



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, April 1, 2025 @ 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 | Consideration and action to approve the recommendation for appointment of Madelyn Pritchard to fill the vacancy on the Judicial Selection Advisory Commission, term expiration on June 30, 2025. | Kristi Passarelli
City Clerk |
| 2. | Citywide | Consideration and action to approve the recommendation for appointment of Annie Ansel to fill the vacancy on the Library Advisory Commission, term expiration on June 30, 2027. | Kristi Passarelli
City Clerk |
| 3. | Citywide | Consideration and action to approve the recommendation for appointment of Charles Manuel to fill the vacancy on the Veterans Disability & Human Services Commission, term expiration on June 30, 2025. | Kristi Passarelli
City Clerk |

G. Regular City Council Meeting Agenda

CONSENT AGENDA:

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|----|----------|--|---------------------------------|
| 4. | Internal | Consideration and action to approve the March 18th, 2025 Regular City Council Meeting Minutes | Kristi Passarelli
City Clerk |
| 5. | Internal | Consideration and action pertaining to approval of the Amendment to the 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 by adding the City of El Mirage as a party; Resolution #2025-33 | Brenden Espie
Fire - Medical |
| 6. | Internal | Consideration and action pertaining to acceptance of two funding awards from the Banner University Family Care | Brenden Espie
Fire - Medical |

		Community Reinvestment funding program and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$100,000 to support the operation of a community paramedicine program and community outreach events; Resolution #2025-28.	
7.	Citywide	Consideration and action pertaining to the renewal and acceptance of the agreement with the U.S. Department of Justice Drug Enforcement Administration for overtime expenses and approval of a fiscal year 2025 budget amendment moving budget in the amount of \$43,500; Resolution 2025-36; RFLS 9946.	Benny Pina Police
8.	District 1	Consideration and action pertaining to the immediate formation of a lighting improvement district known as SU-SURPRISEFOOTHILLS219 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution No. 2025-30.	Kristin Tytler Public Works
9.	District 6	Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-DESERTCOVE184 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2025-31	Kristin Tytler Public Works
10.	Citywide	Consideration and action pertaining to an amendment to the Intergovernmental Agreement with Maricopa County, approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$115,000, approval of an amendment to the Fiscal Year 2025 Contract Award Authority List, and approval of the addition of one full-time equivalent position; Resolution #2025-34.	Jennifer Cornelius Human Svcs and Comm Vitality
11.	Citywide	Consideration and action pertaining to the approval of the Memorandum of Understanding between Maricopa County and the City of Surprise to complete facility improvements to the Surprise Community & Resource Center; Resolution 2025-35.	Deb Perry Human Svcs and Comm Vitality
12.	Citywide	Consideration and action pertaining to the approval of Amendment No. 1 to the Subaward/Funding Agreement with the Housing Authority of Maricopa County in support of affordable senior housing in the City of Surprise; Resolution 2025-23.	Deb Perry Human Svcs and Comm Vitality
13.	District 1	Consideration and Action on approving a Sewer Line Easement from Courtland Homes Inc. and Austin Ranch, LLC, east of Citrus and north of Pinnacle Peak Roads, for the ongoing development of North Copper Canyon.	Lloyd Abrams Community Development
14.	District 1	Consideration and Action on accepting a Special Warranty Deed for dedication of Right of Way from Langley Partners Investments, LLC for right of way along Jomax Road east of 163 rd Avenue.	Lloyd Abrams Community Development
15.	District 1	Consideration and Action on accepting a Temporary Drainage Easement from Langley Partners Investments, LLC north of Jomax Road, west of 163 rd Avenue.	Lloyd Abrams Community Development
16.	District 1	Consideration and Action pertaining to acceptance of a Waterline Easement from SimonCRE Asante, LLC, near 163 rd Avenue and Pat Tillman Boulevard.	Lloyd Abrams Community Development

REGULAR AGENDA ITEM - PUBLIC HEARING:

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|-----|------------|---|--|
| 17. | District 4 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 328744, requested by Richard Scott Teel, for Red Lobster Hospitality LLC for Acquisition of Control. Red Lobster is located at 13709 W Bell Rd Surprise, AZ 85374. | Kristi Passarelli
City Clerk |
| 18. | District 1 | Consideration and Action abandoning approximately 172,079 square feet of right of way comprised of West Sara Bass Place and North 176 th Avenue, east of Citrus Road and north of Pinnacle Peak Road; Resolution 2025-29. | Lloyd Abrams
Community
Development |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

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|-----|------------|--|---|
| 19. | District 1 | Consideration and action pertaining to authorizing the exchange of three (3) acres currently owned by the City of Surprise with three (3) acres of adjacent property currently owned by Asante Development Partners, LLC ("ADP"); and Asante Development Partners, LLC agreeing to sell two (2) additional acres of ADP Property, to the City, and establishing an effective date. Ordinance # 2025-06, RFLS 8465. | Charles Morin
Police |
| 20. | Citywide | Presentation and discussion on the Vista Center for the Arts Market Feasibility Study and Business Plan. | Julie Akerly
Kendra Pettis
Andrea Davis
Sports and Tourism |

H. Call To The Public

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

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

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

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

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

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

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

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

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

L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, March 27th, 2025 @ 11:00 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 CLERK@SURPRISEAZ.GOV, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 1, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 1, 2025
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

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

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 1, 2025
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:

Consideration and action to approve the recommendation for appointment of Madelyn Pritchard to fill the vacancy on the Judicial Selection Advisory Commission, term expiration on June 30, 2025.

Motion:

I move to approve the recommendation for appointment of Madelyn Pritchard to fill the vacancy on the Judicial Selection Advisory Commission, term expiration on June 30, 2025.

Background:

This appointment will fill the remainder of the term for Ed Hanzel, Citizen Board Member.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 1, 2025
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:

Consideration and action to approve the recommendation for appointment of Annie Ansel to fill the vacancy on the Library Advisory Commission, term expiration on June 30, 2027.

Motion:

I move to approve the recommendation for appointment of Annie Ansel to fill the vacancy on the Library Advisory Commission, term expiration on June 30, 2027.

Background:

This appointment will fill the remainder of the term held by William Shields who resigned on 3/10/2025.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 1, 2025
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:

Consideration and action to approve the recommendation for appointment of Charles Manuel to fill the vacancy on the Veterans Disability & Human Services Commission, term expiration on June 30, 2025.

Motion:

I move to approve the recommendation for appointment of Charles Manuel to fill the vacancy on the Veterans Disability & Human Services Commission, term expiration on June 30, 2025.

Background:

This appointment will fill the remainder of the term held by Hasan Reed who resigned on 2/14/2025.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 1, 2025
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 March 18th, 2025 Regular City Council Meeting Minutes

Motion:

I move to approve the March 4th, 2025 Regular City Council Meeting Minutes; and March 4th, 2025 Regular City Council Work Session Minutes

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 031825 Regular City Council Meeting Minutes DRAFT
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CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, March 18, 2025 @ 6:00 PM
COUNCIL CHAMBERS

- A. Call To Order
Mayor Sartor called the Regular Council Meeting of March 18th, 2025 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.
- 1. Invocation
Pastor Hilary Milian, led an invocation
- B. Roll Call
In attendance with Mayor Sartor were Vice Mayor Jack Hastings, Council members Chris Judd, Earle Greenberg, Patrick Duffy, Johnny Melton and Nick Haney.
- C. Pledge of Allegiance
Mayor Sartor led the Pledge of Allegiance.
- D. Proclamation and Community Acknowledgements
- E. City Manager Report
- 2. City Manager sub-text
- 3. Reports
City Manager, Bob Wigenroth, thanked Assistant Director of Community Development, Tiffany Copp, for her work in testifying on Sober Living Homes at the state legislation.
- F. City Clerk Report
- 4. Reports
- G. Regular City Council Meeting Agenda
- 5. CONSENT AGENDA:
Motion: To Approve
Initiated By: Jack Hastings
Seconded By: Nick Haney

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed
- 1. Consideration and action to approve the March 4th, 2025 Regular City Council Meeting Minutes; and March 4th, 2025 Regular City Council Work Session Minutes
- 6. REGULAR AGENDA ITEM - PUBLIC HEARING:

2. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 329402, requested by Ryan Witner Anderson, for Target #2915 for Series 10 Liquor License. Target #2915 is located at 14101 N Prasada Parkway Surprise, AZ 85388.

Motion: To Approve

Initiated By: Patrick Duffy

Seconded By: Nick Haney

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

3. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 328360, requested by Andrea Dahlman Lewkowitz, for Shake Shack #1517 for Series 12 Liquor License. Shake Shack #1517 is located at 16470 W Waddell Rd, AZ 85338.

Motion: To Approve

Initiated By: Patrick Duffy

Seconded By: Jack Hastings

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

4. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 329050, requested by Perry Charles Huellmantel, for Quiktrip #1413 for Series 10 Liquor License. Quiktrip #1413 is located at 13931 W Greenway Rd Surprise, AZ 85379.

Motion: To Approve

Initiated By: Jack Hastings

Seconded By: Johnny Melton

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

7. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

5. Consideration and action pertaining to approval of a lease agreement with SimonCRE for 10 years in the approximate amount of \$174,000 annually at Elm Street at Surprise City Center for the purposes of a new community small business services storefront operation.

Economic Development Director, Jeanine Jerkovic, and Economic Development Project Manager, Brian Sandusky; came to present this item. She talked about the Lease Agreement Overview. Brian gave a brief recap of the facility, he talked about the Background. Jeanine talked about past business surveys and how they weighed in on the current business model. Brian talked about formulating the strategies, he also talked about the additional details of the old

property, Updated Services, and the potential new name. Brian further talked about the additional details. Jeanine talked about the timing of the project,

Vice-Mayor Hastings, talked about the City supporting small businesses.

Councilmember Melton, asked what the difference is between the new and old model and if the City is still leasing space? Brian said they won't have the licensee model but more of a co-working meeting space. Councilmember Melton asked if the fee schedule has been set yet? Brian said they were working on it still.

Councilmember Greenberg, asked about the triple net lease (utility, taxes, and insurance) and where that estimates into the cost? Mike Hoover said the \$174,000 includes the triple net. Councilmember Greenberg talked about teaching young people about businesses; Brian said they were connecting people of all ages and groups and would love to have high schools involved.

Councilmember Judd, asked how the curriculum was going to work? Brian said they had a group of professionals helping them set it up. Councilmember Judd asked if the curriculum would be different if someone brought in a business that was running? Brian talked about working on it and executing it. Councilmember Judd asked about the cost? Brian said they were looking at a nominal fee for facilities. Jeanine said that anyone could walk in to get information and elevate their business with a fitness model. Brian said that if someone isn't generating a revenue that that model would look differently. Councilmember Judd said that he liked the concept and involving local high schools.

Councilmember Haney, said that he appreciated the passion being brought forth on this project. He said the goal is to be a launch pad and not a landing.

Councilmember Greenberg, asked if this is going to be linked to the website or it's own website? Jeanine said that currently the Techcellerator has it's own website and likely Spark Surprise would as well. Councilmember Greenberg asked if it would be a [.Gov](#) website? Jeanine said it would not.

Mayor Sartor, said he supports small business.

Motion: To Approve
Initiated By: Chris Judd
Seconded By: Earle Greenberg

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg
No: None
Abstain: None

Vote Result: Passed

6. Presentation and discussion pertaining to the FY2025 Financial Status Report through December 2024.

Chief Financial Officer, Andrea Davis, came to present this item. She talked about the Sources Category Examples, FY25 General Fund Sources, and FY25 General Fund Uses.

H. Call To The Public

I. Other Business and Future Agenda Items

J. City Council Reports

Councilmember Haney, talked about his recent trip to Washington DC with Councilmember Melton, and Mayor Sartor. He talked about his upcoming Community Meeting.

Councilmember Greenberg, talked about going to the Actor's Playground. He talked about going to AZ Tadtions for a Straight Tee golfing event. He also talked about his upcoming community meetings.

Councilmember Duffy, had nothing.

Councilmember Melton, talked about going to DC as well and how productive the meeting was. He talked about his upcoming meeting getting canceled and being moved to a bigger meeting.

Vice-Mayor Hastings, talked about the education appreciation event. He also talked about upcoming discussions about the Vista.

Councilmember Judd, talked about his upcoming community meeting.

Mayor Sartor, talked about his trip to DC and his experience with the trip. He also talked about the out of the park music festival.

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: Jack Hastings

Yes: Jack Hastings, Patrick Duffy, Chris Judd, Nick Haney, Kevin Sartor, Johnny Melton, Earle Greenberg

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 6:50 PM

Kevin D. Sartor, 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, March 18, 2025.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025
Submitting Department: Fire - Medical
Staff Recommendations:

Contact Person: Brenden Espie, FIRE CHIEF
District: Internal

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

Consideration and action pertaining to approval of the Amendment to the 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 by adding the City of El Mirage as a party; Resolution #2025-33

Motion:

I move to approve Resolution #2025-33.

Background:

Since 2006, the City of Surprise Fire-Medical Department has been an active partner in the Glendale Regional Public Safety Training Center (GRPSTC) through an Intergovernmental Agreement (IGA). This amendment will provide the El Mirage Police Department access to the training center to provide training for their officers.

Objective Analysis:

By approving the Amendment to the 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 has priority access to all training opportunities.

Policy Compliant:

The terms of the Amendment to the IGA are compliant with city policies.

Financial 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 request packages.

Budget Impact:

There is no budget impact for FY25. The ongoing costs incurred through this Amendment to the IGA are part of the current and future Fire-Medical and Police budgets. Future cost increases, if any, will be included in future budget request packages.

FTE Impact:

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

ATTACHMENTS:

1. Res 2025-33_2025 GRPSTC IGA AMENDMENT - Final
 2. GRPSTC Partners IGA Agreement Fully Executed
 3. GRPSTC Amendment 1
-

RESOLUTION # 2025-33

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT NO. ONE TO THE GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLENDALE, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF AVONDALE, AND THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT BY ADDING THE CITY OF EL MIRAGE AS A PARTY.

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.*, the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities for the purposes set forth within;

WHEREAS, the City of Surprise entered into the Glendale Regional Public Safety Training Center Intergovernmental agreement ("IGA"), on or about January 7, 2025, for a term of five (5) years unless sooner terminated, in order to facilitate the use of the regional training center to provide training and educational programs for public safety staff;

WHEREAS, the IGA was accepted through Council Resolution 2024-133 on November 4, 2024;

WHEREAS, the parties to the IGA included the City of Surprise, the City of Glendale, the City of Peoria, the City of Avondale, and the Maricopa County Community College District;

WHEREAS, the parties now wish to amend the IGA to also include the City of El Mirage Police Department as a party to the IGA as set forth in the attached Amendment No. One (1).

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

Section 1. Amendment No. One (1) to the 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, the City of El Mirage, 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.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, Acting City Attorney

EXHIBIT A

AMENDMENT NO. ONE (1) TO THE GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF AVONDALE, THE CITY OF EL MIRAGE, AND THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT.

**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 MCCCCD 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 MCCCCD 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.

MCCCCD'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 MCCCCD-GCC. There will be no change to the MCCCCD-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 GRPSTC 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 MCCCCD.
 - 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 MCCCCD 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 MCCCCD.

- 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 MCCCCD, 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 MCCCCD, 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 MCCCCD 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 MCCCCD, 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	MCCCCD Fire Program
MCCCCD Police Program	

7.2. Each member of the Operations Committee shall serve at the pleasure of the appointing authority of the Partnering Agencies or MCCCCD, 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 MCCCCD shall inform the Operations Committee chair of the members names for their respective Partnering Agency or MCCCCD-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 MCCCCD 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, MCCCCD, 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 MCCCCD as described in Section 12 of this Agreement. IT and Telecommunications representatives from all Partnering Agencies and MCCCCD will be advised regarding maintenance and upgrade of equipment to support these backbones.

9.4.2. Each Partnering Agency and MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD, 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. MCCCCD's contribution to the annual O&M account is based on and limited to funds received from its Governing Board. MCCCCD will contribute the MCCCCD 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. MCCCCD and the Partnering Agencies may determine that tuition and fees for college credit courses earned through MCCCCD by Partnering Agency students is credited and offset against MCCCCD's Pro Rata Share of annual O&M costs. MCCCCD will bill all partnering agencies based on actual class costs. MCCCCD will be billed in the same manner as all other partnering agencies. MCCCCD, through its participating colleges, will fund the O&M costs based upon lump sum budget allocations approved annually by the MCCCCD'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 MCCCCD.

13. Maricopa County Community College District

- 13.1. MCCCCD will be entitled to offer at least 2,000 classroom hours and 1,200 laboratory hours annually at the GRPSTC. MCCCCD 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 MCCCCD class offerings will be scheduled in accordance with Section 10.3.
- 13.2. MCCCCD will be the primary educational institution offering college courses at the GRPSTC. No other educational institution will be allowed to compete with MCCCCD unless:
- 13.2.1. MCCCCD is given first "right of refusal." MCCCCD may partner with the requesting institution. If MCCCCD 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 MCCCCD, 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 MCCCCD college courses for credit shall comply with MCCCCD's rules and regulations for contract instructors.
- 13.4. Each time Partnering Agency personnel attend an MCCCCD college course at the GRPSTC, they will complete a course registration form and follow other MCCCCD 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 MCCCCD college credit.
- 13.6. All instructors teaching GRPSTC courses shall comply with GRPSTC rules and regulations for instructors.
- 13.7. Nothing herein shall preclude MCCCCD from developing its own course and instructional materials to benefit MCCCCD 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 MCCCCD'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 MCCCCD 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 MCCCCD shall be solely responsible for the cost of repair of damage to GRPSTC caused by that Partnering Agency or MCCCCD, as the case may be.
- 14.3. Each Partnering Agency and MCCCCD (an "Indemnitor") shall indemnify, hold harmless, and defend the GRPSTC and each other Partnering Agency and MCCCCD (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 MCCCCD 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 MCCCCD further agree that they are not joint employers for the purpose of workers' compensation coverage and that any Partnering Agency or MCCCCD employee assigned to the GRPSTC shall remain an employee of such Partnering Agency or MCCCCD as the case may be.

15. Insurance

- 15.1. Partnering Agencies and MCCCCD 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 MCCCCD shall be fully responsible for any workers' compensation claims made by any individual assigned by that particular Partnering Agency or MCCCCD 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 MCCCCD 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 MCCCCD shall lie with the Executive Board. It shall be provided for by funds allocated among the Partnering Agencies and MCCCCD, whether such funds are available through the GRPSTC annual budget or additional contributions from the Partnering Agencies and MCCCCD 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 MCCCCD shall lie with the use or operation of the GRPSTC made against an individual Partnering Agency, MCCCCD or some of the Partnering Agencies and/or MCCCCD not amounting to all of the Partnering Agencies and MCCCCD shall lay with the individual Partnering Agency, Agencies and/or MCCCCD in accordance with any governing legal authorities applicable to such Partnering Agency, Agencies and/or MCCCCD, 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 MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD, 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 MCCCCD or some of the Partnering Agencies and MCCCCD not amounting to all of the Partnering Agencies, and MCCCCD shall lay with the individual Partnering Agency, Agencies, and/or MCCCCD in accordance with any governing legal authorities applicable to such Partnering Agency, Agencies, and/or MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD.
- 17.5. A Partnering Agency or MCCCCD 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 MCCCCD 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 MCCCCD shall maintain a list (the "Arbitrator List") of three (3) or more individuals who the Partnering Agencies and MCCCCD 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 MCCCCD. They shall have no material financial or personal relationship with any of the Partnering Agencies. The Partnering Agencies and MCCCCD 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 MCCCCD, or at the request of one Partnering Agency or MCCCCD, 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 MCCCCD. 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 MCCCCD. If the Partnering Agencies and MCCCCD 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 MCCCCD 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 MCCCCD 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 MCCCCD will be personally liable to the other Partnering Agencies or MCCCCD, or any successor in interest, in the event of any default or breach by that Partnering Agency or MCCCCD or for any amount which may become due to another Partnering Agency or MCCCCD, 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 MCCCCD ARE SET FORTH ON FIVE SEPARATE PAGES FOLLOWING THIS PAGE}

CITY OF GLENDALE

BY: Vicki L. Rios

ITS: Vicki L. Rios
City Manager (Asst)

DATE: November 26, 2024

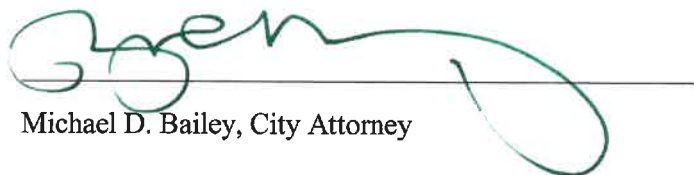
ATTEST:


Julie K. Bower, 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:


Michael D. Bailey, City Attorney

CITY OF PEORIA

BY: [Signature]

ITS: Mayor

DATE: 12/18/24

ATTEST:

[Signature]
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:

[Signature]
PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: BBL

ITS: CITY MANAGER

DATE: 1/7/25

ATTEST:

Passarelli

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:

[Signature]

SURPRISE CITY ATTORNEY

CITY OF AVONDALE

BY: Ron Corbin
Ron Corbin (Nov 5, 2024 09:15 MST)

ITS: City Manager

DATE: Nov 5, 2024

ATTEST:

Marell S.

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:

Nicholle Harris

AVONDALE CITY ATTORNEY

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

BY: Augustine Erpelding
Augustine Erpelding (Dec 18, 2024 13:07 MST)

ITS: VPAS

DATE: 12/18/2024

ATTEST: Augustine Erpelding

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:

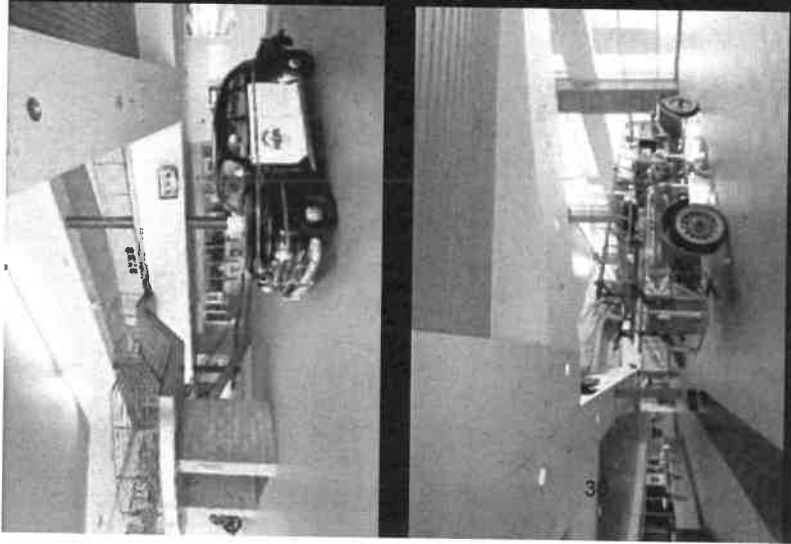
James H. Curtin

MCCC DISTRICT GENERAL COUNSEL

James Curtin

12/18/2024

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



LEA Architects, LLC

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

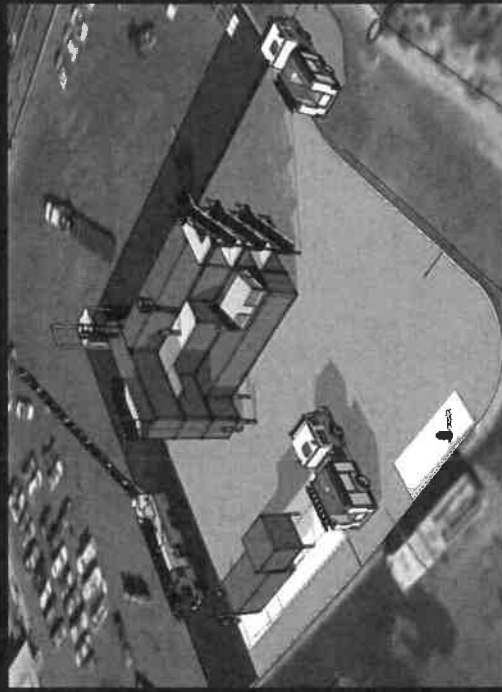


OVERALL MASTERPLAN
1" = 100'

LEA Architects, LLC

GRPSTC Master Plan / Class A Burn Prop Schedule

o Project Kickoff	12.1.23
o Class A Geotech Borings / Report	12.1.23 - 1.16.24
o Program Verification	12.1.23 - 2.7.23
o Preliminary GRPSTC Site Master Plan / Space Plan Concepts	12.1.23 - 2.7.23
o Existing Campus Space Utilization Analysis	12.29.23 - 3.1.23
o Shoot House Stakeholder Coordination Meeting	1.29.24
o GRPSTC Stakeholder Preliminary Site Plan Concept Presentation / Meeting	2.7.24
o Class A Burn Prop ADEQ / AHJ Coordination Meeting(s)	2.14.24 - 2.21.24
o LEA Class A Burn Prop Design / CD's	12.1 - 5.1.24
o Class A Burn Prop Permitting / Contractor Procurement	5.1.24 - 7.1.24
o Final Site Master Plan / Civil G&D and Lift Station / Utilities reports / exhibits	5.12.24
o Class A Burn Prop Foundations / Site Work Construction	7.1.24 - 11.1.24
o FTS Installation	11.19.24 - 12.10.24

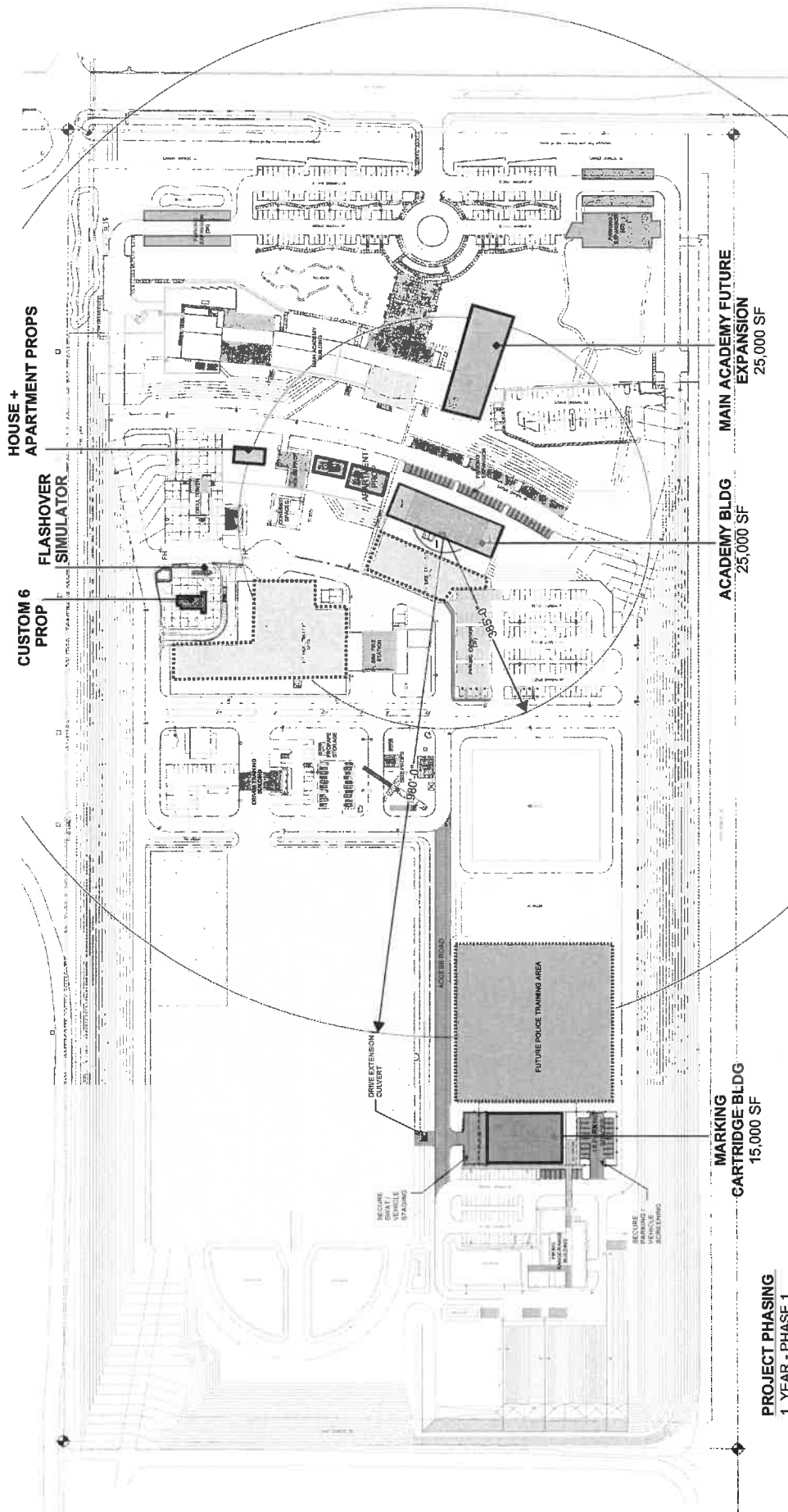


LEA Architects, LLC

FTS SCHEDULE

TASK DESCRIPTION	PLAN START	PLAN END	TYPE	2023	2024	2025
DESIGN DEVELOPMENT				J	F	M
30% DD Drawings for COS Review	11/17/2023	2/13/2024	B			
60% DD Drawings for COS Review	11/17/2023	12/1/2023	R			
90% DD Drawings for COS Review	12/2/2023	12/16/2023	P			
100% Drawing Submittal to COS Building Department	12/17/2023	12/31/2023	O			
COS Building Department Review & Approval	1/1/2024	1/15/2024	Y			
	1/16/2024	2/13/2024	G			
FABRICATION						
25% Fabrication Completion Level	2/14/2024	10/17/2024	B			
50% Fabrication Completion Level	2/14/2024	4/14/2024	R			
75% Fabrication Completion Level	4/15/2024	6/15/2024	O			
100% Fabrication Completion Level	6/16/2024	8/16/2024	Y			
	8/17/2024	10/17/2024	G			
DELIVERY, INSTALLATION, & TRAINING						
Testing & Prepare for Delivery	10/18/2024	12/31/2024	B			
On-Site Installation	10/18/2024	11/18/2024	R			
On-Site Training	11/19/2024	12/10/2024	Y			
	12/11/2024	12/31/2024	G			

GRPSTC MASTER PLAN UPDATE + PHASING PLAN



PROJECT PHASING

1 YEAR - PHASE 1

- Class A Burn Props - Custom 6 and Flashover

2-6 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

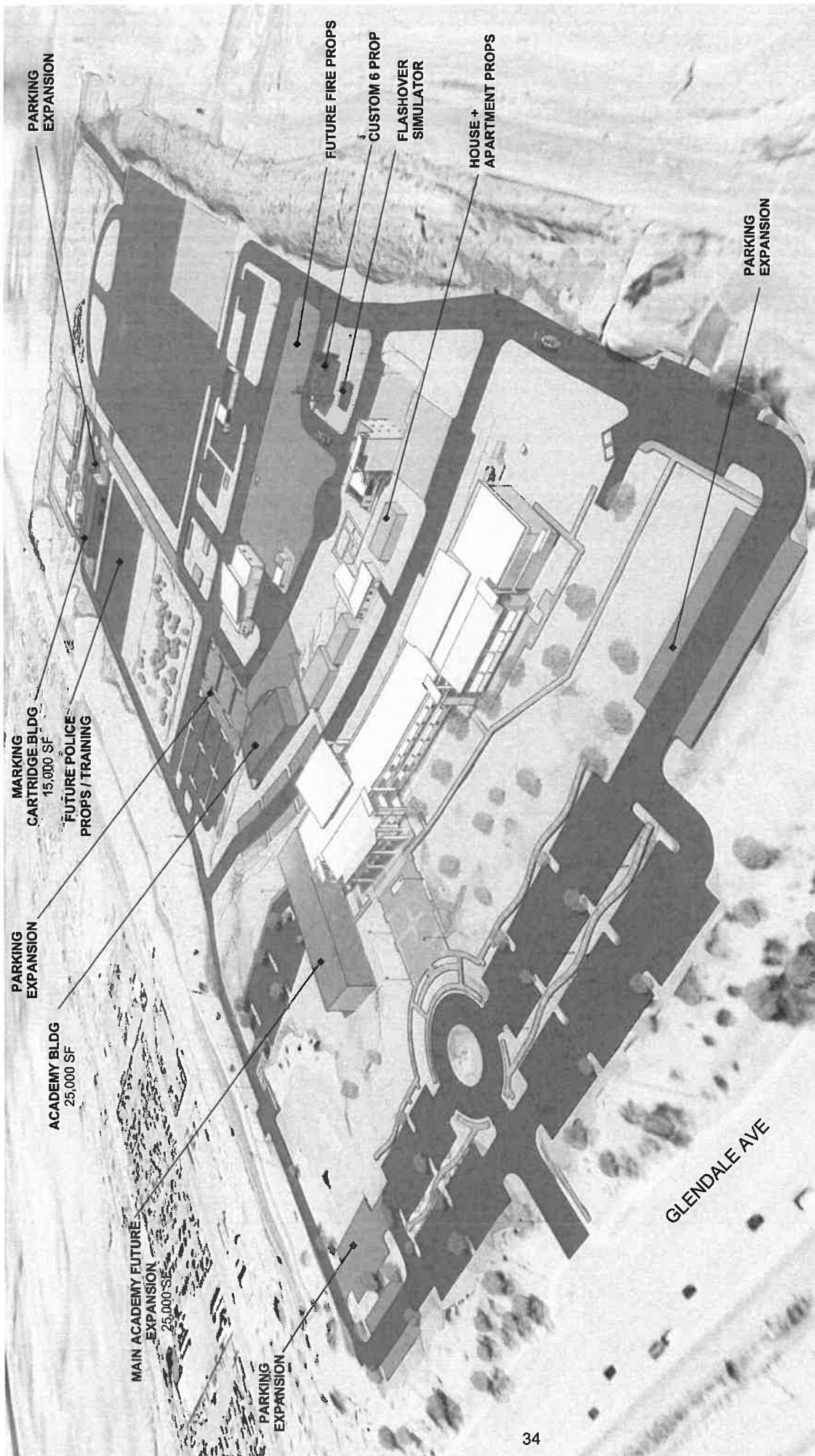
OVERALL MASTERPLAN - OPTION 4



DATE	03-15-24	REV	231208
DRAWN BY	UC	CHECKED BY	UZA
SHEET TITLE			
PROPOSAL			
THE ABOVE IS A SUMMARY OF THE PROJECT. FOR MORE INFORMATION, PLEASE SEE THE PROJECT DESCRIPTION AND THE PROJECT SPECIFICATIONS. THE PROJECT IS A REPAIR AND MAINTENANCE PROJECT FOR THE PROJECT. THE PROJECT IS A REPAIR AND MAINTENANCE PROJECT FOR THE PROJECT. THE PROJECT IS A REPAIR AND MAINTENANCE PROJECT FOR THE PROJECT. THE PROJECT IS A REPAIR AND MAINTENANCE PROJECT FOR THE PROJECT. THE PROJECT IS A REPAIR AND MAINTENANCE PROJECT FOR THE PROJECT. THE PROJECT IS A REPAIR AND MAINTENANCE PROJECT FOR THE PROJECT. THE PROJECT IS A REPAIR AND MAINTENANCE PROJECT FOR THE PROJECT. THE PROJECT IS A REPAIR AND MAINTENANCE PROJECT FOR THE PROJECT. THE PROJECT IS A REPAIR AND MAINTENANCE PROJECT FOR THE PROJECT. THE PROJECT IS A REPAIR AND MAINTENANCE PROJECT FOR THE PROJECT. THE PROJECT IS A REPAIR AND MAINTENANCE PROJECT FOR THE PROJECT. THE PROJECT IS A REPAIR AND MAINTENANCE PROJECT FOR THE PROJECT. THE PROJECT IS A REPAIR AND MAINTENANCE PROJECT FOR THE PROJECT. 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GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTER PLAN UPDATE 11850 W. GLENDALE AVE.

LEA / LAWRENCE EVARTY ARCHITECTS
1750 EAST NORTHERN PHOENIX, AZ
ARCHITECTURE PLANNING INTERIORS CONSTRUCTION MGMT.



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
- 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

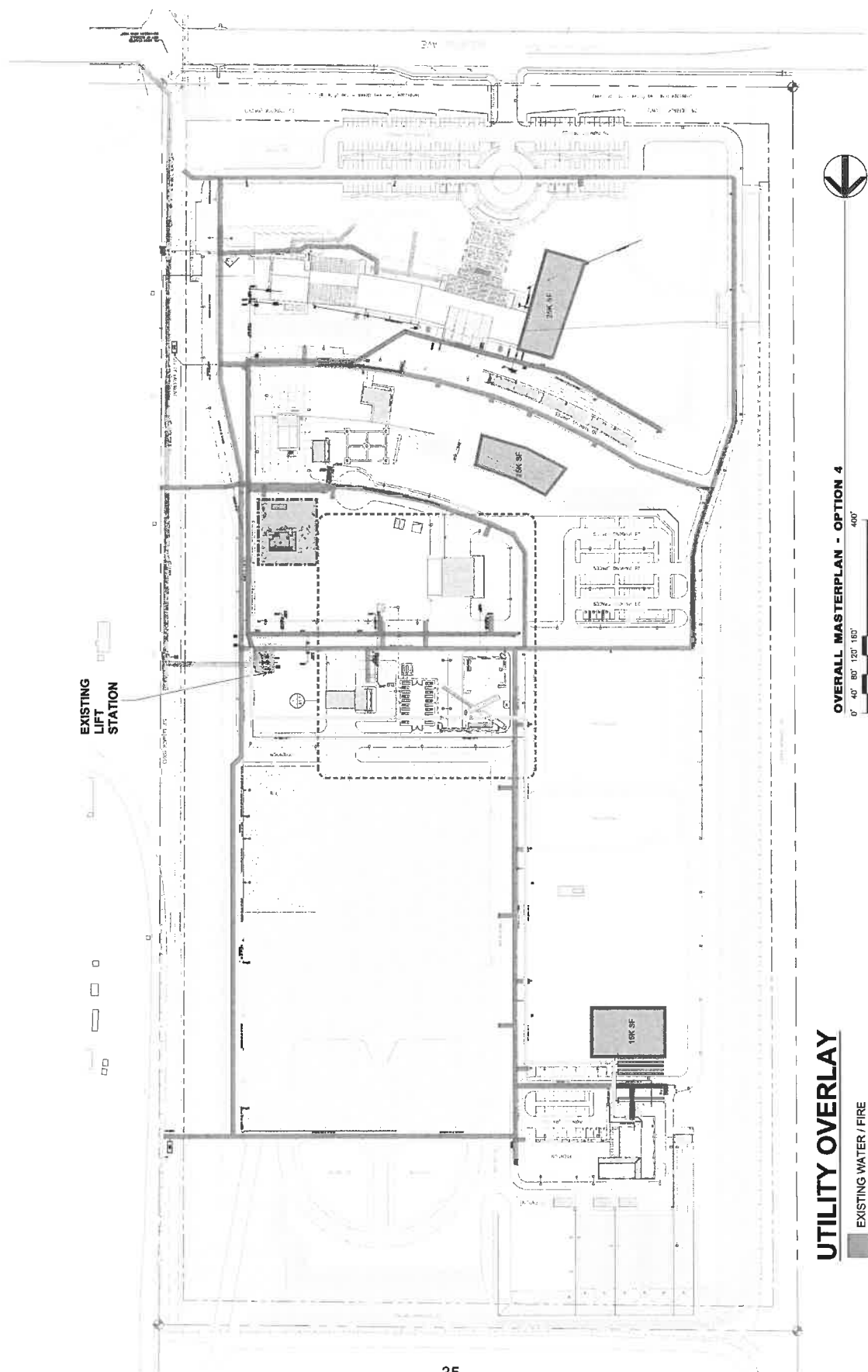
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TYPE	U	REVISION	U/0
SHEET TITLE			
EXPANSION			
12 0000 1/4" = 1' 0" (SEE PLAN FOR SCALE) 12 0000 1/4" = 1' 0" (SEE PLAN FOR SCALE) 12 0000 1/4" = 1' 0" (SEE PLAN FOR SCALE) 12 0000 1/4" = 1' 0" (SEE PLAN FOR SCALE) 12 0000 1/4" = 1' 0" (SEE PLAN FOR SCALE) 12 0000 1/4" = 1' 0" (SEE PLAN FOR SCALE)			

01/17/21

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTER PLAN UPDATE

11650 W. GLENDALE AVE.

LEA / LAWRENCE ENYART ARCHITECTS
 1750 EAST NORTHERN PHOENIX, AZ
 ARCHITECTURE PLANNING INTERIORS CONSTRUCTION MGMT.



UTILITY OVERLAY

- | | | | |
|-----------------------|---------------------|------------------------|--------------------------|
| EXISTING WATER / FIRE | EXISTING FORCE MAIN | EXISTING GRAVITY SEWER | NEW FORCE MAIN / EJECTOR |
|-----------------------|---------------------|------------------------|--------------------------|

OVERALL MASTERPLAN - OPTION 4



DATE	03-15-24	JOB NO.	231808
SPRINT	LC	QUOTED BY	LE/RL

SHEET TITLE

REV: 03/08/20

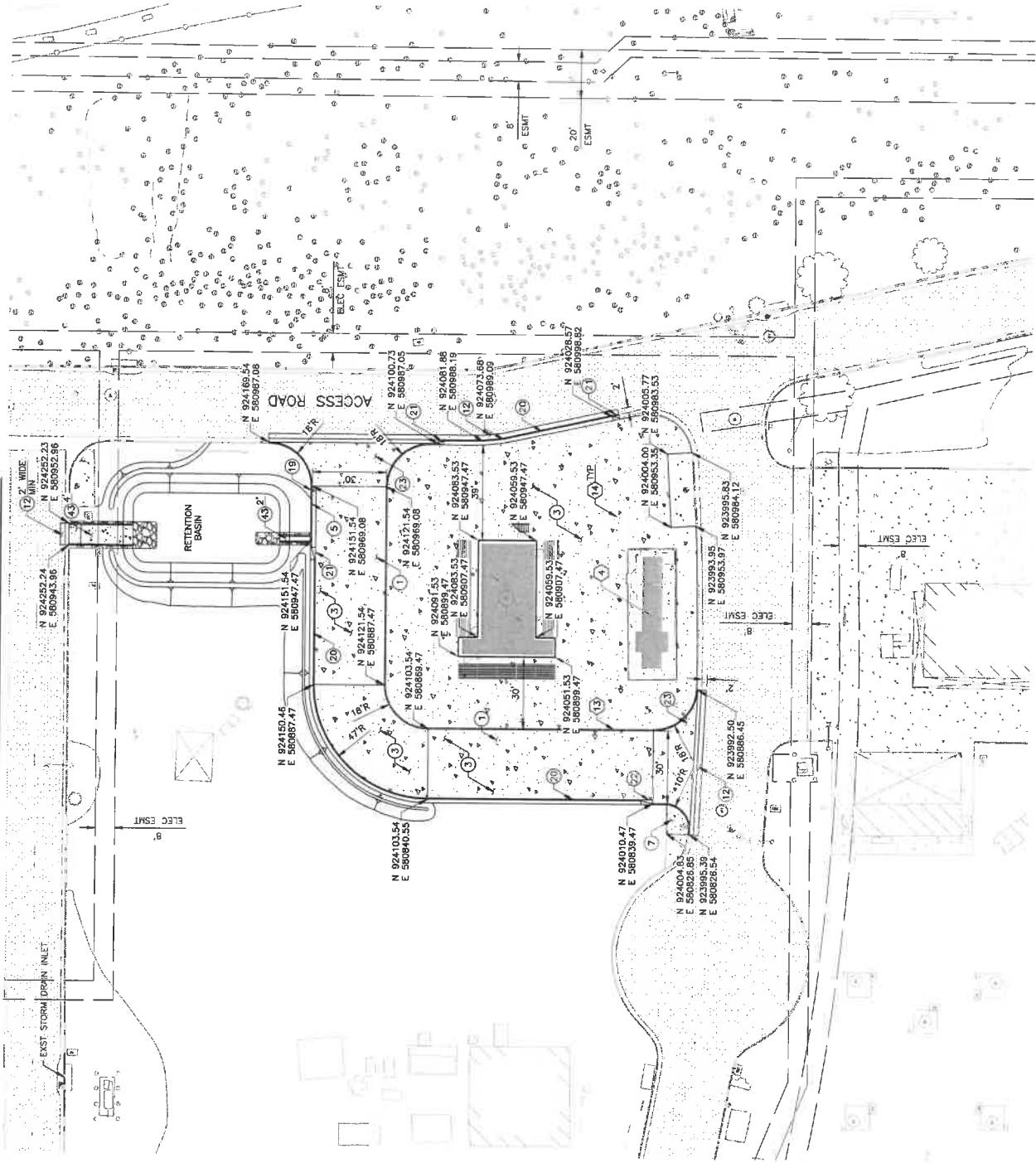
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**GLENDALE REGIONAL PUBLIC
SAFETY TRAINING CENTER -
MASTER PLAN UPDATE**
11950 W. GLENDALE AVE.

LEA / LAWRENCE ENYART ARCHITECTS
1730 EAST NORTHERN PHOENIX, AZ
ARCHITECTURE PLANNERS INTERIORS CONSTRUCTION MGMT.



PHASE 1 / 1A - CUSTOM 6 + FLASHOVER CLASS A PROPS



DIBBLE

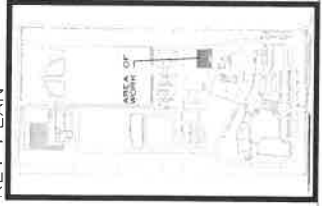
CONSTRUCTION NOTES

- 1 REDUCTIVE INTERMITTENT ASPHALT PAVEMENT (3/4" MIN) 4" MC/ABC/NATIVE COMPACTED TO 95% REFER TO GEOTECHNICAL REPORT PREPARED BY WESTERN TECHNOLOGIES DATED JAN 8, 2024
- 2 CONCRETE PAVEMENT 6" CONC/4" ABC/NATIVE COMPACTED TO 95% REFER TO GEOTECHNICAL REPORT PREPARED BY WESTERN TECHNOLOGIES DATED JAN 8, 2024
- 3 CURB & GUTTER MAG STD DET 200-1 TYPE A
- 4 CONCRETE SIDEWALK WIDTH PER PLAN
- 5 AC PAVEMENT REPLACEMENT MAG STD DET 200 TYPE B
- 6 CURB TERMINATION MAG STD DET 222 CURB & GUTTER MAG STD DET 200-1 TYPE C
- 7 CURB & GUTTER TRANSITION MAG STD DET 221
- 8 CURB & GUTTER TRANSITION MAG STD DET 221, MOD TYPE A TO B
- 9 CONCRETE DRIVEWAY MAG STD DET 221, MOD NO 5/W
- 10 CURB OPENING & CONCRETE SPILLWAY DET 1, STREET C51

REFERENCE NOTES

- 1 NEW TRAINING STRUCTURE REFER TO ARCHITECTURAL PLANS
- 2 4" PAINT STRIPE REFER TO ARCHITECTURAL PLANS
- 3 CONCRETE JOINTS REFER TO ARCHITECTURAL PLANS

KEY PLAN



0' 10' 20' 40'
SCALE: 1"=20'



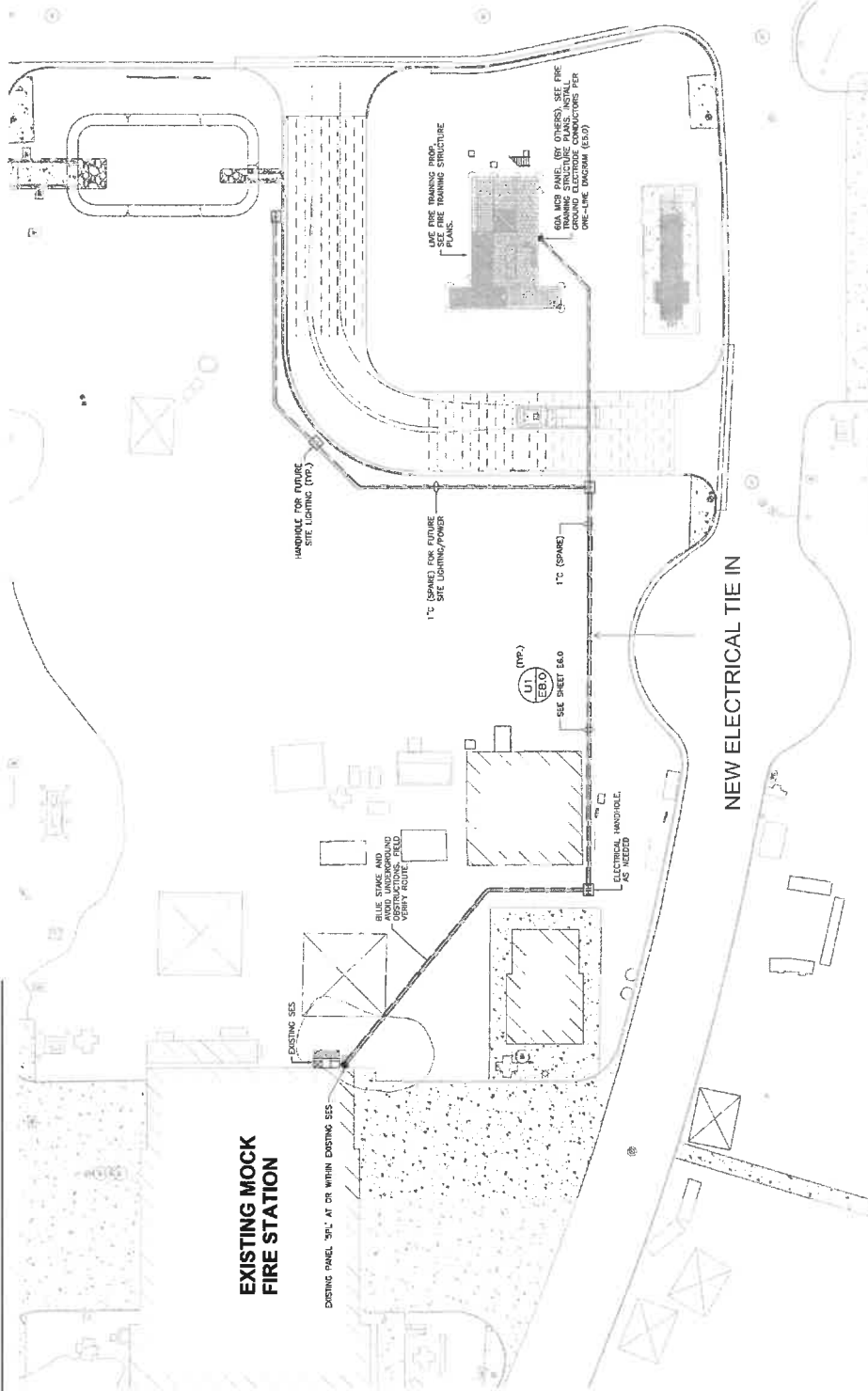
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DATE	04-01-2024
BY	240119
CHECKED	240119
REVISION	
SHEET TITLE	
PROJECT	

LEA - ARCHITECTS, LLC
1730 EAST NORTHERN AVENUE
PHOENIX, AZ
11550 W. GLENDALE AVE., GLENDALE, AZ
CUSTOM 6 BURN PROP & FLASHOVER SIMULATOR PROP
GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER



PHASE 1 / 1A - CUSTOM 6 + FLASHOVER CLASS A PROPS



① ELECTRICAL SITE PLAN
SCALE: 1"=20'-0"

- GENERAL NOTES**
- REFER TO ELECTRICAL LEGEND AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - PROVIDE DETECTABLE UNDERGROUND LOCATION DEVICE (NIN, #18 COPPER TRACER, ATTACHED AT 8FT INTERVALS) IN ALL NON-METALLIC UNDERGROUND CONDUITS FOR 1/2" & 3/4" SIZES.

DATE	02-22-24
DESIGN BY	ETS/JO
CHECKED BY	RS
REVISION	240719
SHEET TITLE	ELECTRICAL SITE PLAN
PROJECT	GLDLE REGIONAL PUBLIC SAFETY TRAINING CENTER
LOCATION	1650 W. GLENDALE AVE., GLENDALE, AZ



VOLTA

17301 E. Northern Avenue, Ste. 100, Phoenix, AZ 85027
Tel: (480) 661-0511, VoltaUS.com

Call all work to be performed before you begin excavation.

ARIZONA 811

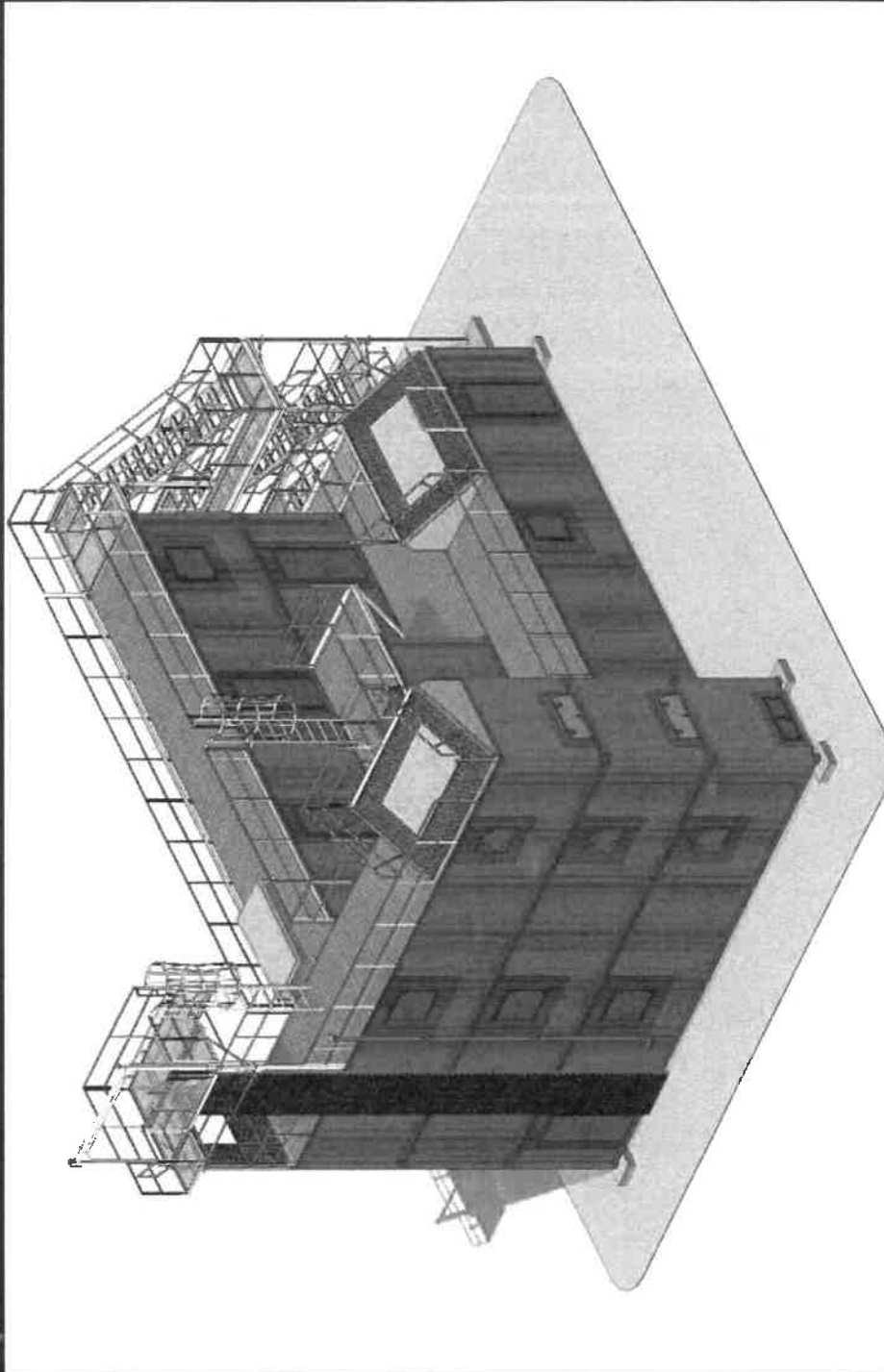
Arizona Blue Stakes, Inc.
Dial 811 or 1-800-STAKE-IT (782-7346)
in Maricopa County (602) 252-2340

LEA - ARCHITECTS, LLC
1730 EAST NORTHERN AVENUE
PHOENIX, AZ
CUSTOM 6 BURN PROP & FLASHOVER SIMULATOR PROP
1650 W. GLENDALE AVE., GLENDALE, AZ

ARCHITECTURE PLANNING INTERIORS
CONSTRUCTION MANAGEMENT



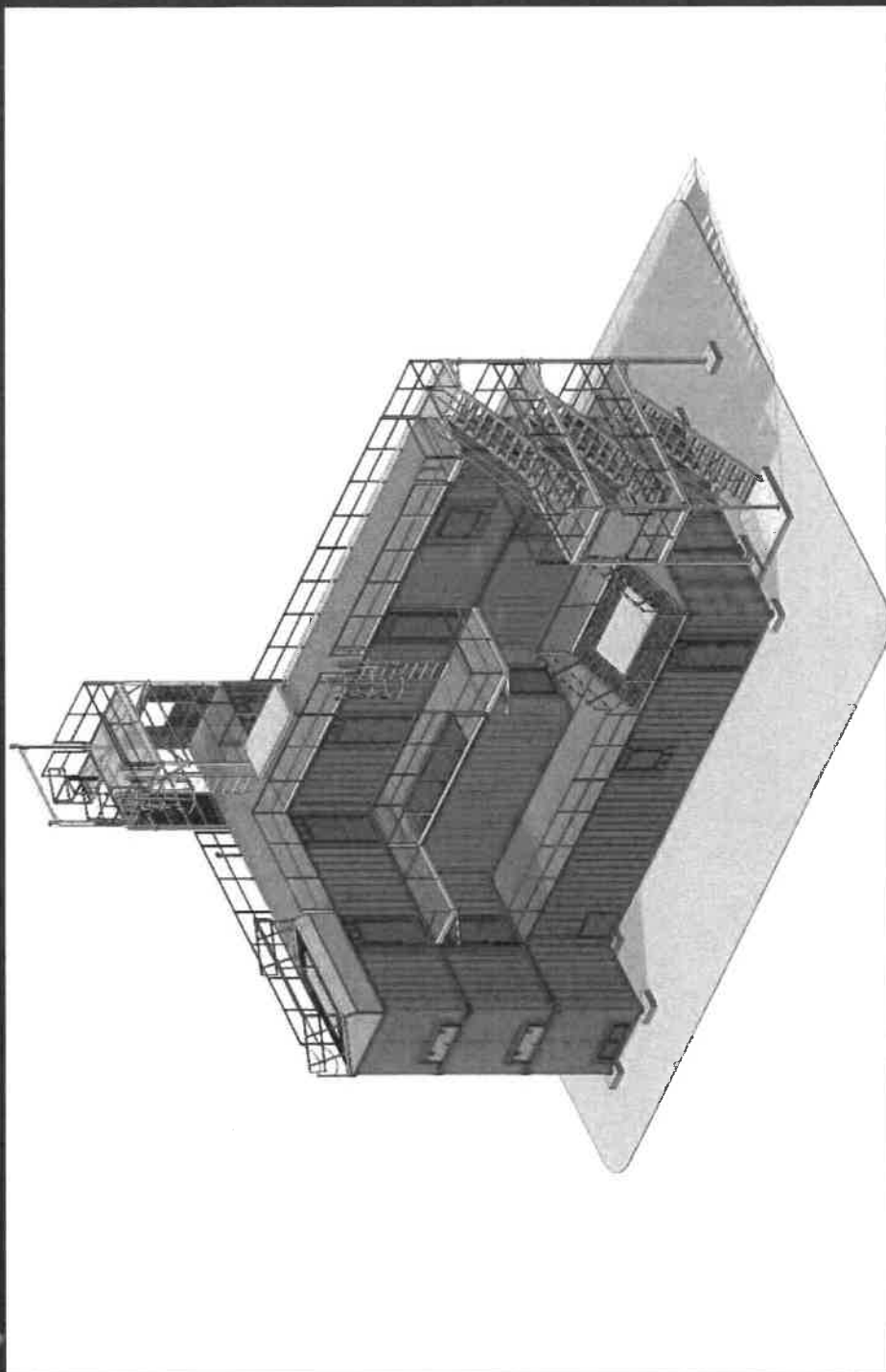
West Coast: Phoenix, AZ
East Coast: Long Island, NY
1-877-268-8303
www.FireTrainingStructures.com



GRPSTC CITY OF GLENDALE, AZ TRAINING FACILITY



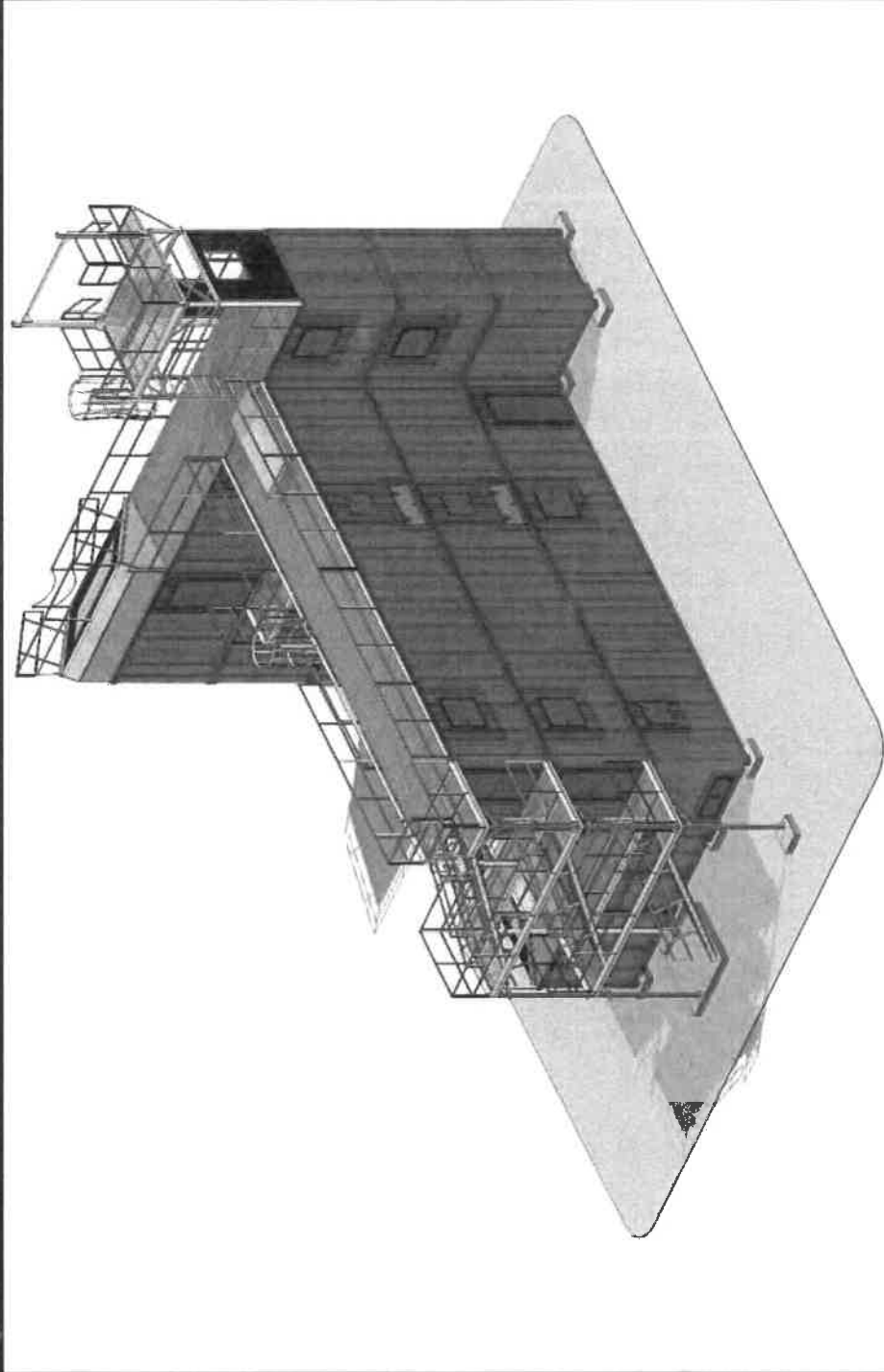
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GRPSTC CITY OF GLENDALE, AZ TRAINING FACILITY



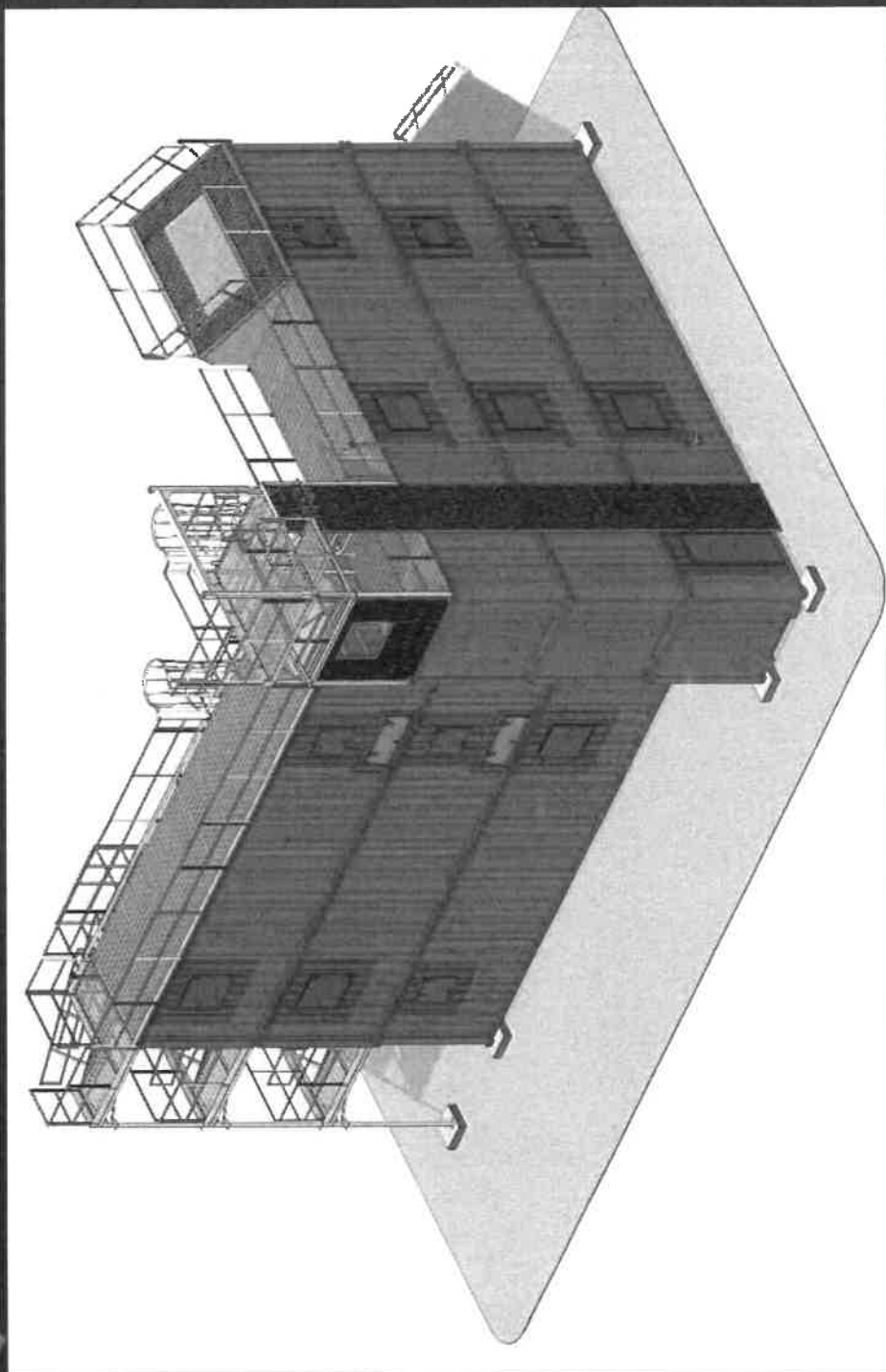
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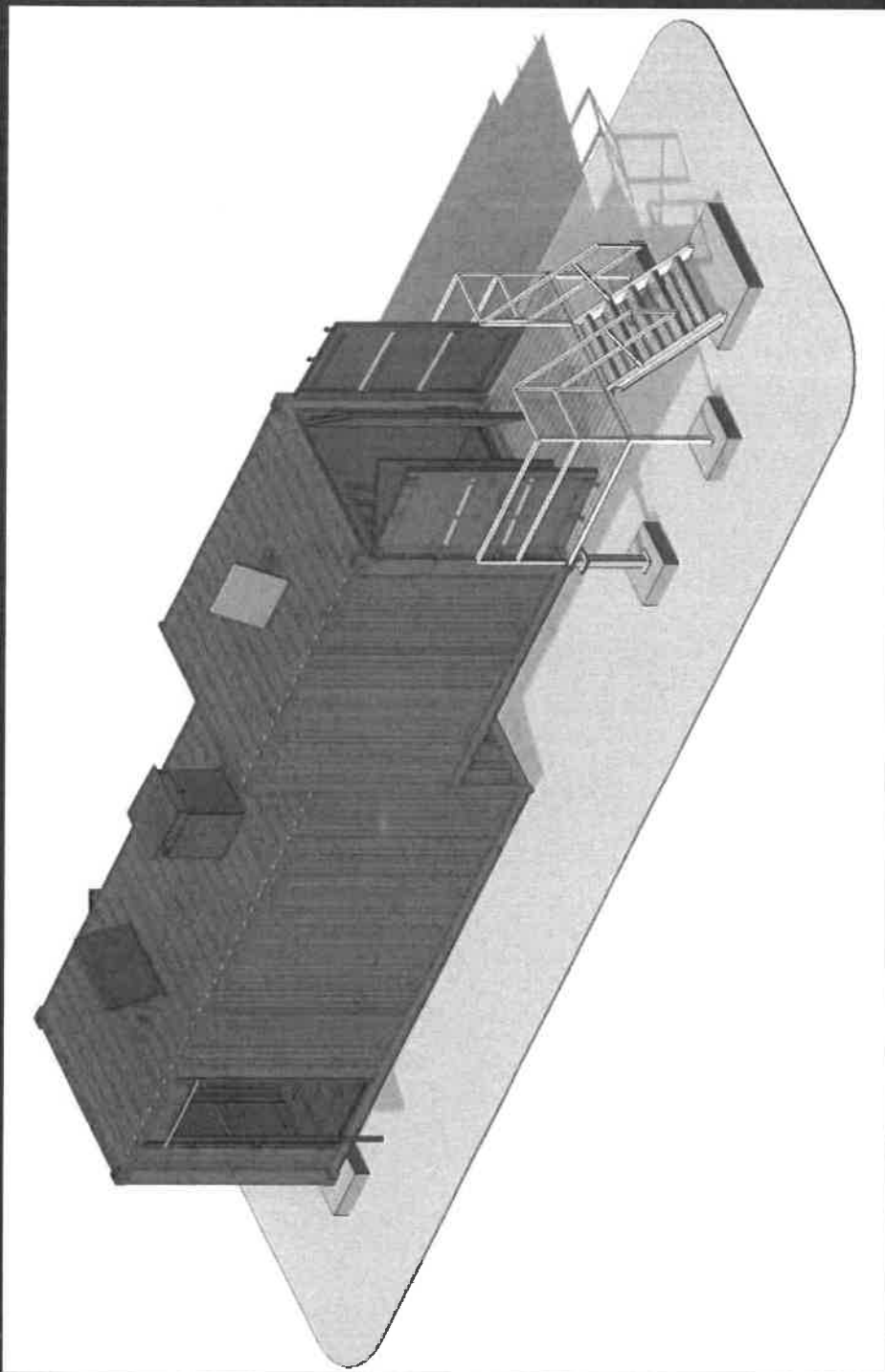
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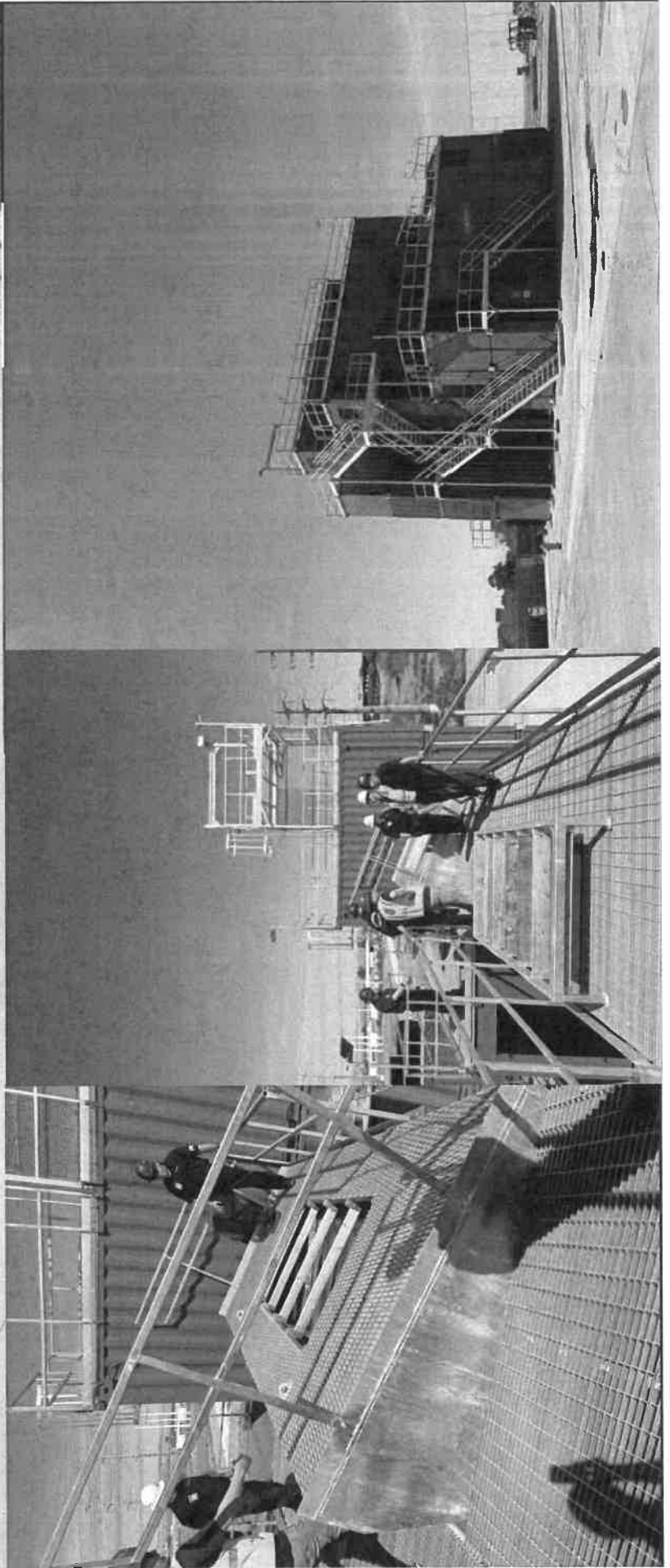
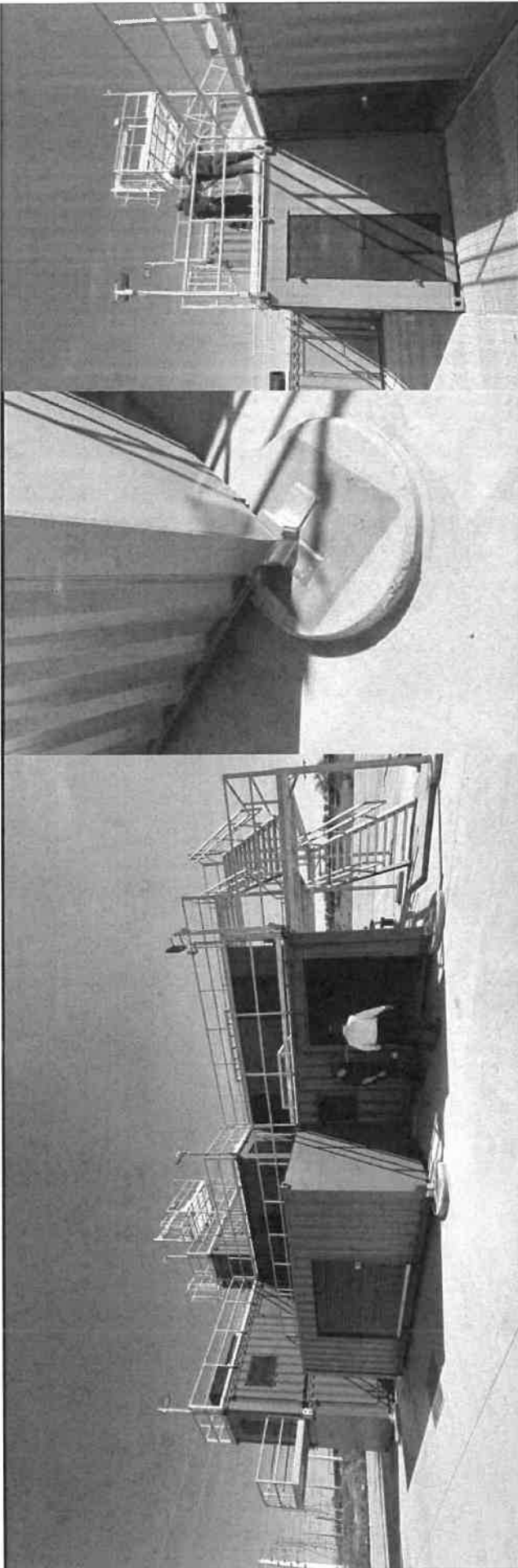
GRPSTC CITY OF GLENDALE, AZ TRAINING FACILITY



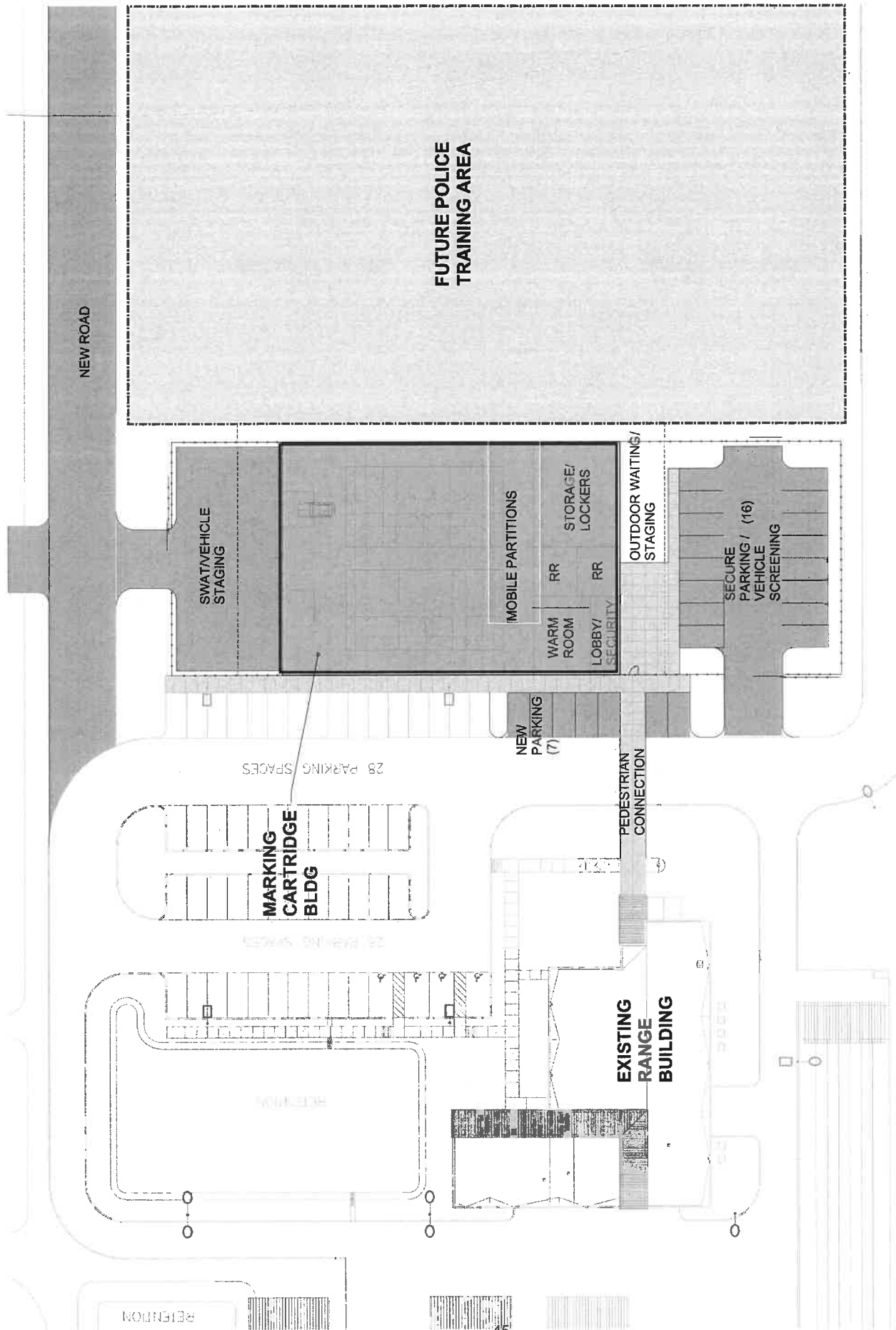
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1-877-268-8303
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PHASE 2A - MARKING CARTRIDGE BUILDING - PHASE 3B FUTURE POLICE TRAINING AREA



GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTERPLAN UPDATE 11850 W. GLENDALE AVE.	
LEA / LAWRENCE BRYART ARCHITECTS 1750 EAST NORTHERN PHOENIX, AZ ARCHITECTURE PLANNING INTERIORS CONSTRUCTION MGMT.	
DATE: 05-15-24 SHEET: 12/20 SHEET TITLE:	11850 W. GLENDALE AVE. PHOENIX, AZ 85028 11850 W. GLENDALE AVE. PHOENIX, AZ 85028 11850 W. GLENDALE AVE. PHOENIX, AZ 85028

MARKING CARTRIDGE AREA - OPTION 4

0' 15' 32' 48' 64' 128'

128'

11850 W. GLENDALE AVE.

This site plan illustrates the layout of the Main Academy Building and its future expansion. The existing building is a large, rectangular structure. The future expansion is shown as a larger, rectangular area to the right of the existing building. The plan also includes parking areas, a future parking expansion, and a future parking expansion. The plan is oriented with North at the top. The existing building is labeled 'MAIN EXISTING ACADEMY BUILDING'. The future expansion is labeled '25,000 S.F. MAIN ACADEMY FUTURE EXPANSION'. The parking areas are labeled 'PARKING EXPANSION (27 SPACES)' and 'PARKING EXPANSION (30 SPACES)'. The plan also shows a 'FUTURE PARKING' area and a 'FUTURE PARKING' area. The plan is oriented with North at the top. The existing building is labeled 'MAIN EXISTING ACADEMY BUILDING'. The future expansion is labeled '25,000 S.F. MAIN ACADEMY FUTURE EXPANSION'. The parking areas are labeled 'PARKING EXPANSION (27 SPACES)' and 'PARKING EXPANSION (30 SPACES)'. The plan also shows a 'FUTURE PARKING' area and a 'FUTURE PARKING' area.

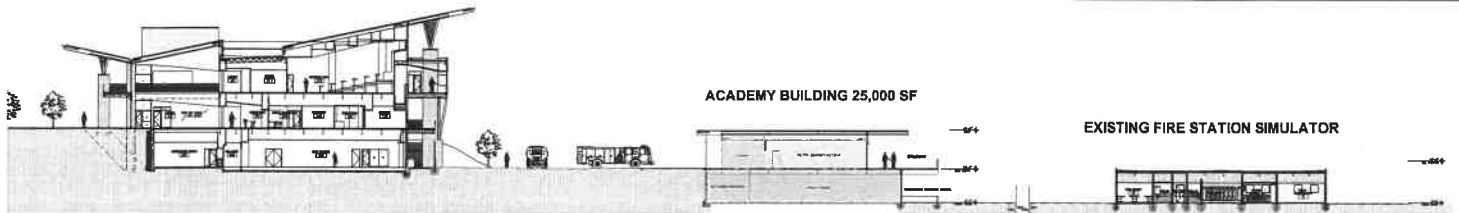
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LEA / LAWRENCE ENYART ARCHITECTS
1730 EAST NORTHERN PHOENIX, AZ



EXISTING MAIN CAMPUS BUILDING

PHASE 2B - POLICE AND FIRE ACADEMY BUILDING

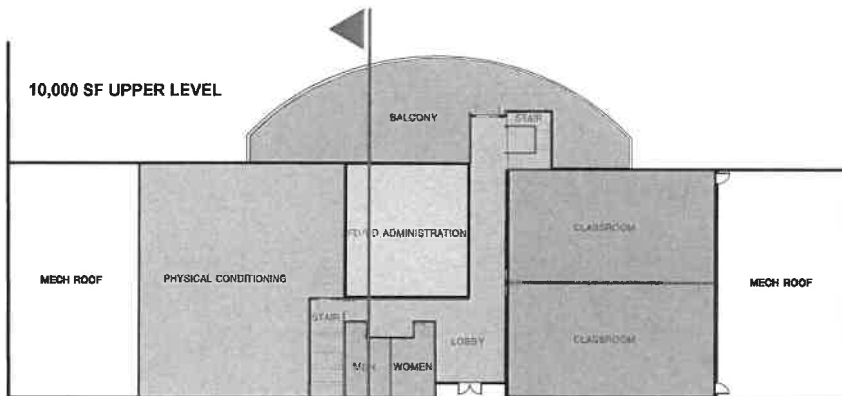


OVERALL SITE SECTION

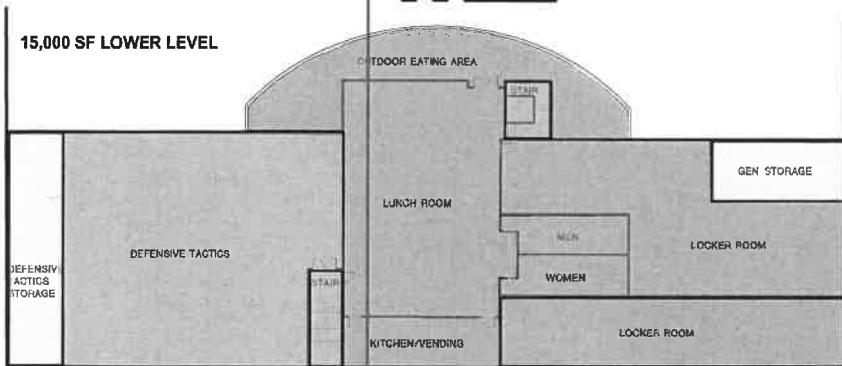


PROGRAMMING:

- CLASSROOM
- ASSEMBLY
- ADMINISTRATION
- CIRCULATION
- UTILITY/STORAGE
- RESTROOM/LOCKER
- PHYSICAL CONDITIONING



ACADEMY BUILDING 2 FLOORPLAN - 2ND FLOOR



ACADEMY BUILDING 2 FLOORPLAN - 1ST FLOOR



GRPSTC MASTER PLAN EXPANSION - NORTH WEST AERIAL VIEW

DATE	03-15-24	BY	BT/BOB
DESIGNED BY	BT	CHECKED BY	LJ/N
SHEET TITLE			
DESCRIPTION			
10' SCALE: 1/8" = 1'-0" (SEE PLAN) 1" SCALE: 1/4" = 1'-0" (SEE PLAN) 1/2" SCALE: 1/8" = 1'-0" (SEE PLAN) 1/4" SCALE: 1/16" = 1'-0" (SEE PLAN)			

**GLENDALE REGIONAL PUBLIC
SAFETY TRAINING CENTER -
MASTERPLAN UPDATE**
11660 W. GLENDALE AVE.

LEA / LAWRENCE ENYART ARCHITECTS
7120 EAST NORTHERN PHOENIX, AZ
ARCHITECTURE PLANNING INTERIOR CONSTRUCTION SERV.



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

AMENDMENT NO. 1

**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, THE CITY OF EL MIRAGE, AND THE MARICOPA COUNTY
COMMUNITY COLLEGE DISTRICT.
(Contract No. C24-1231)**

This Amendment No. 1 ("Amendment") to the Glendale Regional Public Safety Training Center Intergovernmental Agreement ("Agreement") is made this _____ day of _____, 2025, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and the City of Peoria ("Peoria"), the City of Surprise ("Surprise"), the City of Avondale ("Avondale"), the City of El Mirage ("El Mirage") (Individually a "Partnering Agency", collectively "Partnering Agencies" and the Maricopa County Community College District ("MCCCD").

RECITALS

- A. Partnering Agencies previously entered into the Glendale Regional Public Safety Training Center Intergovernmental Agreement ("Agreement") between and among the respective entities regarding the operation, maintenance and funding of the Glendale Regional Public Safety Training Center ("GRPSTC") for use by federal, state, county and municipal public safety agencies, as well as an Emergency Operations Center ("EOC").
- B. The Partnering Agencies wish to modify and amend the Agreement to include the City of El Mirage Police Department, and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Partnering Agencies hereby agree as follows:

1. That the title of the Agreement be amended to include the City of El Mirage, and that by agreement of the existing Partnering Agencies and the City of El Mirage that the City of El Mirage become an additional Partnering Agency subject to all the terms and conditions of the Agreement and this Amendment.
2. That the City of El Mirage Police Department participate in the training opportunities and cost sharing; and governance responsibilities as set forth in the Agreement.
3. Section 3.2.3 of the Agreement is amended to strike the table currently therein and substitute the table presented below:

Agency	Authorized Sworn Employees	Pro Rata Share
City of Glendale PD	459	32.20%
City of Glendale FD	268	18.80%
City of Surprise FD	200	12.64%
City of Peoria FD	205	12.95%
City of Avondale PD	165	10.43%
City of El Mirage PD	63	3.98%
MCCCD - GCC	122	9%
TOTAL	1482	100%

4. Section 5.1 of the Agreement is amended to include the El Mirage City Manager as a member of the Executive Board.
5. Section 6.1 of the Agreement is amended to include the El Mirage Police Chief as a member of the Chief's Board.
6. Section 7.1 of the Agreement is amended to add the El Mirage Police Department representatives as a member of the Operations Committee.
7. All other provisions of the Agreement remain the same.

{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, City of El Mirage, 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, City of El Mirage, 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, City of El Mirage, 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, City of El Mirage, 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, City of El Mirage, 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

CITY OF EL MIRAGE

BY: _____

ITS: _____

DATE: _____

ATTEST:

EL MIRAGE 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, City of El Mirage, 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:

EL MIRAGE CITY ATTORNEY



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025
Submitting Department: Fire - Medical
Staff Recommendations:

Contact Person: Brenden Espie, FIRE CHIEF
District: Internal

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

Consideration and action pertaining to acceptance of two funding awards from the Banner University Family Care Community Reinvestment funding program and approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$100,000 to support the operation of a community paramedicine program and community outreach events; Resolution #2025-28.

Motion:

I move to approve Resolution #2025-28.

Background:

The Surprise Fire-Medical Department (SFMD) applied for funding from Banner University Family Care through their Community Reinvestment Program. The application and request letter sought funding to support the operation of the SFMD community paramedicine program by covering overtime and training expenses. Additionally, a request was made to fund expenses related to community outreach events, such as car seat clinics.

Objective Analysis:

Accepting these awards will enable the SFMD to cover personnel and service expenses associated with operating the community paramedicine program. It will also provide funds for supplies, such as car seats, to be distributed during community outreach initiatives, including car seat clinics and programs for expectant mothers.

Policy Compliant:

The action is compliant with City and Council policies.

Financial Impact:

Acceptance of these one-time funding awards totaling \$100,000 will directly support personnel expenses and necessary operational costs, ensuring that the SFMD can establish and deliver community paramedicine services to the community. Additionally, these one-time funds will facilitate the purchase of essential supplies, such as car seats, for distribution at community events.

Budget Impact:

The FY2025 budget did not include appropriations for revenue and expenses related to the Banner University Family Care Community Reinvestment funding program awarded to the SFMD. Acceptance of the two awards will require an amendment to the budget by moving budget authority of \$100,000 from General Contingency to Project G34030 (\$25,000) and Project G34071 (\$75,000) in the Grants Fund. This action represents a transfer of spending authority and will not increase or decrease the total adopted citywide expenditure budget, thus maintaining fiscal integrity while enabling the department to implement these crucial programs.

FTE Impact:

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

ATTACHMENTS:

1. 25.04.01 Resolution No. 2025-28 - Two Banner Grants - Final
 2. Banner Community Reinvestment Program_Grant Award \$25,000
 3. Banner Community Reinvestment Program_Grant Award \$100,000-update
-

RESOLUTION # 2025-28

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA ACCEPTING TWO FUNDING AWARDS IN THE TOTAL AMOUNT OF \$100,000, ACCEPTING THE CONDITIONS OF THE AWARDS WITH BANNER UNIVERSITY FAMILY CARE, AND AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF \$100,000 FROM GENERAL CONTINGENCY TO PROJECTS G34030 AND G34071 IN THE GRANTS FUND TO SUPPORT THE OPERATION OF A COMMUNITY PARAMEDICINE PROGRAM AND COMMUNITY OUTREACH EVENTS.

WHEREAS, Banner University Family Care has awarded the City of Surprise Fire-Medical Department \$75,000 through their Community Reinvestment Program to support the operation of a community paramedicine program by funding personnel, supplies and services costs;

WHEREAS, Banner University Family Care has awarded the City of Surprise Fire-Medical Department \$25,000 through their Community Reinvestment Program to support the community outreach program by funding supplies and services costs;

WHEREAS, the City desires to accept the funding from the Banner University Family Care (B-UFC) in the above amounts totaling \$100,000;

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 two Conditions of Funding Award Letters between Banner University Family Care and the City of Surprise attached as *Exhibit B* are 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 _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, Acting City Attorney

RESOLUTION # 2025-28**Exhibit A**

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$100,000 from General Contingency to project G34030 (\$25,000) and project G34071 (\$75,000) within the Grants Fund to cover the personnel, supplies and services expenses for the operation of a community paramedicine program and community outreach events. 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	82,559,700	(100,000)	82,459,700
Contingency	General Operations	Other	R	77,526,000	(100,000)	77,426,000
Grants	Fire - Medical	#G34030 FY25 Car Seat Program	R	-	25,000	25,000
Grants	Fire - Medical	#G34030 FY25 Car Seat Program	E	-	25,000	25,000
Grants	Fire - Medical	#G34071 FY25 Community Paramedicine	R	-	75,000	75,000
Grants	Fire - Medical	#G34071 FY25 Community Paramedicine	E	-	75,000	75,000
Expense Total				82,559,700	-	82,559,700
Revenue Total				77,526,000	-	77,526,000

Exhibit B
Banner University Family Care (B-UFC) Community Reinvestment Program
Conditions of Funding Award Letters

Banner – University Family Care/ACC

5255 E Williams Circle, Ste 2050, Tucson, AZ 85711

Customer Care Center (800) 582-8686, TTY 711 | Fax (520) 874-5555

Nurse On Call (888) 747-7990 | www.BannerHealth.com/ACC

February 24, 2025

Jamie Michler
City of Surprise Fire & Medical
14250 W. Statler Plaza Ste 101
Surprise, AZ 85374

Dear Jamie:

Congratulations on your Community Reinvestment award. We look forward to working with you during the coming year. Please note conditions apply and are outlined on the following page. Please acknowledge and accept these conditions by signing and returning to jody.gardner@bannerhealth.com.

Sincerely,

Guillermo Velez
Complete Care Administrator
Banner University Family Care/AHCCCS Complete Care

**Banner University Family Care (B-UFC) Community Reinvestment Program
Conditions of Funding Award**

1. Community Reinvestment funds must be used in accordance with the proposal outlined in your application.
2. City of Surprise Fire & Medical is responsible to report to B-UFC any information concerning changes in the proposal.
3. If funds are not used for the purposes described in your proposal, B-UFC reserves the right to have all remaining Community Reinvestment funds immediately returned.
4. City of Surprise Fire & Medical must provide a written report with funding and program implementation updates in May, September and January.
5. City of Surprise Fire & Medical gives B-UFC permission to use photographs, logos, published/printed information and any other materials you supply, without further notice, in press releases and/or publications.

I hereby acknowledge receipt of and agree to the above outlined conditions of award of Community Reinvestment Funds.

Representative Name: _____

Signature: _____ Date: _____

December 17, 2024

Sarah Spiekermeier, MBA/HCA, CPM

Executive Director, Medicaid
Banner University Family Care

Dear Ms. Spiekermeier,

On behalf of the City of Surprise Public Safety Car Seat Program, we are seeking a \$25,000 partnership to support events and essential supplies for families in need throughout this calendar year. Our program addresses critical social risk factors, improves child safety outcomes, and supports maternal and infant health—aligning with the Banner UFC *Community Reinvestment* priorities and as outlined in AHCCCS guidelines.

Our Key Initiatives in coordination with our Surprise Resource Center and their Early Childhood Education team include:

1. **Community Car Seat Clinics and Distribution:** Families receive car seats, hands-on education on proper child passenger safety, and monthly access to installation checks to prevent transportation-related injuries.
2. **Expectant Mother Baby Showers:** A new initiative designed to help expectant mothers, and mothers with infants up to six months old, to provide critical care items, including safe sleep portable cribs, diapers, wipes, receiving blankets, first aid tools, and education on infant care and safe sleep practices.

How Your Support Will Help:

Your partnership will directly fund car seats, portable cribs, and essential supplies while enabling us to expand outreach and education to more families. These efforts address social risk factors such as unsafe environments, limited resources, and social isolation by equipping caregivers with the tools and knowledge to keep their children safe.

We are confident this initiative aligns with Banner’s commitment to measurable health impacts through *Community-Based Support Programs*. Together, we can strengthen the safety, well-being, and futures of families across our community.

Thank you for considering this opportunity to make a lasting difference. I look forward to discussing how Banner’s support can help us create a safer, healthier future for children and families.

Warm regards,

Jamie Michler, M.Ed.
Fire & Life Safety Education Specialist
Crisis Response Program Coordinator
Community Risk Reduction Division
Surprise Fire-Medical Dept.
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374
Tel: 623-222-5127
Email: Jamie.michler@surpriseaz.gov

Banner – University Family Care/ACC

5255 E Williams Circle, Ste 2050, Tucson, AZ 85711

Customer Care Center (800) 582-8686, TTY 711 | Fax (520) 874-5555

Nurse On Call (888) 747-7990 | www.BannerHealth.com/ACC

February 4, 2025

Jesus Rivera

City of Surprise, Fire-Medical Department

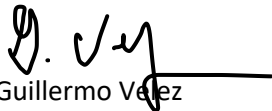
14250 W Statler Plaza

Surprise, AZ 85374

Dear Jesus:

Congratulations on your Community Reinvestment award. We look forward to working with you during the coming year. Please note conditions apply and are outlined on the following page. Please acknowledge and accept these conditions by signing and returning to jody.gardner@bannerhealth.com.

Sincerely,



Guillermo Velez

Complete Care Administrator

Banner University Family Care/AHCCCS Complete Care

**Banner University Family Care (B-UFC) Community Reinvestment Program
Conditions of Funding Award**

1. Community Reinvestment funds must be used in accordance with the proposal outlined in your application.
2. City of Surprise, Fire-Medical Department is responsible to report to B-UFC any information concerning changes in the proposal.
3. If funds are not used for the purposes described in your proposal, B-UFC reserves the right to have all remaining Community Reinvestment funds immediately returned.
4. City of Surprise, Fire-Medical Department must provide a written report with funding updates in May, September and January through the Cybergrants system.
5. City of Surprise, Fire-Medical Department gives B-UFC permission to use photographs, logos, published/printed information and any other materials you supply, without further notice, in press releases and/or publications.

I hereby acknowledge receipt of and agree to the above outlined conditions of award of Community Reinvestment Funds.

Representative Name: _____

Signature: _____ Date: _____

From: [Jennifer Felton](#)
To: [Jennifer Felton](#)
Subject: FW: Request # 95240821 has been approved for Community Paramedicine Program
Date: Wednesday, March 12, 2025 10:05:08 PM

From: BannerHealthGrant@cybergrants.com <BannerHealthGrant@cybergrants.com>
Sent: Monday, February 3, 2025 10:21 AM
To: Jesus Rivera <Jesus.Rivera@surpriseaz.gov>
Subject: Request # 95240821 has been approved for Community Paramedicine Program
The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.

The request you submitted has been approved.

Organization Name: City of Surprise, Fire-Medical Department

Request ID: 95240821
Project Title: Community Paramedicine Program
Granted Amount: \$75,000.00
Proposal Type: Banner Health Plan Community Reinvestment
Request Owner: Jody Gardner

CG/JMAIL/338977527

From: [Jennifer Felton](#)
To: [Jennifer Felton](#)
Subject: FW: Banner/Surprise Fire Dept Community Reinvestment Award Update
Date: Thursday, March 13, 2025 10:00:56 AM
Attachments: [Outlook-wzmgvzwp.png](#)
[Outlook-Logo, comp.png](#)
[Outlook-Logo Desc.png](#)
[Outlook-here for e.png](#)
[Outlook-Logo, icon.png](#)
[Outlook-Icon Desc.png](#)
[Outlook-Logo, icon.png](#)

From: Spiekermeier, Sarah <Sarah.Spiekermeier@bannerhealth.com>
Sent: Wednesday, March 12, 2025 9:55 AM
To: Jesus Rivera <Jesus.Rivera@surpriseaz.gov>
Cc: Jamie Michler <Jamie.Michler@surpriseaz.gov>; Gardner, Jody <Jody.Gardner@bannerhealth.com>; Velez, Guillermo (Gil) <Guillermo.Velez@bannerhealth.com>; Kautzman, JoAnne <JoAnne.Kautzman@bannerhealth.com>
Subject: Banner/Surprise Fire Dept Community Reinvestment Award Update

*****The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.*****

Good Morning Deputy Chief Rivera,

Banner University Family Care is honored to award Surprise Fire Department a \$75,000 community reinvestment grant to support your community Paramedicine program. As discussed on March 10th, Surprise Fire Department will be utilizing this grant money in following ways. While some items below are indicated as NA, the intent of the original proposal which support SDOH efforts will still be met. Should you and the team need additional support for this important pilot program such as supplies, materials, and training, please do not hesitate to bring up these needs in our regular call and we will come together as a community to find creative solutions to break down these barriers.

1. Salaries: \$60,000.00 will primarily cover salary expenses for firefighters who participate in the Community Paramedicine program while off-duty firefighters working on overtime to staff the Community Paramedicine Program. Currently, fulltime community paramedics are not staffed, and this approach will help us demonstrate the program's effectiveness.
2. Consultant/Contract Services: \$NA allocated to cover the cost of a Medical Director to provide program oversight.
3. Supplies and Materials: \$NA will be used for materials to aid vulnerable populations' needs, including residential fall prevention outfitting, unsheltered persons health

and safety care, and fire and fall safety education/tools.

4. Training and Conferences: \$___15,000.00___ is allocated for ongoing training and education for paramedics to enhance their ability to serve the community, including fall prevention initiatives, provide ongoing program management, analysis and improvements.

5. Other Expenses: \$___NA___ is earmarked for quality assurance review and data analysis by the program medical director and paramedics to measure program effectiveness and ensure continuous improvement.

6. Total Requested: \$150,000.00/Total Awarded: \$75,000.00.

Thank you,
~ Sarah

Sarah Spiekermeier, MBA/HCA,CPM

Executive Director, Medicaid
Banner University Family Care
623.755.4652 cell

Executive Assistant: Rhonda Wolfe

Rhonda.Wolfe@bannerhealth.com

 **Banner Plans & Networks**



Making health care easier, so life can be better.



Confidentiality Statement: The information contained in this email is confidential information belonging to Banner Health. State law prohibits further disclosure of this information without the specific written consent of the person to whom it pertains or as otherwise permitted by law. If you are not the intended recipient, you are hereby notified that any disclosure, copying

distribution or taking of any action is reliance on the contents of this information is strictly prohibited. If you have received this email in error, please call 520.874.5520 or reply and tell us of the error. Thank You.

Review Your Application

Please review your proposal information. If you are not ready to submit your proposal at this time, click the "Save Only" button. The proposal will then be available to edit from the Welcome page. Clicking the Submit button will immediately send the application to Banner Health and you will then be unable to perform further editing.

Contact Information

- * Salutation Mr.
- * First Name Jesus
- * Last Name Rivera
- * Business Title City of Surprise, Fire-Medical Department
- * E-mail Address jesus.rivera@surpriseaz.gov
- * Telephone 6232225124

Organization Information

- * Legal Name City of Surprise, Fire-Medical Department
- AKA Name
- * Address 14250 W Statler Plaza
- * City Surprise
- * State Arizona
- * Zip/Postal Code 85374
- Website Address surpriseaz.gov

Email Address jesus.rivera@surpriseaz.gov

Telephone 6232225124

* Organization Type Public Safety

Mission Statement "Always there, Always Ready." The Surprise Fire-Medical Department's mission is to protect and preserve life and property with the highest level of safety, customer service, pride and professionalism.

Organization History From the early 1960s to the 1970s, the Surprise Fire Department operated from Town Hall at 12731 W. Grand Avenue. During the 1970s, the department was led by Fire Chiefs Julio Arenas (1972) and Ray Wallis (1975). In the early 1970s, the Town Hall was relocated to 12604 Santa Fe Drive, where a small fire station was established behind it on Hollyhock Street. Throughout the 1980s, the station underwent gradual renovations, primarily driven by volunteer firefighters who enclosed the open bays to protect the fire apparatus from the elements. The department saw leadership from Fire Chiefs Carmen Pruitt (1980) and Gilbert Balcome (1984), with a significant shift occurring in 1986 when the department transitioned from a volunteer-based force to full-time personnel under the leadership of Chief Balcome. This era also marked the establishment of the reserve firefighter program in 1987 to support full-time crews.

In the 1990s, Fire Chiefs Robert Weekley (1991) and John Walter (1998) led the department through further growth. Living quarters were added to the rear of the fire station to accommodate the expanding full-time staff. By 1998, the Surprise Fire Department expanded its ranks, hiring 13 new members to staff the soon-to-be-completed Station 302 at Reems Road and Mountain View Parkway.

Fire Chief Michael White took the helm in the 2000s, overseeing the relocation of Firehouse Number One to its current, modern facility at 16750 N. Village Drive East in 2006. This state-of-the-art, 15,000+ square foot station with four bays continues to serve the community today. By 2008, the department had evolved into an all-hazards response organization, growing to seven stations and 113 personnel.

In 2009, the Surprise Fire-Medical Department moved its operations to the Public Safety Building (PSB), which also houses the Emergency Operations Center (EOC).

The 2010s, under the leadership of Fire Chief Tom Abbott (2014), marked a period of significant service expansion. In 2015, the department began providing ambulance services to the residents of Surprise. By 2019, five full-time ambulances were in operation. In 2015, SFMD also launched its Alternate Destination Program and, in 2016, secured its first grant-funded Community Paramedicine program. This proactive approach continued in 2017 with the Treat and Refer program, followed by implementing the Emergency Triage, Treatment, and Transport (ET3) program in 2020.

In 2017, voters in Surprise approved three General Obligation Bonds that funded the construction of Fire Station 4, Fire Station 8, and the Public Safety Evidence & Readiness Center. Fire Chief Brenden Espie, appointed in 2022, currently leads the department as it continues to build on these achievements. In 2020, the department earned international accreditation from the Commission on Fire Accreditation International (CFAI), joining an elite group of 234 fire departments worldwide. That same year, SFMD completed the construction of the state-of-the-art Fire Station 4, which included innovative decontamination showers designed to protect firefighters from cancer.

Throughout its history, the Surprise Fire-Medical Department has continually expanded its services, leading innovative programs to enhance emergency care and community health while adapting to the growing needs of its diverse community.

* Executive Leader of Organization Brenden Espie

* Executive Leader's Salutation Mr.

* Executive Leader's Title Fire Chief

* Executive Leader's Email brenden.espie@surpriseaz.gov

* Project/Program Title Community Paramedicine Program

* Requested Cash Amount \$150,000.00

* Are you willing to accept a
smaller amount if full cash
amount cannot be
awarded? Yes

* Project/Program Status Ongoing Project/Program

* Project/Program Start
Date 2/3/2025

* Project/Program
Description The Surprise Fire-Medical Department's Community Paramedicine program is a proactive initiative designed to reduce non-emergency 911 calls and improve healthcare outcomes by addressing the social determinants of health. Operating for 20 hours per week, the program dispatches two paramedics to conduct home visits and follow-up care for individuals with healthcare disparities and frequent use of emergency services. The program serves diverse communities within Surprise, including Sun City Grand, aiming to provide essential care to populations vulnerable to social, economic, or environmental factors.

Target Population

Surprise, Arizona, is a diverse community with over 155,000 residents across 110 square miles. The population includes families, retirees, and young professionals, with a minority population of 31% and a poverty rate of 7%. The Arizona Department of Health Services designated the northern region of Surprise as medically underserved. The program targets these underserved populations, particularly those facing barriers to accessing healthcare.

Program Objectives

The program's primary goals include:

- Reduced Non-Emergency 911 Calls: The program seeks to reduce non-emergent 911 calls by connecting frequent users to appropriate care services.

- **Improved Patient Health Management:** Paramedics educate patients on managing their health by checking vital signs, reviewing medications, and connecting them to resources to prevent emergencies.
- **Reduced Hospital Readmissions:** Follow-up care, particularly for chronic conditions and elderly individuals, aims to prevent hospital readmissions due to falls and recurring health issues.
- **Addressing Social Determinants of Health:** During visits, paramedics assess home safety, mental health, food security, and other factors, ensuring that patients are connected to essential services such as Adult Protective Services, home healthcare, and mental health programs. By focusing on community risk reduction, the program aims to improve overall quality of life and long-term health outcomes.

Program Data

- Average Age: 76 years
- Time on Scene: 57 minutes per visit
- Gender Breakdown: 131 females, 140 males
- Race Breakdown: African American (4%), Hispanic (5%), White (76%), Other (8%), Unknown (7%)

Paramedics refer patients to various services, including Elder Protection Agencies, the Health Department, Home Health, Mental Health support, Social Assistance, Substance Abuse Treatment, Hoarding and Infestation Services, Fall Prevention Programs, VA Benefits, and Legal Assistance. These services ensure that the program addresses both medical and social needs.

Reasons for Paramedic Referrals

Common reasons for paramedic visits include:

- Abdominal Pain (Sharp, Cramp)
- Allergic/Anaphylaxis Reactions
- Back Pain

- Chest Pain/Tightness (non-cardiac)
- Depression/Suicidal Ideation
- Diabetic Problems
- Difficulty Breathing/Shortness of Breath (SOB)
- Fall Injuries (Minor and Trauma-related)
- Panic Disorder/Panic Attack
- Psychiatric Illness (Bipolar Disorder, Schizophrenia)
- Stroke/TIA (Possible)
- Unconscious/Unresponsive Episodes

These visits allow paramedics to address immediate concerns and connect patients to ongoing care and support services, preventing future emergencies.

Program Achievements

Between 2019 and 2021, the program:

- Served 271 patients through home visits and follow-ups, with an average of three visits per patient.
- Reduced 911 system utilization by 89% among patients served.
- Saved approximately \$376,314 by preventing 153 emergency room visits and ambulance transports.
- The average age of patients served was 76, with 90% having a primary care provider and 28% being newly referred to one.

Methods of Measuring Success

To track the program's success, several data-driven approaches are used:

- 911 Data Review: Pre- and post-enrollment data are reviewed to assess reductions in emergency service utilization.

- **Patient Satisfaction Surveys:** Surveys measure improvements in health management and overall patient satisfaction.
- **Health Outcome Monitoring:** The program tracks reductions in hospital readmissions, improved management of chronic conditions, and overall improvements in patient health.
- **Cost Savings Analysis:** The program calculates savings based on avoided emergency room visits and ambulance transports. Between 2019 and 2021, it saved approximately \$2,460 per patient.

Expected Outcomes

The Community Paramedicine program is designed to deliver several key outcomes:

- **Reduction in 911 Call Volume:** Reducing non-emergency calls can significantly decrease the burden on emergency services. By identifying frequent 911 callers, emergency calls can be reduced by shifting them to proactive, non-emergency medical visits, substantially lowering calls. Similarly, we expect a continued reduction in non-emergency calls within the Surprise community.
- **Cost Savings:** The program expects to generate significant healthcare savings by reducing emergency room visits and ambulance transports. A proactive care model can save hundreds of thousands of dollars by preventing unnecessary hospital visits. Our program anticipates financial benefits by avoiding costly emergency services for non-emergent issues.
- **Improved Health Outcomes:** By focusing on chronic disease management, fall prevention, and routine health monitoring, paramedics can help improve long-term health outcomes for patients. This preventive approach is expected to decrease hospital readmissions and emergency room visits. The program focuses on immediate health needs and addressing underlying causes of frequent emergency use.
- **Enhanced Community Safety and Resource Availability:** Reducing non-emergent calls is expected to improve the

availability of emergency resources, ensuring that fire and medical teams are ready to respond to genuine emergencies more efficiently. This aligns with the broader goal of community risk reduction, ensuring better resource allocation and faster emergency response times.

- Sustained Quality of Life Improvements: The program will continue to assess and refer patients to appropriate services, improving their overall quality of life. Connecting patients to ongoing care and social services contributes to long-term health improvements and reduced dependency on emergency services.

* Affiliation with Banner Health	Surprise Fire-Medical Department has maintained a strong affiliation with Banner Health for many years, utilizing their hospital emergency rooms, particularly Banner Del Webb, as the closest and most appropriate destinations for 911 patients in various situations, including those requiring specialized medical care. Banner has been an outstanding community partner, providing prehospital education and backup medical direction for paramedics. Banner Del Webb, in particular, has consistently been recognized through the American Heart Association's Mission Lifeline award, highlighting its commitment to cardiac care. Additionally, Surprise Fire-Medical supports Banner's Medicare and Medicaid-insured members through our programs. Our Community Paramedicine program is available as a resource referral for patients discharged from Banner hospitals and medical facilities, providing follow-up visits to help prevent readmissions, assist with fall prevention, and ensure continuity of care for high-risk individuals. This partnership continues to enhance the quality of care within the community.
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* Is this a collaboration with other organizations?	No
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* Is this a joint venture with any other organizations?	No
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Additional Documentation	• Community Paramedicine-West Report.pdf (480.4 K), uploaded by Jesus Rivera on 2024-10-02
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Demographics

- * Gender Served 48% Male
51% Female
1% Gender Non-Conforming
- * Ethnicity Served 5% African American
3% Asian American
70% Caucasian
19% Hispanic
1% Native American
1% No Distinction
1% Other, Non-Hispanic
- * Population Served Disabled
Economically Disadvantaged
Military/Veterans
Uninsured/Underinsured
No Distinction
- * Age Group Served Infants & Toddlers (Under 2)
Children (3-12)
Adolescents (13-17)
Young Adults (18-25)
Adults (26-65)
Older Adults (Over 65)
No Distinction

Budget Information

- * Project/Program Expense Budget
 - **Personnel/Fringe Benefits** \$100,000.00
 - **Project/Program Direct Expenses** \$40,000.00
 - **Overhead/Indirect Expenses** \$10,000.00

Total \$150,000.00

Expenses Budget Narrative Operating 20 hours per week to focus on reducing 911 calls and improving health outcomes for vulnerable populations and older adults at risk of falls.

1. Salaries: \$100,000 will primarily cover salary expenses for firefighters who participate in the Community Paramedicine program while off-duty firefighters working on overtime to staff the Community Paramedicine Program. Currently, full-time community paramedics are not staffed, and this approach will help us demonstrate the program's effectiveness.

2. Consultant/Contract Services: \$10,000 allocated to cover the cost of a Medical Director to provide program oversight.

3. Supplies and Materials: \$15,000 will be used for materials to aid vulnerable populations' needs, including residential fall prevention outfitting, unsheltered persons health and safety care, and fire and fall safety education/tools.

4. Training and Conferences: \$15,000 is allocated for ongoing training and education for paramedics to enhance their ability to serve the community, including fall prevention initiatives, provide ongoing program management, analysis and improvements

5. Other Expenses: \$10,000 is earmarked for quality assurance review and data analysis by the program medical director and paramedics to measure program effectiveness and ensure continuous improvement.

Additionally, travel, transportation, and mobile computer terminals will be provided in-kind, meaning these critical resources will not require funding from the grant.

The program has a proven track record of success. From 2019 to 2021, it saved approximately \$376,314 by preventing 153 emergency room visits and ambulance transports, with a cost savings of \$2,460 per patient. The savings have reduced the strain on emergency services and promoted better health for the community.

The program previously reduced 911 calls by 89% among high-frequency users. We anticipate significant improvements in patient outcomes, cost savings, and shared savings opportunities.

Revenue Budget Narrative

The Surprise Fire-Medical Department's Community Paramedicine program does not generate direct revenue but aims to achieve substantial cost savings and shared

savings opportunities by proving that it can reduce non-emergency 911 calls, ambulance transports, and hospital admissions. By addressing the needs of frequent 911 users and connecting them with appropriate health and social services, the program helps avoid unnecessary emergency service utilization.

Between 2019 and 2021, the program saved approximately \$376,314 by preventing 153 emergency room visits and ambulance transports, resulting in an average savings of \$2,460 per patient. The program also targets falls among older adults, which can cost a total average of \$30,000 per incident with injury if not prevented. Preventing these falls through home safety assessments and care management significantly reduces healthcare costs.

Nationwide, falls among older adults result in healthcare costs of about \$50 billion annually, with the majority covered by Medicare and Medicaid. By reducing falls and non-emergency calls, the program not only saves on direct healthcare costs but also helps reduce the strain on emergency services and hospital resources.

While the program does not directly generate revenue, its value lies in reducing healthcare system costs, improving patient health outcomes, and ensuring more efficient use of emergency services.

Impact and Monitoring

* Funding Focus Area Community health needs

* Project/Program Primary Goal or Objective The primary goal of the Community Paramedicine program is to reduce non-emergency 911 calls, improve population health, create cost savings opportunities, and generate cost savings for all. From 2019 to 2021, the program saved approximately \$376,314 by preventing 153 emergency room visits and ambulance transports, translating to a cost savings of \$2,460 per patient. These results demonstrate the program's impact in reducing unnecessary strain on emergency services:

- Reduction in 911 Call Volume: By providing proactive care, the program aims to reduce non-emergency 911 calls,

especially among frequent callers, improving the efficiency of emergency services and reducing strain on first responders.

- **Improved Patient Health Management:** Paramedics check vital signs, review medications, and connect patients to services that help prevent emergencies.
- **Reduction in Hospital Readmissions:** Follow-up care provided by paramedics helps prevent hospital readmissions, particularly for chronic conditions and elderly patients. This reduces overall healthcare costs while improving patient outcomes.
- **Improved Population Health:** The program's focus on managing chronic conditions, preventing falls, and addressing the social determinants of health contribute to better long-term health outcomes for the community. Regular data analysis will track improvements in key health indicators for patients enrolled in the program.
- **Addressing Social Determinants of Health:** Paramedics assess home safety, mental health, food security, and other social factors during visits, ensuring that patients are connected to essential services such as Adult Protective Services, home healthcare, and mental health programs.
- **Patient Satisfaction and Health Management:** Surveys will gauge improvements in patient health management, the effectiveness of paramedics' education, and overall satisfaction with the program.

*** Success Metrics for
Primary Goal or Objective**

The primary success metrics for the Surprise Fire-Medical Department's Community Paramedicine program focus on reducing non-emergency 911 calls and improving the well-being of vulnerable populations. Key metrics include:

1. **Reduction in Non-Emergency 911 Calls:** A decrease in non-urgent calls by frequent users will measure the program's effectiveness.
2. **Improved Health Outcomes:** Success will be demonstrated through fewer hospital readmissions and better health assessments during follow-up visits, addressing healthcare disparities.

3. The number of patients connected to services like Adult Protective Services and mental health programs, and the extent of their engagement, will indicate success.

4. Home Safety and Preventive Measures: A reduction in falls and medication errors through home safety evaluations will indicate success.

5. Outreach to Underserved Communities: Success will be reflected in the number of residents from underserved areas reached and connected to care.

6. Data Review and Continuous Improvement: Regular program data review will lead to quality improvements and sustainability.

By achieving these metrics, the program will reduce unnecessary 911 utilization, address social determinants of health, and improve community health outcomes.

* Anticipated Event 120
Attendees

* Anticipated Outcomes 1. Reduced 911 System Reliance: The program aims to lower non-emergency 911 calls by connecting frequent users to appropriate care. From 2019 to 2021, the program avoided 153 emergency room visits, saving \$376,314 by reducing unnecessary reliance on emergency services.

2. Improved Patient Health Management: Through home visits, paramedics help patients manage their health by connecting them to essential services such as Adult Protective Services and mental health programs. This reduces the need for emergency care and ensures patients better manage their health.

3. Reduced Hospital Readmissions: The program helps reduce readmissions by addressing healthcare needs early, especially for older adults at risk of falls. With fall-related hospital costs averaging \$30,000 per incident, the program focuses on preventing such incidents through home safety assessments.

4. Cost Savings: The program saves approximately \$2,460 per patient by preventing emergency room visits and ambulance transports. With falls among older adults costing the healthcare system \$50 billion annually, the

program's proactive approach helps reduce healthcare costs.

5. Partnership and Resource Network: The program connects patients to local healthcare and social services, reducing their dependence on emergency services. Patients receive comprehensive care tailored to their needs by establishing strong community partnerships.

6. Sustainability Plan: The program aims to secure long-term funding and partnerships for positive health outcomes. Previous grant cycles, such as the Vitalyst Health Foundation, demonstrate the program's success and need for ongoing support.

7. Improved Health Outcomes: By addressing the social determinants of health, the program improves patient outcomes by preventing falls and enhancing quality of life. Regular health assessments and follow-up care ensure long-term improvements.

Certifications

* I confirm all certifications listed on this application.

* Organization Jesus Rivera
Representative Signature

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CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Consideration and action pertaining to the renewal and acceptance of the agreement with the U.S. Department of Justice Drug Enforcement Administration for overtime expenses and approval of a fiscal year 2025 budget amendment moving budget in the amount of \$43,500; Resolution 2025-36; RFLS 9946.

Motion:

I move to approve Resolution 2025-36.

Background:

In December 2023, the City of Surprise Police Department (SPD) and the Drug Enforcement Administration (DEA) signed an addendum to the original Task Force Agreement entered on January 17, 2023, to increase the number of officers from two (2) to three (3). On January 7, 2025, the DEA canceled the addendum to the Task Force Agreement. The DEA and SPD are returning to terms of the original agreement for the remainder of federal fiscal years 2025-2026 by assigning two (2) officers to the DEA Phoenix Task Force. The annual overtime is capped at 25% of a GS-12, step 1 salary. For FFY25, the DEA agrees to reimburse the City of Surprise up to \$21,740.50 per officer (no more than \$43,481 total) for overtime expenses.

Objective Analysis:

The agreement will help disrupt a considerable amount of drug trafficking activities. In addition, the assigned officers will obtain valuable skills that will enhance the daily performance of their jobs.

Policy Compliant:

This action is compliant with City and Council policy. The City regularly partners with other governmental entities when it is beneficial to do so. Also, the City has consistently and strongly opposed drugs.

Financial Impact:

Acceptance of this one-time funding will provide \$43,481 for overtime expenses incurred by two officers on the DEA Task Force. There is no city match requirement; however, the City is responsible for payment of salary, benefits and overtime to the officers assigned to the Task Force. The DEA will

reimburse SPD for overtime expenses.

Budget Impact:

The FY2025 adopted budget did not include appropriations for revenue and expenses related to the FFY2025 DEA Task Force Agreement. Acceptance of this agreement will require a movement of budget authority in the amount of \$43,500 from General Contingency to Project G31245 in the Grants Fund. Budget allocations for future fiscal years will be included in the budget adoption process for that year. Salary and benefits for the two officers to be assigned to the Task Force have been included as part of the Surprise Police Department's FY2025 General Fund operating budget. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Res 2025-36 DEA Task Force Agreement accepted 031325
 2. FY23-26 Program Surprise PD
-

RESOLUTION # 2025-36

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ACCEPT FUNDING BY AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF \$43,500 FROM GENERAL CONTINGENCY TO PROJECT G31245 FFY23 DEA TASK FORCE FOR OVERTIME EXPENSES IN THE GRANTS FUND PURSUANT TO AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION.

WHEREAS, pursuant to Arizona Revised Statute §13-3872, *et seq.*, the City of Surprise has the authority to enter into agreements with other governmental entities for the purposes set forth within;

WHEREAS, there is evidence that trafficking in narcotics and dangerous drugs exists throughout the state and in the Phoenix area;

WHEREAS, such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona and the City of Surprise;

WHEREAS, the parties previously entered into an agreement in order to continue the partnership already in place to combat these issues;

WHEREAS, the Drug Enforcement Administration (DEA), as part of their commitment to this partnership, desires to reimburse overtime expenses incurred for two full-time investigators up to the amount of \$21,740.50 per position, and the City of Surprise desires to accept such funding;

WHEREAS, the previously entered into agreement provides overtime funding for two officers assigned to the DEA Task Force for the federal fiscal year 2024-2025 and such funding was not included in the budget;

WHEREAS, the FY2025 budget was adopted by Council Resolution #2024-94 on June 4, 2024;

WHEREAS, acceptance of this funding 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 existing Agreement between the City of Surprise and the U.S. Department of Justice, Drug Enforcement Administration is attached as *Exhibit B*.

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 _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, Acting City Attorney

RESOLUTION # 2025-36
Exhibit A

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$43,500 from General Contingency to Project #G31245 FFY23 DEA Task Force in the Grants Fund. The agreement with the U.S. Department of Justice Drug Enforcement Administration (DEA) Task Force is for \$21,740.50 per officer to cover overtime expenses incurred on the Task Force. 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	#G31245 FFY23 DEA Task Force	E	24,200	43,500	67,700
Grants	Police	#G31245 FFY23 DEA Task Force	R	24,200	43,500	67,700
Contingency	General Operations	Contingency	E	82,559,700	(43,500)	82,516,200
Contingency	General Operations	Other	R	77,526,000	(43,500)	77,482,500
Expense Total				82,583,900	-	82,583,900
Revenue Total				77,550,200	-	77,550,200

RESOLUTION 2025-36
EXHIBIT B

AGREEMENT BETWEEN
THE CITY OF SURPRISE AND U.S. DEPARTMENT OF JUSTICE,
DRUG ENFORCEMENT ADMINISTRATION

(BEGINS ON THE NEXT PAGE)

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this **1st day of October 2022**, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the **Surprise Police Department, ORI#AZ007200** (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the state of Arizona area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Arizona, the parties hereto agree to the following:

1. The **Phoenix Task Force** will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Arizona area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the state of Arizona.
2. To accomplish the objectives of the Phoenix Task Force, the parent agency agrees to detail **two (2)** experienced officers to the Phoenix Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
3. The parent agency officers assigned to the task force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.
4. The parent agency officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC § 878.
5. To accomplish the objectives of the Phoenix Task Force, DEA will assign six (6) special agents to the task force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned task force officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA special agents and parent agency officers assigned to the task force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Phoenix Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the task force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. ***Note: Task Force Officer's overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses.***
7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, *Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements*. The parent agency acknowledges that this agreement will not take effect and no federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on 30 days' advance written notice. DEA's support to the task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:



Cheri A. Oz, Special Agent in Charge
Phoenix Field Division



Date

For the Surprise Police Department:



Benny Pina, Chief of Police



Date



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025
Submitting Department: Public Works
Staff Recommendations:

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

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

Consideration and action pertaining to the immediate formation of a lighting improvement district known as SU-SURPRISEFOOTHILLS219 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution No. 2025-30.

Motion:

I move to approve Resolution No. 2025-30.

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 Surprise Foothills 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 the 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 RES2025-30-SU-SURPRISEFOOTHILLS219
 2. 02 SLID Petition - Surprise Foothills
 3. 03 Streetlight Plans PH1A-1C Surprise Foothills
 4. 04 Council Map Surprise Foothills
-

RESOLUTION # 2025-30

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-SURPRISEFOOTHILLS219* 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-SURPRISEFOOTHILLS219* 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-SURPRISEFOOTHILLS219* 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 _____, 2025.

Kevin Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

January 14, 2025

“EXHIBIT A”
LEGAL DESCRIPTION FOR
SURPRISE FOOTHILLS
STREET LIGHT IMPROVEMENT DISTRICT

That part of Section 21, Township 4 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Brass Cap flush marking Northeast Quarter of said Section 21;

Thence South 00°26'35" West, along the East line of the Northeast Quarter of said Section 21, a distance of 2640.49 feet to the G.L.O. Brass Cap marking the East Quarter Corner of said Section 21;

Thence South 00°26'44" West, along the East line of the Southeast Quarter of said Section 21, a distance of 1320.94 feet to the Southeast Corner of the North Half of said Southeast Quarter;

Thence North 89°42'53" West, along the South line of said North Half, a distance of 2638.11 feet to the Southwest Corner of said North Half;

Thence North 00°27'49" East, along the West line of said Southeast Quarter, a distance of 1320.77 feet to the Rebar with yellow cap with LS#21081 marking the Center of said Section 21;

Thence North 00°27'53" East, along the West line of said Northeast Quarter, a distance of 632.88 feet;

Thence North 89°43'21" West, departing said West line, a distance of 1978.26 feet;

Thence North 00°16'57" East, a distance of 27.50 feet;

Thence North 00°29'13" East, a distance of 660.24 feet;

Thence North 00°16'39" East, a distance of 354.27 feet;

Thence South 89°43'21" East, a distance of 120.00 feet;

Thence North 00°16'39" East, a distance of 37.99 feet;

Thence North 44°43'21" West, a distance of 28.28 feet;

Thence North 00°16'39" East, a distance of 55.00 feet;

Thence North 45°46'07" East, a distance of 28.53 feet;

Thence South 89°43'18" East, a distance of 55.04 feet to a point on a 472.50 foot radius non-tangent curve, whose center bears South 87°17'35" East;

Thence Northerly, along said curve, through a central angle of 08°20'22", a distance of 68.77 feet;

Thence North 11°02'47" East, a distance of 93.05 feet to the beginning of a tangent curve of 527.50 foot radius, concave Westerly;

Thence Northerly, along said curve, through a central angle of 10°46'08", a distance of 99.14 feet;

Thence North 00°16'39" East, a distance of 454.98 feet;

Thence North 45°16'19" East, a distance of 28.29 feet;

Thence North 00°16'00" East, a distance of 55.00 feet;

Thence South 89°44'00" East, a distance of 335.03 feet to the beginning of a tangent curve of 1155.00 foot radius, concave Southerly;

Thence Easterly, along said curve, through a central angle of 15°25'45", a distance of 311.03 feet;

Thence South 74°18'15" East, a distance of 378.51 feet to a point on a 1245.00 foot radius non-tangent curve, whose center bears North 15°47'16" East;

Thence Easterly, along said curve, through a central angle of 15°38'59", a distance of 340.06 feet;

Thence South 89°51'43" East, a distance of 1757.81 feet to the beginning of a tangent curve of 1445.00 foot radius, concave Northerly;

Thence Easterly, along said curve, through a central angle of 15°03'52", a distance of 379.93 feet;

Thence North 75°04'25" East, a distance of 507.53 feet to the beginning of a tangent curve of 1250.00 foot radius, concave Southerly;

Thence Easterly, along said curve, through a central angle of 15°13'43", a distance of 332.24 feet to a point on the North line of said Northeast Quarter;

Thence South 89°42'19" East, along said North line, a distance of 94.62 feet to the Point of Beginning.

Containing 13,537,635 Square Feet or 310.781 Acres, more or less.



SURPRISE FOOTHILLS
STREET LIGHT IMPROVEMENT
DISTRICT

BOUNDARY

S00°26'35.00" W 2640.49

S00°26'44.00" W 1320.94

N89°42'53.00" W 2638.11

N00°27'49.00" E 1320.77

N00°27'53.22" E 632.88

N89°43'21.00" W 1978.26

N00°16'56.51" E 27.50

N00°29'13.00" E 660.24

N00°16'39.00" E 354.27

S89°43'21.00" E 120.00

N00°16'39.00" E 37.99

N44°43'21.24" W 28.28

N00°16'39.00" E 55.00

N45°46'06.68" E 28.53

S89°43'18.44" E 55.04

RB = S87°17'35.04" E

R = 472.50

A = 68.77

C = 68.71

CB = N06°52'35.98" E

D = 08°20'22.04"

T = 34.45

RB = N78°57'13.00" W

N11°02'47.00" E 93.05

RB = N78°57'13.00" W

R = 527.50

A = 99.14

C = 99.00

CB = N05°39'43.00" E

D = 10°46'08.00"

T = 49.72

RB = S89°43'21.00" E

N00°16'39.00" E 454.98

N45°16'19.00" E 28.29

N00°15'60.00" E 55.00

S89°43'60.00" E 335.03

RB = S00°16'00.00" W

R = 1155.00

A = 311.03

C = 310.09

CB = S82°01'07.50" E

D = 15°25'45.00"

T = 156.46

RB = N15°41'45.00" E

S74°18'15.00" E 378.51

RB = N15°47'16.00" E

R = 1245.00

A = 340.06

C = 339.00

CB = S82°02'13.50" E

D = 15°38'59.00"

T = 171.09

RB = S00°08'17.00" W

S89°51'43.00" E 1757.81

RB = N00°08'17.00" E

R = 1445.00

A = 379.93

C = 378.83

CB = N82°36'21.00" E

D = 15°03'52.00"

T = 191.06

RB = S14°55'35.00" E

N75°04'25.00" E 507.53

RB = S14°55'35.00" E

R = 1250.00

A = 332.24

C = 331.26

CB = N82°41'16.50" E
D = 15°13'43.00"
T = 167.10
RB = N00°18'08.00" E

S89°42'18.70" E 94.62
to

Area = 13537635 310.781 AC

Closing course: 330°21'53.90" 0.009142

Misclosure: 1/1,000,000+

North Error: 0.007946
East Error: 0.004520

T = 167.10
RB = N00°18'08.00" E

S89°42'18.70" E 94.62
to

Area = 13483232 309.532 AC

Closing course: 346°13'56.22" 0.008319

Misclosure: 1/1,000,000+

North Error: 0.008080
East Error: 0.001980

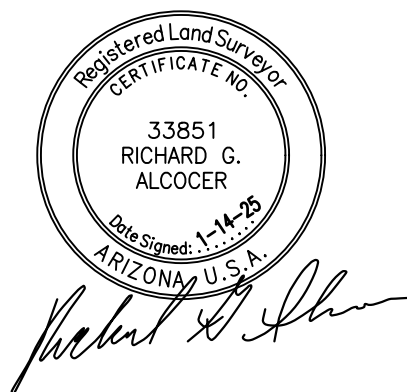
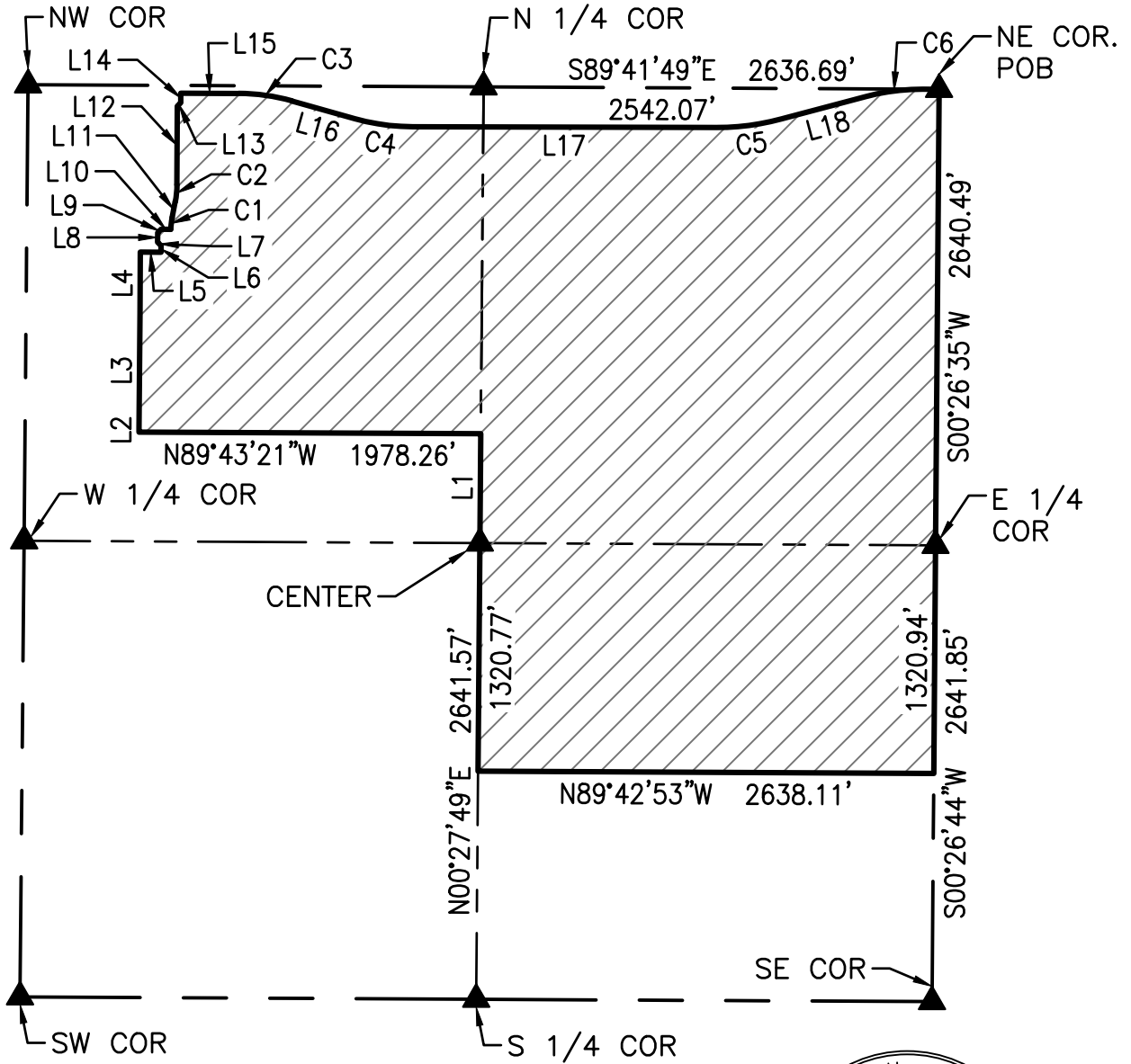


EXHIBIT B

Map

"EXHIBIT B"



SECTION 21
TOWNSHIP 4 NORTH
RANGE 3 WEST



Richard G. Alcocer

SCALE 1" = 1000'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

SURPRISE FOOTHILLS

STREET LIGHT IMPROVEMENT DISTRICT



1 OF 3

"EXHIBIT B"

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	68.77'	472.50'	008°20'22"	34.45	68.71	N06°52'36"E
C2	99.14'	527.50'	010°46'08"	49.72	99.00	N05°39'43"E
C3	311.03'	1155.00'	015°25'45"	156.46	310.09	S82°01'08"E
C4	340.06'	1245.00'	015°38'59"	171.09	339.00	S82°02'13"E
C5	379.93'	1445.00'	015°03'52"	191.06	378.83	N82°36'21"E
C6	332.24'	1250.00'	015°13'43"	167.10	331.26	N82°41'17"E



Richard G. Alcocer

NO SCALE

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

SURPRISE FOOTHILLS

STREET LIGHT IMPROVEMENT DISTRICT



2 OF 3

"EXHIBIT B"

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°27'53"E	632.88'
L2	N00°16'57"E	27.50'
L3	N00°29'13"E	660.24'
L4	N00°16'39"E	354.27'
L5	S89°43'21"E	120.00'
L6	N00°16'39"E	37.99'
L7	N44°43'21"W	28.28'
L8	N00°16'39"E	55.00'
L9	N45°46'07"E	28.53'
L10	S89°43'18"E	55.04'
L11	N11°02'47"E	93.05'
L12	N00°16'39"E	454.98'
L13	N45°16'19"E	28.29'

LINE TABLE		
NO.	BEARING	LENGTH
L14	N00°16'00"E	55.00'
L15	S89°44'00"E	335.03'
L16	S74°18'15"E	378.51'
L17	S89°51'43"E	1757.81'
L18	N75°04'25"E	507.53'



Richard G. Alcocer

NO SCALE	SURPRISE FOOTHILLS	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	STREET LIGHT IMPROVEMENT DISTRICT	3 OF 3

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.

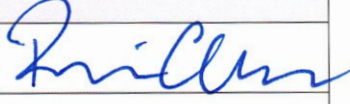
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to form the District and to fulfill the purposes for which the District is organized, as the Mayor and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

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

SU-SURPRISEFOOTHILLS219

(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
Brian Clauson		503-82-003A 503-82-003B 503-82-004Q 503-82-004R 503-83-985 503-82-004J	



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

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

DESCRIPTION

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

TIME PERIOD

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

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if applicable)

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

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



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

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

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

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

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

NOTES:

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

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

IV. ANCHOR BASE

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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



SERVICE DETAILS

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

SURPRISE FOOTHILLS
239TH 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:

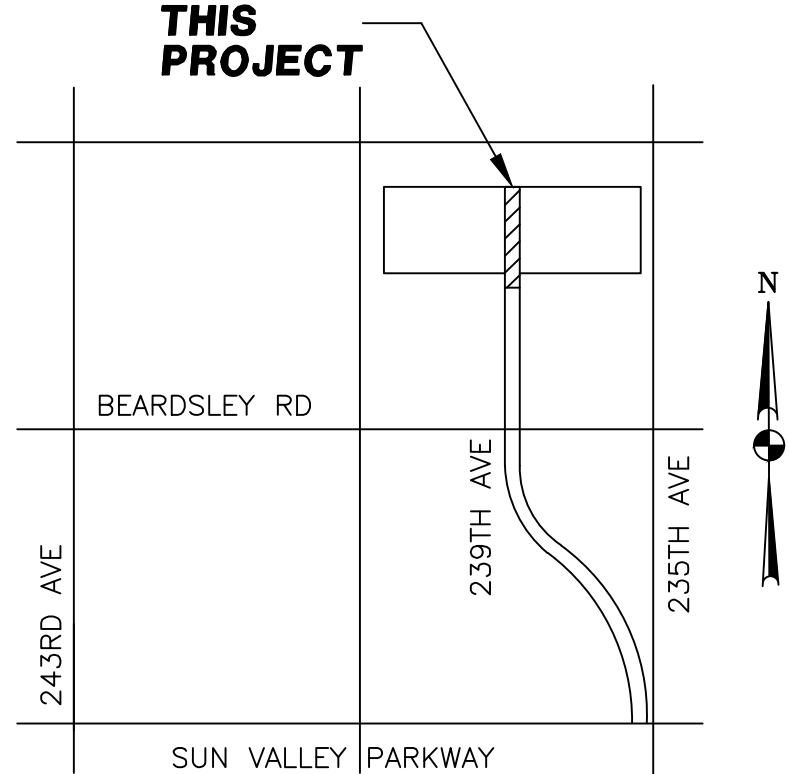
- ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS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

NOTE

- 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

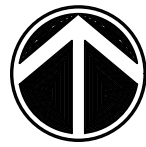
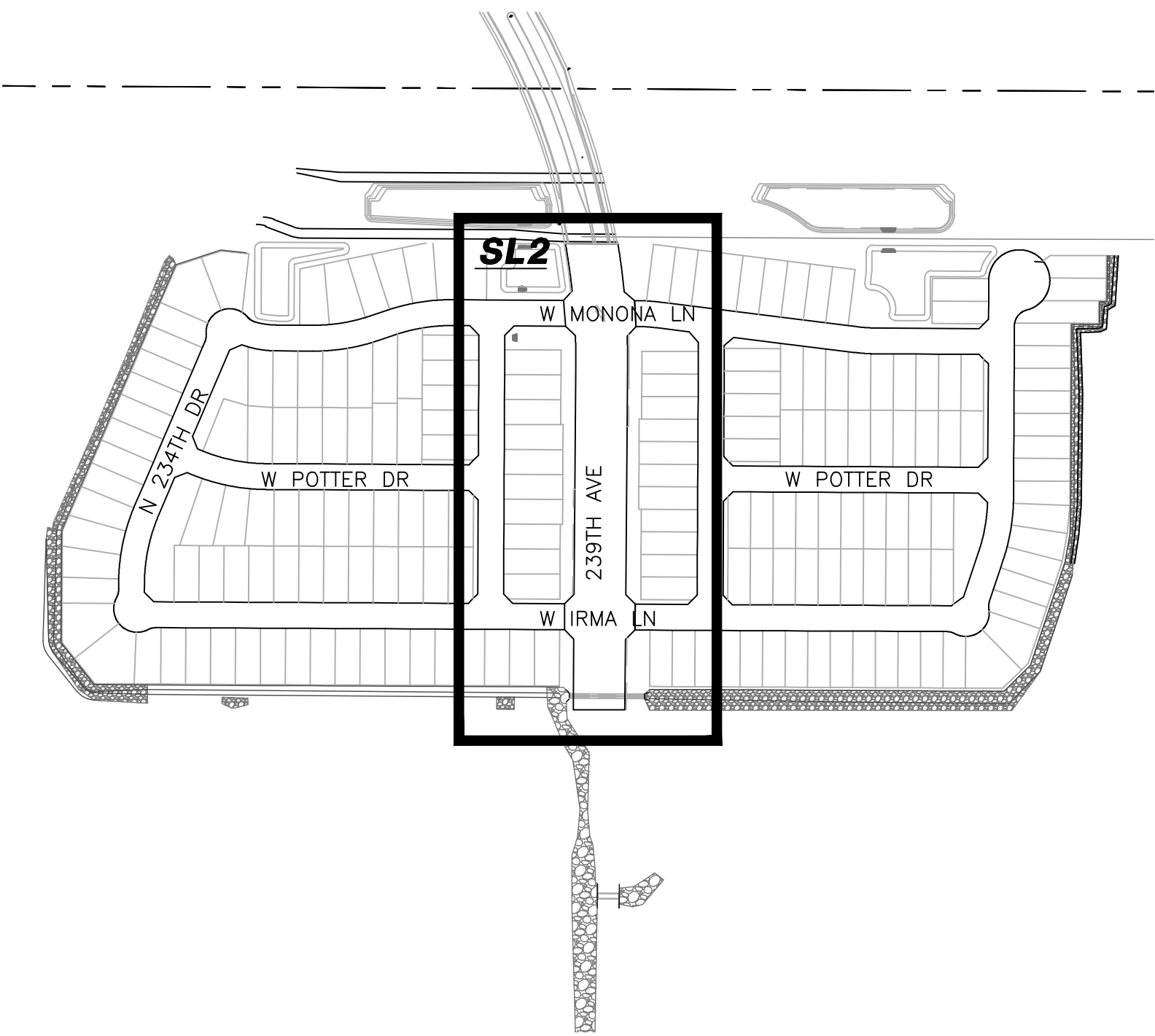
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.



VICINITY MAP
N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN & DETAILS	SL2



KEY MAP
N.T.S.

STREET LIGHTING (APS AREA)														
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						
					POLE HEIGHT	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE	STYLE
①		ARTERIAL	PER PLANS	10	38'-0"	DIRECT BURY	8'x8'	39'-6"	10,500	87 W	TYPE 3	PER APS	LED	ARCHITECTURAL DARK BRONZE

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	1/19/2024
CENTURY LINK	1/19/2024
COX COMMUNICATIONS	1/19/2024
SOUTHWEST GAS	1/19/2024
CITY OF SURPRISE	1/19/2024

CIVIL ENGINEER
CIVL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 285-4753
CONTACT: MATT OLSEN
EMAIL: MOLSEN@CVLCI.COM

OWNER
LENNAR HOMES
1665 W. ALAMEDA DR., STE.130
TEMPE, ARIZONA 85282-3000
PHONE: (480) 316-4920
CONTACT: TYLER SHUTE
EMAIL: TYLER.SHUTE@LENNAR.COM



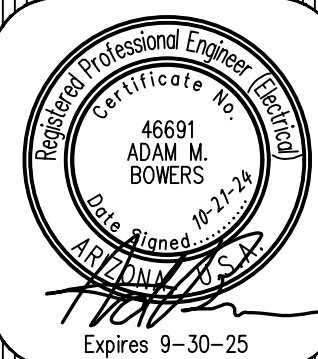
WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING DIVISION
165 EAST CHILTON DRIVE, CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us

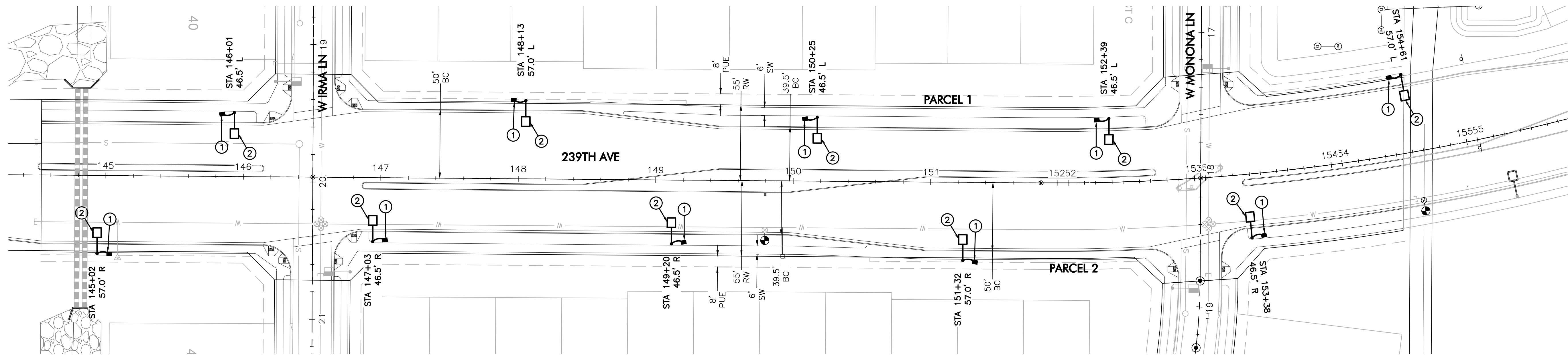
PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
239TH AVE
STREET LIGHT COVER SHEET

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL1
OF 5



CONSTRUCTION NOTES

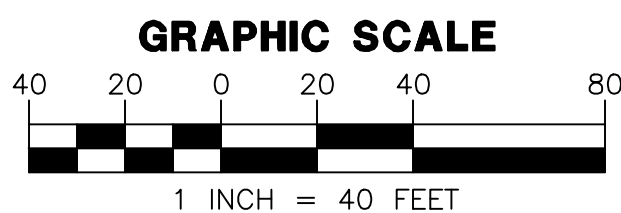
- ① INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND CONDUIT FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- ② 87W LED (10,000 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38'-0" DIRECT BURIED POLE, 8' X 8' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL2). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- | | |
|---|--|
|  | 10,500 LUMEN LED STREET LIGHT, SQUARE POLE |
|  | PROPOSED STREETLIGHT ON ADJACENT PLAN SET |
|  | PROPOSED STREETLIGHT ON ADJACENT PLAN SET |
|  | PULL BOX |
|  | NEW CONDUIT RUN |
|  | FIRE HYDRANT |

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	ERLC005A053ADKBZGLRV1013 DIALED TO 7**
RL41		00141048	36	120/208/240/277	4,900	ERLC005A053ADKBZGLRV1013
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

** FOR EACH NEW 3,800 AND 7,600 LUMEN
FIXTURE, THE CONTRACTOR SHALL ADJUST THE
FIELD ADJUSTABLE MODULE TO POSITION 7 INSIDE
THE LUMINAIRE, AND THEN APPLY APPROPRIATE
STICKER LABEL TO OUTSIDE OF LUMINAIRE.



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) 762-1100

LUMINAIRE HEIGHT ABOVE GROUND

POLE LENGTH

BURY DEPTH

NOTE 2

NOTE 3

24" MIN. TO TOP OF CONDUIT

TABLE 2

POLE CODE	POLE LENGTH	BURY DEPTH	LUMINAIRE HEIGHT ABOVE GROUND			
			1FT ARM	2FT ARM	4FT ARM	8FT ARM
1940.20	20'-0"	5'-0"	15'-0"	15'-0"	15'-0"	---
1940.30	30'-6"	5'-0"	25'-0"	25'-0"	25'-0"	33'-0"
1940.34	34'-0"	6'-0"	28'-0"	28'-0"	28'-0"	36'-0"
1940.38	38'-0"	6'-6"	31'-6"	31'-6"	31'-6"	39'-6"

* SEE NOTE 5

NOTES:	LIGHT CODE	APPN	WATTS	H	TABLE 1			
					TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
1. ADJUST POLE EYE TO FACE NORTH.	AH10	0099451	100			120/208/240/277	9,300	
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.	AH17	0099451	150	210	HRS	120/208/240/277	16,000	
	AH18	0096452	250			120/208/240/277	30,000	
	AH19	0099594	400			120/208/240/277	50,000	
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INQUIRY, IS REQUIRED ON ALL PUSK-TO-DOWN AND AREA LIGHTING APPLICATIONS.	RM40	0126567	55	500		120/208/240/277	3,400	
	RM41	0126567	100			120/208/240/277	8,400	
	RM42	0132846	160		IND	120/208/240/277	10,200	
	RM43	0132850	250			120/208/240/277	13,000	
4. DOLTS THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE 4-BOX TO EACH LUMINAIRE.	RL40	0121153	200			120/208/240/277	15,250	
	RL41	0116527	250			120/208/240/277	22,500	
	RL40	0141047	32			120/208/240/277	3,800	
	RL41	0141048	48	300	S	120/208/240/277	4,900	
5. USING THE 20"-0" POLE TO MATCH THE 16"-0" PEDESTAL LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".	RL42	0141049	68			120/208/240/277	8,200	
	RL43	0141050	108			120/208/240/277	11,000	
	RL44	0141051	168			120/208/240/277	16,000	
	RL50	0128251	45			120/208/240/277	4,300	
	RL52	0128260	60			120/208/240/277	5,400	
6. THE BROWN POLE CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.	RL53	0128265	95	400	S	120/208/240/277	8,000	
	RL54	0128268	115			120/208/240/277	10,000	
	RL56	0128365	257			120/208/240/277	19,200	
7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MORTART TAG ON CABLE IN 4-BOX, TAG PROVIDED BY SPEC 8129	AL50	0131722	55			120/208/240/277	7,100	
	AL56	0129911	125			120/208/240/277	8,300	
	AL56	0131723	119	400	LED	120/208/240/277	9,900	
	AL61	0116585	1198*		M	120/208/240/277	12,900	
8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE ALSO FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.	AL62	0126226	119*			120/208/240/277	12,900	
	AL65	0127452	144			120/208/240/277	13,500	
	AS20	3306072	75			120/240	8,600	
	AS21	3306074	90	1700	LPS	120/240	13,000	
	AS22	3306076	135			120/240	22,500	
9. THE TWO ARMED TERN BRACKET POSITIONS THE DOUBLE ARM 180 DEGREE ARAP.	AS23	3306078	180			120/240	33,000	

		MATERIAL LIST									
CODE	8003.01	8003.02	8003.04	8003.08	8003.01	8003.04	8003.08	8003.10	8003.12	DESCRIPTION	APN
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY		
2	1	1	1	1	1	1	1	1	1	BRACKET ARCH STPL BOLTED	00092251
2	1	1	1	1	1	1	1	1	1	CAP STL 50-P-5.5" ARM	00100306
2	1	1	1	1	1	1	1	1	1	COST ARM STL 50-X 1 T SGL	00100307
2	1	1	1	1	1	1	1	1	1	CONTROL PHOTO MALL BR-20	00073241
6	1	1	1	1	1	1	1	1	1	LUMINAIRE - SEE TABLE I	
6	1	1	1	1	1	1	1	1	1	MAST ARM STL 50-X 1 T SGL	00121514
6	1	1	1	1	1	1	1	1	1	MOST ARM STL 50-X 1 T SGL	00088370
8	1	1	1	1	1	1	1	1	1	- MAST ARM STL 50-X 2 C TPL	33701171
8	1	1	1	1	1	1	1	1	1	MAST ARM STL 50-X 2 QUAD	00052665
9	1	1	1	1	1	1	1	1	1	MAST ARM STL 50-X 2 TPL	33701116
11	1	1	1	1	1	1	1	1	1	MAST ARM STL 50-X 2 TPL	00052664
12	1	1	1	1	1	1	1	1	1	MAST ARM STL 50-X 2 TPL	00012687
13	1	1	1	1	1	1	1	1	1	MAST ARM STL 50-X 2 TPL	00061738
14	1	1	1	1	1	1	1	1	1	MAST ARM STL 50-X 6 P SGL	33701120
15	1	1	1	1	1	1	1	1	1	MAST ARM STL 8-T BOLT-ON	00082252
15	1	1	1	1	1	1	1	1	1	SINGLE END WALKWAY	00050192

aps ARIZONA PUBLIC SERVICE COMPANY
T&D CONSTRUCTION STANDARDS

BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12

ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY	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**

SH 2 OF 2
8030

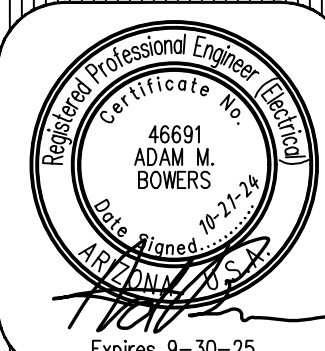
WRIGHT
engineering corporation

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
SURPRISE FOOTHILLS
239TH AVE

STREET LIGHT PLAN

[illegible]

DRAWING NO:
SL2
OF 5

SURPRISE FOOTHILLS

PARCEL 1

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.

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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.

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WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

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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.

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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.

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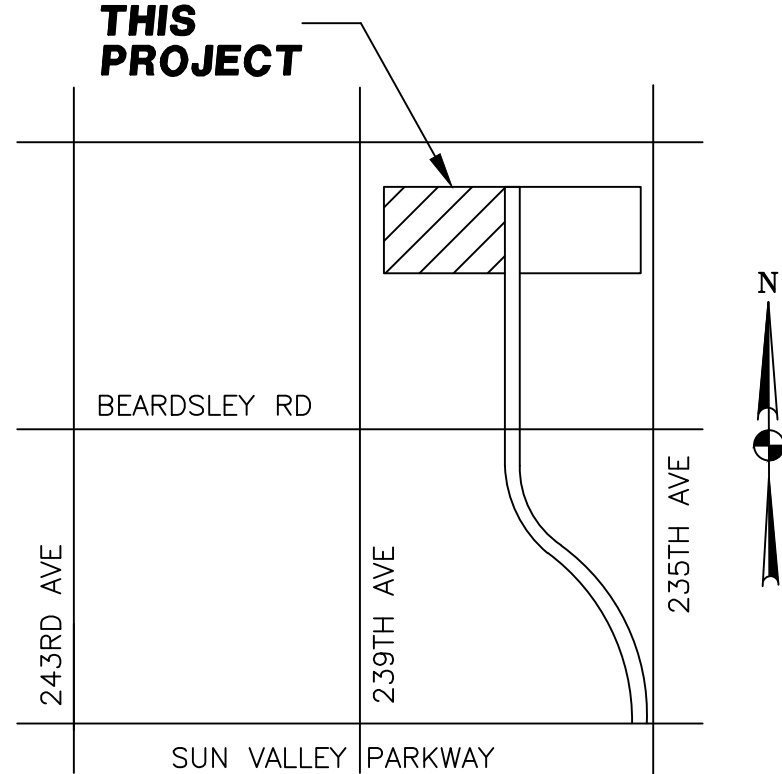
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- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE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

NOTE

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

LED NOTE

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

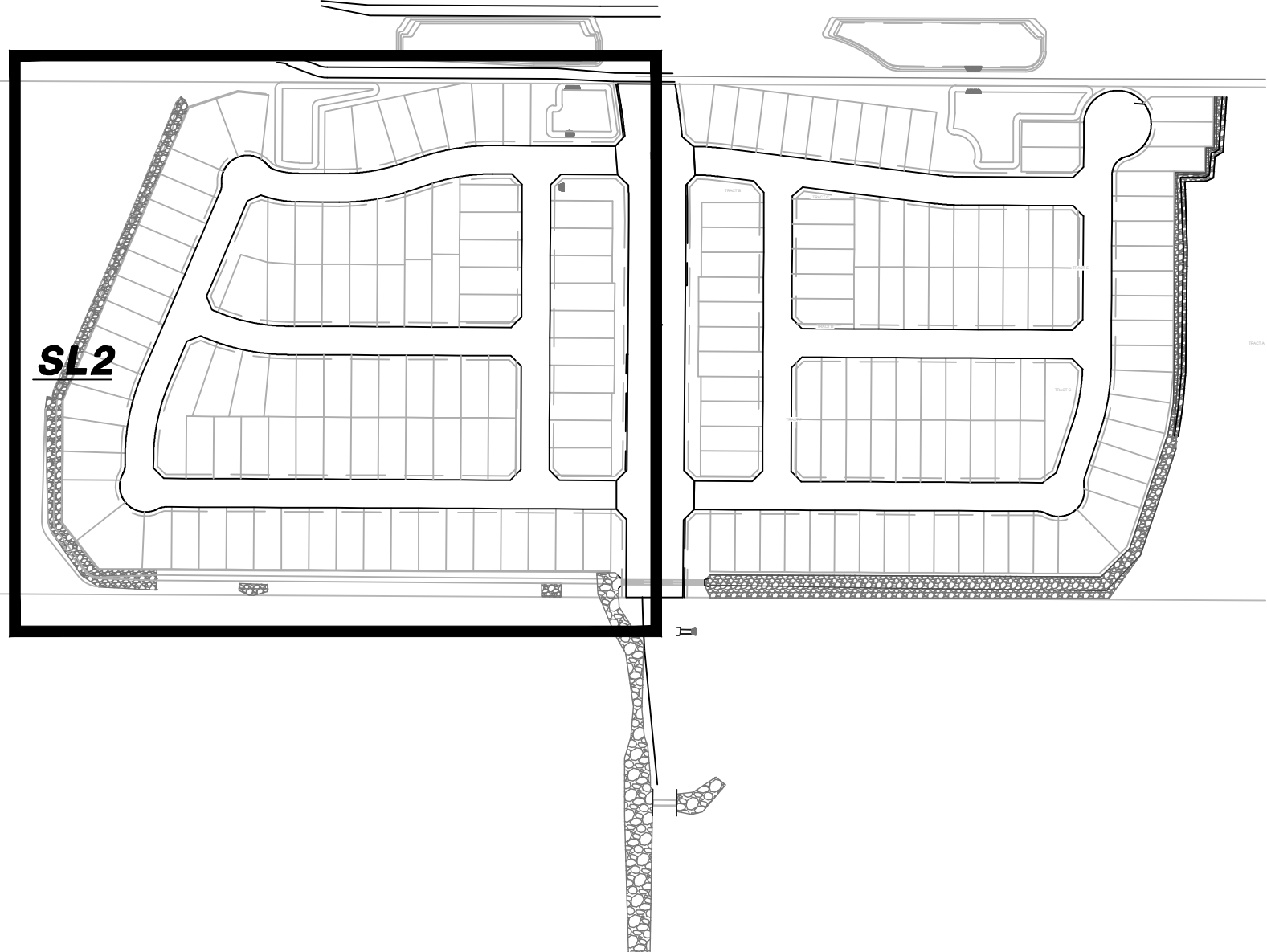


VICINITY MAP

N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS	SL3



KEY MAP

N.T.S.

STREET LIGHTING (APS AREA)													
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE					
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	STYLE
①		LOCAL	PER PLANS	21	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,900	36 W	TYPE 2	PER APS	LED ARCHITECTURAL DARK BRONZE

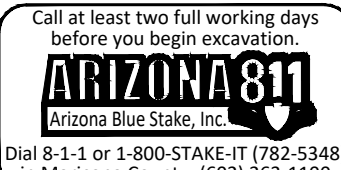
POWER CONDUIT NOTE

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

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	1/16/2024
CENTURY LINK	1/16/2024
COX COMMUNICATIONS	1/16/2024
SOUTHWEST GAS	1/16/2024
CITY OF SURPRISE	1/16/2024

CIVIL ENGINEER
CVL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 285-4753
CONTACT: MATT OLSEN
EMAIL: MOLSSEN@CVLCI.COM

OWNER
LENNAR HOMES
1665 W. ALAMEDA DR., STE.130
TEMPE, ARIZONA 85282-3000
PHONE: (480) 316-4920
CONTACT: TYLER SHUTE
EMAIL: TYLER.SHUTE@LENNAR.COM



CITY OF SURPRISE ENGINEER

DATE

WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

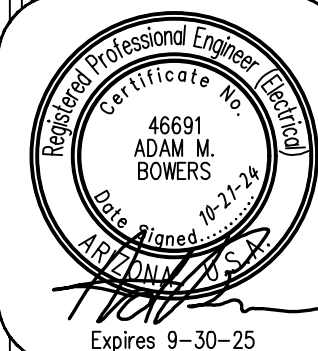
WRIGHT engineering corporation
ELECTRICAL ENGINEERING DIVISION
165 EAST CHILTON DRIVE, CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
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PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 1

STREET LIGHT COVER SHEET

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:

SL1
OF 5

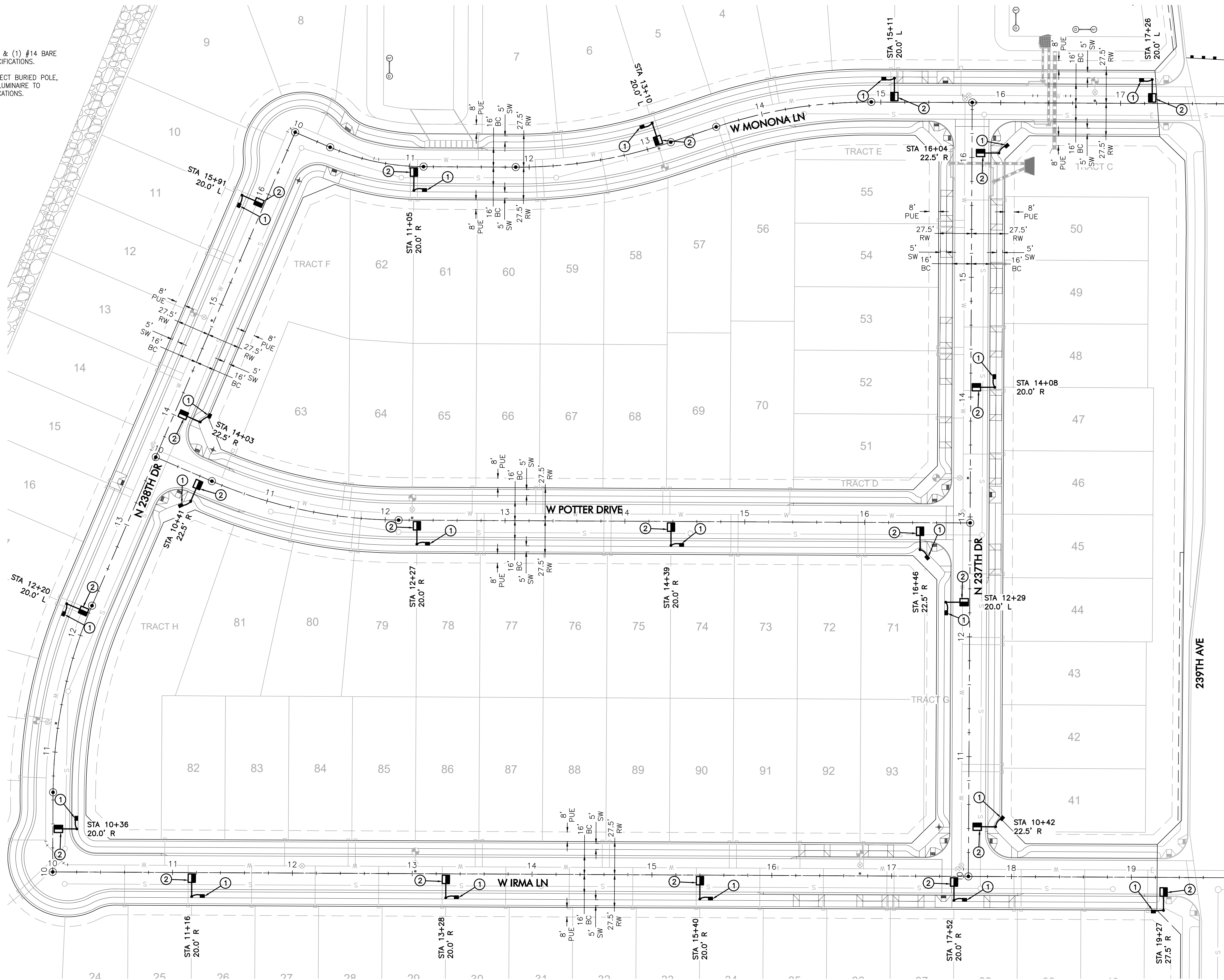
THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.
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CONSTRUCTION NOTES

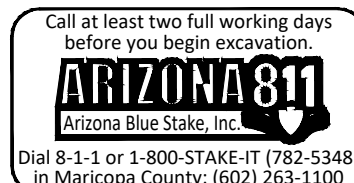
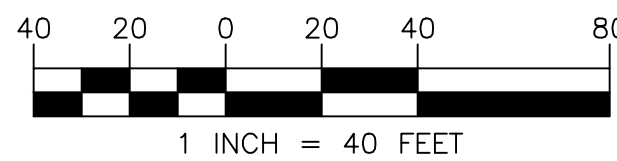
1. INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
2. 36W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

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



GRAPHIC SCALE



WRIGHT ENGINEERING
PROJECT NO:
23472

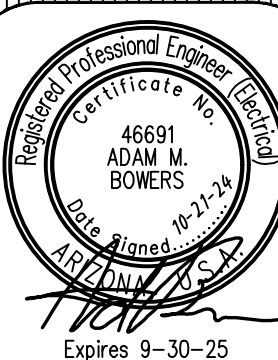
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STREET LIGHT PLAN

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



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OF 5



** FOR EACH NEW 3,800 AND 7,600 LUMEN
FIXTURE, THE CONTRACTOR SHALL ADJUST THE
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THE LUMINAIRE, AND THEN APPLY APPROPRIATE
STICKER LABEL TO OUTSIDE OF LUMINAIRE.

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SURPRISE FOOTHILLS

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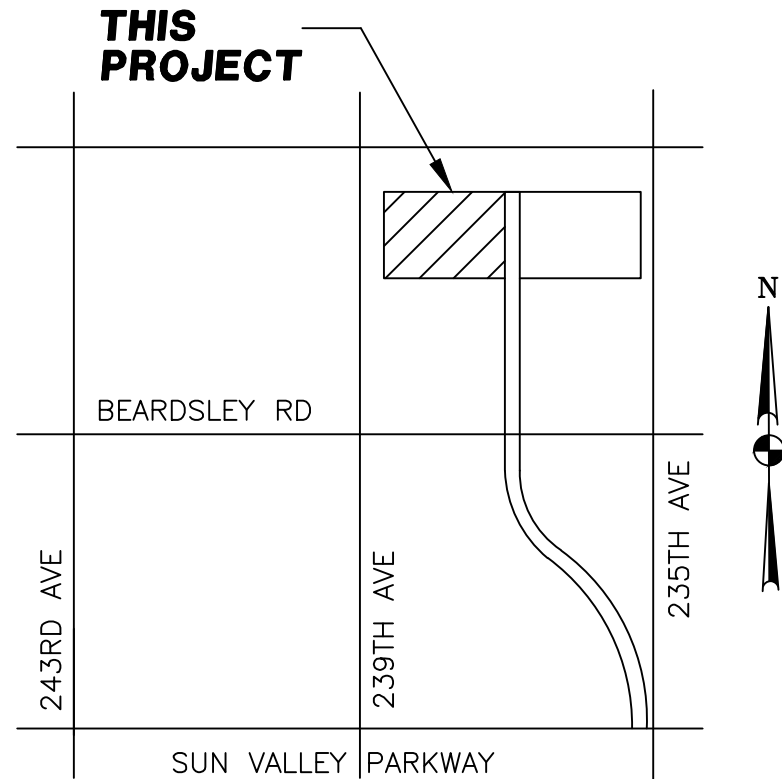
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NOTE

- 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

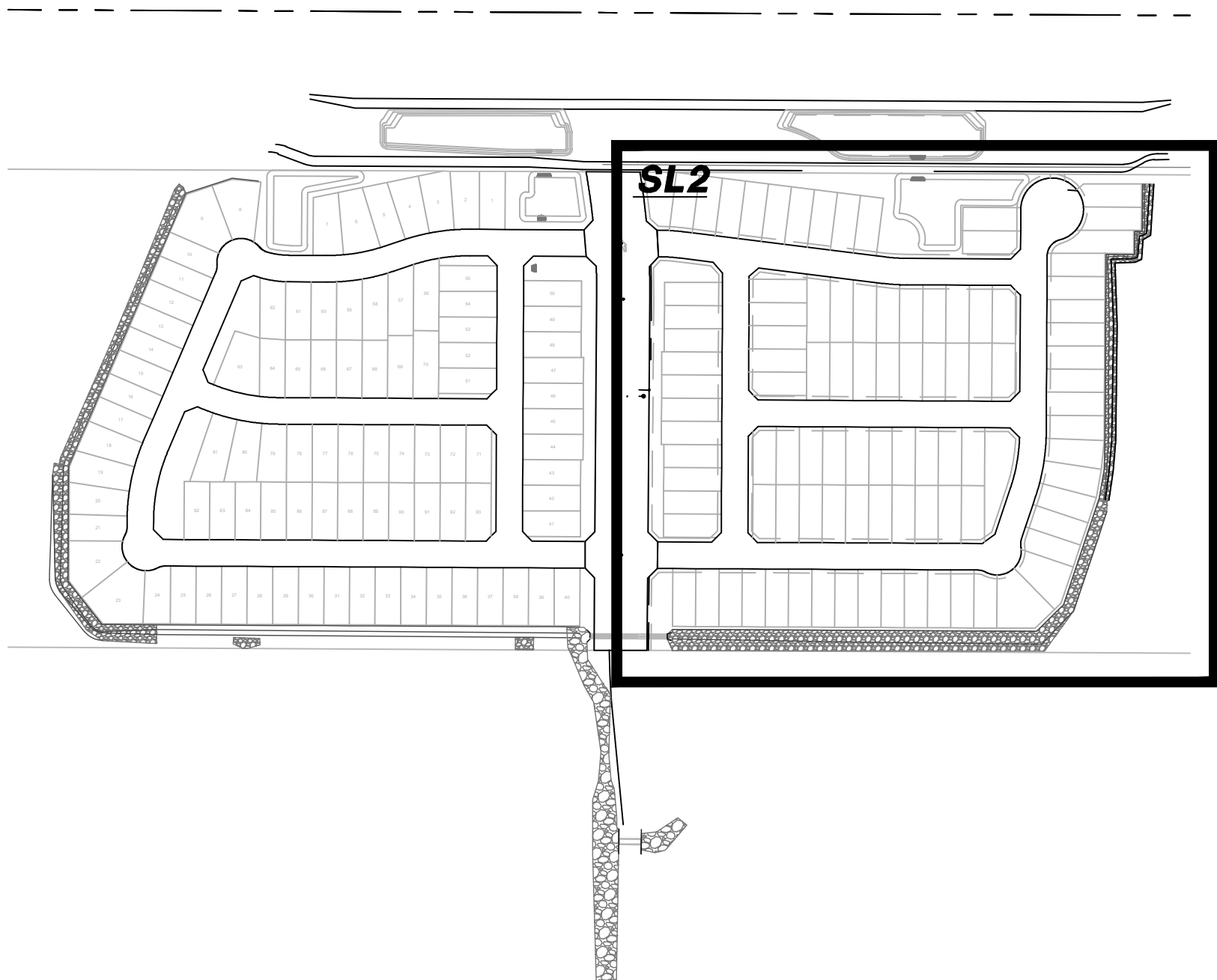
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VICINITY MAP
N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS	SL3



KEY MAP
N.T.S.

STREET LIGHTING (APS AREA)													
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE					
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	STYLE
①		LOCAL	PER PLANS	20	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,900	36 W	TYPE 2	PER APS	LED ARCHITECTURAL DARK BRONZE

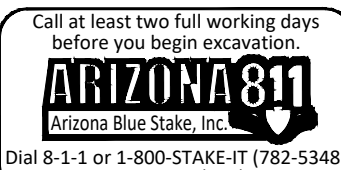
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UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	1/16/2024
CENTURY LINK	1/16/2024
COX COMMUNICATIONS	1/16/2024
SOUTHWEST GAS	1/16/2024
CITY OF SURPRISE	1/16/2024

CIVIL ENGINEER
CVL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 285-4753
CONTACT: MATT OLSEN
EMAIL: MOLSSEN@CVLCI.COM

OWNER
LENNAR HOMES
1665 W. ALAMEDA DR., STE.130
TEMPE, ARIZONA 85282-3000
PHONE: (480) 316-4920
CONTACT: TYLER SHUTE
EMAIL: TYLER.SHUTE@LENNAR.COM



CITY OF SURPRISE ENGINEER

DATE

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.

WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING DIVISION
165 EAST CHILTON DRIVE, CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

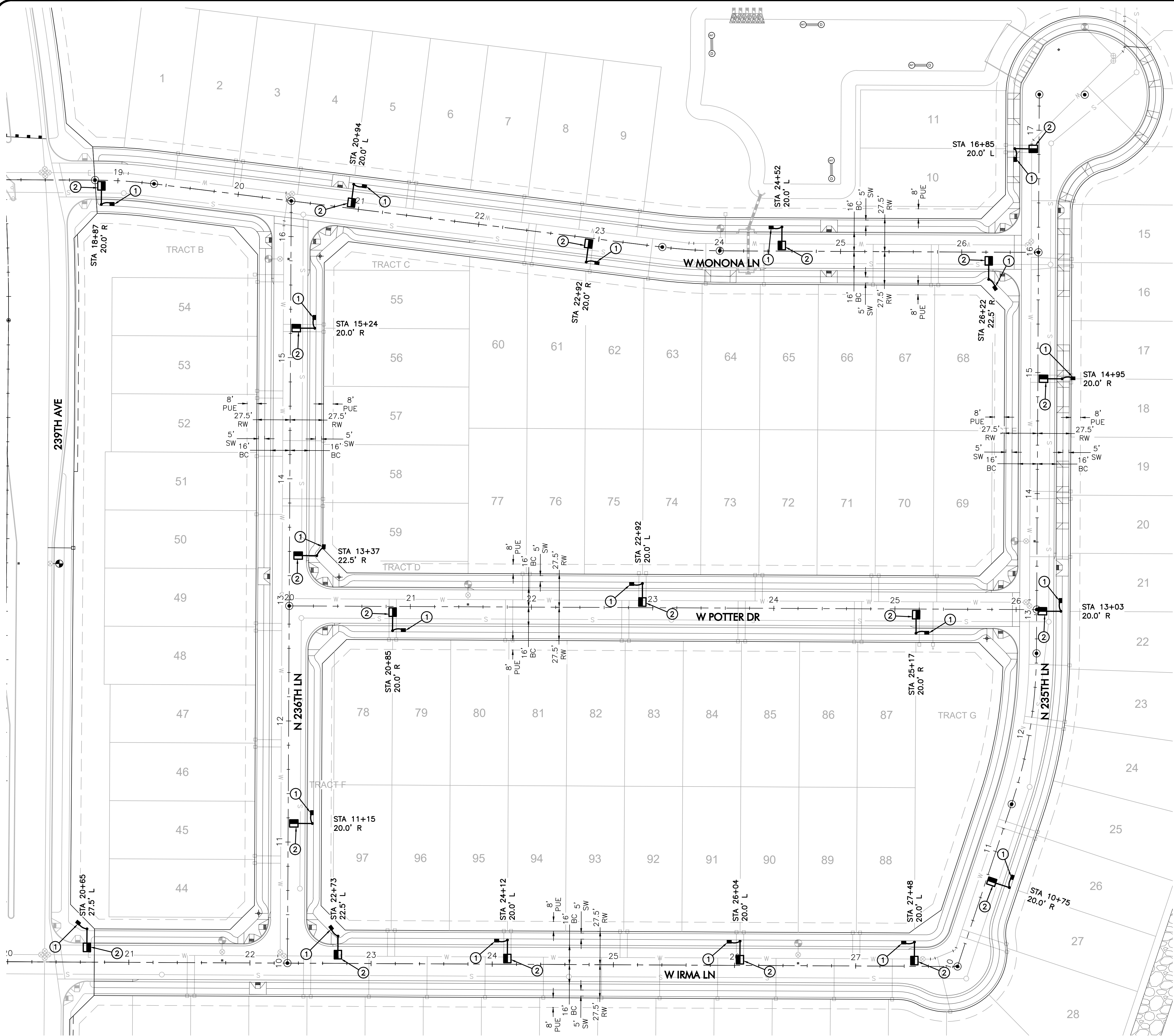
SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 2
STREET LIGHT COVER SHEET

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL1
OF 5

THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.
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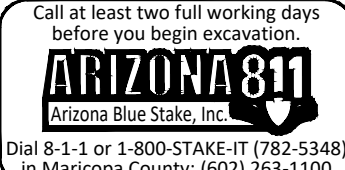
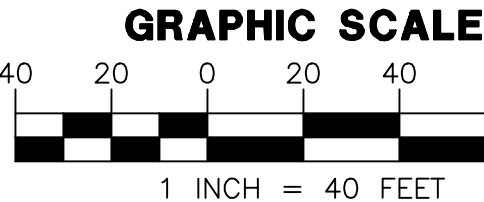


LEGEND

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

CONSTRUCTION NOTES

- INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- 36W 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.



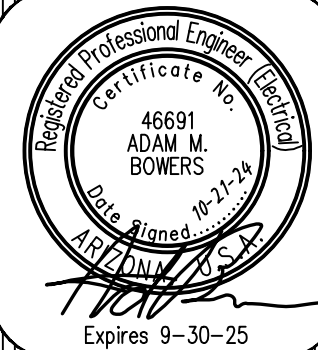
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PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 2
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL2
OF 5



SURPRISE FOOTHILLS
DEER VALLEY 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:

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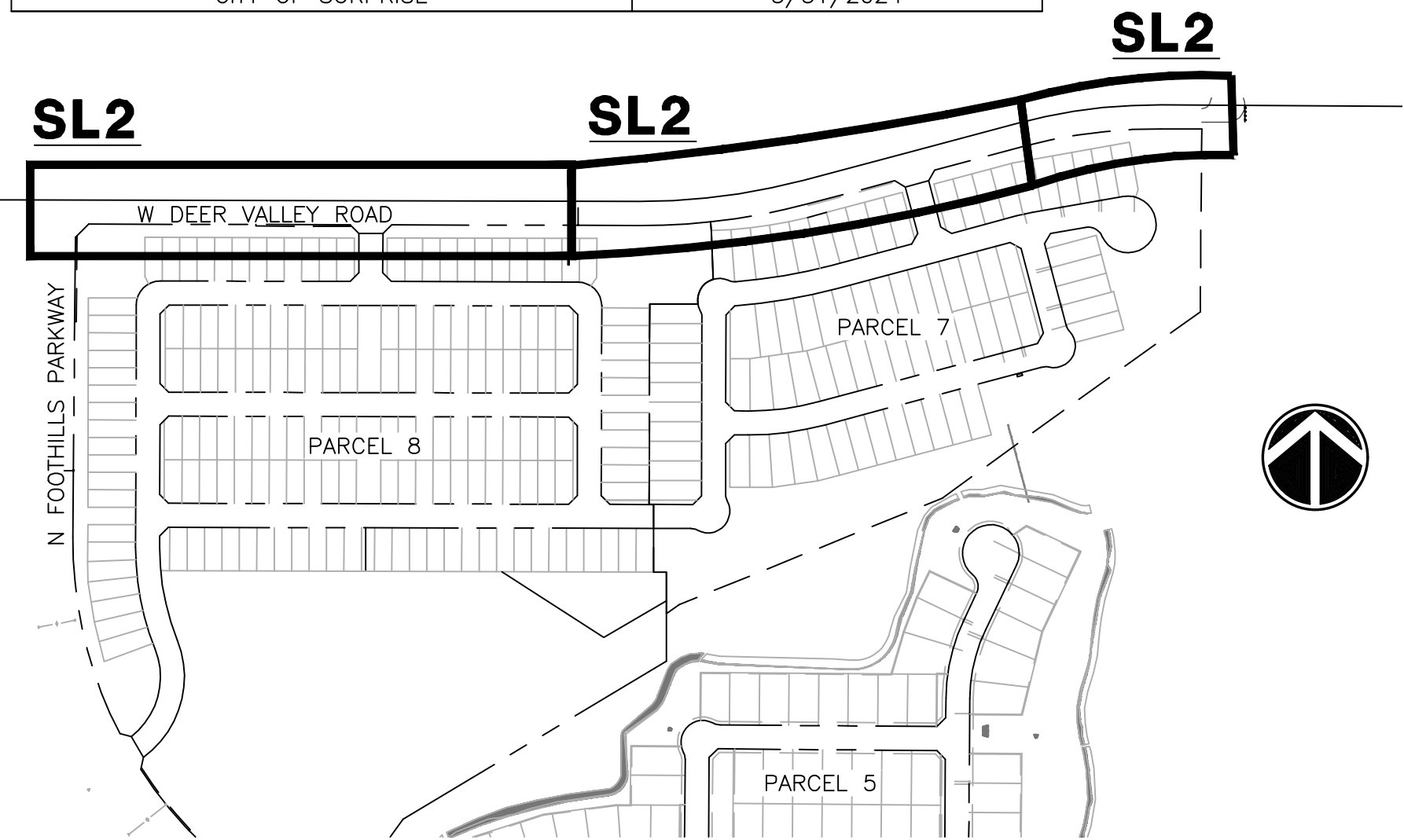
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CITY OF SURPRISE APPROVAL

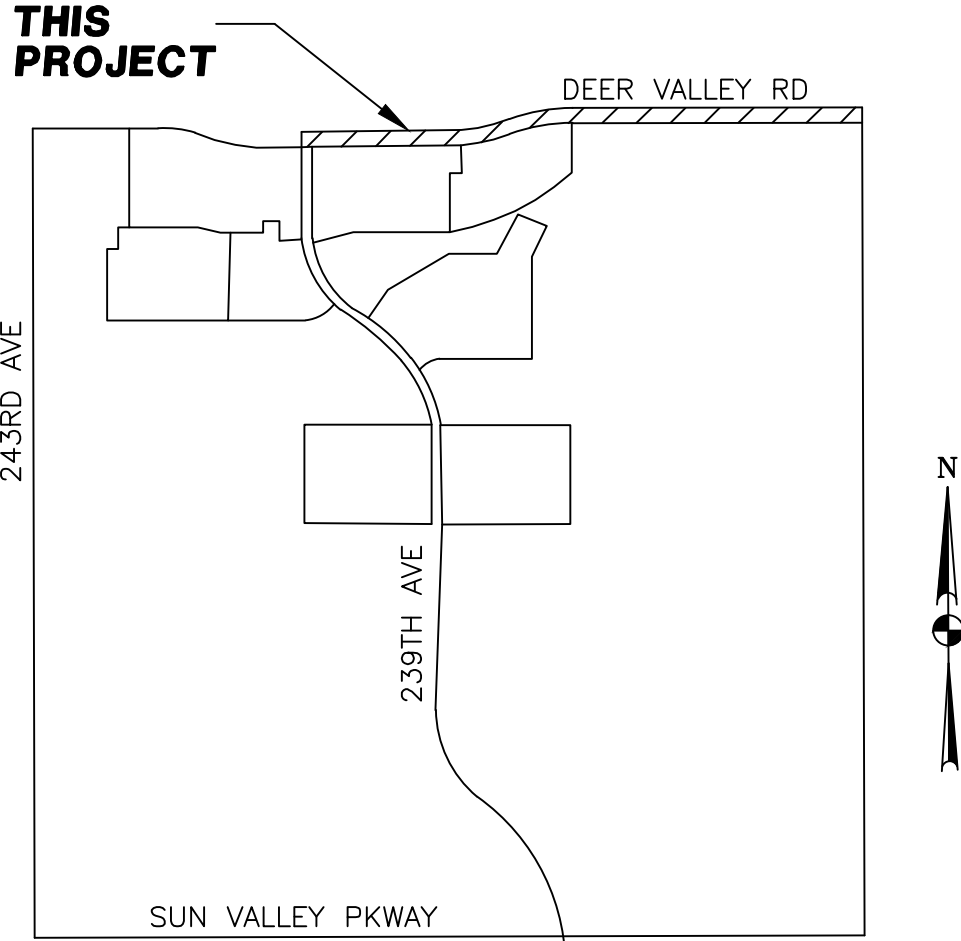
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CITY OF SURPRISE ENGINEER DATE

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	5/31/2024
CENTURY LINK	5/31/2024
COX COMMUNICATIONS	5/31/2024
SOUTHWEST GAS	5/31/2024
CITY OF SURPRISE	5/31/2024



STREET LIGHTING (APS AREA)													
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①	□	ARTERIAL	PER PLANS	13	38'-0"	DIRECT BURY	8'x8'	39'-6"	10,500	87 W	TYPE 3	PER APS	ARCHITECTURAL DARK BRONZE



VICINITY MAP

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS	SL3

OWNER
LENNAR HOMES
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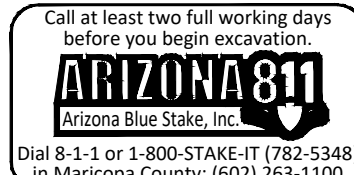
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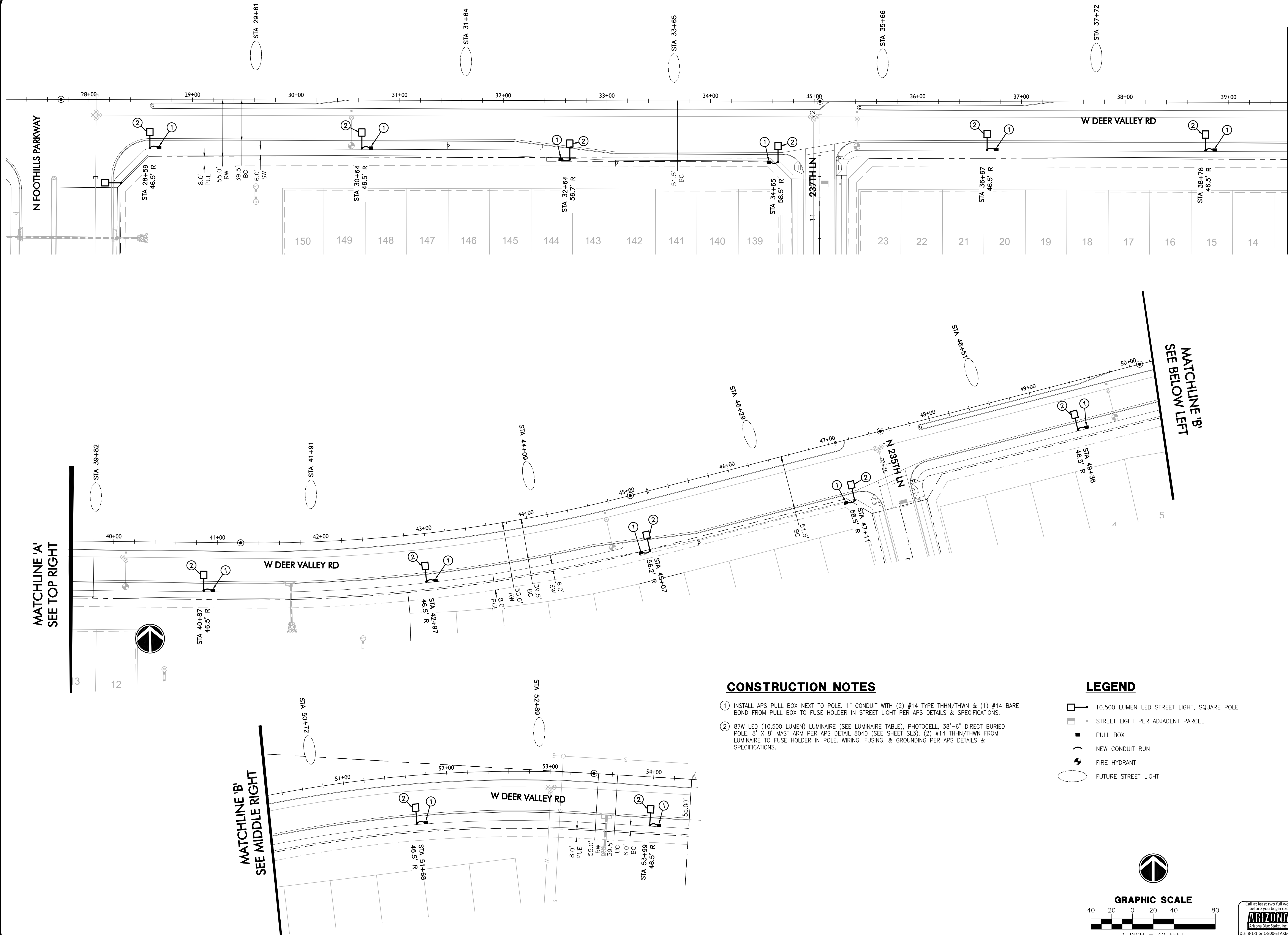
SURPRISE, ARIZONA
SURPRISE FOOTHILLS
DEER VALLEY ROAD
STREET LIGHT COVER SHEET

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL1
OF 3



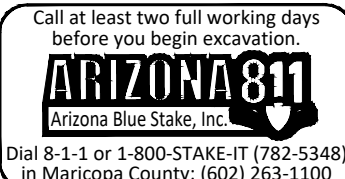
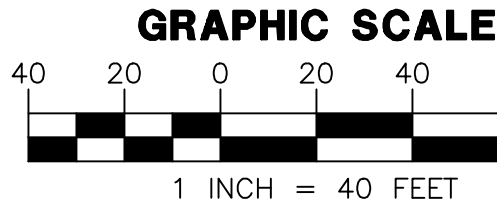


CONSTRUCTION NOTES

- 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 87W LED (10,500 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCCELL, 38"-6" DIRECT BURIED POLE, 8' X 8' MAST ARM PER APS DETAIL 8040 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 10,500 LUMEN LED STREET LIGHT, SQUARE POLE
- STREET LIGHT PER ADJACENT PARCEL
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT
- FUTURE STREET LIGHT



MATCHLINE 'A'
SEE MIDDLE LEFT

MATCHLINE 'B'
SEE BELOW LEFT

MATCHLINE 'A'
SEE TOP RIGHT

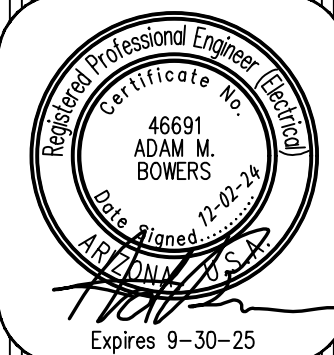
WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING DESIGN
165 EAST CHILTON DRIVE, CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
DEER VALLEY ROAD
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL2
OF 3



** FOR EACH NEW 3,800 AND 7,600 LUMEN
FIXTURE, THE CONTRACTOR SHALL ADJUST THE
FIELD ADJUSTABLE MODULE TO POSITION 7 INSIDE
THE LUMINAIRE, AND THEN APPLY APPROPRIATE
STICKER LABEL TO OUTSIDE OF LUMINAIRE.

SURPRISE FOOTHILLS

FOOTHILLS PARKWAY

STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

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

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

5.01 GENERAL:

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

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

5.02 WORKING / "AS BUILT" PLANS:

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

5.03 LIGHT POLES:

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

5.04 EMBEDMENT:

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

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

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

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

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

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

5.08 PULL BOXES:

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

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

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

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

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

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

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

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

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

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

GENERAL ENGINEERING NOTES:

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

CITY OF SURPRISE APPROVAL

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

CITY OF SURPRISE ENGINEER

DATE

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	5/31/2024
CENTURY LINK	5/31/2024
COX COMMUNICATIONS	5/31/2024
SOUTHWEST GAS	5/31/2024
CITY OF SURPRISE	5/31/2024

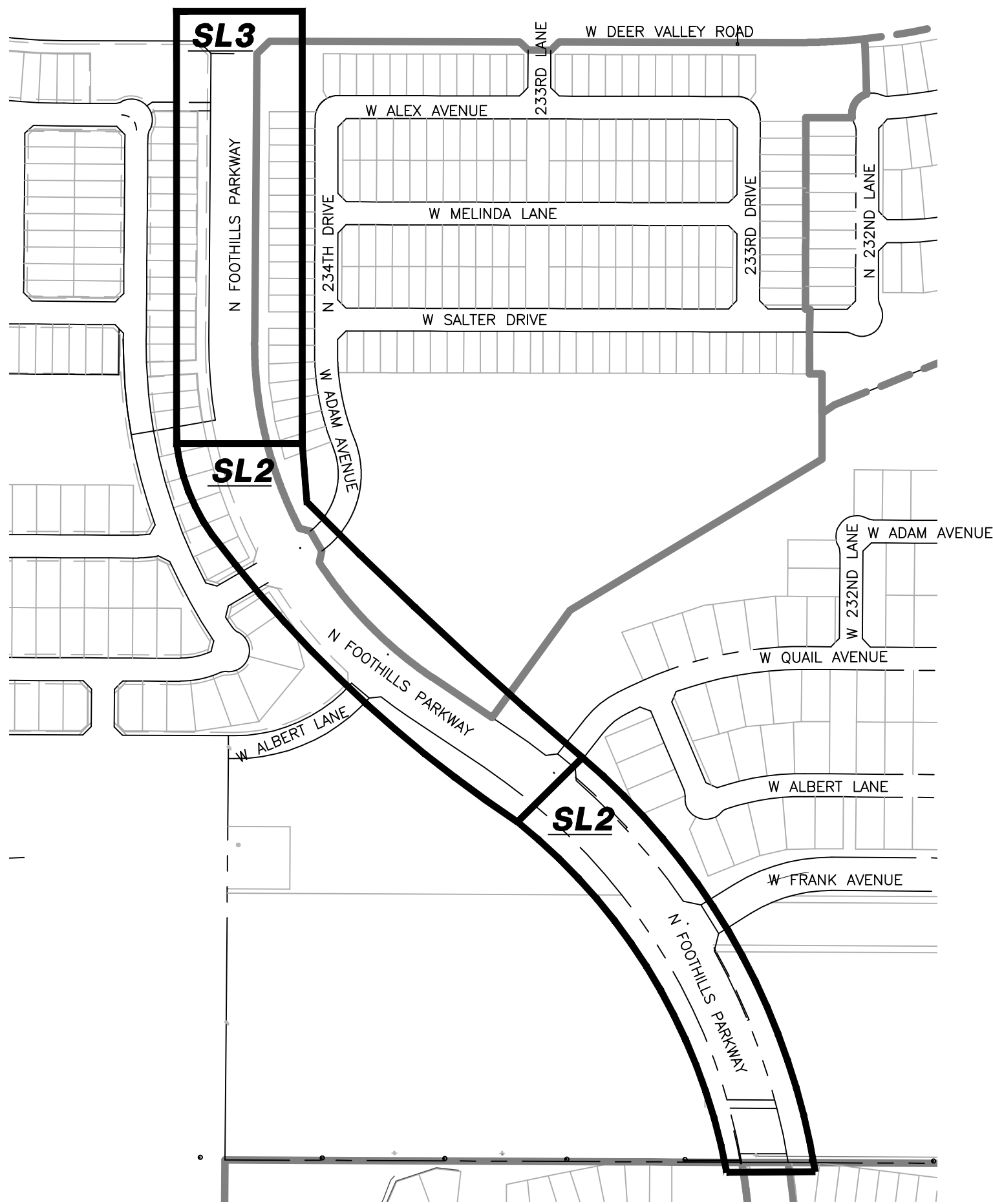
STREET LIGHTING (APS AREA)														
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						
					POLE HEIGHT	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE	STYLE
①		ARTERIAL	PER PLANS	31	38'-0"	DIRECT BURY	8'x8'	39'-6"	10,500	87 W	TYPE 3	PER APS	LED	ARCHITECTURAL DARK BRONZE

NOTE

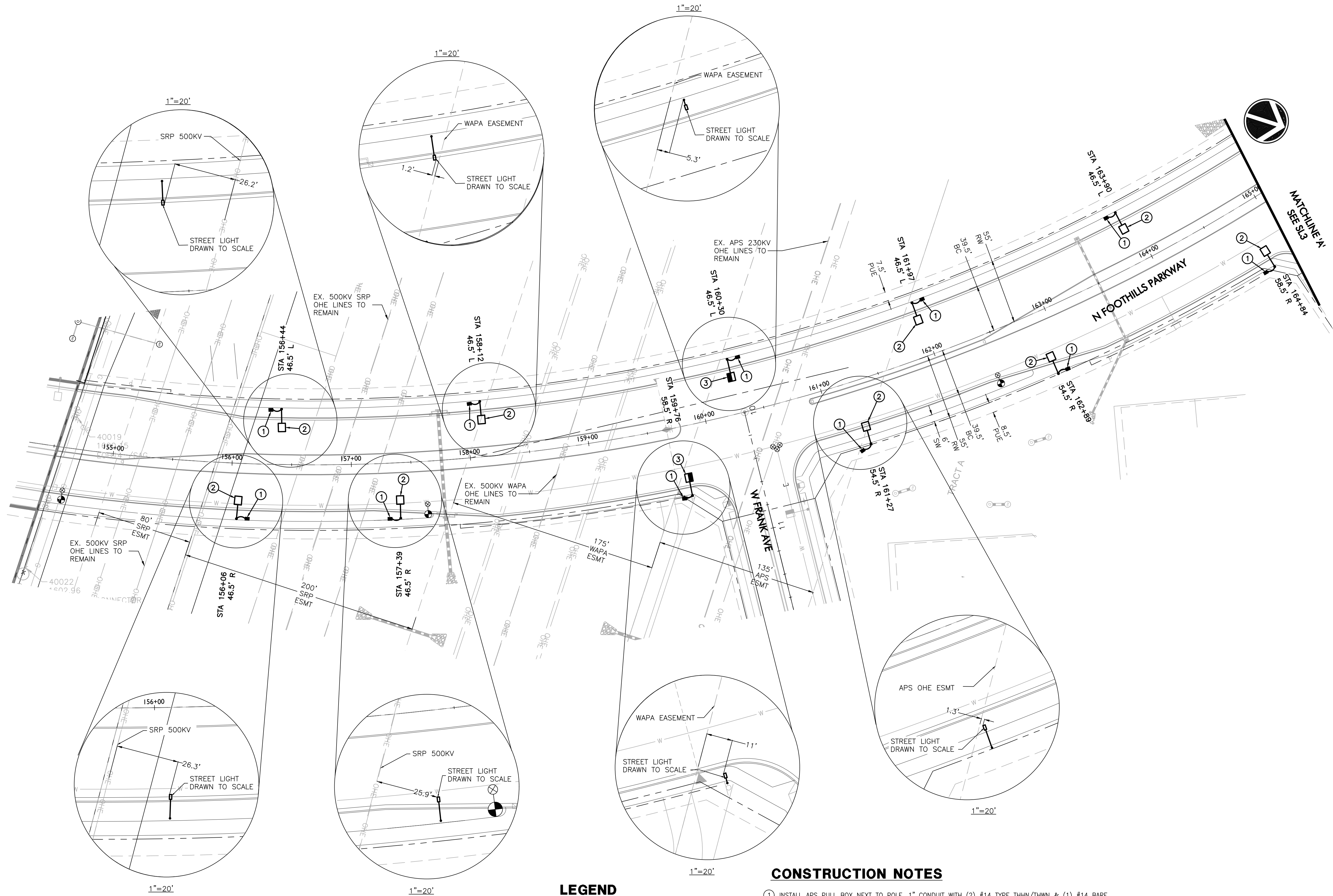
- ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.
- THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS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

LED NOTE

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



THESE DRAWINGS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF WRIGHT ENGINEERING CORPORATION AND MAY NOT BE REPRODUCED OR MODIFIED FOR ANY USE WITHOUT THE EXPRESS WRITTEN PERMISSION OF WRIGHT ENGINEERING CORPORATION.
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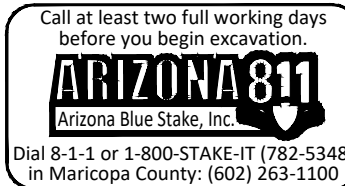
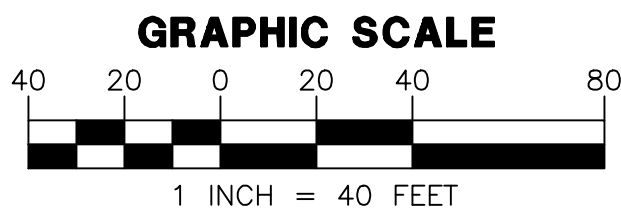


LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- 10,500 LUMEN LED STREET LIGHT, ROUND POLE
- STREET LIGHT PER ADJACENT PARCEL
- STREET LIGHT PER ADJACENT PARCEL
- STREET LIGHT PER ADJACENT PARCEL
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

CONSTRUCTION NOTES

- INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- 87W LED (10,500 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38"-6" DIRECT BURIED POLE, 8" X 8" MAST ARM PER APS DETAIL 8040 (SEE SHEET SL4). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
- 36W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 16'-0" DIRECT BURIED POLE, 2" MAST ARM PER APS DETAIL 8040 (SEE SHEET SL4). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.



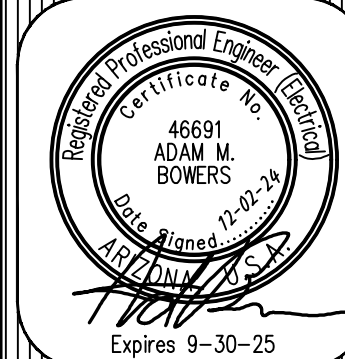
WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING DIVISION
165 EAST CHILTON DRIVE, CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

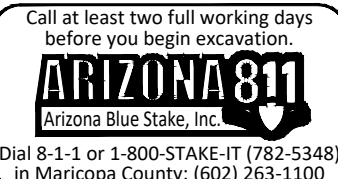
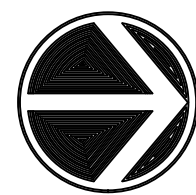
SURPRISE, ARIZONA
**SURPRISE FOOTHILLS
FOOTHILLS PARKWAY**
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL2
OF 4

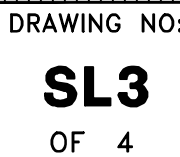
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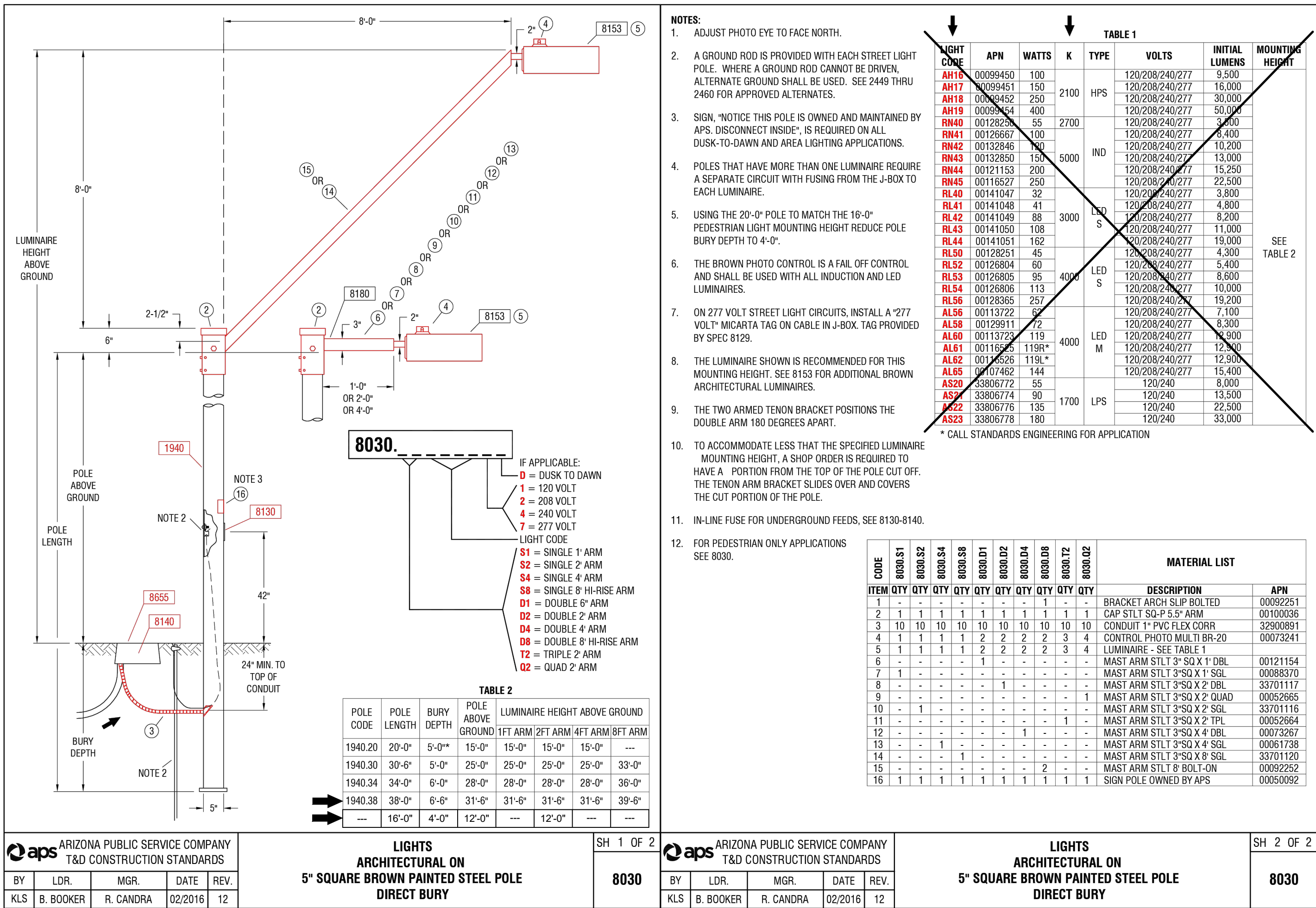
WRIGHT
engineering, corporation
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SURPRISE, ARIZONA
SURPRISE FOOTHILLS
FOOTHILLS PARKWAY

STREET LIGHT PLAN

[illegible]

Page 149 of 391



SURPRISE FOOTHILLS
PARCEL 5
STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:
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THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

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

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

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

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

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

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

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

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

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

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

5.06 WIRING:
WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

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

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

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

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

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

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

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

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

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

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

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

GENERAL ENGINEERING NOTES:

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

CITY OF SURPRISE APPROVAL

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

CITY OF SURPRISE ENGINEER DATE

NOTE

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

LED NOTE

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

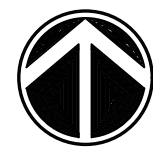
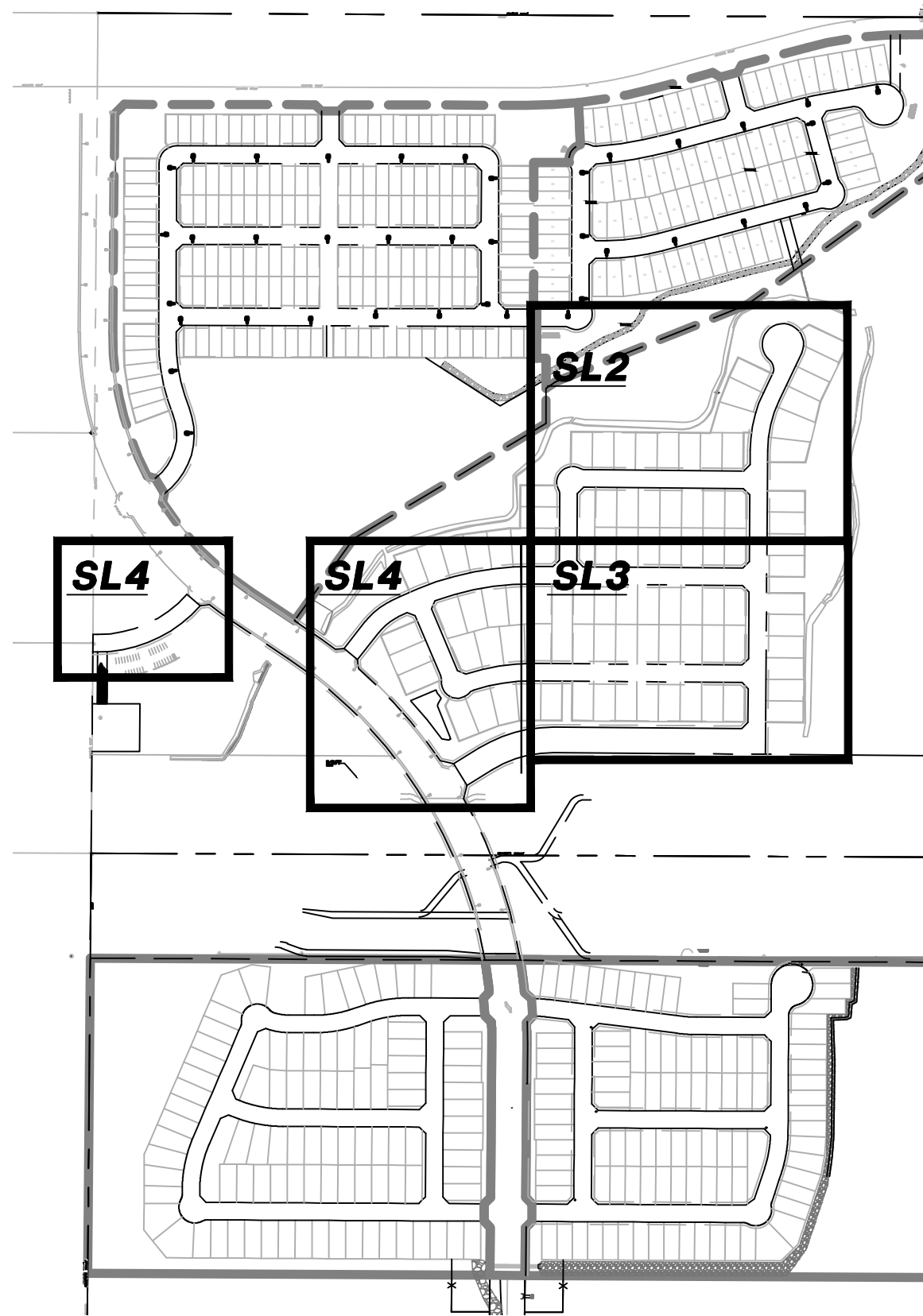
POWER CONDUIT NOTE

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

CIVIL ENGINEER
CVL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 285-4753
CONTACT: MATT OLSEN
EMAIL: MOLSSEN@CVL.CI.COM

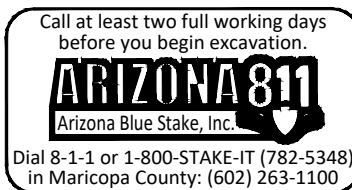
OWNER
LENNAR HOMES
1665 W. ALAMEDA DR., STE.130
TEMPE, ARIZONA 85282-3000
PHONE: (480) 316-4920
CONTACT: TYLER SHUTE
EMAIL: TYLER.SHUTE@LENNAR.COM

UTILITIES WITHIN OR AFFECTED BY THE PROJECT		
UTILITY	CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE		5/31/2024
CENTURY LINK		5/31/2024
COX COMMUNICATIONS		5/31/2024
SOUTHWEST GAS		5/31/2024
CITY OF SURPRISE		5/31/2024



KEY MAP

STREET LIGHTING (APS AREA)													
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE					
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	STYLE
1		LOCAL	PER PLANS	15	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,900	36 W	TYPE 2	PER APS	LED ARCHITECTURAL DARK BRONZE



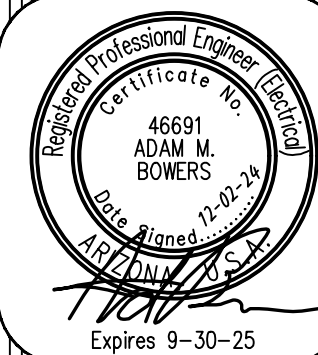
WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING DIVISION
165 EAST CHILTON DRIVE, CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

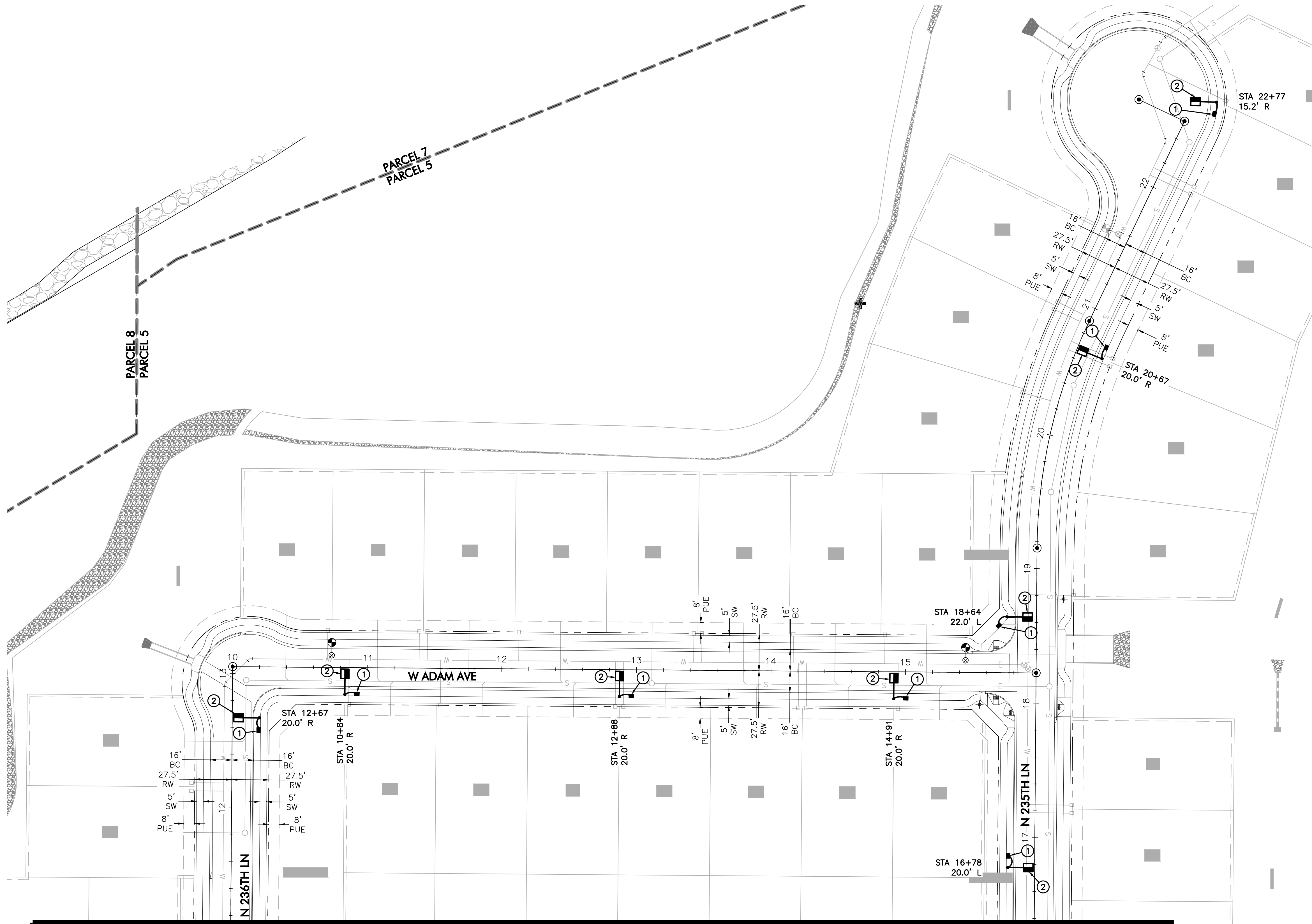
SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 5
STREET LIGHT COVER SHEET

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL1
OF 5

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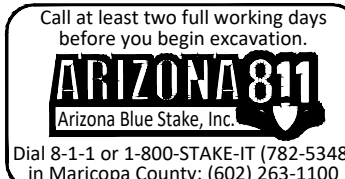
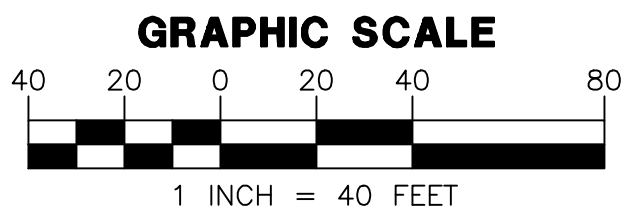
MATCHLINE 'A'
SEE SHEET SL3

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. 36W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL5), (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
3. 69W LED (7,600 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), CONTRACTOR SHALL SET ADJUSTABLE OUTPUT TO POSTION 7, PHOTOCELL, 38'-0" DIRECT BURIED POLE, 4' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL5), (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
4. 36W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 16'-0" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8040 (SEE SHEET SL5), (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- 7,600 LUMEN LED STREET LIGHT, SQUARE POLE
- STREET LIGHT PER ADJACENT PARCEL
- STREET LIGHT PER ADJACENT PARCEL
- PULL BOX
- NEW CONDUIT RUN



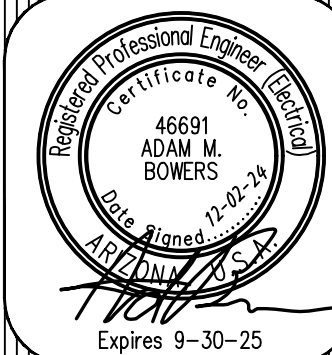
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WRIGHT engineering corporation
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165 EAST CHILTON DRIVE, CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 5
STREET LIGHT PLAN

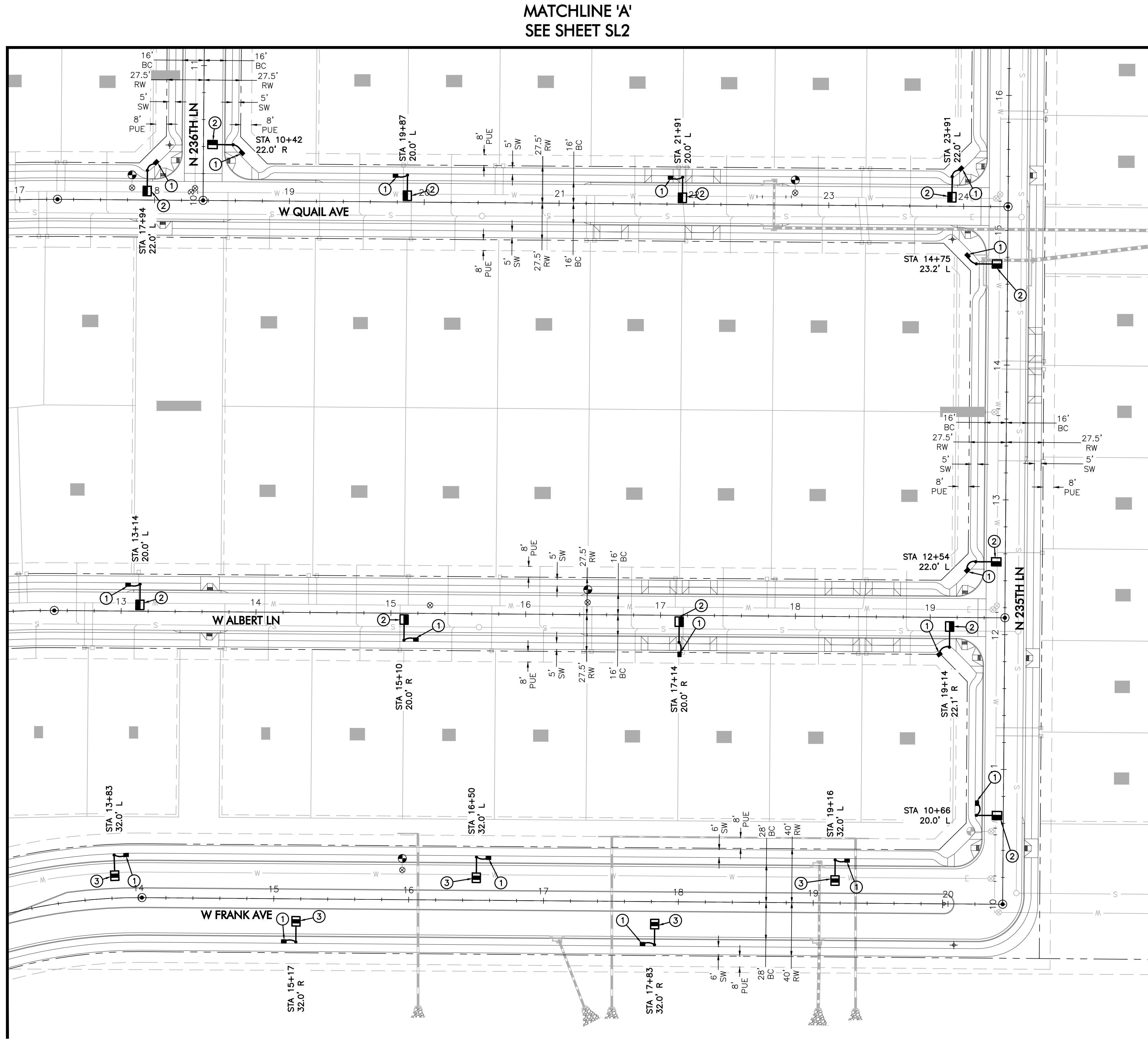
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL2
OF 5

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MATCHLINE 'B'
SEE SHEET SL4

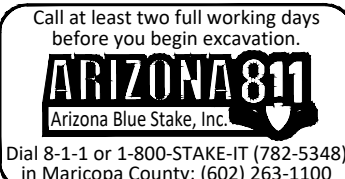
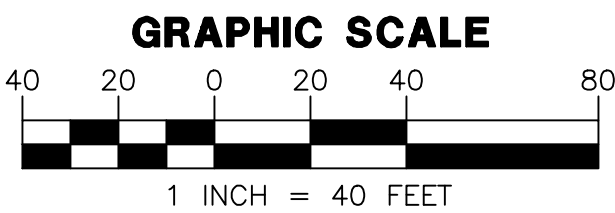


CONSTRUCTION NOTES

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3. 69W LED (7,600 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE). CONTRACTOR SHALL SET ADJUSTABLE OUTPUT TO POSITION 7. PHOTOCELL, 36'-0" DIRECT BURIED POLE, 4" MAST ARM PER APS DETAIL 8030 (SEE SHEET SL5). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.
4. 36W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 16'-0" DIRECT BURIED POLE, 2" MAST ARM PER APS DETAIL 8040 (SEE SHEET SL5). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- 7,600 LUMEN LED STREET LIGHT, SQUARE POLE
- STREET LIGHT PER ADJACENT PARCEL
- STREET LIGHT PER ADJACENT PARCEL
- PULL BOX
- NEW CONDUIT RUN



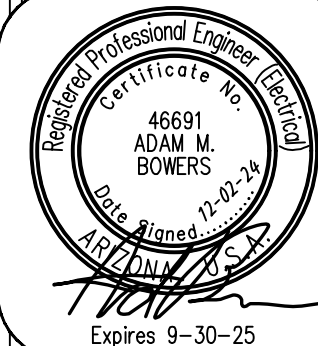
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WRIGHT
engineering corporation
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SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 5
STREET LIGHT PLAN

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL3
OF 5

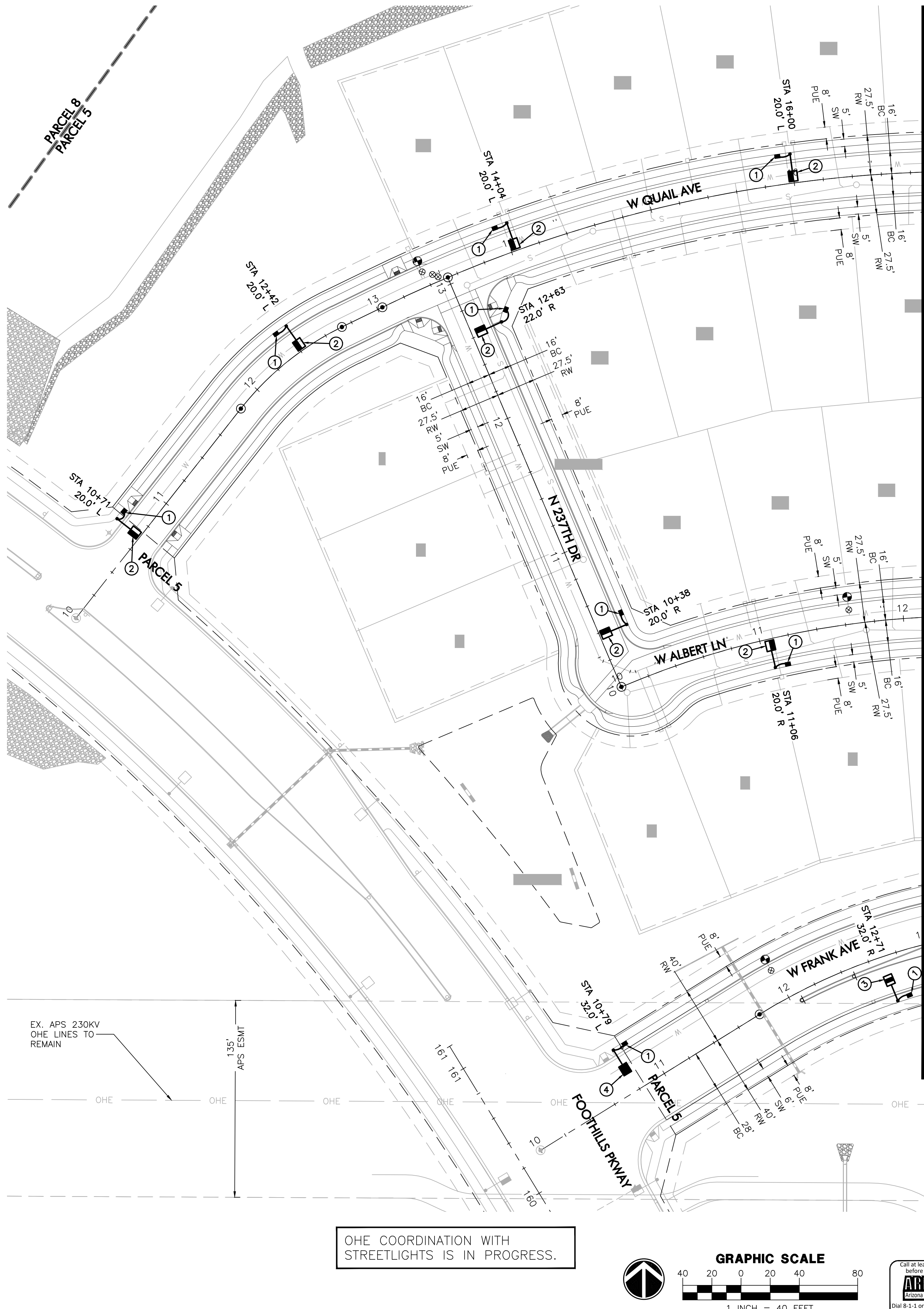
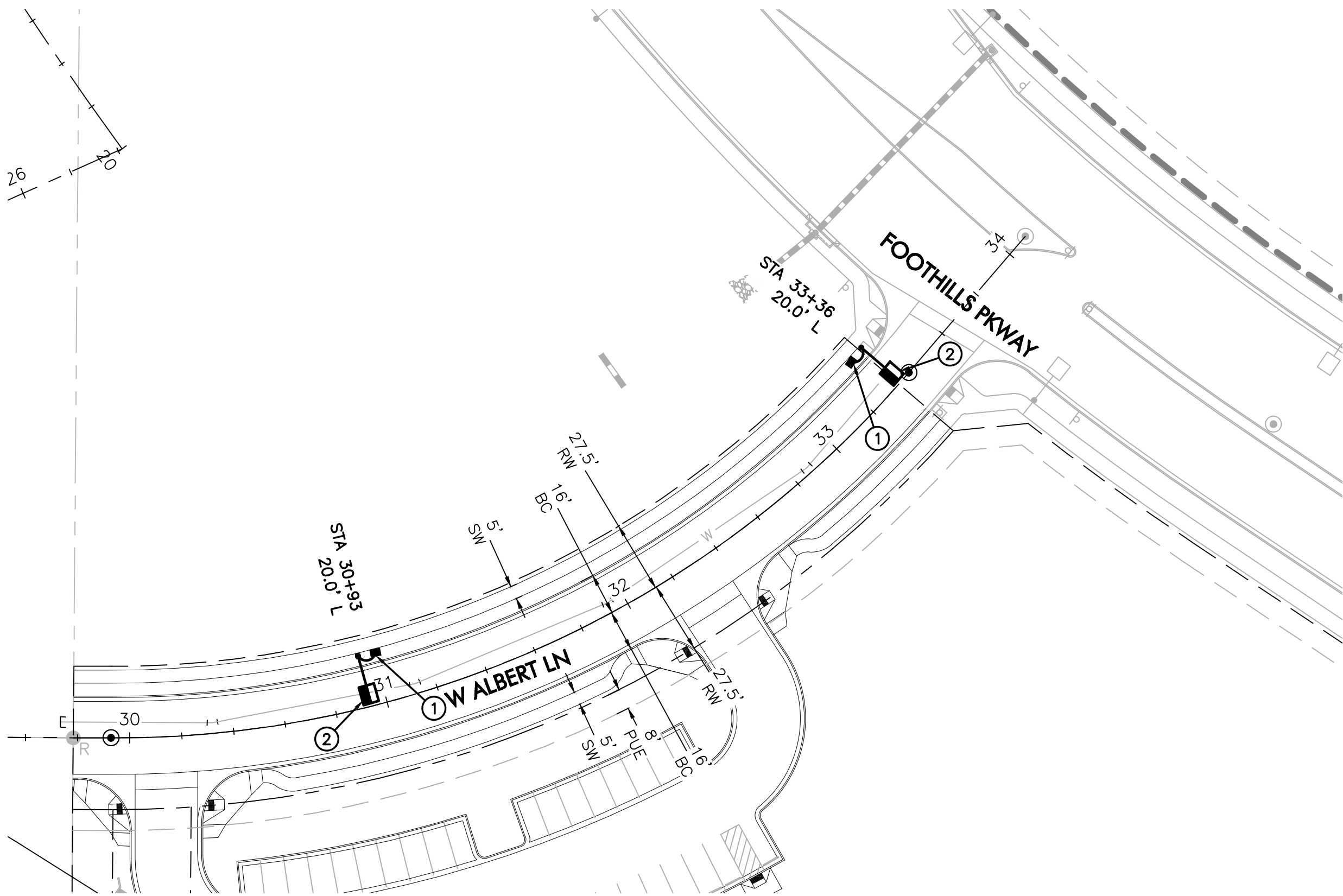
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CONSTRUCTION NOTES

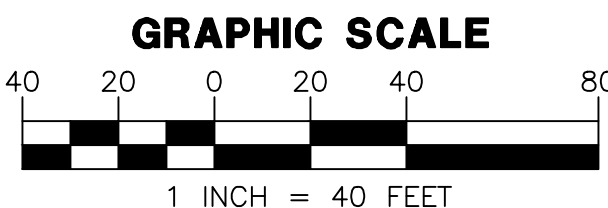
1. INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
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- 7,600 LUMEN LED STREET LIGHT, SQUARE POLE
- STREET LIGHT PER ADJACENT PARCEL
- STREET LIGHT PER ADJACENT PARCEL
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT



OHE COORDINATION WITH STREETLIGHTS IS IN PROGRESS.



MATCHLINE 'B'
SEE SHEET SL3

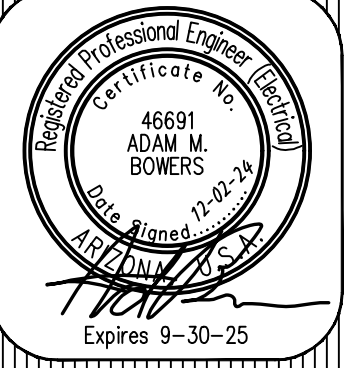
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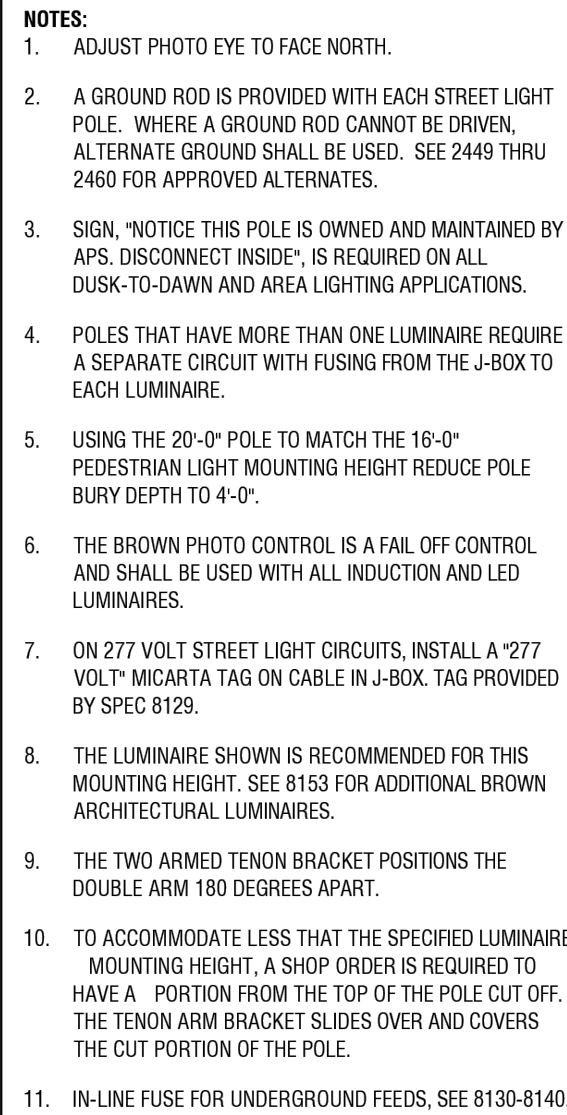
PROJECT: TITLE:

SURPRISE, ARIZONA
**SURPRISE FOOTHILLS
PARCEL 5**
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL4
OF 5



LIGHT CIRCUIT STREET LIGHT OF 2449 THRU	APN	WATS	K	TYPE	TABLE 1		MOUNTING HEIGHT
					VOLTS	LUMENS	
AH10	00094545	100			120/208/240/277	9,500	
AH17	00095451	150			120/208/240/277	16,000	
AH18	00125446	200		HPS	120/208/240/277	20,000	
AH19	00125446	4100			120/208/240/277	50,000	
RH40	00128233	55	2700		120/208/240/277	3,800	
RH41	00126650	100			120/208/240/277	4,000	
RH42	00132546	200			120/208/240/277	10,000	
RH43	00132650	120		IND	120/208/240/277	13,000	
RH44	00121533	200			120/208/240/277	15,250	
RH45	00115257	200			120/208/240/277	15,250	
RL40	00141047	32			120/208/240/277	3,800	
RL41	00141048	41			120/208/240/277	4,000	
RL42	00141050	162		LED	120/208/240/277	12,000	
RL43	00141050	108		S	120/208/240/277	11,000	
RL44	00141051	152			120/208/240/277	19,000	
RL45	00128251	45		LED	120/208/240/277	4,500	
RL52	00128694	60		S	120/208/240/277	5,400	
RL53	00128695	85		LED	120/208/240/277	8,000	
RL54	00128696	100		S	120/208/240/277	9,500	
RL55	00128696	257			120/208/240/277	19,000	
AL56	00113722	62			120/208/240/277	7,100	
AL58	00128691	100			120/208/240/277	9,500	
AL60	00113723	119		LED	120/208/240/277	12,000	
AL61	00116155	1198*		4000 M	120/208/240/277	12,800	
AS20	00125426	119*			120/208/240/277	12,800	
AL65	00125426	144			120/208/240/277	15,400	
AS22	33806772	57			120/240	8,000	
AS23	33806774	90			120/240	13,500	
AS24	33806776	135	1700	LPS	120/240	22,300	
AS25	33806778	180			120/240	33,000	

CODE		MATERIAL LIST													
ITEM	QTY	8030.31	8030.32	8030.33	8030.34	8030.35	8030.36	8030.37	8030.38	8030.39	8030.40	8030.41	8030.42	DESCRIPTION	APN
1	-	-	-	-	-	-	-	-	-	-	-	-	-	BRACKET AIR SGL BOLT	00092551
2	-	-	-	-	-	-	-	-	-	-	-	-	-	CAP STL SGL 2" X 6" X 1/2"	00100186
3	10	10	10	10	10	10	10	10	10	10	10	10	10	CRUDDI #1 PWCFL CORR	00072444
4	1	1	1	1	1	2	2	2	2	3	4	4	4	CONTROL PHOTO MAIL TH-20	00072444
5	1	1	1	1	1	2	2	2	2	3	4	4	4	LUMINAIRE - SEE TABLE 1	00132154
6	1	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STL 2" X 6" X 1/2"	00083700
7	1	1	1	1	1	1	1	1	1	1	1	1	1	MAST ARM STL 2" X 5" X 1/2"	00083700
8	-	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 4" X 1/2"	00071117
9	-	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3" X 1/2"	00052665
10	-	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 2" X 1/2"	00071117
11	-	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 1" X 1/2"	00052664
12	-	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3/4" X 1/2"	00073267
13	-	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3/4" X 1/4"	00051738
14	-	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 2" X 3/8" X 1/2"	00071120
15	-	-	-	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 1/2" BOLT	00072252
16	1	1	1	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	 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS <table> <tr> <td data-bbox="1532 942 1553 944">8030</td><td data-bbox="1553 942 1574 944">BY</td><td data-bbox="1574 942 1602 944">LDR.</td><td data-bbox="1602 942 1641 944">MGR.</td><td data-bbox="1641 942 1672 944">DATE</td><td data-bbox="1672 942 1724 944">REV.</td></tr> <tr> <td data-bbox="1532 944 1553 946"></td><td data-bbox="1553 944 1574 946">KLS</td><td data-bbox="1574 944 1602 946">B. BOOKER</td><td data-bbox="1602 944 1641 946">R. CANDRA</td><td data-bbox="1641 944 1672 946">02/2016</td><td data-bbox="1672 944 1724 946">12</td></tr> </table>					8030	BY	LDR.	MGR.	DATE	REV.		KLS	B. BOOKER	R. CANDRA	02/2016	12
8030	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

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

*** FOR EACH NEW 3,800 AND 7,600 LUMEN
FIXTURE, THE CONTRACTOR SHALL ADJUST THE
FIELD ADJUSTABLE MODULE TO POSITION 7 INSIDE
THE LUMINAIRE, AND THEN APPLY APPROPRIATE
STICKER LABEL TO OUTSIDE OF LUMINAIRE.

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H:\2023\23472-Surprise Foothills SL & SE\23472-P7-SL.dwg

SURPRISE FOOTHILLS

PARCEL 7

STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

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

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

5.01 GENERAL:

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

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

5.02 WORKING / "AS BUILT" PLANS:

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

5.03 LIGHT POLES:

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

5.04 EMBEDMENT:

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

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

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

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

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

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

5.08 PULL BOXES:

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

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

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

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

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

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

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

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

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

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

GENERAL ENGINEERING NOTES:

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

CITY OF SURPRISE APPROVAL

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

CITY OF SURPRISE ENGINEER

DATE

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	5/31/2024
CENTURY LINK	5/31/2024
COX COMMUNICATIONS	5/31/2024
SOUTHWEST GAS	5/31/2024
CITY OF SURPRISE	5/31/2024

STREET LIGHTING (APS AREA)														
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						
					POLE HEIGHT	FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE	STYLE
①		LOCAL	PER PLANS	16	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,900	36 W	TYPE 2	PER APS	LED	ARCHITECTURAL DARK BRONZE

NOTE

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

LED NOTE

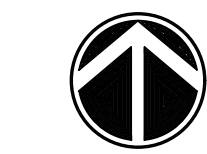
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.

POWER CONDUIT NOTE

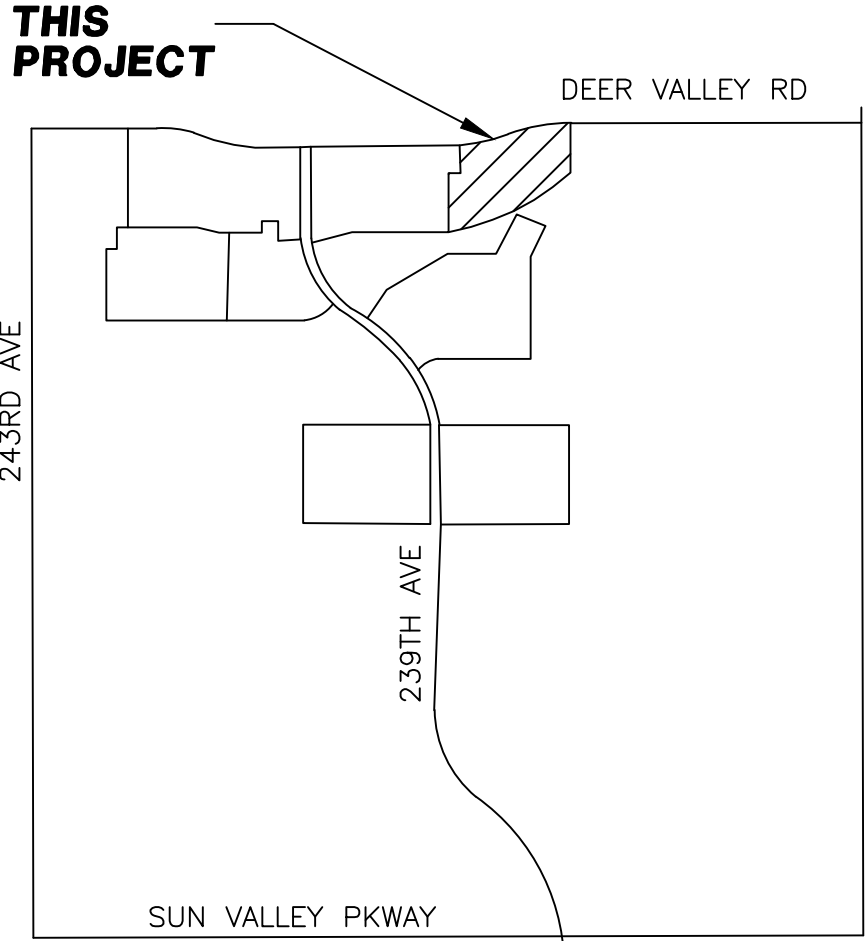
TRENCH & CONDUIT RUNS FROM STREET LIGHT PULL BOX TO POINT OF ELECTRICAL SERVICE WILL BE DESIGNED BY THE POWER COMPANY, AND ARE SHOWN ON POWER COMPANY PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE PLANS FROM DEVELOPER/OWNER, AND INCLUDE THESE RUNS IN THE BID. COORDINATE THIS WORK WITH THE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

CIVIL ENGINEER
CVL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 285-4753
CONTACT: MATT OLSEN
EMAIL: MOLSEN@CVLCI.COM

OWNER
LENNAR HOMES
1665 W. ALAMEDA DR., STE.130
TEMPE, ARIZONA 85282-3000
PHONE: (480) 316-4920
CONTACT: TYLER SHUTE
EMAIL: TYLER.SHUTE@LENNAR.COM



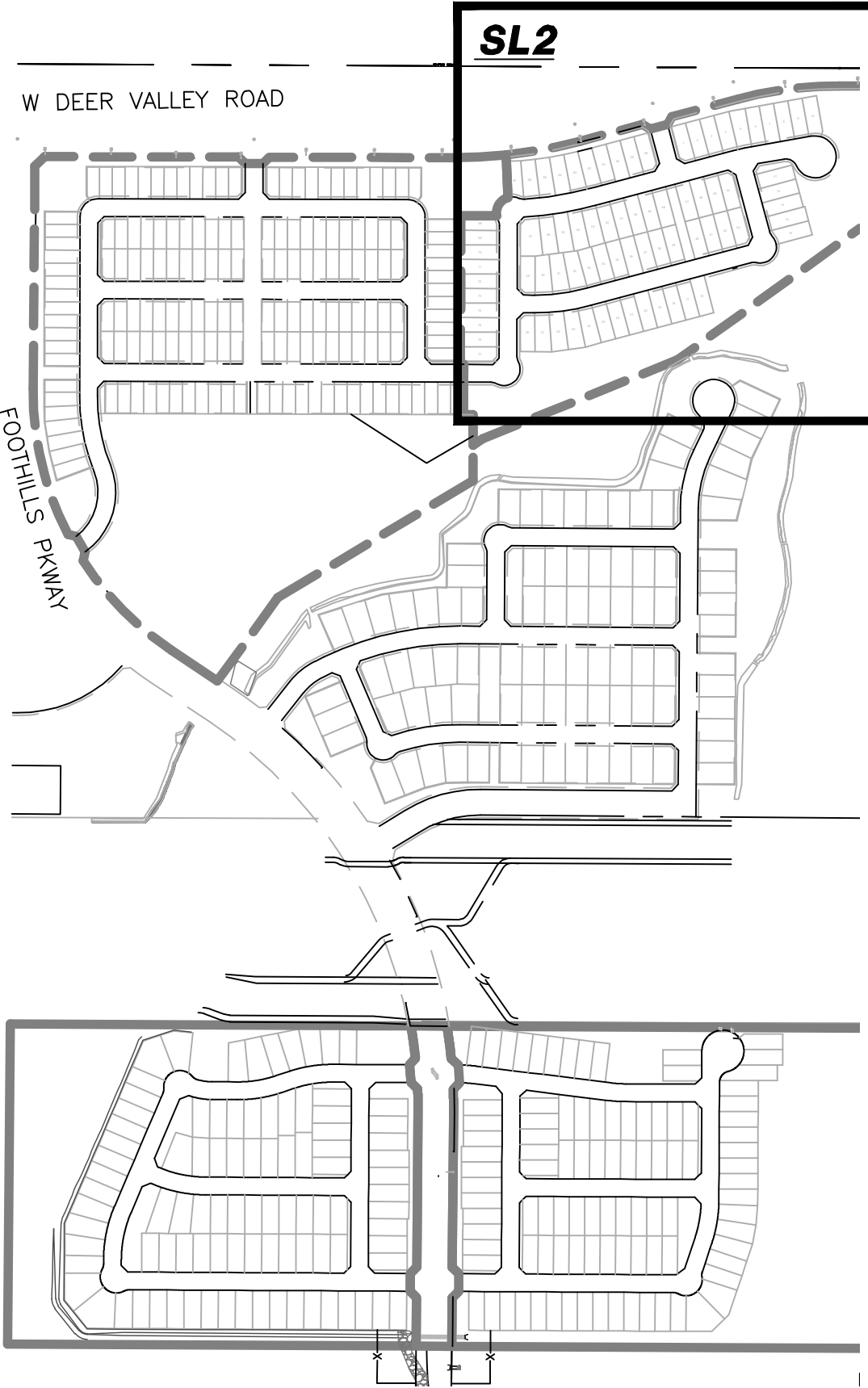
KEY MAP
N.T.S.



VICINITY MAP
N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS	SL3



WRIGHT ENGINEERING
PROJECT NO:

23472

DESIGN BY: BDS

DRAWN BY: BDS

CHECKED BY: AMB

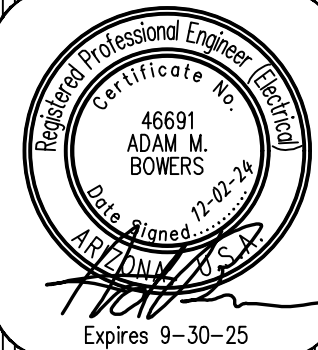
WRIGHT
engineering corporation
ELECTRICAL ENGINEERING DIVISION
165 EAST CHILTON DRIVE, CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 7

STREET LIGHT COVER SHEET

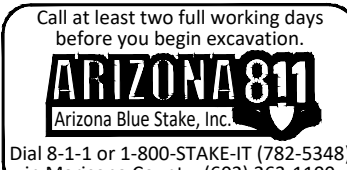
NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



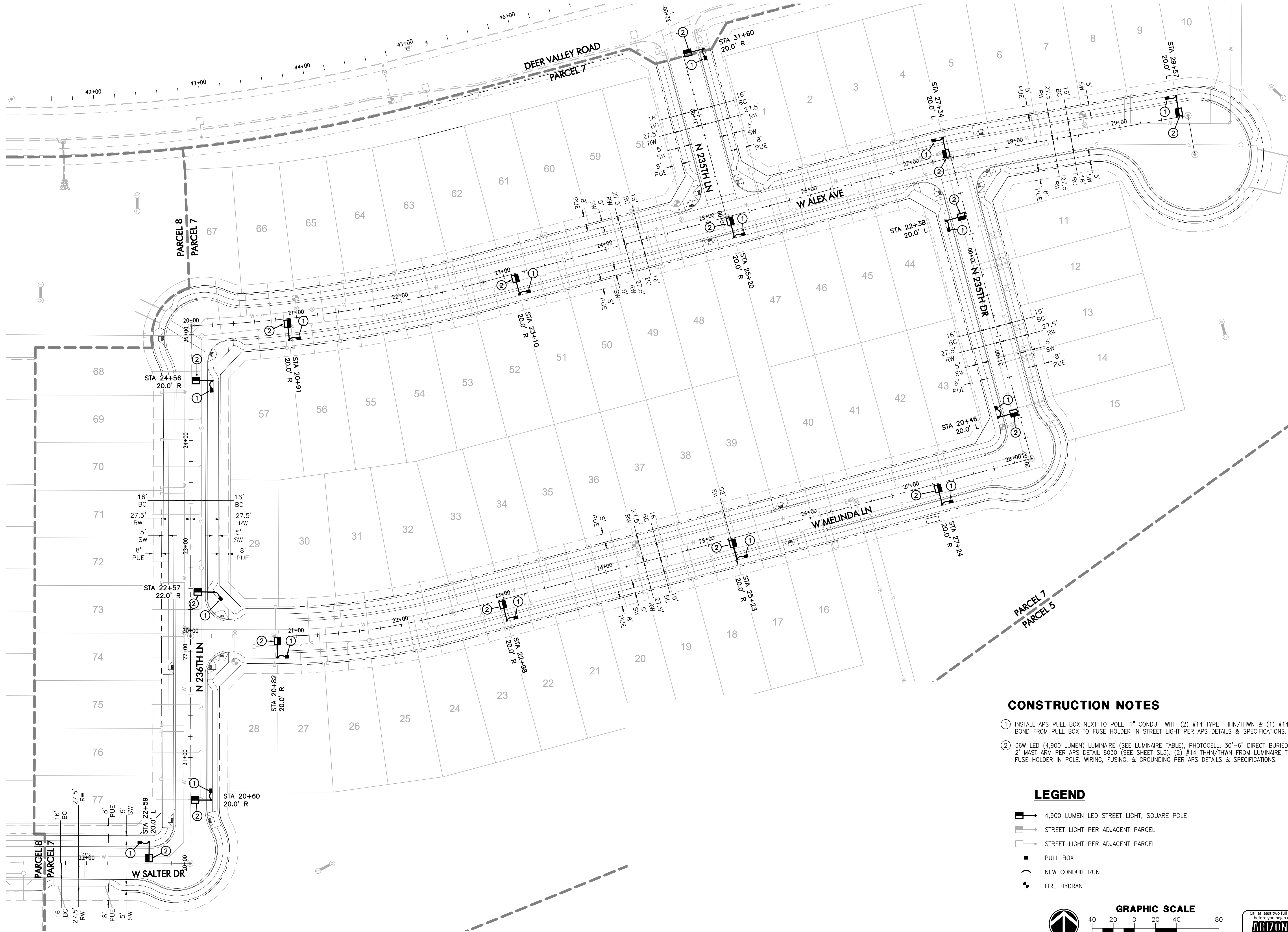
DRAWING NO:

SL1

OF 3



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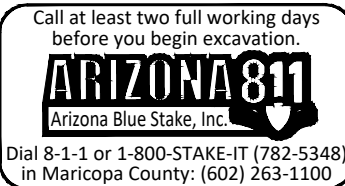
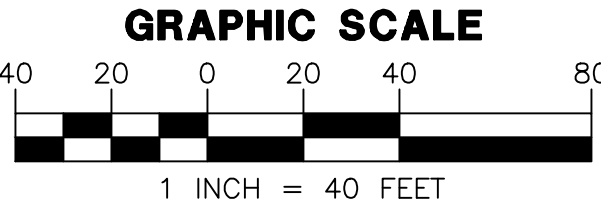


CONSTRUCTION NOTES

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. 36W 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.

LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- STREET LIGHT PER ADJACENT PARCEL
- STREET LIGHT PER ADJACENT PARCEL
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT



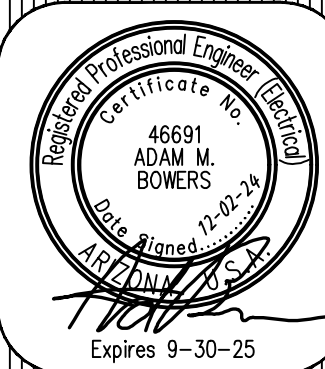
WRIGHT ENGINEERING CORPORATION
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING DESIGN
165 EAST CHILTON DRIVE CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
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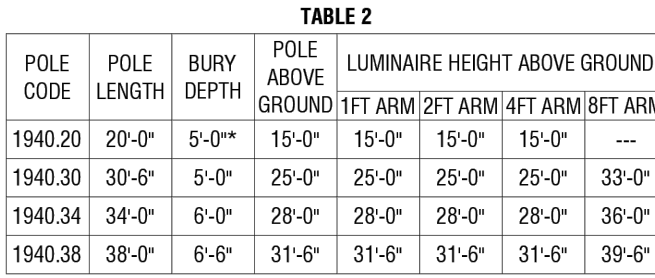
PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 7
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL2
OF 3



**LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY**

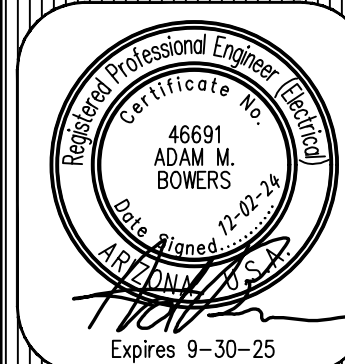
SH 1 OF 2
8030

- | MATERIAL LIST | | | | | | | | | | | |
|---------------|---------|---------|---------|---------|---------|---------|---------|-----|-----|------------------------------------|----------|
| QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | DESCRIPTION | APN |
| 0303.54 | 0303.59 | 0303.01 | 0303.02 | 0303.04 | 0303.08 | 0303.72 | 0303.02 | | | BRACKET ST/PL SLP BOLTED | 00692251 |
| | | | | | | | | | | CAP ST/PL 3/8"x1/2" | 00120608 |
| 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | | | CONDUIT 1" PVC/C FLEXI COR | 32300891 |
| 1 | 1 | 2 | 2 | 2 | 2 | 3 | | | | PHOTO. PHOT MULTI BR-20 | 0073241 |
| 1 | 1 | 2 | 2 | 2 | 2 | 3 | | | | LUMINAIRE - SEE TAB 1 | |
| | | | | | | | | | | MAST ARM STL 1"x3/8"x1/2" L BOLL | 00121154 |
| | | | | | | | | | | MAST ARM STL 1"x3/8"x1/2" L BOLL | 00088370 |
| | | | | | | | | | | MAST ARM STL 3/8"x3/8"x1/2" L BOLL | 33701171 |
| | | | | | | | | | | MAST ARM STL 3/8"x3/8"x1/2" L BOLL | 00052965 |
| | | | | | | | | | | MAST ARM STL 3/8"x3/8"x1/2" L BOLL | 33701116 |
| | | | | | | | | | | MAST ARM STL 3/8"x3/8"x1/2" L BOLL | 00052664 |
| | | | | | | | | | | MAST ARM STL 3/8"x3/8"x1/2" L BOLL | 00105767 |
| | | | | | | | | | | MAST ARM STL 3/8"x3/8"x1/2" L BOLL | 00061738 |
| | | | | | | | | | | MAST ARM STL 3/8"x3/8"x1/2" L BOLL | 33701120 |
| | | | | | | | | | | MAST ARM STL 3/8"x3/8"x1/2" L BOLL | 00052952 |
| | | | | | | | | | | SIEN. POLY OWNED BY APS | 00050092 |

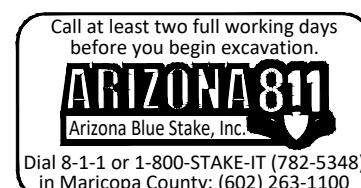
TABLE 1							
LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MONTHS HEIGHT
AMH0	00090450	100			120/208/240/277	15,500	
AMH7	00094951	150	2100	HPS	120/208/240/277	15,000	
AMH8	00043450	250			120/208/240/277	30,000	
AMH9	00122520	400			120/208/240/277	50,000	
AMH10	00122520	50	2700	LED	120/208/240/277	8,000	
AMH11	00122520	50	2700	LED	120/208/240/277	8,000	
AMH12	00126657	100			120/208/240/277	8,400	
AMH13	00132846	70			120/208/240/277	10,200	
AMH14	00132846	70	5000	IND	120/208/240/277	10,200	
AMH15	00132846	200			120/208/240/277	15,200	
AMH16	00116857	250			120/208/240/277	22,500	
AMH17	00141048	80			120/208/240/277	8,800	
AMH18	00141048	80			120/208/240/277	4,800	
AMH19	00141048	80			120/208/240/277	4,800	
AMH20	00141048	80	3000	LED	120/208/240/277	8,200	
AMH21	00141050	108			120/208/240/277	11,000	
AMH22	00141050	108			120/208/240/277	11,000	
AMH23	00128251	45			120/208/240/277	4,000	
AMH24	00128251	45			120/208/240/277	4,000	
AMH25	00126804	60			120/208/240/277	5,400	
AMH26	00126804	60			120/208/240/277	5,400	
AMH27	00126806	113			120/208/240/277	10,000	
AMH28	00126806	113			120/208/240/277	10,000	
AMH29	00126835	250			120/208/240/277	19,200	
AMH30	00137222	62			120/208/240/277	7,100	
AMH31	00126911	250			120/208/240/277	22,500	
AMH32	00137323	119	4000	LED	120/208/240/277	9,900	
AMH33	00137323	119	4000	LED	120/208/240/277	12,900	
AMH34	00116155	119H1			120/208/240/277	12,900	
AMH35	00116155	119H1			120/208/240/277	12,900	
AMH36	00174622	144			120/208/240/277	15,400	
AMH37	33060712	55			120/240	8,000	
AMH38	33060774	90			120/240	13,000	
AMH39	33060774	90	1700	LPS	120/240	22,300	
AMH40	33060778	180			120/240	35,000	

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 7

STREET LIGHT DETAILS

[illegible]

SL3
OF 3



SURPRISE FOOTHILLS
PARCEL 8
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.

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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.

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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:

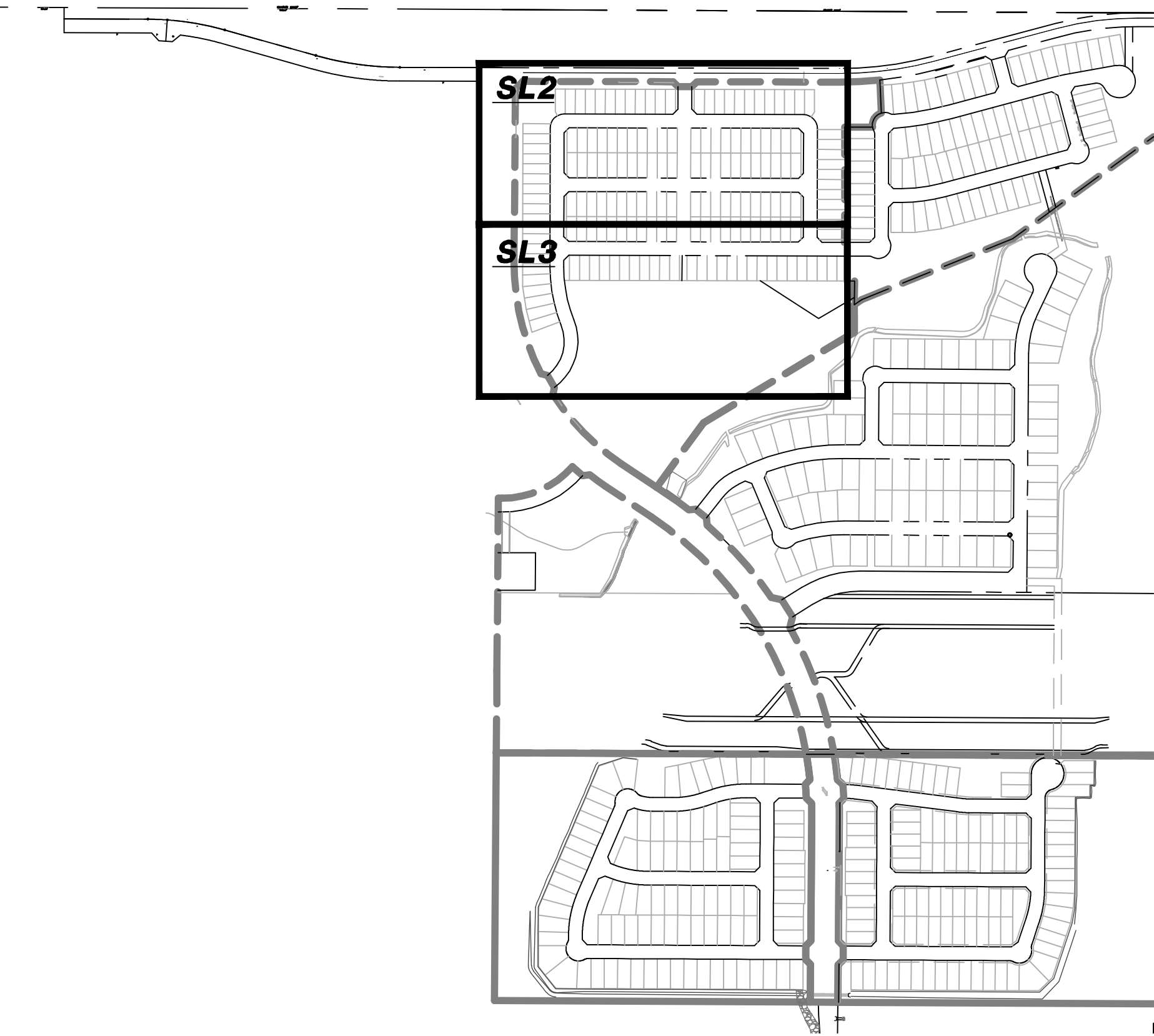
1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS 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 REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-6000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

NOTE

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

LED NOTE

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



OWNER
LENNAR HOMES
1665 W. ALAMEDA DR., STE.130
TEMPE, ARIZONA 85282-3000
PHONE: (480) 316-4920
CONTACT: TYLER SHUTE
EMAIL: TYLER.SHUTE@LENNAR.COM

CIVIL ENGINEER
CVL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 285-4753
CONTACT: MATT OLSEN
EMAIL: M.OLSEN@CVL.CI.COM



KEY MAP
N.T.S.

STREET LIGHTING (APS AREA)													
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE					
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	STYLE
1		LOCAL	PER PLANS	26	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,900	36 W	TYPE 2	PER APS	LED ARCHITECTURAL DARK BRONZE

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	5/31/2024
CENTURY LINK	5/31/2024
COX COMMUNICATIONS	5/31/2024
SOUTHWEST GAS	5/31/2024
CITY OF SURPRISE	5/31/2024

POWER CONDUIT NOTE

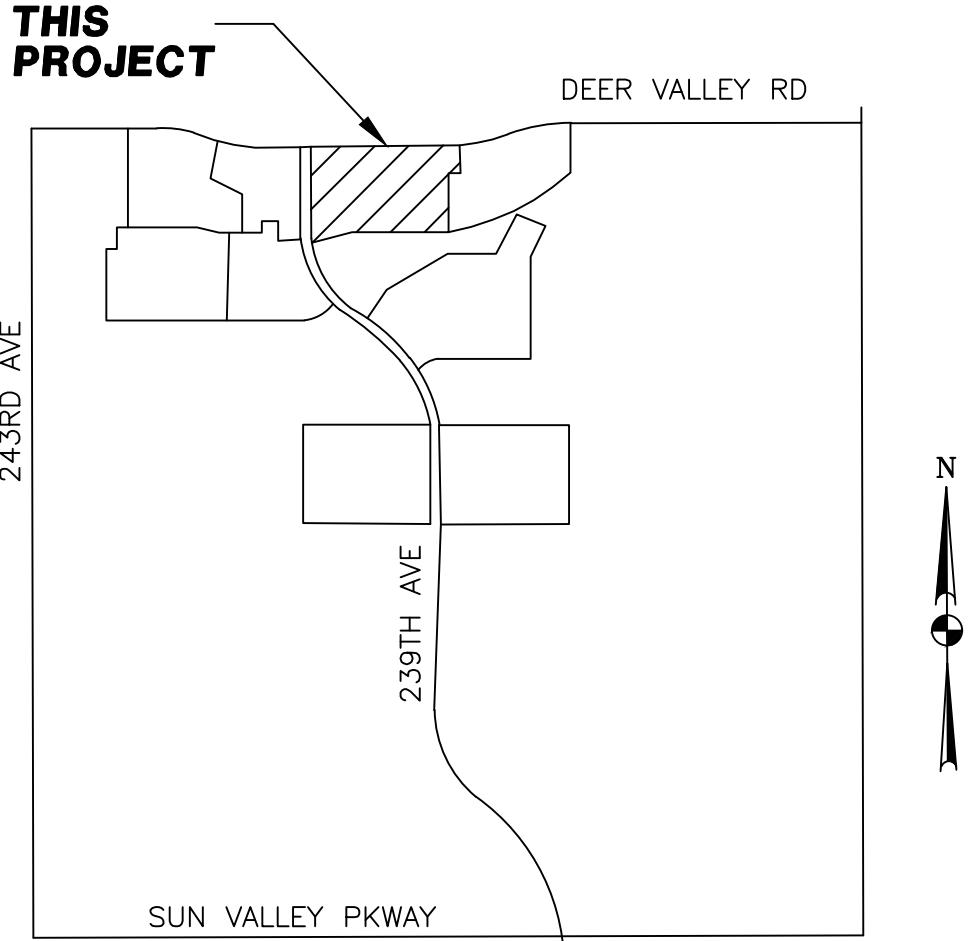
TRENCH & CONDUIT RUNS FROM STREET LIGHT PULL BOX TO POINT OF ELECTRICAL SERVICE WILL BE DESIGNED BY THE POWER COMPANY, AND ARE SHOWN ON POWER COMPANY PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE PLANS FROM DEVELOPER/OWNER, AND INCLUDE THESE RUNS IN THE BID. COORDINATE THIS WORK WITH THE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

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



VICINITY MAP
N.T.S.

SHEET INDEX

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

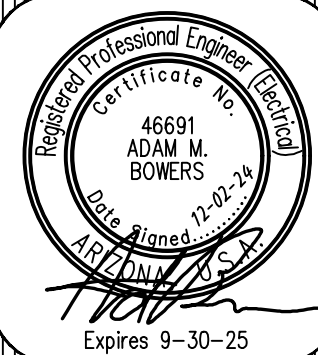
WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING DIVISION
165 EAST CHILTON DRIVE, CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us

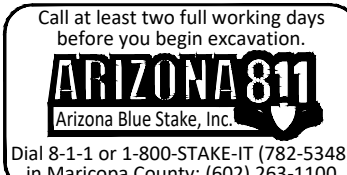
PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 8
STREET LIGHT COVER SHEET

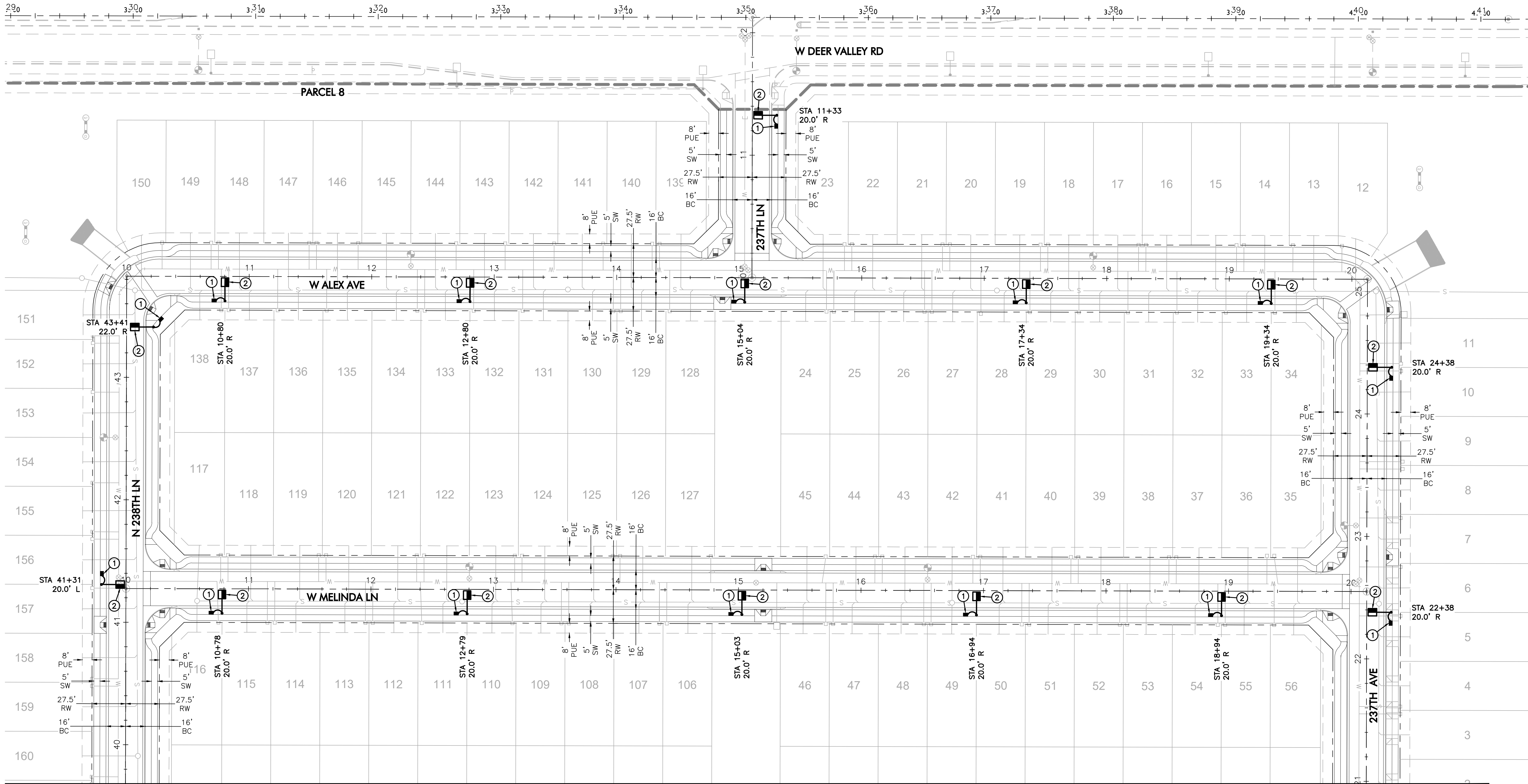
NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL1
OF 4



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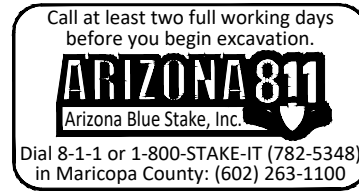
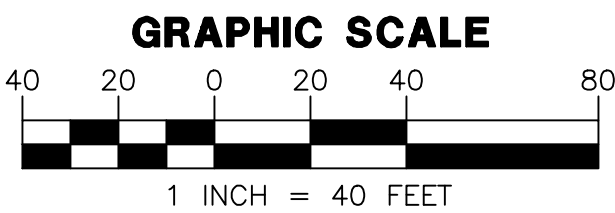
MATCHLINE 'A'
SEE SHEET SL3

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. 36W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCCELL, 30"-6" DIRECT BURIED POLE, 2" MAST ARM PER APS DETAIL 8030 (SEE SHEET SL4). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- STREET LIGHT PER ADJACENT PARCEL
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT



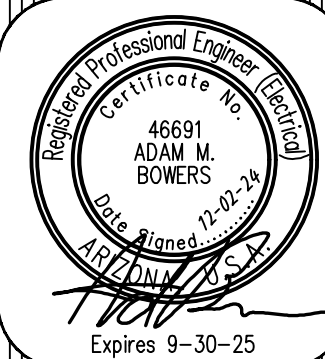
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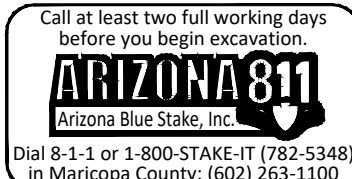
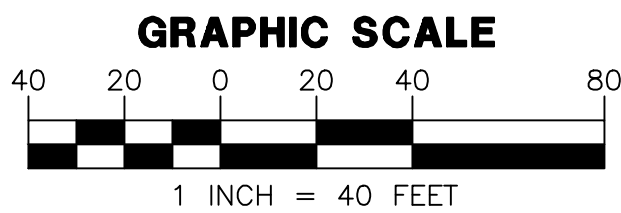
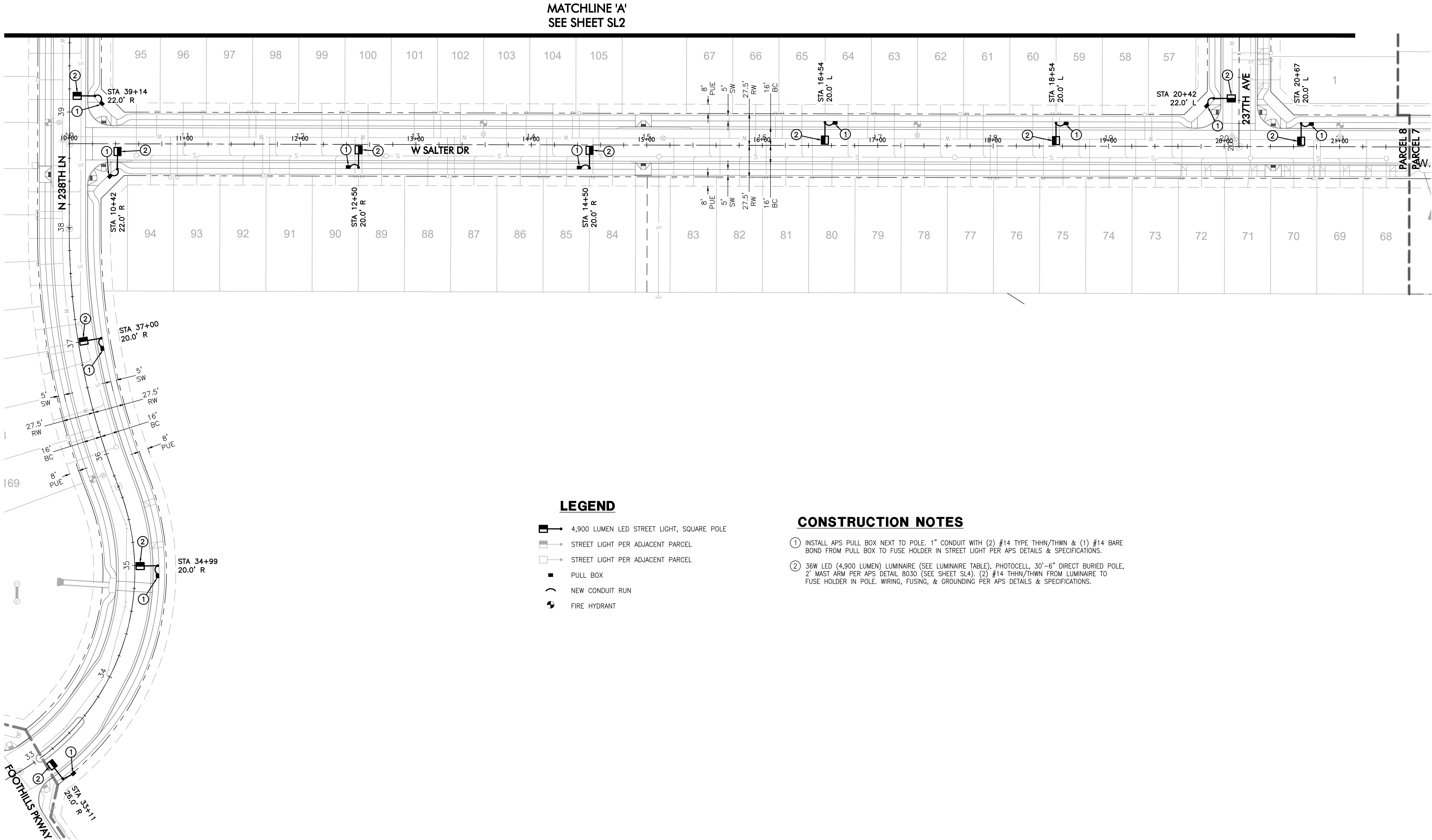
SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 8
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL2
OF 4

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H:\2023\23472-Surprise Foothills SL & SE\23472-P8-SL.dwg



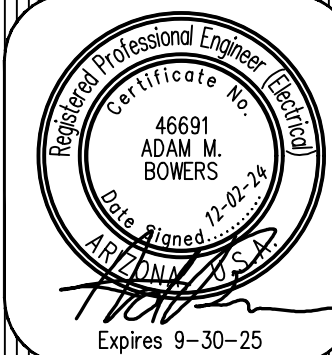
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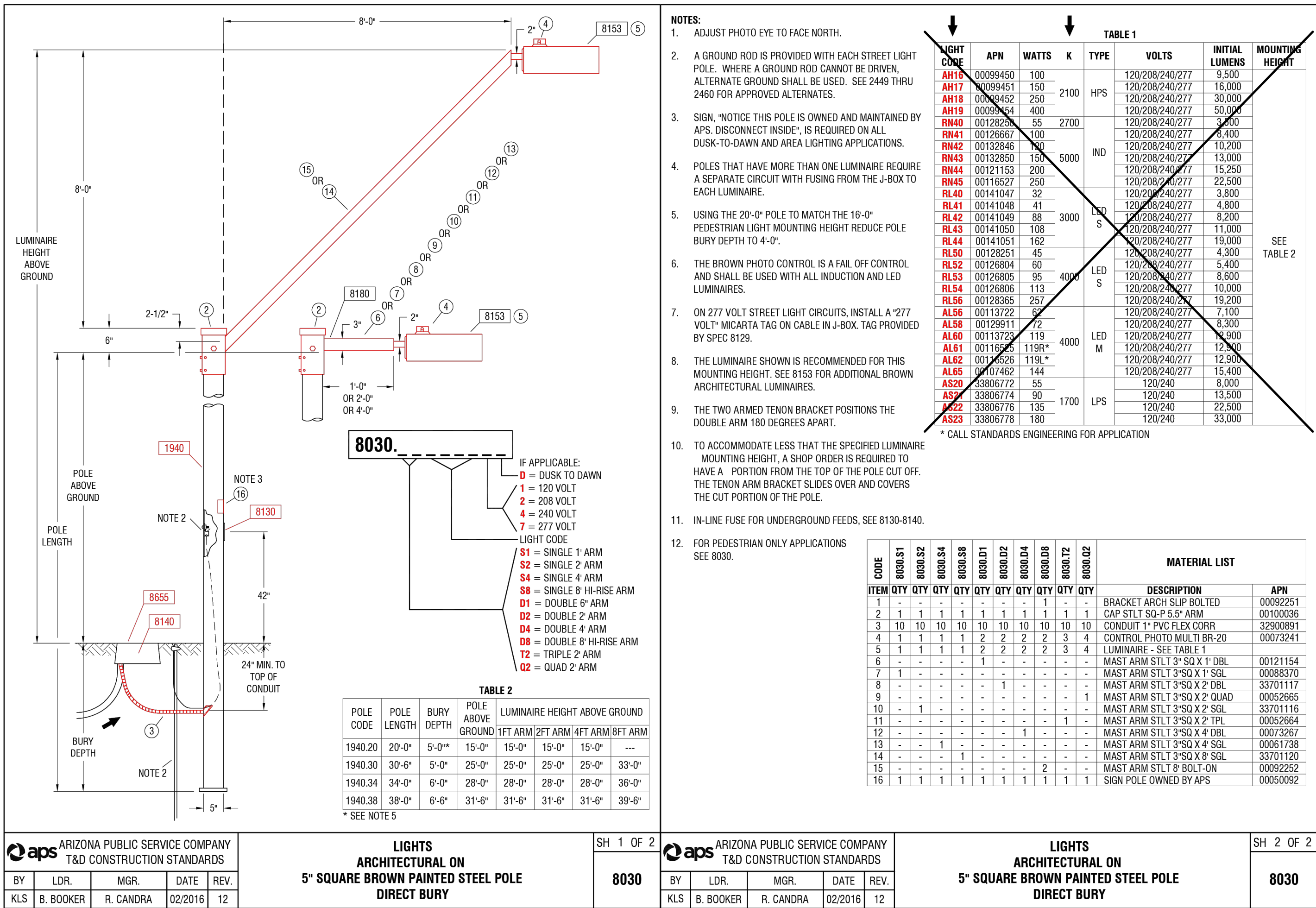
PROJECT: TITLE:

SURPRISE, ARIZONA
**SURPRISE FOOTHILLS
PARCEL 8**
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL3
OF 4



SURPRISE FOOTHILLS
DEER VALLEY PHASE 1C
STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

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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.

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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.

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SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

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

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

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

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

5.08 PULL BOXES:

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

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

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

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

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

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

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

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

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

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GENERAL ENGINEERING NOTES:

- ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
- THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
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- THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
- THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
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- EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
- THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

CITY OF SURPRISE APPROVAL

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

CITY OF SURPRISE ENGINEER

DATE

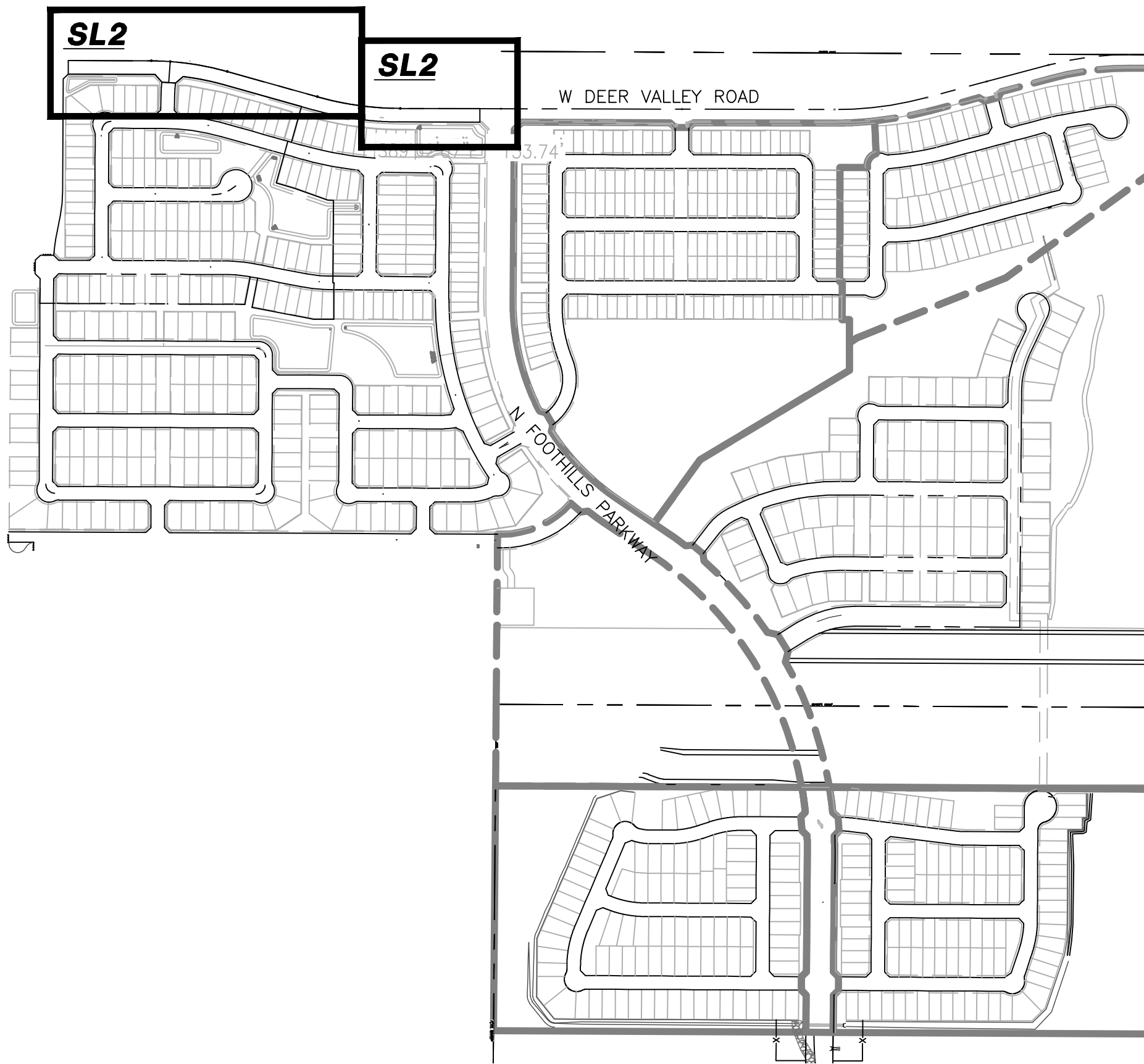
STREET LIGHTING (APS AREA)													
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE					
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	STYLE
①		ARTERIAL	PER PLANS	9	38'-0"	DIRECT BURY	8'x8'	39'-6"	20,100	174 W	TYPE 3	*	ARCHITECTURAL DARK BRONZE

NOTE

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

LED NOTE

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

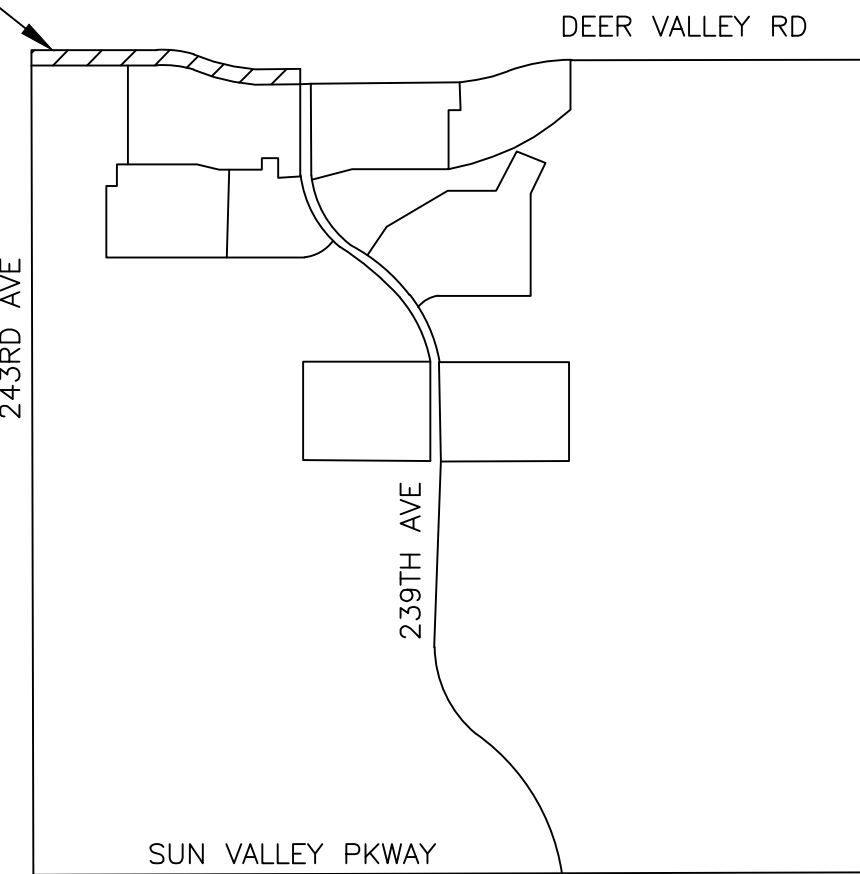


UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	6/5/2024
CENTURY LINK	6/5/2024
COX COMMUNICATIONS	6/5/2024
SOUTHWEST GAS	6/5/2024
CITY OF SURPRISE	6/5/2024

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.

THIS PROJECT



VICINITY MAP
N.T.S.

SHEET INDEX

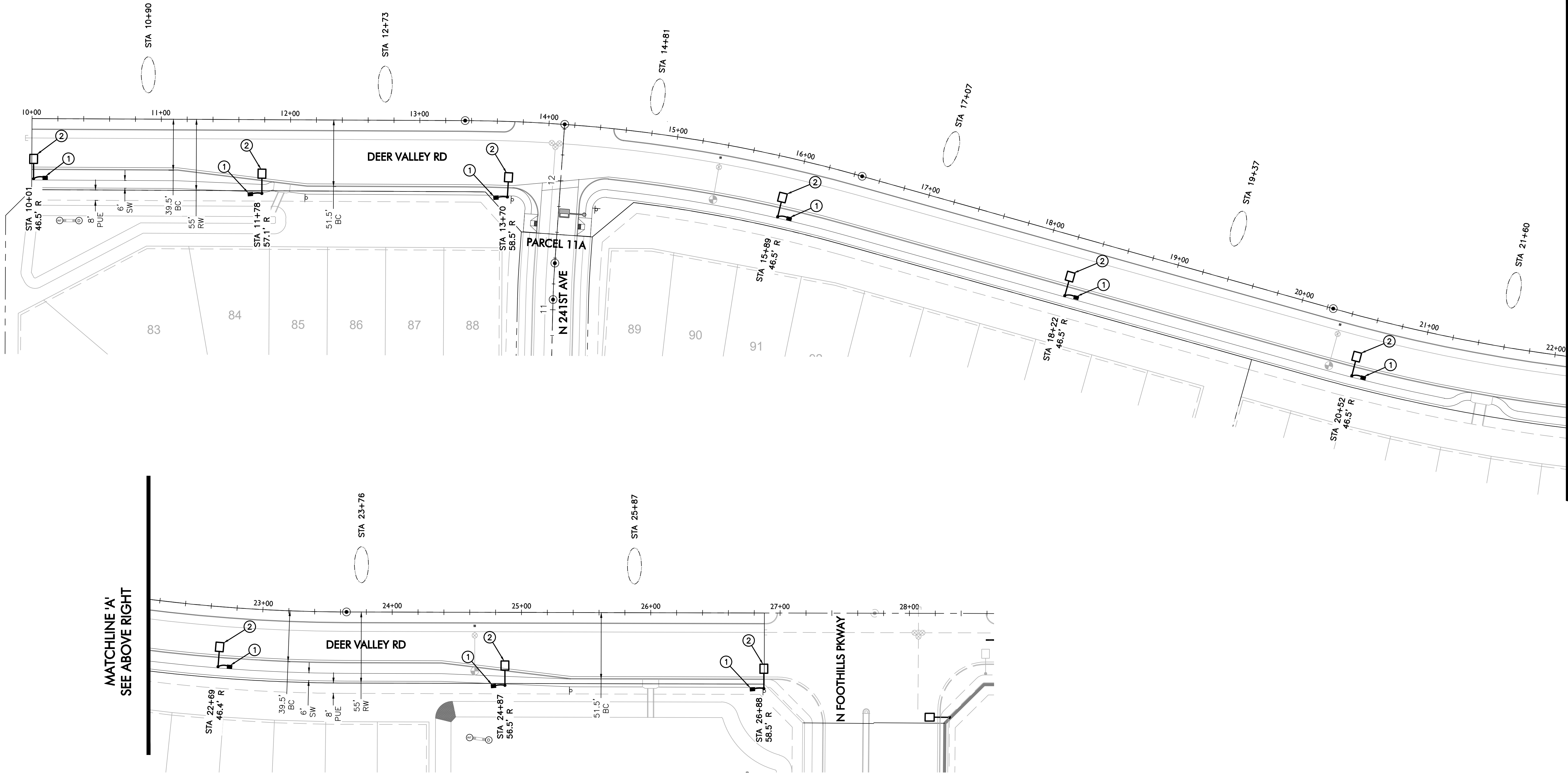
COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS	SL3

OWNER
LENNAR HOMES
1665 W. ALAMEDA DR., STE.130
TEMPE, ARIZONA 85282-3000
PHONE: (480) 316-4920
CONTACT: TYLER SHUTE
EMAIL: TYLER.SHUTE@LENNAR.COM

CIVIL ENGINEER
CVL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 285-4753
CONTACT: MATT OLSEN
EMAIL: M.OLSEN@CVL-CO.COM



KEY MAP
N.T.S.

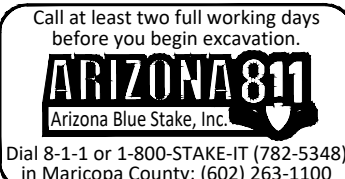
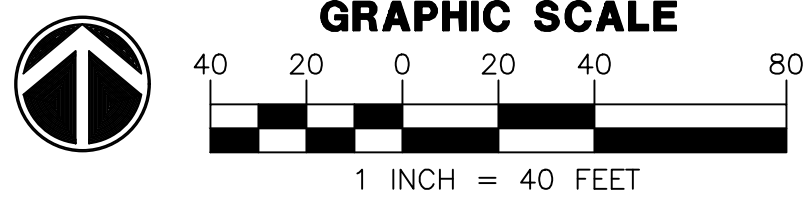


CONSTRUCTION NOTES

- 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 87W LED (10,500 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 38'-0" DIRECT BURIED POLE, 8" X 8" MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

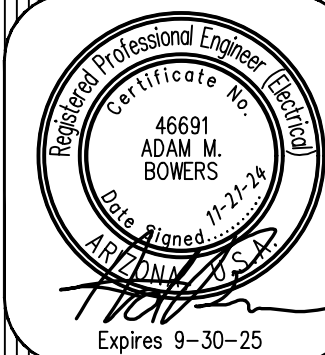
- 10,500 LUMEN LED STREET LIGHT, SQUARE POLE
- FUTURE STREET LIGHT
- STREET LIGHT PER ADJACENT PARCEL
- STREET LIGHT PER ADJACENT PARCEL
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT



MATCHLINE 'A'
SEE BELOW LEFT

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
DEER VALLEY PHASE 1C
STREET LIGHT PLAN

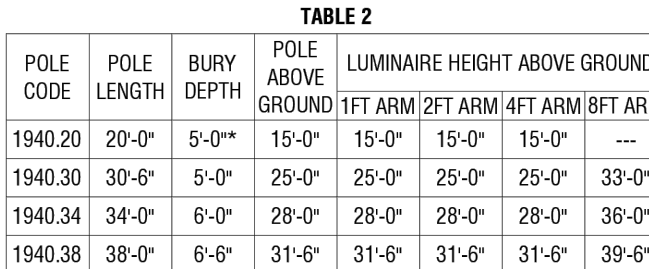
NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL2
OF 3

WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING DIVISION
165 EAST CHILTON DRIVE CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us



**LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY**

SH 1 OF 2

8030

- FOR PEDESTRIAN ONLY APPLICATIONS
SEE 8030.

SEE
TABLE 2

CODE	0000.01	0000.02	0000.03	0000.04	0000.05	0000.06	0000.07	0000.08	0000.09	0000.10	MATERIAL LIST	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	-	-	-	-	-	-	-	-	-	-	BRACKET STAIR SPL POLISHED	00092291
2	-	-	-	-	-	-	-	-	-	-	CAP STIL SQ-6 5/8" X 1" AN	00100836
3	-	-	-	-	-	-	-	-	-	-	CONDUIT 1" P-90 FLEX CORR	02000001
4	1	1	1	1	2	2	2	2	3	3	CONTROL PHOTO MULL BR-20	00073241
5	1	1	1	1	2	2	2	2	3	4	LUMINAIRE - SEE TABLE 1	
6	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" SQ X 1" DBL	00121564
7	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" SQ X 2" DBL	00088370
8	-	-	-	-	-	1	-	-	-	-	MAST ARM STL 3" SQ X 2" DBL	00371017
9	-	-	-	-	-	-	-	-	-	-	1 MAST ARM STL 3" SQ X 2" QD	00052665
10	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" SQ X 2" SQ	00371016
11	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" SQ X 2" DBL	00052664
12	-	-	-	-	-	1	-	-	-	-	MAST ARM STL 3" SQ X 4" DBL	00073267
13	-	-	-	1	-	-	-	-	-	-	MAST ARM STL 3" SQ X 4" SQ	00061738
14	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" SQ X 6" DBL	00371012
15	-	-	-	1	-	2	-	-	-	-	MAST ARM STL 3" SQ X 1" DBL	00092292
16	1	1	1	1	1	1	1	1	1	1	SIGN POLY OWNED BY APS	00050020

**LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POL
DIRECT BURY**

SH 2 OF 2

8030

** FOR EACH NEW 3,800 AND 7,600 LUMEN
FIXTURE, THE CONTRACTOR SHALL ADJUST THE
FIELD ADJUSTABLE MODULE TO POSITION 7 INSIDE
THE LUMINAIRE, AND THEN APPLY APPROPRIATE
STICKER LABEL TO OUTSIDE OF LUMINAIRE.

SURPRISE FOOTHILLS
PARCEL 9
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.

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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.

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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.
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CITY OF SURPRISE APPROVAL

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CITY OF SURPRISE ENGINEER

DATE

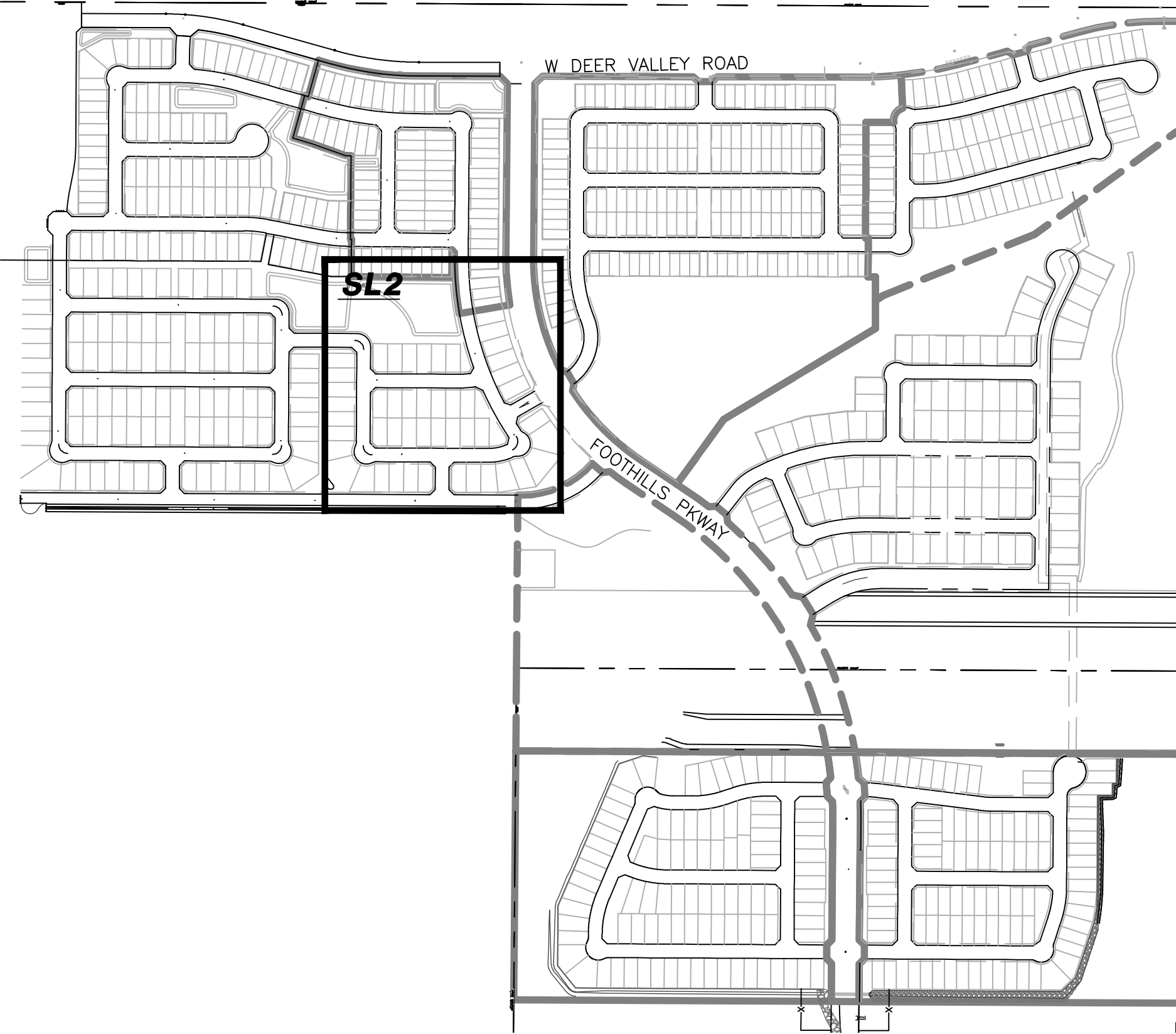
STREET LIGHTING (APS AREA)														
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE						
					POLE	HEIGHT		FOUNDATION	SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE
①		LOCAL	PER PLANS	29	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,900	36 W	TYPE 2	PER APS	LED	ARCHITECTURAL DARK BRONZE

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

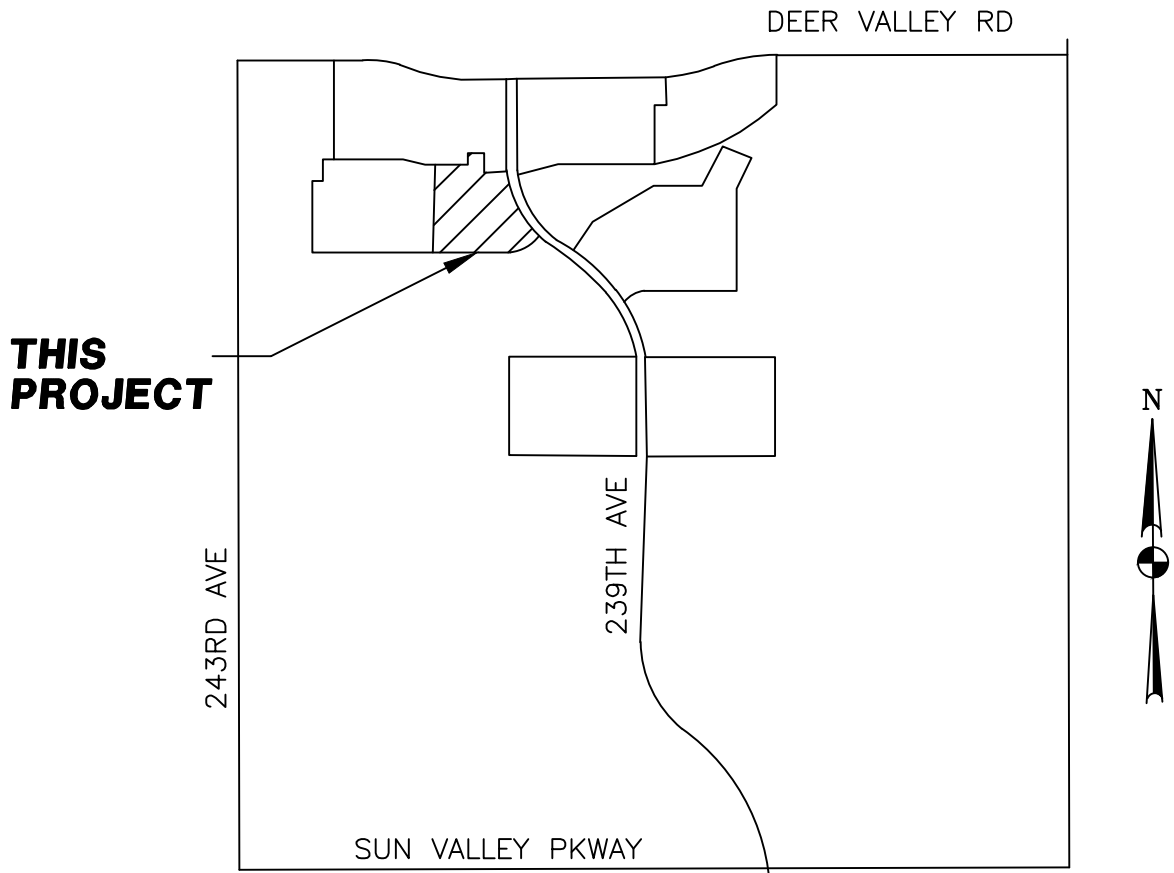
LED TECHNOLOGY IS CHANGING RAPIDLY. THE FIXTURES SHOWN ON THESE PLANS MAY NOT BE APPLICABLE AT TIME OF CONSTRUCTION. CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.



UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	6/5/2024
CENTURY LINK	6/5/2024
COX COMMUNICATIONS	6/5/2024
SOUTHWEST GAS	6/5/2024
CITY OF SURPRISE	6/5/2024

POWER CONDUIT NOTE

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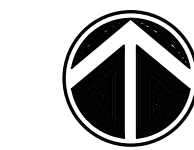
VICINITY MAP
N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS	SL3

OWNER
LENNAR HOMES
1665 W. ALAMEDA DR., STE.130
TEMPE, ARIZONA 85282-3000
PHONE: (480) 316-4920
CONTACT: TYLER SHUTE
EMAIL: TYLER.SHUTE@LENNAR.COM

CIVIL ENGINEER
CVL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 285-4753
CONTACT: MATT OLSEN
EMAIL: M.OLSEN@CVL.CO



KEY MAP
N.T.S.

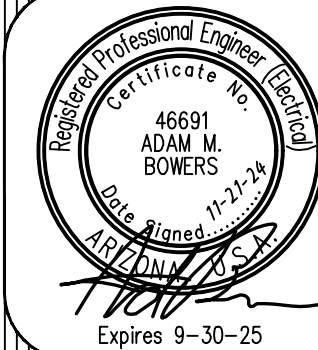
WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING DIVISION
165 EAST CHILTON DRIVE, CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

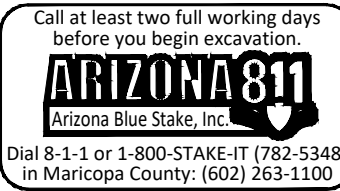
SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 9
STREET LIGHT COVER SHEET

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)

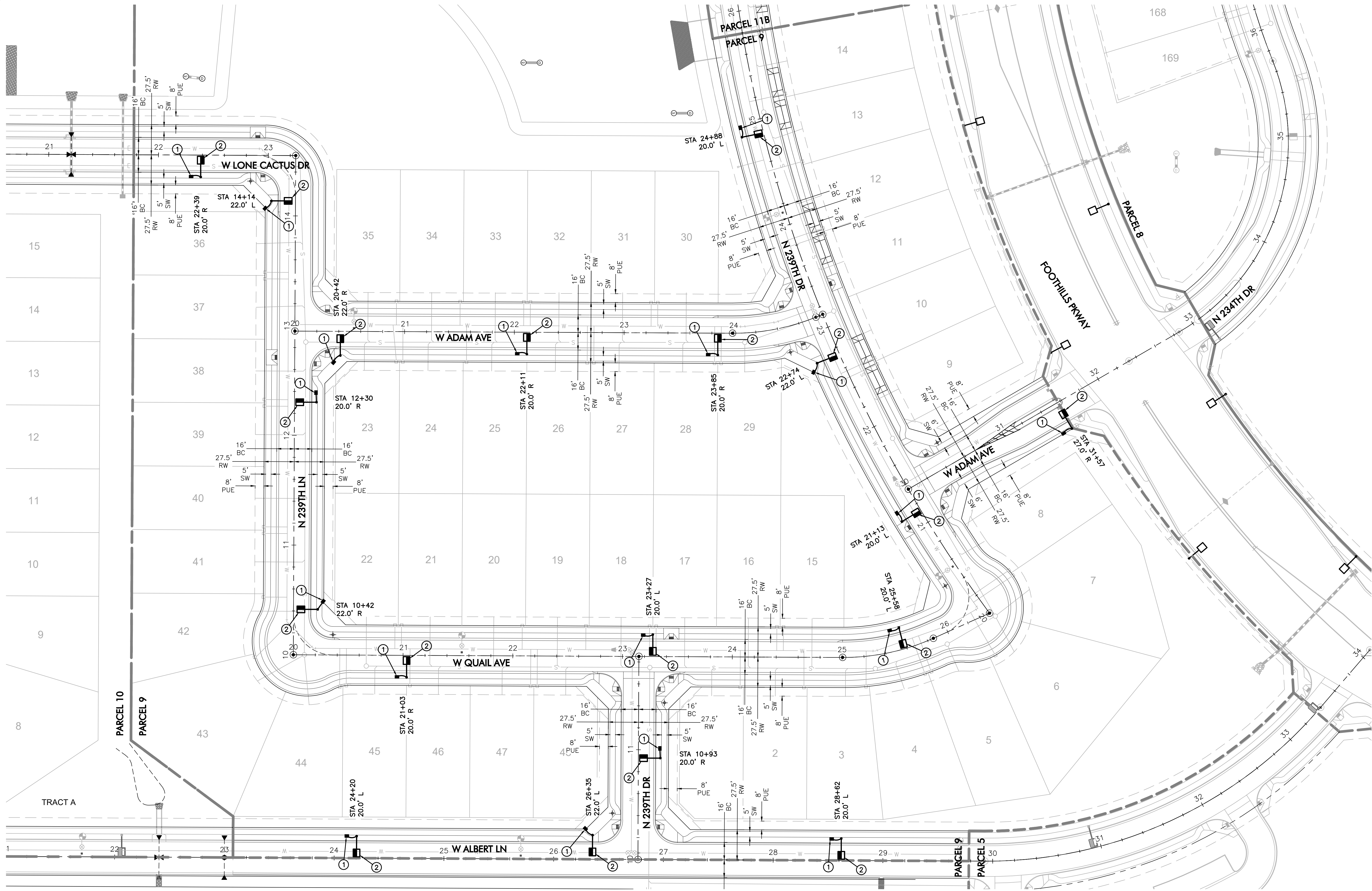


DRAWING NO:

SL1
OF 3



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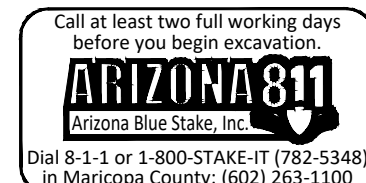
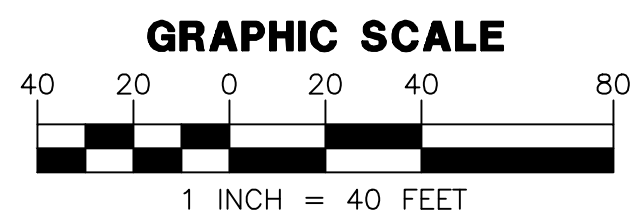


CONSTRUCTION NOTES

- INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- 36W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCCELL, 30"-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL3). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- STREET LIGHT PER ADJACENT PARCEL
- STREET LIGHT PER ADJACENT PARCEL
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT



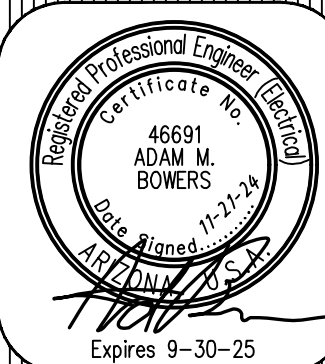
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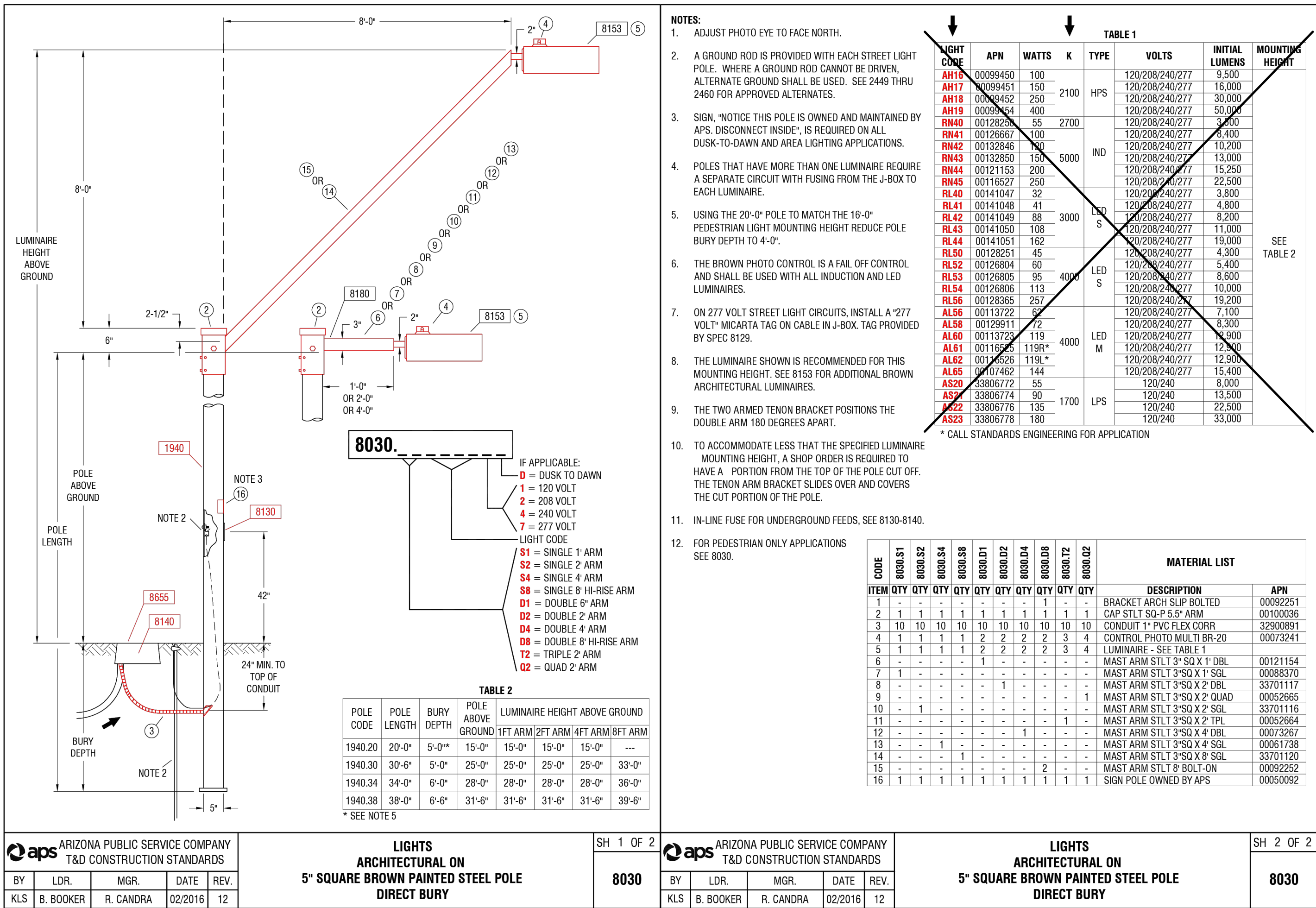
PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 9
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL2
OF 3



SURPRISE FOOTHILLS
PARCEL 10
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 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).
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CITY OF SURPRISE ENGINEER

DATE

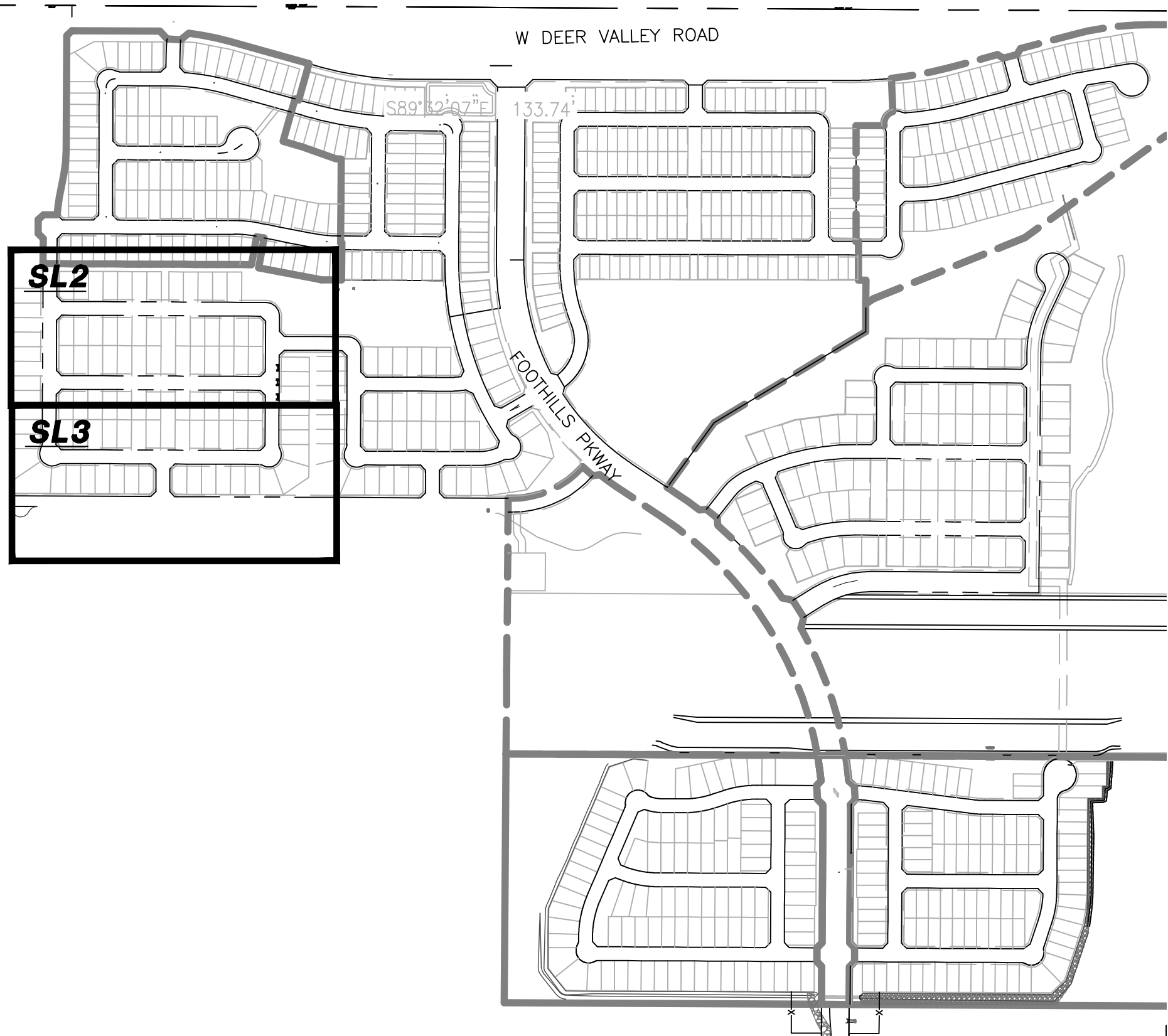
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①		LOCAL	PER PLANS	29	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,900	36 W	TYPE 2	PER APS	LED ARCHITECTURAL DARK BRONZE

NOTE

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LED NOTE

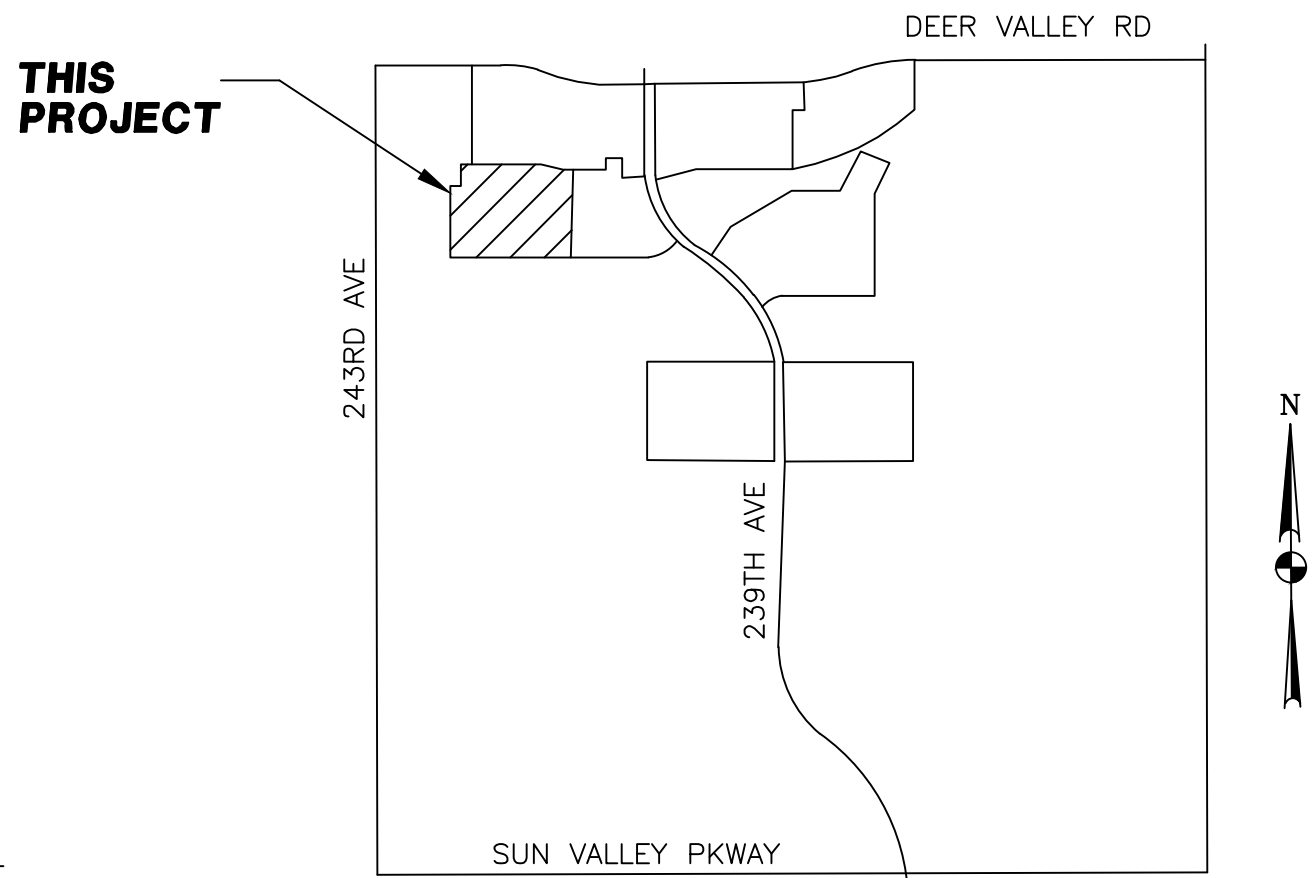
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UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	6/5/2024
CENTURY LINK	6/5/2024
COX COMMUNICATIONS	6/5/2024
SOUTHWEST GAS	6/5/2024
CITY OF SURPRISE	6/5/2024

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VICINITY MAP
N.T.S.

SHEET INDEX

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



KEY MAP
N.T.S.

WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

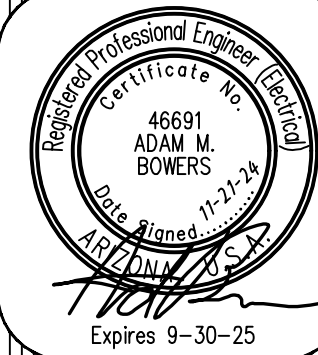
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165 EAST CHILTON DRIVE, CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 10

STREET LIGHT COVER SHEET

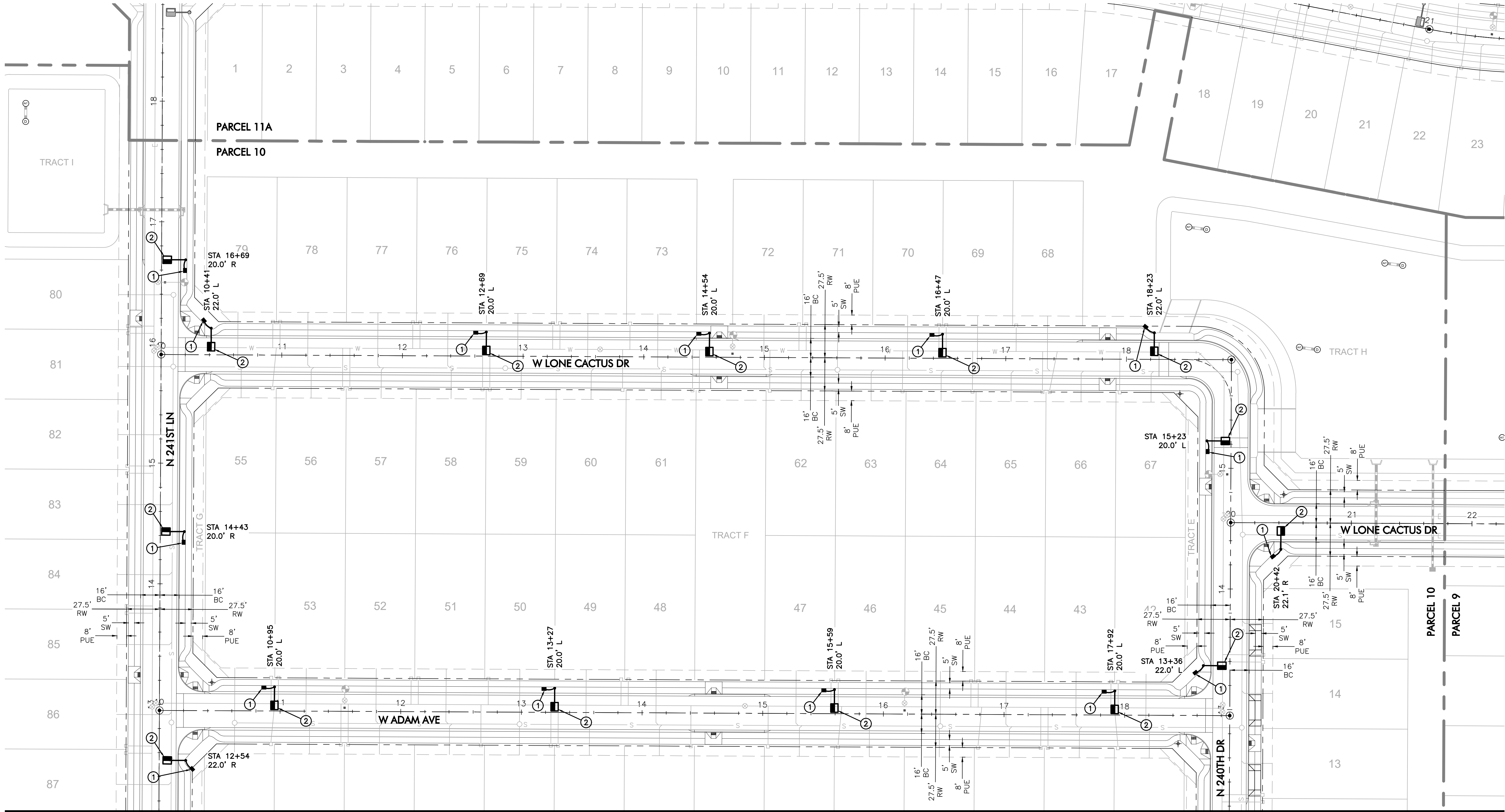
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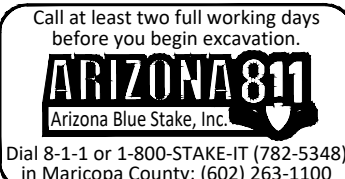
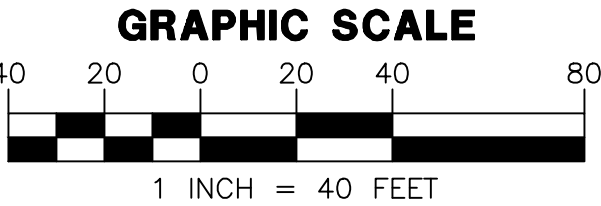
MATCHLINE 'A'
SEE SHEET SL3

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. 36W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30"-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL4). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- STREET LIGHT PER ADJACENT PARCEL
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT



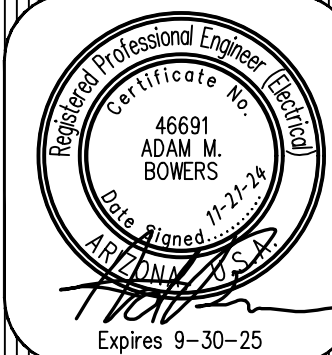
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PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 10
STREET LIGHT PLAN

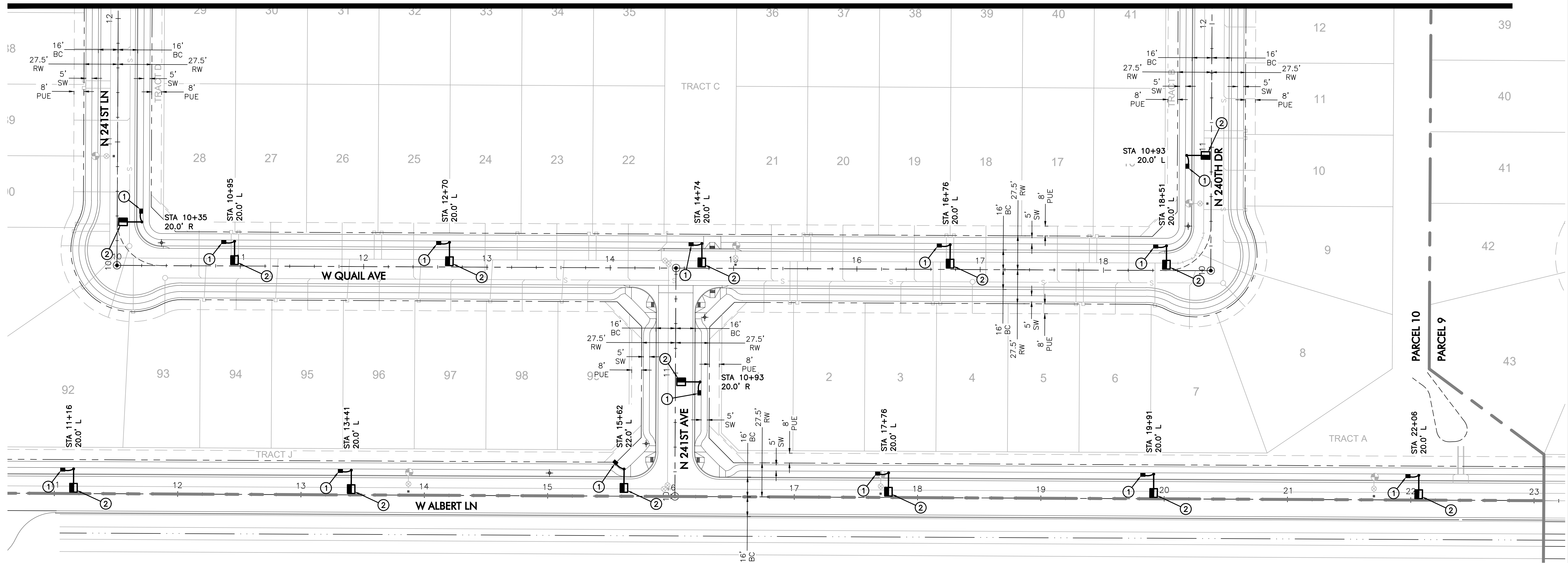
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MATCHLINE 'A'
SEE SHEET SL2

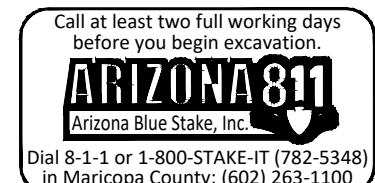
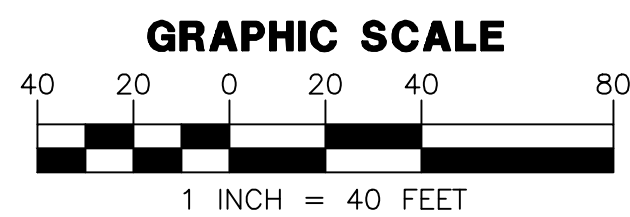


LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- STREET LIGHT PER ADJACENT PARCEL
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

CONSTRUCTION NOTES

- INSTALL APS PULL BOX NEXT TO POLE. 1" CONDUIT WITH (2) #14 TYPE THHN/THWN & (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS & SPECIFICATIONS.
- 36W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30"-6" DIRECT BURIED POLE, 2" MAST ARM PER APS DETAIL 8030 (SEE SHEET SL4). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.



WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING DIVISION
165 EAST CHILTON DRIVE CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
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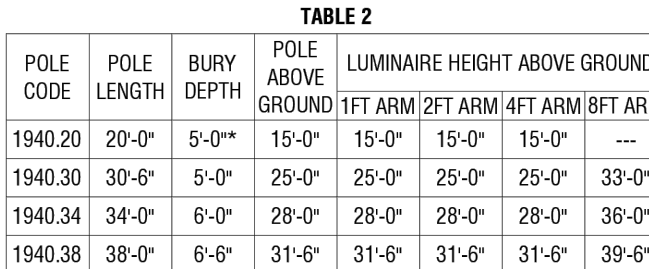
PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 10
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)



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**LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY**

SH 1 OF 2
8030

- | MATERIAL LIST | | | | | | | | | | | | | | | | | | |
|---------------|-----|---------|-----|---------|-----|---------|-----|---------|-----|---------|-----|---------|-----|---------|-----|-----|-------------------------------|----------|
| 8303.54 | | 8303.58 | | 8303.01 | | 8303.02 | | 8303.04 | | 8303.08 | | 8303.72 | | 8303.72 | | APN | | |
| QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | |
| | | | | | | | | | | | | | | | | | BRACKET ARCH S/D DESCRIPTION | 00092721 |
| | | | | | | | | | | | | | | | | | CR ST 1/2" PL-1 | 00110608 |
| 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | CONDUT 1" PVC FLEX CORR | 32300891 |
| 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | PHOTO PROT MULTI BR-20 | 00073241 |
| 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | LUMINIRE - SEE TABLE | |
| | | | | | | | | | | | | | | | | | MAST ARM STL 3" SQX 1" OBL | 00121554 |
| | | | | | | | | | | | | | | | | | MAST ARM STL 1" SQX 1" STL | 00088370 |
| | | | | | | | | | | | | | | | | | MAST ARM STL 3" SQX 2" OBL | 33701171 |
| | | | | | | | | | | | | | | | | | MAST ARM STL 3" SQX 4" OBL | 00052485 |
| | | | | | | | | | | | | | | | | | MAST ARM STL 3" SQX 4" TPL | 33701116 |
| | | | | | | | | | | | | | | | | | MAST ARM STL 3" SQX 4" TPL | 00052664 |
| | | | | | | | | | | | | | | | | | MAST ARM STL 3" SQX 4" OBL | 00073297 |
| | | | | | | | | | | | | | | | | | MAST ARM STL 3" SQX 4" OBL | 00061738 |
| | | | | | | | | | | | | | | | | | MAST ARM STL 3" SQX 6" OBL | 33701120 |
| | | | | | | | | | | | | | | | | | MAST ARM STL 3" SQX 6" OBL | 00059252 |
| | | | | | | | | | | | | | | | | | MAST ARM STL 3" SQX 6" OBL ON | 33701120 |
| | | | | | | | | | | | | | | | | | SIEN PLACE OWNED BY APN | 00050092 |

**LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY**

SH 2 OF 2

TABLE 1									
LIGHT CIRCUIT	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT		
AMH0	000940540	150			120V	208/240/277			
AMH7	0009451	100	2100	HPS	120V	208/240/277	15,000		
AMH8	0009455	250			120V	208/240/277	30,000		
AMH11	0009456	250			120V	208/240/277	30,000		
AMH12	0012825	55	2700		120V	208/240/277	8,500		
AMH41	0012667	100			120V	208/240/277	4,000		
AMH42	0012668	100			120V	208/240/277	4,000		
AMH43	0012680	1500	5000	IND	120V	208/240/277	13,000		
AMH44	0012813	200			120V	208/240/277	15,250		
AMH45	0016527	200			120V	208/240/277	22,500		
RL1	0014140	32	32		120V	208/240/277	4,800		
RL2	0014104	41			120V	208/240/277	4,800		
RL4	0014104	88			120V	208/240/277	8,200		
RL43	0014105	162	3000	LED	120V	208/240/277	14,000		
RL44	0014105	162			120V	208/240/277	19,000		
RL5	0018251	45			120V	208/240/277	4,300		
RL51	0018254	60			120V	208/240/277	5,800		
RL53	0012605	95		LED	120V	208/240/277	8,600		
RL54	0012608	119			120V	208/240/277	10,000		
RL56	0013722	72			120V	208/240/277	1,000		
AL56	0013722	72			120V	208/240/277	1,100		
AL58	0012991	72			120V	208/240/277	3,300		
AL60	0013732	100			120V	208/240/277	12,000		
AL61	0013736	118W	4000	LED	120V	208/240/277	12,900		
AL62	0013738	118W		M	120V	208/240/277	12,900		
AL63	0013738	118W			120V	208/240/277	12,900		
AL65	0017462	144			120V	208/240/277	15,400		
AL67	0017462	144			120V	208/240/277	8,000		
AL68	3380674	170	1700	LPS	120V	240	13,500		
AL67	3380676	135			120V	240	22,500		
AL63	3380678	180			120V	240	33,000		

* CALL STANDARD'S ENGINEERING FOR APPLICATION

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

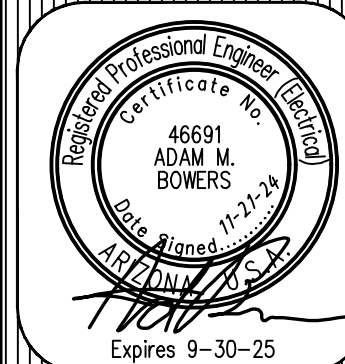
** FOR EACH NEW 3,800 AND 7,600 LUMEN
FIXTURE, THE CONTRACTOR SHALL ADJUST THE
FIELD ADJUSTABLE MODULE TO POSITION 7 INSIDE
THE LUMINAIRE, AND THEN APPLY APPROPRIATE
STICKER LABEL TO OUTSIDE OF LUMINAIRE.

WRIGHT
engineering corporation

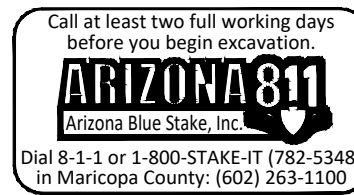
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www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 10

[illegible]

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SURPRISE FOOTHILLS

PARCEL 11A

STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

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

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

5.01 GENERAL:

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

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

5.02 WORKING / "AS BUILT" PLANS:

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

5.03 LIGHT POLES:

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

5.04 EMBEDMENT:

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

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

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

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

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

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

5.08 PULL BOXES:

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

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

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

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

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

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

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

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

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

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

GENERAL ENGINEERING NOTES:

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

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

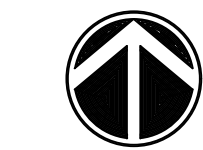
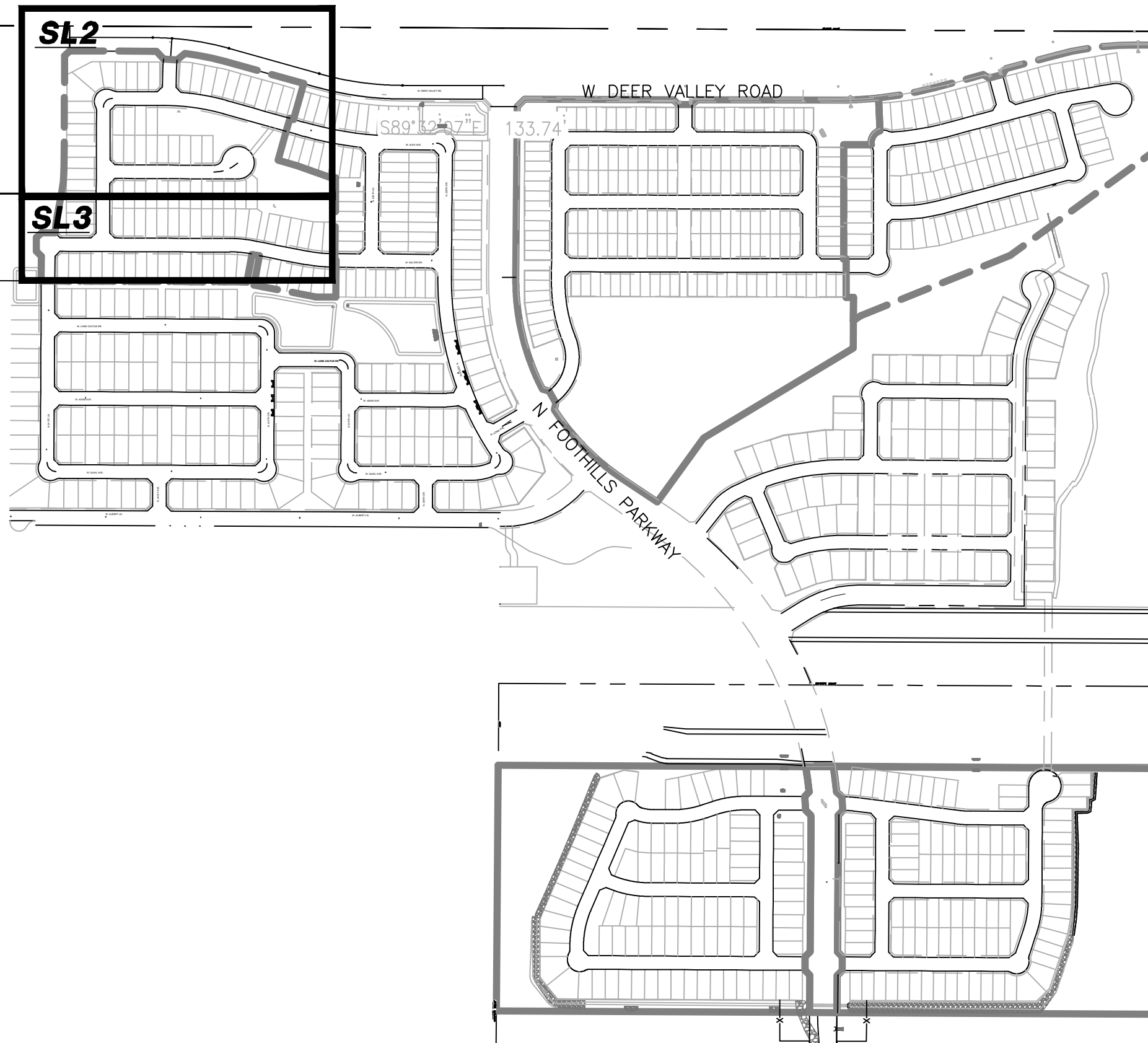
STREET LIGHTING (APS AREA)													
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE					
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	STYLE
①		LOCAL	PER PLANS	19	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,900	36 W	TYPE 2	PER APS	ARCHITECTURAL DARK BRONZE

NOTE

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

LED NOTE

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

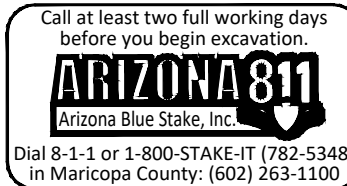


KEY MAP

N.T.S.

POWER CONDUIT NOTE

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



WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

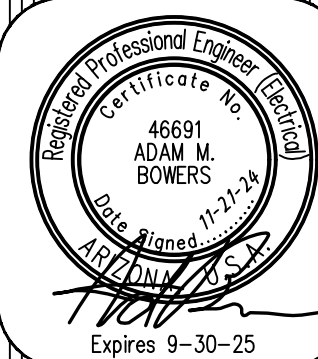
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www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 11A

STREET LIGHT COVER SHEET

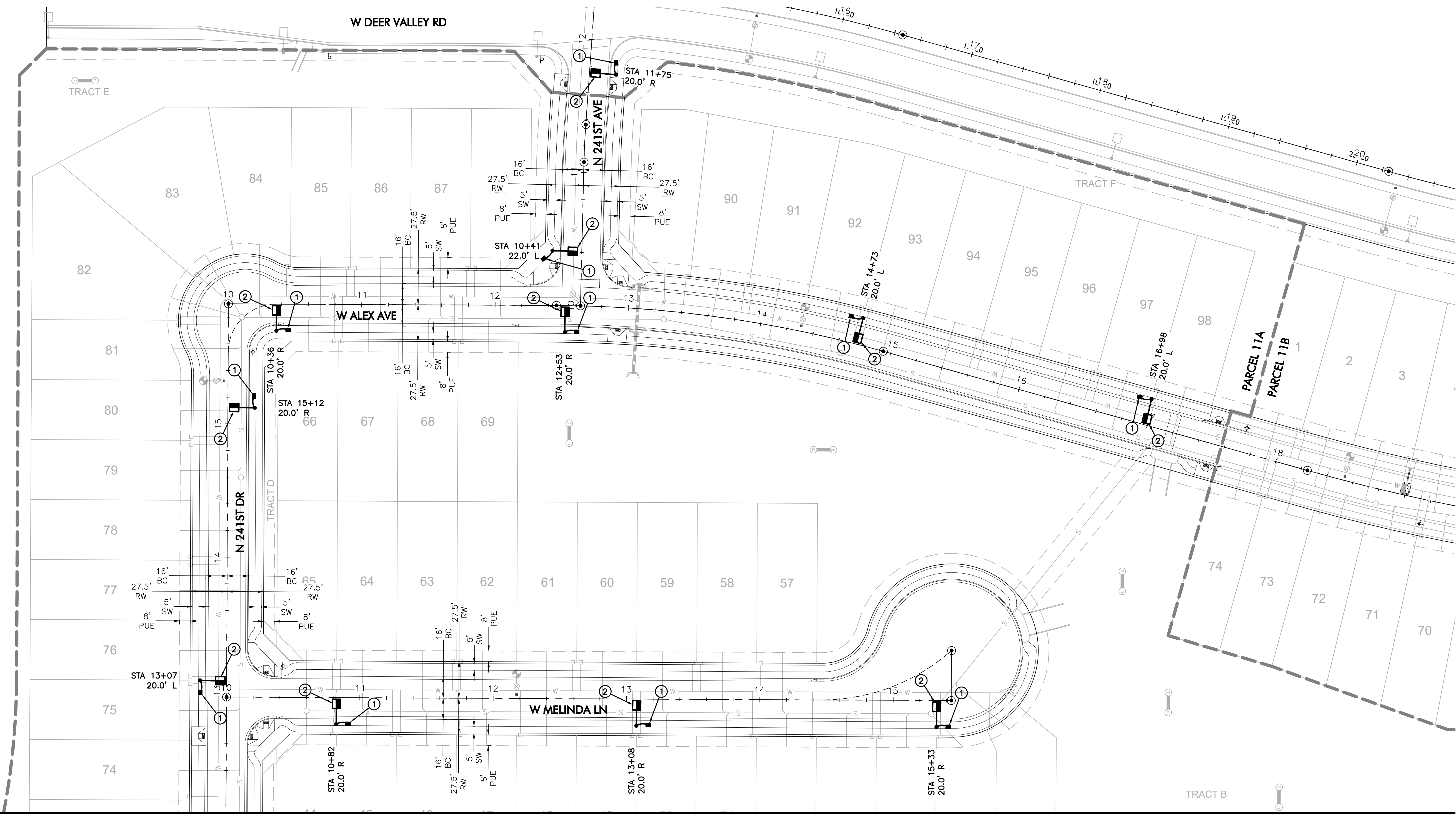
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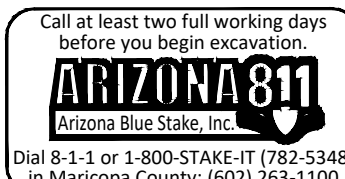
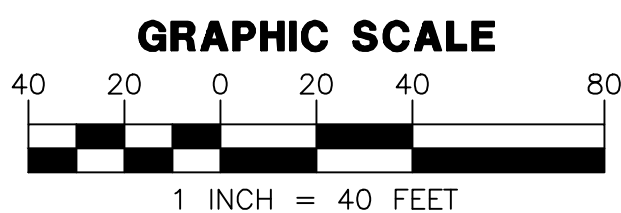
CONSTRUCTION NOTES

- 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) 36W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCELL, 30'-6" DIRECT BURIED POLE, 2' MAST ARM PER APS DETAIL 8030 (SEE SHEET SL4). (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. WIRING, FUSING, & GROUNDING PER APS DETAILS & SPECIFICATIONS.

LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
- STREET LIGHT PER ADJACENT PARCEL
- STREET LIGHT PER ADJACENT PARCEL
- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

MATCHLINE 'A'
SEE SHEET SL3



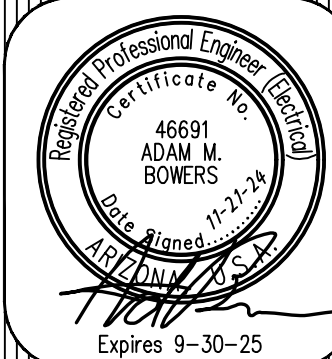
WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING DESIGN
165 EAST CHILTON DRIVE CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

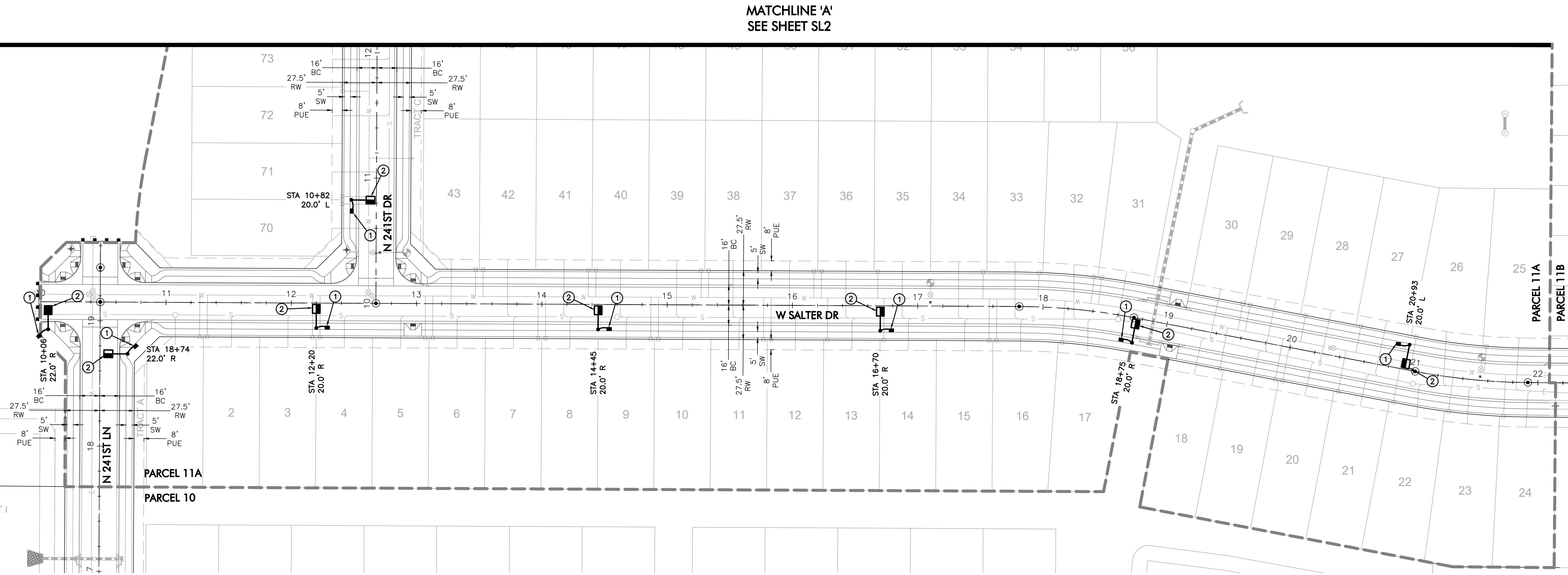
SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 11A
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL2
OF 4

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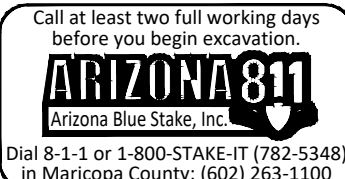
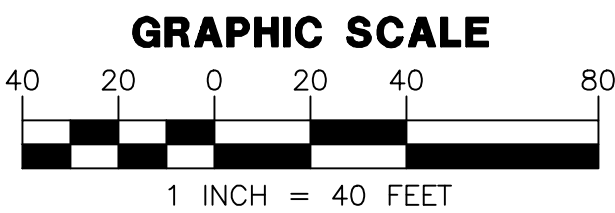


CONSTRUCTION NOTES

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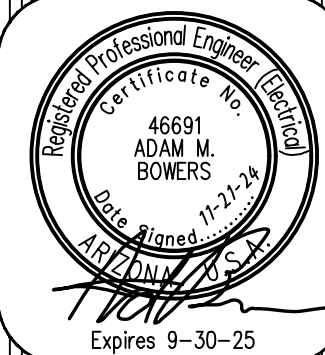
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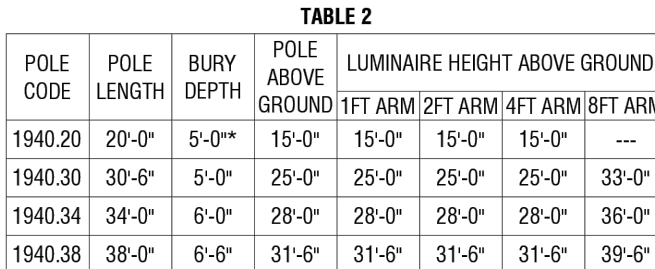
PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 11A
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL3
OF 4



**LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY**

SH 1 OF 2
8030

- | MATERIAL LIST | | | | | | | | | | | |
|---------------|---------|---------|---------|---------|---------|---------|---------|-----|-----|-----------------------------|----------|
| QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | QTY | DESCRIPTION | APN |
| 0303.54 | 0303.59 | 0303.01 | 0303.02 | 0303.04 | 0303.08 | 0303.72 | 0303.02 | | | CRACK STYL SPL POLIED | 00692251 |
| | | | | | | | | | | BAY STYL 3.5"X 6" TBL | 00120608 |
| 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | | | CONDUIT 1" PVC/C FLEXI CD | 32300891 |
| 1 | 1 | 2 | 2 | 2 | 2 | 3 | | | | PHOTO. PHOTO MULTI BR-20 | 00073241 |
| 1 | 1 | 2 | 2 | 2 | 2 | 3 | | | | LUMINAIRE - SEE TABL | |
| | | | | | | | | | | MAST ARM STL 1"X 3"X 1" TBL | 00121154 |
| | | | | | | | | | | MAST ARM STL 1"X 3"X 1" TBL | 00088370 |
| | | | | | | | | | | MAST ARM STL 3"X 3"X 8" TBL | 33701171 |
| | | | | | | | | | | MAST ARM STL 3"X 3"X 8" TBL | 00052965 |
| | | | | | | | | | | MAST ARM STL 3"X 3"X 8" TBL | 33701116 |
| | | | | | | | | | | MAST ARM STL 3"X 3"X 8" TPL | 00056264 |
| | | | | | | | | | | MAST ARM STL 3"X 3"X 8" TBL | 00105767 |
| 1 | | | | | | | | | | MAST ARM STL 3"X 3"X 4" TBL | 00061738 |
| | | | | | | | | | | MAST ARM STL 3"X 3"X 8" STL | 33701120 |
| | | | | | | | | | | MAST ARM STL 3"X 3"X 8" STL | 00052952 |
| 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | SIEN. POLE OWNED BY APS | 00050092 |

**LIGHTS
ARCHITECTURAL ON
5" SQUARE BROWN PAINTED STEEL POLE
DIRECT BURY**

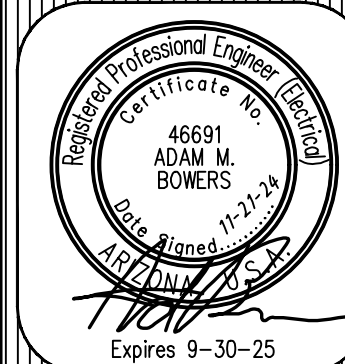
SH 2 OF 2

SEE
TABLE 2

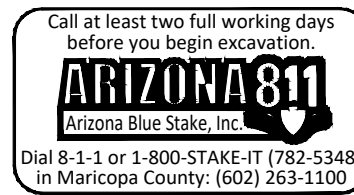
** FOR EACH NEW 3,800 AND 7,600 LUMEN
FIXTURE, THE CONTRACTOR SHALL ADJUST THE
FIELD ADJUSTABLE MODULE TO POSITION 7 INSIDE
THE LUMINAIRE, AND THEN APPLY APPROPRIATE
STICKER LABEL TO OUTSIDE OF LUMINAIRE.

PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 11A

[illegible]

DRAWING NO:
SL4
OF 4



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SURPRISE FOOTHILLS

PARCEL 11B

STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

THE FOLLOWING INFORMATION IS PROVIDED TO EMPHASIZE CRITICAL WORK AND IS INTENDED TO SUPPLEMENT THE SPECIFICATIONS. SHOULD THERE BE A CONFLICT WITH THE SPECIFICATIONS, THIS DOCUMENT SHALL TAKE PRECEDENCE.

ALTERNATES SHALL BE PRE-APPROVED BY THE CITY ENGINEERING MANAGER. APPROVAL OF ALTERNATE PRODUCTS SHALL BE ON AN EQUAL BASIS WITH THE PRODUCT SPECIFIED AND SHALL BE SUBMITTED A MINIMUM OF TEN (10) DAYS PRIOR TO BID OPENING. STRUCTURAL CALCULATIONS SHALL BE FURNISHED FOR ALTERNATE PRODUCTS AND CERTIFIED BY A STRUCTURAL ENGINEER, REGISTERED IN THE STATE OF ARIZONA. LUMINAIRES AND LAMPS SHALL MEET OR EXCEED THE PHOTOMETRIC, ELECTRICAL, AND MECHANICAL REQUIREMENTS FOR THE SPECIFIED PRODUCTS.

THE CONTRACTOR SHALL COMPLY WITH STATE AND CITY STATUTES, AND MANUFACTURER'S RECOMMENDATIONS.

THE SUBMITTAL PACKAGE SHALL CONSIST OF THREE (3) COPIES OF EQUIPMENT/MATERIAL TO BE INSTALLED AND SHALL BE BOUND/STAPLED IN A FOLDER AND SUBMITTED AT THE TIME OF PERMIT APPLICATION.

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

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

5.01 GENERAL:

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

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

5.02 WORKING / "AS BUILT" PLANS:

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

5.03 LIGHT POLES:

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

5.04 EMBEDMENT:

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

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

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

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

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

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

5.08 PULL BOXES:

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

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

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

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

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

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

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

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

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

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

GENERAL ENGINEERING NOTES:

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

CITY OF SURPRISE APPROVAL

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

CITY OF SURPRISE ENGINEER

DATE

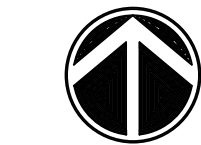
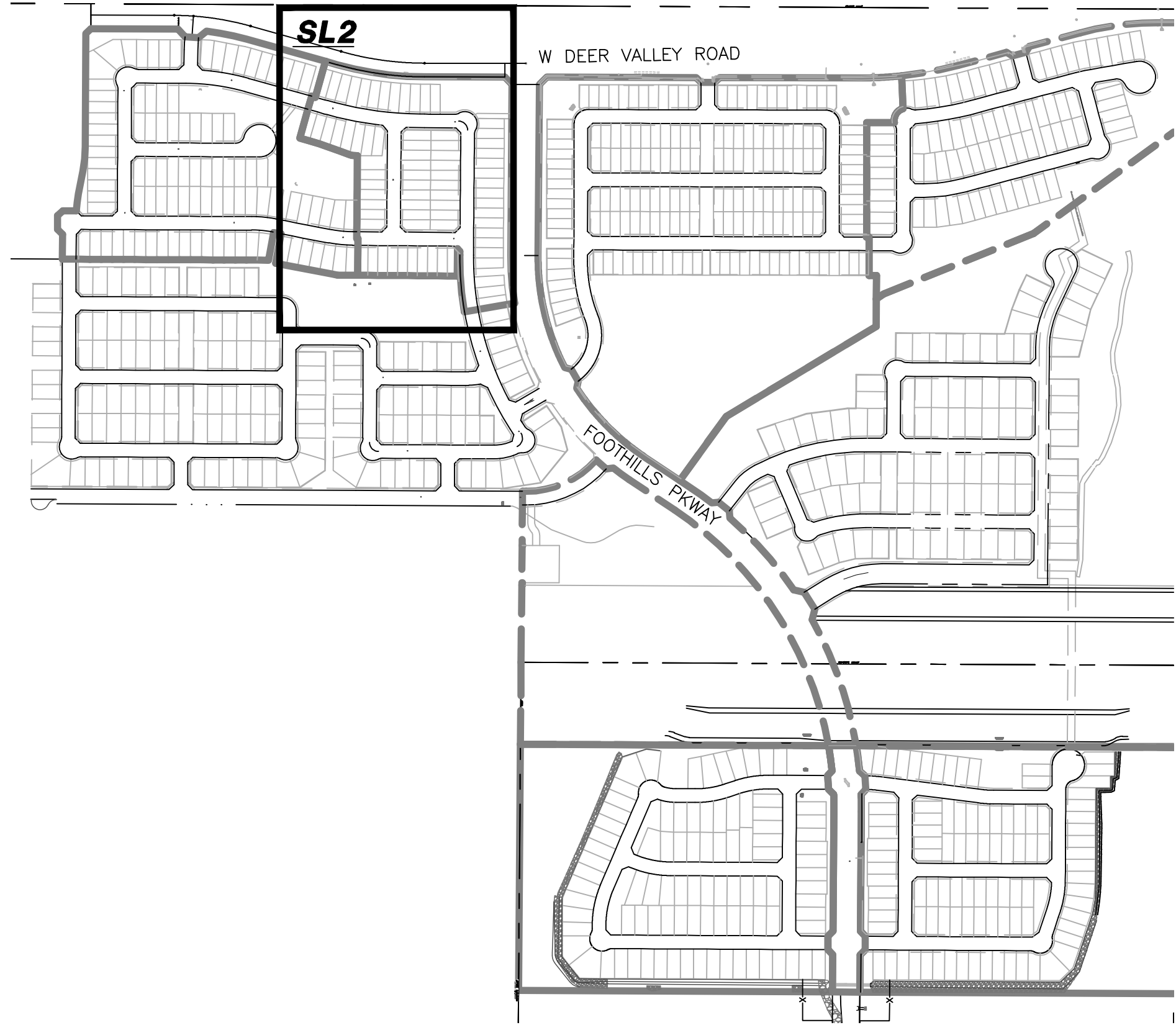
STREET LIGHTING (APS AREA)													
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE					
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	STYLE
①		LOCAL	PER PLANS	11	30'-6"	DIRECT BURY	2'-0"	25'-0"	4,900	36 W	TYPE 2	PER APS	ARCHITECTURAL DARK BRONZE

NOTE

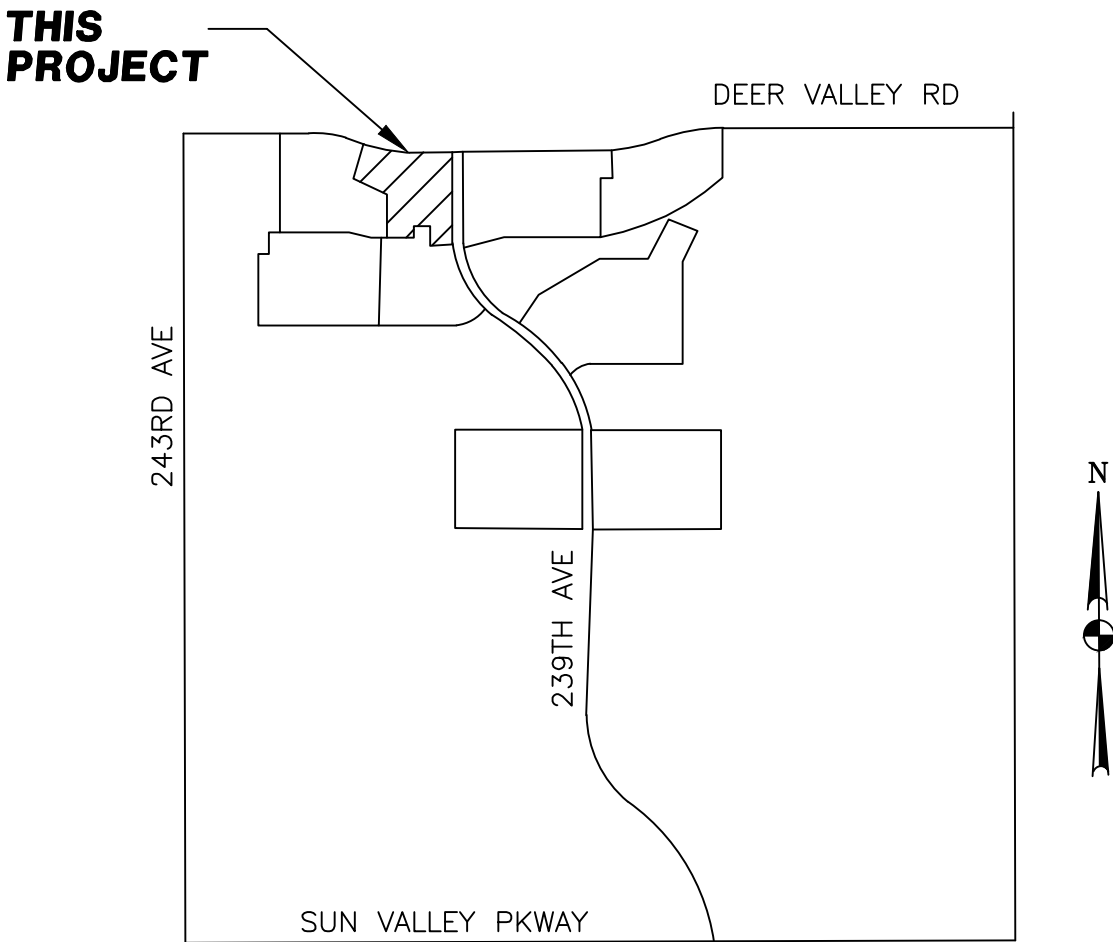
- ENSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.
- THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS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

LED NOTE

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



KEY MAP
N.T.S.



VICINITY MAP
N.T.S.

SHEET INDEX

COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT DETAILS	SL3

OWNER
LENNAR HOMES
1665 W. ALAMEDA DR., STE.130
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PHONE: (480) 316-4920
CONTACT: TYLER SHUTE
EMAIL: TYLER.SHUTE@LENNAR.COM

CIVIL ENGINEER
CVL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 285-4753
CONTACT: MATT OLSEN
EMAIL: M.OLSEN@CVL.CO

POWER CONDUIT NOTE

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

WRIGHT ENGINEERING
PROJECT NO:

23472

DESIGN BY: BDS

DRAWN BY: BDS

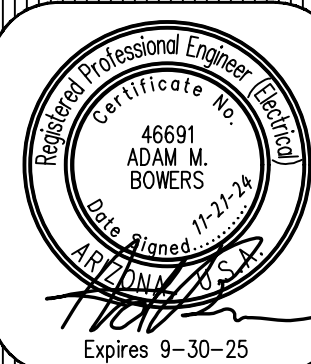
CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING DIVISION
165 EAST CHILTON DRIVE, CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 11B
STREET LIGHT COVER SHEET

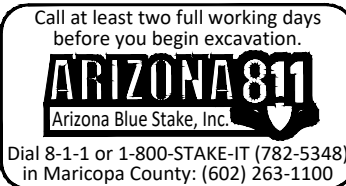
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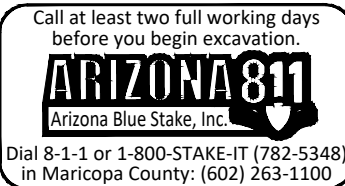
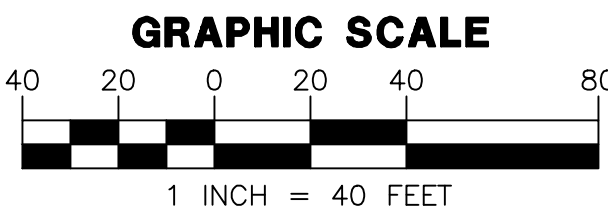


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LEGEND

- 4,900 LUMEN LED STREET LIGHT, SQUARE POLE
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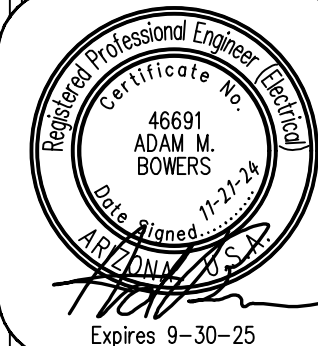
WRIGHT ENGINEERING
PROJECT NO:
23472
DESIGN BY: BDS
DRAWN BY: BDS
CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING DIVISION
165 EAST CHILTON DRIVE, CHANDLER, ARIZONA 85225
PHONE 480.497.5825 • FAX 480.497.5807
www.wrightengineering.us

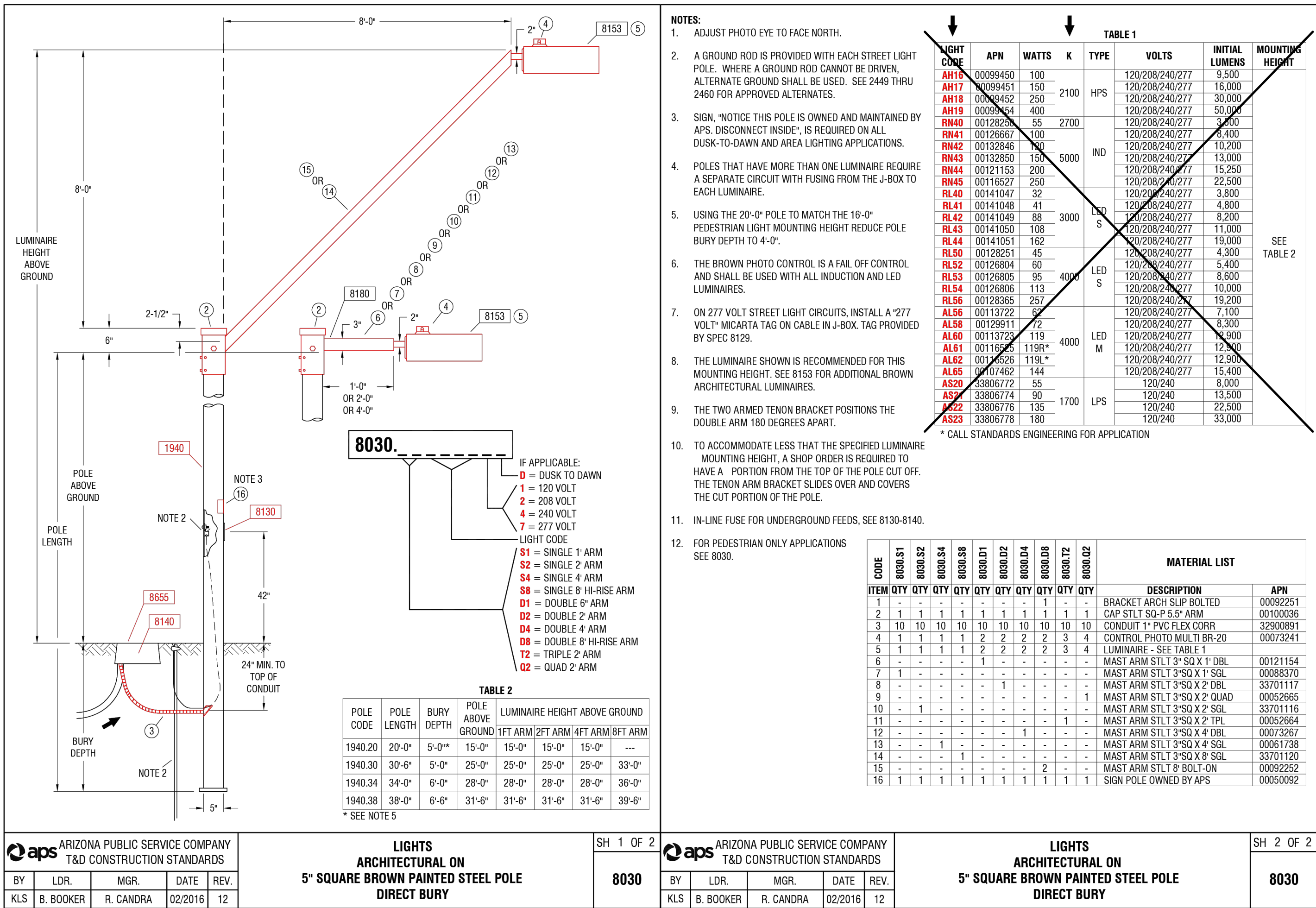
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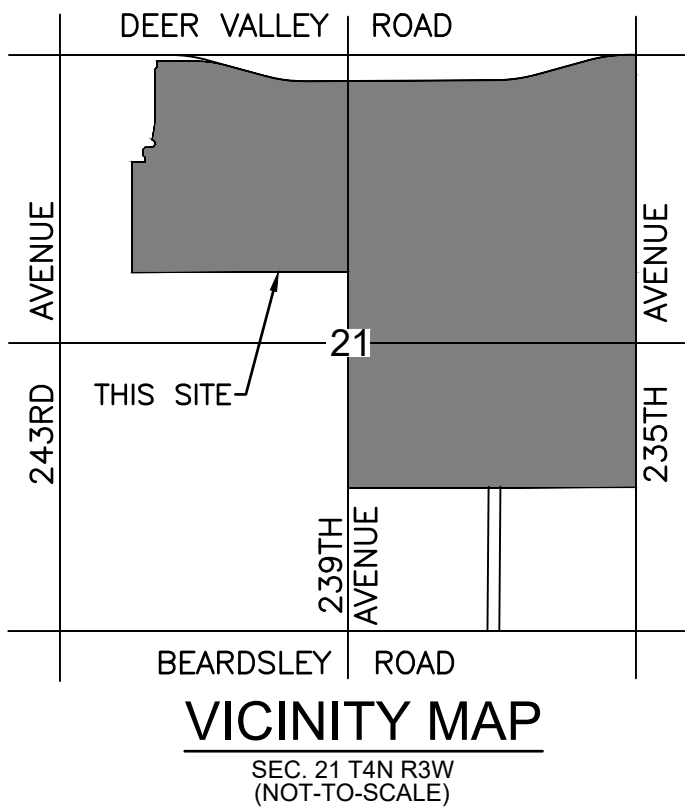
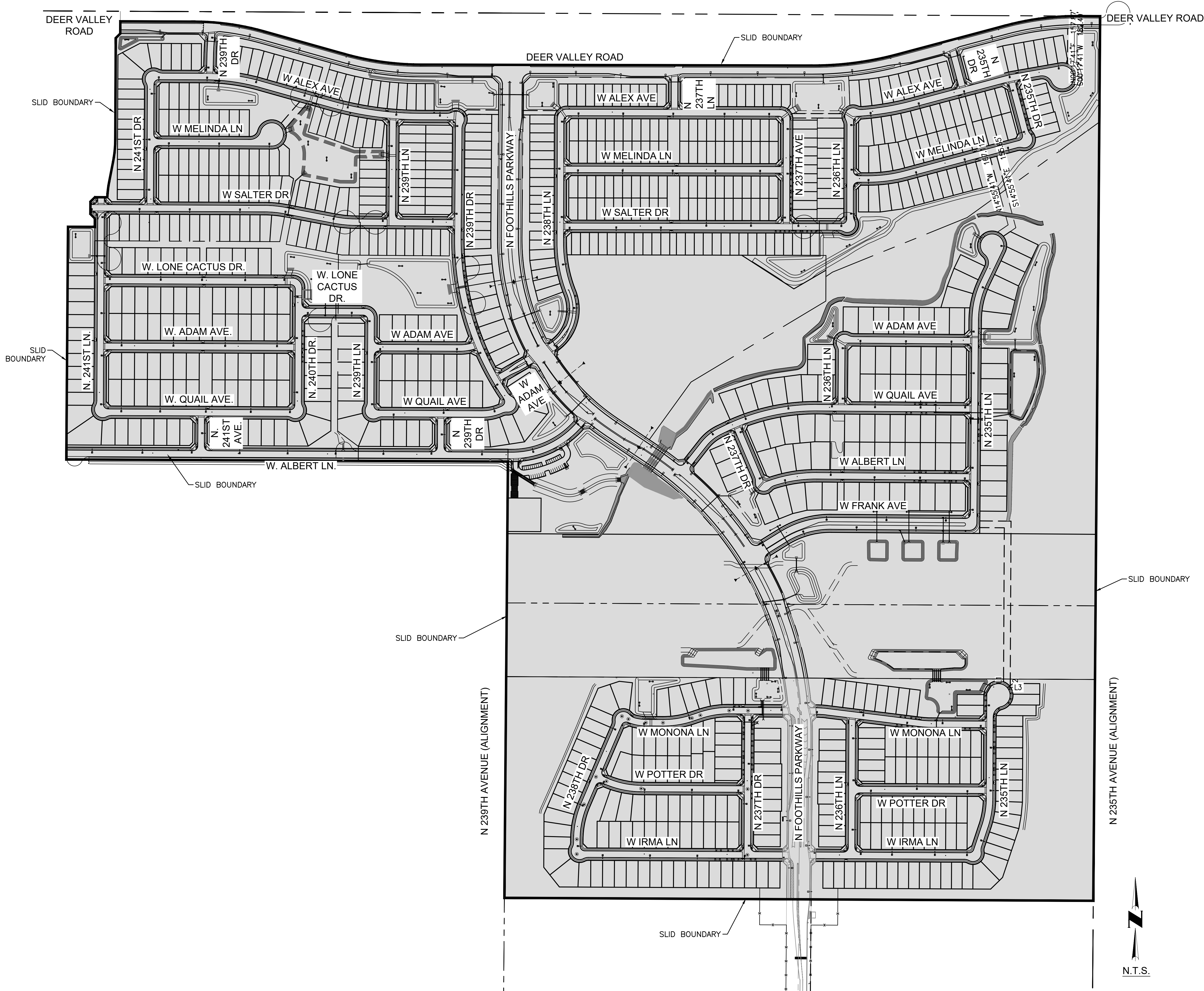
SURPRISE, ARIZONA
SURPRISE FOOTHILLS
PARCEL 11B
STREET LIGHT PLAN

NO. DATE SUBMITTALS/REVISIONS (DESCRIPTIONS)



DRAWING NO:
SL2
OF 3





STREET LIGHTS

- LOCAL STREET LIGHT POLE (PROPOSED)
 - 198 POLES (ESTIMATED)
 - ACTUAL POLE NUMBERS MAY VARY $\pm 10\%$
- COLLECTOR STREET LIGHT POLE (PROPOSED)
 - 63 POLES (ESTIMATED)
 - ACTUAL POLE NUMBERS MAY VARY $\pm 10\%$

SLID BOUNDARY

SLID OVERALL EXHIBIT

SURPRISE FOOTHILLS
PHASE 1A, 1B, & 1C
CITY OF SURPRISE, ARIZONA



CVL Contact: M. OLSEN
CVL Project #: 1-01-0407801

EXHIBIT

SHEET
1 OF 1



Coe & Van Loo Consultants, Inc.

DATE

REVISION

NO.





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025
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
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Agenda Wording:

Consideration and action declaring to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-DESERTCOVE184 pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2025-31

Motion:

I move to approve Resolution No. 2025-31.

Background:

SU-DESERTCOVE184 was formed on June 2, 2020 (Resolution 2020-58). 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 parcel and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all the real property owners in the enlargement area of the district, exclusive of mortgagees and other lien holders. There are 11 existing lights located on a local road proposed in this enlargement which will be billed to the SU-DESERTCOVE184 SLID. There are also 3 existing lights on an arterial road that will be billed to the City's SLID account.

Objective Analysis:

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

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

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. 01 Resolution 2025-31 SU-DESERTCOVE184 SLID Enlargement
 2. 02 SU-DESERTCOVE184 SLID PETITION
 3. 03 Council Map - Dysart Maintenance Facility
-

RESOLUTION # 2025-31

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA, *SU-DESERTCOVE184* LIGHTING IMPROVEMENT DISTRICT AND ORDERING SUCH ENLARGEMENT.

WHEREAS, on June 2, 2020, the Mayor and City Council of the City of Surprise adopted Resolution No. 2020-58, ordering the formation of the CITY OF SURPRISE, ARIZONA, *SU-DESERTCOVE184* LIGHTING IMPROVEMENT DISTRICT (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

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

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

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

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

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

Section 1. *District Enlargement.* The CITY OF SURPRISE, ARIZONA, *SU-DESERTCOVE184* 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 _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Legal Description

EXHIBIT B

Resolution No. 2025-31
RFLS # 9918
Rev 04/24

EXHIBIT "A"

DESCRIPTION

STREET LIGHT IMPROVEMENT DISTRICT for DYSART SCHOOL DISTRICT SUPPORT FACILITY

A portion of the Southwest Quarter of Section 22, Township 3 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona described as follows:

COMMENCING at the Southwest Corner of said Section 22 from which the West Quarter Corner of said Section 22 lines North $00^{\circ}47'19''$ West 2635.15 feet;

Thence along the west line of said Southwest Quarter North $00^{\circ}47'19''$ West 698.34 feet to the POINT OF BEGINNING;

Thence continuing along said west line North $00^{\circ}47'19''$ West 606.01 feet to the intersection of the centerlines of Litchfield Road and Desert Cove Road;

Thence along said centerline of Desert Cove Road the following four courses;

Thence North $89^{\circ}12'37''$ East 197.84 feet to the beginning of a tangent curve, concave northerly, having a radius of 325.00 feet;

Thence easterly along the arc of said curve through a central angle of $18^{\circ}43'08''$ a distance of 106.18 feet to the beginning of a reverse curve, concave southerly, having a radius of 325.10 feet;

Thence continuing easterly, along the arc of said curve through a central angle of $19^{\circ}29'37''$ a distance of 110.61 feet;

Thence South $89^{\circ}59'59''$ East 1558.06 feet to the intersection of the centerlines of said Desert Cove Road and 136th Avenue;

Thence along said centerline of 136th Avenue South $00^{\circ}53'24''$ East 646.05 feet to the intersection of said centerline and the easterly extension of the south line of Lot 1 of the Final Plat of "AMENDMENT TO DESERT COVE COMERCIAL PARK DYSART SCHOOL DISTRICT SUPPORT FACILITY" as recorded in Book 1044, Page 34, records of said Maricopa County;

Thence along said south line of Lot 1 and said easterly extension and its westerly extension North $89^{\circ}59'59''$ West 1970.11 feet to the POINT OF BEGINNING.

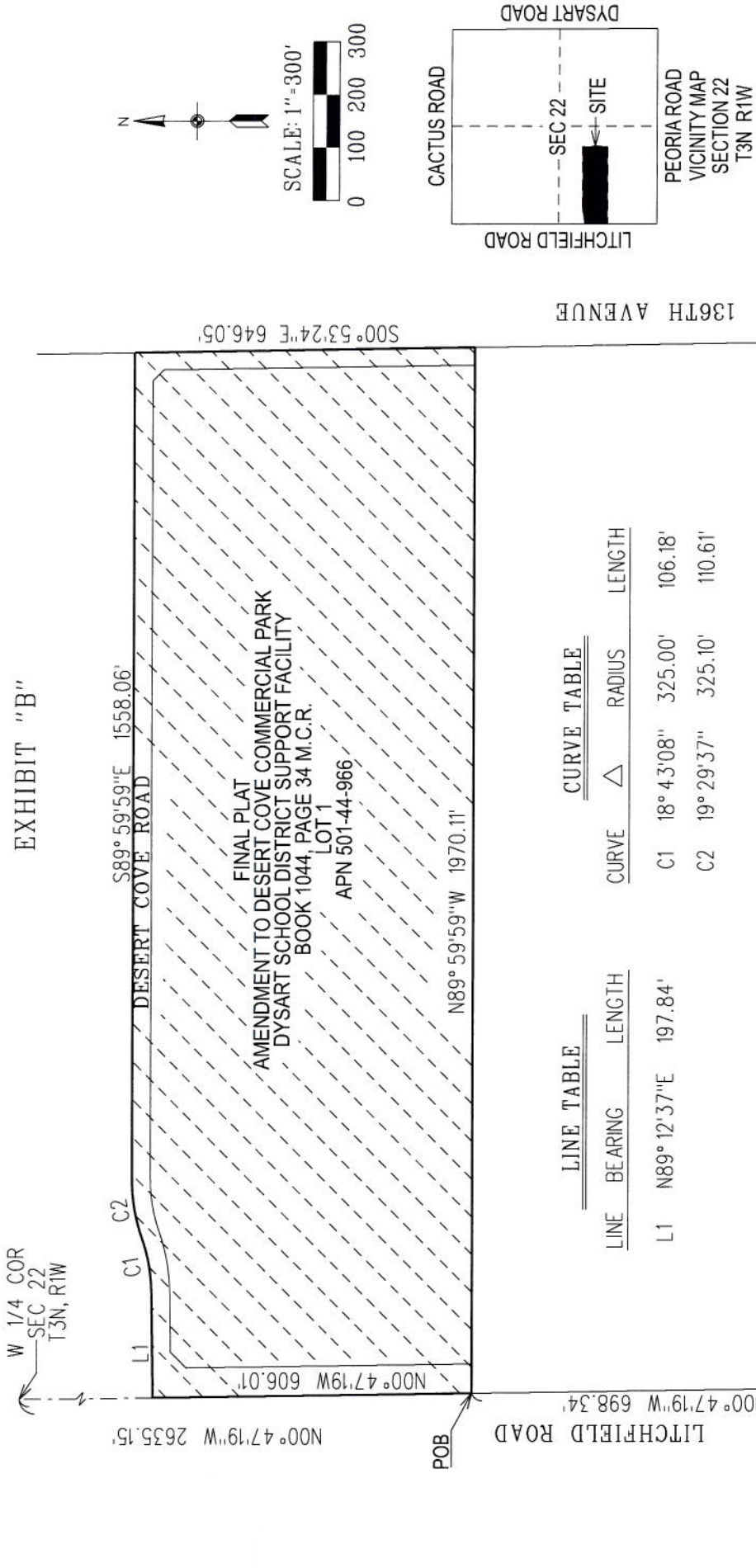
Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description



Map

EXHIBIT "B"



BEARING BASE: The west line of the southwest quarter of Section 22, T3N, R1W as recorded in the Final Plat of "AMENDMENT TO DESERT COVE COMMERCIAL PARK DYSART SCHOOL DISTRICT SUPPORT FACILITY" in Book 1044, Page 34, records of Maricopa County cited as North 00° 47'19" West.

- LEGEND
- POC POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING
 - M.C.R. MARICOPA COUNTY RECORDER
 - APN ASSESSOR PARCEL NUMBER
 - SLID STREET LIGHT IMPROVEMENT DISTRICT
 - SLID BOUNDARY



CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

**STREET LIGHT IMPROVEMENT DISTRICT for
DYSART SCHOOL DISTRICT SUPPORT FACILITY**

PROJECT # 25007 DRAWN BY RCD DATE 02-11-25 SHEET 1 OF 1

STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

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

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

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

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

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

SU-DESERTCOVE184

(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
<i>Dysset Unified</i> <i>Joan Croteau, Ed.</i>	13825 W Desert Cove Rd	501-44-966	<i>Joan Croteau, Ed.</i>



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

AVAILABILITY

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

DESCRIPTION

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

TIME PERIOD

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

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

CHARGES

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

I. FIXTURES (Includes Mounting Arm, if applicable)

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

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



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

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

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

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

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

NOTES:

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

III. POLES (cont.)

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

IV. ANCHOR BASE

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



RATE SCHEDULE E-68
CLASSIFIED SERVICE
STREET LIGHTING SERVICE

V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT

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

TRIP CHARGE

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

ADJUSTMENTS

The bill will include the following adjustments:

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



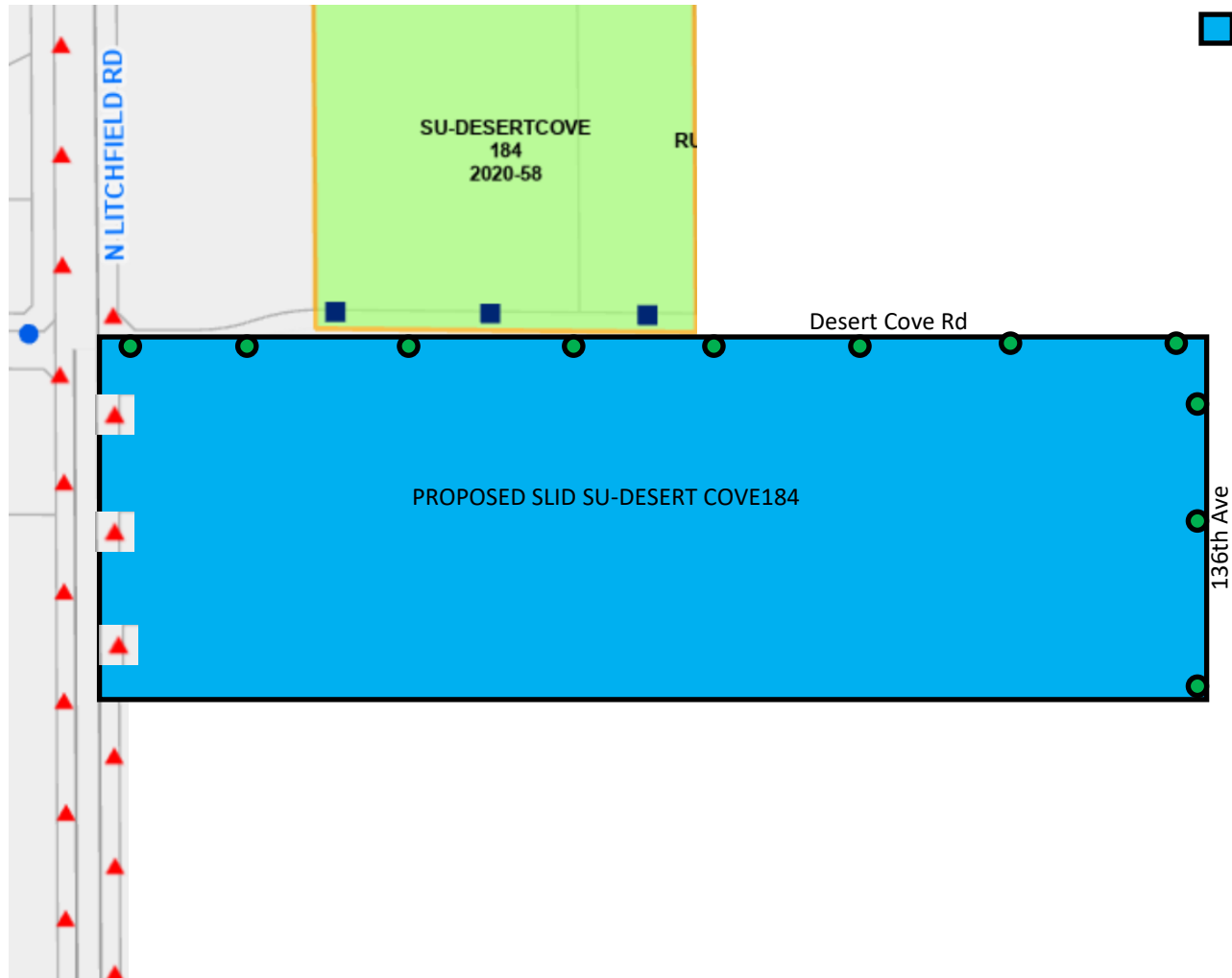
SERVICE DETAILS

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

DYSART MAINTENANCE FACILITY—SU-DESERTCOVE184

Street Lights:

-  Existing Pole—Local Rd—11
-  Existing Pole—Arterial Rd—3
-  SLID Boundary





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025

Contact Person: Jennifer Cornelius

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to an amendment to the Intergovernmental Agreement with Maricopa County, approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$115,000, approval of an amendment to the Fiscal Year 2025 Contract Award Authority List, and approval of the addition of one full-time equivalent position; Resolution #2025-34.

Motion:

I move to approve Resolution #2025-34.

Background:

Maricopa County and the City of Surprise entered into an Intergovernmental Agreement (IGA) in 2016 to provide Community Action Program (CAP) services from the Surprise Resource Center. On or about August 10, 2022, the parties entered into a new IGA for the term of July 1, 2022, through June 30, 2023. The parties have since executed Amendments No. 1 through No. 4, continuing participation in the IGA to provide CAP services from the Surprise Resource Center. This agreement is in effect through June 30, 2025.

The approval of Amendment No. 5 will extend the term of the agreement through June 30, 2026. It will also provide additional funding of \$115,000 for salary and employee-related expenses in order to administer the ADOH Housing Stability Flex Program from April 1, 2025, through June 30, 2026.

Objective Analysis:

This action will allow the Human Service & Community Vitality Department to expand the Community Action Program (CAP) services being provided to include the ADOH Housing Stability Flex Program.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

This one-time funding allows for additional salary and employee-related expenses in the amount of \$115,000 from April 1, 2025, through June 30, 2026. All expenditures will be reimbursed on a monthly

basis. There is no required match for this funding.

Budget Impact:

This action requires a movement of budget authority in the amount of \$115,000 from General Contingency to project G51595 in the Grants Fund to cover projected grant-funded salaries and expenses associated with the CAP Services provided from the Surprise Resource Center. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

This item will allow the addition of one full-time equivalent position in the HSCV Department.

ATTACHMENTS:

1. Resolution 2025-34
 2. IGA Amendment 5 Community Action Program
-

RESOLUTION # 2025-34

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING AMENDMENT NO. 5 TO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE COMMUNITY ACTION PROGRAM (CAP) SERVICES, ACCEPTING GRANT FUNDING, AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF \$115,000 FROM GENERAL CONTINGENCY TO PROJECT G51595 IN THE GRANTS FUND; AMENDING THE FISCAL YEAR 2025 CONTRACT AWARDING AUTHORITY LIST NO. 25235 BY ADDING \$115,000 TO FY25 CAP GRANT, G51595, FOR GRANT SALARIES AND EXPENSES, AND THE ADDITION OF ONE FULL-TIME EQUIVALENT POSITION IN THE HUMAN SERVICE AND COMMUNITY VITALITY DEPARTMENT.

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.*, the City of Surprise has the authority to enter into intergovernmental agreements with other governmental entities for the purposes set forth therein;

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

WHEREAS, Amendments No. 1 through 4 extended the IGA and provided additional funding through Fiscal Year 2025;

WHEREAS, the parties desire to enter into this Amendment No. 5 to the IGA which will extend the Agreement term from July 1, 2025 through June 30, 2026, and will also revise the program goals and scope of work;

WHEREAS, Amendment No. 5 revises Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) by incorporating the ADOH Housing Stability Flex Program into the agreement and providing \$115,000 in funding for salaries and expenses for the period of April 1, 2025, through June 30, 2026;

WHEREAS, this funding will require the addition of one full-time equivalent position to the Human Service and Community Vitality Department;

WHEREAS, all other terms and conditions of the IGA and Amendments No. 1 through Amendment No. 4, remain in full force and effect except as amended by Amendment No. 5;

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

WHEREAS, this action will necessitate a budget amendment;

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

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

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

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

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

Section 3. The Intergovernmental Agreement Amendment No. 5 between the City of Surprise and Maricopa County, attached as *Exhibit C*, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, Acting City Attorney

**RESOLUTION 2025-34
EXHIBIT A**

1. Appropriation - The allocations below represent the movement of budget authority in the amount of \$115,000 from General Contingency to project G51595 FY25 CAP due to additional FY25 grant funding awarded for CAP services administrative support at the Surprise Resource Center. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51595 FY25 CAP	E	390,400	115,000	505,400
Grants	Human Svcs and Comm Vitality	#G51595 FY25 CAP	R	390,400	115,000	505,400
Contingency	General Operations	Contingency	E	82,579,000	(115,000)	82,464,000
Contingency	General Operations	Other	R	77,545,300	(115,000)	77,430,300
Expense Total				82,969,400	-	82,969,400
Revenue Total				77,935,700	-	77,935,700

2. Full-Time Equivalent (FTE) - The expansion of the Surprise Community & Resource Center requires the addition of one (1) new FTE.

Fund	Department	Current FTEs	Increase/ (Decrease)	Amended FTEs
General Fund	Human Svcs and Comm Vitality	32	1	33

**RESOLUTION 2025-34
EXHIBIT B**

1. Contract Awarding Authority List – Council to approve increasing an item on the Fiscal Year 2025 Contract Awarding Authority List for the FY25 CAP Grant in the amount of \$115,000 for grant salaries and expenses.

Reference #	Project Number	Description	Current Amount	Increase/ (Decrease)	Amended Amount
25235	G51595	FY25 CAP Grant	\$390,400	\$115,000	\$505,400

**RESOLUTION 2025-34
EXHIBIT C**

**AMENDMENT NO. 5 TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY**

**AMENDMENT NO. 5 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE**

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

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

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

The Parties entered into Amendment No. 3 on or about June 26, 2024. The Amendment extended the Agreement through June 20, 2025, changed the County point of contact and the Uyghur Forced Labor Prevention Act (UFLPA) provision was added to the Agreement in Section 1 (General Provisions). In Section 4 (Budget and Compensation) the Assistance Listing Number (ALN) 21.027 for the American Rescue Plan Act (ARPA) was added and the Operating Budget was revised and replaced in its entirety with a not to exceed funding amount of \$386,100 for Fiscal Year 2025.

The Parties entered into Amendment No. 4 on or about February 13, 2025. The Amendment increased funding in an amount not to exceed \$4,224 for Fiscal Year 2025. Updated County point of contact and Administrative Change Order Language. Required contract language was added to the Agreement. Incorporated Federal Award Identification Number (FAIN) and Award date into the Agreement in Section 4 (Budget and Compensation). The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was replaced in its entirety with a not to exceed funding amount of \$390,324 for funding period from July 1, 2024, through June 30, 2025.

II. The Parties agree to enter into this Amendment No. 5 to amend the Agreement as follows:

- A. Extend the Agreement term from July 1, 2025, through June 30, 2026.
- B. Increase the Agreement funding by an amount not to exceed \$115,000 in American Rescue Plan Act (ARPA) State and Local Fiscal Recovery funds (SLFRF) under (ALN) 21.027 to support the ADOH Housing Stability Flex Program. The funding reimbursement period for the ADOH Housing Stability Flex Program is 4/01/2025 through 6/30/2026. The funding period of availability for the FY25 Operating budget CAP Services (which excludes the ADOH Housing Stability Flex Program) remains unchanged and expires June 30, 2025.
- C. Revise Section 3 (Work Statement), by removing it in entirety and replacing it with the following:

1.0 PROGRAM GOALS

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

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

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

2.0 SCOPE OF WORK

Community Action Program Services shall include the delivery of crisis services, internal/ external program navigation, and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed. Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

2.1 MCHSD Crisis Financial Assistance Services

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

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

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

- 2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Contractor through HSD Dynamics.
- 2.1.4 MCHSD/CRD will make payment directly to vendors upon authorization by County.
- 2.1.5 Available Financial Assistance Services shall include the following:
 - 2.1.5.1 Utility Assistance
 - 2.1.5.1.1 Utility payments and deposits for heating and cooling;
 - 2.1.5.1.2 Rental assistance where utility payment is included in rent.
 - 2.1.5.2 Rental Assistance
 - 2.1.5.2.1 Rental assistance to prevent eviction; and
 - 2.1.5.2.2 Move in assistance to include rental deposits and first month rent.
- 2.1.6 MCHSD Crisis Financial Assistance Service Requirements
 - 2.1.6.1 Contractor shall conduct application intake for MCHSD Crisis Financial Assistance Services to clients that apply in person with a paper application or needing assistance applying online.
 - 2.1.6.2 On-site application process shall include the following:
 - 2.1.6.2.1 Provide paper applications, or assist clients with completing the online application process;
 - 2.1.6.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/CRD Policy & Procedure Program Manual;
 - 2.1.6.2.3 Information from the paper application shall be entered into HSD Dynamics within 24 hours of receipt;
 - 2.1.6.2.4 Upload a copy of the paper application in HSD Dynamics;
 - 2.1.6.2.5 Create an application in HSD Dynamics, as well as the program application (s) the client is eligible for;
 - 2.1.6.2.6 Upload eligibility documents in HSD Dynamics;
 - 2.1.6.2.7 Research each household member to determine if they have received previous assistance; and
 - 2.1.6.2.8 Research and enter vendor/provider information in Dynamics.
 - 2.1.6.3 The Contractor will also process applications submitted through the HSD Dynamics portal and shall follow the process outlined below:

- 2.1.6.3.1 Contractor will assign and disposition twenty (20) program applications per week, to Client Services Specialist;
 - 2.1.6.3.1.1 If Contractor receives less than twenty (20) program applications in the week, 100% of the applications shall be assigned and dispositioned.
- 2.1.6.3.2 Upload eligibility documents in HSD Dynamics; and
- 2.1.6.3.3 Research and enter provider information within twenty-four (24) hours from receiving provider documentation.
- 2.1.6.4 Contractor shall adhere to the following:
 - 2.1.6.4.1 Use the MCHSD/CRD Policy & Procedure Program Manual, as amended, in the provision of services;
 - 2.1.6.4.2 Document all services provided and supported by County funds in HSD Dynamics;
 - 2.1.6.4.3 Manage and monitor application queue in HSD Dynamics based on application submission date;
 - 2.1.6.4.4 Document client's program involvement and progress in the required case note/timeline section of HSD Dynamics per the MCHSD/CRD Policy and Procedure Program Manual;
 - 2.1.6.4.5 Research provider profile and submit vendor information related to the County vendor registration process, if applicable;
 - 2.1.6.4.6 Conduct quality assurance review and ensure controls on all submitted service authorizations per MCHSD/CRD Policy and Procedure Program Manual;
 - 2.1.6.4.7 Resolve rejected service authorizations and data entry errors within two (2) business days from the rejection date; and
 - 2.1.6.4.8 Maintain funds depletion patterns as required by MCHSD/CRD.

2.2 Navigation Services

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

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

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

- 2.2.1.1.1 Answering questions about program eligibility and the application process.
- 2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client.
- 2.2.1.1.3 Scanning and uploading required documents, if needed.
- 2.2.1.1.4 Provide paper applications to clients, upon request, and enter information directly into the DES portal on Client's behalf.
- 2.2.1.1.5 Provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website (www.ID.me.com).
- 2.2.1.1.6 Screen for crisis circumstances to ensure priority will be given to Life Threatening Crisis Assistance Applicants.
- 2.2.1.1.7 Conduct initial screening and reporting of potential Welfare Fraud.

2.2.1.2 Navigation to Internal Program Services

2.2.1.2.1 Contractor shall identify a minimum of two (2) internal program based on the most recent MCHSD Community Needs Assessment. Contractor will submit a logic model (Exhibit 1) by July 31, 2025, to be approved by MCHSD. The logic model shall provide the following information for each program service:

2.2.1.2.1.1 Community need

2.2.1.2.1.2 Anticipated
program
outcome(s)

2.2.1.2.1.3 Description of program
service

2.2.1.2.1.4 Projected number of
individuals/ households to be
served

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

2.2.1.2.1.6 Data collection methodology

2.2.1.2.2 Contractor shall conduct follow up contact with clients to assess for additional needs and to track program

outcomes as it relates to the outcomes identified in the Contractor's logic model.

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

2.2.1.3 Navigation Service Requirements

2.2.1.3.1 Clients shall have a completed application in HSD Dynamics prior to receiving navigation services to DES portal for LIHEAP services or internal program services.

2.2.1.3.2 Contractor shall ensure that all income eligible clients will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP services.

2.2.1.4 Contractor shall provide navigation services as it relates to Internal Program services to clients that have been dispositioned in the HSD Dynamic queue.

2.2.1.5 Navigation services shall be provided and documented, in accordance with the MCHSD/CRD Policy and Procedure Manual.

2.2.1.6 Navigation services shall be reported in MCHSD/CRD quarterly ROMA reports.

2.2.1.7 Contractor shall use the MCHSD approved logic model template for internal program navigation.

2.3 **Information and Referrals**

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

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

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

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

2.3.1.4 Assistance completing applications for SNAP, AHCCCS, and Unemployment Insurance.

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

2.3.2 Information and Referrals Service Requirements

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

2.4 **Housing Stability Flex Program**

The Housing Stability Flex Program expands existing housing stability services to qualified clients for the purpose of eliminating barriers for those “at risk” of homelessness and can maintain housing after the “one-time” assistance. Services include the delivery of “one-time” financial assistance and referral, case management, and follow up contact.

2.4.1 Financial Assistance

2.4.1.1 Contractor shall assess and triage eligible resources using funding as an option of last resort, or to meet participant’s immediate need that other funding sources are unable to cover.

2.4.1.2 The use of these funds is limited to a one-time payment of no more than \$3,000 paid on behalf of the participant who was determined program suitable with an ability to maintain housing after the one-time financial assistance utilizing an eligible financial resource. Program shall not to be used for ongoing assistance.

2.4.2 Case Management

2.4.2.1 Contractor shall determine eligibility, program suitability, and assess participants for the program. Develop a case plan with the client to include goals that focus on the household’s ability to maintain a lease and address barriers to housing retention, including maximizing their ability to pay rent; improving understanding of landlord/tenant rights and responsibilities; and addressing other issues that have, in the past, resulted in housing crisis or housing loss.

2.4.2.2 Contractor shall maintain an updated list of community resources and low-income housing assistance programs (and their eligibility requirements) to which participants can be referred.

2.4.2.3 Referrals will be made to appropriate community and mainstream resources, including, but not limited to income supplements/benefits (TANF, Food Stamps/SNAP, etc.), non-cash supports (healthcare, food supports, etc.), legal assistance, credit counseling, and subsidized childcare.

- 2.4.2.3.1 Contractor shall follow up with client regarding the outcome of the referrals.
- 2.4.3 Post Financial Assistance Follow-up Services
 - 2.4.3.1 Contractor shall conduct follow up contact with participants following the delivery of the one-time financial assistance to determine participant's housing status, impact of funding, and the need for additional connections to other program resources outside of the one-time payment assistance.
 - 2.4.3.2 Contractor shall assess the participant's housing status and document progress utilizing the case plan at 3, 6, and 12 months and update Dynamics as outlined in the MCHSD/CRD Policy and Procedure Program Manual.
 - 2.4.3.3 Follow up contact shall be conducted based on the client's preferred method of contact. Contact may be provided via text, in person, virtual, and/ or telephonic.
- 2.4.4 Housing Stability Flex Program Service Requirements
 - 2.4.4.1 Contractor shall provide program related financial assistance services to a minimum of 90 qualified clients for the timeframe of April 1, 2025, to December 31, 2025.
 - 2.4.4.2 Qualified clients shall have a household income at or below 80% Average Median Income (AMI) and meet the following criteria per MCHSD/ CRD Policy and Procedures Handbook:
 - 2.4.4.2.1 Client must be a U.S. Citizen or meet Qualified Noncitizen Immigrant status;
 - 2.4.4.2.2 Client is a current renter or residing in a temporary shelter through evidence of participation in a housing assistance program;
 - 2.4.4.2.3 Client must demonstrate the household is experiencing or expects to experience a crisis;
 - 2.4.4.2.4 Client's household is determined to be at risk of homelessness; and
 - 2.4.4.2.5 Client is able to demonstrate the household's ability to maintain housing after receiving one-time financial assistance services.
 - 2.4.4.3 Contractor shall verify qualified clients' household housing status, income, and suitability for program services per CRD/ MCHSD Policy and Procedures Manual.
 - 2.4.4.4 Qualified clients shall have: 1) an active program application in HSD Dynamics, or 2) are assisted in the creation of an HSD Dynamics active program application.

2.4.4.5 Contractor shall record all program services and activities in HSD Dynamics to include financial/ non-financial services, client progress, and follow up outcomes.

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

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

2.4.4.8 Contractor shall continue to conduct and demonstrate evidence of post financial assistance follow up services with clients through June 30, 2026.

2.4.4.9 The County reserves the right to add, remove, or revise requirements to meet program goals.

2.5 Facility Requirements

2.5.1 Contractor shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access to through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:

2.5.1.1 AZDES LIHEAP Application Portal;

2.5.1.2 HSD Client Portal;

2.5.1.3 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;

2.5.1.4 Online job search and submission of application/ resume; and/or

2.5.1.5 Information regarding scholarships and federal financial aid.

2.5.2 Contractor shall ensure adequate space for the following:

2.5.2.1 On-site workshops and training classes;

2.5.2.2 Local job/career fairs; and

2.5.2.3 Eligibility determination where confidential information cannot be overheard.

2.6 Reporting Requirements

2.6.1 Contractor shall submit programmatic and financial reports to MCHSD as listed below:

2.6.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.

2.6.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.

2.6.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.

2.6.1.4 Failure to submit required reports in the designated timeframe listed may result:

2.6.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.

2.6.1.4.2 in a forfeiture of final payment, if final program and fiscal reports is not submitted within the designated time period, determined by MCHSD following the Contract term.

2.7 HSD Dynamics Access

2.7.1 Access to HSD Dynamics will be provided by MCHSD/CRD upon request from Contractor.

2.7.2 Contractor shall provide MCHSD/CRD information regarding staffs' name, position title, contact information, and confirmation of successful completion of all required background checks, to include Fingerprint and Central Registry Submission/Clearances.

2.7.3 MCHSD reserves the right to immediately remove access if it is determined Contractor's personnel is a risk to the County operations for any of the following reasons but not limited to:

2.7.3.1 Approving clients for services they are not eligible for;

2.7.3.2 Denying eligible clients services; and

2.7.3.3 Accessing the HSD Dynamics for any purpose other than areas of responsibility.

2.7.4 MCHSD will provide Contractor programmatic ad hoc reports, as requested.

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

2.8 Staff Requirements

2.8.1 Contractor shall:

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

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

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

- 2.8.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;
 - 2.8.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:
 - 2.8.1.5.1 An overview of the MCHSD/CRD Policy and Procedure Manual; and
 - 2.8.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.
 - 2.8.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD;
 - 2.8.1.7 The Contractor shall be required to notify MCHSD of staff changes and vacant positions within two (2) business days of staff changes. The Contractor shall open the recruitment to fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff. MCHSD may assist in the selection of the replacement candidate.
- 2.8.2 Code of Conduct:
- 2.8.2.1 The Contractor shall avoid any action that might create or result in the appearance of:
 - 2.8.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.
 - 2.8.2.1.2 Actions on behalf of the County without appropriate authorization.
 - 2.8.2.1.3 Providing favorable or unfavorable treatment to anyone.
 - 2.8.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.
 - 2.8.2.1.5 Misrepresenting or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.
 - 2.8.2.1.6 Loss of impartiality when advising the County.

2.9 Community Action Program Meetings

- 2.9.1 MCHSD will facilitate quarterly meetings with CAP contractors to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.
- 2.9.2 Contractor shall ensure that a designated staff member participates in CAP meetings, as scheduled.

2.10 Cooperation in Strategic Planning and Community Needs Assessment:

- 2.10.1 Contractor shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.

2.11 Training and Technical Assistance

- 2.11.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance on:
 - 2.11.1.1 MCHSD/CRD Policy & Procedure Program Manual;
 - 2.11.1.2 MCHSD funded financial assistance services;
 - 2.11.1.3 Use of HSD Dynamics;
 - 2.11.1.4 Reports and forms, as required;
 - 2.11.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;
 - 2.11.1.6 Trauma Informed Care
 - 2.11.1.7 Motivational Interviewing
 - 2.11.1.8 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
 - 2.11.1.9 Review of program monitoring findings; and
 - 2.11.1.10 Other training and technical assistance as needed/required.

2.12 Limited English Proficiency

- 2.12.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.
- 2.12.2 Applicable Program Rules and Regulations:
 - 2.12.2.1 Contractor shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:
 - 2.12.2.2 COATS Human Services Reauthorization Act of 1998;
 - 2.12.2.3 2 CFR 200 Uniform Administrative Requirements;
 - 2.12.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;
 - 2.12.2.5 Stewart B. McKinney Homeless Assistance Act;

- 2.12.2.6 ARS §46-241-State Short Term Crisis Services;
- 2.12.2.7 ARS §46-731–Utility Assistance;
- 2.12.2.8 ARS §46-741–Neighbors Helping Neighbors;
- 2.12.2.9 ARS §46-140.01-Verification of identity and citizenship and/or immigration status; and
- 2.12.2.10 ARS§§1-501-1-502, regarding eligibility for federal, state, or local public benefits.
- 2.12.2.11 The requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- 2.12.2.12 P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 2.12.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,
- 2.12.2.14 A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 2.12.3 Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

2.13 **MCHSD Grievance Procedures**

- 2.13.1 Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and the County any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services.
- 2.13.2 Individuals seeking/receiving County funded assistance who feel that they have not been treated fairly may submit a written grievance to the MCHSD/CRD.

2.13.3 Contractor shall act as first reviewer of grievances for their respective site following their prescribed written process submitted to county. All grievances are documented in HSD Dynamics. MCHSD acts as second review for all escalated CAP grievances. Follow grievance procedures as outlined in the MCHSD/CRD Policy & Procedure Program Manual

2.14 Pandemic Award Performance

2.14.1 The Contractor shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.

2.14.2 The pandemic performance plan shall include:

2.14.2.1 Key succession and performance planning if a sudden significant decrease in Contractor's workforce should occur.

2.14.2.2 Alternative methods to ensure services are available.

2.14.2.3 An up-to-date list of Contractor contacts and organizational chart.

2.14.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Award impossible or impracticable, the MCHSD shall have the following rights:

2.14.2.5 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.

2.14.2.6 MCHSD shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended by the Arizona Procurement Code.

2.14.2.7 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, MCHSD, at its sole discretion may reinstate the temporarily voided Award.

D. Incorporate Federal Award Identification Number (FAIN), and Award Date into the Agreement by adding the following to Section 4 (Budget and Compensation), Paragraph 1.2 (Funding), Subparagraph 1.2.4.

FAIN / AWARD DATE: 21.027: SLFRP0146 awarded 5/18/2021

E. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) by incorporating the attached Operating Budget for the ADOH Housing Stability Flex Program into the Agreement. The County shall provide the Contractor with a not to exceed amount of \$115,000 for the period of April 1, 2025 (Fiscal Year 2025), through June 30, 2026 (Fiscal Year 2026). Unexpended funds from Fiscal Year 2025 shall be available for expenditures in Fiscal Year 2026.

F. The new total Agreement funding amount is \$505,324

- III. Section II above contains all the changes to the Agreement made by this Amendment No. 5. The Agreement is amended to incorporate the changes contained in this Amendment No. 5. All other terms and conditions of the Agreement and all previously fully executed Amendments shall remain the same and in full force and effect as executed by the Parties. This Amendment No. 5 is subject to and incorporates the provisions of A.R.S. § 38-511.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 5, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 5:

APPROVED BY:
CITY OF SURPRISE

APPROVED BY:
MARICOPA COUNTY

Kevin D. Sartor, Mayor
Date

Thomas Galvin, Chairman
Board of Supervisors
Date

Attested To:

Attested To:

City Clerk
Date

Juanita Garza,
Clerk of the Board
Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 5 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 5 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Attorney for the City
Date

BY: _____
Deputy County Attorney
Date

Fiscal Year 2025 Operating Budget*

City of Surprise Operating Budget – Community Action Program (CAP) Services			
Contract Period	July 1st, 2024, through June 30th, 2025		
Budget Category	Amendment 3 Funding	Revised Amount	New Budget Total
County Funds	\$386,100	\$4,224	\$390,324
Cash Match Contributions	\$106,660	\$1,004	\$107,664
Total	\$492,760	\$5,228	\$497,988

*Funding period of availability remains unchanged as July 1, 2024 through June 30, 2025

Operating Budget for the ADOH Housing Stability Flex Program**

ITEMIZED SERVICE BUDGET					
CONTRACT SERVICE: ADOH Housing Insecurity Flex Funds					
CONTRACT PERIOD: 04/01/2025 to 6/30/2026					
		*D = % Direct Service Functions	*A = %10 Administrative Functions		
I PERSONNEL					
Total FTE's dedicated to this contract:	1.00	\$ 66,500	\$0	TOTAL:	\$66,500
II EMPLOYEE RELATED EXPENSES		\$ 40,000	\$0	TOTAL:	\$40,000
III PROFESSIONAL AND OUTSIDE SERVICES		\$0			\$0
IV TRAVEL		\$ 1,500	\$0	TOTAL:	\$1,500
V SPACE		\$0			\$0
VI MATERIALS AND SUPPLIES		\$ 5,500	\$0	TOTAL:	\$5,500
VII OPERATING SERVICES		\$ 1,500	\$0	TOTAL:	\$1,500
		TOTAL COST for Direct Service	TOTAL COST for Administrative Service		Proposed Cost to MCHSD
		\$ 115,000	\$0		\$115,000

**Funding period of availability is April 1st through June 30, 2026, there is no cash match contribution requirement

EXHIBIT 1

MHSD Logic Model Template

**ROMA Logic Model – Family Level****National Community Action Network Theory of Change****Community Action Goal 1:** Individuals and families with low incomes are stable and achieve economic security.

Agency: _____

Need	Outcome <i>General statement of results expected</i>	Service	Projected Indicator <i># to achieve/ # to be served; time frame</i>	Measurement Tool	Data Procedures	Frequency <i>Data collection and reporting</i>
				Output Tool:	Who does it?	Data Collection:
				Outcome Tool:	What is the process?	Data Reporting
					Where is data stored?	
Mission:						



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025 Contact Person: Deb Perry
Submitting Department: Human Svcs and Comm District: Citywide
Vitality
Staff Recommendations:

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

Consideration and action pertaining to the approval of the Memorandum of Understanding between Maricopa County and the City of Surprise to complete facility improvements to the Surprise Community & Resource Center; Resolution 2025-35.

Motion:

I move to approve Resolution 2025-35.

Background:

As part of the construction of the Surprise Community & Resource Center (SCRC), the City of Surprise will construct approximately 1,300 square feet of outdoor space to be dedicated to the Maricopa County Human Services Department Early Education Division (“EED”) for a developmentally-appropriate playground area for children aged 0-5. Maricopa County intends to fully outfit this playground with all new developmentally-appropriate amenities in compliance with federal, state, County and local requirements.

Working cooperatively with the City, Maricopa County will be responsible for the design, procurement, funding, management, payment, and oversight of the facility improvement project made within this allotted space, which may include but not be limited to: playground(s) and developmentally-appropriate climbing equipment, soft ground surface(s), natural elements like plants and trees, designated areas for water and sand play, open areas for running and smaller more contained spaces for focused play.

Once construction of outdoor area facility improvements is complete, the City will be responsible for any future maintenance, repairs, or improvements made to the area.

Objective Analysis:

Approval of this MOU will allow the City and County to continue providing a suitable and safe environment to facilitate the Head Start Program as the program moves into the new SCRC.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-35
 2. Memorandum of Understanding
-

RESOLUTION # 2025-35

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A MEMORANDUM OF UNDERSTANDING WITH MARICOPA COUNTY FOR FACILITY IMPROVEMENTS TO THE SURPRISE COMMUNITY & RESOURCE CENTER

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.*, the City of Surprise has the authority to enter into agreements with other governmental entities for the purposes set forth within;

WHEREAS, the parties desire to enter into a Memorandum of Understanding with Maricopa County in order to complete facility improvements being made to the exterior space at the Surprise Community & Resource Center, providing a developmentally appropriate outdoor playground for children aged 0-5 that complies with Federal, State, County, and local program and safety standards.

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, Acting City Attorney

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY



MEMORANDUM OF UNDERSTANDING
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

MOU Start Date: April 1, 2025

MOU Termination Date: June 30, 2026

Project Period: July 1, 2025, through June 30, 2026

1.0 PARTIES

This Memorandum of Understanding ("MOU") is entered into between the City of Surprise ("City") and Maricopa County, administered by its Human Services Department ("County"). The City and the County shall collectively be referred to as the "Parties" and individually as "Party."

2.0 INTENT

Maricopa County, through a 3rd Party Construction Contractor, administered by Maricopa County Facilities Management Division (FMD) will complete facility improvements (the "Project") at the Surprise Community & Resource Center ("SCRC"). The facility improvements will be made to the exterior space as identified in Exhibit XX. These improvements will provide a developmentally appropriate outdoor playground for children aged 0-5 that complies with Federal, State, County and local Program and safety standards.

3.0 TERM OF MOU

3.1 This MOU shall be effective through June 30, 2026.

3.2 Either Party may terminate this MOU at any time, with sixty (60) days' notice in writing to the other Party (unless terminated by either Party due to the Availability of Funds provision set forth below in 4.0 or the Termination provision set forth below in 10.0).

4.0 FACILITY IMPROVEMENT EXPENDITURE AMOUNT

The County expenditure shall not exceed \$249,999 for the facility improvements as outlined in Exhibit A Scope of Work, provided to the County by the U.S. Department of Health and Human Services (DHHS)/Administration for Children and Families (ACF), Office of Head Start (OHS).

5.0 AVAILABILITY OF FUNDS

Every performance of the Parties under this MOU is conditioned upon the availability of funds appropriated, allocated or granted for program service delivery. The County shall be the sole authority in determining the availability of funds under this Agreement. If the County determines

that funds are not available for completion of the Project outlined in the Exhibit A Scope of Work, the county may cancel this MOU. The County shall keep the City fully informed as to the availability of funds. The Project expenditure period of availability is July 1, 2025, through June 30, 2026.

6.0 AMENDMENTS

Any changes to this MOU shall be in writing and signed by both Parties.

7.0 ACRONYMS AND DEFINITIONS

Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are incorporated by reference.

8.0 ADMINISTRATIVE CHANGE ORDERS

8.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the MOU on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon approval and execution by both the Chairman of the Board of Supervisors and the City. Administrative Change Orders may address any of the following areas:

- 8.1.1 Modifications to the project timeline if the last day of the project timeline is within the MOU term.
- 8.1.2 Modifications to budget line items if the MOU amount remains unchanged.
- 8.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or
- 8.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements

9.0 RESPONSIBILITIES OF THE PARTIES:

9.1 The City shall:

- 9.1.1 Ensure the SCRC is constructed at 12641 W. Santa Fe Drive, Surprise, Arizona 85378.
- 9.1.2 Provide the County a fully prepared and improved pad site upon which County shall complete the Project improvements as outlined in Exhibit A.
- 9.1.3 Communicate with the County in a timely manner regarding changes to the Project timeline, anticipated delays or issues, significant disruptions and related issues, or other information the County should be aware of to complete the Project as outlined in Exhibit A.
- 9.1.4 Work alongside the County in the design and development of complimentary play structure(s) / feature(s) within the allotted space reflected in Exhibit A.
- 9.1.5 Provide the County's contractors and/or subcontractors with sufficient access and accommodation to allow them to complete the playground improvements and installations described in Exhibit A.
- 9.1.6 Maintain the construction schedule for the outdoor space for the playground area so that the Project is completed according to the set timeline and the County and/or its Contractors and subcontractors do not incur additional costs for the playground improvements and installations resulting from delays, additional time expenditures and/or changes to the scope of services.
- 9.1.7 Maintain, clean, repair and update the playground improvements and installations according to Property provision set forth below in 19.0.

9.2 The County shall:

- 9.2.1 Report to the U.S. Department of Health and Human Service Office of Head Start on the use of funds outlined in Exhibit A Scope of Work.
- 9.2.2 Follow the Federal Procurement Standards set forth in 2 C.F.R. § 200.318 to contract with a qualified Contractor to complete the improvements and installations described in the Scope of Work in Exhibit A.

- 9.2.3 Design and install a fully functional playground/play area, in compliance with all applicable laws, rules, and regulations regarding public improvements that the City must adhere to, as reflected in Exhibit A of this MOU, within the terms and conditions of this MOU.
- 9.2.4 The County understands and acknowledges that the City may be subject to certain laws, rules, and regulations regarding public improvements and that the Parties jointly will comply with all such laws, rules, and regulations to the extent applicable.
- 9.2.5 Communicate with the City in a timely manner regarding changes to the Project timeline, anticipated delays or issues, significant disruptions and related issues, or other information the City should be aware of to complete the Project as outlined in Exhibit A.
- 9.2.6 Ensure project compliance with federal, state, and County requirements as they relate to the Office of Head Start.

10.0 TERMINATION

- 10.1 Under A.R.S. § 38-511, the Parties may cancel this MOU without penalty or further obligation within three years (3) after execution of this MOU, if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU on behalf of one Party at any time while this MOU or any extension of this MOU is in effect, is or becomes an employee or agent of any other Party to this MOU in any capacity or consultant to any other party to this MOU with respect to the subject matter of this MOU. Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this MOU on behalf of the one Party from the other Party to this MOU arising as the result of this MOU. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.
- 10.2 Either Party may terminate this MOU at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by a Party under the Availability of Funds provision). Any notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth in Section 13.0 of this MOU. In the event of termination, the Parties shall be liable for payment only for reimbursable costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this MOU. Neither Party shall be liable for any incomplete or additional performance under the MOU unless expressly stated herein as an obligation that survives termination.
- 10.3 The County may suspend or terminate this MOU if the City violates any term or condition of this MOU or if the City fails to maintain a good-faith effort to carry out the purpose of this MOU

11.0 NOTICES

Communication and details concerning this MOU shall be directed to the following representatives:

Human Services Department
 Director
 234 N. Central Avenue, 3rd Floor
 Phoenix, AZ 85004
 Desk: 602-506-5911

Seth Dyson, Human Service & Community
 Vitality
 City of Surprise
 16000 N. Civic Center Plaza
 Surprise, AZ 85374

12.0 EMPLOYMENT DISCLAIMER

- 12.1 This MOU is not intended to constitute, create, give rise to, or to otherwise recognize a joint venture, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.

- 12.2 The City agrees that no individual performing under this MOU on behalf of the City shall be considered a County agent, employee, or representative and those individuals are not entitled to County civil service rights, County retirement rights, or any other rights provided under the County personnel rules, nor shall those rights accrue or apply to any such individual. The City shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the City shall indemnify, defend and hold harmless the County with respect to the foregoing.
- 12.3 The County agrees that no individual performing under this MOU on behalf of County may be considered a City agent, employee, or representative and that no rights of City civil service, City retirement, or City personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the City with respect to the foregoing.

13.0 GENERAL REQUIREMENTS

- 13.1 The terms of this MOU shall be construed in accordance with Arizona law and the applicable laws and regulations of the U.S. Department of Health and Human Services (DHHS)/Administration for Children and Families (ACF), Office of Head Start (OHS). Any lawsuit arising out of this MOU shall be brought in the superior court of Maricopa County, Arizona.
- 13.2 The Parties shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this MOU, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
- 13.3 The Parties shall comply with the regulations prohibiting conflict of interest. The Parties shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in City's organization or with which the City (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a substantial interest, unless a Party(ies) has made full written disclosure of the proposed payments to the County or the City and has received written approval for the payments.
- 13.4 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

14.0 ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation, or duty under this MOU may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the other Party.

15.0 DISPUTES

- 15.1 Except as otherwise provided for in this MOU, the Parties may attempt to informally resolve any dispute arising out of this MOU for a reasonable period of time, but which shall not exceed ninety (90) calendar days. Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.
- 15.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in the Notices paragraph within ten (10) business days from the expiration of the informal dispute resolution process described above in 15.1.
- 15.3 The County Representative shall respond in writing to the City within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the City is served with the decision, the City files a written notice of appeal with the Human Services Department Director.

- 15.4 The Department Director shall provide the City with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final.
- 15.5 In the event the City disagrees with the Director's decision, the City shall have every existing and future right or remedy available by law or in equity to resolve the dispute. If the Parties fail to come to a resolution through the dispute process set forth in this section 15.0, either Party may pursue formal litigation.

16.0 SEVERABILITY

If any provision of this MOU is determined to be invalid, void, or illegal by a court, that determination shall in no way affect, impair, or invalidate any other provision of this MOU, and the remaining provisions shall remain in full force and effect.

17.0 STRICT COMPLIANCE

One Party's acceptance of the other Party's performance that is not in strict compliance with the terms of this MOU, shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this MOU shall be in writing and signed by both Parties.

18.0 SINGLE AUDIT ACT REQUIREMENTS

The City is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq.*). The City shall comply with 2 C.F.R. § 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The City shall take corrective action within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by the County that the City is not in compliance with the audit requirements.

19.0 PROPERTY

The use and disposition of real property and equipment under this MOU shall be in compliance with the requirements of 2 C.F.R. § 200 and 24 C.F.R. §§ 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 19.1 Any County facility improvements and property installed, furnished or purchased pursuant to the terms of this MOU shall be maintained, cleaned, repaired, updated and accounted for solely by the City in accordance with the Responsibilities of the Parties provision in 9.0. The costs to maintain and repair such property are the sole responsibility of the City as the sole and separate owner of the property known as the SCRC.
- 19.2 Any City facility improvements and property installed, furnished or purchased pursuant to the terms of this MOU shall be maintained, cleaned, repaired, updated and accounted for by the City as the sole responsibility of the City and sole and separate owner of the property known as the SCRC.

20.0 LIMITATION ON LIABILITY

The Parties hereby mutually agree that each Party and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the other Party or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this MOU, nor shall the Parties and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the other Party or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this MOU, except as otherwise provided by law.

21.0 RECIPROCAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert fees and other litigation costs) (collectively referred to as "Claims") either arising from or related to breach of this MOU, property damage, or bodily injury (including death) of any person, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor or any of its officers, officials, agents, representatives, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 21.0 shall survive termination of this MOU.

22.0 INSURANCE

Each Party is a Public entity and shall provide the other Party with a Certificate of Self-Insurance equal to the types and amounts specified below:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000

23.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this MOU shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the MOU. This provision applies to all work performed by Cities or Subcontractors at all tiers

24.0 CLEAN AIR ACT

If the total face value of this MOU exceeds \$100,000, the Parties agree to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this MOU.

25.0 LOBBYING

25.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Parties 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 agreement, 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 agreement, grant, loan, or cooperative agreement.

25.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Party shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

26.0 RELIGIOUS ACTIVITIES

The Parties warrant that none of their costs and none of the costs incurred by them or any of their contractors or subcontractors will include any expense related to any religious activities.

27.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County under this MOU shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

28.0 COVENANT AGAINST CONTINGENT FEES

The City warrants that no persons or entities have been employed or retained by it to solicit or secure this MOU upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this MOU without liability.

29.0 WAGE DETERMINATION REQUIREMENTS

29.1 The Parties warrant that they shall pay all of its employees who are engaged in either performing work or providing services under the terms of this MOU not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

29.2 Pursuant to the Federal Funding Provisions and Compliance Requirements as set forth in the Davis Bacon and Related Acts (collectively, the DBRA) as amended (40 U.S.C. §3141 et seq) and further identified below in subparagraph 49.2, requires the payment of prevailing wage rates to all laborers and mechanics on Federal Government and District of Columbia construction projects in excess of \$2,000. Pursuant to DBRA, and 29 C.F.R. part 1 as amended, the attached Wage Rate Determination Sheets outlined in Exhibit B attached (General Decision Number AZ20230039 09/01/2023) represent the most current Wage Rate Determinations issued by the US Department of Labor and represent the minimum wages to be paid for any labor provided under this contract. It is the sole responsibility of the Parties to ensure compliance with DBRA, including but not limited to verifying the most current wage rate determination(s) for each wage classification.

30.0 BUILD AMERICA, BUY AMERICA PREFERENCE (BABA)

The Parties agree, to the greatest extent practicable and consistent with law, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 and in compliance with 2 C.F.R. § 200.322. The requirements of this section must be included in all subawards, contracts, and purchase orders for work performed by the Parties as outlined in Exhibit A.

31.0 RECOGNITION OF COUNTY SUPPORT

The City shall give recognition to the County and the funding source for its support when the City publishes materials or releases public information that is paid for in whole or in part with funds received by the City under this MOU.

32.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

The City agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any contractors or subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website:

<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>) which is hereby incorporated into this MOU as if set forth in full herein. In connection with any service or other activity under this MOU, the City shall not discriminate against any employee, client, or any other individual in any way on the grounds of age, race, creed, color, religion, sex, disability, political affiliation, belief or national origin. The City shall include this clause in all of its Subcontracts. Refer to Paragraph 43.0, (Default and Remedies for Noncompliance).

33.0 DISABILITY REQUIREMENTS

The City agrees that any electronic or information technology offered under this MOU shall comply with A.R.S. §§ 41-2531 and -2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

34.0 EQUAL EMPLOYMENT OPPORTUNITY

- 34.1 The Parties shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.
- 34.2 The Parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 34.3 The Parties will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that it is an Equal Opportunity or Affirmative Action employer.
- 34.4 The Parties shall post on public display for all employees that it is an Equal Opportunity or Affirmative Action employer.
- 34.5 The Parties shall and shall cause their respective contractors and subcontractors to comply with:
 - 34.5.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);
 - 34.5.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*).
 - 34.5.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
 - 34.5.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
 - 34.5.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.
- 34.6 The Parties shall include the above listed provisions in every subcontract or purchase order, specifically or by reference. The inclusion of these provisions is binding and a requirement of this MOU.

35.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this MOU, the Parties agree to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq.*, and OMB Circulars.

36.0 RETENTION OF RECORDS

- 36.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the City that are related to this MOU.
- 36.2 The City shall retain all records relevant to this MOU for six (6) years after project closeout or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized shall have full access to, and the right to examine, copy, and make use of any and all of the records. Any such access shall be coordinated with the City, which shall include, without limitation, restricting audits to the normal business hours of the City and being accompanied with City staff while on site.

37.0 ADEQUACY OF RECORDS

If the City's books, records and other documents related to this MOU are not reasonably sufficient to support and document that allowable services were provided to eligible participants as determined by a court of competent jurisdiction, then the City shall reimburse the County for the services not supported and/or documented.

38.0 IMMIGRATION LAWS AND REGULATIONS

38.1 Federal Immigration and Nationality Act

38.1.1 The City understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("IRCA"). The City agrees to comply with the IRCA in performing under this MOU and to permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.

38.1.2 By entering into this MOU, the City warrant compliance with the Federal Immigration and Nationality Act ("FINA") and all other federal immigration laws and regulations related to the immigration status of its employees. The City shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the MOU. The City and their subcontractors shall also maintain Employment Eligibility Verification forms ("I-9") as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the MOU. I-9 forms are available for download at USCIS.GOV.

38.1.3 The County may request verification of compliance for any employee, contractor or subcontractor performing work under the MOU. Should the County suspect or find that the City or any of its contractors or subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the MOU for default, and suspension or debarment (or both) of the City. All costs necessary to verify compliance are the responsibility of the City or its contractors or subcontractors.

38.2 **Arizona Law:** The Parties warrant that they are in compliance with A.R.S. § 41-4401 (E-Verify requirements) and further acknowledge that:

38.2.1 The Parties and their respective Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

38.2.2 A breach of a warranty under Subparagraph 38.2.1 shall be deemed a material breach of this MOU and either Party may immediately terminate this MOU without liability; and

38.2.3 The Parties and any respective contracting government entity retain the legal right to inspect the papers and employment records of the other Party or its Vendor's or Subcontractor's employees who work on this MOU to ensure that the other Party or Subcontractor or Vendor is complying with the warranty provided under Subparagraph 38.2.1 and that the Parties mutually agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

39.0 DRUG FREE WORKPLACE ACT

The Parties shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq.*), which requires that grantees of federal funds must certify that they will provide Drug-Free workplaces. This certification is a precondition to receiving a grant or entering into this MOU.

40.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

40.1 The undersigned, by signing this MOU, represents that he/she has the authority to bind the City to the terms of this Certification. The City, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

- 40.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 40.1.2 Have not within a 3-year period preceding the Start Date of this MOU, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under a public transaction; (2) the violation of any federal or State antitrust statutes; or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- 40.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 40.1.2 above; and
- 40.1.4 Have not, within a three-year period preceding the Start Date of this MOU, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 40.2 The City agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this MOU.

41.0 EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

- 41.1 The Parties agree that this MOU and their employees working on this MOU will be subject to the whistleblower rights and remedies in the federal pilot program established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;
- 41.2 The City shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the City and copies provided to County upon request; and
- 41.3 The Parties shall insert the substance of this clause, including this Paragraph 40.0, in all subcontracts over the agreed upon simplified acquisition threshold (\$250,000 as of June 2021).

42.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this MOU shall have full force and effect notwithstanding any other provisions in this MOU and shall survive the termination or expiration of this MOU.

43.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 43.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this MOU.
- 43.2 This MOU may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this MOU, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this MOU.
- 43.3 Failure to comply with the requirements of this MOU and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this MOU, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
 - 43.3.1 Non-performance of any obligations required by this MOU.

- 43.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
- 43.3.3 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 et seq.
- 43.3.4 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 43.4 Notwithstanding the suspension or termination of this MOU, or the final determination of the proper disposition of funds, the Parties, without intent to limit or with restrictions, be subject to the following:
 - 43.4.1 Acknowledge that suspension or termination of this MOU does not affect or terminate any rights against any Party at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under this MOU.
 - 43.4.2 Waiver of a breach or default of any term, covenant, or condition of this MOU or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 43.5 Each Party shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and/or all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this MOU.

44.0 ADMINISTRATIVE REQUIREMENTS

- 44.1 Accounting Standards – The City agrees to comply with this MOU and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The City further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 44.2 Documentation and Record Keeping - The City agrees to comply with this MOU and the following record keeping requirements:
 - 44.2.1 Records to be maintained – The City shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
 - 44.2.2 Property Records - The City shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

45.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

- 45.1 The Parties mutually warrant and certify that they do not currently, and agree for the duration of this MOU that they will not use:
 - 45.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
 - 45.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - 45.1.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 45.2 If either of the Parties become aware during the term of this MOU that they are not in compliance with this paragraph, the Party(ies) shall notify the other within five business days after becoming aware of the noncompliance. Failure of either Party to provide a

written certification that the other Party has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this MOU shall terminate unless the Term of this MOU shall end prior to said one hundred eighty (180) day period.

46.0 FORCE MAJEURE

- 46.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this MOU if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.
- 46.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 46.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

47.0 SYSTEM FOR AWARD MANAGEMENT

The City shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or [SAM.gov](https://sam.gov). Documentation of the UEI Number must be included in all project files. The City must remain current with their registration throughout the term of the MOU per 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

48.0 PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in this MOU will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this MOU will promptly be physically amended to make such insertion or correction.

49.0 ADDITIONAL CERTIFICATIONS AND WARRANTIES

- 49.1 The City understands that it has certain obligations under this MOU that have been passed through to the County from Office of Head Start (OHS) with respect to this MOU. The City shall hold the County harmless and indemnify it against any damage or other liability which County may incur with respect to OHS as a result of any failure on the part of City to comply with the requirements of any such obligation.
- 49.2 The Parties and their contractors and subcontractors shall be obligated to the requirements of this MOU including:
 - 49.2.1 The Labor Standards Regulations set forth in 24 C.F.R., Part 570.603; the Davis-Bacon Act as amended (40 U.S.C. §3141 et seq) (see final rule Memorandum #244 pertaining to Davis-Bacon and Related Acts regulations here <https://www.dol.gov/sites/dolgov/files/WHHD/AAM/AAM244.pdf>);
 - 49.2.2 the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq).

- 49.2.3 the Copeland "Anti-Kickback" Act (18 U.S.C. 874, et seq; 40 U.S.C. § 276a-276a-5; 40 USC § 327 and 40 USC § 276c; and
- 49.2.4 implementing regulations of the U.S. Department of Labor at 29 C.F.R. Parts 1, 3, 5, 6 and 7 and all other applicable Federal, state and local laws and regulations pertaining to labor standards. The Parties shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available upon request by each Party.
- 49.3 This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.
- 49.4 The section headings and subheadings contained in this MOU are included for convenience only and shall not limit or otherwise affect the terms of this MOU

[Signatures contained in the following page]

IN WITNESS THEREOF, The Parties have signed this MOU:

APPROVED BY:
CITY OF SURPRISE

APPROVED BY:
MARICOPA COUNTY

City Manager Date

Thomas Galvin, Chairman Date
Board of Supervisors

Attested To:

Attested To:

City Clerk Date

Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 11-952, THIS MOU HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS MOU HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Attorney for the City Date

BY: _____
Deputy County Attorney Date

EXHIBIT A – SCOPE OF WORK

- 1.0** Scope of Work. City of Surprise will be constructing a new, approx. 1,300 sf outdoor space to be dedicated to the Maricopa County Human Services Department Early Education Division (“EED”) for children aged 0-5 which will be a developmentally appropriate playground area. The area and depiction of the Scope of Work is detailed on Exhibit “XX” attached to this MOU and incorporated herein by reference.

Maricopa County intends to fully outfit this playground with all new developmentally appropriate amenities in compliance with federal, state, County and local requirements. Working cooperatively with the City of Surprise, Maricopa County, administered by its Facilities Management Division (FMD) will be responsible for the design, procurement, funding, management, payment, and oversight of the facility improvement Project made within this allotted space, which may include but not be limited to: Playground(s) and developmentally -appropriate climbing equipment, soft ground surface(s), natural elements like plants and trees, designated areas for water and sand play, open areas for running and smaller more contained spaces for focused play.

City of Surprise agrees to furnish the space, complete with all shown supportive construction, including the perimeter fence, entry/exit gate(s), drinking fountain(s), and exterior building wall and overhead canopy, as identified in Exhibit XX, for the County or their subcontractor(s) to install their scope of work. The City’s costs associated with the construction of any and all improvements required by this document are limited to those shown in Exhibit XX, including, and expressly limited to, those costs incurred in the construction of the City’s portion of the building, fencing, and its surrounding areas. The County’s obligations are limited to only the facility improvements shown within the identified area, as described in this Exhibit A.

- 2.0** Commencement and Completion. County, through a 3rd party, shall cause construction of the Improvements to be prosecuted with reasonable diligence so that the Improvements are completed substantially in accordance with the Final Plans and expected Completion Date, free and clear of all liens or claims for materials, labor, services, or other items furnished in the construction of the Improvements, and in full compliance with all building, zoning and other applicable local, state and federal ordinances and regulations.
- 3.0** Right of City to Inspect. The City and any other agent or representative of the City shall have the right to inspect the construction of the Improvements at any time. This provision shall not impose on the City any obligation to inspect or to correct any defects discovered or to notify any person with respect thereto.
- 4.0** Exterior Playground Project Overview: While exact details of what is to be installed in the referenced area will be determined jointly during the design-phase with the County’s selected vendor, the intent of this MOU is that the County will work with the selected vendor to design and install an outdoor developmentally appropriate playground and feature(s) consistent with County’s current Head Start and Early Head Start Program and may include but not necessarily be limited to:

- 1) Site Preparation
- 2) Footings / Foundations

- 3) Positive Drainage away from building
- 4) Playground(s), Structure(s), Play Equipment (with or without shade – considering height limitations imposed by adjacent City Structure)
- 5) Poured-in-Place or other safe play surfacing including required subbase
- 6) Artificial Turf and/or required subbase
- 7) Concrete and/or other exterior, walkable surface(s) for complete play area

EXHIBIT B PROJECT WAGE DETERMINATION SHEETS

"General Decision Number: AZ20240039 05/17/2024

Superseded General Decision Number: AZ20230039

State: Arizona

Construction Type: Building

County: Maricopa County in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	05/17/2024

BRAZ0003-001 07/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 32.74	9.52

ELEC0640-002 01/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 33.10	13.58

ENGI0428-016 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Bulldozer.....	\$ 31.69	13.52
Crane.....	\$ 36.04	13.52

IRON0075-012 10/01/2023

	Rates	Fringes
IRONWORKER.....	\$ 32.00	18.91

PLUM0469-010 07/01/2023

	Rates	Fringes
PIPEFITTER.....	\$ 45.65	18.00
PLUMBER.....	\$ 45.65	18.00

* SHEE0359-001 07/01/2023

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.32	19.01

* SUAZ2019-002 06/12/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.41	0.00
DRYWALL HANGER.....	\$ 20.02	0.00
LABORER: Common or General.....	\$ 17.95	3.97
LABORER: Mason Tender - Cement/Concrete.....	\$ 18.11	3.64
LABORER: Pipelayer.....	\$ 16.77 **	1.05
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.61	3.42
OPERATOR: Loader.....	\$ 17.53	5.08
OPERATOR: Roller.....	\$ 23.62	6.44
PAINTER.....	\$ 19.85	3.54
TILE SETTER.....	\$ 21.50	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

EXHIBIT D

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

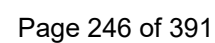
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

Exhibit __XX__:





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025 Contact Person: Deb Perry
Submitting Department: Human Svcs and Comm District: Citywide
Vitality
Staff Recommendations:

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

Consideration and action pertaining to the approval of Amendment No. 1 to the Subaward/Funding Agreement with the Housing Authority of Maricopa County in support of affordable senior housing in the City of Surprise; Resolution 2025-23.

Motion:

I move to approve Resolution 2025-23.

Background:

In December 2023, the City and the Housing Authority of Maricopa County (HAMC) entered into a subaward/funding agreement providing a portion of the City's allotted America Rescue Plan Act funds to be used to defray a portion of the costs necessary to construct a joint access driveway serving HAMC's affordable senior living facility and the City's Surprise Resource and Community Center. This driveway will be constructed by HAMC and GEM Housing Solutions as part of its project pursuant to a Ground Lease Agreement. This amendment extends the date for completion of the project.

Objective Analysis:

Approval of this amendment will allow the project completion date to be extended in all applicable sections of the original agreement.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-23
 2. FINAL First Amended Subaward Funding Agreement_25.03.24
-

RESOLUTION # 2025-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT #1 TO THE SUBAWARD/FUNDING AGREEMENT WITH THE HOUSING AUTHORITY OF MARICOPA COUNTY IN SUPPORT OF AFFORDABLE SENIOR HOUSING IN THE CITY OF SURPRISE.

WHEREAS, the City of Surprise (“City”) and the Housing Authority of Maricopa County (“HAMC”) may be individually referred to as Party, or collectively as Parties;

WHEREAS, the City and HAMC entered into a Subaward/Funding Agreement (“Agreement”) via Resolution 2023-179 on December 5, 2023. This agreement provided a portion of the City’s allotted America Rescue Plan Act (“ARPA”) funds to be used by HAMC to defray a portion of the costs necessary to construct a joint access driveway serving HAMC’s affordable senior living facility as well as the City’s Multi-Generational Center. The joint access driveway will be constructed by HAMC and GEM Housing Solutions as part of its affordable senior housing project pursuant to a Ground Lease between the City and HAMC;

WHEREAS, the parties desire to enter into Amendment #1 to the Agreement in order to extend the completion date for improvements in Sections 2, 3, 4(a), 5(d), and 10(b) of the Agreement;

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

Section 1. Amendment #1 to the Agreement between the City of Surprise and the HAMC, attached as Exhibit 1, is approved.

Section 2. Except as set forth in Exhibit 1 attached hereto, all terms, conditions, provisions, timelines, and deadlines set forth in the Agreement remain in full force and effect.

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 or this Amendment #1 thereto.

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, Acting City Attorney

EXHIBIT 1

AMENDMENT #1 TO THE SUBAWARD AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE HOUSING AUTHORITY OF
MARICOPA COUNTY

FIRST AMENDED SUBAWARD AGREEMENT

(GEM 202 Project)

Heritage Senior Apartments

THIS FIRST AMENDED SUBAWARD AGREEMENT (this “First Amended Subaward Agreement”), dated as of ____ 2025, is made and entered into by and between Housing Authority of Maricopa County, a political subdivision of the State of Arizona, located at 8910 North 78th Avenue, Peoria, Arizona 85345 (hereinafter “HAMC”) and City of Surprise, Arizona, a municipal subdivision of the State of Arizona (“City”).

RECITALS

A. In 2023, City and HAMC entered into a Subaward Agreement (“2023 Subaward Agreement”), which among other things, set forth certain due dates for the completion of the construction of the anticipated improvements.

B. This First Amended Subaward Agreement sets forth updated dates for the completion of construction of the improvements.

C. The First Amended Subaward Agreement amends only those paragraphs and provisions of the 2023 Subaward Agreement specifically set forth hereinbelow. All other paragraphs, subparagraphs, provisions, terms, and conditions of the 2023 Subaward Agreement shall remain in full force and effect.

FIRST AMENDED AGREEMENT

1. INCORPORATION OF RECITALS. The above recitals are true and correct and are incorporated into and made a part hereof.

2. DEFINITIONS. As used in this Agreement the terms listed below shall have the following meanings unless otherwise required by the context:

Completion Date for Improvements: December 31, 2025.

3. SLFRF FUNDS AND ALLOWABLE PROJECT COSTS. It is expressly agreed and understood that the total amount paid by the City under this Agreement shall not exceed Two Hundred and Thirty-Eight Thousand, Eight Hundred and Eighty-Nine Dollars (\$238,889.00). Although construction of the Improvements must be completed not later than December 31, 2025, the City recognizes that HAMC may apply available SLFRF funds to cover eligible costs for Improvements incurred through December 31, 2025, and HAMC acknowledges that SLFRF funds are federal funds received by the City and made available to HAMC for the sole purpose of contributing toward eligible costs to complete the Improvements as defined in Section 4 of this Agreement. The costs must be reasonable and allocable as outlined in 2 C.F.R. 200.404 and 2

C.F.R. 200.405. HAMC shall ensure that all SLFRF funds are used in compliance with the Final Rule and in accordance with this Agreement and Exhibits “B” and “C” attached to this Agreement and incorporated herein by reference.

4. CONSTRUCTION OF IMPROVEMENTS.

(a) Commencement and Completion. HAMC shall cause construction of the Improvements to be prosecuted with reasonable diligence so that the Improvements are completed substantially in accordance with the Final Plans on or before the Completion Date of December 31, 2025, free and clear of all liens or claims for materials, labor, services, or other items furnished in the construction of the Improvements, and in full compliance with all building, zoning and other applicable local, state and federal ordinances and regulations.

*All other terms, conditions, provisions, paragraphs, and subparagraphs of paragraph 4 in the 2023 Subaward Agreement remained unchanged and in full force and effect.

5. CONDITIONS TO THE EXECUTION OF THIS AGREEMENT BY CITY.

(d) Conversion of Overhead Power. The overhead power lines along Santa Fe and the reenergization of the APS power box located at station # (APS P877768) shall be complete not later than May 15, 2025. In the event said power is not relocated and said box is not reenergized by May 15, 2025, whether through the fault of HAMC or others, the City may proceed with construction and any necessary utility relocation related to the City’s Multi-Gen project regardless of impact or delay to HAMC’s project. HAMC understands and acknowledges the interconnectivity between the completion of construction of the APS Primary Power Overhead Conversion work along Santa Fe Drive, as reflected in APS Design Project #WA 730590, and the City of Surprise’s ability to begin construction of its Multi-Gen Center. Accordingly, HAMC agrees to complete all APS Conversion work associated with APS Project #WA730590 in the Santa Fe Right-of-Way, sufficient to allow the City to begin its work along Santa Fe (City of Surprise / APS Project #WA727192), not later than May 15, 2025. In the event of any delay in the completion of this critical infrastructure work which threatens to delay the start of the City’s critical infrastructure work, HAMC agrees to provide, at no additional cost to the City, any and all temporary provisions required to allow the Multi-Gen Center’s APS Conversion work along Santa Fe to begin as scheduled, including but not limited to: Temporary Power provisions, temporary data/low voltage provisions, and/or accelerated work schedules to facility timely completion.

10. DEFAULT. Upon the occurrence of any of the following events and subject to the expiration of any applicable cure periods (an “Event of Default”) all obligations on the part of the City shall, if the City elects, terminate, and the City may at its option exercise any of its remedies set forth herein. Upon the occurrence of any Event of Default under this Agreement, the City will accept a cure provided within the applicable cure period by any partner of HAMC, as applicable.

(b) Failure to Comply with SLFRF. In the event that the Improvements are not in compliance with SLFRF Program regulations by the Completion Date of December 31, 2025, the City may proceed as set forth in Sec. 5(d) above, or alternatively, may immediately terminate this Agreement and pursue any and all available remedies at law or in equity.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE TO
FIRST AMENDED SUBAWARD AGREEMENT**

IN WITNESS WHEREOF, the City and HAMC have caused this Agreement to be executed on the date first set forth above.

CITY OF SURPRISE, ARIZONA, a municipal
subdivision of the State of Arizona

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, Acting City Attorney

**COUNTERPART SIGNATURE PAGE TO
FIRST AMENDED SUBAWARD AGREEMENT**

Heritage Senior Apartments

IN WITNESS WHEREOF, the City and the HAMC have caused this Agreement to be executed on the date first set forth above.

HOUSING AUTHORITY OF MARICOPA
COUNTY, a political subdivision of the State of
Arizona

By: _____

Name: Gerald Minott II

Its: Executive Director



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action on approving a Sewer Line Easement from Courtland Homes Inc. and Austin Ranch, LLC, east of Citrus and north of Pinnacle Peak Roads, for the ongoing development of North Copper Canyon.

Motion:

I move to approve the Sewer Line Easement from Courtland Homes Inc. and Austin Ranch, LLC.

Background:

Courtland Homes, Inc. and Austin Ranch, LLC have requested the City accept a sewer line easement that will connect portions of the sewer line to North Copper Canyon Parcel 7.1. The preliminary site plan for Parcel 7.1 was approved showing the sewer line connecting to the east of the development. The parcel to the east of Parcel 7.1 is still being designed, but the sewer line connection is needed prior to completion of the design of the eastern parcel. The line will be incorporated in the design for that next, eastern phase of development.

Objective Analysis:

Approval of this item will allow this development to connect its lines as approved in the preliminary plat to provide services throughout this development.

Policy Compliant:

Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future

operation and maintenance when the sewer line is in place and accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. FS24-0823- NCC Parcel 7.1_Temp Sewer Easement CHI signed 250306 _corrected
 2. Courtland Homes Temporary Sewer Line Easement - CC 04.01.25
-

WHEN RECORDED, RETURN TO:

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

TEMPORARY SEWER LINE EASEMENT

This Temporary Sewer Line Easement (the “Easement”) Agreement is executed this ____ day of _____, 20__, by and between Courtland Homes, Inc., a(n) Arizona corporation, and Austin Ranch, LLC, a(n) Arizona limited liability company, hereinafter referred to as “Grantor,” and the City of Surprise, Arizona, an Arizona municipal corporation, hereinafter referred to as “Grantee”. Grantor and Grantee may be individually referred to as Party or collectively referred to as Parties.

RECITALS

- A. Grantor is the fee title owner of parcels of land legally described in the Deed; see Maricopa County Recorder’s (“M.C.R.”) documents #20201240769 and 20051039486 ("Property").
- B. In or about May 16, 2024, Grantor received City approval to construct single-family residences located on the real property described in Exhibit A. The City’s approval for construction and development of the Property were contingent upon Grantor granting to the City all necessary public rights-of-way and/or easements in order to establish, receive and continue to receive City municipal services, including wastewater services.
- C. Grantor now desires to grant to Grantee, and Grantee agrees to accept from Grantor, a Temporary, exclusive sewer line easement on, over, under, through, and across portions of Grantor’s Property (the “Easement Area”). The Easement Area is legally described in Exhibit “B” and depicted on Exhibit “C”.

EASEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:

- 1. Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a temporary, exclusive easement over the Easement Area, including all necessary points of ingress and egress to and from the Easement Area whether specified and described herein, or not. Grantor, its successors, assigns, agents, invitees, employees, occupants, permittees, and licensees (all collectively “Grantor”) shall not unreasonably interfere with Grantee’s easement rights including Grantee’s right to construct, install, maintain, access, and replace a sewer line located within the Easement Area. Grantor shall not erect, construct, or permit

to be erected or constructed, any structure or other permanent improvement within the Easement Area that would unreasonably interfere with the purpose of the Easement. Grantor may make use of the Easement Area for such uses that do not unreasonably interfere with the purposes of this Easement.

2. Restoration of Property. Grantee, its successors and assigns, agents, or any other person or entity authorized by Grantee to enter upon and perform work within the Easement Area (collectively "Grantee"), pursuant to the rights granted pursuant to this Easement, shall, upon completion of such work, repair and restore the Easement Area to the same or reasonably similar condition as existed prior to such work being performed. Grantee shall not be responsible for repairing or replacing any impediments or improvements, including landscaping, mature trees, etc., that otherwise unreasonably interfere with the Grantee's use, preservation, and access to the Easement Area for sewer line purposes.
3. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their administrator, personal representatives, successors and assigns. This Easement is effective as of the date and time that the North Copper Canyon Parcel 7.1 Final Plat is recorded in the official records of the Maricopa County Recorder's Office. This Easement shall terminate upon the recordation of a final plat that both completely encompasses the Easement Area, and grants to the City of Surprise a perpetual, non-exclusive sewer line easement over, under, upon, and across all areas designated on the future final plat as sewer lines for the purpose of installing, constructing, maintaining, repairing, replacing, and utilizing the sewer lines.
4. Not a Public Dedication. Other than the grant of the Easement for the purposes set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.
5. Exception. There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes that do not unreasonably interfere with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not unreasonably interfere with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor so long as those underground utilities and other facilities do not unreasonably interfere with Grantee's rights hereunder.
6. Indemnification. Grantor shall indemnify Grantee from and against any loss, damage or injury of any kind or nature whatsoever to any person or property arising from the use of the Easement Area by Grantor, or its residents, occupants, permittees, agents, employees, licensees, invitees, or contractors, unless such loss, damage, or injury was solely the result of the gross negligence or intentional misconduct of Grantee.

7. Miscellaneous. A.R.S. § 38-511 is applicable. Headings herein are for convenience only and shall not define or limit the provision hereof. This Sewer Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Easement, and the remainder hereof shall be effective as though such void, invalid, or inoperative term, provision, covenant or condition had been omitted herein. Jurisdiction and venue for any action brought pursuant to this Easement shall be Maricopa County, Arizona.

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

GRANTOR:

COURTLAND HOMES, INC.,
An Arizona Corporation

By: _____
Alan Hamberlin

Its: _____
President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____,
by Alan Hamberlin, known by me as President of Courtland Homes, Inc.

Notary Public

My Commission Expires:

GRANTOR:

AUSTIN RANCH, LLC,
An Arizona Limited Liability Company

By: _____
Alan Hamberlin

Its: _____
Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____,
by Alan Hamberlin, known by me as Manager of Austin Ranch, LLC.

Notary Public

My Commission Expires:

CITY OF SURPRISE,
An Arizona municipal corporation

Attest:

STATE OF _____)
) ss.
County of _____)

Notary Public

EXHIBIT “A”

Property Legal Description

January 10, 2025

LEGAL DESCRIPTION FOR
NORTH COPPER CANYON
PARCEL 7.1

That part of 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:

Beginning at the Brass Cap Flush marking the Southwest Corner of said Section 11, from which the Aluminum Cap stamped LS 35832 marking the West Quarter Corner of said Section 11, bears North $0^{\circ}05'51''$ East, a distance of 2633.88 feet;

Thence North $00^{\circ}05'51''$ East, along the West line of said Southwest Quarter, a distance of 1039.95 feet;

Thence South $89^{\circ}54'09''$ East, departing said West line, a distance of 40.00 feet to a point on a line which is parallel with and 40.00 feet Easterly from said West line, being the Point of Beginning;

Thence North $00^{\circ}05'51''$ East, along said parallel line, a distance of 865.83 feet;

Thence South $43^{\circ}32'41''$ East, departing said parallel line, a distance of 28.95 feet to a point on a 225.00 foot radius non-tangent curve, whose center bears South $05^{\circ}21'36''$ West;

Thence Easterly, along said curve, through a central angle of $03^{\circ}06'10''$, a distance of 12.18 feet;

Thence South $79^{\circ}23'51''$ East, a distance of 79.71 feet;
Thence North $50^{\circ}20'45''$ East, a distance of 25.57 feet;
Thence South $81^{\circ}28'04''$ East, a distance of 50.55 feet;
Thence North $00^{\circ}04'52''$ East, a distance of 95.00 feet;
Thence South $89^{\circ}45'08''$ East, a distance of 794.26 feet;
Thence South $00^{\circ}14'52''$ West, a distance of 115.00 feet;
Thence South $89^{\circ}45'08''$ East, a distance of 43.08 feet;
Thence South $00^{\circ}14'52''$ West, a distance of 50.00 feet;
Thence South $45^{\circ}14'52''$ West, a distance of 28.28 feet;

Thence South $00^{\circ}14'52''$ West, a distance of 108.51 feet to the beginning of a tangent curve of 55.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of $51^{\circ}53'27''$, a distance of 49.81 feet;

Thence South $19^{\circ}20'26''$ East, a distance of 24.68 feet;
Thence South $00^{\circ}14'52''$ West, a distance of 103.47 feet;
Thence South $89^{\circ}45'08''$ East, a distance of 90.00 feet;
Thence South $00^{\circ}14'52''$ West, a distance of 115.00 feet;

Thence South $29^{\circ}10'29''$ West, a distance of 7.84 feet to a point on a 55.00 foot radius non-tangent curve, whose center bears South $29^{\circ}10'29''$ West;

Thence Southeasterly, along said curve, through a central angle of $61^{\circ}04'24''$, a distance of 58.63 feet;

Thence South 00°14'52" West, a distance of 225.00 feet to the beginning of a tangent curve of 55.00 foot radius, concave Northwesterly;

Thence Southwesterly, along said curve, through a central angle of 58°58'43", a distance of 56.62 feet;

Thence South 33°40'55" East, a distance of 15.51 feet;
Thence South 00°14'52" West, a distance of 115.00 feet;
Thence North 89°45'08" West, a distance of 893.29 feet;
Thence North 00°05'22" East, a distance of 81.21 feet;
Thence North 89°54'38" West, a distance of 55.00 feet;
Thence South 50°06'45" West, a distance of 25.70 feet;

Thence North 79°51'51" West, a distance of 56.91 feet to the beginning of a tangent curve of 427.50 foot radius, concave Southerly;

Thence Westerly, along said curve, through a central angle of 04°40'23", a distance of 34.87 feet;

Thence North 42°53'31" West, a distance of 29.26 feet to the Point of Beginning.

Containing 1,046,994 Square Feet or 24.036 Acres, more or less.



NORTH COPPER CANYON
PARCEL 7.1

N00°05'50.75" E 1039.95

S89°54'09.25" E 40.00

BOUNDARY

N00°05'50.75" E 865.83

S43°32'40.57" E 28.95

RB = S05°21'36.50" W

R = 225.00

A = 12.18

C = 12.18

CB = S83°05'18.68" E

D = 03°06'09.65"

T = 6.09

RB = N08°27'46.15" E

S79°23'50.51" E 79.71

N50°20'45.48" E 25.57

S81°28'04.25" E 50.55

N00°04'51.68" E 95.00

S89°45'07.57" E 794.26

S00°14'52.43" W 115.00

S89°45'07.57" E 43.08

S00°14'52.43" W 50.00

S45°14'52.43" W 28.28

S00°14'52.43" W 108.51

RB = N89°45'07.57" W

R = 55.00

A = 49.81

C = 48.13

CB = S26°11'36.08" W

D = 51°53'27.30"

T = 26.76

RB = S37°51'40.27" E

S19°20'26.09" E 24.68

S00°14'52.43" W 103.47

S89°45'07.57" E 90.00

S00°14'52.43" W 115.00

S29°10'28.84" W 7.84

RB = S29°10'28.84" W

R = 55.00

A = 58.63

C = 55.89

CB = S30°17'19.37" E

D = 61°04'23.58"

T = 32.44

RB = S89°45'07.57" E

S00°14'52.43" W 225.00

RB = N89°45'07.29" W

R = 55.00

A = 56.62

C = 54.15

CB = S29°44'14.32" W

D = 58°58'43.22"

T = 31.10

RB = S30°46'24.07" E

S33°40'54.85" E 15.51

S00°14'52.43" W 115.00

N89°45'07.57" W 893.29

N00°05'21.71" E 81.21

N89°54'38.29" W 55.00

S50°06'45.20" W 25.70

N79°51'51.32" W 56.91

RB = S10°08'08.68" W

R = 427.50

A = 34.87
C = 34.86
CB = N82°12'02.86" W
D = 04°40'23.09"
T = 17.44
RB = N05°27'45.59" E

N42°53'31.04" W 29.26
to

Area = 1046994 24.036 AC

Closing course: 312°28'40.78" 0.011888

Misclosure: 1/364,057

North Error: 0.008028
East Error: 0.008768

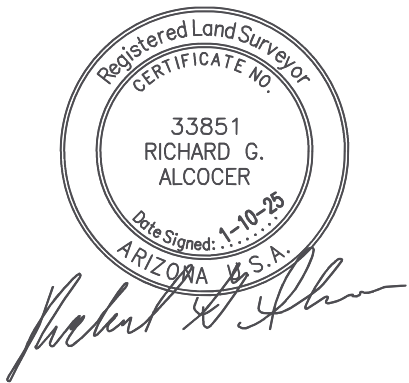


EXHIBIT “B”

Easement Legal Description

November 04, 2024

LEGAL DESCRIPTION FOR
NORTH COPPER CANYON PARCEL 7.1
SEWER EASEMENT (NORTH)

That part of 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 Brass Cap Flush marking the South Quarter Corner of said Section 11, from which a 1.5" iron bar marking the Center of said Section 11 bears North 00°12'42" East, a distance of 2639.34 feet;

Thence North 00°12'42" East, a distance of 1660.98 feet;

Thence North 89°47'18" West, a distance of 1605.37 feet to the Point of Beginning;

Thence South 19°20'26" East, a distance of 107.19 feet;

Thence South 65°11'07" East, a distance of 74.20 feet;

Thence South 00°14'52" West, a distance of 132.95 feet;

Thence South 29°10'29" West, a distance of 16.76 feet to a point on a 55.00 foot radius non-tangent curve, whose center bears South 50°29'54" West;

Thence Northwesterly, along said curve, through a central angle of 21°19'25", a distance of 20.47 feet;

Thence North 29°10'29" East, a distance of 7.84 feet;

Thence North 00°14'52" East, a distance of 115.00 feet;

Thence North 65°13'28" West, a distance of 69.79 feet;

Thence North 19°20'26" West, a distance of 103.76 feet to a point on a 55.00 foot radius non-tangent curve, whose center bears North 37°51'40" West;

Thence Northeasterly, along said curve, through a central angle of 24°25'24", a distance of 23.44 feet to the Point of Beginning.

Containing 6,241 Square Feet or 0.143 Acres, more or less.



NORTH COPPER CANYON
PARCEL 7.1
SEWER EASEMENT (NORTH)

N00°12'41.8678" E 1660.98

N89°47'18.1322" W 1605.37
BOUNDARY

S19°20'26.0851" E 107.19

S65°11'06.7047" E 74.20

S00°14'52.4255" W 132.95

S29°10'28.8429" W 16.76

RB = S50°29'54.1134" W
R = 55.00
A = 20.47
C = 20.35
CB = N50°09'48.5218" W
D = 21°19'25.2705"
T = 10.35
RB = N29°10'28.8429" E

N29°10'28.8429" E 7.84

N00°14'52.4255" E 115.00

N65°13'27.9657" W 69.79

N19°20'26.0851" W 103.76

RB = N37°51'40.2729" W
R = 55.00
A = 23.44
C = 23.27
CB = N39°55'37.7809" E
D = 24°25'23.8923"
T = 11.90
RB = S62°17'04.1653" E

Closing course: 187°25'26.2664" 0.012330
Misclosure: 1/54,430

North Error: 0.012227
East Error: 0.001593



November 04, 2024

LEGAL DESCRIPTION FOR
NORTH COPPER CANYON PARCEL 7.1
SEWER EASEMENT (SOUTH)

That part of 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 Brass Cap Flush marking the South Quarter Corner of said Section 11, from which a 1.5" iron bar marking the Center of said Section 11 bears North 00°12'42" East, a distance of 2639.34 feet;

Thence North 00°12'42" East, a distance of 1087.55 feet;

Thence North 89°47'18" West, a distance of 1509.27 feet to the Point of Beginning;

Thence South 33°40'55" East, a distance of 24.30 feet;

Thence South 00°14'52" West, a distance of 252.20 feet;

Thence South 34°10'40" West, a distance of 21.15 feet to a point on a 55.00 foot radius non-tangent curve, whose center bears South 55°30'05" West;

Thence Northwesterly, along said curve, through a central angle of 21°19'25", a distance of 20.47 feet;

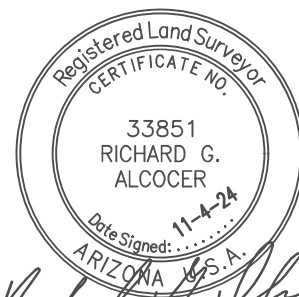
Thence North 34°10'40" East, a distance of 11.29 feet;

Thence North 00°14'52" East, a distance of 240.00 feet;

Thence North 33°40'55" West, a distance of 15.51 feet to a point on a 55.00 foot radius non-tangent curve, whose center bears North 30°46'24" West;

Thence Northeasterly, along said curve, through a central angle of 21°08'32", a distance of 20.30 feet to the Point of Beginning.

Containing 5,619 Square Feet or 0.129 Acres, more or less.



A handwritten signature in black ink, appearing to read "Richard G. Alcocer", written over the bottom of the surveyor's seal.

NORTH COPPER CANYON
PARCEL 7.1
SEWER EASEMENT (SOUTH)

N00°12'41.8678" E 1087.55

N89°47'18.1322" W 1509.27

BOUNDARY

S33°40'54.8452" E 24.30

S00°14'52.4255" W 252.20

S34°10'39.6962" W 21.15

RB = S55°30'04.9667" W

R = 55.00

A = 20.47

C = 20.35

CB = N45°09'37.6685" W

D = 21°19'25.2705"

T = 10.35

RB = N34°10'39.6962" E

N34°10'39.6962" E 11.29

N00°14'52.4255" E 240.00

N33°40'54.8452" W 15.51

RB = N30°46'24.0697" W

R = 55.00

A = 20.30

C = 20.18

CB = N48°39'19.8928" E

D = 21°08'32.0750"

T = 10.26

RB = S51°54'56.1447" E

Closing course: 201°39'42.2721" 0.009007

Misclosure: 1/67,169

North Error: 0.008371

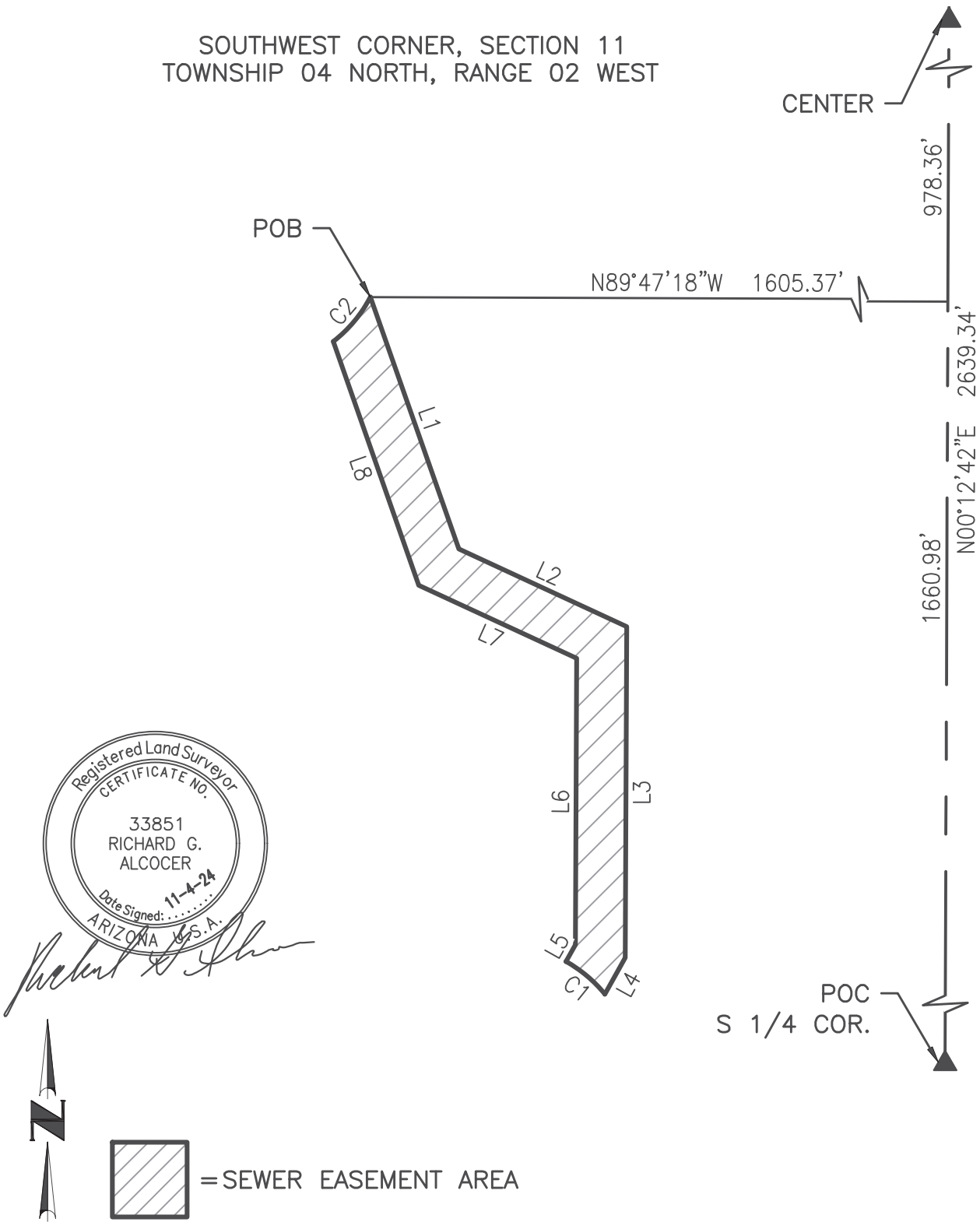
East Error: 0.003325



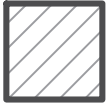
EXHIBIT “C”

Sewer Easement

SOUTHWEST CORNER, SECTION 11
TOWNSHIP 04 NORTH, RANGE 02 WEST



Richard G. Alcocer



= SEWER EASEMENT AREA

SCALE 1" = 60'	NORTH COPPER CANYON PARCEL 7.1	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	SEWER EASEMENT (NORTH)	1 OF 2

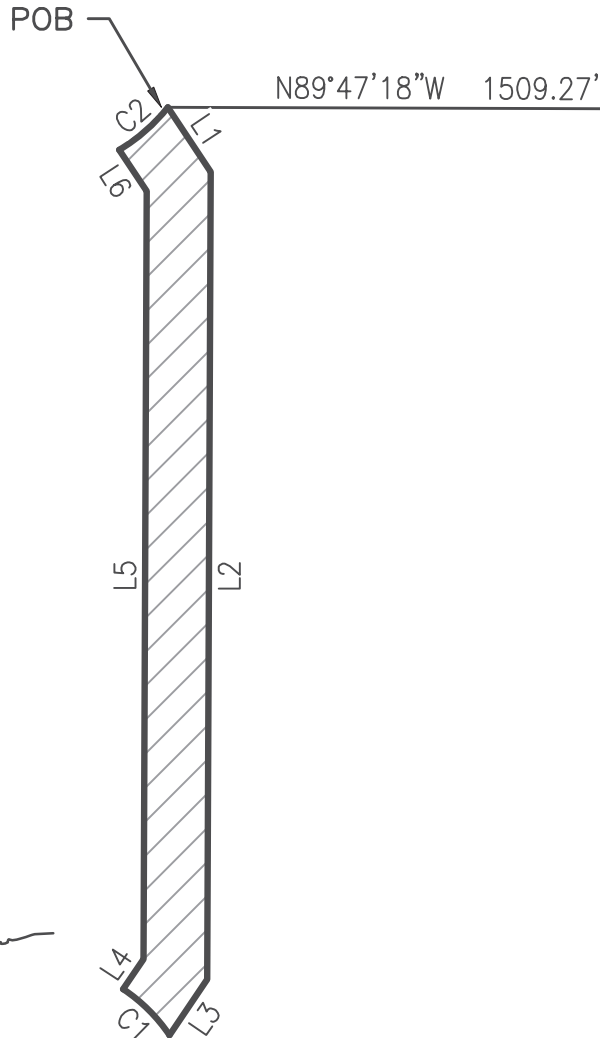
LINE TABLE		
NO.	LENGTH	BEARING
L1	107.19'	S19°20'26"E
L2	74.20'	S65°11'07"E
L3	132.95'	S00°14'52"W
L4	16.76'	S29°10'29"W
L5	7.84'	N29°10'29"E
L6	115.00'	N00°14'52"E
L7	69.79'	N65°13'28"W
L8	103.76'	N19°20'26"W

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	20.47'	55.00'	021°19'25"	10.35'	20.35'	N50°09'49"W
C2	23.44'	55.00'	024°25'24"	11.90'	23.27'	N39°55'38"E



SCALE 1" = 60'	NORTH COPPER CANYON PARCEL 7.1	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	SEWER EASEMENT (NORTH)	2 OF 2

SOUTHWEST CORNER, SECTION 11
TOWNSHIP 04 NORTH, RANGE 02 WEST



Richard G. Alcocer



= SEWER EASEMENT AREA

SCALE 1" = 60'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

NORTH COPPER CANYON
PARCEL 7.1

SEWER EASEMENT (SOUTH)



1 OF 2

LINE TABLE		
NO.	LENGTH	BEARING
L1	24.30'	S33°40'55"E
L2	252.20'	S00°14'52"W
L3	21.15'	S34°10'40"W
L4	11.29'	N34°10'40"E
L5	240.00'	N00°14'52"E
L6	15.51'	N33°40'55"W

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	20.47'	55.00'	021°19'25"	10.35'	20.35'	N45°09'38"W
C2	20.30'	55.00'	021°08'32"	10.26'	20.18'	N48°39'20"E



SCALE 1" = 60'	NORTH COPPER CANYON PARCEL 7.1	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	SEWER EASEMENT (SOUTH)	2 OF 2

Courtland Homes, Inc

Temporary Sewer Line Easement

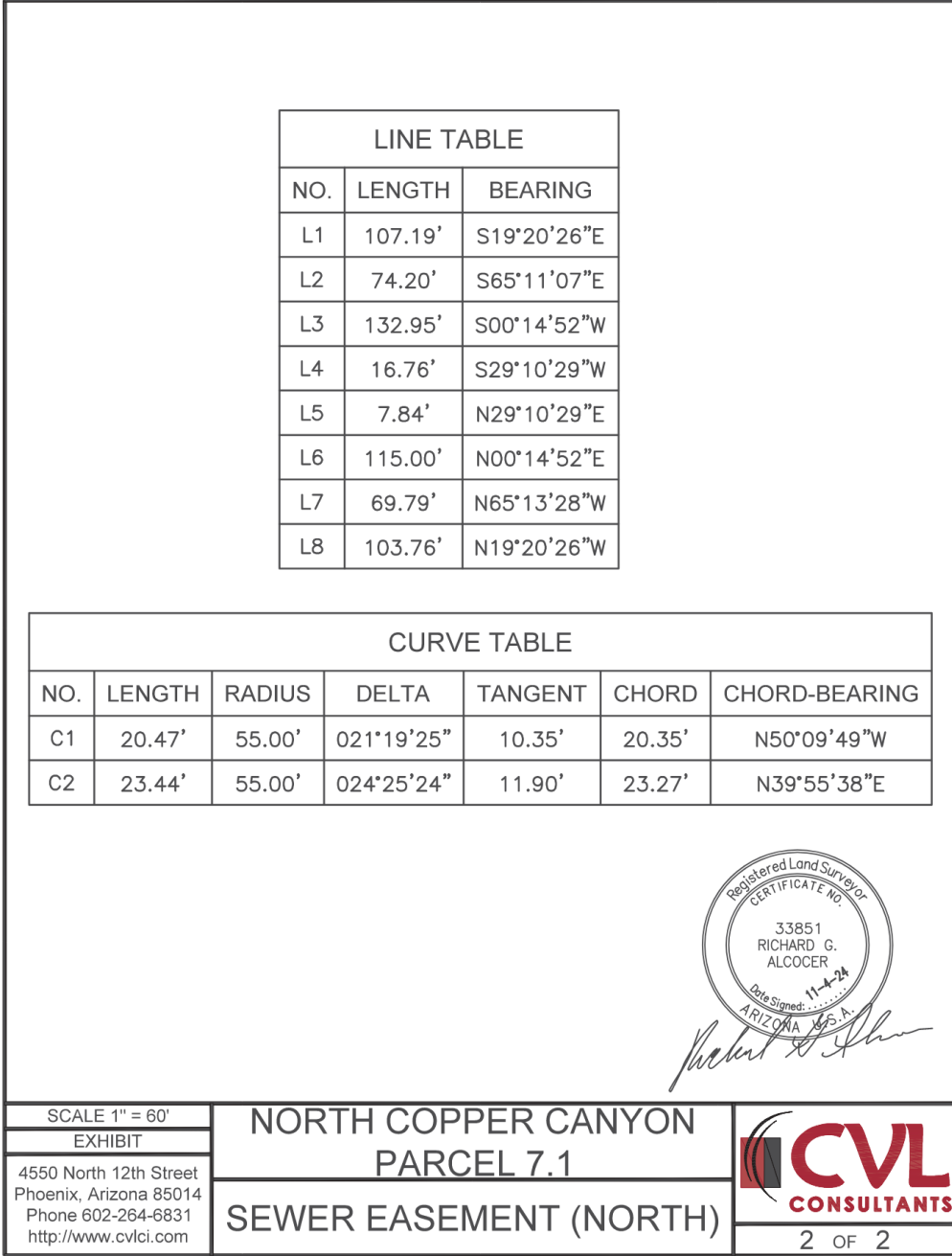
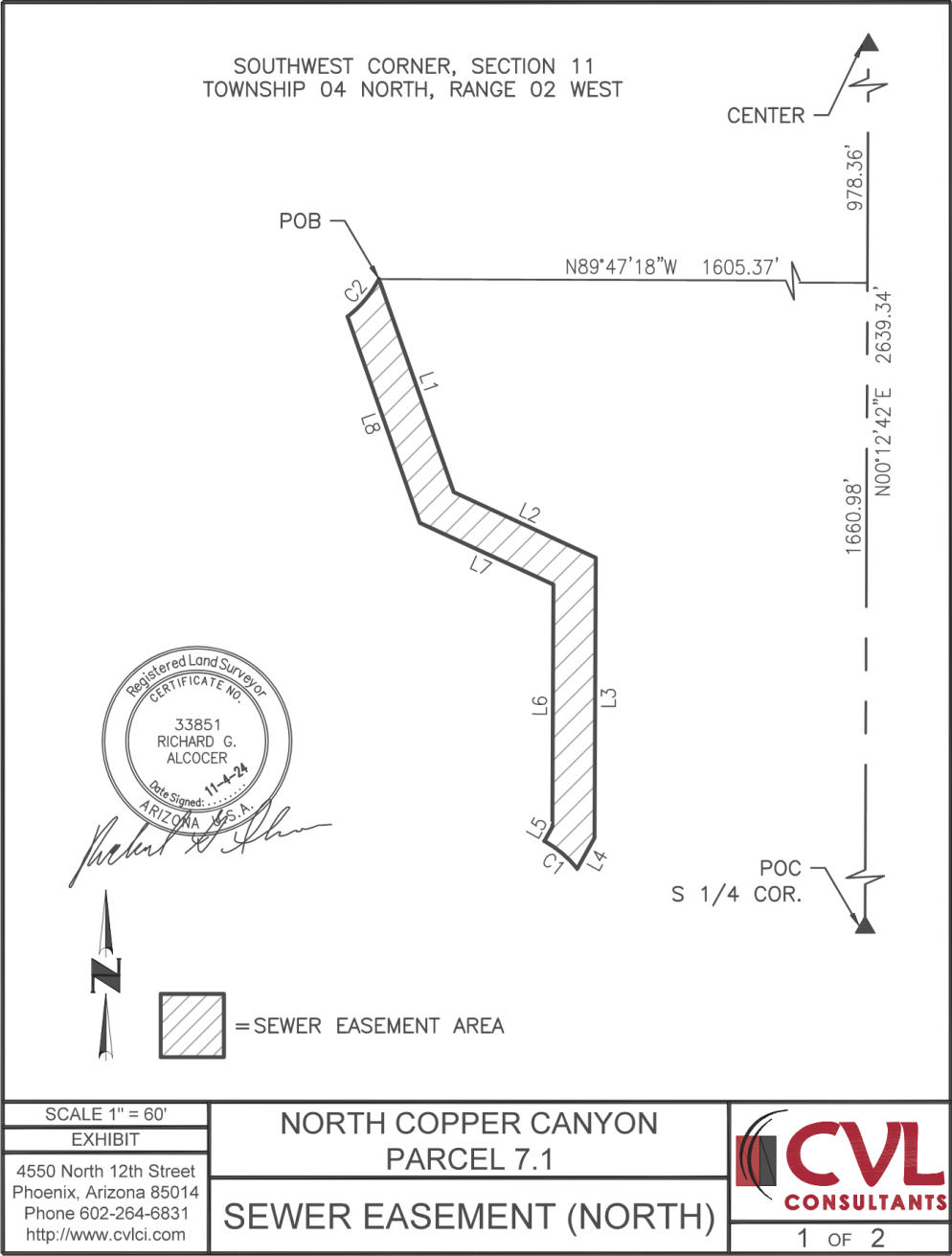
City Council

April 1, 2025

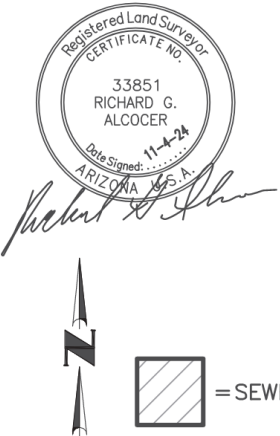


SURPRISE
ARIZONA

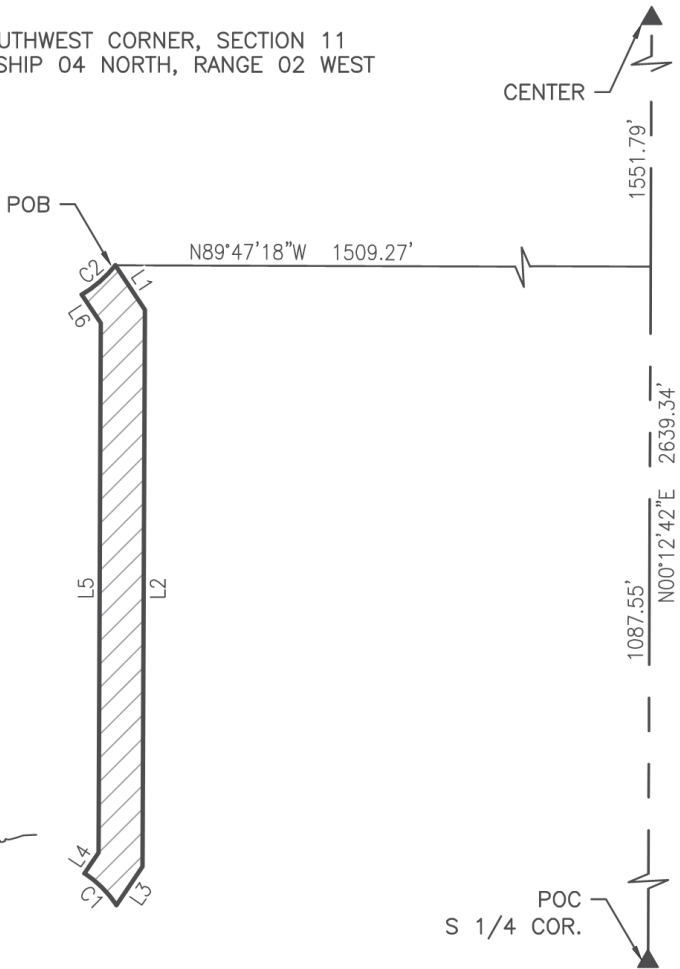




SOUTHWEST CORNER, SECTION 11
TOWNSHIP 04 NORTH, RANGE 02 WEST



 = SEWER EASEMENT AREA



SCALE 1" = 60'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

NORTH COPPER CANYON
PARCEL 7.1

SEWER EASEMENT (SOUTH)



1 OF 2

LINE TABLE		
NO.	LENGTH	BEARING
L1	24.30'	S33°40'55"E
L2	252.20'	S00°14'52"W
L3	21.15'	S34°10'40"W
L4	11.29'	N34°10'40"E
L5	240.00'	N00°14'52"E
L6	15.51'	N33°40'55"W

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	20.47'	55.00'	021°19'25"	10.35'	20.35'	N45°09'38"W
C2	20.30'	55.00'	021°08'32"	10.26'	20.18'	N48°39'20"E



SCALE 1" = 60'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

NORTH COPPER CANYON
PARCEL 7.1

SEWER EASEMENT (SOUTH)



2 OF 2

Questions or Comments?

THANK YOU



SURPRISE

ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action on accepting a Special Warranty Deed for dedication of Right of Way from Langley Partners Investments, LLC for right of way along Jomax Road east of 163rd Avenue.

Motion:

I move to approve accepting a Special Warranty Deed from Langley Partners Investments, LLC.

Background:

In 2023, the City of Surprise residents approved a General Obligation (G.O.) Bond for several projects. One of those projects was the improvement of 163rd Avenue north of Grand Avenue. With ongoing development in the area, the City identified the need to improve access into this area. The right of way being dedicated is in association with the road improvements being done along 163rd Avenue at Jomax Road. This will allow the City to widen the roadways to allow for safer traffic movements into and out of this area.

Objective Analysis:

As this area continues to develop, additional lanes are needed to handle the increase in traffic.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

This project is part of the 2023 G. O. Bond. Right of way is needed to support the roadway network that feeds into 163rd Avenue from Jomax Road. The City will plan for future operation and maintenance when the road is in place and accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. 2025.02.27 Langley Ptrs Investments Jomax-163rd TCE_SWD SIGNED
 2. Langley Partners SWD - CC 04.01.25
-

When recorded return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of Ten Dollar (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **LANGLEY PARTNERS INVESTMENTS, LLC**, an Arizona limited liability company ("Grantor"), hereby conveys to the **CITY OF SURPRISE**, an Arizona municipal corporation, the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A & B attached hereto and incorporated herein by this reference (the "Property").

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

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

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Kevin Sator

Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Kevin Sator, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION

A portion of that real property described in that Special Warranty Deed recorded as Instrument 2022-0142552 records of Maricopa County, Arizona, being located in the Southwest Quarter of Section 31, Township 5 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

COMMENCING at the Southwest Corner of said Section 31, from which the Northeast Corner of Section 1 Township 4 North, Range 2 West of the Gila and Salt River Meridian, lies North 89°47'37" East 907.46 feet;

Thence along the south line of said Southwest Quarter North 89°47'37" East 130.16 feet;

Thence departing said line North 00°12'23" West 55.00 feet to the most southerly southwest corner of said real property and the POINT OF BEGINNING;

Thence along the southwest line of said real property North 45°00'15" West 14.10 feet;

Thence departing said line North 89°47'37" East 374.90 feet to the east line of said real property;

Thence along said line South 00°04'51" West 10.00 feet;

Thence South 89°47'37" West 365.12 feet to the POINT OF BEGINNING.

Containing 0.08 acres, more or less.

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

End of description



NORTH PROPERTY LINE

EXHIBIT "B"

LANGLEY PARTNERS INVESTMENTS, LLC
SWD 2022-0142552 M.C.R.
APN 503-52-019H

163rd AVENUE

100'
ROW

LINE TABLE

LINE	BEARING	LENGTH
L1	N45°02'15"W	14.10'
L2	N89°47'37"E	374.90'
L3	S00°04'51"W	10.00'
L4	S89°47'37"W	365.12'

TIE LINE TABLE

LINE	BEARING	LENGTH
T1	N89°47'37"E	130.16'
T2	N00°12'23"W	55.00'

WEST PROPERTY LINE

EAST PROPERTY LINE

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
M.C.R.	MARICOPA COUNTY RECORDER
APN	ASSESSOR PARCEL NUMBER
ROW	ROAD RIGHT-OF-WAY
	ROW DEDICATION AREA=0.08 ACRES +/-

L2
L4

SW COR
SEC 31
T5N, R1W

ROW
25'

NE COR
SEC 1
T4N, R2W

JOMAX ROAD

N89°47'37"E 907.46'

BASIS OF BEARINGS

Maricopa County Low Distortion Projection
Linear unit: International foot
Geodetic Datum: NAD 1983
Projection type: Lambert Conformal Conic
(single parallel)
Latitude of origin: 33°15'00"N
Central meridian: 112°15'00" W
False northing: 1,500,000.000 ft
False easting: 2,500,000.000 ft
Standard parallel scale: 1.000045



CITY OF SURPRISE
LAND SURVEY DEPARTMENT
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

ROAD RIGHT-OF-WAY DEDICATION

PROJECT # 23021

DRAWN BY RCD

DATE 02-26-25

SHEET 1 OF 1

Langley Partners

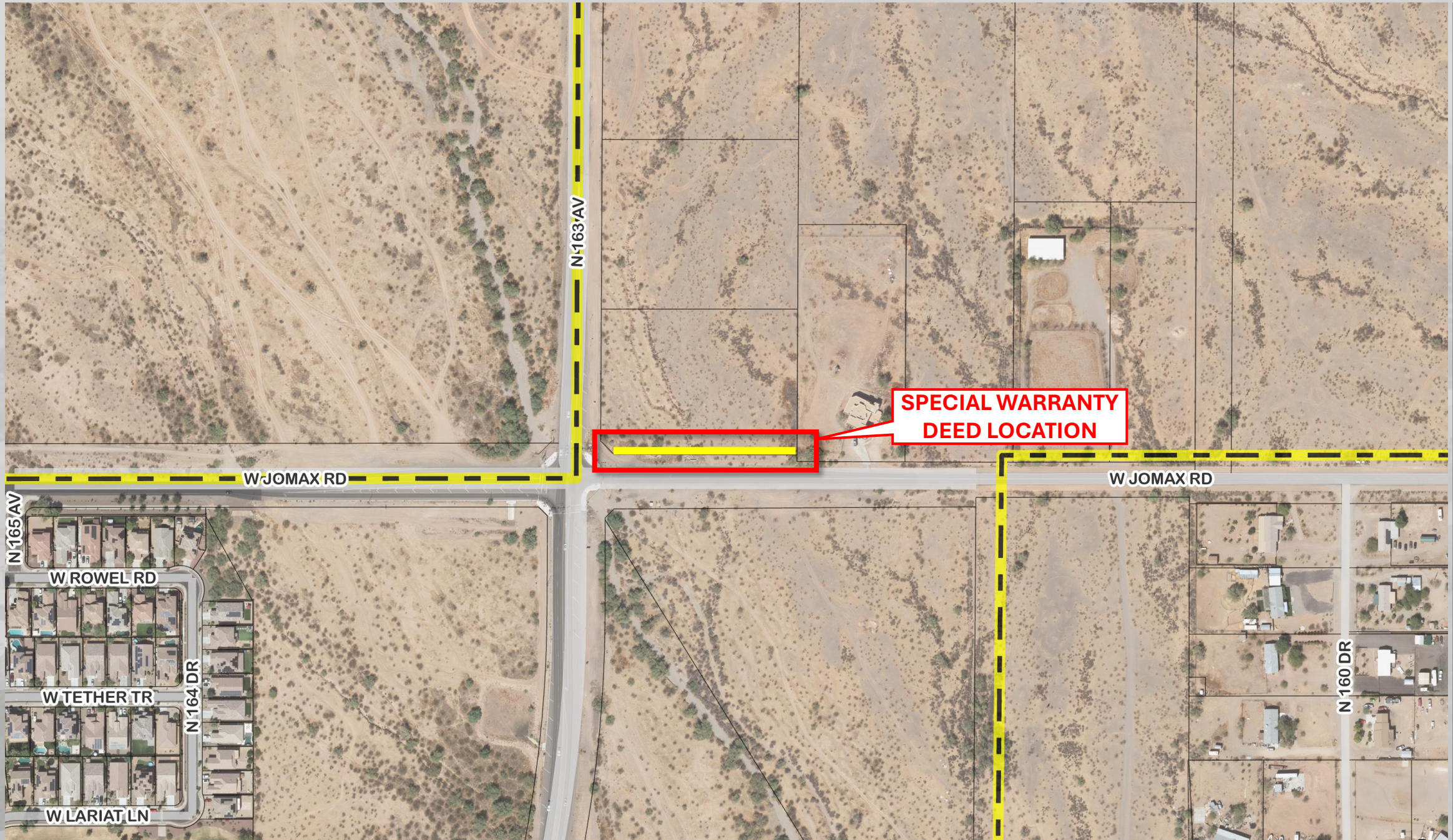
Special Warranty Deed

City Council

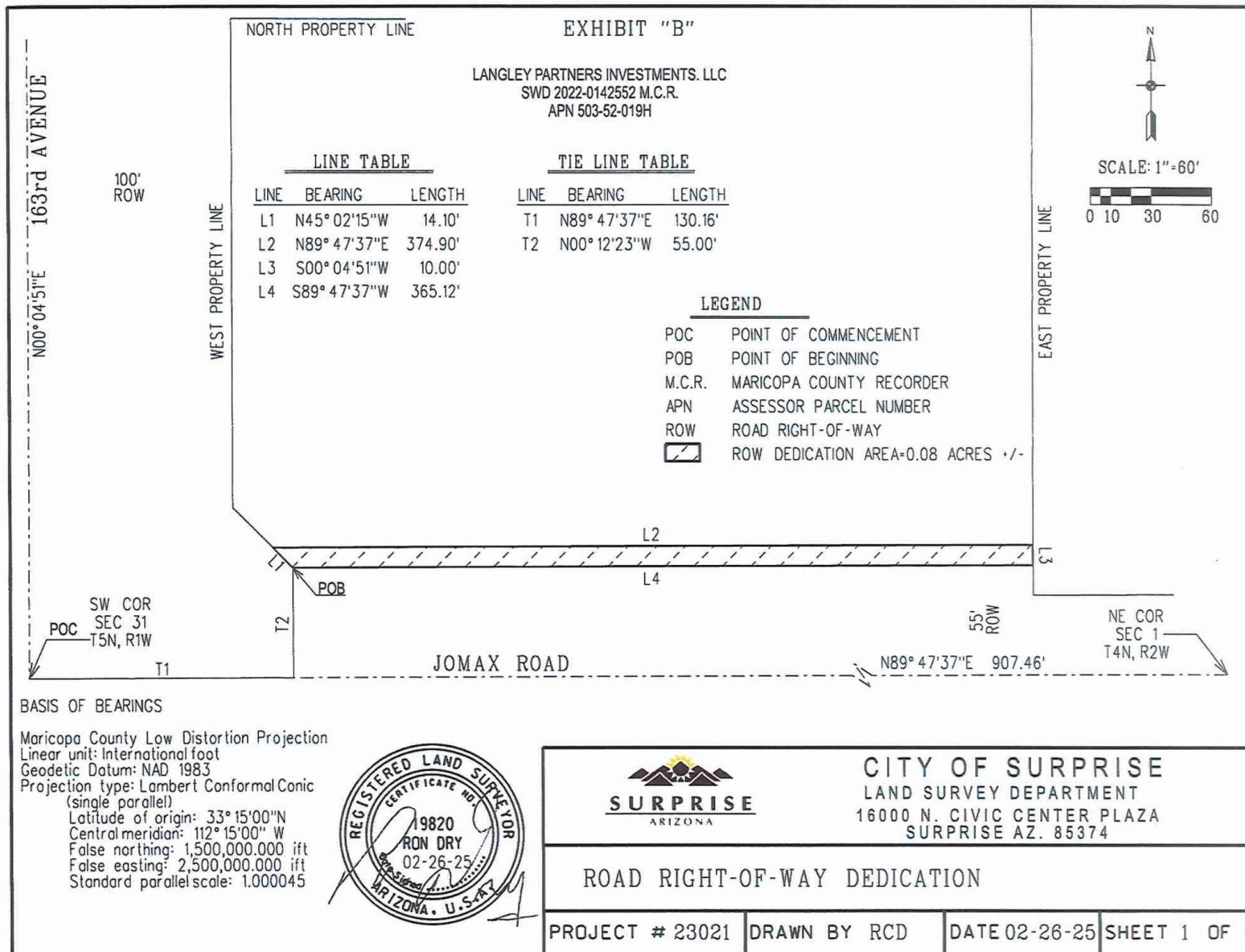
April 1, 2025



SURPRISE
ARIZONA



VICINITY MAP



EXHIBIT

Questions or Comments?

THANK YOU



SURPRISE

ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action on accepting a Temporary Drainage Easement from Langley Partners Investments, LLC north of Jomax Road, west of 163rd Avenue.

Motion:

I move to approve accepting a Temporary Drainage Easement from Langley Partners Investments, LLC.

Background:

In 2023, the City of Surprise residents approved a General Obligation (G.O.) Bond for several projects. One of those projects was the improvement of 163rd Avenue north of Grand Avenue. With ongoing development, the City identified the need to improve access into this area. The Temporary Drainage Easement being dedicated is needed in association with the dedication of right of way for the same area, that will allow the City to expand 163rd Avenue to 3 northbound lanes at Jomax Road.

Objective Analysis:

As this area continues to develop, additional lanes and associated drainage easements are needed to handle the increase in traffic and rain occurrence run-off.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

This project is part of the 2023 G.O. Bonds. The drainage easement is needed to support the expansion of 163rd Avenue and the roadway network that feeds into 163rd Avenue from Jomax Road. The City will plan for future operation and maintenance when the drainage easement is in place.

FTE Impact:

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

ATTACHMENTS:

1. 2025.02.27 Langley Ptrs Investments Jomax-163rd DE_LPI SIGNED
 2. Langley Partners TDE - CC 04.01.25
-

WHEN RECORDED, RETURN TO:

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

DRAINAGE EASEMENT

This Drainage Easement (the "Easement") is executed this 21 day of FEBRUARY, 2025, by and between Langley Partners Investments, LLC, an Arizona limited liability company ("Grantor"), and the City of Surprise, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Maricopa County, Arizona located in the South Half of the Southwest Quarter of Section 31, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee an exclusive drainage easement over, under and across a portion (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

- 1. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement over the Easement Area for drainage purposes. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Area. Grantor may make use of the Easement Area so long as such use does not unreasonably interfere with the purposes of this Easement – namely to receive, accept, handle, control, and contain drainage from adjacent streets and roadways.
- 2. Not a Public Dedication. Other than the grant of this Easement for drainage purposes, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.

GRANTEE:

City of Surprise, an Arizona municipal
corporation

By: _____
Kevin Sator
Its: Mayor

STATE OF ARIZONA)
) SS.
County of Maricopa)

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

EXHIBIT "A"

DESCRIPTION

TEMPORARY DRAINAGE EASEMENT DEDICATION

A portion of that real property described in that Special Warranty Deed recorded as Instrument 2022-014552 records of Maricopa County, Arizona being located in the Southwest Quarter of Section 31, Township 5 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

COMMENCING at the Southwest Corner of said Section 31, from which the Northeast Corner of Section 1 Township 4 North, Range 2 West of the Gila and Salt River Meridian, lies North 89°47'37" East 907.46 feet;

Thence along the south line of said Southwest Quarter North 89°47'37" East 400.12 feet;

Thence departing said line North 00°12'23" West 65.00 feet to the POINT OF BEGINNING;

Thence North 00°12'23" West 140.00 feet;

Thence North 89°47'37" East 95.00 feet to the East line of said real property;

Thence along said East line South 00°09'56" East 140.00 feet;

Thence South 89°47'37" West 95.00 feet to the POINT OF BEGINNING.

Containing 0.31 acres, more or less.

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

End of description

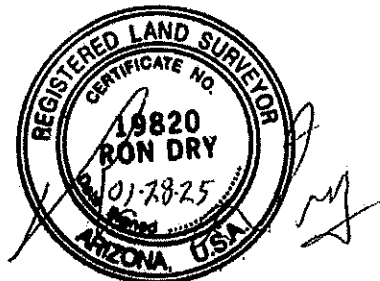


EXHIBIT "B"

LANGLEY PARTNERS INVESTMENTS, LLC
SWD 2022-014562 M.C.R.
APN 503-52-019H

LINE TABLE

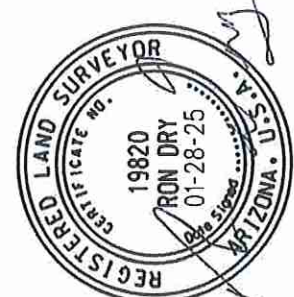
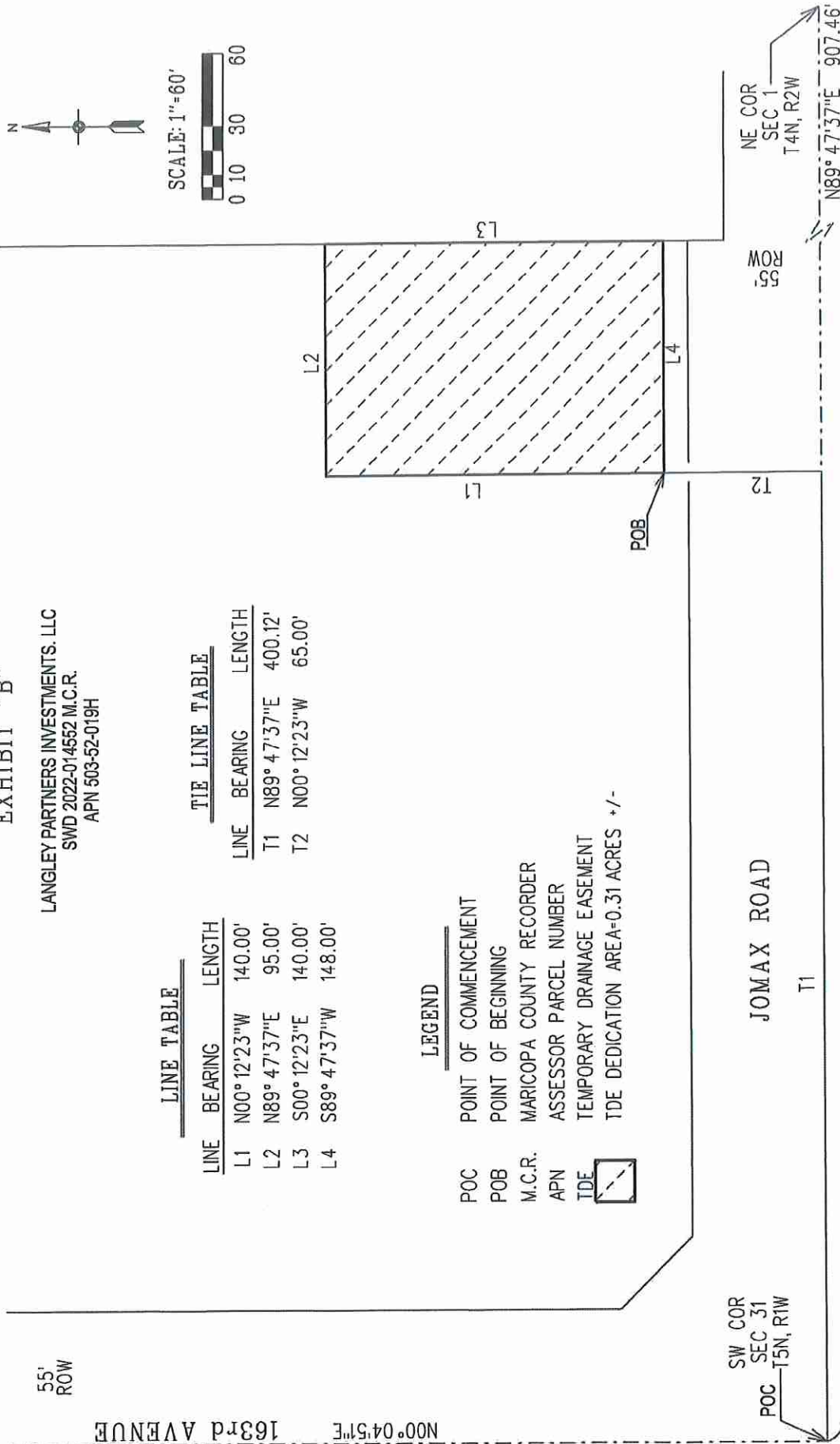
LINE	BEARING	LENGTH
L1	N00°12'23"W	140.00'
L2	N89°47'37"E	95.00'
L3	S00°12'23"E	140.00'
L4	S89°47'37"W	148.00'

TIE LINE TABLE

LINE	BEARING	LENGTH
T1	N89°47'37"E	400.12'
T2	N00°12'23"W	65.00'

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
M.C.R. MARICOPA COUNTY RECORDER
APN ASSESSOR PARCEL NUMBER
TDE TEMPORARY DRAINAGE EASEMENT
TDE DEDICATION AREA=0.31 ACRES +/-



BASIS OF BEARINGS
Maricopa County Low Distortion Projection
Linear unit: International foot
Geodetic Datum: NAD 1983
Projection type: Lambert Conformal Conic
(single parallel)
Latitude of origin: 33°15'00"N
Central meridian: 112°15'00" W
False northing: 1,500,000.000 ft
False easting: 2,500,000.000 ft
Standard parallel scale: 1.000045



CITY OF SURPRISE
LAND SURVEY department
16000 N. CIVIC CENTER PLAZA
SURPRISE AZ. 85374

TEMPORARY DRAINAGE EASEMENT DEDICATION

PROJECT # 23021

DRAWN BY RCD

DATE 01-28-25

SHEET 1 OF 1

Langley Partners

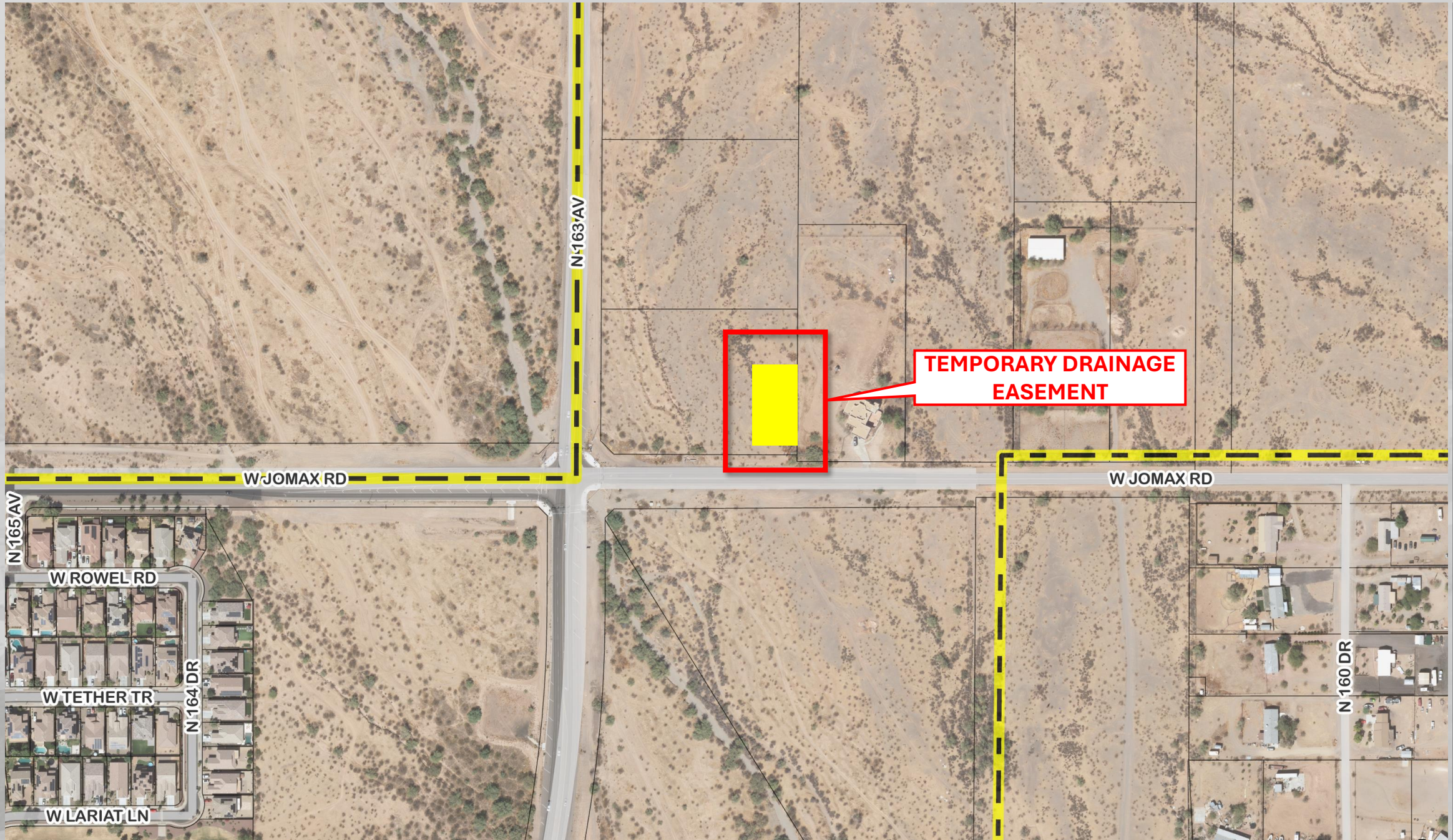
Temporary Drainage Easement

City Council

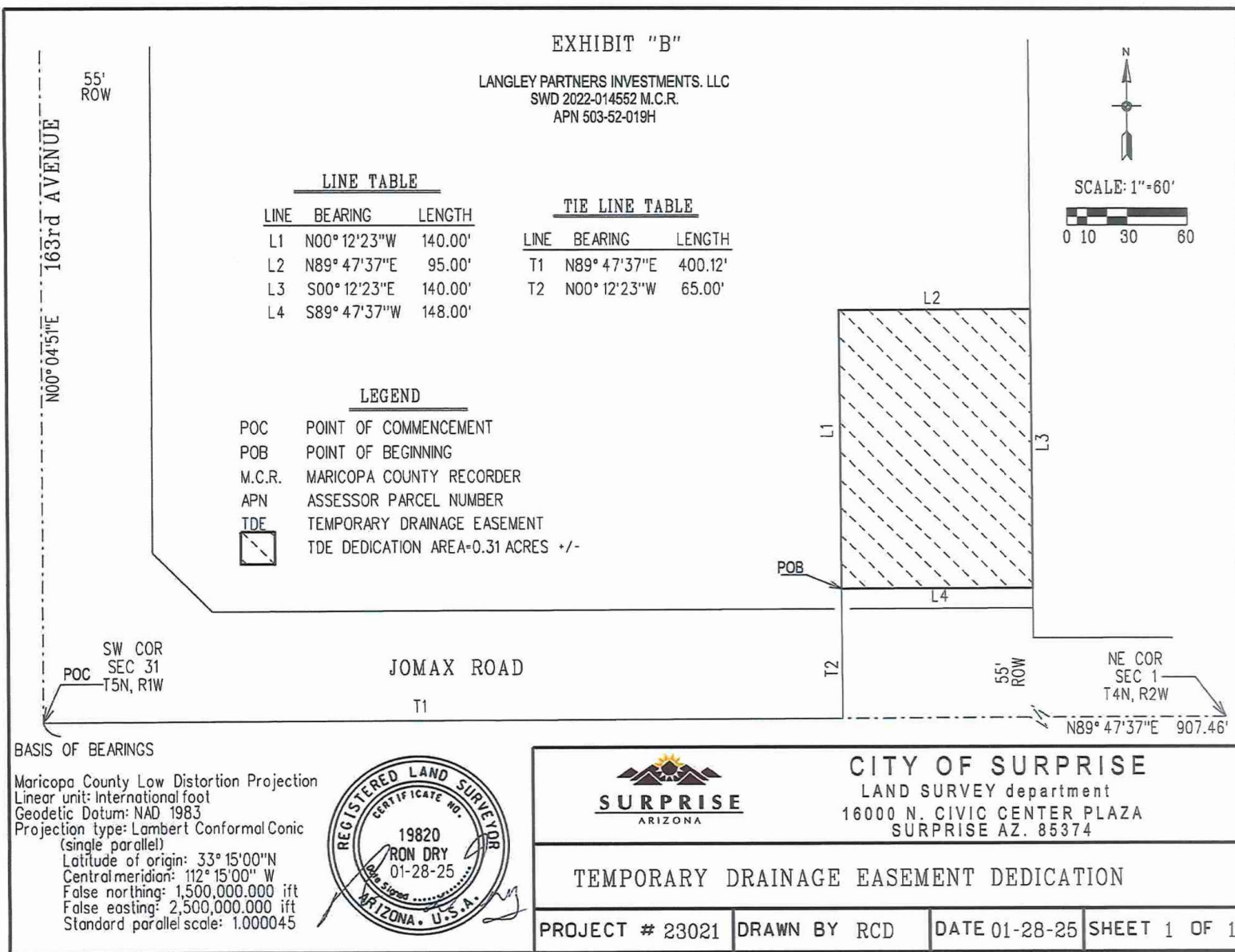
April 1, 2025



SURPRISE
ARIZONA



VICINITY MAP



Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025

Contact Person: Lloyd Abrams, Director -
Community Development

Submitting Department: Community Development District: District 1

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and Action pertaining to acceptance of a Waterline Easement from SimonCRE Asante, LLC, near 163rd Avenue and Pat Tillman Boulevard.

Motion:

I move to accept the Waterline Easement from SimonCRE Asante, LLC.

Background:

SimonCRE Asante, LLC is extending an existing waterline south of Pat Tillman Blvd. in order to connect new commercial development in the area to the waterline.

Objective Analysis:

Approval of this item will allow the City to maintain access to the waterline that is being extended.

Policy Compliant:

Approval of this item is policy compliant and advances the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. Waterline Easement owner signed

WHEN RECORDED, RETURN TO:

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

WATER LINE EASEMENT

This Water Line Easement (the "Easement") Agreement is executed this ____ day of April, 2025, by and between SimonCRE Asante, LLC, an Arizona limited liability company, hereinafter referred to as "Grantor," and the City of Surprise, Arizona, an Arizona municipal corporation, hereinafter referred to as "Grantee". Grantor and Grantee may be individually referred to as Party or collectively referred to as Parties.

RECITALS

- A. Grantor is the fee title owner of a parcel of land legally described in Exhibit A; see Maricopa County Recorder's ("M.C.R.") documents # 20250022706 ("Property").
- B. Grantor has received City approval to develop a commercial project located on the real property described in Exhibit A. The City's approval for construction and development of the Property were contingent upon Grantor granting to the City all necessary public rights-of-way and/or easements in order to establish, receive and continue to receive City municipal services, including wastewater services.
- C. Grantor now desires to grant to Grantee, and Grantee agrees to accept from Grantor, a perpetual, exclusive water line easement on, over, under, through, and across portions of Grantor's Property (the "Easement Area"). The Easement Area is legally described in Exhibit "B" and depicted on Exhibit "C".

EASEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:

1. Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area, including all necessary points of ingress and egress to and from the Easement Area whether specified and described herein, or not. Grantor, its successors, assigns, agents, invitees, employees, occupants, permittees, and licensees (all collectively "Grantor") shall not unreasonably interfere with Grantee's easement rights including Grantee's right to construct, install, maintain, access, and replace a water line located within the Easement Area. Grantor shall not erect, construct, or permit to be erected or constructed, any structure or other permanent improvement within the

Easement Area. Grantor may make use of the Easement Area for such uses that do not unreasonably interfere with the purposes of this Easement.

2. Restoration of Property. Grantee, its successors and assigns, agents, or any other person or entity authorized by Grantee to enter upon and perform work within the Easement Area (collectively "Grantee"), pursuant to the rights granted pursuant to this Easement, shall, upon completion of such work, repair and restore the Easement Area to the same or reasonably similar condition as existed prior to such work being performed. Grantee shall not be responsible for repairing or replacing any impediments or improvements, including landscaping, mature trees, etc., that otherwise unreasonably interfere with the Grantee's use, preservation, and access to the Easement Area for sewer line purposes.
3. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee, and any and all administrators, personal representatives, successors and assigns.
4. Not a Public Dedication. Other than the grant of the Easement for the purposes set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public.
5. Indemnification. Grantor shall indemnify Grantee from and against any loss, damage or injury of any kind or nature whatsoever to any person or property arising from the use of the Easement Area by Grantor, or its residents, occupants, permittees, agents, employees, licensees, invitees, or contractors, unless such loss, damage, or injury was solely the result of the gross negligence or intentional misconduct of Grantee.
6. Miscellaneous. A.R.S. § 38-511 is applicable. Headings herein are for convenience only and shall not define or limit the provision hereof. This Water Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Easement, and the remainder hereof shall be effective as though such void, invalid, or inoperative term, provision, covenant or condition had been omitted. Jurisdiction and venue for any action brought pursuant to this Easement shall be Maricopa County, Arizona.

[SIGNATURES FOLLOWS ON NEXT PAGE]

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

GRANTOR:

SimonCRE Asante, LLC,
an Arizona limited liability company

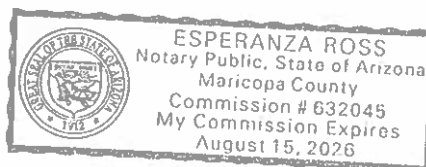
By: [Signature]
Joshua Simon, Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 16th day of January 2025, by Joshua Simon, known by me as the Manager for SimonCRE Asante, LLC, an Arizona limited liability company.

[Signature]
Notary Public

My Commission Expires:
Aug 15, 2026



CITY OF SURPRISE,
An Arizona municipal corporation

Its: Mayor

Kristi Passarelli, City Clerk

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, known by me as the Mayor of the City of Surprise an Arizona municipal corporation.

My Commission Expires:

EXHIBIT A

LOT 2, OF ASANTE TRAILS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1770 OF MAPS, PAGE 4.

EXHIBIT B

Legal Description of Easement Area

Located in Northeast Quarter of Section 13, Township 4 North, Range 2 West, Gila and Salt River Meridian, Maricopa County, Arizona;

Being a portion of Lot 2 of the Final Plat for Asante Trails, recorded in Book 1770, Page 4, Maricopa County Records, being described as follows:

Commencing at the Northwest corner of said Lot 2

Thence South 89°08'07" East, along the North line of said Lot 2, a distance of 7.28 feet to the Point of Beginning;

Thence continuing South 89°08'07" East, a distance of 20.00 feet;

Thence departing said North line, South 00°45'24" West, a distance of 30.60 feet;

Thence South 89°14'36" East, a distance of 9.50 feet;

Thence South 00°45'24" West, a distance of 12.00 feet;

Thence North 89°14'36" West, a distance of 9.50 feet;

Thence South 00°45'24" West, a distance of 219.95 feet;

Thence South 89°14'36" East, a distance of 47.79 feet;

Thence North 00°45'24" East, a distance of 29.97 feet;

Thence South 89°14'36" East, a distance of 12.00 feet;

Thence South 00°45'24" West, a distance of 29.97 feet;

Thence South 89°14'36" East, a distance of 166.95 feet;

Thence North 00°45'24" East, a distance of 25.21 feet;

Thence South 89°14'36" East, a distance of 12.00 feet;

Thence South 00°45'24" West, a distance of 25.21 feet;

Thence South 89°14'36" East, a distance of 174.93 feet;

Thence North 00°45'24" East, a distance of 24.00 feet;

Thence South 89°14'36" East, a distance of 12.00 feet;

Thence South 00°45'24" West, a distance of 24.00 feet;

Thence South 89°14'36" East, a distance of 75.62 feet;

Thence North 45°45'24" East, a distance of 14.13 feet;

Thence North 00°45'24" East, a distance of 64.01 feet;

Thence South 89°14'36" East, a distance of 119.98 feet;

Thence North 00°45'24" East, a distance of 31.50 feet;
Thence South 89°14'36" East, a distance of 12.00 feet;
Thence South 00°45'24" West, a distance of 43.50 feet;
Thence North 89°14'36" West, a distance of 119.98 feet;
Thence South 00°45'24" West, a distance of 9.94 feet;
Thence South 89°14'36" East, a distance of 18.25 feet;
Thence South 00°45'24" West, a distance of 12.00 feet;
Thence North 89°14'36" West, a distance of 18.25 feet;
Thence South 00°45'24" West, a distance of 35.04 feet;
Thence South 45°45'24" West, a distance of 20.75 feet;
Thence South 44°14'36" East, a distance of 15.80 feet;
Thence South 00°45'24" West, a distance of 77.22 feet;
Thence South 89°14'36" East, a distance of 28.96 feet;
Thence South 00°45'24" West, a distance of 12.00 feet;
Thence North 89°14'36" West, a distance of 28.96 feet;
Thence South 00°45'24" West, a distance of 171.43 feet;
Thence South 89°14'36" East, a distance of 23.11 feet;
Thence South 00°00'00" East, a distance of 12.00 feet;
Thence North 89°14'36" West, a distance of 23.27 feet;
Thence South 00°45'24" West, a distance of 21.76 feet;
Thence South 89°14'36" East, a distance of 103.85 feet;
Thence North 00°40'56" East, a distance of 7.49 feet;
Thence South 89°19'04" East, a distance of 12.00 feet;
Thence South 00°40'56" West, a distance of 19.51 feet;
Thence North 89°14'36" West, a distance of 115.87 feet;
Thence South 00°45'24" West, a distance of 171.43 feet;
Thence South 89°14'36" East, a distance of 30.09 feet;
Thence South 00°45'24" West, a distance of 12.00 feet;
Thence North 89°14'36" West, a distance of 30.09 feet;
Thence South 00°45'24" West, a distance of 150.70 feet;
Thence South 89°14'36" East, a distance of 28.97 feet;
Thence South 00°45'24" West, a distance of 12.00 feet;

Thence North 89°14'36" West, a distance of 28.97 feet;
Thence South 00°45'24" West, a distance of 246.69 feet;
Thence South 89°14'36" East, a distance of 30.03 feet;
Thence South 00°45'24" West, a distance of 12.00 feet;
Thence North 89°14'36" West, a distance of 30.03 feet;
Thence South 00°45'24" West, a distance of 16.12 feet;
Thence North 89°14'36" West, a distance of 20.00 feet;
Thence North 00°45'24" East, a distance of 919.06 feet;
Thence North 44°14'36" West, a distance of 12.88 feet;
Thence North 89°14'36" West, a distance of 510.67 feet;
Thence North 00°45'24" East, a distance of 282.59 feet to the Point of Beginning.

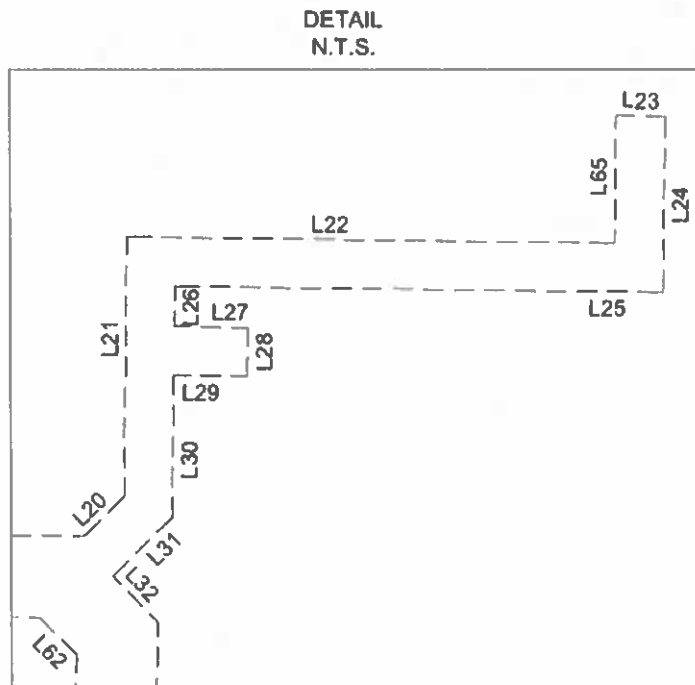
Containing 41,729.57 square feet or 0.96 acres, more or less.

EXHIBIT C

Depiction of Easement Area

[FOLLOWS ON NEXT PAGE]

Line Table		
Line #	Direction	Length
L1	S89° 08' 07"E	20.00'
L2	S00° 45' 24"W	30.60'
L3	S89° 14' 36"E	9.50'
L4	S00° 45' 24"W	12.00'
L5	N89° 14' 36"W	9.50'
L6	S00° 45' 24"W	219.95'
L7	S89° 14' 36"E	47.79'
L8	N00° 45' 24"E	29.97'
L9	S89° 14' 36"E	12.00'
L10	S00° 45' 24"W	29.97'
L11	S89° 14' 36"E	166.95'
L12	N00° 45' 24"E	25.21'
L13	S89° 14' 36"E	12.00'
L14	S00° 45' 24"W	25.21'
L15	S89° 14' 36"E	174.93'
L16	N00° 45' 24"E	24.00'
L17	S89° 14' 36"E	12.00'
L18	S00° 45' 24"W	24.00'
L19	S89° 14' 36"E	75.62'
L20	N45° 45' 24"E	14.13'
L21	N00° 45' 24"E	64.01'
L22	S89° 14' 36"E	119.98'



645 E. MISSOURI AVE., STE. 420
PHOENIX, ARIZONA 85012

P: 602.297.8732 • F: 602.230.8450

EXHIBIT

WATER LINE EASEMENT
ASANTE TRAILS COMMERCIAL
CITY OF SURPRISE

Project No. 1696
Sheet 2 OF 3

Date : 11/14/24



Line Table		
Line #	Direction	Length
L23	S89° 14' 36"E	12.00'
L24	S00° 45' 24"W	43.50'
L25	N89° 14' 36"W	119.98'
L26	S00° 45' 24"W	9.94'
L27	S89° 14' 36"E	18.25'
L28	S00° 45' 24"W	12.00'
L29	N89° 14' 36"W	18.25'
L30	S00° 45' 24"W	35.04'
L31	S45° 45' 24"W	20.75'
L32	S44° 14' 36"E	15.80'
L33	S00° 45' 24"W	77.22'
L34	S89° 14' 36"E	28.96'
L35	S00° 45' 24"W	12.00'
L36	N89° 14' 36"W	28.96'
L37	S00° 45' 24"W	171.43'
L38	S89° 14' 36"E	23.11'
L39	S00° 00' 00"E	12.00'
L40	N89° 14' 36"W	23.27'
L41	S00° 45' 24"W	21.76'
L42	S89° 14' 36"E	103.85'
L43	N00° 40' 56"E	7.49'
L44	S89° 19' 04"E	12.00'

Line Table		
Line #	Direction	Length
L45	S00° 40' 56"W	19.51'
L46	N89° 14' 36"W	115.87'
L47	S00° 45' 24"W	171.43'
L48	S89° 14' 36"E	30.09'
L49	S00° 45' 24"W	12.00'
L50	N89° 14' 36"W	30.09'
L51	S00° 45' 24"W	150.70'
L52	S89° 14' 36"E	28.97'
L53	S00° 45' 24"W	12.00'
L54	N89° 14' 36"W	28.97'
L55	S00° 45' 24"W	246.69'
L56	S89° 14' 36"E	30.03'
L57	S00° 45' 24"W	12.00'
L58	N89° 14' 36"W	30.03'
L59	S00° 45' 24"W	16.12'
L60	N89° 14' 36"W	20.00'
L61	N00° 45' 24"E	919.06'
L62	N44° 14' 36"W	12.88'
L63	N89° 14' 36"W	510.67'
L64	N00° 45' 24"E	282.59'
L65	N00° 45' 24"E	31.50'



645 E. MISSOURI AVE., STE. 420
PHOENIX, ARIZONA 85012

P: 602.297.8732 • F: 602.230.8458

EXHIBIT

WATER LINE EASEMENT ASANTE TRAILS COMMERCIAL CITY OF SURPRISE

Project No. 1696
Sheet 3 OF 3

Date: 11/14/24

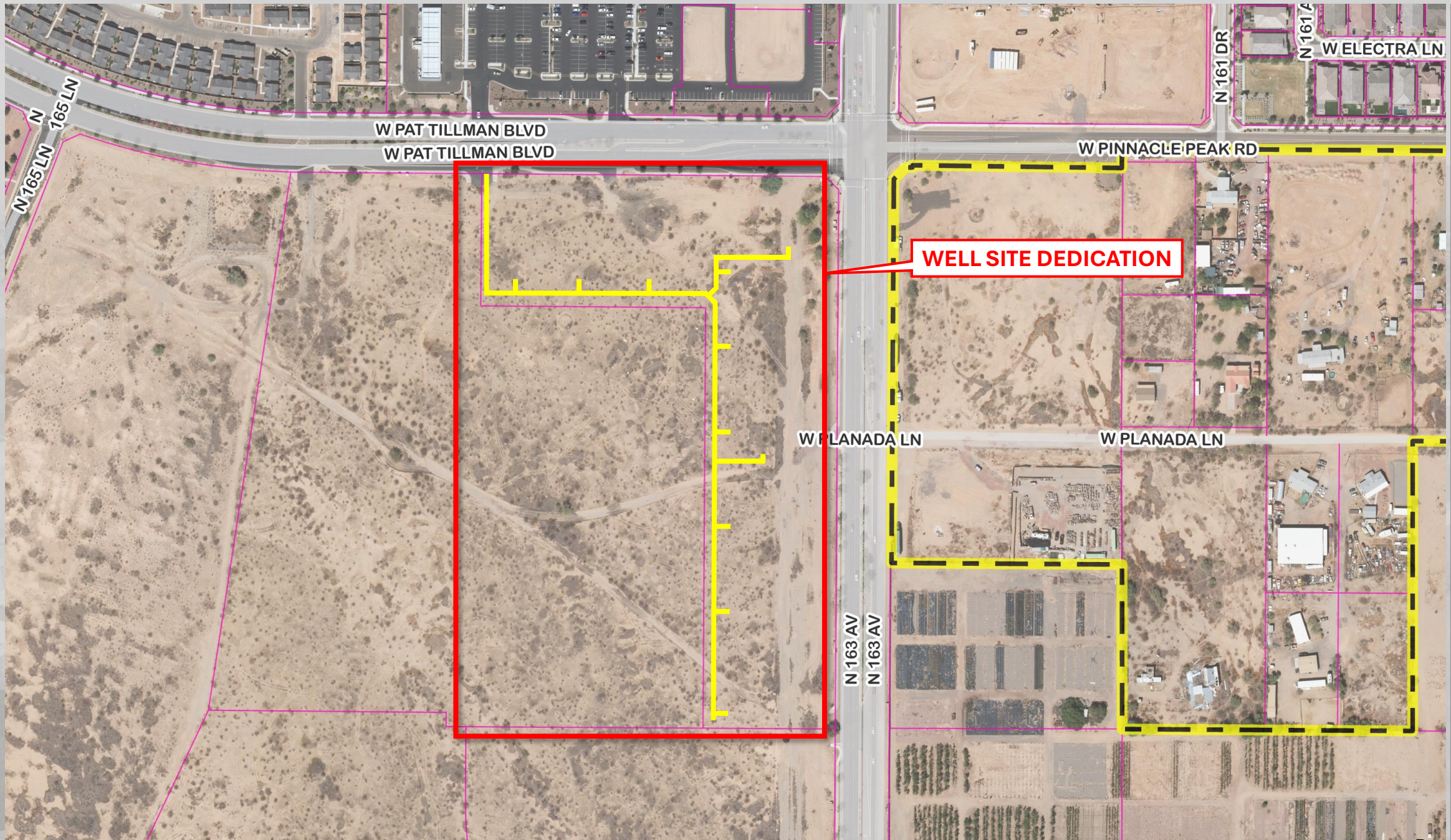
SimonCRE Asante, LLC

Water Line Easement

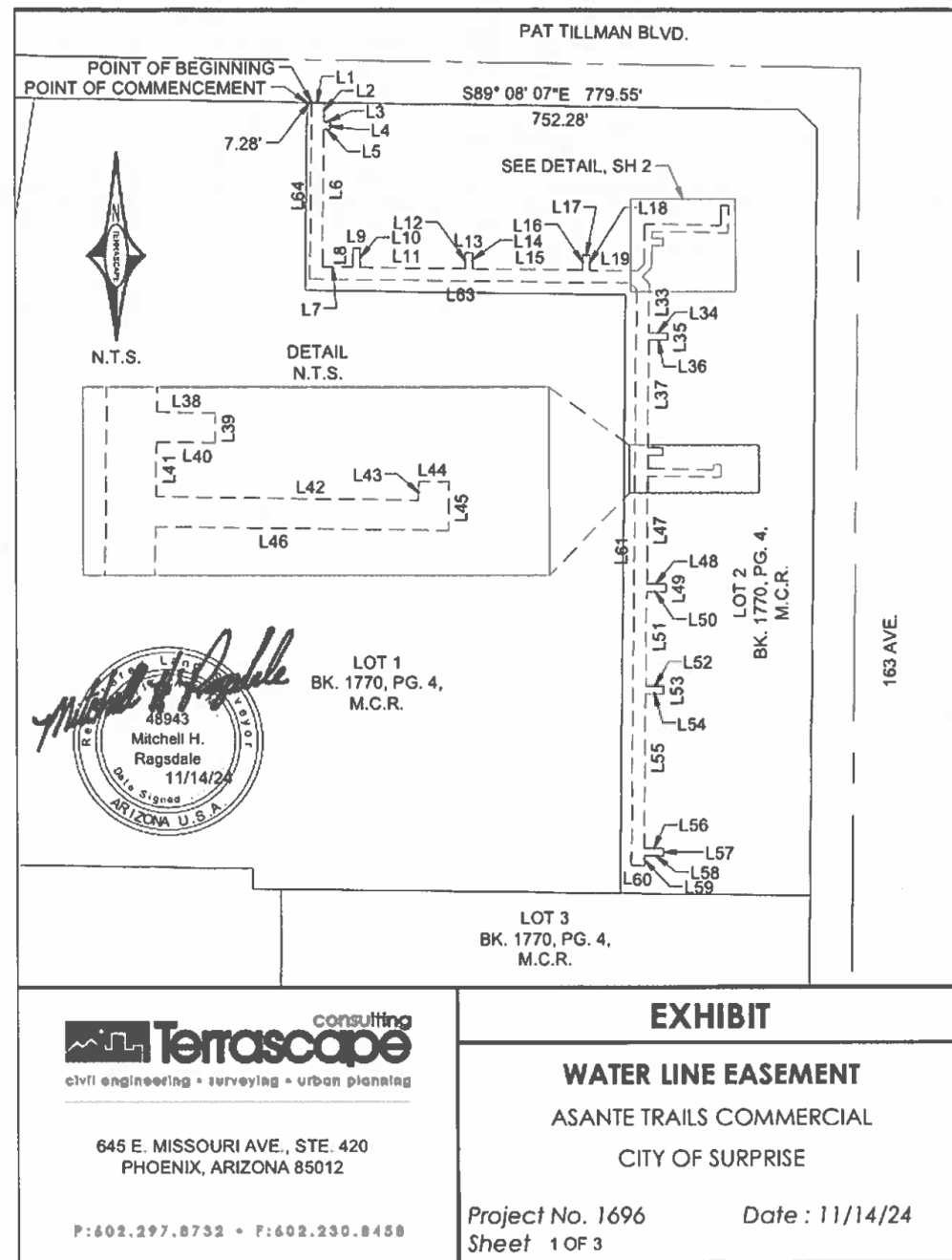
City Council
April 1, 2025



SURPRISE
ARIZONA



VICINITY MAP



EXHIBIT

Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: District 4

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

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 328744, requested by Richard Scott Teel, for Red Lobster Hospitality LLC for Acquisition of Control. Red Lobster is located at 13709 W Bell Rd Surprise, AZ 85374.

Motion:

I move to recommend approval of application No. 328744 to the Arizona Department of Liquor Licenses and Control.

Background:

The City has received an application for an Acquisition of Control for Red Lobster is located at 13709 W Bell Rd, AZ 85374. The City Clerk's Office has posted the appropriate notice as required by law. No written arguments in favor of or opposed to the issuance of the license have been received by the Clerk's Office within the twenty days after the date of posting the notice.

The application has also been disseminated to the Community Development Department, Finance Department, Surprise Police Department, and Surprise Fire and Medical Department for review. Those departments have submitted memoranda which are attached to this item.

Objective Analysis:

Pursuant to state law, the City Council shall enter an order recommending approval or disapproval within sixty days after the filing of the application and shall file a certified copy of the order with the director. If the City Council recommends approval of the license a hearing before the state Liquor License Board is not required unless the director, the board or any aggrieved party requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If the recommendation is for disapproval, a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval shall be attached to the order and the state Liquor License Board will hold a hearing.

Policy Compliant:

The Liquor License process is controlled by state law. The steps taken by the City Clerk's Office and

this public hearing comply with, and fulfill the City's legal obligation under, applicable state law.

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. CD - RED LOBSTER 328744 13709 W BELL RD REPORT
 2. Finance - Red Lobster Hospitality_13709 W Bell Rd
 3. Fire - 13709 W Bell Red Lobster Liquor License
 4. RED LOBSTER 328744 13709 W BELL RD MAP
 5. PD - Red Lobster
-



COMMUNITY DEVELOPMENT DEPARTMENT

Date: March 11, 2025
To: Kristi Passarelli, City Clerk
From: Lloyd Abrams, Community Development Director
By: Dan Johnson, Zoning Specialist
Re: Liquor License Application for:

Agent, Richard Scott Teel
Red Lobster Hospitality LLC
13709 W. Bell Road, Surprise, Arizona 85374

Acquisition of Control – Application # 328744

The number and series of licenses in close proximity to the subject site are:

1. Olive Garden #1627 (Series 12) – 13379 W. Grand Ave.
2. Target #1335 (Series 10) – 13731 W. Bell Rd.
3. Sprouts Farmers Market # 12 (Series 10) – 13759 W. Bell Rd.
4. Haldi Indian Cuisine (Series 12) New License – 13761 W. Bell Rd. #B213
5. Chili's Grill & Bar #1153 (Series 12) – 13765 W. Bell Rd.
6. Cobblestone Auto Spa & Market (Series 10) – 13811 W. Bell Rd.
7. State 48 Brewery (Series 3 &12) – 13823 W. Bell Rd.
8. Irish Wolfhound Restaurant & Pub (Series 6) – 16811 N. Litchfield Rd. #102-104
9. Rio Mirage Cafe (Series 12) – 13863 W. Bell Rd.
10. Chipotle Mexican Grill #0898 (Series 12) – 13869 W. Bell Rd. #107
11. Circle K Store #2741641 (Series 10) – 13908 W. Bell Rd.
12. New York Pizza Dept. (Series 12) – 13980 W. Bell Rd. (Expired)
13. Buffalo Wild Wings (Series 12) – 13882 W. Bell Rd.
14. China Buffet #17119 (Series 12) – 17119 N. Litchfield Rd. #20
15. Uni Sushi & Steak (Series 12) – 17191 N. Litchfield Rd. #40
16. A to Z Polish Market (Series 10) – 17221 N. Litchfield Rd. #50
17. Player 1 Arcade (Series 7) – 17239 N. Litchfield Rd. #60
18. Tacos Califia (Series 12) – 17239 N. Litchfield Rd. #68
19. Wal-Mart Supercenter #2777 (Series 9) – 13770 W. Bell Rd.
20. Applebee's Neighborhood Grill & Bar (Series 12) – 13756 W Bell Rd
21. Biscuits Café (Series 12) – 13752 W. Bell Rd.
22. Mountain Mike's Pizza (Series 12) – 13736 W. Bell Rd. #4
23. Tom Yum (Series 12) – 13736 W. Bell Rd. #2
24. ATL Wings (Series 12) – 13732 W. Bell Rd. #2
25. Octane Lounge (Series 6) – 13420 W. Bell Rd. (Expired)

The immediate area is composed of commercial establishments. The property is zoned PAD C-2 which is consistent with the proposed use.

Residential population will most likely remain static. Commercial growth will likely remain static.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no effect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.



MEMO

Date: 03/10/2025

To: Kristi Passarelli, City Clerk

Charles Vasquez, Deputy City Clerk

From: Lillian Nieto- BCS

RE: Liquor License Application - Red Lobster Hospitality LLC, 13709 W Bell Rd

Business License Status:

- ☐ Application link emailed on .
- ☒ License # 1018754 , current and valid for 12/31/25 .



Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



March 24, 2025

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

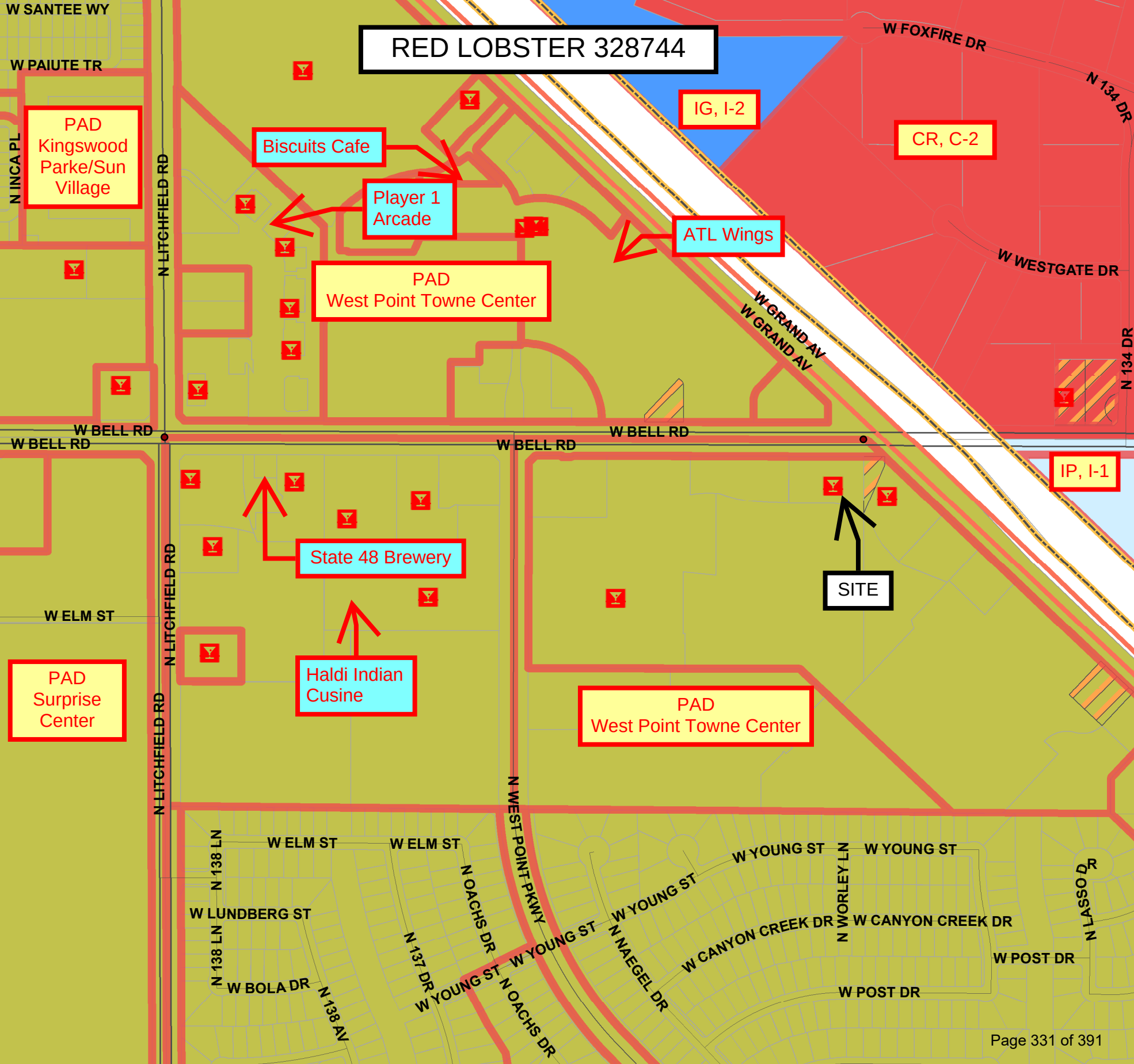
Applicant: Red Lobster
13709 W Bell Rd
Surprise, AZ 85374

The Surprise Fire-Medical Department recently conducted a fire inspection at the above referenced location within the last 24 months to ensure compliance with the applicable fire codes within the tenant space and building. There are no known fire code violations at this time.

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



RED LOBSTER 328744

PAD
Kingswood
Parke/Sun
Village

Biscuits Cafe

Player 1
Arcade

PAD
West Point Towne Center

IG, I-2

CR, C-2

ATL Wings

IP, I-1

SITE

State 48 Brewery

Haldi Indian
Cusine

PAD
West Point Towne Center

PAD
Surprise
Center

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W

REFERENCE:

DATE: March 24, 2025

APPLICATION NUMBER - 328744

Acquisition of Control

Current Series License 12079985

APPLICANT:

Red Lobster

13709 W Bell Road

Surprise, Arizona 85374

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market, and its likely customers.***
Red Lobster is an established full-service restaurant specializing in seafood. The potential market should be people of all ages, from anywhere in the surrounding communities.
- 2) ***Effect of vehicular traffic in proximity.***
There are numerous entry/exits for vehicle traffic into the Surprise Marketplace shopping plaza, which Red Lobster is a participant of. There should be no effect on the traffic with this change.
- 3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***
There was one report of criminal damage, where a transient had done some minor damage to waiting area in front of restaurant. Subject cited and released at the scene. There's also been approximately four other unwanted guest/transient activity over the five years, which resulted in them being trespassed.
- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
Red Lobster is open every day of the week from 11 AM to 9 PM except for Friday and Saturday nights, when it's open until 10 PM. It is a well-established restaurant on the northeast portion of the large Surprise Marketplace Plaza. There are a wide variety of retail shopping stores, along with other fast casual and full-sized restaurants in the shopping center. Olive Garden (Series 12) is immediately to the east and is open until 10 PM except for Friday and Saturday nights, when it's open until 11 PM. The main anchors of the plaza are Target, which closes by 10 PM and Lowes, which closes at 9 PM. There are fast food restaurants in the area which are open a bit later via the drive thru windows.
- 5) ***Appropriateness of requested license.***
This current series 12 license restaurant license is appropriate for Red Lobster per Arizona State law.

Submitted by Officer C. E. Tovar #2059



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025

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 approximately 172,079 square feet of right of way comprised of West Sara Bass Place and North 176th Avenue, east of Citrus Road and north of Pinnacle Peak Road; Resolution 2025-29.

Motion:

I move to approve Resolution 2025-29.

Background:

The City of Surprise annexed the area known as North Copper Canyon on May 23, 1978 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 West Sara Bass Place and North 176th Avenue, east of Citrus Road and north of Pinnacle Peak Road.

On April 25, 2007 the City of Surprise recorded the plat dedicating a varying width of right of way from HF Land Investment, Inc., per Maricopa County Recorded Document Number 2007-0479278. This dedication encompassed 40 feet known as West Sarah Bass Place and 80 feet known as North 176th Avenue.

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 updated the roadway circulation network, making the previously dedicated, varying width right of way, comprised of Sara Bass Place and North 176th Avenue unnecessary.

Objective Analysis:

Approval of this Resolution will allow the applicant the ability to abandon a portion of right-of-way that is no longer needed by the City.

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 staff levels.

ATTACHMENTS:

1. Resolution 2025-29 Abandonment of RW Burke Property with legal
 2. Burke Property ROW Abandonment - CC 04.01.25
-

RESOLUTION #2025-29

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 Book 918 of Maps, page 9 of the Maricopa County Recorder;

WHEREAS, the area proposed to be vacated is approximately 3.95 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;

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 nominal market value to the City, and the adjacent owner(s) and 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 legally described in Exhibit A and depicted in Exhibit B (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 Austin Ranch, LLC, and Courtland Homes, Inc.

Section 3. Austin Ranch, LLC, and Courtland Homes, Inc., 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 _____ 2025.

Kevin Sartor Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

BURKE PROPERTY RIGHT-OF-WAY ABANDONMENT - WEST

A parcel of land as shown on the "Map of Dedication – Burke Property" as recorded in Book 918 of Maps, page 9, Official Records and located within the South Half 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 1,316.91 feet;
Thence South 89° 17' 32" East a distance of 55.00 feet to the **POINT OF BEGINNING**;
Thence continuing South 89° 17' 32" East a distance of 1,576.10 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 240.00, which bears South 34° 13' 42" West;
Thence 96.63 feet along the arc of said curve through a central angle of 23° 04' 07";
Thence South 32° 39' 58" East a distance of 349.12 feet to the beginning of a curve concave westerly having a radius of 340.00 feet;
Thence 193.22 feet along the arc of said curve through a central angle of 32° 33' 38";
Thence South 00° 06' 20" East a distance of 704.25 feet;
Thence South 44° 40' 10" East a distance of 47.02 feet;
Thence North 89° 14' 01" West a distance of 146.01 feet;
Thence North 45° 19' 50" East a distance of 46.31 feet;
Thence North 00° 06' 20" West a distance of 703.03 feet to the beginning of a curve concave westerly having a radius of 260.00 feet;
Thence 147.76 feet along the arc of said curve through a central angle of 32°33' 38";
Thence North 32° 39' 58" West a distance of 349.12 feet to the beginning of a curve concave southwesterly having a radius of 160.00 feet;
Thence 158.13 feet along the arc of said curve through a central angle of 56° 37' 34";
Thence North 89° 17' 32" West a distance of 1,410.29 feet;
Thence South 45° 36' 17" West a distance of 46.59 feet;
Thence North 00° 30' 06 East a distance of 73.00 feet to the **POINT OF BEGINNING**.

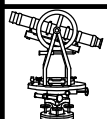
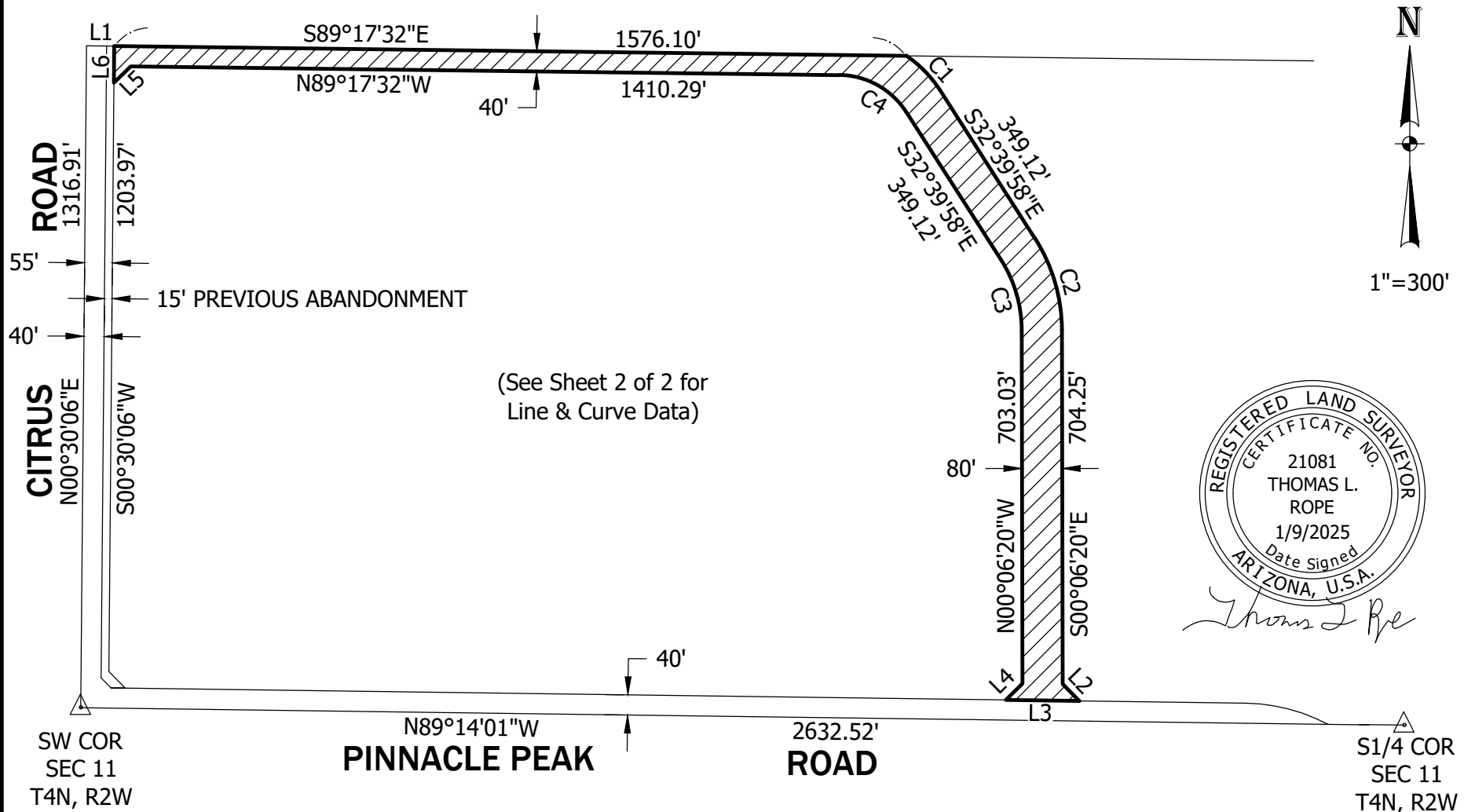
Containing 172,079 sq. ft.

See attached Exhibit Drawing by reference made part hereto.



EXHIBIT B

SHOWING RIGHT-OF-WAY ABANDONMENT
"MAP OF DEDICATION - BURKE PROPERTY"
RECORDED IN BOOK 918 OF MAPS PAGE 9



Land Survey Services, PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

PART OF THE S1/2 OF SECTION 11, T4N, R2W
G. & S.R.B.M., MARICOPA COUNTY, ARIZONA

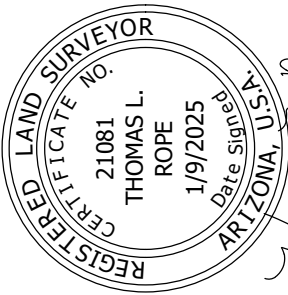
Revised 1/9/2025

Phone: 602.703.7010
Date: JAN 2025
Job No.: 19040

EXHIBIT

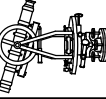
LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°17'32"E	55.00'
L2	S44°40'10"E	47.02'
L3	N89°14'01"W	146.01'
L4	N45°19'50"E	46.31'
L5	S45°36'17"W	46.59'
L6	N00°30'06"E	73.00'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	DIRECTION	CHORD
C1	023°04'07"	96.63'	240.00'	S44°12'02"E	95.98'
C2	032°33'38"	193.22'	340.00'	S16°23'09"E	190.63'
C3	032°33'38"	147.76'	260.00'	N16°23'09"W	145.77'
C4	056°37'34"	158.13'	160.00'	N60°58'45"W	151.77'



Thomas L. Rope

Revised 1/9/2025


Land Survey Services, PLC
20651 W. Pasadena Avenue
Buckeye, AZ 85396-1255

PART OF THE S1/2 OF SECTION 11, T4N, R2W
G & S-R-B-M, MARICOPA COUNTY, ARIZONA

Phone: 602.703.7010
Date: JAN 2025
Job No.: 19040

Burke Property

Right-of-Way Abandonment - West

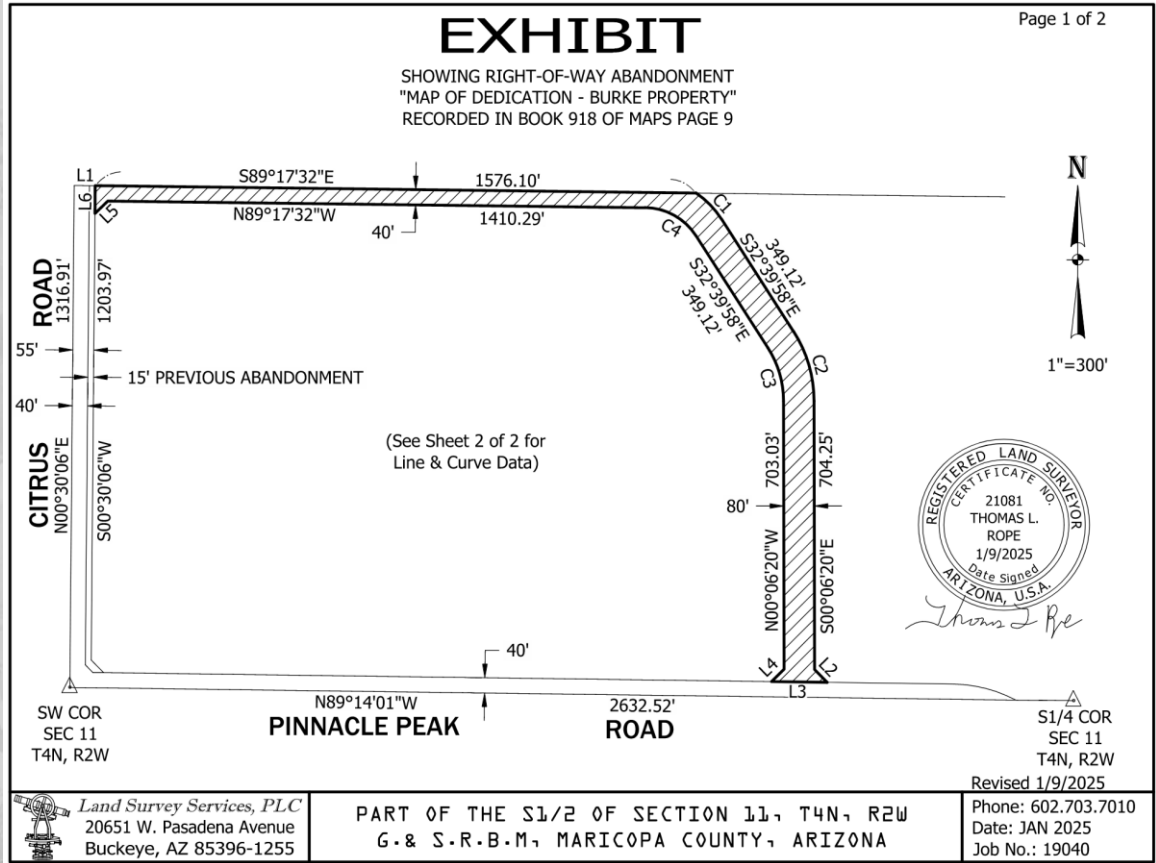
City Council

April 1, 2025



SURPRISE
ARIZONA





Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025

Contact Person: Charles Morin, Assistant Police Chief

Submitting Department: Police

District: District 1

Staff Recommendations:

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to authorizing the exchange of three (3) acres currently owned by the City of Surprise with three (3) acres of adjacent property currently owned by Asante Development Partners, LLC ("ADP"); and Asante Development Partners, LLC agreeing to sell two (2) additional acres of ADP Property, to the City, and establishing an effective date. Ordinance # 2025-06, RFLS 8465.

Motion:

I move to approve Ordinance #2025-06.

Background:

The City seeks to exchange three (3) acres of city owned real property generally located on the Southwest corner of Happy Valley Road and 163rd Ave with three (3) acres of Asante Development Partners, LLC ("ADP") owned property and to purchase an additional two (2) acres of ADP Property to facilitate the construction of a future police substation.

Objective Analysis:

The three (3) acre land exchange and acquisition of the additional two (2) acres will help meet the future service needs of the Police Department, ensuring the protection of residents in a rapidly growing area.

Policy Compliant:

This action is consistent with City and Council Policy.

Financial Impact:

The City has agreed to exchange three (3) acres of City-owned real property with an appraised value of Four Hundred Thirty-Six Thousand and 00/100 dollars (\$436,000.00) per acre with three (3) acres of ADP property valued at Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$425,000) per acre. The City also agrees to pay ADP, in consideration of two additional acres of ADP property, as well as site improvements previously completed by ADP including grading, excavation, and drainage improvements, a purchase price of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00)

Budget Impact:

The purchase of this land was approved in the FY25 budget under project P31070. No new funds are required to complete this transaction.

FTE Impact:

This item does not have an impact on current staff levels

ATTACHMENTS:

1. Ord 2025-06 Exchange and Purchase Agreement PD Substation_FINAL cao
 2. EXCHAN_1_25.03.24
 3. 2025 Police Dept Land Purchase
-

ORDINANCE # 2025-06

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE EXCHANGE OF CERTAIN REAL PROPERTY CURRENTLY OWNED BY THE CITY OF SURPRISE, WITH ADJACENT PROPERTY CURRENTLY OWNED BY ASANTE DEVELOPMENT PARTNERS, LLC (“ADP”), GENERALLY LOCATED ALONG THE SOUTHWEST CORNER OF HAPPY VALLEY ROAD AND 163RD AVENUE, SURPRISE, ARIZONA, TO FACILITATE CONSTRUCTION OF A FUTURE POLICE SUBSTATION.

WHEREAS, Arizona Revised Statutes (“A.R.S.”) § 9-407 requires the City to authorize by ordinance an exchange of real property owned by the City for any other parcel of real property if the parcels of real property are of substantially equal value;

WHEREAS, the Mayor and City Council of the City of Surprise, Arizona, (“City”) desire to enlarge the City’s current public safety operations and facilities and to construct a police substation and related facilities adjacent to the City’s existing Fire Station #304;

WHEREAS, the City owns certain real property consisting of approximately 3 acres of commercial real property located generally on the South West corner of Happy Valley Road and 163rd Avenue (“City Property”), **Exhibit A**;

WHEREAS, ADP owns certain real property (“ADP Property”), **Exhibit B**, which is located directly south of the City parcel described in Exhibit A, and is also adjacent to the north boundary of the City’s existing Fire Station #304;

WHEREAS, the parties have agreed to exchange the City Property and the ADP Property on the following terms and conditions:

A. Exchange and Sale. The City shall exchange the City Property to ADP, and ADP agrees to exchange approximately three (3) acres of the ADP property, and to sell two additional acres of the ADP Property, to the City.

B. Purchase Price. The City Property was appraised and valued at Four Hundred Thirty-Six Thousand and 00/100 dollars (\$436,000.00) per acre. The ADP Property was appraised and valued at Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$425,000.00) per acre. The City Property and the ADP Property are of substantially equal value. The City agrees to pay to ADP, in consideration for the additional 2 acres of ADP Property being conveyed, as well as site improvement work previously completed by ADP including grading, excavation, and drainage improvements, a purchase price of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00).

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

Section 1. Pursuant to A.R.S. § 9-407, the property exchange described herein is hereby authorized to proceed.

Section 2. As required by A.R.S. § 9-407, a Notice of Intent to Exchange Property will be published in accordance with A.R.S. 39-204 prior to the exchange.

Section 3. This ordinance will become effective at the time and manner prescribed by law.

Section 4. This Ordinance is not of general application throughout the City and therefore is not required to be codified.

Section 5. That the provisions of this Ordinance are not severable, and the entirety of this Ordinance shall become null and void and of no effect in the event any provision is finally determined to be illegal or invalid by a court of competent jurisdiction.

Section 6. The City Manager, or his designee(s), is hereby authorized to execute such other documents and take such other action on behalf of the City as is reasonably necessary to implement and make effective the exchange of real property set forth herein.

PASSED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, Acting City Attorney

EXHIBIT A

Legal Description of the City Property

Lot 1 of Old Fire Station 304 Site, according to the plat of record in the office of the county recorder of Maricopa County, Arizona, recorded in Book 1823 of Maps, Page 41; Thereafter Amended Old Fire Station 304 Site, recorded in Book 1834 of Maps, Page 34.

EXHIBIT B

ASANTE POLICE SUBSTATION BOUNDARY LEGAL DESCRIPTION

A portion of the Northeast Quarter of Section 12, 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 inch aluminum cap, RLS 36562 accepted as the Northeast corner of said Section 12 from which a found City of Surprise brass cap flush accepted as the East Quarter corner thereof bears South 00°44'56" West, 2634.27 feet;

Thence South 00°44'56" West, 772.33 feet along the east line of said Northeast Quarter;

Thence leaving said east line, North 89°15'04" West, 67.50 feet to the westerly Right of Way line of 163rd Avenue as shown on the Map of Dedication for "Asante Phase One", recorded in Book 857 of Maps, Page 17, Maricopa County Records also being the **POINT OF BEGINNING**;

Thence South 00°44'56" West, 544.50 feet along said westerly Right of Way line to the northeast corner of a Final Plat for Fire Station 304, recorded in Book 1511 of Maps, Page 2, Maricopa County Records;

Thence North 89°15'04" West, 400.00 feet along the north line of said Final Plat;

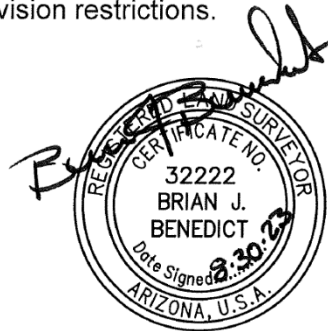
Thence leaving said north line, North 00°44'56" East, 544.50 feet along a line that is parallel with and 467.50 feet west of the east line of said Northeast Quarter;

Thence South 89°15'04" East, 400.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 217,800 sq. ft. (5.0000 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1909
Date August 2023



EXCHANGE AND PURCHASE AGREEMENT

THIS EXCHANGE AND PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2025 (the “Effective Date”) by and between the **CITY OF SURPRISE**, an Arizona municipal corporation (“City”), and **ASANTE DEVELOPMENT PARTNERS LLC**, a Delaware limited liability company (“ADP”). City and ADP are sometimes referred to collectively as the “Parties” and individually as a “Party”.

RECITALS

A. City owns certain real property consisting of approximately three (3) acres of commercial real property located generally on the corner of Happy Valley Road and 163rd Avenue, designated under Maricopa County Assessor’s Parcel Number 503-74-990, and legally described on ***Exhibit A*** attached hereto (the “City Property”).

B. ADP owns certain real property consisting of approximately five (5) acres of real property, being a portion of Maricopa County Assessor’s Parcel Number 503-87-324, and legally described on ***Exhibit B*** attached hereto (the “ADP Property” and together with the City Property, each a “Property” and together the “Properties”).

C. The ADP Property is located adjacent to the City’s Fire Station #304, which is located on property owned by the City and designated under Maricopa County Assessor’s Parcel Number 503-73-976 (the “Fire Station Parcel”). The City desires to enlarge the City’s current public safety operations and facilities and to construct a police substation and related facilities on the ADP Property.

D. Pursuant to A.R.S. § 9-407, and in accordance with Ordinance No. 2025-06 in order to facilitate the foregoing, the Parties desire to exchange the ADP Property and the City Property on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto state, confirm and agree as follows:

AGREEMENT

1. **Recitals.** The Recitals are incorporated into this Agreement as if fully set forth herein.
2. **Conveyance of City Property and ADP Property.**

2.1. **Exchange and Sale.** The City agrees to exchange the approximately three (3) acre City Property, valued at \$1,308,000, to ADP, and ADP agrees to exchange approximately three (3) acres of the ADP property and to sell two additional acres of the ADP Property, with a combined value of \$2,125,000, to the City, in accordance with the terms of this Agreement.

2.2. **Escrow.** ADP may cause an escrow to be opened with First American Title Insurance Company, Attention: Attention: Alix Graham (“Escrow Agent”) to facilitate the consummation of the transactions contemplated by this Agreement. ADP will be solely liable for all of Escrow Agent’s fees and costs charged to act as Escrow Agent with respect to this transaction and

the City will not be liable to the Escrow Agent for any such amounts. This Agreement shall constitute escrow instructions to Escrow Agent as well as the agreement of the Parties.

3. **Purchase Price.** Due to the location of the City Property on a commercial corner, the City Property is valued at Four Hundred Thirty-Six Thousand and 00/100 dollars (\$436,000.00) per acre, while the mid-block residential ADP Property is valued at Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$425,000.00) per acre. The City Property was valued as-if vacant, and all real or personal property improvements thereon shall be removed by City pursuant to Section 5.1 and not be part of the exchange or sale, unless otherwise agreed by the Parties. The City agrees to pay to ADP, in consideration for the additional 2 residential acres of Property being conveyed, as well as site improvement work previously completed by ADP including grading, excavation, and drainage improvements, a purchase price of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00), to be payable in cash or by wire transfer of immediately available funds at the Closing (the “Purchase Price”). Notwithstanding the foregoing, the Purchase Price is not subject to any adjustments, either up or down.

4. **Due Diligence and Inspections.**

4.1. **Due Diligence.** Prior to the Effective Date (meaning the date this Agreement is executed by ADP and the City and the ordinance of the City approving this Agreement adopted), each Party has determined that the condition of the applicable Property to be acquired by such Party is acceptable to such Party in all respects. The Parties acknowledge and agree that any reports, studies, surveys, analyses and other information provided by a Party to another regarding such Party’s Property has been provided without any representation or warranty whatsoever (including as to accuracy or completeness).

4.2. **Inspection.** The City Property shall be conveyed free of structures and/or personal property improvements unless otherwise agreed by the Parties. Subject to the approval of the other Party, not to be unreasonably withheld, conditioned or delayed, each Party shall have the right to perform such examinations, inspections or tests of the Property as such Party deems necessary, at such Party’s sole cost and expense.

4.3. **Title.** The City owns fee title to the City Property, free and clear of all encumbrances that affect marketability of title. Notwithstanding the foregoing or anything to the contrary contained herein, ADP hereby agrees to accept title to the City Property subject to those encumbrances set forth on ***Exhibit C-1*** attached hereto (the “City Property Permitted Title Exceptions”). ADP owns fee title to the ADP Property, and subject to the provisions of Section 4.5, the ADP Property is free and clear of all encumbrances that affect marketability of title. Notwithstanding the foregoing or anything to the contrary contained herein, the City hereby agrees to accept title to the ADP Property subject to those encumbrances set forth on ***Exhibit C-2*** attached hereto (the “ADP Property Permitted Title Exceptions”).

4.4. **Private Liens.** Notwithstanding anything else stated herein, but subject to Section 4.5, the Party that owns a particular Property shall satisfy, terminate, or otherwise remove all deeds of trust, mortgages, financing encumbrances, tax liens, mechanics’ liens, materialmen’s liens, supplier’s liens, judgment liens, and other monetary liens, other than taxes and assessments not yet due on or before Closing hereunder.

4.5. **Existing Asante Encumbrances.** ADP agrees to use commercially reasonable efforts to resolve, cure, release, or otherwise satisfy and remove, to the City's satisfaction, as determined in the sole discretion of the City of Surprise, the following liens, encumbrances, and clouds on title to the ADP Property: (1) that certain Construction Deed of Trust and Fixture Filing (With Assignment of Leases and Rents and Security Agreement) recorded on November 10, 2022 in the Official Records of Maricopa County at Document No. 20220831563 (as amended, restated, supplemented, modified, assigned, the "**Deed of Trust**"); (2) that certain Asante Development Agreement recorded on November 18, 2005 in the Official Records of Maricopa County at Document No. 20051750101 (as amended, restated, supplemented, modified, assigned, the "**Asante DA**"); (3) that certain Declaration of Covenants, Conditions and Restrictions for Asante recorded on July 1, 2008, in the Official Records of Maricopa County at Document No. 2008-0580987 (as amended, restated, supplemented, modified, assigned, the "**Master Declaration**"); and (4) that certain "Memorandum of Amended and Restated Joint Development, Cost Sharing and Escrow Agreement and Notice of Easement" recorded October 25, 2023 in the Official Records of Maricopa County as Document No. 2023-0554795, disclosing the existence of an Amended and Restated Joint Development Agreement, Cost Sharing and Escrow Agreement dated August 24, 2023, (as amended, restated, supplemented, modified, assigned, the "**Asante JDA**" together with Deed of Trust, Asante DA, and Master Declaration, collectively, the "**Asante Encumbrances**"). ADP and the City acknowledge that it is ADP's intent that the Asante Encumbrances be resolved concurrently with the Closing but that ADP's ability to resolve the Asante Encumbrances will depend on cooperation from third parties. Therefore, if, concurrently with the Closing, ADP is unable to resolve all of the Asante Encumbrances by the Closing Date, then the Closing Date will be extended for five (5) business days, and if the Asante Encumbrances remain unresolved by the end of such extended Closing Date, then both the City and ADP shall each have the right to terminate this Agreement prior to the Closing, in each Party's sole discretion, all without any liability to the other.

4.6. **Leases.** Each Party shall cause all rights of any tenant, lessee, sublessee, or other occupant with respect to its Property to be terminated at or prior to the Closing at such Party's expense.

5. **City Work and ADP Work; Architecture.**

5.1. **City Work.** Prior to the Effective Date, the City shall demolish and remove all buildings, structures, fixtures, and personal property located on the City Property and disconnect all utilities to the same (the "**City's Work**"), in compliance with all applicable laws, rules, regulations and ordinances.

5.2. **ADP Work.** The ADP Property previously contained a drainage basin. However, prior to the date hereof, ADP has installed (1) fill material of suitable amounts and quality such that the ADP Property is now a level, usable and buildable parcel; (2) has installed interim drainage facilities to control drainage on the ADP Property; and (3) as part of the development process for its remaining parcels, ADP shall design and construct the drainage improvements contemplated by the applicable grading and drainage plans for Parcels 4.4 and 4.7 of Asante, which plans have been approved by the City, at no cost to the City (collectively, the "**ADP Work**"). ADP shall provide to the City all non-confidential and non-proprietary records, documents, invoices, and other evidence of the site work performed on the ADP Property. The City has reviewed ADP's records and inspected the ADP Work and ADP Property and agrees that it is satisfactory to the City in all respects and that the City is accepting the same in its "as-is" condition.

5.3. The City agrees that neither ADP, nor any other third party, will be obligated to construct any additional onsite or offsite improvements, including, without limitation, any additional improvements to 163rd Avenue or Happy Valley Road, as a result of the City's construction of the Police Station Improvements or the City's other development of the ADP Property. Except as set forth in the prior sentence, in no event shall ADP or any third-party successor-in-interest and/or assigns be relieved from complying with all applicable City building and development requirements. The applicable City building and development requirements shall be determined by the City per applicable Code, Planning and Engineering Design Standards (PEDS), and/or Engineering Development Standards (EDS) at the time of development of either Property or the Properties.

5.4. **Architecture of Improvements.** Upon completion of the exchange and purchase, the City intends to construct a Police Substation on the ADP Property. The City has obtained preliminary architectural renderings of a possible future Police Substation. These preliminary renderings are not final, and the City has not yet procured a contract for the final design and construction of the Police Substation. Should the final design and construction plans be materially different from the preliminary renderings, the City will provide ADP a reasonable opportunity to review and comment on the proposed plans for the Police Substation. However, the City shall select and determine, in its sole and exclusive discretion, the final design, construction, and architectural renderings of the Police Substation.

6. **Closing.**

6.1. **Closing.** Subject to the provisions of this Agreement, the Closing shall occur on the date that is ten (10) business days following the City Council Approval Date (defined below). The term "Closing" shall mean the execution and recordation of the City Special Warranty Deed (defined below), the ADP Special Warranty Deed (defined below), and any other documents hereunder to be recorded or released, in the official records of Maricopa County, Arizona. The "City Council Approval Date", shall be the date that is thirty (30) days after the ordinance is signed by the City approving this Agreement, provided that any appeals, protests, or referendums with respect to this Agreement filed during such time are dismissed such that the City and ADP are permitted to consummate the transactions contemplated by this Agreement. If the City Council Approval Date does not occur on or before December 31, 2025, then either Party may elect to terminate this Agreement by written notice to the other.

6.2. **Title Policy; Closing Costs.** The obligation of ADP to complete the transaction contemplated by this Agreement is subject to Escrow Agent being prepared and irrevocably committed to issue to ADP, an owner's policy of the title insurance for the City Property issued by Escrow Agent's underwriter in the amount of \$1,308,000 insuring ADP as the owner of fee simple title to the City Property and containing no exceptions except for the City Property Permitted Title Exceptions, and with endorsements that ADP may reasonably require. ADP shall pay the premium for its own owner's policy of title insurance and the City shall execute a commercially reasonable owner's affidavit in favor of the title insurer as may be required to issue ADP's owner's policy of title insurance. As of the Effective Date, the City does intend to obtain a title insurance policy, and if it requests any title insurance policy be issued, the City will be liable for all costs and fees charged to issue such policy. Except as otherwise expressly provided herein, each Party shall each bear its own costs, expenses and fees (including attorney's fees) in connection with the transaction contemplated hereby.

6.3. **Closing Items.** At Closing, the following items shall occur (unless the Parties otherwise agree):

a. Real estate and other taxes and assessments applicable to the property shall be prorated as of the Closing Date. Each Party further agrees that no transaction privilege taxes are due in connection with the conveyance of the Properties from each Party to the other;

b. City shall pay in full to ADP the Purchase Price;

c. To the extent required by law, each Party shall execute a non-foreign affidavit confirming such Party (or the underlying transferor) is not a foreign person or a disregarded entity and that no withholding is required pursuant to Internal Revenue Code § 1445, and any other documents required to effectuate the exchange of real property contemplated herein;

d. City shall provide an executed Special Warranty Deed, in the form attached hereto as ***Exhibit "D-1"***, the "City Special Warranty Deed") to Escrow Agent, duly acknowledged, which Escrow Agent shall record in the Official Records of Maricopa County ("Official Records") in connection with the Closing of this transaction;

e. ADP shall provide an executed Special Warranty Deed, in the form attached hereto as ***Exhibit "D-2"***, the "ADP Special Warranty Deed") to Escrow Agent, duly acknowledged, which Escrow Agent shall record in the Official Records in connection with the Closing of this transaction;

f. Escrow Agent will record any applicable documents required to address the Asante Encumbrances as reasonably agreed to by City and ADP.

7. **Representations of the Parties.** With regard to the Property they are conveying pursuant to this Agreement, each Party covenants, represents and warrants to the other that to the attesting Party's knowledge, as of the date of this Agreement and upon Closing:

a. It holds fee simple title to the Property it is conveying in fee simple;

b. City is an Arizona municipal corporation duly formed and validly existing under the laws of the State of Arizona;

c. ADP is a limited liability company formed and validly existing under the laws of the State of Delaware and authorized to do business in the State of Arizona;

d. The person(s) signing this Agreement and any documents and instructions in connection herewith on behalf of each Party has full power and authority to do so;

e. This Agreement has been duly authorized and executed by each Party, and upon delivery to and execution by said Party shall be a valid and binding agreement of the signing Party and there is no consent required from any third party before the Property may be conveyed pursuant to this Agreement, except for the approval specifically set forth herein;

f. There are no unrecorded leases, unrecorded tenant agreements, unrecorded easements, unrecorded access agreements, unrecorded possessory interests, or other unrecorded restrictive covenants exist on or with respect to the Property that is being conveyed;

g. No Party has, used, generated, manufactured, stored or disposed in, at, on, under or about its Property or transported to or from its Property any hazardous substances except in compliance with all applicable environmental laws.

h. ADP confirms that with respect to the ADP Property, there is not and has not been: (i) any hazardous substances on, under or about its Property; (ii) any discharge, migration, or release of any hazardous substances from, into, on, under or about its Property; and (iii) any buried items of any kind, any underground or above ground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls, including without limitation those used in hydraulic oils, electric transformers, or other equipment, on, under or about its Property.

i. City confirms that with respect to the City Property, there is not and has not been: (i) any hazardous substances on, under or about its Property; (ii) any discharge, migration, or release of any hazardous substances from, into, on, under or about its Property; and (iii) any buried items of any kind, any underground or above ground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls, including without limitation those used in hydraulic oils, electric transformers, or other equipment, on, under or about its Property.

Each Party acknowledges that, except for the representations, warranties, and covenants expressly stated in this Agreement or in the documents, agreements, and instruments executed and delivered by each Party at or in connection with the Closing (collectively, the “**Express Representations**”), (i) each Party, with respect to the Property it is acquiring, is acquiring such Property on an “**AS-IS**”, “**WHERE-IS**”, and “**WITH ALL FAULTS**” basis, without any implied warranties, and (ii) each Party accepts and agrees to bear all risks with respect to all attributes and conditions, latent or otherwise, of the Property they are acquiring. Except for the Express Representations, no Party warrants that the Property they are conveying is free from defects.

8. **Remedies.**

a. **Default.** If any Party shall breach any of the terms or provisions of this Agreement or otherwise default after the Effective Date, provided that the other Party is not in breach, and such breach or default continues for five (5) business days after the non-breaching Party provides the breaching Party with written notice thereof, then the non-breaching Party as its sole and exclusive remedy shall elect to: (i) waive the effect of such matter and proceed to consummate this transaction, (ii) terminate this Agreement, or (iii) file and serve an action within one hundred twenty (120) days of such default to compel specific performance of the breaching Party’s obligations hereunder.

9. **General Provisions.**

9.1. **Notices.** For a notice, approval, or other communications given in connection with this Agreement to be valid, it must be in writing and delivered either: (a) in person (i.e., by personal delivery); (b) by email, (c) by United States Postal Service, postage prepaid, certified, return receipt requested; or (b) by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS), to the address of the intended recipient as set forth below, or to such other addresses as Seller and Buyer may from time to time designate in writing and deliver in a like manner:

TO ADP:

Asante Development Partners, LLC
c/o Lennar Communities Development, LLC
Attn: Jeff Gunderson and Erik Molina
1665 W. Alameda Drive, Suite 130
Tempe, Arizona 85282-3200
Email: jeff.gunderson@lennar.com
Erik.molina@lennar.com

And:

Asante Development Partners, LLC
c/o Taylor Morrison/Arizona, Inc.
4900 E. N. Scottsdale Road, Suite 2200
Scottsdale, Arizona 85258
Attention: Steven Hahn, Vice-President
Email: shahn@taylormorrison.com

And:

Asante Development Partners, LLC
c/o Pulte Home Company, LLC
8605 E. Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Attention: Greg Abrams, VP Land
Email: greg.abrams@pultegroup.com

With a copy of such
notices to:

Gibson Knecht PC
Attention: James S. Gibson
7250 North 16th Street, Suite 412
Phoenix, AZ 85020
Email: jgibson@gklawaz.com

And:

Pulte Home Company, LLC
Attention: Jennifer D. Murray
Vice President and Area General Counsel
8605 E. Raintree Drive, Suite 300
Scottsdale, Arizona 85260
(480) 391-6070
jennifer.murray@pulte.com

And:

Taylor Morrison/Arizona, Inc.
Attention: Darrell Sherman, General Counsel
4900 N. Scottsdale Road, Suite 2000
Scottsdale, Arizona 85251
Email: DSherman@taylormorrison.com

And:

Snell Wilmer, LLP
One East Washington Street, Suite 2700
Phoenix, Arizona 85004
Attention: Bart Page; Anthony Eulano
Email: bpage@swlaw.com; aeulano@swlaw.com

And: Lennar Corporation
15131 Alton Parkway, Suite 345
Irvine, CA 92618
Attention: Melanie McCall Houk
Email: melanie.houk@lennar.com

And: Gammage & Burnham, P.L.C.
40 North Central Avenue, 20th Floor
Phoenix, AZ 85004
Attention: James Senften
E-mail: jsenften@gblaw.com

TO THE CITY: City Manager
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

With a copy to: City Attorney
City of Surprise City Attorney's Office
16000 N. Civic Center Plaza
Surprise, AZ 85374

***TO THE ESCROW
AGENT:*** First American Title Insurance Company
National Commercial Services
Attn: Alix Graham
2425 E. Camelback Road, Suite 300,
Phoenix, AZ 85016
Email: agraham@firstam.com

All notices, approvals and other communications given pursuant to this Agreement will be deemed delivered and received upon the earliest of personal delivery, delivery by email, three business days following deposit with the United States Postal Service with postage prepaid, or one business day following deposit with a nationally recognized overnight courier, as herein above provided, prepaid and addressed as set forth above. Any notices received after 5:00 p.m., Arizona time, or on a Saturday, Sunday, or United States or State of Arizona holiday will be deemed delivered and received on the immediately succeeding business day.

9.2. **Dispute Resolution.** If there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation may be held under the commercial mediation rules of the American Arbitration Association or under those rules of the selected mediator. The matter in dispute shall be submitted to a mediator mutually selected by ADP and City. If the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and ADP shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property

development. The cost of any such mediation shall be divided equally between the City and the ADP. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation after the moratorium.

9.3. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without giving any effect to the principles of the conflicts of laws. This Agreement has been made and entered into in Maricopa County, Arizona. Any dispute, controversy, claim, or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Depending on the nature of the claim, either Party may file an action in the Federal District Court, for the District of Arizona, in Phoenix, AZ.

9.4. **Monetary Damages.** No Party shall be entitled to recover monetary damages from any other Party, and any action brought hereunder shall be limited to equitable and injunctive relief, including specific performance.

9.5. **Subject to Appropriations.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. The City will pay all monies due under this Agreement if such funds have been legally appropriated. However, in the event that an appropriation is not granted and operating funds are not otherwise legally available to pay the monies due or to become due under this Agreement, the City shall have the right to terminate the Agreement prior to Closing without penalty. In the event of such termination, City shall provide ten (10) calendar days' written notice to ADP.

9.6. **Successors and Assigns.** Neither Party will assign its rights or obligations hereunder without the other Party's written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Subject to the foregoing, this Agreement shall be binding upon the successors and assigns of the parties hereto.

9.7. **Waiver.** No waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

9.8. **Attorneys' Fees.** In the event of any litigation or dispute between the Parties in connection with this Agreement, neither Party shall be entitled to recover from the other Party any attorneys' fees, expenses, or costs, and each Party shall bear its own attorneys' fees, expenses, and costs in connection with the negotiation, preparation, execution, delivery, performance, and/or on account of any breach or default of this Agreement, whether the same is resolved through mediation, litigation, or otherwise.

9.9. **Severability; No Merger.** In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, to the extent the material provisions of this Agreement are not vitiated.

9.10. **Exhibits.** All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

9.11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein.

9.12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

9.13. **No Partnership or Joint Venture.** Under no circumstances shall the Parties be considered partners or joint venturers.

9.14. **Conflict.** This Agreement is subject to ARS 38-511, and may be terminated in accordance therewith.

9.15. **Time for Performance; Business Days.** If the date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday, or United States, State of Arizona, or City holiday, such act or notice may be timely performed or given on the next day which is not a Saturday, Sunday, or United States, State of Arizona, or City holiday. Time is of the essence for performance of all obligations under this Agreement. As used in this Agreement, the phrase “business day” shall mean a day other than a Saturday, Sunday or United States, State of Arizona, or City holiday.

9.16. **Risk of Loss.** Each Party shall deliver possession of its Property to the other Party without material change from the condition that existed at the time of the Effective Date. Risk of loss or damage to the Property, or any part thereof, through condemnation or other casualty from the date hereof up to the Closing, shall be on the Party owning such Property. In the event of any such loss or damage to the Property, or in the event condemnation proceedings or actions in lieu thereof are commenced or threatened prior to the Closing Date, the applicable Party shall give prompt notice to the other Party and Escrow Agent. Within fifteen (15) days of receipt of such notice, the Party receiving the notice may elect to terminate this Agreement by written notice to the other Party.

9.17. **Broker Commissions.** Each Party represents and warrants to the other than it has not employed any broker or finder in connection with the transaction contemplated by this Agreement. City acknowledges that ADP and/or certain of ADP’s employees, officers and affiliates and constituent partners or members are licensed real estate brokers or licensed real estate salespersons in the State of Arizona.

9.18. **Recitals.** The recitals are true and correct and are incorporated herein.

9.19. **Survival.** All provisions hereof shall survive recording of the deeds and shall not merge into any deeds, except as expressly set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this Exchange and Purchase Agreement to be executed as of the day and year first above written.

ATTEST:

“CITY”

THE CITY OF SURPRISE, an Arizona municipal corporation

Name: _____
Title: _____

By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Name: _____
Title: _____

“ADP”

ASANTE DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company

By: Lennar Communities Development, LLC, a Delaware limited liability company
Its: Manager

By: _____
Name: _____
Its: _____

Accepted by Escrow Agent:

First American Title Insurance Company

By: _____
Its: _____

IN WITNESS WHEREOF, the undersigned have caused this Exchange and Purchase Agreement to be executed as of the day and year first above written.

ATTEST:

"CITY"

THE CITY OF SURPRISE, an Arizona municipal corporation

Name: _____
Title: _____

By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Name: _____
Title: _____

"ADP"

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
Its: Vice President

Accepted by Escrow Agent:

First American Title Insurance Company

By: _____
Its: _____

List of Exhibits

Exhibit A	City Property
Exhibit B	ADP Property
Exhibit C-1	City Property Permitted Title Exceptions
Exhibit C-2	ADP Property Permitted Title Exceptions
Exhibit D-1	City Special Warranty Deed
Exhibit D-2	ADP Special Warranty Deed

EXHIBIT A

Legal Description of the City Property

Lot 1 of Old Fire Station 304 Site, according to the plat of record in the office of the county recorder of Maricopa County, Arizona, recorded in Book 1823 of Maps, Page 41; Thereafter Amended Old Fire Station 304 Site, recorded in Book 1834 of Maps, Page 34.

EXHIBIT B

Legal Description of the ADP Property

[SEE ATTACHED]

**ASANTE
POLICE SUBSTATION BOUNDARY
LEGAL DESCRIPTION**

A portion of the Northeast Quarter of Section 12, 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 inch aluminum cap, RLS 36562 accepted as the Northeast corner of said Section 12 from which a found City of Surprise brass cap flush accepted as the East Quarter corner thereof bears South 00°44'56" West, 2634.27 feet;

Thence South 00°44'56" West, 772.33 feet along the east line of said Northeast Quarter;

Thence leaving said east line, North 89°15'04" West, 67.50 feet to the westerly Right of Way line of 163rd Avenue as shown on the Map of Dedication for "Asante Phase One", recorded in Book 857 of Maps, Page 17, Maricopa County Records also being the **POINT OF BEGINNING**;

Thence South 00°44'56" West, 544.50 feet along said westerly Right of Way line to the northeast corner of a Final Plat for Fire Station 304, recorded in Book 1511 of Maps, Page 2, Maricopa County Records;

Thence North 89°15'04" West, 400.00 feet along the north line of said Final Plat;

Thence leaving said north line, North 00°44'56" East, 544.50 feet along a line that is parallel with and 467.50 feet west of the east line of said Northeast Quarter;

Thence South 89°15'04" East, 400.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 217,800 sq. ft. (5.0000 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1909
Date August 2023

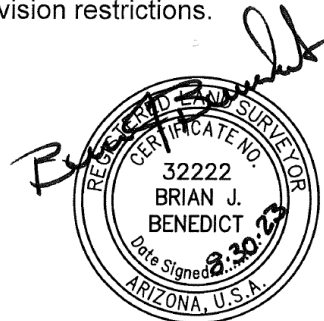


EXHIBIT C-1

City Property Permitted Title Exceptions

1. Any additional taxes which may become a lien by reason of the county assessor reassessing the within described premises for the year(s) 2025.
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. Matters disclosed by the PLAT FOR THE AMENDED OLD FIRE STATION 304 SITE, RECORDED IN THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDER AT BOOK 1834 OF MAPS, PAGE 34 AND DOCUMENT NO. 20240659449.
3. Any facts, rights, interests or claims that may exist or arise by reason of matters disclosed by an ALTA/NSPS survey.
4. Water rights, claims or title to water, whether or not shown by the Public Records.

EXHIBIT C-2

ADP Property Permitted Title Exceptions

1. Taxes for the full year of 2025.
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. The right to enter upon said land, prospect for, mine and remove all coal, oil, gas and other mineral deposits as reserved in Deed recorded as Book 183 of Deeds, Page 145.
4. An easement for utility and incidental purposes in the document recorded as 2020-0412923 and as 2020-0452252, both of Official Records.
5. The terms and provisions contained in the document entitled “Public Improvements In-Lieu Payment Agreement” recorded August 7, 2024 as 2024-0418484 of Official Records.
6. Any facts, rights, interests or claims that may exist or arise by reason of matters disclosed by an ALTA/NSPS survey.
7. Water rights, claims or title to water, whether or not shown by the Public Records.

EXHIBIT D-1

City Special Warranty Deed

[See attached]

When recorded, return to:
Gammage & Burnham PLC
Forty North Central Avenue, 20th Floor
Phoenix, Arizona 85004
Attention: James B. Senften, Esq.

(Space above this line for Recorder's use)

EXEMPT PER A.R.S. §11-1134A.3

SPECIAL WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the CITY OF SURPRISE, an Arizona municipal corporation ("Grantor") does hereby convey to ASANTE DEVELOPMENT PARTNERS LLC, a Delaware limited liability company situated in Maricopa County, Arizona, and described on Exhibit "A" attached hereto and by this reference incorporated herein, together with all improvements, easements, rights of way, water rights, mineral rights and rights, privileges, and appurtenances running with or pertaining to such real property, if any ("Property"):

SUBJECT TO all taxes and assessments, reservations, all easements, rights-of-way, covenants, conditions, restrictions, liens, encumbrances and other matters of record or any matters that would be disclosed by a visual inspection of the land or shown by an accurate survey.

Grantor warrants the title to the Property against all acts of Grantor and no other, subject to the matters set forth above.

DATED this ____ day of _____, 2025.

[Signature Page Follows]

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

City of Surprise,
an Arizona municipal corporation

By: _____
Name: _____
Its: City Manager

ATTEST:

Approved as to Form:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2025, before me, personally appeared _____,
who acknowledged himself to be the City Manager of the **CITY OF SURPRISE**, an Arizona
municipal corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

[NOTARY SEAL]

EXHIBIT A

To Special Warranty Deed Property

EXHIBIT D-2

ADP Special Warranty Deed

[See attached]

When recorded, return to:
Gammage & Burnham PLC
Forty North Central Avenue, 20th Floor
Phoenix, Arizona 85004
Attention: James B. Senften, Esq.

(Space above this line for Recorder's use)

EXEMPT PER A.R.S. §11-1134A.3

SPECIAL WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, ASANTE DEVELOPMENT PARTNERS LLC, a Delaware limited liability company ("Grantor") does hereby convey to the CITY OF SURPRISE, an Arizona municipal corporation, the real property situated in Maricopa County, Arizona, and described on Exhibit "A" attached hereto and by this reference incorporated herein, together with all improvements, easements, rights of way, water rights, mineral rights and rights, privileges, and appurtenances running with or pertaining to such real property, if any ("Property"):

SUBJECT TO all taxes and assessments, reservations, all easements, rights-of-way, covenants, conditions, restrictions, liens, encumbrances and other matters of record or any matters that would be disclosed by a visual inspection of the land or shown by an accurate survey.

Grantor warrants the title to the Property against all acts of Grantor and no other, subject to the matters set forth above.

DATED this ____ day of _____, 2025.

[Signature Page Follows]

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

ASANTE DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company

By: Lennar Communities Development, LLC, a Delaware limited liability company
Its: Manager

By: _____
Name: _____
Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This foregoing instrument was acknowledged before me on this ____ day of _____, 20__, by _____, the _____ of Lennar Communities Development, LLC, a Delaware limited liability company, the Manager of ASANTE DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company, for and on behalf of the limited liability company.

Notary Seal/Stamp

Notary Public

EXHIBIT A

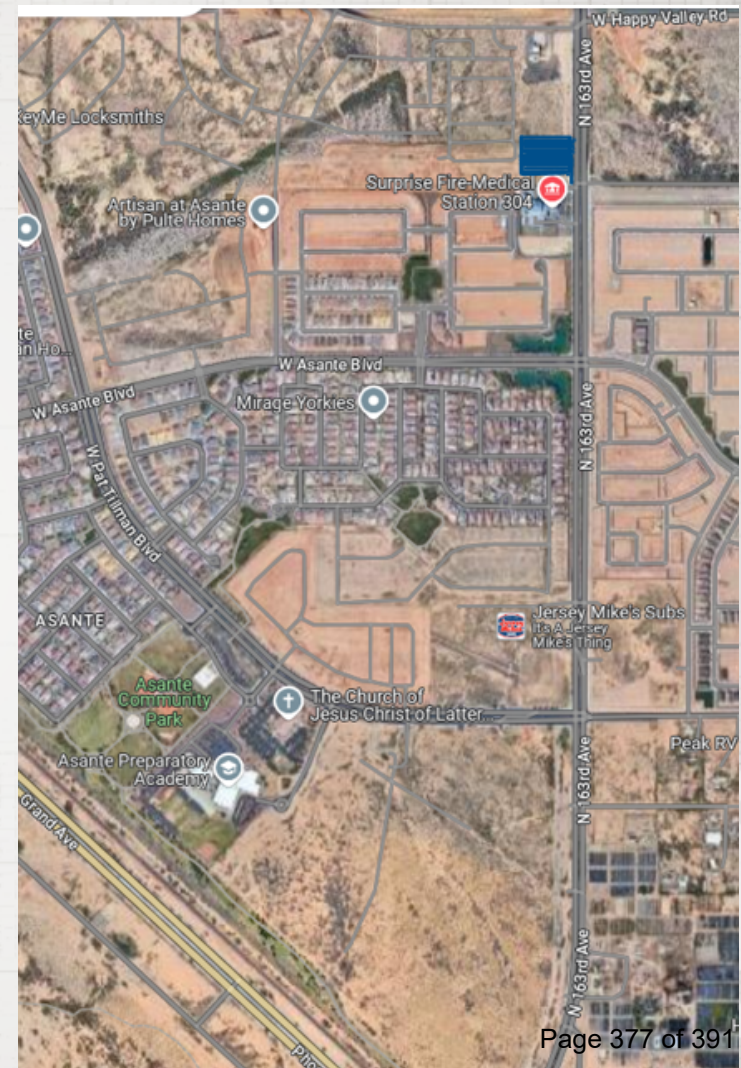
To Special Warranty Deed Property



Police Substation Land Acquisition

Police Substation

- Bond funded project
- Included in FY25 CIP Budget
- Design work to started in FY24
- Construction to start in FY26
- Estimated completion in FY27



Overall Site

- 5 Acres
- Substation will serve the surrounding area and the far west portions of Surprise



What has been done



1. Researched multiple sites
2. Preliminary civil engineer review
3. Site walks



Next Steps



APRIL 1, 2025

CONSIDERATION TO AUTHORIZE 3-ACRE LAND SWAP AND
2-ACRE PURCHASE ORDINANCE 2025-06.

APRIL 7-11, 2025

POSTING NOTICE OF INTENT TO EXCHANGE PROPERTY
PER A.R.S § 9-407

APRIL 15, 2025

APPROVE THE EXCHANGE AND PURCHASE AGREEMENT
RESOLUTION NO. 2025-40



Comments & Questions

Thank you!



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 1, 2025

Contact Person: Julie Akerly, Acting Director,
Kendra Pettis, DIR - SPORTS/TOURISM, Andrea
Davis, DIRECTOR - FINANCE

Submitting Department: Sports and Tourism

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Presentation and discussion on the Vista Center for the Arts Market Feasibility Study and Business Plan.

Motion:

N/A

Background:

In 2024, City Council approved Resolution #2024-32 to conduct a feasibility study to evaluate the viability of an extended partnership between the City and Dysart Unified School District to be able to offer programming at The Vista Center for the Arts.

Objective Analysis:

The presentation will include a summary of the feasibility study and the partnership recommendation for Council to review and discuss. The objective is to get feedback on the recommended business plan and discuss next steps.

Policy Compliant:

This item is compliant with city policies.

Financial Impact:

This item is for discussion only.

Budget Impact:

This item is for discussion only.

FTE Impact:

This item is for discussion only.

ATTACHMENTS:

1. 2025-04-01-Vista Center-COS Council Presentation v2



VISTA CENTER FOR THE ARTS BUSINESS PLANNING

CITY COUNCIL PRESENTATION | April 1, 2025

THEATRE DNA

AssemblyArts

SURPRISE
ARIZONA

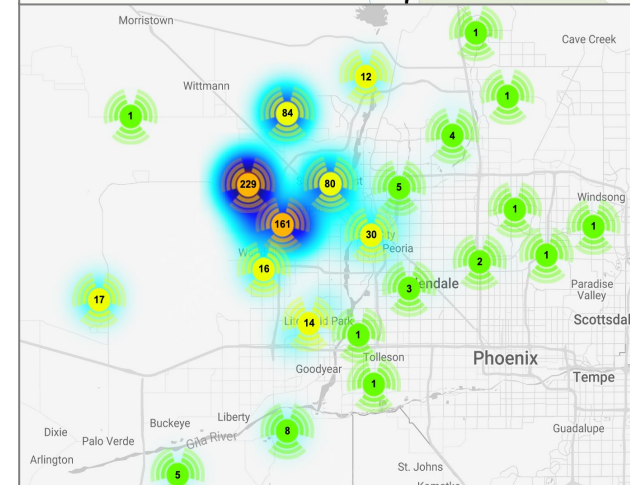
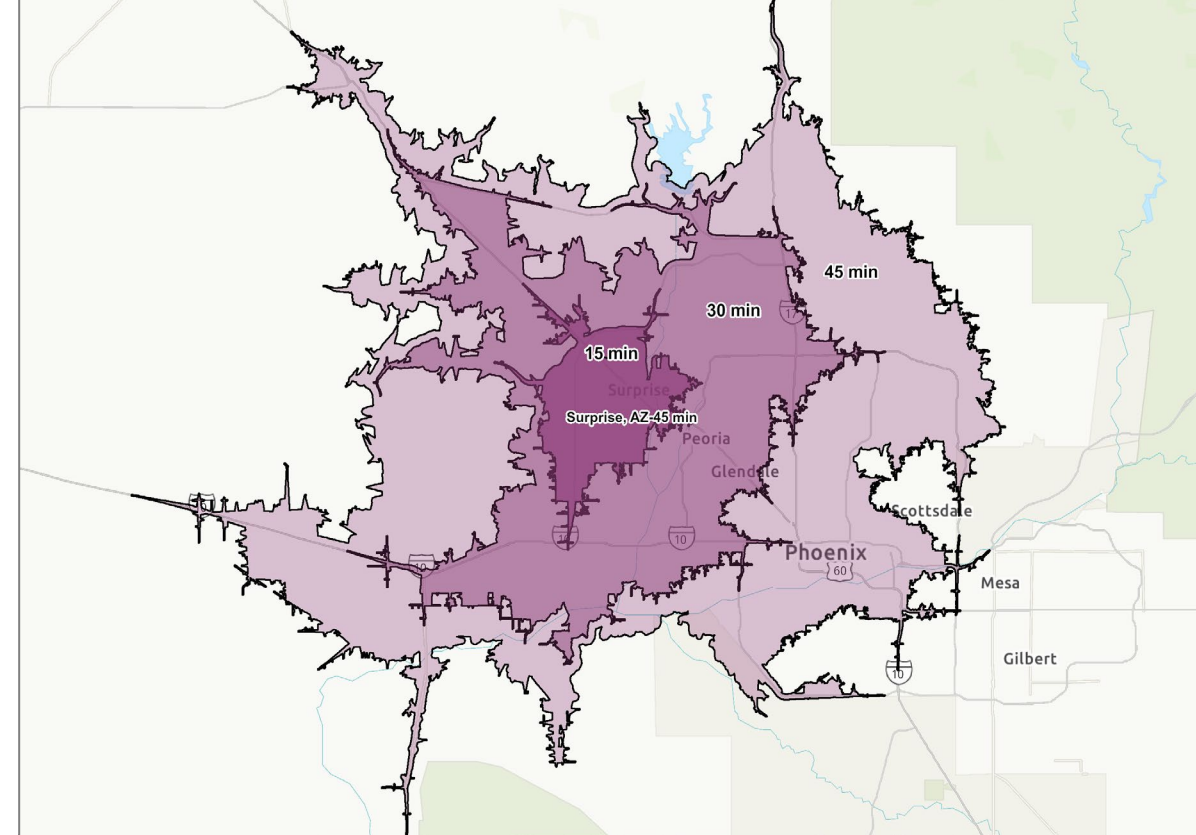


MARKET CONDITIONS & NEEDS ASSESSMENT

- CATCHMENT AREAS IN THE WEST VALLEY SHOWS POPULATION **DENSITY** WITH EXPECTED **GROWTH**
- CONSUMER SPENDING ON PERFORMING ARTS EVENTS IS **43% ABOVE** THE NATIONAL BENCHMARK
- THERE IS A VENUE INVENTORY **GAP** FOR THEATRES BETWEEN **500-2,000 SEATS** IN THE WEST VALLEY
- RESIDENTS **DO NOT WANT TO DRIVE** TO PHOENIX OR EAST VALLEY FOR PROFESSIONAL ENTERTAINMENT

“ I would like to see The Vista open again. This is a cultural jewel for our community.”

-- Surprise Citizen

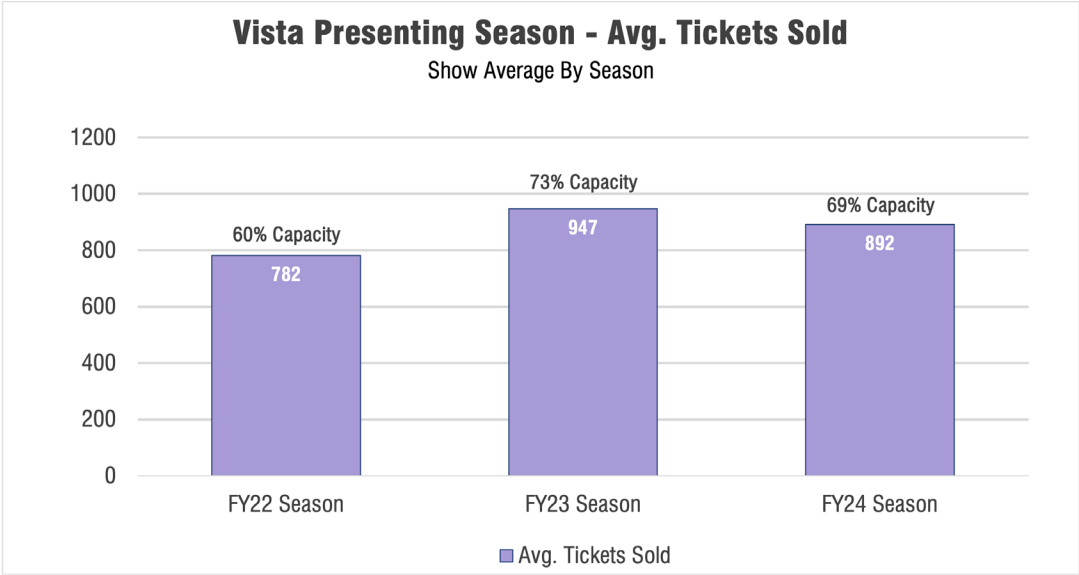
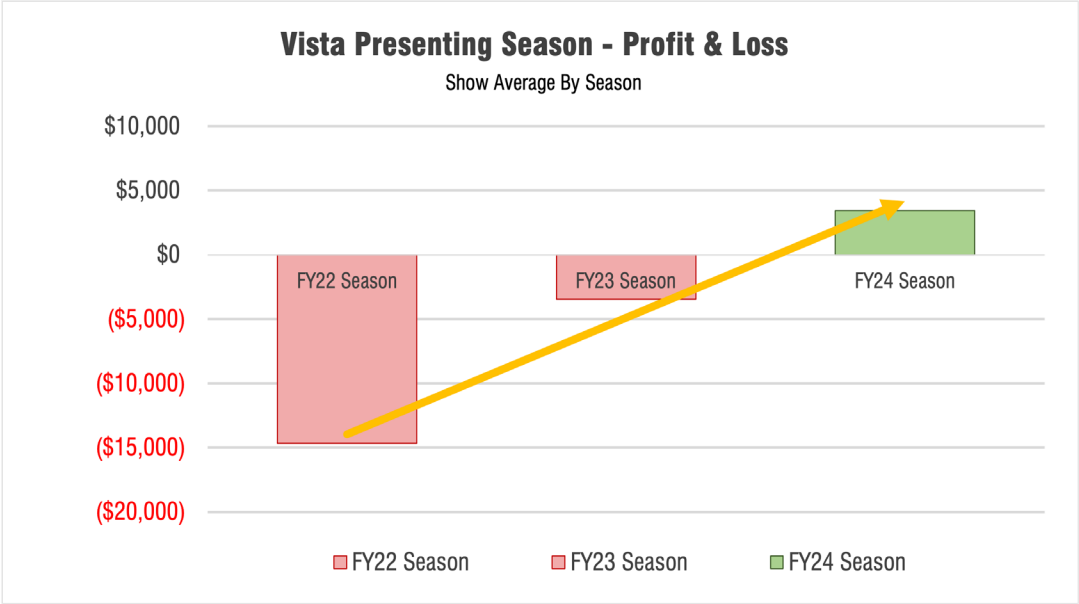


PAST PRESENTING PROGRAM SUCCESS

- TOTAL SEASON TICKET REVENUE AND AVERAGE NET SHOW PROFITS **INCREASED** YEAR-OVER-YEAR
- AVERAGE CAPACITY SOLD RANGED FROM 60-73%, **AN INDUSTRY-STANDARD** FOR BREAKEVEN EVENTS
- AVERAGE TICKET PRICES **INCREASED** YEAR-OVER-YEAR, REACHING \$51.02

“ I felt that everything was going along just fine, lots of great variety, fair prices, easy access. ”

-- Past Vista Patron



STAKEHOLDER ROLES



Venue Management



FACILITIES



UTILITIES



CALENDAR
MANAGEMENT



RENTAL
EVENTS



DISTRICT
EVENTS



EQUIPMENT
MAINTENANCE

Renter & Presenter



TALENT
BUYING



TICKETING &
BOX OFFICE



MARKETING



PRODUCTION



ARTIST
TRAVEL



USHER
PROGRAM



PARKING



FUNDRAISING



CONCESSIONS



SECURITY



MEMBERSHIP
PROGRAM



EVENT
PLANNING

Support & Enhancement



PROMOTION



GRANTS



ADVOCACY



MEMBERSHIP
PROGRAM



AUDIENCE
DEVELOPMENT



INDIVIDUAL
GIVING



ARTS
EDUCATION



COMMUNITY
OUTREACH



FUNDRAISING
EVENTS

ESTABLISHING PRESENTING DIVISION

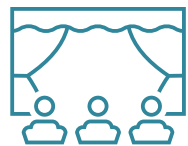
- 5-YEAR COMMITMENT FROM ALL PARTNERS
- IGA ESTABLISHED BETWEEN THE CITY & DUSD
- NEW DIVISION PLACED UNDER SPORTS & TOURISM
- (4) FTE & (4) PT POSITIONS BY YEAR FIVE
- INTEGRATED WITH THE VISTA FOUNDATION
- CRAWL, WALK, RUN STARTUP APPROACH
- 20 SHOW SEASON BY YEAR 5



FINANCIAL INVESTMENT



FACILITY INVESTMENT
\$800K-\$900K
(Expected to be recovered in 5 years)



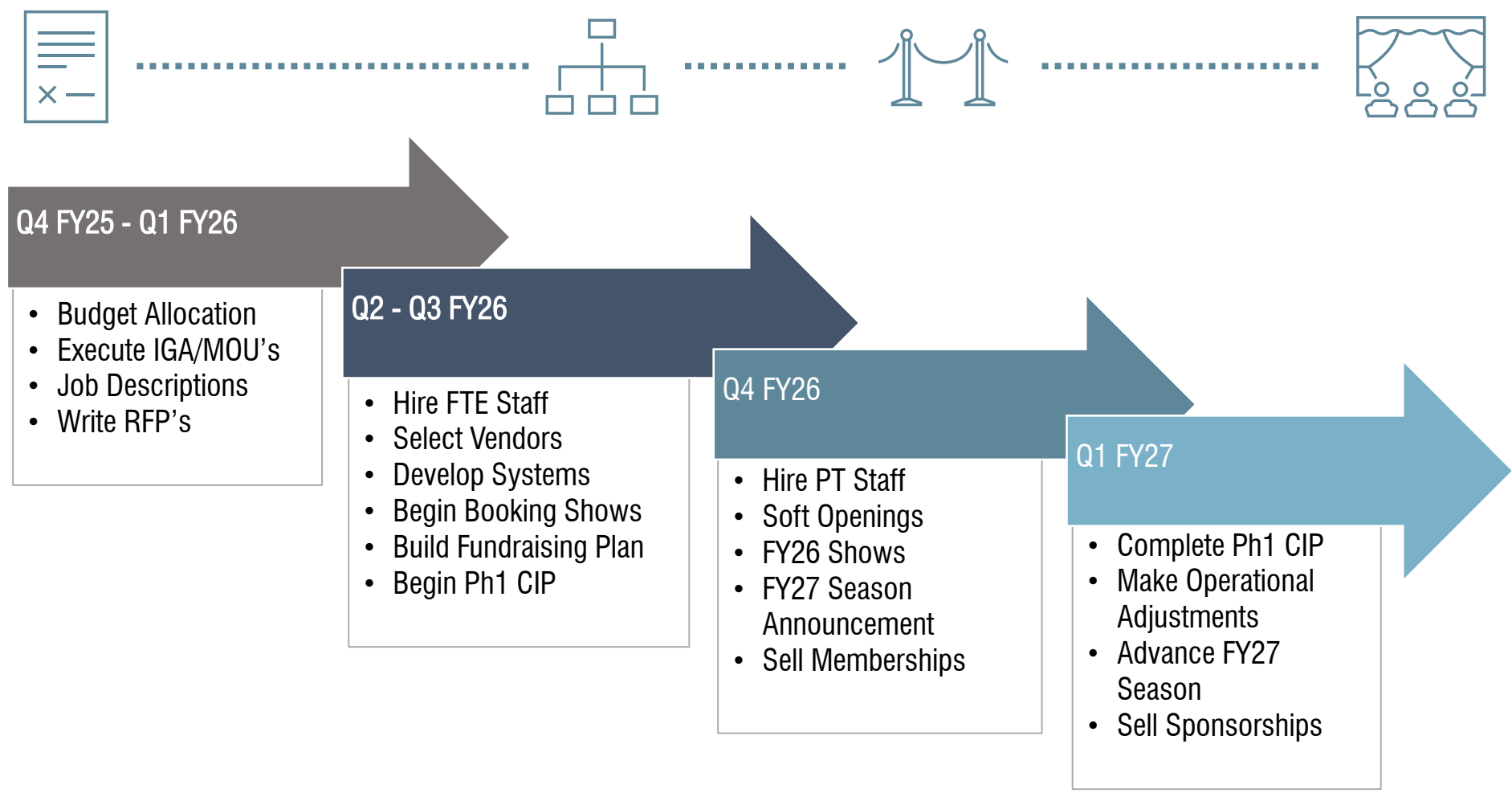
ANNUAL OPERATING INVESTMENT
\$400K-\$600K

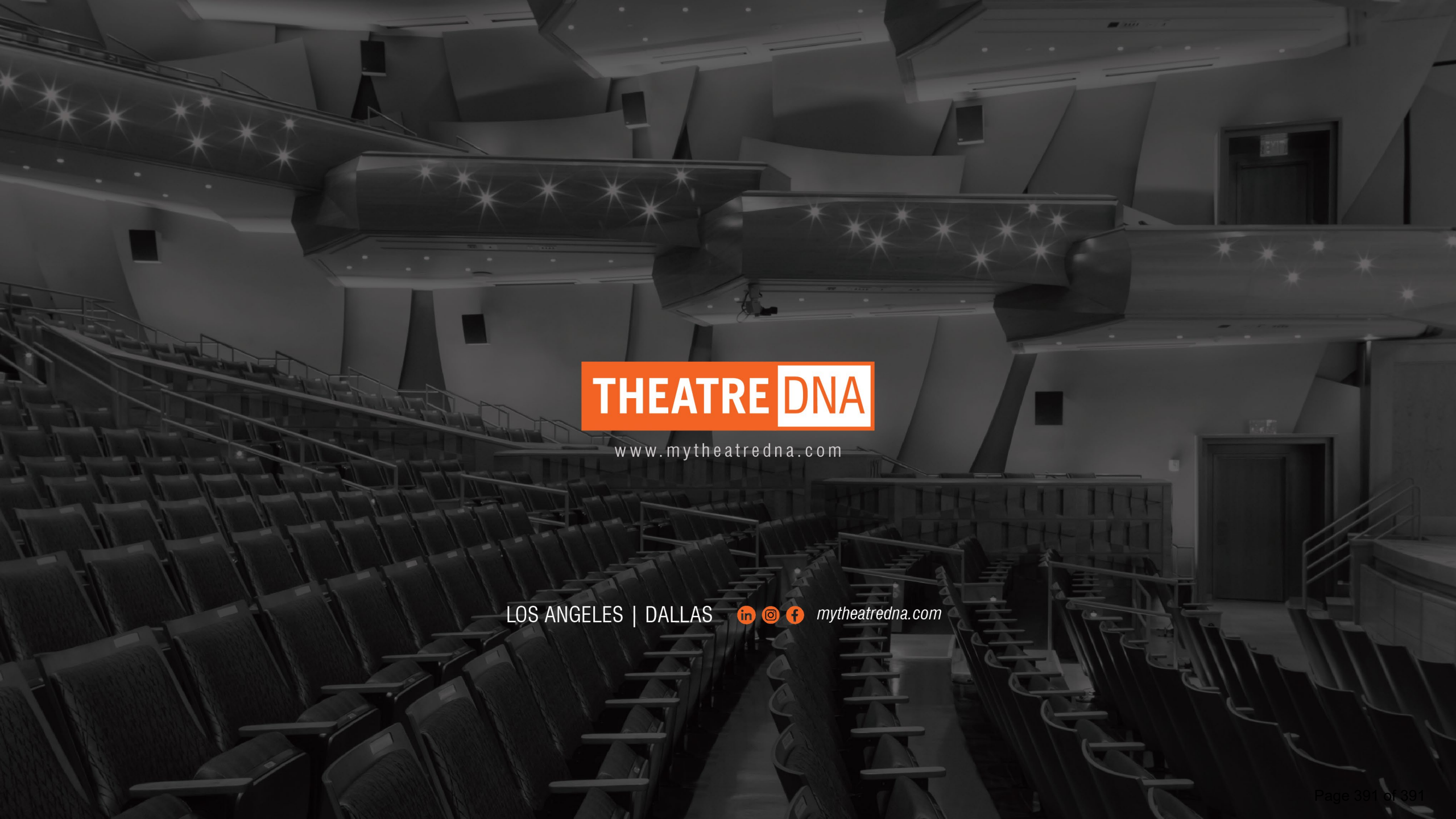


COST RECOVERY BY YEAR FIVE
65-75%



TRANSITION TIMELINE





THEATRE DNA

www.mytheatredna.com

LOS ANGELES | DALLAS



mytheatredna.com