CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Monday, November 4, 2024 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

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

F. City Clerk Report

1.	Citywide	November Election Update	Kristi Passarelli City Clerk

G. Regular City Council Meeting Agenda

CONSENT AGENDA:

2.	Internal	Consideration and action to approve the October 15, 2024 Regular City Council Meeting Minutes, and City Council Work Session Minutes.	Kristi Passarelli City Clerk
3.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, "Prasada SLR Parcel 1" and dated August 29, 2024, a property located at the southeast corner of Sweetwater Avenue and 159th Avenue; Case FS24-0585.	Tanner Wessel Community Development
4.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Platinum Acres Final Plat" and dated August 15, 2024, a property located generally at the southwest corner of Dale Lane and 177th Avenue; Case FS24-0550.	Alex Ferruccio Community Development
5.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Nobella – Parcel 2.2" and dated July 16, 2024, a property generally located northeast of the northeast corner of Jomax Road and 163rd Avenue; Case FS24-0620.	Trever Fleetham Community Development
6.	District 1	Consideration and action pertaining to approval of the Plat entitled, "Corrective Plat of Asante – Unit 3.8B and Unit 4.1", dated August 21, 2024, a site generally located	Leslie Carnie Community Development

		northeast of Happy Valley Road and Pat Tillman Boulevard; Case FS23-1067.	
7.	District 1	Consideration and action pertaining to approval of the Corrective Plat entitled, “Asante Planning Area 4 – Unit 3.7A” and dated August 21, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard; Case FS23-1032.	Leslie Carnie Community Development
8.	District 1	Consideration and action pertaining to approval of the Corrective Plat entitled, “Asante Unit 3.7B, Unit 3.7C and Unit 3.8A” and dated August 21, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard; Case FS23-1073.	Leslie Carnie Community Development
9.	District 1	Consideration and action pertaining to approval of the Corrective Plat entitled, “Asante Unit 4.2” and dated September 12, 2024, a site generally located northwest of the corner of Happy Valley Rd. and 163rd Ave; Case FS23-0830.	Leslie Carnie Community Development
10.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, “Asante – Unit 4.11B Lot 72” and dated August 27, 2024, a property generally located northeast of Asante Boulevard and Pat Tillman Boulevard; Case FS24-0920.	Leslie Carnie Community Development
11.	Internal	Consideration and action authorizing submission of the *Request for Waiver* from the requirement of posting the statutory deposit to the Industrial Commission of Arizona.	Digger Oster Human Resources
12.	District 4	Consideration and action pertaining to the immediate formation of a lighting improvement district known as SU-AutoshowWest3212 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-161.	Kristin Tytler Public Works
13.	District 1	Consideration and action declaring the intent and enlarging an existing lighting improvement district known as City of Surprise, Arizona, SU-FULTON HOMES AT ESCALANTE 154 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-168.	Kristin Tytler Public Works
14.	District 3	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Paradisi Parcel D, generally located at the southeast corner of North 168th Drive and West Shangri-La Road; Resolution # 2024-160.	Kristin Tytler Public Works
15.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain public utility improvements at Rancho Mercado Parcel A2, generally located at the northeast corner of West McMicken Way and North 147th Avenue; Resolution # 2024-162.	Kristin Tytler Public Works
16.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at North Copper Canyon Parcel 2.1 generally located at the northeast corner of	Kristin Tytler Public Works

		North 183rd Avenue and West La Senda Drive; Resolution # 2024-163.	
17.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Mesquite Mountain Ranch Off Site Water Phase 2, generally located at North 227th Avenue between West Deer Valley Road and West Beardsley Road; Resolution # 2024-167.	Kristin Tytler Public Works
18.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Mesquite Mountain Ranch Off Site Water Phase 1, generally located at North 227th Avenue between West Deer Valley Road and West Beardsley Road; Resolution # 2024-166.	Kristin Tytler Public Works
19.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Allora Surprise, generally located at the southeast corner of North Citrus Road and West Bell Road; Resolution # 2024-169.	Kristin Tytler Public Works
20.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Trugold, generally located at the northeast corner of North 175th Avenue and West Sweetwater Avenue; Resolution # 2024-148.	Kristin Tytler Public Works
21.	District 5	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Bungalows at Bell and Sarival, generally located at the southeast corner of West Bell Road and North Sarival Avenue; Resolution # 2024-171.	Kristin Tytler Public Works
22.	District 6	Consideration and action pertaining to the immediate formation of a lighting improvement district known as SU-RUMMELNDSTCOVE220 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-175.	Kristin Tytler Public Works
23.	Internal	Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise, the City of Glendale, the City of Peoria, the City of Avondale, and the Maricopa County Community College District for joint public safety training and intergovernmental cooperation in public safety areas; Resolution #2024-133	Brenden Espie Fire - Medical
24.	Internal	Consideration and action pertaining to acceptance of a grant award from the Arizona Department of Homeland Security and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $16,000 for personal protective equipment; Resolution #2024-181.	Brenden Espie Fire - Medical
25.	Citywide	Consideration and action pertaining to authorizing acceptance of six (6) grant awards from the Arizona Governor's Office of Highway Safety (GOHS); approval of a Fiscal Year 2025 budget amendment moving budget authority in the amount of $250,300; and amending the	Benny Pina Police

		Fiscal Year 2025 Contract Awarding Authority List; Resolution #2024-170.	
26.	Citywide	Consideration and action pertaining to acceptance of a grant award from the Governor's Office of Highway Safety (GOHS) and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $45,000 for DUI enforcement; Resolution #2024-176.	Benny Pina Police
27.	Citywide	Consideration and action pertaining to acceptance of a grant award from the Arizona Department of Homeland Security and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $12,000 for mitigating and preventing acts of terrorism; Resolution #2024-180.	Benny Pina Police
	REGULAR AGENDA ITEM - PUBLIC HEARING:		
28.	District 3	Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 310067, requested by Ryan Winter Anderson, for Safeway #0048 for Series 9 Liquor License. Safeway #0048 is located at 17230 W Peoria Ave, Surprise, AZ 85388.	Kristi Passarelli City Clerk
29.	District 1	Presentation, discussion, and public hearing pertaining to the Surprise 295 Annexation; Case FS24-0623.	Chris Sexton Community Development
30.	District 1	Consideration and action abandoning a 15-feet of right-of-way for approximately 2,520 foot section of Citrus Road, between Norwich Drive and Pinnacle Peak Road; Resolution #2024-184.	Lloyd Abrams Community Development
	REGULAR AGENDA ITEM - NON-PUBLIC HEARING:		
31.	Citywide	Discussion, consideration and action to approve a membership with the Southwest Valley Chamber of Commerce.	Mayor and Council
32.	Citywide	Consideration and action pertaining to an amendment to Surprise Municipal Code by amending Chapter 42, Article III, Sections 42-52 and 42-53 pertaining to Urban Camping prohibited acts and violations; Ordinance #2024-30.	Benny Pina Police

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

33.	Internal	Consideration and action to recess into executive session for discussion and consultation with the City's attorneys to consider its position and receive legal advice pertaining to current litigation pursuant to A.R.S. §§ 38-431.03 and 04.	Robert Wingo Legal

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

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

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

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

L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, October 31st, 2024 @ 10:00 AM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE

PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:
Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:
City Manager sub-text

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 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

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: November 4, 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 15, 2024 Regular City Council Meeting Minutes, and City Council Work Session Minutes.

Motion:
I move to approve the October 15, 2024 Regular City Council Meeting Minutes, and City Council Work Session Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:
1. 101524 Work Session Minutes DRAFT
2. 101524 Regular Meeting Minutes DRAFT

CITY OF SURPRISE
City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, October 15, 2024 @ 5:00 PM
COUNCIL CHAMBERS

A. Call To Order
Mayor Hall called the City Council Work Session of October 15, 2024 to order at 5:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

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

C. Pledge of Allegiance
Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

1. City Manager sub-text

F. City Clerk Report

G. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Economic Development presentation on findings from a community business survey and opportunities for enhanced small business and entrepreneurship programming in the future.

Economic Director, Jeanine Jerkovic, came to present this item along with Brian Sandusky. She talked about the background of the Techcellerator, Why Supporting Startups Matters, Recap of what Economic Development is Working On, City Council Strategic Plan, New Vision and Business Center Location.

Brian Sandusky from Ottowa University, talked about the feedback received so far. He invited Kevin Perry to talk about his entrepreneur experience within the City, and to provide his feedback. Brian talked about his hopes for the future with this program. He talked about Mentoring and guidance, networking and community, engagement and resources; Focus Group Insights; Enhanced Vision for Business Support; the stages of Fitness Membership for Businesses; Key Takeaways / Future Actions.

Mayor Hall talked about how he liked the presentation, and turn key business coaching.

Councilmember Hastings, talked about the average person approaching entrepreneurship and the challenges it presents.

Councilmember Cline, talked about nonprofit organizations, and asked if they could be considered as well.

Councilmember Judd, talked about his experience with entrepreneurship and the possibilities of growing this program.

Vice-Mayor Haney, liked the presentation and talked about incorporating different generations and technologies.

Councilmember Duffy, liked the presentation and his experience working on his own.

Cheryl Packham, a Surprise Resident, she talked about her concerns about the future facility and costs for the City.

Mayor Hall asked if they could look at the economics of the project?

H. Other Business and Future Agenda Items

I. City Council Reports

J. Executive Session

1. Executive Session Items

2. Executive Disclaimer - Part 1

3. Executive Disclaimer - Part 2

4. Executive Disclaimer - Part 3

K. Adjournment

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

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

Vote Result: Passed

Meeting Adjourned at 5:47 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 15, 2024.**

_____
Kristi Passarelli, City Clerk

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

Mayor Hall called the Regular Council Meeting of October 15, 2024 to order at 6:04 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Chaplin Matthew Bell gave an invocation.

B. Roll Call

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

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

Mayor Hall proclaimed that it was National Disability Employment Awareness Month. Karen York from Spencer's Place came to accept the proclamation.

E. City Manager Report

2. City Manager sub-text

3. Reports

F. City Clerk Report

4. Reports

1. November Election Update

City Clerk, Kristi Passarelli, gave an Election Update.

G. Regular City Council Meeting Agenda

5. CONSENT AGENDA:

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

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

Vote Result: Passed

2. Consideration and action to approve the October 1, 2024 Regular City Council Meeting Minutes.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

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

14. *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.

15. 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.

6. REGULAR AGENDA ITEM - PUBLIC HEARING:

16. 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.

    Jani Wertin came to present this item. She talked about the background, Existing Zoning, General Plan Land Use, Proposed Zoning, Development Standards, Proposed Development Plan, Proposed Site Access, Roadway Network, Roadways, Citizen Participation, and Recommendation.

    Jeff Bliley, came on behalf of he developer. He talked about the background behind this item and future plans.

    Councilmember Judd, talked about the development and asked about future amenities? Jeff said they likely would put in something small.

    Councilmember Hastings, asked about the size? Jeff said it would likely be single family homes.

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

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

    Vote Result: Passed

17. 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.

    Trever Fleetham, came to present this item. He talked about the Vicinity Map, Area to be Annexed, Current Boundaries, and Annexation Steps.

    Vice-Mayor Haney, asked if this was simply to do roadway improvements on Jomax? Trever said it was. He then asked, the Ordinance Number.

    Motion: To Approve
    Initiated By: Nick Haney
    Seconded By: Aly Cline

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

Vote Result: Passed

7. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

18. 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, came to present this item. She talked about Vicinity Map, Existing Boundaries, and Annexation Steps.

Vice-Mayor Haney, asked if this was to start the process? Chris said it was. He clarified the process at hand.

Councilmember Cline, asked how many signatures would require? Chris said it would need 2 property owners.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Aly Cline

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

Vote Result: Passed

H. Call To The Public

Alex Christ, a Surprise Resident, came to talk about Proposition 139

Andrew Gabelli, a Buckeye Resident, came to talk about the Constitution.

I. Other Business and Future Agenda Items

Councilmember Cline talked about the Tourism Department, and the local eatery guide as a future agenda item.

J. City Council Reports

Councilmember Cline talked about her outreach meetings, Her next meeting is at the end of October.

Councilmember Duffy had no report.

Vice-Mayor Haney, had no report.

Councilmember Hastings, gave his support for the police.

Mayor Hall had no report.

K. Executive Session

8. Executive Session Items

9. Executive Disclaimer - Part 1

10. Executive Disclaimer - Part 2

11. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn
Initiated By: Nick Haney
Seconded By: Chris Judd

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

Vote Result: Passed

Meeting adjourned at 6:42 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 15, 2024.**

_____
Kristi Passarelli, City Clerk

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Prasada SLR Parcel 1" and dated August 29, 2024, a property located at the southeast corner of Sweetwater Avenue and 159th Avenue; Case FS24-0585.

Motion:
I move to approve the Final Plat entitled, "Prasada SLR Parcel 1" and dated received August 15, 2024.

Background:
Lucy Wright of Bowman Consulting Group LTD seeks approval of a Final Plat that proposes a subdivision of an approximately 49-acre parcel to create an approximately 12.1-acre parcel located at the southeast corner of Sweetwater Avenue and 159th Avenue.

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-FS24-0585 Prasada MLD Final Plat - Staff Report
2. 01-FS24-0585 Prasada MLD Final Plat - Vicinity Map
3. 02-FS24-0585 Prasada MLD Final Plat - Zoning Map
4. 03-FS24-0585 Prasada MLD Final Plat - Final Plat
5. 04-FS24-0585 Prasada MLD Final Plat - Final Plat Exhibit
6. 05-FS24-0585 Prasada MLD Final Plat - Luke Letter
7. FS24-0585 Prasada MLD Final Plat - CC PowerPoint

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS24-0585**
Project Name:	Prasada MLD Final Plat
Council District:	3 – Mesquite
City Council Date:	**November 4, 2024**
Planner:	Tanner Wessel, Planner II

Owner:	Suburban Land Reserve, Inc.
Applicant:	Lucy Wright of Bowman Consulting Group Ltd.
Request:	Final Plat to create an approximately 12.1-acre parcel and dedicate right-of-way.
Site Location:	Located at the southeast corner of Sweetwater Avenue and 159th Avenue.
Site Size:	Approximately 15.9 gross acres

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2040.
- The proposed Final Plat is consistent with the Surprise Land Development Ordinance.

Alternative Actions:

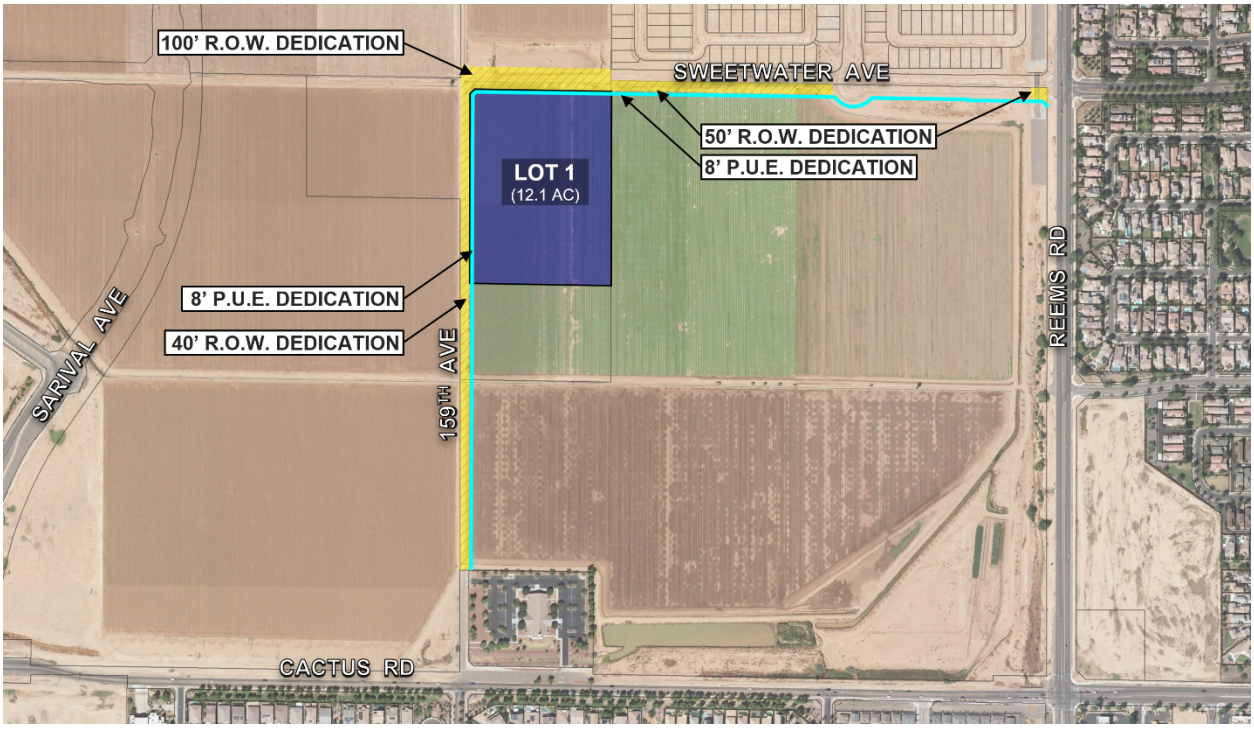
Approve – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

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

Additional Information:

Lucy Wright of Bowman Consulting Group LTD requests approval of a Final Plat entitled "Prasada SLR Parcel 1" dated August 29, 2024. The subject parcel is zoned Planned Area Development (PAD) - Prasada and is located at the southeast corner of Sweetwater Avenue and 159th Avenue. The proposed Final Plat seeks to subdivide an approximately 49-acre parcel to create an approximately 12.1-acre parcel.

This Final Plat will dedicate 40-feet of right-of-way (ROW) for 159th Avenue from approximately 450 feet north of Cactus Road to Sweetwater Avenue and 100-feet of ROW for Sweetwater Avenue is being dedicated from 159th Avenue to approximately 1,900 feet west of Reems Road. Additionally, 50-feet of ROW for Sweetwater Avenue is being dedicated from the eastern boundary of Lot 1 to approximately 950-feet west of Reems Road and also at the southwest corner of Sweetwater Ave and Reems Road. An 8-foot public utility easement (PUE) is also established along the eastern side of 159th Avenue from 450-feet north of Cactus Road to Sweetwater Avenue and along the southern side of Sweetwater Avenue from 159th Avenue to Reems Road.



The area for each parcel is shown below:

- Lot 1 – approximately 12.1 acres

The proposed Final Plat dedicates the following:

- 40-foot right-of-way (ROW) dedication for 159th Avenue from approximately 450 feet north of Cactus Road to Sweetwater Avenue.

- 50-foot right-of-way (ROW) dedication for Sweetwater Avenue from the eastern boundary of Lot 1 to approximately 950-feet west of Reems Road and also at the southwest corner of Sweetwater Ave and Reems Road.
- 100-foot right-of-way (ROW) dedication for Sweetwater Avenue from 159th Avenue to approximately 1,900 feet west of Reems Road
- 8-foot public utility easement (PUE) along the eastern side of 159th Avenue from 450-feet north of Cactus Road to Sweetwater Avenue and along the southern side of Sweetwater Avenue from 159th Avenue to Reems Road.

General Plan Conformance:

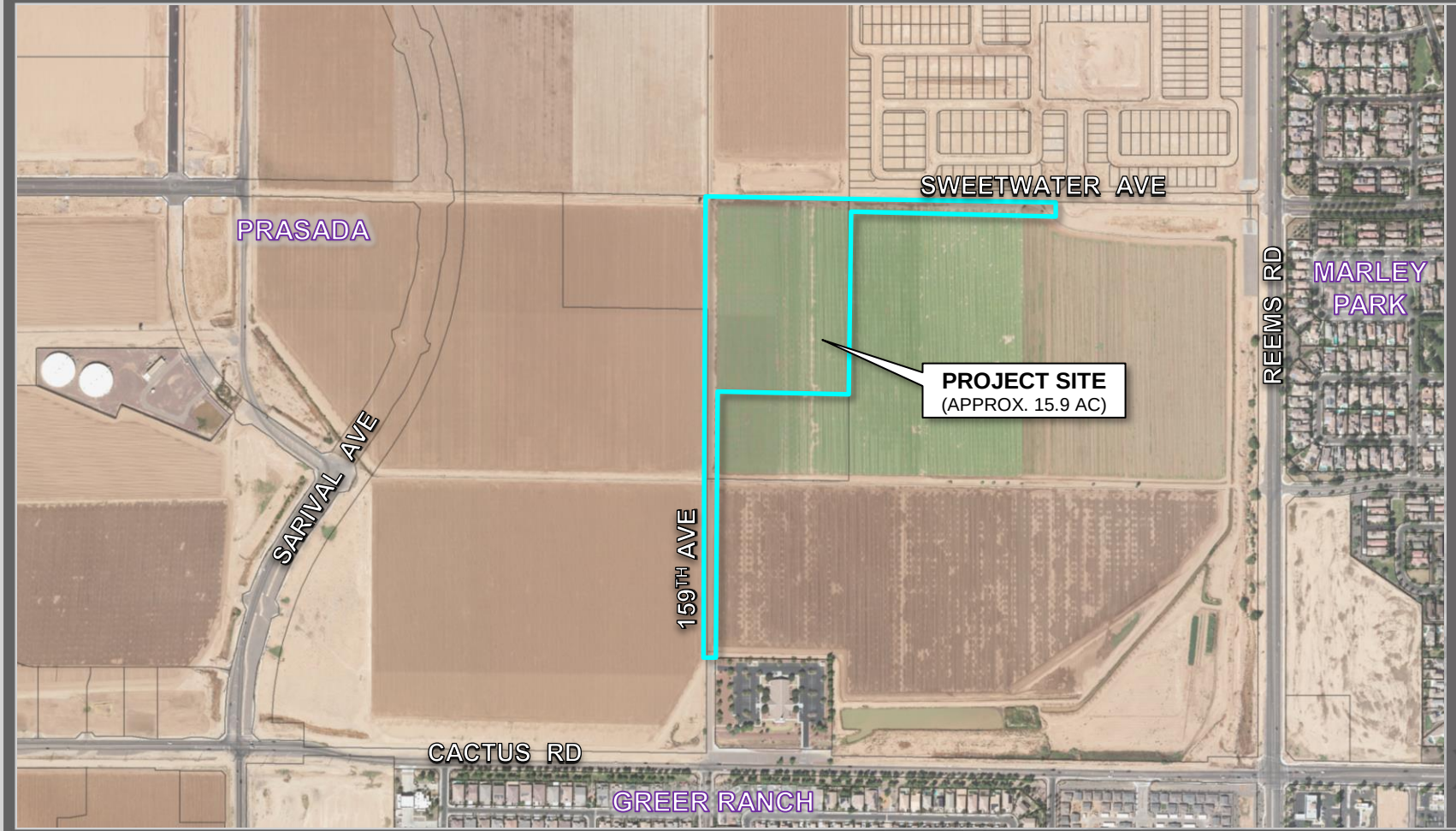
The proposed Final Plat was reviewed against the goals, polices, recommendations, and guidelines of the City of Surprise General Plan 2040. The proposed Final Plat is consistent with the General Plan in some of the following ways:

This project is located within the Neighborhood character area of the General Plan. The proposed lot split adheres to the design guidelines of the character area. While the ultimate use of the proposed parcel has not been determined at this time, any future use of the site shall adhere to the Neighborhood character area of the General Plan and any land uses approved under the Prasada PAD.

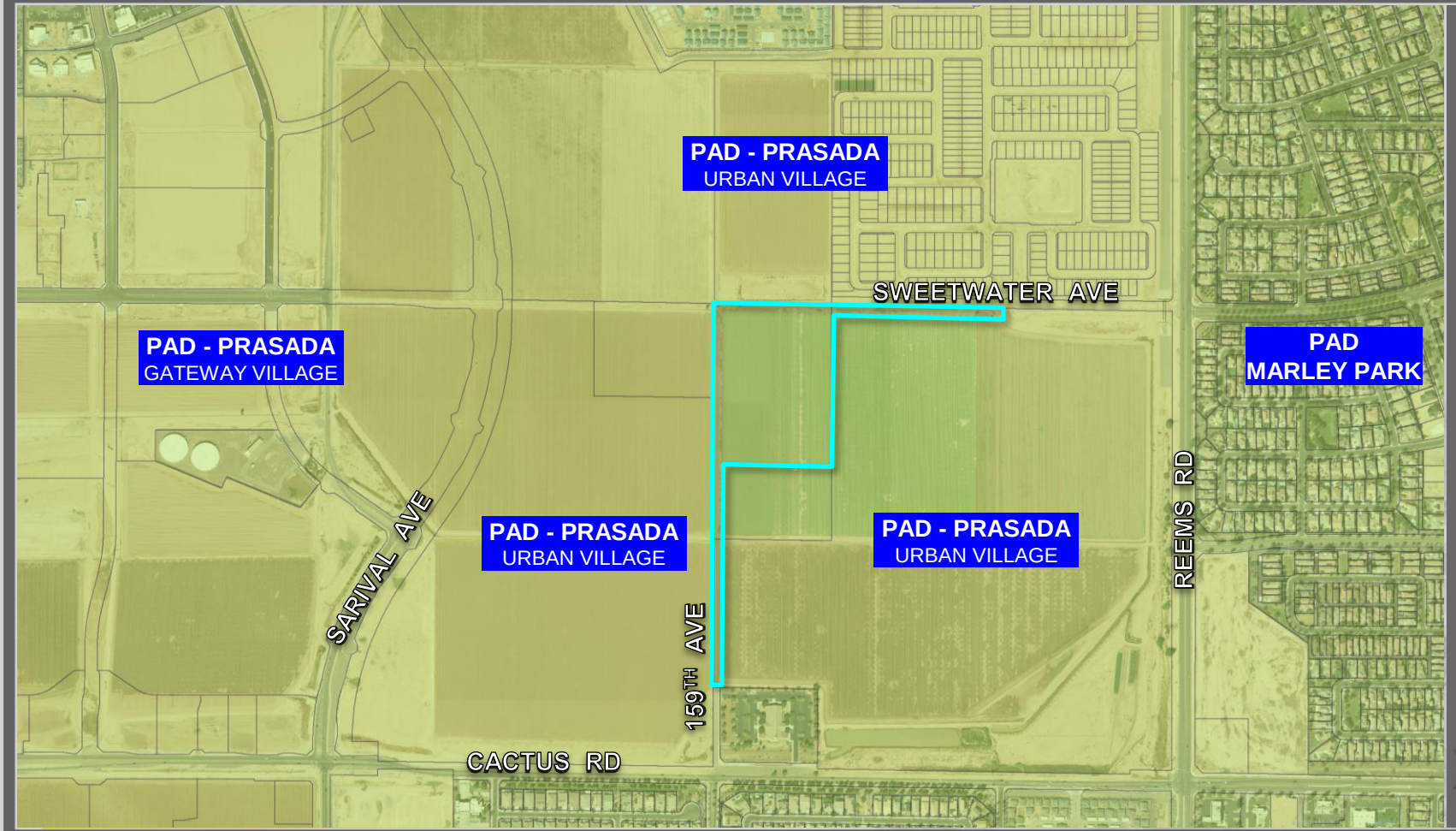
Reviewing Agencies:

This project was routed to Luke Air Force Base, Maricopa Water District, and the Flood Control District of Maricopa County. All agencies have indicated no objections.

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



FS24-0585 VICINITY MAP



FS24-0585 ZONING MAP

FINAL PLAT OF
PRASADA SLR PARCEL 1

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

KNOW ALL PERSONS BY THESE PRESENTS:

SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION ("OWNER") HAS SUBDIVIDED UNDER THE NAME "PRASADA SLR PARCEL 1", A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "PRASADA SLR PARCEL 1", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET AND EASEMENT, AND THAT EACH LOT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

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

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

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

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.

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

IN WITNESS WHEREOF:

SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, AS OWNER, HAS HEREBY CAUSED ITS NAME TO BE AFFIXED AND THE SAME ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER.

SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ OF _____, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTION

PARCEL NO. 1

THAT PORTION OF THE EAST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 18, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 18 BEARS SOUTH 00°07'29" WEST, A DISTANCE OF 2641.42 FEET;

THENCE NORTH 00°07'29" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 50.01 FEET TO THE NORTH LINE OF THE SOUTH 50 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°00'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 659.90 FEET TO THE WEST LINE OF THE FINAL PLAT FOR FULTON HOMES AT PRASADA PHASE 2, ACCORDING TO BOOK 1722 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS;

THENCE SOUTH 00°06'52" WEST, ALONG SAID WEST LINE, A DISTANCE OF 50.01 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18;

THENCE SOUTH 89°00'30" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 970.08 FEET;

THENCE SOUTH 00°59'30" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 18;

THENCE NORTH 89°00'30" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 969.32 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18;

THENCE SOUTH 00°07'24" WEST, ALONG SAID EAST LINE, A DISTANCE OF 900.10 FEET THE SOUTH LINE OF THE NORTH 900 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 18;

THENCE NORTH 89°00'30" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 619.93 FEET TO THE EAST LINE OF THE WEST 40 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 18;

THENCE SOUTH 00°07'29" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1254.25 FEET TO THE NORTH LINE OF THE FINAL PLAT FOR CACTUS ROAD CHURCH SUBDIVISION, ACCORDING TO BOOK 1043 OF MAPS, PAGE 21, MARICOPA COUNTY RECORDS;

THENCE NORTH 89°01'54" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18;

THENCE NORTH 00°07'29" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2154.37 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 18, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 18 BEARS SOUTH 00°07'29" WEST, A DISTANCE OF 2641.42 FEET;

THENCE SOUTH 89°00'30" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2492.13 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°00'30" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 80.02 FEET TO THE WEST LINE OF THE EAST 67.50 FEET OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 00°07'09" WEST, ALONG SAID WEST LINE, A DISTANCE OF 73.51 FEET;

THENCE NORTH 44°26'41" WEST, A DISTANCE OF 28.50 FEET TO THE SOUTH LINE OF THE NORTH 53.50 FEET OF SAID SOUTHEAST QUARTER;

THENCE NORTH 89°00'30" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 60.41 FEET;

THENCE NORTH 00°32'23" EAST, A DISTANCE OF 53.50 FEET TO THE POINT OF BEGINNING.

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

FLOOD PLAIN DESIGNATION

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1660L, DATED OCTOBER 16, 2013 THIS PROPERTY IS LOCATED IN FLOOD ZONE "X": AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

BASIS OF BEARINGS

NORTH 00°07'29" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

NOTES

1. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

2. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" DESIGNATION BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE MAP NO. 04013C1660L, WITH A DATE OF 10/16/2013, 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.

3. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES, INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER AND SIDEWALKS, ARE PRIVATE: SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED, AND REPAIRED BY OWNER OR HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."

4. IN ACCORDANCE WITH A.R.S. § 9-461.07; THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.

5. PURSUANT TO A.R.S, § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF AR1ZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND #14710, WHEN APPLICABLE.

6. COMPLIANCE WITH ALL APPLICABLE LAWS IS REQUIRED, INCLUDING BUT NOT LIMITED TO A.R.S. 45-576 AND 32-2101. PLEASE BE ADVISED, IF AN ADDITIONAL PARCEL SPLIT RESULTING IN SIX OR MORE TOTAL LOTS FROM THE ORIGINAL LOT OCCURS WITHIN 10 YEARS OF THIS PLAT RECORDATION, THE CITY WILL REQUIRE PROOF THAT ALL APPLICABLE ASSURED WATER SUPPLY REQUIREMENTS HAVE BEEN MET.

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.

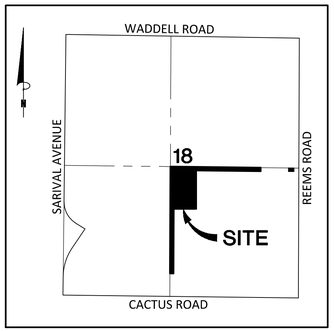
CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDER'S USE AND OCCUPANCY OF THESE EASEMENTS. CITY REQUIRES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THE IGA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS GRANTED UNDER THE IGA. SUCH USE OR OCCUPANCY OF THE EASEMENTS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

RELEASE OF LIABILITY; INDEMNIFICATION

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

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

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



VICINITY MAP
N.T.S.

SHEET INDEX

1 COVER, NOTES, DEDICATION, SITE DATA, CERTIFICATIONS
2 FINAL PLAT MAP, AREA TABLE

SITE DATA

ZONING CASE#	FS24-0585
NUMBER OF LOTS	1
GROSS AREA	16.7602 ACRES
NET AREA	12.0921 ACRES
PORTIONS OF APN	501-40-001T & 003L

OWNER/DEVELOPER

SUBURBAN LAND RESERVE, INC.
51 S. MAIN STREET #301
SALT LAKE CITY, UT 84111
PHONE: (801) 321-7533
CONTACT: DANNY OWEN
EMAIL: danny.owen@andreserve.com

ENGINEER

BOWMAN
1600 N. DESERT DRIVE. STE. 210
TEMPE, AZ 85288
PHONE: (480) 629-8830
CONTACT: MATT CAWLEY

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____
CITY ENGINEER DATE

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

SURVEYOR'S CERTIFICATION

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

_____
DOUGLAS B. TONEY
REGISTERED LAND SURVEYOR NO. 55030
BOWMAN CONSULTING
1600 N. DESERT DRIVE, SUITE 210
TEMPE, ARIZONA 85288

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B. TONEY
Date Signed
ARIZONA, U.S.A.

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

FS24-0585

Bowman CONSULTING
Bowman Consulting Group, Ltd.
1600 N Desert Drive, #210
Tempe, AZ 85288
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

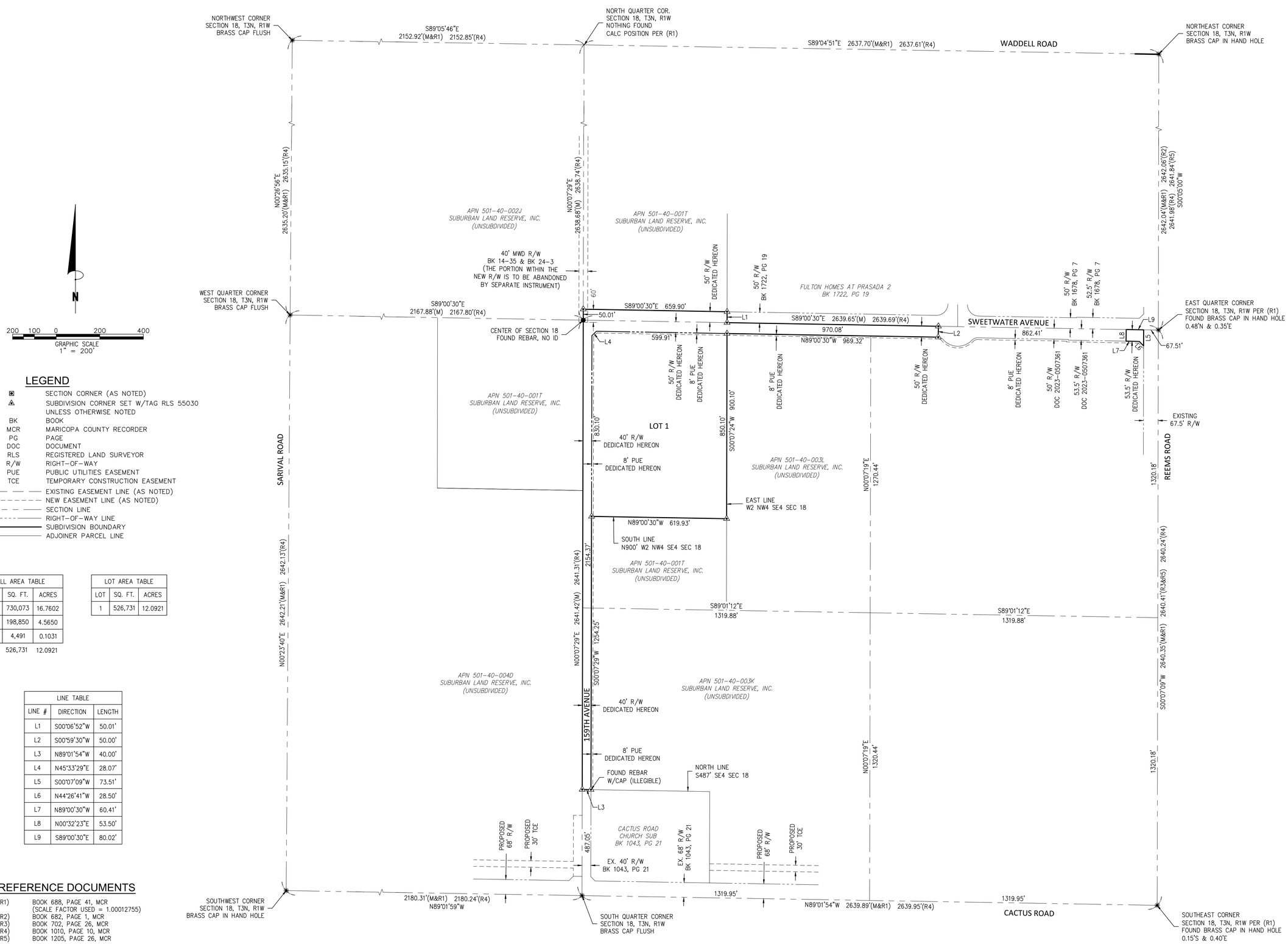
FINAL PLAT
PRASADA SLR PARCEL 1
SURPRISE, ARIZONA

REVISION | DATE

© Bowman Consulting Group, Ltd.

DATE: 10/17/24
PROJ NO: 050752-04
TASK NUM: 002
DRAWN BY: DT
CHECKED:
QUALITY:
CLIENT NO:
SCALE N.T.S.

File: V:\050752 - Prasada\050752-04-002 (SLR) - Prasada MU\Survey_DWG\050752-04 Plat.dwg Plotted: Oct 23, 2024



N

200 100 0 200 400

GRAPHIC SCALE
1" = 200'

LEGEND

◙	SECTION CORNER (AS NOTED)
◬	SUBDIVISION CORNER SET W/TAG RLS 55030 UNLESS OTHERWISE NOTED
BK	BOOK
MCR	MARICOPA COUNTY RECORDER
PG	PAGE
DOC	DOCUMENT
RLS	REGISTERED LAND SURVEYOR
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITIES EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
— — — —	EXISTING EASEMENT LINE (AS NOTED)
- - - - - -	NEW EASEMENT LINE (AS NOTED)
—— – ——	SECTION LINE
——·——	RIGHT-OF-WAY LINE
———	SUBDIVISION BOUNDARY
———	ADJOINER PARCEL LINE

OVERALL AREA TABLE		
PARCEL	SQ. FT.	ACRES
BOUNDARY	730,073	16.7602
ROW 1	198,850	4.5650
ROW 2	4,491	0.1031
NET	526,731	12.0921

LOT AREA TABLE		
LOT	SQ. FT.	ACRES
1	526,731	12.0921

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°06'52"W	50.01'
L2	S00°59'30"W	50.00'
L3	N89°01'54"W	40.00'
L4	N45°33'29"E	28.07'
L5	S00°07'09"W	73.51'
L6	N44°26'41"W	28.50'
L7	N89°00'30"W	60.41'
L8	N00°32'23"E	53.50'
L9	S89°00'30"E	80.02'

REFERENCE DOCUMENTS

(R1) BOOK 688, PAGE 41, MCR
(SCALE FACTOR USED = 1.00012755)
(R2) BOOK 682, PAGE 1, MCR
(R3) BOOK 702, PAGE 26, MCR
(R4) BOOK 1010, PAGE 10, MCR
(R5) BOOK 1205, PAGE 26, MCR

Bowman CONSULTING
Bowman Consulting Group, Ltd.
1600 N Desert Drive, #210
Tempe, AZ 85288
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B. TONEY
State Signed
ARIZONA, U.S.A.

FINAL PLAT
PRASADA SLR PARCEL 1
SURPRISE, ARIZONA

© Bowman Consulting Group, Ltd.

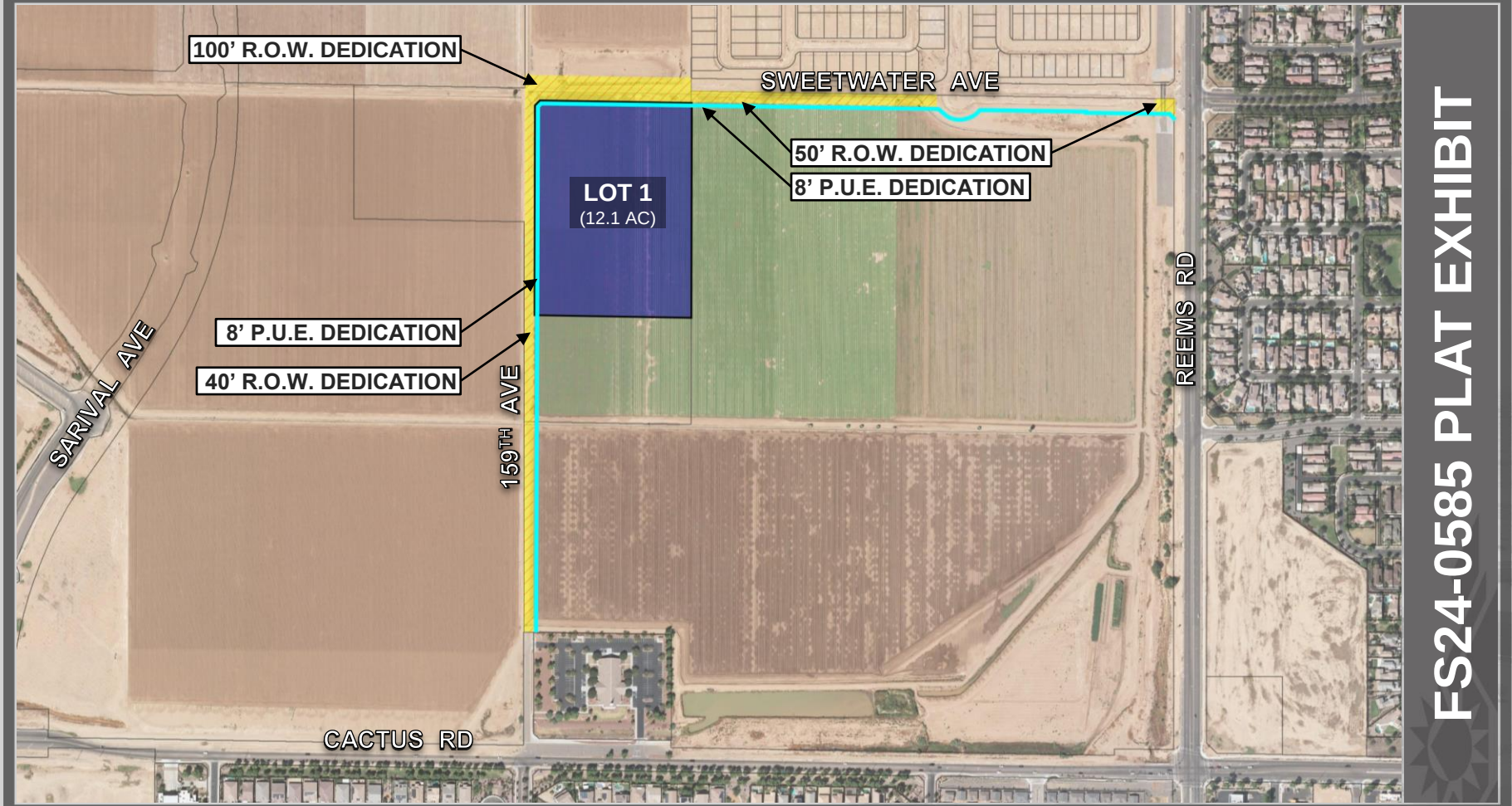
REVISION	DATE

DATE: 10/17/24
PROJ NO: 050752-04
TASK NUM: 002
DRAWN BY: DT
CHECKED:
QUALITY:
CLIENT NO:
SCALE
1" = 200'

2 OF 2

FS24-0585

File: V:\050752 - Prasada\050752-04-002 (SW) - Prasada MUD\Survey_DWG\050752-04 Plat.dwg Plotted: Oct 17, 2024


100’ R.O.W. DEDICATION
SWEETWATER AVE
50’ R.O.W. DEDICATION
8’ P.U.E. DEDICATION
LOT 1
(12.1 AC)
REEMS RD
8’ P.U.E. DEDICATION
40’ R.O.W. DEDICATION
SARIVAL AVE
159TH AVE
CACTUS RD
FS24-0585 PLAT EXHIBIT

Tanner Wessel

From: RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahn@us.af.mil>
Sent: Wednesday, May 1, 2024 1:27 PM
To: Nichole Flores
Subject: RE: FS24-0585 Prasada MLD - New Digital Submittal 04.29.24

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,

Thank you for allowing Luke AFB to comment on the Prasada Minor Land Division final plat application. This application proposes dividing approximately 15.89 acres from an approximately 48.95-acre parcel to create "Lot 1". The site is located at the southeast corner of the future 159th Avenue and Sweetwater Avenue intersection in Surprise, AZ. It is approximately 1.49 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. In this application, the future land use of the parcel is listed as commerce and office. Luke AFB respectfully requests the opportunity to comment on future applications. Since the site is located inside the "territory in the vicinity of a military airport," it may be subjected to approximately 170 over flights per day. We recommend a strong notification program on the part of the applicant to inform future tenant(s) about Luke AFB operations.

If applicable, it should be noted that certain investments and real estate transactions within the military installation footprint of Luke AFB may be subject to review by the Committee on Foreign Investment in the United States (CFIUS) to determine the effect of such transactions on the national security of the United States. The CFIUS regulations, Foreign Investment Risk Review Modernization Act of 2018 (FIRRMA) provisions, and related resources can be found on the Department of the Treasury's website: http://www.treasury.gov/cfius.

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: Monday, April 29, 2024 12:48 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>; Kaitlin Mckibben (FCD) <kaitlin.mckibben@maricopa.gov>; Kevin Shipman <kevin.shipman@dysart.org>; klaabs@nadaburgsd.org; Leslie - MWD <lesliej@mwdaz.com>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Michael Norris <Michael.Norris@Maricopa.Gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Tasha Aldeguer (FCD) <tasha.aldeguer@maricopa.gov>; tfarrington@nadaburgsd.org; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Tierney Farago <Tierney.Farago@surpriseaz.gov>
Subject: [Non-DoD Source] FS24-0585 Prasada MLD - New Digital Submittal 04.29.24

Good afternoon,

Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores
Planning Project Coordinator
City of Surprise | Community Development
16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3244 Direct

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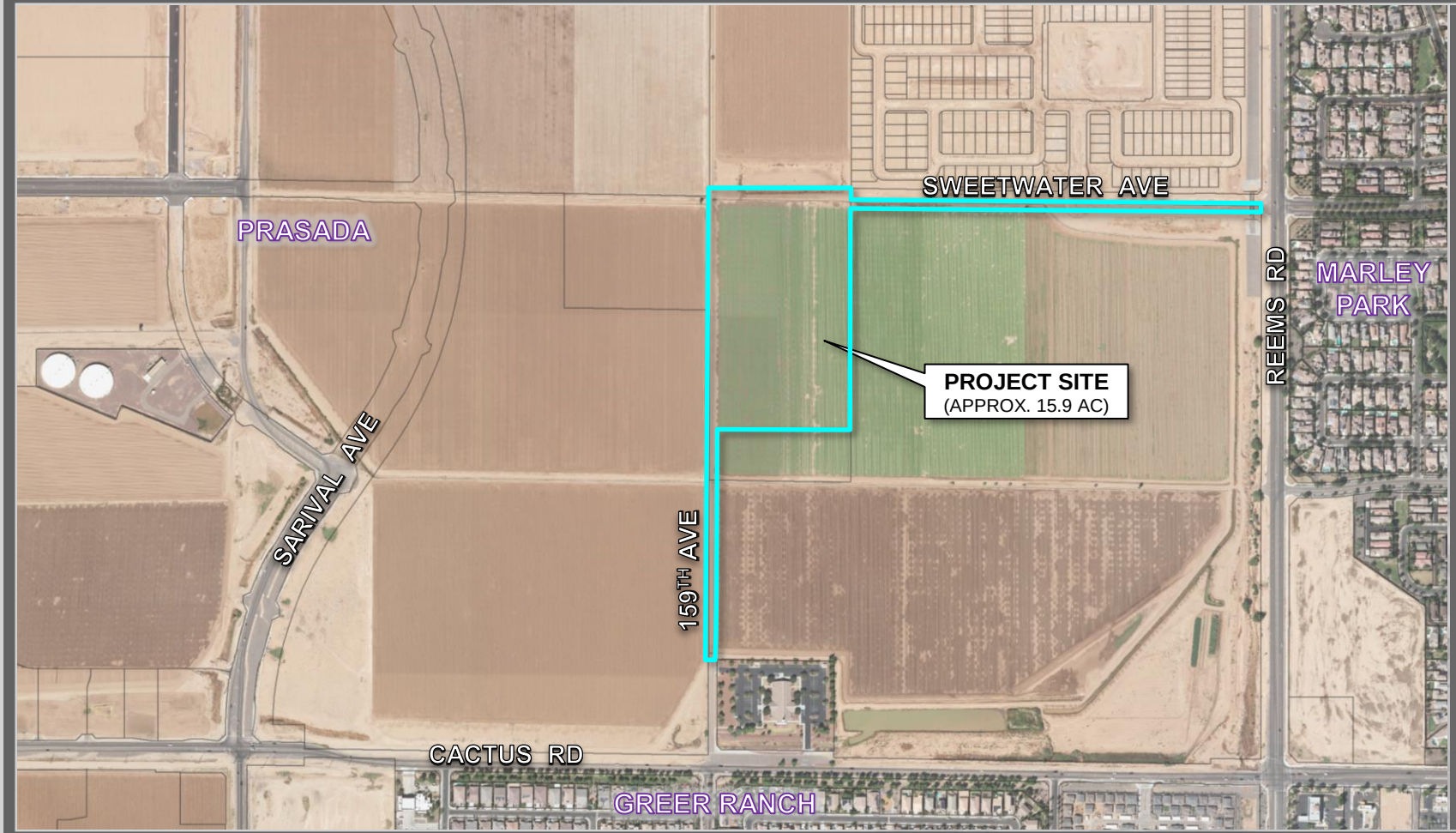
SURPRISE
ARIZONA

FS24-0585
Prasada MLD
Final Plat

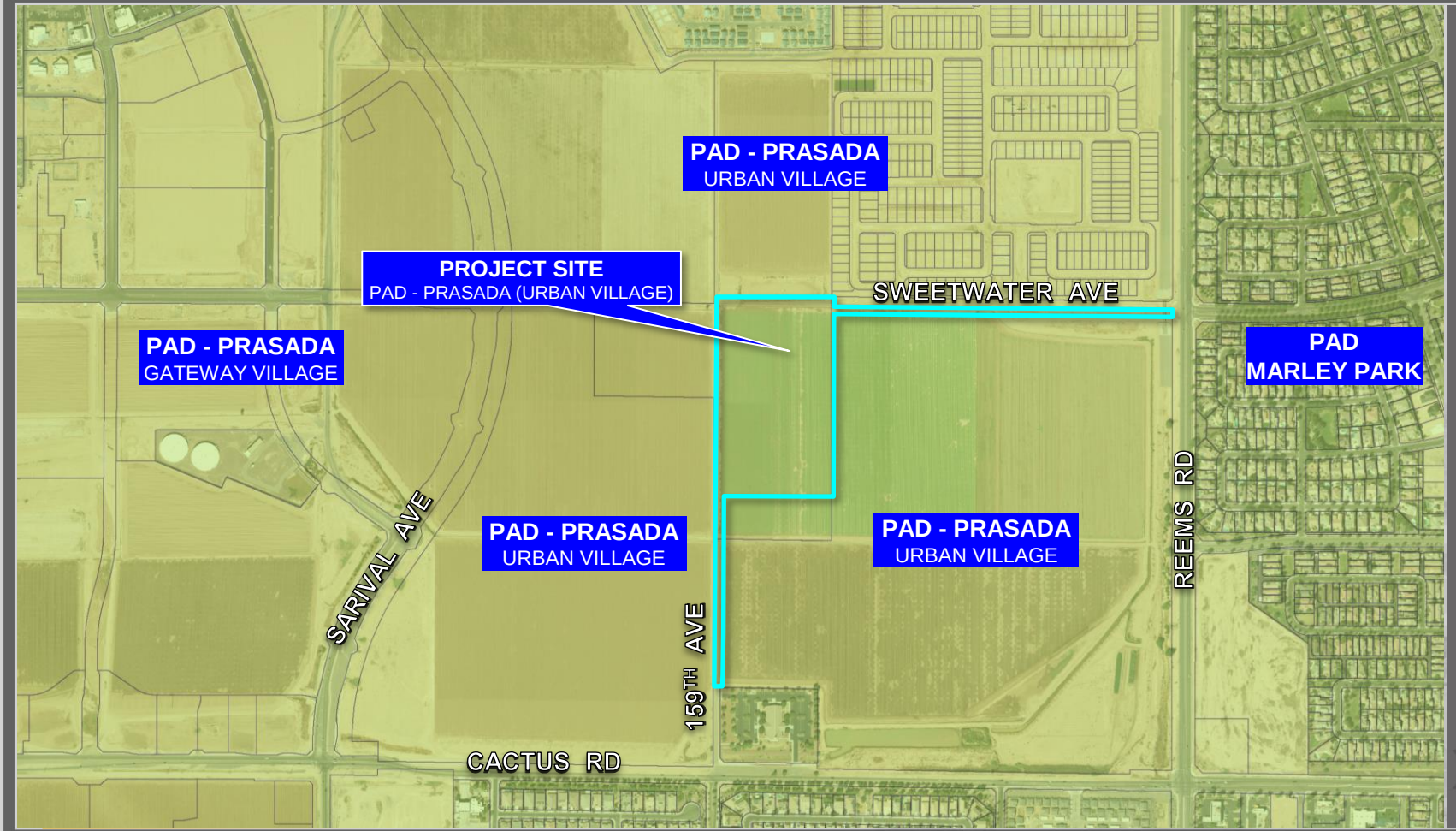
City Council

November 4, 2024

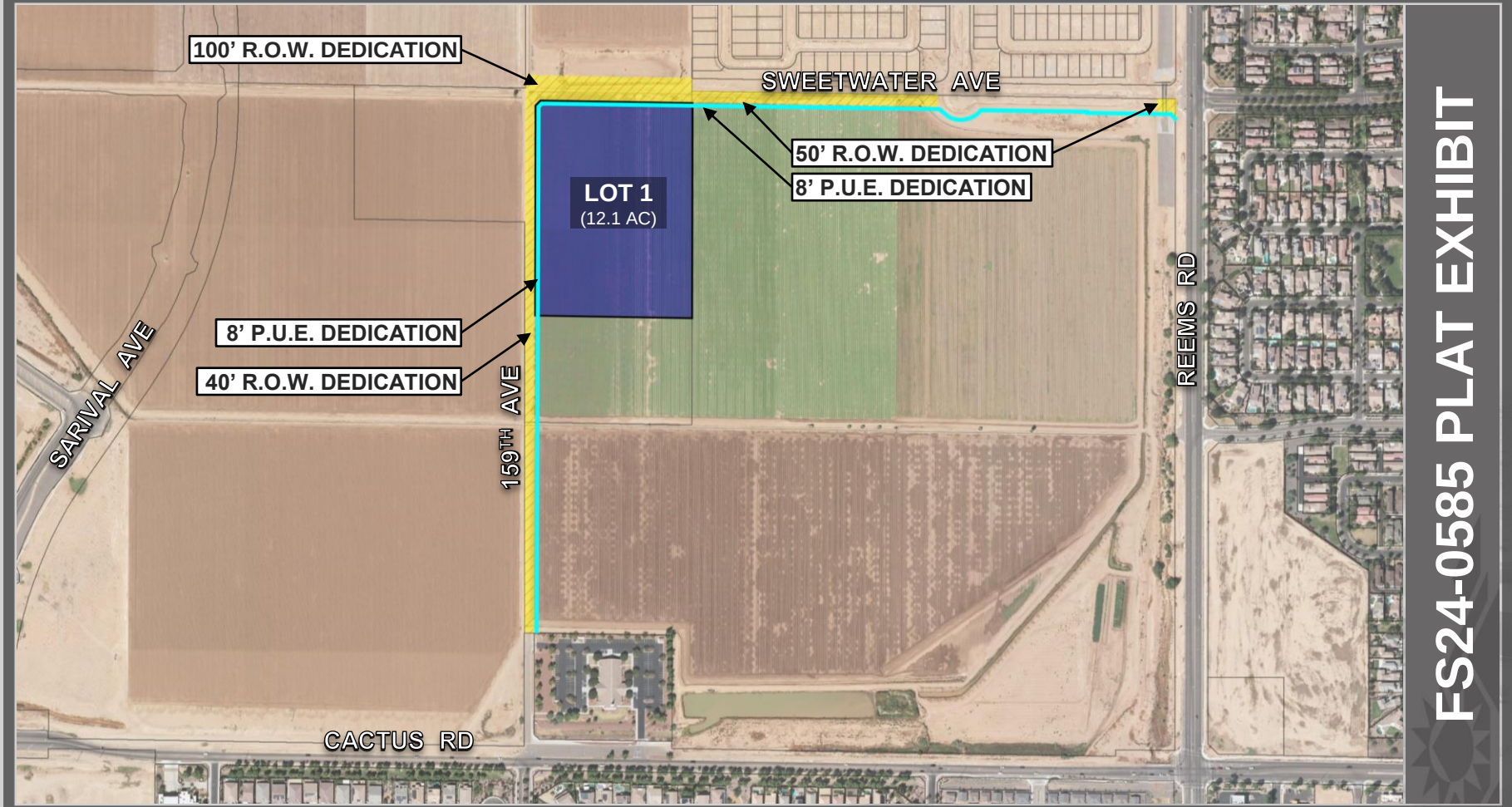
FS24-0585 VICINITY MAP



FS24-0585 VICINITY MAP



FS24-0585 ZONING MAP


100’ R.O.W. DEDICATION
SWEETWATER AVE
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8’ P.U.E. DEDICATION
LOT 1
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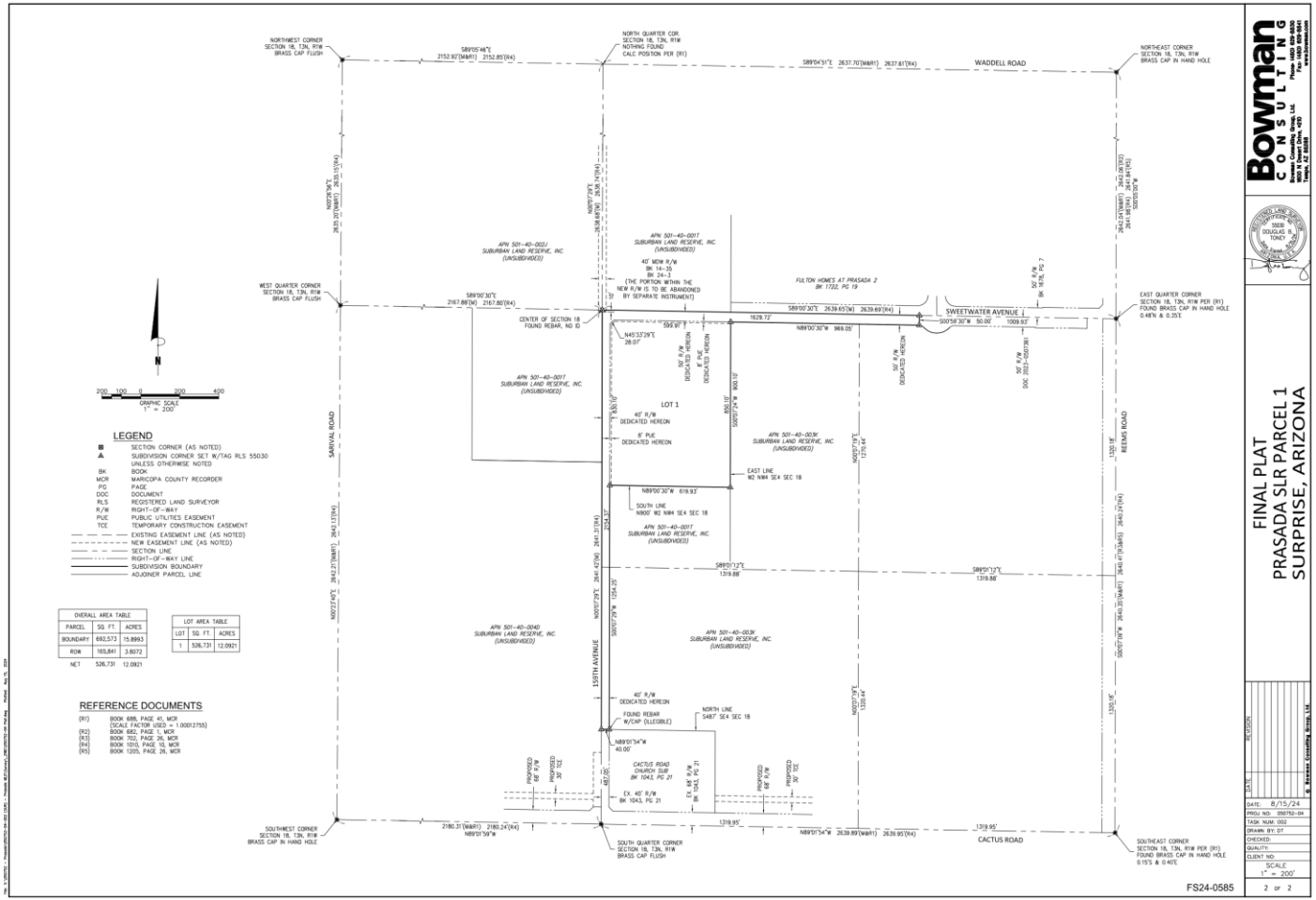
8’ P.U.E. DEDICATION
40’ R.O.W. DEDICATION
SARIVAL AVE
159TH AVE
REEMS RD
CACTUS RD
FS24-0585 PLAT EXHIBIT



Bowman CONSULTING
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1295 W. Washington, Suite 201
Tempe, AZ 85233
Phone: (480) 629-8830
www.bowmanconsulting.com

FINAL PLAT
PRASADA SLR PARCEL 1
SURPRISE, ARIZONA

DATE: 8/15/24
PROJ NO: 050752-04
TASK NUM: 002
DRAWN BY: DT
CHECKED:
QUALITY:
CLIENT NO:
SCALE: 1" = 200'
2 OF 2

FS24-0585 FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024 Contact Person: Alex Ferruccio
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Platinum Acres Final Plat" and dated August 15, 2024, a property located generally at the southwest corner of Dale Lane and 177th Avenue; Case FS24-0550.

Motion:
I move to approve the Final Plat entitled, "Platinum Acres Final Plat" and dated August 15, 2024.

Background:
Aubrie Bingham requests approval of a Final Plat entitled "Platinum Acres Final Plat"", dated August 15, 2024. The parcel is zoned Rural Residential (RR) and is located at the southwest corner of Dale Lane and 177th Avenue. This proposed Final Plat will subdivide one (1) lot of approximately 10.0 acres into five (5) lots.

Objective Analysis:
The subject Final Plat meets the requirements of the RR zoning district, in addition to other requirements as set forth in the Municipal Code. All City reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
This proposed Final Plat is consistent with the Surprise General Plan 2040, RR zoning district and the Land Development Ordinance.

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

Budget Impact:
There is no anticipated budget impact related to this item.
FTE Impact:

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

ATTACHMENTS:

1. 00 - FS24-0550 Platinum Acres Final Plat - Staff Report
2. 01 - FS24-0550 Platinum Acres Final Plat - Vicinity Map
3. 02 - FS24-0550 Platinum Acres Final Plat - Zoning Map
4. 03 - FS24-0550 Platinum Acres Final Plat - Final Plat
5. 04 - FS24-0550 Platinum Acres Final Plat - Final Plat Exhibit
6. 05 - FS24-0550 Platinum Acres Final Plat - Luke AFB Letter
7. FS24-0550 Platinum Acres Final Plat - PowerPoint

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS24-0550**
Project Name:	Platinum Acres Final Plat
Council District:	1 - Acacia
City Council Date:	**November 4, 2024**
Planner:	Alex Ferruccio, Planner I

Owner:	Platinum Builders Group
Applicant:	Aubrie Bingham of Platinum Builders Group, LLC.
Request:	Final Plat to subdivide one (1) lot into five (5) lots in the Rural Residential (RR) zoning district.
Site Location:	Located on the southwest corner of Dale Lane and 177th Avenue
Site Size:	Approximately 10.0 Acres

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2040.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

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

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

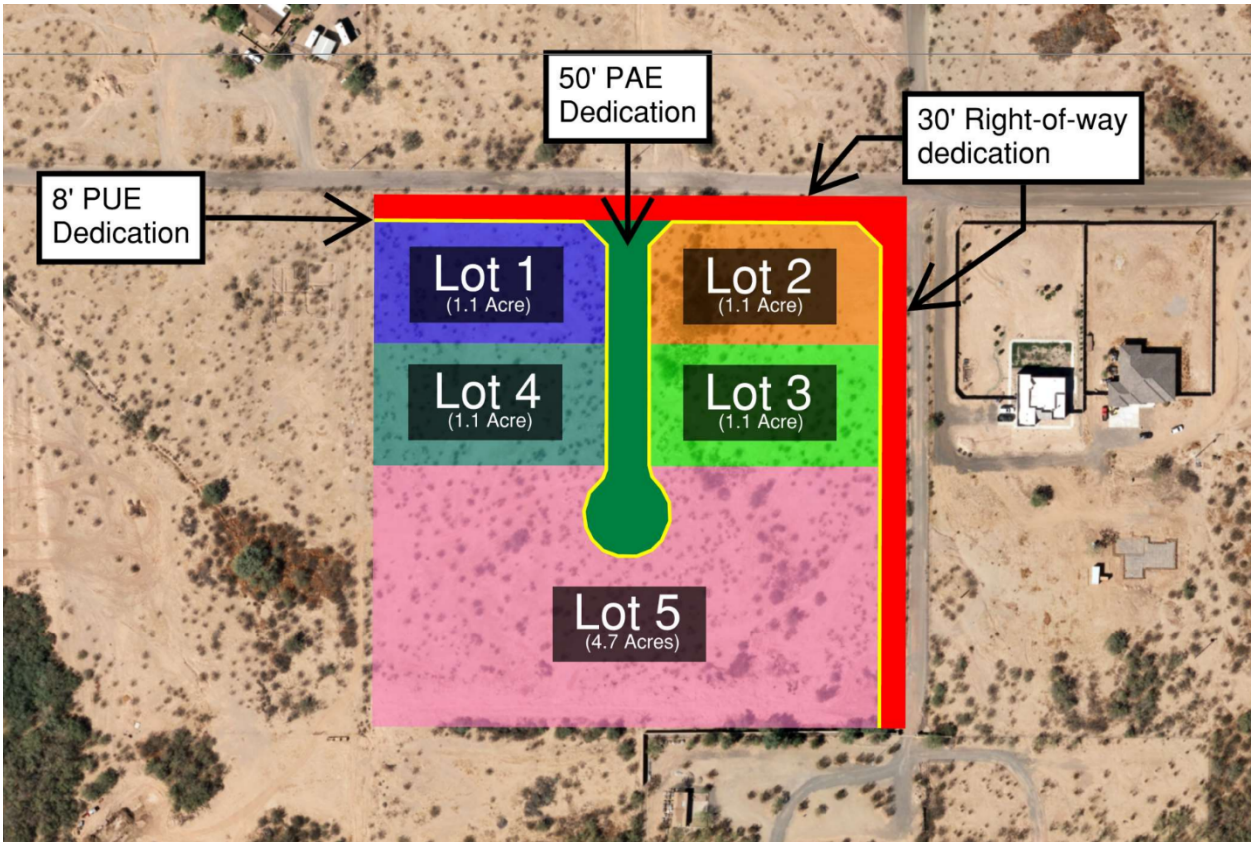
Additional Information:

Aubrie Bingham requests approval of a Final Plat entitled “Platinum Acres Final Plat”, dated August 15, 2024. The parcel is zoned Rural Residential (RR) and is located at the southwest corner of Dale Lane and 177th Avenue. This proposed Final Plat will subdivide one (1) lot of approximately 10.0 acres into five (5) lots.

- A 30-foot right-of-way dedication is being provided along Dale Lane and 177th Avenue.

- A 50-foot private access easement is being provided from Dale Lane to the interior of the parcel.

- An 8-foot public utility easement is being provided along Dale Lane, 177th Avenue, and along the property lines adjacent to the private access easement.



Lots 1, 2, 3, 4, and 5 of the proposed Final Plat meet or exceed the development standards of the Rural Residential (RR) zoning district as outlined in Table 106-2b of the City of Surprise Land Development Ordinance.

Table 106-2b – Rural Residential (RR) Zoning District	
Min. lot area (sf)	≥ 43,560

Min. lot width	130
Min. front setback (ft)	30
Min. rear setback[1] (ft)	30
Min. side setback[1] (ft)	20
Min. street side setback[1] (ft)	20
Max. bldg. height (ft)	40
Lot coverage	25%
Open space (% of gross acres of residential development)[2]	10%

Notes:

1. Garage face and embellishments shall be setback a minimum of 20 feet measured from the opposing property line except rear, alley loaded garages, which shall be setback nine feet from edge of alley line.
2. The city requires open spaces on a new subdivision; if recorded as metes and bounds or by a minor land division than open space will be required on each individual lot, such as open space of trail easements.

The acreage for each parcel is below:

- Lot 1 – 1.108 acres
- Lot 2 – 1.098 acres
- Lot 3 – 1.086 acres
- Lot 4 – 1.086 acres
- Lot 5 – 4.740 acres

General Plan Conformance:

The proposed Final Plat was reviewed against the goals, polices, recommendations, and guidelines of the City of Surprise General Plan 2040 and was found to be consistent with the General Plan as follows:

- This project is located within the Neighborhood Character Area of the General Plan. The proposed lot split adheres to the design guidelines of the character area which allows for residential development.

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

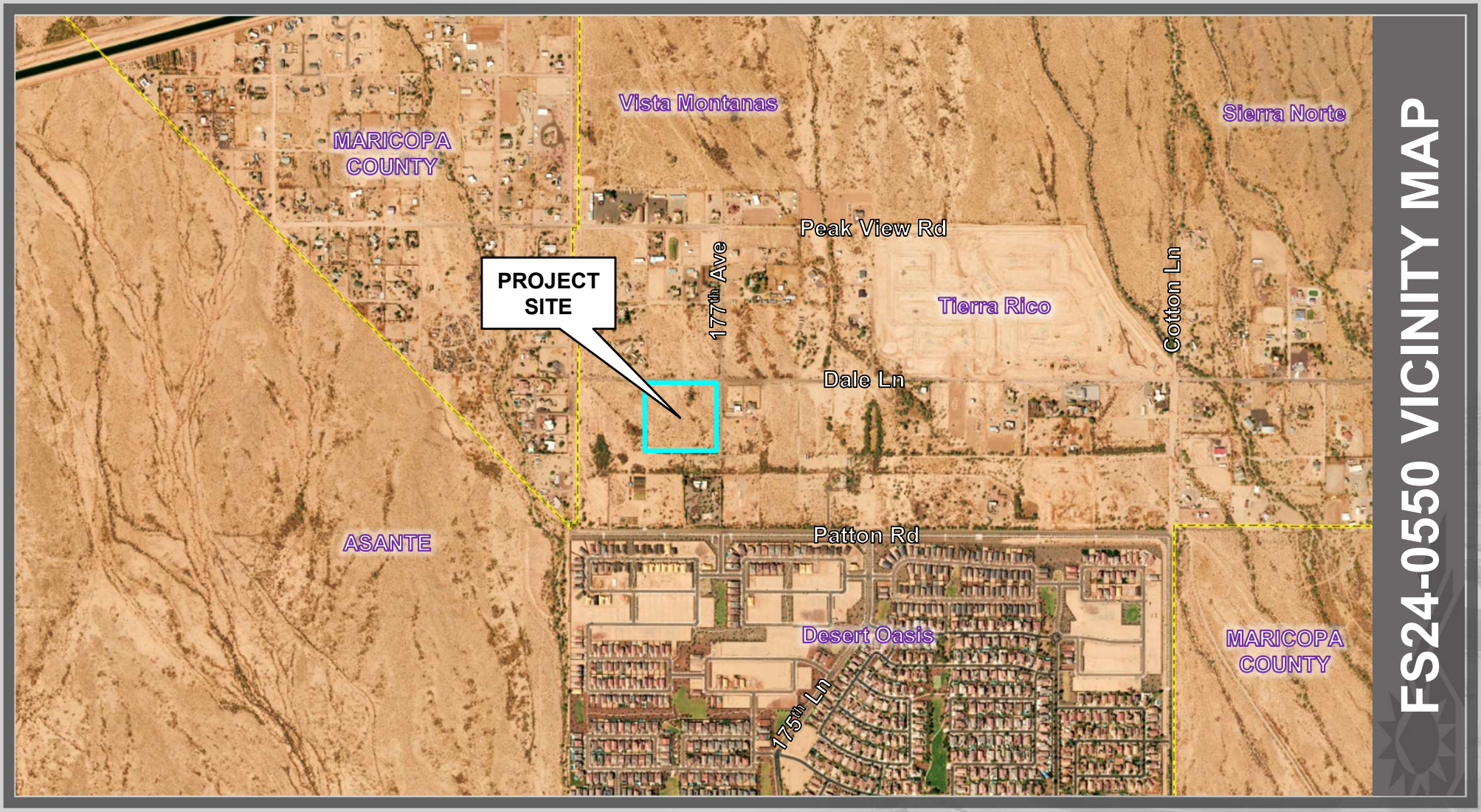
Reviewing Agencies:

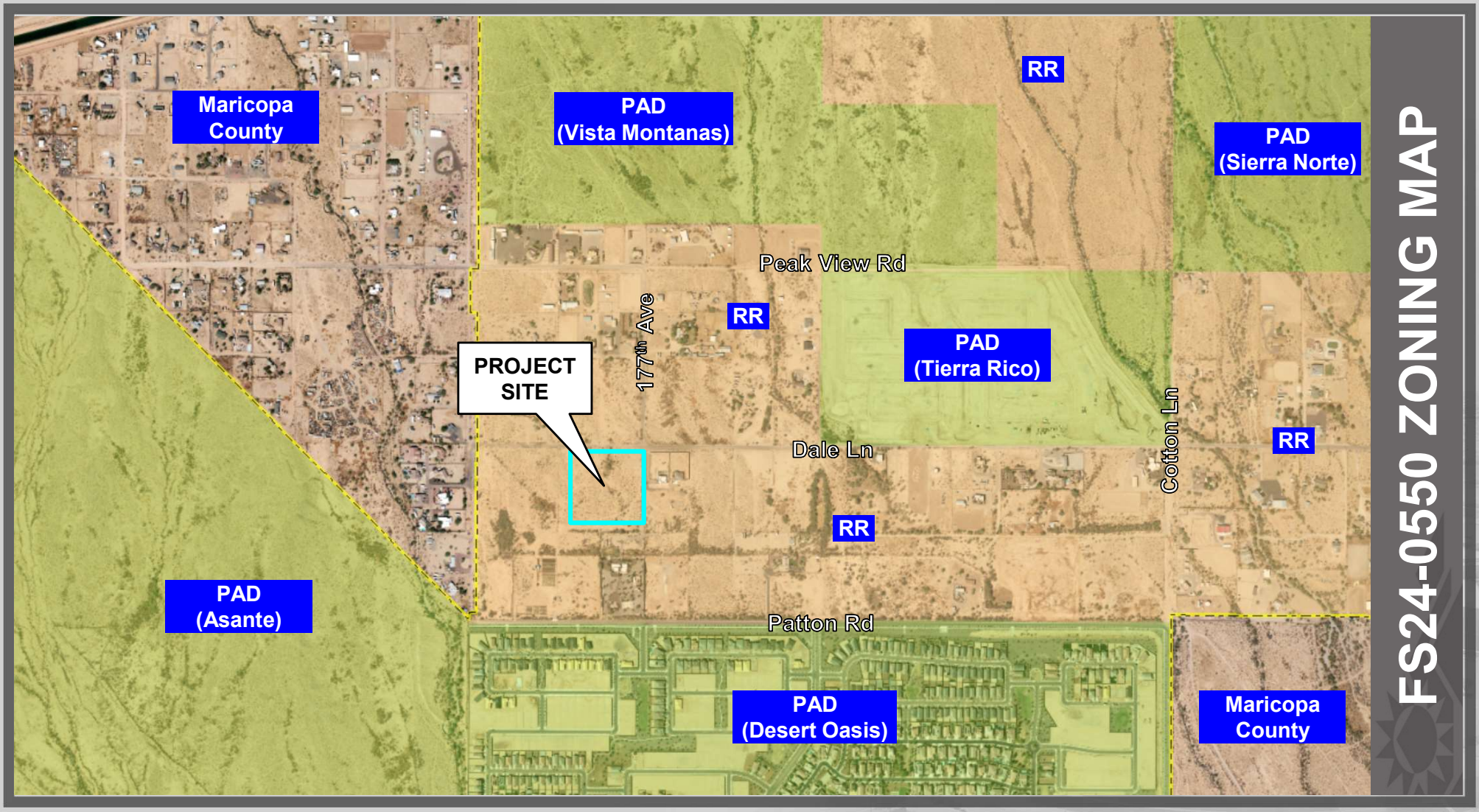
This project was routed to both Luke Air Force Base and the Maricopa Water District. Both agencies have indicated no objections.

Attachments:

01 Vicinity Map
02 Zoning Map
03 Final Plat

96 04 Final Plat Exhibit
97 05 Luke AFB Letter
98 PPT


FS24-0550 VICINITY MAP
PROJECT SITE
MARICOPA COUNTY
Vista Montanas
Sierra Norte
Peak View Rd
177th Ave
Cotton Ln
Tierra Rico
Dale Ln
ASANTE
Patton Rd
Desert Oasis
175th Ln
MARICOPA COUNTY


FS24-0550 ZONING MAP
Maricopa County
PAD (Vista Montanas)
RR
PAD (Sierra Norte)
Peak View Rd
177th Ave
RR
PROJECT SITE
PAD (Tierra Rico)
Cotton Ln
Dale Ln
RR
RR
PAD (Asante)
Patton Rd
PAD (Desert Oasis)
Maricopa County

PLATINUM ACRES FINAL PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, CITY OF SURPRISE

DEDICATION:

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT PLATINUM BUILDER GROUP LLC, ("OWNER"), HAS SUBDIVIDED UNDER THE NAME PLATINUM ACRES FINAL PLAT, A SUBDIVISION LOCATED IN A PORTION OF SECTION 26, TOWNSHIP 5 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 PLATINUM ACRES FINAL PLAT AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

GENERAL EASEMENT LANGUAGE:
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.

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.

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

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

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

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

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

THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES, INCLUDING, BUT NOT LIMITED TO, ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED, AND REPAIRED BY OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE".

ACKNOWLEDGEMENT:

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED IT'S CORPORATE NAME TO BE SIGNED AND IT'S CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20__.
PLATINUM BUILDER GROUP LLC, AN ARIZONA LIMITED LIABILITY COMPANY,

BY: _____ DATE: _____

IT'S _____ DATE: _____

IN WITNESS THEREOF, OWNER(S) HAS/HAVE HEREUNTO CAUSED HIS/HER/THEIR NAME(S) TO BE SIGNED, THIS _____ DAY OF _____, 20__.
PLATINUM BUILDER GROUP LLC, AN ARIZONA LIMITED LIABILITY COMPANY,

BY: _____ DATE: _____

IT'S _____ DATE: _____

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF_____, 20__, BEFORE ME PERSONALLY APPEARED _____,

AND _____ THE _____, FOR AND ON BEHALF THEREOF, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIM TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE DOCUMENT

NOTARY PUBLIC _____ DATE: _____

MY COMMISSION EXPIRES:

OWNERS:

PLATINUM BUILDER GROUP LLC

MAILING ADDRESS: 15433 W DALE SURPRISE AZ USA 85387

NOTES:

1. PER CITY OF SURPRISE MUNICIPAL CODE CHAPTER 58-181 WITHIN 90 DAYS FROM THE DATE THE CITY OF SURPRISE PUBLIC DRINKING WATER SYSTEM IS AVAILABLE OR ACCESSIBLE WITHIN 500 FEET OF THE PROPERTY THE OWNER OF THE PROPERTY SHALL DIRECTLY CONNECT STRUCTURES ON THE PROPERTY TO THE PUBLIC WATER SYSTEM IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE AND ANY STATE OR FEDERAL CODES.

2. THE OWNER OR SUBSEQUENT OWNERS OF ANY EXISTING OR FUTURE WELLS ON THE LAND DESCRIBED IN THIS PLAT SHALL BE REQUIRED TO SIGN A WELL IMPACT WAIVER(S) WITH THE CITY OF SURPRISE.

3. 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.

4. LANDSCAPE MAINTENANCE LANGUAGE

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

5. FIRE SPRINKLER LANGUAGE

SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO-FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.

A RESIDENTIAL FIRE SPRINKLER SYSTEM IS REQUIRED FOR HOUSES BUILT IN AREAS WITH LIMITED WATER SUPPLY AND FIRE FLOW. FIRE SPRINKLER PLANS SHALL BE SUBMITTED WITH THE BUILDING PLANS. (903.2.8.1 LOCAL AMENDMENT)

6. WATER/SEWER CONNECTION LANGUAGE

THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER, AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.

7. GRADING AND EXCAVATION LANGUAGE

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

8. TAXES

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.

9. SOUND ATTENUATION AND OVERFLIGHT LANGUAGE:

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.

10. COMPLIANCE WITH ALL APPLICABLE LAWS IS REQUIRED, INCLUDING BUT NOT LIMITED TO A.R.S. §§ 45-576 AND 32-2101. PLEASE BE ADVISED, IF ANY ADDITIONAL PARCEL SPLIT RESULTING IN SIX OR MORE TOTAL LOTS FROM THE ORIGINAL LOT OCCURS WITHIN 10 YEARS OF THIS PLAT RECORDATION, THE CITY WILL REQUIRE PROOF THAT ALL APPLICABLE ASSURED WATER SUPPLY REQUIREMENTS HAVE BEEN MET.

CITY OF SURPRISE ENGINEER APPROVAL:

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

BY: _____
CITY ENGINEER DATE

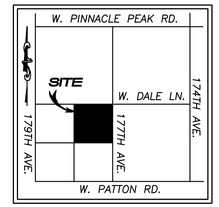
CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS___ DAY OF_____, 20___

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE



VICINITY MAP

GROSS LOT DESCRIPTION:

PER THE DOCUMENT RECORDED AS 2023-0476454, M.C.R.

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN PATENT RECORDED IN BOOK 134 OF DEEDS, PAGE 213.

SURVEYOR:

BLACK MOUNTAIN SURVEYING
17308 WEST WOODROW LANE
SURPRISE, AZ. 85388
PHONE: 623-266-0402
FAX: 623-266-0402
CONTACT: DALE A. MATTINGLY

PARCEL ADDRESS:

NO CURRENT PARCEL ADDRESS

LOT AREAS:

OVERALL: 436,508.76 SF.± OR 10.017 ACRES± (GROSS)

LOT 1: 48,291.47 SF.± OR 1.108 ACRES± (GROSS)

LOT 2: 47,853.70 SF.± OR 1.098 ACRES± (GROSS)

LOT 3: 47,333.32 SF.± OR 1.086 ACRES± (GROSS)

LOT 4: 47,324.92 SF.± OR 1.086 ACRES± (GROSS)

LOT 5: 206,509.56 SF.± OR 4.740 ACRES± (GROSS)

R/W DEDICATION: 39,195.80 SF.± OR 0.899 ACRES± (GROSS)

CERTIFICATION:

I, DALE A. MATTINGLY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF 2 SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST 08, 2022, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. THAT ALL EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN, THAT THEIR POSITION ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DALE A. MATTINGLY R.L.S. #36888
BLACK MOUNTAIN SURVEYING
DALE@BLACKMOUNTAINSURVEYING.COM

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36888
DALE A.
MATTINGLY
Date Signed 08/15/24
ARIZONA U.S.A.
Expires 9/30/2024

SURPRISE CASE: CR24-0108
FS24-0550

PLATINUM ACRES FINAL PLAT
A PORTION OF THE SOUTHWEST 1/4
OF SECTION 26, T5N, R2W, G&SRB&M
MARICOPA COUNTY, ARIZONA.

BLACK MOUNTAIN SURVEYING
17308 WEST WOODROW LANE, SURPRISE, ARIZONA. 85388
PH:623-266-0402, WWW. BLACKMOUNTAINSURVEYING.COM
SURVEYING ARIZONA FOR 39 YEARS

BLACK MOUNTAIN SURVEYING
Surveying Arizona For 39 Years.

DRAWN BY: RAM
CHECKED BY: DAM
JOB # 24027
DATE: 08/15/24
REVISED:

FINAL PLAT

1 of 2

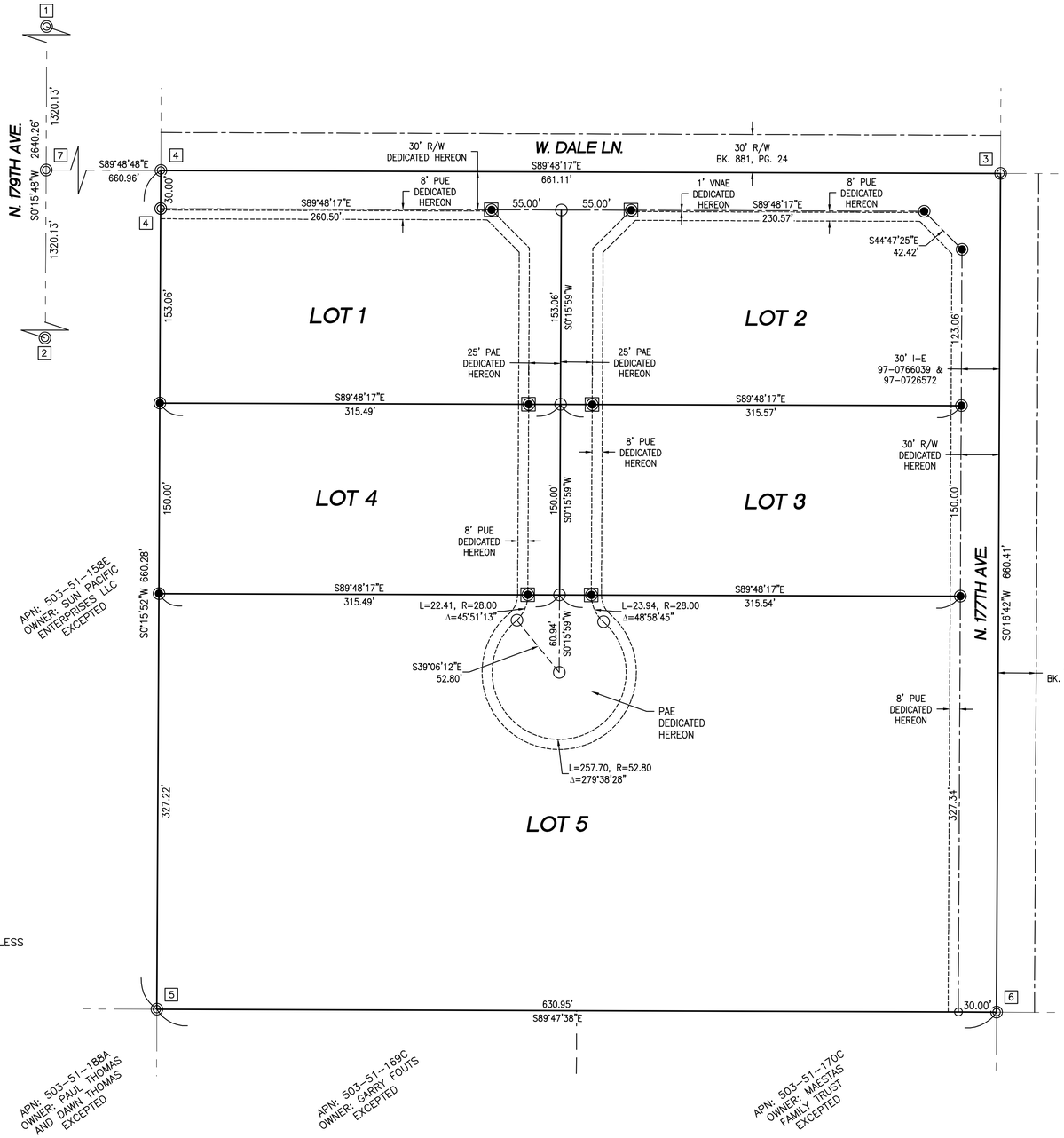
\\Phx-sbg-64-nrm\storage e\Jobs\2024\24027 ATLAS PLAT SURPRISE\CAD FILES\ATLAS PLAT.dwg - 08/15/24

PLATINUM ACRES FINAL PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, CITY OF SURPRISE

SCALE: 1"= 50

0 25 50 100 150



NOTES:

1. CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS EXCEPT BY PUBLIC AGENCIES AND-UTILITY COMPANIES SHALL BE LIMITED TO UTILITIES AND WOOD, WIRE OR REMOVABLE SECTION-TYPE FENCING UNLESS APPROVED OTHERWISE BY THE CITY OF SURPRISE.
2. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
3. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS. NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE CITY OF SURPRISE.
4. ALL UTILITIES SHALL BE PLACED UNDERGROUND.
5. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT THE MAINTENANCE OF ANY PRIVATE STREETS, PRIVATE UTILITIES, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THE PROJECT.
6. ALL INDIVIDUAL LOT PROPERTY CORNERS HAVE BEEN SET WITH 0.5 INCH REBAR AND CAP OR TAG BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
7. ALL DIMENSIONS SHOWN HEREON ARE MEASURED BETWEEN FOUND MONUMENTS, ALL OTHER DIMENSIONS ARE CALCULATED, UNLESS OTHERWISE NOTED.
8. MARICOPA COUNTY FLOOD CONTROL DISTRICT FLOODPLAIN USE PERMITS ARE REQUIRED FOR ALL LOTS PRIOR TO THE ISSUANCE OF ANY CITY OF SURPRISE GRADING PERMIT.

FLOOD ZONE:

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

LEGEND:

ADJACENT PROPERTY LINES.	
PROPERTY LINES.	
CENTER-SECTION LINES.	
ROAD RIGHT OF WAY LINES.	
EASEMENT LINE	
◎	FOUND MONUMENT AS NOTED WITHIN ACCEPTABLE TOLERANCE.
○	CALCULATED POSITION. NOTHING FOUND OR SET.
◉	FOUND 0.5" REBAR WITH A 1.0" PLASTIC CAP STAMPED, "RLS 60427". UNLESS NOTED OTHERWISE.
◉	FOUND 0.5" REBAR WITH A 1.0" PLASTIC CAP STAMPED, "RLS 60427". ACCEPTED AS "WITNESS MONUMENT".
(R#)	RECORD DIMENSION PER REFERENCE DOCUMENTS.
N.	NORTH.
S.	SOUTH.
W.	WEST.
E.	EAST.
M.C.R.	MARICOPA COUNTY RECORDER.
#	SURVEY MONUMENT AS NOTED.
BK.	BOOK
DKT.	DOCKET
PG.	PAGE
DOC.	DOCUMENT
NO.	NUMBER
AG	ABOVE GRADE
BG	BELOW GRADE
COS	CITY OF SURPRISE
ESMT	EASEMENT
I-E	INGRESS-EGRESS
VNAE	VEHICULAR NON-ACCESS EASEMENT
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
PAE	PRIVATE ACCESS EASEMENT

SERVICING UTILITIES:

WATER:	SAGUARO ACRES
ELECTRIC:	ARIZONA PUBLIC SERVICE COMPANY
FIBER OPTICS:	COX COMMUNICATION & CENTURY LINK
GAS:	SOUTHWEST GAS CORPORATION
FIRE AND EMERGENCY:	CITY OF SURPRISE
POLICE:	CITY OF SURPRISE

MONUMENT NOTES:

ALL MONUMENTS LISTED BELOW WERE FOUND TO BE WITHIN THE CURRENT STATE HORIZONTAL TOLERANCE AND WERE ACCEPTED UNLESS OTHERWISE NOTED.

W. 1/4 CORNER OF SECTION 26, THE ORIGINAL GLO BRASS CAP RECOVERED DURING MY 2015 SURVEYS HAS BEEN REPLACED WITH A 2.0" ALUMINUM
1 CAP, WHICH LIES N62°01'37"W AT 0.15' FROM THE PREVIOUS GLO CAP LOCATION. THE ORIGINAL RECOVERED POSITION FOR THE GLO CAP WAS HELD

2 SW. CORNER OF SECTION 26, FOUND A GLO BRASS CAP

3 FOUND A 0.5" REBAR 1.0' BG, WITH TAG STAMPED 60427.

4 FOUND A 0.5" REBAR WITH TAG STAMPED, "32778"

5 FOUND A 0.5" REBAR WITH A 1.0" PLASTIC CAP STAMPED, "ROPE"

6 FOUND A WITNESS MONUMENT, BEING A 0.5" REBAR WITH A 1.5" ALUMINUM CAP STAMPED, "RLS 36888 W.C." 0.5' S. OF CALCULATED LOCATION

7 FOUND A 0.5" REBAR WITH TAG STAMPED, "32778" S62°29'15"W AT 0.17' FROM CALCULATED POSITION

BASIS OF BEARING:

BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, SHOWN HEREON AS S0°15'48"W AND PER (R6)

REFERENCE DATA:

THE FOLLOWING INFORMATION WAS REVIEWED DURING THE COURSE OF THIS SURVEY:

(R1) UNRECORDED SURVEY BY RA DELP DATED MAY 1980
(R2) GLO PLAT #2722 FILED, 8-14-1919
(R3) PLAT OF SURVEY #34773-1 M.C.R.
(R4) ALTA SURVEY #34788-1 M.C.R.
(R5) BOR RECORD #62737-1 M.C.R.
(R6) GDAC PLAT. BOOK 656 OF MAPS, PAGE 21. M.C.R.
(R7) BOOK 661 OF MAPS, PAGE 47. M.C.R.
(R8) BOOK 662 OF MAPS, PAGE 21. M.C.R.
(R9) BOOK 672 OF MAPS, PAGE 45, M.C.R.
(R10) BOOK 727 OF MAPS, PAGE 3. M.C.R.
(R11) BOOK 729 OF MAPS, PAGE 50. M.C.R.
(R12) BOOK 761 OF MAPS, PAGE 34. M.C.R.
(R13) BOOK 863 OF MAPS, PAGE 48. M.C.R
(R14) BOOK 870 OF MAPS, PAGE 24. M.C.R.
(R15) BOOK 875 OF MAPS, PAGE 14. M.C.R.
(R16) BOOK 881 OF MAPS, PAGE 24. M.C.R.
(R17) BOOK 892 OF MAPS, PAGE 15. M.C.R.
(R18) BOOK 968 OF MAPS, PAGE 10. M.C.R.
(R19) BOOK 1062 OF MAPS, PAGE 6. M.C.R.
(R20) BOOK 1074 OF MAPS, PAGE 35. M.C.R.
(R21) BOOK 1078 OF MAPS, PAGE 3. M.C.R.
(R22) BOOK 1114 OF MAPS, PAGE 50. M.C.R.
(R23) BOOK 1139 OF MAPS, PAGE 19. M.C.R.
(R24) BOOK 1162 OF MAPS, PAGE 1. M.C.R.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 36888 DALE A. MATTINGLY Date Signed 08/15/24 ARIZONA, U.S.A. Expires 9/30/2025

SURPRISE CASE: CR24-0108
FS24-0550

PLATINUM ACRES FINAL PLAT
A PORTION OF THE SOUTHWEST 1/4
OF SECTION 26, T5N, R2W, G&SRB&M
MARICOPA COUNTY, ARIZONA.

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PH:623-266-0402, WWW. BLACKMOUNTAINSURVEYING.COM
SURVEYING ARIZONA FOR 39 YEARS

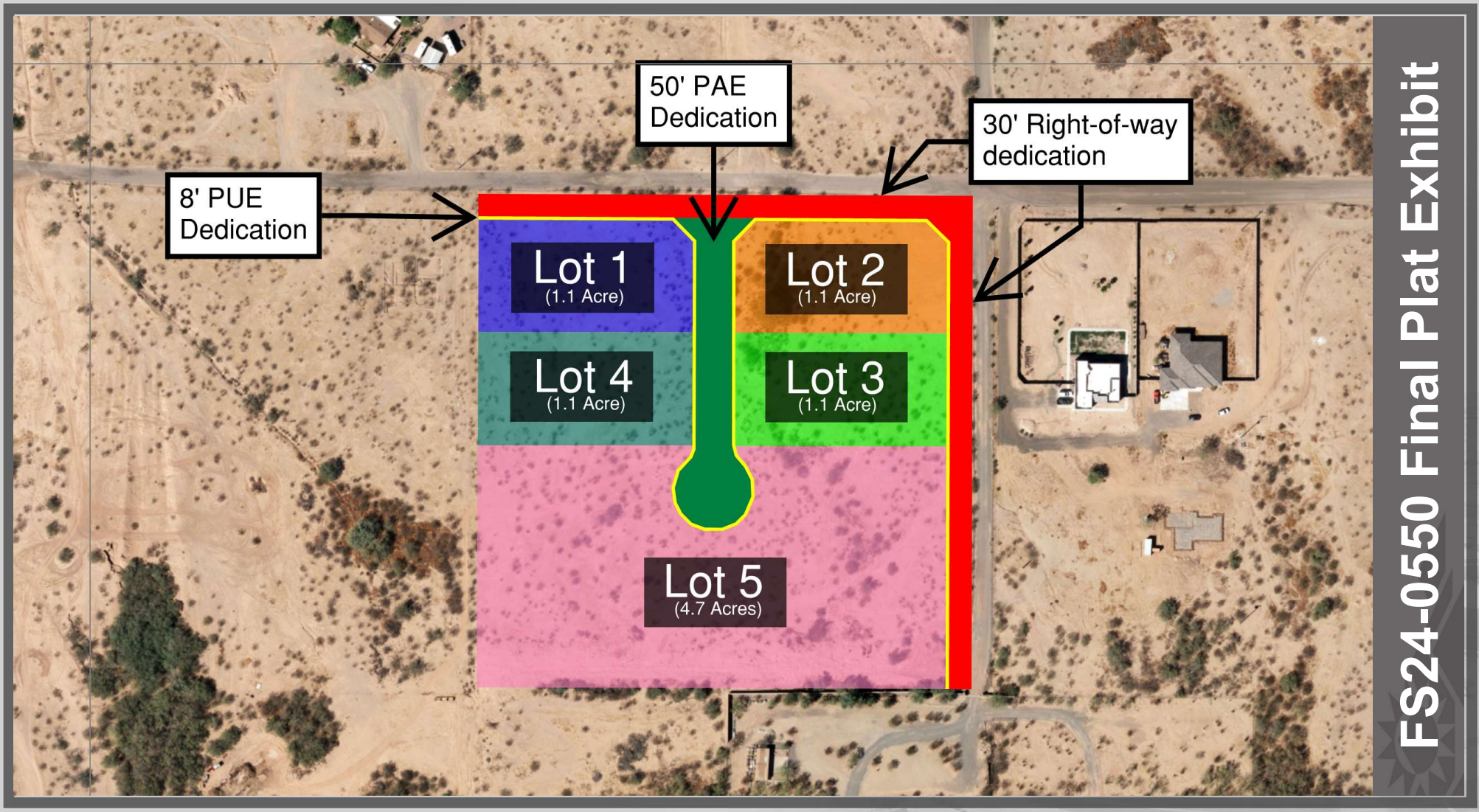
BLACK MOUNTAIN SURVEYING Surveying Arizona For 39 Years.

DRAWN BY: RAM
CHECKED BY: DAM
JOB # 24027
DATE: 08/15/24
REVISED:

FINAL PLAT

2 of 2

\\The-big-64-room\storage d\jobs\2024\24027 ATLAS PLAT SURPRISE\CAD FILE\ATLAS PLAT.dwg - 08/15/24


50' PAE Dedication
30' Right-of-way dedication
8' PUE Dedication
Lot 1 (1.1 Acre)
Lot 2 (1.1 Acre)
Lot 4 (1.1 Acre)
Lot 3 (1.1 Acre)
Lot 5 (4.7 Acres)
FS24-0550 Final Plat Exhibit

Alex Ferruccio

From: Nichole Flores on behalf of Project Coordinators
Sent: Tuesday, August 6, 2024 8:20 AM
To: office@platinumbuildersaz.com
Cc: Alyssa Lester
Subject: FS24-0550 Platinum Acres - Luke AFB Comments 08.06.24

Good morning,

ON BEHALF OF ALYSSA LESTER, below you will find comments from Luke AFB regarding the above referenced plan.

PLEASE DIRECT ALL QUESTIONS REGARDING THEIR AGENCIES COMMENTS TO THE CONTACT INFORMATION LISTED IN THE EMAIL.

Please don't hesitate to contact us if you have any questions or concerns.

Best regards,

Planning Project Coordinator
City of Surprise | Community Development
16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3100 Main

Please note effective 8/3/22, we will be adding a 2-business day out-processing for ALL notice

---

From: TOALE, CHRISTOPHER P CIV USAF AETC 56 FW/CVE <christopher.toale.1@us.af.mil>
Sent: Monday, August 5, 2024 2:21 PM
To: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Cc: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>
Subject: RE: FS24-0550 Platinum Acres - New Digital Submittal 08.01.24

Nicole,

Thank you for the opportunity to provide comments on the concept review application for Platinum Acres. This application proposes splitting an approximately 10-acre lot into four 1-acre parcels and one 5-acre parcel for the purpose of residential development. The site is located at the southwest corner of 177th Avenue and Dale Lane in Surprise, AZ. The site is approximately 1.27 miles outside the Luke AFB Aux-1 2004 65 Ldn, "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is outside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. The proposal for the property, consisting of 1 du/ac in each of the four 1-acre parcels and a vacant 5-acre parcel, meets GDC.

As described in the application, this project will not negatively impact the flying operations at Luke AFB. Although the site will be located outside the "territory in the vicinity of a military airport," it may be subjected to approximately 170 over flights per day. We also recommend a strong notification program on the part of the applicant to inform any potential occupant(s) about Luke AFB operations.

Additionally, it should be noted that certain investments and real estate transactions within the military installation footprint of Luke AFB may be subject to review by the Committee on Foreign Investment in the United States (CFIUS) to determine the effect of such transactions on the national security of the United States. The CFIUS regulations, Foreign Investment Risk Review Modernization Act of 2018 (FIRRMA) provisions, and related resources can be found on the Department of the Treasury's website: http://www.treasury.gov/cfius.

Regards,

Christopher P. Toale
Director
Community Initiatives Team
Luke AFB, AZ 85309
623-856-6169 Office
602-510-6046 Cell

SURPRISE
ARIZONA

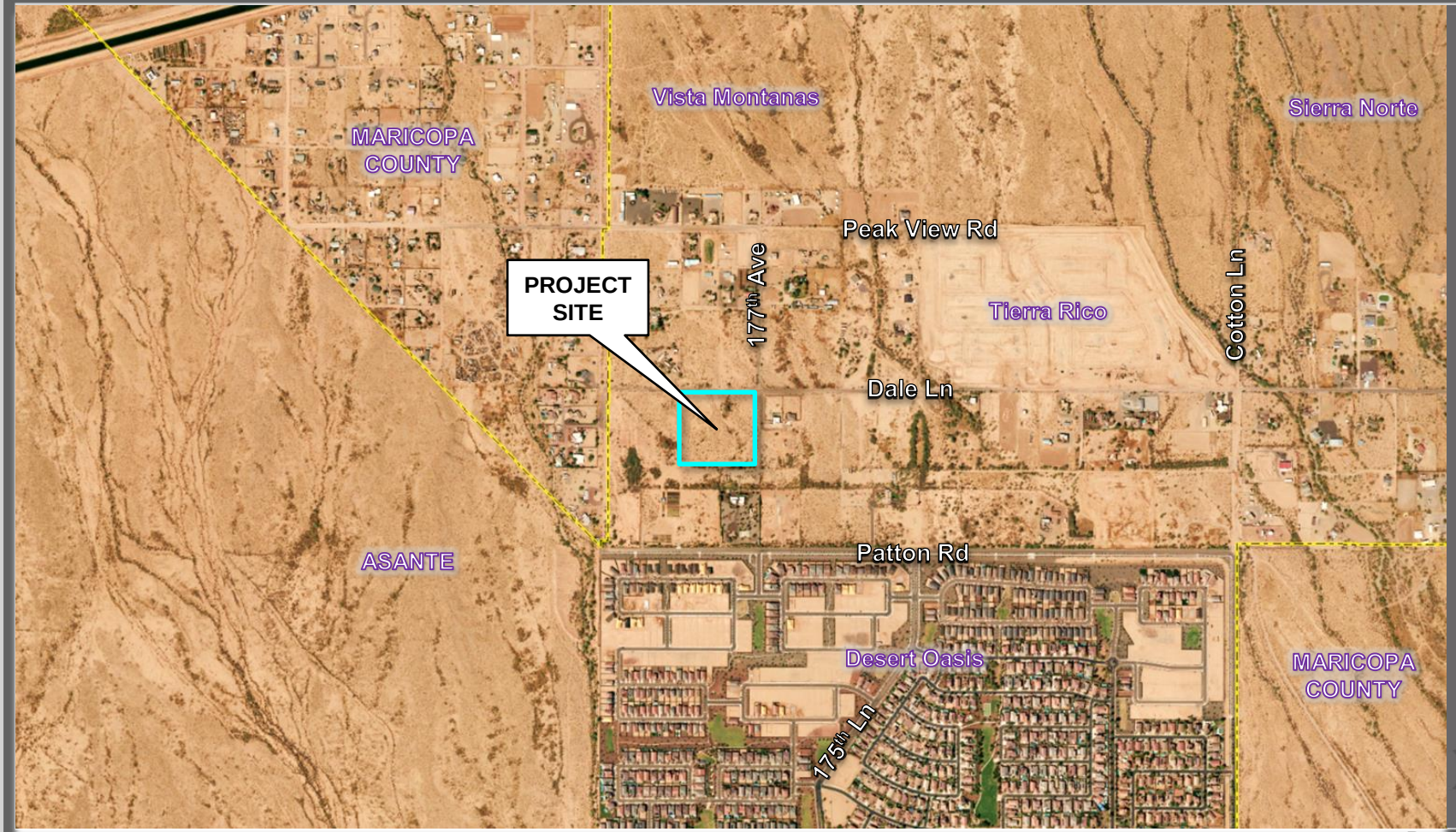
FS24-0550
Platinum Acres
Final Plat

City Council

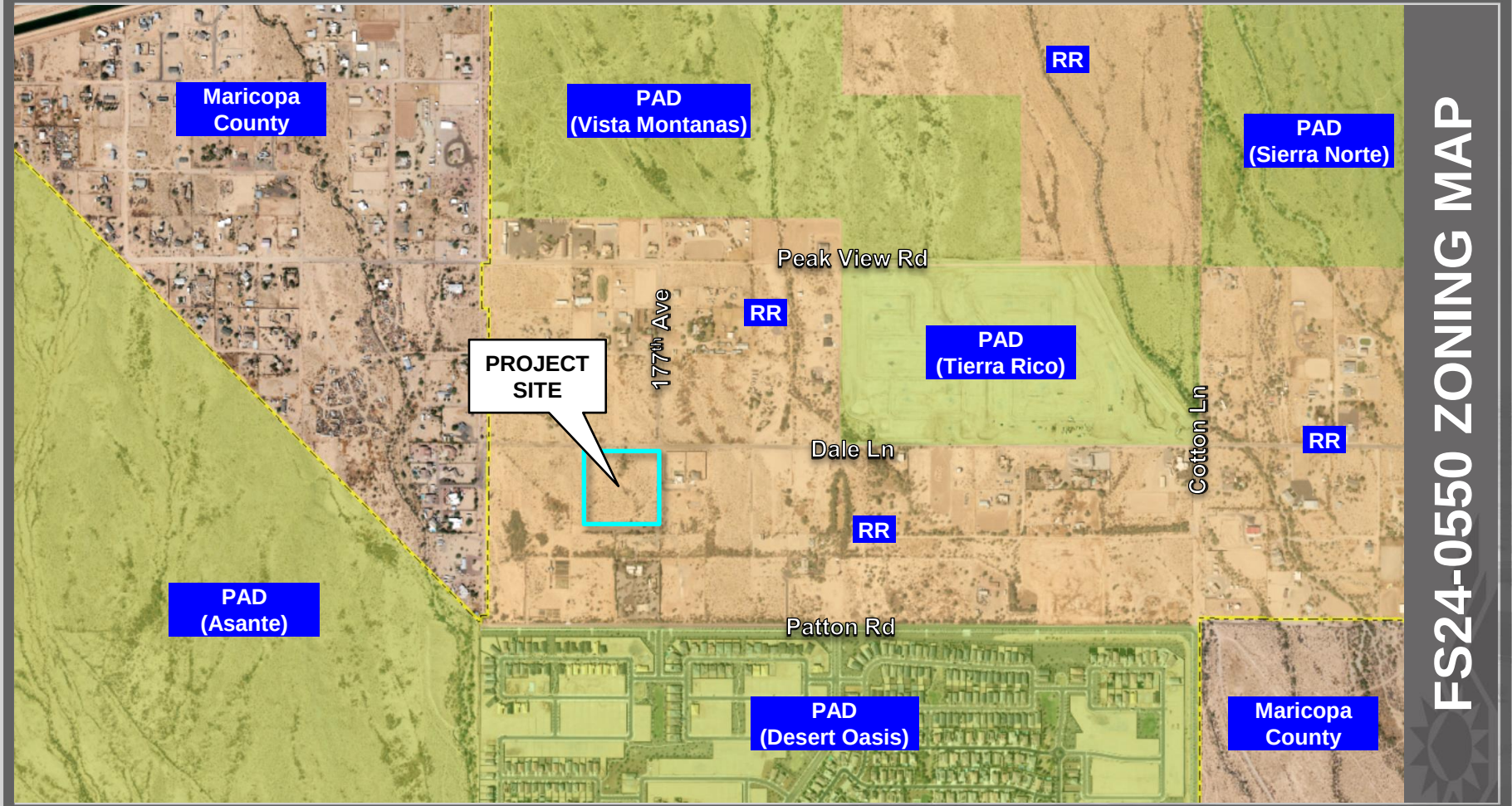
November 4, 2024

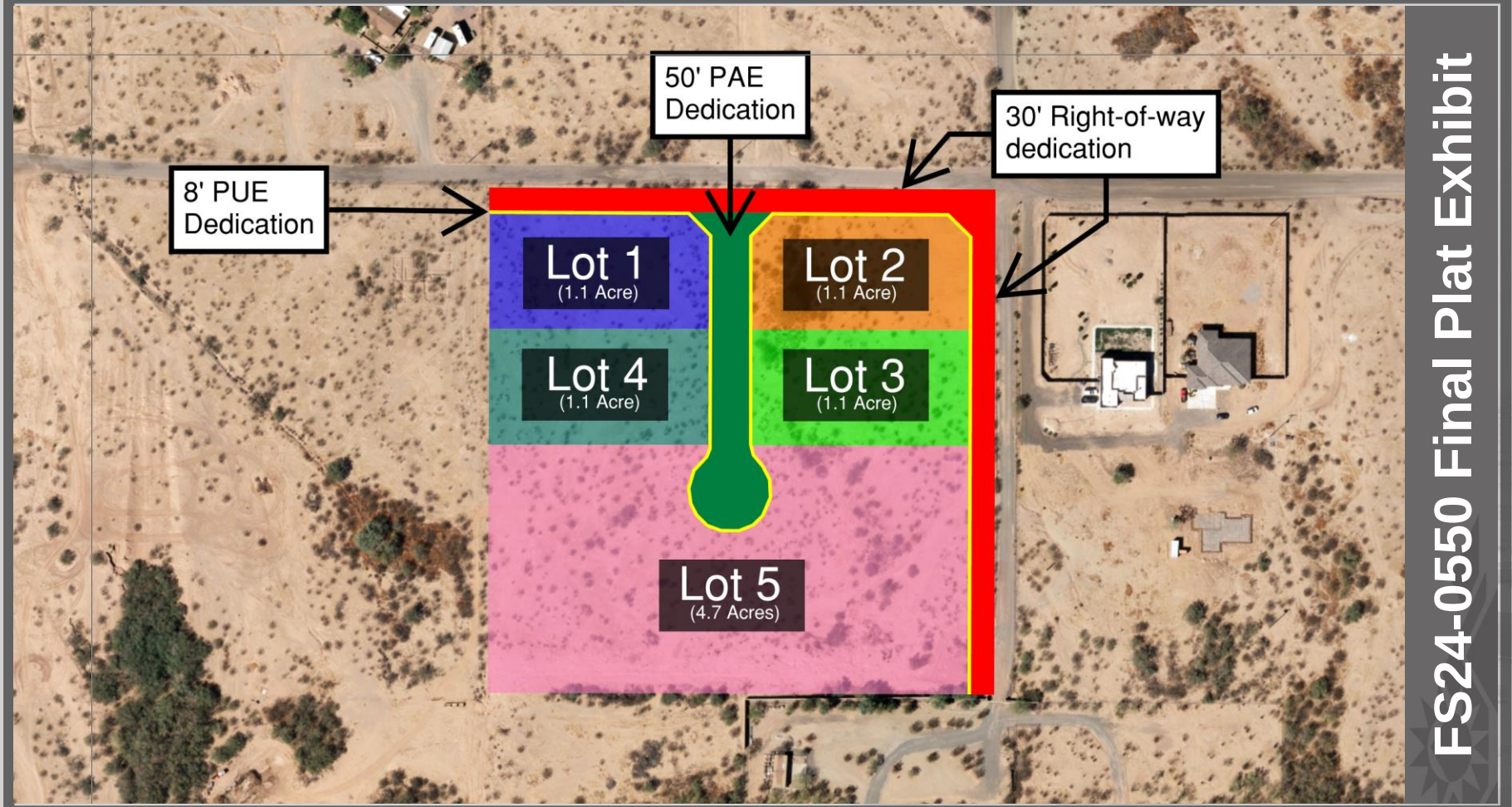
BACKGROUND

- **November 3, 1988:** The subject parcels were annexed into the City under Ordinance 88-24.
- **April 19, 2024:** The applicant filed a request for a subdivision of parcel 503-51-007N



FS24-0550 VICINITY MAP


Maricopa County
PAD (Vista Montanas)
RR
PAD (Sierra Norte)
Peak View Rd
177th Ave
RR
PROJECT SITE
PAD (Tierra Rico)
Cotton Ln
Dale Ln
RR
RR
PAD (Asante)
Patton Rd
PAD (Desert Oasis)
Maricopa County
FS24-0550 ZONING MAP



FS24-0550 Final Plat Exhibit

DEDICATION:

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT PLATINUM BUILDER GROUP LLC, ("OWNER"), HAS SUBDIVIDED UNDER THE NAME PLATINUM ACRES FINAL PLAT, A SUBDIVISION LOCATED IN A PORTION OF SECTION 26, TOWNSHIP 5 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 PLATINUM ACRES FINAL PLAT AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

GENERAL EASEMENT LANGUAGE:
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.

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.

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

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

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

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

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

THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES, INCLUDING, BUT NOT LIMITED TO, ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED, AND REPAIRED BY OWNER OR THE HOMEOWNERS ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE".

ACKNOWLEDGEMENT:

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED IT'S CORPORATE NAME TO BE SIGNED AND IT'S CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20___.
PLATINUM BUILDER GROUP LLC, AN ARIZONA LIMITED LIABILITY COMPANY,

BY: _____ DATE: _____

IT'S _____ DATE: _____

IN WITNESS THEREOF, OWNER(S) HAS/HAVE HEREUNTO CAUSED HIS/HER/THEIR NAME(S) TO BE SIGNED, THIS _____ DAY OF _____, 20___.
PLATINUM BUILDER GROUP LLC, AN ARIZONA LIMITED LIABILITY COMPANY,

BY: _____ DATE: _____

IT'S _____ DATE: _____

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS _____ DAY OF _____, 20__, BEFORE ME PERSONALLY APPEARED _____,
AND _____ THE _____, FOR AND ON BEHALF THEREOF, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIM TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE DOCUMENT

NOTARY PUBLIC _____ DATE: _____

MY COMMISSION EXPIRES:

PLATINUM ACRES FINAL PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, CITY OF SURPRISE

OWNERS:

PLATINUM BUILDER GROUP LLC

MAILING ADDRESS: 15433 W DALE SURPRISE AZ USA 85387

NOTES:

1. PER CITY OF SURPRISE MUNICIPAL CODE CHAPTER 58-181 WITHIN 90 DAYS FROM THE DATE THE CITY OF SURPRISE PUBLIC DRINKING WATER SYSTEM IS AVAILABLE OR ACCESSIBLE WITHIN 500 FEET OF THE PROPERTY THE OWNER OF THE PROPERTY SHALL DIRECTLY CONNECT STRUCTURES ON THE PROPERTY TO THE PUBLIC WATER SYSTEM IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE AND ANY STATE OR FEDERAL CODES.

2. THE OWNER OR SUBSEQUENT OWNERS OF ANY EXISTING OR FUTURE WELLS ON THE LAND DESCRIBED IN THIS PLAT SHALL BE REQUIRED TO SIGN A WELL IMPACT WAIVER(S) WITH THE CITY OF SURPRISE.

3. 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.

4. LANDSCAPE MAINTENANCE LANGUAGE

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

5. FIRE SPRINKLER LANGUAGE

SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO-FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.

A RESIDENTIAL FIRE SPRINKLER SYSTEM IS REQUIRED FOR HOUSES BUILT IN AREAS WITH LIMITED WATER SUPPLY AND FIRE FLOW. FIRE SPRINKLER PLANS SHALL BE SUBMITTED WITH THE BUILDING PLANS. (903.2.8.1 LOCAL AMENDMENT)

6. WATER/SEWER CONNECTION LANGUAGE

THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER, AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.

7. GRADING AND EXCAVATION LANGUAGE

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

8. TAXES

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 (#4751 AND 14710, WHEN APPLICABLE.

9. SOUND ATTENUATION AND OVERFLIGHT LANGUAGE:

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.

10. COMPLIANCE WITH ALL APPLICABLE LAWS IS REQUIRED, INCLUDING BUT NOT LIMITED TO A.R.S. §§ 45-576 AND 32-2101. PLEASE BE ADVISED, IF ANY ADDITIONAL PARCEL SPLIT RESULTING IN SIX OR MORE TOTAL LOTS FROM THE ORIGINAL LOT OCCURS WITHIN 10 YEARS OF THIS PLAT RECORDATION, THE CITY WILL REQUIRE PROOF THAT ALL APPLICABLE ASSURED WATER SUPPLY REQUIREMENTS HAVE BEEN MET.

CITY OF SURPRISE ENGINEER APPROVAL:

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

BY: _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS____ DAY OF_____, 20____

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

VICINITY MAP

GROSS LOT DESCRIPTION:

PER THE DOCUMENT RECORDED AS 2023-0476454, M.C.R.

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL THE COAL AND OTHER MINERALS, AS RESERVED UNTO THE UNITED STATES OF AMERICA IN PATENT RECORDED IN BOOK 134 OF DEEDS, PAGE 213.

SURVEYOR:

BLACK MOUNTAIN SURVEYING
17308 WEST WOODROW LANE
SURPRISE, AZ. 85388
PHONE: 623-266-0402
FAX: 623-266-0402
CONTACT: DALE A. MATTINGLY

PARCEL ADDRESS:

NO CURRENT PARCEL ADDRESS

LOT AREAS:

OVERALL: 436,508.76 SF.± OR 10.017 ACRES± (GROSS)

LOT 1: 48,291.47 SF.± OR 1.108 ACRES± (GROSS)

LOT 2: 47,853.70 SF.± OR 1.098 ACRES± (GROSS)

LOT 3: 47,333.32 SF.± OR 1.086 ACRES± (GROSS)

LOT 4: 47,324.92 SF.± OR 1.086 ACRES± (GROSS)

LOT 5: 206,509.56 SF.± OR 4.740 ACRES± (GROSS)

R/W DEDICATION: 39,195.80 SF.± OR 0.899 ACRES± (GROSS)

CERTIFICATION:

I, DALE A. MATTINGLY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF 2 SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF AUGUST 08, 2022, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN, THAT THEIR POSITION ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DALE A. MATTINGLY R.L.S. #36888
BLACK MOUNTAIN SURVEYING
DALE@BLACKMOUNTAINSURVEYING.COM

SURPRISE CASE: CR24-0108
FS24-0550

PLATINUM ACRES FINAL PLAT
A PORTION OF THE SOUTHWEST 1/4
OF SECTION 26, T5N, R2W, G&SRB&M
MARICOPA COUNTY, ARIZONA.

BLACK MOUNTAIN SURVEYING
17308 WEST WOODROW LANE, SURPRISE, ARIZONA, 85388
PH 623-266-0402, WWW.BLACKMOUNTAINSURVEYING.COM
SURVEYING ARIZONA FOR 39 YEARS

BLACK MOUNTAIN SURVEYING
Surveying Arizona for 39 Years

DRAWN BY: RAM
CHECKED BY: DAM
JOB # 24027
DATE: 08/15/24
REVISED:

FINAL PLAT

1 of 2

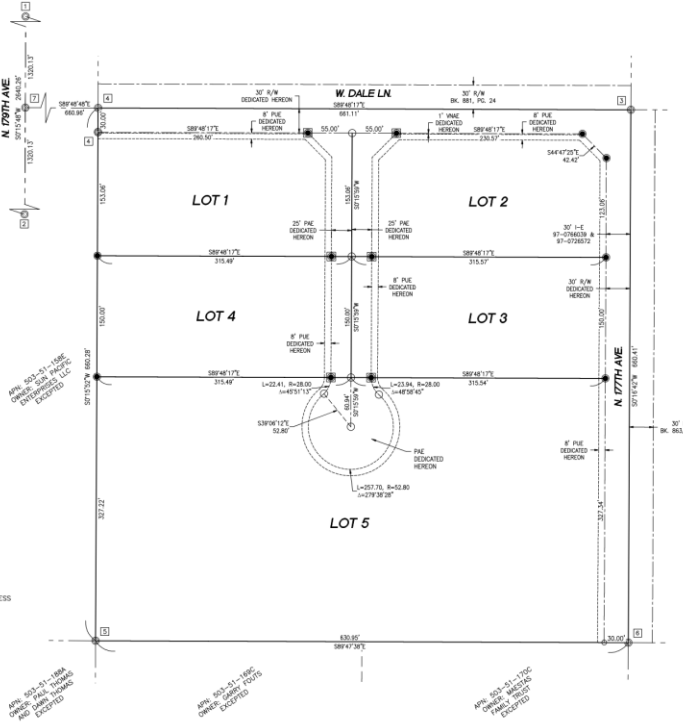
FS24-0550 Final Plat

PLATINUM ACRES FINAL PLAT

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, CITY OF SURPRISE

SCALE: 1"= 50

0 25 50 100 150



NOTES:

1. CONSTRUCTION WITHIN PUBLIC UTILITY EASEMENTS EXCEPT BY PUBLIC AGENCIES AND—UTILITY COMPANIES SHALL BE LIMITED TO UTILITIES AND WOOD, WIRE OR REMOVABLE SECTION—TYPE FENCING UNLESS APPROVED OTHERWISE BY THE CITY OF SURPRISE.
2. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
3. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS, NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS DEVELOPMENT WITHOUT WRITTEN AUTHORIZATION OF THE CITY OF SURPRISE.
4. ALL UTILITIES SHALL BE PLACED UNDERGROUND.
5. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT THE MAINTENANCE OF ANY PRIVATE STREETS, PRIVATE UTILITIES, PRIVATE FACILITIES AND LANDSCAPED AREAS WITHIN THE PROJECT.
6. ALL INDIVIDUAL LOT PROPERTY CORNERS HAVE BEEN SET WITH 0.5 INCH REBAR AND CAP OR TAG BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
7. ALL DIMENSIONS SHOWN HEREON ARE MEASURED BETWEEN FOUND MONUMENTS, ALL OTHER DIMENSIONS ARE CALCULATED, UNLESS OTHERWISE NOTED.
8. MARICOPA COUNTY FLOOD CONTROL DISTRICT FLOODPLAIN USE PERMITS ARE REQUIRED FOR ALL LOTS PRIOR TO THE ISSUANCE OF ANY CITY OF SURPRISE GRADING PERMIT.

FLOOD ZONE:

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. #0401C3120SL, 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.

LEGEND:

	ADJACENT PROPERTY LINES.
	PROPERTY LINES.
	CENTER—SECTION LINES.
	ROAD RIGHT OF WAY LINES.
	EASEMENT LINE
○	FOUND MONUMENT AS NOTED WITHIN ACCEPTABLE TOLERANCE.
○	CALCULATED POSITION. NOTHING FOUND OR SET.
◉	FOUND 0.5" REBAR WITH A 1.0" PLASTIC CAP STAMPED, "RLS 60427". UNLESS NOTED OTHERWISE.
◉	FOUND 0.5" REBAR WITH A 1.0" PLASTIC CAP STAMPED, "RLS 60427". ACCEPTED AS "WITNESS MONUMENT".
(R#)	RECORD DIMENSION PER REFERENCE DOCUMENTS.
N.	NORTH.
S.	SOUTH.
W.	WEST.
E.	EAST.
M.C.R.	MARICOPA COUNTY RECORDER.
(#)	SURVEY MONUMENT AS NOTED.
BK.	BOOK
DKT.	DOCKET
PG.	PAGE
DOC.	DOCUMENT
NO.	NUMBER
AG	ABOVE GRADE
BG	BELOW GRADE
COS	CITY OF SURPRISE
ESMT	EASEMENT
I-E	INGRESS—EGRESS
VNAE	VEHICULAR NON—ACCESS EASEMENT
R/W	RIGHT—OF—WAY
PUE	PUBLIC UTILITY EASEMENT
PAE	PRIVATE ACCESS EASEMENT

SERVICING UTILITIES:

WATER:	SAQUARO ACRES
ELECTRIC:	ARIZONA PUBLIC SERVICE COMPANY
FIBER OPTICS:	COX COMMUNICATION & CENTURY LINK
GAS:	SOUTHWEST GAS CORPORATION
FIRE AND EMERGENCY:	CITY OF SURPRISE
POLICE:	CITY OF SURPRISE

MONUMENT NOTES:

ALL MONUMENTS LISTED BELOW WERE FOUND TO BE WITHIN THE CURRENT STATE HORIZONTAL TOLERANCE AND WERE ACCEPTED UNLESS OTHERWISE NOTED.

W. 1/4 CORNER OF SECTION 26, THE ORIGINAL GLO BRASS CAP RECOVERED DURING MY 2015 SURVEYS HAS BEEN REPLACED WITH A 2.0" ALUMINUM CAP, WHICH LIES N62°01'37"W AT 0.15' FROM THE PREVIOUS GLO CAP LOCATION. THE ORIGINAL RECOVERED POSITION FOR THE GLO CAP WAS HELD

1. CAP, WHICH LIES N62°01'37"W AT 0.15' FROM THE PREVIOUS GLO CAP LOCATION. THE ORIGINAL RECOVERED POSITION FOR THE GLO CAP WAS HELD
2. SW. CORNER OF SECTION 26, FOUND A GLO BRASS CAP
3. FOUND A 0.5" REBAR 1.0' BG, WITH TAG STAMPED 60427.
4. FOUND A 0.5" REBAR WITH TAG STAMPED, "32778"
5. FOUND A 0.5" REBAR WITH A 1.0" PLASTIC CAP STAMPED, "ROPE"
6. FOUND A WITNESS MONUMENT, BEING A 0.5" REBAR WITH A 1.5" ALUMINUM CAP STAMPED, "RLS 36888 W.C." 0.5' S. OF CALCULATED LOCATION
7. FOUND A 0.5" REBAR WITH TAG STAMPED, "32778" S62°29'15"W AT 0.17' FROM CALCULATED POSITION

BASIS OF BEARING:

BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, SHOWN HEREON AS S0°15'48"W AND PER (R6)

REFERENCE DATA:

THE FOLLOWING INFORMATION WAS REVIEWED DURING THE COURSE OF THIS SURVEY:

(R1) UNRECORDED SURVEY BY RA DELP DATED MAY 1980
(R2) GLO PLAT #2722 FILED, 8-14-1919
(R3) PLAT OF SURVEY #34773-1 M.C.R.
(R4) ALTA SURVEY #34788-1 M.C.R.
(R5) BOR RECORD #62737-1 M.C.R.
(R6) GDAC PLAT, BOOK 656 OF MAPS, PAGE 21, M.C.R.
(R7) BOOK 661 OF MAPS, PAGE 47, M.C.R.
(R8) BOOK 662 OF MAPS, PAGE 21, M.C.R.
(R9) BOOK 672 OF MAPS, PAGE 45, M.C.R.
(R10) BOOK 727 OF MAPS, PAGE 3, M.C.R.
(R11) BOOK 729 OF MAPS, PAGE 50, M.C.R.
(R12) BOOK 761 OF MAPS, PAGE 34, M.C.R.
(R13) BOOK 863 OF MAPS, PAGE 48, M.C.R.
(R14) BOOK 870 OF MAPS, PAGE 24, M.C.R.
(R15) BOOK 875 OF MAPS, PAGE 14, M.C.R.
(R16) BOOK 881 OF MAPS, PAGE 24, M.C.R.
(R17) BOOK 892 OF MAPS, PAGE 15, M.C.R.
(R18) BOOK 968 OF MAPS, PAGE 10, M.C.R.
(R19) BOOK 1062 OF MAPS, PAGE 6, M.C.R.
(R20) BOOK 1074 OF MAPS, PAGE 35, M.C.R.
(R21) BOOK 1078 OF MAPS, PAGE 3, M.C.R.
(R22) BOOK 1114 OF MAPS, PAGE 50, M.C.R.
(R23) BOOK 1139 OF MAPS, PAGE 19, M.C.R.
(R24) BOOK 1162 OF MAPS, PAGE 1, M.C.R.

REGISTERED LAND SURVEYOR 36888 DALE A. MATTINGLY ARIZONA U.S.A.

SURPRISE CASE: CR24—0108
FS24—0550

PLATINUM ACRES FINAL PLAT
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 26, T5N, R2W, G&SRB&M MARICOPA COUNTY, ARIZONA.

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DRAWN BY: RAM
CHECKED BY: DAM
JOB # 24027
DATE: 08/15/24
REVISED:

FINAL PLAT

2 of 2

FS24-0550 Final Plat

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Contact Person: Trever Fleetham, PLANNER SENIOR
Submitting Department: Community Development
District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Nobella – Parcel 2.2" and dated July 16, 2024, a property generally located northeast of the northeast corner of Jomax Road and 163rd Avenue; Case FS24-0620.

Motion:
I move to approve the Final Plat entitled, "Nobella – Parcel 2.2" and dated July 16, 2024.

Background:
Terrascape Consulting, LLC, on behalf of Hines, seeks approval of a Final Plat of the subject property generally located northeast of the northeast corner of Jomax Road and 163rd Avenue. The proposed Final Plat seeks to create one (1) lot of approximately 16.19 acres to accommodate future residential development.

Objective Analysis:
Approval of the proposed Final Plat will allow the applicant to subdivide the property as proposed to accommodate future development.

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 - FS24-0620 Nobella Parcel 2.2 Final Plat - Staff Report
2. 01 - FS24-0620 Nobella Parcel 2.2 Final Plat - Vicinity Map
3. 02 - FS24-0620 Nobella Parcel 2.2 Final Plat - Zoning Map
4. 03 - FS24-0620 Nobella Parcel 2.2 Final Plat - Plat Exhibit
5. 04 - FS24-0620 Nobella Parcel 2.2 Final Plat - Final Plat
6. 05 - FS24-0620 Nobella Parcel 2.2 Final Plat - Luke Letter
7. FS24-0620 Nobella Parcel 2.2 Final Plat - Presentation

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case:	**FS24-0620**
Project Name:	Nobella Parcel 2.2 Final Plat
Council District:	1 – Acacia
City Council Date:	**November 4, 2024**
Planner:	Trever Fleetham, Planning Manager

Owner:	Nobella Surprise Owner LP
Applicant:	Terrascape Consulting, LLC
Request:	Final Plat to create one (1) lot of approximately 16.19 acres
Site Location:	Generally located northeast of the northeast corner of Jomax Road and 163rd Avenue
Site Size:	Approximately 16.19 acres

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2040.
- The proposed Final Plat is consistent with the Surprise Land Development Ordinance.

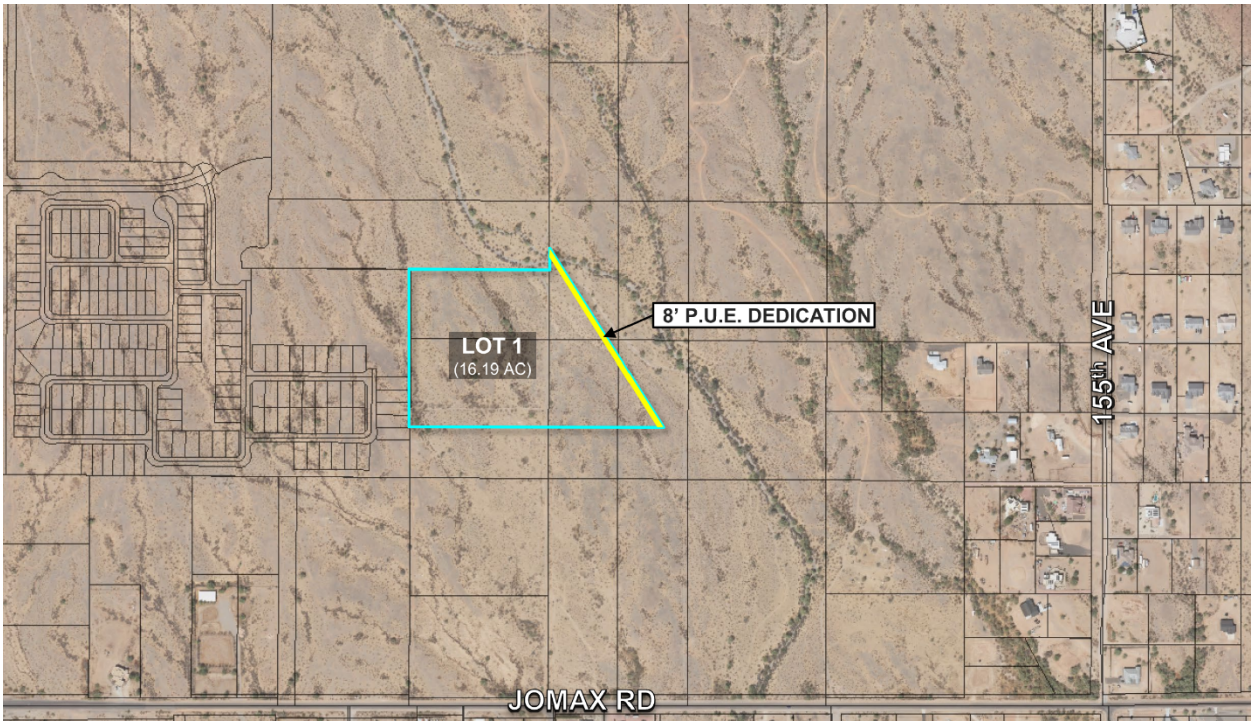
Alternative Actions:

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:

Terrascape Consulting, LLC, on behalf of Hines, seeks approval of a Final Plat of the subject property generally located northeast of the northeast corner of Jomax Road and 163rd Avenue. The proposed Final Plat seeks to create one (1) lot of approximately 16.19 acres to accommodate future residential development.



The subject parcel was zoned Residential High Density (R-3) as part of the overall Nobella Development under case FS21-828. The future residential development will be subject to the R-3 development standards of the LDO, as shown below, as well as be subject to a Site Plan review.

Table 106-2e—Residential High Density (R-3) Zoning District			
Net Density (du/ac)	**8-11.9**	**12-14.9**	**15+**
Min. setback to arterial ROW (ft)[2]	20	20	20
Min. setback to collector and local ROW (ft)[2]	15	15	15
Min. setback adjacent to residential zoning (ft)	10	15	20
Min. setback adjacent to non-residential zoning (ft)	20	20	20
Max. bldg. height[1] (ft)	45	50	60
Open space (sf/du)	150	150	150
Notes: 1. The *height* of any *structure*, or portions thereof, shall not exceed 30 feet in *height* measured at the *setback* line when *adjacent* to *single-family*, *two-family*, *three-family development*			

parcels. The *height* of the *structure* may increase at a ratio of one-foot vertical for every one-foot horizontal as measured relative to the property line to a maximum *height* equal to the *zoning*.
2. *Setback* may be reduced to ten (10) feet along collector or local *right-of-way* for units that open to the *street* and exclude a perimeter wall.

The subject plat does not dedicate any right-of-way but does include the dedication of an eight (8) foot public utility easement (PUE) along the eastern property line.

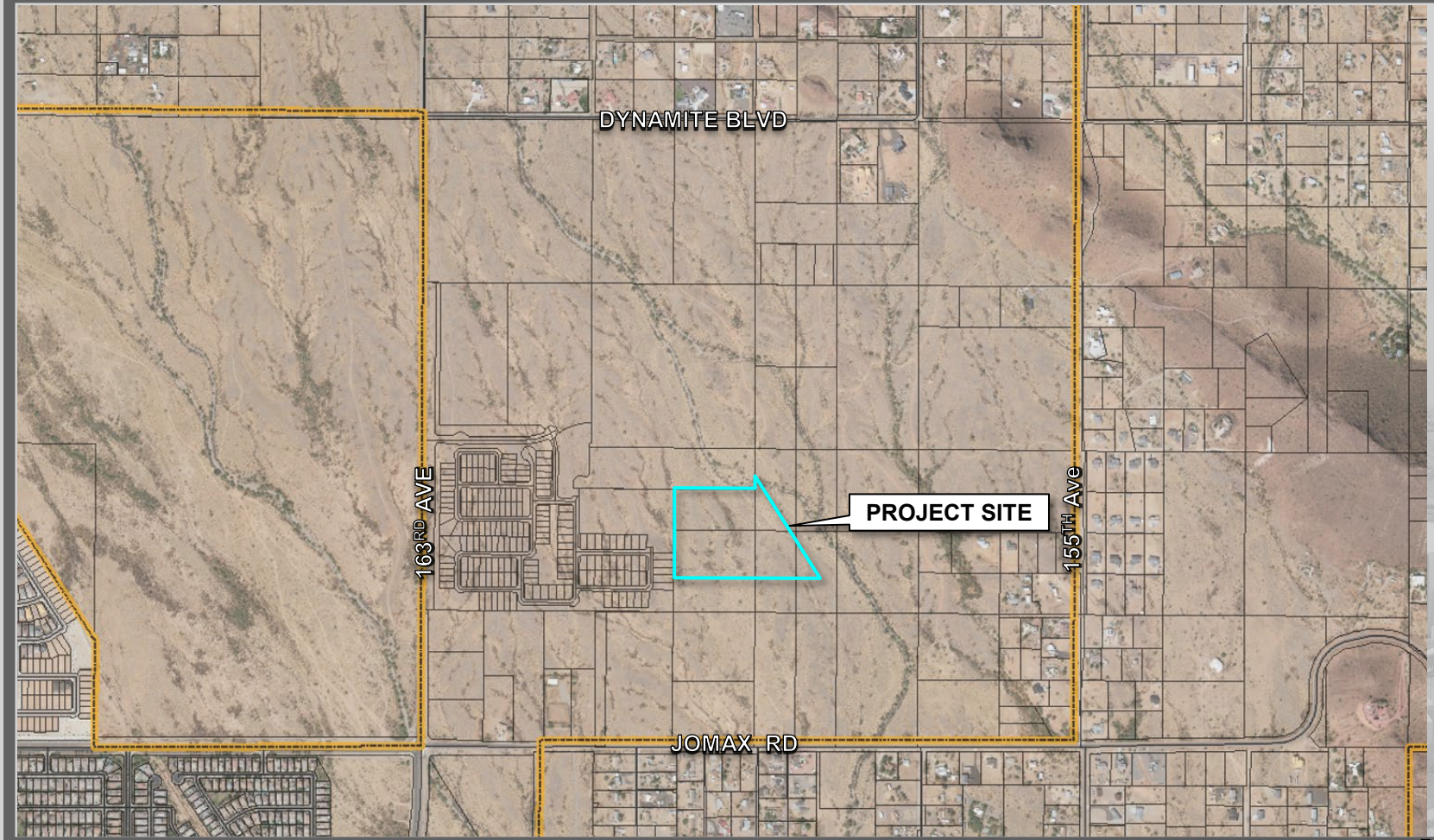
General Plan Conformance:

The proposed Final Plat was reviewed against the goals, polices, recommendations, and guidelines of the City of Surprise General Plan 2040. The subject site is located with the Neighborhood Character Area, which supports residential development of varying densities, provided appropriate transitions and buffers are provided between neighborhood types included within the same character area.

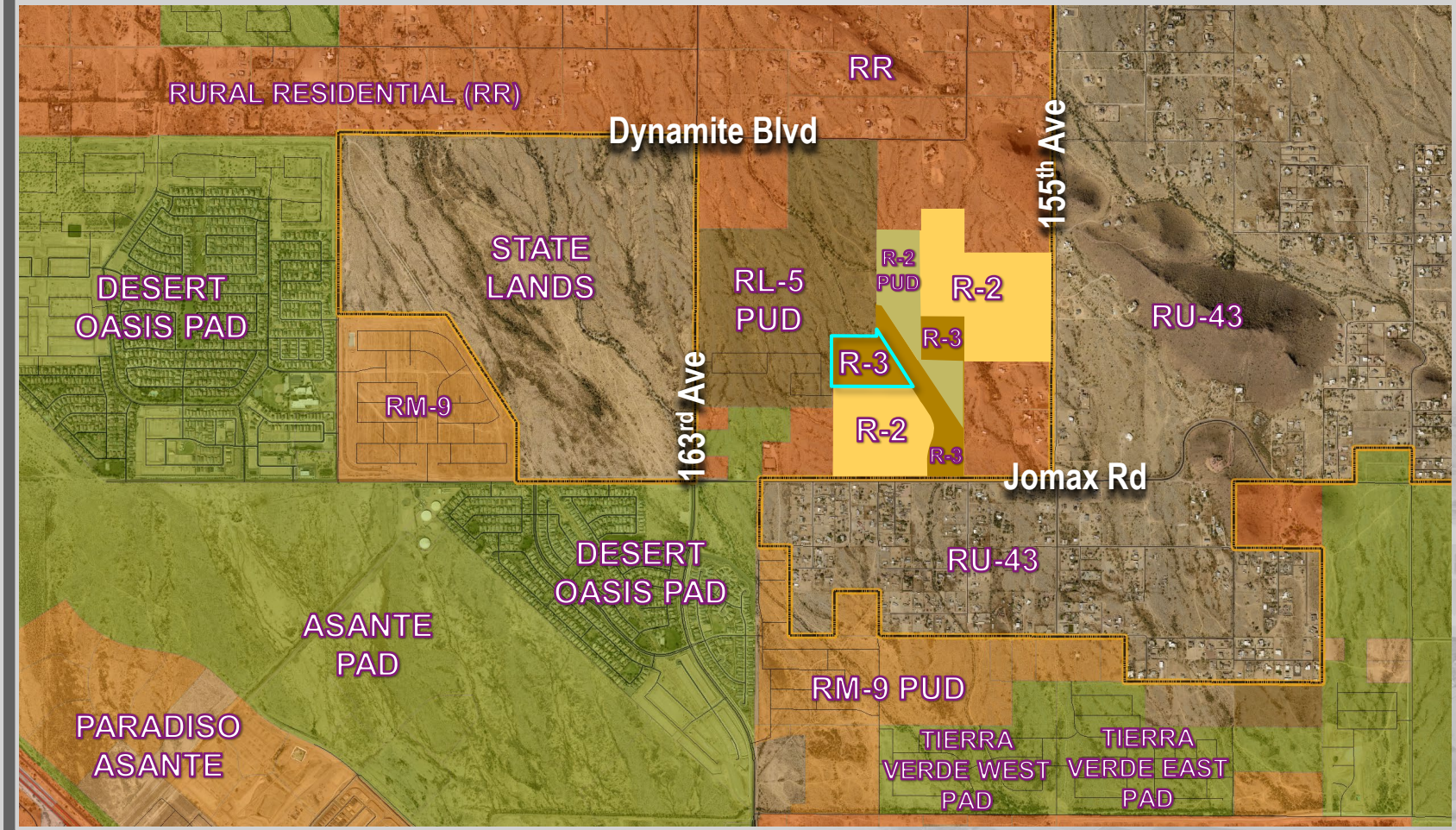
Reviewing Agencies:

This project was routed to all standard reviewing agencies, including Luke Air Force Base, Maricopa Water District, Maricopa County Department of Transportation, and the Flood Control District of Maricopa County. None of these agencies have indicated objections to the proposal.

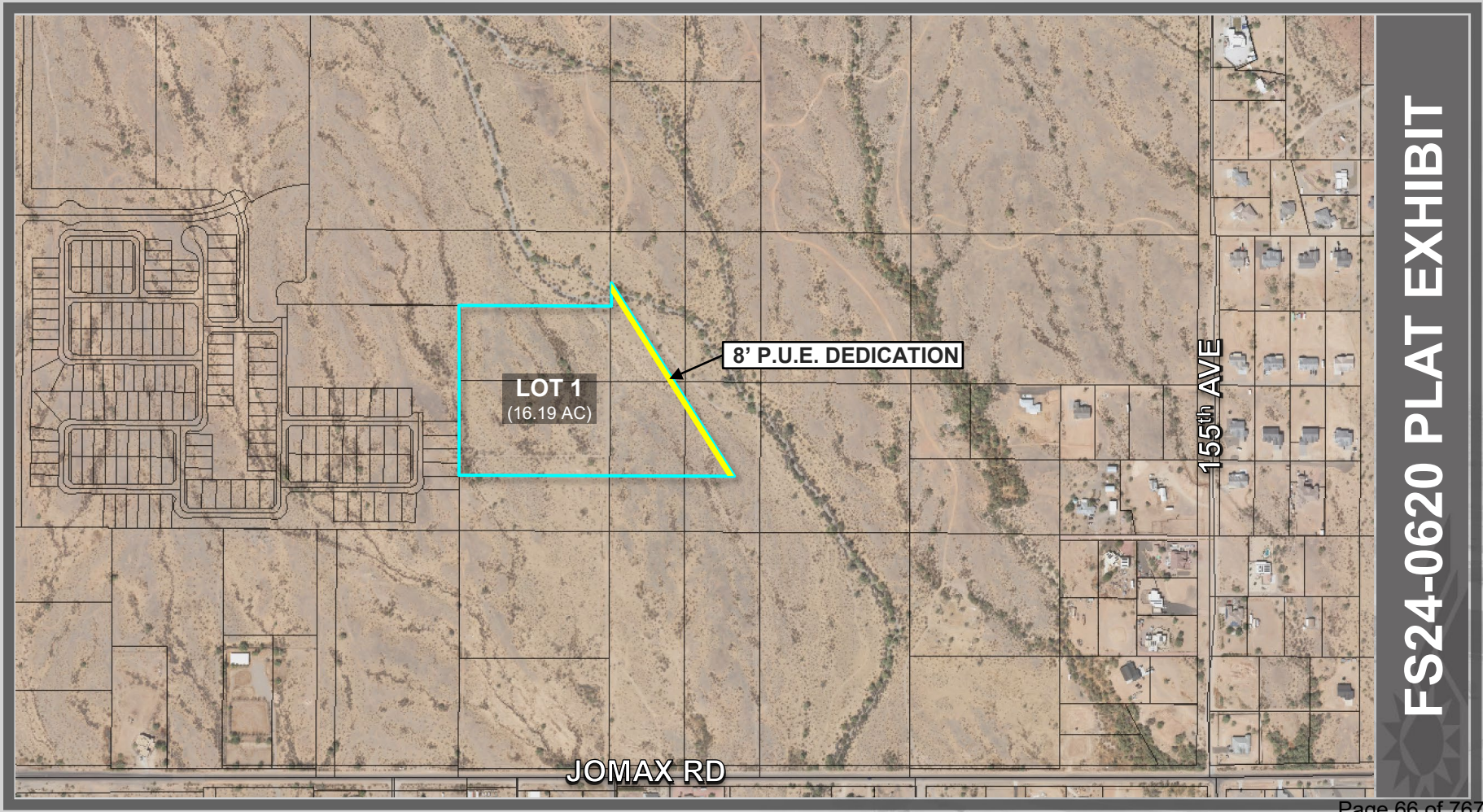
Attachments:
01 Vicinity Map
02 Zoning Map
03 Final Plat
04 Plat Exhibit
05 Luke AFB Letter
PPT



FS24-0620 VICINITY MAP

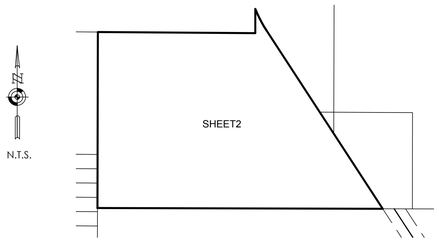


FS24-0620 ZONING MAP



FS24-0620 PLAT EXHIBIT

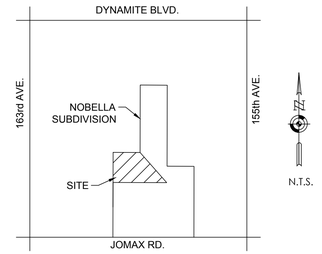
SHEET INDEX



FINAL PLAT
FOR
NOBELLA - PARCEL 2.2

LOCATED IN THE SOUTH HALF OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

VICINITY MAP



DEDICATION

STATE OF ARIZONA
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT NOBELLA SURPRISE OWNER LP, AS OWNER, HAS SUBDIVIDED UNDER THE NAME NOBELLA - PARCEL 2.2, A SUBDIVISION LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF NOBELLA - PARCEL 2.2, AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20__.

NOBELLA SURPRISE OWNER LP

BY:_____

NAME:_____

TITLE:_____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } SS

ON THIS ____ DAY OF _____ 20___, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, AND ACKNOWLEDGED THEMSELVES TO BE _____ OF NOBELLA SURPRISE OWNER LP, AND THAT AS SAID OFFICER BEING DULY AUTHORIZED TO DO SO AND ATTEST TO BY THEIR SIGNATURE, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSED CONTAINED HEREIN.

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

_____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:

_____
DATE

OWNER / DEVELOPER

NOBELLA SURPRISE OWNER LP
2375 E. CAMELBACK RD, #150
PHOENIX, AZ 85016

CONTACT: BRANDON DILLINGHAM
PHONE: (602) 385-4000
EMAIL: BRANDON.DILLINGHAM@HINES.COM

LIMITATION ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY

THE LOTS AND PARCELS CREATED, DEFINED OR DEPICTED ON THIS PLAT ARE SUBJECT TO A LIMITATION ON THE ISSUANCE OF CERTIFICATES OF OCCUPANCY AS SET FORTH WITH THE SURPRISE MUNICIPAL CODE. NO PERSON MAY OCCUPY A BUILDING OR STRUCTURE ERECTED ON ANY LOT OR PARCEL ON THIS PLAT UNTIL THE CITY OF SURPRISE "CITY" HAS ISSUED A CERTIFICATE OF OCCUPANCY. THE CITY WILL NOT ISSUE A CERTIFICATE OF OCCUPANCY UNTIL ALL ON-SITE IMPROVEMENTS SUBJECT TO A CERTIFICATE OF OCCUPANCY FREEZE HAVE BEEN CONSTRUCTED AND CONDITIONALLY ACCEPTED BY THE CITY. THIS LIMITATION MAY BE RELEASED IN PHASES, A PROSPECTIVE BUYER OF A LOT OR PARCEL SHOULD REQUIRE THE SELLER TO PRODUCE RECORDED RELEASE OF THIS LIMITATION SIGNED BY THE CITY A PRIOR TO PURCHASING OR CLOSING ESCROW ON ANY LOT OR PARCEL. FAILURE TO OBTAIN SUCH A RELEASE OF THIS LIMITATION MAY RESULT IN THE BUYER BEING PROHIBITED FROM OCCUPYING THE HOUSE OR STRUCTURE BUILT ON THE LOT OR PARCEL.

RELEASE OF LIABILITY

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

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

LEGAL DESCRIPTION

LOCATED IN THE SOUTH HALF OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31, BEING MONUMENTED BY A 3" MARICOPA COUNTY BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 31, BEING MONUMENTED BY A 3" BRASS CAP IN HAND HOLE BEARS NORTH 89°59'4" EAST, A DISTANCE OF 2639.21 FEET;

THENCE NORTH 89°58'11" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, DISTANCE OF 659.86 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°07'06" EAST, A DISTANCE OF 1,340.89 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°07'06" EAST ALONG SAID LINE, A DISTANCE OF 737.80 FEET;

THENCE SOUTH 89°35'34" EAST, A DISTANCE OF 659.86 FEET;

THENCE NORTH 00°07'05" EAST, A DISTANCE OF 101.37 FEET, TO THE BEGINNING OF A 540.00 FEET RADIUS, NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 67°55'35" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°01'25", AN ARC DISTANCE OF 103.89 FEET;

THENCE SOUTH 33°05'50" EAST, A DISTANCE OF 890.21 FEET;

THENCE NORTH 89°50'42" WEST, A DISTANCE OF 1,195.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 705,335.71 SQUARE FEET OR 16.19 ACRES, MORE OR LESS.

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.

BASIS OF BEARING

NORTH 89°59'40" EAST - BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. PER THE MINOR LAND DIVISION OF ARROYO RANCH, RECORDED IN BOOK 1657, PAGE 38, MARICOPA COUNTY RECORDS.

AREA

LOT 1 -	705,335.71 S.F. / 16.19 AC.
TOTAL -	705,335.71 S.F. / 16.19 AC.

NOTES

1. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
3. 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.
4. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X-SHADED", "AE", AND "AE-FLOODWAY" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16. 2013.. FOR COMMUNITY 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
5. THE PROPERTY OWNER AT THE TIME WHEN CITY OF SURPRISE WATER, AND/OR SEWER INFRASTRUCTURE IS AVAILABLE AT THE PROPERTY, SHALL BE REQUIRED TO CONNECT IN ACCORDANCE WITH SURPRISE MUNICIPAL CODE AND PAY ALL APPLICABLE FEES. ANY OWNER OF THE PROPERTY SHALL NOTIFY PROSPECTIVE BUYERS AND THE PUBLIC OF THIS NOTE, AND ANY SALES CONTRACTS OR SALES REPORTS SHALL INCLUDE SUCH NOTE.
6. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.
7. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
8. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
9. ZONING OF THE PROPERTY IS PER SURPRISE ZONING CASE #FS21-828 OR AS SUBSEQUENTLY AMENDED.
10. THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF DESERT OASIS PWS: 04-07-523 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.
11. IN ACCORDANCE WITH A.R.S. § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

APPROVALS

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

_____ _____
CITY ENGINEER DATE

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

_____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES SHOWN HEREON WERE MADE UNDER MY DIRECT SUPERVISION AND THAT THIS MAP IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MITCHELL H RAGSDALE RPLS #48943
TERRASCAPE CONSULTING, LLC
645 E. MISSOURI AVE., STE. 420, PHOENIX AZ, 85012
602-297-8732
mragsdale@terrascape.us

REGISTERED LAND SURVEYOR 48943 Mitchell H. Ragsdale 7/12/24 Date Signed ARIZONA, U.S.A.

FS24-0620

consulting Terrascape civil engineering • surveying • urban planning
645 East Missouri Ave, Suite 420, Phoenix, Arizona 85012
P:602.297.8732 • info@terrascape.us • terrascapeconsulting.com

FINAL PLAT

NOBELLA - PARCEL 2.2

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

DATE: 07 / 12 / 24
CHECKED BY: BWB
DRAWN BY: MHR
TITLE: FINAL PLAT
SHEET No. 1 of 2
PROJECT No. 1231

Plotted: 07/12/24 - 10:35 AM, By: mragsdale
File: C:\Users\MRAGSD~1\AppData\Local\Temp\AcPublish_19752\1231_FP_P 2.2.dwg, --- FP S1

NOBELLA - PARCEL 2.2

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	103.89'	540.00'	011°01'25"	N27° 35' 07"W	103.73'

1" IRON PIPE, LS# 12170
C 1/4 COR. SEC. 31,
T 5 N., R 1 W.

228.73'

N67° 55' 35"E
(RAD)

FLOOD ZONE
"AE-FLOODWAY"

101.37'

C1

UNSUBDIVIDED
APN: 503-52-014L

S89° 35' 34"E
659.86'

FLOOD ZONE "X-SHADED"

FLOOD ZONE "AE"

UNSUBDIVIDED
APN: 503-52-023N

UNSUBDIVIDED
APN: 503-52-018A

S33° 05' 30"E
560.21'

8' P.U.E.

UNSUBDIVIDED
APN: 503-52-023R

TRACT D

N0° 07' 06"E 737.80'

VISARA PHASE 1
BK. 1779, PG. 13, M.C.R.

LOT 152

LOT 153

LOT 154

LOT 155

LOT 156

N0° 07' 06"E 1340.89'

LOT 1

705,335.71 S.F. / 16.19 AC.

N0° 07' 05"E 2404.45'

734.89'

659.86'

N89° 50' 42"W 1195.72'

535.87'

POINT OF BEGINNING

1339.46'

FUTURE
NOBELLA - PARCEL 2.3

N. NOBELLA PKWY

3" BRASS CAP IN HAND HOLE
SW COR. SEC. 31,
T 5 N., R 1 W.

2031.71'

659.86'

S89° 58' 11"E 2691.57'

JOMAX RD.

3" MARICOPA COUNTY
BRASS CAP IN HAND HOLE
S 1/4 COR. SEC. 31,
T 5 N., R 1 W.
POINT OF COMMENCEMENT

32.70'

BRASS CAP IN HAND HOLE
N 1/4 COR. SEC. 6,
T 3 N., R 1 W.
0.3' SOUTH OF SECTION LINE

(BASIS OF BEARING)
N89° 59' 40"E 2639.21'

2606.51'

BRASS CAP IN HANDHOLE
SE COR. SEC. 31,
T 5 N., R 1 W.

FS24-0620

SCALE IN FEET
0 50 100
SCALE: 1" = 50'

SURVEY LEGEND

- SECTION CORNER AS NOTED
- SET 1/2" REBAR W/ CAP RLS 48943
- MONUMENT AS NOTED
- STREET CENTERLINE MONUMENT MAG STD. DET. 120 TYPE B (TO BE SET DURING CONSTRUCTION)
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDS
- SECTION LINE
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE AS NOTED

consulting Terrascape civil engineering • surveying • urban planning
645 East Missouri Ave, Suite 420, Phoenix, Arizona 85012
P:602.297.8732 • Info@terrascape.us • terrascapeconsulting.com

48943
Mitchell H.
Ragsdale
7/12/24
REGISTERED LAND SURVEYOR
ARIZONA U.S.A.

FINAL PLAT

NOBELLA - PARCEL 2.2

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE:	07 / 12 / 24
CHECKED BY:	BWB
DRAWN BY:	MHR
TITLE:	FINAL PLAT
SHEET No.	2 of 2
PROJECT No.	1231

Plotted: 07/12/24 - 10:35 AM, By: mragsdale
File: C:\Users\MHAGSD~1\AppData\Local\Temp\AcPublish_18752\1231_FP_P 2.2.dwg, --- FP S2

From:	RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE
To:	Nichole Flores
Cc:	56 FW/CIT Community Initiative
Subject:	RE: FS24-0620 Nobella Parcel 2.2 Final Plat - New Digital Submittal 05.06.24
Date:	Friday, May 10, 2024 4:00:40 PM
Attachments:	RE FS23-0352 Nobella Rezone - New Digital Submittal 04.26.23.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,

Thank you for the opportunity to comment on the Nobella Parcel 2.2 final plat application. We find the proposed R-3 development on a 17.11-acre site (Lot 1) to be consistent with the re-zone application reviewed in 2023. I have attached the previous response. Luke AFB has no additional operational concerns for this project.

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: Monday, May 6, 2024 3:44 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>; Kaitlin Mckibben (FCD) <kaitlin.mckibben@maricopa.gov>; Kevin Shipman <kevin.shipman@dysart.org>; klaabs@nadaburgsd.org; Leslie - MWD <lesliej@mwdaz.com>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Michael Norris <Michael.Norris@Maricopa.Gov>; Raoul Sada -

Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Tasha Aldeguer (FCD) <tasha.aldeguer@maricopa.gov>; tfarrington@nadaburgsd.org; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Tierney Farago <Tierney.Farago@surpriseaz.gov>; Alyssa Carpenter <Alyssa.Carpenter@surpriseaz.gov>
Subject: [Non-DoD Source] FS24-0620 Nobella Parcel 2.2 Final Plat - New Digital Submittal 05.06.24

Good afternoon,

Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores
Planning Project Coordinator
City of Surprise | Community Development
16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3244 Direct

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0.1

From: RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE
To: Nichole Flores
Subject: RE: FS23-0352 Nobella Rezone - New Digital Submittal 04.26.23

Good afternoon Ms. Flores,

Thank you for the opportunity to provide comments on the revised pre-plat proposal for Nobella. The site sits on approximately 200 acres of vacant land located at Jomax Road east of 163rd Avenue in Surprise AZ. This revision proposal is to rezone 69-acres within the total site with varying areas of R-2 and R-3 designations. The site falls approximately 3.2 miles outside the Luke AFB AUX-1 2004 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles.

The developer has stated they do not request to increase the overall density, but to reallocate previously approved densities throughout the site. The project, as described, should not have a negative impact on Luke AFB flight operations due to the fact that it is outside the GDC. However, Luke AFB reserves the right to review/comment on final plans submitted to Surprise. The site is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights a day. If this development is approved, we recommend a strong notification program on the part of the applicant is to inform future occupant(s) about Luke AFB operations.

V/r,

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, April 26, 2023 11:09 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.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>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce

<eva.pierce@dysart.org>; Gregory McDowell (MCDOT) <Gregory.McDowell@maricopa.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.rahn@us.af.mil>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Judy Lopez - Beardsley Water Company <managefnm365@aol.com>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOTPlanning@maricopa.gov (MCDOT) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Subject: [Non-DoD Source] FS23-0352 Nobella Rezone - New Digital Submittal 04.26.23

Good morning,

Attached please find the **application** 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
Please note effective August 3, 2022, we will be adding a 2-business day out-processing for ALL notices

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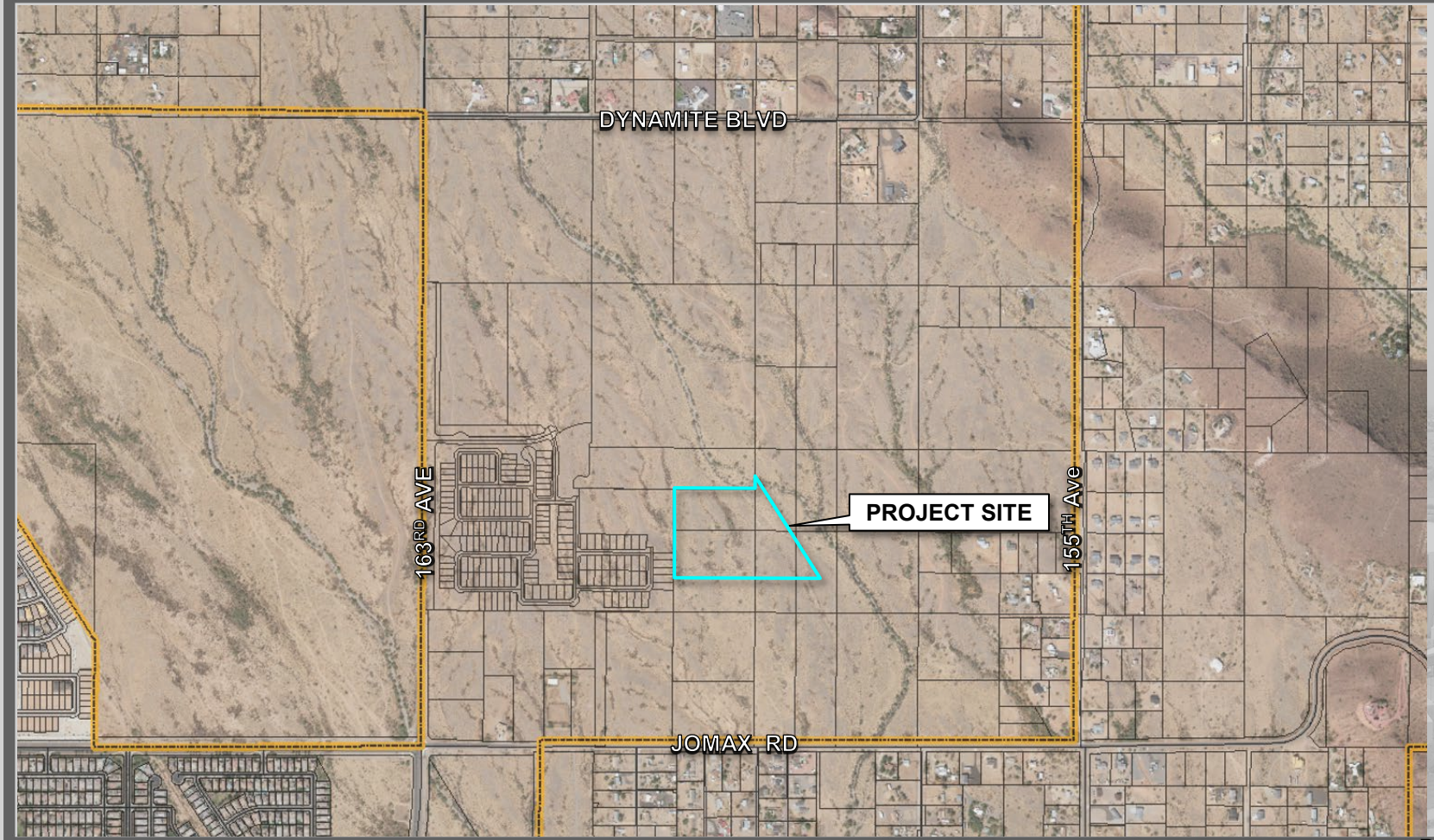
SURPRISE
ARIZONA

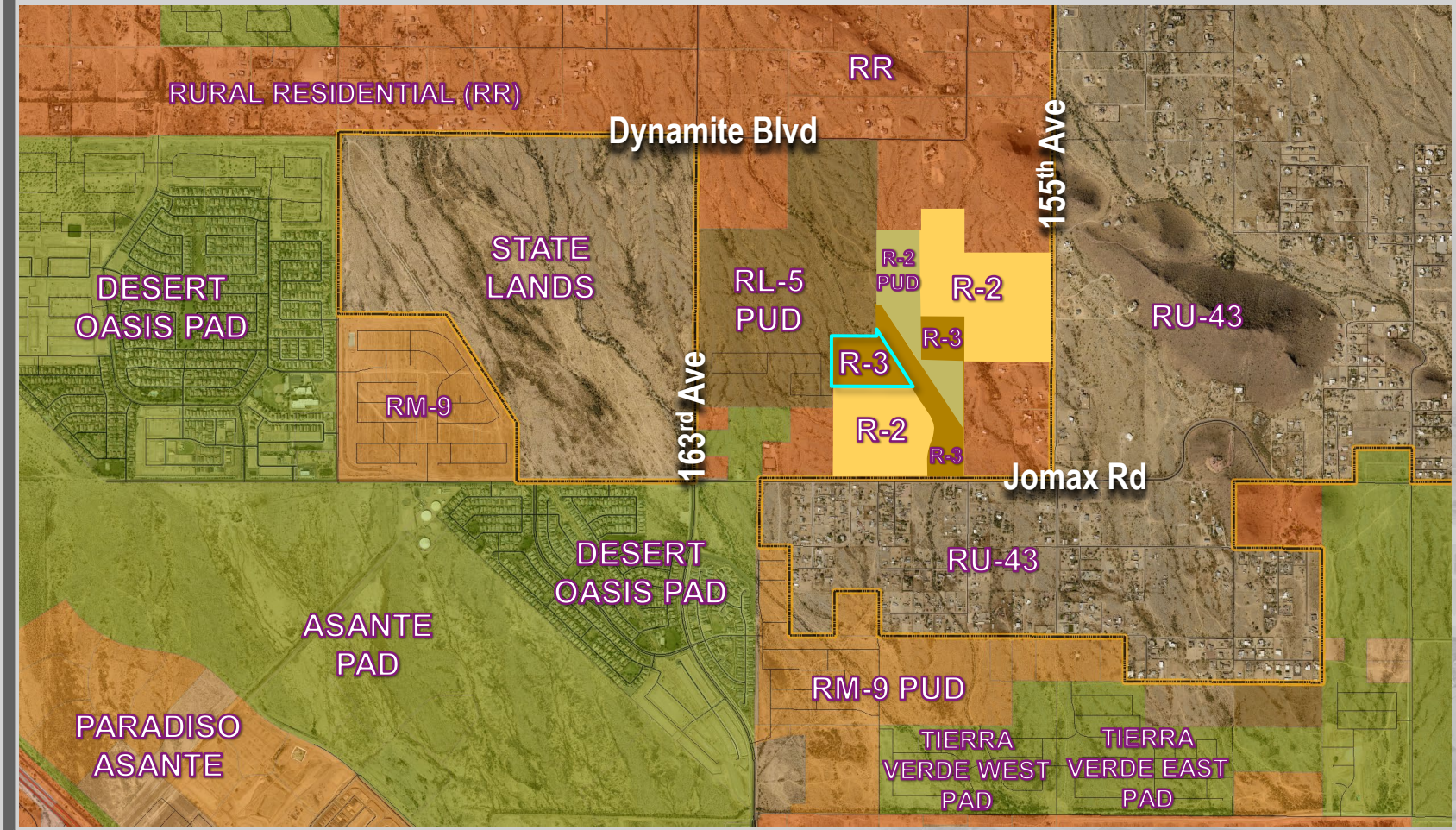
FS24-0620
Nobella Parcel 2.2
Final Plat

City Council

November 4, 2024

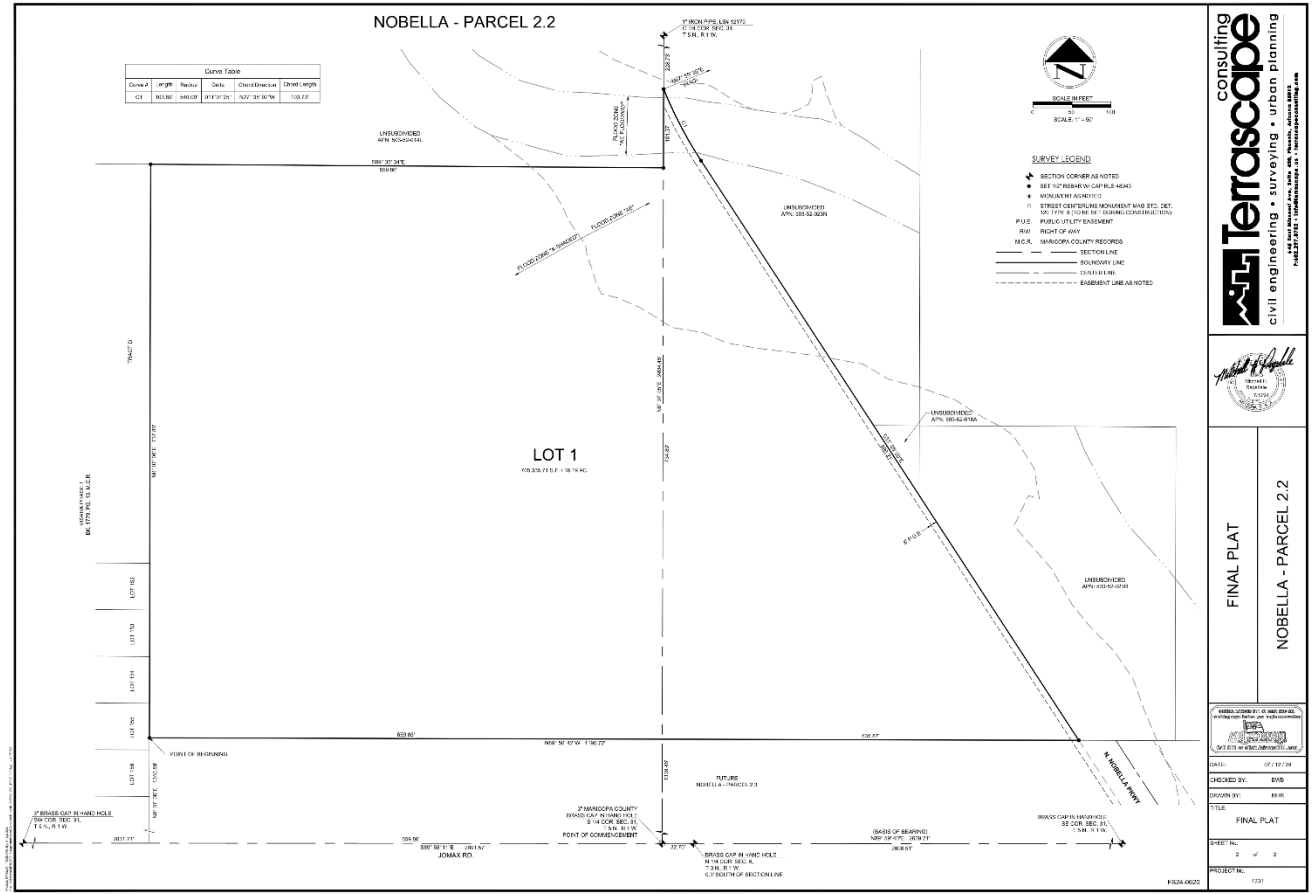


FS24-0620 VICINITY MAP



FS24-0620 ZONING MAP

FS24-0620 PLAT EXHIBIT



FS24-0620 FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Plat entitled, "Corrective Plat of Asante – Unit 3.8B and Unit 4.1", dated August 21, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard; Case FS23-1067.

Motion:
I move to approve the Plat entitled, "Corrective Plat of Asante – Unit 3.8B and Unit 4.1" and dated, August 21, 2024.

Background:
Diego Ortiz, with Colliers Engineering and Design, seeks approval of a Final Plat of Asante Planning Area 4 Units 3.8B and 4.1. The proposed Corrective Plat will correct street names for consistency with the City's current roadway alignment and addressing.

Objective Analysis:
The subject Corrective Plat meets the requirements of the Asante PAD, in addition to other requirements as set forth in the Surprise Municipal Code. All City reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
This proposed Corrective Plat is consistent with the Surprise General Plan 2040, Asante PAD, and the Land Development Ordinance.

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

Budget Impact:
There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS23-1067 Asante PA4 Units 3.8B & 4.1 Corrective Plat- Staff Report
2. 01 - FS23-1067 Asante PA4 Units 3.8B and 4.1 Corrective Plat-Vicinity Map
3. 02 - FS23-1067 Asante PA4 Units 3.8B and 4.1 Corrective Plat-Zoning Map
4. 03 - FS23-1067 Asante PA4 Units 3.8B and 4.1 Corrective Plat-Corrective Plat
5. 04 - FS23-1067 Asante PA4 Units 3.8B and 4.1 Corrective Plat-Plat Exhibit
6. 05 - FS23-1067 Asante PA4 Units 3.8B and 4.1 Corrective Plat-Luke AFB Comments
7. FS23-1067 - Asante PA4 Units 3.8B and 4.1 Corrective Plat - Presentation

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SURPRISE
ARIZONA

CORRECTIVE PLAT

REPORT TO CITY COUNCIL

Case:	**FS23-1067**
Project Name:	Asante PA 4 Unit 3.8B and Unit 4.1 – Corrective Plat
Council District:	1 - Acacia
City Council Date:	November 4, 2024
Planner:	Leslie Carnie, Planner II
Owner:	Asante Development Partners, LLC
Applicant:	Diego Ortiz with Colliers Engineering & Design
Request:	Corrective Plat to correct street names within Asante PA4 Units 3.8B and Unit 4.1.
Site Location:	Generally located northeast of Happy Valley Road and Pat Tillman Boulevard.
Site Size:	Approximately 46.65 Acres (Gross)
Net Density:	4.9 DU/Ac (Net)
General Plan Conformance:	The proposed Corrective Plat is consistent with the Surprise General Plan 2040.

Findings:

- The proposed Corrective Plat is consistent with the Asante Planned Area Development (PAD).
- The proposed Corrective Plat is consistent with the Preliminary Plat, case FS23-0141.
- The proposed Corrective Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

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

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

PROJECT DESCRIPTION:

Diego Ortiz, with Colliers Engineering and Design, seeks approval of a Final Plat of Asante Planning Area 4 Units 3.8B and 4.1. The proposed Corrective Plat will correct street names for consistency with the city's roadway current alignment and addressing.

SURROUNDING LAND ZONING:

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

RM-9 PUD	PAD – Desert Oasis	PAD – Desert Oasis
PAD - Asante	**PAD – Asante**	PAD – Desert Oasis
RM-9 PUD	PAD – Asante	PAD – Asante

BACKGROUND:

November 3, 1988: City Council approved the annexation (Ordinance 88-24) of the subject property.

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

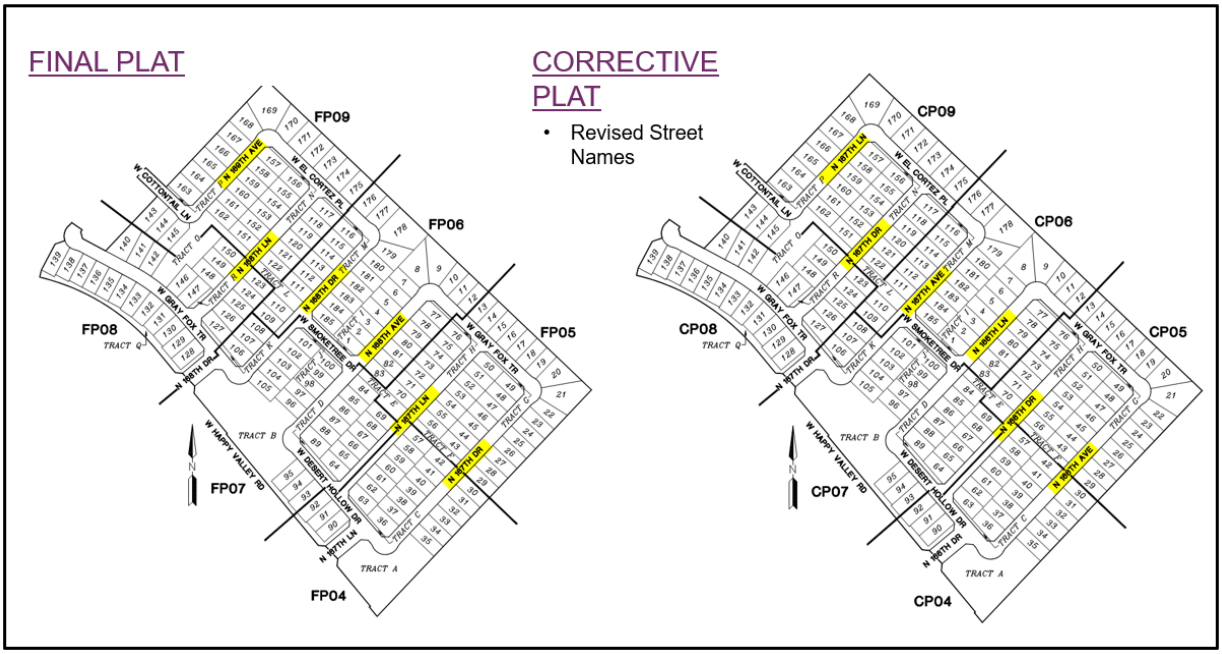
August 29, 2022: A minor amendment to the Asante PAD was approved administratively under case FS22-0756 to modify street alignments, school and amenity site locations, and development standards.

September 07, 2023: The Planning and Zoning Commission approved a Preliminary Plat for Asante Planning Area 4 under case FS23-0141.

May 21, 2024: City Council approved the Final Plat for Asante Planning Area 4 under case FS23-1067.

ANALYSIS AND DISCUSSION:

The subject request includes a Corrective Plat for Planning Area 4, Units 3.8B and 4.1 within the Asante PAD. The Corrective Plat will correct the names of six local roadways within the two units. No changes are being made to the plat configuration or area calculations.



Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise
School District:	Dysart Unified School District

Conformance with Adopted Plans:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more. At a net density of 4.9 DU/Ac, this development is consistent with the General Plan in this regard.

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

Summary:

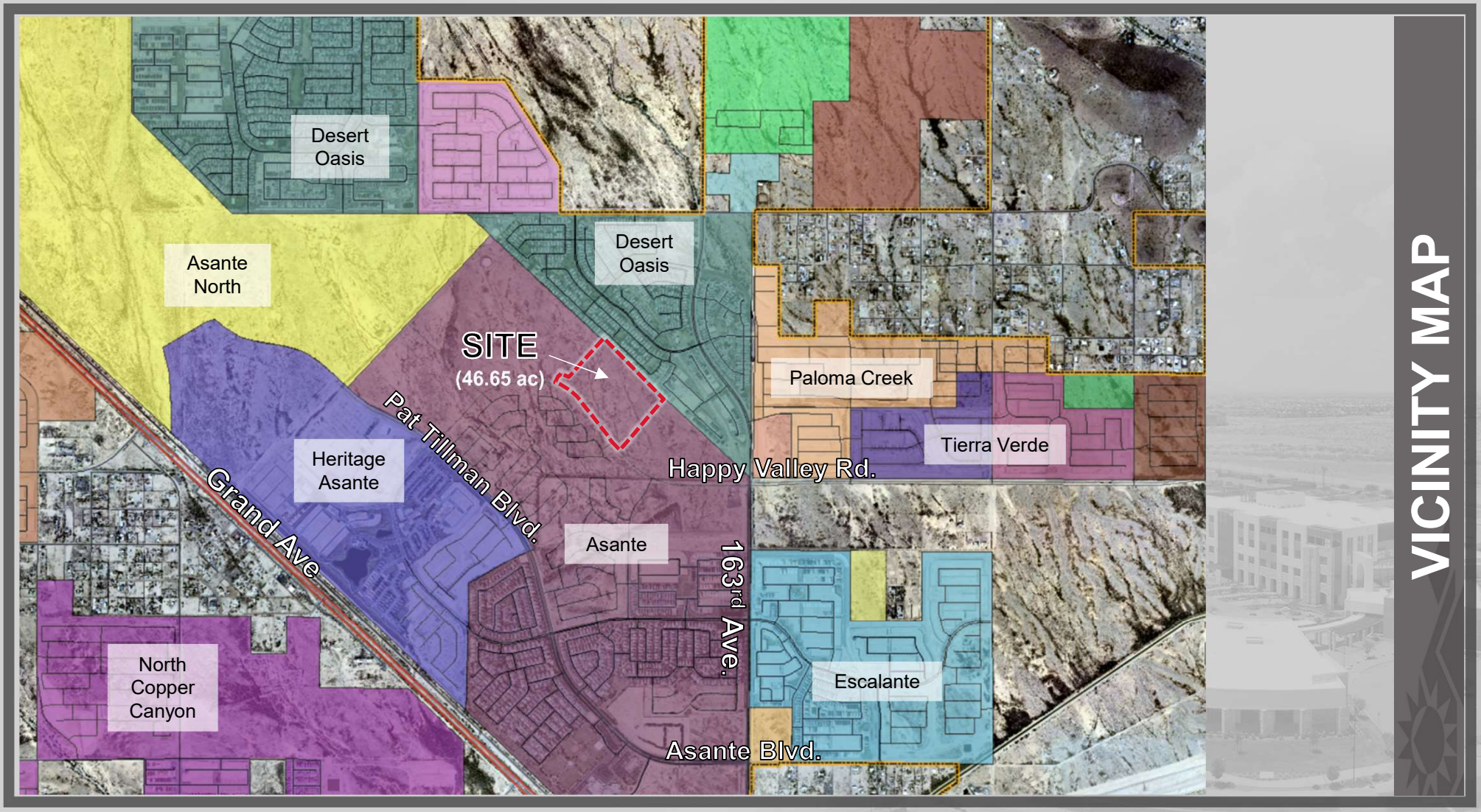
The subject Corrective Plat meets the requirements of the Asante PAD, in addition to other applicable requirements. All city reviewing departments have reviewed the request and expressed no concerns.

Findings:

- The proposed Corrective Plat is consistent with the Asante PAD.
- The proposed Corrective Plat is consistent with the Preliminary Plat, case FS23-0141.
- The proposed Corrective Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Attachments:

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


VICINITY MAP
Desert Oasis
Desert Oasis
Asante North
SITE
(46.65 ac)
Paloma Creek
Tierra Verde
Pat Tillman Blvd.
Heritage Asante
Grand Ave
Happy Valley Rd.
Asante
163rd Ave.
North Copper Canyon
Escalante
Asante Blvd.

RM-9
PUD
RM-9
PUD
PAD
Desert Oasis
PAD
Asante
RM-9
PUD
RM-6
PUD
PAD
Asante
RM-9
PUD
Grand Ave
Pat Tillman Blvd.
Happy Valley Rd.
PAD
Asante
163rd Ave.
Asante Blvd.
ZONING MAP

CORRECTIVE PLAT
FOR
ASANTE - UNIT 3.8B AND UNIT 4.1
SURPRISE, ARIZONA

A CORRECTIVE PLAT OF THE FINAL PLAT OF ASANTE UNIT 3.8B AND UNIT 4.1 RECORDED BOOK 1802, PAGE 19, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF **"CORRECTIVE PLAT FOR ASANTE – UNIT 3.8B AND UNIT 4.1"**, A CORRECTIVE PLAT OF THE FINAL PLAT OF ASANTE UNIT 3.8B AND UNIT 4.1 RECORDED BOOK 1802, PAGE 19, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID **"CORRECTIVE PLAT FOR ASANTE – UNIT 3.8B AND UNIT 4.1"** 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 AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY 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.

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

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

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2024.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**
ITS: MANAGER

BY: _____

NAME: **JEFF GUNDERSON**

TITLE: **VICE PRESIDENT**

ACKNOWLEDGMENT

ON THIS, THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED **JEFF GUNDERSON,** WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT** OF **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** THE MANAGER OF **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AND ACKNOWLEDGED THAT HE, AS SUCH **OFFICER,** BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ _____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, AS THE _____OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH _____, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ _____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ("LENDERS"), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220831563 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA (**"DEED OF TRUST"**) AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST (**"LENDERS' LIEN"**), FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECORDATION OF THIS FINAL PLAT (**"FINAL PLAT"**), AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT–OF–WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT; WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: _____, 2024.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT FOR LENDERS' CONSENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____. (SEAL)

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

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

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

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

100 YEAR ASSURED WATER SUPPLY

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

OWNER

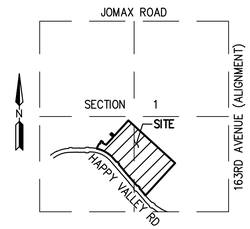
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

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

SHEET INDEX

CP01	COVER SHEET
CP02	LEGAL DESCRIPTION & VISIBILITY DETAIL
CP03	SHEET INDEX MAP & AREA TABLES
CP04–CP09	CORRECTIVE PLAT SHEETS



HAPPY VALLEY ROAD (ALIGNMENT)
VICINITY MAP
NOT TO SCALE

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 88°55'18" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN UPON THE MASTER PLAT FOR ASANTE PLANNING AREA 3 RECORDED AT BOOK 1733 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS.

NOTES

1. THE PURPOSE FOR THIS CORRECTIVE PLAT IS TO CORRECT CERTAIN STREET NAMES AS DIRECTED BY THE CITY OF SURPRISE.
2. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
3. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
4. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL SHEET 2)
5. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
6. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
7. NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. 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.
9. PURSUANT TO A.R.S. § 42–1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
10. 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.
11. 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.
12. 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.
13. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS23–0141.
14. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22–0756 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

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

APPROVED_____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

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

THIS _____ DAY OF _____, 2024.

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
8/21/24
Date Signed
ARIZONA, U.S.A.

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

HILGARTWILSON
HAS JOINED COLLIERS ENGINEERING & DESIGN
2141 E. HIGHLAND AVE. STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

ASANTE - UNIT 3.8B AND UNIT 4.1
ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
CORRECTIVE PLAT

PROJ. NO.: 1909
STATUS:
DATE: AUG 2024
SCALE: NONE
DRAWN: CS
APPROVED: BJB
MUNICIPAL TRACKING NO: FS23–1067

DWG. NO.
CP01
SHT. 1 OF 9

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U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.8B AND UNIT 4.1 (UNIT 2–REPLAT)\1909–AU2–RP01.dwg 8/21/2024 11:36 AM

LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 1 FROM WHICH A FOUND 2 INCH ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER THEREOF BEARS SOUTH 88°55'18" EAST, 2636.39 FEET;

THENCE SOUTH 88°55'18" EAST, 316.92 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE LEAVING SAID SOUTH LINE, NORTH 01°04'42" EAST, 455.83 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF HAPPY VALLEY ROAD AS SHOWN IN THE MASTER PLAT FOR ASANTE PLANNING AREA 3 RECORDED IN BOOK 1733, PAGE 2, MARICOPA COUNTY RECORDS, ARIZONA, BEING THE **POINT OF BEGINNING;**

THENCE THE FOLLOWING FOURTEEN (14) COURSES ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE:

THENCE NORTH 39°43'06" WEST, 47.96 FEET;

THENCE NORTH 50°16'54" EAST, 5.00 FEET;

THENCE NORTH 39°43'06" WEST, 205.00 FEET;

THENCE NORTH 05°16'54" EAST, 28.28 FEET;

THENCE NORTH 43°48'14" WEST, 70.18 FEET;

THENCE NORTH 84°43'06" WEST, 28.28 FEET;

THENCE NORTH 39°43'06" WEST, 568.37 FEET;

THENCE NORTH 50°16'54" EAST, 5.00 FEET;

THENCE NORTH 39°43'06" WEST, 205.00 FEET;

THENCE NORTH 05°16'54" EAST, 28.28 FEET;

THENCE NORTH 43°48'14" WEST, 70.18 FEET;

THENCE NORTH 84°43'06" WEST, 28.28 FEET;

THENCE NORTH 39°43'06" WEST, 116.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 855.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°58'26", AN ARC LENGTH OF 551.74 FEET TO A NON–TANGENT LINE;

THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 13°18'29" EAST, 29.56 FEET;

THENCE NORTH 28°04'07" EAST, 115.00 FEET;

THENCE NORTH 71°04'20" EAST, 40.72 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET, THE CENTER OF WHICH BEARS NORTH 71°04'20" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°14'03", AN ARC LENGTH OF 66.46 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°38'27", AN ARC LENGTH OF 15.01 FEET TO A NON–TANGENT LINE;

THENCE SOUTH 55°20'05" EAST, 50.00 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, THE CENTER OF WHICH BEARS SOUTH 55°20'05" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°10'02", AN ARC LENGTH OF 9.68 FEET TO A NON–TANGENT LINE;

THENCE SOUTH 14°49'19" EAST, 27.22 FEET;

THENCE SOUTH 61°55'53" EAST, 103.32 FEET;

THENCE NORTH 43°31'09" EAST, 296.15 FEET;

THENCE NORTH 46°28'51" WEST, 110.00 FEET;

THENCE NORTH 43°31'09" EAST, 50.00 FEET;

THENCE SOUTH 46°28'51" EAST, 110.00 FEET;

THENCE NORTH 43°31'09" EAST, 578.16 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF THE FINAL PLAT FOR DESERT OASIS OF SURPRISE PARCEL B6 RECORDED IN BOOK 665 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS;

THENCE SOUTH 46°28'51" EAST, 670.84 FEET ALONG SAID SOUTHWESTERLY BOUNDARY LINE;

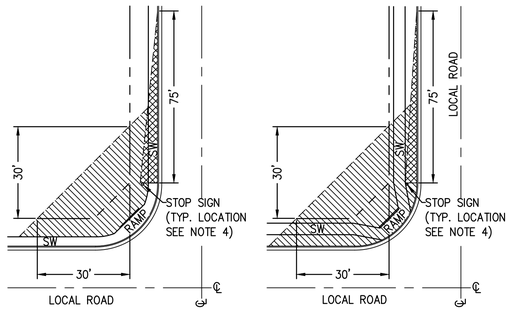
THENCE SOUTH 46°28'59" EAST, 1095.92 FEET ALONG SAID SOUTHWESTERLY BOUNDARY LINE AND ALONG THE SOUTHWESTERLY BOUNDARY LINE OF THE FINAL PLAT OF DESERT OASIS – BAER, PARCEL B9 RECORDED IN BOOK 1489 OF MAPS, PAGE 33, MARICOPA COUNTY RECORDS;

THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY LINE, SOUTH 43°31'09" WEST, 1228.77 FEET TO THE **POINT OF BEGINNING.**

FLOOD ZONE DESIGNATION

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

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

NOTES:

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

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

   A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

   B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
8/21/24
Date Signed
ARIZONA, U.S.A.

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PHOENIX, AZ 85016 www.hilgartwilson.com

ASANTE - UNIT 3.8B AND UNIT 4.1
ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

PROJ. NO.: 1909
DATE: AUG 2024
SCALE: NONE
DRAWN: GS
APPROVED: BJB
STATUS:

MUNICIPAL TRACKING NO:
FS23-1067

DWG. NO.
CP02
SHT. **2** OF **9**

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U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.8B AND UNIT 4.1 (UNIT 2-REPLAT)\1909-AU2-RP02.dwg 8/14/2024 4:46 PM

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	6575	0.1509
LOT : 2	6625	0.1521
LOT : 3	6625	0.1521
LOT : 4	6625	0.1521
LOT : 5	6625	0.1521
LOT : 6	6625	0.1521
LOT : 7	6545	0.1503
LOT : 8	12654	0.2905
LOT : 9	14187	0.3257
LOT : 10	7077	0.1625
LOT : 11	6626	0.1521
LOT : 12	6626	0.1521
LOT : 13	6626	0.1521
LOT : 14	6626	0.1521
LOT : 15	6626	0.1521
LOT : 16	6627	0.1521
LOT : 17	6627	0.1521
LOT : 18	6627	0.1521
LOT : 19	6581	0.1511
LOT : 20	11256	0.2584
LOT : 21	16049	0.3684
LOT : 22	8096	0.1859
LOT : 23	6983	0.1603
LOT : 24	6983	0.1603
LOT : 25	6983	0.1603

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 26	6983	0.1603
LOT : 27	6983	0.1603
LOT : 28	6983	0.1603
LOT : 29	6983	0.1603
LOT : 30	6983	0.1603
LOT : 31	6983	0.1603
LOT : 32	6983	0.1603
LOT : 33	6983	0.1603
LOT : 34	6983	0.1603
LOT : 35	6983	0.1603
LOT : 36	7593	0.1743
LOT : 37	6360	0.1460
LOT : 38	6360	0.1460
LOT : 39	6360	0.1460
LOT : 40	6360	0.1460
LOT : 41	6360	0.1460
LOT : 42	7194	0.1651
LOT : 43	6360	0.1460
LOT : 44	6360	0.1460
LOT : 45	6360	0.1460
LOT : 46	6360	0.1460
LOT : 47	6360	0.1460
LOT : 48	6360	0.1460
LOT : 49	6310	0.1449
LOT : 50	6310	0.1449

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 51	6360	0.1460
LOT : 52	6360	0.1460
LOT : 53	6360	0.1460
LOT : 54	6360	0.1460
LOT : 55	6360	0.1460
LOT : 56	6360	0.1460
LOT : 57	6360	0.1460
LOT : 58	6360	0.1460
LOT : 59	6360	0.1460
LOT : 60	6360	0.1460
LOT : 61	6360	0.1460
LOT : 62	6360	0.1460
LOT : 63	7067	0.1622
LOT : 64	7020	0.1612
LOT : 65	6360	0.1460
LOT : 66	6360	0.1460
LOT : 67	6360	0.1460
LOT : 68	6360	0.1460
LOT : 69	6360	0.1460
LOT : 70	6360	0.1460
LOT : 71	6360	0.1460
LOT : 72	6360	0.1460
LOT : 73	6360	0.1460
LOT : 74	6360	0.1460
LOT : 75	6360	0.1460

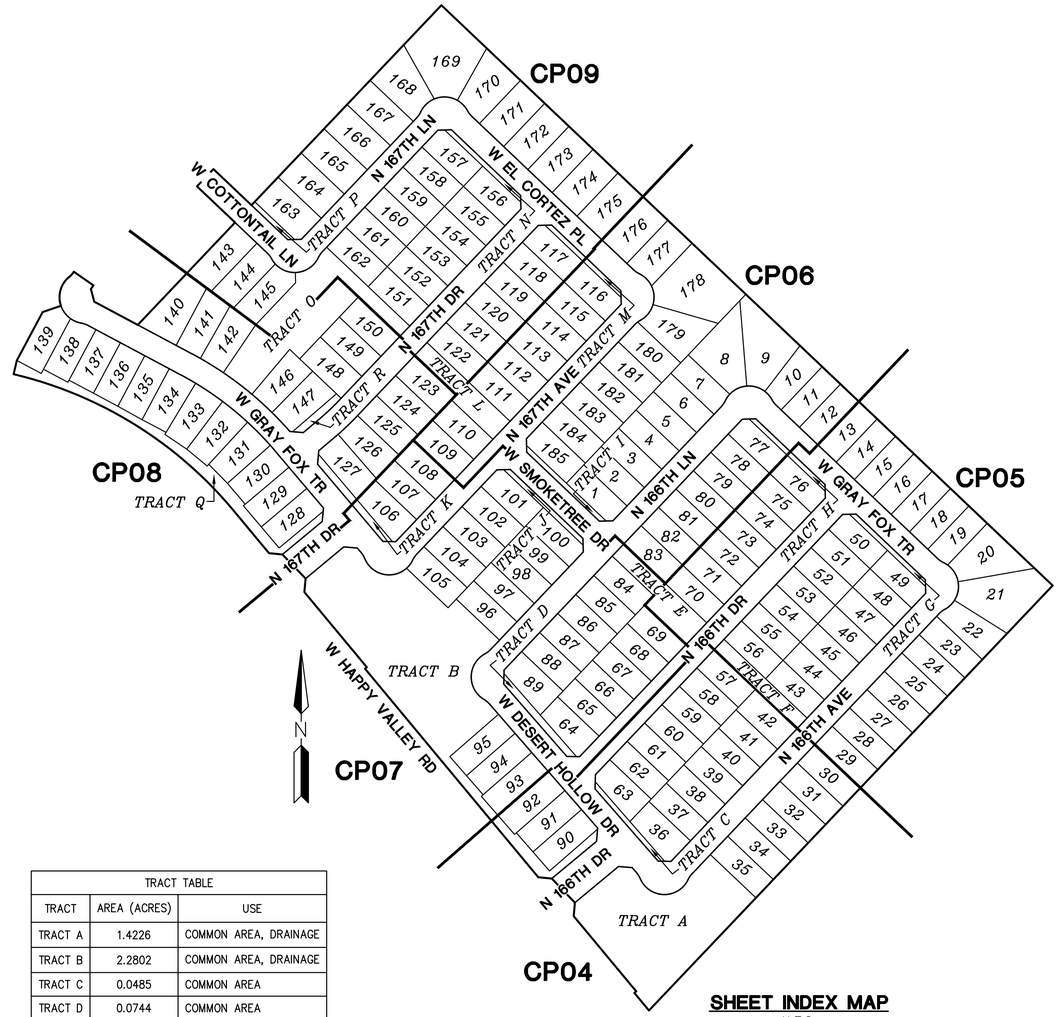
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 76	6310	0.1449
LOT : 77	6310	0.1449
LOT : 78	6360	0.1460
LOT : 79	6360	0.1460
LOT : 80	6360	0.1460
LOT : 81	6360	0.1460
LOT : 82	6360	0.1460
LOT : 83	6360	0.1460
LOT : 84	6720	0.1543
LOT : 85	6600	0.1515
LOT : 86	6600	0.1515
LOT : 87	6600	0.1515
LOT : 88	6600	0.1515
LOT : 89	7655	0.1757
LOT : 90	7154	0.1642
LOT : 91	7155	0.1643
LOT : 92	7420	0.1703
LOT : 93	7420	0.1703
LOT : 94	7155	0.1643
LOT : 95	7155	0.1643
LOT : 96	6625	0.1521
LOT : 97	6625	0.1521
LOT : 98	6625	0.1521
LOT : 99	6625	0.1521
LOT : 100	6575	0.1509

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 101	7200	0.1653
LOT : 102	7250	0.1664
LOT : 103	7250	0.1664
LOT : 104	7250	0.1664
LOT : 105	7145	0.1640
LOT : 106	7480	0.1717
LOT : 107	6960	0.1598
LOT : 108	6960	0.1598
LOT : 109	6960	0.1598
LOT : 110	6960	0.1598
LOT : 111	6960	0.1598
LOT : 112	6960	0.1598
LOT : 113	6960	0.1598
LOT : 114	6960	0.1598
LOT : 115	6960	0.1598
LOT : 116	6970	0.1600
LOT : 117	6970	0.1600
LOT : 118	6960	0.1598
LOT : 119	6960	0.1598
LOT : 120	6960	0.1598
LOT : 121	6960	0.1598
LOT : 122	6960	0.1598
LOT : 123	6960	0.1598
LOT : 124	6960	0.1598
LOT : 125	6960	0.1598

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 126	7564	0.1736
LOT : 127	7429	0.1705
LOT : 128	7280	0.1671
LOT : 129	7250	0.1664
LOT : 130	7077	0.1625
LOT : 131	7471	0.1715
LOT : 132	7749	0.1779
LOT : 133	7749	0.1779
LOT : 134	7255	0.1666
LOT : 135	6989	0.1604
LOT : 136	6960	0.1598
LOT : 137	6960	0.1598
LOT : 138	7133	0.1637
LOT : 139	7709	0.1770
LOT : 140	10036	0.2304
LOT : 141	7798	0.1790
LOT : 142	7632	0.1752
LOT : 143	9038	0.2075
LOT : 144	7824	0.1796
LOT : 145	7515	0.1725
LOT : 146	7506	0.1723
LOT : 147	7841	0.1800
LOT : 148	7560	0.1736
LOT : 149	6960	0.1598
LOT : 150	6960	0.1598

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 151	6960	0.1598
LOT : 152	6960	0.1598
LOT : 153	6960	0.1598
LOT : 154	6960	0.1598
LOT : 155	6960	0.1598
LOT : 156	6970	0.1600
LOT : 157	6970	0.1600
LOT : 158	6960	0.1598
LOT : 159	6960	0.1598
LOT : 160	6960	0.1598
LOT : 161	6960	0.1598
LOT : 162	6960	0.1598
LOT : 163	8826	0.2026
LOT : 164	8750	0.2009
LOT : 165	8750	0.2009
LOT : 166	8750	0.2009
LOT : 167	8750	0.2009
LOT : 168	10248	0.2353
LOT : 169	19708	0.4524
LOT : 170	10104	0.2320
LOT : 171	8750	0.2009
LOT : 172	8750	0.2009
LOT : 173	8750	0.2009
LOT : 174	9000	0.2066
LOT : 175	9000	0.2066

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 176	9000	0.2066
LOT : 177	8593	0.1973
LOT : 178	18644	0.4280
LOT : 179	10069	0.2311
LOT : 180	7247	0.1664
LOT : 181	7250	0.1664
LOT : 182	7250	0.1664
LOT : 183	7250	0.1664
LOT : 184	7250	0.1664
LOT : 185	7200	0.1653



SHEET INDEX MAP
N.T.S.

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.4226	COMMON AREA, DRAINAGE
TRACT B	2.2802	COMMON AREA, DRAINAGE
TRACT C	0.0485	COMMON AREA
TRACT D	0.0744	COMMON AREA
TRACT E	0.2689	COMMON AREA
TRACT F	0.1653	COMMON AREA
TRACT G	0.0482	COMMON AREA
TRACT H	0.0482	COMMON AREA
TRACT I	0.0505	COMMON AREA
TRACT J	0.0505	COMMON AREA
TRACT K	0.0776	COMMON AREA
TRACT L	0.2471	COMMON AREA
TRACT M	0.0482	COMMON AREA
TRACT N	0.0482	COMMON AREA
TRACT O	0.8846	COMMON AREA, DRAINAGE
TRACT P	0.0253	COMMON AREA
TRACT Q	0.3773	COMMON AREA
TRACT R	0.0420	COMMON AREA

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

AREAS

ROW AREA =	403,493 SQ. FT.	9.2629 ACRES
TRACTS A–R AREA =	270,401 SQ. FT.	6.2075 ACRES
LOT AREA =	1,358,274 SQ. FT.	31.1817 ACRES
GROSS AREA =	2,032,168 SQ. FT.	46.6522 ACRES
NET AREA =	1,628,675 SQ. FT.	37.3892 ACRES
DENSITY (GROSS) =		4.0 D.U. / ACRE
DENSITY (NET) =		4.9 D.U. / ACRE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
8/21/24
Date Signed
ARIZONA, U.S.A.

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ASANTE - UNIT 3.8B AND UNIT 4.1
ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

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STATUS:
PROJ. NO.: 1909
DATE: AUG 2024
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MUNICIPAL TRACKING NO: FS23-1067

DWG. NO.
CP03
SHT. 3 OF 9

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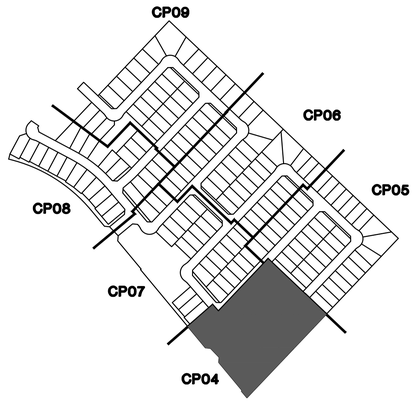
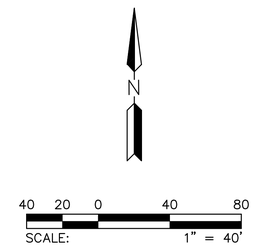
LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
◉	SET BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
— — —	SECTION LINE
——— – ———	CENTER LINE
——— – – ———	RIGHT OF WAY
———	PARCEL LINE
– – – – –	EASEMENT LINE
R/W	RIGHT–OF–WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON–ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
◇1	BOOK 1733, PAGE 2, MCR

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N39°43'06"W	47.96'
L2	N50°16'54"E	5.00'
L3	N05°16'54"E	28.28'
L4	N43°48'14"W	70.18'
L5	N84°43'06"W	28.28'
L16	N04°35'54"E	27.94'
L17	S85°24'06"E	28.62'
L18	S88°46'59"E	26.92'
L22	N01°13'01"E	29.58'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C6	55.00'	17°20'29"	16.65'
C7	55.00'	130°04'42"	124.87'
C8	55.00'	17°20'29"	16.65'





SOUTH QUARTER CORNER
SECTION 1, TOWNSHIP 4
NORTH, RANGE 2 WEST,
FOUND ALUMINUM CAP
MARICOPA COUNTY,
P.O.C.

SOUTHEAST CORNER
SECTION 1, TOWNSHIP 4
NORTH, RANGE 2 WEST,
FOUND 2" ALUMINUM CAP,
STAMPED "RLS 36562"

P.O.B.

U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.8B AND UNIT 4.1 (UNIT 2-REPLAT)\1909-AU2-RP04.dwg 8/14/2024 4:47 PM

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ASANTE - UNIT 3.8B AND UNIT 4.1

ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

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MUNICIPAL TRACKING NO: FS23-1067

DWG. NO.
CP04
SHT. 4 OF 9

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L19	S01°28'51"E	28.28'
L20	N88°31'09"E	28.28'
L21	N01°28'51"W	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C9	55.00'	17°20'29"	16.65'
C10	55.00'	124°40'58"	119.69'
C11	55.00'	17°20'29"	16.65'

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- R/W — RIGHT-OF-WAY
- PUE — PUBLIC UTILITY EASEMENT
- VNAE — VEHICLE NON-ACCESS EASEMENT
- MCR — MARICOPA COUNTY RECORDS
- RLS — REGISTERED LAND SURVEYOR
- APN — ASSESSOR PARCEL NUMBER
- **P.O.B.** — POINT OF BEGINNING
- **P.O.C.** — POINT OF COMMENCEMENT
- (1) — 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- (1) — BOOK 1733, PAGE 2, MCR

N

40 20 0 40 80

SCALE: 1" = 40'

RECORDED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
8/21/24
Date Signed
ARIZONA, U.S.A.

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ASANTE - UNIT 3.8B AND UNIT 4.1

ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

PROJ. NO.: 1909	STATUS:
DATE: AUG 2024	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: CS	FS23-1067
APPROVED: BJB	

DWG. NO.

CP05

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CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C15	55.00'	17°20'29"	16.65'
C16	55.00'	124°40'58"	119.69'
C17	55.00'	17°20'29"	16.65'
C21	55.00'	17°20'29"	16.65'
C22	55.00'	124°40'58"	119.69'
C23	55.00'	17°20'29"	16.65'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L26	N88°31'09"E	28.28'
L27	N88°31'09"E	28.28'
L29	N01°28'51"W	28.28'
L35	S01°28'51"E	28.28'

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- R/W — RIGHT-OF-WAY
- PUE — PUBLIC UTILITY EASEMENT
- VNAE — VEHICLE NON-ACCESS EASEMENT
- MCR — MARICOPA COUNTY RECORDS
- RLS — REGISTERED LAND SURVEYOR
- APN — ASSESSOR PARCEL NUMBER
- **P.O.B.** — POINT OF BEGINNING
- **P.O.C.** — POINT OF COMMENCEMENT
- (1) — 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- (1) — BOOK 1733, PAGE 2, MCR

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CORRECTIVE PLAT

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DATE: AUG 2024	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: CS	FS23-1067
APPROVED: BJB	

DWG. NO.
CP06
SHT. 6 OF 9

RECORDED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J. BENEDICT
8/21/24
date signed
ARIZONA, U.S.A.

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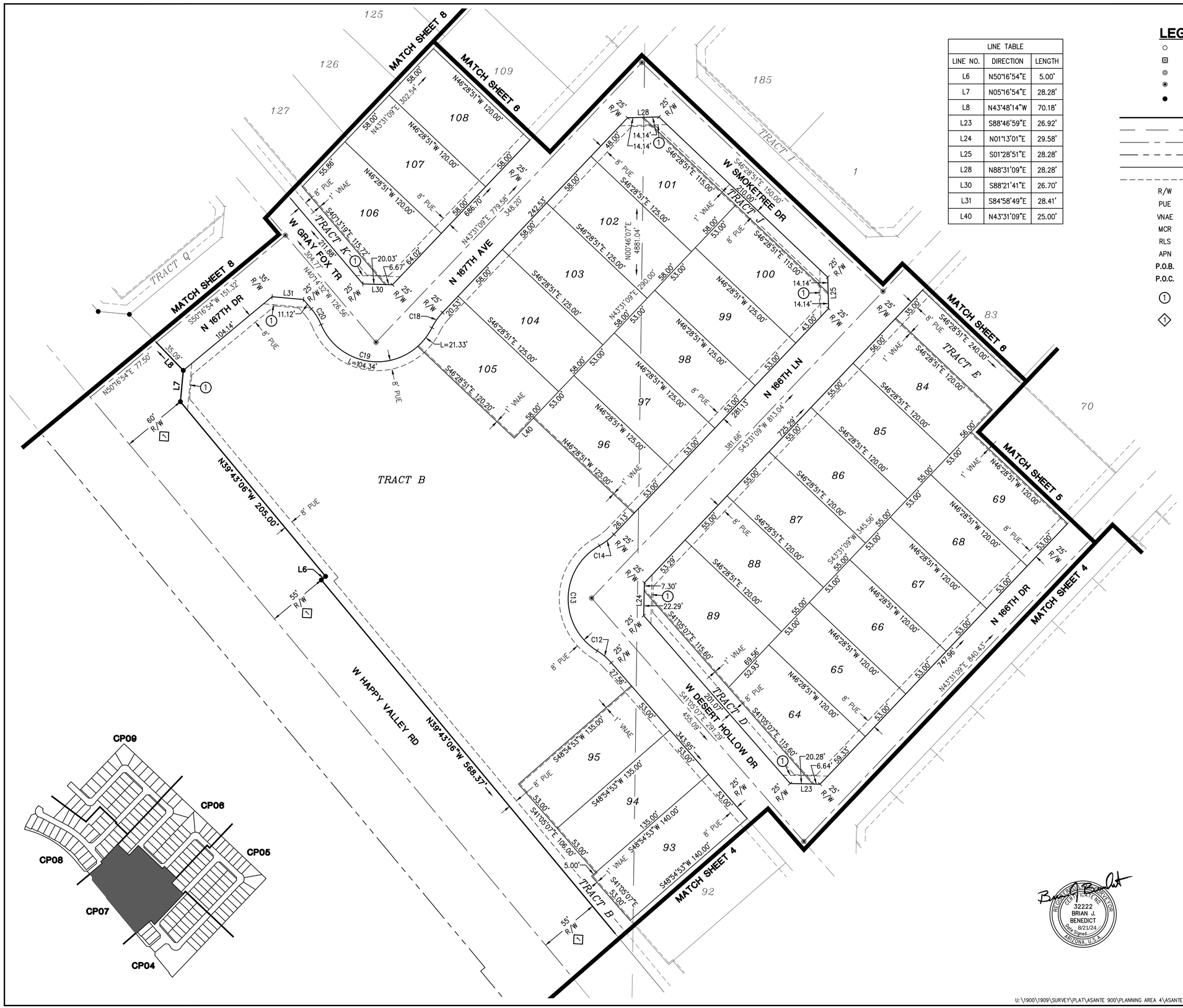

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L6	N50°16'54"E	5.00'
L7	N05°16'54"E	28.28'
L8	N43°48'14"W	70.18'
L23	S88°46'59"E	26.92'
L24	N01°13'01"E	29.58'
L25	S01°28'51"E	28.28'
L28	N88°31'09"E	28.28'
L30	S88°21'41"E	26.70'
L31	S84°58'49"E	28.41'
L40	N43°31'09"E	25.00'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C12	55.00'	17°20'29"	16.65'
C13	55.00'	119°17'15"	114.51'
C14	55.00'	17°20'29"	16.65'
C18	55.00'	17°20'29"	16.65'
C19	55.00'	130°55'17"	125.68'
C20	55.00'	17°20'29"	16.65'

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- R/W — RIGHT-OF-WAY
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- RLS — REGISTERED LAND SURVEYOR
- APN — ASSESSOR PARCEL NUMBER
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- 1 — 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- 1 — BOOK 1733, PAGE 2, MCR

N

40 20 0 40 80

SCALE: 1" = 40'

RECORDING OFFICER'S SEAL
CERTIFICATE NO. 32222
BRIAN J. BENEDICT
8/21/24
date signed
ARIZONA, U.S.A.

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ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

STATUS:

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APPROVED: BJB

MUNICIPAL TRACKING NO:
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DWG. NO.
CP07
SHT. 7 OF 9

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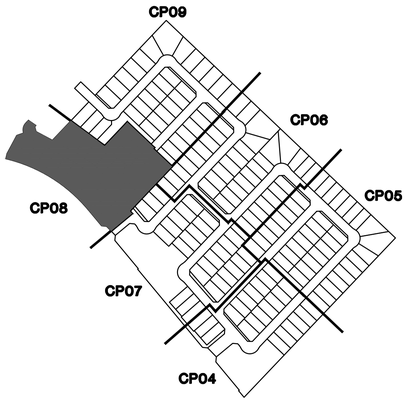
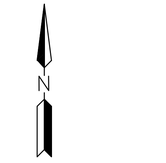
LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L8	N43°48'14"W	70.18'
L9	N84°43'06"W	28.28'
L10	N13°18'29"E	29.56'
L11	N71°04'20"E	40.72'
L12	S55°20'05"E	50.00'
L13	S14°49'19"E	27.22'
L15	S49°45'28"W	92.02'
L32	S05°01'11"W	28.15'
L33	N04°45'28"E	28.28'
L34	S85°18'14"E	28.31'
L41	N46°28'51"W	28.81'

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- R/W — RIGHT-OF-WAY
- PUE — PUBLIC UTILITY EASEMENT
- VNAE — VEHICLE NON-ACCESS EASEMENT
- MCR — MARICOPA COUNTY RECORDS
- RLS — REGISTERED LAND SURVEYOR
- APN — ASSESSOR PARCEL NUMBER
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- 1 — 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- 1 — BOOK 1733, PAGE 2, MCR

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	55.00'	69°14'03"	66.46'
C2	55.00'	15°38'27"	15.01'
C3	475.00'	1°10'02"	9.68'
C4	500.00'	6°14'18"	54.44'
C5	500.00'	6°35'48"	57.57'
C30	55.00'	17°20'29"	16.65'
C31	55.00'	129°34'44"	124.39'





40 20 0 40 80
SCALE: 1" = 40'

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ASANTE - UNIT 3.8B AND UNIT 4.1

ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

PROJ. NO.: 1909
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STATUS:

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DWG. NO.
CP08
SHT. 8 OF 9

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CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C24	55.00'	17°20'29"	16.65'
C25	55.00'	124°40'58"	119.69'
C26	55.00'	17°20'29"	16.65'
C27	55.00'	17°20'29"	16.65'
C28	55.00'	124°40'58"	119.69'
C29	55.00'	17°20'29"	16.65'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L14	N43°31'09"E	50.00'
L36	N88°31'09"E	28.28'
L37	S01°28'51"E	28.28'
L38	N88°31'09"E	28.28'
L39	N88°31'09"E	28.28'

CLOSING CORNER
NORTH QUARTER CORNER
SECTION 1, T4N, R2W, FOUND
3" ALUMINUM CAP STAMPED
"T5N R2W 1/4 S1 T4N R2W
RLS 37984" DATED 2008

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
◉	SET BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
— — —	SECTION LINE
———	CENTER LINE
———	RIGHT OF WAY
———	PARCEL LINE
- - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
◇1	BOOK 1733, PAGE 2, MCR

(UNSUBDIVIDED)
ASANTE DEVELOPMENT
PARTNERS LLC

N43°31'09"E 578.16'

S46°28'51"E 670.84'

DESERT OASIS OF SURPRISE
PARCEL B6
BOOK 665, PAGE 36, MCR

N43°31'09"E 296.15'

N46°28'51"W 110.00'

S46°28'51"E 110.00'

W COTTONTAIL LN

W EL CORTEZ PL

N 167TH LN

N 167TH DR

TRACT P

TRACT O

TRACT M

TRACT L

MATCH SHEET 6

MATCH SHEET 8

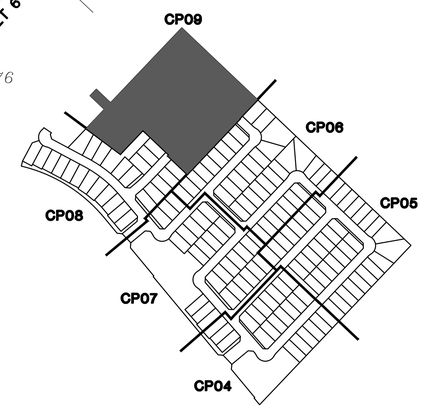
N00°46'07"E 4881.04'

N43°31'09"E 600.65'

S46°28'51"W 580.00'

S43°19'15"W 180.39'

S01°23'48"E 21.62'



40 20 0 40 80
SCALE: 1" = 40'

RECORDED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
8/21/24
Date signed
ARIZONA, U.S.A.

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ASANTE - UNIT 3.8B AND UNIT 4.1

ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

PROJ. NO.: 1909
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN: GS
APPROVED: BJB
STATUS:

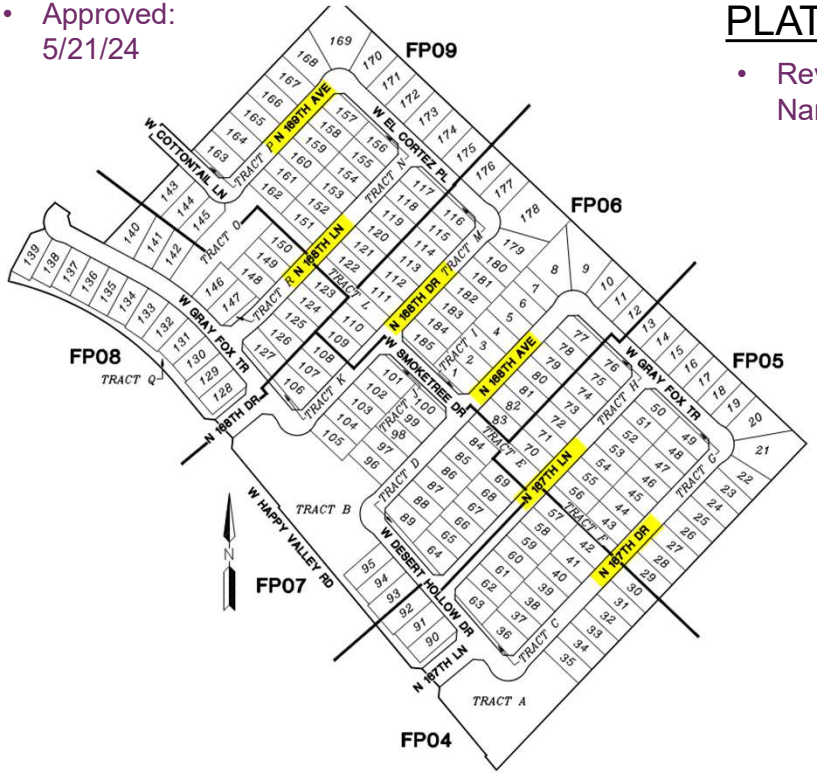
MUNICIPAL TRACKING NO:
FS23-1067

DWG. NO.
CP09
SHT. 9 OF 9

CORRECTIVE PLAT EXHIBIT

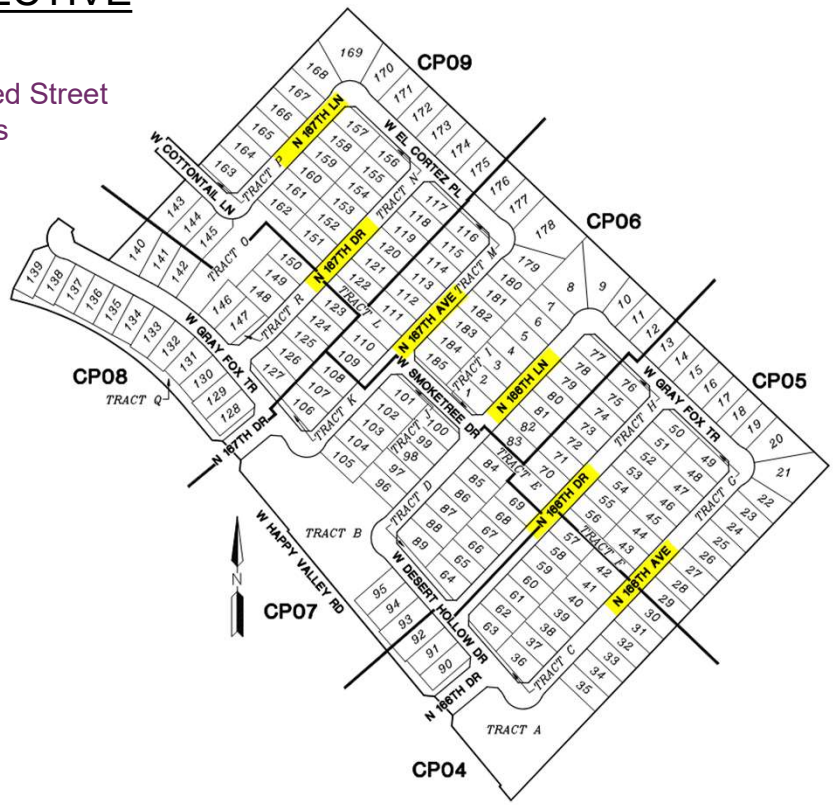
FINAL PLAT

- Approved: 5/21/24



CORRECTIVE PLAT

- Revised Street Names



DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

18 December 2023

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

Ms. Alyssa Carpenter
Administrative Specialist Senior
City of Surprise – Community Development
16000 N Civic Center Plaza
Surprise, AZ 85374

RE: FS23-1032; Asante Planning Area 4 Unit 3.8B and Unit 4.1 (APNs: 503-74-977, 503-74-978)

Dear Ms. Carpenter

Thank you for the opportunity to comment on the final site application for Asante Planning Area 4, Units 3.8B and 4.1. Luke AFB has not previously reviewed a preliminary site plan for this portion of PA 4 and it appears the applicant has only provided a rough draft for the final site plat narrative. The site sits on approximately 46.6 acres and is located at Cottontail Lane and Happy Valley Road in Surprise, AZ. The request is to plat 185 single-family lots. The parcel is located approximately 2.8 miles outside the Luke AFB Aux-1 2004 65 Ldn, "high noise or accident potential zone", as identified by A.R.S. § 28-8461 and is outside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461. However, the location is unique due to the fact that it lies between the intersection of the "territory in the vicinity of a military airport" for both Luke AFB and Aux-1.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. This request for 185 units with a proposed density of 3.97 du/ac meets the GDC.

Since the parcel is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights a day. A strong notification program on the part of the applicant is essential to inform potential occupants about Luke AFB operations.

If you have any questions, please contact Senior Planner, Ms. Jenn Rahn at (623) 856-9981.

Sincerely

TOALE.CHRISTOPHER.P.1039696165 Digitally signed by TOALE.CHRISTOPHER.P.1039696165 Date: 2023.12.18 08:59:45 -07'00'

CHRISTOPHER P. TOALE

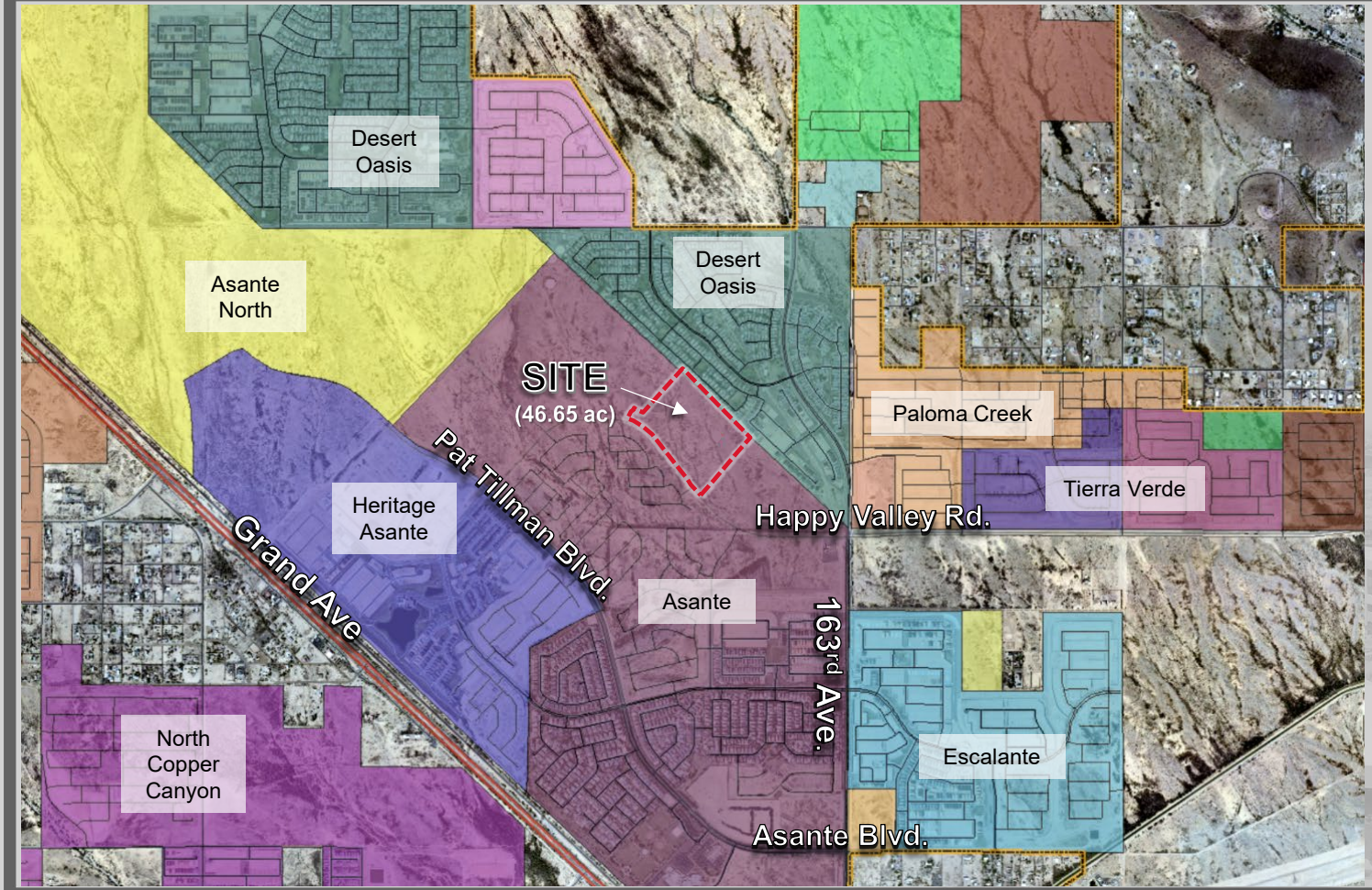
cc:
Colonel Keagan L. McLeese, Deputy Commander, 56th Fighter Wing
Ms. Demetria Themistocles, General Law Attorney, 56th Fighter Wing

SURPRISE
ARIZONA

FS23-1067
Asante PA 4 Units 3.8B and 4.1 Corrective Plat

City Council

November 4, 2024



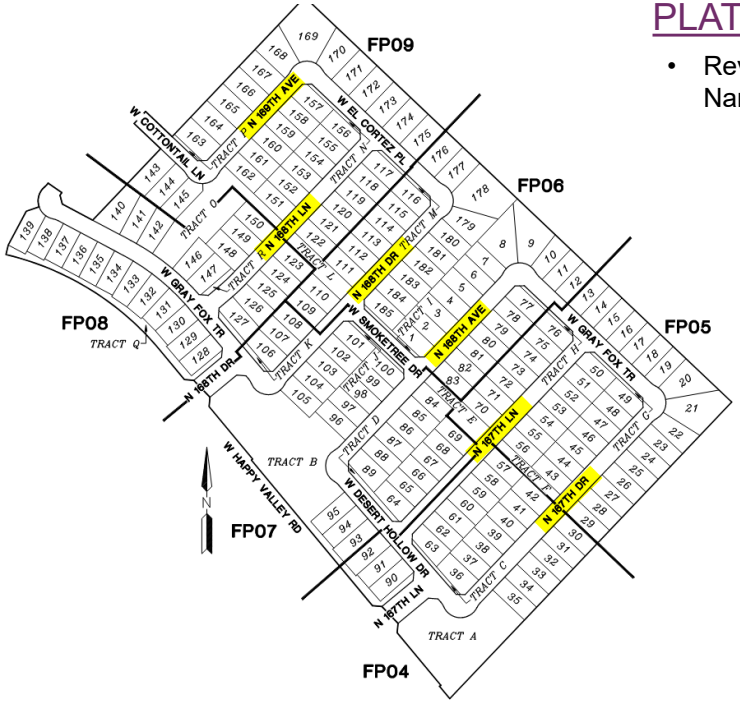
VICINITY MAP

RM-9
PUD
PAD
Desert Oasis
RM-9
PUD
PAD
Asante
RM-9
PUD
RM-6
PUD
PAD
Asante
RM-9
PUD
PAD
Asante
Grand Ave
Pat Tillman Blvd.
Happy Valley Rd.
163rd Ave.
Asante Blvd.

ZONING MAP

CORRECTIVE PLAT EXHIBIT

FINAL PLAT



CORRECTIVE PLAT

- Revised Street Names

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:
THAT ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "CORRECTIVE PLAT FOR ASANTE – UNIT 3.8B AND UNIT 4.1", A CORRECTIVE PLAT OF THE FINAL PLAT OF ASANTE UNIT 3.8B AND UNIT 4.1 RECORDED BOOK 1802, PAGE 19, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND, DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "CORRECTIVE PLAT FOR ASANTE – UNIT 3.8B AND UNIT 4.1" 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 AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE ATTRIED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2024.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: _____

NAME: JEFF GUNDERSON

TITLE: VICE PRESIDENT

ACKNOWLEDGMENT

ON THIS, THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED JEFF GUNDERSON, WHO ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGER OF ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____ AS THE _____ OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH _____, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

CORRECTIVE PLAT
FOR
ASANTE - UNIT 3.8B AND UNIT 4.1
SURPRISE, ARIZONA

A CORRECTIVE PLAT OF THE FINAL PLAT OF ASANTE UNIT 3.8B AND UNIT 4.1 RECORDED BOOK 1802, PAGE 19, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ("LENDERS"), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 2022081561 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA ("DEED OF TRUST"), AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST ("LENDERS' LIEN"), FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECORDATION OF THIS FINAL PLAT ("FINAL PLAT"), AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT-OF-WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT, WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: _____, 2024.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT FOR LENDERS' CONSENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

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

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

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

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

100 YEAR ASSURED WATER SUPPLY

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

OWNER

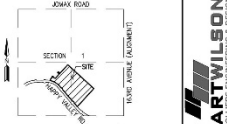
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

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

SHEET INDEX

CP01	COVER SHEET
CP02	LEGAL DESCRIPTION & VISIBILITY DETAIL
CP03	SHEET INDEX MAP & AREA TABLES
CP04–CP09	CORRECTIVE PLAT SHEETS



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 88°56'16" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN UPON THE MASTER PLAT FOR ASANTE PLANNING AREA 3 RECORDED AT BOOK 1733 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS.

NOTES

1. THE PURPOSE FOR THIS CORRECTIVE PLAT IS TO CORRECT CERTAIN STREET NAMES AS DIRECTED BY THE CITY OF SURPRISE.
2. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
3. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
4. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'X30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL SHEET 2)
5. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
6. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (SLID.).
7. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. IN ACCORDANCE WITH ARS § 9-467.02, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
9. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS § 14751 AND 14752, WHEN APPLICABLE.
10. 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.
11. 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 HOMEOWNER'S ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
12. LANDSCAPING WITHIN 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.
13. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS23-0141.
14. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22-0756 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

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

APPROVED_____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

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

THIS _____ DAY OF _____, 2024.

ATTEST:

_____ _____
MAYOR DATE

_____ _____
CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535
benedict@hilgartwilson.com

BRIAN J. BENEDICT 32222 REGISTERED LAND SURVEYOR

NOTE:
A.R.S. 33-101 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

© HILGARTWILSON, LLC - THIS DOCUMENT IS THE PROPERTY OF HILGARTWILSON, LLC

H:\2000\2005\SURVEY\PLAT\SHEETS\MXD\PLAN-MI AREA ASANTE_UNIT 3.8B AND UNIT 4.1 (UNIT 2-REPLAT)\03-A-3-PRELIM_8.21.2024.MXD 8/21/2024 11:28 AM

PROJ. NO.: 12909
DATE: AUG 2024
SCALE: NONE
DRAWN: CS
APPROVED: BJB

STATUS:

MUNICIPAL TRACKING NO:
FS23-1067

DWG. NO.
CP01
SHT. 1 OF 9

HILGARTWILSON
2141 E. HIGHLAND AVE. STE. 250
PHOENIX, AZ 85016
T 602.490.0535 F 602.490.0538
www.hilgartwilson.com

ASANTE – UNIT 3.8B AND UNIT 4.1
ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
CORRECTIVE PLAT

CORRECTIVE PLAT

LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MARICOPA COUNTY ALUMINUM CAP ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 1 FROM WHICH A FOUND 3 INCH ALUMINUM CAP ACCEPTED AS THE SOUTHEAST CORNER THEREOF BEARS SOUTH 88°55'18" EAST, 2638.39 FEET;

THENCE SOUTH 88°55'18" EAST, 316.92 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE LEAVING SAID SOUTH LINE, NORTH 01°04'42" EAST, 455.83 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF HAPPY VALLEY ROAD AS SHOWN IN THE MASTER PLAT FOR ASANTE PLANNING AREA 3 RECORDED IN BOOK 1733, PAGE 2, MARICOPA COUNTY RECORDS, ARIZONA, BEING THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING FOURTEEN (14) COURSES ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE:

THENCE NORTH 39°43'06" WEST, 47.88 FEET;

THENCE NORTH 50°16'54" EAST, 5.00 FEET;

THENCE NORTH 39°43'06" WEST, 225.00 FEET;

THENCE NORTH 05°16'54" EAST, 28.28 FEET;

THENCE NORTH 43°46'14" WEST, 70.18 FEET;

THENCE NORTH 84°43'06" WEST, 28.28 FEET;

THENCE NORTH 39°43'06" WEST, 508.37 FEET;

THENCE NORTH 50°16'54" EAST, 5.00 FEET;

THENCE NORTH 39°43'06" WEST, 225.00 FEET;

THENCE NORTH 05°16'54" EAST, 28.28 FEET;

THENCE NORTH 43°46'14" WEST, 70.18 FEET;

THENCE NORTH 84°43'06" WEST, 28.28 FEET;

THENCE NORTH 39°43'06" WEST, 116.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 855.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°56'26", AN ARC LENGTH OF 461.74 FEET TO A NON-TANGENT LINE;

THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 13°16'28" EAST, 29.56 FEET;

THENCE NORTH 28°04'07" EAST, 115.00 FEET;

THENCE NORTH 71°04'20" EAST, 40.72 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET, THE CENTER OF WHICH BEARS NORTH 71°04'20" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°14'03", AN ARC LENGTH OF 66.45 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°36'27", AN ARC LENGTH OF 15.01 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 59°20'05" EAST, 50.00 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, THE CENTER OF WHICH BEARS SOUTH 59°20'05" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°13'02", AN ARC LENGTH OF 9.88 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 14°46'19" EAST, 27.22 FEET;

THENCE SOUTH 61°56'53" EAST, 103.32 FEET;

THENCE NORTH 43°31'09" EAST, 296.15 FEET;

THENCE NORTH 46°28'51" WEST, 130.00 FEET;

THENCE NORTH 43°31'09" EAST, 50.00 FEET;

THENCE SOUTH 46°28'51" EAST, 110.00 FEET;

THENCE NORTH 43°31'09" EAST, 578.16 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF THE FINAL PLAT FOR DESERT OASIS AT SURPRISE PARCEL 8B RECORDED IN BOOK 985 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS;

THENCE SOUTH 46°28'51" EAST, 670.84 FEET ALONG SAID SOUTHWESTERLY BOUNDARY LINE;

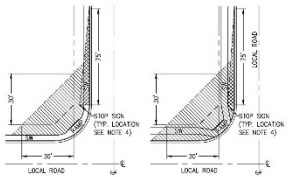
THENCE SOUTH 46°36'18" EAST, 1003.92 FEET ALONG SAID SOUTHWESTERLY BOUNDARY LINE AND ALONG THE SOUTHWESTERLY BOUNDARY LINE OF THE FINAL PLAT OF DESERT OASIS – BASIN PARCEL 8B RECORDED IN BOOK 1489 OF MAPS, PAGE 33, MARICOPA COUNTY RECORDS;

THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY LINE, SOUTH 43°31'09" WEST, 1228.77 FEET TO THE **POINT OF BEGINNING**.

FLOOD ZONE DESIGNATION

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

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1710L, 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.



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

NOTES:

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

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

   A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

   B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #2)

NO VEGETATION OVER 30 INCHES IN HEIGHT

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ASANTE – UNIT 3.8B AND UNIT 4.1
ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

PROJ. NO: 1509	STATUS:
DATE: AUG 2024	MUNICIPAL TRACKING NO:
SCALE: NONE	FS23–1067
DRAWN: DS	
APPROVED: BJB	

DWG. NO.
CP02
SHT. 2 OF 9

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I:\1509\Engineering\Survey\Plat\Asante Neighborhood Area 4\Asante Unit 3.8B and Unit 4.1 Unit 3-4CP.dwg, 8/14/2024 1:48 PM

CORRECTIVE PLAT

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	6575	0.1509
LOT : 2	6625	0.1521
LOT : 3	6625	0.1521
LOT : 4	6625	0.1521
LOT : 5	6625	0.1521
LOT : 6	6625	0.1521
LOT : 7	6545	0.1503
LOT : 8	12654	0.2905
LOT : 9	14187	0.3257
LOT : 10	7077	0.1625
LOT : 11	6626	0.1521
LOT : 12	6626	0.1521
LOT : 13	6626	0.1521
LOT : 14	6626	0.1521
LOT : 15	6626	0.1521
LOT : 16	6627	0.1521
LOT : 17	6627	0.1521
LOT : 18	6627	0.1521
LOT : 19	6581	0.1511
LOT : 20	11258	0.2584
LOT : 21	16049	0.3684
LOT : 22	8095	0.1858
LOT : 23	6983	0.1603
LOT : 24	6983	0.1603
LOT : 25	6983	0.1603

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 26	6983	0.1603
LOT : 27	6983	0.1603
LOT : 28	6983	0.1603
LOT : 29	6983	0.1603
LOT : 30	6983	0.1603
LOT : 31	6983	0.1603
LOT : 32	6983	0.1603
LOT : 33	6983	0.1603
LOT : 34	6983	0.1603
LOT : 35	6983	0.1603
LOT : 36	7593	0.1743
LOT : 37	6360	0.1460
LOT : 38	6360	0.1460
LOT : 39	6360	0.1460
LOT : 40	6360	0.1460
LOT : 41	6360	0.1460
LOT : 42	7194	0.1651
LOT : 43	6360	0.1460
LOT : 44	6360	0.1460
LOT : 45	6360	0.1460
LOT : 46	6360	0.1460
LOT : 47	6360	0.1460
LOT : 48	6360	0.1460
LOT : 49	6310	0.1448
LOT : 50	6310	0.1448

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 51	6360	0.1460
LOT : 52	6360	0.1460
LOT : 53	6360	0.1460
LOT : 54	6360	0.1460
LOT : 55	6360	0.1460
LOT : 56	6360	0.1460
LOT : 57	6360	0.1460
LOT : 58	6360	0.1460
LOT : 59	6360	0.1460
LOT : 60	6360	0.1460
LOT : 61	6360	0.1460
LOT : 62	6360	0.1460
LOT : 63	7069	0.1622
LOT : 64	7699	0.1767
LOT : 65	6360	0.1460
LOT : 66	6360	0.1460
LOT : 67	6360	0.1460
LOT : 68	6360	0.1460
LOT : 69	6360	0.1460
LOT : 70	6360	0.1460
LOT : 71	6360	0.1460
LOT : 72	6360	0.1460
LOT : 73	6360	0.1460
LOT : 74	6360	0.1460
LOT : 75	6360	0.1460

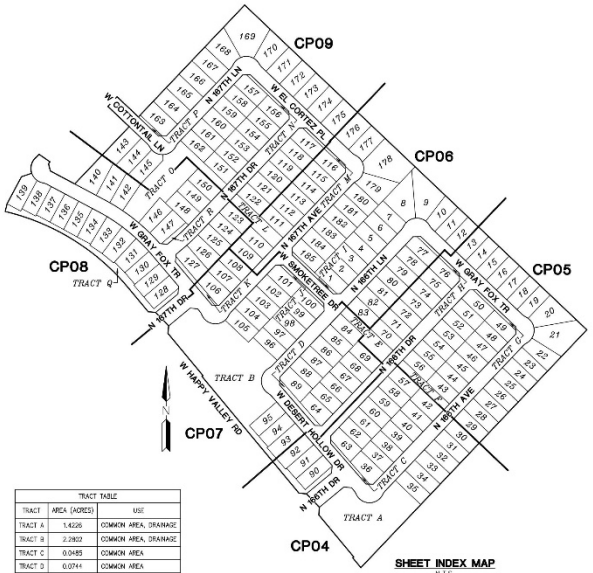
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 76	6310	0.1448
LOT : 77	6310	0.1448
LOT : 78	6360	0.1460
LOT : 79	6360	0.1460
LOT : 80	6360	0.1460
LOT : 81	6360	0.1460
LOT : 82	6360	0.1460
LOT : 83	6360	0.1460
LOT : 84	6720	0.1543
LOT : 85	6600	0.1515
LOT : 86	6600	0.1515
LOT : 87	6600	0.1515
LOT : 88	6600	0.1515
LOT : 89	7655	0.1757
LOT : 90	7154	0.1642
LOT : 91	7155	0.1643
LOT : 92	7420	0.1703
LOT : 93	7420	0.1703
LOT : 94	7155	0.1643
LOT : 95	7155	0.1643
LOT : 96	6625	0.1521
LOT : 97	6625	0.1521
LOT : 98	6625	0.1521
LOT : 99	6625	0.1521
LOT : 100	6575	0.1509

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 101	7203	0.1653
LOT : 102	7252	0.1664
LOT : 103	7252	0.1664
LOT : 104	7253	0.1664
LOT : 105	7145	0.1640
LOT : 106	7483	0.1717
LOT : 107	6962	0.1598
LOT : 108	6962	0.1598
LOT : 109	6962	0.1598
LOT : 110	6962	0.1598
LOT : 111	6962	0.1598
LOT : 112	6962	0.1598
LOT : 113	6962	0.1598
LOT : 114	6962	0.1598
LOT : 115	6962	0.1598
LOT : 116	6972	0.1600
LOT : 117	6972	0.1600
LOT : 118	6962	0.1598
LOT : 119	6962	0.1598
LOT : 120	6962	0.1598
LOT : 121	6962	0.1598
LOT : 122	6962	0.1598
LOT : 123	6962	0.1598
LOT : 124	6962	0.1598
LOT : 125	6962	0.1598

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 126	7584	0.1736
LOT : 127	7426	0.1705
LOT : 128	7280	0.1671
LOT : 129	7256	0.1666
LOT : 130	7077	0.1625
LOT : 131	7471	0.1715
LOT : 132	7746	0.1779
LOT : 133	7746	0.1779
LOT : 134	7255	0.1666
LOT : 135	9989	0.1604
LOT : 136	6962	0.1598
LOT : 137	6962	0.1598
LOT : 138	7133	0.1637
LOT : 139	7706	0.1770
LOT : 140	10038	0.2304
LOT : 141	7798	0.1790
LOT : 142	7632	0.1752
LOT : 143	9038	0.2075
LOT : 144	7924	0.1796
LOT : 145	7515	0.1725
LOT : 146	7506	0.1723
LOT : 147	7541	0.1800
LOT : 148	7560	0.1736
LOT : 149	6962	0.1598
LOT : 150	6962	0.1598

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 151	6962	0.1598
LOT : 152	6962	0.1598
LOT : 153	6962	0.1598
LOT : 154	6962	0.1598
LOT : 155	6962	0.1598
LOT : 156	6970	0.1600
LOT : 157	6970	0.1600
LOT : 158	6962	0.1598
LOT : 159	6962	0.1598
LOT : 160	6962	0.1598
LOT : 161	6962	0.1598
LOT : 162	6962	0.1598
LOT : 163	6962	0.1598
LOT : 164	8750	0.2009
LOT : 165	8750	0.2009
LOT : 166	8750	0.2009
LOT : 167	8750	0.2009
LOT : 168	10248	0.2353
LOT : 169	19708	0.4524
LOT : 170	10104	0.2320
LOT : 171	8750	0.2009
LOT : 172	8750	0.2009
LOT : 173	8750	0.2009
LOT : 174	9000	0.2066
LOT : 175	9000	0.2066

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 176	9000	0.2066
LOT : 177	8593	0.1973
LOT : 178	18644	0.4280
LOT : 179	13089	0.2341
LOT : 180	7247	0.1664
LOT : 181	7250	0.1664
LOT : 182	7250	0.1664
LOT : 183	7250	0.1664
LOT : 184	7250	0.1664
LOT : 185	7200	0.1653



SHEET INDEX MAP

N.T.S.

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	1.4226	COMMON AREA, DRAINAGE
TRACT B	2.2802	COMMON AREA, DRAINAGE
TRACT C	0.0485	COMMON AREA
TRACT D	0.0744	COMMON AREA
TRACT E	0.2389	COMMON AREA
TRACT F	0.1653	COMMON AREA
TRACT G	0.0482	COMMON AREA
TRACT H	0.0482	COMMON AREA
TRACT I	0.0505	COMMON AREA
TRACT J	0.0505	COMMON AREA
TRACT K	0.0778	COMMON AREA
TRACT L	0.2471	COMMON AREA
TRACT M	0.0482	COMMON AREA
TRACT N	0.0482	COMMON AREA
TRACT O	0.8848	COMMON AREA, DRAINAGE
TRACT P	0.0253	COMMON AREA
TRACT Q	0.3773	COMMON AREA
TRACT R	0.0420	COMMON AREA

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

AREAS

ROW AREA =	403,493 SQ. FT.	9.2629 ACRES
TRACTS A–R AREA =	270,409 SQ. FT.	6.2075 ACRES
LOT AREA =	1,358,274 SQ. FT.	31.1817 ACRES
GROSS AREA =	2,032,168 SQ. FT.	46.6522 ACRES
NET AREA =	1,628,675 SQ. FT.	37.3892 ACRES
DENSITY (GROSS) =		4.0 D.U. / ACRE
DENSITY (NET) =		4.9 D.U. / ACRE

BRIAN J. BENEDICT
32229
ARIZONA
REGISTERED LAND SURVEYOR

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LAND PLANNERS | CIVIL ENGINEERS | SURVEYORS
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www.hilgartwilson.com

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ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

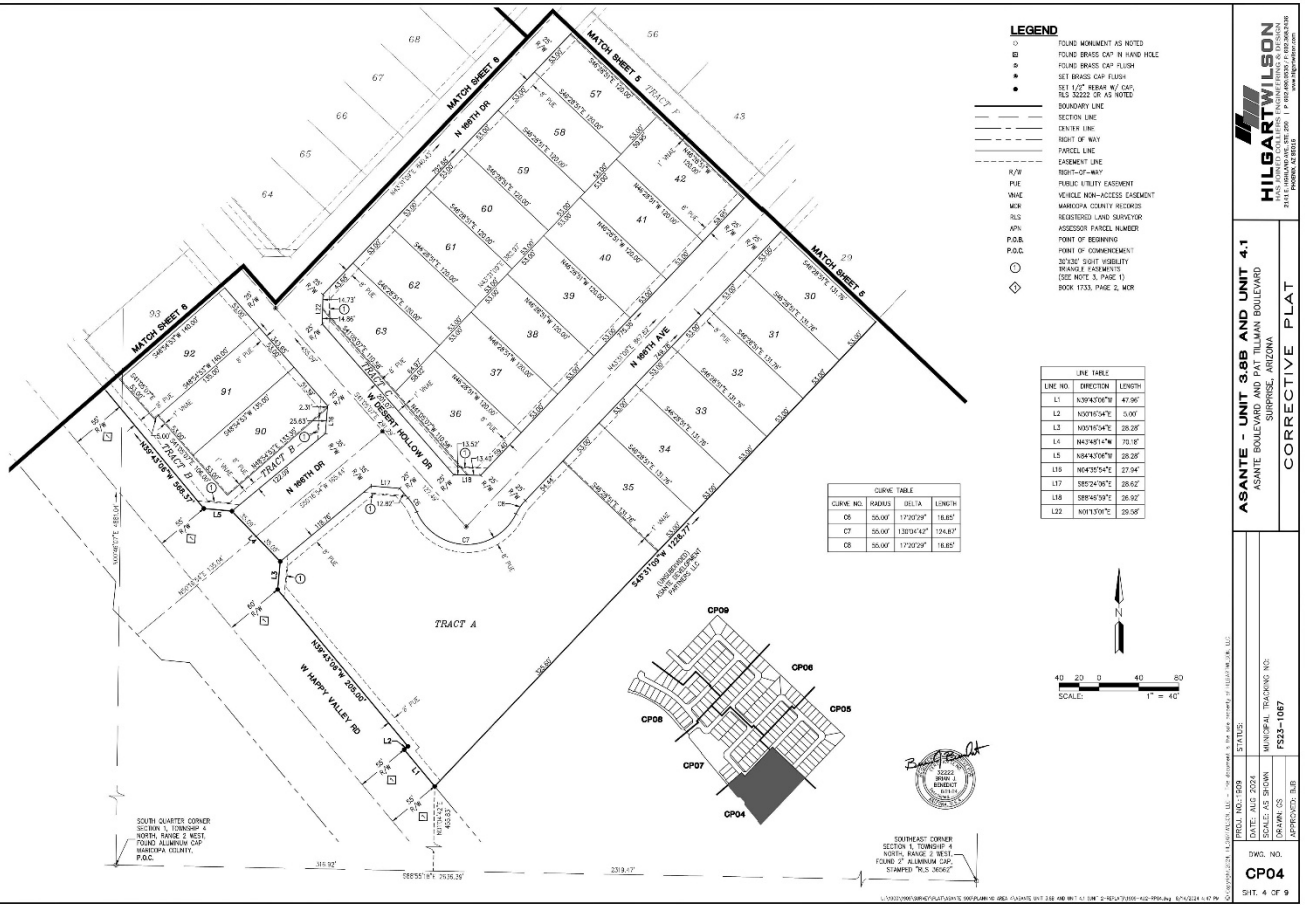
CORRECTIVE PLAT

PROJ. NO.: 11909
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN BY:
APPROVED: BJB

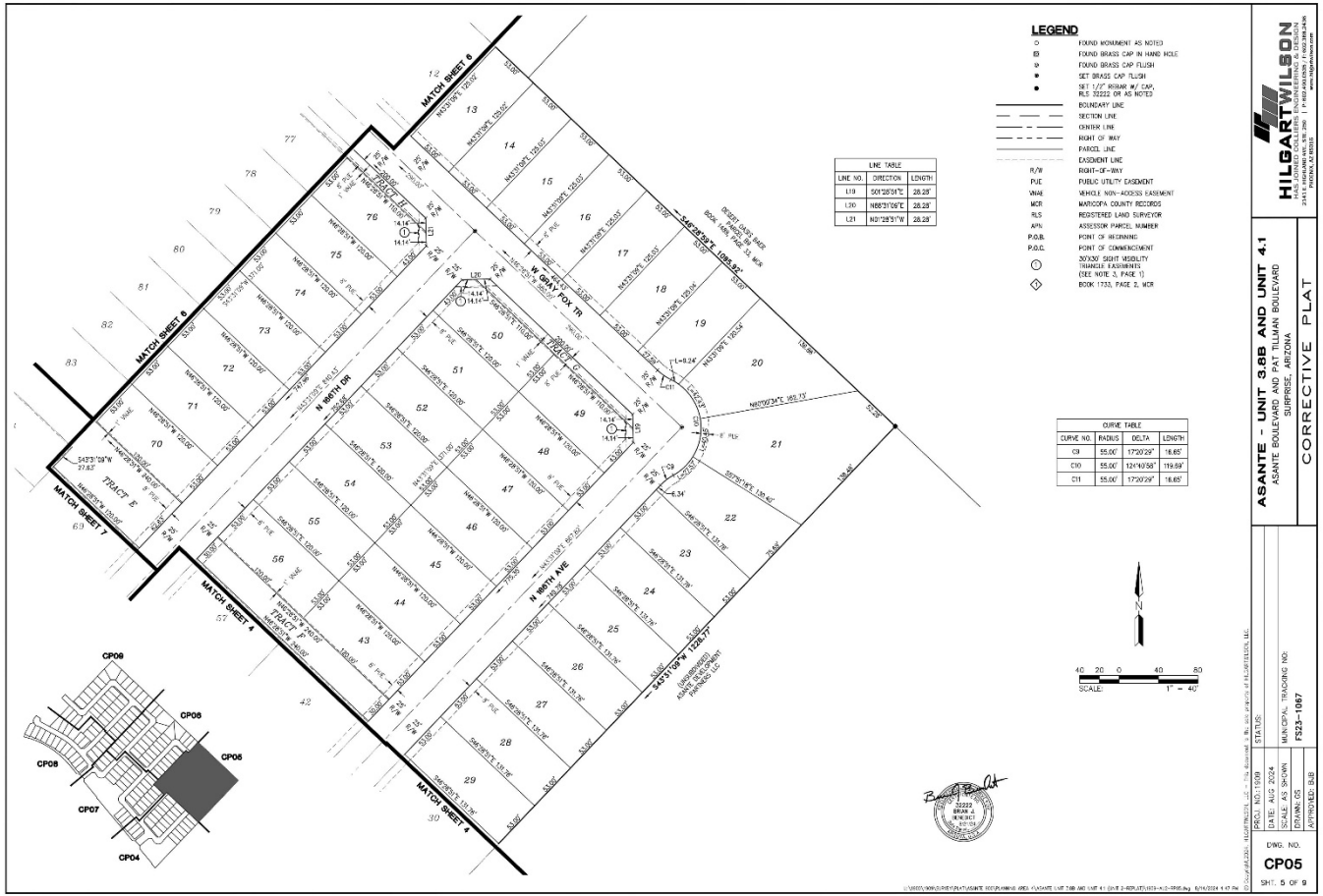
STATUS:
MUNICIPAL TRACKING NO:
FS23-1067

DWG. NO.
CP03
SHT. 3 OF 9

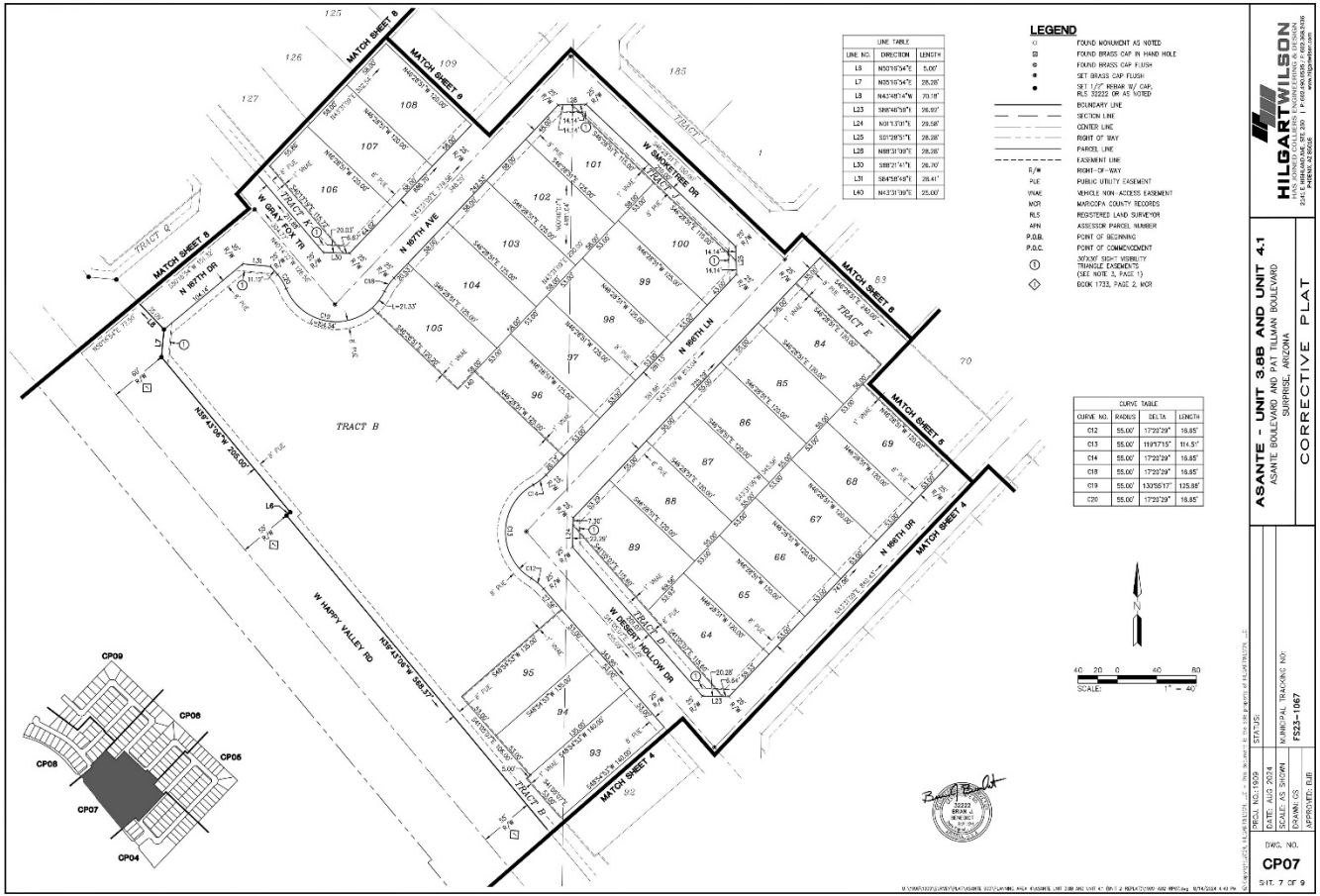
CORRECTIVE PLAT



CORRECTIVE PLAT


LEGEND
FOUND MONUMENT AS NOTED
FOUND BRASS CAP IN HAND HOLE
FOUND BRASS CAP FLUSH
SET BRASS CAP FLUSH
SET 1/2" REBAR W/ CAP, RLS 72222 OR AS NOTED
BOUNDARY LINE
SECTION LINE
CENTER LINE
RIGHT OF WAY
PARCEL LINE
EASEMENT LINE
R/W RIGHT-OF-WAY
PUE PUBLIC UTILITY EASEMENT
VNAE VEHICLE NON-ACCESS EASEMENT
MCR MARICOPA COUNTY RECORDS
RLS REGISTERED LAND SURVEYOR
APN ASSESSOR PARCEL NUMBER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
BOOK 1733, PAGE 2, MCR
LINE TABLE
LINE NO. | DIRECTION | LENGTH
L19 | S01°28'31"E | 28.28'
L20 | N88°31'29"E | 28.28'
L21 | N01°28'31"W | 28.28'
CURVE TABLE
CURVE NO. | RADIUS | DELTA | LENGTH
C9 | 55.00' | 17°30'29" | 16.65'
C10 | 55.00' | 124°40'58" | 119.69'
C11 | 55.00' | 17°30'29" | 16.65'
MATCH SHEET 6
MATCH SHEET 7
MATCH SHEET 4
W GRAY FOX TR
N 86TH DR
N 86TH AVE
TRACT E
TRACT F
CP06
CP05
CP08
CP07
CP04
SCALE: 1" = 40'
HILGART WILSON
ASANTE - UNIT 3.8B AND UNIT 4.1
ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
CORRECTIVE PLAT
PROJ. NO: 11909
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN BY: DS
APPROVED: BAB
STATUS:
MUNICIPAL TRACKING NO:
5323-1067
DWG. NO.
CP05
SHT. 5 OF 9

CORRECTIVE PLAT



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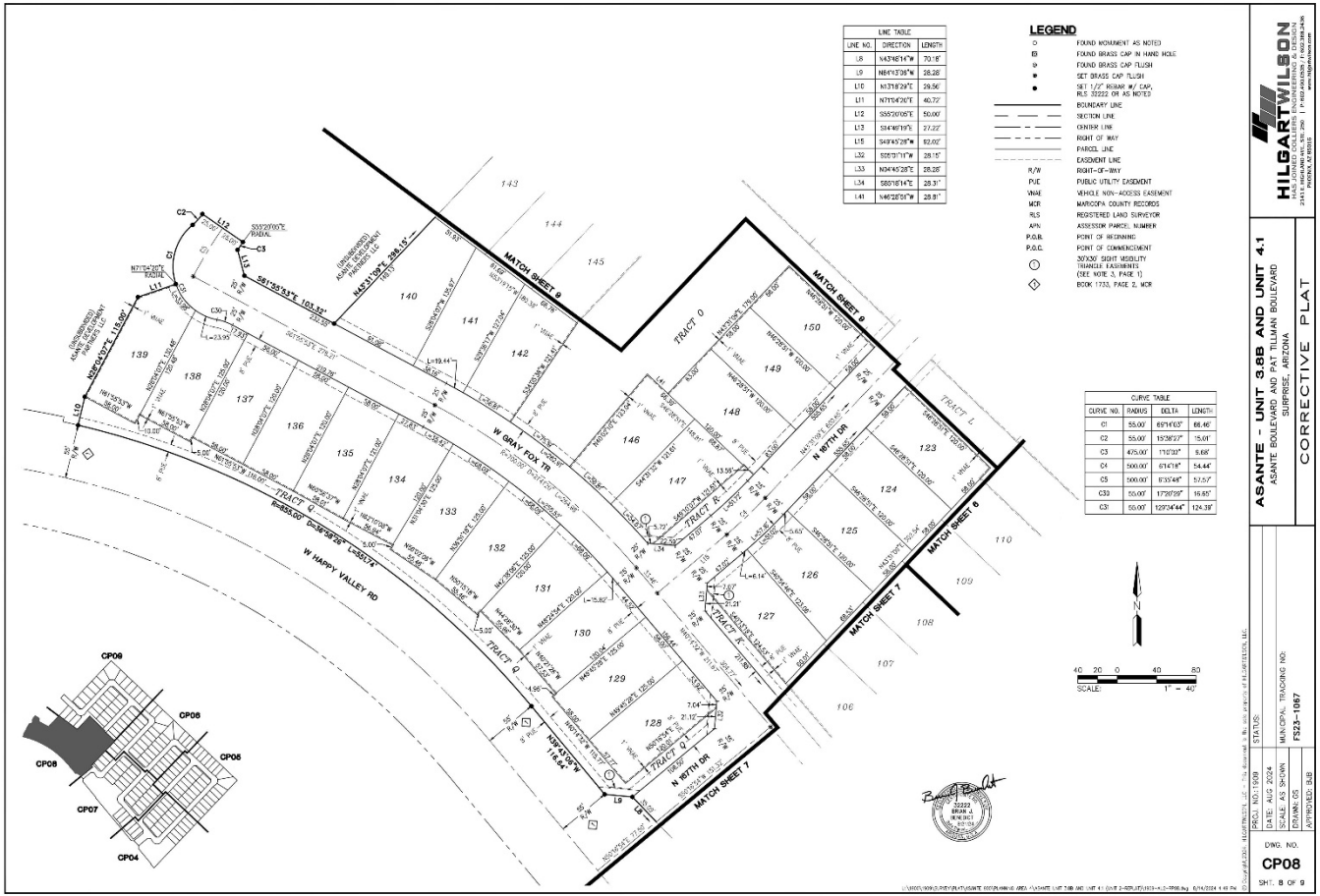
ASANTE - UNIT 3.8B AND UNIT 4.1
ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

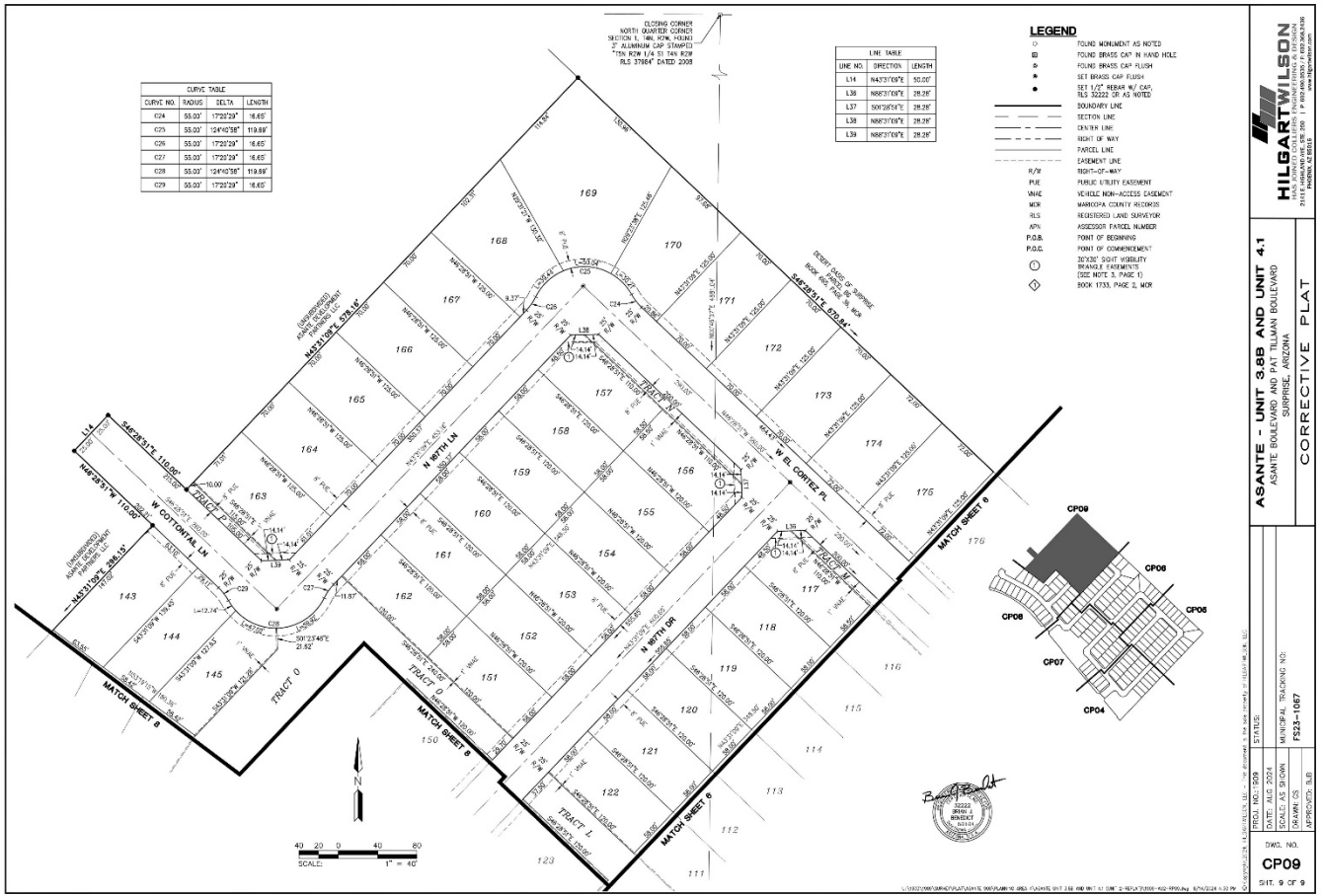
PROJ. NO.: 1909
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN: CS
APPROVED: RJB
STATUS:
MUNICIPAL TRACKING NO:
FS23-1067

DWG. NO.
CP07
SHT. 7 OF 9

CORRECTIVE PLAT



CORRECTIVE PLAT



ASANTE - UNIT 3.8B AND UNIT 4.1
ASANTE BOULEVARD AND PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
CORRECTIVE PLAT

HILGARTWILSON
HILGARTWILSON, LLC
2141 E. BASELINE RD. SUITE 214 | PHOENIX, AZ 85042
PHONE 480 640 8000 | FAX 480 640 8001
www.hilgartwilson.com

PROJ. NO.: 1909
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN: GS
APPROVED: BJE
STATUS:
MUNICIPAL TRACKING NO:
FS23-1067

DWG. NO.
CP09
SHT. 9 OF 9

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CORRECTIVE PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Corrective Plat entitled, “Asante Planning Area 4 – Unit 3.7A” and dated August 21, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard; Case FS23-1032.

Motion:
I move to approve the Corrective Plat entitled, "Asante Planning Area 4 – Unit 3.7A” and dated August 21, 2024; Case FS23-1032.

Background:
Diego Ortiz, with Colliers Engineering and Design, seeks approval of a Final Plat of Asante Planning Area 4 Unit 3.7A. The proposed Corrective Plat will correct street names for consistency with the City’s current roadway alignment and addressing.

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

Policy Compliant:
This proposed Corrective Plat is consistent with the Surprise General Plan 2040, Asante PAD, and the Land Development Ordinance.

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

Budget Impact:
There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00- FS23-1032 Asante PA4 Unit 3.7A Corrective Plat- Staff Report
2. 01-FS23-1032 Asante PA4 Unit 3.7A Corrective Plat - Vicinity Map
3. 02-FS23-1032 Asante PA4 Unit 3.7A Corrective Plat - Zoning Map
4. 03-FS23-1032 Asante PA4 Unit 3.7A Final Plat - Corrective Plat
5. 04-FS23-1032 Asante PA4 Unit 3.7A Final Plat - Corrective Plat Exhibit
6. 05-FS23-1032 Asante PA4 Unit 3.7A Final Plat - Luke AFB Comments
7. FS23-1032 - Asante PA4 Unit 3.7A - Presentation

SURPRISE
ARIZONA

CORRECTIVE PLAT

REPORT TO CITY COUNCIL

Case:	**FS23-1032**
Project Name:	Asante PA 4 Unit 3.7A – Corrective Plat
Council District:	1 - Acacia
City Council Date:	November 4, 2024
Planner:	Leslie Carnie, Planner II
Owner:	Asante Development Partners, LLC
Applicant:	Diego Ortiz Colliers Engineering and Design
Request:	Corrective Plat to correct street names within Asante PA4 Unit 3.7A.
Site Location:	Generally located northeast of Happy Valley Road and Pat Tillman Boulevard.
Site Size:	Approximately 24.13 Acres (Gross)
Net Density:	5.8 DU/Ac (Net)
General Plan Conformance:	The proposed Corrective Plat is consistent with the Surprise General Plan 2035.

Findings:

- The proposed Corrective Plat is consistent with the Asante Planned Area Development (PAD).
- The proposed Corrective Plat is consistent with the Preliminary Plat, case FS23-0141.
- The proposed Corrective Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

Approve – Approval of the proposed Corrective Plat will allow the applicant the ability to correct the street names as proposed.

Deny – Denial of the requested Corrective Plat will prevent the applicant from correcting the street names as proposed.

PROJECT DESCRIPTION:

Diego Ortiz, with Colliers Engineering and Design, seeks approval of a Final Plat of Asante Planning Area 4 Unit 3.7A. The proposed Corrective Plat will correct street names for consistency with the city's roadway current alignment and addressing

SURROUNDING LAND ZONING:

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

RM-9 PUD	PAD – Desert Oasis	PAD – Desert Oasis
PAD - Asante	**PAD – Asante**	PAD – Desert Oasis
RM-9 PUD	PAD – Asante	PAD – Asante

BACKGROUND:

November 3, 1988: City Council approved the annexation (Ordinance 88-24) of the subject property.

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

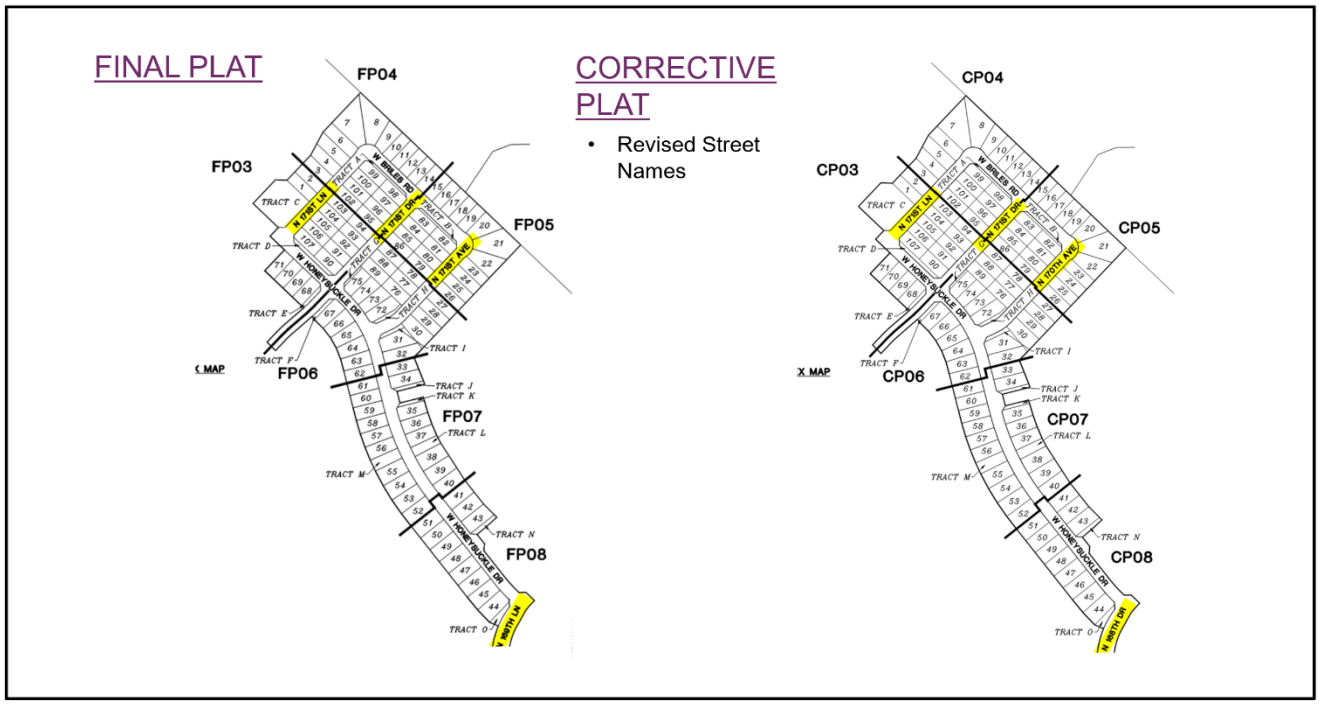
September 07, 2023: The Planning and Zoning Commission approved a Preliminary Plat for Asante Planning Area 4 under case FS23-0141.

August 29, 2022: A minor amendment to the Asante PAD was approved administratively under case FS22-0756 to modify street alignments, school and amenity site locations, and development standards.

May 21, 2024: City Council approved the Final Plat for Asante Planning Area 4 under case FS23-1032.

ANALYSIS AND DISCUSSION:

The subject request includes a Corrective Plat for Planning Area 4, Unit 3.7A within the Asante PAD. The Corrective Plat will correct the names of four local roadways within the units. No changes are being made to the plat configuration or area calculations.



Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise
School District:	Dysart Unified School District

Conformance with Adopted Plans:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more. At a net density of 5.8 DU/Ac, this development is consistent with the General Plan in this regard.

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

Summary:

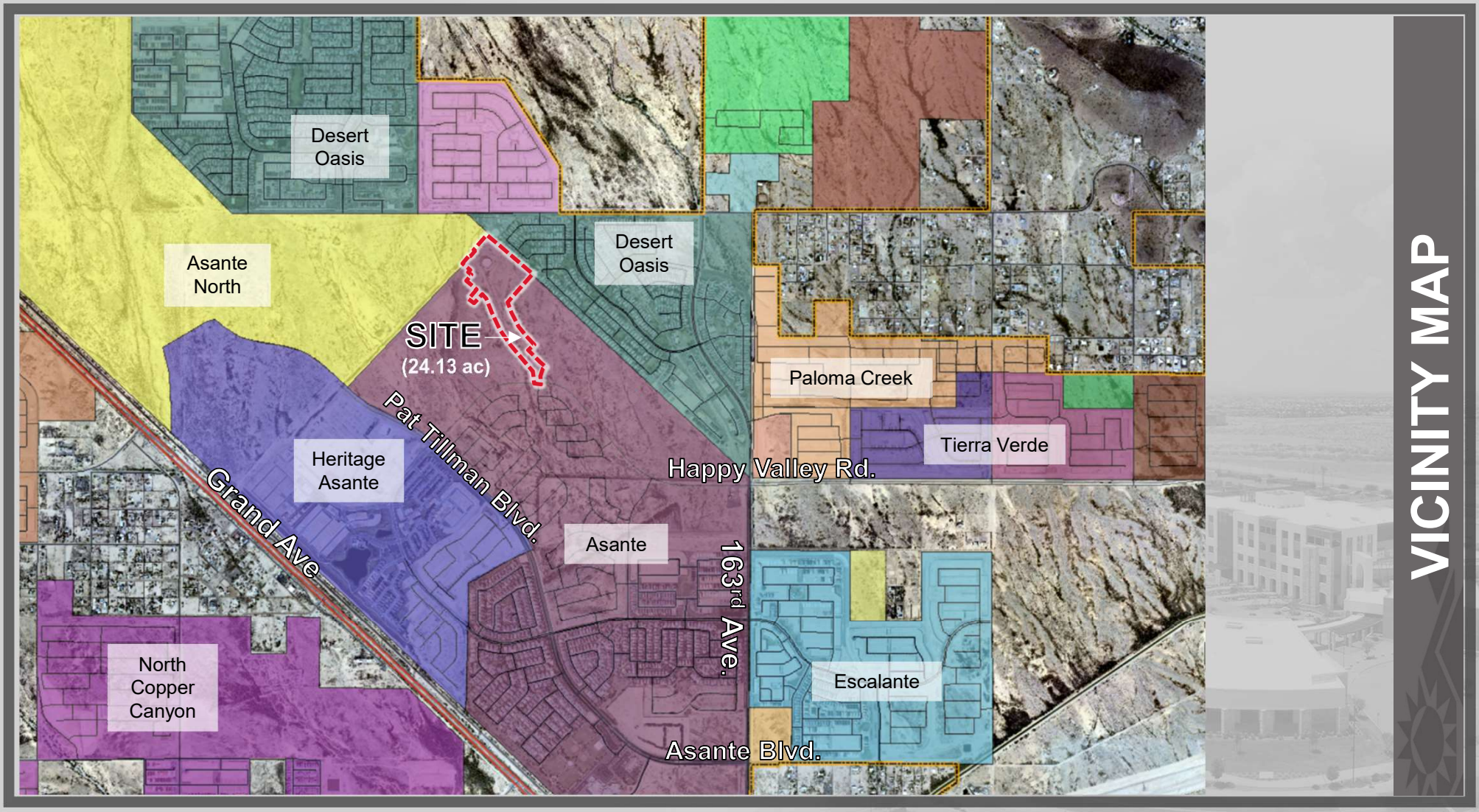
The subject Corrective Plat meets the requirements of the Asante PAD, in addition to other applicable requirements. All city reviewing departments have reviewed the request and expressed no concerns.

Findings:

- The proposed Corrective Plat is consistent with the Asante PAD.
- The proposed Corrective Plat is consistent with the Preliminary Plat, case FS23-0141.
- The proposed Corrective Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Attachments:

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


Desert Oasis
Asante North
Desert Oasis
SITE
(24.13 ac)
Paloma Creek
Tierra Verde
Pat Tillman Blvd.
Heritage Asante
Happy Valley Rd.
Grand Ave.
Asante
163rd Ave.
North Copper Canyon
Escalante
Asante Blvd.
VICINITY MAP

RM-9
PUD
RM-9
PUD
PAD
Desert Oasis
RM-9
PUD
PAD
Asante
RM-6
PUD
PAD
Asante
RM-9
PUD
Grand Ave
Pat Tillman Blvd.
Happy Valley Rd.
PAD
Asante
163rd Ave.
Asante Blvd.
ZONING MAP

CORRECTIVE PLAT
FOR
ASANTE PLANNING AREA 4 - UNIT 3.7A
SURPRISE, ARIZONA
A CORRECTIVE PLAT OF THE FINAL PLAT OF ASANTE UNIT 3.7A RECORDED BOOK 1802, PAGE 20, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF **"CORRECTIVE PLAT FOR ASANTE PLANNING AREA 4 – UNIT 3.7A"**, A CORRECTIVE PLAT OF THE FINAL PLAT OF ASANTE UNIT 3.7A RECORDED BOOK 1802, PAGE 20, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID **"CORRECTIVE PLAT FOR ASANTE PLANNING AREA 4 – UNIT 3.7A"** 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 AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY 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.

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

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

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2024.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**
ITS: MANAGER

BY: _____

NAME: **JEFF GUNDERSON**

TITLE: **VICE PRESIDENT**

ACKNOWLEDGMENT

ON THIS, THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED **JEFF GUNDERSON,** WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT** OF **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** THE MANAGER OF **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AND ACKNOWLEDGED THAT HE, AS SUCH **OFFICER**, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ _____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, AS THE _____OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH _____, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ _____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ('LENDERS'), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220831563 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA (**"DEED OF TRUST"**) AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST (**"LENDERS' LIEN"**), FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECORDATION OF THIS FINAL PLAT (**"FINAL PLAT"**), AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT-OF-WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT; WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: _____, 2024.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT FOR LENDERS' CONSENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____. (SEAL)

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

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

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

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

100 YEAR ASSURED WATER SUPPLY

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

OWNER

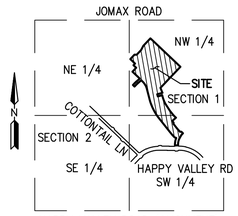
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

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

SHEET INDEX

CP01	COVER SHEET
CP02	LEGAL DESCRIPTION, SHEET INDEX MAP, NOTES, AREA TABLES & VISIBILITY DETAIL
CP03-CP08	CORRECTIVE PLAT SHEETS



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 89°40'45" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

NOTES

1. THE PURPOSE FOR THIS CORRECTIVE PLAT IS TO CORRECT CERTAIN STREET NAMES AS DIRECTED BY THE CITY OF SURPRISE.
2. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
3. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
4. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL SHEET 2)
5. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
6. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
7. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. 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.
9. PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
10. 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.
11. 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.
12. 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.
13. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS23-0141.
14. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22-0756 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

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

APPROVED_____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

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

THIS _____ DAY OF _____, 2024.

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com

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

© Copyright 2024, HILGARTWILSON, LLC - This document is the sole property of HILGARTWILSON, LLC.

U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.7A (REPLAT)\1909-AU3.7A-RP01.dwg 8/21/2024 11:40 AM

HILGARTWILSON
HAS JOINED COLLIERS ENGINEERING & DESIGN
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

PROJ. NO.: 1909	STATUS:
DATE: AUG 2024	
SCALE: NONE	MUNICIPAL TRACKING NO: FS23-1032
DRAWN: MRM/GS	
APPROVED: BJB	

DWG. NO.
CP01
SHT. 1 OF 8

LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, FROM WHICH A FOUND GLO BRASS CAP ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 89°40'45" EAST, 2639.49 FEET;
THENCE SOUTH 89°40'45" EAST, 907.94 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO THE NORTHWEST CORNER OF SAID SECTION 1;
THENCE LEAVING SAID SOUTH LINE, SOUTH 00°46'45" WEST, 1132.45 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1;
THENCE LEAVING SAID WEST LINE, SOUTH 89°13'15" EAST, 273.69 FEET TO THE **POINT OF BEGINNING;**
THENCE NORTH 43°31'21" EAST, 136.60 FEET;
THENCE SOUTH 87°27'03" EAST, 47.79 FEET;
THENCE NORTH 43°31'21" EAST, 144.00 FEET;
THENCE NORTH 28°13'35" EAST, 109.89 FEET;
THENCE NORTH 43°31'21" EAST, 228.04 FEET;
THENCE SOUTH 46°28'51" EAST, 924.07 FEET;
THENCE SOUTH 43°31'09" WEST, 598.09 FEET;
THENCE SOUTH 44°08'00" WEST, 49.78 FEET;
THENCE SOUTH 21°44'22" EAST, 120.53 FEET TO A NON–TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET, THE CENTER OF WHICH BEARS NORTH 21°44'22" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°30'03", AN ARC LENGTH OF 22.91 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 75°45'41" WEST, 96.89 FEET;
THENCE SOUTH 14°18'01" EAST, 50.00 FEET;
THENCE NORTH 75°45'41" EAST, 96.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 225.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°54'32", AN ARC LENGTH OF 3.57 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 16°18'10" EAST, 66.65 FEET;
THENCE SOUTH 19°45'18" EAST, 51.72 FEET;
THENCE SOUTH 23°13'32" EAST, 51.72 FEET;
THENCE SOUTH 27°44'10" EAST, 36.63 FEET;
THENCE SOUTH 32°55'26" EAST, 184.66 FEET;
THENCE SOUTH 38°21'22" EAST, 126.00 FEET;
THENCE SOUTH 44°57'47" EAST, 78.43 FEET TO A NON–TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1975.00 FEET, THE CENTER OF WHICH BEARS NORTH 42°46'14" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°10'02", AN ARC LENGTH OF 109.17 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 38°21'22" EAST, 50.01 FEET;
THENCE SOUTH 06°10'37" WEST, 28.51 FEET;
THENCE SOUTH 38°21'22" EAST, 132.58 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 675.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°11'22", AN ARC LENGTH OF 96.48 FEET TO A NON–TANGENT LINE;
THENCE NORTH 88°03'41" EAST, 28.51 FEET;
THENCE SOUTH 46°28'51" EAST, 50.00 FEET;
THENCE SOUTH 43°31'09" WEST, 22.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°38'48", AN ARC LENGTH OF 30.41 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 29°13'10" WEST, 90.64 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 290.00 FEET, THE CENTER OF WHICH BEARS SOUTH 64°06'37" EAST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°28'14", AN ARC LENGTH OF 133.98 FEET TO A TANGENT LINE;
THENCE SOUTH 00°34'51" EAST, 20.89 FEET;
THENCE SOUTH 85°54'42" WEST, 70.13 FEET;
THENCE NORTH 00°34'51" WEST, 25.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 360.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°18'50", AN ARC LENGTH OF 146.49 FEET TO A NON–TANGENT LINE;
THENCE NORTH 67°16'01" WEST, 40.14 FEET;
THENCE NORTH 43°49'50" WEST, 71.35 FEET;
THENCE NORTH 39°22'59" WEST, 68.91 FEET;
THENCE NORTH 38°21'22" WEST, 378.00 FEET;
THENCE NORTH 37°56'42" WEST, 66.15 FEET;
THENCE NORTH 34°58'31" WEST, 69.64 FEET;
THENCE NORTH 31°30'18" WEST, 69.64 FEET;
THENCE NORTH 28°02'06" WEST, 69.64 FEET;
THENCE NORTH 25°02'30" WEST, 50.50 FEET;
THENCE NORTH 22°19'26" WEST, 58.59 FEET;
THENCE NORTH 19°24'16" WEST, 58.59 FEET;
THENCE NORTH 16°29'06" WEST, 58.59 FEET;
THENCE NORTH 14°21'09" WEST, 54.51 FEET;
THENCE NORTH 14°14'19" WEST, 159.00 FEET;
THENCE NORTH 14°52'12" WEST, 51.88 FEET;
THENCE NORTH 21°33'48" WEST, 49.43 FEET;
THENCE NORTH 29°39'43" WEST, 49.43 FEET;
THENCE NORTH 37°45'38" WEST, 49.43 FEET;
THENCE NORTH 45°10'19" WEST, 50.95 FEET;
THENCE NORTH 35°58'23" WEST, 17.30 FEET;
THENCE SOUTH 49°06'11" WEST, 111.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°34'50", AN ARC LENGTH OF 36.52 FEET TO A TANGENT LINE;
THENCE SOUTH 43°31'21" WEST, 62.09 FEET;
THENCE NORTH 44°39'59" WEST, 50.02 FEET;
THENCE NORTH 43°31'21" EAST, 60.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 425.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°34'50", AN ARC LENGTH OF 41.39 FEET TO A TANGENT LINE;
THENCE NORTH 49°06'11" EAST, 107.97 FEET;
THENCE NORTH 46°28'39" WEST, 224.93 FEET;
THENCE NORTH 43°31'21" EAST, 120.00 FEET;
THENCE NORTH 46°28'39" WEST, 83.00 FEET;
THENCE NORTH 43°31'21" EAST, 50.00 FEET;
THENCE NORTH 46°28'39" WEST, 146.10 FEET TO THE **POINT OF BEGINNING.**

AREAS

ROW AREA =	242,122 SQ. FT.	5.5584 ACRES
TRACTS A–O AREA =	61,359 SQ. FT.	1.4086 ACRES
LOT AREA =	747,436 SQ. FT.	17.1588 ACRES
GROSS AREA =	1,050,916 SQ. FT.	24.1257 ACRES
NET AREA =	808,794 SQ. FT.	18.5674 ACRES
DENSITY (GROSS) =		4.4 D.U. / ACRE
DENSITY (NET) =		5.8 D.U. / ACRE

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	6240	0.1433
LOT : 2	6240	0.1433
LOT : 3	6240	0.1433
LOT : 4	7274	0.1670
LOT : 5	8042	0.1846
LOT : 6	8344	0.1916
LOT : 7	16287	0.3739
LOT : 8	14668	0.3367
LOT : 9	7262	0.1667
LOT : 10	6000	0.1377
LOT : 11	6000	0.1377
LOT : 12	6000	0.1377
LOT : 13	6000	0.1377
LOT : 14	6000	0.1377
LOT : 15	6000	0.1377
LOT : 16	6000	0.1377
LOT : 17	6000	0.1377
LOT : 18	6000	0.1377
LOT : 19	6089	0.1398
LOT : 20	8651	0.1986

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 21	15691	0.3602
LOT : 22	9801	0.2250
LOT : 23	6471	0.1486
LOT : 24	6485	0.1489
LOT : 25	6485	0.1489
LOT : 26	6485	0.1489
LOT : 27	6485	0.1489
LOT : 28	6485	0.1489
LOT : 29	6485	0.1489
LOT : 30	8497	0.1951
LOT : 31	9127	0.2095
LOT : 32	8173	0.1876
LOT : 33	6757	0.1551
LOT : 34	7114	0.1633
LOT : 35	6729	0.1545
LOT : 36	6716	0.1542
LOT : 37	6716	0.1542
LOT : 38	8164	0.1874
LOT : 39	8255	0.1895
LOT : 40	7955	0.1826

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 41	7560	0.1736
LOT : 42	7560	0.1736
LOT : 43	7790	0.1788
LOT : 44	8269	0.1898
LOT : 45	8170	0.1876
LOT : 46	7875	0.1808
LOT : 47	7875	0.1808
LOT : 48	7875	0.1808
LOT : 49	7875	0.1808
LOT : 50	7875	0.1808
LOT : 51	7875	0.1808
LOT : 52	8034	0.1844
LOT : 53	8208	0.1884
LOT : 54	8208	0.1884
LOT : 55	8208	0.1884
LOT : 56	6912	0.1587
LOT : 57	6912	0.1587
LOT : 58	6912	0.1587
LOT : 59	6704	0.1539
LOT : 60	6625	0.1521

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 61	6625	0.1521
LOT : 62	6625	0.1521
LOT : 63	6944	0.1594
LOT : 64	7317	0.1680
LOT : 65	7317	0.1680
LOT : 66	7317	0.1680
LOT : 67	7014	0.1610
LOT : 68	6348	0.1457
LOT : 69	6360	0.1460
LOT : 70	6360	0.1460
LOT : 71	6360	0.1460
LOT : 72	7361	0.1690
LOT : 73	6805	0.1562
LOT : 74	6377	0.1464
LOT : 75	5919	0.1359
LOT : 76	6360	0.1460
LOT : 77	5760	0.1322
LOT : 78	5760	0.1322
LOT : 79	5760	0.1322
LOT : 80	5760	0.1322

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 81	5760	0.1322
LOT : 82	5710	0.1311
LOT : 83	5710	0.1311
LOT : 84	5760	0.1322
LOT : 85	5760	0.1322
LOT : 86	5760	0.1322
LOT : 87	5760	0.1322
LOT : 88	5760	0.1322
LOT : 89	6360	0.1460
LOT : 90	6467	0.1485
LOT : 91	5880	0.1350
LOT : 92	5880	0.1350
LOT : 93	5880	0.1350
LOT : 94	5880	0.1350
LOT : 95	5880	0.1350
LOT : 96	5880	0.1350
LOT : 97	5880	0.1350
LOT : 98	5830	0.1338
LOT : 99	5830	0.1338
LOT : 100	5880	0.1350

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 101	5880	0.1350
LOT : 102	5880	0.1350
LOT : 103	5880	0.1350
LOT : 104	5880	0.1350
LOT : 105	5880	0.1350
LOT : 106	5880	0.1350
LOT : 107	6466	0.1484

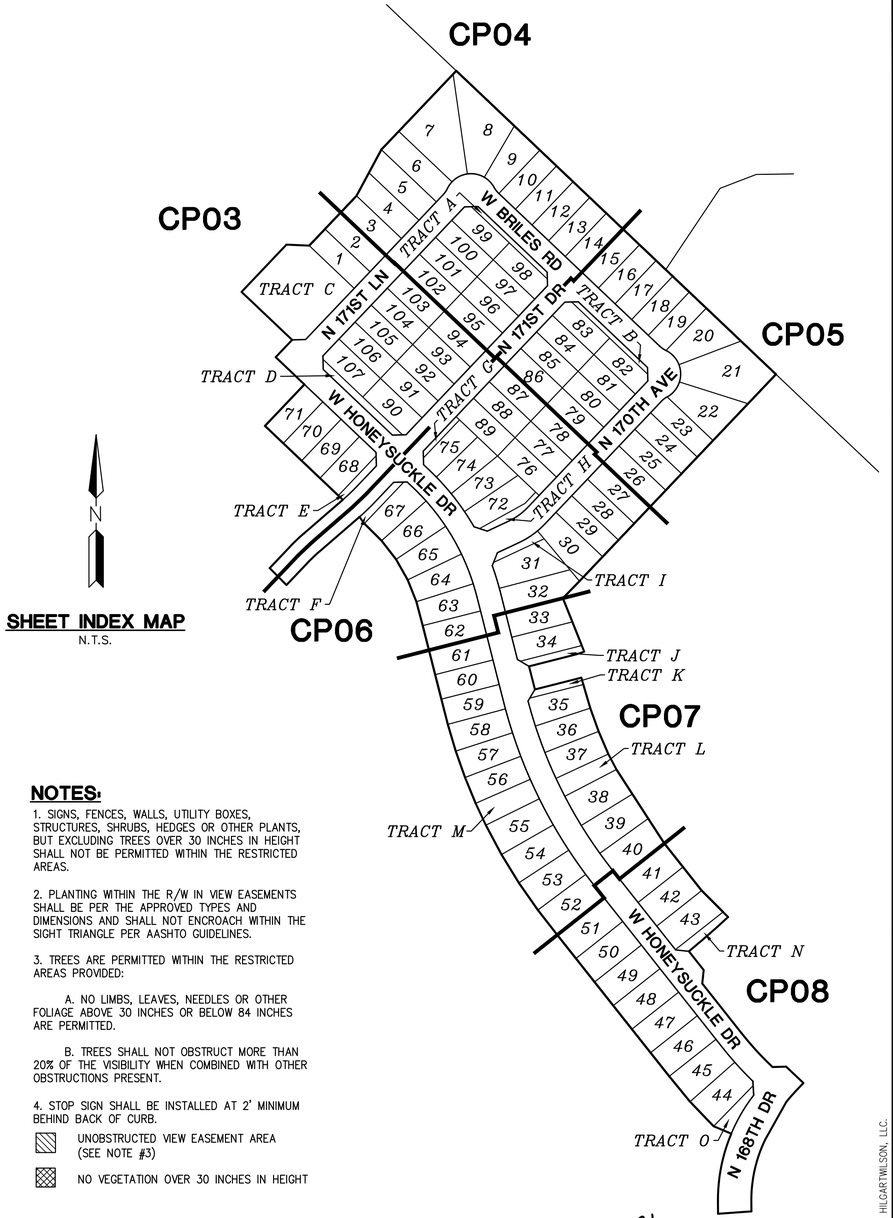
TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	0.0482	COMMON AREA
TRACT B	0.0482	COMMON AREA
TRACT C	0.6228	COMMON AREA & DRAINAGE
TRACT D	0.0740	COMMON AREA
TRACT E	0.0364	COMMON AREA
TRACT F	0.0389	COMMON AREA
TRACT G	0.0241	COMMON AREA
TRACT H	0.0418	COMMON AREA
TRACT I	0.0389	COMMON AREA
TRACT J	0.0433	COMMON AREA
TRACT K	0.0373	COMMON AREA
TRACT L	0.1095	COMMON AREA
TRACT M	0.1368	COMMON AREA
TRACT N	0.0498	COMMON AREA
TRACT O	0.0584	COMMON AREA

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

FLOOD ZONE DESIGNATION

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

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2–PERCENT–ANNUAL–CHANCE FLOODPLAIN, AREAS OF 1–PERCENT–ANNUAL–CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.



SHEET INDEX MAP

N.T.S.

NOTES:

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

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

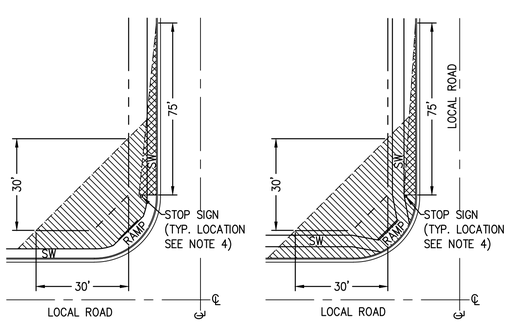
   A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

   B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT



LOCAL STREET SIGHT VISIBILITY TRIANGLES

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
8/21/24
Date Signed
ARIZONA, U.S.A.

HILGARTWILSON
HAS JOINED COLLIERS ENGINEERING & DESIGN
2141 E. HIGHLAND AVE. STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

STATUS:
PROJ. NO.: 1909
DATE: AUG 2024
SCALE: NONE
DRAWN: MRM/CS
APPROVED: BJB
MUNICIPAL TRACKING NO: FS23–1032

DWG. NO.
CP02
SHT. 2 OF 8

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U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.7A (REPLAT)\1909-AU3.7A-RP02.dwg 8/14/2024 3:44 PM

SOUTHWEST CORNER
SECTION 36, TOWNSHIP 5
NORTH, RANGE 2 WEST
FOUND 2" ALUMINUM CAP,
P.O.C.

N89°40'45"W 2639.49'
907.94'

NORTHWEST CORNER
SECTION 1, TOWNSHIP 4
NORTH, RANGE 2 WEST
CALCULATION POSITION

1731.55'

SOUTH QUARTER CORNER
SECTION 36, TOWNSHIP 5
NORTH, RANGE 2 WEST
FOUND BRASS CAP GLO

S00°46'45"W 2226.01'
1132.45'
1093.56'

P.O.B.
S89°13'15"E
273.69'

N43°31'21"E 136.60'
L1
N43°31'21"E 144.00'
48.00'
48.00'

ASANTE DEVELOPMENT PARTNERS, LLC
APN 503-73-769D

SEE SHEET 4

N46°28'51"W 130.00'
N46°28'51"W 130.01'
N46°28'51"W 130.01'
48.00'
48.00'
418.19'
48.00'

1' VNAE
8' PUE

TRACT C

N46°28'39"W 146.10'

ASANTE DEVELOPMENT PARTNERS, LLC
APN 503-74-977

8' PUE
157.94'
N43°31'09"E 520.98'
439.98'
49.00'

N 171ST LN

L47
25' R/W
L28
25.00'
25.00'
45.00'
L48
7.07'
21.21'
115.00'
8' PUE
1' VNAE
53.99'
53.99'
200.00'
N46°28'39"W 335.00'
290.00'
53.00'
53.00'
53.00'
53.00'
53.00'
53.00'
48.00'
3.03'
12.93'
53.00'
L50
60.49'
L30
L=36.55'
C10
L49
21.21'
7.07'

N46°28'39"W
83.00'

N43°31'21"E 120.00'

W HONEYSUCKLE DR

TRACT D

N 171ST DR

SEE SHEET 6

N43°31'09"E 521.00'

S46°28'51"E 120.00'
S46°28'51"E 120.00'
S46°28'51"E 120.00'
S46°28'51"E 120.00'
S46°28'51"E 120.00'
S46°28'51"E 120.00'
S46°28'51"E 120.00'
S46°28'51"E 120.00'
S46°28'51"E 120.00'
S46°28'51"E 120.00'
S43°31'09"E 445.99'
49.00'
49.00'
49.00'
49.00'
49.00'
49.00'
49.00'
49.00'
49.00'
49.00'
49.00'
49.00'
431.00'

SEE SHEET 4

1
2
3
4
101
102
96
95
94
93
92
91
90
107
106
105
104
103
71
70
69
68
75
74
67
89
88
87
86
85

TRACT G
TRACT E
TRACT F

N46°28'39"W 224.93'

ASANTE DEVELOPMENT PARTNERS, LLC
APN 503-74-977

N49°06'11"E 107.97'
S49°06'11"W 111.00'
N 171ST DR
SEE SHEET 6

C8
C9
L29
N43°31'21"E
60.50'
N44°39'59"W
50.02'
25.01'

WEST QUARTER CORNER SECTION 1,
TOWNSHIP 4 NORTH, RANGE 2 WEST,
FOUND 2" ALUMINUM CAP STAMPED
"MARICOPA COUNTY T4N R2W S2 S1
1/4 RLS 35852" DATED 2004

N

SCALE: 1" = 40'
40 20 0 40 80

LEGEND

○	FOUND MONUMENT AS NOTED
⊠	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
◉	SET BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
— — —	SECTION LINE
— — —	CENTER LINE
— — —	RIGHT OF WAY
———	PARCEL LINE
- - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
1	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
1	DRAINAGE EASEMENT DOC. 2009-0486176, MCR TO BE ABANDONED HEREON

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S87°27'03"E	47.79'
L28	N43°31'21"E	50.00'
L29	S43°31'21"W	61.30'
L30	N43°31'09"E	105.49'
L47	N88°31'15"E	28.28'
L48	S01°28'45"E	28.29'
L49	N88°31'15"E	28.28'
L50	N01°28'45"W	28.29'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C8	425.00'	5°34'50"	41.39'
C9	400.00'	5°34'50"	38.96'
C10	400.00'	5°35'02"	38.98'

CP04
CP03
CP05
CP06
CP07
CP08

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
8/21/24
Date Signed
ARIZONA, U.S.A.

U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.7A (REPLAT)\1909-AU3.7A-RP03.dwg 8/14/2024 3:45 PM

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ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

STATUS:
PROJ. NO.: 1909
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN: MRM/GS
APPROVED: BJB

MUNICIPAL TRACKING NO:
FS23-1032

DWG. NO.
CP03
SHT. 3 OF 8

N

40 20 0 40 80

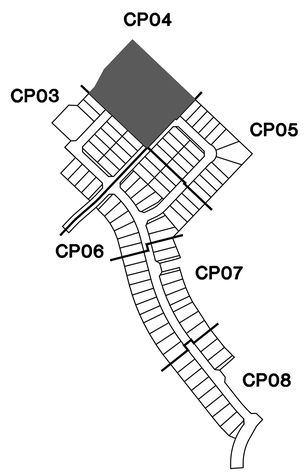
SCALE: 1" = 40'

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
◉	SET BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
—— —— ——	SECTION LINE
——— – ———	CENTER LINE
—— – – ——	RIGHT OF WAY
———	PARCEL LINE
– – – – – –	EASEMENT LINE
R/W	RIGHT–OF–WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON–ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
1	DRAINAGE EASEMENT DOC. 2009–0486176, MCR TO BE ABANDONED HEREON

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L45	S01°28'51"E	28.28'
L46	N88°31'09"E	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C15	55.00'	17°20'29"	16.65'
C16	55.00'	17°20'29"	16.65'



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
8/21/24
Date Signed
ARIZONA, U.S.A.

U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.7A (REPLAT)\1909-AU3.7A-RP04.dwg 8/14/2024 3:46 PM

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ASANTE PLANNING AREA 4 - UNIT 3.7A

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

PROJ. NO.: 1909
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN: MRM/GS
APPROVED: BJB
STATUS:

MUNICIPAL TRACKING NO:
FS23–1032

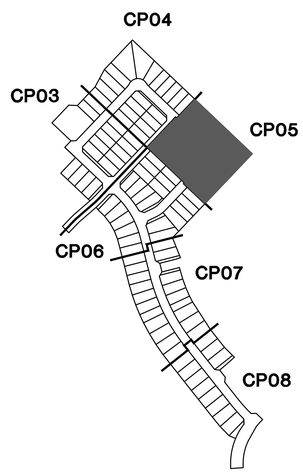
DWG. NO.
CP04
SHT. 4 OF 8

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
◉	SET BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
— — —	SECTION LINE
——— — ———	CENTER LINE
——— — — ———	RIGHT OF WAY
———	PARCEL LINE
- - - - - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
◇	DRAINAGE EASEMENT DOC. 2009-0486176, MCR TO BE ABANDONED HEREON

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L43	N01°28'51"W	28.28'
L44	N88°31'09"E	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C13	55.00'	17°20'29"	16.65'
C14	55.00'	17°20'29"	16.65'



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ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

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PROJ. NO.: 1909
DATE: AUG 2024
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DRAWN: MRM/GS
APPROVED: BJB
STATUS:

MUNICIPAL TRACKING NO:
FS23-1032

DWG. NO.
CP05
SHT. 5 OF 8

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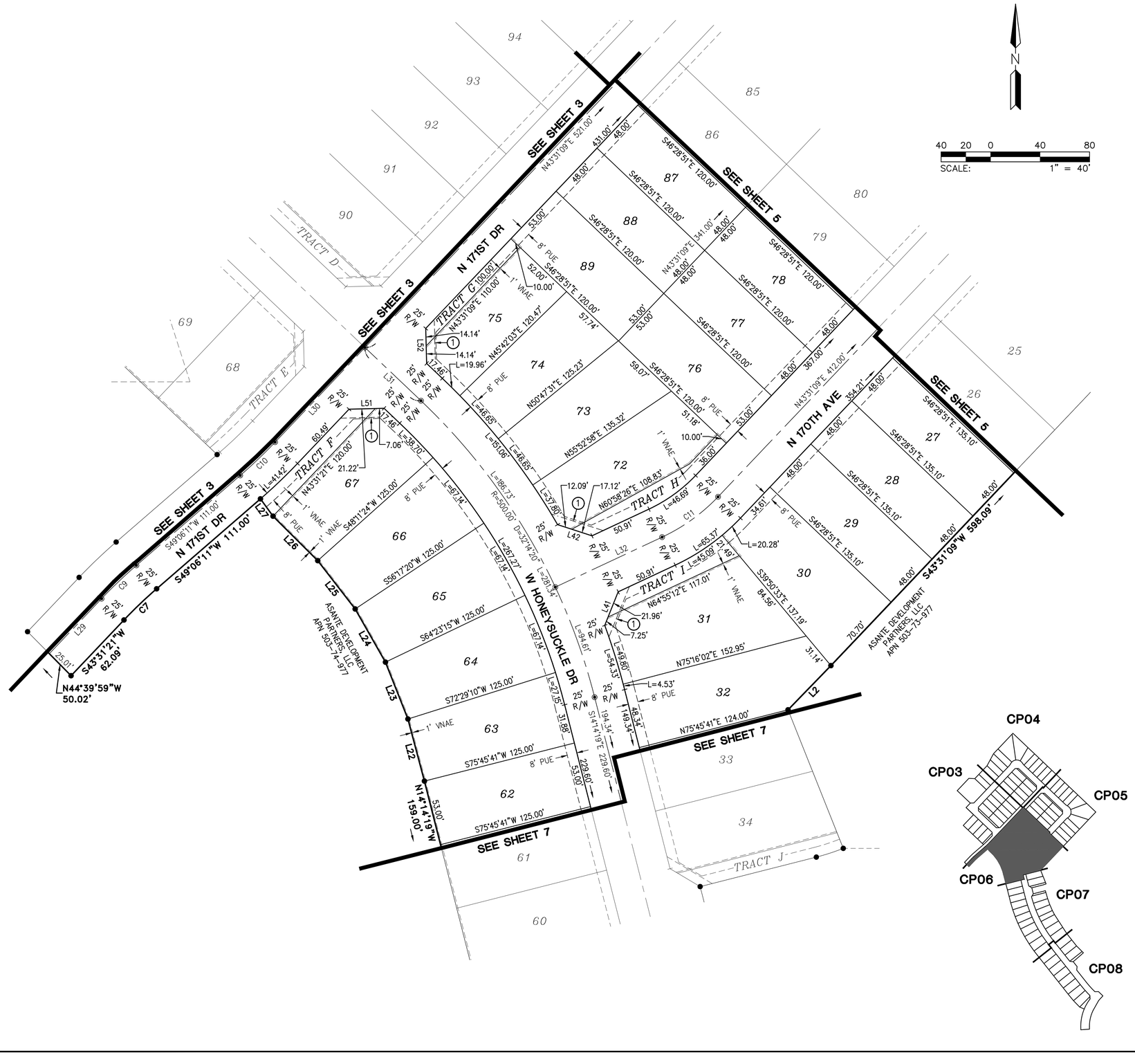

LEGEND

○	FOUND MONUMENT AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
◉	SET BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
— — —	SECTION LINE
———	CENTER LINE
— - —	RIGHT OF WAY
———	PARCEL LINE
- - - -	EASEMENT LINE
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
⟨1⟩	DRAINAGE EASEMENT DOC. 2009-0486176, MCR TO BE ABANDONED HEREON

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L2	S44°08'00"W	49.78'
L22	N14°52'12"W	51.88'
L23	N21°33'48"W	49.43'
L24	N29°39'43"W	49.43'
L25	N37°45'38"W	49.43'
L26	N45°10'19"W	50.95'
L27	N35°58'23"W	17.30'
L29	S43°31'21"W	61.30'
L30	S43°31'09"W	626.49'
L31	N46°28'39"W	62.46'
L32	N64°55'12"E	95.31'
L41	S21°49'56"W	29.21'
L42	S71°59'31"E	29.21'
L51	N88°31'15"E	28.28'
L52	S01°28'45"E	28.29'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C7	375.00'	5°34'50"	36.52'
C9	400.00'	5°34'50"	38.96'
C10	400.00'	5°35'02"	38.98'
C11	150.00'	21°24'03"	56.03'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J. BENEDICT
8/21/24.
Date Signed
ARIZONA, U.S.A.

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ASANTE PLANNING AREA 4 - UNIT 3.7A
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SURPRISE, ARIZONA

CORRECTIVE PLAT

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PROJ. NO.: 1909	STATUS:
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DRAWN: MRM/GS	FS23-1032
APPROVED: BJB	

DWG. NO.
CP06
SHT. 6 OF 8

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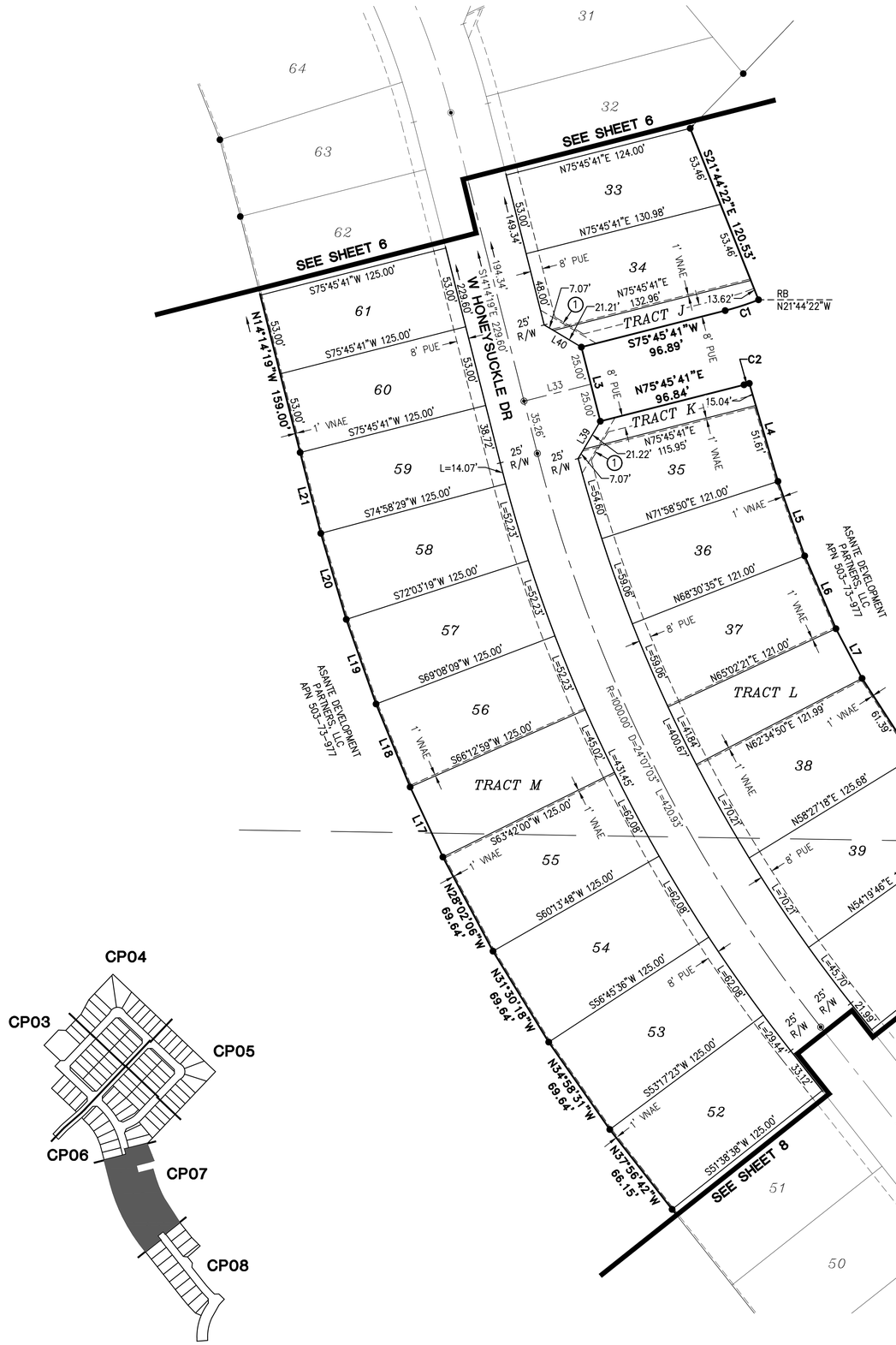

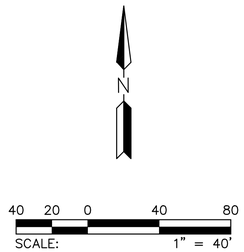

LEGEND

○	FOUND MONUMENT AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
◉	SET BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
— — —	SECTION LINE
——— – ———	CENTER LINE
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———	PARCEL LINE
- - - - - - - - - -	EASEMENT LINE
R/W	RIGHT–OF–WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON–ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
◇1	DRAINAGE EASEMENT DOC. 2009–0486176, MCR TO BE ABANDONED HEREON

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L3	S14°18'01"E	50.00'
L4	S16°18'10"E	66.65'
L5	S19°45'18"E	51.72'
L6	S23°13'32"E	51.72'
L7	S27°44'10"E	36.63'
L17	N25°02'30"W	50.50'
L18	N22°19'26"W	58.59'
L19	N19°24'16"W	58.59'
L20	N16°29'06"W	58.59'
L21	N14°21'09"W	54.51'
L33	N75°45'41"E	45.03'
L39	S30°46'11"W	28.29'
L40	S59°14'19"E	28.28'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	175.00'	7°30'03"	22.91'
C2	225.00'	0°54'32"	3.57'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J. BENEDICT
8/21/24
Date Signed
ARIZONA, U.S.A.

U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.7A (REPLAT)\1909-AU3.7A-RP07.dwg 8/14/2024 3:47 PM

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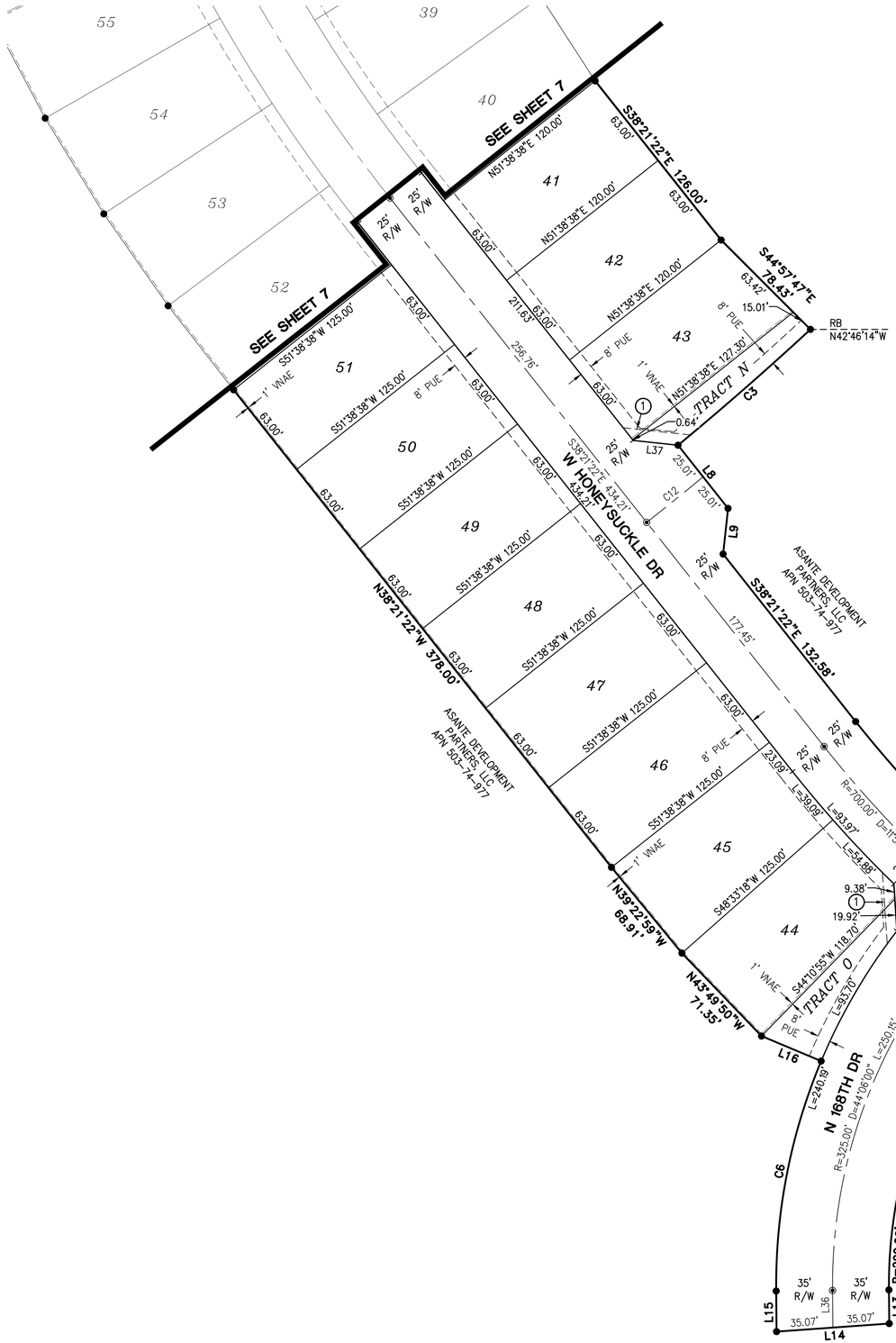
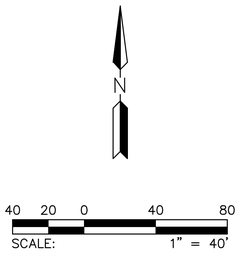
ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

PROJ. NO.: 1909
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN: MRM/CS
APPROVED: BJB
STATUS:
MUNICIPAL TRACKING NO: FS23-1032

DWG. NO.
CP07
SHT. 7 OF 8





LEGEND

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▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
◉	SET BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
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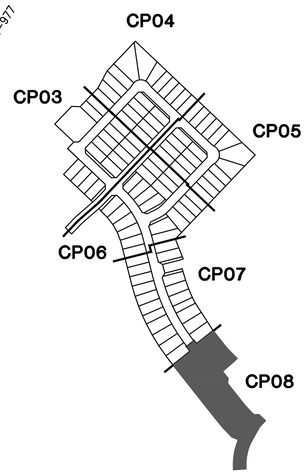
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
◇1	DRAINAGE EASEMENT DOC. 2009–0486176, MCR TO BE ABANDONED HEREON

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L8	S38°21'22"E	50.01'
L9	S06°10'37"W	28.51'
L10	N88°03'41"E	28.51'
L11	S46°28'51"E	50.00'
L12	S43°31'09"W	22.96'
L13	S00°34'51"E	20.89'
L14	S85°54'42"W	70.13'
L15	N00°34'51"W	25.18'
L16	N67°16'01"W	40.14'
L34	S43°31'09"W	53.34'
L35	S43°31'09"W	9.51'
L36	N00°34'51"W	23.04'
L37	S83°50'04"E	28.05'
L38	S03°40'12"E	29.30'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C3	1975.00'	3°10'02"	109.17'
C4	675.00'	8°11'22"	96.48'
C5	375.00'	4°38'48"	30.41'
C6	360.00'	23°18'50"	146.49'
C12	2000.00'	1°17'21"	45.00'



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ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

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STATUS:
MUNICIPAL TRACKING NO: FS23–1032

DWG. NO. CP08
SHT. 8 OF 8

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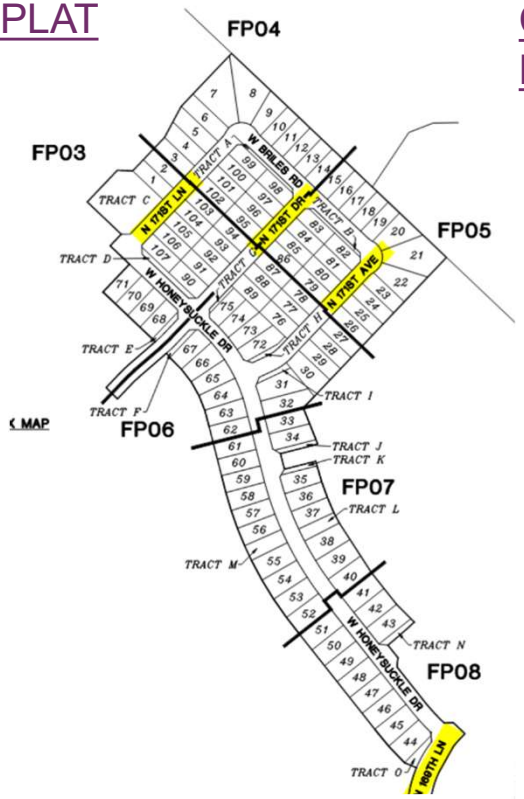
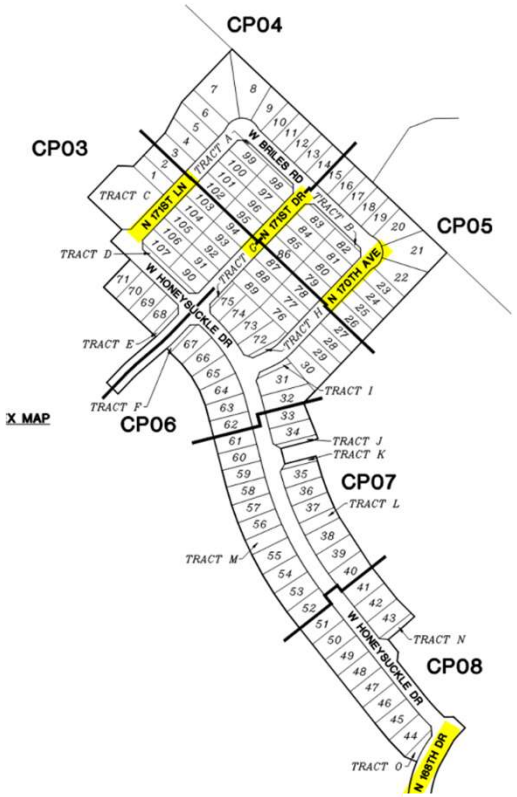
CORRECTIVE PLAT EXHIBIT

FINAL PLAT



CORRECTIVE PLAT

- Revised Street Names



DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND

18 December 2023

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

Ms. Nichole Flores
Planning Project Coordinator
City of Surprise – Community Development
16000 N Civic Center Plaza
Surprise, AZ 85374

RE: FS23-1032; Asante Planning Area 4 Unit 3.7A (APN: 503-74-977)

Dear Ms. Flores

Thank you for the opportunity to comment on the final site application for Asante Planning Area 4, Unit 3.7A. The site sits on approximately 24.1 acres and is located at Cottontail Lane and Happy Valley Road in Surprise, AZ. The request is to plat 107 single-family lots. The parcel is located approximately 2.5 miles outside the Luke AFB Aux-1 2004 65 Ldn, "high noise or accident potential zone", as identified by A.R.S. § 28-8461 and is outside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461. However, the location is unique due to the fact that it lies between the intersection of the "territory in the vicinity of a military airport" for both Luke AFB and Aux-1.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. This request for 107 units with a proposed density of 4.44 du/ac meets the GDC.

Since the parcel is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights a day. A strong notification program on the part of the applicant is essential to inform potential occupants about Luke AFB operations.

If you have any questions, please contact Senior Planner, Ms. Jenn Rahn at (623) 856-9981.

Sincerely

TOALE.CHRISTOPHER.P.1039696165 Digitally signed by TOALE.CHRISTOPHER.P.1039696165 Date: 2023.12.18 09:05:21 -07'00'

CHRISTOPHER P. TOALE

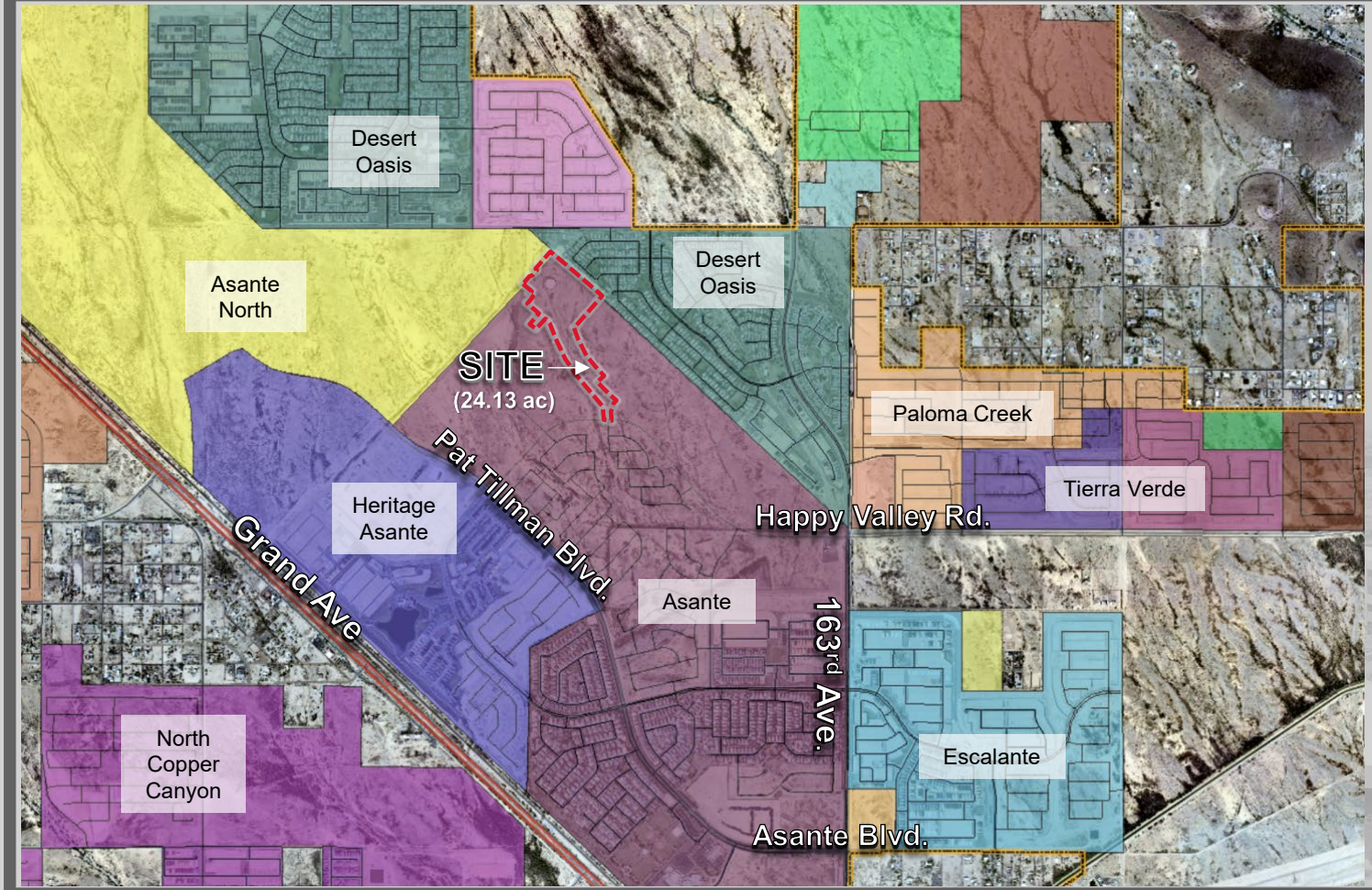
cc:
Colonel Keagan L. McLeese, Deputy Commander, 56th Fighter Wing
Ms. Demetria Themistocles, General Law Attorney, 56th Fighter Wing

SURPRISE
ARIZONA

FS23-1032
Asante PA 4 Unit 3.7A
Corrective Plat

City Council

November 4, 2024



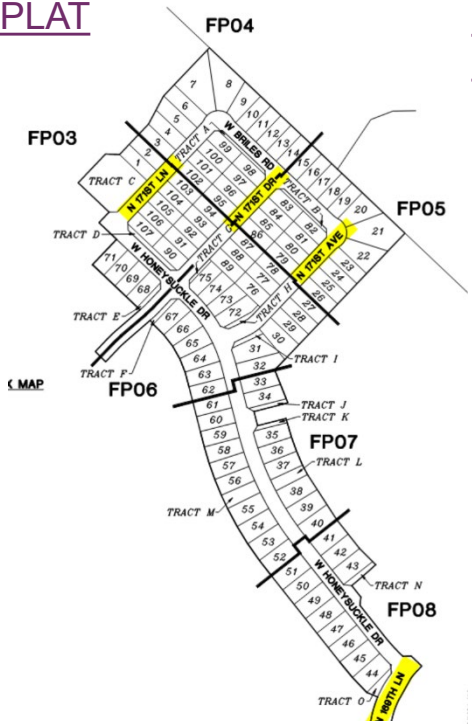
VICINITY MAP

RM-9
PUD
RM-9
PUD
PAD
Desert Oasis
RM-9
PUD
PAD
Asante
RM-6
PUD
PAD
Asante
Pat Tillman Blvd.
RM-9
PUD
Grand Ave
Happy Valley Rd.
PAD
Asante
163rd Ave.
Asante Blvd.

ZONING MAP

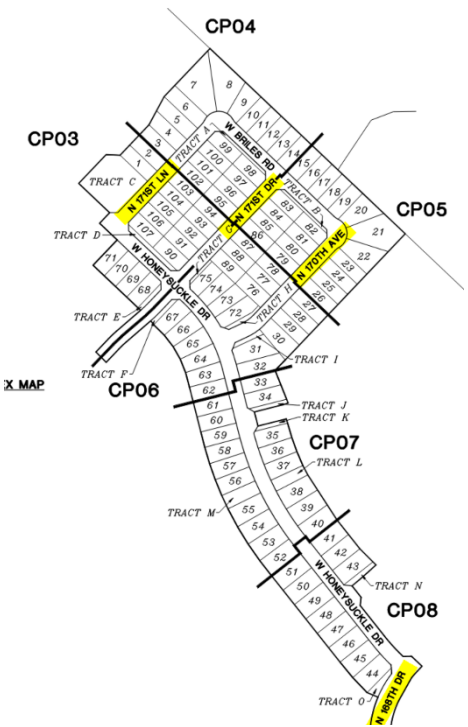
CORRECTIVE PLAT EXHIBIT

FINAL PLAT



CORRECTIVE PLAT

- Revised Street Names



LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP ACCEPTED AS THE SOUTH-WEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, FROM WHICH A FOUND GLO BRASS CAP ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 36 BEARS SOUTH 89°42'45" EAST, 2639.48 FEET;
THENCE SOUTH 89°40'45" EAST, 807.64 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO THE NORTHWEST CORNER OF SAID SECTION 1;
THENCE LEAVING SAID SOUTH LINE, SOUTH 00°46'15" WEST, 1132.45 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1;
THENCE LEAVING SAID WEST LINE, SOUTH 89°13'15" EAST, 273.69 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 43°31'21" EAST, 136.86 FEET;
THENCE SOUTH 67°27'03" EAST, 47.79 FEET;
THENCE NORTH 43°31'21" EAST, 144.00 FEET;
THENCE SOUTH 28°53'35" EAST, 139.89 FEET;
THENCE NORTH 43°31'21" EAST, 228.04 FEET;
THENCE SOUTH 46°28'01" EAST, 634.07 FEET;
THENCE SOUTH 43°31'06" WEST, 598.09 FEET;
THENCE SOUTH 44°09'06" WEST, 49.78 FEET;
THENCE SOUTH 21°44'22" EAST, 120.53 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET, THE CENTER OF WHICH BEARS NORTH 21°44'22" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°30'03", AN ARC LENGTH OF 22.91 FEET TO A NON-TANGENT LINE;
THENCE SOUTH 75°46'14" WEST, 36.89 FEET;
THENCE SOUTH 14°19'01" EAST, 50.00 FEET;
THENCE NORTH 75°46'41" EAST, 96.84 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 225.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°34'39", AN ARC LENGTH OF 80.81 FEET TO A NON-TANGENT LINE;
THENCE SOUTH 15°19'13" EAST, 66.85 FEET;
THENCE SOUTH 19°45'16" EAST, 51.72 FEET;
THENCE SOUTH 23°13'32" EAST, 51.72 FEET;
THENCE SOUTH 27°44'10" EAST, 56.53 FEET;
THENCE SOUTH 32°56'26" EAST, 194.66 FEET;
THENCE SOUTH 38°31'22" EAST, 126.00 FEET;
THENCE SOUTH 44°57'47" EAST, 78.43 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1975.00 FEET, THE CENTER OF WHICH BEARS NORTH 42°46'14" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°01'32", AN ARC LENGTH OF 103.17 FEET TO A NON-TANGENT LINE;
THENCE SOUTH 38°31'22" EAST, 90.00 FEET;
THENCE SOUTH 06°59'37" WEST, 29.51 FEET;
THENCE SOUTH 38°31'22" EAST, 132.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 675.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°17'25", AN ARC LENGTH OF 96.48 FEET TO A NON-TANGENT LINE;
THENCE NORTH 68°15'41" EAST, 20.50 FEET;
THENCE SOUTH 43°31'06" EAST, 1100.00 FEET;
THENCE SOUTH 43°31'06" WEST, 22.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°38'48", AN ARC LENGTH OF 30.41 FEET TO A NON-TANGENT LINE;
THENCE SOUTH 29°53'50" WEST, 60.64 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 200.00 FEET, THE CENTER OF WHICH BEARS SOUTH 84°06'37" EAST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°28'14", AN ARC LENGTH OF 132.66 FEET TO A TANGENT LINE;
THENCE SOUTH 00°34'51" EAST, 20.89 FEET;
THENCE SOUTH 80°54'40" WEST, 70.13 FEET;
THENCE NORTH 30°34'51" WEST, 28.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 350.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°18'56", AN ARC LENGTH OF 148.99 FEET TO A NON-TANGENT LINE;
THENCE NORTH 67°50'01" WEST, 40.14 FEET;
THENCE NORTH 43°49'50" WEST, 71.35 FEET;
THENCE NORTH 39°22'59" WEST, 68.81 FEET;
THENCE NORTH 38°31'22" WEST, 376.00 FEET;
THENCE NORTH 37°56'42" WEST, 68.15 FEET;
THENCE NORTH 34°56'31" WEST, 69.64 FEET;
THENCE NORTH 31°30'18" WEST, 69.64 FEET;
THENCE NORTH 28°02'06" WEST, 69.64 FEET;
THENCE NORTH 25°03'30" WEST, 50.56 FEET;
THENCE NORTH 22°19'25" WEST, 58.59 FEET;
THENCE NORTH 19°24'16" WEST, 58.59 FEET;
THENCE NORTH 16°29'06" WEST, 58.59 FEET;
THENCE NORTH 14°21'39" WEST, 54.01 FEET;
THENCE NORTH 14°14'19" WEST, 159.02 FEET;
THENCE NORTH 14°53'12" WEST, 51.66 FEET;
THENCE NORTH 21°33'49" WEST, 49.43 FEET;
THENCE NORTH 29°09'43" WEST, 49.43 FEET;
THENCE NORTH 37°40'36" WEST, 49.43 FEET;
THENCE NORTH 45°13'18" WEST, 50.95 FEET;
THENCE NORTH 30°58'23" WEST, 17.30 FEET;
THENCE SOUTH 49°06'11" WEST, 111.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°31'39", AN ARC LENGTH OF 167.09 FEET TO A TANGENT LINE;
THENCE SOUTH 43°31'21" WEST, 62.68 FEET;
THENCE NORTH 44°39'06" WEST, 62.50 FEET;
THENCE NORTH 43°31'21" EAST, 62.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 425.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°34'59", AN ARC LENGTH OF 41.39 FEET TO A TANGENT LINE;
THENCE NORTH 49°06'11" EAST, 157.87 FEET;
THENCE NORTH 45°28'26" WEST, 224.93 FEET;
THENCE NORTH 43°31'21" EAST, 170.00 FEET;
THENCE NORTH 45°28'26" WEST, 83.00 FEET;
THENCE NORTH 43°31'21" EAST, 53.00 FEET;
THENCE NORTH 46°28'26" WEST, 146.10 FEET TO THE **POINT OF BEGINNING**.

AREAS

ROW AREA =	242,122.59 SQ. FT.	5.5584 ACRES
TRACTS A-O AREA =	61,358.50 SQ. FT.	1.4085 ACRES
LOT AREA =	747,436.92 SQ. FT.	17.1586 ACRES
GROSS AREA =	1,050,916.92 SQ. FT.	24.1257 ACRES
NET AREA =	808,794.55 SQ. FT.	18.5674 ACRES
DENSITY (GROSS) =		4.4 D.U. / ACRE
DENSITY (NET) =		5.8 D.U. / ACRE

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	6243	0.1433
LOT : 2	6243	0.1433
LOT : 3	6243	0.1433
LOT : 4	7274	0.1670
LOT : 5	8042	0.1846
LOT : 6	8344	0.1915
LOT : 7	16287	0.3739
LOT : 8	14668	0.3367
LOT : 9	7252	0.1867
LOT : 10	6000	0.1377
LOT : 11	6000	0.1377
LOT : 12	6000	0.1377
LOT : 13	6000	0.1377
LOT : 14	6000	0.1377
LOT : 15	6000	0.1377
LOT : 16	6000	0.1377
LOT : 17	6000	0.1377
LOT : 18	6000	0.1377
LOT : 19	6089	0.1398
LOT : 20	8651	0.1986

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 21	15691	0.3602
LOT : 22	9801	0.2250
LOT : 23	6471	0.1486
LOT : 24	6465	0.1489
LOT : 25	6465	0.1489
LOT : 26	6465	0.1489
LOT : 27	6465	0.1489
LOT : 28	6465	0.1489
LOT : 29	6465	0.1489
LOT : 30	6497	0.1951
LOT : 31	9127	0.2095
LOT : 32	8173	0.1876
LOT : 33	6757	0.1551
LOT : 34	7114	0.1633
LOT : 35	6729	0.1545
LOT : 36	6716	0.1542
LOT : 37	6716	0.1542
LOT : 38	8164	0.1874
LOT : 39	8255	0.1895
LOT : 40	7955	0.1826

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 41	7560	0.1736
LOT : 42	7560	0.1736
LOT : 43	7760	0.1788
LOT : 44	8269	0.1898
LOT : 45	8172	0.1876
LOT : 46	7875	0.1808
LOT : 47	7875	0.1808
LOT : 48	7875	0.1808
LOT : 49	7875	0.1808
LOT : 50	7875	0.1808
LOT : 51	7875	0.1808
LOT : 52	8024	0.1844
LOT : 53	8008	0.1884
LOT : 54	8008	0.1884
LOT : 55	8008	0.1884
LOT : 56	6912	0.1587
LOT : 57	6912	0.1587
LOT : 58	6912	0.1587
LOT : 59	6704	0.1539
LOT : 60	6825	0.1521

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 61	6825	0.1521
LOT : 62	6825	0.1521
LOT : 63	6944	0.1594
LOT : 64	7267	0.1668
LOT : 65	7267	0.1668
LOT : 66	7267	0.1668
LOT : 67	7014	0.1610
LOT : 68	6348	0.1457
LOT : 69	6360	0.1460
LOT : 70	6360	0.1460
LOT : 71	6360	0.1460
LOT : 72	7361	0.1690
LOT : 73	6825	0.1567
LOT : 74	6377	0.1464
LOT : 75	6519	0.1259
LOT : 76	6360	0.1460
LOT : 77	5760	0.1322
LOT : 78	5760	0.1322
LOT : 79	5760	0.1322
LOT : 80	5760	0.1322

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 81	5760	0.1322
LOT : 82	5710	0.1311
LOT : 83	5710	0.1311
LOT : 84	5760	0.1322
LOT : 85	5760	0.1322
LOT : 86	5760	0.1322
LOT : 87	5760	0.1322
LOT : 88	5760	0.1322
LOT : 89	6360	0.1460
LOT : 90	6467	0.1485
LOT : 91	5880	0.1350
LOT : 92	5880	0.1350
LOT : 93	5880	0.1350
LOT : 94	5880	0.1350
LOT : 95	5880	0.1350
LOT : 96	5880	0.1350
LOT : 97	5880	0.1350
LOT : 98	5830	0.1338
LOT : 99	5830	0.1338
LOT : 100	5880	0.1350

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 101	5880	0.1350
LOT : 102	5880	0.1350
LOT : 103	5880	0.1350
LOT : 104	5880	0.1350
LOT : 105	5880	0.1350
LOT : 106	5880	0.1350
LOT : 107	6466	0.1484

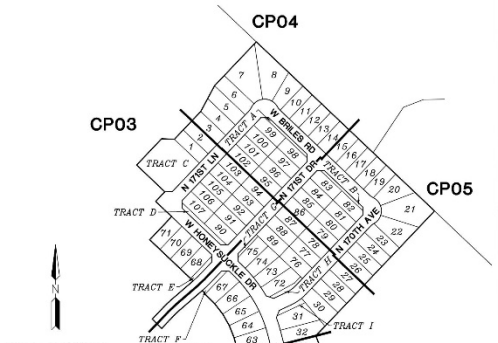
TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	0.0482	COMMON AREA
TRACT B	0.0482	COMMON AREA
TRACT C	0.6228	COMMON AREA & DRAINAGE
TRACT D	0.0740	COMMON AREA
TRACT E	0.0364	COMMON AREA
TRACT F	0.0389	COMMON AREA
TRACT G	0.0241	COMMON AREA
TRACT H	0.0418	COMMON AREA
TRACT I	0.0389	COMMON AREA
TRACT J	0.0433	COMMON AREA
TRACT K	0.0373	COMMON AREA
TRACT L	0.1395	COMMON AREA
TRACT M	0.1368	COMMON AREA
TRACT N	0.0498	COMMON AREA
TRACT O	0.0584	COMMON AREA

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

FLOOD ZONE DESIGNATION

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

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C2121L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.



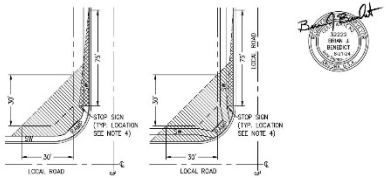
SHEET INDEX MAP
N.T.S.

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 20 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.
2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.
3. BASES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
   A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
   B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
4. STOP SIGN SHALL BE INSTALLED AT 3' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT



LOCAL STREET SIGHT VISIBILITY TRIANGLES

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HILGARTWILSON, LLC
2141 E. BASELINE ROAD, SUITE 203 • TEMPE, ARIZONA 85283 • 480.635.1539
2141 E. BASELINE ROAD, SUITE 154 • PHOENIX, ARIZONA 85042 • 602.490.0535
WWW.HILGARTWILSON.COM

ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

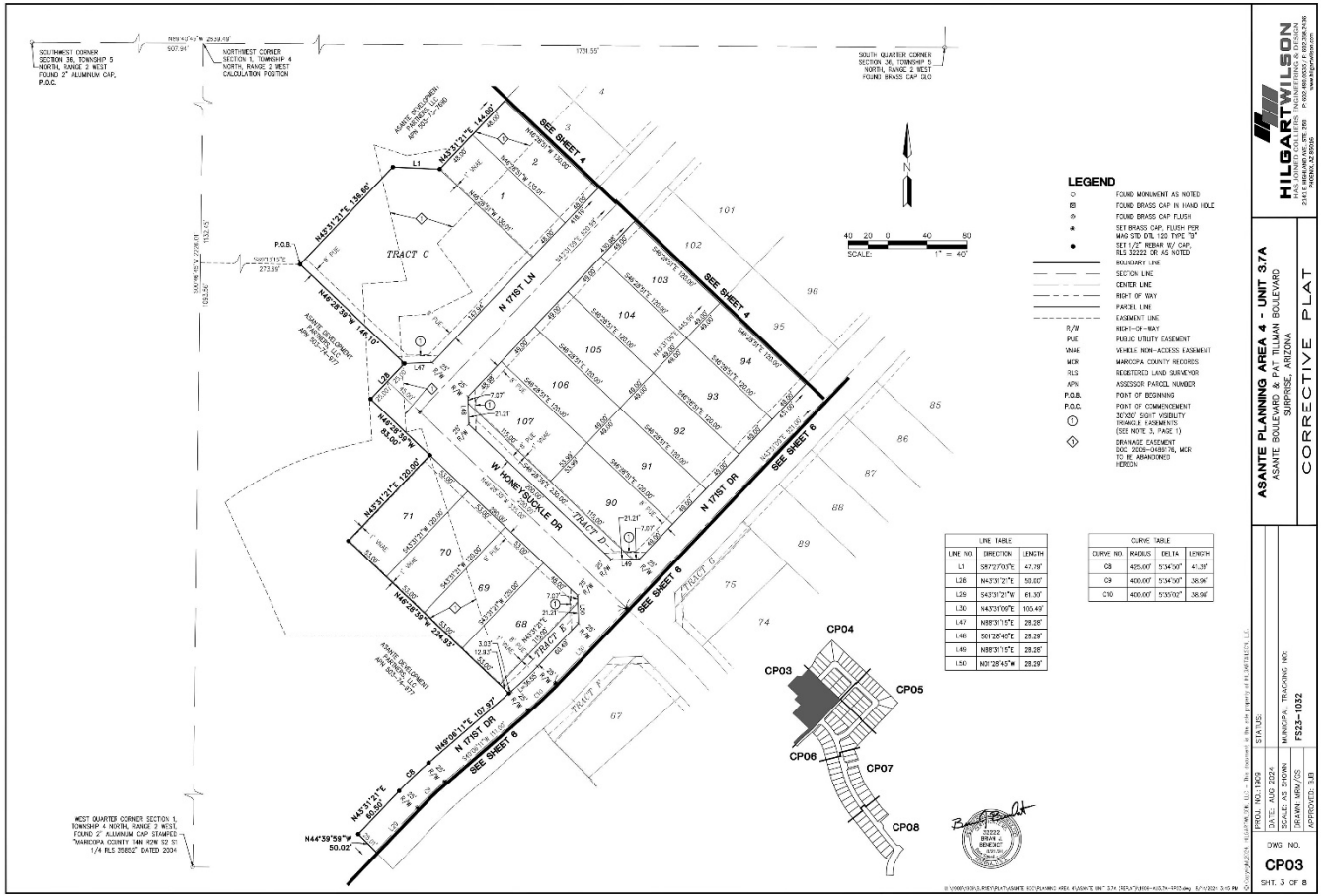
CORRECTIVE PLAT

PROJ. NO. 19109
DATE: AUG 2024
SCALE: NONE
DRAWN: MSW/JS
APPROVED: ELB

STATUS: MUNICIPAL TRACKING NO: FS23-1032

DWG. NO.
CP02
SHT. 2 OF 8

G:\19109\CIVIL\PLAT\ASANTE 3.7\PLANNING AREA 4\ASANTE UNIT 3.7A CRP\ASANTE 3.7A CRP.dwg, 8/1/2024 3:44 PM

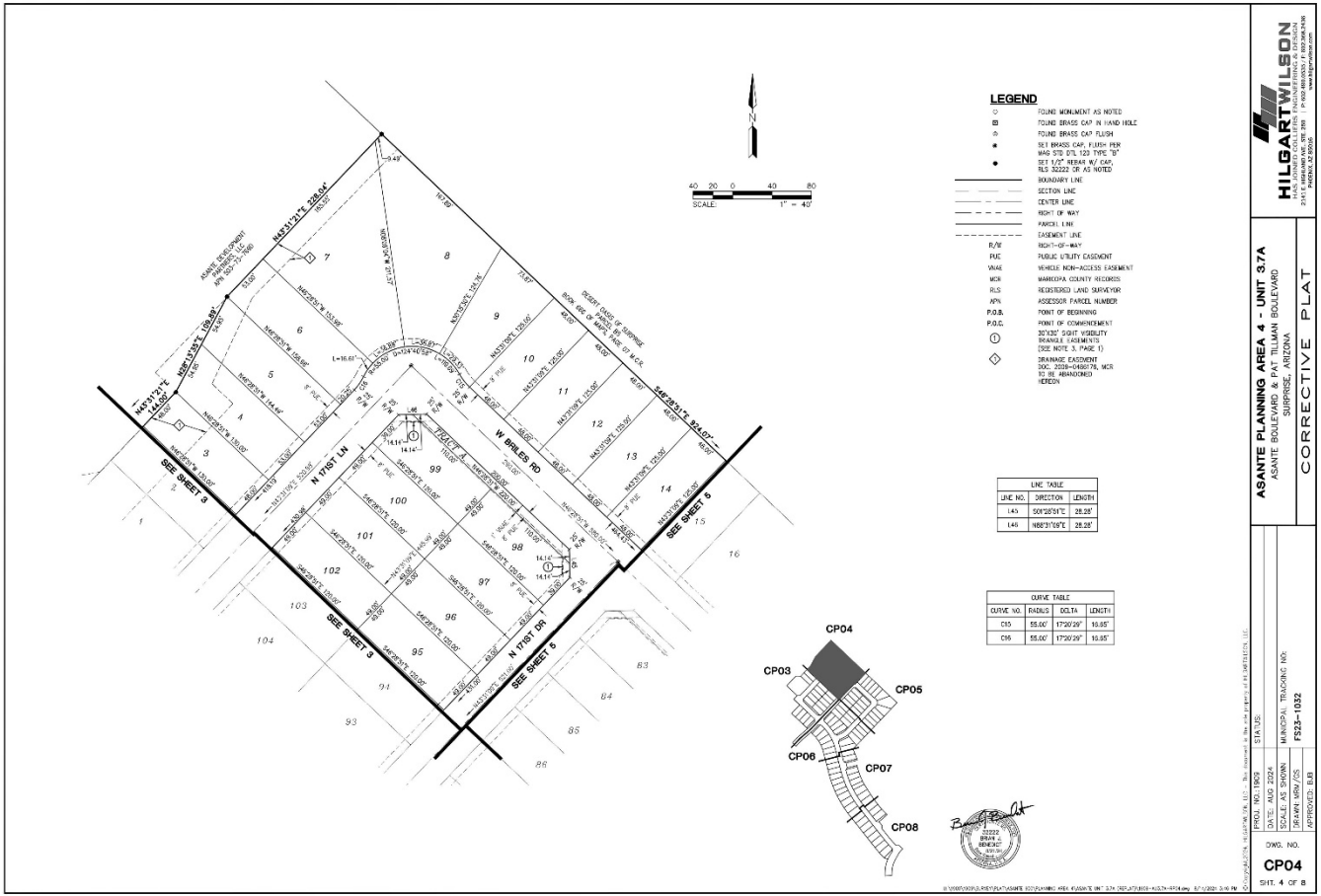


LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S87°27'03"E	47.78'
L28	N43°31'21"E	50.00'
L29	S43°31'21"W	61.30'
L30	N43°31'09"E	103.49'
L47	N89°31'15"E	28.28'
L48	S01°28'45"E	28.28'
L49	N89°31'15"E	28.28'
L50	N01°28'45"W	28.28'

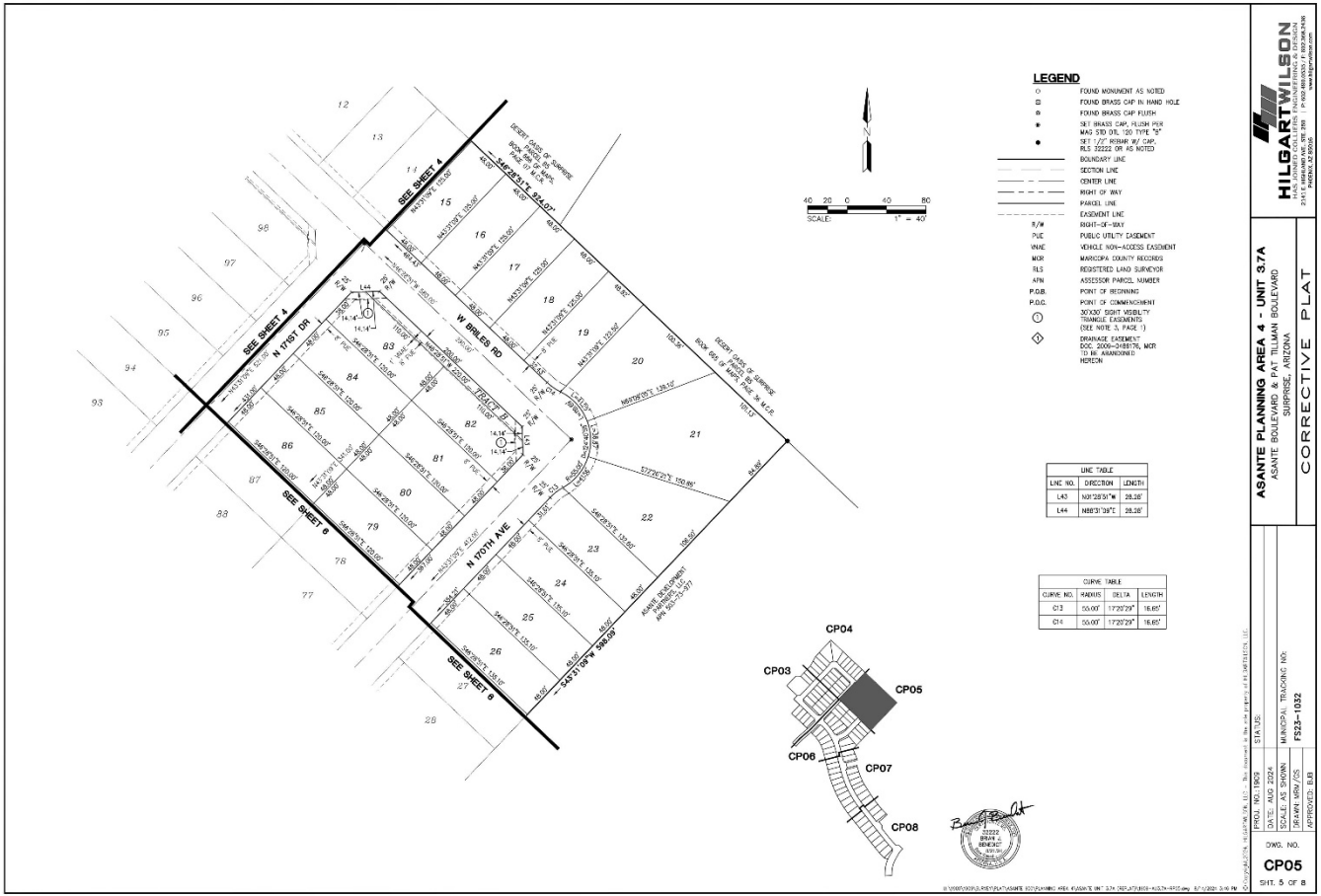
CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C8	425.00'	5°34'00"	41.38'
C9	400.00'	5°34'00"	38.96'
C10	400.00'	5°35'02"	38.98'

HILGARTWILSON
ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
CORRECTIVE PLAT
PROJ. NO. 19CS
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN: MRM/TS
APPROVED: ELB
STATUS: MUNICIPAL TRACKING NO: FS23-1032
DWG. NO. CP03
SHT. 3 OF 8

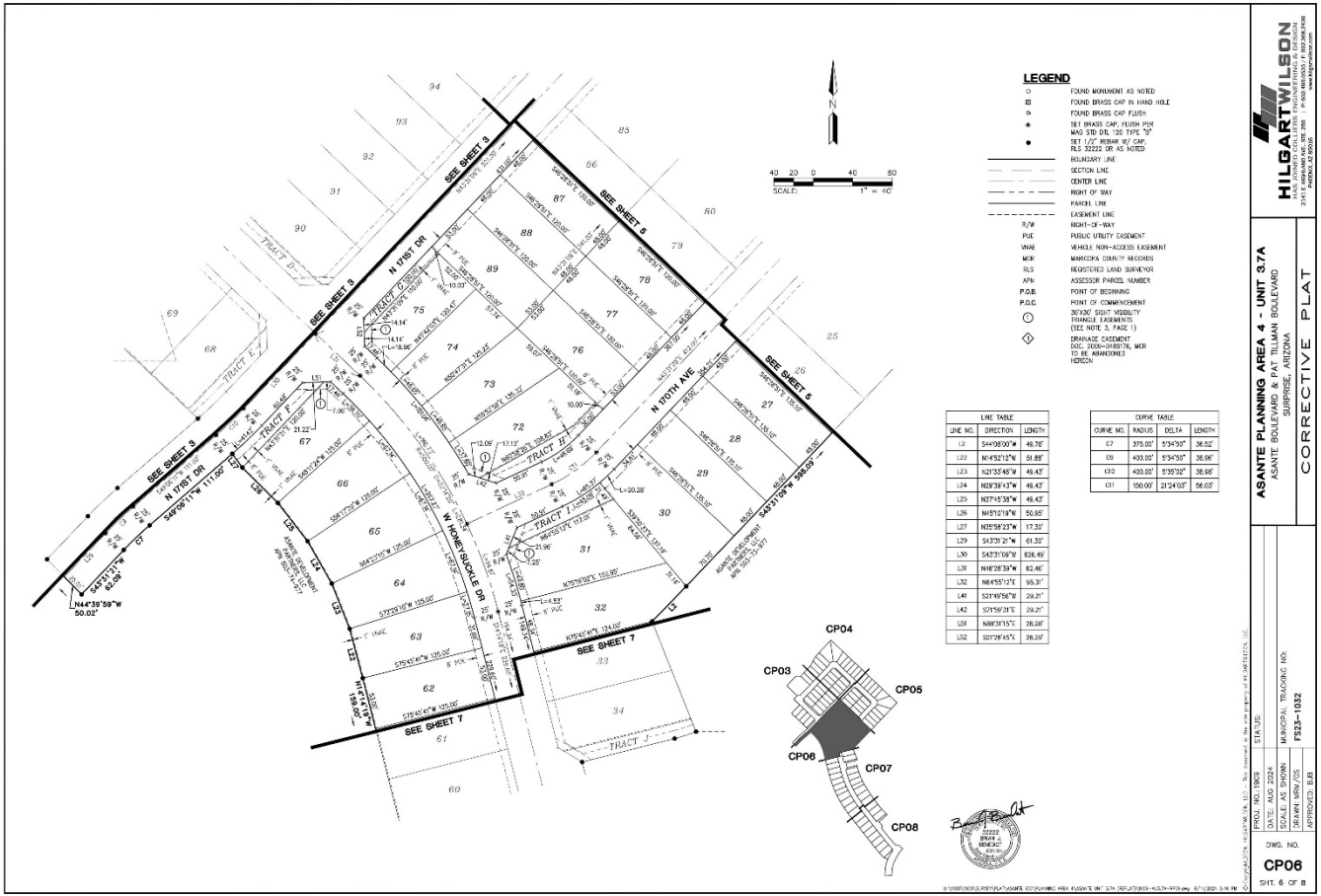
CORRECTIVE PLAT



CORRECTIVE PLAT



CORRECTIVE PLAT



LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- R/W — RIGHT-OF-WAY
- PUE — PUBLIC UTILITY EASEMENT
- VNAE — VEHICLE NON-ACCESS EASEMENT
- MCR — MARICOPA COUNTY RECORDER
- RLS — REGISTERED LAND SURVEYOR
- APN — ASSESSOR PARCEL NUMBER
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- DRAINAGE EASEMENT DOC. 2006-0488176, MCR TO BE ABANDONED HEREON

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L2	S44°08'00"W	46.76'
L22	N14°52'12"W	51.88'
L23	N21°33'46"W	46.43'
L24	N29°39'43"W	46.43'
L25	N37°45'38"W	46.43'
L26	N45°12'19"W	50.95'
L27	N35°58'23"W	17.33'
L29	S43°31'21"W	61.33'
L30	S43°31'09"W	626.49'
L31	N16°28'39"W	82.46'
L32	N86°55'12"E	95.31'
L41	S31°49'58"W	29.21'
L42	S71°59'31"E	29.21'
L51	N89°31'15"E	28.58'
L52	S01°28'45"E	28.58'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C7	375.00'	5°34'50"	36.52'
C9	403.00'	5°34'50"	38.96'
C10	403.00'	5°35'02"	38.98'
C11	150.00'	21°24'03"	56.03'

32222
BRIAN
BENEDICT
01-31-2025

HILGARTWILSON
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www.hilgartwilson.com

ASANTE PLANNING AREA 4 - UNIT 3.7A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

PROJ. NO. 19109
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN BY: MS
APPROVED: BJB

STATUS:
MUNICIPAL TRACKING NO.
FS23-1032

DWG. NO.
CP06
SHT. 6 OF 8

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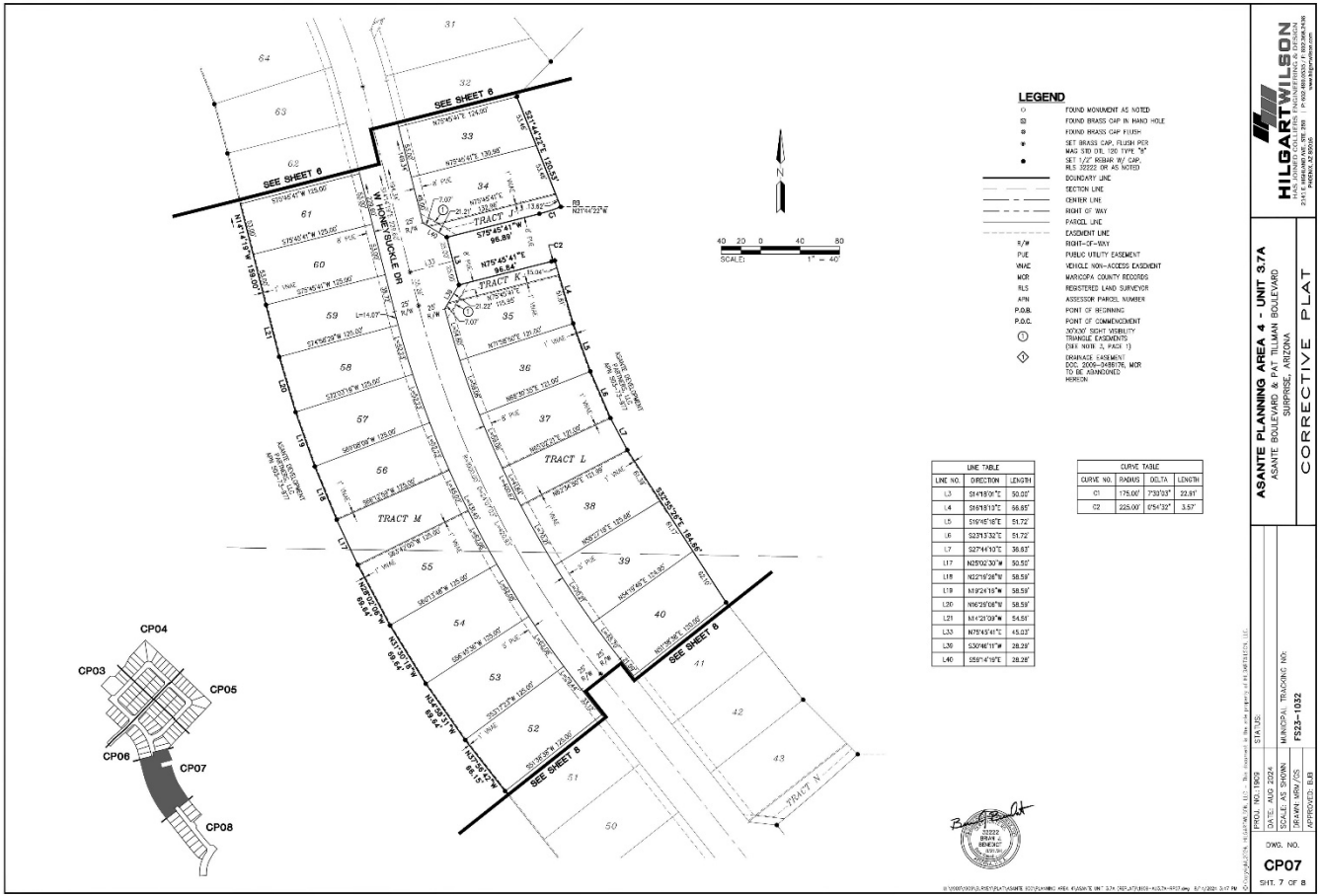
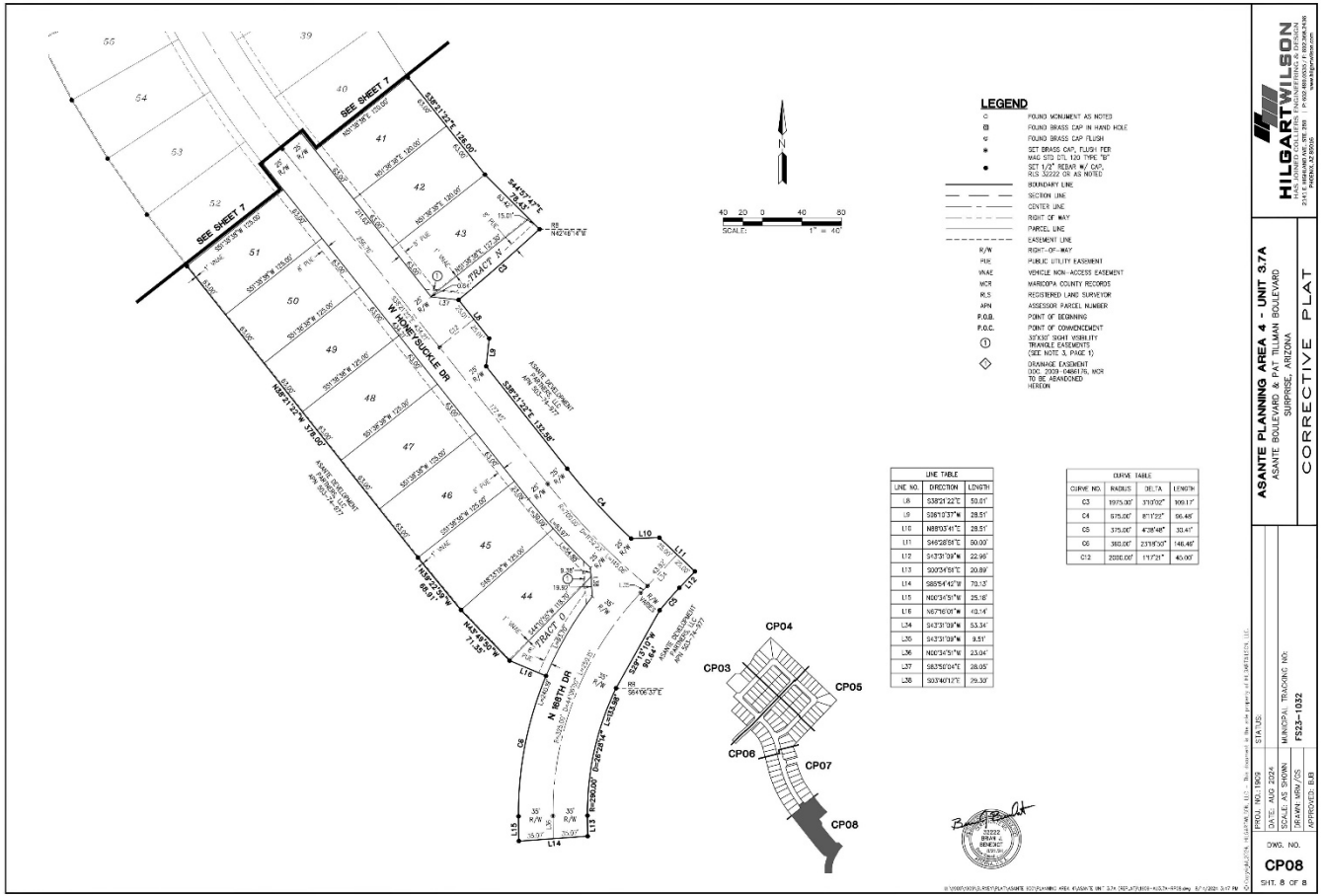
CORRECTIVE PLAT



CORRECTIVE PLAT



CORRECTIVE PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Corrective Plat entitled, "Asante Unit 3.7B, Unit 3.7C and Unit 3.8A" and dated August 21, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard; Case FS23-1073.

Motion:
I move to approve the Corrective Plat entitled, "Asante Unit 3.7B, Unit 3.7C and Unit 3.8A" and dated August 21, 2024; Case FS23-1073.

Background:
Diego Ortiz, with Colliers Engineering and Design, seeks approval of a Final Plat of Asante Planning Area 4 Units 3.7B, 3.7C & 3.8A. The proposed Corrective Plat will correct street names for consistency with the City's current roadway alignment and addressing.

Objective Analysis:
The subject Corrective Plat meets the requirements of the Asante PAD, in addition to other requirements as set forth in the Surprise Municipal Code. All City reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
This proposed Corrective Plat is consistent with the Surprise General Plan 2040, Asante PAD, and the Land Development Ordinance.

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

Budget Impact:
There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00- FS23-1073 Asante PA4 Units 3.7B, 3.7C, & 3.8A Corrective Plat- Staff Report
2. 01 – FS23-1073 Asante PA4 Units 3.7B, 3.7C & 3.8A Corrective Plat - Vicinity Map
3. 02 – FS23-1073 Asante PA4 Units 3.7B, 3.7C & 3.8A Corrective Plat - Zoning Map
4. 03 – FS23-1073 Asante PA4 Units 3.7B, 3.7C & 3.8A Corrective Plat - Corrective Plat
5. 04 – FS23-1073 Asante PA4 Units 3.7B, 3.7C & 3.8A Corrective Plat - Corrective Plat Exhibit
6. 05 – FS23-1073 Asante PA4 Units 3.7B, 3.7C & 3.8A Corrective Plat - Luke AFB Comments
7. FS23-1073 - Asante PA4 Unit 3.7B, 3.7C, & 3.8A - Presentation

SURPRISE
ARIZONA

CORRECTIVE PLAT

REPORT TO CITY COUNCIL

Case:	**FS23-1073**
Project Name:	Asante PA 4 Units 3.7B, 3.7C & 3.8A – Corrective Plat
Council District:	1 - Acacia
City Council Date:	November 4, 2024
Planner:	Leslie Carnie, Planner II
Owner:	Asante Development Partners, LLC
Applicant:	Diego Ortiz with Colliers Engineering & Design
Request:	Corrective Plat to correct street names within Asante PA4 Units 3.7B, 3.7C & 3.8A.
Site Location:	Generally located northeast of Happy Valley Road and Pat Tillman Boulevard.
Site Size:	Approximately 32.96 Acres (Gross)
Net Density:	4.7 DU/Ac (Net)
General Plan Conformance:	The proposed Corrective Plat is consistent with the Surprise General Plan 2040.

Findings:

- The proposed Corrective Plat is consistent with the Asante Planned Area Development (PAD).
- The proposed Corrective Plat is consistent with the Preliminary Plat, case FS23-0141.
- The proposed Corrective Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

Approve – Approval of the proposed Final Corrective will allow the applicant the ability correct the street names as proposed.

Deny – Denial of the requested Corrective Plat will prevent the applicant from correcting the street names as proposed.

PROJECT DESCRIPTION:

Diego Ortiz, with Colliers Engineering and Design, seeks approval of a Corrective Plat of Asante Planning Area 4 Units 3.7B, 3.7C & 3.8A. The proposed Corrective Plat will correct street names for consistency with the city's roadway current alignment and addressing.

SURROUNDING LAND ZONING:

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

RM-9 PUD	PAD – Desert Oasis	PAD – Desert Oasis
PAD - Asante	**PAD – Asante**	PAD – Desert Oasis
RM-9 PUD	PAD – Asante	PAD – Asante

BACKGROUND:

November 3, 1988: City Council approved the annexation (Ordinance 88-24) of the subject property.

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

August 29, 2022: A minor amendment to the Asante PAD was approved administratively under case FS22-0756 to modify street alignments, school and amenity site locations, and development standards.

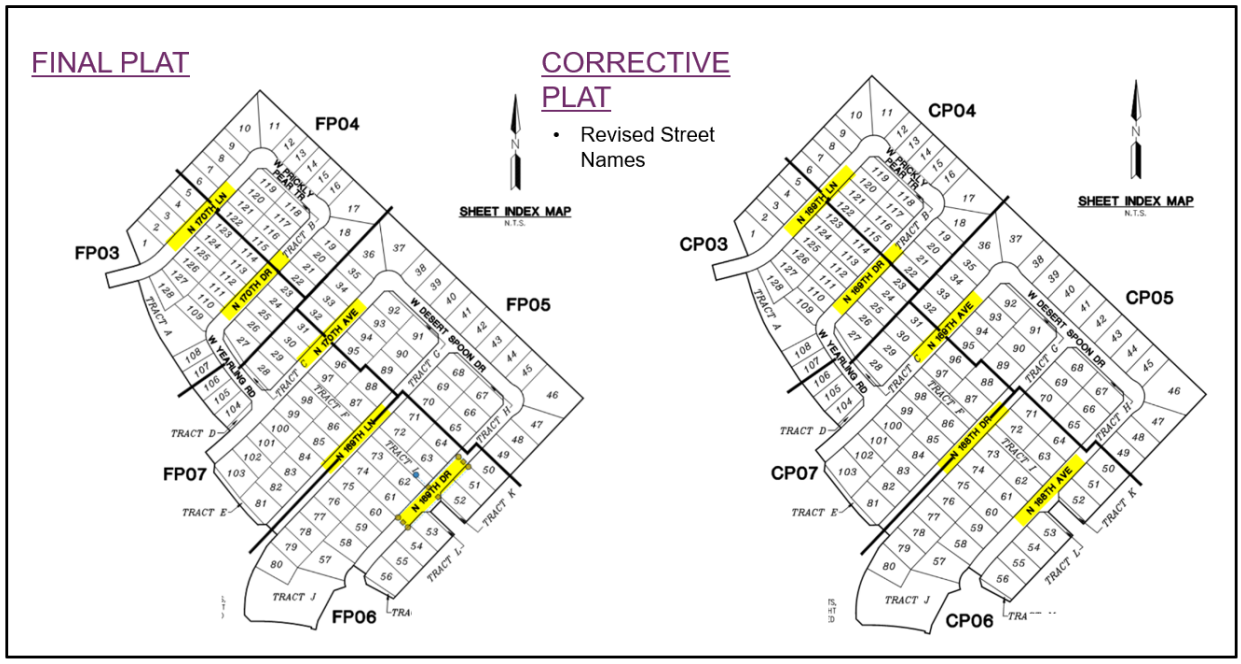
September 07, 2023: The Planning and Zoning Commission approved a Preliminary Plat for Asante Planning Area 4 under case FS23-0141.

December 18, 2023: The applicant filed the subject case, FS23-1073.

May 21, 2024: City Council approved the Final Plat for Asante Planning Area 4 under case FS23-1073.

ANALYSIS AND DISCUSSION:

The subject request includes a Corrective Plat for Planning Area 4, Units 3.7B, 3.7C & 3.8A within the Asante PAD. The Corrective Plat will correct the names of five local roadways within the units. No changes are being made to the plat configuration or area calculations.



Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise
School District:	Dysart Unified School District

Conformance with Adopted Plans:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more. At a net density of 4.7 DU/Ac, this development is consistent with the General Plan in this regard.

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

Summary:

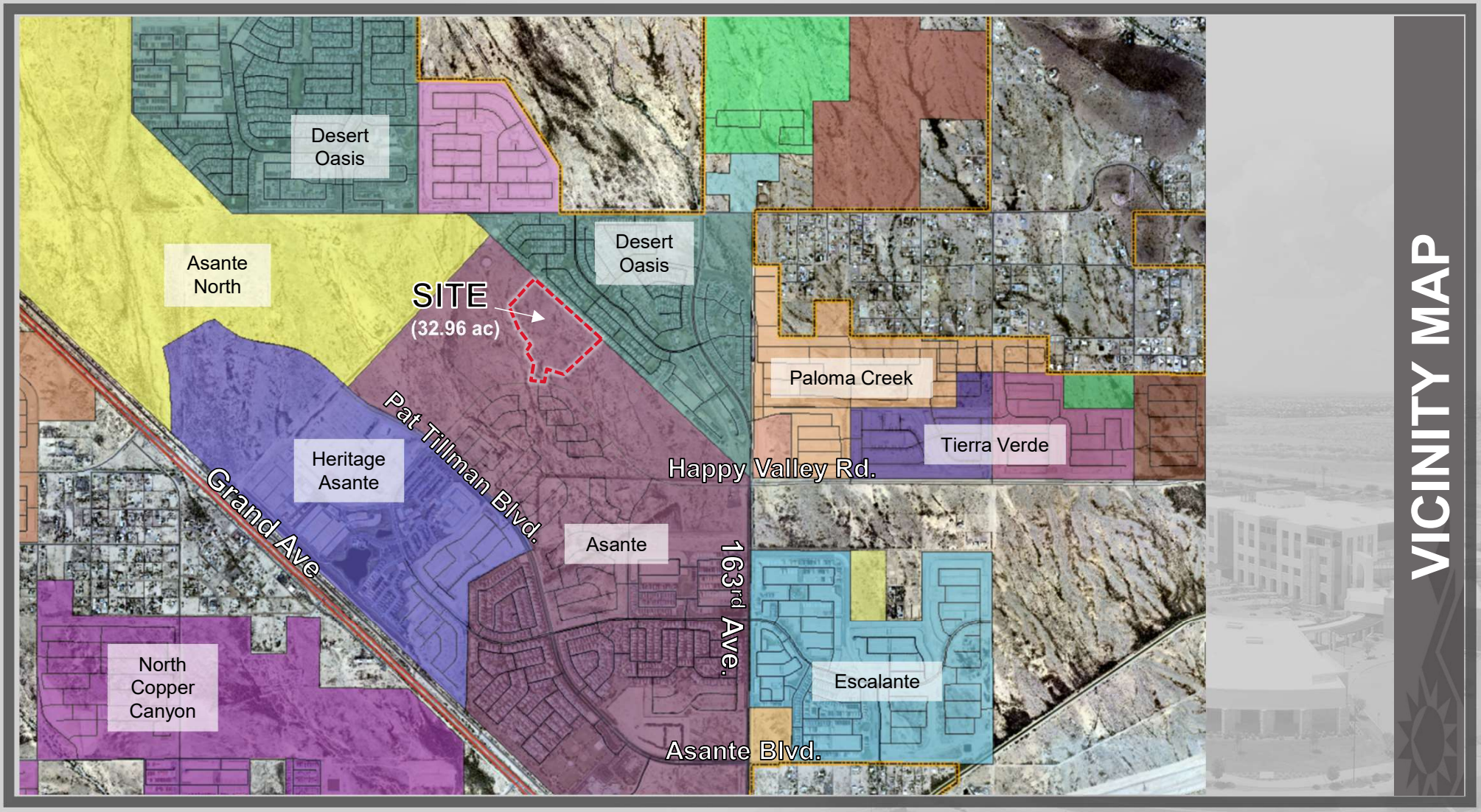
The subject Corrective Plat meets the requirements of the Asante PAD, in addition to other applicable requirements. All city reviewing departments have reviewed the request and expressed no concerns.

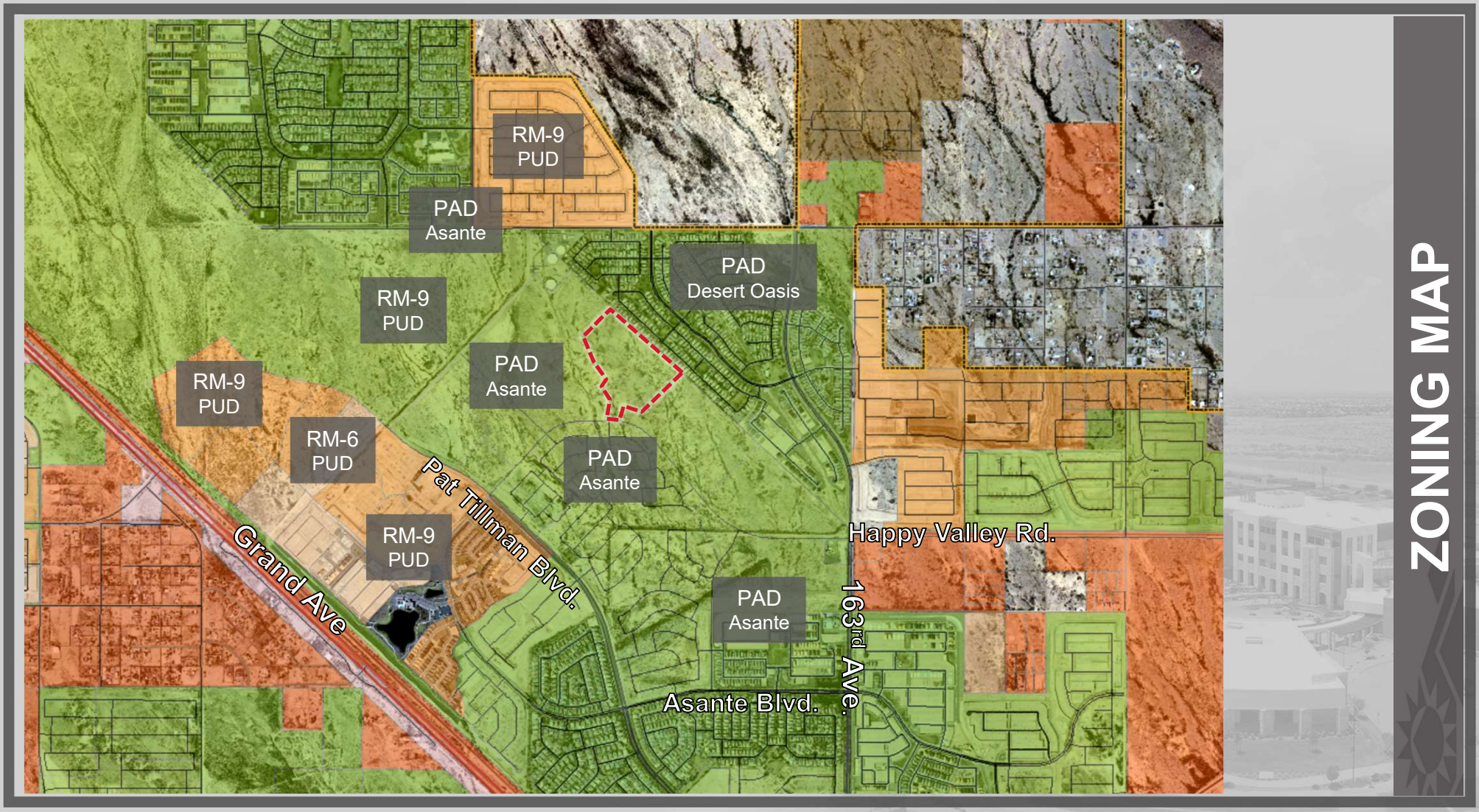
Findings:

- The proposed Corrective Plat is consistent with the Asante PAD.
- The proposed Corrective Plat is consistent with the Preliminary Plat, case FS23-0141.
- The proposed Corrective Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Attachments:

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


Desert Oasis
Asante North
SITE
(32.96 ac)
Desert Oasis
Paloma Creek
Tierra Verde
Pat Tillman Blvd.
Heritage Asante
Grand Ave.
Happy Valley Rd.
Asante
163rd Ave.
North Copper Canyon
Escalante
Asante Blvd.
VICINITY MAP


RM-9
PUD
PAD
Asante
PAD
Desert Oasis
RM-9
PUD
PAD
Asante
RM-9
PUD
RM-6
PUD
PAD
Asante
RM-9
PUD
Pat Tillman Blvd.
Grand Ave
Happy Valley Rd.
PAD
Asante
163rd Ave.
Asante Blvd.

ZONING MAP

CORRECTIVE PLAT
FOR
ASANTE
UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A
SURPRISE, ARIZONA
A CORRECTIVE PLAT OF THE FINAL PLAT OF ASANTE UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A RECORDED BOOK 1802, PAGE 21, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF **"CORRECTIVE PLAT FOR ASANTE – UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A"**, A CORRECTIVE PLAT OF THE FINAL PLAT OF ASANTE UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A RECORDED BOOK 1802, PAGE 21, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID **"CORRECTIVE PLAT FOR ASANTE – UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A"** 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 AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY 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.

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

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

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2024.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**
ITS: MANAGER

BY: _____

NAME: **JEFF GUNDERSON**

TITLE: **VICE PRESIDENT**

ACKNOWLEDGMENT

ON THIS, THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED **JEFF GUNDERSON,** WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT** OF **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** THE MANAGER OF **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AND ACKNOWLEDGED THAT HE, AS SUCH **OFFICER,** BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ _____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, AS THE _____OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH _____, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ _____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

100 YEAR ASSURED WATER SUPPLY

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

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ('LENDERS'), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220831563 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA (**"DEED OF TRUST"**) AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST (**"LENDERS' LIEN"**), FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECORDATION OF THIS FINAL PLAT (**"FINAL PLAT"**), AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT–OF–WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT; WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: _____, 2024.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT FOR LENDERS' CONSENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____. (SEAL)

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

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

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

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE RIGHT OF WAY 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.

OWNER

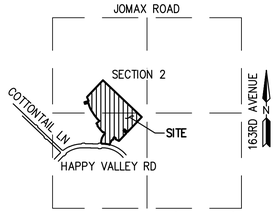
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

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

SHEET INDEX

CP01	COVER SHEET
CP02	LEGAL DESCRIPTION, SHEET INDEX MAP, NOTES, AREA TABLES & VISIBILITY DETAIL
CP03–CP07	CORRECTIVE PLAT SHEETS



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 88°55'18" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN UPON THE MASTER PLAT FOR ASANTE PLANNING AREA 3 RECORDED AT BOOK 1733 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS.

NOTES

1. THE PURPOSE FOR THIS CORRECTIVE PLAT IS TO CORRECT CERTAIN STREET NAMES AS DIRECTED BY THE CITY OF SURPRISE.
2. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
3. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
4. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'x30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL SHEET 2)
5. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
6. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
7. NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. 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.
9. PURSUANT TO A.R.S. § 42–1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
10. 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.
11. 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.
12. 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.
13. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS23–0141.
14. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22–0756 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

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

APPROVED_____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

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

THIS _____ DAY OF _____, 2024.

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER, 2023; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com

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

HILGARTWILSON
HAS JOINED COLLIERS ENGINEERING & DESIGN
2141 E. HIGHLAND AVE. STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

ASANTE - UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

STATUS:
PROJ. NO.: 1909
DATE: AUG 2024
SCALE: NONE
DRAWN: NOC/GS
APPROVED: BJB
MUNICIPAL TRACKING NO: FS203–1073

DWG. NO.
CP01
SHT. 1 OF 7

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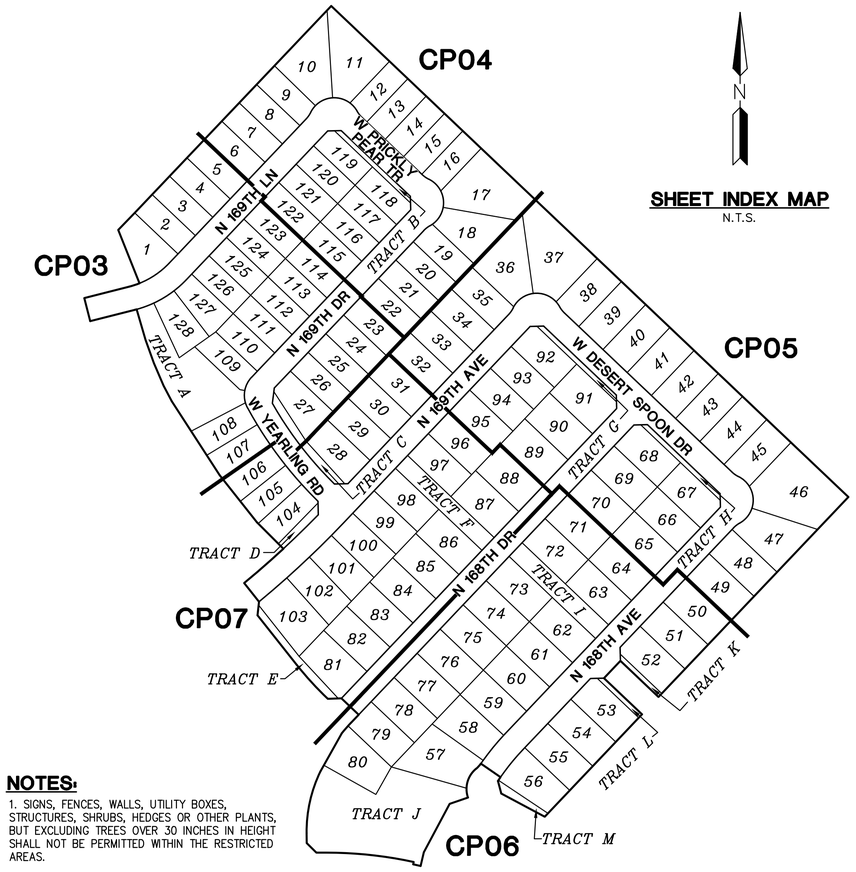
U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.7B (REPLAT)\1909–AU3.7B–RP01.dwg 8/21/2024 11:38 AM



SHEET INDEX MAP

N.T.S.

NOTES:

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

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

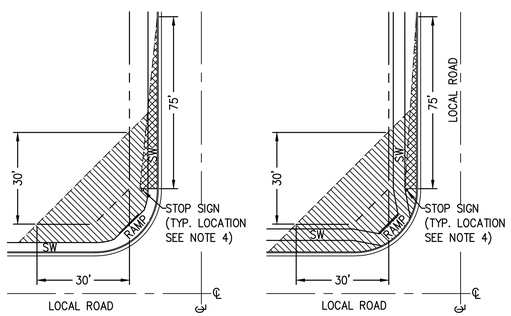
   A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

   B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT



LOCAL STREET SIGHT VISIBILITY TRIANGLES

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	0.5508	COMMON AREA
TRACT B	0.0482	COMMON AREA
TRACT C	0.0883	COMMON AREA
TRACT D	0.0427	COMMON AREA
TRACT E	0.0892	COMMON AREA
TRACT F	0.2124	COMMON AREA
TRACT G	0.0505	COMMON AREA
TRACT H	0.0505	COMMON AREA
TRACT I	0.2267	COMMON AREA
TRACT J	1.0601	COMMON AREA & DRAINAGE
TRACT K	0.0264	COMMON AREA
TRACT L	0.0264	COMMON AREA
TRACT M	0.0401	COMMON AREA

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

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	9422	0.2163
LOT : 2	6625	0.1521
LOT : 3	6625	0.1521
LOT : 4	6625	0.1521
LOT : 5	6625	0.1521
LOT : 6	6625	0.1521
LOT : 7	6625	0.1521
LOT : 8	6625	0.1521
LOT : 9	6609	0.1517
LOT : 10	12908	0.2963
LOT : 11	14379	0.3301
LOT : 12	6511	0.1495
LOT : 13	6625	0.1521
LOT : 14	6625	0.1521
LOT : 15	6625	0.1521
LOT : 16	6466	0.1484
LOT : 17	16722	0.3839
LOT : 18	10590	0.2431
LOT : 19	6731	0.1545
LOT : 20	6625	0.1521

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 21	6625	0.1521
LOT : 22	6625	0.1521
LOT : 23	6625	0.1521
LOT : 24	6750	0.1550
LOT : 25	6750	0.1550
LOT : 26	6750	0.1550
LOT : 27	8611	0.1977
LOT : 28	8455	0.1941
LOT : 29	7875	0.1808
LOT : 30	7875	0.1808
LOT : 31	7875	0.1808
LOT : 32	7875	0.1808
LOT : 33	7875	0.1808
LOT : 34	7875	0.1808
LOT : 35	7854	0.1803
LOT : 36	12909	0.2963
LOT : 37	18371	0.4217
LOT : 38	9038	0.2075
LOT : 39	9100	0.2089
LOT : 40	9100	0.2089

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 41	9100	0.2089
LOT : 42	9100	0.2089
LOT : 43	9100	0.2089
LOT : 44	9100	0.2089
LOT : 45	8957	0.2056
LOT : 46	21184	0.4863
LOT : 47	11837	0.2717
LOT : 48	9100	0.2089
LOT : 49	9100	0.2089
LOT : 50	9100	0.2089
LOT : 51	9100	0.2089
LOT : 52	9181	0.2108
LOT : 53	9050	0.2078
LOT : 54	9100	0.2089
LOT : 55	9100	0.2089
LOT : 56	9892	0.2271
LOT : 57	13191	0.3028
LOT : 58	9700	0.2227
LOT : 59	8806	0.2022
LOT : 60	8750	0.2009

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 61	8750	0.2009
LOT : 62	8750	0.2009
LOT : 63	8750	0.2009
LOT : 64	8750	0.2009
LOT : 65	8750	0.2009
LOT : 66	8750	0.2009
LOT : 67	8763	0.2012
LOT : 68	8763	0.2012
LOT : 69	8750	0.2009
LOT : 70	8750	0.2009
LOT : 71	8750	0.2009
LOT : 72	8750	0.2009
LOT : 73	8750	0.2009
LOT : 74	8750	0.2009
LOT : 75	8750	0.2009
LOT : 76	8750	0.2009
LOT : 77	8750	0.2009
LOT : 78	8750	0.2009
LOT : 79	8750	0.2009
LOT : 80	10224	0.2347

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 81	9850	0.2261
LOT : 82	8750	0.2009
LOT : 83	8750	0.2009
LOT : 84	8750	0.2009
LOT : 85	8750	0.2009
LOT : 86	8750	0.2009
LOT : 87	9375	0.2152
LOT : 88	9375	0.2152
LOT : 89	9375	0.2152
LOT : 90	9375	0.2152
LOT : 91	10325	0.2370
LOT : 92	8450	0.1940
LOT : 93	7875	0.1808
LOT : 94	7875	0.1808
LOT : 95	7875	0.1808
LOT : 96	7875	0.1808
LOT : 97	7875	0.1808
LOT : 98	8125	0.1865
LOT : 99	8125	0.1865
LOT : 100	8243	0.1892

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 101	8409	0.1930
LOT : 102	8649	0.1985
LOT : 103	11724	0.2691
LOT : 104	6813	0.1564
LOT : 105	6813	0.1564
LOT : 106	6805	0.1562
LOT : 107	6906	0.1585
LOT : 108	7019	0.1611
LOT : 109	6749	0.1549
LOT : 110	6360	0.1460
LOT : 111	6360	0.1460
LOT : 112	6360	0.1460
LOT : 113	6360	0.1460
LOT : 114	6360	0.1460
LOT : 115	6360	0.1460
LOT : 116	6360	0.1460
LOT : 117	6360	0.1460
LOT : 118	6310	0.1449
LOT : 119	6310	0.1449
LOT : 120	6360	0.1460

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 121	6360	0.1460
LOT : 122	6360	0.1460
LOT : 123	6360	0.1460
LOT : 124	6360	0.1460
LOT : 125	6360	0.1460
LOT : 126	6360	0.1460
LOT : 127	7298	0.1675
LOT : 128	7699	0.1767

AREAS

ROW AREA =	247,701 SQ. FT.	5.6864 ACRES
TRACTS A–L AREA =	109,438 SQ. FT.	2.5124 ACRES
LOT AREA =	1,078,718 SQ. FT.	24.7640 ACRES
GROSS AREA =	1,435,857 SQ. FT.	32.9627 ACRES
NET AREA =	1,188,156 SQ. FT.	27.2763 ACRES
DENSITY (GROSS) =		3.9 D.U. / ACRES
DENSITY (NET) =		4.7 D.U. / ACRES

FLOOD ZONE DESIGNATION

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

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2–PERCENT–ANNUAL–CHANCE FLOODPLAIN, AREAS OF 1–PERCENT–ANNUAL–CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J. BENEDICT
8/21/24
Date Signed
ARIZONA, U.S.A.

LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, FROM WHICH A FOUND GLO BRASS CAP ACCEPTED AS THE SOUTH QUARTER CORNER THEREOF BEARS SOUTH 89°40'45" EAST, 2639.49 FEET;
THENCE SOUTH 89°40'45" EAST, 907.94 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO THE NORTHWEST CORNER OF SAID SECTION 1;
THENCE LEAVING SAID SOUTH LINE, SOUTH 00°46'45" WEST, 1909.28 FEET ALONG THE WEST LINE OF SAID SECTION 1;
THENCE LEAVING SAID WEST LINE, SOUTH 89°13'15" EAST, 886.82 FEET TO THE **POINT OF BEGINNING;**
THENCE NORTH 75°45'41" EAST, 96.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°30'03", AN ARC LENGTH OF 22.91 FEET TO A NON–TANGENT LINE;
THENCE NORTH 21°44'22" WEST, 120.53 FEET;
THENCE NORTH 44°08'00" EAST, 49.78 FEET;
THENCE NORTH 43°31'09" EAST, 598.09 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF THE FINAL PLAT FOR DESERT OASIS OF SURPRISE PARCEL B6 RECORDED IN BOOK 665 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDS;
THENCE SOUTH 46°28'51" EAST, 1495.00 FEET ALONG SAID SOUTHWESTERLY BOUNDARY LINE;
THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY LINE, SOUTH 43°31'09" WEST, 578.16 FEET;
THENCE NORTH 46°28'51" WEST, 110.00 FEET;
THENCE SOUTH 43°31'09" WEST, 50.00 FEET;
THENCE SOUTH 46°28'51" EAST, 110.00 FEET;
THENCE SOUTH 43°31'09" WEST, 296.15 FEET;
THENCE NORTH 61°55'53" WEST, 103.32 FEET;
THENCE NORTH 14°49'19" WEST, 27.22 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, THE CENTER OF WHICH BEARS SOUTH 56°30'07" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°10'02", AN ARC LENGTH OF 9.68 FEET TO A NON–TANGENT LINE;
THENCE NORTH 55°20'05" WEST, 50.00 FEET TO A NON–TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, THE CENTER OF WHICH BEARS NORTH 55°20'05" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°38'27", AN ARC LENGTH OF 15.01 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°14'03", AN ARC LENGTH OF 66.46 FEET TO A NON–TANGENT LINE;
THENCE SOUTH 71°04'20" WEST, 40.72 FEET;
THENCE SOUTH 28°04'07" WEST, 115.00 FEET;
THENCE SOUTH 13°18'29" WEST, 29.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HAPPY VALLEY ROAD AS SHOWN IN THE MASTER PLAT FOR ASANTE PLANNING AREA 3 RECORDED IN BOOK 1733 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS, ARIZONA, BEING A NON–TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 855.00 FEET, THE CENTER OF WHICH BEARS SOUTH 13°18'29" WEST;
THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE:
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°03'44", AN ARC LENGTH OF 15.85 FEET TO A NON–TANGENT LINE;
THENCE NORTH 12°14'44" EAST, 5.00 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 860.00 FEET, THE CENTER OF WHICH BEARS SOUTH 12°14'44" WEST;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°14'44", AN ARC LENGTH OF 183.80 FEET TO A TANGENT LINE;
THENCE NORTH 90°00'00" WEST, 21.66 FEET;
THENCE NORTH 45°17'25" WEST, 28.43 FEET;
THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 00°34'51" WEST, 20.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 290.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°28'14", AN ARC LENGTH OF 133.98 FEET TO A NON–TANGENT LINE;
THENCE NORTH 29°13'10" EAST, 90.64 FEET TO A NON–TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET, THE CENTER OF WHICH BEARS SOUTH 51°07'38" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°38'48", AN ARC LENGTH OF 30.41 FEET TO A TANGENT LINE;
THENCE NORTH 43°31'09" EAST, 22.96 FEET;
THENCE NORTH 46°28'51" WEST, 50.00 FEET;
THENCE SOUTH 88°03'41" WEST, 28.51 FEET TO A NON–TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 675.00 FEET, THE CENTER OF WHICH BEARS NORTH 43°27'16" EAST;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°11'22", AN ARC LENGTH OF 96.48 FEET TO A TANGENT LINE;
THENCE NORTH 38°21'22" WEST, 132.58 FEET;
THENCE NORTH 06°10'37" EAST, 28.51 FEET;
THENCE NORTH 38°21'22" WEST, 50.01 FEET TO A NON–TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1975.00 FEET, THE CENTER OF WHICH BEARS NORTH 39°36'12" WEST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°10'02", AN ARC LENGTH OF 109.17 FEET TO A NON–TANGENT LINE;
THENCE NORTH 44°57'47" WEST, 78.43 FEET;
THENCE NORTH 38°21'22" WEST, 126.00 FEET;
THENCE NORTH 32°55'26" WEST, 184.66 FEET;
THENCE NORTH 27°44'10" WEST, 36.63 FEET;
THENCE NORTH 23°13'32" WEST, 51.72 FEET;
THENCE NORTH 19°45'18" WEST, 51.72 FEET;
THENCE NORTH 16°18'10" WEST, 66.65 FEET TO A NON–TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 225.00 FEET, THE CENTER OF WHICH BEARS NORTH 15°08'50" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°54'32", AN ARC LENGTH OF 3.57 FEET TO A TANGENT LINE;
THENCE SOUTH 75°45'41" WEST, 96.84 FEET;
THENCE NORTH 14°18'01" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

HILGARTWILSON
HAS JOINED COLLIERS ENGINEERING & DESIGN
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PHOENIX, AZ 85016 www.hilgartwilson.com

ASANTE - UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

STATUS:
PROJ. NO.: 1909
DATE: AUG 2024
SCALE: NONE
DRAWN: NOG/GS
APPROVED: BJB

MUNICIPAL TRACKING NO:
FS203–1073

DWG. NO.
CP02
SHT. 2 OF 7

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CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	175.00'	7°30'03"	22.91'
C11	225.00'	0°54'32"	3.57'
C20	55.00'	71°57'25"	69.07'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L16	N27°44'10"W	36.63'
L17	N23°13'32"W	51.72'
L18	N19°45'18"W	51.72'
L19	N16°18'10"W	66.65'
L22	N07°18'22"E	32.27'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J. BENEDICT
8/21/24
Date Signed
ARIZONA, U.S.A.

HILGARTWILSON
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PHOENIX, AZ 85016 www.hilgartwilson.com

ASANTE - UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

STATUS:
PROJ. NO.: 1909
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN: NOG/GS
APPROVED: BJB
MUNICIPAL TRACKING NO: FS203-1073

DWG. NO.
CP03
SHT. 3 OF 7

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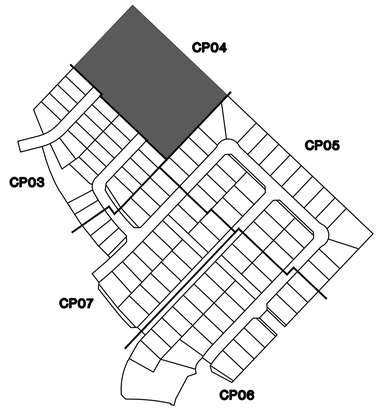
U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.7B (REPLAT)\1909-AU3.7B-RP03.dwg 8/14/2024 4:21 PM

LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
◉	SET BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
— —— —	SECTION LINE
——— – ———	CENTER LINE
——— – – ———	RIGHT OF WAY
———	PARCEL LINE
– – – – – – – – –	EASEMENT LINE
R/W	RIGHT–OF–WAY
P.U.E.	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON–ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
⟨1⟩	BOOK 1733, PAGE 2, MCR

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C14	55.00'	17°20'29"	16.65'
C15	55.00'	124°40'58"	119.69'
C16	55.00'	17°20'29"	16.65'
C17	55.00'	17°30'55"	16.81'
C18	55.00'	124°51'24"	119.85'
C19	55.00'	17°20'29"	16.65'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L20	N88°31'09"E	28.28'
L21	S01°28'51"E	28.28'



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
8/21/24
date signed
ARIZONA, U.S.A.

HILGARTWILSON
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ASANTE - UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

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STATUS:
PROJ. NO.: 1909
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN: NOG/GS
APPROVED: BJB
MUNICIPAL TRACKING NO:
FS203–1073

DWG. NO.
CP04
SHT. 4 OF 7

U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.7B (REPLAT)\1909–AU3.7B–RP04.dwg 8/14/2024 4:22 PM

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C21	55.00'	17°20'29"	16.65'
C22	55.00'	124°40'58"	119.69'
C23	55.00'	17°20'29"	16.65'
C24	55.00'	17°20'29"	16.65'
C25	55.00'	124°40'58"	119.69'
C26	55.00'	17°20'29"	16.65'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L25	N88°31'09"E	28.28'
L26	S01°28'51"E	28.28'
L27	N88°31'09"E	28.28'
L28	S01°28'51"E	28.28'

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- R/W — RIGHT-OF-WAY
- P.U.E. — PUBLIC UTILITY EASEMENT
- VNAE — VEHICLE NON-ACCESS EASEMENT
- MCR — MARICOPA COUNTY RECORDS
- RLS — REGISTERED LAND SURVEYOR
- APN — ASSESSOR PARCEL NUMBER
- **P.O.B.** — POINT OF BEGINNING
- **P.O.C.** — POINT OF COMMENCEMENT
- ① — 30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
- ◇1 — BOOK 1733, PAGE 2, MCR

NORTH QUARTER CORNER
SECTION 1, T4N, R2W, FOUND
3" ALUMINUM CAP STAMPED
"T5N R2W 1/4 S1 T4N R2W
RLS 37984" DATED 2008

2325.37'
N00°46'07"E 4881.04'

2555.68'

SOUTH QUARTER CORNER
SECTION 1, TOWNSHIP 4
NORTH, RANGE 2 WEST,
FOUND ALUMINUM CAP
MARICOPA COUNTY

S88°55'18"E 2636.39'
(BASIS OF BEARING)

SOUTHEAST CORNER
SECTION 2, TOWNSHIP 4
NORTH, RANGE 2 WEST,
FOUND 2" ALUMINUM CAP,
STAMPED "RLS 36562"

MATCH SHEET 4
MATCH SHEET 7
MATCH SHEET 6
N 168TH AVE
N 168TH DR
W DESERT SPOON DR
TRACT C
TRACT H
DESERT OASIS OF SURPRISE
BOOK 665, PAGE 36, MCR
S46°28'51"E 1495.00'
N89°13'53"W 143.91'
S43°31'09"W 578.16'
(UNSUBDIVIDED)
ASANTE DEVELOPMENT PARTNERS, LLC

CP03
CP04
CP05
CP06
CP07

N

40 20 0 40 80
SCALE: 1" = 40'

BENEDICT
32222
BRIAN J.
BENEDICT
8/21/24
Date Signed
ARIZONA, U.S.A.

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ASANTE - UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

PROJ. NO.: 1909	STATUS:
DATE: AUG 2024	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: NOG/GS	FS203-1073
APPROVED: BJB	

DWG. NO.
CP05
SHT. 5 OF 7

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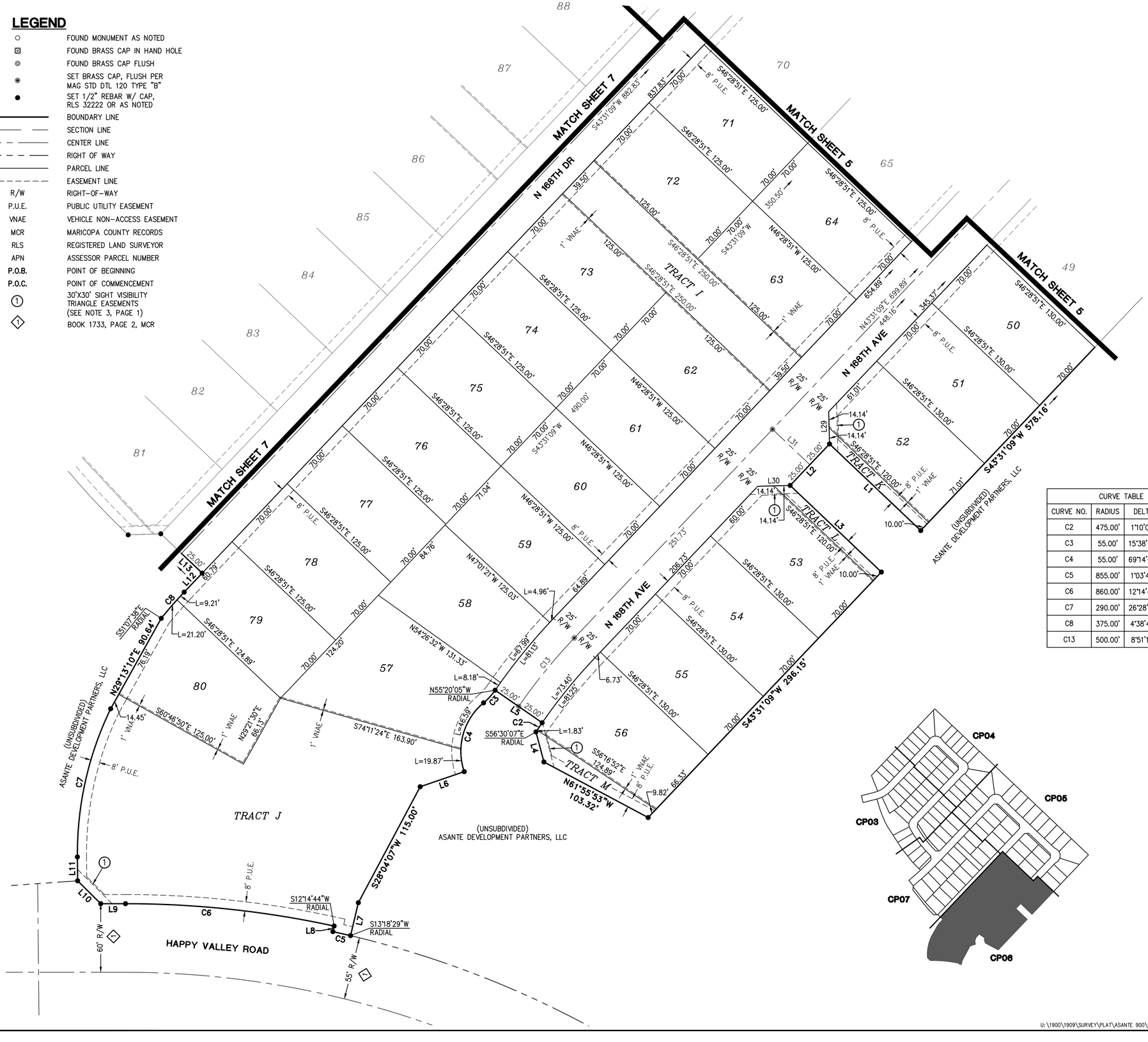
U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.7B (REPLAT)\1909-AU3.7B-RP05.dwg 8/14/2024 4:23 PM

LEGEND

○	FOUND MONUMENT AS NOTED
▣	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
◉	SET BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
— — —	SECTION LINE
——— – ———	CENTER LINE
——— – – ———	RIGHT OF WAY
———	PARCEL LINE
– – – – – –	EASEMENT LINE
R/W	RIGHT–OF–WAY
P.U.E.	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON–ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
◇1	BOOK 1733, PAGE 2, MCR



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N46°28'51"W	110.00'
L2	S43°31'09"W	50.00'
L3	S46°28'51"E	110.00'
L4	N14°49'19"W	27.22'
L5	N55°20'05"W	50.00'
L6	S71°04'20"W	40.72'
L7	S13°18'29"W	29.56'
L8	N12°14'44"E	5.00'
L9	N90°00'00"W	21.66'
L10	N45°17'25"W	28.43'
L11	N00°34'51"W	20.89'
L12	N43°31'09"E	22.96'
L13	N46°28'51"W	50.00'
L29	N01°28'51"W	28.28'
L30	S88°31'09"W	28.28'
L31	S46°28'51"E	45.00'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C2	475.00'	1°10'02"	9.68'
C3	55.00'	15°38'27"	15.01'
C4	55.00'	69°14'03"	66.46'
C5	855.00'	1°03'44"	15.85'
C6	860.00'	12°14'44"	183.80'
C7	290.00'	26°28'14"	133.98'
C8	375.00'	4°38'48"	30.41'
C13	500.00'	8°51'14"	77.27'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
Date Signed 8/21/24
ARIZONA, U.S.A.

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ASANTE - UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

PROJ. NO.: 1909	STATUS:
DATE: AUG 2024	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: NOG/GS	FS203–1073
APPROVED: BJB	

DWG. NO.
CP06
SHT. 6 OF 7

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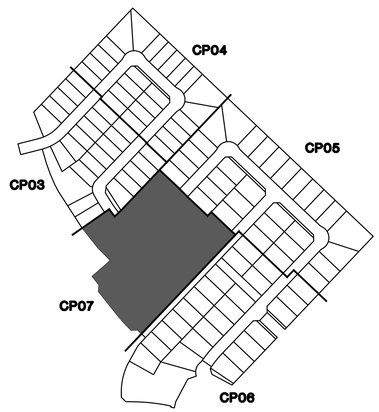
U:\1900\1909\SURVEY\PLAT\ASANTE 900\PLANNING AREA 4\ASANTE UNIT 3.7B (REPLAT)\1909–AU3.7B–RP06.dwg 8/14/2024 4:23 PM

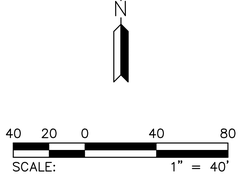
LEGEND

○	FOUND MONUMENT AS NOTED
⊡	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
◉	SET BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
———	BOUNDARY LINE
— — —	SECTION LINE
——— – ———	CENTER LINE
——— – – ———	RIGHT OF WAY
———	PARCEL LINE
– – – – – –	EASEMENT LINE
R/W	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON-ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)
◇1	BOOK 1733, PAGE 2, MCR

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C9	675.00'	8°11'22"	96.48'
C10	1975.00'	3°10'02"	109.17'
C12	800.00'	21°52'02"	305.32'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L13	N46°28'51"W	50.00'
L14	S88°03'41"W	28.51'
L15	N06°10'37"E	28.51'
L23	N01°07'49"W	28.23'
L24	N88°38'06"E	28.21'





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ASANTE - UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

STATUS:

PROJ. NO.: 1909	MUNICIPAL TRACKING NO:
DATE: AUG 2024	FS203-1073
SCALE: AS SHOWN	
DRAWN: NOG/GS	
APPROVED: BJB	

DWG. NO.
CP07
SHT. 7 OF 7

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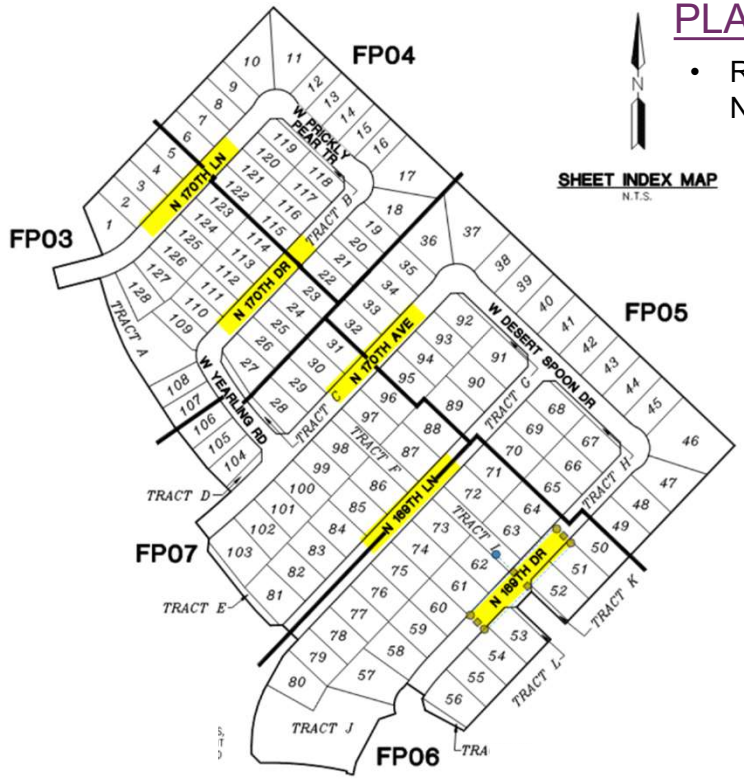
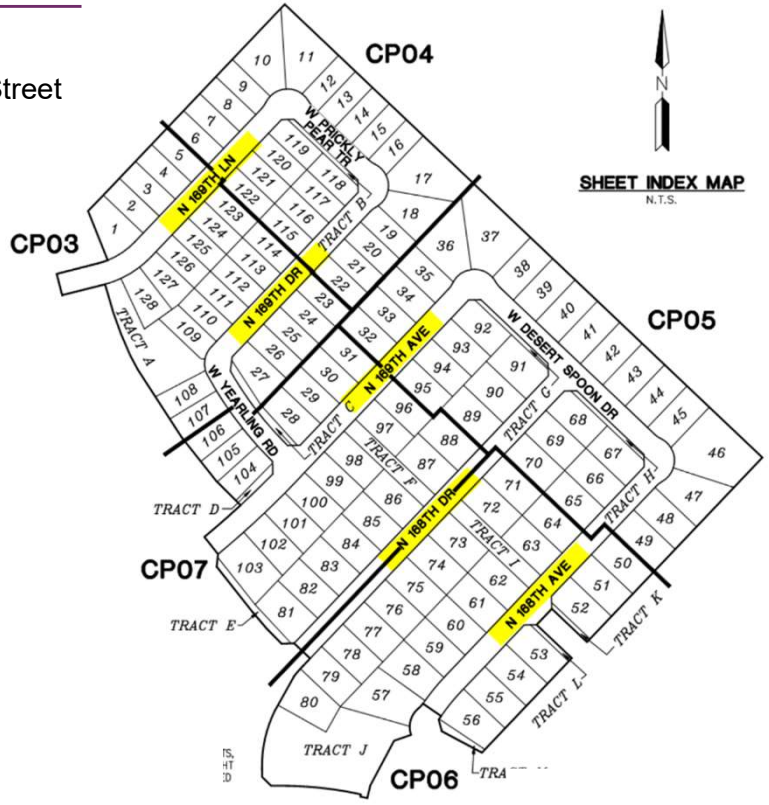
CORRECTIVE PLAT EXHIBIT

FINAL PLAT



CORRECTIVE PLAT

- Revised Street Names



From:	RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE
To:	Alyssa Carpenter
Cc:	56 FW/CIT Community Initiative
Subject:	RE: FS23-1073 - Asante PA4 Unit 3.7B, 3.7C, AND 3.8 - New Digital Submittal 121823
Date:	Thursday, December 21, 2023 4:08:49 PM
Attachments:	image001.png

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. Carpenter,

Thank you for the opportunity to comment on the design review application for Asante Planning Area 4, Units 3.7B, 3.7C, and 3.8. The site sits on approximately 38 acres and is located at Cottontail Lane and Happy Valley Road in Surprise, AZ. The request is to approve the final plat of 145 single-family lots. The parcel is located approximately 2.8 miles outside the Luke AFB Aux-1 2004 65 Ldn, "high noise or accident potential zone", as identified by A.R.S. § 28-8461 and is 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. This request for 145 units with a proposed density of 3.82 du/ac meets the GDC.

Since the parcel is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights a day. A strong notification program on the part of the applicant is essential to inform potential occupants 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

From: Alyssa Carpenter <Alyssa.Carpenter@surpriseaz.gov>
Sent: Monday, December 18, 2023 10:22 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District)

<bremondini@wusd9.org>; Bryce Christo (bchristo@cityofelmirage.org) <bchristo@cityofelmirage.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren V Gerard (Maricopa County Planning) <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Gregory McDowell (MCDOT) <Gregory.McDowell@maricopa.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.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>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Tasha Aldeguer <tasha.aldeguer@maricopa.gov>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Tierney Farago <Tierney.Farago@surpriseaz.gov>; Nichole Flores <Nichole.Flores@surpriseaz.gov>
Subject: [Non-DoD Source] FS23-1073 - Asante PA4 Unit 3.7B, 3.7C, AND 3.8 - New Digital Submittal 121823

Good morning,

Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Alyssa Carpenter
Administrative Specialist Senior
Community Development Department
City of Surprise | (623) 222-3022

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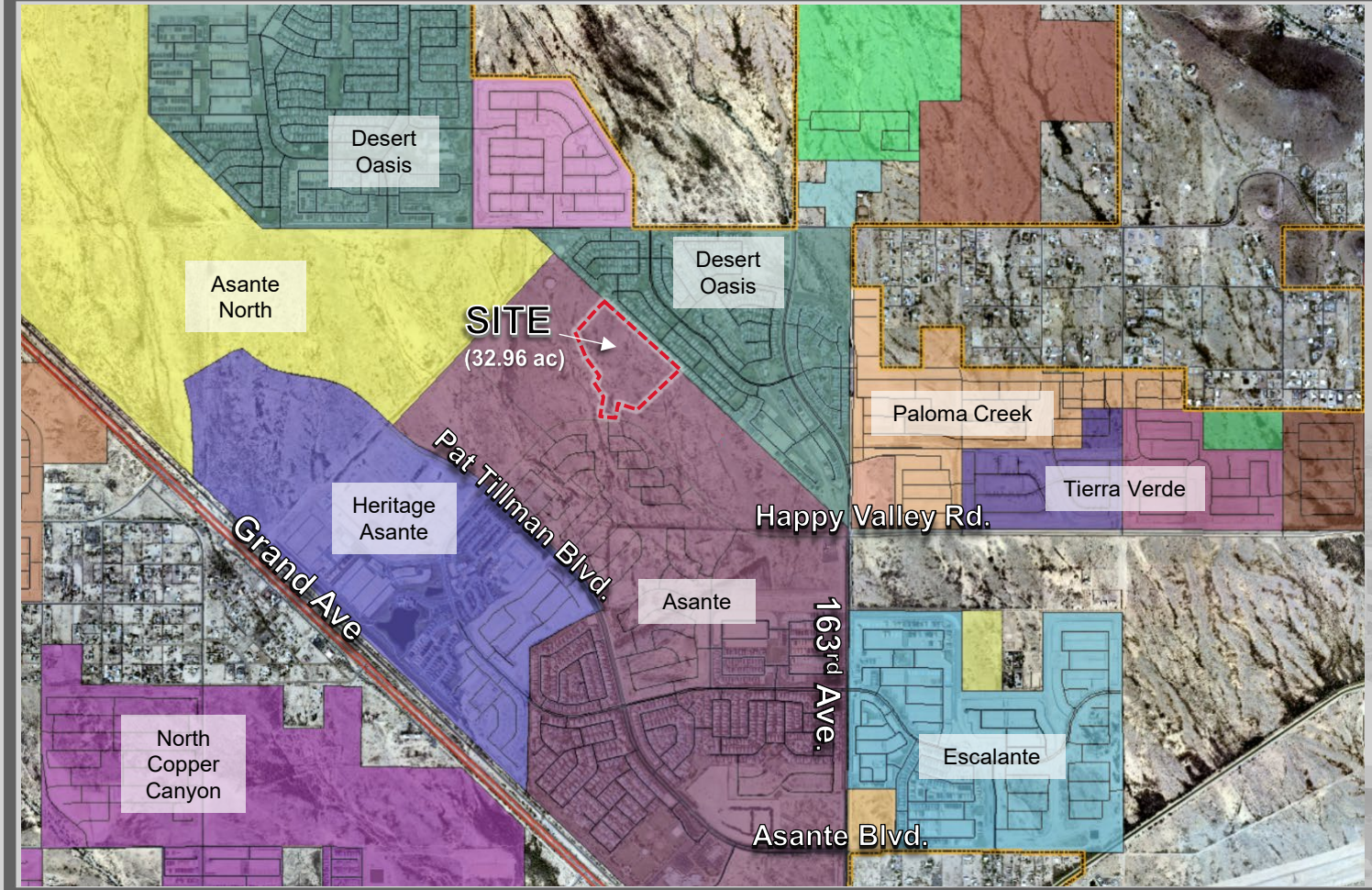
SURPRISE
ARIZONA

FS23-1073
Asante PA 4 Units 3.7B, 3.7C & 3.8A Corrective Plat

City Council

November 4, 2024



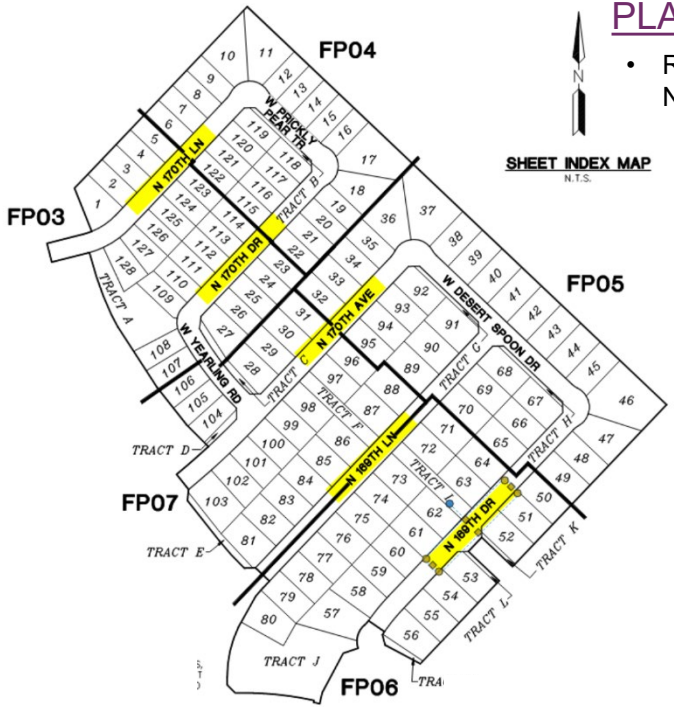
VICINITY MAP

RM-9
PUD
PAD
Desert Oasis
RM-9
PUD
PAD
Asante
RM-9
PUD
RM-6
PUD
PAD
Asante
Pat Tillman Blvd.
Grand Ave
RM-9
PUD
Happy Valley Rd.
PAD
Asante
163rd Ave.
Asante Blvd.

ZONING MAP

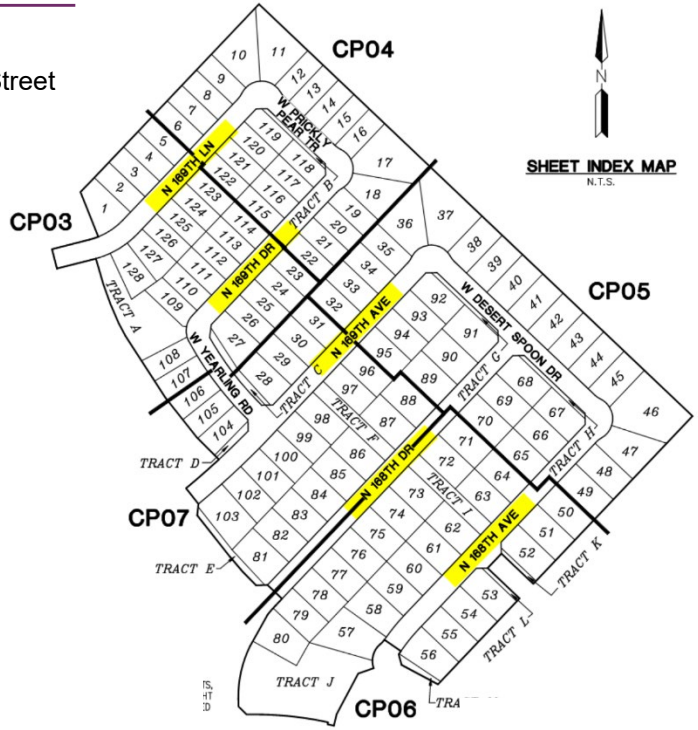
CORRECTIVE PLAT EXHIBIT

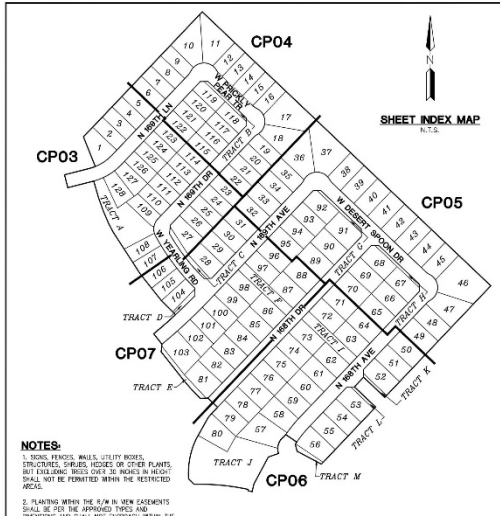
FINAL PLAT



CORRECTIVE PLAT

- Revised Street Names





SHEET INDEX MAP
N.T.S.

NOTES:

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

2. PLANTING WITHIN THE R/W IN MEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

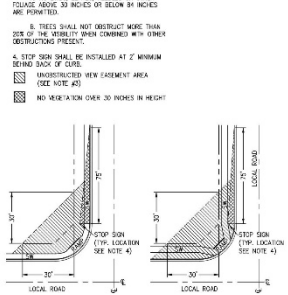
   A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

   B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT



LOCAL STREET
SIGHT VISIBILITY TRIANGLES

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	0.5308	COMMON AREA
TRACT B	0.0482	COMMON AREA
TRACT C	0.0853	COMMON AREA
TRACT D	0.0427	COMMON AREA
TRACT E	0.0892	COMMON AREA
TRACT F	0.2124	COMMON AREA
TRACT G	0.0505	COMMON AREA
TRACT H	0.0505	COMMON AREA
TRACT I	0.2257	COMMON AREA
TRACT J	1.0001	COMMON AREA & DRAINAGE
TRACT K	0.0264	COMMON AREA
TRACT L	0.0264	COMMON AREA
TRACT M	0.0401	COMMON AREA

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

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	9422	0.2163
LOT : 2	6625	0.1521
LOT : 3	6625	0.1521
LOT : 4	6625	0.1521
LOT : 5	6625	0.1521
LOT : 6	6625	0.1521
LOT : 7	6625	0.1521
LOT : 8	6625	0.1521
LOT : 9	6609	0.1517
LOT : 10	12908	0.2963
LOT : 11	14376	0.3300
LOT : 12	6511	0.1495
LOT : 13	6625	0.1521
LOT : 14	6625	0.1521
LOT : 15	6625	0.1521
LOT : 16	6466	0.1484
LOT : 17	16722	0.3839
LOT : 18	10590	0.2431
LOT : 19	6731	0.1545
LOT : 20	6625	0.1521

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 21	6625	0.1521
LOT : 22	6625	0.1521
LOT : 23	6625	0.1521
LOT : 24	6750	0.1550
LOT : 25	6750	0.1550
LOT : 26	6750	0.1550
LOT : 27	8611	0.1977
LOT : 28	8455	0.1941
LOT : 29	7675	0.1908
LOT : 30	7675	0.1908
LOT : 31	7675	0.1908
LOT : 32	7675	0.1908
LOT : 33	7675	0.1908
LOT : 34	7675	0.1908
LOT : 35	7854	0.1903
LOT : 36	12939	0.2963
LOT : 37	18371	0.4217
LOT : 38	9038	0.2075
LOT : 39	9100	0.2089
LOT : 40	9100	0.2089

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 41	9100	0.2089
LOT : 42	9100	0.2089
LOT : 43	9100	0.2089
LOT : 44	9100	0.2089
LOT : 45	8957	0.2056
LOT : 46	21184	0.4863
LOT : 47	11637	0.2717
LOT : 48	9100	0.2089
LOT : 49	9100	0.2089
LOT : 50	9100	0.2089
LOT : 51	9100	0.2089
LOT : 52	9181	0.2108
LOT : 53	9050	0.2078
LOT : 54	9100	0.2089
LOT : 55	9100	0.2089
LOT : 56	9892	0.2271
LOT : 57	13191	0.3028
LOT : 58	9700	0.2227
LOT : 59	8806	0.2022
LOT : 60	8750	0.2009

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 61	8750	0.2009
LOT : 62	8750	0.2009
LOT : 63	8750	0.2009
LOT : 64	8750	0.2009
LOT : 65	8750	0.2009
LOT : 66	8750	0.2009
LOT : 67	8763	0.2012
LOT : 68	8763	0.2012
LOT : 69	8750	0.2009
LOT : 70	8750	0.2009
LOT : 71	8750	0.2009
LOT : 72	8750	0.2009
LOT : 73	8750	0.2009
LOT : 74	8750	0.2009
LOT : 75	8750	0.2009
LOT : 76	8750	0.2009
LOT : 77	8750	0.2009
LOT : 78	8750	0.2009
LOT : 79	8750	0.2009
LOT : 80	10224	0.2347

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 81	9850	0.2261
LOT : 82	8750	0.2028
LOT : 83	8750	0.2028
LOT : 84	8750	0.2028
LOT : 85	8750	0.2028
LOT : 86	8750	0.2028
LOT : 87	9375	0.2152
LOT : 88	9375	0.2152
LOT : 89	9375	0.2152
LOT : 90	9375	0.2152
LOT : 91	10325	0.2370
LOT : 92	8450	0.1940
LOT : 93	7875	0.1808
LOT : 94	7875	0.1808
LOT : 95	7875	0.1808
LOT : 96	7875	0.1808
LOT : 97	7875	0.1808
LOT : 98	8125	0.1865
LOT : 99	8125	0.1865
LOT : 100	8243	0.1892

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 101	8409	0.1930
LOT : 102	8649	0.1985
LOT : 103	11724	0.2691
LOT : 104	6813	0.1564
LOT : 105	6813	0.1564
LOT : 106	6805	0.1562
LOT : 107	6906	0.1585
LOT : 108	7318	0.1611
LOT : 109	6749	0.1549
LOT : 113	6360	0.1460
LOT : 111	6360	0.1460
LOT : 112	6360	0.1460
LOT : 113	6360	0.1460
LOT : 114	6360	0.1460
LOT : 115	6360	0.1460
LOT : 116	6360	0.1460
LOT : 117	6360	0.1460
LOT : 118	6310	0.1449
LOT : 119	6310	0.1449
LOT : 120	6360	0.1460

AREAS

ROW AREA =	247,709 SQ. FT.	5.6864 ACRES
TRACTS A-L AREA =	109,438 SQ. FT.	2.5124 ACRES
LOT AREA =	1,078,718 SQ. FT.	24.7640 ACRES
GROSS AREA =	1,435,857 SQ. FT.	32.9627 ACRES
NET AREA =	1,188,156 SQ. FT.	27.2763 ACRES
DENSITY (GROSS) =		3.0 D.U. / ACRES
DENSITY (NET) =		4.7 D.U. / ACRES

FLOOD ZONE DESIGNATION

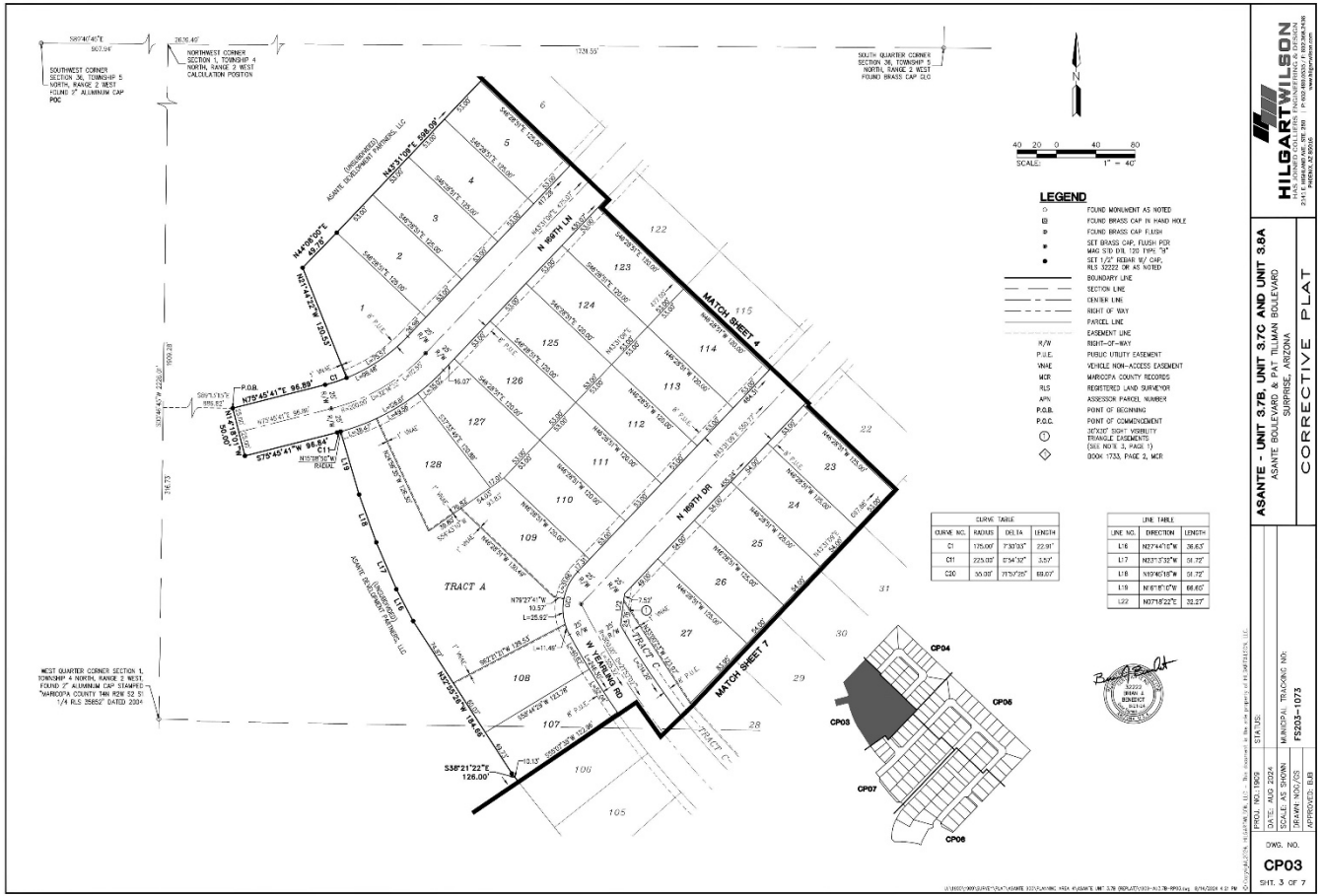
THE FOLLOWING FLOOD PLAIN DESIGNATION AND ASSOCIATED COMMENTS ARE COPIED DIRECTLY FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WEBSITE. HILGARTWILSON, LLC AND THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR MAKE NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE FOLLOWING FLOOD ZONE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

THE SUBJECT PROPERTY LIES WITHIN SHADED ZONE "X" WITH A DEFINITION OF: 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN, AREAS OF 1-PERCENT-ANNUAL-CHANCE (BASE FLOOD) SHEET FLOW FLOODING WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, AREAS OF BASE FLOOD STREAM FLOODING WITH A CONTRIBUTING DRAINAGE AREA OF LESS THAN 1 SQUARE MILE OR AREAS PROTECTED FROM THE BASE FLOOD BY LEVEES. NO BFES OR DEPTHS ARE SHOWN IN THIS ZONE, AND INSURANCE PURCHASE IS NOT REQUIRED. DESIGNATION DETERMINED BY FEMA FLOOD ZONE MAP 04013C1210L, PANEL NUMBER 1210 OF 4425, EFFECTIVE DATE OCTOBER 16, 2013.

LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, FROM WHICH A FOUND 0.0 BRASS CAP ACCEPTED AS THE SOUTH QUARTER CORNER THEREOF BEARS SOUTH 89°40'45" EAST, 2636.49 FEET;
THENCE SOUTH 89°40'45" EAST, 907.84 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO THE NORTHWEST CORNER OF SAID SECTION 1;
THENCE LEAVING SAID SOUTH LINE, SOUTH 00°46'45" WEST, 1909.28 FEET ALONG THE WEST LINE OF SAID SECTION 1;
THENCE LEAVING SAID WEST LINE, SOUTH 89°13'15" EAST, 886.82 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 75°45'47" EAST, 91.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°30'03", AN ARC LENGTH OF 22.91 FEET TO A NON-TANGENT LINE;
THENCE NORTH 21°44'22" WEST, 120.53 FEET;
THENCE NORTH 44°08'55" EAST, 48.06 FEET;
THENCE NORTH 43°31'06" EAST, 588.09 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF THE FINAL PLAT FOR DESERT OASIS OF SURPRISE PARCEL D4 RECORDED IN BOOK 685 OF MAPS, PAGE 36, MARICOPA COUNTY RECORDER;
THENCE SOUTH 46°28'15" EAST, 1460.00 FEET ALONG SAID SOUTHWESTERLY BOUNDARY LINE;
THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY LINE, SOUTH 43°31'06" WEST, 578.16 FEET;
THENCE NORTH 46°28'15" WEST, 110.00 FEET;
THENCE SOUTH 43°31'06" WEST, 50.00 FEET;
THENCE SOUTH 46°28'15" EAST, 110.00 FEET;
THENCE SOUTH 43°31'06" WEST, 206.15 FEET;
THENCE NORTH 61°56'53" WEST, 133.32 FEET;
THENCE NORTH 14°48'16" WEST, 27.22 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET, THE CENTER OF WHICH BEARS SOUTH 56°30'07" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°00'02", AN ARC LENGTH OF 8.68 FEET TO A NON-TANGENT LINE;
THENCE NORTH 50°26'05" WEST, 50.00 FEET TO A NON-TANGENT LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, THE CENTER OF WHICH BEARS NORTH 55°20'05" WEST;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°36'23", AN ARC LENGTH OF 15.01 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°14'03", AN ARC LENGTH OF 66.46 FEET TO A NON-TANGENT LINE;
THENCE SOUTH 71°04'05" WEST, 40.72 FEET;
THENCE SOUTH 78°04'01" WEST, 115.20 FEET;
THENCE SOUTH 13°16'26" WEST, 29.58 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HAPPY VALLEY ROAD AS SHOWN IN THE MASTER PLAT FOR ASANTE PLANNING AREA 3 RECORDED IN BOOK 1133 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS, ARIZONA, BEING A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 855.00 FEET, THE CENTER OF WHICH BEARS SOUTH 13°16'26" WEST;
THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°03'44", AN ARC LENGTH OF 15.85 FEET TO A NON-TANGENT LINE;
THENCE NORTH 12°14'44" EAST, 5.00 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 860.00 FEET, THE CENTER OF WHICH BEARS SOUTH 12°14'44" WEST;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°14'44", AN ARC LENGTH OF 183.80 FEET TO A TANGENT LINE;
THENCE NORTH 90°00'00" WEST, 21.65 FEET;
THENCE NORTH 45°17'22" WEST, 28.43 FEET;
THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 00°04'51" WEST, 23.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 290.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°20'14", AN ARC LENGTH OF 133.36 FEET TO A NON-TANGENT LINE;
THENCE NORTH 25°15'06" EAST, 50.04 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 375.00 FEET, THE CENTER OF WHICH BEARS SOUTH 25°15'06" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°36'48", AN ARC LENGTH OF 30.41 FEET TO A TANGENT LINE;
THENCE NORTH 42°37'01" EAST, 23.06 FEET;
THENCE NORTH 46°28'01" WEST, 50.03 FEET;
THENCE SOUTH 88°13'41" WEST, 28.81 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 675.00 FEET, THE CENTER OF WHICH BEARS NORTH 43°27'19" EAST;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°11'22", AN ARC LENGTH OF 96.48 FEET TO A NON-TANGENT LINE;
THENCE NORTH 36°21'22" WEST, 132.58 FEET;
THENCE NORTH 06°10'37" EAST, 28.59 FEET;
THENCE NORTH 36°21'22" WEST, 50.01 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1975.00 FEET, THE CENTER OF WHICH BEARS NORTH 53°38'12" WEST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°51'02", AN ARC LENGTH OF 139.17 FEET TO A NON-TANGENT LINE;
THENCE NOR



ASANTE - UNIT 3.7B, UNIT 3.7C AND UNIT 3.8A
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

CORRECTIVE PLAT

HILGARTWILSON
HILGARTWILSON, LLC ENGINEERS, PLANNERS & SURVEYORS
2141 E. HIGHLAND AVE., SUITE 250 PHOENIX, AZ 85016
www.hilgartwilson.com

PROJ. NO.: 19629
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN: NOS/DS
APPROVED: BJB
STATUS:
MUNICIPAL TRACKING NO:
FS203-1073

DWG. NO.
CP03
SHT. 3 OF 7

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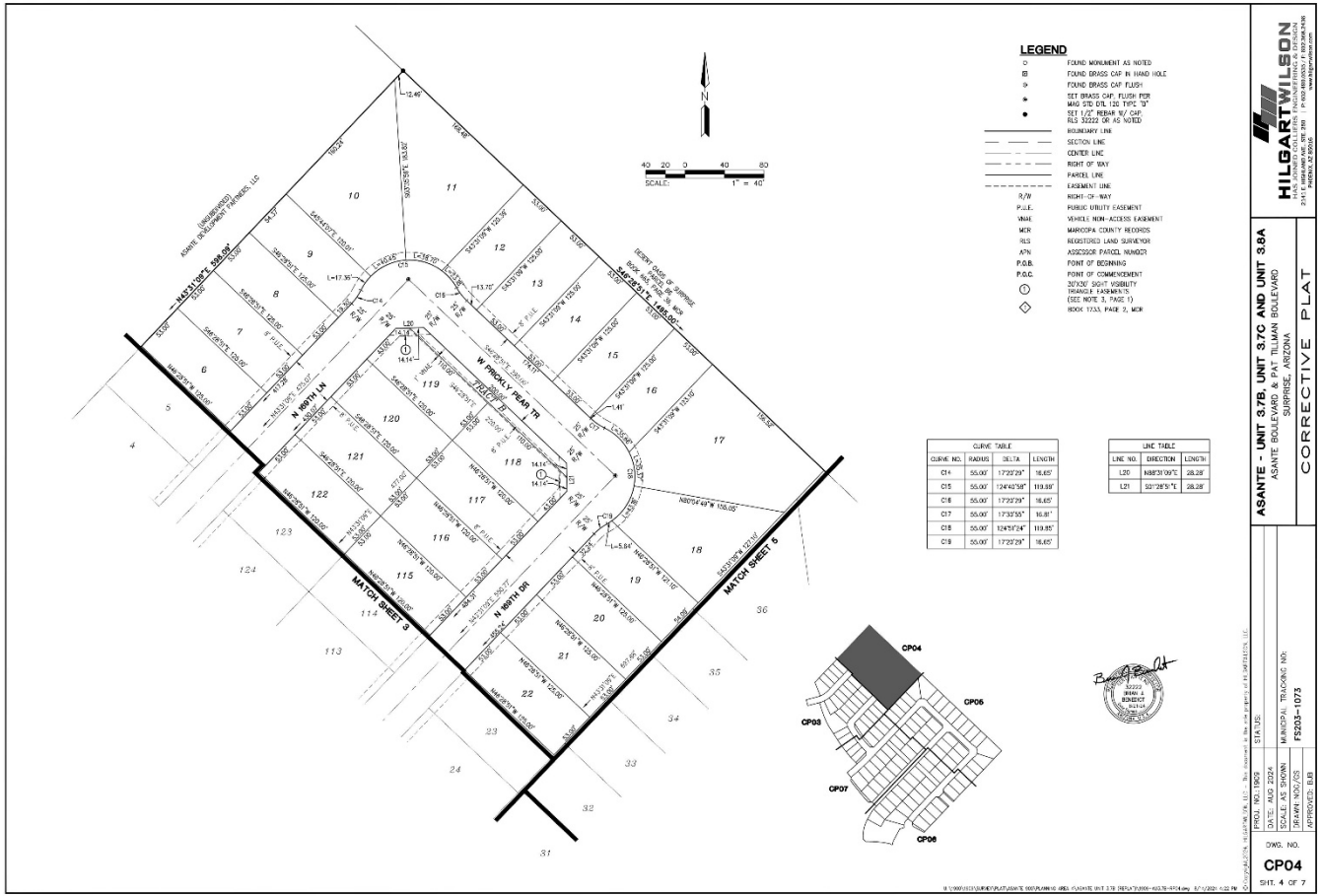
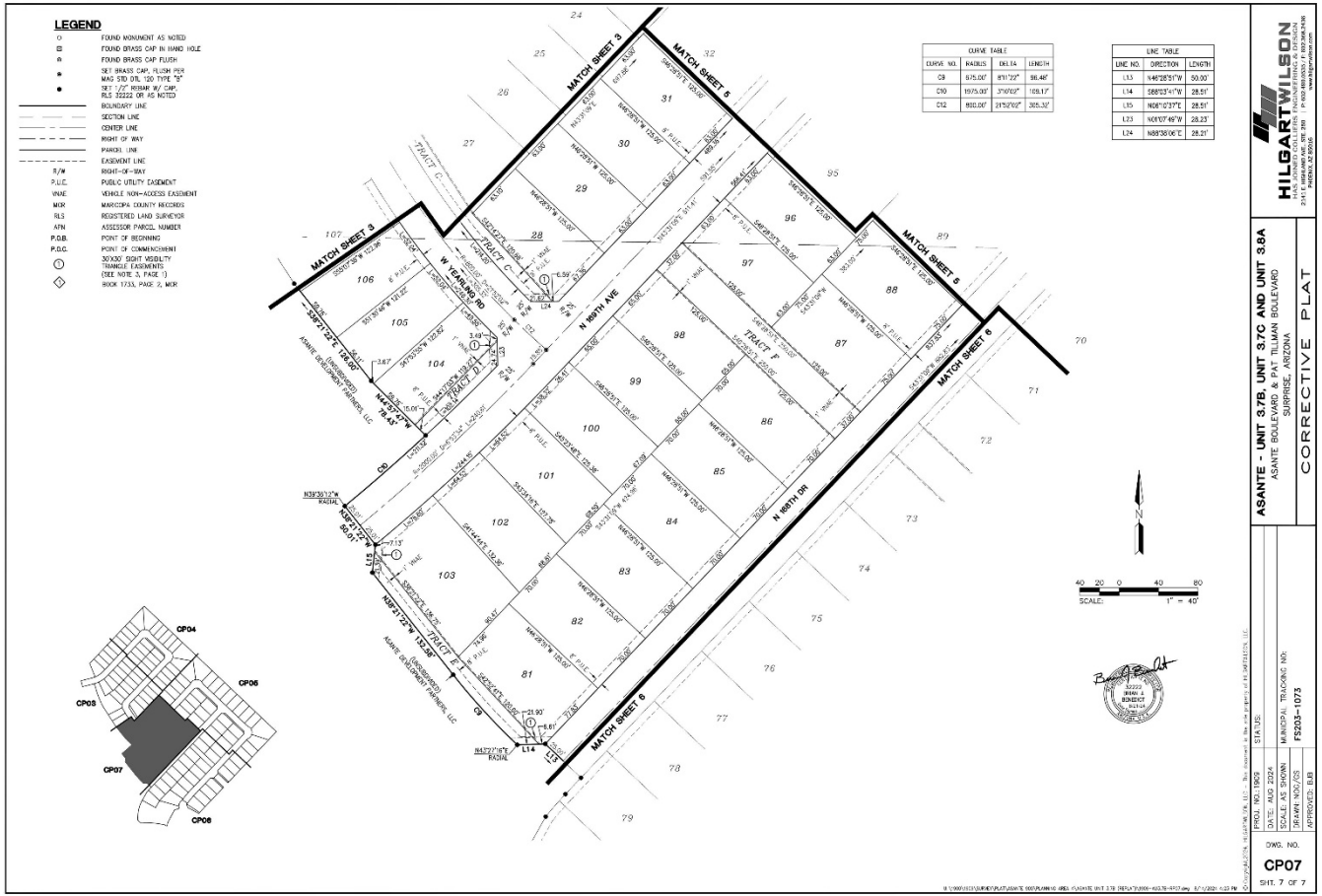


CORRECTIVE PLAT

CORRECTIVE PLAT

CORRECTIVE PLAT



CORRECTIVE PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Corrective Plat entitled, "Asante Unit 4.2" and dated September 12, 2024, a site generally located northwest of the corner of Happy Valley Rd. and 163rd Ave; Case FS23-0830.

Motion:
I move to approve the Corrective Plat entitled, "Asante Unit 4.2" and dated September 12, 2024; Case FS23-0830.

Background:
Julia Turpin of Atwell, LLC, seeks approval of a Final Plat of Asante Planning Area 4 Unit 4.2. The proposed Corrective Plat will correct street names for consistency with the City's roadway current alignment and addressing.

Objective Analysis:
The subject Corrective Plat meets the requirements of the Asante PAD, in addition to other requirements as set forth in the Surprise Municipal Code. All City reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:
This proposed Corrective Plat is consistent with the Surprise General Plan 2040, Asante PAD, and the Land Development Ordinance.

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

Budget Impact:
There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 000 - FS23-0830 Asante PA4 Unit 4.2 Corrective Plat- Staff Report
2. 01 – FS23-0830 Asante PA4 Unit 4.2 Corrective Plat – Vicinity Map
3. 02 – FS23-0830 Asante PA4 Unit 4.2 Corrective Plat – Zoning Map
4. 03 - FS23-0830 Asante PA4 Unit 4.2 Corrective Plat - Corrective Plat
5. 04 - FS23-0830 Asante PA4 Unit 4.2 Corrective Plat - Corrective Plat Exhibit
6. 05 – FS23-0830 Asante PA4 Unit 4.2 Corrective Plat – Luke Letter
7. FS23-0830 Asante PA4 Unit 4.2 Corrective Plat Presentation

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SURPRISE
ARIZONA

CORRECTIVE PLAT

REPORT TO CITY COUNCIL

Case:	**FS23-0830**
Project Name:	Asante PA4 Unit 4.2 – Corrective Plat
Council District:	1 - Acacia
City Council Date:	November 4, 2024
Planner:	Leslie Carnie, Planner II
Owner:	Asante Development Partners, LLC
Applicant:	Julia Turpin of Atwell, LLC
Request:	Corrective Plat to correct street names within Asante PA4 Unit 4.2.
Site Location:	Located west of the intersection of Happy Valley Road and 163rd Avenue.
Site Size:	18.20 Net Acres
Net Density:	7.47 Du/Ac
General Plan Conformance:	The proposed Final Plat is consistent with the Surprise General Plan 2040.

Findings:

- The proposed Corrective Plat is consistent with the Asante PAD.
- The proposed Corrective Plat is consistent with the Preliminary Plat, case FS22-1459.
- The proposed Corrective Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions:

Approve – Approval of the proposed Corrective Plat will allow the applicant the ability to correct the street names as proposed.

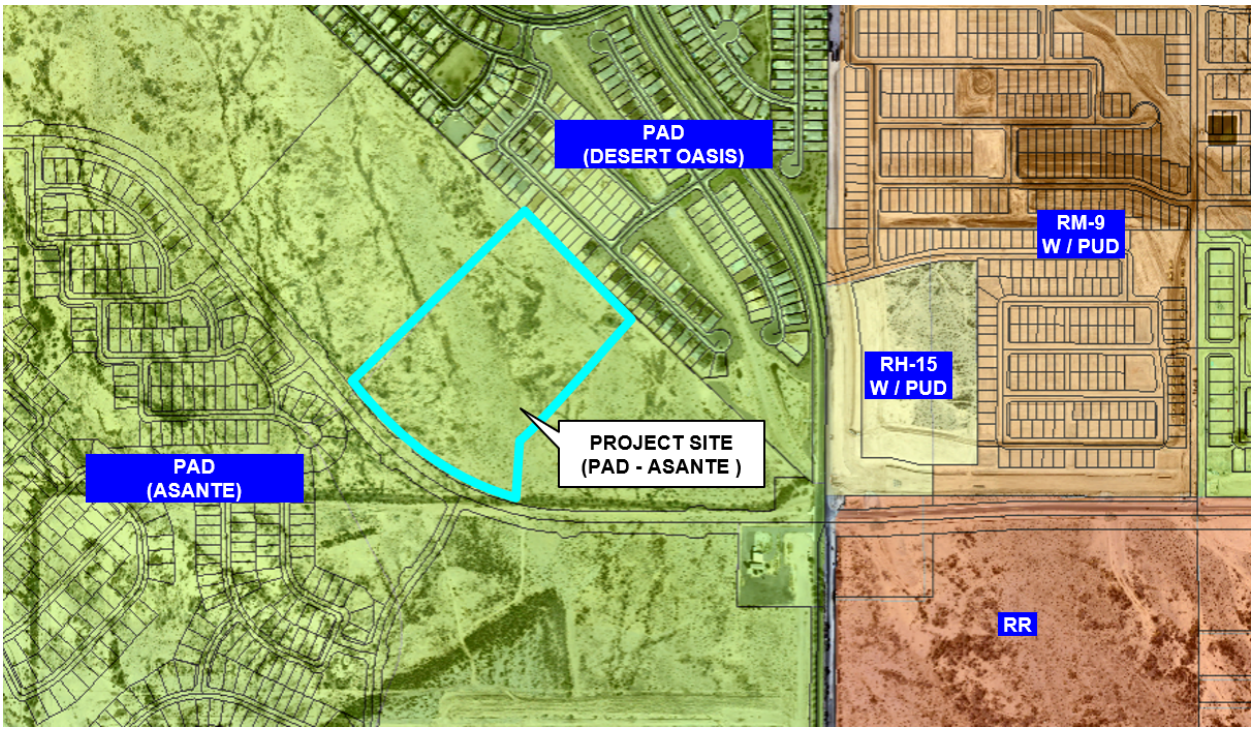
Deny – Denial of the requested Corrective Plat will prevent the applicant from correcting the street names as proposed.

PROJECT DESCRIPTION:

Julia Turpin of Atwell, LLC, seeks approval of a Final Plat of Asante Planning Area 4 Unit 4.2. The proposed Corrective Plat will correct street names for consistency with the city's roadway current alignment and addressing.

SURROUNDING LAND ZONING:

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



PAD – Asante	PAD – Desert Oasis	PAD – Asante
PAD – Asante	**PAD – Asante**	PAD – Asante
PAD – Asante	PAD – Asante	PAD – Asante

BACKGROUND:

November 3, 1988: The City Council approved the annexation (Ordinance 88-24) of the subject property.

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

August 29, 2022: A minor amendment to the Asante PAD was approved administratively under case FS22-0756 to modify street alignments, school and amenity site locations, and development standards.

August 15, 2023: A minor amendment to the Asante PAD approved administratively under case FS23-0574 to modify the development standards and typical layout for cluster lots.

September 7, 2023: The Planning and Zoning Commission approved a Preliminary Plat for Asante Planning Area 4 Unit 4.2 under case FS22-1459.

February 20, 2024: City Council approved the Final Plat for Asante Planning Area 4 Unit 4.2 under case FS24-0830.

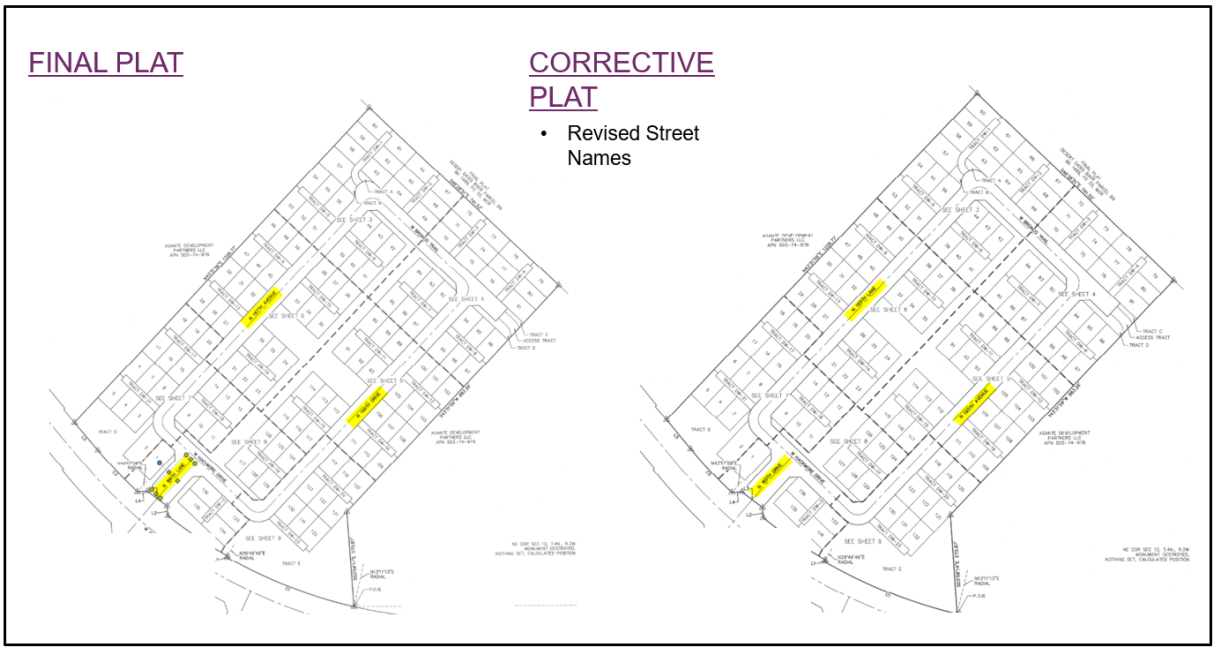
ANALYSIS AND DISCUSSION:

The subject request includes a Corrective Plat for Planning Area 4, Unit 4.2 within the Asante PAD. The Corrective Plat will correct the names of three local roadways within the two units. No changes are being made to the plat configuration or area calculations.

FINAL PLAT

CORRECTIVE PLAT

- Revised Street Names



Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise
School District:	Dysart Unified School District

Conformance with Adopted Plans:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 dwelling units/acre or more. At a net density of 7.47 dwelling units/acre, this development is consistent with the General Plan in this regard.

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

Summary:

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

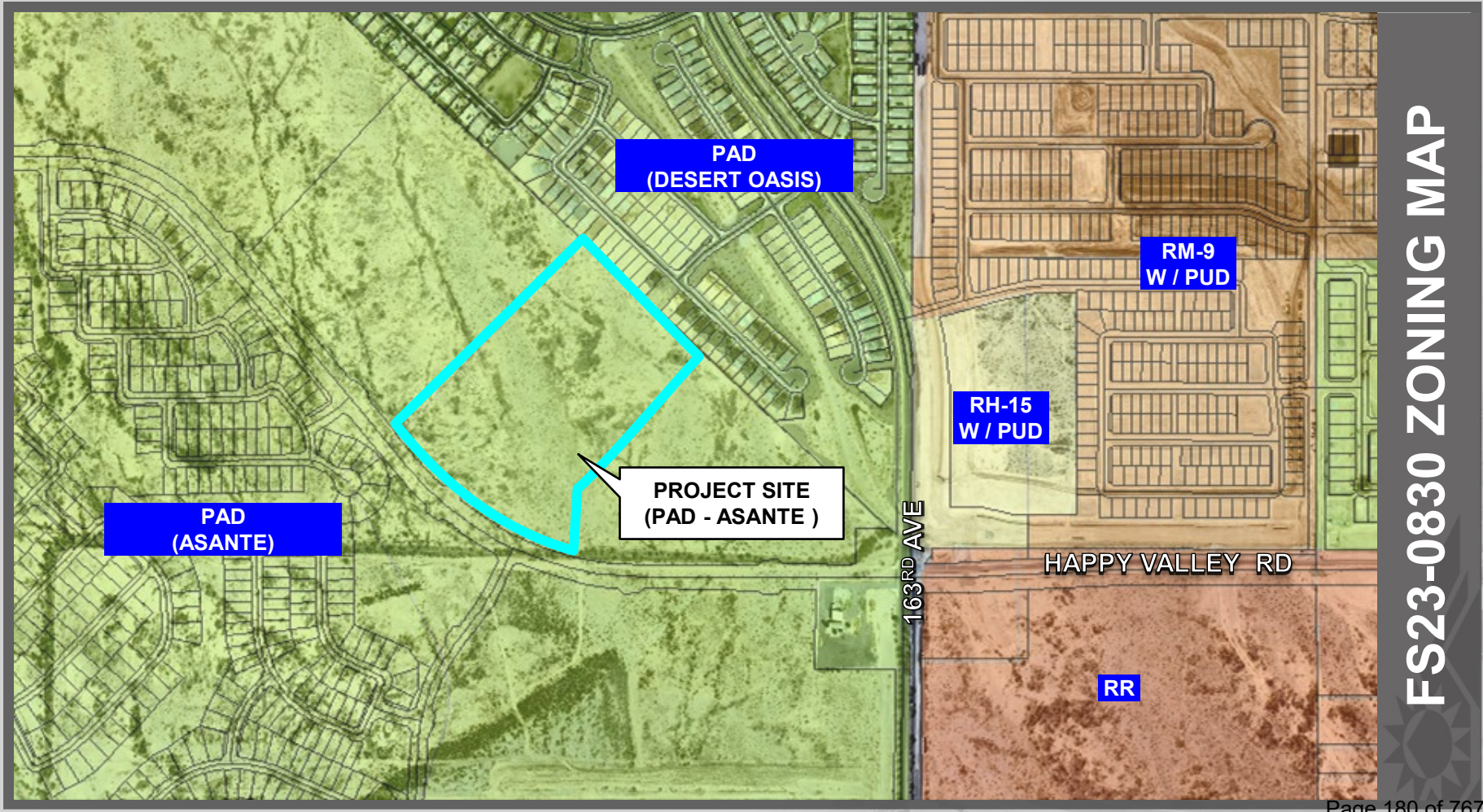
Findings:

- The proposed Corrective Plat is consistent with the Asante PAD.
- The proposed Corrective Plat is consistent with the Preliminary Plat, case FS22-1459.
- The proposed Corrective Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Attachments:

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

FS23-0830 VICINITY MAP


PAD
(DESERT OASIS)
RM-9
W / PUD
RH-15
W / PUD
PROJECT SITE
(PAD - ASANTE)
PAD
(ASANTE)
163RD AVE
HAPPY VALLEY RD
RR
FS23-0830 ZONING MAP

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CORRECTIVE PLAT
OF
ASANTE UNIT 4.2
SURPRISE, ARIZONA

A CORRECTIVE PLAT FOR THE FINAL PLAT OF ASANTE UNIT 4.2 RECORDED IN BOOK 1784, PAGE 43, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1 & THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA:)
) SS
COUNTY OF MARICOPA:)

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREINAFTER "OWNER", HAS SUBDIVIDED UNDER THE NAME "CORRECTIVE PLAT FOR ASANTE UNIT 4.2", A CORRECTIVE PLAT OF THE FINAL PLAT OF ASANTE UNIT 4.2, RECORDED IN BOOK 1784, PAGE 43, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1 & THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "CORRECTIVE PLAT FOR ASANTE UNIT 4.2" 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.
2. "OWNER" HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS–OF–WAY AS SHOWN ON THE FINAL PLAT.
3. OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.
4. "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE FINAL PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES AND EMERGENCY VEHICLES.
5. "OWNER" HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON–EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE FINAL PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.
6. "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON–EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.
7. "OWNER" HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS FINAL 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.
8. 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 FINAL PLAT OR ANY PARCEL THEREOF.
9. "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.
10. "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.
11. 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.
12. THE VEHICULAR NON ACCESS EASEMENTS " VNAE " ARE HEREBY DEDICATED TO THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS AND IS INTENDED TO PREVENT VEHICULAR TRAFFIC BETWEEN TRACTS AND LOTS WITH THE EXCEPTION OF PUBLIC UTILITY USES. SAID " VNAE " AS DEDICATED HEREON WILL CROSS PUBLIC UTILITY EASEMENTS "PUE" ALSO GRANTED HEREON, IN MULTIPLE LOCATIONS. THESE " VNAE " ARE NOT INTENDED TO PREVENT AUTHORIZED AGENTS OF THE PUBLIC UTILITY COMPANIES FROM CROSSING SAID " VNAE " DURING THE COURSE OF INSTALLATION, USE, MAINTENANCE AND REPAIR OF THE UTILITIES LOCATED IN SAID PUBLIC UTILITY EASEMENT "PUE".
13. "OWNER" HEREBY WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS FINAL PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS FINAL PLAT, HAS CONSENTED TO OR JOINED IN THIS FINAL PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDERS OFFICE OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS FINAL PLAT IS RECORDED.
14. ALL TRACTS ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
15. TRACTS PLATTED HEREON ARE DEDICATED FOR THE PURPOSES AS NOTED IN THE TRACT TABLE ON THIS FINAL PLAT AND SHALL BE MAINTAINED BY ASANTE PHASE 2 COMMUNITY ASSOCIATION.

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS_____ DAY OF _____, 2024.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

ITS: MANAGER

BY: _____

NAME: JEFF GUNDERSON

TITLE: VICE PRESIDENT

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA:)
) SS
COUNTY OF MARICOPA:)

ON THIS THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED JEFF GUNDERSON WHO ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGER OF ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

SHEET INDEX

DESCRIPTION	SHEET NO
COVER SHEET	1
KEY MAP, LEGAL DESCRIPTION	2
PLAT SHEETS	3–9

LENDERS CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ("LENDERS"), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220831563 O THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, OF ARIZONA ("DEED OF TRUST") AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST ("LENDERS' LIEN"), FOR AND BEHALF ON THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECORDATION OF THIS FINAL PLAT ("FINAL PLAT"), AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT–OF–WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECORDATION OF THIS FINAL PLAT, THE LENDERS LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT; WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECORDATION OF THIS FINAL PLAT; AND (S) AGREES THAT UPON THE RECORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: _____, 2024.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK AND TRUST

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT FOR LENDERS' CONSENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____PERSONALLY APPEARED
_____ _____, WHO PROVED TO ME ON THE BSIS OF SATISFACTORY EVIDENCE OF THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

ASANTE COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, AS THE DULY ELECTED PRESIDENT OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

BY: _____ ITS _____

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA:)
) SS
COUNTY OF MARICOPA:)

ON THIS _____ DAY OF _____, 2024, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AND THAT HE/SHE, AS _____, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ MY COMMISSION EXPIRES _____
NOTARY PUBLIC DATE

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED_____ _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.
THIS _____ DAY OF _____, 2024.

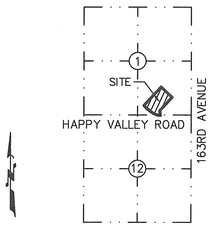
ATTEST:

_____ _____
MAYOR DATE

_____ _____
CITY CLERK DATE

OWNER

ASANTE DEVELOPMENT PARTNERS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
1665 W. ALAMEDA DRIVE SUITE 130
TEMPE, ARIZONA 85282
PHONE 480–322–6674
CONTACT: JOAN SCARBROUGH AND JORGE VILLASENOR
JOAN.SCARBROUGH@LENNAR.COM
JORGE.VILLASENOR@LENNAR.COM



N.T.S.
VICINITY MAP
SECTION 1 & 12, T.4N., R.2W.

RELEASE OF LIABILITY

1. ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT–OF–WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT–OF–WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT–OF WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.
2. ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED 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.
3. ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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.

100 YEAR ASSURED WATER SUPPLY LANGUAGE

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

GENERAL NOTES

1. PURPOSE OF CORRECTED PLAT IS TO MAKE CHANGES TO THE STREET NAMES PER CITY OF SURPRISE DIRECTION.
2. 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.
3. 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.
4. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT–OF–WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
5. SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY OF 2000 GPM @ 2 HOURS @ 20 PSI RESIDUAL.
6. NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. A PORTION OF THE PROPERTY IS LOCATED WITHIN THE AREA HAVING FLOOD ZONES "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAPS NO. 04013C1210L WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
8. IN ACCORDANCE WITH A.R.S. § 9–461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS FINAL PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
9. 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.
10. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS22–1459.

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN WHICH BEARS N00°45'20"E A DISTANCE OF 2634.06 FEET PER RECORDED DOCUMENT 87–117172 AND UNRECORDED ALTA SURVEY BY HILGART WILSON.

SURVEYOR'S CERTIFICATION

I, JAMES G. SPRING, PLS 22282, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF NINE SHEETS REPRESENTS A SURVEY PREPARED UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER 2024; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAMES G. SPRING, PLS 22282
ATWELL, LLC
4700 EAST SOUTHERN AVENUE
MESA, ARIZONA 85206

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

CASE NO. FS23–0830

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

COUNTY: MARICOPA
SECTION: 12
TOWNSHIP: 4 NORTH
RANGE: 2 WEST

CORRECTIVE PLAT
ASANTE UNIT 4.2
CITY OF SURPRISE, ARIZONA

SEPTEMBER 2024

REVISIONS:

ATWELL

PM. J. SPRING
DR. R. GILES
JOB NO. 22003507
N.T.S.

22003507 ASANTE 4.2 FP–CORRECTIVE PLAT.DWG

SHEET NO. 1 OF 9

K:\22003507\DWG\SURVEY\FINAL PLAT\4.2\22003507 ASANTE 4.2 FP–CORRECTIVE PLAT.DWG SAVEDATE:9/12/2024 7:01 AM PLOTDATE:9/12/2024 7:50 AM

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LEGAL DESCRIPTION

LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MONUMENT CAP FLUSH STAMPED CITY OF SURPRISE, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, FROM WHICH A FOUND MONUMENT CAP FLUSH STAMPED CITY OF SURPRISE, ACCEPTED AS THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, THEREOF BEARS S00°45'20"W A DISTANCE OF 2634.06 FEET;

THENCE, ALONG THE EAST LINE OF SAID SECTION 12, N00°44'56"E A DISTANCE OF 2603.38 FEET;

THENCE, LEAVING THE EAST LINE OF SAID SECTION 12, N90°00'00"W A DISTANCE OF 1515.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT ALSO BEING THE POINT OF BEGINNING;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 390.69 FEET, WITH A RADIUS OF 1345.00 FEET AND THE RADIAL BEARING OF N13°11'13"E AND A CENTRAL ANGLE OF 16°38'35";

THENCE, N29°49'49"E A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 205.21 FEET, WITH A RADIUS OF 1340.00 FEET AND THE RADIAL BEARING OF N29°49'49"E AND A CENTRAL ANGLE OF 08°46'28";

THENCE, N05°00'20"W A DISTANCE OF 27.81 FEET;

THENCE, N53°07'52"W A DISTANCE OF 70.18 FEET;

THENCE, S86°54'59"W A DISTANCE OF 27.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 163.90 FEET, WITH A RADIUS OF 1345.00 FEET AND THE RADIAL BEARING OF N43°17'59"E AND A CENTRAL ANGLE OF 06°58'55";

THENCE, N39°43'06"W A DISTANCE OF 104.30 FEET;

THENCE, N43°31'09"E A DISTANCE OF 1228.77 FEET;

THENCE, S46°28'51"E A DISTANCE OF 741.52 FEET;

THENCE, S43°31'09"W A DISTANCE OF 883.26 FEET;

THENCE, S03°58'14"E A DISTANCE OF 270.87 FEET TO THE POINT OF BEGINNING.

LANDSCAPE TRACT TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGE
ACCESS TRACT	1,718	0.04	EMERGENCY ACCESS, UTILITIES, PUE & WATER ESMT
TRACT A	670	0.02	DRAINAGE, OPEN SPACE, UTILITIES & PUE
TRACT B	1,012	0.02	DRAINAGE, OPEN SPACE, UTILITIES & PUE
TRACT C	787	0.02	DRAINAGE, OPEN SPACE, UTILITIES & PUE
TRACT D	2,613	0.06	DRAINAGE, OPEN SPACE, UTILITIES & PUE
TRACT E	62,901	1.44	DRAINAGE, OPEN SPACE, UTILITIES & PUE
TRACT F	76,395	1.75	DRAINAGE, OPEN SPACE, UTILITIES & PUE
TRACT G	25,512	0.59	DRAINAGE, OPEN SPACE, UTILITIES & PUE
TOTAL	171,608	3.94	

DRIVEWAY TRACT TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGE
TRACT DW-1	3,718	0.09	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-2	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-3	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-4	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-5	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-6	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-7	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-8	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-9	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-10	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-11	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-12	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-13	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-14	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-15	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-16	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-17	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-18	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-19	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-20	2,648	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-21	2,656	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-22	1,728	0.04	PRIVATE DRIVEWAY, UTILITIES & PUE
TRACT DW-23	2,656	0.06	PRIVATE DRIVEWAY, UTILITIES & PUE
TOTAL	61,077	1.40	

LEGEND

	SUBDIVISION BOUNDARY
	PROPOSED RIGHT OF WAY LINE
	EXISTING RIGHT OF WAY LINE
	CENTERLINE
	PROPOSED EASEMENT LINE
	SECTION LINE
20' TRACT*	20' PRIVATE DRIVE INGRESS-EGRESS, DRAINAGE ESMT, AND WATER-SEWER ESMT
▲	SUBDIVISION CORNER TO BE SET
○	FOUND MONUMENT AS NOTED
◉	CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARDS)
①	20'x20' SIGHT VISIBILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
MCR	MARICOPA COUNTY RECORDER
R/W	RIGHT-OF-WAY
D	DELTA
C1	CURVE TABLE NUMBER
L1	LINE TABLE NUMBER
	RIGHT OF WAY PER BK 1733, PG 02, MCR

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N29°49'49"E	5.00'
L2	N05°00'20"W	27.81'
L3	N53°07'52"W	70.18'
L4	S86°54'59"W	27.81'
L5	S39°43'06"E	104.30'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	390.69'	1345.00'	016°38'35"
C2	205.21'	1340.00'	008°46'28"
C3	163.90'	1345.00'	006°58'55"

AREA CALCULATIONS

LANDSCAPE TRACTS	171,608 SQ.FT.	3.94 AC
LOT AREA (LOTS 1-136)	559,991 SQ.FT.	12.86 AC
RIGHT OF WAY	143,865 SQ.FT.	3.30 AC
DRIVEWAY TRACT	61,077 SQ.FT.	1.40 AC
TOTAL	936,541 SQ.FT.	21.50 AC

OPEN SPACE TABLE		
TYPE	ACREAGE	PERCENTAGE OF TOTAL OPEN SPACE
ACTIVE	0.67	17.00%
PASSIVE	3.27	83.00%
TOTAL	3.94	100.00%
% OF TOTAL OPEN SPACE IN PLAT 18.32%		

SITE DATA

GROSS SITE AREA	21.50 ACRES
RIGHT OF WAY	3.30 ACRES
NET SITE AREA	18.20 ACRES
NUMBER OF LOTS	136 LOTS
NET DENSITY	7.47 DU/AC
ARTERIAL RIGHT OF WAY	0.00 ACRES
ZONING	PAD

PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 22282 JAMES G. SPRING Date Signed 7/26/24 ARIZONA, U.S.A.

CASE NO. FS23-0830

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

COUNTY: MARICOPA | SECTION: 12 | TOWNSHIP: 4 NORTH | RANGE: 2 WEST

RE-PLAT
RE-PLAT OF
ASANTE UNIT 4.2 FINAL PLAT
RECORDED IN BOOK 1784, PAGE 43, MCR
CITY OF SURPRISE, ARIZONA

JULY 2024

REVISIONS:

ATWELL

PM. J. SPRING
DR. R. GILES
JOB NO. 22003507
SCALE 0 40 80
1" = 80 FEET
22003507 ASANTE 4.2 FP-RE-PLAT.DWG
SHEET NO. 2 OF 9

K:\22003507\DWG\SURVEY\FINAL PLAT\4.2\22003507 ASANTE 4.2 FP-RE-PLAT.DWG SAVEDATE:7/25/2024 12:03 PM PLOTDATE:7/25/2024 12:05 PM

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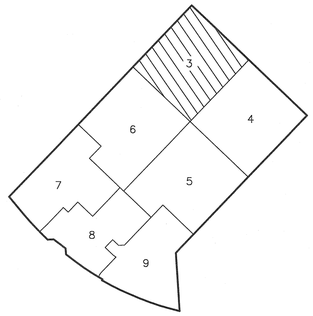
LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
39	4182	0.096	58	4182	0.096
40	3772	0.087	59	3772	0.087
41	4246	0.097	60	4246	0.097
42	4246	0.097	61	4246	0.097
43	3772	0.087	62	3772	0.087
44	4169	0.096	63	4182	0.096
51	4182	0.096	64	4182	0.096
52	3772	0.087	65	3772	0.087
53	4246	0.097	66	4246	0.097
54	4246	0.097	67	4246	0.097
55	3772	0.087	68	3772	0.087
56	4162	0.096	69	4182	0.096
57	5945	0.136			

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N43°31'09"E	14.58'	L8	N43°31'09"E	20.00'
L2	N46°28'51"W	20.00'	L9	N43°31'09"E	20.00'
L3	N46°28'51"W	82.00'	L10	N46°28'51"W	14.58'
L4	S46°28'51"E	8.87'	L11	N88°31'09"E	28.28'
L5	S46°28'51"E	5.86'	L12	N46°28'51"W	20.00'
L6	N43°31'09"E	34.60'	L13	N43°31'09"E	14.58'
L7	N46°28'51"W	14.58'			

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	31.42'	20.00'	090°00'00"
C2	62.83'	40.00'	090°00'00"
C3	84.03'	35.00'	137°33'03"
C4	20.75'	25.00'	047°33'03"
C5	54.98'	35.00'	090°00'00"



SITE KEY MAP

CASE NO. FS23-0830

ATWELL
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480.218.8831

COUNTY: MARICOPA
SECTION: 12
TOWNSHIP: 4 NORTH
RANGE: 2 WEST

RE-PLAT
RE-PLAT OF
ASANTE UNIT 4.2 FINAL PLAT
RECORDED IN BOOK 1784, PAGE 43, MCR
CITY OF SURPRISE, ARIZONA

JULY 2024

REVISIONS:

ATWELL

PM. J. SPRING
DR. R. GILES
JOB NO. 22003507
SCALE 0 15 30
1" = 30 FEET

22003507 ASANTE 4.2 FP-RE-PLAT.DWG

SHEET NO. 3 OF 9

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LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
70	4182	0.096	82	4170	0.096
71	3772	0.087	83	3772	0.087
72	4246	0.097	84	4246	0.097
73	4246	0.097	85	4246	0.097
74	3772	0.087	86	3772	0.087
75	4182	0.096	87	4182	0.096
76	4182	0.096	94	4170	0.096
77	3772	0.087	95	3772	0.087
78	4246	0.097	96	4246	0.097
79	4522	0.104	97	4246	0.097
80	4026	0.092	98	3772	0.087
81	4463	0.102	99	4182	0.096

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L14	N43°31'09"E	14.58'	L21	N46°28'51"W	87.52'
L15	N46°28'51"W	20.00'	L22	N88°31'09"E	28.28'
L16	N43°31'09"E	14.58'	L23	N01°28'51"W	28.28'
L17	N46°28'51"W	20.00'	L24	N46°28'51"W	14.58'
L18	N43°31'09"E	50.00'	L25	N43°31'09"E	20.00'
L19	S46°28'51"E	38.00'	L26	N43°31'09"E	20.00'
L20	N46°28'51"W	32.00'	L27	N46°28'51"W	14.58'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C6	24.84'	55.00'	025°52'20"
C7	36.04'	35.00'	058°59'50"
C8	54.98'	35.00'	090°00'00"

SITE KEY MAP

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RANGE: 2 WEST

RE-PLAT
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CITY OF SURPRISE, ARIZONA

JULY 2024

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DR. R. GILES
JOB NO. 22003507
SCALE 0 15 30
1" = 30 FEET
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SHEET NO. 4 OF 9

PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 22282 JAMES G. SPRING Date Signed 7/26/24 ARIZONA, U.S.A.

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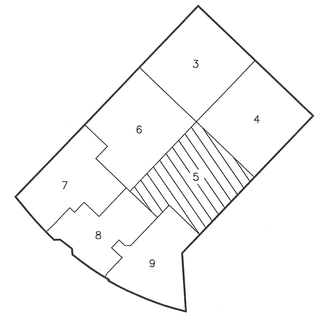
LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
88	4182	0.096	106	4182	0.096
89	3772	0.087	107	3772	0.087
90	4246	0.097	108	4246	0.097
91	4246	0.097	109	4246	0.097
92	3772	0.087	110	3772	0.087
93	4182	0.096	111	4182	0.096
100	4182	0.096	112	4182	0.096
101	3772	0.087	113	3772	0.087
102	4246	0.097	114	4246	0.097
103	4246	0.097	115	4246	0.097
104	3772	0.087	116	3772	0.087
105	4182	0.096	117	4182	0.096

LINE TABLE		
LINE #	DIRECTION	LENGTH
L28	N46°28'51"W	14.58'
L29	N43°31'09"E	20.00'
L30	N46°28'51"W	14.58'
L31	N43°31'09"E	20.00'
L32	N46°28'51"W	14.58'
L33	N43°31'09"E	20.00'
L34	N46°28'51"W	14.58'
L35	N43°31'09"E	20.00'



SITE KEY MAP

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RANGE: 2 WEST

RE-PLAT
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ASANTE UNIT 4.2 FINAL PLAT
RECORDED IN BOOK 1784, PAGE 43, MCR
CITY OF SURPRISE, ARIZONA

JULY 2024

REVISIONS:

ATWELL

PM. J. SPRING
DR. R. GILES
JOB NO. 22003507
SCALE 0 15 30
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SHEET NO. 5 OF 9

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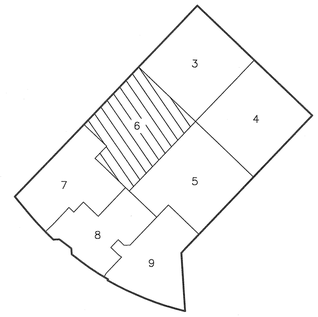
LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
21	4182	0.096	33	4182	0.096
22	3772	0.087	34	3772	0.087
23	4246	0.097	35	4246	0.097
24	4246	0.097	36	4246	0.097
25	3772	0.087	37	3772	0.087
26	4182	0.096	38	4182	0.096
27	4182	0.096	45	4182	0.096
28	3772	0.087	46	3772	0.087
29	4246	0.097	47	4246	0.097
30	4246	0.097	48	4246	0.097
31	3772	0.087	49	3772	0.087
32	4182	0.096	50	4182	0.096

LINE TABLE		
LINE #	DIRECTION	LENGTH
L36	N43°31'09"E	20.00'
L37	N46°28'51"W	14.58'
L38	N43°31'09"E	20.00'
L39	N46°28'51"W	14.58'
L40	N46°28'51"W	14.58'
L41	N43°31'09"E	20.00'
L42	N46°28'51"W	14.58'
L43	N43°31'09"E	20.00'



SITE KEY MAP

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RE-PLAT
RE-PLAT OF
ASANTE UNIT 4.2 FINAL PLAT
RECORDED IN BOOK 1784, PAGE 43, MCR
CITY OF SURPRISE, ARIZONA

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JOB NO. 22003507
SCALE 0 15 30
1" = 30 FEET
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SHEET NO. 6 OF 9

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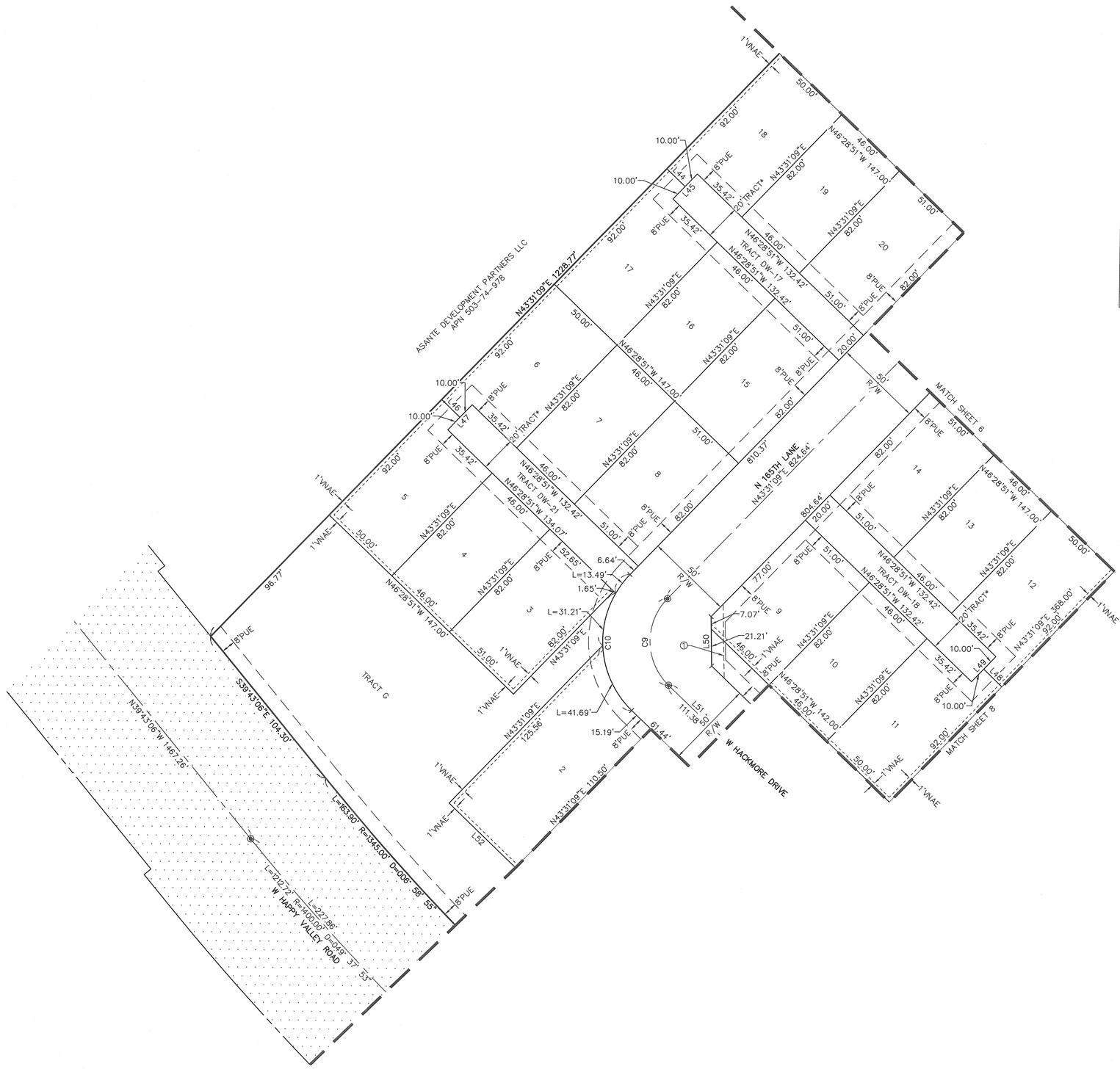
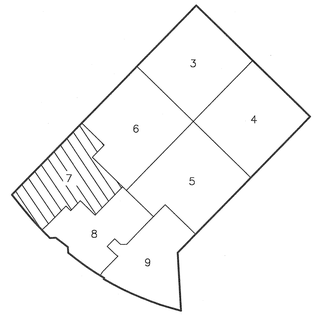


LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
2	6034	0.139	12	4246	0.097
3	4182	0.096	13	3772	0.087
4	3772	0.087	14	4182	0.096
5	4246	0.097	15	4182	0.096
6	4246	0.097	16	3772	0.087
7	3772	0.087	17	4246	0.097
8	4182	0.096	18	4246	0.097
9	4169	0.096	19	3772	0.087
10	3772	0.087	20	4182	0.096
11	4246	0.097			

LINE TABLE		
LINE #	DIRECTION	LENGTH
L44	N46°28'51"W	14.58'
L45	N43°31'09"E	20.00'
L46	N46°28'51"W	14.58'
L47	N43°31'09"E	20.00'
L48	N46°28'51"W	14.58'
L49	N43°31'09"E	20.00'
L50	N01°28'51"W	28.28'
L51	N46°28'51"W	327.52'
L52	N46°28'51"W	106.00'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C9	54.98'	35.00'	090°00'00"
C10	86.39'	55.00'	090°00'00"



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RE-PLAT

RE-PLAT OF
ASANTE UNIT 4.2 FINAL PLAT
RECORDED IN BOOK 1784, PAGE 43, MCR
CITY OF SURPRISE, ARIZONA

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1" = 30 FEET

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SHEET NO. 7 OF 9

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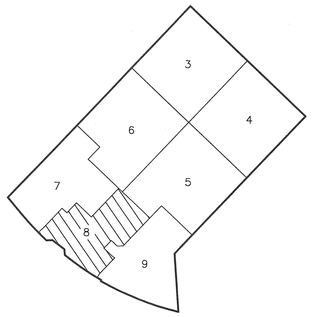
LOT TABLE		
LOT	AREA SQ FT	AREA ACRES
1	5834	0.134
124	4182	0.096
125	3772	0.087
126	4246	0.097
127	4246	0.097
128	3772	0.087
129	4169	0.096
133	4191	0.096
134	4246	0.097
135	4246	0.097
136	4175	0.096

LINE TABLE		
LINE #	DIRECTION	LENGTH
L53	N46°28'51"W	14.58'
L54	N43°31'09"E	20.00'
L55	N88°37'07"E	28.33'
L56	N43°31'09"E	43.55'
L57	N01°23'03"W	28.24'
L58	N46°28'51"W	106.00'
L59	N86°54'59"E	27.81'
L60	S53°07'52"E	70.18'
L61	S05°00'20"E	27.81'
L62	S40°57'24"W	4.16'
L63	N43°31'09"E	14.58'
L64	N46°28'51"W	20.00'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C11	111.93'	2535.00'	002°31'48"
C12	111.82'	2500.00'	002°33'46"
C13	108.80'	2465.00'	002°31'44"
C14	163.90'	1345.00'	006°58'55"



SITE KEY MAP

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G. SPRING
Date Signed 7/26/24
ARIZONA U.S.A.

CASE NO. FS23-0830

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RE-PLAT OF
RE-PLAT OF ASANTE UNIT 4.2 FINAL PLAT
ASANTE UNIT 4.2 FINAL PLAT
RECORDED IN BOOK 1784, PAGE 43, MCR
CITY OF SURPRISE, ARIZONA

JULY 2024

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DR. R. GILES
JOB NO.
22003507

SCALE 0 15 30
1" = 30 FEET

22003507 ASANTE 4.2 FP-RE-PLAT.DWG

SHEET NO.
8 OF 9

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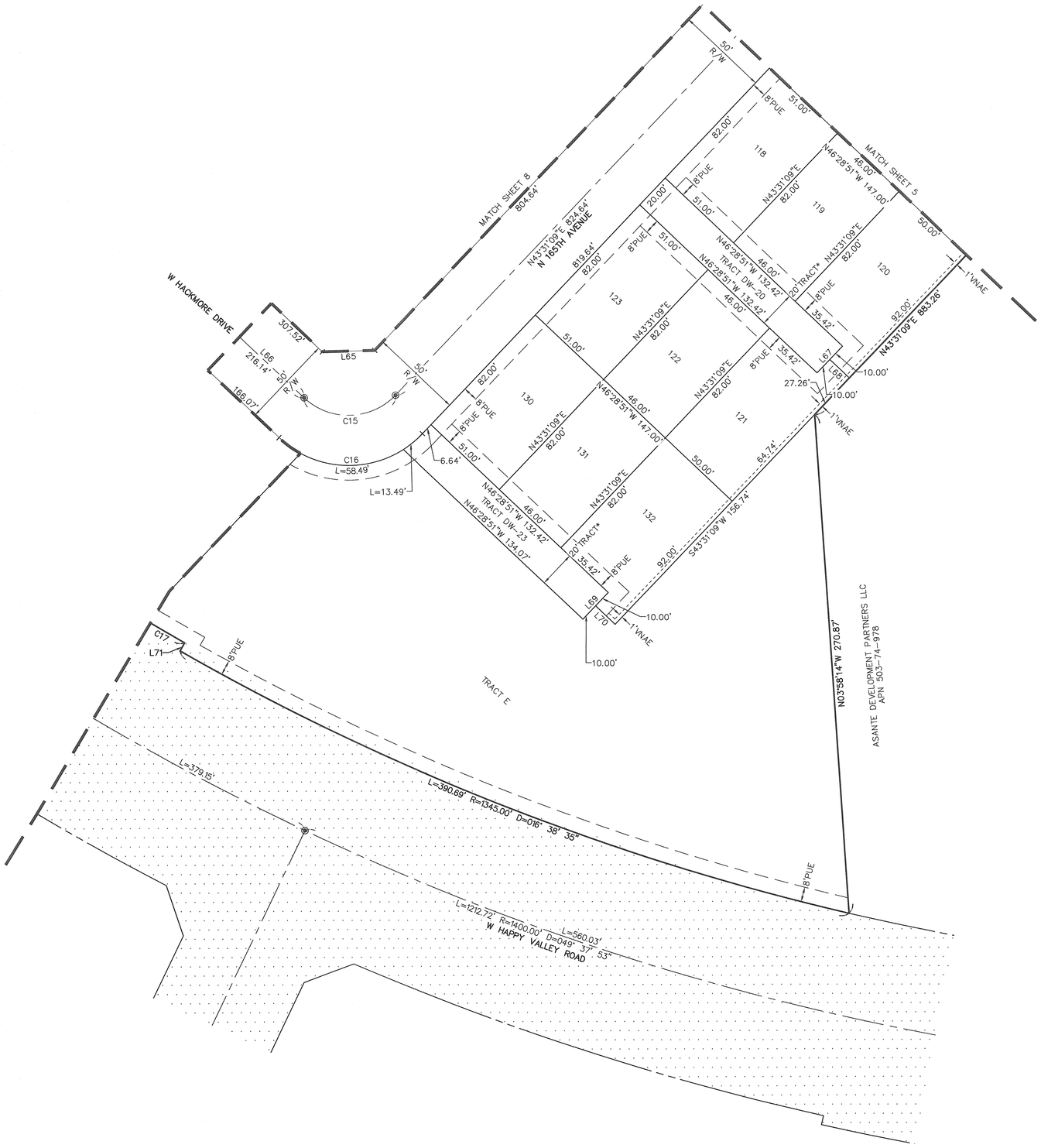
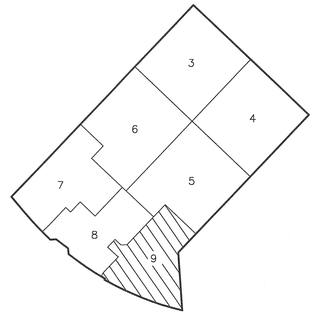


LOT TABLE		
LOT	AREA SQ FT	AREA ACRES
118	4182	0.096
119	3772	0.087
120	4246	0.097
121	4246	0.097
122	3772	0.087
123	4182	0.096
130	4182	0.096
131	3772	0.087
132	4246	0.097

LINE TABLE		
LINE #	DIRECTION	LENGTH
L65	N88°31'09"E	28.28'
L66	N46°28'51"W	327.52'
L67	N43°31'09"E	20.00'
L68	N46°28'51"W	14.58'
L69	N43°31'09"E	20.00'
L70	N46°28'51"W	14.58'
L71	S29°49'49"W	5.00'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C15	54.98'	35.00'	090°00'00"
C16	86.39'	55.00'	090°00'00"
C17	205.21'	1340.00'	008°46'28"



SITE KEY MAP

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22282
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Date Signed 7/24/24
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SHEET NO. 9 OF 9

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CORRECTIVE PLAT EXHIBIT

FINAL PLAT

CORRECTIVE PLAT

- Revised Street Names

From:	RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE
To:	Nichole Flores
Cc:	56 FW/CIT Community Initiative
Subject:	RE: FS23-0830 Asante JV Unit 4.2 Final Plat - New Digital Submittal 09.12.23
Date:	Monday, September 18, 2023 2:31:50 PM

*****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,

Thank you for the opportunity to provide comments on the final site application for the Asante JV Unit 4.2 Final Plat. A concept review for this parcel was not previously received. Per the site plan provided, the proposed development is located on approximately 21.50 acres and is generally located near 163rd Avenue and Happy Valley Road in Surprise, AZ. The application requests 136 residential single-family lots. The site is 3.07 miles outside the Luke AFB Aux-1 2004 65 Ldn, "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles. The proposal for the property as stated in the narrative, consisting of 6.33 du/ac on the property meets the GDC due to being outside of the 3-mile boundary.

As described in the application, this project will not negatively impact the flying operations at Luke AFB. Since the site will be located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights per day. We also recommend a strong notification program on the part of the applicant to inform any potential occupant(s) about Luke AFB operations.

Respectfully,

Jenn Rahn
Senior Planner, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-9981
DSN: 896-9981

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Tuesday, September 12, 2023 10:44 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Aspasia Angelou (Nadaburg School District) <aangelou@nadaburgsd.org>; Barbara J Remondini, Ph.D. (Wickenburg School District) <bremondini@wusd9.org>; Bryce Christo (bchristo@cityofelmirage.org) <bchristo@cityofelmirage.org>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Darren V Gerard (Maricopa County Planning) <Darren.Gerard@maricopa.gov>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Douglas Kirkland (Epcor) <dkirkland@epcor.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Gregory McDowell (MCDOT) <Gregory.McDowell@maricopa.gov>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; RAHN, JENNIFER L CIV USAF AETC 56 FW/CVE <jennifer.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>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Rovell Foggy (Liberty Utilities) <Rovell.Foggy@libertyutilities.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Cc: Tierney Farago <Tierney.Farago@surpriseaz.gov>
Subject: [Non-DoD Source] FS23-0830 Asante JV Unit 4.2 Final Plat - New Digital Submittal 09.12.23

Good morning,

Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores
Planning Project Coordinator
City of Surprise | Community Development
16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3244 Direct
Effective 6/26/23, we are now using Camino (https://app.oncamino.com/surprise-az/login) for ALL submittals.
Please note effective August 3, 2022, we will be adding a 2-business day out-processing for ALL notices

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received

this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
0.1

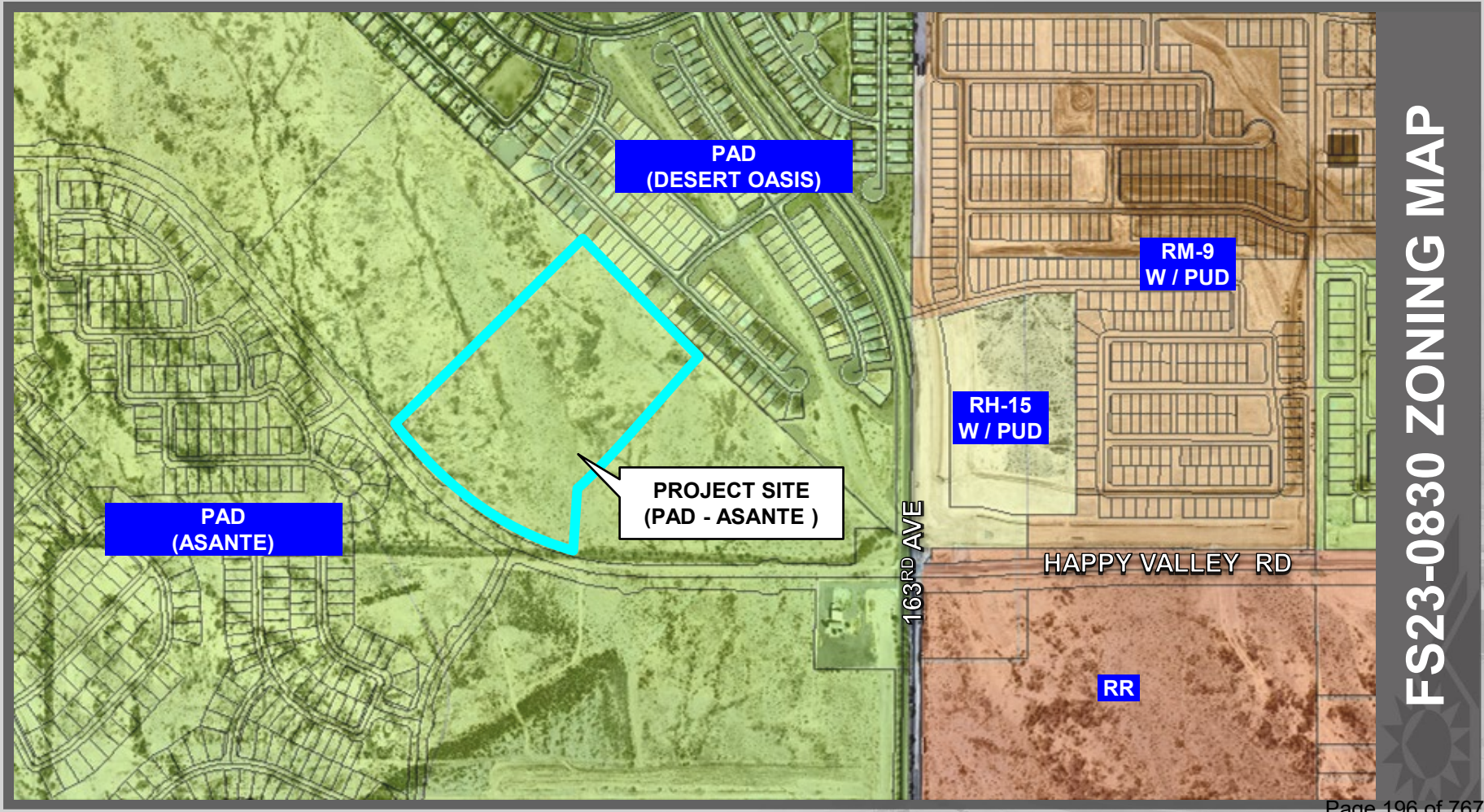
SURPRISE
ARIZONA

FS23-0830
Asante Unit 4.2
Corrective Plat

City Council

November 4, 2024

FS23-0830 VICINITY MAP



FS23-0830 ZONING MAP

FINAL PLAT

CORRECTIVE PLAT

- Revised Street Names

CORRECTIVE PLAT EXHIBIT

CORRECTIVE PLAT
OF
ASANTE UNIT 4.2
SURPRISE, ARIZONA

A CORRECTIVE PLAT FOR THE FINAL PLAT OF ASANTE UNIT 4.2 RECORDED IN BOOK 1784, PAGE 43, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1 & THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREINAFTER "OWNER", HAS SUBDIVIDED UNDER THE NAME "CORRECTIVE PLAT FOR ASANTE UNIT 4.2", A CORRECTIVE PLAT OF THE FINAL PLAT OF ASANTE UNIT 4.2, RECORDED IN BOOK 1784, PAGE 43, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1 & THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "CORRECTIVE PLAT FOR ASANTE UNIT 4.2" 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.
2. "OWNER" HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE FINAL PLAT.
3. OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.
4. "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE FINAL PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES AND EMERGENCY SERVICES.
5. "OWNER" HEREBY GRANTS TO THE PUBLIC A PERPETUAL, NON-EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE FINAL PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.
6. "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.
7. "OWNER" HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS FINAL 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.
8. 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 FINAL PLAT OR ANY PARCEL OR LOT THEREOF.
9. "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.
10. "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.
11. ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY "OWNER" WITHIN THE PUBLIC RIGHTS-OF-WAY, 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.
12. THE VEHICULAR NON ACCESS EASEMENTS ("VNAE") ARE HEREBY DEDICATED TO THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS AND IS INTENDED TO PREVENT VEHICULAR TRAFFIC BETWEEN TRACTS AND LOTS WITH THE EXCEPTION OF PUBLIC UTILITY USES. SAID "VNAE" AS DEDICATED HEREON WILL CROSS PUBLIC UTILITY EASEMENTS "PUE" ALSO GRANTED HEREON, IN MULTIPLE LOCATIONS. THESE "VNAE" ARE NOT INTENDED TO PREVENT AUTHORIZED AGENTS OF THE PUBLIC UTILITY COMPANIES FROM CROSSING SAID "VNAE" DURING THE COURSE OF INSTALLATION, USE, MAINTENANCE AND REPAIR OF THE UTILITIES LOCATED IN SAID PUBLIC UTILITY EASEMENT "PUE".
13. "OWNER" HEREBY WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS FINAL PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ANTERIOR TO OR INCONSISTENT WITH THE FOREGOING DEDICATION OR ANY OTHER SEAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS FINAL PLAT, HAS CONSENTED TO OR JOINED IN THIS FINAL PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS FINAL PLAT IS RECORDED.
14. ALL TRACTS ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
15. TRACTS PLATTED HEREON ARE DEDICATED FOR THE PURPOSES AS NOTED IN THE TRACT TABLE ON THIS FINAL PLAT AND SHALL BE MAINTAINED BY ASANTE PHASE 2 COMMUNITY ASSOCIATION.

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS_____ DAY OF _____, 2024.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

ITS: MANAGER

BY: _____

NAME: JEFF GUNDERSON

TITLE: VICE PRESIDENT

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED JEFF GUNDERSON WHO ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGER OF ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ NOTARY PUBLIC

_____ MY COMMISSION EXPIRES

SHEET INDEX

DESCRIPTION	SHEET NO
COVER SHEET	1
KEY MAP, LEGAL DESCRIPTION	2
PLAT SHEETS	3–9

OWNER

ASANTE DEVELOPMENT PARTNERS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
1895 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282
PHONE 480-329 5674
CONTACT: JOAN SCARBROUGH AND
JORGE VILLASENOR
JOAN.SCARBROUGH@LENNAR.COM
JORGE.VILLASENOR@LENNAR.COM

N.T.S.
VICINITY MAP
SECTION 1 & 12, T.4N., R.2W.

RELEASE OF LIABILITY

1. ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY OF SURPRISE.
2. ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED 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.
3. ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY AND ALL 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 FLYING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM 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 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 MAY NOT BE RELEASED OR MODIFIED BY RECORDATION OF THIS FINAL PLAT AND (3) AGREES THAT UPON THE RECORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

LENDERS CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST (LENDERS"), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 15, 2023, AT DOCUMENT NO. 20230819363 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, OF ARIZONA ("DEED OF TRUST") AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST ("LENDERS' LIEN"), FOR AND BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECORDATION OF THIS FINAL PLAT ("FINAL PLAT"), AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT-OF-WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT, (B) AGREES THAT, UPON THE RECORDATION OF THIS FINAL PLAT, THE LENDERS LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT, WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECORDATION OF THIS FINAL PLAT, AND (C) AGREES THAT UPON THE RECORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: _____, 2024.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK AND TRUST

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT FOR LENDERS' CONSENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____ WHO PROVES TO ME ON THE BASIS OF SATISFACTORY EVIDENCE OF THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. PERSONALLY APPEARED

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

ASANTE COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, AS THE DULY ELECTED PRESIDENT OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

BY: _____ ITS _____

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS _____ DAY OF _____, 2024, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AND THAT HE/SHE/ AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ MY COMMISSION EXPIRES _____

NOTARY PUBLIC DATE

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ _____

CITY ENGINEER DATE

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

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN WHICH BEARS N00°48'30"E A DISTANCE OF 2634.06 FEET PER RECORDED DOCUMENT 87-177172 AND UNRECORDED ALTA SURVEY BY HILGART WILSON.

SURVEYOR'S CERTIFICATION

I, JAMES G. SPRING, PLS 22282, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF NINE SHEETS REPRESENTS A SURVEY PREPARED UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER 2024; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAMES G. SPRING, PLS 22282
ATWELL LLC
4700 EAST SOUTHERN AVENUE
MESA, ARIZONA 85206

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

CASE NO. PS23-0830

ATWELL
602.952.8200 www.atwell-group.com
4700 E. SOUTHERN AVE.
MESA, AZ 85206

CORRECTIVE PLAT
ASANTE UNIT 4.2
CITY OF SURPRISE, ARIZONA
COUNTY MARICOPA
SECTION 12
TOWNSHIP 4 NORTH
RANGE 2 WEST
SEPTEMBER 2024
REVISIONS

ATWELL
FM: J. SPRING
DR: R. GILES
JOB NO. 22003507
N.T.S.

SHEET NO. 1 OF 9

CORRECTIVE PLAT

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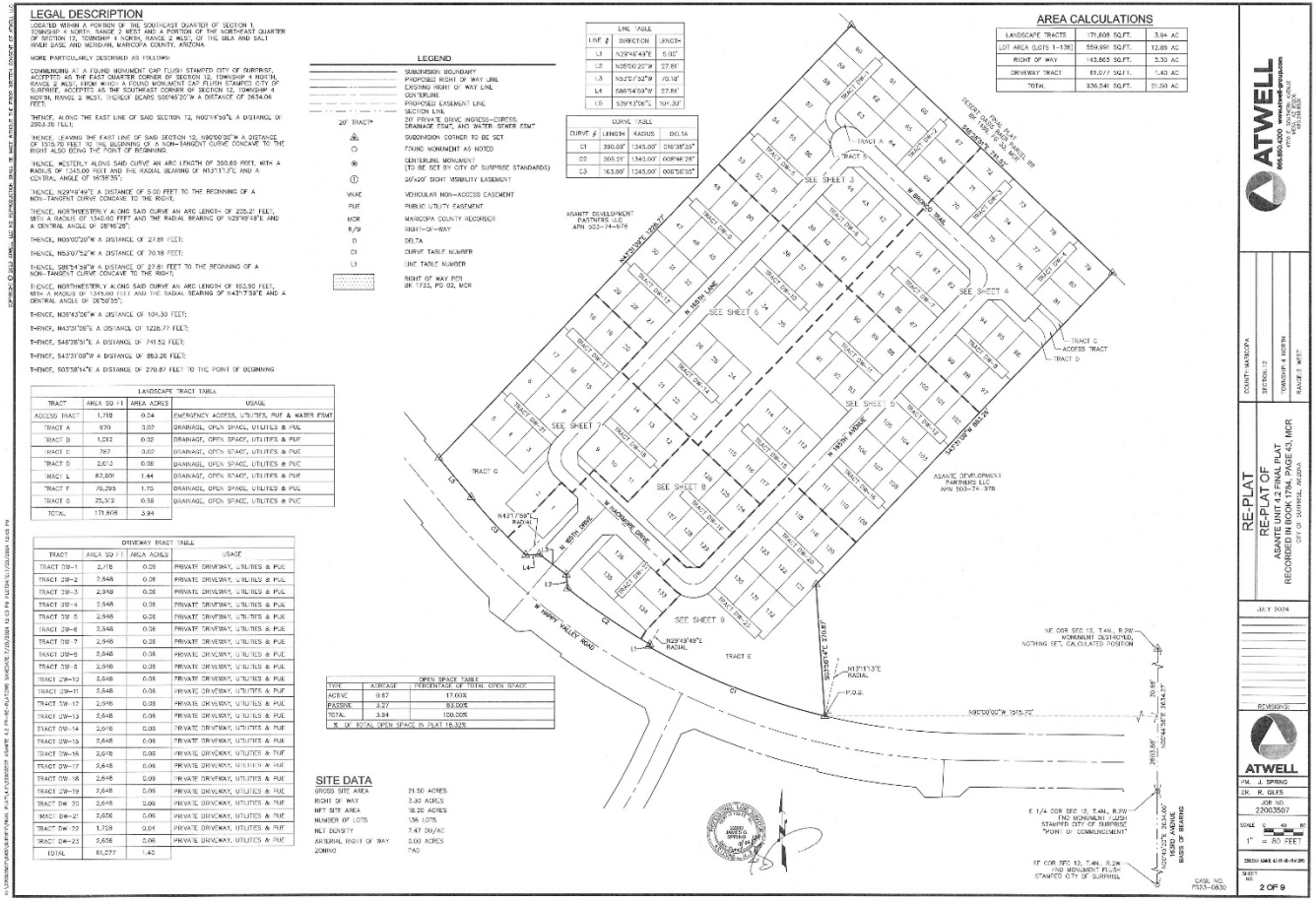
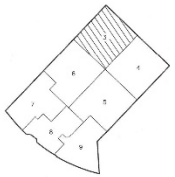


CORRECTIVE PLAT

LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
29	4182	0.096	58	4182	0.096
45	3772	0.087	59	3772	0.087
46	4218	0.097	60	4218	0.097
47	4246	0.097	61	4246	0.097
48	3772	0.087	62	3772	0.087
49	4169	0.096	63	4182	0.096
50	4182	0.096	64	4182	0.096
52	3772	0.087	65	3772	0.087
53	4246	0.097	66	4246	0.097
54	4218	0.097	67	4218	0.097
55	3772	0.087	68	3772	0.087
56	4182	0.096	69	4182	0.096
57	5643	0.130			

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	N43°31'38"E	14.58'	L8	N43°31'00"E	20.00'
L2	N46°28'51"W	20.00'	L9	N43°31'00"E	20.00'
L3	N46°28'51"W	62.00'	L10	N46°28'51"W	14.58'
L4	S46°28'51"E	8.87'	L11	N88°31'00"E	28.58'
L5	S46°28'51"E	5.86'	L12	N46°28'51"W	20.00'
L6	N43°31'00"E	34.00'	L13	N43°31'00"E	14.58'
L7	N46°28'51"W	14.58'			

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	31.42'	20.00'	090°00'00"
C2	62.83'	40.00'	090°00'00"
C3	84.23'	35.00'	137°53'03"
C4	20.75'	25.00'	047°33'03"
C5	54.98'	35.00'	090°00'00"



SITE KEY MAP

CASE NO. FS22-0830

ATWELL
(616) 580-4200 www.atwell-group.com
4100 E. Paris Ave. SE, Suite 300
Kentwood, MI 49512

RE-PLAT
RE-PLAT OF
ASANTE UNIT 4.2 FINAL PLAT
RECORDED IN BOOK 17784, PAGE 43, MCR
CITY OF ZEELAND, MICHIGAN

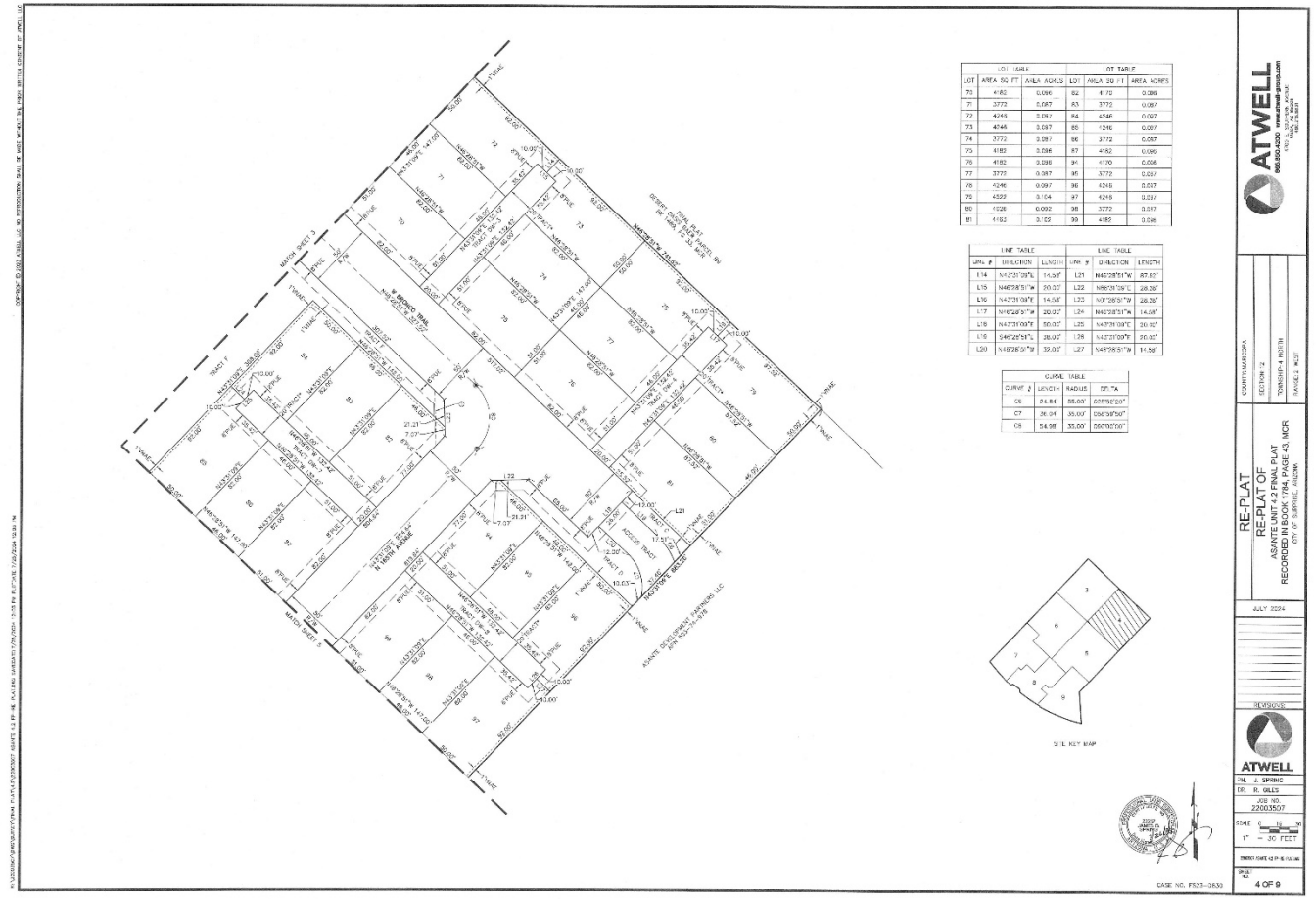
COUNTY: MUSKEGON
SECTION: 12
TOWNSHIP: 5 NORTH
RANGE: 15 WEST

JULY 2024

REVISIONS:

ATWELL
PM: J. SPRING
DR: R. GILES
JOB NO.
22003507
SCALE: 0 15 30 60
1" = 30 FEET
SHEET NO.
3 OF 9

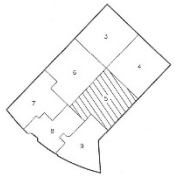
CORRECTIVE PLAT



CORRECTIVE PLAT

LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
88	4182	0.096	106	4182	0.096
89	3772	0.087	107	3772	0.087
90	4246	0.097	108	4246	0.097
91	4246	0.097	109	4246	0.097
92	3772	0.087	110	3772	0.087
93	4182	0.096	111	4182	0.096
100	4182	0.096	112	4182	0.096
101	3772	0.087	113	3772	0.087
102	4246	0.097	114	4246	0.097
103	4246	0.097	115	4246	0.097
104	3772	0.087	116	3772	0.087
105	4182	0.096	117	4182	0.096

LINE TABLE		
LINE #	DIRECTION	LENGTH
L28	N19°26'01"W	14.58'
L29	N43°31'09"E	20.00'
L30	N46°28'51"W	14.58'
L31	N43°31'09"E	20.00'
L32	N46°28'51"W	14.58'
L33	N43°31'09"E	20.00'
L34	N46°28'51"W	14.58'
L35	N43°31'09"E	20.00'



SITE KEY MAP

ATWELL
600 850-0300 www.atwell-group.com
7800 E. ORCHARD ROAD
SUITE 450N
ENGLEWOOD, CO 80111

RE-PLAT
RE-PLAT OF
ASANTE UNIT 4.2 FINAL PLAT
RECORDED IN BOOK 1784, PAGE 43, MCR
CITY OF LAFAYETTE, COLORADO

COUNTY MONUMENT
SECTION 12
TOWNSHIP 1 SOUTH
RANGE 69 WEST

JULY 2024

REVISIONS

ATWELL
PM: J. SPRING
DR: R. GILES
JOB NO.
2200207
SCALE 0 15 30
1" = 30 FEET

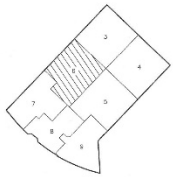
SHEET NO.
5 OF 9

CASE NO. FS23-0830

CORRECTIVE PLAT

LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
21	4182	0.096	33	4182	0.096
22	3772	0.087	34	3772	0.087
23	4246	0.097	35	4246	0.097
24	4246	0.097	36	4246	0.097
25	3772	0.087	37	3772	0.087
26	4182	0.096	38	4182	0.096
27	4182	0.096	45	4182	0.096
28	3772	0.087	46	3772	0.087
29	4246	0.097	47	4246	0.097
30	4246	0.097	48	4246	0.097
31	3772	0.087	49	3772	0.087
32	4182	0.096	50	4182	0.096

LINE TABLE		
LINE #	DIRECTION	LENGTH
L36	N43°31'09"E	20.00'
L37	N46°28'51"W	14.58'
L38	N43°31'09"E	20.00'
L39	N46°28'51"W	14.58'
L40	N46°28'51"W	14.58'
L41	N43°31'09"E	22.00'
L42	N46°28'51"W	4.58'
L43	N43°31'09"E	20.00'



SITE KEY MAP

CASE NO. FS22-0035

ATWELL
(480) 890-4300 www.atwell-group.com
4600 E. Washington St., Suite 305
Phoenix, AZ 85034

COUNTY MARICOPA
SECTION 12
TOWNSHIP 4 NORTH
RANGE 5 WEST

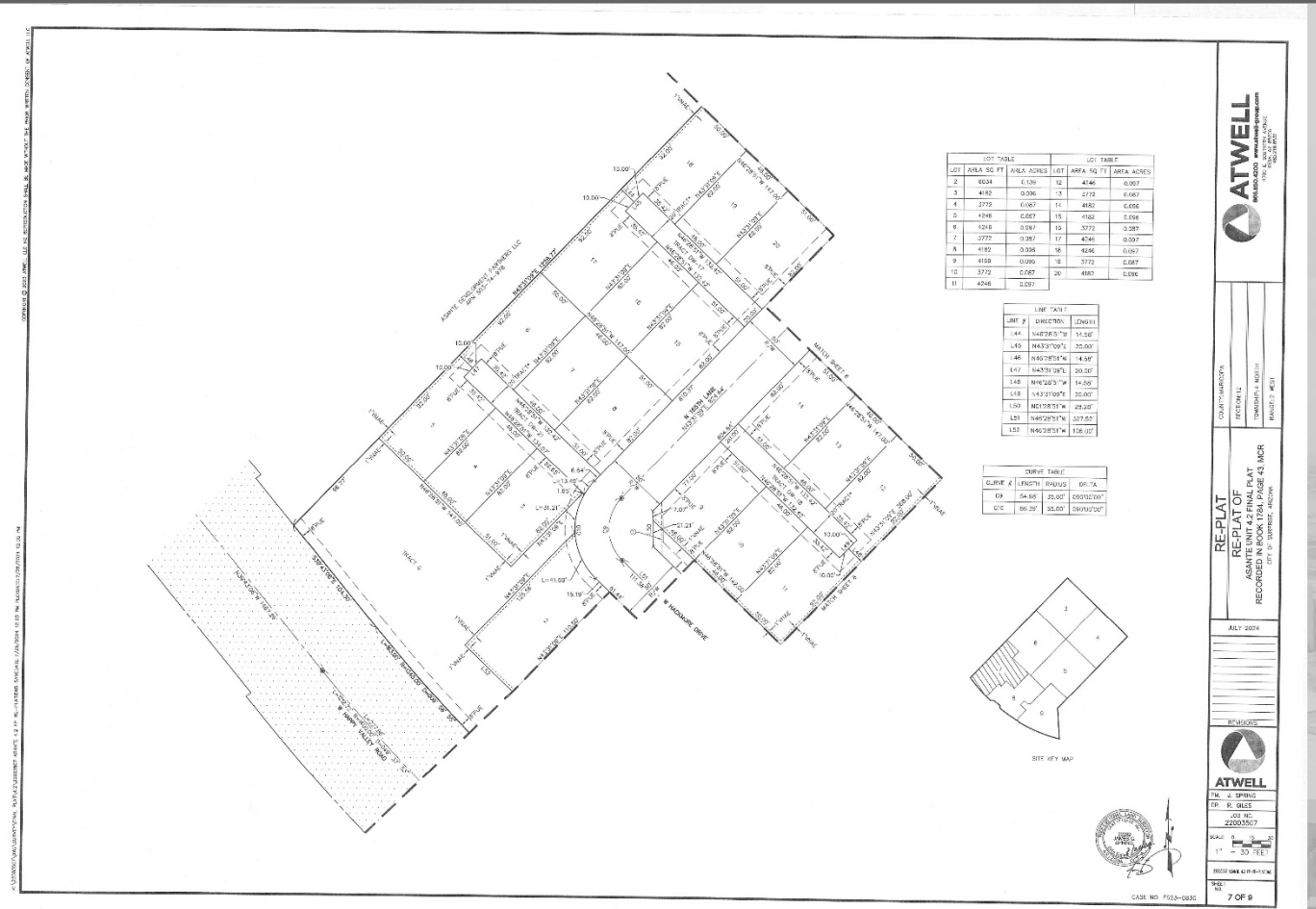
RE-PLAT
RE-PLAT OF
ASANTE UNIT 4.2 FINAL PLAT
RECORDED IN BOOK 1784, PAGE 43, MCR
LOT 21 THROUGH 38 AND 45 THROUGH 50

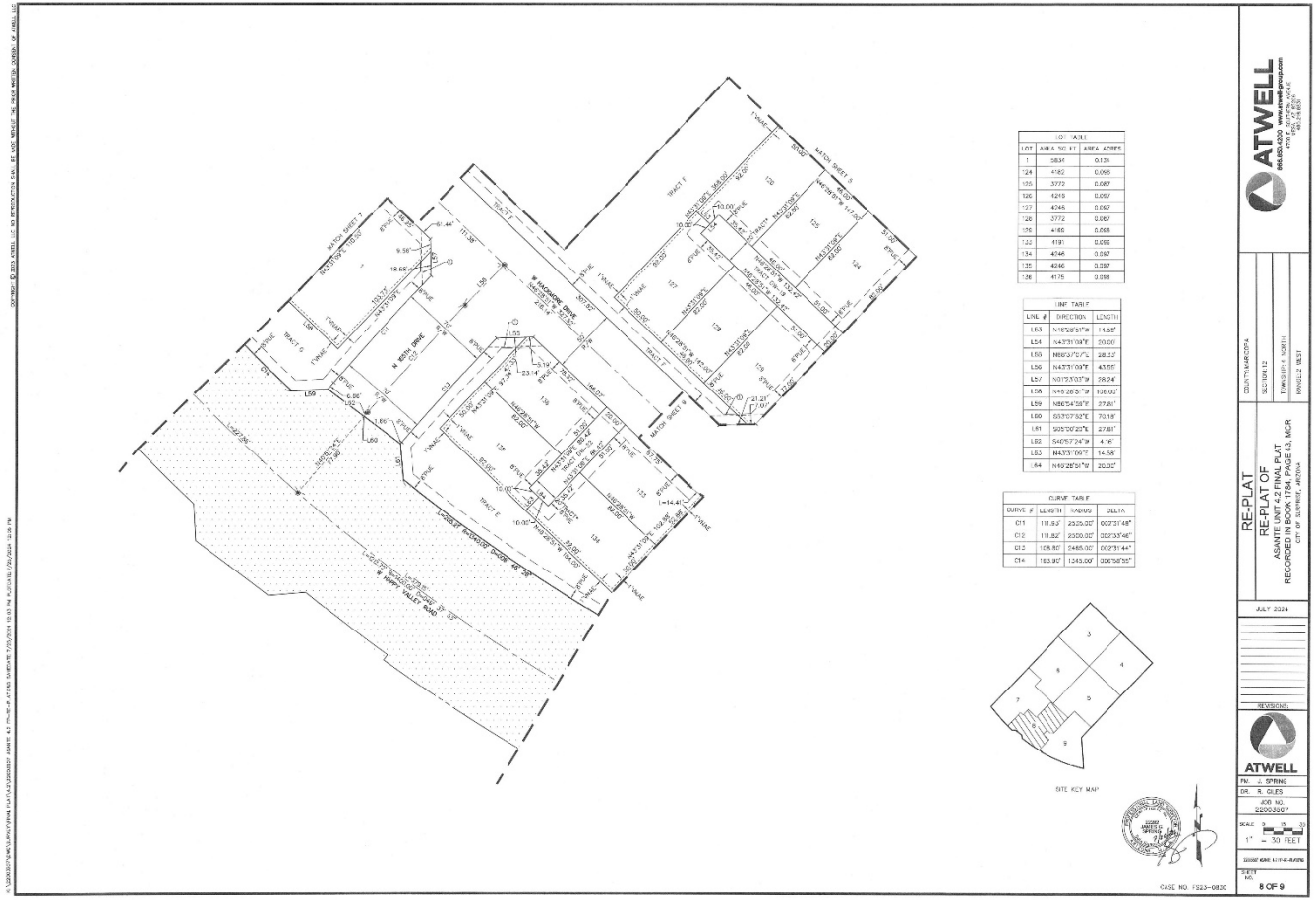
JULY 2024

REVISIONS

ATWELL
DN: J. SPRING
DR: R. GILES
JOB NO. 2200207
SCALE: 0 15 30 60
1" = 30 FEET
SHEET NO. 6 OF 9

CORRECTIVE PLAT


LOT TABLE
LOT | AREA SQ FT | AREA ACRES
2 | 6034 | 0.139
3 | 4182 | 0.096
4 | 3772 | 0.087
5 | 4246 | 0.097
6 | 4246 | 0.097
7 | 3772 | 0.087
8 | 4182 | 0.096
9 | 4186 | 0.096
10 | 3772 | 0.087
11 | 4246 | 0.097
LOT TABLE
LOT | AREA SQ FT | AREA ACRES
12 | 4246 | 0.097
13 | 3772 | 0.087
14 | 4182 | 0.096
15 | 4182 | 0.096
16 | 3772 | 0.087
17 | 4246 | 0.097
18 | 4246 | 0.097
19 | 3772 | 0.087
20 | 4182 | 0.096
LINE TABLE
LINE # | DIRECTION | LENGTH
L44 | N46°28'51"W | 14.56'
L43 | N43°31'09"E | 20.00'
L46 | N46°28'51"W | 14.56'
L47 | N43°31'09"E | 20.00'
L48 | N46°28'51"W | 14.56'
L49 | N43°31'09"E | 20.00'
L50 | N01°38'51"W | 28.28'
L51 | N46°28'51"W | 337.62'
L52 | N46°28'51"W | 106.00'
CURVE TABLE
CURVE # | LENGTH | RADIUS | DELTA
C9 | 54.98' | 35.00' | 090°00'00"
C10 | 55.29' | 35.00' | 090°00'00"
ASANTE DEVELOPMENT PARTNERS, LLC
APN 401-44-478
MARCH WEST 4
W. HIGHLINE DRIVE
W. HIGHLINE DRIVE
W. HIGHLINE DRIVE



CORRECTIVE PLAT

CORRECTIVE PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Final Plat entitled, "Asante – Unit 4.11B Lot 72" and dated August 27, 2024, a property generally located northeast of Asante Boulevard and Pat Tillman Boulevard; Case FS24-0920.

Motion:
I move to approve the Final Plat entitled, "Asante – Unit 4.11B – Lot 72" and dated August 27, 2024.

Background:
Jorge Villasenor, with HILGARTWILSON, seeks approval of a Re-Plat of Unit 4.11B Lot 72 in the Asante Planning Area 3.

Objective Analysis:
Approval of the proposed Final Plat will allow the applicant the ability to adjust the lot line of Lot 72 to adequately fit the proposed single-family home product.

Policy Compliant:
This proposed Final Plat is consistent with the Surprise General Plan 2040, Asante PAD, and the Land Development Ordinance.

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

Budget Impact:
There is no anticipated budget impact related to this item.

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

ATTACHMENTS:

1. 00 - FS24-0920 Asante Planning Area 3 Unit 4.11B Lot 72 Re-Plat - Staff Report 11.04.24 CC
2. 01 – FS24-0920 Asante Planning Area 3 Unit 4.11B Lot 72 Re-Plat– Vicinity Map
3. 02 – FS24-0920 Asante Planning Area 3 Unit 4.11B Lot 72 Re-Plat– Zoning Map
4. 03 – FS24-0920 Asante Planning Area 3 Unit 4.11B Lot 72 Re-Plat– Final Plat
5. 04 – FS24-0920 Asante Planning Area 3 Unit 4.11B Lot 72 Re-Plat– Luke Letter
6. FS24-0920 Asante Planning Area 3 Unit 4.11B Lot 72- Presentation

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FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: **FS24-0920**

Project Name: Asante Planning Area 3 Unit 4.11B Re-Plat

Council District: 1 – Acacia

City Council Date: November 04, 2023

Planner: Leslie Carnie, Planner II

Owner: Asante Development Partners, LLC

Applicant: Diego Ortiz of HILGARTWILSON

Request: Jorge Villasenor, with HILGARTWILSON, seeks approval of a Final Plat of Unit 4.11B Lot 72 in the Asante Planning Area 3.

Site Location: Generally located at the northeast corner of Pat Tillman Blvd. and Asante Blvd.

Site Size: 1.25 gross acres (approx.)

Density: 4.0 dwelling units/acre

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2040

Findings:

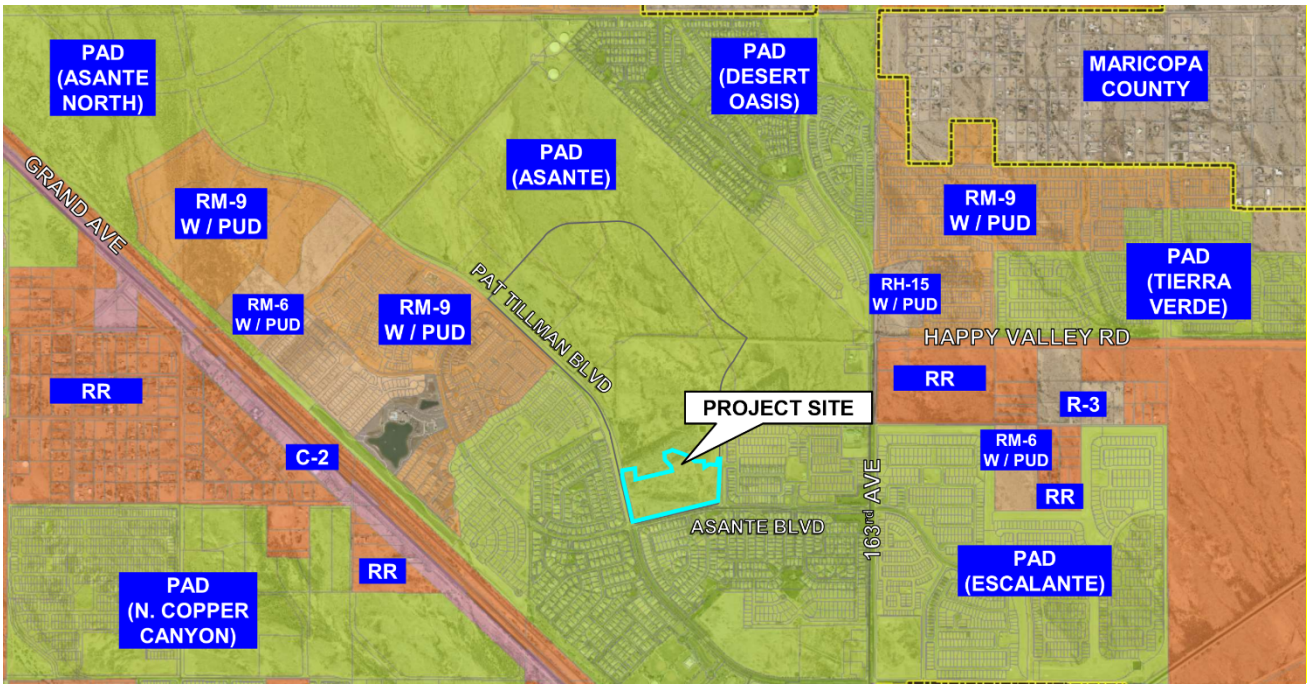
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-0781.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

PROJECT DESCRIPTION:

Jorge Villasenor, with HILGARTWILSON, seeks approval of a Re-Plat of Unit 4.11B Lot 72 in the Asante Planning Area 3.

SURROUNDING LAND ZONING:

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



PAD – Asante	PAD – Asante	PAD – Asante
PAD – Asante	**PAD – Asante**	PAD – Asante
PAD – Asante	PAD – Asante	PAD – Asante

BACKGROUND:

November 3, 1988: The City Council approved Ordinance 88-24 for the annexation of the subject property.

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

August 29, 2022: A minor amendment to the Asante PAD was approved administratively under case FS22-0756 to modify street alignments, school and amenity site locations, and development standards.

November 17, 2022: The Planning and Zoning Commission approved a Preliminary Plat for Asante Planning Area 3 under case FS22-0781.

November 17, 2022: The applicant filed the subject case, FS22-1517.

April 18, 2023: The City Council approved a Master Plat for Asante Planning Area 3 under case FS22-1517.

May 16, 2023: The City Council approved Final Plat for Asante Planning Area 3 Unit 4.11B under case FS22-1524.

July 18, 2024: The applicant filed the subject case, FS24-0920

ANALYSIS AND DISCUSSION:

The subject request includes a Re-Plat of Planning Area 3, Unit 4.11B Lot 72 within the Asante PAD. This Re-Plat shifts the Lot 72 eastern lot line 2' to the east in order to adequately fit the proposed single-family home product. This Re-Plat only makes adjustments to Lot 72 and Tract H of the Asante Planning Area 3, Unit 4.11B Final Plat.

Utility and Services Table:

Water:	City of Surprise
Wastewater:	City of Surprise
School District:	Dysart Unified School District

Conformance with Adopted Plans:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 dwelling units/acre or more. At a gross density of 4.0 dwelling units/acre, this development is consistent with the General Plan in this regard.

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

Reviewing Agencies:

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

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

Summary:

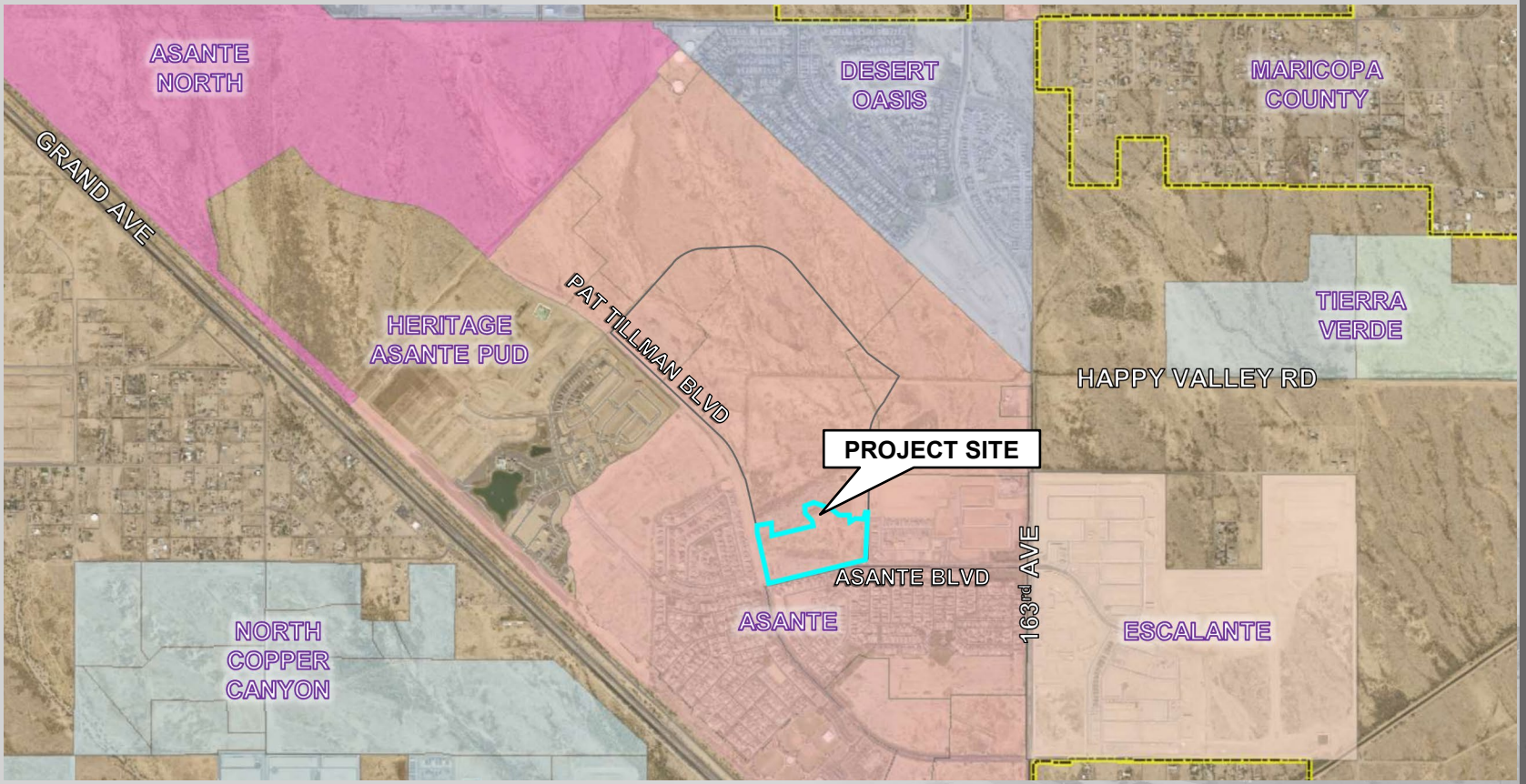
The subject Final Plat meets the requirements of the Asante PAD, in addition to other applicable requirements. All City reviewing departments have reviewed the request and expressed no concerns.

Findings:

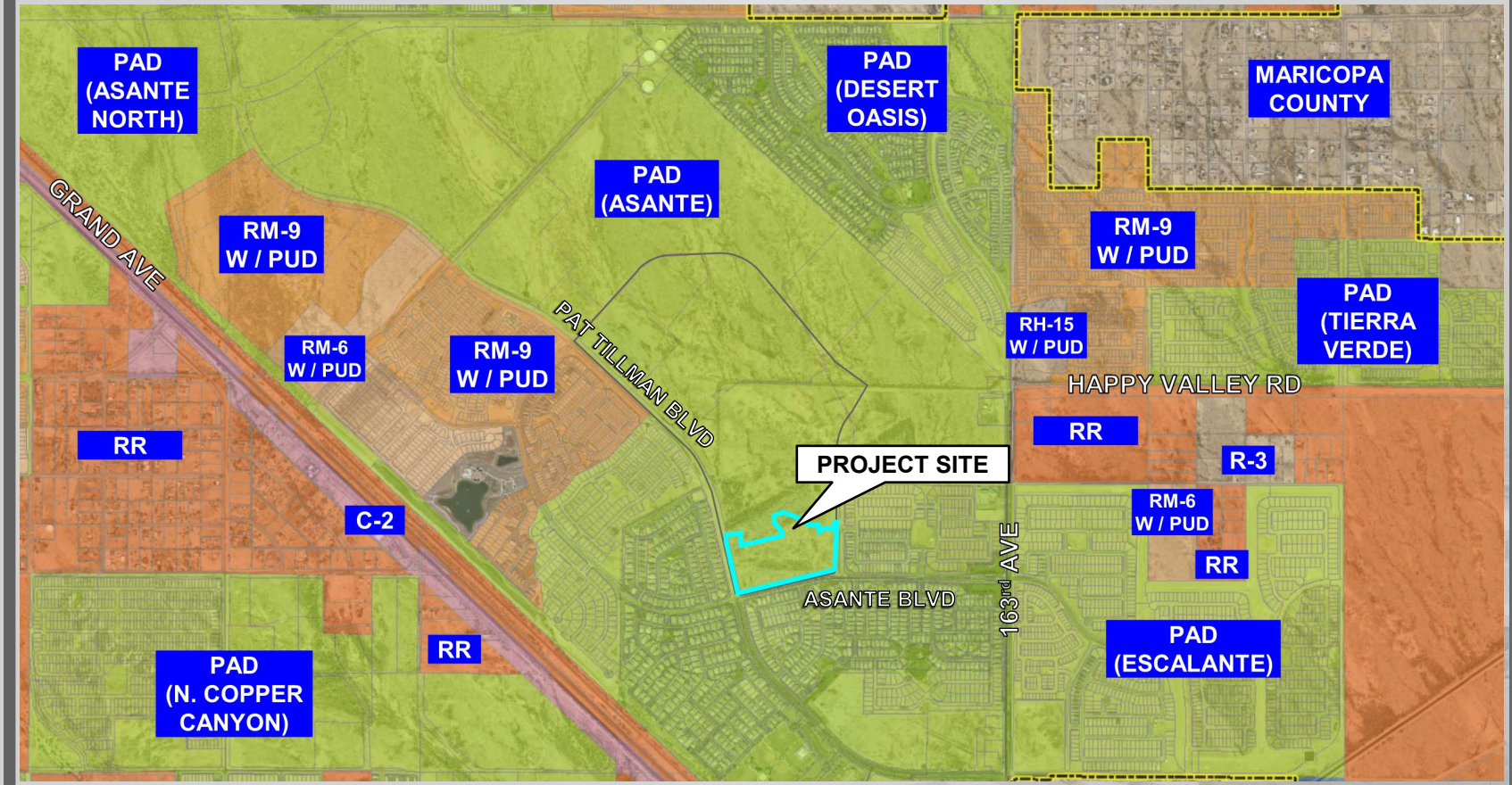
- The proposed Re-Plat is consistent with the Preliminary Plat approved under case FS22-0781.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Attachments:

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



FS24-0920 VICINITY MAP



FS24-0920 ZONING MAP

FINAL PLAT
OF
ASANTE - UNIT 4.11B - LOT 72
SURPRISE, ARIZONA
A REPLAT OF LOT 72 AND A PORTION OF TRACT H OF THE FINAL PLAT OF ASANTE - UNIT 4.11B RECORDED IN BOOK 1738 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, PORTIONS OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:
THAT **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF **"ASANTE – UNIT 4.11B – LOT 72"**, A REPLAT OF LOT 72 AND A PORTION OF TRACT H OF THE FINAL PLAT OF ASANTE – UNIT 4.11B RECORDED IN BOOK 1738 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, PORTIONS OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID **"ASANTE – UNIT 4.11B – LOT 72"** 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 AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY 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.

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

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

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2024.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY**
ITS: MANAGER

BY: _____

NAME: **JEFF GUNDERSON**

TITLE: **VICE PRESIDENT**

ACKNOWLEDGMENT

ON THIS, THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED **JEFF GUNDERSON,** WHO ACKNOWLEDGED HIMSELF TO BE THE **VICE PRESIDENT** OF **LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** THE MANAGER OF **ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** AND ACKNOWLEDGED THAT HE, AS SUCH **OFFICER,** BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ _____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, AS THE _____ OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: _____

NAME _____

TITLE: _____

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH _____, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ _____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ('LENDERS'), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220831563 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA (**"DEED OF TRUST"**) AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST (**"LENDERS' LIEN"**), FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECORDATION OF THIS FINAL PLAT (**"FINAL PLAT"**), AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT–OF–WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT; WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: _____, 2024.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT FOR LENDERS' CONSENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____. (SEAL)

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

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

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

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

100 YEAR ASSURED WATER SUPPLY

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

OWNER

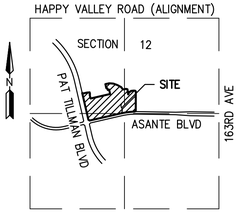
ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

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

SHEET INDEX

FP01 COVER SHEET
FP02 FINAL PLAT SHEET & AREA TABLES



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING

BASIS OF BEARING IS NORTH 00°44'56" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 1390, PAGE 02, MARICOPA COUNTY RECORDS, AND BETWEEN THE MONUMENTS AS SHOWN HEREON

NOTES

1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'X30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 3.0' ABOVE GROUND LEVEL
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
6. NO ON–SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. 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.
8. PURSUANT TO A.R.S. § 42–1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
9. 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.
10. 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.
11. 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.
12. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS22–0781.
13. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE FS22–0756 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

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

APPROVED_____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

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

THIS _____ DAY OF _____, 2024.

ATTEST:

_____
MAYOR DATE

_____
CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MAY, 2024; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com

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

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

ASANTE - UNIT 4.11B - LOT 72
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA
FINAL PLAT

STATUS:
PROJ. NO.: 1909
DATE: AUG 2024
SCALE: NONE
DRAWN: GS
APPROVED: BJB
MUNICIPAL TRACKING NO:

DWG. NO.
FP01
SHT. 1 OF 2

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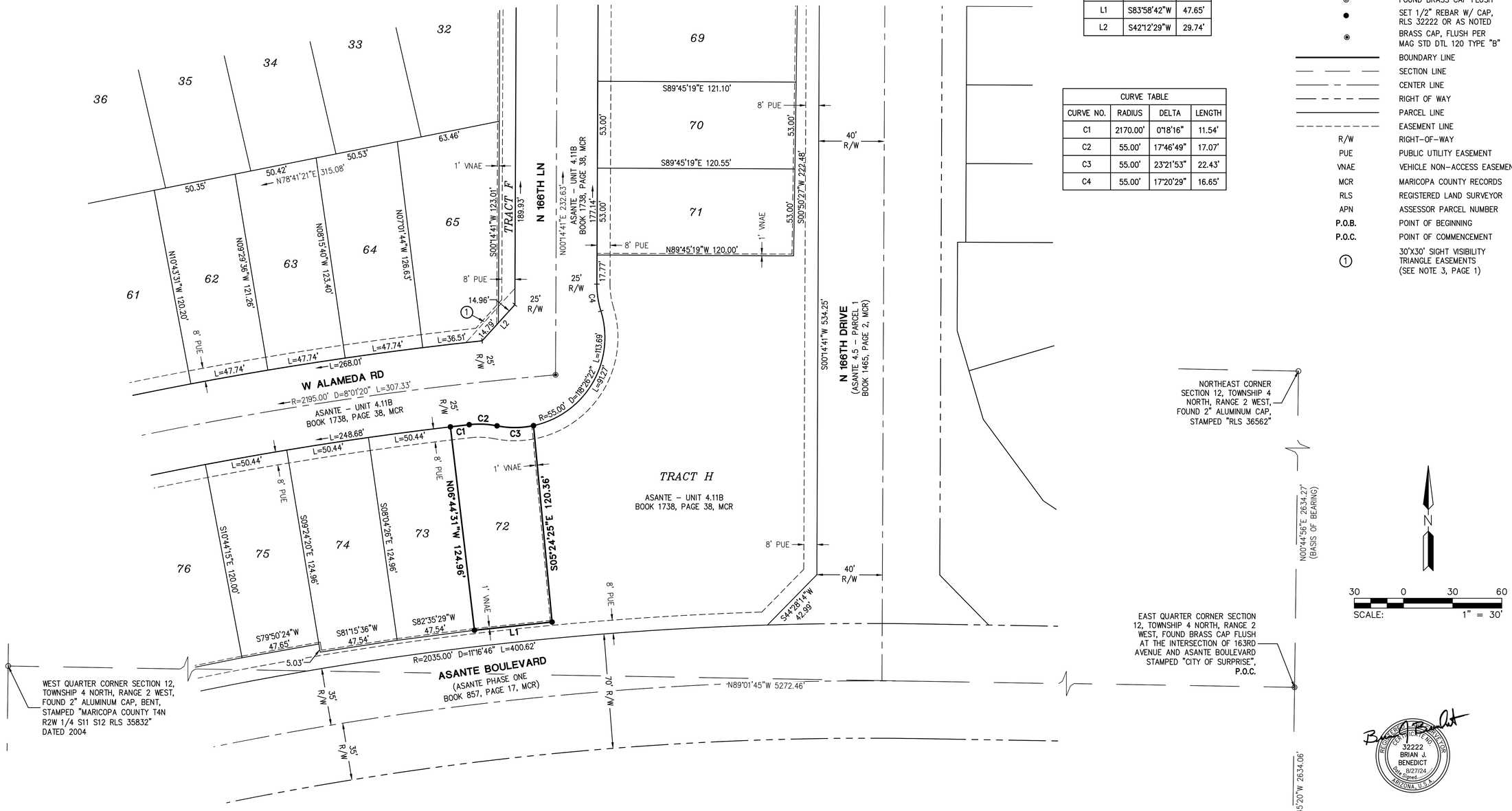
U:\1900\1909\SURVEY\PLAT\ASANTE UNIT 4.11B–LOT 72–RP\1909–4.11B–FP–01.dwg 8/27/2024 12:38 PM



LEGEND

○	FOUND MONUMENT AS NOTED
⊠	FOUND BRASS CAP IN HAND HOLE
◎	FOUND BRASS CAP FLUSH
●	SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
◉	BRASS CAP, FLUSH PER MAG STD DTL 120 TYPE "B"
———	BOUNDARY LINE
—— —— ——	SECTION LINE
——— – ———	CENTER LINE
——— – – ———	RIGHT OF WAY
———	PARCEL LINE
– – – – – –	EASEMENT LINE
R/W	RIGHT–OF–WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICLE NON–ACCESS EASEMENT
MCR	MARICOPA COUNTY RECORDS
RLS	REGISTERED LAND SURVEYOR
APN	ASSESSOR PARCEL NUMBER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
①	30'X30' SIGHT VISIBILITY TRIANGLE EASEMENTS (SEE NOTE 3, PAGE 1)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S83°58'42"W	47.65'
L2	S42°12'29"W	29.74'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	2170.00'	0°18'16"	11.54'
C2	55.00'	17°46'49"	17.07'
C3	55.00'	23°21'53"	22.43'
C4	55.00'	17°20'29"	16.65'

FLOOD ZONE DESIGNATION

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

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1210L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

TRACT TABLE			
TRACT	AREA (SQ.FT)	AREA (ACRES)	USE
TRACT H	48,257	1.1078	COMMON AREA & DRAINAGE

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

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 72	6,030	0.1384

AREAS

TRACT H AREA =	48,257 SQ. FT.	1.1078 ACRES
LOT 72 AREA =	6,030 SQ. FT.	0.1384 ACRES
GROSS AREA =	54,287 SQ. FT.	1.2462 ACRES

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32222
BRIAN J.
BENEDICT
8/27/24
Date Signed
ARIZONA, U.S.A.

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

ASANTE – UNIT 4.11B – LOT 72

ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

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PROJ. NO.: 1909
STATUS:
DATE: AUG 2024
SCALE: AS SHOWN
DRAWN: GS
APPROVED: BJB
MUNICIPAL TRACKING NO:

DWG. NO.
FP02
SHT. 2 OF 2

U:\1900\1909\SURVEY\PLAT\ASANTE UNIT 4.11B–LOT 72–RP\1909–4.11B–FP–02.dwg 8/27/2024 12:38 PM

Leslie Carnie

From: JAMES, MARK C CIV USAF AETC 56 FW/CVE <mark.james.14@us.af.mil>
Sent: Sunday, December 11, 2022 8:55 AM
To: Nichole Flores
Cc: 56 FW/CIT Community Initiative
Subject: RE: FS22-1517 Asante Planning Area 3 Unit 4.11B Final Plat - New Digital Submittal 11.17.22
Attachments: smime.p7s; ATT00001.txt; ATT00002.htm

Nichole,

Thank you for the opportunity to provide comments on the Asante Planning Area 3 Unit 4.11B Final Plat application. The request, if approved, will not have a negative impact on Luke AFB flight operations.

Respectfully,

Mark James
Deputy Director, Community Initiatives Team
56th Fighter Wing
Luke AFB AZ 85309
Office: 623-856-6175
DSN: 896-6175

From: Nichole Flores <Nichole.Flores@surpriseaz.gov>
Sent: Friday, November 18, 2022 8:24 AM
To: 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; MCDOT (MCDOTPlanning@maricopa.gov) <MCDOTPlanning@maricopa.gov>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Shelby Rios (MWD) <shelbyr@mwdaz.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>
Subject: [Non-DoD Source] FS22-1517 Asante Planning Area 3 Unit 4.11B Final Plat - New Digital Submittal 11.17.22

Good morning,

Attached please find the **application**, **narrative**, and **final plat** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

Nichole Flores
Planning Project Coordinator
City of Surprise | Community Development

16000 N Civic Center Plz | Surprise AZ 85374
(623) 222-3244 Direct
Please note effective August 3, 2022, we will be adding a 2-business day out-processing for ALL notices

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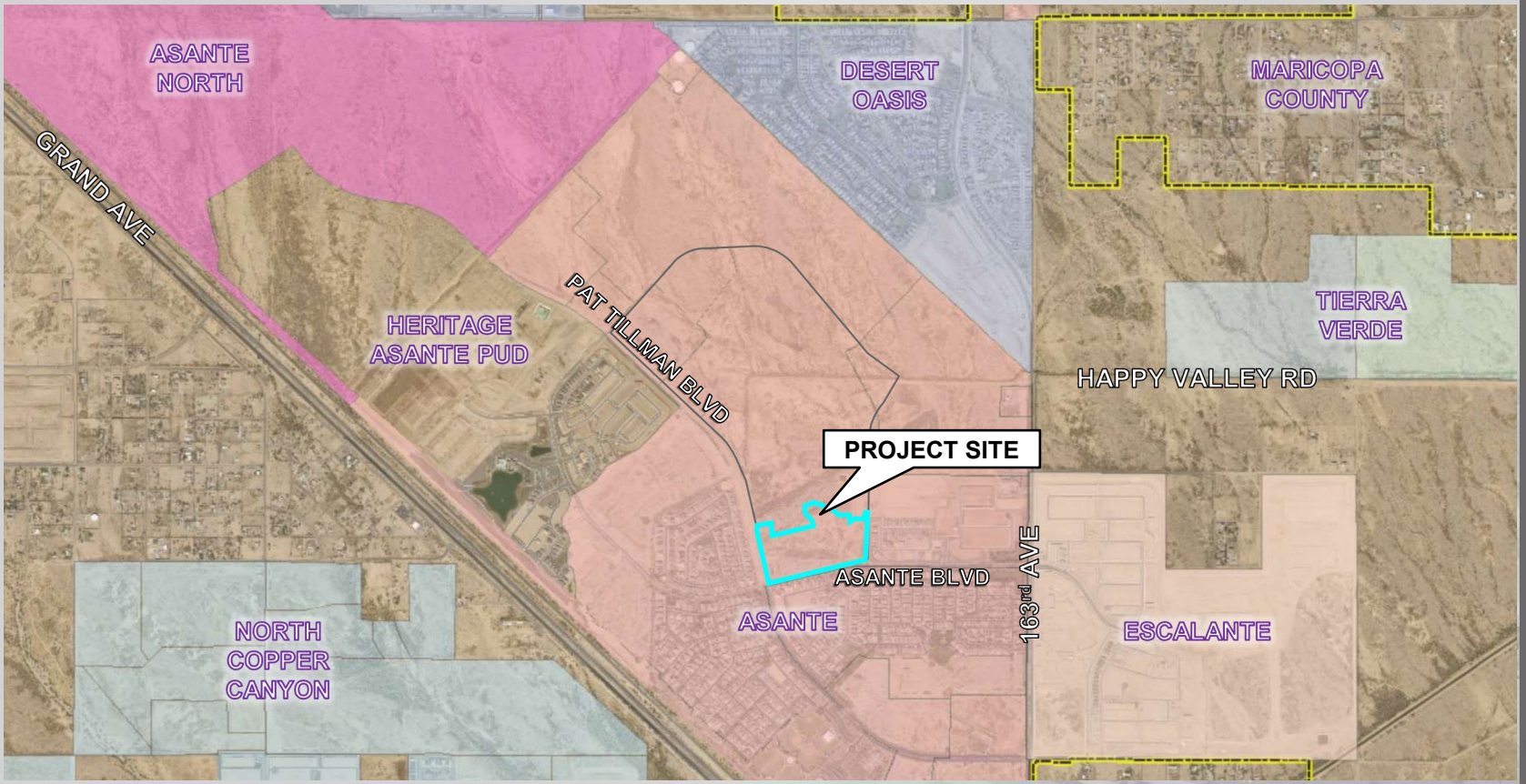
SURPRISE
ARIZONA

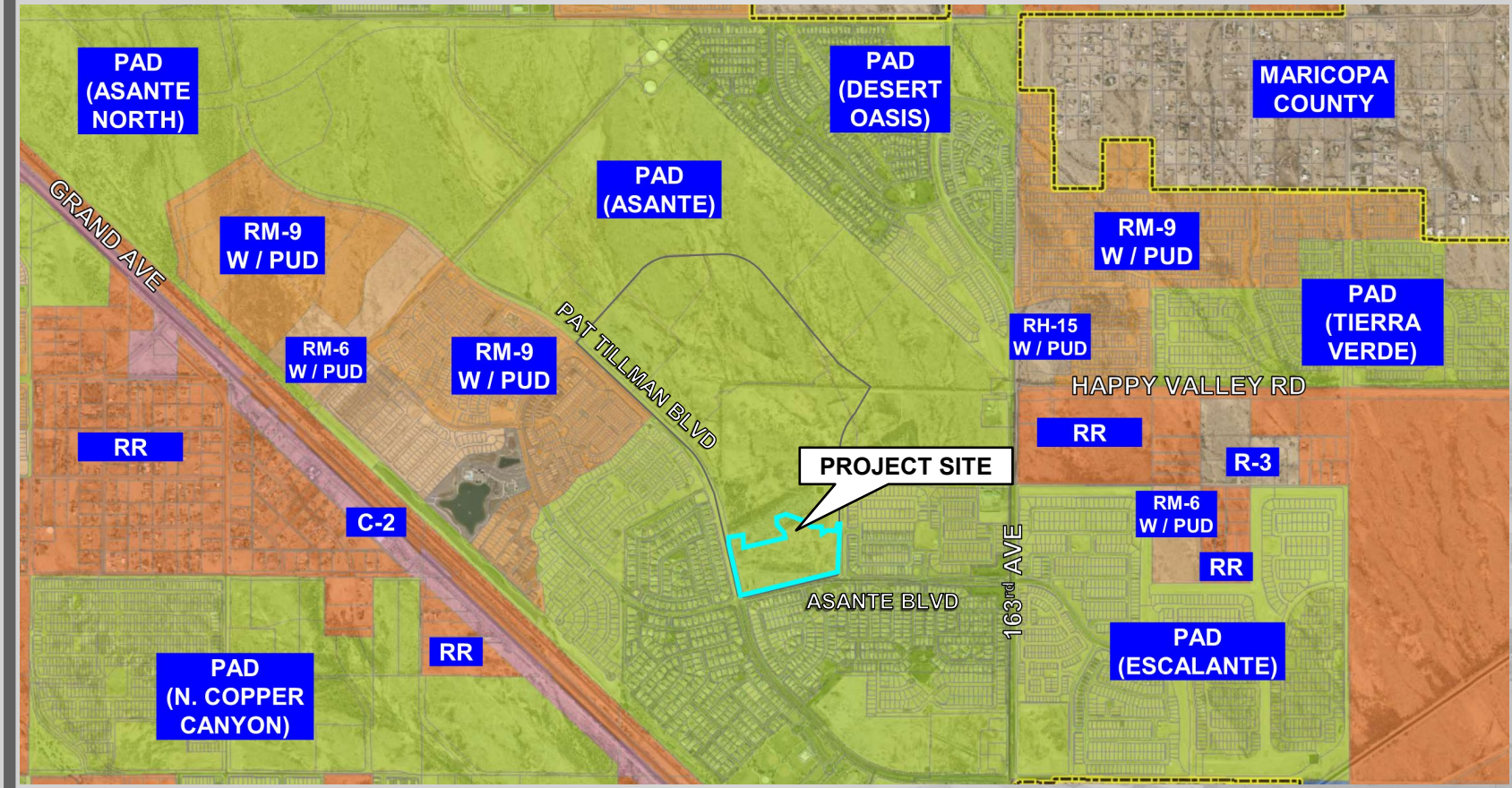
FS24-0920
Asante Planning Area 3
Unit 4.11B Lot 72 – Re-Plat

City Council

November 04, 2024



FS24-0920 VICINITY MAP



FS24-0920 ZONING MAP

FINAL PLAT
OF
ASANTE - UNIT 4.11B - LOT 72
SURPRISE, ARIZONA

A REPLAT OF LOT 72 AND A PORTION OF TRACT H OF THE FINAL PLAT OF ASANTE - UNIT 4.11B RECORDED IN BOOK 1738 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, PORTIONS OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS:
THAT ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "ASANTE – UNIT 4.11B – LOT 72", A REPLAT OF LOT 72 AND A PORTION OF TRACT H OF THE FINAL PLAT OF ASANTE – UNIT 4.11B RECORDED IN BOOK 1738 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, PORTIONS OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "ASANTE – UNIT 4.11B – LOT 72" 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 AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF:

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2024.

ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGER

BY: _____

NAME: JEFF GUNDERSON

TITLE: VICE PRESIDENT

ACKNOWLEDGMENT

ON THIS, THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED JEFF GUNDERSON, WHO ACKNOWLEDGED HIMSELF TO BE THE VICE PRESIDENT OF LENNAR COMMUNITIES DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGER OF ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____ AS THE _____ OF THE ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES OF SAID ASSOCIATION AS SET FORTH HEREIN.

ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT FOR RATIFICATION

ON THIS, THE _____ DAY OF _____, 2024 BEFORE ME, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF ASANTE PHASE 2 COMMUNITY ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH _____, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

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

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

LENDERS' CONSENT

THE UNDERSIGNED, WHICH IS THE BENEFICIARY AND ADMINISTRATIVE AGENT ON BEHALF OF ITSELF AND OTHER LENDERS AS DEFINED IN THE LOAN AGREEMENT OF EVEN DATE WITH THE DEED OF TRUST ("LENDERS"), UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND FIXTURE FILING (WITH ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT) RECORDED ON NOVEMBER 10, 2022, AT DOCUMENT NO. 20220631563 IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA ("DEED OF TRUST") AS A FIRST LIEN ON THE PROPERTY DESCRIBED IN THE DEED OF TRUST ("LENDERS' LIEN"), FOR AND ON BEHALF OF THE LENDERS AND THEIR SUCCESSORS AND ASSIGNS, HEREBY (A) CONSENTS TO THE RECORDATION OF THIS FINAL PLAT ("FINAL PLAT"), AND EACH AND EVERY DEDICATION, EASEMENT, RIGHT-OF-WAY, COVENANT, CONDITION AND RESTRICTION MORE SPECIFICALLY SET FORTH IN THIS FINAL PLAT; (B) AGREES THAT, UPON THE RECORDATION OF THIS FINAL PLAT, THE LENDERS' LIEN WITH RESPECT TO THE PROPERTY DESCRIBED IN THIS FINAL PLAT IS HEREBY DEEMED SUBJECT AND SUBORDINATE TO THIS FINAL PLAT, WITH LENDERS' LIEN CONTINUING IN EFFECT AGAINST SUCH PROPERTY AS SUCH LEGAL DESCRIPTION HAS BEEN MODIFIED BY RECORDATION OF THIS FINAL PLAT; AND (C) AGREES THAT UPON THE RECORDATION OF THIS FINAL PLAT ALL PROPERTY DEDICATED TO THE CITY OF SURPRISE HEREUNDER IS RELEASED FROM THE LENDERS' LIEN.

DATED: _____, 2024.

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK & TRUST

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT FOR LENDERS' CONSENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. PERSONALLY APPEARED

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ (SEAL)

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

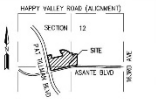
ASANTE DEVELOPMENT PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND/OR AUXILIARY FIELD. THIS RELEASE AND INDEMNITY 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 FAILING AIRCRAFT OR FAILING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

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

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

100 YEAR ASSURED WATER SUPPLY

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



VICINITY MAP

OWNER

ASANTE DEVELOPMENT PARTNERS, LLC
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, ARIZONA 85282

SURVEYOR

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

SHEET INDEX

FP01 COVER SHEET
FP02 FINAL PLAT SHEET & AREA TABLES

BASIS OF BEARING

BASIS OF BEARING IS NORTH 00°44'56" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 1380, PAGE 32, MARICOPA COUNTY RECORDS, AND BETWEEN THE MONUMENTS AS SHOWN HEREON

NOTES

1. NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
2. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
3. ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'X30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 3.0' ABOVE GROUND LEVEL.
4. ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN FOR THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (SLID.)
6. NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
7. IN ACCORDANCE WITH ARS § 9-463.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
8. PURSUANT TO A.R.S. § 42-11122, 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 # 14759 AND 14759, WHEN APPLICABLE.
9. 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.
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPING 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.
11. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITH ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
12. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE PS22-0761.
13. DEVELOPMENT STANDARDS ARE PER THE CITY OF SURPRISE ZONING CASE PS22-0758 OR AS SUBSEQUENTLY AMENDED.

CITY OF SURPRISE ENGINEER APPROVAL:

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

APPROVED: _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

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

THIS _____ DAY OF _____, 2024.

ATTEST:

_____ _____
MAYOR DATE

_____ _____
CITY CLERK DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MAY, 2024; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS 30222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
bbenedict@hilgartwilson.com

BRIAN J. BENEDICT
30222
REGISTERED
LAND
SURVEYOR
5/24

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

Copyright 2024, HILGARTWILSON, LLC. This document in the sole property of HILGARTWILSON, LLC.

G:\2020\2020PLS\SURVEY\PLAT\ASANTE_UNIT 4.11B-LOT 72-FP\2020-4.11B-FP-05.dwg, 5/27/2024 12:39 PM

HILGARTWILSON
ENGINEERS | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., SUITE 250 | PHOENIX, AZ 85016
P: 602.490.0535 | F: 602.490.0538 | www.hilgartwilson.com

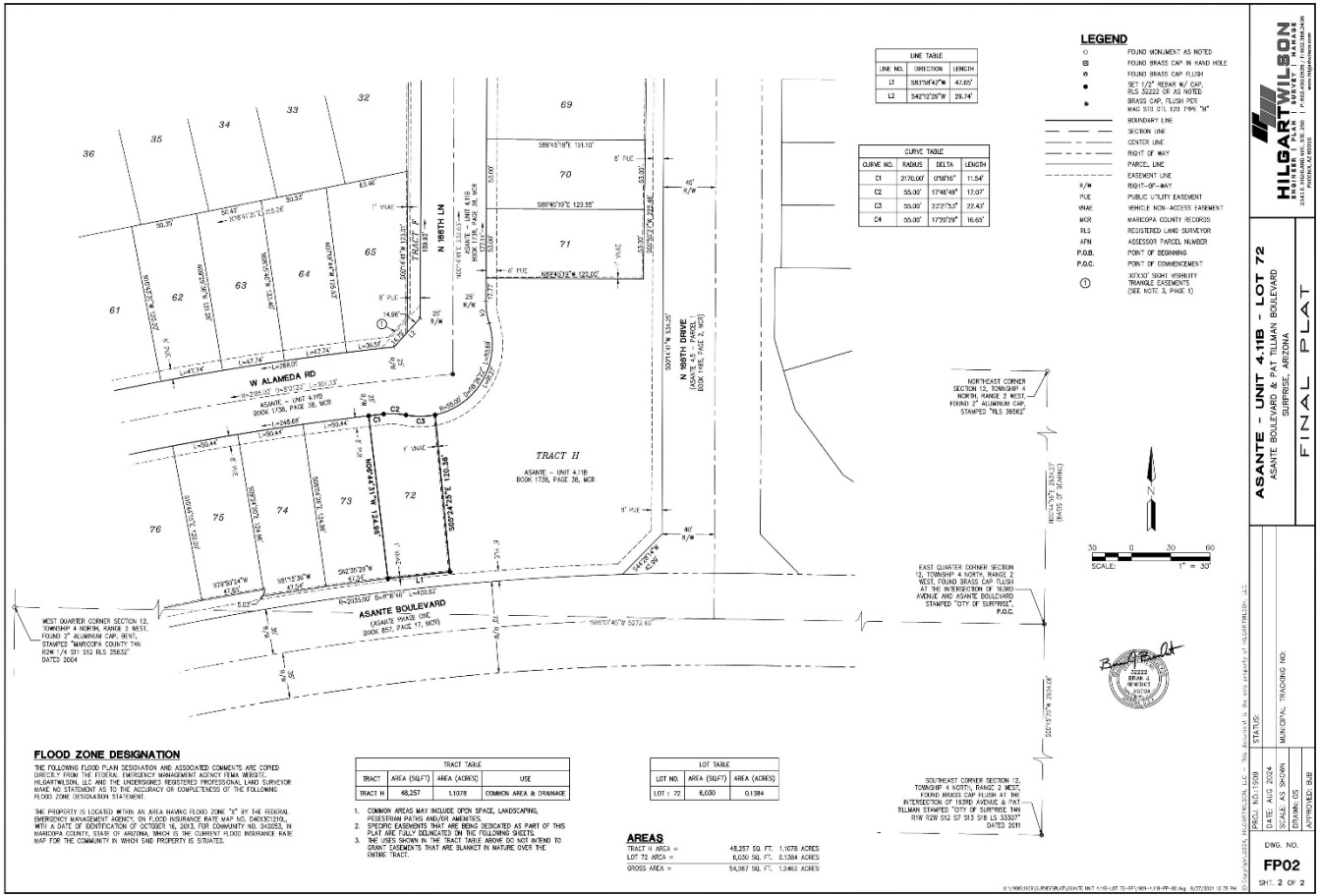
ASANTE - UNIT 4.11B - LOT 72
ASANTE BOULEVARD & PAT TILLMAN BOULEVARD
SURPRISE, ARIZONA

FINAL PLAT

PROJ. NO. 18929 | STATUS:
DATE: AUG 2024 | SCALE: NONE | MUNICIPAL TRACKING NO:
DRAWN: CS | CHECKED: BJB | APPROVED: BJB

DWG. NO.
FP01
SHT. 1 OF 2

FS24-0920 FINAL PLAT



FS24-0920 FINAL PLAT

SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: Human Resources
Staff Recommendations:

Contact Person: Digger Oster
District: Internal

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

Agenda Wording:
Consideration and action authorizing submission of the *Request for Waiver* from the requirement of posting the statutory deposit to the Industrial Commission of Arizona.

Motion:
I move to approve and authorize submission of the *Request for Waiver* from the Requirement to Post Statutory Deposit to the Industrial Commission of Arizona.

Background:
On January 30, 2017, Council approved by Resolution # 2017-03 the funding of a self-insured Workers' Compensation program. With the establishment of the self-insurance program comes certain regulatory compliance measures, in addition to an annual application to the Industrial Commission of Arizona (ICA) requesting authority to self-insure.

In lieu of posting securities for outstanding Workers' Compensation liabilities, Arizona Administrative Code R-20-5-1114, affords public entities the opportunity to request waiver of a security deposit. This request for waiver must be submitted annually as part of the application process for renewal of Workers' Compensation self-insured status considered by the ICA. The waiver must include the signatures of the majority of the Council requesting such an exemption be granted. While the City of Surprise transitioned the Worker's Compensation program back to a fully-insured model, the trust must remain in place for claim liabilities for the period of July 01, 2017 through March 31, 2023.

Objective Analysis:
This action is to obtain consent from City Council to submit an exemption letter to the ICA, seeking approval to waive the requirement to post a security deposit for outstanding Workers' Compensation liabilities. Council has approved, and an exemption letter has been submitted to the ICA, every year since the City initiated its self-insured Workers' Compensation program.

Policy Compliant:
This action complies with all applicable statutes and codes and furthers the City Council's continuing agenda to be fiscally responsible and proactive.

Financial Impact:
The action aims to avoid posting of statutory securities, thus preserving contingency funds held within the Workers' Compensation Trust.

Budget Impact:
The action aims to avoid posting of statutory securities, thus preserving contingency funds held within the Workers' Compensation Trust.

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

ATTACHMENTS:

1. Request for Waiver

Notary Attestation

I _____, _____ of/for

City of Surprise, Arizona
_____,

do hereby attest the attached Request for Waiver from Requirement to Post Statutory Deposit form signatures, duly approving the request for a waiver from requirement to post a statutory deposit, were signed in perpetuity, are original signatures, or a certified copy thereof.

State of Arizona)
) ss
County of Maricopa)

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of

_____, a notary public, to be affixed hereunto

this _____ day of _____, _____.

Affix Seal or Stamp

_____
Notary Public

_____
Signer's Email Address

(Notary - complete this section to sign if form is filed electronically)

IN WITNESS WHEREOF, the foregoing Request for Waiver From Requirement to Post a Security Deposit was acknowledged before me, a notary public, to be affixed hereunto by means of communication technology this _____ day of _____, _____

Affix Seal or Stamp

_____
Notary Public

_____
Signer's Email Address

Request for Waiver from Requirement to Post Statutory Deposit Pursuant to A.A.C. § 1525 (A)

The City of Surprise
_____,

1) is a duly qualified, eligible, and authorized Arizona self-insurer pursuant to Arizona Revised Statute § 23-961 et. seq., and the Arizona Administrative Code, and, as such, hereby requests the Industrial Commission of Arizona approve a waiver from the posting of a statutory deposit, pursuant to A.A.C. § R20-5-1525 (A).

2) is a public entity or public entity pool that has operated in Arizona for a minimum of five consecutive years pursuant to A.A.C § 1525 (B)(1).

3) is a public entity or public entity pool with an established trust document (attached), and a trust fund pursuant to A.R.S. § 11-981, or a public entity pool that has an established a workers' compensation pool loss account pursuant to A.A.C. § R20-5-1530 (B).

4) maintains a positive fund/account balance pursuant to A.A.C. § 1525 (B)(2), that is continually funded in accordance with GASB #30 (or a successor statement) cover actuarial liabilities pursuant to A.A.C § 1525 (B)(3).

5) completes an actuary report on an annual basis with a confidence level of 55%, and a discount percent of 3%.

6) shall file current quarter financial statements and a statement of unpaid liabilities with the Division every six months, beginning six months after a waiver is granted pursuant to A.A.C. § R20-5-1525 (E).

7) will cure an account or fund deficiency immediately upon discovery.

8) shall cure an account or fund deficiency within 30 days of being notified by the Division.

9) shall file a completed Workers' Compensation Liability Form, and post security as required by the Commission within 10 days of service of a written findings and order revoking the waiver of security pursuant to A.A.C. § R20-5-1525 (G).

10) understands the decision of the Commission to approve, deny, or revoke a request for waiver of security shall be made by a majority vote of a quorum of Commissioners present at a public meeting; if the Commission grants a waiver of security, the waiver shall be included in the Resolution of Authorization issued under R20-5-1509 (F) and shall continue unless the public entity or public entity pool named in this document no longer satisfies the requirements of A.A.C § 1525.

11) shall file a completed Workers' Compensation Liability Form, and post security pursuant to A.R.S. § 23-961, A.A.C. § 1520, and/or 1509 (C) if the requirements of A.A.C § 1525 are not satisfied.

The signature(s) below represent

The City of Surprise
_____,

and as such, certifies and attests that the information contained in this Request for Waiver From Posting Security Form is accurate and correct.

If the signature responsibility is delegated to one public employee position or designated officer, attach the code or ordinance section (Public Entity), or bylaws, resolution or incorporating documents (Public Entity Pool).

Name: Skip Hall, Mayor _____

Signed: _____ Date_____

Name: Nick Haney, Vice Mayor _____

Signed: _____ Date_____

Name: Aly Cline _____

Signed: _____ Date_____

Name: Patrick Duffy _____

Signed: _____ Date_____

Name: Ken Remley _____

Signed: _____ Date_____

Name: Jack Hastings _____

Signed: _____ Date_____

Name: Chris Judd _____

Signed: _____ Date_____

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 4

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

Agenda Wording:
Consideration and action pertaining to the immediate formation of a lighting improvement district known as SU-AutoshowWest3212 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-161.

Motion:
I move to approve Resolution #2024-161.

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

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

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

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

Policy Compliant:
The Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution2024-161-SLID ad valorem unanimous-lazy day_BAC
2. 02 PETITION LAZ
3. 03 FS21-979 Autoshow Dr Streetlight Plan-signed
4. 04 STREETLIGHT EXHIBIT

RESOLUTION # 2024-161

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA, DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-AutoshowWest3212 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-AutoshowWest3212 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of ad valorem taxes upon the assessed value of all real and personal property in the District to be known and designated as "CITY OF SURPRISE, ARIZONA, SU-AutoshowWest3212 LIGHTING IMPROVEMENT DISTRICT" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this_____day of _____2024.

Skip Hall, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

SLID BOUNDARY – LEGAL DESCRIPTION

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

BEGINNING at the Northeast corner of Lot 3 as described in Record of Survey Lot Line Adjustment, Book 1641, Page 23, or Fee# 2022-0055974 of the records of the Maricopa County Recorder's Office, whence the Northwest corner of said Lot 3, bears South 90°00'00" West, a distance of 627.72 feet;
THENCE North 90°00'00" East along the prolongation of the North boundary line of said Lot 3, a distance of 29.00 feet to a point along the centerline of Autoshow Avenue, as described in the Final Plat of "Prasada-Phase 1A, Lots 4, 5, 6, and 10" shown in Book 1013, Page 33, or Fee# 2008-1000844, of the records of the Maricopa County Recorder's Office;
THENCE South 00°14'18" West, along said centerline of Autoshow Avenue, a distance of 55.13 feet to a point marking the beginning of a tangent curve concave to the Northwest, having a radius of 1400.00 feet;
THENCE along said tangent curve concave to the Northwest, an arc distance of 612.50 feet to a point;
THENCE South 25°18'19" West, a distance of 447.13 feet to a point marking the beginning of a tangent curve concave to the Southeast, having a radius of 1400.00 feet;
THENCE along said tangent curve concave to the Southeast, an arc distance of 204.09 feet to a point intersecting the centerline of Autoshow Drive as described in the aforementioned Final Plat of "Prasada-Phase 1A, Lots 4, 5, 6, and 10";
THENCE departing said centerline of Autoshow Avenue North 73°02'49" West, along said centerline of Autoshow Drive, a distance of 186.79 feet to a point marking the beginning of a tangent curve concave to the Northeast, having a radius of 800.00 feet;
THENCE along said tangent curve concave to the Northeast, an arc distance of 431.62 feet to a point intersecting a projected line of the Westerly boundary line of the aforementioned Lot 3;
THENCE North 22°07'55" East along said prolongation and along said Westerly boundary line of said Lot 3, a distance of 743.20 feet to a point;
THENCE North 00°14'18" East continuing along said Westerly boundary line, a distance of 270.70 feet to a point;
THENCE departing said Westerly boundary line South 90°00'00" East along the aforementioned North boundary line of Lot 3, a distance of 627.72 feet to the POINT OF BEGINNING;

Comprising an area of 746395.29 square feet or 17.135 acres.

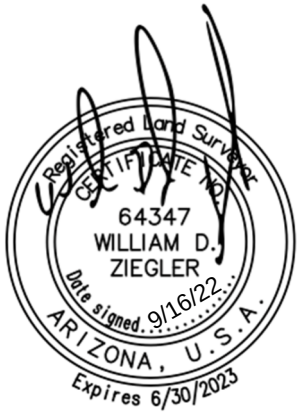
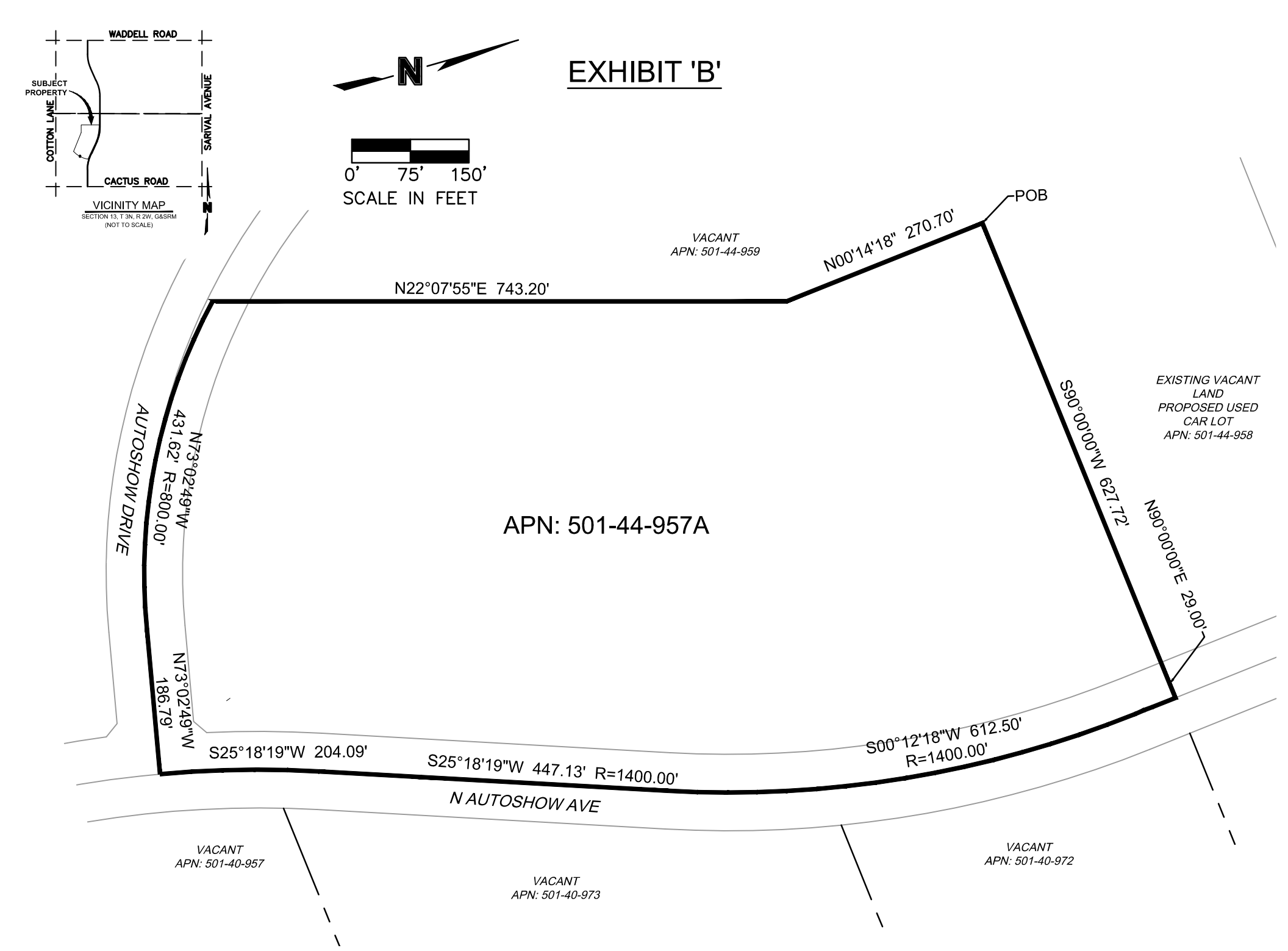


EXHIBIT B

Map


WADDELL ROAD
SUBJECT PROPERTY
COTTON LANE
SARIVAL AVENUE
CACTUS ROAD
VICINITY MAP
SECTION 13, T 3N, R 2W, G&SRM
(NOT TO SCALE)
N
EXHIBIT 'B'
0' 75' 150'
SCALE IN FEET
POB
N00°14'18" 270.70'
VACANT
APN: 501-44-959
N22°07'55"E 743.20'
EXISTING VACANT
LAND
PROPOSED USED
CAR LOT
APN: 501-44-958
S90°00'00"W 627.72'
N90°00'00"E 29.00'
AUTOSHOW DRIVE
N73°02'49"W
431.62' R=800.00'
APN: 501-44-957A
N73°02'49"W
186.79'
S25°18'19"W 204.09'
S25°18'19"W 447.13' R=1400.00'
S00°12'18"W 612.50'
R=1400.00'
N AUTOSHOW AVE
VACANT
APN: 501-40-957
VACANT
APN: 501-40-973
VACANT
APN: 501-40-972

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

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

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

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

The name of the proposed street light improvements district shall be:
SU-AutoshowWest3212

(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
Lazy Days RV	Autoshow Ave, Surprise, A	501-44-957A	

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:

kWh = Fixture Wattage x 344 Usage Hours

Generation = kWh per month x $
0.07575

T&D, RCS, System Benefits = kWh per month x $
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).

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

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

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.

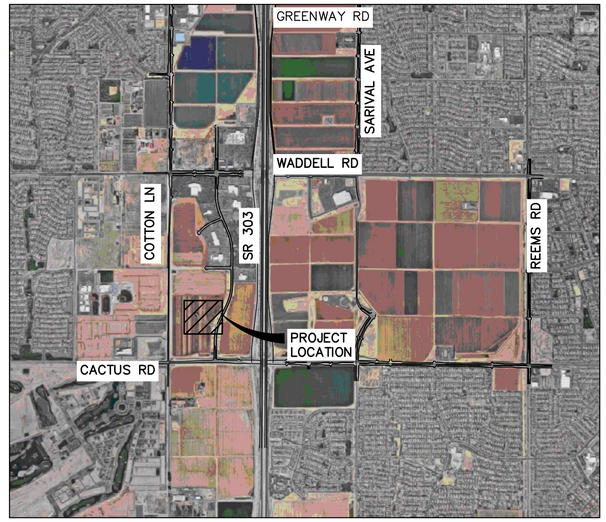
4. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground, the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions 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.

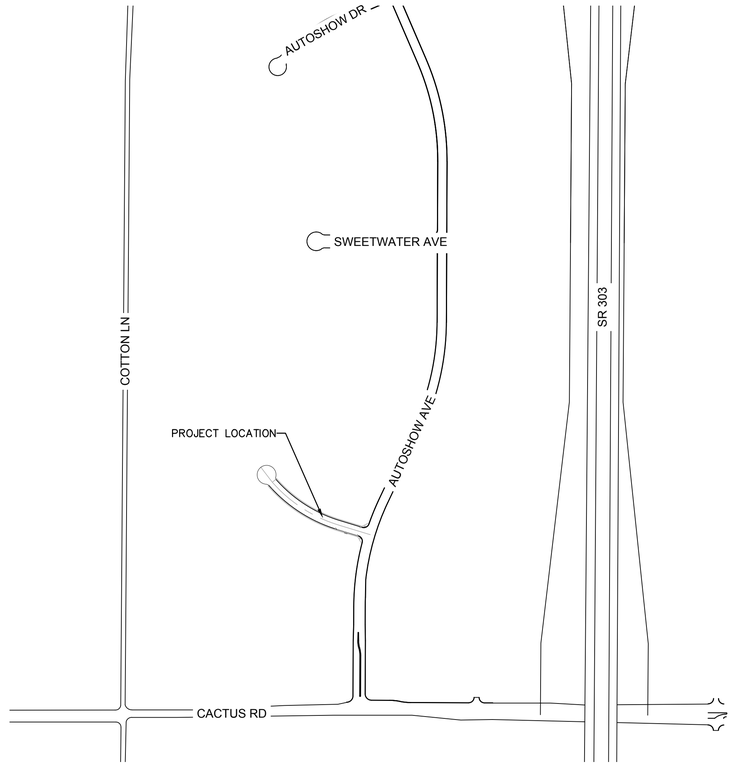
5. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract, maintenance, or service agreement.

AUTOSHOW DRIVE
STREET LIGHTING PLANS

SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST, CITY OF SURPRISE,
COUNTY OF MARICOPA, STATE OF ARIZONA



VICINITY MAP
SCALE: 1"=2000'



INDEX MAP
SCALE: 1"=400'

PROJECT TEAM CONTACTS

ENGINEER:
OLSSON
ATTN: RODNEY HANSON
7250 N 16TH ST, SUITE 210
PHOENIX, AZ 85020
PHONE: (402) 241-6816
E: RHANSON@OLSSON.COM

SITE CIVIL ENGINEER:
OLSSON
ATTN: DEBBIE KLISIS
1880 FALL RIVER DR, SUITE 200
LOVELAND, CO 80538
PHONE: (970) 635-3737
E: DKLISIS@OLSSON.COM

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

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

AGENCY CONTACTS

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

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

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

CITY OF SURPRISE
16000 N CIVIC CENTER PLAZA
SURPRISE, AZ 85374

ELECTRICAL SYMBOLS

- NEW SINGLE STREET LIGHT
- UNDERGROUND CONDUIT AND WIRE
- NEW STREET LIGHT JUNCTION BOX

NOTE:
CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL STREET LIGHTING PLANS QUANTITIES. ENGINEER'S ESTIMATE IS PROVIDED FOR GENERAL USE BY THE CITY. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE STREET LIGHTING PLANS QUANTITIES PROVIDED IF USED FOR BIDDING PURPOSES.

ESTIMATED QUANTITIES – STREET LIGHTING PLANS		
SINGLE ARM LED, 8' MAST ARM DIRECT EMBEDDED POLE	7	EA
APS APPROVED JUNCTION BOX	8	EA
APS APPROVED 2-1/2" CONDUIT	1,000	LF

LEGAL DESCRIPTION:
LOT 4, PRASADA – PHASE 1A, LOTS 4, 5, 6 AND 10, ACCORDING TO BOOK 1013 OF MAPS, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA.

BASIS OF BEARING:
THE EAST–WEST MID–SECTION LINE OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA. SAID LINE BEARS SOUTH 89°45'42" EAST, A DISTANCE OF 5256.43 AS MEASURED BETWEEN A 3–INCH BRASS CAP IN A HANDHOLE STAMPED "MCDOT SURVEY" MARKING THE WEST QUARTER CORNER OF SAID SECTION 13, AND A 2–INCH ALUMINUM CAP "ILLEGIBLE" MARKING THE EAST QUARTER CORNER OF SAID SECTION 13.

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

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

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

SHEET INDEX	
SHEET NUMBER	SHEET SUBTITLE
STREET LIGHTING PLANS	
SL1.0	COVER SHEET
SL1.1	GENERAL ELECTRICAL INFORMATION
SL1.2	STREET LIGHTING PLAN
SL1.3	STREET LIGHTING PHOTOMETRIC PLAN
SL1.4	STREET LIGHTING DETAILS

UTILITY REVIEW:
THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES. WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES, THE CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL PROVISIONS AND/OR AS OTHERWISE NOTED ON THESE PLANS. CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

ARIZONA PUBLIC SERVICE (623) 975–5746	NATHAN LAWRENCE COMPANY REPRESENTATIVE
EPCOR (623) 445–2438	JOE WHELAN COMPANY REPRESENTATIVE
MARICOPA WATER DISTRICT (623) 546–8266	ANDREW FRASER COMPANY REPRESENTATIVE
SOUTHWEST GAS (602) 395–4025	GARTH BRETON COMPANY REPRESENTATIVE
CENTURY LINK (602) 630–5093	ANDREW ANDRADE COMPANY REPRESENTATIVE
COX COMMUNICATIONS (623) 328–2406	THOMAS THOMAS COMPANY REPRESENTATIVE

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

CITY OF SURPRISE ENGINEER — DATE: 10/04/2022

MARICOPA COUNTY ENVIRONMENTAL SERVICES NOTE:
IN ACCORDANCE WITH AAC R18–119, ALL MATERIALS ADDED AFTER JANUARY 1, 1993 WHICH MAY COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NATIONAL SANITATION FOUNDATION STANDARDS 60 AND 61. THE R18–119 CAN BE OBTAINED FROM THE OFFICE OF THE ARIZONA SECRETARY OF STATE (PHONE: 602–542–4086). THE NATIONAL SANITATION FOUNDATION STANDARDS 60 AND 61 LISTINGS CAN BE OBTAINED FROM NSF INTERNATIONAL (PHONE: 303–789–8010).

APPROVALS:
FOR APPROVAL SIGNATURE, SEE WATER PLAN COVER SHEET

MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT — DATE

AS-BUILT CERTIFICATION:
I HEREBY CERTIFY THAT THE "AS–BUILT" LOCATIONS SHOWN HEREON WERE PERFORMED UNDER MY SUPERVISION AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT MAINS AND SERVICES HAVE BEEN INSTALLED AT THE AS–BUILT LOCATIONS SHOWN HEREON.

REGISTERED LAND SURVEYOR — DATE

UNDERGROUND UTILITY NOTE:
THE UTILITIES DEPICTED HEREON ARE BASED UPON THE FIELD SURVEY. CONTRACTOR TO CONTACT BLUE STAKE 48 HOURS PRIOR TO ANY ONSITE CONSTRUCTION AND VERIFY EXACT LOCATION OF ALL UTILITIES. IF DISCREPANCIES EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

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

PROFESSIONAL ENGINEER — CERTIFICATE NO. 59355 — FRANK EGELHOFF — 7-29-22 — REGISTERED — ARIZONA U.S.A.

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

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

STREET LIGHTING COVER SHEET
AUTOSHOW DRIVE PUBLIC IMPROVEMENTS
SURPRISE, AZ
2022

drawn by: MV/KT
checked by: DK/TDW
approved by: DK/FLE
QA/QC by: DK/RAZ
project no.: 021-05727
drawing no.:
date: 07-29-2022

SHEET
SL1.0

FS21-979

DWG: \\oa.ad.oaconsulting.com\fnts-ns1\projects-direct\2021\05501-06000\021-05727\40-Design\AutoCAD\Final Plans\Sheets\MECH\ELECTRICAL\E_TTL01_02105727.dwg USER: twinter
DATE: Jul 28, 2022 4:46pm XREFS: C_TBLK_02105727 C_PBASE_02105727 C_PUTIL_02105727 C_XBASE_02105727

LIGHTING FIXTURE SCHEDULE

ID	DESCRIPTION	MANUFACTURER	CATALOG NO.	LAMPS	LOAD	VOLTAGE	MOUNTING	COMMENTS
SINGLE	SINGLE ROADWAY LED, TYPE III DISTRIBUTION	GE	ERL1-0-10-C3-40-A-GRAY-G-L-R-X	4000K LED'S	97	240	DIRECT BURIED POLE WITH MAST ARM	NOTES 1,2,3

LIGHTING FIXTURE SCHEDULE NOTES:

1. PROVIDE WITH PHOTOELECTRIC CONTROL PER DETAIL 8171, SHEET SL1.4.
2. PROVIDE AND INSTALL DIRECT BURY APS 38'-6" POLE WITH A BURY DEPTH OF 6'-6" AND WITH AN 8' MAST ARM PER APS DETAIL 8040, SHEET SL1.4.
3. EXACT VOLTAGE TO BE DETERMINED WITH APS.

CALCULATIONS LUMINAIRE SCHEDULE

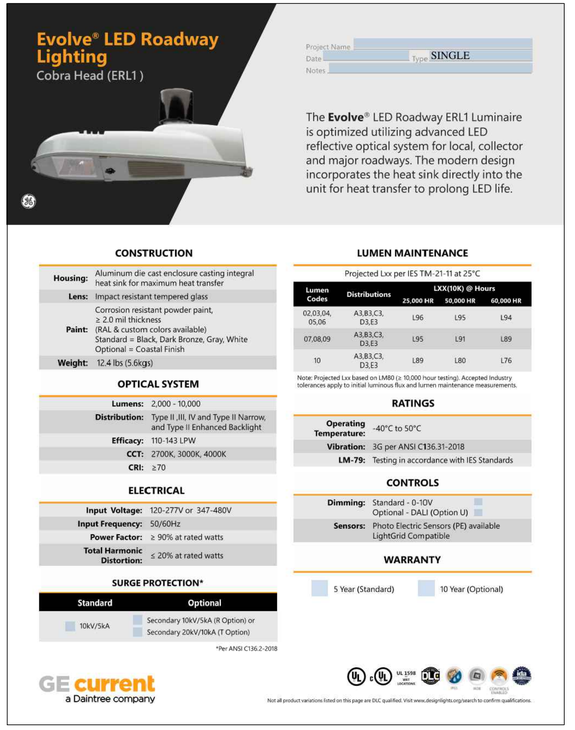
SYMBOLS	CATALOG NUMBER	DESCRIPTION	LAMP	FILE	LUMENS	LLF	WATTS	MOUNTING HEIGHT	B-U-G RATING
⊷○	ERL1-0-10-C3-40-A-GRAY-G-L-R-X	GE EVOLVE	4000K LED'S	ERL1_10C340.IES	9,800	0.90	97	40'-0"	B2-U0-G2

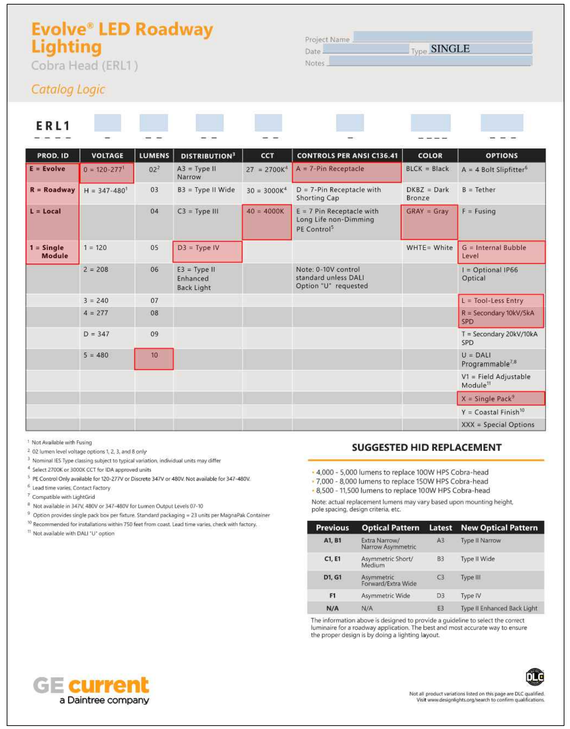
GENERAL ENGINEERING NOTES:

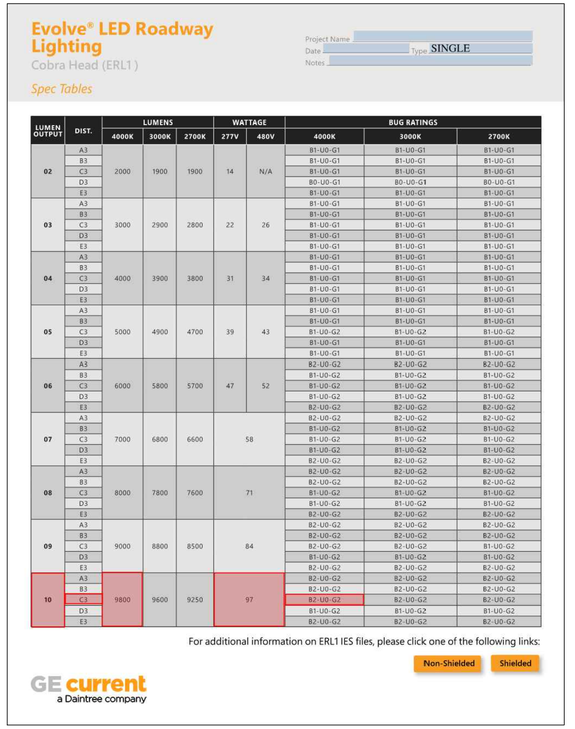
1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS 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 VARIATION 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 SIRE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SIRE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.
15. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS (TYPICALLY THE 100 WATT/9,500 LUMEN AND THE 150 WATT/16,000 LUMEN FIXTURES) ARE TO BE PAID BY THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS (TYPICALLY THE 250 WATT/30,000 LUMEN FIXTURES) ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

CONSTRUCTION NOTES:

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







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PROFESSIONAL ENGINEER CERTIFICATE NO. 56355 FRANK EGELHOFF 7-29-22 REGISTERED ARIZONA U.S.A.

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

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

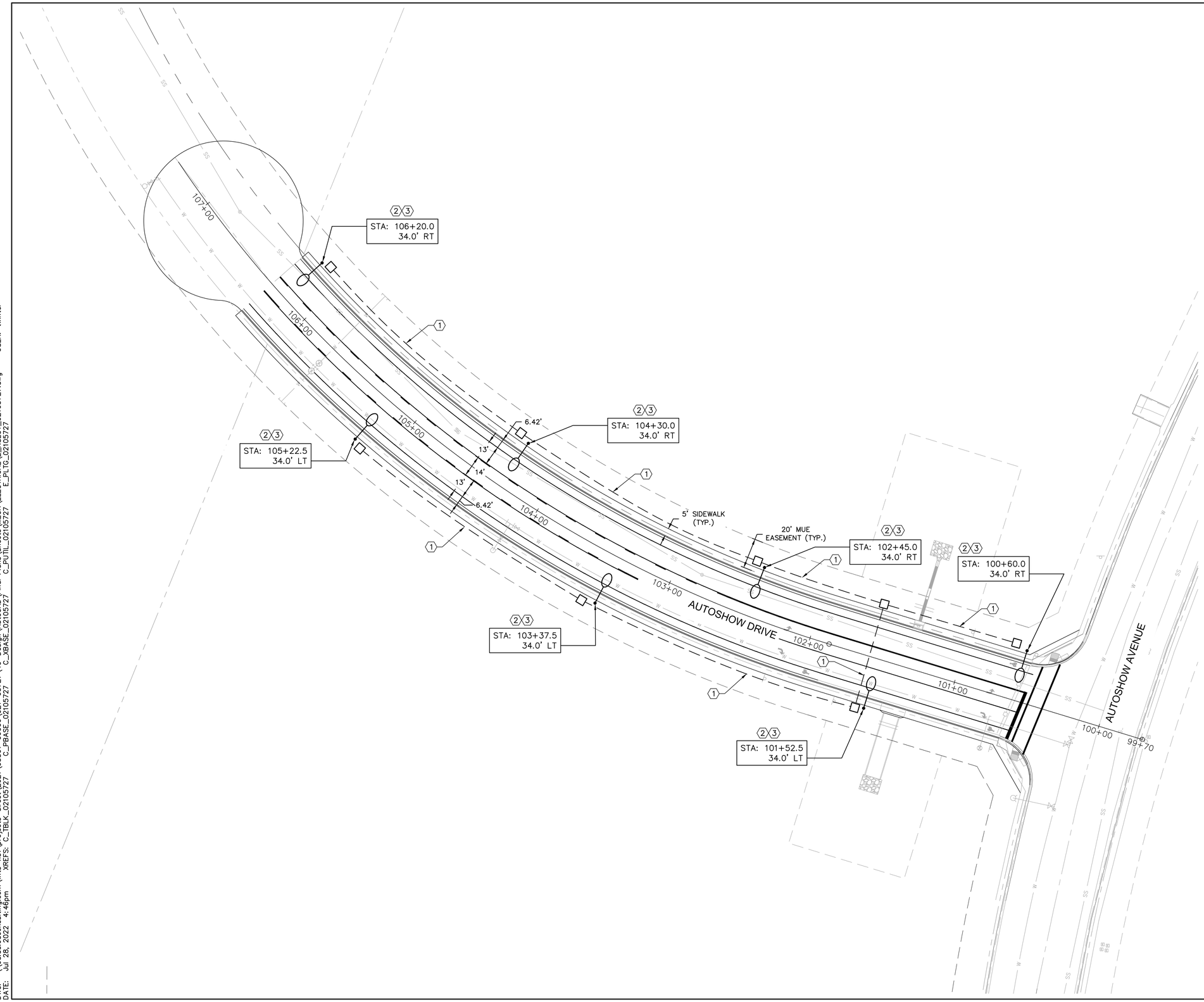
STREET LIGHTING GENERAL ELECTRICAL INFORMATION
AUTOSHOW DRIVE PUBLIC IMPROVEMENTS
2022
SURPRISE, AZ

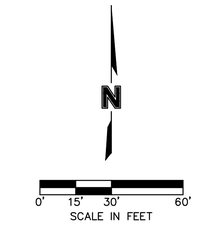
drawn by: MV/KT
checked by: DK/TDW
approved by: DK/FLE
QA/QC by: DK/RAZ
project no.: 021-05727
drawing no.:
date: 07-29-2022

SHEET SL1.1

FS21-979

DWG: \\oa.ad.oaconsulting.com\fnts-ns1\projects-direct\2021\05501-06000\021-05727\40-Design\AutoCAD\Final Plans\Sheets\MECH\ELECTRICAL\E_NSLGT_02105727.dwg USER: twinter
DATE: Jul 28, 2022 4:46pm XREFS: C_TBLK_02105727 C_PBASE_02105727 C_XBASE_02105727 E_PLTG_02105727 C_PUTIL_02105727





SHEET NOTES:

1. PROVIDE AND INSTALL 2-1/2" CONDUIT PER APS SPECIFICATIONS AND STANDARDS.
2. PROVIDE AND INSTALL APS APPROVED LED LUMINAIRE AND POLE, SEE SHEET SL1.1 LIGHTING FIXTURE SCHEDULE FOR SPECIFICATION. POLE SHALL BE CENTERED 1'-0" MIN FROM SIDEWALK OR 4' BEHIND BACK OF CURB. INSTALL (2) #12 THNN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS STANDARDS AND SPECIFICATIONS.
3. INSTALL APS APPROVED JUNCTION BOX ADJACENT TO POLE. REFER TO CONSTRUCTION NOTES FOR INSTALLATION LOCATION. PROVIDE AND INSTALL 1" FLEX CONDUIT AND WIRE FROM JUNCTION BOX TO STREET LIGHT POLE PER APS DETAILS AND SPECIFICATIONS. SEE DETAILS ON SHEET SL1.4

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PROFESSIONAL ENGINEER
CERTIFICATE NO.
50355
FRANK
EGELHOFF
DATE SIGNED 7-29-22
ARIZONA U.S.A.

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REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

STREET LIGHTING PLAN

AUTOSHOW DRIVE PUBLIC IMPROVEMENTS

2022

SURPRISE, AZ

drawn by:	MV/KT
checked by:	DK/TDW
approved by:	DK/FLE
QA/QC by:	DK/RAZ
project no.:	021-05727
drawing no.:	
date:	07-29-2022

SHEET
SL1.2

FS21-979

DWG: \\oa.ad.oaconsulting.com\fnts-ns1\projects-direct\2021\05501-06000\021-05727\40-Design\AutoCAD\Final Plans\Sheets\MECH\ELECTRICAL\E_NSLGT_02105727.dwg USER: twinter
DATE: Jul 28, 2022 4:46pm XREFS: C_TBLK_02105727 C_PBASE_02105727 C_XBASE_02105727 C_PUTIL_02105727 E_PLTG_02105727

STREET LIGHTING CALCULATION SUMMARY						
AREA	SYMBOL	AVERAGE	MAXIMUM	MINIMUM	MAX/MIN	AVE/MIN
AUTOSHOW DRIVE	+	1.13	1.6	0.6	2.67	1.88
CUL-DE-SAC	+	0.33	1.1	0.0	N.A.	N.A.

NOTES:
1. CALCULATIONS ARE IN FOOTCANDLES.
2. CALCULATION POINTS ARE AT GRADE ON THE HORIZONTAL PLANE.
3. CALCULATIONS ARE SHOWN AT 15' ON CENTER SPACING.

N

0' 15' 30' 60'
SCALE IN FEET

STA: 106+20.0
34.0' RT

STA: 105+22.5
34.0' LT

STA: 104+30.0
34.0' RT

STA: 103+37.5
34.0' LT

STA: 102+45.0
34.0' RT

STA: 101+52.5
34.0' LT

STA: 100+60.0
34.0' RT

AUTOSHOW DRIVE

AUTOSHOW AVENUE

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REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

STREET LIGHTING PHOTOMETRIC PLAN

AUTOSHOW DRIVE PUBLIC IMPROVEMENTS

SURPRISE, AZ

2022

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drawn by:	MV/KT
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approved by:	DK/FLE
QA/QC by:	DK/RAZ
project no.:	021-05727
drawing no.:	
date:	07-29-2022

SHEET
SL1.3

FS21-979

DWG: \\oa.ad.oaconsulting.com\fnts-nsf\projects-direct\2021\05501-06000\021-05727\40-Design\AutoCAD\Final Plans\Sheets\MECH\ELECTRICAL\E_NSLGT_02105727.dwg USER: twinter
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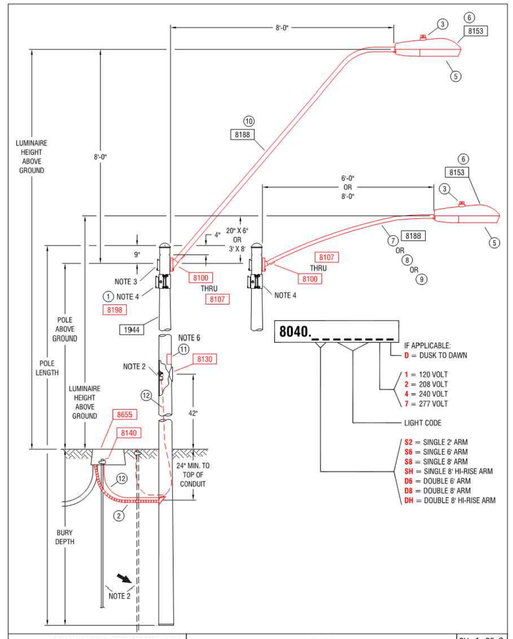
GENERAL NOTES:

1. STREET LIGHTING IS DESIGNED FOR A NOMINAL 40' LUMINAIRE MOUNTING HEIGHT WITH 8'X8' MAST ARM(S).



aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	D. LAMONTAGNE	07/2013	12

LIGHTS
ROADWAY LUMINAIRE ON
20' X 6', 3' X 8', OR 8' X 8' MAST ARM ON
19'-0", 30'-0", 38'-0" OR 40'-6" STEEL POLES

SH 1 OF 2
8040

NOTES:
1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH THE J-BOX. WHERE A GROUND ROD CAN NOT BE DRIVEN ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES. CUSTOMER OWNED EQUIPMENT MAY REQUIRE THE GROUND ROD INSTALLED NEXT TO THE POLE.
3. THE 40'-6" SELF-SUPPORTING STEEL POLE AND ONE OF THE 38'-6". HAVE TWO. MANUFACTURER INSTALLED SIMPLEX FITTINGS 180° APART FOR DOUBLE ARMS, SEE CHART..
4. APN 33701054 IS A POLE BAND ADAPTOR WITH A SIMPLEX FITTING. ADAPTOR IS REQUIRED FOR THE SECOND ARM IN DOUBLE ARM APPLICATIONS ON EXISTING POLES IN THE FIELD WITHOUT TWO SIMPLEX FITTINGS. SEE 8198 FOR AVAILABLE SIZES.
5. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
6. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE." IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
7. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRES.
8. THE LIGHT CODE PROVIDES TWO SAME WATTAGE LUMINAIRES WHEN DOUBLE ARMS ARE SPECIFIED.
9. SEE SPEC 8030-8149 FOR IN-LINE FUSE FOR UNDERGROUND FEEDS.
10. SEE 8100 - 8107 FOR OVERHEAD ATTACHMENTS.
11. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.

TABLE 1

LIGHT CODE	APN	WATTS	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
CH41	33806640	100	HPS	120	9500	SEE TABLE 2
CH42	33806642	100		120/208/240/277	9500	
CH43	00050098	150		120/208/240/277	16000	
CH44	00047119	250		120/208/240/277	30000	
CH45	00050099	400		120/208/240/277	50000	
CM32	00104445	175	MH	120/208/240/277	14000	
CM33	00104446	250		120/208/240/277	21000	
CM34	00104447	400		120/208/240/277	36000	
CN53	00132859	55	IND	120	3500	
CN54	00070898	100		120/208/240/277	8000	
CN55	00116522	120		120/208/240/277	10200	
CN56	00116523	150		120/208/240/277	13000	
CN57	00109193	200		120/208/240/277	15250	
CN58	00116524	250		120/208/240/277	22500	
CL60	00128329	43	LEDS	120/208/240/277	3300	
CL61	00128330	67		120/208/240/277	5300	
CL62	00128331	106		120/208/240/277	8300	
CL63	00128332	130		120/208/240/277	9900	
CL64	00128364	258		120/208/240/277	20000	
AS20	33806772	55	LPS	120/240	6000	
AS21	33806774	90		120/240	13500	
AS22	33806776	135		120/240	22500	
AS23	33806778	180		120/240	33000	

TABLE 2

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

MATERIAL LIST

ITEM	CODE 8040.S2	8040.S6	8040.S8	8040.SH	8040.D6	8040.D8	8040.DH	DESCRIPTION	APN
1	-	-	-	-	1	1	1	ADAPTER BAND W/ SIMPLEX 3"	33701054
2	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORER	32900891
3	1	1	1	1	2	2	2	CONTROL PHOTO MULTI BLACK	00063965
4	VAR	VAR	VAR	VAR	VAR	VAR	VAR	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	1	2	2	2	LAMP - SEE 8164 - 8171	
6	1	1	1	1	2	2	2	LUMINAIRE - SEE TABLE 1	
7	1	-	-	-	-	-	-	MAST ARM ST LT 2" X 2"	00061225
8	-	1	-	-	2	-	-	MAST ARM ST LT 2" X 20" X 6'	33701112
9	-	-	1	-	-	2	-	MAST ARM ST LT 2" X 3" X 8'	33701124
10	-	-	-	1	-	-	2	MAST ARM ST LT 2" X 8" X 8'	33701123
11	1	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092
12	10	10	10	10	10	10	10	WIRE BARE #6 SOLID CU	33007580

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	D. LAMONTAGNE	07/2013	12

LIGHTS
ROADWAY LUMINAIRE
20' X 6', 3' X 8' OR 8' X 8' MAST ARMS ON
19'-0", 30'-0", 38'-0" OR 40'-6" STEEL POLES

SH 2 OF 2
8040

8170._
IF APPLICABLE:
D = DUSK TO DAWN

8171._ _

SHORTING CAP
33806464

PHOTOELECTRONIC CONTROL

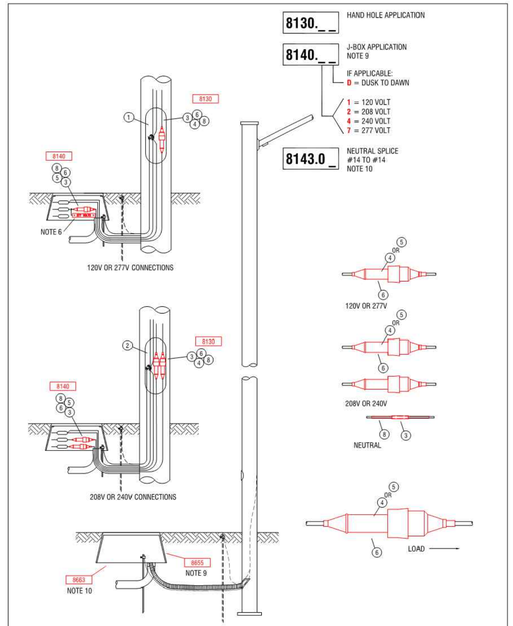
LIGHT CODE	APN	VOLTS	COLOR	APPLICATION
A	00063965	120/208/240/277	BLACK	UNIVERSAL
B	00073241	120/208/240/277	BROWN	20 YEAR
C	33806470	105/285	GREEN	SPLIT THE NIGHT

NOTES:
1. THE GREEN PHOTO CONTROL IS A SPLIT THE NIGHT CONTROL AND SHALL BE USED IN APPLICATIONS WHERE THE CUSTOMER WANTS TO HAVE THE LUMINAIRES TURNED OFF AROUND MIDNIGHT. DO NOT USED IN ROAD WAY APPLICATIONS.
2. BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. MCMINN	S. SIERRA	12/2004	5

LIGHTS
SHORTING CAP AND PHOTOELECTRIC CONTROLS

SH 1 OF 1
8170 AND 8171



aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	D. LAMONTAGNE	07/2013	8

LIGHTS
IN-LINE FUSE FOR UNDERGROUND FEEDS

SH 1 OF 2
8130 THRU 8143

NOTES:
1. USE INDENT TOOL (71807865) TO COMPRESS THE FUSE HOLDER ONTO THE WIRE.
2. CABLE INSULATION SHOULD BUTT AGAINST THE FUSE HOLDER. DO NOT REMOVE AN EXCESS AMOUNT OF INSULATION FROM THE CONDUCTOR.
3. USE A 2-INCH PIECE OF HEAT SHRINK TUBING ON EACH SIDE OF THE FUSE HOLDER, AS SHOWN, TO INSULATE AND WATERPROOF.
4. THE PREFERRED METHOD IS TO FUSE IN THE J-BOX WITH A 15 AMP FUSE AND IN THE HANDHOLE WITH A 10 AMP FUSE. WHEN FEEDING SINGLE LIGHTS WITH #14 CU IN FLEX FROM AN UNDERGROUND TRANSFORMER WITHOUT A J-BOX A 15 AMP FUSE MUST BE INSTALLED AT THE TRANSFORMER AND A 10 AMP FUSE IN THE HANDHOLE.
5. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
6. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX.
7. FOR UNDERGROUND SERVICE CONNECTIONS ON CUSTOMER-OWNED DUSK-TO-DAWN INSTALLATION REQUIREMENTS, SEE THE ELECTRIC SERVICE REQUIREMENTS MANUAL, SECTION 500 (506.13).
8. INSTALLATION OF STREET LIGHT CIRCUITS OTHER THAN THREE-WIRE 120/240 VOLT REQUIRES ENGINEERING APPROVAL.
9. FOR CITY OR DEVELOPER INSTALLED AND CITY MAINTAINED FUSING IN APS AREAS, APS TO PROVIDE AND INSTALL 15 AMP FUSES IN J-BOX, WITH FLOOD SEALS. CUSTOMER FUSING IN THE HAND HOLE NOT TO EXCEED 10 AMPS. FOR APS WIRING REQUIREMENTS CONTACT ENGINEERING.
10. WHEN SOURCE CONDUCTOR IS #14 AND NO JUNCTION BARS OR GEL PACKS ARE USED, A NEUTRAL #14 TO #14 BUTT SPLICE IS REQUIRED. USE A 2-INCH PIECE OF HEAT SHRINK TUBING OVER SPLICE TO INSULATE AND WATERPROOF.
11. FOR STREET LIGHT CIRCUITS WHERE JUNCTION BOX MUST BE INSTALLED IN THE SIDEWALK, SPEC 8663 IS THE PREFERRED BOX.
12. SEE SPEC 5060 FOR IN-LINE FUSE FOR UNDERGROUND FED STREET LIGHTS ON WOOD POLES.
13. SEE SPEC 2433 FOR ADDITIONAL GROUNDING REQUIREMENTS FOR MUNICIPALITIES.
14. A GROUND ROD IS PROVIDED WITH THE JUNCTION BOX. WHERE A GROUND ROD CANNOT BE DRIVEN ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES. CUSTOMER OWNED EQUIPMENT MAY REQUIRE THE GROUND ROD INSTALLED NEXT TO THE POLE.

MATERIAL LIST

ITEM	CODE 8130.1 & 7	8130.2 & 4	8140.1 & 7	8140.2 & 4	8143	DESCRIPTION	APN
1	47	-	-	-	-	CABLE, 2/C #14CU UF	31102132
2	-	47	-	-	-	CABLE, 3/C #14CU UF	31102135
3	1	2	1	2	1	CONN BUTT SPLICE #16 - #14	71704022
4	1	2	-	-	-	FUSE CARTRIDGE 10A	72602409
5	-	-	1	2	-	FUSE CARTRIDGE 15A	72602410
6	1	2	1	2	-	FUSEHOLDER IN-LINE 600V	00097502
7	-	-	1*	-	-	TAG 277 VOLT SIGN	00080796
8	1	2	1	2	1	TUBING SHRINKABLE 1/4	71606200

* PROVIDED ONLY WITH 277 VOLT

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	D. LAMONTAGNE	07/2013	8

LIGHTS
IN-LINE FUSE FOR UNDERGROUND FEEDS

SH 2 OF 2
8130 THRU 8143

APPROVED
CITY OF SURPRISE ENGINEER
NDL

olsson
7878 North 16th Street, Suite 105
Phoenix, AZ 85020-5282
TEL: 602.748.1000 www.olsson.com

PROFESSIONAL ENGINEER CERTIFICATE NO. 50355 FRANK EGELHOFF 7-29-22 ARIZONA U.S.A.

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

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

STREET LIGHTING DETAILS

AUTOSHOW DRIVE PUBLIC IMPROVEMENTS

SURPRISE, AZ

2022

drawn by: MV/KT
checked by: DK/TDW
approved by: DK/FLE
QA/QC by: DK/RAZ
project no.: 021-05727
drawing no.:
date: 07-29-2022

SHEET SL1.4

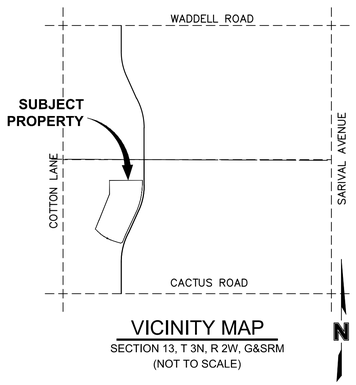
FS21-979

DWG: \\oa.ad.oaconsulting.com\fnts-ns1\projects-direct\2021\05501-06000\021-05727\40-Design\AutoCAD\Final Plans\Sheets\MECH\ELECTRICAL\E_NSLGT_02105727.dwg USER: twinter
DATE: Jul 28, 2022 4:46pm XREFS: C_TBLK_02105727 C_PBASE_02105727 C_XBASE_02105727 C_PUTIL_02105727 E_PLTG_02105727

LAZY DAYS RV PRASADA AUTOSHOW

SITE LIGHTING EXHIBIT

A PORTION OF "PRASADA - PHASE 1A LOTS 4 THROUGH 6 AND LOT 10,"
SECTION 13, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT
RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
SECTION 13, T 3N, R 2W, G&SRM
(NOT TO SCALE)

LEGEND
- NEW LIGHTING (4 NEW POLES IN BOUNDARY)
- EXISTING LIGHTING (2 EX. POLES IN BOUNDARY)

VACANT
APN: 501-44-959

SWEETWATER AVE

EXISTING VACANT LAND
PROPOSED USED CAR LOT
APN: 501-44-958

AUTOSHOW DR

APN: 501-44-957A

FIRE LANE ACCESS ONLY

RV STORAGE ACCESS ONLY

HYUNDAI SALES
APN: 501-40-971

N AUTOSHOW AVE

VACANT
APN: 501-40-957

VACANT
APN: 501-40-973

VACANT
APN: 501-40-972

N

0' 30' 60' 120'
SCALE IN FEET

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

Call at least two full working days before you begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

SITE LIGHTING EXHIBIT
SITE LIGHTING EXHIBIT

LAZY DAYS RV PRASADA AUTOSHOW
N. AUTOSHOW AVE.

SURPRISE, AZ 85388

2022

drawn by:	MD/CG
designed by:	MD/TP
checked by:	TP
project no.:	021-06684
date:	10.31.2022

SHEET B
EXHIBIT

CASE # FS22-0406

DWG: F:\2021\06501-07000\021-06684\40-Design\Exhibits\2024.05.15 - Site Lighting Exhibit.dwg USER: tpoulsen
DATE: May 15, 2024 1:19pm XREFS: C_XBASE_02106684 A_PBASE_02106684 C_PBASE_02106684 C_PUTL_02106684 C_XBASE_02105727
Prasada Land Use Master Plan_combined eop test ew 0516541_ALTA 0516541_eop 0516541A_BASE horiz

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 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 the intent and enlarging an existing lighting improvement district known as City of Surprise, Arizona, SU-FULTON HOMES AT ESCALANTE 154 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-168.

Motion:
I move to approve Resolution #2024-168.

Background:
SU-FULTON HOMES AT ESCALANTE 154 was formed in February 5, 2019 (Resolution 2019-06). 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. 20 (estimated) new lights are proposed within this enlargement which are local and collector and will be billed to the SU-FULTON HOMES AT ESCALANTE 154 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 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 SLID to cover the additional SLID expenses. At the current time, the SLID is not incurring any expense because the SLID lights have not been illuminated. Therefore, there is no current financial impact.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution 2024-168-SLID Enlargement san ysidro_Submitted_BAC
2. 02 Petition
3. 03 Streetlight Plans
4. 04 streetlight exhibit

RESOLUTION # 2024-168

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA, SU-FULTON HOMES AT ESCALANTE 154 LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on February 5, 2019, the Mayor and City Council of the City of Surprise adopted Resolution No. 2019-06, ordering the formation of the CITY OF SURPRISE, ARIZONA, SU-FULTON HOMES AT ESCALANTE 154 LIGHTING IMPROVEMENT DISTRICT (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

WHEREAS, on October 15, 2019, the Mayor and City Council of the City of Surprise adopted Resolution No. 2019-109, deleting a portion and redefining the legal boundaries of the territory within the District;

WHEREAS, on August 18, 2020, the Mayor and City Council of the City of Surprise adopted Resolution No. 2020-87, ordering enlargement of the District;

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

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

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

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

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

Section 1. *District Enlargement*. The CITY OF SURPRISE, ARIZONA, SU-FULTON HOMES AT ESCALANTE 154 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:

Kristi Passarelli, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

Exhibit "A"

Legal Description
San Ysidro Enclave
Street Light Improvement District (SLID)

Job No. 21-0184 November 12, 2023

A portion of the Northeast Quarter of Section 7, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

COMMENCING at the East Quarter corner of said Section 7, being a brass cap flush, from which the Southeast corner of said Section 7, being a aluminum cap, bears South 00 degrees 12 minutes 28 seconds East, 2,638.96 feet (**Basis of Bearing**);

Thence along the South line of the Northeast Quarter of said Section 7, North 89 degrees 42 minutes 35 seconds West, 1972.97 feet to the **POINT OF BEGINNING**;

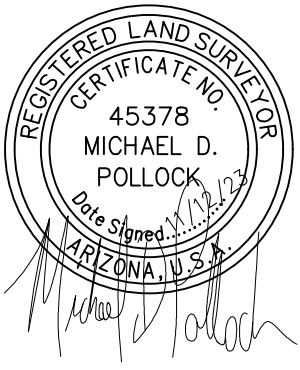
Thence continuing along said South line, North 89 degrees 42 minutes 35 seconds West, 657.66 feet to the center of said Section 7;

Thence along the West line of the Northeast Quarter of said Section 7, North 00 degrees 06 minutes 28 seconds West, 1318.18 feet;

Thence South 89 degrees 44 minutes 19 seconds East, 657.05 feet;

Thence South 00 degrees 08 minutes 03 seconds East, 1318.52 feet to the **POINT OF BEGINNING**.

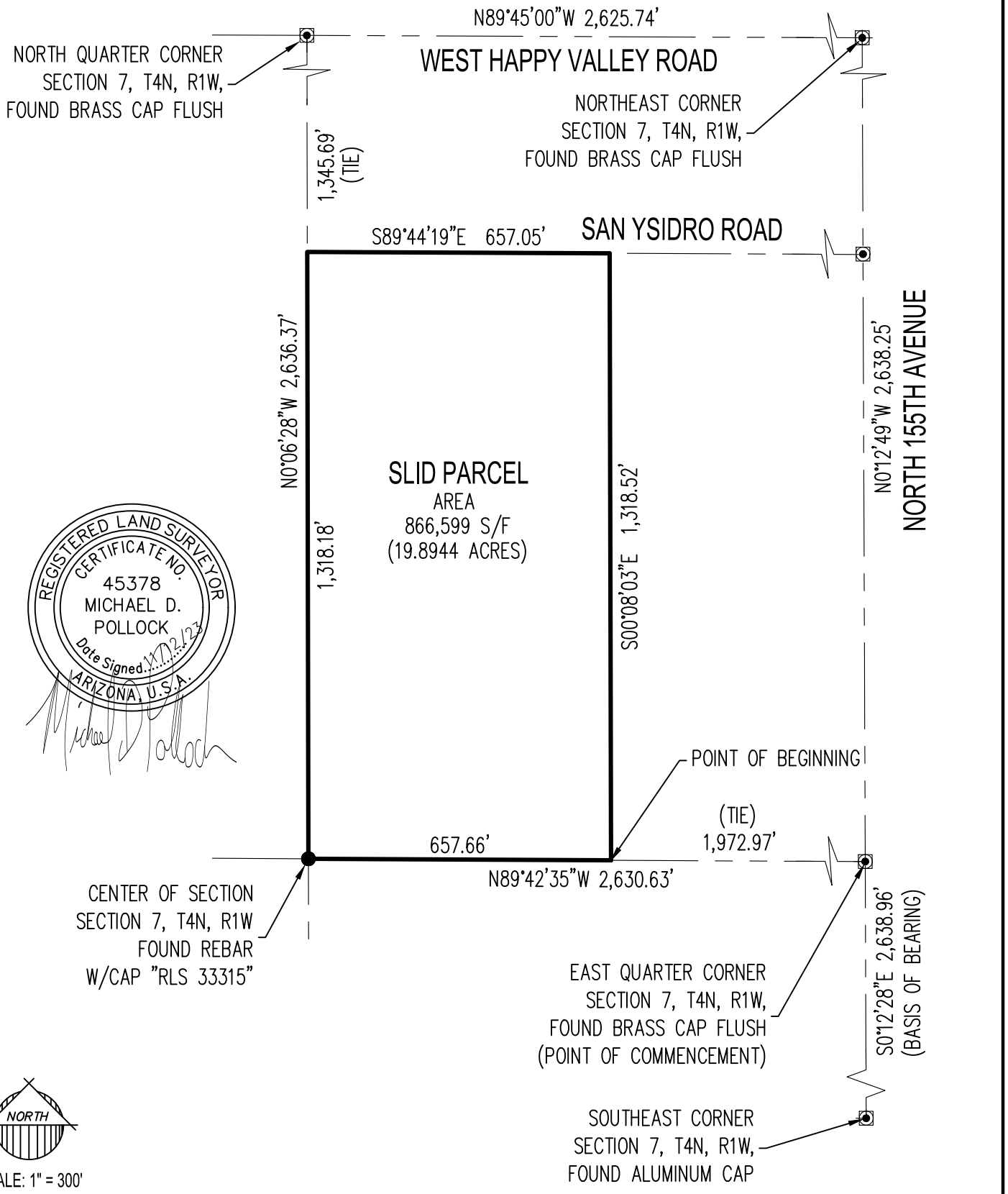
Portion of land contains **866,599** square feet (**19.8944** acres), more or less.



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

EXHIBIT B

Map



21-0184

San Ysidro Enclave
Street Light Improvement District (SLID)

Exhibit "B"

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

Nov 12, 2023 2:21pm S:\Projects\2021\21-0184\Land Survey\Legals\San Ysidro - SLID\21-0184 - San Ysidro SLID - Layout.dwg

ocuSign Envelope ID: A463C41A-77B6-4643-86BC-E2F655F322DC

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

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

SU-FULTON HOMES AT ESCALANTE 154

(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
Moshi Family Living Trust	SW Corner 158th Ave & San Ysidro Road	503-56-008	
Paloma Creek Land, LLC	SW Corner 158th Ave & San Ysidro Road	503-56-009	DocuSigned by: John Wittrock
Xander Lander 1, LLC / Paloma Creek Land, LLC	SW Corner 158th Ave & San Ysidro Road	503-56-002L	DocuSigned by: Kent A. Xander 96621F7B536143B... DocuSigned by: John Wittrock 20BFC4A4329F4C6...

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:

kWh = Fixture Wattage x 344 Usage Hours

Generation = kWh per month x $
0.07575

T&D, RCS, System Benefits = kWh per month x $
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).

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

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

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.

SAN YSIDRO ENCLAVE

SAN YSIDRO ROAD

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:

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 REPLACEDIN 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.

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	11/15/2022
CENTURY LINK	11/15/2022
COX COMMUNICATIONS	11/15/2022
SOUTHWEST GAS	11/15/2022
CITY OF SURPRISE	11/23/2022

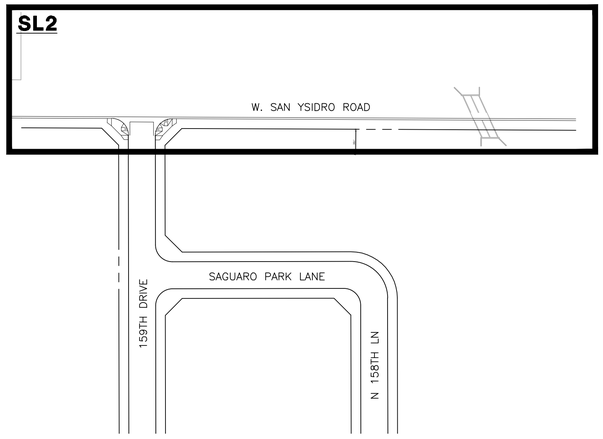
NOTE

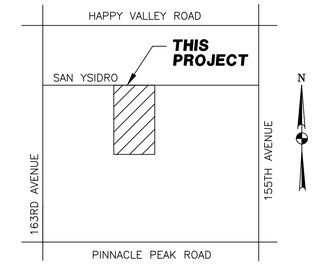
A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

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.





VICINITY MAP
N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN & DETAILS	SL2

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.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
PHONE: (480) 503-2250
CONTACT: CHANDRA MCCARTY, P.E.

OWNER
PALOMA CREEK LAND LLC
8601 N. SCOTTSDALE ROAD, SUITE 335
SCOTTSDALE, AZ85253
PHONE: (602) 499-9305
CONTACT: KENT XANDER

OWNER
MOSHI FAMILY LIVING TRUST
20629N. 53RD AVENUE
GLENDALE, AZ 85308

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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 PROJECT NO:
22609
DESIGN BY: BDS
DRAWN BY: BDS
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
SAN YSIDRO ENCLAVE
SAN YSIDRO ROAD

STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	NOV 2022	1ST SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
46691
ADAM M. BOWERS
Date Signed 11-30-23
Expires 9-30-25

DRAWING NO:
SL1
OF 2

FS23-0102

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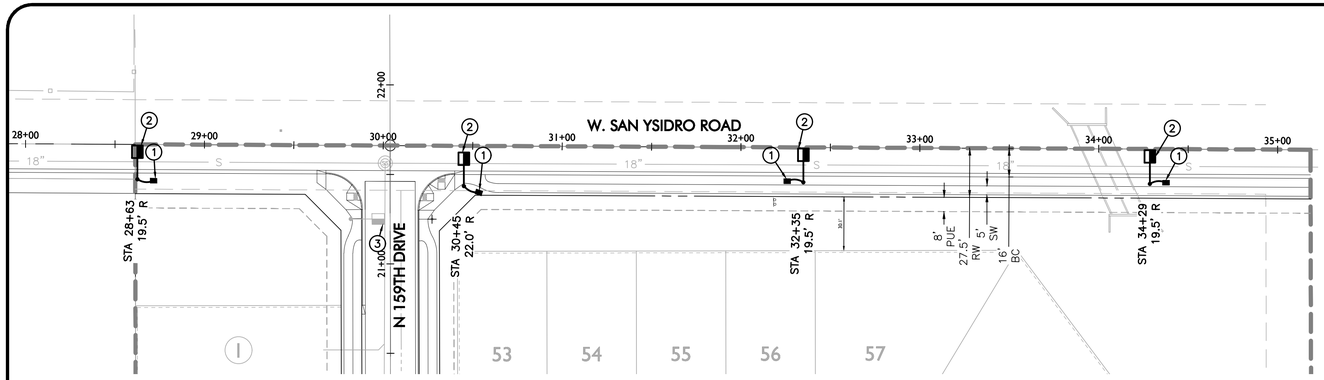

LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- PROPOSED STREET LIGHT ON ADJACENT PARCEL.
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

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. 37W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'–6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL2). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
3. PROPOSED STREET LIGHT ON ADJACENT PARCEL.

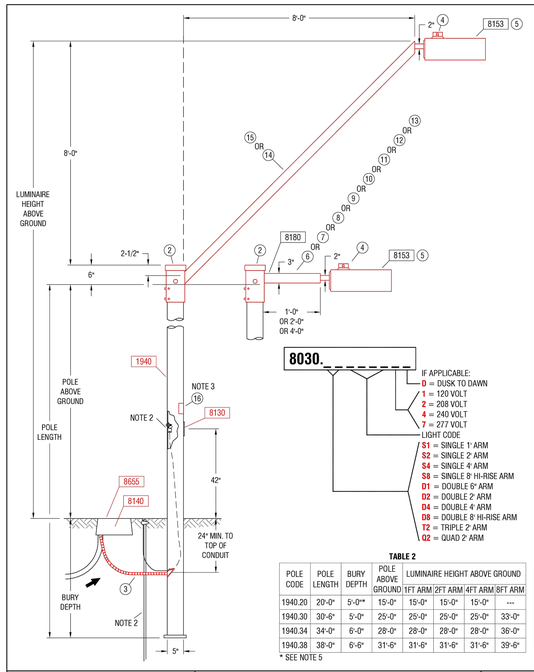

TABLE 2

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	34'-0"	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:

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 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" 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 THAT 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
AH16	00099450	100			120/208/240/277	9,500	
AH17	00099451	150	2100	HPS	120/208/240/277	16,000	
AH18	00099452	250			120/208/240/277	30,000	
AH19	00099454	400			120/208/240/277	50,000	
RN40	00128255	55	2700		120/208/240/277	3,000	
RN41	00126657	100			120/208/240/277	5,400	
RN42	00132946	150	5000	IND	120/208/240/277	10,200	
RN43	00132850	150			120/208/240/277	13,000	
RN44	00121153	200			120/208/240/277	15,250	
RN45	00116527	250			120/208/240/277	22,500	
RL40	00141047	32			120/208/240/277	3,800	
RL41	00141048	41			120/208/240/277	4,800	
RL42	00141049	88	3000	LED S	120/208/240/277	8,200	
RL43	00141050	108			120/208/240/277	11,000	
RL44	00141051	162			120/208/240/277	19,000	
RL50	00128251	45			120/208/240/277	4,300	SEE TABLE 2
RL52	00126804	60			120/208/240/277	5,400	
RL53	00126805	95	4000	LED S	120/208/240/277	8,600	
RL54	00126806	113			120/208/240/277	10,000	
RL56	00128365	257			120/208/240/277	19,200	
AL56	00113722	82			120/208/240/277	7,100	
AL58	00129911	72			120/208/240/277	8,300	
AL60	00113723	119	4000	LED M	120/208/240/277	10,900	
AL61	00116525	119R*			120/208/240/277	12,300	
AL62	00116526	119L*			120/208/240/277	12,000	
AL65	00107462	144			120/208/240/277	15,400	
AS20	33806772	55			120/240	8,000	
AS21	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

CODE	8030.S1	8030.S2	8030.S4	8030.S8	8030.D1	8030.D2	8030.D4	8030.D8	8030.T2	8030.Q2	MATERIAL LIST	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	-	-	-	-	-	-	-	1	-	-	BRACKET ARCH SLIP BOLTED	00092251
2	1	1	1	1	1	1	1	1	1	1	CAP STLT SQ-P 5.5" ARM	00100036
3	10	10	10	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32900891
4	1	1	1	1	2	2	2	3	3	4	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	1	2	2	2	3	4		LUMINAIRE - SEE TABLE 1	
6	-	-	-	-	1	-	-	-	-		MAST ARM STLT 3" SQ X 1' DBL	00121154
7	1	-	-	-	-	-	-	-	-		MAST ARM STLT 3"SQ X 2' SGL	00088370
8	-	-	-	-	-	1	-	-	-		MAST ARM STLT 3"SQ X 2' DBL	33701117
9	-	-	-	-	-	-	-	-	-	1	MAST ARM STLT 3"SQ X 2' QUAD	00052665
10	-	1	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 2' SGL	33701116
11	-	-	-	-	-	-	-	-	1	-	MAST ARM STLT 3"SQ X 2' TPL	00052664
12	-	-	-	-	-	-	1	-	-	-	MAST ARM STLT 3"SQ X 4' DBL	00073267
13	-	-	1	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 4' SGL	00061238
14	-	-	-	1	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 8' SGL	33701120
15	-	-	-	-	-	-	-	2	-	-	MAST ARM STLT 8' BOLT-ON	00092252
16	1	1	1	1	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS				
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY

SH 1 OF 2

8030

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS

BY | LDR. | MGR. | DATE | REV.
KLS | B. BOOKER | R. CANDRA | 02/2016 | 12

LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY

8030

SH 2 OF 2

LUMINAIRE TABLE

DARK BRONZE ROADWAY SCALEABLE LED 3000K

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
RL40	DKBZ	00141048	31	120/208/240/277	3,800	ERLC005A530ADKBZGLRV1013 DIALED TO 7**
RL41		00141048	36	120/208/240/277	4,900	ERLC005A530ADKBZGLRV1013
RL42		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

GRAPHIC SCALE

40 20 0 20 40 80

1 INCH = 40 FEET

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In Maricopa County: (602) 263-1100

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H:\2022\22609-San Ysidro Enclave SL & SE\22609-SL San Ysidro Enclave.dwg

WRIGHT ENGINEERING PROJECT NO:
22609
DESIGN BY: BDS
DRAWN BY: BDS
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: **SURPRISE, ARIZONA**
SAN YSIDRO ENCLAVE
SAN YSIDRO ROAD

TITLE: **STREET LIGHT PLAN**

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	NOV 2022	1ST SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
46691
ADAM M. BOWERS
State Arizona
11-30-22
Expires 9-30-25

DRAWING NO:
SL2
OF 2

FS23-0102

SAN YSIDRO ENCLAVE

ONSITE

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:

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 REPLACEDIN 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.

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	11/16/2022
CENTURY LINK	11/16/2022
COX COMMUNICATIONS	11/16/2022
SOUTHWEST GAS	11/16/2022
CITY OF SURPRISE	11/23/2022

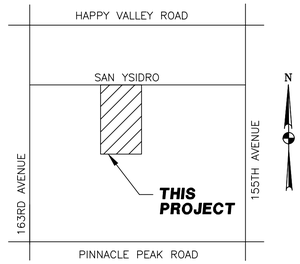
NOTE

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.



VICINITY MAP

N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLANS	SL2
STREET LIGHT DETAILS	SL3

POWER CONDUIT NOTE

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

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

OWNER
PALOMA CREEK LAND LLC
8601 N. SCOTTSDALE ROAD, SUITE 335
SCOTTSDALE, AZ85253
PHONE: (602) 499-9305
CONTACT: KENT XANDER

OWNER
MOSHI FAMILY LIVING TRUST
20629N. 53RD AVENUE
GLENDALE, AZ 85308

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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WRIGHT ENGINEERING PROJECT NO: **22609**

DESIGN BY: BDS
DRAWN BY: BDS
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: SURPRISE, ARIZONA
SAN YSIDRO ENCLAVE
ONSITE

TITLE: STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	NOV 2022	1ST SUBMITTAL

Registered Professional Engineer (Retired) Certificate No. 46691 ADAM M. BOWERS 11-30-22 State of Arizona
Expires 9-30-25

DRAWING NO: **SL1** OF 3

FS23-0102

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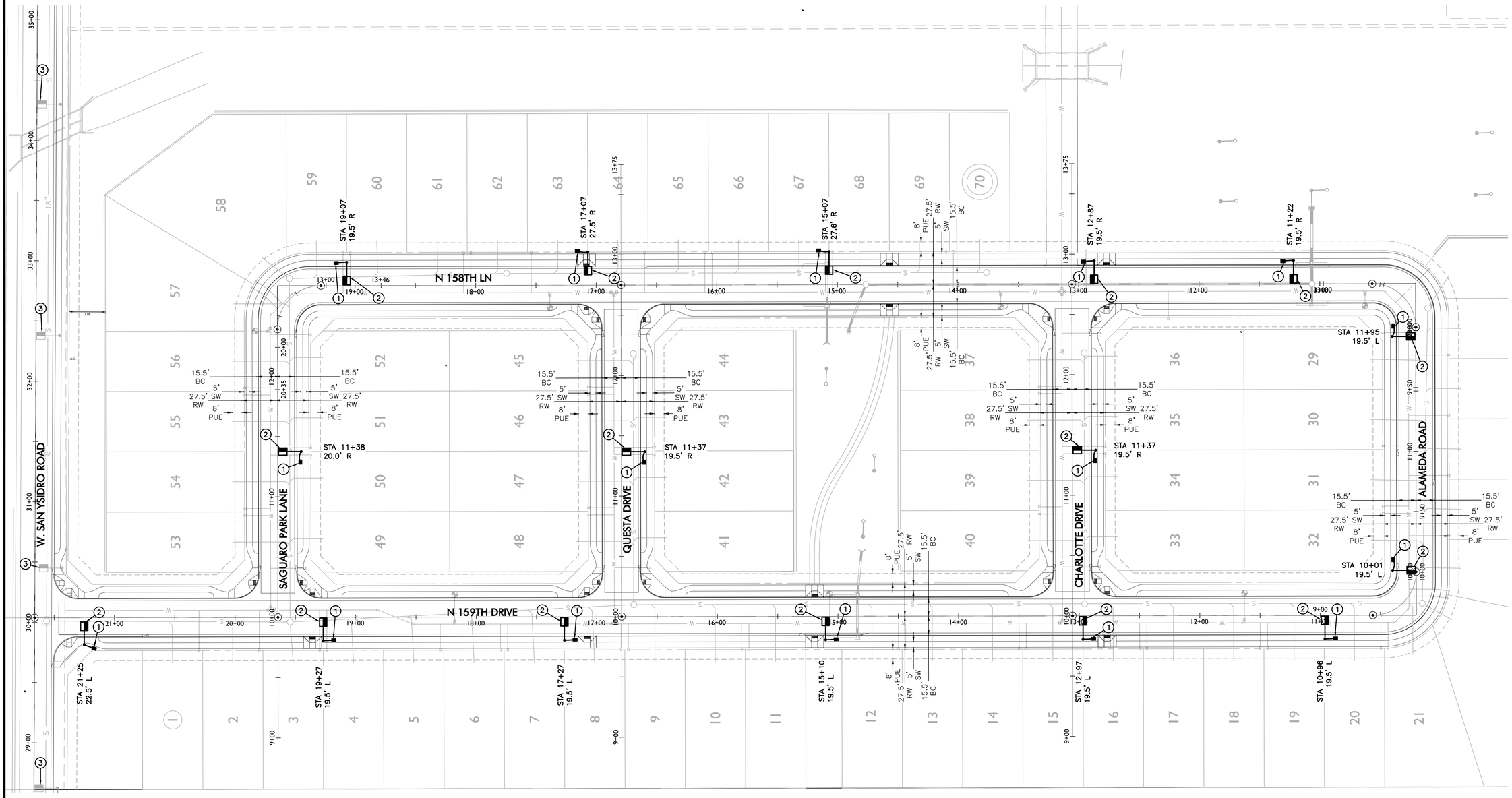

CONSTRUCTION NOTES

1. INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
2. 37W LED (4,900 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.
3. PROPOSED STREET LIGHT ON ADJACENT PLAN SET.

LEGEND

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

GRAPHIC SCALE
40 20 0 20 40 80
1 INCH = 40 FEET

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

WRIGHT ENGINEERING PROJECT NO:
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DESIGN BY: BDS
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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: **SURPRISE, ARIZONA**
SAN YSIDRO ENCLAVE ONSITE

TITLE: **STREET LIGHT PLAN**

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	NOV 2022	1ST SUBMITTAL

Registered Professional Engineer (Electrical)
Certificate No.
46691
ADAM M. BOWERS
11-30-22
State Registered
Expires 9-30-25

DRAWING NO:
SL2
OF 3

FS23-0102

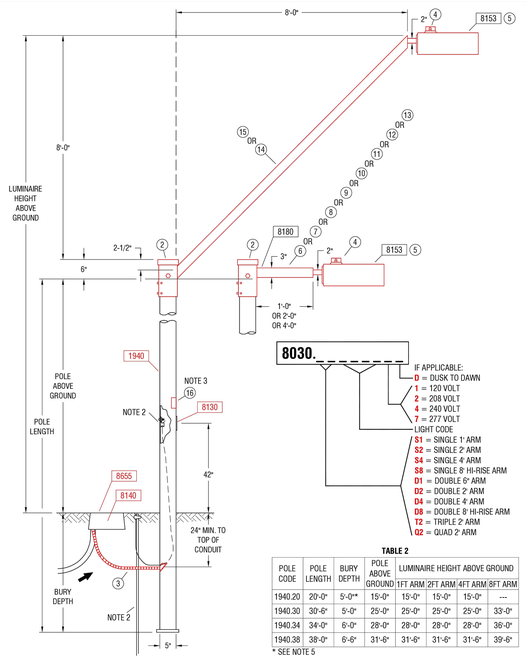


TABLE 2

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	34'-0"	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:

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 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" 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 THAT 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
AH16	00099450	100			120/208/240/277	9,500	
AH17	00099451	150			120/208/240/277	16,000	
AH18	00099452	250	2100	HPS	120/208/240/277	30,000	
AH19	00099454	400			120/208/240/277	50,000	
RN40	00128255	55	2700		120/208/240/277	3,900	
RN41	00126667	100			120/208/240/277	6,400	
RN42	00132846	150			120/208/240/277	10,200	
RN43	00132850	150	5000	IND	120/208/240/277	13,000	
RN44	00121153	200			120/208/240/277	15,250	
RN45	00116627	250			120/208/240/277	22,500	
RL40	00141047	32			120/208/240/277	3,800	
RL41	00141048	41			120/208/240/277	4,800	
RL42	00141049	88	3000	LED S	120/208/240/277	8,200	
RL43	00141050	108			120/208/240/277	11,000	
RL44	00141051	162			120/208/240/277	19,000	SEE TABLE 2
RL50	00128251	45			120/208/240/277	4,300	
RL52	00126804	60			120/208/240/277	5,400	
RL53	00126805	95	4000	LED S	120/208/240/277	8,600	
RL54	00126806	113			120/208/240/277	10,000	
RL56	00128365	257			120/208/240/277	19,200	
AL56	00113722	80			120/208/240/277	7,100	
AL58	00129911	77			120/208/240/277	8,300	
AL60	00113723	119	4000	LED M	120/208/240/277	12,900	
AL61	00116565	119R*			120/208/240/277	12,300	
AL62	00116566	119L*			120/208/240/277	12,900	
AL65	00107462	144			120/208/240/277	15,400	
AS20	33806772	55			120/240	8,000	
AS21	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

CODE	8030.S1	8030.S2	8030.S4	8030.S8	8030.D1	8030.D2	8030.D4	8030.D8	8030.T2	8030.Q2	MATERIAL LIST	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	-	-	-	-	-	-	-	-	1	-	BRACKET ARCH SLIP BOLTED	00092251
2	1	1	1	1	1	1	1	1	1	1	CAP STLT SQ-P 5.5" ARM	00100036
3	10	10	10	10	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32900891
4	1	1	1	1	2	2	2	2	3	4	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	1	2	2	2	2	3	4	LUMINAIRE - SEE TABLE 1	
6	-	-	-	-	1	-	-	-	-	-	MAST ARM STLT 3"SQ X 1' DBL	00121154
7	1	-	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 1' SGL	00088370
8	-	-	-	-	-	1	-	-	-	-	MAST ARM STLT 3"SQ X 2' DBL	33701117
9	-	-	-	-	-	-	-	-	-	1	MAST ARM STLT 3"SQ X 2' QUAD	00052665
10	-	1	-	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 2' SGL	33701116
11	-	-	-	-	-	-	-	-	1	-	MAST ARM STLT 3"SQ X 2' TPL	00052664
12	-	-	-	-	-	-	1	-	-	-	MAST ARM STLT 3"SQ X 4' DBL	00073267
13	-	-	1	-	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 4' SGL	00061738
14	-	-	-	1	-	-	-	-	-	-	MAST ARM STLT 3"SQ X 8' SGL	33701120
15	-	-	-	-	-	-	-	2	-	-	MAST ARM STLT 8' BOLT-ON	00092252
16	1	1	1	1	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY	SH 1 OF 2
BY	LDR.	MGR.	DATE	REV.		8030
KLS	B. BOOKER	R. CANDRA	02/2016	12		

aps ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY	SH 2 OF 2
BY	LDR.	MGR.	DATE	REV.		8030
KLS	B. BOOKER	R. CANDRA	02/2016	12		

LUMINAIRE TABLE

DARK BRONZE ROADWAY SCALEABLE LED 3000K

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
RL40	DKBZ	00141048	31	120/208/240/277	3,800	ERLC005A530ADKBZGLRV1013 DIALED TO 7**
RL41		00141048	36	120/208/240/277	4,900	ERLC005A530ADKBZGLRV1013
RL42		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

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:\2022\22609-San Ysidro Enclave SL & SEL\22609-SL Onsite.dwg

WRIGHT ENGINEERING PROJECT NO:
22609
DESIGN BY: BDS
DRAWN BY: BDS
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: SURPRISE, ARIZONA
SAN YSIDRO ENCLAVE ONSITE

TITLE: STREET LIGHT DETAILS

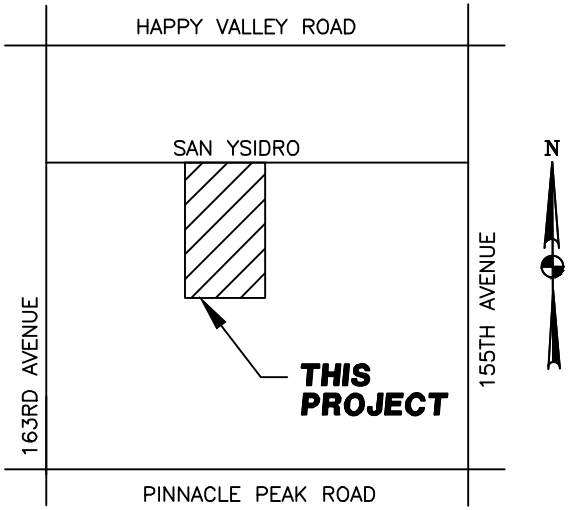
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	NOV 2022	1ST SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
46691
ADAM M. BOWERS
11-30-22
Date Signed
Expires 9-30-25

DRAWING NO: SL3 OF 3

FS23-0102

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



VICINITY MAP
N.T.S.

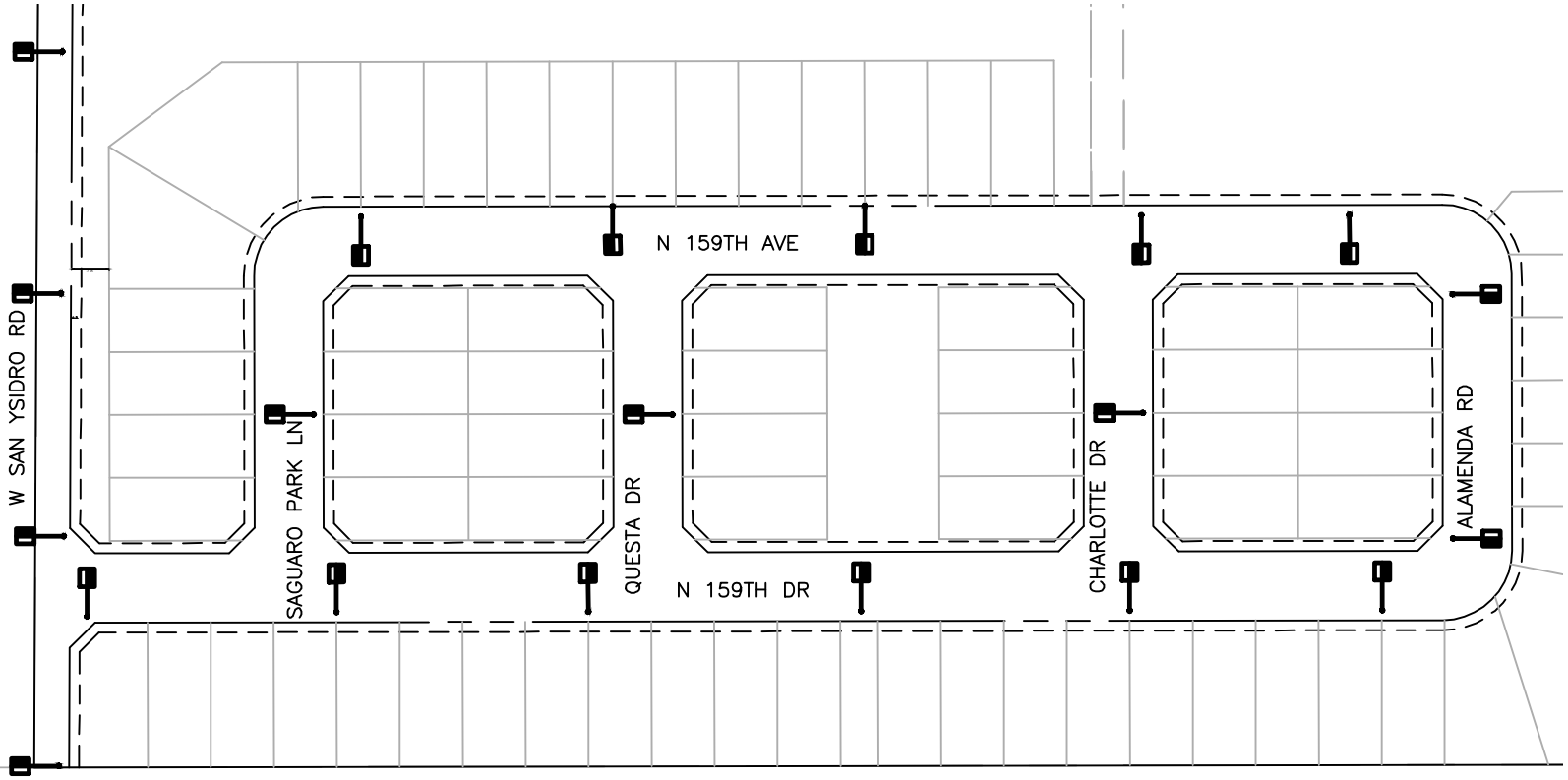
STREET LIGHTS:

4900 LUMEN – 20 POLES

GRAPHIC SCALE

150 75 0 75 150 300

1 INCH = 150 FEET



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 # JOB#

WRIGHT JOB #
22609

PROJECT:
SAN YSIDRO
SLID

Registered Professional Engineer (Electrical)
Certificate No.
46691
ADAM M.
BOWERS
Date Signed 10-04-24
ARIZONA U.S.A.

Expires 9–30–25

DESIGN BY:	BDS
DRAWN BY:	BDS
CHECKED BY:	AMB

DRAWING NO:
SL1

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: Public Works
Staff Recommendations:

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

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

Agenda Wording:
Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Paradisi Parcel D, generally located at the southeast corner of North 168th Drive and West Shangri-La Road; Resolution # 2024-160.

Motion:
I move to approve Resolution #2024-160.

Background:
The Public Works Department conducted the final inspection of the public improvements for Paradisi Parcel D on or about May 9, 2024, totaling 10,313 SY (approximately 3,315 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, and wastewater lines. Domestic water lines are located within the EPCOR water jurisdiction.

Objective Analysis:
The improvements to this property provide roadways for conveyance through the property, 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 the EPCOR 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 streets and sewer 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 $1,370,702.30.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported by the city's Transportation Operations and Wastewater Operations. 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 2024-160- Infra Accept_CAO Paradisi Parcel D
2. 02_Notice of Completion Letter_Paradisi Parcel D
3. 03_Inspector Sign-Off Form Paradisi Parcel D
4. 04_Linear Foot Backup_Paradisi Parcel D

RESOLUTION # 2024-160

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AT SYCAMORE FARMS (PARADISI) - PARCEL D, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF NORTH 168TH DRIVE AND WEST SHANGRI-LA ROAD.

WHEREAS, the Mayor and City Council ("Council") of the City of Surprise approved a final plat entitled "Sycamore Farms (Paradisi) - Parcel D" on October 4, 2022;

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 Sycamore Farms (Paradisi) - Parcel D (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. The roadway improvements, and sewer lines 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 southeast corner of North 168th Drive and West Shangri-La Road;

WHEREAS, on or about May 9, 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:

Kristi Passarelli, City Clerk

Approved as to form only:

Robert Wingo, City Attorney

EXHIBIT A

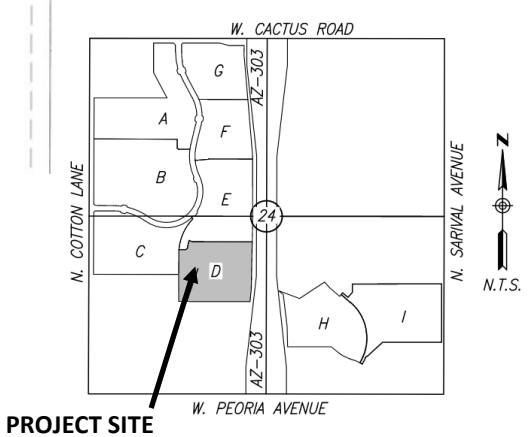
Map of Infrastructure

EXHIBIT A

Paradisi Parcel D

INFRASTRUCTURE TO BE ACCEPTED:

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



VICINITY MAP
T3N, R2W, SEC. 24

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: 9/17/2024

Re: FS21-530 Paradisi Parcel D

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	$ 452,255.00
City Concrete	$ 531,792.30
City Sewer	$ 386,655.00
Total	**$1,370,702.30**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

June 6, 2024

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

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR PARADISI PARCEL D– FS21-530

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

Nuning Lemka, P.E.
City Engineer

cc: Ravi Sharma, PW Engineering Manager
Eric Boyles, Transportation Director
Amanda Correia, Finance Senior Accountant
Tracy Mills, IT
Robert Fields, PW Field Engineering Supervisor
Erick Martin, Finance
Michael Boule, Water Resource Management Director

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 5/9/24 ___ Commercial ___ Commercial w/Offsite X Residential

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

3/6/24 Date of Punch-List Walk 4/8/24 Date Punch-List Completed

Case Number: FS21-530

Project Name: Paradisi Parcel D

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

Taylor Morrison

9000 E Pima Center PKWY 350 Scottsdale AZ 85258

Permit No:	E22P-1415	**Permit Type:**	Dry Well
Permit No:	E22P-1419	**Permit Type:**	Private Water
Permit No:	E22P-1413	**Permit Type:**	City Concrete
Permit No:	E22P-1416	**Permit Type:**	Storm Drain
Permit No:	E22P-1417	**Permit Type:**	City Paving
Permit No:	E22P-1418	**Permit Type:**	City Sewer
Permit No:	E22P-1420	**Permit Type:**	Signing and Striping
Permit No:	E22P-1412	**Permit Type:**	Grading
Permit No:	E22P-1347	**Permit Type:**	SWPPP
Permit No:		**Permit Type:**	

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

Other _____ (Specify)

APPROVAL:

Civil Inspector: James Marichalar Digitally signed by Rob Fields DN: cn=Rob Fields, o, ou, email=Robert.Fields@surpriseaz.gov, c=US Date: 2024.05.09 07:02:34 -07'00' **Date:** 5/9/24

Civil Engineering Supervisor: _____ **Date:** _____

FS Case	Project Name	Private/Public	Classification	Roadway	Limits (Begin)	Limits (End)	Paving Paved Dirt Road?	New Lanes (total) (total inc	New Bike Lan	Median Width (ft)	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement) (ft)	Pavement Area (ft^2)	Pavement Area (SY)
21-530	Paradisi Parcel D	Public	Local	N. 168th Drive	W. Desert Mirage Drive	W. Shangri-La Road	N	2	0	0	530.0	0.10	0.25	0.20	28	14,840	1,649
21-530	Paradisi Parcel D	Public	Local	N. 167th Drive	W. Desert Mirage Drive	W. Shangri-La Road	N	2	0	0	570.0	0.11	0.25	0.22	28	15,960	1,773
21-530	Paradisi Parcel D	Public	Local	W. Shangri-La Road	N. 168th Drive	N. 167th Drive	N	2	0	0	715.0	0.14	0.25	0.27	28	20,020	2,224
21-530	Paradisi Parcel D	Public	Local	W. Hope Drive	N. 168th Drive	N. 167th Drive	N	2	0	0	760.0	0.14	0.25	0.29	28	21,280	2,364
21-530	Paradisi Parcel D	Public	Local	W. Desert Mirage Drive	N. 168th Drive	N. 167th Drive	N	2	0	0	740.0	0.14	0.25	0.28	28	20,720	2,302
										Total	**3315.0**					**Total**	**10,313**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 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 pertaining to the conditional acceptance and maintenance of certain public utility improvements at Rancho Mercado Parcel A2, generally located at the northeast corner of West McMicken Way and North 147th Avenue; Resolution # 2024-162.

Motion:
I move to approve Resolution #2024-162.

Background:
The Public Works Department conducted the final inspection of the public improvements to Rancho Mercado Parcel A2 on or about August 13, 2024, totaling approximately 5,343 LF of water lines, and approximately 4,911 LF of wastewater lines, and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes water lines and wastewater lines. The roadways are private.

Objective Analysis:
The improvements to this property provide 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 sewer and water 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 $997,386.00.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's Water Operations and Wastewater 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 2024-162 Infra Accept RM Parcel A2
2. 02_Notice of Completion RM Par A2
3. 03_Inspector Project Sign Off RM Par A2
4. 04_Linear Foot Backup RM Par A2

RESOLUTION # 2024-162

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AT RANCHO MERCADO PARCEL A2, 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 A2" on May 4, 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 A2 (the "Developer"), installed certain public improvements, including sewer lines, and water lines. The sewer lines, and water lines 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 August 13, 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:

Kristi Passarelli, City Clerk

Approved as to form only:

Robert Wingo, City Attorney

EXHIBIT A

Map of Infrastructure

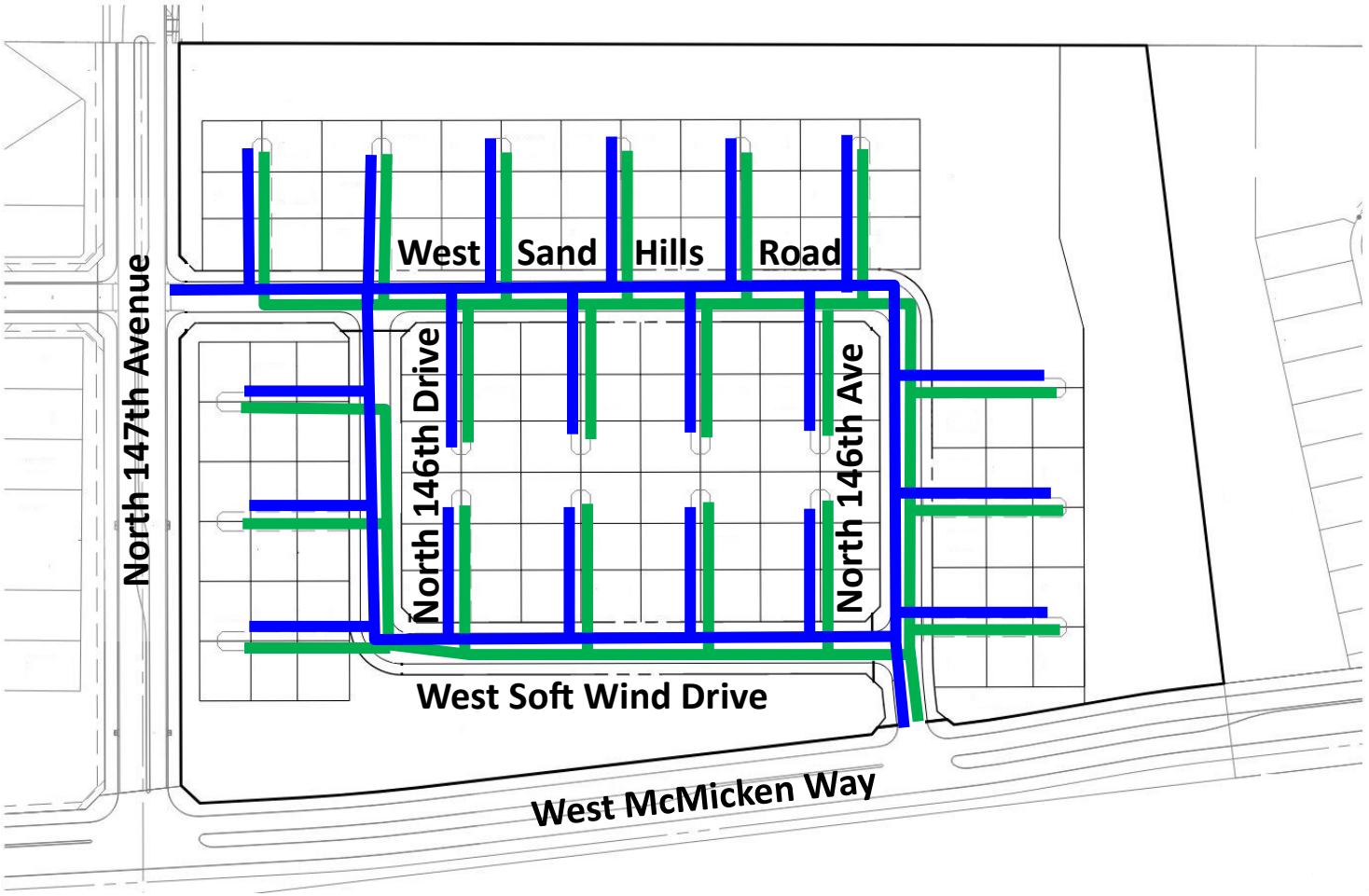
EXHIBIT A

Rancho Mercado Parcel A2

INFRASTRUCTURE TO BE ACCEPTED:

SEWER

WATER



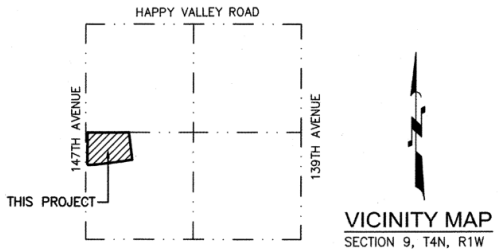


EXHIBIT B

List and Cost of Improvements

EXHIBIT B

SURPRISE
ARIZONA

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: 09/18/2024

Re: FS19-755 Rancho Mercado Parcel A2

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 Sewer	$510,229.00
City Water	$487,157.00
Total	**$997,386.00**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

August 14, 2024

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

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO MERCADO PHASE 2 PARCEL A2– FS19-755

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

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 6/12/2024 ___ Commercial ___ Commercial w/Offsite X Residential

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

4/10/2024 Date of Punch-List Walk 5/23/2024 Date Punch-List Completed

Case Number: FS19-755

Project Name: RANCHO MERCADO PH 2 PARCEL A2

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

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

4900 E SCOTTSDALE RD 2200, SCOTTSDALE AZ 85251

Permit No:	E21P-0236	**Permit Type:**	CONCRETE
Permit No:	E21P-0237	**Permit Type:**	DRAINAGE - STORM DRAIN
Permit No:	E21P-0238	**Permit Type:**	PAVING
Permit No:	E21P-0239	**Permit Type:**	SEWER
Permit No:	E21P-0240	**Permit Type:**	TRAFFIC
Permit No:	E21P-0241	**Permit Type:**	WATER
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

Other _____ (Specify)

APPROVAL:

Civil Inspector: Jose Belman **Date:** 7/1/2024

Civil Engineering Supervisor: Digitally signed by Rob Fields DN: cn=Rob Fields, o, ou, email=Robert.Fields@surpriseaz.gov, c=US Date: 2024.08.13 15:16:22 -07'00' **Date:** _____

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WATER AND SEWER PLANS
FOR
RANCHO MERCADO PARCEL A2

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

ESTIMATED QUANTITIES

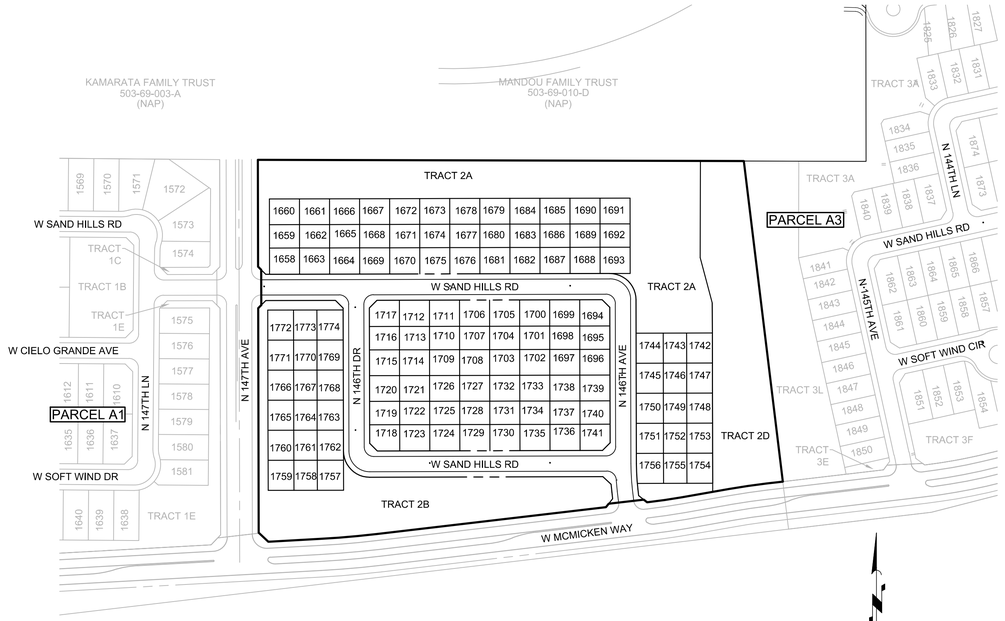
QUANTITIES ARE FOR ESTIMATING PURPOSES ONLY.
ENGINEER MAKES NO GUARANTEE OF ACCURACY.

NO	ITEM	TOTAL
1	1 INCH WATER SERVICE PER C.O.S. DTL 6-05, PER SHEET 3	118 EA
2	1.5 INCH WATER SERVICE WITH 1.5" METER & REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY (LANDSCAPE METER); C.O.S. 6-05 & 6-13 PER SHEET 3	2 EA
5	4 INCH PVC C-900 CLASS 200 WATERLINE; TRENH BEDDING PER C.O.S. STANDARDS.	43 LF
7	8 INCH PVC C-900 CLASS 200 WATERLINE; TRENCH BEDDING PER C.O.S. STANDARDS.	5343 LF
15	8 INCH V.B.& C PER MAG STD DTL 391-1, TYPE C & C.O.S. STD DTL 6-02. VALVE SHALL BE RESILIENT SEATED AWWA C509 SOLID WEDGE GATE VALVE - OPEN LEFT, VALVE TO BE CONNECTED TO TEE/CROSS FLANGE (WHERE APPLICABLE)	26 EA
19	WATERLINE FITTING; RESTRAINTS PER C.O.S. STD. 6.5(14), AND MAG 302 & 303	26 EA
21	FIRE HYDRANT ASSEMBLY; C.O.S. DTL 6-09	7 EA
22	CURB STOP W/FLUSHING PIPE; MAG 390, TYPE B	21 EA
23	REMOVE CURB STOP W/FLUSHING PIPE & CONNECT TO EXISTING WATERLINE. CONTRACTOR TO VERIFY LOCATION & INVERT AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE CONSTRUCTION	2 EA
24	WATER & SEWER SEPARATION/PROTECTION; MAG SPEC. 610.5 AND MAG STD DTL 404	23 EA
1	4' DIA SEWER MH PER MAG 420 WITHOUT STEPS. FRAME AND COVER PER MAG 423 & C.O.S. DTL 7-01	24 EA
2	5' DIA SEWER MH PER MAG 420 WITHOUT STEPS. FRAME AND COVER PER MAG 423 & C.O.S. DTL 7-01	18 EA
3	4" PVC SEWER SERVICE; TYPE 'A' PER MAG STD DTL 440-1	118 EA
6	8 INCH PVC (SDR-35) SEWERLINE	4911 LF
16	REMOVE EXIST PLUG AND CONNECT TO EXIST SEWER, VERIFY INVERTS	1 EA
19	SEWER TAP INTO MANHOLE, SEE DETAIL ON SHEET 3	39 EA
57	OFFSET SEWER MANHOLE PER MAG STD DTL 421, OFFSET TOWARD CENTER OF DRIVE	20 EA

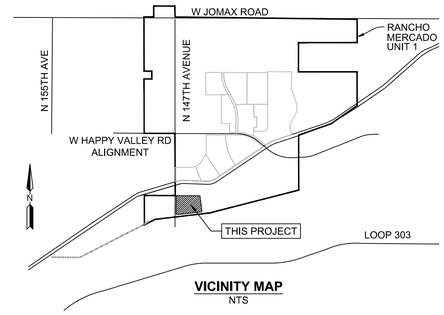
ANNUAL ESTIMATED WATER DEMAND

120 LOTS X 290 GPD = 0.037 MGD
OPEN SPACE DEMAND = 0.008 MGD
TOTAL DEMAND = 0.043 MGD
0.043 MGD / 290 GPD PER UNIT = 148 EDU

NOTE: ADDITIONAL DETAIL IS PROVIDED IN THE FINAL WATER REPORT FOR RANCHO MERCADO UNIT 1, PHASE 2. THE OPEN SPACE DEMAND IS PROVIDED IN THE FINAL WATER REPORT.



KEY MAP AND INDEX
N.T.S.



VICINITY MAP
NTS

LEGEND

- 8" S — SEWER LINE
- SEWER MANHOLE
- SEWER FLOW DIRECTION
- 8" S — EXIST. SEWER LINE
- EXIST. SEWER MANHOLE
- WATER PLUG
- 8" W — WATER LINE
- WATER VALVE
- FIRE HYDRANT
- 8" W — EXIST. WATER LINE
- STREET LIGHT
- 5 — LOT NUMBER
- GRADE BREAK
- GRADE CHANGE
- DRYWELL
- SIDEWALK
- (1) — CONSTRUCTION NOTES WATER
- [1] — CONSTRUCTION NOTES SEWER

ABBREVIATIONS

AB	AS BUILT
B/C	BACK OF CURB
BCHH	BRASS CAP HAND HOLE
BSL	BUILDING SETBACK LINE
BRW	BOTTOM OF RETAINING WALL
BTM	BOTTOM
CL	CENTERLINE
CR	CURB RETURN
DE	DRAINAGE EASEMENT
E	ELECTRIC
EA	EACH
EL	ELEVATION
EP	EDGE OF PAVEMENT
EX	EXISTING
ESMT	EASMENT
F/C	FACE OF CURB
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FLG	FLANGE
FSL	FRONT SETBACK LINE
G	GUTTER ELEVATION
GB	GRADE BREAK
GC	GRADE CHANGE
HC	HOUSE CONNECTION
HW	HIGH WATER
INV	INVERT
LF	LINEAR FEET
LT	LEFT OF CENTERLINE
FD	FOUND
ME	MULTI-PURPOSE EASEMENT
MH	MANHOLE
NPI	NO PAY ITEM
NG	NATURAL GROUND
P	PAVING ELEVATION
PC	POINT OF CURVATURE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVE
PRVT	PRIVATE
PT	POINT OF TANGENT
PUB	PUBLIC
PUE	PUBLIC UTILITY EASEMENT
PVMT	PAVEMENT
RSL	REAR SETBACK LINE
RT	RIGHT OF CENTERLINE
R/W	RIGHT OF WAY
S	SLOPE
S	SEWER
S/W	SIDEWALK
SD	STORM DRAIN
SF	SQUARE FEET
SRP	SALT RIVER PROJECT
SSL	SIDE SETBACK LINE
STA	STATION
SY	SQUARE YARDS
T	TELEPHONE
TC	TOP OF CURB
TL	TRUE LENGTH
TW	TOP OF WALL
TRW	TOP OF RETAINING W
UBE	USE BENEFIT EASEM
W	WATER
WS	WATER SERVICE
VG	VALLEY GUTTER

LINE TYPES

- CL
- PROPERTY LINE
- PUE
- R/W
- VNAE
- WARP
- 1405 — CONTOUR LINE
- 1404 — HIGH WATER CONTOUR
- FLOW LINE

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 34558 — KRISTIAN P. McRAE — 6/30/22 — Date Signed — ARIZONA, U.S.A.
Expires: 03/31/24

OWNER
BROOKFIELD HOLDINGS (MERCADO), LLC
250 VESEY STREET, 15TH FLOOR
NEW YORK, NEW YORK 10281
PHONE NO.: 212-301-2393
CONTACT: ANDREW BARUSA, SR. VICE PRESIDENT

DEVELOPER
WILLIAM LYON HOMES
8840 E. CHAPARRAL RD. STE 200
SCOTTSDALE, ARIZONA 85250
PHONE (480) 893-1000
FAX (480) 850-3829
CONTACT: MARK BITTEKER

ENGINEER
ATWELL
4700 E. SOUTHERN AVE.
MESA, ARIZONA 85208
PHONE (480) 218-8831
FAX (480) 830-4888
CONTACT: MICHAEL PARK, P.E.

UTILITY CONFLICT COORDINATION LIST

DESCRIPTION	REPRESENTATIVE	PHONE	DATE
APS	MONIQUE HOLLIDAY	(602) 250-1000	6/6/19
CENTURY LINK	DEBBIE RAMSEY	(602) 630-0492	6/6/19
SOUTHWEST GAS	ZACH STEVENSON	(602) 484-5270	6/6/19
COX COMMUNICATIONS	TMC (TRAFFIC MANAGEMENT CENTER)	(623) 322-7215	6/6/19

*CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORSEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

SHEET INDEX

DESCRIPTION	ATWELL SHEET NO.	SHEET NO.
COVER SHEET	CS01	1
GENERAL NOTES	CS02	2
DETAIL SHEET	DT01	3
INDEX SHEET	ID01	4
WATER, SEWER PLAN AND PROFILES	SW01 - SW11	5 - 15

BENCHMARK

NATIONAL GEODETIC SURVEY PID DV0080, DESIGNATION Q 366 FOUND U.S. COAST AND GEODETIC SURVEY BRASS CAP STAMPED "1967 Q 366"
NAVD 88 ELEVATION = 1392.53
(CITY OF SURPRISE BENCHMARK #53 ELEVATION = 1392.52)

BASIS OF BEARING

THE WEST-EAST, MID-SECTION LINE OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN WHICH DEARS S89°46'48"E A DISTANCE OF 5255.54' THIS POSITION WAS DERIVED FROM THE ESTABLISHED NGS POINTS DV0080 & AJ386. PROJECT THEN SCALED TO GROUND AT A COMBINED SCALE FACTOR OF 1.00013766895 AND VERIFIED AGAINST GDACS BOOK 834, PG 1. HORIZONTAL ERROR = (0.04') ANGLE ERROR = (00°00'01")

SURVEY NOTE

PROJECT DESIGN BASED UPON AERIAL SURVEY BY KENNEY AERIAL MAPPING, INC. ATWELL NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY. CONTRACTOR TO VERIFY TOPOGRAPHIC INFORMATION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

SITE AREA

TOTAL SITE AREA: 18.20 ACRES

UNDERGROUND UTILITY NOTE

THE UTILITIES HEREON ARE BASED UPON THE FIELD SURVEY. CONTRACTOR TO CONTACT BLUE STAKE 48 HOURS PRIOR TO ANY ONSITE CONSTRUCTION AND VERIFY EXACT LOCATIONS OF ALL UTILITIES. IF DISCREPANCIES EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT THE "AS-BUILT" MEASUREMENTS AS SHOWN OR NOTED HEREON WERE MADE BY MYSELF OR UNDER MY SUPERVISION AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE _____ DATE 5/9/22
EPS GROUP INC.
1125 W. PINNACLE PEAK RD. STE 85027
PHOENIX, ARIZONA 85027
(480) 503-2250
REGISTRATION NO. 34558

APPROVALS

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 ORDINANCE.

CITY OF SURPRISE ENGINEER _____ 05/20/2021 DATE

MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT

MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT _____ 02/21/2020 DATE
DWR-20-00042 / WWR-20-00032

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

COVER SHEET

WATER AND SEWER PLAN FOR
RANCHO MERCADO PARCEL A2
BULLARD AVE & HAPPY VALLEY RD
CITY OF SURPRISE, ARIZONA.

PROJECT: RANCHO MERCADO PARCEL A2

Know what's below. Call before you dig.

REVISIONS:

REGISTERED PROFESSIONAL ENGINEER — CERTIFICATE NO. 64583 — MICHAEL J. PARK — Date Signed 2/19/2020 — ARIZONA, U.S.A.

PM. M. PARK
DR. S. STAMAN
JOB NO. 09001944
FILE NO. 09001944-01-CS01
CS01
SHEET NO. 1 OF 15

FS19-755

AS BUILT

k:\09001944\dwg\plan sets\s2\water and sewer\09001944-01-cs01.dwg Savedate:2/20/2020 12:27 PM Plotdate:2/20/2020 12:28 PM

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 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 pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at North Copper Canyon Parcel 2.1 generally located at the northeast corner of North 183rd Avenue and West La Senda Drive; Resolution # 2024-163.

Motion:
I move to approve Resolution #2024-163.

Background:
The Public Works Department conducted the final inspection of the public improvements for North Copper Canyon Parcel 2.1 on or about March 13, 2024, totaling 14,327 SY (approximately 4,605 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 Water jurisdiction.

Objective Analysis:
The improvements to this property provide access and conveyance to 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.

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 $1,716,590.77.

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 2024-163 Infra Accept_CAO NCCPar2.1
2. 02_Notice of Completion Letter NCC Parcel 2.1
3. 03_Inspector Sign-Off Form NCC Parcel 2.1
4. 04_Linear Foot Backup_NCC Parcel 2.1

RESOLUTION # 2024-163

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AT NORTH COPPER CANYON PARCEL 2.1, GENERALLY LOCATED AT THE NORTHEAST CORNER OF NORTH 183RD AVENUE AND WEST LA SENADA DRIVE.

WHEREAS, the Mayor and City Council ("Council") of the City of Surprise approved a final plat entitled "Final Plat for North Copper Canyon Parcel 2.1" on August 17, 2021;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, Courtland Homes, Inc., the developer of North Copper Canyon Parcel 2.1 (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 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 North 183rd Avenue and West La Senada Drive;

WHEREAS, on or about March 13, 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:

Kristi Passarelli, City Clerk

Approved as to form only:

Robert Wingo, City Attorney

EXHIBIT A

Map of Infrastructure

EXHIBIT A

North Copper Canyon Parcel 2.1

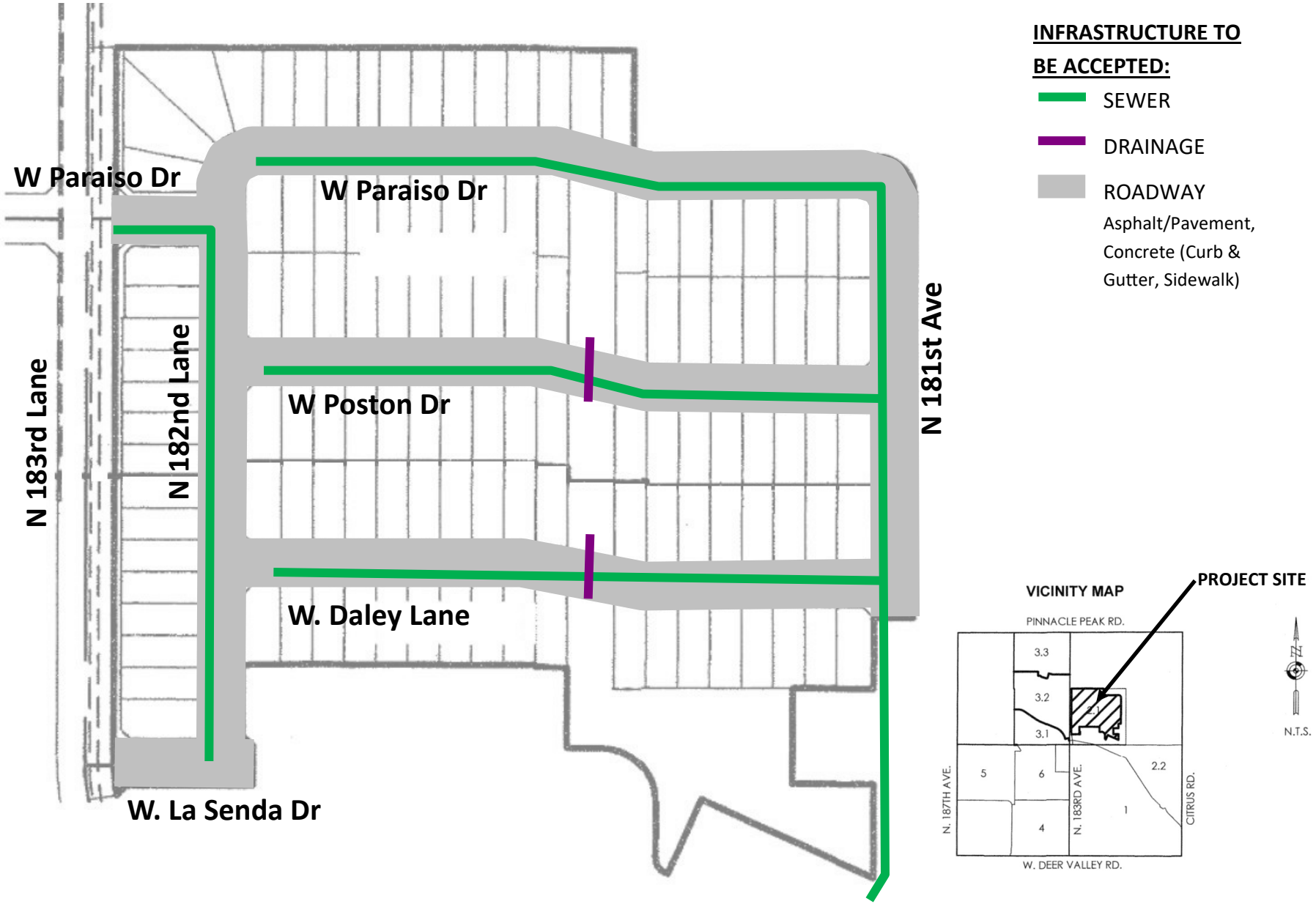


EXHIBIT B

List and Cost of Improvements

EXHIBIT B

SURPRISE
ARIZONA

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: 9/19/2024

Re: FS21-124 North Copper Canyon Parcel 2.1

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	$ 465,252.60
City Concrete	$ 614,781.63
City Sewer	$ 614,872.51
City Drainage	$ 21,684.03
Total	**$ 1,716,590.77**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

April 17, 2024

Century Communities
7702 E. Doubletree Ranch Rd., Suite 140
Scottsdale, AZ 85258

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR NORTH COPPER CANYON PARCEL 2.1– FS21-124

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

Nuning Lemka, P.E.
City Engineer

cc: Ravi Sharma, PW Engineering Manager
Eric Boyles, Transportation Director
Amanda Correia, Finance Senior Accountant
Warren Bert, GIS Manager
Robert Fields, PW Field Engineering Supervisor
Erick Martin, Finance
Michael Boule, Water Resource Management Director

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 11-3-2023 ___ Commercial ___ Commercial w/Offsite XX Residential

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

02-16-2023 Date of Punch-List Walk 4-12-2023 Date Punch-List Completed

---

Case Number: FS21- 124

Project Name: North Copper Canyon Parcel 2.1

Project Developer/Builder: (Name/Email, Address)
Century Communities/ Paul Haggerty/Paul.Haggerty@CenturyCommunities.com
7702 E. DoubleTree Ranch Rd., Ste 140, Scottsdale, AZ, 85258

Permit No:	E21P-0728	**Permit Type:**	City Concrete
Permit No:	E21P-0729	**Permit Type:**	Dry Well
Permit No:	E21P-0731	**Permit Type:**	City Paving
Permit No:	E21P-0732	**Permit Type:**	Signage/Stripe
Permit No:	E21P-0876	**Permit Type:**	City Sewer
Permit No:	E21P-0733	**Permit Type:**	Private Water
Permit No:	E21P-0527	**Permit Type:**	Grading
Permit No:	E21P-0528	**Permit Type:**	SWPPP
Permit No:	E21P-0730	**Permit Type:**	Storm Drain
Permit No:		**Permit Type:**	

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

Other _____ (Specify)

APPROVAL:

Civil Inspector: Philipp Bales **Date:** 11-3-2023

Civil Engineering Supervisor: Rob Fields **Date:** 3/13/24

FS Case	Project Name	Private/Pub	Classifica	Roadway	Limits (Begin)	Limits (End)	Paving Paved Road	New Lanes (tota (total i	New B La	Median W	Length	Length (mil	Length (Nearest mile)	Lane M	Width (paven (ft	Pavement Area (f	Pavement Area (SY)
21-124	North Copper Canyon Parcel 2.1	Public	Local	W. La Senda Drive	N. 183rd Lane	N. 182nd Lane	N	2	0	0	200.0	0.04	0.25	0.08	28	5,600	622
21-124	North Copper Canyon Parcel 2.1	Public	Local	W. Daley Lane	N. 18nd Lane	N. 181st Avenue	N	2	0	0	930.0	0.18	0.25	0.35	28	26,040	2,893
21-124	North Copper Canyon Parcel 2.1	Public	Local	W. Poston Drive	N. 18nd Lane	N. 181st Avenue	N	2	0	0	930.0	0.18	0.25	0.35	28	26,040	2,893
21-124	North Copper Canyon Parcel 2.1	Public	Local	W. Paraiso Drive	N. 183rd Lane	N. 182nd Lane	N	2	0	0	150.0	0.03	0.25	0.06	28	4,200	467
21-124	North Copper Canyon Parcel 2.1	Public	Local	W. Paraiso Drive	N. 18nd Lane	N. 181st Avenue	N	2	0	0	930.0	0.18	0.25	0.35	28	26,040	2,893
21-124	North Copper Canyon Parcel 2.1	Public	Local	N. 182nd Lane	W. La Senda Drive	W. Paraiso Drive	N	2	0	0	865.0	0.16	0.25	0.33	28	24,220	2,691
21-124	North Copper Canyon Parcel 2.1	Public	Local	N. 181st Avenue	W. Daley Lane	W. Paraiso Drive	N	2	0	0	600.0	0.11	0.25	0.23	28	16,800	1,867
										Total	4605.0					Total	14,327

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 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 pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Mesquite Mountain Ranch Off Site Water Phase 2, generally located at North 227th Avenue between West Deer Valley Road and West Beardsley Road; Resolution # 2024-167.

Motion:
I move to approve Resolution #2024-167.

Background:
The Public Works Department conducted the final inspection of the public improvements for Mesquite Mountain Ranch Off Site Water Phase 2 on or about June 5, 2024, totaling approximately 3,866 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes water lines.

Objective Analysis:
The improvements to this property provide 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 water 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 $289,468.00.

Budget Impact:
Funding for the infrastructure maintenance now and in the future will be supported by the city's Water Operations Fund. 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 2024-167 Infra Accept CAO_MMROffWtrPh2
2. 02_Notice of Completion Letter_MMR OffWtrPh2
3. 03_Inspector Sign-Off Form_MMR OffWtrPh2
4. 04_Linear Foot Backup_MMR OffWtrPh2

RESOLUTION # 2024-167

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AT MESQUITE MOUNTAIN RANCH OFFSITE WATER PHASE 2, GENERALLY LOCATED AT NORTH 227TH AVENUE BETWEEN WEST DEER VALLEY ROAD AND WEST BEARDSLEY ROAD.

WHEREAS, the Mayor and City Council ("Council") of the City of Surprise accepted a Public Roadway and Utility Easement on or about May 21, 2007, recorded at Maricopa County Recorder ("M.C.R.") Number 2008-0056109; a Public Roadway and Utility Easement on or about May 21, 2007, recorded at M.C.R. Number 2008-0056110; a Public Roadway and Utility Easement on or about August 22, 2007, recorded at M.C.R. Number 2008-0056113; and a Water Line Easement on or about May 12, 2021, recorded at M.C.R. Number 2021-0905662;

WHEREAS, as a condition of the Public Roadway and Utility Easements, the Water Line Easement, and in compliance with the City Code, The New Home Company, the developer of Mesquite Mountain Ranch Off Site Water Phase 2 (the "Developer"), installed certain public improvements, namely water lines. The water lines are 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 North 227th Avenue between West Deer Valley Road and West Beardsley Road;

WHEREAS, on or about June 5, 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:

_____
Kristi Passarelli, City Clerk

Approved as to form only:

_____
Robert Wingo, City Attorney

EXHIBIT A

Map of Infrastructure

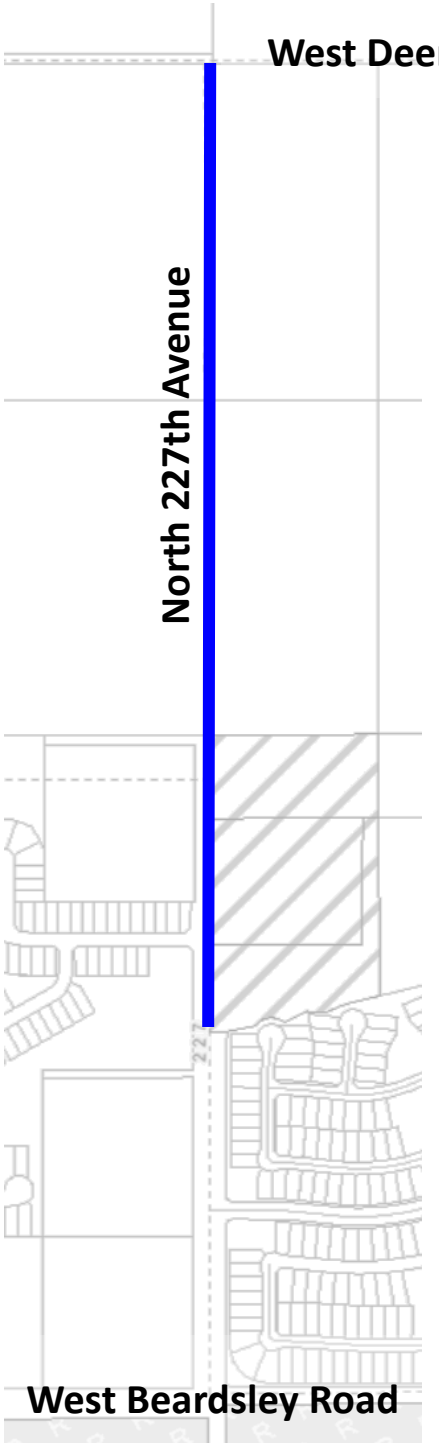
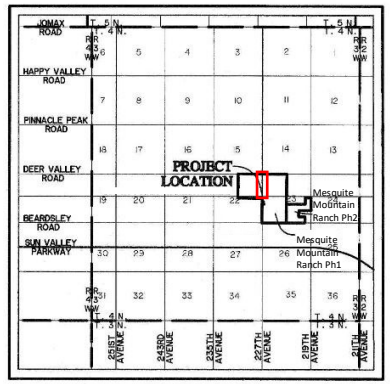


EXHIBIT A

Mesquite Mountain Ranch
Offsite Water Phase 2

INFRASTRUCTURE TO BE ACCEPTED:

WATER



VICINITY MAP N.T.S.

SECTIONS 22 & 23
T.4N., R.3W.

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: 9/20/2024

Re: FS20-537 Mesquite Mountain Ranch Offsite Water Line Phase 2

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 Water **$ 289,468.00**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

August 23, 2024

New Home Co.
8501 N. Scottsdale Rd. #280
Scottsdale, AZ 85253

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR MESQUITE MOUNTAIN RANCH OFFSITE WATER LINE PHASE 2 – FS20-537

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

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 3-13-2024 4-25-24 ___ Commercial ___ Commercial w/Offsite XX Residential

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

1-28-2024 Date of Punch-List Walk 2-29-2024 Date Punch-List Completed

---

Case Number: FS20-537

Project Name: Mesquite Mountain Ranch Off Site Water Phase 2

Project Developer/Builder: (Name/Email, Address)
New Home Co./Corey Hosea/<chosea@NewHomeCo.com>/8501 N Scottsdale Rd, Ste 280, Scottsdale, Az, 85253

Permit No:	E22P-0410	**Permit Type:**	MMR off site water phase 1 City Water
Permit No:	E22P-0411	**Permit Type:**	MMR off site water phase 1 SWPPP
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

Other ___ (Specify)

APPROVAL:

Civil Inspector: Philipp Bales **Date:** 3-13-2024 4-25-24

Civil Engineering Supervisor: Digitally signed by Rob Fields DN: cn=Rob Fields, o, ou, email=Robert.Fields@surpriseaz.gov, c=US Date: 2024.06.05 14:32:13 -07'00' **Date:** ___

ESTIMATED WATER FACILITIES QUANTITIES

ITEM	QUANTITIES	UNIT
8" PC-350 D.I. WATER LINE	3,866 AB	LF
8" WATER VALVE PER M.A.G. STD. DTL. 391-1	3 AB	EA
8" AIR RELEASE VALVE PER C.O.S. STD. DTL. 6-21	3 AB	EA
CONNECT TO EXISTING	1 AB	EA
VERTICAL REALIGNMENT	5 AB	EA
TAPPING SLEEVE & VALVE	1 AB	EA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 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 pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Mesquite Mountain Ranch Off Site Water Phase 1, generally located at North 227th Avenue between West Deer Valley Road and West Beardsley Road; Resolution # 2024-166.

Motion:
I move to approve Resolution #2024-166.

Background:
The Public Works Department conducted the final inspection of the public improvements for Mesquite Mountain Ranch Off Site Water Phase 1 on or about March 13, 2024, totaling approximately 3,923 LF and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes water lines.

Objective Analysis:
The improvements to this property provide 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 water 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 $804,539.00.

Budget Impact:
Funding for the infrastructure maintenance now and in the future will be supported from the city's Water Operations Fund. 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 2024-166 - Infra Accept_CAO MMROffWtrPh1
2. 02_Notice of Completion Letter_MMR OffWtrPh1
3. 03_Inspector Sign-Off Form_MMR OffWtrPh1
4. 04_Linear Foot Backup_MMR OffWtrPh1

RESOLUTION # 2024-166

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AT MESQUITE MOUNTAIN RANCH OFFSITE WATER PHASE 1, GENERALLY LOCATED AT NORTH 227TH AVENUE BETWEEN WEST DEER VALLEY ROAD AND WEST BEARDSLEY ROAD.

WHEREAS, the Mayor and City Council ("Council") of the City of Surprise accepted a Public Roadway and Utility Easement on May 21, 2007, recorded at Maricopa County Recorder ("M.C.R.") Number 2008-0056109; a Public Roadway and Utility Easement on May 21, 2007, recorded at M.C.R. Number 2008-0056110; a Public Roadway and Utility Easement on August 22, 2007, recorded at M.C.R. Number 2008-0056113; and a Water Line Easement on or about May 12, 2021, recorded at M.C.R. Number 2021-0905662;

WHEREAS, as a condition of the Public Roadway and Utility Easements, the Water Line Easement, and in compliance with the City Code, The New Home Company, the developer of Mesquite Mountain Ranch Off Site Water Phase 1 (the "Developer"), installed certain public improvements, namely water lines. The water lines are 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 North 227th Avenue between West Deer Valley Road and West Beardsley Road;

WHEREAS, on or about March 13, 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:

Kristi Passarelli, City Clerk

Approved as to form only:

Robert Wingo, City Attorney

EXHIBIT A

Map of Infrastructure

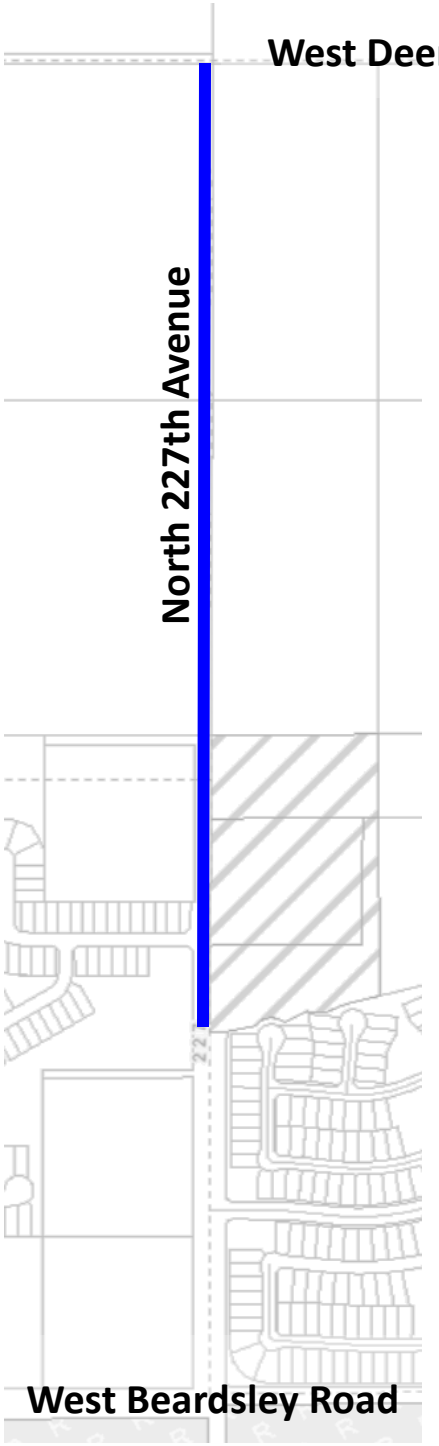
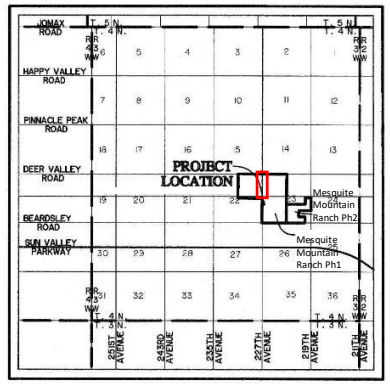


EXHIBIT A

Mesquite Mountain Ranch
Offsite Water Phase 1

INFRASTRUCTURE TO BE ACCEPTED:

WATER



VICINITY MAP N.T.S.

SECTIONS 22 & 23
T.4N., R.3W.

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: 9/20/2024

Re: FS20-539 Mesquite Mountain Ranch Offsite Water Line Phase 1

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 Water **$ 804,539.00**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

April 17, 2024

New Home Co.
8501 N. Scottsdale Rd., Suite 280
Scottsdale, AZ 85253

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR CIVIL ONLY MESQUITE MOUNTAIN RANCH OFFSITE WATER LINE PHASE 1– FS20-539

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
Warren Bert, GIS Manager
Robert Fields, PW Field Engineering Supervisor
Erick Martin, Finance
Michael Boule, Water Resource Management Director

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 3-11-24 ___ Commercial ___ Commercial w/Offsite XX Residential

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

1-28-2024 Date of Punch-List Walk 2-29-2024 Date Punch-List Completed

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Case Number: FS20-539

Project Name: Mesquite Mountain Ranch Off Site Water Phase 1

Project Developer/Builder: (Name/Email, Address)
New Home Co./Corey Hosea/<chosea@NewHomeCo.com>/8501 N Scottsdale Rd, Ste 280, Scottsdale, Az, 85253

Permit No:	E22P-0412	**Permit Type:**	MMR off site water phase 1 City Water
Permit No:	E22P-0413	**Permit Type:**	MMR off site water phase 1 SWPPP
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	
Permit No:		**Permit Type:**	

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

Other _____ (Specify)

APPROVAL:

Civil Inspector: Philipp Bales _____ **Date:** 3-11-24

Civil Engineering Supervisor: Rob Fields _____ **Date:** 3/13/24

ESTIMATED WATER FACILITIES QUANTITIES

ITEM	QUANTITIES	UNIT	
8" C900 WATER LINE	60	LF	AB
10" C900 WATER LINE	20	LF	AB
16" PC-350 D.I. WATER LINE	3,843	LF	AB
8" WATER VALVE PER M.A.G. STD. DTL. 391-1	[illegible]	EA	AB
10" WATER VALVE PER M.A.G. STD. DTL. 391-1	1	EA	AB
16" WATER VALVE PER M.A.G. STD. DTL. 391-1	10	EA	AB
6" FIRE HYDRANT ASSEMBLY PER C.O.S. STD. DTL. 6-09	4	EA	AB
16" AIR RELEASE VALVE PER C.O.S. STD. DTL. 6-21	3	EA	AB
CONNECT TO EXISTING	1	EA	AB
8" CURB STOP PER M.A.G. STD. DTL. 390 TYPE "A"	3	EA	AB
10" CURB STOP PER M.A.G. STD. DTL. 390 TYPE "A"	1	EA	AB
VERTICAL REALIGNMENT	3	EA	AB

Total 3,923 LF

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 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 pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Allora Surprise, generally located at the southeast corner of North Citrus Road and West Bell Road; Resolution # 2024-169.

Motion:
I move to approve Resolution #2024-169.

Background:
The Public Works Department conducted the final inspection of the public improvements for Allora Surprise on or about April 17, 2024, totaling 396 SY (approximately 356 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, curb, gutter, and sidewalk. The sewer and water lines for this site are private.

Objective Analysis:
The improvements to this property provide roadways for conveyance through 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 street 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 $200,020.00.

Budget Impact:
Funding for the infrastructure maintenance now and in the future will be supported by the city's Transportation Operations Fund. 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 2024-169 - Infra Accept_CAO_Allora
2. 02_Notice of Completion Allora
3. 03_Inspector Project Sign Off Form Allora
4. 04_ Linear Foot Verification Allora

RESOLUTION # 2024-169

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AT ALLORA SURPRISE, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF NORTH CITRUS ROAD AND WEST BELL ROAD.

WHEREAS, the City of Surprise approved a minor land division entitled "Minor Land Division of Parcel 6B-1 & Parcel 6B-2" on March 15, 2007;

WHEREAS, the Mayor and City Council ("Council") of the City of Surprise approved a final plat entitled "Final Plat of Surprise Farms Villas" on May 5, 2020;

WHEREAS, the City of Surprise approved a lot line adjustment entitled "Lot Line Adjustment Allora Surprise" on July 20, 2022;

WHEREAS, as a condition of the minor land division, preliminary plat, approval of the final plat, the lot line adjustment, and in compliance with the City Code, Surprise Village Company L.L.C., the developer of Allora Surprise (the "Developer"), installed certain public improvements, including roadway improvements which consist of concrete sidewalks, curbs and gutters, as well as asphalt/paving. The roadway improvements are 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 southeast corner of North Citrus Road and West Bell Road;

WHEREAS, on or about April 17, 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:

_____
Kristi Passarelli, City Clerk

Approved as to form only:

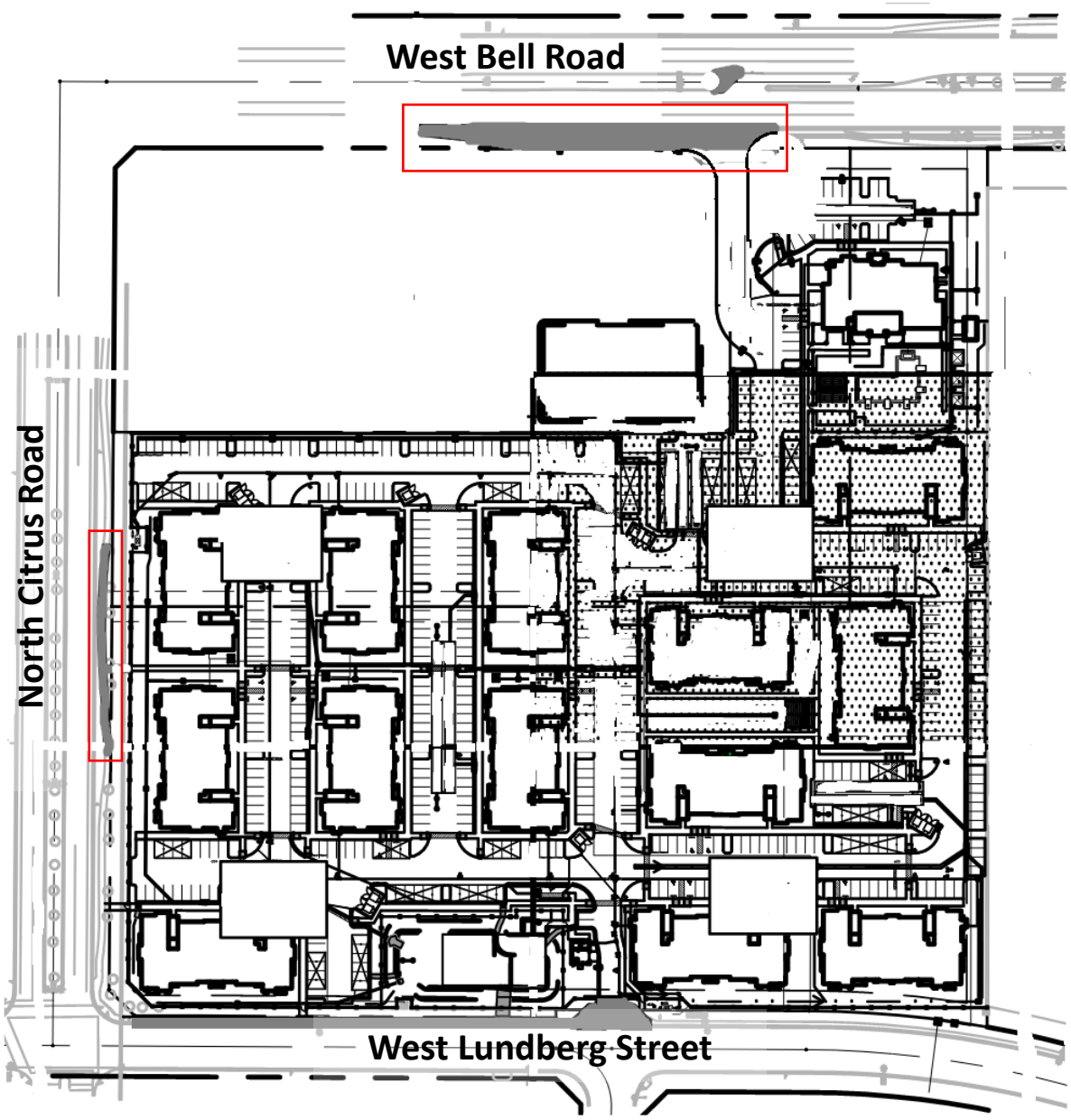
_____
Robert Wingo, City Attorney

EXHIBIT A

Map of Infrastructure

EXHIBIT A

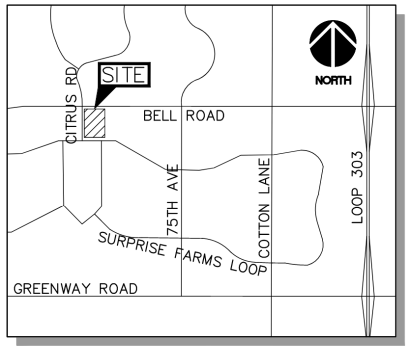
Allora Surprise



INFRASTRUCTURE TO BE ACCEPTED:

ROADWAY

Asphalt/Pavement, Concrete (Curb & Gutter, Sidewalk)



VICINITY MAP
SURPRISE, AZ
N.T.S.

EXHIBIT B

List and Cost of Improvements

EXHIBIT B

SURPRISE
ARIZONA

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: 09/23/2024

Re: FS22-0971 Allora Surprise

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	$142,340.00
City Concrete	$ 57,680.00
Total	**$200,020.00**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

July 11, 2024

Chasse Building
230 S. Siesta Lane
Tempe, AZ 85281

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR CIVIL ONLY – ALLORA SURPRISE– FS22-0971

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, GIS Manager
Robert Fields, PW Field Engineering Supervisor
Erick Martin, Finance
Michael Boule, Water Resource Management Director

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 4-15-24 X Commercial ___ Commercial w/Offsite ___ Residential

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

3-1-24 Date of Punch-List Walk 3-1-24 Date Punch-List Completed

Case Number: FS22-0971

Project Name: Allora Surprise

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

Chasse Building

230 S Siesta Ln Tempe az 85281

Permit No:	E22P-2062	**Permit Type:**	City Concrete
Permit No:	E22P-2064	**Permit Type:**	Dry Well
Permit No:	E22P-2065	**Permit Type:**	Storm Drain
Permit No:	E22P-2069	**Permit Type:**	Paving
Permit No:	E22P-2070	**Permit Type:**	Sewer
Permit No:	E22P-2066	**Permit Type:**	Fireline
Permit No:	E22P-2063	**Permit Type:**	Private Concrete
Permit No:	E22P-2071	**Permit Type:**	Traffic
Permit No:	E22P-2072	**Permit Type:**	Private Water
Permit No:		**Permit Type:**	

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

Other _____ (Specify)

APPROVAL:

Civil Inspector: James Marichalar **Date:** 4-15-24

Civil Engineering Supervisor: Digitally signed by Rob Fields DN: cn=Rob Fields, o, ou, email=Robert.Fields@surpriseaz.gov, c=US Date: 2024.04.17 16:14:30 -07'00' **Date:** _____

FS Case	Project Name	Private/Public	Classification	Roadway	Median Width (ft)	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement	Pavement Area (ft	Pavement Area (SY)
22-0971	Allora Surprise	Public	Arterial	W. Bell Road	0	356.0	0.07	0.25	0.07	10	3,560	396
					Total	**356.0**					**Total**	**396**

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 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 pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Trugold, generally located at the northeast corner of North 175th Avenue and West Sweetwater Avenue; Resolution # 2024-148.

Motion:
I move to approve Resolution #2024-148.

Background:
The Public Works Department conducted the final inspection of the public improvements to Rancho Trugold on or about February 9th, 2023, totaling 31,636 SY (approximately 9,975 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 EPCOR 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 EPCOR 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 $4,099,025.18.

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 2024-148 - Infra Accept_CAO Rancho Trugold
2. 02_Notice of Completion Letter Rancho Trugold
3. 03_Inspector Project Sign-Off Form Rancho Trugold
4. 04_Linear Foot Backup Rancho Trugold

RESOLUTION # 2024-148

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AT RANCHO TRUGOLD, GENERALLY LOCATED AT THE NORTHEAST CORNER OF NORTH 175TH AVENUE AND WEST SWEETWATER AVENUE.

WHEREAS, the Mayor and City Council ("Council") of the City of Surprise approved a final plat entitled "Final Plat Rancho Trugold" on April 19, 2019;

WHEREAS, the Mayor and Council of the City of Surprise approved a final re-plat entitled "Re-Plat of Lot 2 of Rancho Trugold" on September 21, 2021;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, approval of the re-plat, and in compliance with the City Code, Mattamy Arizona, LLC, the developer of Rancho Trugold (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 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 North 175th Avenue and West Sweetwater Avenue;

WHEREAS, on or about February 9, 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 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:

Kristi Passarelli, City Clerk

Approved as to form only:

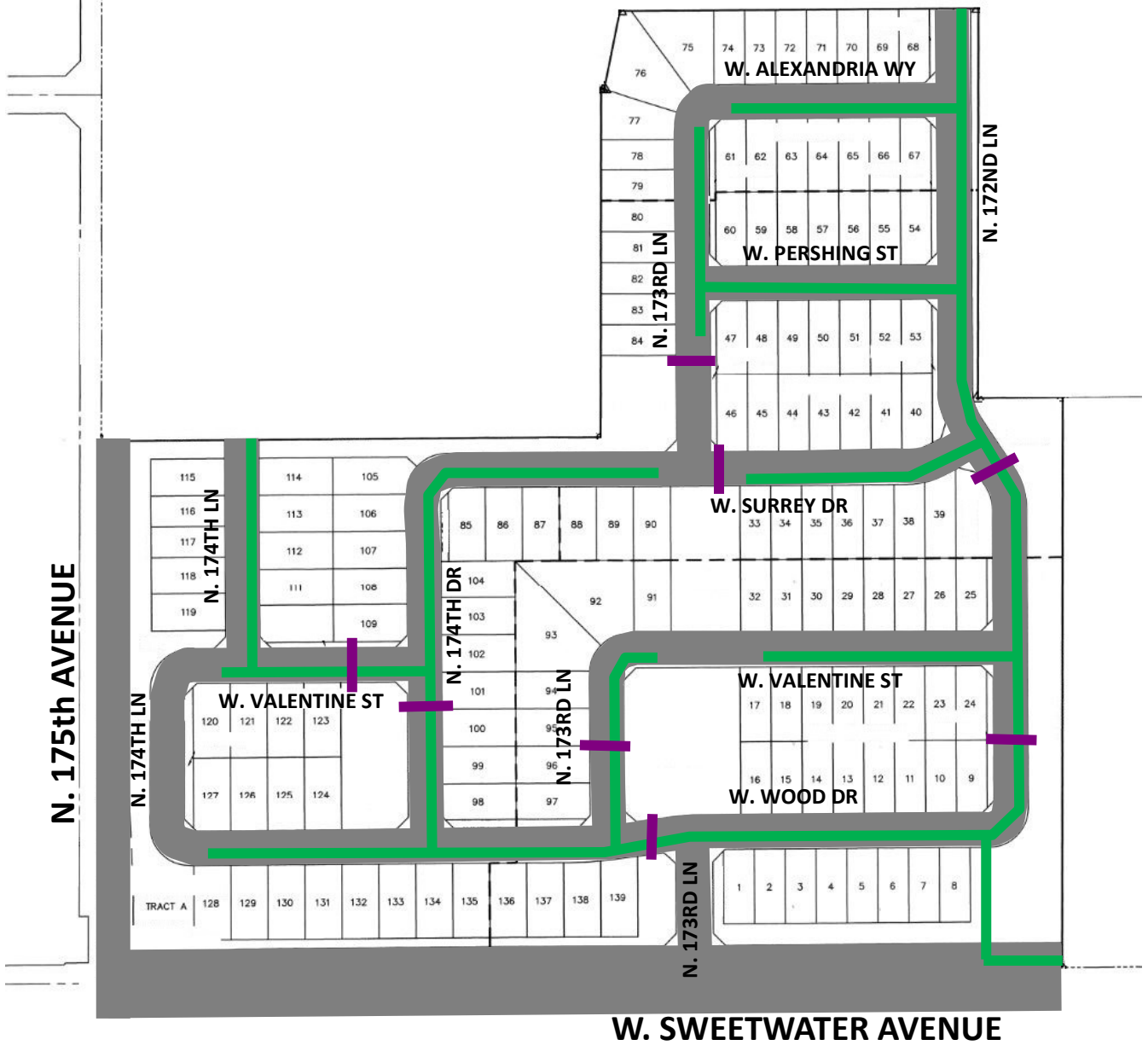
Robert Wingo, City Attorney

EXHIBIT A

Map of Infrastructure

EXHIBIT A

Rancho Trugold



INFRASTRUCTURE TO BE ACCEPTED:

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

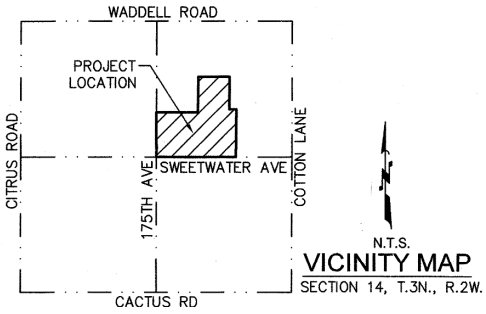


EXHIBIT B

List and Cost of Improvements

EXHIBIT B

SURPRISE
ARIZONA

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: 09/04/2024

Re: FS20-060 Rancho Trugold

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	$ 1,460,349.46
City Concrete	$ 2,049,925.33
City Sewer	$ 555,050.15
City Drainage	$ 33,700.24
Total	**$ 4,099,025.18**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

April 5, 2023

Mattamy Homes
9200 E. Pima Center Pkwy., Suite 180
Scottsdale, AZ 85258

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO TRUGOLD – FS20-060

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: Rob Fields, PW Field Engineering Supervisor
Amanda Correia, Finance
Michael Boule, Water Resource Management
John McFarland, PW Streets Manager
Warren Bert, GIS

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 2/6/2023 ___ Commercial ___ Commercial w/Offsite x Residential

x COMPLETION ACCEPTANCE (End of Construction) ___ FINAL ACCEPTANCE (End of Warranty)

8-19-22 Date of Punch-List Walk 11-9-22 Date Punch-List Completed

FS Number: FS20-060 **Permit Number(s):** E21P-0408,0418,0419,0420,0422,0423

Project Name: Rancho Trugold

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

Mattamy Homes

9200 E PIMA CENTER PKWY 180, SCOTTSDALE AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Alexandria way	Local	172nd ln	173rd dr	2	.5	
173rd dr	Local	Alexandria Way	Surrey Dr	2	.5	
Surrey Dr	Local	174th dr	172nd Ln	2	.75	
174th dr	Local	Surrey Dr	Wood Dr	2	.5	
Wood Dr	Local	174th Ln	172nd Ln	2	.75	

MATERIALS:

Asphalt: Vulcan Supplier 8.25 Total Lane Miles 23,202 Total Square Yards

Water:	8" Pvc C900	Size/Type	7566	Total LF		Size/Type		Total LF
		Size/Type		Total LF		Size/Type		Total LF
Sewer:	8" SDR-35 PVC	Size/Type	6884	Total LF		Size/Type		Total LF
		Size/Type		Total LF		Size/Type		Total LF
Storm:	18" RGRCP IV	Size/Type	256	Total LF		Size/Type		Total LF
	24" RGRCP III	Size/Type	208	Total LF		Size/Type		Total LF
Fire Ln:		Size/Type		Total LF		Size/Type		Total LF

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

APPROVAL:

Civil Inspector: _____ **Date:** 2-6-23

Civil Engineering Supervisor: _____ **Date:** 2/9/23

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 2/6/2023 ___ Commercial ___ Commercial w/Offsite x Residential

x COMPLETION ACCEPTANCE (End of Construction) ___ FINAL ACCEPTANCE (End of Warranty)

8-19-22 Date of Punch-List Walk 11-9-22 Date Punch-List Completed

FS Number: FS20-060 **Permit Number(s):** _____

Project Name: Rancho Trugold

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

Mattamy Homes

9200 E PIMA CENTER PKWY 180, SCOTTSDALE AZ 8525

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
174th ln	Local	Wood Dr	Valentine St	2	.25	
Valentine st	Local	174th Ln	174th Dr	2	.5	
174th Ln	Local	Valentine St	Existing Rd way	2	.5	
Pershing St	Local	173rd dr	172nd Dr	2	.5	
Valentine st	Local	173rd ln	172nd Ln	2	.5	

MATERIALS:

Asphalt: Vulcan Supplier 8.25 Total Lane Miles 23,202 Total Square Yards

Water: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

Sewer: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

Storm: _____ 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:

___ Copy of Punch List
___ Final Certification Letter from Engineer of Record
___ Complete Geotechnical Testing Packet
___ Sewer Pressure Testing Results
___ Sewer Manhole Vacuum Testing Certification
___ Sewer Manhole Insecticide Certification
___ Sewer Videos with Operators Notes (inc. re-videos)
___ Other _____ (Specify)

___ AOC
___ Asphalt Concrete Ticket w/ Name of Contractor
___ Streetlight Energize Letter
___ As built Documents (PDF copy on CD)
___ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: _____ **Date:** _____

Civil Engineering Supervisor: _____ **Date:** _____

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 2/6/2023 ____ Commercial ____ Commercial w/Offsite x Residential

x COMPLETION ACCEPTANCE (End of Construction) ____ FINAL ACCEPTANCE (End of Warranty)

8-19-22 Date of Punch-List Walk 11-9-22 Date Punch-List Completed

FS Number: FS20-060 **Permit Number(s):** _____

Project Name: Rancho Trugold

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

Mattamy Homes

9200 E PIMA CENTER PKWY 180, SCOTTSDALE AZ 8525

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
173rd ln	Local	Valentine st	Dreyfus St	2	.5	
172nd ln	Local	Wood Dr	172nd ln	2	.5	
Sweetwater ave	Collector	175th ave	Existing Road way	4	1	
175th ave	Collector	Sweetwater ave	Existing Road way	2	1	

MATERIALS:

Asphalt: Vulcan Supplier 8.25 Total Lane Miles 23,202 Total Square Yards

Water: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

Sewer: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF

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

Storm: _____ 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:

____ Copy of Punch List

____ Final Certification Letter from Engineer of Record

____ Complete Geotechnical Testing Packet

____ Sewer Pressure Testing Results

____ Sewer Manhole Vacuum Testing Certification

____ Sewer Manhole Insecticide Certification

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

____ AOC

____ Asphalt Concrete Ticket w/ Name of Contractor

____ Streetlight Energize Letter

____ As built Documents (PDF copy on CD)

____ Updated asbuilt CAD base files (copy on CD)

____ Other _____ (Specify)

APPROVAL:

Civil Inspector: _____ **Date:** 2-6-23

Civil Engineering Supervisor: _____ **Date:** _____

FS Case	Project Name	Private/Public	Classification	Roadway	Limits (Begin)	Limits (End)	Paving Paved Dirt Road?	New Lanes (total) (total inc	New Bike Lan	Median Width (ft)	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement)	Pavement Area (ft²)	Pavement Area (SY)
20-060	Rancho Trugold	Public	Local	N. 174th Lane	W. Wood Drive	W. Valentine Street	N	2	0	0	285.0	0.05	0.25	0.11	28	7,980	887
20-060	Rancho Trugold	Public	Local	N. 174th Lane	W. Valentine Street	365' north of W. Valentine Street	N	2	0	0	365.0	0.07	0.25	0.14	28	10,220	1,136
20-060	Rancho Trugold	Public	Local	N. 174th Drive	W. Wood Drive	W. Surrey Drive	N	2	0	0	605.0	0.11	0.25	0.23	28	16,940	1,882
20-060	Rancho Trugold	Public	Local	N. 173rd Lane	W. Wood Drive	W. Valentine Street	N	2	0	0	300.0	0.06	0.25	0.11	28	8,400	933
20-060	Rancho Trugold	Public	Local	N. 173rd Lane	W. Sweetwater Avenue	W. Wood Drive	N	2	0	0	205.0	0.04	0.25	0.08	28	5,740	638
20-060	Rancho Trugold	Public	Local	N. 173rd Lane	W. Surrey Drive	W. Alexandria Way	N	2	0	0	585.0	0.11	0.25	0.22	28	16,380	1,820
20-060	Rancho Trugold	Public	Local	N. 172nd Drive	W. Wood Drive	W. Alexandria Way	N	2	0	0	1225.0	0.23	0.25	0.46	28	34,300	3,811
20-060	Rancho Trugold	Public	Local	W. Wood Drive	N. 174th Lane	N. 172nd Drive	N	2	0	0	1340.0	0.25	0.25	0.51	28	37,520	4,169
20-060	Rancho Trugold	Public	Local	W. Valentine Street	N. 174th Lane	N. 174th Drive	N	2	0	0	390.0	0.07	0.25	0.15	28	10,920	1,213
20-060	Rancho Trugold	Public	Local	W. Valentine Street	N. 173rd Lane	N. 172nd Lane	N	2	0	0	645.0	0.12	0.25	0.24	28	18,060	2,007
20-060	Rancho Trugold	Public	Local	W. Surrey Drive	N. 174th Drive	N. 172nd Lane	N	2	0	0	860.0	0.16	0.25	0.33	28	24,080	2,676
20-060	Rancho Trugold	Public	Local	W. Pershing Street	N. 173rd Lane	N. 172nd Lane	N	2	0	0	410.0	0.08	0.25	0.16	28	11,480	1,276
20-060	Rancho Trugold	Public	Local	W. Alexandria Way	N. 173rd Lane	N. 172nd Lane	N	2	0	0	410.0	0.08	0.25	0.16	28	11,480	1,276
20-060	Rancho Trugold	Public	Collector	N. 175th Avenue	W. Sweetwater Avenue	W. Pershing Street	N	2	1	15	850.0	0.16	0.25	0.32	18.5	15,725	1,747
20-060	Rancho Trugold	Public	Collector	W. Sweetwater Avenue	N. 175th Avenue	1500' east of N. 175th Avenue	N	2	2	14	1500.0	0.28	0.25	0.57	37	55,500	6,167
										Total	9975.0					Total	31,636

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 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

Agenda Wording:
Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Bungalows at Bell and Sarival, generally located at the southeast corner of West Bell Road and North Sarival Avenue; Resolution # 2024-171.

Motion:
I move to approve Resolution #2024-171.

Background:
The Public Works Department conducted the final inspection of the public improvements to Bungalows at Bell and Sarival on or about April 4, 2024, to 3,762 SY (approximately 1,538 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, water, and wastewater lines.

Objective Analysis:
The improvements to this property provide access and conveyance to the property, 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, and water 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 $469,607.60.

Budget Impact:
Funding for the infrastructure maintenance now and in the future will be supported by the city's

Transportation Operations, Water Operations, and Wastewater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

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

ATTACHMENTS:

1. 01_Resolution 2024-171- Infra Accept_CAO Bunalows Bell Sarival_Submitted
2. 02_Notice of Completion Bungalows at Bell and Sarival
3. 03_Inspector Project Sign Off Bungalows at Bell and Sarival
4. 04_Linear Foot Verification Bungalows at Bell and Sarival

RESOLUTION # 2024-171

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AT BUNGALOWS AT BELL AND SARIVAL, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF WEST BELL ROAD AND NORTH SARIVAL AVENUE.

WHEREAS, the Mayor and City Council ("Council") of the City of Surprise approved a final plat entitled "Final Plat of Bungalows at Bell & Sarival" on June 1, 2021;

WHEREAS, as a condition of the preliminary plat, approval of the final plat, and in compliance with the City Code, Bungalows on Sarival LLC, the developer of Bungalows on Bell and Sarival (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 water lines. The roadway improvements, sewer lines, and water lines 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 southeast corner of West Bell Road and North Sarival Avenue;

WHEREAS, on or about April 4, 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:

Kristi Passarelli, City Clerk

Approved as to form only:

Robert Wingo, City Attorney

EXHIBIT A

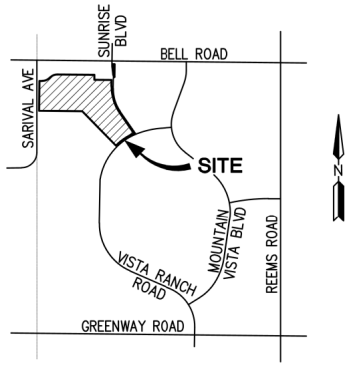
Map of Infrastructure

EXHIBIT A

Bungalows at Bell and Sarival

INFRASTRUCTURE TO BE ACCEPTED:

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



VICINITY MAP
NTS

EXHIBIT B

List and Cost of Improvements

EXHIBIT B

SURPRISE
ARIZONA

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: 09/24/2024

Re: FS20-776 Bungalows at Bell and Sarival

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	$198,470.00
City Concrete	$168,714.55
City Sewer	$ 52,048.05
City Water	$ 50,375.00
Total	**$469,607.60**

SURPRISE
ARIZONA

PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623·222·6000

April 30, 2024

Double AA Builders
6040 E. Thomas Road
Scottsdale, AZ 85251

RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR BELL AND SARIVAL BUNGALOWS– FS20-776

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
Warren Bert, GIS Manager
Robert Fields, PW Field Engineering Supervisor
Erick Martin, Finance
Michael Boule, Water Resource Management Director

SURPRISE
ARIZONA

PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 4-4-24 ____ Commercial x Commercial w/Offsite ____ Residential

x COMPLETION ACCEPTANCE (End of Construction) ____ FINAL ACCEPTANCE (End of Warranty)

1-3-24 Date of Punch-List Walk 1-15-24 Date Punch-List Completed

Case Number: FS20-776

Project Name: Bungalows at Bell and Sarival

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

Double A Builders

6040 E Thomas Rd Scottsdale AZ 85251

Permit No:	E21P-0434	**Permit Type:**	Grading
Permit No:	E21P-0436	**Permit Type:**	Dry Well
Permit No:	E21P-0437	**Permit Type:**	Storm Drain
Permit No:	E21P-0441	**Permit Type:**	City Sewer
Permit No:	E21P-0440	**Permit Type:**	Private Concrete
Permit No:	E21P-0443	**Permit Type:**	Sinage and Striping
Permit No:	E21P-0446	**Permit Type:**	Private Water
Permit No:	E21P-0444	**Permit Type:**	City Water
Permit No:	E21P-0439	**Permit Type:**	Private Paving
Permit No:	E21P-0438	**Permit Type:**	City Paving

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

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

Other _____ (Specify)

APPROVAL:

Civil Inspector: James Marichalar **Date:** 4-4-24

Civil Engineering Supervisor: Digitally signed by Rob Fields DN: cn=Rob Fields, o, ou, email=Robert.Fields@surpriseaz.gov, c=US Date: 2024.04.04 07:49:04 -07'00' **Date:** 4/4/24

FS Case	Project Name	Private/Public	Classification	Roadway	Median Width (ft)	Length (ft)	Length (mile)	Length (Nearest 1/4 mile)	Lane Miles	Width (pavement)	Pavement Area (ft)	Pavement Area (SY)	Inspector
20-776	Bungalows at Bell and Sarival	Public	Arterial	N. Sarival Avenue right turn lane	0	271.2	0.05	0.25	0.05	10.0	2,712	301	4/4/202
20-776	Bungalows at Bell and Sarival	Public	Arterial	N. Sarival Avenue left turn lane	0	239.9	0.05	0.25	0.05	10.0	2,399	267	4/4/202
20-776	Bungalows at Bell and Sarival	Public	Collector	N. Sunrise Boulevard	0	1026.6	0.19	0.25	0.19	28.0	28,745	3,194	4/4/202
					Total	**1537.7**					**Total**	**3,762**	

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 6

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

Agenda Wording:
Consideration and action pertaining to the immediate formation of a lighting improvement district known as SU-RUMMELNDSTCOVE220 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2024-175.

Motion:
I move to approve Resolution #2024-175.

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

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

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

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

Policy Compliant:
The Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution 2024-175- SLID equal apportionment RUMMEL_Submitted_BAC
2. 02 Petition
3. 03 Streetlight Plan-signed
4. 04 Exhibit SLIDS-RUMMEL

RESOLUTION # 2024-175

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA, DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-RUMMELNDSTCOVE220 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

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

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

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

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

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

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-RUMMELNDSTCOVE220 LIGHTING IMPROVEMENT DISTRICT."

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

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

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "CITY OF SURPRISE, ARIZONA, SU-RUMMELNDSTCOVE220 LIGHTING IMPROVEMENT DISTRICT" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this _____day of _____, 2024.

Skip Hall, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Robert Wingo, City Attorney

EXHIBIT A

EXHIBIT "A"
SLID LEGAL DESCRIPTION FOR
A.P.N. 501-44-932

Lot 6 and a portion of the 33.00 foot right-of-way of Desert Cove Road dedicated on the RE-PLAT OF DESERT COVE COMMERCIAL PARK, according to the plat of record in the office of the county recorder of Maricopa County, Arizona, recorded in Book 957 of Maps, Page 40, being more particularly described as follows;

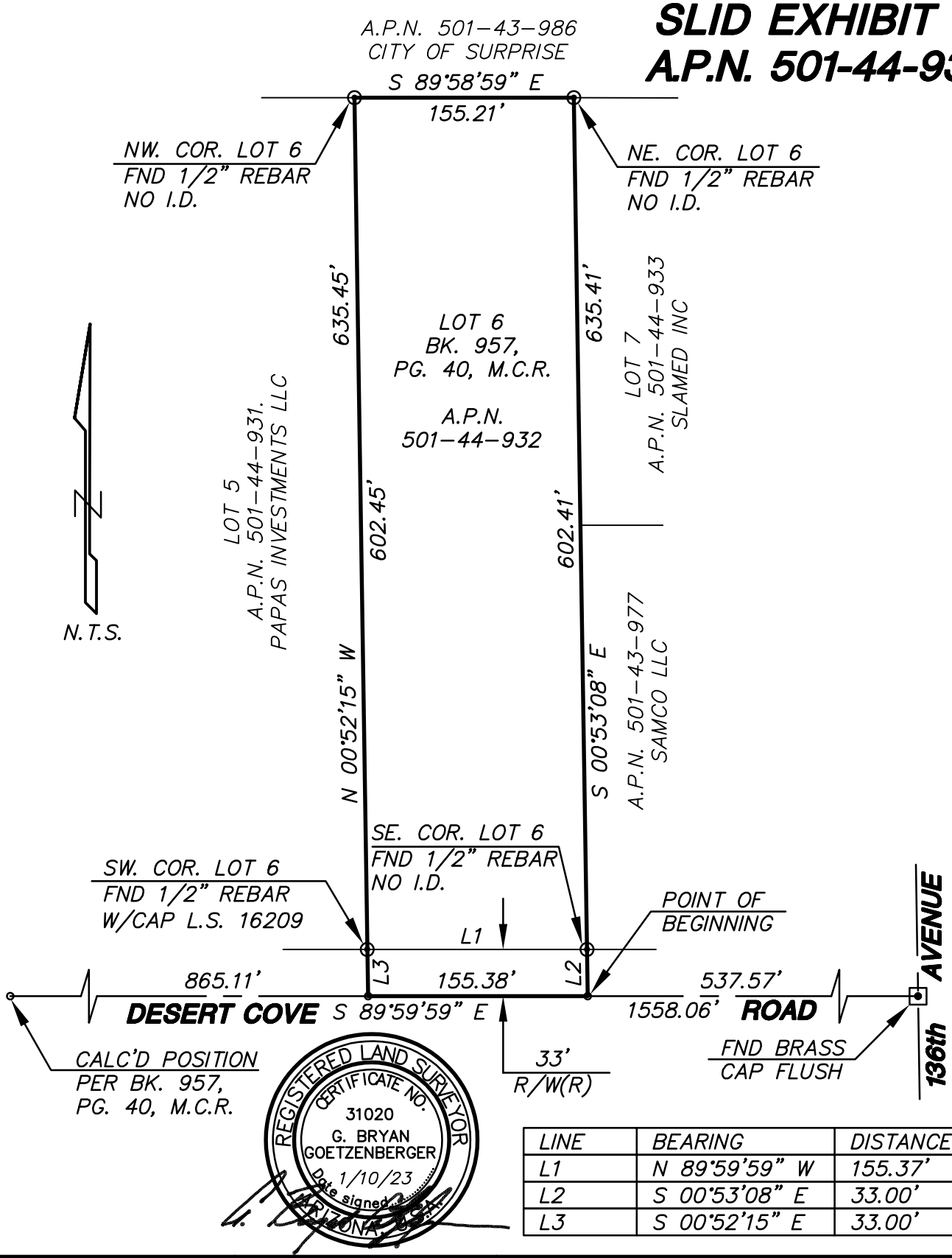
BEGINNING at the intersection of the Southerly prolongation of the East line of said Lot 6 and the centerline of said Desert Cove Road;
Thence along the centerline of said Desert Cove Road, North 89 degrees 59 minutes 59 seconds West 155.38 feet (measured) to a point on the Southerly prolongation of the West line of said Lot 6;
Thence along said prolongation line and the West line of said Lot 6, North 00 degrees 52 minutes 15 seconds West 635.45 feet (measured) to a found half inch rebar accepted as the Northwest corner of said Lot 6;
Thence along the North line of said Lot 6, South 89 degrees 58 minutes 59 seconds East 155.21 feet (measured) to a found half inch rebar accepted as the Northeast corner of said Lot 6;
Thence along the East line of said Lot 6 and the Southerly prolongation of said East line, South 00 degrees 53 minutes 08 seconds East 635.41 feet (measured) to the POINT OF BEGINNING.

Comprising 2.265 acres or 98,668 square feet, subject to all easements of record.

JOB NO.: 221060 SECTION: 22 TOWNSHIP: 3 NORTH RANGE: 1 WEST DATE: JANUARY 10, 2023 SHEET 1 OF 3	**REFERENCE DOCUMENTS** SURVEYS (R) M.C.R. 1. PLAT BK. 957 PG. 40	ALLIANCE LAND SURVEYING, LLC 7900 N. 70th AVENUE SUITE 104 GLENDALE, AZ 85303 TEL (623) 972-2200 FAX (623) 972-1616 www.alliancelandsurveying.com contactus@azals.com

EXHIBIT B

SLID EXHIBIT "A"
A.P.N. 501-44-932



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
31020
G. BRYAN
GOETZENBERGER
1/10/23
Date signed
ARIZONA

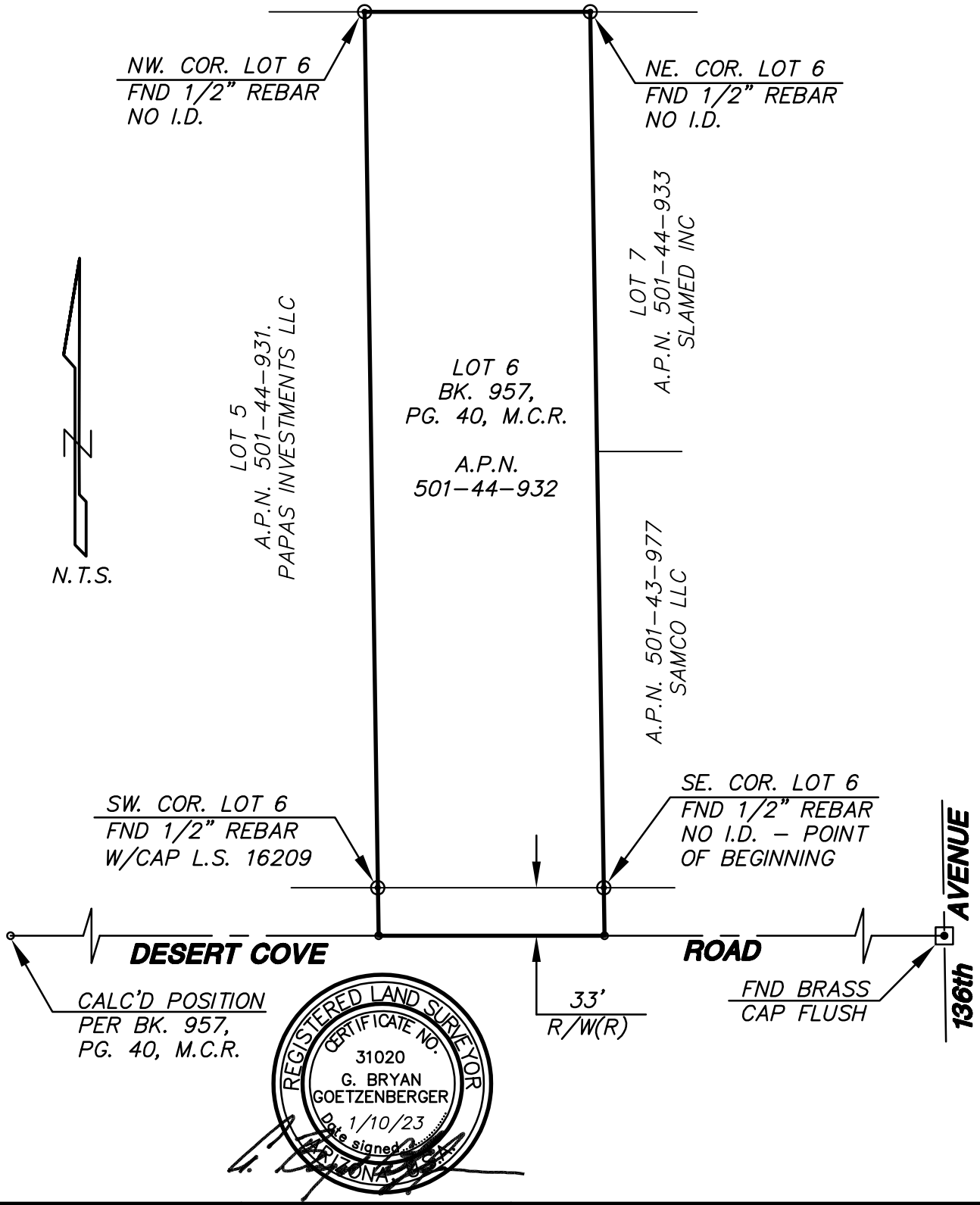
LINE	BEARING	DISTANCE
L1	N 89°59'59" W	155.37'
L2	S 00°53'08" E	33.00'
L3	S 00°52'15" E	33.00'

JOB NO.: 221060
SECTION: 22
TOWNSHIP: 3 NORTH
RANGE: 1 WEST
DATE: JANUARY 10, 2023
SHEET 2 OF 3

REFERENCE DOCUMENTS
SURVEYS (R) M.C.R.
1. PLAT BK. 957 PG. 40

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

SLID EXHIBIT "B"
A.P.N. 501-44-932



JOB NO.: 221060
SECTION: 22
TOWNSHIP: 3 NORTH
RANGE: 1 WEST
DATE: JANUARY 10, 2023
SHEET 3 OF 3

REFERENCE DOCUMENTS
SURVEYS (R) M.C.R.
1. PLAT BK. 957 PG. 40

ALLIANCE LAND SURVEYING, LLC
7900 N. 70th AVENUE
SUITE 104
GLENDALE, AZ 85303
TEL (623) 972-2200
FAX (623) 972-1616
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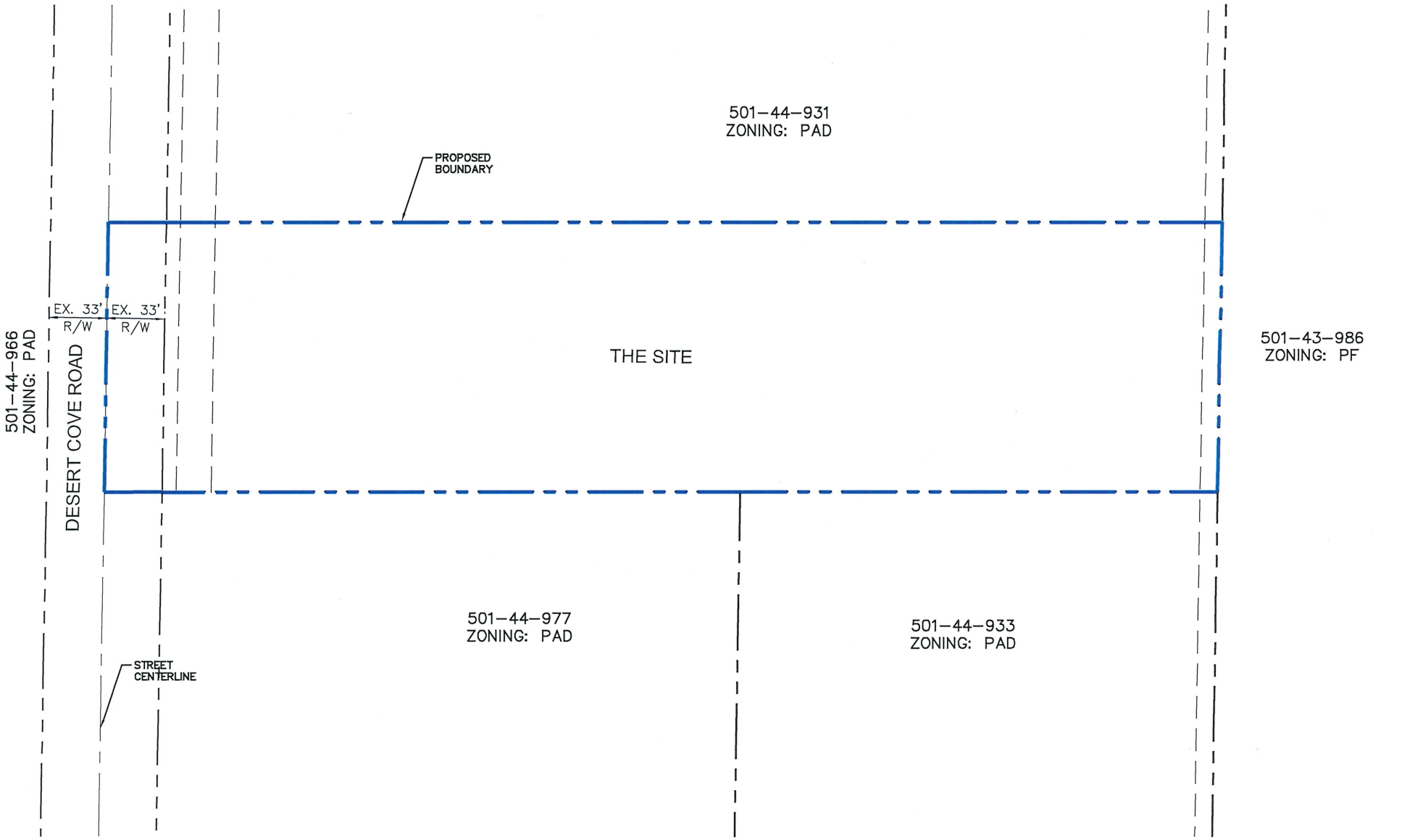


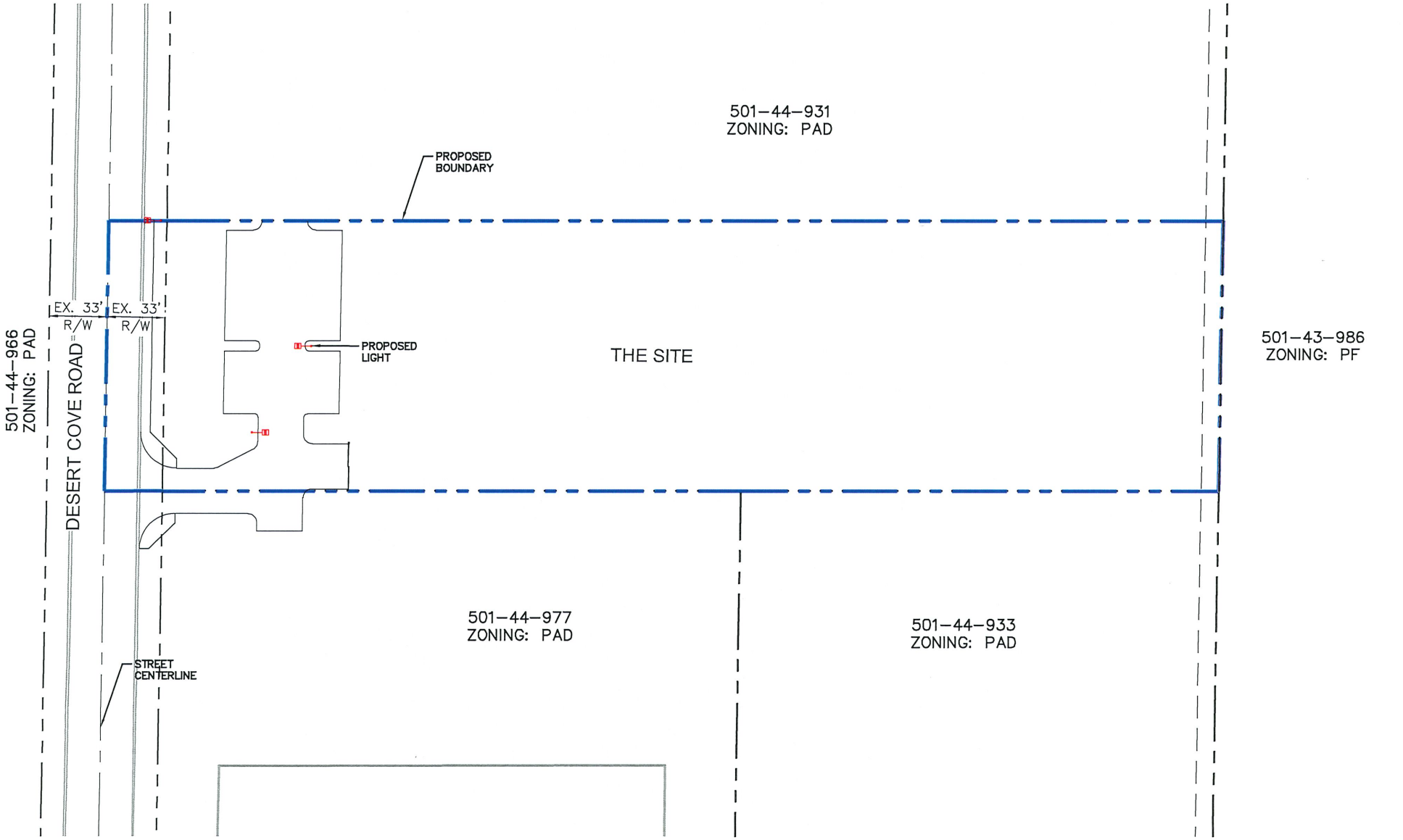
Kimley»Horn

DESERT COVE LOT 6 - RUMMEL CONSTRUCTION YARD

SLID - EXHIBIT B

December 15, 2022

0 25 50 100 NORTH



Kimley»Horn

DESERT COVE LOT 6 - RUMMEL CONSTRUCTION YARD

SLID - EXHIBIT B

December 15, 2022

0 25 50 100

NORTH

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

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

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

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

The name of the proposed street light improvements district shall be:
SU-RUMMELNDSTCOVE220

(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
RUMMEL CONSTRUCTION INC Carlos Gonzales, Executive	West Desert Cove	501-44-932	Carlos Gonzales
Vice President			

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:

kWh = Fixture Wattage x 344 Usage Hours

Generation = kWh per month x $
0.07575

T&D, RCS, System Benefits = kWh per month x $
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).

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

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

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.

DESERT COVE YARD

DESERT COVE RD & 136TH AVE

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:

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 REPLACEDIN 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.

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.

Nunzio Lembo — 05/01/2023

CITY OF SURPRISE ENGINEER **DATE**

NOTE

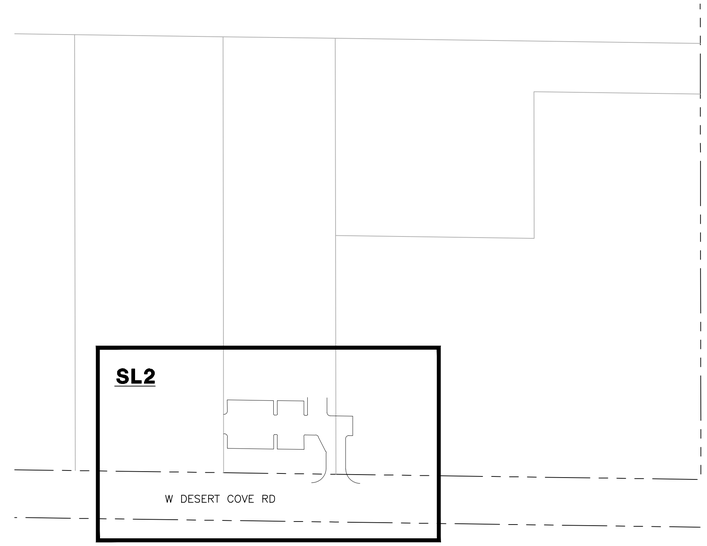
A. ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.

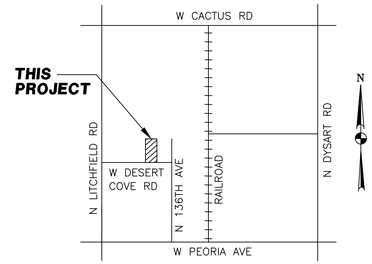
B. THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY 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.

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	7/6/2022
CENTURY LINK	7/6/2022
COX COMMUNICATIONS	7/6/2022
SOUTHWEST GAS	7/6/2022
EPCOR	7/6/2022
EPCOR	7/6/2022





VICINITY MAP
N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN & DETAILS	SL2

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
KIMLEY-HORN AND ASSOCIATES, INC
7740 N 16TH ST SUITE 300
PHOENIX, AZ 85020
PHONE: (602) 906-1373
CONTACT: ANDREW JUPP, PE
EMAIL: ANDREW.JUPP@KIMLEY-HORN.COM

OWNER
RUMMEL CONSTRUCTION, INC
7520 E ADOBE DR
SCOTTSDALE, AZ 85255
PHONE: (602) 695-1975
CONTACT: PETE WOODS
PWOODS@RUMMELCONSTRUCTION.COM

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

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:\2022\22331-Desert Cove Yard SL\22331-SL.dwg

WRIGHT ENGINEERING PROJECT NO:
22331
DESIGN BY: SLL
DRAWN BY: SLL
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: SURPRISE, ARIZONA
DESERT COVE YARD
DESERT COVE RD & 136TH AVE

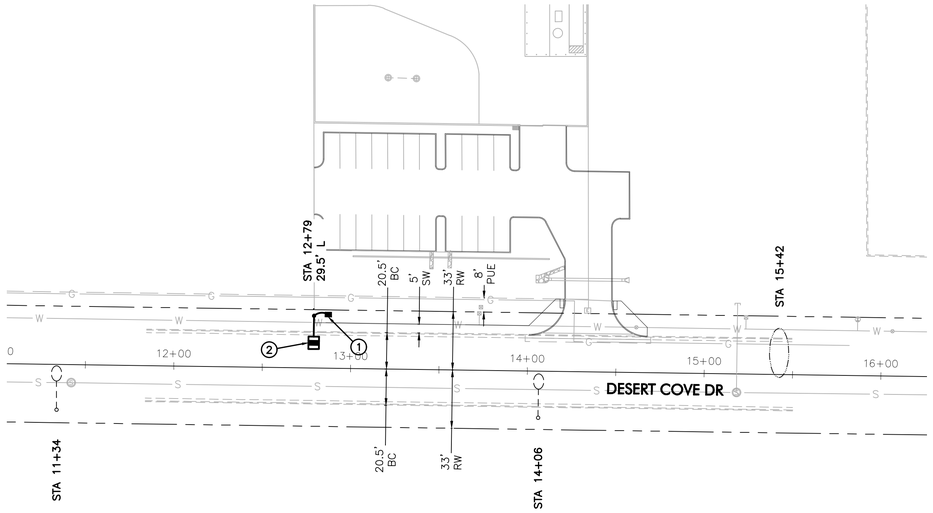
TITLE: STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JUL 2022	1ST SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
46691
ADAM M. BOWERS
Date Planed
Expires 9-30-22

DRAWING NO:
SL1
OF 2

FS22-1040

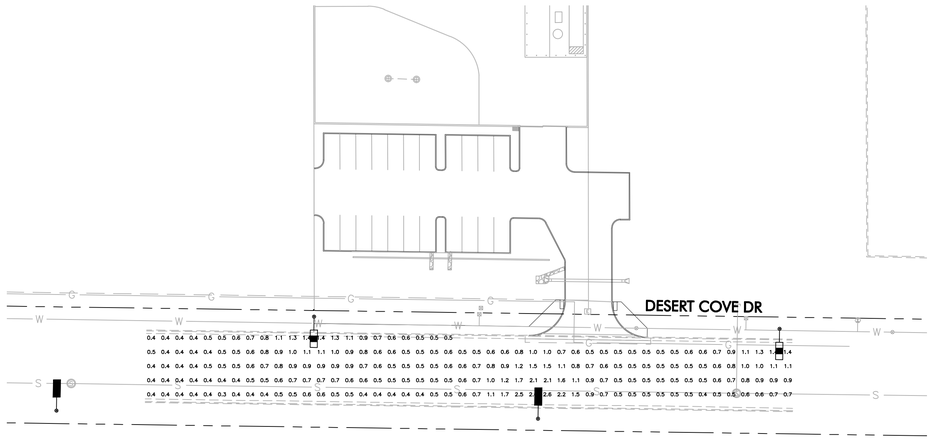


LEGEND

- 7,800 LUMEN LED STREET LIGHT, SQUARE POLE
- EXISTING STREET LIGHT
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT

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. 71W LED (7,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38'-6" DIRECT BURIED POLE, 3' X 8' MAST ARM PER APS DETAIL 8040 (SEE SHEET SL2). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

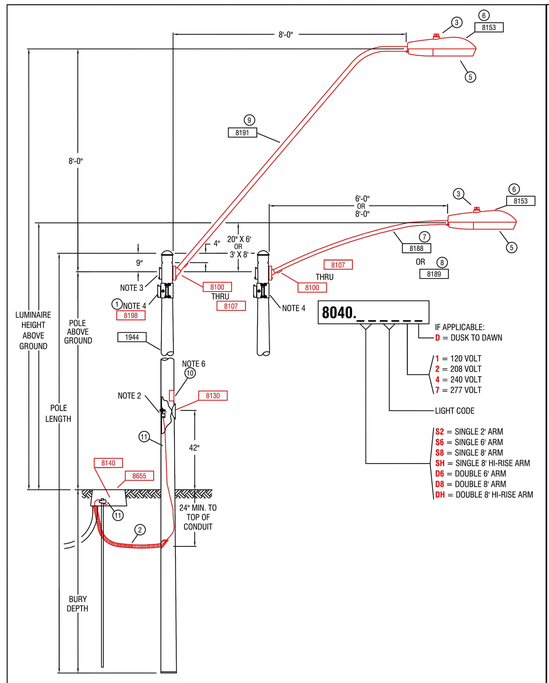


Desert Cove Dr
206 points at z=0, sp 8ft by 8ft
HORIZONTAL FOOTCANDLES

Average	0.7
Maximum	2.6
Minimum	0.3
Avg:Min	2.42
Max:Min	8.67
Coef Var	0.56
UnifGrad	1.67

Existing Light
candela file 'GE177285.IES'
1 lamp(s) per luminaire, 16000 initial lumens per lamp
Light Loss Factor = 0.800, watts per luminaire = 183
mounting height= 34.25 ft
number locations= 3, number luminaires= 3
kw all locations= 0.5

7800 Lumen LED Type 3 Distribution
8' Mast Arm
candela file 'ERL1_08C330_____.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.900, watts per luminaire = 71
mounting height= 34.25 ft
number locations= 3, number luminaires= 3
kw all locations= 0.2



CONSTRUCTION NOTES:

1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH THE J-BOX. WHERE A GROUND ROD CAN NOT BE DRIVEN ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. THE 40'-6" SELF-SUPPORTING STEEL POLE AND ONE OF THE 38'-6", HAVE TWO, MANUFACTURER INSTALLED SIMPLEX FITTINGS 180° APART FOR DOUBLE ARMS, SEE CHART.
4. APN 33701054 IS A POLE BAND ADAPTOR WITH A SIMPLEX FITTING. ADAPTOR IS REQUIRED FOR THE SECOND ARM IN DOUBLE ARM APPLICATIONS ON EXISTING POLES IN THE FIELD WITHOUT TWO SIMPLEX FITTINGS. SEE 8198 FOR AVAILABLE SIZES.
5. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
6. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE." IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
7. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRES.
8. THE LIGHT CODE PROVIDES TWO SAME WATTAGE LUMINAIRES WHEN DOUBLE ARMS ARE SPECIFIED.
9. SEE SPEC 9130-8140 FOR IN-LINE FUSE FOR UNDERGROUND FEEDS.
10. SEE 8100 THRU 8107 FOR OVERHEAD ATTACHMENTS.

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

MATERIAL LIST

CODE	8040.S6	8040.S8	8040.SH	8040.D6	8040.D8	8040.DH	DESCRIPTION	APN
ITEM	QTY	QTY	QTY	QTY	QTY	QTY		
1	-	-	-	1	1	1	ADAPTER BAND W/ SIMPLEX 3"	33701054
2	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32900891
3	1	1	1	2	2	2	CONTROL PHOTO MULTI BLACK	00063965
4	VAR	VAR	VAR	VAR	VAR	VAR	CONTROL PHOTO MULTI BR-20	00073241
5	1	1	1	2	2	2	LAMP - SEE 8164 - 8171	
6	1	1	1	2	2	2	LUMINAIRE - SEE CHART	
7	1	-	2	-	-		MAST ARM ST LT 2" X 20" X 6'	33701112
8	-	1	-	-	2	-	MAST ARM ST LT 2" X 3" X 8'	33701124
9	-	-	-	-	-	2	MAST ARM ST LT 2" X 8" X 8'	33701123
10	1	1	1	1	1	1	SIGN POLE OWNED BY APS	00050092
11	10	10	10	10	10	10	WIRE BARE #6 SOLID CU	33007580

LUMINAIRE TABLE

GRAY ROADWAY SCALEABLE LED 3000K

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
CL50	GRAY	00141040	32	120/208/240/277	3,900	ERLC004B430AGRAYGLRV1013
CL51		00141041	43	120/208/240/277	4,800	ERLC005A430AGRAYGLRV1013
CL52		00141043	71	120/208/240/277	7,800	ERL1008C330AGRAYGLRX162
CL53		00141045	96	120/208/240/277	11,000	ERLH011C330AGRAYGLV1108
CL54		00141046	174	120/208/240/277	20,100	ERL2021C330AGRAYGLR113

APS ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS ROADWAY LUMINAIRE ON 20" X 6', 3' X 8', OR 8' X 8' MAST ARM ON 19'-0", 30'-0", 38'-0" OR 40'-6" STEEL POLES	SH 1 OF 2
BY	LDR.	MGR.	DATE	REV.		8040
KLS	B. BOOKER	D. LAMONTAGNE	11/2011	10		

ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS ROADWAY LUMINAIRE ON 20' X 6'; 3' X 8' OR 8' X 8' MAST ARMS ON 19'-0", 38'-0" OR 40'-6" STEEL POLES	SH 2 OF 2
BY	LDR.	MGR.	DATE	REV.		8040
KLS	B. McMINN	S. SIERRA	01/2007	9		

APPROVED
CITY OF SURPRISE
ENGINEER
NDL

GRAPHIC SCALE
40 20 0 20 40 80
1 INCH = 40 FEET

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:\2022\22331-Desert Cove Yard SL\22331-SL.dwg

WRIGHT ENGINEERING PROJECT NO:
22331
DESIGN BY: SLL
DRAWN BY: SLL
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:

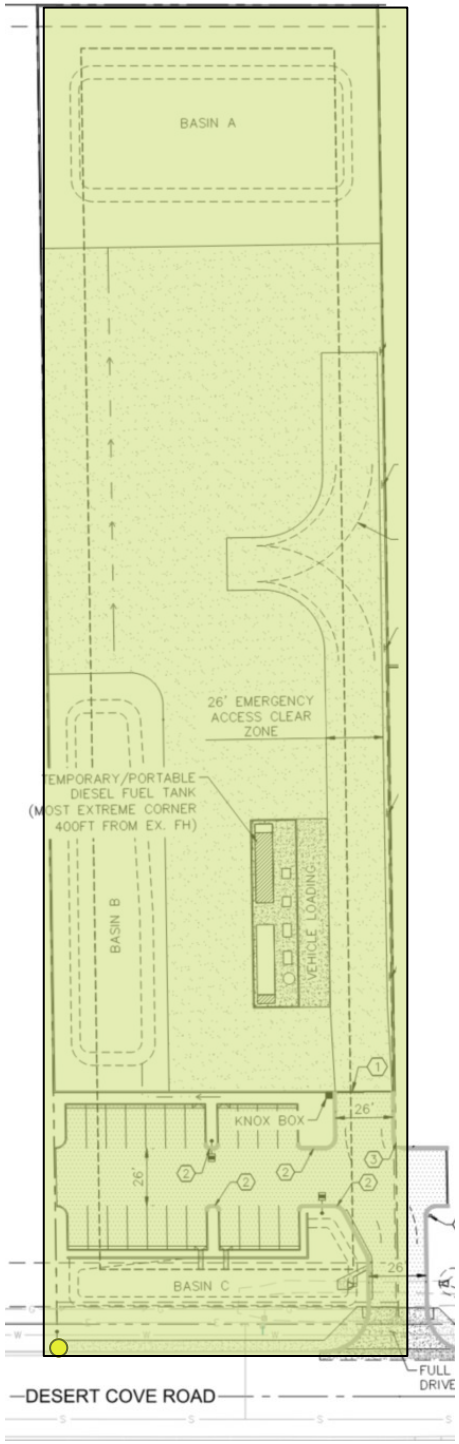
SURPRISE, ARIZONA
DESERT COVE YARD
DESERT COVE RD & 136TH AVE
STREET LIGHT PLAN & DETAILS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	JUL 2022	1ST SUBMITTAL

Registered Professional Engineer (Retired)
Certificate No.
46691
ADAM M. BOWERS
Date Planed
Expires 9-30-22

DRAWING NO:
SL2
OF 2

FS22-1040



Street Light Legend:

- Street Light Pole
- 1 Proposed pole
- SLID Boundary

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: Fire - Medical
Staff Recommendations:

Contact Person: Brenden Espie, FIRE CHIEF
District: Internal

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

Agenda Wording:
Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise, the City of Glendale, the City of Peoria, the City of Avondale, and the Maricopa County Community College District for joint public safety training and intergovernmental cooperation in public safety areas; Resolution #2024-133

Motion:
I move to approve Resolution #2024-133.

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

Objective Analysis:
By approving this IGA, the City of Surprise Fire-Medical Department will continue to receive consistent training and development of public safety staff. As a partnering agency to this agreement, the City of Surprise will have priority access to all training opportunities.

Policy Compliant:
The terms of the IGA are compliant with city policies.

Financial Impact:
There is no financial impact at this time. The department has budgeted ongoing funds in the general fund to cover the costs for its participation in this IGA.

Budget Impact:
This item does not have an impact on the FY25 budget. The ongoing costs incurred through this IGA are part of the current and future Fire-Medical and Police budgets. Future cost increases, if any, will be included in future budget requests packages.

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

ATTACHMENTS:
1. GRPSTC 2024 Partner IGA-Final
2. 24.10.10_ Res 2024-133_ 2024 GRPSTC IGA - Final

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE CITY OF GLENDALE, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF AVONDALE, AND THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

THIS GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of the day and date set forth on the respective signature pages between and among the City of Glendale ("Glendale"), the City of Peoria ("Peoria"), the City of Surprise ("Surprise"), the City of Avondale ("Avondale") (individually a "Partnering Agency", collectively "Partnering Agencies"), and the Maricopa County Community College District ("MCCCD").

IN CONSIDERATION of the covenants, promises, terms, and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Partnering Agencies agree as follows:

1. Purpose and Intent of Agreement

1.1. Glendale intends to continue to develop, own, and manage a regional public safety training facility ("GRPSTC" or "Center") for use by federal, state, county, and municipal public safety agencies, as well as an Emergency Operations Center ("EOC"). The GRPSTC may also be used to train employees of private organizations that have a demonstrated need for personnel to be trained in public safety and emergency response, as may be provided in the Operations Manual. A map, site plan, and project narrative of the GRPSTC, which includes the location for the EOC, is described in or shown in Exhibit A attached hereto and made a part hereof by this Agreement (the "Facility Property").

1.2. This Agreement provides for the operation and funding of the GRPSTC and supersedes any and all agreements previously entered into for the operation of said facility. Glendale, Peoria, Surprise, Avondale, and the MCCCD are considered public sector organizations for purposes of this Agreement.

1.3. This Agreement shall not become effective or binding as to any Partnering Agencies or MCCCD unless and until all Partnering Agencies and MCCCD duly approve and execute this Agreement, and at such time as the last Partnering Agency or MCCCD, as the case may be duly approved and executes this Agreement, it shall be effective and binding for a term of five (5) years unless sooner terminated as set forth in Section 17 below.

1.4. Glendale is the sole owner of the GRPSTC. Nothing contained in this Agreement affects Glendale's ownership of the GRPSTC.

1.5. Glendale shall act as the GRPSTC's overall day-to-day manager, subject to the guidance of the Chiefs' Board and Executive Board.

1.6. For purposes of this Agreement, the terms "public safety employee" or "public safety staff" shall mean fire safety and law enforcement personnel, employees, or staff, as the case may be for each Partnering Agency or non-partnering public safety, governmental or private agency or entity utilizing the GRPSTC as provided in Section 10.1 below.

1.7. A.R.S. §11-952 permits governmental bodies to agree to allocate duties and benefits to each other by agreement and provides that public agencies may contract to perform any governmental service, activity, or undertaking.

1.8. Notwithstanding any term or provision outlined in this Agreement, Glendale shall have sole ownership, management, and operational control of the EOC. All costs for planning, development, construction, operation, management, and staffing of the EOC shall be exclusive of the GRPSTC capital construction and O&M costs and shall be fully borne by Glendale.

2. Contributions by Partnering Agencies

2.1. Each Partnering Agency and MCCCD shall contribute toward annual operating, maintenance, and repair costs ("O&M Costs") in proportionate shares outlined in Section 12 below. The purpose of a Partnering Agency's contribution is to ensure an assured level of training slot availability for its public safety employees.

3. Regional Public Safety Training Center Allocations

3.1. This Agreement intends to provide a facility for training and educational programs that will be responsive to the needs of the Partnering Agencies. Priority shall be granted to partnering agencies for academy and ongoing public safety training to reasonably ensure that all such training needs are met.

3.2. At a minimum, Partnering Agencies and MCCCD are provided a Pro Rata Share of academy slots and ongoing training time based on their total number of authorized full-time sworn employees as identified in the first quarter of each fiscal year. This number will be converted to a Pro Rata Share at the GRPSTC for that specific Partnering Agency.

MCCCD's Pro Rata Share for purposes of this Agreement shall be and remain 9%. The City of Glendale’s pro-rata share shall never fall below 51% but can increase based on the total number of authorized full-time sworn employees. If the City of Glendale’s pro-rata share falls below 51% due to either a change to their total number of authorized full-time sworn employees, or the impact of adding additional Partnering Agencies, the difference between the City of Glendale’s calculated pro-rata share and 51% will be added to the City of Glendale Fire Department with a commensurate and equal reduction to each non-Glendale Specific Partnering Agencies Pro Rata Share to ensure the total remains 100% for all Partnering Agencies and MCCCD-GCC. There will be no change to the MCCCD-GCC’s Pro Rata Share of 9%.

The Partnering Agencies' total number of authorized full-time sworn employee count will be converted to their Pro Rata Share based on the following:

1. The sum of all Partnering Agency's total number of authorized full-time sworn employees to calculate "Total Current Users without GCC."

2. The "Total Current Users without GCC" is multiplied by 9% and then added to the "Total Current Users without GCC to calculate the "Total Current Users with GCC."

3. The "Specific Partnering Agency's Total Users" divided by the "Total Current Users with GCC" equals the "Specific Partnering Agency's Pro Rata Share."

Agency	Authorized Sworn Employees	Pro Rata Share
City of Glendale PD	444	31.8%
City of Glendale FD	267	19.2%
City of Surprise FD	200	14%
City of Peoria FD	205	14.4%
City of Avondale PD	165	11.5%
MCCCD - GCC	115	9 %
TOTAL	1396	100

MCCCD's Pro Rata Share for purposes of this Agreement shall be 9% of the total number of non-Partnering Agency academy training hours available at the GRPSTC between 7:00 a.m. and 10:00 p.m., Monday through Sunday; provided, however, that MCCCD is entitled to the minimum level of classroom and facility hours for training and educating its non-Partnering Agency students as provided in Section 13.7.

Notwithstanding the foregoing minimum Pro Rata Shares and classroom hours, all training and educational needs for the Partnering Agencies and classroom needs for MCCCD-GCC will be met to the greatest possible extent. Meeting those needs will be the primary purpose of, and determined and agreed upon by way of, the annual training and facility use schedule as discussed below.

3.3. In the event the GRPSTC brings in a new Partnering Agency, that agency will be required to pay a one-time "New Partnering Agency Capital Buy-In" based on the current number of calculated GRPSTC Users, the calculated 5-year average of GRPSTC O&M billing, and the number of new "Specific Partnering Agency's Total Users." The following steps should be followed to calculate the "New Partnering Agency Capital Buy-In."

1. Identify the regressed "5-Year GRSPTC O&M Billing Average" billed to the current Partnering Agencies and MCCCD-GCC.

2. Divide the "5-Year GRPSTC O&M Billing Average" by the "Total GRPSTC Users Including GCC" to identify the "Per User GRPSTC Fee". * DO NOT INCLUDE THE NEW AGENCY'S USERS IN THIS STEP

3. Multiply the new “Specific Partnering Agency’s Total Users” by the “Per User GRSPTC Fee” to calculate the “New Partnering Agency Capital Buy-In” amount.

Once the new Partnering Agency has submitted payment for their one-time “New Partnering Agency Capital Buy-In,” refer to the steps and process identified in 3.2 to calculate the new “Specific Partnering Agency’s Pro Rata Share”.

4. Glendale Regional Public Safety Training Center Governance

4.1. The overall goal in governing the GRPSTC shall be to establish operational, management, and executive structures that will provide the opportunity for Partnering Agencies to actively participate in the ongoing administration and management throughout the term of this Agreement.

4.2. The GRPSTC Executive Board, Chiefs' Board, and Operations Committee are established by this Agreement. The duties and responsibilities of the Executive Board, Chiefs' Board, and the Operations Committee are set forth in Sections 5, 6, and 7, respectively.

4.3. The governance objectives of this Agreement include:

4.3.1. Provide a structure that enables administrative and fiscal review of the operation and maintenance of the GRPSTC by the Partnering Agencies and MCCCD.

4.3.2. Establish an organization that facilitates decision-making.

4.3.3. Develop an organization that will remain flexible and meet the needs of the Partnering Agencies and MCCCD over the term of the Agreement.

4.4. The purpose of the boards and committees established by this Agreement is to decentralize the decision-making process so that authority is delegated to the appropriate decision-making body for each such decision. Each board or committee has two general responsibilities in the decision- making process - either to "review and approve" an issue or item, in which case the decision-making authority rests with that board or committee, or to "review and recommend" an issue or item, in which case the recommendation and reasons, therefore, are passed on to the next higher board. The next higher board may adopt the recommendation, adopt the recommendation with modifications, or reject the recommendation, except as provided in Section 5.3 below. In the latter instance where a higher board rejects the recommendation of the next lower board or committee, it shall pass the issue back to the next lower board or committee with a written statement explaining the reason or reasons why the higher board rejected the next lower body's recommendation. The lower body shall then conduct further review and study of the issue or item and pass it up to the higher board with its recommendation and reasons.

5. Executive Board

5.1. The Executive Board consists of the Glendale City Manager, Peoria City Manager, Surprise City Manager, Avondale City Manager, and the Chancellor of MCCCD.

5.1.1. The Chief's Board Chairman and the Center Director will attend Executive Board meetings as non-voting members. The Executive Board will meet as necessary but not less than semi-annually. Meetings will be scheduled on not less than sixty (60) days written notice to each Partnering Agency and MCCCD, except upon consent of all of the members of the Executive Board.

5.1.2. Executive Board members may appoint alternates who may attend Executive Board meetings but who shall not have a vote except in the absence of the respective Board member. In the case of an absence of an Executive Board member, an appointed alternate shall have a voting right on behalf of the Partnering Agency or MCCCD, as the case may be. An Executive Board member may not designate another Executive Board member to be their proxy for voting purposes.

5.1.3. The Glendale City Manager shall serve as chairman of the Executive Board and shall preside at and conduct all meetings of the Executive Board. Glendale will provide a secretary to take minutes. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the members.

5.2. Role, Duties, and Responsibilities of the Executive Board:

5.2.1. Review and approve the three-phase Capital Improvement Plan.

5.2.2. Review and approve the annual GRPSTC operating and maintenance budget for the period July 1st through June 30th on or before January 1st for the following fiscal year.

5.2.3. Review and approve the GRPSTC Operations Manual which governs the GRPSTC planning and operating functions, including policies and procedures, training standards, recommendations, grievances, and arbitration, and any amendments thereto.

5.2.4. Authorize the disposition or settlement of any legal action, claim or lawsuit involving the GRPSTC or Partnering Agencies and/or MCCCD arising out of or in connection with operations of the GRPSTC.

5.2.5. All other duties and responsibilities as provided for in this Agreement, as may be amended from time to time.

5.3. Before any action or decision of the Executive Board is taken or made, the members present shall have the opportunity to discuss their respective agency's positions or opinions on matters before the Executive Board. Actions shall be determined by a unanimous vote of members present at a meeting; provided, however, where a vote of the members present does not result in a unanimous decision, Glendale shall have final decision-making authority to approve or reject, without modification, the Capital Improvement Plan, the Center O&M budget, and the GRPSTC Operations Manual as recommended by the Chiefs' Board. In the event of a decision to reject either the Capital Improvement Plan, the Center O&M Budget or the GRPSTC Operations Manual, the process set forth in Section 4.4 shall be followed. Glendale shall also have final decision-making authority on the disposition or settlement of legal actions, claims or lawsuits

arising out of or in connection with the operations of GRPSTC subject to the provisions of Section 15 below.

6. **Chiefs' Board**

6.1. The Chiefs' Board consists of the following:

Glendale Police Chief	Glendale Fire Chief
Avondale Police Chief	Peoria Fire Chief
Surprise Fire Chief	MCCCD Police Program Chair
MCCCD Fire Program Chair	

6.1.1. In the event of removal, resignation, or death of a member, the appointing governing body shall promptly appoint a successor to fill the position. The Partnering Agency and MCCCD shall inform the chair of the Chiefs' Board of the name of the member to be replaced and the successor for their respective agency.

6.1.2. The Center Director will attend meetings of the Chiefs' Board but shall not have a vote.

6.2. Role, Duties, and Responsibilities of the Chiefs' Board:

6.2.1. At the first meeting, and thereafter at its first meeting at the beginning of each fiscal year (July 1st through June 30th), the Chiefs' Board shall elect a chairman and vice-chairman. Neither MCCCD representative may serve in this capacity. The chair shall preside at and conduct all meetings of the Chiefs' Board. The Chiefs' Board Chairman shall serve as the primary point of contact for the Center Director. In the absence or inability of the chair to act, the vice- chair shall act as the chair. Glendale will provide a secretary to maintain meeting minutes and notify board members of meetings and agendas. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the Chiefs' Board members and the members of the Executive Board.

6.2.2. To meet as necessary but not less than quarterly to carry out the following duties and responsibilities:

6.2.2.1. Review and approve policies and procedures as proposed by the Operations Committee.

6.2.2.2. Review and recommend approval to the Executive Board of the annual operating and maintenance budget for the GRPSTC as prepared by the Center Director and Operations Committee.

6.2.2.3. Annually review and recommend approval to the Executive Board of the Capital Improvement/Facilities Maintenance Plan for the GRPSTC.

6.2.2.4. Annually review and recommend approval to the Executive Board of the GRPSTC Operations Manual as prepared by the Center Director and Operations Committee.

6.2.2.5. All other duties and responsibilities as directed on an ad hoc basis by the Executive Committee or provided for in this Agreement as it may be amended from time to time.

6.3. The four (4) quarterly meetings of the Chiefs' Board will be scheduled annually each December for the following calendar year. Any meetings in addition to the four quarterly meetings will be scheduled on not less than thirty (30) days written notice to each Partnering Agency and MCCCD, except (i) upon the consent of all of the members of the Chiefs' Board, or (ii) in the event of an emergency at which point all Chiefs' Board members will be notified, and all reasonable efforts will be made to accommodate member schedules. At least four (4) voting members of the Chiefs' Board, or their respective alternates, must be present to constitute a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. Actions shall be determined by a majority of members present at a meeting when a quorum exists.

6.4. Members of the Chiefs' Board shall vote on all items by one vote per Chiefs' Board representative.

6.5. Chiefs' Board Members may appoint an alternate. An alternate Chiefs' Board member shall only have a voting right in the absence of the regular member.

6.6. A Chiefs' Board member may not designate another Chiefs' Board member as their proxy for voting purposes.

7. Operations Committee

7.1. The Operations Committee shall consist of one representative from:

Glendale Police Department	Glendale Fire Department
Avondale Police Department	Peoria Fire Department
Surprise Fire Department	MCCCD Fire Program
MCCCD Police Program	

7.2. Each member of the Operations Committee shall serve at the pleasure of the appointing authority of the Partnering Agencies or MCCCD, as the case may be, which may replace the members as it wishes. In the event of removal, resignation, or death of a member, the appointing governing body shall promptly appoint a successor to fill the position. Each participating Partnering Agency and MCCCD shall inform the Operations Committee chair of the members names for their respective Partnering Agency or MCCCD-GCC as the case may be.

7.3. The Center Director shall serve as the chair of the Operations Committee. The chair shall preside at and conduct all meetings of the Operations Committee. The Committee will elect a vice-chairman. In the absence or inability of the chair to act, the vice chair shall

act as the chair. Glendale will provide a secretary to maintain meeting minutes and notify committee members of meetings and agendas. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the Operations Committee members and the chairs of the Executive and Chiefs' Boards.

7.4. The majority of the Operations Committee constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. Actions shall be determined by a majority of members present at a meeting when a quorum exists.

7.5. Members of the GRPSTC Operations Committee shall vote on all items based on one vote per Committee member. The Center Director as chair shall not have a vote except in the case of a tie. If the vice- chairman acts as chair in the absence of the Center Director, he shall have a vote in all matters.

7.6. Alternate members to the Operations Committee may be appointed by the Chiefs of the respective Partnering Agencies or MCCCD as the case may be. An alternate Operations Committee member shall only have a voting right in the absence of the regular member.

7.7. An Operation's Committee member may not designate another Operations Committee member to be their proxy for voting purposes.

7.8. Role, Duties, and Responsibilities of the Operations Committee:

7.8.1. To meet quarterly, the Committee may have as many meetings needed to conduct any pressing business if they are requested by a majority of the members. The date and hour of any regular meeting shall be scheduled on an annual basis by the Operations Committee Chair, making every effort to have a quorum present.

7.8.2. Develop and recommend approval of the GRPSTC Operations Manual.

7.8.3. The Center Director will develop, and the Operations Committee will review and recommend to the Chiefs' Board an estimated GRPSTC annual operational and maintenance budget no later than November 15th and a final O&M budget no later than December 1st for the following fiscal year (July 1st - June 30th).

7.8.4. All other duties and responsibilities, as directed by the Chiefs' Board on an ad hoc basis or as provided for in this Agreement, may be amended as needed.

8. Attendance and Participation by Other Agencies

8.1. Local, state, and federal representatives of public safety or service agencies who are not Partnering Agencies to this Agreement may attend GRPSTC Operations Committee meetings but shall not have voting rights.

8.2. Local, state, and federal public safety or service agencies that are not Partnering Agencies will not have scheduling priority as provided in Section 10.1 below and will pay a fee for using the GRPSTC facilities. The parameters for renting the facility and the type of

agencies that will be allowed to rent the facility shall be outlined in the GRPSTC Operations Manual.

9. Center Director and Day-to-Day Management

9.1. As the day-to-day manager of the GRPSTC, Glendale shall have the responsibility to:

9.1.1. Maintain the GRPSTC in good condition and in compliance with an approved comprehensive maintenance and repair schedule. This shall include all such maintenance, repair, and construction work but not limited to all structures, utilities, walkways, HVAC systems, electrical systems, plumbing systems, and all components of the interior and exterior of all structures, including painting. Maintenance will be to the same standard as other Glendale facilities and preventive maintenance will be to industry standards and manufacturers' recommendations.

9.1.2. Maintain all roads, parking areas (public, secure, and training staging and operations), skid pad, perception reaction course, Emergency Vehicle Operator's Course (EVOC), metro street area, and patios.

9.1.3. Contract all custodial functions, including daily cleaning, trash removal, periodic window and carpet cleaning, and other specialty cleaning as needed.

9.1.4. Maintain all landscaping and irrigation systems.

9.1.5. Maintain fire training props (exterior and interior).

9.1.6. Contain, collect, and abate lead expended at the arms qualification ranges.

9.1.7. Develop facility management contracts with vendors.

9.1.8. Make emergency repairs as required. Emergency repairs will be defined as those repairs that are immediately necessary to protect buildings, facilities, and grounds from further damage and to keep the Center functional.

9.1.9. Establish and maintain accounts and records, including personnel, property, financial, project management, and other records, as required by Glendale and consistent with generally accepted accounting principles to ensure proper accounting for all ongoing operations and maintenance costs.

9.1.10. Provide notice to Partnering Agencies, MCCCD, and other interested parties of scheduled maintenance or repair that could potentially disrupt GRPSTC operations.

9.2. The GRPSTC Director (also referred to as "Center Director") shall be appointed by and serve at the pleasure of the Glendale Fire Chief as provided herein and shall be in the classified service of Glendale in the rank and grade not lower than that of a Glendale Deputy Fire Chief. The Center Director's salary and benefits shall be paid out of the Center O&M Budget.

9.2.1. Appointment of the Center Director.

9.2.1.1. The Center Director shall be a sworn Glendale Deputy Fire Chief or higher rank, or a non-sworn person qualified for the position.

9.2.1.2. The members of the Chiefs' Board will participate in the selection process of the Center Director and will recommend to the Glendale Fire Chief. After receiving recommendations from the Chiefs' Board members participating in the selection process, the Glendale Fire Chief will select the Center Director.

9.2.2. Evaluation of Center Director.

9.2.2.1. Through the Chiefs' Board's annual review and approval of the annual training plan and schedule for the GRPSTC, the Board will establish priorities for the Center Director for the upcoming year related to the GRPSTC. With input from the Executive Board and Operations Committee, the Chiefs' Board may make recommendations to Glendale regarding the Center Director's performance when Glendale is preparing to conduct the Director's evaluation. Glendale agrees to consider the Chiefs' Board's recommendations in conducting the Director's performance evaluation. In addition, Glendale may use additional criteria to evaluate the Director's performance for the year.

9.2.3. Vacancy in Center Director’s Position

9.2.3.1. If the Center Director's position becomes vacant while this Agreement is in effect, Glendale agrees to provide an interim Center Director and to recruit and select a new Director as outlined herein.

9.2.3.2. If the newly appointed director is not a current member of the Glendale Fire Department, the center budget will pay for all recruitment and selection costs for the Center Director.

9.3. Glendale will provide staff to manage the day-to-day maintenance, operation, and repair of the GRPSTC, which will be subject to review and advice from the Chiefs' Board and Operations Committee. These employees will be employees of Glendale and will be granted all the rights and benefits accruing to Glendale employees within their respective classifications. All costs for recruitment, selection, salary, and benefits for the positions shall be paid out of the Center Budget.

9.4. Glendale shall be responsible for engineering, operating, administering, maintaining, and repairing the GRPSTC's data, telecommunications, and video technology and infrastructure.

9.4.1. The annual operating, maintenance, and repair costs incurred by Glendale for engineering, operating, administering, maintaining, and repairing the data, telecommunications, and video technology and infrastructure shall be borne by the Partnering Agencies and MCCCD as described in Section 12 of this Agreement. IT and Telecommunications representatives from all Partnering Agencies and MCCCD will be advised regarding maintenance and upgrade of equipment to support these backbones.

9.4.2. Each Partnering Agency and MCCCD shall be responsible for the costs of repair of damage, beyond ordinary wear and tear, to the IT and telecommunication technology and infrastructure of the GRPSTC caused by that Partnering Agency or MCCCD as the case may be. The Center Director shall determine the costs of repair and whether such repairs are beyond ordinary wear and tear.

9.5. Glendale will acquire, hold, or dispose of property necessary to operate the GRPSTC. All fixed facilities and "GRPSTC" equipment shall belong to Glendale. Partnering Agencies and MCCCD will acquire, hold, maintain, or dispose of their respective property housed at the GRPSTC.

10. Annual Training Schedule and Operations Manual

10.1. The utilization and operation of the GRPSTC for Partnering Agency and MCCCD academies, ongoing training, and educational usage shall be in the following order of priority:

10.1.1. First priority is given to Partnering Agencies and MCCCD to reasonably ensure that all Partnering Agency training needs are met. At a minimum, Partnering Agencies will be provided a Pro Rata Share of ongoing training time based on their respective contributions, and MCCCD will be provided its minimum classroom time as provided in Section 13.7 below. Even with the minimum Pro Rata Shares and minimum classroom time, all training and educational needs for the Partnering Agencies and classroom time for MCCCD will be met to the extent possible.

10.1.2. Second priority will be given to non-partnering public safety agencies located in Maricopa County.

10.1.3. Third priority is given to municipal, and county public safety agencies located outside of Maricopa County.

10.1.4. Fourth priority goes to other governmental agencies and personnel.

10.1.5. Fifth priority goes to private entities that have a demonstrated need for personnel to be trained in public safety and emergency response as provided for in the Operations Manual.

10.2. The Center Director and the Operations Committee will develop a GRPSTC Operations Manual to be submitted to the Chiefs' Board and Executive Board for review and approval every two years. The Operations Manual will include but is not limited to the following:

10.2.1. Scheduling procedures (including a classroom utilization plan for each fiscal year).

10.2.2. Policies, procedures, and practices for day-to-day (or otherwise necessary and beneficial to the) operations of the GRPSTC.

10.2.3. The staffing and organizational structure of the GRPSTC.

10.2.4. The core curriculum and training standards to be provided by MCCCD for public safety and fire "academy" training as well as ongoing instruction, in-service and professional development.

10.2.5. Policies, procedures, practices, terms, and rental fees for use of the GRPSTC by non-partnering agencies.

10.2.6. Partnering Agency and MCCCD responsibilities when using the GRPSTC.

10.2.7. Policies and procedures for using the GRPSTC props.

10.2.8. A process and standards to determine whether and which private entities have a demonstrated need for personnel to be trained in public safety and emergency response.

10.2.9. Provisions dealing with national and state public safety regulatory and certifying agencies to, among other things, allow access to GRPSTC documents, information, meetings as reasonably necessary to fulfill their regulatory and/or certification responsibilities and for the GRPSTC to comply with all applicable regulatory requirements and achieve necessary certifications.

10.2.10. Provisions dealing with engineering, operations, administration, maintenance and repair of data, telecommunications, and video technologies and other electronic and communications infrastructure ("Technology Infrastructure"), including but not limited to ongoing and annual engineering, operations, administration, maintenance, and repair as well as upgrading of such Technology Infrastructure.

10.2.11. GRPSTC purchasing and procurement procedures consistent with the Glendale Charter and City Code.

10.2.12. General guidance for the Center Director necessary for the professional operation and management of the GRPSTC.

10.2.13. Any other matters deemed necessary or beneficial by the Center Director and Operations Committee.

10.3. The Center Director and the Operations Committee will develop an annual schedule for the GRPSTC for approval by the Chiefs' Board. This schedule shall include all the received requests for facility usage from all the Partnering Agencies and MCCCD and then be subsequently formulated by the Center Director and the Operations Committee in a timely manner so that the Chiefs' Board may approve the plan on or before June 30th for the following fiscal year. The schedule of all received requests must be developed by June 1st for the following calendar year. Any subsequent requests will be handled on a first-come, first-serve basis. Even with the minimum Pro Rata Shares and minimum classroom time, all training and educational needs for the Partnering Agencies and classroom time for MCCCD will be met to the extent possible.

10.4. The Center Director shall be responsible for the maintenance, operation, and repair of vehicles utilized by the GRPSTC and for maintaining such vehicles in sound

operating condition in accordance with generally recognized and accepted preventive maintenance standards for such vehicles.

11. Regional Public Safety Training Center Facilities

11.1. None of the Partnering Agencies, including Glendale or MCCCD, shall alter, repair, modify, or change the premises of the GRPSTC without the express written permission and approval of the Glendale Field Operations Department and the Chiefs' Board.

12. Budget, Finances, and Partnering Agency Costs

12.1. Glendale will annually assess Partnering Agencies for maintenance, repair, operation (collectively "O&M"), and development of contingency accounts or fund balances. These accounts will be used for unforeseen major repairs. Glendale will administer the O&M and contingency accounts and will review and approve them annually by all GRPSTC boards.

12.2. MCCCD's contribution to the annual O&M account is based on and limited to funds received from its Governing Board. MCCCD will contribute the MCCCD portion of its approved funding to this account.

12.3. Annual operating, maintenance, and repair costs for the GRPSTC shall be shared by the Partnering Agencies based upon the Pro Rata Shares as defined in Section 3.2. MCCCD and the Partnering Agencies may determine that tuition and fees for college credit courses earned through MCCCD by Partnering Agency students is credited and offset against MCCCD's Pro Rata Share of annual O&M costs. MCCCD will bill all partnering agencies based on actual class costs. MCCCD will be billed in the same manner as all other partnering agencies. MCCCD, through its participating colleges, will fund the O&M costs based upon lump sum budget allocations approved annually by the MCCCD's governing board for those colleges based upon total budget needs identified by such participating colleges. In September of each year, the Center Director will develop a budget and potential supplementals and present to the Operations Committee, which will review and make a recommendation to the Chiefs' Board. This estimated GRPSTC annual O&M Budget and supplementals will be presented to the Chief's Board no later than October 15th for approval and recommendation for approval to the Executive Board. The final O&M budget for the following fiscal year will not be available until the City of Glendale City Council approves a tentative annual budget.

12.4. Annual operating, maintenance, and repair costs for the GRPSTC will include:

12.4.1. Authorized personnel salaries and benefits.

12.4.2. Services and supplies include, but are not limited to, utilities, office supplies, maintenance supplies, and contractual services.

12.4.3. Expenditures related to facility repair and maintenance.

12.4.4. Assessed contributions to the capital improvement projects and contingency/fund balance account.

12.4.5. Liability Insurance as provided in Section 15 below.

12.4.6. Property insurance as provided in Section 15 below; and

12.4.7. Other expenditures approved by the Chiefs' Board.

12.5. Each Partnering Agency shall bear, at its own expense, the operating, repair, and maintenance costs incurred solely for the benefit of each respective Partnering Agency (i.e., Partnering Agency provided office furniture, ammunition, fire, and police training equipment used by each jurisdiction, etc.).

12.6. Each Partnering Agency shall also bear, at its own expense, the actual per head training costs for the training of its respective academy recruits. These costs are broken down as follows:

12.6.1. Fire recruit training costs will be evenly split by the fire partners (Glendale, Surprise, & Peoria). Costs will be based on three classes of 45 recruits per class annually. All costs for supplies and services will be reviewed and approved during the budget process defined in section 12.3. The approved costs will be added to the partners annual O&M invoice. There will be no additional costs for overtime and no credits provided for RTO's. All personnel costs for RTO's/RTI's and support staff will be the responsibility of the home agency.

12.6.2. Police recruit training will be the responsibility of the home agency to cover all supply and service costs to include training officers compensation.

12.7. Glendale shall invoice each Partnering agency on an annual basis for their proportionate share of O&M and contingency/fund balance contributions, if any, following the reconciliation of all expenditures. All partnering agencies will be billed based on the approved budget for the current fiscal year. The bill will include a reconciliation of all expenditures for the previous year. If a Partnering Agency has leftover funds at the end of the fiscal year, it shall be the Partnering Agency's responsibility to request their refund. If a Partnering Agency elects to leave their funds at the GRPSTC, those funds will be placed into the contingency/fund balance account to be used by the agency to cover unforeseen cost in the future.

12.8. All capital contributions required to be paid by Partnering Agencies will be included in the three-phase CIP process, provided, however, the Capital Improvement Plan shall be presented as a five-year plan, which will be reviewed and updated annually. Capital contributions by the Partnering Agencies shall be assessed to the Partnering Agencies by Glendale in the year the funds are required to begin the capital project. Such assessments will be due and payable by the Partnering Agencies as provided in Section 12.10 below.

12.9. Assessed contributions to the capital improvement projects and contingency fund shall be paid within thirty (30) calendar days of receipt of invoice from Glendale. For all other assessments, each Partnering Agency shall make payment to Glendale within sixty (60) calendar days of receipt of the invoice. If these assessments are not paid by the

applicable due date, the Partnering Agency shall be in default and subject to termination in accordance with Section 17 of this Agreement.

12.10. Each Partnering Agency shall reimburse GRPSTC for the costs of repairing damage beyond ordinary wear and tear caused by that Partnering Agency. The Center Director shall determine the costs of repair and whether such repairs are beyond ordinary wear and tear and report to the Chiefs' Board. This provision does not apply to claims covered under any property coverage or insurance.

12.11. Glendale will administer the GRPSTC's financial activities as a separate special revenue fund in accordance with generally accepted accounting principles. The Executive Board and Chiefs' Board oversee and control all GRPSTC accounts.

12.11.1. Expenditures from the Center Special Revenue Fund require the approval of the Center Director. In the absence of the Center Director, the chair of the Chiefs' Board or vice-chair may approve.

12.11.2. The Center Special Revenue Fund will receive and separately account all income belonging to the GRPSTC, including the Partnering Agencies' annual contributions and outside rental income.

12.11.3. All monies not expended in the Center Special Revenue Fund will remain the fund's property and roll forward into the next fiscal year for expenditure in accordance with 12.4.

12.11.4. Any interest earned on the monies in the Center Special Revenue Fund, after deducting applicable bank charges, must be credited to this fund.

12.11.5. Glendale will follow the purchasing requirements defined in the Charter and Code of the City of Glendale.

12.11.6. All expenditures, contracts, purchase orders, and service orders from any of the three GRPSTC budgets must be authorized by the Center Director prior to being procured.

12.12. Nothing in this Agreement will abrogate the budgeting and appropriation authority of the legislative and/or governing bodies of the respective Partnering Agencies or MCCCD.

13. Maricopa County Community College District

13.1. MCCCD will be entitled to offer at least 2,000 classroom hours and 1,200 laboratory hours annually at the GRPSTC. MCCCD can offer classes and/or training in three types of formats:

13.1.1. Credit-generating for credit courses.

13.1.2. Workshops, non-credit.

13.1.3. Combination.

13.1.4. All MCCCD class offerings will be scheduled in accordance with Section 10.3.

13.2. MCCCD will be the primary educational institution offering college courses at the GRPSTC. No other educational institution will be allowed to compete with MCCCD unless:

13.2.1. MCCCD is given first "right of refusal." MCCCD may partner with the requesting institution. If MCCCD cannot or will not offer the course within six months, then:

13.2.1.1. The requesting institution will be allowed to offer the course subject to the criteria and parameters set forth by the Chiefs' Board.

13.2.1.2. If there is a conflict between the Chiefs' Board and MCCCD, the Executive Board will mediate the matter.

13.2.1.3. The requesting institution will be subject to the same fees and requirements as any non-partnering agency renting the facility, as listed in the Operations Manual.

13.3. All Partnering Agency instructors teaching MCCCD college courses for credit shall comply with MCCCD's rules and regulations for contract instructors.

13.4. Each time Partnering Agency personnel attend an MCCCD college course at the GRPSTC, they will complete a course registration form and follow other MCCCD registration procedures.

13.5. The Partnering Agencies reserve the right to use their instructors for their respective public safety agency training at the GRPSTC. The Partnering Agency instructors who teach such courses are not subject to Section 13.3 if the courses are not offered for MCCCD college credit.

13.6. All instructors teaching GRPSTC courses shall comply with GRPSTC rules and regulations for instructors.

13.7. Nothing herein shall preclude MCCCD from developing its own course and instructional materials to benefit MCCCD students. All courses and instructional materials taught at the GRPSTC must be law enforcement or fire science related. Nothing herein shall preclude the GRPSTC from developing its own courses and instructional materials for the benefit of trainees assigned to the GRPSTC by the Partnering Agencies. Moreover, each Partnering Agency may develop its own courses and instructional materials for the benefit of trainees specifically assigned to the GRPSTC by that Partnering Agency.

13.8. The Partnering Agencies acknowledge that they might have access to MCCCD's student educational records at the GRPSTC. The Partnering Agencies agree that they will comply with the requirements of the Family Educational Rights and Privacy Act of 1974 (as may be amended from time to time) to safeguard those records from improper

disclosure, that access to those records will be limited to only those persons whose access is necessary as a function of the GRPSTC, and that those records will not be disclosed without the prior written consent of the student permitting release of the information according to such consent.

14. Hold Harmless and Indemnification

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

14.2. Each Partnering Agency and MCCCD shall be solely responsible for the cost of repair of damage to GRPSTC caused by that Partnering Agency or MCCCD, as the case may be.

14.3. Each Partnering Agency and MCCCD (an "Indemnitor") shall indemnify, hold harmless, and defend the GRPSTC and each other Partnering Agency and MCCCD (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost, or judgment made against the GRPSTC and the Indemnified Parties to the extent arising from any negligent, reckless, or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

14.4. In the event of any lawsuit that names the GRPSTC or more than one Partnering Agency and/or MCCCD as a defendant ("Defendant Party" or "Defendant Parties"), the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.

14.5. The Partnering Agencies and MCCCD further agree that they are not joint employers for the purpose of workers' compensation coverage and that any Partnering Agency or MCCCD employee assigned to the GRPSTC shall remain an employee of such Partnering Agency or MCCCD as the case may be.

15. Insurance

15.1. Partnering Agencies and MCCCD mutually agree to meet their respective financial responsibilities regarding liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program.

15.2. Each Partnering Agency and MCCCD shall be fully responsible for any workers' compensation claims made by any individual assigned by that particular Partnering Agency or MCCCD to the GRPSTC for training, education, or development.

15.3. The Center Director shall secure and maintain indemnification and proper proof of insurance coverage from any non-partnering agency assigning individuals to the GRPSTC for training or development.

15.4. GRPSTC shall make provision for and maintain all standard and prudent liability insurance coverage with a deductible in an amount equal to the mandatory arbitration limit as set by the Maricopa County Superior Court. Coverage shall be secured through the placement of coverage with a third-party insurer. All coverage costs will be incorporated into the GRPSTC annual O&M Budget and will be pro-rated per the Pro Rata Share of the Partnering Agencies, and MCCCD annually, as established in Section 12.

15.5. This section shall be limited to the extent provided for insurance secured through a third-party insurer in the contract. The authority for settling any claim or lawsuit against the GRPSTC or all of the Partnering Agencies and MCCCD shall lie with the Executive Board. It shall be provided for by funds allocated among the Partnering Agencies and MCCCD, whether such funds are available through the GRPSTC annual budget or additional contributions from the Partnering Agencies and MCCCD are required. Except to the extent provided for in the contract for insurance secured through a third-party insurer, the authority to settle any claim or lawsuit arising out of or in settling any claim or lawsuit against the GRPSTC or all of the Partnering Agencies and MCCCD shall lie with the use or operation of the GRPSTC made against an individual Partnering Agency, MCCCD or some of the Partnering Agencies and/or MCCCD not amounting to all of the Partnering Agencies and MCCCD shall lay with the individual Partnering Agency, Agencies and/or MCCCD in accordance with any governing legal authorities applicable to such Partnering Agency, Agencies and/or MCCCD, as the case may be.

15.6. Glendale will obtain property insurance on an all-risk, replacement-cost basis for coverage of the GRPSTC. Under the property insurance charge, Glendale will develop a charge for losses within its deductibles. The costs of property insurance and the charge for losses with deductibles will be pro-rated per the Pro Rata Share of the Partnering Agencies and MCCCD on an annual basis, as established in Section 12.

15.7. This section shall be limited to the extent provided for insurance secured through a third-party insurer in the contract. All claims or lawsuits filed against the GRPSTC or all the Partnering Agencies and MCCCD shall be handled under the direction of the Glendale City Attorney. In the event a liability claims, or lawsuit is filed against the GRPSTC or all the Partnering Agencies and MCCCD related to the use and operation of the GRPSTC, there shall be a meeting between the risk managers and staff attorneys from each Partnering Agency and MCCCD to discuss how best to address the claim or lawsuit. Should the parties agree to settle any claim or lawsuit against the GRPSTC, the risk managers and staff attorneys will make such a recommendation to the Executive Board. In the event of a disagreement among the risk managers and staff attorneys regarding legal strategies, tactics, and options involving a claim or lawsuit against the GRPSTC or all the Partnering Agencies and MCCCD, the Glendale City Attorney shall have the final determination. Notwithstanding the foregoing, the authority to settle any claim or lawsuit arising out of or in connection with the use or operation of the GRPSTC made against an

individual Partnering Agency or MCCCD or some of the Partnering Agencies and MCCCD not amounting to all of the Partnering Agencies, and MCCCD shall lay with the individual Partnering Agency, Agencies, and/or MCCCD in accordance with any governing legal authorities applicable to such Partnering Agency, Agencies, and/or MCCCD as the case may be.

16. Agreement Modification and Integration

16.1. Prior to processing an amendment, the Chiefs' Board shall provide a recommendation and forward it to the Executive Board for approval. To be effective, any modification of this Agreement must be in writing, signed by the parties, and approved by their respective governing bodies. The addition of any new Partnering Agency or a substitute Partnering Agency as provided for in Section 17 below shall constitute an amendment to this Agreement. It shall be processed pursuant to this section.

16.2. This Agreement, including the attachments and any amendments and other documents specifically incorporated by reference, represents the entire understanding of the parties for the matters contained herein. Oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

17. Termination of Agreement and Assignment

17.1. Voluntary Termination

17.1.1. Any party wishing to terminate participation prior to the end of the 5-year term must provide no less than 12 months' written notice of intent to terminate.

17.1.2. Any party voluntarily terminating in accordance with this section shall forfeit any of its Phase I, II, III, or IV capital construction contributions to the extent paid and any contribution made to the annual operating, maintenance, and repair costs referenced in Section 12 of this agreement.

17.1.3. The Partnering Agencies acknowledge that Phases I, II, III, and IV are planned and budgeted based on all of the Partnering Agencies' full participation in the 5-year term of this Agreement. Therefore, notwithstanding the voluntary termination of a Partnering Agency, such Partnering Agency shall be liable for any costs associated with restructuring or reconfiguring the site plans for the physical facilities of the Center as a result of such withdrawal.

17.1.4. After a voluntary termination, the Partnering Agency or MCCCD may rent space at the GRPSTC under the same terms and conditions as any other non-participating agency.

17.2. Assignment

17.2.1. A party may fully assign its rights and obligations under this Agreement as provided herein. No partial assignment of a party's rights and obligations hereunder shall be permitted.

17.2.2. Before any assignment, a party desiring to make an assignment of all of its rights and obligations hereunder (the "Assigning Party") must first offer to all of the remaining parties collectively (the "Remaining Parties") the right to acquire the Assigning Party's rights and obligations under terms and conditions mutually agreeable to all of the parties. If the Remaining Parties choose not to collectively acquire the Assigning Party's rights and obligations under this Agreement, the Assigning Party must offer to any one or more of the Partnering Agencies or MCCCD individually or in a group less than the whole of the Remaining Parties the right to acquire the Assigning Party's rights and obligations under terms and conditions mutually agreeable to those parties. If no individual or group of Remaining Parties chooses to acquire the Assigning Party's rights and obligations under this Agreement, the Assigning Party may offer to assign its rights and obligations under this Agreement to another governmental agency ("New Partner") under the same terms and conditions as offered to the Remaining Parties previously. An assignment to a non-governmental agency shall not be permitted.

17.2.3. The Assigning Party's rights and obligations hereunder may only be assigned by a written instrument approved by the respective governing bodies of the New Partner and Remaining Parties, expressly assigning such rights, and approved by the governing body of the New Partner, specifically assuming such rights and obligations.

17.2.4. Upon approval of an assignment and assumption hereunder, the Assigning Party's rights and obligations hereunder shall terminate.

17.3. Involuntary Termination

17.3.1. The failure of any party to adhere to the terms and conditions of this Agreement, including timely payment of fees due, may constitute grounds for that party's involuntary termination from participation in the GRPSTC.

17.3.2. A party in breach of any of the terms of this Agreement ("Breaching Party") must be notified in writing by the Center Director that, unless it comes into compliance within thirty (30) days of receipt of written notice, its participation in the GRPSTC may be involuntarily terminated.

17.3.3. If the Breaching Party fails to remedy the breach within the specified time frame, the issue of its involuntary termination will be considered by the Executive Board if the Chiefs' Board recommends by a majority vote to the Executive Board that the Breaching Party be involuntarily terminated.

17.3.4. The Executive Board will provide the Breaching Party an opportunity to appear before it and to show why its participation in the GRPSTC should not be involuntarily terminated. The failure of the Breaching Party to appear shall constitute a waiver of any future right to do so.

17.3.5. Upon unanimous agreement of the parties not in default, the Executive Board will notify the Breaching Party in writing that its participation in the GRPSTC is terminated and that it will forfeit any claim to any GRPSTC assets.

17.4. Glendale retains the right to seek legal redress, if necessary, to obtain payment on amounts due from other Partnering Agencies and MCCCD.

17.5. A Partnering Agency or MCCCD terminated for late, or non-payment forfeits any claim to any GRPSTC assets or use of the GRPSTC as a party to this Agreement.

17.6. A Partnering Agency or MCCCD whose participation in the GRPSTC has been involuntarily terminated in accordance with this section shall forfeit any of its Phase I, II, III, or IV capital construction contributions to the extent paid as well as any contribution made to the annual operating, maintenance, and repair costs referenced in Section 12 of this agreement.

18. Grievance and Arbitration

18.1. All parties to this Agreement shall try to resolve conflicts with the parties involved. If a settlement is not obtained, these parties can submit a grievance first to the Chiefs' Board and then to the Executive Board. If settlement on an issue cannot be reached between the grieving agency and first the Chiefs' Board and then the Executive Board, binding arbitration shall be employed to reach a settlement.

18.2. The Partnering Agencies and MCCCD shall maintain a list (the "Arbitrator List") of three (3) or more individuals who the Partnering Agencies and MCCCD have agreed are qualified to resolve disputes subject to arbitration. The individuals listed on the Arbitrator List from time to time shall be independent from the Partnering Agencies and MCCCD. They shall have no material financial or personal relationship with any of the Partnering Agencies. The Partnering Agencies and MCCCD shall attempt to agree to the initial Arbitrator List as part of the Operations Manual. The individual to be designated as the arbitrator ("Arbitrator") for a given dispute subject to arbitration shall be elected from the Arbitration List by the consent of the Partnering Agencies and MCCCD, or at the request of one Partnering Agency or MCCCD, by random selection from the Arbitration List.

18.3. No Arbitrator shall be removed from the Arbitrator List except by death or resignation without the consent of Partnering Agencies and MCCCD. After the initial selection of the Arbitrator List, or in the event of a vacancy on the Arbitrator List, no individual will be added to the Arbitrator List without consent of all of the Partnering Agencies and MCCCD. If the Partnering Agencies and MCCCD cannot agree to the selection of a new Arbitrator for the Arbitrator List, the remaining Arbitrators will choose an individual to fill the vacancy.

18.4. A dispute hearing shall be held within ninety (90) days of the selection of the Arbitrator.

18.5. The arbitration hearing shall generally be conducted in accordance with the Arizona Rules of Civil Procedure and the Arizona Rules of Evidence, except as modified herein and as may be modified by the Arbitrator to provide for the most fair and efficient hearing.

18.6. It shall be the duty of the Arbitrator to hear and consider evidence submitted by the parties and to make written findings of fact and a disposition of the dispute, which shall be final and binding in nature, except as to issues of law.

18.7. Each party to a hearing before an Arbitrator shall bear their own expenses.

18.8. The remaining agencies of the GRPSTC and the grieving agency shall bear one-half of the arbitrator's fees and expenses.

19. No Third-Party Rights Created

19.1. Nothing in this Agreement confers any right to any person (including, but not limited to, those persons holding positions identified in Sections 9.2 and 9.3) or entity not a party to this Agreement.

19.2. In addition, persons holding positions identified in Sections 9.2 and 9.3 have no right to file or pursue the grievance and arbitration provisions set forth in Section 18 above.

20. General Terms

20.1. No member official or employee of any of the Partnering Agencies or MCCCD may have any direct or indirect interest in this Agreement nor participate in any decision relating to the Agreement that is prohibited by law. All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

20.2. Each Partnering Agency and MCCCD warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement other than the normal costs of conducting business and the costs of professional services.

20.3. No member, official, or employee of any Partnering Agency or MCCCD will be personally liable to the other Partnering Agencies or MCCCD, or any successor in interest, in the event of any default or breach by that Partnering Agency or MCCCD or for any amount which may become due to another Partnering Agency or MCCCD, or on any obligation under the terms of this Agreement.

20.4. 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 will 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.

20.5. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the remaining provisions will not be affected and will remain valid and enforceable to the fullest extent permitted by law, provided that such severability does not defeat the fundamental purposes of this Agreement.

20.6. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

IN WITNESS WHEREOF, THE PARTIES HERETO DO AFFIX THEIR SIGNATURES:

{SIGNATURES OF THE RESPECTIVE PARTNERING AGENCIES AND MCCCD ARE SET FORTH ON FIVE SEPARATE PAGES FOLLOWING THIS PAGE}

CITY OF GLENDALE

BY: _____

ITS: _____

DATE: _____

ATTEST:

_____

GLENDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

GLENDALE CITY ATTORNEY

CITY OF PEORIA

BY: _____

ITS: _____

DATE: _____

ATTEST:

_____

PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: _____

ITS: _____

DATE: _____

ATTEST:

_____

SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

SURPRISE CITY ATTORNEY

CITY OF AVONDALE

BY: _____

ITS: _____

DATE: _____

ATTEST:

_____

AVONDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

AVONDALE CITY ATTORNEY

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

BY: _____

ITS: _____

DATE: _____

ATTEST:

_____

BOARD CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the Maricopa County Community College District granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____

MCCC DISTRICT GENERAL COUNSEL

EXHIBIT A
Map, Site Plan, and Project Narrative for the
Glendale Regional Public Safety Training Center (GRPSTC)

GRPSTC - Joint Use Training Center Master Plan Update

GRPSTC Master Plan

- Existing Campus
  - Levee
  - EOC (Emergency Operations Center)
  - Administration
  - Classrooms / CPAT
  - Driver's Training Canopy / Track
  - Burn Prop / Drill Tower / House Prop / Conf. Space
  - Flashover Prop / Roof Framing Prop / Site Props
  - Simulated Fire Station
  - Firing Range / Range Building
- Future Phases - Original Masterplan
  - Gymnasium
  - Auditorium / Museum
  - Additional Classrooms / Admin
  - Cafeteria / Retail
  - Receiving Warehouse
  - Drivers Training Building
  - Outdoor training / bleachers
  - Swift Water Rescue
  - Apartment / Additional House Props
  - Big Box / Strip Mall / Gas Station
  - Driver Training Building
  - Simulated Police Station / Safety Building
  - SIMS Village + K9 Training + Kennels
- Masterplan Update – Current Needs / Priorities
  - Class A Burn Prop
  - Marking Cartridge Building
  - Classrooms / Admin / PC / Locker Expansion
  - Future Police + Fire Training Props
  - Parking Expansion

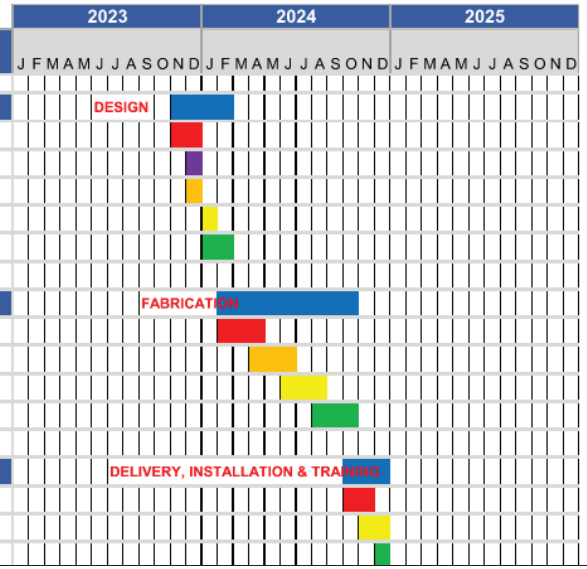
LEA Architects, LLC

GRPSTC Master Plan / Class A Burn Prop Schedule

- Project Kickoff — **12.1.23**
- Class A Geotech Borings / Report — **12.1.23 - 1.16.24**
- Program Verification — **12.1.23 – 2.7.23**
- Preliminary GRPSTC Site Master Plan / Space Plan Concepts — **12.1.23 – 2.7.23**
- Existing Campus Space Utilization Analysis — **12.29.23 – 3.1.23**
- Shoot House Stakeholder Coordination Meeting — **1.29.24**
- GRPSTC Stakeholder Preliminary Site Plan Concept Presentation / Meeting — **2.7.24**
- Class A Burn Prop ADEQ / AHJ Coordination Meeting(s) — **2.14.24 -2.21.24**
- LEA Class A Burn Prop Design / CD's — **12.1 - 5.1.24**
- Class A Burn Prop Permitting / Contractor Procurement — **5.1.24 – 7.1.24**
- Final Site Master Plan / Civil G&D and Lift Station / Utilities reports / exhibits — **5.12.24**
- Class A Burn Prop Foundations / Site Work Construction — **7.1.24 – 11.1.24**
- FTS Installation — **11.19.24 – 12.10.24**

FTS SCHEDULE

TASK DESCRIPTION	PLAN START	PLAN END	TYPE
DESIGN DEVELOPMENT	11/17/2023	2/13/2024	B
30% DD Drawings for COS Review	11/17/2023	12/1/2023	R
60% DD Drawings for COS Review	12/2/2023	12/16/2023	P
90% DD Drawings for COS Review	12/17/2023	12/31/2023	O
100% Drawing Submittal to COS Building Department	1/1/2024	1/15/2024	Y
COS Building Department Review & Approval	1/16/2024	2/13/2024	G
FABRICATION	2/14/2024	10/17/2024	B
25% Fabrication Completion Level	2/14/2024	4/14/2024	R
50% Fabrication Completion Level	4/15/2024	6/15/2024	O
75% Fabrication Completion Level	6/16/2024	8/16/2024	Y
100% Fabrication Completion Level	8/17/2024	10/17/2024	G
DELIVERY, INSTALLATION, & TRAINING	10/18/2024	12/31/2024	B
Testing & Prepare for Delivery	10/18/2024	11/18/2024	R
On-Site Installation	11/19/2024	12/10/2024	Y
On-Site Training	12/11/2024	12/31/2024	G



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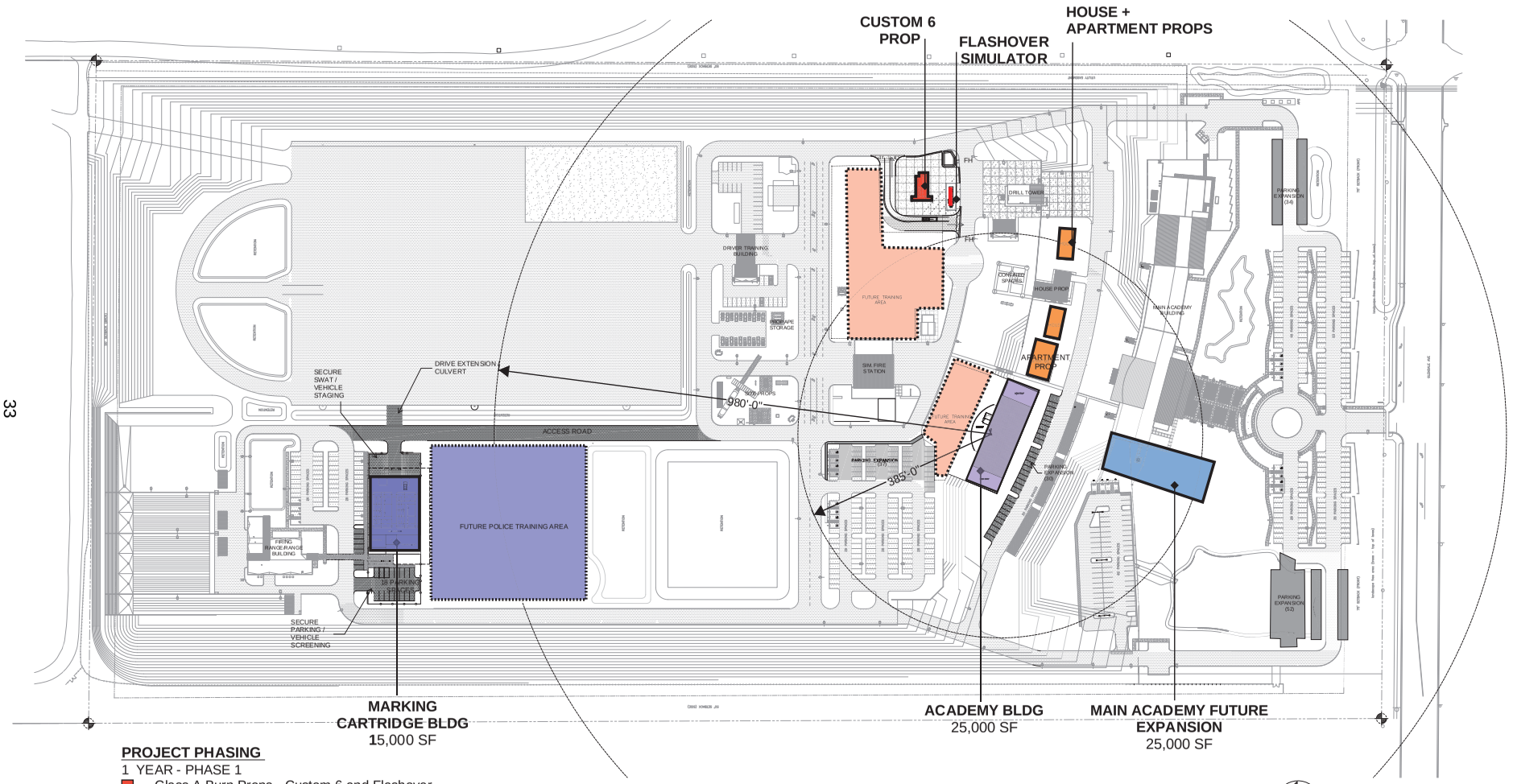
GRPSTC MASTER PLAN UPDATE + PHASING PLAN



PROJECT PHASING

1 YEAR - PHASE 1
- Class A Burn Props - Custom 6 and Flashover

2-5 YEARS - PHASE 2
- Marking Cartridge Building - 15,000 SF - Parking Expansion
- Police and Fire Academy Building - 25,000 SF - Parking Expansion
- Fire Apartment and House Props

5-10 YEARS - PHASE 3
- Future Fire Training Prop Area
- Future Police Training Area

10-20 YEARS PHASE 4
- Main Campus Building Expansion - Parking Expansion

OVERALL MASTERPLAN - OPTION 4

0' 40' 80' 120' 160' 400'

date	03-19-24
job no.	231208
drawn by	LE
checked by	LE/RJ
SHEET TITLE	
REVISIONS	

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GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTER PLAN UPDATE

11550 W. GLENDALE AVE.

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1730 EAST NORTHERN PHOENIX, AZ
ARCHITECTURE PLANNING INTERIORS CONSTRUCTION MGMT.

SCHEMATIC

GRPSTC MASTER PLAN EXPANSION - SOUTH EAST AERIAL VIEW

PROJECT PHASING

1 YEAR - PHASE 1
- Class A Burn Props - Custom 6 and Flashover

2-5 YEARS - PHASE 2
- Marking Cartridge Building - 15,000 SF - Parking Expansion
- Police and Fire Academy Building - 25,000 SF - Parking Expansion
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10-20 YEARS PHASE 4
- Main Campus Building Expansion - Parking Expansion

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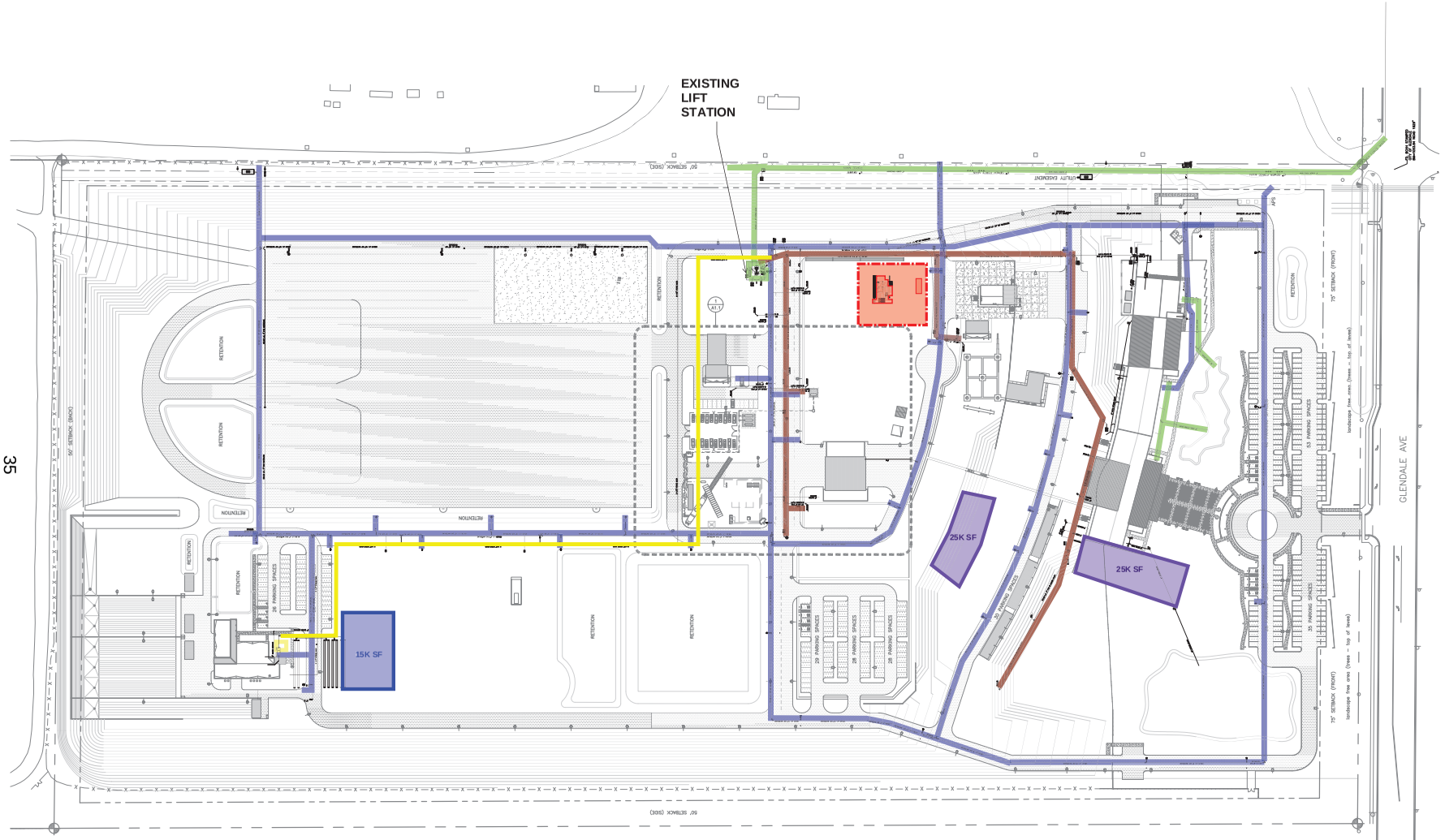
GRPSTC SITE UTILITY INFRASTRUCTURE



UTILITY OVERLAY

- EXISTING WATER / FIRE
- EXISTING FORCE MAIN
- EXISTING GRAVITY SEWER
- NEW FORCE MAIN / EJECTOR

OVERALL MASTERPLAN - OPTION 4

0' 40' 80' 120' 160' 400'

date	03-19-24
job no.	231208
drawn by	LE
checked by	LE/RJ
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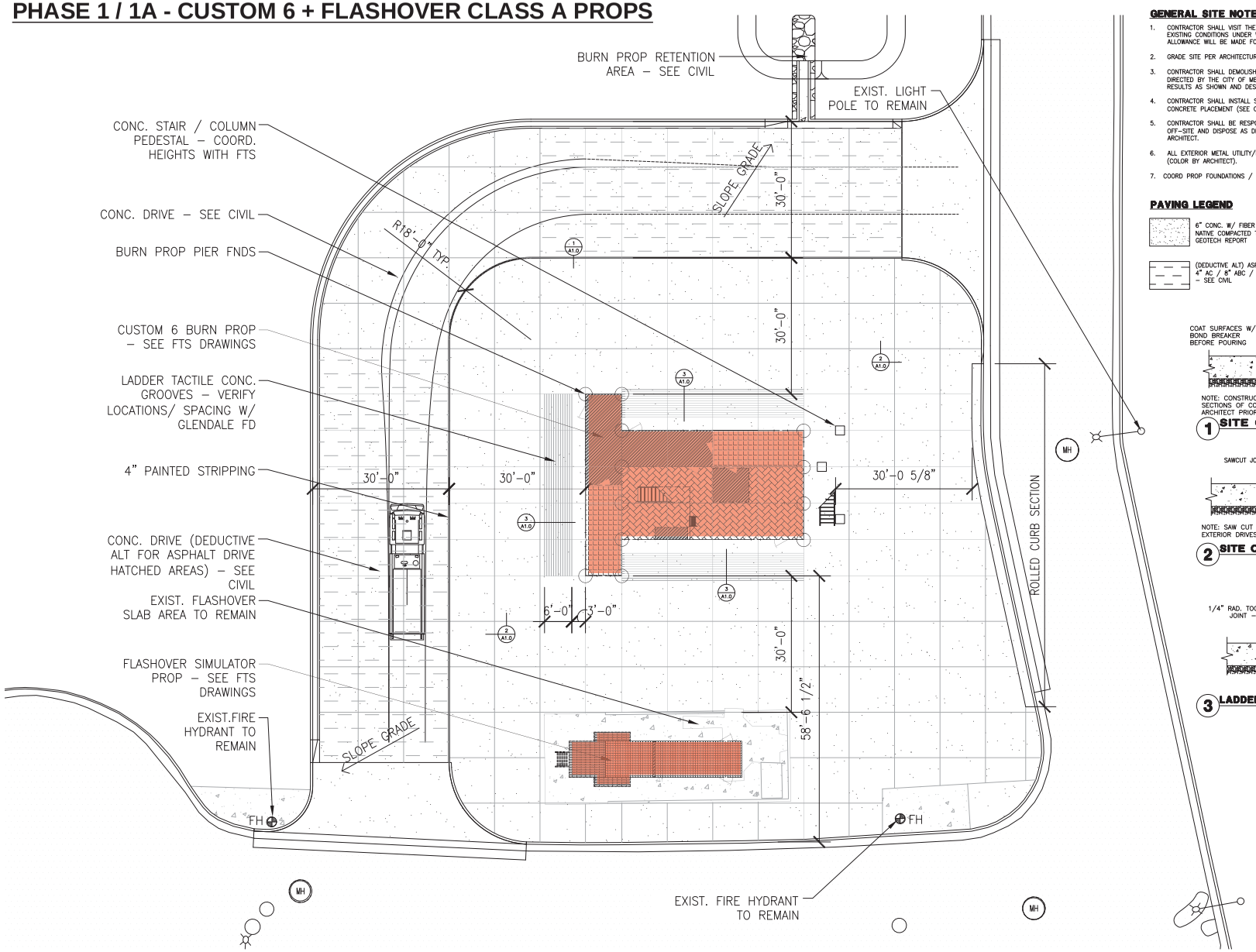
PHASE 1 / 1A - CUSTOM 6 + FLASHOVER CLASS A PROPS



FLOOR - SITE PLAN

0' 5' 10' 15' 20' 50'

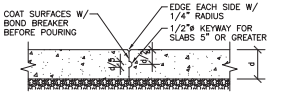
GENERAL SITE NOTES:

1. CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS UNDER WHICH HE IS TO PERFORM HIS WORK. NO ALLOWANCE WILL BE MADE FOR FAILURE TO COMPLY.
2. GRADE SITE PER ARCHITECTURAL AND CIVIL DRAWINGS (U.O.N.)
3. CONTRACTOR SHALL DEMOLISH AND/OR CONSTRUCT AS REQUIRED AND DIRECTED BY THE CITY OF MESA AND/OR ARCHITECT TO ACHIEVE FINAL RESULTS AS SHOWN AND DESCRIBED IN CONTRACT DOCUMENTS.
4. CONTRACTOR SHALL INSTALL SLEEVES FOR ELECTRIC LINES PRIOR TO CONCRETE PLACEMENT (SEE OTHER SITE PLANS).
5. CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE UNWANTED MATERIALS OFF-SITE AND DISPOSE AS DIRECTED BY CITY OF GLENDALE AND/OR ARCHITECT.
6. ALL EXTERIOR METAL UTILITY/MECHANICAL CABINETS TO BE PAINTED. (COLOR BY ARCHITECT).
7. COORD PROP FOUNDATIONS / PROP INSTALLATION W/ FTS DRAWINGS

PAVING LEGEND

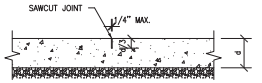
6" CONC. W/ FIBER REINFORCING / 4" ABC / NATIVE COMPACTED TO 95% – SEE CIVIL / GEOTECH REPORT

(DEDUCTIVE ALT) ASPHALT PAVEMENT (3/4" MIX) 4" AC / 8" ABC / NATIVE COMPACTED TO 95% – SEE CIVIL



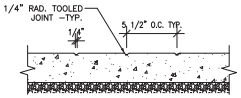
NOTE: CONSTRUCTION JOINTS SHALL OCCUR AT ALTERNATING SECTIONS OF CONCRETE, VERIFY AND COORDINATE W/ ARCHITECT PRIOR TO PLACEMENT

1 SITE CONSTRUCTION JOINT



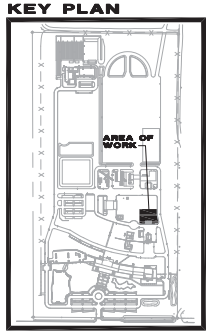
NOTE: SAW CUT JOINT SHALL OCCUR AT EXTERIOR DRIVES /APRONS

2 SITE CONTROL JOINT- SAWN



3 LADDER GROOVE JOINT - TOOLED

KEY PLAN



REGISTERED ARCHITECT CERTIFICATE NO. 45039 LANCE C. ENYART State of Registration ARIZONA, U.S.A.

EXPIRES 09/30/24

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER
CUSTOM 6 BURN PROP & FLASHOVER SIMULATOR PROP
11550 W. GLENDALE AVE. GLENDALE, AZ

LEA - ARCHITECTS, LLC
1730 EAST NORTHERN AVENUE PHOENIX, AZ
ARCHITECTURE PLANNING INTERIORS CONSTRUCTION MANAGEMENT

date	drawn by	checked	job no.
03-05-24	SC	LE/AJ	240119

SHEET TITLE

revision

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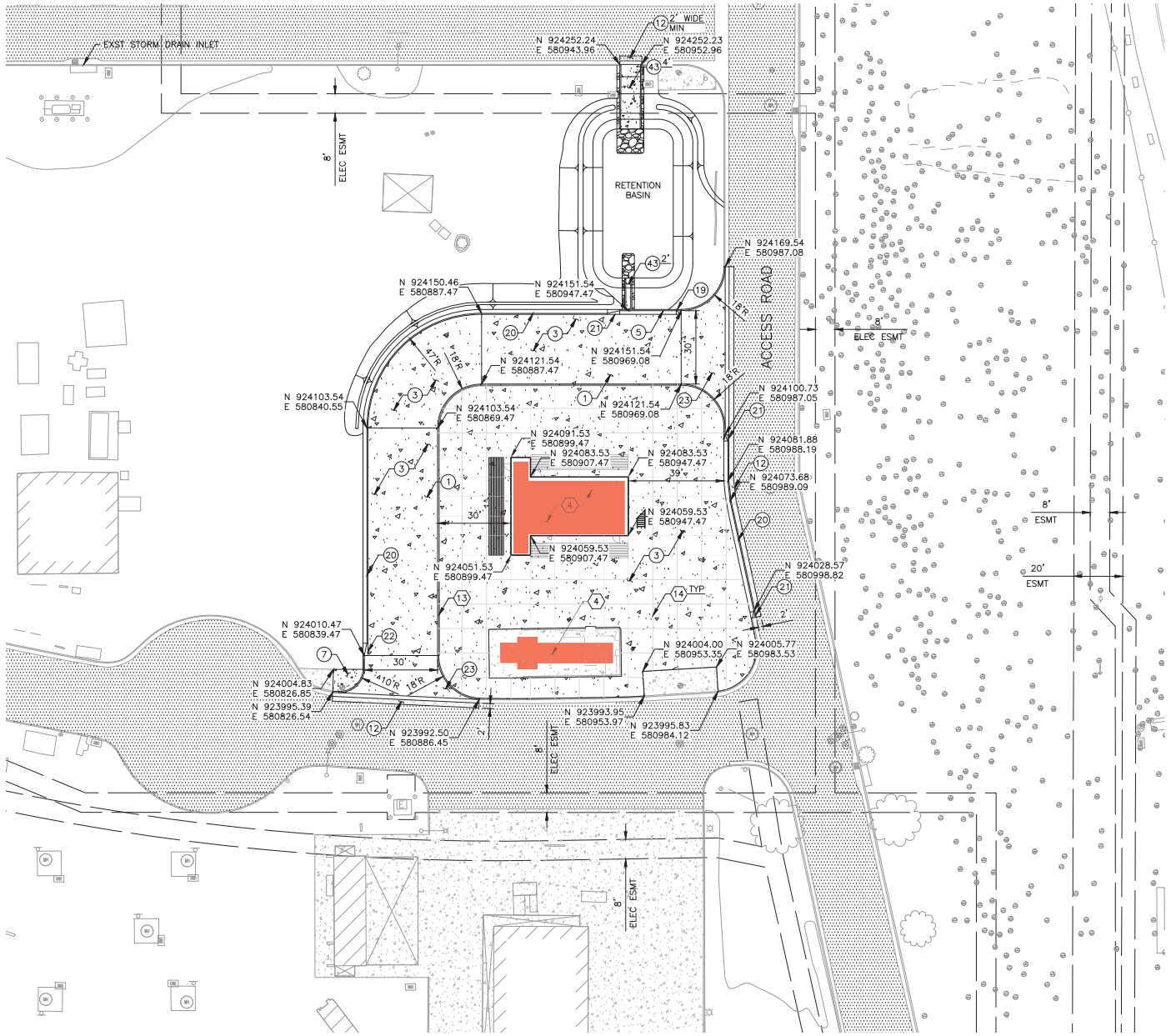
A3.0

PHASE 1 / 1A - CUSTOM 6 + FLASHOVER CLASS A PROPS



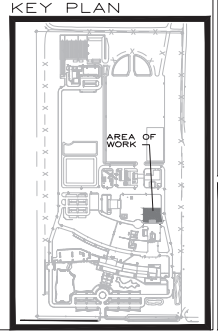
CONSTRUCTION NOTES

1. DEDUCTIVE ALTERNATE ASPHALT PAVEMENT (3/4" MIX) 4"AC/8"ABC/NATIVE COMPACTED TO 95% REFER TO GEOTECHNICAL REPORT PREPARED BY WESTERN TECHNOLOGIES DATED JAN 8, 2024
3. CONCRETE PAVEMENT 6"CONC/4"ABC/NATIVE COMPACTED TO 95% REFER TO GEOTECHNICAL REPORT PREPARED BY WESTERN TECHNOLOGIES DATED JAN 8, 2024
5. CONCRETE CURB & GUTTER MAG STD DET 220–1, TYPE A
7. CONCRETE SIDEWALK, WIDTH PER PLAN MAG STD DET 230
12. AC PAVEMENT REPLACEMENT MAG STD DET 200, TYPE B
19. CURB TERMINATION MAG STD DET 222
20. CONCRETE ROLL CURB & GUTTER MAG STD DET 220–1, TYPE C
21. CURB & GUTTER TRANSITION MAG STD DET 221
22. CURB & GUTTER TRANSITION MAG STD DET 221, MOD TYPE A TO B
23. CONCRETE DRIVEWAY COG STD DET G–458, MOD NO S/W
43. CURB OPENING & CONCRETE SPILLWAY DET 1, SHEET C5.1

REFERENCE NOTES

4. NEW TRAINING STRUCTURE REFER TO ARCHITECTURAL PLANS
13. 4" PAINT STRIPE REFER TO ARCHITECTURAL PLANS
14. CONCRETE JOINTS REFER TO ARCHITECTURAL PLANS

KEY PLAN



DIBBLE

19524 ADRIAN A. CARVAJAL

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER
CUSTOM 6 BURN PROP & FLASHOVER SIMULATOR PROP
11550 W. GLENDALE AVE. GLENDALE, AZ

LEA — ARCHITECTS, LLC
1730 EAST NORTHERN AVENUE PHOENIX, AZ
ARCHITECTURE PLANNING INTERIORS CONSTRUCTION MANAGEMENT

date 04-03-2024 | drawn by ZL | checked SD | job no. 240119

REVISION

SHEET TITLE
SITE PLAN

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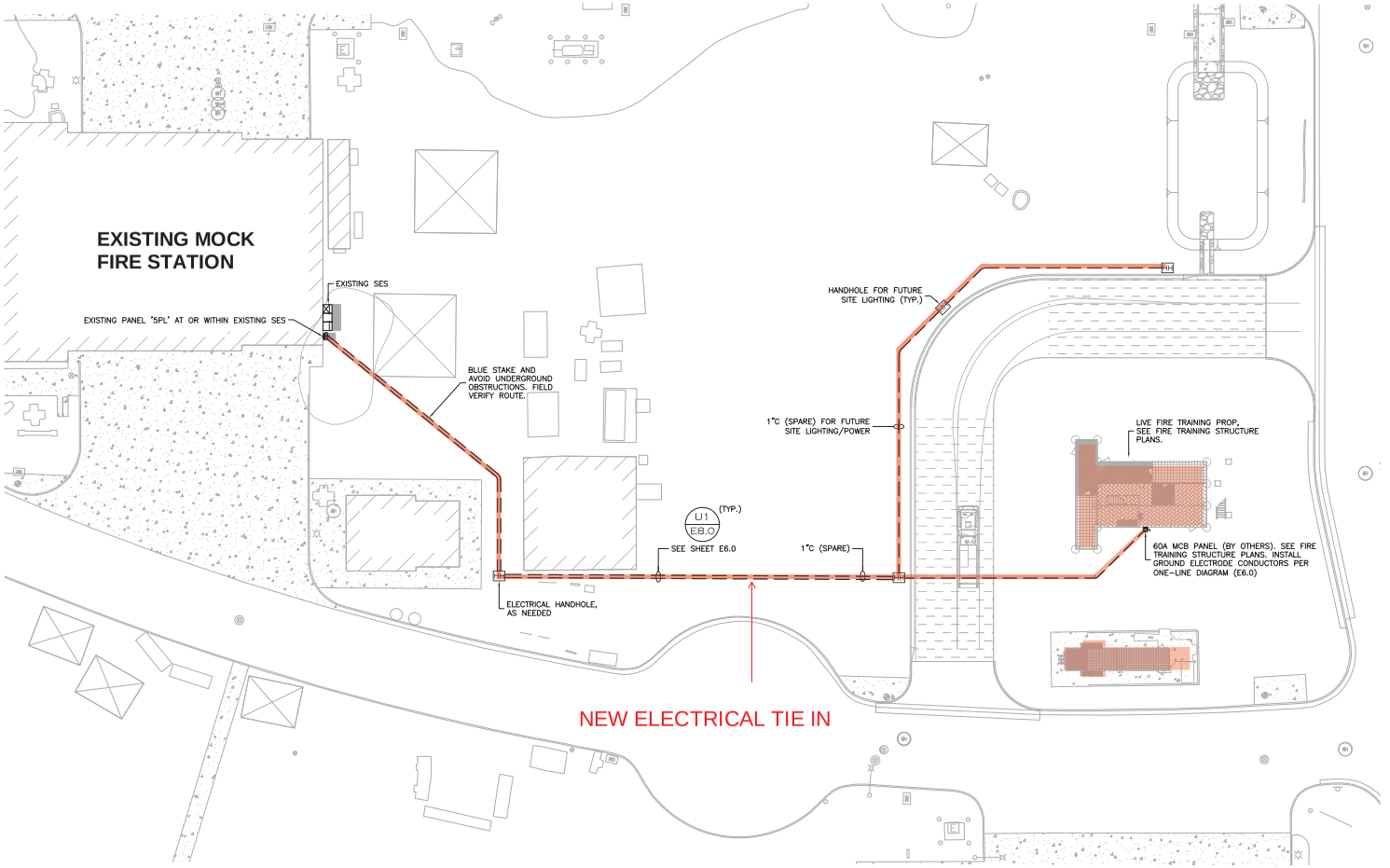
C3.1

FILEPATH:\2024\1024014_GRPSTC_Burn_Flashover_Prop_Area\CAD

PHASE 1 / 1A - CUSTOM 6 + FLASHOVER CLASS A PROPS



1 ELECTRICAL SITE PLAN
SCALE: 1"=20'-0"

GENERAL NOTES

A. REFER TO ELECTRICAL LEGEND AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

B. PROVIDE DETECTABLE UNDERGROUND LOCATION DEVICE (MIN. #18 COPPER TRACER ATTACHED AT 8FT INTERVALS) IN ALL NON-METALLIC UNDERGROUND CONDUITS PER A.R.S. 40-360.22M.

03/29/24
Registered Professional Engineer (Electrical)
CERTIFICATE NO.
30536
WILLIAM J. BETHURUM, IV
SEAL EXPIRES: 09/30/26

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER
CUSTOM 6 BURN PROP & FLASHOVER SIMULATOR PROP
11550 W. GLENDALE AVE. GLENDALE, AZ

LEA - ARCHITECTS, LLC
1730 EAST NORTHERN AVENUE PHOENIX, AZ
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date	drawn by	checked	job no.
03-22-24	ES/AO/JG	WB	240119

SHEET TITLE
ELECTRICAL SITE PLAN

no.	REVISION

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E1.0

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

03.30.24
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1730 E. Northern Avenue, Ste. 120, Phoenix, AZ 85020
Tel. (480) 659-0511, VoltaUS.com
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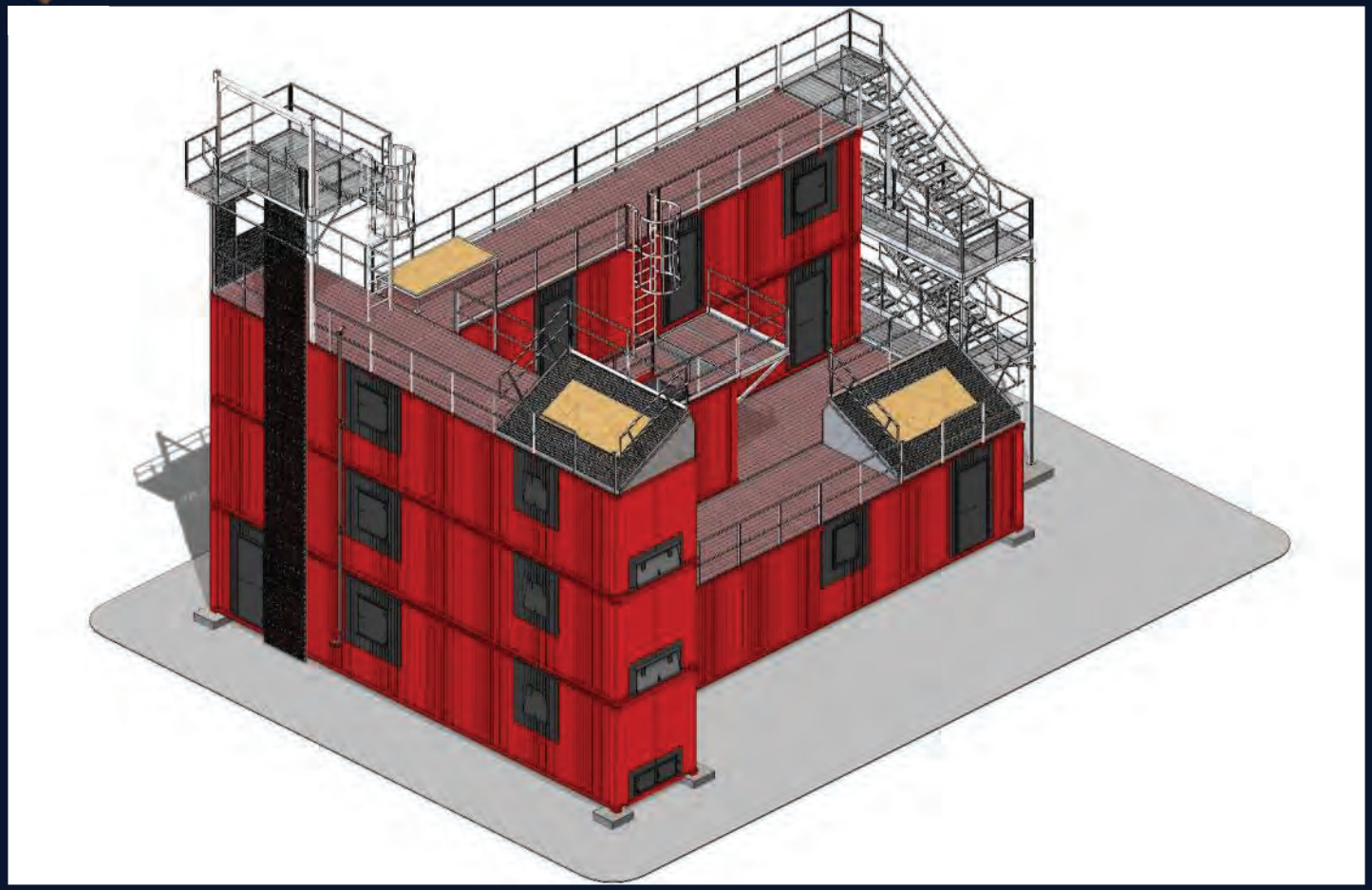

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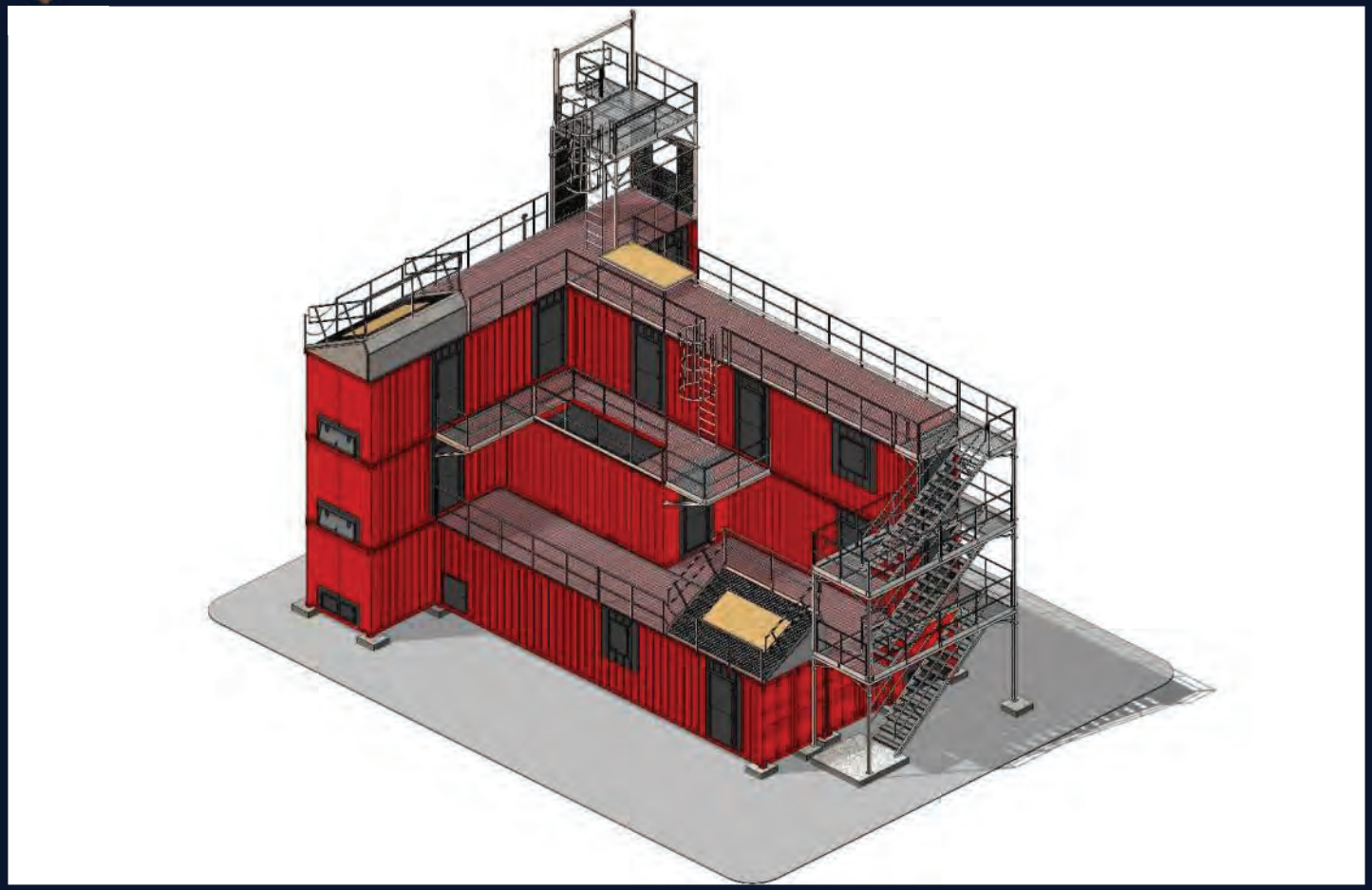

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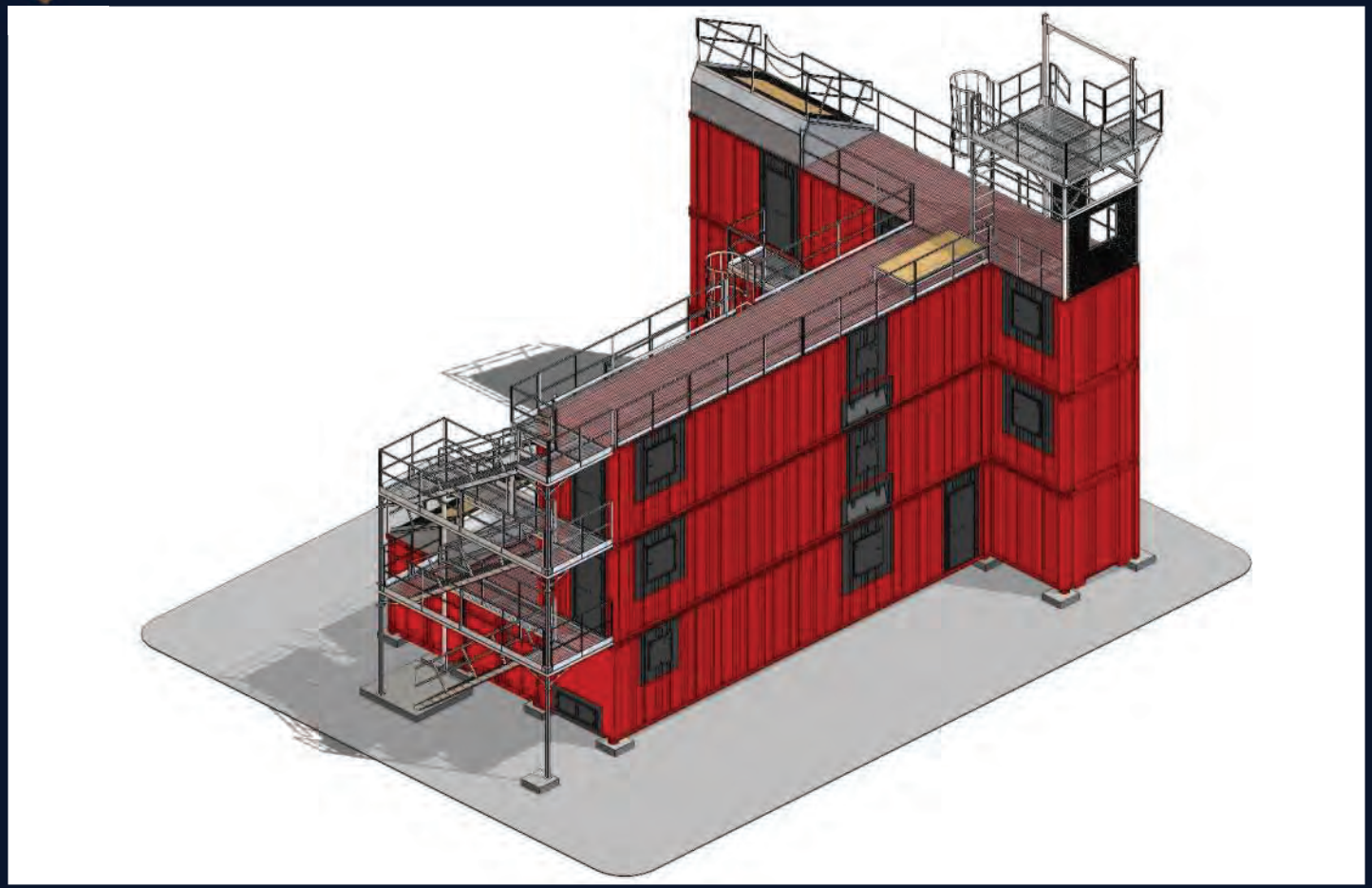

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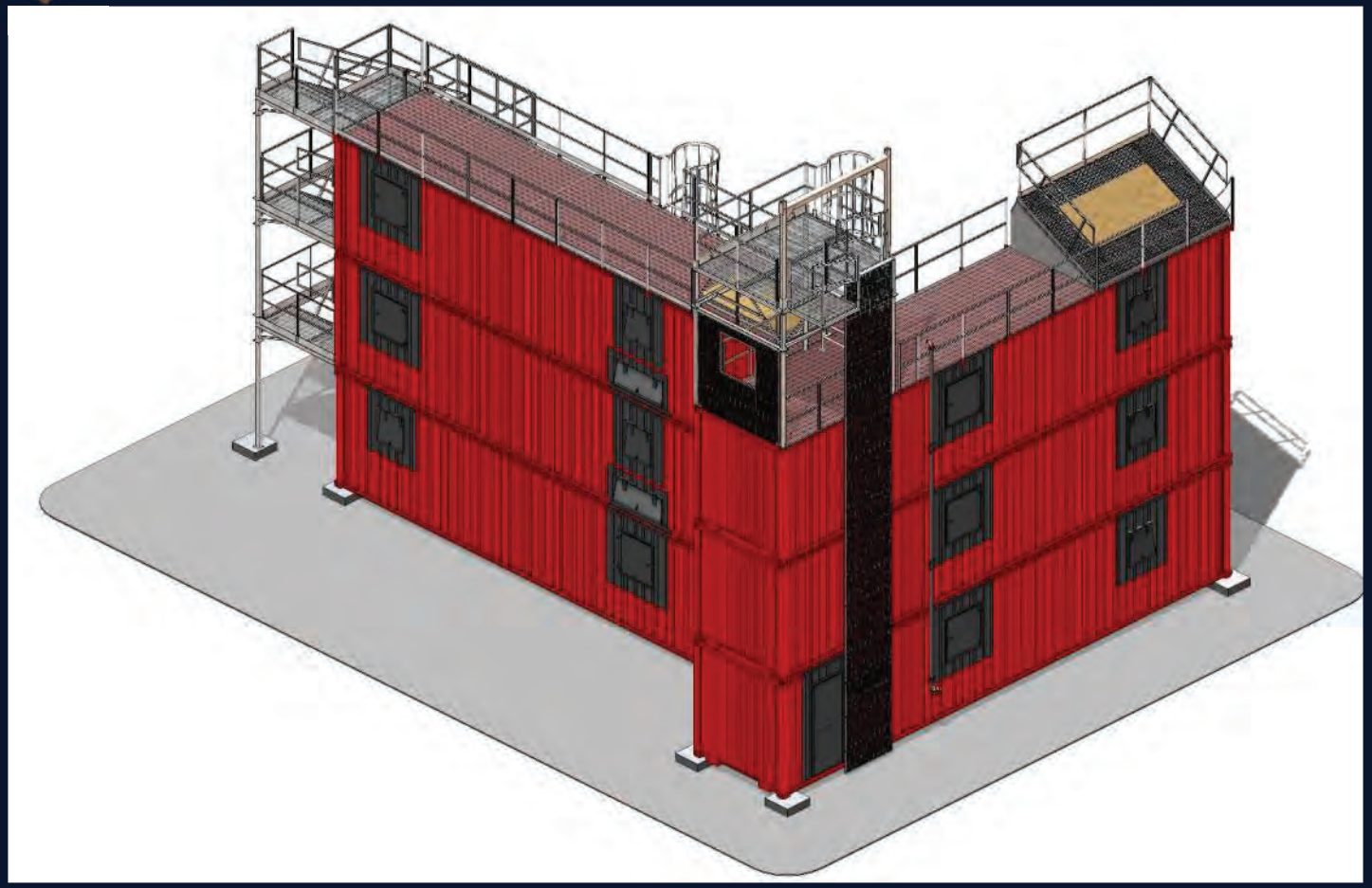

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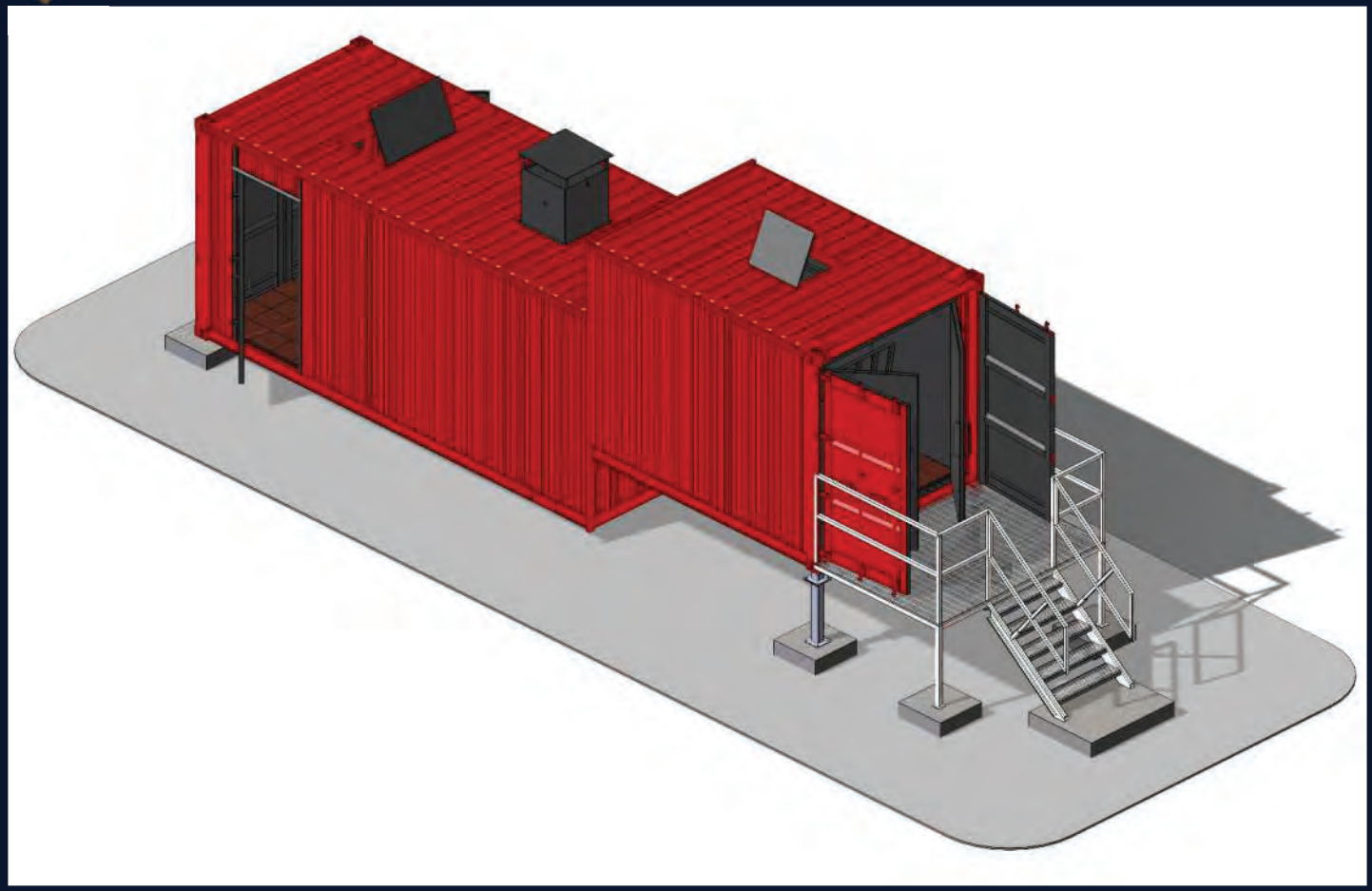
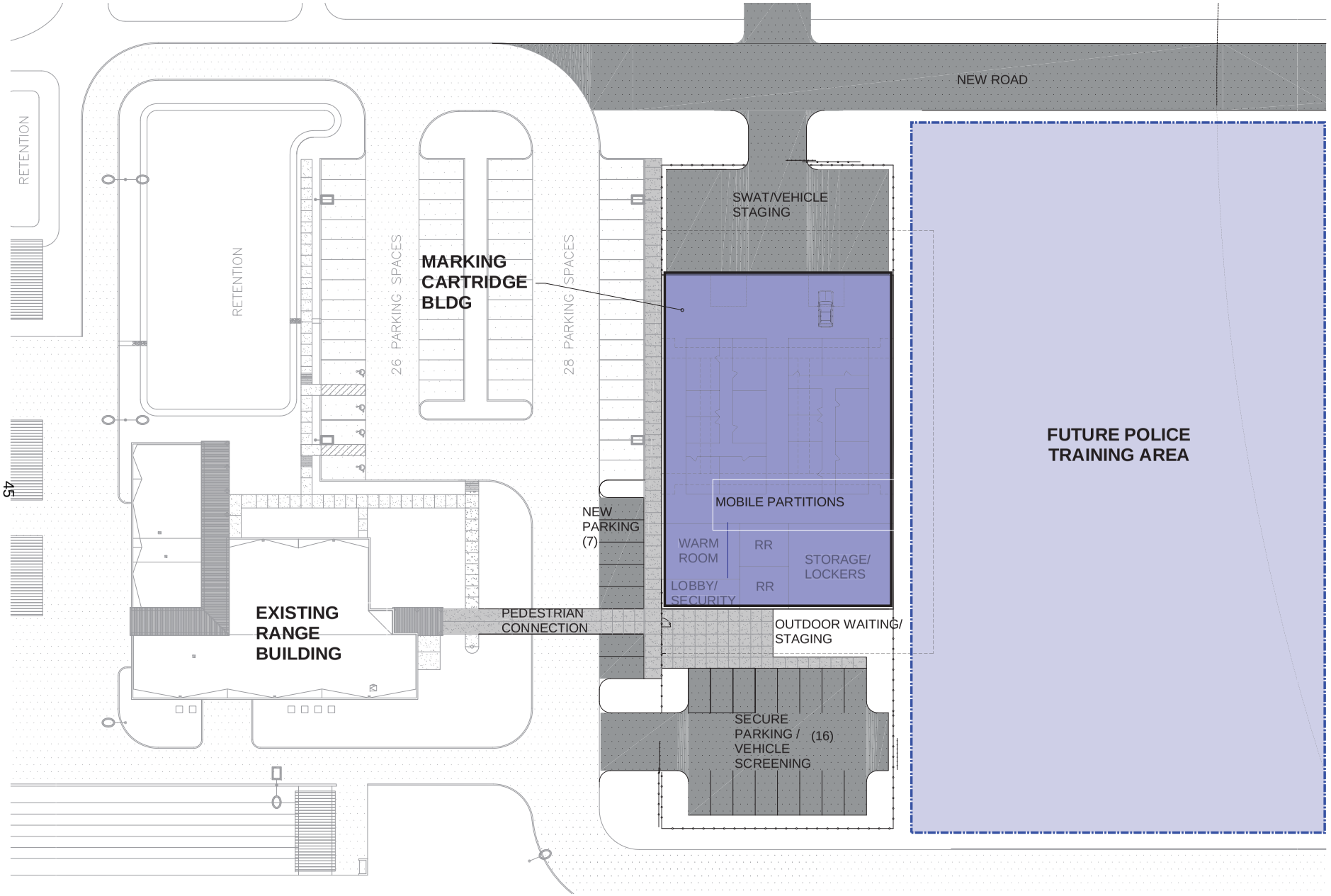


GRPSTC CITY OF GLENDALE, AZ
TRAINING FACILITY

PHASE 2A - MARKING CARTRIDGE BUILDING - PHASE 3B FUTURE POLICE TRANING AREA



MARKING CARTRIDGE AREA - OPTION 4

0' 16' 32' 48' 64' 128'

date 03-19-24	job no. 221205
drawn by LE	checked by LE/RJ
SHEET TITLE	
revision	

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTERPLAN UPDATE

11550 W. GLENDALE AVE.

LEA / LAWRENCE ENYART ARCHITECTS
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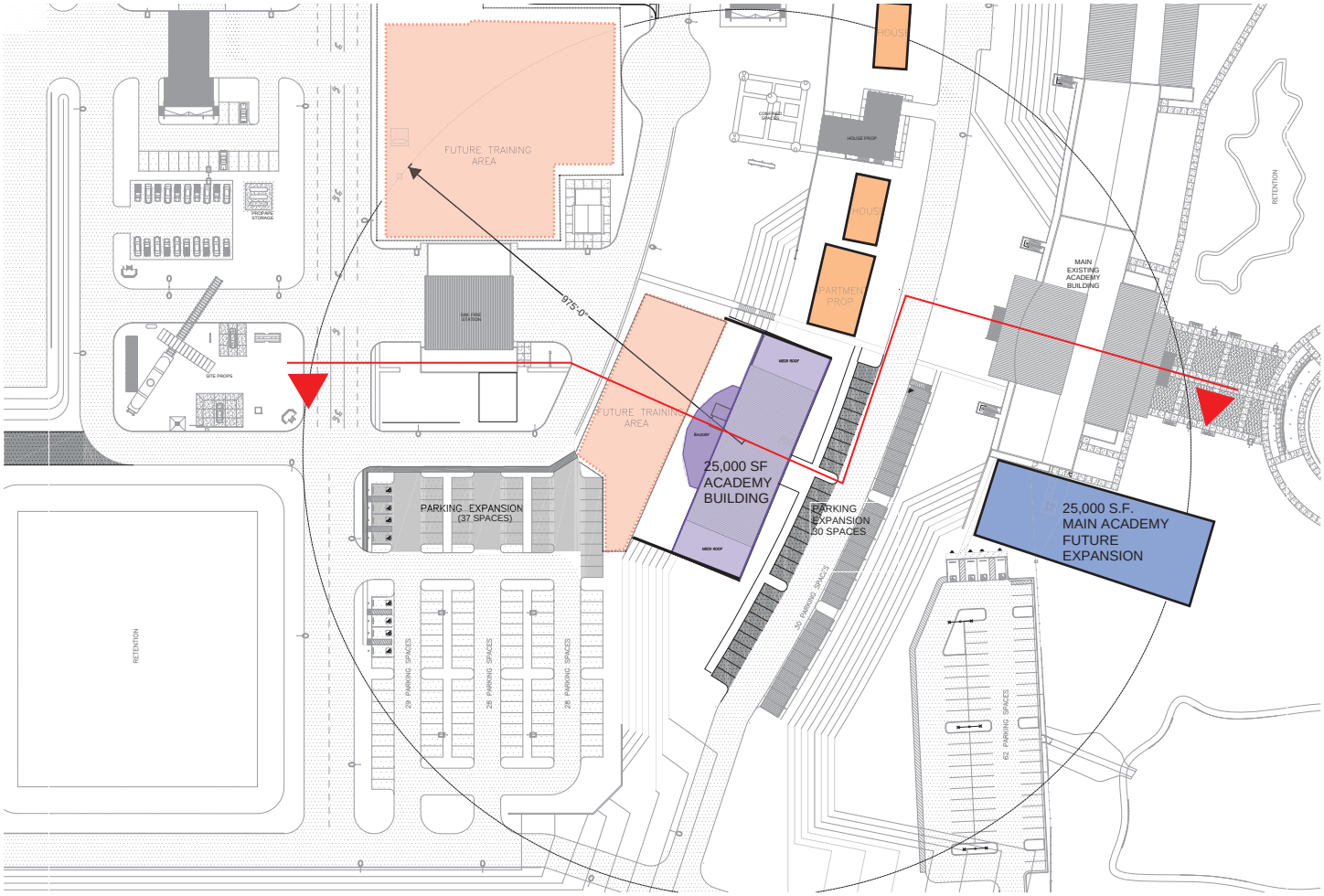
PHASE 2B - POLICE AND FIRE ACADEMY BUILDINNG - PHASE 2C - RES. FIRE PROPS - PHASE 3A FIRE TRAINING AREA - PHASE 4 MAIN CAMPUS BUILDING EXPANSION



ACADEMY BUILDING/MAIN ACADEMY EXPANSION - OPTION 4

0' 16' 32' 48' 64' 128'

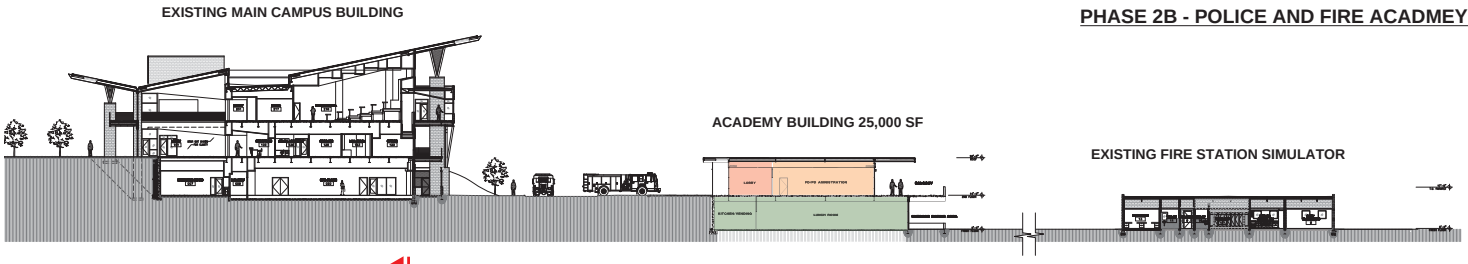
GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTERPLAN UPDATE

11550 W. GLENDALE AVE.

LEA / LAWRENCE ENYART ARCHITECTS
1730 EAST NORTHERN PHOENIX, AZ

SCHEMATIC

PHASE 2B - POLICE AND FIRE ACADMEY BUILDINNG



OVERALL SITE SECTION

0 16' 32' 64'

SCALE: 1/16" = 1'-0"

PROGRAMMING:

- CLASSROOM
- ASSEMBLY
- ADMINISTRATION
- CIRCULATION
- UTILITY/STORAGE
- RESTROOM/LOCKER
- PHYSICAL CONDITIONING

GRPSTC MASTER PLAN EXPANSION - NORTH WEST AERIAL VIEW

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTERPLAN UPDATE

11580 W. GLENDALE AVE.

LEA / LAWRENCE ENYART ARCHITECTS

1750 EAST NORTHERN PHOENIX, AZ

SCHEMATIC

GRPSTC MASTER PLAN UPDATE COST SUMMARY

Description	Amount	Cost/S.F.
Phase 1- Site improvements for Custom 6 Tower and Flashover Prop.	$1,080,912	$33.48
Phase 1A -Owners allowance for Custom 6 and Flashover Props	$2,200,000	
Phase 2A- Marking Cartridge Building (15,000 SF) & Parking Expansion	$7,551,291	$424.64
Phase 2A -Force Main Sewer & Pumps	$241,849	
Phase 2B- Police & Fire Academy Building(25,000 SF) & Parking Expansion	$13,900,111	$521.67
Phase 2C - Fire House Props (2 Required)	$2,033,409	$508.35
Phase 2D - Fire Apartment and House Props	$2,824,690	$353.09
Phase 3A- Future Fire Training Prop Area. Site improvements only, props TBD not included	$2,349,588	$42.31
Phase 3B -Future Police Training Prop Area. Site improvements only ,props TBD not included	$3,852,512	$41.88
Phase 4 -Main Campus Building Expansion & Parking Expansion	$17,944,018	$676.28
Total	**$53,978,379**	

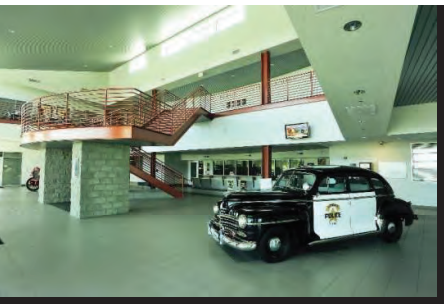
PROJECT PHASING

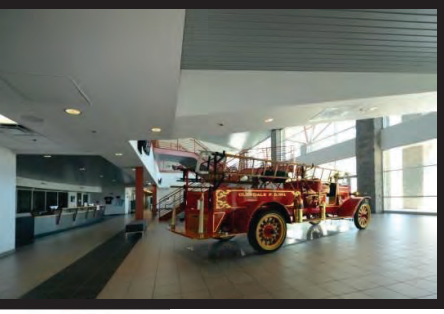
1 YEAR - PHASE 1
- Class A Burn Props - Custom 6 and Flashover

2-5 YEARS - PHASE 2
- Marking Cartridge Building - 15,000 SF - Parking Expansion
- Police and Fire Academy Building - 25,000 SF - Parking Expansion
- Fire Apartment and House Props

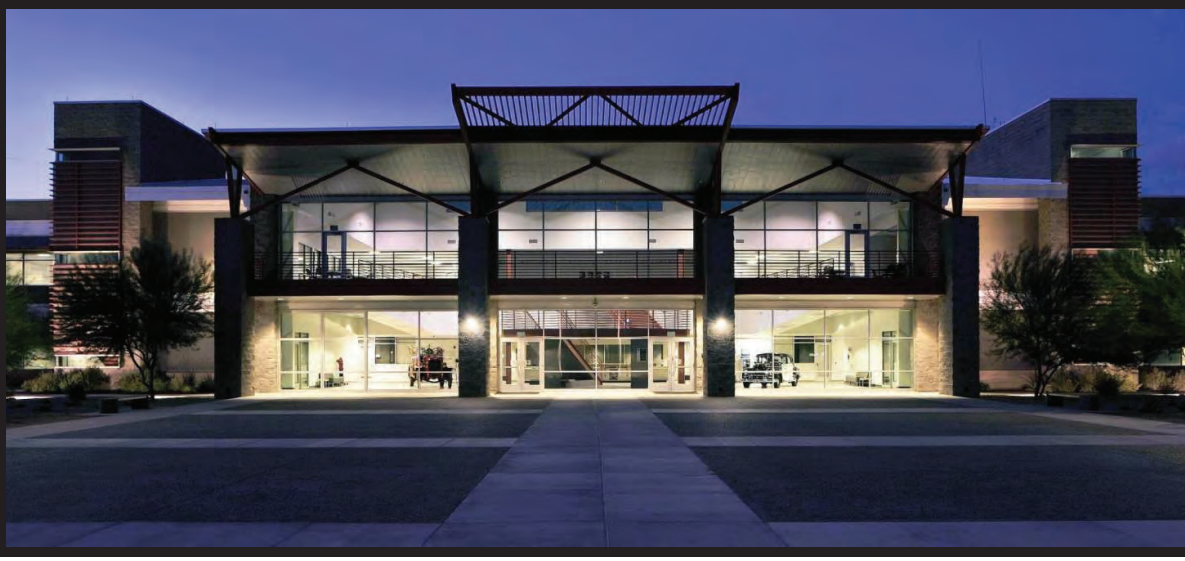
5-10 YEARS - PHASE 3
- Future Fire Training Prop Area
- Future Police Training Area

10-20 YEARS PHASE 4
- Main Campus Building Expansion - Parking Expansion





GRPSTC - Joint Use Training Center Master Plan Update



LEA Architects, LLC

RESOLUTION # 2024-133

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF AVONDALE, AND THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOR THE GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER.

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

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the use of the regional training center to provide training and educational programs for public safety staff; and

WHEREAS, as a partnering agency to this agreement, the City of Surprise will have priority status in meeting the training and educational needs of the public safety staff.

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

Section 1. The Intergovernmental Agreement between and among the City of Glendale, the City of Peoria, the City of Surprise, the City of Avondale, and the Maricopa County Community College District, 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:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

RESOLUTION # 2024-133
EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE CITY OF GLENDALE, THE CITY OF PEORIA, THE CITY OF AVONDALE, AND THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Brenden Espie, FIRE CHIEF
District: Internal

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

Agenda Wording:
Consideration and action pertaining to acceptance of a grant award from the Arizona Department of Homeland Security and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $16,000 for personal protective equipment; Resolution #2024-181.

Motion:
I move to approve Resolution #2024-181.

Background:
For several years, the Surprise Fire-Medical Department (SFMD) has been successful in obtaining grant funding from the Arizona Department of Homeland Security (AZDOHS) to sustain the department's CBRNE (Chemical, Biological, Radiological, Nuclear and Explosives) program, equipment and training needs. This year the department is receiving FFY24 AZDOHS funding to purchase equipment to support the department's hazardous materials response team.

Objective Analysis:
Accepting the grant funding from AZDOHS will provide the department with new personal protective equipment for the hazardous materials response team.

Policy Compliant:
The action is compliant with City and Council policies.

Financial Impact:
Acceptance of this one-time grant award totaling $16,000 will allow for the purchase of equipment to support the current SFMD Hazmat Team. There is no city-match requirement.

Budget Impact:
The FY2025 adopted budget did not include appropriations for revenue and expenses related to the AZDOHS grant awarded to the Fire-Medical department. Acceptance of the grant will require an amendment to the Fiscal Year 2025 budget by moving budget authority of $16,000 from General Contingency to Project G34196 in the Grants Fund. The awarded grant will purchase new equipment to protect our firefighters in hazardous materials incidents. This action represents a transfer of spending

authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. 24.11.04 Resolution No. 2024-181 - FFY24 AZDOHS Grant-FINAL
2. 240821-01_Surprise FMD_Award Letter
3. 240821-01_Surprise FMD_Subrecipient Agreement

RESOLUTION # 2024-181

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE SUBRECIPIENT AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY, ACCEPTING A GRANT IN THE AMOUNT OF $16,000, AND AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF $16,000 FROM GENERAL CONTINGENCY TO PROJECT G34196 WITHIN THE GRANTS FUND TO SUSTAIN THE DEPARTMENT'S HAZARDOUS MATERIALS RESPONSE TEAM.

WHEREAS, the State of Arizona Department of Homeland Security has awarded the City of Surprise Fire-Medical Department an FFY2024 Homeland Security Grant Program Award - Reallocation in the amount of $16,000 to purchase personal protective equipment for the hazardous materials response team;

WHEREAS, the City desires to accept the grant funding from the Arizona Department of Homeland Security in the amount of $16,000;

WHEREAS, the FY2025 budget 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

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 Fiscal Year 2025 budget for the fiscal year July 1, 2024, through June 30, 2025.

Section 2. The Subrecipient Agreement between Arizona Department of Homeland Security and the City of Surprise attached as *Exhibit B* is approved. The City Manager, or his designees, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____day of _____, 2024.

_____
Skip Hall, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

RESOLUTION # 2024-181
Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of $16,000 from General Contingency to project G34196 in the Grants Fund to cover expenses associated with the acceptance of a grant from the Arizona Department of Homeland Security to support the Fire-Medical Department's HazMat Response Team. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Contingency	General Operations	Contingency	E	80,159,700	(16,000)	80,143,700
Grants	Fire - Medical	#G34196 FFY24 AZDOHS CBRNE	E	-	16,000	16,000
Contingency	General Operations	Other	R	78,476,900	(16,000)	78,460,900
Grants	Fire - Medical	#G34196 FFY24 AZDOHS CBRNE	R	-	16,000	16,000
			Expense Total	**80,159,700**	**-**	**80,159,700**
			Revenue Total	**78,476,900**	**-**	**78,476,900**

Exhibit B

Subrecipient Agreement-Reallocation

24-AZDOHS-HSGP-240821-01

State of Arizona
Department of Homeland Security

Governor
Katie Hobbs

Director
Kim O'Connor

September 30, 2024

Fire Chief Brenden Espie
Surprise Fire-Medical Department
14250 W Statler Plaza Suite 101
Surprise, AZ 85374-7473

Subject: FFY 2024 Homeland Security Grant Program Award
Subrecipient Agreement Number: **240821-01**
Project Title: **City of Surprise Fire-Medical CBRNE Sustainment**

Dear Fire Chief Brenden Espie,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**City of Surprise Fire-Medical CBRNE Sustainment**" has been **partially funded** under the 2024 Urban Area Security Initiative Grant Program for **$16,000**. The grant performance period is ***October 1, 2024 to September 30, 2025***. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2024 federal award date as indicated in the U.S. DHS award package is 9/19/2024 with a total amount of funding of $23,885,198.00. The Federal Award Identification Number is EMW-2024-SS-05080.

To access your award documentation:
Log-in to the AZDOHS portal at https://azdohs.gov/user. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:
The following action items must be downloaded, completed, signed and returned to AZDOHS. Specific information regarding the mode of submission for the following requirements is located in the portal:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing section 51.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2025, this award is rescinded and the funds will be reallocated.**

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2024. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Kim O'Connor
Director

SUBRECIPIENT AGREEMENT

24-AZDOHS-HSGP-240821-01

Between

The Arizona Department of Homeland Security

And

Surprise Fire-Medical Department (UEI: CNDLLN6WTTE3)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **October 1, 2024** and shall terminate on **September 30, 2025**. The obligations of Subrecipient herein survive termination of this Agreement.

3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"City of Surprise Fire-Medical CBRNE Sustainment"** and funded at **$16,000** (as may have been modified by the award letter).

4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2024-SS-05080 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **$16,000** to Subrecipient under this Agreement.

   Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grant-program-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final

Amendment_GPD_final_508.pdf and https://azdohs.gov/environmental-and-historic-preservation-ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program -forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately

submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grant-program-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. **Audit/Monitoring**

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and

information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/services/government/swic); and (d) Arizona's State Interoperable Priority Programming Guide (https://www.azdps.gov/services/government/swic).

20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.

23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including

2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:

a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and the resources at *http://www.lep.gov*);

c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (https://azgovernor.gov/governor/executive-order/2020-09) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise

provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf).

29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**

a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.

e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et*

seq.). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executive-order-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html) and US Executive Order 12689 (https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO %2012689%20Debarment%20and%20Suspension.pdf) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942).

u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "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 the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to

AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1802 West Jackson, #117
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Mailing Address Above

Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	**FOR AND BEHALF OF THE**
Enter Agency Name Above	Arizona Department of Homeland Security
Authorized Signature Above	
Print Name & Title Above	Susan Dzbanko, Deputy Director
Enter Date Above	Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to authorizing acceptance of six (6) grant awards from the Arizona Governor's Office of Highway Safety (GOHS); approval of a Fiscal Year 2025 budget amendment moving budget authority in the amount of $250,300; and amending the Fiscal Year 2025 Contract Awarding Authority List; Resolution #2024-170.

Motion:
I move to approve Resolution #2024-170.

Background:
The Surprise Police Department applied for FFY2025 grant funding from the Arizona Governor's Office of Highway Safety (GOHS) and was awarded the following six (6) grants totaling $250,098: 1) Accident Investigation OT, Professional Outside Services. 2) DUI Enforcement OT, Capital Outlay. 3) Motorcycle Safety Awareness OT, Travel, Materials and Supplies. 4) Occupant Protection Enforcement OT, Professional Outside Services, Materials and Supplies. 5) Pedestrian and Bicycle Safety Enforcement OT, Materials and Supplies. 6) Select Traffic Enforcement (STEP) OT.

Objective Analysis:
Acceptance of these six (6) grants will produce many positive impacts to the community. DUI driving will be prosecuted and discouraged by traffic task force operations. Awareness programs will help support improved enforcement of impaired driving. speeding, distracted driving, bicycle pedestrian safety, seat belt usage, child safety seat usage, motorcycle safety, and citizen education regarding these matters.

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

Financial Impact:
This action will authorize the acceptance of six (6) one-time grant awards totaling $250,098 to provide overtime, education, travel, materials and supplies, and capital outlay for DUI/impaired driving, speeding distracted driving enforcement, bicycle pedestrian safety, seat belt usage, child safety usage,

motorcycle safety and citizen education throughout the City of Surprise. There is no city-match requirement.

Budget Impact:

The FY2025 adopted budget did not include appropriations for revenue and expenses related to the FFY2025 GOHS six (6) grant awards to the Police Department. Acceptance of these grants will require an amendment to the FY2025 budget by moving budget authority of $250,300 from General Contingency to Projects within the Grants Fund as follows: $21,400 to Project G31415, $76,200 to Project G31142, $52,700 to Project G31396, $38,000 to Project G31359, $32,000 to Project G31327, and $30,000 to Project G31317. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

The number of full-time equivalents (FTE) is not impacted by this action.

ATTACHMENTS:

1. Surprise PD 2025-PTS-061 Signature Letter
2. Surprise PD 2025-PTS-061 Grant Agreement
3. Surprise PD 2025-MC-003 Signature Letter
4. Surprise PD 2025-MC-003 Grant Agreement
5. Surprise PD 2025-AI-017 Signature Letter
6. Surprise PD 2025-AI-017 Grant Agreement
7. Surprise PD 2025-405g-013 Signature Letter
8. Surprise PD 2025-405g-013 Grant Agreement
9. Surprise PD 2025-405d-040 Signature Letter
10. Surprise PD 2025-405d-040 Grant Agreement
11. Surprise PD 2025-405b-011 Signature Letter
12. Surprise PD 2025-405b-011 Grant Agreement
13. 24.09.30_Res 2024-170_GOHS FY25 revised100724

KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:
Grant Agreement Number: 2025-PTS-061
Total Estimated Costs: $30,000.00
Purpose of Project: STEP Enforcement Overtime

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires **one single-sided copy** with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 25);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please ***do not*** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,

J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

9/23/24
Date

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A37525300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** Surprise Police Department	**GOHS GRANT NUMBER:** **2025-PTS-061**
	ADDRESS 14250 W. Statler Plaza, Surprise, AZ 85374	**PROGRAM AREA:** **402-PTS**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Dr., Surprise, AZ 85374	**3. PROJECT TITLE:** STEP Enforcement Overtime
4.	**GUIDELINES:** 402–Police Traffic Services (PTS)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Surprise.

	6. BUDGET COST CATEGORY	**Project Period FFY 2025**
I.	**Personnel Services**	$30,000.00
II.	**Employee Related Expenses (0%)**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$30,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2025
CURRENT GRANT PERIOD	**FROM:** 10-01-2024	**TO:** 09-30-2025

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $30,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 162

Total Population in city/town or county: 163,000

Total Road Mileage: Highway: 39 Local: 1,558 Total: 1,597

	2022	2021	2020
Total Crashes	1392	1401	1140
Total Injury Crashes	147	130	21
Total Fatal Crashes	9	3	9
Total Impaired-related Crashes	41	53	53
Total Impaired-related Serious Injuries	11	8	7
Total Impaired-related Fatalities	1	1	3
Total Speed-related Crashes	41	33	222
Total Speed-related Serious Injuries	6	0	5
Total Speed-related Fatalities	5	1	2

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. The City of Surprise was one of the first municipalities in Arizona to put pass a Distracted Driving Ordinance. They, at the Surprise PD, made distracted driving an emphasis for their enforcement and continue to do so with the new state statute. They have found the use of unmarked vehicles are the most effective tool in enforcing the Distracted Driving Law. They will continue to use the FY22 grant funded vehicle for this grant.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Police Traffic Services (PTS) program to enforce speed, aggressive driving, and distracted driving within the City of Surprise. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing aggressive drivers from the roadway and ensuring traffic law compliance through highly effective enforcement.

PROGRAM MEASURES:

Agency Goals:

To decrease the number of speeding-related crashes 10% from 41 during calendar year 2023 to 37 by December 31, 2025.

To decrease the number of serious injuries in speeding-related crashes 15% from 6 in calendar year 2023 to 5 by December 31, 2025.

To decrease the number of fatalities in speeding-related crashes 20% from 5 in calendar year 2023 to 4 by December 31, 2025.

Grant Agreement Objectives:

To increase the number of speeding and aggressive driving citations 5% from 4,791 during Calendar Year 2023 to 5,030 during FFY 2025.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2025.

Additional Grant Agreement Objectives:

1. To increase the total contacts (Traffic Stops) 5% from 11,194 during calendar year 2022 to 11,754 during FFY 2025.
2. To increase the number of other citations (except speed) 5% from 3,658 during calendar year 2023 to 3,841 during FFY 2025.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) to enhance STEP Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.
The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and

mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2024)	January 30, 2025
2nd Quarterly Report and RCI (January 1 to March 31, 2025)	April 20, 2025
3rd Quarterly Report and RCI (April 1 to June 30, 2025)	July 20, 2025
4th Quarterly Report and RCI (July 1 to September 30, 2025)	**October 15, 2025**
Final Statement of Accomplishments	**October 15, 2025**

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th**). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A

	phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$30,000.00
II.	Employee Related Expenses (ERE) (0%)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$30,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of $30,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award*s:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant

agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the

event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by

AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude

any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal 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 record, making false statements, or receiving stolen property;

3. 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 (1)(b) of this certification; and

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

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Benny Piña, Chief Surprise Police Department	Bob Wingenroth, City Manager City of Surprise
_____	_____
_____	_____
Date Telephone	Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

2. **Agency's Fiscal Contact:**

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

4. ***Unique Entity Identifier:***

   _____
   (Unique Entity Identifier #)

   _____
   (Registered Address & Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$30,000.00**

3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:
Grant Agreement Number: 2025-MC-003
Total Estimated Costs: $52,607.00
Purpose of Project: Motorcycle Safety Education and Awareness, Travel I/S- Champion Rider School Litchfield, AZ, M & S- Cones, Cone Bars

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires **one single-sided copy** with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 24);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please ***do not*** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,

J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

9/23/24
Date

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A37525300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** Surprise Police Department	**GOHS GRANT NUMBER:** **2025-MC-003**
	ADDRESS 14250 W. Statler Plaza, Surprise, AZ 85374	**PROGRAM AREA:** **402-MC**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Dr., Scottsdale, AZ 85374	**3. PROJECT TITLE:** Motorcycle Safety Education and Awareness, Related In-State Travel (Champion Rider School in AZ), and Materials and Supplies (Cones and Cone Bars)
4.	**GUIDELINES:** 402–Motorcycle Safety (MC)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), In-State Travel (Champion Rider School in AZ), and Materials and Supplies (Cones and Cone Bars) to enhance Motorcycle Safety Education and Awareness throughout the City of Surprise.

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2025**
I.	**Personnel Services**	$40,000.00
II.	**Employee Related Expenses (0%)**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$7,000.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$5,607.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$52,607.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2025
CURRENT GRANT PERIOD	**FROM:** 10-01-2024	**TO:** 09-30-2025

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $52,607.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 162

Total Population in city/town or county: 163,000

Total Road Mileage: Highway: 39 Local: 1,558 Total: 1,597

	2022	2021	2020
Total Crashes	1392	1401	1140
Total Injury Crashes	147	130	21
Total Fatal Crashes	9	3	9
Total Impaired-related Crashes	41	53	53
Total Impaired-related Serious Injuries	11	8	7
Total Impaired-related Fatalities	1	1	3
Total Speed-related Crashes	41	33	222
Total Speed-related Serious Injuries	6	0	5
Total Speed-related Fatalities	5	1	2

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The culture and climate make the City of Surprise a prime motorcycle riding locality. Surprise Police Department routinely conduct aggressive enforcement coupled with their educational element, the Civilian Motorcycle Safety Course. The Surprise Police Department has had great success in deploying trained motorcycle officers to education the motorcycling public and wish to continue offering this service to the community.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), In-State Travel (Champion Rider School in AZ), and Materials and Supplies (Cones and Cone Bars) to enhance Motorcycle Safety Education and Awareness throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Police Traffic Services (PTS) program to enforce traffic safety laws with the greatest impact on motorcycle safety and to host a Motorcycle Rodeo Event within the City of Surprise. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing aggressive drivers from the roadway and ensuring traffic law compliance through highly effective enforcement and by educating/training motorcycle riders within the City.

PROGRAM MEASURES:

Agency Goals:

To decrease the number of speeding-related crashes 10% from 41 during calendar year 2023 to 37 by December 31, 2025.

To decrease the number of serious injuries in speeding-related crashes 15% from 6 in calendar year 2023 to 5 by December 31, 2025.

To decrease the number of fatalities in speeding-related crashes 20% from 5 in calendar year 2023 to 4 by December 31, 2025.

Grant Agreement Objectives:

To increase the number of speeding and aggressive driving citations 5% from 4,791 during Calendar Year 2023 to 5,030 during FFY 2025.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2025.

Additional Grant Agreement Objectives:

1. Host 2 Basic Motorcycle Operation Courses for citizens during FFY2024.

2. Release a motorcycle safety related message each quarter during FFY2024.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), In-State Travel (Champion Rider School in AZ), and Materials and Supplies (Cones and Cone Bars) to enhance Motorcycle Safety Education and Awareness throughout the City of Surprise.

Expenditures of funding pertaining to Motorcycle Safety including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Motorcycle Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Motorcycle Safety Program goals include increasing public awareness using campaigns focused on motorcyclist behavior, providing information for the driving public, and enhanced enforcement to remind the public to watch for, and be careful around motorcycles throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.
The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Motorcycle Safety Awareness in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Motorcycle Safety Education and Awareness Activities

Travel In-State - To complete/attend the following travel in-state for Motorcycle Safety Education and Awareness Activities: Champion Rider School in AZ

Materials and Supplies - To purchase/procure the following Materials and Supplies for Motorcycle Safety Education and Awareness Activities: Cones and Cone Bars

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2024)	January 30, 2025
2nd Quarterly Report and RCI (January 1 to March 31, 2025)	April 20, 2025
3rd Quarterly Report and RCI (April 1 to June 30, 2025)	July 20, 2025
4th Quarterly Report and RCI (July 1 to September 30, 2025)	**October 15, 2025**
Final Statement of Accomplishments	**October 15, 2025**

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th**). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$40,000.00
II.	Employee Related Expenses (ERE) (0%)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State **Champion Rider School in AZ**	$7,000.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies **Cones and Cone Bars**	$5,607.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$52,607.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of $52,607.00.

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award*s:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant

agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the

event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by

AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude

any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal 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 record, making false statements, or receiving stolen property;

3. 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 (1)(b) of this certification; and

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

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Benny Piña, Chief Surprise Police Department	Bob Wingenroth, City Manager City of Surprise
_____	_____
_____	_____
Date Telephone	Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

2. Agency's Fiscal Contact:

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. *REIMBURSEMENT INFORMATION:*

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

4. *Unique Entity Identifier:*

   _____
   (Unique Entity Identifier #)

   _____
   (Registered Address & Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-MC, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$52,607.00**

3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:
Grant Agreement Number: 2025-AI-017
Total Estimated Costs: $21,345.00
Purpose of Project: Accident Investigation Overtime, Prof. O/S- IPTM Courses

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires **one single-sided copy** with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 24);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please ***do not*** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,

J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

9/23/24
Date

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A37525300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** Surprise Police Department	**GOHS GRANT NUMBER:** **2025-AI-017**
	ADDRESS 14250 W. Statler Plaza, Surprise, AZ 85374	**PROGRAM AREA:** **402-AI**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Dr., Scottsdale, AZ 85374	**3. PROJECT TITLE:** Accident Investigation Overtime, and Related Professional and Outside Services (IPTM Courses)
4.	**GUIDELINES:** 402–Accident Investigation (AI)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Professional and Outside Services (IPTM Courses) to enhance Accident Investigation throughout the City of Surprise.

	6. BUDGET COST CATEGORY	**Project Period FFY 2025**
I.	**Personnel Services**	$10,000.00
II.	**Employee Related Expenses (0%)**	$0.00
III.	**Professional and Outside Services**	$11,345.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$21,345.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2025
CURRENT GRANT PERIOD	**FROM:** 10-01-2024	**TO:** 09-30-2025

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $21,345.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 162

Total Population in city/town or county: 163,000

Total Road Mileage: Highway: 39 Local: 1,558 Total: 1,597

	2022	2021	2020
Total Crashes	1890	1401	1140
Total Serious Injury Crashes	42	27	21
Total Fatal Crashes	15	3	9
Total Traffic Accident Investigations	1390	1401	1140
Total Traffic Serious Injury Investigations	29	27	21
Total Traffic Fatality Investigations	9	3	9

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

The Surprise Traffic Unit is responsible for investigating and charging all serious injury and fatal collisions. Also, the Surprise Police Department makes is equipment and personnel available to surrounding agencies, should the need arise, for all serious injury and fatal collisions. Starting in 2016, GOHS granted the Surprise Police Department a Bosch Crash Data Retrieval Tool to improve their collision investigations and aid in the vehicular criminal offenses. As the City continues to grow, they are in need of additional supplies to assist them on the scene of serious injury and fatal collisions, as well as after the fact.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Professional and Outside Services (IPTM Courses) to enhance Accident Investigation throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Accident Investigation (AI) program to improve their vehicular crimes investigator's ability to investigate fatal and serious injury collisions.

PROGRAM MEASURES:

Grant Agreement Objectives:

1. Retrieve crash data from vehicle a minimum of 8 times during the FFY2025.
2. Certify an additional officer in the use of the Crash Data Retrieval Tool/Analysis during FFY2025.
3. Release a traffic safety related message during each quarter of FFY2025.
4. Certify an officer in advanced collision investigation courses in FFY2025.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Professional and Outside Services (IPTM Courses) to enhance Accident Investigation throughout the City of Surprise.

Expenditures of funding pertaining to the AI/Accident Investigation Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Accident Investigation Program goals provided by the Arizona Governor's Office of Highway Safety. The Accident Investigation Program goal is to provide training and resources for Vehicular Crimes Units to aide in the investigation and prosecution of fatal traffic crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.
The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Accident Investigations in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Accident Investigations Activities

Professional and Outside Services - To support/purchase/procure Professional and Outside Services for Accident Investigations Activities by purchasing/procuring the following: Crash Reconstruction MC, Ped/Bike Investigation, Event Data Recorder, Commercial Vehicle Crash Investigation

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:
A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:
Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:
All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and

mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2024)	January 30, 2025
2nd Quarterly Report and RCI (January 1 to March 31, 2025)	April 20, 2025
3rd Quarterly Report and RCI (April 1 to June 30, 2025)	July 20, 2025
4th Quarterly Report and RCI (July 1 to September 30, 2025)	**October 15, 2025**
Final Statement of Accomplishments	**October 15, 2025**

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th**). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A

	phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$10,000.00
II.	Employee Related Expenses (ERE) (0%)	$0.00
III.	Professional and Outside Services **IPTM Courses**	$11,345.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$21,345.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of $21,345.00.

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award*s:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant

agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the

event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by

AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude

any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal 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 record, making false statements, or receiving stolen property;

3. 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 (1)(b) of this certification; and

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

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Bob Wingenroth, City Manager
City of Surprise

_____

_____
Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

2. **Agency's Fiscal Contact:**

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

4. ***Unique Entity Identifier:***

   _____
   (Unique Entity Identifier #)

   _____
   (Registered Address & Zip Code)

Surprise Police Department	GOHS HIGHWAY SAFETY GRANT	2025-AI-017

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-AI, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$21,345.00**

3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:
Grant Agreement Number: 2025-405g-013
Total Estimated Costs: $32,000.00
Purpose of Project: Pedestrian & Bicycle Safety
Overtime, M & S- Materials, signs, cones

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires **one single-sided copy** with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 25);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please ***do not*** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,

J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

9-23-24
Date

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A3752530000405gAZ0	**Assistance Listings: 20.616**
1.	**APPLICANT AGENCY** Surprise Police Department	**GOHS GRANT NUMBER:** **2025-405g-013**
	ADDRESS 14250 W. Statler Plaza, Surprise, AZ 85374	**PROGRAM AREA:** **405g**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Dr., Scottsdale, AZ 85374	**3. PROJECT TITLE:** Pedestrian & Bicycle Safety Enforcement Overtime, and Related Materials and Supplies (Materials, Signs, and Cones)
4.	**GUIDELINES:** 405g	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405g funds will support Personnel Services (Overtime), and Materials and Supplies (Materials, Signs, and Cones) to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

	6. BUDGET COST CATEGORY	**Project Period FFY 2025**
I.	**Personnel Services**	$30,000.00
II.	**Employee Related Expenses (0%)**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$2,000.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$32,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2025
CURRENT GRANT PERIOD	**FROM:** 10-01-2024	**TO:** 09-30-2025

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $32,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 162

Total Population in city/town or county: 163,000

Total Road Mileage: Highway: 39 Local: 1,558 Total: 1,597

	2022	2021	2020
Total Crashes	1392	1401	11140
Total Injury Crashes	147	130	21
Total Fatal Crashes	9	3	9
Total Pedestrian-related Crashes	4	11	10
Total Pedestrian-related Serious Injuries	0	2	2
Total Pedestrian-related Fatalities	2	1	4
Total Bicycle-related Crashes	10	10	9
Total Bicycle-related Serious Injuries	1	2	0
Total Bicycle-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

The City of Surprise is home to 28+ schools, all of which create a significant volume of pedestrian and bicycle traffic. As mentioned above, they are also home to the three of the top ten 55+ population communities in the nation (per-capita), whom also significantly increase their volume of pedestrian and bicycle traffic. The pedestrian and bicycle traffic volume will also be affected by the welcoming of Ottawa University into the city, a university which anticipates 10,000 residential students within the next 10 years. A great opportunity exists for the Surprise Police Department to reach out to the community and positively impact the safety of pedestrians through education and enforcement.

Agency Funding:

Federal 405g funds will support Personnel Services (Overtime), and Materials and Supplies (Materials, Signs, and Cones) to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Pedestrian and Bicycle Safety (PS) program to continue their commitment to increasing safety awareness and skills. The granted funding will support overtime expenditures used when hosting bicycle rodeos within the City and aiding neighboring cities with their rodeos.

PROGRAM MEASURES:

Agency Goals:

To decrease fatalities in pedestrian traffic-related fatalities 100% from 2 in calendar year 2023 to 0 by December 31, 2025.

To decrease the number of pedestrian traffic-related serious injuries 100% from 0 in calendar year 2023 to 0 by December 31, 2025.

Grant Agreement Objectives:

Conduct/participate in 1 outreach/educational bicycle and pedestrian safety events each quarter during FFY 2025.

Additional Grant Agreement Objectives:

1. Conduct targeted pedestrian and bicycle traffic enforcement efforts a minimum of 1 time per quarter during the FFY 2024.

2. Release a pedestrian and bicycle safety related message each quarter during FFY 2024.

GOALS/OBJECTIVES:

Federal 405g funds will support Personnel Services (Overtime), and Materials and Supplies (Materials, Signs, and Cones) to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the PS/Pedestrian and Bicyclist Safety Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Pedestrian and Bicyclist Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Pedestrian and Bicyclist Safety Program goal is to reduce the incidences of pedestrian and bicyclist fatalities and injuries on roadways and in School Zones through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.
The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Pedestrian/Bicyclist Safety in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Pedestrian/Bicyclist Safety Enforcement Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Pedestrian/Bicyclist Safety Enforcement Activities: Materials, Signs, and Cones

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and

mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2024)	January 30, 2025
2nd Quarterly Report and RCI (January 1 to March 31, 2025)	April 20, 2025
3rd Quarterly Report and RCI (April 1 to June 30, 2025)	July 20, 2025
4th Quarterly Report and RCI (July 1 to September 30, 2025)	**October 15, 2025**
Final Statement of Accomplishments	**October 15, 2025**

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th**). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A

	phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$30,000.00
II.	Employee Related Expenses (ERE) (0%)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies **Materials, Signs, and Cones**	$2,000.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$32,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of $32,000.00.

2025 Pedestrian / Bicycle Grant	
Quarterly Report Enforcement Data Addendum	
Agency Name:	
Grant #:	
Quarter: (1 - 4)	
Description	**Activity**
Pedestrian Contacts	
Citations	
Warnings	
Total Pedestrian Contacts	
Bicyclist Contacts	
Citations	
Warnings	
Total Bicyclist Contacts	
Vehicle Contacts	
Pedestrian-related Traffic Stops	
Pedestrian-related Traffic Citations	
Pedestrian-related Traffic Warnings	
Bicyclist-related Traffic Stops	
Bicyclist-related Traffic Citations	
Bicyclist-related Traffic Warnings	
Total Vehicle Contacts	
Other Activities	
Back to School Deployments	
Other Deployments	
Bicycle Rodeos	
Educational Materials Distributed	
Presentations or Educational Meetings	
Task Force Events	
Education through Social Media	
Collaboration with Local Advocacy Groups	
Other: (add below)	

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award*s:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant

agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the

event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by

AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude

any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal 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 record, making false statements, or receiving stolen property;

3. 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 (1)(b) of this certification; and

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

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Benny Piña, Chief Surprise Police Department	Bob Wingenroth, City Manager City of Surprise
_____	_____
_____	_____
Date Telephone	Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

2. Agency's Fiscal Contact:

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. *REIMBURSEMENT INFORMATION:*

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

4. *Unique Entity Identifier:*

   _____
   (Unique Entity Identifier #)

   _____
   (Registered Address & Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405g, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$32,000.00**

3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:
Grant Agreement Number: 2025-405d-040
Total Estimated Costs: $76,146.00
Purpose of Project: DUI Enforcement Overtime, C/O-Intox 9000

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires **one single-sided copy** with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 29);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please ***do not*** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,

J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

9.23.24
Date

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A3752530000405dAZM	**Assistance Listings: 20.616**
1.	**APPLICANT AGENCY** Surprise Police Department	**GOHS GRANT NUMBER:** **2025-405d-040**
	ADDRESS 14250 W. Statler Plaza, Surprise, AZ 85374	**PROGRAM AREA:** **405d**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Dr., Scottsdale, AZ 85374	**3. PROJECT TITLE:** DUI/Impaired Driving Enforcement Overtime, and Related Equipment (Intox 9000)
4.	**GUIDELINES:** 405d	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime), and Capital Outlay (Intox 9000) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

	6. BUDGET COST CATEGORY	**Project Period FFY 2025**
I.	**Personnel Services**	$65,000.00
II.	**Employee Related Expenses (0%)**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$11,146.00
	TOTAL ESTIMATED COSTS	**$76,146.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2025
CURRENT GRANT PERIOD	**FROM:** 10-01-2024	**TO:** 09-30-2025

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $76,146.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 162

Total Population in city/town or county: 163,000

Total Road Mileage: Highway: 39 Local: 1,558 Total: 1,597

	2022	2021	2020
Total Crashes	1392	1401	1140
Total Injury Crashes	147	130	21
Total Fatal Crashes	9	3	9
Total Impaired-related Crashes	41	53	53
Total Impaired-related Serious Injuries	11	8	7
Total Impaired-related Fatalities	1	1	3
Total Speed-related Crashes	41	33	222
Total Speed-related Serious Injuries	6	0	5
Total Speed-related Fatalities	5	1	2

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

With the increase in population, the city has seen a growth in their alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly to the growth of their alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise. The increased access to the impairing drug has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to be intensively patrolling the streets for alcohol and drug impaired drivers has never been greater.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Capital Outlay (Intox 9000) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Impaired Driving (AL) program to continue their commitment to the West Valley DUI Task Force. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing alcohol and drug impaired drivers from the road through highly effective enforcement.

PROGRAM MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 5% from 41 during calendar year 2023 to 39 by December 31, 2025.

To decrease the number of serious injuries in impaired driving-related crashes 10% from 11 in calendar year 2023 to 10 by December 31, 2025.

To decrease the number of fatalities in impaired driving-related crashes 100 % from 1 in calendar year 2023 to 0 by December 31, 2025.

Grant Agreement Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2025.

To participate in a minimum of 4 DUI task force operations per quarter during FFY 2025.

Additional Grant Agreement Objectives:

1. To host a minimum of 4 DUI task force operations during FFY 2024.

2. To host 1 HGN/SFST Course with Wet Lab HGN Workshop and 1 ARIDE Course.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Capital Outlay (Intox 9000) to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.
The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Capital Outlay - To purchase/procure the following Capital Outlay for DUI/Impaired Driving Enforcement Activities: **Intox 9000**

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:

Intox 9000

Agencies receiving funding for Capital Outlay (major equipment) such as DUI processing vans, marked and unmarked enforcement sedans, and marked enforcement motorcycles shall schedule a press conference acknowledging the grant award from the Governor's Office of Highway Safety. The purpose of this press conference is for the Agency to present the equipment to their community.

The Surprise Police Department shall immediately notify GOHS if any equipment purchased under this Grant agreement ceases to be used in the manner described in this Grant agreement. In such event, the Surprise Police Department further agrees to dispose of this equipment using the Surprise Police Department's, city, town, or county ordinance, code, or rule regarding disposal of equipment.

In the absence of an ordinance, code, or rule regarding the disposal of the property, the Surprise Police Department may refer to that of the State. The Surprise Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this Grant agreement. The Surprise Police Department shall incorporate any equipment purchased under this Grant agreement into its inventory records.

The Surprise Police Department shall insure any equipment purchased under this Grant agreement for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Surprise Police Department shall be responsible for all administrative, maintenance, operational costs, and the costs of any damage relating to the Intox 9000.

Decals:

The Governor's Office of Highway Safety shall provide the Surprise Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this Grant agreement shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurement procedures conform to applicable Federal and State laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency shall use the State procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1300.31, all equipment purchased under this Grant agreement is to be used for the original purpose intended under this Grant agreement. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes. Neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety shall reserve the right to transfer title of equipment acquired under the Section 405 program to the Federal government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 2 CFR §200.313 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program

continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Surprise Police Department shall adequately insure all capital equipment purchased under this Grant agreement for repair or replacement.

SPECIFIC REQUIREMENTS:

BREATH TESTING DEVICES –

Requirements for Intoxilyzers (Evidentiary Breath Testing Instruments):
The successful vendor must certify that the devices purchased are on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List and must meet, or exceed, NHTSA model specifications. In addition, the devices must be certified and approved by the Arizona Department of Public Safety per Arizona Administrative Code R9-14-403.

The Surprise Police Department will be responsible for providing all personnel the appropriate training for using the Intoxilyzers purchased under this Grant agreement implementing a NHTSA approved training course.

The Surprise Police Department will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

Intoxilyzers will be operated, calibrated under the standard quality assurance procedures per the appropriate outlined procedures listed in the Arizona Administrative Code.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2024)	January 30, 2025
2nd Quarterly Report and RCI (January 1 to March 31, 2025)	April 20, 2025
3rd Quarterly Report and RCI (April 1 to June 30, 2025)	July 20, 2025
4th Quarterly Report and RCI (July 1 to September 30, 2025)	**October 15, 2025**
Final Statement of Accomplishments	**October 15, 2025**

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th**). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$65,000.00
II.	Employee Related Expenses (ERE) (0%)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay **Intox 9000**	$11,146.00
	TOTAL ESTIMATED COSTS	***$76,146.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of $76,146.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

Arizona Governor's Office of Highway Safety
Capital Outlay Equipment Record
Equipment $5,000.00 or more

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay Equipment must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award*s:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant

agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the

event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by

AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude

any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal 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 record, making false statements, or receiving stolen property;

3. 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 (1)(b) of this certification; and

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

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Benny Piña, Chief Surprise Police Department	Bob Wingenroth, City Manager City of Surprise
_____	_____
_____	_____
Date Telephone	Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

2. Agency's Fiscal Contact:

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. *REIMBURSEMENT INFORMATION:*

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

4. *Unique Entity Identifier:*

   _____
   (Unique Entity Identifier #)

   _____
   (Registered Address & Zip Code)

Surprise Police Department	GOHS HIGHWAY SAFETY GRANT	2025-405d-040

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$76,146.00**

3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:
Grant Agreement Number: 2025-405b-011
Total Estimated Costs: $38,000.00
Purpose of Project: Occupant Protection Enforcement Overtime, Prof. O/S- CPST Certs, Course materials, M & S- Car seats

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires **one single-sided copy** with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 26);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please ***do not*** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,

J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

9-23-24
Date

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A3752530000405bAZL	**Assistance Listings: 20.616**
1.	**APPLICANT AGENCY** Surprise Police Department	**GOHS GRANT NUMBER:** **2025-405b-011**
	ADDRESS 14250 W. Statler Plaza, Surprise, AZ 85374	**PROGRAM AREA:** **405b**
2.	**GOVERNMENTAL UNIT** City of Surprise	**AGENCY CONTACT:** Severin Hall
	ADDRESS 16000 N. Civic Center Dr., Scottsdale, AZ 85374	**3. PROJECT TITLE:** Occupant Protection Enforcement Overtime, Related Professional and Outside Services (CPST Certs, Course Materials), and Materials and Supplies (Car Seats)
4.	**GUIDELINES:** 405b	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405b funds will support Personnel Services (Overtime), Professional and Outside Services (CPST Certs, Course Materials), and Materials and Supplies (Car Seats) to enhance Occupant Protection Enforcement throughout the City of Surprise.

6. BUDGET COST CATEGORY		**Project Period FFY 2025**
I.	**Personnel Services**	$28,000.00
II.	**Employee Related Expenses (0%)**	$0.00
III.	**Professional and Outside Services**	$1,500.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$8,500.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$38,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2025
CURRENT GRANT PERIOD	**FROM:** 10-01-2024	**TO:** 09-30-2025

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $38,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 162

Total Population in city/town or county: 163,000

Total Road Mileage: Highway: 39 Local: 1,558 Total: 1,597

	2022	2021	2020
Total Crashes	1392	1401	1140
Total Serious Injury Crashes	147	130	21
Total Fatal Crashes	9	3	9
Total Unrestrained Occupant Crashes	38	23	14
Total Unrestrained Serious Injuries	5	6	3
Total Unrestrained Occupant Fatalities	0	1	2

The data above represents: County ☐ City/Town ☑

Agency Problem/Attempts to Solve Problem:

In total, the Surprise Police Department is responsible for patrolling approximately 1597 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions thought strategic, intensive enforcement, community education, the use of improved technology and equipment, and training. Currently, they host three clinics a month, reoccurring on the 1st and 3rd Tuesday and 3rd Saturday every month. The clinics are held out of a Surprise Fire Station 303 and are primarily staffed with Surprise Police Department Citizen's Patrol staff (volunteer). With the support of GOHS, they are now hosting Car Seat Clinics throughout the City at their Traffic Safety Events. Surprise PD would also like to be able to add an additional Car Seat Clinic day each month to one of their new Fire Stations in an under- served area of Surprise.

Agency Funding:

Federal 405b funds will support Personnel Services (Overtime), Professional and Outside Services (CPST Certs, Course Materials), and Materials and Supplies (Car Seats) to enhance Occupant Protection Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Occupant Protection (OP) program to continue their commitment to child passenger safety through hosting Car Seat Installation Clinics and enforcing occupant protection laws. The granted funding will be used to further the mission of GOHS and the Surprise Police Department by supporting the overtime expenditures used for educating citizens and department personnel on the proper installation of child safety seats and enforcing occupant protection laws.

PROGRAM MEASURES:

Agency Goals:

To decrease unrestrained occupant fatalities 100% from 0 in calendar year 2023 to 0 by December 31, 2025.

To decrease unrestrained occupant serious injuries 10% from 5 in calendar year 2023 to 4 by December 31, 2025.

Grant Agreement Objectives:

To increase seatbelt citations 10 % from 138 during calendar year 2023 to 152 during FFY 2025.

To increase child safety seat citations 10 % from 34 during calendar year 2023 to 37 during FFY 2025.

Conduct/participate in 1 occupant restraint outreach/educational events each quarter during FFY 2025.

Additional Grant Agreement Objectives:

1. Host 1 occupant restraint outreach/educational event somewhere other than Fire Station 303 each quarter during FFY 2024.

2. Certify 2 additional department members as child passenger safety technicians.

3. Release an occupant restraint related safety message each quarter during FFY 2024.

GOALS/OBJECTIVES:

Federal 405b funds will support Personnel Services (Overtime), Professional and Outside Services (CPST Certs, Course Materials), and Materials and Supplies (Car Seats) to enhance Occupant Protection Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.
The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Occupant Protection Enforcement Activities

Professional and Outside Services - To support/purchase/procure Professional and Outside Services for Occupant Protection Enforcement Activities by purchasing/procuring the following: CPST Certs, Course Materials

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Enforcement Activities: Car Seats

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval

prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:
A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:
Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:
All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2024)	January 30, 2025
2nd Quarterly Report and RCI (January 1 to March 31, 2025)	April 20, 2025
3rd Quarterly Report and RCI (April 1 to June 30, 2025)	July 20, 2025
4th Quarterly Report and RCI (July 1 to September 30, 2025)	**October 15, 2025**
Final Statement of Accomplishments	**October 15, 2025**

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th**). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$28,000.00
II.	Employee Related Expenses (ERE) (0%)	$0.00
III.	Professional and Outside Services **CPST Certs, Course Materials**	$1,500.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies **Car Seats**	$8,500.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$38,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of $38,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award*s:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant

agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the

event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by

AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude

any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal 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 record, making false statements, or receiving stolen property;

3. 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 (1)(b) of this certification; and

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

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Bob Wingenroth, City Manager
City of Surprise

_____

_____
Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

2. **Agency's Fiscal Contact:**

   Name:_____

   Title:_____

   Telephone Number:_____ Fax Number:_____

   E-mail Address:_____

   Federal Identification Number:_____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

4. ***Unique Entity Identifier:***

   _____
   (Unique Entity Identifier #)

   _____
   (Registered Address & Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405b, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$38,000.00**

3. AGREEMENT AND AUTHORIZATION TO PROCEED
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

RESOLUTION # 2024-170

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO SIX GRANT AGREEMENTS WITH THE STATE OF ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY, ACCEPT GRANT FUNDING AND AMEND THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF $250,300 FROM GENERAL CONTINGENCY TO SIX PROJECTS IN THE GRANTS FUND FOR OVERTIME, EDUCATION, TRAVEL, MATERIALS AND SUPPLIES, AND CAPITAL OUTLAY, AND AMENDING THE 2025 CONTRACT AWARDING AUTHORITY LIST BY ADDING $52,607 FOR THE MOTORCYCLE SAFETY EDUCATION AND AWARENESS PROGRAM AND $76,146 FOR THE DUI ENFORCEMENT PROGRAM.

WHEREAS, the Arizona Governor's Office of Highway Safety (GOHS) annually awards grants to local agencies to focus upon highway, motorcyclist, pedestrian and bicyclist safety;

WHEREAS, GOHS has awarded the City of Surprise $21,345 for Accident Investigation overtime and professional outside services expenses;

WHEREAS, GOHS has also awarded the City of Surprise $76,146 for DUI Enforcement overtime and equipment expenses;

WHEREAS, GOHS has also awarded the City of Surprise $52,607 for overtime, in-state travel, and material and supplies expenses for the Motorcycle Safety Education and Awareness Program;

WHEREAS, GOHS has also awarded the City of Surprise $38,000 for overtime, professional outside services, and material and supplies expenses for the Occupant Protection Enforcement program;

WHEREAS, GOHS has also awarded the City of Surprise $32,000 for overtime and materials and supplies expenses for participation in the statewide Pedestrian and Bicycle Safety Enforcement program;

WHEREAS, GOHS has also awarded the City of Surprise $30,000 for overtime expenses for the Selective Traffic Enforcement Program (STEP) which focuses upon enforcing traffic safety laws to decrease automobile accidents, fatalities and injuries;

WHEREAS, the City of Surprise Police Department desires to accept the awards and enter into the Grant Agreements;

WHEREAS, the FY2025 budget was adopted by Council Resolution #2024-94 on June 4, 2024;

WHEREAS, this action will necessitate a budget amendment and;

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

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

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

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

Section 3. The Grant Agreements between the City of Surprise and the Arizona Governor's Office of Highway Safety attached as Exhibits C through H, are approved.

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

APPROVED AND ADOPTED this _____day of _____, 2024.

_____
Skip Hall, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

RESOLUTION # 2024-170
Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of $250,300 from General Contingency to G31142 FFY25 GOHS DUI $76,200, G31317 FFY25 GOHS STEP $30,000, G31327 FFY25 GOHS Ped & Bike Safety $32,000, G31359 FFY25 GOHS OP Enforcement $38,000, G31396 FFY25 GOHS Motorcycle Safety $52,700, G31415 FFY25 GOHS Accident Investigation $21,400. These funds will cover the projected expenditures associated with the equipment, training and overtime expenses for additional DUI impairment and traffic enforcement, occupant protection enforcement, motorcycle safety education and enforcement, accident investigation, and pedestrian and bike safety enforcement. 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	#G31142 FFY25 GOHS DUI Enforcement	E	-	76,200	76,200
Grants	Police	#G31142 FFY25 GOHS DUI Enforcement	R	-	76,200	76,200
Grants	Police	#G31317 FFY25 GOHS STEP Enforcement	E	-	30,000	30,000
Grants	Police	#G31317 FFY25 GOHS STEP Enforcement	R	-	30,000	30,000
Grants	Police	#G31327 FFY25 GOHS Ped & Bike Safety	E	-	32,000	32,000
Grants	Police	#G31327 FFY25 GOHS Ped & Bike Safety	R	-	32,000	32,000
Grants	Police	#G31359 FFY25 GOHS OP Enforcement	E	-	38,000	38,000
Grants	Police	#G31359 FFY25 GOHS OP Enforcement	R	-	38,000	38,000
Grants	Police	#G31396 FFY25 GOHS Motorcycle Safety	E	-	52,700	52,700
Grants	Police	#G31396 FFY25 GOHS Motorcycle Safety	R	-	52,700	52,700
Grants	Police	#G31415 FFY25 GOHS Accident Investigation	E	-	21,400	21,400
Grants	Police	#G31415 FFY25 GOHS Accident Investigation	R	-	21,400	21,400
Contingency	General Operations	Contingency	E	80,873,700	(250,300)	80,623,400
Contingency	General Operations	Other	R	79,190,900	(250,300)	78,940,600
			Expense Total	**80,873,700**	**-**	**80,873,700**
			Revenue Total	**79,190,900**	**-**	**79,190,900**

RESOLUTION # 2024-170
Exhibit B

1. Contract Awarding Authority List – Add $52,607 to the Fiscal Year 2025 Contract Awarding Authority List for the purpose of in-state travel and material and supplies expenses for the Motorcycle Safety Education and Awareness Program and add $76,146 to the Fiscal Year 2025 Contract Awarding Authority List for the purpose of equipment expenses for the DUI Enforcement program.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
25119	GOHS Motorcycle Safety Education	$0	$52,607	$52,607
25120	GOHS DUI Enforcement Equipment	$0	$76,146	$76,146

RESOLUTION # 2024-170
Exhibit C

GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY

RESOLUTION # 2024-170
Exhibit D

GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY

RESOLUTION # 2024-170
Exhibit E

GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY

RESOLUTION # 2024-170
Exhibit F

GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY

RESOLUTION # 2024-170
Exhibit G

THE GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY

RESOLUTION # 2024-170
Exhibit H

THE GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to acceptance of a grant award from the Governor's Office of Highway Safety (GOHS) and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $45,000 for DUI enforcement; Resolution #2024-176.

Motion:
I move to approve Resolution #2024-176.

Background:
The Surprise Police Department will receive $45,000 in overtime funding from the Governor's Office of Highway Safety (GOHS) to cover overtime and materials and supplies expenses associated with police officer participation in DUI enforcement activities throughout the City of Surprise.

Objective Analysis:
Acceptance of this funding will provide reimbursement of overtime and materials and supplies expenses for Surprise police officer participation in DUI enforcement activities throughout the City of Surprise.

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 funding will be used for overtime and materials and supplies expenses incurred while providing items for public awareness to enhance DUI enforcement activities and provide officer impaired driver training throughout the City of Surprise. There is no city-match requirement; however, all employee related expenses (ERE) associated with this overtime will be absorbed by the Police Department's current operating budget.

Budget Impact:
The FY2025 adopted budget did not include appropriations for revenue and expenses related to the GOHS grant award to the Police Department. Acceptance of this grant will require an amendment to the Fiscal Year 2025 budget by moving budget authority of $45,000 from General Contingency to Project

G31081 within the Grants Fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. 24.11.04 Res 2024-176_GOHS DUIAC E 198
2. Surprise PD DUIAC-E-198 Signature Letter
3. Surprise PD DUIAC-E-198 Grant Agreement

RESOLUTION # 2024-176

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE AGREEMENT WITH THE STATE OF ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) AND AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF $45,000 FROM GENERAL CONTINGENCY TO PROJECT G31081 IN THE GRANTS FUND FOR DUI ENFORCEMENT.

WHEREAS, the City of Surprise desires to enter into an agreement in order to facilitate the Governor's Office of Highway Safety providing funding for overtime and materials and supplies expenses in the amount of $45,000 for Officer participation in DUI enforcement activities throughout the City of Surprise.

WHEREAS, the City of Surprise Police Department desires to accept the funding and enter into 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 Governor's Office of Highway 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.

APPROVED AND ADOPTED this _____day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-176
Exhibit A

1. Appropriation - This allocation below represents a movement of budget authority in the amount of $45,000 from General Contingency to Project G31081 in the Grants Fund to cover the projected expenditures associated with overtime and materials and supplies for DUI Enforcement throughout the City of Surprise. 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	#G31081 FY25 DUI Abatement Grant	E	-	45,000	45,000
Grants	Police	#G31081 FY25 DUI Abatement Grant	R	-	45,000	45,000
Contingency	General Operations	Contingency	E	80,873,700	(45,000)	80,828,700
Contingency	General Operations	Other	R	79,190,900	(45,000)	79,145,900
			Expense Total	**80,873,700**	**-**	**80,873,700**
			Revenue Total	**79,190,900**	**-**	**79,190,900**

RESOLUTION # 2024-176
Exhibit B

AGREEMENT BETWEEN

THE CITY OF SURPRISE AND GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS)

(BEGINS ON THE NEXT PAGE)

OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT

KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

CHIEF MICHAEL POOLEY
CHAIRMAN
DUI ABATEMENT COUNCIL

Governor's Office of Highway Safety ARIZONA

Chief of Police Benny Piña
Surprise Police Department
14250 W Statler Plaza, Ste 103
Surprise, AZ 85374

PROJECT REFERENCE:
Grant Agreement Number: DUIAC-E-198
Total Estimated Cost: $45,000.00
Purpose of Project: DUI/Impaired Driving Enforcement, Officer Training Overtime, and M & S (Manuals & Training Aides, Items for Public Awareness)

Dear Chief Piña:

Enclosed is a copy of the referenced DUI Abatement Council Agreement for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire agreement;
2. Have your fiscal staff complete the Reimbursement Instructions (page 17);
3. As Project Director, sign and date the signature page;
4. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise, as the Authorized Official of Governmental Unit, on the signature page;
5. Return one signed copy of the Agreement to the DUI Abatement Council, °/o Governor's Office of Highway Safety, 1700 W. Washington St., Executive Tower, Suite 430, Phoenix, AZ 85007.

Please ***do not*** incur any costs at this time as it would nullify the Agreement. Once the signed copy is received, the authorizing agency (GOHS Director) on behalf of the Oversight Council on Driving or Operating Under the Influence Abatement will execute the Agreement, and a signed original executed Agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

10/02/24
Date

OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT

DUI ABATEMENT GRANT PROGRAM

GRANT AGREEMENT

Katie Hobbs
Governor

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY
Surprise Police Department

ADDRESS
14250 W Statler Plaza, Ste 103, Surprise, AZ 85374

GOVERNMENTAL UNIT
City of Surprise

ADDRESS
1600 N Civic Center Dr, Surprise, AZ 85374

AGREEMENT NUMBER
DUIAC-E-198

PROGRAM AREA
Enforcement

AGENCY CONTACT
Severin Hall

PROJECT TITLE
DUI/Impaired Driving Enforcement, Officer Training Overtime, and M & S (Manuals & Training Aides, Items for Public Awareness)

BRIEFLY STATE PURPOSE OF PROJECT:
State DUI Abatement Funds will support Personnel Services (Overtime) and Material/Supplies: Manuals & Training Aides, Items for Public Awareness to enhance DUI Enforcement Activities and provide Officer Impaired Driver Training throughout the City of Surprise.

BUDGET COST CATEGORY		Project Period SFY 2025-2026
I.	**Personnel Services**	$42,000.00
II.	**Employee Related Expenses (0%)**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$3,000.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$45,000.00**

PROJECT PERIOD **FROM:** 10-01-2024 **TO:** 06-30-2025

CURRENT GRANT PERIOD **FROM:** 07-01-2024 **TO:** 06-30-2025

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS AGREEMENT PERIOD: $45,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:
The City of Surprise is located in the northwest Phoenix Metropolitan area. Surprise is a growing community where families choose to live, send their children to school, do their shopping, and seek their entertainment. The population has skyrocketed above 155,000. The City of Surprise is home to five high schools which consistently add young and inexperienced drivers to the city roadways. Surprise is also home to the fourth largest 65+ population in the nation (per-capita) which creates a challenging dynamic when attempting to address specific causes of collisions. In total, the Surprise Police Department is responsible for patrolling approximately 760 miles of roadway. Furthermore, the Surprise Police Department recently assumed responsibility of the US 60 from Greenway Rd to Patton Rd, relieving DPS of the need to patrol and respond to crashes on that stretch of highway. The Surprise Police Department has already seen and uptick in DUI numbers as a result of assuming these 12 miles of additional roadway.

Agency Problem/Attempts to Solve Problem:
The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions and impaired driving incidents though strategic, intensive enforcement, community education, the use of improved technology, equipment, and training.

With the increase in population, the city has seen a growth in the alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training & minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly to the growth of Surprise's alcohol serving establishments, the legalization of medical marijuana has brought several medical marijuana dispensaries into the City of Surprise. The increased access to this impairing substance has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to intensively patrol city streets for alcohol and drug impaired drivers has never been greater.

Agency Funding:
State DUI Abatement Funds will support Personnel Services (Overtime) and Material/Supplies: Manuals & Training Aides, Items for Public Awareness to enhance DUI Enforcement Activities and provide Officer Impaired Driver Training throughout the City of Surprise.

How Agency Will Solve Problem With Funding:
1. The Surprise Police Department will host a minimum of 2 HGN/SFST courses within 12 months of the contract start date
2. The Surprise Police Department will host a minimum of 2 ARIDE courses within 12 months of the contract start date
3. The Surprise Police Department will participate in 1 additional DUI saturation patrol (in addition to the current GOHS contract obligation of 3) in each quarter of 2025.
4. The Surprise Police Department will deploy at least 5 DUI trained officers during additional DUI saturation patrols per quarter.
5. On a quarterly basis, the Surprise Police Department will release a DUI related message to the motoring public aimed at reducing instances of impaired driving.

GOALS/OBJECTIVES:

State DUI Abatement Funds will support Personnel Services (Overtime) and Material/Supplies: Manuals & Training Aides, Items for Public Awareness to enhance DUI Enforcement Activities and provide Officer Impaired Driver Training throughout the City of Surprise.

IMPAIRED DRIVER OR OPERATING ENFORCEMENT PROGRAMS

Expenditures of funding pertaining to Impaired Driving or Operating Enforcement, including Personnel Services and ERE, Materials & Supplies, Capital Equipment, and/or Travel In and Out of State, shall comply with the Impaired Driving or Operating Program Goals of the DUI Abatement Council in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving or Operating Program Goal is to reduce the incidence of alcohol and drug-related driving or operating fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities, including DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Surprise Police Department will maintain responsibility for **reporting sustained DUI enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all task force enforcement statistics in which they participate to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Impaired Driving Enforcement Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

Materials and Supplies – To purchase/procure the following Materials and Supplies for Impaired Driving Enforcement Activities: Manuals & Training Aides, Items for Public Awareness to enhance DUI Enforcement Activities and provide Officer Impaired Driver Training throughout the City of Surprise

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed agreement. A copy of this press release shall be sent to the DUI Abatement Council at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence Abatement.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving state funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

QUARTERLY REPORT

The purpose of the Quarterly Report is to provide information on agreement grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
2025-1 Quarterly Report (July 1 to September 30)	October 30, 2024
2025-2 Quarterly Report (October 1 to December 31)	January 30, 2025
2025-3 Quarterly Report (January 1 to March 30)	April 30, 2025
2025-4 Quarterly Report (April 1 to June 30)	July 30, 2025
Final Statement of Accomplishment	Within 30 days after Agreement end date

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the DUI Abatement Council at the Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). ***Note:*** All law enforcement agencies must enter enforcement activity into the on-line GOHS DUI Reporting System.

FINAL STATEMENT AND ACCOMPLISHMENTS:

The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date.** All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Traffic Sergeant, Surprise Police Department, shall serve as Project Administrator.

Chris Lemke, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Surprise Police Department shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each State Fiscal Year (June 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

DUI Abatement Council grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to granted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	**Type of Monitoring**
Under $100,000	Desk Review/Phone Conference.
$100,000 and over	May have an In-House GOHS Review
$200,000+	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to Grant Agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the Agreement period. Granted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates at the end of one year on the date as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the grant agreement to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$42,000.00
II.	Employee Related Expenses (0%)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies **Manuals & Training Aides, Items for Public Awareness**	$3,000.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$45,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of **$45,000.00**.

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the agency named in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE; and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Agreement.

D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.

D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Agreement is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Agreement.

B. The provisions of subparagraph A apply whether or not the project agreed to herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any grant agreement it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors.*

XIII. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XIV. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XV. Appropriation of Funds by the Arizona Legislature

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the DUI Abatement Council and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the DUI Abatement Council for subsequent fiscal years, this Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Agreement or project that may so become null and void.

XVI. Continuation of DUI Abatement Program

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XVII. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XVIII. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment

by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XIX. Cancellation Statute

All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the DUI Abatement Council Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State Statutes, Rules and Regulations identified in this Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Agreement. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No State 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 the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.

B. If any funds other than State 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 the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Bob Wingenroth, City Manager
City of Surprise

_____

_____
Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

   Name: _____

   Title: _____

   Telephone Number: _____ Fax Number: _____

   E-mail Address: _____

2. **Agency's Fiscal Contact:**

   Name: _____

   Title: _____

   Telephone Number: _____ Fax Number: _____

   E-mail Address: _____

   Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by ARS §28-1303, and the funds authorized for this Project have been provided for by ARS §28-1304. The expenses are **reimbursable** under DUI Abatement Council's **Enforcement** program area, as approved for by the DUI Abatement Council.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. STATE FUNDS: **$45,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the administration of the Oversight Council on Driving or Operating Under the Influence Abatement

J.M. "Jesse" Torrez, Director
Governor's Highway Safety Representative

Date

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to acceptance of a grant award from the Arizona Department of Homeland Security and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of $12,000 for mitigating and preventing acts of terrorism; Resolution #2024-180.

Motion:
I move to approve Resolution #2024-180.

Background:
The Surprise Police Department applied for FFY24 grant funding from the Arizona Department of Homeland Security and was awarded a Terrorism Liaison Officer (TLO) sustainment grant in the amount totaling $12,000. The grant award is in support of the FFY24 Urban Area Security Initiative (UASI) grant program.

Objective Analysis:
Acceptance of this grant will produce many positive impacts to the community. Terrorism Liaison Officer team members will be able to attend specialized training courses to better equip them for local and regional public safety.

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 award totaling $12,000 will provide specialized training for TLO team members. There is no city-match requirement.

Budget Impact:
The FY2025 adopted budget did not include appropriations for revenue and expenses related to the Arizona Department of Homeland Security grant. Acceptance of this grant will require an amendment to the Fiscal Year 2025 budget by moving budget authority of $12,000 from General Contingency to Project G31232 within the Grants Fund. This action represents a transfer of spending authority and does

not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. 24.11.14 Res 2024-180 AZUASI FY25accepted
2. 24-AZDOHS-HSGP-240822-01 Subrecipient Agreement
3. 24-AZDOHS-HSGP-240822-01 Award Letter

RESOLUTION # 2024-180

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF HOMELAND SECURITY TO ACCEPT GRANT FUNDING AND AMEND THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF $12,000 FROM GENERAL CONTINGENCY TO PROJECT G31232 IN THE GRANTS FUND FOR SUPPORT OF TERRORISM LIAISON OFFICER TRAINING.

WHEREAS, the State of Arizona, Department of Homeland Security has awarded the City of Surprise Police Department a Terrorism Liaison Officer (TLO) sustainment grant in the amount totaling $12,000. The grant award is in support of FFY24 Urban Area Security Initiative (UASI) grant program for training.

WHEREAS, the City of Surprise Police Department desires to accept the award and enter into 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 Grant Agreement between the City of Surprise and the Arizona Department of Homeland Security, attached as Exhibit B, are approved.

Section 3. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

APPROVED AND ADOPTED this _____day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-180

1. Appropriation - The allocation below represents a movement of budget authority in the amount of $12,000 from General Contingency to FFY24 AZDOHS UASI project G31232 within the grants fund to cover the projected expenditures associated with training used to assist the Police Department's TLO team in dealing with various situations it may encounter locally, as well as regionally, as part of the UASI program. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31232 FFY24 AZDOHS UASI - TLO	E	-	12,000	12,000
Grants	Police	#G31232 FFY24 AZDOHS UASI - TLO	R	-	12,000	12,000
Contingency	General Operations	Contingency	E	80,523,800	(12,000)	80,511,800
Contingency	General Operations	Other	R	78,841,000	(12,000)	78,829,000
			Expense Total	**80,523,800**	**-**	**80,523,800**
			Revenue Total	**78,841,000**	**-**	**78,841,000**

RESOLUTION # 2024-180
Exhibit B

GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA DEPARTMENT OF HOMELAND SECURITY

SUBRECIPIENT AGREEMENT

24-AZDOHS-HSGP-240822-01

Between

The Arizona Department of Homeland Security

And

Surprise Police Department (UEI: CNDLLN6WTTE3)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **October 1, 2024** and shall terminate on **September 30, 2025**. The obligations of Subrecipient herein survive termination of this Agreement.

3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"PREVENTION"** and funded at **$12,000** (as may have been modified by the award letter).

4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2024-SS-05080 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **$12,000** to Subrecipient under this Agreement.

   Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grant-program-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final

Amendment_GPD_final_508.pdf and https://azdohs.gov/environmental-and-historic-preservation-ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program -forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately

submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grant-program-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. **Audit/Monitoring**

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and

information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/services/government/swic); and (d) Arizona's State Interoperable Priority Programming Guide (https://www.azdps.gov/services/government/swic).

20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.

23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including

2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:

a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and the resources at *http://www.lep.gov*);

c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (https://azgovernor.gov/governor/executive-order/2020-09) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise

provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf).

29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**
    a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

    b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

    c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

    d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.

    e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et*

seq.). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executive-order-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html) and US Executive Order 12689 (https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO %2012689%20Debarment%20and%20Suspension.pdf) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942).

u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "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 the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to

AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1802 West Jackson, #117
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Mailing Address Above

Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Susan Dzbanko, Deputy Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

State of Arizona
Department of Homeland Security

Governor
Katie Hobbs

Director
Kim O'Connor

September 30, 2024

Police Chief Benny Pina
Surprise Police Department
14250 W STATLER PLAZA SUITE 103
Surprise, AZ 85374-7481

Subject: FFY 2024 Homeland Security Grant Program Award
Subrecipient Agreement Number: **240822-01**
Project Title: **PREVENTION**

Dear Police Chief Benny Pina,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**PREVENTION**" has been **partially funded** under the 2024 Urban Area Security Initiative Grant Program for **$12,000**. The grant performance period is ***October 1, 2024 to September 30, 2025***. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2024 federal award date as indicated in the U.S. DHS award package is 9/19/2024 with a total amount of funding of $23,885,198.00. The Federal Award Identification Number is EMW-2024-SS-05080.

To access your award documentation:
Log-in to the AZDOHS portal at https://azdohs.gov/user. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:
The following action items must be downloaded, completed, signed and returned to AZDOHS. Specific information regarding the mode of submission for the following requirements is located in the portal:

1. Project Administration Page - Print and sign one original Project Administration Page.

2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing section 51.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2025, this award is rescinded and the funds will be reallocated.**

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2024. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Kim O'Connor
Director

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 3

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

Agenda Wording:
Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 310067, requested by Ryan Winter Anderson, for Safeway #0048 for Series 9 Liquor License. Safeway #0048 is located at 17230 W Peoria Ave, Surprise, AZ 85388.

Motion:
I move to recommend approval of application No. 310067 to the Arizona Department of Liquor Licenses and Control.

Background:
The City has received an application for a new Series 9 liquor license for Safeway #0048 is located at 17230 W Peoria Ave, Surprise, AZ 85388. The City Clerk's Office has posted the appropriate notice as required by law. No written arguments in favor of or opposed to the issuance of the license have been received by the Clerk's Office within the twenty days after the date of posting the notice.

The application has also been disseminated to the Community Development Department, Finance Department, Surprise Police Department, and Surprise Fire and Medical Department for review. Those departments have submitted memoranda which are attached to this item.

Objective Analysis:
Pursuant to state law, the City Council shall enter an order recommending approval or disapproval within sixty days after the filing of the application and shall file a certified copy of the order with the director. If the City Council recommends approval of the license a hearing before the state Liquor License Board is not required unless the director, the board or any aggrieved party requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval shall be attached to the order and the state Liquor License Board will hold a hearing.

Policy Compliant:
The Liquor License process is controlled by state law. The steps taken by the City Clerk's Office and

this public hearing comply with, and fulfill the City's legal obligation under, applicable state law.

Financial Impact:
None

Budget Impact:
None

FTE Impact:
None

ATTACHMENTS:
1. CD - SAFEWAY # 0048 - 10-17-24 - 17230 W PEORIA AV REPORT
2. FD - Safeway 0048 17230 W Peoria Ave liquor license
3. PD - Safeway Store 17230 W Peoria Ave - 310067
4. SAFEWAY # 0048 10-17-24 - 17230 W PEORIA AV MAP
5. Finance - Safeway Inc - 17230 W Peoria Ave

COMMUNITY DEVELOPMENT DEPARTMENT

SURPRISE
ARIZONA

Date: October 17, 2024

To: Charles Vasquez, Deputy City Clerk

From: Lloyd Abrams, Community Development Director
James Stewart, Zoning Specialist

Re: Liquor License Application for:

AGENT, Ryan Winter Anderson
Safeway #0048
17230 W. Peoria Ave.
Surprise, Arizona 85388

New Series 09 (NEW APPLICATION – LIQUOR STORE) – Application # 310067

The number and series of licenses in close proximity to the subject site are:

1. Sterling Grove Country Club LLC (Series 6) – 11440 N. Greenwich Blvd.
2. Trapper's Sushi Co. Surprise (Series 12) – 17200 W. Peoria #100
3. Safeway Express #5830 (Series 09) – 10730 N. Cotton Lane

The immediate area is comprised of future commercial establishments. The property is zoned PAD C-2 which is consistent with the proposed use.

Commercial and residential growth is increasing in this area.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no affect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.

Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001

October 14, 2024

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Safeway #0048
17230 W Peoria Ave

The Surprise Fire-Medical Department has been involved with the pre-construction / plan review process at the above referenced location within the last few months to ensure compliance with the applicable fire codes within the tenant space and building. Since construction work is still ongoing, there are no known fire code violations. Therefore, fire has no comment on the application at this time.

If you have any questions feel free to contact me.

Keith Tanner

Keith Tanner, Fire Marshal
Fire Prevention Division
Surprise Fire-Medical Department

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W

REFERENCE:

Application Number – 310067 October 14, 2024
Series #09 - New Application – Liquor Store

APPLICANT:

Safeway #0048
17230 W. Peoria Avenue
Surprise, Arizona 85355

FINDINGS:

1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Safeway is a grocery store chain with stores established already in Surprise and nationwide. This store's market consists of all residents of the City of Surprise and the surrounding northwest valley.

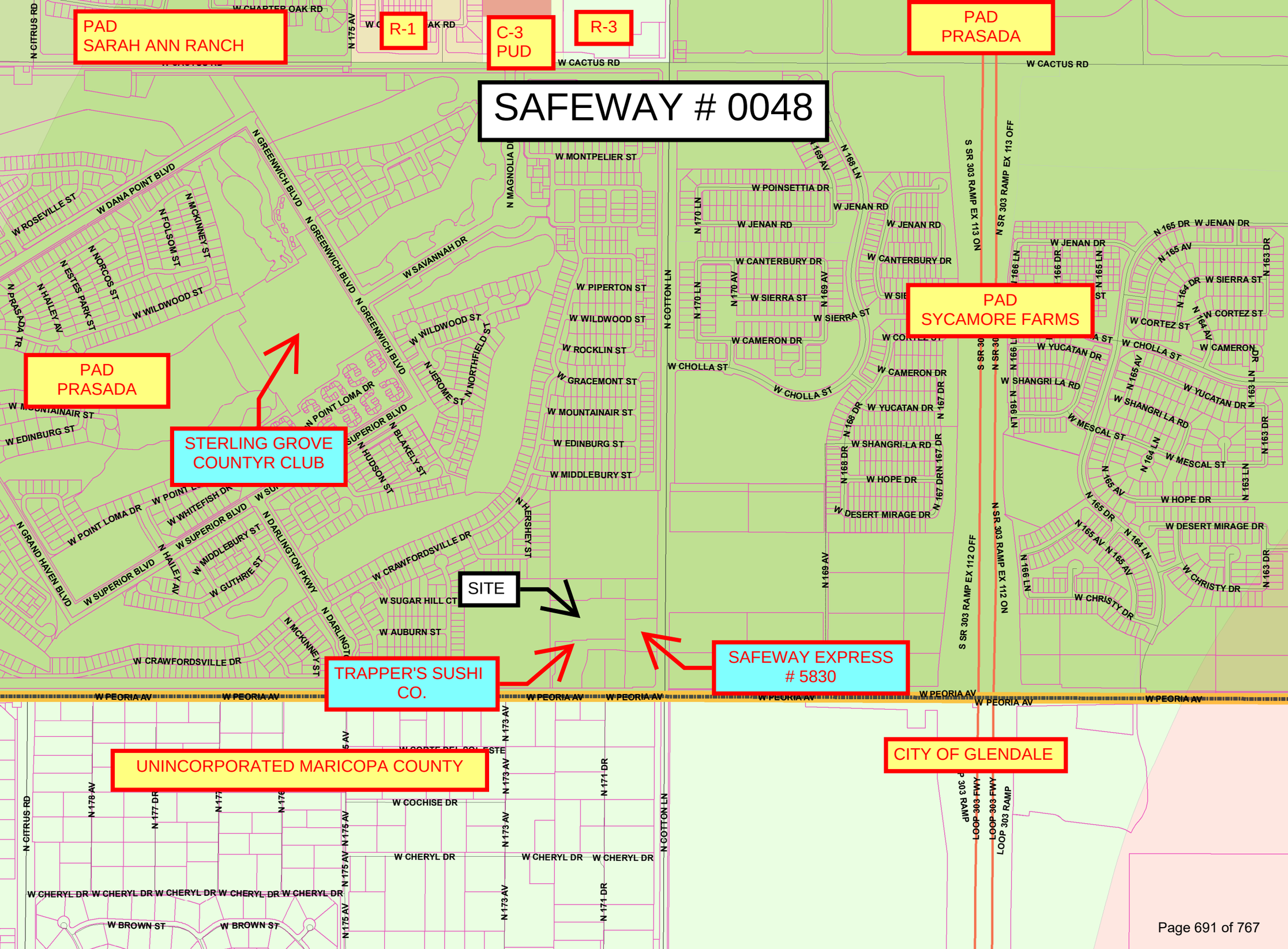
2) ***Effect of vehicular traffic in proximity.***
Brand new roads are being established simultaneously with the store and the rest of the plaza's construction. Cotton Lane, which borders on the east side of the store has been recently expanded to multiple lanes for north and south bound travel, and Peoria Avenue, which borders on the south has recently been expanded and is currently under more improvements currently to accommodate the anticipated increased traffic, which should be adequate for the plaza.

3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at lest 20 days before the hearing.***
This store opened for business the end of last year and in that time, there was one case of criminal damage in the parking lot of the plaza. There have been no specific calls for service at the store.

4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
This Safeway store is open every day from 6 AM – 10 PM. Safeway is the largest occupants of this developing shopping center at this location which has a McDonald's in the parking lot that is open until 11 PM every night and the drive thru is open until midnight. There is also a Taco Bell in the same plaza which closes at Midnight and at 1 AM on Friday and Saturday nights. The other businesses in the plaza do not have these late hours. There is also a Trapper's Sushi Restaurant (Series #12) in the plaza that closes at 9 PM every night.

5) ***Appropriateness of series license requested.***
The series #9 license is appropriate for this Safeway Food & Drug.

Submitted by Officer C. E. Tovar #2059


SAFEWAY # 0048
PAD
SARAH ANN RANCH
R-1
C-3
PUD
R-3
PAD
PRASADA
PAD
SYCAMORE FARMS
PAD
PRASADA
STERLING GROVE
COUNTYR CLUB
SITE
TRAPPER'S SUSHI
CO.
SAFEWAY EXPRESS
5830
UNINCORPORATED MARICOPA COUNTY
CITY OF GLENDALE
W CACTUS RD
W PEORIA AV
W MONTPELIER ST
W POINSETTIA DR
W JENAN RD
W CANTERBURY DR
W SIERRA ST
W CAMERON DR
W CHOLLA ST
W PIPERTON ST
W WILDWOOD ST
W ROCKLIN ST
W GRACEMONT ST
W MOUNTAINAIR ST
W EDINBURG ST
W MIDDLEBURY ST
W SHANGRI-LA RD
W HOPE DR
W DESERT MIRAGE DR
W YUCATAN DR
W MESCAL ST
W CHRISTY DR
W CORTEZ ST
W SIERRA ST
W SAVANNAH DR
W DANA POINT BLVD
W ROSEVILLE ST
W WILDWOOD ST
W POINT LOMA DR
W WHITEFISH DR
W SUPERIOR BLVD
W CRAWFORDSVILLE DR
W SUGAR HILL CT
W AUBURN ST
W GUTHRIE ST
W COCHISE DR
W CHERYL DR
W BROWN ST
N GREENWICH BLVD
N MAGNOLIA DR
N COTTON LN
N 169 AV
N 168 LN
N 170 LN
N 170 AV
N 169 AV
N 167 DR
N 168 DR
N 166 LN
N 165 DR
N 165 AV
N 164 DR
N 164 AV
N 164 LN
N 163 DR
N 163 LN
N 175 AV
N 173 AV
N 171 DR
N 178 AV
N 177 DR
N CITRUS RD
N PRASADA TR
N MCKINNEY ST
N FOLSOM ST
N NORCOS ST
N ESTES PARK ST
N HAILEY AV
N GREENWICH BLVD
N JEROME ST
N NORTHFIELD ST
N BLAKELY ST
N HUDSON ST
N HERSHEY ST
N DARLINGTON PKWY
N GRAND HAVEN BLVD
S SR 303 RAMP EX 113 ON
N SR 303 RAMP EX 113 OFF
S SR 303 RAMP EX 112 OFF
N SR 303 RAMP EX 112 ON
LOOP 303 FWY
LOOP 303 RAMP

SURPRISE
ARIZONA

MEMO

Date: 10/9/2024

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Courtnee Chavez, Business Compliance Specialist

RE: Liquor License Application – Safeway Inc - 17230 W Peoria Ave

Business License Status:

☐ Application link emailed on .

☑ License # 1025797 , current and valid for 12/31/25 .

☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.

BUSINESS LICENSE

CITY OF SURPRISE

16000 N. Civic Center Plaza
Surprise, AZ 85374-7470

Business Name: Safeway #48

Business Location: 17230 W Peoria Ave Surprise, Az 85388

Description: RETAIL

SURPRISE
ARIZONA

Safeway Inc
Ms 6516
Safeway #48
Po Box 29096
Phoenix, Az 85038

BUSINESS LICENSE NUMBER: **1025797**

Effective Date: 01/01/2024

Expiration Date: 12/31/2024

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

BUSINESS LICENSE

CITY OF SURPRISE

16000 N. Civic Center Plaza
Surprise, AZ 85374-7470

Business Name: Safeway #48

Business Location: 17230 W Peoria Ave Surprise, Az 85388

Description: RETAIL

SURPRISE
ARIZONA

Safeway Inc
Ms 6516
Safeway #48
251 Little Falls Dr
Wilmington, De 19808-1674

BUSINESS LICENSE NUMBER: 1025797

Effective Date: 01/01/2025

Expiration Date: 12/31/2025

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Presentation, discussion, and public hearing pertaining to the Surprise 295 Annexation; Case FS24-0623.

Motion:
No Action

Background:
Mark Reddie with RVi Landscape + Architecture, applicant, on behalf of Old Westbury Land & Cattle Company LLC, and Puerto Penasco Development LLC, property owners, seek annexation of undeveloped land generally located south of the Central Arizona Project (CAP), east of the Buckeye city limits, north and south of the future Beardsley Road alignment and west of the future 251st Avenue alignment. The annexation proposal includes three (3) parcels 503-83-022H, 503-82-001A, and 503-82-016, encompassing approximately 6.01 acres of unincorporated land. The subject properties are currently zoned Maricopa County Rural-43. If annexed, the property will assume the similar zoning district of Rural Residential (RR) as outlined in the Land Development Ordinance (LDO).

The applicant applied for a rezone request (under case# FS23-0350) to change the zoning designation from Rural Residential (RR) to 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 proposed to be used as a secondary access easement for the future Surprise 295 development.

The blank petition was recorded with the Maricopa County Recorder's Office on October 16, 2024. Per the Arizona Revised Statutes (ARS) signatures of property owners may not be collected until 30 days after the recording of the blank petition and a public hearing must be held within the last ten days of the 30-day waiting period. Once the public hearing is held and the 30-day waiting period has expired state statute requires that an excess of 50% of the landowners and assessed valuation for all real and personal property sign the petition in order to validate the petition. The statute allows up to one year to obtain the signatures.

Objective Analysis:

Positive impacts include adding additional property to the incorporated limits which will generate additional property and potential development fees. Negative impacts could include providing services in a 6.01 acres area where 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 where the City did not previously provide services. If the area is annexed, future development fees, sales and property taxes could result.

Budget Impact:

At this time, there are no budget impacts associated with this item. If the City Council moves forward to annex property into the City limits there could be minor budget impacts to the City to provide services to an area where the City did not previously provide services. If the area is annexed, future development fees, sales and property taxes could result.

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 - FS24-0623 Surprise 295 Annexation - Blank Petition - Staff Report
2. 01-FS24-0623 Surprise 295 Annexation - Blank Petition
3. 02 - FS24-0623 Surprise 295 Annexation - Vicinity Map
4. FS24-0623 Surprise 295 Annexation - PowerPoint

ANNEXATION

REPORT TO THE CITY COUNCIL

Case:	**FS24-0623**
Project Name:	Surprise 295 Annexation – Blank Petition
Council District:	1 - Acacia
City Council Date:	**November 4, 2024**
Planner:	Chris Sexton, Planner II

Owners:	Old Westbury Land & Cattle Company LLC Puerto Penasco Development LLC
Applicant:	Mark Reddie with RVi Landscape + Architecture
Request:	Annexation Public Hearing
Site Location:	Generally located south of the Central Arizona Project (CAP), east of the Buckeye city limits, north and south of the future Beardsley Road alignment and west of the future 251st Avenue alignment.
Site Size:	6.01 acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2040
Actions:	No Action at the time. City Council public hearing to discuss the annexation proposal.

Project Description:

Mark Reddie with RVi Landscape + Architecture, applicant, on behalf of Old Westbury Land & Cattle Company LLC, and Puerto Penasco Development LLC, property owners, seek annexation of undeveloped land generally located south of the Central Arizona Project (CAP), east of the Buckeye city limits, north and south of the future Beardsley Road alignment and west of the future 251st Avenue alignment. The annexation proposal includes three (3) parcels 503-83-022H, 503-82-001A, and 503-82-016, encompassing approximately 6.01 acres of unincorporated land. The subject properties are currently zoned Maricopa County Rural-43. If annexed, the property will assume the similar zoning district of Rural Residential (RR) as outlined in the Land Development Ordinance (LDO).

The applicant applied for a rezone request (under case# FS23-0350) to change the zoning designation from Rural Residential (RR) to 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 proposed to be used as a secondary access easement for the future Surprise 295 development.

Arizona Revised Statutes require the filling of a blank annexation petition. The blank petition relating to the subject property was recorded with the Maricopa County Recorder's Office on October 16, 2024 (see attached). Arizona Revised Statutes also require that no signatures be obtained during a 30-day waiting period immediately following the filing of the blank petition, and that a public hearing must be held during the last 10 days of the 30-day waiting period. This requirement is met as the public hearing is being held on day 25 of the 30-day waiting period. Once the public hearing is held and the 30-day waiting period has ended, signatures may be collected. State statute further requires that an excess of 50% of the landowners and assessed valuation for all real and personal property, sign the petition in order to validate the petition. State statute allows up to one year following the end of the 30-day period to obtain the required number of signatures.

Summary:

The proposed annexation includes approximately 6.01 acres and requires signatures from representatives of two (2) property owners after the Arizona Revised Statute's required 30-day waiting period that concludes 30 days after the recordation of the blank petition. Upon receiving those signatures, the Surprise 295 Annexation will be eligible for annexation by the City of Surprise. The signed petition must be presented and considered by City Council within one (1) year.

The parcels to be annexed complies with all requirements for size, shape, and contiguity set forth in the Arizona annexation statutes.

Attachments:
01 Recorded Blank Petition
02 Vicinity Map
PPT

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
STEPHEN RICHER
20240550219 10/16/2024 12:54
ELECTRONIC RECORDING

AnnexRes2024147-10-1-1--
Yorkm

Recording requested by:

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

BLANK ANNEXATION PETITION

RESOLUTION 2024-147

EXHIBITS A & B AFFIDAVIT REGARDING ANNEXATION

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 15th day of October, 2024.

Skip Hall, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Robert Wingo, City Attorney

Resolution # 2024-147
RFLS # 9656
Rev. 7/24

AFFIDAVIT REGARDING ANNEXATION

Personally appears before me, Lloyd Abrams, who, first being duly sworn, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed Community Development Director of the City of Surprise, Arizona and I am qualified to make this affidavit on behalf of and for the City.
3. I have made a diligent search of the records of the Office of the Clerk of the City of Surprise and of the Office of the Maricopa County Recorder for any annexation filing which might involve territory sought to be annexed in the City of Surprise Annexation Petition, which is filed herewith, with exhibits, in the Office of the Maricopa County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471(A)(6), that no part of the territory associated with **Surprise Case #FS24-0623** for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

FURTHER AFFIANT SAYETH NOT.

Lloyd Abrams

(Lloyd Abrams, Surprise Community Development Director)

SWORN TO AND SUBSCRIBED before me
this 16th day of October, 2024.

Notary Public for the State of Arizona

CHARLES VASQUEZ
Notary Public - Arizona
MARICOPA COUNTY
Commission # 655397
Expires August 21, 2027

My commission expires: 8-21-27

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 #FS24-0623, 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

ATWELL

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

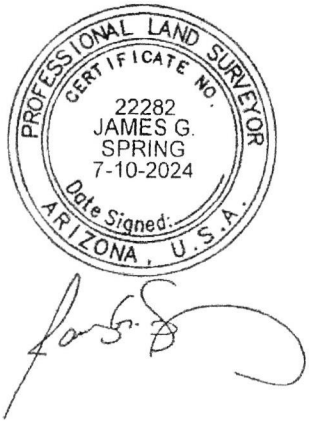
LOCATED WITHIN A PORTION OF THE SOUTH HALF OF SECTION 18, AND THE NORTH HALF OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

FURTHER DESCRIBED AS FOLLOWS:

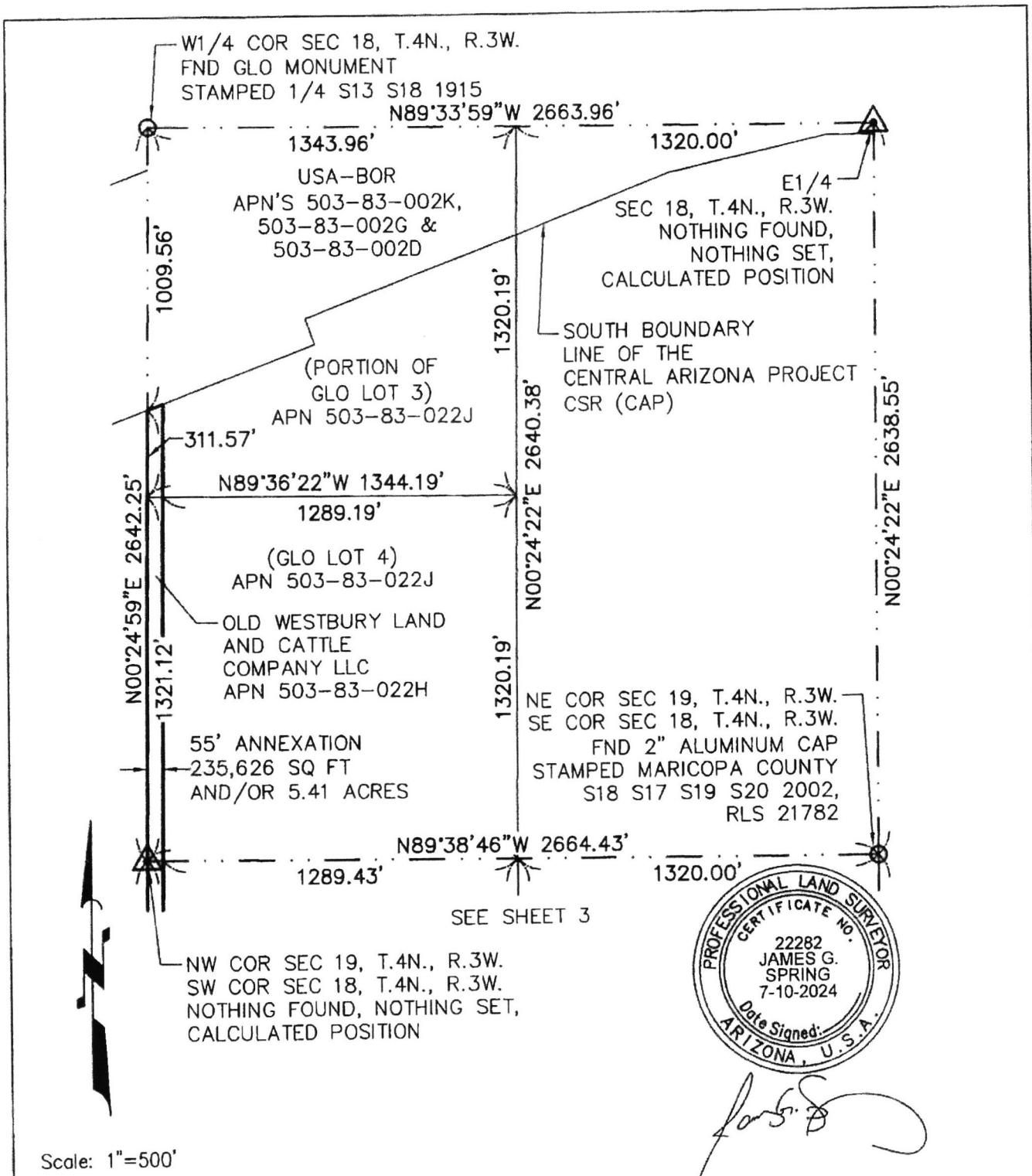
THE WEST 55 FEET OF THE SOUTH HALF OF SECTION 18, EXCEPT THE NORTH PORTION THAT FALLS NORTH OF THE SOUTH BOUNDARY LINE OF THE CENTRAL ARIZONA PROJECT CSR (CAP) AND THE WEST 55 FEET OF THE NORTH HALF OF SECTION 19.

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



B



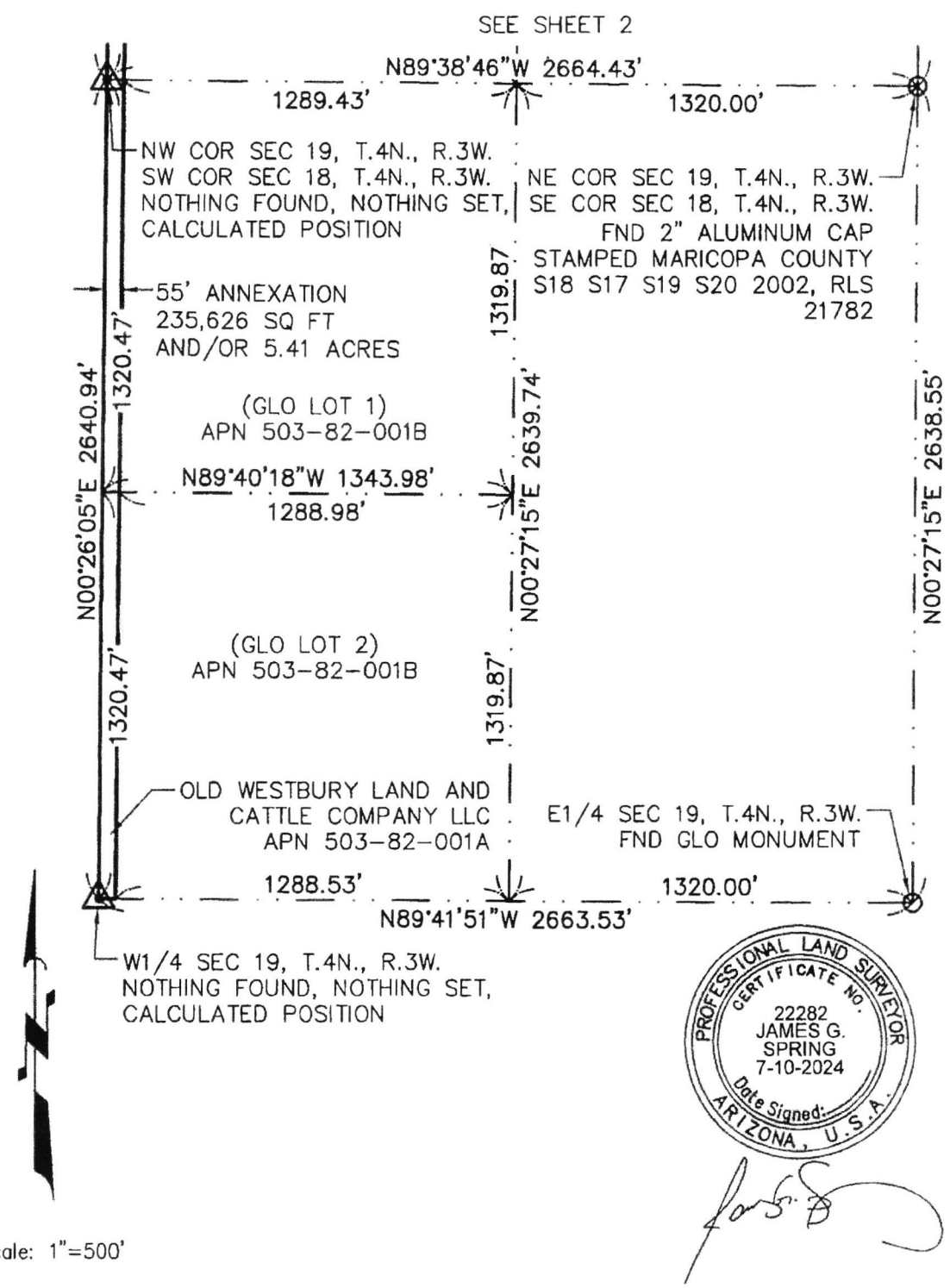
JOB NO. 21003646 PRODUCT TYPE: EX DATE: 07-10-2024

SHEET 2 OF 3

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

EXHIBIT "B."
APN NO. 503-83-022H
55 FOOT ANNEXATION
TO THE CITY OF SURPRISE
CITY OF SURPRISE, ARIZONA

K:\21003646 - HAMPTON SURPRISE\DWG\SURVEY\ALTA\ANNEXATION LEGALS\XREFERENCE\JGS SIGNED SEAL.DWG SAVE DATE: 7/10/2024 7:32 AM PLOT DATE: 7/10/2024 8:35 AM



Scale: 1"=500'

JOB NO. 21003646 PRODUCT TYPE: EX DATE: 07-10-2024	SHEET 3 OF 3

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

EXHIBIT "B"
APN NO. 503-82-001A
55 FOOT ANNEXATION
TO THE CITY OF SURPRISE
CITY OF SURPRISE, ARIZONA

K:\21003646 - HAMPTON SURPRISE\DWG\SURVEY\ALTA\ANNEXATION LEGALS\XREFERENCE\JGS SIGNED SEAL.DWG SAVE DATE: 7/10/2024 7:32 AM PLOT DATE: 7/10/2024 8:35 AM

ATWELL

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.

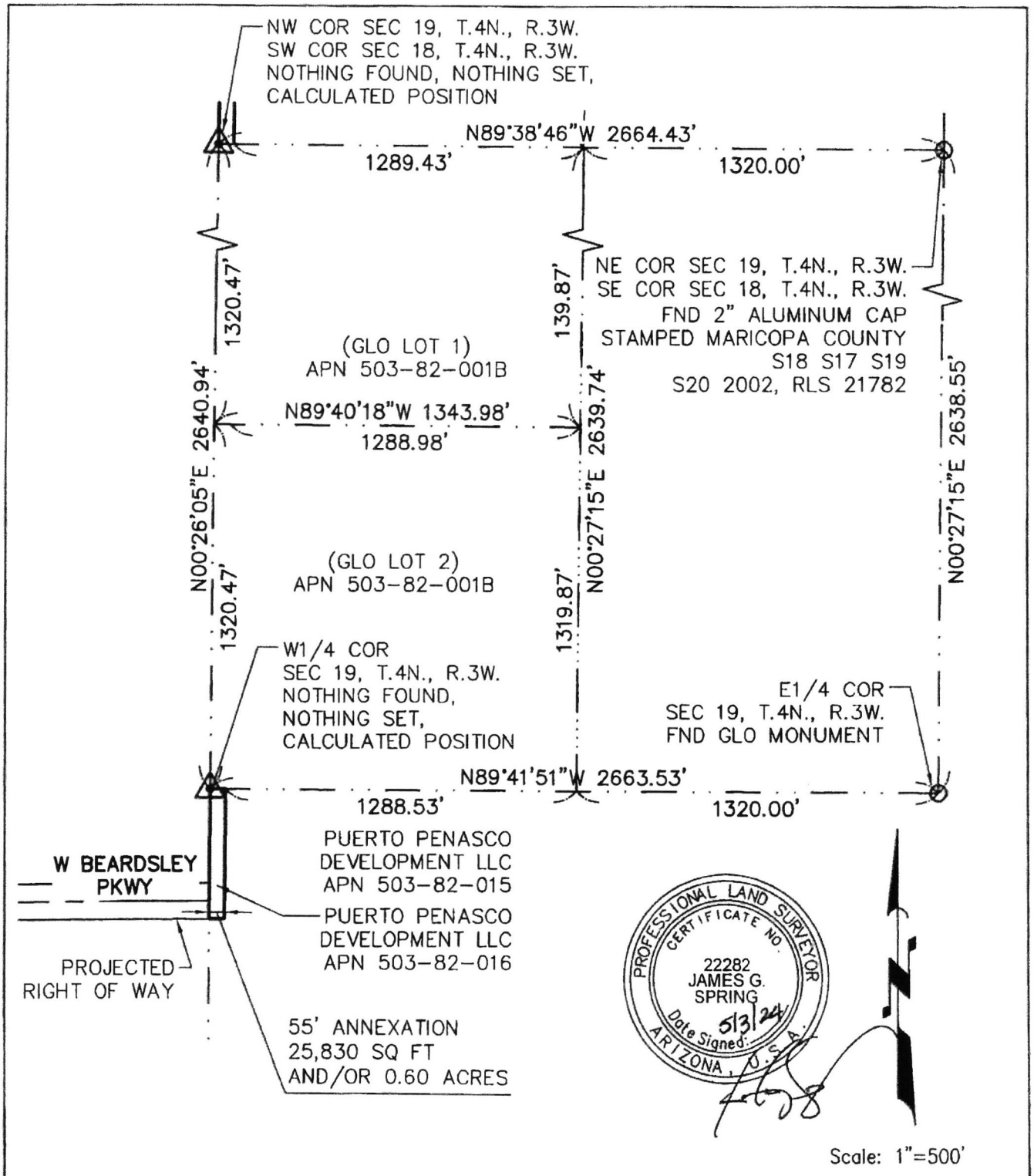
FURTHER DESCRIBED AS FOLLOWS:

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

B

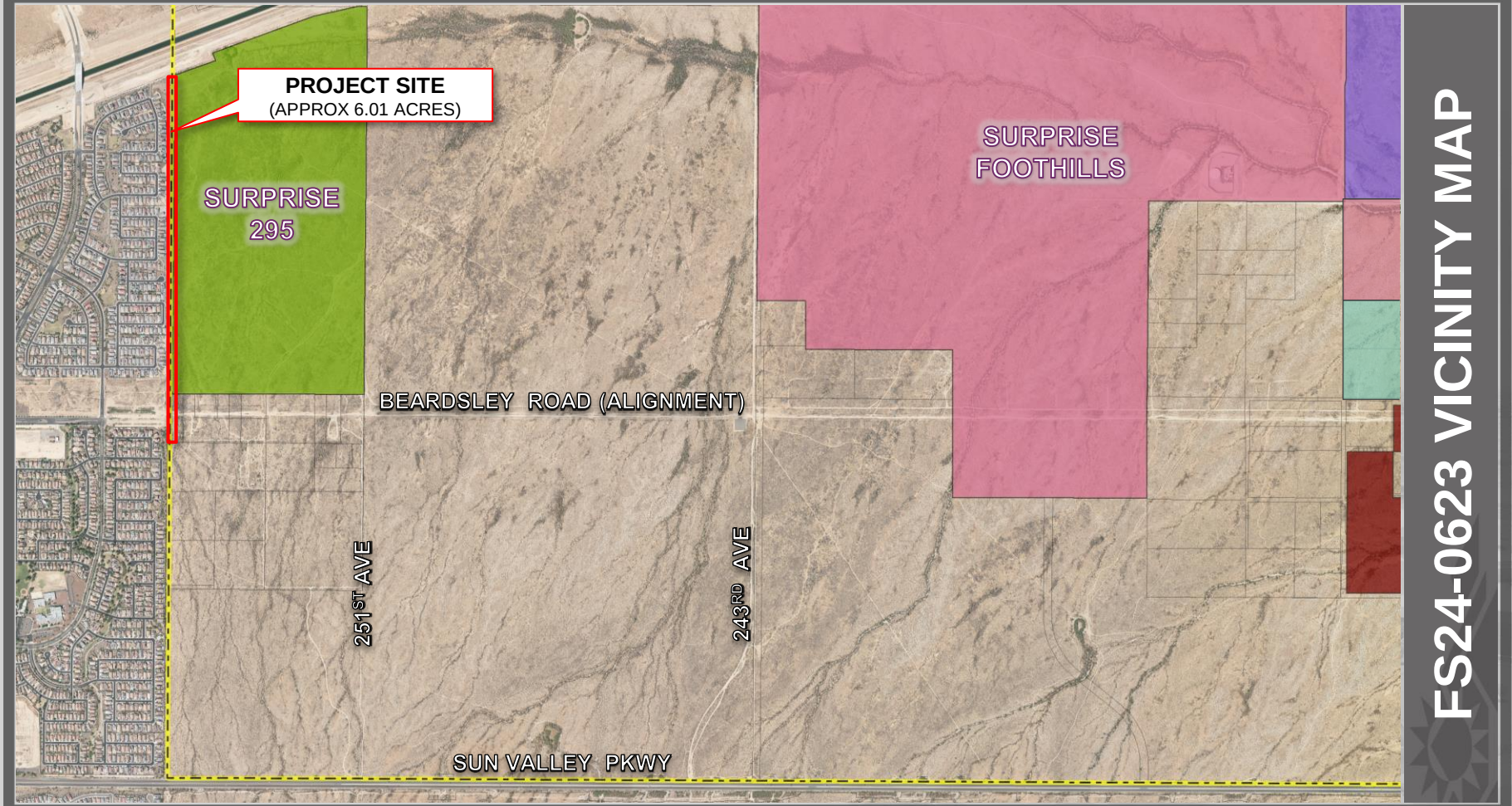


JOB NO. 21003646 PRODUCT TYPE: EX DATE: 05-03-2024	SHEET 2 OF 2

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

EXHIBIT "B"
APN NO.(S) 503-83-016
55 FOOT ANNEXATION
TO THE CITY OF SURPRISE
CITY OF SURPRISE, ARIZONA

K:\21003646 - HAMPTON SURPRISE\DWG\SURVEY\ALTA\ANNEXATION LEGALS\21003646 55FT ANNEXATION EXHIBIT2.DWG SAVE DATE: 5/3/2024 1:05 PM PLOT DATE: 5/3/2024 1:51 PM



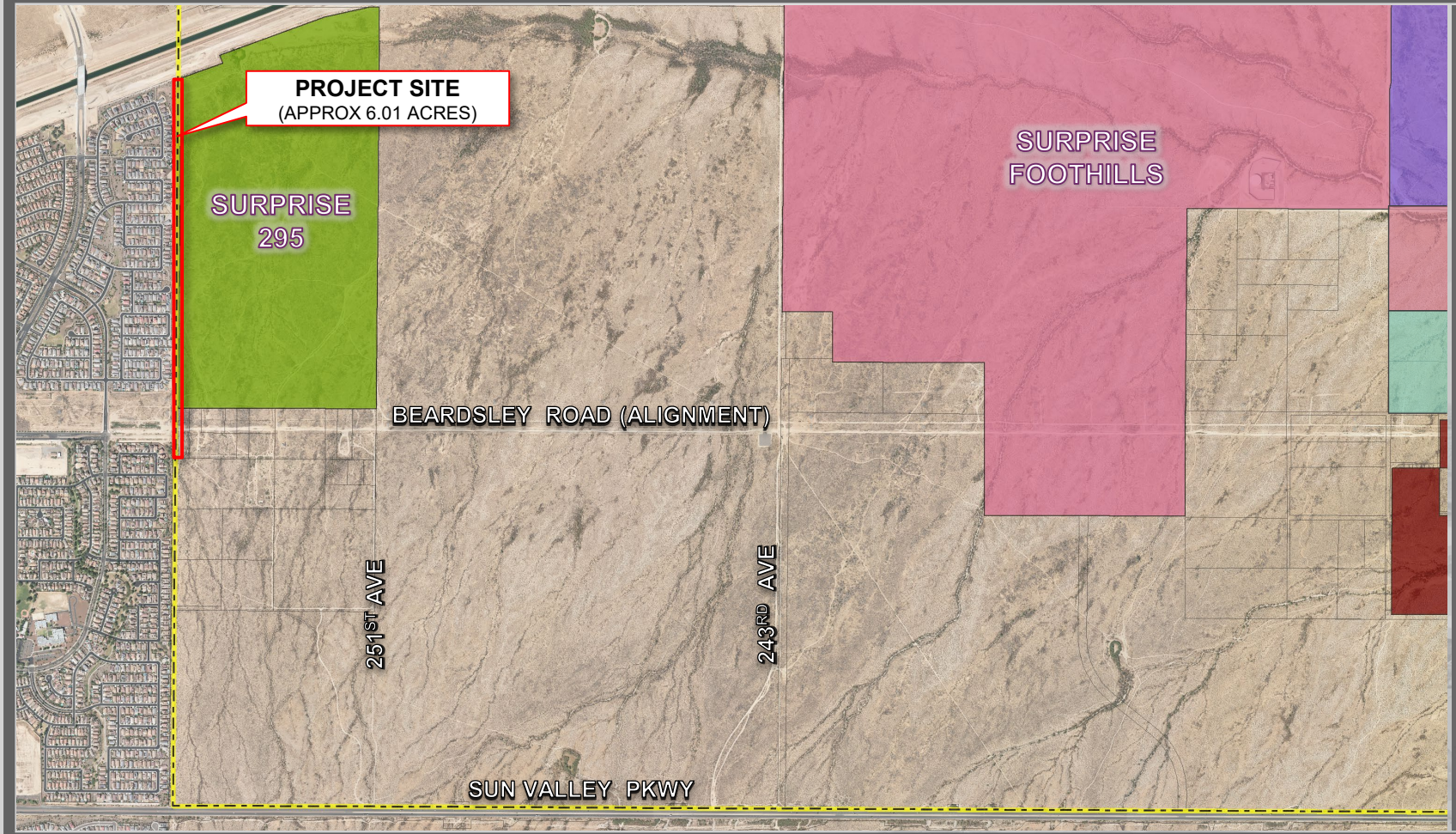
FS24-0623 VICINITY MAP

SURPRISE
ARIZONA

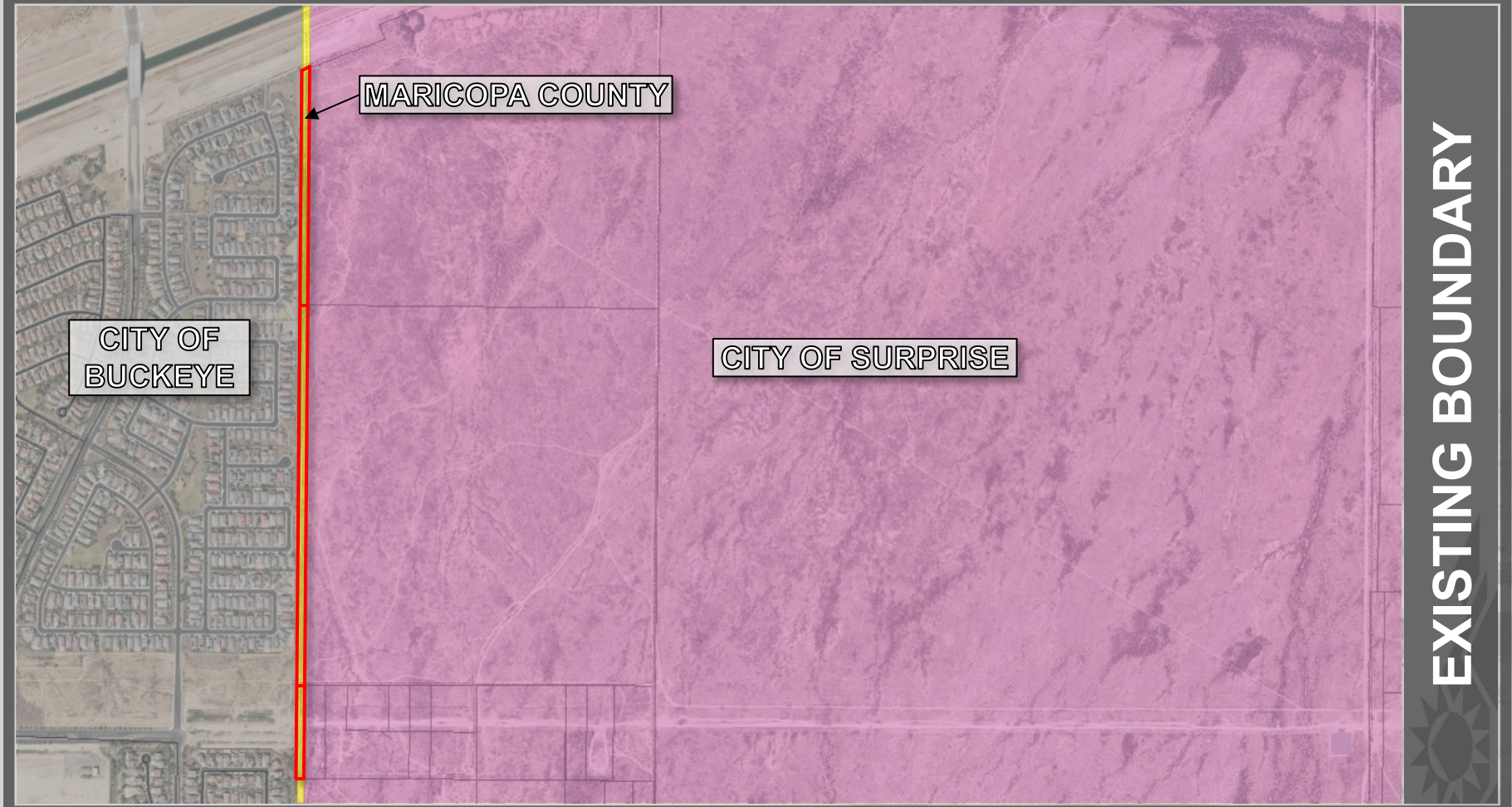
FS24-0623
Surprise 295
Annexation – Blank Petition

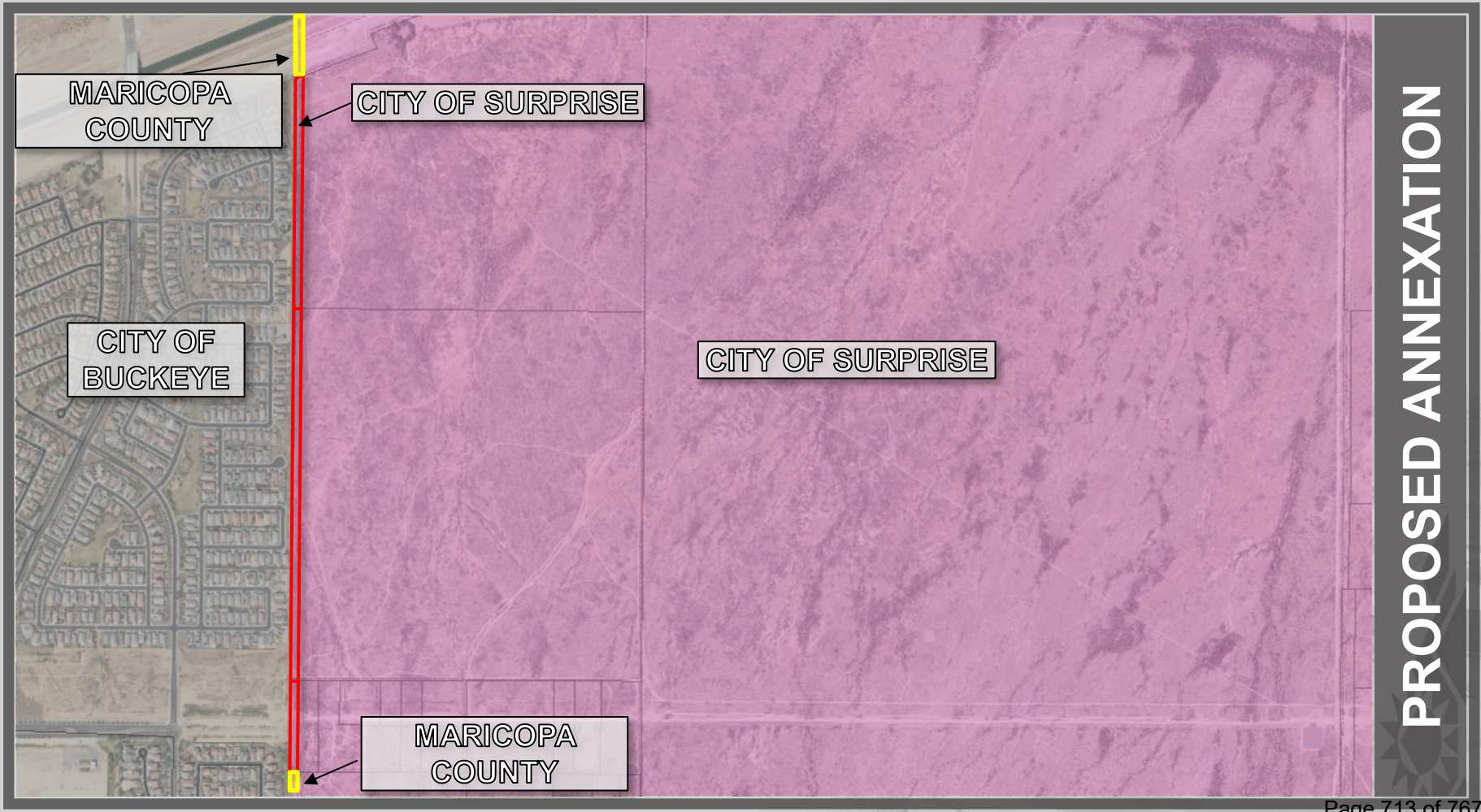
City Council

November 4, 2024



FS24-0623 VICINITY MAP


MARICOPA COUNTY
CITY OF BUCKEYE
CITY OF SURPRISE
EXISTING BOUNDARY


MARICOPA COUNTY
CITY OF SURPRISE
CITY OF BUCKEYE
CITY OF SURPRISE
MARICOPA COUNTY
PROPOSED ANNEXATION

Annexation Steps

Resolution for the Intent to Annex

- Approve Resolution for Blank Petition
- City Council meeting – October 15, 2024

File Blank Petition:

- Begins 30-day waiting period
- Reach out to County Assessor and Dept of Revenue
- Petition to be filed

Public Hearing: ← **Tonight**

- 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

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Contact Person: Lloyd Abrams, Director - Community Development
Submitting Department: Community Development
District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action abandoning a 15-feet of right-of-way for approximately 2,520 foot section of Citrus Road, between Norwich Drive and Pinnacle Peak Road; Resolution #2024-184.

Motion:
I move to approve Resolution #2024-184.

Background:
On May 16, 1985, Maricopa County recorded the dedication of 55 feet of right-of-way from Mr. Johnson, per Maricopa County Record Document Number 1985-0224282. This dedication encompassed 55 feet along Citrus Road, extending 1,320 feet south from Norwich Drive to the boundary of the "Burke Property Map of Dedication." Subsequently, on May 23, 1978, the City annexed this area under Ordinance Number 87-03. On December 14, 2006, the City Council passed Resolution No. 06-158, approving the "Burke Property Map of Dedication," which dedicated 55 feet of right-of-way along a 1,200-foot section of Citrus Road, north of Pinnacle Peak Road. At that time, the dedication aligned with the Burke Property Planned Area Development (PAD), which designated Citrus Road as an arterial roadway.

On April 18, 2023, the City Council approved a major amendment to the PAD for North Copper Canyon, effectively terminating the Burke Property PAD. As part of this amendment, the City's Transportation Department reclassified Citrus Road as a residential collector, making the previously dedicated 55 feet of right-of-way unnecessary for this road classification.

This resolution proposes to abandon 15 feet of the previously dedicated right-of-way, reducing the total to 40 feet, in accordance with the City's standards for residential collector roads.

Objective Analysis:
Approval of the Resolution will allow the applicant the ability to abandon a portion of right-of-way that is longer needed.

Policy Compliant:

The proposed Resolution is consistent with the Surprise General Plan 2040 and the City of Surprise Land Development Ordinance.

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 staffing levels.

ATTACHMENTS:

1. Resolution#2024-184 Abandonment of a portion of Citrus Rd
2. Citrus Road Right-of-Way Abandonment - CC 11.04.24

RESOLUTION #2024-184

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, VACATING THE CITY OF SURPRISE'S INTEREST IN A PORTION OF A ROADWAY WITHIN SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST, GENERALLY LOCATED WEST OF GRAND AVENUE.

WHEREAS, on April 23, 1987, the City annexed the area containing the roadway proposed to be vacated via Ordinance 87-03;

WHEREAS, a portion of the roadway proposed to be vacated was dedicated via M.C.R. # 1985-0224282;

WHEREAS, a portion of the roadway proposed to be vacated was dedicated via Book 918 of Maps, page 9 of the Maricopa County Recorder;

WHEREAS, the area proposed to be vacated is approximately .88 acres;

WHEREAS, a portion of the roadway proposed to be vacated is located within North Copper Canyon Village Development;

WHEREAS, the developer of North Copper Canyon Village Development requested the City vacate a portion of roadway;

WHEREAS, City staff has opined that the portion of roadway proposed to be vacated is no longer necessary for City roadway purposes;

WHEREAS, pursuant to A.R.S. § 28-7205, the City Council may vacate a roadway;

WHEREAS, pursuant to A.R.S. § 28-7215(A), City staff has determined that any land adjoining the roadway will not be left without a public or private legal access connecting the land with an established public roadway, but nevertheless hereby expressly reserves herein the roadway rights of ingress and egress for public or emergency vehicles, all property owners, property owner guests and invitees and persons lawfully conducting business on the land, and;

WHEREAS, pursuant to A.R.S. § 28-7215(B), City staff has determined that the portion of the roadway proposed to be vacated has no public use or no market value, and the developer of North Copper Canyon Development agrees to and shall assume both the costs of maintaining the public roadway, and all liability associated in any way with and for the public roadway.

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

Section 1. The City of Surprise hereby declares that the portion of roadway as depicted and legally described in Exhibit A (the "Property"), is no longer needed for a public roadway, and that it has no market value to the City.

Section 2. The City of Surprise acknowledges that pursuant to A.R.S. § 28-7205, upon vacating title to the Property, title will vest in Courtland Land, LLC.

Section 3. Courtland Land, LLC, shall assume both the costs of maintaining the public roadway, and all liability associated in any way with and for the public roadway.

Section 4. The City of Surprise hereby vacates its right, title, and interest in the Property, subject to expressly reserving the rights of ingress and egress for public or emergency vehicles, all property owners, property owner guests and invitees, and persons lawfully conducting business on the land, if any.

APPROVED AND ADOPTED this_____day of _____2024.

_____
Skip Hall, Mayor

Attest:

_____
Sherry Aguilar, City Clerk

Approved as to form:

_____
Robert Wingo, City Attorney

EXHIBIT 'A'

LEGAL DESCRIPTION

CITRUS ROAD RIGHT-OF-WAY ABANDONMENT

A parcel of land located within the Southwest quarter of Section 11, Township 4 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 11, being a brass cap, from which the West quarter corner of said Section bears North 00° 30' 06" East a distance of 2,633.84 feet;
Thence North 00° 30' 06" East along the West line of Section 11 a distance of 59.81 feet;
Thence South 89° 29' 54" East a distance of 40.00 feet to the East line of the West 40.00 feet of the Southwest quarter of Section 11 and the **POINT OF BEGINNING;**
Thence North 00° 30' 06" East along said East line a distance of 2503.92 feet to the South line of the North 70.00 feet of the Southwest quarter of Section 11;
Thence South 89° 21' 01" East along said line a distance of 15.00 feet to the East line of the West 55.00 feet of the Southwest quarter of Section 11;
Thence South 00° 30' 06" West along said East line a distance of 2490.95 feet;
Thence South 44° 21' 57" East a distance of 46.78 feet to the North line of the South 40.00 feet of the Southwest quarter of Section 11;
Thence North 89° 14' 01" West along said South line a distance of 28.00 feet;
Thence North 44° 21' 57" West a distance of 28.35 feet to the **POINT OF BEGINNING**.

Containing 38,203 sq. ft.

See attached Exhibit Drawing by reference made part hereto.

Land Survey Services PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

Phone 602.703.7010

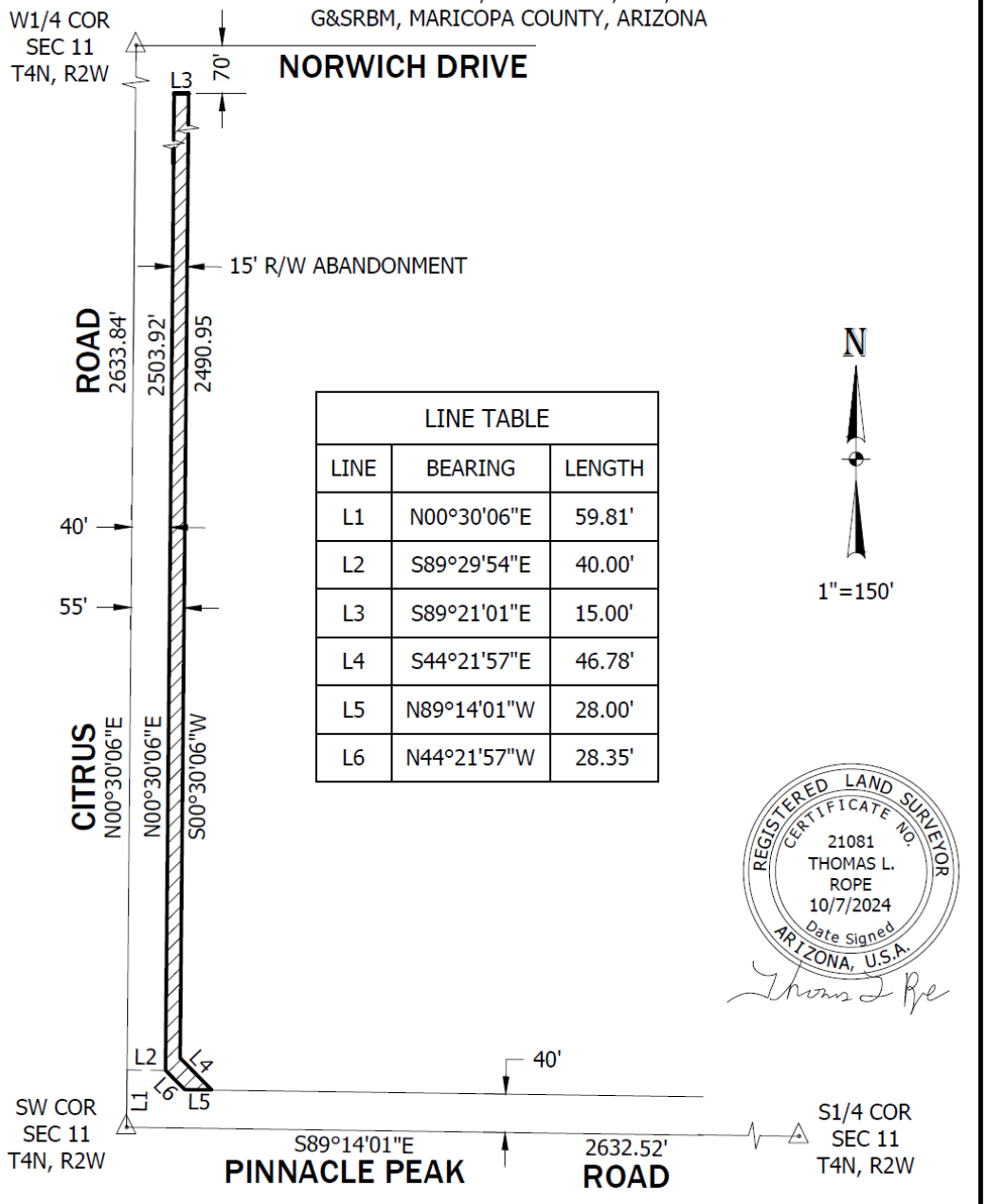
Job No. 19040

EXHIBIT 'B'

Property

EXHIBIT

SHOWING RIGHT-OF-WAY ABANDONMENT
FOR CITRUS ROAD, SECTION 11, T4N, R2W
G&SRBM, MARICOPA COUNTY, ARIZONA



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°30'06"E	59.81'
L2	S89°29'54"E	40.00'
L3	S89°21'01"E	15.00'
L4	S44°21'57"E	46.78'
L5	N89°14'01"W	28.00'
L6	N44°21'57"W	28.35'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21081
THOMAS L.
ROPE
10/7/2024
Date Signed
ARIZONA, U.S.A.

Thomas L Rope

Land Survey Services, PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

PART OF SW1/4 OF SEC 11, T4N, R2W
G&SRBM, MARICOPA COUNTY, ARIZONA

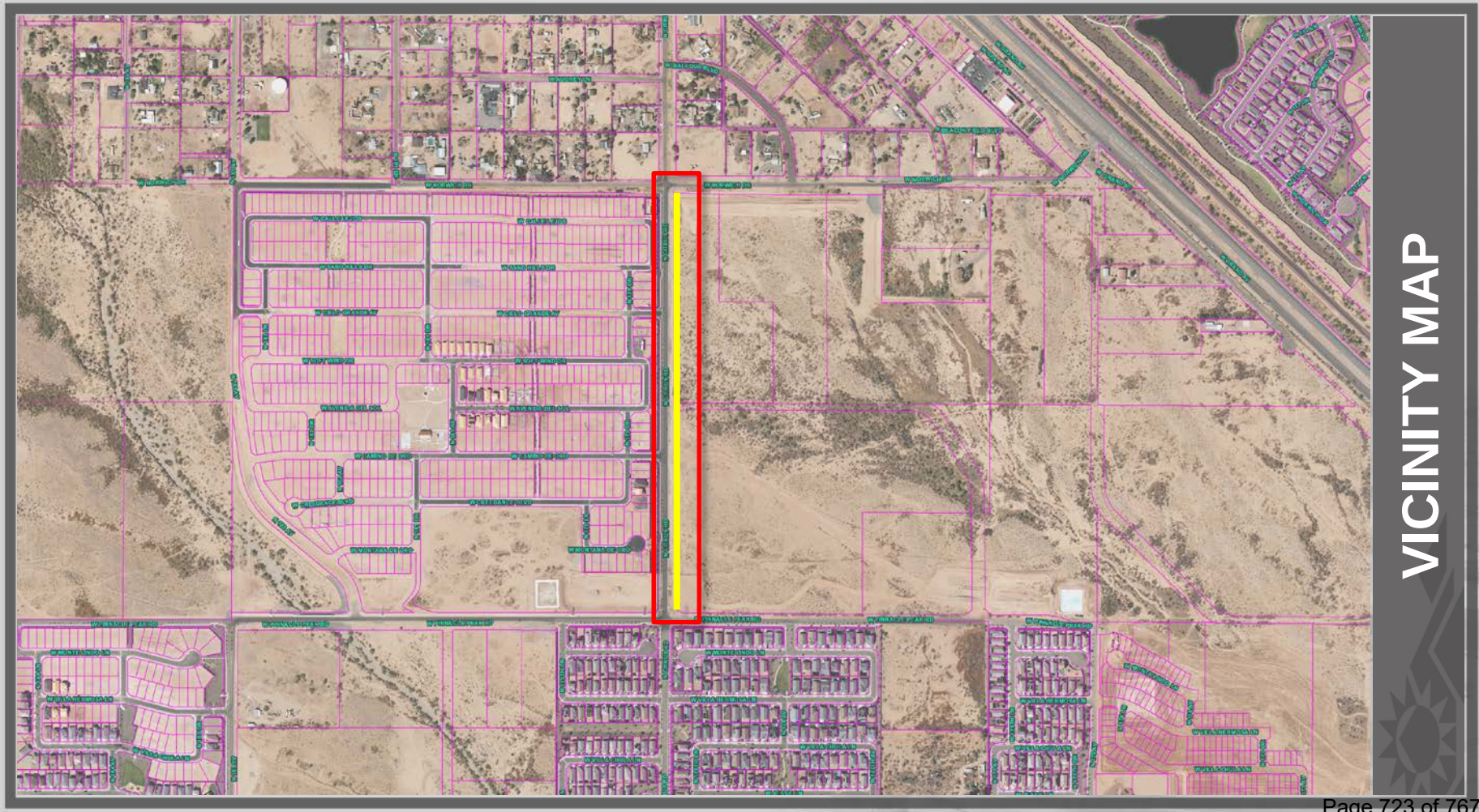
Phone: 602.703.7010

Date: OCT 2024
Job No.: 19040

SURPRISE
ARIZONA

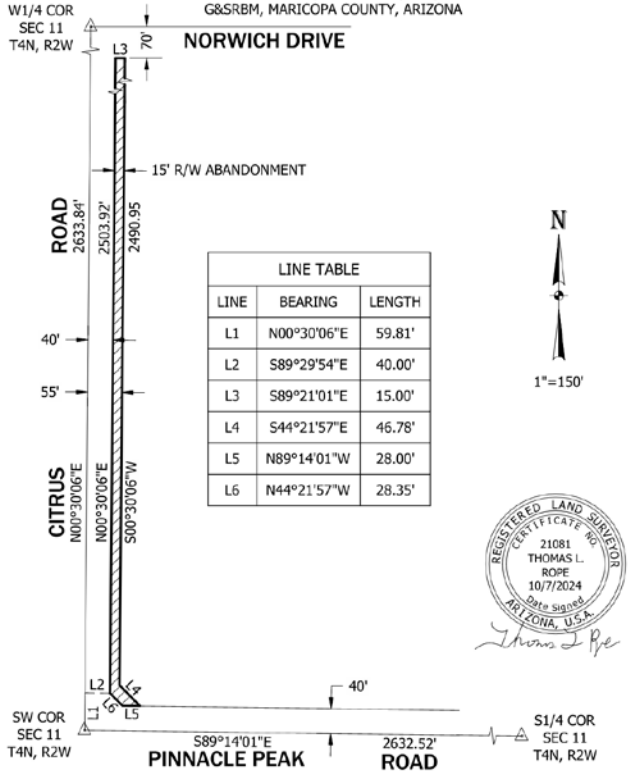
Citrus Road Right-of-Way Abandonment Resolution #2024-184

City Council – November 4, 2024


VICINITY MAP

EXHIBIT

SHOWING RIGHT-OF-WAY ABANDONMENT
FOR CITRUS ROAD, SECTION 11, T4N, R2W
G&SRBM, MARICOPA COUNTY, ARIZONA



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PART OF SW1/4 OF SEC 11, T4N, R2W
G&SRBM, MARICOPA COUNTY, ARIZONA

Phone: 602.703.7010

Date: OCT 2024
Job No.: 19040

EXHIBIT

SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: Mayor and Council
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to membership in the Southwest Valley Chamber of Commerce.

Motion:
I move to join the Southwest Valley Chamber of Commerce.

Background:
The City of Surprise has not recently been a member of an active chamber. In order to provide Surprise businesses with chamber networking events and opportunities to engage through active social media outlets, expanded training options, various chamber committee options, Council requested a presentation to discuss how the Southwest Valley Chamber of Commerce could enhance the achievements of the Surprise Economic Development Department.

Objective Analysis:
To provide further chamber options for our Surprise businesses.

Policy Compliant:
Yes

Financial Impact:
The financial impact is unknown at this time, but can range from $10,000 to $25,000 depending on what membership package is chosen. The membership options and costs will be discussed during the presentation.

Budget Impact:
The budget impact is unknown at this time, but can range from $10,000 to $25,000 depending on what membership package is chosen. The membership options and costs will be discussed during the presentation.

FTE Impact:
No

ATTACHMENTS:

1. SVCC PPT
2. SVCC _Year to Date Report

Welcome to the Chamber Community

Chamber Community

Chamber members are investing in the success of the area. Through membership, members are choosing to be part of an organization that has championed the cause of their business. We are one voice that is recognized regionally.

Chamber Partnership

Partnerships with the city play a crucial role in driving membership growth for the SVCC by expanding our reach and visibility within the community. These collaborations also foster valuable connections, enabling businesses to engage with local resources and opportunities, strengthening our regional network.

2024 - 2025 Board of Directors

Executive Committee

Chair

Emilio Gaynor
Chicanos Por La Causa

Immediate Past Chair

Jonathan Robles
Estrella Mountain Community College

Chair - Elect

Brian Ellison
Black Box Consulting

Sergio Cardenas
Treasurer
Comerica Bank

Jenni Thomas
Secretary
Arizona State University

Megan Word
At Large
Sun Health

Pedro Cons
At Large
Adelante Healthcare

Jeffrey Garza Walker
Foundation Chair
NAI Horizon

Wally Campbell
City of Goodyear

Elena Canez
Arizona Health Complete

Paco Cerda
Paragon Business Equipment

Cheryl Covert
City of Avondale

Diego Espinoza
Salt River Project

Adolfo Gamez
City of Tolleson

Bradley Hagen
Goodyear Airport - Phoenix Sky Harbor

Lilibeth Quezada
Arizona Public Services

Mark Hutchins
Wigwam Arizona

Shea Mahoney
Charity Realty

Ryan O'Connor
Credit Union West

Jennifer Polansky
Realty ONE Group
Lisa Roux
Shooter's World

Josh Crossman
Pepsico

Willie Payton Jr.
Abrazo

Taneka Smith
T Insures

Tiffanie Tallman
Arizona Diamondbacks

Kevin Tulipana
City of Hope

Carlos Velasco
Novle

Alexis Hermosillo
City of El Mirage

Megan Griego
Agua Fria District

Chris Boardman
America First Credit Union

Lisa Brainard Watson
City of Litchfield Park

Washington Covena
Blue Cross Blue Shield
Damon Barry
Ballard Spahr

TOTAL 33

Leadership Circle

Titanium Level

Avondale EDGE

Platinum Level

City of Goodyear

Emerald Level

arizona complete health

amazon

City of Tolleson Arizona

SRP

Comerica

Diamond Level

aps

City of El Mirage Arizona
GRAND HERITAGE, BRIGHT FUTURE!

PEPSICO

Estrella Mountain Community College
A Maricopa Community College

BlueCross BlueShield

City of Litchfield Park
DISCOVER THE PARK

PROSANO HEALTH SOLUTIONS

EPCOR

Chairman Level

1st Bank banking for good

America First Credit Union

ARETE Financial Solutions

Black Box Consulting

MES Event Group
INNOVATIVE EXPERIENCES, EXCEPTIONAL EVENTS

City of Hope

COX

Independent Newsmedia

Farha Roofing

LandCare Unlimited

ASU Arizona State University

NAI Horizon

CORE

Pastel Creative

celebrate
STATE 48 BALLOONS

Chicanos por la Causa

Arizona Diamondbacks

Winsupply
THE WINSUPPLY FAMILY OF COMPANIES

LUMEN

PARA business systems consulting

Osborne Jewelers

H&B

West Valley View

WIGWAM

Leadership Circle

Presidential Level

Supporting the Business Community

2024 Membership

150 New Members

600 Renewals

90% Retention Rate

750 Total Members

Over the past 3 years, membership has increased 270%.

SVCC Membership brings the business community together; prompting small businesses to grow together, building new opportunities, and sharing their success with others.

SVCC is proud to offer an exclusive referral based networking group.

Signature Chamber Events

TASTE of the West Valley

The Southwest Valley Chamber of Commerce hosted its first annual Taste event at Estrella Mountain Community College, bringing together over 1000 attendees for an unforgettable culinary experience. More than 25 local restaurants showcased their signature dishes, offering a diverse array of flavors and cuisines.

City to City Update

The Southwest Valley Chamber of Commerce hosted its City to City Update, where representatives from all five cities came together to share important updates with the community, business partners, and local leaders.

Avondale

CITY OF Goodyear

CITY OF TOLLESON 1929 ARIZONA

City of EL MIRAGE Arizona

GRAND HERITAGE, BRIGHT FUTURE!℠

Litchfield Park

DISCOVER THE PARK

Annual Meeting

The Southwest Valley Chamber of Commerce hosted its Annual Meeting at Phoenix Raceway, where members gathered to hear updates on the Chamber’s progress and future goals. The event featured the presentation of the Mayor's Excellence Awards by the mayors of all five Southwest Valley cities, recognizing local businesses that are thriving and making a positive impact in their communities.

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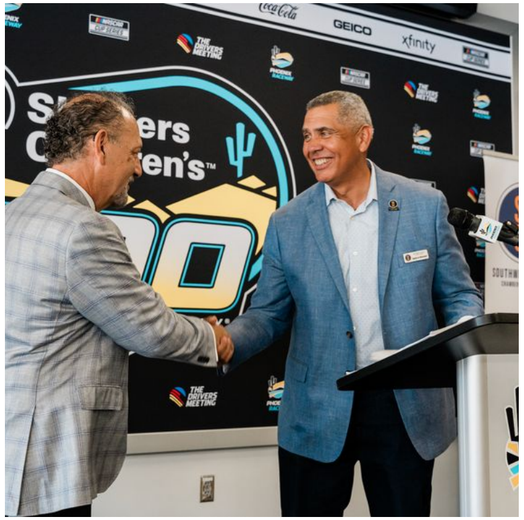

Annual Awards Gala

The SVCC hosted its Annual Awards Gala on September 6th at the Wigwam Resort, bringing together a sold-out crowd of industry leaders, community partners, and city officials to celebrate the achievements of West Valley businesses.

Academy

Empowering Women in Business

ASU SMB Lab

Entrepreneurial Training Program

Non-Profit Series

Business Leader Series

Mentoring Program

Impacting over 500 members annually

Committees

Marketing

Tourism & Hospitality

Education & Workforce

Manufacturing, Logistics & Supply Chain

Business Connections

Healthcare

Rising Young Leaders

Public Policy

Business, Impact, and Growth

Impacting over 1000 members

Exciting Plans

- Drive organic connections with our new the easy to set up, highly customizable community engagement platform currently being implemented .
- Planned addition to staff, a Manager of Partner Development
- Foundation engagement to focus on Education, Workforce and Leadership.
- Increased volunteer opportunities, includes Ambassador Programs
- City specific Networking opportunities in each cities.
- Potential name change to be more appropriate to our region
- Branding of our regional efforts.
- SMB Lab enhanced to include technology and increased benefits.
- Scholarships for young entrepreneurs in partnership with EMCC.
- Additional Training programs being worked on in our Academy.

Total Investment

Platinum Level $25,000

Chamber Benefits

- Board Seat appointment by the Mayor of Surprise.
- Exclusive member of the Leadership Circle
- Name and Logo on Chamber website, newsletter and special display inside Chamber office.
- Display opportunity inside Chamber office.
- Support of social media for the City.
- Outreach to the City of Surprise for promotion and support of businesses.
- Business opening event support.
- Access to Chamber Academy programs (5).
- City of Surprise involvement in all 8 Chamber committees.
- Two impact Reports Annually

Chamber Events and Sponsorships

- Annual Membership Meeting as the Award Sponsor and an award in the name of Mayor for City of Surprise to showcase a City Business 10 tickets
- Awards Gala as a Sponsor with (1) Premier table of 10
- Legislative Forum as the Supporting Sponsor 10 tickets
- City to City Update 10 tickets
- Taste of the West VIP 10 tickets
- Leadership Luncheon with Board Chair, Chair Elect, and Chamber President.
- Host an Access to Capital Event in the City of Surprise for small business owners.
- Host a golf tournament in the City of Surprise as a part of rotation with the other five cities.
- Entrepreneurial Training Program Sponsorship

Thank You

SOUTHWEST VALLEY
CHAMBER OF COMMERCE

Year to Date Update

Fall 2024

A Letter From The President

On behalf of the Southwest Valley Chamber of Commerce and its Board of Directors, we would like to extend our heartfelt gratitude for your unwavering support and continued membership. We are pleased to present our Year-to-Date report for your review.

I am privileged to work closely with our City Councils, city staff, and numerous community organizations to advance the growth and prosperity of our business communities. It is through collaboration and active engagement with our members that we continue to identify opportunities for growth, tackle challenges, and create a positive impact for our cities and their businesses. Our achievements would not be possible without the dedication of our passionate members, hardworking volunteers, and key stakeholders who tirelessly contribute to our shared goals.

Your investment in the Chamber has been pivotal in enabling us to introduce new programs and expand existing initiatives designed to enhance visibility, networking, and business opportunities for our members. This year, we have witnessed significant growth and expansion within the Chamber, marked by the addition of dynamic Board members, the formation of new committees and councils, and a steady increase in membership, reaching record highs. Our influence and recognition within the region have continued to grow, making us a formidable advocate for the Southwest Valley business community.

As we move forward, I am eager to work with each of you to build on our successes and continue to foster a thriving business environment in the Southwest Valley.

Thank you once again for your commitment, and here's to an even more prosperous year ahead!

Jeffrey Campos
President/CEO of SVCC

Leadership Circle

Titanium Level

Avondale EDGE

Platinum Level

CITY OF Goodyear

Emerald Level

arizona complete health

SRP

CITY OF TOLLESON ARIZONA

amazon

COMERICA

Diamond Level

aps

City of EL MIRAGE Arizona
GRAND HERITAGE, BRIGHT FUTURE!

PEPSICO

ESTRELLA MOUNTAIN COMMUNITY COLLEGE
A MARICOPA COMMUNITY COLLEGE

BlueCross BlueShield

CITY OF Litchfield Park
DISCOVER THE PARK

PROSANO HEALTH SOLUTIONS

EPCOR

Leadership Circle

Chairman Level

Presidential Level

2024 - 2025 Board of Directors

Chair

Emilio Gaynor
Chicanos Por La Causa

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Immediate Past Chair

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Sergio Cardenas
Treasurer
Comerica Bank

Jenni Thomas
Secretary
Arizona State University

Megan Word
At Large
Sun Health

Pedro Cons
At Large
Adelante Healthcare

Jeffrey Garza Walker
Foundation Chair
NAI Horizon

Wally Campbell
City of Goodyear

Elena Canez
Arizona Health Complete

Paco Cerda
Paragon Business Equipment

Cheryl Covert
City of Avondale

Diego Espinoza
Salt River Project

Adolfo Gamez
City of Tolleson

Bradley Hagen
Goodyear Airport

Lilibeth Quezada
Arizona Public Services

Mark Hutchins
Wigwam Arizona

Shea Mahoney
Charity Realty

Ryan O'Connor
Credit Union West

Jennifer Polansky
Realty ONE Group

Lisa Roux
Shooter's World

Josh Crossman
Pepsico

Taneka Smith
T Insures

Tiffanie Tallman
Arizona Diamondbacks

Kevin Tulipana
City of Hope

Carlos Velasco
Novle

Alexis Hermosillo
City of El Mirage

Megan Griego
Agua Fria District

Chris Boardman
America First Credit Union

Lisa Brainard Watson
City of Litchfield Park

Washington Covena
Blue Cross Blue Shield

Damon Barry
Ballard Spahr

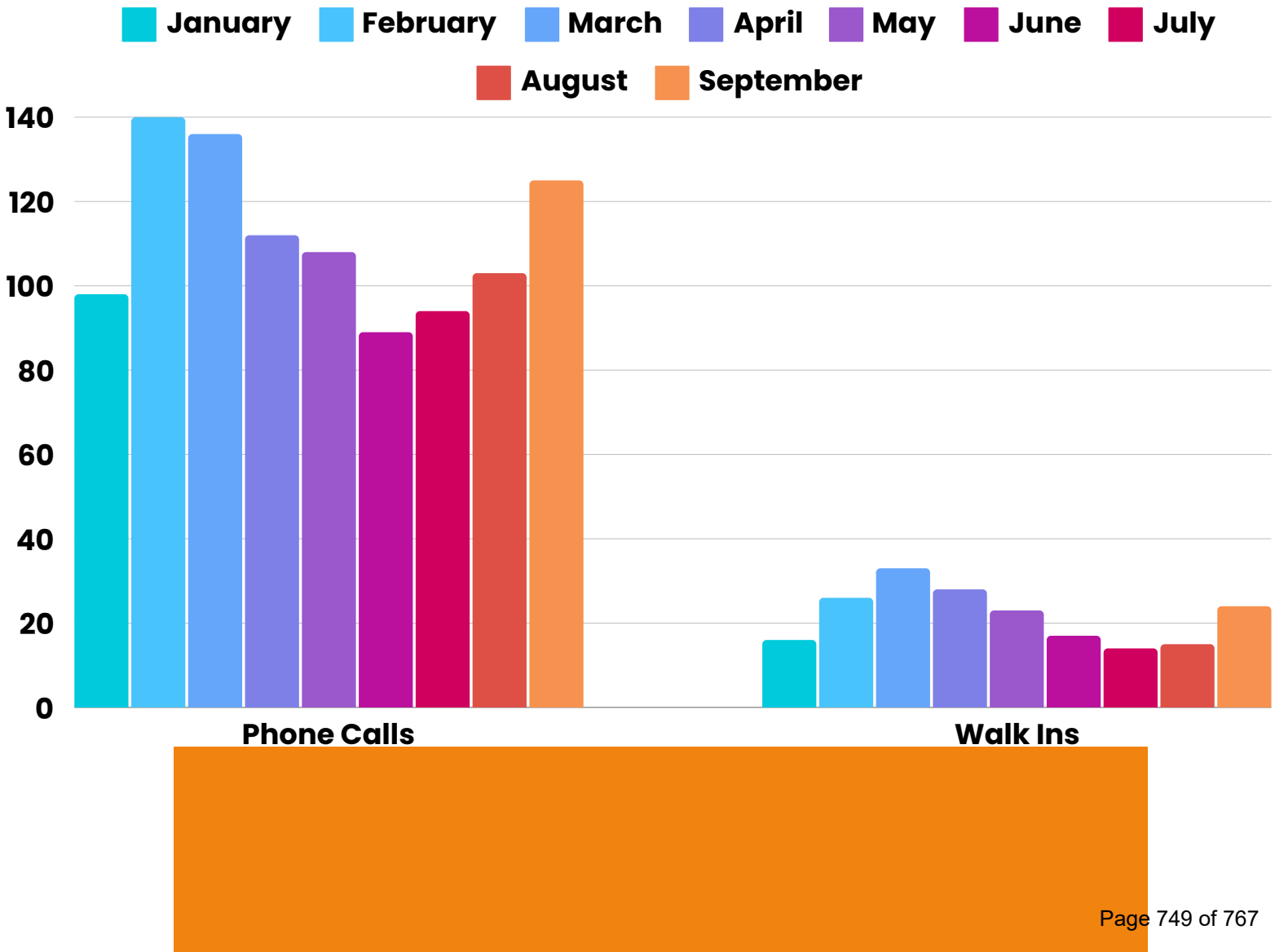
Willie Payton Jr.
Abrazo

33 Current Board Members

Community Support Services

The Southwest Valley Chamber of Commerce continues to provide essential services as agreed upon with each city, handling inquiries from residents, businesses, and organizations through phone calls and walk-ins.

These interactions ensure that the Chamber remains a vital resource, offering support and guidance tailored to the needs of the local community. By maintaining open lines of communication and addressing concerns promptly, the Chamber fosters strong relationships with each city's stakeholders, contributing to the overall economic and social well-being of the region.



Social Media

Followers:

Membership

118 New Members

452 Renewals

748 Total Members

Partnerships with the city play a crucial role in driving membership growth for the Southwest Valley Chamber of Commerce by expanding our reach and visibility within the community. These collaborations also foster valuable connections, enabling businesses to engage with local resources and opportunities, strengthening our regional network.

Ribbon Cuttings

Throughout the year, the Southwest Valley Chamber of Commerce has participated in numerous ribbon-cutting ceremonies, celebrating the grand openings and milestones of local businesses.
These events are impactful for the community as they create awareness, drive foot traffic, and offer support, helping new and existing businesses thrive and succeed.

Ribbon Cuttings

Goodyear:
29th Street Capitol Groundbreaking
Jamba Juice/McAlisters
White Castle Groundbreaking
Federico's
Champ's Family Automotive
Navi Title
Mobility Plus
Collective House
Prime IV Hydration
Acero on Roosevelt
Main Squeeze Co
White Castle
Formation Park 10 Groundbreaking
Home 2 Suites Groundbreaking
Farm Bureau Financial Services
Indian Curry Bowls
F45 Training
Valley Craft
Bereisheet 129
The Stillery
Faith Law
Copper & Sage

El Mirage:
Rally's

Avondale:
Masale Walla
Macayos
The Village at The BLVD
Prosano Health
Speedpro
Nautical Bowls
Conquer Ninja Gyms
Crepe's Garden
Morana's Boutique
AZ Custom Print
Pinnacle Vein and Vascular Center
Carnitas Michoacana
Shree Eyebrow Threading

Tolleson:
Woodspring Suites
Vanguard Dealership
Quicktrip
Aquatic Center Groundbreaking
McDonalds
Starbucks
Rigo's Boot Town

Litchfield Park:
The Orchard at La Loma Village
Flag Ceremony - Airforce
Flag Ceremony - Coast Guard

Signature Chamber Events

Soaring Palate

The Southwest Valley Chamber of Commerce hosted its first annual Soaring Palate event at Estrella Mountain Community College, bringing together over 800 attendees for an unforgettable culinary experience. More than 25 local restaurants showcased their signature dishes, offering a diverse array of flavors and cuisines.

This event not only highlighted the vibrant food scene in the Southwest Valley but also provided a fantastic opportunity for the community to connect, enjoy delicious food, and support local businesses.

Signature Chamber Events

City to City Update

The Southwest Valley Chamber of Commerce hosted its City to City Update, where representatives from all five cities came together to share important updates with the community, business partners, and local leaders.

This event provided valuable insights into the latest developments, projects, and initiatives across the region, fostering collaboration and strengthening connections between city officials, businesses, and community members.

Signature Chamber Events

Annual Meeting

The Southwest Valley Chamber of Commerce hosted its Annual Meeting at Phoenix Raceway, where members gathered to hear updates on the Chamber's progress and future goals. The event featured the presentation of the Mayor's Excellence Awards by the mayors of all five Southwest Valley cities, recognizing local businesses that are thriving and making a positive impact in their communities.

This gathering not only celebrated the Chamber's achievements but also reinforced the strong partnerships between the Chamber, local governments, and businesses.

Signature Chamber Events

Annual Awards Gala

The Southwest Valley Chamber of Commerce hosted its Annual Awards Gala on September 6th at the Wigwam Resort, bringing together a sold-out crowd of industry leaders, community partners, and city officials to celebrate the achievements of West Valley businesses.

During this prestigious evening, seven awards were presented to SVCC members who demonstrated excellence in their respective industries, highlighting their dedication, hard work, and positive impact on the community.

Community Outreach

- Agua Fria School District Dinner
- Amapola – Finished Leadership West
- Corral at White Tank Ranch Food Tasting
- VAI Site Tour
- WESTMARC 2024 Governor's State of the State Luncheon
- Diversity Caucus Gala
- Wigwam Viewing of Remodeled Rooms
- ACCELERENT
- West Valley Water Forum
- Barret Jackson Event
- Agua Fria Partnership Summit
- Agua Fria Mom's Advisory Group Meeting
- Amapola on Podcast with Tre Edward about SVCC
- Luke Air Force Base Tour
- WESTMARC Annual Business Meeting
- Litchfield Park State of the City
- Phoenix Titan 100 Nomination Committee
- Tour of NBC Telemundo
- Tour of Better Business Bureau
- Amapola on Podcast with Monica May Dunn
- Biz to Biz Expo
- 56 Annual Golf Tournament
- BESD Community Partnership Breakfast
- TUHSD commitment Day
- Trail to Leadership Luncheon
- West Valley Executive Luncheon
- Noche De Mariches
- Benevilla Dinner in the Desert Gala
- Luke Air Force Partnership Meeting
- Abrazo Hospital Beam Signing Ceremony
- White Sox Game with Wigwam
- Tour of Arizona Rattlers
- Partnership for Academies program with Agua Fria Highschool went to Nashville Tennessee
- West Valley Foundation Cesar Chavez event
- State of the City for Avondale
- Hispanic Chamber Gala
- WESTMARC Topgolf Event
- Tolleson City Council Meeting with John Pombier with Amazon
- Avondale Green Business Summit
- Amazon Community Event at Tolleson
- Credit Union West 5 year celebration
- Wigwam Wine Event
- WESTMARC Economic Development
- Latino's Maestros
- AZ Cardinals Kickoff
- Amapola on Podcast for Here's the Deal to talk about SVCC
- GTAZ Hosted Global Economic Cooperation Delegation
- ASU Community Board Meeting
- ACE Advocacy Day at the Capitol
- WestMarc Annual Business Meeting

Committees

Marketing
Tourism & Hospitality
Education & Workforce
Manufacturing, Logistics & Supply Chain
Business Connections
Healthcare
Rising Young Leaders
Public Policy
Business, Impact, and Growth

Impacting over 375 members in total.

Academy

Empowering Women in Business

ASU SMB Lab

Entreprenuerial Training Program

Non-Profit Series

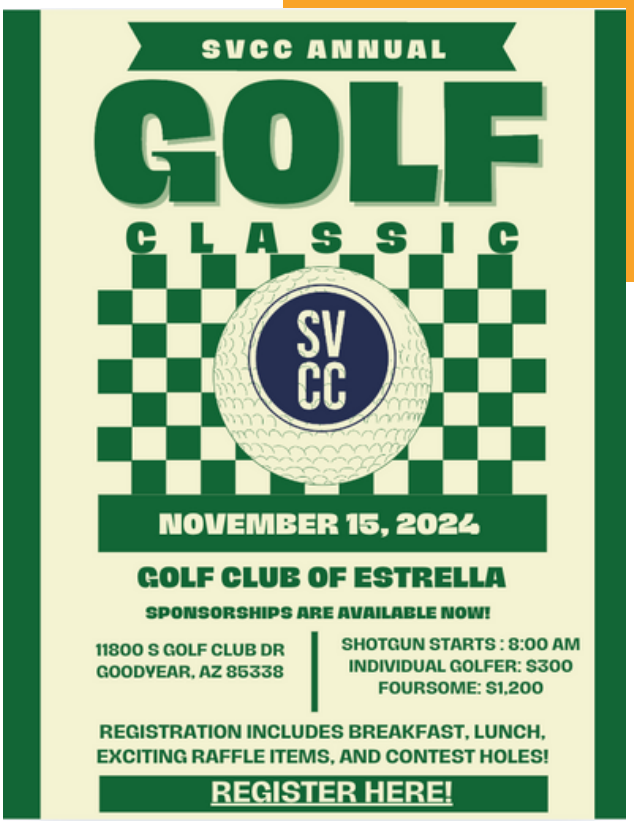
Business Leader Series

Impacting over 305 members in total.

HIGHLIGHTS

- **Through the partnership with Arizona State University (ASU) and the Southwest Valley Chamber of Commerce, we have facilitated the provision of over $5 million worth of free resources to small and medium-sized businesses in the West Valley region. Leveraging the expertise of graduate students and professors specializing in various fields such as manufacturing, logistics, and marketing, we have been able to address the diverse needs of these businesses effectively. The collaboration has empowered these businesses to access valuable resources, knowledge, and support that are essential for their growth and success. By tapping into the talents and capabilities of the academic community at ASU, we have created a sustainable platform for enhancing competitiveness and innovation within the local business ecosystem. This initiative represents a significant investment in the development of small and medium-sized enterprises in the West Valley, demonstrating our commitment to fostering economic growth and prosperity in the region. Through ongoing collaboration and support, we aim to continue empowering businesses and driving positive impact in the community.**
- **SVCC Recognition for Support of Hispanic Owned Businesses and Women Owned Businesses at Diamondbacks Game**
- **West Valley Alliance Biz to Biz Espo**
- **Through SVCC Connections Amazon donated 200 STEM kits to Tolleson Union HIgh School District**
- **The Southwest Valley Chamber is excited to announce the addition of a new committee, Rising Young Leaders, and the launch of the Chamber Ambassadors program, aimed at fostering leadership and community engagement**
- **Participation in Avondale's first Resource Fair**
- **Southwest Valley Chamber hosted the Global Economic Cooperation Delegation**
- **CEO Jeffrey Campos active participation of Airport Academy at Phoenix Sky Harbor**
- **Board of Arizona Chamber Executives**
- **CEO Jeffrey Campos attended league of cities**
- **The Southwest Valley Chamber's annual Board of Directors retreat at Wigwam Arizona was a successful gathering focused on strategic planning, collaboration, and setting goals for the upcoming year**
- **Speaker Series Election Tour**
- **Litchfield Park State of the City**

Upcoming Chamber Events



Soaring Palate - March 7, 2024

City to City Update

Annual Meeting

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Agenda Wording:
Consideration and action pertaining to an amendment to Surprise Municipal Code by amending Chapter 42, Article III, Sections 42-52 and 42-53 pertaining to Urban Camping prohibited acts and violations; Ordinance #2024-30.

Motion:
I move to approve Ordinance #2024-30.

Background:
On June 19,2018 (Ordinance No 2018-08), the City adopted an Urban Camping Ordinance which was later amended (Ord. No. 2019-02) to reflect the Ninth Circuit Court of Appeals decision in the 2018 case of Martin v. Boise.

Objective Analysis:
The City now seeks to reinstate enforcement of its Urban Camping Ordinance in conformance with the United Sates Supreme Court's June 2024 decision in the case of Johnson v. Grants Pass.

Policy Compliant:
This action is consistent with City and Council Policy.

Financial Impact:
There is no anticipated financial impact related to this item.

Budget Impact:
There is no anticipated budget impact related to this item

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

ATTACHMENTS:
1. 24.10.28_Ord 2024-30_revise urban camp091724101424

ORDINANCE # 2024-30

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING SURPRISE MUNICIPAL CODE, CHAPTER 42, ARTICLE III, BY AMENDING SECTIONS 42-52 AND 42-53 PERTAINING TO URBAN CAMPING; INCLUDING SEVERABLITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on June 19, 2018 (Ord. No. 2018-08), the City adopted an Urban Camping Ordinance which was later amended (Ord. No. 2019-02) to reflect the Ninth Circuit Court of Appeals decision in the 2018 case of *Martin v. Boise*;

WHEREAS, City Council has determined that enforcement of the City's Urban Camping Ordinance is one of the tools that would be beneficial for the City to have available to address health and safety concerns relating to establishment of unlawful Camping Facilities; and

WHEREAS, the City now seeks to reinstate enforcement of its Urban Camping Ordinance in conformance with the United States Supreme Court's June 2024 decision in the case of *Johnson v. Grants Pass* ;

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

Section 1. Chapter 42, Article III, of the Surprise Municipal Code is amended by amending Sections 42-52 and 42-53 pertaining to Urban Camping prohibited acts and violations to read as follows:

Sec. 42-52. Prohibited acts.

(a) It is unlawful and a public nuisance for any person to camp, occupy camp facilities, establish camp facilities, maintain camp facilities, or use or store camp paraphernalia in the following areas:

(1) Any public property; or

(2) Any private property.

~~(b) Law enforcements officers shall not enforce subsection (a) of this section when the individual is on public property and there is no available shelter space with homeless supportive services within 50 miles of the city limits of the City of Surprise.~~

~~(1) A shelter space shall still be considered an "available shelter" if the individual cannot utilize the space due to voluntary actions such as intoxication, drug use, unruly behavior, or violation of shelter rules.~~

~~(2) A shelter space shall not be considered an "available shelter" if:~~

~~a. The individual is part of a family unit and the family would need to stay overnight at two or more different shelters; however, a shelter space is considered "available shelter" if the individual is part of a family unit but the shelter requires that males and females must sleep separate and apart;~~
~~b. Due to any restrictions or prerequisites placed on the use of the shelter space, the individual would be disqualified from utilizing the shelter space at no fault of their own; or~~
~~c. Utilization of the shelter space is contingent on mandatory participation in programs or activities which implicate the protections offered by the First Amendment of Untied States Constitution.~~

(B) It is not intended by this section to prohibit or make unlawful:

(1) Overnight camping on private residential property by the property owner or friends or family of the property owner, so long as all of the following conditions are met:

a. The owner consents and the overnight camping is limited to not more than five consecutive nights;
b. The activity is not a nuisance because of noise, inadequate sanitation, or other matters offensive to person of ordinarily sensibility;
c. No fee, charge or other monetary consideration is collected for the privilege of camping or for any services or the use of any facilities related thereto;
d. The camping occurs either in the rear yard or an area of a front or side yard separated from view from the street by a fence, hedge or other obstruction.

(2) Activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential or other purposes;

(3) The mere possession of, or transportation of, camp facilities or camp paraphernalia on public or private property, except as provided in this article;

(4) Activities of a property owner or other lawful user if such activities are expressly authorized by this Code or other laws and regulations.

(C) The city manager may, as provided in section 42-54 of this article, issue a temporary permit to allow camping on public or private property in connection with a special event. It is a defense to a charge pursuant to this section that the person has a permit issued in accordance with section 42-55.

(D) It is unlawful and a public nuisance for any person to wash one's body or belongings in a fountain.

(E) It is unlawful and a public nuisance to urinate or defecate in public.

Sec. 42-53. Violation.

(a) A violation of this article is a CLASS 1 misdemeanor~~, and upon conviction, in addition to the remedies provided in A.R.S. tit. 13, the court can order payment for the city's actual costs of transporting and storing property of the violator. In addition to the remedies set forth in A.R.S. tit. 13, the city attorney may institute civil actions to abate a public nuisance under this article~~.

(b) An individual FOR WHOM PROBABLE CAUSE EXISTS TO BE charged with violation of this article, in lieu of being ISSUED A CRIMINAL CITATION~~taken to jail~~ may, at the election of the citing police officer and with the consent of the individual, be taken to a facility providing social services related to mental health, housing, and/or substance abuse treatment.

Section 2. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the municipal code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 4. This ordinance will become effective at the time and manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Robert Wingo, City Attorney

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 4, 2024
Submitting Department: Legal
Staff Recommendations:

Contact Person: Robert Wingo, CITY ATTORNEY
District: Internal

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

Agenda Wording:
Consideration and action to recess into executive session for discussion and consultation with the City's attorneys to consider its position and receive legal advice pertaining to current litigation pursuant to A.R.S. §§ 38-431.03 and 04.

Motion:
I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:
There is no anticipated financial impact related to this item.

Budget Impact:
There is no anticipated budget impact related to this item.

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

ATTACHMENTS: