCE leaving said south line, along said east line, North 00°16'02" East, a distance of 385.39 feet, to the north line of said certain parcel of land;

THENCE leaving said east line, along said north line, South 89°35'30" East, a distance of 45.00 feet, to the east line of the west 100 feet of said certain parcel of land;

THENCE leaving said north line, along said east line, South 00°16'02" West, a distance of 385.39 feet, to said south line,

THENCE leaving said east line, along said the south line, North 89°35'30" West, a distance of 45.00 feet, to the **POINT OF BEGINNING**.

Containing 17,342 square feet or 0.3981 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of August, 2021. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2021\215240 Visara Proposed 45' Additional ROW L03R01 06-06-22.docx



Exhibit B

Depiction

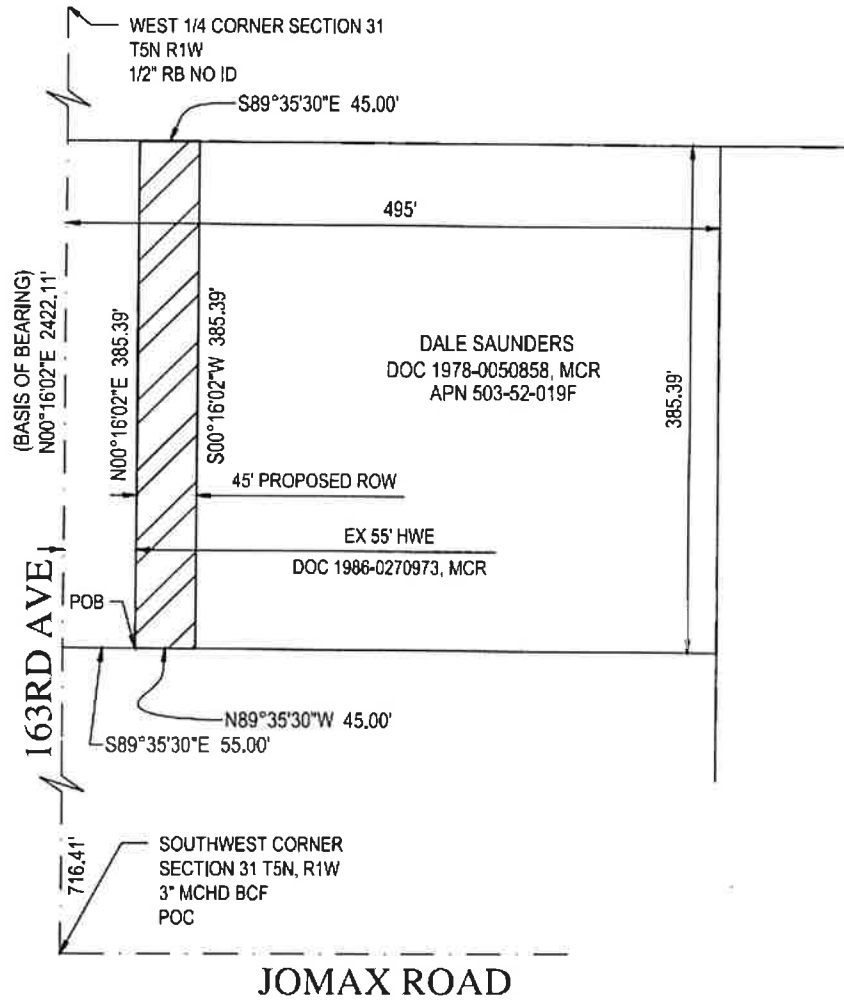


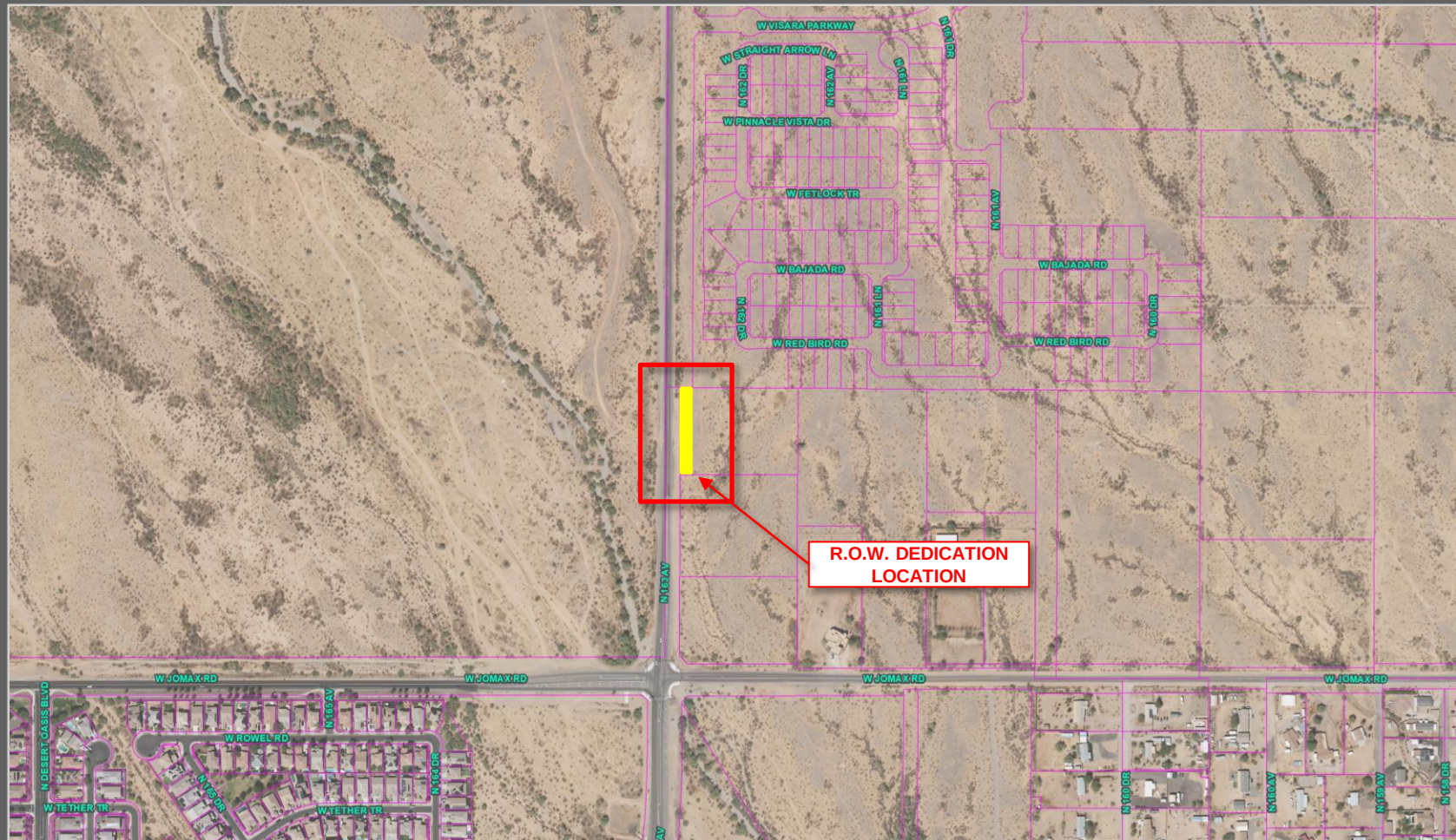
EXHIBIT "A"
VISARA
PROPOSED 45' RIGHT-OF-WAY
REVISED 06/06/2022
WP# 215240
PAGE 2 OF 2
NOT TO SCALE

Z:\2021\215240\Survey\Legal\5240-L03R01.dwg

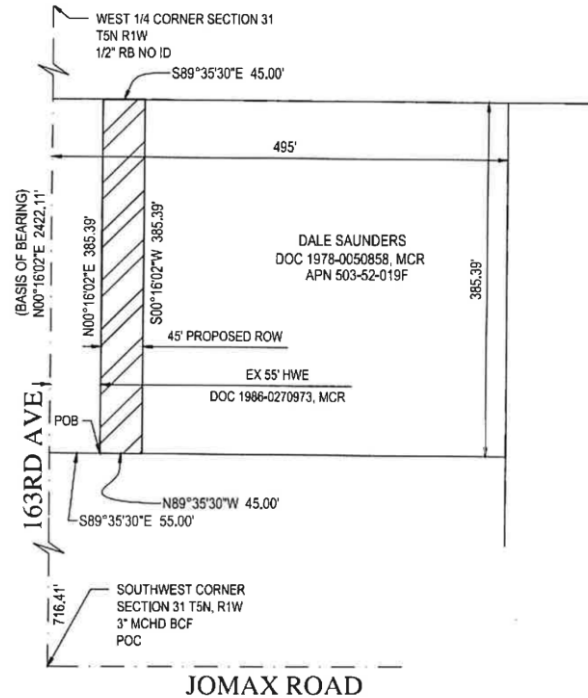


Saunders 163rd R.O.W. Dedication

City Council – September 3, 2024



VICINITY MAP



**WOOD
PATEL**



EXHIBIT "A"
VISARA
PROPOSED 45' RIGHT-OF-WAY
REVISED 06/06/2022
WPN# 215240
PAGE 2 OF 2
NOT TO SCALE

Z:\2021\215240\Survey\Legal\5240-L03R01.dwg

EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 3, 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 pertaining to acceptance of a Water Line Easement from US Door & Building Components, LLC, near West Peoria Avenue and North Solar Canyon Way.

Motion:

I move to accept the Easement from US Door & Building Components, LLC.

Background:

US Door & Building Components, LLC is extending a water line to the west of their existing building. In order to connect the water line, the easement will need to be dedicated to the City to expand the current Water Line Easement.

Objective Analysis:

Approval of this item will allow the City to maintain access to the water line that is proposed to be extended.

Policy Compliant:

Approval of this item is policy compliant and advances 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. US Door waterline easement
 2. US Door Waterline Easement - CC 09.03.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

WATER LINE EASEMENT

This Water Line Easement (the “Easement”) Agreement is executed this ____ day of _____, 20__, by and between U.S Door & Building Components, LLC, a Georgia limited liability company, hereinafter referred to as “Grantor,” and the City of Surprise, Arizona, an Arizona municipal corporation, hereinafter referred to as “Grantee”. Grantor and Grantee may be individually referred to as Party or collectively referred to as Parties.

RECITALS

- A. Grantor is the fee title owner of a parcel of land generally located at 700 feet north of the northwest corner of Peoria Avenue & East Solar Canyon Way, with a physical address of 11036 North Solar Canyon Way, and legally described in Exhibit A; see Maricopa County Recorder’s (“M.C.R.”) documents Book 1476, Page 32 (“Property”).
- B. In or about May 2024, Grantor received City approval to construct Janus International Rolling Steel Building Expansion located on the real property described in Exhibit A. The City’s approval for construction and development of the Property were contingent upon Grantor granting to the City all necessary public rights-of-way and/or easements in order to establish, receive and continue to receive City municipal services, including wastewater services.
- C. Grantor now desires to grant to Grantee, and Grantee agrees to accept from Grantor, a perpetual, exclusive water line easement on, over, under, through, and across portions of Grantor’s Property (the “Easement Area”). The Easement Area is legally described in Exhibit “B” and depicted on Exhibit “C”.

EASEMENT

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 agree as follows:

1. Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area, including all necessary points of ingress and egress to and from the Easement Area whether specified and described herein, or not. Grantor, its successors, assigns, agents, invitees, employees, occupants, permittees, and licensees (all collectively “Grantor”) shall not unreasonably interfere with Grantee’s

easement rights including Grantee's right to construct, install, maintain, access, and replace a water line located within the Easement Area. Grantor shall not erect, construct, or permit to be erected or constructed, any structure or other permanent improvement within the Easement Area. Grantor may make use of the Easement Area for such uses that do not unreasonably interfere with the purposes of this Easement.

2. Restoration of Property. Grantee, its successors and assigns, agents, or any other person or entity authorized by Grantee to enter upon and perform work within the Easement Area (collectively "Grantee"), pursuant to the rights granted pursuant to this Easement, shall, upon completion of such work, repair and restore the Easement Area to the same or reasonably similar condition as existed prior to such work being performed. Grantee shall not be responsible for repairing or replacing any impediments or improvements, including landscaping, mature trees, etc., that otherwise unreasonably interfere with the Grantee's use, preservation, and access to the Easement Area for sewer line purposes.
3. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee, and any and all administrators, personal representatives, successors and assigns.
4. Not a Public Dedication. Other than the grant of the Easement for the purposes set forth herein, 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.
5. Indemnification. Grantor shall indemnify Grantee from and against any loss, damage or injury of any kind or nature whatsoever to any person or property arising from the use of the Easement Area by Grantor, or its residents, occupants, permittees, agents, employees, licensees, invitees, or contractors, unless such loss, damage, or injury was solely the result of the gross negligence or intentional misconduct of Grantee.
6. Miscellaneous. A.R.S. § 38-511 is applicable. Headings herein are for convenience only and shall not define or limit the provision hereof. This Water Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the 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, and the remainder hereof shall be effective as though such void, invalid, or inoperative term, provision, covenant or condition had been omitted. Jurisdiction and venue for any action brought pursuant to this Easement shall be Maricopa County, Arizona.

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement as of the date above.

U.S. Door & Building Components, LLC

By:

Its: General Course

[illegible]

The foregoing instrument was acknowledged before me this 11th day of July, 2024, by Elliot Kahler, known by me as General Counsel.

Joan Gruell
Notary Public

My Commission Expires:

9/12/25



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Skip Hall

Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT 'A'
LEGAL DESCRIPTION

AN EASEMENT, BEING A PORTION LOT 27A-2 OF, REPLAT OF LOT27A OF SKYWAY BUSINESS PARK ",
RECORDED IN BOOK 1476, PAGE 32 IN RECORDS OF MARICOPA COUNTY, ARIZONA, SITUATED IN
SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 27A-2 FROM WHICH THE SOUTHWEST
CORNER OF SAID LOT 27A-2 BEARS NORTH 89 ° 11 '57 "WEST, 1019.89 FEET; THENCE ALONG THE
SOUTH LINE OF SAID LOT 27A-2, NORTH 89° 11' 57" WEST 442.00 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00° 54' 16" EAST, 27.63 FEET TO A SOUTHWEST
CORNER OF A 20.00 FOOT WATER LINE EASEMENT, RECORDED IN BOOK 1476. PAGE 32, RECORDS
OF MARICOPA COUNTY;

THENCE, LEAVING SAID CORNER OF SAID EASEMENT, NORTH 89° 11' 57" WEST, 137.38 FEET;

THENCE, SOUTH 00° 48' 03" WEST 18.52 FEET;

THENCE, NORTH 89° 11' 57" WEST 20.00 FEET;

THENCE, NORTH 00° 48' 03" EAST 18.52 FEET;

THENCE, NORTH 89° 11' 57" WEST 245.68 FEET;

THENCE, NORTH 00° 48' 03" EAST 423.05 FEET;

THENCE, SOUTH 89°11'57" EAST 454.66 FEET;

THENCE, SOUTH 00° 48' 03" WEST 55.61 FEET TO A NORTH LINE OF SAID WATER LINE EASEMENT ;

THENCE, NORTH 88° 11' 57" WEST ALONG SAID NORTH LINE 20.00 FEET TO A WEST LINE OF SAID
WATER LINE EASEMENT ;

THENCE, SOUTH 00° 48' 03" WEST ALONG SAID WEST LINE 5.64 FEET;

THENCE, LEAVING SAID WEST LINE, NORTH 89° 11' 57" WEST 32.82 FEET;

THENCE, NORTH 00° 48' 03" EAST 20.00 FEET;

THENCE, SOUTH 89° 11' 57" EAST 32.82 FEET;

THENCE, NORTH 00° 48' 03" EAST 21.26 FEET;

THENCE, NORTH 89° 11' 57" WEST 249.57 FEET;

THENCE, SOUTH 00° 48' 03" WEST 10.52 FEET ;

THENCE, NORTH 89° 11' 57" WEST 20.00 FEET ;

THENCE, NORTH 00° 48' 03" EAST 10.52 FEET ;

THENCE, NORTH 89° 11' 57" WEST 145.09 FEET ;

THENCE, SOUTH 00° 48' 03" WEST 211.20 FEET ;

THENCE, SOUTH 89° 11' 57" EAST 10.50 FEET ;

THENCE, SOUTH 00° 48' 03" WEST 20.00 FEET ;

N:\0014651.00.DWG\CIVIL\EXHIBITS\WORKING\0014651C-XB-WATER ESMT.DWG

Westwood

WATER LINE EASEMENT
JANUS ROLLING STEEL
EXPANSION PHASE 3

SHEET NUMBER:

1 OF 4

DATE: 5-8-2024
PROJ: 0014651

EXHIBIT 'A'
LEGAL DESCRIPTION

THENCE, NORTH 89° 11' 57" WEST 10.50 FEET ;
THENCE, SOUTH 00° 48' 03" WEST 151.85 FEET ;
THENCE SOUTH 89° 11' 57" EAST 383.06 FEET TO A WEST LINE OF SAID WATER LINE EASEMENT;
THENCE, SOUTH 00° 48' 03" WEST ALONG SAID WEST LINE 20.00 FEET TO THE POINT OF
BEGINNING;

SAID EASEMENT CONTAINING 26,975 SQ.FT. OR 0.6193 ACRES, MORE OR LESS.

N:\0014651.00.DWG\CIVIL\EXHIBITS\WORKING\0014651C-XB-WATER ESMT.DWG

Westwood

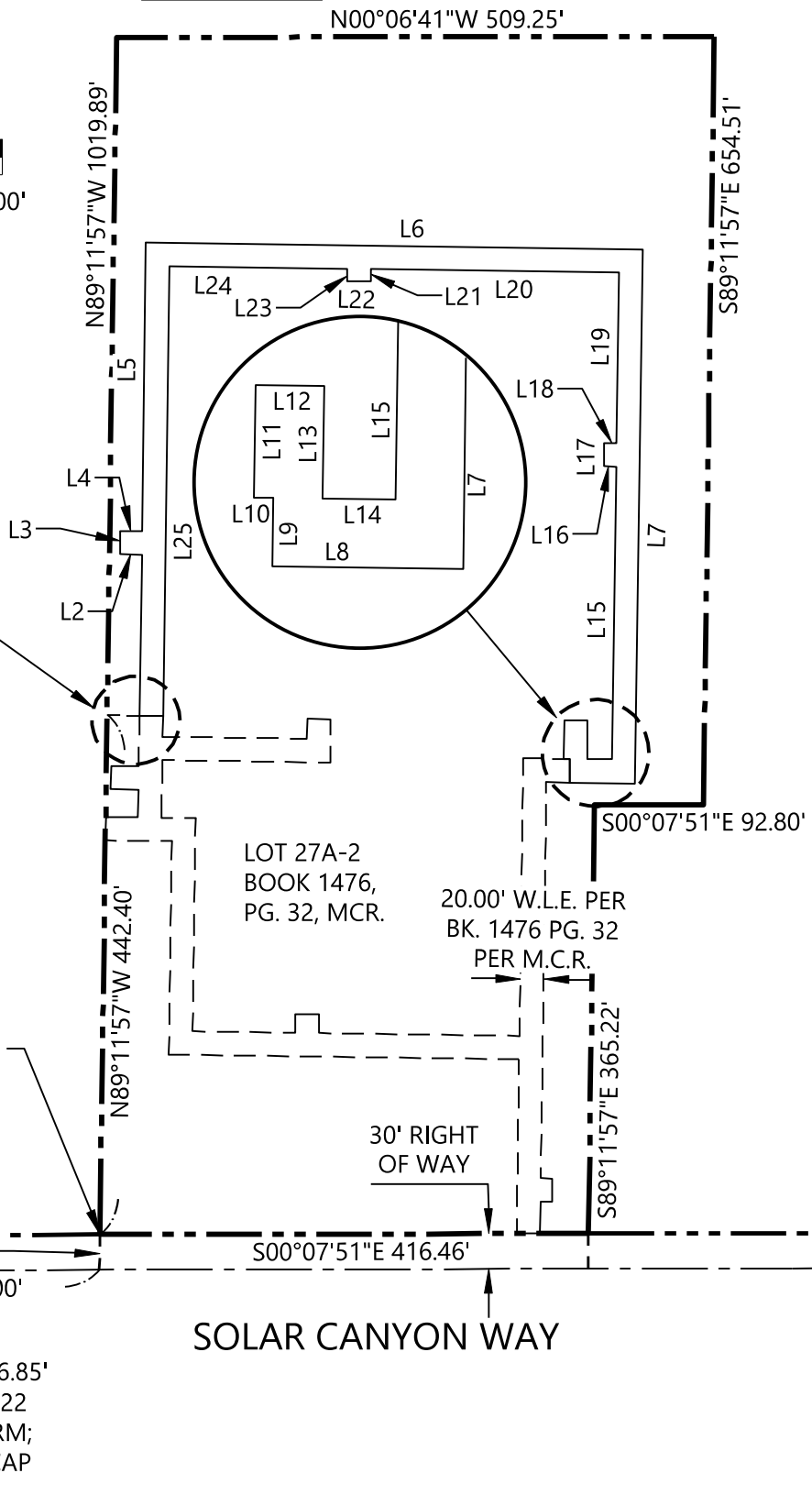
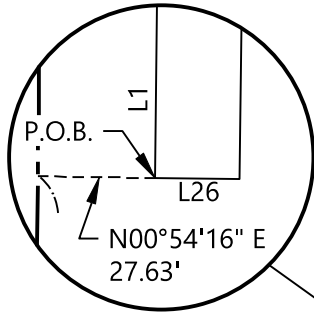
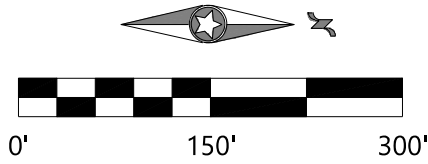
WATER LINE EASEMENT
JANUS ROLLING STEEL
EXPANSION PHASE 3

SHEET NUMBER:

2 OF 4

DATE: 5-8-2024
PROJ: 0014651

EXHIBIT 'A'



N:\0014651.00\DWG\CIVIL\EXHIBITS\WORKING\0014651C-XB-WATER ESMT.DWG

Westwood

WATER LINE EASEMENT JANUS ROLLING STEEL EXPANSION PHASE 3

SHEET NUMBER:

3 OF 4

DATE: 5-8-2024
PROJ: 0014651

EXHIBIT 'A'
LINE TABLE

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	137.38	N89°11'57"W
L2	18.52	S00°48'03"W
L3	20.00	N89°11'57"W
L4	18.52	N00°48'03"E
L5	245.68	N89°11'57"W
L6	423.05	N00°48'03"E
L7	454.66	S89°11'57"E
L8	55.61	S00°48'03"W
L9	20.00	N89°11'57"W
L10	5.64	S00°48'03"W
L11	32.82	N89°11'57"W
L12	20.00	N00°48'03"E
L13	32.82	S89°11'57"E
L14	21.26	N00°48'03"E
L15	249.57	N89°11'57"W
L16	10.52	S00°48'03"W
L17	20.00	N89°11'57"W
L18	10.52	N00°48'03"E
L19	145.09	N89°11'57"W
L20	211.20	S00°48'03"W
L21	10.50	S89°11'57"E
L22	20.00	S00°48'03"W
L23	10.50	N89°11'57"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L24	151.85	S00°48'03"W
L25	383.06	S89°11'57"E
L26	20.00	S00°48'03"W

N:\0014651.00.DWG\CIVIL\EXHIBITS\WORKING\0014651C-XB-WATER ESMT.DWG

Westwood

WATER LINE EASEMENT
JANUS ROLLING STEEL
EXPANSION PHASE 3

SHEET NUMBER:

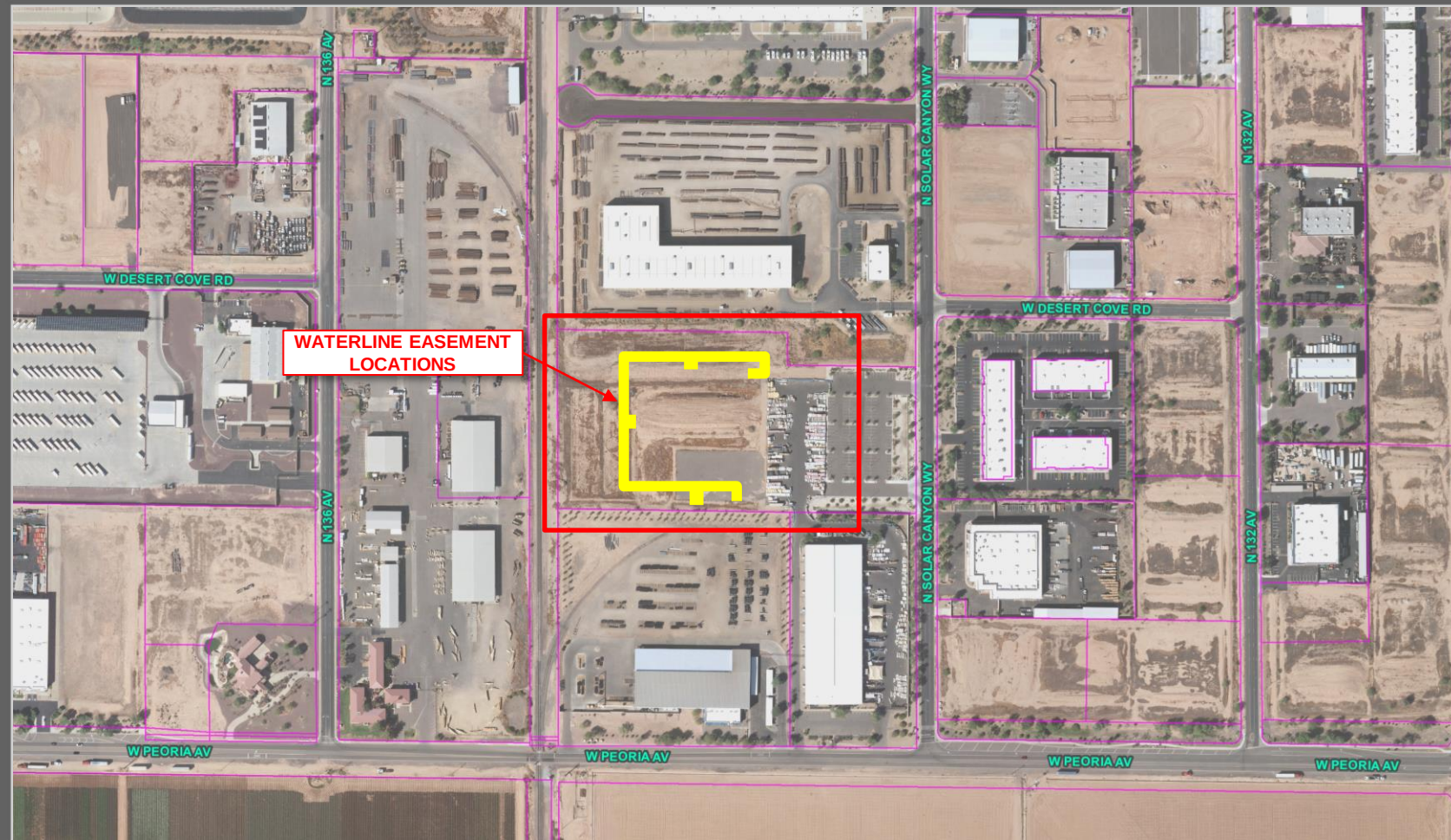
4 OF 4

DATE: 5-8-2024
PROJ: 0014651



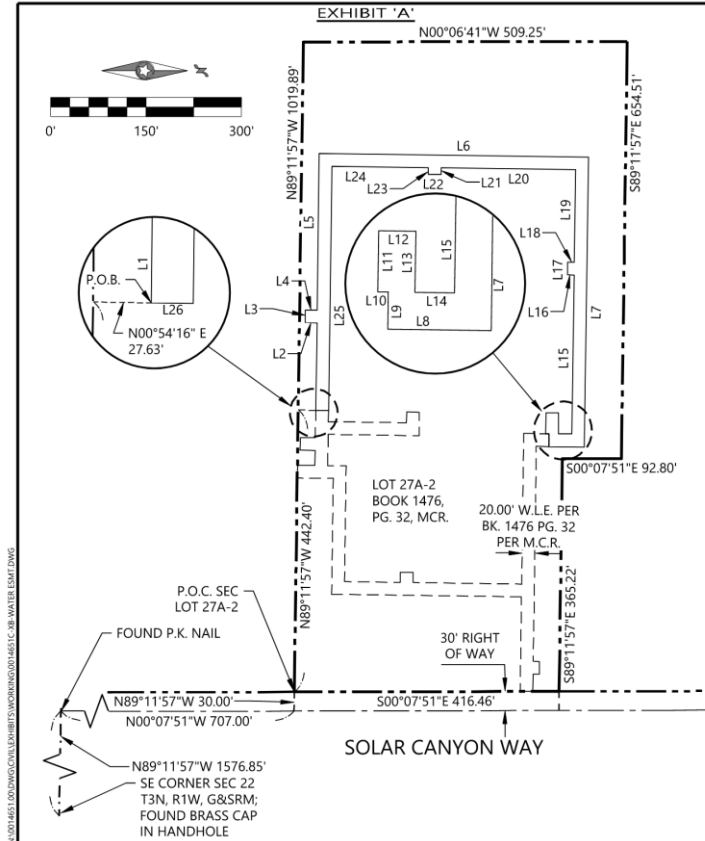
U.S. Door & Building Components Waterline Easement

City Council – September 3, 2024



**WATERLINE EASEMENT
LOCATIONS**

VICINITY MAP



Westwood

WATER LINE EASEMENT
JANUS ROLLING STEEL
EXPANSION PHASE 3

SHEET NUMBER:

3 OF 4

DATE: 5-8-2024
PROJ: 0014651

N0014651.DWG/CIVIL/EXHIBITS/WORKING/2014651/C 3B WATER ESMAT.DWG

EXHIBIT 'A'
LINE TABLE

LINE	LENGTH	DIRECTION
L1	137.38	N89°11'57"W
L2	18.52	S00°48'03"W
L3	20.00	N89°11'57"W
L4	18.52	N00°48'03"E
L5	245.68	N89°11'57"W
L6	423.05	N00°48'03"E
L7	454.66	S89°11'57"E
L8	55.61	S00°48'03"W
L9	20.00	N89°11'57"W
L10	5.64	S00°48'03"W
L11	32.82	N89°11'57"W
L12	20.00	N00°48'03"E
L13	32.82	S89°11'57"E
L14	21.26	N00°48'03"E
L15	249.57	N89°11'57"W
L16	10.52	S00°48'03"W
L17	20.00	N89°11'57"W
L18	10.52	N00°48'03"E
L19	145.09	N89°11'57"W
L20	211.20	S00°48'03"W
L21	10.50	S89°11'57"E
L22	20.00	S00°48'03"W
L23	10.50	N89°11'57"W

LINE	LENGTH	DIRECTION
L24	151.85	S00°48'03"W
L25	383.06	S89°11'57"E
L26	20.00	S00°48'03"W

Westwood

WATER LINE EASEMENT
JANUS ROLLING STEEL
EXPANSION PHASE 3

SHEET NUMBER:

4 OF 4

DATE: 5-8-2024
PROJ: 0014651

EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 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 Moore Ranches Inc, on Cactus Road and Cotton Lane.

Motion:

I move to accept the Quit Claim Deed from Moore Ranches, Inc.

Background:

The City has been working with the landowners along Cactus Road to acquire the necessary right of way and associated easements for planned roadway improvements. Acquisition of this right of way will allow the City to install a traffic signal to allow for additional lanes and safer traffic movements in the area.

Objective Analysis:

As this area continues to develop, additional lanes are needed to handle the increase in traffic. Acquisition of this right of way will allow the City to install a traffic signal to allow for additional lanes and safer traffic movements in the area.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

This right of way is needed for completion of the planned roadway improvement. The City will plan for operations and maintenance costs in a future budget.

FTE Impact:

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

ATTACHMENTS:

1. Moore Ranches RW QCD
 2. Moore Ranches RW Dedication - CC 09.03.24
-

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 Parcel 1 of the replat of "SYCAMORE FARM (PARADISI)" as recorded in Book 1585, Page 1, records of Maricopa County, Arizona, being located in the Northwest Quarter of Section 24, 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 northwest corner of said Section 24 from which the North Quarter Corner of said Section lies South 89°55'34" East 2627.87 feet;

Thence along the north line of said Northwest Quarter South 89°55'34" East 67.83 feet;

Thence departing said line South 00°04'26" West 68.00 feet to the POINT OF BEGINNING;

Thence South 89°55'34" East 35.00 feet;

Thence South 45°08'46" West 49.56 feet;

Thence North 00°13'05" East 35.00 feet to the POINT OF BEGINNING.

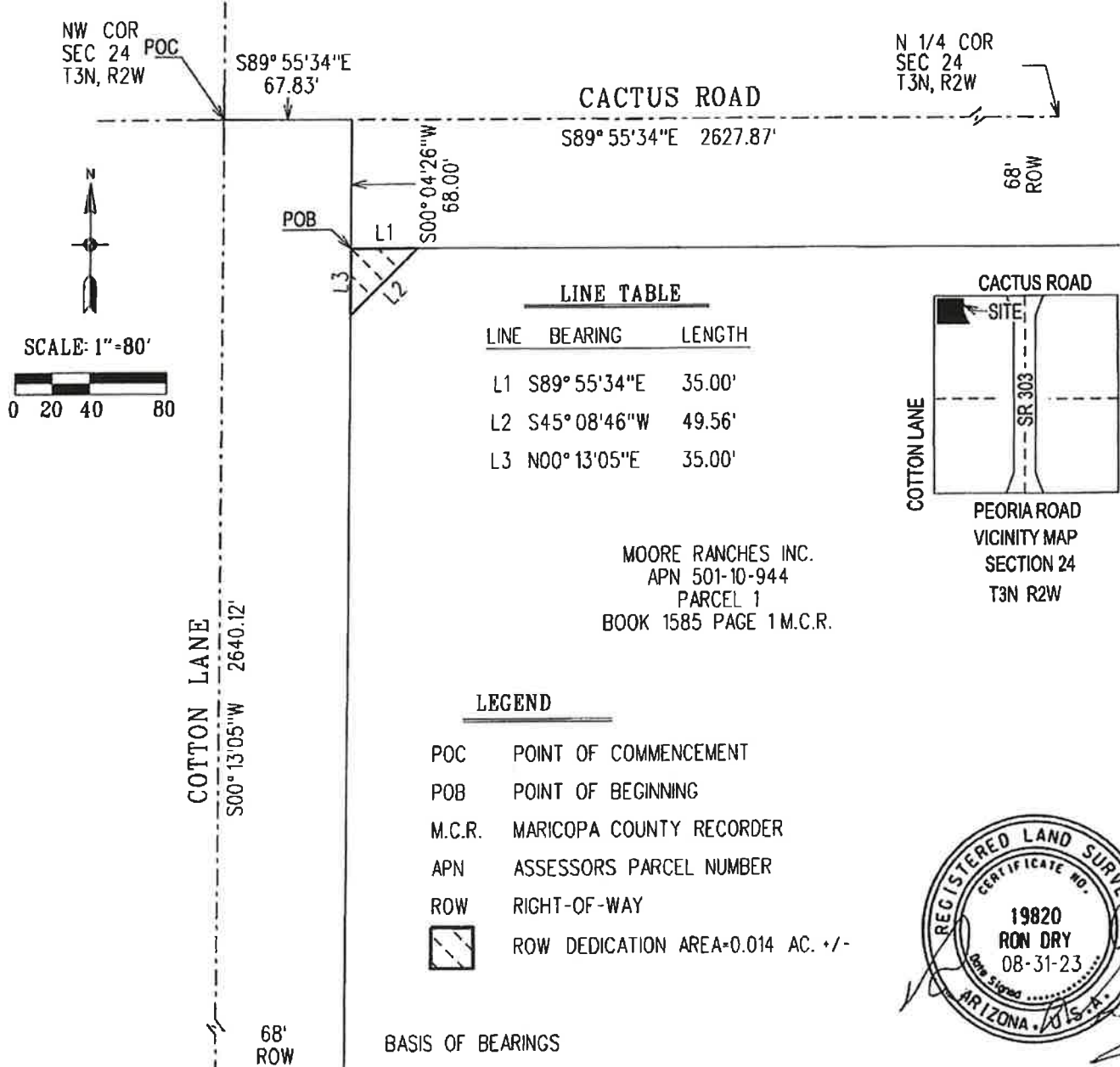
Containing 0.014 acres, more or less.

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

End of description



EXHIBIT "B"



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 # 23006

DRAWN BY RCD

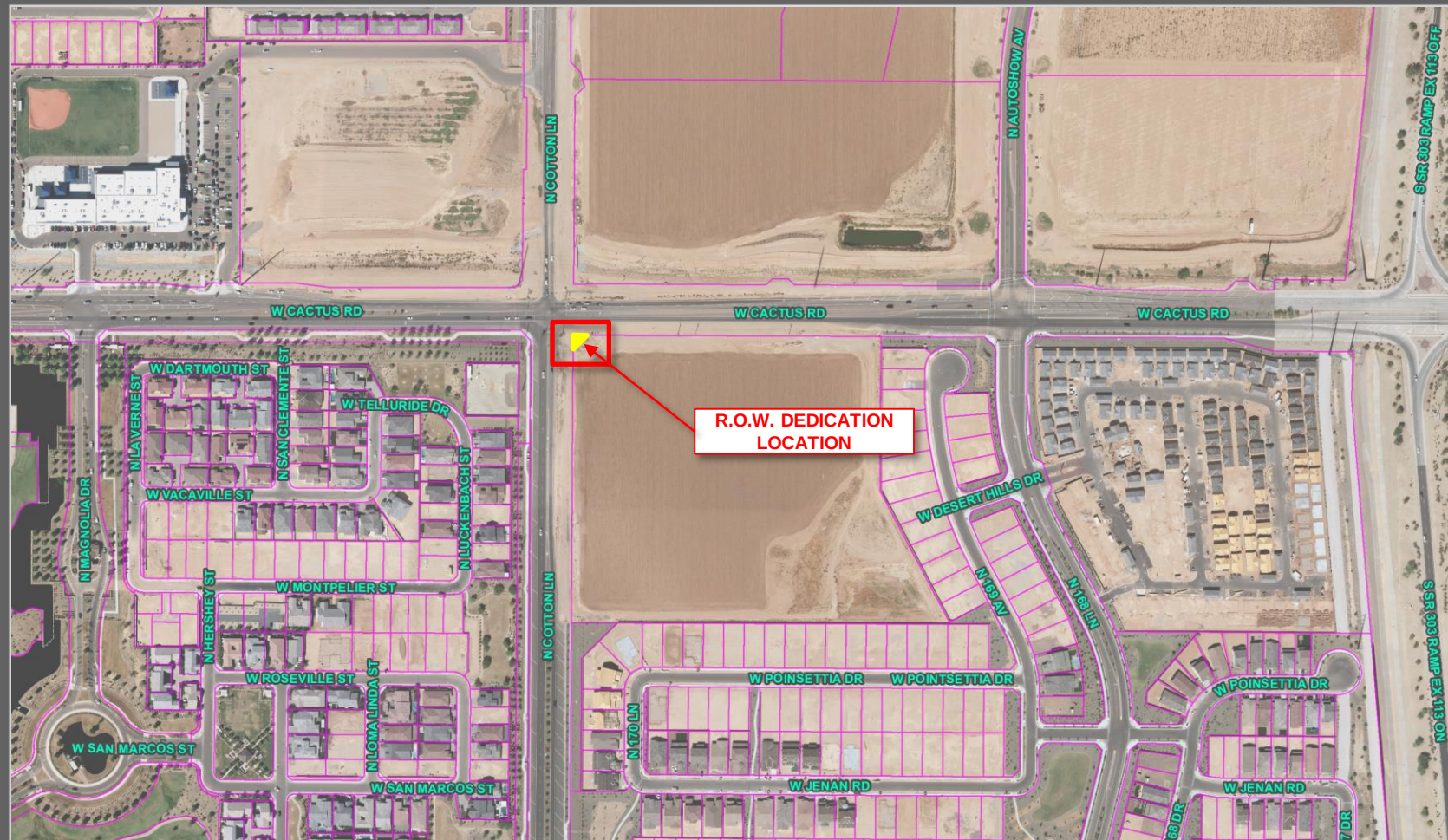
DATE 08-31-23

SHEET 1 OF 1

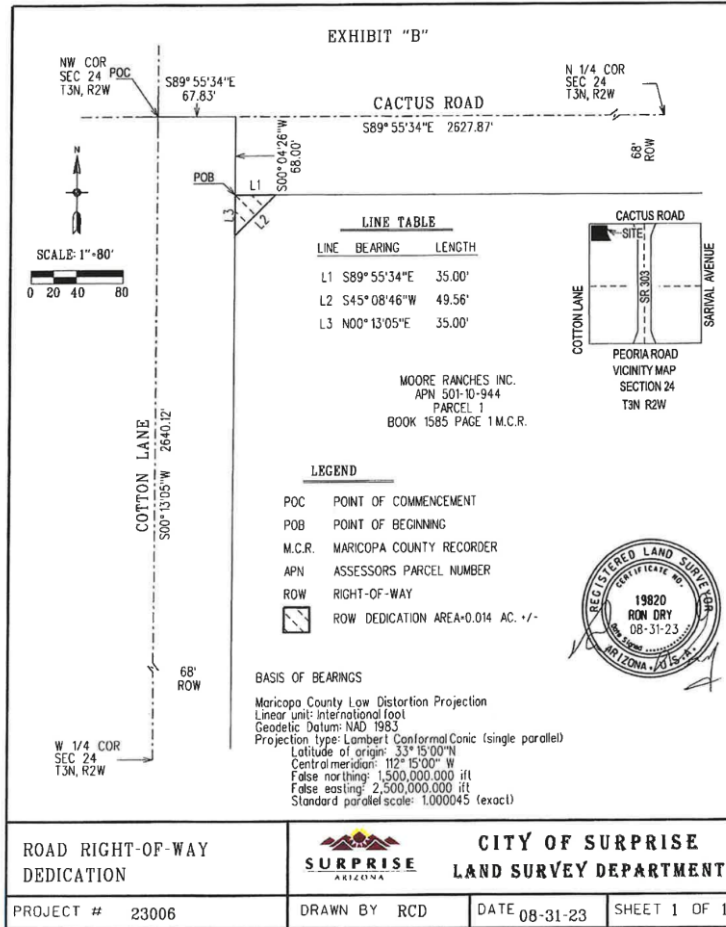


Moore Ranches R.O.W. Dedication

City Council – September 3, 2024



VICINITY MAP



EXHIBIT



SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 3

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Drainage Easement from Moore Ranches, Inc. at Cactus Road and Cotton Lane.

Motion:

I move to accept the Drainage Easement from Moore Ranches, Inc.

Background:

The City has been working with the landowners along Cactus Road to acquire the necessary easements and right of way for the improvement of Cactus Road. A drainage easement is needed to handle the flow of runoff until the parcel adjacent to Cactus Road and Cotton Lane is developed.

Objective Analysis:

As this area continues to develop with commercial and residential areas, roadway improvements and associated drainage easements are needed to handle the increase in traffic.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

The drainage easement is needed for completion of the roadway improvement. The City will plan for operations and maintenance costs in a future budget.

FTE Impact:

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

ATTACHMENTS:

1. Moore Ranches DE
 2. Moore Ranches Temporary Drainage Easement - CC 09.03.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this 23rd day of July, 2024, by and between **Moore Ranches, Inc.**, an Arizona corporation ("Grantor"), and ~~the~~ City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Maricopa County, Arizona located in section 24 Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee 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:

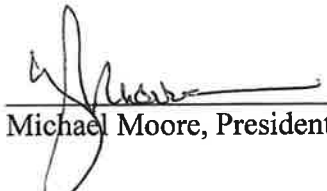
- 1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement over the Easement Area for drainage purposes. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Area. Grantor may make use of the Easement 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. Grantee shall, without any further notice or action by the Grantor, vacate the Easement Area on or prior to the end of the aforementioned sixty (60) day notice period. Upon Grantee vacating the Easement Area, this Easement shall terminate without further action by the Grantee or Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTOR:
Moore Ranches Inc.



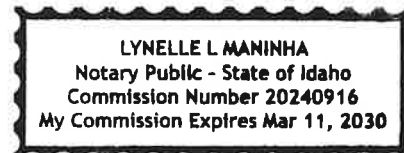
Michael Moore, President

STATE OF Idaho)
) SS.
County of Nez Perce)

The foregoing instrument was acknowledged before me this 23rd day of July, 2024, by Michael Moore known by me as Grantor.



Lynelle L. Maninha, Notary Public



GRANTEE:

City of Surprise, an Arizona municipal corporation

By: _____
Skip Hall
Its: Mayor

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

EXHIBIT "A"

DESCRIPTION

TEMPORARY DRAINAGE EASEMENTS

Portions of Parcel 1 of the replat of "SYCAMORE FARM (PARADISI)" as recorded in Book 1585, Page 1, records of Maricopa County, Arizona, being located in the Northwest Quarter of Section 24, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona described as follows:

Temporary Drainage Easement #1

Commencing at the Northwest Corner of said Section 24 from which the North Quarter Corner of said Section lies South 89°55'34" East 2627.87 feet;

Thence along the north line of said Northwest Quarter South 89°55'34" East 329.42 feet;

Thence departing said line South 00°04'26" West 88.00 feet to the POINT OF BEGINNING;

Thence South 89°55'34" East 300.00 feet;

Thence South 00°04'26" West 90.00 feet;

Thence North 89°55'34" West 300.00 feet;

Thence North 00°04'26" East 90.00 feet to the POINT OF BEGINNING.

Containing 0.620 acres, more or less.

Temporary Drainage Easement #2

Commencing at the Northwest Corner of said Section 24 from which the North Quarter Corner of said Section lies South 89°55'34" East 2627.87 feet;

Thence along the north line of said Northwest Quarter South 89°55'34" East 693.92 feet;

Thence departing said line South 00°04'26" West 88.00 feet to the POINT OF BEGINNING;

Thence South 89°55'34" East 250.00 feet;

Thence South 00°04'26" West 90.00 feet;

Thence North 89°55'34" West 250.00 feet;

Thence North 00°04'26" East 90.00 feet to the POINT OF BEGINNING.

Containing 0.517 acres, more or less.

DESCRIPTION continued on page 2 of 2

Page 1 of 2

DESCRIPTION continued from page 1 of 2

Temporary Drainage Easement #3

Commencing at the Northwest Corner of said Section 24 from which the North Quarter Corner of said Section lies South 89°55'34" East 2627.87 feet;

Thence along the west line of said Northwest Quarter South 00°13'05" West 310.64 feet;

Thence departing said line South 89°46'55" East 96.00 feet to the POINT OF BEGINNING;

Thence South 89°46'55" East 90.00 feet;

Thence South 00°13'05" West 280.00 feet;

Thence North 89°46'55" West 90.00 feet;

Thence North 00°13'05" East 280.00 feet to the POINT OF BEGINNING.

Containing 0.579 acres, more or less.

Temporary Drainage Easement #4

Commencing at the Northwest Corner of said Section 24 from which the North Quarter Corner of said Section lies South 89°55'34" East 2627.87 feet;

Thence along the west line of said Northwest Quarter South 00°13'05" West 679.19 feet;

Thence departing said line South 89°46'55" East 96.00 feet to the POINT OF BEGINNING;

Thence South 89°46'55" East 90.00 feet;

Thence South 00°13'05" West 205.62 feet to the south line of said Parcel 1;

Thence along said south line North 89°57'48" West 90.00 feet;

Thence North 00°13'05" East 205.91 feet to the POINT OF BEGINNING.

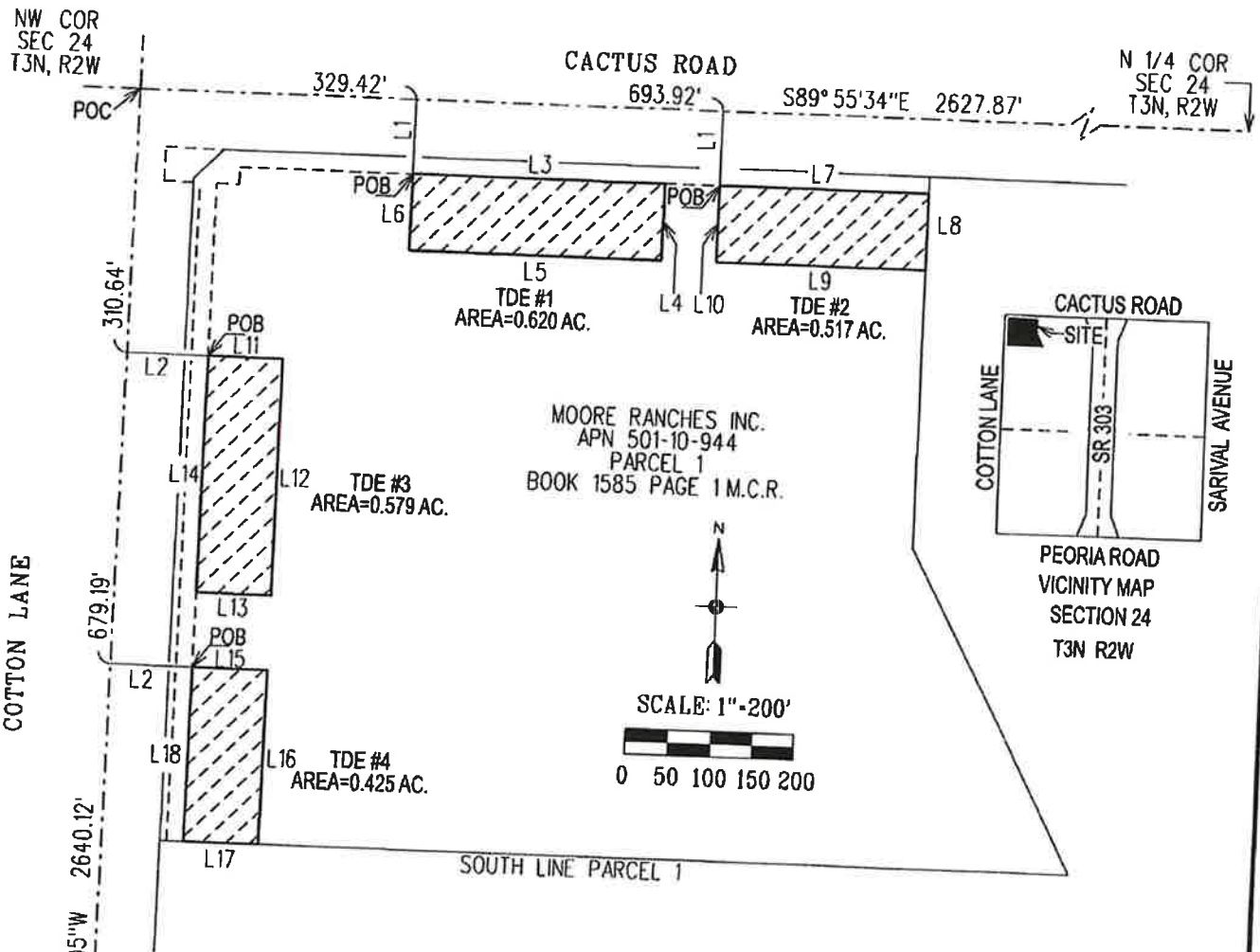
Containing 0.425 acres, more or less.

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

End of description



EXHIBIT "B"



TEMPORARY DRAINAGE EASEMENTS



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 23006

DRAWN BY RCD

DATE 08-30-23

SHEET 1 OF 2

LINE TABLE

<u>LINE</u>	<u>BEARING</u>	<u>LENGTH</u>
L1	S00°04'26"W	88.00'
L2	S89°46'55"E	96.00'
L3	S89°55'34"E	300.00'
L4	S00°04'26"W	90.00'
L5	N89°55'34"W	300.00'
L6	N00°04'26"E	90.00'
L7	S89°55'34"E	250.00'
L8	S00°04'26"W	90.00'
L9	N89°55'34"W	250.00'
L10	N00°04'26"E	90.00'
L11	S89°46'55"E	90.00'
L12	S00°13'05"W	280.00'
L13	N89°46'55"W	90.00'
L14	N00°13'05"E	280.00'
L15	S89°46'55"E	90.00'
L16	S00°13'05"W	205.62'
L17	N89°57'48"W	90.00'
L18	N00°13'05"E	205.91'

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 parallelscale: 1.000045 (exact)



TEMPORARY DRAINAGE EASEMENTS



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 23006

DRAWN BY RCD

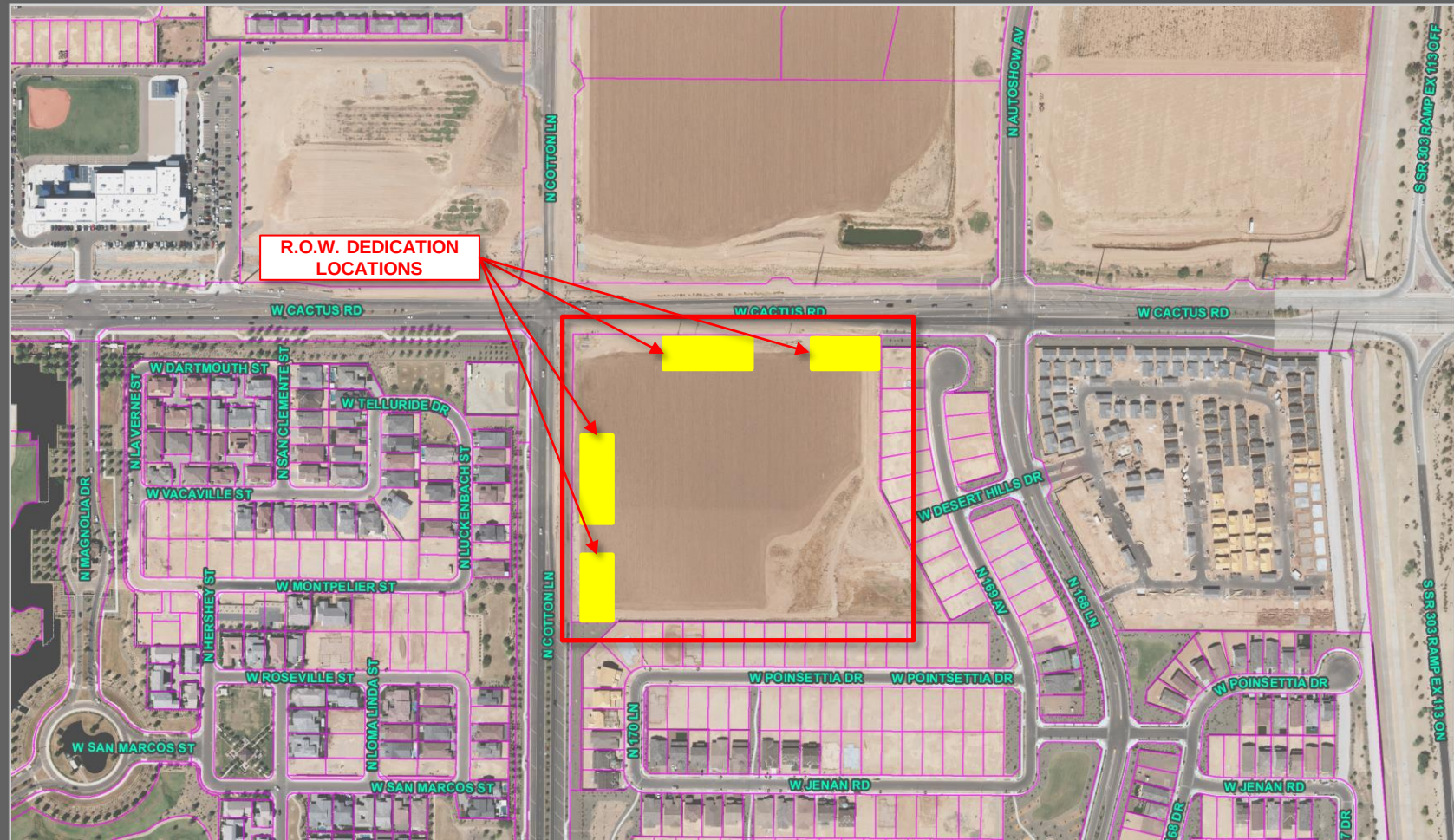
DATE 08-30-23

SHEET 2 OF 2

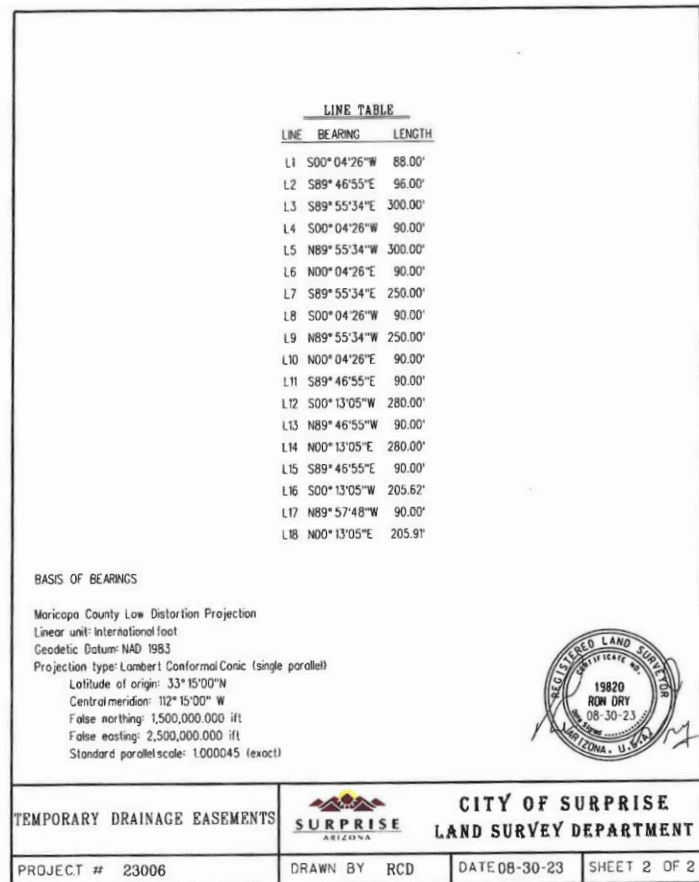
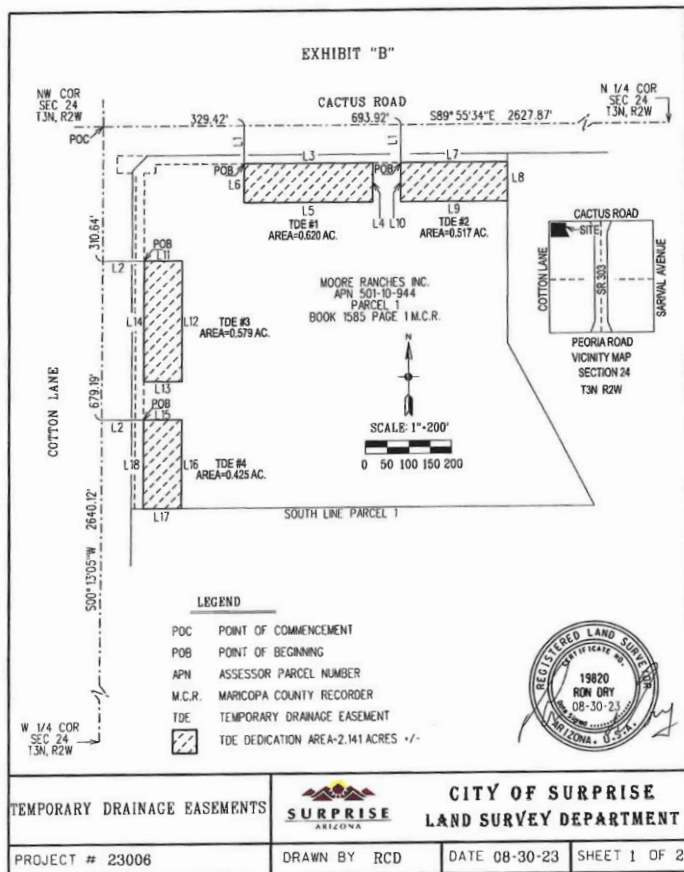


Moore Ranches Temporary Drainage Easement

City Council – September 3, 2024



VICINITY MAP



EXHIBIT



QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a Quit Claim Deed for dedication of right-of-way from Jomax SWA Investments on 163rd Avenue north of Jomax Road.

Motion:

I move to accept the Quit Claim Deed from Jomax SWA Investments.

Background:

Pulte Homes is working to acquire right of way along 163rd Avenue from Jomax Road to their development, Visara. The dedicated right of way will assist the City in widening 163rd Avenue to allow for additional traffic from the ongoing development in the area.

Objective Analysis:

The acceptance of this right of way will allow the developer to improve 163rd Avenue to allow for safer traffic movements along 163rd Avenue going to the Visara 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. Seller signed Deed
 2. Jomax SWA ROW - CC 09.03.24
-

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, **JOMAX SWA INVESTMENTS, L.L.C., an Arizona limited liability company** (“Grantor”), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

Subject to all reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this 7 day of August, 2024

GRANTOR: JOMAX SWA Investments L.L.C., an Arizona limited liability company

Zack Saliba
By: Zack Saliba
Its: Managing Member

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged and executed before me this _____ day of _____ 2024, by _____.

My Commission Expires:

SEE BELOW
NOTARY PUBLIC

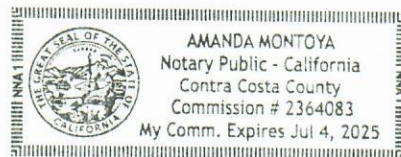
AM 08/07/2024

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 CONTRA COSTA) ss. MARTINEZ
On 08/07/2024 before me, AMANDA MONTOYA, Notary Public,
personally appeared ZACK SALIBA

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.

Amanda Montoya



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:

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised June 6, 2022
April 18, 2022
WP# 215240
Page 1 of 2
See Exhibit "A"

LEGAL DESCRIPTION
Visara
Proposed 45' Right-of-Way

A 45-foot wide strip of land lying within a portion of that certain parcel of land recorded in Document 2006-0655667, Maricopa County Records (MCR), lying within Section 31, Township 5 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner of said Section 31, a 3-inch Maricopa County Highway Department (MCHD) brass cap flush, from which the west quarter corner of said section, a 1/2-inch rebar with no identification, bears North 00°16'02" East (basis of bearing), a distance of 2422.11 feet;

THENCE along the west line of said section, North 00°16'02" East, a distance of 331.03 feet, to the southwest corner of said certain parcel of land;

THENCE leaving said west line, along the south line of said certain parcel of land, South 89°35'30" East, a distance of 55.00 feet, to the east line of that certain Easement and Agreement for Highway Purposes, recorded in Document 1986-0270983, MCR and the **POINT OF BEGINNING**;

THENCE leaving said south line, along said east line, North 00°16'02" East, a distance of 385.38 feet, to the north line of said certain parcel of land;

THENCE leaving said east line, along said north line, South 89°35'30" East, a distance of 45.00 feet, to the east line of the west 100 feet of said certain parcel of land;

THENCE leaving said north line, along said east line, South 00°16'02" West, a distance of 385.38 feet, to said south line,

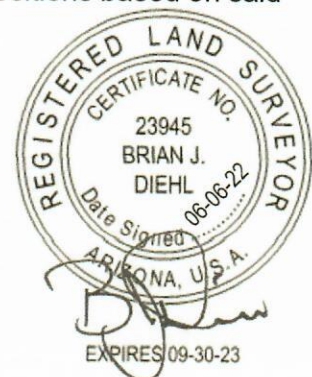
THENCE leaving said east line, along said the south line, North 89°35'30" West, a distance of 45.00 feet, to the **POINT OF BEGINNING**.

Containing 17,342 square feet or 0.3981 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of August, 2021. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2021\215240 Visara Proposed 45' ROW L04R01 06-06-22.docx



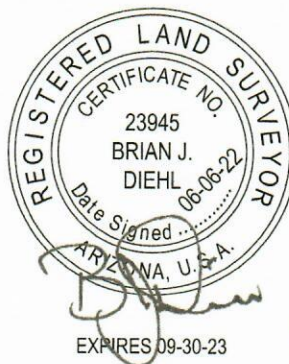
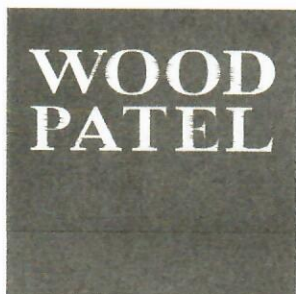
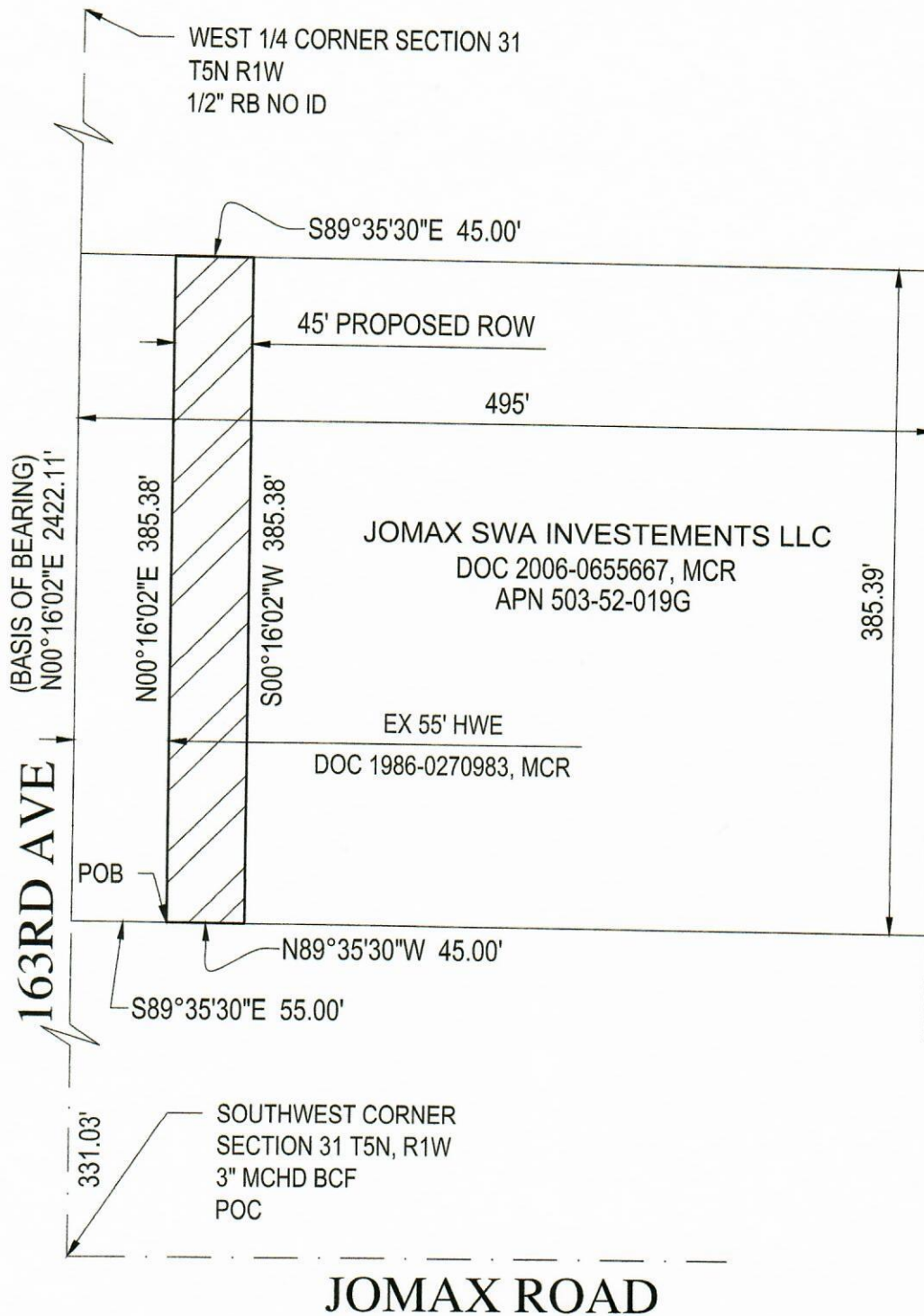


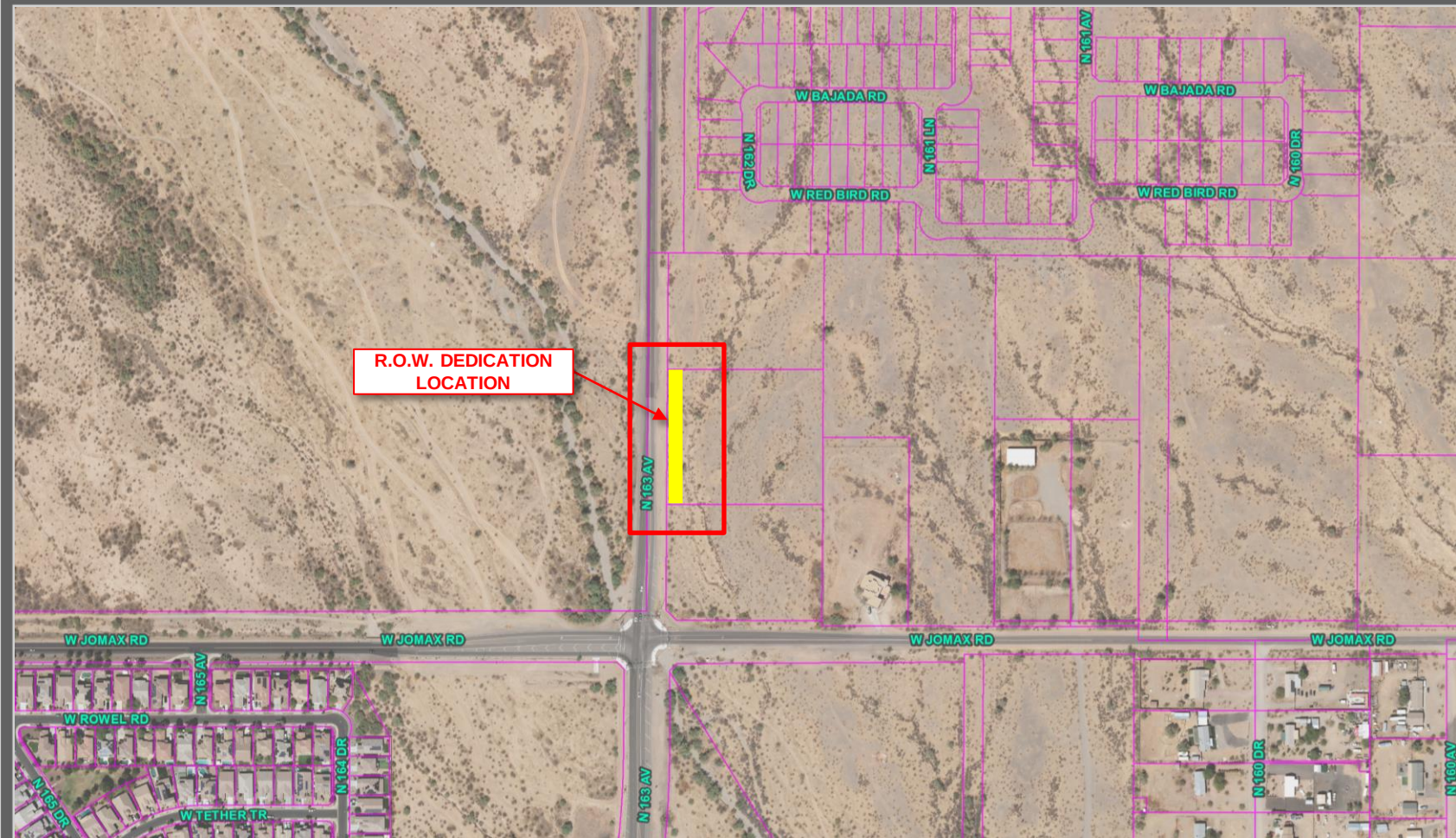
EXHIBIT "A"
VISARA
PROPOSED 45' RIGHT-OF-WAY
REVISED 06/06/2022
WP# 215240
PAGE 2 OF 2
NOT TO SCALE

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Jomax SWA Investments LLC Right-of-Way

City Council – September 3, 2024



VICINITY MAP

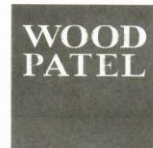
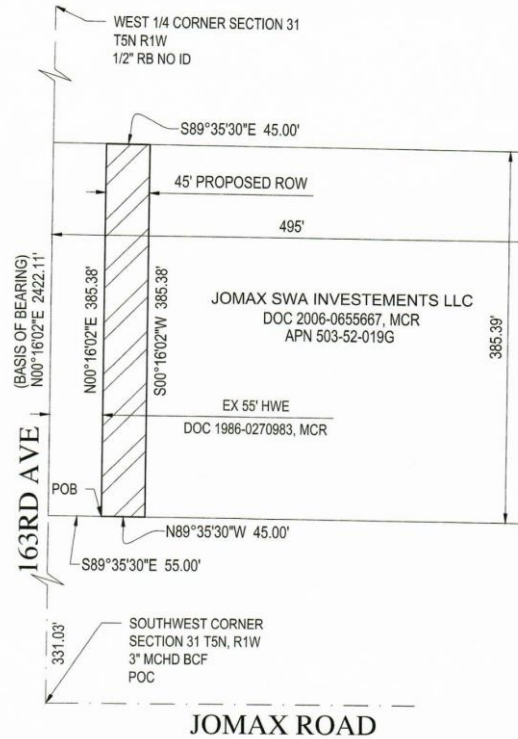


EXHIBIT "A"
VISARA
PROPOSED 45' RIGHT-OF-WAY
REVISED 06/06/2022
WP# 215240
PAGE 2 OF 2
NOT TO SCALE
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SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 3

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

Consideration and action pertaining to the immediate formation of a lighting improvement district known as SU-AutoshowEast3216 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-92.

Motion:

I move to approve Resolution No. 2024-92.

Background:

The City has verified that the Petition for the proposed streetlight improvement district contains the signatures of all the real property owners in the district, exclusive of mortgagees and other lienholders.

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 streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Storelocal Surprise AZ 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:

Once the SLID is illuminated, the City will begin levying SLID to cover SLID expenses. At the current time, therefore, 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 is not illuminated, there is no revenue or expense budgeted in FY2025 nor are there budgets planned for FY2026 for the SLID. If the SLID is illuminated in FY2025 or FY2026, expenses will be charged to the SLID and recouped with a future levy. A separate fund for this district will be created to track the revenue and expenses.

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution 2024-92 Resolution-SLID ad valorem unanimous STORELOCAL
 2. 02 petition
 3. 03 Streetlight Plan
 4. 04 council map
-

RESOLUTION # 2024-92

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-AUTOSHOWEAST3216 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-AutoshowEast3216 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-AutoshowEast3216 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of _____ 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

303 STORE LOCAL – SELF STORAGE FACILITY SLID BOUNDARY

LEGAL DESCRIPTION:

The land referred to herein below is situated in a portion of the Southwest quarter of Section 13, Township 3 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, and is described as follows:

A parcel of land located within The Final Plat of “Prasada – Phase 1A, Lots 1A, Lots 2 and 3” a Commercial Subdivision, according to Book 954, Page 49, or Fee# 2007-11561075 of the records of the Maricopa County Recorder's Office, and is more particularly described as follows:

BEGINNING at the Southeast Corner of Lot 6 as described in said Final Plat “Prasada – Phase 1A, Lots 1A, Lots 2 and 3”, being marked by a 1/2-inch rebar with cap stamped “RLS 54334”, whence the Northeast corner of said Lot 6, bears North 05°56'28" East, a distance of 457.65 feet, being marked by 1/2-inch rebar with cap stamped “RLS 54334”, and whence the Southwest corner of said Lot 6, bears North 90°00'00" West, a distance of 972.10 feet , being marked by 1/2-inch rebar with cap stamped “RLS 54334”;

THENCE North 90°00'00" West along the South boundary line of said Lot 6, a distance of 1006.32 feet to a point along the centerline of Autoshow Avenue as described within the Final Plat of “Prasada – Phase 1A, a commercial Subdivision, according to Book 948, page 44 of Maricopa County Recorder's Office, marking the beginning of a non-tangent curve concave to the Southeast having a radius of 1400.00 feet, having a chord bearing of North 13°00'34" East, and a chord length of 467.18 feet;

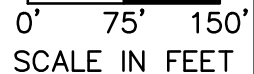
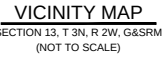
THENCE along the said centerline of Autoshow Avenue and said non-tangent curve concave to the Southeast, an arc distance of 469.38 feet to a point intersecting said centerline of Autoshow Avenue and the prolonged line of the North boundary line of said Lot 6;

THENCE North 90°00'00" East along said prolonged North boundary line, a distance of 948.52 feet to a point marking the aforementioned Northeast corner of said Lot 6;

THENCE departing the North boundary line of said Lot 6 South 05°56'28" West along the West boundary line of said lot 6, a distance of 457.65 feet to the POINT OF BEGINNING;

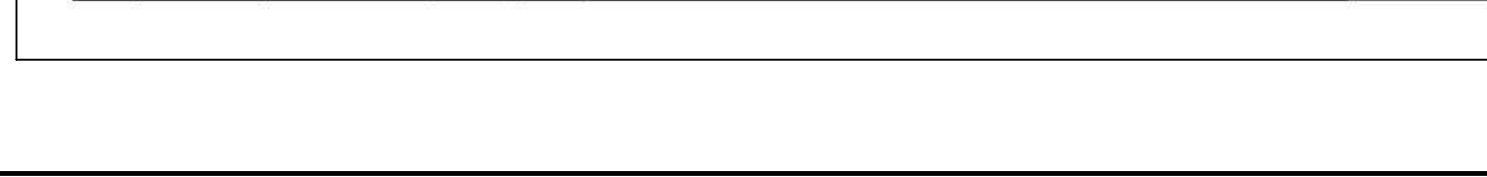
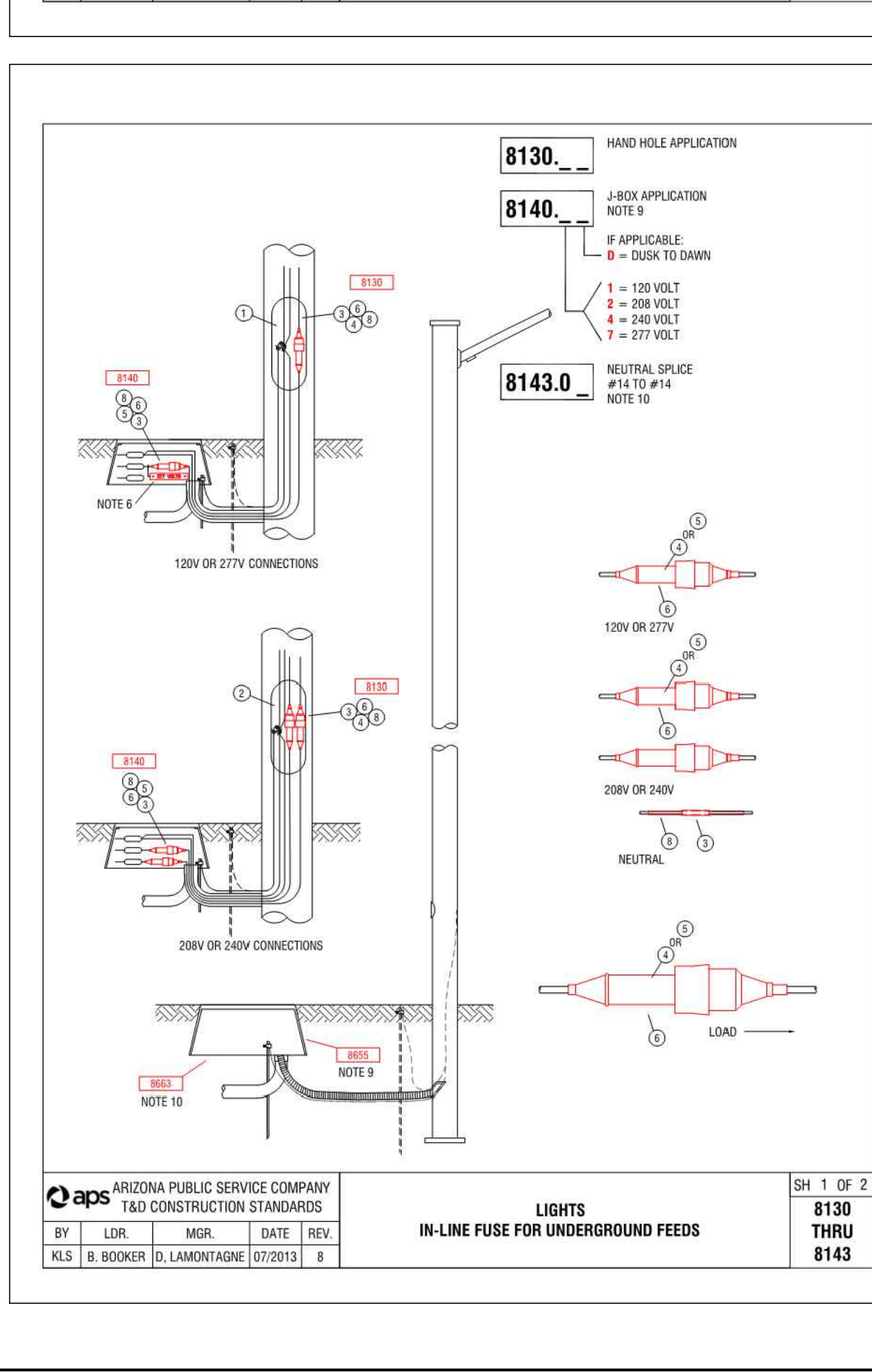
Comprising an area of 451,033.20 square feet or 10.354 acres.





EXHIBIT

B



NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.

2. A GROUND ROD IS PROVIDED WITH THE J-BOX, WHERE A GROUND ROD CAN NOT BE DRIVEN ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES. CUSTOMER OWNED EQUIPMENT MAY REQUIRE THE GROUND ROD INSTALLED NEXT TO THE POLE.

3. THE 40'-6" SELF-SUPPORTING STEEL POLE AND ONE OF THE 38'-6" HAVE TWO MANUFACTURER INSTALLED SIMPLEX FITTINGS 180° APART FOR DOUBLE ARMS. SEE CHART.

4. APN 33701054 IS A POLE BAND ADAPTER WITH A SIMPLEX FITTING. ADAPTER IS REQUIRED FOR THE SECOND ARM IN DOUBLE ARM APPLICATIONS ON EXISTING POLES IN THE FIELD WITHOUT TWO SIMPLEX FITTINGS. SEE 8198 FOR AVAILABLE SIZES.

5. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.

6. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS DISCONNECT INSIDE," IS REQUIRED ON ALL DUSK-TO-DOWN AND AREA LIGHTING APPLICATIONS.

7. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.

8. THE LIGHT CODE PROVIDES TWO SAME WATTAGE LUMINAIRES WHEN DOUBLE ARMS ARE SPECIFIED.

9. SEE SPEC 8030-8140 FOR IN-LINE FUSE FOR UNDERGROUND FEEDS.

10. SEE 8100 - 8107 FOR OVERHEAD ATTACHMENTS.

11. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.

TABLE 1

LIGHT CODE	APN	WATTS	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
CH41	33806640	100		120	9500	
CH42	33806642	100		120/208/240/277	9500	
CH43	00050298	150	HPS	120/208/240/277	16000	
CH44	00047119	250		120/208/240/277	30000	
CH45	00050099	400		120/208/240/277	50000	
CM32	00104445	175		120/208/240/277	14000	
CM33	00104446	250		120/208/240/277	21000	
CM34	00104447	400		120/208/240/277	36000	
CM53	00128559	55		120	3500	
CM54	00070898	100		120/208/240/277	8000	
CM55	00116522	120		120/208/240/277	10200	
CM56	00116523	150		120/208/240/277	12000	
CM57	00109183	200		120/208/240/277	15250	
CM58	00116524	250		120/208/240/277	22500	
CL80	00128329	43		120/208/240/277	3300	
CL61	00128330	67		120/208/240/277	5300	
CL62	00128331	106		120/208/240/277	8300	
CL63	00128332	130		120/208/240/277	9900	
AL64	00128364	258		120/208/240/277	20000	
AS20	33806772	55		120/240	8000	
AS21	33806774	90		120/240	13000	
AS22	33806776	135		120/240	22500	
AS23	33806778	180		120/240	33000	

TABLE 2

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE LUMINAIRE ON ARM
1944.19	19'-0"	5'-0"	14'-0"	14'-11" 16'-3" 8' X 8"
1944.30	30'-6"	6'-6"	25'-0"	25'-11" 27'-3" ---
1944.38	38'-6"	8'-6"	32'-0"	32'-11" 34'-3" 39'-3"
1944.39X	38'-6"	8'-6"	32'-0"	32'-11" 34'-3" 39'-3"
1944.40X	40'-6"	8'-6"	32'-0"	32'-11" 34'-3" 39'-3"

CODE

8040.52

8040.55

8040.58

8040.59

8040.08

8040.01

MATERIAL LIST

ITEM

QTY

QTY

QTY

QTY

QTY

QTY

DESCRIPTION

APN

1	1	1	1	1	1	1	ADAPTER BAND W/ SIMPLEX 3"	33701054
2	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORER	32900891
3	1	1	1	1	2	2	CONTROL PHOTO MULTI BLACK	00063965
4	VAR	VAR	VAR	VAR	VAR	VAR	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	1	2	2	LAMP- SEE 1164 - 8171	
6	1	1	1	1	2	2	LUMINAIRE - SEE TABLE 1	
7	1	1	1	1	1	1	MAST ARM ST LT 2" X 2"	00061225
8	1	1	1	1	2	2	MAST ARM ST LT 2" X 2" X 6"	33701112
9	1	1	1	1	2	2	MAST ARM ST LT 2" X 3" X 8"	33701124
10	1	1	1	1	2	2	MAST ARM ST LT 2" X 3" X 8"	33701123
11	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050502
12	10	10	10	10	10	10	WIRE BASE #8 SOLID CU	33007580

ARIZONA PUBLIC SERVICE COMPANY

T&D CONSTRUCTION STANDARDS

BY

LDR.

MGR.

DATE

REV.

KLS

B. BOOKER

D. LAMONTAGNE

07/2013

12

LIGHTS

ROADWAY LUMINAIRE

20" X 6", 3' X 8" OR 8' X 8" MAST ARMS ON

19'-0", 30'-0", 38'-0" OR 40'-6" STEEL POLES

SH 2 OF

8040

NOTES:

1. USE INDEPEND TUG (71807865) TO COMPRESS THE FUSE HOLDER ONTO THE WIRE.

2. CABLE INSULATION SHOULD BUTT AGAINST THE FUSE HOLDER. DO NOT REMOVE AN EXCESS AMOUNT OF INSULATION FROM THE CONDUCTOR.

3. USE A 2-INCH PIECE OF HEAT SHRINK TUBING ON EACH SIDE OF THE FUSE HOLDER, AS SHOWN, TO INSULATE AND WATERPROOF.

4. THE PREFERRED METHOD IS TO FUSE IN THE J-BOX WITH A 15 AMP FUSE AND IN THE HANDHOLE WITH A 10 AMP FUSE. WHEN FEEDING SINGLE LIGHTS WITH #14 CU IN FLEX FROM AN UNDERGROUND TRANSFORMER WITHOUT A J-BOX A 15 AMP FUSE MUST BE INSTALLED AT THE TRANSFORMER AND A 10 AMP FUSE IN THE HANDHOLE.

5. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.

6. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX.

7. FOR UNDERGROUND SERVICE CONNECTIONS ON CUSTOMER-OWNED DUSK-TO-DAWN INSTALLATION REQUIREMENTS, SEE THE ELECTRIC SERVICE REQUIREMENTS MANUAL, SECTION 506 (3).

8. INSTALLATION OF STREET LIGHT CIRCUITS OTHER THAN THREE-WIRE 120/240V REQUIRES ENGINEERING APPROVAL.

9. FOR CITY OR DEVELOPER INSTALLED AND CITY MAINTAINED FUSING IN APS AREAS, APS TO PROVIDE AND INSTALL 15 AMP FUSES IN J-BOX WITH FLOOD SEALS. CUSTOMER FUSING IN THE HAND HOLE MAY NOT EXCEED 10 AMPS. FOR APS WIRING REQUIREMENTS CONTACT ENGINEERING.

10. WHEN SOURCE CONDUCTOR IS #14 AND NO JUNCTION BARS OR GEL PACKS ARE USED, A NEUTRAL #14 TO #14 BUTT SPLICE IS REQUIRED. USE A 2-INCH PIECE OF HEAT SHRINK TUBING OVER SPLICE TO INSULATE AND WATERPROOF.

11. FOR STREET LIGHT CIRCUITS WHERE JUNCTION BOX MUST BE INSTALLED IN THE SIDEWALK, SPEC 8663 IS THE PREFERRED BOX.

12. SEE SPEC 5060 FOR IN-LINE FUSE FOR UNDERGROUND FED STREET LIGHTS ON WOOD POLES.

13. SEE SPEC 2433 FOR ADDITIONAL GROUNDING REQUIREMENTS FOR MUNICIPALITIES.

14. A GROUND ROD IS PROVIDED WITH THE JUNCTION BOX. WHERE A GROUND ROD CANNOT BE DRIVEN ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES. CUSTOMER OWNED EQUIPMENT MAY REQUIRE THE GROUND ROD INSTALLED NEXT TO THE POLE.

CODE

1301.1 & 7

1301.2 & 4

1401.1 & 7

1401.2 & 4

8143

MATERIAL LIST

ITEM

QTY

QTY

QTY

QTY

QTY

DESCRIPTION

APN

1	47	1	1	1	1	CABLE, 2/C #14CU UF	31102132
2	47	1	1	1	1	CABLE, 3/C #14CU UF	31102135
3	1	2	1	2	1	CORN BUTT SPLICE #16 - #14	71704022
4	1	2	1	2	1	FUSE CARTRIDGE 10A	72602409
5	1	1	1	2	1	FUSE CARTRIDGE 15A	72602410
6	1	2	1	2	1	FUSEHOLDER IN-LINE 600V	00097502
7	1	1	1	1	1	TAG 277 VOLT SIGN	00080796
8	1	2	1	2	1	TUBING SHRINKABLE 1/4"	71606200

* PROVIDED ONLY WITH 277 VOLT

ARIZONA PUBLIC SERVICE COMPANY

T&D CONSTRUCTION STANDARDS

BY

LDR.

MGR.

DATE

REV.

KLS

B. BOOKER

D. LAMONTAGNE

07/2013

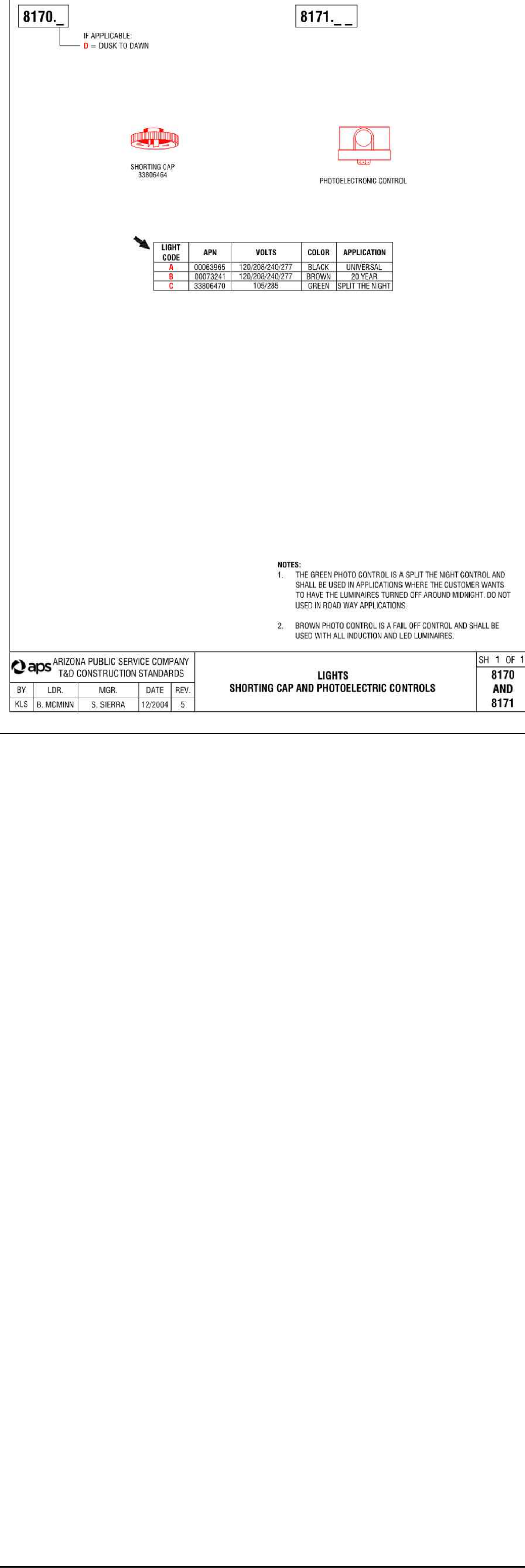
8

LIGHTS

IN-LINE FUSE FOR UNDERGROUND FEEDS

SH 2 OF

8130 THRU 8143

[illegible]

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.

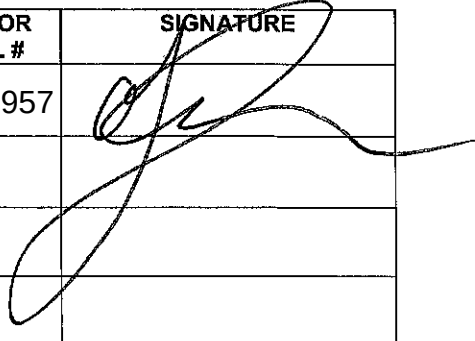
Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed 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-AutoshowEast3216

(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
Austin J Osborne	12465 N Autoshow Drive	501-40-957	



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 <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:

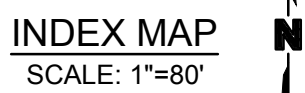
1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
5. Direct Access 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.

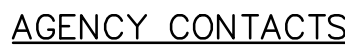
A PORTION OF "PRASADA - PHASE 1A LOTS 2 AND 3,"
A PORTION OF SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



	SINGLE STREET LIGHT
	UNDERGROUND CONDUIT
	NEW STREET LIGHT JUNCTION BOX
E	EXISTING DEVICES TO REMAIN
RE	REMOVE EXISTING
RL	RELOCATED EXISTING

ESTIMATED QUANTITIES – STREET LIGHTING PLANS		
RELOCATED SINGLE ARM LED	1	EA
APS APPROVED JUNCTION BOX	2	EA
APS APPROVED 2-1/2" CONDUIT	130	LF

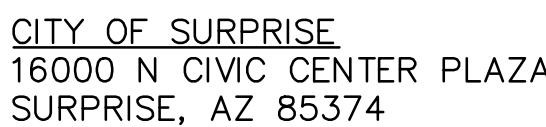
SHEET INDEX	
SHEET NUMBER	SHEET SUBTITLE
STREET LIGHTING PLANS	
SL1.0	COVER SHEET
SL1.1	STREET LIGHTING PLAN



IRRIGATION:
MARICOPA WATER DISTRICT
14825 W. GRAND AVENUE
SURPRISE, AZ 85374
CONTACT: LESLIE JARRELL
PH: (623) 235-6103
E: LESLIEJ@MWD.AZ.COM

ELECTRIC:
ARIZONA PUBLIC SERVICE
PO BOX 53933
PHOENIX, AZ 85072
CONTACT: NATHAN LAWRENCE
PH: (623) 975-5746
E: NATHAN.LAWRENCE@APS.COM

PUBLIC WATER:
EPCOR
2355 WEST PINNACLE PEAK ROAD
SUITE 300
PHOENIX, AZ 85027
CONTACT: JOE WHELAN
PH: (623) 445-2438
E: JWHELANII@EPCOR.COM



PROJECT TEAM CONTACTS

DEVELOPER:
WESTCOR SURPRISE RSC, LLC
ATTN: SCOTT WAGNER
11411 N TATUM BLVD
PHOENIX, AZ 85028
PHONE: (480) 556-7741
E: SWAGNER@REDDEVELOPMENT.COM

ENGINEER:
OLSSON
ATTN: TYLER PAULSEN
7250 N 16TH ST, SUITE 210
PHOENIX, AZ 85020
PHONE: (402) 980-9471
E: TPAULSEN@OLSSON.COM

SURVEYOR:
OLSSON
ATTN: BILL ZIEGLER
6437 WEST CHANDLER BLVD, SUITE 1
CHANDLER, AZ 85226
PHONE: (480) 227-4388
E: BZIEGLER@OLSSON.COM

PROJECT SITE DATA:

APN: 501-40-957
LOT NO.: 6

SITE AREA: 10.04 AC
PROP BLDG AREA: 175,868

PROJECT ADDRESS: 12465 N. AUTOSHOW AVE
SURPRISE, AZ 85388

NOTE:

- A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.
- B. 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 THE TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.

AS-BUILT CERTIFICATION

I CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPROVED _____
ENGINEER OF RECORD DATE _____

REGISTRATION NO.

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.

Ravi Sharma 04/25/2024
CITY OF SURPRISE ENGINEER DATE

UTILITY REVIEW:

THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES. WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES, THE CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL PROVISIONS AND/OR AS OTHERWISE NOTED ON THESE PLANS. 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.

		DATE SUBMITTED	DATE RECEIVED
SOUTHWEST GAS CORP. (602) 395-4139	<u>GARTH BRETON</u> COMPANY REPRESENTATIVE	<u>7/28/2022</u>	<u>08/04/2022</u>
EPCOR WATER ARIZONA, INC. (623) 445-2438	<u>JOE WHELAN</u> COMPANY REPRESENTATIVE	<u>07/28/2022</u>	<u>09/28/2022</u>
CENTURY LINK COMMUNICATIONS (602) 630-0492	<u>ANDREW ANDRADE</u> COMPANY REPRESENTATIVE	<u>7/15/2022</u>	<u>7/18/2022</u>
ARIZONA PUBLIC SERVICE (602) 371-7546	<u>NATHAN LAWRENCE</u> COMPANY REPRESENTATIVE	<u>7/28/2022</u>	<u>7/29/2022</u>
COX COMMUNICATIONS (623) 322-7851	<u>VALENE RIOS</u> COMPANY REPRESENTATIVE	<u>7/22/2022</u>	<u>7/23/2022</u>

LEGAL DESCRIPTION:

LOT 6, PRASADA - PHASE 1A, LOTS 2 AND 3, ACCORDING TO
BOOK 954 OF MAPS, PAGE 49, RECORDS OF MARICOPA COUNTY,
ARIZONA.

BASIS OF BEARING:

NORTH 89°44'27" WEST ALONG THE SOUTH LINE OF THE
SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE
2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA
COUNTY, ARIZONA.

BENCHMARK:

FOUND CITY OF SURPRISE BRASS CAP STAMPED "16-6C LS 17548", LOCATED 6.9 FEET NORTHWEST OF THE PLATTED POINT OF CURVATURE OF 168TH AVENUE, AND 43 FEET SOUTHWEST OF THE CENTERLINE OF SARIVAL AVENUE. NAVD-88 DATUM ELEVATION: 1204.20 FEET

FLOOD ZONE:

THE SUBJECT PROPERTY LIES WITHIN: FLOOD ZONE "X": AREAS OF 0.2% ANNUAL CHANCE FLOOD: AS SHOWN ON THE FEMA NATIONAL FLOOD INSURANCE RATE MAP. THIS STATEMENT IS PROVIDED FOR INFORMATION PURPOSES ONLY AND SHALL IN NO WAY CONSTITUTE A BASIS FOR A FLOOD CERTIFICATE.

MAP NUMBER: 04013C1660L (FLOOD ZONE "X")
 PANEL: 1660 OF 4425
 MAP REVISED: OCTOBER 16, 2013

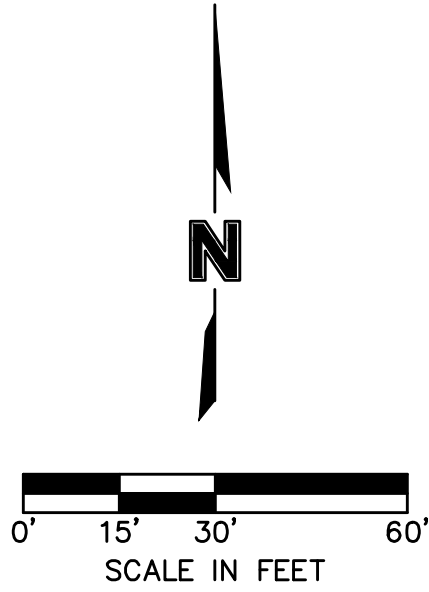
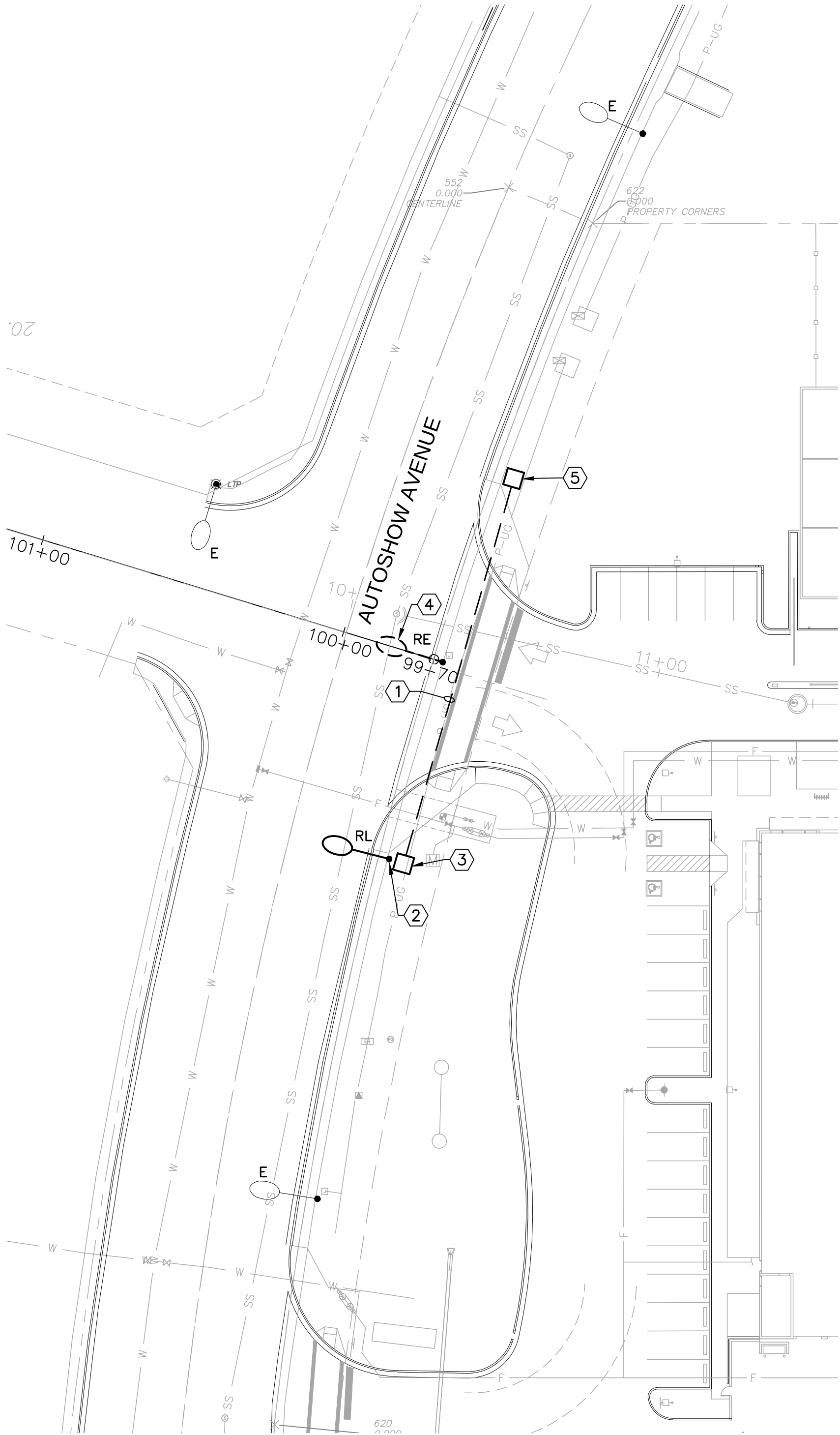
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21199_XBldg 2
USER: eklein
C_XBASE_02107914
C_PTBULK_02107914

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 VARIATION 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 SIRE. 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 SIRE 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.
- THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS (TYPICALLY THE 100 WATT/9,500 LUMEN AND THE 150 WATT/16,000 LUMEN FIXTURES) ARE TO BE PAID BY THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS (TYPICALLY THE 250 WATT/30,000 LUMEN FIXTURES) ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

CONSTRUCTION NOTES:

- WHEN SOURCE IS ON THE SAME SIDE OF THE STREET, J-BOX TO BE PLACED ON BACK SIDE OF POLE. WHEN SOURCE IS ON OPPOSITE SIDE OF STREET, J-BOX TO BE PLACED ON THE SIDE OF POLE WHERE TRAFFIC IS APPROACHING. CENTERLINE OF J-BOX TO BE 24" MIN. UP TO 60' MAX. FROM CENTERLINE OF POLE.
- CONTRACTOR SHALL PROVIDE AND INSTALL STREET LIGHT POLES, MAST ARMS, AND LUMINAIRES.
- CONTRACTOR SHALL PROVIDE AND INSTALL APS APPROVED JUNCTION BOXES, GROUND RODS, SONOTUBES, FLAT STRAP, CONDUIT PLUGS AND ELECTRONIC MARKERS PER APS SPECIFICATIONS AND STANDARDS.
- CONTRACTOR SHALL TRENCH AND PROVIDE AND INSTALL APS APPROVED CONDUIT BETWEEN JUNCTION BOXES. APS TO PROVIDE AND INSTALL CONDUCTORS.
- CONTRACTOR SHALL INSTALL 1" FLEX CONDUIT AND CONDUCTORS FROM POLE TO JUNCTION BOX.
- CONTRACTOR SHALL CONTACT APS AT 602-371-7546 A MINIMUM OF THREE WEEKS PRIOR TO CONSTRUCTION TO COORDINATE INSTALLATION AND REMOVAL REQUIREMENTS.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIAL AND LABOR TO RECEIVE POWER FROM APS.



SHEET NOTES:

- PROVIDE AND INSTALL 2-1/2" CONDUIT PER APS SPECIFICATIONS AND STANDARDS.
- EXISTING RELOCATED POLE SHALL BE CENTERED 1'-0" MIN FROM SIDEWALK OR 4' BEHIND BACK OF CURB. ALL WIRING, FUSING, AND GROUNDING PER APS STANDARDS AND SPECIFICATIONS.
- INSTALL APS APPROVED JUNCTION BOX ADJACENT TO POLE. REFER TO CONSTRUCTION NOTES FOR INSTALLATION LOCATION. PROVIDE AND INSTALL 1" FLEX CONDUIT AND WIRE FROM JUNCTION BOX TO STREET LIGHT POLE PER APS DETAILS AND SPECIFICATIONS.
- REMOVE EXISTING STREET LIGHT AND JUNCTION BOX. RELOCATE EXISTING STREET LIGHT TO NEW LOCATION DENOTED WITH 'RL'. EXTEND EXISTING CIRCUIT TO NEW LOCATION, PROVIDING JUNCTION BOX AND REQUIRED CONDUIT TO CONNECT INTO EXISTING CIRCUIT. INSTALLATION SHALL BE PER APS STANDARDS, DETAILS AND SPECIFICATIONS.
- JUNCTION BOX PER SHEET NOTE 4.

APPROVED
CITY OF SURPRISE
ENGINEER
RS

onsite improvement plans
street lighting plan

303 store local-self storage facility
nwc 303 & cactus

surprise, az 85388

2023

revisions

drawn by: _____ EMK
designed by: _____ RAZ
checked by: _____ FILE
project no.: 021-07914
date: 3.17.2023

sHEET
SL1.1

olsson

7878 North 16th Street, Suite 105
Phoenix, AZ 85020-5282
TEL 602.748.1000
FAX 602.748.1001
www.olson.com

CERTIFICATE OF PROFESSIONAL ENGINEERING
FRANK EGELHOFF
STATE LICENSE NO. 1000
ARIZONA U.S.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Star, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 262-1100

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PROJECT NO:	021-07914
DRAWN BY:	BML
DATE:	4/10/2023

303 STORE LOCAL-SELF STORAGE FACILITY SITE LIGHTING EXHIBIT

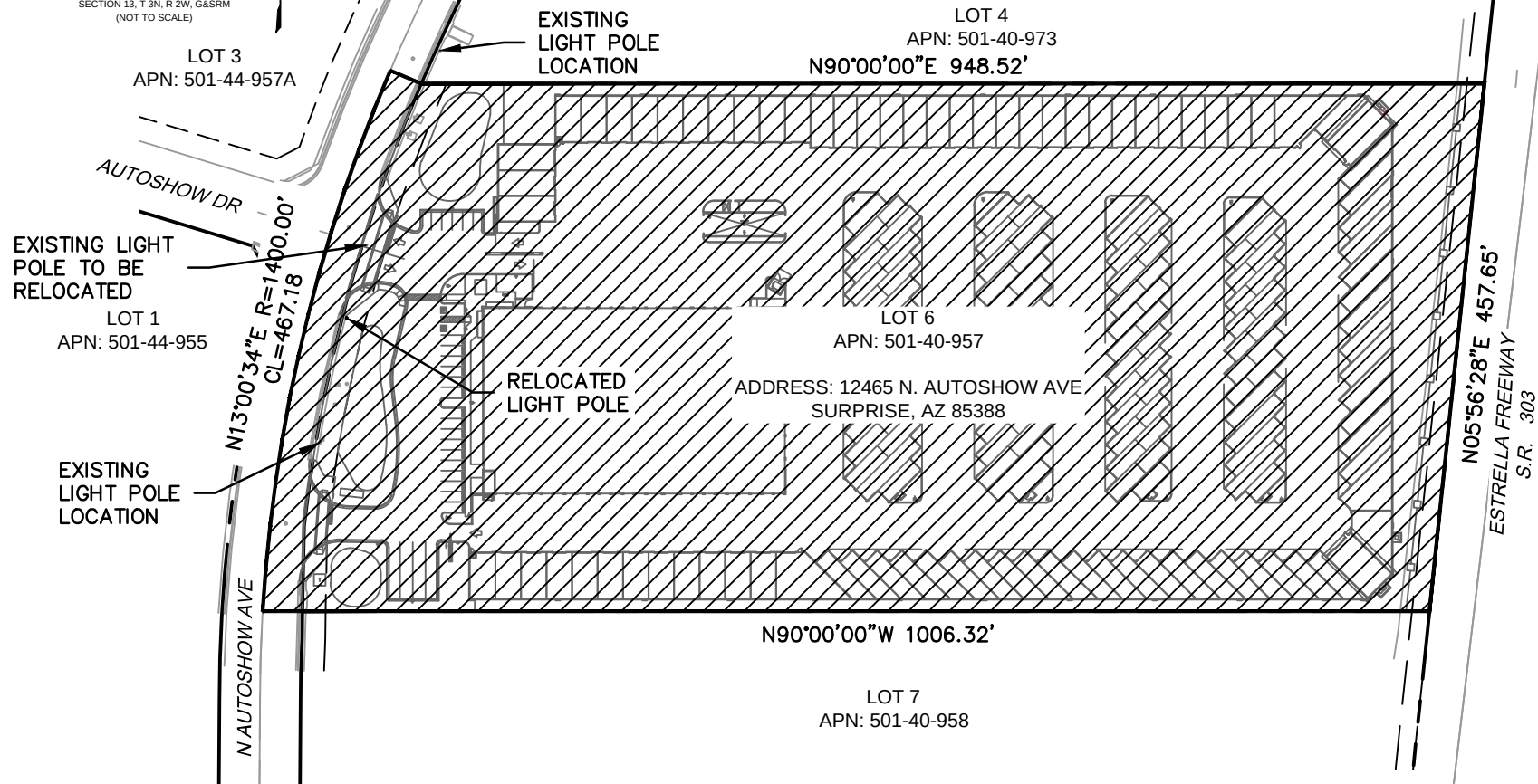
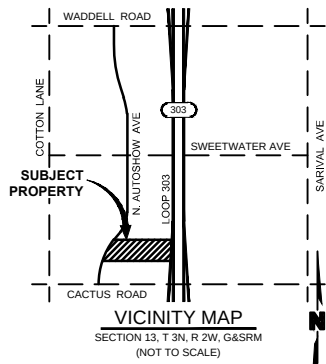
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TEL 602.748.1000

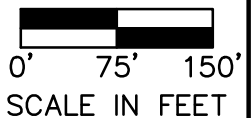
EXHIBIT

B

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Total existing lights = 2
One existing pole to be relocated as shown.





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024

Contact Person: Eric Boyles, Director -
Transportation

Submitting Department: Transportation

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of a grant from the Maricopa Association of Governments; approval of a fiscal year 2025 budget amendment moving budget in the amount of \$100,000 to complete an electric vehicle siting plan and amending the Fiscal Year 2025 Contract Awarding Authority List; Resolution #2024-129.

Motion:

I move to approve Resolution #2024-129.

Background:

On May 22, 2024, Maricopa Association of Governments issued a notice for the Fiscal Year 2024 Electric Vehicle Charging Infrastructure Siting Plans Competitive Program Call for Projects. A total of \$1.5 million was available to member agencies to develop siting plans for the deployment of electric vehicle charging infrastructure in their communities. Surprise was awarded \$100,000 through this process.

Objective Analysis:

This grant will allow the Transportation Department to hire a consultant to perform a study and develop an Electric Vehicle Charging Infrastructure Program which will identify siting plans for the deployment of electric vehicle charging stations across the city.

Policy Compliant:

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

Financial Impact:

If approved, the City will receive \$100,000 in revenue from the Maricopa Association of Governments. There is no match requirement for this grant.

Budget Impact:

This action represents a transfer of spending authority and does not increase or decrease the total

adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. 24.08.08 EVCIP Siting Plan Agreement_v1.HW
 2. 24.08.19 Res 2024-129 MAG Grant EV_v1.HW
-

MARICOPA ASSOCIATION OF GOVERNMENTS
ELECTRIC VEHICLE CHARGING INFRASTRUCTURE PROGRAM

AGREEMENT

MAG Electric Vehicle Charging Infrastructure Program (Siting Plans),
Agreement No. 24-EVCIPSP-SUR
MAG TIP Project # SUR24-280
City of Surprise Capital Improvement Plan # ~~XXXXXX~~G65010

This Joint Agency Agreement (**Agreement**) by and between the Maricopa Association of Governments (**MAG**) and the City of Surprise (**City**), an Arizona Municipal Corporation, will become effective on the day, that the Agreement it is executed by the MAG Executive Director. In this Agreement, MAG and the City are referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. MAG is the regional planning agency for Maricopa County and portions of Pinal County. MAG is governed by a regional council, which includes the mayor or chief executive of each member agency (**Regional Council**). MAG has developed an Electric Vehicle Charging Infrastructure Program (EVCIP) and associated Guidelines, as approved by the Regional Council on May 22, 2024, and incorporated herein by this reference. The Guidelines identify program goals and objectives, identify eligible project types, application and evaluations and the programming process. Included in the Guidelines was a set-aside of funding for member agencies to develop EVCIP Siting Plans (as defined in the Guidelines) prior to a larger infrastructure call for projects.

B. Funds for the Siting Plans are administered by the Arizona Department of Transportation (**ADOT**) through its Highway User Revenue Fund (**HURF**) sub-account for local agency streets designated collector or above, and through allocations of Surface Transportation Block Grant Program (**STBGP**) funds that are directly allocated to the MAG region and administered by ADOT. Funds will be disbursed by ADOT once an invoice is reviewed and approved in concurrence with MAG. Highway User Revenue funds (**HURF**) for the Siting Plans provided by ADOT are allocated via a funding exchange with the MAG region. Eligible activities must adhere to article IX, section 14, of the Arizona Constitution.

C. On May 22, 2024, MAG issued a notice for the Fiscal Year 2024 Electric Vehicle Charging Infrastructure Siting Plans Regional Competitive Program Call for Projects. A total of \$1.5 million was available for member agencies to develop siting plans for the deployment of electric vehicle charging infrastructure in their communities. At the June 26, 2024, Regional Council meeting, the City of Surprise was awarded a siting plan project (**Project**).

D. The regional funding for the Project is not to exceed \$100,000.00.

E. The Parties are authorized to enter into this agreement by the provisions of Arizona Revised Statutes (**A.R.S.**) § 28-6501 et seq.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Purpose. The purpose of this Agreement is to identify and define the responsibilities of the City and MAG for the development of the Project.

B. Responsibilities of the Parties.

1. MAG's Responsibilities. MAG agrees to:

- a. Administer the EVCIP, pursuant to the EVCIP Guidelines;
- b. Provide to the City the required format for submitting requests for payment, invoices, progress reports, and backup documentation;
- c. Review and approve invoices for projects to be reimbursed with HURF, subject to the terms of this Agreement;
- d. Submit approved invoices to ADOT for payment by ADOT to the City. The payments from ADOT to the City will be based on the reimbursement amount as noted in the **Recitals, Section D**. The basis for payment to City shall be reimbursement for costs in conformance with the EVCIP Guidelines.

2. City's Responsibilities. The City agrees to:

- a. Be responsible for all project costs and submit invoices to MAG for reimbursement. The City will:
 - 1)** be responsible for the completion of the Project;
 - 2)** conduct the consultant selection process, award the contract for the Project pursuant to the applicable laws and ordinances, and provide necessary oversight, unless agreed to otherwise by the Parties;
 - 3)** review and approve invoices from the consultant before submitting an invoice to MAG;
- b. Abide by the EVCIP Guidelines (available at [MAG EVCIP Guidelines](#)) throughout the Project;

- c. Be responsible for all Project costs in excess of the maximum amount of the funds allocated for the Project (**Allocated Funds**). The maximum amount of Allocated Funds for this Project is \$100,000.00 . The amount of funds paid to the City pursuant to this Agreement shall not exceed the Allocated Funds, as included in the Transportation Improvement Program (**TIP**) approved by MAG on June 26, 2024, and as may be amended from time to time, incorporated herein by this reference. The Allocated Funds are expressed in Year of Expenditure dollar amounts, which will not be adjusted for inflation;
- d. Provide invoices to MAG consistent with the EVCIP Guidelines;
- e. The City's authorized representative shall sign, approve and submit invoices to MAG is the City's Public WorksTransportation Director or designee; and
- f. Otherwise comply with all requirements of this Agreement.

C. Records and Audit Rights. The City's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by MAG to substantiate charges and claims related to this Agreement shall be open to inspection and subject to audit and/or reproduction by authorized representatives of MAG, ADOT and the Auditor General of the State of Arizona (collectively Auditors), as applicable to the extent necessary to adequately permit evaluation and verification of the performance and cost of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places (at a minimum, during the City's normal business hours), to all of the City's records and personnel, pursuant to the provisions of this Section, throughout the term of this Agreement, and for a period of five (5) years after last or final payment.

D. Term and Termination. The Agreement is valid through the payment of the final invoice for completion of the Project, subject to earlier termination as specifically provided herein.

- 1. **Termination by MAG.** MAG reserves the right to terminate this Agreement in the event that MAG determines, in its reasonable discretion, that local or MAG Allocated Funds are not available to meet the City's financial responsibilities in regard to the Project, or in the event of an act of God or act of war or terror that makes continuation of work pursuant to this Agreement no longer in the public interest. MAG will give **60 calendar days'** advance notice of such termination, unless such notice is impracticable, in which case MAG will provide such notice as is practicable under the circumstances. In the event of such termination, MAG will recommend to ADOT that it reimburse the City as provided in this Agreement for work satisfactorily performed up to the date of termination. MAG also reserves the right to terminate this Agreement in the following circumstances:

- a. No Project Reimbursement Request has been submitted to MAG for a period of at least **3 months** from the date of the last Project Reimbursement Request (**PRR**), or the effective date of this Agreement, whichever is later.

2. **Termination by the City.** The City reserves the right to terminate this Agreement in the event that the City determines, in its reasonable discretion, that local funds are not available to meet the City's financial responsibilities in regard to the Project, or in the event of an act of God or act of war or terror that makes continuation of work pursuant to this Agreement no longer in the public interest. The City will give **60 calendar days'** advance notice of such termination, unless such notice is impracticable, in which case the City will provide such notice as is practicable under the circumstances.

3. **Termination by Mutual Consent.** The Parties may terminate this Agreement by mutual consent in the event that they determine that such termination is in furtherance of the goals of the EVCIP and is in the best interests of the Parties.

E. **Availability of Funds.** Each Party's obligations under this Agreement are conditioned upon the availability of funds, appropriated or allocated, for the payment of such obligation. No liability shall accrue to MAG in the event MAG declines to review and/or approve invoices for payment on the basis that funds are not available for payment of such invoices, and/or if MAG terminates the Agreement in accordance with this Agreement's **Section D(1)**.

F. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend, and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as **Claims**) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

G. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.

H. **Ownership of Improvements upon Termination.** Upon the expiration or other termination of this Agreement, ownership of the Project and the improvements constructed under this Agreement shall be vested in the City.

I. **General Provisions.**

1. **Incorporation of Recitals.** The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

2. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

3. **Official Copies.** Upon date of execution by the MAG Executive Director, the City shall receive a signed copy of the agreement within **14 calendar days** of execution.
4. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
5. **Modifications.** Except as otherwise specifically provided in this Agreement, any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only after written approval of all Parties.
6. **Attorney's Fees.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default of this Agreement, the prevailing Party may seek from the other Party reasonable attorneys' fees and reasonable costs and expenses.
7. **Notices.** All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to the City :

Eric Boyles[Name]
City of Surprise Transportation Dept.
[Address],[Suite]11465 W. Civic Center
Drive
Surprise, AZ [ZIP]85374
Tel: [623-222-1822(XXX) XXX-XXXX]
Fax: [(XXX) XXX-XXXX]

If to MAG:

Executive Director
Maricopa Association of Governments
302 No. First Avenue
Suite 300
Surprise, Arizona 85003
Tel: (602) 254-6300
Fax: (602) 254-6490

A notice shall be deemed received on the date delivered, if delivered by hand, on the **day** it is sent by facsimile transmission, on the **second working day** after its deposit with any commercial air courier or express services or, if mailed, **three working days** (exclusive of United State Post Office holidays) after the notice is deposited in the

United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. Email is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

8. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.
9. **Advertising.** No advertising or publicity concerning MAG using any contractor's or subcontractor's services shall be undertaken without prior written approval of such advertising or publicity by MAG's Executive Director.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, and each originally executed counterpart of this Agreement shall be deemed to possess the full force and effect of the original.
11. **Captions.** The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.
12. **Severability.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.
13. **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
14. **E-Verify.**
 - a. **Warrant of Compliance.** Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the other that it is in compliance with all federal immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A).
 - b. **Breach of Warranty.** A breach of this warranty by a Party or any of its subcontractors will be considered a material breach of this Agreement and may

subject the breaching party to penalties up to and including termination of this Agreement or any subcontract.

- c. **Right to Inspect.** Each Party retains the legal right to inspect the papers of any employee who works on this Agreement or any subcontractor to ensure compliance with the warranty given above.
- d. **Random Verification.** Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.
- e. **Federal Employment Verification Provisions – No Material Breach.** A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).
- f. **Inclusion of Article in Other Contracts.** The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers. (The order for obtaining the signatures is as follows: the MAG General Counsel, the appropriate representative of the City of Surprise, and the MAG Executive Director).

MAG:

Maricopa Association of Governments, an
Arizona non-profit Corporation

Date

By: _____
Ed Zuercher
Executive Director

City of Surprise:

City of Surprise, an Arizona Municipal
Corporation

Date

By: _____
Its: Mayor [Name]Skip Hall

ATTEST:

Kristi Passarelli[Name], City of Surprise Clerk

Approved as to form:

Approved as to form:

By: _____
MAG General Counsel

By: _____
[ATTORNEY NAME]Hobie Winguard
Attorney for the City of Surprise

RESOLUTION # 2024-129

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE MARICOPA ASSOCIATION OF GOVERNMENTS IN THE AMOUNT OF \$100,000, AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$100,000 TO PROJECT G65010 AND AMENDING THE FISCAL YEAR 2025 CONTRACT AWARDING AUTHORITY LIST BY ADDING 25338 MAG ELECTRIC VEHICLE CHARGING INFRASTRUCTURE PROGRAM FOR \$100,000.

WHEREAS, the Maricopa Association of Governments (MAG) offers grants to organizations for the purpose of developing siting plans for the deployment of electric vehicle charging infrastructure in the community;

WHEREAS, MAG awarded One Hundred Thousand Dollars (\$100,000) to the City of Surprise to retain a consultant to complete a siting plan for electric vehicle infrastructure throughout Surprise;

WHEREAS, pursuant to the terms of the MAG grant and the related terms and conditions for acceptance contemplated hereunder, the City is not responsible for a cost match to this grant; however, the City is responsible for any excess funds required beyond the awarded amount;

WHEREAS, the City's FY2025 budget and the FY2025 Contract Awarding Authority List (CAAL) were adopted by City Council Resolution #2024-94;

WHEREAS, the actions contemplated herein will necessitate a budget amendment to the foregoing;

WHEREAS, the current City of Surprise Administrative Policies require the Mayor and Council's approval for budget amendments of this nature; and

WHEREAS, the City's Procurement Code, Surprise Municipal Code § 2-338(d) requires Council approval when the cost to the City is in excess of \$50,000.

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

Section 1. The statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona, for the fiscal year July 1, 2024, through June 30, 2025.

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

Section 3. The City is hereby authorized to accept the grant in the amount of \$100,000 from the Maricopa Association of Governments (MAG). The agreement between MAG and the City of Surprise, attached as *Exhibit C* and incorporated by reference, is approved.

Section 4. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

Exhibit A

1. Appropriation - The allocation listed below represents a movement of budget authority in the amount of \$100,000 from the Contingency Fund to establish a budget for Project G65010 to cover the projected expenditures associated with bringing on a consultant to complete the siting plan for electric vehicle infrastructure across the city. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Contingency	General Operations	Contingency	E	78,412,100	(100,000)	78,312,100
Grants	Transportation	#G65010 MAG EVCIP	E	-	100,000	100,000
Contingency	General Operations	Other	R	78,093,200	(100,000)	77,993,200
Grants	Transportation	#G65010 MAG EVCIP	R	-	100,000	100,000
Expense Total				78,412,100	-	78,412,100
Revenue Total				78,093,200	-	78,093,200

Exhibit B

1. Contract Awarding Authority List – Add \$100,000 to the Fiscal Year 2025 Contract Awarding Authority List for the purpose of bringing on a consultant to complete the siting plan for electric vehicle infrastructure across the city. This amount was based on the acceptance of the Maricopa Association of Governments Electric Vehicle Charging Infrastructure Program Grant in the amount of \$100,000.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
25338	#G65010 MAG EVCIP	\$0	\$100,000	\$100,000

EXHIBIT C

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE PROGRAM AGREEMENT

Agreement No. 24-EVCIPSP-SUR
MAG TIP Project # SUR24-280



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024
Submitting Department: Legal
Staff Recommendations:

Contact Person: Robert Wingo, CITY ATTORNEY
District: Internal

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

Consideration and action pertaining to adoption of certain amendments to the City of Surprise Policies and Procedures Manual.

Motion:

I move to adopt the amendments to the City of Surprise Policies and Procedures Manual.

Background:

The City of Surprise Policies and Procedures Manual provides that City Council will be reviewed by the City Council to consider recommendations [by the Rules Committee] in August of even-numbered years, or as soon thereafter as practical. At the August 6, 2024, Work Session, City Council reviewed the Manual and the recommendations of the Rules Committee and provided additional direction to the City Attorney.

The Manual as presented now for adoption includes the Rules Committee recommended amendments, with one exception based on direction from City Council at the August 6, 2024, Work Session. Pertaining to working groups, the Manual now will indicate that while, "working groups, as defined by Surprise Municipal Code 2-40(i), are not subject to Open Meeting Laws", they "will be made open to the public when feasible."

Objective Analysis:

The proposed amendments to the Manual will accomplish the following:

- 1) Rule 3. Professional Conduct- clarify that the exceptions of this Rule apply to all forums;
- 2) Subcommittees & Working Groups will now be established by written document which will provide at a minimum various characteristics of the committee or group. The document will be filed with the City Clerk;
- 3) The City Council's internal complaint process has been substantially revised to clarify the scope, authority, and process for a council member to bring a complaint against another council member; and
- 4) various minor clean-up of scrivener's errors and inconsistencies.

Policy Compliant:

This item complies with the self-imposed mandate of review and revisions every even numbered year.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

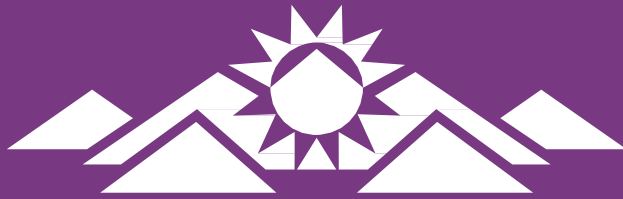
There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 24.08.12 Council Policies Procedures Amended (working version) (005)
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SURPRISE
ARIZONA

CITY OF SURPRISE
POLICIES & PROCEDURES
MANUAL



PROLOGUE

We will never bring disgrace on this our City by an act of dishonesty or cowardice.

We will fight for the ideals and sacred things of the City, both alone and with many.

We will revere and obey the City's laws, and will do our best to incite a like reverence and respect in those above us who are prone to annul them or set them at naught.

We will strive increasingly to quicken the public's sense of civic duty.

Thus, in all these ways, we will transit this City, not only, not less, but greater and more beautiful it was transmitted to us.

-The Athenian Oath

INTRODUCTION

Residents of the City of Surprise are entitled to have fair, ethical and accountable local government that has earned the public's full confidence and trust. Excellence in local governance requires that public officials comply with the letter and spirit of the laws and policies affecting the operations of government. It requires that every official be independent and impartial in matters brought before them. Effective local government requires that each public office be used for the good of the public and not for personal gain. Transparent local government demands that deliberations and discussions be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

Notwithstanding the standards, requirements, and prohibitions set forth within this Policy, the United States and Arizona Constitutions, as the supreme laws of the land, guarantee to all, not excluding elected officials, certain protections, rights, and privileges. Therefore, nothing in this Policy shall be interpreted or applied in a manner which infringes or impairs any elected official's protections, privileges, or rights guaranteed by the respective Constitutions or any federal or state laws adopted under the authority of same.

RULES OF CONDUCT AND Demeanor

Elected and appointed officials are often called upon to make decisions that affect various groups and individuals. Balancing diverse constituent interests can be a difficult task. While someone may be disappointed in a decision, officials must adhere to ethical standards that eliminate disappointment borne of dishonesty, conflicts of interest, unfairness, or illegality. **Preservation of public trust is critical for the preservation of democracy.**

It is the policy of the City of Surprise to uphold, promote, and demand the highest standards of ethics from all of its officials, whether elected or appointed. Accordingly, all members of the City Council will maintain the following standards:

Rule 1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the City of Surprise and not for any private or personal interest, and will assure fair and equal treatment of all persons, claims and transactions coming before the Surprise City Council.

Rule 2. Comply with the Law

Members will comply with the laws of the nation, the State of Arizona, and the City of Surprise in the performance of their public duties. These laws include, but are not limited to: the Federal and State constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, anti-discrimination, confidentiality/non-disclosure laws, and open meeting; City ordinances; and City and City Council policies.

Rule 3. Professional Conduct

The professional and personal conduct of members must be above reproach and devoid of even the appearance of impropriety. In all forums, members must refrain from abusive conduct, harassment, personal charges or verbal attacks upon the character or motives of other members of Council, boards, commissions, and committees, City staff or members of the public. Likewise, Honesty and integrity shall be the primary values exercised in resolving all issues.

Rule 4. Conduct of Public Meetings

Members have an obligation to attend meetings, be prepared, and act in accordance with the processes and rules of order established by City Council. Members are expected to review the materials, participate in discussions and make an informed decision on the merits of the issue. Members must act courteously, refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

Rule 5. Transparent Governance

Members must publicly disclose substantive information that is relevant to a matter under consideration by the Council which the member may have received from sources outside the public decision-making process.

Members are increasingly using social media to share information with the public and as a forum to facilitate the public's ability to communicate with them about matters relating to City governance. However, numerous laws and legal obligations are implicated, and legal issues arise, when members utilize social media accounts to carry out their official duties or engage in city business. These legal issues become even more pronounced when members conduct official city business on personal or private social media accounts.

Therefore, in order to ensure social media accounts are administered uniformly, to the highest standards, and in compliance with all laws and legal obligations, the City will create and maintain official social media accounts for use by members in connection with their official duties. Once an official account is created on any given platform, members will not use a personal or private social media account on that platform for official purposes, conducting city business, or performing their duties as a council member. For example, members will not use personal or private social media accounts to make announcements about official responsibilities, actions, or events, discuss city business, solicit comments or input from the public on city matters, or distribute official city notices or information. Nevertheless, recognizing that complete isolation of a private account from city business is an unrealistic standard, using a private account to link, reference, or otherwise direct the public to the member's official account or city webpages, notices, or accounts does not violate this policy. Members' personal or private social media account designs will not utilize official city logos, graphics, pictures, or material that would reasonably mislead the public to believe it is an official city account.

Rule 6. Advocacy

Members of the City Council are frequently contacted by the media for background and quotes. The Mayor is the designated representative of the Council to present and speak on the official City position. Members must represent the official policies or positions of the City Council to the best of their ability if designated as delegates for this purpose. When presenting their individual opinions and positions, members must not allow or perpetuate the inference or misperception of official City representation to exist. Until and unless the Mayor and Council take an **official** position on an issue as a collective public body in a public meeting, any statements or written correspondence should reflect clearly that the position taken is that of the individual in his/her personal capacity.

Rule 7. Policy Role of Members

The Role of each Member, as an individual, is to represent the community and to share their ideas, recommendations, and point of view during consideration of matters before the body. Members must respect and adhere to the Council-manager structure of the Surprise City government as outlined in City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions, committees and City staff. Members therefore may not interfere with the administrative functions of the City or the professional duties of City staff; nor impair the ability of staff to implement Council policy decisions. Members should also refrain from individually directing, without a majority consensus of the Council, the City Manager, City Clerk, City Auditor, or City Attorney in the performance of his/her job responsibilities.

Rule 8. Positive Work Place Environment

Members must support and maintain a positive and constructive work place environment for City employees, residents, and businesses dealing with the City. Members must recognize the special role of the Council in dealings with City employees and refrain from directing or giving orders, outside of a public meeting, to any City employee under the supervision of an appointed official. .

Rule 9. Conflict of Interest

Members must be constantly on guard against conflicts of interest, whether real or perceived. Officials must not be involved in discussing or deciding any issue over which the Council may have jurisdiction and which may impact a financial or property interest of either the member or a member's relatives (relatives means the spouse, children, parent, grandparent, grandchildren, siblings of whole or half blood and their spouses and in-laws).

If a member believes that a conflict of interest, as defined by Arizona Revised Statutes Title 38, Chapter 3, Article 8 exists, then the member must disclose the fact as soon as possible on the record. From that point on, the member may not participate in any manner (by discussing, questioning or voting) in that matter. Declaring a conflict and not participating should be recognized as a necessary part of preserving public trust and should not be avoided simply because of delays or inconvenience. At the same time, members have a duty to participate, and vote. Therefore, members must not abstain from participation or voting unless the matter involves the consideration of their own official conduct or a conflict of interest as defined by law exists.

Rule 10. Accepting Gifts, Favors or Benefits

Pursuant to Arizona law:

A public officer or employee shall not use or attempt to use the officer's or employee's official position to secure any valuable thing or valuable benefit for the officer or employee that would not ordinarily accrue to the officer or employee in the performance of the officer's or employee's official duties if the thing or benefit is of such character as to manifest a substantial and improper influence on the officer or employee with respect to the officer's or employee's duties.

Arizona Revised Statute § 38-504(C)

Therefore, members shall not solicit, directly or indirectly, a gift regardless of value.

An unsolicited gift with a known value or reasonably estimated fair market value of \$50.00 or less is permissible if the gift is not otherwise prohibited by law. An unsolicited gift with a known value or reasonably estimated fair market value greater than \$50.00 is permissible if the gift is not otherwise prohibited by law and if the gift is disclosed by the member as provided in this Section.

For purposes of this section, "gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. Gift does not include:

- 1) Salary, compensation, or benefit lawfully received from the City of Surprise
- 2) A gift, devise or inheritance from a relative when motivated by familial relationship
- 3) A gift from a personal friend either motivated by friendship, of a nature that was customarily received before the member became an elected or appointed official, or customarily given due to a personal life event, such as a wedding or birthday.
- 4) A campaign contribution that is permitted and reported as required by law.
- 5) A benefit received, while acting as a representative of the City of Surprise, from another government entity due to participation in that entity's operations, programs, or events.
- 6) An item or benefit that is given to all attendees at an event.
- 7) Admission, food, or beverages furnished in connection with attendance or participation in an official capacity at an event, activity, or function sponsored by the City of Surprise, a non-profit organization, a professional association, a business association, a charitable, cultural/arts, or community organization.
- 8) Items of trivial value, tokens, or award of appreciations for service, informational materials, publications, promotional items, or subscriptions pertinent to the performance of official duties.
- 9) Reasonable expenses for attendance at a convention, fact-finding mission or trip, or similar event if the member is scheduled to speak, present, or otherwise participate in a matter related to City business as a representative of the City of Surprise.
- 10) An item that is reimbursed or not used and that is either paid for or returned within fifteen business days of receipt to the donor or that is delivered within fifteen business days of receipt to a charitable organization and that is not claimed as a charitable contribution for tax purposes.

Written disclosure of any gift required to be reported pursuant to this Section must be made to the City Clerk within 15 business days after receipt and must include a description of the gift, the known or reasonably estimated fair market value, the date of receipt, and the source. The disclosure of gifts will be posted on the City's web page along with the member's financial disclosure statements.

In the event of uncertainty, contact the City Attorney.

PARLIAMENTARY PROCEDURE

Surprise Municipal Code §2-80 provides that “the latest standard edition of Robert’s Rules of Order will serve as a guide for parliamentary procedure...”. In furtherance of such guidance, the parliamentary rules outlined below will be followed in all City Council Meetings, keeping the following principles:

1. The Council must act as a body.
2. The Council should proceed in the most efficient manner possible.
3. The Council must act by at least a majority as defined by the Surprise Municipal Code.
4. Every member must have an equal opportunity to participate in decision making.
5. The Council’s rules of procedure must be followed consistently.
6. The Council’s actions should be the result of a decision on the merits and not a manipulation of the procedural rules.

Rule 1. Powers of the Chair

The Chair (usually the Mayor) has the following powers:

- a) To rule motions in or out of order, including any motion patently offered for obstructive or dilatory purposes;
- b) To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
- c) To entertain and answer questions of parliamentary law or procedure;
- d) To call a brief recess at any time;
- e) To adjourn in an emergency.

Comment: A decision by the Chair under (a), (b) or (c) may be appealed to the Council upon motion of any member, pursuant to Rule 8(b). Such a motion is in order immediately after a decision under (a),(b) or (c) is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion if timely made may not be ruled out of order.

Rule 2. Consent Agenda

The Council may designate a part of the agenda as the “consent agenda.” Items are placed on the

consent agenda if they are judged to be noncontroversial and routine. Any member may remove an item from the consent agenda and place it on the regular agenda when the consent agenda comes forward for action and can be revised prior to its adoption. All items on the consent agenda must be voted on and adopted by a single motion, with the minutes reflecting the motion and vote on each item.

Comment: *Many Councils use a consent agenda as a device to handle routine business more quickly. As a general rule, ordinances, controversial items, matters in which citizens may be interested, and matters of great substance will not be included on the consent agenda.*

The Council reviews the "consent agenda" at the beginning of each meeting. Each member is free to remove items from the consent agenda to the regular agenda. A member may wish to do so if, for example, he or she would like to debate the proposal or vote against the item.

Rule 3. When the Chair Is in Active Debate

If the Chair becomes actively engaged in extended debate on a particular proposal, the Chair may designate another member to preside over the debate. The Chair will resume presiding as soon as action on the matter is concluded.

Comment: *Good leadership depends, to a certain extent, on not taking sides during a debate. On a small board this may not always be feasible or desirable; yet, an unfair advantage accrues to the side whose advocate controls access to the floor. This rule is designed to ensure even-handed treatment to both sides during a heated debate. Ordinarily, if the Chair is leading the meeting, he or she should ask the Vice Chair to preside in this situation. But, if that person also engaged in the debate, the Chair should feel free to call on some other member in order to achieve the purpose of this rule.*

Rule 4. One Motion at a Time

A member may make only one substantive motion at a time.

Comment: *None.*

Rule 5. Substantive Motions

A substantive motion is a motion to take action on the principal item and is out of order while another substantive motion is pending. In other words, a substantive motion is any motion other than the procedural motions listed in Rule 8. A substantive motion may deal with any subject within the Council's legal powers, duties, and responsibilities.

Comment: *This rule sets forth the basic principle of parliamentary procedure that distinct issues will be considered and dealt with one at a time, and a new proposal may not be put forth until action on the preceding one has been concluded. The term substantive motion is used here to underscore the distinction between this type of motion and the various procedural motions listed in Rule 8.*

Rule 6. Debate

The Chair will open the floor to debate. The Chair will preside over

the debate according to the following general principles:

- (a) Once a motion is made, the maker of the motion is entitled to speak first;
- (b) A member who has not spoken on the issue will be recognized before someone who has already spoken;
- (c) To the extent possible, the debate will alternate between proponents and opponents of the measure.

Comment: None.

Rule 7. Ratification of Actions

To the extent permitted by law, the Council may ratify actions taken on its behalf but without its prior approval. A motion to ratify is a substantive motion.

Comment: Ratification of actions taken on the Council's behalf but without its prior approval is permitted under these rules, to the extent that such after-the-fact approval of actions is legally allowed. The principle behind the motion to ratify is that an assembly may subsequently approve what it could have authorized. This rule treats the motion to ratify as a substantive proposal rather than as a procedural motion, since a ratification is in effect an after-the-fact substantive action by the Council concerning something that was done without Council approval when advance authorization should have been obtained. For example, if the City enters a contract that would normally have been approved by Council prior to the City entering the contract, but the circumstances were such that prior Council approval was not possible, Council can approve the contract after the fact under this rule.

Rule 8. Withdrawal of Motion

A motion may be withdrawn by the maker at any time before it is amended or before the Chair puts the motion to a vote, whichever occurs first.

Comment: This rule prohibits withdrawing motions after they have been amended. Once a motion has been amended, it is no longer the same motion as was made by the maker, so it is no longer his or hers to withdraw.

Rule 9. Procedural Motions

(a) Motions Allowed. In addition to substantive proposals, only the following procedural motions, and no others, are permitted. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted.

Comment: The following enumeration of procedural motions is exhaustive; if a procedural option is not on the list, then it is not available. Procedural motions are frequently used to "act upon" a substantive motion by amending it, delaying consideration of it, and so forth. Several procedural motions can be entertained in succession without necessarily disposing of the previous procedural motion. The order of priority establishes which procedural motion yields to which—that is, which procedural motion may be made and considered while another one is pending.

(b) Order of Priority of Motions. In order of priority (if applicable), the procedural motions are:

Motion 1. To Appeal a Procedural Ruling of the Chair. A decision of the Chair ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed to the Council. This appeal is in order immediately after such a decision is announced and at no other time. The member making the motion need not be recognized by the Chair and the motion, if timely made, may not be ruled out of order.

Comment: *This motion allows the ruling of the Chair on certain procedural matters to be appealed to the whole Council. This appeal must be made as soon as the Chair's decision is announced, so this motion is accorded the highest priority.*

Motion 2. To Adjourn. This motion may be made only at the conclusion of Council consideration of a pending substantive matter; it may not interrupt deliberation of a pending matter. A motion to or adjourn ends the current meeting to a time and place certain and establishes a specified time and place for the meeting to reconvene.

Comment: *Since the number of members is small and procedures are available to limit debate, Motion 2 allows both debate and amendment, but specifies the motion is in order only when consideration of a pending matter has concluded. If the Council wants to adjourn before completing final action on a matter, it must, prior to adjourning, first temporarily conclude its consideration of that matter. This is done with one of three motions: to defer consideration of the matter, to postpone the matter to a certain time or day, or to refer the matter to a committee. Only as a last resort should the Council use a motion to suspend the rules, in order to allow the motion to adjourn to interrupt deliberation on the matter.*

Motion 3. To Take a Brief Recess. This motion is made when a member wishes to take a short break during the meeting, but does not end the meeting.

Comment: *This motion allows the Council to pause briefly in its proceedings and should not be confused with the motion to adjourn to a time and place certain, which is a form of the motion to adjourn under these rules. Motion 3 is a "motion to take a brief recess" rather than a "motion to recess" or "motion to adjourn." Since the number of Council members is small, and procedures are available to limit debate, debate is allowed on this motion. A motion to take a brief recess is in order at any time except when a motion to appeal a procedural ruling of the Chair or a motion to adjourn is pending.*

Motion 4. Call to Follow the Agenda. This motion would require the agenda be taken in order, prohibiting the Chair from taking items out of order. The motion must be made at the first reasonable opportunity, or the right to make it is waived for the out-of-order item in question.

Comment: *This motion may be debated. Unless the motion is made when the item of business that deviates from the agenda is proposed, the right to insist on following the agenda is waived for that item.*

Motion 5. To Suspend the Rules. The Council may not suspend provisions of the rules that state requirements imposed by law on the Council. For adoption, the motion requires a vote equal to two-thirds of the actual membership of the Council, excluding vacant seats.

Comment: *This motion is in order when the Council wishes to do something that it may legally do but cannot accomplish without violating its own rules. The motion permits the Council to exercise greater flexibility and perhaps informality than adhering strictly to what the rules might allow. A motion to suspend the rules requires approval by two-thirds of the actual membership of the Council to pass. Note that the Chair and members who are absent from the meeting are counted for purposes of determining two-thirds of the Council, but vacant seats are excluded in making the two-thirds determination.*

Motion 6. To Go into Executive Session. The Council may go into Executive session only for one or more of the permissible purposes listed in A.R.S. §38-431.03. The motion to go into Executive Session must cite the purpose of the Executive Session and must be adopted at an open meeting.

Comment: *The requirements for this motion are found in A.R.S. §38-431.03(A), which permits Executive Session only for 7 topics. Those are:*

- 1. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting.*
- 2. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law.*
- 3. Discussion or consultation for legal advice with the attorney or attorneys of the public body.*
- 4. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body'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.*
- 5. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body.*

6. 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.

7. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

Motion 7. To Divide a Complex Motion and Consider It by Paragraph. The motion is in order whenever a member wishes to consider and vote on subparts of a complex motion separately.

Comment: *This motion is debatable.*

Motion 8. Motion for the Previous Question. The motion is not in order until every member has had an opportunity to speak once and there has been either at least 15 minutes of debate or debate has become repetitive.

Comment: *With small boards, a minimum period of debate on every proposal that comes before it strikes a superior balance between efficiency and effective representation by all Council members. Since every member will have an opportunity to speak, the debate may be ended by a majority vote. Fifteen minutes is merely a suggested minimum period of time. This rule avoids the practice followed by some boards of allowing any member to end debate by simply saying "call the question," without the Council actually taking a vote on that procedural issue. Such a practice is contrary to regular parliamentary procedures. In addition, such a practice allows individual members to impose their will unilaterally on the group, in defiance of the principle of majority rule on which these rules are based.*

Motion 9. To Postpone to a Certain Time or Day. If consideration of a motion has been postponed, a new motion with the same effect cannot be introduced while the postponed motion remains pending. A member who wishes to revisit the matter must either wait until the specified time, or move to suspend the rules.

Comment: *This motion allows the Council to postpone consideration to a specified time or day and is appropriate when more information is needed or the deliberations are likely to be lengthy. Note the restriction on making a new motion with the same effect while a postponed motion remains pending.*

Motion 10. To Refer a Matter to a Sub-Committee. The Council may vote to refer an item on the agenda to a sub-committee for study and recommendations. Sixty days or more after a substantive motion has been referred to a sub-committee, a member may compel consideration of the item by the entire Council, whether or not the committee has reported the matter to the Council by requesting the matter be placed back on the Council agenda.

Comment: *The right of the maker to compel consideration by the full Council after a specified period of time prevents using the motion as a mechanism to defeat a proposal by referring it to a subcommittee that is willing to "sit" on it.*

Motion 11. To Amend.

(a) An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion or an amendment will be treated as a motion to amend.

(b) A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last-offered amendment is disposed of by a vote.

Comment: *The restriction on amendments stated in subpart (a), second sentence, of the provisions concerning this motion should be read narrowly; it is intended only to prevent an amendment that merely negates the provisions of the original motion. The intent of such an amendment can be achieved in a simpler and more straightforward manner by the defeat of the original proposal. Pertinent amendments that make major substantive changes in the original motion are quite proper.*

Some Councils allow a "substitute motion" when major changes in a motion are proposed. Such a motion is, in effect, a type of amendment. To avoid confusion, "substitute motions" are not allowed under these rules. All proposals for changes in a motion or in an amendment are treated as motions to amend, no matter how major their potential effect.

Subpart (b) of the rules governing this motion limits the number of proposed amendments that may be pending at one time to two, in order to reduce confusion. Amendments are voted on in reverse order; that is, the last-offered amendment, which would amend the first amendment, is voted on first. Once the last-offered of the two pending amendments is disposed of, an additional amendment may be offered.

Some Councils may have a practice of requiring the person making the original motion to approve of any proposed amendments to that motion. Such a practice is not recommended. Once a motion has been offered to the Council, it is up to the Council to decide whether or not it should be changed by amendment. If the person making the motion does not favor a proposed amendment, he or she is free to vote against it. And so long as the original motion has not been voted on and no amendment to it has passed, the original maker of the motion is free under these rules to withdraw it (see Rule 8). If a motion has been withdrawn, the Council members are generally free to make their own separate motions on the same subject.

Motion 12. To Reconsider. The Council may vote to reconsider its action on a matter. The motion to do so must be made by a member who voted with the prevailing side (the majority side except in the case of a tie; in that case the "nos" prevail) and no later than at the next regularly scheduled Council meeting. The motion cannot interrupt deliberation on a pending matter, but is in order at any time before final adjournment of the next regularly scheduled Council meeting.

Comment: *To avoid placing a measure in limbo, these rules restrict the availability of the motion to no later than the regularly scheduled meeting following the original vote. Any Motion for Reconsideration occurring at the following regularly scheduled meeting must*

be placed on the agenda in compliance with Arizona's Open Meeting Laws. Surprise Municipal Code allows an item to be placed on an agenda by the Mayor no less than 24 hours before a meeting; a motion and second of any council member made during a future agenda item at a public meeting; or upon written request signed by two council members and submitted to the city clerk no less than five business days prior to the meeting date. In the case of a Motion to Reconsider item, each of the options above would need to be acted on by members who voted on the prevailing side.

USE OF CITY RESOURCES

Discretionary Funds:

Each member will be allotted discretionary funds, not to exceed an amount determined by Council during the annual budget process, to be utilized for a public purpose and betterment or benefit of the community or the Councilmember's district. Use of discretionary funds must be consistent with all applicable laws.

Use of discretionary funds requires the member wishing to utilize such funds to provide a Disbursement Request to the Finance Department. The City Attorney's Office will be consulted prior to expenditure to ensure compliance with all applicable laws. Funds will be released consistent with this policy.

Expenses, Reimbursements and Stipends

Council members are eligible to receive a City-issued cell phone or receive a monthly stipend for the business use of a personal cell phone.

Travel expenses, including mileage, reimbursements and stipends will be provided to members on the same basis as general City employees and will be approved and processed consistent with City policy.

Uses Barred

Consistent with State Law, no City resources, including communications media (computers, newsletters, etc.) may be used for advocacy or promotion of any issue subject to voter approval or candidate for elected office.

Council Offices

Council Offices are located in the northeast section of the 4th Floor of City Hall. The Office of the Mayor will be occupied by the one elected to that office, or appointed after a vacancy consistent with City Code. All other offices will be occupied on a first-come first-serve basis. Any member can request to move into any vacant office. If more than one member wishes to occupy a vacant office, selection of Council member offices will be based on seniority (that is the greatest number of uninterrupted days as a Surprise elected official), and then by lottery.

PREPARATION OF THE COUNCIL AGENDA

Supporting Information and Attachments

Each item on the Agenda should have supporting information and documentation for the item being considered. Necessary information includes the following, if applicable:

- Background Information: Relevant historical information, such as prior actions on the same or similar item, origin of the request, regional impact, or similar information.
- Financial Impact: actual and operational costs, revenue and other financial considerations, and whether such are one-time or ongoing.
- Budget Impact: Funding sources in the current budget (including e.g. contingency, unforeseen grants, etc.), and funding sources for future years, if applicable.
- Policy Compliant: Statement whether the action is consistent with City and Council Policy. If not, an explanation of why the item should deviate from policy. (Policy for this purpose includes normal City practice whether or not included in a written policy).
- FTE Impact: Necessary change in the number of FTE, whether the action would require a new FTE or the transfer of an FTE from another program.
- Objective Analysis: Analysis containing potential positive and negative impacts and impacts of if the item is not approved.
- Actual final documents (Resolution, Ordinance, Contracts, etc.)

Use of Consent Agenda

Consistent with the Council Rules of Conduct and Demeanor, and Parliamentary Rule #2, the Consent Agenda, unless otherwise required by law, should include all items previously discussed by Council for which no changes were requested by any member of Council; routine items (i.e. minor budget amendments, simple Intergovernmental Agreements, contract extensions, grant acceptances, and simple contract amendments); and items placed on the Consent Agenda at the Agenda Review.

Draft Agenda, Agenda Review

The Mayor (or designee) and/or the Vice Mayor (or designee), along with relevant staff selected by the City Manager, will review the Draft Agenda no fewer than 6 calendar days prior to the Council meeting. A Draft Agenda and the required “Supporting Information and Attachments” must be provided to the Mayor and Vice Mayor (or designees) no later than 24 hours prior to the Agenda Review meeting. Items may be removed that do not have sufficient information as identified in “Supporting Information and Attachments”. Removed items will be placed on the agenda as soon as the “Supporting Information and Attachments” are available. The requirements of this section do not apply to emergency meetings or items placed on the agenda pursuant to Municipal Code Section 2-61(c)(1) (pertaining to items added 24 hours prior to the meeting) for which there is insufficient time to comply with this section.

SUBCOMMITTEES & WORKING GROUPS

Subcommittees and Working Groups formed in accordance with Surprise Municipal Code §2-40(i), the Mayor will have sole discretion to create or abolish Subcommittees and Working Groups. When creating a Subcommittee or Working Group, the Mayor will establish the body in writing which will at a minimum establish:

- 1) The specific task(s) and/or project(s) of the subcommittee or working group , along with any additional purpose or duties the Mayor may deem appropriate;
- 2) The initial membership of the body, including designating a chairperson, and their voting rights;
- 3) Any relevant timelines or deadlines for completion of certain tasks and/or projects;
- 4) Whether the subcommittee or working group is a standing or temporary body
- 5) Bylaws, if any, that the Mayor deems necessary to ensure the subcommittee or working group functions as intended.

The original formation document will be provided to the City Clerk's Office, who will file the document and make it available to the public. The City Manager's Office will be provided with a copy of the document. Upon receipt, the City Manager, after consultation with the Mayor, will assign appropriate city staff to act as liaison(s) and administer the subcommittee or working group as necessary. An initial meeting will convene at the direction of the subcommittee or working group chair. The Mayor may, from time to time as necessary for a subcommittee quorum, allow a proxy to appear for an absent member.

~~will convene meetings at the direction of the subcommittee chair. Requests for meetings may be made to the subcommittee chair through the staff liaison.~~

An Agenda for each subcommittee meeting will be posted by the City Clerk no less than 24 hours prior to the meeting, in conformance with the Open Meeting Law, A.R.S. §38-431.01. Subcommittee meetings will convene in a meeting room at City Hall generally accessible to the public, except that executive sessions may be held in any location at City Hall. Working groups, as defined by Surprise Municipal Code §2-40(i), are not subject to Open Meeting Laws, but will be made open to the public when feasible. In accordance with 2-40(i), working groups must refrain from making recommendations to City Council.

Unless otherwise indicated by the Mayor in the formation document, a subcommittee will automatically disband upon making its recommendation to City Council. Similarly, a working group will automatically disband upon reporting its finding(s) to City Council. The Mayor may extend the term of any subcommittee or working group in writing if additional recommendations, findings, or tasks are deemed necessary. The Mayor will, in consultation with the City Manager, annually review the necessity of any standing subcommittees.

IMPLEMENTATION AND ENFORCEMENT

As an expression of the standards of conduct for members expected by the City, this Policy & Procedure Manual is intended to be self-enforcing. Members themselves have the primary responsibility to assure that standards are understood and met, and that the public can continue to have full confidence in the integrity of government. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, standards will be included in the regular orientations for candidates for City Council, and newly elected members. Members entering office must sign a statement affirming they have read and understood the provisions of this City Council Policy & Procedure Manual. In addition, this manual and the Boards and Commissions Handbook will be reviewed by the City Council to consider recommendations and update it as necessary in August of even-numbered years, or as soon thereafter as practical.

Notwithstanding the intended self-enforcing nature of these policies and procedures, the City Council, by a vote of a majority of its members, may impose sanctions on members whose conduct does not comply with the City's standards, such as reprimand, formal censure, removal from meeting (if the member's conduct is disruptive or impedes the orderly conduct of business at the meeting), or removal from any position or assignment to which the member has been appointed by the Mayor or City Council.

REPORTING VIOLATIONS

Members have a duty to create the image and reality of a responsive, accessible, and fair City government. Accordingly, members have a duty to report if another member has violated law or policy. Moreover, members must never attempt to use their authority or influence for the purpose of intimidating, threatening, coercing, commanding or influencing any person with the intent of interfering with that person's duty to disclose such improper activity. As a Corresponding duty, members shall refrain from making a false, misleading, or unsubstantiated report. If after review it is determined that a complaint is groundless and was made in bad faith or for the purpose of harassment, or intentionally false or otherwise malicious in nature, the complainant may be subject to sanctions under this Policy.

COMPLAINT

The following procedure is designed to address violations of this City of Surprise Policies and Procedures Manual only. With the limited exception of certain alleged violations of Title 16- *Elections and Electors* of the Arizona Revised Statutes¹, complaints alleging violation(s) of Arizona state civil or criminal statutes should be directed to the appropriate investigatory entity with jurisdiction and enforcement authority over said violation(s).

The following procedure shall be utilized for resolution of an alleged violation of this Policies and Procedures Manual.

- 1) A complaint must be initiated either (1) within 180 days after the violation is alleged to have occurred; or within 30 days after the alleged violation was discovered, whichever date is earlier.
- 2) A complaint under this process can only originate from another Councilmember. As a preliminary first step in initiating a formal complaint, the complaining Councilmember must first address the concern and allegation with the accused Councilmember. The purpose of this first step is to assure that an attempt is made to discuss the issue and resolve the matter early and efficiently without proceeding further. This step requires no formal action and no involvement of the other Councilmembers.
- 3) Either party may request to seek a third party to assist in facilitating the discussion toward a mutually satisfactory conclusion. This discussion with a third party mediator may only occur if both parties agree. If any expenses are incurred for this process, that cost will be shared equally from the district discretionary funds of each Councilmember engaged in the process.
- 4) If the matter cannot be settled and resolved through steps (2) and (3) above, then either Councilmember may choose to refer the matter to the entire City Council for review and consideration.
- 5) To present the matter to the City Council, the complaining Councilmember must first advise the accused Councilmember that the issue will be taken to the entire City Council and provide a complaint in writing identifying the specific provisions that have allegedly been violated along with a recitation of facts that support the violations and whether the facts as stated are based on personal knowledge or on information and belief. Facts not based on personal knowledge should identify the source of information. Any documentation supporting the violation should also be included if available.
- 6) Thereafter, the complaining Councilmember will request the City Attorney to schedule the matter for the earliest upcoming regular council meeting agenda, with an executive session as appropriate. All laws pertaining to executive sessions will apply, including the option of the accused Councilmember to exercise the right to request that any discussions occur in an open meeting. The City attorney shall prepare and provide notice to the accused Councilmember as required by law.
- 7) City Council will discuss the issue in executive session (unless the accused has exercised the right to request an open meeting) in order to:
 - a. Become fully informed;

¹ For alleged violations of campaign finance laws under Title 16, Chapter 6, of the Arizona Revised Statutes, complaints should be filed with the City Clerk in accordance with state law. Complaints alleging violations of any other election provisions of Title 16 of the Arizona Revised Statutes should be filed with the City Attorney in accordance with state law.

- b. Determine if reasonable grounds exist to believe that a violation of the City's policies and procedures has occurred or if additional investigation is necessary;
 - c. Resolve the matter without further action, or, if necessary, schedule the matter for a subsequent public discussion for final determination of whether a violation occurred, and, if necessary, determine the appropriate sanction;
 - d. An affirmative vote of 4 councilmembers in the public meeting will be required to schedule the matter for the subsequent public discussion described in subsection (c) above.
- 8) If the City Council schedules the matter for a public discussion under section 7 above, each Councilmember, including the accused Councilmember, shall be provided with a reasonable opportunity to address the issue and be heard at the public meeting. Following the public process, the City Council may take any of the following actions:
- a. Determine that either 1) no violation has occurred; or, 2) there is insufficient evidence to prove or disprove the alleged violation(s) by a preponderance of the evidence, and declare the matter closed.
 - b. Determine that a violation has occurred, but impose no sanction and declare the matter closed.
 - c. Determine that a violation has occurred, and impose a sanction. An affirmative vote of 4 councilmembers will be required to sustain a violation and impose a sanction.

If at any time during such process the City Attorney determines that his or her involvement may result in a violation of the Arizona Supreme Court Rules of Professional Conduct, the City Attorney shall engage the services of separate legal counsel to provide any necessary legal advice or otherwise assist City Council during this process.

~~A Complaint by a member must be filed with the City Attorney on or before one hundred eighty (180) days after the violation is alleged to have occurred or thirty (30) days after the alleged violation was discovered, whichever date is earlier. Upon receipt, the City Attorney will engage conflict counsel who will conduct an initial screening of the complaint and within fifteen (15) days recommend that the City Attorney handle the complaint as follows:~~

~~Dismiss it for being incomplete, untimely, or on its face lacking factual or legal merit;~~

~~Dismiss it if the complaint on its face fails to state allegations that, if true, would violate a mandatory requirement or prohibition as opposed to an aspirational or administrative provision of this Policy, City Code or any other laws;~~

~~Refer alleged violations of Arizona or federal laws to an appropriate agency if the complaint states on its face allegations that, if true, would constitute a violation of Arizona or federal law;~~

~~Or If the complaint states on its face allegations that, if true, would constitute a violation of a mandatory requirement or prohibition (as opposed to aspirational or administrative provisions) of the this Policy, the City Code or any other law, conflict counsel shall investigate the complaint and report to the City Council, the complainant, the member who is the subject of the complaint, and the City Attorney findings of fact and conclusions of law within sixty (60) days. The City Council shall consider the Conflict Counsel's report at a public meeting and either accept or reject the report as submitted and shall impose sanctions as it finds appropriate.~~

~~In all circumstances, the City Attorney shall follow conflict counsel's recommendation. The City Attorney's recommendation to refer a complaint for further investigation pursuant to subsection (c) and (d) above shall not raise the presumption that any of the complaint's allegations are true or that any member had violated this Policy or law. The timelines for handling complaints set forth above set the outer limits. All parties involved are strongly encouraged to make their findings, recommendations, and decisions as expeditiously as possible for the sake of the public and the City officials against whom complaints have been filed.~~

~~The City Attorney will adopt written rules of procedure to govern the review process, including the right of a member against whom the complaint has been lodged to respond to the complaint, attend any hearing, and present witnesses and other evidence on her or his own behalf.~~

~~Any complaints relating to City elections must be filed with or referred to the City Clerk for review and disposition as provided by law.~~

APPENDIX

A. Statement of Commitment

B. Rules for the Public at Council Meetings

Statement of Commitment

As a member of the Surprise City Council I agree to uphold the principles, policies and procedures set forth in the Surprise City Council Policy & Procedure Manual and conduct myself by the following model of behavior. I will:

- Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness, and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;
- Avoid and discourage conduct that is divisive or harmful to the best interests of the City;
- Treat all people with whom I come in contact in the way I wish to be treated.

I affirm that I have read and that I understand the Surprise City Council Policy & Procedure Manual, dated this _____ day of _____, _____.

Mayor /Council Member for District _____

Rules for the Public at Council Meetings

- 1) Presence in the Council Dais Area. During a Council meeting, members of the public are permitted within the area in front of the Council dais only at the invitation or consent of the chair for purposes of making presentations and providing information to Council.
- 2) Addressing Council
 - a) Any member of the public desiring to address the Council may not proceed to the lectern until after being recognized by the Chair.
 - b) At the lectern, the member of the public should clearly state their name, and approximate cross streets for the record.
 - c) Statements will be limited to ~~threefour~~ (34) minutes per item to allow the meeting to proceed and end in a timely manner. The time limit may be extended at the option of the Chair.
 - d) If several speakers desire to speak regarding a single topic, the Chair can limit the number of speakers or limit the time given to each group; however, an equal amount of time will be given to each side of an issue.
 - e) Oral communications during the City Council meeting may not be used to lodge charges or complaints against any employee of the City or members of the body, regardless of whether such person is identified in the presentation by name or by any other reference that tends to identify him/her. Any such charges or complaints should be submitted during normal business hours to the City Manager for appropriate action.
- 3) No loud vocalization (shouting or calling out) will be permitted from the seating area of the Council Chamber.
- 4) Pursuant to A.R.S 38-431.01 (I), at the conclusion of an open call to the public, individual councilmembers may, in their sole discretion, respond to criticism made by those who have addressed the public body or ask staff to follow-up or review the matter raised.
- 5) A civil decorum will be expected of all speakers. Behavior that is disruptive and prevents the City Council from accomplishing its business in a reasonably efficient and timely manner or interferes with conducting an orderly meeting or other speakers' rights is prohibited. Prohibited disruptive behavior includes, but is not limited to, threats, profanity, words likely to provoke immediate combat or speech that exceeds pre-set time limits, is unduly repetitive, or extends discussion by irrelevancies. Speakers engaged in disruptive behavior may forfeit their speaking time, or be removed from City Council chambers by direction of the Chair.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Brenden Espie, FIRE CHIEF
District: Citywide

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

Consideration and action pertaining to acceptance of a grant from the Gila River Indian Community and approval of a Fiscal Year 2025 budget amendment by moving budget in the amount of \$20,000; Resolution #2024-136.

Motion:

I move to approve Resolution # 2025-136

Background:

The Surprise Fire-Medical Department (SFMD) applied for funding from the Gila River Indian Community for \$20,000 to purchase specialized autism training for first responders through the International Board of Credentialing and Continuing Education Standards (IBCCES).

Objective Analysis:

The Surprise Police Department recently participated in training provided by the International Board of Credentialing and Continuing Education Standards (IBCCES), a global leader in professional autism and neurodiversity training and certification. The training was well received by the officers, who found it beneficial. As a result, it has been recommended that fire department personnel also undergo this training to enhance their understanding and response capabilities related to autism and neurodiversity. The positive feedback suggests that the training effectively met its objectives and provided valuable insights to the participants.

Policy Compliant:

The grant terms are compliant with the Grants Policies and Procedures and the budget amendment is compliant with the Comprehensive Financial Management Policy.

Financial Impact:

Acceptance of this one-time grant will provide \$20,000 for training to support current SFMD programs. There is no city-match requirement.

Budget Impact:

The FY2025 adopted budget did not include appropriations for revenue and expenses related to the Gila

River Indian Community grant awarded to the Fire-Medical department. Acceptance of the grant will require a movement of budget authority of \$20,000 from the General Contingency Fund to project G34232 in the Grants Fund. The awarded grant will support the Fire-Medical Department's emergency medical response services. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Res 2024-136 - 2024 Gila River Grant Resolution-Final
-

RESOLUTION # 2024-136

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ACCEPTING A GRANT IN THE AMOUNT OF \$20,000 FROM THE GILA RIVER INDIAN COMMUNITY, AND AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF \$20,000 FROM GENERAL CONTINGENCY TO PROJECT G34232 WITHIN THE GRANTS FUND TO PURCHASE SPECIALIZED TRAINING FOR FIREFIGHTERS.

WHEREAS, the City of Surprise Fire-Medical Department (SFMD) applied for a 2024 Public Safety grant in the amount of \$20,000 from the Gila River Indian Community for the purchase of specialized autism training for Fire-Medical Department first responders;

WHEREAS, the City desires to accept the grant funding from the Gila River Indian Community for the purchase of the specialized autism training;

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. The City is hereby authorized to accept the grant funding if awarded from the Gila River Indian Community for the purchase of specialized autism training for the Surprise Fire-Medical Department's first responders in the amount of \$20,000. The City Manager, or his designees, is authorized to conduct all negotiations and 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 # 2024-136

Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$20,000 from the General Contingency Fund to project G34232 in the Grants Fund to cover expenses associated with the acceptance of a Gila River Tribal grant. The awarded grant will pay for specialized training for Fire-Medical first responders. 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	Fire - Medical	#G34232 FY25 Gila River Indian Community	E	-	20,000	20,000
Grants	Fire - Medical	#G34232 FY25 Gila River Indian Community	R	-	20,000	20,000
Contingency	General Operations	Contingency	E	78,412,100	(20,000)	78,392,100
Contingency	General Operations	Other	R	78,093,200	(20,000)	78,073,200
Expense Total				78,412,100	-	78,412,100
Revenue Total				78,093,200	-	78,093,200



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Consideration and action pertaining to approval of a Subrecipient Agreement with Maricopa County Department of Emergency Management (MCDEM) and a Fiscal Year 2025 budget amendment moving budget in the amount of \$64,400 for overtime expenses: Resolution #2024-138.

Motion:

I move to approve Resolution #2024-138.

Background:

The Surprise Police and Fire Departments will receive a total of \$64,360 in overtime funding from the Maricopa County Department of Emergency Management (MCDEM) to cover overtime expenses to be used for Police and Fire personnel to complete preventative radiological and nuclear detection training.

Objective Analysis:

Acceptance of this funding will provide reimbursement of overtime expenses for Police and Fire personnel to complete preventive radiological and nuclear detection training.

Policy Compliant:

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

Financial Impact:

Acceptance of this Subrecipient Agreement will provide one-time funding to be used solely for overtime expenses for Police and Fire personnel to complete preventative radiological and nuclear detection training. There is no city-match requirement.

Budget Impact:

The FY2025 adopted budget did not include appropriations for revenue and expenses related to the acceptance of this FY2025 MCDEM Securing the Cities Subrecipient Agreement and will require an amendment to the Fiscal Year 2025 budget by moving budget authority of \$64,400 from General Contingency to projects G31211 and G34020 in the Grants Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2024-138
 2. FY 2025 SRA Award Letter_Surprise
 3. FY2025 STC SRA_Surprise
 4. Final Signed MOU STC
-

RESOLUTION # 2024-138

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE SUBRECIPIENT AGREEMENT WITH THE MARICOPA COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT (MCDEM), TO PROVIDE FUNDING FOR OVERTIME EXPENSES FOR POLICE AND FIRE PERSONNEL TO COMPLETE PREVENTATIVE RADIOLOGICAL AND NUCLEAR DETECTION TRAINING AND AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF \$64,400 FROM GENERAL CONTINGENCY TO PROJECTS G31211 and G34020 WITHIN THE GRANTS FUND.

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

WHEREAS, the Maricopa County Department of Emergency Management and the City of Surprise entered into a Memorandum of Understanding on or about March 05, 2024 for the term of July 1, 2024, to June 30, 2025;

WHEREAS, the City of Surprise Police and Fire Departments desire to accept this funding;

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. The Subrecipient Agreement with the Maricopa County Department of Emergency Management (MCDEM), attached as *Exhibit B*, is 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.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-138
Exhibit A

1. Appropriation - This allocation below represents a movement of budget authority in the amount of \$64,400 from the General Contingency fund to projects G31211 and G34020 in the Grants fund to cover projected expenditures associated with overtime expenses for Police and Fire personnel to complete preventative radiological and nuclear detection training. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31211 FY25 Securing the Cities Program	E	-	10,200	10,200
Grants	Police	#G31211 FY25 Securing the Cities Program	R	-	10,200	10,200
Contingency	General Operations	Contingency	E	78,412,100	(64,400)	78,347,700
Contingency	General Operations	Other	R	78,093,200	(64,400)	78,028,800
Grants	Fire - Medical	#G34020 FY25 Securing the Cities Program	E	-	54,200	54,200
Grants	Fire - Medical	#G34020 FY25 Securing the Cities Program	R	-	54,200	54,200
Expense Total				78,412,100	-	78,412,100
Revenue Total				78,093,200	-	78,093,200

RESOLUTION # 2024-138

Exhibit B

SUBRECIPIENT AGREEMENT BETWEEN

**THE CITY OF SURPRISE AND THE MARICOPA COUNTY DEPARTMENT OF
EMERGENCY MANAGEMENT (MCDEM)**

(BEGINS ON THE NEXT PAGE)



Kim Campbell
Emergency Manager
City of Surprise
4250 West Statler Plaza, Suite 103
Surprise, Arizona, 85374

RE: FY2025 Securing the Cities Cooperative Agreement
Budget Award Period: July 01, 2024 – June 30, 2025
Award Amount: \$64,360.00

Dear Ms. Campbell,

The Maricopa County Department of Emergency Management (MCDEM) is pleased to announce the Fiscal Year (FY) 2025 Securing the Cities (STC) Cooperative Agreement award amount of **\$64,360.00 to the City of Surprise**. Securing the Cities' mission is to prevent the successful possession, movement, and deployment of a nuclear or radiological weapon and component materials by an adversary within Maricopa County by enhancing the nuclear detection capabilities of the county and local agencies. This mission is deployed through distributing radiological detection and identification equipment, first responder training, and developing a common operating picture through regional planning and coordination. The Securing the Cities Cooperative Agreement is awarded by the Department of Homeland Security Countering Weapons of Mass Destruction Office to the Maricopa County Department of Emergency Management. A partnership to implement and sustain the Securing the Cities program was established between the Maricopa County Department of Emergency Management and the City of Surprise through the Memorandum of Understanding (MOU) signed on March 5, 2024. This Sub-Recipient Agreement specifically outlines the funding amount to be used by the City of Surprise's fire and police personnel to complete preventative radiological and nuclear detection training allowed by the STC Cooperative Agreement.

Before the City of Surprise can request and receive any of the funds awarded, the award must be accepted by reviewing and signing the Securing the Cities Sub-Recipient Agreement (SRA), which is provided with this award letter. Partner-signed Sub-Recipient Agreements will be processed and signed by the Maricopa County Board of Supervisors for final authorization. Please return the signed SRA to the MCDEM STC Program Management Office (PMO). See below the due date for the upcoming County Board of Supervisors agenda items.

- Due **Friday, August 2, 2024**, for BOS meeting on August 21, 2024
- Due **Friday, August 23, 2024**, for BOS meeting on September 11, 2024
- Due **Friday, September 6, 2024**, for BOS meeting on September 25, 2024





As the SRA outlines, the funding award can **only be used for backfill or overtime costs** (including fringe benefits) directly resulting from the Subrecipient's designated representatives' participation or instruction of STC-approved trainings, drills, and exercises. It shall be reimbursed at a rate and amount as approved by MCDEM STC PMO.

The City of Surprise is required to notify the MCDEM STC PMO of their anticipated training plans to spend their remaining budget by **Monday, March 3, 2025**. Excess and unplanned funding may be reallocated to other STC Partners based on their Fully Operational Capability (FOC) goals or to address shifting operational needs. Funding reallocations will not negatively impact future Sub-Recipient budgets, as the priority will remain to provide the STC Partners with appropriate funding to achieve their FOC training goals. Additionally, if the funding award is insufficient to cover all training costs for the allotted timeframe, a request for an increase in funding adjustment can be made to the MCDEM STC PMO. Funding increases depend on numerous budgeting factors and are not guaranteed. Indirect costs are not recoverable from this subgrantee award.

In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program-specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends \$750,000 or more from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program-specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to MCDEM within nine (9) months of the Subrecipient's fiscal year-end. Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by MCDEM to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.

If you have any questions, please contact Aimee Mankins at Aimee.Mankins@maricopa.gov.

Sincerely,

A handwritten signature in black ink that reads "Aimee Mankins".

Aimee Mankins
Emergency Operations Supervisor – Securing the Cities





SUBRECIPIENT AGREEMENT

Jurisdiction: City of Surprise

Title: FY2025 Securing the Cities (STC) Program Sub-Recipient Agreement

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SUBRECIPIENT AGREEMENT BETWEEN
CITY OF SURPRISE
AND THE MARICOPA COUNTY, DEPARTMENT OF EMERGENCY
MANAGEMENT

THIS SUBRECIPIENT AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between Maricopa County, through the Department of Emergency Management (“County”), and the City of Surprise. The County and the City of Surprise are referred to as the “Parties”.

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security (“DHS”), through its Countering Weapons of Mass Destruction Office¹ (“CWMD” and along with DHS, collectively “Grantor”), has provided financial assistance to the County through the Grantor’s Securing the Cities Program Cooperative Agreement for the Maricopa County region (the “Grant”) to assist the County in developing a regional structure of law enforcement and first responder organizations to identify, prevent and respond to potential nuclear and radiological threats in the Maricopa County region (the “STC Program”); and

WHEREAS, the County was first awarded grant funding on September 25, 2020, to implement the Maricopa County STC Program (Grant No. 20CWDSTC00016-02-01; C# C-15-21-005-X-00); and

WHEREAS the Grantor established the STC Program Implementation Cooperative Agreement (“Implementation Grant”) to sustain STC programs, including the Maricopa County region, from September 25, 2020, through October 31, 2031; and

WHEREAS, the Grantor intends to provide such financial assistance to the County in annual budget allocations of grant funds for a period of ten (10) years (the “Grant Funds”), subject to the availability of funding; and

WHEREAS, the Grantor has already provided the allocation of Grant Funds to the County for a total of: \$4,050,000,] been authorized by the Maricopa County Board of Supervisors (C-15-21-005-X-01 and C-15-23-002-X-00), and

WHEREAS, the County shall annually reapply for funding for each subsequent grantyear during the term of this Agreement, and request approval from the Maricopa County Board of Supervisors to accept the corresponding grant award allocation; and

¹ Formerly, the Domestic Nuclear Detection Office (“DNDO”)

WHEREAS, the County has designated the Department of Emergency Management (“MCDEM”) to provide for the proper monitoring of the funding and administration of the Grant; and

WHEREAS, the Subrecipient has previously entered into a Memorandum of Understanding (C-15-22-001-X-00) or Intergovernmental Agreement with the County memorializing Subrecipient’s participation in the STC Implementation Program and the MCDEM administration of the STC ImplementationProgram; and

WHEREAS, the County and Subrecipient are desirous of executing this Agreement as authorized by the Maricopa County Board of Supervisors and Surprise City Council to allow for the reimbursement by Grant Funds of certain personnel costs relating to training, exercise, and drills of the Subrecipient and the use by Subrecipient of certain County equipment purchased by Grant Funds, all in accordance with the conditions set forth in this Agreement, not to exceed **\$64,360.00**.

I. INTRODUCTION

§101. Federal Award Information

The “Federal award” (as such term is defined in the Code of Federal Regulations(“CFR”), 2 CFR §200.38, and used in this Agreement) is the Maricopa County Region Securing the Cities Program FAIN # 20CWDSTC00016, Assistance listing Number #97.106, Federal Award Date 09/25/2020. This is nota “Research & Development” award as defined in 2 CFR §200.1 and 200.332.

The “Federal awarding agency” (as such term is defined in 2 CFR §200.1 and used in this Agreement) is the U.S. Department of Homeland Security (“DHS”),through its Countering Weapons of Mass Destruction (“CWMD”) Office

The County, acting through MCDEM, acts as the “pass-through entity” (as such term is defined in 2 CFR §200.1 and used in this Agreement) for the subaward of the Federal award to the Subrecipient for the benefit of the Maricopa County Region.

§102. Subrecipient Award Information

Subrecipient hereby accepts the following subaward (“Subaward”) of the Federalaward upon the terms and conditions set forth in this Agreement:

Subaward Amount:

Year	Budget Period	Allocation
3	July 1, 2024 – June 30, 2025	\$64,360.00
4	July 1, 2025 – June 30, 2026	Subject to DHS funding/County Approval
5	July 1, 2026 – June 30, 2027	Subject to DHS funding/County Approval
6	July 1, 2027 – June 30, 2029	Subject to DHS funding/County Approval
7	July 1, 2029 – June 30, 2029	Subject to DHS funding/County Approval
8	July 1, 2029 – June 30, 2030	Subject to DHS funding/County Approval
9	July 1, 2030 – June 30, 2031	Subject to DHS funding/County Approval

Subaward Period of Performance: **July 1, 2022, through
June 30, 2031**

Match Requirement: **None**

The term of this Agreement shall be the “Term” as set forth in this Section 201.

§103 Parties to the Agreement

The Parties to this Agreement are:

- A. The Maricopa County, Department of Emergency Management, having its principal office at 5630 East McDowell Road, Phoenix, Arizona 85008; and
- B. The City of Surprise having its principal office at 16000 N. Civic Center Plaza Surprise, AZ 85374.
 - Surprise Police Department and Surprise Fire Department, having its principal office at 4250 West Statler Plaza, Suite 103 Surprise, Arizona, 85374.

§104. Representatives of the Parties and Service of Notices

- A. The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
 - 1. The representative of MCDEM approved authority shall be, unless otherwise stated in this Agreement:

Aimee Mankins, Emergency Operations Supervisor Maricopa County Department of Emergency Management 5630 E. McDowell Road, Phoenix, Arizona 85008
(602) 273-1411
Aimee.Mankins@maricopa.gov
 - 2. The representative of the City of Surprise:

Benny Pina, Police Chief
Surprise Police Department
4250 West Statler Plaza, Suite 103,
Surprise, Arizona, 85374
(623) 222-4020
Benny.Pina@surpriseaz.gov

Brenden Espie, Fire Chief
Surprise Fire Department
4250 West Statler Plaza, Suite 103
Surprise, Arizona, 85374
(623) 222-5027
Brenden.Espie@surpriseaz.gov

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing, or by commercial courier service is delivered over a receipt.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change, and such change shall be effective without the need to follow any processes set forth in the Agreement for amendment to same.

§105. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County. No employee of Subrecipient is, or shall be, an employee of the County by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County by virtue of this Agreement. The provisions of this Section 103 shall not apply to Subrecipient if it is a proprietary department of the County.

§106. Financial Audit/Programmatic Monitoring

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- A. In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends \$750,000 or more from Federal awards in its previous fiscal year. If the Subrecipient has

expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to MCDEM within nine (9) months of the Subrecipient's fiscal year end.

- B. Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by MCDEM to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.

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II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall be from July 1, 2024, through June 30, 2025 (the "Term"). Subrecipient shall cooperate with the County and Grantor in completing any necessary close out activities in connection with the Grant.

§202. STC Implementation Program and Use of Grant Funds

A. STC Implementation Program Participation

Subrecipient and the County previously entered into that certain Memorandum of Understanding setting forth certain terms and conditions of Subrecipient's participation in the STC Implementation Program (the "MOU" or IGA). As a participating agency in the STC Program, Subrecipient shall be reimbursed through Grant Funds for certain training, exercise, and drill-related personnel expenses and Subrecipient shall have use of certain equipment purchased with Grant Funds, all in accordance with the terms and conditions of the Grant, this Agreement and the policies and procedures of the STC Implementation Program. In consideration therefore, Subrecipient agrees as follows:

1. Subrecipient shall comply with the terms and conditions of the MOU/IGA and this Agreement, and the policies and procedures of the STC Program as may be approved and adopted by the MCDEM Approval Authority (as may be required) and/or the Executive Committee in the STC Program.
2. Subrecipient shall comply with the applicable Requirements (as such term is defined in Section 416) of the Grant and any Requirements promulgated by MCDEM in connection with the administration of the Grant, including, without limitation, Requirements related to the reimbursement and auditing of expenses related to the use of Grant Funds and the procurement and use of all equipment, services and items purchased with Grant Funds.
3. Subrecipient shall designate an authorized representative to attend all Executive Committee meetings of the STC Program. Subrecipient shall make good faith efforts to minimize any absence of its representatives at such meetings and to remain in good standing.
Excessive absences in Executive Committee Meetings could impact the partner's standing and prioritization in training, funding, and equipment, unless communicated with Program staff.

4. Through its representatives to the STC Implementation Program, Subrecipient shall work with other participating agencies in the STC Implementation Program in developing and updating the following plans for the STC Program: (a) Operations Plan, (b) Integrated Preparedness Plan, and (c) Equipment Plan. Subrecipient shall assist MCDEM in developing and executing the scope of projects associated with the Plans. Subrecipient shall also collaborate with other participating agencies in the STC Program to develop appropriate implementation and sustainment plans as needed.
5. Subrecipient shall collaborate in good faith with other participating agencies in the STC Program in developing agency specific Standard Operating Procedures (SOP) that will be adopted by the participating agencies of the STC Program. Such protocols shall include protocols for the detection, collection, dissemination, screening and reporting of information regarding possible radiological and nuclear threats or incidents in the State of Arizona. Such protocols shall involve the notification of such threats or incidents to the Arizona Counter Terrorism Information Center (ACTIC), Federal Bureau of Investigation, U.S. Department of Homeland Security Countering Weapons of Mass Destruction, and the United States Department of Energy.
6. Subrecipient shall complete any required trainings, drills, and exercises as set forth in the Integrated Preparedness Plan that is adopted by the STC Program and as may be required by the Grantor.
7. In a timely manner, Subrecipient shall complete and submit to MCDEM any forms and reports required by CWMD under the Grant in connection with Subrecipient's activities as a participant in the STC Program, including activities involving incident reporting, training, exercise, and operations.
8. Subrecipient shall not be reimbursed by Grant Funds or the County for any expenses incurred by it which is not approved by MCDEM and the Grantor and which is not strictly set forth in the budget for use of Grant Funds in the STC Implementation Program as such budget is approved by MCDEM and the Grantor. Subrecipient shall participate in a yearly training and equipment needs meeting and provide information to MCDEM to assist in the development of such budget by, without limitation, submitting relevant cost information associated with proposed budget items.
 - Subrecipient personnel attending training must complete the training within the Center for Radiological Nuclear Training - Counter Terrorism Operation Support (CTOS) course requirements for the Subrecipient to receive funding reimbursement.

B. Maricopa County Department of Emergency Management Responsibilities

MCDEM, as the primary applicant and recipient of the Grant, is the sole fiscal agent and lead agency with regards to the use of Grant Funds in the STC Program and all fiscal and
STC Subrecipient Agreement

administrative matters (including the procurement of any services, goods, or equipment) regarding the use of Grant Funds shall be managed and overseen by MCDEM. Subrecipient shall cooperate in good faith with MCDEM duties as fiscal agent and lead agency of the Grant, such duties to include, without limitation, the following:

1. Administration of the STC Program and the Grant, including the managing all fiscal operations and procurement activities involving Grant Funds.
2. Development and submission of applications to the Grantor for annual allocations of Grant Funds and serving as the primary point of contact for the STC Program with the Grantor.
3. Development of annual budgets for use of Grant Funds in the STC Program.
4. Coordination of the distribution and licensing to Subrecipient of STC Program equipment, source materials, and training and exercise schedules.
5. Periodic inspections and audits of all STC Program related materials, equipment, records, documents, and other assets acquired by or related to the use of Grant Funds which may be in the possession or control of the Subrecipient. Maricopa County requires that each fiscal year employees visually inspect any assets over \$5,000.00.

C. Reimbursement of Training & Exercise-Related Personnel Expenses

As a participant in the STC Program, Subrecipient shall ensure that its designated representatives attend all training and exercises as required by the Grantor and as set forth in the STC Program's Integrated Preparedness Plan (IPP) as adopted by a majority of the STC Program participants. Subrecipient shall have the right to participate in the development of the IPP through the participation of its designated representatives in the STC Program Training & Exercise subcommittee tasked with the development of the IPP.

1. All Grant Funds allocated to the Subrecipient under this Agreement shall be disbursed ONLY for reimbursement of Subrecipient's personnel expenses associated with the attendance and participation of Subrecipient's designated representatives in any IPP training and/or exercise. All such reimbursements shall be in strict accordance with the STC Program budget for training and exercise reimbursement as approved by the Grantor and MCDEM. Further, any such reimbursement shall be strictly limited to backfill or overtime costs directly resulting from Subrecipient's designated representatives' attendance and participation at such IPP training and/or exercise and shall be reimbursed at a rate and amount as approved by MCDEM and the Grantor ("Training Reimbursement").
2. Subrecipient shall prepare, track, maintain and submit to MCDEM originally executed timesheets, timekeeping documents, and any other supporting documentation, all in a form and manner as approved by

MCDEM and all as necessary to fully and accurately evidence time expended by Subrecipient's designated representatives in attending approved IPP trainings and/or exercises and the allowable expenses incurred by Subrecipient in connection with such attendance ("Expense Documentation"). 3.

3. All such Expense Documentation shall satisfy applicable Federal, State and County audit and review standards and requirements and shall be prepared at the sole expense and responsibility of Subrecipient. 4.
4. MCDEM may request, in writing, changes to the content and format of such documentation at any time and it reserves the right to request additional supporting documentation to substantiate costs that are to be reimbursed with Grant Funds. 5.
5. All Expense Documentation must be submitted to MCDEM within thirty (30) days after the official email notification from MCDEM attendance/participation at the applicable IPP training and/or exercise in order to be eligible for reimbursement with Grant Funds. All reimbursable trainings, exercises, and drills, must be completed by May 1st, unless a later date is approved by MCDEM, to allow for reimbursement payment processing prior to the end of each fiscal year (June 30th).
6. Certain travel is allowed, if deemed necessary by MCDEM and the Executive Committee for the STC implementation. Travel and related costs are required to be approved by MCDEM and CWMD, prior to booking. Travel arrangements are required to be completed by the Subrecipient for approved travel. Travel costs must follow local, county, and federal guidelines, including per diem costs for lodging and meal, incidentals, and expenses. A cost analysis is required to be submitted to MCDEM prior to approval of travel.
7. The Subrecipient is eligible for reimbursement for overtime or backfill, for instruction time for cadre instructor(s), who have completed CTOS, PER-243-1 Primary Screener Train the Trainer by teaching 3 classes or 75 students and remain in good standing, employed by the Subrecipient. Prior to the training, the instructor is required to submit a training request and receive approval from MCDEM for the course.
 - i. Reimbursement for cadre instructors is allowable up to 12 hours for Primary Screener Course.

D. Equipment and Materials Purchased with Grant Funds

The procurement of all equipment and materials acquired with Grant Funds ("Equipment") shall be the sole responsibility of MCDEM, and title to such Equipment shall vest in MCDEM as the primary recipient of Grant Funds. Equipment selected for purchase by the County with Grant Funds shall be in accordance with the STC Program. Subrecipient shall have the right to participate in the development of such Equipment Plan through the participation of its designated representatives in the STC Program Equipment subcommittee tasked with the development of the Equipment Plan.

As a participant in the STC Program, Subrecipient shall have the opportunity to use Equipment for Subrecipient's activities in the STC Program on a license-to-use basis with title remaining with MCDEM ("License"), the selection of such Equipment to be made by a majority of the STC program participants and the DHS CWMD and MCDEM Approval Authority. In the event Subrecipient is granted a License to use any Equipment, such License is made on the following terms:

1. Subrecipient shall be solely responsible for taking possession and transporting the Equipment from the County designated location to Subrecipient's premises and properly installing the Equipment for use at the Subrecipient's location approved by MCDEM. Subrecipient shall be solely responsible for removing the Equipment from Subrecipient's premises and returning it to the County's designated location.
2. Subrecipient shall be liable to the County for any and all liabilities, damages, claims and/or losses of any nature whatsoever arising out of, or related to, Subrecipient's use and possession of the Equipment. For purposes of this Agreement, Subrecipient's possession of the Equipment shall commence at the time Subrecipient is given possession of the Equipment at a designated County location where the Equipment is stored and shall continue until such Equipment is returned into the possession of the County at the designated County location where the Equipment is to be returned for County storage.
3. Subrecipient in good faith shall properly maintain, safeguard, and inventory the Equipment in accordance with procedures prescribed and approved by MCDEM, the STC Program Equipment Plan, and the regulations of the Grant, including the provisions set forth in 44 Code of Federal Regulations (CFR) Section 13.32(d). Proper maintenance shall include all calibration and repair of the Equipment necessary to maintain the Equipment in good working order. All maintenance, calibration, and repair ("Maintenance") of the Equipment shall be coordinated through MCDEM, shall require its prior written approval, and shall be undertaken only by appropriately licensed personnel authorized and deemed qualified by MCDEM.
4. Subrecipient shall timely and properly install the Equipment at Subrecipient's location as agreed to by MCDEM. Subrecipient shall operate and use the Equipment strictly in connection with its activities in the STC Program and in a manner as approved by MCDEM. Subrecipient shall limit access to the Equipment (including access for maintenance and inspections) to personnel, time, place, and manner as authorized in writing in advance by the MCDEM. Subrecipient shall not remove or cease operation of the Equipment from its pre-approved location without prior written authorization from MCDEM. Any replacement of the Equipment shall be coordinated through MCDEM and shall require MCDEM's prior written approval, and Subrecipient's use of such replacement Equipment shall be subject to the same transfer terms as set forth herein.

5. Subrecipient shall utilize a database inventory for the purpose of tracking Subrecipient's Equipment. Subrecipient shall enter and update information and data related to the use and maintenance of the Equipment as required by MCDEM, including information and data regarding the Equipment's location, operations, audits, inspections, maintenance, calibration, repair, and replacement activities.
6. MCDEM and the Grantor shall have the right to access and inspect the Equipment at Subrecipient's location at any time as may be deemed necessary by MCDEM and/or the Grantor. Such access and inspection rights shall also include regularly scheduled monitoring visits by MCDEM. Subrecipient shall cooperate with MCDEM in coordinating all such monitoring visits. Maricopa County requires that each fiscal year employees visually inspect any assets over \$5,000.00 per Maricopa County Capital Assets Policy A2507.
7. In the event that any activities in connection with the Equipment require the services of a third-party vendor, the procurement of such services shall be verified and approved by MCDEM in accordance with County Procurement Code. In no event shall any expenses incurred in connection with any activities of the Equipment (maintenance, installation, removal, replacement or otherwise) be reimbursed with Grant Funds if such activities are undertaken on any equipment other than Equipment as so defined in this Agreement or if such activities are undertaken without the prior written consent of MCDEM and in a manner inconsistent with the provisions set forth in this Agreement.
8. The Equipment License may be terminated (a) upon Subrecipient's breach of any of the License terms set forth herein, (b) upon Subrecipient's breach of any terms of this Agreement or the terms of the MOU, (c) upon Subrecipient's withdrawal or termination of participation from the STC Program, (d) or at any time at the sole discretion of MCDEM upon thirty (30) days written notice. Within thirty (30) days from the date the License is terminated, Subrecipient shall return the licensed Equipment to the County at the County's designated location.

E. Source Materials

As part of the STC Program, MCDEM has or will obtain certain exempt radiological materials for use in training and exercise activities ("Source Materials") related to the STC Implementation Program. These Source Materials may be stored at various sites controlled by participating agencies in the STC Program. If a site controlled by the Subrecipient is storing Source Materials, Subrecipient agrees to comply with jurisdictional/agency risk requirements, and State of Arizona Department of Health Services or other applicable regulations regarding the handling, storage, and security of Source Materials. MCDEM shall work cooperatively with Subrecipient to execute any agreements or instruments

necessary to allow for the proper handling, storage, security and use of Source Materials at Subrecipient's site(s) in connection with the STC Program.

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III. PAYMENT

§301. Reimbursement of Grant Funds and Method of Payment

- A. The MCDEM shall disburse to Subrecipient up to its total allocated Grant Period amount of **Amount \$64,360.00** to reimburse Subrecipient for personnel expenses incurred in connection with STC Program training and exercise activities as described in Section 202 above. Such Grant amount represents the total reimbursement amount allocated to Subrecipient and approved by MCDEM and the Grantor for **Budget Period 3** The disbursement of such funds shall be made on a reimbursement basis only and the distribution of training and equipment is decided on by the partner's leadership and not by MCDEM Program Staff.
- B. Subrecipient shall prepare, maintain, and provide to the County invoices requesting payment as well as purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts, and any other supporting documentation necessary to describe the expenditure of funds fully and accurately for which reimbursement from Grant Funds is sought under this Agreement as outlined in the STC Reimbursement Checklist. All such supporting documentation shall satisfy applicable Federal, State and County audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the County will not reimburse the Subrecipient for any costs incurred for such preparation. The County may request, in writing, changes to the content and format of such documentation at any time, and the County reserves the right to request additional supporting documentation to substantiate costs incurred at any time.
- C. Payment of final invoices shall be withheld by the County until MCDEM has determined that Subrecipient has turned in all supporting documentation and satisfied the requirements of this Agreement.
- D. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein. Funding for all Budget Periods of this Agreement is subject to the continuing availability to the County of federal funds for this program from the Grantor. The Agreement may be terminated immediately by the County upon written notice to Subrecipient of such loss or reduction of Federal grant funds.
- E. Final Reimbursement Requests packets for this Subaward must be received by the County no later than thirty (30) days prior to the end of the Term to allow the County sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless approved by MCDEM in advance of the Reimbursement Deadline.
- F. Jurisdiction must stay in compliance with Maricopa County single audit

requirements.

- G. STC Partners are required to notify the MCDEM of their anticipated training plans to spend their remaining budget by March 1, 2025. Excess and unplanned funding may be reallocated to other STC Partners based on their Fully Operational Capability (FOC) goals or to address shifting operational needs. Funding reallocations will not negatively impact future Sub-Recipient budgets, as the priority will remain to provide the STC Partners with appropriate funding to achieve their FOC training goals.

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IV.
STANDARD PROVISIONS

§401 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of Arizona, the Maricopa County, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of Arizona without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Maricopa County, Arizona.

If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§403. Integrated Agreement

This Agreement, together with the Grant and all federal rules, regulations and requirements applicable to the Grant, sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent

that they are beyond the party's reasonable control.

§405. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the County:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§408. Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement, the Federal awarding agency or the County shall have the right to take one or more of the actions set forth in 2 CFR §200.339.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency or the County in accordance with the provisions set forth in 2 CFR §200.341.

§409. Termination

Any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency or the County as set forth in 2 CFR §200.340. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.340. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

A. Termination for Convenience

County may terminate this Contract for County's convenience at any time by providing Subrecipient thirty (30) days written notice. Upon receipt of the

notice of termination, Subrecipient shall immediately act not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate its activities. County shall pay Subrecipient its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Subrecipient to effect the termination. Thereafter, Subrecipient shall have no further claims against the County under this Contract.

B. Termination for Cause

1. If Subrecipient fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, County may give Subrecipient written notice of the default. County's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of County. Additionally, County's default notice may offer Subrecipient an opportunity to provide County with a plan to cure the default, which shall be submitted to County within the time period allowed by County. At County's sole discretion, County may accept or reject Subrecipient's plan. If the default cannot be cured or if Subrecipient fails to cure within the period allowed by County, then County may terminate this Agreement due to Subrecipient's breach of this Agreement.
2. If a federal or state proceeding for relief of debtors is undertaken by or against Subrecipient, or if Subrecipient makes an assignment for the benefit of creditors, then County may immediately terminate this Contract.
3. If Subrecipient engages in any dishonest conduct related to the performance or administration of this Contract or violates County's laws, regulations or policies relating to lobbying, then County may immediately terminate this Contract.
4. The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
5. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

- C. In the event that this Contract is terminated, Subrecipient shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

§410. Permits

Subrecipient and its directors, officers, agents, employees, and contractors/subcontractors, to the extent allowed hereunder, shall obtain, and maintain all licenses, permits, certifications and other documents necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient shall

immediately notify the County of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

§411. Nondiscrimination and Affirmative Action

Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of Arizona, and the County of Maricopa. In performing this Agreement, the Subrecipient shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical disability, mental disability, marital status, domestic partner status, or medical condition. The Subrecipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and assupplemented in Department of Labor regulations (41 CFR Part 60). Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

§412. Indemnification

Each of Parties (as "Indemnitor") shall defend, indemnify and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses of any nature whatsoever (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of the performance or failure to perform under the Agreement.

§413. Conflict of Interest

A. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties. Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract.
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

§414. Restriction on Disclosures and Confidentiality

Subrecipient shall keep all information exchanged or provided through the STC Program strictly confidential, including any confidential, proprietary, or non- public information, including sensitive security information (as defined by 49 CFR Part 1520). Subrecipient shall discuss with County in good faith whether it is necessary or desirable to disclose any particular information, and if so, to whom. In the event Subrecipient receives a request from a third party for information provided to them as part of the STC Program, Subrecipient shall afford the County and the other participants of the STC Program an opportunity to seek an appropriate protective order.

§415. Publications and Use of Grantor Markings

All publications created or published with funding under this Grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* Subrecipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part by Grant Funds.

Subrecipient shall obtain Grantor approval prior to using Grantor seal(s), logos, crests or reproductions of flags or likenesses of Grantor agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

§416. Compliance with Applicable Regulations and Statutes

Subrecipient shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements of the Federal awarding agency that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2020 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2020 DHS Standard Terms and Conditions ("DHS Standard Conditions"), the Cooperative Agreement Terms and Conditions (FY 2020) and any Continuation Terms and Conditions issued by the DHS Grants and Financial Assistance Division in connection with the Grant (collectively attached hereto as Exhibit E), and (3) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

These Requirements also include, without limitation, the following:

A. USA Patriot Act of 2001

Subrecipient shall comply with the applicable Requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c, which, among other things, prescribes criminal penalties for possession of any biological agent, toxin or delivery system not justified under the regulations and which establishes restrictions on access to specified materials.

B. Drug-Free Workplace Requirements

Subrecipient shall comply with applicable Requirements related to maintaining a drug-free workplace, including the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 *et seq.*), codified in 2 CFR 3001. Subrecipient shall execute and submit to the County concurrent with the execution of this Agreement the Certification Regarding Drug Free Workplace Requirements. Subrecipient shall also notify the County if an employee of the Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

C. Suspension and Debarment Requirements

Subrecipient shall comply with the applicable Requirements set forth in Executive Orders 12549 and 12689, which provides protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

D. Requirements of Collection and Use of Personally Identifiable Information

Subrecipient shall comply with applicable Grantor guidelines regarding the handling of Personally Identifiable Information (PII), as required by OMB M-07-16 and as set forth in DHS Handbook for Safeguarding Sensitive PII, which can be found at

https://www.dhs.gov/sites/default/files/publications/Handbook%20for%20Safeguarding%20Sensitive%20PII_0.pdf. In collecting PII, Subrecipient shall have a publicly available privacy policy that describes what PII it collects, how it plans to use the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.

Subrecipient may find DHS Privacy Impact Assessments, guidance and templates online at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

E. Terrorist Financing Prohibition

Subrecipient shall comply with all Executive Orders and other Requirements which prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. These Requirements include, without limitation, EO 13224.

F. Inventions, Patents, Copyrights and Data Rights Requirements

1. When copyrightable material (“Material”) is first produced or developed as part of a project funded by Grant Funds, the Grantor, at its discretion, may copyright the Material. If the Grantor declines to copyright the Material, the Grantor and the County shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds. Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Grant. All publications produced with funding from Grant Funds which are submitted for publication in any magazine, journal, or trade papers shall carry statements of acknowledgment and disclaimers as required by the Grantor under the Grant Requirements.
2. The Grantor shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical, or professional journals, symposia proceedings, or similar works. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

[THIS SECTION INTENTIONALLY LEFT BLANK]

V.
AMENDMENTS

§500. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, and any increase or decrease in the amount of compensation/allocation which are agreed to by the County and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

Subrecipient agrees to comply with all future County Directives, or any rules, amendments or requirements promulgated by the County affecting this Agreement.

IN WITNESS WHEREOF, the County and Subrecipient have caused this Agreement to be executed by their duly authorized representatives.

MARICOPA COUNTY: By: _____ Jack Sellers, Chairman Date: _____	City of Surprise: By: _____ [Name, Title] Date: _____
ATTEST: Clerk of the Board By: _____ Juanita Garza Date: _____	ATTEST: City/Town Clerk By: _____ Date: _____
COUNTY ATTORNEY: By: _____ Date: _____	[Jurisdiction Legal] By: _____ Date: _____

**MEMORANDUM OF UNDERSTANDING FOR
THE MARICOPA COUNTY SECURING THE CITIES PROGRAM
BETWEEN MARICOPA COUNTY, ARIZONA
AND THE CITY OF SURPRISE, ARIZONA**

This Memorandum of Understanding ("MOU") is made and entered into by and among the Principal Partners (as such parties are set forth and as such term is defined in Section II of this MOU) in connection with the Securing the Cities Program for Maricopa County. This MOU shall be made binding by and among the Principal Partners by a duly executed agreement by the Principal Partners so desiring to be bound (the Principal Partners hereafter collectively defined each as a "Participant" and collectively as "Participants"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, each of the Participants agree as follows:

I. Background

This MOU memorializes the formal commitment and active participation of Participants in the Maricopa County Securing the Cities ("STC") Program. The STC Program is a regional effort geared towards enhancing radiological and nuclear detection and interdiction (Preventative Radiological and Nuclear Detection or "PRND") capabilities in Maricopa County. The Maricopa County STC Program is funded by the STC Program Grant ("Grant") from the United States Department of Homeland Security Countering Weapons of Mass Destruction Office ("Grantor"). The Grant is awarded to Maricopa County to assist Participants in acquiring equipment, training, and support to enhance PRND capabilities in Maricopa County. By entering into this MOU, each Participant hereby agrees to commit personnel, equipment, and other support for the development and sustainment of STC Program and the accomplishment of its goals, as more fully set forth in this MOU.

II. Goals and Responsibilities

A. Participants

1. Participants of the STC program shall be comprised of Principal Partners. All Participants shall be members of the STC Program.

2. Each Participant shall designate an authorized representative and one alternate to attend all STC Program meetings and shall make good faith efforts to minimize any absence of its representative at such meetings. STC Program meetings shall occur approximately monthly. Such authorized representatives shall be employees of the Participant.

3. Each Participant shall have the benefit of participating in STC Program exercises and training as well as using equipment acquired through Grant funds so long as such use and participation is in compliance with all Grant regulations, policies, and

procedures as may be set forth by DHS/CWMD, Maricopa County Department of Emergency Management (MCDEM), and the Executive Committee.

4. Each Participant shall actively engage in and support activities that further the goals and objectives of the STC Program. These goals and objectives include, but are not limited to:

a. Identifying current needs for establishing a preventative radiological and nuclear detection program within Maricopa County.

b. Developing, drafting, and adopting protocols, procedures, plans, and concept of operations for coordinated steady state and enhanced steady state operations and responses to a radiological and nuclear incident within Maricopa County.

c. Collecting, sharing, and analyzing intelligence, information, and resources to predict, prevent, respond to, adjudicate, report, and archive the illicit use, storage, or movement of radiological materials within Maricopa County.

d. Completing any required training and exercises necessary to participating in the STC Program in accordance with the Grant.

e. Developing and implementing a baseline PRND program for reporting operational capabilities within Maricopa County.

f. Complying with any mutual aid agreements as may be agreed to by Participants and working with established partnerships between Federal, State, local, and tribal agencies to support coordinated PRND operations and mutual aid.

g. Deploying program-assigned equipment as necessary to enhance PRND capabilities.

h. Expanding data collection and sharing capabilities within Maricopa County and between Federal, State, local, and tribal agencies.

i. Participating in at least one subcommittee of the STC Program.

j. Creating and participating in a long-term sustainability plan to continue the STC Program in support of the Global Nuclear Detection Architecture ("GNDA"). The GNDA is a framework for detecting (through technical and non-technical means), analyzing, and reporting on nuclear and other radioactive materials that are out of regulatory control. The GNDA presents the adversary with many obstacles, increasing the cost, difficulty, and risk of attack. The presence of an effective detection architecture also serves to convince the adversary that any attempt to acquire, transport, or utilize nuclear or other radioactive materials in malicious acts will fail. DHS works with state, local, private, and tribal stakeholders to build basic detection architectures and enhanced awareness of the threat.

5. Participants, as members of the STC Program, are empowered to make decisions regarding the adoption of any plans, policies, or procedures concerning the STC Program to the Executive Committee but shall not have the power to adopt such plans, policies or procedures which are contrary to the terms of the Grant or make unwise use of funding or time as determined by MCDEM or DHS.

B. Executive Committee

The STC Program Executive Committee shall be comprised of the Principal Partners. Each Principal Partner shall designate an authorized representative to attend all Executive Committee meetings and shall make good faith efforts to minimize any absence of its representative at such meetings. Executive Committee meetings shall occur monthly or on an as needed basis. Such authorized representatives shall be an employee of the Principal Partner who has authority to make decisions on behalf of that Participant. In addition to its duties as a Participant and as a member of the STC Program, members of the Executive Committee shall be the sole voting members (other than MCDEM as the lead agency) of the STC Program. Each Executive Committee member shall have the following responsibilities, without limitation:

1. Comply with all terms and provisions of the STC Program Executive Committee and Subcommittee Charters as may be adopted ("Charter").
2. Review all recommendations submitted by STC Program members and Subcommittees and reach consensus or vote to approve.
3. Ensure that all members of the Subcommittees (as set forth in the Charter) execute its respective responsibilities for each Subcommittee as set forth in the Charter.
4. Commit facilities for the purpose of PRND trainings and exercises.
5. Commit facilities as may be necessary and appropriate to maintain equipment and store source materials.
6. Obtain appropriate licenses and certifications for its facilities and personnel as may be required for STC Program activities.
7. Comply with Maricopa County annual asset monitoring site visit for all items over \$5,000.

C. Fiscal Agent

1. As the primary applicant and recipient of the Grant, MCDEM shall be the fiscal agent and the lead agency with regards to the use of Grant funds in the STC Program. All fiscal matters regarding the Grant funds and its use in the STC Program shall be managed and overseen by MCDEM. Further, the procurement of any equipment and

services, including trainings and exercises, acquired with Grant funds shall be managed and overseen by MCDEM. Each Participant hereby acknowledges and agrees that a certain amount of the total Grant amount allocated per year by the Grantor for the STC Program shall be retained by MCDEM as reimbursement for expenses incurred (i.e. personnel and related expenses) in connection with its role as applicant/recipient/fiscal agent of the Grant and the management and administration of the Grant in relation thereto.

2. Each Participant hereby agrees to cooperate in good faith with MCDEM in the execution of the duties as fiscal agent and lead agency in connection with the Grant funds. MCDEM's duties include, without limitation, the following:

a. Manage the daily administration of the STC Program and the Grant and assign its personnel as may be necessary for such administration.

b. Submit applications to the Grantor for annual Grant allocations to the STC Program and submit any necessary reports required under the Grant.

c. Serve as the primary point of contact for the STC Program with the Grantor and obtain all necessary Grantor approvals regarding eligible costs for STC Program activities.

d. Oversee compliance with all Grant laws and regulations with respect to the use of Grant funds in the STC Program and communicate with Participants regarding their respective compliance with such laws and regulations.

e. Manage all procurement activities related to the Grant funds used in the STC Program and coordinate with Participants the distribution of equipment, source materials, training, and exercise schedules.

f. Conduct periodic inspections and audits of all materials, equipment, and other assets acquired with Grant funds.

g. Provide technical guidance to Participants regarding Grant rules and regulations as it pertains to the STC program.

h. Manage the fiscal operations involving DHS Grant funds in accordance with Maricopa County Grant guidelines.

III. Use of Grant Funds

A. Generally

1. The Grantor intends to support PRND operations and activities in Maricopa County through a four-phased STC Program by allocating Grant funds on an annual basis to the MCDEM for use in the STC Program. Each annual allocation shall be

awarded based on applications for such awards. Each Participant shall assist in the development of project objectives and goals which shall be included in the applications that form the basis of the Grant allocations, and each Participant shall actively participate in achieving such stated objectives and goals.

2. Any and all equipment and services (including trainings and exercises) acquired with Grant funds for the STC Program shall be used by each Participant exclusively and solely for the benefit of the STC Program and in accordance with the objectives and goals as stated in the Grant applications as approved by the Grantor. Further, each Participant's use of such equipment and services shall comply with the terms and conditions of the Grant, the Grantor's Grants Management Common Rule as codified in Title 44 Code of Federal Regulations (CFR) Part 13, policies and procedures as set forth by MCDEM as fiscal agent of the Grant, and all other applicable Grant rules and regulations as may be promulgated by the Grantor.

B. Equipment and Materials

The procurement of all equipment and materials acquired through the federal procurement process or with Grant funds ("Equipment") shall be the sole responsibility of MCDEM. In accordance with Grant regulations, title to such Equipment shall vest in MCDEM as the Recipient of Grant funds.

1. Authorize to Use

MCDEM shall maintain all Equipment in its sole possession until such Equipment is distributed to Participants upon approval of such distribution by the Executive Committee and MCDEM. Upon such approval, the Equipment shall be distributed to the Participant. Participant shall be on the following terms, without limitation:

a. Participant shall maintain and inventory the Equipment in accordance with the provisions set forth in 44 CFR §13.32.

b. The Equipment shall be used strictly in connection with the STC program and as directed by MCDEM.

c. The Equipment shall be safeguarded and inventoried in accordance with procedures prescribed and approved by MCDEM, the Executive Committee, and the Grantor, and shall not be replaced or removed without prior written consent of MCDEM.

d. Participant shall be solely responsible for maintaining, inspecting, and inventorying the Equipment. Any and all maintenance, repairs, removal, replacement, calibration, inventorying, or any other maintenance and safekeeping activities involving the Equipment shall be coordinated through MCDEM, shall require the prior written consent of MCDEM, and shall be undertaken only by personnel authorized and deemed

qualified by MCDEM. Maintenance costs for equipment not purchased through the STC program shall not be deemed eligible for reimbursement.

e. Access to Equipment (including access for maintenance and inspections) shall be strictly limited to personnel, time, place, and manner as authorized by MCDEM. Only personnel trained for the purpose of the STC program will be issued STC-funded equipment and will use issued equipment for STC program mission within Maricopa County.

f. MCDEM and/or the Grantor shall have the right to access and inspect the Equipment at any time as may be deemed necessary, including conducting regularly scheduled monitoring visits.

g. This MOU may be terminated at any time at the sole discretion of MCDEM. The agreement shall terminate upon the Participant's breach of the any of the terms or upon Participant's withdrawal from the STC program. Upon termination, the Equipment shall be immediately returned in good working order to MCDEM. If the termination is a result of a Participant withdrawal from the STC program, the Equipment shall be returned in good working order to MCDEM no later than 60 days prior to the withdrawal date.

h. Participant shall execute any additional documents regarding the use and safekeeping of the Equipment as may be deemed necessary by MCDEM prior to taking possession of the Equipment.

2. Requests for Equipment

Requests to acquire specific Equipment for a Participant shall be made to the appropriate Subcommittee accompanied with an explanation and justification for the Equipment. All recommendations of the Subcommittee shall be forwarded to the Executive Committee for approval. The Participant shall have the right to appeal a recommendation of the Subcommittee to the Executive Committee. All decisions of the Executive Committee shall be deemed final.

C. Trainings, Drills, and Exercises

1. Each Participant shall ensure that its designated authorized representatives shall complete all required trainings, drills, and exercises as approved by the Grantor for the STC Program. Participant hereby acknowledges that completion of such trainings, drills, and exercises is required for continued participation in the STC Program. Coordination of such trainings, drills, and exercises between the Grantor and the STC Program shall be the responsibility of MCDEM, and coordination for attendance of each Participant's representatives to such trainings, drills, and exercises shall be the responsibility of each respective Participant. Participant requests for trainings, drills, and exercises that are in addition to pre-approved Grantor trainings, drills, and

exercises shall be subject to prior review and approval by the Executive Committee, MCDEM, and the Grantor.

2. Grant reimbursement of Participant costs associated with STC program trainings, drills, and exercises shall be limited strictly to backfill and overtime costs directly resulting from Participant's representatives' attendance at such trainings, drills, and exercises and based on the respective Participant's current overtime rate based on the classification of its attending representatives ("Overtime Reimbursement"). Overtime Reimbursement shall be conditioned on Participant's timely submission of documentation to MCDEM as set forth below. Participant shall prepare, maintain, and provide to MCDEM reimbursement request cover letter, payroll reports, timesheets, and any other supporting documentation as necessary to fully and accurately evidence time expended by Participant's representatives and backfill/overtime costs incurred for which Overtime Reimbursement is requested. All such supporting documentation shall satisfy applicable Federal, State, and MCDEM audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Participant. MCDEM may request, in writing, changes to the content and format of such documentation at any time, and MCDEM reserves the right to request additional supporting documentation to substantiate costs incurred at any time. All such documentation must be submitted to MCDEM within thirty (30) days after attendance/participation at such approved training, drills, or exercise. Send scanned documentation to EMGSTC@maricopa.gov for processing and reimbursement.

D. Recordkeeping, Inspections, and Reports

1. Records, in their original form, shall be maintained in accordance with requirements prescribed by MCDEM and the Grantor with respect to all matters related to the Grant and the STC Program. Such records shall be retained for a period of six (6) years after Final Close Out of the Grant. The County will notify Subrecipients of the final Close Out date. "Pending matters" include, but are not limited to, an audit, litigation, or other actions involving records.

2. At any time during normal business hours and as often as the Grantor and MCDEM may deem necessary, Participant shall make available for examination all of its records with respect to all matters regarding the STC Program. Participant hereby gives the Grantor and MCDEM, through any authorized representative, access to, and the right to examine, audit, and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant funds and the STC Program. The access and inspections rights set forth herein shall include access to applicable facilities, personnel, and other individuals and information as may be necessary and as required by the Grantor, MCDEM, and applicable Grant and STC Program rules, regulations and policies.

3. Participant agrees to submit timely (not to exceed 30 days), complete, and accurate reports to MCDEM as may be required under the Grant and the STC Program. Participant shall comply with all other special reporting, data collection, and evaluation

requirements as prescribed by law or detailed in applicable Grant regulations and guidance. Further, Participant shall cooperate with any compliance review or complaint investigation conducted by the Grantor and MCDEM in connection with the STC Program.

IV. Miscellaneous

A. Term, Modification, and Withdrawal

1. The term of this MOU shall commence upon execution of this MOU by all of the Principal Partners and shall remain in effect for the duration of the performance period of the Grant, as may be extended or renewed by the Grantor. This MOU may be modified at any time by written consent of all Participants. Modifications to this MOU shall have no effect unless such modifications are in writing and signed by an authorized representative of each of the Participants bound by this MOU.

2. Any Participant may withdraw from the STC Program and this MOU at any time by written notification to MCDEM. Any such withdrawal shall be effective 30 days after delivery of written notification of such withdrawal and all STC equipment will be returned to MCDEM within 30 days after written notification.

B. Confidentiality

1. The Participants will exchange various kinds of information pursuant to their respective participation in STC Program. Such information may include, without limitation, data, strategies, operational procedures, and various identifying information. All data and information related to the STC program is considered confidential. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. Each Participant agrees that, subject to applicable laws concerning public records:

a. It shall keep all information that is exchanged between the Participants in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.

b. It shall provide written instructions to all of its employees with access to information provided under the STC Program of the confidential nature of the information and of the penalties for unauthorized use or disclosure.

c. It shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.

d. It shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of

destroying confidential information by shredding, burning, or certified witnessed destruction. Magnetic media are to be degaussed or returned to MCDEM.

e. It shall not disclose said information to any third-party entity or individual without the express prior written consent of MCDEM and the Grantor.

f. It shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each Participant shall notify the other of any changes in that designation.

2. Any breach of the confidentiality provisions set forth in this section shall subject the breaching Participant to removal from the STC Program.

C. Press Releases, Publications, Logos

All press releases and publications or dissemination of any information regarding the STC Program shall be coordinated solely through MCDEM. Participant shall obtain written approval from MCDEM prior to using any Grantor seal(s), logos, crests, reproductions of flags, or likenesses of Grantor agency officials.

D. Liability and Indemnity

1. No Liability. County and its officers, officials, agents, and employees shall not be liable for any act or omission by the City of Surprise and its officers, officials, agents, employees, or volunteers that occurs in connection with this MOU, and County shall not be liable for any purchase or other agreement made by the City of Surprise in connection with this Agreement or in anticipation of reimbursement. Likewise, the City of Surprise and its officers, officials, agents, and employees shall not be liable for any act or omission by Maricopa County and its officers, officials, agents, employees, or volunteers that occurs in connection with this Agreement. Nothing in this Agreement may be construed as creating a partnership, joint venture, or any other agency-type relationship between County and the City of Surprise. The City of Surprise is not an officer, employee, or agent of County.

2. Indemnification. To the extent permitted by law, Maricopa County and the City of Surprise, as mutual indemnitors, agree to indemnify, defend, and hold harmless each other, 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 are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers related to the performance of this Agreement.

E. Rights Created

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this MOU shall not create any rights in any party other than the Participants and the Grantor.

F. Cancellation. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

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Dated this 3 day of January, 2024



Bob Wingenroth, City Manager

Dated this 5th day of March, 2024



Jack Sellers, Chairman
Board of Supervisors

ATTEST:



Kristi Passarelli, City Clerk

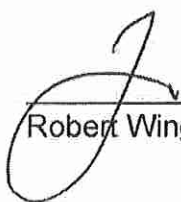
ATTEST:



Clerk of the Board

MAR 05 2024
020724

APPROVED AS TO FORM:



Robert Wingo, City Attorney



County Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 1

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

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 303603, requested by Jose Anotnio Salazar, for Chef Peter's Bistro @ The Chuck Wagon for Series 12 Liquor License. Chef Peter's Bistro @ The Chuck Wagon is located at 17200 W Bell Road, Surprise, AZ 85374.

Motion:

I move to recommend approval of application No. 303603 to the Arizona Department of Liquor Licenses and Control.

Background:

The City has received an application for a new Series 12 liquor license for A Chef Peter's Bistro @ The Chuck Wagon is located at 17200 W Bell Road, Surprise, AZ 85374. The City Clerk's Office has posted the appropriate notice as required by law. No written arguments in favor of or opposed to the issuance of the license have been received by the Clerk's Office within the twenty days after the date of posting the notice.

The application has also been disseminated to the Community Development Department, Finance Department, Surprise Police Department, and Surprise Fire and Medical Department for review. Those departments have submitted memoranda which are attached to this item.

Objective Analysis:

Pursuant to state law, the City Council shall enter an order recommending approval or disapproval within sixty days after the filing of the application and shall file a certified copy of the order with the director. If the City Council recommends approval of the license a hearing before the state Liquor License Board is not required unless the director, the board or any aggrieved party requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval shall be attached to the order and the state Liquor License Board will hold a hearing.

Policy Compliant:

The Liquor License process is controlled by state law. The steps taken by the City Clerk's Office and this public hearing comply with, and fulfill the City's legal obligation under, applicable state law.

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. Finance - CHEF PETER HT LLC_17200 W BELL RD
 2. Fire - 17200 W Bell Rd Chef Peters Bistro liquor license
 3. PD - Chef Peters Bistro at The Chuck Box
-



MEMO

Date: 08/14/2024

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Lillian Nieto, Business Compliance Specialist

RE: Liquor License Application – Chef Peter HT LLC- 17200 W Bell Rd

Business License Status:

- ☐ Application link emailed on .
- ☒ License # 1026088 , current and valid for 12/31/24 .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



Surprise Fire-Medical Department

14250 W. Statler Plaza Ste. 101

Surprise, AZ 85374-7479

Phone: 623-222-5000

Fax: 623-222-5001



August 21, 2024

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Chef Peter's Bistro
17200 W Bell Rd

The Surprise Fire-Medical Department recently reviewed plans included with the Liquor License Request for the above referenced location to ensure compliance with the applicable fire codes within the tenant space. Based on the plans submitted we have no comments at this time.

If you have any questions feel free to contact me.

Keith Tanner, Fire Marshal
Community Risk Reduction Division

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: August 28, 2024

New License Number – 303603

New Series #12 – LLC

APPLICANT:

Chef Peter's Bistro @ The Chuck Wagon

17200 W Bell Road

Surprise, Arizona 85374

FINDINGS:

1) *Evidence concerning the nature of the proposed business, its potential market and its likely customers.*

Chef Peter's Bistro, LLC will be occupying a pre-existing restaurant in the Happy Trails Community. Chef Peter's Bistro, LLC will have a full menu from breakfast to dinner specializing in American cuisine and Special Daily Cuisine, although the menu currently only has the American cuisine listed. The capacity will be 190 persons, including 10 in the designated bar area. Chef Peter's Bistro potential customers should be residents from the Happy Trails as well as from the general public.

2) *Effect of vehicular traffic in close proximity.*

The addition of this liquor license should have no altering effect on vehicular traffic. There is adequate parking for the restaurant, with main access off Bell Road for all persons.

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.*

In the last five years, there have been no major incidents noted at The Chuck Box including liquor violations or assaults. There was one former employee who was made to leave over a work matter dispute.

4) *Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.*

There is the Great Eagle Golf Club, which has a series 12 liquor license within the resort as well, and they close by 8 PM. Chef Peter's Bistro, LLC is in a gated community with a guard shack, and 24-hour security throughout the community. Currently the summer hours of operation will be until 1 PM and closed on Mondays. The fall and winter season will have the restaurant open until approximately 8 PM and never past 10 PM due to resort rules.

5) *Appropriateness of series license requested.*

A series 12 license is appropriate and applicable for Chef Peter's Bistro, LLC at the Happy Trails Resort per state guidelines for restaurants.

Submitted by Officer C. E. Tovar #2059



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024
Submitting Department: Public Works
Staff Recommendations:

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

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

Agenda Wording:

Consideration and action pertaining to ordering the formation of the street lighting improvements district known as the City of Surprise, Arizona, SU-EllenRanch218 Lighting Improvement District as described in Resolution #2024-101; Resolution #2024-122.

Motion:

I move to approve Resolution #2024-122.

Background:

On August 6th, 2024, after considering a petition submitted by a majority of property owners within the proposed district, the City Council adopted Resolution No. 2024-101 to establish the City of Surprise, Arizona SU-ELLENRANCH218 Lighting Improvement District. The petition for the formation of the district was signed by a majority of the property owners within the boundaries of 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 streetlights through a property tax. All new developments in the City of Surprise require a SLID.

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:

Once the SLID is illuminated, the City will begin levying 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 No 2024-122 - SLID ad valorem majority Ellen Ranch 2nd reading_FINAL
 2. 02 Resolution 2024-101 - SLID ad valorem majority 1st reading-ellen ranch_FINAL
 3. 03 PETITION
 4. 04 STREETLIGHT PLAN UPDATE
 5. 05 Ellen Ranch_Exhibit SLIDS
 6. 06 Res2024-122 - Ellen Ranch SLID - Presentation
-

RESOLUTION # 2024-122

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ORDERING THE FORMATION OF THE PROPOSED STREET LIGHTING IMPROVEMENTS DESCRIBED IN RESOLUTION NO. 2024-101 DECLARING ITS INTENTION TO ESTABLISH THE “CITY OF SURPRISE, ARIZONA, SU-ELLENRANCH218 LIGHTING IMPROVEMENT DISTRICT.”

WHEREAS, on August 6th, 2024, the City Council adopted Resolution No. 2024-101 (the “Resolution”) declaring its intention to establish the CITY OF SURPRISE, ARIZONA, SU- EllenRanch218 LIGHTING IMPROVEMENT DISTRICT (the “District”), to purchase energy for lighting the public streets and parks in the area within the corporate limits of the City of Surprise, Arizona, as described in Exhibit A and depicted on Exhibit B attached thereto;

WHEREAS, the original petition for formation of the District was signed by a majority of the real property owners in the District;

WHEREAS, following the adoption of the Resolution, the City, in accordance with A.R.S. §§ 48-615 to -617 and -578, caused the Resolution to be published and posted in a newspaper and along the District’s boundaries to provide notice of the opportunity to protest the formation of the District; and

WHEREAS, no protests sufficient to bar further proceedings pursuant to A.R.S. § 47-579 were received.

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

Section 1. Pursuant to A.R.S. §§ 48-581(A) and -615 to -617, and in accordance with Resolution No. 2024-101, the City does hereby order the street lighting improvements described in Resolution No. 2024-101 to proceed for the “CITY OF SURPRISE, ARIZONA, SU-EllenRanch218 LIGHTING IMPROVEMENT DISTRICT,” as described in Exhibit A and depicted on Exhibit B attached hereto.

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

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.

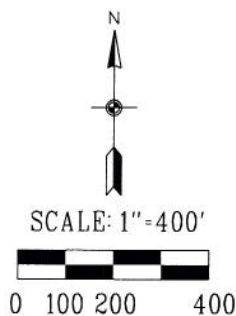
End of description



EXHIBIT B

Map

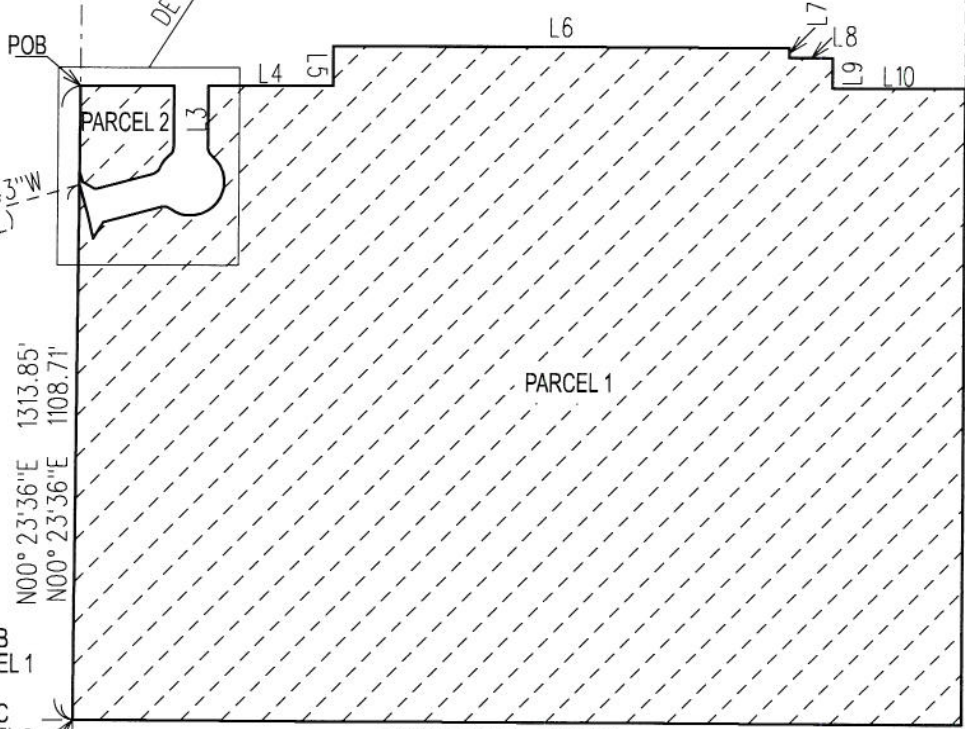
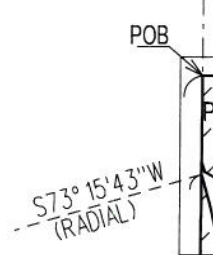
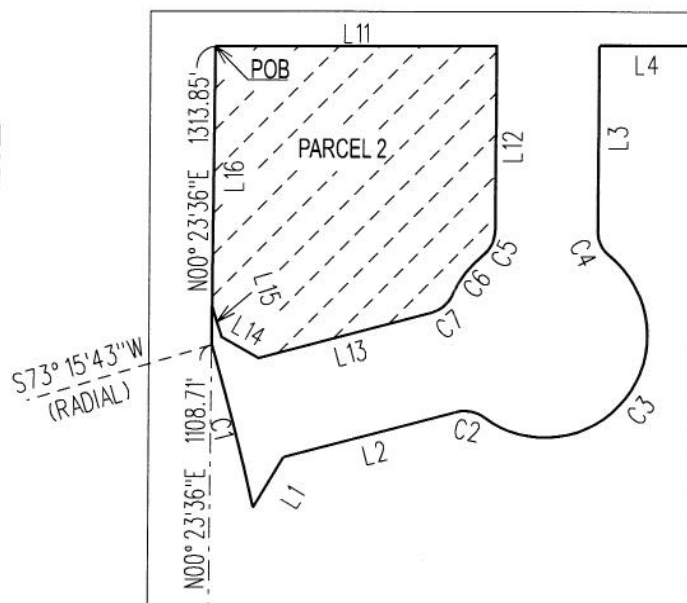
EXHIBIT "B"



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

HAPPY VALLEY ROAD

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

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.

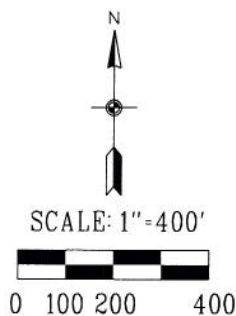
Containing 0.858 acres, more or less.

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

End of description



EXHIBIT "B"

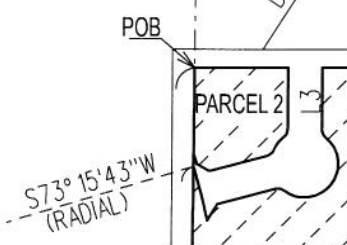
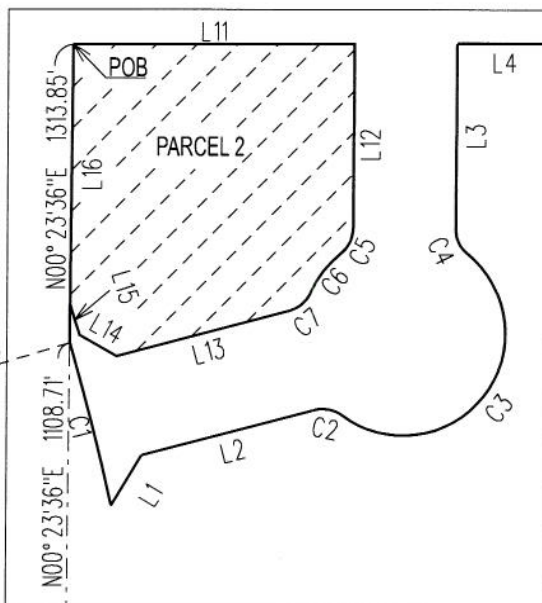


W 1/4 COR
SEC 6
T4N, R1W

163rd AVENUE

N00° 23' 36" E 2635.15'

S73° 15' 43" W
(RADIAL)



S73° 15' 43" W
(RADIAL)

POB

PARCEL 2



SW COR
SEC 6
T4N, R1W

POB
PARCEL 1
&
POC
PARCEL 2

N00° 23' 36" E 1313.85'
N00° 23' 36" E 1108.71'

N89° 45' 12" W 1850.96'
HAPPY VALLEY ROAD

PARCEL 1

NORTH-SOUTH
MIDSECTION LINE

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.

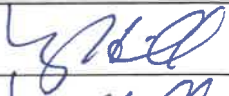
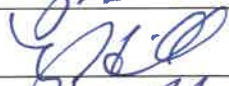
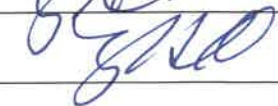
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and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

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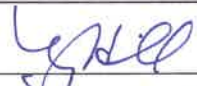
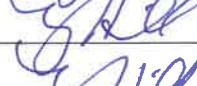
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SU-EllenRanch218

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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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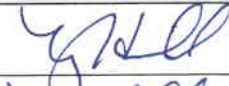
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SU-EllenRanch218

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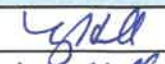
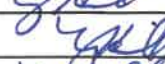
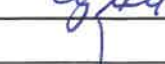
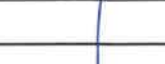
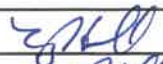
PETITIONERS: Please print and sign your name

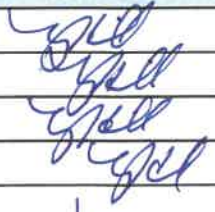
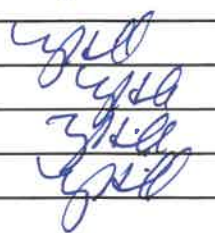
PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
Meritage Home of Arizona, INC	Tract K	507-09-473	
Meritage Home of Arizona, INC	Tract L	507-09-474	
Meritage Home of Arizona, INC	Tract M	507-09-475	
Meritage Home of Arizona, INC	Tract N	507-09-476	

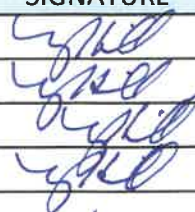
Meritage Home of
Arizona, INC

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 <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 Stepped	40 ft.	\$ 26.09	\$ 4.13	
			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.

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.
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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

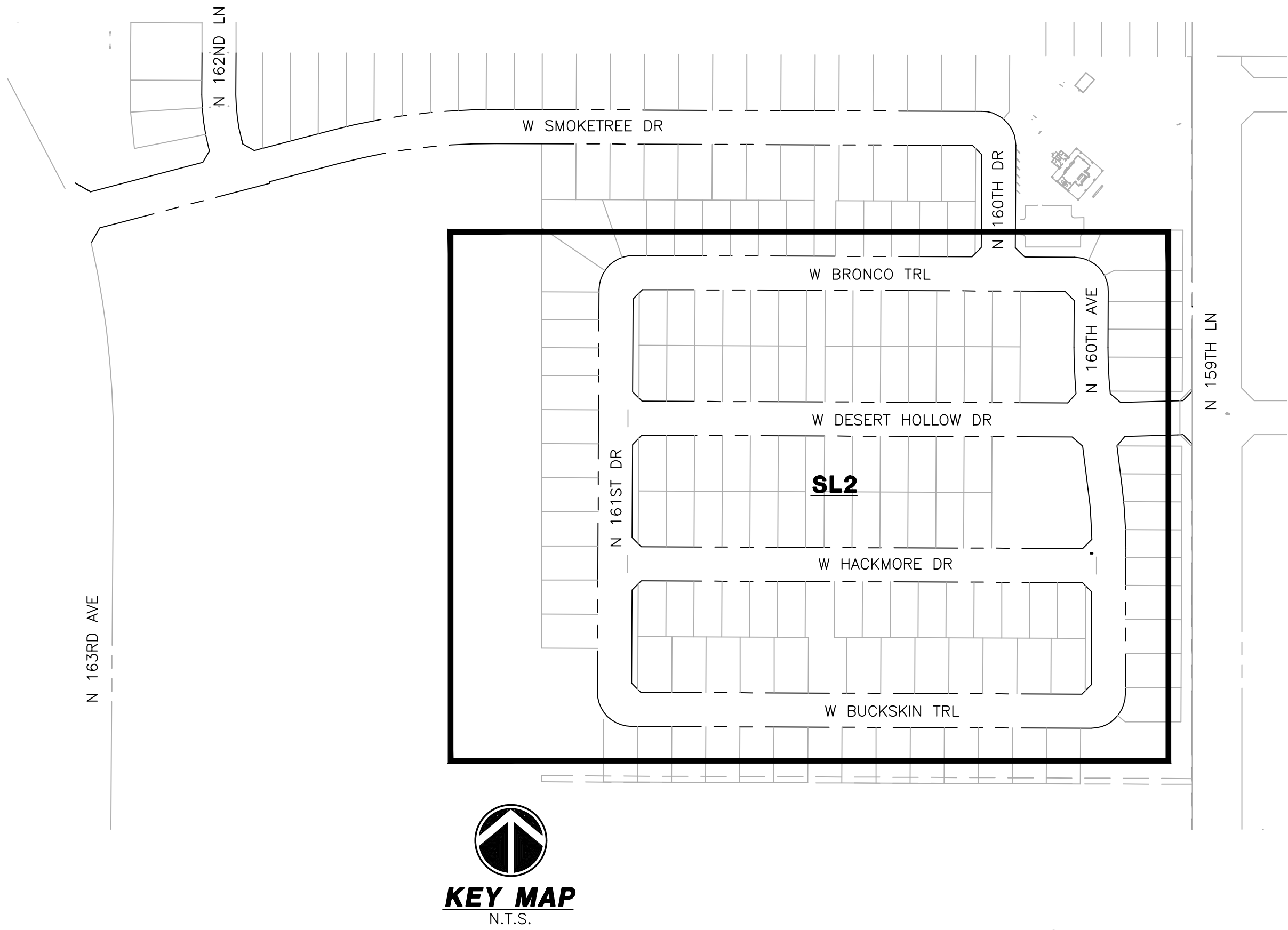
*PER UTILITY COMPANY REQUIREMENTS

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

POWER CONDUIT NOTE

TRENCH & CONDUIT RUNS FROM STREET LIGHT PULL BOX TO POINT OF ELECTRICAL SERVICE WILL BE DESIGNED BY THE POWER COMPANY, AND ARE SHOWN ON POWER COMPANY PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE PLANS FROM DEVELOPER/OWNER, AND INCLUDE THESE RUNS IN THE BID. COORDINATE THIS WORK WITH THE POWER COMPANY.

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 RAINTREE DR, SUITE 300
SCOTTSDALE, AZ 85260
PHONE: (480) 515-8251
CONTACT: JASON JARVIS

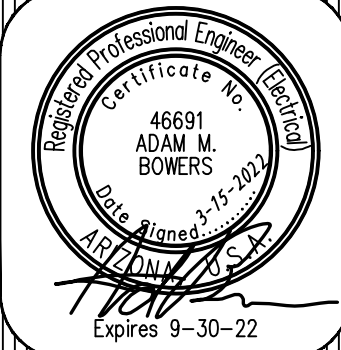


WRIGHT ENGINEERING
PROJECT NO:
21387
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

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

PROJECT: TITLE:
**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

FS22-0150

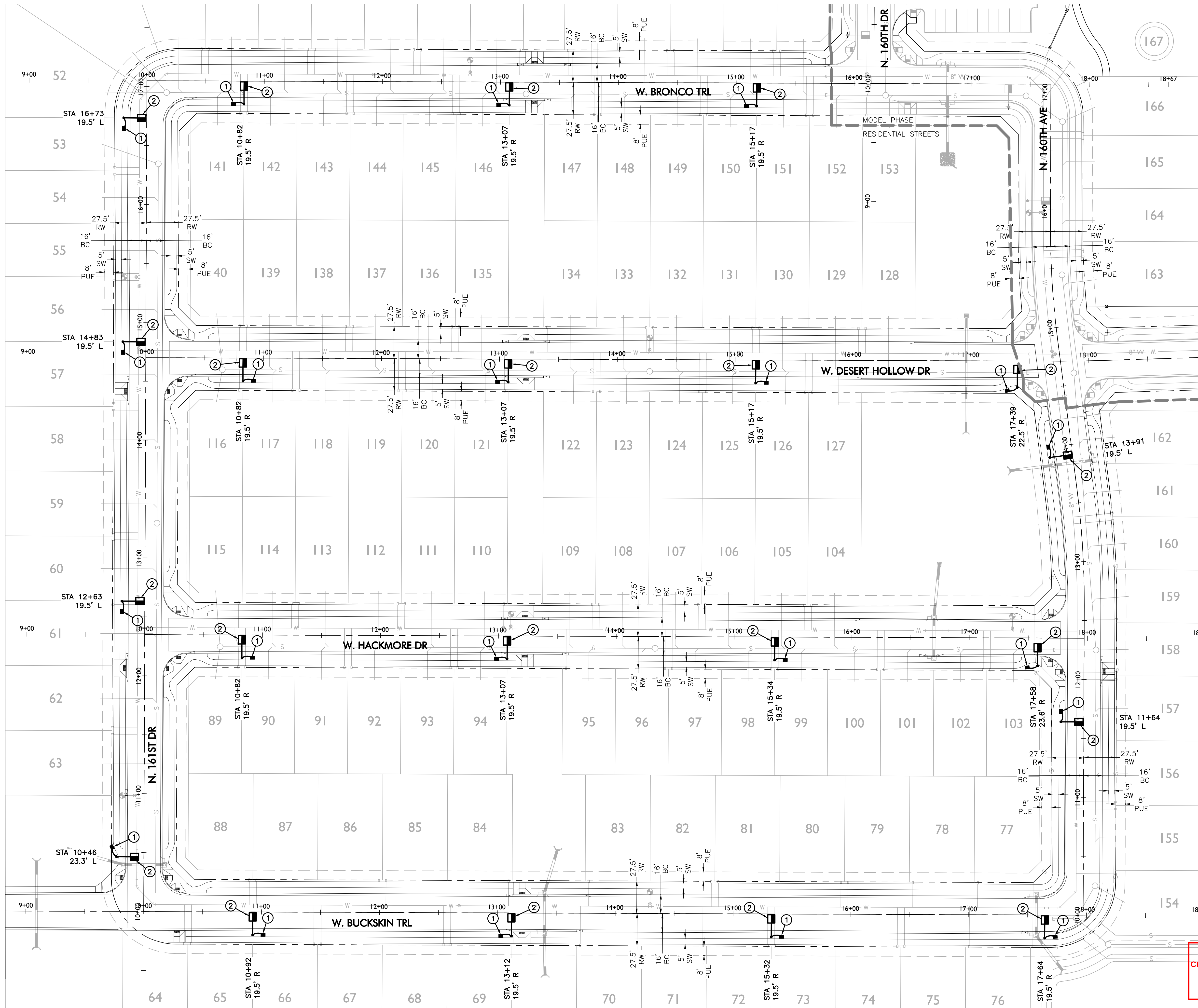
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CONSTRUCTION NOTES

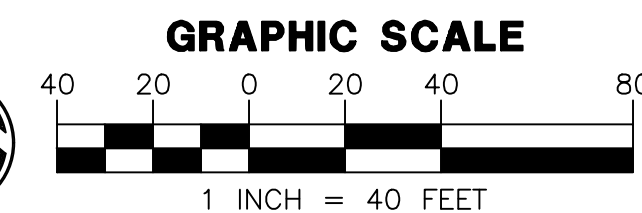
1. INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
2. 43W LED (4,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030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

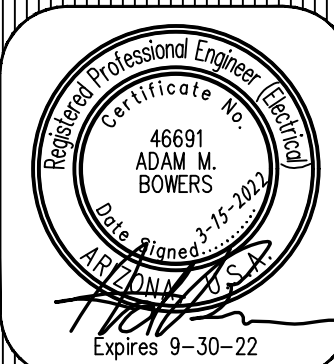
WRIGHT ENGINEERING
PROJECT NO:
21387
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

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:

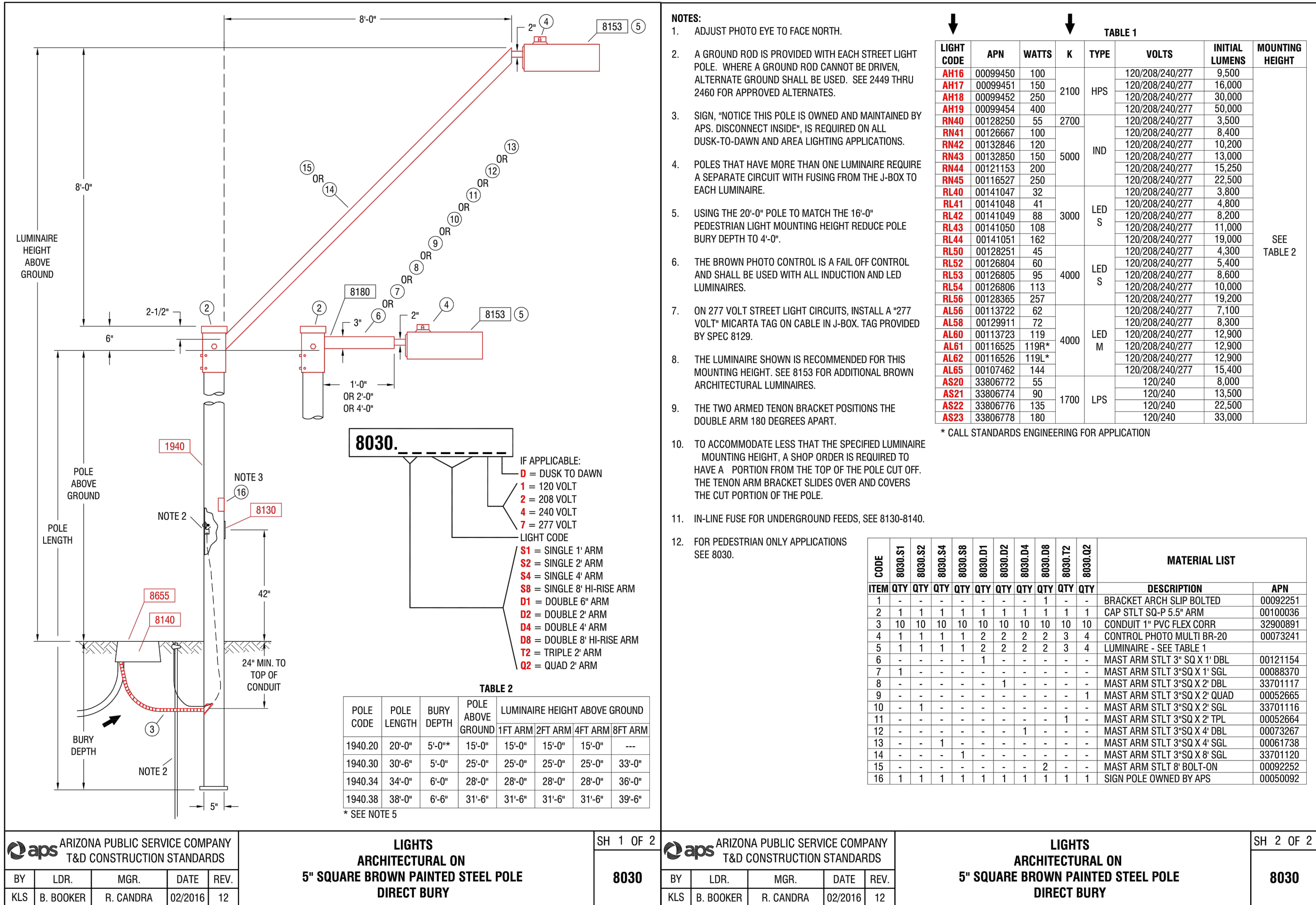
**SURPRISE, ARIZONA
ELLEN RANCH
RESIDENTIAL STREETS
STREET LIGHT PLAN**

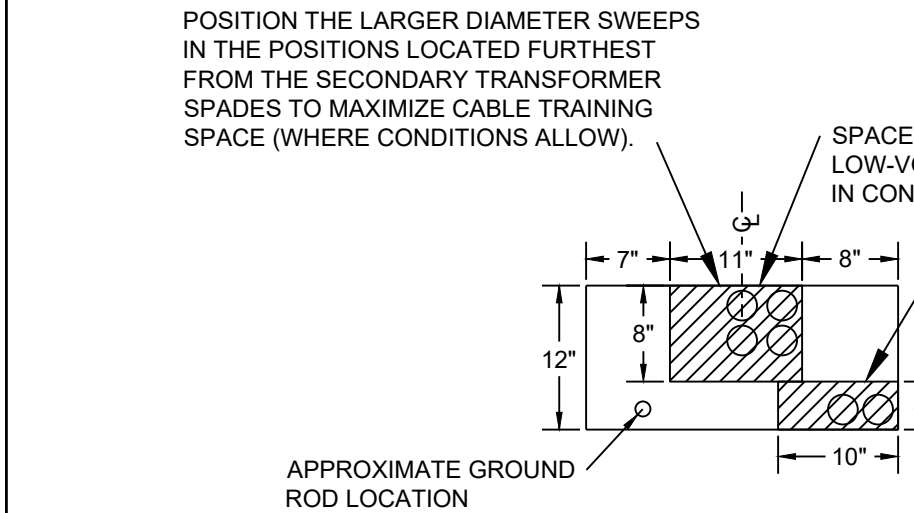
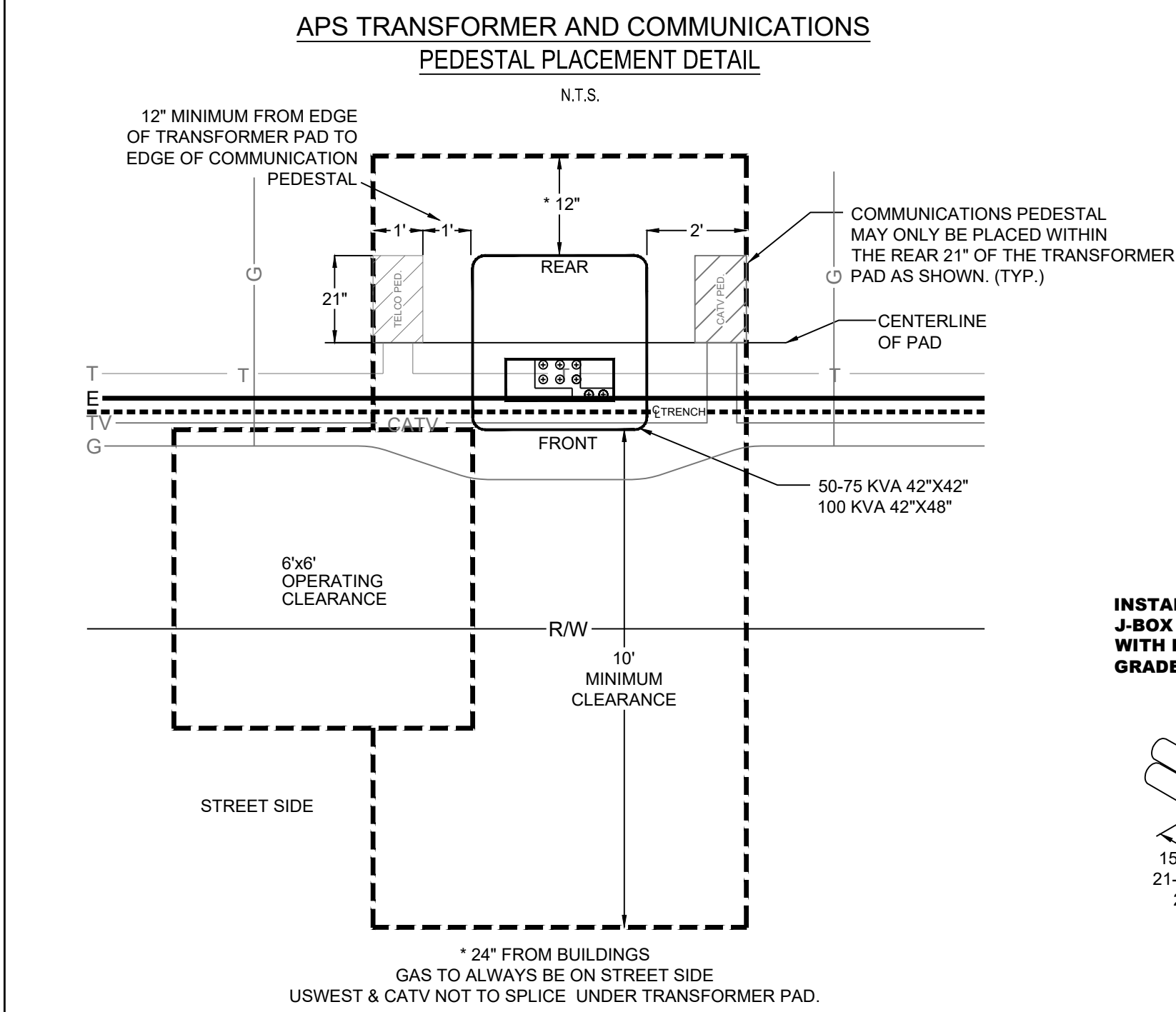
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
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2	OCT 2021	2ND SUBMITTAL
3	MAR 2022	3RD SUBMITTAL



DRAWING NO:
SL2
OF 3

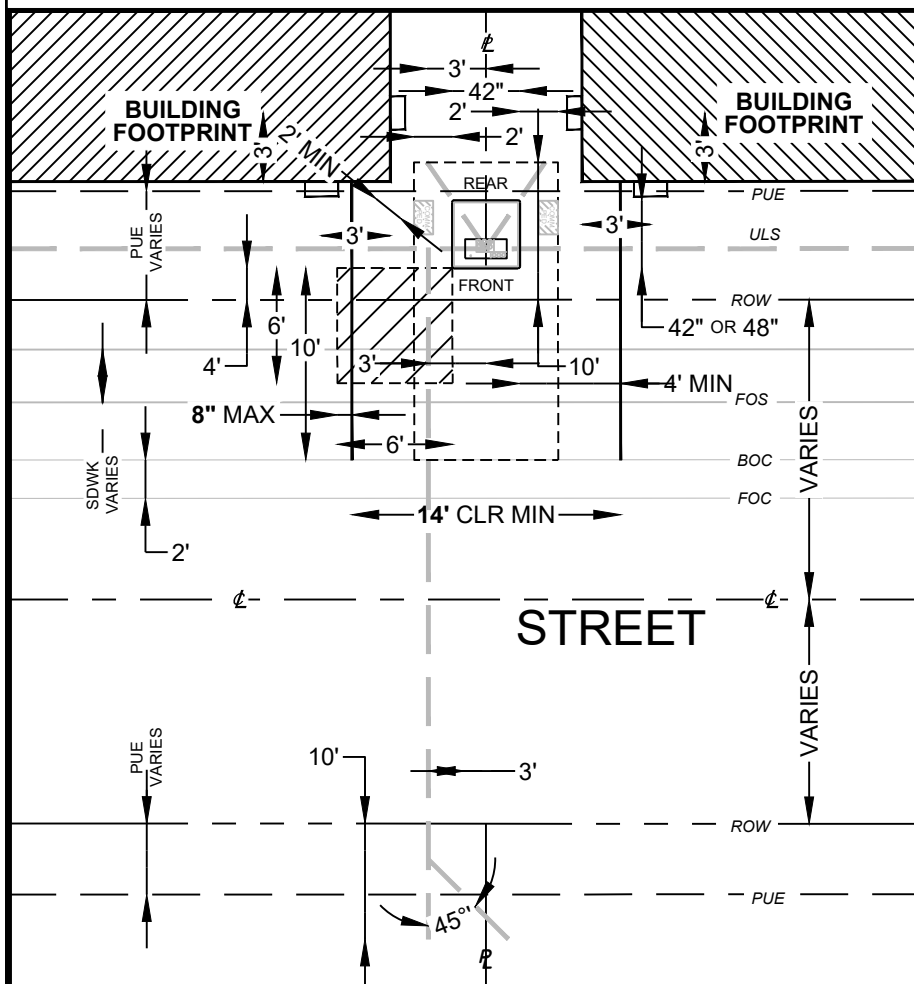
FS22-0150





TRANSFORMER PAD WINDOW

STRADDLING PROPERTY LINE AND TRENCH



DISCLAIMER

REVISED: 7/20/2021

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

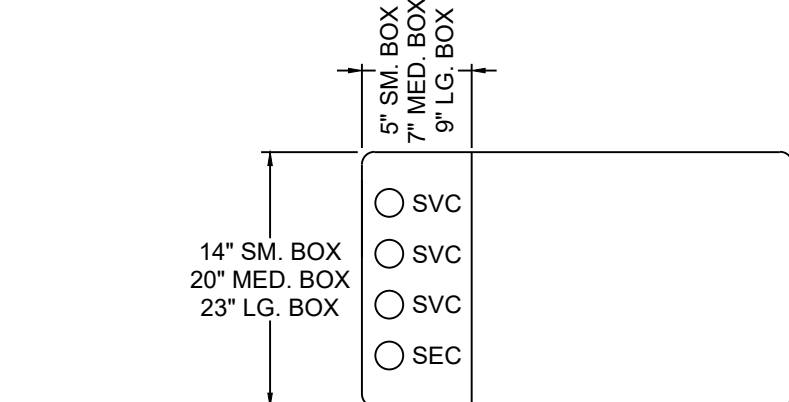
1. ALL DATA PROVIDED BY APS IS RESTRICTED TO USE AND REFERENCE ONLY TO THE SITE AND PROJECT FOR WHICH IT WAS ORIGINALLY PREPARED. ANY OTHER USES ARE PROHIBITED WITHOUT WRITTEN AUTHORIZATION FROM APS.
2. ANY USE OF ELECTRONIC DATA RECEIVED FROM APS BY RECIPIENT SHALL BE AT THE RECIPIENT'S FULL RISK. RECIPIENT 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.
3. 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.
4. 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.
5. 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

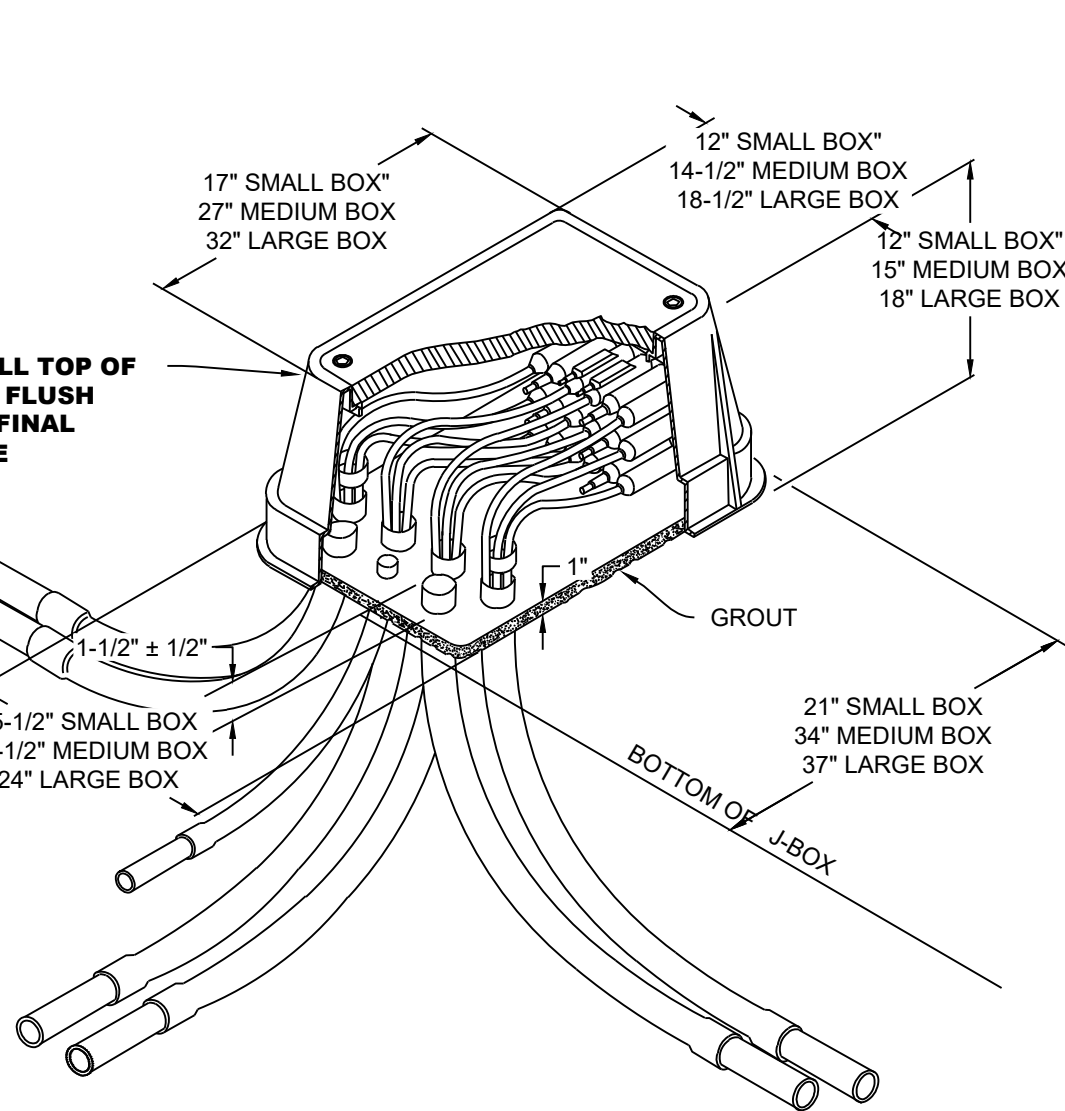
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05/30/2023

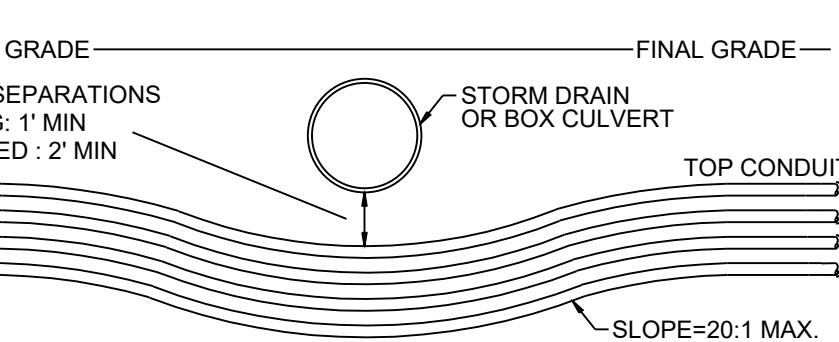
CITY OF SURPRISE ENGINEER DATE



INSTALL TOP OF J-BOX FLUSH WITH FINAL GRADE



8655-8657 LIGHT DUTY PLASTIC JUNCTION BOX



ELECTRICAL CONDUIT CLEARANCES UNDER STORM DRAIN OR BOX CULVERT

N.T.S.

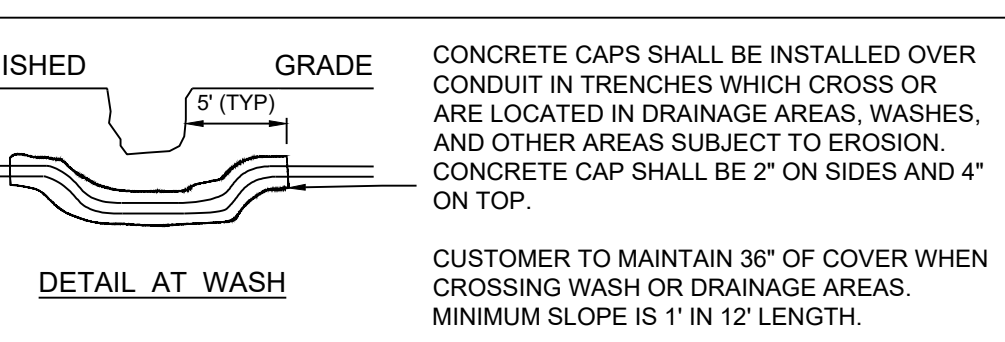
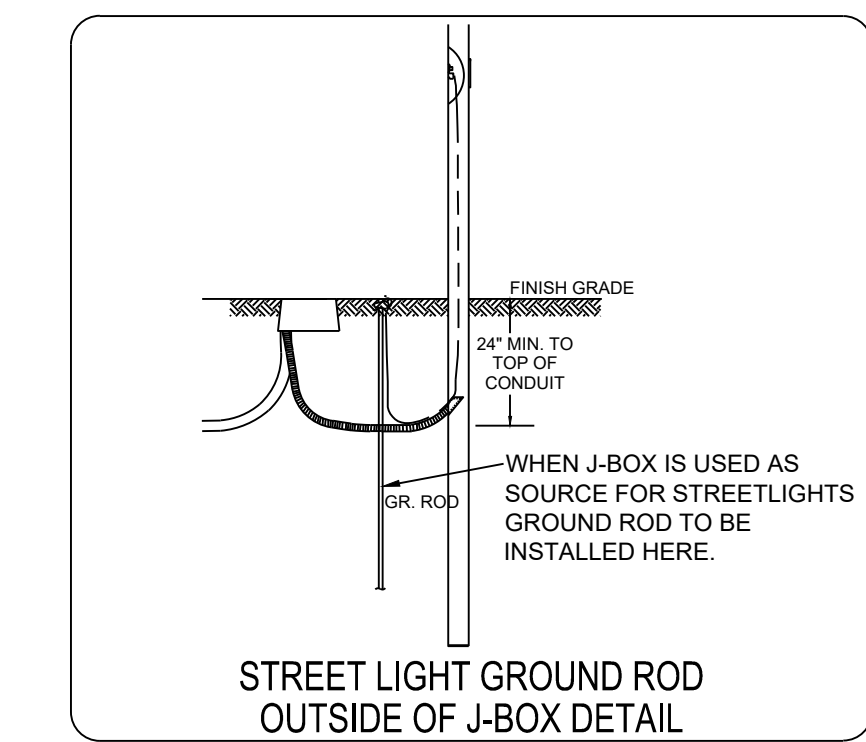
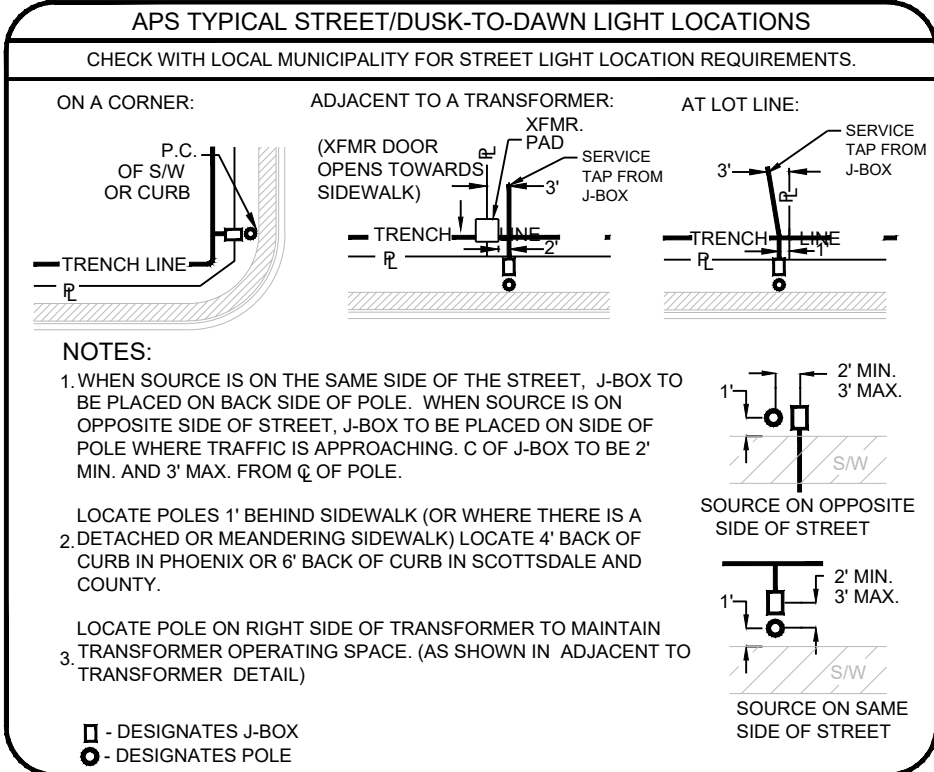
GENERAL NOTES FOR DRY UTILITY CONSTRUCTION

DETAIL 2-11

1. ALL UTILITY CONSTRUCTION SHALL CONFORM TO THE LATEST MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION AND TO THE CITY OF SURPRISE SUPPLEMENTS TO MAG.
2. ALL WORK PERFORMED IN THE CITY OF SURPRISE RIGHT-OF-WAY WILL REQUIRE AN APPROVED TRAFFIC CONTROL PERMIT ISSUED TO A BARRICADE COMPANY LICENSED TO WORK IN THE CITY OF SURPRISE.
3. ALL PUBLIC UTILITY COMPANIES' CONTRACTORS AND SUB-CONTRACTORS ARE REQUIRED TO OBTAIN A CITY OF SURPRISE BUSINESS LICENSE PRIOR TO THE PERFORMANCE OF ANY WORK.
4. PLAN APPROVAL BY THE CITY OF SURPRISE FOR COMPLIANCE WITH CITY REQUIREMENTS SHALL NOT PREVENT THE CITY FROM REQUIRING THE CORRECTION OF ERRORS FOUND TO BE IN VIOLATION OF ANY LAW, ORDINANCE, OR CITY OF SURPRISE REQUIREMENT FOR UTILITY CONSTRUCTION IN THE RIGHT-OF-WAY.
5. THE CONTRACTOR OR UTILITY COMPANY MUST HAVE A COPY OF THE APPROVED/STAMPED CONSTRUCTION PLANS AND APPROVED TRAFFIC CONTROL PLAN AT THE PROJECT SITE AT ALL TIMES.
6. ALL UTILITIES CROSSING STREETS OR ROADS MUST BE DIRECTIONAL BORED WHERE POSSIBLE. PERMISSION TO BORE AND TO OPEN CUT EXISTING PAVEMENT REQUIRES SPECIFIC PLAN APPROVAL AND RIGHT-OF-WAY PERMIT FOR THE PROPOSED CONSTRUCTION.
7. PRIOR TO STARTING ANY WORK IN A MAJOR ARTERIAL OR COLLECTOR STREET, THE UTILITY COMPANY OR SUB-CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY OF SURPRISE CIVIL CONSTRUCTION INSPECTION PERSONNEL. SEE PERMIT FOR CONTACT INFORMATION.
8. THE CITY OF SURPRISE DOES NOT WARRANT ANY OF THE QUANTITIES SHOWN ON THESE PLANS.
9. THE UTILITY COMPANY SHALL CONTACT THE CITY OF SURPRISE CIVIL CONSTRUCTION INSPECTION PERSONNEL A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY WORK. THE PERMIT NUMBER AND LOCATION MUST BE PROVIDED IN ORDER TO SCHEDULE INSPECTIONS.
10. ALL WORK REQUIRING ASPHALT REPLACEMENT, CONCRETE REPLACEMENT, OR RESURFACING, IN THE CITY OF SURPRISE RIGHT-OF-WAY, WILL REQUIRE A FINAL INSPECTION WITH THE UTILITY COMPANY REPRESENTATIVE AT THE TIME OF COMPLETION.
11. MAINTAIN THE FOLLOWING MINIMUM SEPARATIONS: SIX (6) FEET HORIZONTAL FROM WATER AND SEWER MAINS, AND TWO (2) FEET HORIZONTAL FROM ALL OTHER UTILITIES. MAINTAIN A MINIMUM OF ONE (1) FOOT VERTICAL SEPARATION FROM ALL UTILITIES. ALL DISTANCES ARE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
12. ALL POTHOLES FOR EXISTING UTILITY CROSSINGS OR SOIL BORINGS FOR FUTURE UTILITIES WILL BE REPAIRED PER MAG STANDARD DETAIL #212. THE CITY MAY REQUIRE ADDITIONAL REPAIRS, AS REQUIRED BY THE CIVIL ENGINEERING INSPECTOR.
13. THE FOLLOWING ITEMS SHALL BE APPROVED IN THE FIELD, TO ACCOUNT FOR UNFORESEEN CONDITIONS, BY THE CITY OF SURPRISE CIVIL ENGINEERING INSPECTOR:
 - BACKFILL AND COMPACTION
 - CONCRETE REPAIR AND CURING
 - ASPHALT REPAIR AND PAVEMENT MATCHING
14. ALL TRENCHES IN EXISTING AND FUTURE PAVEMENT ARE REQUIRED TO BE BACKFILLED WITH A MINIMUM OF ONE-HALF (½) SACK SLURRY CONTROLLED LOW STRENGTH MATERIAL PER MAG SECTIONS 604 AND 728.
15. ALL TRENCHING WITHIN TWO (2) FEET OF THE BACK OF CURB OR EDGE OF PAVEMENT WILL REQUIRE ABC COMPACTED TO NINETY-FIVE (95) PERCENT OR ONE-HALF (½) SACK SLURRY CONTROLLED LOW-STRENGTH MATERIAL PER MAG SECTIONS 604 AND 728.
16. ALL WORK THAT LIES WITHIN A DESIGNATED FLOODPLAIN AREA WILL REQUIRE A FLOODPLAIN USE PERMIT FROM THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY.
17. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY SHALL BE REPORTED TO THE CITY OF SURPRISE AND THE OWNER. REPAIR AND/OR REPLACEMENT IN KIND SHALL BE PER THE AGREEMENT WITH THE OWNER AND/OR THE CITY ON A CASE-BY-CASE BASIS.
18. THE MINIMUM DEPTH OF COVER FOR VARIOUS UTILITIES SHALL BE AS SHOWN BELOW. TEMPORARY PAVEMENT REPLACEMENT THAT USES COOL-MIX ASPHALT SHALL BE REPLACED NO LATER THAN SEVEN (7) CALENDAR DAYS AFTER INITIAL PLACEMENT.

TYPE DIRECT BURIAL CABLE FIBER OPTIC CABLE TELEVISION, TELEPHONE, CABLE, AND OTHER GAS

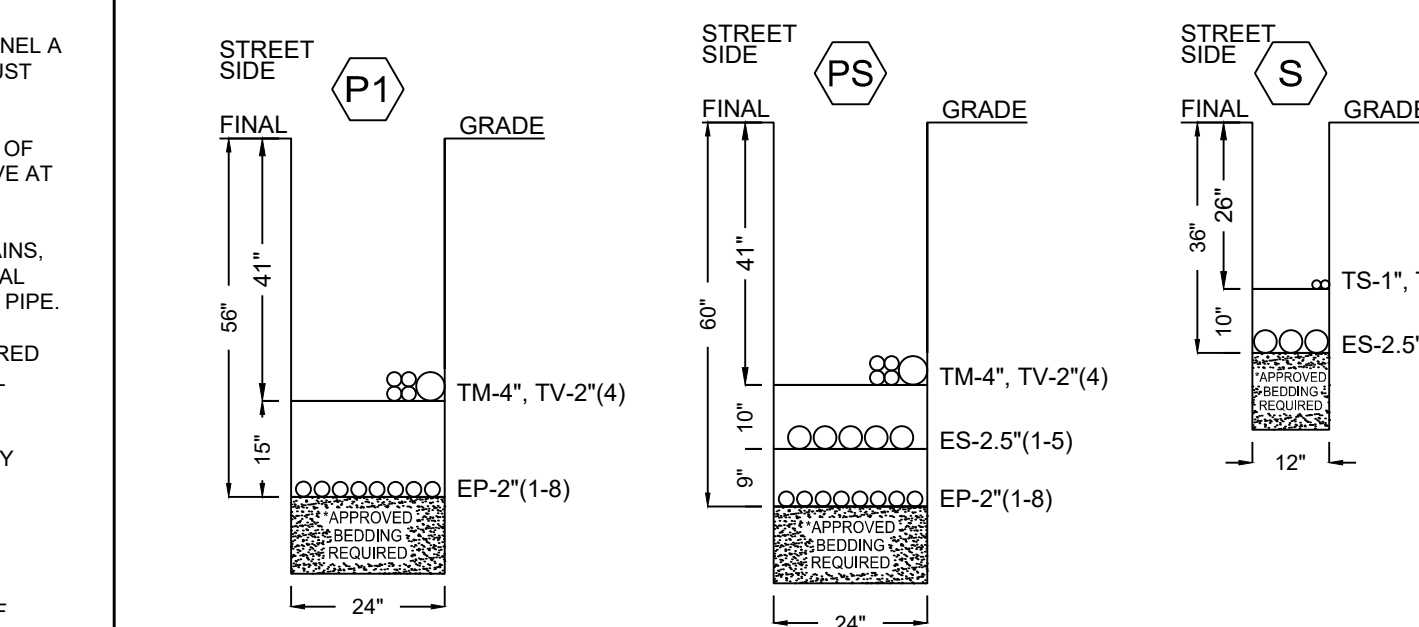
MINIMUM DEPTH 36" 36" 24" TO 36" 36"



NOTE: DEVELOPER IS RESPONSIBLE TO MAINTAIN 6" HORIZONTAL CLEARANCE FROM WATER AND SEWER MAIN, 3' FROM SERVICE TAP.

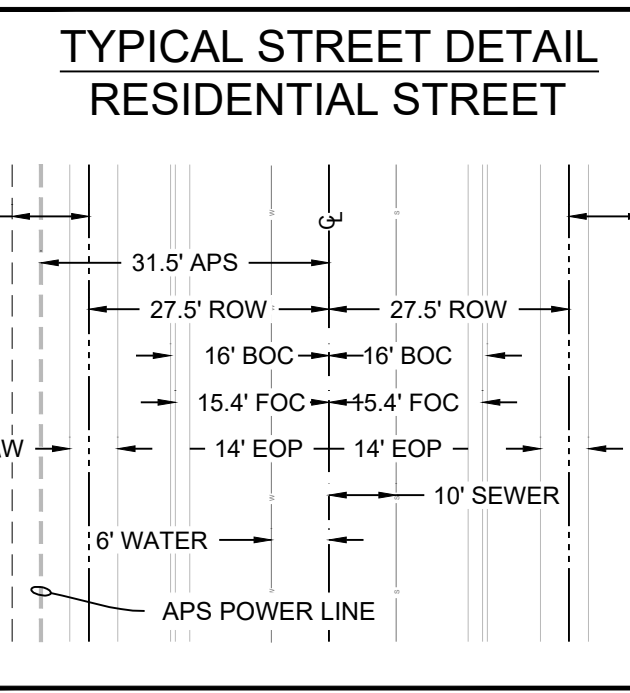
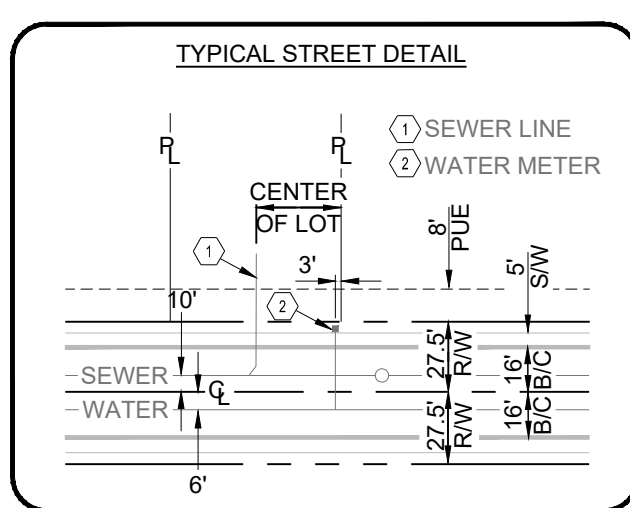
JOINT USE TRENCH DETAILS

MAINTAIN 2FT VERTICAL SEPARATION BETWEEN TOP OF CONDUIT AND BOTTOM OF UTILITY CROSSING APS CONDUITS, FOR FUTURE UTILITY INSTALLATIONS OF STORM DRAINS, WATER LINES, ETC. MAINTAIN 1FT VERTICAL SEPARATION BETWEEN APS CONDUITS AND UTILITIES BEING CROSSED. ALSO MAINTAIN A MINIMUM COVER OF AT LEAST 36" FROM FINAL GRADE FOR APS CONDUITS. TRENCH DEPTH MAY BE DEEPER WHEN APPROACHING APS EQUIPMENT. SEE APS TRANSMISSION AND DISTRIBUTION CONSTRUCTION STANDARDS SPECIFICATION 8601 AND 8648 FOR MORE DETAIL. TRENCH DEPTH MAY BE REDUCED UTILIZING APS RANDOM LAY REQUIREMENTS (REFER TO SPECS 8601& 8610) CHECK WITH OTHER UTILITIES FOR HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS. *ALL SERVICE CROSSINGS IN CITY & COUNTY R/W TO MAINTAIN 36" MINIMUM COVER. **CHECK WITH OTHER UTILITIES FOR HORIZONTAL SEPARATION REQUIREMENTS & VERTICAL SEPARATION REQUIREMENTS.



DESIGN NOTES:

- A. PRIMARY WIRE TO BE 1-1/0A (UA1/0T) IN CUSTOMER PROVIDED/INSTALLED 2" CONDUIT. UNLESS OTHERWISE NOTED.
- B. SERVICE CONDUIT TO BE PROVIDED AND INSTALLED BY CUSTOMER.
- C. STREET LIGHT WIRE TO BE 3-1/0 (UA1/0AL) IN 2.5" CUSTOMER PROVIDED AND INSTALLED CONDUIT. UNLESS OTHERWISE NOTED. STREET LIGHTS TO BE INSTALLED 1' BEHIND SIDEWALK (SEE DETAIL), UNLESS OTHERWISE NOTED.
- D. LOCATIONS OF ELECTRIC FACILITIES SHOWN ARE APPROXIMATE. INSTALL PER DIMENSIONS AND DETAILS AS PROVIDED ON SKETCH, UNLESS OTHERWISE NOTED.
- E. ALL SERVICE WIRE TERMINATIONS TO BE 2702.V, 2701.BV.
- F. REFER TO CIVIL ENGINEERING IMPROVEMENT PLANS (WATER, SEWER, GRADING, PAVING, ETC) FOR EXACT LOCATIONS OF PROPOSED AND EXISTING FACILITIES.
- G. VOLTAGE DROP AND FLICKER DESIGNED TO BE LESS THAN 5%.
- H. ALL SECONDARY SERVICE WIRE TO BE UA1/0A UNLESS OTHERWISE NOTED.
- I. ALL SERVICE CONDUITS STUBBED INTO A LOT OR TRACT SHALL HAVE A MARKER BALL INSTALLED AT THE STUBOUT PER SPECIFICATION 8760.1V.



DESIGN BASED ON HOMES RANGING FROM 1210 TO 1630 SQ. FT. THE AVERAGE SIZE IS 1567, WITH A 5/TON A/C AS LARGEST EQUIPMENT. SES TO BE 200A WITH CUSTOMER PROVIDED/INSTALLED 2.5" SERVICE CONDUIT.

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

TOTAL TRENCH (ft): 10.870'

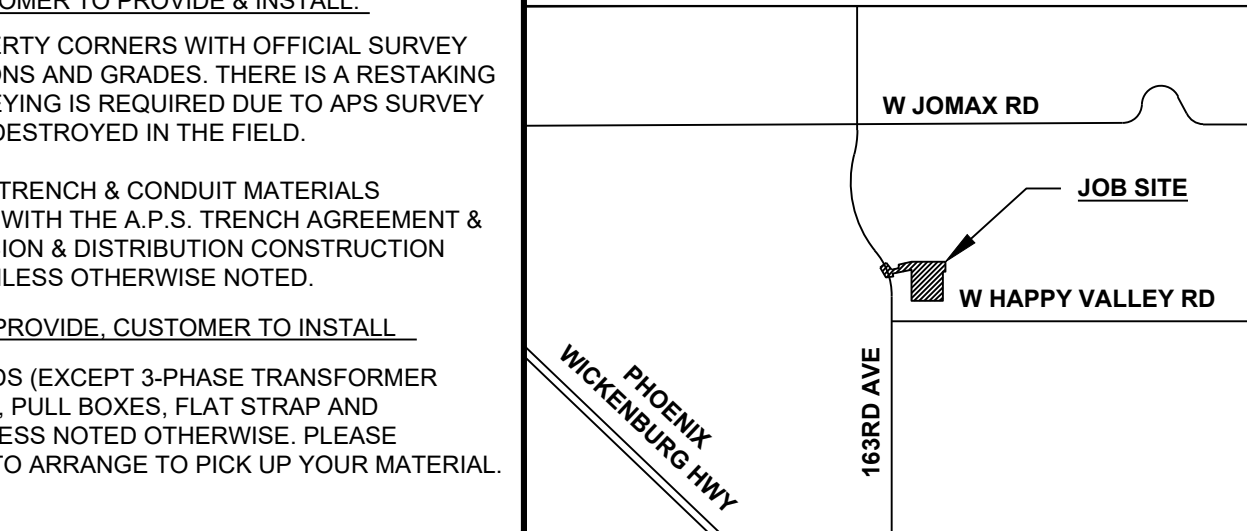
TOTAL TRENCH IN R/W(ft): 4.576'

WIRE DATA				
CODE	TYPE	INST	REM	ABAND
6215.UA1/0T	PRIMARY	16,504'	0'	0'
6220.UA1/0AV	SERVICE	6,251'	0'	0'
6220.UA4/0BV	SERVICE	14,558'	0'	0'
6220.UA1/0AL	LIGHTING	1,022'	0'	0'
6230.UC014BL	LIGHTING	2,466'	0'	0'

UTILITIES KEY		
EXISTING	PROPOSED	
W	WATER	W
S	SEWER	S
G	GAS	G
SD	STORM DRAIN	SD
IRR	IRRIGATION	IRR
TS	TRAFFIC SIGNAL	TS
T	TELCO	T
CATV	CABLE TV	CATV
FO	FIBER	FO
OH TRANSMISSION (69KV)*		
OH PRIMARY (12,470/7,200V)*		
OH SECONDARY/SERVICE (120/240V)*		
UG TRANSMISSION (69KV)*		
UG PRIMARY (12,470/7,200V)*		
UG SECONDARY/SERVICE (120/240V)*		
SPARE CONDUIT		
TRENCH RUNNING LINE		
* UNLESS OTHERWISE NOTED		

APS SYMBOL LEGEND		
EXISTING	PROPOSED	
△	△	PADMOUNT TRANSFORMER
□	□	SWITCHING CABINETS
J	J	1Ø SWITCHING CABINET
⊕	⊕	OH/UG CAPACITOR BANK
□	□	J-BOX / PULL BOX
○	○	MANHOLES
△	△	OH TRANSFORMER
×	×	OH SWITCH (KPF)
○	○	APS OWNED POLE
⊙	⊙	APS OWNED STEEL POLE
⊙	⊙	APS OWNED JOINT USE POLE
⊙	⊙	DIP (TRANSITION) POLE
⊙	⊙	STREET LIGHT
⊙	⊙	DUSK TO DAWN LIGHT

DATA MODIFIED PER FIELD CONDITIONS



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

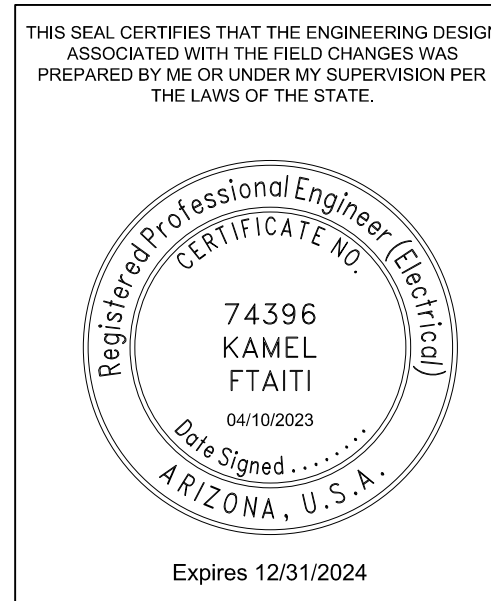
Contact Arizona 811 at least two full working days before you begin excavation

WA708344 ELLEN RANCH

FILE:WA708344.DWT

BY: ACT-MA DATE: 04/10/2023

SCALE: 1:40 SHEET 1 OF 6



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ISSUED-FOR-CONSTRUCTION

FINAL DESIGN

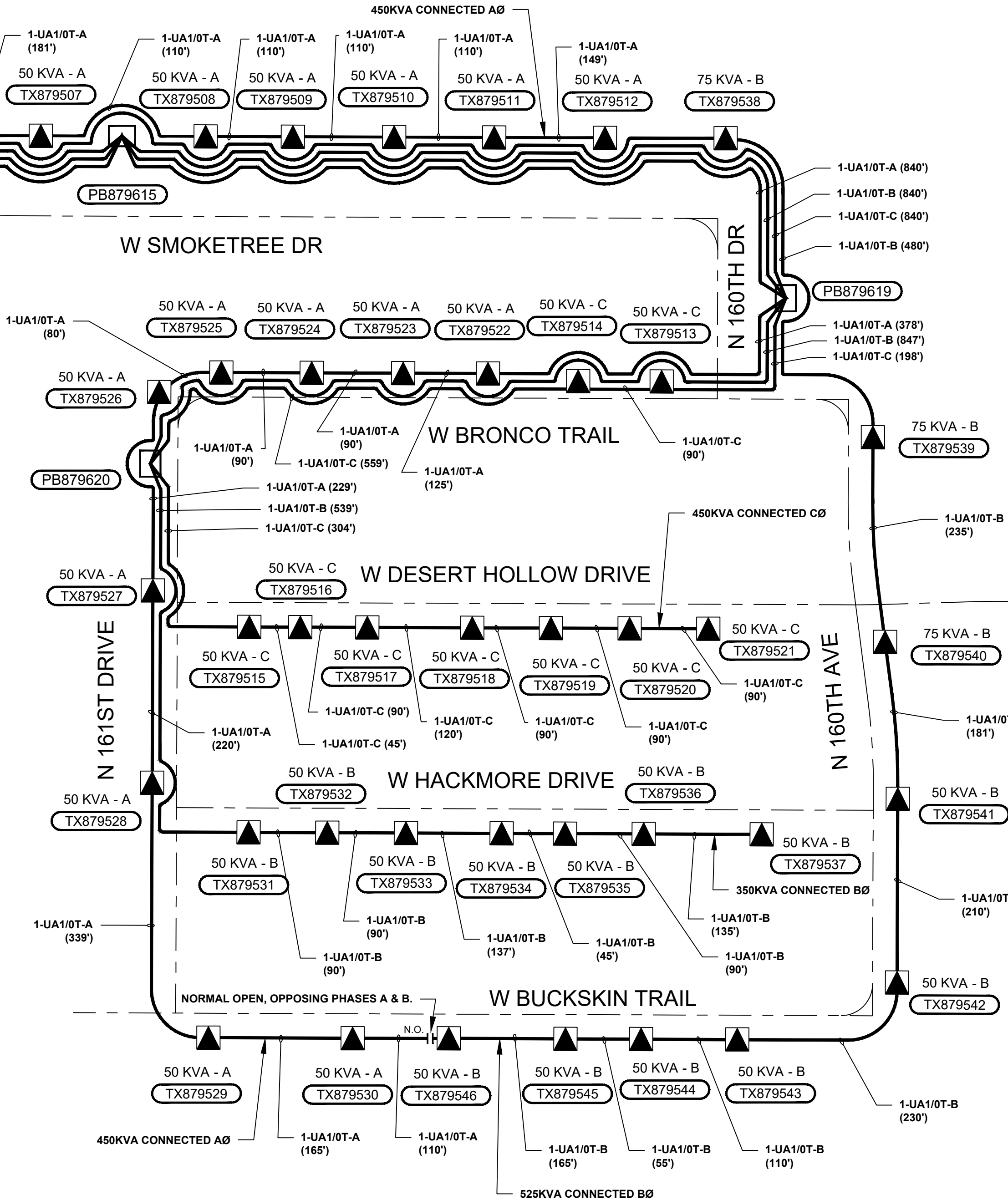
04/10/2023 ACT-MA

APS ENGINEERING
CHECKED BY:

JAY BRONSON
04/10/2023

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

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



DISCLAIMER

REVISED: 7/20/2021

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4. 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.

5. 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

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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
Due Signed: 04/10/2024
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

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



FILE:WA708344.DWT	
BY: ACT-MA	DATE: 04/10/2023
SCALE: 1:40	SHEET 3 OF 6

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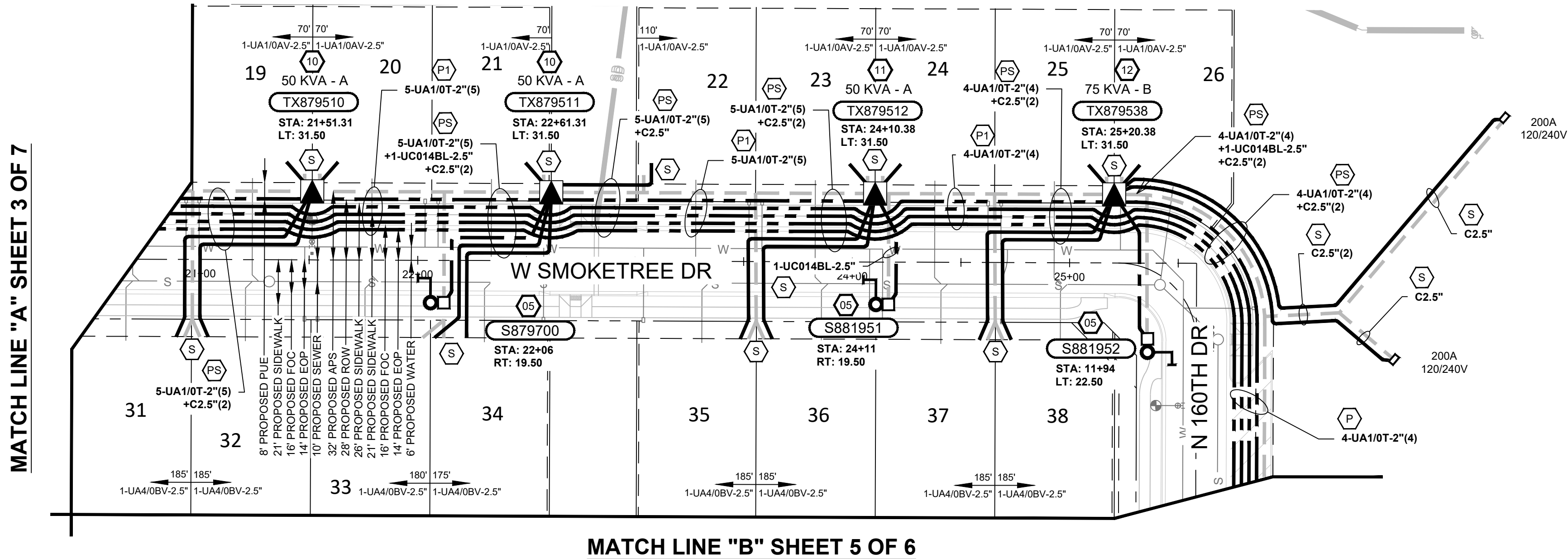
ISSUED-FOR-CONSTRUCTION

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)
04 INSTALL 8718.AX (APS TO PROVIDE, CUSTOMER TO INSTALL) 8716.A1 (7,200V) 8881.DQ(2) (APS TO PROVIDE, CUSTOMER TO INSTALL)
(29 LOCATIONS) 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) 8140.1 8143.0(2) 8655.NL (APS TO PROVIDE, CUSTOMER TO INSTALL)
(5 LOCATIONS) 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) 8140.1 8655.NL (APS TO PROVIDE, CUSTOMER TO INSTALL) 2729.A3L 2727.3L(2)
07 INSTALL 8760.TV (APS TO PROVIDE, CUSTOMER TO INSTALL)

- 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)
13 INSTALL 7628.B032 50 KVA 7,200V (120/240V) NORMAL OPEN 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.S2RL411 (120V) (4,900 LUMEN) LED (CUSTOMER TO PROVIDE & INSTALL) **-.8130.1 (CUSTOMER TO PROVIDE & INSTALL) 8140.1 8655.NL (APS TO PROVIDE, CUSTOMER TO INSTALL) 2729.A3L 2727.3L

DISCLAIMER

REVISED: 7/20/2021

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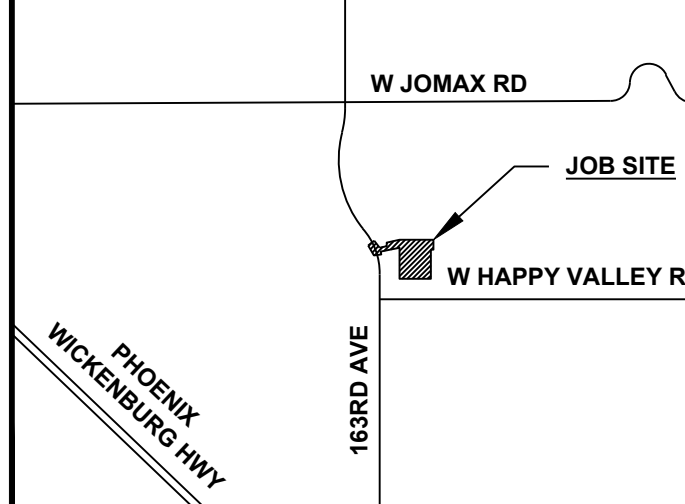
CITY OF SURPRISE APPROVAL

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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
T	R	Sec	1/4	MAP#
T	R	Sec	1/4	MAP#
T	R	Sec	1/4	MAP#
T	R	Sec	1/4	MAP#

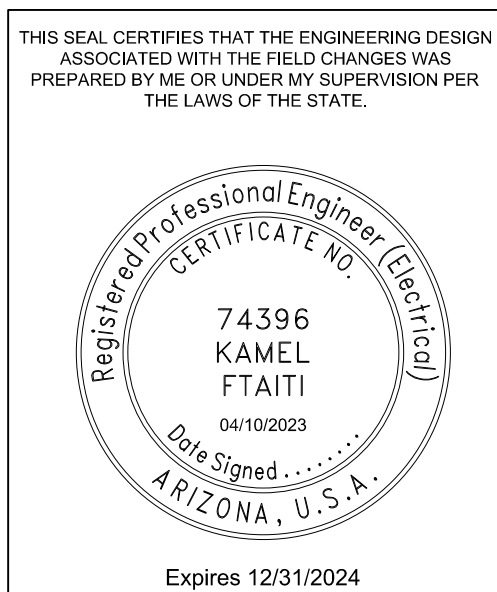
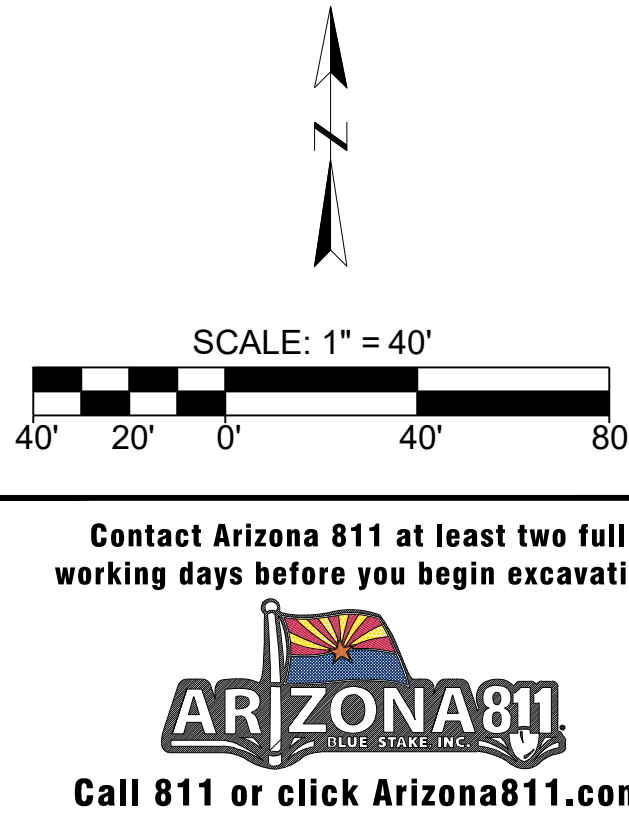
CONTACT: TAMMY BILLMAN
PHONE: 623-975-5724 MOBILE: 480-273-6559
INSPECTOR: BOB PICKERING
PHONE: 623-975-5761 MOBILE: 602-397-0078

REVISION

DATE	DESCRIPTION	BY

WA708344
ELLEN RANCH

FILE: WA708344.DWT
BY: ACT-MA DATE: 04/10/2023
SCALE: 1:40 SHEET 4 OF 6

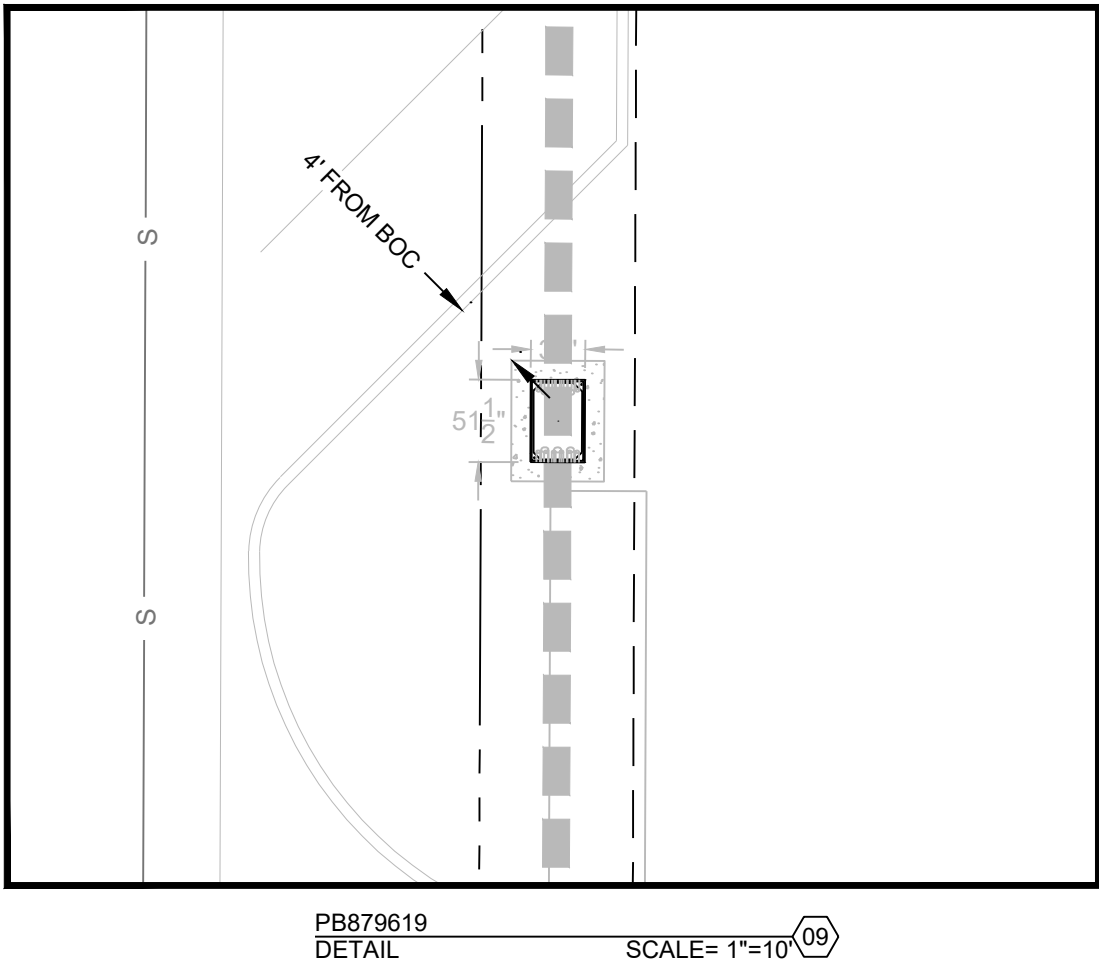
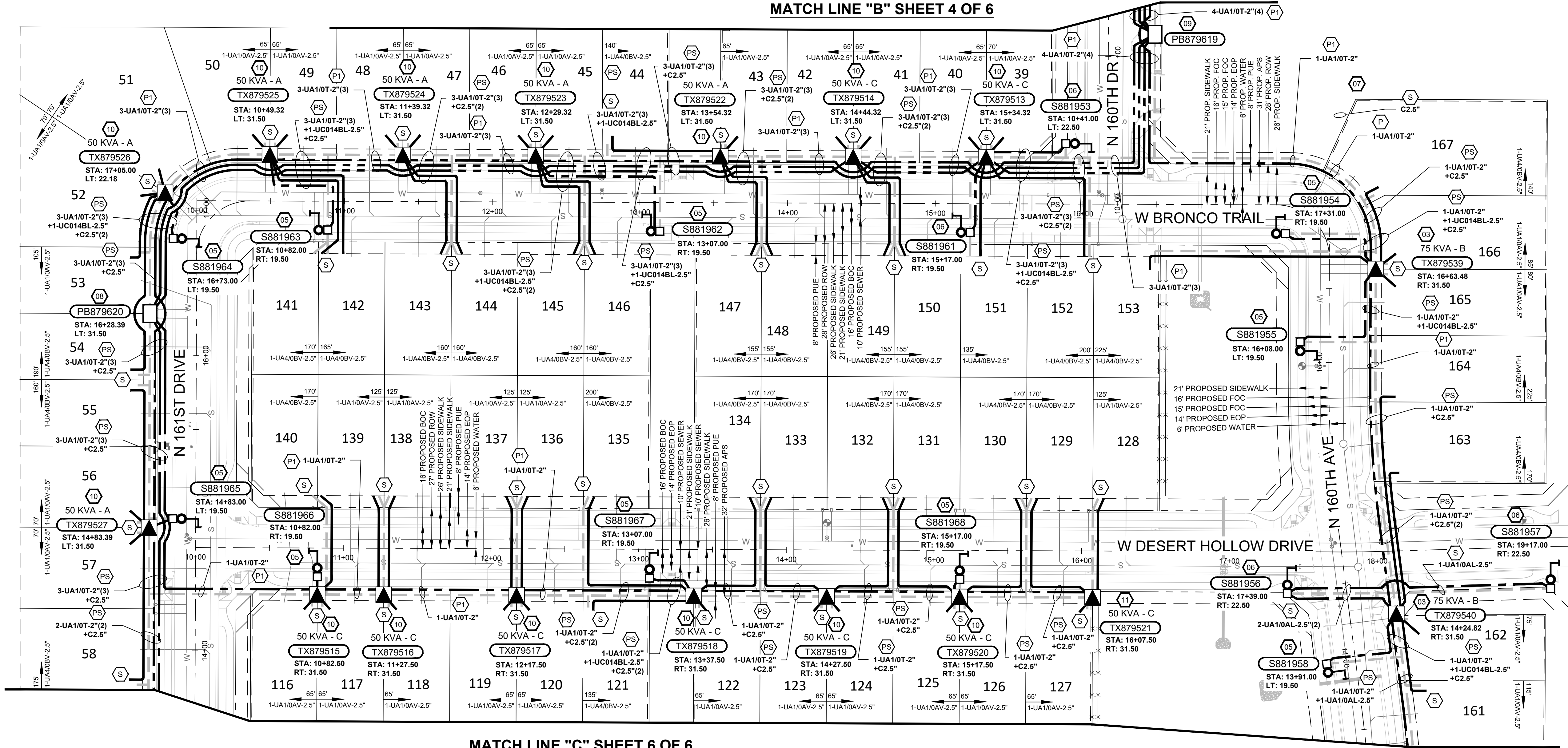


WARNING!!!
THIS DESIGN DRAWING SHOULD ONLY BE
VIEWED/PRINTED ON "D" (36X24) SIZE PAPER.



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

MATCH LINE "B" SHEET 4 OF 6



MATCH LINE "C" SHEET 6 OF 6

CONSTRUCTION NOTES:

- (2 LOCATIONS) 01 REMOVE 2895.Z18
INSTALL 2894.FAUA1/OT
INSTALL 2894.FAUA1/OT(4)
2660.CD65
- (2 LOCATIONS) 02 REMOVE 2894.C(4)
INSTALL 2894.FAUA1/OT(4)
2660.CD65
- (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)
- (35 LOCATIONS) 04 INSTALL 8718 AX (APS TO PROVIDE, CUSTOMER TO INSTALL)
8716 A1 (7.200V)
8881.DQ(2) (APS TO PROVIDE, CUSTOMER TO INSTALL)
- (29 LOCATIONS) 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) (CUSTOMER TO PROVIDE & INSTALL)
8140.1
8143.0(2)
8655.NL (APS TO PROVIDE, CUSTOMER TO INSTALL)
- (5 LOCATIONS) 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)
8140.1
8655.NL (APS TO PROVIDE, CUSTOMER TO INSTALL)
2729.A3L
2727.3L(2)
- (3 LOCATIONS) 07 INSTALL 8760.TV (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 LOCATIONS) 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)
- (13 LOCATIONS) 13 INSTALL 7628.B032 50 KVA 7.200V (120/240V) NORMAL OPEN
FACE IN DIRECTION OF STREET
7904
7922 (APS TO PROVIDE, CUSTOMER TO INSTALL)
8881.DQ(2) (APS TO PROVIDE, CUSTOMER TO INSTALL)
- (14 LOCATIONS) 14 INSTALL **1940.30 (CUSTOMER TO PROVIDE & INSTALL)
**8030.S2RL411 (120V) (4,900 LUMEN) LED
(CUSTOMER TO PROVIDE & INSTALL)
**8130.1 (CUSTOMER TO PROVIDE & INSTALL)
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8140.1
8655.NL (APS TO PROVIDE, CUSTOMER TO INSTALL)
2729.A3L
2727.3L

DISCLAIMER

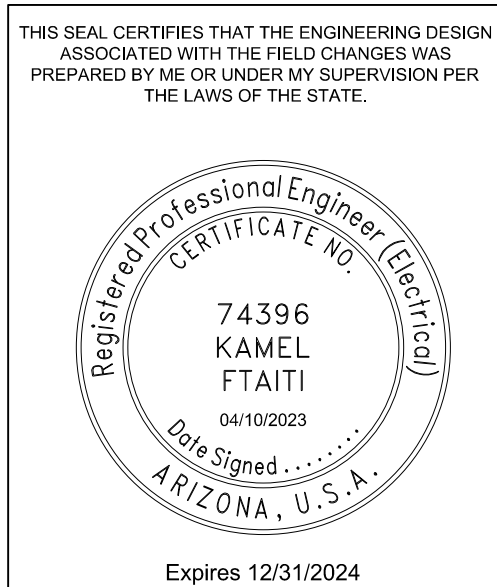
REVISED: 7/20/2021

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CITY OF SURPRISE ENGINEER DATE



SCALE: 1" = 40'

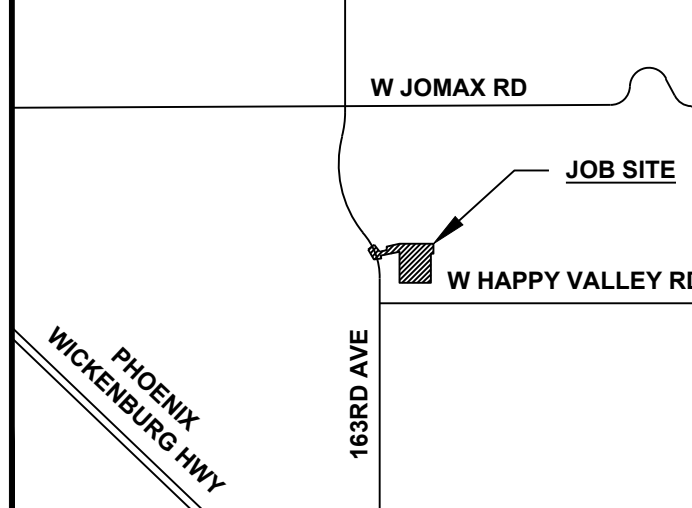
Contact Arizona 811 at least two full working days before you begin excavation



Call 811 or click Arizona811.com

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#

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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 5 OF 6

ISSUED-FOR-CONSTRUCTION

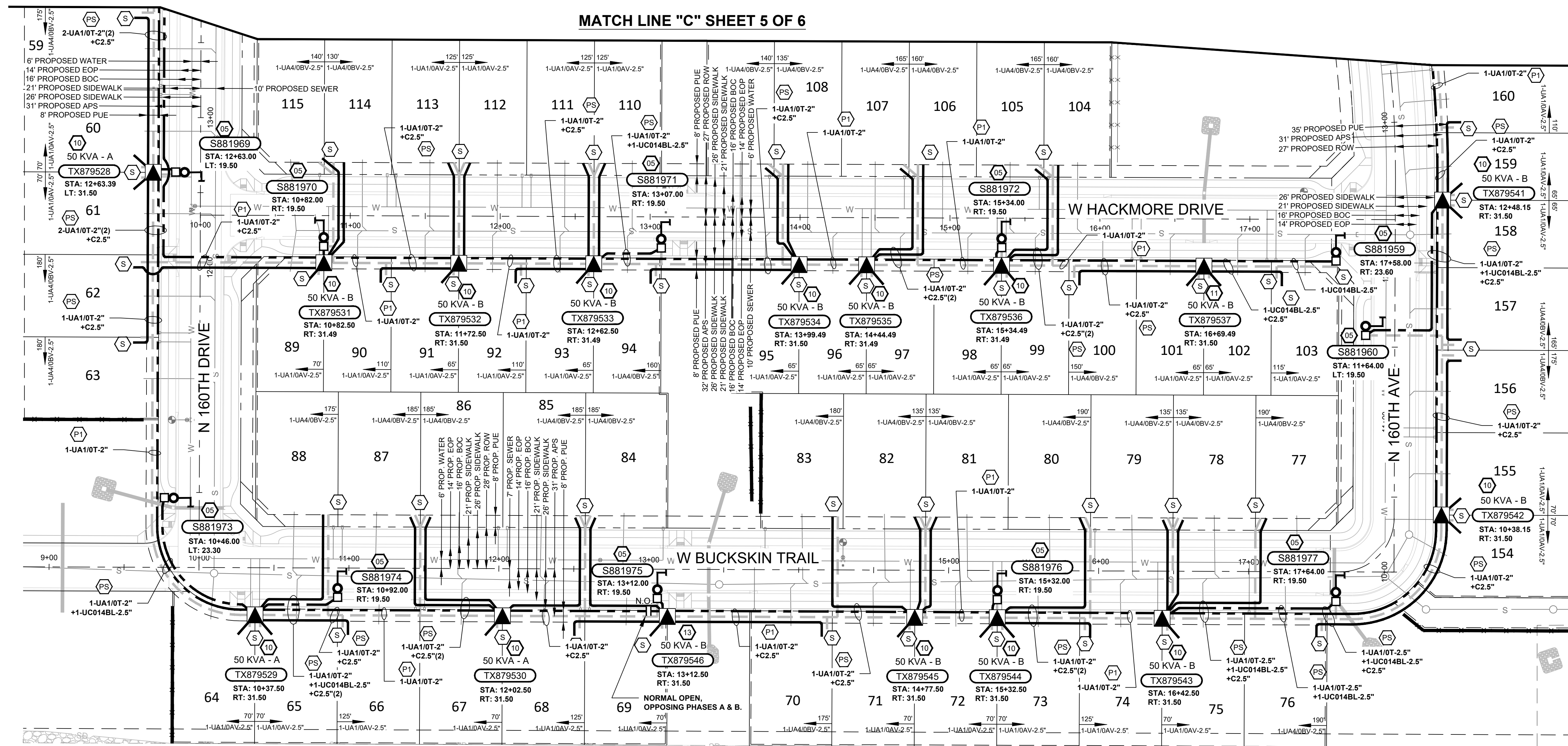
FINAL DESIGN

04/10/2023 ACT-MA

APS ENGINEERING
CHECKED BY:

JAY BRONSON

04/10/2023



CONSTRUCTION NOTES:

- | | | | |
|----------------|---|---|---|
| | <div> <div>01</div> <div>REMOVE
2895.Z18</div> </div> | <div> <div>INSTALL</div> <div>2894.FAUA1/OT</div> </div> | <div> <div>8716.A2 (7.200V)</div> <div>8881.DQ(4) (APS TO PROVIDE, CUSTOMER TO INSTALL)</div> </div> |
| | <div> <div>02</div> <div>REMOVE
2894.C(4)</div> </div> | <div> <div>INSTALL</div> <div>2894.FAUA1/OT(4)
2660.CD8(4)
2660.CD65</div> </div> | |
| (2 LOCATIONS) | <div> <div>03</div> <div>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)</div> </div> | | <div> <div>(2 LOCATIONS)</div> <div> <div>09</div> <div>INSTALL
8718.AX (APS TO PROVIDE, CUSTOMER TO INSTALL)
8716.A3 (7.200V)
8881.DQ(6) (APS TO PROVIDE, CUSTOMER TO INSTALL)</div> </div> </div> |
| | <div> <div>04</div> <div>INSTALL
8718.AX (APS TO PROVIDE, CUSTOMER TO INSTALL)
8716.A1 (7.200V)
8881.DQ(2) (APS TO PROVIDE, CUSTOMER TO INSTALL)</div> </div> | | <div> <div>(35 LOCATIONS)</div> <div> <div>10</div> <div>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)</div> </div> </div> |
| (29 LOCATIONS) | <div> <div>05</div> <div>INSTALL
**1940.30 (CUSTOMER TO PROVIDE & INSTALL)
**8030.S2RL411 (120V) (4.900 LUMEN) LED
(CUSTOMER TO PROVIDE & INSTALL)
**8130.1 (CUSTOMER TO PROVIDE & INSTALL)
8140.1
8143.0(2)
8655.NL (APS TO PROVIDE, CUSTOMER TO INSTALL)</div> </div> | | <div> <div>(3 LOCATIONS)</div> <div> <div>11</div> <div>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)</div> </div> </div> |
| (5 LOCATIONS) | <div> <div>06</div> <div>INSTALL
**1940.30 (CUSTOMER TO PROVIDE & INSTALL)
**8030.S2RL411 (120V) (4.900 LUMEN) LED
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8140.1
8655.NL (APS TO PROVIDE, CUSTOMER TO INSTALL)
2729.A3L
2727.3L(2)</div> </div> | | <div> <div> <div>12</div> <div>INSTALL
7624.B033 75 KVA 7.200V (120/240V) IN-LINE
FACE IN DIRECTION OF STREET
7904
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8881.DQ(2) (APS TO PROVIDE, CUSTOMER TO INSTALL)</div> </div> </div> |
| | | <div> <div>13</div> <div>INSTALL
7628.B032 50 KVA 7.200V (120/240V) NORMAL OPEN
FACE IN DIRECTION OF STREET
7904
7922 (APS TO PROVIDE, CUSTOMER TO INSTALL)
8881.DQ(2) (APS TO PROVIDE, CUSTOMER TO INSTALL)</div> </div> | |
| | <div> <div>07</div> <div>INSTALL
8760.1V (APS TO PROVIDE, CUSTOMER TO INSTALL)</div> </div> | | <div> <div> <div>14</div> <div>INSTALL
**1940.30 (CUSTOMER TO PROVIDE & INSTALL)
**8030.S2RL411 (120V) (4.900 LUMEN) LED
(CUSTOMER TO PROVIDE & INSTALL)
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**8143.0(2) (CUSTOMER TO PROVIDE & INSTALL)</div> </div> </div> |

DISCLAIMER

REVISÉ: 7/20/2021

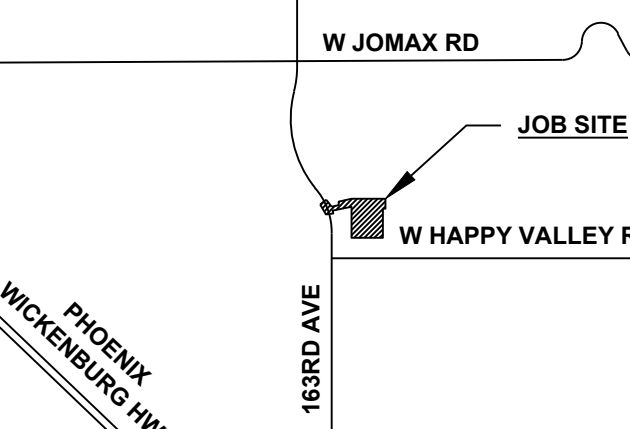
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CITY OF SURPRISE ENGINEER DA

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 6 OF 6	

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.



The seal is circular with a double-lined border. The outer ring contains the text "Registered Professional Engineer" at the top and "ARIZONA, U.S.A." at the bottom. The inner circle contains the text "CERTIFICATE NO." at the top, the license number "74396" in the center, the name "KAMEL FTAITI" below the number, the date "04/10/2023" below the name, and the phrase "Date Signed" below the date.

SCALE: 1" = 40'

40' 20' 0' 40' 80'

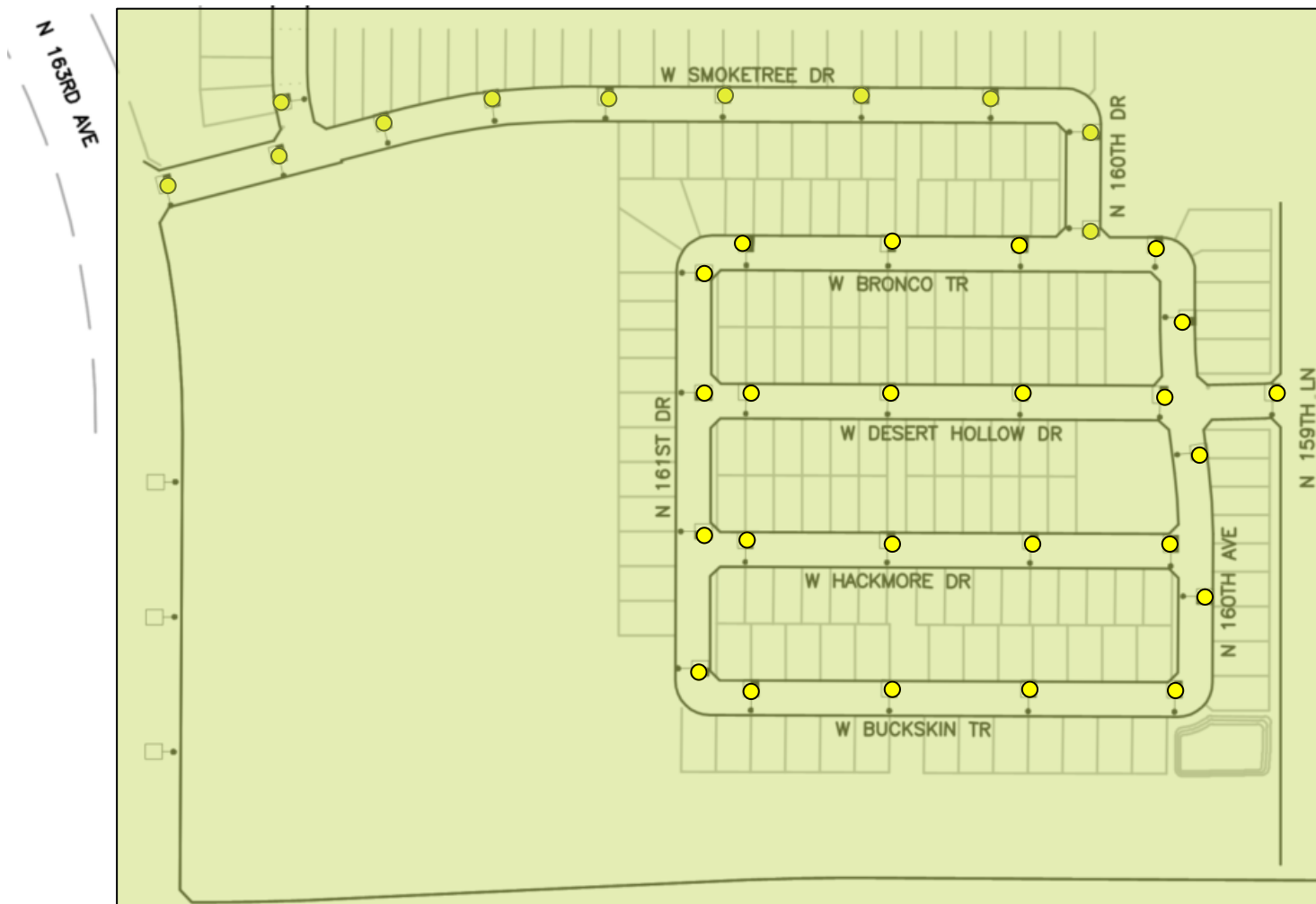
Contact Arizona 811 at least two full working days before you begin excavating.

Call 811 or click Arizona811.com

Ellen Ranch

Street Lights:

- Street Light Pole
- 35 proposing poles
- SLID Boundary





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

Ellen Ranch Street Light Improvement District (SLID)

City Council
September 3rd, 2024



Ellen Ranch Street Light Improvement District





SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024

Contact Person: Trever Fleetham, PLANNER
SENIOR

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action directing the recording of a blank petition for the Nobella annexation of 1.9 acres located on Jomax Road and East of 163rd Avenue pursuant to A.R.S. 9-471; Case #FS24-0548; Resolution #2024-135.

Motion:

I move to approve Resolution #2024-135.

Background:

Berry Riddell, LLC, applicant, on behalf of Hawks AZ Land, LLC, property owner, seeks annexation of undeveloped land generally located on Jomax Road, east of 163rd Avenue. The annexation proposal includes parcels 503-52-023J, 503-52-023H, 503-52-023G, and a portion of 503-52-018E, encompassing approximately 1.9 acres of unincorporated land. The subject properties are currently zoned Maricopa County Rural-43. If annexed, the property will assume the similar zoning district of Rural Residential (RR) as outlined in the Land Development Ordinance (LDO). The Resolution for the Intent to Annex directs City Staff to begin the annexation process pursuant to A.R.S. § 9-471.

Objective Analysis:

Annexation of the property into the City of Surprise would facilitate the development of Jomax Road in conjunction with the Nobella development. The subject area is proposed to be dedicated as right-of-way to the City of Surprise under a separate case for a Map of Dedication.

Policy Compliant:

No action is being taken at this time. However, if the City Council moves forward to annex property into the City limits, the annexation would be deemed policy compliant by expanding the range of influence of the City.

Financial Impact:

At this time, there are no financial impacts associated with this item. If the City Council moves forward to annex property into the City limits, there could be financial impacts to the City to provide services to an area that the City did not provide services in the past. If the area is annexed, that could result in future

development fees, sales and property taxes.

Budget Impact:

At this time, there are no budget impacts associated with this item. If the City Council moves forward to annex property into the City limits there could be minor budget impacts to the City to provide services to an area that the City did not provide services in the past. If the area is annexed, that could result in future development fees, sales and property taxes.

FTE Impact:

At this time, there would be no additional FTEs associated with this item. If the City Council moves forward to annex property into the City limits, staff does not believe any future FTEs would be needed based on the potential annexation.

ATTACHMENTS:

1. 01 - FS24-0548 Nobella Annexation - Intent to Annex Resolution
 2. 02 - FS24-0548 Nobella Annexation - Legal Description
 3. 03 - FS24-0548 Nobella Annexation - Intent to Annex - Vicinity Map
 4. FS24-0548 Nobella Annexation - Intent to Annex Presentation
-

RESOLUTION # 2024-135

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DIRECTING THE RECORDING OF A BLANK PETITION FOR ANNEXATION PURSUANT TO A.R.S. § 9-471, PERTAINING TO CERTAIN PROPERTY THAT ADJOINS AND IS CONTIGUOUS TO THE CITY OF SURPRISE CONSISTING OF APPROXIMATELY 1.9 ACRES LOCATED ON JOMAX ROAD, EAST OF 163RD AVENUE IN MARICOPA COUNTY, ARIZONA.

WHEREAS, it has been proposed that the City of Surprise, Arizona (the “City”), annex certain property within the South half of Section 31, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described in the attached ***Exhibit A***;

WHEREAS, the area to be annexed adjoins the exterior boundary of the City for at least 300 feet and is otherwise contiguous to the City, as required by A.R.S. § 9-471(H); and

WHEREAS, A.R.S. § 9-471(A)(1) requires that the City file, in the Office of the Maricopa County Recorder, a blank petition setting forth the legal description, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***.

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

Section 1. The City Clerk shall record with the Office of the Maricopa County Recorder a blank annexation petition containing the legal description of the property, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***. The City Clerk shall also record a sworn affidavit verifying that no part of the territory proposed to be annexed is already subject to an earlier filing for annexation.

Section 2. The City Clerk shall call a public hearing for the purpose of consideration of the proposed annexation, said hearing to be noticed for a date between twenty (20) to thirty (30) days after filing the blank annexation petition, in accordance with A.R.S. § 9-471(A)(3).

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

**Legal Description
for
Jomax Right-of-Way
Annexation**

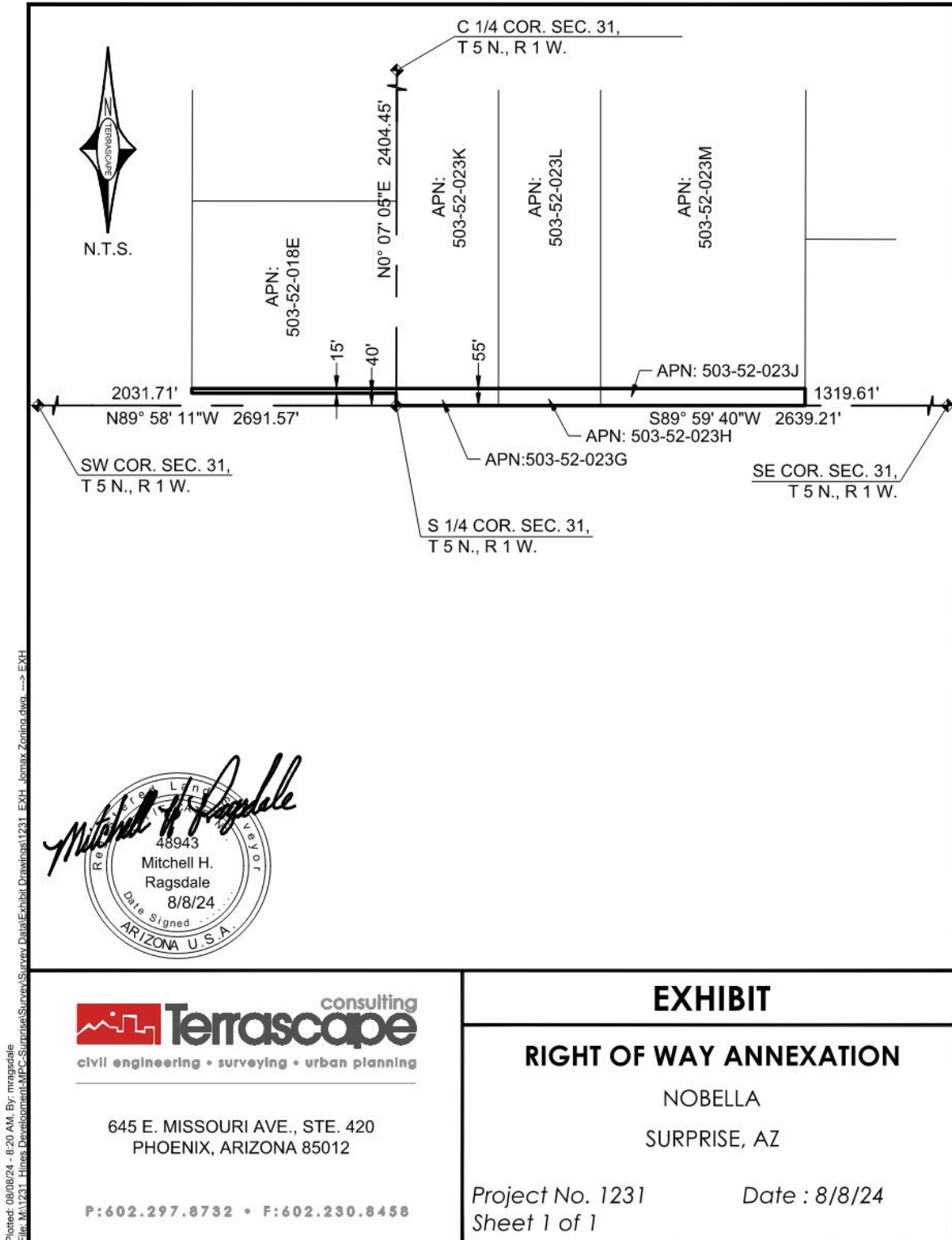
Located in South half of Section 31, Township 5 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona;

The North 15.00 feet of the south 55.00 feet of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter and;

The South 55.00 feet of the Southwest Quarter of the Southeast Quarter.



EXHIBIT B



Plotted: 08/08/24 - 8:20 AM. By: mragdale
 File: M1231_Hines Development\MPC-Surprise\Survey Data\Exhibit Drawings\1231_EXH_Jonah Zorina.dwg --> EXH

Terrascope consulting
 civil engineering • surveying • urban planning

645 E. MISSOURI AVE., STE. 420
 PHOENIX, ARIZONA 85012

P: 602.297.8732 • F: 602.230.8458

EXHIBIT

RIGHT OF WAY ANNEXATION

NOBELLA
 SURPRISE, AZ

Project No. 1231 Date : 8/8/24
 Sheet 1 of 1

**Legal Description
for
Jomax Right-of-Way
Annexation**

Located in South half of Section 31, Township 5 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona;

The North 15.00 feet of the south 55.00 feet of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter and;

The South 55.00 feet of the Southwest Quarter of the Southeast Quarter.





N.T.S.

C 1/4 COR. SEC. 31,
T 5 N., R 1 W.

N 0° 07' 05" E 2404.45'

APN:
503-52-018E

APN:
503-52-023K

APN:
503-52-023L

APN:
503-52-023M

2031.71'
N 89° 58' 11" W 2691.57'

SW COR. SEC. 31,
T 5 N., R 1 W.

15'

40'

55'

APN: 503-52-023J

1319.61'

S 89° 59' 40" W 2639.21'

APN: 503-52-023H
APN: 503-52-023G

SE COR. SEC. 31,
T 5 N., R 1 W.

S 1/4 COR. SEC. 31,
T 5 N., R 1 W.



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PHOENIX, ARIZONA 85012

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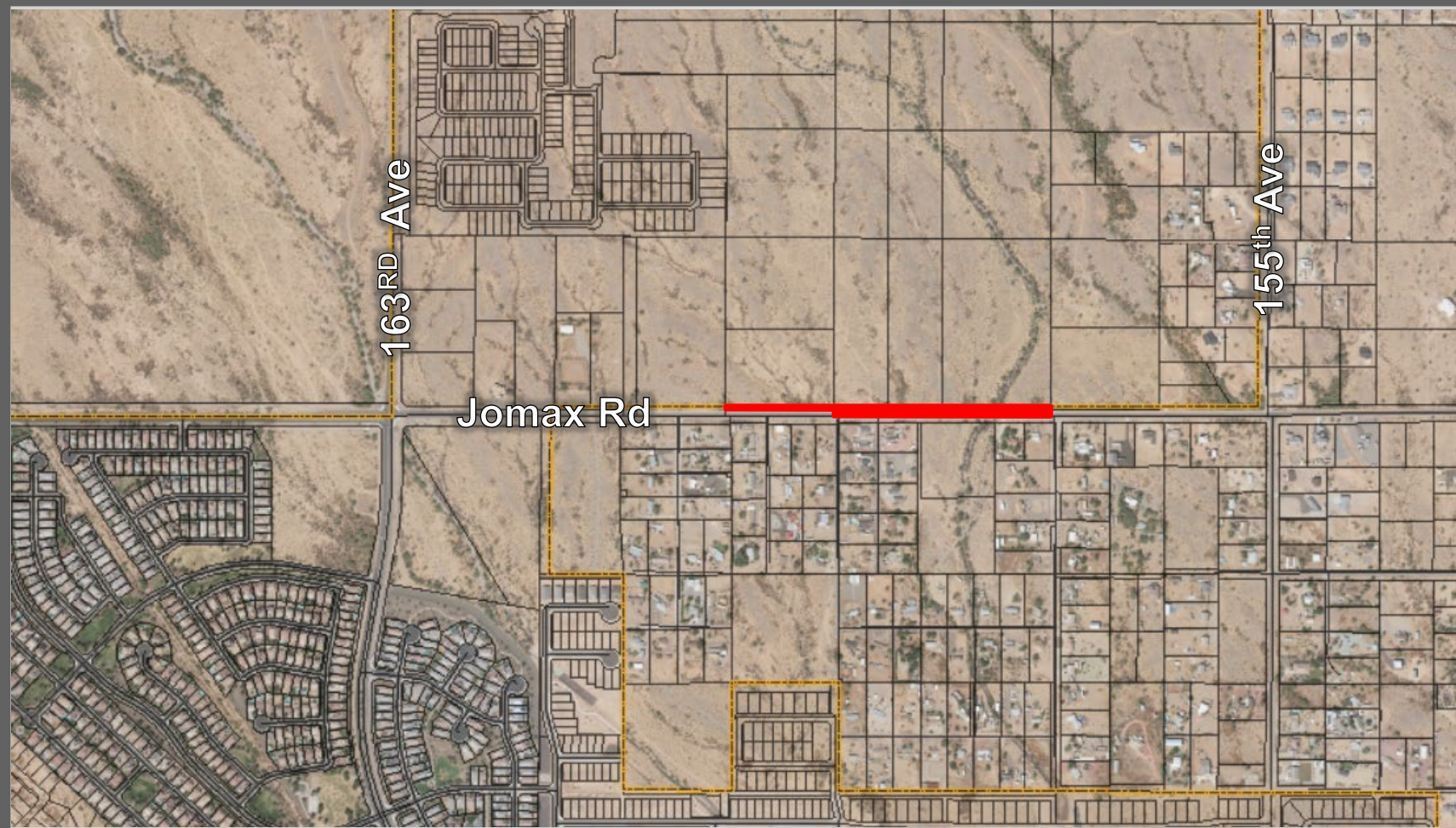
EXHIBIT

RIGHT OF WAY ANNEXATION

NOBELLA
SURPRISE, AZ

Project No. 1231
Sheet 1 of 1

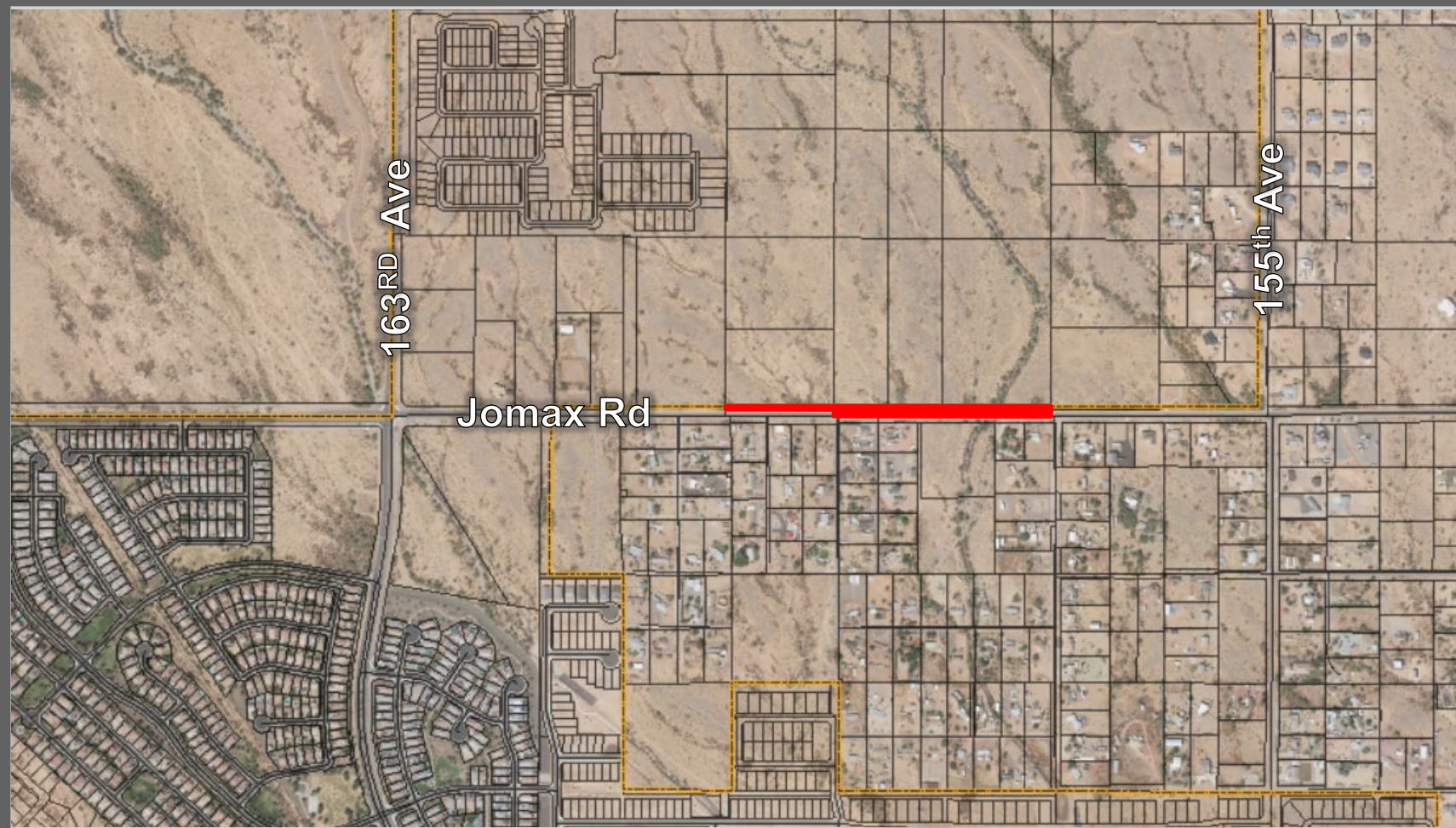
Date : 8/8/24





FS24-0548
Nobella
Annexation

City Council
September 3, 2024

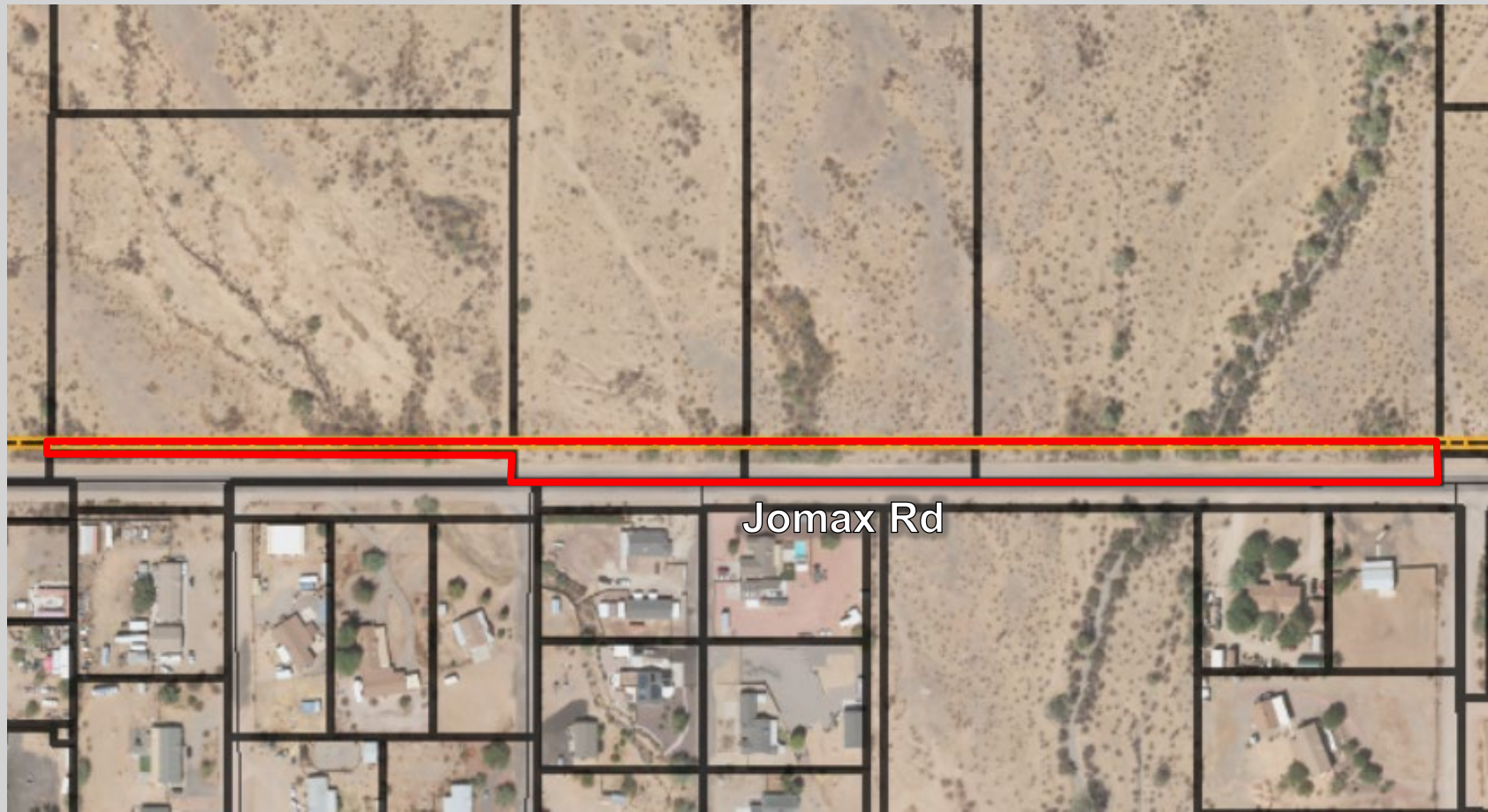


163RD Ave

Jomax Rd

155th Ave

FS24-0548 VICINITY MAP



AREA TO BE ANNEXED

Annexation Steps

Resolution for the Intent to Annex:

- City Council meeting – September 3, 2024 ← **Tonight**

File Blank Petition:

- Begins 30-day waiting period
- Reach out to County Assessor and Dept of Revenue

Public Hearing:

- City Council holds public hearing to discuss the annexation
- Held in last 10 days of 30-day waiting period

Obtain signatures on annexation petitions

- Applicant has 1 year to complete petition

Public Hearing:

- City Council holds public hearing for final annexation ordinance



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024 Contact Person: Jani Wertin
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Consideration and action pertaining to the abandonment of the Final Plat entitled, “Estia at Zanjero Trails”, a property generally located at the southwest corner of Cactus Road and Perryville Road; Resolution #2024-140.

Motion:

I move to approve Resolution #2024-140.

Background:

Diego Ortiz of Colliers Engineering & Design seeks the abandonment of a Final Plat entitled “Final Plat of Estia at Zanjero Trails” that was recorded at the Maricopa County Recorder’s #2022-0758456 (M.C.R. 1698-43). The Final Plat of Estia at Zanjero Trails was approved by the City of Surprise City Council on October 4, 2022. Estia at Zanjero Trails was never constructed as platted and the proposed development has since changed.

The applicant is also requesting approval of a replat for the subject property under case FS23-0959 to accommodate the latest development proposal. The abandonment adheres to the requirements of A.R.S. Section 28-7201, et seq. that grants the City the right to dispose of a public roadway(s) or portions thereof that is no longer necessary for public use. Additionally, the Land Development Ordinance, specifically Section 108-1.7, outlines the City’s process to abandon the subdivision and other real property interests.

Objective Analysis:

Approval of the abandonment of the Estia at Zanjero Trails will allow the applicant the ability to replat the property to accommodate a multi-family development.

Policy Compliant:

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

Financial Impact:

While this item does not have an immediate or direct financial impact, ongoing development activity in

the City will inevitably have a future financial impact as additional resources are needed to provide city services.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. Abandonment of Estia at Zanjero Trails Final Plat - Final Plat CC PowerPoint
 2. Abandonment of Estia at Zanjero Trails Final Plat - Resolution.CD.1
-



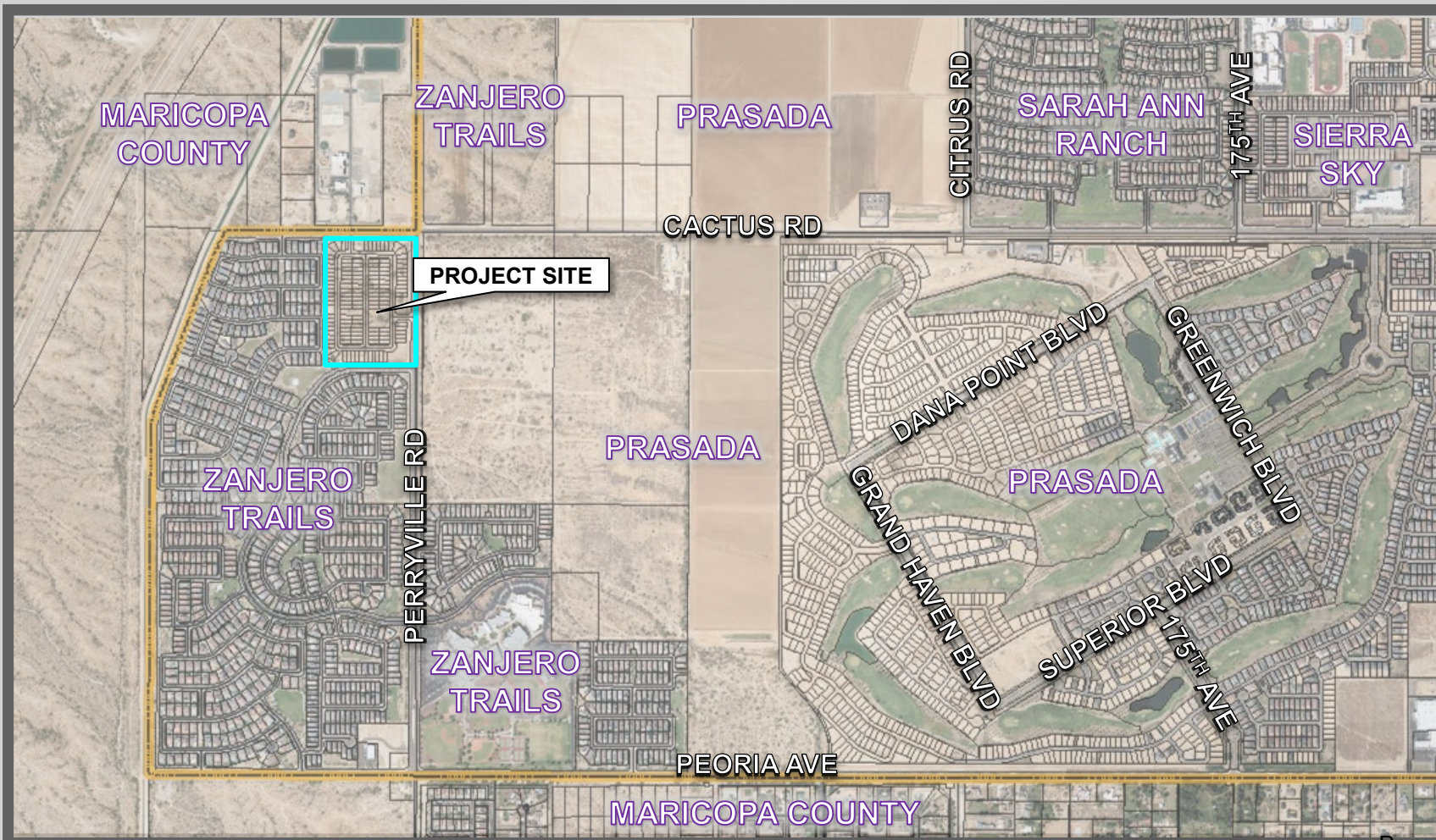
ABANDONMENT OF ESTIA AT ZANJERO TRAILS FINAL PLAT

City Council
September 3, 2024

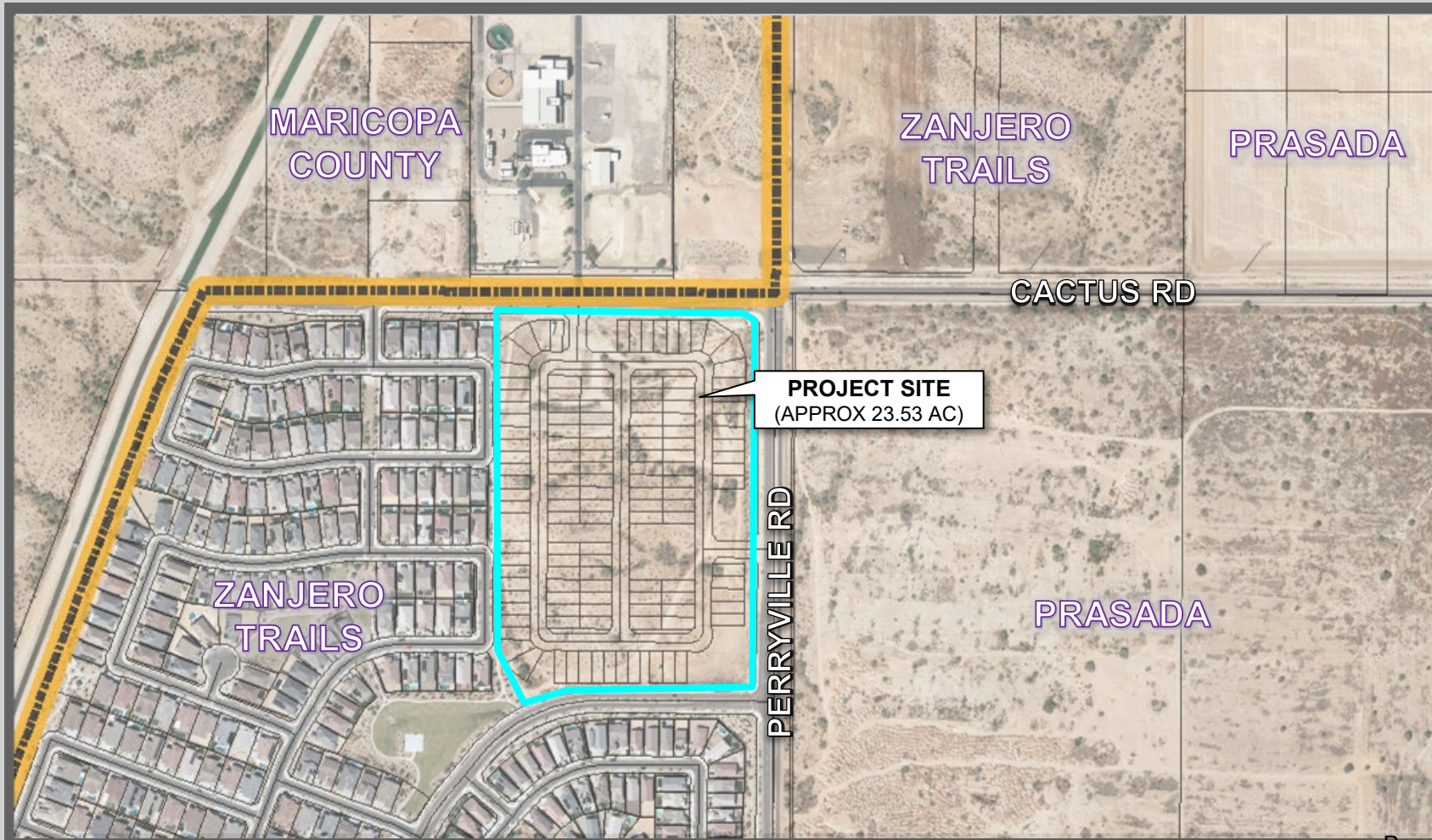


BACKGROUND

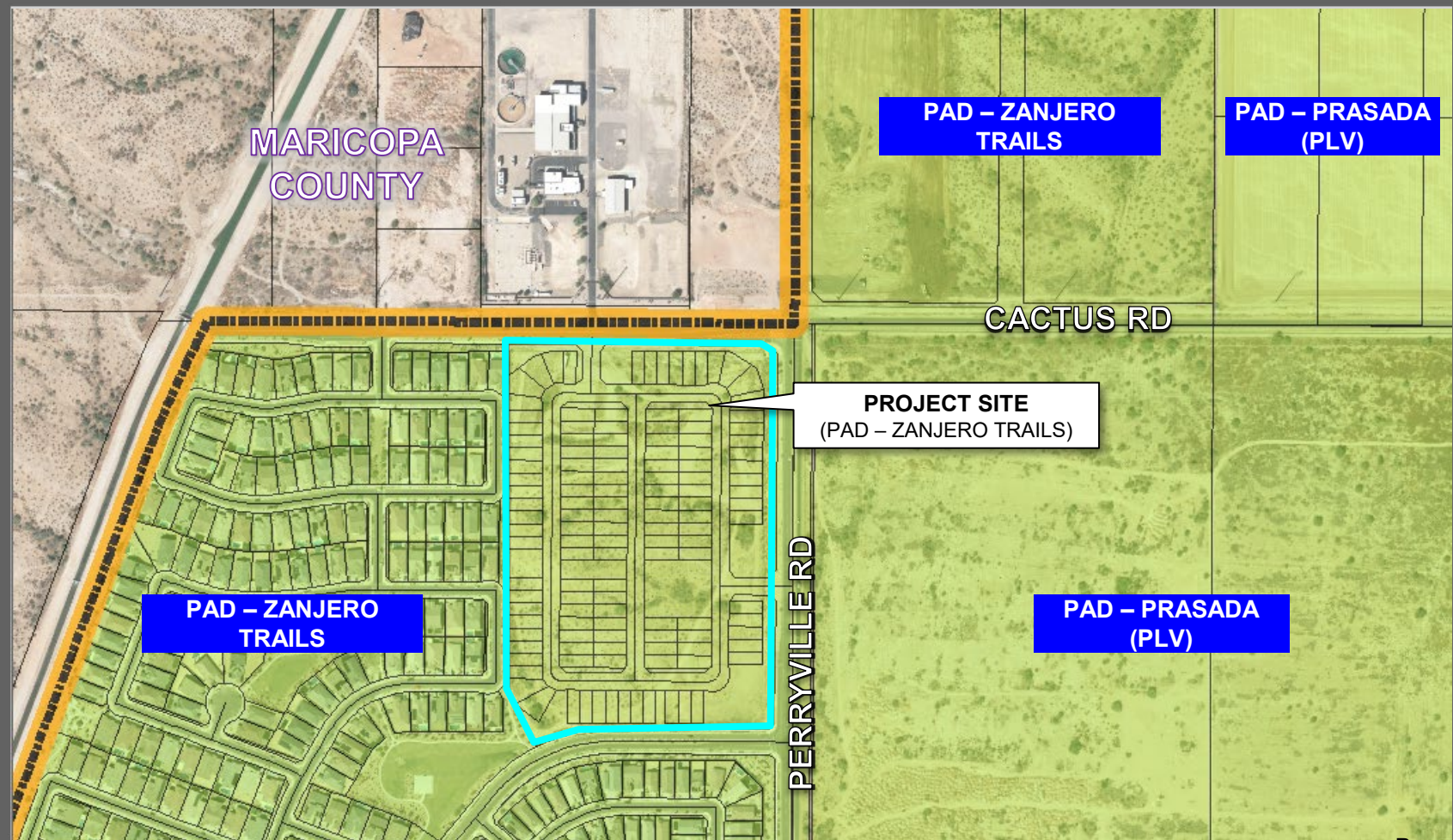
- **October 11, 2008:** The Mayor and City Council approved Ordinance #08-34, annexing the subject property into the City of Surprise.
- **October 4, 2022:** The Mayor and City Council approved Estia at Zanjero Trails, a final plat for a single-family residential subdivision, case number FS22-0342.
- **November 1, 2023:** An application was submitted for a replat of Estia at Zanjero Trails, case number FS23-0959, to re-subdivide the property into a single parcel to accommodate a multi-family development.



VICINITY MAP



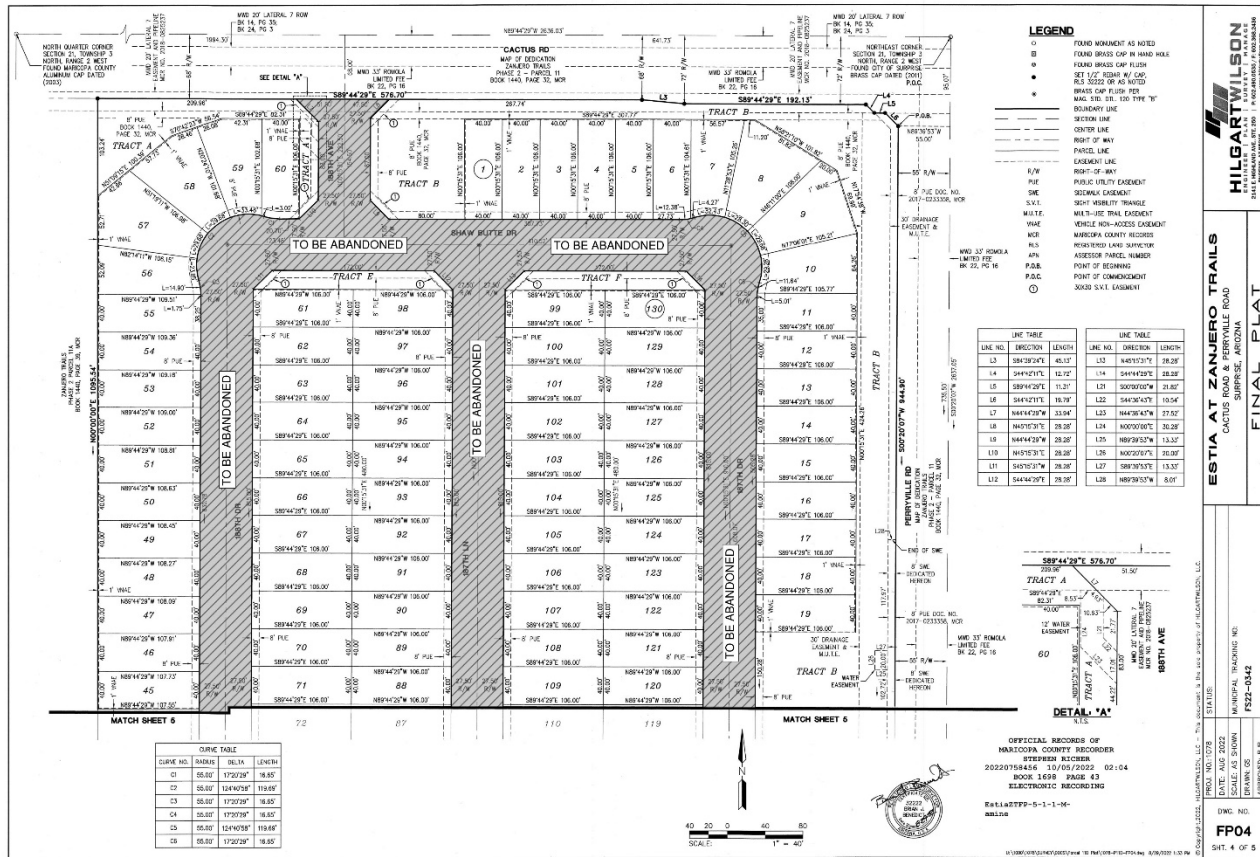
VICINITY MAP

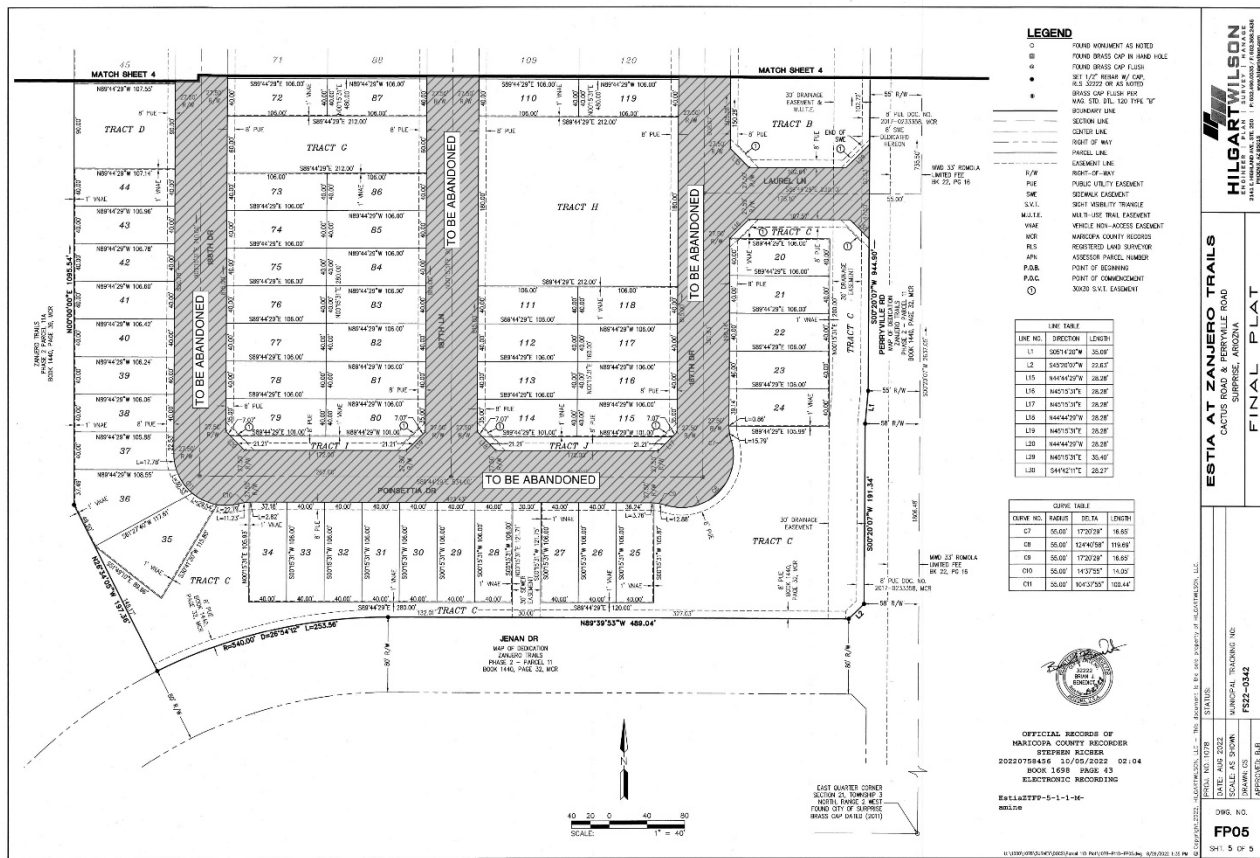


ZONING MAP



**ABANDONMENT OF LEGACY
VILLAGE FINAL PLAT**





ABANDONMENT OF LEGACY VILLAGE FINAL PLAT



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

RESOLUTION # 2024-140

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ABANDONING THE RIGHTS OF WAY DEDICATED VIA A FINAL PLAT ENTITLED “FINAL PLAT OF ESTIA AT ZANJERO TRAILS” (M.C.R. #1698-43) GENERALLY LOCATED SOUTH OF CACTUS ROAD AND WEST OF PERRYVILLE ROAD.

WHEREAS, A.R.S. § 28-7201, et seq. provides that a City may dispose of a public roadway(s) or a portion(s) thereof that is no longer necessary for public use.

WHEREAS, Land Development Ordinance Section 108-1.7 and other applicable laws provide that the City may abandon the subdivision and other real property interests such as public rights-of-ways, easements, and sight visibility triangles.

WHEREAS, the proposed abandonment of the rights-of-way dedicated to the City via the Final Plat of Estia at Zanjero Trails, as depicted in Exhibit A (attached hereto), complies with the Surprise General Plan and Municipal Code.

WHEREAS, the City Council finds that, subject to the conditions, requirements, reservations and limitations of this Resolution, the rights-of-way dedicated via the Final Plat of Estia at Zanjero Trails are no longer necessary for public use.

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

Section 1. Emergency. The Council hereby finds, determines, and declares that an emergency exists, and that in order to preserve the peace, health, and safety of the City of Surprise, this Resolution shall be effective immediately upon its passage and adoption.

Section 2. Abandonment. Subject to the reservations and conditions below, City's interest comprising the Rights-of-way dedicated by the Final Plat of Estia at Zanjero Trails (MCR #1693-43) are hereby abandoned.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____ 2024.

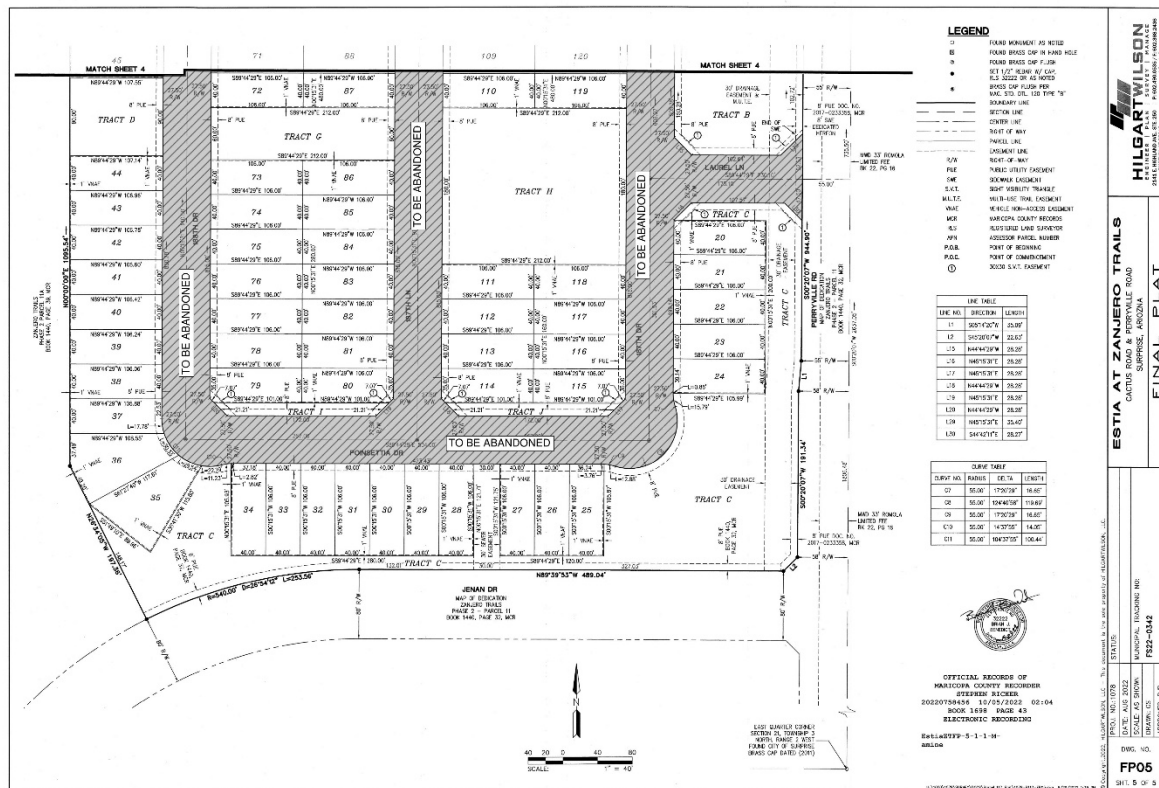
Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

[illegible]



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 3, 2024 Contact Person: Jani Wertin
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Consideration and action pertaining to approval of the Final Plat entitled “Replat Estia at Zanjero Trails” and dated May 9, 2024, a property located at the southwest corner of Cactus Road and Perryville Road; Case FS23-0959.

Motion:

I move to approve the Final Plat entitled, “Replat Estia at Zanjero Trails” and dated May 9, 2024.

Background:

Diego Ortiz of Colliers Engineering & Design seeks approval of a Final Plat of the subject property located at the southwest corner of Cactus Road and Perryville Road. The proposed Final Plat will adjust the property lines of the previously created Estia at Zanjero Trails subdivision, approximately 23.53 acres in size and consisting of 130 lots, to recombine the subdivision into one (1) parcel.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS23-0959 Estia at Zanjero Trails Final Plat - Staff Report
 2. 01 - FS23-0959 Estia at Zanjero Trails - Final Plat - Vicinity Map
 3. 02 - FS23-0959 Estia at Zanjero Trails Final Plat - Zoning Map
 4. 03 - FS23-0959 Estia at Zanjero Trails Final Plat - Final Plat
 5. 04 - FS23-0959 Estia at Zanjero Trails Final Plat - Final Plat Exhibit
 6. 05 - FS23-0959 Estia at Zanjero Trails Final Plat - Luke AFB Letter
 7. FS23-0959 Estia at Zanjero Trails Final Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS23-0959

Project Name: Estia at Zanjero Trails Final Plat

Council District: 3 – Mesquite

City Council Date: August 20, 2024

Planner: Jani Wertin, Planner II

Owner: Kevin Kiesl of TI Investors of Zanjero Trails LLC

Applicant: Diego Ortiz of Colliers Engineering & Design

Request: Final Plat will adjust the property lines of the previously created Estia at Zanjero Trails subdivision, approximately 23.53 acres in size and consisting of 130 lots, to recombine the subdivision into one (1) parcel.

Site Location: Located at the southwest corner of Cactus Road and Perryville Road

Site Size: Approximately 23.53 acres

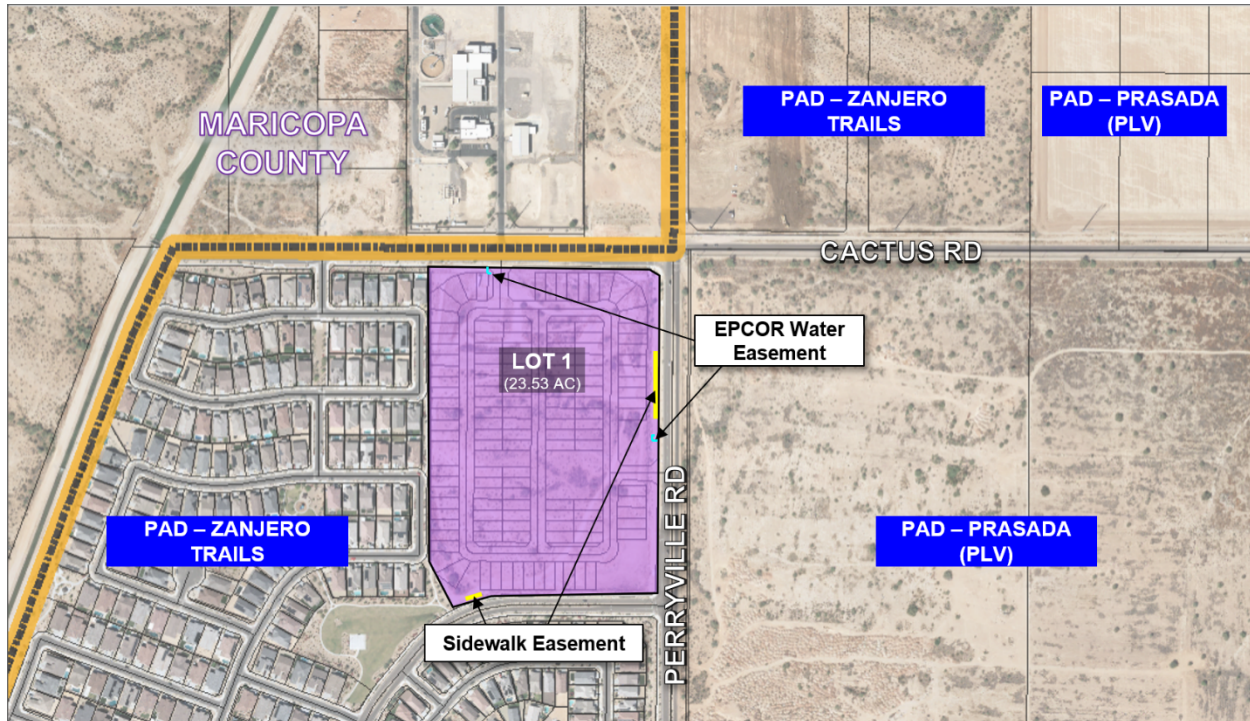
Findings:

- 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:

Diego Ortiz of Colliers Engineering & Design requests approval of a Final Plat entitled "Replat Estia at Zanjero Trails," dated May 9, 2024. The subject parcel is zoned Planned Area Development (PAD) – Zanjero Trails and is located at the southwest corner of Cactus Road and Perryville Road. The proposed Final Plat adjusts the property lines of the previously created Estia at Zanjero Trails subdivision, approximately 23.53 acres in size and consisting of 130 lots, to recombine the subdivision into one (1) parcel for a multi-family development.



The square footage for each parcel is below:

- Lot 1 – 23.53 acres (1,024,870 square feet)

As a part of this subdivision, a water easement will be dedicated to EPCOR at the north and east side of Lot 1 and a sidewalk easement will be dedicated to the City of Surprise at the east and south side of Lot 1. As this subdivision has been platted once before, no other easements or ROW dedications will be required.

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:

62 This project is located within the Neighborhood Character Area of the General Plan. The
63 proposed plat adheres to the design guidelines of the Character Area which supports
64 residential development of 8 dwelling units/acre or more. At a density of 8.5 dwelling
65 units/acre, this development is consistent with the General Plan in this regard.

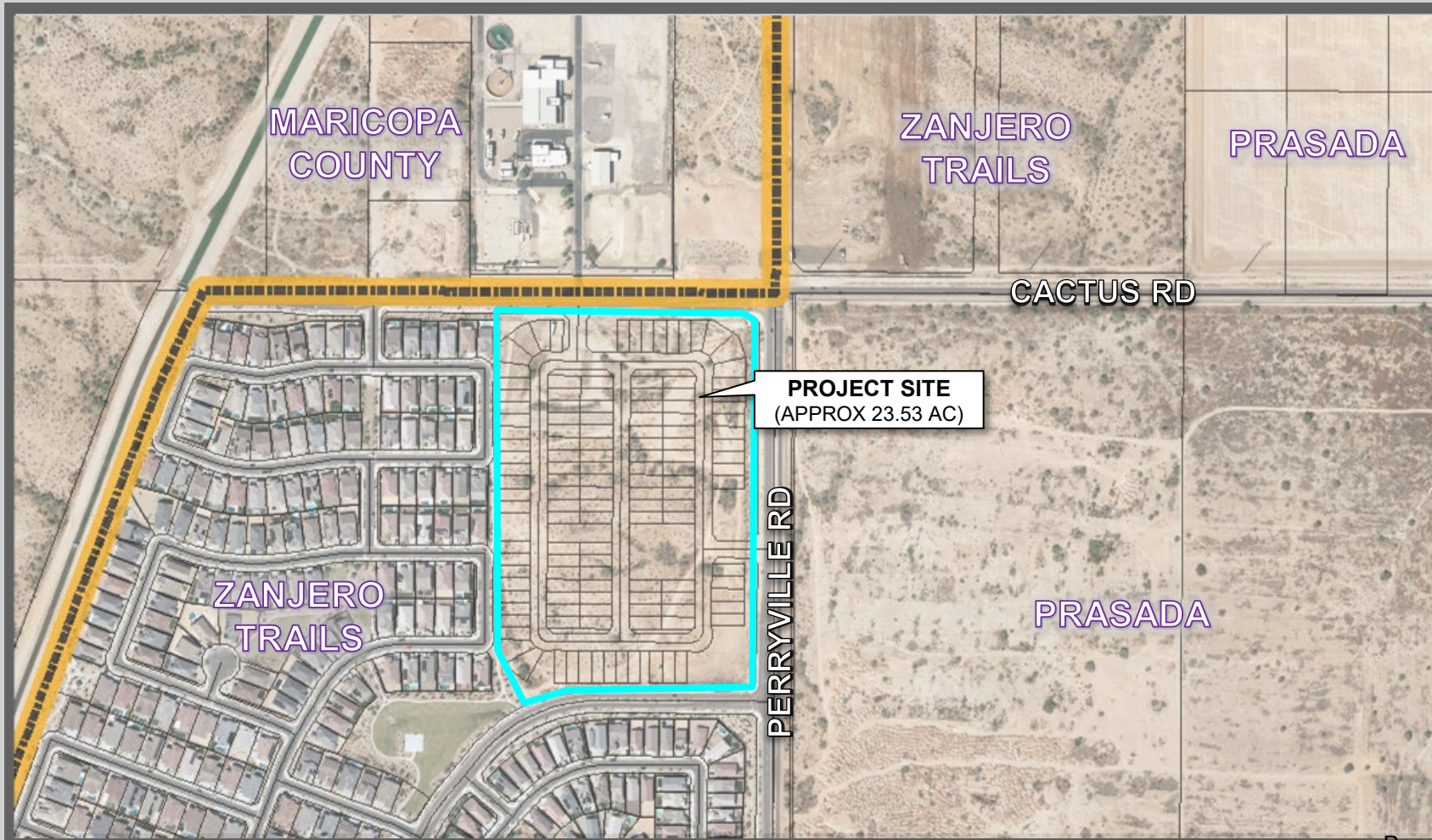
66
67 This request is also consistent with the General Plan in that it promotes connectivity to
68 existing and future development within the overall Zanjero Trails development, offering a
69 range of mobility options.

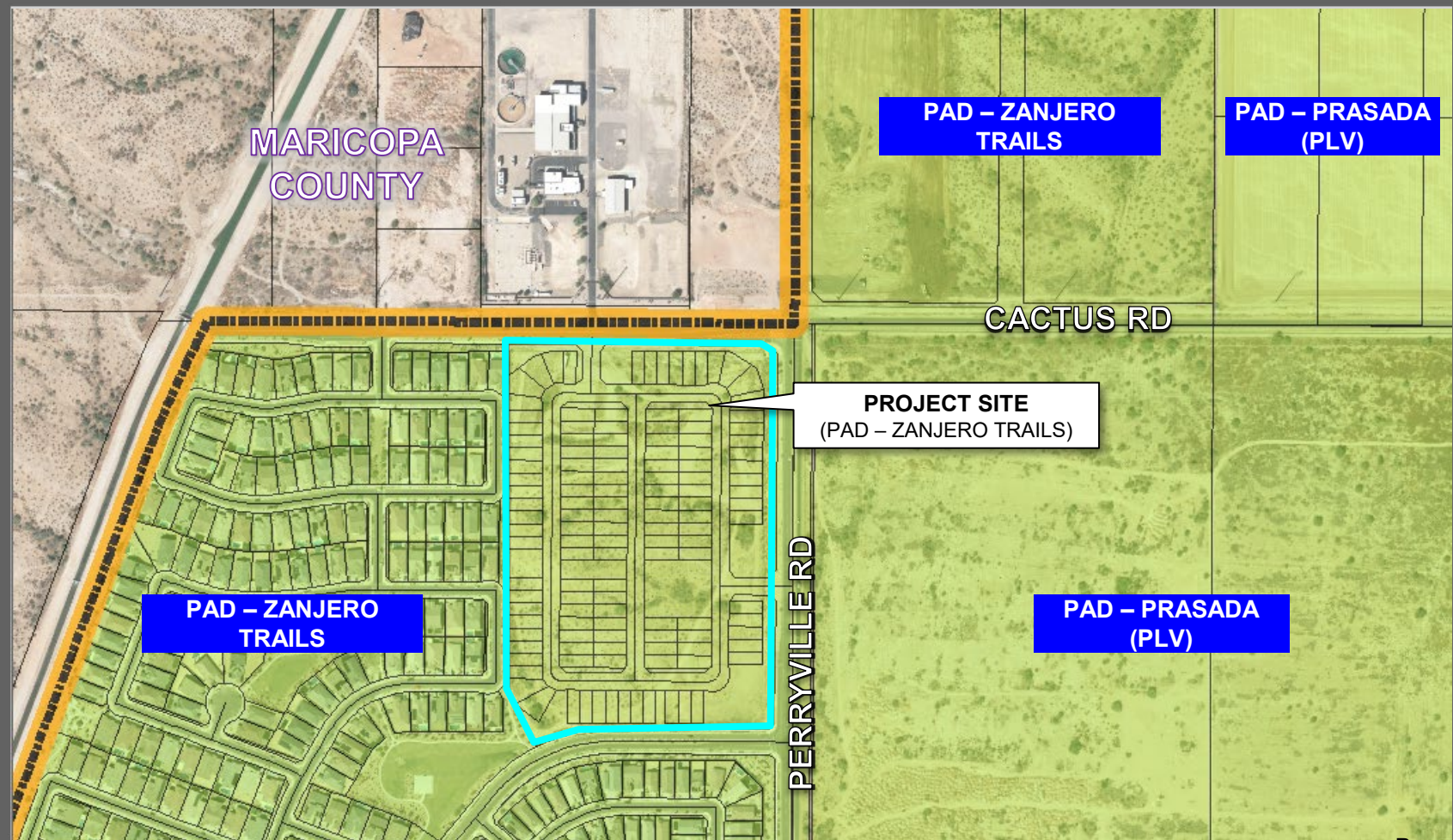
70
71 **Reviewing Agencies:**

72
73 This project was routed to both Luke Air Force Base and the Maricopa Water District.
74 Both agencies have indicated no objections.

75
76 **Attachments:**

77 01 Vicinity Map
78 02 Zoning Map
79 03 Final Plat
80 04 Final Plat Exhibit
81 05 Luke AFB Letter
82 PPT





DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:

TI INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND CITY OF SURPRISE, AS OWNERS, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "ESTIA AT ZANJERO TRAILS", BEING A REPLAT OF THE FINAL PLAT OF ESTIA AT ZANJERO TRAILS RECORDED IN BOOK 1698, PAGE 43, MARICOPA COUNTY RECORDS, ARIZONA, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS RE-PLAT AS AND FOR THE RE-PLAT OF SAID "ESTIA AT ZANJERO TRAILS" AND DECLARES THAT THIS RE-PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

CITY OF SURPRISE HEREBY ABANDONS ALL PUBLIC RIGHTS-OF-WAY AS RECORDED ON THE FINAL PLAT OF ESTIA TRAILS RECORDED IN BOOK 1698, PAGE 43, MARICOPA COUNTY RECORDS, ARIZONA.

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 FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES.

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

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

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

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

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

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

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

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

OWNER HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON, AND ACROSS THOSE AREAS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

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.

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

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

IN WITNESS WHEREOF:

TI INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS 18 DAY OF July, 2024.

BY: Kevin Kiesel

ITS: V.P.

IN WITNESS WHEREOF:

EPCOR WATER ARIZONA INC, AN ARIZONA CORPORATION, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS 16th DAY OF July, 2024.

BY: Gary Miller

ITS: EPCOR, PM

RE-PLAT
OF
ESTIA AT ZANJERO TRAILS
SURPRISE, ARIZONA

A REPLAT OF THE FINAL PLAT OF ESTIA AT ZANJERO TRAILS RECORDED IN BOOK 1698, PAGE 43, MARICOPA COUNTY RECORDS, ARIZONA, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

ACKNOWLEDGMENT

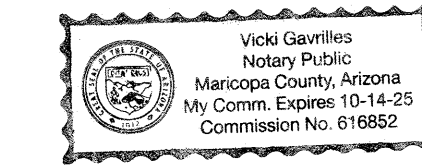
STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE 18 DAY OF July, 2024, BEFORE ME, Kevin Kiesel WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE V.P. OF TI INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

Victor Gierth
NOTARY PUBLIC



MY COMMISSION EXPIRES

ACKNOWLEDGMENT

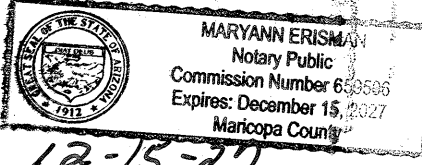
STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE 18 DAY OF July, 2024, BEFORE ME, Gary Miller WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE Manager for EPCOR OF EPCOR WATER ARIZONA INC, AN ARIZONA CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

Maryann Erickson
NOTARY PUBLIC



MY COMMISSION EXPIRES

NOTICES OF ZANJERO TRAILS - PHASE 2
PARCELS 11A-11D DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO A ZANJERO TRAILS - PHASE 2 PARCELS 11A-11D DEVELOPMENT AGREEMENT DATED MARCH 17, 2015 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON MARCH 18, 2015, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 2015- 0182221. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT TI INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS 18 DAY OF July, 2024

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("MWD")

BY: Christine Cain
CHRISTINE CAIN

ITS: PROPERTY & CONTRACTS MANAGER

ATTEST:

BY: Glen Vorthers
GLEN VORTHERS

ITS: ASSISTANT SECRETARY

TI INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: Kevin Kiesel
V.P.

OWNER

TI INVESTORS OF ZANJERO TRAILS, LLC
706 E BELL ROAD SUITE 212
GLENDALE, ARIZONA 85022
CONTACT: KEVIN KIESEL
PHONE: (602) 996-6800
EMAIL: KKIESL@HBTZ.COM

SURVEYOR

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

BASIS OF BEARING

BASIS OF BEARING IS S00°20'07"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BETWEEN THE MONUMENTS AS SHOWN HEREON. PER MAP OF DEDICATION RECORDED IN BOOK 1440, PAGE 32 OF MARICOPA COUNTY RECORDS.

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2024, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY OF _____, 2024.

ATTEST:

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

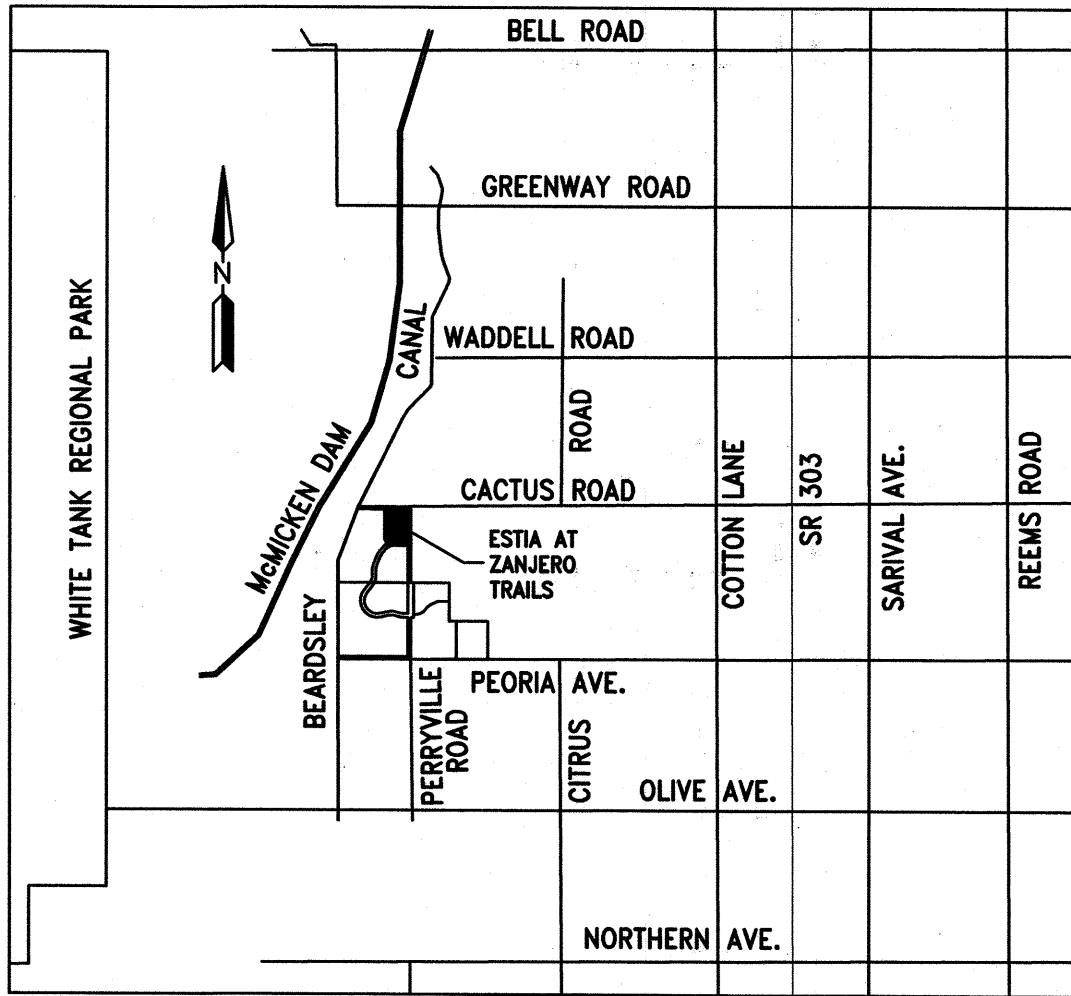
CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com



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



VICINITY MAP
NOT TO SCALE

DEVELOPER

KM DEVELOPMENT, CORP.
706 EAST BELL ROAD, SUITE 212
PHOENIX, ARIZONA 85022
PHONE: (602) 996-6800
CONTACT: KEVIN KIESEL
EMAIL: KKIESL@HBTZ.COM

SHEET INDEX

RP01 COVER SHEET
RP02 NOTES & LEGAL DESCRIPTION,
SHEET INDEX MAP,
LOT/TRACT AREA TABLE &
VISIBILITY DETAIL
RP03-RP04 FINAL PLAT SHEETS

ESTIA AT ZANJERO TRAILS

CACTUS ROAD & PERRYVILLE ROAD
SURPRISE, ARIZONA

RE-PLAT

STATUS:

PROJ. NO.: 1078

DATE: JULY 2024

SCALE: NONE

DRAWN: GS

APPROVED: BJB

MUNICIPAL TRACKING NO:
FS 23-0959

DWG. NO.

RP01

SHT. 1 OF 4

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 INTERESTS DESCRIBED AND DELINEATED WITHIN CERTAIN SUBDIVISION PLATS, OR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF TURF LANDS OR DECLARATIONS OF URBANIZED AREA, THAT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS, AS DEFINED IN THE IGA. THE IGA PROVIDES FOR THE CITY TO HAVE A PUBLIC UTILITY EASEMENT WITHIN CERTAIN MWD PROPERTY INTERESTS AND FOR MWD TO HAVE AN EASEMENT WITHIN CITY'S PUBLIC RIGHTS-OF-WAY. CITY AND MWD RIGHTS WITHIN THESE EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE IGA.

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

THE LOSERS DEPICED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERTIGHTS 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.

T INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA 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 THE ATTACHED MAP, (3) IMPROVE THE RIGHT-OF-WAY 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.

THE CITY OF SURPRISE AGREES TO INDEMNIFY TI INVESTORS OF ZANJERO TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR THOSE OF ITS SUCCESSORS AND ASSIGNS FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING SOLELY FROM THE NEGLIGENT, WILLFUL, MALICIOUS, OR GROSSLY NEGLIGENT CONDUCT OF THE CITY OF SURPRISE, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE DAMAGE, INJURY, OR DEATH.

1. 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.
2. 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.
3. 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.
4. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
5. THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE DESIGNATION STATEMENT. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE SHADED ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1655L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
6. 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.
7. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
8. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'X30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL THIS SHEET) (SEE CITY OF SURPRISE AZ. ENGINEERING DEVELOPMENT STANDARDS DETAIL NO. 4-02)
9. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
10. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
11. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
12. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.

A PARCEL OF LAND BEING SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT 1	1,024,870	23.5278



PROJ. NO.: 1078	STATUS:
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DATE: JULY 2024

SCALE: NONE

DRAWN: GS

STATUS: MUNICIPAL TRACKING NO:

ESTIA AT ZANJERO TRAILS

CACTUS ROAD & PERRYVILLE ROAD

SURPRISE, ARIOZNA

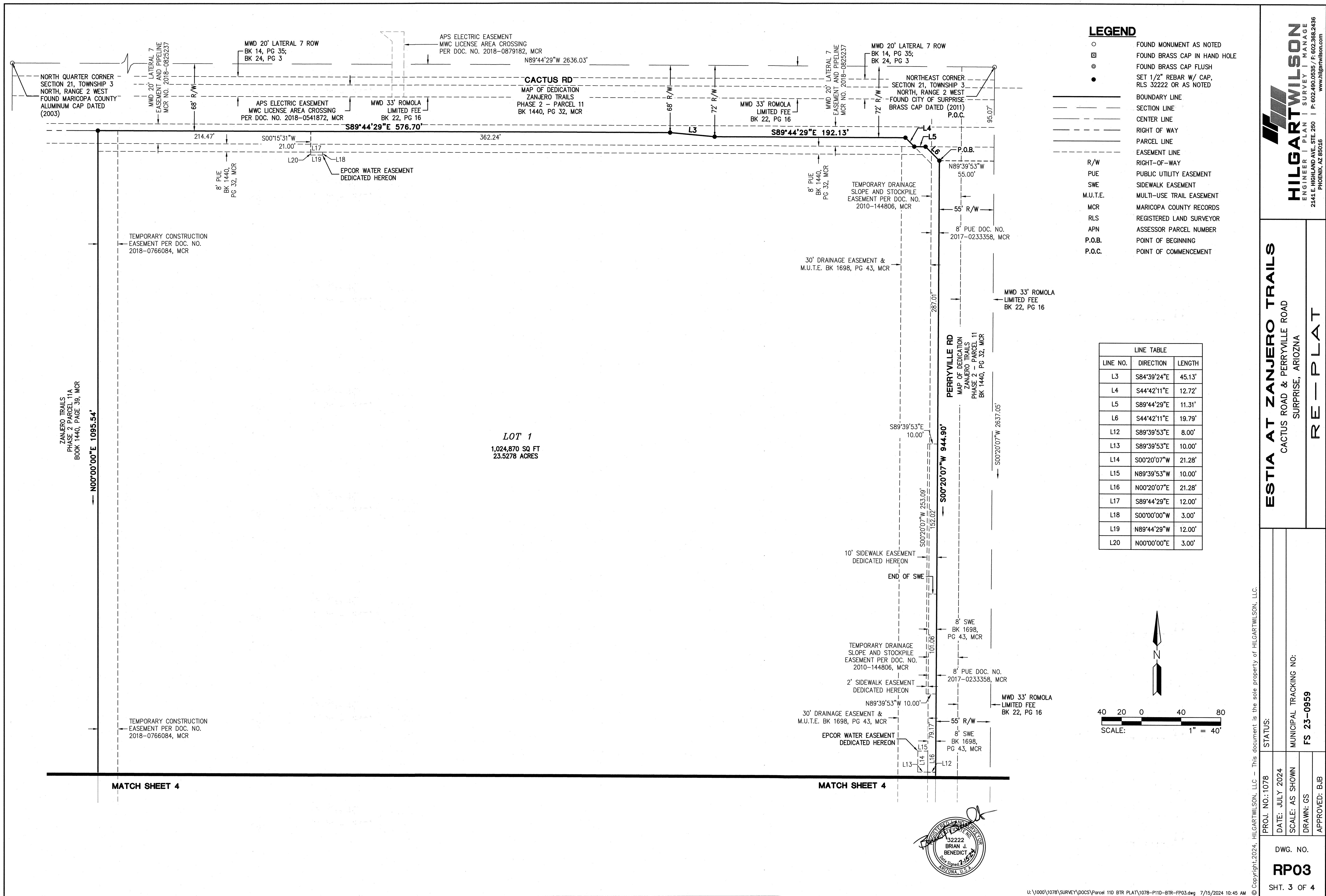
RE-PLAT

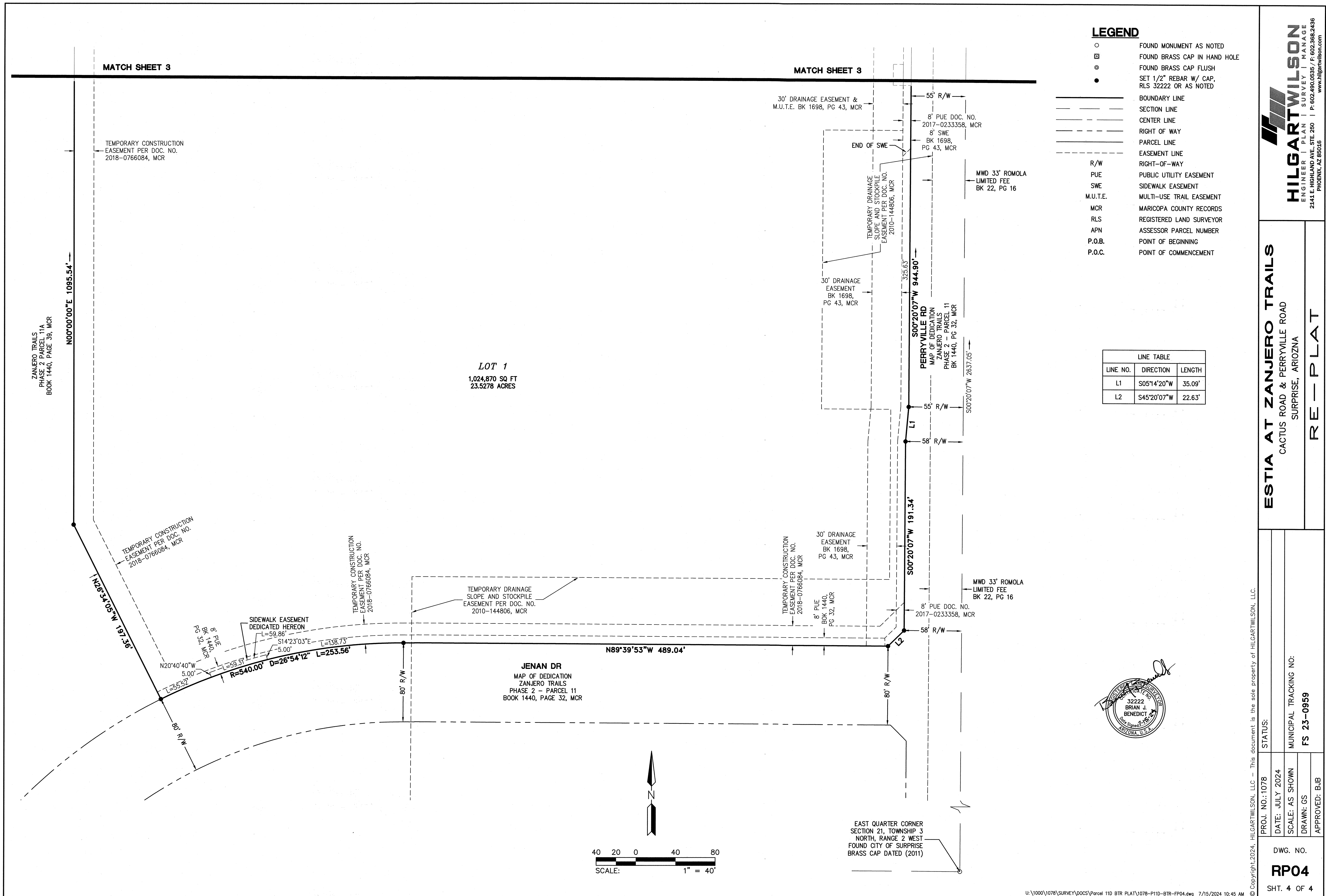


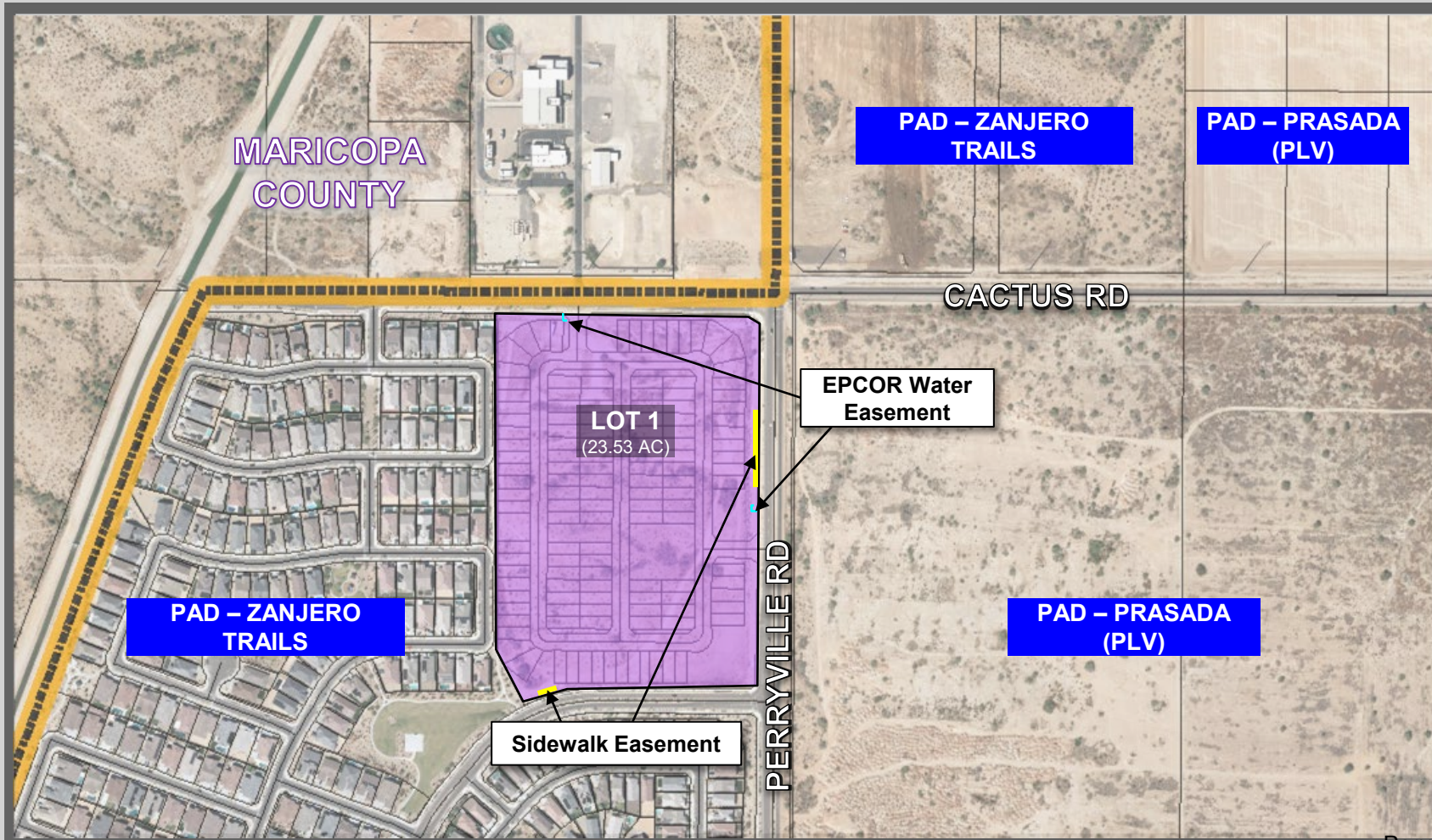
DWG. NO.

RP02

SHT. 2 OF 4







From: [RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE](#)
To: [Tierney Farago](#)
Cc: [56 FW/CIT Community Initiative](#)
Subject: RE: FS23-0959 Estia At Zanjero Trails New Digital Submittal 11.01.23
Date: Friday, November 3, 2023 3:23:07 PM
Attachments: [Estia at Zanjero Trails \(CR23-0653\).pdf](#)
Importance: High

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

Good afternoon Ms. Farago,

Thank you for allowing Luke AFB to review and comment on the design application for Estia at Zanjero Trails. I have attached our previous response and notated the reduction in the number of dwelling units as well as slight changes to the overall site plan.

Respectfully,

Jenn Rahn

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

From: Tierney Farago <Tierney.Farago@surpriseaz.gov>
Sent: Wednesday, November 1, 2023 4:56 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.org>; Bryce Christo (bchristo@cityofelmirage.org) <bchristo@cityofelmirage.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren Gerard <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; John Willett (City of Buckeye) <jwillett@buckeyeaz.gov>; Jorge Gastelum (City of El Mirage) <jgastelum@cityofelmirage.org>; Judy Lopez - Beardsley Water Company <managefnm365@aol.com>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities)

<Rovell.Foggy@libertyutilities.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>

Subject: [Non-DoD Source] FS23-0959 Estia At Zanjero Trails New Digital Submittal 11.01.23

Good afternoon,

Attached please find the **application, narrative, final plat, and site plan** for the above referenced project.

Please feel free to contact us with any questions.

Thanks,

TIERNEY FARAGO

Planning Project Coordinator

City of Surprise | Community Development

16000 N. Civic Center Plaza

Surprise, AZ 85374

623-222-3154

PLEASE NOTE: Effective August 3, 2022 we will be adding 2 business days for out-processing notices.

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

18 August 2023

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

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

Re: CR23-0653; Estia at Zanjero Trails (APNs 502-07-751, 502-07-745, 502-07-746)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the concept review and site plan for the proposed Estia at Zanjero Trails. The site sits on approximately 28 acres of vacant land located on the southwest corner of Cactus Rd and Perryville Road in Surprise, AZ. Estia will contain approximately 248, single-story detached residences. The site falls approximately 3.92 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. This request for 8.9du/ac meets these guidelines due to being outside the 3-mile concept and does not impact the flying operations of Luke AFB.

The site is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights a day. If this development is approved, we recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant would be essential to inform potential tenant(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: 2023.08.18 08:57:32 -07'00'

CHRISTOPHER P. TOALE

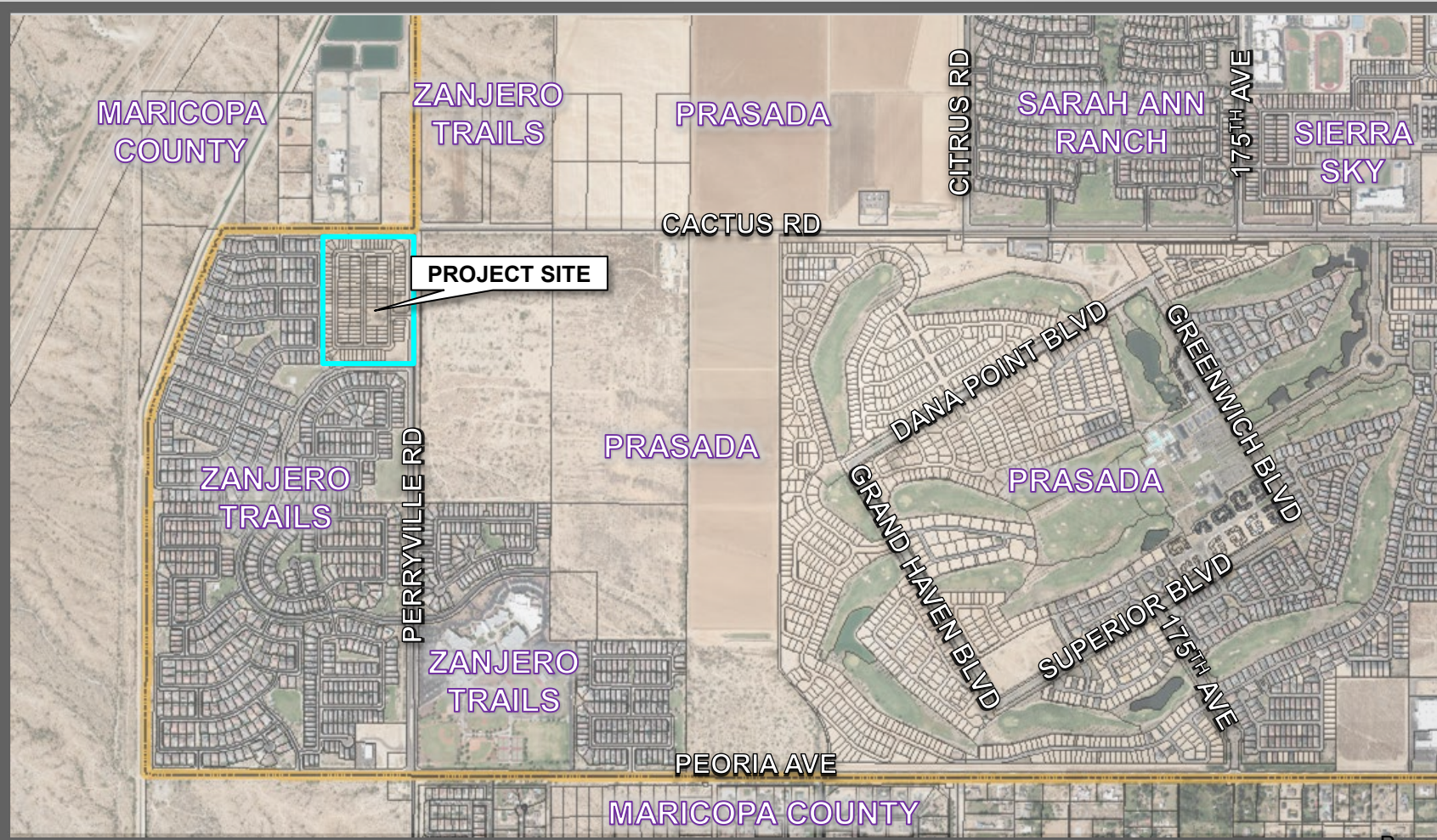
cc:

Colonel Keagan L. McLeese, Deputy Commander, 56th Fighter Wing
Mr. Timothy A. Forero, GS-13, General Law Attorney, 56th Fighter Wing
Ms. Demetria Themistocles, GS-13, General Law Attorney, 56th Fighter Wing

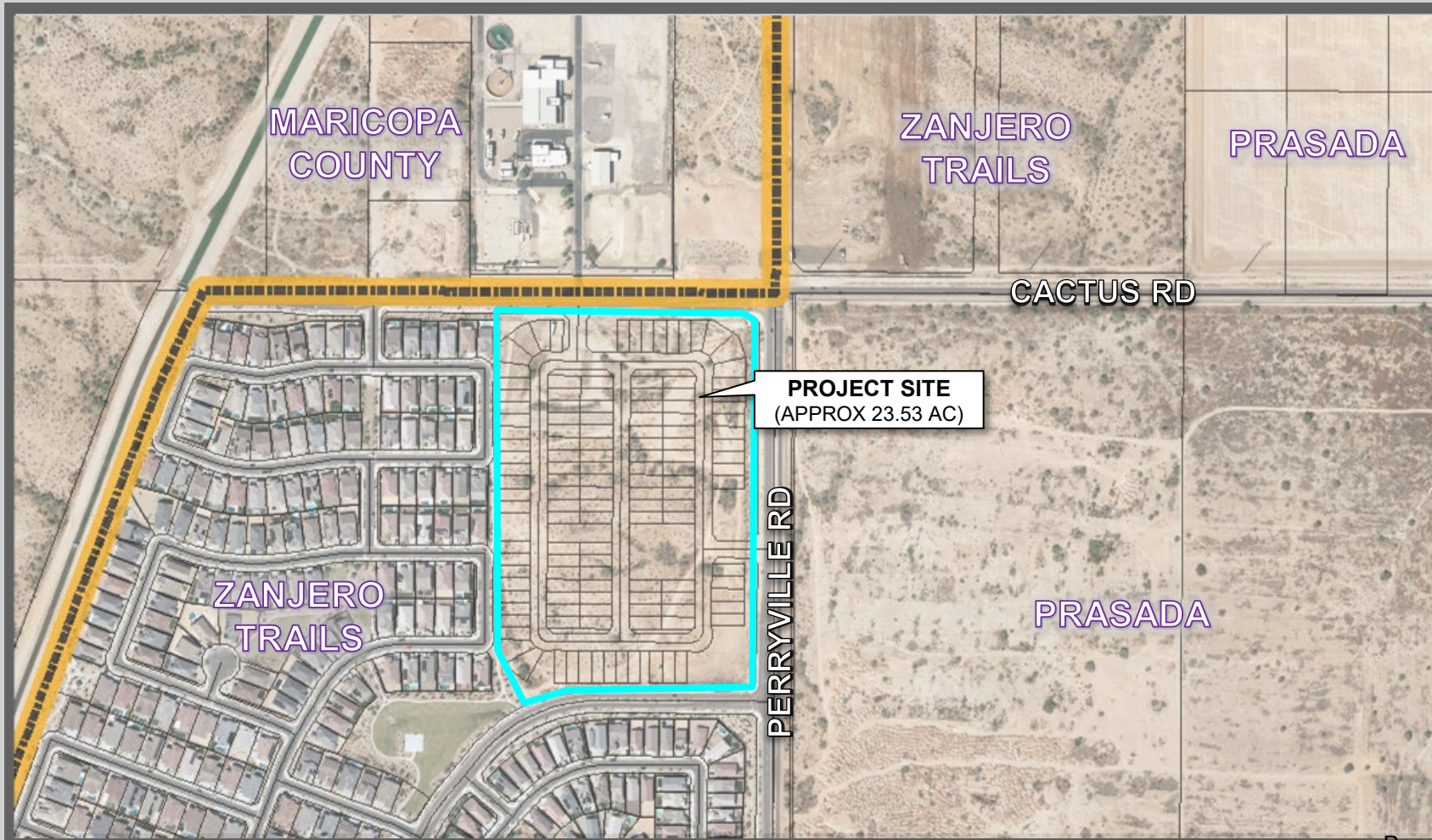


FS23-0959 Estia at Zanjero Trails - Final Plat

City Council
August 20, 2024



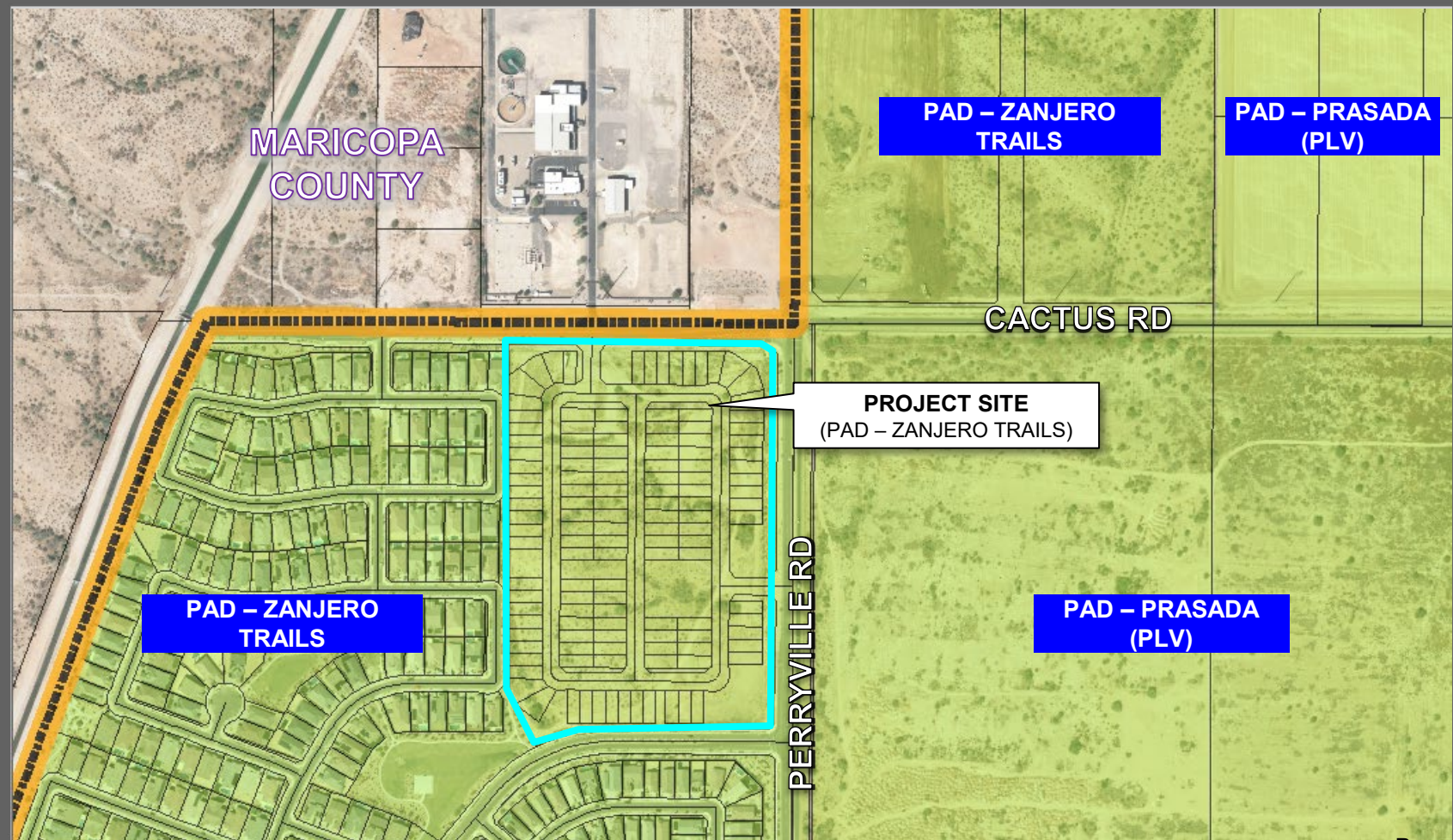
FS23-0959 VICINITY MAP



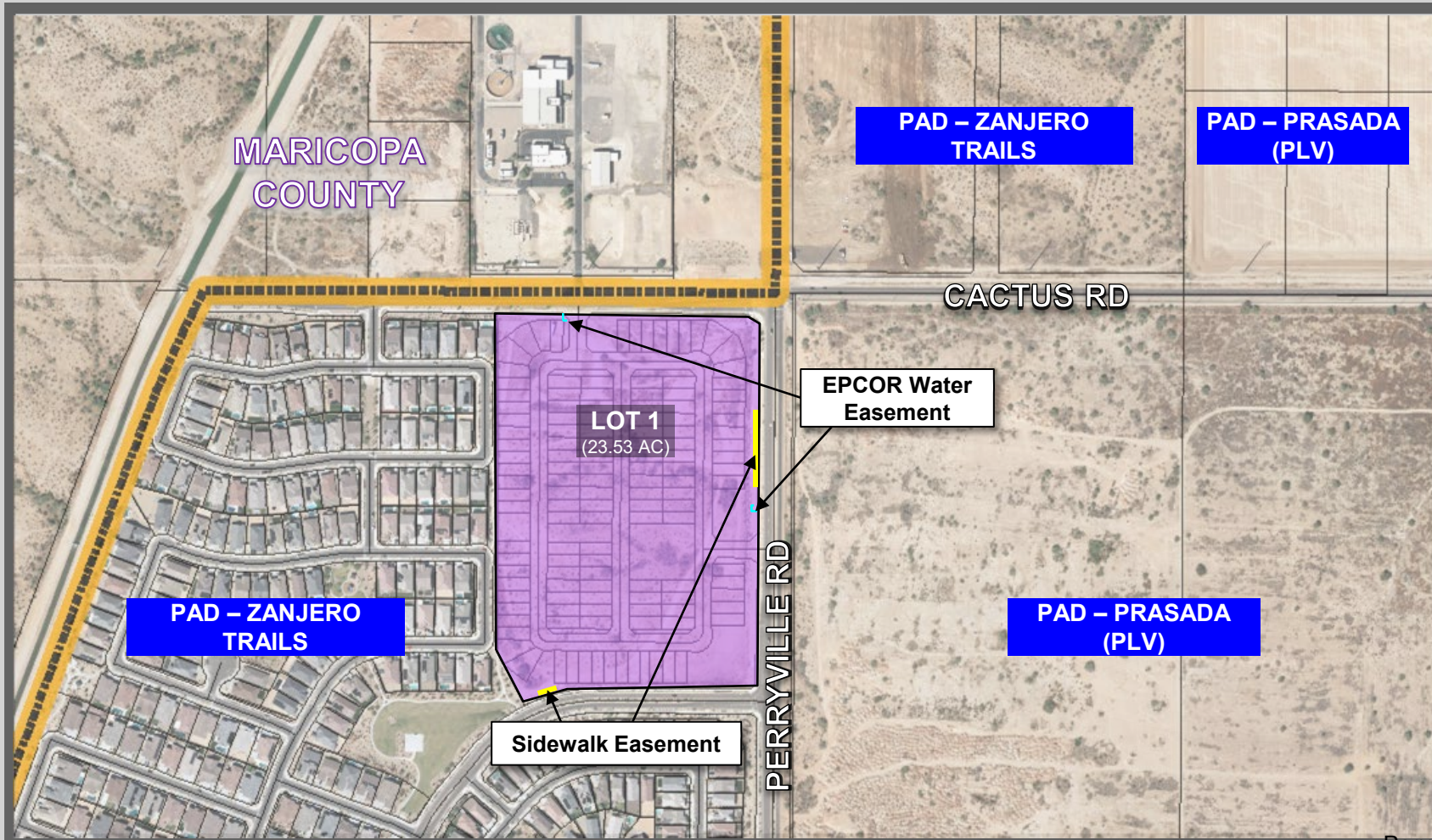


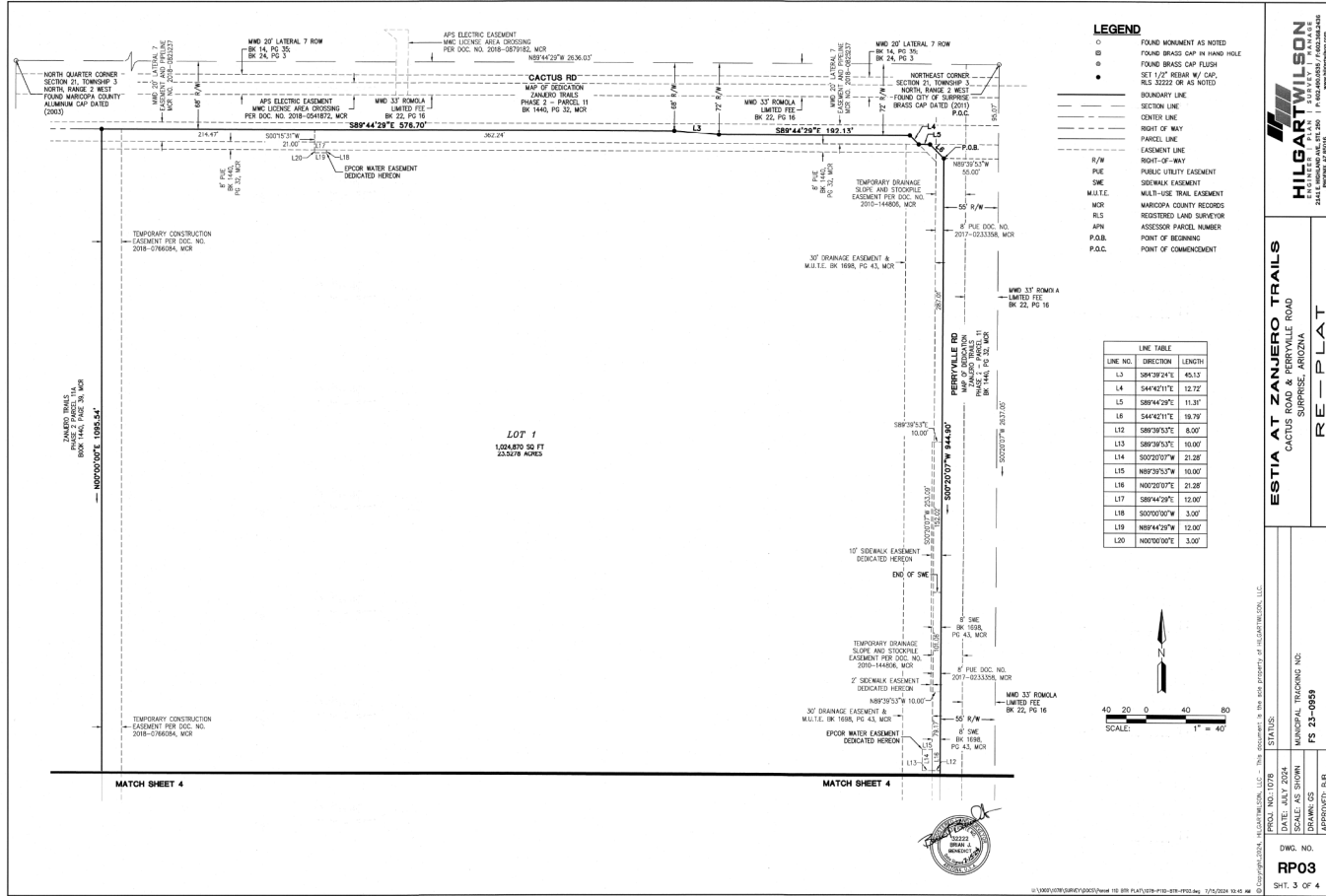
BACKGROUND

- **October 11, 2008:** The Mayor and City Council approved Ordinance #08-34, annexing the subject property into the City of Surprise.



FS23-0959 ZONING MAP





FS23-0959 FINAL PLAT



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 3, 2024
Submitting Department: Legal
Staff Recommendations:

Contact Person:
District: Citywide

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

Consideration and action to recess into executive session for discussion or consultation for legal advice from the City Attorney pertaining to public participation at council meetings pursuant to A.R.S. 38-431.03(A)(3).

Motion:

I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:
