



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

Tuesday, October 15, 2024 @ 6:00 PM
COUNCIL CHAMBERS
Amended on 10/14/24*

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

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

F. City Clerk Report

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| 1. | Citywide | November Election Update | Kristi Passarelli
City Clerk |
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G. Regular City Council Meeting Agenda

CONSENT AGENDA:

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| 2. | Internal | Consideration and action to approve the October 1, 2024 Regular City Council Meeting Minutes. | Kristi Passarelli
City Clerk |
| 3. | Internal | Consideration and action to correct the term ending date for commissioner Desiree Van Loon, Library Advisory Commission, from term expiration June 30, 2027 to term expiration June 30, 2025. | Kristi Passarelli
City Clerk |
| 4. | Citywide | Consideration and action pertaining to entering into an agreement with the Tohono O'odham Nation to accept two grant awards, approving a Fiscal Year 2025 budget amendment moving budget in the amount of \$142,900, and amending the Fiscal Year 2025 Contract Awarding Authority List; Resolution 2024-159. | Seth Dyson
Human Svcs and
Comm Vitality |
| 5. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A3, generally located at the northeast corner of West McMicken Way and North 147 th Avenue. Case FS19-754. Resolution # 2024-145. | Kristin Tytler
Public Works |
| 6. | District 5 | Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, ORCHARDS PARCELS 1-2-3-4-5 pursuant to | Kristin Tytler
Public Works |

A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-149.

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|-----|------------|---|---|
| 7. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at North Copper Canyon Parcel 3.3 Final Plat, generally located at the southwest corner of Pinnacle Peak Road and Citrus Road. FS20-674. Resolution # 2024-28. | Kristin Tytler
Public Works |
| 8. | District 1 | Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A22, generally located at the northwest corner of West Happy Valley Road and North 147 th Avenue. Case FS20-644. Resolution # 2024-155. | Kristin Tytler
Public Works |
| 9. | District 5 | Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, MARIPOSA ACRES #135 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-100. | Kristin Tytler
Public Works |
| 10. | District 1 | Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, DESERT OASIS LIGHTING IMPROVEMENT DISTRICT NO. 1 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-151. | Kristin Tytler
Public Works |
| 11. | District 5 | Consideration and Action on accepting a Drainage Easement from Surprise Towne Center Holdings, LLC at Bell Road and Grand Avenue. | Lloyd Abrams
Community
Development |
| 12. | District 3 | Consideration and action pertaining to approval of the Final Plat entitled "Replat Sycamore Farms Towne Center," dated August 24, 2024, a property located at the southeast corner of Cactus Road and Loop 303. Case# FS24-0097. | Chris Sexton
Community
Development |
| 13. | Citywide | Consideration and action pertaining to approval of an Intergovernmental Agreement with Maricopa County Department of Transportation (MCDOT) Resolution #2024-152 | Eric Boyles
Transportation |
| 14. | Citywide | *Consideration and action pertaining to approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$140,300, and authorization to accept a grant award from the Arizona Department of Public Safety to provide services to crime victims; Resolution #2024-163 #2024-164, RFLS 9689. | Benny Pina
Police |
| 15. | Citywide | Consideration and action pertaining to approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$13,600 and authorization to accept a grant award from the Arizona Commission on the Arts; Resolution #2024-165. | Julie Akerly
Arts, Culture &
Library Department |

REGULAR AGENDA ITEM - PUBLIC HEARING:

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| 16. | District 1 | Consideration and action pertaining to a rezone of approximately 10 acres from Rural Residential (RR) to | Jani Wertin |
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Residential Medium Density (R-2) on a vacant parcel, generally located east of the northeast corner of Sun Valley Parkway and 219 th Avenue. FS24-0120. Ordinance #2024-32.	Community Development
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|----------------|---|--|
| 17. District 1 | Consideration and action regarding the annexation of approximately 1.9 acres of county land, generally located on Jomax Road, east of 163 rd Avenue. Case FS24-0548. | Trevor Fleetham
Community Development |
|----------------|---|--|

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

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|----------------|---|---------------------------------------|
| 18. District 1 | Consideration and action pertaining to the approval of a Resolution for the Intent to Annex for the project known as Surprise 295. Case# FS24-0623. Resolution #2024-147. | Chris Sexton
Community Development |
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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).

L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, October 10, 2024 @ 1:30 PM
 *Amendment posted on Monday, October 14, 2024 @ 1:15 PM

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 15, 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: October 15, 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: October 15, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

November Election Update

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 15, 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 October 1, 2024 Regular City Council Meeting Minutes.

Motion:

I move to approve the October 1, 2024 Regular City Council Meeting Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 100124 Regular Meeting Minutes DRAFT
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CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, October 1, 2024 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular Council Meeting of October 1st, 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 in a moment of silence.

B. Roll Call

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

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance

D. Proclamation and Community Acknowledgements

2. Domestic Violence Awareness Month

Mayor Hall declared that it was Domestic Violence Awareness Month.

Mayor Hall recognized County Supervisor Clint Hickman for attending the meeting.

E. City Manager Report

City Manager, Bob Wigenroth, introduced Jeanine Jerkovic, Economic Development Director to talk about the awards the Economic Development Department received recently.

3. City Manager sub-text

4. Reports

F. City Clerk Report

5. Reports

G. Regular City Council Meeting Agenda

6. CONSENT AGENDA:

Motion: To Approve

Initiated By: Nick Haney

Seconded By: Patrick Duffy

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

No: None

Abstain: None

Vote Result: Passed

1. Consideration and action to approve the September 17, 2024 Regular City Council Meeting Minutes, and Work Session Minutes.
2. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Toll at Prasada, Unit Q - Phase 3 - SF, generally located at the northwest corner of West Peoria Road and North Cotton Lane; Resolution #2024-141.
3. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Toll at Prasada, Unit I – Phase 3 Final Re-Plat, generally located at the northwest corner of West Peoria Road and North Cotton Lane; Resolution #2024-142.
4. Consideration and action pertaining to the approval and grant of a Wired Telecommunications License and Right of Way Use Agreement with Accipiter Communications, Inc. d/b/a Zona Communication and Wyverd Fiber; Resolution #2024-156.

7. REGULAR AGENDA ITEM - PUBLIC HEARING:

5. Consideration and action pertaining to a rezone from Rural Residential (RR) to Light Industrial (I-1) for approximately 0.65 acres generally located west of Litchfield Road and north of Waddell Road; Ordinance # 2024-31.

Trever Fleetham, came to present this item. He talked about the Vicinity Map, Existing Zoning Map, Proposed Zoning Map, General Plan Land Use, Outreach, and Recommendation.

Alex Christ, a Surprise Resident, came to express his concerns regarding the traffic for the area.

Mayor Hall asked if the traffic concerns was brought up in the prior meetings. Trever said it was. Mayor Hall asked if the noise factor was brought up. Trever said it was

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

6. Presentation, discussion, and public hearing pertaining to the Nobella Annexation, Case FS24-0548.

Trever returned to present this item. He talked about the Vicinity Map, Area to be Annexed, and Annexation Steps.

Vice-Mayor Haney asked for clarity for what was being annexed. Trever showed on the map.

8. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

7. Consideration and action pertaining to approval of an amendment to the Surprise Municipal Code, Chapter 38 *Parks & Recreation*, Article II. *Public Conduct in Parks*, pertaining to definitions, hours of operations, rules of conduct, enforcement, and dogs and dog parks; Ordinance #2024-34.

Holly Osborn, came to talk about this item. She talked about why the update is needed, and Proposed Amendments.

Mayor Hall asked about bringing bigger dogs into the little dog portion and how the city is enforcing against aggressive dogs? Holly talked about existing dog park rules and who to call for a dog bite incident. Mayor Hall asked about what happens if the dog leaves after the fact? Holly said they would then go down the police investigation route. Mayor Hall asked if there was a way to have volunteers at dog parks? Holly said they could investigate it.

Councilmember Duffy asked about cameras at the dog park? Holly said they could look into it for future budgets. He asked if this was a problem locally? Holly said it had been going on for about a year. He asked about the structure of the park and if they were different? Holly said they try to keep them identical. Mayor Hall asked if there was an intention to define aggressive dog in code? Holly said it was already in code.

Councilmember Hastings, asked about the flexibility of enforcing rules? Holly said there wasn't anything that gives the authority to enforce by size. Councilmember Hastings talked about liking the proposed changes.

Vice-Mayor Haney asked if there was a plan to do a more current survey? Holly said they will do another one.

Councilmember Cline, asked about taking action outside of the dog park areas. Holly said this would give the park rangers ability to take action.

Councilmember Remley, asked about dog biting issues and animal control and if it was possible to have cameras opposite to the dog park entrances. Holly said they could work with IT to set that up. He also asked about the dog waste disposal stations? Holly said the program didn't work so well and they provide bags now.

Jessica Hansen, a Surprise Resident, came to talk about this item. She expressed her support for this item.

Colleen Knoll, a Surprise Resident, came to talk about this item. She expressed her support for this item.

Virginia Hancock, a Surprise Resident, came to talk about this item. She expressed her support for this item.

Councilmember Hastings, thanked citizens for showing up and talking about this.

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

8. Consideration and action pertaining to approval of a Memorandum of Understanding between the City of Surprise and the Flood Control District of Maricopa County establishing the intent of the parties to develop areas of the McMicken Dam area for recreational and open space uses.

City Manager, Bob Wigenroth, presented this item. He introduced Councilmember Judd to talk

about this item.

Councilmember Judd, gave a background about this item, and the potential the land has for the city and conservation. He invited Clint Hickman to talk about this item. County Supervisor, Clint Hickman, talked about the background of the project. He talked about the potential benefits that this project will have for the City.

Paul Baughman, Flood Control District Chief Engineer and General Manager, came to talk about the dam and the Memorandum of Understanding. He talked about the history of the dam flooding. Mayor Hall talked about North Carolina and the impact of the current storm and floods over there.

Brad Meckam, presented this item. He talked about the Background and Timeline, 2040 General Plan, Strategic Plan, Parks & Rec Master Plan, Overview, Maricopa Trail, and Phasings. Holly, talked about the opportunities for open space, Open Space Amenities, Programmable Park Amenities, and Next Steps. Brad talked about the upcoming timeline and agreements.

Councilmember Cline, talked about the opportunities this presents.

Councilmember Duffy, talked about the item.

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

9. Presentation and discussion regarding the Southwest Valley Chamber of Commerce; its mission, services, and the potential of partnering with the City of Surprise in the future.

Jeff Campos, President/CEO of the Southwest Valley Chamber of Commerce, came to present this item.

Councilmember Hastings, asked if they could get a brief history of the topic? He talked about the previous Surprise Chamber. He talked about the possibilities this could present. Jeff said they hoped to enhanced what exists.

Councilmember Judd, said he missed having an active chamber. He asked how many Surprise businesses are members? Jeff said he didn't know off the top of his head. He talked about missing having volunteers too.

Mayor Hall asked if they would implement a lift plan? Jeff said they would. Mayor Hall asked if they would consider a name change? Jeff said they have considered it before. He talked about the area they serve. Mayor Hall if they charge by employee? Jeff said they scale it by size. Mayor Hall gave kudos to the Economic Development Department.

Councilmember Cline, talked about things the City picked up. She also talked about non-profit entities.

Councilmember Remley, he talked about his previous experience with other chambers and the networking potential.

Vice-Mayor Haney talked about adding value and not substituting the Economic Development Department.

H. Call To The Public

Alex Christ, a Surprise Resident, came to talk about the upcoming elections.

I. Other Business and Future Agenda Items

J. City Council Reports

Councilmember Judd talked about his upcoming meet and greet at Total Wine on Saturday at 9 A.M.

Councilmember Hastings, thanked Judd for his ideas.

Councilmember Remley, thanked Judd as well. He talked about the growth of the City. He said his meeting is the 4th Wednesday of the month.

Councilmember Cline, talked about the meetings she's had lately. She said her next meetings are at the end of the month.

Councilmember Duffy, talked about his upcoming Meeting and Greet.

Vice-Mayor Haney, talked about the activity in District one. He talked about his previous experience in the City and thanked Danny Levisi.

Mayor Hall, talked about Fiesta Grande and GAIN night coming up. He also talked about Jim Connor passing away.

K. Executive Session

9. Executive Session Items

10. Executive Disclaimer - Part 1

11. Executive Disclaimer - Part 2

12. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn

Initiated By: Nick Haney

Seconded By: Jack Hastings

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

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 8:12 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, October 1, 2024.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 15, 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 correct the term ending date for commissioner Desiree Van Loon, Library Advisory Commission, from term expiration June 30, 2027 to term expiration June 30, 2025.

Motion:

I move to approve the correction of term expiration for Commissioner Desiree VanLoon, Library Advisory Commission to term expiration June 30, 2025.

Background:

This appointment was to fill the vacancy of the seat originally held by Kevin Perry, term expiration June 30, 2025.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024
Submitting Department: Human Svcs and Comm
Vitality
Staff Recommendations:

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: Citywide

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

Consideration and action pertaining to entering into an agreement with the Tohono O'odham Nation to accept two grant awards, approving a Fiscal Year 2025 budget amendment moving budget in the amount of \$142,900, and amending the Fiscal Year 2025 Contract Awarding Authority List; Resolution 2024-159.

Motion:

I move to approve Resolution 2024-159.

Background:

The Human Service and Community Vitality (HSCV) Department applied for funding from the Tohono O'odham Nation in the amount of \$97,000 to support the purchase of a generator for the new Surprise Multigenerational Community Resource Center that will begin construction this fall. The center will house Senior Services, Hollyhock Library, and the Resource Center programs and partner agencies. This emergency backup generator system is essential to support the center during power outages and assist in our public safety emergency planning efforts.

In addition, the Surprise Fire-Medical Department (SFMD) applied for funding from the Tohono O'odham Nation in the amount of \$45,829.81 for the purchase of an autonomous, professional grade drone equipped with high-quality thermal imaging. SFMD has operated and maintained an unmanned aerial system (UAS) program since 2020. This program consists of ten trained FAA Part 107 pilots that can operate SFMD drones. The current drones utilized by SFMD provide incident commanders on fire incident scenes to obtain vital information related to fire growth and firefighter safety. The incident commander is able to make more informed decisions as a result of the use of a drone.

Objective Analysis:

This action will allow the Surprise Multigenerational Community Resource Center to support the community by providing uninterrupted services to the citizens of Surprise in the event of an emergency. This center will be providing low-cost meals to our seniors as well as providing much needed assistance and resources to the community. Accepting grant funding to support the purchase of a generator for the new building that will house these programs will allow these services to continue even in the event of a

power outage.

Additionally, this action will allow SFMD to maximize the true potential of the UAS program. Adding a new drone to the inventory will allow increased availability for use during fire incidents. The new drone technology enables a pilot to remotely operate the drone. This saves critical time in reaching and assessing fire incidents. Accepting grant funding to support the purchase of a new drone will allow the UAS program to increase fire incident command efficiencies and provide vital information to fire personnel in a timely manner.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

This action will authorize the acceptance of a one-time combined grant award of \$142,829.81 for the purchase of a generator for the Multigenerational Community Resource Center and an autonomous, professional grade drone equipped with high-quality thermal imaging. There is no City match requirement.

Budget Impact:

This action will result in the movement of budget authority from General Contingency to the Grants Fund in the amount of \$97,000 to Project G51730D and \$45,900 to Project G34204. This action represents a movement of budget authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Resolution 2024-159 Tohono O'odham Grant-in-Aid
 2. Tohono O'odham Grant-In-Aid Agreement
-

RESOLUTION # 2024-159

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH TOHONO O'ODHAM NATION TO ACCEPT TWO GRANTS, AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY FROM GENERAL CONTINGENCY TO THE GRANTS FUND IN THE AMOUNT OF \$97,000 TO PROJECT G51730D AND \$45,900 TO PROJECT G34204, AND AMENDING THE FISCAL YEAR 2025 CONTRACT AWARDING AUTHORITY LIST (CAAL) BY INCREASING CAAL NO. 25231 BY \$97,000.

WHEREAS, the City of Surprise Human Service & Community Vitality (HSCV) Department applied for a 2024 Tohono O'odham Nation Emergency Preparedness grant in the amount of \$97,000 for a generator for the Multi-Gen Community Resource Center;

WHEREAS, the City of Surprise Fire-Medical Department (SFMD) applied for a 2024 Tohono O'odham Nation Public Safety grant in the amount of \$45,829.81 for the purchase of an autonomous, professional grade drone equipped with high quality thermal imaging;

WHEREAS, the City desires to accept the grant funding from the Tohono O'odham Nation for the purchase of a generator for the Multi-Gen Community Resource Center and an autonomous, professional grade drone equipped with high quality thermal imaging;

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

WHEREAS, this action will necessitate a budget amendment;

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

WHEREAS, the City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000.

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

Section 1. The City is authorized to enter into the Grant-in-Aid Agreement between the City of Surprise and the Tohono O'odham Nation, attached as *Exhibit A*, to accept grant funding in the combined amount of \$142,829.81 for a generator for the Multi-Gen Community Resource Center and an autonomous, professional grade drone equipped with high-quality thermal imaging for SFMD.

Section 2. That the statements and schedules attached as *Exhibit B* 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 3. That the statements and schedules attached as *Exhibit C* and incorporated by reference are adopted, amending the Fiscal Year 2025 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2024, through June 30, 2025.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-159
Exhibit A

Grant-In Aid Agreement
Between the City of Surprise and
the Tohono O'odham Nation

RESOLUTION # 2024-159
Exhibit B

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$142,900 from General Contingency to Project G51730D (\$97,000) and Project G34204 (\$45,900) to cover projected expenditures associated with the purchase of a generator and an autonomous, professional grade drone equipped with high quality thermal imaging.. 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	#G34204 FY25 Tohono O'odham Nation Grant	E	-	45,900	45,900
Grants	Human Svcs and Comm Vitality	#G51730D Multi-Gen Community Resource Center	E	-	97,000	97,000
Grants	Fire - Medical	#G34204 FY25 Tohono O'odham Nation Grant	R	-	45,900	45,900
Grants	Human Svcs and Comm Vitality	#G51730D Multi-Gen Community Resource Center	R	-	97,000	97,000
Contingency	General Operations	Contingency	E	80,883,900	(142,900)	80,741,000
Contingency	General Operations	Other	R	79,201,100	(142,900)	79,058,200
Expense Total				80,883,900	-	80,883,900
Revenue Total				79,201,100	-	79,201,100

RESOLUTION # 2024-159
Exhibit C

1. Contract Awarding Authority List – Council approved \$27,868,000 for the purpose of included Project G51730 A-C on the Fiscal Year 2025 Contract Awarding Authority List. This amount was based on projected funding expenditures for the design and construction of the Multi-Gen Community Resource Center. A \$97,000 increase is needed in this line item due to grant funding received.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
25231	Multi-Gen Community Resource Center	27,868,000	97,000	27,965,000

**GRANT-IN-AID AGREEMENT
BETWEEN
THE TOHONO O’ODHAM NATION
AND THE
CITY OF SURPRISE, AZ**

THIS GRANT-IN-AID AGREEMENT (“Agreement”) is between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), and the City of Surprise, AZ, a political subdivision of the State of Arizona (“CITY”).

RECITALS

The Nation desires to convey to CITY a portion of its annual 12% local revenue-sharing contribution (“Contribution”) to be used by CITY and CITY recipients for services that benefit the general public.

The Constitution of the Tohono O’odham Nation, Article VI, Section 1(f) provides that the Tohono O’odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Nation with Federal, State, and local governments.

The Constitution of the Tohono O’odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State, and local governments, the Chairman is authorized to sign such agreements on behalf of the Nation.

Under A.R.S. § 5-601.02(H)(4), CITY may receive monies from the Nation for services identified by the Nation that benefit the general public, including public safety, mitigation of gaming impacts, and promotion of commerce and economic development.

CITY is authorized by A.R.S. § 11-951 through § 11-954 to enter into agreements for joint or cooperative actions with public agencies.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

AGREEMENT

- 1. Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.
- 2. Contribution.** On execution of this Agreement, the Nation will issue payment to the CITY in the amount described in Schedule A (the “Contribution”) for the purpose(s) detailed in Schedule A. CITY will distribute funds directly to the recipients (“Recipients”) listed in Schedule A.

3. Disbursement of Contribution.

- a. Disbursing Contribution and Recordkeeping.** CITY is responsible for disbursing the Contribution consistent with this Agreement. Within a reasonable time following receipt of the Contribution from the Nation, CITY shall distribute the Contribution per CITY policies and procedures governing the disbursement of these funds. CITY shall keep and maintain records relating to the disbursements and this Agreement.
- b. Post-Disbursement Responsibilities.** When applicable, the parties agree that CITY will be acting as a conduit for distribution of the Contribution to the Recipient. Upon distribution of the Contribution to the Recipients as identified in Section 2 of this Agreement, the CITY shall have no further responsibility to the Nation with respect to such funds or the use thereof by the Recipients. Therefore, upon the CITY's disbursement of the Contribution to a Recipient as provided in Section 2, the Nation shall release the CITY from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that a Recipient fails to expend the Contribution in accord with Section 2. The Nation further agrees that the CITY shall have no obligation to reimburse the Nation the amount of the Contribution after the CITY disburses the Contribution to a Recipient and that the Nation shall look solely to the Recipient for repayment of the Contribution if the Contribution is not used for the intended purposes.

4. Term and Termination.

- a. Effective Date.** This Agreement shall become effective when all parties have signed. The date this Agreement is signed by the last party, as indicated by the date associated with the party's signature, shall be deemed the Effective Date.
- b. Term.** This Agreement shall commence upon the Effective Date and will continue for twelve (12) months unless terminated earlier ("End Date"). The Nation, in its discretion, may approve in writing any request by the CITY for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.
- c. Termination by Nation.** The Nation may terminate this Agreement with or without cause at any time by providing CITY fifteen (15) days advance notice in writing. If the Nation terminates this Agreement after CITY receives the Contribution but before CITY disbursed the Contribution in accord with Section 2, the Nation shall include in the notice of termination specific instructions regarding disposition of the Contribution.
- d. Termination by CITY.** All parties acknowledge that this Agreement may be subject to cancellation by CITY per A.R.S. § 38-511.

5. Money Unclaimed. If CITY fails to accept the Contribution on or before June 30, 2025, this Agreement will be deemed to have been terminated by CITY and the Nation will award the Agreement Contribution to another local government entity.

6. Monitoring, Review, and Audit. The Nation may monitor and review the Recipients' use of their portions of the Contribution as well as the Recipients' performance of the projects

funded thereunder, and their compliance with this Agreement, which may include onsite visits to assess the Recipients' governance, management and operations, to discuss the Recipient's programming and finances, and review relevant financial and other records and materials related to the Recipient's use of their portion of the Contribution. In addition, the Nation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within three years after the Contribution has been fully spent by the Recipients. Any onsite visit or audit shall be conducted at the Nation's expense, following prior written notice, during normal business hours, and no more than once during any twelve (12) month period.

7. **Dispute Resolution.** The parties mutually agree that any disputes arising pursuant to this Agreement shall be resolved through informal dispute resolution. For all disputes arising under this Agreement the Nation and CITY shall first attempt to negotiate a resolution. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.
8. **Notices.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to the Nation:

Verlon M. Jose, Chairman
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: (520) 383-3379

and

Executive Counsel
Tohono O'odham Nation
P.O. Box 837
Sells, Arizona 85634
Phone: (520) 383-2028
Fax: 520-383-3379

If to the CITY:

City of Surprise, AZ
Attn: Kristi Passarelli, Clerk of the City Council
16000 N. Civic Center Plaza
(623) 222-1002
Surprise, AZ 85374

kristi.passarelli@surpriseaz.gov
(623) 222-1230

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- 9. Entire Agreement, and Amendments.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- 10. Relationship.** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship which would impose liability upon one party for the act or failure to act of the other party.
- 11. No Waiver.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 12. Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 13. Counterparts and Electronic Signatures.** This Agreement is executed in duplicate originals. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.
- 14. Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of either party's sovereign immunity in any forum or jurisdiction.

This Agreement is signed on behalf of the parties:

TOHONO O'ODHAM NATION

Verlon Jose

Verlon M. Jose, Chairman

09/04/2024

Date

CITY OF SURPRISE, AZ

Mayor, City of Surprise, AZ

Date

ATTEST:

Clerk of the Surprise City Council

Date

Schedule A—Recipients

SURPRISE

Organization	Project	Amount Requested	Amount Awarded
City of Surprise, Human Service & Community Vitality Department	Emergency Preparedness: Generator to Support Critical Facility	\$97,000.00	\$97,000.00
Surprise Fire-Medical Department	Skydio X10 Drone	\$45,829.81	\$45,829.81

Total:

\$142,829.81



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024
Submitting Department: Public Works
Staff Recommendations:

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A3, generally located at the northeast corner of West McMicken Way and North 147th Avenue. Case FS19-754. Resolution # 2024-145.

Motion:

I move to approve Resolution No. 2024-145.

Background:

The Public Works Department conducted the final inspection of the public improvements to Rancho Mercado Parcel A3 on or about July 3, 2024, totaling 16,341 SY (approximately 5,252 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drains and wastewater lines. Domestic water lines are located within the City of Surprise water jurisdiction.

Objective Analysis:

The improvements to this property provide access and conveyance to the property, storm drains to convey stormwater to retention basins, sewer lines to convey wastewater from the property to the city's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

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

Financial Impact:

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,995,565.80.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01_Resolution 2024-145 - Infra Accept_CAO RM Par A3
 2. 02_Notice of Completion RM Par A3
 3. 03_Inspector Project Sign Off RM Par A3
 4. 04_Linear Foot Verification RM Par A3
-

RESOLUTION # 2024-145

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AT RANCHO MERCADO PARCEL A3, GENERALLY LOCATED AT THE NORTHEAST CORNER OF WEST MCMICKEN WAY AND NORTH 147TH AVENUE.

WHEREAS, the Mayor and City Council (“Council”) of the City of Surprise approved a final plat entitled “Final Plat of Rancho Mercado Parcel A3” on February 16, 2021;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, Taylor Morrison/Arizona, Inc., the developer of Rancho Mercado Parcel A3 (the “Developer”), installed certain public improvements, including roadway improvements which consist of concrete sidewalks, curbs and gutters, as well as asphalt/paving, and the Developer also installed sewer lines, water lines, and drainage infrastructure. The roadway improvements, sewer lines, water lines, and drainage infrastructure are all collectively referred to as “Public Improvements”;

WHEREAS, pursuant to Surprise Municipal Code (“SMC”) Chapter 108, Article III, Section 108-3.5, the Developer shall maintain all Public Improvements for a period of two years, beginning from the date of conditional acceptance of said improvements by the Council (“Conditional Acceptance”);

WHEREAS, the Developer dedicated to the City the Public Improvements generally located at the northeast corner of West McMicken Way and North 147th Avenue;

WHEREAS, on or about July 3, 2024, the City of Surprise Public Works Department completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise acknowledges that the Developer’s two-year warranty period will begin upon the Council’s conditional acceptance of the Public Improvements; and

WHEREAS, after the conclusion of the Developer’s two-year warranty period, the City of Surprise will complete a final acceptance inspection, and upon clearance, will accept the Public Improvements, release the warranty assurance, and begin maintenance of the Public Improvements.

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

Section 1. The City of Surprise conditionally accepts the Public Improvements

generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon clearance and final acceptance of the Public Improvements at the conclusion of the two-year warranty period, the City will release the warranty and begin maintenance of the Public Improvements.

APPROVED AND ADOPTED this _____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form only:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Map of Infrastructure

EXHIBIT A

Rancho Mercado Parcel A3



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- WATER
- DRAINAGE
- ROADWAY
Asphalt/Pavement,
Concrete (Curb &
Gutter, Sidewalk)

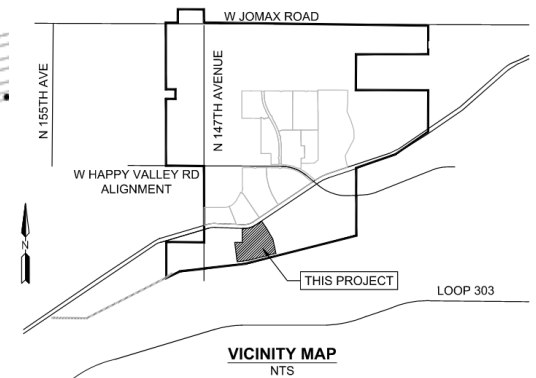


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 08/27/2024
Re: FS19-754 Rancho Mercado Parcel A3

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

City Paving	\$526,100.00
City Concrete	\$599,756.80
City Sewer	\$462,979.00
City Water	\$366,178.00
City Drainage	\$ 40,552.00
Total	\$1,995,565.80

August 6, 2024

Taylor Morrison/Arizona Inc.
4900 N. Scottsdale Road #2200
Scottsdale, AZ 85251

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO MERCADO
PARCEL A3 – FS19-754**

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

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

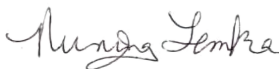
*For the Warranty Assurance, a notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant.

The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

If you have any questions or concerns, you can reach me at 623-222-6148 or at nuning.lemka@surpriseaz.gov.

Sincerely,



Nuning Lemka, P.E.
City Engineer

cc: Ravi Sharma, PW Engineering Manager
Eric Boyles, Transportation Director
Amanda Correia, Finance Senior Accountant
Tracy Mills, IT Technical Services Manager
Monroe Colter, WRM Infrastructure Manager

Robert Fields, PW Field Engineering Supervisor
Erick Martin, Finance Assistant Director
Michael Boule, Water Resource Management Director
Jacob Moreno, Streets Manager
Anthony Dudley, WRM Water Manager



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 6/5/2024 ☐ Commercial ☐ Commercial w/Offsite ☒ Residential

☒ COMPLETION ACCEPTANCE (End of Construction) ☐ FINAL ACCEPTANCE (End of Warranty)

3/21/2023 Date of Punch-List Walk 4/20/2023 Date Punch-List Completed

Case Number: FS19-754

Project Name: RANCHO MERCADO PARCEL A3

Project Developer/Builder: (Name/Email, Address)

MARK RYAN - TAYLOR MORRISON <mryan@taylormorrison.com>

4900 E SCOTTSDALE RD 2200, SCOTTSDALE AZ 85251

Permit No: <u>E20P-1011</u>	Permit Type: <u>DRAINAGE - STORM DRAIN</u>
Permit No: <u>E20P-1012</u>	Permit Type: <u>PAVING</u>
Permit No: <u>E20P-1013</u>	Permit Type: <u>SEWER</u>
Permit No: <u>E20P-1014</u>	Permit Type: <u>TRAFFIC - SIGNAGE AND STRIPING</u>
Permit No: <u>E20P-1015</u>	Permit Type: <u>WATER</u>
Permit No: <u>E20P-1010</u>	Permit Type: <u>COMCRETE</u>
Permit No: _____	Permit Type: _____
Permit No: _____	Permit Type: _____
Permit No: _____	Permit Type: _____
Permit No: _____	Permit Type: _____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

- | | |
|--|---|
| ☒ Copy of Punch List | ☒ AOC |
| ☐ Final Certification Letter from Engineer of Record | ☒ Asphalt Concrete Ticket w/ Name of Contractor |
| ☒ Complete Geotechnical Testing Packet | ☒ As built Documents (PDF copy) |
| ☒ Sewer Pressure Testing Results | ☐ Updated asbuilt CAD files |
| ☒ Sewer Manhole Vacuum Testing Certification | ☐ Fireline Sign-off (commercial) |
| ☒ Sewer Manhole Insecticide Certification | |
| ☒ Sewer Videos with Operators Notes (inc. re-videos) | |

Other _____ (Specify)

APPROVAL:

Civil Inspector: Jose Belman

Digitally signed by Rob Fields
DN: cn=Rob Fields, o, ou, email=Robert.Fields@surpriseaz.gov, c=US

Civil Engineering Supervisor: Date: 2024.07.03 16:36:53 -07'00'

Date: 6/5/2024

Date: _____

[illegible]



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 5

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

Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, ORCHARDS PARCELS 1-2-3-4-5 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-149.

Motion:

I move to approve Resolution No. 2024-149.

Background:

ORCHARDS PARCELS 1-2-3-4-5 was formed on November 14, 2002 (Resolution 2024-149). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all the real property owners in the enlargement area of the district, exclusive of mortgagees and other lien holders. There are 35 existing lights on the local and collector road that will be billed to the ORCHARDS PARCELS 1-2-3-4-5 SLID. There are 6 existing and 3 new proposed lights on the arterial road that will be billed to the City's SLID account.

Objective Analysis:

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

Policy Compliant:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution-SLID Enlargement Orchard Young ST_BAC
 2. 02 Petition orange
 3. 03 Streetlight Plan orange
 4. 04 Streetlight exhibit SLIDS orange
-

RESOLUTION # 2024-149

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA, ORCHARDS PARCELS 1-2-3-4-5 LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on November 14, 2002, the Mayor and City Council of the City of Surprise adopted Resolution No. 2002-216, ordering the formation of the CITY OF SURPRISE, ARIZONA, ORCHARDS PARCELS 1-2-3-4-5 LIGHTING IMPROVEMENT DISTRICT (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

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

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

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

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

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

Section 1. *District Enlargement.* The CITY OF SURPRISE, ARIZONA, ORCHARDS PARCELS 1-2-3-4-5 LIGHTING IMPROVEMENT DISTRICT shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2025 will apply to the District as enlarged by this Resolution.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

EXHIBIT "A"

DESCRIPTION

ORANGE ON BELL LIGHT IMPROVEMENT DISTRICT

A portion of the north half of Section 5, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, described as follows:

COMMENCING at the Northwest Corner of said Section 5, from which the West Quarter Corner of said Section 5 lies South 00°03'20" West 2681.45 feet;
Thence along the west line of the northwest quarter of said Section 5 South 00°03'20" West 751.05 feet to the POINT OF BEGINNING;
Thence departing said line North 89°58'08" East 509.89 feet;
Thence South 00°02'22" East 710.13 feet;
Thence South 89°01'12" East 445.21 feet to the beginning of a tangent curve, concave northerly, having a radius of 520.00 feet;
Thence northeasterly along the arc of said curve through a central angle of 22°39'20" a distance of 205.61 feet;
Thence North 68°19'28" East 902.54 feet to the beginning of a tangent curve, concave southerly, having a radius of 3040.00 feet;
Thence easterly along the arc of said curve, through a central angle of 34°14'58" a distance of 1817.21 feet;
Thence South 77°25'34" East 146.06 feet to a point on the centerline of Parkview Place as defined by the subdivision plat "THE ORCHARDS-AMENDED" as recorded in Book 588 Page 27. Maricopa County Recorder, said point being on a non-tangent curve, concave northwesterly, the center of which lies North 78°53'49" West 1555.00 feet;
Thence southwesterly along the arc of said curve through a central angle of 22°53'56" a distance of 621.48 feet;
Thence continuing along said centerline South 33°59'57" West 131.74 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 1200.00 feet;
Thence southwesterly along the arc of said curve through a central angle of 33°56'51" a distance of 710.99 feet;
Thence continuing along said centerline South 00°03'06" West 397.66 feet;
Thence departing said centerline North 89°56'54" West 40.00 feet;
Thence North 00°03'06" East 227.67 feet;
Thence North 08°28'45" West 101.12 feet;
Thence North 00°03'06" East 70.00 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 1255.00 feet;
Thence northeasterly along the arc of said curve through a central angle of 33°56'51" a distance of 743.58 feet;

DESCRIPTION continued on page 2 of 2

DESCRIPTION (continued from page 1 of 2)

Thence North 33°59'57" East 131.74 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 1500.00 feet;
Thence northeasterly along the arc of said curve through a central angle of 18°38'11" a distance of 487.90 feet;
Thence North 31°20'49" West 45.78 feet;
Thence North 77°25'34" West 58.04 feet to the beginning of a tangent curve, concave southerly, having a radius of 2960.00 feet;
Thence westerly along the arc of said curve through a central angle of 34°14'58" a distance of 1769.39 feet;
Thence South 68°19'28" West 902.54 feet to the beginning of a tangent curve, concave northerly, having a radius of 600.00 feet;
Thence along the arc of said curve through a central angle of 22°39'20" a distance of 235.71 feet;
Thence North 89°01'12" West 857.00 feet;
Thence South 45°31'04" West 46.29 feet;
Thence South 00°03'20" West 1092.13 feet;
Thence North 88°19'08" West 65.02 feet;
Thence North 00°03'20" East 1905.38 feet to the POINT OF BEGINNING.

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

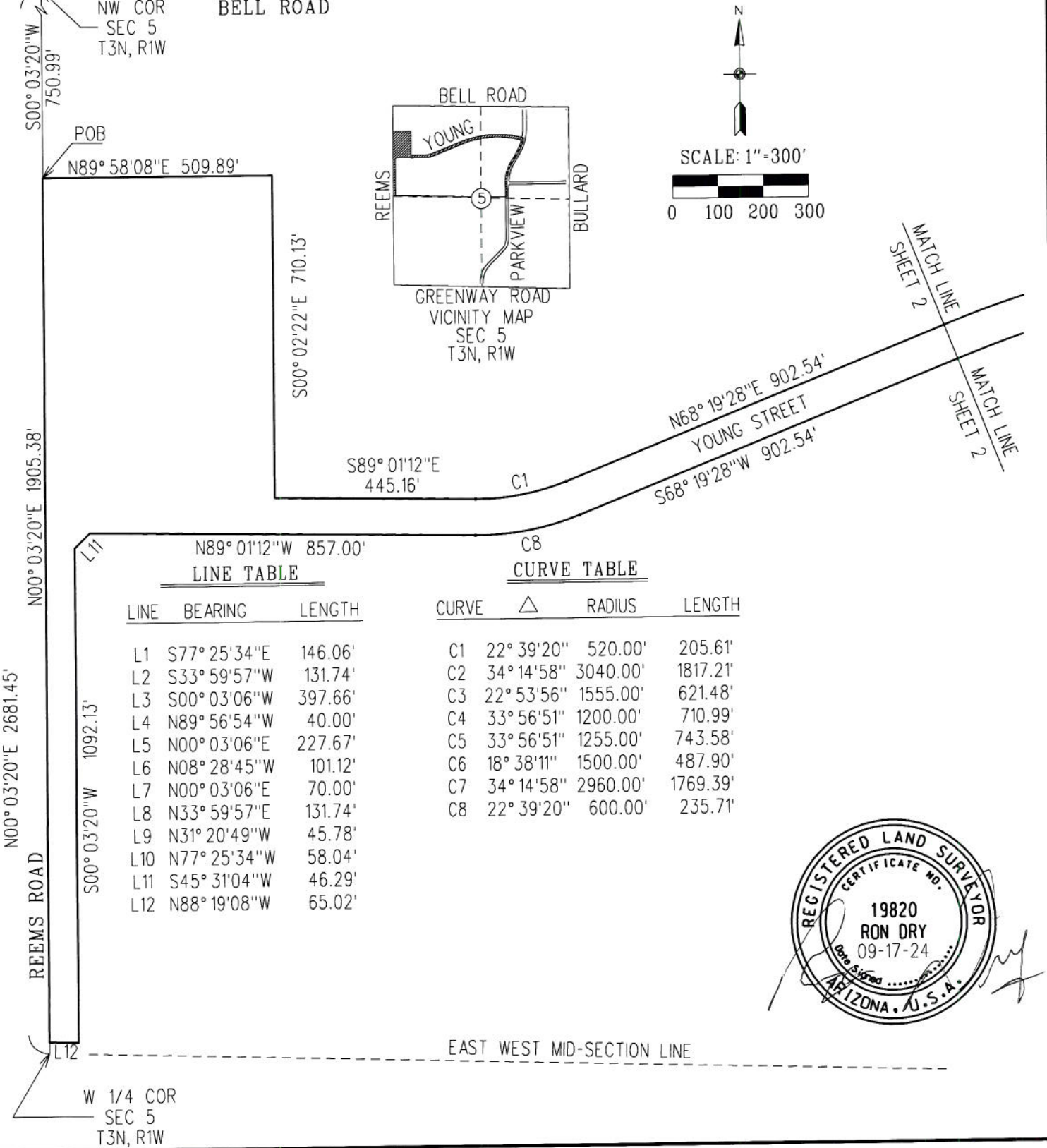
End of description



EXHIBIT B

Map

POC ----- EXHIBIT "B" -----



LINE TABLE			C8 CURVE TABLE			
LINE	BEARING	LENGTH	CURVE	△	RADIUS	LENGTH
L1	S77°25'34"E	146.06'	C1	22°39'20"	520.00'	205.61'
L2	S33°59'57"W	131.74'	C2	34°14'58"	3040.00'	1817.21'
L3	S00°03'06"W	397.66'	C3	22°53'56"	1555.00'	621.48'
L4	N89°56'54"W	40.00'	C4	33°56'51"	1200.00'	710.99'
L5	N00°03'06"E	227.67'	C5	33°56'51"	1255.00'	743.58'
L6	N08°28'45"W	101.12'	C6	18°38'11"	1500.00'	487.90'
L7	N00°03'06"E	70.00'	C7	34°14'58"	2960.00'	1769.39'
L8	N33°59'57"E	131.74'	C8	22°39'20"	600.00'	235.71'
L9	N31°20'49"W	45.78'				
L10	N77°25'34"W	58.04'				
L11	S45°31'04"W	46.29'				
L12	N88°19'08"W	65.02'				



ORANGE ON BELL
STREET LIGHT IMPROVEMENT
DISTRICT



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT * 21035

DRAWN BY RCD

DATE 09-17-24

SHEET 1 OF 2

EXHIBIT "B"

N 1/4 COR
SEC 5
T3N, R1W

BELL ROAD



SCALE: 1"=300'



N78°53'49" W
(RADIAL)

C2

YOUNG STREET

L1

C7

L10

L9

LEGEND

POC POINT OF COMMENCEMENT

POB POINT OF BEGINNING

 STREET LIGHT IMPROVEMENT DISTRICT AREA

MATCH LINE
SHEET 1

MATCH LINE
SHEET 1

NORTH-SOUTH MID-SECTION LINE

PARKVIEW PLACE



BEARING BASE: The east line of the northwest quarter of Section 5
T3N, R1W per the plat of "THE ORCHARDS-AMENDED" recorded
in Book 588, Page 27, records of Maricopa County, Arizona
cited as N00°03'20"E

ORANGE ON BELL
STREET LIGHT IMPROVEMENT
DISTRICT



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 21035

DRAWN BY RCD

DATE 09-17-24

SHEET 2 OF 2

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

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

ORCHARDS PARCELS 1-2-3-4-5 LIGHTING IMPROVEMENT

(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
Cabana Bell, LLC / Rob Lyles	16701 N. Reems Rd	509-12-902	



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
	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.

THE LANAI STREET LIGHT DESIGN

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.

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.

CITY OF SURPRISE APPROVAL

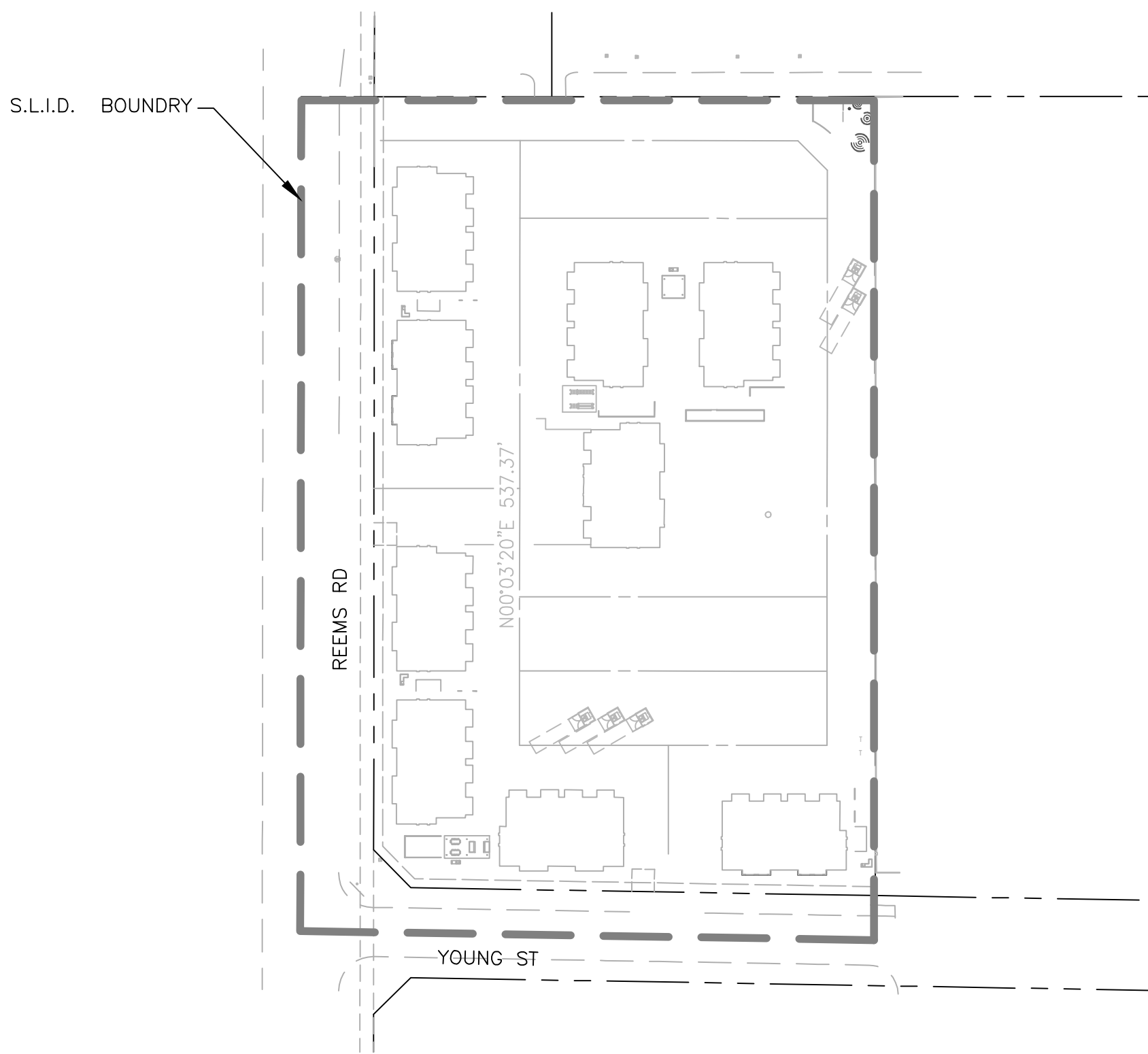
THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. THIS COMPLIANCE APPROVAL SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTIONS OF ERRORS OR OMISSIONS IN PLANS FOUND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

CITY OF SURPRISE ENGINEER

DATE

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	07-24-2023
CENTURY LINK	07-24-2023
COX COMMUNICATIONS	07-24-2023
SOUTHWEST GAS	07-24-2023

S.L.I.D. BOUNDRY



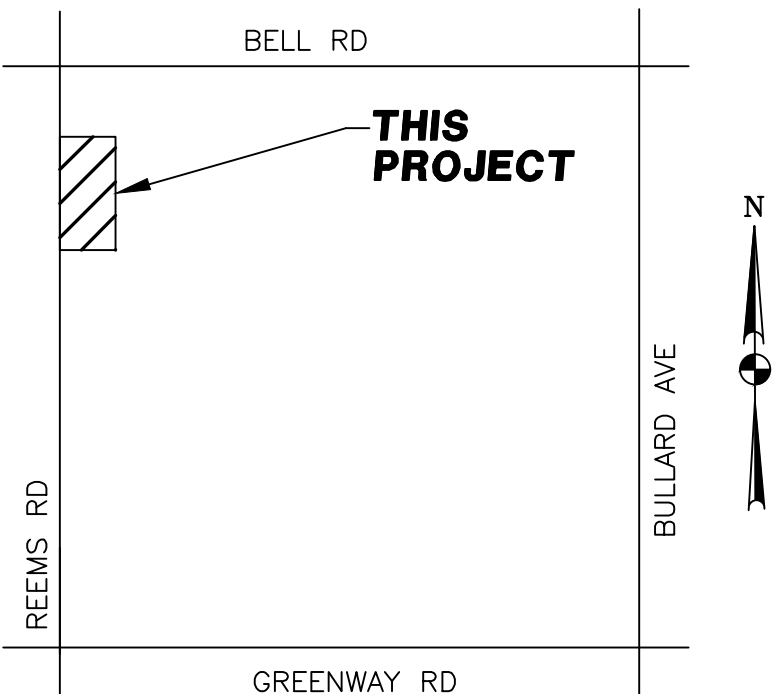
QUANTITIES WITHIN S.L.I.D.		
TOTAL	UNIT	DESCRIPTION
3	EACH	PROPOSED: 11,000 LUMEN LED (REEMS RD)
5	EACH	EXISTING POST TOP MOUNTED STREETLIGHT (YOUNG ST)

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
RICK ENGINEERING
2401 W. PEORIA AVE, STE 130
PHOENIX ARIZONA, 85029
CONTACT: KELLY BIRKES
PHONE: (602) 957-3350
EMAIL: KBIRKES@RICKENGINEERING.COM

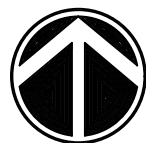
OWNER
GREENLIGHT COMMUNITIES
8135 E. INDIAN BEND RD, STE 101
SCOTTSDALE, ARIZONA 85250
CONTACT: DAN RICHARDS
PHONE: (602) 818-4440
EMAIL: DAN@LIVEGREENLIGHT.COM



VICINITY MAP N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
DETAILS	SL3



KEY MAP N.T.S.

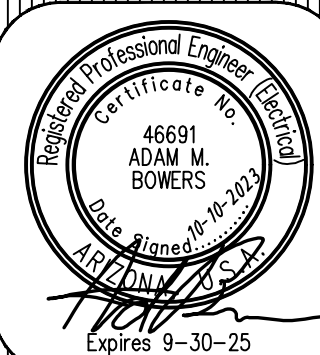
WRIGHT ENGINEERING
PROJECT NO:
23252
DESIGN BY: DMH
DRAWN BY: DMH
CHECKED BY: AMB

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

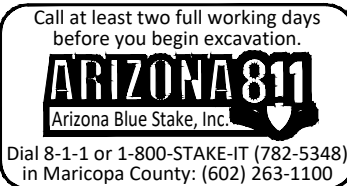
PROJECT: TITLE:

SURPRISE, ARIZONA
THE LANAI
STREET LIGHT COVER SHEET

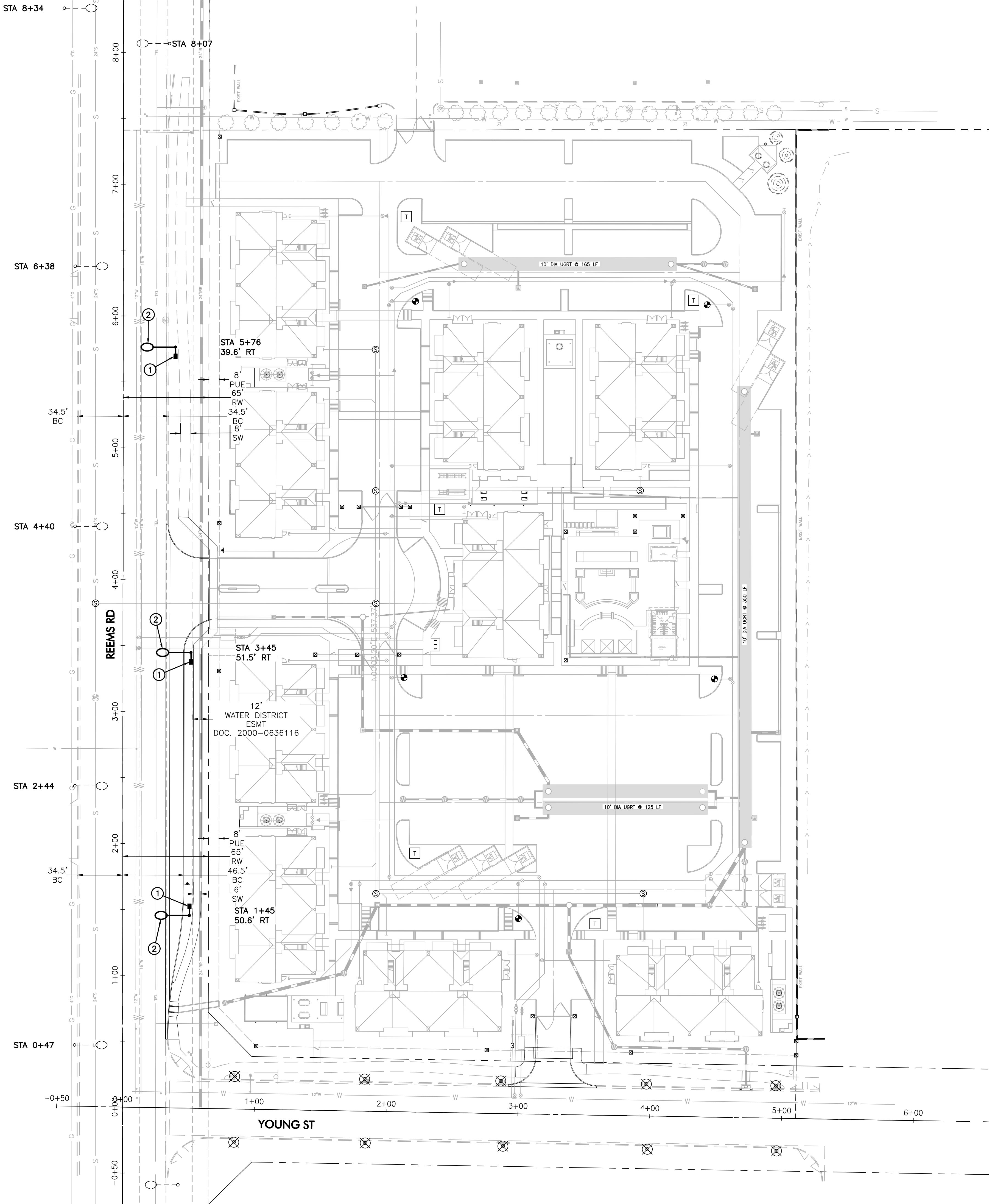
NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL1
OF 3



THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.
H:\2023\23252-The Lanai SL\23252-SL.dwg

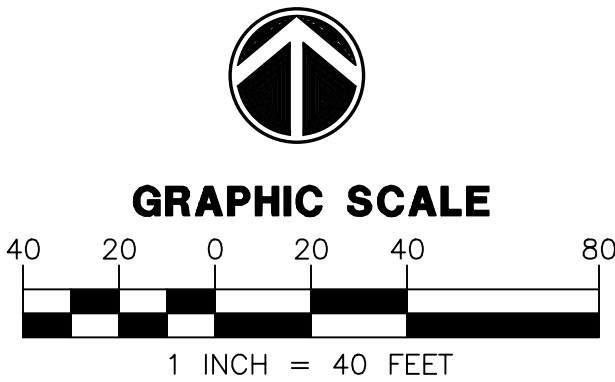


CONSTRUCTION NOTES

- ① INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- ② 96W LED (11,000 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38'-6" DIRECT BURIED POLE, 8' X 8' MAST ARM PER APS DETAIL 8040 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 11,000 LUMEN LED STREET LIGHT, ROUND POLE
- EXISTING STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT
- EXISTING POST TOP STREET LIGHT



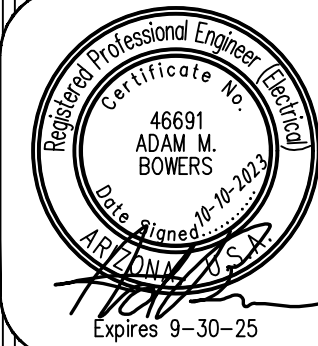
Call at least two full working days
before you begin excavation.
ARIZONA 811
Arizona Blue State, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
in Maricopa County: (602) 263-1100

SURPRISE, ARIZONA

THE LANAI

STREET LIGHT PLAN

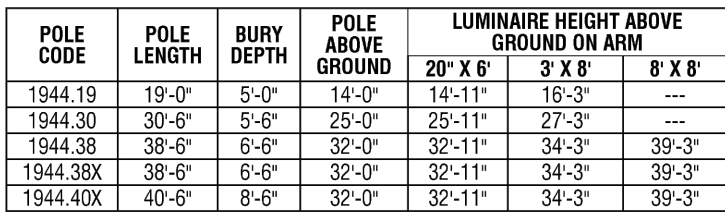
NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL2
OF 3

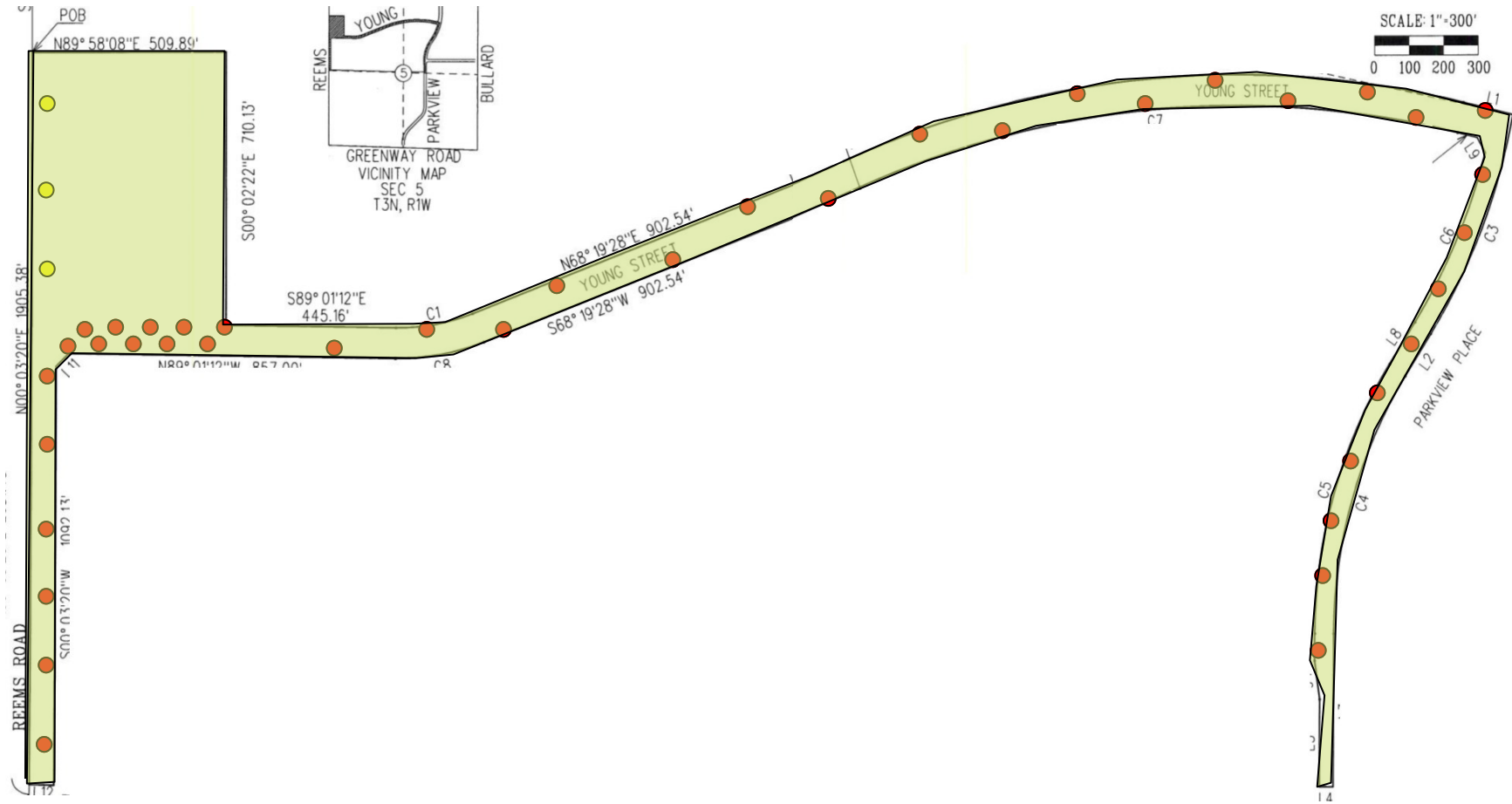
WRIGHT ENGINEERING
PROJECT NO:
23252
DESIGN BY: DMH
DRAWN BY: DMH
CHECKED BY: AMB

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



								MATERIAL LIST	
CODE	8040.96	8040.97	8040.98	8040.99	8040.00	8040.01	8040.02	DESCRIPTION	APN
ITEM QTY QTY QTY QTY QTY QTY QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY		
1	-	-	-	1	1	1	1	ADAPTER BAND W/ SIMPLEX 3"	33701054
2	1	0	1	1	1	1	1	CONDUIT 1" PVC FLEX CORR	32900891
3	1	1	1	2	2	2	2	CONTROL PHOTO MULTI BLACK	00073621
4	VAR	VAR	VAR	VAR	VAR	VAR	VAR	CONTROL PHOTO MULTI BR-20	00073245
5	1	1	1	2	2	2	2	LAMP - SEC 0164 - 0171	
6	1	1	1	2	2	2	2	LUMINAIR - SEC CHART	
7	-	-	-	-	-	-	-	MAST ARM ST LT 2' X 8" X 8"	33701112
8	-	-	-	-	-	-	-	MAST ARM ST LT 2' X 9" X 8"	33701124
9	-	-	-	-	-	-	-	MAST ARM ST LT 2' X 8" X 8"	33701123
10	1	1	1	1	1	1	1	SIGN POLE OWNED BY APB	00050092
11	1	1	1	0	1	0	1	WIRE BARE #6 SOLID CU	33007580

FS23-0554 Orange on Bell



Street Light Legend:

- Street Light Pole
- 3 Proposed poles
- Street Light Pole
- 41 Existing poles
- SLID Boundary



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024
Submitting Department: Public Works
Staff Recommendations:

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at North Copper Canyon Parcel 3.3 Final Plat, generally located at the southwest corner of Pinnacle Peak Road and Citrus Road. FS20-674. Resolution # 2024-28.

Motion:

I move to approve Resolution No. 2024-28.

Background:

The Public Works Department conducted the final inspection of the public improvements for North Copper Canyon Parcel 3.3 Final Plat on or about January 17, 2023, totaling 22,549 SY (approximately 7,197 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drains and wastewater lines. Domestic water lines are located within the Liberty (formerly Beardsley) Water jurisdiction.

Objective Analysis:

The improvements to this property provide roadways for conveyance through the property, storm drains to convey stormwater to retention basins, and sewer lines to convey wastewater from the property to the city's public system. This action will accept the required infrastructure. The domestic water serving the property is within Liberty (formerly Beardsley) Water jurisdiction.

Policy Compliant:

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

Financial Impact:

Acceptance of street, sewer, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$1,814,551.39.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01_Resolution 2024-28 - Infra Accept_CAO NCopCanPar 3.3
 2. 02_Notice of Completion N Copper Canyon Par 3.3
 3. 03_Inspector Project Sign Off N Copper Canyon Par 3.3
 4. 04_Linear Foot Verification NCopCanPar3.3
-

RESOLUTION # 2024-28

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AT NORTH COPPER CANYON PARCEL 3.3 FINAL PLAT, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF PINNACLE PEAK ROAD AND CITRUS ROAD.

WHEREAS, the Mayor and City Council ("Council") of the City of Surprise approved a final plat entitled "Final Plat for North Copper Canyon Parcel 3.3" on January 20, 2022;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, Landsea Homes, the developer of North Copper Canyon Parcel 3.3 Final Plat (the "Developer"), installed certain public improvements, including roadway improvements which consist of concrete sidewalks, curbs and gutters, as well as asphalt/paving, and the Developer also installed sewer lines, and drainage infrastructure. The roadway improvements, sewer lines, and drainage infrastructure are all collectively referred to as "Public Improvements";

WHEREAS, pursuant to the Austin Ranch Development Agreement, executed between the City of Surprise, Austin Ranch LLC and Courtland Capital L.L.C. effective October 19, 2005, recorded at Maricopa County Recorder Number 2005-1667137 on or about November 3, 2005, Section 8 Construction and Dedication, Paragraph 8.7, the Developer shall maintain all Public Improvements for a period of one year, beginning from the date of conditional acceptance of said improvements by the Council ("Conditional Acceptance");

WHEREAS, the Developer dedicated to the City the Public Improvements generally located at the southwest corner of Pinnacle Peak Road and Citrus Road;

WHEREAS, on or about January 17, 2023, the City of Surprise Public Works Department completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise acknowledges that the Developer's one-year warranty period will begin upon the Council's conditional acceptance of the Public Improvements; and

WHEREAS, after the conclusion of the Developer's one-year warranty period, the City of Surprise will complete a final acceptance inspection, and upon clearance, will accept the Public Improvements, release the warranty assurance, and begin maintenance of the Public Improvements.

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

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

Section 2. Upon clearance and final acceptance of the Public Improvements at the conclusion of the one-year warranty period, the City will release the warranty and begin maintenance of the Public Improvements.

APPROVED AND ADOPTED this _____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form only:

Kristi Passarelli, City Clerk

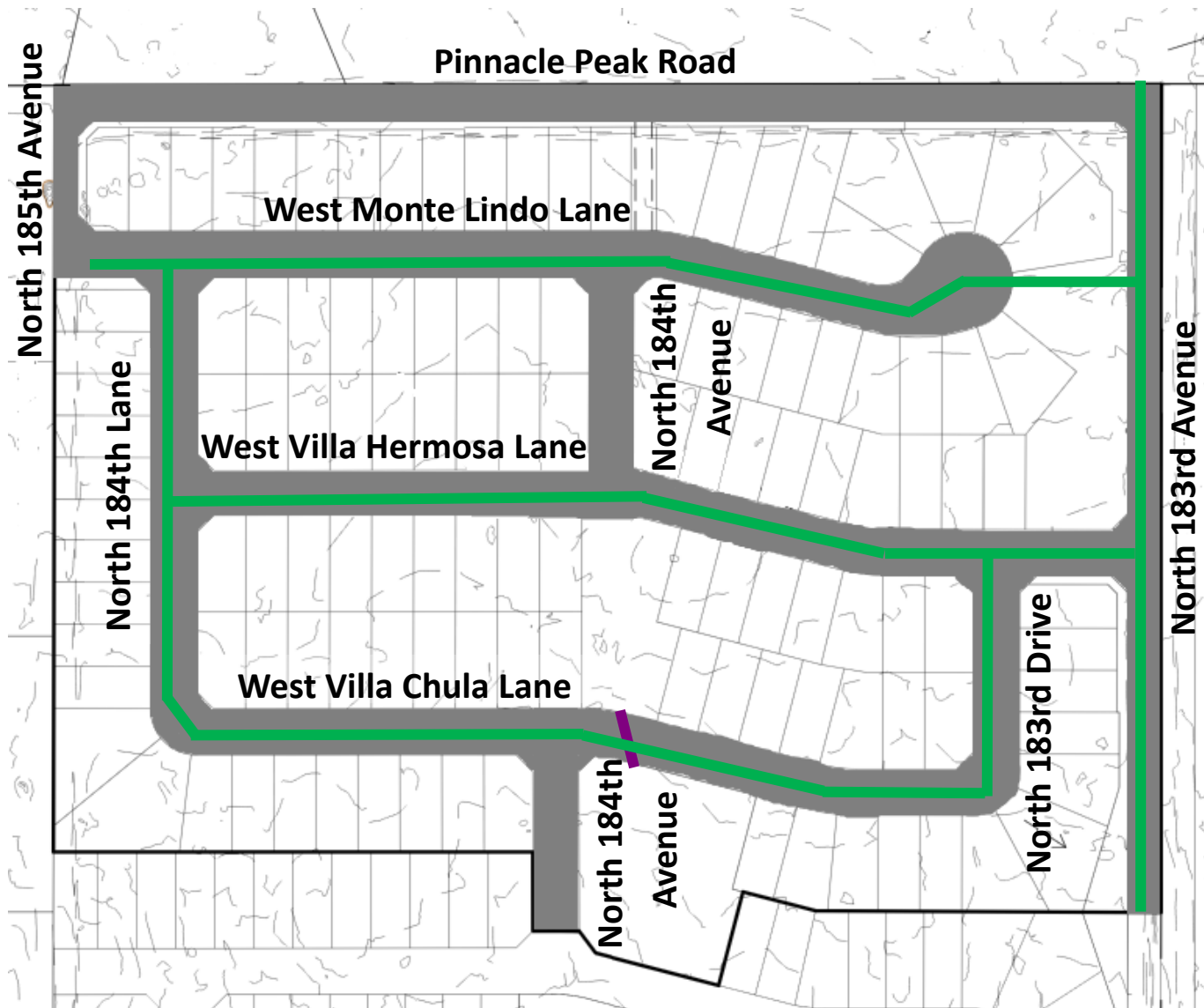
Robert Wingo, City Attorney

EXHIBIT A

Map of Infrastructure

EXHIBIT A

North Copper Canyon Parcel 3.3 Final Plat



INFRASTRUCTURE TO

BE ACCEPTED:

-  SEWER
-  DRAINAGE
-  ROADWAY
Asphalt/Pavement,
Concrete (Curb &
Gutter, Sidewalk)

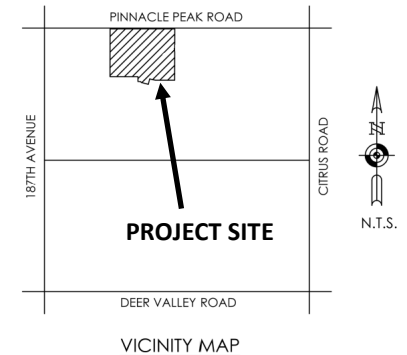


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 01/25/2024
Re: FS20-674 North Copper Canyon Parcel 3.3 Final Plat

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

City Paving	\$672,178.36
City Concrete	\$690,933.94
City Sewer	\$441,875.36
City Drainage	\$ 9,563.73
Total	\$1,814,551.39

March 27, 2023

Landsea Homes
7600 E. Doubletree Ranch Rd., #240
Scottsdale, AZ 85258

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR NORTH COPPER CANYON
PARCEL 3.3 FINAL PLAT – FS20-674**

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

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

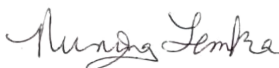
*For the Warranty Assurance, a notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant.

The warranty period starts upon council acceptance for a period of one (1) year; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

If you have any questions or concerns, you can reach me at 623-222-6148 or at nuning.lemka@surpriseaz.gov.

Sincerely,



Nuning Lemka, P.E.
City Engineer

cc: Robert Fields, PW Field Engineering Supervisor
Amanda Correia, Finance
Michael Boule, Water Resource Management

John McFarland, PW Streets Manager
Warren Bert, GIS



Page 70 of 387



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 1-10-2022 _____ Commercial _____ Commercial w/Offsite XX Residential

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

9-20-2022 _____ Date of Punch-List Walk 1-10-2022 _____ Date Punch-List Completed

FS Number: FS20-674 _____ Permit Number(s): E21P-140,141,142,143,144,145,146,14

Project Name: Austin Ranch West North Copper Canyon 3.3

Project Developer/Builder: (Name/Email, Address)

Landsea Homes/Michael Smith/msmith@landseahomes.com/7600 E Doubletree Ranch Rd., Ste 240

Scottsdale, AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
W Villa Hermosa Ln	Local	183 ave	184 ln	2	.5	
W Villa Chula Ln	Local	183 Dr	184 ln	2	.5	
183 Dr	Local	W Villa Hermosa Ln	W Villa Chula Ln	2	.25	
183 ave	Collector	Pinnacle Peak Rd	sta 47+00	2	.5	
184 ave	Local	W Villa Chula Ln	W Jessie Ln	2	.25	

MATERIALS:

Asphalt: see sheet 1 _____ Supplier _____ Total Lane Miles _____ Total Square Yards

Water: see sheet 1 _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Sewer: see sheet 1 _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Storm: see sheet 1 _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

_____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Fire Ln: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

XX Copy of Punch List

n/a Final Certification Letter from Engineer of Record

XX AOC

XX Complete Geotechnical Testing Packet

XX Asphalt Concrete Ticket w/ Name of Contractor

XX Sewer Pressure Testing Results

XX Streetlight Energize Letter

XX Sewer Manhole Vacuum Testing Certification

XX As built Documents (PDF copy on CD)

XX Sewer Manhole Insecticide Certification

n/a Updated asbuilt CAD base files (copy on CD)

XX Sewer Videos with Operators Notes (inc. re-videos)

_____ Other _____ (Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 1-10-2022

Civil Engineering Supervisor: [Signature]

Date: 1/17/23

[illegible]



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024
Submitting Department: Public Works
Staff Recommendations:

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

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

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado Parcel A22, generally located at the northwest corner of West Happy Valley Road and North 147th Avenue. Case FS20-644. Resolution # 2024-155.

Motion:

I move to approve Resolution No. 2024-155.

Background:

The Public Works Department conducted the final inspection of the public improvements to Rancho Mercado Parcel A22 on or about July 3, 2024, totaling 14,337 SY (approximately 6,192 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drains, water and wastewater lines. Domestic water lines are located within the City of Surprise water jurisdiction.

Objective Analysis:

The improvements to this property provide access and conveyance to the property, storm drains to convey storm water to retention basins, sewer lines to convey wastewater from the property to the city's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

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

Financial Impact:

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$2,466,583.00.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01_Resolution 2024-155 - Infra Accept_CAO RM Par A22
 2. 02_Notice of Completion RM Par A22
 3. 03_Inspector Project Sign Off Form RM Par A22
 4. 04_Linear Foot Verification RM Par A22
-

RESOLUTION # 2024-155

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AT RANCHO MERCADO PARCEL A22, GENERALLY LOCATED AT THE NORTHWEST CORNER OF WEST HAPPY VALLEY ROAD AND NORTH 147TH AVENUE.

WHEREAS, the Mayor and City Council (“Council”) of the City of Surprise approved a final plat entitled “Final Plat of Rancho Mercado Parcel A22” on September 7, 2021;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, Taylor Morrison/Arizona, Inc., the developer of Rancho Mercado Parcel A22 (the “Developer”), installed certain public improvements, including roadway improvements which consist of concrete sidewalks, curbs and gutters, as well as asphalt/paving, and the Developer also installed sewer lines, water lines, and drainage infrastructure. The roadway improvements, sewer lines, water lines, and drainage infrastructure are all collectively referred to as “Public Improvements”;

WHEREAS, pursuant to Surprise Municipal Code (“SMC”) Chapter 108, Article III, Section 108-3.5, the Developer shall maintain all Public Improvements for a period of two years, beginning from the date of conditional acceptance of said improvements by the Council (“Conditional Acceptance”);

WHEREAS, the Developer dedicated to the City the Public Improvements generally located at the northwest corner of West Happy Valley Road and North 147th Avenue;

WHEREAS, on or about July 3, 2024, the City of Surprise Public Works Department completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise acknowledges that the Developer’s two-year warranty period will begin upon the Council’s conditional acceptance of the Public Improvements; and

WHEREAS, after the conclusion of the Developer’s two-year warranty period, the City of Surprise will complete a final acceptance inspection, and upon clearance, will accept the Public Improvements, release the warranty assurance, and begin maintenance of the Public Improvements.

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

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

Section 2. Upon clearance and final acceptance of the Public Improvements at the conclusion of the two-year warranty period, the City will release the warranty and begin maintenance of the Public Improvements.

APPROVED AND ADOPTED this _____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form only:

Kristi Passarelli, City Clerk

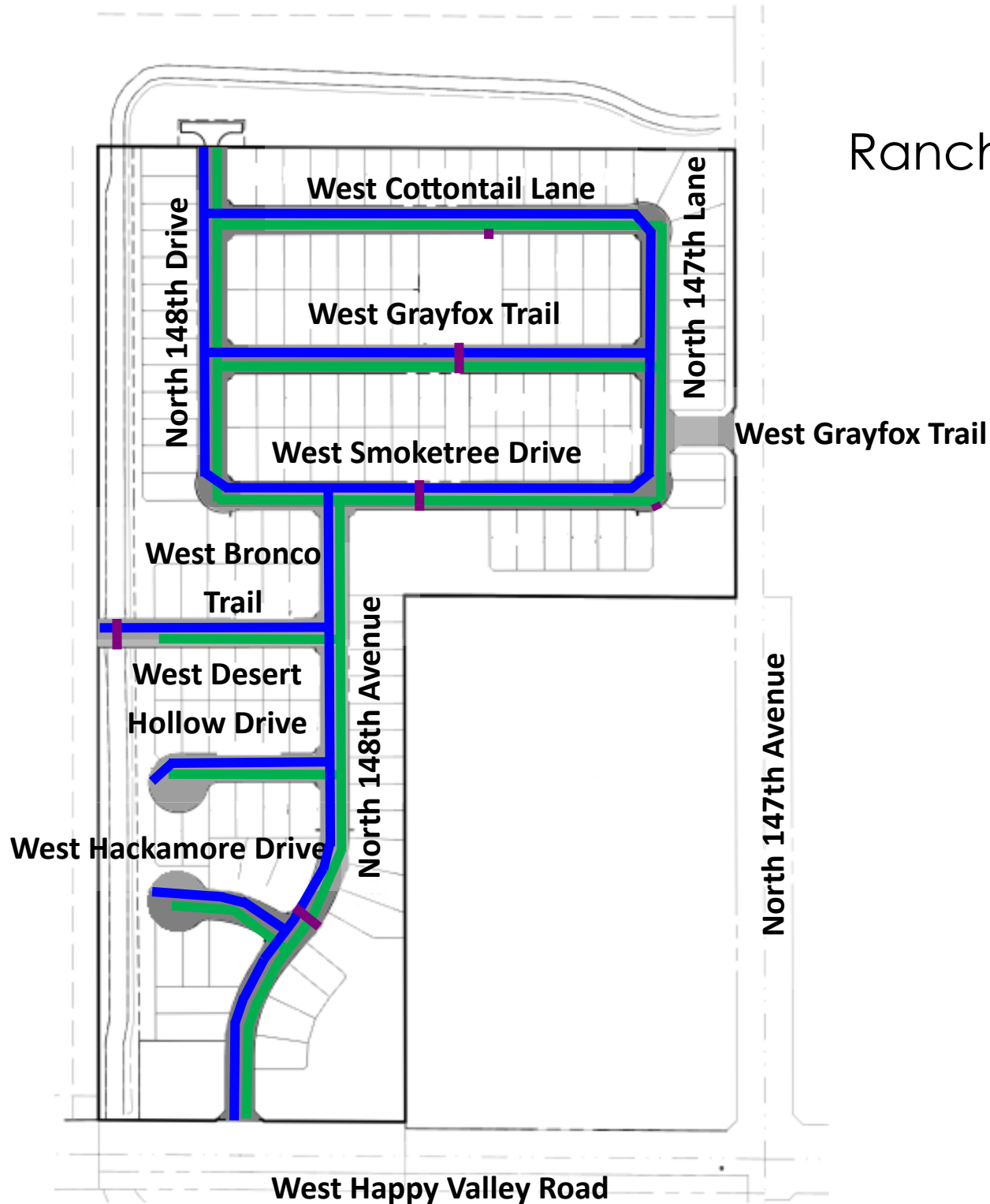
Robert Wingo, City Attorney

EXHIBIT A

Map of Infrastructure

EXHIBIT A

Rancho Mercado Parcel A22



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- WATER
- DRAINAGE
- ROADWAY
Asphalt/Pavement,
Concrete (Curb &
Gutter, Sidewalk)

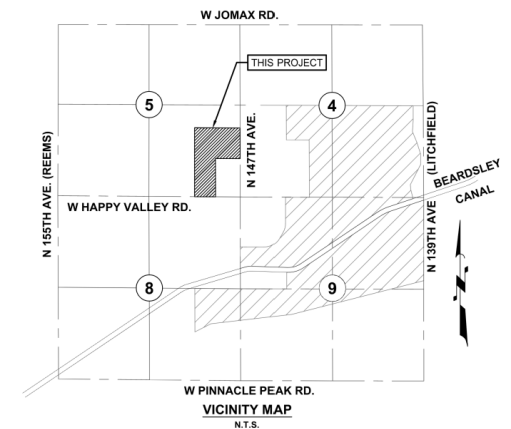


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 09/10/2024
Re: FS20-644 Rancho Mercado Parcel A22

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

City Paving	\$644,905.00
City Concrete	\$820,504.00
City Sewer	\$535,974.00
City Water	\$437,965.00
City Drainage	\$ 27,235.00
Total	\$2,466,583.00

August 6, 2024

Taylor Morrison/Arizona Inc.
4900 N. Scottsdale Road #2200
Scottsdale, AZ

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO MERCADO
PARCEL A22 – FS20-644**

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

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

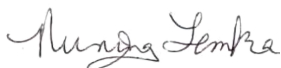
*For the Warranty Assurance, a notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant.

The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

If you have any questions or concerns, you can reach me at 623-222-6148 or at nuning.lemka@surpriseaz.gov.

Sincerely,



Nuning Lemka, P.E.
City Engineer

cc: Ravi Sharma, PW Engineering Manager
Eric Boyles, Transportation Director
Amanda Correia, Finance Senior Accountant
Tracy Mills, IT Technical Services Manager
Monroe Colter, WRM Infrastructure Manager

Robert Fields, PW Field Engineering Supervisor
Erick Martin, Finance Assistant Director
Michael Boule, Water Resource Management Director
Jacob Moreno, Streets Manager
Anthony Dudley, WRM Water Manager



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 7/1/2024 _____ Commercial _____ Commercial w/Offsite X Residential

X COMPLETION ACCEPTANCE (End of Construction) _____ FINAL ACCEPTANCE (End of Warranty)

2/14/2024 Date of Punch-List Walk 5/23/2024 Date Punch-List Completed

Case Number: FS20-644

Project Name: RANCHO MERCADO PARCEL A22

Project Developer/Builder: (Name/Email, Address)

MARK RYAN - TAYLOR MORRISON <mryan@taylormorrison.com>

4900 E SCOTTSDALE RD 2200, SCOTTSDALE AZ 85251

Permit No: <u>E21P-0202</u>	Permit Type: <u>GRADING</u>
Permit No: <u>E21P-0203</u>	Permit Type: <u>SWPPP</u>
Permit No: <u>E21P-0563</u>	Permit Type: <u>DRAINAGE - DRY WELL</u>
Permit No: <u>E21P-0564</u>	Permit Type: <u>DRAINAGE - STORM DRAIN</u>
Permit No: <u>E21P-0565</u>	Permit Type: <u>PAVING</u>
Permit No: <u>E21P-0566</u>	Permit Type: <u>SEWER</u>
Permit No: <u>E21P-0567</u>	Permit Type: <u>TRAFFIC</u>
Permit No: <u>E21P-0568</u>	Permit Type: <u>WATER</u>
Permit No: _____	Permit Type: _____
Permit No: _____	Permit Type: _____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

- | | |
|--|---|
| ☒ Copy of Punch List | ☒ AOC |
| ☐ Final Certification Letter from Engineer of Record | ☒ Asphalt Concrete Ticket w/ Name of Contractor |
| ☒ Complete Geotechnical Testing Packet | ☒ As built Documents (PDF copy) |
| ☒ Sewer Pressure Testing Results | ☐ Updated asbuilt CAD files |
| ☒ Sewer Manhole Vacuum Testing Certification | ☐ Fireline Sign-off (commercial) |
| ☒ Sewer Manhole Insecticide Certification | |
| ☒ Sewer Videos with Operators Notes (inc. re-videos) | |

Other _____ (Specify)

APPROVAL:

Civil Inspector: Jose Belman

Date: 7/1/2024

Civil Engineering Supervisor: _____

Date: _____

Digitally signed by Rob Fields
DN: cn=Rob Fields, o, ou, email=Robert.Fields@surpriseaz.gov, c=US
Date: 2024.07.03 16:39:38 -07'00'

A	B	C	D	E	K	L	M	N	O	P	Q	R	S
FS Case	Project Name	Private/Public	Classification	Roadway	Median Width (ft)	Length (ft)	Length (mi)	Length (mi) 1/4 mile	Lane Miles	Width (pavement) (ft)	Pavement Area	Pavement Area	Inspector Waiver
20-644	Rancho Mercado Parcel A22	Public	Local	W. Hackmore Drive	0	239.5	0.05	0.25	0.09	28	7,958	884	7/3/2024
20-644	Rancho Mercado Parcel A22	Public	Local	W. Desert Hollow Drive	0	282.8	0.05	0.25	0.11	28	7,535	837	7/3/2024
20-644	Rancho Mercado Parcel A22	Public	Local	W. Bronco Trail	0	462.7	0.09	0.25	0.18	28	7,776	864	7/3/2024
20-644	Rancho Mercado Parcel A22	Public	Local	W. Smoketree Drive	0	848.4	0.16	0.25	0.32	28	11,606	1,290	7/3/2024
20-644	Rancho Mercado Parcel A22	Public	Local	W. Gray Fox Trail	0	871.1	0.16	0.25	0.33	28	6,031	670	7/3/2024
20-644	Rancho Mercado Parcel A22	Public	Local	W. Gray Fox Trail	0	135.4	0.03	0.25	0.05	28	37,783	4,198	7/3/2024
20-644	Rancho Mercado Parcel A22	Public	Local	W. Cottontail Lane	0	851.6	0.16	0.25	0.32	28	18,368	2,041	7/3/2024
20-644	Rancho Mercado Parcel A22	Public	Local	N. 148th Drive	0	685.2	0.13	0.25	0.26	28	19,076	2,120	7/3/2024
20-644	Rancho Mercado Parcel A22	Public	Local	N. 148th Avenue	0	1289.2	0.24	0.25	0.49	28	6,336	704	7/3/2024
20-644	Rancho Mercado Parcel A22	Public	Local	N. 147th Drive	0	526.1	0.10	0.25	0.20	28	6,566	730	7/3/2024
					Total	6192.0					Total	14,337	



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 5

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

Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, MARIPOSA ACRES #135 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-100.

Motion:

I move to approve Resolution No. 2024-100.

Background:

MARIPOSA ACRES #135 was formed on June 3, 2014 (Resolution 2014-40). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all the real property owners in the enlargement area of the district, exclusive of mortgagees and other lien holders. There will be 4 (estimated) new lights proposed within this enlargement which are local and will be billed to the MARIPOSA ACRES #135 SLID. The 3 new arterial lights will be billed to the City's SLID account.

Objective Analysis:

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

Policy Compliant:

The Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a 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 enlargement is illuminated, the City will begin levying the SLID to cover the additional SLID expenses. At this current time, the SLID is not incurring any expense because the SLID lights have not been illuminated. Therefore, there is no current financial impact.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution-SLID Enlargement mariposa point at surprise_BAC
 2. 02 PETITION_revised
 3. 03 streetlight plan revised
 4. 04 Exhibit pointe at surprise revised
-

RESOLUTION # 2024-100

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA, MARIPOSA ACRES #135 LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on June 3, 2014, the Mayor and City Council of the City of Surprise adopted Resolution No. 2014-40, ordering the formation of the CITY OF SURPRISE, ARIZONA, MARIPOSA ACRES #135 LIGHTING IMPROVEMENT DISTRICT (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

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

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

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

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

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

Section 1. *District Enlargement.* The CITY OF SURPRISE, ARIZONA, MARIPOSA ACRES #135 LIGHTING IMPROVEMENT DISTRICT shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2025 will apply to the District as enlarged by this Resolution.

Resolution No. 2024-100
RFLS # 9665
Rev 06/23

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

EXHIBIT "A"

DESCRIPTION

SLID EXPANSION

A portion of the Southwest Quarter of Section 5, Township 3 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona described as follows:

COMMENCING at the Southwest Corner of said Section 5 from which the West Quarter Corner of said Section 5 lies North 00°36'13" West 2637.98 feet;

Thence along the west line of said Southwest Quarter North 00°36'13" West 1318.99 feet to the POINT OF BEGINNING;

Thence continuing along said west line North 00°36'13" West 659.49 feet;

Thence departing said line South 88°55'52" East 987.74 feet;

Thence South 00°34'38" East 440.48 feet;

Thence North 88°52'04" West 329.19 feet;

Thence North 00°35'09" West 110.02 feet;

Thence North 88°53'58" West 625.40 feet;

Thence South 00°36'13" East 329.77 feet;

Thence North 88°52'04" West 33.02 feet to the POINT OF BEGINNING.

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

End of description

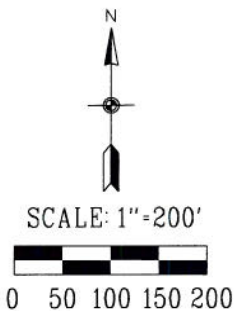
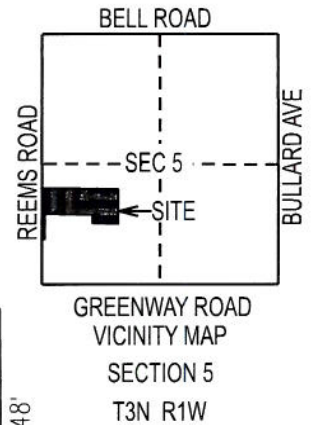
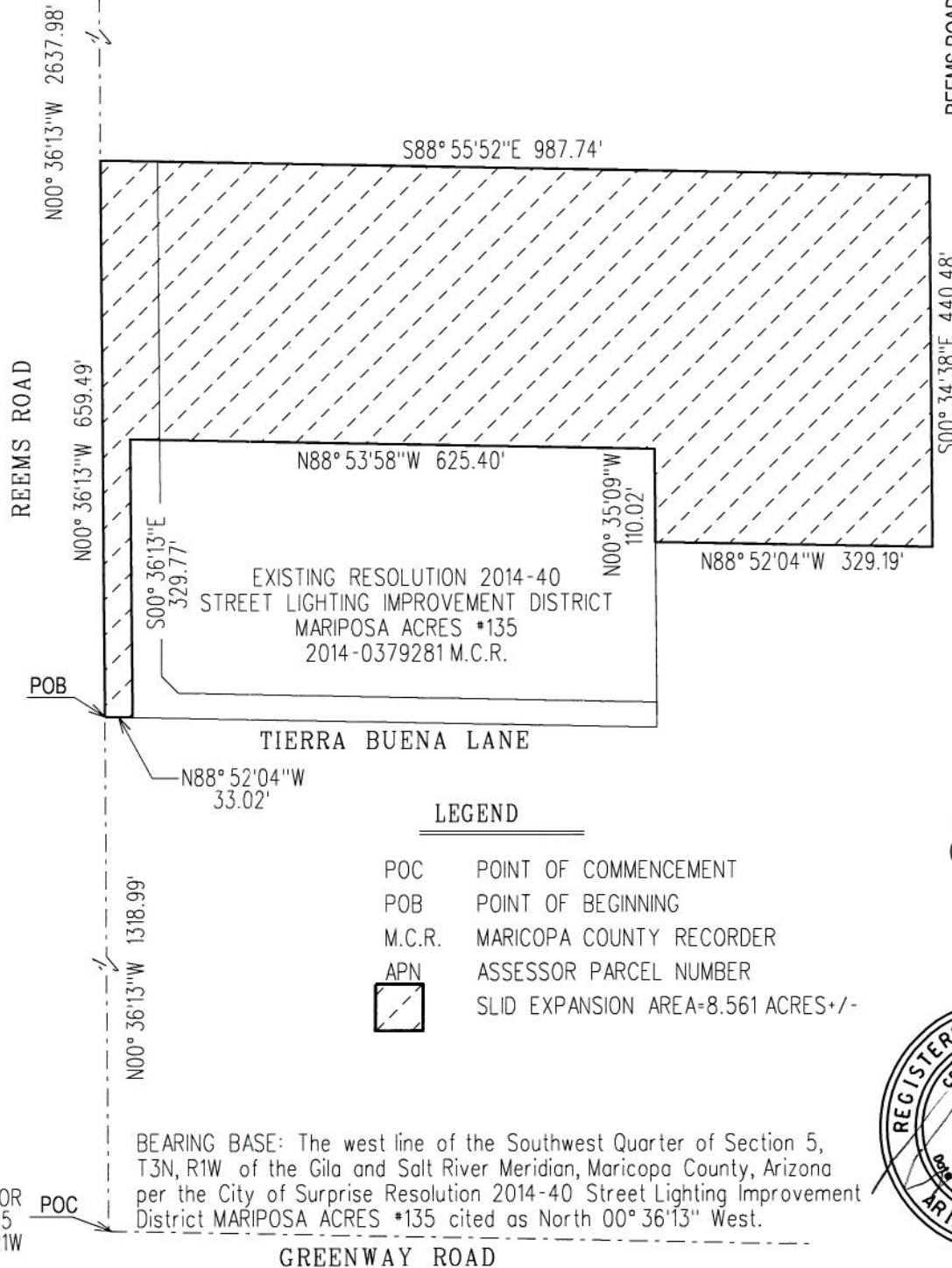


EXHIBIT B

Map

EXHIBIT "B"

W 1/4 COR
SEC 5
T3N, R1W



SLID EXPANSION



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 24018

DRAWN BY RCD

DATE 09-09-24

SHEET 1 OF 1

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

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

MARIPOSA ACRES #135

(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
Gold Stream Development LLC James Petersen		501-19-063A	



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		
				Height	Investment by Company	Investment by Others
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.

PROJECT GENERAL 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 REATE, 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 PPROVAL 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. T: 623-222-7000.
- TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
- PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BEREQUIRED 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.

STREET LIGHTING GENERAL NOTES

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS.

- THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES AND ORDINANCES.
- PRIOR TO SUBMITTAL, THE STREET LIGHT DESIGNER SHALL EXAMINE ALL GENERAL CONSTRUCTION DRAWINGS AND VISIT THE CONSTRUCTION SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER HIGH HE WILL OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THE CONTRACT.
- THE STREET LIGHT DESIGNER SHOULD VERIFY DIMENSIONS AT THE SITE AND IMMEDIATELY REPORT IFFERENCES TO THE DEVELOPER'S CONSTRUCTION MANAGER AND NOT PROCEED WITH WORK UNTIL THE CONSTRUCTION MANAGER RENDERS A DECISION.

STREET LIGHTING GENERAL NOTES (CNTD.)

- THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LICENSING REQUIREMENTS SET FORTH BY THE TATE REGISTRAR OF CONTRACTORS OFFICE TO PERFORM WORK RELATING TO STREET LIGHT NSTALLATION IN CITY OF SURPRISE RIGHT-OF-WAY.
- ONE DRY UTILITY PERMIT FOR EACH CITY OF SURPRISE STREET LIGHT PROJECT SHALL BE OBTAINED BY THE ONTRACTOR PRIOR TO CONSTRUCTION.
- STREETLIGHT POLES SHALL BE INSTALLED PLUMB, BE ADJUSTED TO PROVIDE PROPER ALIGNMENT TO THE ROADWAY BEING LIGHTED AND BE PROPERLY GROUNDED WHEN THE INSTALLATION IS COMPLETED.
- STREET LIGHTS ARE INSPECTED BY THE CITY OF SURPRISE STREETLIGHTING INSPECTOR. UTILITY COMPANY TO PROVIDE POLE NUMBER. THE CONTRACTOR SHALL INSTALL THE NUMBER 7'-0" A.F.G. AND STACK NUMBERS VERTICAL GOING UP. POLE NUMBER TO FACE THE STREETSIDE. THIS MUST BE DONE PRIOR TO ACCEPTANCE AND ENERGIZATION.
- LUMINAIRES SHALL BE INSTALLED LEVEL AND INCLUDE A LAMP AND PHOTOCELL. THE LUMINAIRES SHALL E FREE OF DUST, DIRT OR ANYTHING THAT WOULD IMPAIR THE OUTPUT OF THE LIGHT.
- LUMINAIRES FURNISHED WITH MULTI-TAP DRIVERS SHALL BE REWIRED OR RECONNECTED TO MATCH THE VOLTAGE SUPPLIED BY THE ELECTRIC UTILITY COMPANY.
- POLE SHALL BE SET PLUMB IN TWO DIRECTIONS, NINETY (90) DEGREES APART.
- SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.
- WIRING SHALL BE INSTALLED PER SERVING UTILITY COMPANY STANDARDS. CONDUIT SHALL BE INSTALLED AT THE DEPTH SPECIFIED ON THEIR PLANS.
- CONDUIT MUST BE LISTED AND LABELED AND SUITABLE FOR UNDERGROUND USE.
- CONNECTIONS SHALL BE PER SERVING UTILITY COMPANY STANDARDS. EACH POLE SHALL HAVE A 8" X 5/8" COPPER CLAD GROUND ROD DRIVEN BENEATH PULL BOX. A #6 BARE COPPER LEAD FROM THE GROUND ROD IN PULL BOX TO LANDING LUG IN STREET LIGHT POLE HAND HOLE IS REQUIRED.
- EXCAVATION FOR PULL BOXES AND MATERIAL SPECIFICATIONS SHALL BE PER SERVING UTILITY COMPANY STANDARDS.
- TRENCH SHALL BE INSTALLED PER SERVING 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 THE TRENCHING AND THE INSTALLATION OF CONDUIT.
- 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.
- PRIOR TO ACCEPTANCE, THE DEVELOPER SHALL ENERGIZE AND OPERATE THE ENTIRE ROADWAY LIGHTING SYSTEM, FROM SUNSET TO SUNRISE FOR TWO (2) CONSECUTIVE DAYS WITHOUT INTERRUPTIONS OF FAILURE. IF A LUMINAIRE SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED. THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT TO SUCCESSFULLY PERFORM THIS TEST.
- IF A FIXTURE SHOULD FAIL, IT SHALL BE IMMEDIATELY REPLACED. THE DEVELOPER SHALL BE RESPONSIBLE FOR FURNISHING ALL PERSONNEL AND EQUIPMENT NECESSARY TO SUCCESSFULLY REPAIR THE FIXTURE.
- 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. MATERIALS AND WORKMANSHIP FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.
- 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.

DRY UTILTY CONSTRUCTION GENERAL NOTES

- 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.
- 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.

DRY UTILTY CONSTRUCTION GENERAL NOTES (CNTD.)

- 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.
- 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.
- 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.
- 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.
- 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.
- THE CITY OF SURPRISE DOES NOT WARRANT ANY OF THE QUANTITIES SHOWN ON THESE PLANS.
- 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.
- 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.
- 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.
- 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.
- 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
- ALL TRENCHES IN EXISTING AND FUTURE PAVEMENT ARE REQUIRED TO BE BACKFILLED WITH A MINIMUM OF ONE-HALF (12) SACK SLURRY CONTROLLED LOW STRENGTH MATERIAL PER MAG SECTIONS 604 AND 728.
- 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 (12) SACK SLURRY CONTROLLED LOW-STRENGTH MATERIAL PER MAG SECTIONS 604 AND 728.
- ALL WORK THAT LIES WITHIN A DESIGNATED FLOODPLAIN AREA WILL REQUIRE A FLOODPLAIN USE PERMIT FROM THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY.
- 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.
- THE MINIMUM DEPTH OF COVER FOR VARIOUS UTILITIES SHALL BE AS SHOWN BELOW. TEMPORARY PAVEMENT REPLACEMENT THAT USES COLD-MIX ASPHALT SHALL BE REPLACED NO LATER THAN SEVEN (7) CALENDAR DAYS AFTER INITIAL PLACEMENT.

TYPE	MINIMUM DEPTH
DIRECT BURIAL CABLE	36"
FIBER OPTIC CABLE	36"
TELEVISION, TELEPHONE, CABLE, AND OTHER	24" TO 36"
GAS	36"

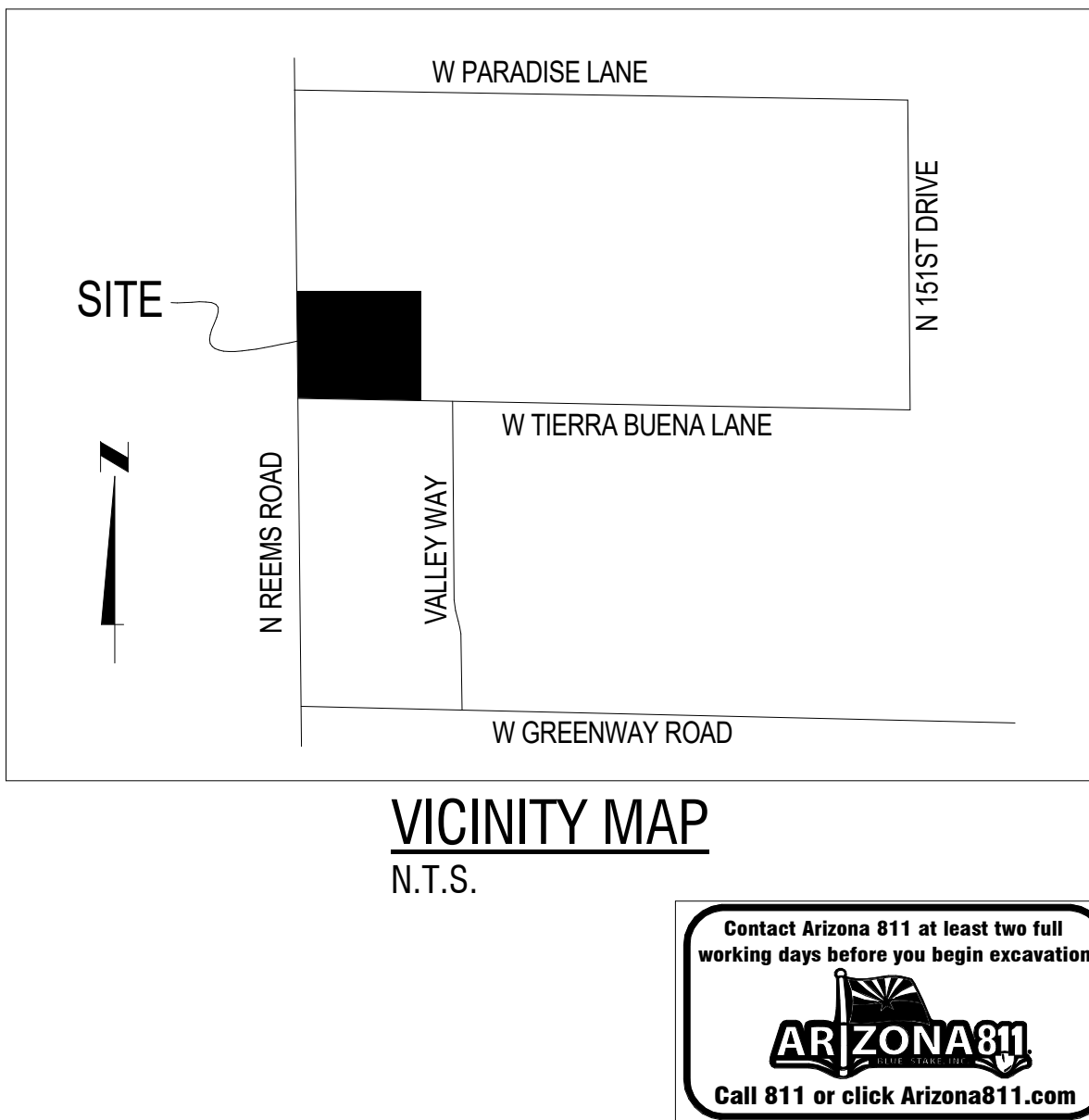
ARIZONA PUBLIC SERVICE (APS) NOTES

- CONTRACTOR SHALL CONTACT APS INSPECTOR IDENTIFIED ON THE APS CONSTRUCTION DRAWING FOR PRE-CONSTRUCTION MEETING PRIOR TO ANY EXCAVATION.
- CONTRACTOR TO SUPPLY ALL TRENCH AND CONDUIT, PER APS REQUIREMENTS, UNLESS OTHERWISE NOTED.
- GRADE STAKE WILL BE SET WITHIN 2' OF J-BOX LOCATION.
- CONTRACTOR WILL COORDINATE WITH APS AND CITY OF SURPRISE FOR DE-ENERGIZING OF STREETLIGHT CONDUCTOR.
- GROUND ROD TO BE PROVIDED AND INSTALLED BY CONTRACTOR OUTSIDE OF APS J-BOX AT EACH STREETLIGHT LOCATION.
- IF THE CONTRACTOR INSTALLS THE POLE, THE BARE #6 COPPER GROUND WIRE SHALL BE CONNECTED FROM THE GROUND ROD IN THE APS J-BOX TO THE GROUND CONNECTION IN THE HAND-HOLE..
- ALL TRENCH AND CONDUIT TO BE INSPECTED BY APS. DO NOT BACKFILL UNTIL INSPECTED.
- APS CONSTRUCTION PRINT MUST BE USED AS A TRENCHING REFERENCE. TRENCHING VARIATIONS MUST HAVE WRITTEN APS CSR APPROVAL. FOLLOW DETAILS FOR CONSTRUCTION. VARIATIONS IN TRENCH ROUTE MAY RESULT IN A REDESIGN FEE.
- CONTACT APS FOR ALL TRENCH AND CONDUIT SPECIFICATIONS AND REQUIREMENTS.
- CONTRACTOR IS RESPONSIBLE FOR INTEGRITY OF ALL CONDUITS UNTIL APS HAS INSTALLED CONDUCTORS.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING REQUIRED VARIANCES PRIOR TO SUBMITTING CIP DRAWINGS TO THE UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING VERTICAL AND HORIZONTAL CLEARANCES TO EXISTING OVERHEAD LINES AND POLES WHEN PLACING NEW STREETLIGHTS.
- THIS GUARANTEE IS TO BE IN WRITING TO THE CITY AT THE TIME OF ISSUING FINAL ACCEPTANCE. MATERIALS AND WORKMANSHIP FOUND TO BE DEFECTIVE WITHIN THE WARRANTY PERIOD SHALL BE REPLACED WITHOUT COST TO THE CITY.
- APS APPROVED EXTERNAL BACK-LIGHT SHIELDS TO BE INSTALLED WHERE LIGHTS ARE PROPOSED ADJACENT TO RESIDENTIAL REAR OR SIDE YARDS.

APPROVALS

CITY OF SURPRISE SIGNATURE BLOCK	
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.	
APPROVED _____	DATE _____
CITY OF SURPRISE ENGINEER	

APPROVED _____	DATE _____
MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT	



SPECTRUM ENGINEERS
324 S. State St., Suite 400
Salt Lake City, UT 84111
800-678-7077
801-328-5151
fax: 801-328-5155
www.spectrum-engineers.com



THE POINTE AT SURPRISE

SURPRISE, AZ
DEVELOPER:
GOLD STREAM CONSTRUCTION
JIM PETERSEN
197W 4860S
MURRAY, UT 84107
(385)-770-7459

Mark:	Date:	Description:
ISSUE:	FS22-0858	
DATE:	2024.02.20	

PROJECT NO:	21012
DRAWN BY:	Author
CHECKED BY:	Checker
DESIGNED BY:	Designer
RECORD DRAWING DATE:	

SIGNATURE:

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SHEET TITLE

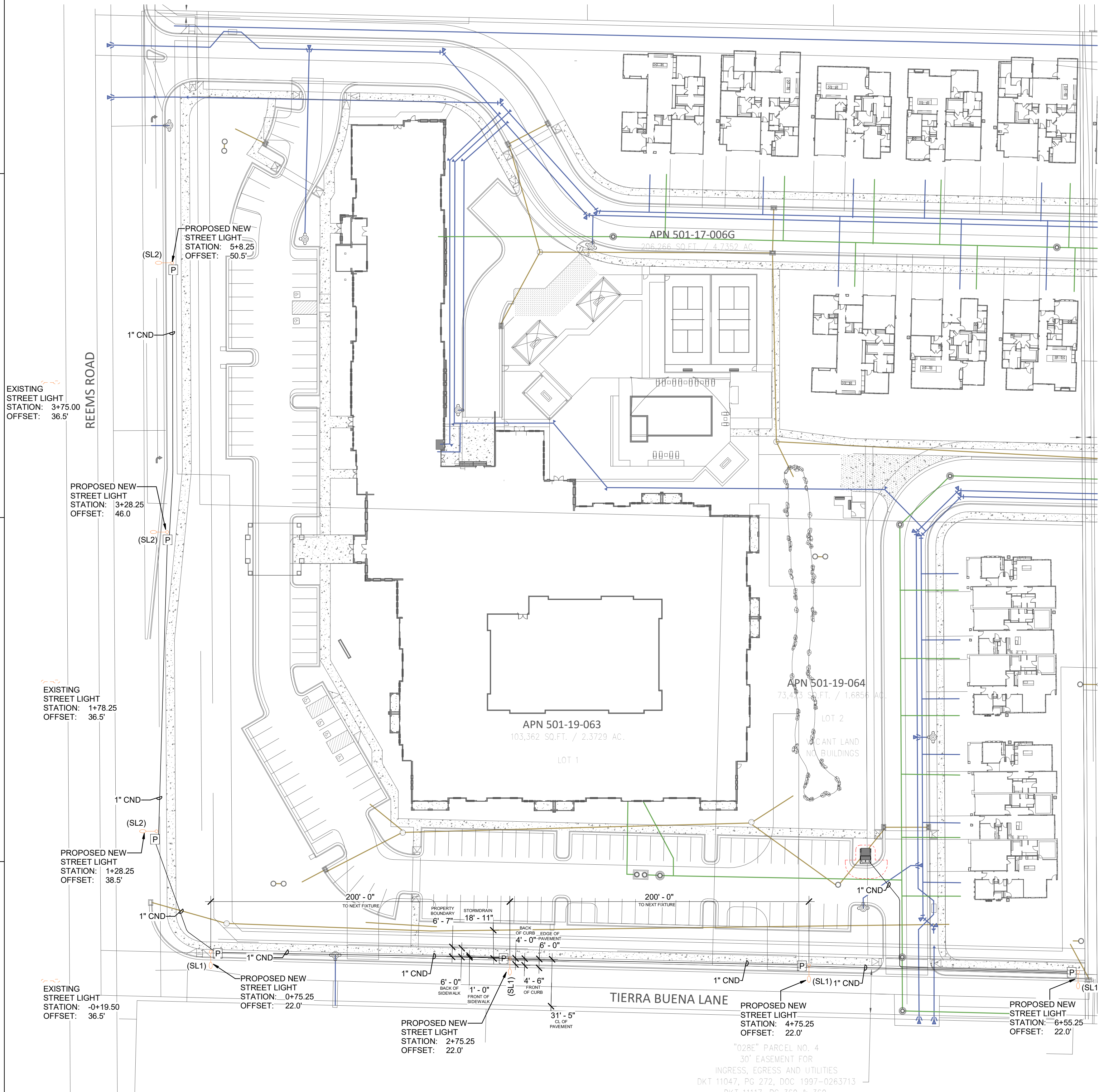
STREET LIGHT COVER SHEET

ES110

STREET LIGHTING PLAN

SCALE: 1" = 40'-0"

QTY: 6



LEGEND

- NEW STREET LIGHT
- EXISTING STREET LIGHT
- FIRE HYDRANT
- CONDUIT WITH SIZE CALLOUT
- PULLBOX - REFER TO DETAIL ON ES113
- UTILITY - SEWER
- UTILITY - WATER
- UTILITY - STORM DRAIN

SITE LIGHTING FIXTURE SCHEDULE

ID	DESCRIPTION	SIZE (NOMINAL)	BUG RATING			LUMINAIRE		DRIVER		MANUFACTURER
			BACK	UP	GLARE	LUMENS	COLOR TEMP	CRI	TYPE	
(SL1)	DESCRIPTION: LOCAL ROADWAY STREET LIGHT, APS/SURPRISE STANDARD FIXTURE MOUNTING: POLE FINISH: ARCHITECTURAL BROWN OPTICS: FULL CUT OFF OPTIONS: PHOTOCELL WIND RATING: - EM: NONE	POLE HEIGHT: 30'-8" MOUNTING HEIGHT: 25'				4,800	3000K	80		GENERAL ELECTRIC (ERL1005A527ADKBZ)
(SL2)	DESCRIPTION: LOCAL ROADWAY STREET LIGHT, APS/SURPRISE STANDARD FIXTURE MOUNTING: POLE FINISH: GRAY, GALVANIZED OPTICS: FULL CUT OFF OPTIONS: PHOTOCELL WIND RATING: - EM: NONE	POLE HEIGHT: 38' - 6" MOUNTING HEIGHT: 32' - 11"				7,800	3000K	80		GENERAL ELECTRIC (ERL1009C527AGRAY)

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CONSULTANTS



THE POINTE
AT SURPRISE

SURPRISE, AZ

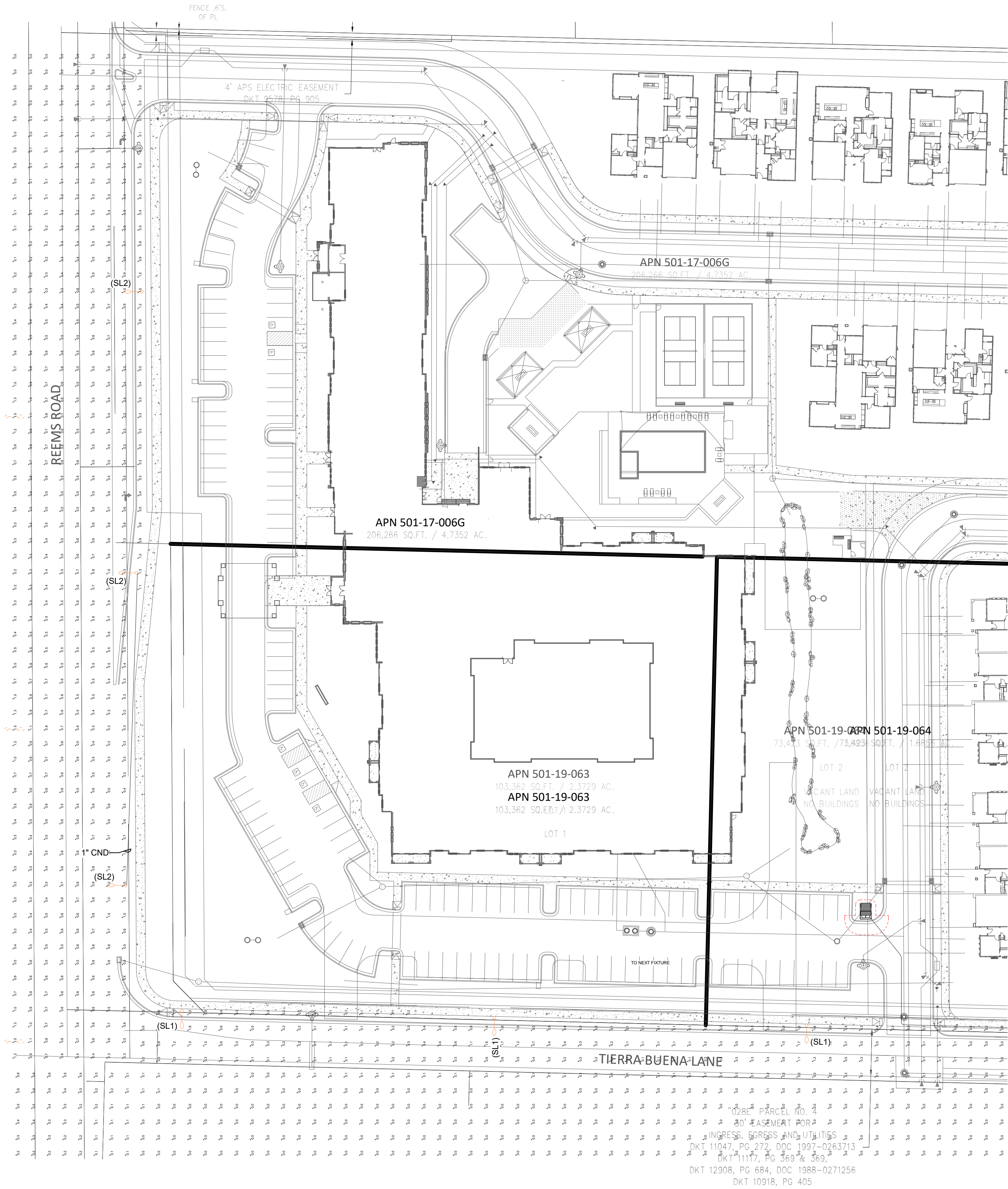
Mark: Date: Description:
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PROJECT NO: 21012
DRAWN BY: Author
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SIGNATURE:
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SHEET TITLE

STREET LIGHT PLAN

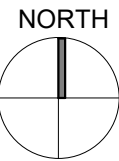


ES111



Luminaire Schedule					
Tag	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
SL1	ERL1_05A527_-120-277V	0.765	4700	37	111
SL2	ERL1_09C527	0.765	8000	68	408

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
REEMS ROAD	Illuminance	Fc	0.50	1.5	0.0	N.A.	N.A.
TIERRA BUENA LAND	Illuminance	Fc	0.17	1.9	0.0	N.A.	N.A.



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THE POINTE
AT SURPRISE

SURPRISE, AZ

Mark: Date: Description:
ISSUE: FS22-0858
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SIGNATURE:

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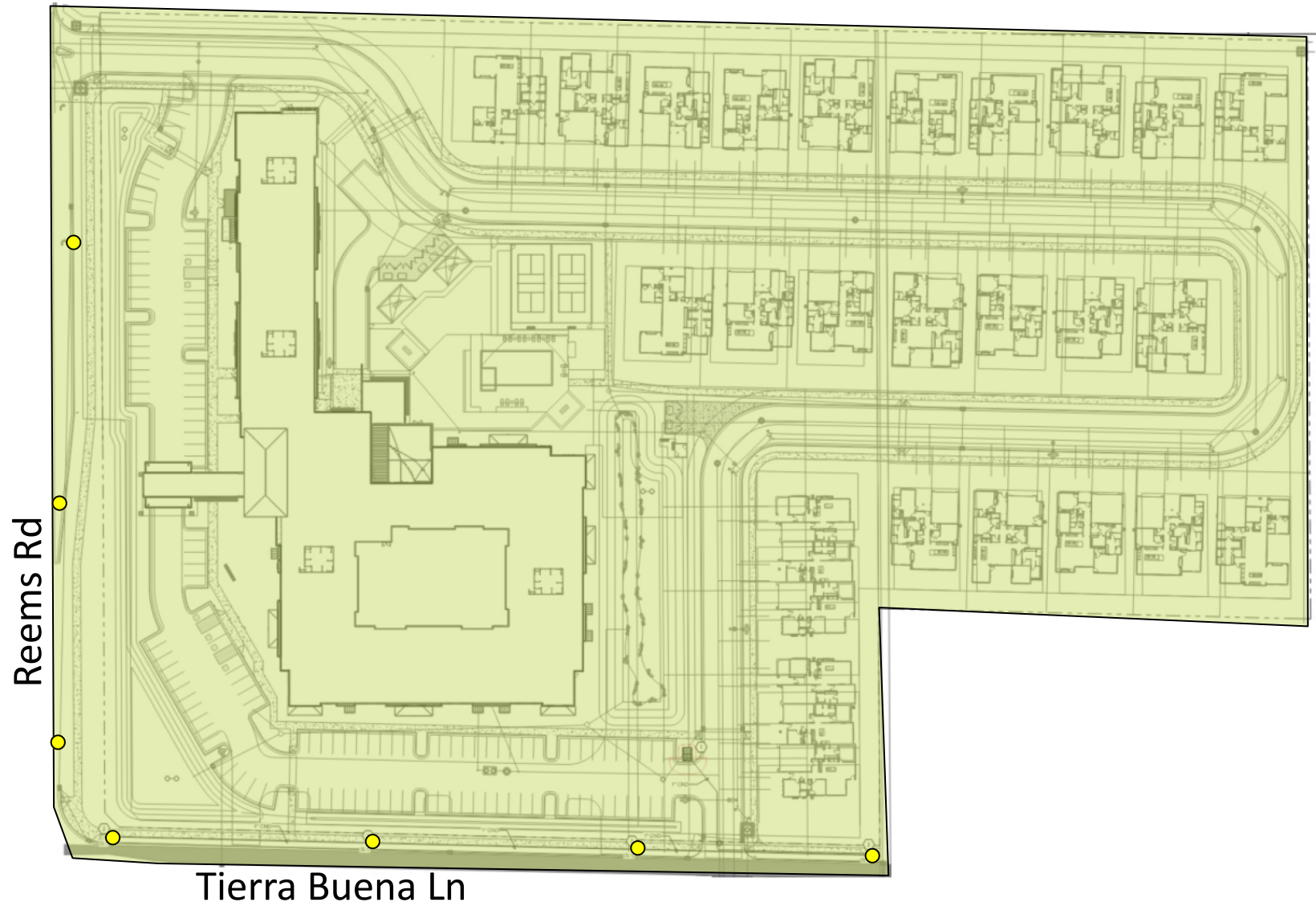
SHEET TITLE

STREET LIGHTING
CALCS PLAN

ES112

Street Lights:

- Street Light Pole
- 7 proposed poles
- SLID Boundary





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024
Submitting Department: Public Works
Staff Recommendations:

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

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

Agenda Wording:

Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, DESERT OASIS LIGHTING IMPROVEMENT DISTRICT NO. 1 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-151.

Motion:

I move to approve Resolution No. 2024-151.

Background:

DESERT OASIS LIGHTING IMPROVEMENT DISTRICT NO. 1 was formed on November 2, 2021 (Resolution 2021-147). Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all the real property owners in the enlargement area of the district, exclusive of mortgagees and other lien holders. 106 (estimated) new lights are proposed within this enlargement which are local and collector and will be billed to the DESERT OASIS LIGHTING IMPROVEMENT DISTRICT NO. 1 SLID.

Objective Analysis:

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

Policy Compliant:

The Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a 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 enlargement is illuminated, the City will begin levying the SLID to cover the additional SLID expenses. At this current time, the SLID is not incurring any expense because the SLID lights have not been illuminated. Therefore, there is no current financial impact.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution-SLID Enlargement Paloma-Enclave_BAC
 2. 02 Paloma Creek - SLID Petition Enlargement- 090424
 3. 03- Streetlight plan
 4. 04 streetlight exhibit
-

RESOLUTION # 2024-151

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA, DESERT OASIS LIGHTING IMPROVEMENT DISTRICT NO. 1 AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on January 8, 2004, the Mayor and City Council of the City of Surprise adopted Resolution No. 2004-01, ordering the formation of the CITY OF SURPRISE, ARIZONA, DESERT OASIS LIGHTING IMPROVEMENT DISTRICT NO. 1 (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, on November 2, 2021, the Mayor and City Council of the City of Surprise adopted Resolution No. 2021-147, ordering Enlargement of the CITY OF SURPRISE, ARIZONA, DESERT OASIS LIGHTING IMPROVEMENT DISTRICT NO. 1 (the "District");

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

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

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

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

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

Section 1. *District Enlargement.* The CITY OF SURPRISE, ARIZONA, DESERT OASIS LIGHTING IMPROVEMENT DISTRICT NO. 1 shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2025 will apply to the District as enlarged by this Resolution.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Legal Description



EXHIBIT "A"

LEGAL DESCRIPTION ELLEN RANCH-PALMO CREEK-ENCLAVE STREET LIGHT IMPROVEMENT DISTRICT (SLID)

JOB NO. 16-400.18

MAY 28, 2024

A PORTION OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF SECTION 6, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6, BEING MARKED BY A 2" MCDOT ALUMINUM CAP FLUSH, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 6, BEING MARKED BY A 3" MCDOT BRASS CAP IN HAND HOLE, BEARS NORTH 0 DEGREES 22 MINUTES 33 SECONDS EAST, (BASIS OF BEARING) 2,275.55 FEET;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 1174.24 FEET TO THE **POINT OF BEGINNING**;

THENCE, DEPARTING SAID SOUTH LINE NORTH 00 DEGREES 03 MINUTES 19 SECONDS WEST, 658.73 FEET;

THENCE, SOUTH 89 DEGREES 47 MINUTES 39 SECONDS EAST, 658.81 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 6;

THENCE, ALONG SAID EAST LINE, SOUTH 00 DEGREES 00 MINUTES 28 SECONDS EAST, 658.58 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 6;

THENCE, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER NORTH 89 DEGREES 48 MINUTES 26 SECONDS WEST, 658.26 FEET, TO THE **POINT OF BEGINNING**.

PARCEL 2

BEGINNING AT SAID CENTER QUARTER CORNER;

THENCE, ALONG THE SOUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 6 SOUTH 89 DEGREES 48 MINUTES 26 SECONDS EAST, 2632.88 FEET TO THE EAST QUARTER CORNER THEREOF;

EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258



THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5 SOUTH 89 DEGREES 41 MINUTES 02 SECONDS EAST, 1009.69 FEET;

THENCE, DEPARTING SAID SOUTH LINE, SOUTH 00 DEGREES 05 MINUTES 31 SECONDS WEST, 660.12 FEET;

THENCE, NORTH 89 DEGREES 40 MINUTES 05 SECONDS WEST, 1010.34 FEET TO THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE, ALONG SAID EAST LINE, SOUTH 00 DEGREES 08 MINUTES 56 SECONDS WEST, 659.84 FEET;

THENCE, DEPARTING SAID EAST LINE, NORTH 89 DEGREES 46 MINUTES 48 SECONDS WEST, 2629.27 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE, ALONG SAID WEST LINE, NORTH 00 DEGREES 00 MINUTES 28 SECONDS WEST, 1318.44 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCELS 1 & 2 OF LAND CONTAINING 4,170,872 SQUARE FEET, OR 95.7500 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

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

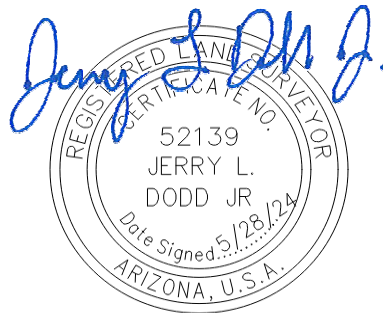
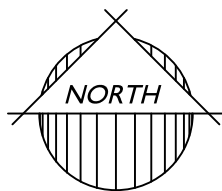


EXHIBIT B

Map



SCALE: 1"=1000'

POINT OF COMMENCEMENT
WEST QUARTER CORNER
SECTION 6, T4N, R1W
FOUND 2" MCDOT
ALUMINUM CAP FLUSH

N0°22'33"E 2275.55'
(BASIS OF BEARINGS)

163RD AVENUE ALIGNMENT

NORTHWEST CORNER
SECTION 6, T4N, R1W
FOUND 3" MCDOT BRASS
CAP IN HAND HOLE

1174.24'
S89°48'26"E

**POINT OF
BEGINNING
PARCEL 1**

159TH AVENUE

N89°46'48"W 2629.27'

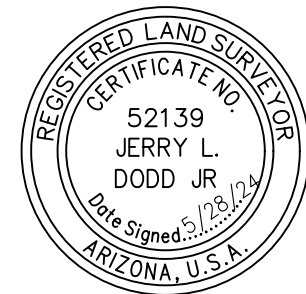
**POINT OF BEGINNING
PARCEL 2**
CENTER QUARTER CORNER
SECTION 6, T4N, R1W

EAST QUARTER CORNER
SECTION 6, T4N, R1W

S89°48'26"E 2632.88'

JOMAX ROAD

CENTER QUARTER CORNER
SECTION 5, T4N, R1W



Drawn by: FLC

Reviewed by: JLD

Sheet No: 1 of 2

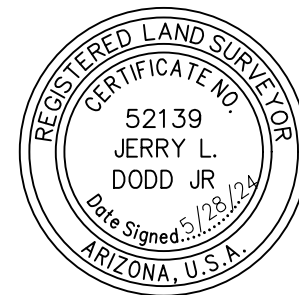
ELLEN RANCH-PALOMA CREEK-ENCLAVE
STREET LIGHT IMPROVEMENT DISTRICT (SLID)

EXHIBIT "A"



1130 N ALMA SCHOOL RD
Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1799
www.epsgroupinc.com

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°03'19"W	658.73'
L2	S89°47'39"E	658.81'
L3	S00°00'28"E	658.58'
L4	N89°48'26"W	658.26'
L5	S89°41'02"E	1009.69'
L6	S00°05'31"W	660.12'
L7	N89°40'05"W	1010.34'
L8	S00°08'56"W	659.84'
L9	N00°00'28"W	1318.44'



16-400.18	ELLEN RANCH-PALOMA CREEK-ENCLAVE STREET LIGHT IMPROVEMENT DISTRICT (SLID)	EXHIBIT "A"	Drawn by: FLC	Reviewed by: JLD	Sheet No: 2 of 2
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1130 N ALMA SCHOOL RD
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STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

The name of the existing street light improvements district to be enlarged:
DESERT OASIS LIGHTING IMPROVEMENT DISTRICT NO. 1

(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 Homes of Arizona Inc.	NE 163rd Ave & Happy Valley Rd	503-55-013B	<i>Troy Hill</i>
Meritage Homes of Arizona Inc.	NE 163rd Ave & Happy Valley Rd	503-55-014B	<i>Troy Hill</i>
Meritage Homes of Arizona Inc.	NE 163rd Ave & Happy Valley Rd	503-55-012A	<i>Troy Hill</i>
Meritage Homes of Arizona Inc.	NE 163rd Ave & Happy Valley Rd	503-55-012G	<i>Troy Hill</i>

Meritage Homes of Arizona Inc. NE 163rd Ave & Happy Valley Rd

ed

Troy Hill 7/28/21

Parcel Number	503-55-986	503-56-949	503-71-963	507-09-192	507-09-232	507-09-272	507-09-500	507-09-540	507-09-580	507-09-620
503-55-947	503-55-987	503-56-950	503-71-964	507-09-193	507-09-233	507-09-273	507-09-501	507-09-541	507-09-581	507-09-621
503-55-948	503-55-988	503-56-951	503-71-965	507-09-194	507-09-234	507-09-274	507-09-502	507-09-542	507-09-582	507-09-622
503-55-949	503-56-912	503-56-952	503-71-966	507-09-195	507-09-235	507-09-275	507-09-503	507-09-543	507-09-583	507-09-623
503-55-950	503-56-913	503-56-953	503-71-967	507-09-196	507-09-236	507-09-276	507-09-504	507-09-544	507-09-584	507-09-624
503-55-951	503-56-914	503-56-954	503-71-968	507-09-197	507-09-237	507-09-277	507-09-505	507-09-545	507-09-585	507-09-625
503-55-952	503-56-915	503-56-955	503-71-969	507-09-198	507-09-238	507-09-278	507-09-506	507-09-546	507-09-586	507-09-626
503-55-953	503-56-916	503-56-956	503-71-970	507-09-199	507-09-239	507-09-279	507-09-507	507-09-547	507-09-587	507-09-627
503-55-954	503-56-917	503-56-957	503-71-971	507-09-200	507-09-240	507-09-280	507-09-508	507-09-548	507-09-588	507-09-628
503-55-955	503-56-918	503-56-958	503-71-972	507-09-201	507-09-241	507-09-281	507-09-509	507-09-549	507-09-589	507-09-629
503-55-956	503-56-919	503-56-959	503-71-973	507-09-202	507-09-242	507-09-282	507-09-510	507-09-550	507-09-590	507-09-630
503-55-957	503-56-920	503-56-960	503-71-974	507-09-203	507-09-243	507-09-283	507-09-511	507-09-551	507-09-591	507-09-631
503-55-958	503-56-921	503-56-961	503-71-975	507-09-204	507-09-244	507-09-284	507-09-512	507-09-552	507-09-592	507-09-632
503-55-959	503-56-922	503-56-962	503-71-976	507-09-205	507-09-245	507-09-285	507-09-513	507-09-553	507-09-593	507-09-633
503-55-960	503-56-923	503-56-963	503-71-977	507-09-206	507-09-246	507-09-286	507-09-514	507-09-554	507-09-594	507-09-634
503-55-961	503-56-924	503-56-964	503-71-978	507-09-207	507-09-247	507-09-287	507-09-515	507-09-555	507-09-595	
503-55-962	503-56-925	503-56-965	503-71-979	507-09-208	507-09-248	507-09-288	507-09-516	507-09-556	507-09-596	
503-55-963	503-56-926	503-56-966	503-71-980	507-09-209	507-09-249	507-09-289	507-09-517	507-09-557	507-09-597	
503-55-964	503-56-927	503-56-967	503-71-981	507-09-210	507-09-250	507-09-290	507-09-518	507-09-558	507-09-598	
503-55-965	503-56-928	503-56-968	503-71-982	507-09-211	507-09-251	507-09-291	507-09-519	507-09-559	507-09-599	
503-55-966	503-56-929	503-56-969	503-71-983	507-09-212	507-09-252	507-09-292	507-09-520	507-09-560	507-09-600	
503-55-967	503-56-930	503-56-970	507-09-173	507-09-213	507-09-253	507-09-293	507-09-521	507-09-561	507-09-601	
503-55-968	503-56-931	503-56-971	507-09-174	507-09-214	507-09-254	507-09-294	507-09-522	507-09-562	507-09-602	
503-55-969	503-56-932	503-56-972	507-09-175	507-09-215	507-09-255	507-09-483	507-09-523	507-09-563	507-09-603	
503-55-970	503-56-933	503-56-973	507-09-176	507-09-216	507-09-256	507-09-484	507-09-524	507-09-564	507-09-604	
503-55-971	503-56-934	503-56-974	507-09-177	507-09-217	507-09-257	507-09-485	507-09-525	507-09-565	507-09-605	
503-55-972	503-56-935	503-71-949	507-09-178	507-09-218	507-09-258	507-09-486	507-09-526	507-09-566	507-09-606	
503-55-973	503-56-936	503-71-950	507-09-179	507-09-219	507-09-259	507-09-487	507-09-527	507-09-567	507-09-607	
503-55-974	503-56-937	503-71-951	507-09-180	507-09-220	507-09-260	507-09-488	507-09-528	507-09-568	507-09-608	
503-55-975	503-56-938	503-71-952	507-09-181	507-09-221	507-09-261	507-09-489	507-09-529	507-09-569	507-09-609	
503-55-976	503-56-939	503-71-953	507-09-182	507-09-222	507-09-262	507-09-490	507-09-530	507-09-570	507-09-610	

503-55-977	503-56-940	503-71-954	507-09-183	507-09-223	507-09-263	507-09-491	507-09-531	507-09-571	507-09-611
503-55-978	503-56-941	503-71-955	507-09-184	507-09-224	507-09-264	507-09-492	507-09-532	507-09-572	507-09-612
503-55-979	503-56-942	503-71-956	507-09-185	507-09-225	507-09-265	507-09-493	507-09-533	507-09-573	507-09-613
503-55-980	503-56-943	503-71-957	507-09-186	507-09-226	507-09-266	507-09-494	507-09-534	507-09-574	507-09-614
503-55-981	503-56-944	503-71-958	507-09-187	507-09-227	507-09-267	507-09-495	507-09-535	507-09-575	507-09-615
503-55-982	503-56-945	503-71-959	507-09-188	507-09-228	507-09-268	507-09-496	507-09-536	507-09-576	507-09-616
503-55-983	503-56-946	503-71-960	507-09-189	507-09-229	507-09-269	507-09-497	507-09-537	507-09-577	507-09-617
503-55-984	503-56-947	503-71-961	507-09-190	507-09-230	507-09-270	507-09-498	507-09-538	507-09-578	507-09-618
503-55-985	503-56-948	503-71-962	507-09-191	507-09-231	507-09-271	507-09-499	507-09-539	507-09-579	507-09-619



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

IV. ANCHOR BASE

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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



SERVICE DETAILS

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

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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 PHOTOCELL. 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.

ENCLAVE 4
PALOMA CREEK
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.

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 05/07/2024
CITY OF SURPRISE ENGINEER DATE

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	11/23/2022
CENTURY LINK	11/23/2022
COX COMMUNICATIONS	11/23/2022
SOUTHWEST GAS	11/23/2022

CIVIL ENGINEER
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, STE. 120
MESA, AZ 85210
PHONE: (480) 503-2250
CONTACT: CHANDRA MCCARTY, P.E.

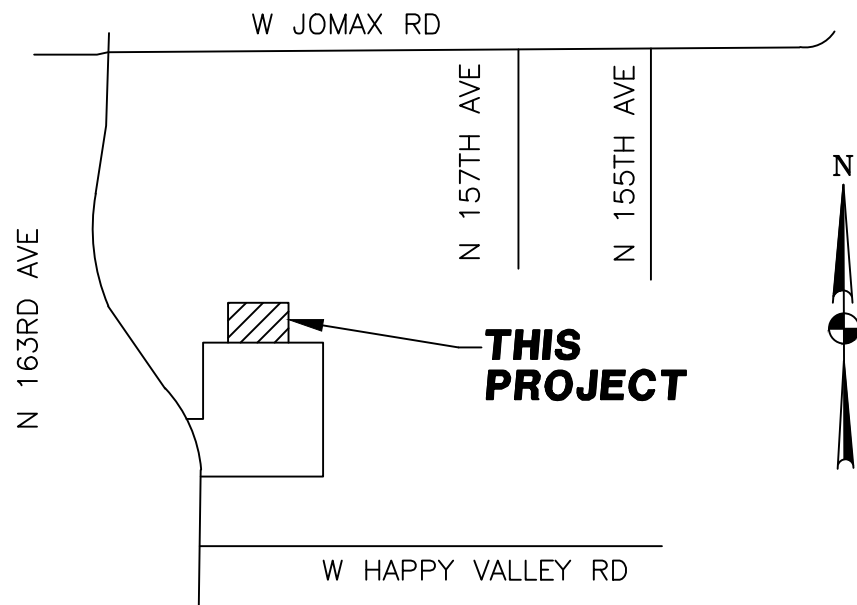
DEVELOPER
MERITAGE HOMES
8800 E RAINTREE DR, SUITE 300
SCOTTSDALE, AZ 85260
PHONE: (480) 515-8164
CONTACT: TROY HILL

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

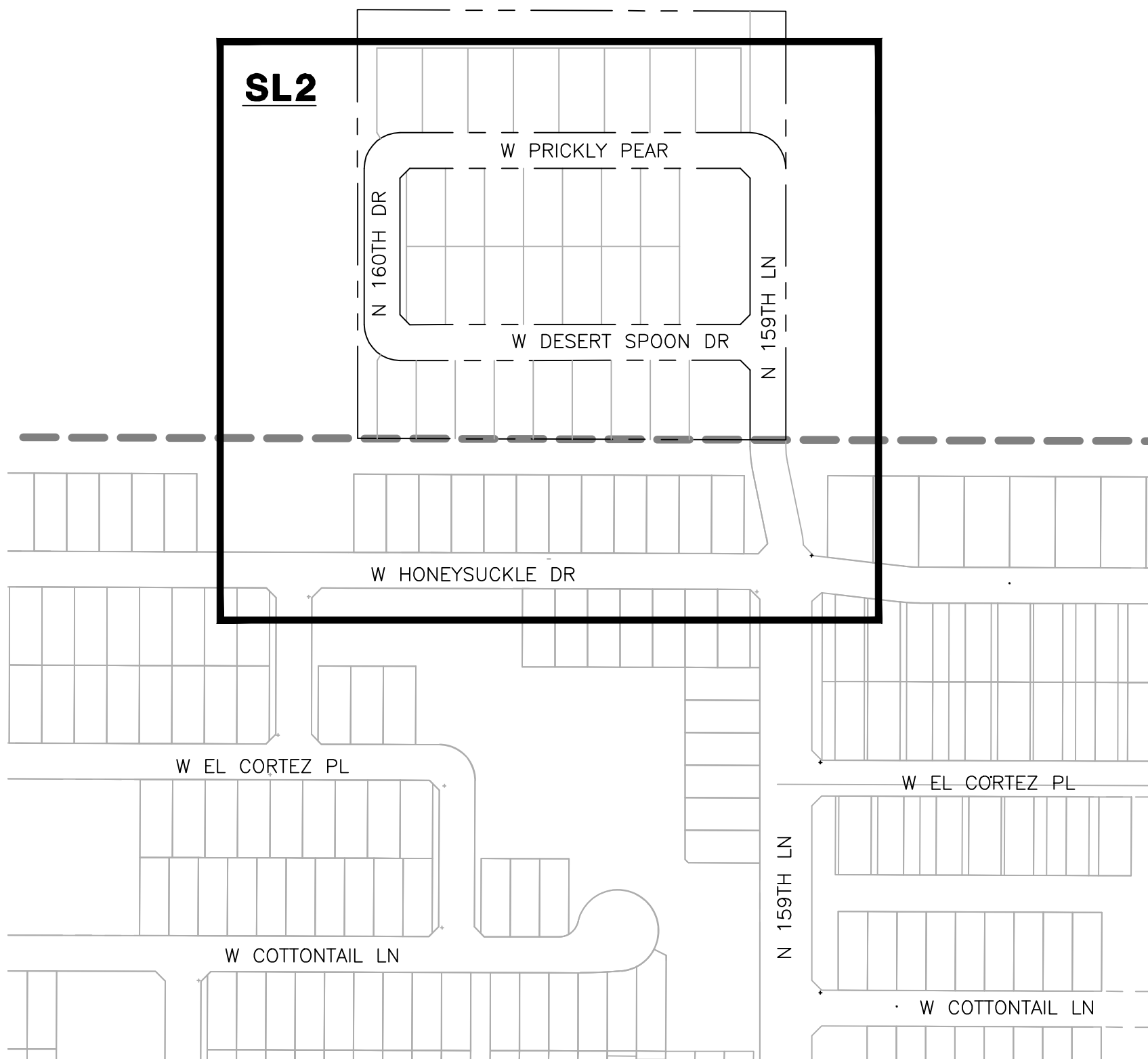
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.



VICINITY MAP
N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS	SL3



KEY MAP
N.T.S.

POWER CONDUIT NOTE

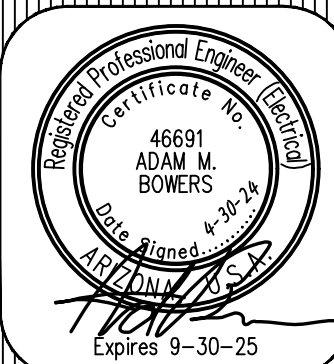
TRENCH & CONDUIT RUNS FROM STREET LIGHT PULL BOX TO POINT OF ELECTRICAL SERVICE WILL BE DESIGNED BY THE POWER COMPANY, AND ARE SHOWN ON POWER COMPANY PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE PLANS FROM DEVELOPER/OWNER, AND INCLUDE THESE RUNS IN THE BID. COORDINATE THIS WORK WITH THE POWER COMPANY.

WRIGHT ENGINEERING
PROJECT NO:
22617
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

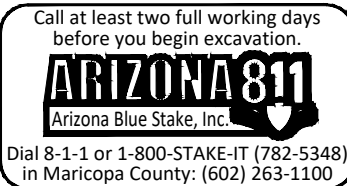
WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:
SURPRISE, ARIZONA
ENCLAVE 4
PALOMA CREEK
STREET LIGHT COVER SHEET

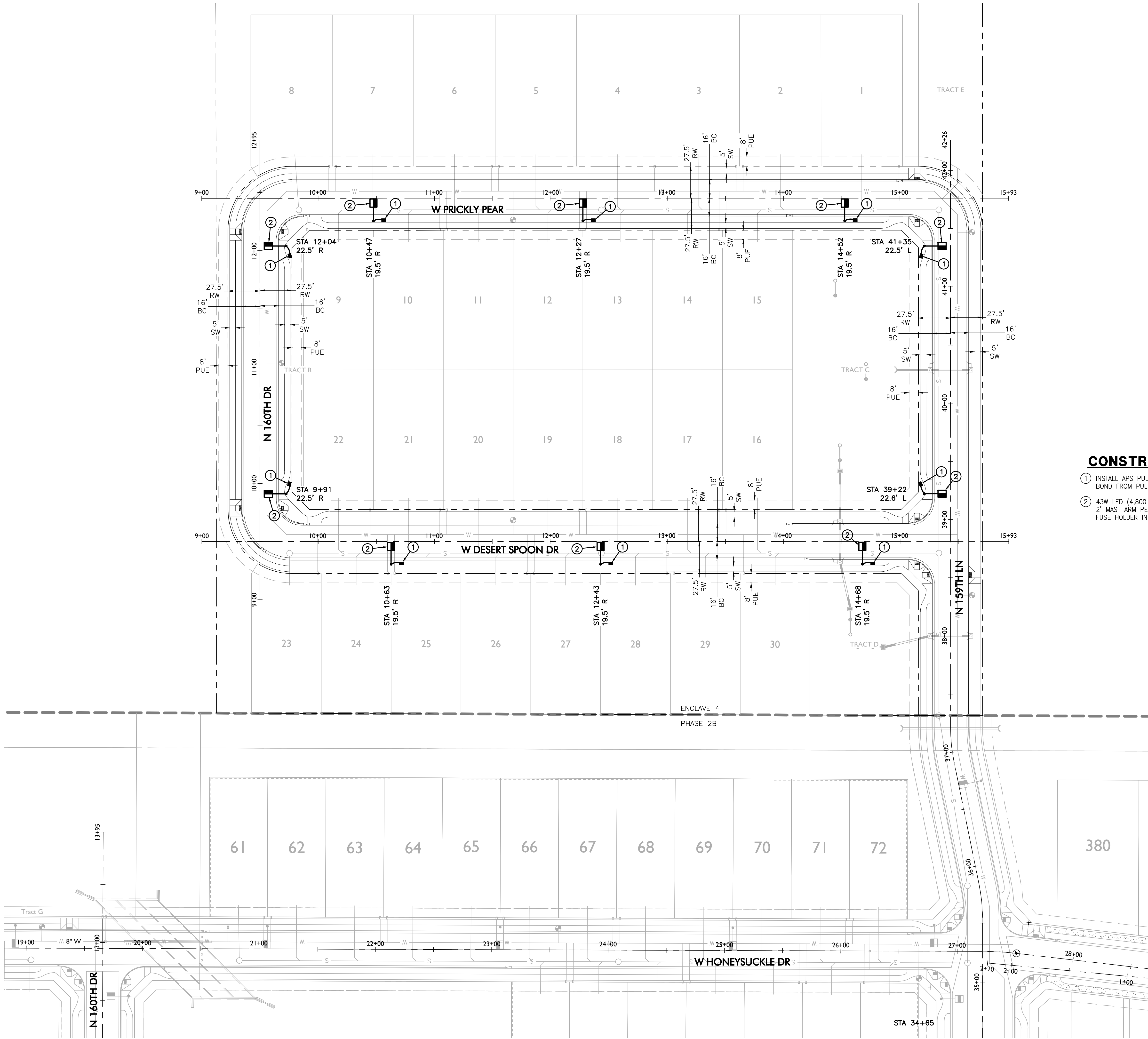
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	NOV 2022	1ST SUBMITTAL
2	FEB 2023	2ND SUBMITTAL
3	MAY 2024	3RD SUBMITTAL



DRAWING NO:
SL1
OF 3



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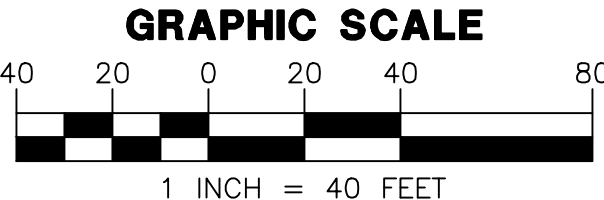
LEGEND

- 4,800 LUMEN LED STREET LIGHT, SQUARE POLE
- PROPOSE STREET LIGHT PER ADJACENT PLAN SET
- PROPOSE STREET LIGHT PER ADJACENT PLAN SET
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

CONSTRUCTION NOTES

- INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- 43W LED (4,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), 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.

APPROVED
CITY OF SURPRISE
ENGINEER
RS



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

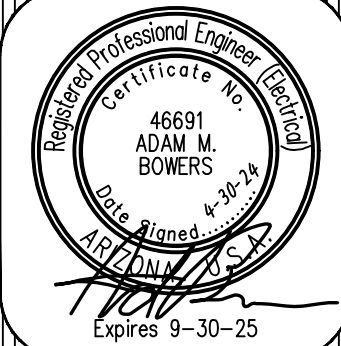
WRIGHT ENGINEERING
PROJECT NO:
22617
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

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
ENCLAVE 4
PALOMA CREEK
STREET LIGHT PLAN

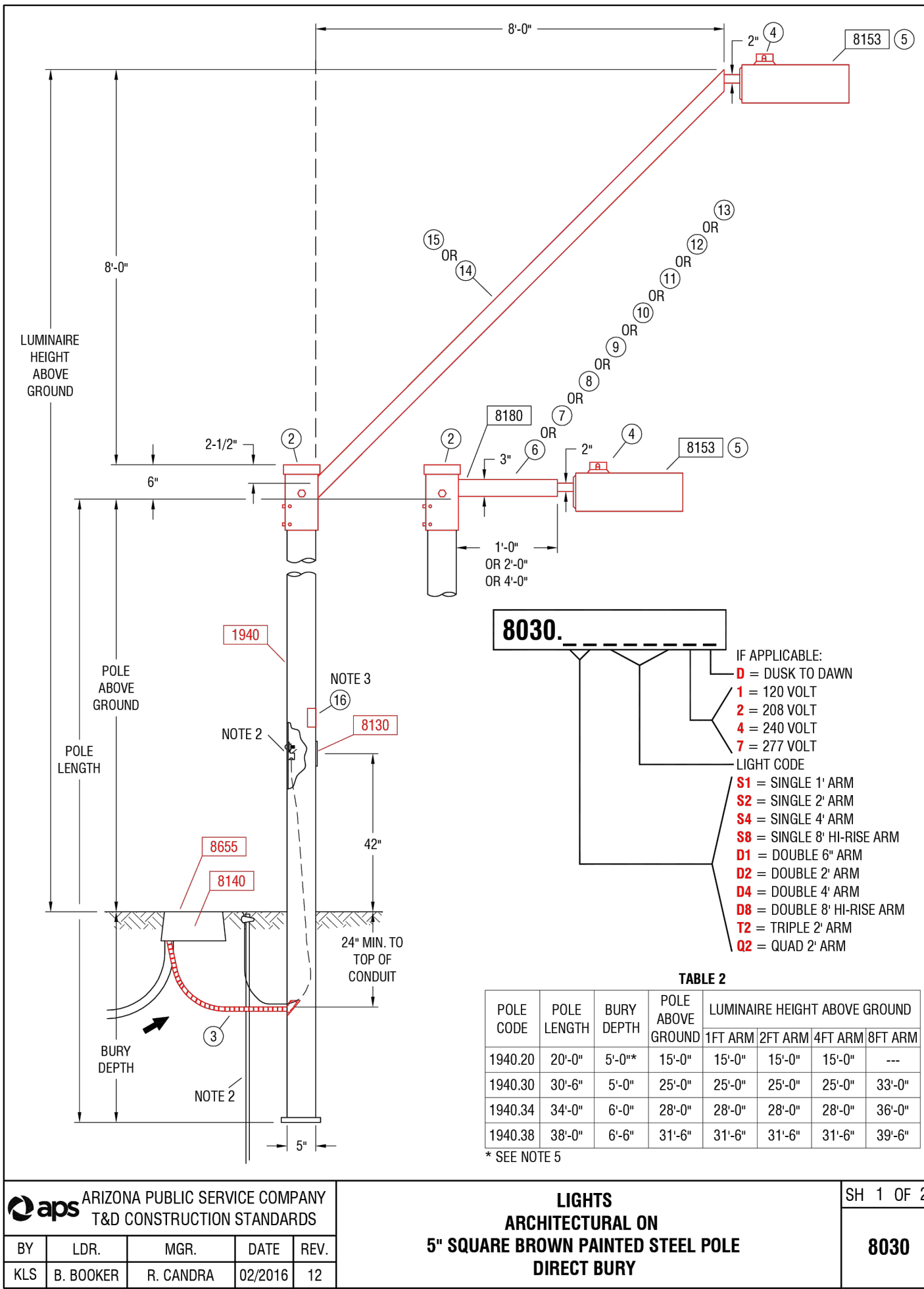
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	NOV 2022	1ST SUBMITTAL
2	FEB 2023	2ND SUBMITTAL
3	MAY 2024	3RD SUBMITTAL



DRAWING NO:
SL2
OF 3

FS22-1632

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NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2445 THRU 2460 FOR APPROVED ALTERNATES.
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS, DISCONNECT INSIDE", IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".
6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.
8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
9. THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
10. TO ACCOMMODATE LESS THAN THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
11. IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140.
12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

TABLE 1

LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
AH18	0009450	100	2100	HPS	120/208/240/277	9,500	
AH17	0009451	150			120/208/240/277	16,000	
AH16	0009452	250			120/208/240/277	30,000	
AH19	0009454	400			120/208/240/277	50,000	
RL40	0012825	55	2700		120/208/240/277	3,800	
RL41	0012867	100			120/208/240/277	6,400	
RL42	0013296	100			120/208/240/277	10,200	
RL43	0013285	150	5000	IND	120/208/240/277	13,000	
RL44	0012113	200			120/208/240/277	15,250	
RL45	0011857	250			120/208/240/277	22,500	
RL40	0014104	32			120/208/240/277	3,800	
RL41	0014104	41			120/208/240/277	4,800	
RL42	0014104	88			120/208/240/277	8,200	
RL43	0014105	108			120/208/240/277	11,000	
RL44	0014105	162			120/208/240/277	18,000	
RL50	0012825	45			120/208/240/277	4,300	
RL52	0012804	60			120/208/240/277	5,400	
RL53	0012805	95	4000	LED S	120/208/240/277	8,600	
RL54	0012806	113			120/208/240/277	10,000	
RL56	0012835	257			120/208/240/277	19,200	
AL58	0012911	72			120/208/240/277	6,300	
AL60	0011273	119	4000	LED M	120/208/240/277	8,900	
AL61	0011274	119			120/208/240/277	12,900	
AL62	0011275	119			120/208/240/277	12,900	
AL65	0010742	144			120/208/240/277	15,400	
AS29	33806772	55			120/240	8,000	
AS2	33806774	90	1700	LPS	120/240	13,500	
AS22	33806776	135			120/240	22,500	
AS23	33806778	180			120/240	33,000	

* CALL STANDARDS ENGINEERING FOR APPLICATION

MATERIAL LIST

CODE	QTY	DESCRIPTION	APN
8030.31	1	BRACKET ARCH SLIP BOLTED	00092251
8030.32	1	CAP STL 1/2 SQ X 1/2 ARM	00100026
8030.34	10	CONDUIT 1" PVC FLEX CORR	32900891
8030.35	4	CONTROL PHOTO MULTI BR-20	00073241
8030.36	5	LUMINAIRE - SEE TABLE 1	
8030.37	6	MAST ARM STL 3" SQ X 1" DBL	00121154
8030.38	7	MAST ARM STL 3" SQ X 1" SGL	00088370
8030.39	8	MAST ARM STL 3" SQ X 2" DBL	33701117
8030.40	9	MAST ARM STL 3" SQ X 2" QUAD	00052665
8030.41	10	MAST ARM STL 3" SQ X 2" SGL	33701116
8030.42	11	MAST ARM STL 3" SQ X 2" TPL	00052664
8030.43	12	MAST ARM STL 3" SQ X 4" DBL	00073267
8030.44	13	MAST ARM STL 3" SQ X 4" SGL	00061738
8030.45	14	MAST ARM STL 3" SQ X 8" SGL	33701120
8030.46	15	MAST ARM STL 8" BOLT-ON	00092252
8030.47	16	SIGN POLE OWNED BY APS	00050092

LUMINAIRE TABLE

DARK BRONZE ROADWAY SCALEABLE LED 3000K

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
RL40		00141048	31	120/208/240/277	3,800	ERLC005A530ADKBZGLRV1013 DIALED TO 7**
RL41		00141048	36	120/208/240/277	4,900	ERLC005A530ADKBZGLRV1013
RL42	DKBZ	00141050	69	120/208/240/277	7,600	ERL1011C530ADKBZGLRV1279 DIALED TO 7**
RL33		00141050	87	120/208/240/277	10,500	ERL1011C530ADKBZGLRV1279
RL44		00141051	160	120/208/240/277	20,100	ERL2021C530ADKBZGLR113

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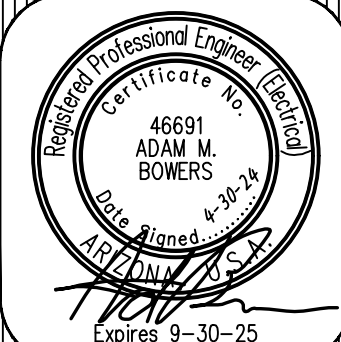
WRIGHT ENGINEERING
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WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:
SURPRISE, ARIZONA
ENCLAVE 4
PALOMA CREEK
STREET LIGHT DETAILS

NO. **DATE** **SUBMITTALS/REVISIONS (DESCRIPTIONS)**

1	NOV 2022	1ST SUBMITTAL
2	FEB 2023	2ND SUBMITTAL
3	MAY 2024	3RD SUBMITTAL



DRAWING NO:
SL3
OF 3

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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.

PALOMA CREEK
PHASE 4
STREET LIGHT DESIGN

GENERAL ENGINEERING NOTES:

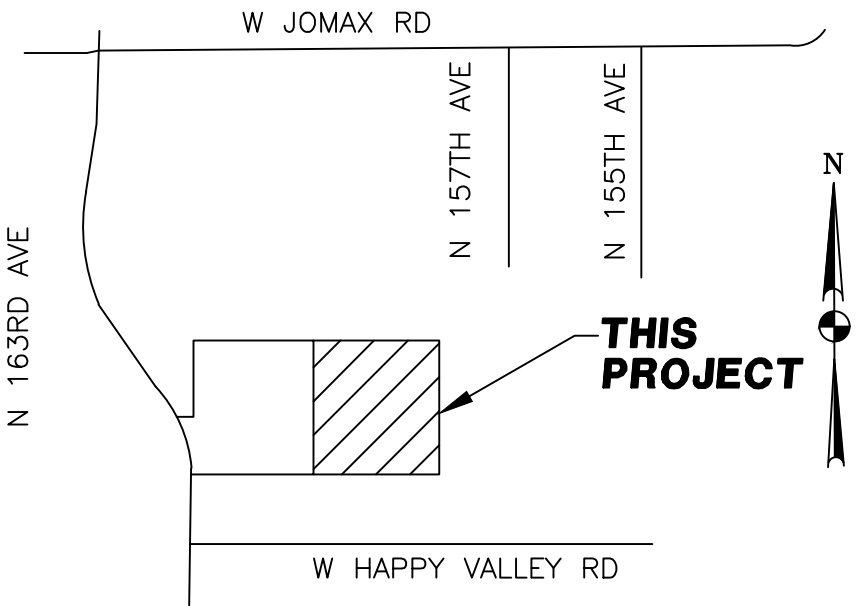
1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT 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.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE 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.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (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.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

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 TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.

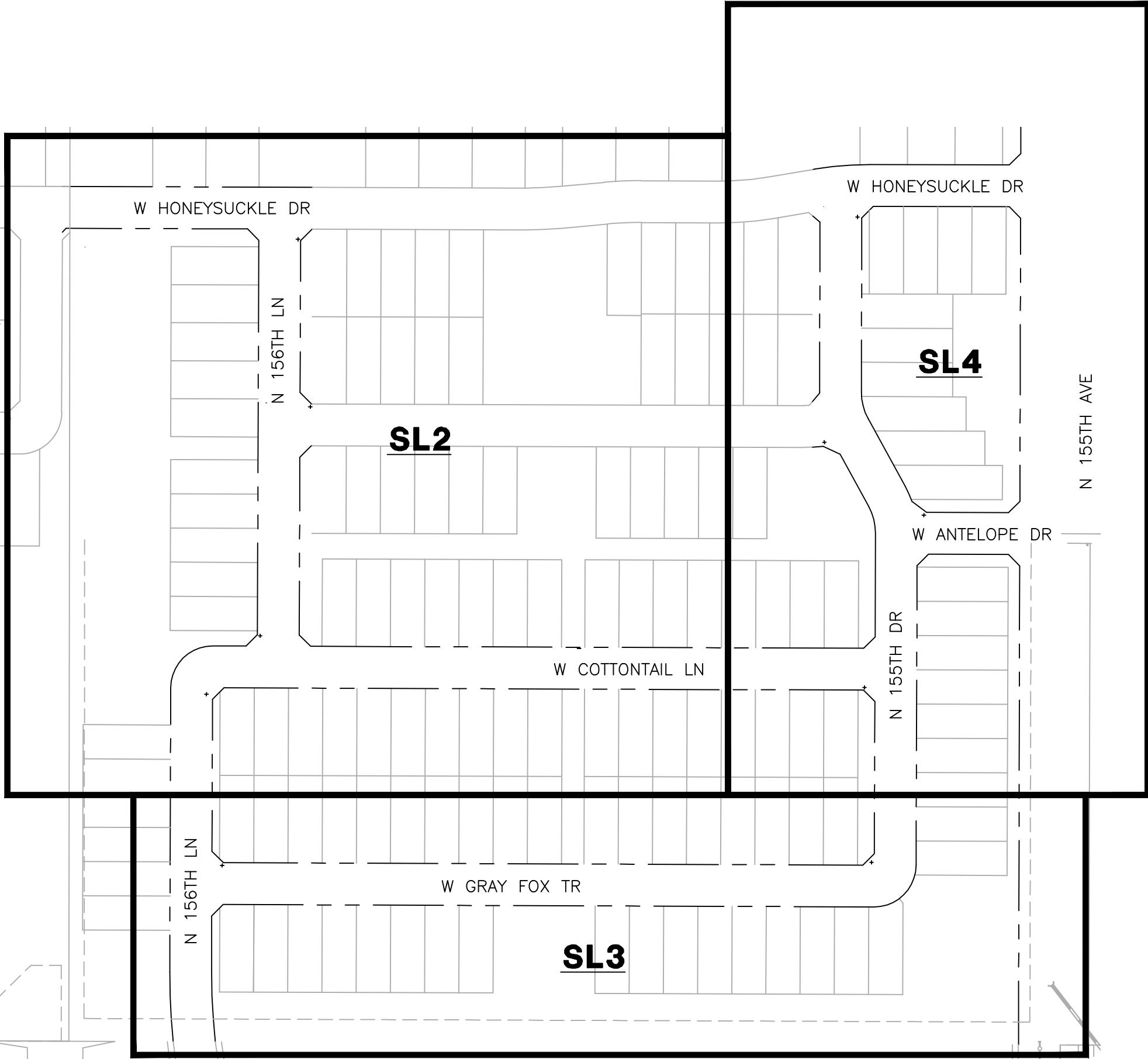


SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT PLAN	SL3
STREET LIGHT PLAN	SL4
STREET LIGHT DETAILS/PHOTOMETRICS	SL5



KEY MAP
N.T.S.



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.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, AZ 85201
PHONE: (480) 503-2250
CONTACT: DANIEL "OX" AUXIER, P.E.

DEVELOPER
KAX GROUP, LLC
8530 E VIA DEL SOL DR
SCOTTSDALE, AZ 85255
PHONE: (602) 499-9305
CONTACT: KENT XANDER

UTILITIES WITHIN OR AFFECTED BY THE PROJECT		
UTILITY CONTACT	DATE SUBMITTED	DATE OF RESPONSE
ARIZONA PUBLIC SERVICE	09/17/2021	09/23/2021
CENTURY LINK	09/17/2021	09/24/2021
COX COMMUNICATIONS	09/17/2021	12/06/2021
EPCOR	09/17/2021	XX/XX/XXXX
SOUTHWEST GAS	09/17/2021	10/06/2021

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.

CITY OF SURPRISE ENGINEER

06/29/2022
DATE



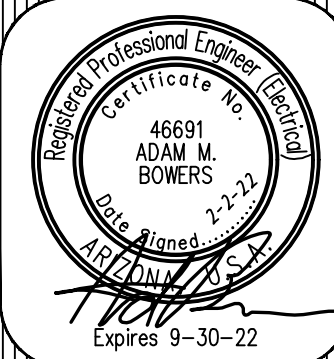
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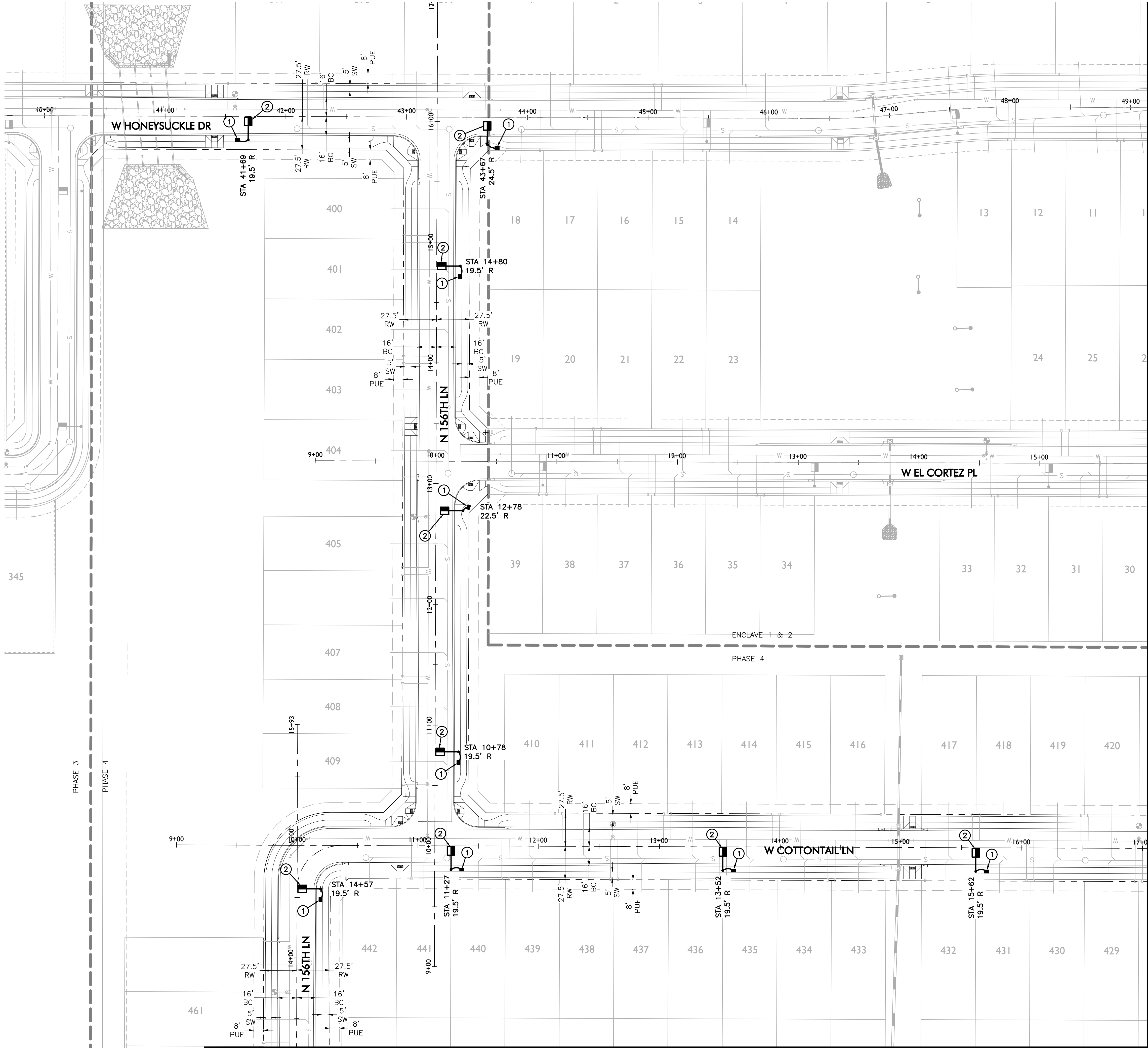
SURPRISE, ARIZONA
**PALOMA CREEK
PHASE 4**
STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	MAR 2021	1ST SUBMITTAL
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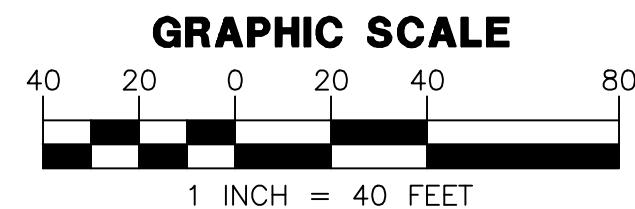
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MATCHLINE 'B'
SEE SHEET SL4

LEGEND

- 4,800 LUMEN LED STREET LIGHT, SQUARE POLE
- 11,000 LUMEN LED STREET LIGHT, SQUARE POLE
- EXISTING STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT
- STREET LIGHT PER ADJACENT PLAN SET



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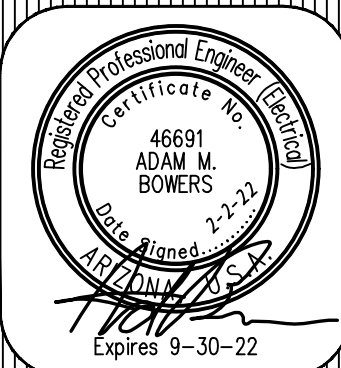
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SURPRISE, ARIZONA
PALOMA CREEK
PHASE 4
STREET LIGHT PLAN

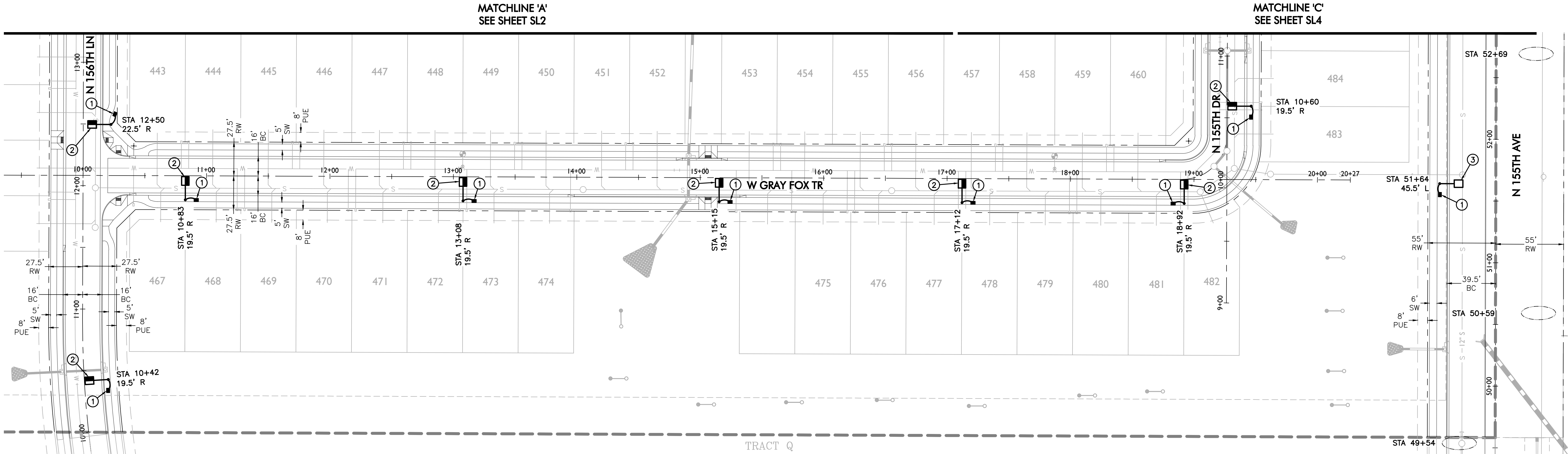
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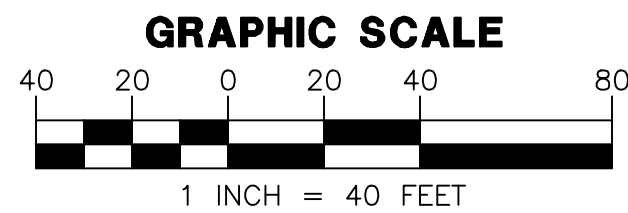


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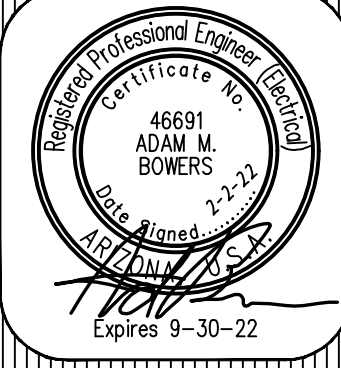
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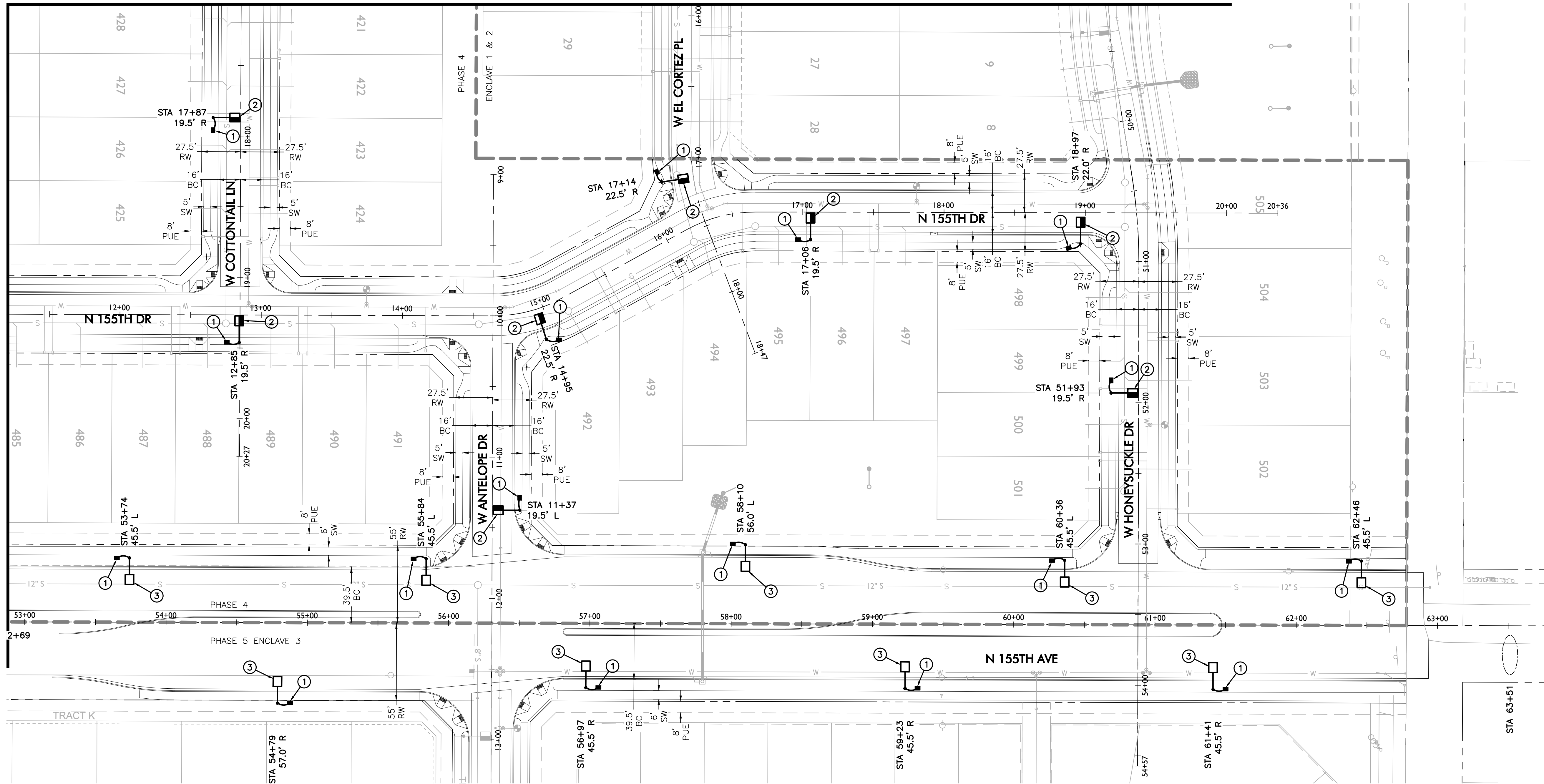


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FS21-813

MATCHLINE 'C'
SEE SHEET SL3

MATCHLINE 'B'
SEE SHEET SL2

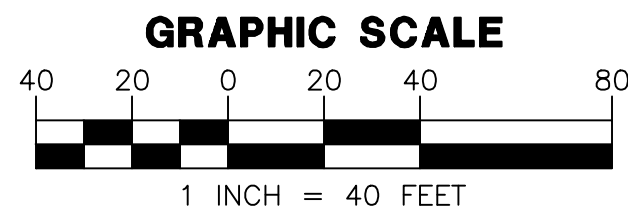


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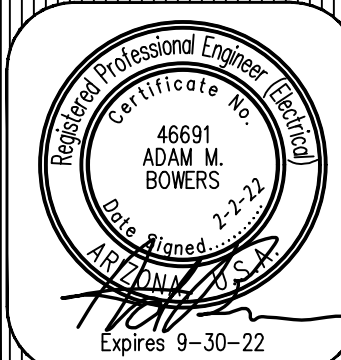
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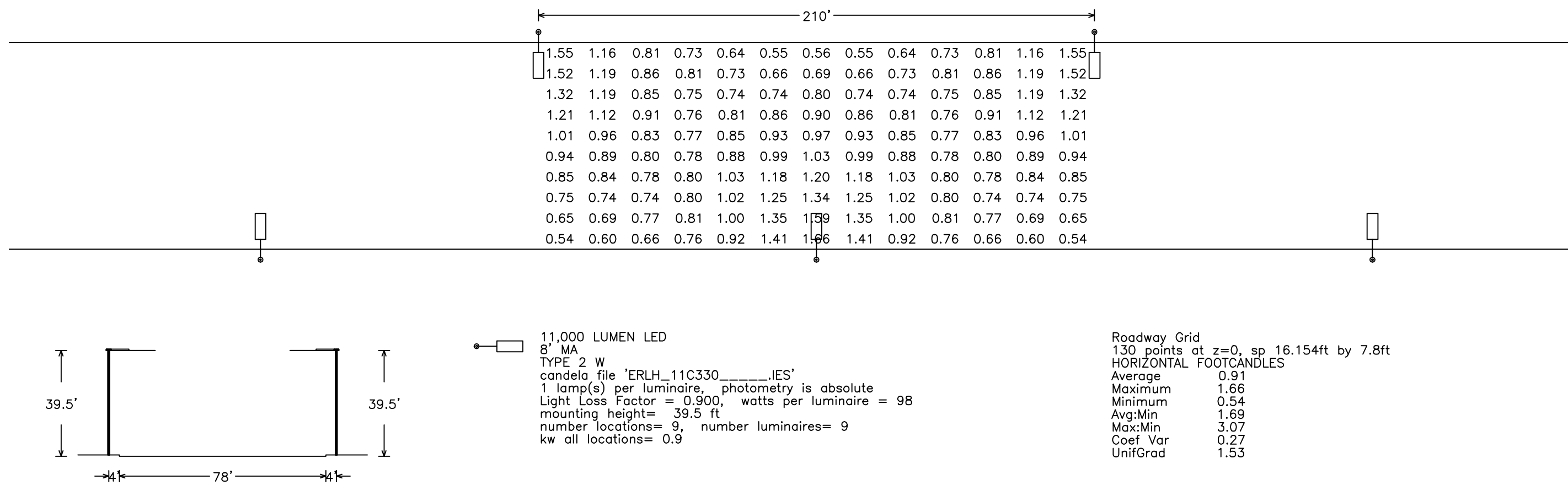
**SURPRISE, ARIZONA
PALOMA CREEK
PHASE 4
STREET LIGHT PLAN**

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	MAR 2021	1ST SUBMITTAL
2	APR 2021	2ND SUBMITTAL
3	SEP 2021	3RD SUBMITTAL
4	DEC 2021	4TH SUBMITTAL
5	FEB 2022	5TH SUBMITTAL

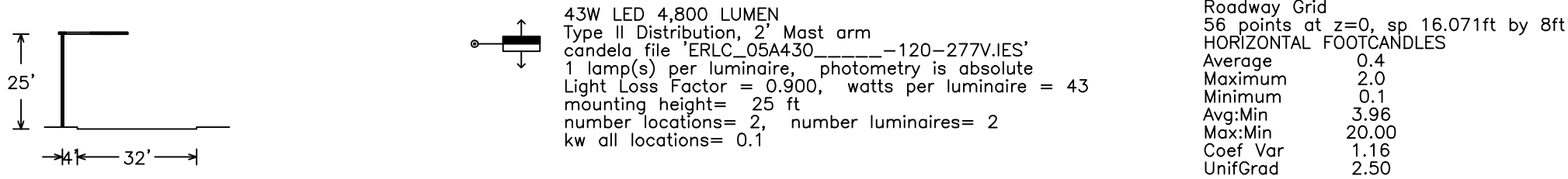


DRAWING NO:
SL4
OF 5

WORST CASE MAXIMUM SPACING FOR N 155TH AVE



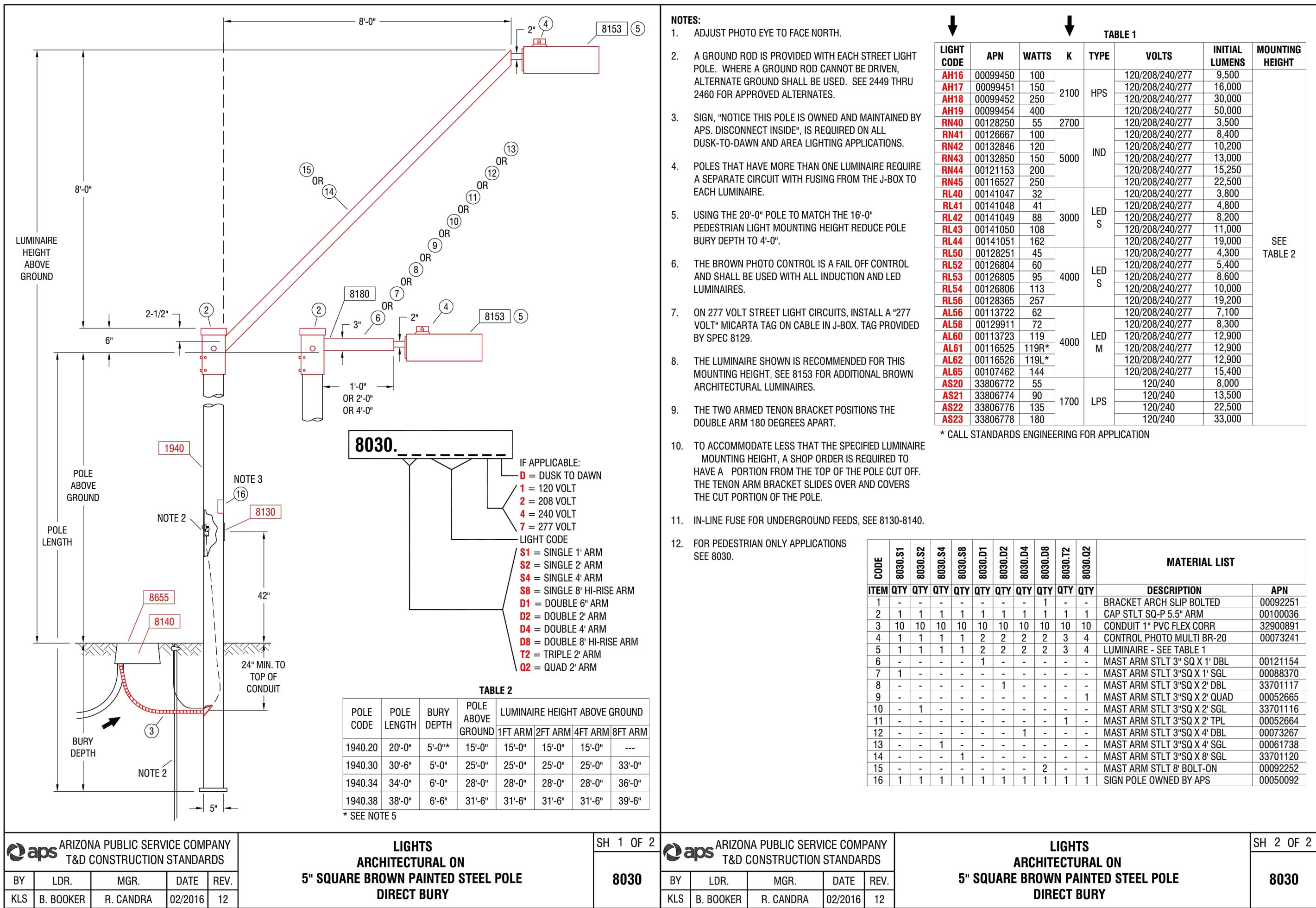
WORST CASE MAXIMUM SPACING FOR LOCAL STREETS



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SL5
OF 5



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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.

PALOMA CREEK
PHASE 3
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.

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	9/15/21
CENTURY LINK	9/15/21
COX COMMUNICATIONS	9/15/21
SOUTHWEST GAS	9/15/21
CITY OF SURPRISE (WATER/SEWER)	9/15/21

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.



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.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, AZ 85201
PHONE: (480) 503-2250
CONTACT: DANIEL "OX" AUXIER, P.E.

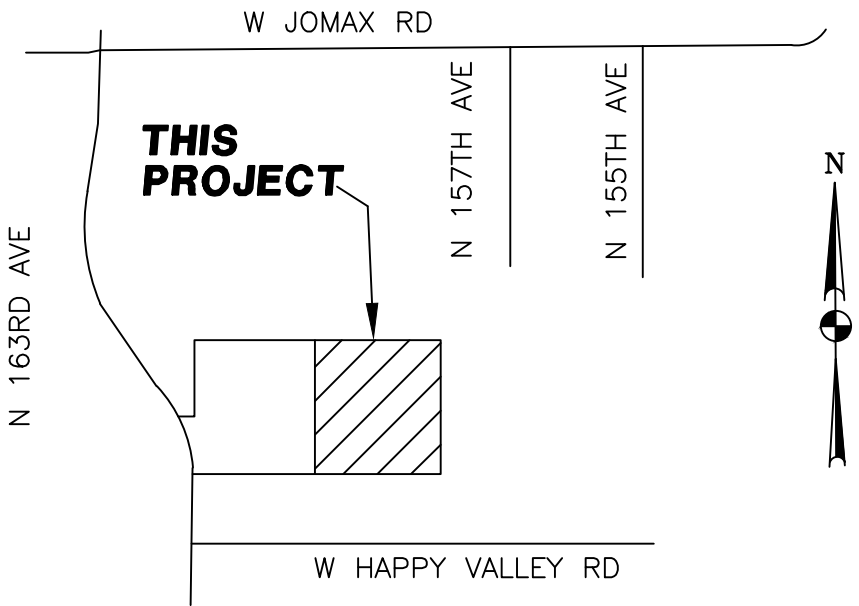
DEVELOPER
KAX GROUP, LLC
8530 E VIA DEL SOL DR
SCOTTSDALE, AZ 85255
PHONE: (602) 499-9305
CONTACT: KENT XANDER

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
CITY OF SURPRISE ENGINEER
04/25/2024
DATE

STREET LIGHTING (APS AREA)													
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	STYLE
②		LOCAL	PER PLANS	31	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,800	43 W	TYPE 2	*	LED ARCHITECTURAL DARK BRONZE



VICINITY MAP
N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT PLAN	SL3
STREET LIGHT PLAN	SL4
STREET LIGHT DETAILS	SL5



KEY MAP
N.T.S.

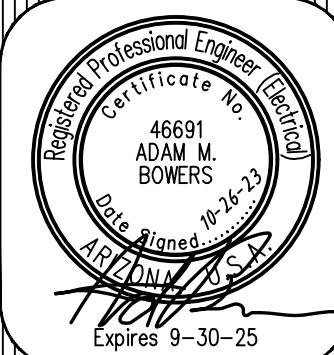
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DRAWN BY: CDT
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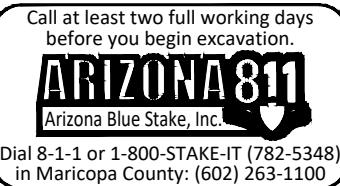
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SURPRISE, ARIZONA
PALOMA CREEK
PHASE 3
STREET LIGHT COVER SHEET

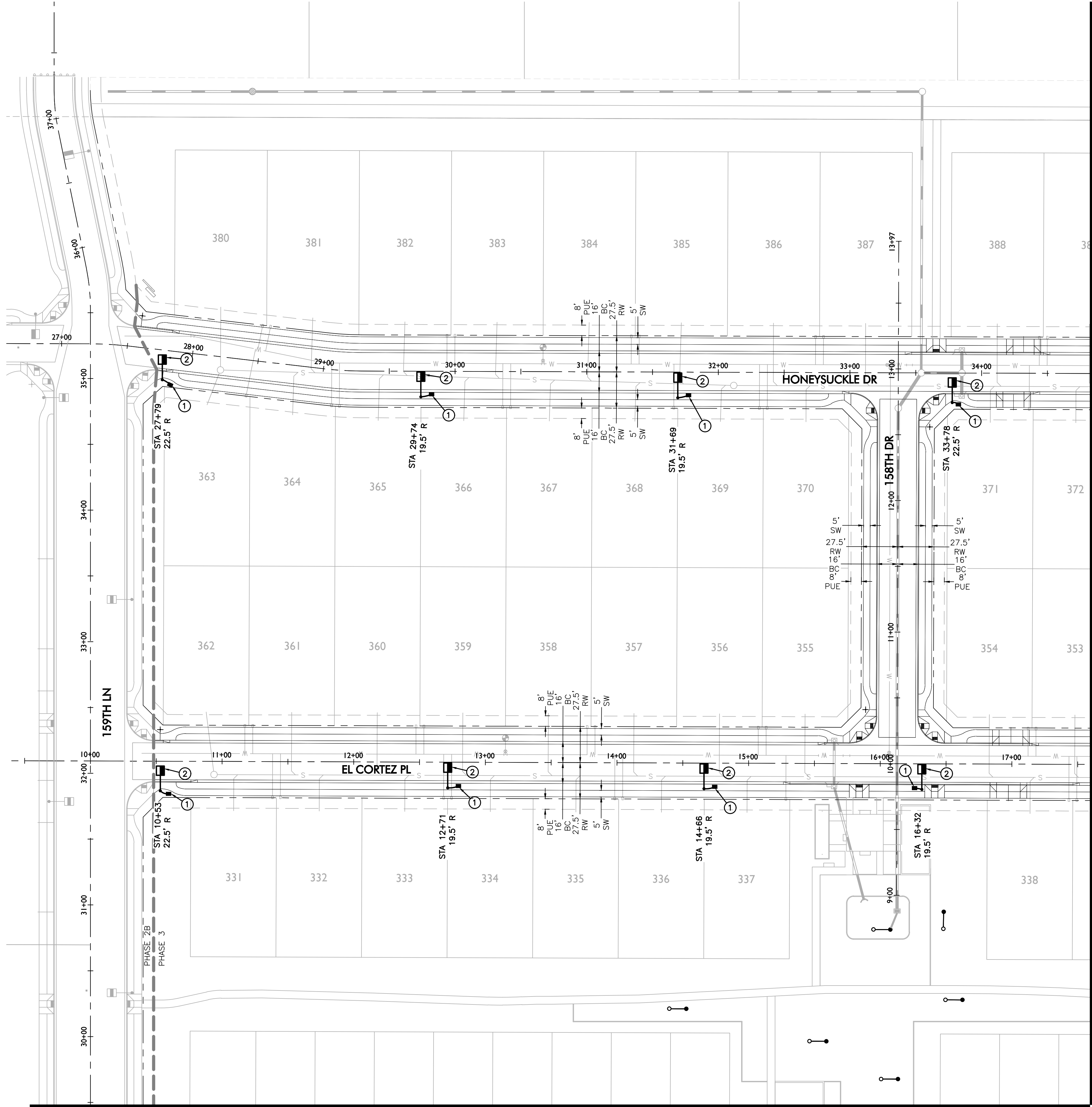
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LEGEND

- 4,800 LUMEN LED STREET LIGHT, SQUARE POLE
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- STREET LIGHT PER ADJACENT PHASE
- STREET LIGHT PER ADJACENT PHASE

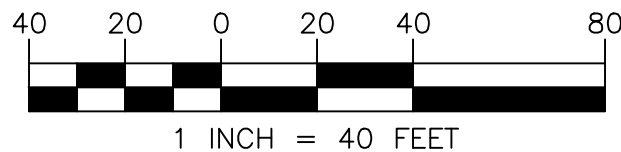
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GRAPHIC SCALE



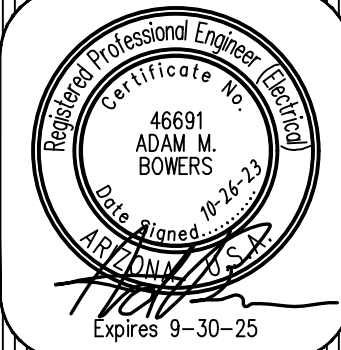
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PROJECT: TITLE:
**SURPRISE, ARIZONA
PALOMA CREEK
PHASE 3
STREET LIGHT PLAN**

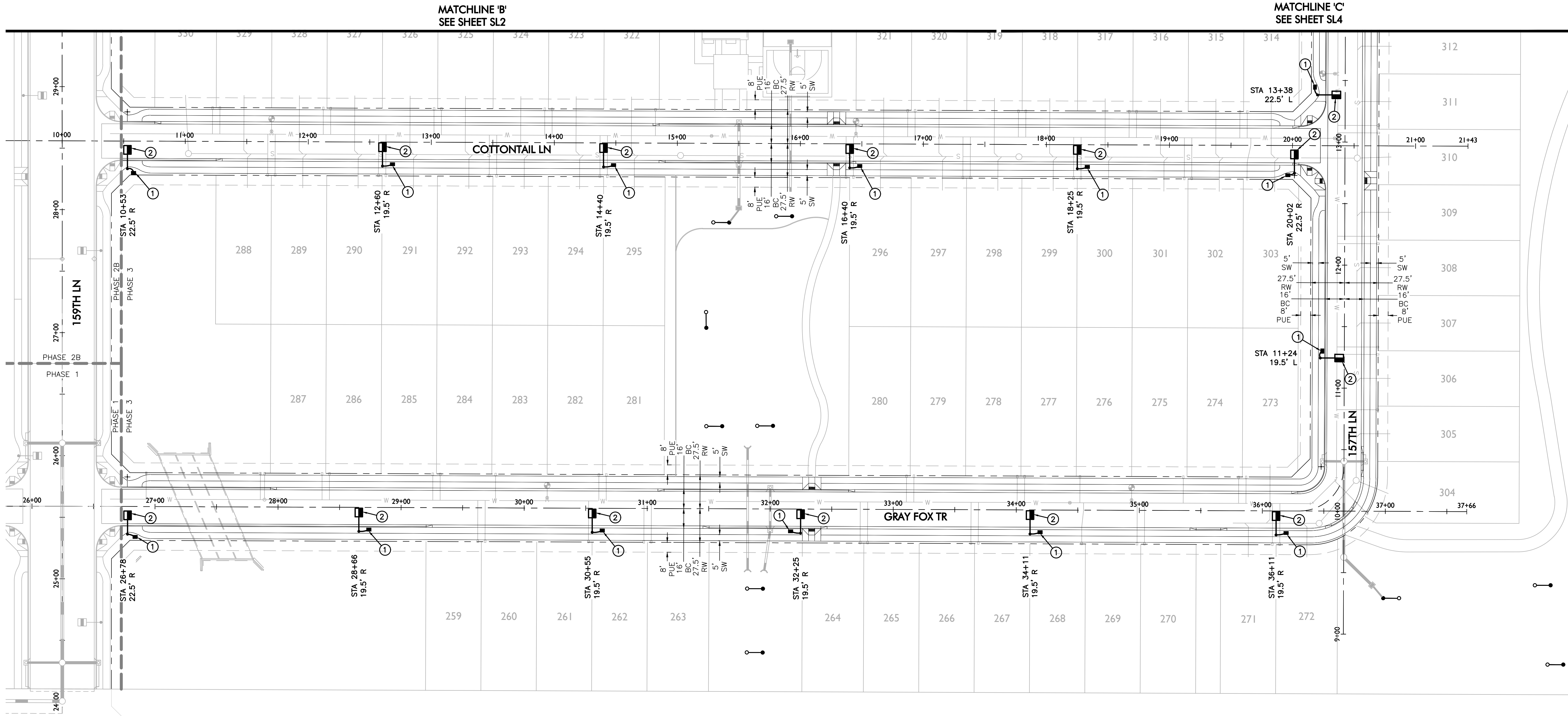
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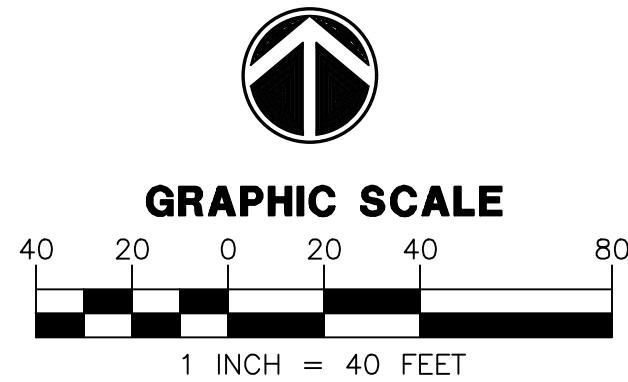
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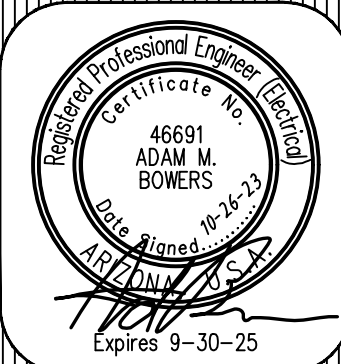
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**PALOMA CREEK
PHASE 3**
STREET LIGHT PLAN

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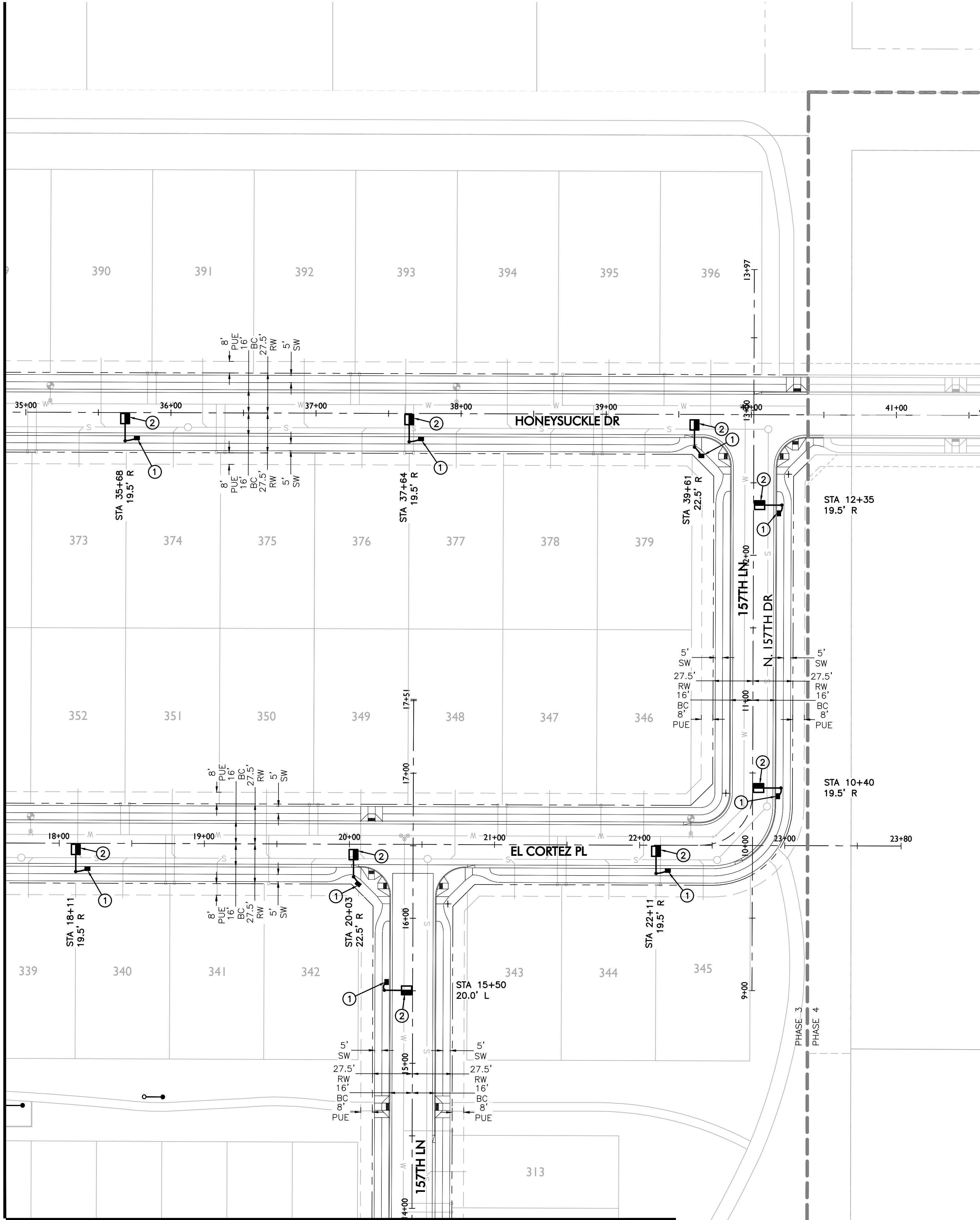


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MATCHLINE 'A'
SEE SHEET SL2



MATCHLINE 'C'
SEE SHEET SL3

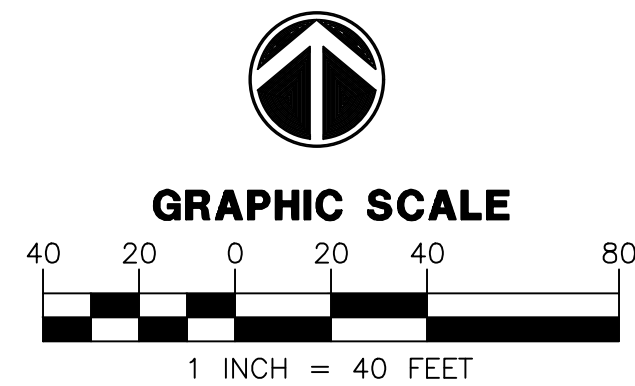
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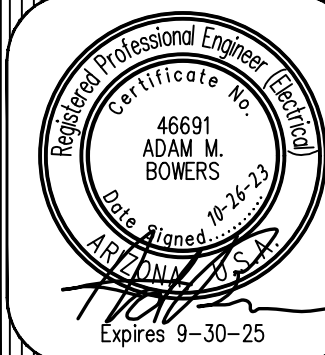
SURPRISE, ARIZONA

PALOMA CREEK

PHASE 3

STREET LIGHT PLAN

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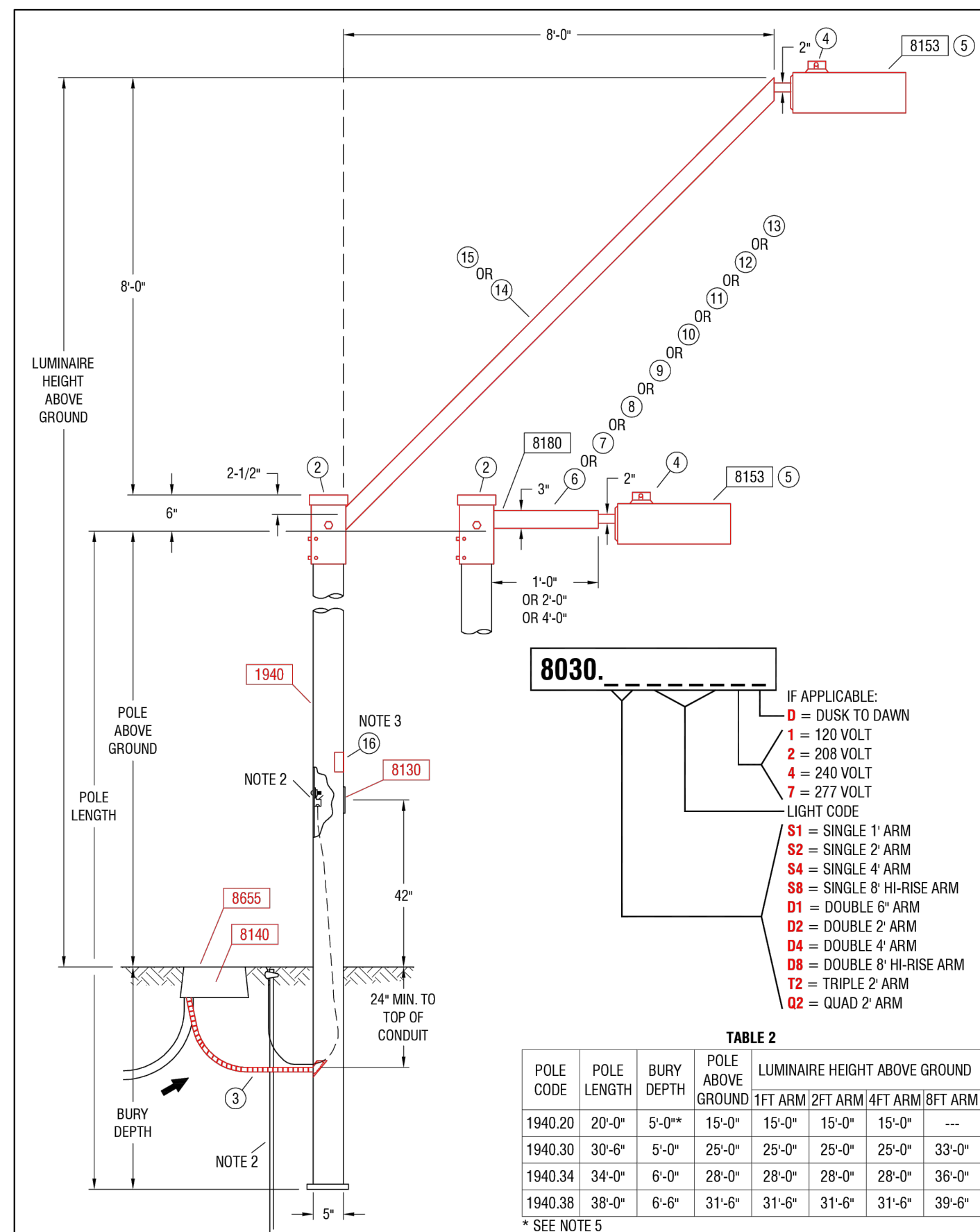


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POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND			
				1FT ARM	2FT ARM	4FT ARM	8FT ARM
1940.20	20'-0"	5'-0"	15'-0"	15'-0"	15'-0"	15'-0"	---
1940.30	30'-6"	5'-0"	25'-0"	25'-0"	25'-0"	25'-0"	33'-0"
1940.34	30'-6"	6'-0"	28'-0"	28'-0"	28'-0"	28'-0"	36'-0"
1940.38	38'-0"	6'-6"	31'-6"	31'-6"	31'-6"	31'-6"	39'-6"

* SEE NOTE 5

NOTES:

2. ADJUST PHOTO EYE TO FACE NORTH.
3. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE," IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTAL LIGHT MOUNTING HEIGHT REDUCE POLE BURIED DEPTH TO 4'-0".
6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A 277 VOLT MICRANT TAG ON CABLE IN J-BOX. TAG SPECIFIED BY SPEC 8129.
8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
9. THE TWIN ARMED TENON BRACKET POSITIONES THE DOUBLE ARM 180 DEGREES APART.
10. TO ACCOMMODATE LESS THAN THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOR POLE IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
11. IN-LINE FUSE FOR UNDERGROUND FEEDS. SEE 8130-8140.
12. FOR PEDESTRIAN ONLY APPLICATIONS
SEE 8030.

CODE	8030.31			8030.32			8030.34			8030.36			8030.02			8030.03			8030.02			MATERIAL LIST	APN
	ITEM	QTY	UNIT	ITEM	QTY	UNIT	ITEM	QTY	UNIT	ITEM	QTY	UNIT	ITEM	QTY	UNIT	ITEM	QTY	UNIT	ITEM	QTY	UNIT		
1																						BRACKET AT STIFF POLI BOLT	00032951
2																						CAP STIFF 1/2" ARM	00100369
3	1	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	CRUNDIC T PVC FLEX CURB	32900039
4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	CONTROL PHOTO MUI LB-20	00032141
5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	LUMINAIRE - SEE TABLE 1	00032154
6	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STL 3" SQ 2" DBL	00083870
7	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STL 3" SQ 2 1/2" SGL	33701117
8	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STL 3" SQ 2 X2 DBL	00052665
9	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STL 3" SQ 2 X2 QUAD	00052665
10	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STL 3" SQ 2 X2 SGL	33701116
11	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STL 3" SQ 2 1/2" TPL	00052664
12	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STL 3" SQ 2 X4 DBL	00073267
13	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STL 3" SQ 2 X4 SGL	00061738
14	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STL 3" SQ 2 X6 SGL	33701120
15	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STL 3" BOLT-IN	00050202
16	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	SIGN POLY OWNED BY APS	00050092

TABLE 1									
LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT		
AH07	0009540	100			120/208/240/277	5,500			
AH17	0009541	150	2100	HPS	120/208/240/277	16,000			
AH18	0004252	250			120/208/240/277	30,000			
AH19	0004250	400			120/208/240/277	30,000			
RN41	0012822	55	2700		120/208/240/277	8,500			
RN41	0012867	100			120/208/240/277	8,500			
RN42	0009540	100			120/208/240/277	12,500			
RN43	0009540	150	5000	IND	120/208/240/277	13,000			
RN44	0021153	200			120/208/240/277	15,250			
RN45	0041047	30			120/208/240/277	22,500			
RL40	0041047	30			120/208/240/277	3,800			
RL41	0041048	88	3000	LED	120/208/240/277	8,200			
RL43	0041048	108		S	120/208/240/277	11,000			
RL44	0041051	162			120/208/240/277	19,000			
RL50	0012821	45			120/208/240/277	4,300			
RL51	0012860	90			120/208/240/277	8,600			
RL53	0026805	55	4000	S	120/208/240/277	6,200			
RL54	0026806	113		LED	120/208/240/277	10,000			
RL56	0012821	250			120/208/240/277	10,000			
AL56	0013122	75			120/208/240/277	7,100			
AL58	0012977	113			120/208/240/277	8,300			
AL60	0014712	144		LED	120/208/240/277	12,900			
AL61	0014715	119*		M	120/208/240/277	12,900			
AL61	0014756	119*			120/208/240/277	12,900			
AL62	0004262	144			120/208/240/277	12,900			
AS20	X3806772	55			120/240	8,000			
AS29	X3806774	90	1700	LPS	120/240	13,500			
AS30	X3806775	150			120/240	22,500			
AS31	X3806778	180			120/240	33,000			

* CALL STANDARDS ENGINEERING FOR APPLICATION

LUMINAIRE TABLE						
DARK BRONZE ROADWAY SCALEABLE LED 3000K						
LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
RL40	DKBZ	00141047	32	120/208/240/277	3,900	ERLC004B430ADKBZGLRV1013
RL41		00141048	43	120/208/240/277	4,800	ERLC005A430ADKBZGLRV1013
RL42		00141049	71	120/208/240/277	7,800	ERL1008C330ADKBZGLRX162
RL33		00141050	96	120/208/240/277	11,000	ERLH011C330ADKBZGLV1108
RL44		00141051	174	120/208/240/277	20,100	ERL2021C330ADKBZGLR113

APPROVED
CITY OF SURPRISE
ENGINEER
RS

Call at least two full working days
before you begin excavation.

ARIZONA 811
Arizona Blue Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
in Maricopa County: (602) 263-1100

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H:\2021\21074-Paloma Creek Phase 1 & 2\21074-Enclave 1 & 2-SL1.dwg

PALOMA CREEK

ENCLAVE 1 & 2

STREET LIGHT DESIGN

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.

GENERAL ENGINEERING NOTES:

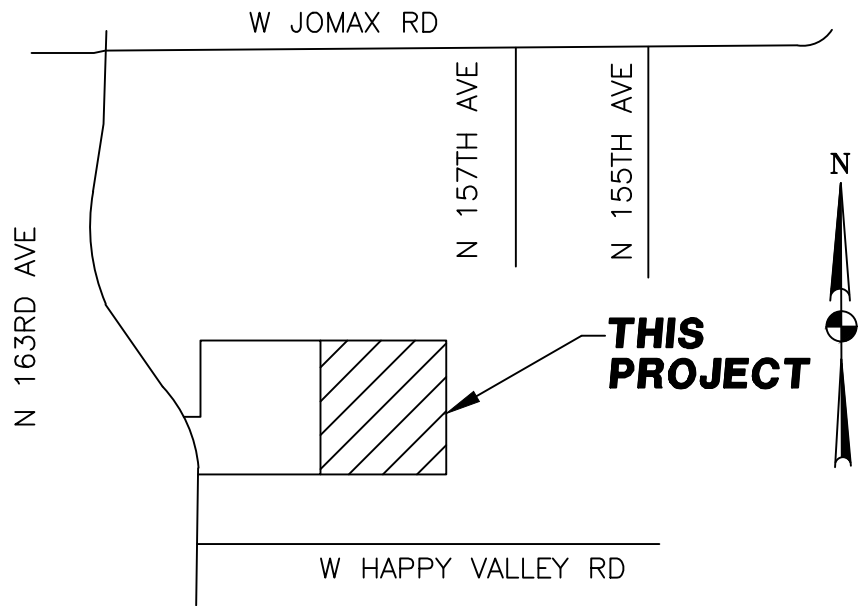
- ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS 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.

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.



SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS/PHOTOMETRICS	SL3



DEVELOPER
KAX GROUP, LLC
8530 E VIA DEL SOL DR
SCOTTSDALE, AZ 85255
PHONE: (602) 499-9305
CONTACT: KENT XANDER

CIVIL ENGINEER
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, AZ 85201
PHONE: (480) 503-2250
CONTACT: DANIEL "OX" AUXIER, P.E.

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.

Adam M. Bowers
CITY OF SURPRISE ENGINEER
05/02/2022
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.

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



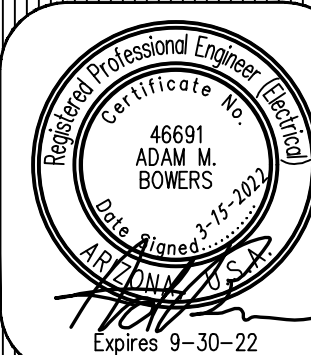
SURPRISE, ARIZONA
PALOMA CREEK
ENCLAVE 1 & 2

PROJECT: TITLE:

STREET LIGHT COVER SHEET

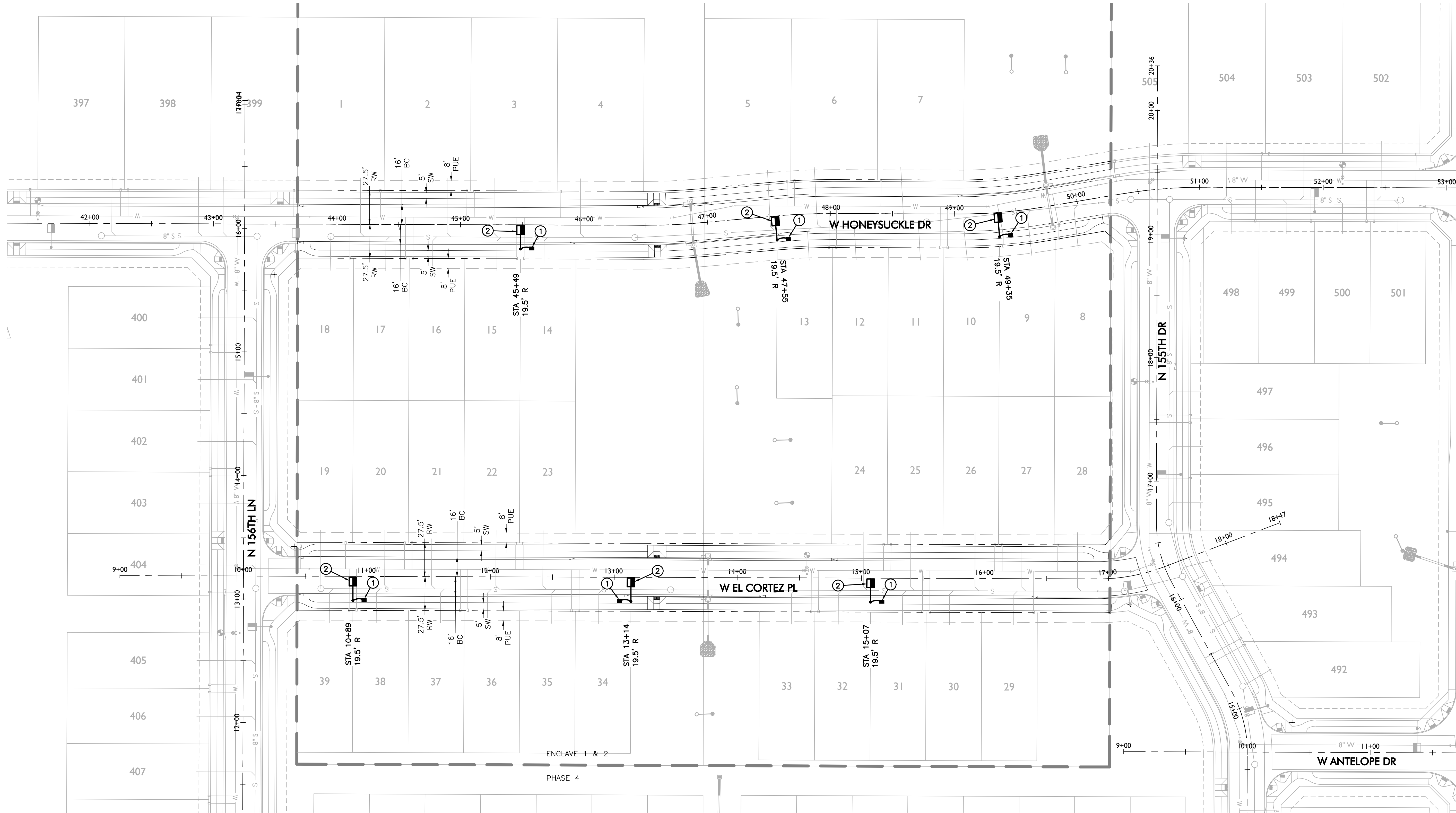
NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)

1	SEP 2021	1ST SUBMITTAL
2	MAR 2022	2ND SUBMITTAL



DRAWING NO:
SL1
OF 3

FS22-0150



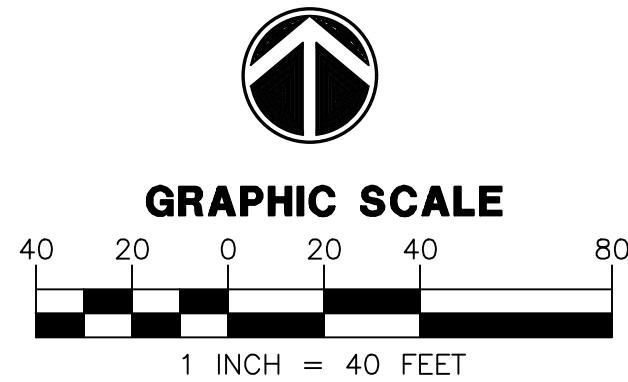
CONSTRUCTION NOTES

- 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), PHOTOCCELL, 30'-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 4,800 LUMEN LED STREET LIGHT, SQUARE POLE
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- STREET LIGHT PER ADJACENT PLAN SET

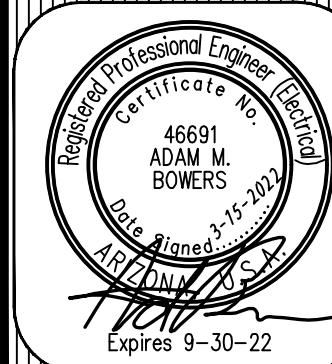
APPROVED
CITY OF SURPRISE
ENGINEER
NDL



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

PROJECT: TITLE:
**SURPRISE, ARIZONA
PALOMA CREEK
ENCLAVE 1 & 2
STREET LIGHT PLAN**

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	SEP 2021	1ST SUBMITTAL
2	MAR 2022	2ND SUBMITTAL



DRAWING NO:
SL2
OF 3

WRIGHT ENGINEERING
PROJECT NO:
21074
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

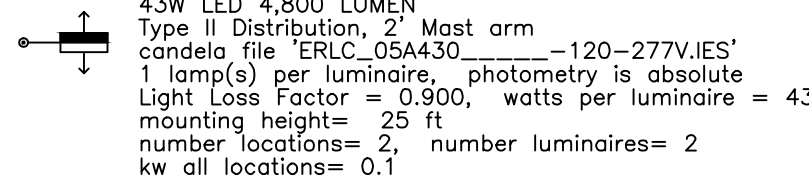


- | | | | |
|---|---|------|------|
| 12. FOR PEDESTRIAN ONLY APPLICATIONS
SEE 8030. | E | 0.51 | 0.52 |
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DATE	0000.01	0000.02	0000.03	0000.04	0000.05	0000.06	0000.07	0000.08	0000.09	0000.10	0000.11	0000.12	MATERIAL LIST	
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1	-	-	-	-	-	-	-	-	-	-	-	-	BRACKET ARM SPL BOLTED	00092251
2	-	-	-	-	-	-	-	-	-	-	-	-	1 CAP ST 5/8 X 5.5 ARM	00100386
3	-	-	-	-	-	-	-	-	-	-	-	-	1 CAP ST 5/8 X 5.5 ARM	00092251
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Section	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Top	0.3	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.2	0.3
Mid	0.9	0.4	0.3	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.2	0.3	0.4	0.9	
Bot	2.0	0.8	0.6	0.3	0.2	0.1	0.1	0.1	0.1	0.2	0.3	0.6	0.8	2.0	
Base	1.6	0.8	0.7	0.4	0.2	0.1	0.1	0.1	0.1	0.2	0.4	0.7	0.8	1.6	



Roadway Grid
56 points at z=0, sp 16.071ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.4
Maximum	2.0
Minimum	0.1
Avg:Min	3.96
Max:Min	20.00
Coef Var	1.16
UnifGrad	2.50

Call at least two full working days
before you begin excavation.

ARIZONA 811
Arizona Blue Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
in Maricopa County: (602) 263-1100

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PALOMA CREEK PHASE 5 & ENCLAVE 3 STREET LIGHT DESIGN

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 PHOTOCELL. 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.

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.

NOTE

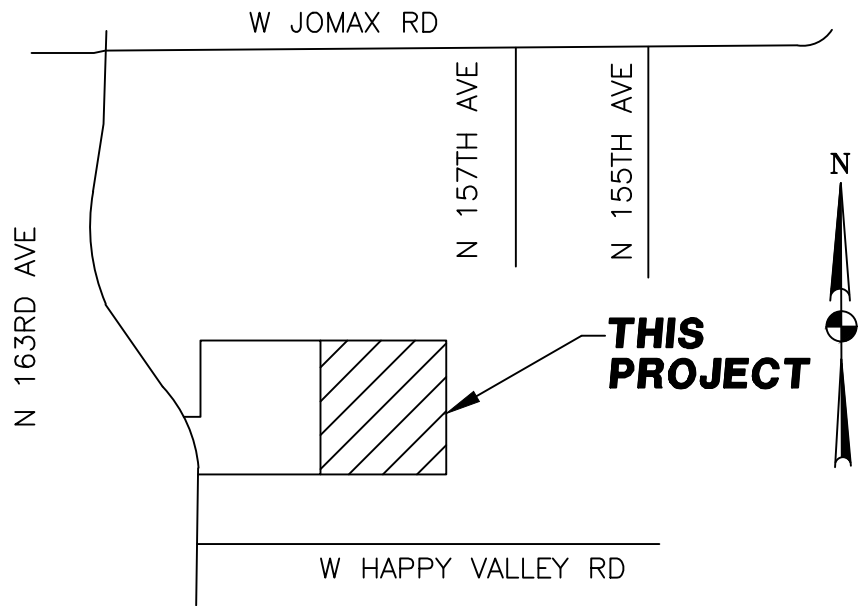
- ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.
- THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS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

CIVIL ENGINEER
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, AZ 85201
PHONE: (480) 503-2250
CONTACT: DANIEL "OX" AUXIER, P.E.

DEVELOPER
KAX GROUP, LLC
8530 E VIA DEL SOL DR
SCOTTSDALE, AZ 85255
PHONE: (602) 499-9305
CONTACT: KENT XANDER



SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS/PHOTOMETRICS	SL3



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.

Adam M. Bowers
CITY OF SURPRISE ENGINEER
05/31/2022
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.

UTILITIES WITHIN OR AFFECTED BY THE PROJECT		
UTILITY CONTACT	DATE SUBMITTED	DATE OF RESPONSE
ARIZONA PUBLIC SERVICE	09/24/2021	10/01/2021
CENTURY LINK	09/24/2021	10/28/2021
COX COMMUNICATIONS	09/24/2021	10/06/2021
EPCOR	09/24/2021	
SOUTHWEST GAS	09/24/2021	

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
②		LOCAL	PER PLANS	13	30'–6"	DIRECT BURY	2'–0"	25'–0"	4,900	39 W	TYPE A3	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S2

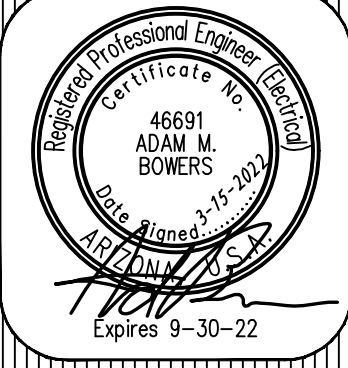


WRIGHT ENGINEERING
PROJECT NO:
21075
DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB

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
PALOMA CREEK
PHASE 5 & ENCLAVE 3
STREET LIGHT COVER SHEET**

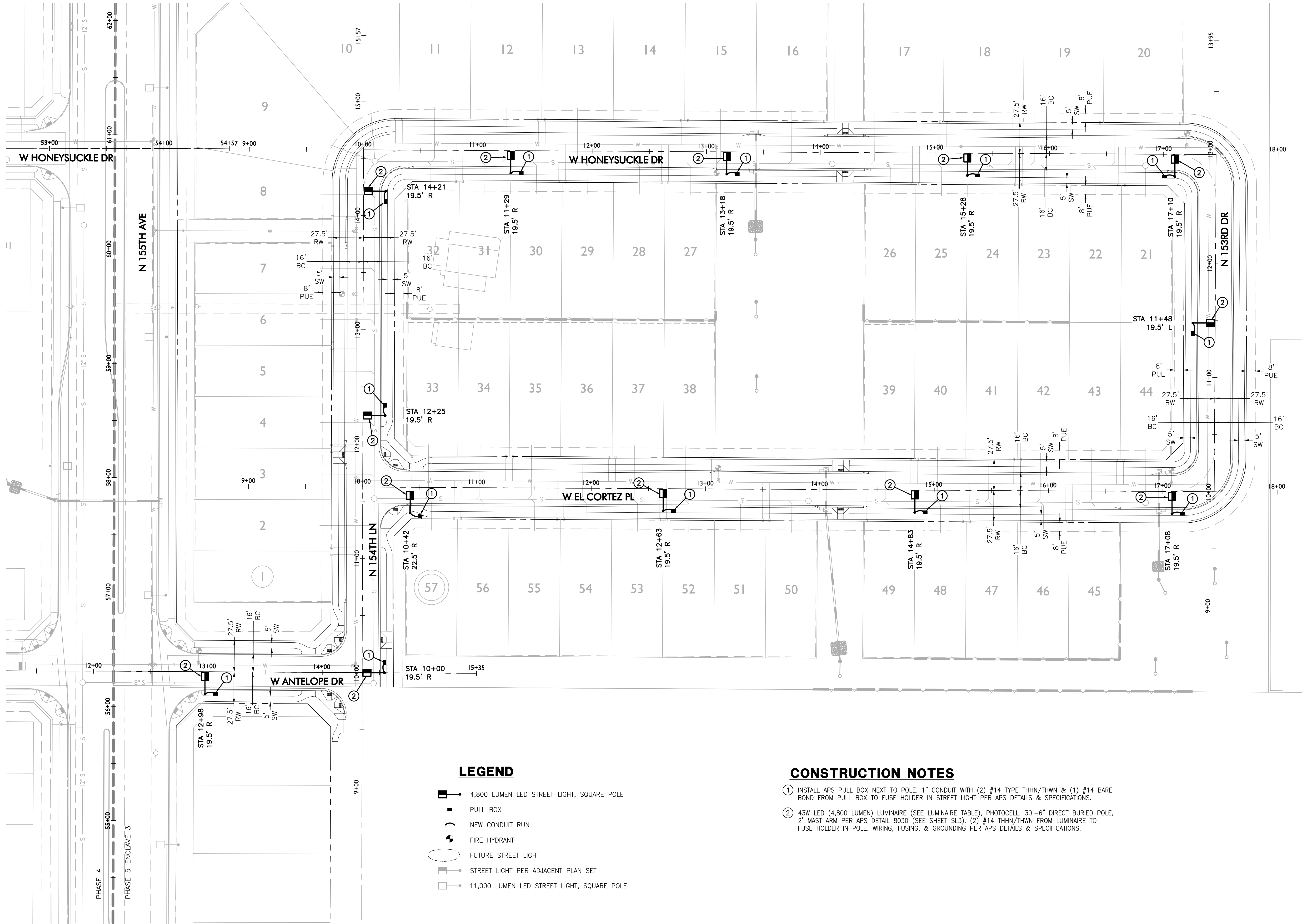
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	SEP 2021	1ST SUBMITTAL
2	FEB 2022	2ND SUBMITTAL
3	MAR 2022	3RD SUBMITTAL



DRAWING NO:
SL1
OF 3

F522-0179

THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.
H:\2021\21075-Paloma Creek Phase 5 and Enclave 3\21075-SL.dwg



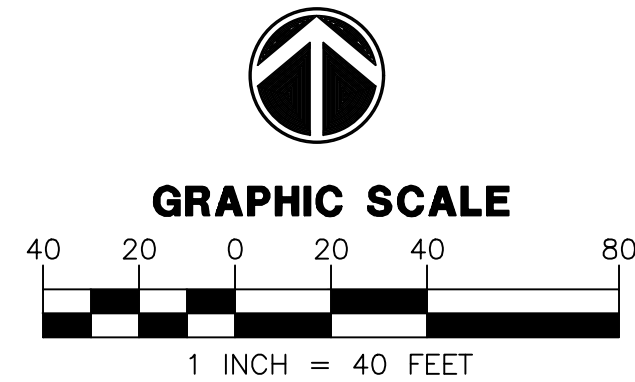
LEGEND

- 4,800 LUMEN LED STREET LIGHT, SQUARE POLE
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT
- STREET LIGHT PER ADJACENT PLAN SET
- 11,000 LUMEN LED STREET LIGHT, SQUARE POLE

CONSTRUCTION NOTES

- INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- 43W LED (4,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), 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.

APPROVED
CITY OF SURPRISE
ENGINEER
NDL



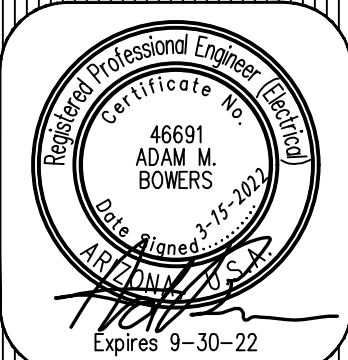
Call at least two full working days
before you begin excavation.
ARIZONA 811
Arizona Blue State, Inc.
In Maricopa County: (602) 263-1100

WRIGHT ENGINEERING
PROJECT NO:
21075
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

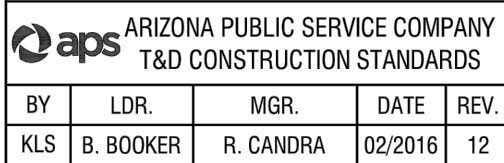
PROJECT: TITLE:
**SURPRISE, ARIZONA
PALOMA CREEK
PHASE 5 & ENCLAVE 3
STREET LIGHT PLAN**

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



DRAWING NO:
SL2
OF 3

FS22-0179



LIGHTS
ARCHITECTURAL ON
ARE BROWN PAINTED STEEL POLE
DIRECT BURY

- | | | | |
|---|---|------|------|
| 12. FOR PEDESTRIAN ONLY APPLICATIONS
SEE 8030. | E | 0.51 | 0.52 |
|---|---|------|------|

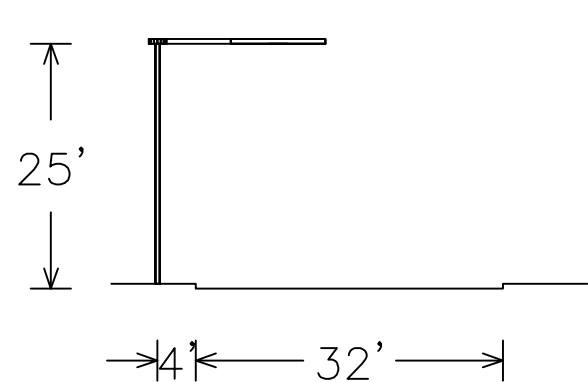
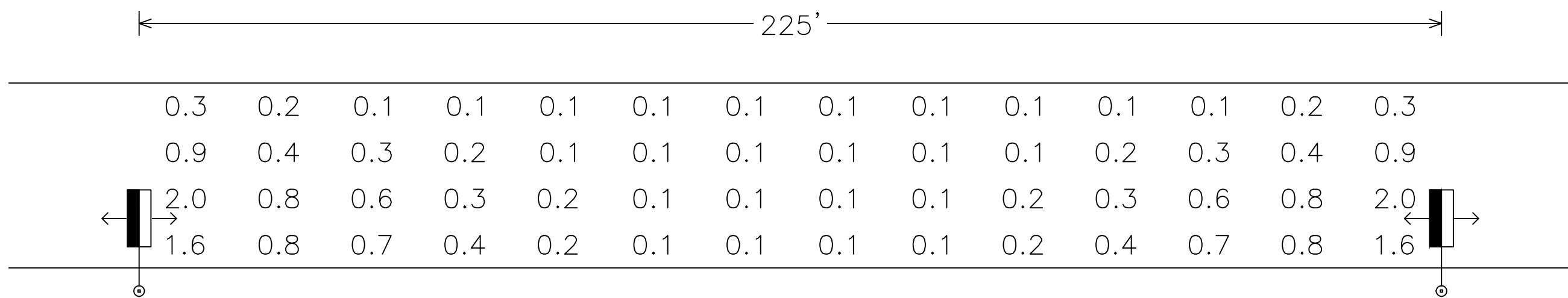
[illegible]


ARIZONA PUBLIC SERVICE COMPANY
T&D CONSTRUCTION STANDARDS

LIGHTS	SH 2 OF 2
ARCHITECTURAL ON	
5" SQUARE BROWN PAINTED STEEL POLE	8030
DIRECT BURY	

LUMINAIRE TABLE						
DARK BRONZE ROADWAY SCALEABLE LED 3000K						
LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
RL40	DKBZ	00141047	32	120/208/240/277	3,900	ERLC004B430ADKBZGLRV1013
RL41		00141048	43	120/208/240/277	4,800	ERLC005A430ADKBZGLRV1013
RL42		00141049	71	120/208/240/277	7,800	ERL1008C330ADKBZGLRX162
RL33		00141050	96	120/208/240/277	11,000	ERLH011C330ADKBZGLV1108
RL44		00141051	174	120/208/240/277	20,100	ERL2021C330ADKBZGLR113

WORST CASE MAXIMUM SPACING FOR LOCAL STREETS



```
43W LED 4,800 LUMEN
Type II Distribution, 2' Mast arm
candela file 'ERLC_05A430_____120-277V.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 43
mounting height= 25 ft
number locations= 2, number luminaires= 2
kw all locations= 0.1
```

Roadway Grid
56 points at z=0, sp 16.071ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.4
Maximum	2.0
Minimum	0.1
Avg:Min	3.96
Max:Min	20.00
Coef Var	1.16
UnifGrad	2.50

APPROVED
CITY OF SURPRISE
ENGINEER
NDL

Call at least two full working days
before you begin excavation.

ARIZONA 811
Arizona Blue Stake, Inc.

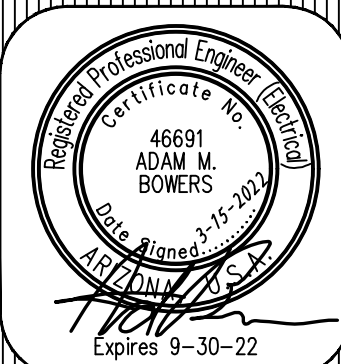
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
in Maricopa County: (602) 263-1100

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:

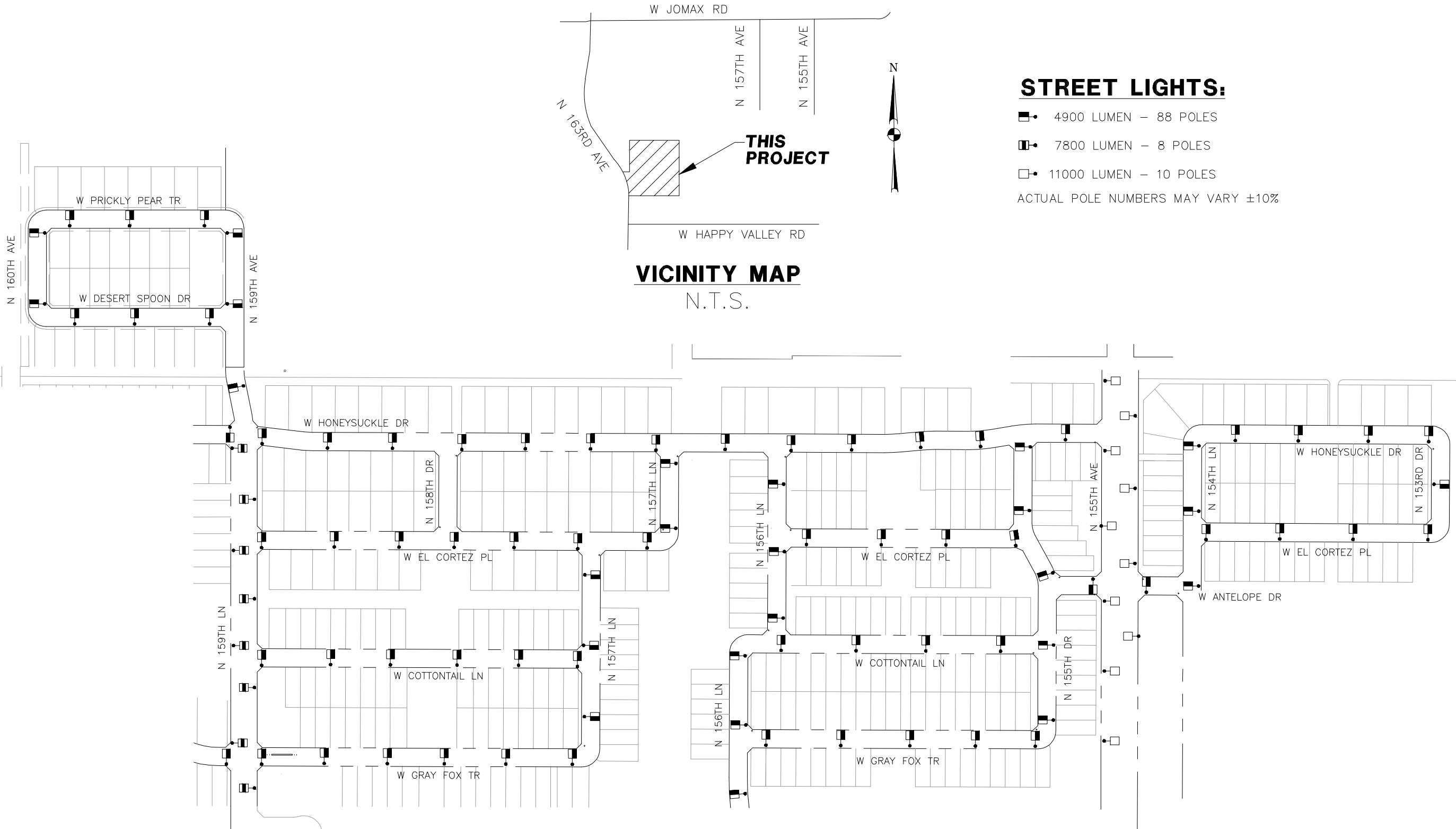
SURPRISE, ARIZONA
PALOMA CREEK
PHASE 5 & ENCLAVE 3
STREET LIGHT DETAILS

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



DRAWING NO:
SL3
OF 3

FS22-0179



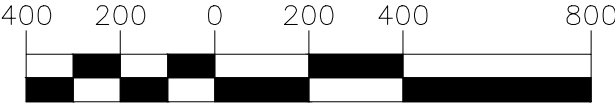
VICINITY MAP
N.T.S.

STREET LIGHTS:

- 4900 LUMEN – 88 POLES
 - 7800 LUMEN – 8 POLES
 - 11000 LUMEN – 10 POLES
- ACTUAL POLE NUMBERS MAY VARY ±10%



GRAPHIC SCALE



1 INCH = 400 FEET

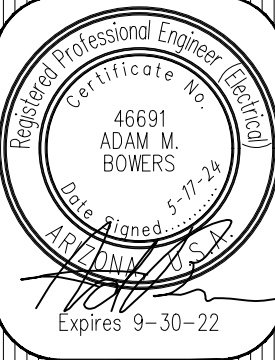
WRIGHT ENGINEERING
PROJECT NO:
20229

DESIGN BY: GRB
DRAWN BY: GRB
CHECKED BY: AMB



ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
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PROJECT:
PALOMA CREEK
SLID



DRAWING NO:
SL1
OF
1



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 5

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action on accepting a Drainage Easement from Surprise Towne Center Holdings, LLC at Bell Road and Grand Avenue.

Motion:

I move to approve accepting a Drainage Easement from Surprise Towne Center Holdings, LLC.

Background:

West Bell Road, at the base of Grand Avenue, floods in heavy rain events. The water pools at the entrance of Surprise Towne Center near the Five Guys restaurant. In order to move the water off the road and maintain a safer environment during rain events, the City is purchasing a drainage easement from Surprise Towne Center, LLC for \$8,000.00. Upon acquisition of the drainage easement, the City will complete the work to install a drain pipe to more safely drain and transport water from Bell Road to the dedicated drainage area in front of Five Guys.

Objective Analysis:

The drainage easement is required to handle excess water on Bell Road to provide safe roadways.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

This project is part of CIP project P65050. The drainage easement has a purchase price of \$8,000.00. The City will plan for future O&M when the drainage easement is purchased and the drainage infrastructure is in place.

FTE Impact:

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

ATTACHMENTS:

1. Signed Drainage Easement
 2. Surprise Towne Center Holdings LLC Drainage Easement - CC 10.15.24
-

WHEN RECORDED, RETURN TO:

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

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this ____ day of _____, 2024, by and between, Surprise Towne Center Holdings, LLC, a Delaware limited liability company ("Grantor"), and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Exhibits A and B attached hereto, located in the City of Surprise, 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 unless or until the property encumbered by this Easement otherwise captures, controls, and accounts for the onsite and/or offsite drainage in a manner approved by the City. In such event, and upon sixty (60) days' written notice from the Grantor to the City, Grantee shall vacate the Easement Area and this Easement shall terminate without further action by the Grantee.
5. Maintenance of Easement Area. Grantee, its successors, and assigns, will at its sole cost and expense maintain the Easement Area in a safe, orderly, and good condition, including, without limitation, mowing, and debris removal, as is reasonably necessary. Grantee will defend, indemnify, and hold the Grantor harmless from and against any and all claims, costs and damages arising out of, connected with or related to any work performed by or on behalf of Grantee on or in the Easement Area. All work done in connection with any maintenance within the Easement Area will be performed in good and workmanlike manner and will comply with all applicable governmental regulations.
6. Release for Flooding or Water Quality Issues of Property. Grantee, its successors and assigns hereby release and hold Grantor harmless from any and all liability or damage caused by water flow or water quality across the Easement Area, which may arise in any manner whatsoever.
7. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) arising from or by reason of Grantee's access to, or use of the Easement Area.

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

SIGNATURES ON FOLLOWING PAGE(S)

GRANTOR:

**SURPRISE TOWNE CENTER HOLDINGS,
LLC,**
a Delaware limited liability company

By: HEITMAN CAPITAL MANAGEMENT
LLC, an Iowa limited liability company
Its: Investment Manager

By: _____
Name: Robert Koys
Its: Senior Vice President

STATE OF ARIZONA)
County of Maricopa) SS.

The foregoing instrument was acknowledged before me this 9 day of September, 2024, by Robert Kays and Surprise Towne known by me as Grantor and owners of the subject property.



GRANTEE: Joseph E. Exelbaker

City of Surprise, an Arizona municipal corporation

By: Skip Hall
Its: Mayor

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 202_, by _____, known by me as the Mayor of the City of Surprise, an Arizona municipal corporation.

EXHIBIT "A"

DESCRIPTION

DRAINAGE EASEMENT

A portion of Lot 14B of the commercial plat of "Surprise Towne Center" as recorded in Book 596, page 49, records of Maricopa County, Arizona, located in the Southwest Quarter of Section 34, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona described as follows:

COMMENCING at the South Quarter Corner of said Section 34, from which the Southwest Corner of said Section 34 lies North 89°49'58" West 2634.70 feet;

Thence along the south line of said Southwest Quarter North 89°49'58" West 710.08 feet;

Thence departing said line North 00°10'02" East 65.00 feet to a point on the south line of said Lot 14B and the POINT OF BEGINNING;

Thence departing said line North 00°10'02" East 6.00 feet;

Thence South 89°49'58" East 23.65 feet to a point on the southeast line of said Lot 14B;

Thence along said line South 24°23'42" West 6.58 feet to the southeast corner of said Lot 14B;

Thence along said south line of Lot 14B North 89°49'58" West 20.95 feet to the POINT OF BEGINNING.

Containing 134 square feet, more or less.

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

End of description



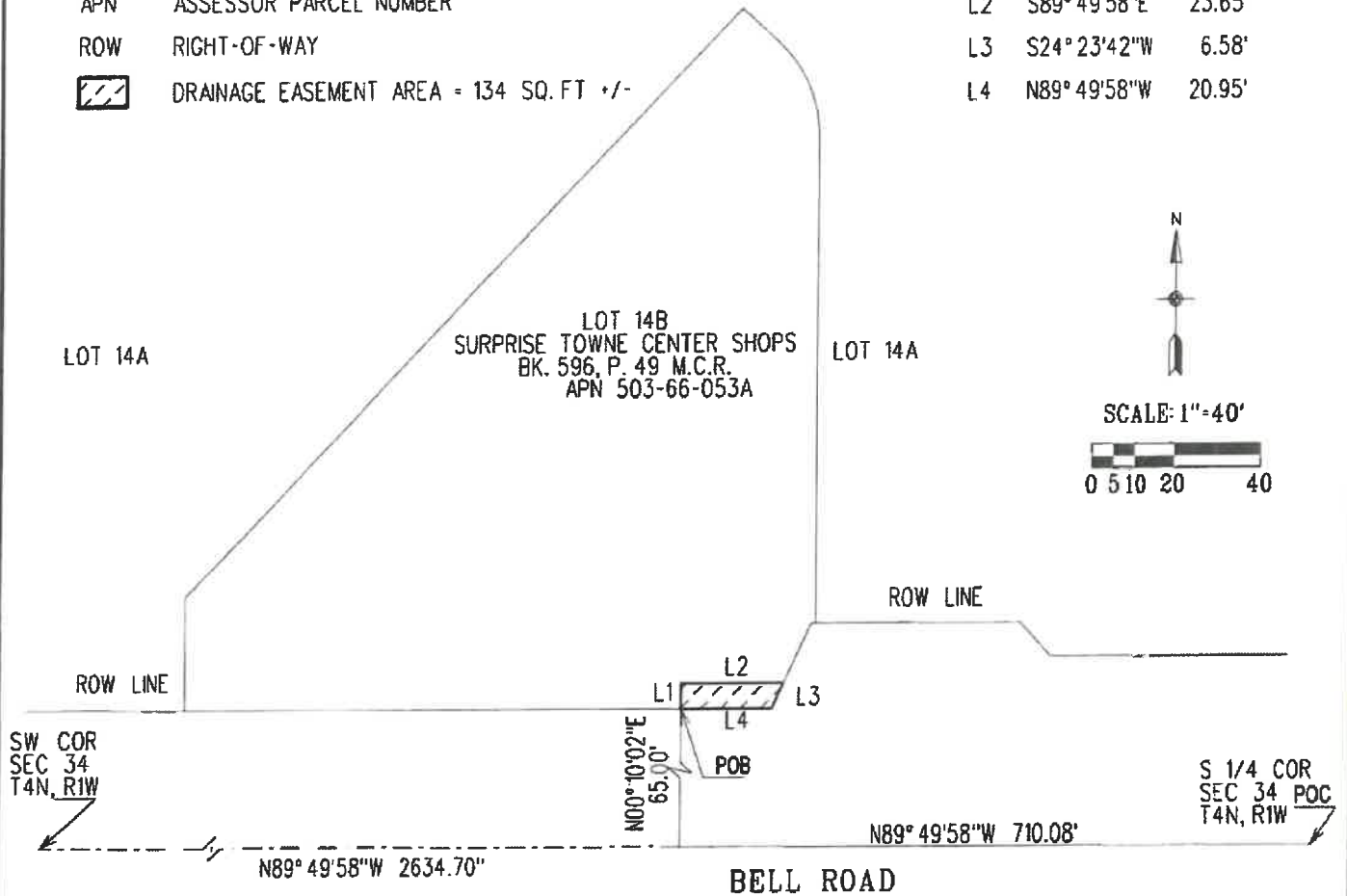
LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- M.C.R. MARICOPA COUNTY RECORDER
- APN ASSESSOR PARCEL NUMBER
- ROW RIGHT-OF-WAY
-  DRAINAGE EASEMENT AREA = 134 SQ. FT +/-

EXHIBIT "B"

LINE TABLE

LINE	BEARING	LENGTH
L1	N00°10'02"E	6.00'
L2	S89°49'58"E	23.65'
L3	S24°23'42"W	6.58'
L4	N89°49'58"W	20.95'



BEARING BASE: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, T4N, R1W
AS STATED IN THE COMMERCIAL PLAT OF "SURPRISE TOWNE CENTER SHOPS", RECORDED IN
BOOK 596, PAGE 49, RECORDS OF MARICOPA COUNTY, CITED AS NORTH 89°49'58" WEST

DRAINAGE EASEMENT



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT * 23016

DRAWN BY RCD

DATE 08-19-24

SHEET 1 OF 1

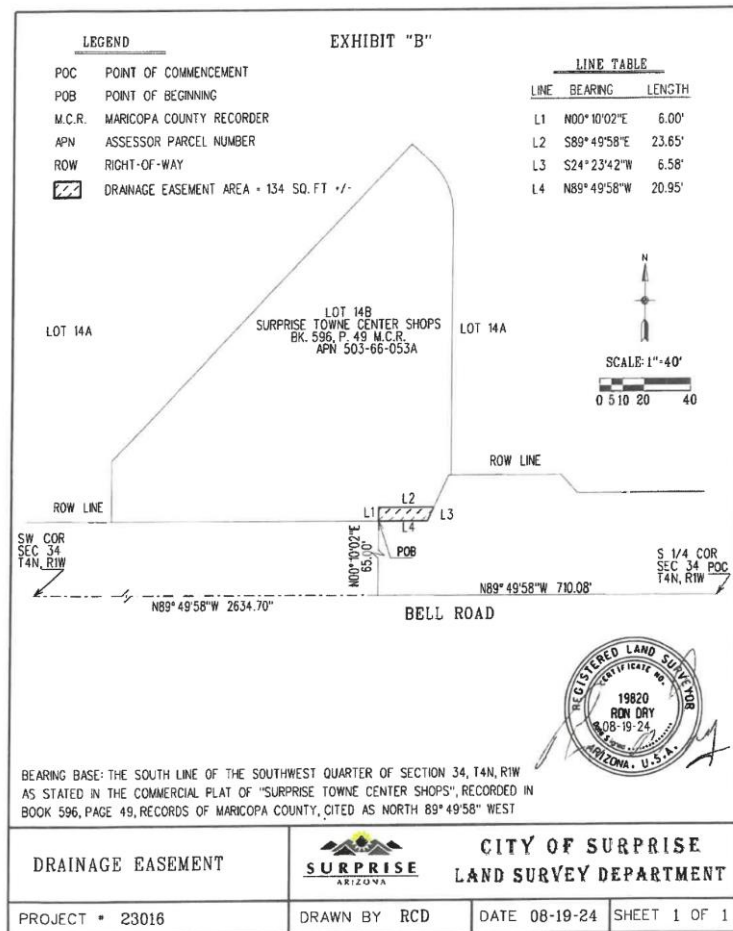


Surprise Towne Center Holdings LLC Drainage Easement

City Council – October 15, 2024



VICINITY MAP





SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled “Replat Sycamore Farms Towne Center,” dated August 24, 2024, a property located at the southeast corner of Cactus Road and Loop 303. Case# FS24-0097.

Motion:

Motion to approve/deny the Plat entitled “Replat Sycamore Farms Towne Center”, dated August 24, 2024.

Background:

Ali Fakhri, of Sustainability Engineering Group, seeks approval of a Final Plat of the subject property located at the southeast corner of Cactus Road and Loop 303. The proposed Final Plat is subdividing three (3) parcels into five (5) parcels of approximately 23.74 acres.

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 2040 and the City of Surprise Land Development Ordinance.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS24-0097 Cactus Commercial Fry's Replat - Staff Report
 2. 01-FS24-0097 Cactus Commercial Fry's Replat - Vicinity Map
 3. 02-FS24-0097 Cactus Commercial Fry's Replat - Zoning Map
 4. 03-FS24-0097 Cactus Commercial Fry's Replat - Final Plat
 5. 04-FS24-0097 Cactus Commercial Fry's Replat - Final Plat Exhibit
 6. FS24-0097 Cactus Commercial Fry's Replat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS24-0097

Project Name: Cactus Commercial Fry's Replat – Final Plat

Council District: 3 – Mesquite

City Council Date: October 15, 2024

Planner: Chris Sexton, Planner II

Owner: Barclay Holdings CXIX LLC

Applicant: Ali Fakih of Sustainability Engineering Group

Request: Replat to subdivide three (3) parcels into five (5) parcels of approximately 23.74 acres.

Site Location: Located at the southeast corner of Cactus Road and Loop 303

Site Size: Approximately 23.74 acres

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2040.
- The proposed Final Plat is consistent with the Sycamore Farms Planned Area Development (PAD).
- 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:

Ali Fakh of Sustainability Engineering Group requests approval of a Final Plat entitled "Replat Sycamore Farms Towne Center," dated August 24, 2024. The subject parcel is zoned Planned Area Development (PAD) – Sycamore Farms and is located at the southeast corner of Cactus Road and Loop 303. The proposed Final Plat subdivides, approximately 23.74 acres, from three (3) parcels to create a total of five (5) parcels.



The acreage of each parcel is below:

- Lot 1 – 13.22 acres
- Lot 2 – 1.18 acres
- Lot 3 – 5.09 acres
- Lot 4 – 3.40 acres
- Lot 5 – 0.85 acres

General Plan Conformance:

The proposed final plat was reviewed against the goals, policies, recommendations, and guidelines of the City of Surprise General Plan 2040. The proposed final plat is consistent with the General Plan in some of the following ways:

59 This project is located within the Neighborhood Character Area of the General Plan. The
60 proposed plat adheres to the design guidelines of the Character Area which allows for
61 neighborhood and community retail at strategic locations along proposed or existing
62 arterial corridors that provide convenient access to residential areas.

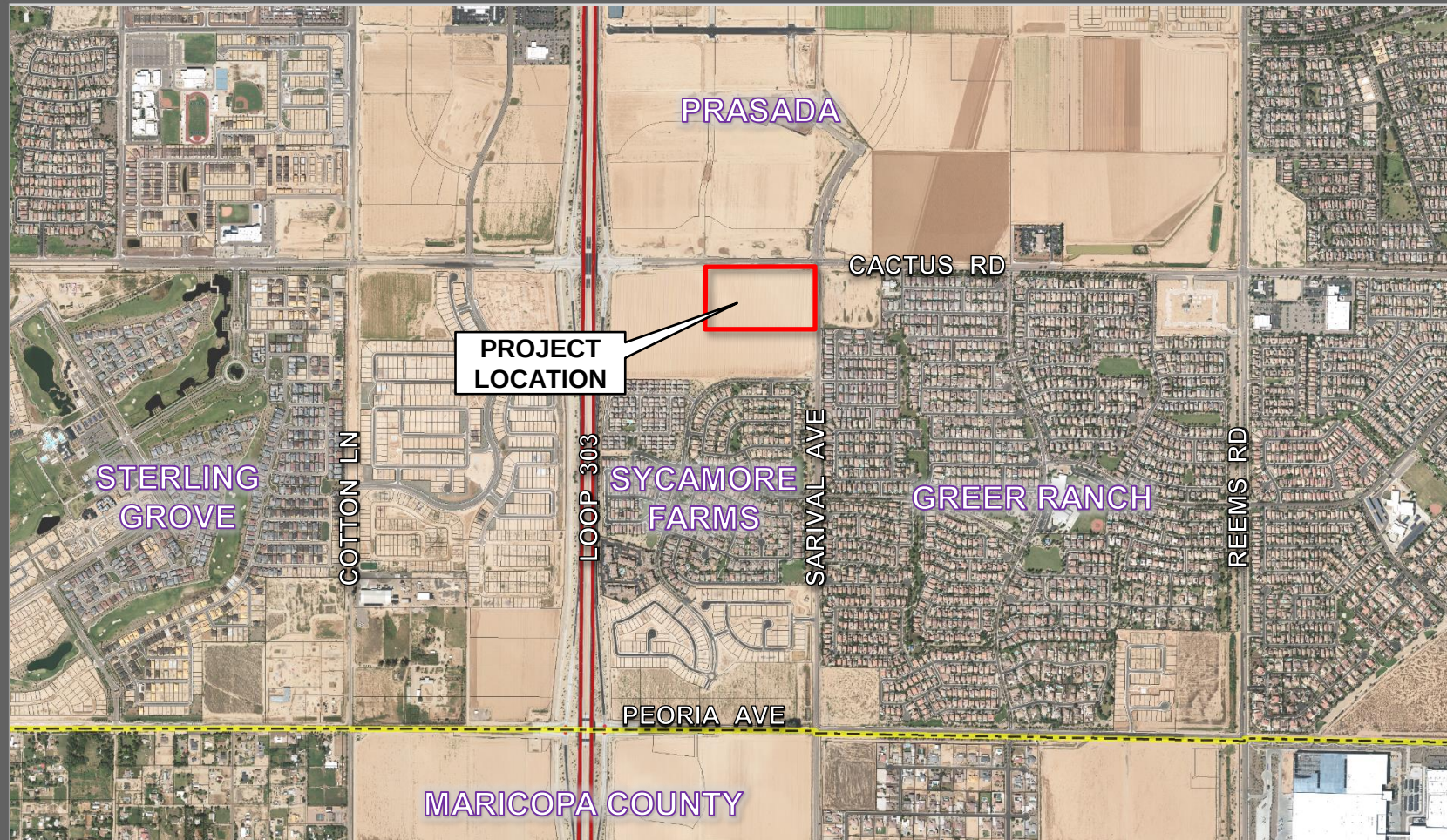
63
64 This project maintains compatibility with the quality of existing land uses in the
65 surrounding area in that it creates a suburban center that provides services and activities
66 for the local community, typical of the suburban residential development pattern
67 established in the vicinity of this parcel.

68
69 **Reviewing Agencies:**

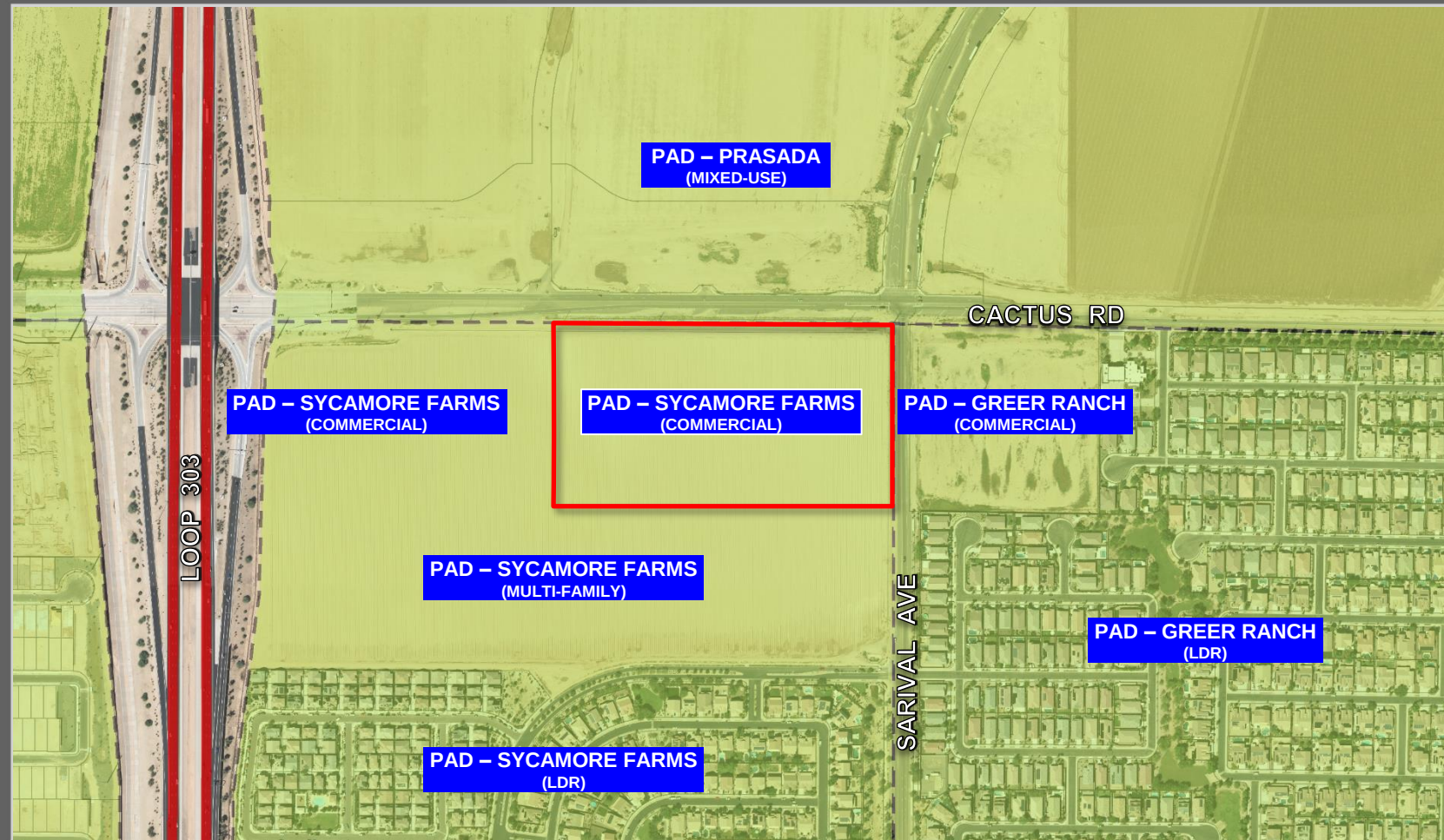
70
71 This project was routed to both Luke Air Force Base and the Maricopa Water District.
72 Both agencies have indicated no objections.

73
74 **Attachments:**

75 01 Vicinity Map
76 02 Zoning Map
77 03 Final Plat
78 04 Plat Exhibit
79 PPT



FS24-0097 VICINITY MAP



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT SMITH'S FOOD AND DRUG CENTERS, INC. AN OHIO CORPORATION AND BARCLAY HOLDINGS CXIX, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME "SYCAMORE FARMS TOWNE CENTER COMMERCIAL", A SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 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 "SYCAMORE FARMS TOWNE CENTER COMMERCIAL" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

OWNERS HEREBY GRANT TO THE ULTIMATE OWNERS OF LOTS 1, 2, 3, 4 AND 5 CREATED BY THIS PLAT, AN EASEMENT OVER, UPON AND ACROSS LOTS 1, 2, 3, 4 AND 5 OF THE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO LOTS 1, 2, 3, 4 AND 5 AS CREATED BY THIS PLAT.

OWNERS HEREBY GRANT 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.

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

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

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.

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, 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:

SMITH'S FOOD AND DRUG CENTERS, INC. AN OHIO CORPORATION, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE OFFICER LISTED BELOW, THEREUNTO DULY AUTHORIZED.

SMITH'S FOOD AND DRUG CENTERS, INC. AN OHIO CORPORATION

BY: _____

ITS: _____

IN WITNESS WHEREOF:

BARCLAY HOLDINGS CXIX, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE OFFICER LISTED BELOW, THEREUNTO DULY AUTHORIZED.

BARCLAY HOLDINGS CXIX, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
SCOTT T. ARCHER, MANAGER

ACKNOWLEDGEMENT:

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024, BY _____, THE _____ OF SMITH'S FOOD AND DRUG CENTERS, INC. AN OHIO CORPORATION, FOR AND ON BEHALF THEREOF.

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

NOTARY PUBLIC _____ EXPIRES _____

ACKNOWLEDGEMENT:

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024, BY SCOTT T. ARCHER, THE MANAGER OF BARCLAY HOLDINGS CXIX, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

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

NOTARY PUBLIC _____ EXPIRES _____

CITY OF SURPRISE ENGINEER APPROVAL

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

BY: _____ 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 _____

REPLAT

"SYCAMORE FARMS TOWNE CENTER COMMERCIAL"
OF LOT 2 AS SHOWN ON THE REPLAT OF "SYCAMORE FARMS TOWNE CENTER",
RECORDED IN BOOK 1772, PAGE 7, MARICOPA COUNTY RECORDS,
BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 3 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

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

OWNERS DO 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.

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

SMITH'S FOOD AND DRUG CENTERS, INC. AN OHIO CORPORATION AND BARCLAY HOLDINGS CXIX, LLC, AN ARIZONA LIMITED LIABILITY COMPANY DO HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS REPLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS REPLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID REPLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

NOTICE OF SYCAMORE FARMS TOWNE CENTER DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO A SYCAMORE FARMS TOWNE CENTER DEVELOPMENT AGREEMENT DATED APRIL 7, 2008 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON APRIL 7, 2008, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT DOCKET NO.2008-0305030. 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, KCI CACTUS 303 LLC AT 7339 E EVANS RD SUITE 201 SCOTTSDALE AZ USA 85260, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2024.

MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA ("MWD")

BY: _____ CHRISTINE CAIN

ITS: _____ PROPERTY & CONTACTS MANAGER

ATTEST:

BY: _____ GLEN VORTHERMS

ITS: _____ ASSISTANT SECRETARY

OWNER: _____

BY: _____

BY: _____ TITLE _____

NOTICE OF INTERGOVERNMENTAL AGREEMENT

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

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

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

OWNER

BARCLAY HOLDINGS CXIX, LLC
2415 E CAMELBACK RD STE 900
PHOENIX, AZ 85015
(480) 596-9399

SMITH'S FOOD & DRUG CENTERS, INC.
1014 VINE ST
CINCINNATI, OH 45202-1100

ENGINEER

SUSTAINABILITY ENGINEERING GROUP
8280 E. GELDING DR., SUITE 101,
SCOTTSDALE, AZ 85260
PHONE: 480-588-7226

NOTES

A. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:

REMOVEABLE WOOD, WIRE OR SECTION-TYPE FENCING.

CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

B. NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED, OR ANY VEGETATION NEITHER PLANTED NOR ALLOWED TO GROWN WITHIN DRAINAGE EASEMENTS THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS.

C. ELECTRICAL LINES TO BE CONSTRUCTED AND RELOCATED AS REQUIRED BY THE ARIZONA CORPORATE COMMISSION GENERAL ORDER R-14-2-133.

D. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR, AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPE AREAS WITHIN THE PROJECT.

E. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2-INCH REBAR AND CAP BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

F. ANY PARTY WITH RIGHTS TO ANY WATER OR SEWER EASEMENT THAT OVERLAPS ANOTHER WATER OR SEWER EASEMENT SHALL HAVE THE RIGHT TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR, REPLACE, AND UTILIZE THE WATER/SEWER LINES/WATER METERS IN SUCH EASEMENTS THAT OVERLAP IN AN EMERGENCY SITUATION WITHOUT THE CONSENT OF ALL PARTIES WITH RIGHTS TO SUCH EASEMENTS. IN SUCH AREAS THAT OVERLAP, IN A NON-EMERGENCY SITUATION ALL PARTIES SHALL CONSENT PRIOR TO ALLOWING ANY OTHER PARTY TO PERFORM ANY INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, OR REPALCEMENT WORK WITHIN THE EASEMENT.

G. 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.

H. 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.

I. 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.

J. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

K. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

L. 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.

M. 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.

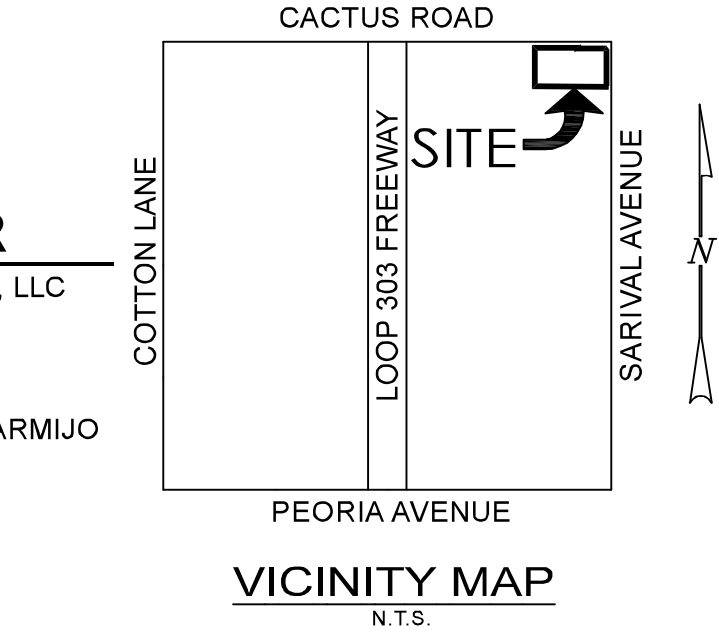
N. OWNER AFFIRMS THAT ITS PROPERTY IS NOT LOCATED WITHIN THE CITY OF SURPRISE MUNICIPAL WATER SERVICE AREA AND THAT ITS PROPERTY LIES WITHIN THE WATER SERVICE AREA OF EPCOR, WHICH HAS NOT BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY BY THE DIRECTOR OF WATER RESOURCES PURSUANT TO A.R.S. § 45-576. OWNER FURTHER AFFIRMS THAT OWNER RETAINED LEGAL COUNSEL TO REVIEW AND OPINE UPON THE REQUIREMENTS OF A.R.S. §§ 9-463.01 AND 45-576 RELATED TO THE REQUIREMENTS REGARDING SUBDIVIDED LANDS AND THE ASSURED WATER SUPPLY PROGRAM. AFTER CONSULTATION WITH LEGAL COUNSEL, OWNER HEREBY AFFIRMS THAT A CERTIFICATE OF ASSURED WATER SUPPLY IS NOT REQUIRED AND THAT ITS PROPERTY IS EXEMPT FROM THE REQUIREMENTS OF A.R.S. § 45-576. OWNER HEREBY AGREES TO RELEASE, DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL LIABILITY FOR ANY AND ALL CLAIMS OF ANY KIND THAT MAY ARISE AT ANY TIME IN CONNECTION WITH THE APPROVAL OF THIS PLAT WITHOUT A CERTIFICATE OF ASSURED WATER SUPPLY.

CERTIFICATION

I, DANIEL D. ARMUJO, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT HEREON HAS BEEN PREPARED FROM A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE SURVEY IS TRUE AND ACCURATELY REPRESENTS THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT ALL MONUMENTS EXIST AS SHOWN. THAT ALL LOT CORNERS ARE SET OR WILL BE SET, IN ACCORDANCE WITH THE LATEST ADAPTED ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

FIELD WORK COMPLETED MARCH 27, 2022.

DANIEL D. ARMUJO
REGISTERED LAND SURVEYOR
AW LAND SURVEYING, LLC
P.O BOX 2170
CHANDLER, AZ 85244
(480) 244-7630



REVISIONS

DATE

BY

DESCRIPTION

AW LAND SURVEYING, LLC

P.O. BOX 2170, CHANDLER, AZ 85244

(480) 244-7630 EMAIL: DARMUJO@AWLANDSURVEY.COM

REPLAT

SYCAMORE FARMS TOWNE CENTER COMMERCIAL

ORIGINAL PLAN DATE

12-08-2023

LATEST REVISION DATE

08-28-2024

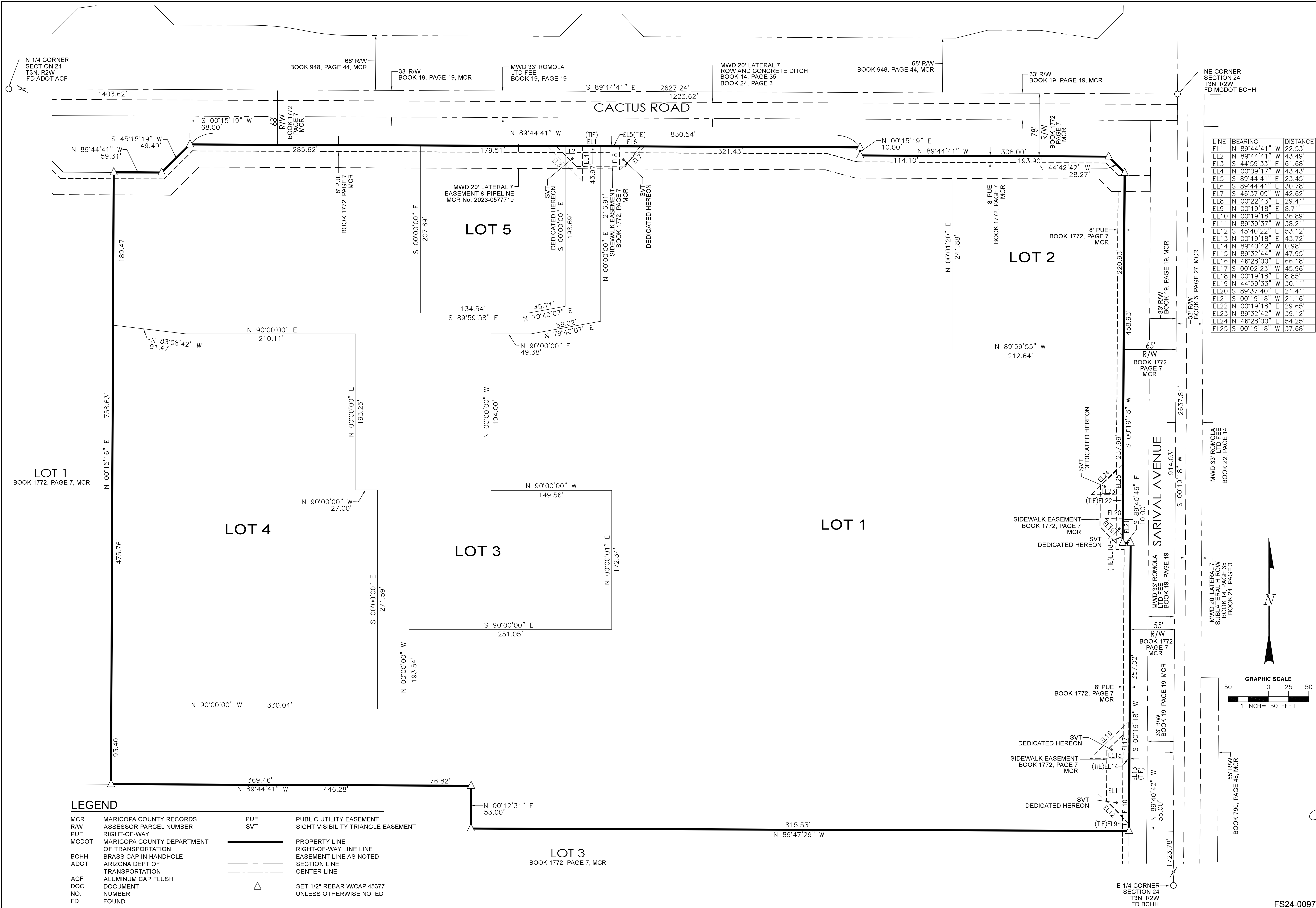
JOB NUMBER

22-014

SHEET NUMBER

1 OF 2

FS24-0097



AW LAND SURVEYING, LLC

P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 EMAIL: DARMILIO@AWLANDSURVEY.COM

REPLAT

SYCAMORE FARMS TOWNE CENTER COMMERCIAL

REGISTERED LAND SURVEYOR
45377
DANIEL D. ARMILIO
Exp/Res 12/5/2024

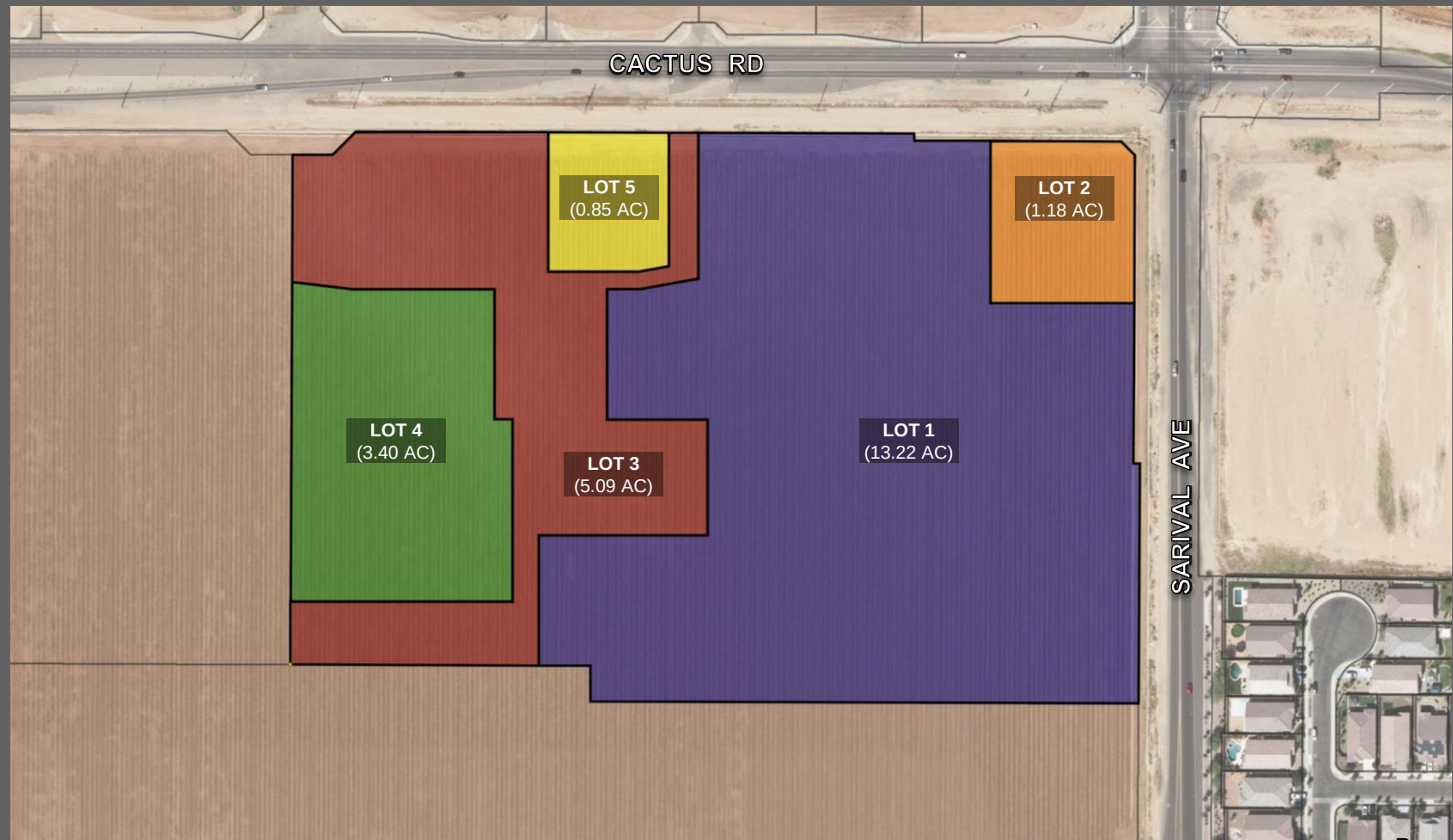
ORIGINAL PLAN DATE
12-08-2023

LATEST REVISION DATE
08-28-2024

JOB NUMBER
22-014

SHEET NUMBER
2 OF 2

FS24-0097

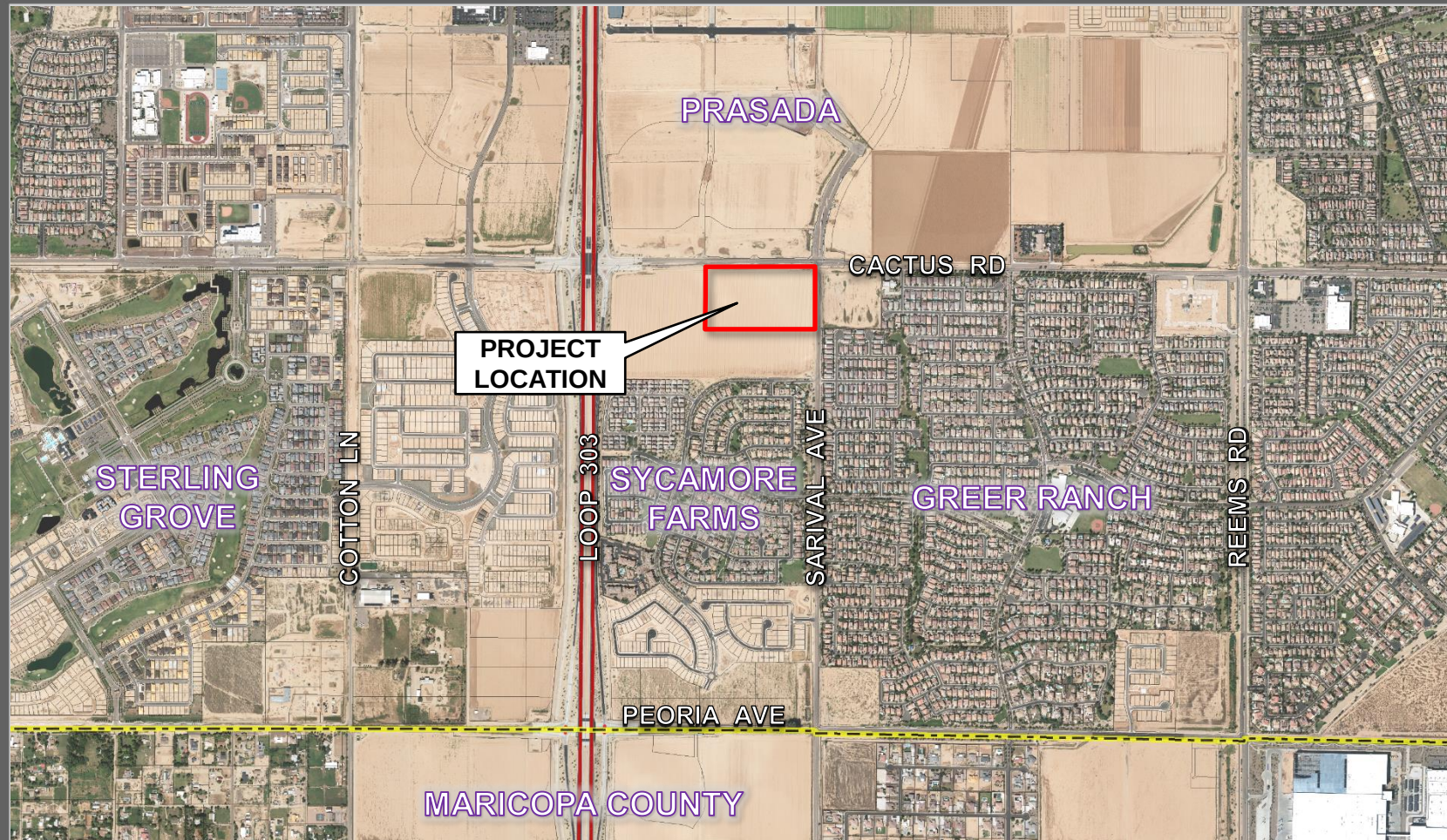


FS24-0097 PLAT EXHIBIT

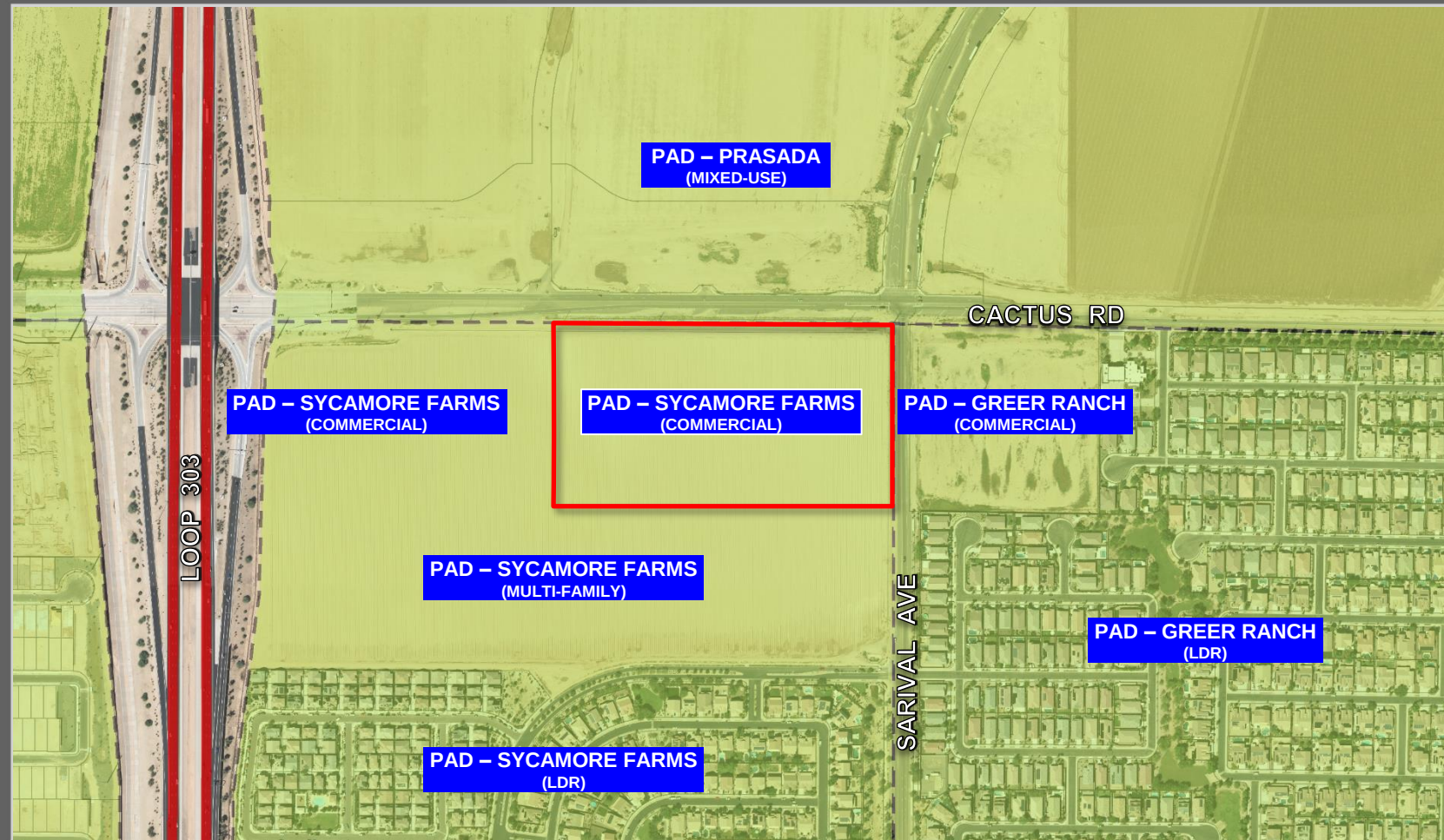


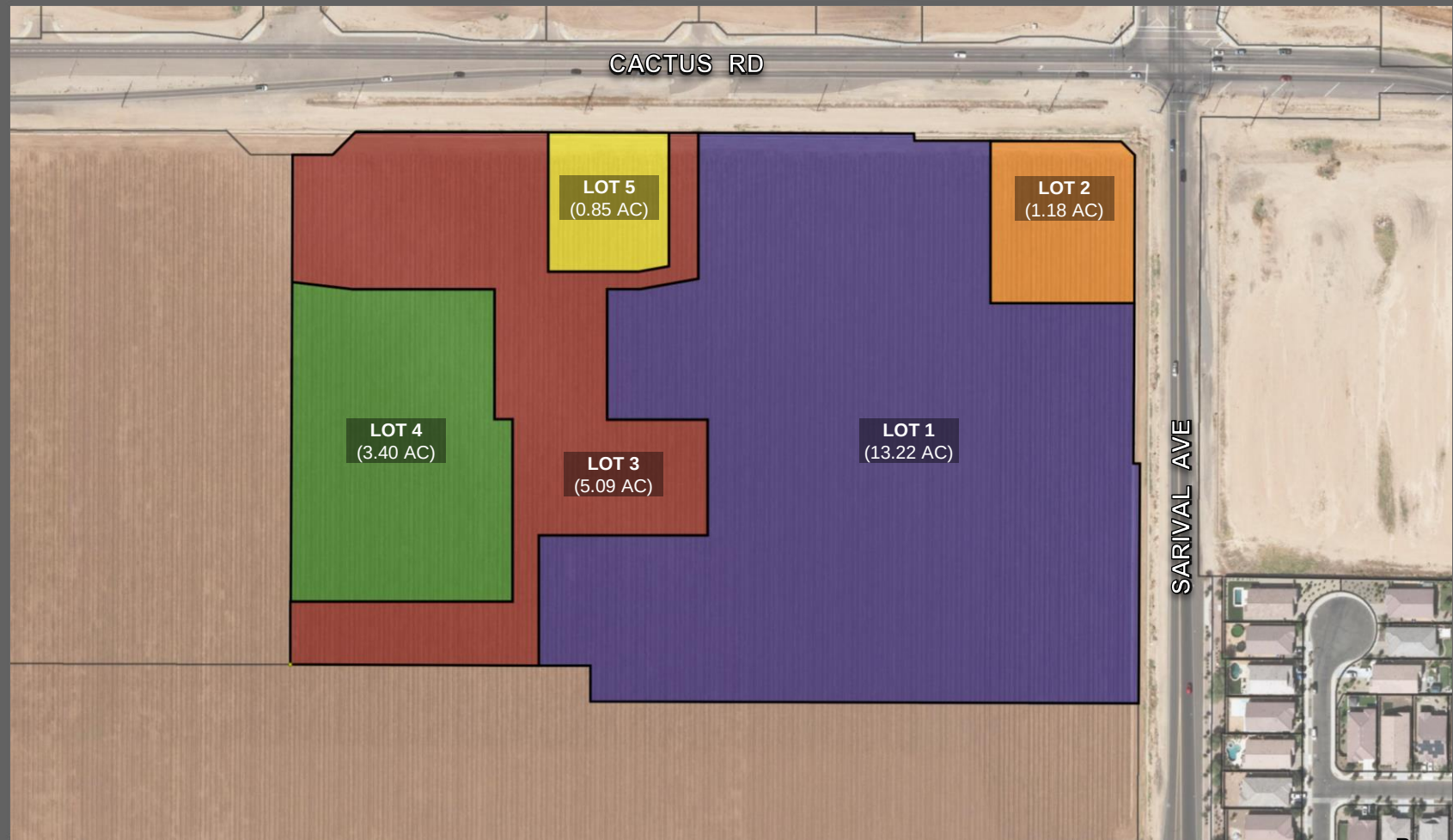
FS24-0097 Cactus Commercial Fry's Replat- Final Plat

City Council
October 15, 2024



FS24-0097 VICINITY MAP





FS24-0097 PLAT EXHIBIT

ST. _____
TITLE _____

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.

P.O. BOX 2179
CHANDLER, AZ 85244

CHANDLER, AZ 85244
(602) 244-7630

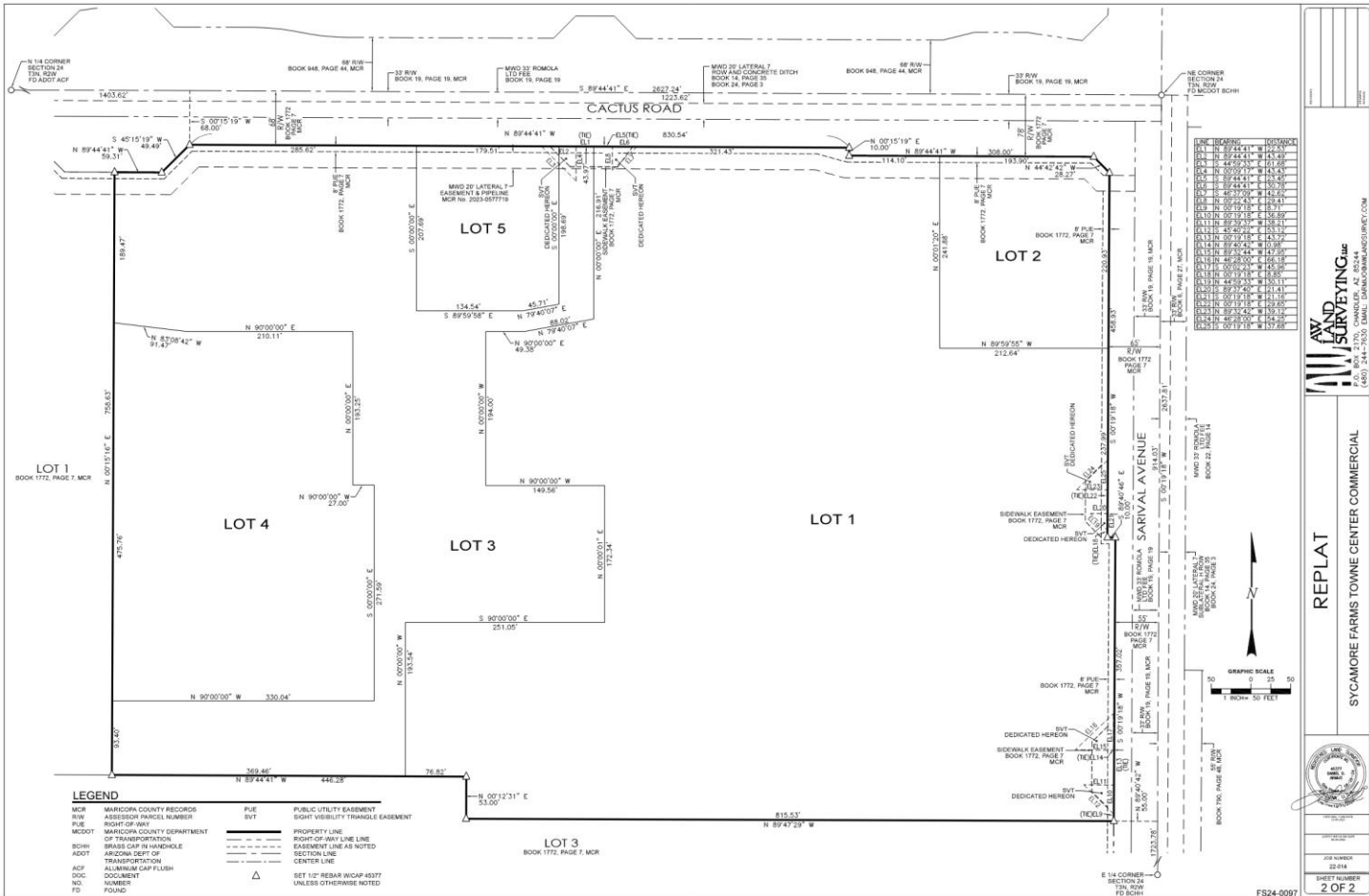
LOT NO.	SQ. FT.	ACRES
1	575,880	13.22
2	51,284	1.18
3	221,543	5.09
4	148,215	3.40
5	37,020	0.85
TOTAL	1,033,757	23.74

Date of Preparation: 08-20-2011



REPLAT

SYCAMORE FARMS TOWNE CENTER COMMERCIAL



FS24-0097 FINAL PLAT



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024

Contact Person: Eric Boyles, Director -
Transportation

Submitting Department: Transportation

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement with Maricopa County Department of Transportation (MCDOT) Resolution #2024-152

Motion:

I move to approve Resolution 2024-152.

Background:

There are instances where the City or their contractor is constructing a project adjacent to or near the County's right-of-way, but the County is not a partner in the project and the project work is not in the County's right-of-way. These projects may require traffic control devices to be set up in the County's right-of-way for proper notice and safety reasons.

There are other instances where the County or their contractor is constructing a project adjacent to or near the City's right-of-way, but the City is not a partner in the project and the project work is not in the City's right-of-way. These projects may require traffic control devices to be set up in the City's right-of-way for proper notice and safety reasons.

This IGA will allow the County to waive traffic control permit fees to the City for City projects that may occur in County right-of-way.

Objective Analysis:

The City currently does not charge other government agencies for traffic control fees in the City. The County does charge traffic control fees to the City. This IGA will allow the County to waive fees to the City for City projects that may occur in County right-of-way.

Policy Compliant:

This item is 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:

1. Res 2024-152
 2. MCDOT Surprise Waiver of Traffic Control Permit Fees
-

RESOLUTION # 2024-152

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR TRAFFIC CONTROL PERMIT FEES WAIVER.

WHEREAS, pursuant to Arizona Revised Statute §11-951, *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 parties desire to enter into an intergovernmental agreement in order to facilitate a cooperative agreement to waive traffic control permit fees under certain circumstances; and

WHEREAS, this Agreement will formalize a reciprocal practice between the Parties.

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

Section 1. The IGA between the City of Surprise and Maricopa County, attached as Exhibit A, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF SURPRISE
TO WAIVE TRAFFIC CONTROL PERMIT FEES

(C-64-23-____-X-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Surprise, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorizes the County to lay out, maintain, control, and manage public roads within the County.
2. A.R.S. Sections 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorize the City to lay out and establish, regulate, and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. The Parties desire to develop and implement a cooperative agreement to waive traffic control permit fees under certain circumstances.
5. There are instances where the City or its contractor is constructing a project adjacent to or near the County's right-of-way, but the County is not a partner in the project and the project work is not in the County's right-of-way. These projects may require traffic control devices to be set up in the County's right-of-way for proper notice and safety reasons.
6. There are other instances where the County or its contractor is constructing a project adjacent to or near the City's right-of-way, but the City is not a partner in the project and the project work is not in the City's right-of-way. These projects may require traffic control devices to be set up in the City's right-of-way for proper notice and safety reasons.

7. In the cases described in Paragraphs 5 and 6, it may be reasonable to consider waiving traffic control permit fees because each Party derives a benefit.
8. The Parties recognize that the circumstances described in Paragraphs 5 and 6 occur an estimated five (5) times per year. The costs of the permits issued by each Party would be expected to total less than \$1,000 in fees per year. Nothing in this Agreement shall limit the number of permits per year that are eligible under this Agreement.
9. In this Agreement, traffic control permit fees include but are not limited to any and all plan review fees, processing fees, and permit fees.
10. The City currently waives traffic control permit fees for the County under the circumstances described in Paragraph 6. This Agreement will formalize a reciprocal practice between the Parties.

DURATION

11. This Agreement shall become effective as of the date it is approved by the governing bodies of the Parties and remains in full force and effect until terminated by either Party for any reason upon furnishing the other Party with written notice at least thirty (30) days before the effective termination date.

PURPOSE OF THE AGREEMENT

12. The purpose of this Agreement is to formalize a reciprocal agreement to waive traffic control permit fees in certain circumstances.

TERMS OF THE AGREEMENT

13. **Responsibilities of the County and the City:**
 - 13.1 Each Party shall ensure that each permit issued under the authority of this Agreement complies with all standard permitting requirements and other terms as may be deemed necessary by the County Transportation Director (or designee) and the City Manager (or designee).
 - 13.2 Each Party shall ensure any contractor liability insurance is acquired and lists the permitting Party as additional insured. Each Party shall also provide a copy of the insurance certificate to the permitting Party, as applicable.

- 13.3 Each Party shall reference this Agreement when applying for a permit under the conditions of this Agreement.
- 13.4 Each Party shall submit the required traffic control application(s) and traffic control plan(s).
- 13.5 Each Party shall expedite the review of the traffic control application and plan, if applicable.
- 14. **Responsibilities of the County:**
 - 14.1 The County Transportation Director (or designee) may, in coordination with the City Manager (or designee), determine projects suitable for eligibility to waive traffic control permit fees.
 - 14.2 Upon receipt of proper documentation, as listed in Paragraph 13.4, the County shall waive all traffic control permit fees for City projects meeting the criteria in Paragraph 5 and Paragraph 13.
 - 14.3 The County Transportation Director (or designee) shall retain appropriate files related to any permit issued under the authority of this Agreement until all terms provided in the Agreement and the pertinent permit have been satisfied, or as otherwise required by law.
- 15. **Responsibilities of the City:**
 - 15.1 The City Manager (or designee) may, in coordination with the County Transportation Director (or designee), determine projects suitable for eligibility to waive traffic control permit fees.
 - 15.2 Upon receipt of proper documentation, as listed in Paragraph 13.4, the City shall waive all traffic control permit fees for County projects meeting the criteria in Paragraph 6 and Paragraph 13.
 - 15.3 The City Manager (or designee) shall retain appropriate files related to any permit issued under the authority of this Agreement until all terms provided in the Agreement and the pertinent permit have been satisfied, or as otherwise required by law.

GENERAL TERMS AND CONDITIONS

- 16. To the extent permitted by law, each Party will indemnify, defend and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials or agents, from and against all liability, loss, expense,

damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

17. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
18. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 18.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A) and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 18.2 Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 18.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 18.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
19. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
20. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions, or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced curing the Default within such thirty (30) day period and thereafter is diligently pursuing such

cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

21. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009

City of Surprise
Attn: City Manager
16000 N. Civic Center Plaza
Surprise, AZ 85374

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by the United States Express Mail or an overnight courier that guarantee next-day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

22. This Agreement does not imply authority to perform any tasks or accept any responsibility, not expressly stated in this Agreement.
23. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
24. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.

25. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Surprise City Council in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.
26. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
27. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions, and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.
28. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
29. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
30. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
31. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity, not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
32. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If

the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday, or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.

33. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
34. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
35. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
36. Nothing in this Agreement or any permit shall be construed as committing the Parties to incur capital expenditures for equipment, facilities, or otherwise, or to incur expenses associated with a project the Party is not a partner to.
37. Nothing in this Agreement or any permit shall be interpreted to enlarge or expand the County's or City's authority.
38. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
39. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SURPRISE

Recommended by:

Bob Wingenroth
City Manager

Approved and Accepted by:

Skip Hall	Date
Mayor	

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

Jesse Gutierrez
Transportation Director

Date

Approved and Accepted by:

Chairman _____ Date _____
Board of Supervisors

Attest by:

Clerk of the Board
Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

Deputy County Attorney _____ Date _____



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: October 15, 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 Fiscal Year 2025 budget amendment moving budget in the amount of \$140,300, and authorization to accept a grant award from the Arizona Department of Public Safety to provide services to crime victims; Resolution #2024-163 #2024-164, RFLS 9689.

Motion:

I move to approve Resolution #2024-164.

Background:

The Surprise Police Department has been awarded a federal grant through the Arizona Department of Public Safety in the amount of \$140,256 for salary expenses of the Department's full-time victim advocate and a part-time (.7 FTE) victim advocate, and training and phones for Victim Assistance Program employees and volunteers. Services covered by the grant and provided by the Victim Assistance Unit include (1) response to emotional and physical needs of crime victims, (2) assist primary and secondary victims of crime to stabilize their lives after a victimization, (3) assist victims to understand and participate in the criminal justice system, and (4) provide victims of crime with a measure of safety and security.

Objective Analysis:

The grant pays a portion of the salaries of the current full-time victim advocate and one part-time victim advocate and provides funding for training and phones for employees and volunteers within the Victim Assistance Unit.

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 one-time grant agreement will provide FY2025 funding for personnel, supplies, services and other expenses. The City match portion of this grant has been waived.

Budget Impact:

Acceptance of this grant will amend the FY2025 budget by moving budget authority in the amount of \$140,300 from General Contingency to Project G31253 in the Grants Fund. Due to the timing of the grant performance period, this action will reallocate only the prorated amount which will be spent during FY2025. 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 2024-164_VOCA25_FINAL (Updated on 10/14/24)
-

RESOLUTION # 2024-164

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR A VOCA GRANT AND AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF \$140,300 FROM THE GENERAL CONTINGENCY TO PROJECT G31253 IN THE GRANTS FUND.

WHEREAS, the City has for years applied for and received grants through the Arizona Department of Public Safety (DPS) for the Police Department to provide victim services to crime victims pursuant to the Victims of Crime Act of 1984;

WHEREAS, DPS has tentatively awarded the City a grant in the amount of \$140,256;

WHEREAS, the City desires to accept this grant amount pursuant to the terms of the grant agreement;

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 Agreement between the City of Surprise and the Arizona Department of Public Safety, 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 # 2024-164
Exhibit A

1. Appropriation - This allocation below represents a reallocation of appropriation in the amount of \$140,300 within the Grants Fund from Contingency and \$21,100 within the General Fund to Project G31253 To provide victim services to crime victims pursuant to Victims of Crime Act of 1984 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	#G31253 FY25 VOCA	E	-	140,300	140,300
Grants	Police	#G31253 FY25 VOCA	R	-	140,300	140,300
Grants/Contingency	General Operations	Other	R	-	(140,300)	(140,300)
Grants/Contingency	General Operations	Contingency	E	-	(140,300)	(140,300)
General Fund	Police	Personnel Services	E	44,475,100	(20,100)	44,455,000
General Fund	Police	#G31253 FY25 VOCA	E	-	20,100	20,100

EXHIBIT B

SEE ATTACHED –

EXHIBIT B-1

(pgs. 5-34)

EXHIBIT B-2

(pgs. 35-58)

EXHIBIT B-1

Arizona Department of Public Safety, Victims of Crime Act (VOCA) Administration Unit

Equal Employment Opportunity Certification Form

Please read the instructions below carefully and complete the sections as indicated.

Subrecipient Agency Name:		
Address:		
Name of Contact Person:		
Title of Contact Person:		
Telephone # and Email Address of Contact Person:		
Date form completed:		
Select the relevant Organizational Category <u>and</u> the relevant Organizational Type		
☐ Non-Government (select type below) ☐ Nonprofit Organization ☐ Health Care or Hospital Facility ☐ Faith-based/Religious Organization ☐ Educational Institution ☐ Other	☐ Government Law Enforcement (select type below) ☐ County/Municipal Corrections ☐ State Corrections ☐ County/Municipal Law Enforcement ☐ State Law Enforcement ☐ Tribal Law Enforcement ☐ Special Jurisdiction Law Enforcement	☐ Government Non-Law Enforcement (select type below) ☐ County/Municipal Court ☐ State Court ☐ County/Municipal Prosecutor ☐ Attorney General ☐ County/Municipal Government ☐ State Government ☐ Tribe or Tribal Government ☐ Health Care or Hospital Facility ☐ Education Institution
Complete <u>ONLY</u> Section A <u>OR</u> Section B (based on the subrecipient's exemption status). <u>Do not complete both.</u>		
Section A: Declaration Claiming Complete Exemption from the EEOP Requirement - Check all that apply:		
☐ Less than 50 employees ☐ Nonprofit Organization	☐ Indian Tribe ☐ Educational Institution	☐ Medical Institution ☐ Receiving a single award(s) less than \$25,000
I, _____ [name of responsible official], certify that _____ [subrecipient agency name] is not required to prepare an EEOP for the reason(s) checked above.		
I further certify that _____ [subrecipient agency name] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.		
_____ Print Name and Title of Responsible Official		_____ Signature
Section B: Non-Exempt Organizations		
If subrecipient is not exempt based on Section A above, then the most recent EEOP and Utilization Report must be submitted to the Arizona Department of Public Safety with the Subgrant Award Agreement package. VOCA subrecipients are no longer required to submit the EEOP and Utilization Report to the federal Office for Civil Rights (unless they are a Direct Recipient of funds from DOJ).		
I certify that the most recent EEOP and Utilization Report has been uploaded in SAGE.		
_____ Print Name and Title of Responsible Official		_____ Signature



KATIE HOBBS
Governor

JEFFREY GLOVER
Director

ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

"Courteous Vigilance"

**U.S. Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer**

**Certifications Regarding Lobbying; Debarment,
Suspension and Other Responsibility Matters**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," 28 CFR Part 83, "Government-wide Debarment and Suspension."

The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

Certification Regarding Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Federal Taxes

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

Subrecipient (organization) name: _____

Address: _____

Signature of Authorizing Official

Date

Printed Name & Title of Authorizing Official

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: _____ Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ ☐ Not Applicable Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



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JEFFREY GLOVER Director

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Complying with Federal Civil Rights Program Requirements

Ensuring Access to Federally Assisted Programs

Federal laws prohibit recipients (and subrecipients) of federal financial assistance from discrimination on the basis of race, color, national origin, religion, sex, or disability in funded program or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients (and subrecipients) of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please refer to <http://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The United States Department of Justice (DOJ) regulation below has been modified and now applies not just to faith-based organizations but includes **all** VOCA subrecipients.

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, prohibits **all recipient organizations**, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith-based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the DOJ, Office of Justice Programs, Office for Civil Rights' (OCR) website at <https://ojp.gov/about/ocr/partnerships.htm>.

Faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. §10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain

prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Nondiscrimination Notification

DPS VOCA subrecipient agencies must have a method of notifying employees, clients, customers, or program participants that the subrecipient agency does not discriminate in employment practices or delivery of services and must have a written policy that includes the procedures for filing a complaint, and the names and contact information for the agencies that receive complaints.

Discrimination Complaints

Employees, clients, customers, or program participants of a DPS VOCA subrecipient who wish to file a complaint of discrimination, may file a complaint directly with the subrecipient; or with the Arizona Department of Public Safety VOCA Administration Unit (VOCACivilRights@azdps.gov); the Arizona Office of the Attorney General, Office for Civil Rights (<http://azag.gov/civil-rights/>); or the Office for Civil Rights (OCR), Office of Justice Programs, Department of Justice (<https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>).

Submitting Findings of Discrimination

If in the three years prior to the date of the grant award, a federal or state court or administrative agency makes an adverse finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS VOCA.

I, _____ (printed name of authorizing official), certify that _____ (name of subrecipient organization) will comply with the Federal Civil Rights Program requirements as outlined above.

Signature of Authorizing Official

Date

Printed Name and Title of Authorizing Official



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Proof of Nonprofit Status

Nonprofit subrecipients shall demonstrate nonprofit status by any of the following means:

- (1) Provide proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
- (2) A statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
- (3) A certified copy of a certificate of incorporation or similar document establishing nonprofit status; or
- (4) Any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate.

This documentation shall be returned to DPS with the signed Award Agreement.

I certify _____ (name of subrecipient organization) is a nonprofit agency and attached is documentation demonstrating proof of nonprofit status according to the requirements outlined in item number _____ listed above.

Signature of Authorizing Official

Date

Printed Name and Title of Authorizing Official



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Director

Certification regarding eligibility for de minimis rate of 10% of Modified Total Direct Costs (MTDC)

Pursuant to § 200.414 Indirect (F&A) Costs of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, any non-Federal entity that does not have a current negotiated (including provisional) indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph (d)(1)(B), may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in § 200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Additionally, pursuant to § 200.414(g), any non-Federal entity that has a federally negotiated indirect cost rate may apply for a one-time extension of a current negotiated indirect cost rate for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate.

I certify _____ (name of subrecipient organization):

☐

does not have a current negotiated (including provisional) indirect cost rate agreement and elects to charge a de minimis rate of 10% of modified total direct costs.

☐

has a current negotiated (including provisional) indirect cost rate agreement, of which will be provided to the Arizona Department of Public Safety.

Signature of Authorizing Official

Date

Printed Name and Title of Authorizing Official



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Certification regarding Non-Supplanting

As outlined in the U.S. Department of Justice, Office of Justice Programs, Federal Financial Guide, Federal funds must be used to **supplement** existing State and local funds for program activities and must not supplant those funds that have been appropriated for the same purpose. Furthermore, supplanting is defined as “to deliberately reduce State or local funds because of the existence of Federal funds. For example, when State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose.”

The following example is provided in the Federal Financial Guide to help clarify the difference between supplementing and supplanting:

State funds are appropriated to hire 50 new police officers, and Federal funds are awarded for hiring 60 new police officers. At the end of the year, the State has hired 60 new police officers with Federal funds and none with State funds. In this case, it may be considered a supplanting violation because the State used the Federal funds to supplant (rather than supplement) the hiring of new police officers.

As a subrecipient of Victims of Crime Act (VOCA) Assistance funds, each agency shall certify its understanding of and adherence to the prohibition against supplanting of State or local funds with Federal funds.

I certify that the _____ (name of subrecipient organization) will comply with the prohibition against supplanting as outlined above.

Signature of Authorizing Official

Date

Printed Name and Title of Authorizing Official



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Financial Management and System of Internal Controls

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

Agency Information

1. Name of Organization and Address:

Organization Name:
Street 1:
Street 2:
City: State: Zip Code:

2. Authorized Representative's Name and Title:

Prefix: First Name: Middle Name:
Last Name: Suffix:
Title:

3. Phone: 4. Fax:
5. Email: 6. Year Established:
7. Employer Identification Number (EIN):
8. Unique Entity Identifier (UEI) Number:

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)?

☐ Yes

☐ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

☐ Yes

☐ No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

☐ Yes

☐ No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

Audit Information

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)? (Please check all that apply):

- ☐ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- ☐ Financial Statement Audit
- ☐ Defense Contract Agency Audit (DCAA)
- ☐ Other Audit & Agency (list type of audit):
- ☐ None (if none, skip to Question 13)

11. Most Recent Audit Report Issued:

- ☐ Within the last 12 months
- ☐ Within the last 2 years
- ☐ Over 2 years ago
- ☐ N/A

Name of Audit Agency/Firm:

12. On the most recent audit, what was the auditor's opinion?

- ☐ Unqualified Opinion
- ☐ Qualified Opinion
- ☐ Disclaimer, Going Concern or Adverse Opinions
- ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0"):

Enter the dollar amount of questioned costs (if none, enter "\$0"):

Were material weaknesses noted in the report?

☐ Yes

☐ No

Accounting System Standards

13. Which of the following best describes the applicant entity's accounting system:

- ☐ Manual
- ☐ Automated
- ☐ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

☐ Yes

☐ No

☐ Not sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

☐ Yes

☐ No

☐ Not sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

☐ Yes

☐ No

☐ Not sure

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate

charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?

☐ Yes

☐ No

☐ Not sure

18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?

☐ Yes

☐ No

☐ Not sure

19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?

☐ Yes

☐ No

☐ Not sure

Property Standards and Procurement Standards

20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award fund (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?

☐ Yes

☐ No

☐ Not sure

21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?

☐ Yes

☐ No

☐ Not sure

22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?

☐ Yes

☐ No

☐ Not sure

22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?

☐ Yes

☐ No

☐ Not sure

23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity/individual that is suspended/debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended/debarred sub-grantees and contractors, prior to award?

☐ Yes

☐ No

☐ Not sure

Travel Policy

24. a) Does the applicant entity:

a) maintain a standard travel policy?

☐ Yes

☐ No

b) adhere to the Federal Travel Regulation (FTR)?

☐ Yes

☐ No

Designation as High Risk by Other Federal Agencies

25. Is the applicant entity designated as "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☐ Yes

☐ No

☐ Not sure

If "Yes", provide the following:

- a) Name(s) of the federal awarding agency:
- b) Date(s) the agency notified the applicant entity of the "high risk" designation:
- c) Contact information for the "high risk" point of contact at the federal agency:
- Name:
- Phone:
- Email:
- d) Reason for "high risk" status, as set out by the federal agency:
-

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Signature: Date:

Name: Phone:

Title: ☐ Executive Director

☐ Chief Financial Officer

☐ Chairman

☐ Other:



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Applicant Disclosure of High-Risk Status

The subrecipient must disclose whether it, currently or at any time during the course of the period of performance under this award, is designated "high risk" by a federal or state grant-making agency outside of the Arizona Department of Public Safety (DPS). For purposes of this disclosure, high risk includes any status under which a federal or state awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. If the subrecipient is, currently or at any time during the course of the period of performance under this award, designated high risk by another federal or state awarding agency, the subrecipient must provide the following information:

- (1) The federal or state awarding agency that currently designates the subrecipient high risk.
- (2) The date the subrecipient was designated high risk.
- (3) The high-risk point of contact at that federal or state awarding agency (name, phone number, and email address)
- (4) The reasons for the high risk status, as set out by the federal or state awarding agency.

DPS seeks this information to help ensure appropriate oversight of DPS awards. A subrecipient that is considered "high risk" by another federal awarding agency is not automatically disqualified from receiving an award. DPS may, however, impose additional oversight of the award.

Complete the section below by responding as appropriate:

I certify _____ (name of subrecipient organization)

☐ has not been notified as having been designated high-risk by any federal or state grant making agency, nor has it been placed under any status requiring additional oversight by a federal or state agency due to past programmatic or financial concerns.

☐ has been notified as having been designated high-risk by a federal or state grant making agency, and the information to be provided as described in 1-4 above is attached to this disclosure.

Signature of Authorizing Official

Date

Printed Name and Title of Authorizing Official



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DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
- Arizona Department of Public Safety
VOCA Administration, MD 1335
P. O. Box 6638
Phoenix, AZ 85005-6638
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant agency, I hereby certify that the applicant will comply with the above certifications.

Signature of Authorizing Official

Date

Printed Name and Title of Authorizing Official



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JEFFREY GLOVER Director

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Determination of Suitability Required, In Advance, For Certain Individuals Who May Interact with Participating Minors

The VOCA subrecipient, subrecipient contractors, subcontractors and consultants providing services to minors must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

This certified assurance requires that subrecipients prepare *determinations of suitability* to interact with minors in advance of any individual being permitted to interact with minors as part of the VOCA-funded program. In order to aid the subrecipient programs in complying with this certified assurance, the DPS will provide a *Determination of Suitability to Interact with Minors* form that can be uploaded with each VOCA grant.

The details of this requirement are summarized below and are posted on the Office of Justice Programs website at: <https://www.ojp.gov/funding/explore/interact-minors>.

1. *Advance determination regarding suitability.* The subrecipient may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the recipient or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors.
2. *Updates and reexaminations.* The subrecipient must, at least every five years, update the criminal background searches and reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination. The subrecipient also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.
3. *Definitions –* a) “Covered individual” means any individual (other than a participating minor, as defined in this condition, or a client of the subrecipient) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the subrecipient. Such an individual might be an employee of a subrecipient, but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher. b) “Participating minor” means all individuals under 18 years of age receiving services under the VOCA-funded project. c) “Interaction” includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. Interaction does not include brief, unexpected or unintentional contact and those contacts where there is another adult present, pursuant to written policies and procedures of the subrecipient, that are designed to ensure that –throughout the contact—an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally

accompany, and remain continuously within view and earshot of, the covered individual. d) "Activities under the award" mean activities carried out under the VOCA award, using VOCA funds, matching funds, or program income. Activities also include actions taken by an entity or individual pursuant to a procurement contract under the subaward at any tier. e) "Current and appropriate information" means, in addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the subrecipient's own written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

(1) Public sex offender and child abuse websites/registries. A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably- accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including-- (a) the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);

(b) the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and (c) the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

(2) Criminal history registries and similar repositories of criminal history records. For each individual at least 18 years of age who is a covered individual under the VOCA subaward, a fingerprint search (or, if the subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including-- (a) the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and (b) the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

4. *Factors and considerations in determinations regarding suitability*. In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the subrecipient's written policies and procedures, in making a determination regarding suitability, the subrecipient must consider the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the subrecipient may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual—

A) Withholds consent to a criminal history search required by this condition;

- B) Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
- C) Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;
- D) To the knowledge of the recipient (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):
 - (1) sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
 - (2) rape/sexual assault, including conspiracy to commit rape/sexual assault;
 - (3) sexual exploitation, such as through child pornography or sex trafficking;
 - (4) kidnapping;
 - (5) voyeurism; or
- E) Is determined by a federal, state, tribal, or local government agency not to be suitable.

5. *Administration; rule of construction.* a) The requirements of this condition will be monitored by DPS. These requirements apply as of the date of acceptance of the subaward, and throughout the remainder of the period of performance. b) The subrecipient is to contact DPS with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered. c) DPS may allow awarded funds to be used, in part, for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition, provided that such funds would not supplant non-federal funds that would otherwise be available for such costs. d) Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

6. *Written policies and procedures.* Subrecipients are required to prepare written policies and procedures pertaining to this certified assurance and provide those written policies and procedures to DPS. The procedures should identify the sources of information the subrecipient organization intends to use to support the determination of suitability to interact with minors (e.g. the National Sex Offender Registry).

7. *Advising Covered Individuals.* All employees, volunteers, contractors and consultants who are deemed to be a covered individual, should be properly advised of this new certified assurance and the need for a determination of suitability by the subrecipient organization. This may require subrecipient organizations to develop a form to be completed by covered individuals that would ask certain questions necessary to aid the subrecipient in making the determination of suitability. At a minimum, the notice should request names and aliases used by the covered person in the immediate 5 years prior to the request, and all cities and states the covered individual has lived, worked or gone to school in the 5 years prior to the request.

8. *Determination of suitability to interact with participating minors form.* This form will be provided by DPS and should be submitted to DPS annually. The form should list all covered

individuals deemed suitable to interact with participating minors, the date the covered individual(s) received the designation of suitability by the subrecipient organization, when the next review will be initiated, and the screening(s) to be performed. This determination must be made every five years for each covered individual. Those individuals deemed not suitable to provide services to minors should not be listed on the form and should not be permitted to interact with participating minors under the VOCA subaward.

I, _____ (printed name of authorizing official), certify that the _____ (name of subrecipient organization) will comply with the Determination of Suitability to Interact With Participating Minors requirements as outlined above.

Signature of Authorizing Official

Date

Title of Authorizing Official

ARIZONA DEPARTMENT OF PUBLIC SAFETY (DPS)
Victims of Crime Act (VOCA) Administration Unit
DETERMINATION OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS IN VOCA-FUNDED PROJECT

DPS Grant Agreement No. _____

Subrecipient Agency Name: _____

Pursuant to the VOCA Certification, effective October, 1, 2020, VOCA-funded personnel, match personnel, volunteers, consultants and contractors who interact with minors must have a criminal background check **every five years**. All of the requirements for this Certification can be found at <https://www.ojp.gov/funding/explore/interact-minors>. Please read the entirety of this Certification before completing this form and performing the criminal background checks.

Individual(s) Names	Identify Relationship to VOCA Project	Date of Criminal	Date Next Background
<u>Suitable to Interact With Minors</u>	<u>Employee/Match/Volunteer/Consultant/Contractor</u>	<u>Background Check</u>	<u>Check Will Be Due</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

[illegible]

I, _____ (Authorizing Official), certify that criminal background checks have been performed on the above named individual(s) and the above named individual(s) associated with the VOCA-funded project are designated as suitable to interact with participating minors within the VOCA-funded project pursuant to the condition found at: <https://www.ojp.gov/funding/explore/interact-minors>.
Note: Criminal background checks should be checked for all aliases provided by the individual. In addition, criminal background checks should be done for all states in which the individual lived, worked or went to school the 5 years prior to the background check.

Those receiving background checks should receive written notification in order to give the individual the opportunity to provide the required information for the criminal background check, pursuant to the subrecipient's written policies and procedures.

I understand that criminal background checks are required every five years and individuals will not be found suitable to interact with minors in the course of activities under the VOCA award if an individual:

- a) Withholds consent to a criminal history search required by this certified assurance;
- b) Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;
- c) Is listed as a registered sex offender on the National Sex Offender Public Website;
- d) To my knowledge, has been convicted whether as a felony or misdemeanor under federal, state, tribal or local law for any of the following crimes:
 - 1) Sexual or physical abuse, neglect, or endangerment of an individual under 18 at the time of the offense;
 - 2) Rape/sexual assault, including conspiracy to commit rape/sexual assault;
 - 3) Sexual exploitation, such as through child pornography or sex trafficking;
 - 4) Kidnapping;
 - 5) Voyeurism; or
 - 6) Is determined by a federal, state, tribal, or local government agency not to be suitable

Note: The Arizona Department of Public Safety is required to monitor compliance with this grant condition.

Signature: _____
Authorizing Official

Date: _____

SUBGRANT AWARD REPORT - FEDERAL FISCAL YEAR 2025

Please read all instructions carefully and thoroughly, then complete this spreadsheet for each VOCA project.

The following information is collected as part of the Subgrant Award Report (SAR). The SAR is a requirement for State Administering Agencies (SAAs) that receive Victims of Crime Act of (VOCA) funding from the Office for Victims Crime (OVC) to deliver victim assistance services. OVC uses the SAR to collect subgrantee organization type, subgrantee service capacity, subaward amounts, and subgrantee service areas to respond to different types of data requests. SAAs use the SAR to share with OVC basic information on subgrantee recipients and the program activities that will be implemented with VOCA plus match funds.

AGENCY NAME:

VOCA APPLICATION ID:

(i.e. 2025-VOCA-ABC-00123)

STAFFING

- 1 Total number of paid staff for all subgrantee victimization program and/or services (including VOCA and match staff).**

(whole number only)

Instructions: Report the total number of paid staff for your program, regardless of funding source.

You should include both VOCA-funded and non-VOCA funded positions:

- Count each staff person once. Both full-time and part-time staff should be counted as one staff member.
- Do not prorate based on a full-time equivalent (FTE).
- Only enter whole numbers.

Any staff member that supports a subgrantee victimization program and/or service counts as one position, regardless of the percentage of time they devote. If two staff members each spend 50 percent of their time on victimization programs, then the SAR would reflect two positions in Question 1.

- 2 Number of volunteer staff supporting the work of this VOCA award (plus match) for subgrantee's victimization program and/or services.**

(whole number only)

Instructions: Report the number of volunteers supporting the work of this award with VOCA plus match funds.

- Count each volunteer once.
- Do not prorate.
- Only enter whole numbers.

- 3 Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization program and/or services.**

(whole number only)

Instructions: Report the total number of volunteer hours to be worked by all volunteers supporting the work of this VOCA award plus match. This should be a count of all volunteer hours that support the activities of your VOCA Assistance program, even if they are not used as match.

Example: You may have 100 volunteers who contribute time valued at \$10,000 to your VOCA Assistance program. However, you may only need to provide a match of \$8,000 for your project. Even though you don't need to count all of the volunteer hours as part of your match, it remains important to reflect all of the volunteer hours in this question. OVC wants to know the total count of hours worked by ALL volunteers who support your agency's Victim Assistance program.



ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

"Courteous Vigilance"

KATIE HOBBS Governor JEFFREY GLOVER Director

Victims of Crime Act (VOCA) Victim Assistance Grant Program

Boycott of Israel Disclosure

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all subrecipients must select one of the following (**SELECT ONLY ONE**):

- ☐ A. The Subrecipient (Company) **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- ☐ B. The Subrecipient (Company) **does** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*

☐ C. Exempt Contract or Subrecipient.

If selecting C (Exempt Contract or Subrecipient), indicate which of the following statements applies to this Contract:

- ☐ Contract has an estimated value of less than \$100,000;
- ☐ Subrecipient is a sole proprietorship;
- ☐ Subrecipient has fewer than ten (10) employees; and/or
- ☐ Subrecipient is a non-profit organization.

Subrecipient Organization (Company):

Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Authorizing Official:

Printed Name: _____

Title: _____

Signature: _____ **Date:** _____

EXHIBIT B-2

ARIZONA DEPARTMENT OF PUBLIC SAFETY**VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM****FEDERAL GRANT# SLFRP1962****CFDA #21.027****SUBGRANT AWARD AGREEMENT****SUBRECIPIENT**

AGENCY: City of Surprise Police Department

ADDRESS: 14250 W. Statler Plaza #103

CITY: Surprise

STATE: Arizona

ZIP: 85374-7481

UNIQUE ENTITY IDENTIFIER: CNDLLN6WTTE3

PROJECT TITLE: Victim Assistance Unit- Surprise Police Department Renewal**AWARD AMOUNT:** \$140,256**REQUIRED MATCH (NON-FEDERAL SOURCE):** \$35,064**PROJECT PERIOD:** 10/01/2024 to 09/30/2025**PROJECT PURPOSE:** To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, U.S. Code, Title 34, Subtitle II, Chapter 201, Subchapter I, § 20101, et seq. as amended, and specifically 34 U.S.C. §20103.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the most recent version of the general conditions, which are incorporated here by reference, and certifications; the most recent version of the Department of Justice Grants Financial Guide; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 and supplemented by the Department of Justice in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements"); Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38 (as amended on May 4, 2016), 46, 61 Appendix D, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.); the Indian Civil Rights Act (25 USC §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq.); the Age Discrimination Act of 1975 (42 USC § 6101-07 and 28 CFR § 42.700 et seq.); Title IX of the Education Amendments

of 1972 (20 USC § 1681, 1683, 1685-86 and 28 CFR pt. 54); the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (34 USC § 10228(c) and 28 CFR § 42.201 et seq.); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, (34 USC § 11182(b)); Section 1407 of the Victims of Crime Act (VOCA) of 1984 (34 USC § 20110(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC § 12131-34 and 28 CFR pt. 35); and Partnerships with Faith-Based and Other Neighborhood Organizations (28 CFR pt. 38 and Executive Order 13279 as amended by Executive Order 13559); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay the subrecipient the AWARD AMOUNT in the below shown sums per periods listed:

Approved Budget

Federal VOCA Amount

Budget line items	10/1/2024 - 9/30/2025	10/1/2025 - 9/30/2026	10/1/2026 - 9/30/2027	Total
Personnel - Salary	\$96,193	\$0	\$0	\$96,193
Personnel - Fringe Benefits	\$36,023	\$0	\$0	\$36,023
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$3,722	\$0	\$0	\$3,722
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$4,318	\$0	\$0	\$4,318
Total	\$140,256	\$0	\$0	\$140,256

Match Amount

Budget line items	10/1/2024 - 9/30/2025	10/1/2025 - 9/30/2026	10/1/2026 - 9/30/2027	Total
Personnel - Salary	\$0	\$0	\$0	\$0
Personnel - Fringe Benefits	\$0	\$0	\$0	\$0
Volunteers	\$14,961	\$0	\$0	\$14,961
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0
Match Waiver	\$20,103	\$0	\$0	\$20,103
Total	\$35,064	\$0	\$0	\$35,064

For the Arizona Department of Public Safety:

Jeffrey Glover, Colonel
Director
Arizona Department of Public Safety

Date

For the Subrecipient:

Authorizing Official:

Benny Pina

Date

Approved as to form:

Attorney for Subrecipient (optional)

ARIZONA DEPARTMENT OF PUBLIC SAFETY
VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM
SUBGRANT AWARD AGREEMENT

General Conditions

- 1.0 Definition of Terms.** As used in this subgrant award agreement, the terms listed below are defined as follows:
- 1.1 “Agreement” means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
 - 1.2 “Agreement Amendment” means a written online document requested by the subrecipient agency for the purpose of making changes in the agreement and approved by the Arizona Department of Public Safety.
 - 1.3 “Application” means a written online Request for Grant Application (RFGA).
 - 1.4 “Days” means calendar days unless otherwise specified.
 - 1.5 “Direct Service” means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
 - 1.6 “Director” means the Director of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
 - 1.7 “DPS” means the Arizona Department of Public Safety.
 - 1.8 “Grant” means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
 - 1.9 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.10 “Match” means additional resources (cash or in-kind) provided by the subrecipient to support the DPS VOCA funded project. Cash match shall be from a non-Federal source.
 - 1.11 “Project” means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this subgrant award agreement only.
 - 1.12 “Services” means the furnishing of labor, time or effort by a subrecipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist

victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.

- 1.13 “State” means the State of Arizona and Department or Agency of the State that executes the subgrant award agreement.
- 1.14 “Subgrant award agreement” means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
- 1.15 “Subrecipient” means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.
- 1.16 “VOCA” means Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20101, et seq.

2.0 Subgrant award agreement interpretation.

- 2.1 Arizona Law. Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.
- 2.2 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant award agreement, the following shall prevail in the order set forth below:
 - 2.2.1 Special Conditions;
 - 2.2.2 General Conditions;
 - 2.2.3 DPS / VOCA Guidelines;
 - 2.2.4 Federal VOCA Guidelines; DOJ Grants Financial Guide; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200.
- 2.3 Relationship of parties. The subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.
- 2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.
- 2.5 No parole evidence. This subgrant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.6 No waiver. Either party’s failure to insist on strict performance of any condition of the subgrant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Subgrant award agreement administration and operation.

- 3.1 **Non-Discrimination.** The subrecipient shall comply with State Executive Order No. 2023-01 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including A.R.S. § 41-1461, et seq., Title VI of the Civil Rights Act of 1964, as amended, the Indian Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Partnerships with Faith-Based and Other Neighborhood Organizations.

If in the three years prior to the date of the grant award, a federal or state court or administrative agency makes an adverse finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS.

- 3.1.1 **Providing Services to Limited English Proficiency (LEP) Individuals.** Recipients (and subrecipients) must ensure that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, recipients and subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees (and subgrantees) to help them comply with Title VI requirements. The guidance document can be accessed on the internet at www.lep.gov.
- 3.1.2 **Faith-Based Organizations.** Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund explicitly religious activities. While faith-based organizations can engage in non-funded explicitly religious activities, they shall be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
- 3.1.3 **Equal Employment Opportunity Plan.** The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.

3.1.4 Civil Rights Compliance Review. The subrecipient shall provide relevant information regarding civil rights policies and procedures during the DPS-VOCA Civil Rights Compliance Review process.

3.2 Certification Regarding Lobbying. Subrecipients entering into a VOCA grant or cooperative agreement over \$100,000 shall certify that no Federal funds have been paid or will be paid, by or on behalf of the subrecipient, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, subrecipients shall disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.

3.2.1 Lobbying Activities. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government. Furthermore, the subrecipient understands and agrees that it cannot use any federal funds to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award.

Should any question arise as to whether a particular use of Federal funds by the subrecipient would or might fall within the scope of this prohibition, the subrecipient shall contact DPS for guidance, and may not proceed without the express prior written approval of DPS.

3.3 Required reports. The subrecipient will submit reports on such data in such form and at such times as required by DPS, to include:

3.3.1 Subgrant Award Report is due no later than October 30th of Year 2 and Year 3 of the grant cycle;

3.3.2 Monthly financial reports are due no later than the 15th of each month;

3.3.3 Quarterly statistical and programmatic reports are due no later than 30 days following the close of each quarter (the subrecipient agrees to collect and maintain data that measure the performance and effectiveness of work under this award);

3.3.4 Final Request to Reprogram Funds (if necessary) is due no later than June 30th of each fiscal year within the grant cycle;

3.3.5 Year-end amendment is due in conjunction with the final Monthly Financial Report which is due no later than October 15th; and

3.3.6 All obligations properly incurred by September 30th of each fiscal year within the grant cycle must be liquidated no later than November 30th. Any funds not liquidated by November 30th will revert to DPS;

3.3.7 the Annual Report is due no later than October 30th of each fiscal year within the grant cycle.

Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.

- 3.4 Disclosure of High Risk Status. If the subrecipient is designated “high risk” by a federal or state grant-making agency outside of DPS, currently or at any time during the course of the period of performance under this award, the recipient must disclose the fact and certain related information to DPS. For the purposes of this disclosure, high risk includes any status under which a federal or state awarding agency provides additional oversight due to the subrecipient’s past performance, or other programmatic or financial concerns with the subrecipient. If the subrecipient is designated high risk by another federal or state awarding agency, the subrecipient must provide the following information: (1) the federal or state awarding agency that designates the subrecipient high risk; (2) the date the subrecipient was designated high risk; (3) the high risk point of contact at that federal or state awarding agency (name, phone number, and email address); (4) the reasons for the high risk status, as set out by the federal or state awarding agency.

In the event DPS determines that the subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, additional financial or programmatic documentation may be required.

- 3.5 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until March 31, 2031. In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice’s Office for Victims of Crime and/or the Office of the Chief Financial Officer (or its representatives) to review all of the subrecipient’s records concerning this grant project.
- 3.6 Capital equipment. Any purchase of capital equipment shall be approved by DPS prior to purchase to include submission of the subrecipient’s procurement or purchasing policies and procedures and related quote(s) for item purchase. The subrecipient shall maintain all capital equipment and furniture (costs in excess of \$5,000 per unit) purchased through this subgrant award agreement in accordance with the DOJ Grants Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture shall be used for victim services as identified in the subrecipient’s application and this subgrant award agreement. Any deviation from this provision shall be approved in writing by DPS.
- 3.7 Client Assistance, Emergency Financial Assistance, Transitional Housing, and Relocation. Subrecipients receiving VOCA funds for client assistance, emergency financial assistance, transitional housing, and relocation services must submit the policies, procedures and rules governing the provision of the assistance for review and approval. The subrecipient agrees to revise any policy, procedure or rule DPS determines to be unallowable or does not conform to appropriate internal controls for suitable use of the funds and protection from fraud, waste or abuse.

- 3.8 Contracts for Professional Services. Subrecipients receiving VOCA funds for contracting for specialized professional services that are not available within the subrecipient organization must maintain signed agreements for consultant/contractual services and provide copies of the agreements to DPS prior to the use of VOCA funds for such services.
- 3.9 Noncompetitive approach in procurement contracts. The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

- 3.10 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a subrecipient purchases ownership with support through this subgrant award agreement.
- 3.11 Research or statistical information. The subrecipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.12 Non-Disclosure of Confidential or Private Information. The subrecipient shall, to the extent permitted by law, reasonably protect the confidentiality and privacy of persons receiving services under this program and shall abide by the Non-Disclosure of Confidential or Private Information rules as outlined in the DPS-VOCA Guidelines.
- 3.13 Site inspections. The continuance of the subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.
- 3.14 Audit requirements. The subrecipient shall comply with the audit requirements of Title 2 C.F.R. Subpart F (§ 200.500 et seq.) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the DPS VOCA guidelines. If an audit is required, a copy of the audit report shall be sent to DPS.

The subrecipient understands and agrees that DPS may withhold award funds, or may impose other related requirements, if (as determined by DPS) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

- 3.15 Financial statement availability. The nonprofit subrecipient shall make its financial statements available online (either on the subrecipient's or another publicly available website). Subrecipient organizations that have Federal 501(c)(3) tax status are considered in compliance with this requirement to the extent that such organizations file IRS Form

990 or similar tax documents (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

- 3.16 Certification of nonprofit status. The nonprofit subrecipient shall certify its nonprofit status by submitting a statement to DPS affirmatively asserting that the subrecipient is a nonprofit organization, and by providing either 1) a copy of its 501(c)(3) designation letter; 2) a letter from the Arizona Department of Revenue or Arizona Attorney General's Office stating that the subrecipient is a nonprofit organization operating within Arizona; or 3) a copy of the agency's Arizona certificate of incorporation that substantiates its nonprofit status. Subrecipients that are local nonprofit affiliates of Arizona or national nonprofits should have available proof of (1), (2) or (3), and a statement by the Arizona or national parent organization that the subrecipient is a local nonprofit affiliate.
- 3.17 Potential fraud, waste, abuse or misconduct. The subrecipient shall promptly notify the DOJ Office of the Inspector General (OIG) and DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has in connection with funds under this award either (1) submitted a false claim for grant funds under the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award shall be reported to the OIG by (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530; and/or (3) facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 3.18 Restrictions and certifications regarding non-disclosure agreements and related matters. No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient—
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employee or contractors that currently prohibit

or otherwise currently restricts (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that making agency.

2. If the subrecipient does or is authorized under this award to make subgrants, procurement contracts, or both—

a. It represents that –

- i. It has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. It certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

3.19 Compliance with 41 U.S.C. § 4712 (including prohibitions on reprisal; notice to employees). The subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. § 4712, including all applicable provisions that prohibit under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rules, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. § 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. § 4712 to this award, the subrecipient is to contact the OJP and DPS for guidance.

- 3.20 Prohibited activities. The following activities are prohibited under this subgrant award agreement: 1. New construction. 2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain, a wetland, or habitat for an endangered species. 3. A renovation which will change the basic prior use of a facility or significantly change its size. 4. Research and technology whose anticipated and future application could be expected to have an effect on the environment. 5. Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories).
- 3.21 Subgrant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 3.22 System for Award Management. The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website (www.sam.gov).
- 3.23 Employment eligibility verification for hiring under the award.
1. The subrecipient must:
 - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2), A.R.S. § 41-4401 and A.R.S. § 23-214.
 - B. Notify all persons associated with the subrecipient who are or will be involved in activities under this subaward of both (1) this award requirement for verification of employment eligibility, and (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - D. As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring – DPS is responsible for monitoring subrecipient compliance with this condition.

3. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, DPS may allow subrecipients to use VOCA funds, if awarded for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process - For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation" to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2). Questions about E-Verify should be directed to the Department of Homeland Security (DHS). For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DPS, before award acceptance.

- 3.24 Requirement of report actual or imminent breach of personally identifiable information (PII). The subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable

information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to DPS no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3.25 Unreasonable restrictions on competition under the award; association with federal government.

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this subaward, whether by the recipient (DPS) or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring - The DPS's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, DPS may allow subrecipients to use VOCA funds, if awarded for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

- 3.26 Compliance with restrictions on the use of federal funds – prohibited and controlled equipment under OJP awards. Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the subrecipient at any tier to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP website at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

4.0 Cost and Payments.

- 4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA Assistance funds.
- 4.2 Match waiver. Any award made with a match waiver pending approval from DPS, in accordance with the U.S. Department of Justice’s match waiver approval process, is subject to reduction if the match waiver is not approved.
- 4.3 Compliance. Failure of the subrecipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget may be subject to immediate cancellation. The subrecipient shall not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.
- 4.4 No charge to victims. Subrecipients shall provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.
- 4.5 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and shall not be used to supplant state and local funds that would otherwise be available for crime victim services. See sections 1401(a)(2) and 1404 (b)(1) and (2) of the Victims of Crime Act (VOCA) of 1984, and 34 U.S.C. 20103(a)(2) and (b)(1) and (2).
- 4.6 Mandated services. The subrecipient shall not utilize VOCA funds to support legally mandated services.

- 4.7 **Funds management.** The subrecipient shall provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Grants Financial Guide, effective edition.
- 4.8 **Unexpended funds.** The subrecipient shall immediately contact DPS to make arrangements to amend its budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.
- 4.9 **Matching funds.** The subrecipient shall commit, track and report matching funds at approximately the same percentage rate as VOCA expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. If the rate of VOCA expenditures reported surpasses the rate of match expenditures reported by more than 10%, the subgrant award agreement is subject to cancellation.
- 4.10 **Training and conference expense.** The subrecipient agrees to comply with all applicable laws, regulations, policies, and Official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.
- 4.11 **Training or training materials.** The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
- 4.12 **Duplicate funding.** The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient shall promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.

5.0 Subgrant Award Agreement Changes.

- 5.1 **Agreement Amendment.** This subgrant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 **Assignment of duties.** The subrecipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.

- 5.3 Scope of work. Awards are based on information presented in the subrecipient's on-line application. Any deviation from the scope of the project as stated in subrecipient's application shall be approved in writing by DPS prior to the use of such funds.
- 5.4 Subcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this subgrant award agreement.

6.0 Indemnification.

Subrecipient Indemnification. To the fullest extent permitted by law, Contractor (as "Indemnitor") shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

7.0 Grant Remedies.

- 7.1 Requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this subaward on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the subaward, and specifically adopts all such assurances or certifications as if personally executed by the authorized subrecipient official.

Failure to comply with any one or more of these award requirements—whether a condition set out in full, a condition incorporated by reference, or a certification or assurance related to conduct during the award period—may result in DPS taking appropriate action with respect to the subrecipient and the award. Among other things, DPS may withhold award funds, disallow costs, or suspend or terminate the award. DPS, the Department of Justice (DOJ), including the Office of Justice Programs, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to DPS or DOJ (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. § 10271-10273), and also may lead to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

- 7.2 Right to Assurance. If DPS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant award agreement.

- 7.3 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient shall submit written documentation to DPS explaining steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subrecipient shall submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

8.0 Grant Termination.

- 8.1 Cancellation for conflict of interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the subrecipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the cancellation notification.

- 8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the subrecipient.
- 8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a subgrant award agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.
- 8.4 Termination for convenience. DPS reserves the right to terminate the subgrant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the subrecipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification.
- 8.5 Termination for default. In addition to the rights reserved in the contract, DPS may terminate the subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant award agreement. DPS shall provide a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification. The subrecipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the Director or his designee.
- 8.6 Continuation of performance through termination. The subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.
- 8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

9.0 Arbitration.

The parties to this subgrant award agreement agree to resolve all disputes arising out of or relating to this subgrant award agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes (Title 41, Chapter 23).

10.0 Other Service Requirements and Prohibited Activities.

- 10.1 Collaboration. The subrecipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.
- 10.2 Demographics. The subrecipient agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance through this project, where such information is voluntarily furnished by the victim.
- 10.3 Key staff changes. The subrecipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.
- 10.4 Vacancies. The subrecipient agrees to promptly notify DPS in writing when any VOCA funded or match employee position is vacated and when any VOCA funded or match employee position is filled.
- 10.5 Surveys. The subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).
- 10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient shall designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator shall receive victim compensation training from his/her county attorney's office or complete the Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module. If training has not been received, the subrecipient shall arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.7 Victims' Rights. The subrecipient agrees to notify victims of Victims' Rights (A.R.S. Title 13, Chapter 40 Crime Victims' Rights; and A.R.S. Title 8, Chapter 3, Article 7 Victims' Rights for Juvenile Offenses) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Subrecipients shall ensure that all DPS-VOCA funded and match staff and their first line supervisor have attended a victims' rights presentation from the Arizona Attorney General's Office.

- 10.8 Civil Rights. The subrecipient shall designate a Civil Rights Contact Person within its agency. This person shall complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient shall ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.9 Volunteers. The subrecipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. The use of volunteers is a current and ongoing requirement for all projects.
- 10.10 Text messaging policy. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice (DOJ) encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.11 Human Trafficking. The subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 10.12 Consolidated Appropriations Act. The subrecipient shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Acts of 2020, 2021, and 2022, are set forth below.

Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of a restriction set out in this award condition, the recipient is to contact DPS for guidance, and may not proceed without the express prior written approval of DPS.

Publicity or Propaganda. Federal funds are not legally available, and may not be used (whether directly or indirectly, including by private contractors), for publicity or propaganda purposes not authorized by Congress.

Employee Trainings. Federal funds are not legally available, and may not be used, for any employee training that:

1. does not meet identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties;
2. contains elements likely to induce high levels of emotional response or psychological stress in some participants;
3. does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation;

4. contains any methods or content associated with religious or quasi-religious belief systems or “new age” belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or
5. is offensive to, or designed to change, participants’ personal values or lifestyle outside the workplace.

Nothing in this provision prohibits, restricts, or otherwise precludes an agency from conducting training bearing directly upon the performance of official duties.

Nondisclosure policies, forms, and agreements. Federal funds are not legally available, and may not be used, to implement or enforce any nondisclosure policy, form, or agreement, if such policy, form, or agreement does not contain the following provisions:

“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing federal statute or Executive Order relating to 1) classified information; 2) communications to Congress; 3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or 4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and federal statutory provisions are incorporated into this agreement and are controlling.”

Acorn and related organizations. Absent express prior written approval from OJP, federal funds may not be provided to the Association of Community Organizers for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

Nondiscrimination in programs involving students. Funds appropriated under the Department of Justice Appropriations Acts of 2020, 2021, and 2022, and awarded by OJP are not legally available, and may not be used, to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or those of their parents or legal guardians.

Blocking of pornography on computer networks. Funds appropriated under the Department of Justice Appropriations Acts of 2020, 2021, and 2022, and awarded by OJP are not legally available and, may not be used, to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication, or other law enforcement or victim assistance-related activity.

Award or incentive fees to contractors. Funds appropriated under the Department of Justice Appropriations Acts of 2020, 2021, and 2022, and awarded by OJP are not legally available, and may not be used, to pay award or incentive fees for contractor performance that has been judged to be below satisfactory performance or for performance that does not meet the basic requirements of a contract.

Use of funds in connection with abortion. Fund appropriated under the Department of Justice Appropriations Acts of 2020, 2021, and 2022, and awarded by OJP are not legally available, and may not be used – (1) to pay for an abortion, except where the life of the mother would be endangered if the fetus were carried to term, or in the case of rape or incest; or (2) to require any person to perform, or facilitate in any way the performance of, any abortion.

“Pay-to-stay” at local jails. Funds appropriated to the Department of Justice through an annual appropriations statute and awarded by OJP are not legally available to, and may not be provided to, any local jail that runs a “pay-to-stay” program. (Monies in the Crime Victims Fund are not appropriated through an annual appropriations statute.)

- 10.13 Israel Boycott Divestments. Subrecipient warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above general conditions.

Subrecipient (organization) Name: _____

Signature: _____ Date: _____
 Authorizing Official

Printed Name and Title of Authorizing Official



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024
Submitting Department: Arts, Culture & Library
Department
Staff Recommendations:

Contact Person: Julie Akerly, Acting Director
District: Citywide

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

Consideration and action pertaining to approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$13,600 and authorization to accept a grant award from the Arizona Commission on the Arts; Resolution #2024-165.

Motion:

I move to approve Resolution #2024-165.

Background:

The Arizona Commission on the Arts provides general operating support for nonprofit organizations and municipal departments whose primary mission is to produce, present, teach, or serve the arts. The Arts and Culture Division applied for the grant and has been awarded \$13,555 to offer arts and culture programming and services to the community.

Objective Analysis:

This grant supports the production, presentation, education, and services of the arts.

Policy Compliant:

This item is compliant with city policy.

Financial Impact:

This one-time grant includes \$13,555 for expenses related to arts and culture programs and services. There is no City match requirement.

Budget Impact:

This action requires a budget amendment to the Fiscal Year 2025 budget moving budget in the amount of \$13,600 from General Contingency to the Grants Fund to Project #G53010. 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 - Budget Amendment FY25 AZCACC Grant
 2. Creative Capacity Grant Award Agreement
-

RESOLUTION # 2024-165

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ACCEPT A GRANT AWARD FROM THE ARIZONA COMMISSION ON THE ARTS AND AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$13,600 FROM CONTINGENCY TO PROJECT G53010 IN THE GRANTS FUND.

WHEREAS, the Arizona Commission on the Arts offers Creative Capacity Grants to arts and culture organizations to provide general operating support to produce, present, teach, or serve the arts;

WHEREAS, the Arts and Culture Division has been awarded \$13,555 from the Arizona Commission on the Arts;

WHEREAS, the Arts and Culture Division desires to accept this grant and offer arts and culture programming and services to the community;

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 a grant in the amount of \$13,555 from the Arizona Commission on the Arts. The Award Letter from the Arizona Commission on the Arts to the City of Surprise, attached as *Exhibit B* and incorporated by reference, 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 # 2024-165

Exhibit A

1. Appropriation - The allocations represent a movement of budget authority in the amount of \$13,600 from Contingency to the Grants Fund to support the production, presentation, teaching, and servicing of arts and culture. 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	Arts, Culture & Library	#G53010 FY25 Creative Capacity Grant	E	-	13,600	13,600
Grants	Arts, Culture & Library	#G53010 FY25 Creative Capacity Grant	R	-	13,600	13,600
Contingency	General Operations	Contingency	E	80,883,900	(13,600)	80,870,300
Contingency	General Operations	Other	R	79,201,100	(13,600)	79,187,500
Expense Total				80,883,900	-	80,883,900
Revenue Total				79,201,100	-	79,201,100

RESOLUTION # 2024-165
Exhibit B



Vendor Number:

Address Code:

Fiscal Sponsor: ☐See bottom for additional corrections: ☐

Okay to Pay

Corrected Award Amount: |

Program Manager:

Date:

FY2025 Creative Capacity Award Agreement

Surprise Arts and Culture (grantee) has been awarded a Creative Capacity Grant by the Arizona Commission on the Arts, providing general operating support for the funding period of July 1, 2024 – June 30, 2025 (FY2025).

Surprise Arts and Culture

Street: 16000 N Civic Center Plaza**City:** Surprise**State:** AZ**Zip:** 85374**Grant Amount:** 13555.00**Grant ID:** CCG25-8044510364**Vendor Legal Name:** City of Surprise**Payment Window:** January 1, 2025 - March 31, 2025

By signing this Award Agreement, the grantee certifies that they will:

Comply with all terms and conditions outlined herein and in the General Grant Conditions:

<https://azarts.gov/resources/general-grant-conditions/>

Complete and submit this Award Agreement and associated State Substitute W-9 form (and ACH direct deposit authorization form, if applicable) by **September 20, 2024**.

Maintain current contact information for your application in the SurveyMonkey Apply system.

Use funds only for eligible expenses occurring within the funding period and maintain records documenting use of funds. For details see the Use of Funds section on the [Grantee Resources](#) page.

Submit a Final Report by Monday, September 15, 2025. Information about this task will be sent via email to the primary administrator for your Survey Monkey Apply account.

Credit (with logos and credit lines) the funders of the awarded grant per the instructions outlined in the document: [Arizona Commission on the Arts Grant Credit and Publicity](#)

Assume sole responsibility for meeting all grant-related deadlines. All materials must be received by the Arts Commission **by 11:59pm on the due date**. Without exception, grantees that neglect to submit required materials by the published deadlines will forfeit their grant award and/or be ineligible for future funding.

This grant is made subject to the availability of funds from the National Endowment for the Arts and the State of Arizona. If at any time during the fiscal year the Arizona Commission on the Arts' overall funding is reduced for any reason, this grant may be reduced, canceled, and/or paid out in installments.

By signing this agreement, I certify that the grantee is not suspended or debarred from receiving federal funds (Subpart C of 2 CFR 180, as adopted by the NEA in 2 CFR 32.3254), and indicate that I have read, understood and agree to comply with the Grant Award Agreement.

Print Name

Signature

Date

Christina You-sun Park, Executive Director



8/12/2024

Print Name/Title of Grantor Authorizing Official

Authorizing Official Signature

Date

After submitting this Award Agreement, you will be given the option to download a copy for your reference.

Arts Commission Use Only

Corrected Street Name

Corrected City

Corrected State

Corrected Zip Code

Corrected Name



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024 Contact Person: Jani Wertin
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Consideration and action pertaining to a rezone of approximately 10 acres from Rural Residential (RR) to Residential Medium Density (R-2) on a vacant parcel, generally located east of the northeast corner of Sun Valley Parkway and 219th Avenue. FS24-0120. Ordinance #2024-32.

Motion:

Motion to approve/deny Ordinance #2024-32.

Background:

Kristine Gay of RVi Planning + Landscape Architecture, the applicant, on behalf of Chase Emmerson of Ana Mandara LLC, the owner, requests to rezone approximately 10 acres of vacant land from Rural Residential (RR) to Residential Medium Density (R-2), generally located east of the northeast corner of Sun Valley Parkway and 219th Avenue.

Objective Analysis:

The requested rezone would allow the applicant to develop the subject properties with residential uses allowed within the R-2 zoning designation.

Policy Compliant:

The requested rezone, as outlined and detailed in the rezone document, is consistent with the Surprise Land Development Ordinance and advances the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS24-0120 Mandara Ten Rezone - Staff Report
 2. 01 - FS24-0120 Mandara Ten Rezone - Vicinity Map
 3. 02 - FS24-0120 Mandara Ten Rezone - Existing Zoning Map
 4. 03 - FS24-0120 Mandara Ten Rezone - Proposed Zoning Map
 5. 04 - FS24-0120 Mandara Ten Rezone - Zoning Document
 6. 05 - FS24-0120 Mandara Ten Rezone - Luke AFB Comments
 7. 06 - FS24-0120 Mandara Ten Rezone - Citizen Participation Report
 8. 07 - FS24-0120 Mandara Ten Rezone - Affidavit of Posting
 9. 08 - FS24-0120 Mandara Ten Rezone - Ordinance_Submitted
 10. 09 - FS24-FS24-0120 Mandara Ten Rezone - P&Z Recommendation
 11. FS24-0120 Mandara Ten Rezone - PowerPoint
-

ZONE CHANGE

REPORT TO THE CITY COUNCIL

Case: FS24-0120

Project Name: Mandara Ten - Rezone

Council District: 1 – Acacia

Meeting Date: October 15, 2024

Planner: Jani Wertin, Planner II

Owners: Chase Emmerson, Ana Mandara LLC

Applicant: Kristine Gay, RVi Planning + Landscape Architecture

Request: Zone Change from Rural Residential (RR) to Residential Medium Density (R-2)

Site Location: Generally located east of the northeast corner of Sun Valley Parkway and 219th Avenue.

Site Size: 10 acres (approx.)

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035 and newly adopted Surprise 2040 General Plan.

Support/Opposition: None known.

Commission Recommendation: The Planning & Zoning Commission recommended approval, subject to stipulations 'a' through 'b'.

38 **Project Description:**

39 Kristine Gay of RVi Planning + Landscape Architecture, the applicant, on behalf of Chase
40 Emmerson of Ana Mandara LLC, property owner, requests to rezone approximately 10
41 acres from Rural Residential (RR) to Residential Medium Density (R-2).
42

43 **Background:**

44 **June 08, 1989:** The Mayor and City Council approved Ordinance #89-05, annexing the
45 subject property into the City of Surprise.
46

47 **December 14, 2023:** The applicant met with staff to discuss the subject proposal during
48 a regularly scheduled Concept Review Meeting under case CR23-0982.
49

50 **January 31, 2024:** The applicant submitted for a rezone under the subject case.
51

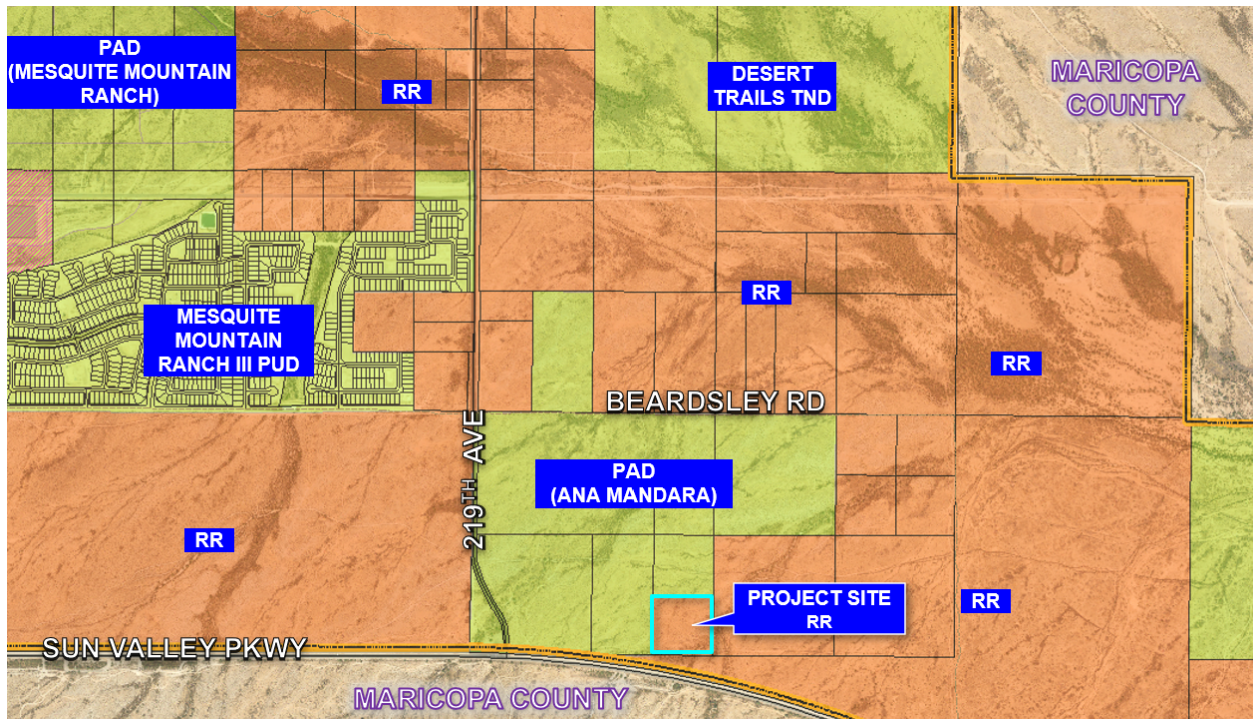
52 **May 15, 2024:** The applicant held a neighborhood outreach meeting to discuss the project.
53

54 **July 30, 2024:** The Surprise 2040 General Plan was approved by voters, replacing the
55 Surprise General Plan 2035.
56

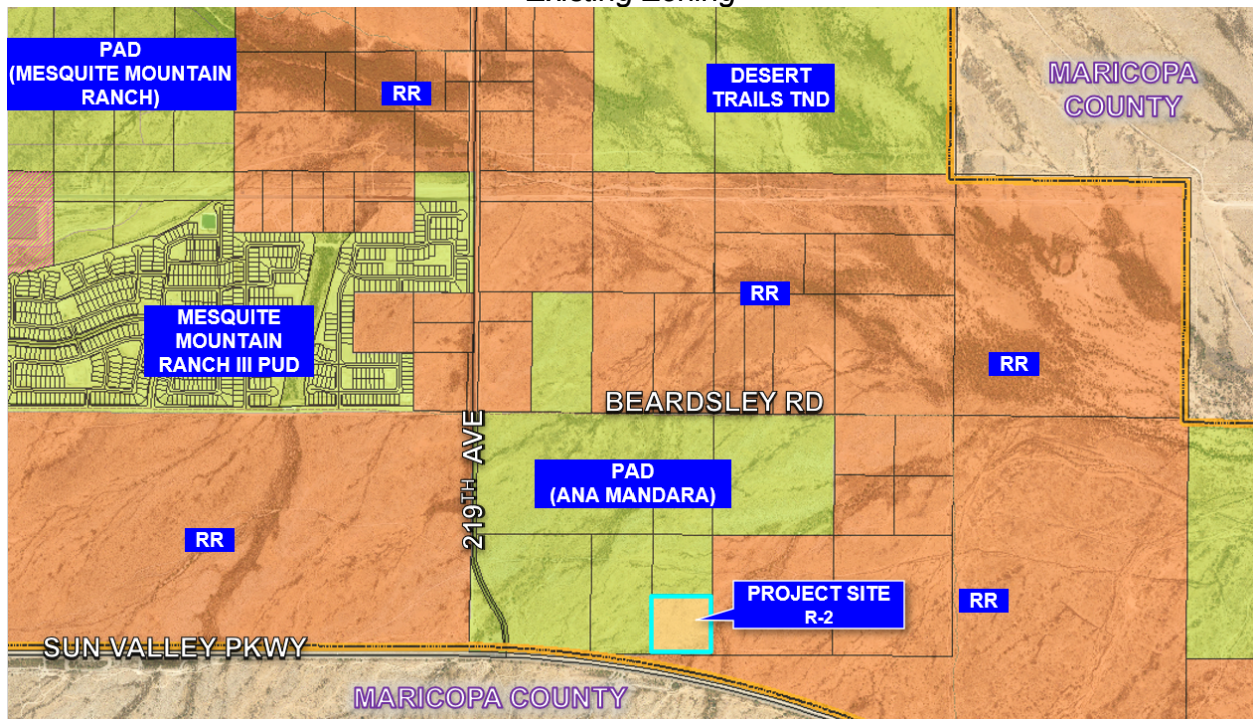
57 **Analysis and Discussion:**

58 The applicant is requesting to rezone an approximately 10-acre parcel, generally located east
59 of the northeast corner of Sun Valley Parkway and 219th Avenue, from Rural Residential
60 (RR) to Residential Medium Density (R-2).
61

62 The subject property is abutted by the Ana Mandara Planned Area Development (PAD)
63 to the north and west, Rural Residential (RR) to the west, and state-owned land to the
64 south. Due to the subject parcel's proximity to the Ana Mandara PAD, the applicant
65 intends to develop this project in conjunction with the Ana Mandara PAD and is requesting
66 a zoning change to allow medium density residential similar to what is allowed currently
67 by the PAD. As the establishment of new PAD zoning districts is not permitted per Section
68 101-1.2 of the current Land Development Ordinance (LDO), this request is to rezone the
69 subject property to a current LDO zoning district, Residential Medium Density (R-2).
70



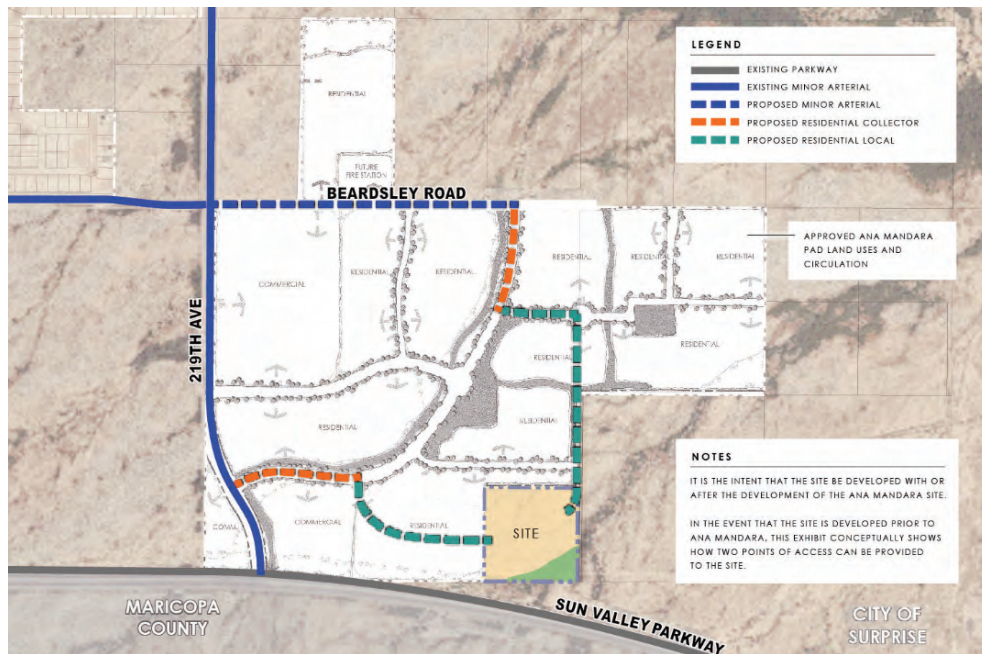
Existing Zoning



Proposed Zoning

Access

Currently, no roadway network exists adjacent to the subject parcel. Ultimately, access to the site will be provided through the Ana Mandara community via a neighborhood collector street that connects local streets within Mandara Ten to 219th Avenue and Beardsley Road. While it is the intent that the site be developed with or after the development, in the event that this site develops before Ana Mandara, the site will provide two (2) points of access per Fire and Transportation requirements as depicted in the exhibit below.



Proposed Conceptual Access

Development & Open Space

Development of the project site will be subject to review and approval of preliminary plat(s) and/or site plan(s), in which site design, parking, setbacks, and landscaping will be reviewed in accordance with the requirements prescribed by the City's Land Development Ordinance (LDO) and the adopted Planning and Engineering Design Standards (PEDS). The table below reflects the current development standards for the R-2 zoning district listed per the LDO:

Table 106-2d—Residential Medium Density (R-2) Zoning District				
Lot Categories	A ⁴	B ⁴	C	D
General Plan compatibility	Urban	Suburban	Suburban	Suburban
Lot area (sf)	3,500—4,949	4,950—7,999	8,000—11,999	≥12,000
Min. lot width (sf)	40	45	70	80
Min. front setback ¹ (ft)	10	12	12	15
Max. front setback (ft)	25	25	25	30
Min. rear setback ¹ (ft)	10	15	20	20
Min. side setback ¹ (ft)	5 & 7 ²	5 & 8 ²	5 & 10	10
Min. street side setback ^{1, 5} (ft)	10	10	10	10
Max. bldg. height (ft)	35	35	35	35
Open space (% of gross acres of residential development) ³	25%	20%	20%	20%
Notes: 1. <i>Garage</i> face and embellishments shall be <i>setback</i> a minimum of 20 feet measured from any opposing property line, except rear <i>alley</i> loaded <i>garages</i>, which shall be <i>setback</i> nine (9) feet from <i>alley</i> edge line. 2. May be reduced to zero feet <i>setback</i> for <i>single-family dwellings</i> as <i>attached building</i> and separated by a <i>common wall</i> along the property line. End units must maintain the larger <i>setback</i>. 3. The city requires <i>open space</i> on a <i>subdivision</i> or <i>development</i> site basis rather than on a <i>lot-by-lot</i> basis. Subdivisions with more than one (1) <i>lot</i> category will provide the higher percentage of <i>open space</i>. 4. Residential projects shall contain no more than fifty (50) percent of lots less than forty-eight (48) feet wide as calculated across whole <i>subdivisions</i> or <i>preliminary plat</i> and will include mitigating designs outline in Chapter 108 of this <i>ordinance</i>. 5. Corner <i>lots</i> where <i>block</i> endcap landscape tracts are provided are not subject to the minimum <i>street side setbacks</i>.				

As a part of the review of the landscaping, open space and required amenity areas will be evaluated. Per the Conceptual Development Plan and the rezone document, the applicant intends to preserve the existing wash that runs along the southern end of the site as open space, providing an amenity area adjacent to it in order to incorporate the wash into the neighborhood design as a natural community asset. The size and exact location will be determined during the preliminary plat process.

Per both the Surprise General Plan 2035 and Surprise 2040 General Plan, the subject property carries a land use designation of Neighborhood and Open Space, as well as falls within the Scenic Lands Development Character Sub Area. While the Neighborhood land use designation permits medium density residential, the Open Space designation calls for the preservation of natural areas, conservation areas and/or trails and other regional recreational facilities in mountainous areas, along designated floodways, riparian areas, and along significant desert wash and other drainage corridors, which is further reinforced by the Scenic Lands Development Character Sub Area which requires development to be integrated with existing topography in a favorable way, protects large washes for wildlife mobility and promote off street trail systems, protects major vistas, preserves or sensitively develops in unique circumstances areas with 20% slope or greater, and demonstrate how executive housing opportunities and/ or enclaves of higher intensity residential cluster developments (in select areas) can preserve and enhance public access and use of adjacent natural area open spaces.

The proposed rezone complies with the General Plan in that it promotes and facilitates the build out of vacant and underutilized land through infill, reuse, revitalization, and redevelopment activities for appropriate rural, suburban, or urban housing development, while also preserving natural resources, such as the wash corridor that runs through the south end of the site, by restricting development in and around the wash and adding an amenity site adjacent to the wash.

Future development review will ensure the wash corridor is not only protected, but is integrated into the neighborhood design, maintaining compliance with the general plan in this regard.

Reviewing Agencies:

The request was routed to external agencies, including Luke Air Force Base (AFB), Maricopa Water District (MWD), and Maricopa County Department of Transportation (MCDOT) who indicated no objections to the request.

Luke AFB noted that this project is subject to the Graduated Density Concept (GDC), and that compliance with the GDC is to be determined by considering the entirety of the project area (10-acres). Luke AFB respectfully requests the opportunity to comment as preliminary plats or site plans become available as the number of lots has not been defined. Luke AFB has indicated the rezone will not have a negative impact on Luke AFB operations.

The project is located outside the boundaries of the MWD therefore does not impact MWD.

Citizen Outreach:

The applicant held a neighborhood outreach meeting on May 15, 2024, at Willow Canyon High School. The meeting was advertised per the requirements of the LDO. There were no attendees present at the meeting.

A detailed summary of the outreach meeting can be found in the attached Citizen Participation Report.

Summary:

The proposed rezone is consistent with the manner and intent of the Surprise General Plan 2035/ Surprise 2040 General Plan and the Surprise Municipal Code. If approved, the rezone will be allowed to be developed in accordance with the requirements of the City of Surprise.

Findings:

- The proposed rezone is consistent with, and will advance the goals and policies of, the Surprise General Plan 2035 and newly adopted Surprise 2040 General Plan.
- The proposed rezone is consistent with the applicable City of Surprise regulations.
- The reviewing agencies had no objections.

Commission Recommendation:

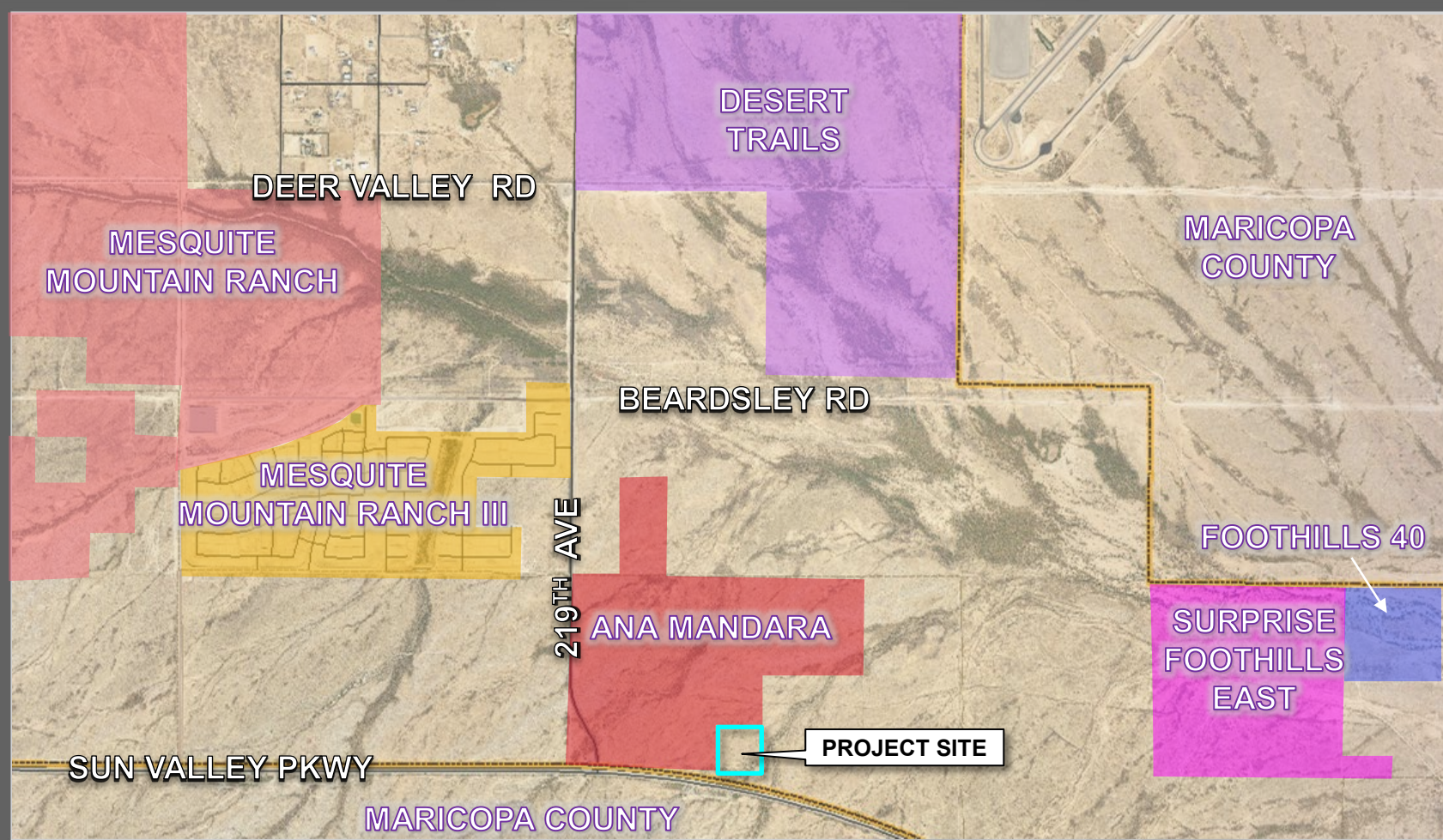
On September 19, 2024, based on the findings noted above, the Commission moved to recommend **approval** of case **FS24-0120** to the City Council subject to stipulations 'a' through 'b' as follows:

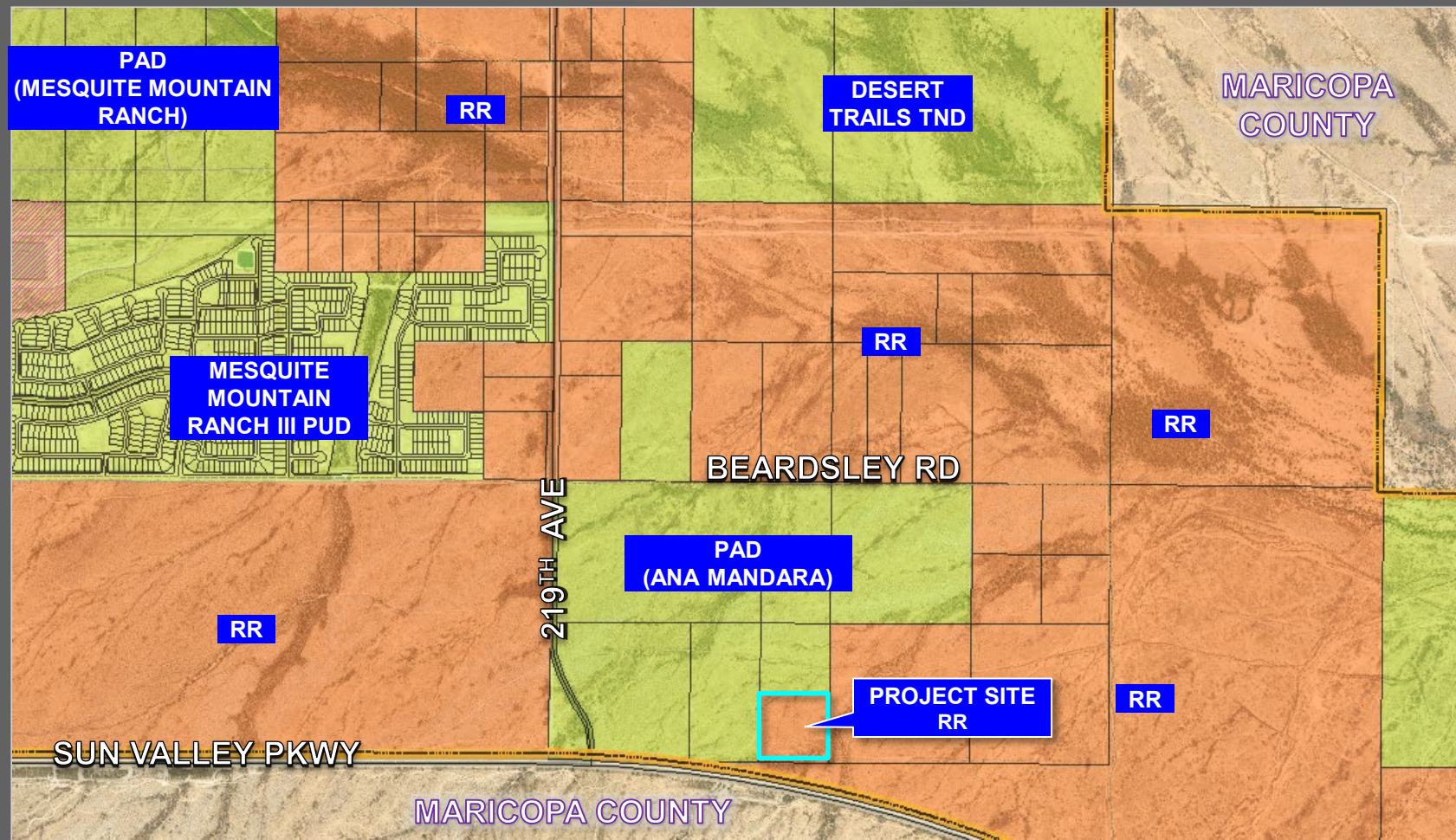
- a. Development and use of the site shall be consistent with the Rezone Narrative entitled "Mandara 10 Rezoning Narrative", prepared by RVi Planning + Landscape Architecture," received July 17, 2024.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

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

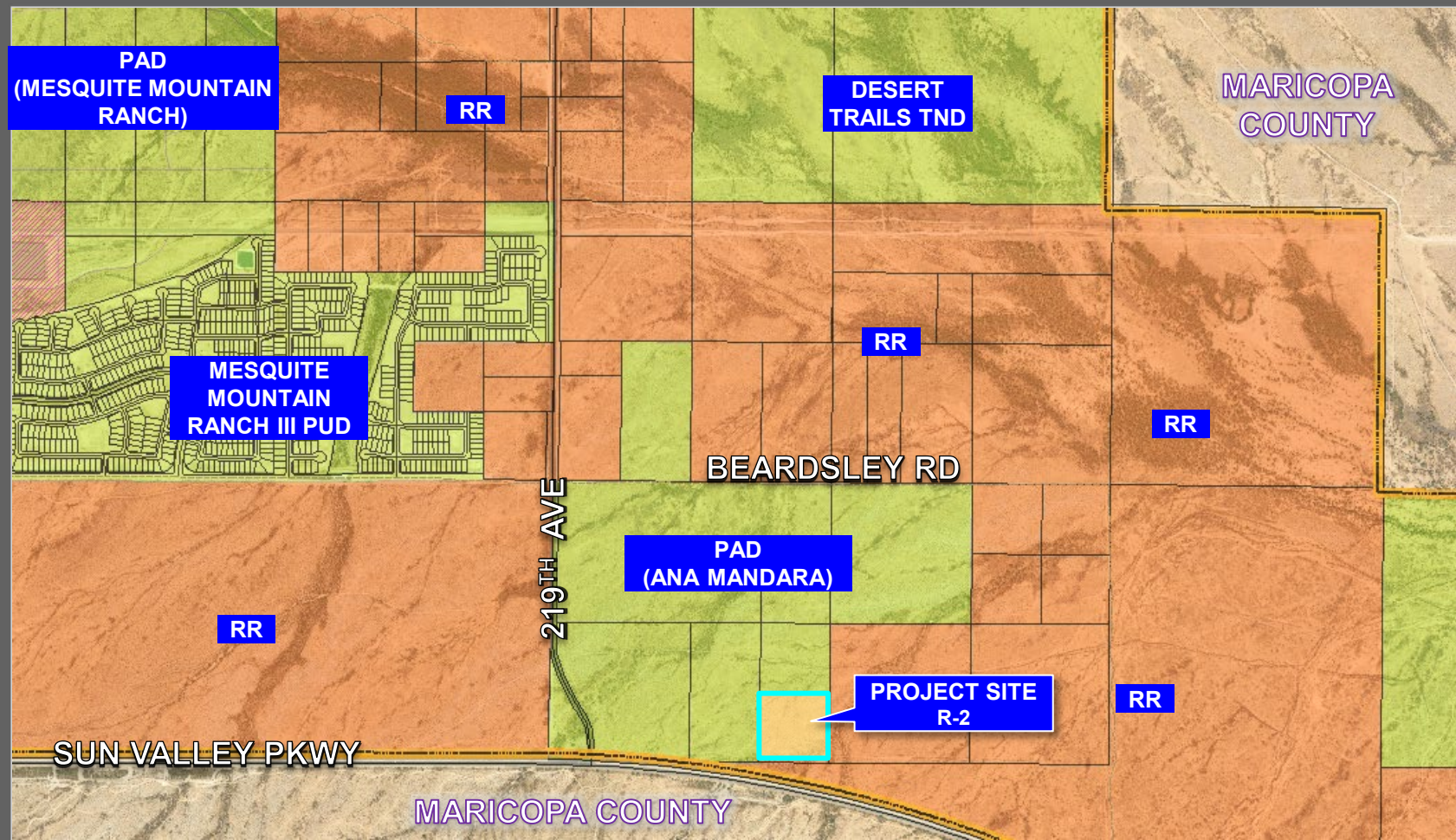
Attachments:

01 Vicinity Map
02 Existing Zoning Map
03 Proposed Zoning Map
04 Rezone Document
05 Luke AFB comments
06 Citizen Outreach Report
07 Affidavit of Site Posting
08 Ordinance 2024-32
09 Planning and Zoning Recommendation
PPT





FS24-0120 EXISTING ZONING



FS24-0120 PROPOSED ZONING



MANDARA 10

REZONING NARRATIVE

CASE #FS24-0120

INITIAL SUBMITTAL - JANUARY 2024

2ND SUBMITTAL - JUNE 2024

3RD SUBMITTAL - JULY 2024

CITY OF SURPRISE, ARIZONA



PROJECT TEAM



Property Owner

Ana Mandara 10, L.L.C
Chase Emmerson
7373 N. Scottsdale Road #B210
Scottsdale, Arizona 85253
Phone: 480-368-5205
Email: chase@finalplat.com



Land Planning

RVi Planning + Landscape Architecture
Kristine Gay
4900 N. Scottsdale Road, Suite 1200
Scottsdale, AZ 85251
Phone: 480-994-0994
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Civil Engineer

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1. PROJECT INTRODUCTION

RVi Planning + Landscape Architecture is pleased to submit this rezoning application on behalf of the owner, Mandara 10, L.L.C for the proposed rezoning of the Site, parcel 503-80-021F. The site is 10-acres in area and located north of Sun Valley Parkway east of its intersection with 219th Avenue. It is proposed to rezone this site from Rural Residential (RR) to Residential Medium Density (R-2) in accordance with the City of Surprise Land Development Ordinance (LDO). See Exhibit 1: Context Aerial.

2. SITE ANALYSIS

GENERAL PLAN DESIGNATION

The City of Surprise 2035 General Plan identifies the site as being located within the Neighborhood and Open Space Character Areas and the Scenic Lands Development Sub Area. It is also located just west of Growth Area 3 which calls for development that supports a transition to the more urban development to the east. Exhibit 2 General Plan Future Land Uses and Growth Areas shows the Open Space designation located over an existing wash in the southeast corner of the site and the Neighborhood designation covering the remainder of the site.

Within the vicinity of the subject Site, the Suburban guidelines of the Neighborhood Character Area are most applicable. Suburban Neighborhoods represent the transition area between rural settings and urban environments and are where a large portion of the city's population growth is planned. Medium density residential housing types are supported by the Suburban Development Type of the Neighborhood Character Area. (Surprise General Plan 2035, pg. 40).

This proposed rezoning meets the Suburban Neighborhood Character Area guidance by providing for Medium Density Residential which is consistent

with the density of the adjacent and surrounding approved or developed PADs including but not limited to Ana Mandara, Mesquite Mountain Ranch, and Desert Trails. As required by the PEDS and LDO, development of this Site will more specifically also conform to the “Aesthetic and Built Form” guidance by (1) adding to the mixture of traditional, single-family detached and/or attached homes that will be consistent with the quality and design used in Ana Mandara, (2) planning for a seamless integration and connectivity to the Ana Mandara community, and (3) including active and passive open space areas as required by the PEDs and LDO which will be readily accessible to pedestrians.

The 2035 General Plan Land Use Map designates areas following existing desert washes and drainage facilities as the Open Space Character Area. While the Open Space Character Area supports the development of a maximum density of one dwelling unit per acre (du/ac), it is intended that floodways and washes be protected and incorporated into the neighborhood design as a natural community asset. (Surprise General Plan 2035, pg. 53)

This proposal meets the guidance of the Open Space Character Area by preserving the wash as open space. At the time of preliminary plat review, as required by the PEDs and LDO, the wash will also be integrated into the community design of the Site.

This rezoning supports the intent of the Scenic Lands Development Sub Area by recognizing the benefit of maintaining visual access to natural features on the site such as the wash. To observe the natural topography of the site, residential land uses are only proposed outside of the wash area. In accordance with the General Plan, the Scenic Land Development area will include a design guidelines policy document developed through a public process that may provide further guidance for development, but to date this document has not been prepared.

As outlined above, the proposed rezoning substantially conforms with the applicable guidance of the 2035 General Plan; accordingly, no General Plan amendment is required.

EXISTING ZONING

The Site is currently zoned Rural Residential. The surrounding zoning districts include Rural Residential to the east and south. As shown in Exhibit 3: Existing Zoning the property to the north and west of the subject Site is zoned PAD (Ana Mandara PAD06-247). The Ana Mandara PAD was approved in 2007 and allows for a broad mix of Commercial land uses and Medium Density Residential housing options with a target overall density of around 6.0 units per acre (du/ac) across the 209-acre site. Exhibit 4 depicts the Ana Mandara Approved Conceptual Circulation Plan and approved land use designations. As shown on Exhibit 4, residential is designated to the west and north of the subject Site and a local street is planned to extend across the northern property line of the subject Site. Access to the Ana Mandara PAD site is shown from 219th Avenue and Beardsley Road. A curving collector road is planned to connect to 219th Avenue and Beardsley Avenue to disperse vehicular, bike, and pedestrian traffic further to planned local streets that extend across the Ana Mandara PAD site to provide public access to adjacent properties, including the subject Mandara 10 Site.

DRAINAGE

The site is impacted by regional flows that stem from the White Tank Mountains which are routed under the Sun Valley Parkway through two culverts. The culverts both outlet just south of the property boundary and naturally flow east by northeast impacting the southeast corner of the site. This area is defined as Zone "A" on FEMA's FIRM Map (#04013C1195L, dated 10/16/2013). This area is a known flood hazard subject to inundation by the 1% annual chance flood. The remainder of the property resides in Shaded Zone "X", which is defined as areas of 0.2% annual chance flood. Site design will need to take the flood area into consideration with project layout and site mitigation to ensure the flows do not migrate further on property.

WATER AND SEWER SERVICE

Per the City of Surprise Integrated Water Master Plan 2008 Infrastructure updated, the Site is located within the Water Supply Facility 3 service area for potable water. The City will serve as the water and sewer provider for the Site; however, currently the City does not have services available to the Site.

FIRE, POLICE, AND REFUSE SERVICE:

The Site is within the municipal service area of the City of Surprise. As such, Surprise will provide fire, police, and residential refuse service to the property. The closest fire stations include Surprise Fire Stations 303 and 306, both are located approximately six miles to the east of the Site. Additionally, a fire station is planned within the Ana Mandara PAD which is adjacent to the Site, as well as within Surprise Foothills about 2 miles to the northwest and within Desert Trails located about 2 miles to the north.

SCHOOL DISTRICTS:

The Site is located in the Wickenburg Unified School District #9. The closest public school within said District is Festival Foothills Elementary School (grades K-8) which is approximately 5 miles to the west and Wickenburg High School (grades 9-12) which is approximately 20 miles to the northwest. Wickenburg Virtual Academy, an online school for grades kindergarten through 12 is also available. There are several additional schools planned in the area that can serve students from Mandara 10, including two schools within the Surprise Foothills development and one with Desert Trails. Further, Arizona has open school districts so the Dysart School District is another option for nearby students, particularly for high school students.

ELECTRICITY:

The Site is located within the Arizona Public Service energy service area. Electrical service is anticipated to be provided from the existing APS Substation which is located to the northwest of the project in Mesquite Mountain Ranch.

EXISTING PRE-DEVELOPMENT SITE CONDITIONS

The Site is relatively flat, vacant, and undeveloped. A wash extends across the southeast corner of the Site.

EXISTING ROADS, ROW, EASEMENTS, AND UTILITIES

Currently, the Site does not have any frontage along public right-of-way. To the south, the State land parcel separates the Site from Sun Valley Parkway. To the west, the Site is separated from 219th Avenue by the Ana Mandara PAD site.

As part of the Ana Mandara PAD, a conceptual land plan and circulation plan show an internal public road extending near the north property line of the Site. An existing 30-foot-wide roadway easement which extends along the Site's east property line allows the Site to connect to the Ana Mandara roadway system. This easement continues north through the Ana Mandara site to the Beardsley Road alignment. In order for Mandara 10 to develop, the Applicant understands that two separate points of public access and dedicated city right-of-way will be required.

The Site is currently not improved with water or sewer service.

SURROUNDING OWNERSHIP PATTERN

To the south, there is large State land parcel that extends between the Site and Sun Valley Parkway. To the west and north of the site, the six parcels that make up the 209-acre Ana Mandara PAD site appear to be owned by one entity. To the east of the site, there are several ten and forty-acre parcels that belong to different owners. The owner of the subject Site, Mandara 10, L.L.C., has reached out to these surrounding property owners regarding the sale of their land; however, there was no interest in selling at that time.

3. PROPOSED DEVELOPMENT PLAN

PROPOSED ZONING

Based on the existing access and ownership patterns mentioned above in Section 2, the goal of this rezoning is to entitle the Site such that in the future it may be developed to blend into the Ana Mandara PAD community. To accomplish this and meet the goals of the 2035 General Plan, it is proposed to rezone the Site to R-2 (Residential Medium Density).

The existing Ana Mandara PAD allows for a variety of residential types including single-family, attached units, "Z"-lots, clustered "green courts" or auto courts, and multi-family uses. The residential density may range from 3-21 du/ac so long as the gross overall density for the entire Ana Mandara site does not exceed 6 du/ac.

Rezoning to R-2 (Residential Medium Density as shown on Exhibit 5: Proposed Zoning will allow the Site to be developed with residential types like those permitted in Ana Mandara. It should also be noted that OS-1 zoning has a 10-acre minimum size per the LDO, and since the wash open space is less than 10-acres in size, the R-2 zoning includes the wash corridor. However, the wash area will be protected from development as shown on the Conceptual Development Plan and as generally defined within the General Plan.

CONCEPTUAL DEVELOPMENT PLAN

As shown on Exhibit 6: Proposed Conceptual Development Plan, the site will be developed with residential types permitted within the R-2 District that may include detached single-family, attached single-family, two-family dwellings, and/or three-family dwellings. The wash corridor at the southeast corner will be preserved as permanent open space. The site will be accessed from the north along the eastern property line where there is an existing 30-foot-wide vehicular ingress/egress easement.

It is the intent for this project to develop concurrent with the larger Ana Mandara project to the north and west, with access seamlessly integrated between the two projects. If this property develops prior to the adjacent Ana Mandara project, two points of public access with dedicated City right-of-way will be provided to the north and west through the Ana Mandara property. This is shown conceptually in Exhibit 7: Proposed Conceptual Access Plan.

It is anticipated that approximately 45 units may be feasible across the 10-acre site. This equates to a gross density of 4.5 du/ac which is within the density range of 2-8 du/ac that is supported for Suburban Neighborhoods within the Neighborhood Character Area of the 2035 General Plan.

GENERAL DEVELOPMENT STANDARDS

Development of the site will follow the Medium Density Residential (R-2) Development standards identified in Table 106-2d of the City of Surprise Land Development Ordinance (LDO). All general development standards within the Surprise LDO shall govern the Subject Site, including the City of Surprise Planning and Engineering Design Standards (PEDS), as referenced in Chapter 107, Article 1.

TRANSPORTATION IMPROVEMENTS

As shown in the approved PAD06-247, as part of development of the Ana Mandara PAD site, the Ana Mandara developer will be required to build a neighborhood collector street that connects to 219th Avenue and Beardsley Road. From this collector street, the developer will also have to develop local streets that will extend through the Ana Mandara PAD site to connect to surrounding properties including the subject Mandara 10 Site. It is anticipated that Mandara 10 will develop concurrent with, or after the Ana Mandara project, ensuring the integration of two points of public access to the Site.

While it is anticipated that this Site will be developed concurrent and in coordination with the Ana Mandara development, in the event that the Site is developed prior to the development of the Ana Mandara PAD site, the Mandara 10 developer will be responsible for constructing two geographically

separated points of access to the Site from improved public roadways, as shown on Exhibit 7: Proposed Conceptual Access Plan.

All public roadways will follow applicable street classification cross sections and width at the time of preliminary plat review. If the existing 30-foot-wide access easement is proposed to be used, it will need to be widened and dedicated as public right-of-way to accommodate the applicable street cross section.

Two geographically separated access points with all-weather drivable surfaces will be provided to connect the Site to a public roadway.

DRAINAGE

A Preliminary Drainage Report will be submitted to the City for review at the time of site plan/subdivision plat. This report will include detailed hydraulic analysis of the proposed grading and of the wash. On-site drainage will adhere to the 100-year, 2 hour storm event fully retained on-site in retention basins. Drainage design will follow the design guidelines provided in the Drainage Design Manual for Maricopa County, Arizona, Volume I, Hydrology, December 2018 the Drainage Design Manual for Maricopa County, Arizona, Volume II, Hydraulics, date December 2018 and the City of Surprise drainage guidelines

WATER

This Site will be serviced by the City of Surprise from the Surprise Foothills Water Campus network. The development will connect to the neighboring Ana Mandara development to the north and west which will in turn be connected to the water network along 219th Avenue. The existing Surprise Foothills Water Campus to the northwest will be expanded under current efforts after which this Site can connect. The Surprise Foothills Water Campus will be designed to meet the water system capacities required for the areas expansion, including this Site, as per Water Works "City of Surprise SPA 3 Surprise Foothills Water Facility Water Master Plan".

SEWER

This Site will be serviced by Special Planning Area 3 (SPA 3) Wastewater Treatment Facility. Connection to SPA 3 will likely be provided through a lift station which will be needed by Ana Mandara. The lift station will force the sewer north up 219th Avenue to the Deer Valley Road main trunk line which goes east to the Wastewater Treatment Plant.

4.CONCLUSION

The proposed rezoning will support future development of the site in line with the guidance of the City of Surprise's 2035 General Plan which calls for a transition in residential density following the Suburban guidelines of the Neighborhood Character Area, and will provide a seamless connection to the Ana Mandara PAD property.

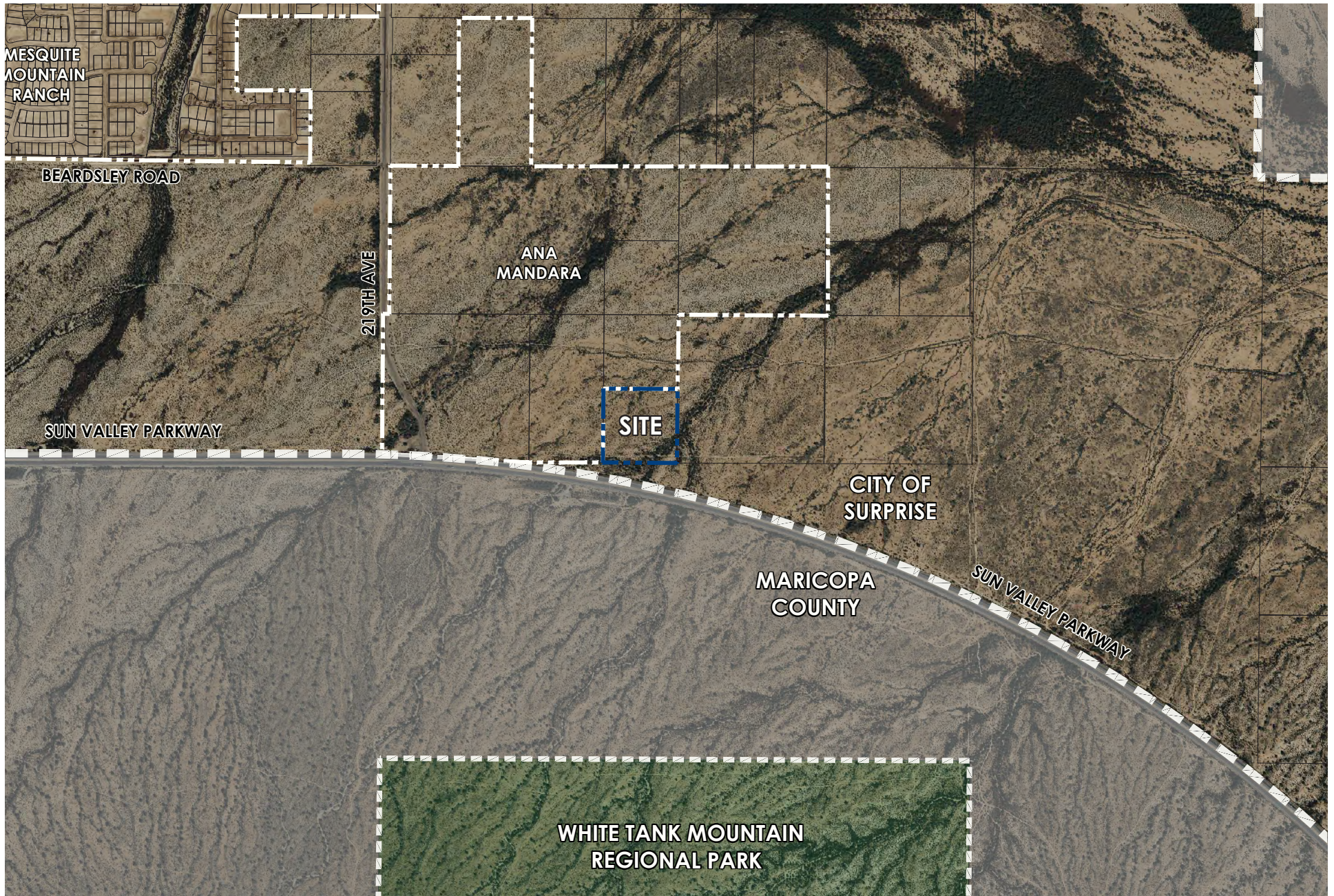


EXHIBIT 1: CONTEXT AERIAL

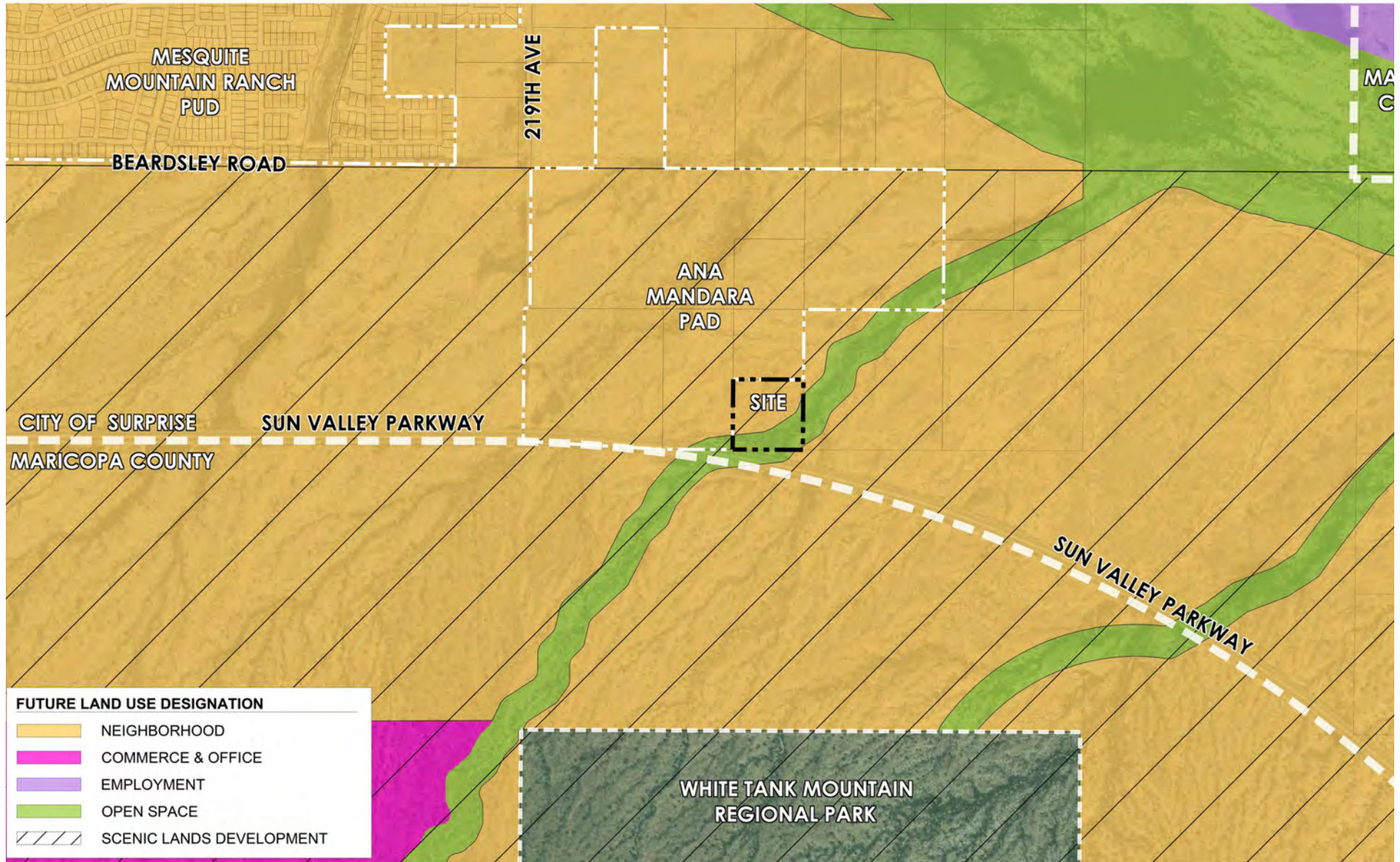


EXHIBIT 2: GENERAL PLAN FUTURE LAND USES

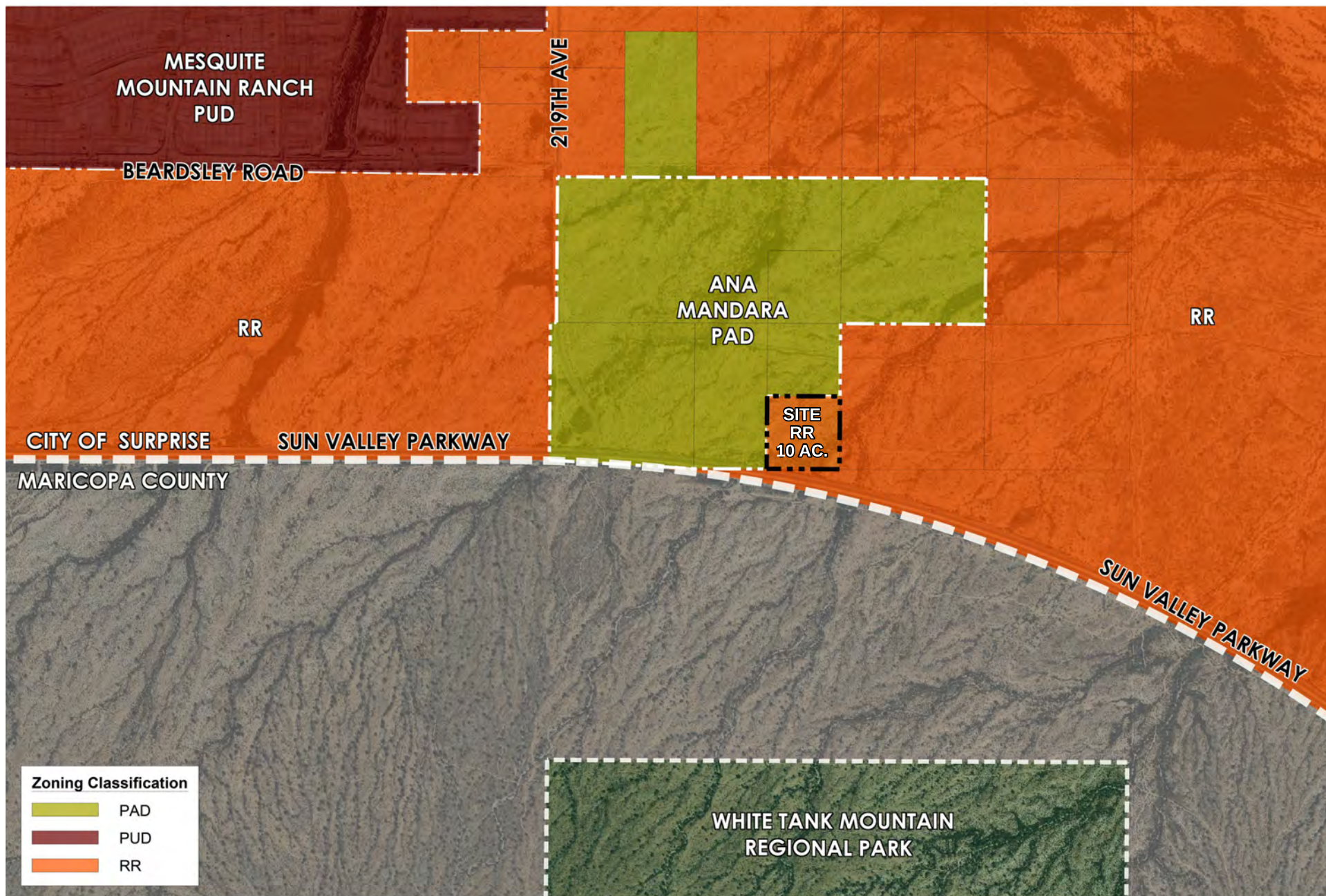
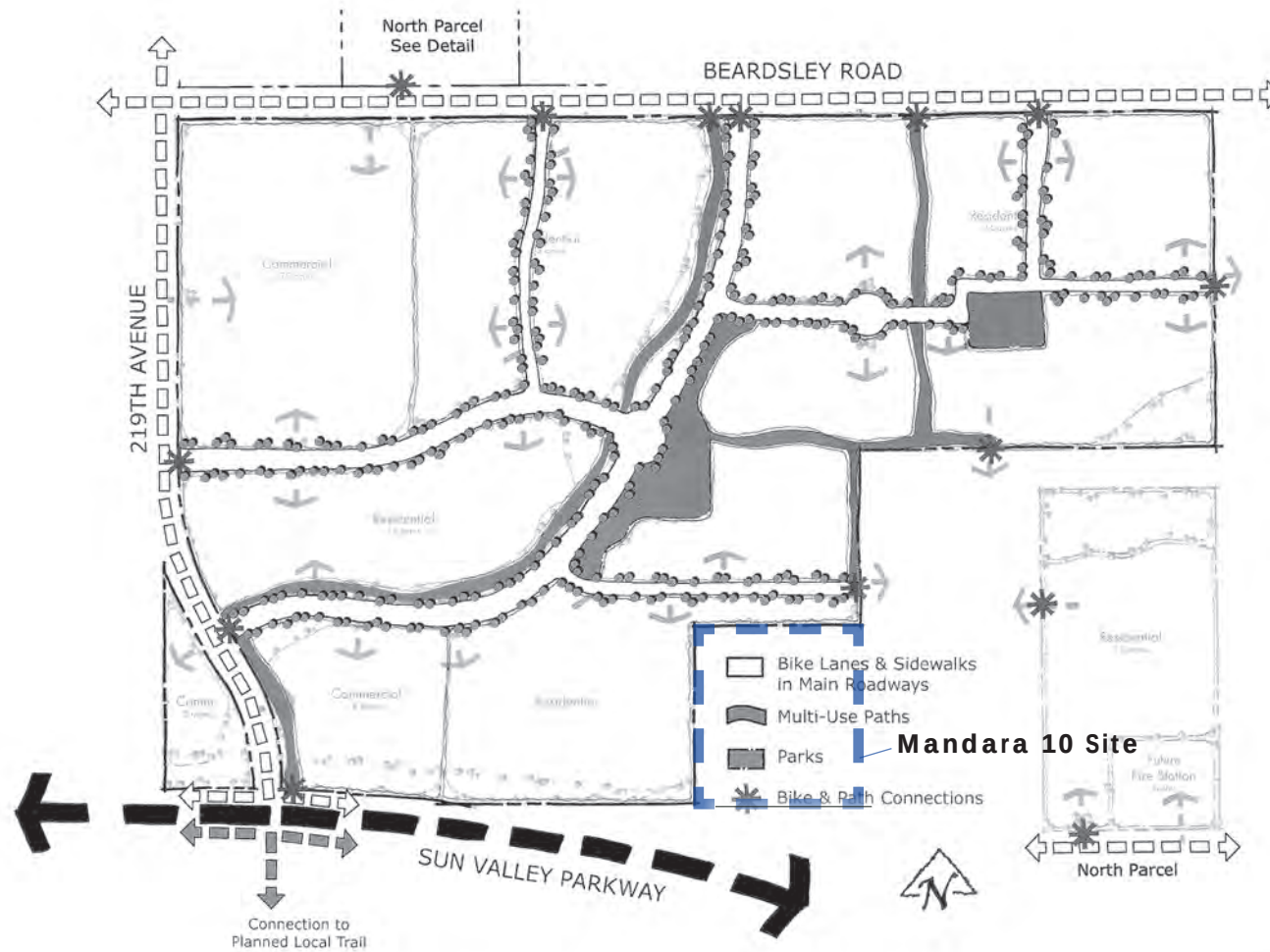


EXHIBIT 3: EXISTING ZONING

CONCEPTUAL NON-VEHICULAR CIRCULATION PLAN

FIGURE 10B



ANA MANDARA

EXHIBIT 4: APPROVED ANA MANDARA PAD CONCEPTUAL CIRCULATION PLAN

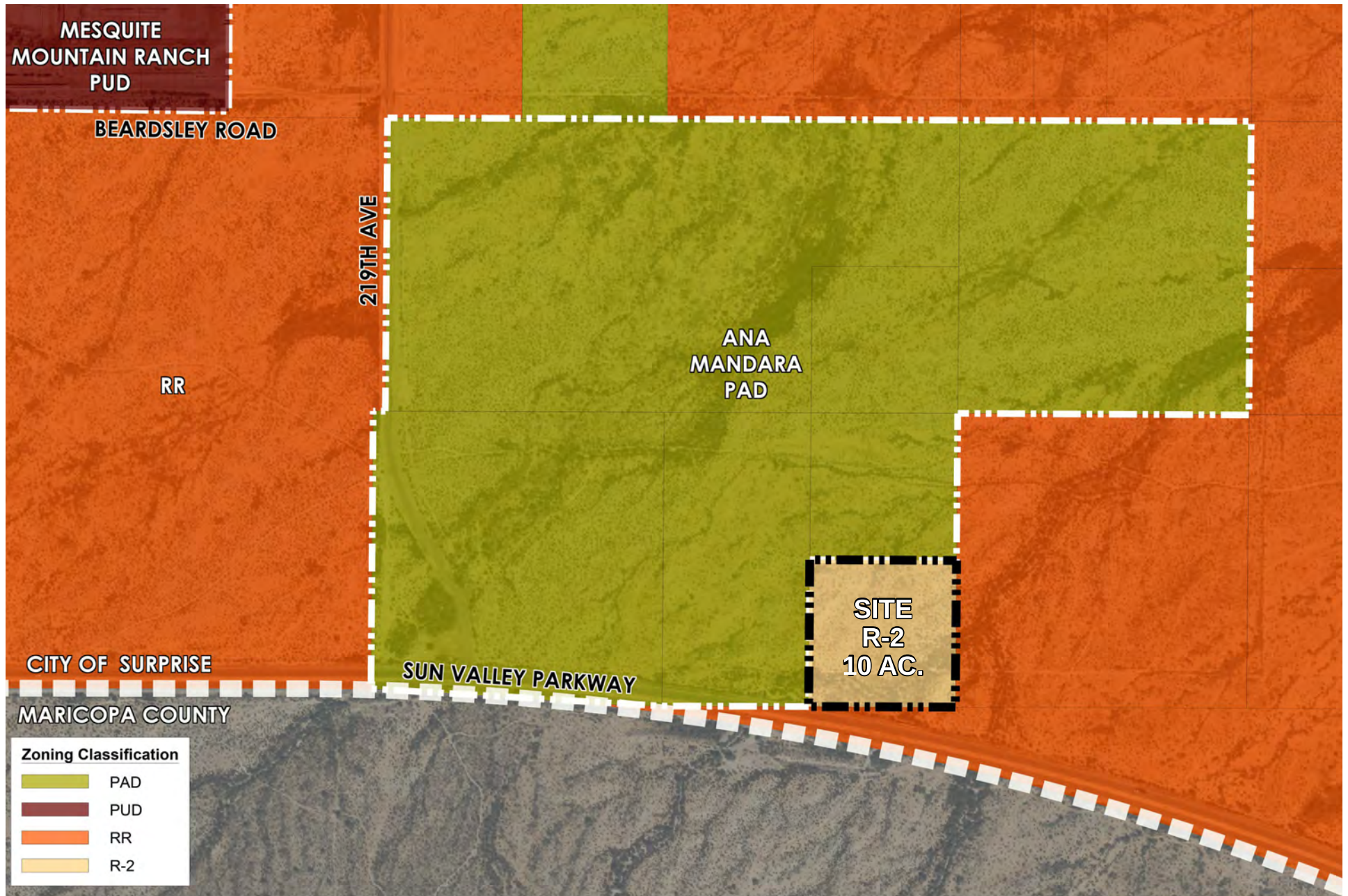


EXHIBIT 5: PROPOSED ZONING



EXHIBIT 6: PROPOSED CONCEPTUAL DEVELOPMENT PLAN

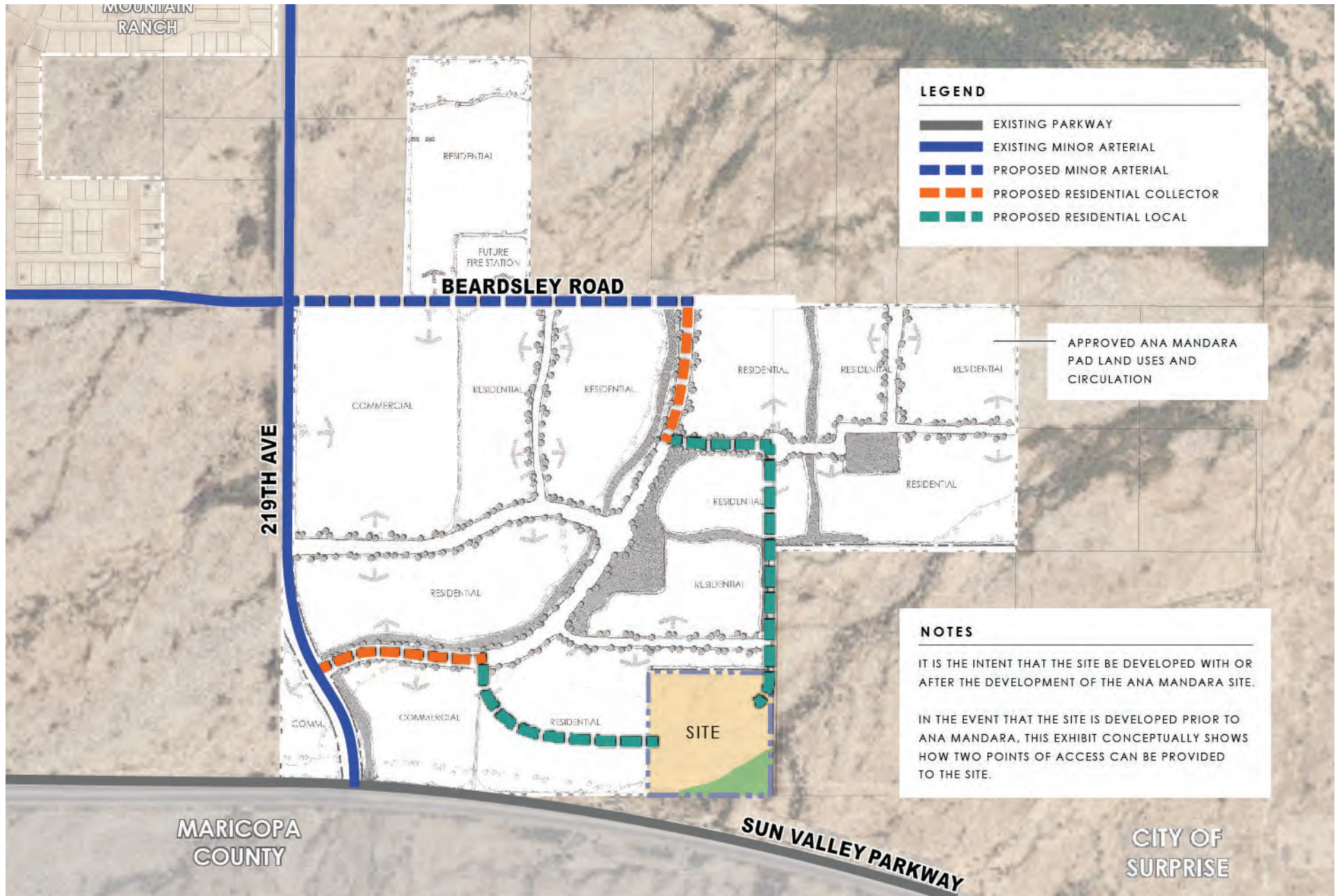


EXHIBIT 7: PROPOSED CONCEPTUAL ACCESS PLAN

From: [RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE](#)
To: [Nichole Flores](#)
Cc: [56 FW/CIT Community Initiative](#)
Subject: RE: FS24-0120 Mandara Ten - New Digital Submittal 01.31.24
Date: Wednesday, February 7, 2024 4:20:32 PM
Attachments: [RE CR23-0982 Mandara Ten.msg](#)

*****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. Flores,

We have no additional comments for this project at this time. The proposed rezone will not impact flight or base operations of Luke AFB. We look forward to reviewing future site plans as they become available.

Respectfully,

Jenn Rahn

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

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Wednesday, January 31, 2024 4:55 PM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.org>; Bryce Christo (bchristo@cityofelmirage.org) <bchristo@cityofelmirage.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren V Gerard (Maricopa County Planning) <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Gregory McDowell (MCDOT) <Gregory.McDowell@maricopa.gov>; RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahn@us.af.mil>; Jerome Choy (ADOT) <jchoy@azdot.gov>; John Willett (City of Buckeye) <jwillett@buckeyeaz.gov>; Jorge Gastelum (City of El Mirage) <jgastelum@cityofelmirage.org>; Judy Lopez - Beardsley Water Company <managefnm365@aol.com>; Kevin Shipman <kevin.shipman@dysart.org>; klaabs@nadaburgsd.org; Leslie - MWD <lesliej@mwdaz.com>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Tasha Aldeguer

(FCD) <tasha.aldeguer@maricopa.gov>; tfarrington@nadaburgsd.org; Victor.Schaum
<Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>

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

Subject: [Non-DoD Source] FS24-0120 Mandara Ten - New Digital Submittal 01.31.24

Good afternoon,

Attached please find the **application, narrative** and **rezone document** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores

Planning Project Coordinator

City of Surprise | Community Development

16000 N Civic Center Plz | Surprise AZ 85374

(623) 222-3244 Direct

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

***Please note effective 8/3/22, we will be adding a 2-business day out-processing for ALL notices**

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From: [RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE](#)
To: [Nichole Flores](#)
Cc: [56 FW/CIT Community Initiative](#)
Subject: RE: CR23-0982 Mandara Ten

Dear Ms. Flores

Thank you for the opportunity to provide comments on the Madara Ten application. Currently, the applicant seeks to rezone approximately 10-acres from rural residential to medium-density residential. A site plan or number of proposed dwelling units is not yet available. The site is located north of Sun Valley Parkway and east of 219th Avenue in Surprise, AZ. The site is adjacent to the undeveloped Ana Mandara PAD and is approximately 2.65 miles outside the Luke AFB Aux-1 2004 JLUS 65 Ldn, "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is inside 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. Since a site plan is not currently available, Luke AFB requests the opportunity to review future applications and proposals. This zoning change request will not impact flight operations for Luke AFB.

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

Respectfully,

Jenn Rahn

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

-----Original Appointment-----

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>

Sent: Thursday, November 9, 2023 10:11 AM

To: Alyssa Carpenter; Amanda Lacey; Amy Peterson; Armando Lopez; Carl Montgomery; Chris Tovar; Christina Sexton; Christopher Thomas; Dana Owsiany; Eric Boyles; Gustavo Garcia; Hip Terrazas; Hobie Wingard; Ivan Lopez; Jacob Moreno; James Stewart; Jamie Sullivan; Jani Wertin; Jason Moquin; Jeffrey Murray; Jennifer Sandusky; Johnathan Futch; Joseph Zak; Joshua Vig; Justin

Williams; Kathleen Crutchfield; Keith Tanner; Kirsten Hall; Kristin Tytler; Lana Collins; LariBeth Kirkendall; Leslie Carnie; Leticia Hodnett; Lloyd Abrams; Luis Lopez; Maolin Zheng; Marcia Sorensen; Michael Boule; Michael Knihnisky; Michelle Espie; Nuning Lemka; Paul Frie; Randy De La Garza; Ravi Sharma; Ron Dry; Russell Baker; Shirley Phan; Sophie Cole; Stephen Chang; Steven Faraclas; Tanner Wessel; Tierney Farago; Tiffany Copp; Tito Solis; Todd Halverson; Tracie Busby; Tracy Mills; Travis Samuelson; Trever Fleetham; Warren Bert; Zacharia Scott

Cc: 56 FW/CIT Community Initiative; Afshin Ahouraiyan (Flood Control District of Maricopa County); Alex Garza (Maricopa Assoc of Governments); Aspasia Angelou (Nadaburg School District); Barbara J Remondini, Ph.D. (Wickenburg School District); Bryce Christo (bchristo@cityofelmirage.org); Chris Cain (Maricopa Water District); Darren V Gerard (Maricopa County Planning); Debbie Trasancos (Maricopa Water District); Douglas Kirkland (Epcor); Ernest (USPS); Eva Pierce; Gregory McDowell (MCDOT); Ibeth - USPS; RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE; Jerome Choy (ADOT); John Willett (City of Buckeye); Jorge Gastelum (City of El Mirage); Judy Lopez - Beardsley Water Company; Kevin Shipman; Leslie - MWD; Mark Frago; Mary Orta - Surprise Chamber; MCDOT (MCDOTPlanning@maricopa.gov); Raoul Sada - Surprise Chamber; Rovell Foggy (Liberty Utilities); Shelby Rios (MWD); Victor.Schaum; Yvonne Aguirre

Subject: [Non-DoD Source] CR23-0982 Mandara Ten

When: Thursday, December 14, 2023 8:45 AM-9:30 AM (UTC-07:00) Arizona.

Where: #Conference Room - CH 1F N1-150 Lobby / Webex Meeting

CR23-0982 Mandara Ten

219th Ave & Sun Valley Pkwy

APN: [503-80-021F](#)

SCOPE

Rezoning 10 acres from RR to R2

QUESTIONS

We are proposing to rezone to R2 and follow the by-right standards of the LDO

-- Do not delete or change any of the following text. --

When it's time, join your Webex meeting here.

[Join meeting](#)

More ways to join:

Join from the meeting link

<https://surpriseaz.webex.com/surpriseaz/j.php?>

[MTID=m16e1fd8c5adb77b9b5722532b5b46a6f](#)

Join by meeting number

Meeting number (access code): 2487 974 9435

Meeting password: 6p4PKvkxpB9

Tap to join from a mobile device (attendees only)

[+1-408-418-9388,,24879749435##](#) United States Toll

[+1-602-666-0783,,24879749435##](#) United States Toll (Phoenix)

Join by phone

+1-408-418-9388 United States Toll

+1-602-666-0783 United States Toll (Phoenix)

[Global call-in numbers](#)

Join from a video system or application

Dial [24879749435@surpriseaz.webex.com](tel:24879749435@surpriseaz.webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

If you are a host, [click here](#) to view host information.

Need help? Go to <https://help.webex.com>

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MANDARA

10

Citizen Participation Report

Surprise, AZ
05/15/2024
FS24-0120



Introduction

Every development application in the City of Surprise that requires a public hearing shall be accompanied by a Citizen Participation Report designed to detail the results of the citizen participation effort prior to the notice of public hearing. The following sections document the neighborhood meeting that was held for the Mandara 10 Rezoning application (FS24-0120).

The ten-acre Mandara 10 Site is proposed to be rezoned from Rural Residential (RR) District to Medium Density Residential (R2) District. The General Plan guides for up to 80 attached or detached units to be considered on this 10-acre site; however, this proposed rezoning is for approximately 45 detached homes and approximately 1.5 acres of preserved natural open space of the existing wash corridor.

Public Outreach & Notification

One in-person meeting was held to share information about the proposed rezoning. Notices were mailed to residents and neighborhood associations fifteen (15) days prior to the first meeting by the City of Surprise using a mailing list generated by the City of Surprise for the following date and location:

May 15, 2024 In-Person Meeting

6:00 PM
Willow Canyon Highschool
17901 W Lundberg Street
Surprise, AZ 85374

Two notification signs were posted on-site as required by the City of Surprise on 05/15/2024. These signs were located to provide as much exposure to Sun Valley Parkway and 219th Avenue as possible. See *Exhibit A Sign Locations* and *Exhibit B: Sign Posting Affidavit and Images*.

Summary of May 15th In-Person Neighborhood Meeting

The in-person neighborhood meeting was held at the Willow Canyon Highschool.

From the applicant team, Kristine Gay and Elliott Bartels with RVi Planning + Landscape Architecture hosted the meeting. From the City of Surprise, Jani Wertin, Trever Fleetham, Lloyd Abrams attended the meeting.

At 6:00 PM, the meeting start time, no residents had arrived.

The applicant team and City staff members waited until 6:20 to allow time for residents to arrive.

At 6:21, with no residents present, the applicant team concluded the meeting.

Since no members of the public beyond the applicant or City team attended, no sign-in sheet is attached to this report.

Exhibit A: Sign Locations



Exhibit B:
Sign Posting Affidavit and Images

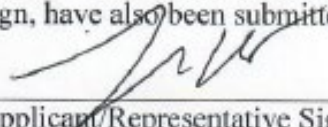
CITY OF SURPRISE <i>Site posting Process</i>	
AFFIDAVIT OF POSTING	
Application No:	<u>FS24-0120</u>
Applicant Name:	<u>RVI Planning</u>
Location:	<u>E of NEC 219th Ave & Sun Valley Pkwy</u>
Date Site Posted:	<u>04/19/24</u>

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior** to the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

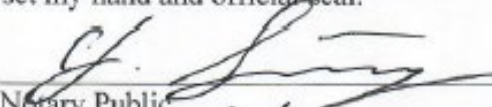
Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

 Applicant/Representative Signature	Date <u>4/19/2024</u>
---	-----------------------

This instrument was acknowledged before me on 04/19/24, by Tyler Walker, I witness whereof I hereunto set my hand and official seal.

	 Notary Public <u>5/31/27</u> My commission expires
---	--

Return completed and notarized affidavit and all relevant photos to the Planning and Zoning Department at least fifteen (15) days prior to the scheduled meeting(s).

Notice of Public Hearing

City of Surprise

In Person

Neighborhood Meeting

Date: May 15, 2024

Time: 6:00 P.M.

Location: Willow Canyon High School
Media Center/Library
17901 W Lundberg St.
Surprise, AZ 85388

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

City Council

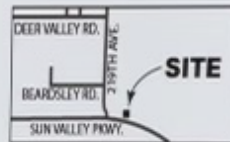
Date: TBD

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0120

Rezone ten (10) acres from Rural Residential (RR) to Medium Density Residential (R2).
The site is located approx. 1,500 feet to the east of 219th Ave. and approx. 130 feet
from Sun Valley Parkway.



Please call to confirm dates: 623-222-3011 www.surpriseaz.gov

April 19, 2024 at 9:00 AM

Sun Valley Pkwy

Surprise AZ 85387

Notice of Public Hearing

City of Surprise

In Person

Neighborhood Meeting

Date: May 15, 2024

Time: 6:00 P.M.

Location: Willow Canyon High School
Media Center/Library
17901 W Lundberg St.
Surprise, AZ 85388

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

City Council

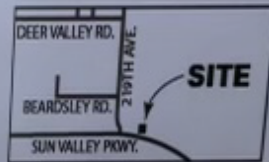
Date: TBD

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0120

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Please call to confirm dates: 623-222-3011 www.surpriseaz.gov

April 19, 2024 at 9:00 AM

Sun Valley Pkwy

Surprise AZ 85387

Notice of Public Hearing City of Surprise

In Person

Neighborhood Meeting

Date: May 15, 2024

Time: 6:00 P.M.

Location: Willow Canyon High School
Media Center/Library
17901 W Lundberg St
Surprise, AZ 85388

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0126

City Council

Date: TBD

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374



Rezoned ten (10) acres from Rural Residential (RR) to Medium Density Residential (MD).
The site is located approx. 1,500 feet to the east of 218th Ave. and approx. 150 feet
from Sun Valley Parkway.

Please call to confirm dates: 623-322-3011 www.surpriseaz.gov

April 19, 2024 at 9:31 AM

Sun Valley Blvd

Surprise AZ 85387

Notice of Public Hearing

City of Surprise

In Person

Neighborhood Meeting

Date: May 15, 2024

Time: 6:00 P.M.

Location: Willow Canyon High School
Media Center/Library
17901 W Lundberg St.
Surprise, AZ 85388

Planning & Zoning

Date: TBD

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

City Council

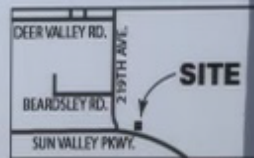
Date: TBD

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0120

Rezone ten (10) acres from Rural Residential (RR) to Medium Density Residential (R2).
The site is located approx. 1,500 feet to the east of 219th Ave. and approx. 130 feet from Sun Valley Parkway.



Please call to confirm dates: 623-222-3011 www.surpriseaz.gov

April 19, 2024 at 9:31 AM

Sun Valley Pkwy

Surprise AZ 85387

AFFIDAVIT OF POSTING

Application No: FS24-0120
Applicant Name: RVI Planning
Location: E of NEC 219th Ave & Sun Valley Pkwy
Date Site Posted: 08/08/24

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

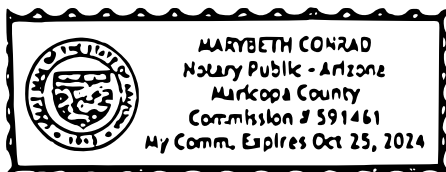
Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett 08/08/24
Applicant/Representative Signature Date

This instrument was acknowledged before me on 08/08/24, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



Marybeth Conrad
Notary Public
10-25-24
My commission expires

Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).

Notice of Public Hearing

City of Surprise

In Person

Neighborhood Meeting

Date: May 15, 2024

Time: 6:00 P.M.

Location: Willow Canyon High School
Media Center/Library
17901 W Lundberg St.
Surprise, AZ 85388

Planning & Zoning

Date: September 19, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

City Council

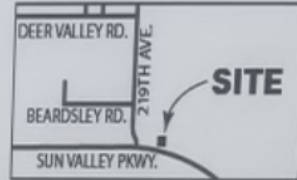
Date: October 15, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0120

Rezone ten (10) acres from Rual Residential (RR) to Medium Density Residential (R2).
The site is located approx. 1,500 feet to the east of 219th Ave. and approx. 130 feet
from Sun Valley Parkway.



Please call to confirm dates: 623-222-3011 www.surpriseaz.gov

August 8, 2024 at 11:54 AM
+33.660781,-112.522477
Sun Valley Pkwy
Surprise AZ 85387
United States

Notice of Public Hearing

City of Surprise

In Person

Neighborhood Meeting

Date: May 15, 2024

Time: 6:00 P.M.

Location: Willow Canyon High School
Media Center/Library
17901 W Lundberg St.
Surprise, AZ 85388

Planning & Zoning

Date: September 19, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

City Council

Date: October 15, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0120

Rezone ten (10) acres from Rual Residential (RR) to Medium Density Residential (R2).
The site is located approx. 1,500 feet to the east of 219th Ave. and approx. 130 feet
from Sun Valley Parkway.



Please call to confirm dates: 623-222-3011 www.surpriseaz.gov

August 8, 2024 at 11:55 AM
+33.660781,-112.522477
Sun Valley Pkwy
Surprise AZ 85387
United States

Notice of Public Hearing

City of Surprise

In Person

Neighborhood Meeting

Date: May 15, 2024

Time: 6:00 P.M.

Location: Willow Canyon High School
Media Center/Library
17901 W Lundberg St.
Surprise, AZ 85388

Planning & Zoning

Date: September 19, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

City Council

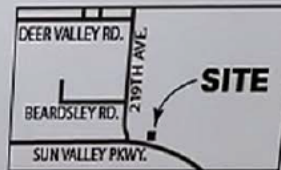
Date: October 15, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0120

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from Sun Valley Parkway.



Please call to confirm dates: 623-222-3011 www.surpriseaz.gov

August 8, 2024 at 11:48 AM
+33.661037,-112.523579
Sun Valley Pkwy
Surprise AZ 85387
United States

Notice of Public Hearing

City of Surprise

In Person

Neighborhood Meeting

Date: May 15, 2024

Time: 6:00 P.M.

Location: Willow Canyon High School
Media Center/Library
17901 W Lundberg St.
Surprise, AZ 85388

Planning & Zoning

Date: September 19, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

City Council

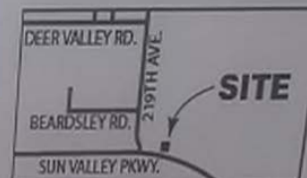
Date: October 15, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0120

Rezone ten (10) acres from Rural Residential (RR) to Medium Density Residential (R2).
The site is located approx. 1,500 feet to the east of 219th Ave. and approx. 130 feet
from Sun Valley Parkway.



Please call to confirm dates: 623-222-3011 www.surpriseaz.gov

August 8, 2024 at 11:49 AM
+33.661007,-112.523591
Sun Valley Pkwy
Surprise AZ 85387
United States

ORDINANCE # 2024-32

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE FROM RURAL RESIDENTIAL (RR) TO RESIDENTIAL MEDIUM DENSITY (R-2), GENERALLY LOCATED EAST OF THE NORTHEAST CORNER OF SUN VALLEY PARKWAY AND 219TH AVENUE.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is generally located east of the northeast corner of Sun Valley Parkway and 219th Avenue;

WHEREAS, the subject site is currently zoned Rural Residential (RR);

WHEREAS, the proposed Rezone to Residential Medium Density (R-2) satisfies the requirements set forth in Chapters 106-2.3 and 106-2.4 of the Surprise Municipal Code;

WHEREAS, this Rezone is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on September 19, 2024, the Planning and Zoning Commission recommended approval of Mandara Ten;

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

Section 1. *Rezoning.* The parcel legally described on Exhibit A and depicted on Exhibit B, known as “Mandara Ten” is rezoned from Rural Residential (RR) to Residential Medium Density (R-2) subject to the following stipulations:

- a. Development and use of the site shall be consistent with the Rezone Narrative entitled “Mandara 10 Rezoning Narrative”, prepared by RVi Planning + Landscape Architecture, received July 17, 2024.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

Section 2. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

Section 4. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____ 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

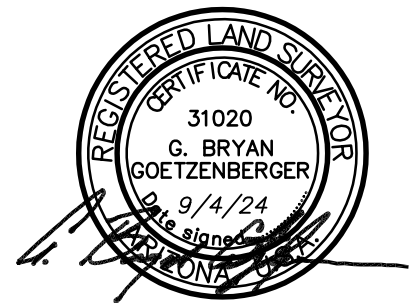
Robert Wingo, City Attorney

EXHIBIT A
LEGAL DESCRIPTION FOR PROPERTY

LEGAL DESCRIPTION FOR A.P.N. 503-80-021F FROM DEED 2023-0598658, M.C.R.

*THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER
OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;*

*EXCEPT ALL COAL AND OTHER MINERALS ON SAID LAND AS RESERVED UNTO THE UNITED
STATES OF AMERICA IN PATENT COVERING SAID LAND.*



JOB NO.: 231004
SECTION: 25
TOWNSHIP: 4 NORTH
RANGE: 3 WEST
DATE: SEPTEMBER 4, 2024
SHEET 1 OF 2



ALLIANCE
LAND SURVEYING, LLC

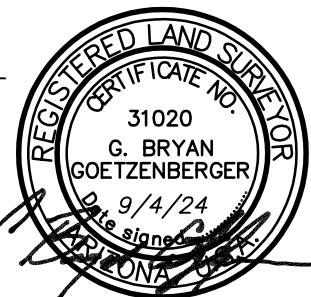
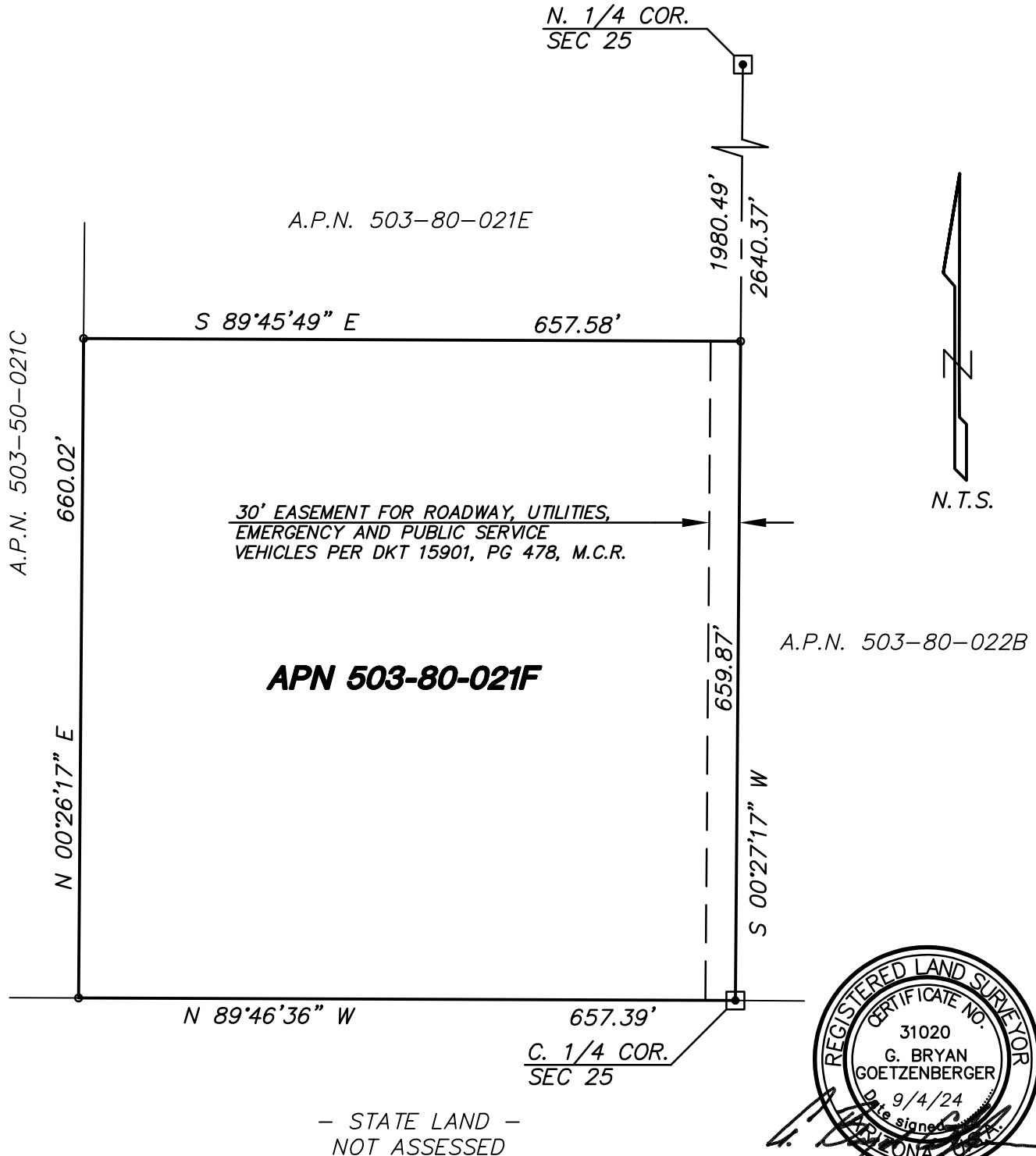
www.alliancelandsurveying.com

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

contactus@azals.com

EXHIBIT B
DEPICTION OF THE PROPERTY TO BE RE-ZONED

EXHIBIT FOR A.P.N. 503-80-021F



JOB NO.: 231004
 SECTION: 25
 TOWNSHIP: 4 NORTH
 RANGE: 3 WEST
 DATE: SEPTEMBER 4, 2024
 SHEET 2 OF 2



ALLIANCE
 LAND SURVEYING, LLC

www.alliancelandsurveying.com

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 GLENDALE, AZ 85303
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 FAX (623) 972-1616
 contactus@azals.com



COMMUNITY DEVELOPMENT
Planning Division
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: 623-222-3154

Planning and Zoning Commission Recommendation
FS24-0120 Mandara Ten - Rezone

On September 19, 2024, the Planning and Zoning Commission recommended that City Council approve the rezone case known as “Mandara Ten - Rezone” Case# FS24-0120. The Commission discussed:

- Density
- Amenities
- Coordination with Ana Mandara PAD

The motion was as follows:

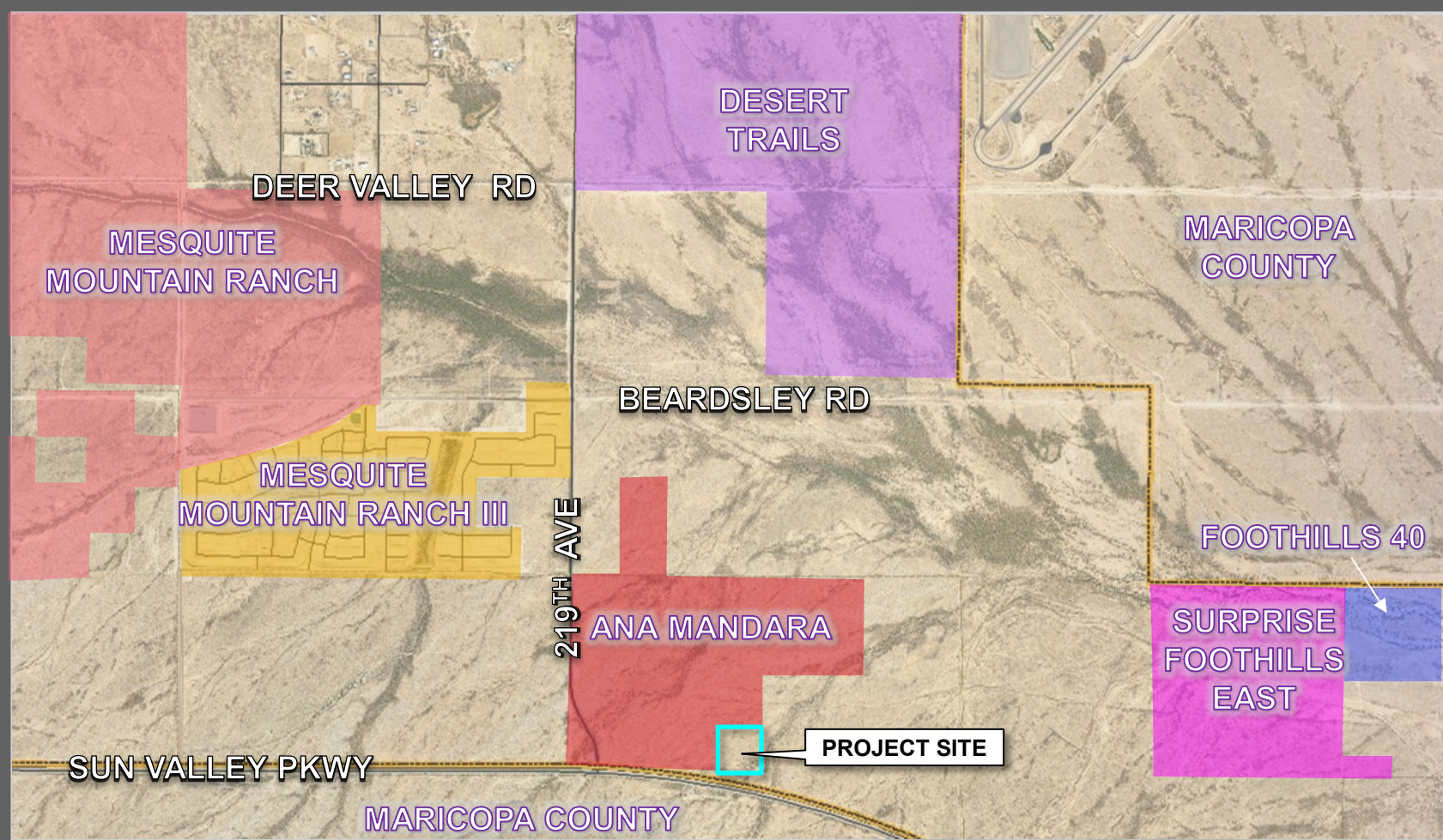
Commissioner Leonard made a motion to approve the Mandara Ten Rezone #FS24-0120, subject to stipulations ‘a’ through ‘b’. Commissioner Chapman seconded the motion. Motion passed with 5 votes in favor. Chair Holland voted against.

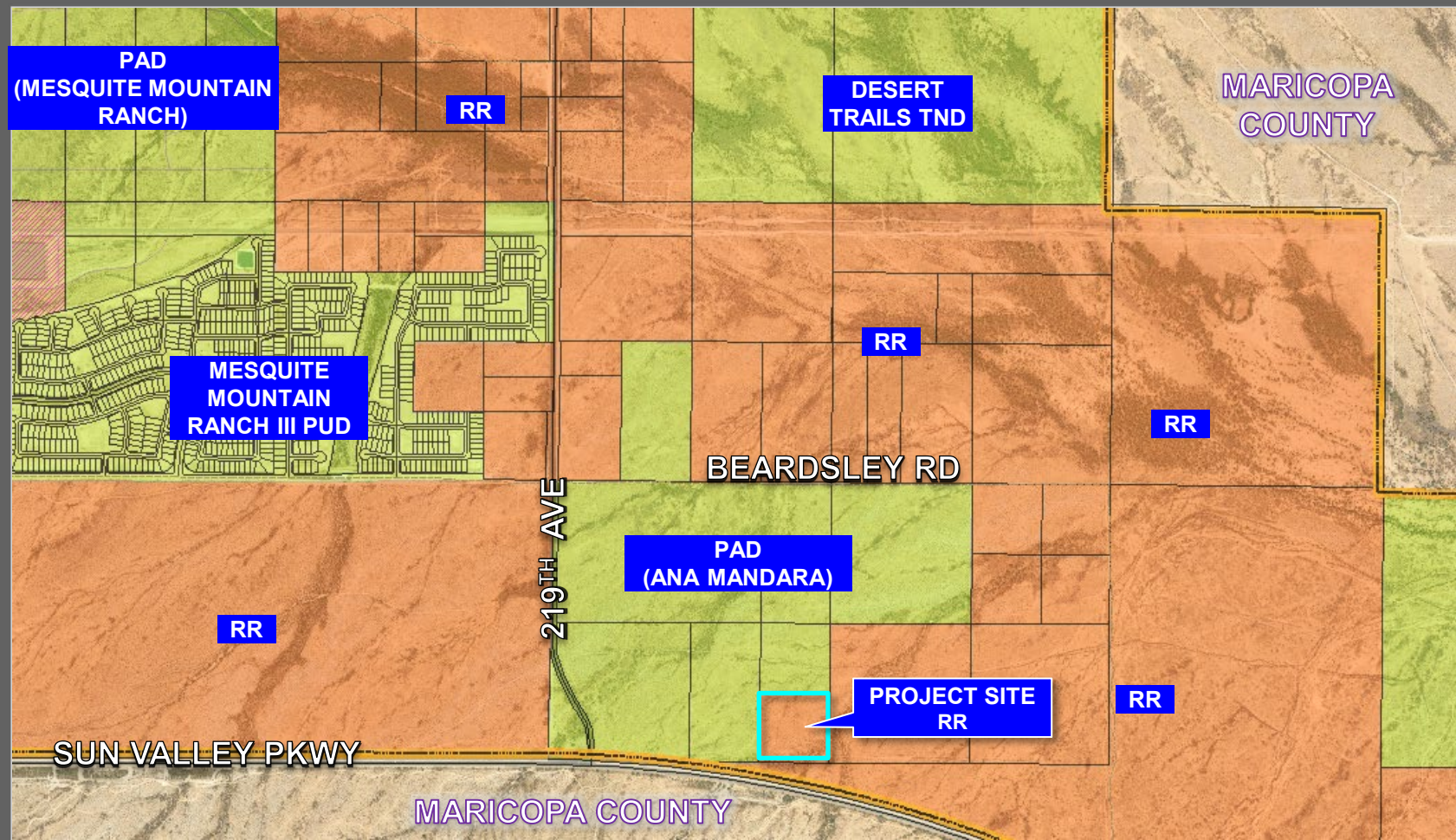


FS24-0120

Mandara Ten - Rezone

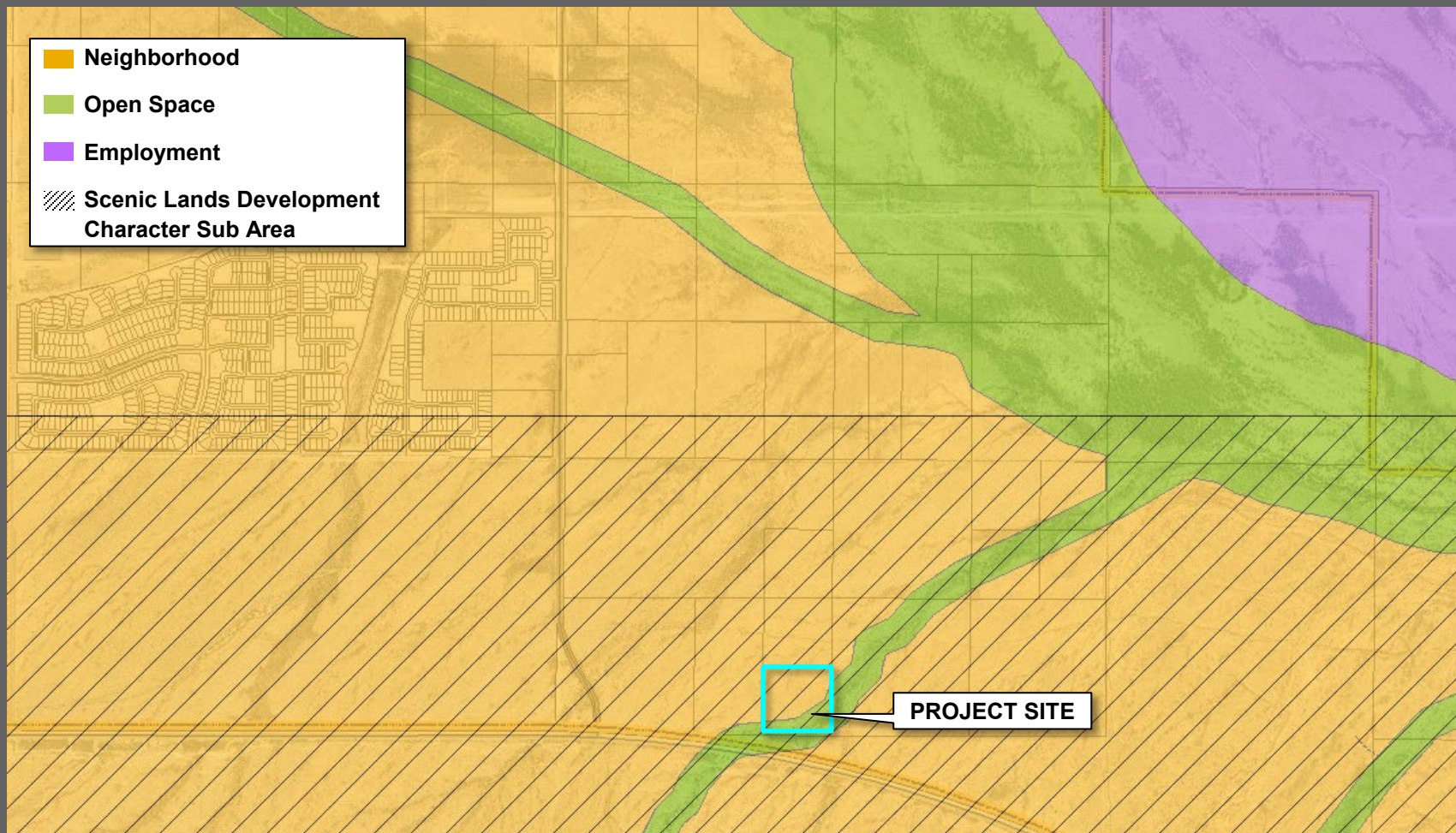
City Council
October 15, 2024

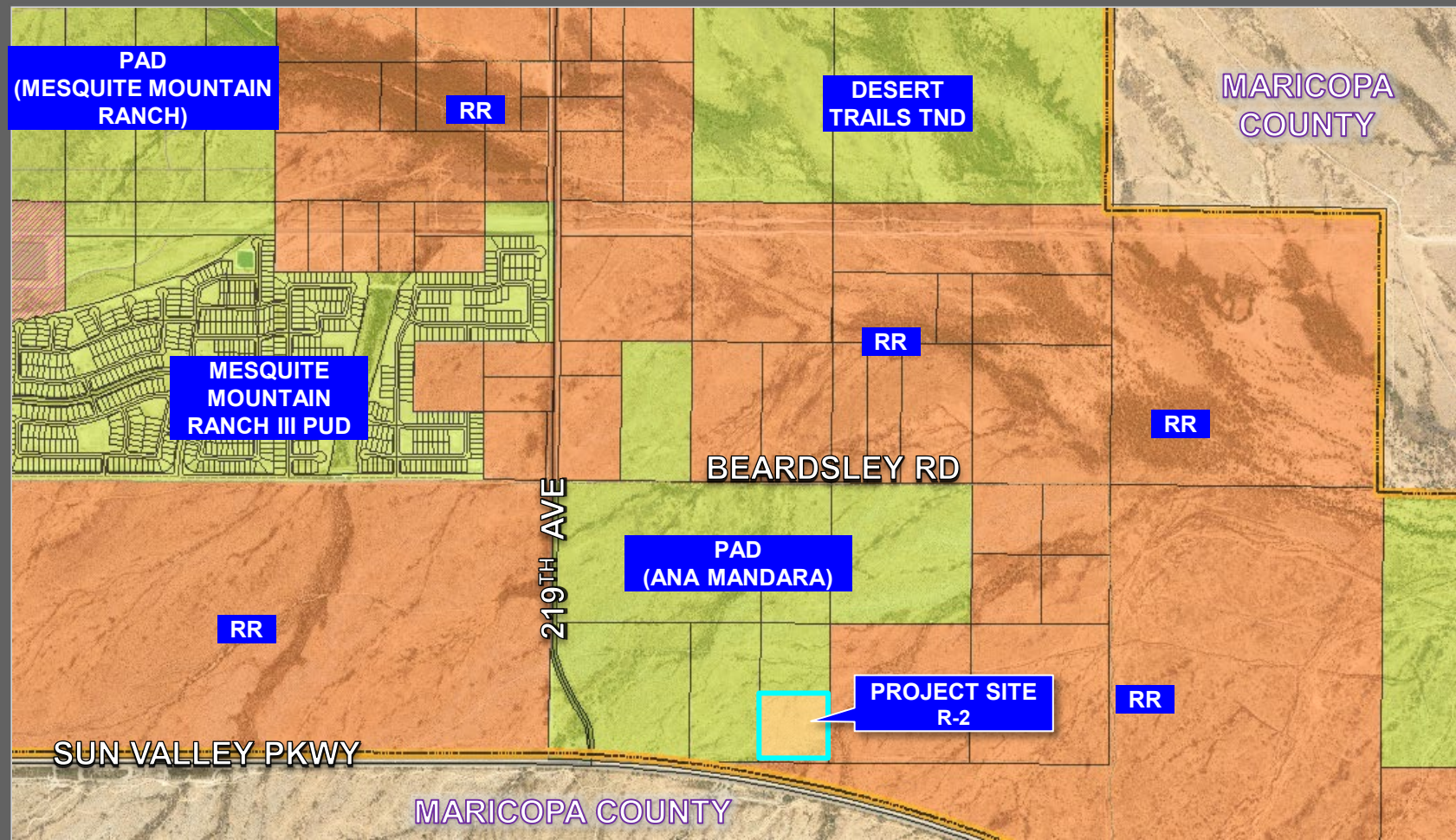




FS24-0120 EXISTING ZONING

- Neighborhood
- Open Space
- Employment
- Scenic Lands Development Character Sub Area





FS24-0120 PROPOSED ZONING

Table 106-2d—Residential Medium Density (R-2) Zoning District

Lot Categories	A ⁴	B ⁴	C	D
General Plan compatibility	Urban	Suburban	Suburban	Suburban
Lot area (sf)	3,500—4,949	4,950—7,999	8,000—11,999	≥12,000
Min. lot width (sf)	40	45	70	80
Min. front setback ¹ (ft)	10	12	12	15
Max. front setback (ft)	25	25	25	30
Min. rear setback ¹ (ft)	10	15	20	20
Min. side setback ¹ (ft)	5 & 7 ²	5 & 8 ²	5 & 10	10
Min. street side setback ^{1, 5} (ft)	10	10	10	10
Max. bldg. height (ft)	35	35	35	35
Open space (% of gross acres of residential development) ³	25%	20%	20%	20%

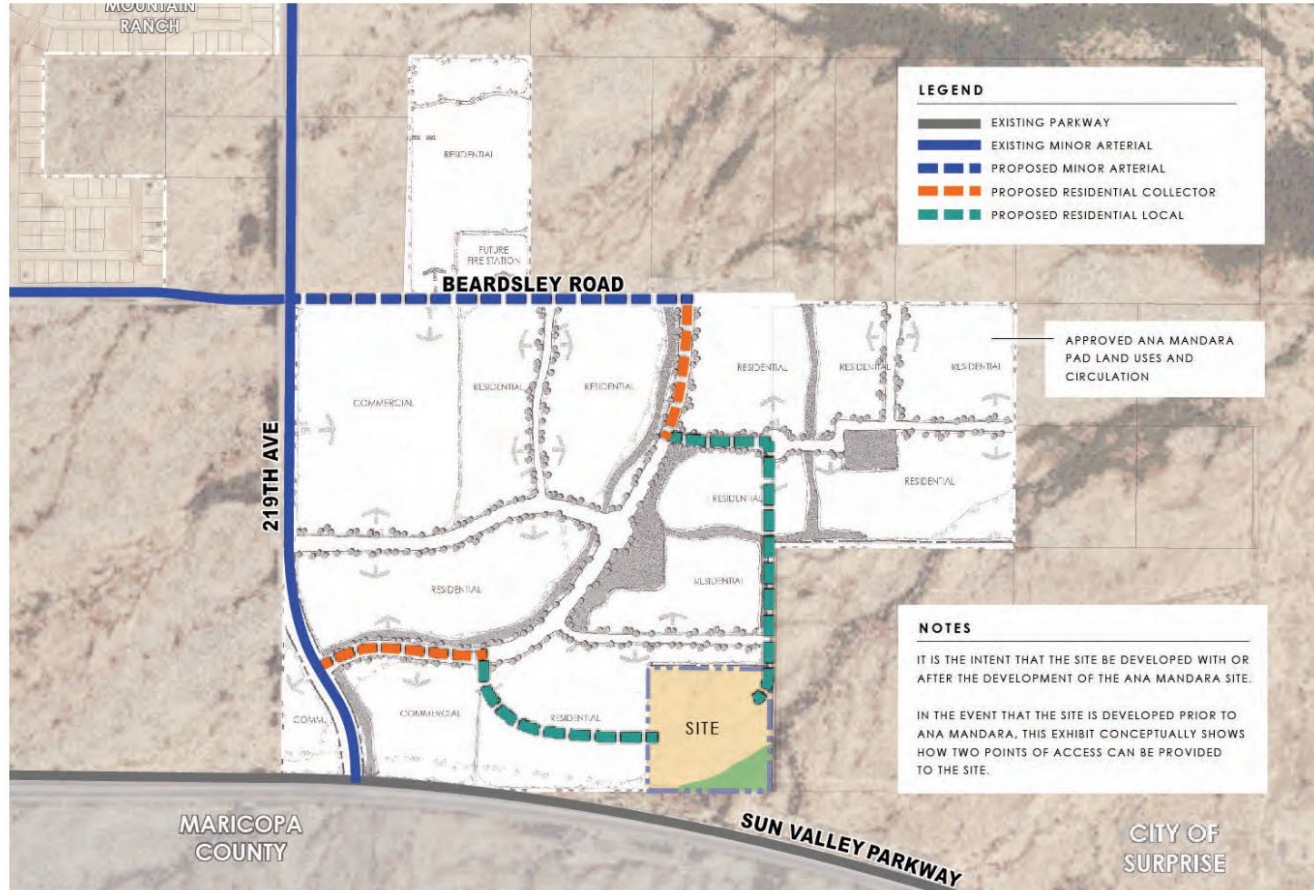
Notes:

1. Garage face and embellishments shall be setback a minimum of 20 feet measured from any opposing property line, except rear alley loaded garages, which shall be setback nine (9) feet from alley edge line.
2. May be reduced to zero feet setback for single-family dwellings as attached building and separated by a common wall along the property line. End units must maintain the larger setback.
3. The city requires open space on a subdivision or development site basis rather than on a lot-by-lot basis. Subdivisions with more than one (1) lot category will provide the higher percentage of open space.
4. Residential projects shall contain no more than fifty (50) percent of lots less than forty-eight (48) feet wide as calculated across whole subdivisions or preliminary plat and will include mitigating designs outline in [Chapter 108](#) of this ordinance.
5. Corner lots where block endcap landscape tracts are provided are not subject to the minimum street side setbacks.

- Dwelling types allowed:
 - Single-family detached
 - Single-family attached
 - Two-family (duplex)
 - Three-family (triplex)



PROPOSED CONCEPTUAL DEVELOPMENT PLAN

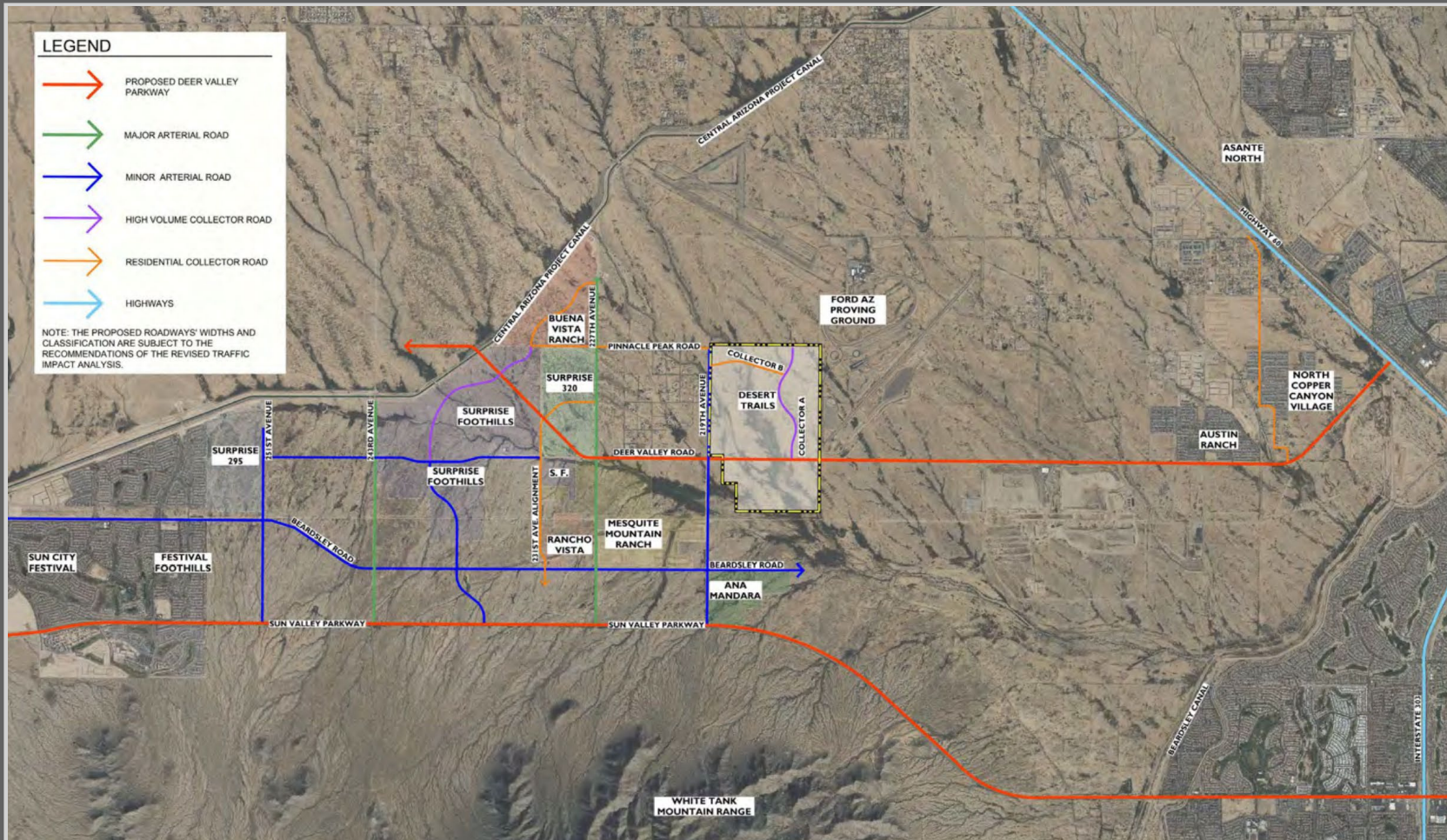


PROPOSED SITE ACCESS

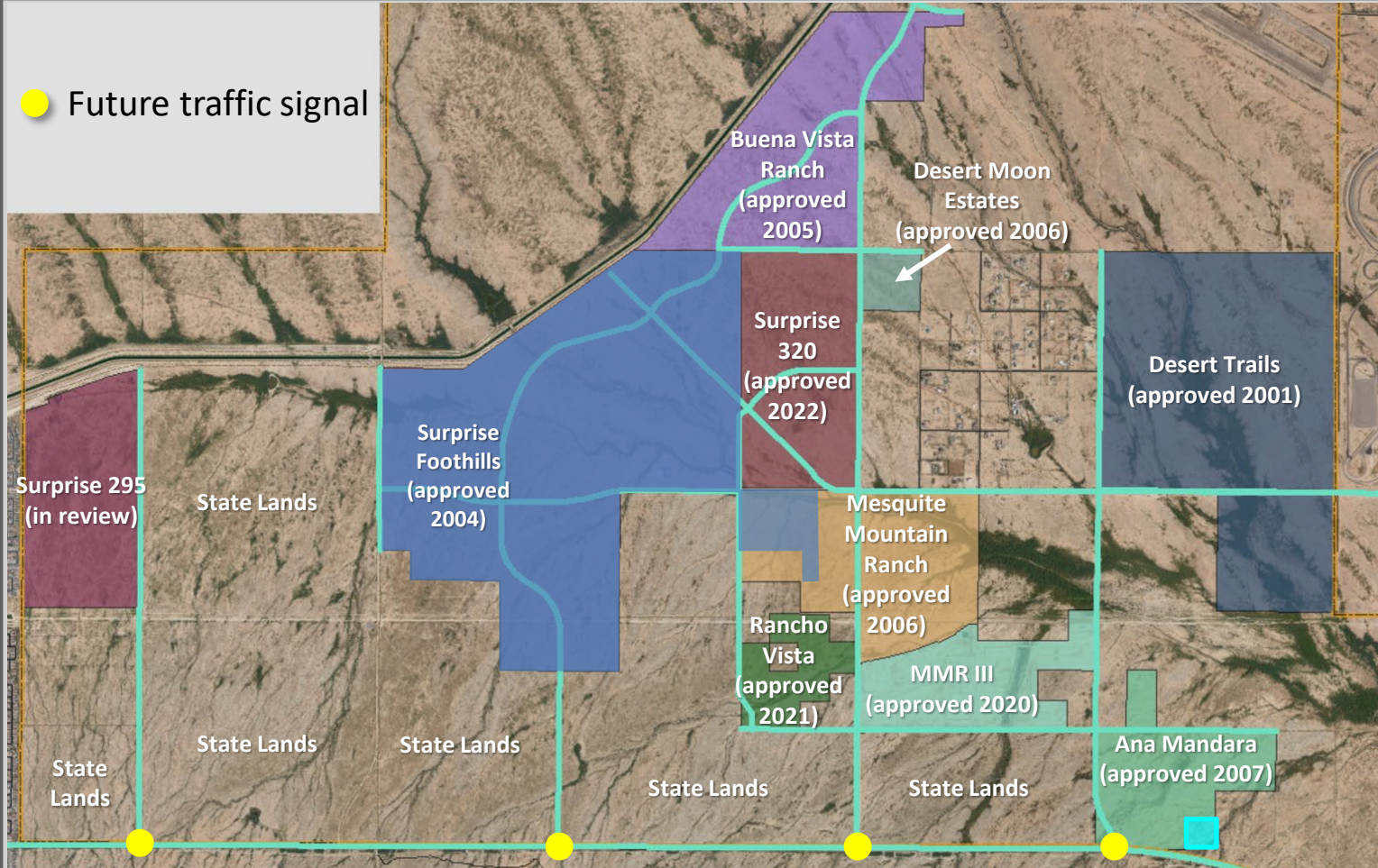
LEGEND

-  PROPOSED DEER VALLEY PARKWAY
-  MAJOR ARTERIAL ROAD
-  MINOR ARTERIAL ROAD
-  HIGH VOLUME COLLECTOR ROAD
-  RESIDENTIAL COLLECTOR ROAD
-  HIGHWAYS

NOTE: THE PROPOSED ROADWAYS' WIDTHS AND CLASSIFICATION ARE SUBJECT TO THE RECOMMENDATIONS OF THE REVISED TRAFFIC IMPACT ANALYSIS.



● Future traffic signal



CITIZEN PARTICIPATION

Neighborhood Outreach Meeting:

- Date: May 15, 2024 at 6 p.m.
- Location: Willow Canyon High School
17901 W. Lundberg St., Surprise, AZ 85388
- Attendance: No members of the public were in attendance.
- No feedback or concerns regarding the subject case were received prior to or following the outreach meeting.



RECOMMENDATION

The Planning & Zoning Commission recommended approval to the Mayor and City Council, subject to stipulations 'a' - 'b'.



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You





STIPULATIONS

- a. Development and use of the site shall be consistent with the Rezone Narrative entitled “Mandara 10 Rezoning Narrative”, prepared by RVi Planning + Landscape Architecture,” received July 17, 2024.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024

Contact Person: Trever Fleetham, PLANNER
SENIOR

Submitting Department: Community Development District: District 1

Staff Recommendations:

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

Agenda Wording:

Consideration and action regarding the annexation of approximately 1.9 acres of county land, generally located on Jomax Road, east of 163rd Avenue. Case FS24-0548.

Motion:

Motion to approve/deny Annexation Ordinance #2024-XX, Case FS24-0548.

Background:

Berry Riddell, LLC, applicant, on behalf of Hawks AZ Land, LLC, property owner, seek 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). An annexation blank petition was recorded with the Maricopa County Recorder's Office on September 6, 2024, to start the 30-day waiting period.

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:

Annexation of this property is compliant with City Council policy by expanding the range of influence of the city. The Surprise General Plan 2040 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more, provided appropriate transitions are made between the various Neighborhood types included within the character area.

Financial Impact:

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

Budget Impact:

At this time, there are no budgetary impacts associated with this item. If the City Council moves forward to annex property into the City limits there could be minor budgetary 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 and 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. 00 - FS24-0548 Nobella Annexation - Final Annexation Hearing - Staff Report
 2. 01 - FS24-0548 Nobella Annexation - Vicinity Map
 3. 02 - FS24-0548 Nobella Annexation - Annexation Map
 4. 03 - FS24-0548 Nobella Annexation - Annexation Narrative
 5. 04 - FS24-0548 Nobella Annexation - Assessor Annexation Report
 6. 05 - FS24-0548 Nobella Annexation - AZ Department of Revenue Report
 7. 06 - FS24-0548 Nobella Annexation Ordinance_2024-36
 8. 07 - FS24-0548 Nobella Signed Annexation Petition
 9. 08 - FS24-0548 Nobella Annexation - Citizen Participation Report
 10. 09 - FS24-0548 Nobella Annexation - Affidavit of Site Posting
 11. FS24-0548 Nobella Annexation - Final Annexation Hearing Presentation
-

ANNEXATION

REPORT TO THE CITY COUNCIL

Case: FS24-0548

Project Name: Nobella Annexation – Final Annexation Hearing

Council District: 1 - Acacia

City Council Date: October 15, 2024

Planner: Trever Fleetham, Planning Manager

Owner: Hawks AZ Land, LLC

Applicant: Berry Riddell, LLC

Request: Annexation of approximately 1.9 acres

Site Location: Generally located on Jomax Road, east of 163rd Avenue

Site Size: 1.9 acres (approx.)

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2040

Actions: **Approve:** Approval of the proposed annexation will increase the corporate limits of the City of Surprise which, in turn, will allow the property to be developed in accordance with the City of Surprise General Plan and Surprise Municipal Code.

Deny: Denial of the proposed annexation will result in the continuation of a long-standing county jurisdiction.

43 **Project Description:**

44
45 Berry Riddell, LLC, applicant, on behalf of Hawks AZ Land, LLC, property owner, seeks
46 annexation of undeveloped land generally located on Jomax Road, east of 163rd Avenue.
47 The annexation proposal includes parcels 503-52-023J, 503-52-023H, 503-52-023G, and a
48 portion of 503-52-018E, encompassing approximately 1.9 acres of unincorporated land. The
49 subject properties are currently zoned Maricopa County Rural-43. If annexed, the property
50 will assume the similar zoning district of Rural Residential (RR) as outlined in the Land
51 Development Ordinance (LDO).

52
53 Arizona Revised Statutes require the filing of a blank annexation petition. The blank
54 petition relating to the subject property was recorded with the Maricopa County
55 Recorder's Office on September 6, 2024 (see attached). Arizona Revised Statutes also
56 require that no signatures be obtained during a 30-day waiting period immediately
57 following the filing of the blank petition, and that a public hearing must be held during the
58 last 10 days of the 30-day waiting period. This requirement was met as the public hearing
59 was held on day 25 of the 30-day waiting period. Following the public hearing and the
60 end of the 30-day waiting period, signatures were collected. State statute requires that an
61 excess of 50% of the landowners and assessed valuation for all real and personal
62 property sign the petition in order to validate the petition. State statute allows up to one
63 year following the end of the 30-day period to obtain the required number of signatures.

64
65 **Background:**

66 **September 4, 2024:** The applicant held a neighborhood outreach meeting at Asante
67 Preparatory Academy for the subject request.

68
69 **September 3, 2024:** Mayor and City Council approved Resolution #2024-135, Nobella
70 Intent to Annex.

71
72 **September 6, 2024:** The Surprise City Clerk filed a blank petition with legal description
73 and affidavit verifying that the territory is not subject to an earlier filing for annexation as
74 filed with the Maricopa County Recorder's Office. Notice and copies of filings were sent
75 to the Clerk of the Board of Supervisors and County Assessor.

76
77 **October 1, 2024:** Mayor and City Council held a public hearing within the last ten days
78 of the 30-day waiting period pursuant to A.R.S. §9-471.

79
80 **October 8, 2024:** The City received the signed annexation petition.

81
82 **Neighborhood Outreach:**

83 The applicant held an in-person neighborhood outreach meeting on September 4, 2024,
84 at the Asante Preparatory Academy. This meeting was noticed pursuant to the
85 requirements of the LDO and state statute. There were approximately six (6) people in
86 attendance. During this meeting, residents from the vicinity asked clarifying questions
87 regarding the overall Nobella development and the timing of future infrastructure
88 improvements. There was no opposition expressed regarding the annexation.

Summary:

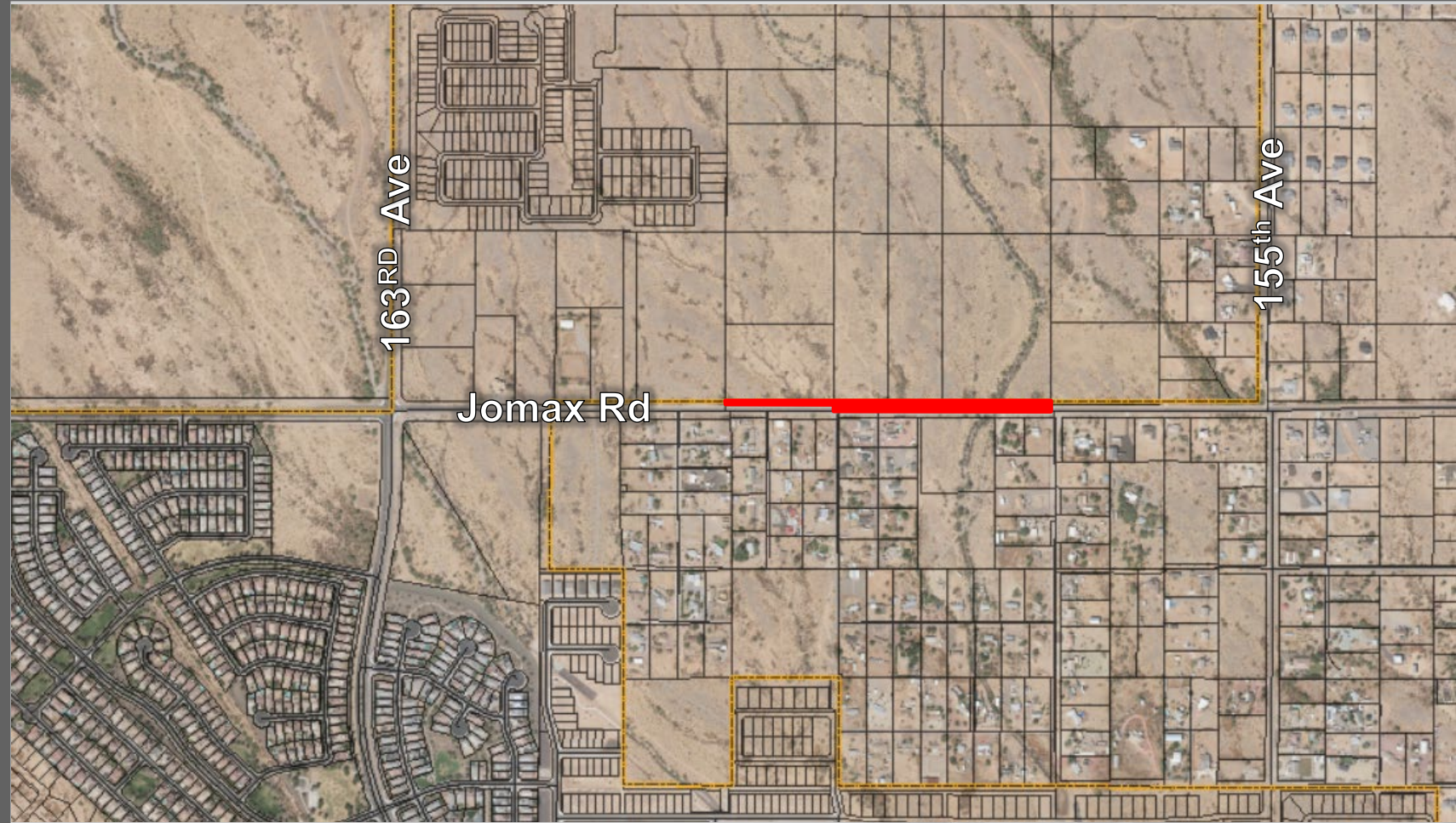
The proposed annexation includes approximately 1.9 acres and requires signatures from representatives of one (1) property owner after the Arizona Revised Statute's required 30-day waiting period concludes on October 6, 2024. The applicant provided the signature to be eligible for annexation by the City of Surprise. The signed petition is attached to this staff report to be considered by City Council.

<u>Annexation Details</u>	<u>A.R.S. Requirements</u>	<u>Provided</u>	<u>Percentage provided</u>
Real Property - 4 parcels (one owner)	1 signature	1 signature	100%
Total Assessed Value - \$20,720	\$20,720	\$20,720	100%

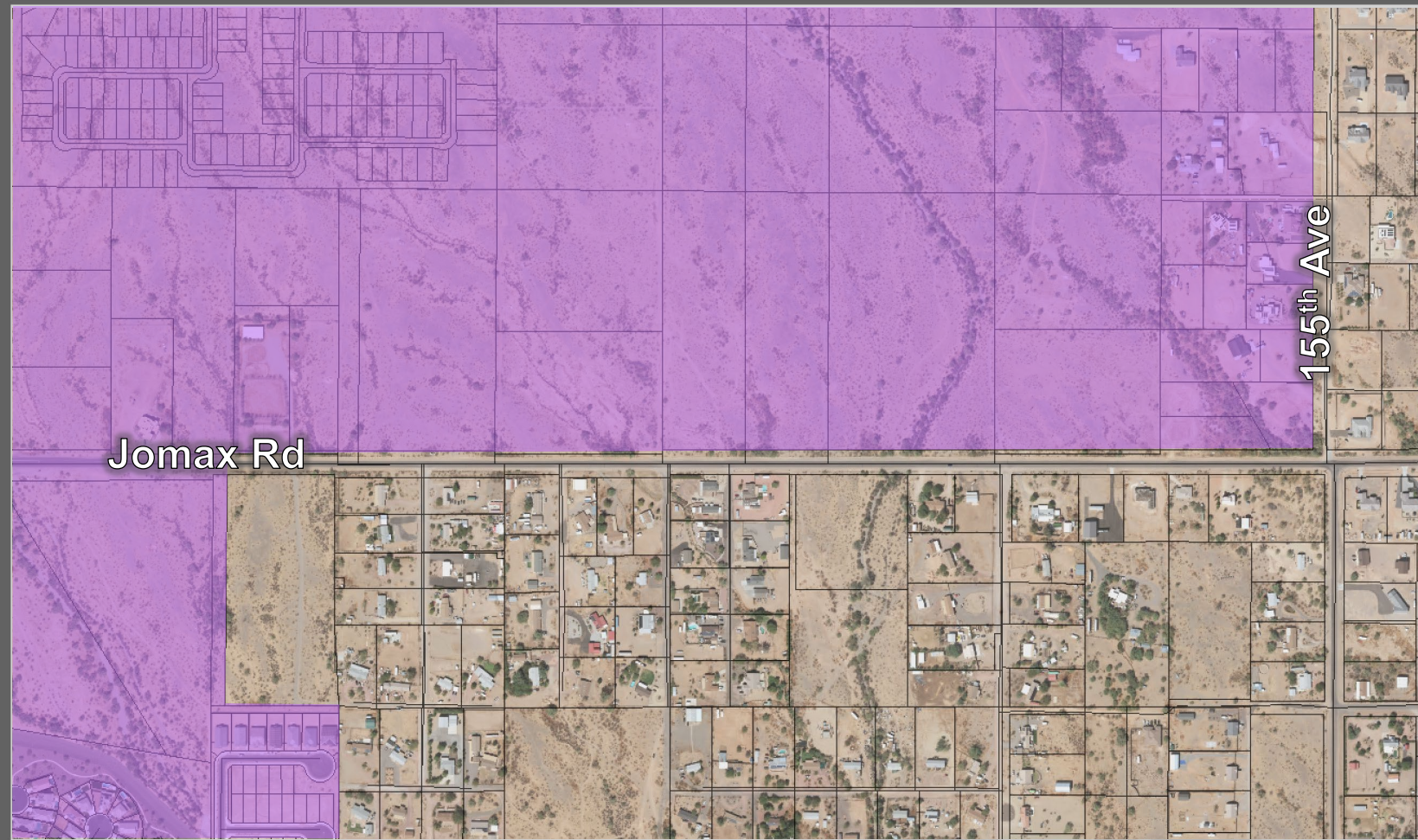
The parcels to be annexed comply with all requirements for size, shape, and contiguity set forth in the Arizona annexation statutes.

Attachments:

00 Staff Report
01 Vicinity Map
02 Annexation Map
03 Annexation Narrative
04 Assessor Annexation Report
05 AZ Department of Revenue Report
06 Ordinance
07 Signed Annexation Petition
08 Citizen Participation Report
09 Affidavit of Site Posting
PowerPoint Presentation



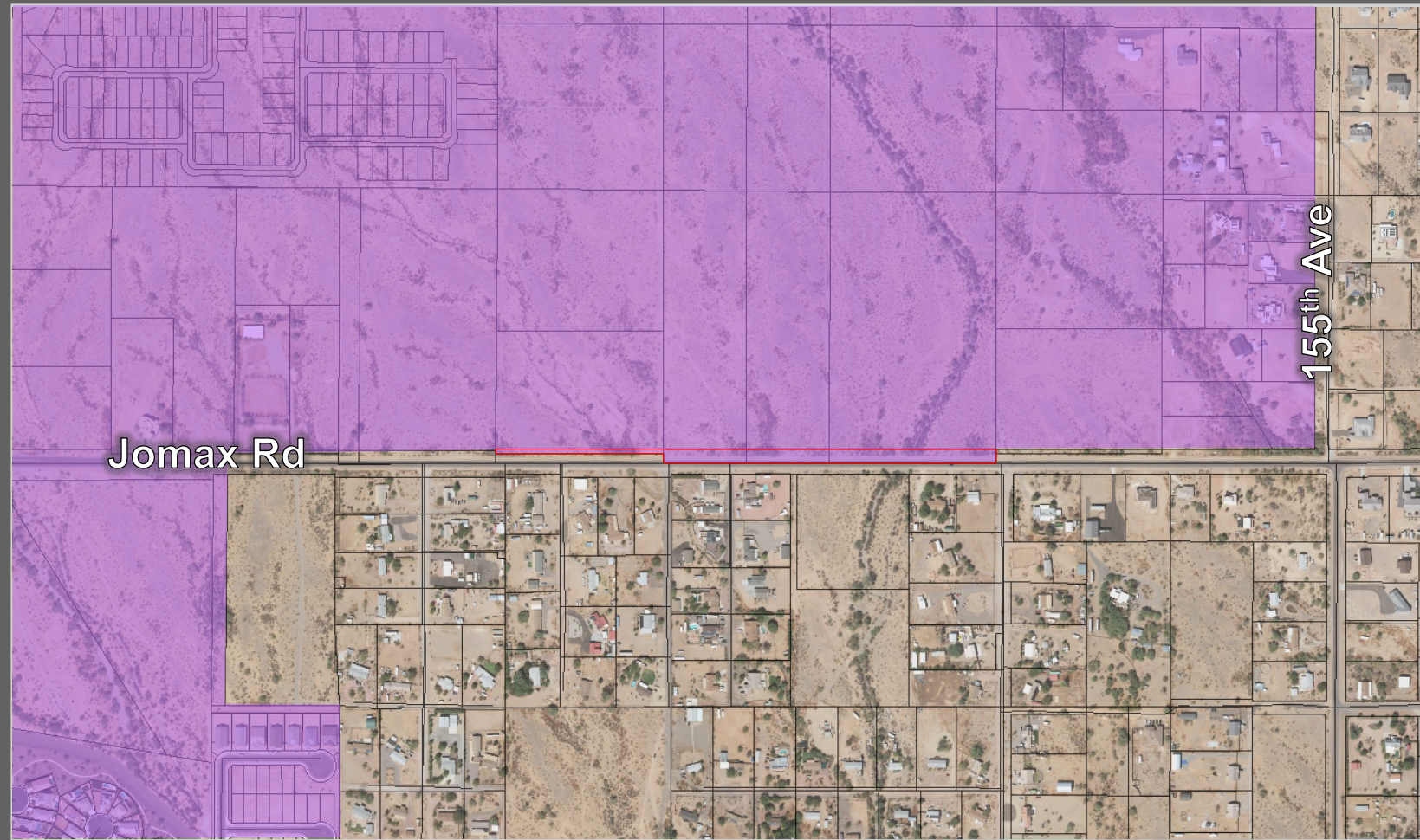
FS24-0548 VICINITY MAP



Jomax Rd

155th Ave

CURRENT BOUNDARIES



NEW BOUNDARIES



September 16, 2024

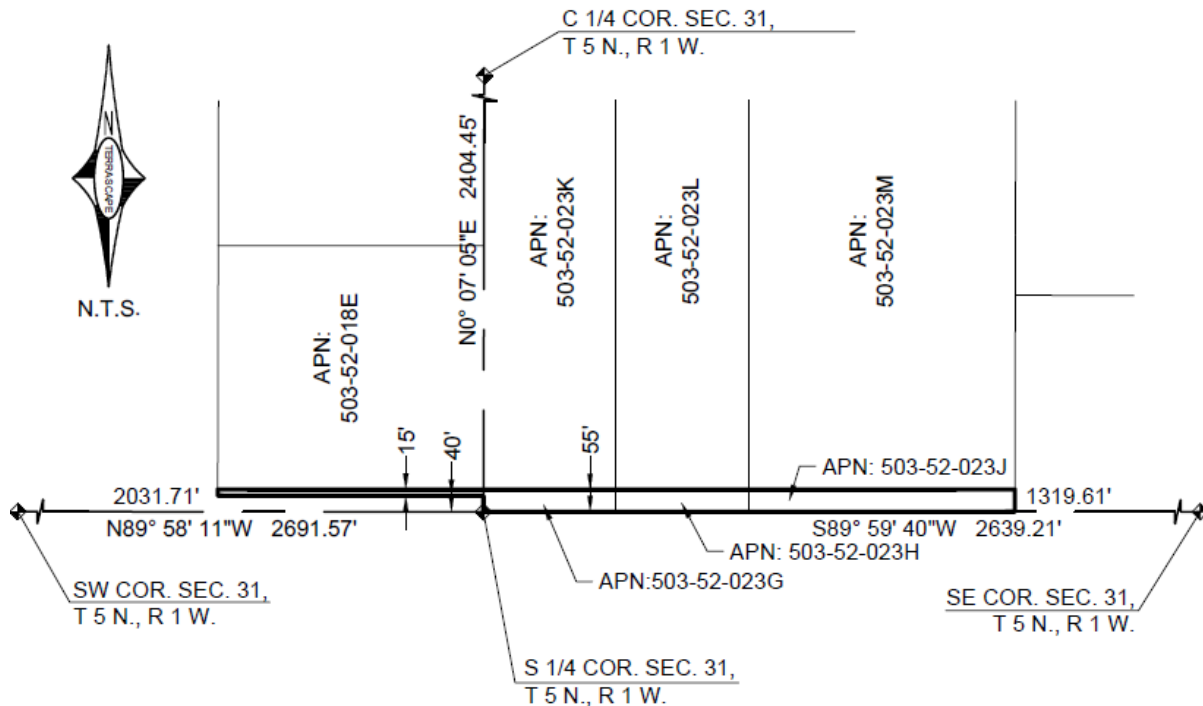
Via ProjectDox, to:

City of Surprise
Community Development
16000 N. Civic Center Plaza
Surprise, Arizona 85374

Re: Request for Annexation / East of the NEC of 163rd Avenue and Jomax Road / FS24-0548

Dear Trever:

The purpose of this correspondence is to request to annex an approximate 1.9-acre property located east of the northeast corner of 163rd Avenue and Jomax Road (the "Site"). The Site comprises a portion of the approximate 199.21-gross-acre Nobella master planned site ("Nobella"). Nobella was annexed into the City of Surprise (the "City") in 1988 (Ordinance Number 88-24). However, a portion of Nobella Parcel Number 503-52-018E was not annexed and remains in the jurisdiction of Maricopa County. Further, Parcel Numbers 503-52-023G, 503-52-023H, and 503-52-023J, as outlined in black below, are in Maricopa County's jurisdiction but will be annexed into the City of Surprise and dedicated as right-of-way to Jomax Road.



BERRY RIDDELL LLC

September 16, 2024

Page 2

We respectfully request your approval of this annexation.

Very truly yours,

A handwritten signature in black ink, appearing to be 'WR' followed by a stylized flourish.

Wendy Riddell

**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.

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.



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
Sheet 1 of 1

Date : 8/8/24



Planning & Development

301 W. Jefferson St., Suite 170
Phoenix, Arizona 85003

P: 602.506.3301

Maricopa.gov

April 16, 2024

Wendy R. Riddell, Esq.
Berry Riddell LLC
6750 E. Camelback Rd., Ste. 100
Scottsdale, AZ 85251

Zoning Verification Letter

APN 503-52-023G, 503-52-023H, 503-52-023J, 503-52-018E

Dear Ms. Riddell,

- a) Ordinance No. 88-26 of the City of Surprise, an annexation document, establishes a 55 foot exception area along various section lines bordering the annexation plat included within the ordinance.
- b) This exception area includes APN's 503-52-023G, 503-53-023H, 503-52-023J and the southern 15 feet of APN 503-52-018E. This exception area is located within the jurisdiction of unincorporated Maricopa County. The remainder of APN 503-52-018E is located within the jurisdiction of the City of Surprise.
- c) APN's 503-52-023G, 503-53-023H, 503-52-023J and the southern 15 feet of APN 503-52-018E are zoned Rural-43. Please contact the City of Surprise for verification of zoning on the portion of APN 503-52-018E located within the City's jurisdiction.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Cannon", with a long horizontal flourish extending to the right.

Adam Cannon, AICP
Senior Planner
Maricopa County Planning and Development Department

Cc: Elyse DiMartino, Berry Riddell LLC
File

Parcel Number	Tax Year	PUC	Property Use	Tax Area Code	McrNum	Lot	Block	Tract	Owner Name
503-52-018E*		2024 0014	VACANT RESIDENTIAL RURAL NON-SUBDIVID	001500					HAWKS AZ LAND LLC
503-52-023G		2024 0014	VACANT RESIDENTIAL RURAL NON-SUBDIVID	000000					HAWKS AZ LAND LLC
503-52-023H		2024 0014	VACANT RESIDENTIAL RURAL NON-SUBDIVID	000000					HAWKS AZ LAND LLC
503-52-023J		2024 0015	VACANT RESIDENTIAL / STRIP OF LD	000000					HAWKS AZ LAND LLC

*Data for parcel represent values for entire tax parcel and are not apportioned to represent area of proposed annexation

In Care Of	Mailing Address	Mailing Suite	City State Zip	Country	Situs Address	Situs City Zip	Exempt Status	Exempt Type
ATTN HOWARD L HAWKS	14302 FNB PKY		OMAHA NE 68154	USA				
ATTN HOWARD L HAWKS	14302 FNB PKY		OMAHA NE 68154	USA				
ATTN HOWARD L HAWKS	14302 FNB PKY		OMAHA NE 68154	USA				
ATTN HOWARD L HAWKS	14302 FNB PKY		OMAHA NE 68154	USA				

Centrally Valued (CVP)	Land FCV	Improvement FCV	CVP PP FCV	Total FCV	Total Assessed FCV	Total Exmpt Assed FCV	Total Net FCV	Total LPV
N	438,400	0	0	438,400	65,760	0	65,760	107,506
N	56,700	0	0	56,700	8,505	0	8,505	8,145
N	56,700	0	0	56,700	8,505	0	8,505	8,145
N	68,300	0	0	68,300	10,245	0	10,245	14,335
	620,100	0	0	620,100	93,015	0	93,015	138,131

Total Assessed Value LPV	Exmpt Assessed Value LPV	Net Assessed Value LPV	Building Sq Ft	Parcel Sq Ft	IWCDAcreage	IWDDAcreage	Total Acreage
16,126	0	16,126		370,442	0.000	0.000	8.504
1,222	0	1,222		18,150	0.000	0.000	0.417
1,222	0	1,222		18,150	0.000	0.000	0.417
2,150	0	2,150		36,300	0.000	0.000	0.833
20,720	0	20,720		0	443,042	0.000	0.000
							10.171

Pers Prop Owner Name	Pers Prop FCV	Pers Prop Net Assessed	Split Parcel	Asmt Ratio	Land LC1	Land Ratio1
	0	0	N	0.15	2.R	1
	0	0	N	0.15	2.R	1
	0	0	N	0.15	2.R	1
	0	0	N	0.15	2.R	1
	0	0				
	0	0				

STATE OF ARIZONA

Department of Revenue
Local Jurisdiction District
Telephone (602) 716-6843



Katie Hobbs
Governor

Robert Woods
Director

September 23, 2024

Mr. Trever Fleetham
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 853774

RE: Valuation Transmittal for Docket # 07-2374-00, FS24-0548 (Nobella Annexation)

Dear Mr. Fleetham:

According to information provided by the taxpayer(s) and based on unit values established by the Centrally Valued Properties Unit, the estimates of value for properties located in the proposed annexation areas are as follows:

<u>Taxpayer #</u>	<u>Taxpayer Name</u>	<u>Full Cash Value</u>	<u>Assessed Value</u>
54641	SOUTHWEST GAS CORPORATION (T&DO)	\$0.00	\$0.00
56743	MIDVALE TELEPHONE EXCHANGE INC	\$0.00	\$0.00
57610	SALT RIVER PROJECT T&D (G,T&D)	\$0.00	\$0.00

Please direct any inquiries you may have regarding this estimate to my email address:
fvillaverde@azdor.gov

Sincerely,

Flo Villaverde
Program Project Specialist 1
Local Jurisdictions

Arizona Department of Revenue - Centrally Valued Property

Centrally Valued Taxpayers by Tax Area Codes

Tax Year: 2025

Class Nbr	County	Tax Area Code	Tax Payer Name	Address	City St Zip
53-851	07 - Maricopa	0	EL PASO NATURAL GAS COMPANY	P O BOX 4372	HOUSTON, TX 77210-4372
53-852	07 - Maricopa	0	SFPP LP, ATTN: PROPERTY TAX	P.O. BOX 4372	HOUSTON, TX 77210-4372
54-641	07 - Maricopa	0	SOUTHWEST GAS CORPORATION (T&DO)	PO BOX 98510 LVD-400	LAS VEGAS, NV 89193 8510
54-650	07 - Maricopa	0	ARIZONA PUBLIC SERVICE COMPANY (G,T&D)	P O BOX 53999 MS 9505	PHOENIX, AZ 85072 3940
54-650	07 - Maricopa	70	ARIZONA PUBLIC SERVICE COMPANY (G,T&D)	P O BOX 53999 MS 9505	PHOENIX, AZ 85072 3940
54-659	07 - Maricopa	70	ARIZONA PUBLIC SERVICE COMPANY (REE)	P O BOX 53999 MS 8605	PHOENIX, AZ 85072 3999
54-660	07 - Maricopa	0	UNISOURCE ENERGY CORP (G,T&D)	P O BOX 711, MAIL STOP HQE707	TUCSON, AZ 85702
55-228	07 - Maricopa	0	Rio Verde Utilities, Inc (Water)	2355 W Pinnacle Peak Rd., Suite 300	Phoenix, AZ 85027
56-725	07 - Maricopa	0	A T & T COMMUNICATIONS INC	1010 PINE STREET, 9E-L-01	ST. LOUIS, MO 63101
56-729	07 - Maricopa	0	QWEST CORPORATION	1025 EL DORADO BLVD.	BROOMFIELD, CO 80021
56-729	07 - Maricopa	70	QWEST CORPORATION	1025 EL DORADO BLVD.	BROOMFIELD, CO 80021
56-738	07 - Maricopa	0	T D S TELECOMM AZ TELEPHONE CO	525 JUNCTION ROAD	MADISON, WI 53717
56-743	07 - Maricopa	0	MIDVALE TELEPHONE EXCHANGE INC	P O BOX 7	MIDVALE, ID 83645
56-745	07 - Maricopa	0	VERIZON WIRELESS	P O BOX 635	BASKING RIDGE, NJ 07920
56-747	07 - Maricopa	0	COMMNET WIRELESS LLC	1001 TECHNOLOGY DRIVE	LITTLE ROCK, AR 72223
56-775	07 - Maricopa	0	COX ARIZONA TELCOM LLC	6205 PEACHTREE-DUNWOODY RD TWR A 12TH FL	ATLANTA, GA 30328
56-786	07 - Maricopa	0	AT&T MOBILITY	1010 PINE ST. 9E-L-01	ST LOUIS, MO 63101
56-789	07 - Maricopa	0	T-MOBILE	12920 SE 38TH STREET, P.O. BOX 85021	BELLEVUE, WA 98015-8521
56-795	07 - Maricopa	0	CENTURYLINK COMMUNICATIONS LLC	1025 EL DORADO BLVD.	BROOMFIELD, CO 80021
57-610	07 - Maricopa	0	SALT RIVER PROJECT T&D (G,T&D)	P O BOX 52025, PAB323	PHOENIX, AZ 85072 2025
57-610	07 - Maricopa	70	SALT RIVER PROJECT T&D (G,T&D)	P O BOX 52025, PAB323	PHOENIX, AZ 85072 2025
57-690	07 - Maricopa	0	SALT RIVER PROJECT (CWIP)	P O BOX 52025, PAB323	PHOENIX, AZ 85072 2025

Class Nbr	County	Tax Area Code	Tax Payer Name	Address	City St Zip
57-691	07 - Maricopa	0	SALT RIVER PROJECT (EPF)	P O BOX 52025, PAB323	PHOENIX, AZ 85072 2025
57-699	07 - Maricopa	0	SALT RIVER PROJECT (REE)	P O BOX 52025, PAB323	PHOENIX, AZ 85072 2025
61-906	07 - Maricopa	0	FOUR PEAKS MINING CO LLC	17 ABBOTT AVE	OCEAN GROVE, NJ 07756
64-650	07 - Maricopa	0	ARIZONA PUBLIC SERVICE COMPANY (EPF)	P O BOX 53999 MS 9505	PHOENIX, AZ 85072
64-650	07 - Maricopa	70	ARIZONA PUBLIC SERVICE COMPANY (EPF)	P O BOX 53999 MS 9505	PHOENIX, AZ 85072
64-660	07 - Maricopa	0	UNISOURCE ENERGY CORP (T&D EPF)	P O BOX 711, MAIL STOP HQE707	TUCSON, AZ 85702
65-650	07 - Maricopa	0	ARIZONA PUBLIC SERVICE COMPANY (CWIP)	P O BOX 53999 MS 9505	PHOENIX, AZ 85072
65-650	07 - Maricopa	70	ARIZONA PUBLIC SERVICE COMPANY (CWIP)	P O BOX 53999 MS 9505	PHOENIX, AZ 85072

ORDINANCE # 2024-36

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF SURPRISE, MARICOPA COUNTY, STATE OF ARIZONA PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 9 CHAPTER 4 ARTICLE 7 AND AMENDMENTS THERETO BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF SURPRISE, CONSISTING OF APPROXIMATELY 1.9 ACRES LOCATED IN SOUTH HALF OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND ESTABLISHING EQUIVALENT CITY OF SURPRISE ZONING.

WHEREAS, a petition in writing accompanied by a map or plot of said real property having been filed and presented to the Mayor and Council of the City of Surprise, Arizona, signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Surprise in the event of annexation within the territory and land hereinafter described in the attached **Exhibit A** (the "Annexation Area") and as shown by the last assessment of said property which said Annexation Area is contiguous to the City of Surprise, and not now embraced within its limits, asking that the Annexation Area be annexed to the City of Surprise, and to extend and increase the corporate limits of the City of Surprise so as to embrace the same;

WHEREAS, the Mayor and City Council of the City of Surprise, Arizona are desirous of accepting said petition and extending and increasing the corporate limits of the City of Surprise to include said territory;

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire Annexation Area proposed to be annexed to the City of Surprise and had attached thereto at all times an accurate map of the Annexation Area, as shown in **Exhibit B**, desired to be annexed;

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property within the Annexation Area;

WHEREAS, the provisions of A.R.S. § 9-471, and amendments thereto, have been fully observed;

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Surprise, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the County Recorder for Maricopa County, Arizona;

WHEREAS, the Annexation Area described in **Exhibit A** and depicted on **Exhibit B** includes approximately 1.9 acres of improved property owned by Hawks AZ Land, LLC;

WHEREAS, the subject property is within the Annexation Area having zoning in Maricopa County, as shown in **Exhibit C**, the Mayor and City Council, pursuant to A.R.S. § 9-471(L), shall adopt and apply to this area the City of Surprise zoning districts that permit densities and uses no greater than those permitted by the Maricopa County zoning immediately before annexation;

WHEREAS, the City Council has reviewed the Staff Reports and supporting materials which discuss the proposed annexation to be considered by the Council, and now finds that the annexation of the Annexation Area would be beneficial to Surprise by ensuring that all future development would be controlled by and be consistent with the objectives and policies of the Surprise General Plan 2040, the requirements of the Surprise Land Development Ordinance ("LDO"), all future land development ordinances, and all other applicable City of Surprise codes and regulations; and

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

Section 1. That the Annexation Area described in the attached **Exhibit A** be and the same hereby is annexed to the City of Surprise and that the present corporate limits be and the same hereby are extended and increased to include the Annexation Area described in Exhibit A contiguous to the present City limits.

Section 2. That a copy of this Ordinance, together with an accurate map of the territory hereby annexed as shown in **Exhibit B**, is certified by the Mayor of the City of Surprise shall be recorded in the office of the County Recorder of Maricopa County, Arizona and that a copy of this ordinance shall be provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

Section 3. That the property described in **Section 1** of this Ordinance with Maricopa County zoning as shown in **Exhibit C** shall be designated with equivalent City of Surprise zoning as shown in **Exhibit C** upon the effective date of this Ordinance.

Section 4. That the City of Surprise zoning map is herewith amended to reflect the change in districts referred to in **Section 3**, above.

Section 5. This Ordinance shall take effect, and the annexation of the subject property shall become final, thirty days after this Ordinance is adopted.

Section 6. This Ordinance is not of general application throughout the City and therefore is not required to be codified.

Section 7. That the provisions of this Ordinance are not severable, and the entirety of this Ordinance shall become null and void and of no effect in the event any provision is finally determined to be illegal or invalid by a court of competent jurisdiction or if any provision should be invalidated by a referendum vote.

PASSED AND ADOPTED this _____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

**Legal Description
for
Jomax Right-of-Way
Annexation**

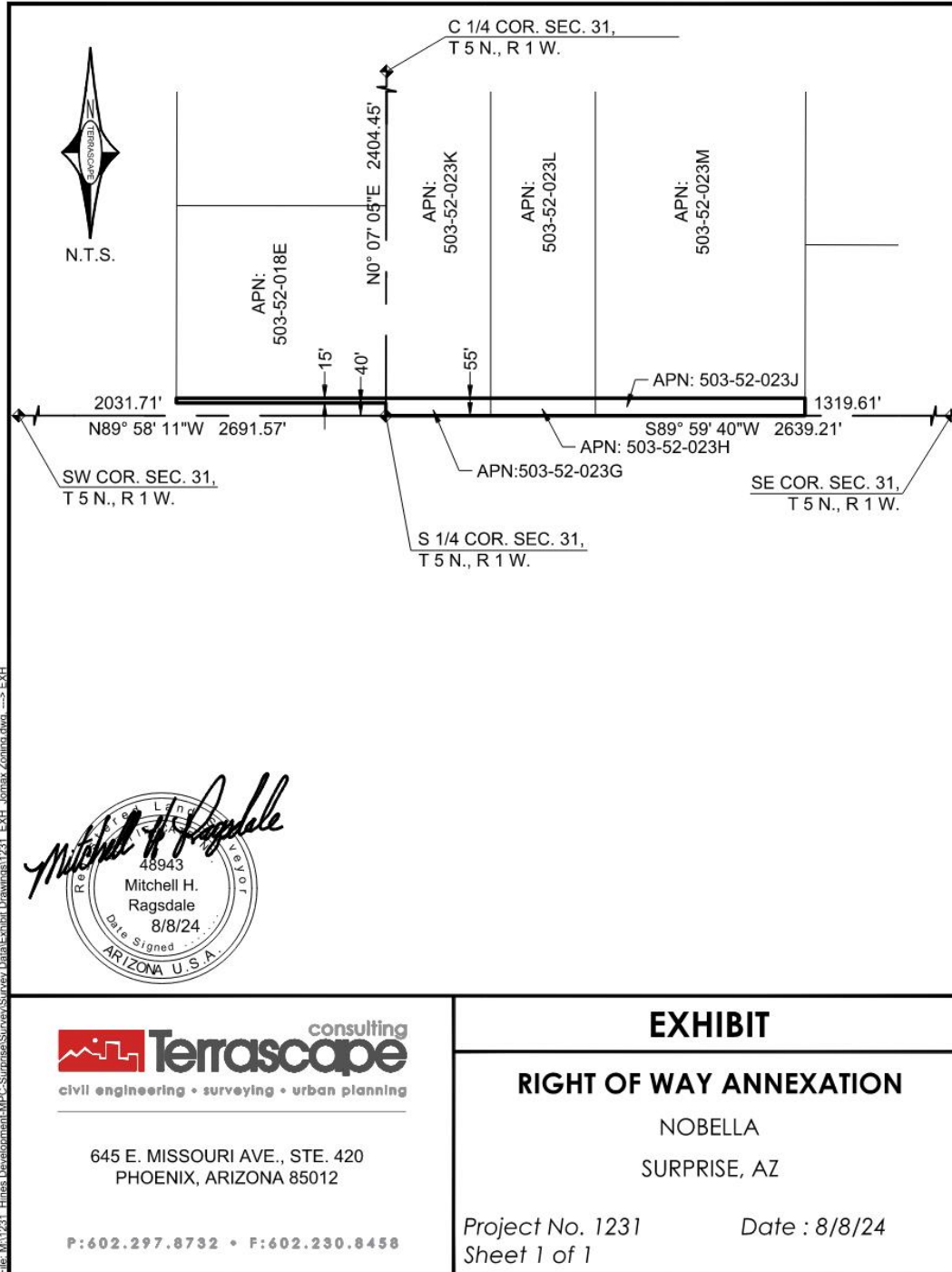
Located in South half of Section 31, Township 5 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona;

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 MAP



Plotted: 08/08/24 - 8:20 AM By: mragdale
File: M1231 - Hines Development-MPC-Surprise\Survey Data\Exhibit Drawings\1231_EXH_Jonax_Zoning.dwg --> EXH

Ordinance No. 2024-36
RFLS # 9698
Rev 09/24

EXHIBIT C

Zoning Table

APN	Owner	Pre-annexation Maricopa County Zoning	Post-annexation Surprise Zoning
503-52-023G	Hawks AZ Land, LLC	Rural-43 (RU-43)	Rural Residential (RR)
503-52-023H	Hawks AZ Land, LLC	Rural-43 (RU-43)	Rural Residential (RR)
503-52-023J	Hawks AZ Land, LLC	Rural-43 (RU-43)	Rural Residential (RR)
503-52-018E	Hawks AZ Land, LLC	Rural-43 (RU-43)	Rural Residential (RR)

ANNEXATION PETITION

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA:

We, the undersigned, the owners of one-half or more of the real and personal property that also represents one-half or more of the value of the real and personal property that would be subject to taxation by the City of Surprise in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Surprise, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked "Exhibit "B" and made a part hereof, request the City of Surprise to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed as part of the Surprise Case #FS24-0548, not already within the present limits of the City of Surprise and located in Maricopa County, Arizona, is as described and attached hereto, marked Exhibit "A" and made part thereof:

DATE	NAME OF PROPERTY OWNER	MAILING ADDRESS	PHONE NO	PARCEL NUMBER OR LEGAL DESCRIPTION
10/8/2024	Nobella Surprise Owner LP (Chris Anderson)	2375 E. Camelback Road St 150 Phoenix, AZ 85016	602-385-4000	503-52-018E
				
10/8/2024	Nobella Surprise Owner LP (Chris Anderson)	2375 E. Camelback Road St 150 Phoenix, AZ 85016	602-385-4000	503-52-023G
				
10/8/2024	Nobella Surprise Owner LP (Chris Anderson)	2375 E. Camelback Road St 150 Phoenix, AZ 85016	602-385-4000	503-52-023H
				
10/8/2024	Nobella Surprise Owner LP (Chris Anderson)	2375 E. Camelback Road St 150 Phoenix, AZ 85016	602-385-4000	503-52-023J
				

State of ARIZONA

County of MARICOPA

This instrument was acknowledged before me on this 8th day of October, 2024, by
Christopher Anderson.

[Signature]

Notary Public

My Commission Expires: 4/30/2028

[SEAL]



LUCINDA GOGGINS
Notary Public - Arizona
Maricopa Co. / #667091
Expires 04/30/2028

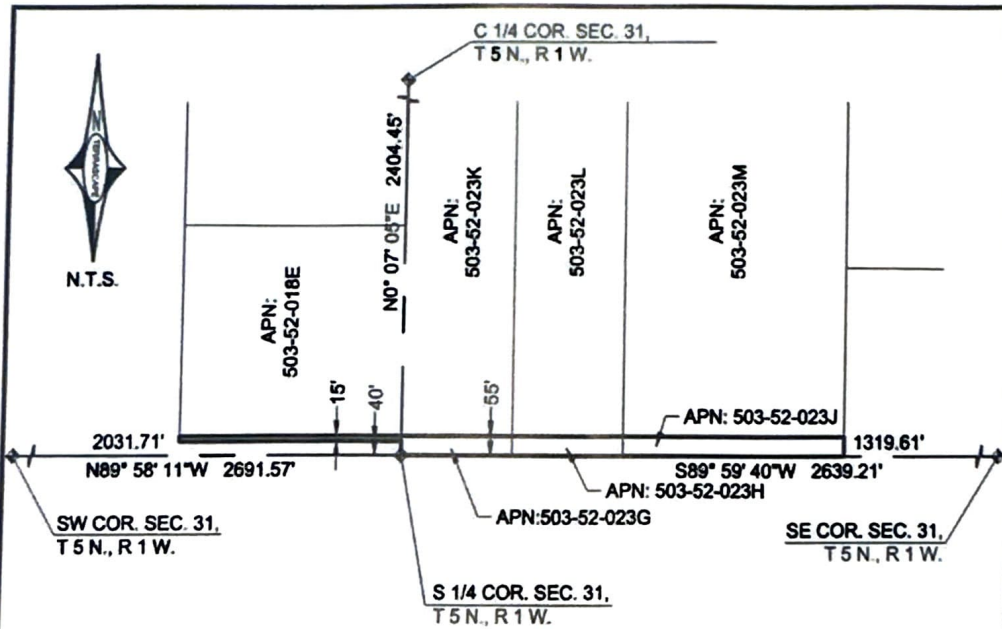
**Legal Description
for
Jomax Right-of-Way
Annexation**

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.





Mitchell H. Ragsdale
 48943
 Mitchell H.
 Ragsdale
 8/8/24
 Date signed
 ARIZONA U.S.A.

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
 Sheet 1 of 1

Date : 8/8/24

Plotted: 08/08/24 - 8:20 AM, By: mragdale
 File: M1231_Rights_Development_MPC-Surrounding-Survey-Station-Divert-Exhibit-Dimensions1231_EBH_Annex_Zoning.dwg --> EXH

Public Outreach Plan

Case Number: FS24-0548

East of the NEC of 163rd Avenue and Jomax Road

September 16, 2024

Prepared for:

Hines
2375 East Camelback Road, Suite 150
Phoenix, AZ 85016

Prepared by:

Berry Riddell LLC
Wendy Riddell, Esq.
Elyse DiMartino, Planner
6750 E Camelback Road, Suite 100
Scottsdale, Arizona 85251

PROPOSAL

This Public Outreach Plan (“POP”) is being provided in association with a request to annex an approximate 2.5-acre portion (the “Site”) of the approximately 199.21-gross-acre Nobella master planned site (“Nobella”) located approximately one-quarter mile east of the northeast corner of 163rd Avenue and Jomax Road.

The POP provides information regarding our notification techniques and processes for reaching out to residents, interested persons, etc., to get feedback on the proposal.

PUBLIC NOTIFICATION TECHNIQUES

Methods for reaching out to interested parties may include the following:

- Open house/neighborhood meetings;
- Follow up meetings if needed;
- Individual meetings with residents, business, and community stakeholders;
- Email and telephone correspondence;
- Sign postings; and,
- Any other means of notification as required by the City of Surprise Planning Division.

PARTIES AFFECTED BY APPLICATION

The Site is bounded on the north, east, and west by the approximate 199.21-acre Nobella site. To the south, across Jomax Road, are large-lot residential homes in Maricopa County’s jurisdiction.

CITIZEN PARTICIPATION, ISSUES, CONCERNS AND PROBLEMS

August 16, 2024 – Sign Postings and Notification Letters

Notification signs were posted on the site on April 19, 2022, with the neighborhood meeting information. City staff sent out a mailer with the neighborhood meeting information and published a legal ad in the newspaper as well.

September 4, 2024 – Neighborhood Meeting

An informational open house was held at the Asante Preparatory Academy at 23251 N. 166th Drive, Surprise, AZ 85387 at 6:00PM. In addition to the development team and the City of Surprise Planning Staff, there were 6 people in attendance. The main topic of conversation involved what was already entitled and clarifying that the only item that was being discussed between the City of Surprise and the owners of the property with regard to this case involved the annexation needed for infrastructure and roadway improvements. There was also conversation surrounding the timing of the development, as some of the neighbors in attendance acknowledged that they like to ride their horses and ATVs on the land where the development will take place. There was no one in opposition to the annexation of the future roadway.

September 16, 2024 – Sign Postings and Notification Letters

Notification signs were posted on the site on September 16, 2024, with the public hearing information. City staff sent out a mailer with the public hearing information and published a legal ad in the newspaper as well.

Ongoing Communication and Engagement

Throughout the lifespan of this project, our team has been available by phone and email to answer questions and to facilitate communication. We will also make available time to sit and follow up in person with any person or group wanting to express their input on the project.

Neighborhood Meeting: Hines
September 4, 2024
Sign-in Sheet

Print Name	Address	Phone	Email
Martin Abraham			
Dodge Marshall			
Pia Nielsen			
Linda Mesman			
Denny Mesman			
Cathy Zamorano			

AFFIDAVIT OF POSTING

Application No: FS24-0548

Applicant Name: Berry Riddell

Location: West of the NWC 157th Ave and Jomax Rd

Date Site Posted: 09/16/24

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

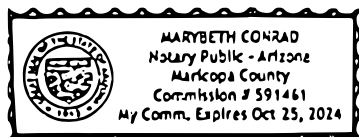
Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett _____
Applicant/Representative Signature Date

This instrument was acknowledged before me on 09/16/24, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



Marybeth Conrad _____
Notary Public
10-25-24 _____
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

Notice of Public Hearing

Neighborhood Meeting

Date: September 4, 2024
Time: 6:00 P.M.
Location: Asante Preparatory Academy
Library-23251 N 166th Dr.
Surprise, AZ 85387

City Council

Date: October 1, 2024
Time: 6:00 P.M.
Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

City Council

Date: October 15, 2024
Time: 6:00 P.M.
Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0548

Request: Annexation of parcels 503-52-023J, 503-52-023H, 503-52-023G and a portion of 503-52-018E, encompassing approximately 2.5 acres, generally located on Jomax Road east of 163rd Avenue.

For more information, call:

623-222-3011

www.Surpriseaz.gov



Sep 16, 2024 at 8:34:30 AM
15931-15999 W Jomax Rd
Surprise AZ 85387

Notice of Public Hearing

Neighborhood Meeting

Date: September 4, 2024

Time: 6:00 P.M.

Location: Asante Preparatory Academy

Library-23251 N 166th Dr.
Surprise, AZ 85387

City Council

Date: October 1, 2024

Time: 6:00 P.M.

Location: Council Chambers

16000 Civic Center Plaza
Surprise, AZ 85374

City Council

Date: October 15, 2024

Time: 6:00 P.M.

Location: Council Chambers

16000 Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0548

Request: Annexation of parcels 503-52-023J, 503-52-023H, 503-52-023G and a portion of 503-52-018E, encompassing approximately 2.5 acres, generally located on Jomax Road east of 163rd Avenue.

For more information, call:

623-222-3011

www.Surpriseaz.gov



Sep 16, 2024 at 8:34:18 AM
15931-15999 W Jomax Rd
Surprise AZ 85387

Notice of Public Hearing

Neighborhood Meeting

Date: September 4, 2024

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Library-23251 N 166th Dr.
Surprise, AZ 85387

City Council

Date: October 1, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

City Council

Date: October 15, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
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For more information, call:

623-222-3011

www.Surpriseaz.gov



Sep 16, 2024 at 8:29:42 AM
15821-15849 W Jomax Rd
Surprise AZ 85387

Notice of Public Hearing

Neighborhood Meeting

Date: September 4, 2024

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Library-23251 N 166th Dr.
Surprise, AZ 85387

City Council

Date: October 1, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

City Council

Date: October 15, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

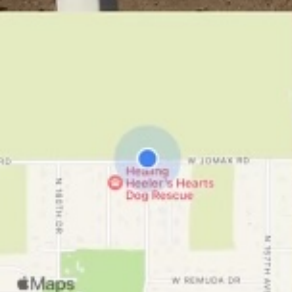
Surprise Case #: FS24-0548

Request: Annexation of parcels 503-52-023J, 503-52-023H, 503-52-023G and a portion of 503-52-018E, encompassing approximately 2.5 acres, generally located on Jomax Road east of 163rd Avenue.

For more information, call:

623-222-3011

www.Surpriseaz.gov



Sep 16, 2024 at 8:29:30 AM
15821-15849 W Jomax Rd
Surprise AZ 85387

Notice of Public Hearing

Neighborhood Meeting

Date: September 4, 2024
Time: 6:00 P.M.
Location: Asante Preparatory Academy
Library-23251 N 166th Dr.
Surprise, AZ 85387

City Council

Date: October 1, 2024
Time: 6:00 P.M.
Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

City Council

Date: October 15, 2024
Time: 6:00 P.M.
Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0548

Request: Annexation of parcels 503-52-023J, 503-52-023H, 503-52-023G and a portion of 503-52-018E, encompassing approximately 2.5 acres, generally located on Jomax Road east of 163rd Avenue.

For more information, call:

623-222-3011
www.Surpriseaz.gov



Sep 16, 2024 at 8:25:14 AM
15701-15791 W Jomax Rd
Surprise AZ 85387

Notice of Public Hearing

Neighborhood Meeting

Date: September 4, 2024

Time: 6:00 P.M.

Location: Asante Preparatory Academy
Library-23251 N 166th Dr.
Surprise, AZ 85387

City Council

Date: October 1, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

City Council

Date: October 15, 2024

Time: 6:00 P.M.

Location: Council Chambers
16000 Civic Center Plaza
Surprise, AZ 85374

Surprise Case #: FS24-0548

Request: Annexation of parcels 503-52-023J, 503-52-023H, 503-52-023G and a portion of 503-52-018E, encompassing approximately 2.5 acres, generally located on Jomax Road east of 163rd Avenue.

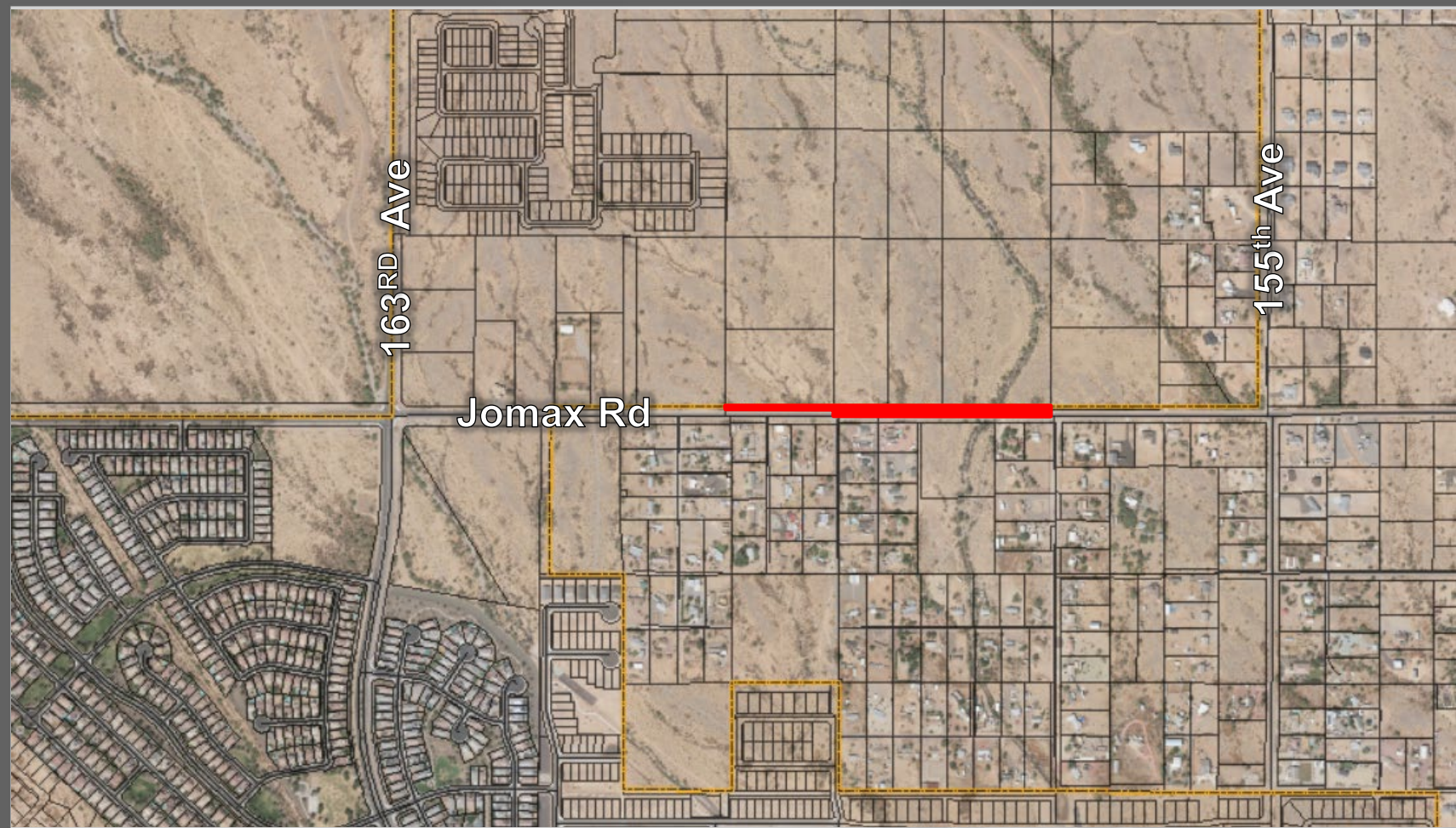
For more information, call:
623-222-3011
www.Surpriseaz.gov

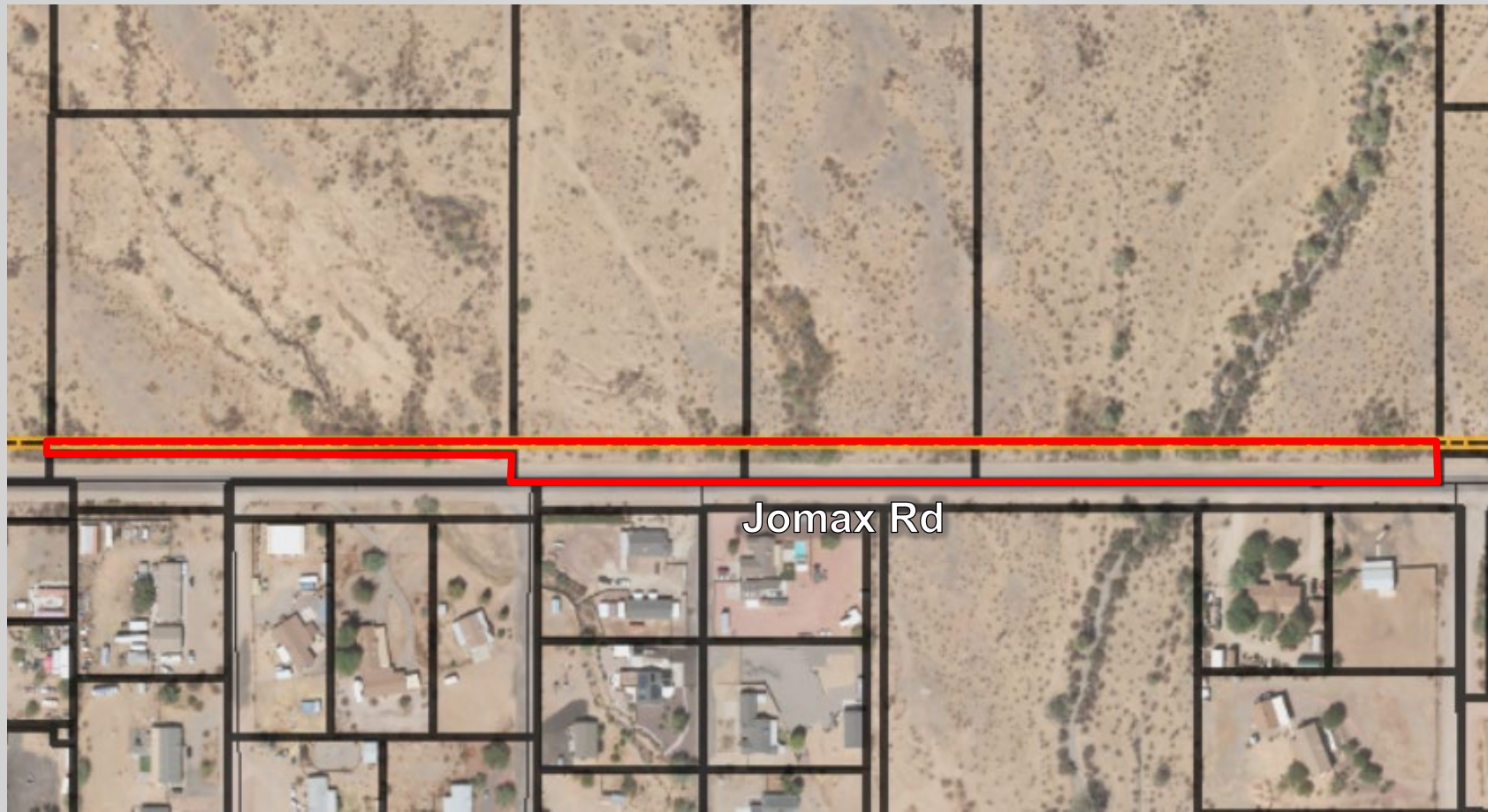




FS24-0548
Nobella
Annexation

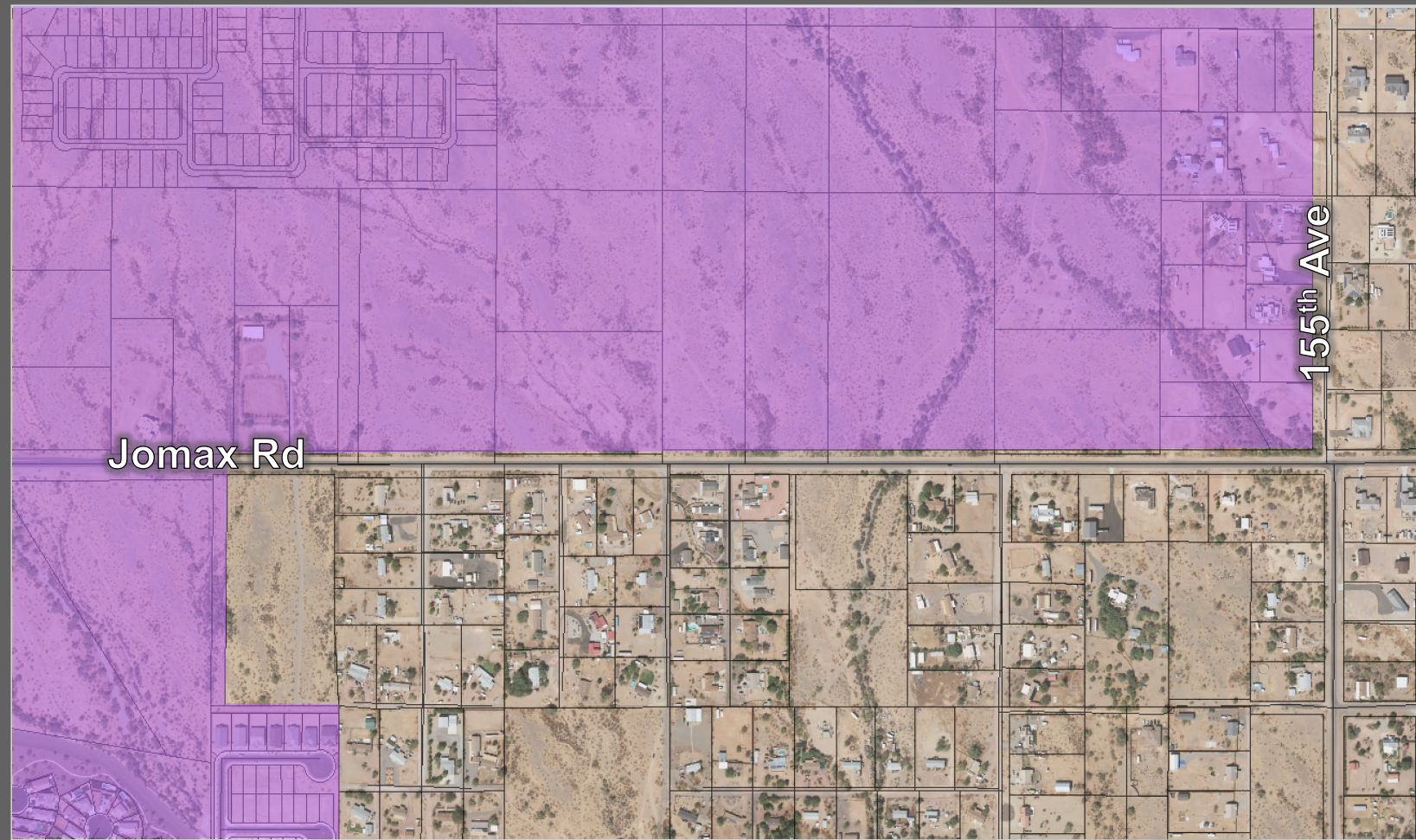
City Council
October 15, 2024



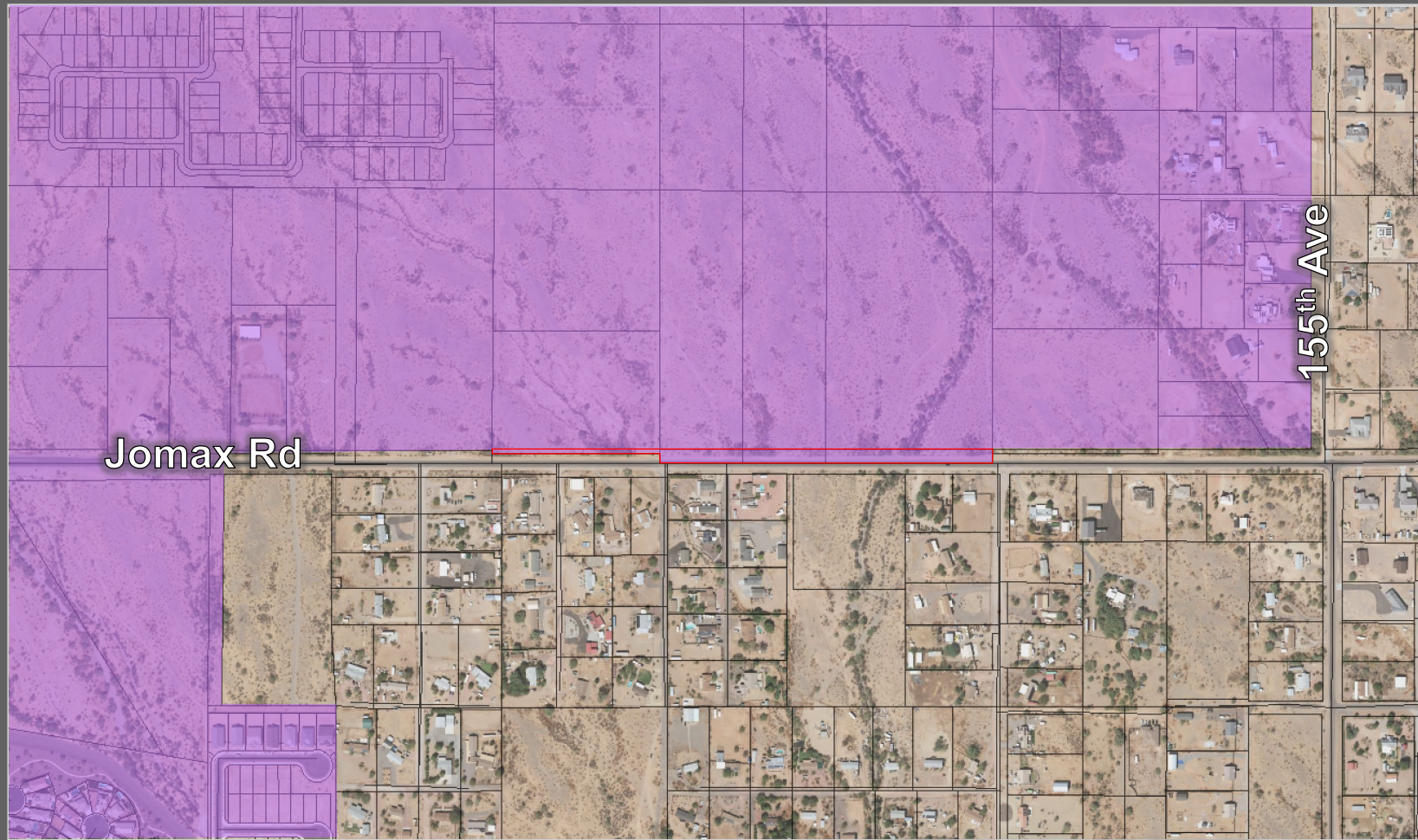


Jomax Rd

AREA TO BE ANNEXED



CURRENT BOUNDARIES



NEW BOUNDARIES



Annexation Steps

Resolution for the Intent to Annex: ✓

- City Council meeting – September 3, 2024

File Blank Petition: ✓

- Begins 30-day waiting period
- Reach out to County Assessor and Dept of Revenue
- September 6, 2024 – Petition filed

Public Hearing (Discussion Only): ✓

- City Council holds public hearing to discuss the annexation

Obtain signatures on annexation petitions ✓

Public Hearing to approve/deny annexation ← **Tonight**



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: October 15, 2024 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Consideration and action pertaining to the approval of a Resolution for the Intent to Annex for the project known as Surprise 295. Case# FS24-0623. Resolution #2024-147.

Motion:

I move to approve/deny Resolution #2024-147 for the Intent to Annex case# FS24-0623 Surprise 295.

Background:

Mark Reddie with RVi Planning and Landscape Architecture, representing the property owner, seeks annexation of undeveloped land generally located south of the Central Arizona Project (CAP), east of the City of Buckeye, north and south of the future Beardsley Road alignment and west of the future 251st Avenue alignment. The annexation proposal is for three (3) parcels, totaling approximately 6.01 acres of unincorporated land within Maricopa County, zoned RU-43. The property will assume the similar zoning district of Rural Residential (RR) as outlined in the Land Development Ordinance (LDO). The applicant applied for a rezone request (under Case # FS23-0350) for Residential Low Density (R-1) and Residential High Density (R-3). Two of the three parcels are proposed to be rezoned to R-1. The third parcel, which the future alignment of Beardsley Road will bisect, is not proposed to be rezoned as it is an access easement for the future development to serve as a secondary access. The Resolution for the Intent to Annex directs City Staff to begin the annexation process pursuant to A.R.S. § 9-471.

Objective Analysis:

Positive impacts include adding additional property to the incorporated limits which will generate additional property taxes and potential development fees for the City. Negative impacts could include providing services to a 6.01-acre area the City did not have to previously serve.

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 budgetary impacts associated with this item. If the City Council moves forward to annex property into the City limits, there could be minor budgetary impacts to the City to provide services to an area that the City did not provide services to in the past. If the area is annexed that could result in the collection of future development fees and sales and property taxes.

FTE Impact:

At this time, there are 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-FS24-0623 Surprise 295 Intent to Annex
 2. 02-FS24-0623 Surprise 295 Intent to Annex - Legal Description
 3. 03 - FS24-0623 Surprise 295 Annexation - Vicinity Map
 4. FS24-0623 Surprise 295 Annexation - PowerPoint
-

RESOLUTION # 2024-147

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 6.01 ACRES GENERALLY LOCATED SOUTH OF THE CENTRAL ARIZONA PROJECT (CAP), EAST OF THE CITY OF BUCKEYE, AND WEST OF FUTURE 251ST ALIGNMENT, IN MARICOPA COUNTY, ARIZONA.

WHEREAS, it has been proposed that the City of Surprise, Arizona (the “City”), annex certain property within a portion of the South Half of Section 18, and the North Half of Section 19, Township 4 North, Range 3 West, of the Gila and Salt River Base and Meridian and further described as the West 55 feet of the South Half of Section 18, except the North portion that falls North of the South boundary line of the Central Arizona Project CSR (CAP) and the west 55 feet of the North Half of Section 19, 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



ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
FOR APN NO.(S) 503-83-022H & 503-82-001A
55 FOOT ANNEXATION TO THE CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

LOCATED WITHIN A PORTION OF THE SOUTH HALF OF SECTION 18, AND THE NORTH HALF OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

FURTHER DESCRIBED AS FOLLOWS:

THE WEST 55 FEET OF THE SOUTH HALF OF SECTION 18, EXCEPT THE NORTH PORTION THAT FALLS NORTH OF THE SOUTH BOUNDARY LINE OF THE CENTRAL ARIZONA PROJECT CSR (CAP) AND THE WEST 55 FEET OF THE NORTH HALF OF SECTION 19.

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

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 21003646
DATE JUNE 10TH, 2024



A handwritten signature in black ink, appearing to read "James G. Spring", written over the bottom portion of the professional seal.



ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
FOR APN NO. 503-82-016
55 FOOT ANNEXATION TO THE CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

LOCATED WITHIN A PORTION OF THE SOUTH HALF OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

FURTHER DESCRIBED AS FOLLOWS:

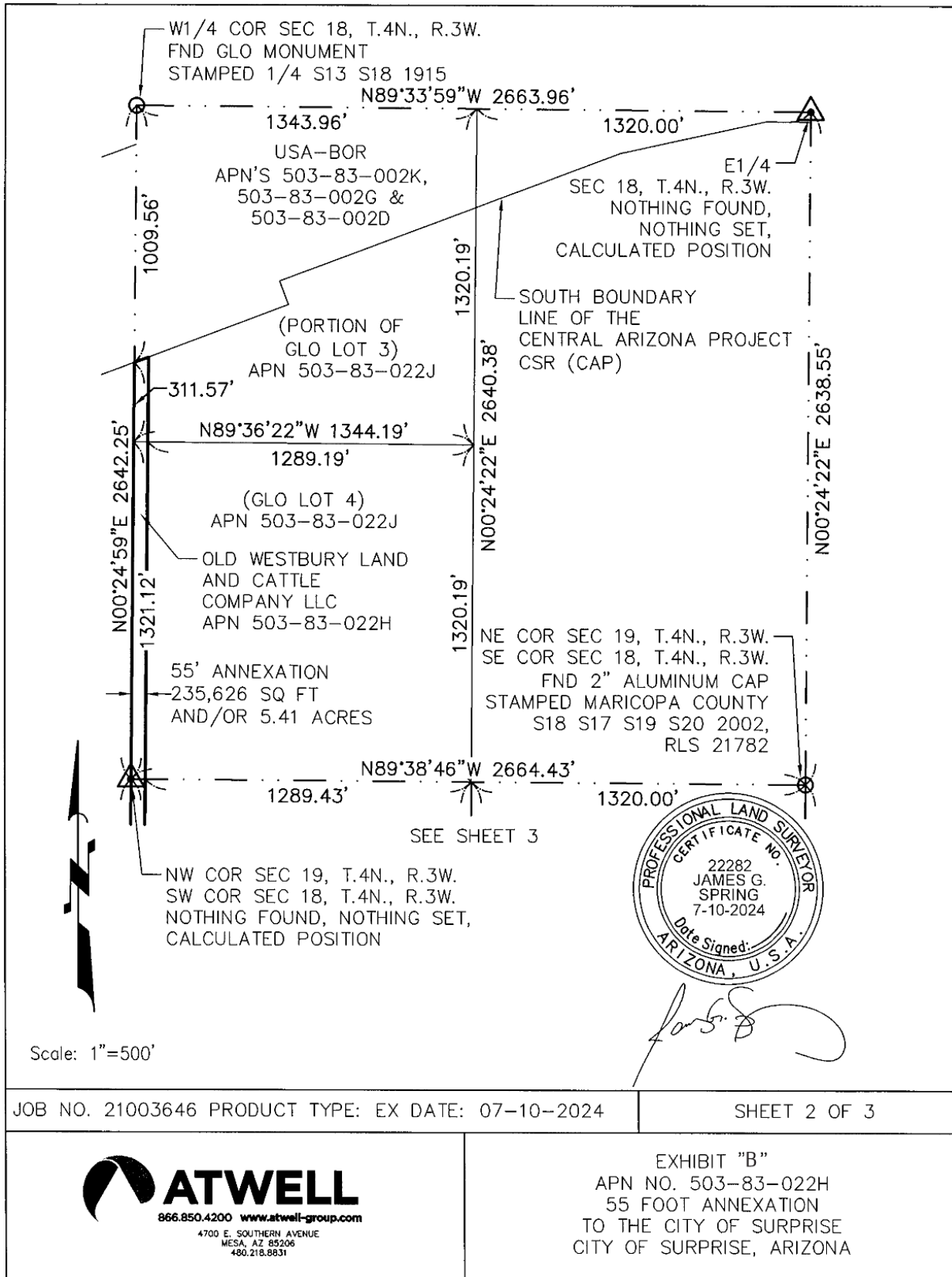
THE WEST 55 FEET OF THE SOUTH HALF OF SECTION 19 WITHIN APN NO. 503-82-016 EXCEPT THE PORTION SOUTH OF THE PROJECTED SOUTH RIGHT OF WAY LINE OF WEST BEARDSLEY PARKWAY.

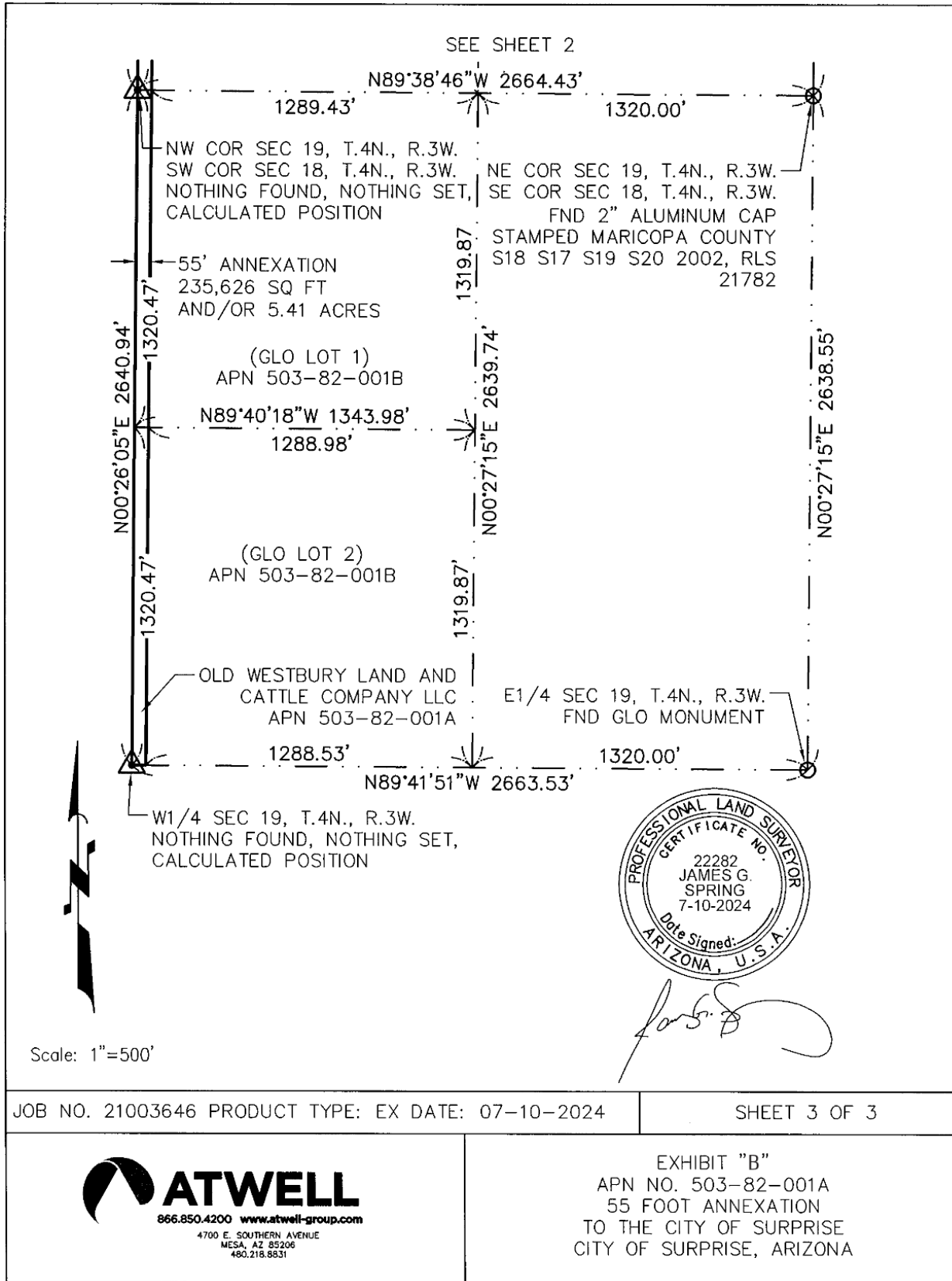
THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

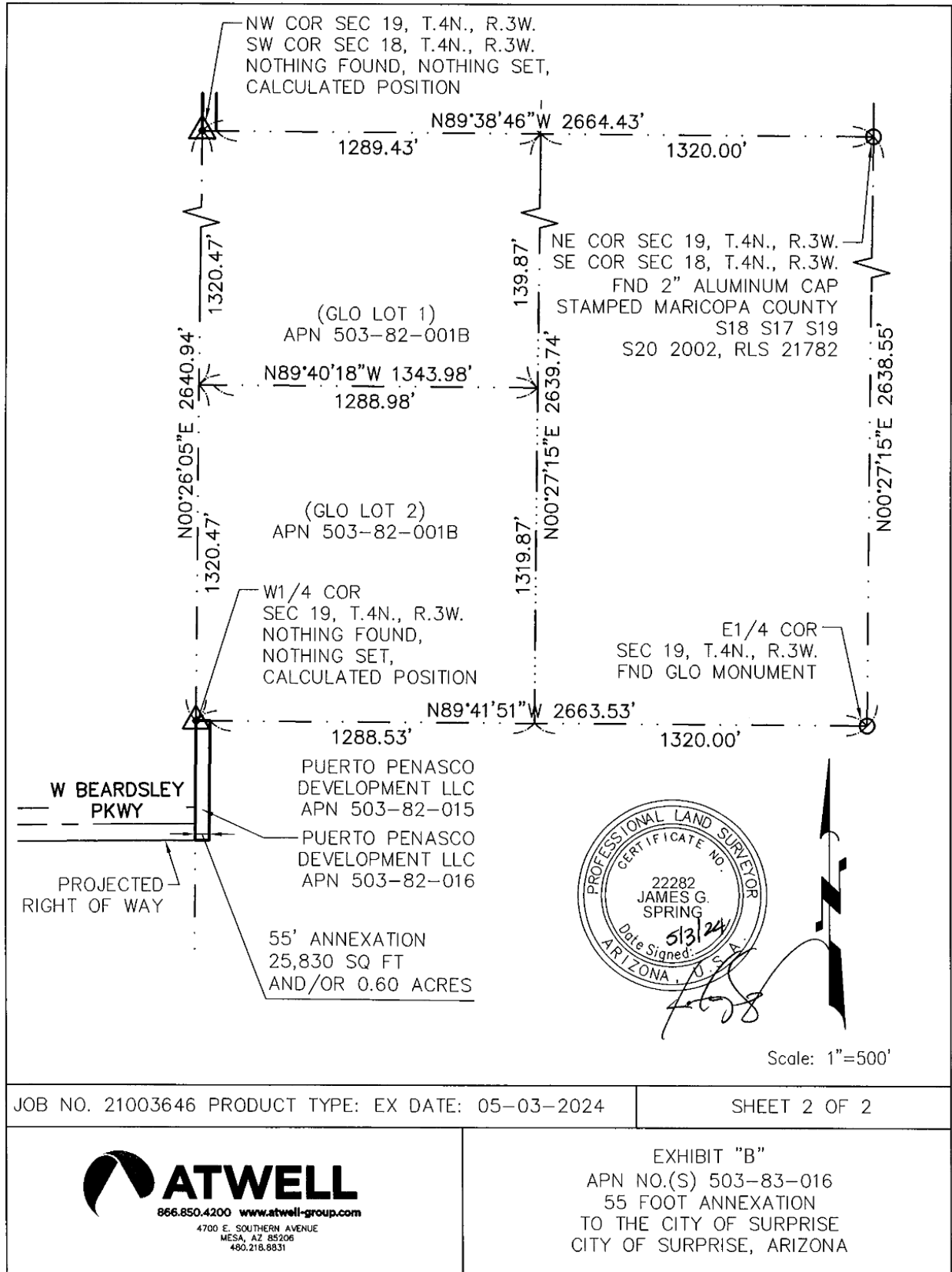
PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 21003646
DATE MAY 3RD, 2024



EXHIBIT B







JOB NO. 21003646 PRODUCT TYPE: EX DATE: 05-03-2024

SHEET 2 OF 2



EXHIBIT "B"
 APN NO.(S) 503-83-016
 55 FOOT ANNEXATION
 TO THE CITY OF SURPRISE
 CITY OF SURPRISE, ARIZONA



ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
FOR APN NO.(S) 503-83-022H & 503-82-001A
55 FOOT ANNEXATION TO THE CITY OF SURPRISE
MARICOPA COUNTY, ARIZONA

LOCATED WITHIN A PORTION OF THE SOUTH HALF OF SECTION 18, AND THE NORTH HALF OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

FURTHER DESCRIBED AS FOLLOWS:

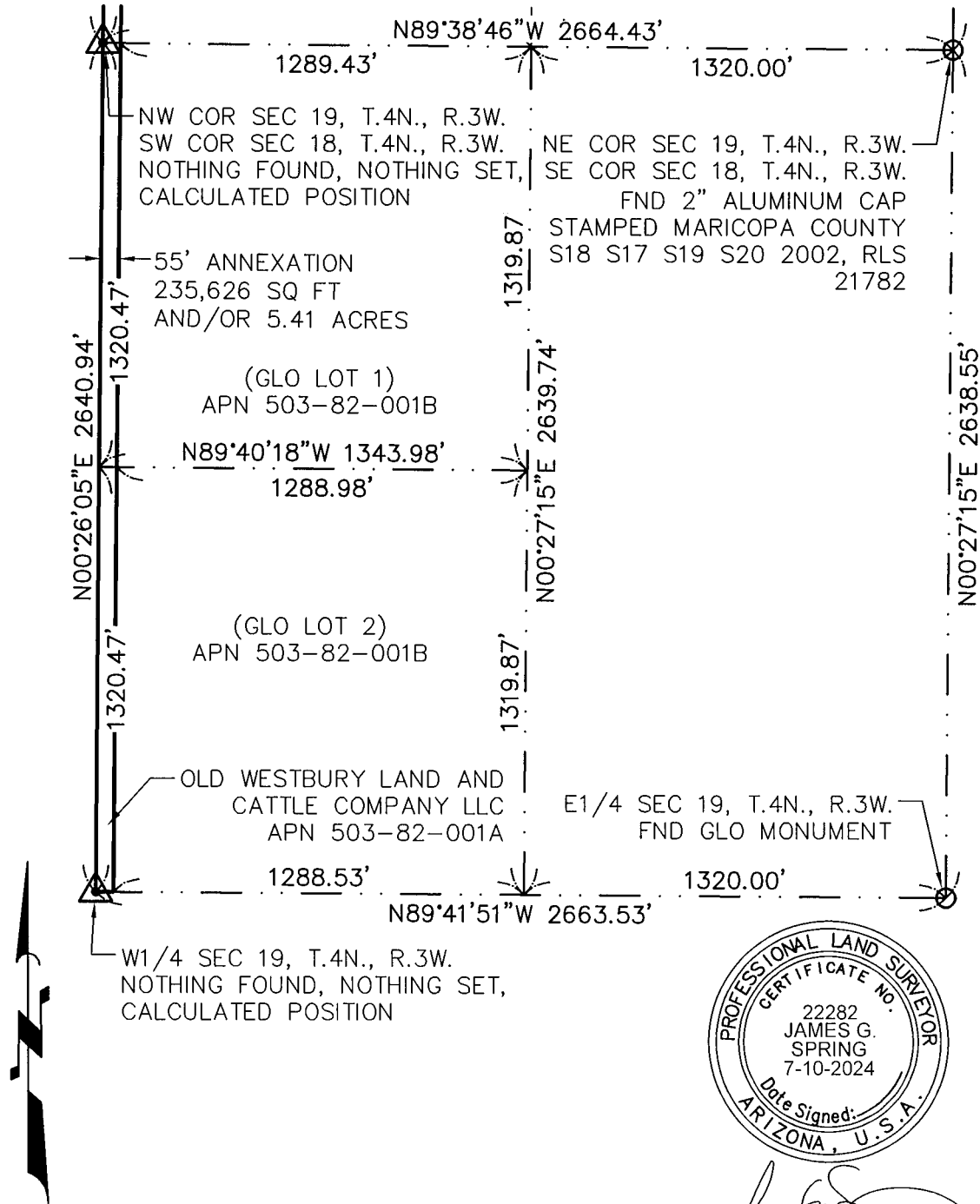
THE WEST 55 FEET OF THE SOUTH HALF OF SECTION 18, EXCEPT THE NORTH PORTION THAT FALLS NORTH OF THE SOUTH BOUNDARY LINE OF THE CENTRAL ARIZONA PROJECT CSR (CAP) AND THE WEST 55 FEET OF THE NORTH HALF OF SECTION 19.

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

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 21003646
DATE JUNE 10TH, 2024



SEE SHEET 2



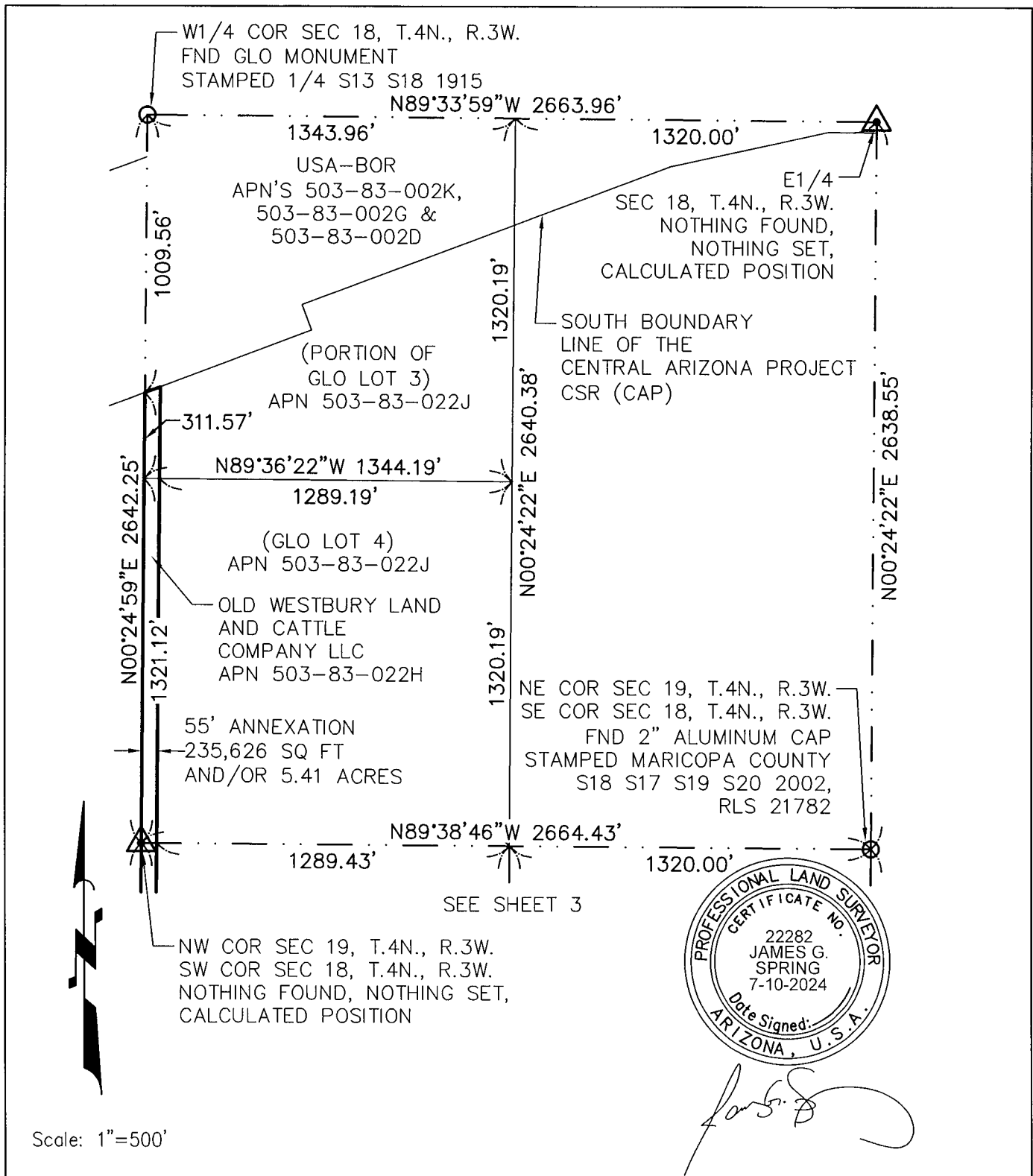
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JOB NO. 21003646 PRODUCT TYPE: EX DATE: 07-10-2024

SHEET 3 OF 3



EXHIBIT "A"
APN NO. 503-82-001A
55 FOOT ANNEXATION
TO THE CITY OF SURPRISE
CITY OF SURPRISE, ARIZONA

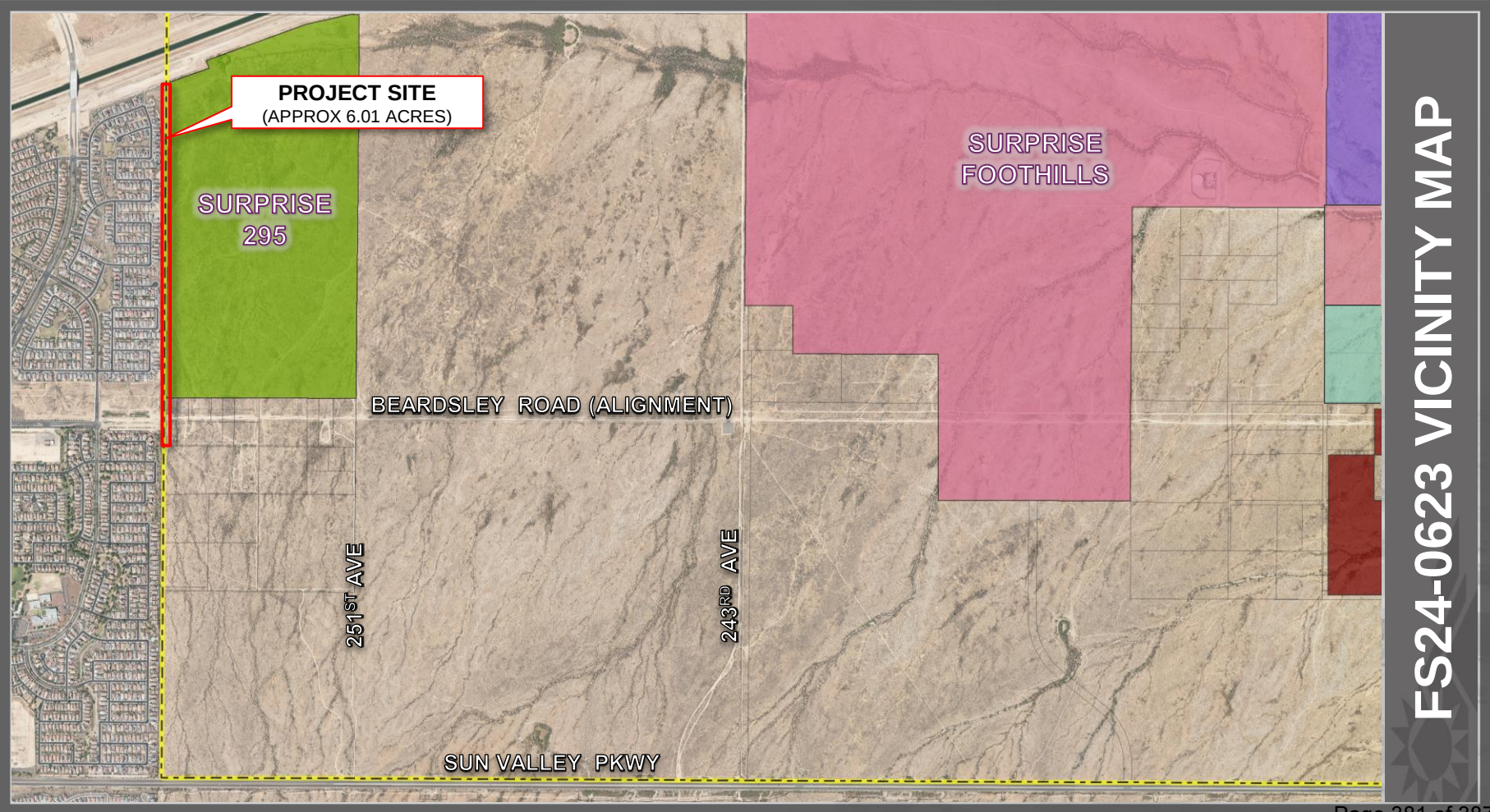


JOB NO. 21003646 PRODUCT TYPE: EX DATE: 07-10-2024

SHEET 2 OF 3



EXHIBIT "A"
APN NO. 503-83-022H
55 FOOT ANNEXATION
TO THE CITY OF SURPRISE
CITY OF SURPRISE, ARIZONA

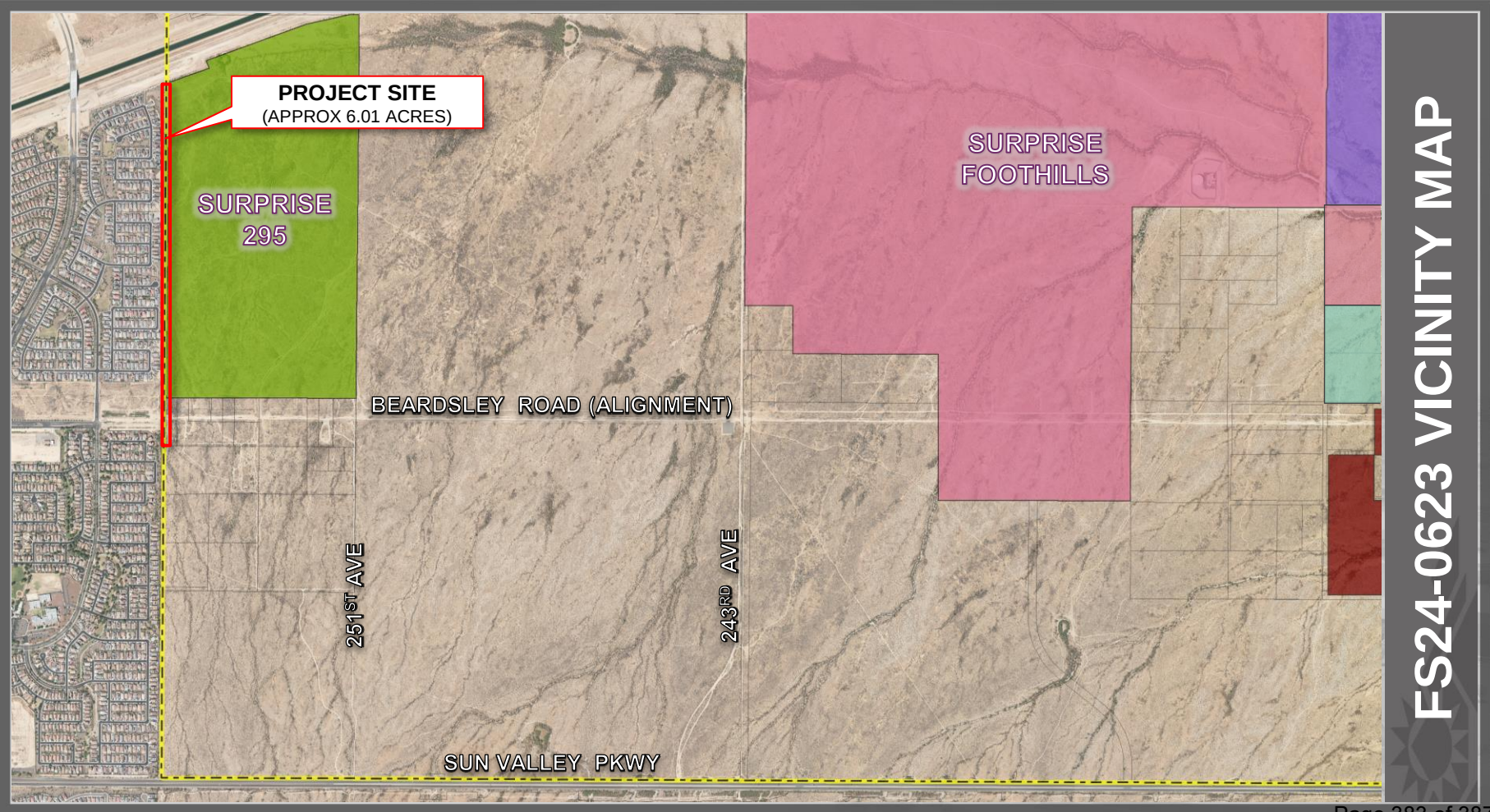




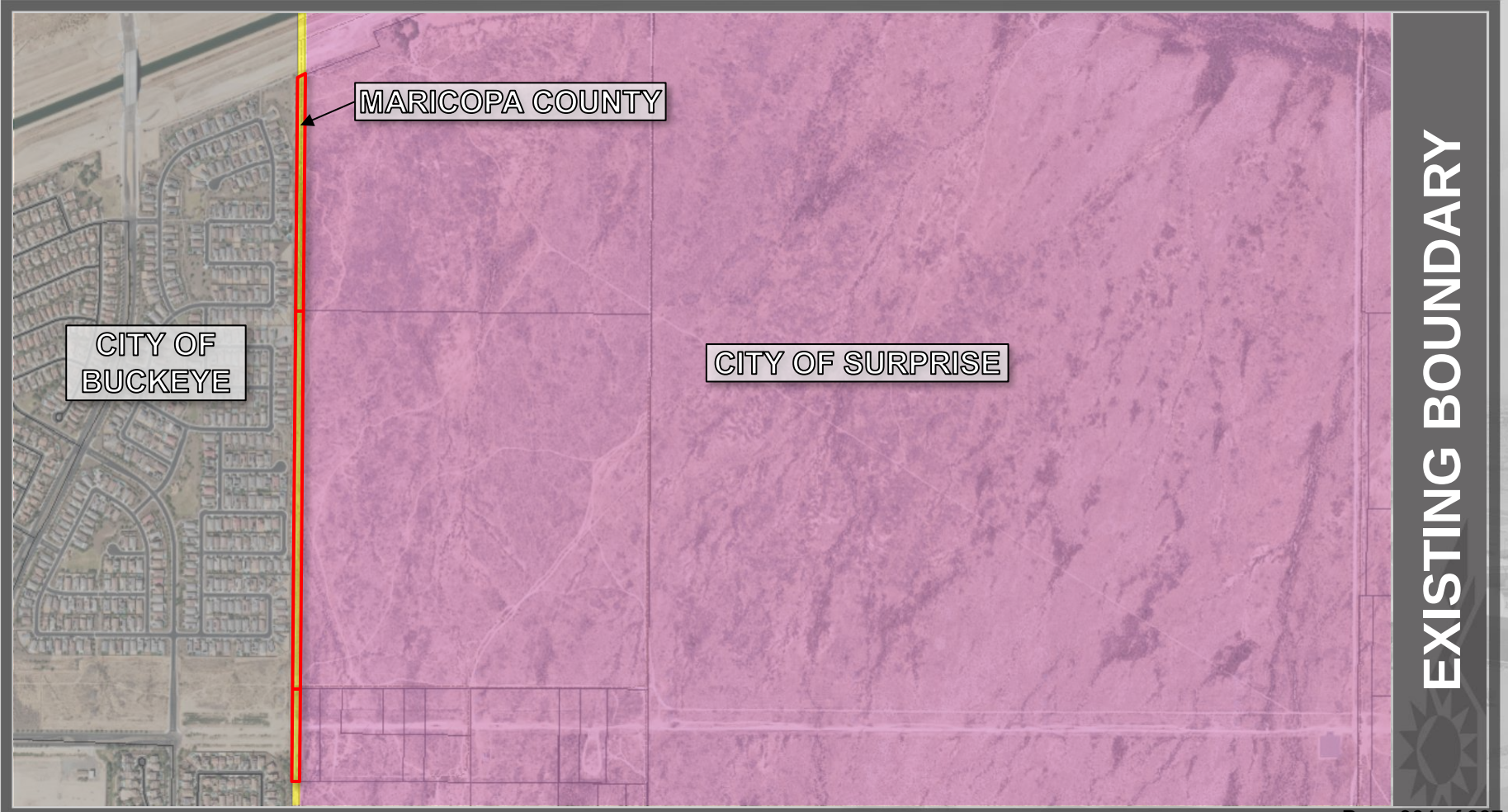
S U R P R I S E
A R I Z O N A

FS24-0623
Surprise 295
Annexation

City Council
October 15, 2024



FS24-0623 VICINITY MAP

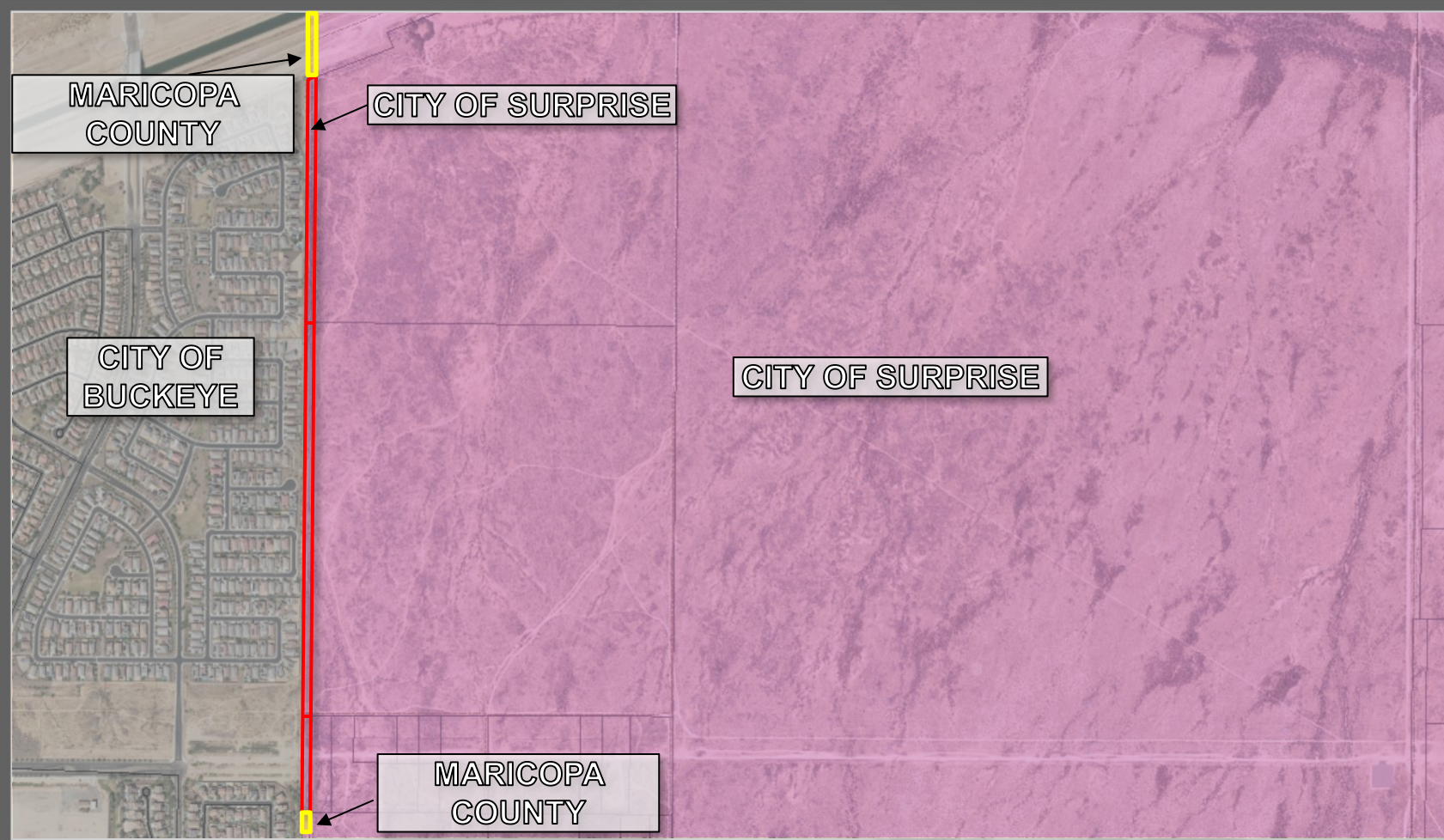


MARICOPA COUNTY

CITY OF
BUCKEYE

CITY OF SURPRISE

EXISTING BOUNDARY



PROPOSED ANNEXATION

Annexation Steps

Resolution for the Intent to Annex

- Approve Resolution for Blank Petition
- City Council meeting – October 15, 2024 ← **Tonight**

File Blank Petition:

- Begins 30-day waiting period
- Reach out to County Assessor and Dept of Revenue
- Petition to be filed

Public Hearing:

- City council holds public hearing to discuss the annexation

Obtain signatures on annexation petitions

- Applicant has 1 year to complete petition
- City Council adopts annexation ordinance



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You