



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, April 15, 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.

- | | | | |
|----|----------|---|---------------------|
| 1. | Citywide | Presentation and discussion pertaining to the Community Paramedicine Program. | City Manager Office |
|----|----------|---|---------------------|

F. City Clerk Report

G. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|---|--|
| 2. | Internal | Consideration and action to approve the April 1st, 2025 Regular City Council Meeting Minutes | Kristi Passarelli
City Clerk |
| 3. | Citywide | Consideration and action pertaining to approval of amendments to the Comprehensive Citywide Fee Schedule by increasing, removing, or newly adopting certain fees; Resolution #2025-19. | Andrea Davis
Finance |
| 4. | District 1 | Consideration and action on accepting a Special Warranty Deed for Surprise Foothills North Well Site from Buena Vista Holdings, near Happy Valley Road and 227 th Avenue. | Lloyd Abrams
Community
Development |
| 5. | District 1 | Consideration and action on accepting a Special Warranty Deed for Surprise Foothills South Well Site from Buena Vista Holdings, 227 th Avenue south of Happy Valley Road. | Lloyd Abrams
Community
Development |
| 6. | District 1 | Consideration and action on accepting a Special Warranty Deed for Surprise Foothills Water Campus from Surprise Foothills Master LLC, near Deer Valley Road and 235 th Avenue. | Lloyd Abrams
Community
Development |
| 7. | Citywide | Consideration and action pertaining to approval of an amendment to an Intergovernmental Agreement (IGA) | Brenden Espie
Fire - Medical |

- | | | | |
|-----|------------|---|--|
| | | with the City of El Mirage for fire records management software sharing; Resolution #2025-42. | |
| 8. | Citywide | Consideration and action pertaining to approval of the 2025-2029 Five-Year Consolidated Plan and the Program Year 2025 Annual Action Plan. | Adam Lane
Human Svcs and
Comm Vitality |
| 9. | District 1 | Consideration and action pertaining to the approval of the North Copper Canyon Parcel 7.1 Alternative Assurance Agreement. City Case Number FS24-0823. Resolution #2025-26. | Kristin Tytler
Public Works |
| 10. | Internal | Consideration and action pertaining to adoption of certain amendments to the City of Surprise City Council Policies and Procedures Manual. | Jeffrey Murray
Legal |

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|------------|--|---|
| 11. | Internal | Consideration and action to approve a Real Estate Purchase Agreement with Deer Valley & 185th Avenue II, LLC, an Arizona Limited Liability Company, for approximately 40 acres of property located near 185th Avenue & Deer Valley Road; Resolution #2025-41. | Brenden Espie
Fire - Medical |
| 12. | 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. Resolution # 2025-40, RFLS 8465. | Charles Morin
Police |
| 13. | Citywide | Consideration and action pertaining to authorizing acceptance of an Intergovernmental Agreement with the Flood Control District of Maricopa County, approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$278,000 for one-time equipment costs to assume responsibility for operations and maintenance of an easement area at the McMicken Dam Project, amending the Fiscal Year 2025 Contract Awarding Authority List, and approval of the addition of four full-time equivalent (FTE) positions; Resolution #2025-46. | Holly Osborn
Parks and
Recreation |

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).

- | | | | |
|-----|----------|--|-------|
| 12. | Internal | Consideration and action to recess into executive session for discussion and consultation with the city attorney for legal advice and to consider the city council's position and instruct the city attorney pertaining to water storage matters pursuant to A.R.S. 38-431.03A.3. and 4. | Legal |
| 13. | Internal | Consideration and action to recess into executive session for discussion and consultation with the City's attorneys to consider its position and receive legal advice pertaining to current litigation pursuant to A.R.S. §§ 38-431.03 and 04. | Legal |
- L. Adjournment

POSTED: Thursday, April 10th, 2025 @ 4:00 PM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR 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 15, 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 15, 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 15, 2025 Contact Person:
Submitting Department: City Manager Office District: Citywide
Staff Recommendations: None

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

Agenda Wording:

Presentation and discussion pertaining to the Community Paramedicine Program.

Motion:

None. Presentation and discussion only.

Background:

The Community Paramedicine Program was developed to better support residents in our community. The program addresses gaps that often lead to repeat 911 calls.

Objective Analysis:

The purpose of the presentation is to inform Council about the program's success and highlight the outcome.

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. Community Paramedicine
-

WELCOME

Community Paramedicine



SURPRISE
ARIZONA

Community Paramedicine

OBJECTIVES

What is it?

Proactive initiative arranging non-emergency visits for residents facing healthcare disparities.



Reduce Hospitalization Risks



Support Vulnerable Populations



Reduce Unnecessary 911 calls



Enhance Well Being



Connect People with Essential Resources



SURPRISE
ARIZONA

Community Paramedicine

VISITS



Comprehensive social and mental health history gathered



Review medication regimens for duplicates, expiration, or unfilled prescriptions



Comprehensive physical health history



Evaluation of home safety to prevent falls



Assessment of Vital Signs



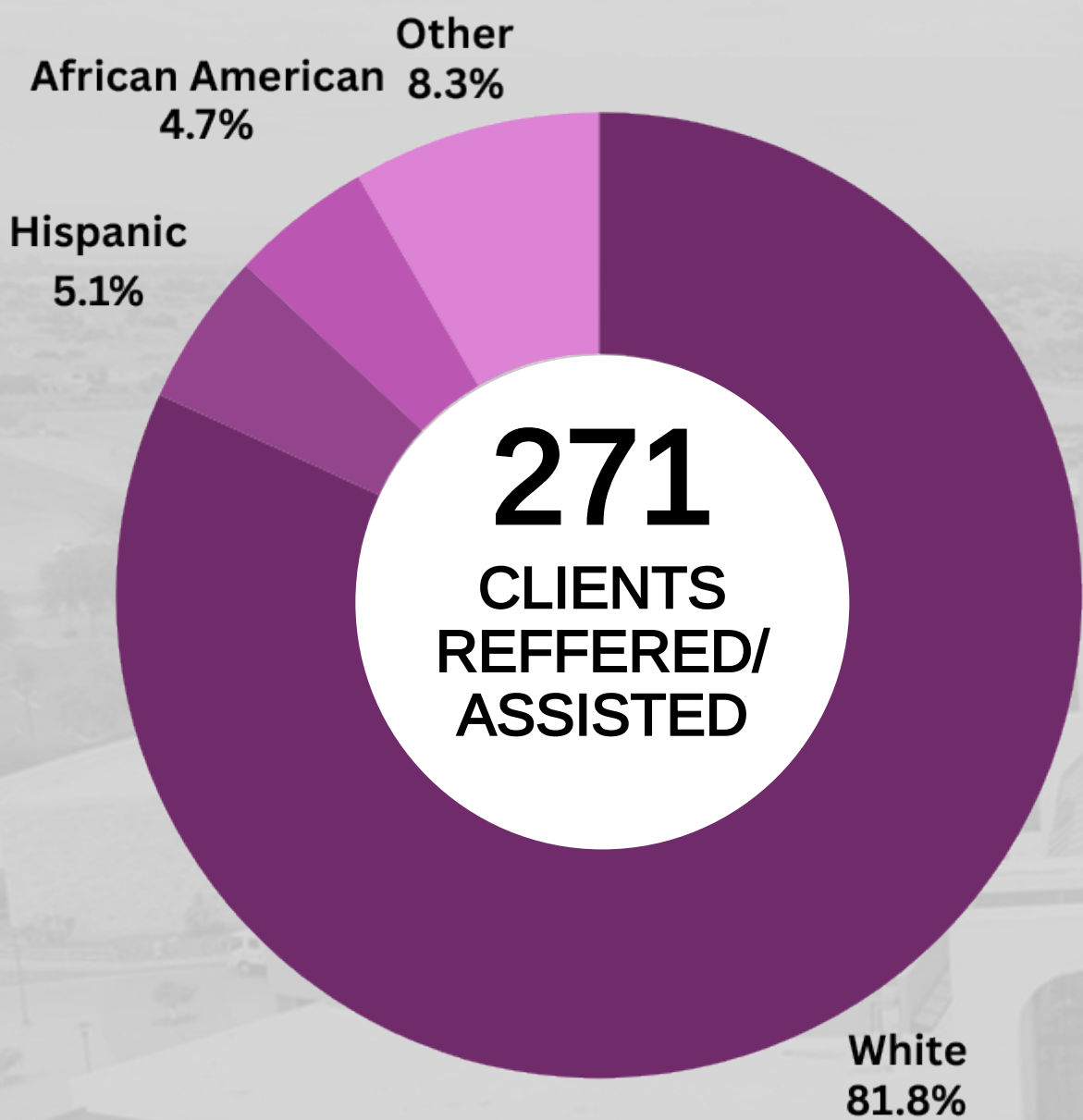
Ensure patients have an adequate food supply



SURPRISE
ARIZONA

Community Paramedicine

DEMOGRAPHICS & STATISTICS



76
AVERAGE
AGE

57
MIN
ON SCENE

131
FEMALE
CONTACTS

140
MALE
CONTACTS

THESE
271
CLIENTS
ACCOUNTED FOR
1,102
911 CALLS
WITH A SINGLE
PERSON
CALLING
48
TIMES

THIS
PROGRAM
HAS LEAD TO
78%
REDUCTION
IN HIGH
UTILIZER
CALLS

Community Paramedicine

SERVICES REFERRED



Elder Protection Agency



Health Department



Home Health



Mental Health Services



Social Assistance



Substance Abuse



Hording & Infestation



Fall Prevention



Veteran's Affairs Benefits



Legal Services Assistance



SURPRISE
ARIZONA



Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 15, 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 April 1st, 2025 Regular City Council Meeting Minutes

Motion:

I move to approve the April 1st, 2025 Regular City Council Meeting Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 040125 Regular City Council Meeting Minutes DRAFT
-



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

Mayor Sartor called the Regular Council Meeting of April 1st, 2025 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Jerry Henige led the 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

The City of Surprise Tot Time Students led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

Mayor Sartor declared that it was Fair Housing Month.

Mayor Sartor declared that it was Water Awareness Month.

E. City Manager Report

2. City Manager sub-text

3. Reports

City Manager, Bob Wigenroth, recognized Public Works Director, Kristin Tytler, for being named one of the top ten leaders of the year for Public Works.

Bob also acknowledged the achievements of the City Audit Team for receiving a pass rating recently.

City Manager, Bob Wigenroth, presented Shelby Fenwick. Shelby introduced the Student Youth Council members.

Kayla Vargas, Valley Vista High School

Alice Baughman, Dysart High School

F. City Clerk Report

4. Reports

1. 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: To Approve

Initiated By: Nick Haney

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

2. 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: To Approve

Initiated By: Nick Haney

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

3. 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: To Approve

Initiated By: Nick Haney

Seconded By: Earle Greenberg

Yes: None

No: None

Abstain: None

Vote Result: Passed

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

4. Consideration and action to approve the March 18th, 2025 Regular City Council Meeting Minutes
5. 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
6. 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.

7. 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.
8. 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.
9. 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
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. Consideration and Action on accepting a Temporary Drainage Easement from Langley Partners Investments, LLC north of Jomax Road, west of 163rd Avenue.
16. Consideration and Action pertaining to acceptance of a Waterline Easement from SimonCRE Asante, LLC, near 163rd Avenue and Pat Tillman Boulevard.
6. REGULAR AGENDA ITEM - PUBLIC HEARING:
17. 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: To Approve
Initiated By: Jack Hastings
Seconded By: Patrick Duffy

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

No: None

Abstain: None

Vote Result: Passed

18. 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.

Community Development Director, Lloyd Abrams, came to present this item. He talked about the Vicinity Map and Exhibit.

Councilmember Haney, asked for clarification of the action being taken. Lloyd confirmed it was just to abandon the right of way.

Motion: To Approve
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

7. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

20. Presentation and discussion on the Vista Center for the Arts Market Feasibility Study and Business Plan.

Bob Wigenroth, Julie Akerly, Kendra Pettis, and Andrea Davis came to present this item.

Councilmember Judd, talked about the history of this item, and the people who were there to support it.

Benton Delinger, from Theater DNA came to talk to council. He introduced Alex Hargis. They talked about the Market Conditions & Needs Assessment, Past Presenting Program Success, Stakeholder Roles, Establishing Presenting Division, Financial Investment, and Transition Timeline.

Vice-Mayor Hastings asked if the students will still have access to the Vista? Julie said it was a clear priority to have education available there. Vice-Mayor Hastings then talked about the potential cost recovery. He further talked about the history of the building and the reason why it was built.

Councilmember Melton asked who would be booking the shows? Julie said it would be the City.

Councilmember Melton asked who within the City that would be? Julie said there would be a presenting manager, and that they would have to be hired. Councilmember Melton then asked about the stakeholders and how reliable those stakeholders were. City Manager, Bob Wigenroth, talked about the history of this project and how he felt confident about any future developments.

Councilmember Greenberg, asked about the Profit and Loss and if it included concessions? Alex said that the numbers presented did include concessions. Councilmember Greenberg then asked about the cost recovery and the timeline? Andrea confirmed that by year five they would expect it to start recovering. Councilmember Greenberg then asked about having a touring show park at the theater and potential conflict with the school schedule? Alex talked about the potential usage schedule and the availability the schedule would have. Councilmember Greenberg then asked about an LED wall and if the City could strike a deal with the Church which owns the LED wall? Julie said they would be exploring a lot of possibilities in the future.

Councilmember Duffy talked about the relationship between the City and the School Districts. He talked about keeping a variety of services within the City.

Councilmember Haney asked about hiring FTE's and if it was dependent on the growth of the facility? Julie talked about the need of keeping FTE's regardless of the number of shows. Councilmember Haney said it isn't necessarily based on demand and that he wanted to make sure that any employees hired would be put to work effectively. Councilmember Haney then asked about the cost of creating something similar down the road from scratch? Benton talked about the expense for something new. Councilmember talked about community feedback and asked about the demographics? Alex said they had reached out to multiple groups and their interests, he confirmed that there is a demand across generations for such a facility. Alex also talked about the size and limitations faced with smaller facilities. Councilmember Haney said he liked the idea of investing the quality of life offered for residents.

Councilmember Judd talked about quality of life and the investment that the City puts towards residents. He thanked everyone for their involvement. He also talked about sales tax impacting this.

Mayor Sartor talked about coming together for the betterment for the entire City.

19. 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.

Deputy Police Chief, Charles Morin, came to present this item. He talked about the Police Substation, Overall Site, What's been done already, and Next Steps.

Councilmember Haney, asked if the land swap goes through when would the project be completed? Chief Morin said it would be FY 27. Councilmember Haney asked assets would be ran out of the substation? Chief Morin said they were hoping to have about 60 officers, and Animal Control. Councilmember Haney talked about the proximity to the Fire Station and his excitement for the development.

Councilmember Melton, talked about the location and design, and the benefit of having animal control out there.

Mayor Sartor said that he liked the development as well.

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

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

Vote Result: Passed

H. Call To The Public

I. Other Business and Future Agenda Items

J. City Council Reports

Councilmember Haney talked about the Out of the Park Music Festival and how well it well, he thanked staff for their efforts. He also talked about his community meeting. He asked about getting more information about the community paramedic program.

Councilmember Greenberg talked about his upcoming district meeting. He also talked about USA today ranking the Surprise Stadium as number one.

Councilmember Duffy talked about the Out of the Park Music Festival. He also talked about his upcoming meet and greet.

Councilmember Melton talked about touring the Arizona Charter Academy with the Mayor. He also talked about visiting the City of Goodyear. He talked about a ribbon-cutting ceremony that he did recently for a pharmacy. He also talked about his upcoming district meeting and Founder's Day.

Vice-Mayor Hastings talked about the Vista presentation. He also talked about all the opportunities coming up for the City.

Councilmember Judd thanked Kendra for her work on the recent festival. He also talked about going to the Maricopa County Flood Control Advisory Board Meeting. He also talked about his upcoming district meeting.

Mayor Sartor talked about the Spring Training season. He also talked about the Fire Department getting accreditation, and upcoming events. He also recognized Kristin Tytler for her recent achievements.

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 7:40 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, April 1, 2025**.

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 15, 2025

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of amendments to the Comprehensive Citywide Fee Schedule by increasing, removing, or newly adopting certain fees; Resolution #2025-19.

Motion:

I move to approve Resolution #2025-19.

Background:

Per the City of Surprise Comprehensive Financial Management Policies, user fees and charges will be examined periodically. Various city departments have reviewed their fees to ensure they align with current costs of service. The proposed updates were presented to Council during the February 4, 2025 regular meeting. Notice of fees requiring public notice was posted for the required 60 days following the Council regular meeting.

Objective Analysis:

The City charges a range of user fees for services provided to residents and businesses. These fees are imposed to support the City's costs of providing various programs and services, reducing the impact on the City's General Fund. The proposed changes are presented to Council for final approval/adoption.

Policy Compliant:

Proposed updates to the citywide fee schedule are in compliance with the City of Surprise Comprehensive Financial Management Policies and User Fees Standard Operating Procedures.

Financial Impact:

Any increases in the fees will be used to offset costs associated with providing programs and services.

Budget Impact:

The anticipated increases will be incorporated into future years' budgets.

FTE Impact:

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

ATTACHMENTS:

1. 1 Res 2025-19 - Citywide Fees Update_
 2. 2 Comprehensive Surprise Fee Schedule_Res2025-19_032025 - Clean
 3. 3 Comprehensive Surprise Fee Schedule_Res2025-19_02042025 - Redline
 4. 4 User Fees Council Presentation 020425
-

RESOLUTION # 2025-19

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE COMPREHENSIVE CITYWIDE FEE SCHEDULE BY REMOVING FEES, INCREASING EXISTING FEES, AND ADOPTING NEW FEES FOR VARIOUS CITY DEPARTMENTS.

WHEREAS, per the City of Surprise Comprehensive Financial Management Policies, user fees and charges will be examined periodically;

WHEREAS, the Comprehensive Citywide Fee Schedule was last amended on June 4, 2024, via Resolution #2024-45;

WHEREAS, the City has statutory authority to assess these fees and charges, and notice has been provided consistent with state law;

WHEREAS, various city departments have reviewed their fees to ensure they align with current costs of service;

WHEREAS, approval of the fee changes identified in Exhibit A allows the affected departments to recover operational and supply costs of providing services; and

WHEREAS, the City of Surprise also wishes to update the Comprehensive Citywide Fee Schedule accordingly.

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

Section 1. The fees, as identified in Exhibit A, are hereby authorized and established and shall become effective April 15, 2025.

Section 2. The Comprehensive Citywide Fee Schedule is hereby amended to include the fees and amounts as identified in Exhibit A.

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 # 2025-19
Exhibit A

Table 1 - New Fees / Increases to Existing Fees

Community Development	Current Amount	Proposed Amount	Unit of Measure
Appeals Fee	\$250.00	\$1,200.00	Each
Minor Site Plan Amendment	-	\$420.00	Each
Solar Admin Fee (2 of 3)	-	\$109.00	Each
Solar Plan Review Fee (3 of 3)	-	\$128.00	Each
Human Service & Community Vitality	Current Amount	Proposed Amount	Unit of Measure
Annual Membership (January-December) – Dual (Includes Senior Center and Fitness Center)	-	\$0.00-\$12.00	Per Person/Per Year
Congregate Meal Fee <i>*Individuals who do not meet eligibility requirements for meal services</i>	-	\$5.00	Per Person/Per Meal
Crafts – Non-Member	-	\$2.00-\$26.00	Per Person/Per Session
Special Interest Classes – Non-Member	-	\$2.00-\$151.00	Per Person/Per Session
Parks and Recreation	Current Amount	Proposed Amount	Unit of Measure
Racquetball/Paddleball Court Fee: 60 min: Non-Resident	-	\$5.00-\$7.00	Per Person/Per 60 min
Lap Lane Rental- 50 meter	-	\$75.00	Per Hour
Lane Configuration Change Fee	-	\$100.00	Per Change
Lap Lane & Diving Well Rental: Additional Fee for Non-Resident	-	\$10.00	Per Hour
Aquatic – Indoor Rental – During Open Swim ≤15-50 Attendees	\$40.00-\$240.00	\$60.00-\$400.00	Per 2-Hour Rental
Aquatic – Indoor Rental – During Open Swim ≤15-50 Attendees: Additional Fee for Non-Resident Rentals	-	\$20.00-\$50.00	Per 2-Hour Rental

Aquatic – Outdoor Rental – During Open Swim ≤15-50 Attendees	\$40.00-\$240.00	\$40.00-\$300.00	Per 2-Hour Rental
Aquatic – Outdoor Rental – During Open Swim ≤15-50 Attendees: Additional Fee for Non-Resident Rentals	-	\$20.00-\$50.00	Per 2-Hour Rental
Dance Room Rental: Resident	\$50.00	\$70.00	Per Hour
Dance Room Rental: Non-Resident	\$50.00	\$80.00	Per Hour
DreamCatcher Park/Recreation Center Gymnasium: Resident	\$100.00	\$145.00	Per Hour
DreamCatcher Park/Recreation Center Gymnasium: Non-Resident	\$125.00	\$165.00	Per Hour
Multi-Purpose Room Rental: Resident	\$75.00	\$120.00	Per Hour
Multi-Purpose Room Rental: Non-Resident Fee	\$100.00	\$140.00	Per Hour
Classroom Rental: Resident	\$30.00	\$35.00	Per Hour
Classroom Rental: Non-Resident	\$35.00	\$45.00	Per Hour
Sierra Montana Recreation Center Basic Rental Package (3-Hr. Minimum)	\$150.00	\$210.00	Per 3-Hour Rental
Sierra Montana Recreation Center Basic Rental Package: Additional Time	\$50.00	\$70.00	Per Hour
Sierra Montana Recreation Center Basic Rental Package: Additional Non-Resident Fee	-	\$60.00	Per 3-Hour Rental
Sierra Montana Recreation Center Ultimate Rental Package (3-Hr. Minimum)	\$300.00	\$420.00	Per 3-Hour Rental
Sierra Montana Recreation Center Ultimate Rental Package: Additional Time	\$50.00	\$140.00	Per Hour
Sierra Montana Recreation Center Ultimate Rental Package: Additional Non-Resident Fee	-	\$90.00	Per 3-Hour Rental
Sport Court Rentals: Non-Resident Fee	-	\$7.00-\$11.00	Per Hour
Public Works	Current Amount	Proposed Amount	Unit of Measure
Dry Utility Plan Review and Dry Utility Plan Revision Review	-	\$190 billed in arrears	Per Hour
Haul Permit	-	\$140.00	Per Permit
Water Resource Management	Current Amount	Proposed Amount	Unit of Measure

Water Efficiency Certification (New Professional)	-	\$50.00	Per Person
Water Efficiency Renewal Certification (Annual Renewal)	-	\$20.00	Per Person

Table 2 - Eliminating/Removing Fees

Department	Fees to be Eliminated/Removed
Human Service & Community Vitality	Fitness Center Resident and Non-Resident Fee Senior Center Resident and Non-Resident Fee
Parks and Recreation	Racquet Sports Organized Play Fees Racquet/Paddle Sports Admission Ball Machine Rental – Resident per ½ Hour Racquet/Paddle Sports Admission Ball Machine Rental – Non-Resident per ½ Hour Aquatics Rentals Category**II (A)(B) and Category*III Study Room Facility Cleaning/Excessive Utilities (weekends/holidays) Category**II(A)(B) Accessories Special Event Permits Category**II(A) Beer Permit – Admin Fee
Water Resource Management	Stormwater Utility Fees (removing from Citywide Fee Schedule but fees still in effect and located here: (Adopted FY25-FY29 Utility Rate Schedule))

Table 3 - Changes to the name, unit of measure and/or amount for existing fees

Department	Fee	Proposed Change	From	To
City Clerk	Commercial Records Request: Record Line	Unit of Measure	Per Record Line	Per Page
Community Development	Solar Permit Fee (1 of 3)	Amount	\$250.00	\$63.00
Community Development	Civil Construction Permit Renewal or Extension (Before expiration)	Name	Civil Construction Permit Renewal or Extension (Before expiration)	Civil Construction Permit Renewal or Extension (Before expiration or based on the percentage of work remaining as approved by the City Engineer)
Community Development	Standard Civil Plan Review	Name	Standard Civil Plan Review	Standard Civil Plan Review and Civil Plan Revision Review
Parks and Recreation	Open Swim & Lap Swim – Youth-Resident	Name	Open Swim & Lap Swim – Youth-Resident	Open Swim & Lap Swim – Youth/Senior-Resident
Parks and Recreation	Swim Passes (Residents Only) Youth Individual	Name	Swim Passes (Residents Only) Youth Individual	Swim Passes (Residents Only) Youth/Senior Individual

Table 3 - Changes to the name, unit of measure and/or amount for existing fees

Department	Fee	Proposed Change	From	To
Parks and Recreation	Open Swim & Lap Swim – Youth/Adult-Non-Resident	Name	Open Swim & Lap Swim – Youth/Adult-Non-Resident	Open Swim & Lap Swim – Youth/Adult/Senior-Non-Resident
Parks and Recreation	Racquet/Paddle Sports Admission – Ball Machine Rental	Name	Racquet/Paddle Sports Admission – Ball Machine Rental	Racquet/Paddle Sports Admission – Ball Machine Rental (1/2 Hour & Full Hour Rentals available)
Parks and Recreation	Tennis Court Fees Day	Name	Tennis Court Fees Day	General Admission (Court Fees)
Parks and Recreation	Surprise Aquatic Center	Name	Surprise Aquatic Center	Surprise Aquatic Center – Private Rental Fees
			≤100 101-150 151-200 201-250 251-400	≤100 Attendees 101-150 Attendees 151-200 Attendees 201-250 Attendees 251-400 Attendees
Parks and Recreation	Hollyhock Community Pool	Name	Hollyhock Community Pool	Hollyhock Community Pool – Private Rental Fees
			≤100 101-150 151-200	≤100 Attendees 101-150 Attendees 151-200 Attendees
Parks and Recreation	Aquatic Private Rental Fees (2 Hr. Min.) Category*III	Name	Aquatic Private Rental Fees (2 Hr. Min.) Category*III	Lane Rental
			Lap Lane Rental Diving Well Rental	Lap Lane Rental - 25 meter Diving Well Rental (Surprise Aquatic Center & Hollyhock Only)
Parks and Recreation	Municipal Pools Birthday Party (Residents only) Surprise Aquatic Center (SAC) and Hollyhock Community Pool	Name	Municipal Pools Birthday Party (Residents only) Surprise Aquatic Center (SAC) Hollyhock Community Pool	Aquatic – Indoor Rental – during open swim
			≤15 16-20 21-25 26-30 31-50	≤15-50 Attendees
Parks and Recreation	Facility Rentals	Name	Facility Rentals	Recreation Center Facility Rentals 2-hour minimum for all Recreation Center Facility Rentals excluding rental packages
Parks and	Classroom	Name	Classroom	Classroom*

Table 3 - Changes to the name, unit of measure and/or amount for existing fees

Department	Fee	Proposed Change	From	To
Recreation				*Classroom rentals are subject to a \$20.00 staffing fee depending on facility schedule
Parks and Recreation	Dance Room at Countryside Rec Center	Name	Dance Room at Countryside Rec Center	Dance Room
Parks and Recreation	Multi-Purpose Room (2 Hr. Min.)	Name	Multi-Purpose Room (2 Hr. Min.)	Multi-Purpose Room
Parks and Recreation	Sierra Montana	Name	Sierra Montana	Sierra Montana Recreation Center Rental Packages
Parks and Recreation	Field Rentals	Name	Field Rentals	Field Rentals Additional Special Event Permits or a Facility Use Agreement may apply to field reservations depending on the nature of the reservation
Parks and Recreation	Field Rentals	Name	Category** II (A)(B)	Sport Field Rental- Resident
			Category** III	Sport Field Rental- Non-Resident
Parks and Recreation	Racquetball Courts/Sand Volleyball Courts/Pickleball Courts Rentals-All Categories	Name	Racquetball Courts/Sand Volleyball Courts/Pickleball Courts Rentals-All Categories	Sand Volleyball Courts/Pickleball Courts/Basketball Court Rentals *Sport Courts are rented on a limited basis
Parks and Recreation	Ramadas	Name	Ramadas	Ramadas Additional Special Event Permits or a Facility Use Agreement may apply to ramada reservations depending on the nature of the reservation
Parks and Recreation	Ramada Heritage Park Pavilion (Special event premiums may apply.)	Name	Ramada Heritage Park Pavilion (Special event premiums may apply.)	Ramada Park Pavilion and Rescue Springs Patio
Parks and Recreation	Amplified Sound - DJ (Must reserve all ramada's within 50 ft.)	Name	Amplified Sound - DJ (Must reserve all ramada's within 50 ft.)	Amplified Sound Permit - (Must reserve all ramada's within 50 ft.)
		Unit of Measure	Resident - Every 4 hours	Resident - Per Permit Non-Resident - Per Permit

Table 3 - Changes to the name, unit of measure and/or amount for existing fees

Department	Fee	Proposed Change	From	To
			Non-Resident – Every 4 Hours	
Parks and Recreation	Organized Activity Park Use - Resident	Unit of Measure	Per Permit	Per 4-Hour Block
	Organized Activity Park Use - Non-Resident		Per Permit	Per 4-Hour Block
Parks and Recreation	Inflatables/Attractions (Resident)	Name	Inflatables/Attractions (Resident)	Special Use Permit - Resident
	Inflatables/Attractions (Non-Resident)	Unit of Measure	Inflatables/Attractions (Non-Resident)	Special Use Permit – Non-Resident
Parks and Recreation	Memorial Program	Name	Resident - Per Item/Per Day	Resident - Per 4-Hour Block
			Non-Resident - Per Item/Per Day	Non-Resident - Per 4-Hour Block
Parks and Recreation	Brick for Dream Catcher Park	Name	Memorial Program	Memorial Brick
			Brick for Dream Catcher Park	

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<u>FEE</u>	<u>AMOUNT</u>	<u>UNIT OF MEASURE</u>
ARTS, CULTURE & LIBRARY		
Library Printing Fees - black & white > 20 (first 20 b&w prints are free)	\$0.10	Per Page
Library Printing Fees - color	\$0.25	Per Page
CITY CLERK		
Commercial Records Request		
Electronic Record	\$5.00	Per Day
Record Line	\$0.50	Per Page
All commercial records requests will be fulfilled electronically. For hard copy requests, an additional cost for printing will be incurred.		
Additional fees could be assigned depending on the commercial value of the information being requested, and other contributing factors. A.R.S. § 39-121.03(A).		
Passports		
Execution*	\$35.00	Per Card or Book
Photocopies		
8.5" x 11" or 8.5" x 14"	\$0.50	Per Page
11" x 17"	\$1.00	Per Page
CITY COURT		
Arrest Warrant Processing	\$200.00	Per Warrant
Compliance Monitoring	\$100.00	Per Case
Deferred Prosecution	\$200.00	Per Case
Diversion Program	\$300.00	Per Case
Driver's License Suspension	\$50.00	Per Case
Indigent Administrative Assessment (Determined by the Judge based on financial affidavit.)	\$25.00	Per Charge
Jury Cancellation	\$500.00	Per Case
Municipal Court Enhancement	\$16.40	Per Case
Probation Program	\$100.00	Per Case
Public Defender	\$150.00	Per Case (Determined by Judge based on financial affidavit)
COMMUNITY DEVELOPMENT		
Community Facilities District (CFD)		
CFD Application (per A.R.S. § 48-708 (E))	\$15,000.00	Per CFD
CFD Administrative Expense (per A.R.S. § 48-708 (E))	\$50,000.00 (or actual cost, whichever is less)	Per CFD
CFD Administrative Expense Additional Deposits	\$25,000.00	Per CFD
Building Permit and Inspections		
Annual Facilities Permit	\$275.00	Per Permit
Building/Fire Permit		
Building/Fire Permit Fee (Fee 1 of 3)	\$100.00	Each Permit
Building/Fire Permit Fee - \$1.00 to \$999,999.99 (Fee 2 of 3)	\$6.00	Per Each \$1,000.00 of Valuation
Building/Fire Permit Fee - Any Valuation above and beyond the first \$1,000,000.00+ (Fee 3 of 3)	\$5.00	Per Each \$1,000.00 of Valuation
Commercial Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each
Deferred Permit Submittal	\$165.00	Per Deferral
Designated Slum Property Inspection (2 hr. min. outside normal business hours)	\$150.00	Per Inspection
Finished Floor Elevation Verification	\$415.00	Per Verification
Re-Inspection	\$100.00	Per Hour (\$200.00 min.)
After Hour Inspection	\$100.00	Per Hour (\$200.00 min.)
After Hour Inspection - Weekends/Holidays/3rd Shift	\$100.00	Per Hour (\$300.00 min.)
Manufactured Home	Per Arizona Department of Housing Intergovernmental Agreement	Each
Patio Covers/Awnings/Carports	50% of cost per square foot of ICC valuation	Per square foot of ICC valuation
Print or Reproduction of Certificate of Occupancy Only	\$75.00	Per Address
Residential Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each
Residential Healthcare Facility Inspections	\$180.00	Per Inspection
Swimming Pool Signs	Actual Cost to Jurisdiction	Per Sign

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<u>FEE</u>	<u>AMOUNT</u>	<u>UNIT OF MEASURE</u>
Temporary Certificate of Occupancy (TCO) - First 30 days (Fee 1 of 2)	\$500.00	Per TCO for first 30 days
Temporary Certificate of Occupancy (TCO) - Each Subsequent 30 days (Fee 2 of 2) (Issued in 30-day increments only) <i>Excludes phased multifamily projects when approved by the Community Development Director</i>	\$1,000.00	Per TCO for each 30 days beyond the initial 30 days
Temporary Use Permit/Special Event	\$135.00	Per Permit
Self-Certification Meeting	\$300.00	Per Meeting
Solar Permit Fee (1 of 3)	\$63.00	Per Permit
Solar Admin Fee (2 of 3)	\$109.00	Per Permit
Solar Plan Review Fee (3 of 3)	\$128.00	Per Permit
Building, Fire and Landscape Plan Review		
Building/Fire/Landscape Plan Review	65% of the Permit Fee	Per Permit
Plan Revisions - After Permit is Approved	\$25.00	Per 15 mins.
Civil Engineering Permit and Inspections		
Annual Traffic Control Permit	\$750.00	Per Permit
City Jurisdiction or Service Area - Civil Construction Permit	3.5% based on either an executed contract price or a sealed engineer's estimate at 110%	Per Permit
City Jurisdiction or Service Area - Private Utility (Wet and dry without an agreement)	1% of Construction Cost	Per Permit
Civil Construction Permit Renewal Or Extension (Before expiration or based on the percentage of work remaining as approved by the City Engineer)	50% of the original permit fee paid	Per Permit
Inspection and Re-Inspection (2 hr. min. outside normal business hours)	\$125.00	Per Hour
Excavation In Paved Streets Within 2 Years Of Street Construction		
5 sq. yds. or less	\$330.00	Per Square Yard
5 - 100 sq. yds.- Fee 1 of 2	\$1,650.00	Per Review
5 - 100 sq. yds.- Fee 2 of 2	\$18.00	Per Square Yard
100 sq. yds. or more- Fee 1 of 2	\$3,360.00	Per Review
100 sq. yds. or more- Fee 2 of 2	\$14.00	Per Square Yard
Standard Civil Plan Review and Civil Plan Revision Review		
1st and 2nd Review	\$380.00	Per Sheet
3rd and Subsequent Review	\$190.00	Per Sheet
Dry Utility Plan Review and Dry Utility Plan Revision Review	\$190.00 billed in arrears	Per Hour
Development Fees		
404 Documentation/Phase 1 Environmental Assessment/Title Report/Environmental Inventory Plan & Report	\$180.00	Per Report
Administrative Use Permit (AUP)	\$400.00	Each
Alta Survey	\$95.00	Per Sheet
Appeals	\$1,200.00	Each
Annexation	\$800.00	Per Annexation
Comprehensive Sign Program (CSP)	\$1,750.00	Each
Concept Review	\$300.00	Per Review
Concept Review Waiver	\$150.00	Each
Conditional Use Permit (Use Only)	\$1,250.00	Each
Conditional Use Permit with Site Plan		
Fee 1 of 2	\$3,600.00	Each
Fee 2 of 2	\$30.00	Per Acre
Development Agreement	\$5,000.00	Per Agreement
Development Agreement Amendment	\$2,500.00	Per Amendment
Design Review/Concept Review Validity Extension	\$75.00	Each
Design Review Elevation Only (Remodel, Colors)	\$150.00	Each
Engineering Report (Traffic Impact Analysis/Engineering Report, Water, Wastewater or Reclaimed Water Master Plan)	\$180.00	Per Hour/ Per Report – Billed in Arrears
Final Plat		
Fee 1 of 2	\$1,200.00	Each
Fee 2 of 2	\$17.00	Per Lot/Tract/Parcel
Fire Flow Test Results	\$110.00	Per Test
Follow Up Concept Review	\$150.00	Per Review
General Plan Amendment Major	\$6,000.00	Each
General Plan Amendment Minor	\$2,500.00	Each
Home Product Review	\$125.00	Per Plan
Landscape Design Review	\$300.00	Per Sheet
Lot Line Adjustment	\$400.00	Each
Map of Dedication	\$750.00	Each

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<u>FEE</u>	<u>AMOUNT</u>	<u>UNIT OF MEASURE</u>
Minor Land Division		
Fee 1 of 2	\$400.00	Each
Fee 2 of 2	\$17.00	Per Lot/Tract/Parcel
Model Home Complex		
Fee 1 of 2	\$600.00	Each
Fee 2 of 2	\$30.00	Per Lot/Tract/Parcel
Parcel Assemblage	\$400.00	Each
Planned Unit Development Overlay	\$3,540.00	Per Overlay
Preliminary Plat		
Fee 1 of 2	\$2,500.00	Each
Fee 2 of 2	\$30.00	Per Lot/Tract/Parcel
Project Name Change/Site Plan Extension/Continuance Per Applicant Request	\$220.00	Per Request
Rezone		
Fee 1 of 2	\$3,000.00	Each
Fee 2 of 2	\$20.00	Per Acre
Site Plan (Narrative and elevations included in per sheet fee)		
Fee 1 of 2	\$3,000.00	Each
Fee 2 of 2	\$30.00	Per Acre
Minor Site Plan Amendment Fee	\$420.00	Each
Temporary Use Permit/Special Event	\$135.00	Per Permit
Text Amendment	\$2,000.00	Each
Variance		
Fee 1 of 2	\$500.00	Each
Fee 2 of 2	\$25.00	Per Item Requested
PAD/PUD Amendment Major	\$2,500.00	Each
PAD/PUD Amendment Minor	\$885.00	Per Amendment
Address Assignment From Dedicated Access (At time of Permit/Development Review)	\$10.00	Per Address
Address Assignment On Vacant Property Or From Easement (At time of Permit/Development Review)	\$25.00	Per Address
Address Change At Time Of Permit	\$50.00	Per Address
Document Handling	Actual Cost to Jurisdiction	Per Document
Native Plant Inventory – 1st and 2nd Review	\$160.00	Per Sheet
Native Plant Inventory – 3rd and Subsequent Review	\$100.00	Per Sheet
Miscellaneous 4th and subsequent reviews (any plan type)	20% of Initial Base Fee	Each
Plan Revisions	\$380.00 billed in arrears	Per Sheet
Plan Revisions - After Permit is Approved	\$25.00	Per 15 mins.
Plan Revision Requested by Applicant	50% of Initial Base Fee	Each
Field Directives	\$190.00 billed in arrears	Per Hour
Public Meeting Notice/Advertising	Actual Cost to Jurisdiction	Per Advertisement
Recordation Fee	Actual Cost to Jurisdiction	Per Recording
General Services		
Civil Permit and Design Review Administrative Processing	\$140.00	Per Permit/Review
Building Permit Administrative Processing Fee - Valuation of \$1.00 - \$999,999.99	0.50% of Valuation	Valuation for first million
Building Permit Administrative Processing Fee - Valuation of \$1,000,000.00+	0.052% of Valuation	Valuation beyond the first million
Archived Document Retrieval (Copies are additional)	\$80.00	Per Request
Asbuilts		
12" x 18"	\$2.50	Per Page
24" x 36"	\$5.00	Per Page
CD's Containing Documents	\$5.00	Per CD
Custom Maps (\$150 min.)	\$80.00	Per Hour
Digital Data		
Boundary Shapes	\$25.00	Per Shape
Centerlines	\$250.00	Per Centerline
Land Use or Zoning	\$100.00	Per Request
Parcels	\$500.00	Per Parcel
Maps		
8.5" x 11"	\$2.50	Per Page
11" x 17"	\$5.00	Per Map
24" x 36"	\$20.00	Per Map
36" x 48" or 40" x 60"	\$30.00	Per Map
Zoning Verification, Compliance Letter	\$100.00	Each
Right-Of-Way Facilities Fees		
Annual Use Fees		
Right-Of-Way Use Fee	\$50.00	Per year x number of Small Wireless Facilities
Right-Of-Way Use Fee for Monopoles and Associated Wireless Facilities	\$100.00	Per year x number of Small Wireless Facilities



Citywide Fee Schedule

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<u>FEE</u>	<u>AMOUNT</u>	<u>UNIT OF MEASURE</u>
Application for collocating Small Wireless Facilities (Existing with no modifications)		
One (1) to five (5) applications	\$100.00	Each
Six (6) through 25 applications	\$50.00	Each
Application for Utility Pole and Monopole (New or existing with modifications)		
New, replacement, or modified utility poles not subject to zoning review	\$400.00	Each
New, replacement, or modified monopoles, utility poles, collocations, or wireless facilities subject to zoning review	\$400.00	Each
Miscellaneous		
Outside Consultant	Actual Cost to Jurisdiction	Per Consultant
Abatement Administrative Fee (\$150 min.)	10% of Actual Cost	Per Abatement

ECONOMIC DEVELOPMENT

TechCelerator

The Economic Development Director has the authority to reduce or waive the program fee based on business evaluation criteria.

Program Fee		
Tier 1	\$0.35	Per Square Foot/Per Month
Tier 2	\$0.51	Per Square Foot/Per Month
Tier 3	\$0.68	Per Square Foot/Per Month
Tier 4	\$0.85	Per Square Foot/Per Month
Tier 5	\$1.01	Per Square Foot/Per Month
Tier 6	\$1.18	Per Square Foot/Per Month
Tier 7	\$1.34	Per Square Foot/Per Month

FINANCE

Business Licensing

Business - Initial License	\$168.00	Per License
Business - Annual Renewal Fee	\$84.00	Per License
Short Term Rental License Fee	\$250.00	Per License/Application

Pro-Rated Initial Business License

Start date 1st Quarter (Jan, Feb, & Mar)	\$168.00	Per License
Start date 2nd Quarter (Apr, May, & Jun)	\$126.00	Per License
Start date 3rd Quarter (Jul, Aug, & Sept)	\$84.00	Per License
Start date 4th Quarter (Oct, Nov, & Dec)	\$42.00	Per License
Late Payment (Failure to pay by a specified due date.)	25% of Base Rate	Per License

Miscellaneous

Returned Payment Fee	\$15.00	Per Transaction
City Sales and Use Tax Application Fee	\$10.00	Per License
Department of Public Safety Background Check*	\$22.00	Per Check
In-Person Development Services Payment Processing Fee for Credit Card Transactions	2.0%	Per Transaction Amount
Online Development Services Payment Processing Fee for Credit Card/Debit Transactions	2.8% or \$1.25 minimum	Per Transaction Amount

FIRE-MEDICAL

Fire Suppression

Engine Company/Ladder Tender	\$427.00	Per Hour
Ladder Company	\$514.00	Per Hour
Command Vehicle	\$244.00	Per Hour
Brush Truck/Support Truck	\$228.00	Per Hour
Water Tender	\$184.00	Per Hour
Staff Vehicle	\$148.00	Per Hour

Fire Code Compliance

Annual Fire Inspections- 3rd, 4th, and 5th Re-Inspection	\$150.00	Per Inspection
Electronic Filing- Fire Code Compliance	\$12.00	Per Inspection

License Inspection

Adult/Child Day Care Facility	\$100.00	Per Inspection
Residential Group Homes/Nursing Care/Supervisory Care/Behavioral Health and Assisted Living Facilities	\$150.00	Per Inspection

Inspection

Pyrotechnics Display	\$300.00	Per Inspection
90 day Firework Vendor- Store	\$150.00	Per Inspection
90 day Firework Vendor- Tent	\$350.00	Per Inspection



Citywide Fee Schedule

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<u>FEE</u>	<u>AMOUNT</u>	<u>UNIT OF MEASURE</u>
Lock Box		
Device and Installation	\$65.00	Per Box
Records Request		
Compact Disc	\$20.00	Per Disc
Less than 10 pages	\$5.00	Per Request
10 to 19 pages	\$10.00	Per Request
20 - 29 pages	\$15.00	Per Request
30 - 49 pages	\$25.00	Per Request
50 - 100 pages	\$35.00	Per Request
Remote Alarm		
Installation		
Fee 1 Of 2	\$100.00	Per Installation
Fee 2 Of 2	\$150.00	Per Day
Alarm System Non-Compliance	\$75.00	Per Call
Incident Investigation – Car 3099	\$75.00	Per Hour
Tactical Premise	\$75.00	Per Call
Annual Tomar Gate Inspection	\$50.00	Per Inspection
Resuscitation Training		
Instructor Fee (required for all classes/training)	Per HR Compensation Plan (see COS website)	Per Hour
CPR/AED Digital Certification Card with Access to Digital Book (6 Student Minimum)	\$20.00	Materials Per Student
CPR/AED First Aid Digital Certification Card with Access to Digital Book (6 Student Minimum)	\$30.00	Materials Per Student
Fire-Medical Staffing		
	Per HR Compensation Plan (see COS website)	Per Hour
HUMAN SERVICE & COMMUNITY VITALITY		
Senior Center Rentals		
<i>Tier 1: City of Surprise non-profit partners and government entities</i>		
<i>Tier 2: Non-profit organizations who are not associated with the City of Surprise</i>		
<i>Tier 3: Individuals or groups</i>		
<i>Tier 4: Business entities operating for profit</i>		
Café	\$0.00 - Tier 1 \$10.00 - Tier 2 \$15.00 - Tier 3 Not Available - Tier 4	Per Hour Based on Tier
Classroom (Available to Tier 1 only)	\$0.00 - Tier 1 Not Available - Tier 2 Not Available - Tier 3 Not Available - Tier 4	Per Hour Based on Tier
Dining Hall	\$0.00 - Tier 1 \$20.00 - Tier 2 \$40.00 - Tier 3 \$80.00 - Tier 4	Per Hour Based on Tier
Game Room	\$0.00 - Tier 1 \$15.00 - Tier 2 \$30.00 - Tier 3 \$60.00 - Tier 4	Per Hour Based on Tier
Dining Hall and Kitchen	\$0.00 - Tier 1 \$25.00 - Tier 2 \$50.00 - Tier 3 \$100.00 - Tier 4	Per Hour Based on Tier
Entire Building	\$0.00 - Tier 1 \$30.00 - Tier 2 \$60.00 - Tier 3 \$125.00 - Tier 4	Per Hour Based on Tier
Annual Membership (January-December)		
Senior Center Only	\$0.00 - \$5.00	Per Person/Per Year
Fitness Center Only	\$0.00 - \$10.00	Per Person/Per Year
Dual (includes Senior Center and Fitness Center)	\$0.00 - \$12.00	Per Person/Per Year



Citywide Fee Schedule

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FEE	AMOUNT	UNIT OF MEASURE
Holiday Parties		
Member	\$0.00 - \$50.00	Per Person/Per Party
Non-Member	\$0.00 - \$60.00	Per Person/Per Party
Special Interest Classes		
Member	\$1.00 - \$150.00	Per Person/Per Session
Non-Member	\$2.00 - \$151.00	Per Person/Per Session
Crafts		
Member	\$1.00 - \$25.00	Per Person/Per Session
Non-Member	\$2.00 - \$26.00	Per Person/Per Session
Congregate Meal Fee (Individuals who do not meet eligibility requirements for meal services.)	\$5.00	Per Person/Per Meal
PARKS AND RECREATION		
Aquatics Admissions		
Special Event Admissions/Aquatics	\$0.00 - \$25.00	Per Person/Per Event
Open Swim & Lap Swim		
Youth/Senior- Resident	\$2.00 - \$5.00	Per Person/Per Day
Adult- Resident	\$3.00 - \$6.00	Per Person/Per Day
Youth/Adult/Senior- Non-Resident	\$5.00 - \$8.00	Per Person/Per Day
Swim Passes (Residents Only)		
Youth/Senior Individual	\$30.00 - \$50.00	Per Season
Adult Individual	\$50.00 - \$80.00	Per Season
Family (Up to 5)	\$100.00 - \$160.00	Per Season
Family (Additional persons over 5)	\$10.00 - \$20.00	Per Person/Per Season
Racquet/Paddle Sports Admissions		
Ball Machine Rental (1/2 Hour & Full Hour Rentals Available)		
Resident	\$11.00	Per Machine/Per 1 Hour
Non-Resident	\$13.00	Per Machine/Per 1 Hour
General Admission (Court Fees)		
Tennis Court Fee: 90 minutes - Resident	\$2.00 - \$4.00	Per Person/Per 90 min
Tennis Court Fee: 120 minutes - Resident	\$3.00 - \$5.00	Per Person/Per 120 min
Tennis Court Fee: 90 minutes - Non-Resident	\$3.00 - \$5.00	Per Person/Per 90 min
Tennis Court Fee: 120 minutes - Non-Resident	\$4.00 - \$6.00	Per Person/Per 120 min
Additional Fee for Tennis Court Prime-Time Use (After 4PM)	\$1.00 - \$3.00	Per Person/Per Rental
Racquetball/Paddleball Court Fees		
Racquetball/Paddleball Court Fees 60 min - Resident	\$3.00 - \$5.00	Per Person/Per 60 min
Racquetball/Paddleball Court Fees 60 min - Non-Resident	\$5.00 - \$7.00	Per Person/Per 60 min
Special Events Admissions		
Special Event Admissions/Teens	\$0.00 - \$25.00	Per Person/Per Event
Event & Promotion Activity Tickets (Fees vary depending on event)	\$1.00 - \$50.00	Per Ticket
Aquatics Rentals		
Category** I	No charges apply	
Surprise Aquatic Center - Private Rental Fees		
≤100 Attendees	\$280.00	Per Hour
101-150 Attendees	\$310.00	Per Hour
151-200 Attendees	\$330.00	Per Hour
201-250 Attendees	\$350.00	Per Hour
251-400 Attendees	\$450.00	Per Hour
Hollyhock Community Pool - Private Rental Fees		
≤100 Attendees	\$210.00	Per Hour
101-150 Attendees	\$240.00	Per Hour
151-200 Attendees	\$260.00	Per Hour
Lane Rental		
Lap Lane Rental - 25 meter	\$50.00	Per Hour
Lap Lane Rental - 50 meter	\$75.00	Per Hour
Lane Configuration Change Fee	\$100.00	Per Change
Diving Well Rental (Surprise Aquatic Center & Hollyhock Only)	\$50.00	Per Hour
Additional Fee for Non-Resident Rentals	\$10.00	Per Hour



Citywide Fee Schedule

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FEE	AMOUNT	UNIT OF MEASURE
Aquatic - Indoor Rental - during open swim		
≤15 -50 Attendees	\$60.00 - \$400.00	Per 2-Hour Rental
Additional Fee for Non-Resident Rentals	\$20.00 - \$50.00	Per 2-Hour Rental
Aquatic - Outdoor Party Rental - during open swim		
≤15 -50 Attendees	\$40.00 - \$300.00	Per 2-Hour Rental
Additional Fee for Non-Resident Rentals	\$20.00 - \$50.00	Per 2-Hour Rental
Additional Aquatic Fees		
Staff (Requirements based on specific event, projected attendance & required number of personnel for safety.)	\$25.00	Per Hour/Per Staff
Utilities (Gas/Electric/Water)	\$20.00	Per Hour
Excessive Utilities (To restart heat/utilities when closed for winter/season)	\$500.00	Per Day
Recreation Center Facility Rentals		
2-hour minimum for all Recreation Center Facility Rentals excluding rental packages		
Dance Room		
Resident	\$70.00	Per Hour
Non-Resident	\$80.00	Per Hour
Dreamcatcher Park/Recreation Center Gymnasium		
Resident	\$145.00	Per Hour
Non-Resident	\$165.00	Per Hour
Multi-Purpose Room		
Resident	\$120.00	Per Hour
Non-Resident	\$140.00	Per Hour
Classroom		
Resident	\$35.00	Per Hour
Non-Resident	\$40.00	Per Hour
* Classroom rentals are subject to a \$20.00 staffing fee depending on facility schedule.		
Sierra Montana Recreation Center Rental Packages		
Basic Rental Package (3 Hr. Minimum)	\$210.00	Per 3-Hour Rental
Basic Rental Package - Additional Time	\$70.00	Per Hour
Additional Fee for Non-Resident Rentals	\$60.00	Per 3-Hour Rental
Ultimate Rental Package (3 Hr. Minimum)	\$420.00	Per 3-Hour Rental
Ultimate Rental Package- Additional Time	\$140.00	Per Hour
Additional Fee for Non-Resident Rentals	\$90.00	Per 3-Hour Rental
Field Rentals		
Additional Special Event permits or a Facility Use Agreement may apply to field reservations depending on the nature of the reservation		
All City Fields (excluding Surprise Recreation Campus fields and the Fields at Countryside)		
Sport Field Rental Monday - Friday before 5pm	\$7.50	Per Hour
Sport Field Rental - Resident	\$15.00	Per Hour
Sport Field Rental - Non-Resident	\$30.00	Per Hour
Field Prep Fee	\$15.00 - \$150.00	Per Field
Fields at Countryside		
FAC Field Rental - Resident Before 5pm	\$50.00	Per Hour
FAC Field Rental - Resident After 5pm	\$65.00	Per Hour
FAC Field Rental - Non-Resident Before 5pm	\$75.00	Per Hour
FAC Field Rental- Non-Resident After 5pm	\$90.00	Per Hour
Field Prep Fee	\$15.00 - \$150.00	Per Field
Surprise Tennis & Racquet Complex Rentals		
Group Tennis Court Rentals - Before 4pm		
Resident Groups & Organizations	\$6.00 - \$11.00	Per Hour
Non-Resident Groups & Organizations	\$12.00 - \$18.00	Per Hour
Group Tennis Court Rentals - After 4pm		
Resident Groups & Organizations	\$8.00 - \$12.00	Per Hour
Non-Resident Groups & Organizations	\$15.00 - \$21.00	Per Hour
Group Warm-up Fee	\$4.00 - \$5.00	Per Court/Per 30 min
Basket of Tennis Balls	\$2.00	Per Person/Per Day
Racquet Stringing Services	\$15.00 - \$35.00	Per Item

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FEE	AMOUNT	UNIT OF MEASURE
Backboard Rental	\$1.00	Per Person/Per 30 minutes
Tennis Classroom		
Resident	\$30.00 - \$40.00	Per Hour
Non-Resident	\$35.00 - \$45.00	Per Hour
Tennis Ping Pong Room		
Resident	\$25.00 - \$35.00	Per Hour
Non-Resident	\$30.00 - \$40.00	Per Hour
Sand Volleyball Courts/Pickleball Courts Rentals/Basketball Court Rentals		
* Sport Courts are rented on a limited basis		
Resident	\$5.00 - \$9.00	Per Hour
Non-Resident	\$7.00 - \$11.00	Per Hour
Ramadas		
Additional Special Event permits or a Facility Use Agreement may apply to ramada reservations depending on the nature of the reservation.		
Ramada Small		
Resident	\$20.00	Per 4 Hour Block
Non-Resident	\$35.00	Per 4 Hour Block
Ramada Large		
Resident	\$30.00	Per 4 Hour Block
Non-Resident	\$55.00	Per 4 Hour Block
Ramada Marley Park Pavillion and Rescue Springs Patio		
Resident	\$65.00	Per 4 Hour Block
Non-Resident	\$125.00	Per 4 Hour Block
Special Event Permits		
Amplified Sound - (Must reserve all ramada's within 50 ft.)		
Resident	\$50.00 - \$100.00	Per Permit
Non-Resident	\$100.00 - \$250.00	Per Permit
Beer Permit		
Resident	\$10.00	Per Permit
Non-Resident	\$20.00	Per Permit
Special Use Permit		
Special Use Permit - Resident	\$10.00	Per Item/Per 4-Hour Block
Special Use Permit - Non-Resident	\$20.00	Per Item/Per 4-Hour Block
Organized Activity Park Use - Resident	\$0.00 - \$100.00	Per 4-Hour Block (Permit fees based on group size and activity)
Organized Activity Park Use - Non-Resident	\$0.00 - \$200.00	Per 4-Hour Block (Permit fees based on group size and activity)
Mobile Food Vendor		
Vending in Parks	\$0.00 - \$500.00	Per Permit (Permit fee based on location, duration and event)
Memorial Program		
24" Tree	\$850.00	One time amount
36" Tree	\$2,000.00	One time amount
Park Bench	\$5,000.00	One time amount
Memorial Brick	\$100.00	One time amount
POLICE		
Reports		
Less Than 10 Pages	\$5.00	Per Request
10 - 19 Pages	\$10.00	Per Request
20 - 29 Pages	\$15.00	Per Request
30 - 49 Pages	\$25.00	Per Request
50 - 100 Pages	\$35.00	Per Request
Per Page Over 100 Pages	\$0.15	Per Request
Photos		
Photos	\$20.00	Per CD

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<u>FEE</u>	<u>AMOUNT</u>	<u>UNIT OF MEASURE</u>
Fingerprint Cards		
2 Or Less	\$15.00	Per Request
Per Card Over 2	\$5.00	Per Card
Miscellaneous		
Letter Of Clearance	\$10.00	Per Letter
Video Recording Fee	\$46.00	Per Hour
Recording 911/Phone/Video- VHS/Cassette/Macro-Cassette/CD	\$20.00	Per Recording
Tow Fee 28-3511*	\$150.00	Per Tow
Transaction- Pawnshop/Secondhand Dealer	\$3.00	Per Transaction
PUBLIC WORKS		
Sanitation Hauler's License		
Application	\$500.00	Per Application
License	\$1,000.00	Per Vehicle
Miscellaneous		
Haul Permit	\$140.00	Per Permit
WATER RESOURCE MANAGEMENT		
Water Efficiency Certification		
New Professional Fee	\$50.00	Per Person
Annual Renewal Fee	\$20.00	Per Person
Water Meter Installation - Fee amount is the listed market cost updated yearly on July 1st		
3/4" Ultrasonic Meter	\$422.70	Per Meter
1" Ultrasonic Meter	\$428.20	Per Meter
1.5" Ultrasonic Meter	\$916.13	Per Meter
2" Ultrasonic Meter	\$1,138.08	Per Meter
3" Ultrasonic Meter	\$3,238.00	Per Meter
4" Ultrasonic Meter	\$4,145.00	Per Meter
6" Ultrasonic Meter	\$6,653.00	Per Meter
8" Ultrasonic Meter	\$19,050.00	Per Meter
Commercial Credit Programs		
Infrastructure Program (Up to 25% Credit)		
1. > 10% Above Standard Requirements	5% Credit	
2. > 25% Above Standard Requirements	10% Credit	
3. > 35% Above Standard Requirements	15% Credit	
4. > 50% Above Standard Requirements	20% Credit	
5. Creative means to achieve Above Standard Requirements	5% Credit	
Regulatory Credit Program (Up to 13% Credit)		
School Education Credit (participate in County Program)	8% Credit	
Public Participation	5% Credit	
Partnership Donations	5% Credit	
Industrial AZPDES Credit	5% Credit	
Bonus: Participate in any 2	3% Credit	

*This fee is established by a federal, state, or county agency and is subject to change.



Citywide Fee Schedule

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FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
ARTS, CULTURE & LIBRARY			
Library Printing Fees - black & white > 20 (first 20 b&w prints are free)	\$0.10	Per Page	
Library Printing Fees - color	\$0.25	Per Page	
CITY CLERK			
Commercial Records Request			
Electronic Record	\$5.00	Per Day	
Record Line	\$0.50	Per Record-Line Page	
All commercial records requests will be fulfilled electronically. For hard copy requests, an additional cost for printing will be incurred.			
Additional fees could be assigned depending on the commercial value of the information being requested, and other contributing factors. A.R.S. § 39-121.03(A).			
Passports			
Execution*	\$35.00	Per Card or Book	
Photocopies			
8.5" x 11" or 8.5" x 14"	\$0.50	Per Page	
11" x 17"	\$1.00	Per Page	
CITY COURT			
Arrest Warrant Processing	\$200.00	Per Warrant	
Compliance Monitoring	\$100.00	Per Case	
Deferred Prosecution	\$200.00	Per Case	
Diversion Program	\$300.00	Per Case	
Driver's License Suspension	\$50.00	Per Case	
Indigent Administrative Assessment (Determined by the Judge based on financial affidavit.)	\$25.00	Per Charge	
Jury Cancellation	\$500.00	Per Case	
Municipal Court Enhancement	\$16.40	Per Case	
Probation Program	\$100.00	Per Case	
Public Defender	\$150.00	Per Case (Determined by Judge based on financial affidavit)	
COMMUNITY DEVELOPMENT			
Community Facilities District (CFD)			
CFD Application (per A.R.S. § 48-708 (E))	\$15,000.00	Per CFD	
CFD Administrative Expense (per A.R.S. § 48-708 (E))	\$50,000.00 (or actual cost, whichever is less)	Per CFD	
CFD Administrative Expense Additional Deposits	\$25,000.00	Per CFD	
Building Permit and Inspections			
Annual Facilities Permit	\$275.00	Per Permit	
Building/Fire Permit			
Building/Fire Permit Fee (Fee 1 of 3)	\$100.00	Each Permit	
Building/Fire Permit Fee - \$1.00 to \$999,999.99 (Fee 2 of 3)	\$6.00	Per Each \$1,000.00 of Valuation	
Building/Fire Permit Fee - Any Valuation above and beyond the first \$1,000,000.00+ (Fee 3 of 3)	\$5.00	Per Each \$1,000.00 of Valuation	
Commercial Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each	
Deferred Permit Submittal	\$165.00	Per Deferral	
Designated Slum Property Inspection (2 hr. min. outside normal business hours)	\$150.00	Per Inspection	
Finished Floor Elevation Verification	\$415.00	Per Verification	
Re-Inspection	\$100.00	Per Hour (\$200.00 min.)	
After Hour Inspection	\$100.00	Per Hour (\$200.00 min.)	
After Hour Inspection - Weekends/Holidays/3rd Shift	\$100.00	Per Hour (\$300.00 min.)	
Manufactured Home	Per Arizona Department of Housing Intergovernmental Agreement	Each	
Patio Covers/Awnings/Carports	50% of cost per square foot of ICC valuation	Per square foot of ICC valuation	
Print or Reproduction of Certificate of Occupancy Only	\$75.00	Per Address	
Residential Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each	
Residential Healthcare Facility Inspections	\$180.00	Per Inspection	
Swimming Pool Signs	Actual Cost to Jurisdiction	Per Sign	
Temporary Certificate of Occupancy (TCO) - First 30 days (Fee 1 of 2)	\$500.00	Per TCO for first 30 days	
Temporary Certificate of Occupancy (TCO) - Each Subsequent 30 days (Fee 2 of 2) (Issued in 30-day increments only) <i>Excludes phased multifamily projects when approved by the Community Development Director</i>	\$1,000.00	Per TCO for each 30 days beyond the initial 30 days	
Temporary Use Permit/Special Event	\$135.00	Per Permit	
Self-Certification Meeting	\$300.00	Per Meeting	
Solar Permit Fee (1 of 3)	\$250.00	\$63.00 Per Permit	The current fee will be parsed into three separate fees.
Solar Admin Fee (2 of 3)		\$109.00 Per Permit	The current fee will be parsed into three separate fees.
Solar Plan Review Fee (3 of 3)		\$128.00 Per Permit	The current fee will be parsed into three separate fees.
Building, Fire and Landscape Plan Review			
Building/Fire/Landscape Plan Review	65% of the Permit Fee	Per Permit	
Plan Revisions - After Permit is Approved	\$25.00	Per 15 mins.	
Civil Engineering Permit and Inspections			
Annual Traffic Control Permit	\$750.00	Per Permit	
City Jurisdiction or Service Area - Civil Construction Permit	3.5% based on either an executed contract price or a sealed engineer's estimate at 110%	Per Permit	
City Jurisdiction or Service Area - Private Utility (Wet and dry without an agreement)	1% of Construction Cost	Per Permit	
Civil Construction Permit Renewal Or Extension (Before expiration or based on the percentage of work remaining as approved by the City Engineer)	50% of the original permit fee paid	Per Permit	Change to fee description
Inspection and Re-Inspection (2 hr. min. outside normal business hours)	\$125.00	Per Hour	
Excavation In Paved Streets Within 2 Years Of Street Construction			
5 sq. yds. or less	\$330.00	Per Square Yard	
5 - 100 sq. yds.- Fee 1 of 2	\$1,650.00	Per Review	
5 - 100 sq. yds.- Fee 2 of 2	\$18.00	Per Square Yard	
100 sq. yds. or more- Fee 1 of 2	\$3,360.00	Per Review	
100 sq. yds. or more- Fee 2 of 2	\$14.00	Per Square Yard	
Standard Civil Plan Review and Civil Plan Revision Review			
1st and 2nd Review	\$380.00	Per Sheet	Changed Fee description
3rd and Subsequent Review	\$190.00	Per Sheet	
DRAFT - REDLINE			
Resolution # 2025-19	1 of 8		



Citywide Fee Schedule

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FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
Dry Utility Plan Review and Dry Utility Plan Revision Review			New fee to split out from the standard civil plan review and charge the appropriate amount
\$190.00 billed in arrears Per Hour			
Development Fees			
404 Documentation/Phase 1 Environmental Assessment/Title Report/Environmental Inventory Plan & Report	\$180.00	Per Report	
Administrative Use Permit (AUP)	\$400.00	Each	
Alta Survey	\$95.00	Per Sheet	
Appeals	\$250.00	\$1,200.00 Per-Appeal Each	Increase to fee to recuperate the costs for staff time and materials for processing and reviewing appeals related to entitlement decisions.
Annexation	\$800.00	Per Annexation	
Comprehensive Sign Program (CSP)	\$1,750.00	Each	
Concept Review	\$300.00	Per Review	
Concept Review Waiver	\$150.00	Each	
Conditional Use Permit (Use Only)	\$1,250.00	Each	
Conditional Use Permit with Site Plan			
Fee 1 of 2	\$3,600.00	Each	
Fee 2 of 2	\$30.00	Per Acre	
Development Agreement	\$5,000.00	Per Agreement	
Development Agreement Amendment	\$2,500.00	Per Amendment	
Design Review/Concept Review Validity Extension	\$75.00	Each	
Design Review Elevation Only (Remodel, Colors)	\$150.00	Each	
Engineering Report (Traffic Impact Analysis/Engineering Report, Water, Wastewater or Reclaimed Water Master Plan)	\$180.00	Per Hour/ Per Report – Billed in Arrears	
Final Plat			
Fee 1 of 2	\$1,200.00	Each	
Fee 2 of 2	\$17.00	Per Lot/Tract/Parcel	
Fire Flow Test Results	\$110.00	Per Test	
Follow Up Concept Review	\$150.00	Per Review	
General Plan Amendment Major	\$6,000.00	Each	
General Plan Amendment Minor	\$2,500.00	Each	
Home Product Review	\$125.00	Per Plan	
Landscape Design Review	\$300.00	Per Sheet	
Lot Line Adjustment	\$400.00	Each	
Map of Dedication	\$750.00	Each	
Minor Land Division			
Fee 1 of 2	\$400.00	Each	
Fee 2 of 2	\$17.00	Per Lot/Tract/Parcel	
Model Home Complex			
Fee 1 of 2	\$600.00	Each	
Fee 2 of 2	\$30.00	Per Lot/Tract/Parcel	
Parcel Assemblage	\$400.00	Each	
Planned Unit Development Overlay	\$3,540.00	Per Overlay	
Preliminary Plat			
Fee 1 of 2	\$2,500.00	Each	
Fee 2 of 2	\$30.00	Per Lot/Tract/Parcel	
Project Name Change/Site Plan Extension/Continuance Per Applicant Request	\$220.00	Per Request	
Rezone			
Fee 1 of 2	\$3,000.00	Each	
Fee 2 of 2	\$20.00	Per Acre	
Site Plan (Narrative and elevations included in per sheet fee)			
Fee 1 of 2	\$3,000.00	Each	
Fee 2 of 2	\$30.00	Per Acre	
Minor Site Plan Amendment Fee	\$420.00	Each	Minor Site Plan Amendments require less staff time to process than a new Site Plan or a major amendment. The proposed new fee specific to Minor Site Plan Amendments will allow for a more appropriate fee to be associated with the entitlement.
Temporary Use Permit/Special Event	\$135.00	Per Permit	
Text Amendment	\$2,000.00	Each	
Variance			
Fee 1 of 2	\$500.00	Each	
Fee 2 of 2	\$25.00	Per Item Requested	
PAD/PUD Amendment Major	\$2,500.00	Each	
PAD/PUD Amendment Minor	\$885.00	Per Amendment	
Address Assignment From Dedicated Access (At time of Permit/Development Review)	\$10.00	Per Address	
Address Assignment On Vacant Property Or From Easement (At time of Permit/Development Review)	\$25.00	Per Address	
Address Change At Time Of Permit	\$50.00	Per Address	
Document Handling	Actual Cost to Jurisdiction	Per Document	
Native Plant Inventory – 1st and 2nd Review	\$160.00	Per Sheet	
Native Plant Inventory – 3rd and Subsequent Review	\$100.00	Per Sheet	
Miscellaneous 4th and subsequent reviews (any plan type)	20% of Initial Base Fee	Each	
Plan Revisions	\$380.00 billed in arrears	Per Sheet	
Plan Revisions - After Permit is Approved	\$25.00	Per 15 mins.	
Plan Revision Requested by Applicant	50% of Initial Base Fee	Each	
Field Directives	\$190.00 billed in arrears	Per Hour	
Public Meeting Notice/Advertising	Actual Cost to Jurisdiction	Per Advertisement	
Recordation Fee	Actual Cost to Jurisdiction	Per Recording	
General Services			
Civil Permit and Design Review Administrative Processing	\$140.00	Per Permit/Review	
Building Permit Administrative Processing Fee - Valuation of \$1.00 - \$999,999.99	0.50% of Valuation	Valuation for first million	
Building Permit Administrative Processing Fee - Valuation of \$1,000,000.00+	0.052% of Valuation	Valuation beyond the first million	
Archived Document Retrieval (Copies are additional)	\$80.00	Per Request	
Asbuilts			
12" x 18"	\$2.50	Per Page	
24" x 36"	\$5.00	Per Page	
CD's Containing Documents	\$5.00	Per CD	
Custom Maps (\$150 min.)	\$80.00	Per Hour	
Digital Data			
Boundary Shapes	\$25.00	Per Shape	
Centerlines	\$250.00	Per Centerline	
Land Use or Zoning	\$100.00	Per Request	
Parcels	\$500.00	Per Parcel	
Maps			
8.5" x 11"	\$2.50	Per Page	
11" x 17"	\$5.00	Per Map	
24" x 36"	\$20.00	Per Map	



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FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
36" x 48" or 40" x 60"	\$30.00	Per Map	
Zoning Verification, Compliance Letter	\$100.00	Each	
Right-Of-Way Facilities Fees			
Annual Use Fees			
Right-Of-Way Use Fee	\$50.00	Per year x number of Small Wireless Facilities	
Right-Of-Way Use Fee for Monopoles and Associated Wireless Facilities	\$100.00	Per year x number of Small Wireless Facilities	
Application for collocating Small Wireless Facilities (Existing with no modifications)			
One (1) to five (5) applications	\$100.00	Each	
Six (6) through 25 applications	\$50.00	Each	
Application for Utility Pole and Monopole (New or existing with modifications)			
New, replacement, or modified utility poles not subject to zoning review	\$400.00	Each	
New, replacement, or modified monopoles, utility poles, collocations, or wireless facilities subject to zoning review	\$400.00	Each	
Miscellaneous			
Outside Consultant	Actual Cost to Jurisdiction	Per Consultant	
Abatement Administrative Fee (\$150 min.)	10% of Actual Cost	Per Abatement	
ECONOMIC DEVELOPMENT			
TechCelerator			
The Economic Development Director has the authority to reduce or waive the program fee based on business evaluation criteria.			
Program Fee			
Tier 1	\$0.35	Per Square Foot/Per Month	
Tier 2	\$0.51	Per Square Foot/Per Month	
Tier 3	\$0.68	Per Square Foot/Per Month	
Tier 4	\$0.85	Per Square Foot/Per Month	
Tier 5	\$1.01	Per Square Foot/Per Month	
Tier 6	\$1.18	Per Square Foot/Per Month	
Tier 7	\$1.34	Per Square Foot/Per Month	
FINANCE			
Business Licensing			
Business - Initial License	\$168.00	Per License	
Business - Annual Renewal Fee	\$84.00	Per License	
Short Term Rental License Fee	\$250.00	Per License/Application	
Pro-Rated Initial Business License			
Start date 1st Quarter (Jan, Feb, & Mar)	\$168.00	Per License	
Start date 2nd Quarter (Apr, May, & Jun)	\$126.00	Per License	
Start date 3rd Quarter (Jul, Aug, & Sept)	\$84.00	Per License	
Start date 4th Quarter (Oct, Nov, & Dec)	\$42.00	Per License	
Late Payment (Failure to pay by a specified due date.)	25% of Base Rate	Per License	
Miscellaneous			
Returned Payment Fee	\$15.00	Per Transaction	
City Sales and Use Tax Application Fee	\$10.00	Per License	
Department of Public Safety Background Check*	\$22.00	Per Check	
In-Person Development Services Payment Processing Fee for Credit Card Transactions	2.0%	Per Transaction Amount	
Online Development Services Payment Processing Fee for Credit Card/Debit Transactions	2.8% or \$1.25 minimum	Per Transaction Amount	
FIRE-MEDICAL			
Fire Suppression			
Engine Company/Ladder Tender	\$427.00	Per Hour	
Ladder Company	\$514.00	Per Hour	
Command Vehicle	\$244.00	Per Hour	
Brush Truck/Support Truck	\$228.00	Per Hour	
Water Tender	\$184.00	Per Hour	
Staff Vehicle	\$148.00	Per Hour	
Fire Code Compliance			
Annual Fire Inspections- 3rd, 4th, and 5th Re-Inspection	\$150.00	Per Inspection	
Electronic Filing- Fire Code Compliance	\$12.00	Per Inspection	
License Inspection			
Adult/Child Day Care Facility	\$100.00	Per Inspection	
Residential Group Homes/Nursing Care/Supervisory Care/Behavioral Health and Assisted Living Facilities	\$150.00	Per Inspection	
Inspection			
Pyrotechnics Display	\$300.00	Per Inspection	
90 day Firework Vendor- Store	\$150.00	Per Inspection	
90 day Firework Vendor- Tent	\$350.00	Per Inspection	
Lock Box			
Device and Installation	\$65.00	Per Box	
Records Request			
Compact Disc	\$20.00	Per Disc	
Less than 10 pages	\$5.00	Per Request	
10 to 19 pages	\$10.00	Per Request	
20 - 29 pages	\$15.00	Per Request	
30 - 49 pages	\$25.00	Per Request	
50 - 100 pages	\$35.00	Per Request	
Remote Alarm			
Installation			
- Fee 1 QF 2	\$100.00	Per Installation	
- Fee 2 QF 2	\$150.00	Per Day	
Alarm System Non-Compliance	\$75.00	Per Call	
Incident Investigation – Car 3099	\$75.00	Per Hour	
Tactical Premise	\$75.00	Per Call	
Annual Tormar Gate Inspection	\$50.00	Per Inspection	
Resuscitation Training			
Instructor Fee (required for all classes/training)	Per HR Compensation Plan (see COS website)	Per Hour	
CPR/AED Digital Certification Card with Access to Digital Book (6 Student Minimum)	\$20.00	Materials Per Student	
CPR/AED First Aid Digital Certification Card with Access to Digital Book (6 Student Minimum)	\$30.00	Materials Per Student	
Fire-Medical Staffing			
	Per HR Compensation Plan (see COS website)	Per Hour	



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FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes			
HUMAN SERVICE & COMMUNITY VITALITY						
Senior Center Rentals						
Tier 1: City of Surprise non-profit partners and government entities						
Tier 2: Non-profit organizations who are not associated with the City of Surprise						
Tier 3: Individuals or groups						
Tier 4: Business entities operating for profit						
Café	\$0.00 - Tier 1 \$10.00 - Tier 2 \$15.00 - Tier 3 Not Available - Tier 4	Per Hour Based on Tier				
Classroom (Available to Tier 1 only)	\$0.00 - Tier 1 Not Available - Tier 2 Not Available - Tier 3 Not Available - Tier 4	Per Hour Based on Tier				
Dining Hall	\$0.00 - Tier 1 \$20.00 - Tier 2 \$40.00 - Tier 3 \$80.00 - Tier 4	Per Hour Based on Tier				
Game Room	\$0.00 - Tier 1 \$15.00 - Tier 2 \$30.00 - Tier 3 \$60.00 - Tier 4	Per Hour Based on Tier				
Dining Hall and Kitchen	\$0.00 - Tier 1 \$25.00 - Tier 2 \$50.00 - Tier 3 \$100.00 - Tier 4	Per Hour Based on Tier				
Entire Building	\$0.00 - Tier 1 \$30.00 - Tier 2 \$60.00 - Tier 3 \$125.00 - Tier 4	Per Hour Based on Tier				
Annual Membership (January-December)						
Senior Center Only	\$0.00-\$15.00	\$0.00-\$5.00	Per Person/Per Year	No longer by resident and non-resident.		
Fitness Center Only	\$0.00-\$35.00	\$0.00-\$10.00	Per Person/Per Year			
Dual (includes Senior Center and Fitness Center)		\$0.00-\$12.00	Per Person/Per Year	New combined fee at a discounted rate		
Fitness Center						
Resident	\$0.00--\$30.00	Per Person/Per Year		New fee structure established above under Annual Membership		
Non-Resident	\$0.00-\$35.00	Per Person/Per Year				
Senior Center Annual Membership						
Resident	\$0.00--\$12.00	Per Person/Per Year		New fee structure established above under Annual Membership		
Non-Resident	\$0.00--\$15.00	Per Person/Per Year				
Holiday Parties						
Member	\$0.00 - \$50.00	Per Person/Per Party				
Non-Member	\$0.00 - \$60.00	Per Person/Per Party				
Special Interest Classes						
Member	\$1.00--\$150.00	Per Person/Per Session	\$1.00 - \$150.00	Per Person/Per Session	New fee allows non-members of the center to participate	
Non-Member			\$2.00 - \$151.00	Per Person/Per Session	New fee allows non-members of the center to participate	
Crafts						
Member	\$1.00--\$25.00	Per Person/Per Session	\$1.00 - \$25.00	Per Person/Per Session	New fee allows non-members of the center to participate	
Non-Member			\$2.00 - \$26.00	Per Person/Per Session	New fee allows non-members of the center to participate	
Congregate Meal Fee (Individuals who do not meet eligibility requirements for meal services.)				\$5.00	Per Person/Per Meal	New fee established by guidance from the Congregate Meal Program (federal program)
PARKS AND RECREATION				Restructure of Parks and Recreation Fees		
Aquatics Admissions						
Special Event Admissions/Aquatics	\$0.00 - \$25.00	Per Person/Per Event				
Open Swim & Lap Swim						
Youth/Senior- Resident	\$2.00 - \$5.00	Per Person/Per Day			Change to fee name	
Adult- Resident	\$3.00 - \$6.00	Per Person/Per Day				
Youth/Adult/Senior- Non-Resident	\$5.00 - \$8.00	Per Person/Per Day			Change to fee name	
Swim Passes (Residents Only)						
Youth/Senior Individual	\$30.00 - \$50.00	Per Season			Change to fee name	
Adult Individual	\$50.00 - \$80.00	Per Season				
Family (Up to 5)	\$100.00 - \$160.00	Per Season				
Family (Additional persons over 5)	\$10.00 - \$20.00	Per Person/Per Season				
Racquet/Paddle Sports Admission						Change to fee name
Ball Machine Rental (1/2 Hour & Full Hour Rentals available)						
Resident	\$7.00	Per Machine/Per 1/2-Hour			Eliminated the 1/2 hour increment	
Resident	\$11.00	Per Machine/Per 1 Hour				
Non-Resident	\$9.00	Per Machine/Per 1/2-Hour			Eliminated the 1/2 hour increment	
Non-Resident	\$13.00	Per Machine/Per 1 Hour				
Tennis Court Fees-Day General Admission (Court Fees)						
Day-90-min-- Tennis Court Fee: 90 minutes- Resident	\$2.00 - \$4.00	Per Person/Per 90 min			Changed fee name, now General Admission	
Day-120-min--Tennis Court Fee: 120 minutes- Resident	\$3.00 - \$5.00	Per Person/Per 120 min			Revised the fee structure and combined the Tennis Court Fees Day/Night	
Day-90-min-- Tennis Court Fee: 90 minutes- Non-Resident	\$3.00 - \$5.00	Per Person/Per 90 min				
Day-120-min--Tennis Court Fee: 120 minutes- Non-Resident	\$4.00 - \$6.00	Per Person/Per 120 min			The Prime-Time Use Fee was already in existence under	
Additional Fee for Tennis Court Prime-Time Use (After 4pm)		\$1.00-\$3.00	Per Person/Per Rental		Tennis Court Fees-Night (below)	
Tennis Court Fees-Night						
After 4pm-90-min-- Resident	\$3.00--\$5.00	Per Person/Per 90-min			Revised the fee structure and combined the Tennis Court Fees Day/Night	
After 4pm-120-min-- Resident	\$4.00--\$6.00	Per Person/Per 120-min				
After 4pm-90-min-- Non-Resident	\$4.00--\$6.00	Per Person/Per 90-min				
After 4pm-120-min-- Non-Resident	\$5.00--\$7.00	Per Person/Per 120-min				



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FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
Racquetball/Paddleball Court Fees			
Racquetball/Paddleball Court Fee: 60 min - Resident	\$3.00 - \$5.00	Per Person/Per 60 min	
Racquetball/Paddleball Court Fee: 60 min - Non-Resident	\$5.00-\$7.00	Per Person/Per 60 min	Added small fee for non-resident
Racquet Sports Organized Play			
Racquet Sports Organized Play (Drop -in) Day - Resident	\$3.00 - \$5.00	Per Person/Per 120 min	Part of the new revised fee structure and is now listed as part of an activity drop-in fee
Racquet Sports Organized Play (Drop -in) After 4pm - Resident	\$4.00 - \$6.00	Per Person/Per 120 min	
Racquet Sports Organized Play (Drop -in) Day - Non-Resident	\$4.00 - \$6.00	Per Person/Per 120 min	
Racquet Sports Organized Play (Drop -in) After 4pm - Non-Resident	\$5.00 - \$7.00	Per Person/Per 120 min	
Tennis League Group Rates-			
Day 90 min - Resident	\$10.00 - \$12.00	Per Person/Per 90 min	Revised fee structure and now falls under the Tennis & Racquet Complex Rentals section below
Day 120 min - Resident	\$14.00 - \$16.00	Per Person/Per 120 min	Now resident rate for before 4PM and after 4PM - same range
Day 90 min - Non-Resident	\$12.00 - \$14.00	Per Person/Per 90 min	Now non-resident rate for before 4PM and after 4PM - same range
Day 120 min - Non-Resident	\$16.00 - \$18.00	Per Person/Per 120 min	
After 4pm 90 min - Resident	\$14.00 - \$16.00	Per Person/Per 90 min	Now resident rate for after 4PM - same range
After 4pm 120 min - Resident	\$18.00 - \$20.00	Per Person/Per 120 min	
After 4pm 90 min - Non-Resident	\$16.00 - \$18.00	Per Person/Per 90 min	Now non-resident rate for after 4PM- same range
After 4pm 120 min - Non-Resident	\$20.00 - \$22.00	Per Person/Per 120 min	
Warm-up Fee	\$4.00 - \$5.00	Per Person/Per 30 min	Moved down below
Basket of Tennis Balls	\$2.00	Per Person/Per Day	Moved down below
Racquet Stringing Services	\$15.00 - \$25.00	Per Item	Moved down below
Backboard Rental	\$1.00	Per Person/Per 30 minutes	Moved down below
Special Events Admissions			
Special Event Admissions/Teens	\$0.00 - \$25.00	Per Person/Per Event	
Event & Promotion Activity Tickets (Fees vary depending on event)	\$1.00 - \$50.00	Per Ticket	
Aquatics Rentals			
Category** I	No charges apply		
Surprise Aquatic Center/Hollyhock Community Pool			
Category** II (A) (B)	\$100.00	Per Day	
Category** II-III	See Aquatic Private Rental Fees		Category** III has been removed throughout the schedule
Staff (Requirements based on specific event, projected attendance & required number of personnel for safety.)			
Category** II (A) (B)	\$25.00	Per Hour	Moved down below
Category** II-III	Included in Rental Fee		Moved down below
Utilities (Gas/Electric/Water)	\$20.00	Per Hour	Moved down below
Excessive Utilities (To restart heat/utilities when closed for winter/season)	\$500.00	Per Day	Moved down below
Surprise Aquatic Center - Private Rental Fees			
≤100 Attendees	\$280.00	Per Hour	Change to fee name
101-150 Attendees	\$310.00	Per Hour	Clarified language
151-200 Attendees	\$330.00	Per Hour	Clarified language
201-250 Attendees	\$350.00	Per Hour	Clarified language
251-400 Attendees	\$450.00	Per Hour	Clarified language
Hollyhock Community Pool- Private Rental Fees			
≤100 Attendees	\$210.00	Per Hour	Change to fee name
101-150 Attendees	\$240.00	Per Hour	Clarified language
151-200 Attendees	\$260.00	Per Hour	Clarified language
Aquatic Private Rental Fees - (2 Hr. Min.) - Category** III- Lane Rental			
Lap Lane Rental- 25 meter	\$50.00	Per Hour	Was previous rate for lap lane rental
Lap Lane Rental- 50 meter	\$75.00	Per Hour	New fee for 50 meter lane
Lane Configuration Change Fee	\$100.00	Per Change	New fee
Diving Well Rental (Surprise Aquatic Center & Hollyhock Only)	\$50.00	Per Hour	Clarified language
Additional Fee for Non-Resident Rentals	\$10.00	Per Hour	New fee
Aquatic - Indoor Rental - during open swim			
≤15 -50 Attendees	\$60.00-\$400.00	Per 2-Hour Rental	This fee was previously covered under the Municipal Pools Birthday section below. Range is now greater and includes Oasis Swim Center
Additional Fee for Non-Resident Rentals	\$20.00-\$50.00	Per 2-Hour Rental	
Aquatic - Outdoor Party Rental - during open swim			
≤15 -50 Attendees	\$40.00-\$300.00	Per 2-Hour Rental	This fee was previously covered under the Municipal Pools Birthday section below. Range is now greater and includes Oasis Swim Center
Additional Fee for Non-Resident Rentals	\$20.00-\$50.00	Per 2-Hour Rental	
Municipal Pools Birthday Party (Residents only)			
Surprise Aquatic Center - Party Room Rental			
≤15 Attendees	\$120.00	Per 2-Hour Rental	Fee now covered in range above Indoor/Outdoor rentals
16-20 Attendees	\$140.00	Per 2-Hour Rental	Fee now covered in range above Indoor/Outdoor rentals
21-25 Attendees	\$160.00	Per 2-Hour Rental	Fee now covered in range above Indoor/Outdoor rentals
26-30 Attendees	\$180.00	Per 2-Hour Rental	Fee now covered in range above Indoor/Outdoor rentals
31-50 Attendees	\$240.00	Per 2-Hour Rental	Fee now covered in range above Indoor/Outdoor rentals
Hollyhock Community Pool-			
≤15	\$40.00	Per 2-Hour Rental	Fee now covered in range above Indoor/Outdoor rentals
16-20	\$45.00	Per 2-Hour Rental	Fee now covered in range above Indoor/Outdoor rentals
21-25	\$50.00	Per 2-Hour Rental	Fee now covered in range above Indoor/Outdoor rentals
26-30	\$55.00	Per 2-Hour Rental	Fee now covered in range above Indoor/Outdoor rentals
31-50	\$75.00	Per 2-Hour Rental	Fee now covered in range above Indoor/Outdoor rentals



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Additional Aquatic Fees			
Staff (Requirements based on specific event, projected attendance & required number of personnel for safety.)	\$25.00	Per Hour/Per Staff	Was the previous rate under category **II
Category** II (A)-(B)	\$25.00	Per Hour	Moved from above
Category** III	Included in Rental Fee		Moved from above
Utilities (Gas/Electric/Water)	\$20.00	Per Hour	Moved from above
Excessive Utilities (To restart heat/utilities when closed for winter/season)	\$500.00	Per Day	Moved from above
Recreation Center Facility Rentals			
Category**II+ 2 hour minimum for all Recreation Center Facility Rentals excluding rental packages	No charges apply		Change to fee description
Dance Room at Countryside Rec Center			
Category** II (A) Resident	\$50.00	\$70.00 Per Hour	Facility rental fees have not technically increased. The resident rate is now the old Category**III rate. Instead of charging a separate staffing fee, we have included the staffing fee into the total.
Category** III Non-Resident	\$50.00	\$80.00 Per Hour	Fee has not technically increased. Fee now includes staffing fee built into total
DreamCatcher Park/Recreation Center Gymnasium			
Category** II (A)-(B) Resident	\$100.00	\$145.00 Per Hour	Fee has not technically increased. Fee now includes staffing fee built into total
Category** III Non-Resident	\$125.00	\$165.00 Per Hour	Fee has not technically increased. Fee now includes staffing fee built into total
Multi-Purpose Room (2 Hr. Min.)			
Category** II (A)-(B) Resident	\$75.00	\$120.00 Per Hour	Fee has not technically increased. Fee now includes staffing fee built into total
Category** III Non-Resident	\$100.00	\$140.00 Per Hour	Fee has not technically increased. Fee now includes staffing fee built into total
Classroom *			
Category** II (A)-(B) Resident	\$30.00	\$35.00 Per Hour	Fee has not technically increased. Fee now includes staffing fee built into total
Category** III Non-resident	\$35.00	\$45.00 Per Hour	Fee has not technically increased. Fee now includes staffing fee built into total
Study Rooms*			
Category** II (A)-(B) Resident	\$25.00	Per Hour	The Study Rooms are in the library and we still allow reservations but at no fee
Category** III Non-Resident	\$30.00	Per Hour	
* Classroom rentals are subject to a \$20.00 staffing fee depending on facility schedule.			
Sierra Montana Recreation Center Rental Packages			
Basic Rental Package (3 Hr. Minimum)	\$150.00	\$210.00 Per 3-Hour Rental	Fee name change
Basic Rental Package- Additional Time	\$50.00	\$70.00 Per Hour	Fee has not technically increased. Fee now includes staffing fee built into total
Additional Fee for Non-Resident Rentals		\$60.00 Per 3-Hour Rental	Fee has not technically increased. Fee now includes staffing fee built into total
Ultimate Rental Package (3 Hr. Minimum)	\$300.00	\$420.00 Per 3-Hour Rental	New fee to allow non-residents to rent
Ultimate Rental Package- Additional Time	\$50.00	\$140.00 Per Hour	Fee has not technically increased. Fee now includes staffing fee built into total
Additional Fee for Non-Resident Rentals		\$90.00 Per 3-Hour Rental	Fee has not technically increased. Fee now includes staffing fee built into total
New fee to allow non-residents to rent			
Field Rentals			
Additional Special Event permits or a Facility Use Agreement may apply to field reservations depending on the nature of the reservation			
Description updated			
All City Fields (excluding Surprise Recreation Campus fields and the Fields at Countryside)			
Sport Field Rental- Monday -Friday before 5pm w/o Lights	\$7.50	Per Hour	Description updated
Category** II (A)-(B) Sport Field Rental- Resident	\$15.00	Per Hour	
Category** III Sports Field Rental- Non-Resident	\$30.00	Per Hour	Fee eliminated
Sport Field w/ Lights	\$15.00	Per Hour	
Field Rentals- Mon-Thurs- Before 3pm	\$7.50	Per Hour	Fee above and is now Mon-Fri. Before 5pm w/o lights
Field Prep Fee	\$15.00 - \$150.00	Per Field	
Fields at Countryside			
Category II (B) - Before 6pm FAC Field Rental- Resident Before 5pm	\$50.00	Per Hour	Change to fee name
Category II (B) - After 6pm FAC Field Rental- Resident After 5pm	\$65.00	Per Hour	Change to fee name
Category III - Before 6pm FAC Field Rental- Non-Resident Before 5pm	\$75.00	Per Hour	Change to fee name
Category III - After 6pm FAC Field Rental- Non-Resident After 5pm	\$90.00	Per Hour	Change to fee name
Field Prep Fee	\$15.00 - \$150.00	Per Field	Change to fee name
Surprise Tennis & Racquet Complex Rentals			
Tennis Courts w/o Lights- Group Tennis Court Rentals- Before 4pm			
Category** II (A)	\$5.00 - \$8.00	Per Hour	Revised Fee Structure
Category** II (B) Resident Groups & Organizations	\$6.00 - \$11.00	Per Hour	
Category** III Non-Resident Groups & Organizations	\$12.00 - \$18.00	Per Hour	
Tennis Courts w/ Lights- Group Tennis Court Rentals- After 4pm			
Category** II (A)	\$7.00 - \$11.00	Per Hour	Revised Fee Structure
Category** II (B) Resident Groups & Organizations	\$8.00 - \$12.00	Per Hour	
Category** III Non-Resident Groups & Organizations	\$15.00 - \$21.00	Per Hour	
Group Warm-up Fee	\$4.00 - \$5.00	Per Court/Per 30 min	Moved down from above, same rate
Basket of Tennis Balls	\$2.00	Per Person/Per Day	Moved down from above, same rate
Racquet Stringing Services	\$15.00 - \$35.00	Per Item	Moved down from above, same rate
Backboard Rental	\$1.00	Per Person/Per 30 minutes	Moved down from above, same rate
Tennis Classroom			
Category** II (A)-(B) Resident	\$30.00 - \$40.00	Per Hour	Change to fee name
Category** III Non-Resident	\$35.00 - \$45.00	Per Hour	Change to fee name
Tennis Ping Pong Room			
Category** II (A)-(B) Resident	\$25.00 - \$35.00	Per Hour	Change to fee name
Category** III Non-Resident	\$30.00 - \$40.00	Per Hour	Change to fee name
Racquetball Courts/Sand Volleyball Courts/Pickleball Courts/ Basketball Court Rentals-All Categories			
* Sport Courts are rented on a limited basis.			
Category** II (A)-(B) & III Resident	\$5.00 - \$9.00	Per Hour	Change to fee name
Non-Resident		\$7.00-\$11.00 Per Hour	New fee
Facility Cleaning/Excessive Utilities (weekends/holidays)			
Category** II (A)-(B) & III	\$20.00	Per Hour	Eliminated fee



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FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
Staff-See Staffing Fees			
Accessories			
Portable PA System/Water/Ice/Coolers	\$30.00	Per-Item	Eliminated fee
Podium/Microphone/Inflatable	\$10.00	Per-Item	Eliminated fee
Ramadas			
Category ²² -I Additional Special Event permits or a Facility Use Agreement may apply to ramada reservations depending on the nature of the reservation.	-No charges apply-		Description updated
Ramada Small			
Resident	\$20.00	Per 4-Hour Block	
Non-Resident	\$35.00	Per 4-Hour Block	
Ramada Large			
Resident	\$30.00	Per 4-Hour Block	
Non-Resident	\$55.00	Per 4-Hour Block	
Ramada Heritage Marley Park Pavilion and Rescue Springs Patio (Special event premiums may apply.)			
Resident	\$65.00	Per 4-Hour Block	Change to fee name
Non-Resident	\$125.00	Per 4-Hour Block	
Special Event Permits			
Amplified Sound Permit - DJ (Must reserve all ramadas within 50 ft.)			
Category ²² - II (A)	\$50.00	Every 4-Hours	Eliminated fee
Category ²² - II (B) Resident	\$50.00 - \$100.00	Every 4-Hours Per Permit	Change to unit of measure
Category ²² - III Non-Resident	\$100.00 - \$250.00	Per Location Per Permit	Change to unit of measure
Amplified Sound Permit- Live Music (Must reserve all ramadas within 50 ft.)			
Category ²² - II (A)	\$100.00	Every 4-Hours	Eliminated fee as it gets accounted for in the Amplified Sound
Category ²² - II (B) Resident	\$100.00 - \$200.00	Every 4-Hours Per Permit	Permit above
Category ²² - III Non-Resident	\$200.00 - \$400.00	Per Location Per Permit	
Beer Permit			
Resident	\$10.00	Per Permit	
Non-Resident	\$20.00	Per Permit	
Admin-Fee	\$250.00	Per-Event	Eliminated fee
Special Use Permit			
Inflatables/Attractions Special Use Permit- Resident	\$10.00	Per Item/Per Day Per 4-Hour Block	Changed name and unit of measure
Inflatables/Attractions Special Use Permit- Non-Resident	\$20.00	Per Item/Per Day Per 4-Hour Block	Changed name and unit of measure
Organized Activity Park Use - Resident	\$0.00 - \$100.00	Per-Permit/Per Day Per 4-Hour Block (Permit fees based on group size and activity)	Change to unit of measure
Organized Activity Park Use - Non-Resident	\$0.00 - \$200.00	Per-Permit/Per Day Per 4-Hour Block (Permit fees based on group size and activity)	Change to unit of measure
Mobile Food Vendor			
Vending in Parks	\$0.00 - \$500.00	Per Permit (Permit fee based on location, duration and event)	
Staff Required-See Staffing Fees			
Staffing (2 Hr.-Min. Requirements Based On Specific Event, Attendance, And Required Personnel For Safety.)			
Category ²² -I (No charges apply)			
Recreation/Maintenance/Tennis Pro-	\$20.00	Per Hour/Per Staff Member	Eliminated fee
Janitor/Custodian-	\$15.00	Per Hour/Per Staff Member	Eliminated fee
Tennis Supervisor-	\$40.00	Per Hour/Per Staff Member	Eliminated fee
Memorial Program			
24" Tree	\$850.00	One time amount	
36" Tree	\$2,000.00	One time amount	
Park Bench	\$5,000.00	One time amount	
Memorial Brick for Dream Catcher Park	\$100.00	One time amount	Change to fee name
Special Use Permit			
Inflatables/Attractions (Resident)	\$10.00	Per Item/Per Day	Section moved up
Inflatables/Attractions (Non-Resident)	\$20.00	Per Item/Per Day	Section moved up
Organized Activity Park Use (Resident)	\$0.00 - \$100.00	Per-Permit/Per Day (Permit fees based on group size and activity)	Section moved up
Organized Activity Park Use (Non-Resident)	\$0.00 - \$200.00	Per-Permit/Per Day (Permit fees based on group size and activity)	Section moved up
POLICE			
Reports			
Less Than 10 Pages	\$5.00	Per Request	
10 - 19 Pages	\$10.00	Per Request	
20 - 29 Pages	\$15.00	Per Request	
30 - 49 Pages	\$25.00	Per Request	
50 - 100 Pages	\$35.00	Per Request	
Per Page Over 100 Pages	\$0.15	Per Request	
Photos			
Photos	\$20.00	Per CD	
Fingerprint Cards			
2 Or Less	\$15.00	Per Request	
Per Card Over 2	\$5.00	Per Card	
Miscellaneous			
Letter Of Clearance	\$10.00	Per Letter	
Video Recording Fee	\$46.00	Per Hour	
Recording 911/Phone/Video- VHS/Cassette/Macro-Cassette/CD	\$20.00	Per Recording	
Tow Fee 28-3511*	\$150.00	Per Tow	
Transaction- Pawnshop/Secondhand Dealer	\$3.00	Per Transaction	
PUBLIC WORKS			
Sanitation Hauler's License			
Application	\$500.00	Per Application	
License	\$1,000.00	Per Vehicle	
Miscellaneous			
Haul Permit	\$140.00	Per Permit	New fee proposed based on the cost associated with the services provided



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FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
WATER RESOURCE MANAGEMENT			
Water Efficiency Certification			
New Professional Fee	\$50.00	Per Person	New fee for a new program being taught by the City's Water Conservation Specialist.
Annual Renewal Fee	\$20.00	Per Person	New fee for a new program being taught by the City's Water Conservation Specialist.
Water Meter Installation - Fee amount is the listed market cost updated yearly on July 1st			
3/4"	\$422.70	Per Permit	
1"	\$428.20	Per Permit	
1.5"	\$916.13	Per Permit	
2"	\$1,138.08	Per Permit	
3"	\$3,238.00	Per Permit	
4"	\$4,145.00	Per Permit	
6"	\$6,653.00	Per Permit	
8"	\$19,050.00	Per Permit	
Stormwater Utility Services			
Monthly Rate	\$2.75	Per Equivalent Dwelling Unit (EDU)	
Classifications	Number of EDU's	Unit of Measure	
Residential			
Single Family Residence	1	Per Residence	
Non-Residential			
RV Park	1	Per Pad	Stormwater Utility Fees were approved through the rate study and are included in the FY25-FY29 Utility Rates Schedule on our website under Utility Billing & Rates. It was requested that they be removed from the Citywide Fee Schedule.
Commercial/Industrial	1	Per 3,420 Square Feet of Impervious Area	
Schools/Churches	1	Per 3,420 Square Feet of Impervious Area	
Agriculture - Impervious Area	1	Per 3,420 Square Feet of Impervious Area	
Agriculture - Farmed Area	1	Per 3,420 Square Feet of Farmed Area	
(Fee applied only to 10% of total farmed area)			
Undeveloped Land is exempt from Stormwater Utility Fee.			
Improved Land Stormwater Utility Fee is based on land use classification rates above.			
Non-residential classifications may qualify for the commercial credit program detailed below.			
Non-residential EDU calculations are rounded to the nearest one-hundredth and subject to a minimum of 1. EDU per parcel.			
Commercial Credit Programs			
Infrastructure Program (Up to 25% Credit)			
1. > 10% Above Standard Requirements	5% Credit		
2. > 25% Above Standard Requirements	10% Credit		
3. > 35% Above Standard Requirements	15% Credit		
4. > 50% Above Standard Requirements	20% Credit		
5. Creative means to achieve Above Standard Requirements	5% Credit		
Regulatory Credit Program (Up to 13% Credit)			
School Education Credit (participate in County Program)	8% Credit		
Public Participation	5% Credit		
Partnership Donations	5% Credit		
Industrial AZPDES Credit	5% Credit		
Bonus: Participate in any 2	3% Credit		
*This fee is established by a federal, state, or county agency and is subject to change.			
** Category I: City of Surprise, Official City Sponsored Events or Programs, Texas Rangers, Kansas City Royals per Lease Agreement.			
Category II (A): Partnerships with City of Surprise, Dysart Unified School District IGA, Ottawa University			
Rental Fee - Yes, Direct Expenses - Yes			
Rental Fee - Yes, Direct Expenses - Yes			
Category II (B): Surprise Youth Sports Organizations with 90% Residency Requirements			
Rental Fee - No, Direct Expenses - Yes			
Category III: Individuals, Companies, Organizations, Commercial Entertainment, Consumer Events, Concerts, Trade Shows--			
Rental Fee - Yes, Direct Expenses - Yes			

WELCOME

CITYWIDE USER FEE UPDATES



SURPRISE
ARIZONA

User Fees

- Recover costs associated with City programs and services
- Examined and updated periodically
- Compliance and applicable policies
 - A.R.S. § 9-499.15
 - Comprehensive Financial Management Policies
 - User Fees Standard Operating Procedures
- Citywide Fee Schedule approved by City Council Resolution
- Utility rates and development impact fees are not part of this update



User Fees

- Public Notice required for any new or increased tax/fee
 - 60 days before City Council action
- Public Notice not required for
 - Lowering or eliminating a fee
 - Changes to the name or unit of measurement
 - Exempt fees
 - Amount set by state or federal law – e.g. court, ambulance
 - Registration-based classes, programs or activities

User Fees - Updates

- Total number of proposed changes
 - New or Increased Fees – 35
 - Eliminated or Removed Fees – 19
 - Changes to Name, Unit of Measure and/or Existing Amount – 38

Department	New or Increased Fee (Requires Public Notice)	Eliminated or Removed Fee (Does Not Require Public Notice)	Changes to Name, Unit of Measure and/or Existing Amount (Does Not Require Public Notice)
City Clerk	0	0	1
Community Development	4	0	3
HSCV	4	2	0
Parks and Recreation	23	9	34
Public Works	2	0	0
Water Resource Mgmt	2	8	0

User Fees - Updates

➤ Changes Requiring Public Notice – New Fees (Examples)

- Community Development: Minor Site Plan Amendment
 - Minor Site Plan Amendments require less staff time to process than a new Site Plan or a major amendment.

Fee Name	Amount	Unit of Measure
Minor Site Plan Amendment	\$420.00	Each

- Human Service & Community Vitality: Annual Membership – Dual (Includes Senior Center and Fitness Center)
 - Proposed fee would allow for a dual membership option at a discounted rate

Fee Name	Amount	Unit of Measure
Annual Membership (January-December)		
Dual (Includes Senior Center and Fitness Center)	\$0.00-\$12.00	Per Person/Per Year

User Fees - Updates

➤ Changes Requiring Public Notice – Increased Fees (Examples)

- Community Development:

- **Appeals Fee** - Recuperate the costs of staff time and materials

Fee Name	Current Amount	New Amount	Unit of Measure
Appeals Fee	\$250.00	\$1,200	Each

- Parks and Recreation:

- **Recreation Facility Rentals**

- Facility rentals fee is same amount, however the previously established (add-on) staffing fee will now be included with the rental fee.

Fee Name	Current Amount	New Amount	Unit of Measure
Dance Room (Resident)	\$50.00	\$70.00	Per Hour
DreamCatcher Park/Recreation Center Gymnasium (Resident)	\$100.00	\$145.00	Per Hour
Multi-Purpose Room (Resident)	\$75.00	\$120.00	Per Hour
Classroom (Resident)	\$30.00	\$35.00	Per Hour

User Fees - Updates

- Changes Not Requiring Public Notice – Eliminating/Removing Fees (Examples)
 - Human Service & Community Vitality:
 - Eliminating the resident and non-resident pricing structure
 - The new standard pricing structure allows for consistency regardless of residential status

Fee Name
Fitness Center (Resident and Non-Resident Fee)
Senior Center (Resident and Non-Resident Fee)

- Parks and Recreation:
 - This was an old fee and the removal of it from our schedule is part of the maintenance/cleanup
 - Study Rooms in our City’s Libraries are available to reserve at no cost

Fee Name
Study Room Fee

User Fees - Updates

- Changes Not Requiring Public Notice – Changes to name, unit of measure and/or amount for existing fees (Examples)

Human Service & Community Vitality:

Fee Name	From	To
Senior Center	Resident and Non-Resident	Member and Non-Member

Parks and Recreation:

Fee Name	From	To
Swim Passes (Residents Only)	Swim Passes (Residents Only) Youth Individual	Swim Passes (Residents Only) Youth/Senior Individual

User Fees - Timeline

- February 14, 2025
 - 60-day Public Notice will be posted by this date
- April 15, 2025
 - Council Action / Adoption
 - Fees effective



Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 15, 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 Surprise Foothills North Well Site from Buena Vista Holdings, near Happy Valley Road and 227th Avenue.

Motion:

I move to approve accepting a Special Warranty Deed for Surprise Foothills North Well Site from Buena Vista Holdings.

Background:

The City has been working with Buena Vista Holdings to bring the well site on board to accommodate development in the area.

Objective Analysis:

Acceptance of the Special Warranty Deed for the North Well Site located near the Surprise Foothills community will allow the development to expand and the City to deliver water service to this community.

Policy Compliant:

Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. SFH North Well Site SWD signed
 2. Surprise Foothills Well Site North - CC 04.15.25
-

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, **BUENA VISTA HOLDINGS 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 attached hereto and incorporated herein by this reference (the "Property").

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

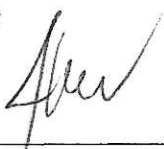
And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

Dated this 14 day of March, 2025

GRANTOR:

BUENA VISTA HOLDINGS LLC,
an Arizona limited liability company

By BVR Management LLC,
an Arizona limited liability company
Manager

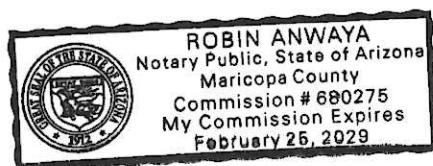
By: 
Elliott D. Pollack, Member

STATE OF ARIZONA)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 14 day of March 2025, by Elliott D. Pollack, the Member of BVR Management LLC, an Arizona limited liability, the Manager of Buena Vista Holdings LLC, an Arizona limited liability company.

My Commission Expires:
February 25, 2029


NOTARY PUBLIC



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Kevin Sartor
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 Sartor, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

Exhibit A

Legal Description

51434482/076110.0509

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

December 29, 2023
WP# 215236.02
Page 1 of 2
See Exhibit "A"

LEGAL DESCRIPTION
Surprise Foothills
North Well Site

A portion of that certain parcel of land recorded in Document 2007-0681732, Maricopa County Records (MCR), lying within Section 10, Township 4 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northeast corner of said Section 10, a 3-inch Maricopa County Department of Transportation (MCDOT) aluminum cap, from which the north quarter corner of Section 11, Township 4 North, Range 3 West, of the Gila and Salt River Meridian, a 3-inch General Land Office (GLO) brass cap, bears South 89°54'56" East (basis of bearing), a distance of 2629.99 feet;

THENCE along the north line of said Section 10, North 89°27'19" West, a distance of 298.40 feet;
THENCE leaving said north line, South 00°32'41" West, a distance of 33.29 feet, to the northeasterly line of said certain parcel of land and the **POINT OF BEGINNING**;

THENCE along said northeasterly line, South 34°25'51" East, a distance of 211.86 feet;

THENCE leaving said northeasterly line, South 55°36'52" West, a distance of 165.22 feet, to the northeasterly right-of-way line of 227th Avenue, recorded in Book 1310, page 45, MCR;

THENCE along said northeasterly right-of-way line, North 34°25'48" West, a distance of 55.51 feet, to the beginning of a curve;

THENCE northwesterly along said curve to the left, having a radius of 202.50 feet, concave southwesterly, through a central angle of 34°38'45", a distance of 122.45 feet, to the most northerly corner of said right-of-way and a point of intersection with a non-tangent line;

THENCE leaving said right-of-way line, North 34°25'02" West, a distance of 41.14 feet;

THENCE North 55°34'58" East, a distance of 201.12 feet, to the **POINT OF BEGINNING**.

Containing 37,798 square feet or 0.8677 acres, more or less.

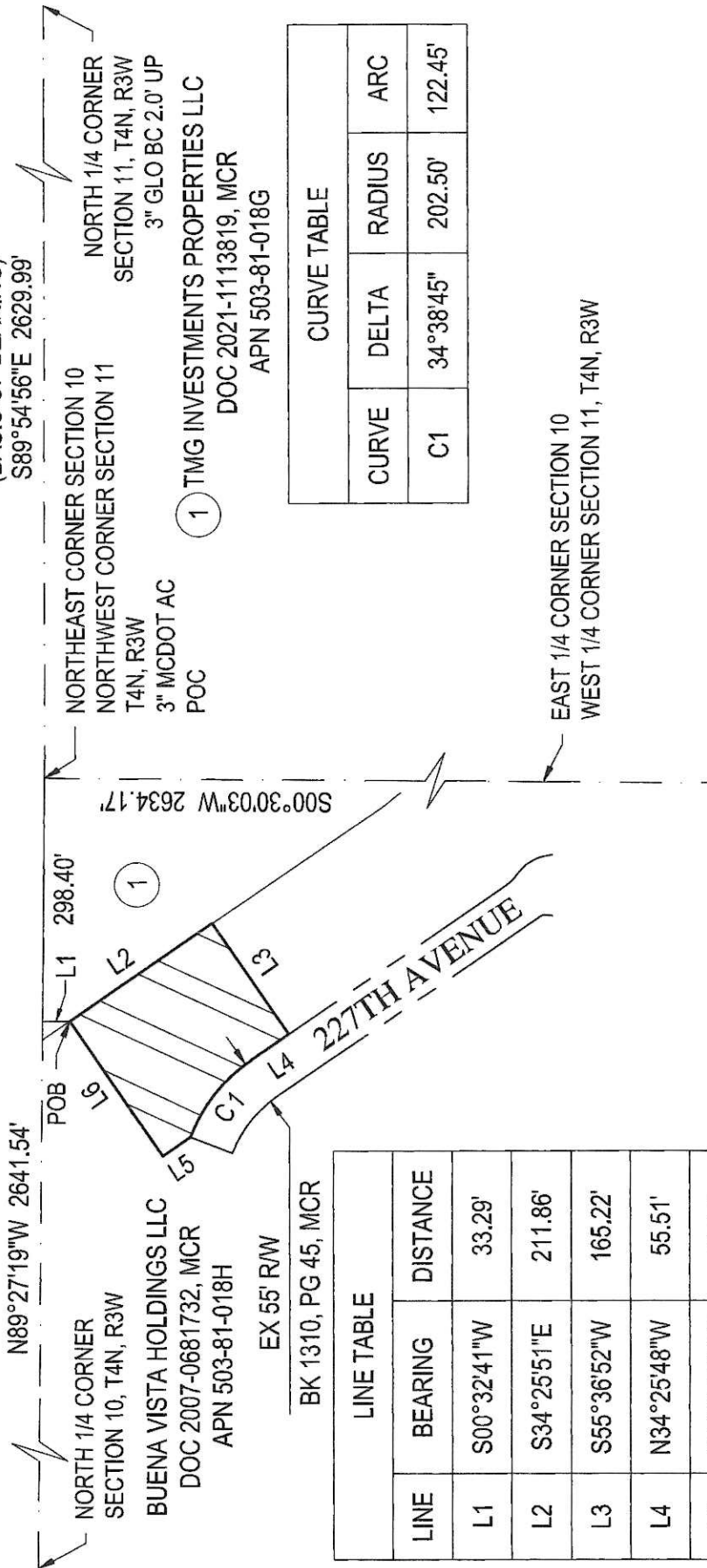
Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of August, 2023. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2021\215236 Surprise Foothills North Well Site L13 12-29-23.docx



HAPPY VALLEY ROAD (ALIGNMENT)



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°32'41"W	33.29'
L2	S34°25'51"E	211.86'
L3	S55°36'52"W	165.22'
L4	N34°25'48"W	55.51'
L5	N34°25'02"W	41.14'
L6	N55°34'58"E	201.12'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	34°38'45"	202.50'	122.45'

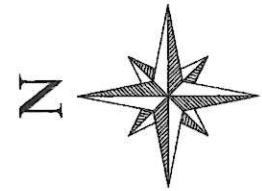
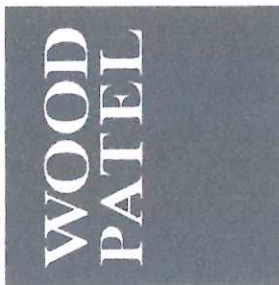


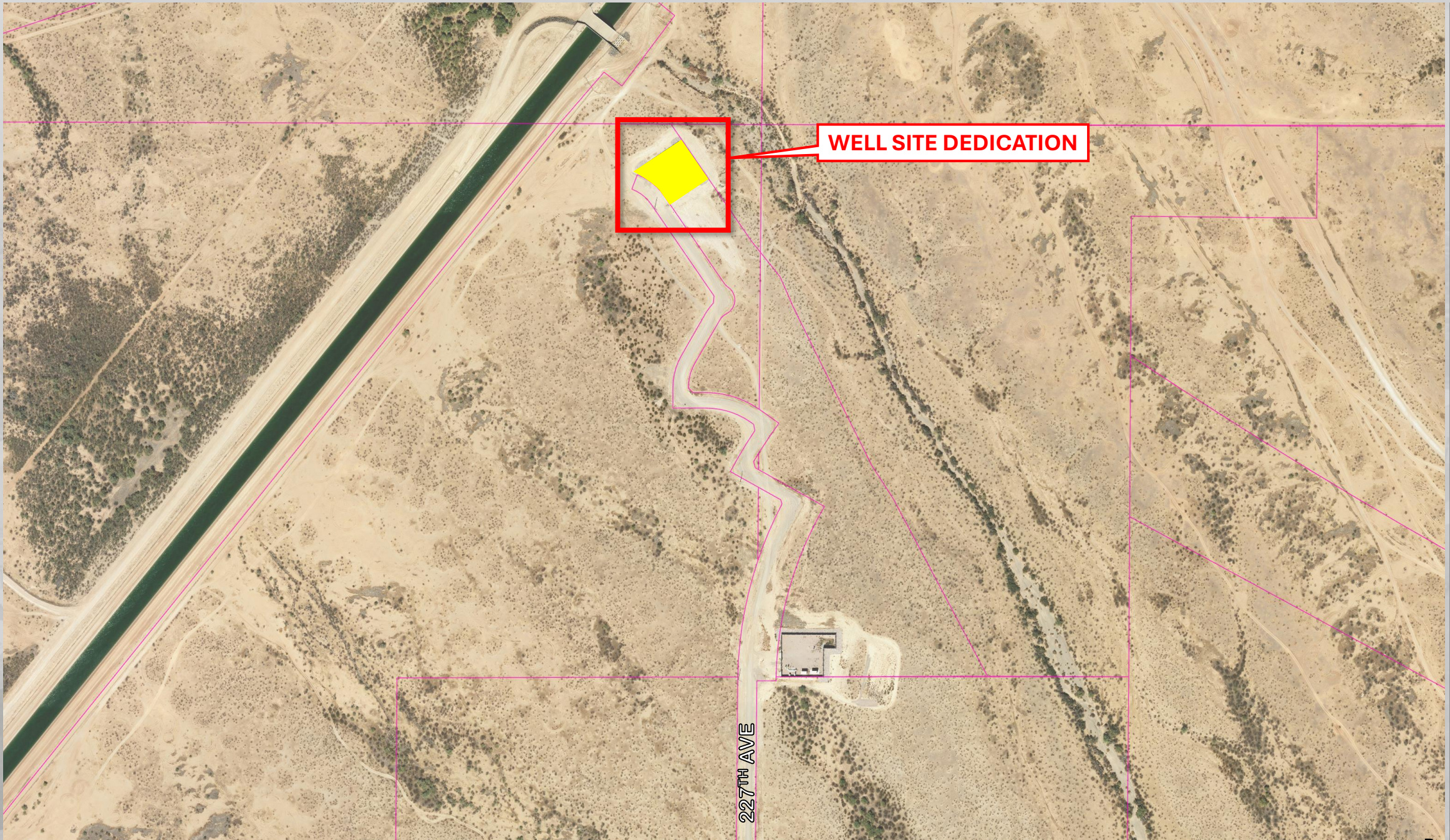
EXHIBIT "A"
 SURPRISE FOOTHILLS
 NORTH WELL SITE
 12/29/2023
 WP# 215236.02
 PAGE 2 OF 2
 NOT TO SCALE
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EXPIRES 09-30-26

Buena Vista Holdings, LLC

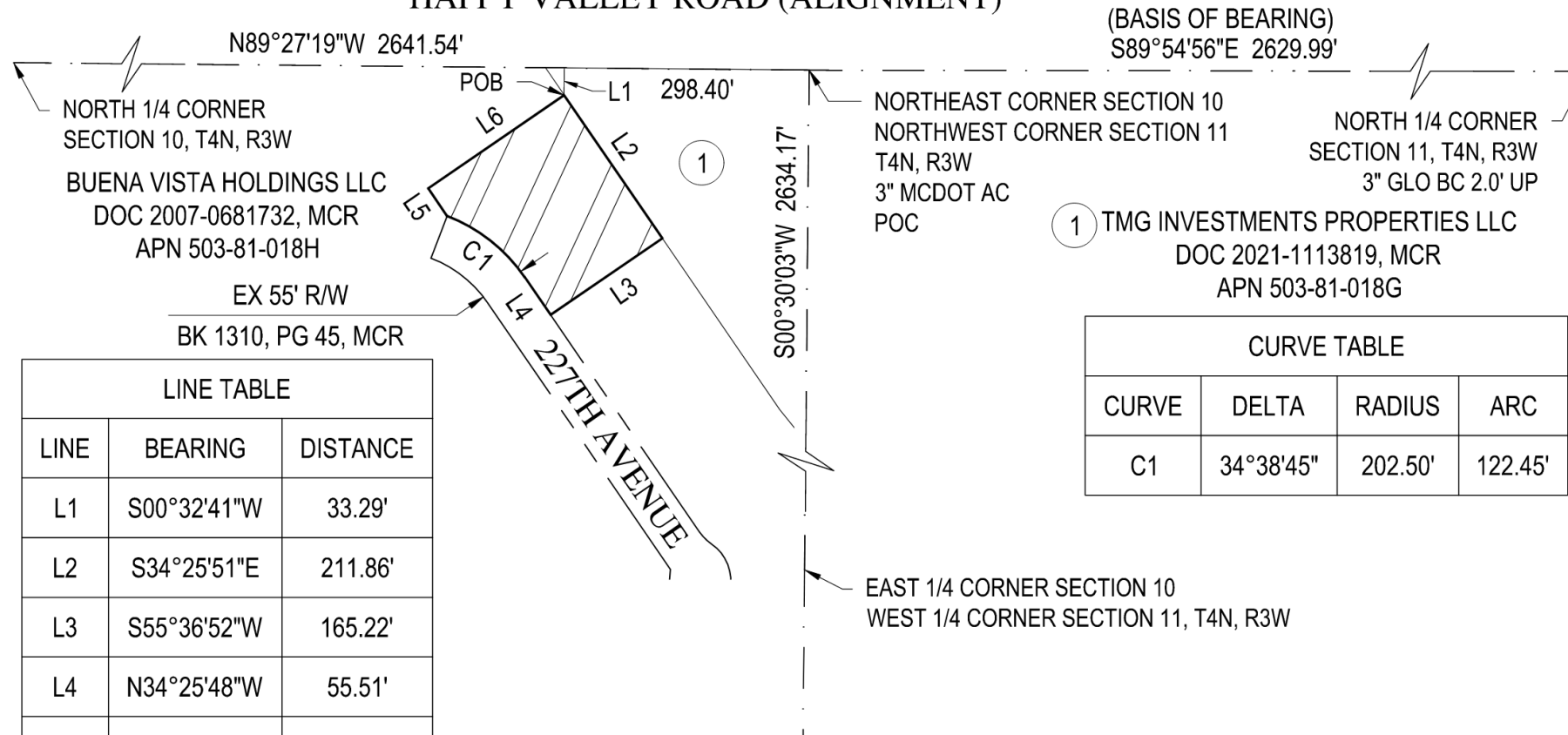
Surprise Foothills Well Site North - Dedication

City Council
April 15, 2025



VICINITY MAP

HAPPY VALLEY ROAD (ALIGNMENT)



**WOOD
PATEL**



EXPIRES 09-30-26



EXHIBIT "A"
SURPRISE FOOTHILLS
NORTH WELL SITE
12/29/2023
WP# 215236.02
PAGE 2 OF 2
NOT TO SCALE

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EXHIBIT

Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 15, 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 Surprise Foothills South Well Site from Buena Vista Holdings, 227th Avenue south of Happy Valley Road.

Motion:

I move to approve accepting a Special Warranty Deed for Surprise Foothills South Well Site from Buena Vista Holdings.

Background:

The City has been working with Buena Vista Holdings to bring the well site on board to accommodate development in the area.

Objective Analysis:

Acceptance of the Special Warranty Deed for the South Well Site located near the Surprise Foothills community will allow the development to expand and the City to deliver water service to this community.

Policy Compliant:

Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. SFH South Well site SWD signed
 2. Surprise Foothills Well Site South - CC 04.15.25
-

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, **BUENA VISTA HOLDINGS 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 attached hereto and incorporated herein by this reference (the "Property").

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

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

Dated this 14 day of March, 2025

GRANTOR:

BUENA VISTA HOLDINGS LLC,
an Arizona limited liability company

By BVR Management LLC,
an Arizona limited liability company
Manager

By: 

Elliott D. Pollack, Member

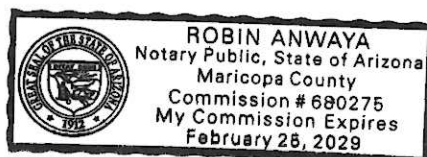
STATE OF ARIZONA)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 14 day of March 2025, by Elliott D. Pollack, the Member of BVR Management LLC, an Arizona limited liability, the Manager of Buena Vista Holdings LLC, an Arizona limited liability company.

My Commission Expires:
February 28, 2029



NOTARY PUBLIC



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Kevin Sartor

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 Sartor, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

Exhibit A

Legal Description

51434482/076110.0509

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

December 29, 2023
WP# 215236.02
Page 1 of 2
See Exhibit "A"

LEGAL DESCRIPTION
Surprise Foothills
South Well Site

A portion of that certain parcel of land recorded in Document 2007-0681732, Maricopa County Records (MCR), lying within Section 11, Township 4 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northwest corner of said Section 11, a 3-inch Maricopa County Department of Transportation (MCDOT) aluminum cap, from which the north quarter corner of said section, a 3-inch General Land Office (GLO) brass cap, bears South 89°54'56" East (basis of bearing), a distance of 2629.99 feet;

THENCE along the west line of said section, South 00°29'58" West, a distance of 1784.44 feet;

THENCE leaving said west line, South 89°30'02" East, a distance of 82.76 feet, to the easterly right-of-way line of 227th Avenue, recorded in Book 1310, page 45, MCR and the **POINT OF BEGINNING**;

THENCE leaving said easterly right-of-way line, South 89°48'01" East, a distance of 222.58 feet;

THENCE South 00°02'11" West, a distance of 100.41 feet;

THENCE North 89°47'22" West, a distance of 43.31 feet;

THENCE South 00°05'54" West, a distance of 90.12 feet, to the southerly line of the north half of the southwest quarter of the northwest quarter of said section;

THENCE along said southerly line, North 89°50'34" West, a distance of 195.51 feet, to said easterly right-of-way line and a point of intersection with a non-tangent curve;

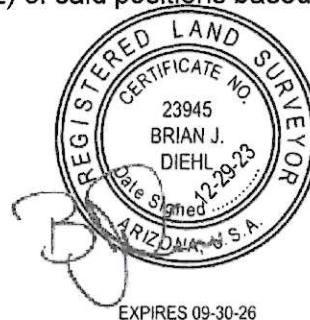
THENCE leaving said southerly line, along said easterly right-of-way line, northerly along said non-tangent curve to the right, having a radius of 1242.00 feet, concave easterly, whose radius bears South 89°28'49" East, through a central angle of 08°50'04", a distance of 191.51 feet, to the **POINT OF BEGINNING**.

Containing 40,538 square feet or 0.9306 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of August, 2023. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

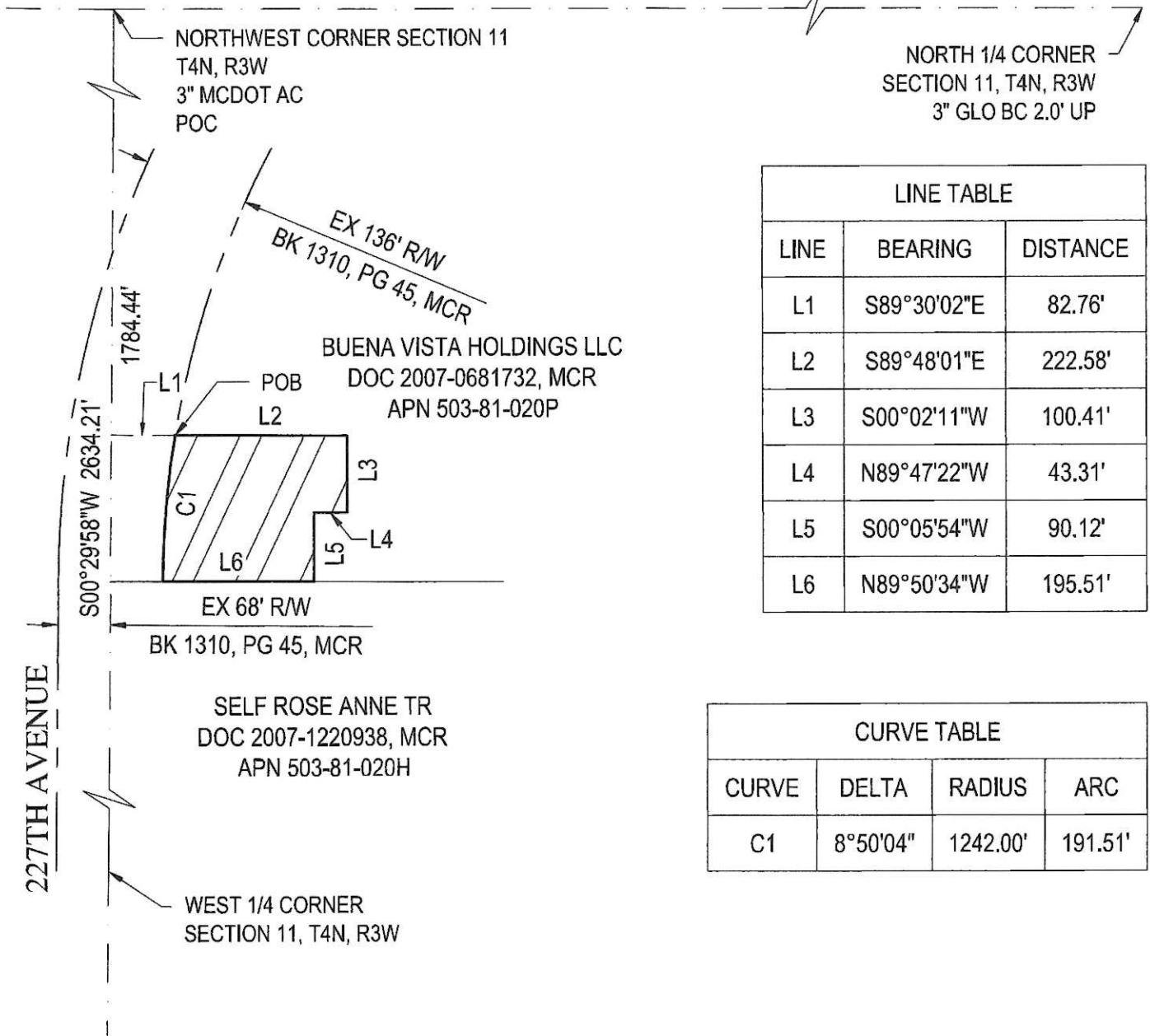
Y:\WP\Parcel Descriptions\2021\215236 Surprise Foothills South Well Site L14 12-29-23.docx



HAPPY VALLEY ROAD (ALIGNMENT)

(BASIS OF BEARING)

S89°54'56"E 2629.99'



LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°30'02"E	82.76'
L2	S89°48'01"E	222.58'
L3	S00°02'11"W	100.41'
L4	N89°47'22"W	43.31'
L5	S00°05'54"W	90.12'
L6	N89°50'34"W	195.51'

CURVE TABLE

CURVE	DELTA	RADIUS	ARC
C1	8°50'04"	1242.00'	191.51'

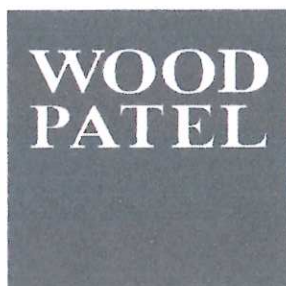


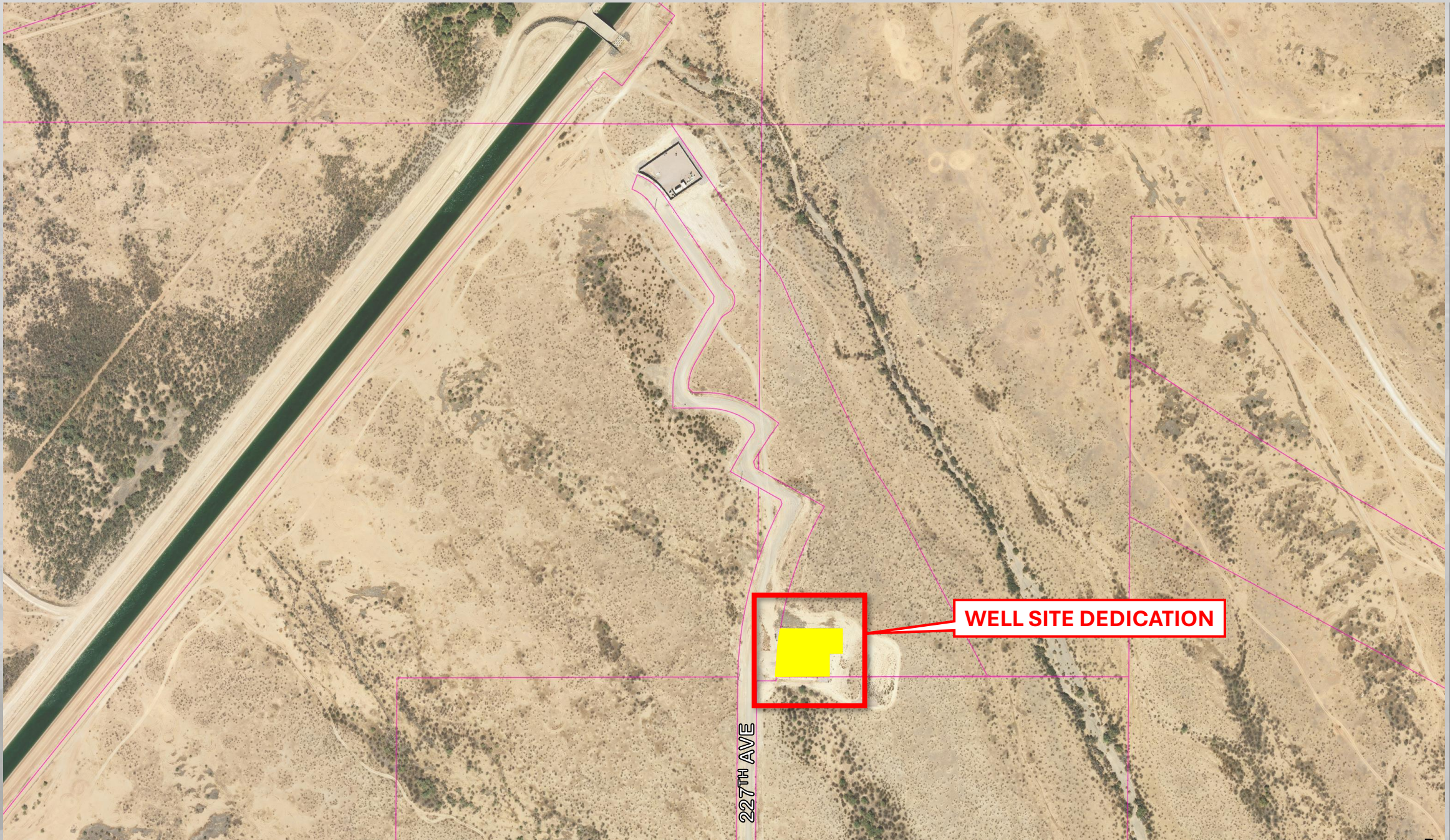
EXHIBIT "A"
SURPRISE FOOTHILLS
SOUTH WELL SITE
12/29/2023
WP# 215236.02
PAGE 2 OF 2
NOT TO SCALE

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Buena Vista Holdings, LLC

Surprise Foothills Well Site South - Dedication

City Council
April 15, 2025



VICINITY MAP

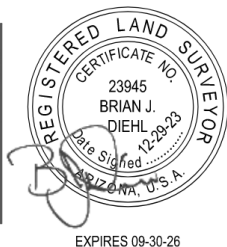
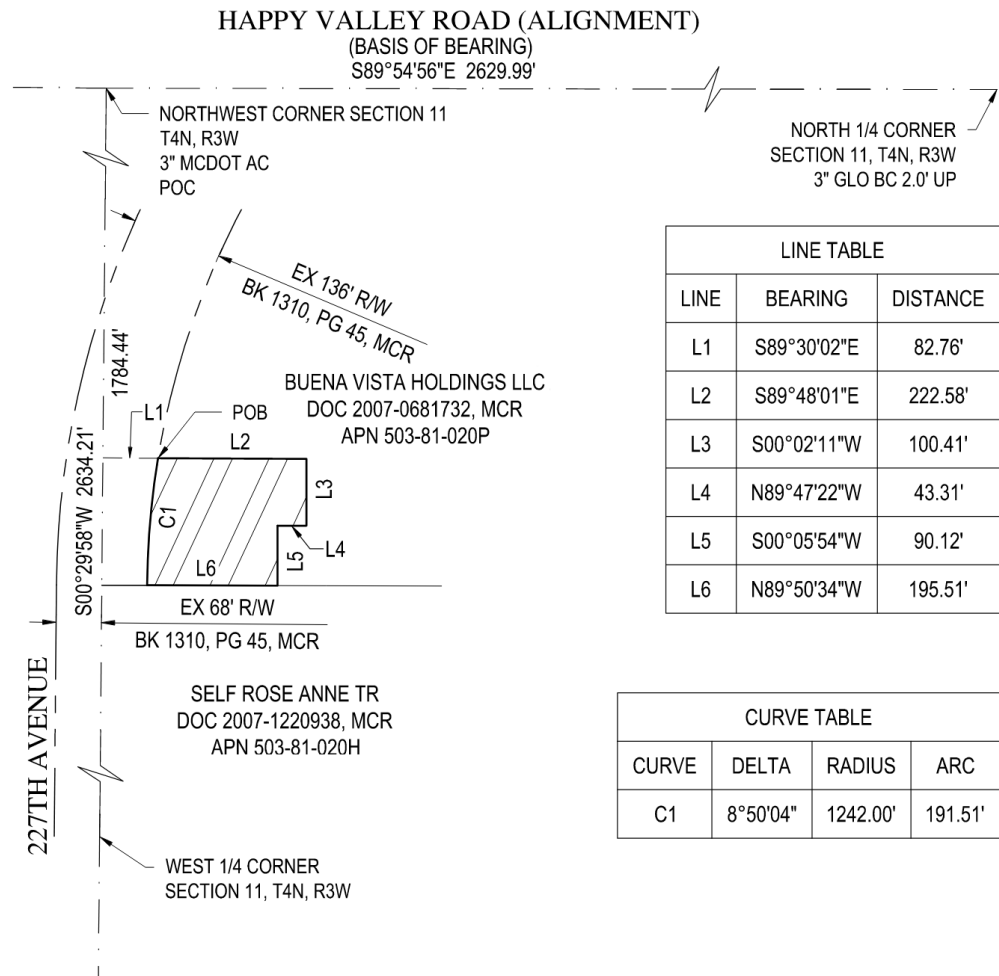


EXHIBIT "A"
SURPRISE FOOTHILLS
SOUTH WELL SITE
12/29/2023
WP# 215236.02
PAGE 2 OF 2
NOT TO SCALE

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Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 15, 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 Surprise Foothills Water Campus from Surprise Foothills Master LLC, near Deer Valley Road and 235th Avenue.

Motion:

I move to approve accepting a Special Warranty Deed for Surprise Foothills Water Campus from Surprise Foothills Master, LLC.

Background:

The City has been working with Surprise Foothills Master, LLC to bring the water campus on board to accommodate development in the area.

Objective Analysis:

Acceptance of the Special Warranty Deed for the Water Campus located near the Surprise Foothills community will allow the development to expand and the City to deliver water service to this community.

Policy Compliant:

Approval of this item is policy compliant. The proposed dedication will advance the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. SFH Water Campus SWD signed
 2. Surprise Foothills Water Campus - CC 04.15.25
-

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, **SURPRISE FOOTHILLS MASTER 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 attached hereto and incorporated herein by this reference (the "Property").

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

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

Dated this 14 day of March, 2025

GRANTOR:

SURPRISE FOOTHILLS MASTER LLC,
an Arizona limited liability company

By Surprise Foothills Development LLC,
an Arizona limited liability company
Manager

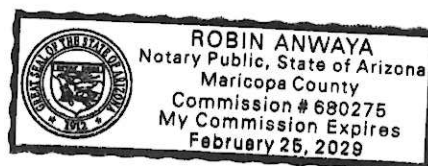
By: 
Elliott D. Pollack, Member

STATE OF ARIZONA)
)ss.
County of Maricopa)

This instrument was acknowledged and executed before me this 14 day of March 2025, by Elliott D. Pollack, the Member of Surprise Foothills Development LLC, an Arizona limited liability, the Manager of Surprise Foothills Master LLC, an Arizona limited liability company.

My Commission Expires:
February 25, 2029


NOTARY PUBLIC



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Kevin Sartor
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 Sartor, known by my as the Mayor of the City of Surprise an Arizona municipal corporation.

Notary Public

My Commission Expires:

Exhibit A

Legal Description

51434177/076110.0509

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

December 29, 2023
WP# 215236.02
Page 1 of 3
See Exhibit "A"

LEGAL DESCRIPTION
Surprise Foothills
Water Campus

A portion of that certain parcel of land recorded in Document 2005-0110542, Maricopa County Records (MCR), lying within Section 15, Township 4 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner of said Section 15, a 2 1/2-inch General Land Office (GLO) brass cap, from which the west quarter corner of said section, a 2 1/2-inch GLO brass cap, bears North 00°25'31" East (basis of bearing), a distance of 2640.65 feet;

THENCE along the south line of said section, South 89°41'28" East, a distance of 1281.50 feet;

THENCE leaving said south line, North 00°18'27" East, a distance of 100.00 feet, to the northerly right-of-way line of Deer Valley Road, recorded in Book 1310, page 45, MCR and the **POINT OF BEGINNING**;

THENCE along said northerly right-of-way line, North 89°41'28" West, a distance of 86.97 feet;

THENCE North 00°21'13" East, a distance of 209.92 feet;

THENCE North 89°38'47" West, a distance of 60.00 feet;

THENCE South 00°21'13" West, a distance of 209.97 feet;

THENCE North 89°41'28" West, a distance of 330.72 feet;

THENCE South 00°21'13" West, a distance of 60.00 feet, to the north line of the south 40 feet of said section;

THENCE leaving said northerly right-of-way line, along said north line, North 89°41'28" West, a distance of 133.49 feet;

THENCE North 00°21'20" East, a distance of 170.50 feet;

THENCE North 36°01'39" West, a distance of 53.00 feet;

THENCE North 22°25'50" East, a distance of 304.00 feet;

THENCE North 40°45'31" East, a distance of 300.00 feet;

THENCE South 66°41'02" East, a distance of 316.00 feet;

THENCE South 36°23'08" East, a distance of 60.00 feet;

**Legal Description
Surprise Foothills
Water Campus**

December 29, 2023
WP# 215236.02
Page 2 of 3
See Exhibit "A"

THENCE South 00°28'04" East, a distance of 491.53 feet, to the **POINT OF BEGINNING**.

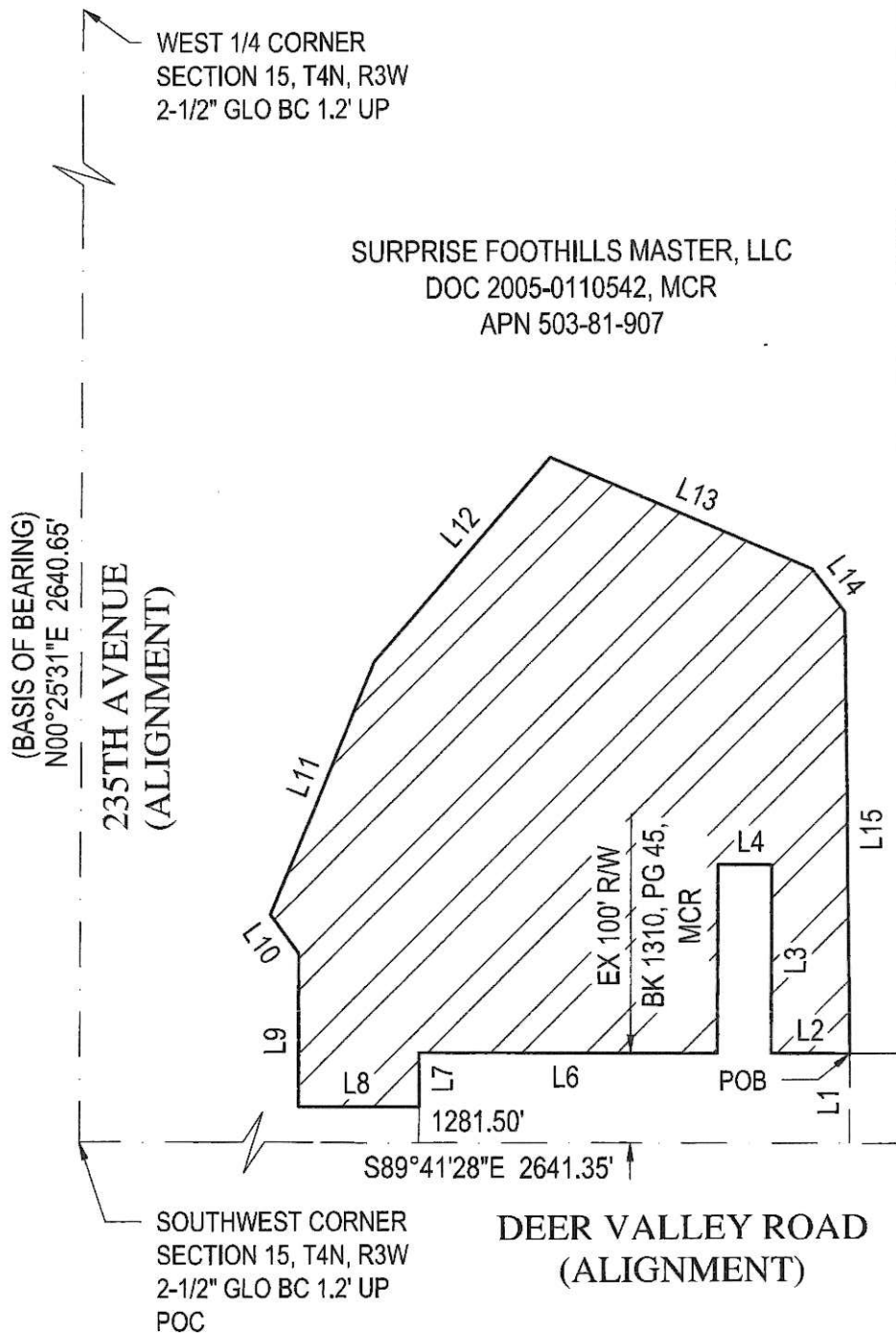
Containing 326,812 square feet or 7.5026 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of August, 2023. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2021\215236 Surprise Foothills Water Campus L12 12-29-23.docx





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°18'27"E	100.00'
L2	N89°41'28"W	86.97'
L3	N00°21'13"E	209.92'
L4	N89°38'47"W	60.00'
L5	S00°21'13"W	209.97'
L6	N89°41'28"W	330.72'
L7	S00°21'13"W	60.00'
L8	N89°41'28"W	133.49'
L9	N00°21'20"E	170.50'
L10	N36°01'39"W	53.00'
L11	N22°25'50"E	304.00'
L12	N40°45'31"E	300.00'
L13	S66°41'02"E	316.00'
L14	S36°23'08"E	60.00'
L15	S00°28'04"E	491.53'



EXPIRES 09-30-26



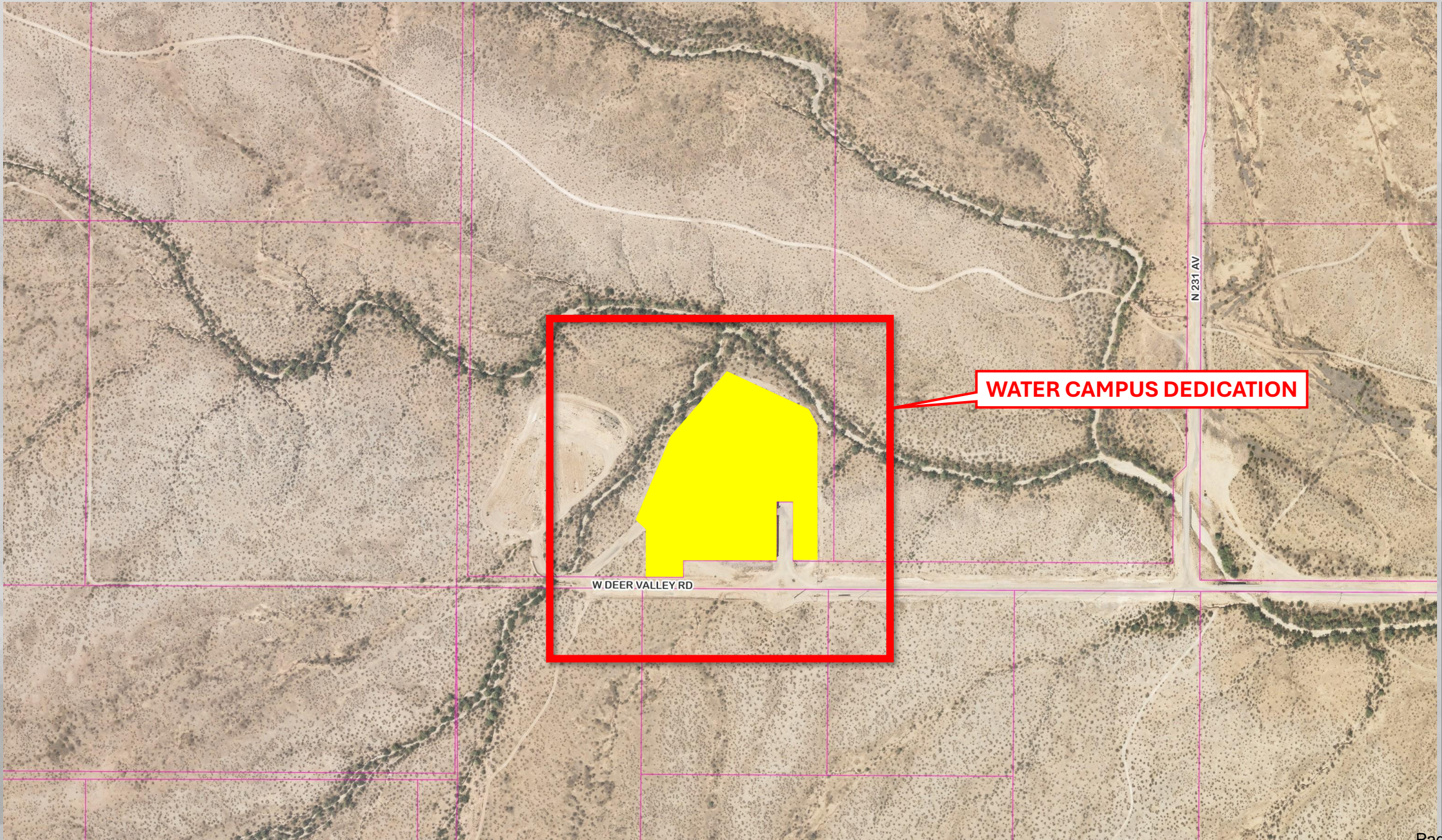
EXHIBIT "A"
SURPRISE FOOTHILLS
WATER CAMPUS
12/29/2023
WP# 215236.02
PAGE 3 OF 3
NOT TO SCALE

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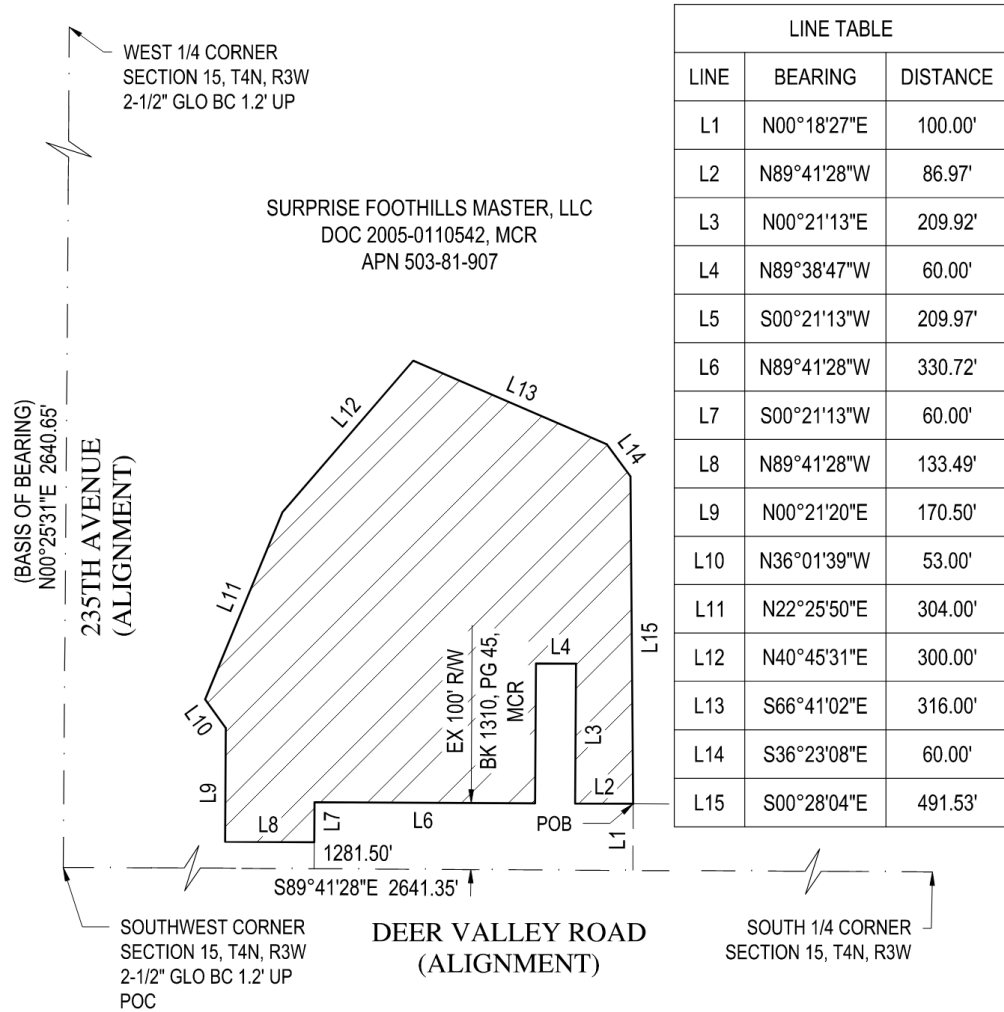
Surprise Foothills Master, LLC

Surprise Foothills Water Campus - Dedication

City Council
April 15, 2025



VICINITY MAP



EXPIRES 09-30-26



EXHIBIT "A"
SURPRISE FOOTHILLS
WATER CAMPUS
12/29/2023
WP# 215236.02
PAGE 3 OF 3
NOT TO SCALE

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Questions or Comments?

THANK YOU



SURPRISE
ARIZONA



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 15, 2025
Submitting Department: Fire - Medical
Staff Recommendations:

Contact Person: Brenden Espie, FIRE CHIEF
District: Citywide

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

Consideration and action pertaining to approval of an amendment to an Intergovernmental Agreement (IGA) with the City of El Mirage for fire records management software sharing; Resolution #2025-42.

Motion:

I move to approve Resolution #2025-42.

Background:

The Surprise Fire-Medical Department (SFMD) uses an efficient records management system (“RMS”) for documenting response to, and service delivered upon, fire-medical and ambulance calls. The SFMD entered into an IGA with the El Mirage Fire Department (EMFD) in June of 2020 for the use of a records management system which provided cost savings to El Mirage, as compared to establishing its own RMS with the vendor. Over and above the cost savings, the Surprise Fire-Medical Department and El Mirage Fire Department are members of the Automatic Aid System and due to this membership, may take calls and provide service within the other city’s jurisdiction. The SFMD and EMFD are requesting to amend the IGA to allow automatic extensions annually.

Objective Analysis:

The proposed IGA amendment will streamline administrative processes by instituting an automatic renewal mechanism for the Agreement on an annual basis.

Policy Compliant:

The action is compliant with City and Council policies.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is currently no budgetary impact related to approval of this item. Costs associated with the records management systems are already budgeted for and are separate from the partnering agency.

FTE Impact:

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

ATTACHMENTS:

1. 25.03.31 Res 2025-42 - El Mirage IGA - Final
 2. 25.03.31 Exhibit A - Amd 1 to 2020 El Mirage IGA - Final
-

RESOLUTION # 2025-42

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE CITY OF EL MIRAGE FOR SHARING FIRE-MEDICAL RECORD SOFTWARE.

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

WHEREAS, the parties entered into an Intergovernmental Agreement on June 2, 2020 for the sharing of certain Fire-Medical software, the Image Trend records management system (RMS) (the "Intergovernmental Agreement"), which is incorporated by reference; and

WHEREAS, the parties now wish to amend the Intergovernmental Agreement to allow for automatic extensions thereunder.

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

Section 1. The First Amendment to the Intergovernmental Agreement between the City of Surprise and the City of El Mirage, 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

FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE CITY OF EL MIRAGE

EXHIBIT A

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE CITY OF EL MIRAGE FOR SHARING FIRE-MEDICAL RECORD SOFTWARE

This First Amendment to the above-named Intergovernmental Agreement ("Amendment") is made between the City of Surprise, Arizona ("Surprise"), and the City of El Mirage ("El Mirage"). Surprise and El Mirage may each be referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Parties entered into an Intergovernmental Agreement dated June 2, 2020 ("Agreement") for the sharing of Fire-Medical record software, which is hereby incorporated by reference; and

WHEREAS, the Parties now wish to amend the Agreement to implement an auto-renewal of the Agreement each year.

NOW, THEREFORE, in consideration of the foregoing recitals, the following mutual representations and promises, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The second sentence of Section 1 (Effective date/Duration) is hereby replaced entirely with the following sentence(s):

The initial term of this Agreement shall be from the effective date through midnight on June 30, 2020, and shall automatically renew itself annually upon the first day of July each year without further action of the Parties. Either Party may terminate the Agreement, pursuant to this section, by providing written notice to the other Party at least thirty (30) days from the date of annual renewal of that Party's intent to terminate.

2. The foregoing recitals are incorporated by reference, as if fully set forth herein.
3. To the extent that the terms and conditions set forth in the Agreement vary from those in this Amendment, the provisions of this Amendment shall take precedence.
4. All other terms and conditions contained in the Agreement shall remain in full force and effect.

SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date the last Party signs.

CITY OF SURPRISE

CITY OF EL MIRAGE

By: _____

By: _____

Name: Bob Wingenroth

Name: _____

Title: City Manager

Title: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Surprise City Attorney's Office

El Mirage City Attorney's Office



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 15, 2025 Contact Person: Adam Lane
Submitting Department: Human Svcs and Comm District: Citywide
Vitality
Staff Recommendations:

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

Consideration and action pertaining to approval of the 2025-2029 Five-Year Consolidated Plan and the Program Year 2025 Annual Action Plan.

Motion:

I move to approve the 2025-2029 Five-Year Consolidated Plan and the Program Year 2025 Annual Action Plan.

Background:

As a recipient of Community Development Block Grant (CDBG) funds, the City of Surprise must complete a Five-Year Consolidated Plan to help the City identify needs in the community related to housing and community development. The Consolidated Plan serves as a strategic plan to identify needs of the community and set funding priorities to address those needs.

The Five-Year Consolidated Plan also contains the First Year Annual Action Plan. The Annual Action Plan will set funding priorities for the Program Year 2025 (July 1, 2025 – June 30, 2026) based on the goals and objectives set in the Consolidated Plan. Submittal of these plans to the Department of Housing and Urban Development (HUD) is a requirement in order to receive CDBG funding.

Objective Analysis:

A key feature to these grants from HUD is the City's ability to choose how the funds will be used. HUD provides a wide range of eligible activities that can be utilized with funding. The Consolidated Plan and Annual Action Plan help to determine the most pressing needs of the community, and develop effective, market-driven strategies to meet those needs.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

The Fiscal Year 2026 CDBG funding allocation is estimated at \$702,302 and is pending HUD approval.

Budget Impact:

Budget authority for FY2026 CDBG projects will be included in the FY2026 budget adoption process.

FTE Impact:

There is no FTE impact for this item.

ATTACHMENTS:

1. 2025-2029 Consolidated Plan - City Council Staff Report
 2. 2025-2029 Consolidated Plan - Draft
 3. Surprise - 2025-2029 ConPlan Public Hearing_COUNCIL
-



HUMAN SERVICE AND COMMUNITY VITALITY

Date: April 15, 2025
To: Mayor and City Council Members
From: Adam Lane, Housing & Community Services Manager
Re: 2025-2029 Consolidated Plan and First Year AAP –Approval

Introduction

As a recipient of Community Development Block Grant (CDBG) funds, the City of Surprise must complete a Five-Year Consolidated Plan to help the City identify needs in the community related to housing and community development. The Consolidated Plan serves as a strategic plan to identify needs of the community and set funding priorities to address those needs.

The Five-Year Consolidated Plan also contains the First Year Annual Action Plan. The Annual Action Plan will set funding priorities for the Program Year 2025 (July 1, 2025 – June 30, 2026) based on the goals and objectives set in the Consolidated Plan.

Background

A key feature to these grants from the Department of Housing and Urban Development (HUD), is the City's ability to choose how the funds will be used. HUD provides a wide range of eligible activities that can be utilized with funding. The Consolidated Plan helps to determine the most pressing needs of the community, and develop effective, market-driven strategies to meet those needs. The high priority needs and goals identified in the Consolidated Plan are as follows:

1. Maintain and increase the availability of **Affordable Housing**.
2. Invest in **Public Facility Improvements**.
3. Support **Public Services**.
4. Continue **Planning & Administration** of HUD funded programs.

Program Year 2025 Annual Action Plan

The CDBG allocation for Program Year 2025 is **\$702,302***. There are no match or leverage requirements for CDBG. Funding requirements cap Administration and Planning at 20% of the allocation, as well as 15% for Public Service activities.

To meet the Goals and Objectives identified in the 2025-2029 Consolidated Plan, the following projects are recommended:

1. **Affordable Housing – \$260,448**
Acquisition and rehabilitation of residential housing units to create affordable rental and homeownership opportunities for low- and moderate-income households.
2. **Tenant Based Rental Assistance (**HOME funding) – \$185,000**
Rent and utility subsidy for LMI households.
3. **Housing Services – \$80,000**
Services in support of the HOME program.
4. **Public Facility Improvements – \$116,394**
Improvements to public facilities that serve LMI persons or located in LMI areas.
5. **Public Services (15%) – \$105,000**
Services for LMI persons who are seniors, disabled, homeless, or at risk of becoming homeless.
6. **Planning & Administration (20%) – \$140,460**
Expenses related to administering the program, preparing planning documents, and Fair Housing activities.

*Pending HUD allocation

**HOME funds will be approved through the Maricopa HOME Consortium Annual Action Plan process.

Funding Contingencies

In the event a final allocation from HUD is not known, the following funding contingencies shall apply:

1. If there is an increase in funding, the same projects will be funded with Public Services funded up to 15% of allocation, and Affordable Housing and Public Facility Improvements receiving the remaining increase by percentage of total allocation.
2. If there is a decrease in funding, Public Services will receive 15% of allocation, and the remaining decrease will be taken from Affordable Housing.
3. Admin will remain 20% of allocation.

Recommendations

Staff recommends approval of the Consolidated Plan and Program Year 2025 Annual Action Plan for submittal to HUD.

Previous Actions

- Needs Public Hearing – September 11, 2024
- 30-Day Public Comment Period – March 5, 2025 – April 9, 2025
- Public Hearing #2 – April 9, 2025
- VDHS recommendation for approval – April 9, 2025

Future Actions

- Submission of Plan to HUD – May 15, 2025

POSTED

March 5th, 2025 – April 9th, 2025

NOTICE OF PUBLIC HEARING AND COMMENT PERIOD

City of Surprise

2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan

Notice is hereby given that the City of Surprise Human Service and Community Vitality Department will hold a public hearing regarding the city's 2025-2029 Consolidated Plan, and the Program Year 2025 Annual Action Plan. This notice is in accordance with 24 CFR 91.05(b) and subpart B of the federal regulations relative to citizen participation for Community Planning and Development Programs.

The public hearing will be held at the regular Veterans, Disability & Human Service Commission meeting on **April 9th, 2025** at 6:00 p.m., at the following location:

City of Surprise
City Council Chambers,
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

The public may also access the meeting by viewing a live stream or broadcast of the meeting. To watch live, please visit www.surpriseaz.gov/surprisetv, the Surprise City Gov Facebook page at www.facebook.com/cityofsurprise. Cox channel 11 will also carry the meeting live.

The 2025-2029 Consolidated Plan serves as a strategic plan to identify needs of the community related to providing decent housing, a suitable living environment, and expanded economic opportunities. In anticipation of receiving approximately \$702,302 in Community Development Block Grant (CDBG) funding from the Department of Housing in Urban Development, the Program Year 2025 Annual Action Plan (July 1, 2025 through June 30, 2026) will identify specific projects to be funded that meet the goals and objectives identified in the 2025-2029 Consolidated Plan. All funding amounts are estimates until the City receives a final allocation from HUD. The City has included contingency provisions in the draft plans that will match the actual allocations to the proposed plans. As part of the Maricopa County HOME Consortium, the City will adopt the County Citizen Participation Plan for the 2025-2029 Consolidated Plan period. Public comments received during the Public Hearing will be considered and included in the Plan. The City Council will take formal action on the Consolidated Plan and Program Year 2025 Annual Action Plan on April 15th, 2025.

Public Comment Period and Process:

Notice of 30-Day Public Comment Period March 5, 2025 – April 9, 2025

A draft copy of the 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan is available for a 30-day public review and comment period from March 5th, 2025 to April 9th, 2025. Citizens wishing to submit written comments during the public review and comment period may mail them, postmarked no later than April 9, 2025, to the following:

City of Surprise
Attention: Housing & Community Services
Human Service and Community Vitality Department
16000 N. Civic Center Plaza
Surprise, AZ 85374

You may also email comments no later than April 9th, 2025, to neighborhoodservices@surpriseaz.gov. For questions regarding the draft plan or public hearing, please call Housing & Community Services at 623.222.1550 or TDD 623.222.1002 or email at neighborhoodservices@surpriseaz.gov.

The Draft Annual Action Plan will be available for review at the following locations:

- 1) The City of Surprise website www.surpriseaz.gov/455/Consolidated-Plan
- 2) Surprise City Hall, 16000 N Civic Center Plaza, Surprise, AZ 85374 (8:00 a.m. to 5:00 p.m.)
- 3) The Surprise Resource Center at 12425 W. Bell Rd. Bldg. A, Ste. #124, Surprise. (9:00 a.m. to 4:00 p.m.)
- 4) The Surprise Senior Center at 15832 N. Hollyhock St., Surprise, AZ 85378 (8:00 a.m. to 4:00 p.m.)
- 5) The Surprise Public Library at 16089 N. Bullard Ave., Surprise, AZ 85374 (9:00 a.m. to 5:00 p.m.)

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 48 HOURS IN ADVANCE OF THE SCHEDULED MEETING TIME.



Reasonable accommodations will be made upon a timely request

AVISO DE AUDIENCIA PÚBLICA Y PERÍODO DE COMENTARIOS
Ciudad de Surprise
Plan Consolidado 2025-2029 y Año Programa 2025 Plan de Acción Anual

Por la presente se notifica que el Departamento de Servicios Humanos y Vitalidad Comunitaria de la Ciudad de Surprise llevará a cabo una audiencia pública sobre el Plan Consolidado 2025-2029 de la ciudad y el Plan de Acción Anual del Año del Programa 2025. Este aviso se realiza de conformidad con el Título 24 del Código de Reglamentos Federales (CFR) 91.05(b) y la subparte B de las regulaciones federales relativas a la participación ciudadana en los Programas de Planificación y Desarrollo Comunitario.

La audiencia pública se llevará a cabo en la reunión regular de la Comisión de Veteranos, Discapacidades y Servicios Humanos el **9 de abril de 2025 a las 6:00 p. m.**, en la siguiente ubicación:

Ciudad De Surprise
Sala del Ayuntamiento
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

El público también podrá acceder a la reunión a través de una transmisión en vivo o una transmisión de la reunión. Para verla en vivo, visite www.surpriseaz.gov/surprisetv, la página de Facebook de Surprise City Gov en www.facebook.com/cityofsurprise. El canal 11 de Cox también transmitirá la reunión en vivo.

El Plan Consolidado 2025-2029 sirve como un plan estratégico para identificar las necesidades de la comunidad relacionadas con la provisión de viviendas dignas, un entorno de vida adecuado y mayores oportunidades económicas. En previsión de recibir aproximadamente \$702,302 en fondos de Subvención en Bloque para el Desarrollo Comunitario (CDBG) del Departamento de Vivienda en Desarrollo Urbano, el Plan de Acción Anual del Año del Programa 2025 (del 1 de julio de 2025 al 30 de junio de 2026) identificará proyectos específicos que se financiarán y que cumplan con las metas y los objetivos identificados en el Plan Consolidado 2025-2029. Todos los montos de financiamiento son estimaciones hasta que la Ciudad reciba una asignación final de HUD. La Ciudad ha incluido disposiciones de contingencia en los planes preliminares que coincidirán con las asignaciones reales de los planes propuestos. Como parte del Consorcio HOME del Condado de Maricopa, la Ciudad adoptará el Plan de Participación Ciudadana del Condado para el período del Plan Consolidado 2025-2029. Los comentarios públicos recibidos durante la Audiencia Pública se considerarán e incluirán en el Plan. El Concejo Municipal tomará acción formal sobre el Plan Consolidado y el Plan de Acción Anual del Programa del Año 2025 el 15 de abril de 2025.

Período y Proceso de Comentarios Públicos:

Aviso de período de comentarios públicos de 30 días del 5 de marzo de 2025 al 9 de abril de 2025

Una copia preliminar del Plan Consolidado 2025-2029 y del Plan de Acción Anual del Programa Año 2025 está disponible para un período de revisión y comentarios públicos de 30 días desde el 5 de marzo de 2025 hasta el 9 de abril de 2025. Los ciudadanos que deseen enviar comentarios escritos durante el período de revisión y comentarios públicos pueden enviarlos por correo, con matasellos a más tardar el 9 de abril de 2025, a la siguiente dirección:

City of Surprise
Attention: Housing & Community Services
Human Service and Community Vitality Department
16000 N. Civic Center Plaza
Surprise, AZ 85374

También puede enviar sus comentarios por correo electrónico a más tardar el 9 de abril de 2025, a neighborhoodservices@surpriseaz.gov. Si tiene preguntas sobre el plan preliminar o la audiencia pública, llame a Servicios de Vivienda y Comunidad, al 623.222.1550 o TDD 623.222.1002 o envíe un correo electrónico a neighborhoodservices@surpriseaz.gov.

El borrador del Plan de Acción Anual estará disponible para su revisión en las siguientes ubicaciones:

- 1) El sitio web de la ciudad de Surprise www.surpriseaz.gov/455/Consolidated-Plan
- 2) Ayuntamiento de Surprise, 16000 N Civic Center Plaza, Surprise, AZ 85374 (8:00 a. m. a 5:00 p. m.)
- 3) El Surprise Centro de Recursos, en 12425 W. Bell Rd. Bldg. A, Ste. #124, Surprise. (de 9:00 a. m. a 4:00 p. m.)
- 4) El Surprise Centro para Personas Mayores, en 15832 N. Hollyhock St., Surprise, AZ 85378 (de 8:00 a. m. a 4:00 p. m.)
- 5) La Biblioteca Pública de Surprise, en 16089 N. Bullard Ave., Surprise, AZ 85374 (de 9:00 a. m. a 5:00 p. m.)

NOTA ESPECIAL: LAS PERSONAS CON NECESIDADES ESPECIALES DE ACCESIBILIDAD, INCLUYENDO MATERIALES EN LETRA GRANDE O INTÉRPRETE, DEBEN COMUNICARSE CON LA OFICINA DEL SECRETARIO MUNICIPAL AL 623.222.1200 O TTY 623.222.1002, A MÁS TARDAR 48 HORAS ANTES DE LA HORA PROGRAMADA DE LA REUNIÓN.



Se realizarán adaptaciones razonables si se solicitan oportunamente.

2025-2029 Consolidated Plan
Summary of Goals and Projects

High Priority Needs		Description
1	Affordable Housing	Creation of affordable housing opportunities including preservation of existing housing, rental assistance, and creation of new affordable units.
2	Public Facility Improvements	Improvements to public facilities located in majority low and moderate income areas, or support the development of new affordable housing.
3	Public Services	Services for low and moderate income persons who are disabled, homeless, at risk of becoming homeless, Seniors, and families with children.
4	Planning and Administration	Expenses related to administering the program, preparing planning documents and reports, and fair housing activities.

Consolidated Plan Goals		Associated Need	Activity Matrix Code(s)	PY2025		PY2026		PY2027		PY2028		PY2029
1	Affordable Housing	1	13B,14A, 14B, 14H, 14J, 14G	\$	256,842	\$	256,842	\$	256,842	\$	256,842	\$ 256,842
2	Public Facility Improvements	2	3A, 3C, 3E, 3F	\$	200,000	\$	200,000	\$	200,000	\$	200,000	\$ 200,000
3	Public Services	3	3T, 5A, 5B, 5L, 5Q	\$	105,000	\$	105,000	\$	105,000	\$	105,000	\$ 105,000
4	Administration & Planning	4	20, 21A, 21D	\$	140,460	\$	140,460	\$	140,460	\$	140,460	\$ 140,460

PY 2025 Projects		Associated Goal	Matrix Code(s)	Regulatory Citation(s)	Projected Outcome	National Objective	Target Area
1	Affordable Housing	1	14G	570.202(b)(1)	3	LMH	City Limits
2	Housing Services	1	14J	570.201(k)	10	LMH	City Limits
3	Public Facility Improvements	2	03E	570.201(c)	300	LMC	OTS
4	Public Services	3	03T	570.201(e)	172	LMC	City Limits
5	Administration & Planning	4	20, 21A, 21D	570.205, 570.483(b)(5), 570.206(c)	N/A	N/A	City Limits

PY2025 Activities	Project	Matrix Code	Outcome
Affordable Housing Acq/Rehab	1	14G	3 LMH
Housing Services - TBRA	2	14J	15 LMH
WVHAC Acquisition	3	03E	250
WVHAC Operations	4	03T	50 LMC
Homeless Services	4	03T	80 LMC
Administration & Planning	5	21A	0

-
1. All funding amountst are estimated until finall allocatin from HUD is received

2. The City will utilized the following contingency provision that will adjust the proposed plan to match the final allocation.
If there is an increase in funding when the final allocation is known, the same goals and projects will be funded with Public Services funded up to 15% of allocation, and Affordable Housing and Public Facility Improvements receiving the remaining increase by percentage of total allocation. If there is a decrease in funding, Public Services will receive 15% of allocation, and the remaining decrease will be taken from Affordable Housing. Admin will remain 20% of allocation.
3. The City or sub-grantees may incur pre-award costs per 2 CFR 200.458, CPD Notice CPD-25-02, and applicable waivers.

CITY OF SURPRISE PY2025 CDBG Annual Action Plan Spending Summary			Original Funding Request	VDHS Commission Changes	PY2025 Final Allocation*
AFFORDABLE HOUSING					
City of Surprise Housing Acquisition/Rehab			\$260,448		\$260,448
Matrix 14A, 14B, 14G, 14H	Original Funding Request	Leverage	Citations: 570.202(a)(1), 570.202(b)(1), 570.202(b)(9) Associated Goal: Housing Rehabilitation Outcome: 5 LMH		
Activity Delivery	\$0	\$500,000			
Capital	\$245,448	\$0			
Support for HOME Tenant Based Rental Assistance			\$80,000		\$80,000
Matrix 14J	Original Funding Request	Leverage	Citation: 570.201(k) Associated Goal: Housing Services Outcome: 15 LMH		
Capital	\$0	\$185,000			
Activity Delivery	\$95,000				
SUBTOTAL - AFFORDABLE HOUSING			\$340,448	\$0	\$340,448
PUBLIC FACILITY IMPROVEMENTS					
Housing Support Center Acquisition (15-year Lease)			\$116,394		\$116,394
Matrix 03C, 03E, 03F, 03L	Original Funding Request	Leverage	Citation:570.201(c) Associated Goal: Public Facility Improvements Outcome: 500 LMC		
Capital	\$116,394	\$0			
Activity Delivery	\$0	\$0			
Public Facility Improvements			\$0		\$0
Matrix 03E, 03F, 03L	Original Funding Request	Leverage	Citation:570.201(c) Associated Goal: Public Facility Improvements Outcome: 0 LMA		
Capital	\$0	\$0			
Activity Delivery	\$0	\$0			
SUBTOTAL - PUBLIC FACILITIES			\$116,394	\$0	\$116,394
PUBLIC SERVICES - 15%					
Subrecipient - Homeless Services			\$55,000		\$55,000
Matrix 03T	Original Funding Request	Applicant Leverage	Citations: 570.201(e) Associated Goal: Public Services Outcome: 80 LMC		
Capital	\$62,000	\$100,000			
Subrecipient - Housing Assistance Center Operations			\$50,000		\$50,000
Matrix 03T	Original Funding Request	Applicant Leverage	Citations: 570.201(e) Associated Goal: Public Services Outcome: 300 LMC		
Capital	\$50,000	\$350,000			
Public Services			\$0		\$0
Matrix 05	Original Funding Request	Match	Citations: 570.201(e), 24 CFR 570.207(b)(4) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2) Associated Goal: Public Services Outcome: 0 LMC		
Capital	\$0	\$0			
SUBTOTAL - PUBLIC SERVICES (HUD maximum 15%**) **15% of allocation + previous year Program Income			\$105,000	\$0	\$105,000
City of Surprise General Program Administration (all new funds)			\$140,460		\$140,460
SUBTOTAL - PLANNING & ADMINISTRATION (HUD Max. 20%)			\$140,460	\$0	\$140,460
GRAND TOTAL W/ ADMINISTRATION & PLANNING			\$702,302		\$702,302
FUNDS AVAILABLE	2025 New CDBG Funds		\$702,302		\$702,302
	Program Income - City		\$0		\$0
TOTAL FUNDS AVAILABLE			\$702,302		\$702,302
TOTAL REQUESTS IN EXCESS OF FUNDING			\$0	\$0	\$0

*All funding amounts are estimated until final allocation from HUD is received

Spending Conditions/Contingency (CPD Notice 25-02)

- 1) All Program Income (PI) generated from any client, project, or activity receiving CDBG assistance must be reported. Any PI received will be used for the same projects above per the Citizen Participation Plan process or by substantial amendment.
- 2) If there is an increase in funding when the final allocation is known, the same projects will be funded with Public Services funded up to 15% of allocation, and Affordable Housing and Public Facility Improvements receiving the remaining increase by percentage of total allocation. If there is a decrease in funding, Public Services will receive 15% of allocation, and the remaining decrease will be taken from Affordable Housing. Admin will remain 20% of allocation.
- 3) At project completion or Program Year end, staff will reallocate any unused subrecipient or Administration project funds to the Affordable Housing or Public Facility activities, depending on funding needs, unless through the action plan amendment process.
- 4) The City or sub-grantees may incur pre-award costs per 2 CFR 200.458, CPD Notice CPD-25-02, and applicable waivers.



SURPRISE

ARIZONA

2025 – 2029 Consolidated Plan

City of Surprise

Human Service & Community Vitality
16000 N Civic Center Plaza
Surprise, AZ 85374-7470

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TABLE OF CONTENTS

Executive Summary	4
ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)	4
The Process	11
PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)	11
PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)	12
PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)	30
Needs Assessment	36
NA-05 Overview	36
NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)	37
NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)	53
NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)	57
NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)	61
NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)	63
NA-35 Public Housing – 91.205(b)	64
NA-40 Homeless Needs Assessment – 91.205(c)	70
NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)	77
NA-50 Non-Housing Community Development Needs – 91.215 (f)	81
Housing Market Analysis	83
MA-05 Overview	83
MA-10 Number of Housing Units – 91.210(a)&(b)(2)	85
MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)	92
MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)	98
MA-25 Public and Assisted Housing – 91.210(b)	105
MA-30 Homeless Facilities and Services – 91.210(c)	108
MA-35 Special Needs Facilities and Services – 91.210(d)	111
MA-40 Barriers to Affordable Housing – 91.210(e)	114

MA-45 Non-Housing Community Development Assets – 91.215 (f).....	115
MA-50 Needs and Market Analysis Discussion.....	126
MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)	131
MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3).....	134
Strategic Plan	138
SP-05 Overview	138
SP-10 Geographic Priorities - 91.415, 91.215(a)(1)	140
SP-25 Priority Needs - 91.415, 91.215(a)(2)	149
SP-65 Lead-based Paint Hazards - 91.415, 91.215(i).....	164
SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)	166
SP-80 Monitoring - 91.230.....	168
Expected Resources	170
AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2).....	170
Annual Goals and Objectives	174
AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)	174
AP-35 Projects - 91.420, 91.220(d)	177
AP-38 Project Summary	179
AP-50 Geographic Distribution - 91.420, 91.220(f)	183
AP-85 Other Actions - 91.420, 91.220(k).....	186
Program Specific Requirements	193

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Surprise, Arizona, receives an annual entitlement allocation of Community Development Block Grant (CDBG) program funds from the U.S. Department of Housing and Urban Development (HUD). The CDBG Program provides annual grants on a formula basis to entitlement cities and urban counties to develop viable communities by providing safe, decent, and affordable housing; suitable living environments; and expanding economic opportunities, primarily for low- and moderate-income (LMI) persons.

To receive these funds, the City is required to complete its 2025-2029 Consolidated Plan and first-year PY 2025 Annual Action Plan (AAP) as required by HUD. The Consolidated Plan serves as a planning document meeting the federal government statutory requirements in 24 CFR 91.200-91.230, for preparing a Consolidated Plan and guiding the use of CDBG funding based on applications to HUD. The first-year PY 2025 AAP, and subsequent AAPs, is a subset of the Strategic Plan addressing the overall goals of the plan for each program year of the five-year Consolidated Plan. PY 2025 begins on July 1, 2025, and ends on June 30, 2026.

The City is a member of the Maricopa HOME Consortium and receives HOME Investment Partnerships funds through the HOME Consortium. The HOME program is the largest federal block grant to state and local governments designed exclusively to create affordable housing for LMI households. The grant funds a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership, or providing direct rental assistance. Through an Intergovernmental Agreement (IGA), the City receives HOME Program funding on an annual basis. These funds are not programmed in this AAP as the City is not a direct recipient of HOME funds from HUD.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City has developed its strategic plan based on an analysis of the data presented in the Needs Assessment, the Market Analysis of the Consolidated Plan, and the community participation and stakeholder consultation process. Through these efforts, the Consortium has identified four (4) priority needs and associated goals to address these needs. Over the 5-Year plan period, the Consortium will work to accomplish the following outcomes, which are listed by Priority Need.

Priority Need: Affordable Housing

Goal - 1A Affordable Housing

Create affordable housing opportunities including preservation of existing housing, rental assistance, and creation of new affordable housing units.

Priority Need: Public Facilities and Infrastructure**Goal - 2A Public Facility Improvements**

Provide public infrastructure improvements or expand infrastructure in low/mod income areas. These activities may include improvements to streets, sidewalks, water and sewer, and ADA improvements.

Priority Need: Public Services**Goal - 3A Public Services**

Provide public supportive services that address the needs of low- to moderate-income individuals in the City. The City will also support special needs groups with programs that provide vital services that offset basic costs for the elderly, homeless, families with children, and persons with a disability.

Priority Need: Planning & Administration**Goal - 4A Planning & Administration**

Effective program management will include general administration of HUD grant programs, monitoring subrecipients, and keeping strict grant based accounting. Comprehensive planning requirements will include the development of AAPs, an evaluation of the performance of the programs through annual reports, and meeting citizen participation requirements.

3. Evaluation of past performance

The City is building upon the previous experience and success that the City had with utilizing HUD funding for housing rehabilitation, public services, and public facility improvements. In addition to the five-year Consolidated Plan and Annual Action Plan, the City must complete a Consolidated Annual Performance and Evaluation Report (CAPER) to maintain compliance with the grant program. To date, the City of Surprise has successfully completed all regulatory reporting requirements, and successfully reported the accomplishments of previous Annual Action Plans for the planned expenditures. During the first four years of the Consolidated Plan, the City enacted its goal to support affordable housing by funding the Housing Rehab program, acquisition of affordable housing, and housing services for the Tenant-Based Rental Assistance Program funded by HOME funds from the Maricopa County HOME Consortium. Additionally, the City funded Public Facility Improvements that helped to complete a youth baseball field in the Original Town Site of Surprise, as well as the creation of the West Valley Housing Assistance Center, providing emergency short-term housing and access to vital housing resources to residents. Public services were supported through non-profit partners and other City departments to provide essential services to the most vulnerable residents.

And finally, the City received CDBG-CV funding through the CARES Act and was able to quickly plan and administer the funding to help low- and moderate-income residents who had been impacted by the COVID-19 Pandemic. The City anticipates spending the final remaining CDBG-CV funding in support of West Valley Housing Assistance Center.

The City, with its members and other public, private, and nonprofit community housing providers and community development service agencies, have made significant contributions to provide safe, decent, and affordable housing, improvements to public facilities and infrastructure, and provide for vital public services in Surprise. There has been considerable progress made; however, economic development efforts, continued public improvements in low/mod areas, and the need for more affordable housing remain some of the most prolific issues facing City residents, as documented by the current Consolidated Plan and the most recent PY 2023 Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER provides an assessment of progress towards the five-year goals and the one-year goals of HUD entitlement grants CDBG, HOME, and ESG. The evaluation of the City's performance is summarized in the annual CAPER report. The following is a summary of accomplishments by priority:

Housing:

The City of Surprise made significant strides in addressing affordable housing needs during Program Year 2023. The Tenant-Based Rental Assistance (TBRA) program, managed by A New Leaf, assisted 22 low-income households, achieving 146% of the annual goal. Importantly, A New Leaf utilized non-federal match funding to operate the TBRA program, ensuring compliance with funding requirements. Progress was also made with the Community Land Trust Homeownership Program, which utilized \$300,000 in CDBG funds to acquire and rehabilitate two homes sold to low- and moderate-income households. Additionally, 29 homeowners received assistance through Maricopa County's Emergency Home Repair Program, with \$459,283 expended to ensure homes were safe and habitable. The City remains on track to achieve its long-term housing goals by leveraging partnerships and strategic investments.

Public Facilities and Improvements:

The City invested \$116,394 in CDBG funds to enhance public facilities in the form of a long-term lease. In 2021, the City partnered with A New Leaf, Maricopa County, and the State of Arizona to establish the West Valley Housing Assistance Center (WVHAC). The City did not meet its annual goal for public facilities and improvements, however, the City has reached 31% of its five-year goal of assisting 20,000 persons. Despite the slower progress, the City remains committed to advancing projects that align with its objectives and is on track to meet its five-year goal by continuing to prioritize strategic investments and leveraging partnerships.

Public Services:

The City allocated \$148,629 in CDBG funds to support public service programs. Lutheran Social Services' IHELP program provided emergency shelter services to 60 individuals, delivering 2,137 Bed Nights and transitioning 20 individuals into permanent housing. A New Leaf operated the WVHAC, which served 77 individuals with 8,274 Bed Nights and connected 440 residents with housing resources and supportive services. Public service programs reached 839 residents, achieving 136% of the annual goal and surpassing both the annual and five-year targets.

Homelessness:

The City enhanced its efforts to combat homelessness through regional partnerships and targeted initiatives. The WVHAC expanded its role, providing emergency shelter and supportive services to 517 individuals. Street outreach efforts by Phoenix Rescue Mission engaged 262 individuals, successfully placing 34 in shelters or permanent housing. Collaborative projects, including bridge housing initiatives by Native American Connections, added stability for previously homeless households. These coordinated efforts indicate that the City is on track to meet its five-year homelessness reduction goals, demonstrating steady progress in addressing the needs of vulnerable populations.

CARES Act Accomplishments:

CDBG-CV funds addressed lingering impacts of the COVID-19 pandemic. Approximately \$57,439.20 was used to support WVHAC operations, aiding 517 individuals with emergency shelter and services. The remaining CDBG-CV balance of \$68,647.72 is planned for expenditure in PY2024 to address ongoing homelessness challenges.

The City of Surprise remains committed to meeting its five-year housing and community development goals. By leveraging partnerships, optimizing resources, and maintaining a focus on community resilience, the City continues to support its most vulnerable populations and advance sustainable growth.

4. Summary of citizen participation process and consultation process

The City has adopted its HUD approved Citizen Participation Plan (CPP) as per 24 CFR 91.105, which sets forth the City's policies and procedures for citizen participation in the Consolidated Plan and first-year 2025 AAP. The CPP provides guidance for public notices for the various stages of Consolidated Plan development, public hearings, and the public review of the proposed plan. Details of the City's outreach efforts are provided below:

PUBLIC HEARING: The City will hold a public hearing on April 15, 2025 at TBD pm located at TBD.

PUBLIC COMMENT PERIOD: The City will hold a public comment period from March 5, 2025 through April 19, 2025 to give citizens an opportunity to review and make comments on the draft plan. The plan can be viewed on the City's website.

COMMUNITY & STAKEHOLDER SURVEYS:

Community Survey Link: The City, in partnership with Maricopa County held a community survey online to gather public input on the housing and community development priority needs in the City of Surprise. The link to the survey can be found at: <https://www.research.net/r/Surprise-Community> or <https://www.research.net/r/Maricopa-Community>

Stakeholder Survey Link: The Consortium held a stakeholder survey online to gather public input on the housing and community development priority needs in Maricopa County which includes the City of

Surprise. The link to the survey can be found at: <https://www.research.net/r/MaricopaConsortium-Stakeholder>

Details of citizen participation outreach for the Consolidated Plan and PY 2025 AAP are also located in the PR-15.

5. Summary of public comments

PUBLIC COMMENT PERIOD: A summary of comments will be included after the comment period.

PUBLIC HEARING: A summary of comments will be included after the public hearing.

COMMUNITY & STAKEHOLDER SURVEYS: A summary of survey results will be included after the citizen participation process.

All comments and views will be accepted at the public hearing and public comment period review process. A summary of outreach efforts is located in the PR-15 Participation.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments or views were accepted at the public hearing and public comment period.

7. Summary

The City is committed to providing a meaningful way for residents to communicate their needs. The Veterans, Disability and Human Services Commission was created to assist in the development and/or expansion of city programming related to veterans, people with special needs; and those in need of general human services and workforce development. The Commission also serves as an advisory board for CDBG and HOME funding.

The Commission holds monthly public meetings and provides an avenue for the community and stakeholders to communicate with the Commission and city staff. City staff will continue to update the Commission on progress of the program, and solicit feedback and guidance from the Commission to help meet current program needs and to anticipate future needs of the community.

The Consolidated Plan is comprised of several sections, including an assessment of the current housing and community needs of the area, a section detailing the needs of homeless individuals, a description of the publicly supported housing needs, information on the citizen participation process, a Strategic Plan, and the PY 2025 Annual Action Plan (AAP). The Strategic Plan is an essential component of the Consolidated Plan, outlining the objectives and outcomes necessary to meet the identified needs. The PY 2025 AAP is the first of five annual action plans, which will detail how federal resources will be allocated each year to achieve the objectives identified in the Consolidated Plan. Additionally, each AAP will be evaluated to see the City's performance in meeting the Consolidated Plan's objectives. At the end

of each program year, the County will complete a Consolidated Annual Performance and Evaluation Review (CAPER).

Not only are the priority needs in the City identified through the needs assessment and market analysis, but the City also determines these needs through a citizen participation process, which includes engagement with community nonprofit organizations and with members of the community.

Primary data sources for the Consolidated Plan include 2008-2012 & 2018-2022 American Community Survey (ACS) 5-Year Estimates, 2016-2020 Comprehensive Housing Affordability Strategy (CHAS) data, Longitudinal Employer-Household Dynamics (LEHD), Homeless Management Information System (HMIS), 2023 Point in Time Count and Housing Inventory Chart, Inventory Management System/PIH Information Center (PIC), HUD Income Limits, HUD Fair Market Rents and HOME Rent Limits and other local data sources. Data for map analysis came from the 2018-2022 ACS.

Analysis of Impediments to Fair Housing Choice

The Maricopa County Consortium completed its most recent 2025 Analysis of Impediments to Fair Housing Choice (AI) in conjunction with this ConPlan in 2025. The AI outlines six identified impediments to fair housing choice for Surprise. The 2025 AI is an analysis of factors that may be potentially preventing access to fair housing choice in the community, and understanding the impediments to fair housing choice is an important step in addressing housing needs. The AI helps to provide information to decision makers in the community and assist in guiding the use of grant funds and other resources that target affordable housing. This plan has developed goals that will address the identified impediments over the next five years. For a list of identified impediments, see MA-40 Barriers to Affordable Housing.

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The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SURPRISE	Human Service and Community Vitality

Table 1 – Responsible Agencies

Narrative

The City of Surprise Human Services and Community Vitality Department serves as the lead agency for the Community Development Block Grant (CDBG). The Surprise Human Service & Community Vitality Department houses the Housing & Community Services Division. The department is designed to strengthen community, non-profits, and government partnerships to better serve Surprise residents.

The City is a member of the Maricopa HOME Consortium, and receives HOME Investment Partnerships funds through the HOME Consortium. Through an Intergovernmental Agreement (IGA), the City receives HOME Program funding on an annual basis. These funds are not included in the AAP as the City is not a direct recipient of HOME funds from HUD, and the HOME Consortium is the lead responsible for planning and coordination of HOME funds.

During the preparation of the plan, the City solicited input from other governmental agencies as well as various public and private agencies providing housing, social services, and other community development activities within the community. The City will continue to form new partnerships with non-profit organizations, the private sector, and other local resources.

Consolidated Plan Public Contact Information

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PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

The City of Surprise conducts extensive outreach to local organizations, the public and elected officials to solicit input for the drafting and development of the Consolidated Plan and Annual Action Plan. This section discusses coordination between the City and its partners and lists the agencies and organizations that consulted and/or provided input in the development of the plan. The City, in partnership with the Maricopa HOME Consortium, also held a stakeholder survey, which gathered feedback from local agencies and nonprofits on the priority housing and community development needs as well as funding priorities in the City and the greater region. The following section highlights these relationships and the agencies and organizations consulted.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City of Surprise actively enhances coordination between public and assisted housing providers, private entities, and governmental health, mental health, and service agencies. Through partnerships with Maricopa County, Surprise has secured funding to support individuals experiencing homelessness, enhancing service delivery and resource availability for vulnerable populations.

Through the Maricopa Association of Governments (MAG) Continuum of Care (CoC), the City of Surprise collaborates with mental health providers, homeless shelters, service agencies, and governmental organizations to support homeless individuals and families. The City also works with regional coalitions, such as the Arizona Housing Coalition, to address broader housing challenges and service needs. Surprise participates in initiatives like Project Connect, which connects individuals experiencing or at risk of homelessness to vital resources, including workforce opportunities, navigation services, housing assistance, and healthcare. These efforts aim to provide holistic support to vulnerable populations while fostering stability and self-sufficiency.

Surprise collaborates with state programs, such as Arizona's Digital Equity Program, to improve internet access for low- and moderate-income households. These efforts aim to ensure that all residents have the necessary skills, technology, and capacity to benefit from a digital economy.

The City partners with agencies focused on emergency preparedness, climate change, and hazard mitigation. Through collaboration with the Arizona Department of Emergency and Military Affairs (DEMA), Surprise engages in hazard mitigation planning to identify risks and develop long-term strategies to reduce or eliminate impacts from future hazard events.

Surprise works with organizations like the Maricopa County Department of Emergency Management (MCDDEM) to support streamlined disaster response and recovery efforts. These partnerships enhance the City's resilience to natural disasters and extreme weather events, supporting sustainable development and housing efforts.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

City staff works actively with the Maricopa Association of Governments (MAG) Continuum of Care (CoC), the regional umbrella organization overseeing efforts to address homelessness. Staff participates in regularly scheduled CoC meetings and annual point-in-time surveys to assess and address homelessness trends. Surprise collaborates with the county-wide Hand in Hand Street Outreach Program to provide targeted outreach services and connect individuals experiencing homelessness with resources and support. Additionally, the City has engaged in regional partnerships to supplement CoC initiatives and contributes to data-driven efforts to address homelessness.

Surprise participates in the Arizona Homeless Management Information System (HMIS), managed by Solari Crisis & Human Services, which allows staff to access and manage data, track service delivery, and monitor outcomes for homeless programs. The MAG Continuum of Care administers the coordinated entry system, ensuring individuals and families experiencing homelessness have equitable access to housing and services based on assessed needs. Coordinated entry works with service providers across the region to prioritize individuals for resources and streamline referrals to housing programs and support services. The HMIS reduces duplication of services and prioritizes the most vulnerable populations for housing and assistance. Through these collaborations, Surprise ensures resources are allocated effectively to address homelessness within the city and across the county.

According to the 2018-2022 ACS, 23.9% of homeowners with a mortgage and 53.4% of renters were housing cost-burdened spending more than 30% of their incomes on housing alone. Cost-burdened households, in particular extremely low-income households, are being pushed to the brink of homelessness every day and cannot withstand national disaster or crisis situations. The COVID-19 Pandemic exacerbated the problem, driving residents from stable housing into homelessness.

In 2021, as a response to the COVID-19 Pandemic and the resulting affordable housing and eviction crisis, the City partnered with A New Leaf to establish the West Valley Housing Assistance Center. The center fully opened in PY 2023, providing non-congregate short-term emergency housing, access to Coordinated Entry, Rapid Re-housing and Tenant-Based Rental Assistance. Access to other services are also provided to help move persons into stable housing in under thirty days. This strategy aligns with the CoC's priority goals for regional strategies to address homelessness.

In January 2024, Surprise participated in the annual Point in Time Count to reach out to sheltered and unsheltered homeless persons in our region to assess needs. Surprise coordinated volunteers through various partnerships with city departments and community organizations. The 2024 Surprise Point in Time Count found 49 persons unsheltered. The West Valley Unsheltered Homeless count has risen from 135 in 2016 to 519 in 2023. According to MAG, from 2016 to 2023, unsheltered homelessness in the Maricopa County region increased by 300% and the unsheltered homeless rate in the West Valley increased by 385%.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The allocation of ESG funds are discussed at Maricopa Regional Continuum of Care meetings. Surprise currently does not receive ESG funds, however frequents the Continuum of Care ESG subcommittee to participate in discussions about determining resource allocation, performance standards, and policies and procedures.

Beginning at the end of 2020, HSCV staff began participating in the CoC regional homelessness initiatives in an effort to create a comprehensive regional homelessness strategy. Staff has participated in multiple forums and surveys to help develop this strategy, which includes allocation of available resources, and administration of programs to end homelessness.

Housing & Community Services continues to participate in CoC regional meetings including the Regional Continuum of Care board meetings, and Local Jurisdiction Collaborative.

The Arizona Homeless Management Information System (HMIS) is managed by Solari Crisis & Human Services, which allows staff to access and manage data, track service delivery, and monitor outcomes for homeless programs.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	A New Leaf
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services-homeless Services-Education Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A New Leaf serves over 25,000 individuals with resources, including homeless and domestic violence shelters with services, affordable housing solutions, youth services, foster care, counseling, financial literacy, neighborhood economic development, workforce support, and community services. Discussed needs include: Domestic violence shelters, transitional homes, programming, temporary shelter and basic needs, helping the homeless, youth, individuals and families affordable housing support community assistance programs neighborhood economic development workforce support, early Childhood Education. For PY2024, the City will continue to partner with ANL for the TBRA program, and support for the WVHAC.
2	Agency/Group/Organization	Housing Authority of Maricopa County
	Agency/Group/Organization Type	Housing PHA Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation with the Housing Authority of Maricopa County through collaboration meetings.
3	Agency/Group/Organization	Maricopa Regional Continuum of Care
	Agency/Group/Organization Type	Services - Housing Services-homeless Other government - State Other government - County Other government - Local Regional organization Planning organization Civic Leaders Community Leaders
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation provided during Maricopa County's participation in the ESG Subcommittee group which focuses on planning, homeless shelter services, housing placements (rapid re-housing), and homelessness prevention.
4	Agency/Group/Organization	Arizona State University Office of Community Health, Engagement, and Resiliency,
	Agency/Group/Organization Type	Housing Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Regional organization Civic Leaders Business and Civic Leaders Education and Research
	What section of the Plan was addressed by Consultation?	Economic Development Broadband

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Erin Carr-Jordan is the Executive Director and is responsible for managing the County's \$35m investment in Broadband.
5	Agency/Group/Organization	Arizona Partnership for Healthy Communities
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities Services-Health Service-Fair Housing Health Agency Other government - State Regional organization Planning organization Publicly Funded Institution
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation provided during Maricopa County's participation on the Arizona Partnership for Healthy Communities Steering Committee which focuses on planning, cross-sector collaboration, and ensuring all of Arizona's communities are healthy places to live.
6	Agency/Group/Organization	State Weatherization Peer to Peer Committee
	Agency/Group/Organization Type	Housing Other government - State Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Peer to Peer Group is a statewide regional committee of funding agencies (ADOH, SRP, APS, Southwest Gas) and the nine provider groups that meet to discuss the following: program implementation, policy guidance and technical aspects related to the federally funded DOE and LIHEAP Weatherization program, as well as the local utility company private investment. Consultation through participation improves Maricopa County Home Improvement Program, which leverages HOME and CDBG funding with WX when possible.
7	Agency/Group/Organization	Maricopa Regional Continuum of Care Board
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Other government - County Other government - Local Regional organization Civic Leaders
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation provided during Maricopa County's participation on the Continuum of Care Board which focuses on planning, housing, and homeless services.
8	Agency/Group/Organization	Arizona Department of Health Services
	Agency/Group/Organization Type	Services-Children Services-Health Services-Education Health Agency Other government - State Publicly Funded Institution

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted through discussions about Maricopa County's strategies to reduce lead-based paint in housing.
9	Agency/Group/Organization	Maricopa County Department of Public Health
	Agency/Group/Organization Type	Services-Children Services-Health Health Agency Other government - County
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted through discussions about Maricopa County's strategies to reduce lead-based paint in housing and participation on the Arizona Lead Poisoning Prevention Coalition. The agency was also consulted through Human Services Department participation in the COVID 19 response as it relates to people experiencing homelessness.
10	Agency/Group/Organization	Regional Collaborative on Homelessness
	Agency/Group/Organization Type	Services-Education Health Agency Other government - County Regional organization Foundation Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation provided during Maricopa County's participation in the weekly Regional Collaborative workgroups which focuses on regional planning related to homelessness
11	Agency/Group/Organization	Maricopa Regional Continuum of Care Ending Veteran and Chronic Work Group
	Agency/Group/Organization Type	Housing Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation provided during monthly workgroup meeting which focuses on ending Veteran homelessness. Consultation also provided during monthly workgroup meeting which focuses on ending chronic homelessness.
12	Agency/Group/Organization	Data Subcommittee
	Agency/Group/Organization Type	Housing Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation provided during monthly workgroup meeting which focuses on regional homeless data and HMIS policy.
13	Agency/Group/Organization	Healthy Giving Council
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation provided through participation on the council and attendance at meetings.
14	Agency/Group/Organization	Flood Control District of Maricopa County
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Emergency Management Other government - County Regional organization Civic Leaders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development Resiliency
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Flood Control District provides floodplain management, research, and mitigation services for local municipalities, developers, and citizens as well as providing pre- and post-flood support.
15	Agency/Group/Organization	SOCIETY OF ST VINCENT DE PAUL
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Society of St. Vincent de Paul is an international non-profit organization dedicated to serving the poor and providing others with the opportunity to serve. St. Vincent de Paul provides one-time assistance for rent, mortgage and utility bills. SVP participated in the homeless collaborative meeting held on January 27, 2024. SVP reported the need for eviction prevention and the prevention of homelessness.
16	Agency/Group/Organization	Maricopa Association of Governments

	Agency/Group/Organization Type	Housing Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Maricopa Association of Governments helped lead the efforts to develop the Pathways Home A Regional Homelessness Action Plan for Local and Tribal Governments. City staff worked with MAG in the development of the strategies to address homelessness and consulted on how Surprise could enact the strategies in the City.
17	Agency/Group/Organization	City of Peoria
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Peoria is a city in Maricopa and Yavapai counties in the state of Arizona. Most of the city is located in Maricopa County, while a tiny portion in the north is in Yavapai County. It is a major suburb of Phoenix. According to 2017 Census Bureau estimates, the population of the city is 168,181. Staff is in regular communication with Peoria for ongoing coordination of needs and services.
18	Agency/Group/Organization	City of Avondale
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Avondale is a city in Maricopa County, Arizona, United States, adjacent to Phoenix. According to the 2017 U.S. Census estimates, the population of the city is 84,025. Avondale, incorporated in 1946, experienced rapid residential and commercial growth in the years since 1980. Staff is in regular communication with Avondale for ongoing consultation of needs and services.
19	Agency/Group/Organization	Salvation Army
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Salvation Army, an international movement, is an evangelical part of the Universal Christian Church. Salvation Army provides services and programs centered around youth programs, family programs, adult rehabilitation, senior programs, homeless services, educational programs, disaster services, missing persons, and human trafficking. The City has ongoing consultation with Salvation Army for the development of new services in Surprise.
20	Agency/Group/Organization	Phoenix Rescue Mission

	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Phoenix Rescue Mission is a place of hope, healing, and new beginnings for men, women, and children in our community struggling with homelessness, addiction, and trauma. The PRM participates in the City's quarterly Homeless Collaborative meetings and reports monthly on their outreach efforts in Surprise.
21	Agency/Group/Organization	Lutheran Social Services of the Southwest
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Lutheran Social Services of the Southwest is a 501(c)(3) nonprofit organization, an Arizona Qualifying Charity, and is affiliated with the Evangelical Lutheran Church in America, and recognized by the Lutheran Church-Missouri Synod. I-HELP is a unique, cost effective program that uses what churches have in abundance (space, volunteers, the desire to help the stranger) to provide overnight emergency shelter to those experiencing homelessness and case management to help them move from crisis to stability. I-HELP currently operates in Mesa and the Southwest Valley, including Avondale and Goodyear. LSS participated in the homeless collaborative meeting.
22	Agency/Group/Organization	VDHS
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Employment Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Surprise, Veterans, Disability and Human Services Commission is charged with assisting in the development and/or expansion of city programming related to veterans; people with special needs; and those in need of general human services and workforce development. Staff consults with the Commission on the progress of the CDBG program and the formation of the AAP.
23	Agency/Group/Organization	Dysart Unified School District

	Agency/Group/Organization Type	Housing Services-Children Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Dysart Unified School District participated in the City Homeless Collaborative meeting. This discussion helped to identify needs of the homeless community. DUSD reported increased evictions, students leaving families, and the need to focus on connecting homeless with employment services.
	Agency/Group/Organization	New beginning worship center
24	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	New Beginning Worship Center, a faith-based organization, participates in the quarterly Homeless Collaborative meetings. These meetings help to identify needs of the homeless community.
	Agency/Group/Organization	Surprise PD
25	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Surprise Police Department participates in the City's quarterly Homeless Collaborative meetings. These meetings help to identify needs of the homeless community. Collaborating with PD on homeless reporting, site clean-up efforts, and coordination with PRM.
26	Agency/Group/Organization	NEWTOWN CDC
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Newtown CDC is a local non-profit that works to develop new homeownership opportunities for low-income families. The City consulted with Newtown staff to explore possible projects in Surprise. Newtown is continuing to operate the Surprise Land Trust Homeownership Program in the City.
27	Agency/Group/Organization	NATIVE AMERICAN CONNECTIONS
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	NAC is a local non-profit that works to develop new homeownership opportunities for low-income families, and shelter services for homeless persons. The City coordinates with NAC on their HomeBase youth shelter in Surprise, and NAC attends the Homeless Collaborative. NAC will have new Bridge Housing Units complete in PY2024 and is partnered with Maricopa County and the City to develop new PSH units in Surprise utilizing HOME-ARP.

Identify any Agency Types not consulted and provide rationale for not consulting

No organizations were intentionally left out of the public participation process. All comments and views were accepted and welcomed.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Maricopa Regional Continuum of Care	The City's goals to help residents at risk of becoming homeless also align with the Maricopa Regional Continuum of Care's goals.
Municipal Responses to Homelessness 2020	Maricopa Association of Governments	Homelessness is an issue that reaches across municipal boundaries. A cohesive regional response is necessary to address the strategic plan goals of addressing affordable housing, and helping persons who are homeless or at risk of becoming homeless.
General Plan 2040	City of Surprise	The Consolidated Plans goals align with the economic development, housing, and infrastructure goals outlined in the Surprise General Plan 2040.
Maricopa HOME Consortium Analysis of Impediments	Maricopa County HOME Consortium	The Action Plan works to directly address the high priority impediments outlined in the 2020 Analysis of Impediments to Fair Housing Choice (AI).
Pathways Home	Maricopa Association of Governments	The plan identifies how the regional strategies adopted by the MAG Regional Council in May 2021 will be implemented. This represents a starting point for local and tribal governments to address homelessness regionally.
City of Surprise Housing Study	City of Surprise	The study completed in 2023 seeks to enhance policymakers, stakeholders, and the community's understanding of the housing challenges facing the city through detailed, state-of-the-art analytics, as well as outlines a comprehensive housing strategy.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

In developing the 2025-2029 Consolidated Plan and Program Year 2025 Annual Action Plan (AAP), Surprise engaged with various City departments, stakeholders, and neighboring jurisdictions to solicit input and strengthen partnerships. These consultations included the City's Human Service and Community Vitality, Public Works, and Economic Development departments. The Economic Development Department collaborated with local business associations to gather feedback on the housing and economic needs of the community. Human Service and Community Vitality staff provided expertise on addressing housing

and service needs, particularly for vulnerable populations, while Public Works contributed insights on infrastructure planning and strategies for disaster preparedness.

The City also collaborated with the Maricopa Association of Governments (MAG) Continuum of Care (CoC) to guide efforts addressing homelessness and participated in regional planning to ensure the effective distribution of resources. Moving forward, Surprise aims to enhance consultation efforts with the State of Arizona and neighboring municipalities, strengthening regional collaboration on housing, homelessness, and community development. The City continues to explore opportunities to deepen partnerships with service providers and institutions supporting vulnerable populations, including those at risk of homelessness.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Surprise has adopted its HUD approved Citizen Participation Plan (CPP) as per 24 CFR 91.105, which sets forth the City's policies and procedures for citizen participation of the Consolidated Plan and first year 2025 AAP. The CPP provides details about the public notice requirements for all meetings and the various stages of Consolidated Plan development, public hearings before the citizens of the City and City Council, accommodations for persons with disabilities, and the conduct of public review of draft documents. Adhering closely to the CPP, the City held a public comment period and public hearing. Details of these outreach efforts are provided in the table below.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
1	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Legal ad for the first public hearing for needs on August 28, 2024.	No written comments.	Oral comment at public hearing accepted.	
2	Public Hearing	Non-targeted/broad community	The public needs hearing was held at the Veterans, Disability & Human Services Commission meeting held on September 11, 2024.	One oral comment was received in support of homeless shelter services.	All comments were accepted and recorded.	
3	TA/Application process	Eligible Subrecipients	The technical assistance and application process began on January 6, 2025.	TBD applications received	No comments.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
4	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	A 35-day comment period began on March 5, 2025 and ended April 9, 2025. No comments were received.	No comments received.	No comments.	
5	Public Hearing	Non-targeted/broad community	This public hearing was held at the regular VDHS meeting held on April 9, 2025.	No comments were received during the public hearing.	No comments were received during the public hearing.	
6	Stakeholder Meeting	Non-targeted/broad community	A stakeholder meeting was held virtually via Microsoft Teams on July 9, 2024 at 2:30 to 4:00 PM to gather feedback on affordable housing needs in Maricopa County. There were 45 people in attendance with 37 representing their organizations.	There were no comments.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
7	Stakeholder Meeting	Non-targeted/broad community	A stakeholder meeting was held virtually via Microsoft Teams on July 10, 2024 at 2:30 to 4:00 PM to gather feedback on community development and public services in Maricopa County. There were 20 people in attendance with 15 representing their organizations.	There was one comment made in the stakeholder meeting. A member of the local Social Security Administration office provided information on how to help clients access their SS benefit statements as it relates to income documentation.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
8	Stakeholder Meeting	Non-targeted/broad community	A stakeholder meeting was held virtually via Microsoft Teams on July 11, 2024 at 2:30 to 4:00 PM to gather feedback on homeless needs in Maricopa County. There were 20 people in attendance, and half were from the County homeless services division, and the others were from local city members.	There was one comment made in the stakeholder meeting. How are CDBG public services funds allocated to homeless programming.	All comments were accepted.	
9	Community Survey	Non-targeted/broad community	The City, in partnership with Maricopa County, offered an online community survey to gather input on the housing, fair housing, community development and homeless needs in Scottsdale and Maricopa County. See below the link to the survey. https://www.research.net/r/maricopa-community or https://www.research.net/r/Surprise-Community	Full survey results will be provided after the citizen participation process.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
10	Stakeholder Survey	Non-targeted/broad community Nonprofits	The City, in partnership with Maricopa County, offered an online stakeholder survey to gather input on the housing, fair housing, community development and homeless needs in Scottsdale and Maricopa County. See below the link to the survey. https://www.research.net/r/MaricopaConsortium-Stakeholder	Full survey results will be provided after the citizen participation process.	All comments were accepted.	

Needs Assessment

NA-05 OVERVIEW

Needs Assessment Overview

To ensure the most efficient and effective use of resources, the City must first assess the needs of the community. The following sections describe and analyze the City's demographic and economic indicators. Information presented is primarily based on data from HUD's Comprehensive Housing Affordability Strategy (CHAS) and the United States Census Bureau's American Community Survey (ACS). To enhance this analysis, the City utilizes PolicyMap software to generate detailed maps that help visualize demographic trends and identify any geographic patterns. By integrating these geographic visualizations, the City is able to design more targeted interventions and ensure that resources are allocated equitably. This Needs Assessment will help the City determine priority needs, which will form the basis of the Strategic Plan.

The City of Surprise has experienced significant changes since the previous Consolidated Plan, reflecting ongoing growth and economic shifts in the region. Population growth has accelerated, increasing the demand for housing, particularly affordable housing, while the supply has struggled to keep up. Between 2012 and 2022, the population grew by 26.6%, and the number of households increased by 29.3%. This rapid growth places stress on housing affordability, with rising costs outpacing income gains for many residents.

Housing cost burdens remain a dominant issue, particularly for lower-income households. As of 2022, about 19% of homeowners and 53% of renters are considered cost-burdened, paying more than 30% of their income toward housing costs. These affordability issues are compounded by broader economic challenges, including a poverty rate of 6.8% and significant disparities in income and housing stability among different racial and ethnic groups. The updated maps and data in this plan show the geographic distribution of these issues, with low-income and cost-burdened households concentrated in specific areas of the City.

Furthermore, non-housing needs such as homelessness, mental health, and public health infrastructure remain critical concerns. As the City continues to grow, addressing these issues requires targeted strategies, such as expanding housing assistance programs and improving coordination between service providers.

The City's 2023 Housing Study and its 2040 General Plan include an emphasis on the need for a variety of housing options as the city continues to grow to meet the needs of all residents in Surprise.

NA-10 HOUSING NEEDS ASSESSMENT - 24 CFR 91.205 (A,B,C)

Summary of Housing Needs

The housing needs of a community, like all aspects of a market economy, are shaped by supply and demand. However, understanding the factors that influence housing supply and demand goes beyond the simple notion of building one house for every household. Various elements—such as changes in population, household size, the availability of rental units, income levels, and the condition of existing properties—collectively impact the housing landscape.

In the City, population growth has occurred unevenly across neighborhoods. While some areas have experienced rapid expansion, others have seen a decline in residents. These population shifts are closely tied to economic conditions, with high-poverty zones experiencing larger increases than lower poverty zones.

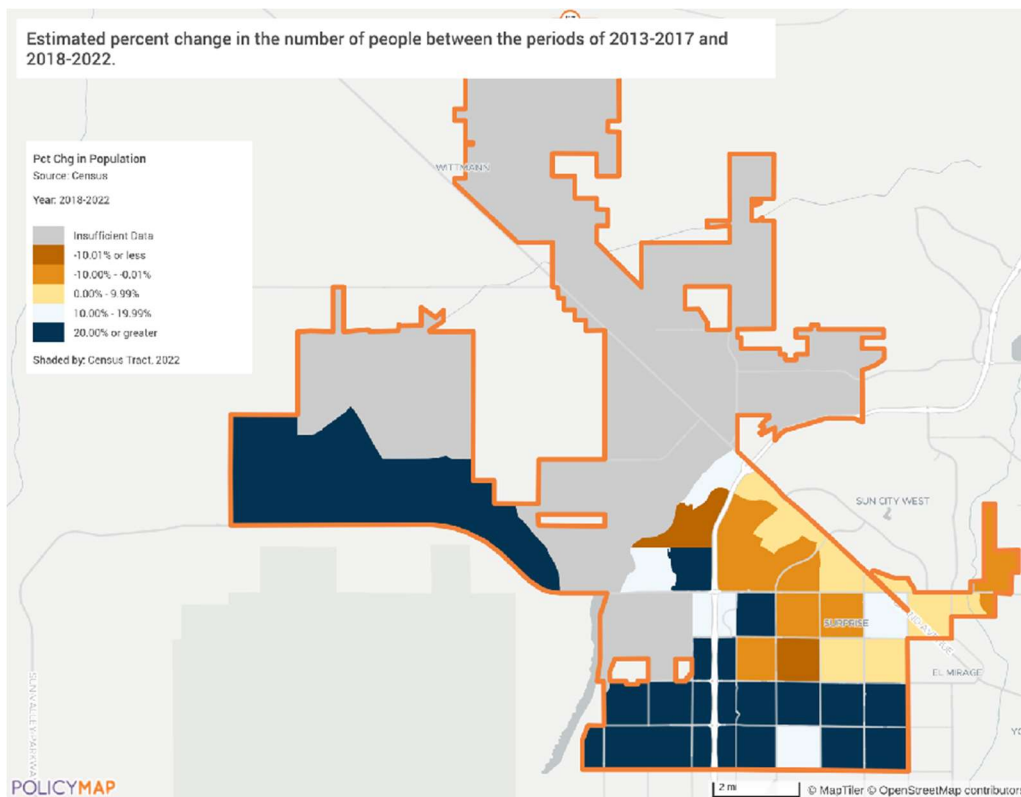
Change in Population

According to data from the American Community Survey (ACS), the jurisdiction has seen a 26.6% increase in population since 2012, significantly outpacing the national growth rate of 7%. The number of households has increased even more, rising by 29.3%. During this same period, the median household income grew by 46.3%, which is slightly higher than the national increase of 41.7%. However, after adjusting for inflation, the real purchasing power in the city has only increased by 13%, revealing a more modest gain in economic strength.

Demographics	Base Year: 2012	Most Recent Year: 2022	% Change
Population	115,007	145,591	26.6%
Households	40,986	52,995	29.3%
Median Income	\$59,973	\$87,756	46.3%

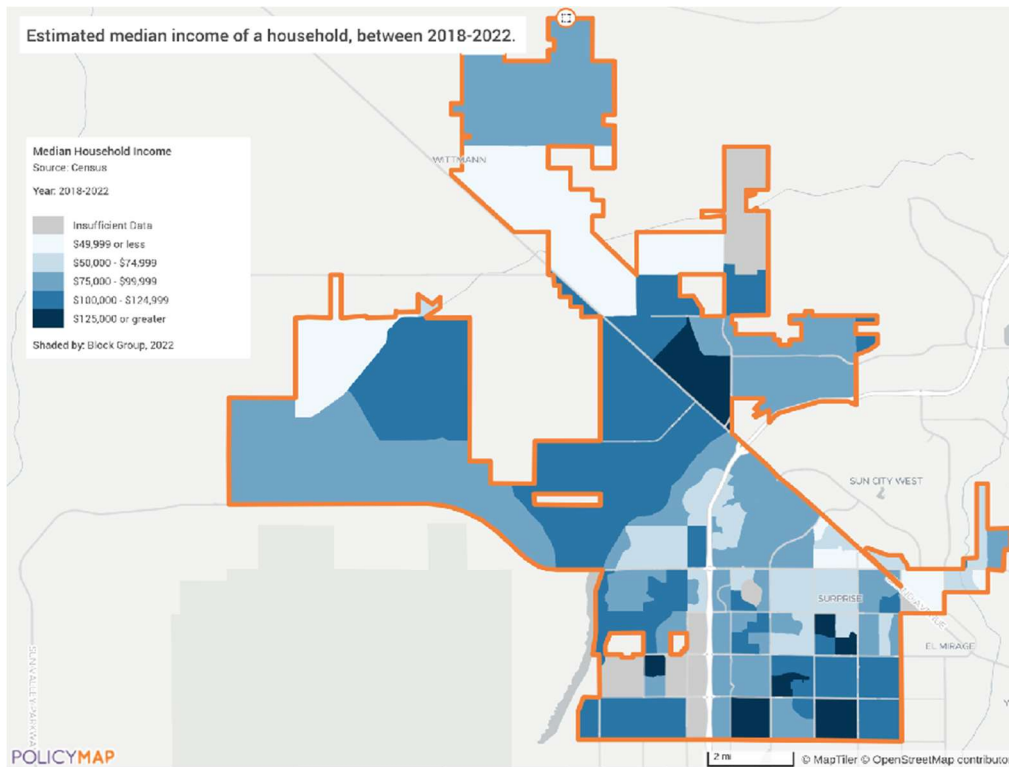
TABLE 5 - HOUSING NEEDS ASSESSMENT DEMOGRAPHICS

Data Source: 2008-2012-ACS (Base Year), 2018-2022 ACS (Most Recent Year)



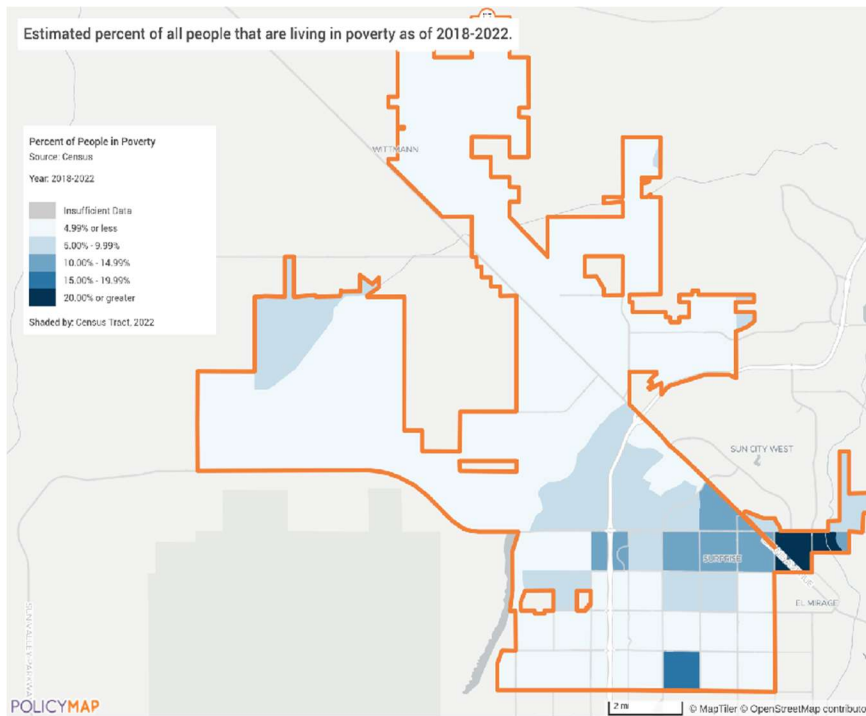
The map above shows the distribution of change in population over the last decade. The largest population increases have occurred in the southern and western portions of the city, as indicated by the darkest shaded census tracts. Several tracts also show a decrease in population in the central areas of the city, as indicated by tracts shaded in dark orange.

Median Household Income



The map above shows the median household income by census block group throughout the city. Tracts shaded in the darkest blue are those with the highest median income, \$125,000 per year or more. They are scattered throughout the city, with no major concentrations. Areas with the lowest median income are those shaded in the lightest blue, where the median income is less than \$50,000 annually. These tracts are closer to the outer edges of the city in the north and on the eastern side of the city.

Poverty Rate



The map above shows the poverty rate throughout the city. A majority of the city has a poverty rate of less than 5%. Notably, two tracts on the southeastern side of the city have a poverty rate of 20% or greater.

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	3,390	5,040	9,190	6,470	26,110
Small Family Households	730	845	2,735	2,750	11,570
Large Family Households	275	715	1,250	465	3,780
Household contains at least one person 62-74 years of age	1,105	1,580	2,385	1,825	6,755
Household contains at least one person aged 75 or older	725	1,815	1,875	1,210	4,050
Households with one or more children 6 years old or younger	439	630	1,864	750	3,305

TABLE 6 - TOTAL HOUSEHOLDS TABLE

Data Source: 2016-2020 CHAS

The table above provides a breakdown of family composition and income in the jurisdiction using 2020 CHAS data. Small family households (defined as those with fewer than four people) are three times more common than large family households (five or more people), reflecting the broader trend of smaller average household sizes both regionally and nationally. Additionally, the data suggests a correlation between household type and income, indicating that family composition may play a role in influencing financial outcomes.

Housing Needs Summary Tables

The tables below illustrate the prevalence of standard housing problems, which include one or more of the following issues:

1. Lack of complete kitchen facilities,
2. Lack of complete plumbing facilities,
3. Overcrowding, defined as more than one person per room, and
4. Cost burden greater than 30%.

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	55	40	50	25	170	0	25	35	0	60
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	35	40	25	100	0	0	10	0	10
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	20	170	245	30	465	25	25	105	35	190
Housing cost burden greater than 50% of income (and none of the above problems)	590	705	290	75	1,660	1,495	715	535	55	2,800
Housing cost burden greater than 30% of income (and none of the above problems)	30	375	1,900	495	2,800	165	1,235	1,870	810	4,080

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Zero/negative Income (and none of the above problems)	215	0	0	0	215	420	0	0	0	420

TABLE 7 – HOUSING PROBLEMS TABLE

Data 2016 - 2020 CHAS
Source:

Cost burden is a widespread issue affecting many communities across the state and nation, and it is the most pressing housing challenge in the City. According to 2020 CHAS data presented in the table above, 4,460 renters and 6,880 homeowners in the 0% to 100% AMI (area median income) range are spending more than 30% of their income on housing costs. These totals include households reported as having a cost burden greater than 30% and those with a cost burden greater than 50%. However, the CHAS data does not capture cost burden information for all income groups. To fill this gap, the 2018-2022 American Community Survey (ACS) provides a broader view, showing that 11,141 homeowners and 6,454 renters across all income groups are cost burdened.

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	700	1,320	2,525	650	5,195	1,685	2,000	2,560	900	7,145
Having none of four housing problems	75	165	580	1,260	2,080	295	1,555	3,525	3,660	9,035
Household has negative income, but none of the other housing problems	215	0	0	0	215	420	0	0	0	420

TABLE 8 – HOUSING PROBLEMS 2

Data Source: 2018-2022 CHAS

Severe housing problems, while less common than standard housing issues, are still a significant concern in the community. Households with low and extremely low incomes are especially prone to experiencing severe housing challenges. Overall, more than 12,300 households in the area face severe housing problems.

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	20	195	805	1,020	10	130	525	665
Large Related	0	45	400	445	0	265	445	710
Elderly	10	135	305	450	145	855	800	1800
Other	0	45	580	625	15	25	190	230
Total need by income	30	420	2,090	2,540	170	1,275	1,960	3,405

TABLE 9 – COST BURDEN > 30%

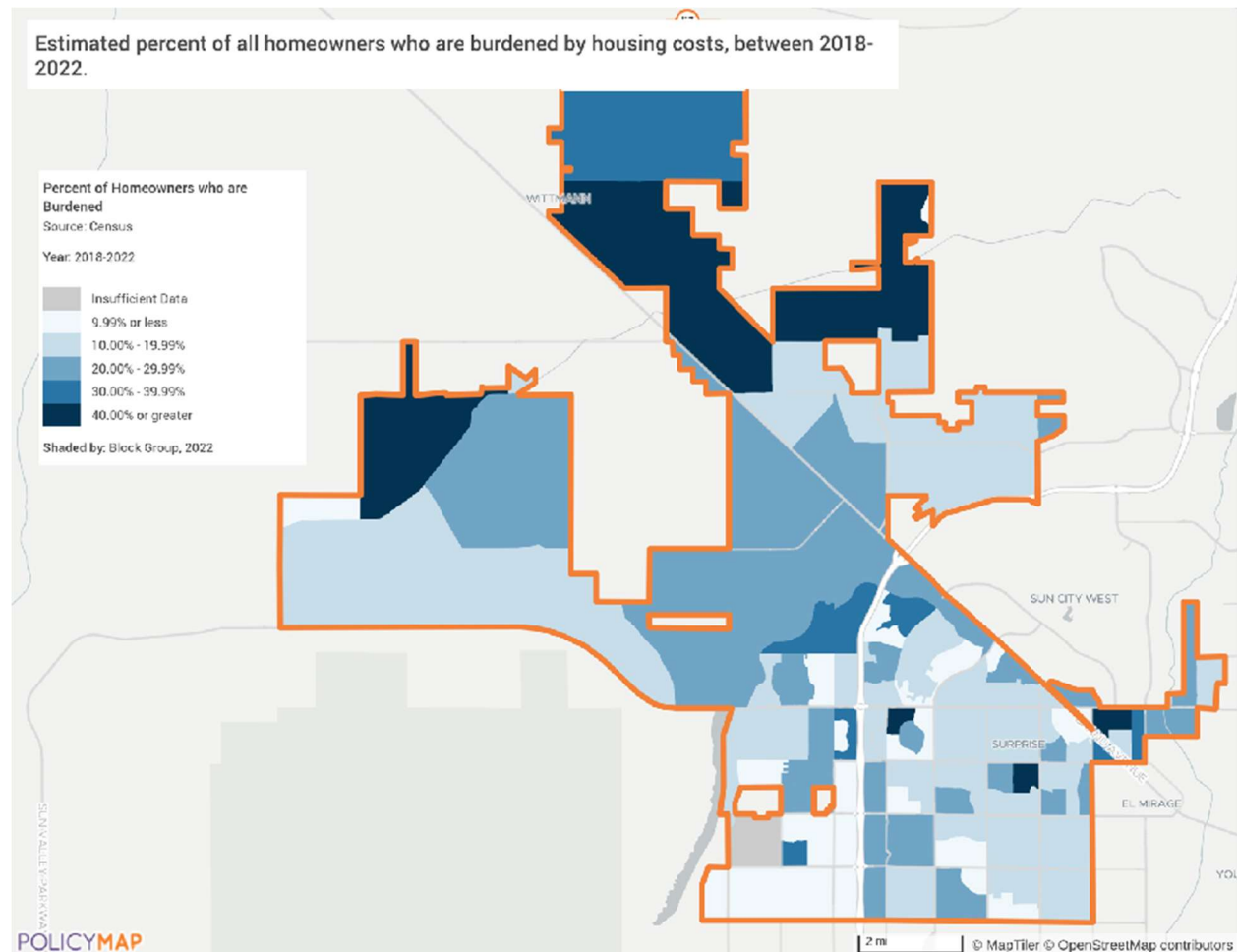
Data Source: 2017-2021 CHAS

The table above presents 2021 CHAS data on cost-burdened households in the City, focusing on those within the 0% to 80% AMI range. In total, 5,945 households in the community in this income range are cost burdened. The accompanying maps use data from the 2018-2022 American Community Survey 5-Year Estimates to show the percentage of cost-burdened households by census tract.

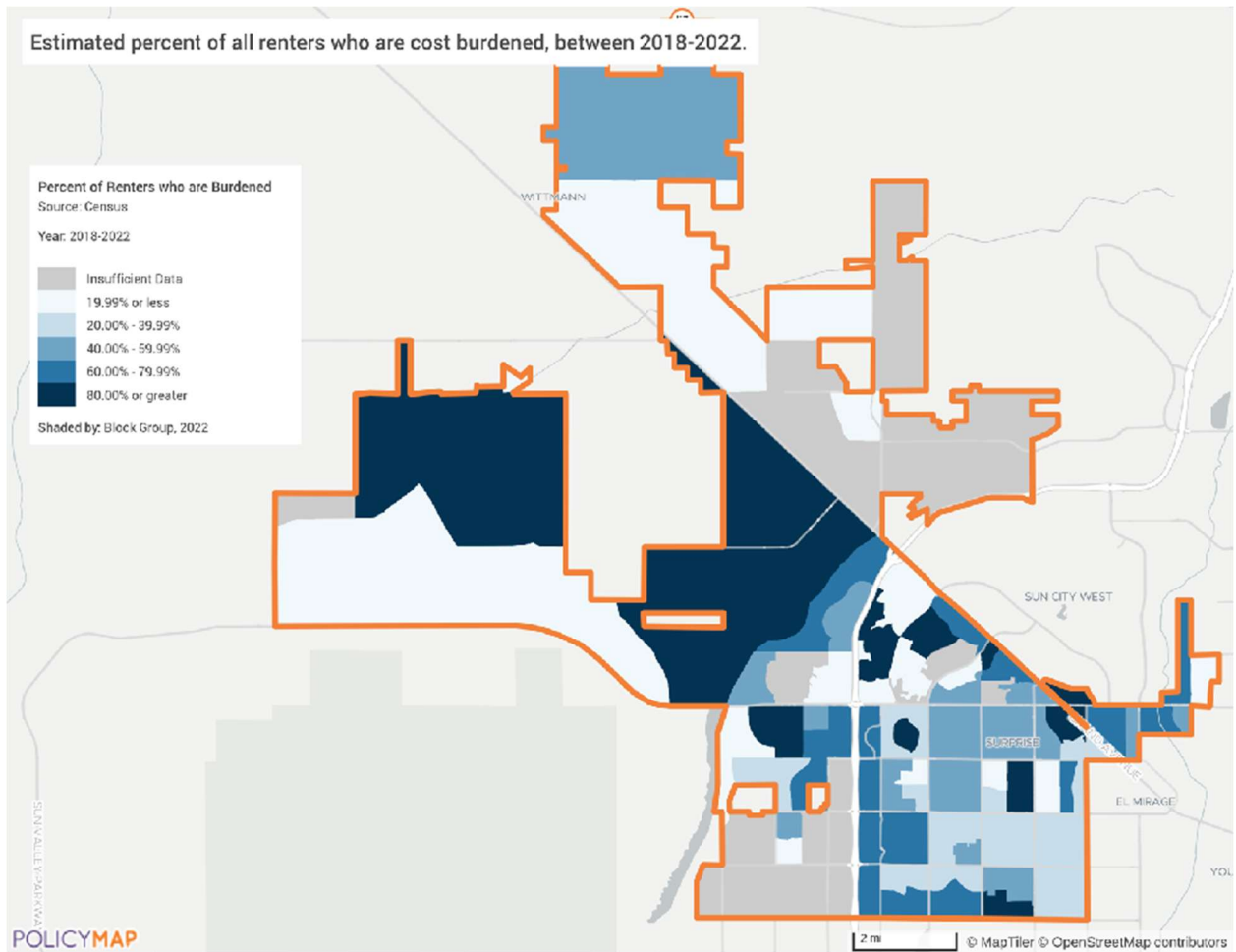
Cost burden is most prevalent for homeowners in the rural northern areas of the city, where 40% or more households are cost burdened. In contrast, the southern central areas have significantly lower rates, with some tracts, shaded in light blue, showing cost burden rates of less than 10%.

Renters face cost burden at much higher rates than homeowners, and the geographic distribution of these households varies. In parts of the western jurisdiction, over 80% of renters are cost burdened, meaning they are living in precarious housing situations and face an elevated risk of homelessness.

Cost Burden Homeowners



Cost Burden Renters



4. Severe Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	185	225	65	475	340	110	140	590
Large Related	80	250	45	375	80	95	0	175
Elderly	220	300	95	615	890	480	200	1,570
Other	155	120	110	385	210	30	200	440
Total need by income	640	895	315	1,850	1,520	715	540	2,775

TABLE 10 – COST BURDEN > 50%

Data Source: 2018-2022 CHAS

Severe Cost Burden

Severe cost burden, defined as spending more than 50% of household income on housing, is most common among extremely low-income households. A total of 4,625 households in the 0-80% AMI income range are severely cost burdened. These households often face difficult decisions, such as whether to pay rent, buy food, or cover transportation costs to get to work. Without additional support, this population is at a high risk of experiencing homelessness and is in urgent need of assistance.

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	15	205	285	55	560	25	25	90	30	170
Multiple, unrelated family households	4	0	0	0	4	0	0	15	4	19

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	0	0	0	0	0	0	0	15	0	15
Total need by income	19	205	285	55	564	25	25	120	34	204

TABLE 11 – CROWDING INFORMATION – 1/2

Data Source: 2018-2022 CHAS

Overcrowding

HUD defines an overcrowded household as one with 1.01 to 1.50 occupants per room, and a severely overcrowded household as having more than 1.50 occupants per room. Although it is less prevalent than cost-burden issues, overcrowding continues to affect 768 households in the community, the majority of which are renters. The Market Analysis indicates a surplus of larger, multi-bedroom rental units; however, the relatively high number of households in the 0–100% AMI income bracket experiencing overcrowding suggests that these units remain out of reach for many low-income renters. . As a result, LMI families with three or more children often struggle to find housing that meets their needs, is not overcrowded, and affordable.

The following table shows the number of overcrowded households with children present by tenure (renter vs. owner-occupied status) and income level. Low-income households with children present are often more likely to be overcrowded. As stated in the Market Analysis, larger rental units are one of the least common housing types. When low- to moderate-income (LMI) renter families with multiple children are unable to find a unit with multiple bedrooms, they can be forced to live in smaller overcrowded units.

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	150	360	910	1,420	289	270	954	1,513

TABLE 12 – CROWDING INFORMATION – 2/2

DRAFT

Describe the number and type of single person households in need of housing assistance.

According to 2018-2022 ACS data, there are 10,137 single-person households in the City consisting of 7,761 homeowners and 2,376 renters. Of these single-person households, renters over the age of 65 represent the primary group in need of housing assistance due to higher poverty rates and reliance on fixed incomes. A total of 6,430 Surprise households are retirement-age single-person households living alone, and many may require housing support to maintain stable and affordable living conditions. This points to high demand for affordable efficiency and one-bedroom units. Based on the ACS data, there are approximately 1,454 total vacant housing units with 1 bedroom or less that must accommodate the everchanging rate of single-person households as well as the growing population of Surprise. While the City has an oversupply of larger units (3- and 4-bedrooms), these units are not affordable or manageable for single person households.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Disability

According to 2018-2022 ACS data, there are 18,141 residents with disabilities in the City, accounting for approximately 12.6% of the overall population. Among these individuals, about 1,969 are under the age of 18. The most prevalent disability reported is ambulatory difficulty, affecting 7,893 residents. Residents with disabilities, as well as families with children who have disabilities, encounter significant barriers to accessing affordable housing. Most homes require costly modifications to meet the specific needs of residents with disabilities. While it is challenging to determine the exact number of those requiring housing assistance, it is likely that a substantial majority of residents with disabilities need either financial support for housing or access to suitable homes that can accommodate their requirements.

Violence

According to crime statistics from the Surprise Police Department reported to the FBI, there were 55 instances of rape in the City of Surprise in 2023. Notably, women represented 98% of the victims, while men accounted for 90% of the offenders. Approximately 49% of the rape offenses involved individuals aged 10 to 19. Additionally, 63% of these offenses occurred in the home, with the perpetrator most often being an acquaintance, friend, family member, or intimate partner.

It is important to acknowledge that sexual assault and other intimate crimes are often underreported. The National Coalition Against Domestic Violence estimates that only 25% of physical assaults, 20% of rapes, and 50% of stalking cases are reported to law enforcement. If these figures hold true, it suggests that around 70 rapes may have gone unreported in the jurisdiction, alongside a significant number of other sexual assaults and related crimes. Given the high prevalence of sexual violence—often occurring

in the home and involving someone known to the victim—it is crucial for survivors to have access to housing and economic support to help them escape dangerous situations.

What are the most common housing problems?

The most prevalent housing issue identified in the community is cost burden. According to the latest ACS data, over 17,500 households are experiencing this challenge. Renters are particularly affected, with 53% paying more than 30% of their income on housing expenses. While homeowners are less likely to be cost burdened than renters, the issue remains significant. Approximately 24% of homeowners with a mortgage and 8% of those without a mortgage are also facing cost burden. This financial strain places considerable pressure on households, increasing the likelihood of suboptimal living arrangements.

Are any populations/household types more affected than others by these problems?

Overall, household income is closely linked to the likelihood of experiencing housing problems, especially among renters. Residents with lower incomes tend to face higher rates of cost burden and other substandard living conditions. Additionally, individuals with disabilities and those experiencing homelessness are particularly susceptible to housing challenges. A more in-depth analysis of the prevalence of housing problems by race and ethnicity is provided in sections NA-15 to NA-30.

Describe the characteristics and needs of low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Very low-income households, defined as those earning at or below 30% of the area median income, are particularly vulnerable when they spend more than 50% of their income on gross rent (which includes rent and tenant-paid utilities). This financial strain leaves them susceptible to unexpected crises—whether financial or personal—that could result in homelessness. Among these vulnerable groups, single-parent households with children face the greatest challenges. They have a heightened need for affordable housing, accessible daycare, healthcare, and other supportive services.

Due to their lower income and higher living expenses, very low-income single-parent households are at an imminent risk of homelessness. The primary needs for these households include money management and budget counseling, as well as job training and affordable childcare, to help them achieve greater stability and reduce their risk of losing their homes.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not applicable.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Instability and an increased risk of homelessness are often linked to a lack of financial resources, temporary living arrangements with others, imminent eviction, or temporarily residing in a motel. Unexpected events such as the death of a family member, medical expenses, or emergency costs like significant car repairs can create unstable living situations, especially for families with low or fixed incomes. Additionally, factors such as domestic violence, spousal abandonment, mental illness, and substance abuse contribute to the local risk of homelessness. Other potential stability issues include prolonged unemployment and the repercussions of the COVID-19 pandemic.

Moreover, in Surprise, risks associated with extreme heat, flash flooding, and other natural disasters can heighten the likelihood of homelessness. The destruction of a home due to natural disaster can suddenly place a family in a precarious situation.

Discussion

NA-15 DISPROPORTIONATELY GREATER NEED: HOUSING PROBLEMS – 91.205 (B)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A review of Housing Assessment data provided by HUD can help identify whether certain racial or ethnic groups in the community experience a disproportionately higher housing need compared to others. HUD defines a proportionally higher need as one where the percentage of individuals in a specific income category exceeds the overall percentage for that category by at least 10 percentage points.

The tables below illustrate the prevalence of standard housing problems, which include one or more of the following issues:

5. Lack of complete kitchen facilities,
6. Lack of complete plumbing facilities,
7. More than one person per room, and
8. Cost burden greater than 30%.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,385	1,000	0
White	1,880	765	0
Black / African American	120	90	0
Asian	55	40	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	255	145	0

TABLE 13 - DISPROPORTIONALLY GREATER NEED 0 - 30% AMI

Data Source: 2018-2022 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,320	1,720	0
White	1,880	1,505	0
Black / African American	160	0	0
Asian	120	15	0
American Indian, Alaska Native	10	35	0
Pacific Islander	0	0	0
Hispanic	1,135	125	0

TABLE 14 - DISPROPORTIONALLY GREATER NEED 30 - 50% AMI

Data Source: 2018-2022 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,085	4,105	0
White	3,495	3,375	0
Black / African American	540	50	0
Asian	65	55	0
American Indian, Alaska Native	15	0	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Pacific Islander	0	0	0
Hispanic	855	575	0

TABLE 15 - DISPROPORTIONALLY GREATER NEED 50 - 80% AMI

Data Source: 2018-2022 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1550	4920	0
White	1220	3790	0
Black / African American	85	130	0
Asian	15	100	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	25	0
Hispanic	105	790	0

TABLE 16 - DISPROPORTIONALLY GREATER NEED 80 - 100% AMI

Data Source: 2018-2022 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

Extremely Low-Income (0-30% AMI)

Table 13 presents the rate of housing problems for this income group. The jurisdiction-wide rate of households with a housing problem in this income group is 70.5%. American Indian and Alaska Native households in this income range are considered disproportionately in greater need. One hundred percent of American Indian and Alaska Native households in this income group report experiencing a housing problem.

Very Low-Income (30-50% AMI)

In this income group, 65.9% of households report a housing problem, according to data presented in Table 14. Black or African American, Asian and Hispanic households in this income range are considered disproportionately in greater need.

Low-Income (50-80% AMI)

As shown in Table 15, the jurisdiction-wide rate of households with a housing problem in this income group is 55.3%. Black or African American and American Indian, Alaska Native households in this income range are considered disproportionately in greater need.

Moderate Income (80-100% AMI)

In this income group, 24.0% of households report a housing problem, according to Table 16. Black or African American households in this income range are considered disproportionately in greater need.

NA-20 DISPROPORTIONATELY GREATER NEED: SEVERE HOUSING PROBLEMS – 91.205

(B)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2190	1195	0
White	1710	940	0
Black / African American	120	90	0
Asian	55	40	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	245	155	0

TABLE 17 – SEVERE HOUSING PROBLEMS 0 - 30% AMI

Data Source: 2018-2022 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,710	3,330	0
White	1,080	2,315	0
Black / African American	135	25	0
Asian	120	15	0
American Indian, Alaska Native	0	45	0
Pacific Islander	0	0	0
Hispanic	365	890	0

TABLE 18 – SEVERE HOUSING PROBLEMS 30 - 50% AMI

Data Source: 2018-2022 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,315	7,880	0
White	840	6,025	0
Black / African American	35	560	0
Asian	50	70	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	270	1,155	0

TABLE 19 – SEVERE HOUSING PROBLEMS 50 - 80% AMI

Data Source: 2018-2022 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	250	6,220	0
White	155	4,855	0
Black / African American	60	160	0
Asian	15	100	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	25	0
Hispanic	70	990	0

TABLE 20 – SEVERE HOUSING PROBLEMS 80 - 100% AMI

Data Source: 2018-2022 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

Extremely Low-Income (0-30% AMI)

Based on data presented in table 17, the jurisdiction-wide severe housing problem rate in this income group is 64.7%. American Indian and Alaska Native households in this income range are considered disproportionately in need.

Very Low-Income (30-50% AMI)

In this income group, 33.9% of households report a severe housing problem, according to Table 18. Black or African American and Asian households in this income range are considered disproportionately in greater need.

Low-Income (50-80% AMI)

Table 19 presents housing problem rates for this income group. The jurisdiction-wide severe housing problem rate in this income group is 14.3%. Asian and American Indian, Alaska Native households in this income range are considered disproportionately in greater need.

Moderate Income (80-100% AMI)

In this income group, 3.9% of households report a severe housing problem, according to data presented in Table 20. Black or African American households in this income range are considered disproportionately in greater need.

DRAFT

NA-25 DISPROPORTIONATELY GREATER NEED: HOUSING COST BURDENS – 91.205 (B)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

The following section examines HUD data related to a specific housing issue: Cost Burden. Cost Burden refers to households that allocate more than 30% of their income to housing costs, while Severe Cost Burden is defined as those spending 50% or more of their income on housing. Consistent with the previous sections, HUD identifies a proportionally higher need when the percentage of individuals in a given category exceeds the overall percentage by at least 10 percentage points. This analysis aims to determine whether any racial or ethnic groups are disproportionately affected by Cost Burden.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	36,605	8,085	4,850	654
White	28,585	5,460	3,520	510
Black / African American	1,320	640	315	90
Asian	750	40	200	0
American Indian, Alaska Native	75	10	30	0
Pacific Islander	100	0	0	0
Hispanic	5,245	1,880	625	54

TABLE 21 – GREATER NEED: HOUSING COST BURDENS AMI

Data Source: 2018-2022 CHAS

Discussion:

By HUD's definition of a disparity of 10% or higher, a few different racial and ethnic groups experienced a disproportionately greater need when it comes to housing cost burden.

Cost Burden (30-50%)

The jurisdiction-wide housing cost burden rate (30% to 50% of household income) is 16.1%. Black / African American households are disproportionately impacted.

Severe Cost Burden (50% or more)

The jurisdiction-wide rate of severe housing cost burden (over 50% of household income) is 9.7%. Asian and American Indian, Alaska Native households are disproportionately impacted by severe cost burden.

DRAFT

NA-30 DISPROPORTIONATELY GREATER NEED: DISCUSSION – 91.205(B)(2)

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Overall, housing problems disproportionately affect specific groups based on race or ethnicity in every category examined. Asian, American Indian or Alaska Native, and Black or African American households experience a disproportionate impact across multiple income groups and with both housing problems and severe housing problems.

Disproportionate Housing Problems:

- Extremely Low Income: American Indian or Alaska Native
- Very Low Income: Black or African American, Asian, Hispanic
- Low Income: Black or African American, American Indian or Alaska Native
- Moderate Income: Black or African American

Disproportionate Severe Housing Problems:

- Extremely Low Income: American Indian or Alaska Native
- Very Low Income: Black or African American, Asian
- Low Income: Asian, American Indian or Alaska Native
- Moderate Income: Black or African American

Cost Burden: Black or African American

Extreme Cost Burden: Asian, American Indian or Alaska Native

If they have needs not identified above, what are those needs?

No other needs have been identified.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The available data shows that Black or African American, Asian, and American Indian or Alaska Native households are somewhat more concentrated in census tracts in the downtown neighborhood and in the southeastern corner of the city. These areas tend to be lower income and have fewer affordable housing opportunities. A complete analysis of the relationship between race and ethnicity and geography is discussed in MA-50.

NA-35 PUBLIC HOUSING – 91.205(B)

Introduction

The City of Surprise is within the service area of the Housing Authority of Maricopa County (HAMC). HAMC is the public housing authority for the region and its mission is to improve the quality of life and strengthen communities by developing and sustaining housing programs in the region. HAMC manages a robust Housing Choice Voucher (HCV) program which is open to City of Surprise residents. While HAMC does not operate traditional public housing, they are committed to providing housing to all in need of a place to call home. The following tables provide local available data for Surprise, AZ.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	0	270	27	238	0	2	3

TABLE 22 - PUBLIC HOUSING BY PROGRAM TYPE

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: 2024 PIC (PIH Information Center)

Data Comments: Surprise, AZ

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	-	-	-	-	-	-	-	-
Average length of stay	-	-	-	-	-	-	-	-
Average Household size	-	-	-	-	-	-	-	-
# Homeless at admission	0	0	0	43	7	36	0	2
# of Elderly Program Participants (>62)	0	0	0	8	2	6	0	0
# of Disabled Families	0	0	0	23	3	20	0	0
# of Families requesting accessibility features	0	0	0	n/a	n/a	n/a	0	0
# of HIV/AIDS program participants	0	0	0	n/a	n/a	n/a	0	0
# of DV victims	0	0	0	n/a	n/a	n/a	0	0

TABLE 24 – CHARACTERISTICS OF PUBLIC HOUSING RESIDENTS BY PROGRAM TYPE

Data Source: 2024 PIC (PIH Information Center)

Data Comments: Surprise, AZ

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	135	16	119	0	2	2
Black/African American	0	0	0	131	9	122	0	0	1
Asian	0	0	0	3	0	3	0	0	0
American Indian/Alaska Native	0	0	0	7	2	5	0	0	0
Pacific Islander	0	0	0	1	0	1	0	0	0
Other	0	0	0	0	0	0	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

TABLE 25 – RACE OF PUBLIC HOUSING RESIDENTS BY PROGRAM TYPE

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	51	5	46	0	0	1
Not Hispanic	0	0	0	219	12	207	0	2	2

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

TABLE 26 – ETHNICITY OF PUBLIC HOUSING RESIDENTS BY PROGRAM TYPE

Data Source: 2024 PIC (PIH Information Center)

Data Comments: Surprise, AZ

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

A significant portion of public housing and voucher tenants are elderly individuals, disabled families and families that request accessibility features. Families that have at least one member with a disability make up 8.5% of voucher recipients. Elderly individuals comprise 3% of voucher recipients. It is common for 100% of voucher recipients to request units with accessibility features.

According to HAMC, the most common accessibility request is ADA compliant accessible units. Developing housing that has wider hallways, doorways, and ramps is often prohibitively expensive to produce at market rates, particularly rates affordable for lower income households. Residents seeking these units are often dependent on the housing authority and other publicly supported programs to find safe and secure housing.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The most pressing needs of Public Housing residents and Housing Choice voucher holders are access to affordable, decent, safe, and sanitary housing. Achieving secure housing is just the first step; it's equally important for families to have pathways to financial independence. To facilitate this, public housing should be situated close to economic opportunities, educational institutions, and a reliable public transportation system. Additionally, there is a significant need for affordable housing options in low-poverty neighborhoods, which can help residents break the cycle of poverty and enhance their overall quality of life. By ensuring that public housing is strategically located, we can create a foundation for sustainable growth and empowerment for these families.

How do these needs compare to the housing needs of the population at large

In general, the broader population is wealthier and enjoys access to more housing opportunities than individuals utilizing publicly supported housing. Tenants of public housing and those with Housing Choice vouchers typically have lower incomes than the general population. The median household income in the City as reported by the 2018-2022 ACS was estimated at \$87,756. Even if public housing tenants and HCV holders manage to spend no more than 30% of their income on housing costs, their remaining monthly income would barely suffice to cover essential needs such as food, clothing, and transportation. This disparity highlights the significant challenges faced by low-income households in securing a stable and sustainable living situation.

Discussion

NA-40 HOMELESS NEEDS ASSESSMENT – 91.205(c)

Introduction:

Homelessness is an incredibly complex issue that communities across the country must address. A primary reason that homelessness is difficult to address is that it can have many causes with overlapping and interrelated variables. The cause of any single person's homelessness often lies not in a single factor, but at the convergence of many events and conditions. From one perspective, homelessness is an economic problem caused by unemployment or underemployment, lack of affordable housing options, and/or poverty. From another perspective, homelessness is a health issue because many homeless persons struggle with mental illness, physical disabilities, HIV, substance abuse, unresolved trauma, or a combination of those health factors. A third perspective is to view homelessness as a social problem with factors such as domestic violence, educational attainment, and race lying at the root. Any one person experiencing homelessness may be experiencing each of these issues, and they are often interrelated. Due to this complexity, fighting homelessness requires a collaborative and community-based approach.

The Stewart B. McKinney Homeless Assistance Act defined "homeless" or "homeless person" as an individual who lacks a fixed, regular, and adequate night-time residence; and who has a primary night-time residence that is:

- A supervised publicly or privately-operated shelter designed to provide temporary living accommodations (including motels, hotels, congregate shelters, and transitional housing for the mentally ill).
- An institution that provides a temporary residence for individuals intended to be institutionalized; or
- A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings

The City is part of the Maricopa Regional Continuum of Care and collaborates with the County and its partners in addressing homelessness. Surprise participates in the annual Point-In-Time (PIT) Count to determine the number of people experiencing homelessness in Maricopa County during a given point in time. In 2024, the PIT Count was conducted on January 23, 2024. While homelessness in Surprise is somewhat limited, there is still a need to address the needs of persons experiencing homelessness in the City.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	1,867	222	5,460	5,300	3,342	128
Persons in Households with Only Children	21	17	69	64	14	230
Persons in Households with Only Adults	3,471	3,837	12,526	12,077	2,878	114
Chronically Homeless Individuals	1,318	645	4,833	4,660	981	135
Chronically Homeless Families	160	108	681	661	423	137
Veterans	346	93	1,467	1,417	795	125
Unaccompanied Child	21	17	69	64	14	230
Persons with HIV	175	144	N/A	N/A	N/A	N/A

TABLE 27 - HOMELESS NEEDS ASSESSMENT

Alternative Data Source Name: 2024 PIT Count (HMIS)

Data Source Comments: AZ-502 Phoenix, Mesa/Maricopa County CoC

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Chronically Homeless Individuals and Families:

- Chronically homeless individuals and families experience long-term or repeated homelessness, often linked to mental health challenges, substance use disorders, or physical disabilities, requiring intensive support services and permanent housing solutions to regain stability. In Surprise, there are 1,318 chronically homeless individuals in shelters and 645 unsheltered, highlighting the urgent need for housing interventions. Each year, 4,660 individuals and 661 families experience homelessness, while only 981 individuals and 423 families successfully exit homelessness, showing a significant gap in resolving chronic homelessness.

Families with Children:

- Homeless families with children, often affected by economic hardship, domestic violence, or a lack of affordable housing, face unique challenges as homelessness disrupts children's education, healthcare access, and overall well-being. In Surprise, 1,867 individuals in families with children are sheltered, while 222 are unsheltered, emphasizing the importance of family-specific housing initiatives. Each year, 5,300 individuals within families with children become homeless, while 3,342 exit homelessness, demonstrating the critical need for affordable and stable family housing.

Veterans and their Families:

- Veterans experiencing homelessness face heightened risks due to physical disabilities or mental health conditions like PTSD, often stemming from their military service, and require specialized healthcare and housing assistance. In Surprise, 346 homeless veterans are sheltered, and 93 are unsheltered, reflecting the ongoing housing challenges for this vulnerable group. Annually, 1,417 veterans experience homelessness, but only 795 exit homelessness, underscoring the need for more robust veteran-specific housing and support services.

Unaccompanied Youth:

- Unaccompanied youth, typically under 24, often lack parental or guardian care due to family rejection, aging out of foster care, or abusive environments, leaving them vulnerable to exploitation, mental health issues, and barriers to education and employment. In Surprise, 21 unaccompanied youth are in shelters, and 17 are unsheltered, indicating a population in need of targeted interventions. Each year, 64 unaccompanied youth become homeless, but only 14 exit homelessness, revealing a pressing need for youth-focused programs to support their transition to independent living.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	2,904	2,807
Black or African American	1,854	853
Asian	40	18
American Indian or Alaska Native	280	285
Pacific Islander	44	25
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	1,277	1,278
Not Hispanic	4,082	2,798

Alternative Data Source Name: 2024 Point in Time Count

Data Source Comments: AZ-502 Phoenix, Mesa/ Maricopa County CoC 2024 Point in Time Count

The following information pertains to the AZ-502 Phoenix, Mesa/Maricopa County Continuum of Care (COC), which includes the city of Surprise:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The 2024 Point-in-Time Count for the entire county identified 2,089 total persons in families with children experiencing homelessness of a large majority were sheltered. Using data from the Homelessness Management Information System (HMIS) the CoC estimates for the county that 5,460 persons in households with adults and children experience homelessness each year with approximately 3,342 exiting homelessness each year. This leaves a gap of about 2,118 persons in families that are unable to exit homelessness each year and in need of housing services. There were 439 veterans experiencing homelessness of which 346 were sheltered and 93 were unsheltered in the county. Using data from HMIS the CoC estimates that for the county 1,467 veterans and their family members experience homelessness each year with approximately 795 exiting homelessness each year. This leaves a gap of about 672 veterans that are unable to exit homelessness each year and in need of housing services.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

DATA NOTE: The table above does not include a category for people that identified their race as Middle Eastern, North African, or “multiple races”. Therefore, the numbers in the above table do not match the total number of people actually counted in the 2024 Point in Time Count.

Of all persons surveyed who provided responses to racial and ethnic questions in the 2024 Point-in-Time Count, 61% identified as White, 29% Black or African American, 6% American Indian, 3% multi-racial, Pacific Islander, Asian, and Middle Eastern or North African are all less than 1%. Ethnically, 27% identified as Hispanic.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Of all persons that were surveyed in the 2024 Point-in-Time Count, 57% were sheltered and 43% were unsheltered. Twenty-two percent of the persons counted were experiencing chronic homelessness. Approximately 14% of persons surveyed reported having a serious mental illness and 14% reported having a substance use disorder. Just 7% of persons surveyed reported that they were fleeing/ survivors of domestic violence.

Discussion:

According to a recent study by Julius Happonen and Sara Shuman from Northern Arizona University (NAU), Arizona's homeless rate increased by 23.4% between 2020 and 2023, one of the largest rises in the U.S. The state's climate and terrain present unique challenges for individuals experiencing unsheltered homelessness, with extreme conditions ranging from frigid temperatures in Flagstaff to record-breaking heat in Phoenix. Addressing unsheltered homelessness is crucial for improving health equity and ensuring safety.

Comparing the 2020 PIT count to the 2024 count the homeless population in the Maricopa HOME Consortium, as with the whole of Maricopa County, has increased by about 27%. As the population increases, the need for affordable housing and supportive service also increases. When compared to the 2023 count there was a 2% decrease in the total persons counted that were experiencing homelessness with a 17% decrease in the number of persons experiencing unsheltered homelessness. In addition, the number of households in the area who are at risk of homelessness continues to be a high priority to keep the number of homeless households from increasing in the County.

There were 612 households consisting of 734 persons from the City of Surprise that were provided homeless services from October 1, 2023 - September 30, 2024. Of the persons served, there were 17 families with 24 adults and 38 minors totaling 62 persons; 584 Adult only households totaling 643 persons; and 11 children only (under 18) households consisting of 29

children. This data was compiled from all participating homeless service projects in the CoC's HMIS that served clients where their prior residence was located in the City of Surprise.

NA-45 NON-HOMELESS SPECIAL NEEDS ASSESSMENT - 91.205 (B,D)

Introduction:

Non-homeless individuals with special needs encompass a diverse group, including the elderly, frail elderly, persons with mental, physical, or developmental disabilities, individuals struggling with drug and alcohol addictions, those living with HIV/AIDS and their families, as well as victims of domestic violence, sexual assault, and stalking. Many individuals within these special needs populations often subsist on low incomes, further complicating their circumstances. Although data on these groups is limited, there is a substantial demand for housing and supportive services tailored to their unique needs. Addressing these requirements is a high priority for the City, as it is essential to enhance the quality of life and promote stability for these vulnerable populations.

Describe the characteristics of special needs populations in your community:

Elderly: The elderly population encounters unique and increasing challenges, making access to decent, affordable housing critically important. Remaining in a familiar environment is not only medically beneficial but also emotionally supportive, so it is important to enable the elderly to maintain as much independence as possible. Unfortunately, many elderly individuals live on fixed incomes or have disabilities, which can place significant financial strain on them and limit their independence. As community costs rise, this population is particularly vulnerable, as they generally lack the means to increase their income to keep pace with inflation.

According to the ACS, there are approximately 40,689 residents over the age of 60 in City, making up approximately 28% of the population. Residents 60 years or older live below the poverty level at a rate close to that of the general population, 6.9% vs 6.8%. Cost burden is an issue for this population. Approximately 22% of homeowners and 64% of renters in this age group are cost burdened.

HIV/AIDS: This information is provided in a later section.

Alcohol and Drug Addiction: Finding accurate data on drug and alcohol addiction in a community can be a challenge. Addiction is often unrecognized or underreported due to stigma, shame, and fear of consequences. The instances where data can be collected are often only when someone overdoses, gets arrested, or seeks treatment. While specific data is not available for Surprise, we can look to countywide and statewide data to describe this population. Maricopa County Department of Public Health (MCDPH) tracks data on overdoses in the county. In 2022 MCDPH reported 36.2 overall drug overdoses per 100,000 residents, and 26.8 per 100,000 were opioid-specific overdoses. The rate of overdose for men was 2.5 times higher than that of women, and American Indian or Alaska Native residents have more than three times the overdose death rate of non-Hispanic whites. There is significant need for resources to support persons struggling with substance use.

Disabilities: According to 2018-2022 ACS data (S1810), there are 18,141 residents with disabilities in the City making up 12.6% of the population. Approximately 1,969 of these residents are under the age of 18 and 8,832 are over the age of 65. The most common disability is ambulatory difficulty, and 7,893 residents report this difficulty.

Survivors of Abuse and Sexual Assault: Data on abuse and sexual assault is very limited and not specifically available for the City of Surprise. However, according to the FBI, in 2023 (the most recent year data is available) there were 55 cases of rape in Surprise. Considering how rarely sexual assault and rape is reported the likely number of cases is much higher. A majority (98%) of victims were women while most offenders were men. Additionally, 49% of victims were in the 10-19 age cohort. Most victims knew their offender as an acquaintance, friend, family member, or intimate partner. There is a significant need for resources to assist survivors and provide financial and housing support.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly and Frail Elderly: Ensuring secure, safe, affordable, and stable housing for the elderly is essential to their well-being. A healthy living environment for seniors depends on several factors, including proximity to healthcare, groceries and other retail centers, and social connections. Access to a reliable public transportation system is also crucial, as it supports elderly residents in staying active and maintaining their independence. Additionally, as mobility or other limitations arise with age, modifications within the home may be necessary to accommodate any disabilities, helping seniors live comfortably and safely.

Disability: Individuals with disabilities represent a diverse group with varying skill levels and abilities, facing many of the same challenges as the general population but with additional, unique needs related to their capabilities. Often on fixed incomes, they have limited housing options. Those with greater independence tend to utilize subsidized housing, while individuals needing higher levels of support typically live in community homes funded by public welfare, either in shared settings or privately-owned personal care facilities. Many also continue to live with family members well into adulthood. Regardless of the specific housing arrangement, continuous support services tailored to their abilities are a critical need across this population.

HIV/AIDS: See below for more information on the housing and supportive service needs of persons with HIV/AIDS. Programs and services for individuals affected by HIV/AIDS in Surprise are provided by the Southwest Center, Valleywise Health, and the Maricopa County Health Department.

Persons with Alcohol/Drug Addictions: Individuals with substance abuse issues require a robust support network to maintain sobriety and overall health. Key housing needs for this population include access to sober living environments, employment assistance, nearby health facilities, and close connections to family and friends. Detoxification facilities are also crucial for those in the initial stages of recovery, providing essential support when addiction is first recognized. These resources work together to create a foundation for sustained recovery and stability.

Survivors of Abuse and Sexual Assault: A comprehensive continuum of care is urgently needed to support vulnerable survivors, especially families and women with children. Housing options that can accommodate families are in short supply, and critical services—such as economic assistance, counseling, and holistic care—are necessary to help these individuals escape unsafe living situations. Currently, the Surprise Police Department’s Victims Assistance unit works coordinate efforts and connect survivors to services. Several shelters in the area offer temporary shelter for survivors, though there is a need for additional units to accommodate families. Expanding supportive housing and services is essential to provide a secure pathway to safety and stability for these families.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The Arizona Department of Health Services conducts the annual HIV Surveillance Program for the State. According to the 2023 HIV Surveillance Annual Report, there were 975 new cases in 2022 across the State of Arizona, reflecting a 20 percent increase from the prior year. This reflects the ongoing need for healthcare services tailored to those affected by HIV/AIDS.

While demographic data specific to Surprise is limited, statewide statistics offer insight into the population. In Arizona, the male population had the highest total number of HIV/AIDS prevalent cases, with 14,860 cases, compared to 2,458 cases for females. The racial breakdown indicates that Hispanic/Latino residents represent about 42% of 2022 cases, while white residents account for 30% and Black or African American residents account for around 16.6%.

Transmission categories highlight key patterns: for white residents, the primary mode of transmission is sexual contact among men, while heterosexual contact is predominant among Black or African American residents. The aging population with HIV/AIDS in Surprise underscores the need for comprehensive medical care, mental health services, and community resources to support both individuals and their families.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Not applicable.

Discussion:

NA-50 NON-HOUSING COMMUNITY DEVELOPMENT NEEDS – 91.215 (F)

Describe the jurisdiction's need for Public Facilities:

The primary public facility needs in the City of Surprise include facilities that support special needs populations, including veterans, seniors, victims of domestic violence, and homeless persons. While these types of facilities exist in the region, there is need for community center facilities within the City of Surprise that serve seniors, house youth programs, and provide essential services.

Currently the city is constructing a multi-generational community center that is scheduled to open in 2026. This is anticipated to house and expand the Surprise Resource Center, Senior Center, library, Headstart and community programming, all of which will address many of the currently determined needs of the community. The current Surprise Resource Center already offers various services to address needs of the community with strategic focuses on housing/homeless, seniors, disabled, and other at risk populations in Surprise. While these improvements will be essential to the community, they will likely not meet all of the City's need for public facilities that support special needs populations.

How were these needs determined?

The Public Facility needs of the City were determined through consultation with key stakeholders and public meetings. A summary of this process can be found in the Consultation section at the beginning of the Consolidated Plan. The Surprise Parks and Recreation Master Plan also provides a citywide analysis of the need for public facilities and strategies to address them.

Describe the jurisdiction's need for Public Improvements:

The most commonly identified public improvement need was street improvements, in addition to trails and neighborhood cleanup. Fixing and improving those systems is a top priority for the City by use of the annually updated Pavement Preservation Program. The city is working independently, along with stakeholders and regional partners to improve the traffic congestion issues in northern Surprise while advocating for the Loop 303 / US 60 (Grand Ave) / 163rd Ave Transportation Corridor improvement projects outlined on the City's five-year Construction Improvement Plan (CIP) and the 2023 GO Bond Election.

How were these needs determined?

The Public Improvement needs of the City were determined through consultation with key stakeholders and public meetings. A summary of this process can be found in the Consultation section at the beginning of the Consolidated Plan. The General Plan 2040 also identifies public facilities and improvements to be developed for citywide benefit. As the City continues to increase its housing and commercial development, additional improvements to transportation infrastructure will be needed. In 2023, the City voted to approve a \$1 million GO bond to fund new transportation and public safety projects.

Describe the jurisdiction's need for Public Services:

The primary Public Service need identified was homeless services, followed closely by domestic violence services and services for abused and neglected children. The City continues to run its Tenant-Based Rental Assistance Program, which assists many of these special needs populations identified. Regular funding for this program is a key component of the Strategic Plan. Additionally, the City plans to allocate funding for homeless services, transportation services, youth programming, and more with additional details available in the City's Strategic Plan. The City has recently passed a bond for new Fire stations and Police Department (PD) Out stations to accommodate for the City's continuous growth.

How were these needs determined?

The Public Service needs of the City were determined through consultation with key stakeholders and public meetings. A summary of this process can be found in the Consultation section at the beginning of the Consolidated Plan.

Housing Market Analysis

MA-05 OVERVIEW

Housing Market Analysis Overview:

This section provides a comprehensive analysis of the housing market in Surprise, examining key trends in housing structure, age, price, and tenure. By synthesizing this data with the findings from the Needs Assessment, the City can make informed, strategic decisions on how to allocate its limited resources most effectively. It is important to recognize that addressing housing needs goes beyond simply providing enough housing units. Adequate housing must also meet the criteria for being safe, secure, decent, and affordable.

In addition to evaluating the condition and availability of the housing stock, this section also assesses the availability of housing facilities for vulnerable populations, including individuals experiencing homelessness and those with special needs. To enhance this analysis, the City utilizes PolicyMap software to generate detailed maps that help visualize housing trends and identify any geographic patterns. These maps offer insights into areas where specific challenges, such as housing cost burden or environmental hazards, may disproportionately impact certain neighborhoods or protected groups. By integrating these geographic visualizations, the City is able to design more targeted interventions and ensure that resources are allocated equitably.

This analysis also takes into account broader market conditions and regulatory factors that influence housing availability and affordability. Rising housing costs, zoning constraints, and limited financial resources for affordable housing development all play a critical role in shaping the local housing market. By understanding how these factors interact, the City is better positioned to identify gaps in the housing market and to develop targeted strategies that respond to the most urgent needs.

To provide a more nuanced and comprehensive view of housing challenges, this analysis incorporates data from a variety of sources beyond those provided by the U.S. Census Bureau and the Department of Housing and Urban Development (HUD). Local data, market studies, and insights from housing advocacy organizations complement federal data and offer a deeper understanding of both supply and demand dynamics in the housing market. This integrated approach ensures that the City can address key issues, including affordability, housing quality, and equitable access to housing opportunities.

The findings from this housing market analysis are essential in shaping the City's strategic planning efforts and are consistent with other city studies and plans, particularly the City of Surprise Housing Study which was conducted in 2023 and the City's 2040 General Plan. The Housing Study identified several areas of the City's housing inventory and market that are leading

to an increase in housing costs and cost burdens for residents. The report notes that the city has a structural imbalance in its inventory housing type, size, and price point. This is leading to challenges for much of Surprise's workforce being able to afford housing in the city.

The Housing Study and the City's General Plan call for a diverse housing portfolio that meets the needs of all Surprise residents. Ensuring that housing is not only available but also accessible and affordable is crucial to fostering long-term community stability and promoting economic growth in the City of Surprise.

MA-10 NUMBER OF HOUSING UNITS – 91.210(A)&(B)(2)

Introduction

The following section examines the size, type, and composition of the City's housing stock. In addition to the number of units present, it looks at the type and location of units and compares these data points for renter and owner-occupied housing units.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	49,980	85.0%
1-unit, attached structure	1,027	1.8%
2-4 units	785	1.3%
5-19 units	1,579	2.7%
20 or more units	2,378	4.0%
Mobile Home, boat, RV, van, etc.	3,077	5.2%
<i>Total</i>	58,826	100%

TABLE 31 – RESIDENTIAL PROPERTIES BY UNIT NUMBER

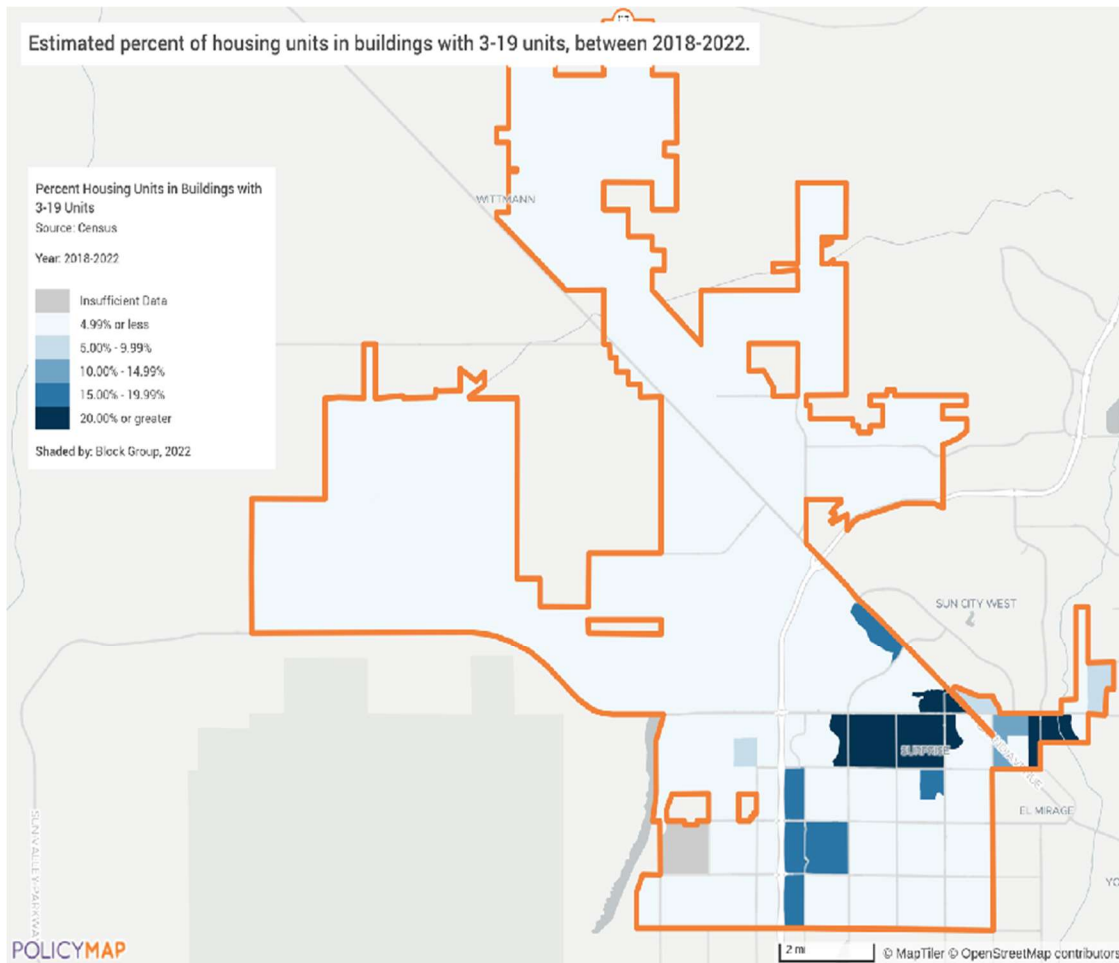
Data Source: 2018-2022 ACS

Property Type

The table above breaks down the City's housing stock by the number of units in each structure and by structure type. Traditional single-family, detached homes are the overwhelmingly most common housing type, accounting for 85% of all housing units. Non-traditional housing structures (mobile home, boat, RV, van, etc.) account for just 5.2% of all housing units, and are the second most common housing type.

The maps below display the distribution of small, medium and large multifamily developments in the jurisdiction. Small multifamily units have between 3 and 19 units in each development. Medium developments have between 20 and 49 units and large multifamily developments have 50 or more units. Notably, multifamily developments of all sizes are rare in the City.

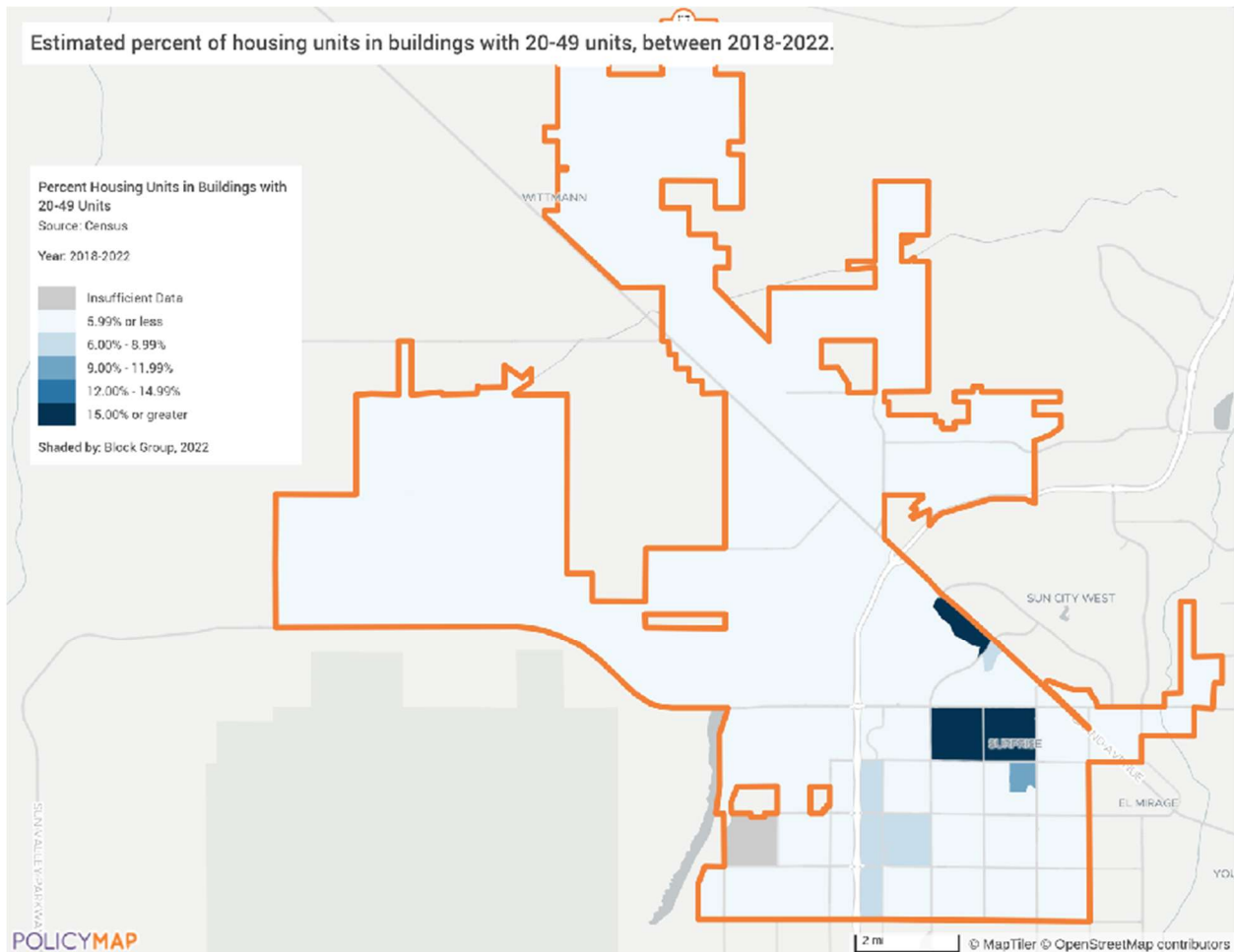
Small Multifamily Developments



Buildings with 3-19 Units

Small multifamily developments with between three and 19 units have minor concentrations in the southeast section of the City.

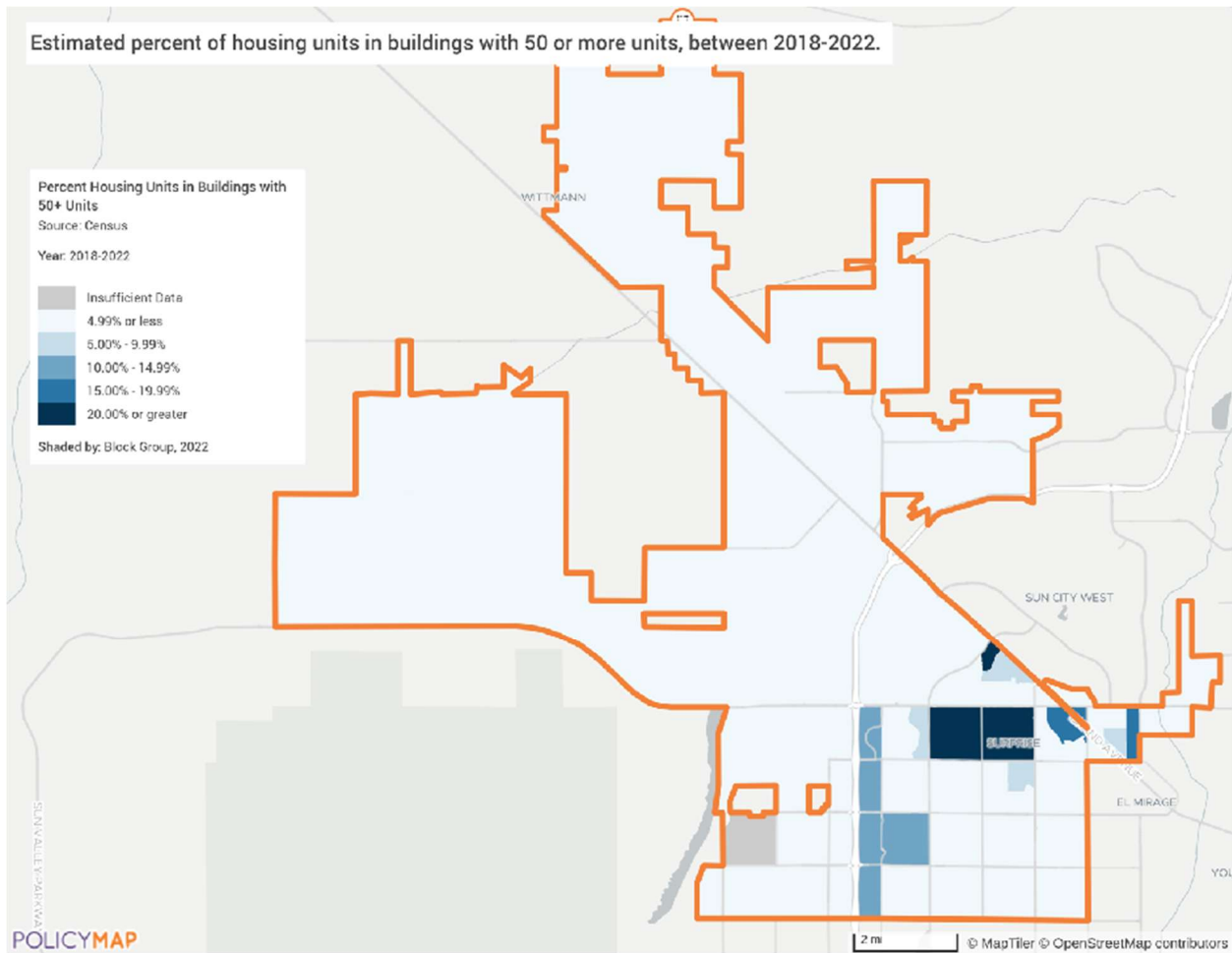
Medium Multifamily Developments



Buildings with 20-49 Units

Medium multifamily developments have between 20 and 49 units per development. Like small multifamily developments, medium developments are found primarily in the southeastern areas of the City.

Large Multifamily Developments



Buildings with 50+ Units

Large multifamily developments are buildings with 50 or more units. Large developments are primarily located in similar areas to small and medium multifamily developments in the southeastern areas of the City.

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	156	0.4%	379	3.3%
1 bedroom	1,342	3.2%	1,517	13.3%
2 bedrooms	9,197	22.1%	2,378	20.8%
3 or more bedrooms	30,873	74.3%	7,153	62.6%
<i>Total</i>	41,568	100.0%	11,427	100.0%

TABLE 32 – UNIT SIZE BY TENURE

Data Source: 2018-2022 ACS

The size of housing units is generally linked to whether it is owner occupied or renter occupied. Owner occupied units tend to be larger than rental units. Approximately 3.6% of the owner-occupied units have 1-bedroom or less, while 16.6% of rental units are in that group. Concerning larger housing units, 74.3% of owner-occupied units in the City have three or more bedrooms, and 62.6% of renter units are similarly large. While the distribution of housing unit sizes is relatively similar for renter and owner units, it is notable that smaller units are more common for renters and larger units are more common for owners. It is also notable that units with three or more bedrooms are more common for both owners and renters, which is consistent with data presented in the City of Surprise Housing Study which indicates an oversupply of three- and four-bedroom units.

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The City targets primarily low-income households through many of its programs, including its housing acquisition and rehabilitation program, which serves low- to moderate-income (LMI) homeowner and rental households. The City also targets extremely low- and low-income renter households with its Tenant-Based Rental Assistance (TBRA) program, which combines CDBG and HOME funding via the Maricopa County HOME Consortium. Additional information can be found in the Strategic Plan.

In addition to local programs, Maricopa County also has an owner-occupied housing rehabilitation program for LMI households. The Community Action Program (a partnership between Maricopa County, Surprise, and El Mirage) also runs a Rental Assistance Program for residents of Surprise and El Mirage. This program specifically targets low-income households that are at risk of eviction.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

According to the HUD Multifamily Assistance and Section 8 Database, there are no Section 8 developments with contracts in City.

There are five Low-Income Housing Tax Credit (LIHTC) Properties located in Surprise. The affordability period for one property, Fox Hill Run, is expected to end in 2026. This property accounts for 98 units of affordable housing that will likely be lost from the affordable housing inventory during this ConPlan period.

Does the availability of housing units meet the needs of the population?

The existing housing options fall short of meeting the community's needs. As highlighted in the Needs Assessment, many residents face a substantial cost burden, indicating that they struggle to find affordable housing that fits within their budgets. Renters are especially impacted, with a higher likelihood of being cost-burdened compared to homeowners. This data underscores an overall demand for more affordable housing options within the City to better support the population. The City looks to increase the variety of housing options for residents with varying needs, such as elderly, persons with disabilities, and families.

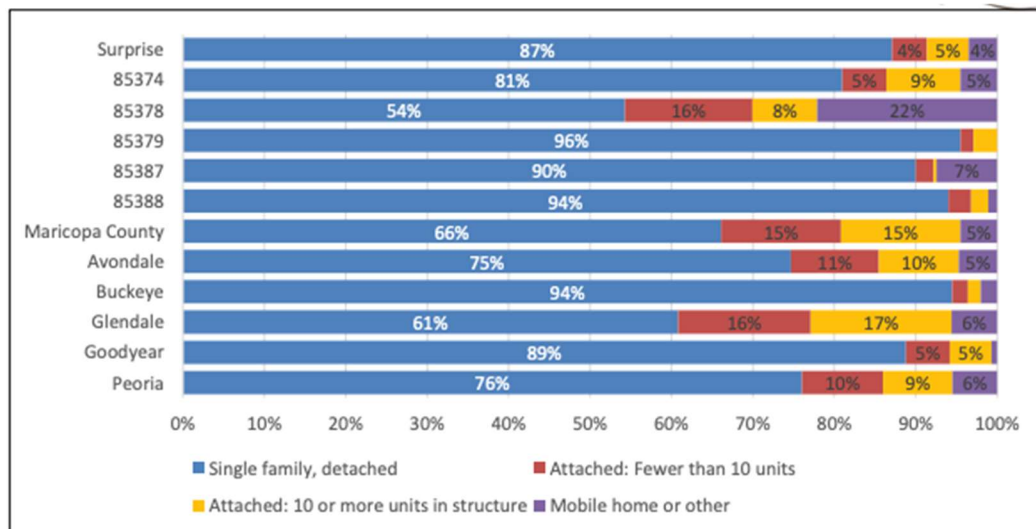
Describe the need for specific types of housing:

The City's limited supply of smaller owner-occupied and renter units (with fewer than two bedrooms) creates challenges for prospective renters and buyers, particularly first-time homeowners and retirees looking to downsize. These units tend to be more affordable and appealing to these groups. When these housing options are unavailable, residents may be forced to move outside the City, rent units that are too large and unaffordable, or settle for substandard housing.

Discussion

The City's 2023 Housing Study notes that 87% of the City's housing stock consists of single-family detached units, as shown in the table below. This claim supports the City's 2040 General Plan goal of the importance

of increasing the diversity of housing stock to attract and retain residents across the income spectrum.



MA-15 HOUSING MARKET ANALYSIS: COST OF HOUSING - 91.210(A)

Introduction

Cost of housing plays a central role in housing demand, as housing units need to be affordable to adequately serve the community. The following section explores housing costs for both homeowners and renters, providing an overview of current home values and rental rates along with recent changes in these costs. Finally, an in-depth analysis examines the affordability of the existing housing stock for residents within the jurisdiction, highlighting areas where needs may not be met.

Cost of Housing

	Base Year: 2012	Most Recent Year: 2022	% Change
Median Home Value	\$189,200	\$352,600	86.4%
Median Contract Rent	\$996	\$1,530	53.6%

TABLE 33 – COST OF HOUSING

Data Source: 2008-2012 ACS (Base Year), 2018-2022 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	110	0.9%
\$500-999	1,249	10.6%
\$1,000-1,499	3,263	27.8%
\$1,500-1,999	4,953	42.2%
\$2,000 or more	2,177	18.5%
<i>Total</i>	11,752	100%

TABLE 34 - RENT PAID

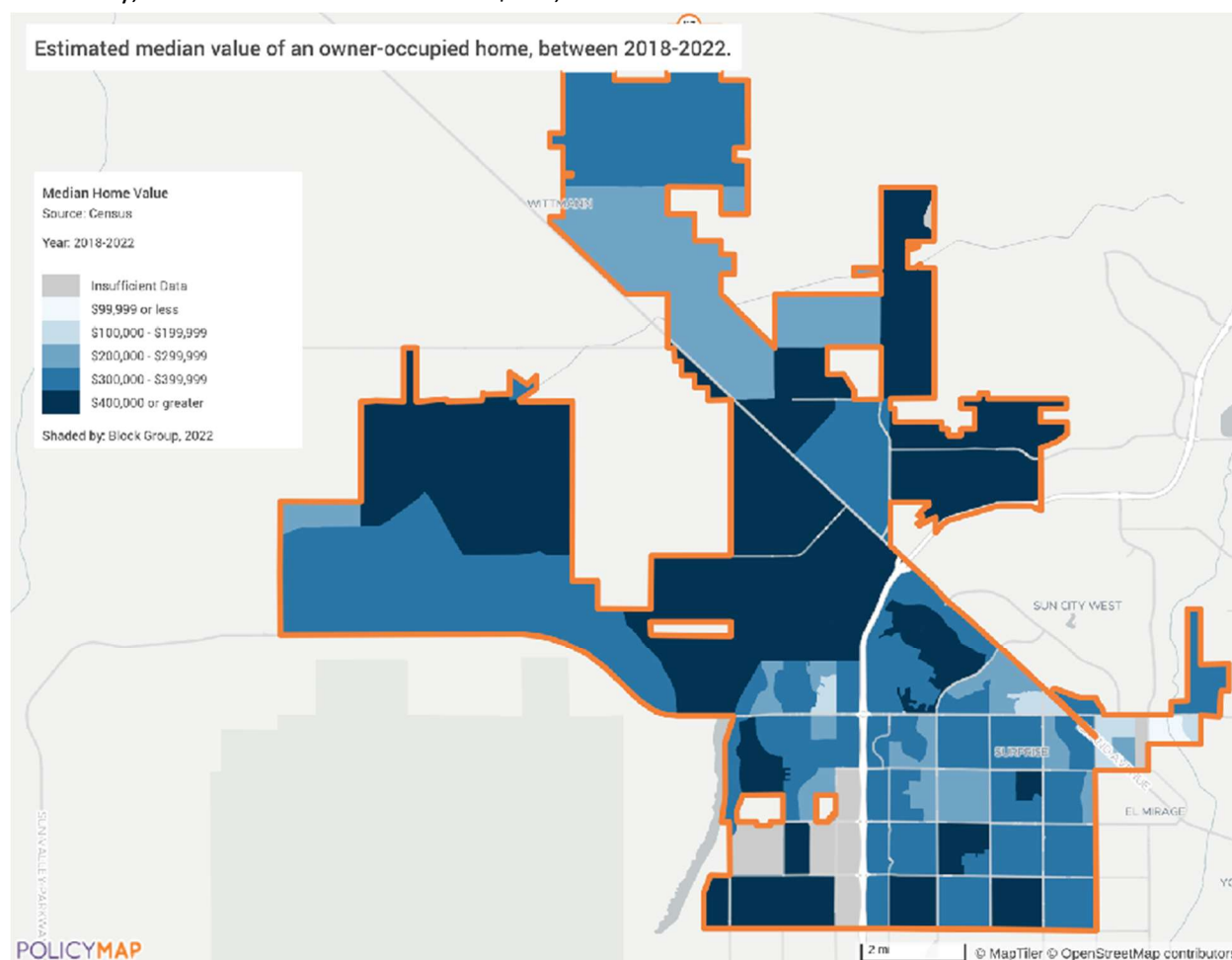
Data Source: 2018-2022 ACS

Housing Costs

Since 2012, the median home value has risen by 86.4%, while rental costs have increased by 53.6% in nominal terms. This rapid growth in housing costs is a significant contributor to the City's affordability challenges. The faster rise in rents compared to home values places first-time homebuyers at a disadvantage, as high rental costs make it harder for them to save for a down payment. The second table shows rent distribution by household, with the largest share (42.1%) of renters paying between \$1,500 and \$1,999 per month. In contrast, only 0.9% of households pay less than \$500 per month in rent. Later in this section, rental rates will be analyzed in greater detail.

Home Values

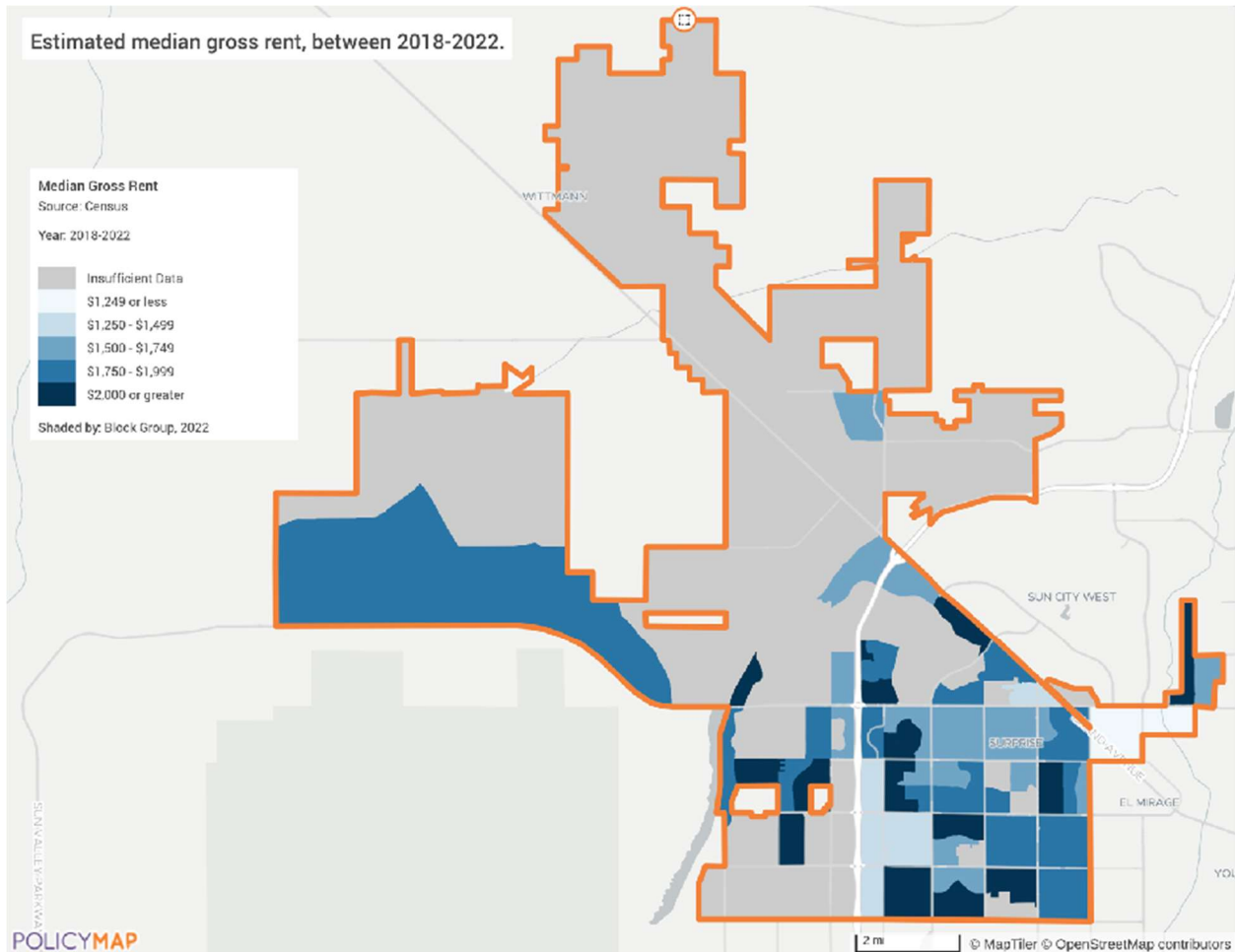
The map below illustrates median home values by census block group throughout the City. Higher home values, represented in dark blue, are dispersed across various areas. In these highlighted tracts, the median home value is \$400,000 or more. In contrast, only a few tracts, primarily in the southeastern part of the City, show median home values of \$200,000 or below.



Median Home Values

Median Rent

The map below highlights median rent by census block group across the City. While data is unavailable for many areas, particularly in the northern parts of the City, several block groups in the southern areas report a median rent of \$2,000 or more. In contrast, block groups with the lowest home values also have the lowest median rents, with monthly costs at or below \$1,249.



Median Rent

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	\$1,460	\$1,599	\$1,877	\$2,541	\$2,890
High HOME Rent	\$1,150	\$1,233	\$1,482	\$1,703	\$1,880
Low HOME Rent	\$900	\$963	\$1,157	\$1,336	\$1,491

TABLE 36 – MONTHLY RENT

Data Source: HUD 2024 FMR and HOME Rents

HOME Rents Limits and Fair Market Rents (FMR)

Fair Market Rents (FMRs) are set by the U.S. Department of Housing and Urban Development and serve as a basis for determining payment standards in various HUD programs. Each year, HUD estimates FMRs for metropolitan areas as defined by the Office of Management and Budget (OMB), as well as for certain HUD-defined subdivisions within those metropolitan areas and each nonmetropolitan county.

HOME Rent Limits, which are also established by HUD, are based on the area median income (AMI) for a region. These limits specify the maximum allowable rent that can be charged for units receiving assistance under the HOME program and apply to all new leases in HOME-assisted rental properties.

FMR represents the highest rent limits, designed to reflect market conditions, with values starting at \$1,460 for an efficiency unit and rising to \$2,890 for a four-bedroom. High HOME Rents are capped significantly lower than FMR to maintain affordability for moderate-income households, ranging from \$1,150 to \$1,880. Low HOME Rents are even stricter, targeting very low-income households, with limits starting at \$900 for efficiencies and peaking at \$1,491 for four-bedroom units. This tiered system ensures varying levels of affordability to accommodate different income groups, with the FMR allowing more market-rate flexibility and the HOME rents ensuring affordability for low and very low-income populations.

Is there sufficient housing for households at all income levels?

The National Low-Income Housing Coalition (NLIHC)'s Out of Reach report provides annual data on the affordability of rental housing across U.S. counties and metropolitan areas. According to the 2024 FMR for the Phoenix-Mesa-Scottsdale Metropolitan Statistical Area (MSA), the FMR for a two-bedroom apartment is \$1,877 per month. In order to afford this rent without paying more than 30% of income on housing, a household must earn approximately \$6,257 per month or \$75,080 annually. This translates to an "Affordable Housing Wage" of \$36.10 per hour, assuming a 40-hour workweek across 52 weeks.

In contrast, the minimum wage in Arizona is \$14.35 per hour. For a minimum-wage worker to afford a two-bedroom apartment at the FMR, they would need to work approximately 101 hours per week, year-round. The monthly rent affordable at minimum wage, based on 30% of income, is only \$746. It is evident that the market does not supply enough units priced at this level to accommodate lower-income households, further exacerbating the housing affordability crisis.

The City currently lacks adequate housing options for residents across all income levels, with affordability being a significant issue, especially for low-income households. Rent and home prices are rising at a faster rate than incomes, placing additional strain on residents. Furthermore, the City's population is growing more rapidly than the available housing stock, intensifying the demand and exacerbating the affordability challenges.

How is affordability of housing likely to change considering changes to home values and/or rents?

Between 2012 and 2022, median home values in Surprise nearly doubled, increasing by 86%, while median gross rents rose by 54%. These substantial increases have placed a significant strain on housing affordability for low-income households. As both home values and rents continue to rise, the ability of low- and moderate-income households to secure affordable housing diminishes, leading to higher rates of housing cost burdens. According to the City's 2023 Housing Study, between 2020 and 2021 Surprise renters became, on average, seven percentage points more likely to experience cost burden. This points to continuously increasing cost burden rates. Given the region's population growth, it is likely that housing affordability challenges will persist, with continued pressure on both the owner-occupied and rental housing markets.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

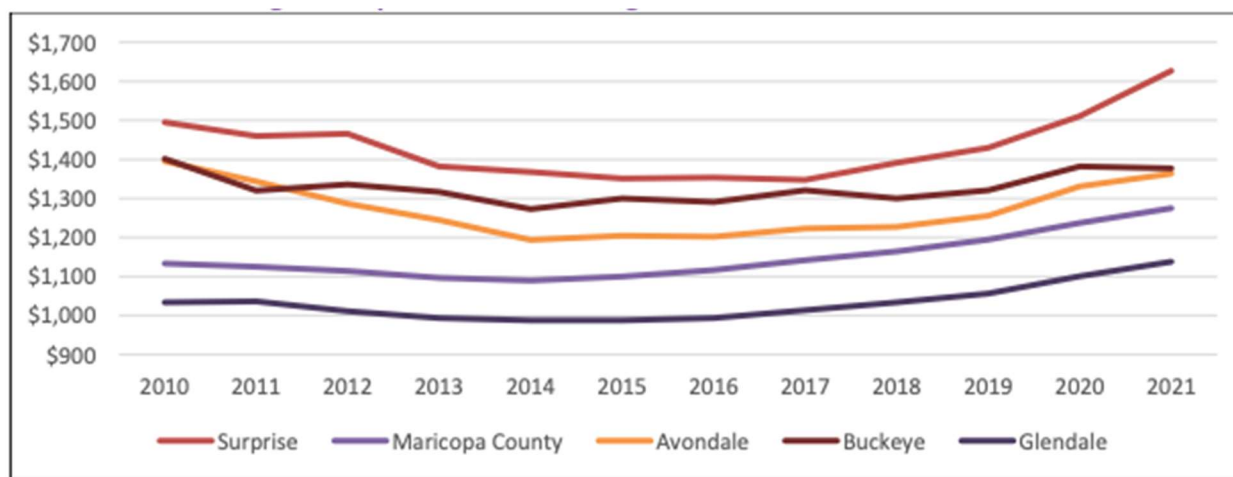
In Surprise, the median contract rent is \$1,530, with approximately 42% of renters paying between \$1,500 and \$1,999 per month. The Area Median Rent falls between the cost of a two-bedroom and three-bedroom unit under the High HOME Rent limits. It is also positioned between the cost of an efficiency and a one-bedroom unit for the Fair Market Rent (FMR), and more than a four-bedroom unit for the Low HOME Rent limits. This comparison highlights the affordability challenges faced by many renters in Surprise, especially as median rents continue to rise.

The significant gap between FMRs, HOME rents, and the actual cost of renting in the private market underscores the need for targeted affordable housing strategies. Producing and preserving affordable housing, particularly for low-income and extremely low-income households, is essential to addressing the

housing crisis. The City's affordable housing strategy must prioritize increasing the supply of rental units affordable to households earning below 80% AMI, while also working to preserve existing affordable housing stock to prevent further displacement.

Discussion

The City of Surprise's 2023 Housing Study presents several data points that support the findings of this Consolidated Plan. The 2023 Housing Study found that median gross rent increased by 17% in the city between 2018 and 2021, as presented in the table below. Rents have increased faster in Surprise than in other cities in the region.



The Housing Study also identifies the city's housing gaps based on affordability tiers. Data presented in table below, pulled from the 2023 Housing Study, indicates that Surprise has significant deficits of available rental units for households in the two lowest income tiers (\$0 – \$39,499). This supports the claim presented in this section that there is a need for targeted affordable housing strategies to close the gap in affordable units for low-income renters.

Affordability Tier	Renter Demand	Unit Supply	Gap
Affordable I (\$0-\$23,699)	1,592	793	(799)
Affordable (\$23,700-\$39,499)	1,709	1,076	(633)
Affordable (\$39,500-\$63,199)	2,932	4,114	1182
Workforce (\$63,200-\$94,799)	3,204	5,339	2,135
Market Rate (\$94,800-\$157,999)	2,089	908	(1,181)
Luxury (\$158,000+)	792	88	(704)

MA-20 HOUSING MARKET ANALYSIS: CONDITION OF HOUSING – 91.210(A)

Introduction

The tables and maps in this section provide details on the condition of housing units in the City by looking at factors such as age, vacancy, and the prevalence of housing problems.

As defined by HUD, the four housing problems are:

1. a home which lacks complete or adequate kitchen facilities
2. a home which lacks complete or adequate plumbing facilities
3. a home which is overcrowded (having more than one person per room)
4. a household that is cost burdened (paying 30% or more of their income towards housing costs)

Definitions

For the purposes of this plan, units are in “standard condition” when the unit is in compliance with the local building code, which is based on the International Building Code.

The definition of substandard housing is a housing unit with one or more serious code violations. For the purposes of this analysis, the lack of a complete plumbing or a complete kitchen will also serve as an indicator of substandard housing.

Units are in “substandard condition but suitable for rehabilitation” when the unit is out of compliance with one or more code violations, and it is both financially and structurally feasible to rehabilitate the unit.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	8,109	19.5%	5,239	45.9%
With two selected Conditions	111	0.3%	678	5.9%
With three selected Conditions	26	0.1%	0	0.0%
With four selected Conditions	0	0.0%	0	0.0%
No selected Conditions	33,322	80.1%	5,510	48.2%
<i>Total</i>	41,568	100%	11,427	100%

TABLE 37 - CONDITION OF UNITS

Data Source: 2018-2022 ACS

Housing Conditions

The table above shows the number of owner and renter households with at least one housing issue and those with no housing issues. More than nineteen percent of all owner-occupied units have at least one housing problem, while almost 46% of renter households experience at least one issue. Instances of households facing multiple housing problems are relatively rare. When considering the affordability statistics discussed in NA-10, it is clear that the primary housing challenge for most households is cost burden.

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	30,235	72.7%	8,232	72.0%
1980-1999	10,008	24.1%	2,766	24.2%
1950-1979	1,156	2.8%	414	3.6%
Before 1950	169	0.4%	15	0.1%
<i>Total</i>	41,568	100%	11,427	100%

TABLE 38 – YEAR UNIT BUILT

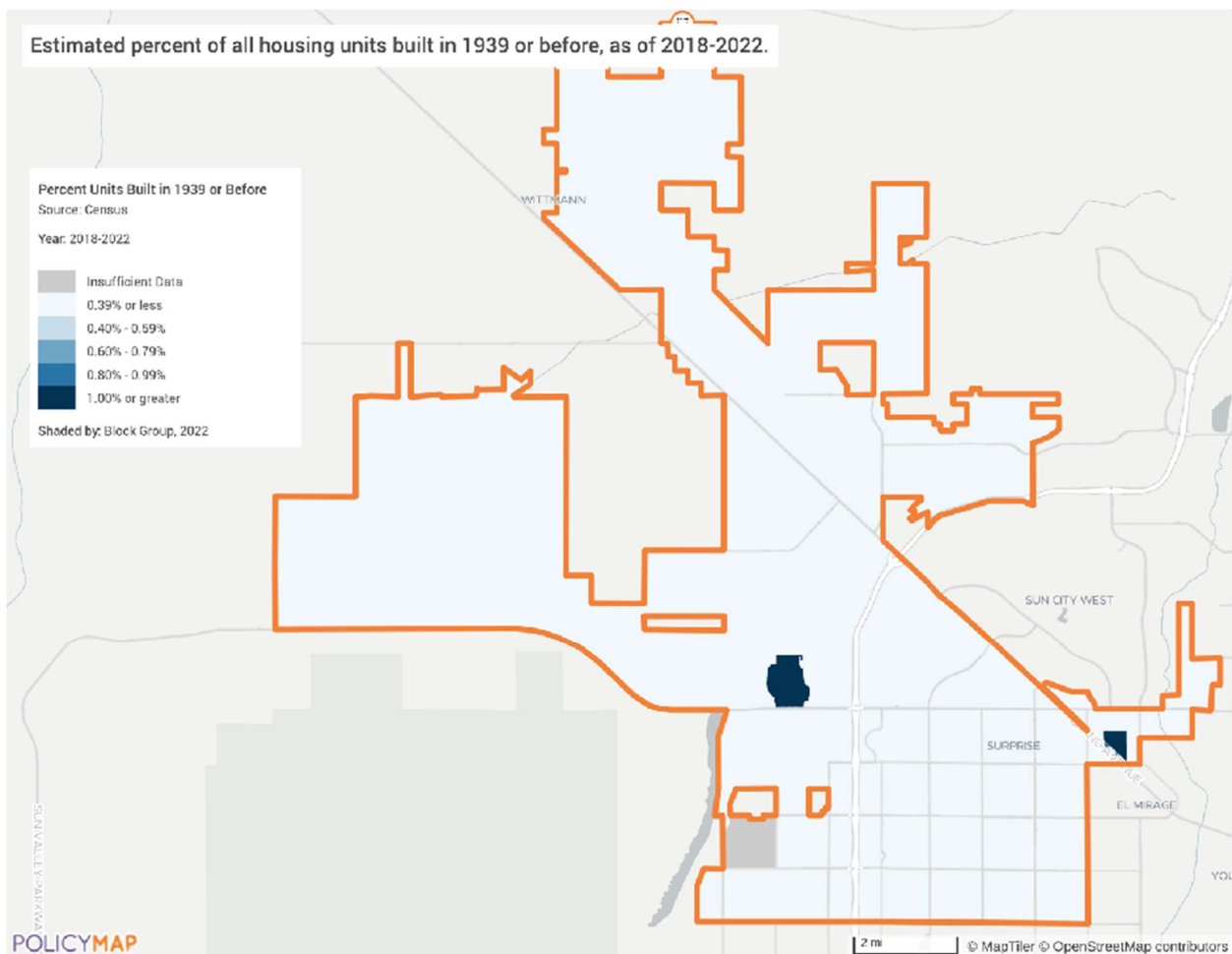
Data Source: 2018-2022 ACS

YEAR UNIT BUILT

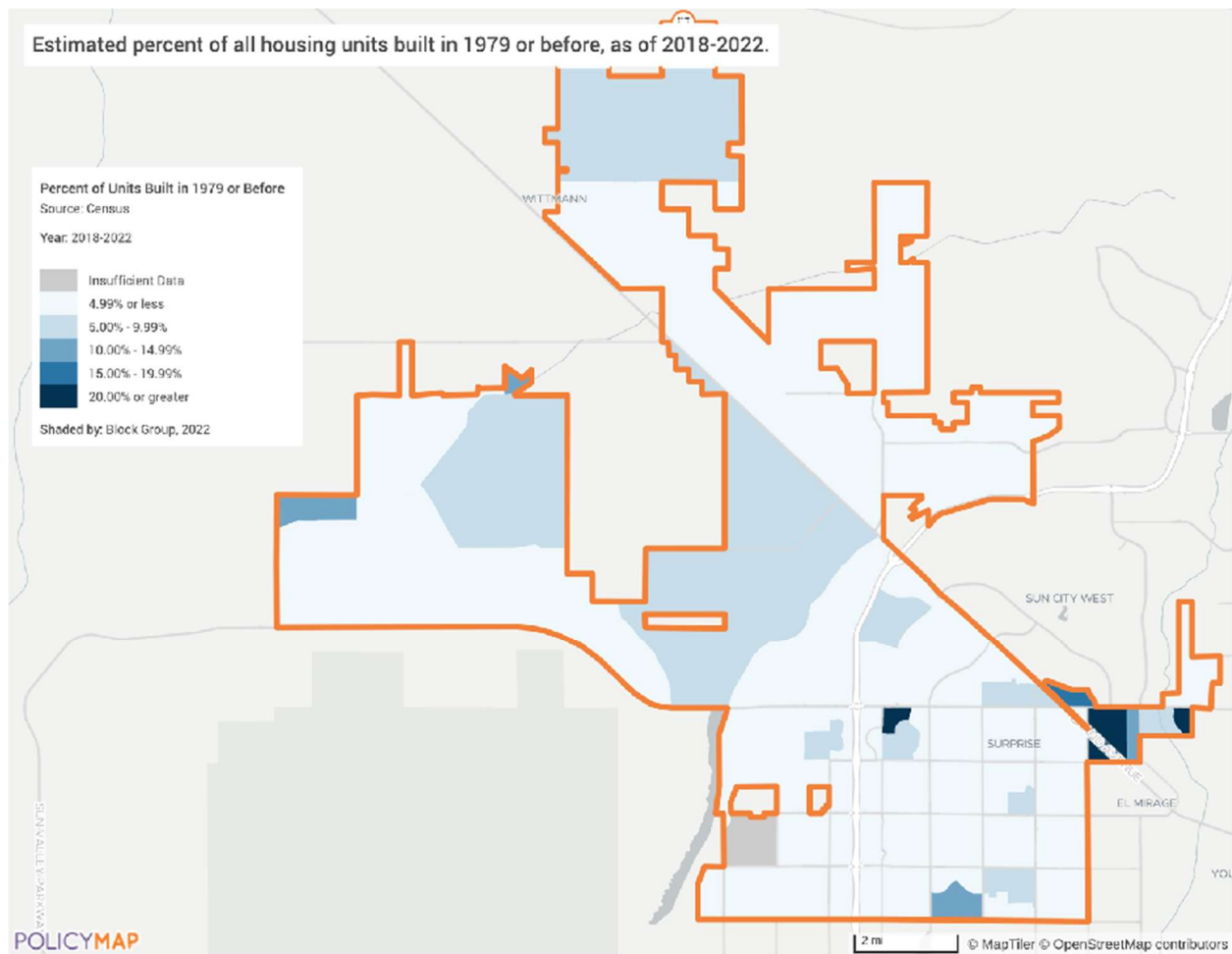
Only about 3% of owner-occupied units and about 4% of rental units were built prior to 1980. These homes have a risk of lead-based paint and may require additional support to ensure a safe living environment, particularly for children. This amounts to just 1,754 units total, most of which are owner-occupied. The City experienced significant growth in the 1990s and 2000s, and therefore most of the housing stock does not have a risk of lead-based paint.

AGE OF HOUSING

The maps below depict the prevalence of older housing units in the City. As noted, older housing stock is relatively uncommon in the City. The first map identifies the percentage of rental units built prior to 1940 while the second map depicts rental units built prior to 1980. Both maps indicate smaller prevalence of older housing stock with no concentrations of old housing units in the City.



Housing Built Before 1940



Housing Built Before 1980

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	1,325	3%	429	4%
Housing Units build before 1980 with children present				

TABLE 39 – RISK OF LEAD-BASED PAINT

Data Source: 2018-2022 ACS (Total Units) 2018-2022 CHAS (Units with Children present)

As mentioned previously, any housing unit built prior to 1980 may contain lead-based paint (LBP) in portions of the home. The most common locations are window and door frames, walls, and ceilings, and in some cases throughout the entire home. Thus, it is generally accepted that these homes at least have a risk of LBP hazards and should be tested in accordance with HUD standards. Within the City there are 1,754 housing units built before 1980.

Vacant Units

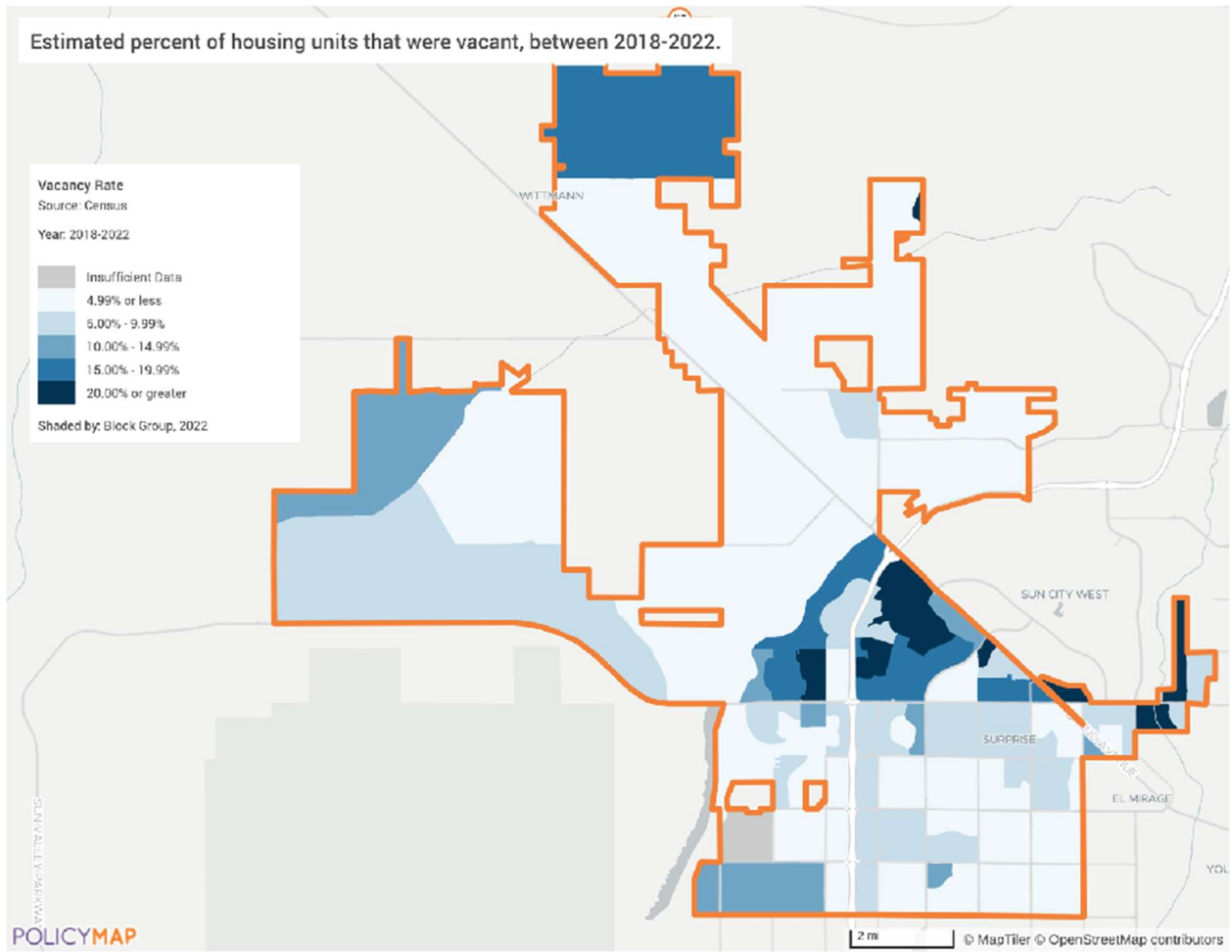
	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

TABLE 40 - VACANT UNITS

Data Source: The City does not have data for vacant units in the City. The ACS data reports on the total number of vacant units in does not distinguish between suitable or nor suitable for rehab or if they were abandoned, REO properties or abandoned REO properties.

The city's 2023 Housing Study highlighted that Surprise has an unusually high percentage of vacant homes. It was reported that 11% of the city's housing units are categorized as vacant, compared to neighboring cities' rates, which range from 5% to 7%.

Vacancy



Vacancy Rate

Need for Owner and Rental Rehabilitation

Within the City there is a continued need for rehabilitation for both homeowners and renters. High rates of cost burden for homeowners can lead to deferred maintenance of properties and the need for essential rehabilitation to maintain the housing stock. While there are a limited number of homes in the City built prior to 1980 that have a potential lead-based paint hazard, there is still a need for rehabilitation of the existing older units. This is a particular concern for low-income households that lack the resources to properly rehabilitate their homes to address the presence of lead-based paint. The City utilizes CDBG funding for a low-income homeowner rehabilitation program. Additional information can be found in the Strategic Plan.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

To estimate the number of housing units in Surprise that may contain LBP hazards, this report assumes that homes built before 1980 are evenly distributed across income categories due to the lack of local data on this subject. Based on the assumption that approximately 45% of households in Surprise are classified as low- or moderate-income (LMI), and that there are 1,754 households built prior to 1980, we estimate that approximately 790 households are LMI and may contain a lead-based paint hazard.

Discussion

MA-25 PUBLIC AND ASSISTED HOUSING – 91.210(B)

Introduction

The City of Surprise is within the service area of the Housing Authority of Maricopa County (HAMC). HAMC is the public housing authority for the region and its mission is to improve the quality of life and strengthen communities by developing and sustaining housing programs in the region. HAMC manages a robust Housing Choice Voucher (HCV) program which is open to City of Surprise residents. While HAMC does not operate traditional public housing, they are committed to providing housing to all in need of a place to call home.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	-	-	0	1,773	253	1520	5	29	59
# of accessible units	-	-	-	-	-	-	-	-	-

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

TABLE 41 – TOTAL NUMBER OF UNITS BY PROGRAM TYPE

Data Source: 2024 PIC (PIH Information Center)

Data Comments: Surprise, AZ

Describe the supply of public housing developments:

The City of Surprise is home to several Low-Income Housing Tax Credit (LIHTC) properties, which are open to low-income families. These properties are concentrated in the southeastern corner of the City. Additionally, while there are few households in Surprise that participate in HAMC's HCV program, those that do are concentrated in the same southeastern corner of the city where a majority of the LIHTC properties are located.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

There are no public housing units in the City of Surprise.

Public Housing Condition

Public Housing Development	Average Inspection Score
NA	NA

TABLE 42 - PUBLIC HOUSING CONDITION

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

There are no public housing units in the City of Surprise.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

There are no public housing units in the City of Surprise.

Discussion:

There are no public housing units in the City of Surprise.

MA-30 HOMELESS FACILITIES AND SERVICES – 91.210(c)

Introduction

The City is part of the Maricopa Regional Continuum of Care and collaborates with the County and its partners in addressing homelessness. Surprise participates in the annual Point-In-Time (PIT) Count to determine the number of people experiencing homelessness in Maricopa County during a given point in time. In 2024, the PIT Count was conducted on January 23, 2024. While homelessness in Surprise is somewhat limited, there is still a need to address the needs of persons experiencing homelessness in the City.

The following section will provide a discussion and analysis of homeless facilities and services that are available to those who are in need in the region. Within the City there are approximately 52 emergency shelter beds, most of which are year-round beds as well as nearly 64 transitional beds. In addition to beds, this section describes the supportive services available in the City.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)					
Households with Only Adults					
Chronically Homeless Households					
Veterans					
Unaccompanied Youth					

TABLE 43 - FACILITIES AND HOUSING TARGETED TO HOMELESS HOUSEHOLDS

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

The City works with the CoC to connect services to address homelessness within the City. There are a variety of services aimed at alleviating the challenges associated with homelessness. These services are diverse, covering workforce development, rental assistance, utility subsidies, mental health services, and others. These services work together and complement each other to provide access to residents at all levels of need. Services located in Surprise include:

- Adelante Healthcare – provides basic healthcare services, dental care, behavioral health services, and more to Surprise residents.
- HomeBase Surprise – operated by Native American Connections, provides youth programming including education support, employment programming, shelter, and transitional housing.
- Surprise Resource Center – provides individuals, families, and veterans, as well as others with special needs in Surprise with connections to services that include everything from rent and utility assistance to employment support to food and nutrition resources.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The services listed previously that are located in Surprise help to meet the needs of homeless persons as well as connect them to mainstream services. Many additional services are available in Maricopa County to meet the needs of homeless persons, particularly people who are chronically homeless.

- Community Bridges, Inc. – Provides shelter and outreach as well as mental health treatment, substance use treatment, physical health treatment, counseling, outreach, crisis stabilization services.
- Circle the City – Operates multiple programs, including two outpatient clinics and mobile medical units, providing primary care, preventive services, and behavioral health sessions.
- Central Arizona Shelter Services (CASS) – provides case management and vocational training through facilities like the Norton and Ramsey Social Justice Empowerment Center to address barriers to employment and housing in addition to emergency shelter and transitional housing beds.
- Hand in Hand Street Outreach – provides connection to services for housing, food assistance, healthcare, and transportation.
- UMOM New Day Centers – provides emergency shelter, rapid rehousing, permanent supportive services, and employment services for families experiencing homelessness.

- West Valley Housing Assistance Center – provides 28 beds of transitional housing in apartment style living for families experiencing homelessness.
- The HomeBase Surprise (Native American Connections) – provides 40 beds of emergency housing for young adults (18-24 years old) who are experiencing homelessness.
- Surprise Bridge Housing (Native American Connections) – provides 36 beds of transitional housing for families or individuals experiencing homelessness.
- I-Help Program – Collaborates with faith-based facilities to provide 12 beds of emergency housing at rotating locations each night.
- First Things First Northwest Maricopa Regional Partnership Council - The First Things First Northwest Maricopa Regional Partnership Council funds family resource centers to provide families with the information, services and support they need to help their children achieve their fullest potential. Family resource centers are community hubs that provide flexible, family-focused and culturally-responsive information, resources, referrals to services and parenting activities covering a wide range of topics, connecting families to the information, resources and services they need to support their child's optimal health and development.

MA-35 SPECIAL NEEDS FACILITIES AND SERVICES – 91.210(d)

Introduction

The following section reviews the resources available to the populations identified in NA-45. The City has made considerable efforts to provide these populations with essential resources, partnering with nonprofit organizations and healthcare providers to optimize resource distribution. Despite these efforts, a substantial need for additional support remains.

The City's 2040 General Plan includes efforts to support special needs populations, and to "responsibly serve those residents needing special housing arrangements, such as the elderly, people with physical and emotional disabilities, the homeless, and individuals requiring group or foster care."

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly/Frail Elderly: Supportive housing needs for this population are diverse and heavily influenced by the health and mobility of each individual. As people age, they often face increased health challenges, making access to healthcare professionals and adaptable housing essential components of supportive housing. Helping residents maintain independence and remain in their homes as long as they choose is a priority, with modifications to homes providing safety and ease of movement. Given the seasonal risks of hurricanes and flooding, it is also crucial to maintain accessible emergency shelters, an effective communication system to alert residents, and reliable transportation for evacuations.

Mental and Physical Disabilities: Individuals with disabilities experience many of the same housing challenges as the general population, but they also have unique needs related to their circumstances. Often reliant on fixed incomes, individuals with disabilities face limited housing options. Those with greater independence can often access subsidized housing, but those requiring more support or specialized accommodations have fewer choices. Many adults with disabilities continue to live with family members, placing an additional financial strain on these households.

Natural disasters pose additional challenges, as residents with disabilities may require specific support for safe sheltering and evacuation. To address this, it is essential for emergency procedures to include accessible resources and protocols. Across all housing situations, a common need for individuals with disabilities is ongoing support services tailored to their specific levels of capability.

Alcohol and/or Drug Addiction: Individuals facing addiction often need stable housing options that offer a safe, sober environment for recovery. For successful rehabilitation, they also require a strong network

of support services, including access to healthcare, support groups, job assistance, and connection with family and friends. Emergency shelters with sober environments and staff trained in addiction recovery can provide critical immediate support. Furthermore, detoxification facilities are essential for those in the early stages of addiction recovery, helping individuals safely begin their path to sobriety with professional guidance.

HIV/AIDS: Medical and social support are essential for residents living with HIV/AIDS, as specialized care remains important despite significant advances in treatment. Proximity to family, friends, and medical facilities can make a profound difference in the well-being of these individuals. In the event of flooding, severe weather, or a similar disaster, it is critical that emergency facilities are equipped to support those undergoing HIV/AIDS treatment, ensuring continuity of care. The Needs Assessment data, however, reveals a considerable gap in available resources and support, highlighting a pressing need for additional services and infrastructure in the region.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

In Maricopa County, several programs exist to assist persons returning from mental and physical health institutions to receive appropriate supportive housing. The state of Arizona's Medicaid program, Arizona Health Care Cost Containment System (AHCCCS), collaborates with behavioral healthcare providers to connect people in existing health institutions with housing and services, particularly permanent supportive housing. Community Bridges, Inc. also provides coordination services to assist persons transitioning from institutions and to connect them to stable housing.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City will support individuals with special needs who are not homeless by providing targeted housing and supportive services. Key initiatives include fostering and maintaining affordable housing and providing services and support such as Tenant-Based Rental Assistance (TBRA) to promote stability and reduce the risk of homelessness. Specific needs of the special needs population will be addressed through public services funded by the Community Development Block Grant (CDBG) program. These initiatives are designed to enhance the quality of life, independence, and well-being of individuals with unique challenges in the community. These efforts are strategically aligned with the city's five-year goals as outlined in the Action Plan. Key goals include:

1. Affordable Housing
3. Public Services

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Not applicable.

MA-40 BARRIERS TO AFFORDABLE HOUSING – 91.210(E)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Maricopa County's most recently completed Analysis of Impediments to Fair Housing Choice identified the following impediments for the City of Surprise:

1. Lack of Rental and Missing Middle Housing.

The city has significantly fewer multi-family housing options than the Maricopa County average. In 2020, only 8.0% of the city's housing stock was multi-family housing compared to 20.9% in the Maricopa Consortium. More than 85% of the city's housing stock are single family detached homes according to the 2018 – 2022 American Community Survey estimates. Consequently, Surprise has the largest amount of missing middle housing among Maricopa HOME Consortium communities.

2. Need for Additional Partnerships.

There is a need to leverage resources and develop partnerships to help create new affordable housing units.

3. Limitation on Residential Density.

The city of Surprise residential density is impacted by the city's proximity to the Luke Air Force Base high noise and accidental potential zone graduated density concept. Residential land within 30,000 feet of the Luke Air Force Base runway is proposed to be limited to no more than two units per acre within one-half mile of the runaway and graduated to no more than six units per acre within 30,000 feet of the runway.

MA-45 NON-HOUSING COMMUNITY DEVELOPMENT ASSETS – 91.215 (F)

Introduction

This section provides insight into the non-housing assets within the community. In particular, economic activity and education levels are addressed. These are used to identify any areas of concern or sectors to reinforce support.

The City's 2040 General Plan includes economic development considerations and emphasizes the importance of attracting businesses to increase the diversity of job types in the City: "An expansion of diverse job types also serves as a catalyst and complement to yielding a wide array of housing choices and amenities offered to the residents and employees in Surprise."

Economic Development Market Analysis – Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	314	1	1%	0%	-1%
Arts, Entertainment, Accommodations	5,160	4,055	9%	16%	8%
Construction	3,751	961	6%	4%	-2%
Education and Health Care Services	14,289	7,420	24%	30%	6%
Finance, Insurance, and Real Estate	6,279	1,527	11%	6%	-4%
Information	1,083	240	2%	1%	-1%
Manufacturing	3,784	760	6%	3%	-3%
Other Services	2,860	1,148	5%	5%	0%
Professional, Scientific, Management Services	5,352	1,292	9%	5%	-4%
Public Administration	3,213	1,206	5%	5%	-1%
Retail Trade	9,057	5,366	15%	22%	7%
Transportation and Warehousing	3,275	232	5%	1%	-5%
Wholesale Trade	1,132	438	2%	2%	0%
Total	59,549	24,646	100%	100%	--

TABLE 45 - BUSINESS ACTIVITY

Data Source: 2017-2021 ACS (Workers), 2021 Longitudinal Employer-Household Dynamics (Jobs)

The table above highlights the distribution of workers and jobs by sector, revealing a significant imbalance in the local labor market. With more than twice as many workers as jobs in Surprise, there is an overall job deficit of nearly 35,000. The Education and Healthcare Services sector is the largest, employing 14,289 workers, which constitutes 24% of the workforce. However, the City offers only 7,420 jobs in this sector, suggesting that many workers in Education and Healthcare must commute outside the City for employment. Addressing this discrepancy could reduce commuting burdens and bolster the local economy by creating more jobs within the City limits.

Labor Force

Total Population in the Civilian Labor Force	64,974
Civilian Employed Population 16 years and over	61,988
Unemployment Rate	4.6%
Unemployment Rate for Ages 16-24	11.5%
Unemployment Rate for Ages 25-65	3.6%

TABLE 46 - LABOR FORCE

Data Source: 2018-2022 ACS

To analyze the unemployment rate in the City for this report, two primary sources were used, each offering unique advantages and limitations. When combined, they provide a comprehensive understanding of unemployment trends.

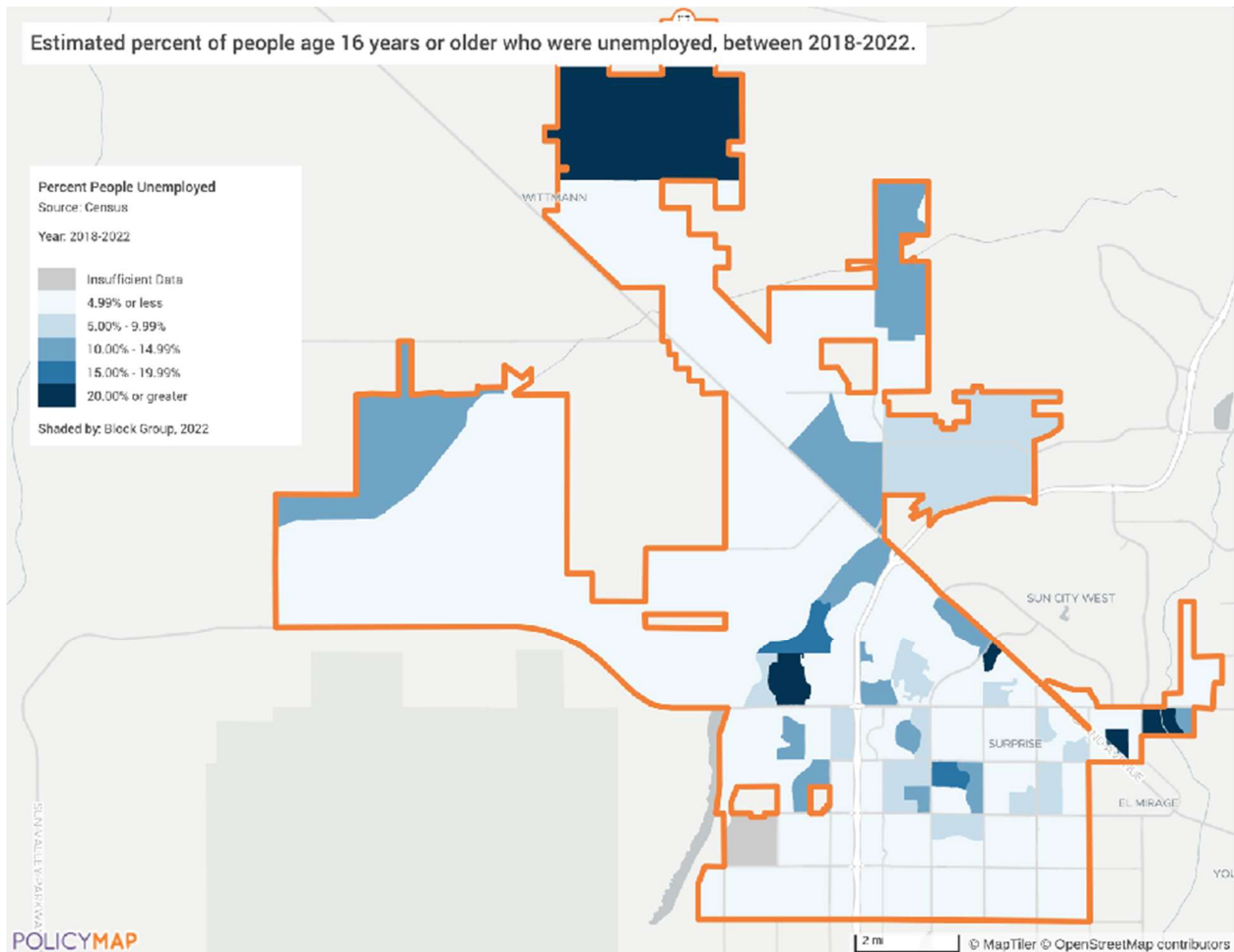
The first source is the U.S. Census Bureau's American Community Survey (ACS) 5-Year Estimates. This data, while valuable for its granularity, represents an average over five years, with the most recent data available from 2022. This averaging can obscure recent employment trends. However, its strength lies in providing unemployment data at the census tract level, enabling the identification of areas with disproportionately high unemployment rates.

The second source is the Bureau of Labor Statistics (BLS), which offers updated monthly data. This allows for real-time tracking of employment trends at the City level, capturing shifts in the labor market more accurately than the ACS. However, unlike the ACS, the BLS data lacks geographic specificity at the census

tract level and therefore cannot pinpoint areas within the City where unemployment is most concentrated. Together, these sources provide a dual perspective: the ACS offers a spatial analysis of unemployment across the City, while the BLS provides a temporal view of how unemployment changes over time. Combining these approaches allows for a more nuanced understanding of unemployment in the City.

In the City, most tracts have a relatively low unemployment rate, below 5%. However, there are tracts scattered throughout the City with higher rates of unemployment, though there are no major concentrations. In the map below, tracts shaded in the darkest blue have an unemployment rate of 20% or higher.

Unemployment Rate



Percent of People Unemployed

Using data for the last 10 years from the Bureau of Labor Statistics it is clear that unemployment fell substantially between 2012 and 2019, spiked in 2020, and then it fell to below 2017 levels. This is due in large part to the global pandemic. The table below shows the unemployment rate in June of each of the years listed, to represent a snapshot of how the rate has changed over the years. It is notable that the unemployment rate can fluctuate significantly over the course of a year.

2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
8.5	8.2	6.9	6.1	5.4	4.7	4.9	5.1	9.6	5.8	4.3

In 2023, the unemployment rate stayed static throughout the year, with a slight increase in August and September. It ended the year just 0.4% higher than the rate in January.

<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
3.5	3.5	3.5	3.5	3.7	4.1	4.2	4.3	4.3	4.2	3.9	3.9

Occupations by Sector	Number of People
Management, business and financial	24,738
Farming, fisheries and forestry occupations	66
Service	9,482
Sales and office	17,152
Construction, extraction, maintenance and repair	4,084
Production, transportation and material moving	6,466

TABLE 47 – OCCUPATIONS BY SECTOR

Data Source: 2018-2022 ACS

The above table analyzes occupations by sector, focusing on the types of jobs available within each sector rather than the prevalence of sectors overall, as shown in the earlier table. This distinction highlights the roles individuals hold, rather than the industries they work in. For example, a fast-food restaurant manager and a logging company manager are both categorized under Management, Business, and Financial in this table, whereas in the earlier table, they would be grouped separately by industry type. This approach offers a different perspective, emphasizing the functional roles across all sectors rather than the industries themselves.

In the City, the most prominent occupation category is Management, Business, and Financial, employing 24,738 people. The second largest category is Sales and Office, with 17,152 individuals employed, followed by the Service sector, which employs 9,482 people. This breakdown provides insight into the types of roles that dominate the local workforce, reflecting the diversity and concentration of occupational opportunities available in the community.

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	27,125	51.6%
30-59 Minutes	18,714	35.6%

119

Travel Time	Number	Percentage
60 or More Minutes	6,729	12.8%
<i>Total</i>	52,568	100%

TABLE 48 - TRAVEL TIME

Data Source: 2018-2022 ACS

Residents generally prefer living in the same city as their workplace whenever possible. Shorter commutes are linked to higher life satisfaction, reduced stress levels, and lower rates of obesity, anxiety, and depression. They also decrease exposure to pollutants, particularly when compared to longer commutes by car. Commuters who walk or cycle to work often experience even greater health and wellness benefits. In Surprise, however, nearly half of residents face commutes of over 30 minutes each day, underscoring the challenges of balancing affordable housing with proximity to employment opportunities.

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	3,044	131	1231
High school graduate (includes equivalency)	12,013	852	3704
Some college or Associate's degree	19,546	750	5197
Bachelor's degree or higher	15,833	630	3,111

TABLE 49 - EDUCATIONAL ATTAINMENT BY EMPLOYMENT STATUS

Data Source: 2018-2022 ACS

Educational attainment is a strong predictor of economic success, influencing both job opportunities and earning potential. In Surprise, residents with a high school diploma experience an unemployment rate of 7%, compared to just 4% for those holding a bachelor's degree or higher. Additionally, workforce

participation rates increase with education levels. Approximately 28% of residents without a high school diploma are not in the labor force, significantly higher than the 16% of residents with bachelor's degrees. These trends highlight the importance of education in improving employment outcomes and economic stability for the community.

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	155	281	201	627	694
9th to 12th grade, no diploma	1,032	614	804	1,840	1,185
High school graduate, GED, or alternative	4,642	3,637	3,752	9,000	8,141
Some college, no degree	3,000	3,893	4,154	9,538	8,704
Associate's degree	1101	1,969	2,604	3,696	3,095
Bachelor's degree	790	3,424	4,187	5,967	6,363
Graduate or professional degree	0	968	2,197	2,950	4,679

TABLE 50 - EDUCATIONAL ATTAINMENT BY AGE

Data Source: 2018-2022 ACS

In Surprise, 1,958 residents have less than a 9th-grade education, with the majority being over the age of 45. Additionally, 5,475 residents have completed 9th grade but did not earn a high school diploma. As previously noted, educational attainment is strongly linked to employment opportunities. Without a high school diploma or equivalent, these residents are at a significant disadvantage when seeking stable employment, which can impact their economic stability and quality of life.

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	\$40,820
High school graduate (includes equivalency)	\$42,699
Some college or Associate's degree	\$51,693
Bachelor's degree	\$59,056
Graduate or professional degree	\$69,594

TABLE 51 – MEDIAN EARNINGS IN THE PAST 12 MONTHS

As previously noted, educational attainment and earnings are closely connected, with higher education levels often leading to significantly greater lifetime earnings. For example, based on the median earnings in Table 51, a high school graduate working from age 18 to 65 is estimated to earn approximately \$2,006,853 over their career. In contrast, an individual with a bachelor's degree, working from age 23 to 65, is projected to earn \$2,480,352.

This income difference of nearly \$474,000 over a lifetime represents more than just added earnings—it also highlights the broader financial advantages tied to higher education. Jobs requiring a bachelor's degree or higher are more likely to offer benefits such as health insurance and retirement plans. Furthermore, higher incomes can enable individuals to invest, purchase homes instead of renting, and participate in other wealth-building activities, leading to significant long-term financial security and stability.

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to the Business Activity table (Table 45 above), the Education and Health Care Services sector provides the highest percentage of all jobs in the City with 30% of all jobs coming from the sector. This is also the largest employer in the City, with 24% of all employees working in the Education and Health Care Services sector.

Describe the workforce and infrastructure needs of the business community:

Local residents and stakeholders emphasized the need for upgrades to the public transportation system, along with targeted efforts to support small businesses, workforce development, and other economic initiatives that enhance economic opportunity within the City. A well-connected and efficient public transportation system is essential for expanding access to jobs, educational resources, and essential services, enabling residents to participate more fully in the local economy. Similarly, investments in small business support and workforce development create pathways for economic growth.

There is a need for a job market that matches the workforce in the City. Specifically, there is a high demand for local jobs in the three largest sectors: Education and Health Care Services, Retail Trade, and Arts, Entertainment, and Accommodations. There is a need for increased investment in businesses in the City to bring jobs closer to residents.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City is not currently expecting any major changes that would have a significant economic impact.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

As discussed earlier in this section, there are approximately 59,549 workers and only 24,646 jobs in the City. The largest disconnect is the Professional, Scientific, Management services with a need for nearly 7,000 jobs. This is an opportunity to provide incentives to businesses considering moving into the area to help match the workforce with employers' needs.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Surprise Resource Center, which provides a central location for connection to services, works with Arizona@Work Maricopa County to provide locally tailored recruitment, training, and retention solutions for employers, alongside comprehensive workforce readiness services to help job seekers enhance their employability and secure employment opportunities. They provide career counseling, job matching, apprenticeship programs, and more to help connect workers to jobs.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Not applicable.

Discussion

MA-50 NEEDS AND MARKET ANALYSIS DISCUSSION

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

HUD defines four key housing problems: cost burden, overcrowding, incomplete plumbing facilities, and incomplete kitchen facilities. Census tracts with two or more of these issues at rates significantly higher than the City average are considered areas of concentration. For this analysis, "substantially higher" is defined as 10% or more above the City's average rate, based on HUD standards outlined in the Needs Assessment. To offer a more detailed perspective, cost burden has been analyzed separately for renters and homeowners, recognizing the distinct challenges faced by each group in accessing affordable, adequate housing.

Citywide Rate:

- Overcrowding: 2.8%
- Lack of Complete Plumbing Facilities: 0.1%
- Lack of Complete Kitchen Facilities: 0.6%
- Renter Cost Burden: 53.4%
- Homeowners Cost Burden: 19.1%

Substantial Rate:

- Overcrowding: 12.8%
 - No areas of concentration
- Lack of Complete Plumbing Facilities: 10.1%
 - No areas of concentration
- Lack of Complete Kitchen Facilities: 10.6%
 - No areas of concentration
- Renter Cost Burden: 63.4%
 - Tract 04013040540 – 73.9%
 - Tract 04013040525 – 65.0%
 - Tract 04013040529 – 66.5%
 - Tract 04013040531 – 74.8%
 - Tract 04013061026 – 66.6%
 - Tract 04013061060 – 64.7%
 - Tract 04013061034 – 64.0%
- Homeowner Cost Burden: 29.1%
 - Tract 04013060801 – 29.9%
 - Tract 04013040539 – 30.5%
 - Tract 04013040525 – 32.6%
 - Tract 04013040541 – 37.6%

There are no tracts with a concentration of multiple housing problems.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Race/Ethnicity

For the purposes of this analysis, a concentration is any census tract where the racial or ethnic minority group makes up 10% more than the City average.

Citywide Rate

- Asian, non-Hispanic: 2.4%
- Black or African American, non-Hispanic: 5.0%
- Multiracial, non-Hispanic: 4.2%
- Hispanic, all races: 20.9%

Concentration Rate

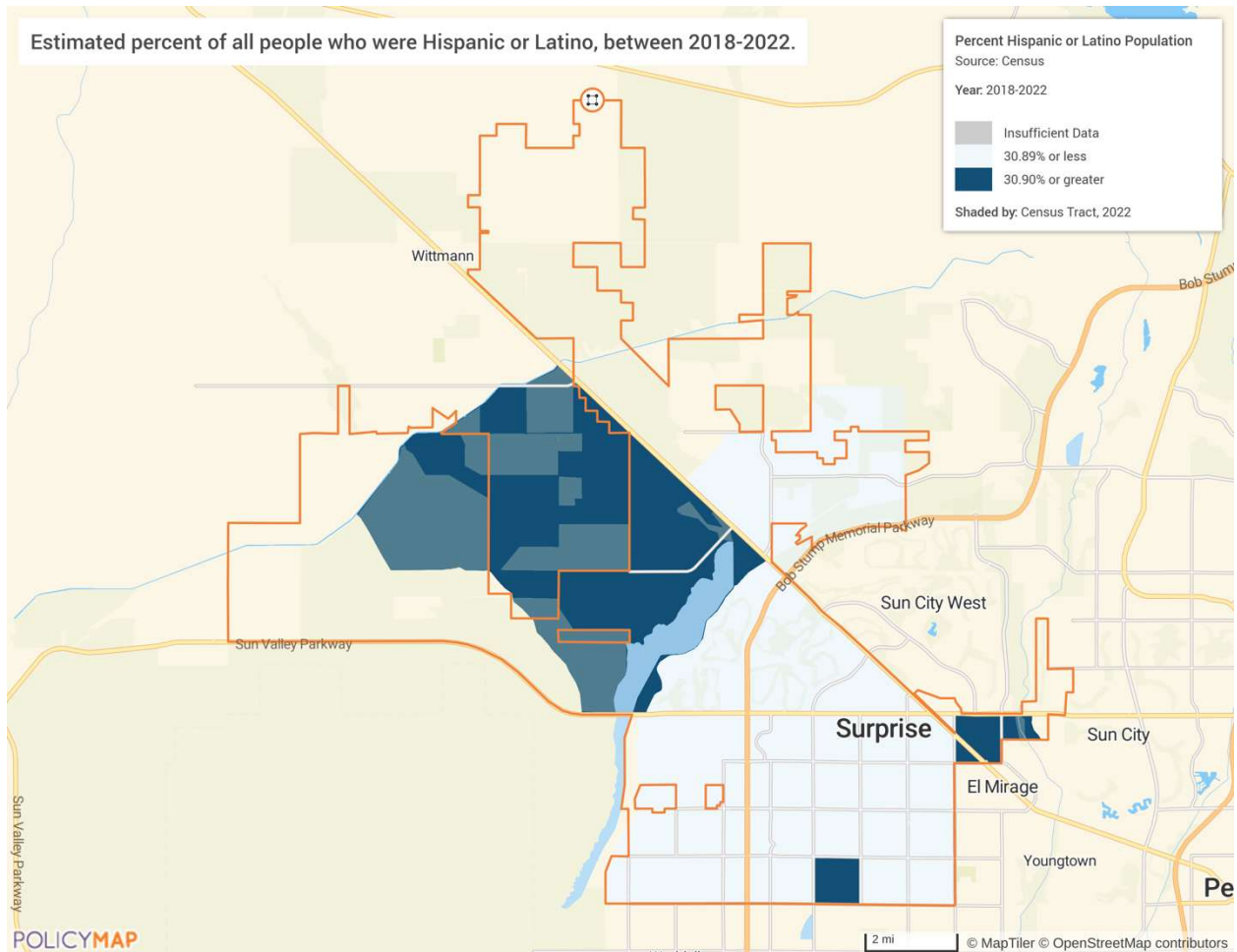
- Asian, non-Hispanic: 12.4%
- Black, non-Hispanic: 15.0%
- Multiracial, non-Hispanic: 14.2%
- Hispanic, all races: 30.9%

There are no tracts in the City of Surprise with a concentration of Asian, non-Hispanic or Black or African American households. Due to the small size of other racial groups, a comparison could not be conducted. Each group had a total population of less than 1%.

Please refer to the maps below for a visual representation of race and ethnicity concentrations across the city. Maps are not provided for populations without concentrations.

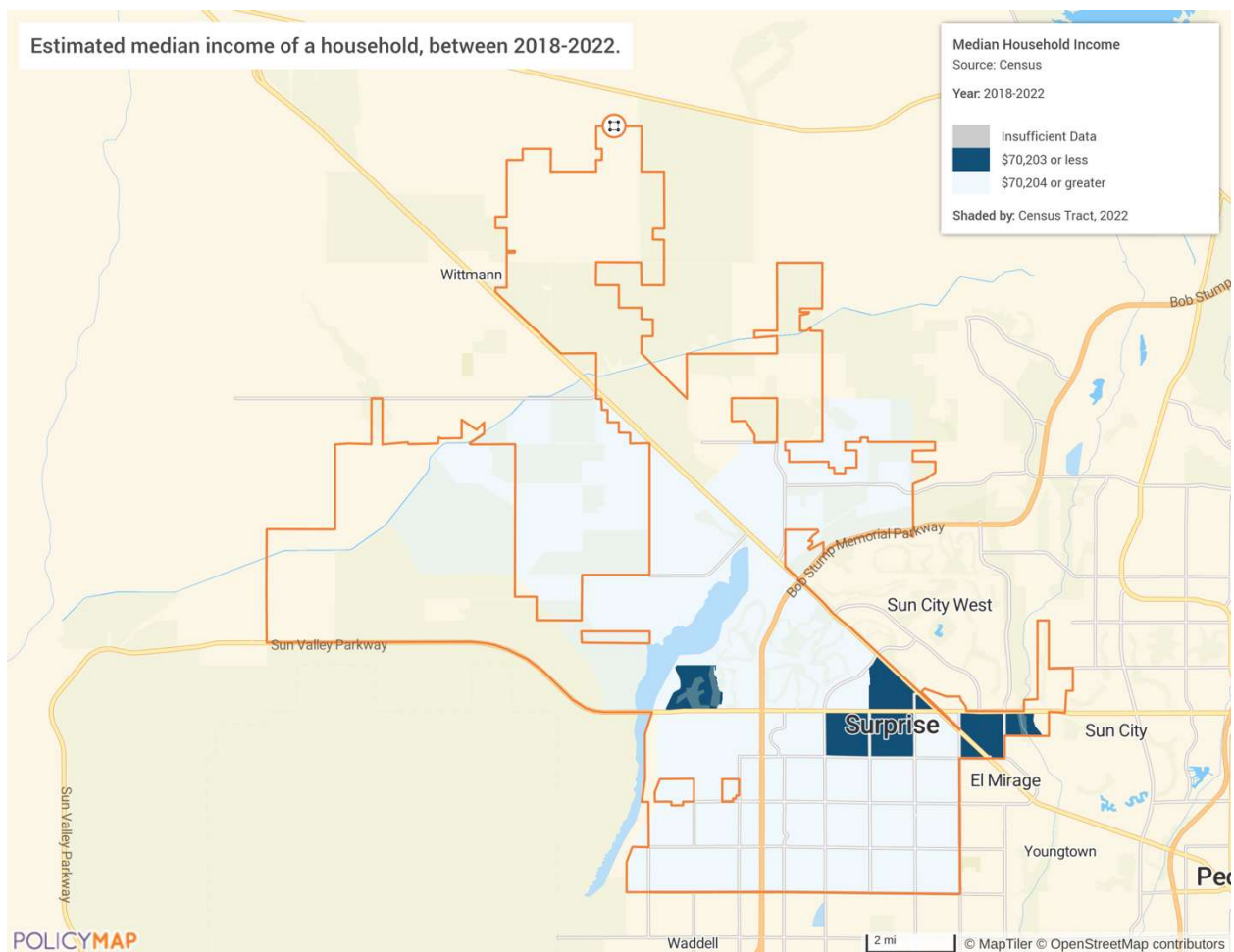
Concentration Hispanic, All Races

There are three tracts in the City with a concentration of Hispanic households: tracts 04013060801, 04013061038, and 04013040540. These tracts are scattered throughout the City. Tract 04013060801 also has a concentration of low- to moderate-income households.



Low-Income Households: According to the 2018-2022 ACS, the Median Household Income in the City is \$87,756. Any household making 80% or less (\$70,204) is considered “low-income” and any tract with a Median Household Income of \$70,204 or less is a concentration. Low-income households are primarily concentrated in a few tracts in the southeastern area of the City.

Tracts 04013040526, 04013061028, 04013040531, and 04013060801 exhibit a concentration of low- to moderate-income households. (Source: 2018-2022 ACS)



What are the characteristics of the market in these areas/neighborhoods?

Tract 04013060801, which has a disproportionately high number of Hispanic and low-income households, exhibits distinct housing market characteristics. Homes in this area tend to be older, suggesting a need for ongoing maintenance to preserve the existing housing stock. Additionally, the area features a higher concentration of larger multifamily developments, which often correlate with increased rates of housing problems, particularly in aging properties. Due to the comparatively lower housing prices in this tract, the area may present significant opportunities for reinvestment and improvement, enhancing both the quality and availability of affordable housing.

Are there any community assets in these areas/neighborhoods?

The census tract mentioned above has few community assets. There is a public library and multiple parks. These resources are valuable and could warrant additional support. The City overall has a robust park system and recreational opportunities.

Are there other strategic opportunities in any of these areas?

Census tract 04013060801 is a Designated Opportunity Zone. This designation provides an opportunity for the City to create a pathway for economic growth and investment. Opportunity Zones are part of a federal program designed to encourage long-term investments by offering tax incentives to investors who deploy capital gains in these areas. It provides important opportunity for the City to increase private investment to revitalize the community in this area.

MA-60 BROADBAND NEEDS OF HOUSING OCCUPIED BY LOW- AND MODERATE-INCOME HOUSEHOLDS - 91.210(A)(4), 91.310(A)(2)

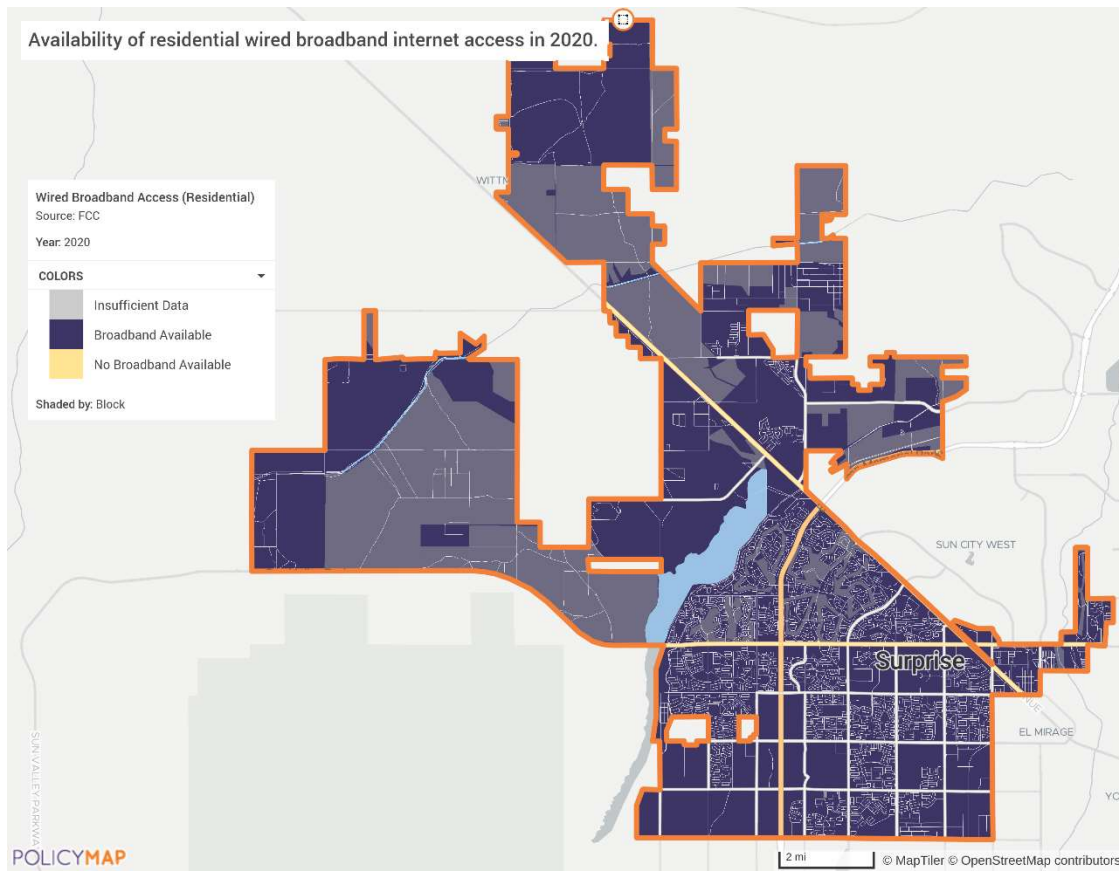
Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Internet access is a critical component of modern communication and information-sharing, enabling users to benefit from the growing interconnectedness of business, education, commerce, and everyday activities. Reliable internet connectivity has become essential for success in today's economic landscape. Communities without broadband access face significant challenges in keeping pace with the rest of the country. The lack of broadband infrastructure limits residents' ability to access educational and entrepreneurial opportunities, which is especially concerning in low- to moderate-income (LMI) areas where economic opportunities are often limited.

Research from the Pew Research Center underscores the vital role that high-speed internet plays in enhancing educational and employment opportunities, particularly in underserved communities. The center's studies have shown that individuals with reliable broadband access are more likely to engage in online learning, apply for jobs, and participate in economic activities that can improve their quality of life.

Similarly, reports from the Federal Communications Commission (FCC) highlight the direct correlation between broadband availability and economic development. The FCC's findings indicate that regions with robust internet infrastructure experience higher rates of job creation, educational attainment, and overall community growth.

Surprise, Arizona, enjoys comprehensive broadband coverage, with the vast majority of the City offering multiple internet service provider options, including in LMI areas. While a significant portion of Surprise households have access to four (4) broadband-quality internet service options, a substantial portion of the City only has access to one (1) wired internet provider. According to BroadbandNow.com, Surprise benefits from a variety of infrastructure options, including cable, fiber, fixed wireless, 5G home internet, and DSL. Ninety-five percent (95%) of Surprise households have an internet connection despite having 99.97% availability according to ISP Reports. Of those households, 80% have fiber, cable, or DSL, 10% have satellite, 0% are still on dial-up, and 2% of households have internet but don't pay for a subscription because it's subsidized by the Affordable Connectivity Program. The following map illustrates broadband availability throughout Surprise, defined as advertised internet speeds of 768 kilobits per second or higher.



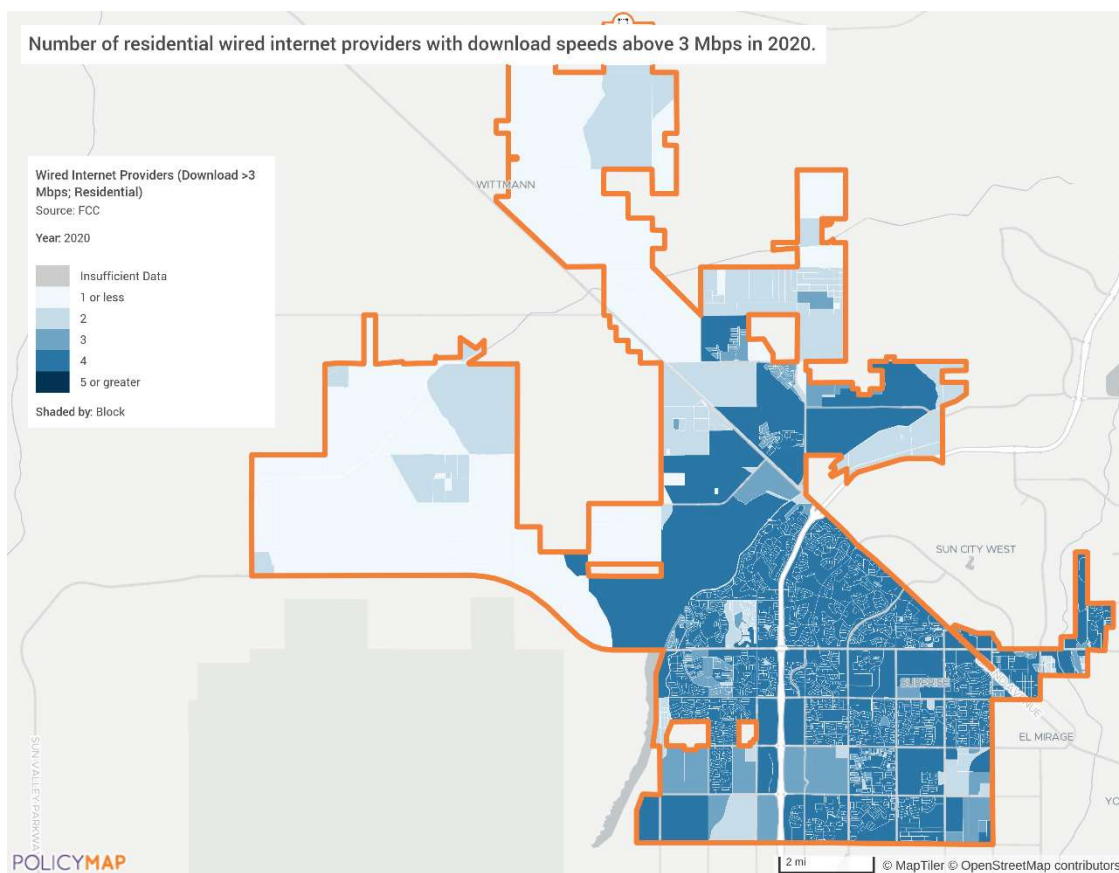
Describe the need for increased competition by having more than one broadband internet service provider serve the jurisdiction.

To ensure high-quality broadband service, it is crucial to foster competition among service providers. A lack of competition, where a single provider dominates an area, can diminish the incentive to deliver reliable and consistent services. According to BroadbandNow.com, Surprise is served by twelve (12) Internet providers offering residential service. Among these, Cox and CenturyLink stand out as the leading providers in terms of coverage and speed. Internet providers throughout the City include:

- Quantum Fiber (Fiber)
- CenturyLink (DSL and Fiber)
- Cox (Cable and Fiber)
- Wyyerd Fiber (Fiber)
- Phoenix Internet (Fixed Wireless)
- AirFiber (Fixed Wireless)
- Triad Wireless (Fixed Wireless)
- Verizon (5G Internet)

- Always ON (Fixed Wireless)
- Starlink (Satellite)
- Viasat Internet (Satellite)
- HughesNet (Satellite)

The following map shows the number of broadband service providers by census tract. Most of Surprise offers residents a choice among four high-speed internet providers, ensuring reliable and affordable access citywide. However, expanding coverage to areas with only a single option would further extend these benefits to more residents.



MA-65 HAZARD MITIGATION - 91.210(A)(5), 91.310(A)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

As climate change accelerates, cities like Surprise, Arizona, located within Maricopa County, are facing an increasing array of natural hazards, including extreme heat, flooding, strong winds, dust storms, and wildfires. According to Maricopa County's [Multi-Jurisdictional Hazard Mitigation Plan](#), climate change is heightening risks throughout the region, manifesting as rising temperatures, prolonged droughts, and more frequent wildfires. These changes lead to reduced water supply reliability, negatively impacting agriculture and the livelihoods of rural communities. Additionally, urban areas like Surprise may experience heightened health risks due to extreme heat, as well as disruptions in electricity and water services.

In response to these challenges, the Emergency Management Department in Surprise employs a comprehensive approach that encompasses prevention/mitigation, preparedness, response and recovery strategies to address the natural hazards exacerbated by climate change. To complement these efforts, Surprise's water conservation initiative promotes sustainability through plumbing support grants, water-saving tips, rebate programs, and conservation workshops. These programs help residents adapt to climate change by mitigating water scarcity, especially important in arid regions like Arizona.

While Surprise is not located on the coast and is less likely to experience direct coastal effects, rising sea levels and increased storm activity may contribute to population displacement from coastal areas. This influx of new residents could drive up housing costs, reduce job availability, and strain local resources. According to CoStar, a leading real estate research entity, from 2015 to 2019, the City's residential growth outpaced the state average, with an approximate population increase of 8.7%. Although it's unclear if this growth is directly linked to climate change, the escalating threats posed by climate-related hazards to vulnerable coastal areas could result in more climate migrants seeking refuge in stable inland cities like Surprise, thereby affecting local infrastructure and housing.

The Intergovernmental Panel on Climate Change (IPCC) projects that by mid-century, the average summer temperature in the region could rise by four degrees. This increase may alter weather and precipitation patterns, elevate the risk of severe storms and catastrophic flooding, and increase electricity costs while damaging crops. Urban areas may face mounting health risks due to extreme heat and potential disruptions in essential services, placing additional demands on the state's energy resources.

The National Climate Assessment emphasizes the need for proactive mitigation planning to address these evolving hazards, as traditional assumptions about hazard probabilities may no longer apply in the face of climate change. To effectively navigate these geographic challenges, Surprise must continue to anticipate, plan, and adapt to the risks associated with climate change and the potential demographic shifts affecting its communities. Proactive measures, such as water conservation initiatives, are essential to mitigate these risks and enhance community resilience in the face of evolving climate dynamics.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low- and moderate-income households, whether renting or owning, face heightened vulnerability to the impacts of climate change and natural disasters due to their limited financial resources. Sudden increases in electricity or housing costs can quickly push these residents into precarious living situations, increasing their risk of homelessness or forcing them to live in substandard conditions. The 2024 America's Rental Housing Study from the Joint Center for Housing Studies at Harvard University underscores this growing threat, revealing that escalating insurance premiums and the withdrawal of coverage by providers in high-risk markets complicate efforts to secure adequate protection against weather- and climate-related losses. Additionally, the study highlights the obstacles property owners encounter when trying to invest in climate resilience measures, given the stagnation in operating income growth.

The 2021 EPA study on Climate Change and Social Vulnerability in the United States further illustrates these challenges, showing that low-income individuals are more likely to live in areas facing significant increases in mortality rates due to extreme temperature changes, as well as experiencing the highest rates of labor hour losses among weather-exposed workers. Rural communities are particularly disadvantaged, often lacking access to public support during emergencies and having fewer resources to repair or fortify their homes against climate-related damage. Addressing these vulnerabilities is essential for building resilience among low- and moderate-income households, who are increasingly at risk from climate change, threatening their safety, stability, and overall well-being.

FEMA's National Risk Index identifies Maricopa County as having a relatively low level of community resilience, indicating that its residents are less equipped to prepare for, adapt to, and recover from natural hazards. This assessment encompasses six broad categories: social, economic, community capital, institutional, infrastructural, and environmental factors at the county level. The map below illustrates FEMA's qualitative risk to natural hazards at the census tract level in Surprise, AZ, providing an intuitive way to gauge community risk based on Expected Annual Loss (EAL), Social Vulnerability, and Community Resilience scores.

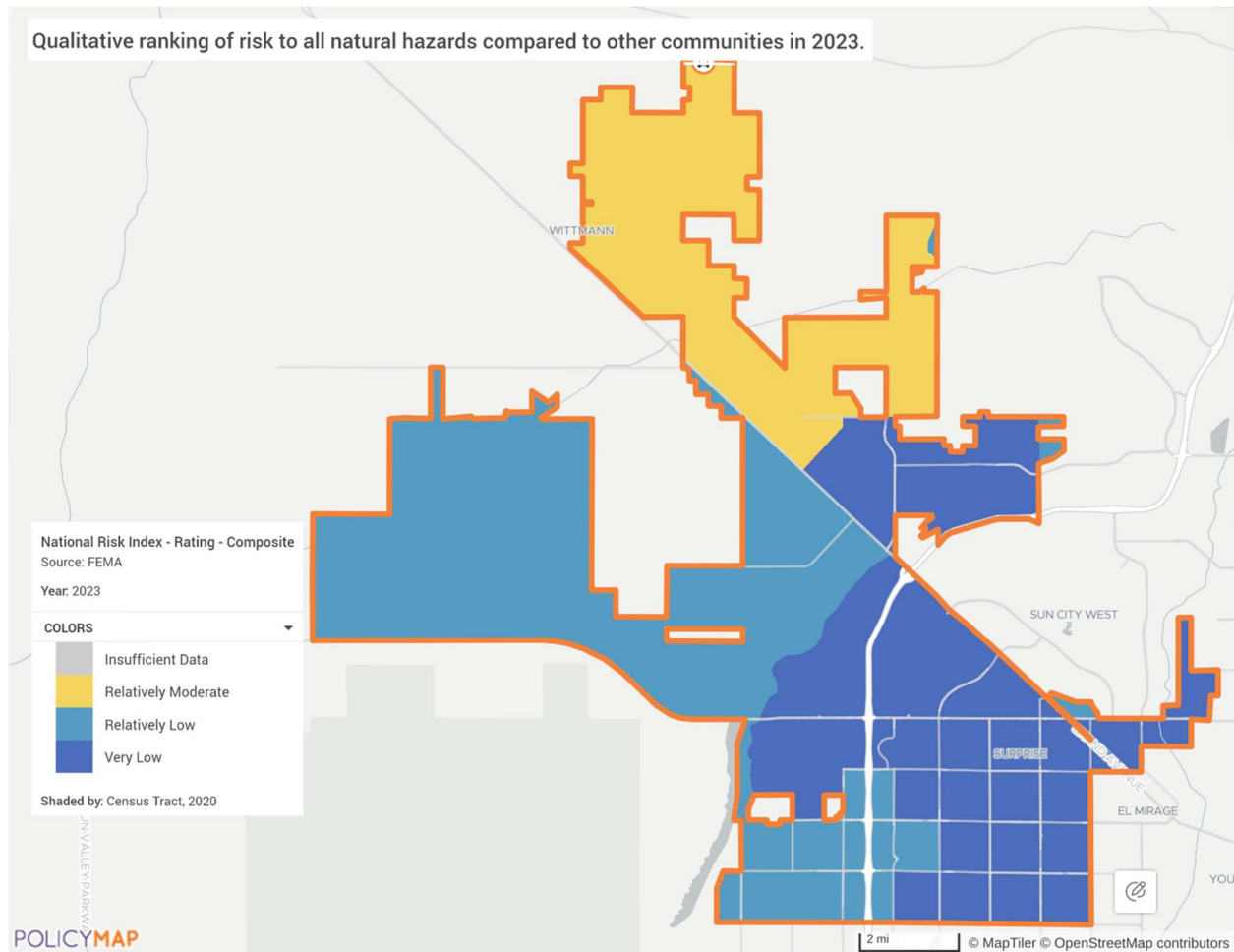
While most of the City is categorized as having "very low" or "relatively low" risk, the northern parts of Surprise are classified as having a "relatively moderate" risk. This indicates that these areas may need more targeted attention and resources to address specific hazards, making them more vulnerable than the rest of the City. These two indexes measure risk from different perspectives—FEMA's risk index evaluates a community's ability to respond to hazards (resilience), while the City's qualitative assessment concentrates on the likelihood and severity of those hazards. This dual approach ensures that resources are allocated where they are most needed, promoting both preparedness and targeted intervention.

The City of Surprise must continually assess and manage its vulnerabilities to enhance climate preparedness. Surprise is included in the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), which is revised every five years. This plan aims to reduce risks to people and property, lower

disaster recovery costs, and promote sustainability by identifying hazards and implementing actions that prevent recurring damage from future disasters. It specifically addresses the vulnerability of low-income households to extreme heat, highlighting that these populations often lack access to adequate cooling resources, thereby increasing health risks. The plan emphasizes the necessity of targeted strategies to safeguard these communities from the adverse effects of climate change. The Governor's Office of Resiliency for Arizona offers a series of resiliency programs and plans that focus on state-wide initiatives related to climate resilience, energy efficiency, and extreme heat preparedness.

Surprise is committed to educating and preparing the public for multi-hazard mitigation through various channels. These include the Surprise Emergency Management website, Maricopa County Emergency Management website, social media pages, the Wireless Emergency Alerts (WEA) system, Community Emergency Notification System (CENS) and the Emergency Broadcast System (EAS) for TV and radio notifications. Additionally, the Arizona State Volunteer Organizations Active in Disaster (VOAD) website and social media, in collaboration with the Maricopa County Community Organizations Active in Disaster (COAD) website, provide valuable emergency resources to enhance community disaster resilience. To effectively address escalating climate impacts, continuous investment is essential for maintaining and expanding these programs.

See map: Risk to All Natural Hazards



Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan is the City of Surprise's housing and community development plan for the next five years. The Strategic Plan outlines how the City intends to use CDBG funds to provide a suitable living environment and safe, decent, and affordable housing for low- to moderate-income (LMI) households and special need groups in Surprise.

The City identified priority needs through data analysis in the Needs Assessment (NA) and Market Analysis (MA), as well as input from community residents and local stakeholder organizations. The goals developed in the Strategic Plan will address the identified priority needs over the next five years, and forms the basis of this plan.

The City's funds will be targeted towards the Original Town Site (OTS) and to citywide low/mod eligible areas and households. The OTS is the historic center of Surprise and features the oldest, original residences and businesses in the City as well as public facilities and commercial areas. There are also vacant parcels, properties in need of rehabilitation and marginal land uses that are prime candidates for redevelopment.

For citywide low/mod eligible, certain activities within the CDBG program target low/mod areas (LMA) in the five-year plan. Low/mod areas are defined by HUD as block group tracts where at least 51% of the residents are from low- to moderate-income households. However, as stated in section 105(c)(2)(A)(ii) of the Housing and Community Development Act of 1974, as amended, says that an activity shall be considered to principally benefit low and moderate income persons when "the area served by such activity is within the highest quartile of all areas within the jurisdiction of such city or county in terms of the degree of concentration of persons of low and moderate income." Surprise is an exception grantee, and the "top quartile" tracts with the lowest income population in the City are considered low/mod (47.6%). Low/mod block group tracts are eligible for activities such as public improvements to neighborhood facilities, parks, community centers, and public infrastructure like streets and sidewalks.

The City also provides assistance to low- and moderate-income individuals and households (LMC/LMH) who earn 80% of the Area Median Income (AMI) or less. This assistance is provided citywide and is based on eligibility.

The following are the four (4) priority needs and associated goals identified in the Strategic Plan. More details of the priority needs are given in the SP-25 and the goals are detailed in the SP-45.

Priority Need: Affordable Housing

Goal: Affordable Housing

Priority Need: Public Facility Improvements

Goal: Public Facility Improvements

Priority Need: Public Services

Goal: Public Services

Priority Need: Planning & Administration

Goal: Planning & Administration

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 4 - Geographic Priority Areas

1	Area Name:	Original Town Site
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	The Original Town Site (OTS) is the historic center of Surprise. It is just over one square mile, 664 acres in area -- bounded by Bell Road on the north, Dysart Road on the west, Greenway on the south and El Mirage on the east. Grand Avenue (U.S. 60) and the Santa Fe railroad tracks angle through the area, separating the north and south portions of the neighborhood.
	Include specific housing and commercial characteristics of this target area.	The OTS is remarkable in its variety. Existing conditions range from the oldest, original residences and businesses in the City to the Bell Road Corridor shops, restaurants, hotels and offices as well as public facilities, commercial development and new housing within the neighborhood. There are also vacant parcels, properties in need of rehabilitation and marginal land uses that are prime candidates for redevelopment. OTS includes a 1,000-square-foot Hollyhock Library, the Surprise Senior Center, and the Villanueva Recreation Center and Hollyhock Community Pool.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The City consulted with a wide variety of agencies, organizations, and service providers to identify local housing and community development needs. Needs were determined through meetings with various stakeholder organizations and citizens throughout the City, as well as a public survey that was made available online. A public hearing and public comment period was given to allow citizens an opportunity to review and comment on the plan.

Identify the needs in this target area.	The OTS is in need of residential, commercial, and infrastructure improvements. The most critical needs are upgrades to water and sewer capacities.
What are the opportunities for improvement in this target area?	The Original Town Site of Surprise currently includes over 16% of undeveloped lands within its boundaries, in addition to many vacant properties. The ultimate pattern of revitalization supports design strategies and public improvements that capitalize on the cultural aspects of walkability and “front yard-living” that provide the basis for a vibrant, culturally diverse community, while providing regional connectivity and expanded services. Current planning efforts for this area include the Village 1 Plan and the Specific Plan for the Revitalization of the Original Town Site. The Surprise Heritage District (SHD) is a zoning district that regulates properties in the city’s Original Town Site (OTS), which is bounded North-South by Bell Rd and Greenway Rd and East-West by El Mirage Rd and Dysart Rd. The SHD is intended to aid in revitalization of the OTS while preserving historical character and a unique sense of place. Adopted under Ord 2016-14, the City’s Infill Incentive District provides financial incentives to promote both residential and commercial development that will aid in the revitalization of the Original Town Site. In order to be eligible, properties within the OTS will now be required to have one of the optional overlay zones, either SHD-RO or SHD-CO. If the property qualifies, the available incentive and procedure to obtain it will be determined by the type of project: residential or commercial. • New residential development on parcels zoned either SHD-RO or SHD-CO shall receive a 100% waiver of the City of Surprise Development Impact Fees • New, expanding qualifying commercial development may request a 100% waiver of Building Plan Review, Building Permit, and City of Surprise Development Impact Fees at the approval of City Council

	Are there barriers to improvement in this target area?	The City is actively working to improve the Original Townsite (OTS). The Surprise Heritage District (SHD) is a zoning district that regulates properties in the city's Original Town Site (OTS), which is bounded North-South by Bell Rd and Greenway Rd and East-West by El Mirage Rd and Dysart Rd. The SHD is intended to aid in revitalization of the OTS while preserving historical character and a unique sense of place. The SHD was approved by the Surprise City Council in June 2016 following extensive public outreach and input. Comprehensive design standards may be a barrier to starting developments in the OTS. New Development standards may help bring current "legal, non-conforming" properties into conformance. Restrictive land uses may limit other kinds of development such as manufactured housing. Development Incentives adopted under Ord 2016-14, the City's Infill Incentive District provides financial incentives to promote both residential and commercial development that will aid in the revitalization of the Original Townsite. In order to be eligible, properties within the OTS will now be required to have one of the optional overlay zones, either SHD-RO or SHD-CO. If the property qualifies, the available incentive and procedure to obtain it will be determined by the type of project: residential or commercial. • New residential development on parcels zoned either SHD-RO or SHD-CO shall receive a 100% waiver of the City of Surprise Development Impact Fees New, expanding Qualifying Commercial development may request a 100% waiver of Building Plan Review, Building Permit, and City of Surprise Development Impact Fees at the approval of City Council.
2	Area Name:	Citywide Low/Mod Eligible
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	

% of Low/ Mod:	
Revital Type:	Comprehensive
Other Revital Description:	
Identify the neighborhood boundaries for this target area.	Surprise designates certain areas within its boundaries as low/mod areas (LMA) if they meet certain criteria. These areas are primarily residential and have at least 51 percent of residents who are considered low- and moderate-income persons as defined by HUD. The boundaries of these areas are defined at the block group tract level. Surprise is an exception grantee, and the “top quartile” percentage of the population is considered low/mod (47.6%). The City also provides assistance to low- and moderate-income individuals and households (LMC/LMH) who earn 80% of the Area Median Income (AMI) or less. This assistance is provided citywide and based on eligibility.
Include specific housing and commercial characteristics of this target area.	From 2012 to 2022, Surprise’s population grew over 26% and the vast majority of housing units for both owners and renters were developed after 2000. As the population grows, affordable housing remains one of the most important needs in Surprise. Housing values have shot up in value 86% over the past decade, and the median contract rent has increased dramatically to \$1,530, which is an increase of over 53% in that time. As a result, housing cost burden is the biggest housing issue in Surprise as 23.9% of homeowners with a mortgage and over half of renters (53.4%) are cost burdened.
How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The City consulted with a wide variety of agencies, organizations, and service providers to identify local housing and community development needs. Needs were determined through meetings with various stakeholder organizations and citizens throughout the City, as well as a public survey that was made available online. A public hearing and public comment period was given to allow citizens an opportunity to review and comment on the plan.

Identify the needs in this target area.	There is a need to improve public facilities and infrastructure in low/mod areas of Surprise. Public infrastructure improvements include those to streets, sidewalks and water/sewer systems. Improved public facilities include neighborhood facilities, community centers and parks. There is a need for supportive public services for low-income residents in the City. These activities such as homeless prevention services and services for the most vulnerable populations. Affordable housing development, preservation, and housing services were identified as a priority in Surprise.
What are the opportunities for improvement in this target area?	The preservation of the City's older housing would provide residents with more affordable units. Public services that help offset basic needs of LMI and special needs residents will help improve the quality of life of residents. Housing services benefit renter households receiving TBRA and set them on a path towards self-sustainability and stable housing. Public improvement activities will revitalize low/mod areas and invite other investments into these areas. Improved access to public facilities such as neighborhood facilities and parks will ensure all residents enjoy access to all City programs and services.
Are there barriers to improvement in this target area?	Access to funding is a barrier to improvements in Surprise. Zoning for multi-family residential is limited to less than 1% of the planning area.

General Allocation Priorities

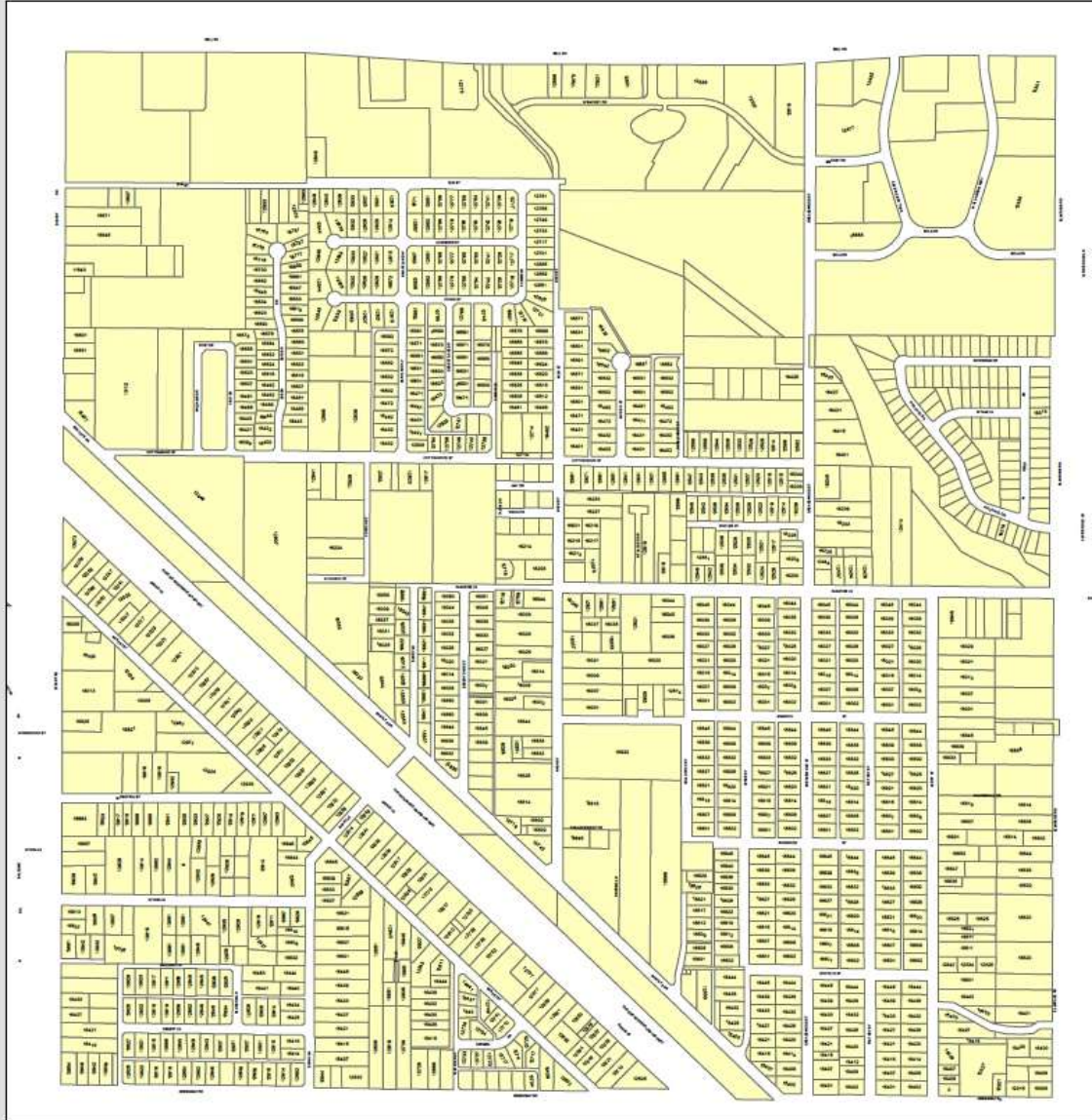
Describe the basis for allocating investments geographically

The City is actively working to improve the Original Townsite (OTS) and has identified the high priority need for public facility improvements. The OTS is the historic center of Surprise and features the oldest, original residences and businesses in the City as well as public facilities and commercial areas. There are also vacant parcels, properties in need of rehabilitation and marginal land uses that are prime candidates for redevelopment. The City's will limit low/mod area benefit (LMA) to public facility improvements in the Original Town Site (OTS).

For citywide low/mod eligible, certain activities within the CDBG program target low/mod areas (LMA) in the five-year plan. Low/mod areas are defined by HUD as block group tracts where at least 51% of the residents are from low- to moderate-income households. However, as stated in section 105(c)(2)(A)(ii) of the Housing and Community Development Act of 1974, as amended, says that an activity shall be considered to principally benefit low and moderate income persons when "the area served by such activity is within the highest quartile of all areas within the jurisdiction of such city or county in terms of the degree of concentration of persons of low and moderate income." Surprise is an exception grantee, and the "top quartile" tracts with the lowest income population in the City are considered low/mod (47.6%). Low/mod block group tracts are eligible for activities such as public improvements to neighborhood facilities, parks, community centers, and public infrastructure like streets and sidewalks.

To determine LMI tracts the City utilizes HUD's CDBG Low Mod Income Summary Data (LMISD) from the HUD Exchange website, which has defined the eligible block group tracts within the jurisdiction. The tracts can be viewed at: <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>.

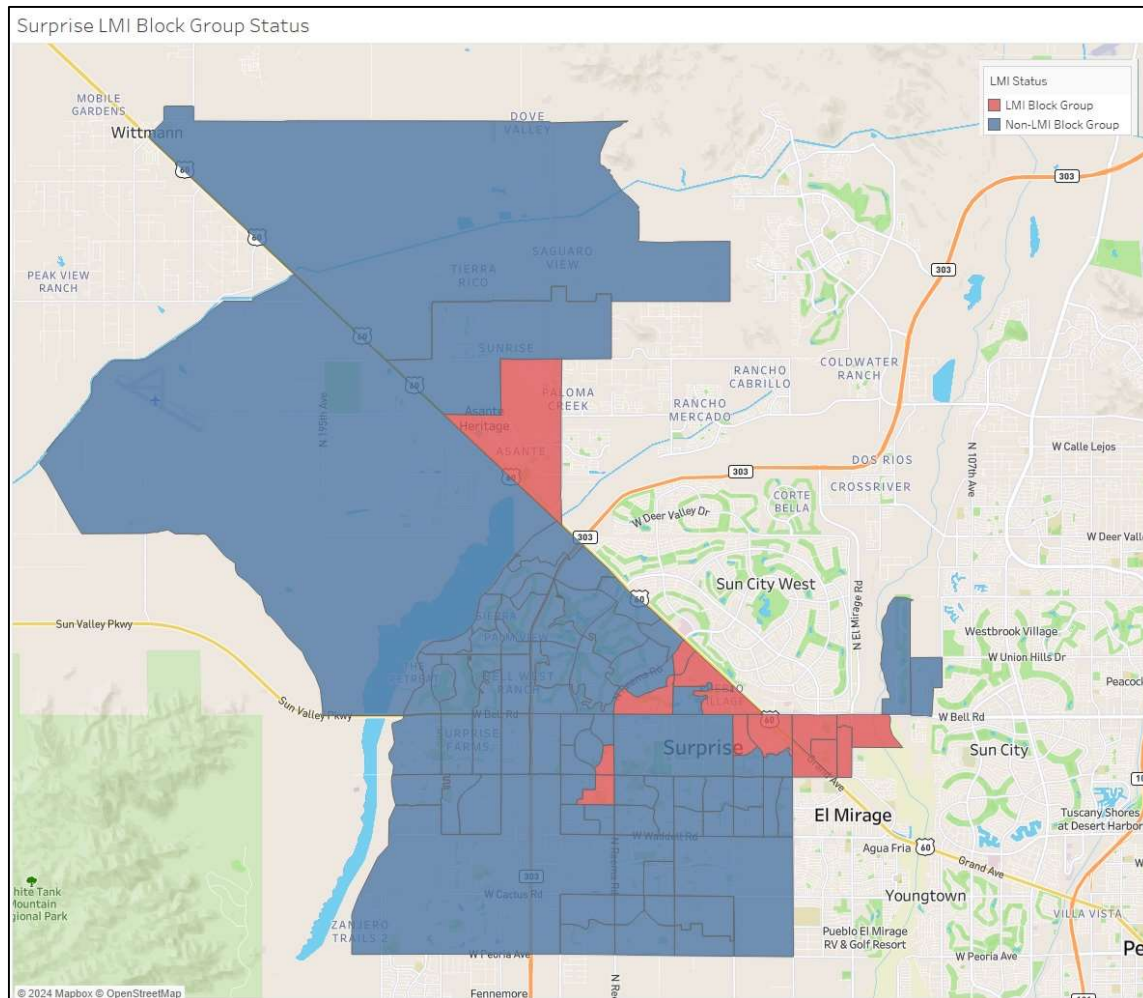
City of Surprise - Original Town Site



0 250 500 1,000
Feet



Original Town Site Map



Surprise Low-Mod Block Group Tracts

Census Tract	Block Group	Low/Mod Percent
060801	1	83.30%
040541	3	65.90%
040539	4	63.60%
040541	1	63.30%
060801	2	62.70%
040531	3	60.70%
061031	3	60.10%
060801	4	59.60%
060801	3	59.00%
060801	5	58.50%
061035	3	57.20%
040531	4	57.00%
061033	2	52.90%
040527	2	52.40%
061029	1	52.30%
040530	2	52.10%
061061	2	51.80%
040528	3	51.40%
040531	2	50.70%
040539	3	50.50%
040528	5	49.10%
061035	1	48.90%
040516	3	48.90%
040526	2	48.70%
061035	4	47.80%
061031	2	47.60%
Source: HUD FY2024 LMISD Note: Surprise is an exception grantee, and the “top quartile” tracts in the City with the most low income are considered low/mod (47.6% or more).		

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 5 – Priority Needs Summary

1	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly
	Geographic Areas Affected	Original Town Site Citywide Low/Mod Eligible
	Associated Goals	Affordable Housing
	Description	The City of Surprise has identified the high priority need of safe and affordable housing for Surprise residents. Housing values have increased dramatically by 86% over the past decade, and the median contract rent has risen to \$1,530, which is an increase of over 53% in that time. As a result, housing cost burden is the biggest housing issue in Surprise as 23.9% of homeowners with a mortgage and over half of renters (53.4%) are cost burdened. Housing services are also needed to help low-income renters maintain and find rental housing. These housing services help to support TBRA activities funded by HOME Consortium funding.
	Basis for Relative Priority	Through community participation and consultation of local stakeholder the need to preserve & develop affordable housing was identified. The City Housing Study, updated in 2023, identified that incomes have failed to keep pace with rapidly escalating home sale prices and rents, leaving the city with a shortage of affordable homes for low-income households. Surprise also suffers from a deficit in affordable rental units for low-income households 50% AMI and below. The basis is to create or maintain affordable housing for LMI residents in
2	Priority Need Name	Public Facility Improvements

	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	Original Town Site Citywide Low/Mod Eligible
	Associated Goals	Public Facility Improvements
	Description	There is a need to expand and improve public infrastructure in low to moderate income areas of Surprise, such as streets, sidewalks and water/sewer systems. There is also a need to enhance access to public facilities such as community centers, neighborhood facilities, and parks throughout the City. The City has been working to improve access to public facility in the Original Townsite (OTS).
	Basis for Relative Priority	The City has been actively working to improve the Original Townsite (OTS), offering development incentives, developing new affordable housing, and new community facilities. The continued development in the OTS requires upgrades to aging or undersized public facilities, and new public facilities to support the growth of the area. The basis is to improve accessibility for all residents and create a suitable living environment.
3	Priority Need Name	Public Services
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Public Housing Residents Families with Children Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Victims of Domestic Violence
	Geographic Areas Affected	Original Town Site Citywide Low/Mod Eligible
	Associated Goals	Public Services
	Description	The City of Surprise has identified the need for public services throughout the City. These public service needs include services for seniors, persons with disabilities, persons experiencing homelessness, persons at risk of becoming homeless, low-income children, and youth.
	Basis for Relative Priority	Through community participation and consultation of local stakeholder organizations the need for public services for LMI and special need groups were identified. The basis for this need is to provide all citizens with access to services and create a suitable living environment.
4	Priority Need Name	Planning & Administration
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development

Geographic Areas Affected	Original Town Site Citywide Low/Mod Eligible
Associated Goals	Planning & Administration
Description	The City will continue supporting HUD funded programs with administration of the programs, monitoring subrecipients, and keeping strict grant-based accounting, fair housing activities, and other eligible activities. Comprehensive planning requirements will include the development of AAPs, an evaluation of the performance of the programs through annual reports, and meeting citizen participation requirements.
Basis for Relative Priority	Planning and administration of HUD funded programs is vital to having a successful program and meeting the goals and objectives identified in the plan. Planning and administration will also ensure compliance and keeping with the regulations of the grant.

Narrative (Optional)

The City receives HUD HOME funding as part of the Maricopa County HOME Consortium. This consortium is a legal entity established through an intergovernmental agreement among Maricopa County and the cities of Avondale, Chandler, Glendale, Peoria, Scottsdale, Surprise, Tempe, and the Town of Gilbert. Each member of the HOME Consortium receives a proportionate share of the funds, which they utilize to address the specific needs of their communities. The County HOME Consortium's Five-Year Consolidated Plan, along with its Annual Action Plans, incorporates the housing needs and activities specific to Surprise. HOME funds are designated exclusively for the development and preservation of affordable housing, and the City's allocation is available based on eligibility and community need throughout Surprise.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Surprise prioritized goals and objectives for using CDBG funding to strategically and effectively benefit low- and moderate-income residents by supporting the creation of affordable housing, investing in public facility improvements, and supporting public services. The City anticipates it will receive a CDBG allocation in the amount of \$702,302 for PY 2025. The City still has CDBG funding from previous program years that is unspent as of the date of this Annual Action Plan submittal. These funds are fully allocated to projects in previous Annual Action Plans and are not being reallocated to different activities. Therefore, previous years funds are not accounted for in this Annual Action Plan.

The City is a member of the Maricopa HOME Consortium and receives HOME Investment Partnerships funds through the HOME Consortium. Through an Intergovernmental Agreement (IGA), the City receives HOME Program funding on an annual basis. These funds are not reported in the

table below as the City is not a direct recipient of HOME funds from HUD.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	702,302	0	0	702,302	2,809,208	PY 2025 is the first program year of the ConPlan. The expected amount available remainder of the ConPlan is 4x years of the annual allocation.

Table 6 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

While the CDBG program does not require a match, leverage is considered in funding awards. The projects outlined in the plan, which are implemented by outside agencies, are anticipated to use CDBG funding to leverage their initial financial resources.

The City of Surprise allocates approximately \$75,000 annually from the City General Funds for CDBG staff salary in support of program administration and project delivery. Many of the development activities outlined in the plan receive substantial leverage from the City's general

fund, development incentive programs, and other programs designed to encourage economic growth. Leveraged resources are reported in the Consolidated Annual Performance and Evaluation Report (CAPER).

The City of Surprise offers incentives for new affordable housing developments in the Original Town Site. Surprise provided over \$275,000 in development fee reduction for the Heritage at Surprise project. Surprise continues to find ways to leverage funding for matching requirements.

All subrecipient program partners contribute additional non-federal funding towards their respective projects. This ensures that funds are being invested to expand programs and increase project capacity.

The City is a member of the Maricopa HOME Consortium and receives HOME Investment Partnerships funds through the HOME Consortium. HOME funds have a 25% matching requirement, and each HOME dollar spent is matched with 25% of general funds for projects within the program year. HOME match is tracked on a Match log. HOME funds are not entered in the table above as a resource as the HOME Consortium is the direct recipient of those funds and are ultimately responsible for the planning and reporting of HOME funds for the Consortium.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan

The City is looking to improve public facilities in the Original Town Site, a low- and moderate-income area. The City will continue to evaluate locations on public owned property over the course of the Consolidated Plan. In general, the areas of need described in the *General Plan 2035*, *Parks and Recreation Master Plan*, and *Human Services and Community Vitality in Surprise – A Community that Cares* will help to guide the locations of investment. As the City continues to grow, additional property may be identified that would be suitable for utilizing HUD funding.

The City of Surprise owns the land for the Heritage at Surprise project. Additionally, Surprise owns 17 acres in the Heritage District of the Original Town Site and in 2021 partnered with the Housing Authority of Maricopa County (HAMC) to support HAMC's application for a HUD 202 Senior Housing project to be constructed on the city-owned property. HAMC was awarded \$9.1 million for the 99-unit affordable housing project, which is anticipated to be completed by 2024.

In the 2022 program year, the Surprise City Council approved a new Multigenerational Community Resource Center to be constructed on the

remainder of the City-owned property. In partnership with Maricopa County, the new multigenerational community resource center will serve as a long-term investment in Surprise's economic resiliency and community well-being and increase opportunities for prevention and mitigation programs and services. This project is still in development.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
SURPRISE	Government	Homelessness Non-homeless special needs Planning neighborhood improvements public facilities public services	Jurisdiction
Maricopa County	Government	Homelessness Public Housing Rental	Region
Housing Authority of Maricopa County	PHA	Public Housing Rental	Region
Maricopa Regional Continuum of Care	Continuum of Care	Homelessness Planning public services	Region
Maricopa Association of Governments	Nonprofit	Homelessness Planning public services	Region

Table 7 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

Surprise works with a variety of service providers who provide targeted assistance and mainstream services, such as health, mental health, and employment services to low- to moderate-income households, persons with special needs and those experiencing homelessness. These service providers include the Housing Authority of Maricopa County for affordable housing and publicly supported housing needs in the area, and the Maricopa Association of Governments (MAG), which is the lead agency for the Maricopa Regional Continuum of Care (CoC).

Surprise administers and runs most its federally funded programs internally. Maintaining administration and service delivery of programs allows the City to optimize funding, reduce overhead/increase efficiency, and provide the most critical services to low- and moderate-income residents.

The main gap in the delivery system remains the lack of local, state and federal resources to address the increasing demand for programs and services for the most vulnerable groups in Surprise. The City strives to overcome the gaps in the institutional delivery system by continuing to participate in countywide efforts, where there are more resources and expert providers for the unique needs of special need populations and the homeless.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy			
Legal Assistance			
Mortgage Assistance			
Rental Assistance	X		
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics			
Other Street Outreach Services			
Supportive Services			
Alcohol & Drug Abuse			
Child Care	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X		
HIV/AIDS			
Life Skills	X		
Mental Health Counseling			
Transportation			
Other			

Table 8 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

158

There are a variety of service providers in Surprise that offer health, mental health, and employment services. While these programs are not specifically targeted at homeless individuals or persons with HIV, they are still available to these population groups.

The Maricopa Association of Governments (MAG) is the lead organization for the Maricopa Regional Continuum of Care. This regional body coordinates the collaborative efforts of communities and agencies in Maricopa County to address the needs of the homeless and access federal funding on behalf of those agencies. The Continuum of Care focuses on various programs, including transitional housing, permanent supportive housing for individuals with disabilities, permanent housing, supportive services, and the management of the Homeless Management Information System (HMIS).

The CoC has a Coordinated Entry program where homeless or at-risk of homeless can access services and emergency housing that meets their crisis situation. The CoC's member local agencies help assist the homeless with referrals, resources and services tailored to meet the needs of those who are chronically homeless, homeless families with children, veterans and their families and unaccompanied youth.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The City of Surprise participates in regional CoC. The CoC represents a wide range of services for the homeless, including; homeless/emergency shelters, transitional shelters, permanent supportive housing, supportive services, homelessness prevention, rapid re-housing, outreach, emergency food, meals, clothing, medical services, mental health services, rental and utility assistance, and many other appropriate services. Each year a Point-in-Time (PIT) count is made of the persons residing in shelter and transitional facilities and living unsheltered within the community. The CoC is also the lead agency overseeing the community's 10-Year Plan to End Chronic Homelessness.

While many services for homeless persons are available throughout Maricopa County, there are fewer dedicated services within the City of Surprise. Often persons experiencing homelessness need to travel outside the City to access services.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

To overcome gaps in the system, the City will continue to provide opportunities for public, private and governmental organizations to come together to share information, advocate for issues of concern, leverage resources to make projects happen, address barriers associated with implementing activities and coordinate efforts. Additionally, City departments meet regularly to help provide comprehensive services across disciplines and to find solutions to address homelessness and identify available resources.

The City has integrated the needs of homeless persons into the Consolidated Plan's identified needs, goals, and projects. The following priorities will be addressed.

Affordable housing: The City will continue to fund housing rehabilitation activities for LMI homeowners and renters.

Public services: The City will fund public services that focus on providing quality of life improvements and increased access for persons who are homeless, at-risk of becoming homeless, disabled, seniors and youth.

Public facilities and infrastructure: The City will continue to fund improvements to neighborhood facilities and increase access to all residents, and improvements to infrastructure to revitalize and increase safety in low/mod areas, including the Old Town Site target area.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2025	2029	Affordable Housing	Original Town Site Citywide Low/Mod Eligible	Affordable Housing	CDBG: \$1,284,210	Homeowner Housing Rehabilitated: 10 Household Housing Unit Rental units rehabilitated: 15 Household Housing Unit Other: 75
2	Public Facility Improvements	2025	2029	Non-Housing Community Development	Original Town Site Citywide Low/Mod Eligible	Public Facility Improvements	CDBG: \$1,000,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
3	Public Services	2025	2029	Homeless Non-Homeless Special Needs Non-Housing Community Development	Original Town Site Citywide Low/Mod Eligible	Public Services	CDBG: \$525,000	Public service activities other than Low/Moderate Income Housing Benefit: 1500 Persons Assisted Homeless Person Overnight Shelter: 400 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Planning & Administration	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Original Town Site Citywide Low/Mod Eligible	Planning & Administration	CDBG: \$702,300	Other: 5 Other

Table 9 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	Creation of affordable housing opportunities including preservation of existing housing, rental assistance, and acquisition of property for the creation of new affordable units. The housing rehabilitation activities will include residential improvements for (1) health, safety, and livability improvements and (2) home weatherization and energy efficiency. Activities include acquisition and/or rehabilitation of homeowner single-unit housing and all delivery costs (including staff, other direct costs, and service costs) directly related to carrying out housing rehabilitation activities. Activities also include acquisition and/or rehabilitation of multi-family buildings with two or more permanent residential units, rehabilitation of housing units owned/operated by a public housing authority (PHA), and acquisition of property to be rehabilitated for rental housing. CDBG funds will also be used to provide management of the HOME Consortium funded tenant based rental assistance program that provides direct assistance to low-income households who need help paying their rent. These are reported as Other benefits in the affordable housing goals of this plan. Activity Matrix: 13B, 14A, 14B, 14G, 14H, 14J

4	Goal Name	Public Facility Improvements
	Goal Description	Improvements to public facilities located in low- to moderate-income areas, or support the development of new affordable housing. These may include: Improvements to access and rehabilitation of facilities for seniors (except permanent housing); Improvements and rehabilitation of homeless facilities; Improvements and rehabilitation of neighborhood facilities; and Improvements to parks and recreational centers. Activity Matrix: 03A, 03C, 03E, 03F
5	Goal Name	Public Services
	Goal Description	Services for low- and moderate-income persons who are disabled, homeless, at risk of becoming homeless, Seniors, and families with children. These services may include: Homeless/AIDS Patients Programs; Senior services; Services for Persons with Disabilities; Youth services, Child care services; and subsistence payments on behalf of individuals or families, generally for the purpose of preventing homelessness. Activity Matrix: 03T, 05A, 05B, 05L, 05Q
6	Goal Name	Planning & Administration
	Goal Description	Expenses related to administering the program, preparing planning documents and reports, and fair housing activities. Activity Matrix: 20, 21A, 21D

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City estimates that over the next five years of the Consolidated Plan, assistance for low- to moderate-income households will include:

Homeowner Housing Rehabilitated: 10 Household Housing Unit

Rental units rehabilitated: 15 Household Housing Unit

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The health risks to young children posed by lead-based paint in residential dwellings remains an important issue for both the housing industry and the public health community to address. The City is committed to addressing the challenges faced by young families living in homes with lead-based paint. Two programs administered by the City will directly involve actions to address LBP hazards.

Housing Rehabilitation Lead-based Paint

The City of Surprise's lead-based paint evaluation and reduction of lead-based paints involves the following areas: notification, lead hazard evaluation, lead hazard reduction, and clearance. All projects are evaluated for applicability to the Lead-Safe Housing Rule and managed per the standards of the rule. A Housing & Community Services staff member is required to be an EPA-certified Risk Assessor to be qualified to evaluate homes for lead hazards and review third-party testing when developing projects where lead hazards are present. The City is committed to addressing the challenges faced by young families living in homes with lead-based paint.

TBRA Lead-based Paint

This program is funded by HOME Consortium funds; however it is described here as it remains an integral part of the City's LBP hazard removal activities. TBRA lead-based paint requirements apply to dwelling units occupied or to be occupied by families or households that have one or more children under age six, the common areas servicing the units, exterior painted surfaces associated with such units, and other areas used by unit residents and frequented by children under age six.

Units with tenant-based rental assistance and households with no children under the age of six are exempt from the requirements, except families and households in all tenant-based rental assistance pre-1978 units, who must receive the lead hazard information pamphlet and disclosure information.

The City of Surprise TBRA activities for units with families or households that have one or more children under age six must include: notification, lead hazard evaluation, lead hazard reduction, ongoing maintenance, and responding to children with environmental intervention blood lead levels.

How are the actions listed above integrated into housing policies and procedures?

The City has written policies and procedures for all programs required to comply with the HUD lead-safe housing rule (LSHR). Additionally, the City requires lead-based paint policies and procedures with any partners who may administer these programs on the City's behalf. Contractors in the housing

rehabilitation program have lead-based requirements integrated into their contract for services with the homeowner.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Poverty in Surprise has decreased from 8.4% in 2012 to 6.8% in 2022. While this is an improvement over the past ten years, the City remains committed to reducing the number of persons living in poverty and will continue to engage in a variety of efforts to support poverty-level families.

The goals in this plan work directly to reduce poverty in Surprise by addressing the priority needs identified in this plan. Public services will be provided to address basic needs of LMI residents and improve access to all City services. The City will also fund public services that directly address homelessness in Surprise. Affordable housing rehab activities will help prevent conditions that may lead to housing instability. Public facilities and infrastructure improvements will revitalize low/mod neighborhoods and make these areas accessible to all residents.

In this plan, the City of Surprise will continue to collaborate with local service provider agencies to enhance funding sources for affordable housing and community development services. This effort aims to maximize available resources to secure funds at the federal, state, and local levels. The primary goal of this coordinated strategy is to assist low- and moderate-income renters and homeowners, individuals at risk of or experiencing homelessness, female-headed households with children, the elderly and frail elderly, individuals living with HIV/AIDS, residents of public and assisted housing, and persons with mental or physical disabilities, along with other special needs populations. The City will leverage established partnerships with private lenders, community-based nonprofit organizations, and other state and local agencies to provide affordable housing and support public service and community development activities that enhance the quality of life for all residents.

City of Surprise Resource Center

The Surprise Resource Center will continue to be a cornerstone of the support structure for poverty-level families in Surprise. The Resource Center is a one-stop-shop for social services. Through strategic partnerships with a growing number of community-based organizations and government agencies, the Center offers Surprise residents connections to services that include everything from rent and utility assistance to employment support to food and nutrition resources.

Program offered at the Resource Center include:

- Information and referral
- STEM Programming
- Parenting classes
- Early Literacy Classes

- Kindergarten Readiness
- Play Groups
- Car Seat Education
- Financial Literacy
- Employment Services
- Parent Support Groups

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City has created four goals to address identified priority needs that work to reduce poverty in Surprise. These goals are housing rehabilitation for eligible homeowner and renter households; public services for LMI and special needs; public facilities and infrastructure improvements in low/mod neighborhoods; and the CDBG program planning and administration. For more details, see the SP-45 Goals.

Additionally, the Consolidated Plan is in alignment with *General Plan 2035*. The *General Plan 2035* guides the City's development. It expresses community values and goals, and portrays the community's vision to create an overall sense of community, while respecting and celebrating the city's unique character areas.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The goal of monitoring is to encourage completion of projects within the contract period while ensuring that project objectives are met. Monitoring is an ongoing, two-way communication process between the City and recipients. Successful monitoring involves frequent telephone contacts, written communications, analysis of reports and audits, and periodic meetings.

Monitoring is the principal means by which the City:

- Ensures that HUD-funded programs and technical areas are carried out efficiently, effectively, and in compliance with applicable laws and regulations
- Assists subrecipients in improving their performance, developing or increasing capacity, and augmenting their management and technical skills
- Stays abreast of the efficacy and technical areas of HUD CDBG and HOME programs.
- Documents the effectiveness of programs administered by the subrecipients.

The City performs a risk assessment of subrecipients to identify which subrecipients require comprehensive monitoring. High-risk subrecipients include those that are:

- New to the CDBG program;
- Experience turnover in key staff positions or change in goals or directions;
- Encountering complaints and/or bad press;
- Previous compliance or performance problems including failure to meet schedules, submit timely reports, or clear monitoring or audit findings;
- Carrying out high risk activities (economic development, job creation, etc.);
- Undertaking multiple CDBG-funded activities for the first time

The City of Surprise is committed taking all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- The City works to ensure that qualified small and minority businesses and women's business enterprises are included on solicitation lists;
- The City works to ensure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- The City divides total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- The City establishes delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; The City requires the prime contractor, if subcontracts are to be let, to take the affirmative steps to reach out to and hire qualified minority businesses, women's business enterprises, and labor surplus firms when possible.

The City has a policy and procedure manual that covers the monitoring requirements for each HUD program area that the City administers.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Surprise prioritized goals and objectives for using CDBG funding to strategically and effectively benefit low- and moderate-income residents by supporting the creation of affordable housing, investing in public facility improvements, and supporting public services. The City anticipates it will receive a CDBG allocation in the amount of \$702,302 for PY 2025. The City still has CDBG funding from previous program years that is unspent as of the date of this Annual Action Plan submittal. These funds are fully allocated to projects in previous Annual Action Plans and are not being reallocated to different activities. Therefore, previous years funds are not accounted for in this Annual Action Plan.

The City is a member of the Maricopa HOME Consortium and receives HOME Investment Partnerships funds through the HOME Consortium. Through an Intergovernmental Agreement (IGA), the City receives HOME Program funding on an annual basis. These funds are not reported in the table below as the City is not a direct recipient of HOME funds from HUD.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	702,302	0	0	702,302	2,809,208	PY 2025 is the first program year of the ConPlan. The expected amount available remainder of the ConPlan is 4x years of the annual allocation.

Table 10 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

While the CDBG program does not require a match, leverage is considered in funding awards. The projects outlined in the plan, which are implemented by outside agencies, are anticipated to use CDBG funding to leverage their initial financial resources.

The City of Surprise allocates approximately \$75,000 annually from the City General Funds for CDBG staff salary in support of program administration and project delivery. Many of the development activities outlined in the plan receive substantial leverage from the City's general fund, development incentive programs, and other programs designed to encourage economic growth. Leveraged resources are reported in

the Consolidated Annual Performance and Evaluation Report (CAPER).

The City of Surprise offers incentives for new affordable housing developments in the Original Town Site. Surprise provided over \$275,000 in development fee reduction for the Heritage at Surprise project. Surprise continues to find ways to leverage funding for matching requirements.

All subrecipient program partners contribute additional non-federal funding towards their respective projects. This ensures that funds are being invested to expand programs and increase project capacity.

The City is a member of the Maricopa HOME Consortium and receives HOME Investment Partnerships funds through the HOME Consortium. HOME funds have a 25% matching requirement, and each HOME dollar spent is matched with 25% of general funds for projects within the program year. HOME match is tracked on a Match log. HOME funds are not entered in the table above as a resource as the HOME Consortium is the direct recipient of those funds and are ultimately responsible for the planning and reporting of HOME funds for the Consortium.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan

The City is looking to improve public facilities in the Original Town Site, a low- and moderate-income area. The City will continue to evaluate locations on public owned property over the course of the Consolidated Plan. In general, the areas of need described in the *General Plan 2035*, *Parks and Recreation Master Plan*, and *Human Services and Community Vitality in Surprise – A Community that Cares* will help to guide the locations of investment. As the City continues to grow, additional property may be identified that would be suitable for utilizing HUD funding.

The City of Surprise owns the land for the Heritage at Surprise project. Additionally, Surprise owns 17 acres in the Heritage District of the Original Town Site and in 2021 partnered with the Housing Authority of Maricopa County (HAMC) to support HAMC's application for a HUD 202 Senior Housing project to be constructed on the city-owned property. HAMC was awarded \$9.1 million for the 99-unit affordable housing project, which is anticipated to be completed by 2024.

In the 2022 program year, the Surprise City Council approved a new Multigenerational Community Resource Center to be constructed on the remainder of the City-owned property. In partnership with Maricopa County, the new multigenerational community resource center will serve as

a long-term investment in Surprise's economic resiliency and community well-being and increase opportunities for prevention and mitigation programs and services. This project is still in development.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2025	2029	Affordable Housing	Original Town Site Citywide Low/Mod Eligible	Affordable Housing	CDBG: \$340,448	Homeowner Housing Rehabilitated: 2 Household Housing Unit Rental units rehabilitated: 2 Household Housing Unit Other: 15
2	Public Facility Improvements	2025	2029	Non-Housing Community Development	Original Town Site Citywide Low/Mod Eligible	Public Facility Improvements	CDBG: \$116,394	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
3	Public Services	2025	2029	Homeless Non-Homeless Special Needs Non-Housing Community Development	Original Town Site Citywide Low/Mod Eligible	Public Services	CDBG: \$105,000	Public service activities other than Low/Moderate Income Housing Benefit: 380 Persons Assisted Homeless Person Overnight Shelter: 80 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Planning & Administration	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Original Town Site Citywide Low/Mod Eligible	Planning & Administration	CDBG: \$140,460	Other: 1 Other

Table 11 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	The City of Surprise will work to preserve affordable housing in Surprise through the acquisition and rehabilitation of existing homes and create homeownership and rental opportunities for low- and moderate-income households. In partnership with Subrecipients, projects may include rehabilitation of privately owned, single-unit and multi-family homes, acquisition for rehabilitation, and all delivery costs (including staff, other direct costs, and service costs) directly related to carrying out housing rehabilitation activities. CDBG funds will also be used to provide management of the HOME Consortium funded tenant based rental assistance program that provides direct assistance to low-income households who need help paying their rent. These are reported as Other benefits in the affordable housing goals of this plan. Activity Matrix: 14A, 14B, 14G, 14H, 14J

4	Goal Name	Public Facility Improvements
	Goal Description	Improvements to public facilities located in low- to moderate-income areas, or support the development of new affordable housing. These may include: Improvements to access and rehabilitation of facilities for seniors (except permanent housing); Improvements and rehabilitation of homeless facilities; Improvements and rehabilitation of neighborhood facilities; and Improvements to parks and recreational centers. Activity Matrix: 03A, 03C, 03E, 03F
5	Goal Name	Public Services
	Goal Description	Services for low- and moderate-income persons who are disabled, homeless, at risk of becoming homeless, Seniors, and families with children. These services may include: Homeless/AIDS Patients Programs; Senior services; Services for Persons with Disabilities; Youth services, Child care services; and subsistence payments on behalf of individuals or families, generally for the purpose of preventing homelessness. Activity Matrix: 03T, 05A, 05B, 05L, 05Q
6	Goal Name	Planning & Administration
	Goal Description	Expenses related to administering the program, preparing planning documents and reports, and fair housing activities. Activity Matrix: 20, 21A, 21D

AP-35 Projects - 91.420, 91.220(d)

Introduction

The projects listed below align with the City's goals for PY 2025 and the five year Consolidated Plan. The City will be managing the majority of the CDBG funding directly. The projects funded for PY 2025 include housing rehabilitation for homeowners and renters, housing services for LMI households, public facility improvements at the Old Town Site and in Low/Mod Income areas, and public services for LMI and special need groups such as persons with a disability and the homeless. The City will also maintain the administration/planning of HUD funded programs. The City has proposed the following allocation of funds for each project:

Affordable Housing: \$231,842

Public Facility Improvements: \$200,000

Public Services (15%): \$105,000

Admin and Planning (20%): \$140,460

#	Project Name
1	Affordable Housing
2	Housing Services
3	Public Facility Improvements
4	Public Services
5	Administration & Planning

Table 12 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Surprise has identified four (4) priority needs that will be funded during the five-year plan. These include affordable housing, public facility improvements, public services and effective planning and administration of the CDBG program.

Affordable housing will be addressed through housing rehab activities for LMI homeowners and renters. This has been identified as a high need and low-income households may not have the financial flexibility to maintain quality housing conditions, which may lead to housing instability. Housing programs are limited to eligible activities as allowed under the CDBG program. CDBG funds will also be used to provide management of the HOME Consortium funded tenant based rental assistance program that provides direct assistance to low-income households who need help paying their rent.

Public services are a priority, however there is a grant cap of 15% allowed for funding public service

activities. Eligible persons must be LMI, and activities will focus on services for individuals and families at-risk of homelessness.

Public facility improvements are a priority as these activities will increase access to all residents to City services and programs. These improvements must target eligible special need groups or low/mod areas.

The major obstacle the City faces is the general lack of funds to address all priority needs in each annual plan. The City will continue to explore additional funding opportunities through leveraging the resources it currently has.

AP-38 Project Summary

Project Summary Information

1	Project Name	Affordable Housing
	Target Area	Citywide Low/Mod Eligible
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$260,448
	Description	Through subrecipients the City will complete housing acquisition and rehabilitation activities to create homeownership and rental housing opportunities for low- and moderate-income households. Activities also includes all delivery costs (including staff, other direct costs, and service costs) directly related to carrying out housing rehabilitation activities. This may include appraisal, architectural, engineering, and other professional services; preparation of work specifications and work write-ups; loan processing and underwriting; survey, site, and utility plans; application processing and other eligible activities.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Homeowner Housing Rehabilitated: 2 Household Housing Unit Rental units rehabilitated: 3 Household Housing Unit
	Location Description	Citywide, eligible households.
	Planned Activities	Through subrecipients the City will complete housing acquisition and rehabilitation activities to create homeownership and rental housing opportunities for low- and moderate-income households. Activities also includes all delivery costs (including staff, other direct costs, and service costs) directly related to carrying out housing rehabilitation activities. This may include appraisal, architectural, engineering, and other professional services; preparation of work specifications and work write-ups; loan processing and underwriting; survey, site, and utility plans; application processing and other eligible activities. Activity Matrix: 14A, 14B, 14G, 14H <i>24 CFR 570.202(a)(1), 24 CFR 570.202(b)(1) 24 CFR 570.202(b)(9) or 42 USC 5305(a)(4)</i>

2	Project Name	Housing Services
	Target Area	Citywide Low/Mod Eligible
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$80,000
	Description	The City will fund housing services, except housing counseling, under 24 CFR 5.100 in support of the HOME program. As a member of the Maricopa County HOME Consortium, HOME program activities are funded by the HOME Consortium.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Tenant-based rental assistance: 15 households
	Location Description	Citywide, eligible households.
	Planned Activities	CDBG funds will be used to provide management of the tenant based rental assistance program that provides direct assistance to low-income households who need help paying their rent. Tenant-Based Rental Assistance (TBRA) is a rental subsidy that helps make up the difference between what a renter can afford to pay and the actual rent for a home. Activity Matrix: 14J <i>24 CFR 570.201(k) or 42 USC 5305(a)(20)</i>
3	Project Name	Public Facility Improvements
	Target Area	Original Town Site Citywide Low/Mod Eligible
	Goals Supported	Public Facility Improvements
	Needs Addressed	Public Facility Improvements
	Funding	CDBG: \$116,394
	Description	The City will fund improvements to public facilities located in low- and moderate-income areas.
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500Persons Assisted
	Location Description	Original Town Site and Citywide low/mod areas.
	Planned Activities	The City will provide improvements to public facilities that serve homeless or persons at risk of becoming homeless. As well as other eligible expenses under this category. Activity Matrix: 03A, 03C, 03E, 03L <i>24 CFR 570.201(c) or 42 USC 5305(a)(2)</i>
4	Project Name	Public Services
	Target Area	Citywide Low/Mod Eligible
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$105,000
	Description	The City will fund services to low- and moderate-income persons who are elderly, disabled, homeless, or at risk of becoming homeless.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted Homeless Person Overnight Shelter: 80 Persons Assisted
	Location Description	Citywide, eligible.
	Planned Activities	Activities may include funding for crisis assistance for individuals and families, homelessness services, services for persons with disabilities, and senior services. Activity Matrix: 05Q (Subsistence payments) - <i>24 CFR 570.207(b)(4) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)</i> 05A (Senior services) - <i>24 CFR 570.201(e)</i> 03T (Homeless programs) - <i>24 CFR 570.201(e)</i> 05B (Services for persons with a disability) - <i>24 CFR 570.201(e)</i>

5	Project Name	Program Administration
	Target Area	Original Town Site Citywide Low/Mod Eligible
	Goals Supported	Planning & Administration
	Needs Addressed	Planning & Administration
	Funding	CDBG: \$140,460
	Description	Expenses related to administering the program, preparing planning documents and reports, fair housing activities, and other eligible expenses under this category.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A. Planning and administration of HUD programs provides a benefit to all families in Surprise.
	Location Description	Citywide, eligible.
	Planned Activities	Expenses related to administering the program, preparing planning documents and reports, fair housing activities, and other eligible expenses under this category. Activity Matrix: 20, 21A, 21D, 21H <i>24 CFR 570.206 or 24 CFR 570.489(a)(3) + 24 CFR 570.206 or 24 CFR 570.205 + 24 CFR 570.206(i)(2) or 42 USC 5305(a)(13)</i>

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City's will limit low mod area benefit (LMA) to public facility improvements in the Original Town Site (OTS). All of other projects such as housing rehab, housing services and public services in the 2025 Annual Action Plan will occur citywide.

The **Original Town Site (OTS)** is the historic center of Surprise. It is just over one square mile, 664 acres in area -- bounded by Bell Road on the north, Dysart Road on the west, Greenway on the south and El Mirage on the east. Grand Avenue (U.S. 60) and the Santa Fe railroad tracks angle through the area, separating the north and south portions of the neighborhood.

The OTS is remarkable in its variety. Existing conditions range from the oldest, original residences and businesses in the City to the Bell Road Corridor shops, restaurants, hotels and offices as well as public facilities, commercial development and new housing within the neighborhood. There are also vacant parcels, properties in need of rehabilitation and marginal land uses that are prime candidates for redevelopment.

See the Discussion for a description of low-income and minority concentrations in Surprise.

Geographic Distribution

Target Area	Percentage of Funds
Original Town Site	30
Citywide Low/Mod Eligible	70

Table 13 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City is actively working to improve the Original Town Site (OTS) and has identified the high priority need for public facility improvements. See the AP-35 Projects for details on the activities funded and funding allocated towards these activities.

The Original Town Site (OTS) of Surprise currently includes over 16% of undeveloped lands within its boundaries, in addition to many vacant properties. The ultimate pattern of revitalization supports design strategies and public improvements that capitalize on the cultural aspects of walkability and “front yard-living” that provide the basis for a vibrant, culturally diverse community, while providing regional connectivity and expanded services. Current planning efforts for this area include the Village 1 Plan and

the Specific Plan for the revitalization of the OTS. The OTS is also a designated Opportunity Zone.

Low/mod areas are defined by HUD as block group tracts where at least 51% of the residents are from low- to moderate-income households. However, as stated in section 105(c)(2)(A)(ii) of the Housing and Community Development Act of 1974, as amended, says that an activity shall be considered to principally benefit low and moderate income persons when "the area served by such activity is within the highest quartile of all areas within the jurisdiction of such city or county in terms of the degree of concentration of persons of low and moderate income." Surprise is an exception grantee, and the "top quartile" tracts with the lowest income population in the City are considered low/mod (47.6%). Low/mod block group tracts are eligible for activities such as public improvements to neighborhood facilities, parks, community centers, and public infrastructure like streets and sidewalks.

To determine LMI tracts the City utilizes HUD's CDBG Low Mod Income Summary Data (LMISD) from the HUD Exchange website, which has defined the eligible block group tracts within the jurisdiction. The tracts can be viewed at: <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>.

Discussion

Race/Ethnic Minority Concentration

A "racial or ethnic concentration" is any census tract where a racial or ethnic minority group makes up 10% or more of that group's citywide percentage. Data was taken from the 2018-2022 ACS 5-Year estimates. Due to the small sample size, only racial or ethnic groups making up at least 1% of the City's population were analyzed.

Black or African American, non-Hispanic: This group makes up 5.0% of the citywide population, and a census tract is considered a concentration if 15.0% of the population is part of this racial group. There are no tracts with a concentration of this race group.

Asian, non-Hispanic: Approximately 2.4% of the City population identifies as Asian. A census tract is considered a concentration if 12.4% of the population is part of this racial group. There are no tracts with a concentration of this race group.

Hispanic: Hispanics comprise 20.9% of the City's population, and a census tract is considered a concentration if 30.9% of the population is part of this ethnic group. There are three tracts with a concentration of persons identifying as Hispanic. Centrally, Census Tract 04013040540 running along West Grand Ave is 36.4% Hispanic. There are also two tracts in the south east part of Surprise with a concentration, which are Census Tract 04013060801 with 67.8% and 04013061038 with 37.5% of the ethnic group.

Low-Income Households Concentration

A “low-income concentration” is any census tract where the median household income (MHI) is 80% or less than the MHI for the City of Surprise. According to the 2018-2022 ACS 5-Year Estimates, the MHI in the City is \$87,756. A tract is considered to have a low-income concentration if the MHI is \$70,204 or less. There are seven (7) tracts with a concentration of LMI households with the majority of tracts located in the south east portion of the City. Census Tract 04013040541 is partially located in the City, and the only tract located in the north west part of the City. Census Tracts 04013040526, 04013040531, 04013060801, 04013061028, and 04013617400 are all located in the south east part of Surprise. Tract 04013040507 is also found in the south west; however it is only partially located within the city limits. For a map displaying a concentration of low/mod households, see the MA-50.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The projects included in the 2025 Annual Action Plan were selected based on the range and quality of services and programs designed for the most vulnerable residents, as well as their alignment with the priorities outlined in the City's Consolidated Plan. These projects aim to address several planning objectives of the City of Surprise.

This section will discuss additional actions the City will take to meet the needs of its residents in Surprise. This includes addressing barriers to meeting the needs of underserved populations, promoting and maintaining safe and affordable housing, reducing the number of families living in poverty, and developing institutional structures. Furthermore, it will outline how the City plans to enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The City of Surprise continues to focus on the needs of low- and moderate-income residents and to provide needed services that will help improve their lives.

Veterans, Disability, and Human Services Commission

In 2018, the City Council voted to disband the Disability and Advisory Commission and expand it into a new commission, the Veterans, Disability, and Human Services Commission. The expanded commission is charged with assisting in the development and/or expansion of city programming related to veterans, people with special needs, and those in need of general human services and workforce development.

In January of 2021, the Veterans, Disability, & Human Services Commission finalized their Strategic Plan. The Strategic Plan aligns with the Community Needs Assessment and will provide recommendations to the Surprise City Council for prioritization of enhanced service delivery infrastructure with the City of Surprise. These recommendations will be based on the expertise of the Commission, as well as the data and highlighted needs outlined in the assessment.

Surprise Community Outreach Program

In an effort to support and enhance the quality of life in Surprise, the Mayor and City Council offer the Surprise Community Outreach Program (SCOP). The program provides financial assistance to qualified nonprofits that provide direct services to City of Surprise residents. The Surprise City Council set aside up to \$100,000 for FY 2025. Applicants must provide direct services which improve the health and welfare of

Surprise residents.

Surprise Resource Center

The City of Surprise Resource Center provides a central location for local service providers to reach out to persons experiencing homelessness. The Surprise Resource Center is a one-stop-shop for social services. Through strategic partnerships with a growing number of community-based organizations and government agencies, the Center offers Surprise residents connections to services that include everything from rent and utility assistance to employment support to food and nutrition resources. The Resource Center continues to administer the federal rental and utility assistance received from Maricopa County for Surprise and El Mirage residents.

Programs offered at the Resource Center include:

- Community Action Program (CAP) for Surprise and El Mirage, Sun City, Sun City West, Waddell, and Wittman.
- Arizona@Work Maricopa County, All Employment Assistance
- Eve's Place - mobile domestic violence advocacy services, New Life Center – DV support groups
- Adelante Healthcare – WIC Services, Benefits Eligibility Assistance (SNAP, TANF, AHCCCS, ACA,

Kidscare), Health Screenings

- Helping Families in Need (SNAP, TANF, AHCCCS, ACA, Kidscare)
- St. Mary's Food Bank (TEFAP), and Kidscafe
- Medicare and Medicaid support counseling
- LSS I-HELP – homeless services
- Phoenix Rescue Mission – Homeless Street Outreach
- Veteran Navigation
- Department of Veterans Services – Veteran Benefit Counseling
- Fresh Start Women's Center – Case management for Women
- A New Leaf – Volunteer Income Tax Assistance
- One in Ten – Youth Support group for LGBTQ
- Southwest Behavioral Health – Counseling services for youth
- Autism Life & Learning – support and life skills for those older youth diagnosed with Autism
- Child & Family Resources – parent group for families with children ages 0-5
- Chance Shelter – Pet services
- Arizona Science Center – STEM Programming
- Southwest Human Development – Early Literacy Programming
- Team4Kids – Special Needs Playgroup
- Phoenix Zoo – STEM Programming
- First Things First – Family Resource Center, Early Childhood Programming and services

Actions planned to foster and maintain affordable housing

The preservation of existing affordable housing is one of the most impactful investments the City can make to foster affordable housing. The City has partnered with a non-profit housing provider to acquire and rehabilitate existing homes, creating homeownership opportunities for low- and moderate-income households. In 2020, the City collaborated with A New Leaf to administer the Tenant-Based Rental Assistance program, helping eligible residents achieve stable and affordable housing. This partnership will continue into PY 2025 and is funded through the City's HOME program, which receives an annual allocation from the Maricopa County HOME Consortium.

The development of new affordable rental units remains a high priority for the City. In PY 2023, the City teamed up with Native American Connections (NAC), which used funding from Maricopa County to acquire and create bridge housing for households transitioning out of homelessness while they search for permanent housing. The City will continue this partnership with NAC into PY 2025 to acquire and rehabilitate additional residential units aimed at creating affordable rental housing.

Actions planned to reduce lead-based paint hazards

The health risks that lead-based paint in homes poses to young children continue to be a significant

concern for both the housing industry and public health organizations. The City is dedicated to tackling the challenges faced by young families living in homes with lead-based paint. Two programs managed by the City will take direct actions to address lead-based paint hazards.

Housing Rehabilitation Lead-based Paint

The City of Surprise's lead-based paint evaluation and reduction of lead-based paints involves the following areas: notification, lead hazard evaluation, lead hazard reduction, and clearance. All projects are evaluated for applicability to the Lead-Safe Housing Rule and managed per the standards of the rule. A Housing & Community Services staff member is required to be an EPA-certified Risk Assessor to be qualified to evaluate homes for lead hazards and review third-party testing when developing projects where lead hazards are present. The City is committed to addressing the challenges faced by young families living in homes with lead-based paint.

TBRA Lead-based Paint

This program is funded by HOME Consortium funds; however it is described here as it remains an integral part of the City's LBP hazard removal activities. TBRA lead-based paint requirements apply to dwelling units occupied or to be occupied by families or households that have one or more children under age six, the common areas servicing the units, exterior painted surfaces associated with such units, and other areas used by unit residents and frequented by children under age six.

Units with tenant-based rental assistance and households with no children under the age of six are exempt from the requirements, except families and households in all tenant-based rental assistance pre-1978 units, who must receive the lead hazard information pamphlet and disclosure information.

The City of Surprise TBRA activities for units with families or households that have one or more children under age six must include: notification, lead hazard evaluation, lead hazard reduction, ongoing maintenance, and responding to children with environmental intervention blood lead levels.

Actions planned to reduce the number of poverty-level families

The goals in this plan work directly to reduce poverty in Surprise by addressing the priority needs identified in this plan. Public services will be provided to address basic needs of LMI residents and improve access to all City services. The City will also fund public services that directly address homelessness in Surprise. Affordable housing rehab activities will help prevent conditions that may lead to housing instability. Public facilities and infrastructure improvements will revitalize low/mod neighborhoods and make these areas accessible to all residents. Another goal of public improvements is to invite more investments into

low/mod areas.

The Surprise Resource Center will remain a vital part of the support system for families living in poverty in Surprise. It serves as a one-stop shop for social services. Through strategic partnerships with an increasing number of community-based organizations and government agencies, the Center connects residents to a variety of services, including assistance with rent and utilities, employment support, as well as food and nutrition resources.

In 2023, the Surprise Resource Center partnered with First Things First to establish a Family Resource Center. Family Resource Centers offer services to families with children from birth to age 5, focusing on building parental resilience, enhancing knowledge of parenting and child development, fostering social connections, improving the social and emotional competence of children, and providing concrete supports.

These elements are strengths that individuals, families, communities, and societies can leverage to reduce risks and encourage positive well-being and healthy development. Children who have positive and stable relationships with their parents and caregivers, along with quality childcare and preschool experiences, tend to perform better academically and in life. They are more likely to read at grade level and graduate from high school, which prepares them for college and careers. Additionally, these children generally enjoy better health and rely less on public welfare resources. Overall, these favorable outcomes for children also help save taxpayers' money. Programming & Services available to caregivers of children 0-5 at the Surprise Resource Center include:

- Information and referral
- STEM Programming
- Parenting classes
- Early Literacy Classes
- Kindergarten Readiness
- Play Groups
- Car Seat Education
- Financial Literacy
- Employment Services
- Parent Support Groups

The City of Surprise will provide short- and long-term rental and utility assistance utilizing HOME and CDBG funding to assist families who are homeless or at risk of becoming homeless to access stable, affordable housing. The City's partnership with Lutheran Social Services and HAMC will help families make the

transition and provide stable housing opportunities.

The City is dedicated to the principle that safe and stable housing is essential for achieving self-sufficiency and overcoming poverty. To support this goal, the City has partnered with A New Leaf, Maricopa County, and the State of Arizona to establish the West Valley Housing Assistance Center. This center offers non-congregate, short-term emergency housing, access to Coordinated Entry, rapid re-housing, and tenant-based rental assistance. Additionally, it provides access to other supportive services aimed at helping individuals secure stable housing within thirty to sixty days.

Actions planned to develop institutional structure

The City of Surprise's Human Services and Community Vitality (HSCV) Department, specifically the Housing and Community Services Division, is responsible for developing the Consolidated Plan, the Annual Action Plan, and the annual CAPER. The Housing and Community Services Division is adequately staffed to manage the complexities of its programs and has a succession plan in place to address staffing changes. This division will collaborate with HSCV staff, other city departments, and sub-grantees to achieve the goals and projects outlined in the Annual Action Plan. Additionally, Housing and Community Services is responsible for monitoring the performance of sub-grantees and ensuring compliance with program requirements.

HSCV and Housing & Community Services will collaborate closely with the VDHS Commission to monitor the progress of the Consolidated Plan. This will involve annual reviews of the CAPER reporting and a thorough examination of the Annual Action Plans. Adjustments will be made as necessary to address evolving needs.

The City is a member of the National Community Development Association (NCDA) and regularly attends the NCDA annual conference in Washington, D.C., to stay informed about program requirements and learn best practices from industry experts. When funding permits, staff will also participate in Community Planning and Development program trainings, seminars, and conferences to enhance their knowledge and capacity. Additionally, training will be provided to sub-grantees and partners to strengthen the community's service provider capacity, ensuring overall success.

The City is committed to the housing market and, in 2023, released a Housing Study aimed at enhancing the community's understanding of housing trends and needs. The study outlines a comprehensive strategy to improve housing conditions in Surprise. It was conducted in consultation with stakeholders, community leaders, housing providers, and the general public.

Actions planned to enhance coordination between public and private housing and social

service agencies

City staff actively participate in and are members of several key organizations, including the West Valley Municipal Human Services Collaborative, the Maricopa Regional Continuum of Care, and the West Valley Human Services Collective. Additionally, they regularly meet with the Housing Authority of Maricopa County. These regional stakeholders have a strong history of collaboration to achieve common community goals.

The City of Surprise Resource Center holds quarterly partner meetings to discuss available resources and coordinate their efforts. Furthermore, the Housing and Community Services department organizes quarterly meetings of the Surprise Area Homeless Collaborative to share resources and address issues related to housing and homelessness within the community.

The City is a member of the Arizona Housing Coalition and is dedicated to ensuring safe and affordable housing for all Arizonans. Our goals include effectively ending homelessness and providing an adequate supply of housing. Developing new affordable rental units remains a top priority for the City. In 2023, we completed a comprehensive housing needs assessment, which will guide us in creating new strategies to address affordable housing. We will also involve both public and private housing providers in the development of these strategies.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

This section describes the program specific requirements of the CDBG program. The City does not anticipate receiving program income in PY 2025. The City also received HOME program funds through the Maricopa County HOME Consortium, however since the City is not a direct recipient of HOME funds it is not described here in this plan.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

2025-2029 Consolidated Plan & Program Year 2025 Annual Action Plan

City Council Approval

April 15, 2025



SURPRISE
ARIZONA

Introduction

- The City of Surprise is a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funding.
- The City receives the CDBG annual allocation as a direct entitlement community.
- The City receives an annual allocation of HOME funding as a member of the Maricopa HOME Consortium.

Introduction – Consolidated Plan

- The Consolidated Plan is a U.S Department of Housing and Urban Development (HUD) planning tool for these federal grant funds.
- It outlines the city's strategic vision for using CDBG to address housing, community development, and economic needs, with a focus on benefiting low- and moderate-income residents.
- The ConPlan lays out the priority needs and goals for the next five years and is accompanied by annual action plans.



HUD Consolidated Plan Process

City develops
**Consolidated Plan
(ConPlan)**



- **Needs Assessment & Market Analysis**
- Priority needs Identification
- Strategic goals for funds
- Annual Action Plan (1-year funding)
- Opportunities for **Citizen Participation**

**ConPlan is approved &
submitted to HUD**



**HUD awards grant funds to
the city to fund activities in
ConPlan and AAP**



How to Participate:

1. *Community Meetings*
2. *Community Survey – Posted Online*
3. *Stakeholder Survey – Posted Online*
4. *30-Day Public Comment Period – Draft ConPlan for public feedback is from March 5 – April 9, 2025*

ConPlan – Major Components & Allocation

Five Major Components

- 1. Needs Assessment
- 2. Housing Market Analysis
- 3. 5-Year Strategic Plan
- 4. Annual Action Plan
- 5. Citizen Participation

HUD 2024 Allocation

Source	Amount
CDBG	\$702,302
HOME	*\$195,685

*Via Consortium

(2025 HUD allocations TBD)

Citizen Participation – Survey Highlights

Community Survey - Top Priority Needs:

(216 responses)

1. Affordable Housing

- New Construction of Affordable Housing
- HVAC Replacement or Repairs
- Down Payment Assistance

2. Public Improvements

- Street Improvements
- Water Quality Improvements
- Neighborhood Cleanup

3. Public Facilities

- Multi-Purpose/Community Center
- Parks & Recreational Facilities
- Homeless Shelters



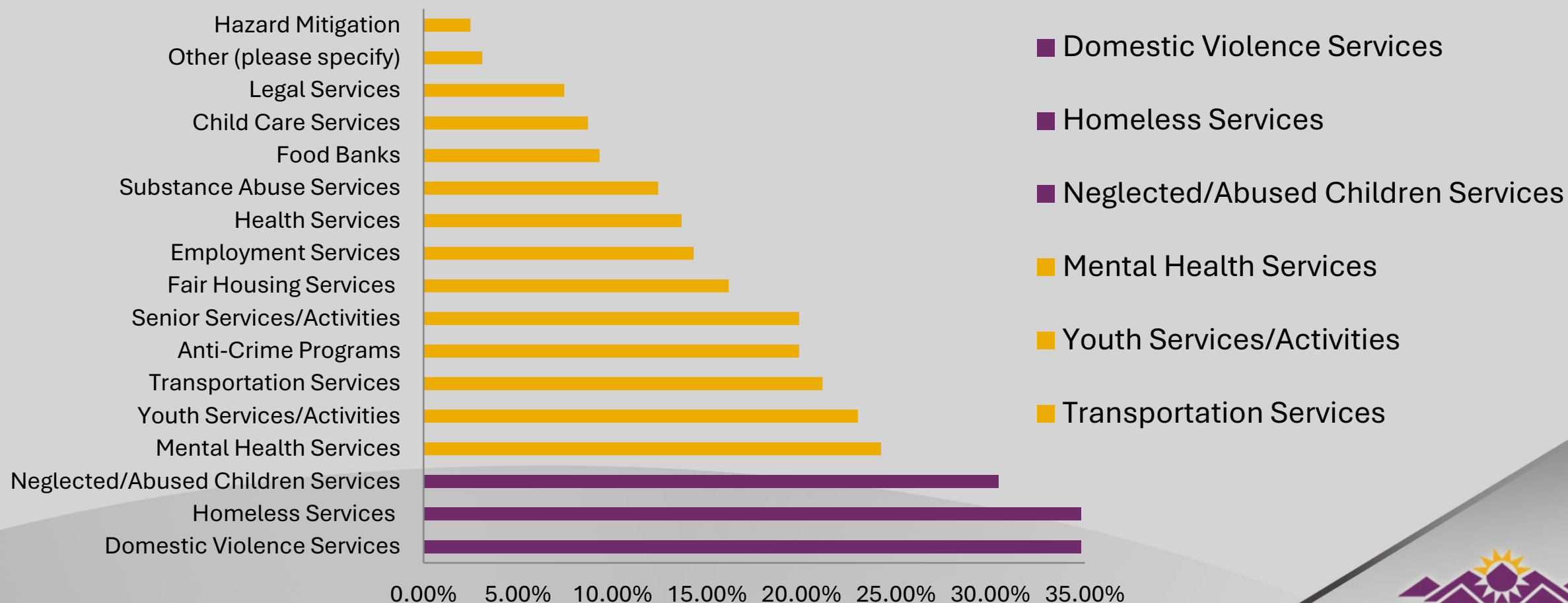
SURPRISE

ARIZONA

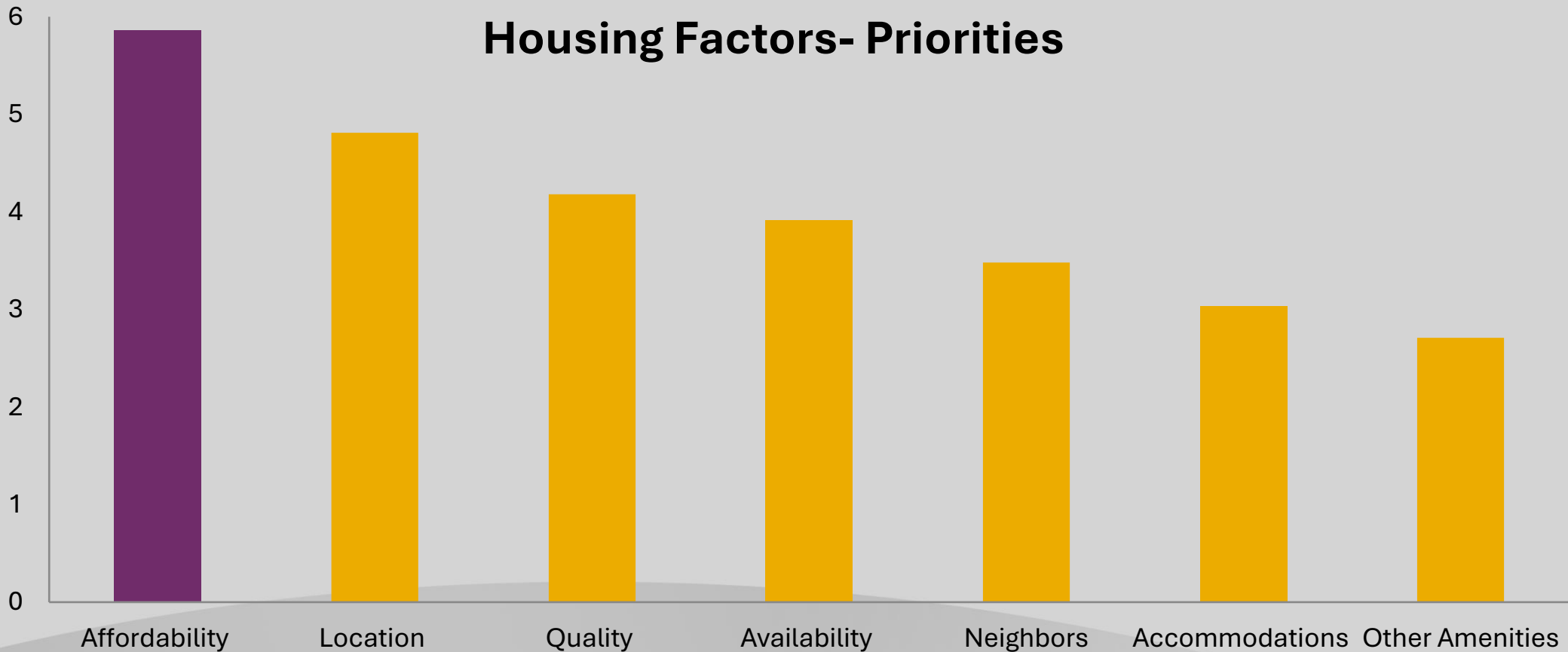
Page 311 of 542

Citizen Participation – Survey Highlights

Public Services - Priorities



Citizen Participation – Survey Highlights



2025-2029 ConPlan - Priority Needs

Priority Needs	Goals
Affordable Housing	1A Affordable Housing 1B Housing Services
Public Facility Improvements	2A Public Facility Improvements
Public Services	3A Public Services
Planning and Administration	4A Administration & Planning

2025 Action Plan Projects - CDBG

Project Name	Funding
CDBG Affordable Housing & Housing Services (37%)	\$256,842
CDBG Public Facility Improvements (28%)	\$200,000
CDBG Public Services (15%)	\$105,000
CDBG Administration (20%)	\$140,460
TOTAL 2025 Program Year Funds	\$702,302

(Pending federal action)

2025 Action Plan Projects - HOME

Project Name	Funding
HOME Tenant Based Rental Assistance (TBRA)	\$195,685
TOTAL 2025 Program Year Funds	\$195,685

(Pending federal action)

Citizen Participation

Summary of Citizen Participation and Outreach:

- Community and Stakeholder Surveys
- Stakeholder Meetings
- Community Organization Consultation
- Subrecipient Technical Assistance
- Public Notices
- Press Releases
- Social Media
- Public Hearing on “Needs”

Fair Housing

As a recipient of HUD funding, the City must certify it will comply with the Fair Housing Act (42 U.S.C. 3601-19) and will affirmatively further fair housing.

The purpose of the Fair Housing Act is to eliminate discrimination in housing based on seven (7) protected classes:

1. Race
2. Sex
3. Color
4. Religion
5. Familial Status
6. Disability
7. National Origin

HUD has terminated the Affirmatively Furthering Fair Housing (AFFH) rule

Fair Housing

What is Affirmatively Furthering Fair Housing (AFFH)?

Affirmatively furthering fair housing is defined in the Fair Housing Act as taking “meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics”.

Analysis of Impediments

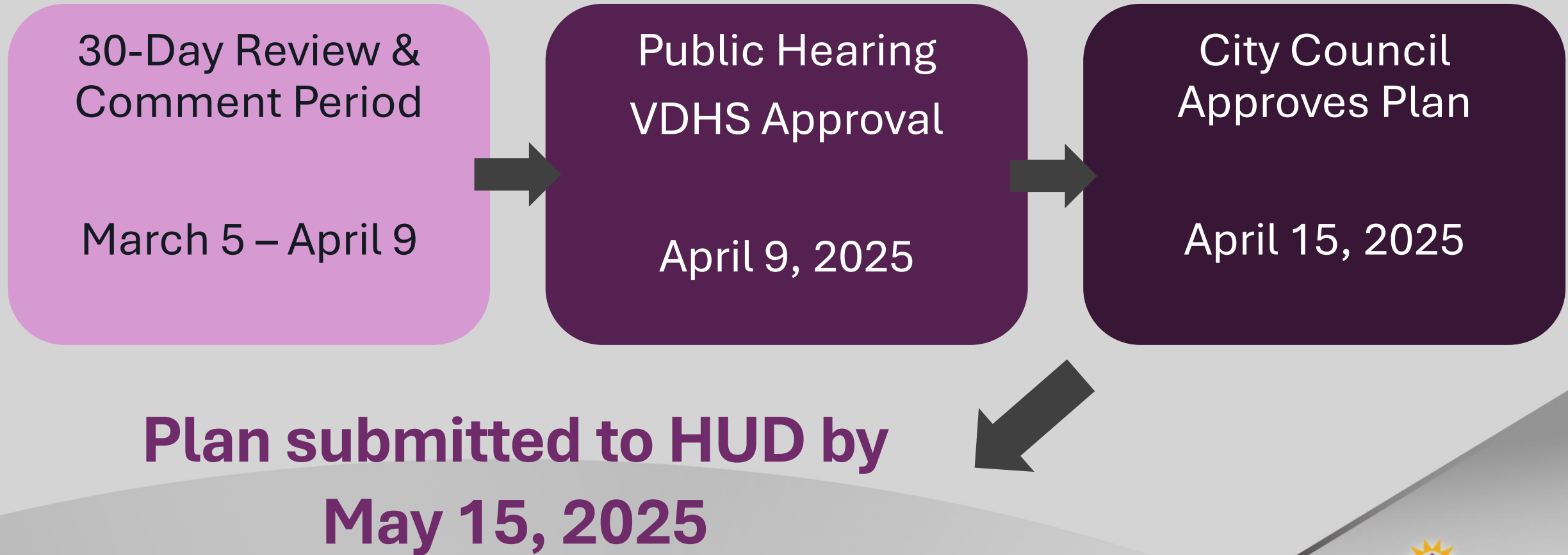
Contributing Factors to Fair Housing Choice

1. Insufficient affordable housing in a range of unit sizes
2. Insufficient accessible affordable housing
3. Failure to Make Reasonable Accommodations
4. Lack of fair housing infrastructure
5. Insufficient fair housing education

Fair Housing Goals

1. Increase availability of accessible housing
2. Promote housing outside of R/ECAPs
3. Review zoning codes for barriers to housing
4. Enhance community services
5. Increase community fair housing knowledge

Phases and Processes



(TBD based on HUD allocation release dates)

Questions or Comments?

Adam Lane

Human Service & Community Vitality

Housing & Community Services Manager



SURPRISE
ARIZONA



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 15, 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 approval of the North Copper Canyon Parcel 7.1 Alternative Assurance Agreement. City Case Number FS24-0823. Resolution #2025-26.

Motion:

I move to approve the North Copper Canyon Parcel 7.1 Alternative Assurance Agreement. Resolution #2025-26.

Background:

On March 14, 2025, Courtland Homes, Inc. was notified that the Final Plat entitled “Final Plat for North Copper Canyon – Parcel 7.1” would be approved by the Community Development Director after the Alternative Assurance Agreement was approved by City Council. In the North Copper Canyon Parcel 7.1 Alternative Assurance Agreement, the Subdivider is requesting that the City of Surprise allow, as an alternative to posting financial assurances, to construct and install all the required infrastructure improvements of the property within twelve (12) months of the effective date of this Agreement, after final plat approval by the Community Development Director but before final plat recordation. This is an option made available to developers in the Land Development Ordinance Sec 108-3.2.A.2 of the City of Surprise Municipal code. In lieu of acceptable financial assurances, the City will not record the final plat until which time the entire infrastructure is constructed, installed, and accepted by the City of Surprise or replaced by traditional acceptable financial assurances.

Objective Analysis:

The purpose of allowing the Subdivider, as an alternative to posting financial assurances, to extend the completion date an additional twelve (12) months from the date in the Agreement is to construct and install all the required infrastructure improvements.

Policy Compliant:

This item is policy compliant per Part II – Land Development Ordinance Sec 108-3.2.A.2.

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 2025-26_AAA NCC Parcel 7.1
-

RESOLUTION # 2025-26

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE ALTERNATIVE ASSURANCE AGREEMENT BETWEEN THE CITY OF SURPRISE AND COURTLAND HOMES, INC., PERTAINING TO NORTH COPPER CANYON - PARCEL 7.1.

WHEREAS, the City of Surprise Municipal Code § 108-3.2.A.2 allows the Community Development Director, in lieu of requiring financial assurances, to approve a final plat but withhold recordation until completion and acceptance of all required infrastructure improvements;

WHEREAS, Courtland Homes, Inc., owns approximately 24 acres of land generally located on the southwest corner of N. Cotton Ln. and W. Waddell Rd., as more particularly described in Exhibit A (the "Property") to the Alternative Assurance Agreement (the "Agreement") that is the subject of this Resolution and is attached as Exhibit "I" hereto;

WHEREAS, Courtland Homes, Inc., desires, as an alternative to posting financial assurances, to construct and install all required infrastructure improvements of the Property within twelve (12) months of the effective date of the Agreement, after final plat approval by the Community Development Director but before final plat recordation;

WHEREAS, the Community Development Director, City Engineer, and Courtland Homes, Inc., have agreed upon the subject Agreement which sets forth, among other things: (1) the conditions, terms, restrictions, and requirements for the completion of all required infrastructure of the Property; (2) the basis for an extension of the required completion of all infrastructure improvements for an additional twelve (12) month period, as legally permitted; and (3) other matters related to infrastructure improvements of the Property; and

WHEREAS, the City of Surprise and Courtland Homes, Inc., now desire to obtain City Council approval to enter into the Agreement, attached as Exhibit "I."

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

Section 1. The Alternative Assurance Agreement between the City of Surprise and Courtland Homes, Inc., attached hereto as Exhibit "I," is hereby approved;

Section 2. The Mayor is hereby directed on behalf of the City of Surprise to execute the Agreement and any other documents necessary to effectuate the intent of this Resolution.

APPROVED AND ADOPTED this ____ day of _____, 2025.

Kevin D. Sartor, Mayor

Attest:

Approved as to form only:

Kristi Passarelli, City Clerk

Jeffrey Murray, Acting City Attorney

EXHIBIT I

Alternative Assurance Agreement

NORTH COPPER CANYON PARCEL 7.1 ALTERNATIVE ASSURANCE AGREEMENT

This North Copper Canyon Parcel 7.1 Alternative Assurance Agreement ("Agreement") is dated as of this ___ day of _____, 2025 (the "Effective Date") by and between the City of Surprise, Arizona, an Arizona municipal corporation (the "City"), and Courtland Homes, Inc., an Arizona corporation, and Austin Ranch LLC, an Arizona limited liability company ("Subdividers"). The City and Subdividers may be individually referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City of Surprise Land Development Ordinance, Section 108-3.2.A.2 allows the Community Development Director to approve a final plat, but withhold recordation of the final plat until completion and acceptance of all required infrastructure improvements.

WHEREAS, the Parties desire to enter into this Agreement for the purpose of allowing Subdividers, as an alternative to posting financial assurances, to construct and install all of the required infrastructure improvements within twelve (12) months of the date of this Agreement, after approval of a final plat by the Community Development Director but before recordation of the final plat. This Agreement shall also be used as a basis for an extension of the required completion of improvements for an additional twelve (12) month period, as permitted by Section 108-3.2.A.2.e.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm, and agree as follows:

SPECIAL TERMS AND CONDITIONS

1. Subdividers shall complete the improvements depicted on the following plans (the "Improvements"), attached hereto as Exhibit A and incorporated herein by this reference:

North Copper Canyon Parcel 7.1, Grading and Drainage Plans

North Copper Canyon Parcel 7.1, Sewer Plans

North Copper Canyon Parcel 7.1, Water Plans

North Copper Canyon Parcel 7.1, Paving Plans

North Copper Canyon Parcel 7.1, Landscape Plans

2. If Subdividers elect to not provide acceptable financial assurances after approval of the final plat by the Community Development Director, as permitted by City of Surprise Land Development Ordinance, Section 108-3.2.A.2, Subdividers shall complete satisfactory construction, installation, and dedication of the Improvements within twelve (12) months of the date the final plat is approved by the Community Development Director as a precondition to recordation of the final plat. In the event the Subdividers fail to initiate and complete construction within the twelve (12) months time period, the City Council may take formal action to rescind approval of the final plat, unless the Subdividers submit, prior to expiration of the initial twelve (12) month time-period, a written request to the Community Development Director for an additional twelve (12) month time-period to initiate and complete construction, which extension is approved by the Community Development Director. If the twelve (12) month time-period expires or is not extended, the Subdividers shall be in default of this Agreement, and the City may choose to take formal action to either rescind the recorded final plat or to do/have done all work; in which case the financial assurance instrument will be charged with all costs and expenses incurred. If the Community Development Director approves a twelve (12) month extension to complete the Improvements, the "Construction of Improvements financial assurance" form shall be amended by the Subdividers to cover the extended time-period.
3. If Subdividers elect to not provide acceptable financial assurances after approval of the final plat by the Community Development Director, as permitted by City of Surprise Land Development Ordinance Section 108-3.2.A.2, no lots may be developed or sold until the Improvements are completed and approved by the City Engineer.
4. If Subdividers elect to not provide acceptable financial assurances after approval of the final plat by the Community Development Director, as permitted by City of Surprise Land Development Ordinance Section 108-3.2.A.2, after the completed Improvements have been inspected and approved by the City Engineer, the final plat shall be recorded by the Community Development Director promptly, and the sale of lots may proceed according to the approved and recorded plat, provided that a two-year warranty shall be submitted covering the completed Improvements.
5. If Subdividers should elect to post financial assurances for any improvement not approved by the City, as permitted by City of Surprise Land Development Ordinance Section 108-3.2.A, the Community Development Director shall promptly record the final plat, and the sale of lots may proceed according to the approved and recorded plat.
6. If Subdividers timely elect to request a twelve-month extension, a revised Agreement, as approved by the City Attorney, regarding the construction of the unfinished portions of the improvements shall be submitted along with the request for the time extension.

GENERAL TERMS AND CONDITIONS

7. Subdividers hereby waive and release the City from any and all claims under A.R.S. § 12-

1134, *et seq.*, including any right to compensation for reduction in the fair market value of the real property that is the subject of this Agreement (North Copper Canyon Parcel 7.1), as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent Subdividers and shall survive the expiration or other termination of this Agreement.

8. This Agreement is subject to cancellation for conflict of interest. Pursuant to A.R.S. § 38-503 and § 38-511, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.
9. The provisions of this Agreement are binding upon and shall inure to the benefit and burden of the Parties and all of their successors in interest and assigns. Subdividers shall provide the City with at least ten (10) business days' written notice in the event that title to all or any part of North Copper Canyon Parcel 7.1 is conveyed or otherwise transferred to a third party that is not related to or an affiliate of Subdividers.
10. This Agreement, including all recitals and exhibits contained herein and attached hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.
11. Upon the conveyance of all or a portion of North Copper Canyon Parcel 7.1 by Subdividers or its successors-in-title or assigns and the assumption by such transferee of Subdividers' obligation under this Agreement, Subdividers or its successors-in-title or assigns, as applicable, shall be released from its liabilities and obligations under this Agreement.
12. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. 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. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise. The only remedies that either Party may seek in the event of a breach or default of this Agreement by the other Party are specific performance, injunction, and declaratory relief. No money damages may be sought or awarded.

IN WITNESS WHEREOF, the parties have executed this Agreement, and this Agreement shall be effective, as of the Effective Date set forth above.

CITY OF SURPRISE, an Arizona municipal
corporation

By: _____
Kevin D. Sartor, Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

Subdividers:

Courtland Homes, Inc., an Arizona corporation

By: *Alan Hamberlin*
Alan Hamberlin

Its: President

Date: 3-31-25

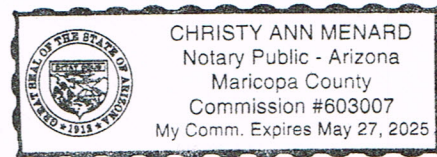
STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me on March 31, 2025, 2025,
by Alan Hamberlin, President of Courtland Homes, Inc., an Arizona corporation, on behalf
of the corporation.

Christy Ann Menard
Notary Public

My Commission Expires:

May 27, 2025



Austin Ranch LLC, an Arizona limited liability company

By: *Alan Hamberlin*
Alan Hamberlin

Its: Manager

Date: *3-31-25*

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me on *March 31, 2025*, 2025,
by Alan Hamberlin, Manager of Austin Ranch LLC, an Arizona limited liability company,
on behalf of the company.

Christy Ann Menard
Notary Public

My Commission Expires:

May 27, 2025

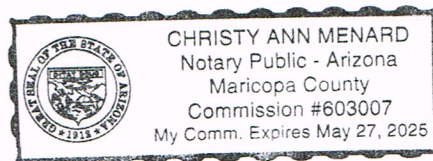
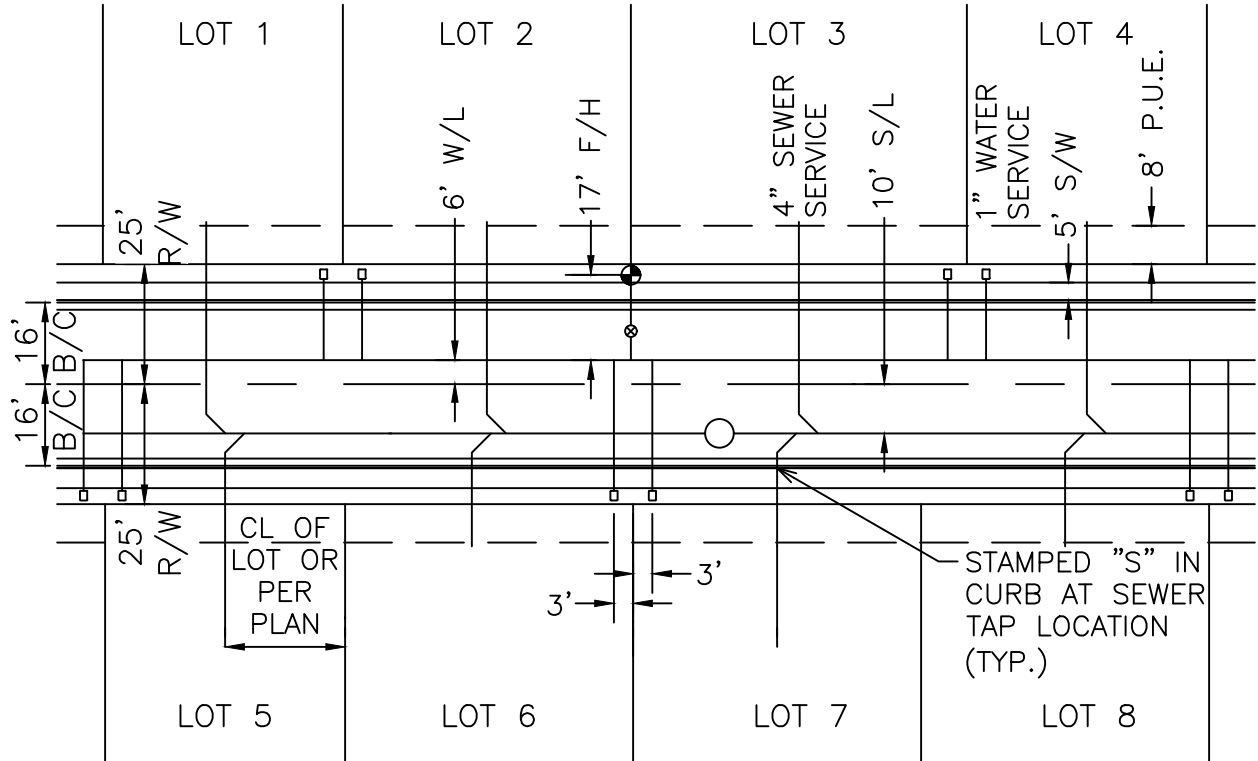


EXHIBIT A

Improvements Plans

LEGEND

B/C	BACK OF CURB	PT	POINT OF TANGENCY
BGN	BEGIN	PL	PROPERTY LINE
BTM	BOTTOM OF BASIN	R/W	RIGHT-OF-WAY
BRW	BOTTOM RETAINING WALL	SW	SIDEWALK
C	CONCRETE	S.W.E.	SIDEWALK EASEMENT
CL	CENTERLINE	TC	TOP OF CURB
D/W	DRIVEWAY	TF	TOP OF FOOTING
ESMT.	EASEMENT	TOF	TOP OF FENCE
EP	EDGE OF PAVEMENT	TRANS	TRANSITION
EX.	EXISTING	TRW	TOP OF RETAINING WALL
F/C	FACE OF CURB	TW	TOP OF WALL
FF	FINISHED FLOOR	Vreq	VOLUME REQUIRED
FG	FINISHED GRADE	Vpro	VOLUME PROVIDED
FL	FLOW LINE		
GB	GRADE BREAK	▲	GRADE BREAK
G	GUTTER	●	PROPOSED FIRE HYDRANT
HWE	HIGH WATER ELEVATION	— —	PROPOSED WATERLINE AND VALVE
HP	HIGH POINT	⊕	EX. FIRE HYDRANT
INT	INTERSECTION	— —	EX. WATERLINE AND VALVE
INV	INVERT ELEVATION	— —	PROPOSED SEWER LINE AND MANHOLE
LP	LOW POINT	⊙	EX. SEWER LINE AND MANHOLE
LF	LINEAL FEET	⌑	CATCH BASIN
MH	MANHOLE	⊙	STORM DRAIN LINE AND MANHOLE
NG	NATURAL GROUND	⌑	EXISTING STREET LIGHT
P	PAVEMENT	⌑	STREET LIGHT
P.U.E.	PUBLIC UTILITY EASEMENT	⌑	STREET SIGN
PC	POINT OF CURVATURE	⊙	SURVEY MONUMENT
PRC	POINT OF REVERSE CURVE	⊙	SHEET NUMBER



TYPICAL SERVICE LOCATIONS-50' ROW
N.T.S.

INSTALL 4" SEWER SERVICE PER M.A.G. STANDARD DETAIL 440-1, 440-4 & C.O.S. DETAIL 7-03 (SCH 40 PVC) 1' FROM BACK OF P.U.E. TYPICAL ALL LOTS (M.A.G. STD. DET. 404-4 STAMPED S IN CURB AT SEWER TAP LOCATIONS)

INSTALL 1" WATER SERVICE TO BE INSTALLED WITHIN RIGHT-OF-WAY AND BACK OF SIDEWALK PER CITY OF SURPRISE.

FLOOD ZONE INFORMATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD X (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO 04013C1205L WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013. FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

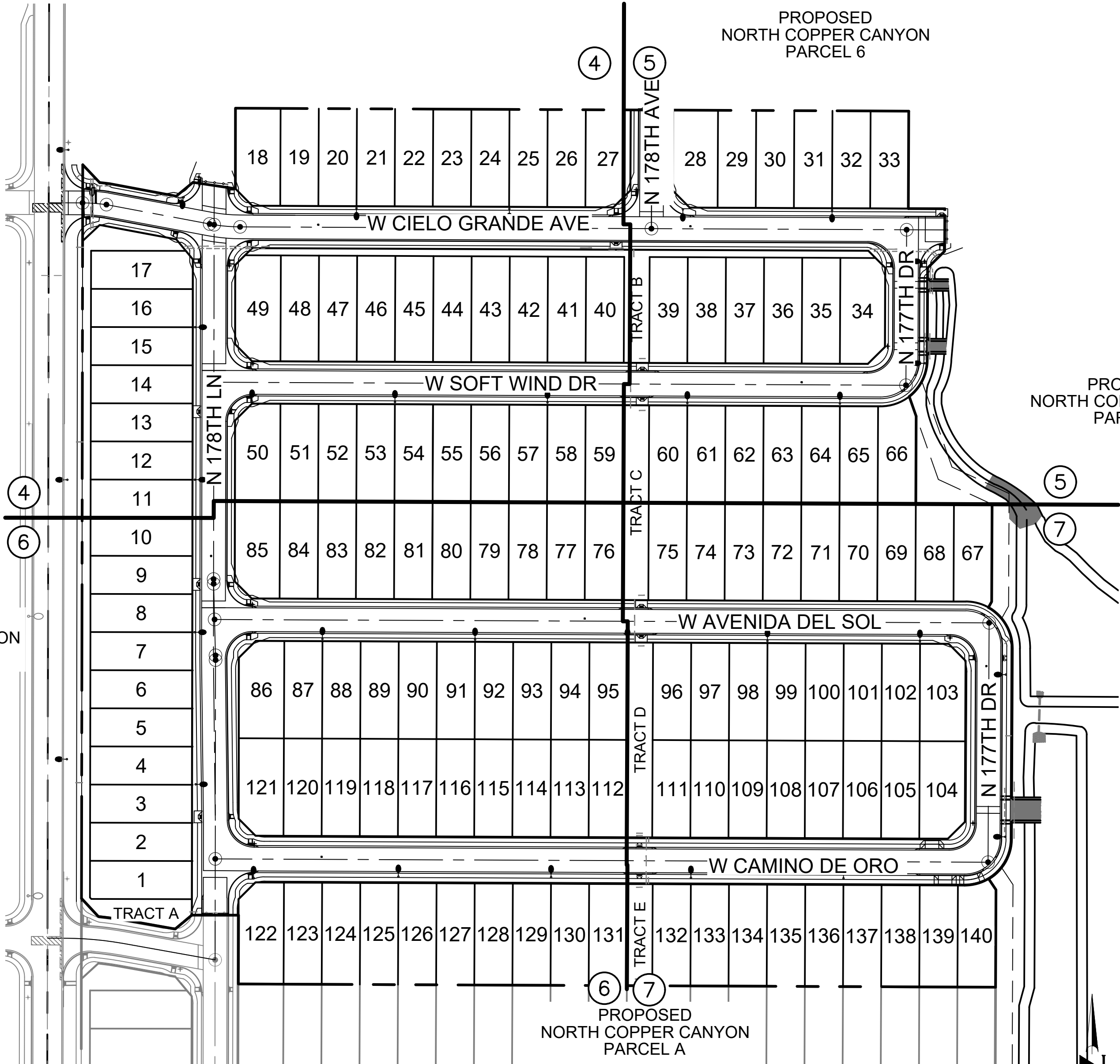
UTILITY NOTIFICATION

THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES AND THE WORK CONTAINED IN THESE PLANS HAS BEEN APPROVED BY THESE COMPANIES WITHIN THEIR AREA OF INTEREST, THE SIZE, AND LOCATIONS, AS SHOWN, OF THE GAS, TELEPHONE, AND POWER LINES, AND CONNECTIONS AGREE WITH THE INFORMATION CONTAINED IN THE UTILITY COMPANY'S RECORDS. WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES, THE CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL PROVISIONS AND/OR AS OTHERWISE NOTED ON THESE PLANS. CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

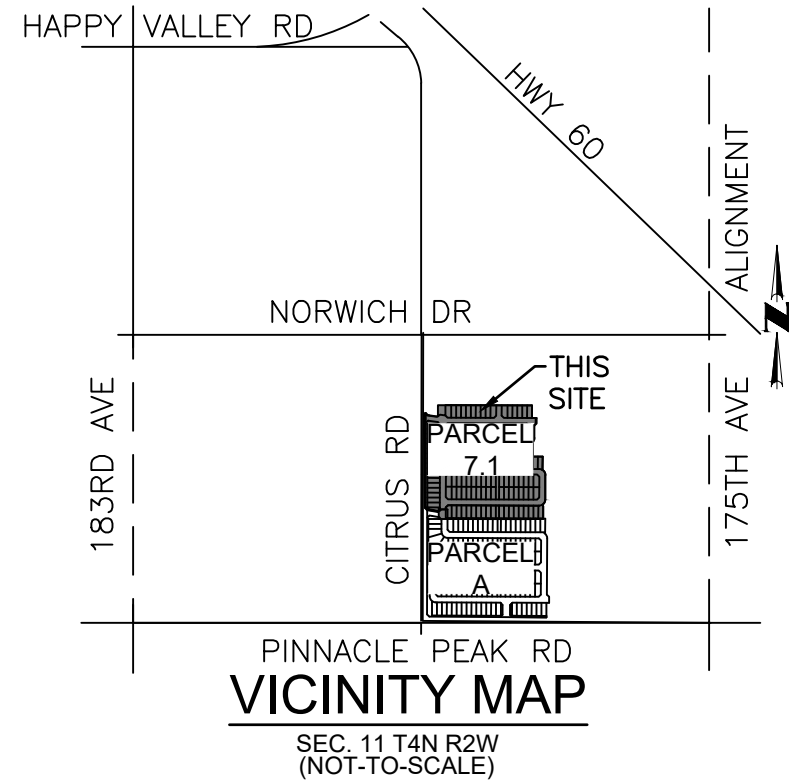
COMPANY	REPRESENTATIVE	DATE
APS - ARIZONA PUBLIC SERVICE	BEATRICE SAUCEDA	7/30/2024
LIBERTY WATER	ROVELL FOGGY	7/30/2024
COX COMMUNICATIONS	JACOB HORSMAN	7/30/2024
CENTURYLINK	DIANE MURPHY	7/30/2024
EPCOR WATER	JOE WHELAN	7/30/2024

GRADING PLANS FOR
NORTH COPPER CANYON
PARCEL 7.1

A PORTION OF LAND LOCATED IN SECTION 11, TOWNSHIP 4 NORTH,
RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



KEY MAP
N.T.S.



VICINITY MAP
SEC. 11 T4N R2W
(NOT-TO-SCALE)

ENGINEER

CVL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 805-7554
CONTACT: MATT OLSEN
EMAIL: MOLSEN@CVLCI.COM

DEVELOPER

COURTLAND HOMES, INC.
4160 WEST KITTY HAWK
CHANDLER, AZ 85226
PHONE: (480) 893-7515
CONTACT: HANS KOPPENHOEFER

BASIS OF BEARING

BASIS OF BEARINGS: SOUTH 00°28'33" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST ACCORDING TO AN UNRECORDED A.L.T.A. SURVEY BY LAND SURVEY SERVICES, PLC.

BENCHMARK

PP187 -
Description: 2 ½ INCH ALUMINUM CAP, CAST: CITY OF SURPRISE GEODETIC SURVEY LS 39593 W/ CITY LOGO. DATUM PT IS THE CEN SUN IN THE LOGO. STATION IS LOCATED ON THE SOUTH SIDE OF PINNACLE PEAK RD AND APPROX. 400' WEST OF 187TH AVE.
Stamping: "PP187"-"2009.87"

Elevation: 1415.48

APPROVALS

CITY OF SURPRISE SIGNATURE BLOCK

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

APPROVED _____ DATE _____
CITY OF SURPRISE ENGINEER

AS-BUILT CERTIFICATION

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

APPROVED _____ DATE _____
ENGINEER OF RECORD

REGISTRATION NO. _____

SHEET INDEX

- 1 COVER SHEET, QUANTITIES
- 2 GENERAL NOTES
- 3 SECTIONS AND DETAILS
- 4-7 PLAN SHEETS

ESTIMATED GRADING QUANTITIES		
DESCRIPTION	UNITS	QUANTITY
CUT (RAW)	CY	52089
FILL (RAW)	CY	4948
RIP-RAP D ₅₀ =6", 12" THICK	SY	412
12" PVC WITH 12" END SECTION FOR HDPE PIPE	LF	114
RETAINING WALL	LF	306

CITY OF SURPRISE GENERAL NOTES

1. THE CONTRACTOR MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIATION FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-7000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (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.

ENGINEER'S GRADING NOTES

1. THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BALANCE DUE TO THE VARYING FIELD CONDITIONS, CHANGING SOIL TYPES, ALLOWABLE CONSTRUCTION TOLERANCES, AND CONSTRUCTION METHODS THAT ARE BEYOND THE CONTROL OF THE ENGINEER.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF WORK, AND EARTHWORK QUANTITIES, IF ANY. NO CLAIM SHALL BE MADE AGAINST THE OWNER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN ACTUAL OR RELATIVE.
3. FINISHED GRADES SHOWN ON THESE PLANS ARE THE FINAL FINISHED GRADES. CONTRACTOR IS RESPONSIBLE FOR OVER-EXCAVATING LANDSCAPE AREAS TO ALLOW FOR PLANTING, DRYWELL AND UTILITY TRENCHING SPOILS AND FOR THE FINAL LANDSCAPE TREATMENT (DECOMPOSED GRANITE, LAWN, ETC).
4. IF PAD CERTIFICATIONS ARE PERFORMED, IT IS UNDERSTOOD THAT THE CERTIFICATION PROVIDES ONLY A REPRESENTATIVE ELEVATION OF THE AVERAGE GRADE OF EACH LOT, BUILDING, OR UNIT PAD, AND SHALL NOT BE CONSTRUED TO INCLUDE YARD AND STREET SUBGRADE CERTIFICATION OR CERTIFICATION THAT THE ENTIRE PAD IS LEVEL, THAT IT WAS CONSTRUCTED IN THE DESIGNED LOCATION, OR WAS GRADED TO THE CROSS-SECTION SET FORTH ON THE PLANS OR AS DESIGNATED IN THE SOILS REPORT.

CITY OF SURPRISE GENERAL GRADING NOTES

1. THE CONTRACTOR TO FOLLOW RECOMMENDATIONS LISTED IN THE PROJECT SPECIFIC GEOTECHNICAL REPORT. SHOULD ANY CONFLICTS ARISE BETWEEN THE SOILS INVESTIGATION REPORT AND THESE GRADING PLANS, THE CIVIL ENGINEER SHALL BE CONTACTED FOR CLARIFICATION.
2. THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BALANCE DUE TO UNFORESEEN FIELD CONDITIONS.
3. THE ENGINEER WILL PERFORM FIELD SURVEYS FOR PAD ELEVATION CERTIFICATIONS, UPON NOTIFICATION BY THE GRADING CONTRACTOR, THAT THE PADS ARE COMPLETE AND READY FOR CERTIFICATION. IT IS UNDERSTOOD THAT THE CERTIFICATION PROVIDES ONLY A REPRESENTATIVE ELEVATION OF THE AVERAGE GRADE OF EACH LOT, BUILDINGS, OR UNIT PAD, AND SHALL NOT BE CONSTRUED TO INCLUDE YARD AND STREET SUBGRADE CERTIFICATION OR CERTIFICATION THAT THE ENTIRE PAD IS LEVEL, THAT IT WAS CONSTRUCTED IN THE DESIGNED LOCATION OR WAS GRADED TO THE CROSS-SECTION SET FORTH ON THE PLANS OR AS DESIGNATED IN THE SOILS REPORT.
4. AN APPROVED GRADING AND DRAINAGE PLAN MUST BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THIS PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
5. ALL DRAINAGE FACILITIES SUCH AS SWALES, INTERCEPTOR DITCHES, PIPES, PROTECTIVE BERMS, BARRIER WALLS, CONCRETE CHANNELS, OR OTHER MEASURES DESIGNED TO PROTECT BUILDINGS FROM STORM RUNOFF MUST BE CONSTRUCTED PRIOR TO CONSTRUCTION OF ANY BUILDINGS.
6. A GRADING PERMIT IS REQUIRED, BEFORE A GRADING PERMIT IS ISSUED BY THE CITY OF SURPRISE ENGINEERING SERVICES, THE CONTRACTOR MUST FIRST OBTAIN A DUST CONTROL PERMIT FROM MARICOPA COUNTY ENVIRONMENTAL SERVICES-AIR QUALITY DIVISION.
7. HAUL PERMITS, WHEN REQUIRED, MUST BE OBTAINED PRIOR TO OR CONCURRENTLY WITH THE GRADING AND DRAINAGE PERMIT.
8. A SEPARATE PERMIT IS NECESSARY FOR ANY OFFSITE CONSTRUCTION.
9. CONTRACTOR SHALL PROVIDE LEVEL BOTTOM IN ALL RETENTION BASINS AT ELEVATIONS AS SHOWN ON THE PLANS. SIDE SLOPES IN ALL RETENTION BASINS SHALL NOT EXCEED 4:1 UNLESS NOTED OTHERWISE ON THE PLANS.
10. DRYWELLS, WHEN REQUIRED, MUST BE DRILLED A MINIMUM OF TEN (10) FEET INTO PERMEABLE POROUS STRATA OR PERCOLATION TESTS WILL BE REQUIRED. THE CIVIL INSPECTOR MUST BE PRESENT BEFORE BACKFILL OR WELL PIPES ARE PLACED WITHIN ANY DRYWELLS. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR REGISTERING THE DRYWELLS SHOWN ON THE PLAN WITH THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ).
11. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR MAINTENANCE OF DRYWELLS SHOWN ON THE PLAN.
12. ACCESS BARRIERS/TRASH RACKS ARE REQUIRED ON THE EXPOSED ENDS OF ALL STORM DRAINS EIGHTEEN (18) INCHES IN DIAMETER AND GREATER. SEE DETAILS 5-06A, 5-06B, AND 5-06C. REFER TO MAG DETAILS 502-1 AND 502-2 FOR PIPES LESS THAN THIRTY (30) INCHES IN DIAMETER.
13. SOIL COMPACTION TEST RESULTS MUST BE SUBMITTED TO THE CITY OF SURPRISE ENGINEERING SERVICES FOR BUILDING PADS THAT HAVE ONE (1) FOOT OR MORE OF FILL MATERIAL INDICATED.
14. A PAD CERTIFICATION LETTER FOR EACH PHASE OR PARCEL MUST BE SUBMITTED TO THE CITY OF SURPRISE ENGINEERING SERVICES BY THE DEVELOPER STATING THAT EACH PAD HAS BEEN BUILT IN ACCORDANCE WITH THE SOILS INVESTIGATIVE REPORT AND CITY OF SURPRISE REQUIREMENTS .
15. APPROVAL OF THESE PLANS SHALL NOT PREVENT THE CITY FROM REQUIREING THE CORRECTION OF ERRORS IN THE PLANS WHERE SUCH ERRORS ARE SUBSEQUENTLY FOUND TO BE IN VIOLATION OF ANY LAW OR ORDINANCE.
16. ALL CONSTRUCTION SITES WITH DISTURBED AREAS OF ONE (1) ACRE OR GREATER SHALL HAVE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ALL ASSOCIATED DOCUMENTS (SEE ENGINEERING AND PERMITTING APPLICATION PACKET). CAUTION REGARDING STORM DRAIN PIPES: CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE PIPE FROM DAMAGE DURING THE CONSTRUCTION STAGE. THE COVER ON THE DRAINAGE PIPE IS DESIGNED FOR FINAL GRADE; THEREFORE, EXTRA CARE MUST BE EXERCISED DURING THE CONSTRUCTION PHASE TO MAINTAIN COVER OVER PIPES. NOTE REGARDING CMU AND RETAINING WALLS: THE CITY OF SURPRISE REQUIRES ALL WALLS BE APPROVED BY THE COMMUNITY DEVELOPMENT DEPARTMENT (623-222-3000). BUILDING PERMITS AND INSPECTIONS ARE REQUIRED PER THE INTERNATIONAL BUILDING CODE.

ENGINEER'S GENERAL NOTES

3. THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS THE APPROVAL BLOCK HAS BEEN SIGNED BY THE APPROPRIATE AGENCIES, ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE CURRENT MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) SPECIFICATIONS AND STANDARD DETAILS TOGETHER WITH ANY SUPPLEMENTS OF THE REVIEWING AGENCY AND WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES.
2. PRIOR TO CONSTRUCTION, THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATIONS FROM THESE PLANS SHALL BE PROPOSED ON CONSTRUCTION FIELD PRINTS AND TRANSMITTED TO THE ENGINEER.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS AT HIS OWN EXPENSE.
4. ANY INSPECTION BY THE CITY, COUNTY, ENGINEER, OR OTHER JURISDICTIONAL AGENCY SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH APPLICABLE CODES AND AGENCY REQUIREMENTS.
5. THE CONTRACTOR SHALL MAKE NO CLAIM AGAINST THE OWNER OR THE SURVEYOR REGARDING ALLEGED INACCURACY OF CONSTRUCTION STAKES SET BY THE SURVEYOR UNLESS ALL SURVEY STAKES SET BY THE SURVEYOR ARE MAINTAINED INTACT AND CAN BE VERIFIED AS TO THEIR ORIGIN. IF, IN THE OPINION OF THE SURVEYOR, THE STAKES ARE NOT MAINTAINED INTACT AND CANNOT BE VERIFIED AS TO THEIR ORIGIN, ANY REMEDIAL WORK REQUIRED SHALL BE PERFORMED AT THE SOLE EXPENSE OF THE RESPONSIBLE CONTRACTOR OR SUBCONTRACTOR.
6. THE CONTRACTOR SHALL NOTIFY THE DEVELOPER AT LEAST 48 HOURS IN ADVANCE FOR ANY STAKING OR RESTAKING REQUIRED.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS IN ADVANCE FOR ANY INSPECTIONS AND/OR TESTING FOR ENGINEER OF RECORD SERVICES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ALL STAKES AND CONTROL SET BY THE DEVELOPERS SURVEYOR, AND SHALL TAKE STEPS NECESSARY TO INSURE THAT THE STAKES AND CONTROL ARE NOT DISTURBED OR TAMPERED WITH. IF STAKES SET BY THE DEVELOPERS SURVEYOR ARE DISTURBED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST INCURRED TO RESTAKE.
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. CONTRACTOR MUST CONTACT THE DESIGN ENGINEER FOR ANY NOTED DISCREPANCIES IN THE DESIGN PRIOR TO THE ITEM BEING CONSTRUCTED. FAILURE OF CONTRACTOR TO NOTIFY THE ENGINEER AND APPROVING AGENCY IN ADVANCE FOR ALTERNATIVE DESIGN SHALL RESULT IN CONTRACTOR ACCEPTANCE OF ALL COSTS RELATED TO POTENTIAL REMOVAL AND REWORK OF SAID ITEMS.
11. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
12. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK. THE ENGINEER IS NOT RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS NOR ANY COSTS INCURRED, WHETHER INITIAL OR ADDITIONAL TO CORRECT, MODIFY, OR ALTER ANY CONSTRUCTION COMPLETED CONTRARY TO THE CONTRACT DOCUMENTS.
13. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL OVERHEAD AND UNDERGROUND UTILITY LINES IN THE WORK AREA ACCORDING TO INFORMATION PROVIDED BY THE AGENCY OPERATING EACH FACILITY. LOCATIONS SHOWN ARE APPROXIMATE ONLY, AND ARE NOT RELIABLE FOR CONSTRUCTION PURPOSES. CALL AZ811 AT 811 OR 602-263-1100 TO HAVE LOCATIONS MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING NOT SCHEDULED FOR DEMOLITION OR REMOVAL SHALL BE REPLACED IN KIND.

ENGINEER'S GENERAL NOTES (CONT.)

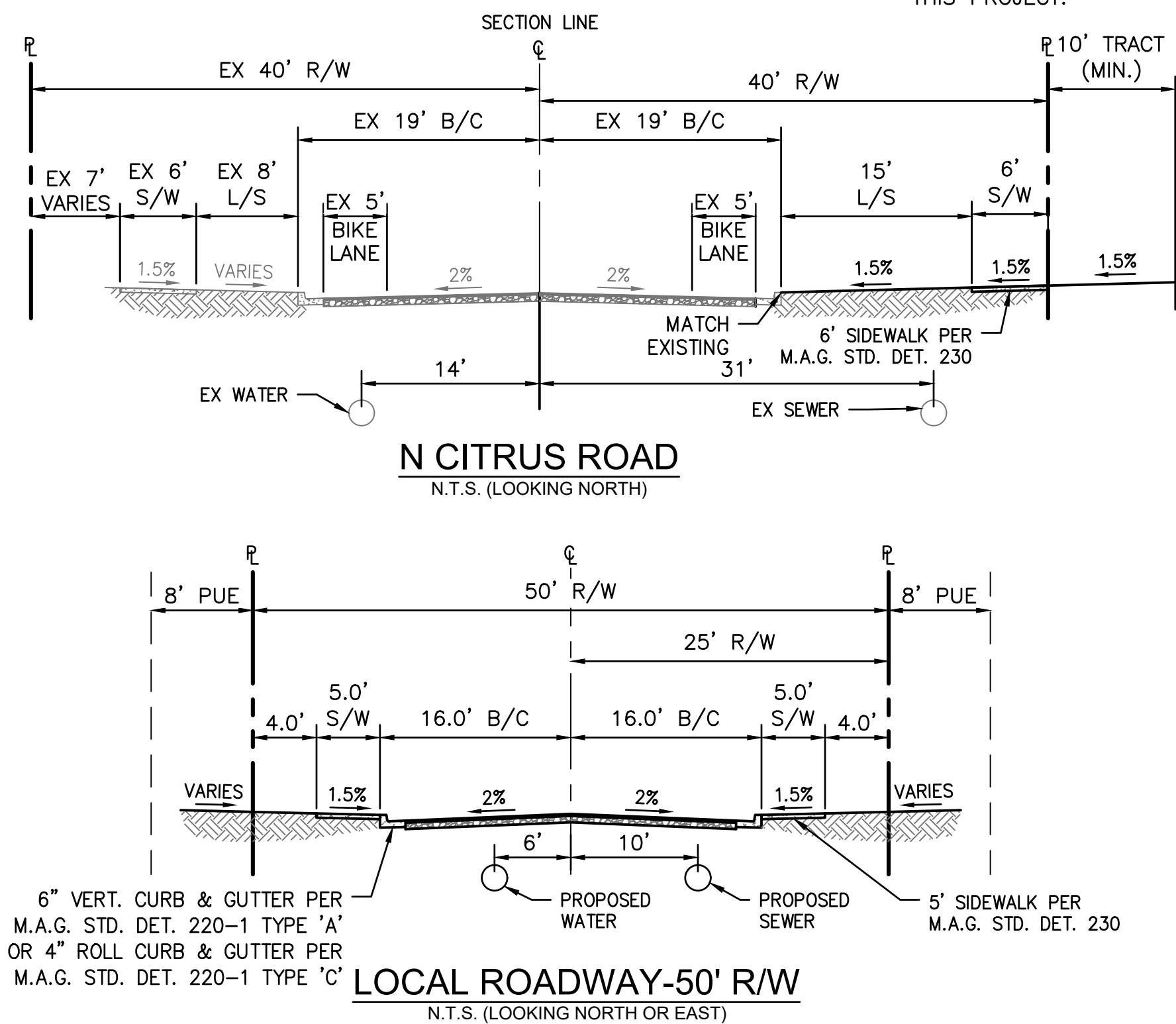
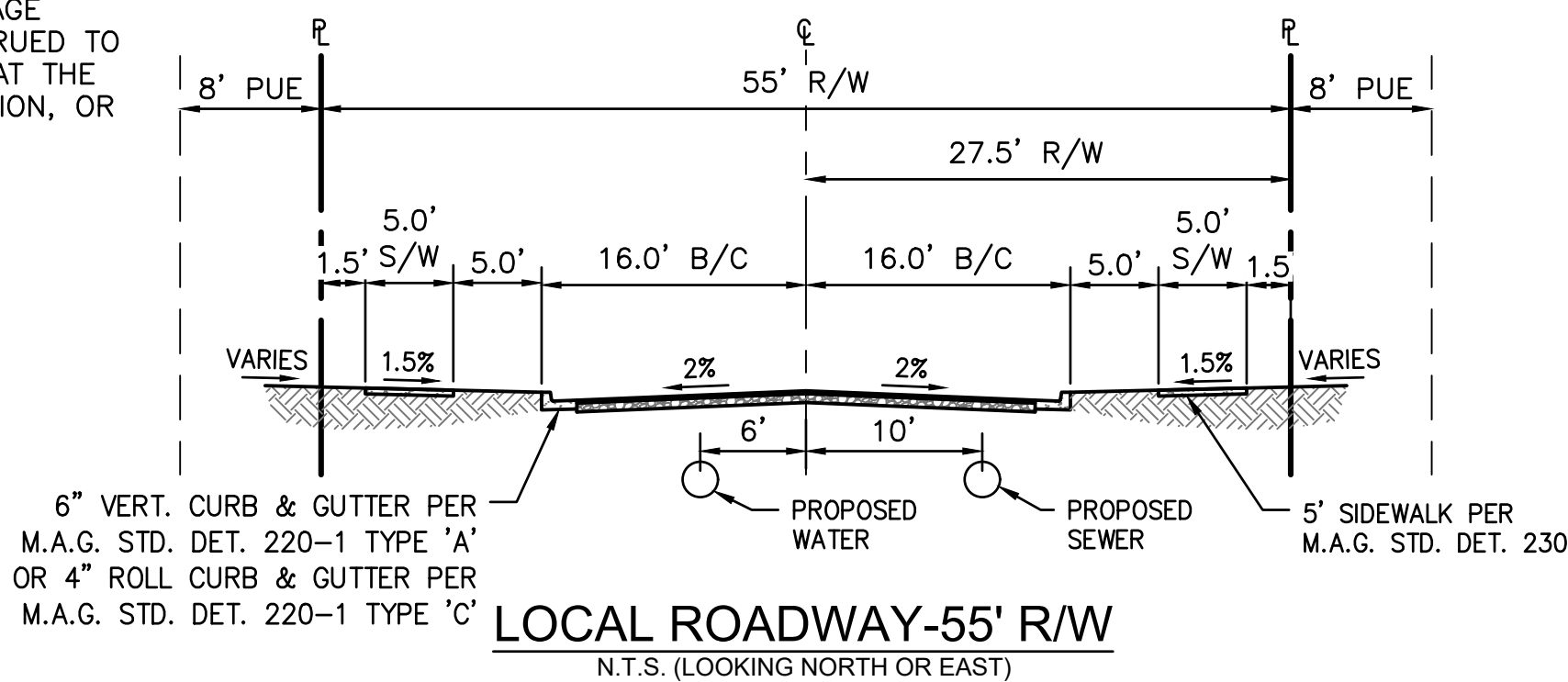
4. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY THE PRESENCE AND LOCATION OF ANY AND ALL EXISTING OVERHEAD AND/OR UNDERGROUND UTILITIES THAT MAY INTERFERE WITH THIS CONSTRUCTION, WHETHER OR NOT SAID UTILITIES ARE SHOWN ON THE CONSTRUCTION PLANS FOR THIS PROJECT. THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS (POTHOLES) AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION TO PERMIT THE OWNER TO DIRECT THE ENGINEER TO MAKE REVISIONS OF THESE PLANS, IF NECESSARY, DUE TO CONFLICT BETWEEN PROPOSED FACILITIES AND EXISTING FACILITIES.
15. OWNER/CONTRACTOR IS RESPONSIBLE FOR SURVEY VERIFICATION OF EXISTING HORIZONTAL AND VERTICAL CONDITIONS PRIOR TO START OF CONSTRUCTION. A DEVIATION IN EXISTING CONDITIONS MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE CONSTRUCTION STARTS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR REMOVAL, REPLACEMENT, OR OTHER MODIFICATIONS THAT MAY BE REQUIRED AS A RESULT OF EXISTING CONDITIONS NOT PROPERLY VERIFIED AND CONFIRMED. SHOULD AN ERROR BE FOUND IN THE HORIZONTAL AND VERTICAL CONDITIONS, THE ENGINEER SHALL BE NOTIFIED AND CONSTRUCTION WILL NOT PROCEED UNTIL REVISIONS/MODIFICATIONS HAVE BEEN PREPARED AND SUBMITTED BY THE ENGINEER.
16. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION, CONDITION, AND PAVEMENT CROSS-SLOPE OF ALL EXISTING SURFACES AT POINTS OF TIE-IN AND MATCHING, PRIOR TO COMMENCEMENT OF GRADING, PAVING, CURB AND GUTTER, OR OTHER SURFACE CONSTRUCTION. SHOULD EXISTING LOCATIONS, ELEVATIONS, CONDITIONS, OR PAVEMENT CROSS-SLOPES DIFFER FROM THAT WHICH IS SHOWN ON THESE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER ACCORDINGLY. THE CONTRACTOR ACCEPTS RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH CORRECTIVE ACTION IF THESE PROCEDURES ARE NOT FOLLOWED.
17. APPROVAL OF THESE PLANS SHALL NOT PREVENT THE REVIEWING AGENCY FROM REQUIRING THE CORRECTION OF ERRORS IN THE PLANS WHERE SUCH ERRORS ARE SUBSEQUENTLY FOUND TO BE IN VIOLATION OF ANY LAW, ORDINANCE, OR OTHER HEALTH/SAFETY ISSUE.
18. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL STORM DRAIN PIPES, STORM WATER RETENTION PIPES AND DRAINAGE FACILITIES DURING ALL STAGES OF CONSTRUCTION. THE DEPTH OF COVER ON THE STORM DRAIN PIPE IS DESIGNED FOR FINAL GRADE. THEREFORE, EXTRA CARE SUCH AS BERMING OVER PIPES, FLAGGING, OR SIGNAGE SHOULD BE USED DURING CONSTRUCTION IN ORDER TO MAINTAIN COVER OR PROTECT THE PIPES.
19. ALL CONDUITS (BOX CULVERT, REINFORCED CONCRETE PIPE, CAST-IN-PLACE PIPE, AND/OR CORRUGATED METAL PIPE) SHOWN ON THESE PLANS ARE DESIGNED FOR STANDARD HIGHWAY LOADINGS. THE STANDARD SATISFACTORY MINIMUM COVER REQUIREMENTS AS ESTABLISHED BY THE CONDUIT MANUFACTURER MAY NOT ALWAYS BE ADEQUATE DURING CONSTRUCTION. WHEN CONSTRUCTION EQUIPMENT, FREQUENTLY HEAVIER THAN TRAFFIC LOADS FOR WHICH THE CONDUIT HAS BEEN DESIGNED, IS TO BE DRIVEN OVER OR CLOSE TO THE BURIED CONDUIT, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE ADDITIONAL COVER REQUIRED TO AVOID DAMAGE TO THE CONDUIT. THE ADEQUACY OF THE COVER REQUIREMENTS FOR CONDUITS SHALL BE ANALYZED AND CHECKED BY THE CONTRACTOR TO ADDRESS LOADING CONDITIONS IMPOSED BY THE CONSTRUCTION ACTIVITY. ANY CONDUIT DAMAGED BY CONSTRUCTION ACTIVITY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
20. THE ESTIMATED QUANTITIES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETENESS AND ACCURACY OF A DETAILED ESTIMATE BASED ON THESE PLANS, CURRENT CODES, AND SITE VISITATION.
21. ALL EARTHWORK CONSTRUCTION SHALL CONFORM TO THE LATEST MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) STANDARD DETAILS AND SPECIFICATIONS, INCLUDING ANY SUPPLEMENTS THERETO AND THE SOILS REPORT PREPARED BY:

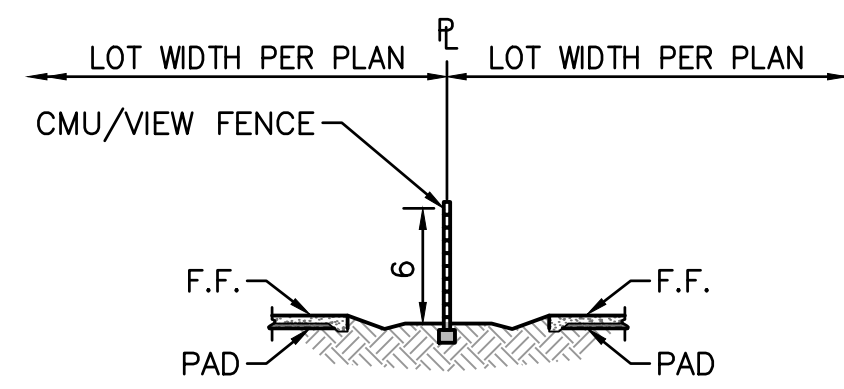
COMPANY: GTI
PROJECT NO.: 226985G
DATED: 07/19/2022

DATA FOR EARTHWORK CALCULATIONS IS PROVIDED IN THE SOILS REPORT AND (IF APPLICABLE) ANY SUPPLEMENTS THERETO.

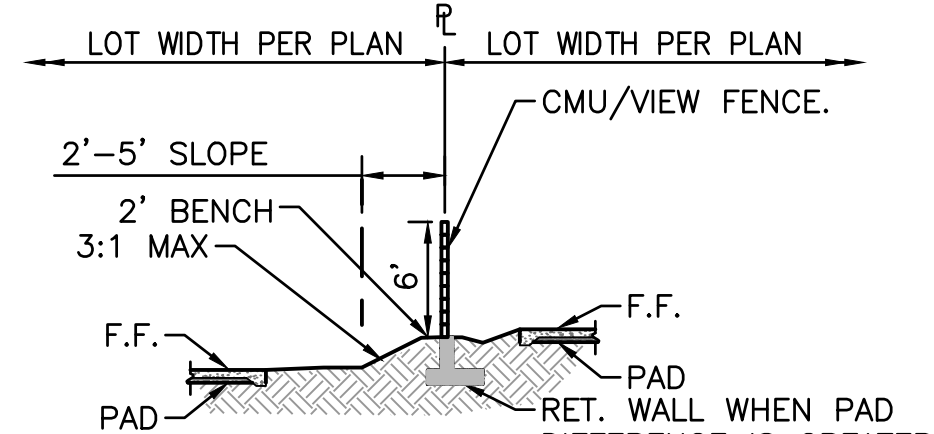
22. THIS PLAN IS APPROVED SUBJECT TO COMPLETION OF THOSE LINES LABELED "EXISTING" WHICH HAVE BEEN PROPOSED AS A PART OF ANOTHER DEVELOPMENT. THE DEVELOPER OF THIS PROJECT MAY BE REQUIRED TO CONSTRUCT THOSE LINES PER THE REVIEWING AGENCY'S REQUIREMENTS PRIOR TO RECEIVING SERVICE FOR THIS PROJECT.

R 10' TRACT
1 (MIN)

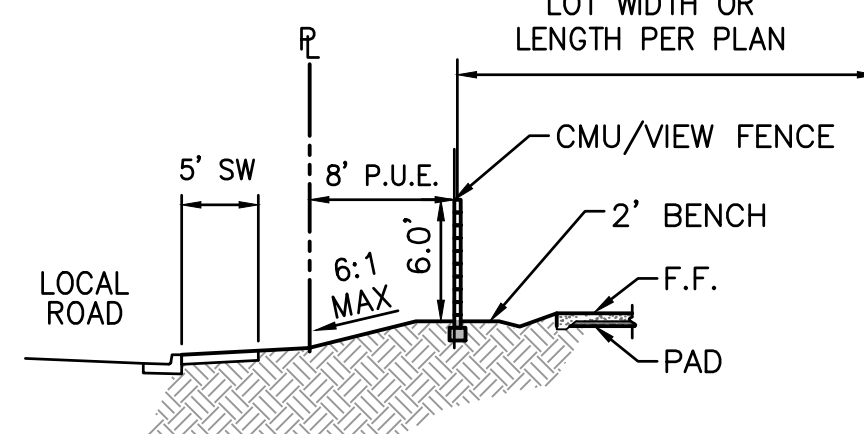




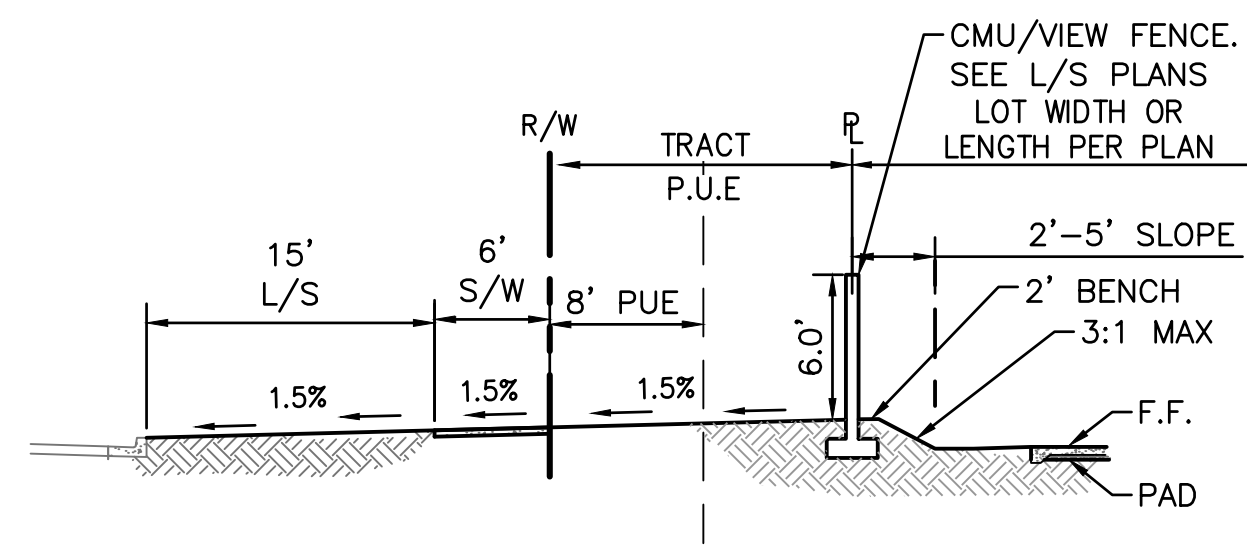
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A TYPICAL SIDE TO SIDE LOTS
WITH 0' - 1.0' GRADE DIFFERENCE
N.T.S.



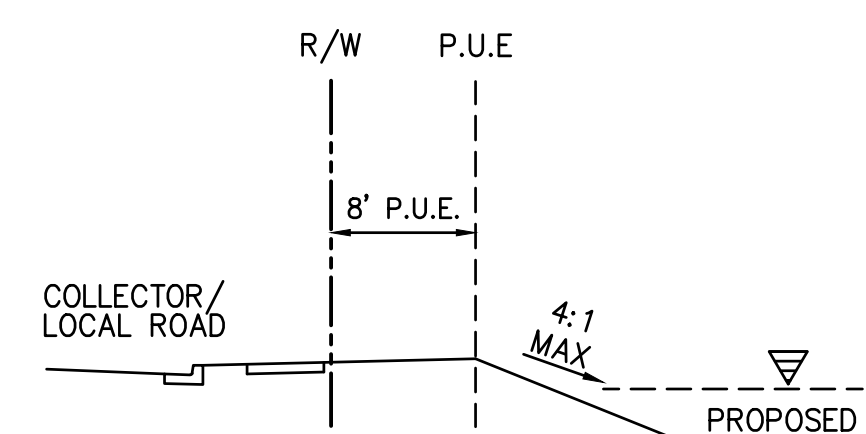
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B TYPICAL BACK TO BACK LOTS
N.T.S.



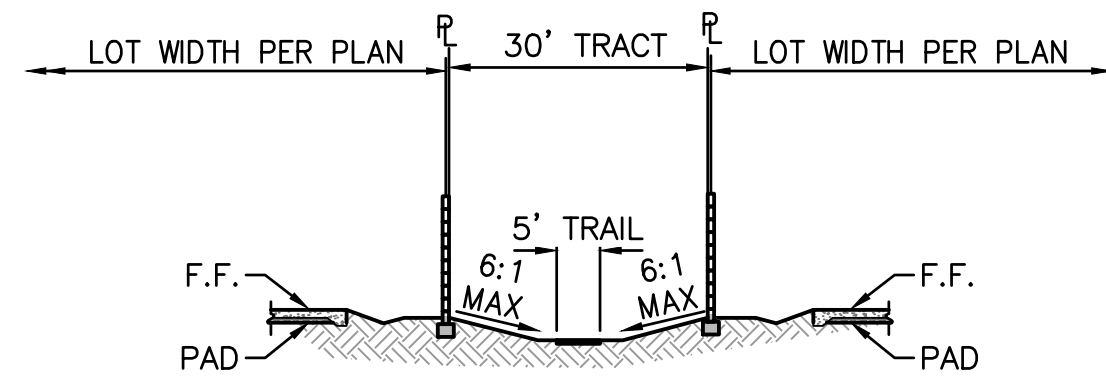
SECTION
C SIDE OR BACK YARD-
ATTACHED SIDEWALK
WITH 0' - 1.00' MAX GRADE DIFFERENCE
ADJACENT TO TRACT
N.T.S.



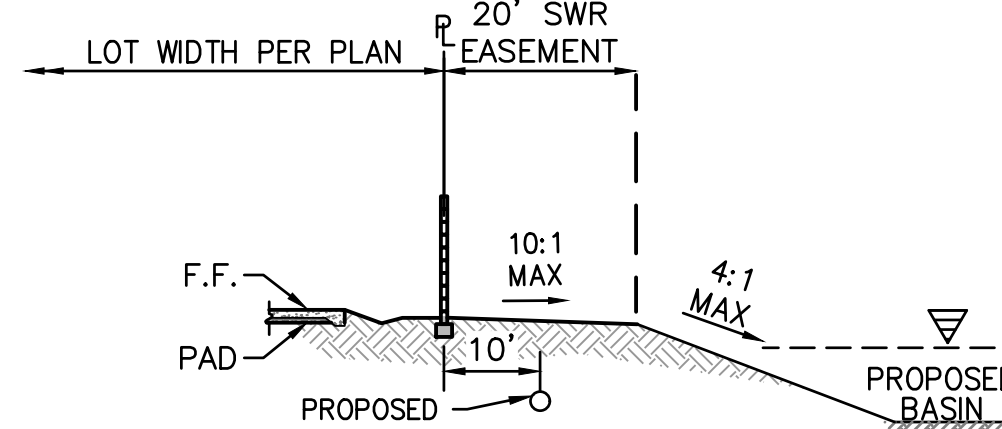
SECTION
D TYPICAL CITRUS RD ADJ TO BACK YARD
N.T.S.



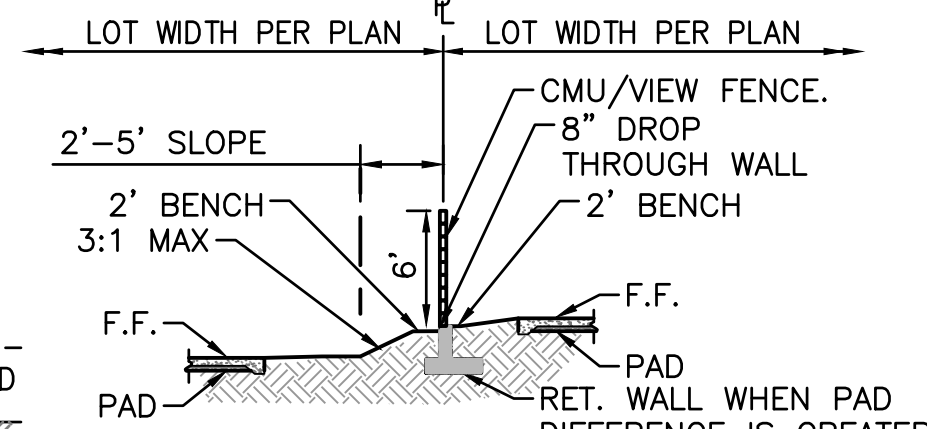
SECTION
E ROAD ADJACENT RETENTION
N.T.S.



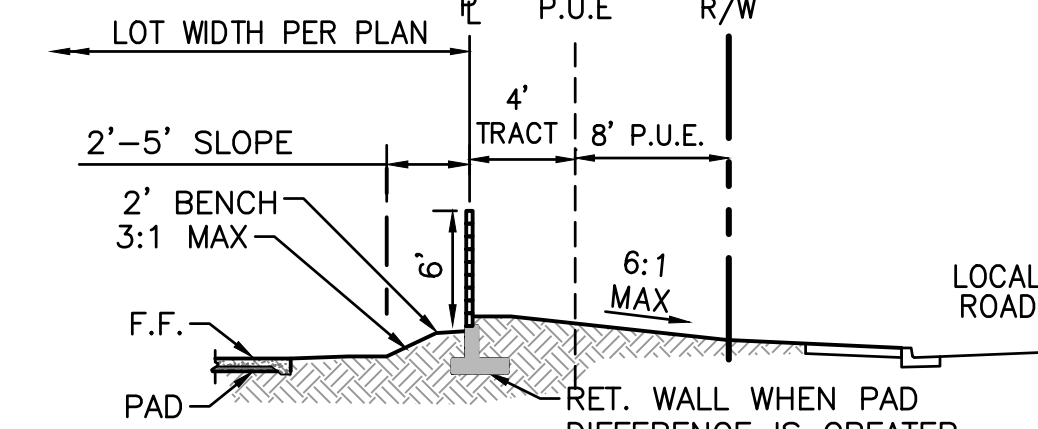
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F TYPICAL SIDE TO TRACT W/ TRAIL
N.T.S.



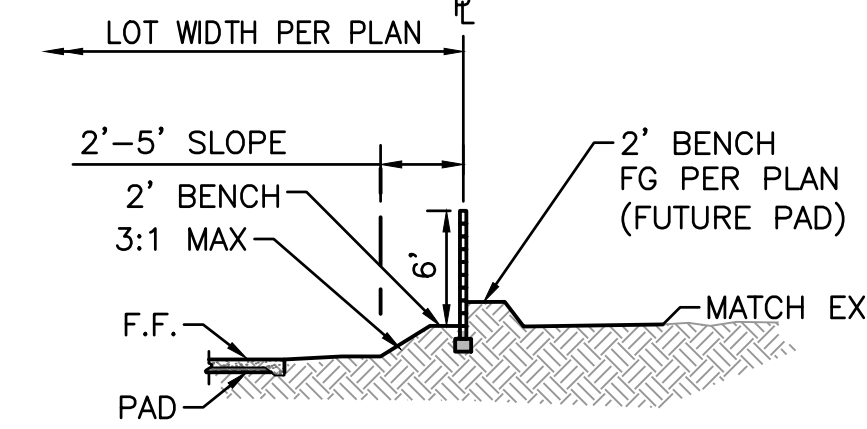
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G TYPICAL SIDE SEWER EASEMENT
N.T.S.



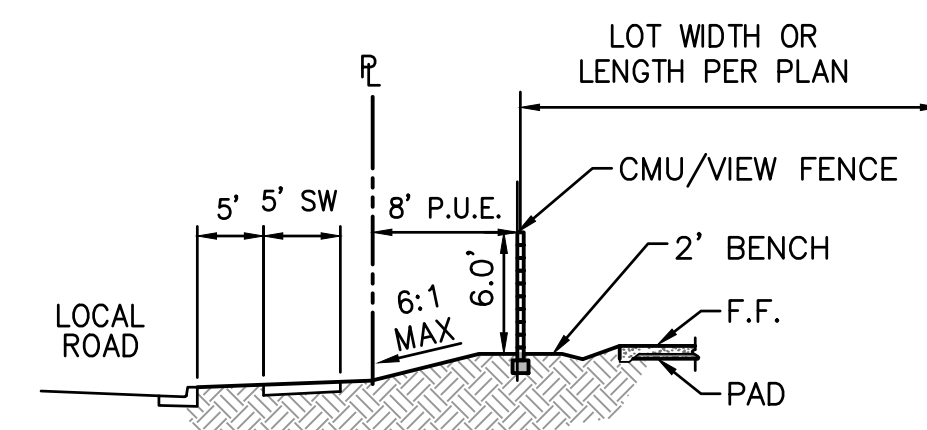
SECTION
H TYPICAL BACK TO BACK LOTS (8" DROP)
N.T.S.



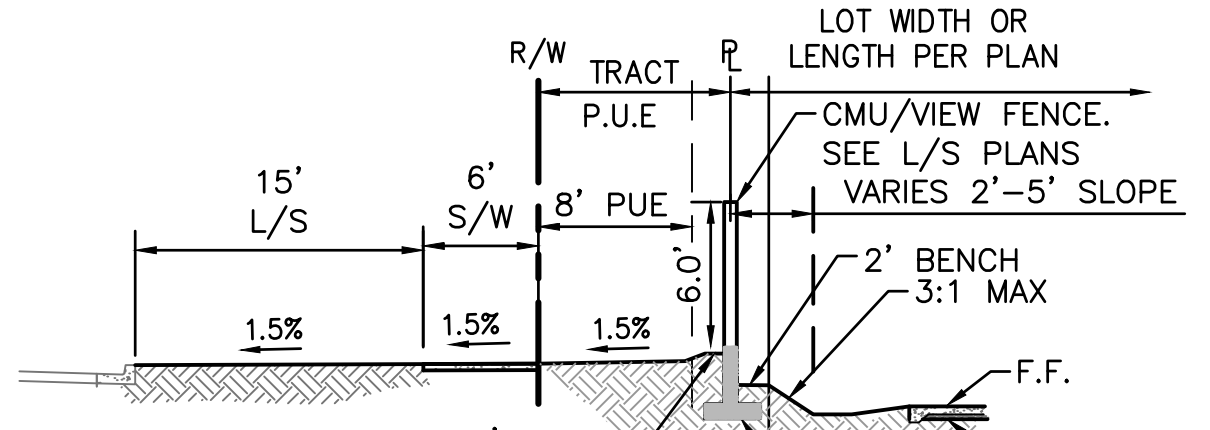
SECTION
I TYPICAL BACK TO LOCAL ROAD
N.T.S.



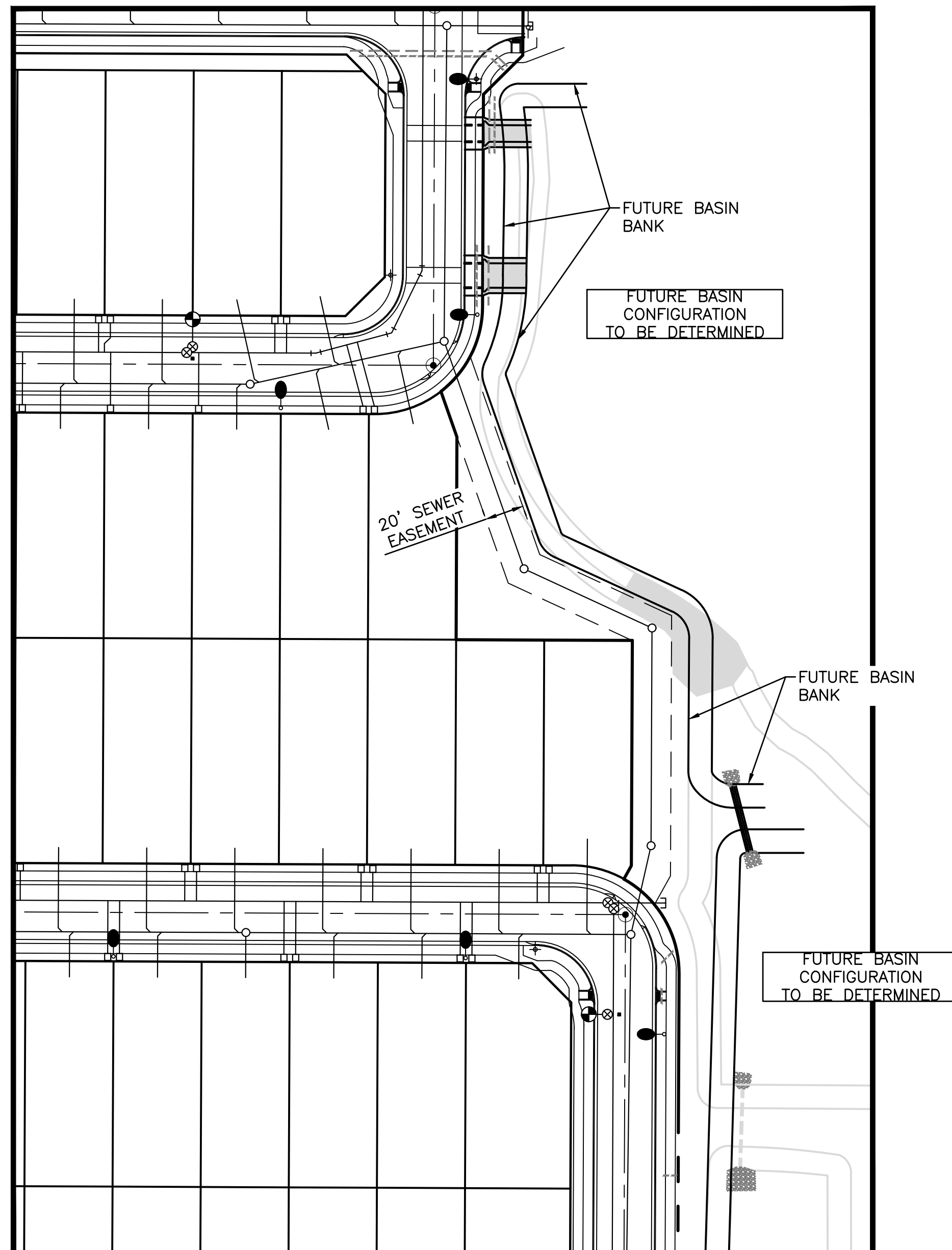
SECTION
J TYPICAL BACK TO FUTURE LOTS
N.T.S.



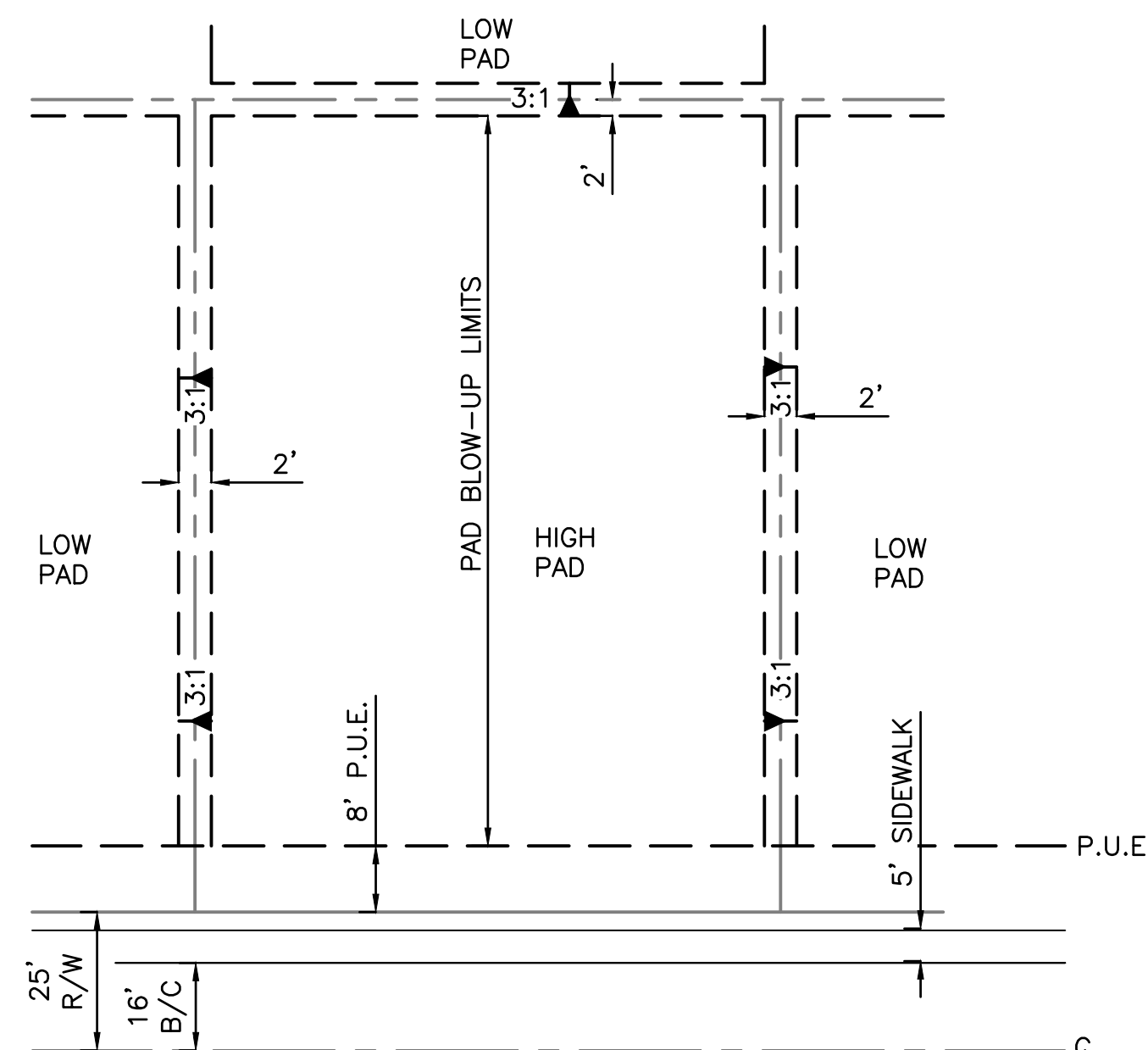
SECTION
K SIDE OR BACK YARD-
DETACHED SIDEWALK
WITH 0' - 1.00' MAX GRADE DIFFERENCE
ADJACENT TO TRACT
N.T.S.



SECTION
L TYPICAL CITRUS RD ADJ TO BACK YARD
N.T.S.

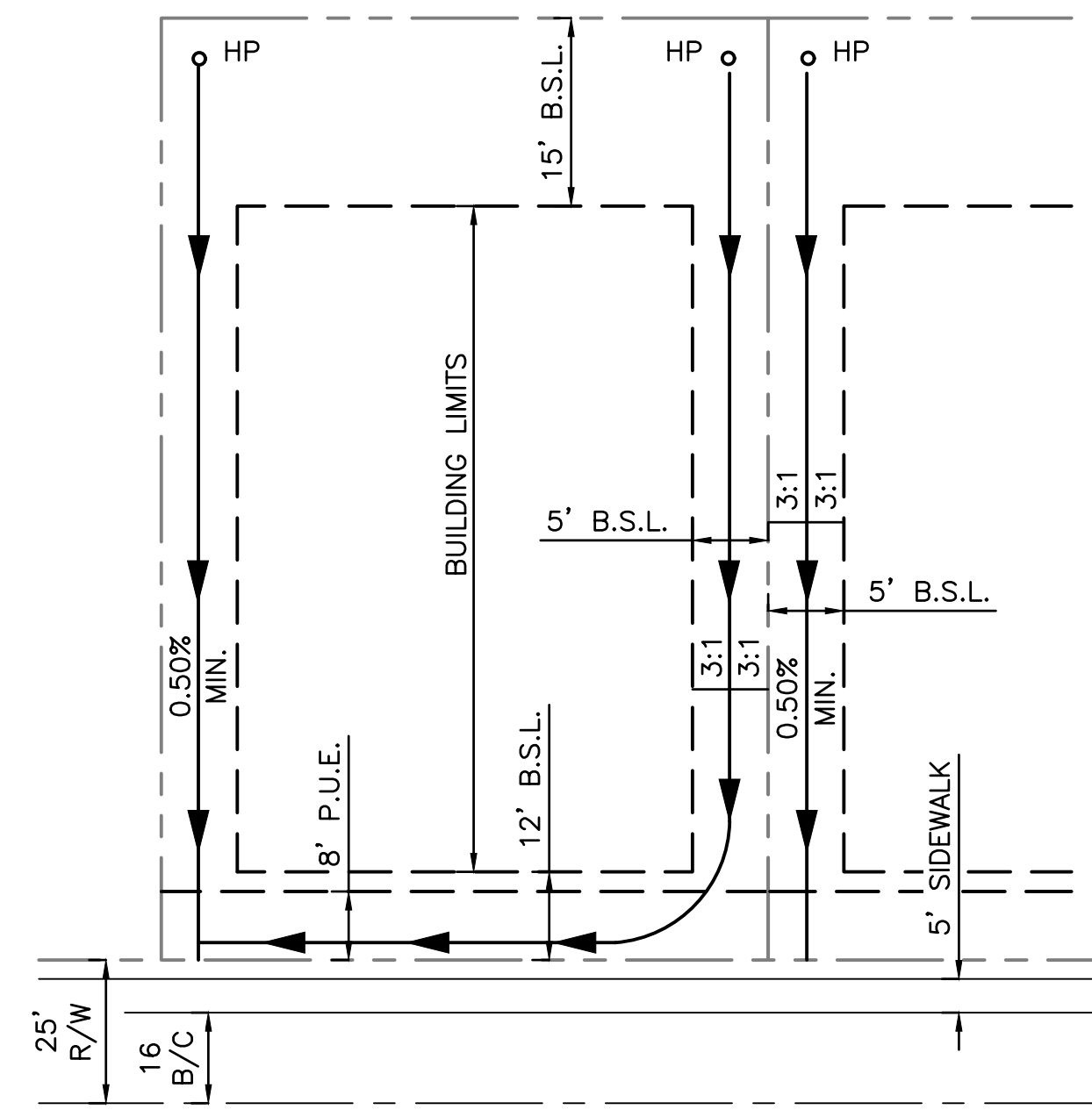


DRAINAGE DETAIL
FUTURE OFFSITE DRAINAGE CONCEPT FOR ULTIMATE CONDITION TO BE
CONSTRUCTED WITH FUTURE PROJECT/PHASE TO THE EAST (PARCEL B & C).
REFERENCE ONLY



TYPICAL LOT ROUGH GRADING DETAIL
N.T.S.

PAD BLOW-UP LIMITS ELEVATION = PAD ELEVATION



FINISHED LOT GRADING DETAIL
N.T.S.

FF (MIN) = LOW TC + 18"
HP = PAD ELEVATION
FF = PAD + 0.67'
ALL LOTS WILL BE FINISH GRADED TO PROVIDE
0.50% MIN. SWALE TO ULTIMATE LOW OUTFALL.



CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

DATE

REVISION

NO.

GRADING PLANS

NORTH COPPER CANYON

PARCEL 7.1

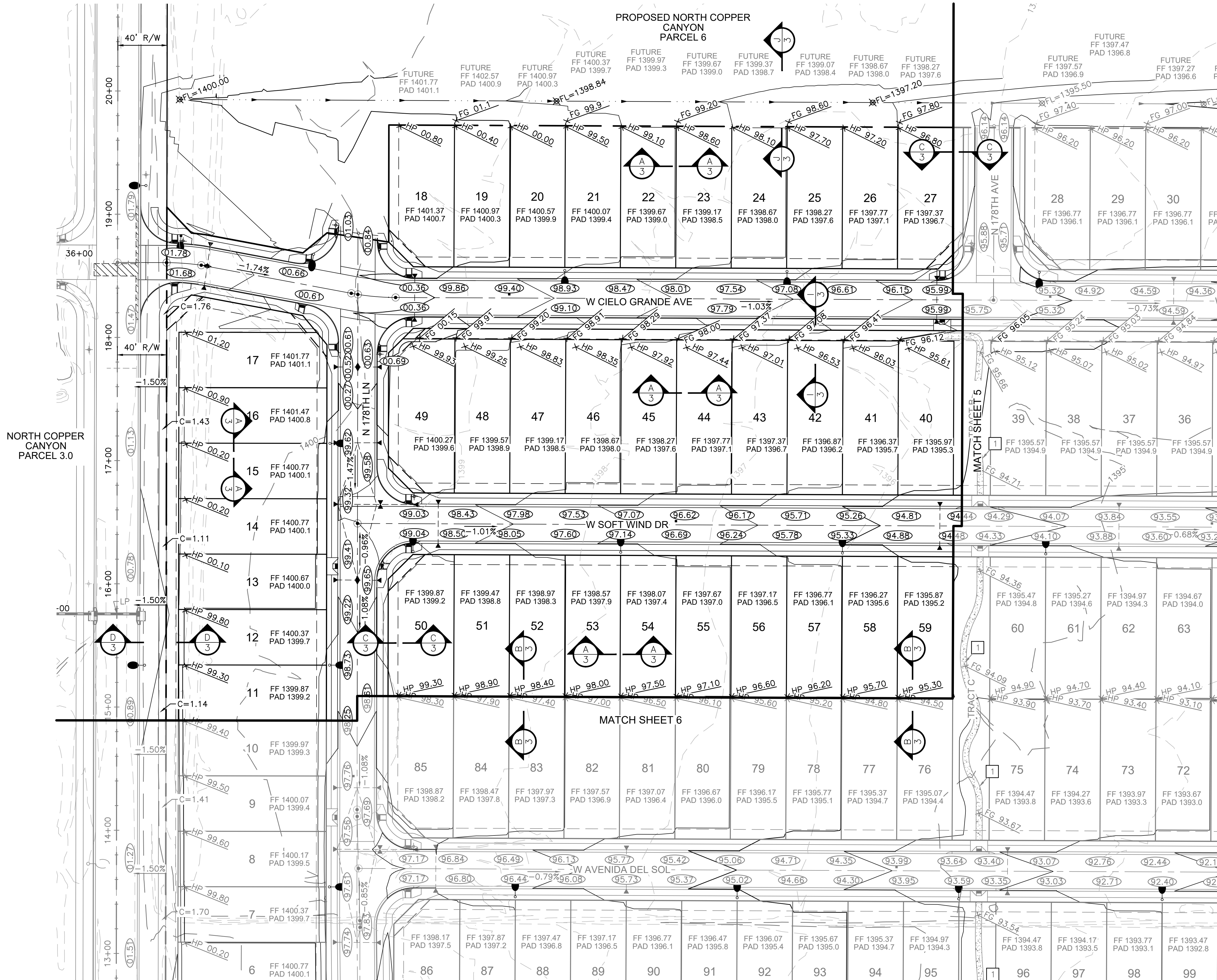
CITY OF SURPRISE, ARIZONA



CVL Contact: M.OLSEN
CVL Project #: 1-01-0295201

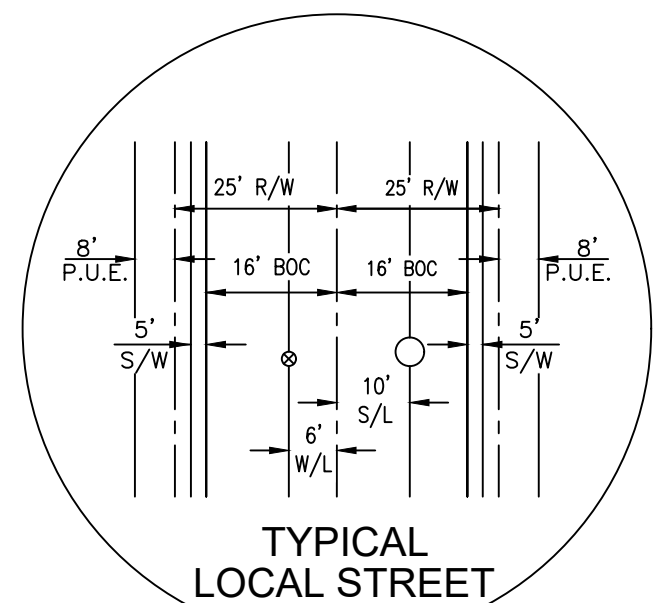
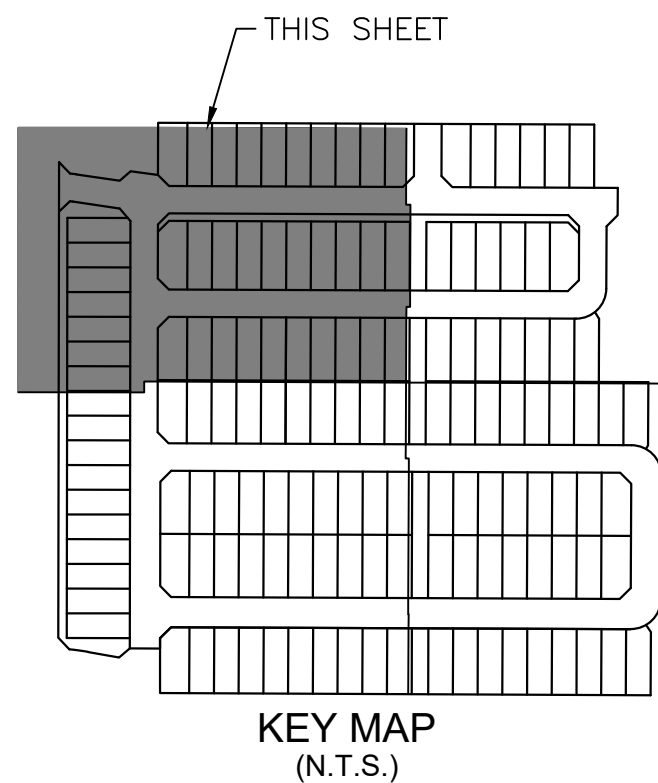
SECTIONS AND
DETAILS

SHEET
3 OF 7



GRADING CONSTRUCTION NOTES

- 1 PROPOSED TRAIL PER LANDSCAPE PLANS.
- 2 INSTALL RIP-RAP $D_{50}=6"$, 12" THICK.
- 3 INSTALL 12" PVC BLEED-OFF PIPE WITH STANDARD 12" END SECTION FOR HDPE PIPE.
- 4 CONSTRUCT RETAINING WALL. SEE LANDSCAPE PLANS FOR MATERIAL, COLOR, AND ADDITIONAL DETAILS.



GRADING PLANS

NORTH COPPER CANYON
PARCEL 7.1
CITY OF SURPRISE, ARIZONA

DATE: _____

REVISION: _____

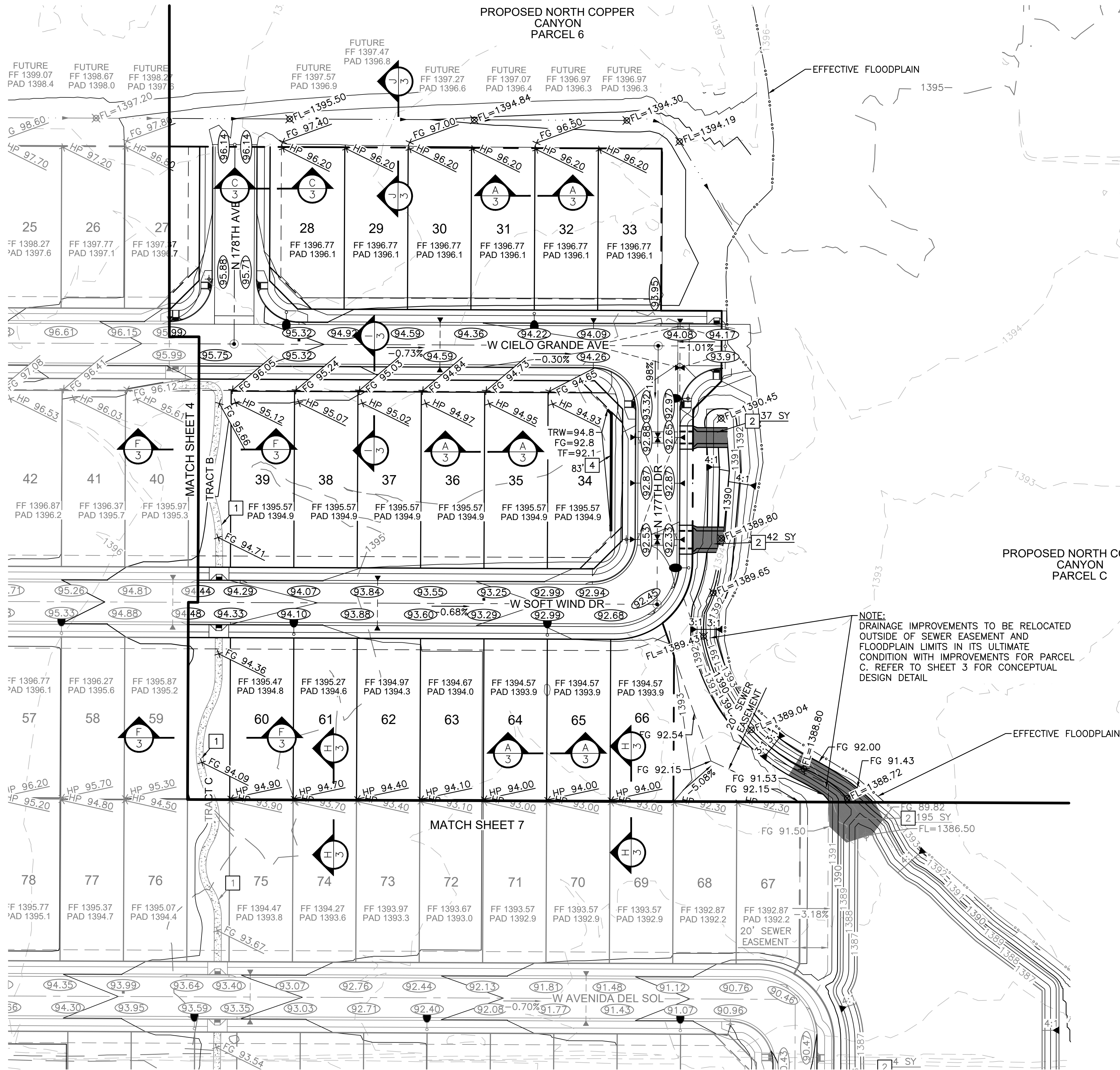
NO. _____

Coe & Van Loo Consultants, Inc.

CVL Contact: M. OLSEN
CVL Project #: 1-01-0295201

PLAN SHEET

SHEET
4 OF 7



GRADING CONSTRUCTION NOTES

- 1 PROPOSED TRAIL PER LANDSCAPE PLANS.
- 2 INSTALL RIP-RAP $D_{50}=6"$, 12" THICK.
- 3 INSTALL 12" PVC BLEED-OFF PIPE WITH STANDARD 12" END SECTION FOR HDPE PIPE.
- 4 CONSTRUCT RETAINING WALL. SEE LANDSCAPE PLANS FOR MATERIAL, COLOR, AND ADDITIONAL DETAILS.



NO. REVISION DATE

Coe & Van Loo Consultants, Inc.

GRADING PLANS

NORTH COPPER CANYON

PARCEL 7.1

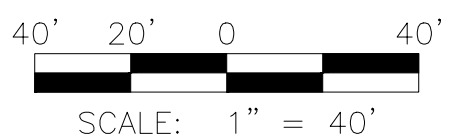
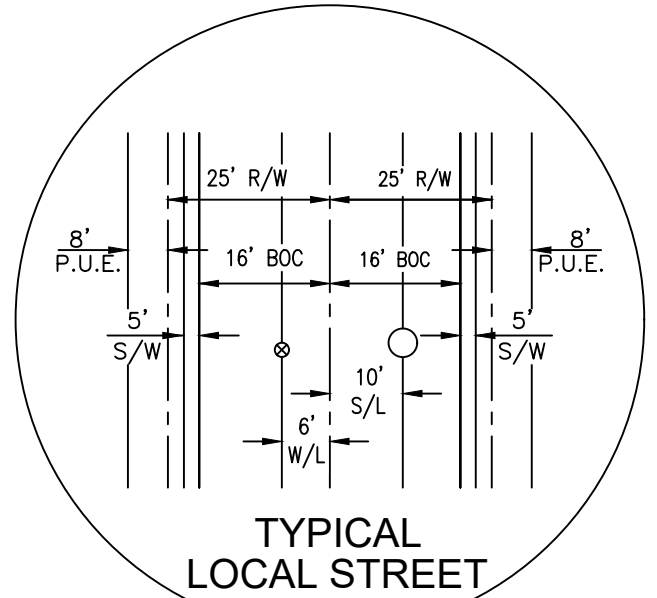
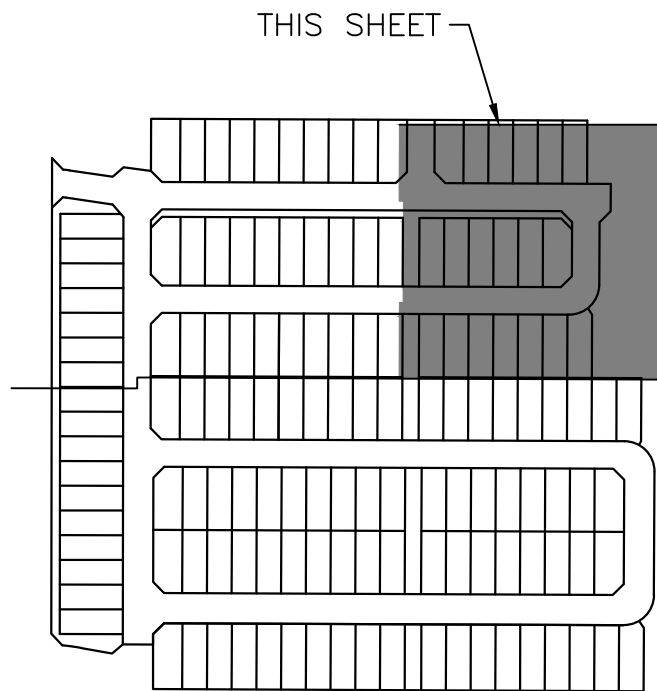
CITY OF SURPRISE, ARIZONA



CVL Contact: M.OLSEN
CVL Project #: 1-01-0295201

PLAN SHEET

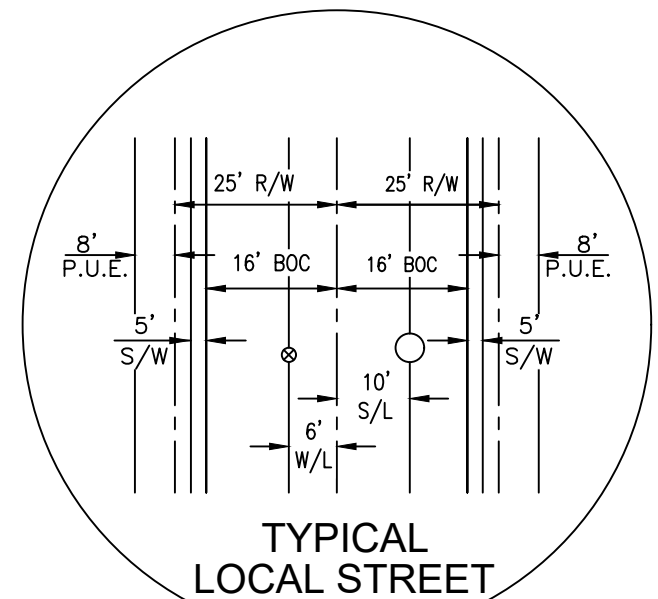
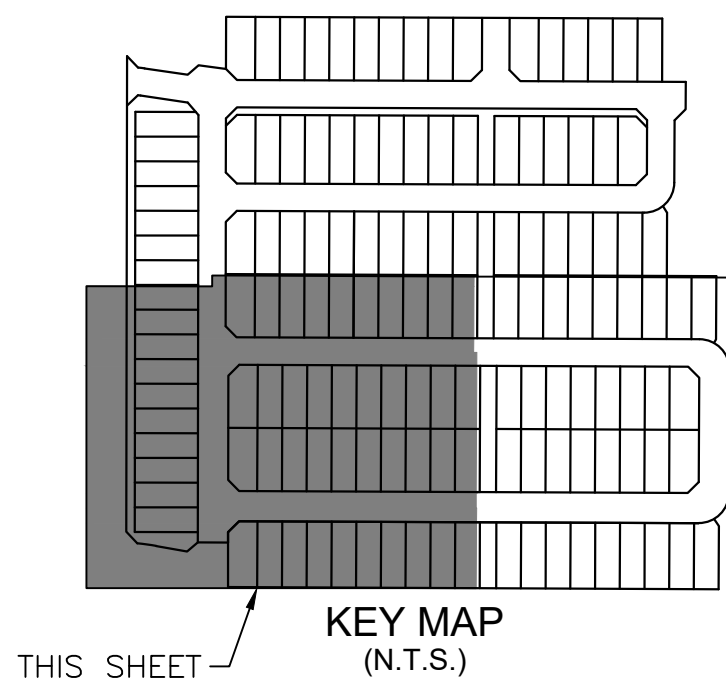
SHEET 5 OF 7





GRADING CONSTRUCTION NOTES

- 1 PROPOSED TRAIL PER LANDSCAPE PLANS.
- 2 INSTALL RIP-RAP $D_{90}=6"$, 12" THICK.
- 3 INSTALL 12" PVC BLEED-OFF PIPE WITH STANDARD 12" END SECTION FOR HDPE PIPE.
- 4 CONSTRUCT RETAINING WALL. SEE LANDSCAPE PLANS FOR MATERIAL, COLOR, AND ADDITIONAL DETAILS.



CVL Contact: M.OLSEN
CVL Project #: 1-01-0295201

PLAN SHEET

SHEET
6 OF 7

DATE

REVISION

NO.

GRADING PLANS

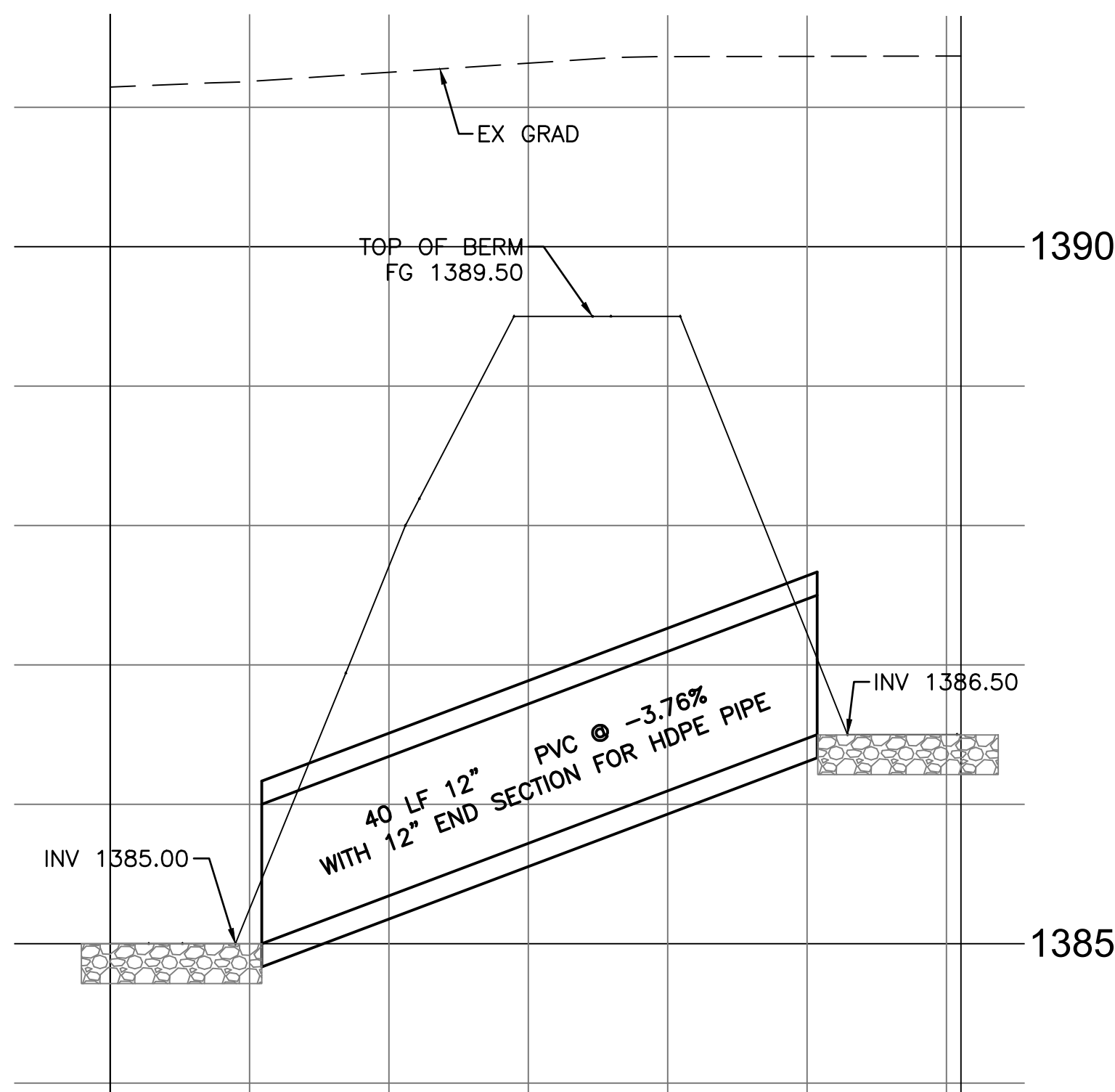
NORTH COPPER CANYON

PARCEL 7.1

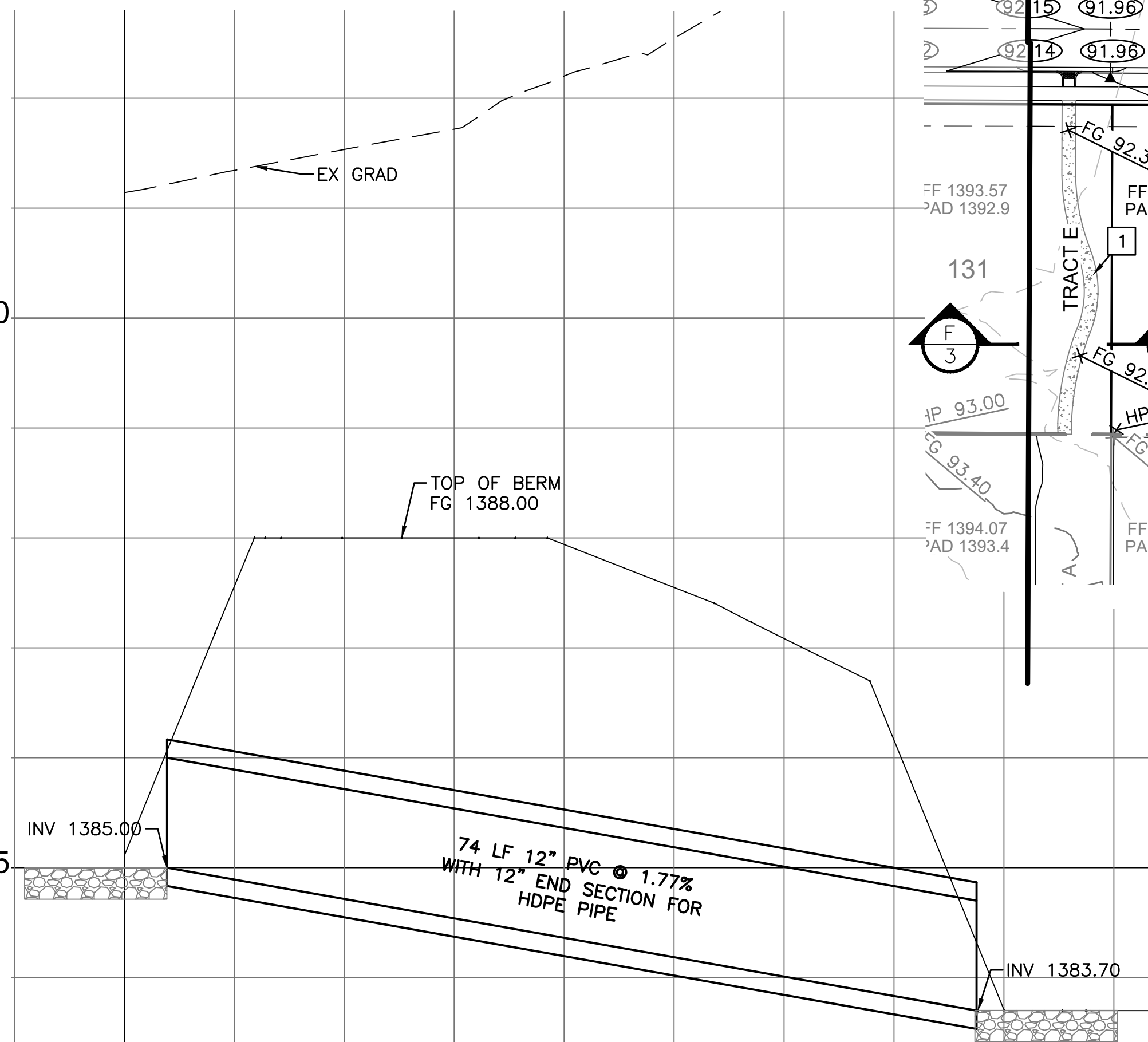
CITY OF SURPRISE, ARIZONA

Coe & Van Loo Consultants, Inc.

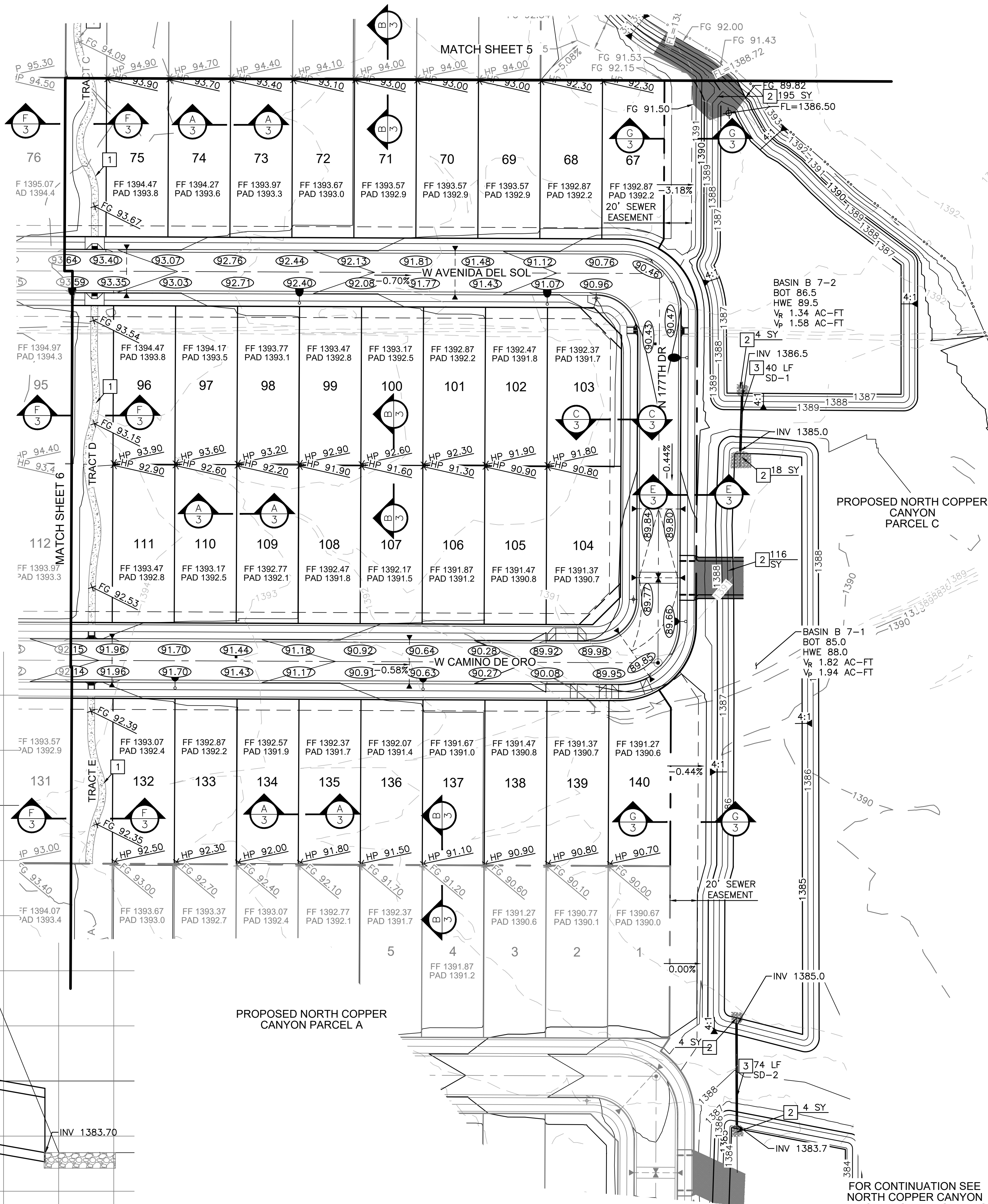




SD-1
SCALE 1:10

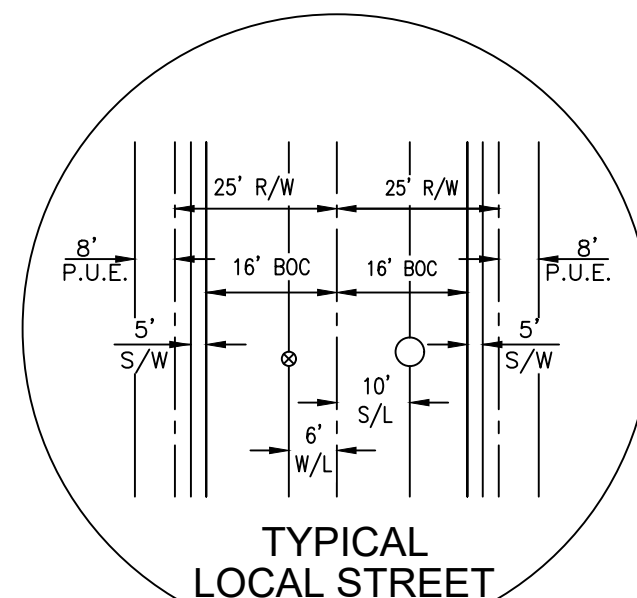
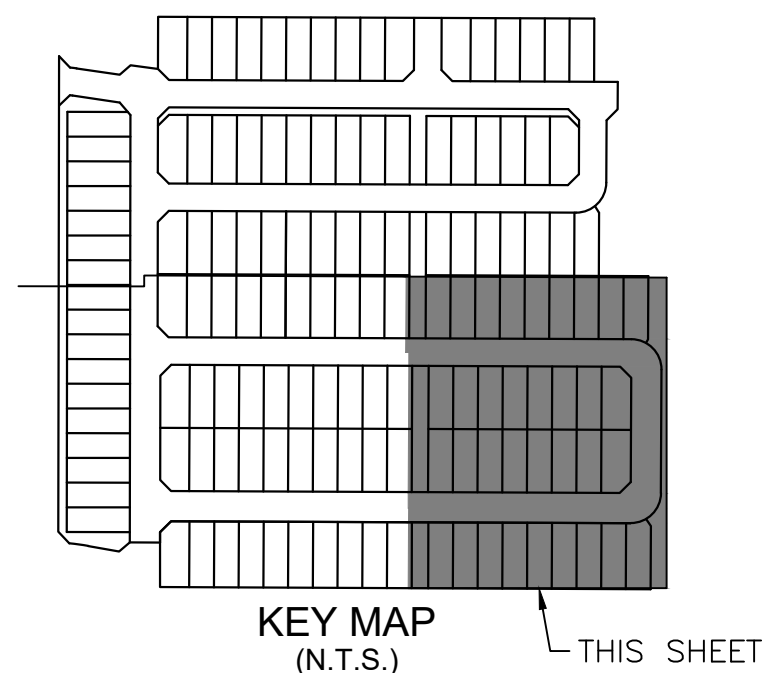


SD-2
SCALE 1:10



GRADING CONSTRUCTION NOTES

- 1 PROPOSED TRAIL PER LANDSCAPE PLANS.
- 2 INSTALL RIP-RAP $D_{50}=6"$, 12" THICK.
- 3 INSTALL 12" PVC BLEED-OFF PIPE WITH STANDARD 12" END SECTION FOR HDPE PIPE.
- 4 CONSTRUCT RETAINING WALL. SEE LANDSCAPE PLANS FOR MATERIAL, COLOR, AND ADDITIONAL DETAILS.



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4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

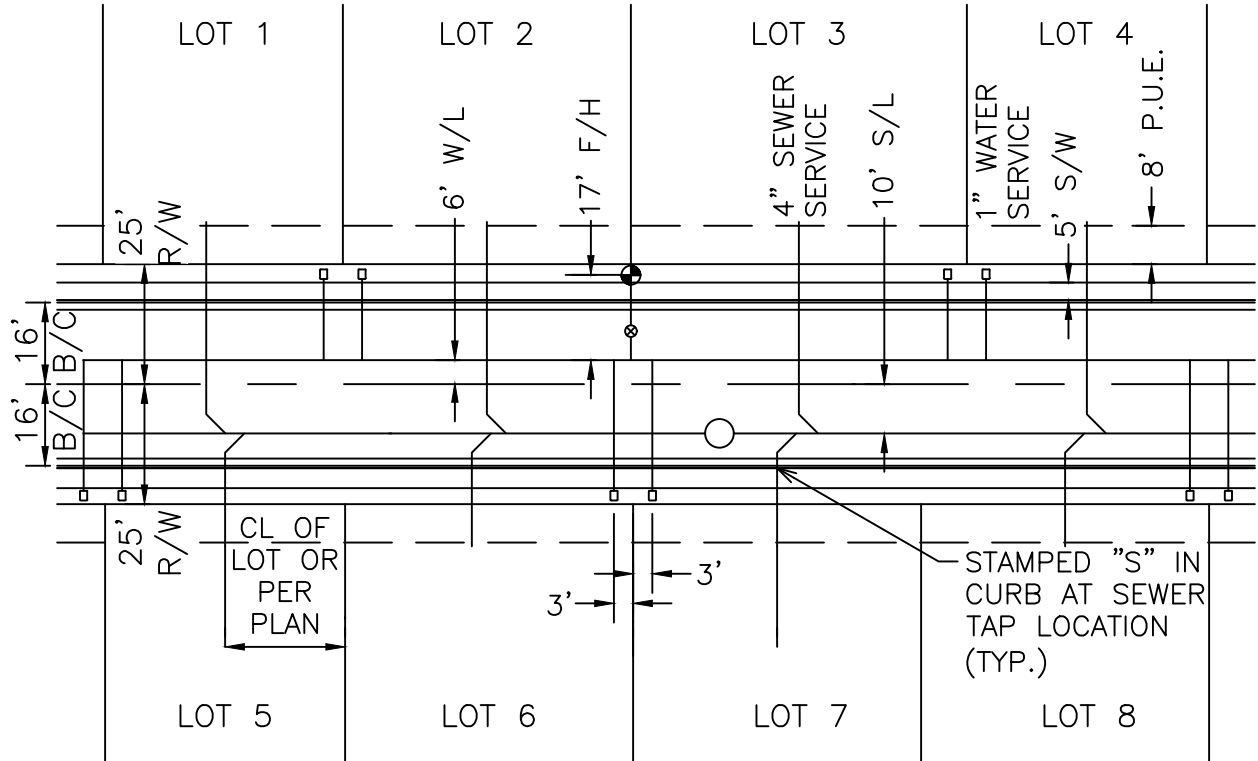
Coe & Van Loo Consultants, Inc.

GRADING PLANS
NORTH COPPER CANYON
PARCEL 7.1
CITY OF SURPRISE, ARIZONA

CVL Contact: M. OLSEN
CVL Project #: 1-01-0295201
PLAN SHEET
SHEET 7 OF 7

LEGEND

B/C	BACK OF CURB	PT	POINT OF TANGENCY
BGN	BEGIN	PL	PROPERTY LINE
BTM	BOTTOM OF BASIN	R/W	RIGHT-OF-WAY
BRW	BOTTOM RETAINING WALL	SW	SIDEWALK
C	CONCRETE	S.W.E.	SIDEWALK EASEMENT
CL	CENTERLINE	TC	TOP OF CURB
D/W	DRIVEWAY	TF	TOP OF FOOTING
ESMT.	EASEMENT	TOF	TOP OF FENCE
EP	EDGE OF PAVEMENT	TRANS	TRANSITION
EX.	EXISTING	TRW	TOP OF RETAINING WALL
F/C	FACE OF CURB	TW	TOP OF WALL
FF	FINISHED FLOOR	Vreq	VOLUME REQUIRED
FG	FINISHED GRADE	Vpro	VOLUME PROVIDED
FL	FLOW LINE		
GB	GRADE BREAK	▲	GRADE BREAK
G	GUTTER	●	PROPOSED FIRE HYDRANT
HWE	HIGH WATER ELEVATION	—	PROPOSED WATERLINE AND VALVE
HP	HIGH POINT	⊕	EX. FIRE HYDRANT
INT	INTERSECTION	—	EX. WATERLINE AND VALVE
INV	INVERT ELEVATION	—	PROPOSED SEWER LINE AND MANHOLE
LP	LOW POINT	—	EX. SEWER LINE AND MANHOLE
LF	LINEAL FEET	⌈	CATCH BASIN
MH	MANHOLE	⌈	STORM DRAIN LINE AND MANHOLE
NG	NATURAL GROUND	⌈	EXISTING STREET LIGHT
P	PAVEMENT	⌈	STREET LIGHT
P.U.E.	PUBLIC UTILITY EASEMENT	⌈	STREET SIGN
PC	POINT OF CURVATURE	⊙	SURVEY MONUMENT
PRC	POINT OF REVERSE CURVE	⊙	SHEET NUMBER



TYPICAL SERVICE LOCATIONS-50' ROW
N.T.S.

INSTALL 4" SEWER SERVICE PER M.A.G. STANDARD DETAIL 440-1, 440-4 & C.O.S. DETAIL 7-03 (SCH 40 PVC) 1' FROM BACK OF P.U.E. TYPICAL ALL LOTS (M.A.G. STD. DET. 404-4 STAMPED S IN CURB AT SEWER TAP LOCATIONS)

INSTALL 1" WATER SERVICE TO BE INSTALLED WITHIN RIGHT-OF-WAY AND BACK OF SIDEWALK PER CITY OF SURPRISE.

FLOOD ZONE INFORMATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD X (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO 04013C1205L WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013. FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

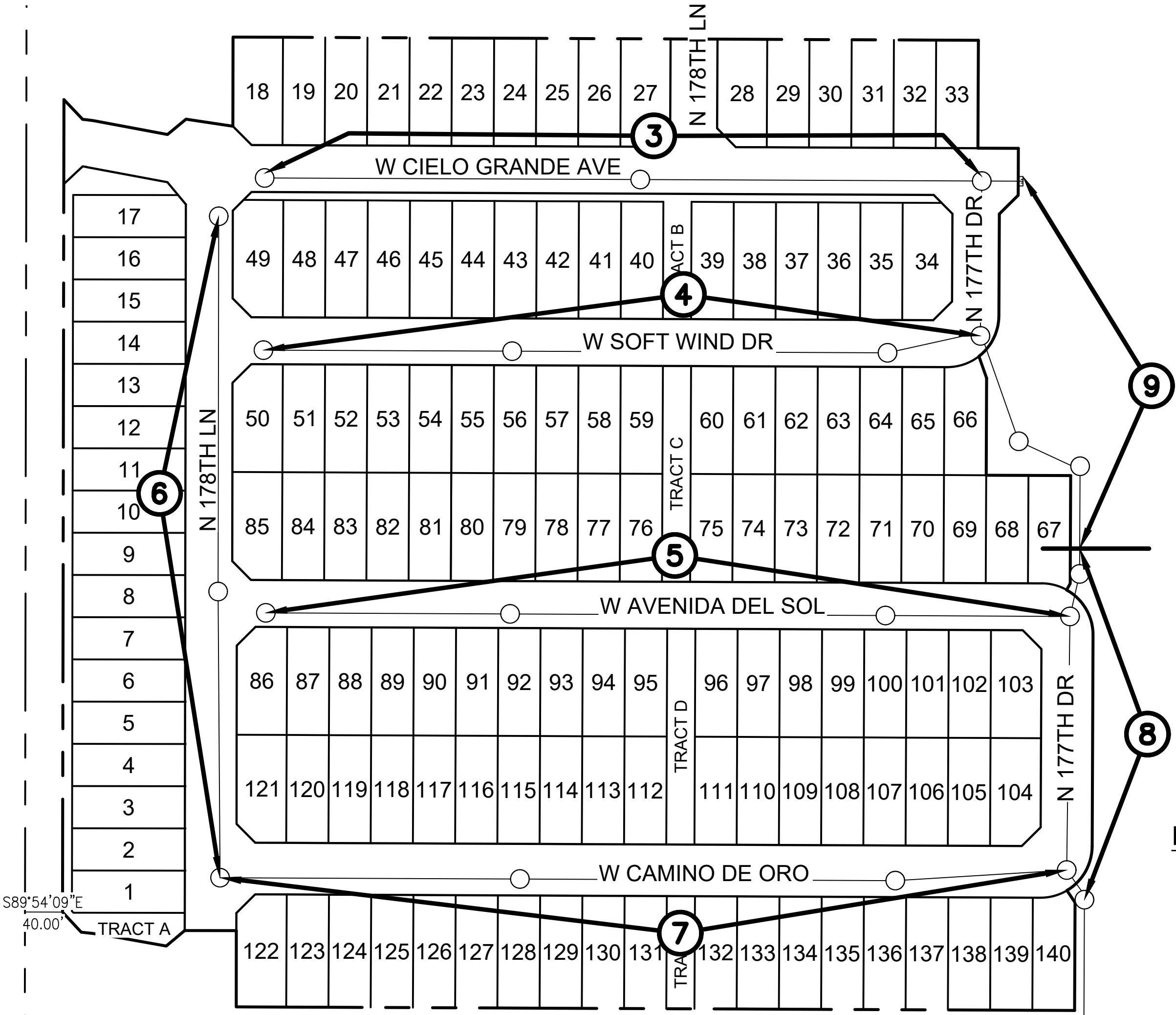
UTILITY NOTIFICATION

THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES AND THE WORK CONTAINED IN THESE PLANS HAS BEEN APPROVED BY THESE COMPANIES WITHIN THEIR AREA OF INTEREST, THE SIZE, AND LOCATIONS, AS SHOWN, OF THE GAS, TELEPHONE, AND POWER LINES, AND CONNECTIONS AGREE WITH THE INFORMATION CONTAINED IN THE UTILITY COMPANY'S RECORDS. WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES, THE CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL PROVISIONS AND/OR AS OTHERWISE NOTED ON THESE PLANS. CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

COMPANY	REPRESENTATIVE	DATE
APS - ARIZONA PUBLIC SERVICE	BEATRICE SAUCEDA	7/30/2024
LIBERTY WATER	ROVELL FOGGY	7/30/2024
COX COMMUNICATIONS	JACOB HORSMAN	7/30/2024
CENTURYLINK	DIANE MURPHY	7/30/2024
EPCOR WATER	JOE WHELAN	7/30/2024

SEWER PLANS FOR
NORTH COPPER CANYON
PARCEL 7.1

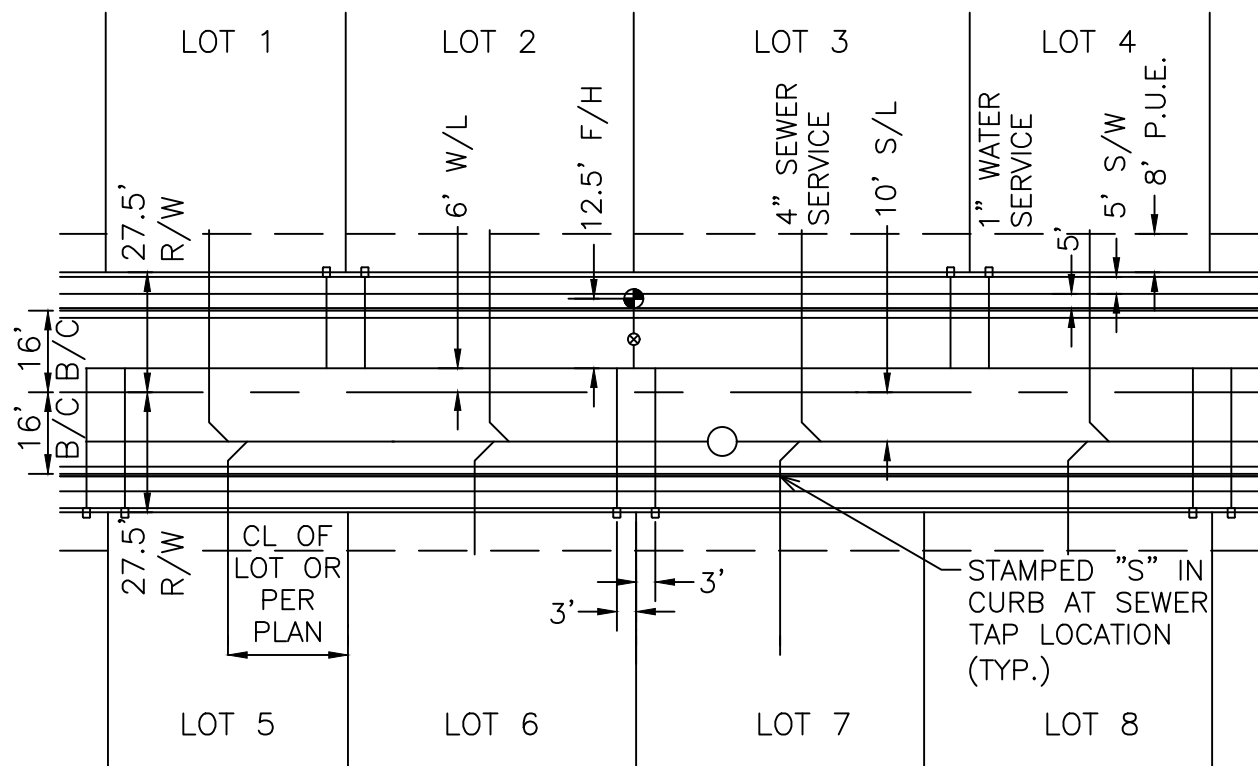
A PORTION OF LAND LOCATED IN SECTION 11, TOWNSHIP 4 NORTH,
RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



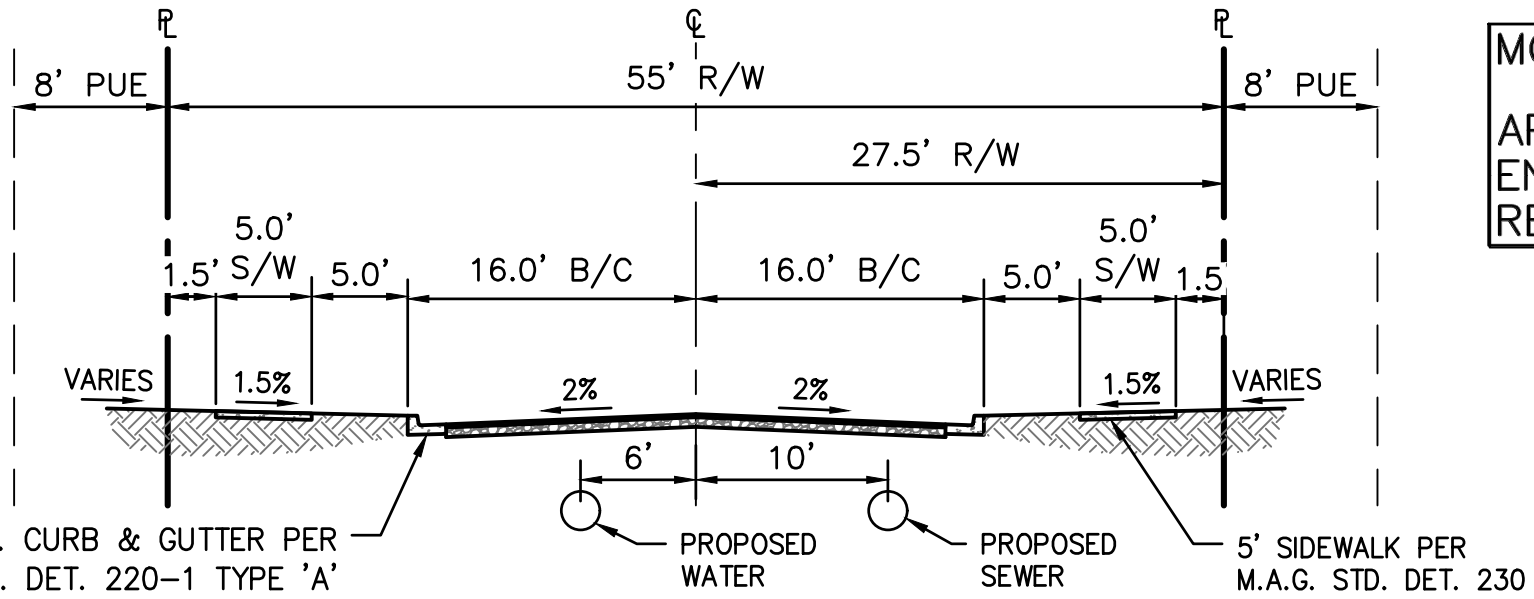
SHEET INDEX

1	COVER SHEET, QUANTITIES
2	GENERAL, CITY, & ENGINEERING NOTES
3-9	PLAN & PROFILE

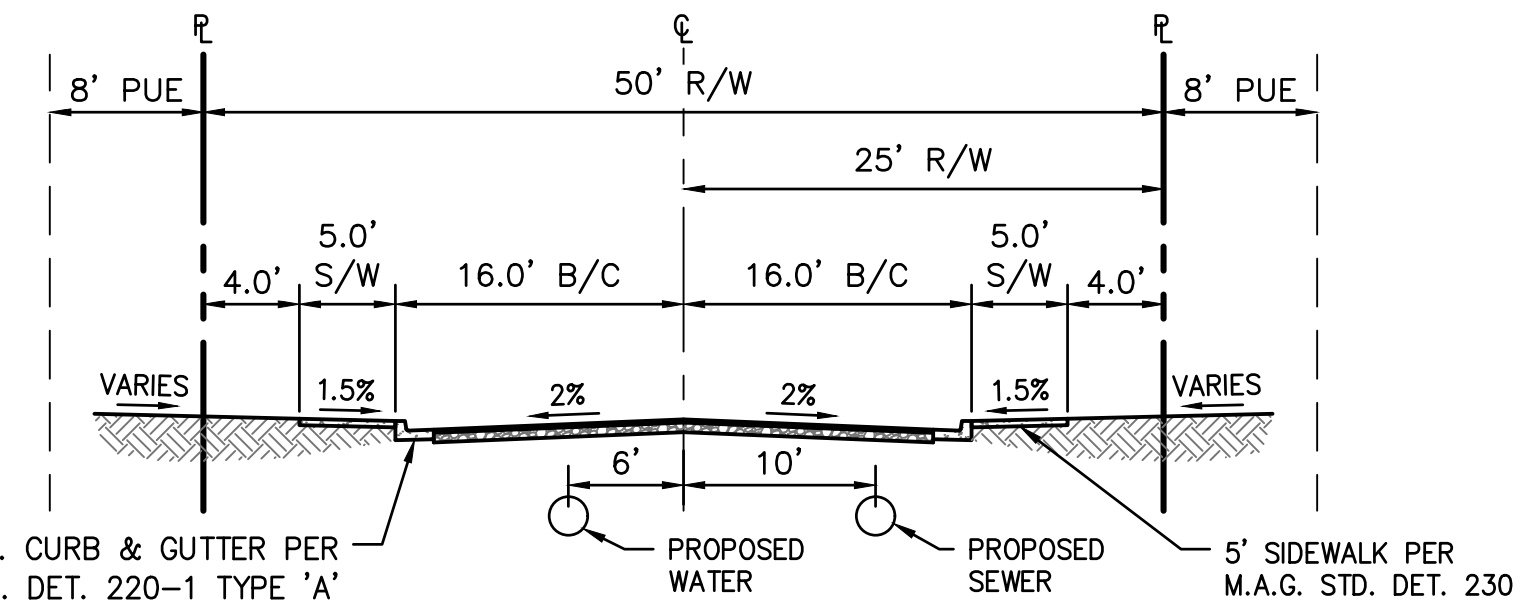
PROPOSED
NORTH COPPER CANYON
PARCEL A



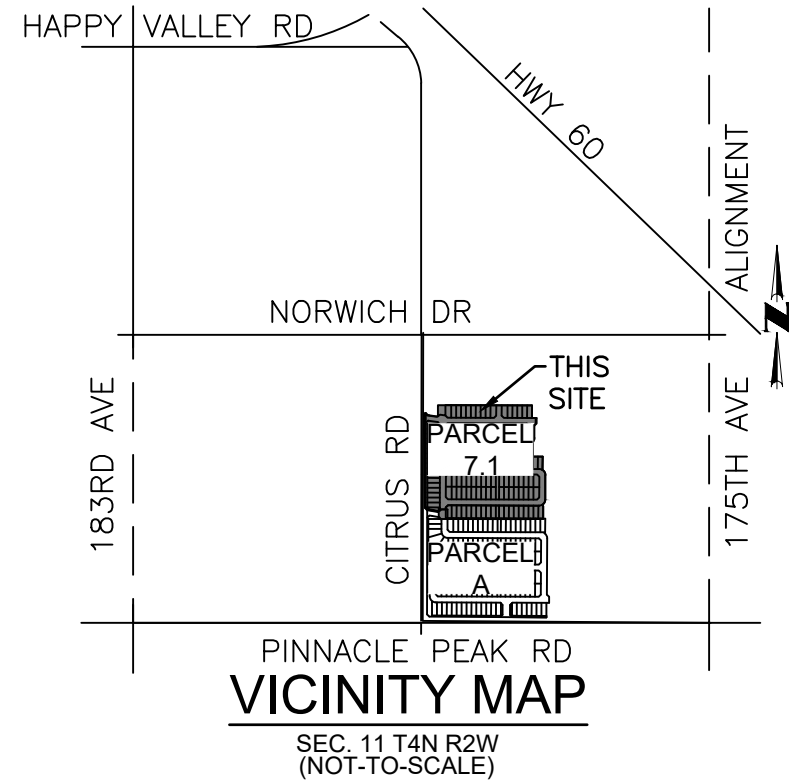
TYPICAL SERVICE LOCATIONS-55' ROW
N.T.S.



LOCAL ROADWAY-55' R/W
N.T.S. (LOOKING NORTH OR EAST)



LOCAL ROADWAY-50' R/W
N.T.S. (LOOKING NORTH OR EAST)



ENGINEER

CVL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 805-7554
CONTACT: MATT OLSEN
EMAIL: MOLSSEN@CVLCI.COM

DEVELOPER

COURTLAND HOMES, INC.
4160 WEST KITTY HAWK
CHANDLER, AZ 85226
PHONE: (480) 893-7515
CONTACT: HANS KOPPENHOEFER

BASIS OF BEARING

BASIS OF BEARINGS: SOUTH 00°28'33" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST ACCORDING TO AN UNRECORDED A.L.T.A. SURVEY BY LAND SURVEY SERVICES, PLC.

BENCHMARK

PP187 -
Description: 2 1/2 INCH ALUMINUM CAP, CAST: CITY OF SURPRISE
GEODETIC SURVEY LS 39593 W/ CITY LOGO. DATUM PT IS THE CEN
SUN IN THE LOGO. STATION IS LOCATED ON THE SOUTH SIDE OF
PINNACLE PEAK RD AND APPROX. 400' WEST OF 187TH AVE.
Stamping: "PP187"- "2009.87"

Elevation: 1415.48

APPROVALS

CITY OF SURPRISE SIGNATURE BLOCK

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

APPROVED
CITY OF SURPRISE ENGINEER
DATE

AS-BUILT CERTIFICATION

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

APPROVED
ENGINEER OF RECORD
DATE

REGISTRATION NO.

MCESD Signature Block
APPROVED
ENGINEER OF RECORD
REGISTRATION NO. WWR-24-00564
DATE 10/31/2024

ESTIMATED SEWER QUANTITIES		
DESCRIPTION	UNITS	QUANTITY
8" SDR-35 SEWER PIPE	LF	5120
4" DIAMETER SEWER MANHOLE	EA	22
4" SEWER SERVICE CONNECTION	EA	140
8" SEWER CAP	EA	1

CITY OF SURPRISE GENERAL NOTES

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIATION FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-7000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

CITY OF SURPRISE GENERAL SEWER NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED PERMITS AND INSPECTIONS FROM APPROPRIATE GOVERNMENTAL AGENCIES FOR ALL WORK IN THE PUBLIC RIGHT-OF-WAY.
2. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER AND/OR ALL WORK AND MATERIALS NOT IN CONFORMANCE WITH THE SPECIFICATION IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL UNCOVER ALL EXISTING LINES BEING TIED TO AND VERIFY THEIR LOCATION PRIOR TO TRENCHING. THE CONTRACTOR SHALL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRICAL CONDUIT AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND SHALL OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO THE SAME. CALL BLUE STAKE AT 602-263-1100 AND NOTIFY ALL INTERESTED UTILITIES.
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD BEFORE THE SANITARY SEWER FITTINGS ARE COVERED. FITTINGS SHALL NOT BE COVERED UNTIL SURVEYS HAVE BEEN COMPLETED. THE ENGINEER SHALL MAKE FIELD AS-BUILT MEASUREMENTS OF THE SANITARY SEWER WORK UPON NOTIFICATION BY THE SEWER CONTRACTOR THAT THE PIPE WORK IS COMPLETE AND READY FOR AS-BUILT SURVEY.
5. AS-BUILT PLANS CERTIFIED FOR CORRECTNESS BY A PROFESSIONAL CIVIL ENGINEER OR LAND SURVEYOR IN THE STATE OF ARIZONA ARE REQUIRED PRIOR TO FINAL APPROVAL OF ALL WATER, SEWER, RECLAIMED WATER AND STORM WATER CONSTRUCTION.
6. THE FOLLOWING DETAIL IS SPECIFICALLY NOT APPROVED: MAG STANDARD DETAIL 425 (24-INCH ALUMINUM, MANHOLE FRAME AND COVER).
7. A TWO (2) INCH BY FOUR (4) INCH WOOD OR METAL POST PAINTED GREEN WITH BLACK LOT NUMBERS IS TO BE INSTALLED AT THE END OF ALL SEWER SERVICES.
8. FOR RESIDENTIAL CONSTRUCTION, SEWER SERVICES SHALL BE SIX (6) FEET BELOW FINISH GRADE AT THE PUBLIC UTILITY EASEMENT AND FOUR (4) FEET BELOW THE FINISH GRADE AT FOUR (4) FEET PAST THE PUBLIC UTILITY EASEMENT.
9. ANY MANHOLE IN A GUTTER LINE MUST BE WATERTIGHT PER MAG STANDARD DETAIL 424.
10. THE MANHOLE COVERS SHALL READ "SURPRISE SANITARY SEWER" PER DETAIL 7-01.
11. MANHOLES TEN (10) FEET OR DEEPER SHALL BE A MINIMUM OF FIVE (5) FEET IN DIAMETER.
12. ALL MANHOLE SECTIONS SHALL BE SEALED WITH BOTH MASTIC (RAMNECK OR APPROVED EQUAL) AND GROUT PLACED INSIDE EACH MANHOLE SECTION KEY. THE INSIDE JOINTS SHALL BE GROUT-FINISHED.
13. UPON THE COMPLETION OF THE SEWER, THE TOP EIGHT (8) FEET OF ALL MANHOLES ARE TO BE SPRAYED WITH INSECTICIDE BY A CERTIFIED COMPANY OR INDIVIDUAL FOR ROACH CONTROL. A VERIFICATION LETTER IS TO BE FURNISHED TO THE CITY OF SURPRISE.
14. MARKING TAPE AND MARKER BALLS SHALL BE INSTALLED AT ALL SEWER LINE FITTINGS AND EVERY 200 FEET IF THE DISTANCE BETWEEN FITTINGS IS GREATER THAN 200 FEET PER DETAIL 7-08.
15. SHORT TERM DEFLECTION TESTING SHALL BE PERFORMED ON ALL SEGMENTS OF PLASTIC SEWER PIPE EIGHT (8) INCHES IN DIAMETER AND LARGER AFTER COMPLETION OF BACKFILL AND COMPACTION, BUT PRIOR TO INSTALLATION OF FINISH SURFACE MATERIAL. A SHORT-TERM DEFLECTION IN EXCESS OF FIVE (5) PERCENT SHALL BE CONSIDERED UNSERVICEABLE AND SHALL BE REPAIRED OR REPLACED AND RETESTED.
16. LOW-PRESSURE AIR TESTING IS REQUIRED FOR ONE HUNDRED (100) PERCENT OF THE LINE INSTALLATION PER MAG SPECIFICATION 615.11.
17. ONE HUNDRED (100) PERCENT OF BRANCH, MAIN, AND TRUNK SEWER LINES ARE TO BE INSPECTED BY VIDEO CAMERA. TWO COPIES OF COMPLETED DVD ALONG WITH OPERATOR NOTES ARE TO BE FURNISHED TO THE CITY OF SURPRISE UPON COMPLETION OF THE FIRST VIDEO. IF THERE ARE NEGATIVE RESULTS THEN THE AFFECTED SEWER LINES WILL BE REPAIRED AND RE-VIDEOED ACCORDINGLY.
18. ALL SEWER MANHOLES SHALL BE TESTED IN ACCORDANCE WITH ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS, USING THE WATER TIGHTNESS OR AIR PRESSURE METHODS AS PUBLISHED IN TITLE 18 ENVIRONMENTAL QUALITY.
19. THE MINIMUM COVER FOR SEWER MAIN PIPES SHALL BE SIX (6) FEET FROM TOP OF PIPE TO FINISHED GRADE. SEWER PIPE BEDDING SHALL BE ONE HUNDRED (100) PERCENT ABC MATERIAL PER MAG SPECIFICATIONS, PLACED AND COMPACTED FROM FOUR (4) INCHES BELOW PIPE TO TWELVE (12) INCHES ABOVE PIPE. FOR SEWER LINE CONSTRUCTION THE PIPE BEDDING SHALL BE PLACED IN TWO LIFTS PER MAG SPECIFICATIONS.
20. PIPE BEDDING, BACKFILLING AND COMPACTION SHALL BE PER MAG STANDARD DETAIL 200-1.
21. SEWER LINES SHALL CONSIST OF POLYVINYL CHLORIDE (PVC) SOLID WALL PLASTIC SEWER PIPE AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM D-3034, SDR-35 OR C900.

ENGINEER'S GENERAL NOTES

1. THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS THE APPROVAL BLOCK HAS BEEN SIGNED BY THE APPROPRIATE AGENCIES. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE CURRENT MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) SPECIFICATIONS AND STANDARD DETAILS TOGETHER WITH ANY SUPPLEMENTS OF THE REVIEWING AGENCY AND WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES.
2. PRIOR TO CONSTRUCTION, THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATIONS FROM THESE PLANS SHALL BE PROPOSED ON CONSTRUCTION FIELD PRINTS AND TRANSMITTED TO THE ENGINEER.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS AT HIS OWN EXPENSE.
4. ANY INSPECTION BY THE CITY, COUNTY, ENGINEER, OR OTHER JURISDICTIONAL AGENCY SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH APPLICABLE CODES AND AGENCY REQUIREMENTS.
5. THE CONTRACTOR SHALL MAKE NO CLAIM AGAINST THE OWNER OR THE SURVEYOR REGARDING ALLEGED INACCURACY OF CONSTRUCTION STAKES SET BY THE SURVEYOR UNLESS ALL SURVEY STAKES SET BY THE SURVEYOR ARE MAINTAINED INTACT AND CAN BE VERIFIED AS TO THEIR ORIGIN. IF, IN THE OPINION OF THE SURVEYOR, THE STAKES ARE NOT MAINTAINED INTACT AND CANNOT BE VERIFIED AS TO THEIR ORIGIN, ANY REMEDIAL WORK REQUIRED SHALL BE PERFORMED AT THE SOLE EXPENSE OF THE RESPONSIBLE CONTRACTOR OR SUBCONTRACTOR.
6. THE CONTRACTOR SHALL NOTIFY THE DEVELOPER AT LEAST 48 HOURS IN ADVANCE FOR ANY STAKING OR RESTAKING REQUIRED.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS IN ADVANCE FOR ANY INSPECTIONS AND/OR TESTING FOR ENGINEER OF RECORD SERVICES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ALL STAKES AND CONTROL SET BY THE DEVELOPERS SURVEYOR, AND SHALL TAKE STEPS NECESSARY TO INSURE THAT THE STAKES AND CONTROL ARE NOT DISTURBED OR TAMPERED WITH. IF STAKES SET BY THE DEVELOPERS SURVEYOR ARE DISTURBED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST INCURRED TO RESTAKE.
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. CONTRACTOR MUST CONTACT THE DESIGN ENGINEER FOR ANY NOTED DISCREPANCIES IN THE DESIGN PRIOR TO THE ITEM BEING CONSTRUCTED. FAILURE OF CONTRACTOR TO NOTIFY THE ENGINEER AND APPROVING AGENCY IN ADVANCE FOR ALTERNATIVE DESIGN SHALL RESULT IN CONTRACTOR ACCEPTANCE OF ALL COSTS RELATED TO POTENTIAL REMOVAL AND REWORK OF SAID ITEMS.
11. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
12. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK. THE ENGINEER IS NOT RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS NOR ANY COSTS INCURRED, WHETHER INITIAL OR ADDITIONAL TO CORRECT, MODIFY, OR ALTER ANY CONSTRUCTION COMPLETED CONTRARY TO THE CONTRACT DOCUMENTS.
13. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL OVERHEAD AND UNDERGROUND UTILITY LINES IN THE WORK AREA ACCORDING TO INFORMATION PROVIDED BY THE AGENCY OPERATING EACH FACILITY. LOCATIONS SHOWN ARE APPROXIMATE ONLY, AND ARE NOT RELIABLE FOR CONSTRUCTION PURPOSES. CALL AZ811 AT 811 OR 602-263-1100 TO HAVE LOCATIONS MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING NOT SCHEDULED FOR DEMOLITION OR REMOVAL SHALL BE REPLACED IN KIND.
14. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY THE PRESENCE AND LOCATION OF ANY AND ALL EXISTING OVERHEAD AND/OR UNDERGROUND UTILITIES THAT MAY INTERFERE WITH THIS CONSTRUCTION, WHETHER OR NOT SAID UTILITIES ARE SHOWN ON THE CONSTRUCTION PLANS FOR THIS PROJECT. THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS (POTHOLING) AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION TO PERMIT THE OWNER TO DIRECT THE ENGINEER TO MAKE REVISIONS OF THESE PLANS, IF NECESSARY, DUE TO CONFLICT BETWEEN PROPOSED FACILITIES AND EXISTING FACILITIES.
15. OWNER/CONTRACTOR IS RESPONSIBLE FOR SURVEY VERIFICATION OF EXISTING HORIZONTAL AND VERTICAL CONDITIONS PRIOR TO START OF CONSTRUCTION. A DEVIATION IN EXISTING CONDITIONS MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE CONSTRUCTION STARTS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR REMOVAL, REPLACEMENT, OR OTHER MODIFICATIONS THAT MAY BE REQUIRED AS A RESULT OF EXISTING CONDITIONS NOT PROPERLY VERIFIED AND CONFIRMED. SHOULD AN ERROR BE FOUND IN THE HORIZONTAL AND VERTICAL CONDITIONS, THE ENGINEER SHALL BE NOTIFIED AND CONSTRUCTION WILL NOT PROCEED UNTIL REVISIONS/MODIFICATIONS HAVE BEEN PREPARED AND SUBMITTED BY THE ENGINEER.
16. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION, CONDITION, AND PAVEMENT CROSS-SLOPE OF ALL EXISTING SURFACES AT POINTS OF TIE-IN AND MATCHING, PRIOR TO COMMENCEMENT OF GRADING, PAVING, CURB AND GUTTER, OR OTHER SURFACE CONSTRUCTION. SHOULD EXISTING LOCATIONS, ELEVATIONS, CONDITIONS, OR PAVEMENT CROSS-SLOPES DIFFER FROM THAT WHICH IS SHOWN ON THESE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER ACCORDINGLY. THE CONTRACTOR ACCEPTS RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH CORRECTIVE ACTION IF THESE PROCEDURES ARE NOT FOLLOWED.
17. APPROVAL OF THESE PLANS SHALL NOT PREVENT THE REVIEWING AGENCY FROM REQUIRING THE CORRECTION OF ERRORS IN THE PLANS WHERE SUCH ERRORS ARE SUBSEQUENTLY FOUND TO BE IN VIOLATION OF ANY LAW, ORDINANCE, OR OTHER HEALTH/SAFETY ISSUE.
18. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL STORM DRAIN PIPES, STORM WATER RETENTION PIPES AND DRAINAGE FACILITIES DURING ALL STAGES OF CONSTRUCTION. THE DEPTH OF COVER ON THE STORM DRAIN PIPE IS DESIGNED FOR FINAL GRADE. THEREFORE, EXTRA CARE SUCH AS BERMING OVER PIPES, FLAGGING, OR SIGNAGE SHOULD BE USED DURING CONSTRUCTION IN ORDER TO MAINTAIN COVER OR PROTECT THE PIPES.

ENGINEER'S GENERAL NOTES (CONT.)

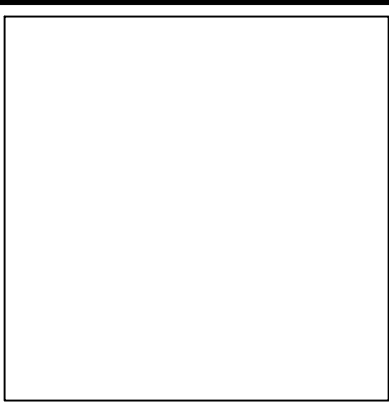
19. ALL CONDUITS (BOX CULVERT, REINFORCED CONCRETE PIPE, CAST-IN-PLACE PIPE, AND/OR CORRUGATED METAL PIPE) SHOWN ON THESE PLANS ARE DESIGNED FOR STANDARD HIGHWAY LOADINGS. THE STANDARD SATISFACTORY MINIMUM COVER REQUIREMENTS AS ESTABLISHED BY THE CONDUIT MANUFACTURER MAY NOT ALWAYS BE ADEQUATE DURING CONSTRUCTION. WHEN CONSTRUCTION EQUIPMENT, FREQUENTLY HEAVIER THAN TRAFFIC LOADS FOR WHICH THE CONDUIT HAS BEEN DESIGNED, IS TO BE DRIVEN OVER OR CLOSE TO THE BURIED CONDUIT, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE ADDITIONAL COVER REQUIRED TO AVOID DAMAGE TO THE CONDUIT. THE ADEQUACY OF THE COVER REQUIREMENTS FOR CONDUITS SHALL BE ANALYZED AND CHECKED BY THE CONTRACTOR TO ADDRESS LOADING CONDITIONS IMPOSED BY THE CONSTRUCTION ACTIVITY. ANY CONDUIT DAMAGED BY CONSTRUCTION ACTIVITY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
20. THE ESTIMATED QUANTITIES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETENESS AND ACCURACY OF A DETAILED ESTIMATE BASE ON THESE PLANS, CURRENT CODES, AND SITE VISITATION.
21. ALL EARTHWORK CONSTRUCTION SHALL CONFORM TO THE LATEST MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) STANDARD DETAILS AND SPECIFICATIONS, INCLUDING ANY SUPPLEMENTS THERETO AND THE SOILS REPORT PREPARED BY:
- COMPANY: GTI
PROJECT NO.: 226985G
DATED: 07/19/2022
- DATA FOR EARTHWORK CALCULATIONS IS PROVIDED IN THE SOILS REPORT AND (IF APPLICABLE) ANY SUPPLEMENTS THERETO.
22. THIS PLAN IS APPROVED SUBJECT TO COMPLETION OF THOSE LINES LABELED "EXISTING" WHICH HAVE BEEN PROPOSED AS A PART OF ANOTHER DEVELOPMENT. THE DEVELOPER OF THIS PROJECT MAY BE REQUIRED TO CONSTRUCT THOSE LINES PER THE REVIEWING AGENCY'S REQUIREMENTS PRIOR TO RECEIVING SERVICE FOR THIS PROJECT.

ENGINEER'S UTILITY NOTES

1. THE CONTRACTOR SHALL IN ALL CASES BEGIN SEWER LINE CONSTRUCTION FROM THE DOWNSTREAM MANHOLE OR SEWER STUB, WHETHER EXISTING OR PROPOSED. PRIOR TO INSTALLATION OF ANY SEWER LINE, THE CONTRACTOR SHALL EXCAVATE AND EXPOSE THE POINT OF CONNECTION OF THE NEW SEWER LINE TO THE EXISTING STUB OR MANHOLE AND VERIFY THE ELEVATION AND LOCATION. SHOULD THE EXISTING CONDITIONS VARY FROM THE DESIGN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONTINUING WORK.
2. THE SURVEYOR SHALL MAKE FIELD RECORD DRAWING MEASUREMENTS OF THE WORK UPON NOTIFICATION BY THE WATER/SEWER CONTRACTOR THAT THE PIPE WORK IS COMPLETE AND READY FOR RECORD DRAWING SURVEY. IF THE CONTRACTOR DOES NOT LEAVE THE TRENCHES OPEN SO THE ACTUAL PIPELINE AND SERVICES CAN BE OBSERVED, THE RECORD DRAWING MEASUREMENTS WILL REFLECT THE TRENCH LOCATION ONLY. IF THE MEASUREMENTS CANNOT BE PERFORMED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ACCURATE RECORD DRAWING MEASUREMENTS AND SECURING THE ACCEPTANCE OF THE RECORD DRAWING BY THE APPROVING AGENCY.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER BEFORE THE FITTINGS ARE COVERED SO RECORD DRAWING MEASUREMENTS MAY BE TAKEN. FITTINGS SHALL NOT BE COVERED UNTIL SURVEY HAS BEEN COMPLETED.
4. A WATER PRESSURE TEST IS REQUIRED OF ALL WATER LINES AND A HYDROSTATIC OR AIR TEST IS REQUIRED OF ALL SEWER LINES AND MANHOLES. TESTING SHALL BE IN ACCORDANCE WITH M.A.G. SECTIONS 610, 611, AND 615. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS IN ADVANCE TO ARRANGE CONSTRUCTION OBSERVATION SERVICES OF TESTING.

MCESD NOTES

1. PERFORM A DEFLECTION TEST OF THE TOTAL LENGTH OF ALL SEWER LINES MADE OF FLEXIBLE MATERIALS TO ENSURE THAT THE INSTALLATION MEETS OR EXCEEDS THE MANUFACTURER'S RECOMMENDATIONS AND RECORD THE RESULTS. (R18-9-E301.D.2.I / MAG 615.11)
2. TEST EACH SEGMENT OF THE SEWER LINE FOR LEAKAGE USING THE APPROPRIATE ASTM TEST FOR THE PIPE MATERIAL. (R18-9-E301.D.2.J / MAG 615.11)
3. EACH MANHOLE WILL BE TESTED ACCORDING TO R18-9-E301.D.3.E AND F.



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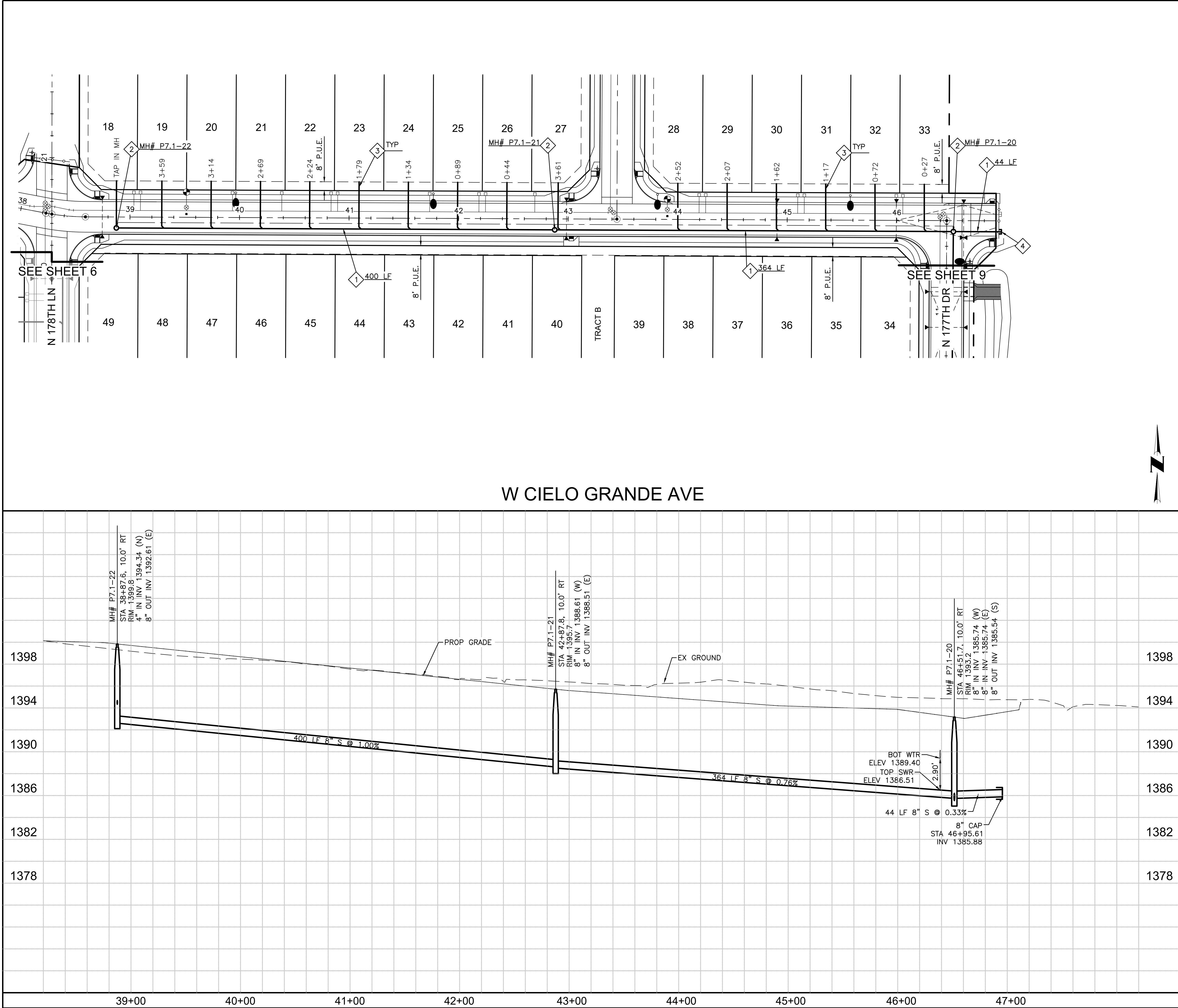


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CVL Project #: 1-01-0295201

NOTES & DETAILS

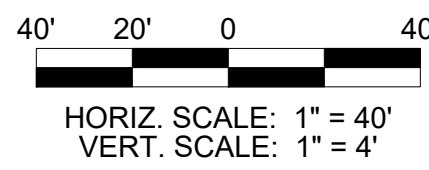
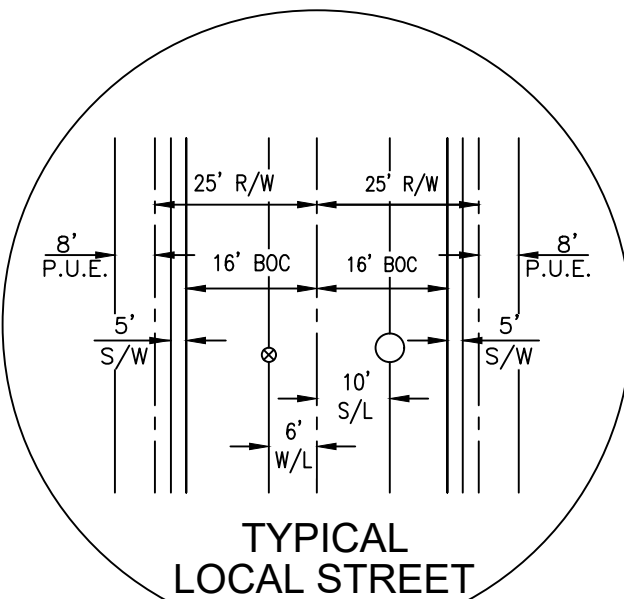
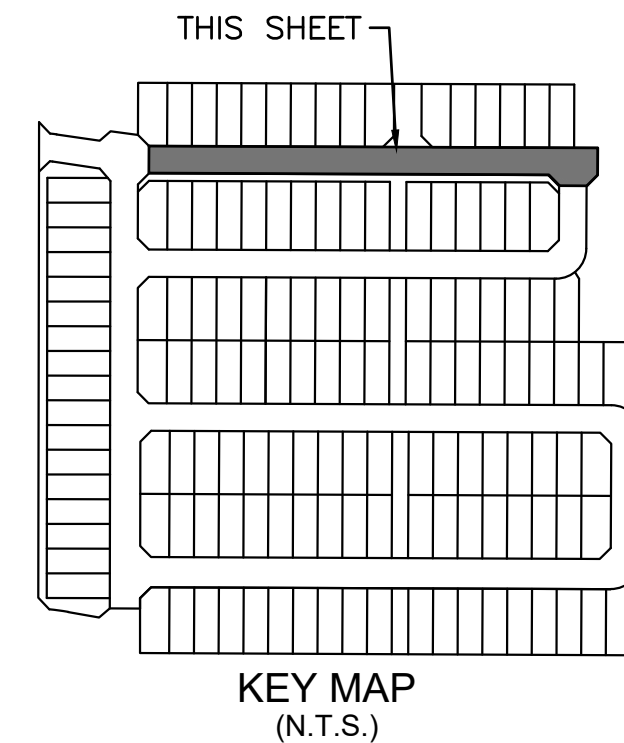
SHEET
2 OF 9





SEWER CONSTRUCTION NOTES

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5. REMOVE CAP & CONNECT TO EXISTING SEWER.



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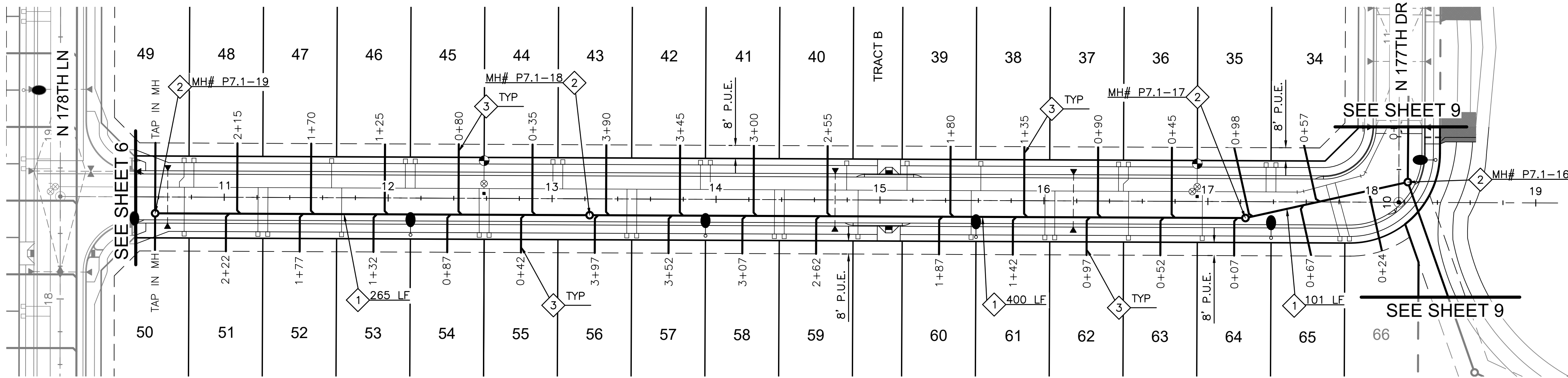
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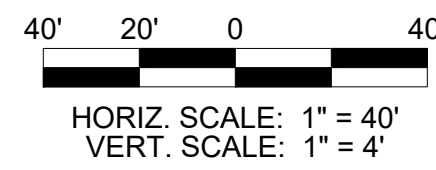
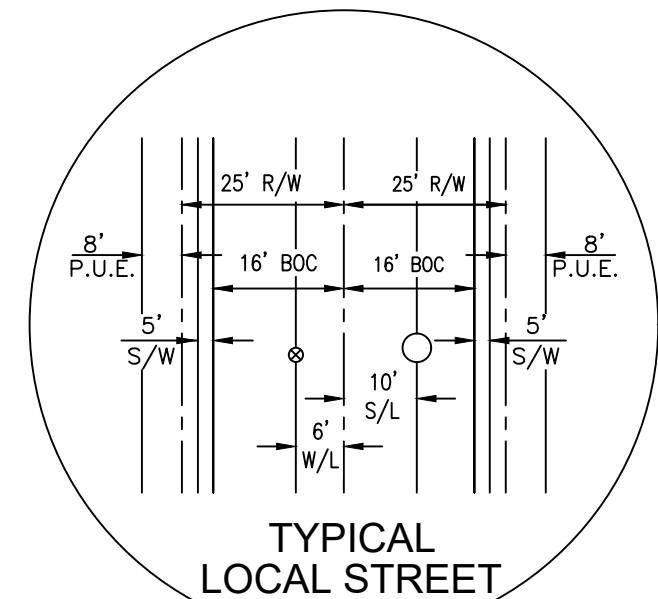
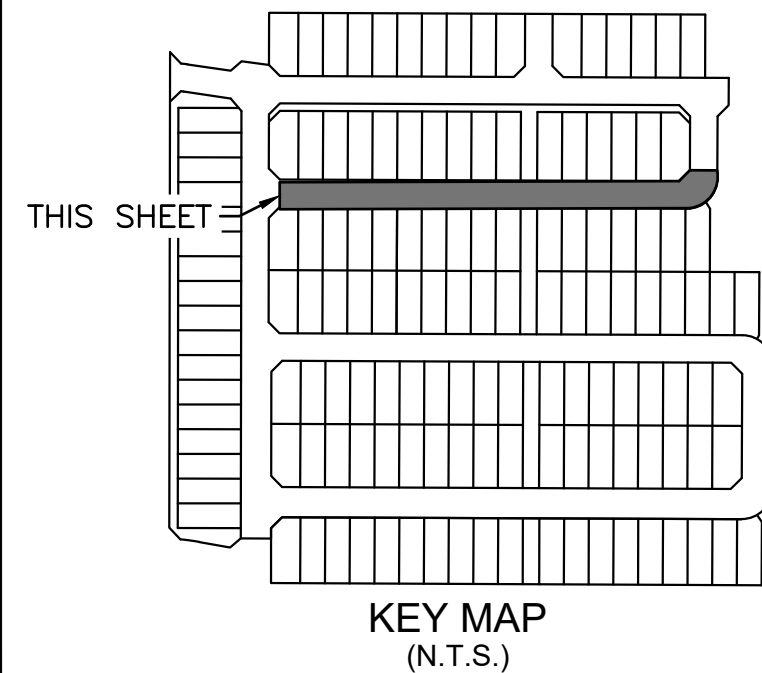
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CVL Project #: 1-01-0295201

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SHEET 3 OF 9



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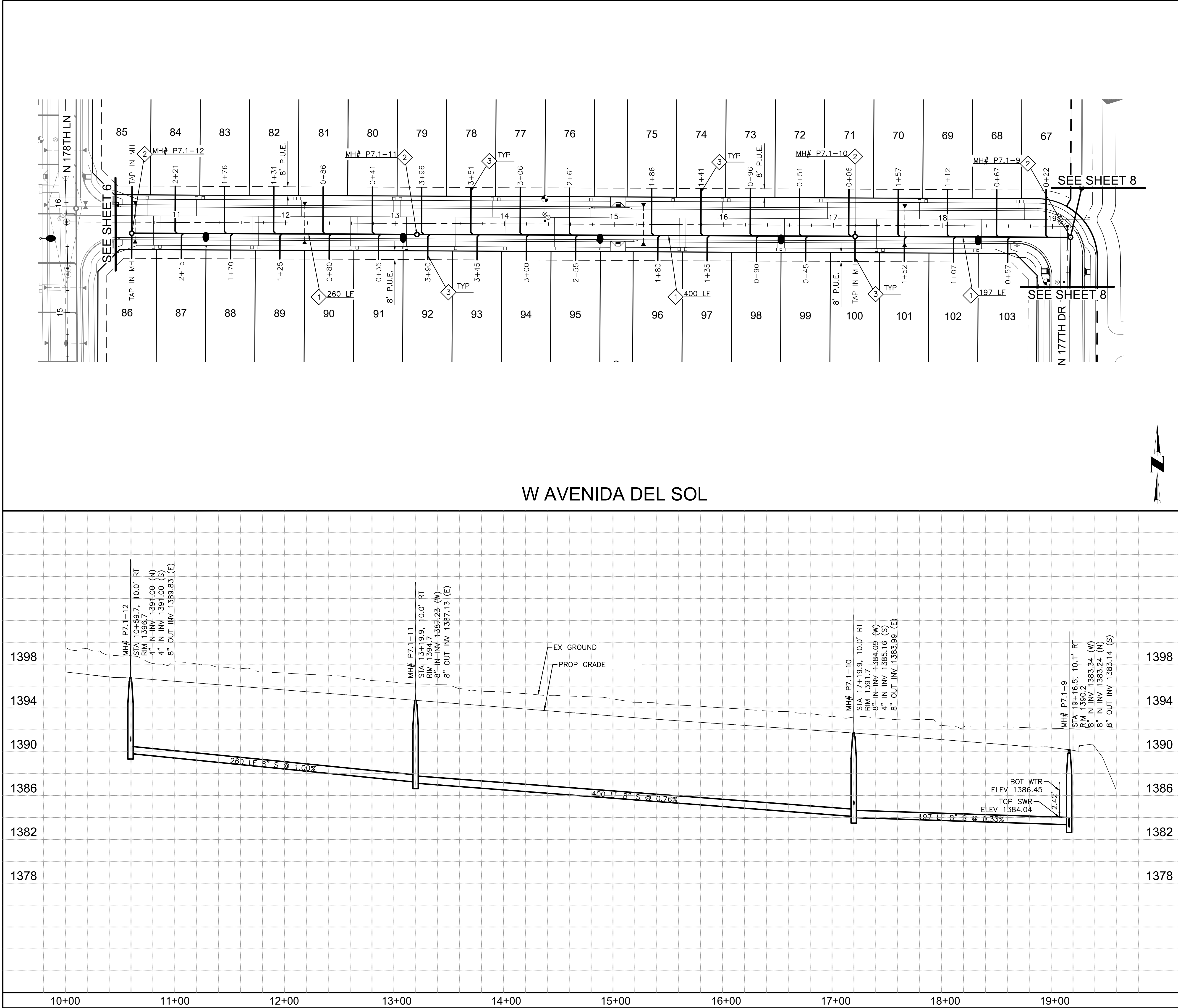
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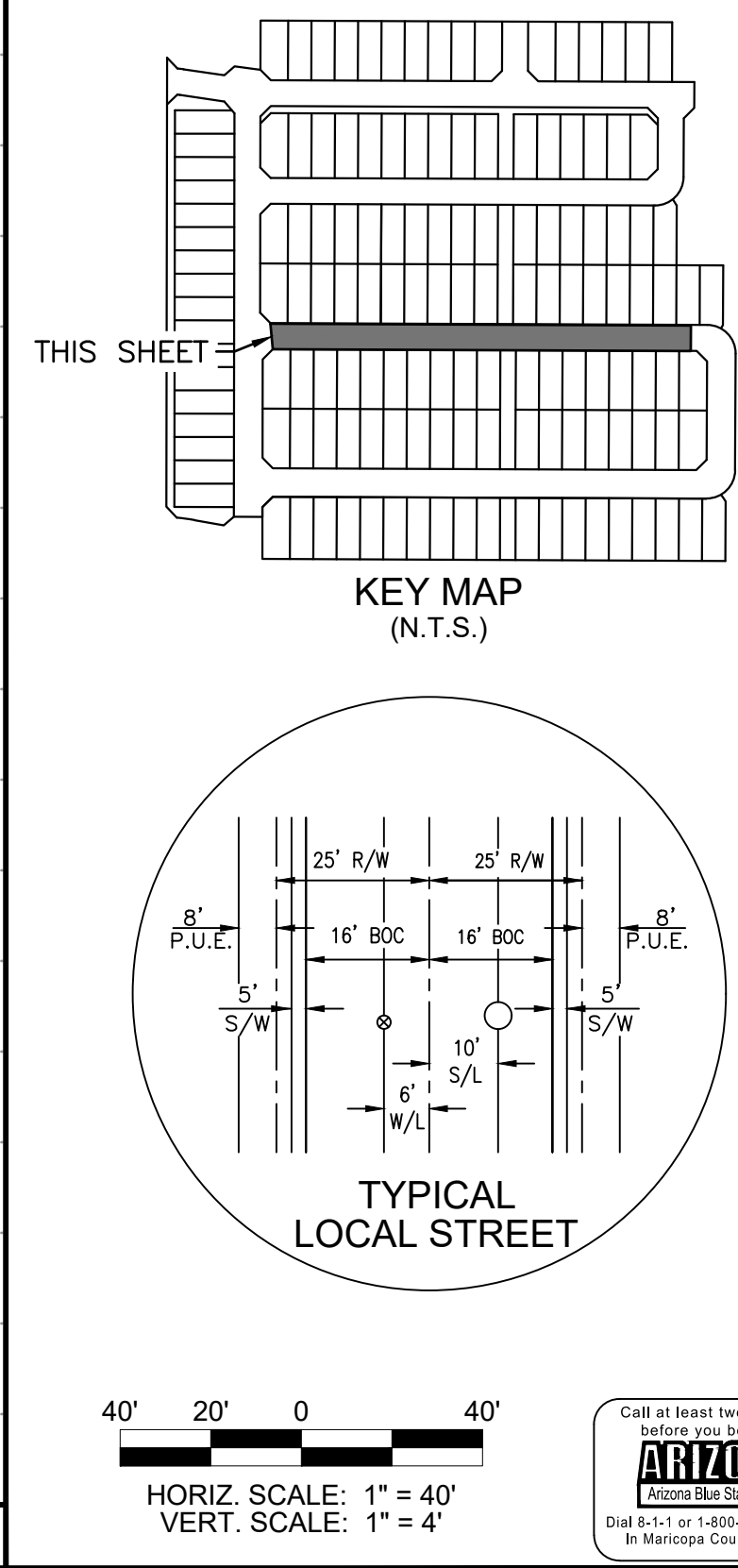


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SHEET 4 OF 9



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Professional Engineer

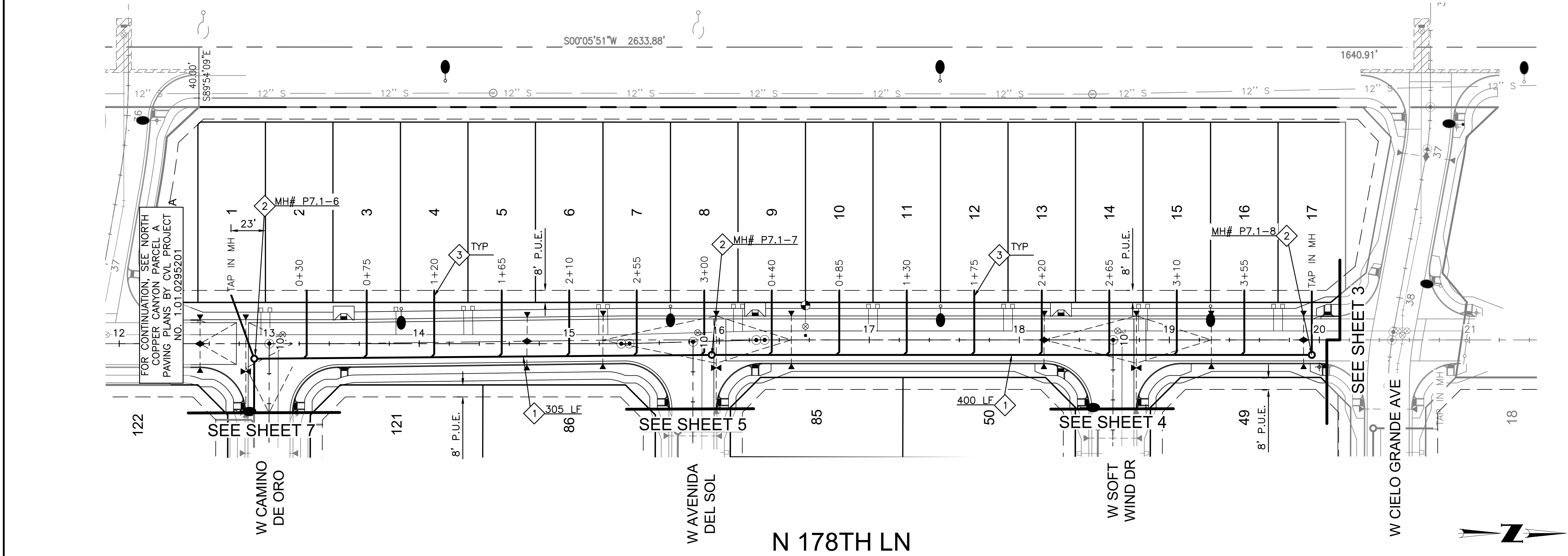
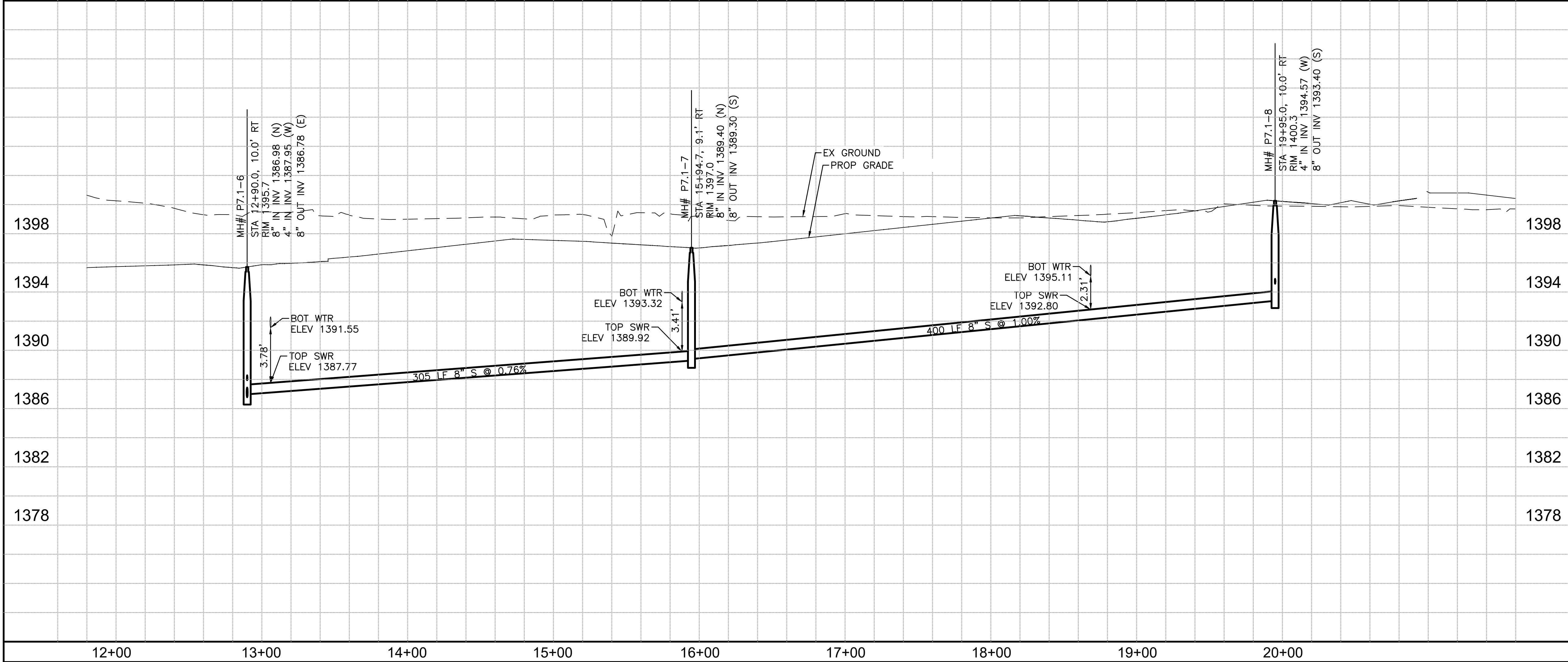
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MATTHEW C. OLSEN

Exp. 12/30/2025

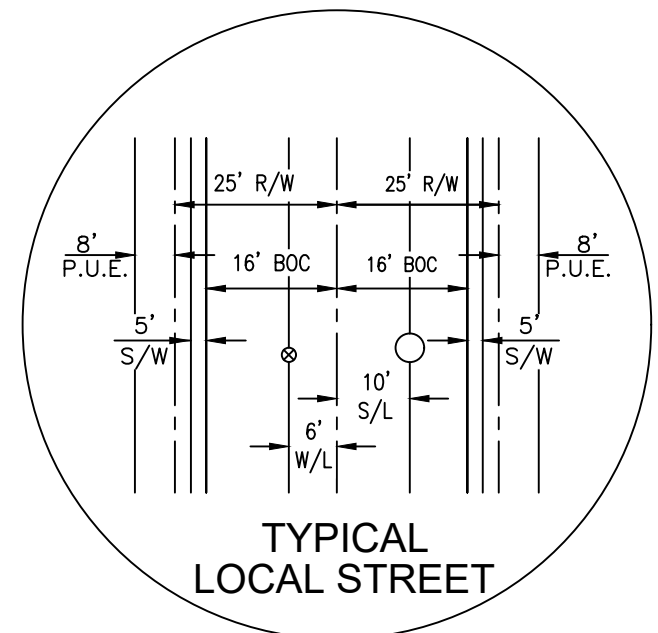
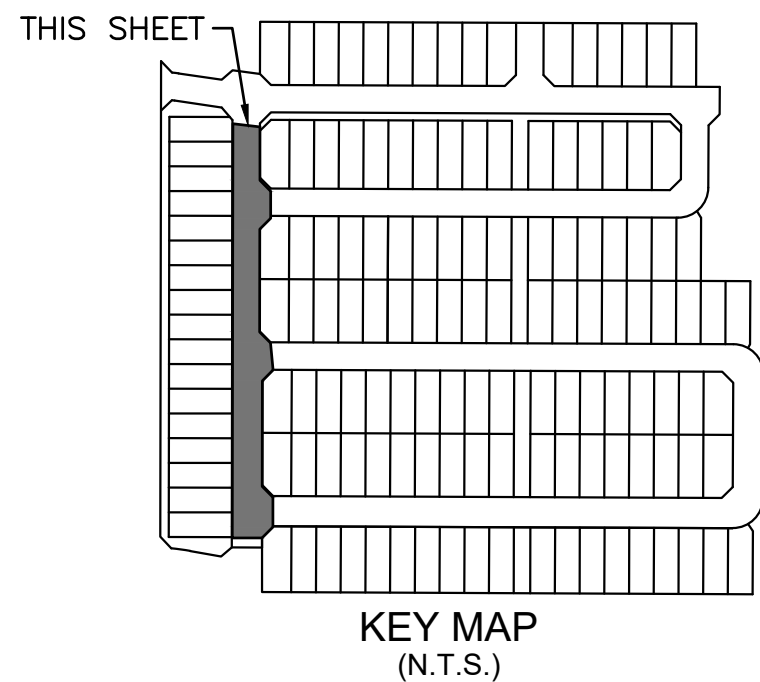
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40' 20' 0 40'
HORIZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 4'

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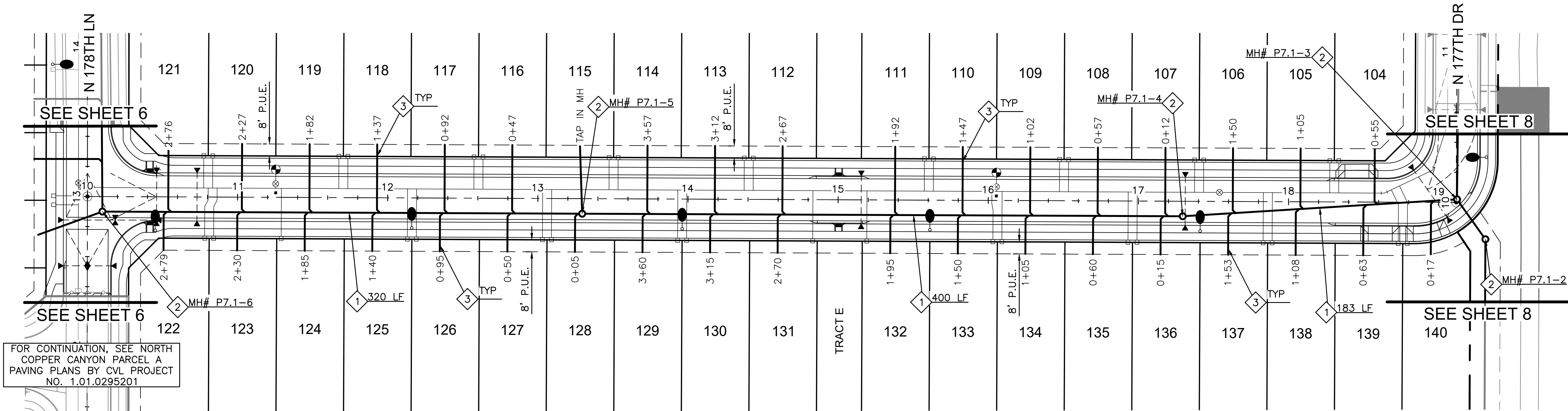
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6 OF 9

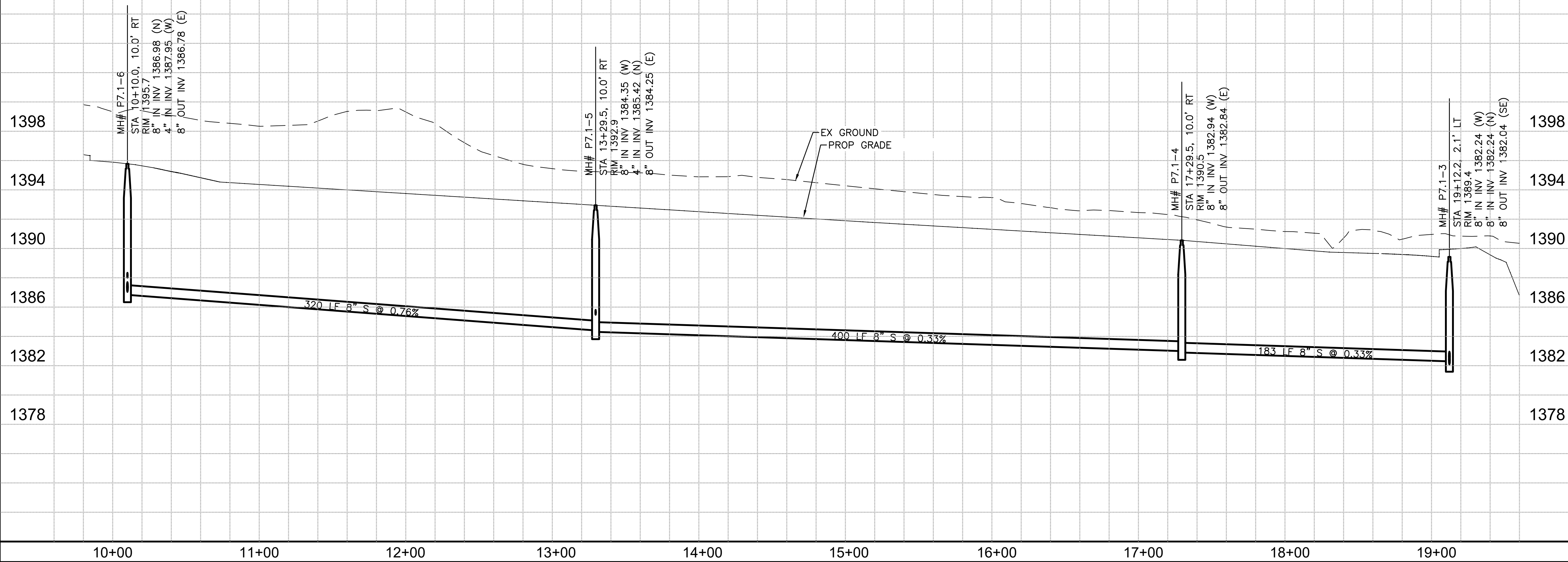
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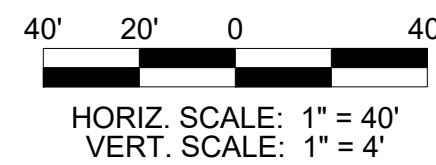
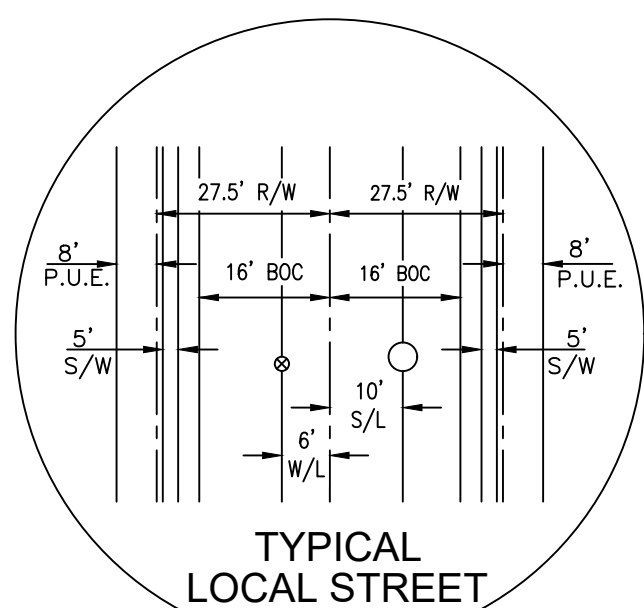
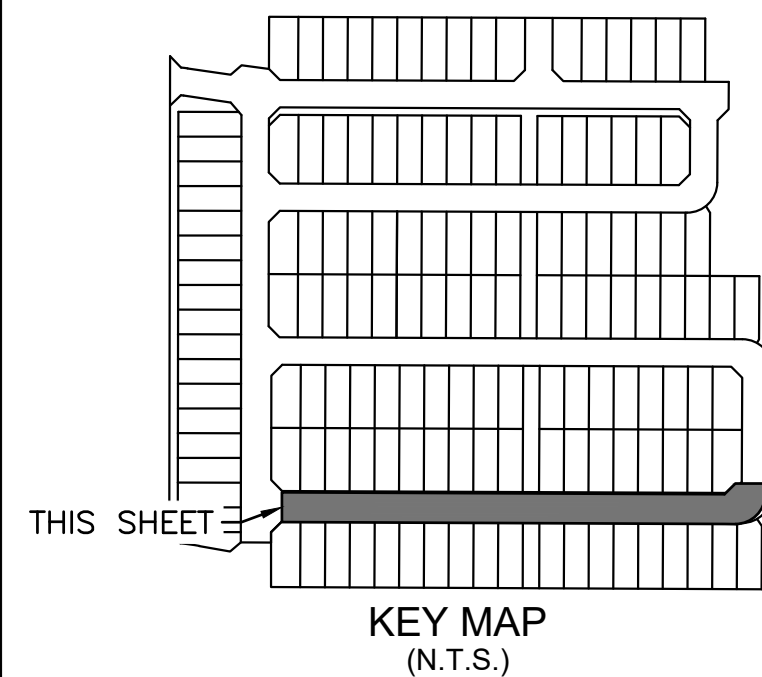


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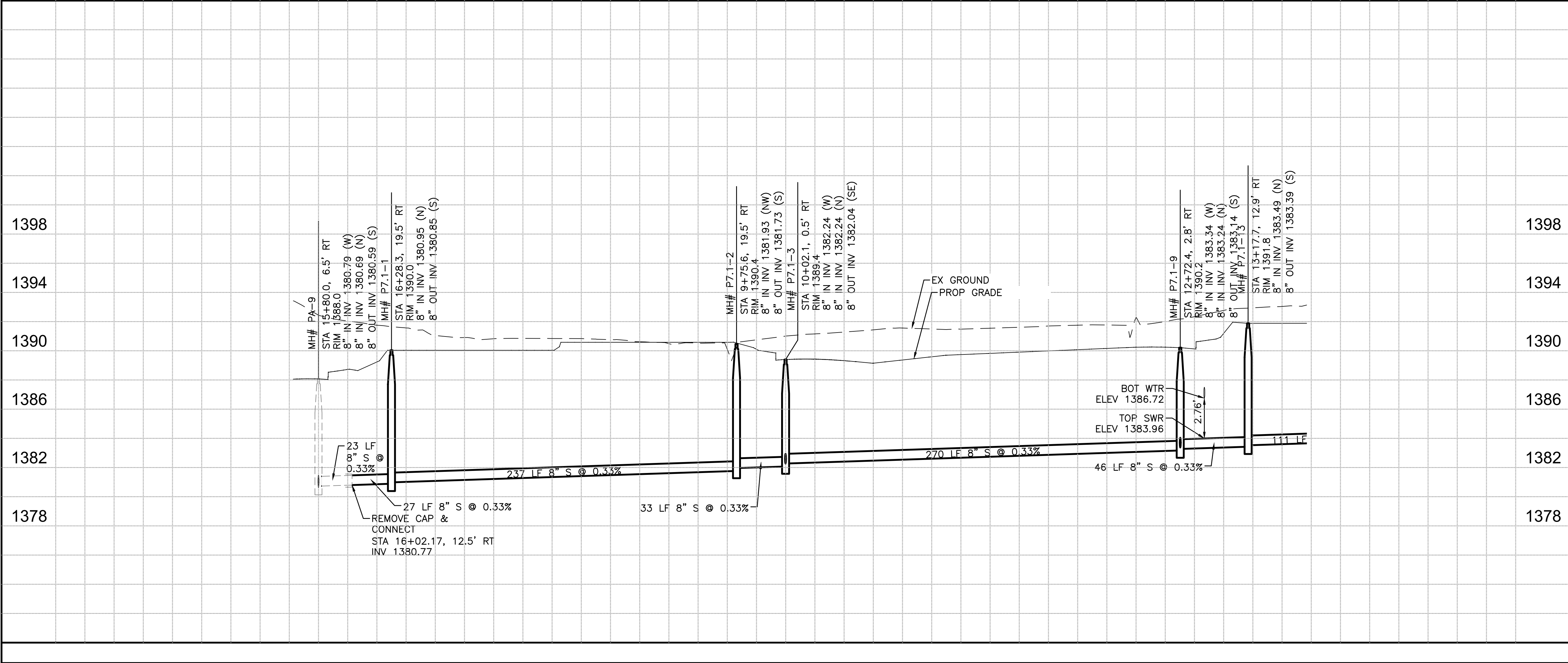
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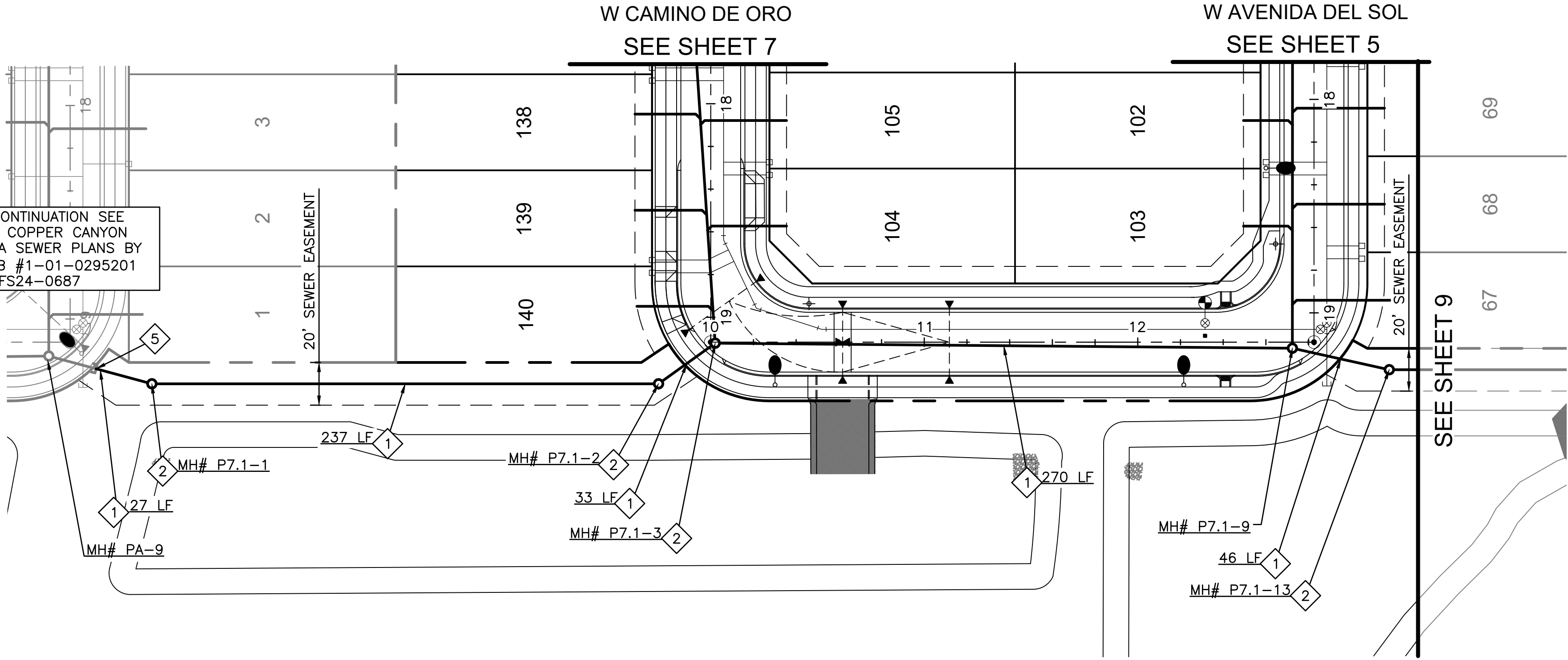
Professional Engineer
MATTHEW C. OLSEN
No. 9246
Exp. 12/31/2025
ARIZONA U.S.A.

CVL Contact: M. OLSEN
CVL Project #: 1-01-0295201

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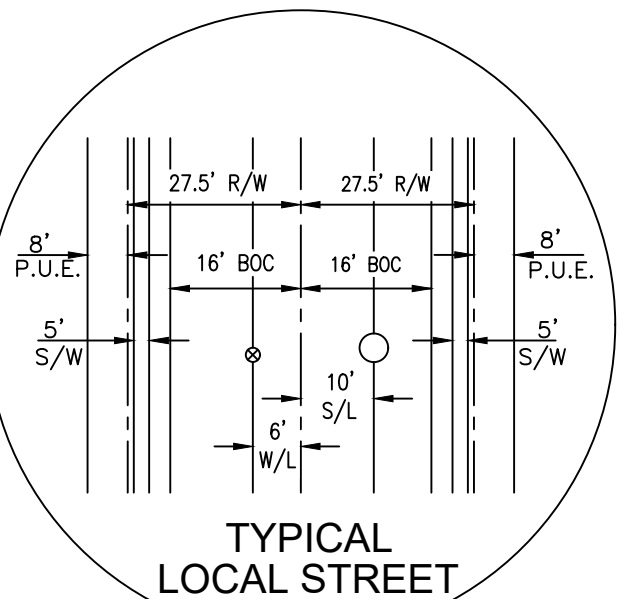
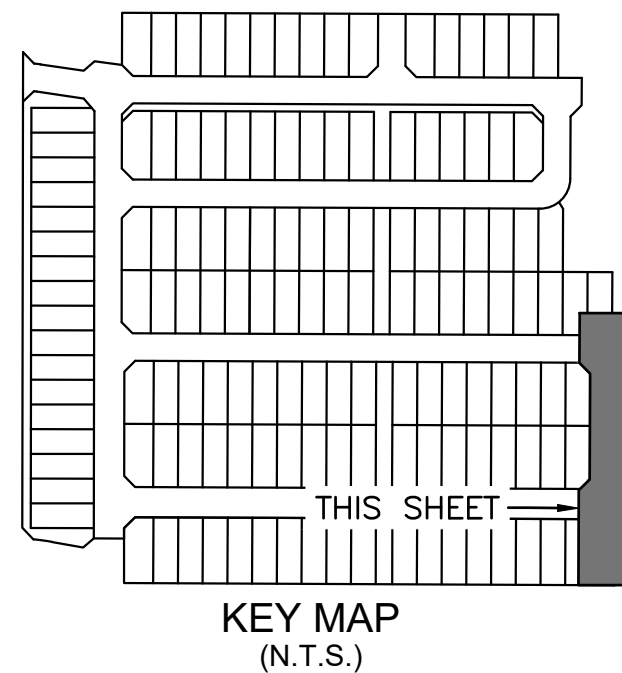


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FS24-0687



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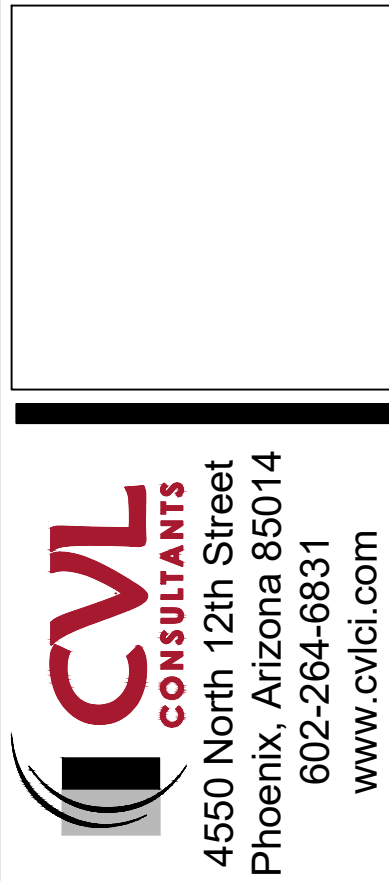
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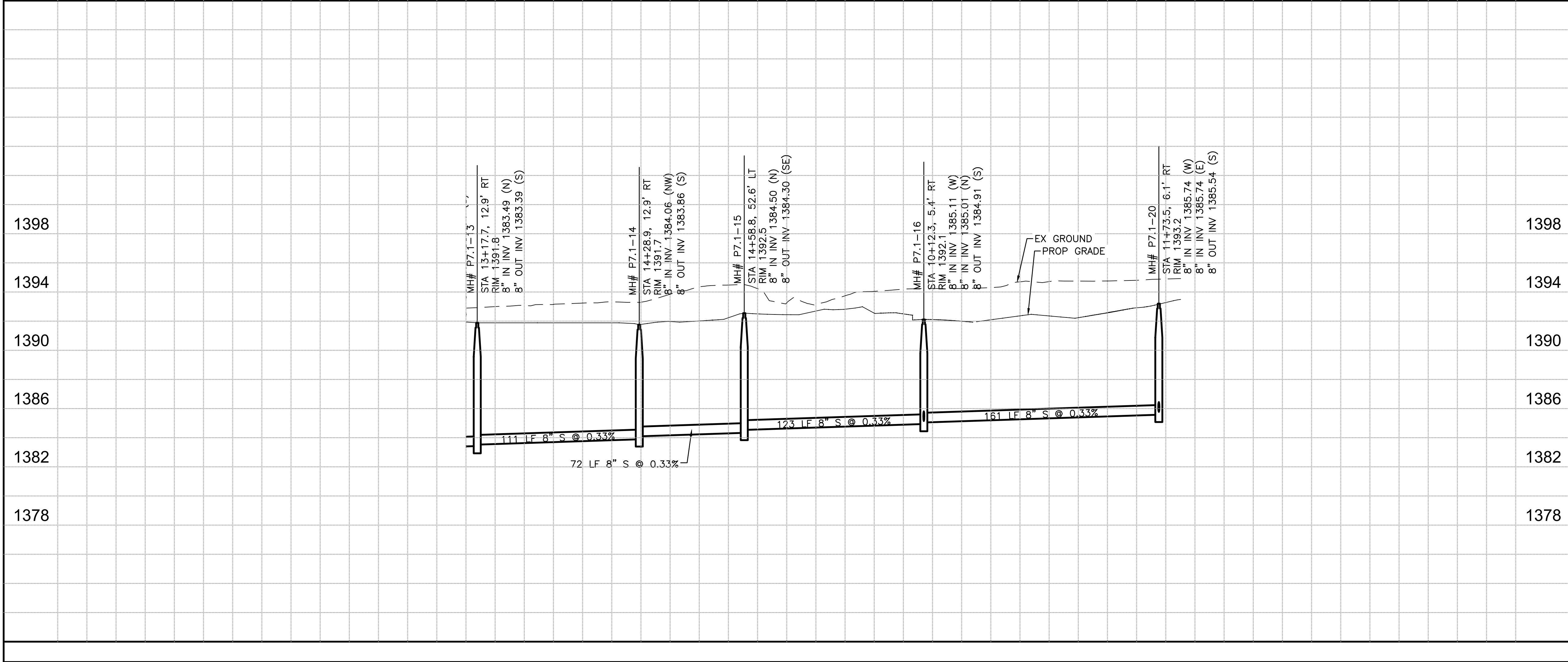
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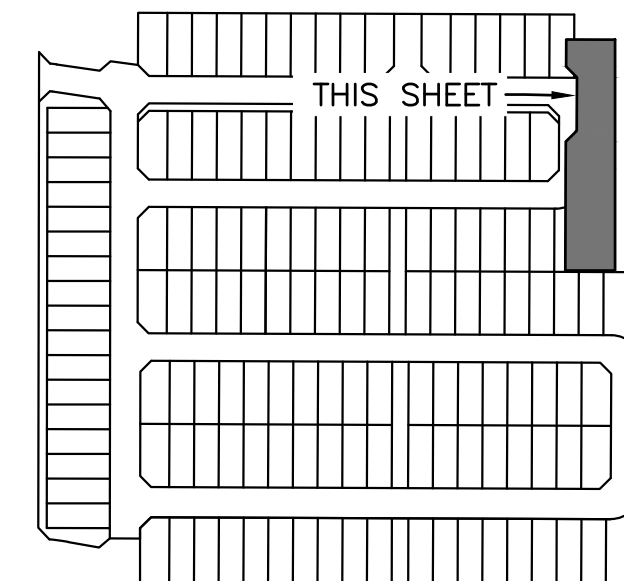


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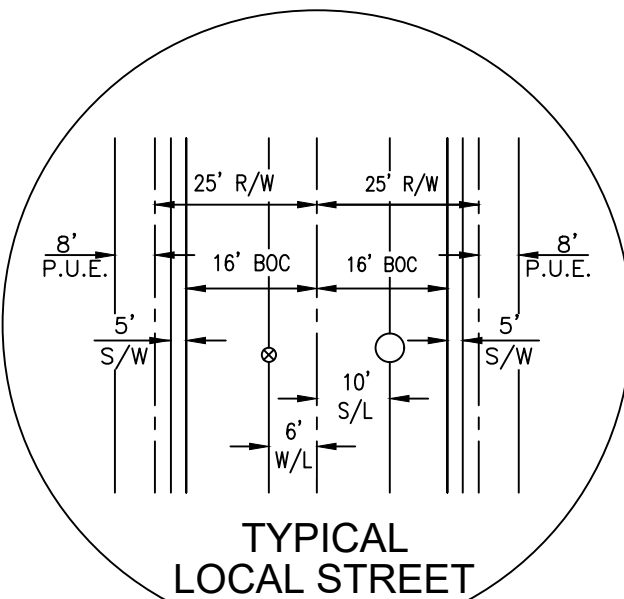


SEWER CONSTRUCTION NOTES

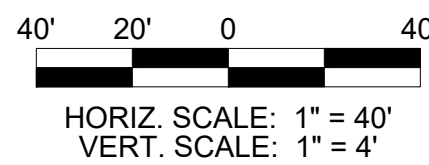
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- 5 REMOVE CAP & CONNECT TO EXISTING SEWER.



KEY MAP
(N.T.S.)



TYPICAL
LOCAL STREET



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4550 North 12th Street

Phoenix, Arizona 85014

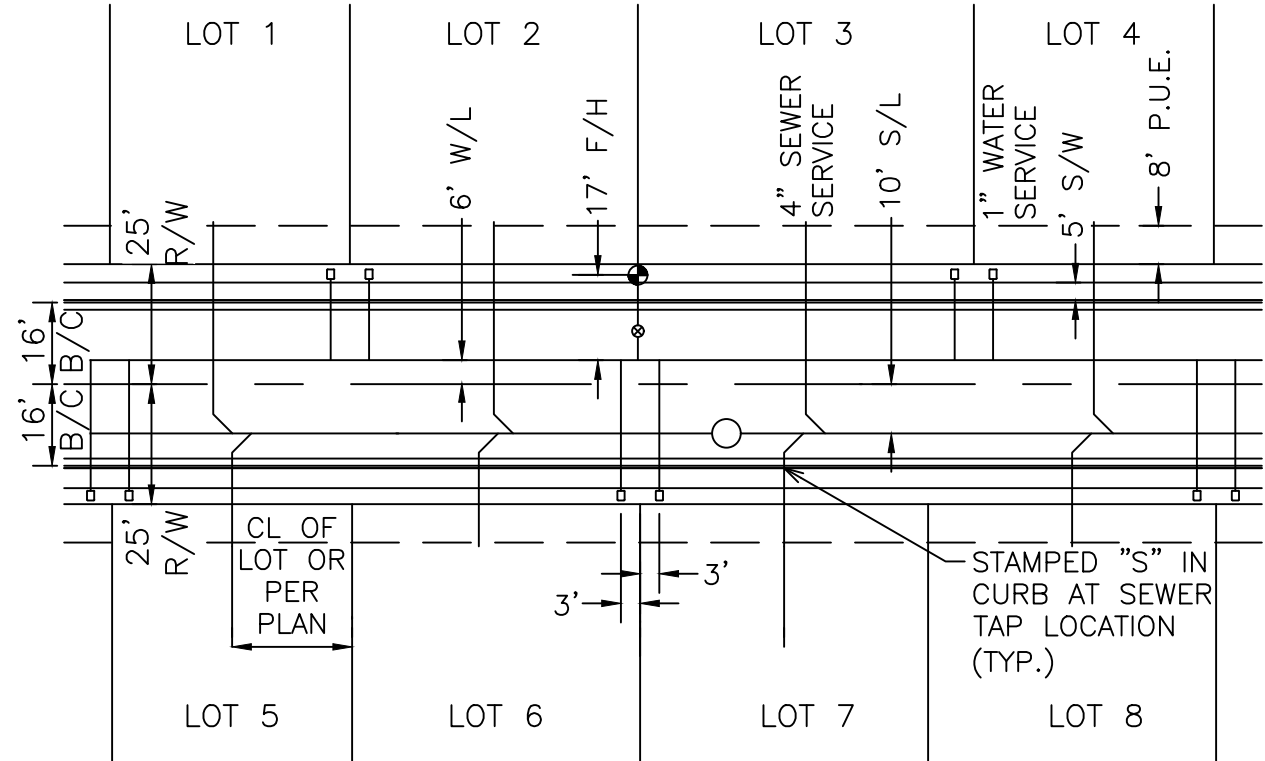
602-264-6831

www.cvlci.com

Coe & Van Loo Consultants, Inc.

LEGEND

B/C	BACK OF CURB	PT	POINT OF TANGENCY
BGN	BEGIN	PL	PROPERTY LINE
BTM	BOTTOM OF BASIN	R/W	RIGHT-OF-WAY
BRW	BOTTOM RETAINING WALL	SW	SIDEWALK
C	CONCRETE	S.W.E.	SIDEWALK EASEMENT
CL	CENTERLINE	TC	TOP OF CURB
D/W	DRIVEWAY	TF	TOP OF FOOTING
ESMT.	EASEMENT	TOF	TOP OF FENCE
EP	EDGE OF PAVEMENT	TRANS	TRANSITION
EX.	EXISTING	TRW	TOP OF RETAINING WALL
F/C	FACE OF CURB	TW	TOP OF WALL
FF	FINISHED FLOOR	Vreq	VOLUME REQUIRED
FG	FINISHED GRADE	Vpro	VOLUME PROVIDED
FL	FLOW LINE		
GB	GRADE BREAK	▲	GRADE BREAK
G	GUTTER	●	PROPOSED FIRE HYDRANT
HWE	HIGH WATER ELEVATION	—○—	PROPOSED WATERLINE AND VALVE
HP	HIGH POINT	⊕	EX. FIRE HYDRANT
INT	INTERSECTION	—○—	EX. WATERLINE AND VALVE
INV	INVERT ELEVATION	—○—	PROPOSED SEWER LINE AND MANHOLE
LP	LOW POINT	—○—	EX. SEWER LINE AND MANHOLE
LF	LINEAL FEET	⌈	CATCH BASIN
MH	MANHOLE	⌈○⌋	STORM DRAIN LINE AND MANHOLE
NG	NATURAL GROUND	⌈⌋	EXISTING STREET LIGHT
P	PAVEMENT	⌈⌋	STREET LIGHT
P.U.E.	PUBLIC UTILITY EASEMENT	p	STREET SIGN
PC	POINT OF CURVATURE	⊙	SURVEY MONUMENT
PRC	POINT OF REVERSE CURVE	⊙	SHEET NUMBER



TYPICAL SERVICE LOCATIONS-50' ROW
N.T.S.

INSTALL 4" SEWER SERVICE PER M.A.G. STANDARD DETAIL 440-1, 440-4 & C.O.S. DETAIL 7-03 (SCH 40 PVC) 1' FROM BACK OF P.U.E. TYPICAL ALL LOTS (M.A.G. STD. DET. 404-4 STAMPED S IN CURB AT SEWER TAP LOCATIONS)

INSTALL 1" WATER SERVICE TO BE INSTALLED WITHIN RIGHT-OF-WAY AND BACK OF SIDEWALK PER CITY OF SURPRISE.

FLOOD ZONE INFORMATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD X (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO 04013C1205L WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013. FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

UTILITY NOTIFICATION

THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES AND THE WORK CONTAINED IN THESE PLANS HAS BEEN APPROVED BY THESE COMPANIES WITHIN THEIR AREA OF INTEREST, THE SIZE, AND LOCATIONS, AS SHOWN, OF THE GAS, TELEPHONE, AND POWER LINES, AND CONNECTIONS AGREE WITH THE INFORMATION CONTAINED IN THE UTILITY COMPANY'S RECORDS. WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES, THE CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL PROVISIONS AND/OR AS OTHERWISE NOTED ON THESE PLANS. CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

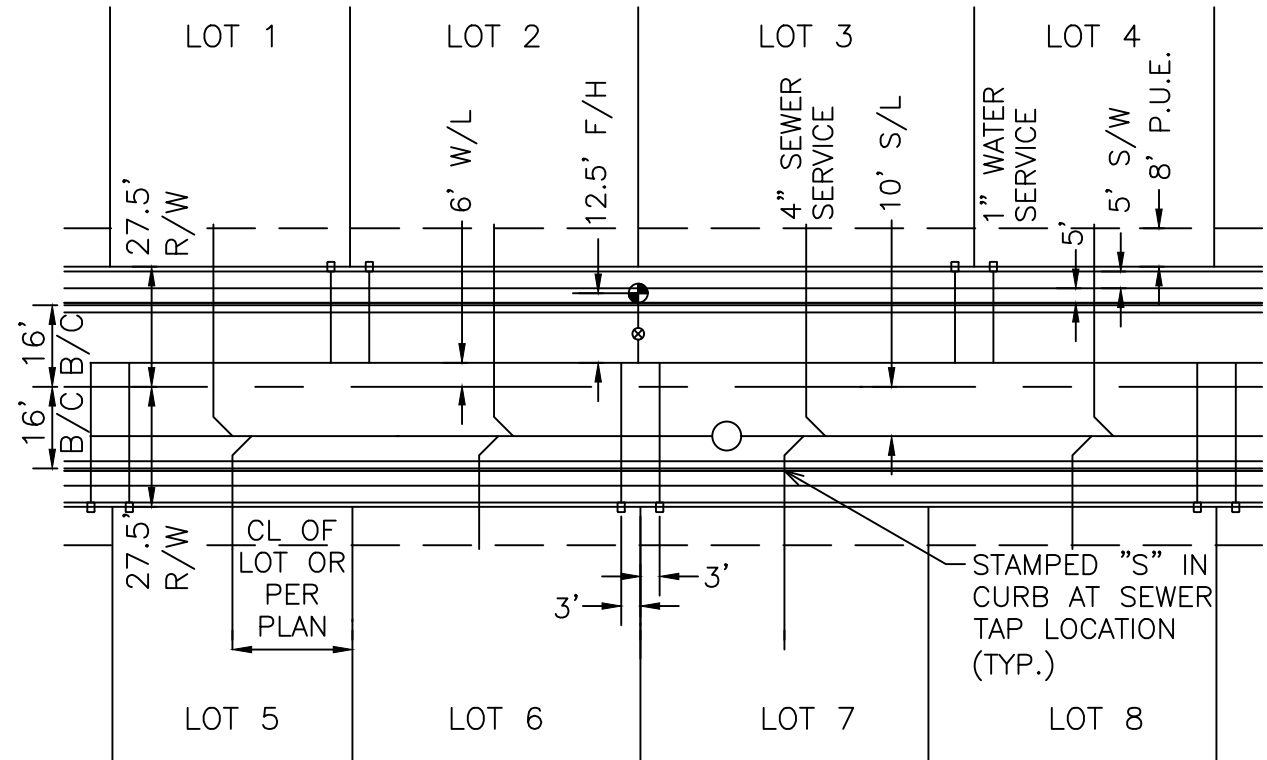
COMPANY	REPRESENTATIVE	DATE
APS - ARIZONA PUBLIC SERVICE	BEATRICE SAUCEDA	7/30/2024
LIBERTY WATER	ROVELL FOGGY	7/30/2024
COX COMMUNICATIONS	JACOB HORSMAN	7/30/2024
CENTURYLINK	DIANE MURPHY	7/30/2024
EPCOR WATER	JOE WHELAN	7/30/2024

NORTH
COPPER CANYON
PARCEL 3.0

NORTH
COPPER CANYON
PARCEL 4.0

SHEET INDEX

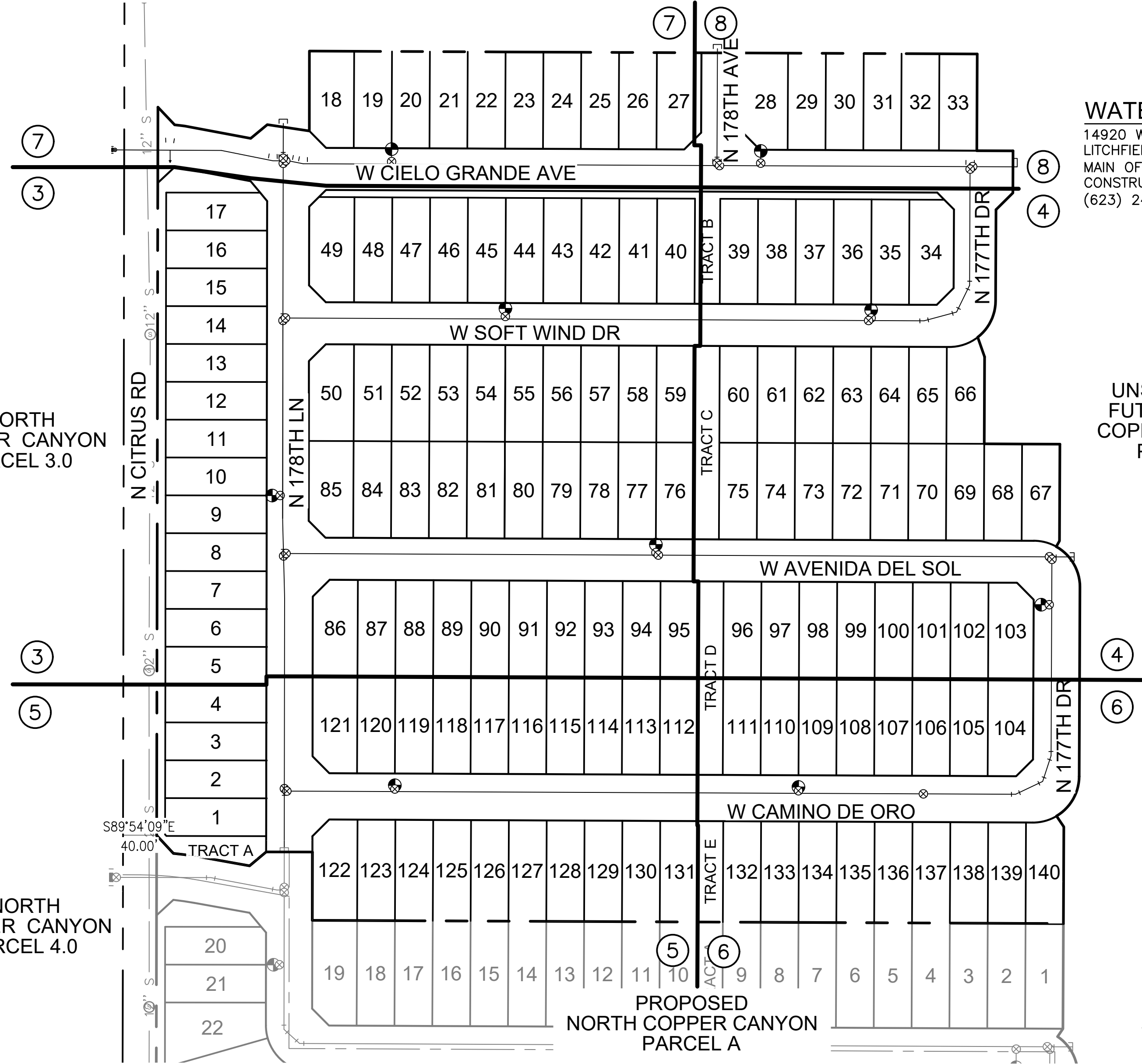
1	COVER SHEET, QUANTITIES
2	CITY, GENERAL & ENGINEERING NOTES
3-6	PLAN SHEETS
7-8	PLAN AND PROFILE



TYPICAL SERVICE LOCATIONS-55' ROW
N.T.S.

WATER PLANS FOR NORTH COPPER CANYON PARCEL 7.1

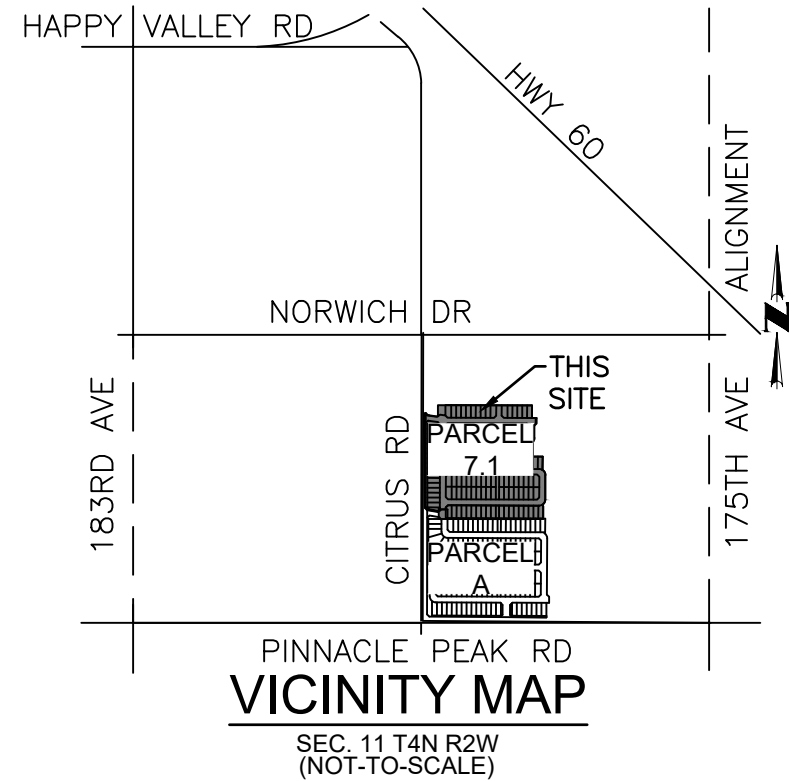
A PORTION OF LAND LOCATED IN SECTION 11, TOWNSHIP 4 NORTH,
RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



WATER COMPANY
14920 W. CAMELBACK ROAD
LITCHFIELD PARK, AZ 85340
MAIN OFFICE (844) 367-2027
CONSTRUCTION INSPECTOR:
(623) 240-2195

UNSUBDIVIDED
FUTURE NORTH
COPPER CANYON
PARCEL C

KEY MAP
N.T.S.



ENGINEER

CVL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 805-7554
CONTACT: MATT OLSEN
EMAIL: MOLSEN@CVLCI.COM

DEVELOPER

COURTLAND HOMES, INC.
4160 WEST KITTY HAWK
CHANDLER, AZ 85226
PHONE: (480) 893-7515
CONTACT: HANS KOPPENHOEFER

BASIS OF BEARING

BASIS OF BEARINGS: SOUTH 00°28'33" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST ACCORDING TO AN UNRECORDED A.L.T.A. SURVEY BY LAND SURVEY SERVICES, PLC.

BENCHMARK

PP187 -
Description: 2 ½ INCH ALUMINUM CAP, CAST: CITY OF SURPRISE
GEODETIC SURVEY LS 39593 W/ CITY LOGO. DATUM PT IS THE CEN
SUN IN THE LOGO. STATION IS LOCATED ON THE SOUTH SIDE OF
PINNACLE PEAK RD AND APPROX. 400' WEST OF 187TH AVE.
Stamping: "PP187" - "2009.87"

Elevation: 1415.48

APPROVALS

CITY OF SURPRISE SIGNATURE BLOCK

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

APPROVED _____ DATE _____
CITY OF SURPRISE ENGINEER

AS-BUILT CERTIFICATION

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

APPROVED _____ DATE _____
ENGINEER OF RECORD

REGISTRATION NO. _____

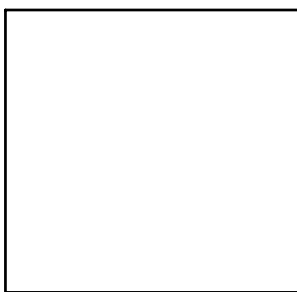
MCESD Signature Block
APPROVED _____ 10/31/2024
ENGINEER OF RECORD
REGISTRATION NO. DWR-24-00749

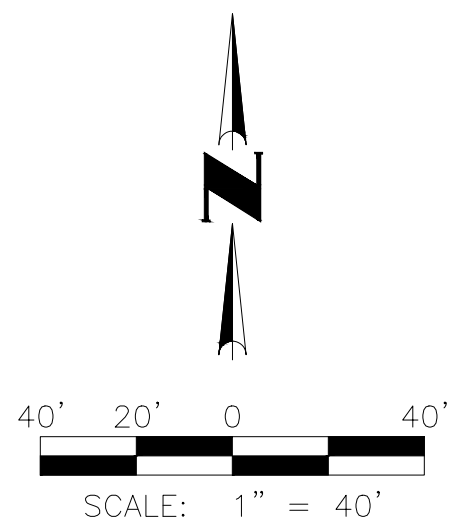
LIBERTY UTILITIES (BEARDSLEY WATER) CORP. DATE _____

WATER "AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT THE "AS-BUILT" MEASUREMENTS AS SHOWN HEREON WERE MADE UNDER MY SUPERVISION OR AS NOTED, AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND ARE IN CONFORMANCE WITH THE APPROVED CONSTRUCTION PLANS. ADDITIONALLY, I HEREBY CERTIFY THAT ALL MAINS AND SERVICES HAVE BEEN INSTALLED WITHIN THE LIMITS OF DEDICATED LIBERTY UTILITIES EASEMENTS OR INSIDE DEDICATED STREET RIGHT-OF-WAYS.

SEAL





The diagram illustrates a typical local street cross-section. It features a central travel lane with a 10' S/L (Shoulder/Lane) width. On either side of the travel lane are 16' BOC (Borrowed Outer Curb) areas. The total width of the travel lane and BOC areas is 25' R/W (Right-of-Way). The street is flanked by 8' P.U.E. (Public Utility Easement) areas. The total width of the street, including the P.U.E. areas, is 51'.

TYPICAL LOCAL STREET

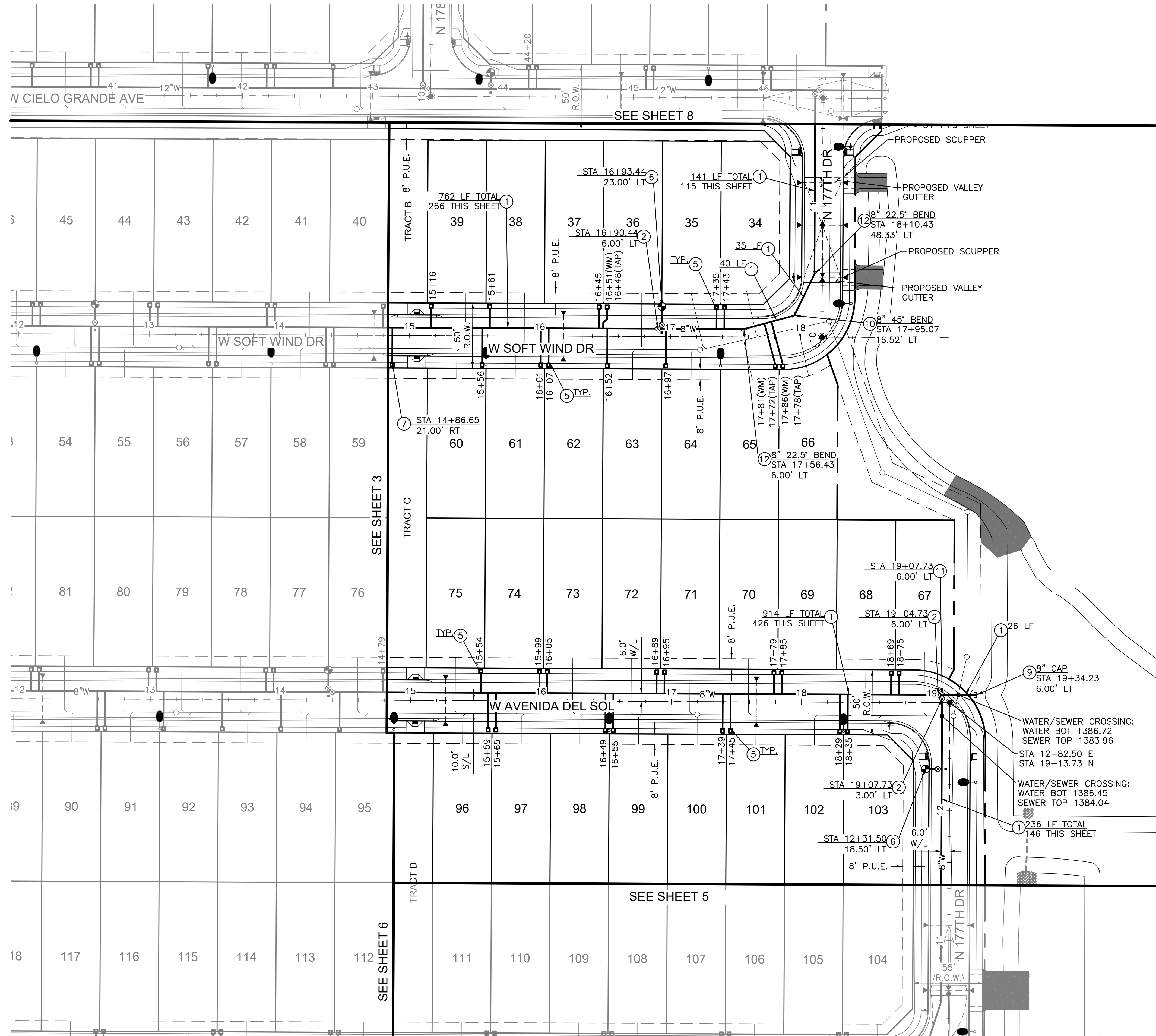
Call at least two full working days before you begin excavation.

ARIZONA 811
Arizona Blue Stake, Inc.

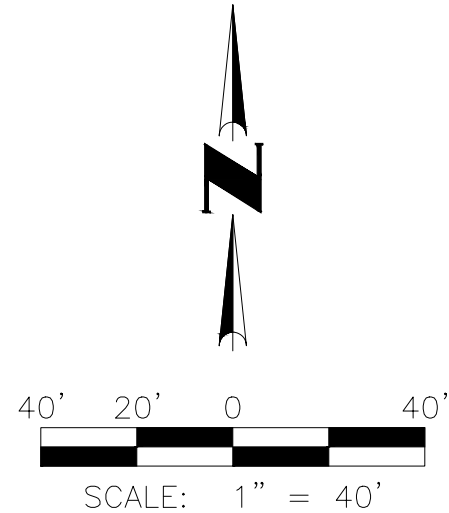
Dial 8-1-1 or 1-800-STAKE-IT (782-5318) in Maricopa County: (602) 263-1100

SHEET
3 OF 8

Page 252 of 54

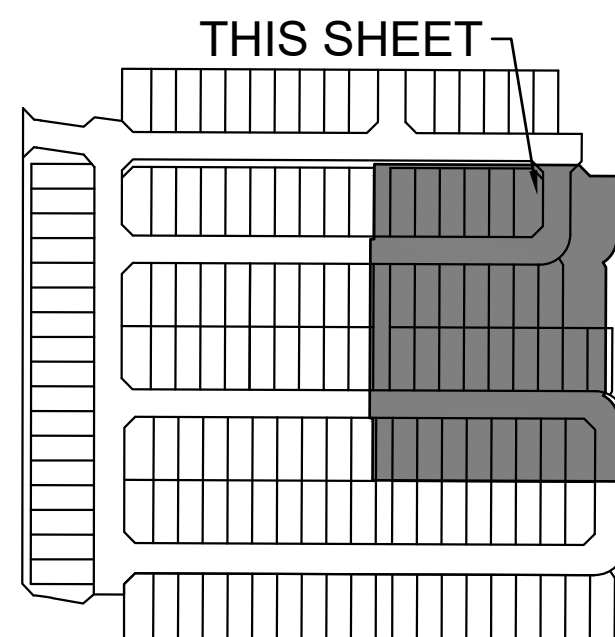


FUTURE NORTH
COPPER CANYON
PARCEL B

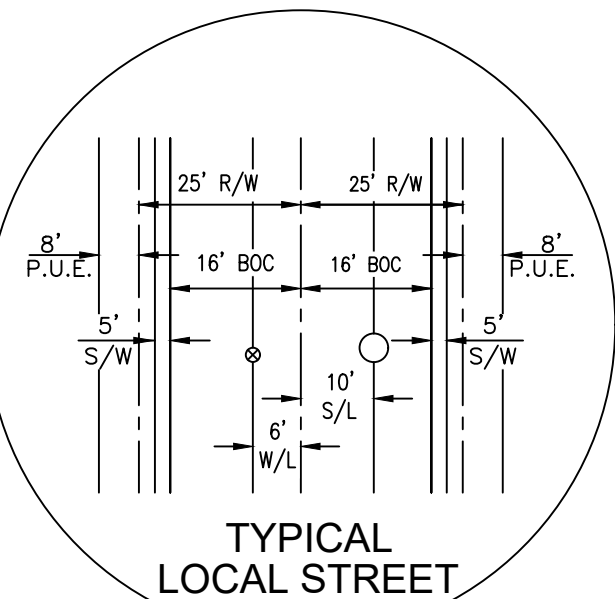


PUBLIC WATER CONSTRUCTION NOTES

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KEY MAP
(N.T.S.)



TYPICAL
LOCAL STREET



CVL CONSULTANTS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
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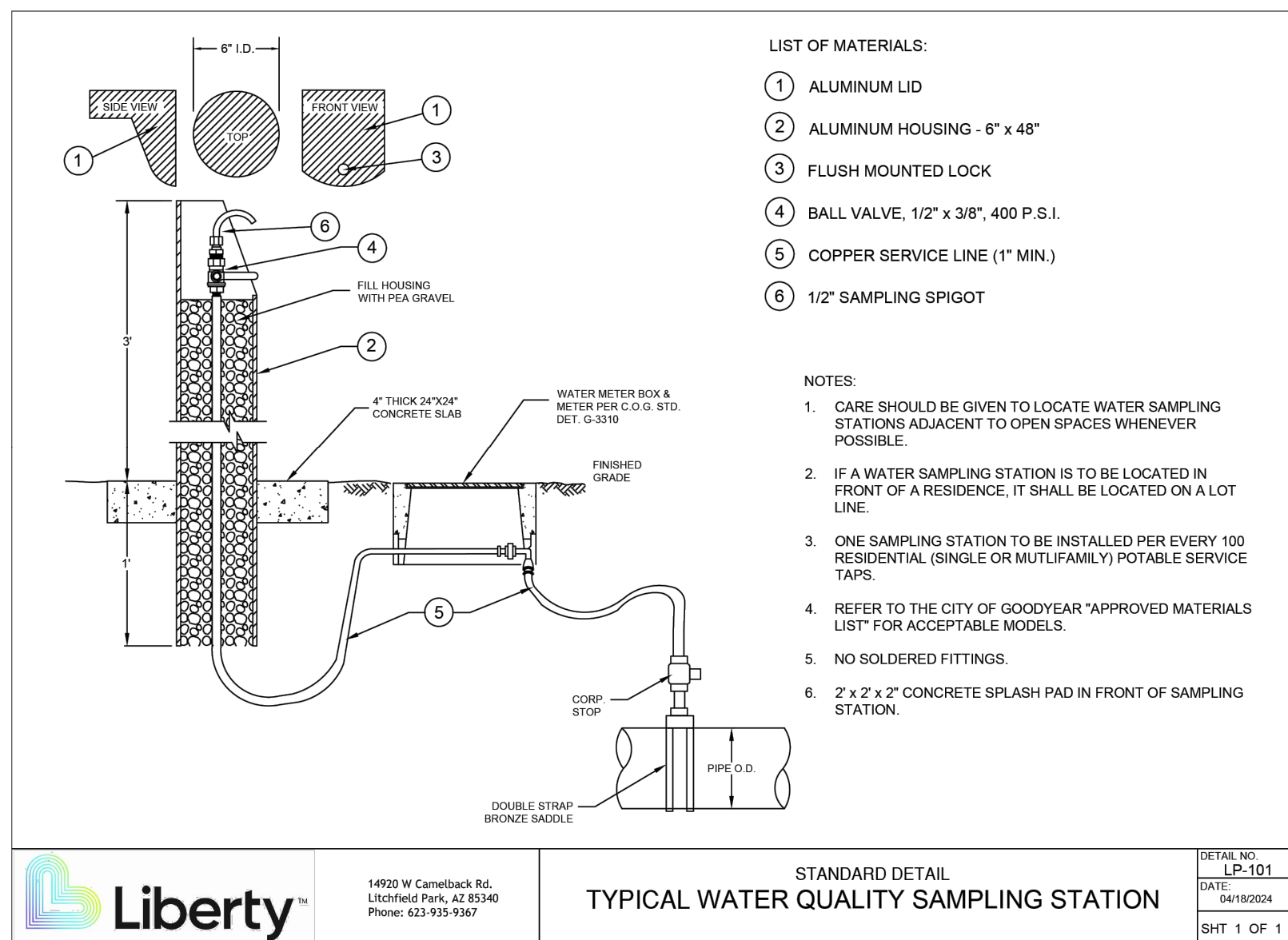
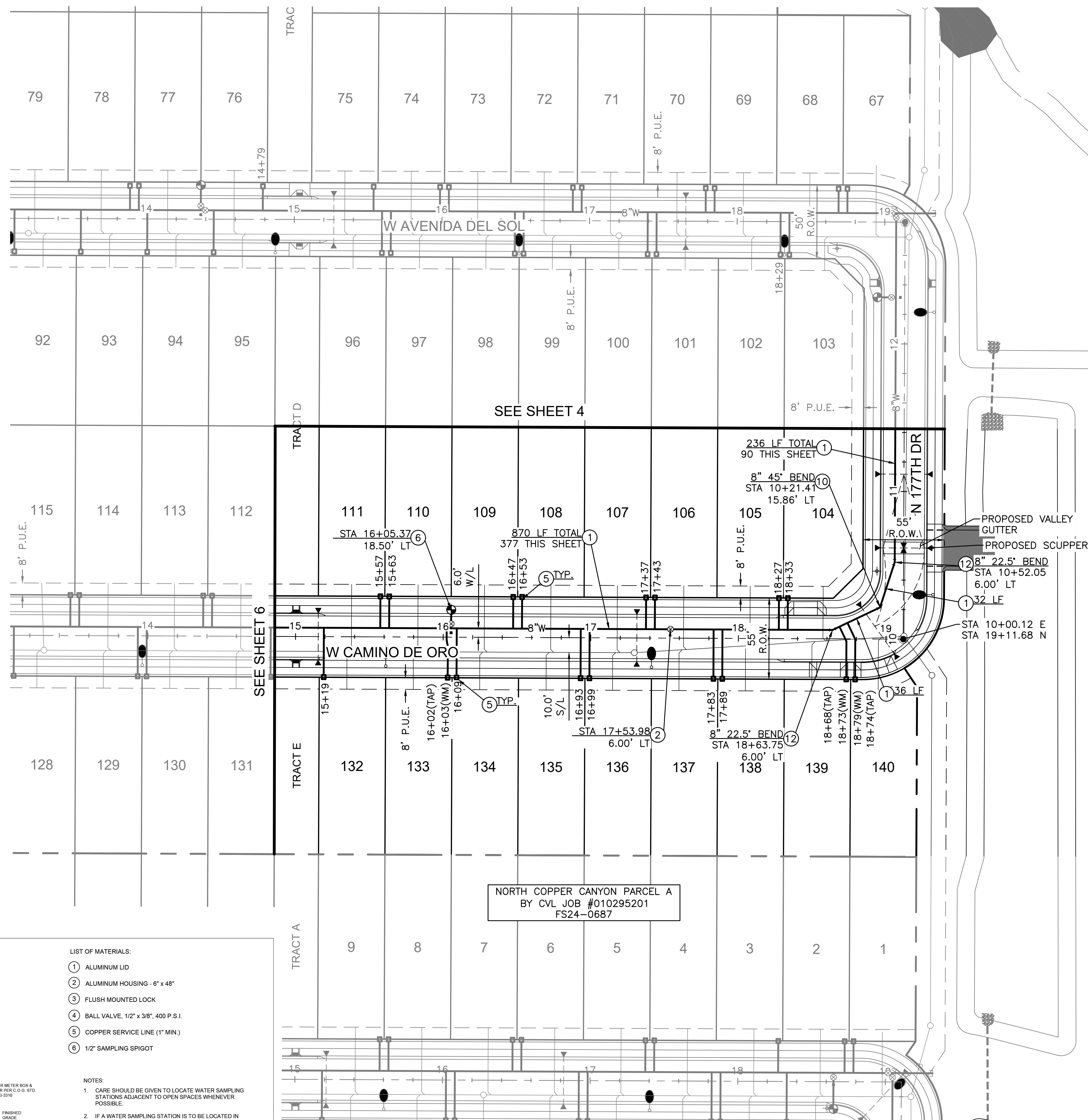
Coe & Van Loo Consultants, Inc.

WATER PLANS
NORTH COPPER CANYON
PARCEL 7.1
CITY OF SURPRISE, ARIZONA

WATER PLANS
NORTH COPPER CANYON
PARCEL 7.1
CITY OF SURPRISE, ARIZONA

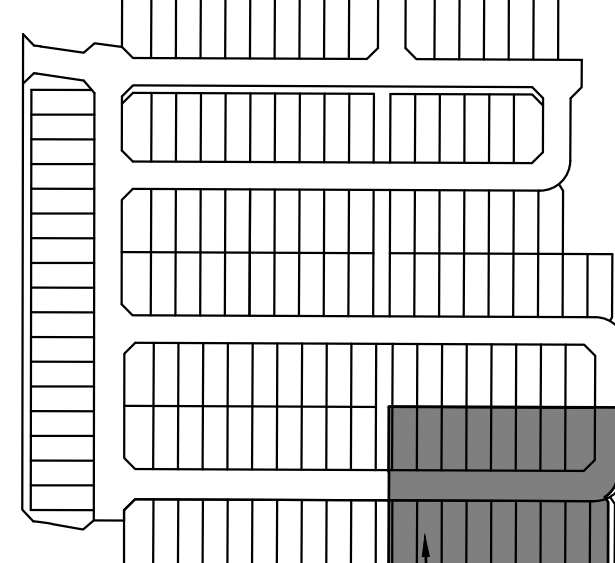
CVL Contact: M. OLSEN
CVL Project #: 1-01-0295201

PLAN SHEET
SHEET 4 OF 8

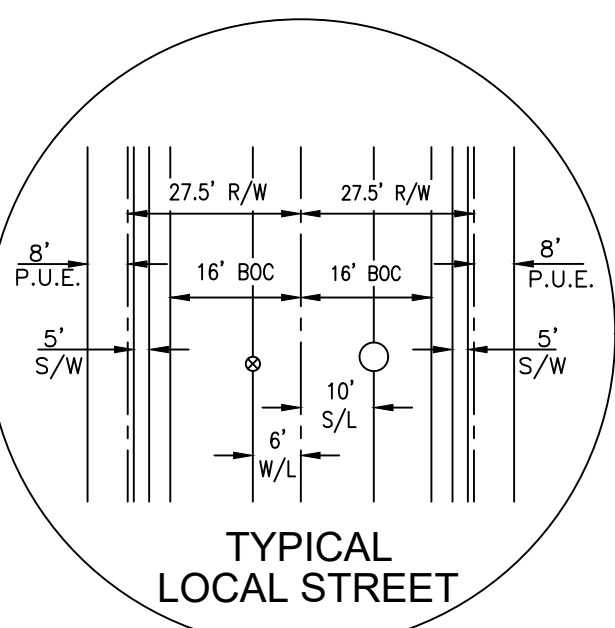


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KEY MAP
(N.T.S.)



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

ARIZONA 811
Arizona Blue Stakes, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5311)
In Maricopa County: (602) 263-1100

REVISION DATE

no.

WATER PLANS

NORTH COPPER CANYON

PARCEL 7.1

CITY OF SURPRISE, ARIZONA



CVL Contact: M.OLSEN
CVL Project #: 1-01-0295201

PLAN SHEET

SHEET
5 OF 8



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

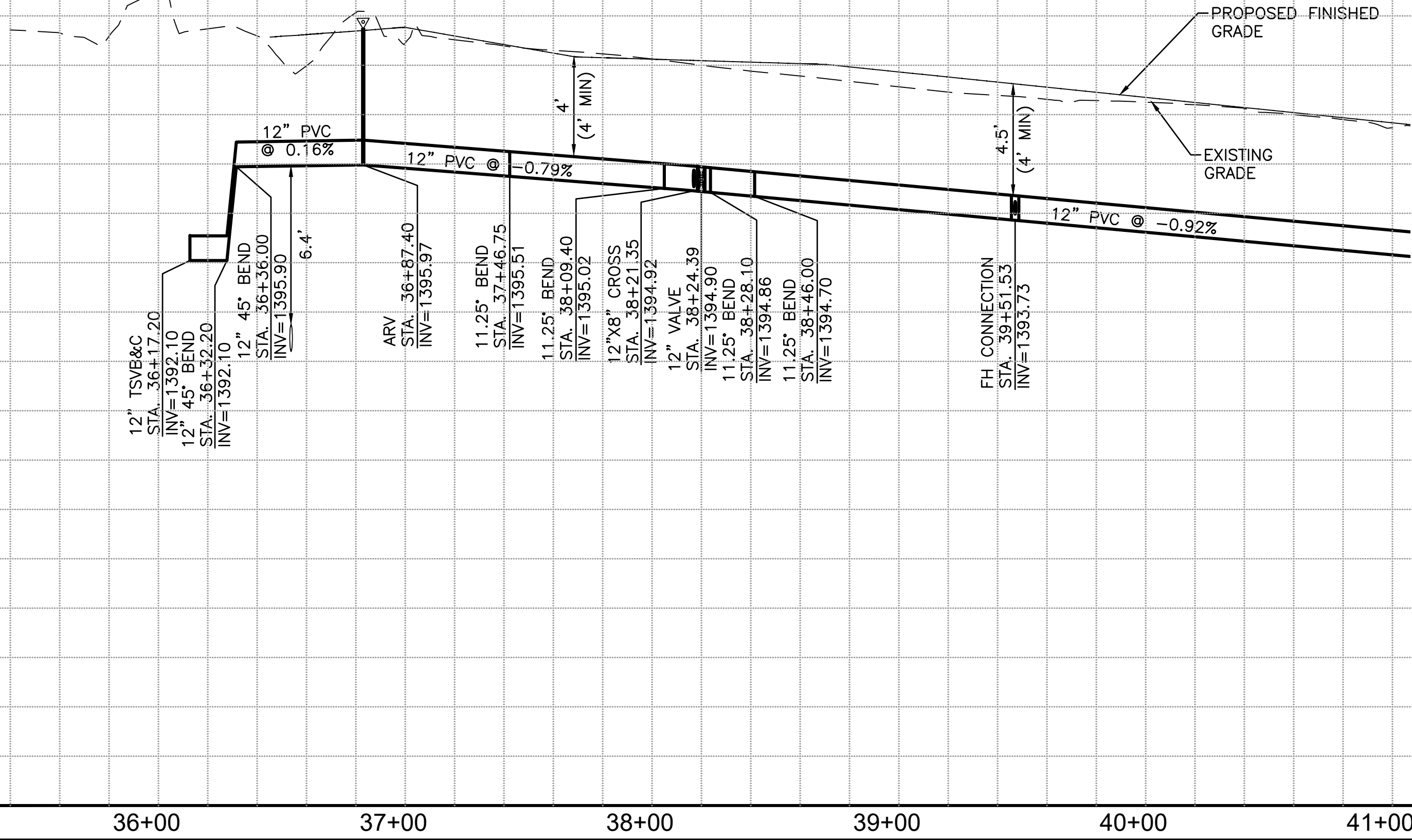
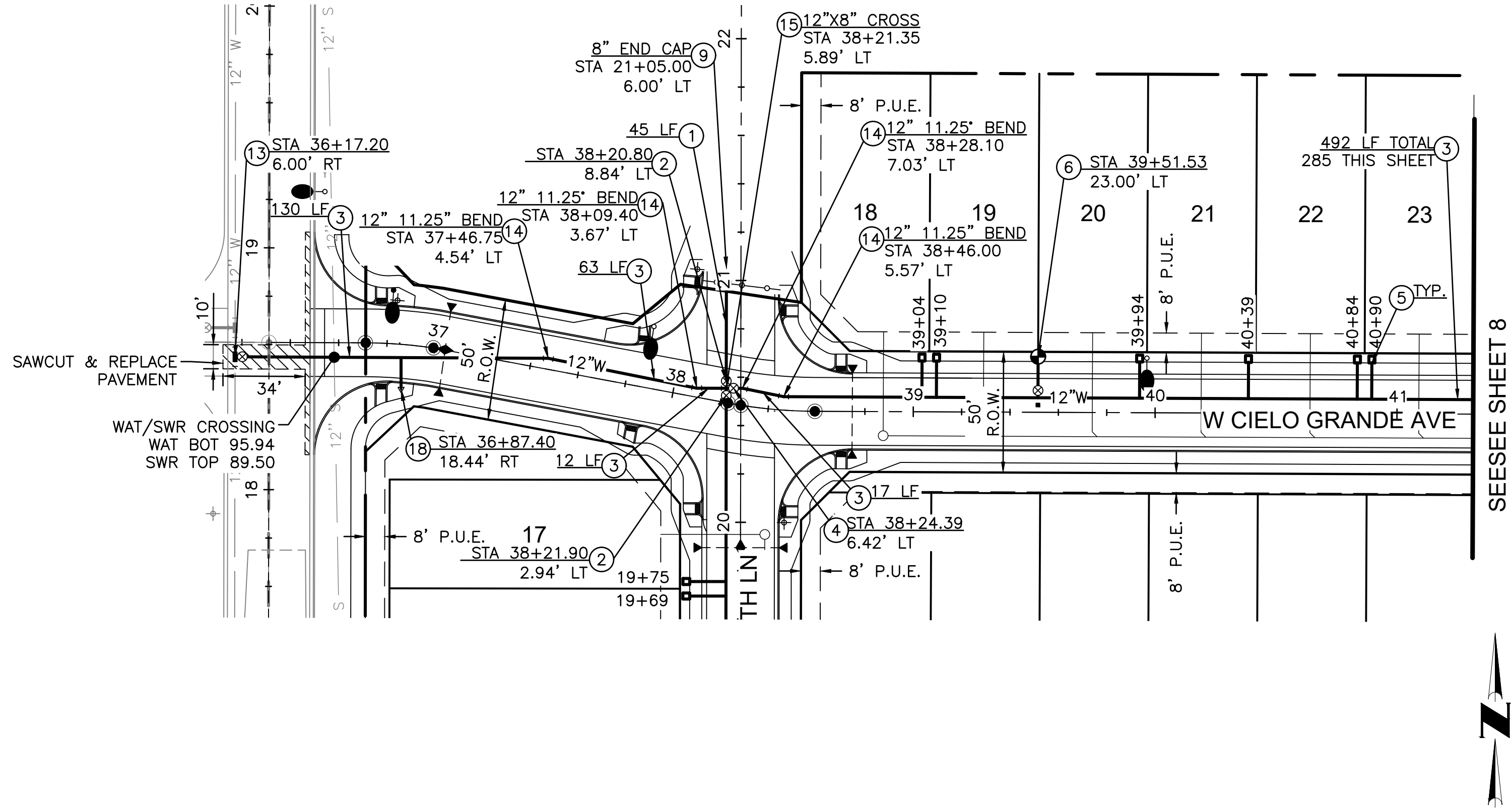
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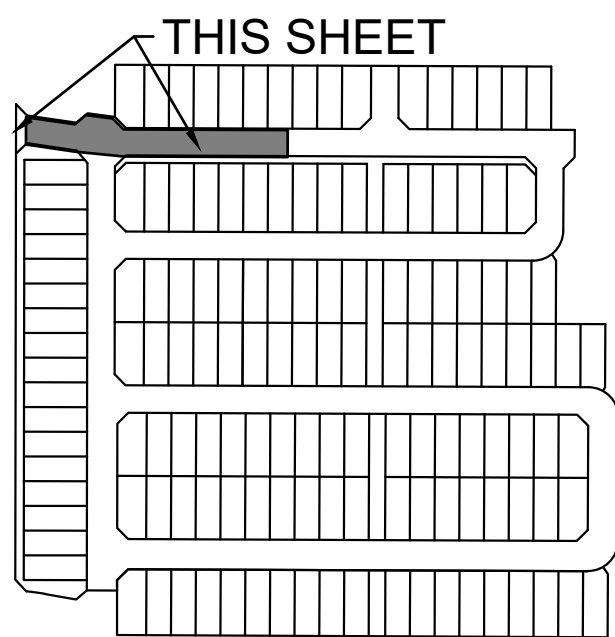
SHEET
6 OF 8

CITY PROJECT ES24-0823

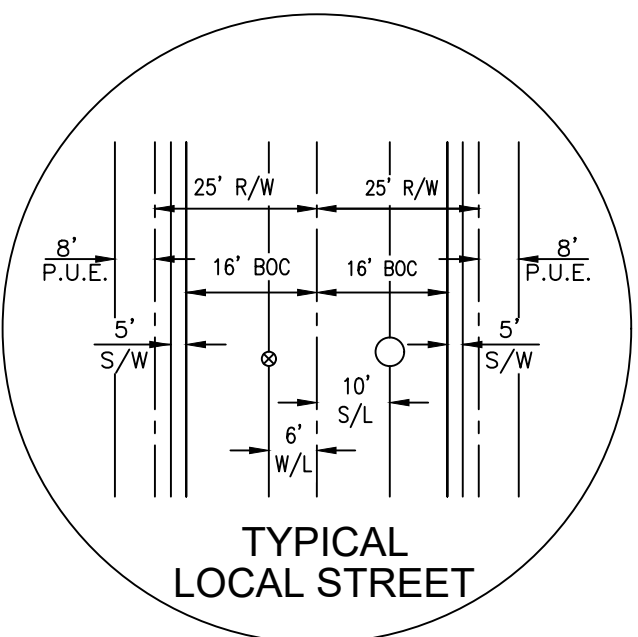


PUBLIC WATER CONSTRUCTION NOTES

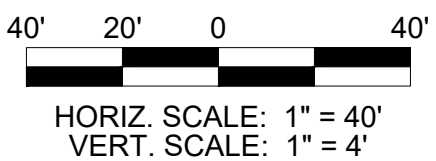
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16. INSTALL 12"x8" TEE, THRUST BLOCKS PER MAG DETAIL 380 AND INSTALL MEGALUG OR STAR PIPE PRODUCTS "STAR GRIP" RESTRAINED JOINTS PER MAG DETAIL 303-1 AND 303-2.
17. INSTALL 12" TAPPED PLUG/CAP AND CURB STOP WITH FLUSHING PIPE PER M.A.G. STD. DTL. 390, TYPE 'B'.
18. INSTALL APCO ARV OR APPROVED EQUAL ABOVE GROUND VANDAL ENCLOSURE TO BE GS-1 GUARDSHAK.



KEY MAP (N.T.S.)



TYPICAL LOCAL STREET



WATER PLANS

NORTH COPPER CANYON

PARCEL 7.1

CITY OF SURPRISE, ARIZONA

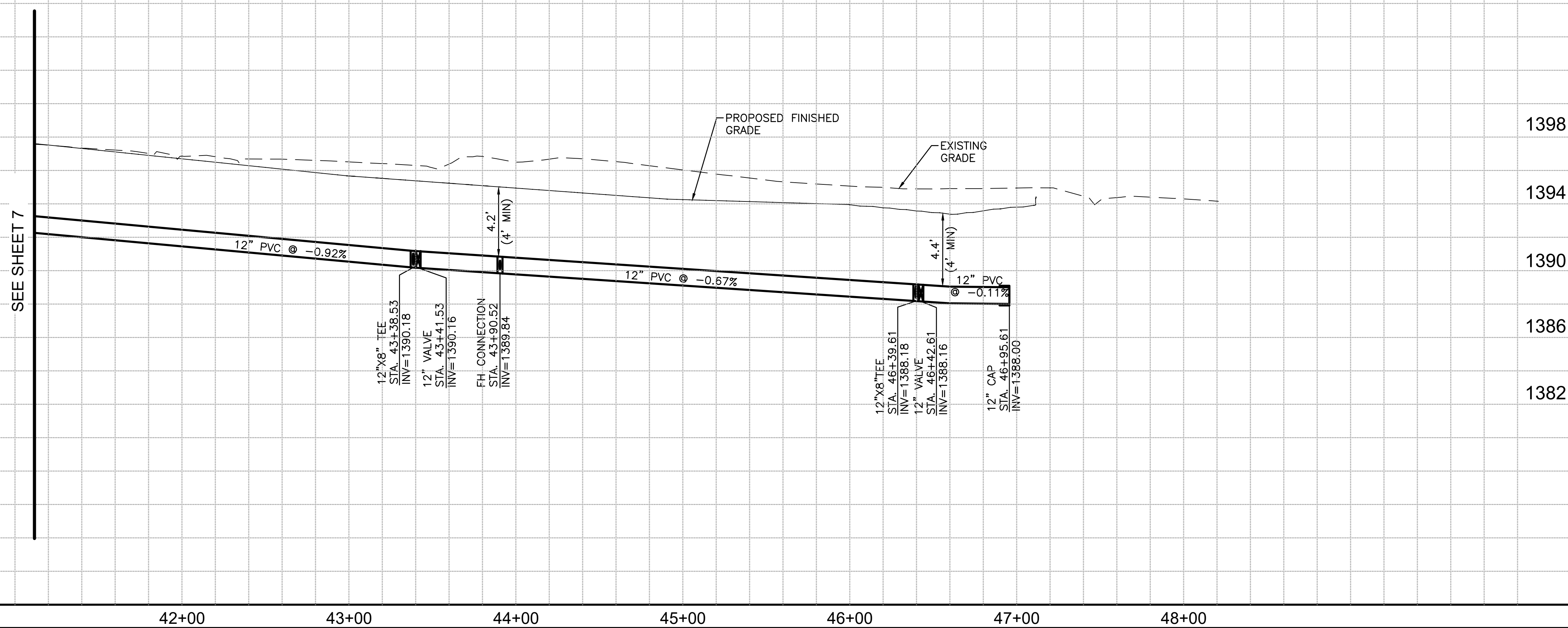
CVL Contact: M. OLSEN
CVL Project #: 1-01-0295201

PLAN & PROFILE

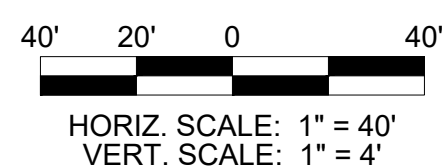
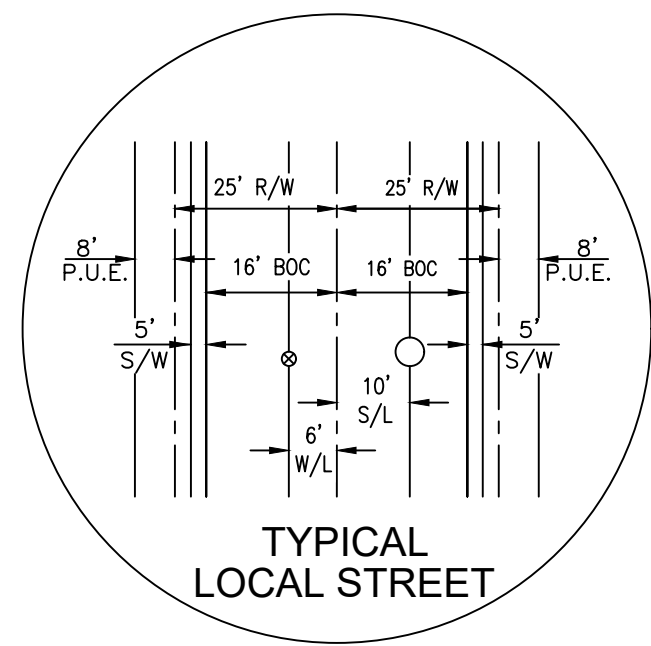
SHEET
7 OF 8



W CIELO GRANDE AVE



- (7) INSTALL WATER SAMPLING STATION. SEE SHEET 5 FOR LIBERTY'S DETAIL.
- (8) REMOVE PLUG & CONNECT TO EXISTING WATERLINE. STUB EXACT LOCATION UNKNOWN. CONTRACTOR TO VERIFY LOCATION IN FIELD PRIOR TO START OF CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES.
- (9) INSTALL 8" TAPPED PLUG/CAP AND CURB STOP WITH FLUSHING PIPE PER M.A.G. STD. DTL. 390, TYPE "B".
- (10) INSTALL 8" 45' BEND, THRUST BLOCKS PER MAG DETAIL 380 AND INSTALL MEGALUG OR STAR PIPE PRODUCTS "STAR GRIP" RESTRAINED JOINTS PER MAG DETAIL 303-1 AND 303-2.
- (11) INSTALL 8" TEE, THRUST BLOCKS PER MAG DETAIL 380 AND INSTALL MEGALUG OR STAR PIPE PRODUCTS "STAR GRIP" RESTRAINED JOINTS PER MAG DETAIL 303-1 AND 303-2.
- (12) INSTALL 8" 22.50' BEND, THRUST BLOCKS PER MAG DETAIL 380 AND INSTALL MEGALUG OR STAR PIPE PRODUCTS "STAR GRIP" RESTRAINED JOINTS PER MAG DETAIL 303-1 AND 303-2.
- (13) INSTALL 12" TSV&BC PER M.A.G. STD. DTL. 340 & 391-1, TYPE C. CONTRACTOR TO VERIFY LOCATION & ELEVATION OF EXISTING WATER LINE PRIOR TO CONSTRUCTION.
- (14) INSTALL 12" 11.25' BEND, THRUST BLOCKS PER MAG DETAIL 380 AND INSTALL MEGALUG OR STAR PIPE PRODUCTS "STAR GRIP" RESTRAINED JOINTS PER MAG DETAIL 303-1 AND 303-2.
- (15) INSTALL 12"x8" CROSS, THRUST BLOCKS PER MAG DETAIL 380 AND INSTALL MEGALUG OR STAR PIPE PRODUCTS "STAR GRIP" RESTRAINED JOINTS PER MAG DETAIL 303-1 AND 303-2.
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- (18) INSTALL APVC ARV OR APPROVED EQUAL, ABOVE GROUND VANDAL ENCLOSURE TO BE GS-1 GUARDSHAK.



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

ARIZONA 811
Arizona Blue Stake, Inc.

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

NO.	REVISION	DATE
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WATER PLANS

NORTH COPPER CANYON

PARCEL 7.1



CVL Contact: M.OLSEN
CVL Project #: 1-01-0295201

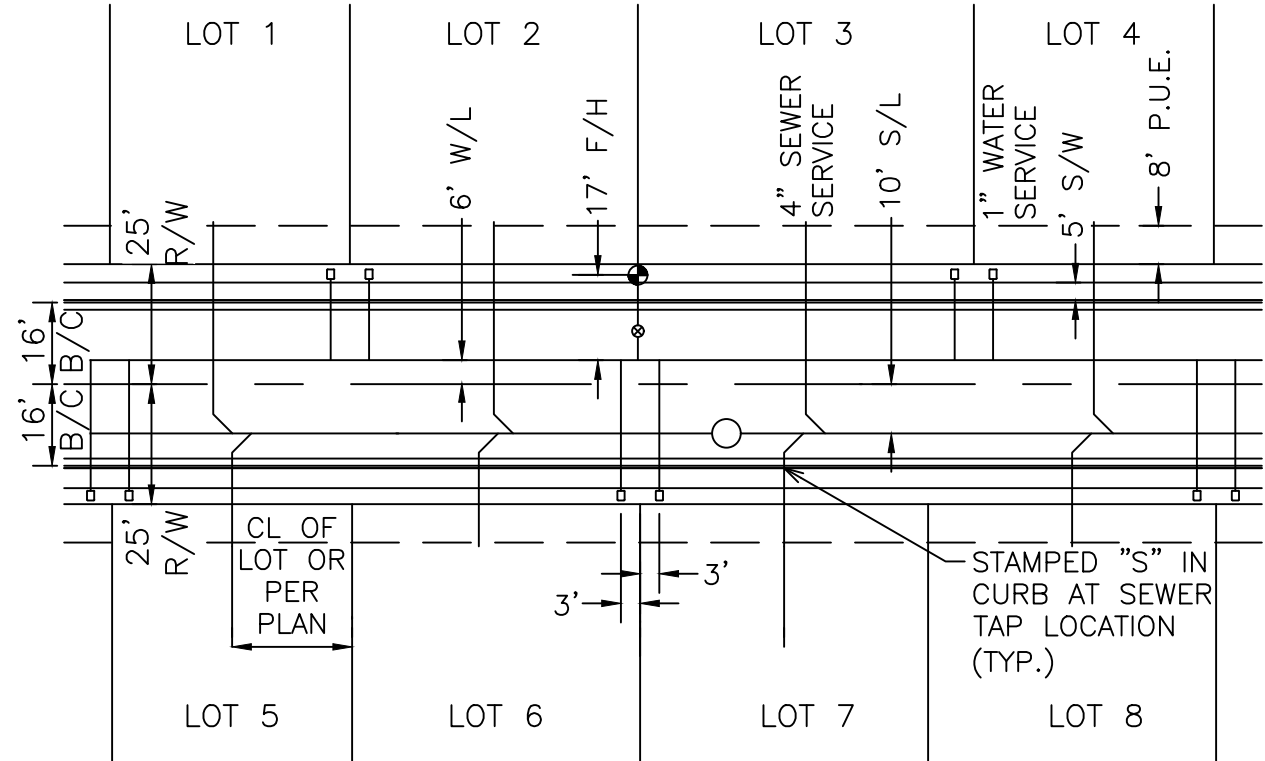
PLAN & PROFILE

SHEET
8 OF 8

CITY PROJECT ES24-0823

LEGEND

B/C	BACK OF CURB	PT	POINT OF TANGENCY
BGN	BEGIN	PL	PROPERTY LINE
BTM	BOTTOM OF BASIN	R/W	RIGHT-OF-WAY
BRW	BOTTOM RETAINING WALL	SW	SIDEWALK
C	CONCRETE	S.W.E.	SIDEWALK EASEMENT
CL	CENTERLINE	TC	TOP OF CURB
D/W	DRIVEWAY	TF	TOP OF FOOTING
ESMT.	EASEMENT	TOF	TOP OF FENCE
EP	EDGE OF PAVEMENT	TRANS	TRANSITION
EX.	EXISTING	TRW	TOP OF RETAINING WALL
F/C	FACE OF CURB	TW	TOP OF WALL
FF	FINISHED FLOOR	Vreq	VOLUME REQUIRED
FG	FINISHED GRADE	Vpro	VOLUME PROVIDED
FL	FLOW LINE		
GB	GRADE BREAK	▲	GRADE BREAK
G	GUTTER	●	PROPOSED FIRE HYDRANT
HWE	HIGH WATER ELEVATION	—	PROPOSED WATERLINE AND VALVE
HP	HIGH POINT	⊕	EX. FIRE HYDRANT
INT	INTERSECTION	—	EX. WATERLINE AND VALVE
INV	INVERT ELEVATION	—	PROPOSED SEWER LINE AND MANHOLE
LP	LOW POINT	⊙	EX. SEWER LINE AND MANHOLE
LF	LINEAL FEET	⌒	CATCH BASIN
MH	MANHOLE	⊙	STORM DRAIN LINE AND MANHOLE
NG	NATURAL GROUND	⌒	EXISTING STREET LIGHT
P	PAVEMENT	⌒	STREET LIGHT
P.U.E.	PUBLIC UTILITY EASEMENT	⌒	STREET SIGN
PC	POINT OF CURVATURE	⊙	SURVEY MONUMENT
PRC	POINT OF REVERSE CURVE	⊙	SHEET NUMBER



TYPICAL SERVICE LOCATIONS-50' ROW
N.T.S.

INSTALL 4" SEWER SERVICE PER M.A.G. STANDARD DETAIL 440-1, 440-4 & C.O.S. DETAIL 7-03 (SCH 40 PVC) 1' FROM BACK OF P.U.E. TYPICAL ALL LOTS (M.A.G. STD. DET. 404-4 STAMPED S IN CURB AT SEWER TAP LOCATIONS)

INSTALL 1" WATER SERVICE TO BE INSTALLED WITHIN RIGHT-OF-WAY AND BACK OF SIDEWALK PER CITY OF SURPRISE.

FLOOD ZONE INFORMATION

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD X (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO 04013C1205L WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013. FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

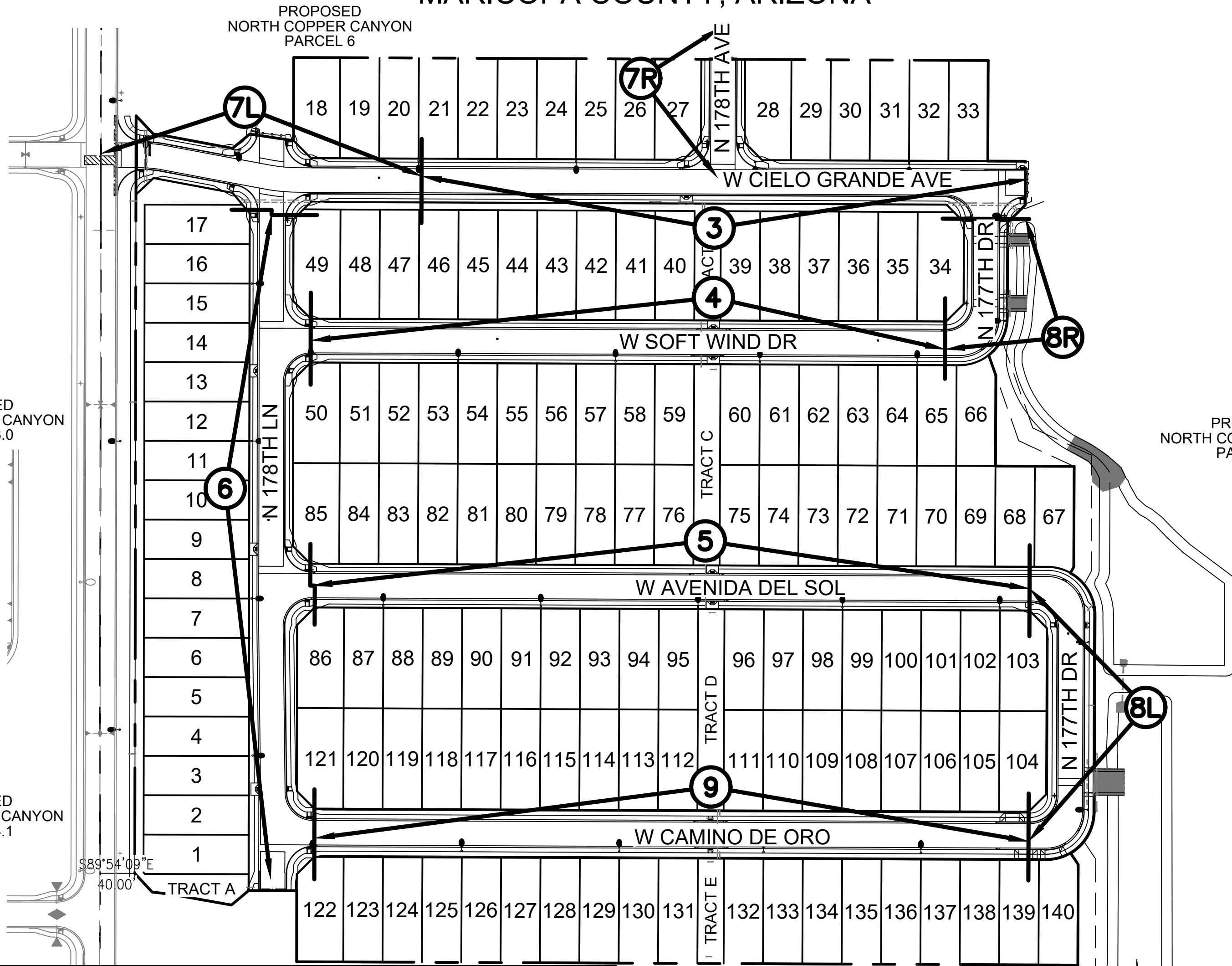
UTILITY NOTIFICATION

THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES AND THE WORK CONTAINED IN THESE PLANS HAS BEEN APPROVED BY THESE COMPANIES WITHIN THEIR AREA OF INTEREST, THE SIZE, AND LOCATIONS, AS SHOWN, OF THE GAS, TELEPHONE, AND POWER LINES, AND CONNECTIONS AGREE WITH THE INFORMATION CONTAINED IN THE UTILITY COMPANY'S RECORDS. WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES, THE CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL PROVISIONS AND/OR AS OTHERWISE NOTED ON THESE PLANS. CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.

COMPANY	REPRESENTATIVE	DATE
APS - ARIZONA PUBLIC SERVICE	BEATRICE SAUCEDA	7/30/2024
LIBERTY WATER	ROVELL FOGGY	7/30/2024
COX COMMUNICATIONS	JACOB HORSMAN	7/30/2024
CENTURYLINK	DIANE MURPHY	7/30/2024
EPCOR WATER	JOE WHELAN	7/30/2024

PAVING PLANS FOR
NORTH COPPER CANYON
PARCEL 7.1

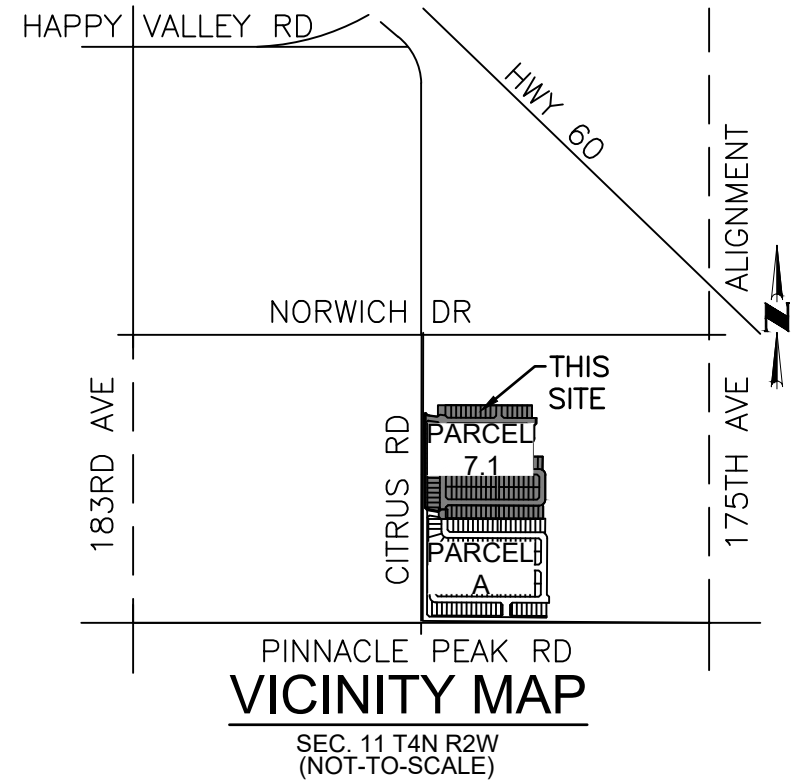
A PORTION OF LAND LOCATED IN SECTION 11, TOWNSHIP 4 NORTH,
RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA



ESTIMATED PAVING QUANTITIES		UNIT	QTY
3" MIN AC OVER 8" ABC - PAVEMENT		SY	15586
6" VERTICAL CURB & GUTTER PER M.A.G. STD. DTL. 220, TYPE A		LF	3631
4" ROLL CURB & GUTTER PER M.A.G. STD. DTL. 220-1, TYPE C		LF	6004
5' CURB TRANSITION PER M.A.G. STD. DTL. 221		EA	30
5' SIDEWALK M.A.G. STD. DTL. 230		SF	48272
6' SIDEWALK M.A.G. STD. DTL. 230		SF	4787
SURVEY MARKER PER M.A.G. STD. DTL. 120 TYPE B		EA	17
6' VALLEY GUTTER WITH APRONS PER M.A.G. STD. DTL. 240		SF	3120
8' CONCRETE MIDBLOCK VALLEY GUTTER PER M.A.G. STD. DTL. 240		SF	1736
MODIFIED PERPENDICULAR RAMP WITH NO BACK CURB FOR SIDEWALK PER DETAIL ON SHEET 2		EA	3
SIDEWALK RAMP PER DETAIL ON SHEET 2		EA	26
PERPENDICULAR RAMP PER M.A.G. STD. DTL. 238-1		EA	6
PERPENDICULAR RAMP W/4" CUBR PER M.A.G. STD. DTL. 238-4		EA	3
MANHOLE ADJUSTMENT PER M.A.G. STD. DTL. 422		EA	17
WATER VALVE ADJUSTMENT PER M.A.G. STD. DTL. 391-1, TYPE A		EA	27
STREET SIGN BASE		EA	11
REFLECTIVE BLUE PAVEMENT MARKER FOR FIRE HYDRANT		EA	9
BARRICADE PER M.A.G. STD. DTL. 130		LF	96
16' DRIVEWAY PER M.A.G. STD. DTL. 250-1		EA	3
MOUNTABLE CURB		LF	60
CURB TRANSITION PER M.A.G. STD. DET. 220-2		EA	6

THE QUANTITIES SHOWN ARE AN ESTIMATE ONLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES BEFORE BIDDING.

ESTIMATED STORM QUANTITIES	UNIT	QTY
SCUPPER PER M.A.G. STD. DTL. 206	EA	3



ENGINEER

CVL CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 805-7554
CONTACT: MATT OLSEN
EMAIL: MOLSEN@CVLCI.COM

DEVELOPER

COURTLAND HOMES, INC.
4160 WEST KITTY HAWK
CHANDLER, AZ 85226
PHONE: (480) 893-7515
CONTACT: HANS KOPPENHOEFER

BASIS OF BEARING

BASIS OF BEARINGS: SOUTH 00°28'33" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST ACCORDING TO AN UNRECORDED A.L.T.A. SURVEY BY LAND SURVEY SERVICES, PLC.

BENCHMARK

PP187 -
Description: 2 1/2 INCH ALUMINUM CAP, CAST: CITY OF SURPRISE GEODETIC SURVEY LS 39593 W/ CITY LOGO. DATUM PT IS THE CEN SUN IN THE LOGO. STATION IS LOCATED ON THE SOUTH SIDE OF PINNACLE PEAK RD AND APPROX. 400' WEST OF 187TH AVE.
Stamping: "PP187"- "2009.87"

Elevation: 1415.48

APPROVALS

CITY OF SURPRISE SIGNATURE BLOCK

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

APPROVED
CITY OF SURPRISE ENGINEER
DATE

AS-BUILT CERTIFICATION

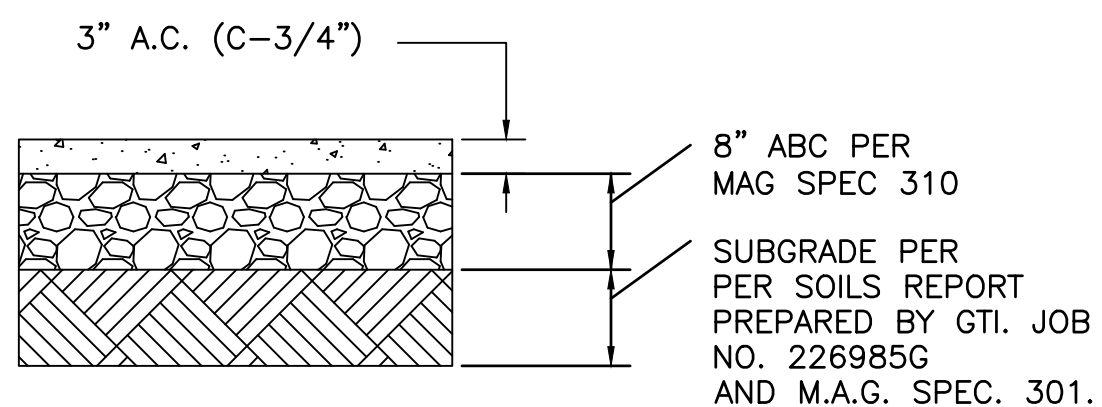
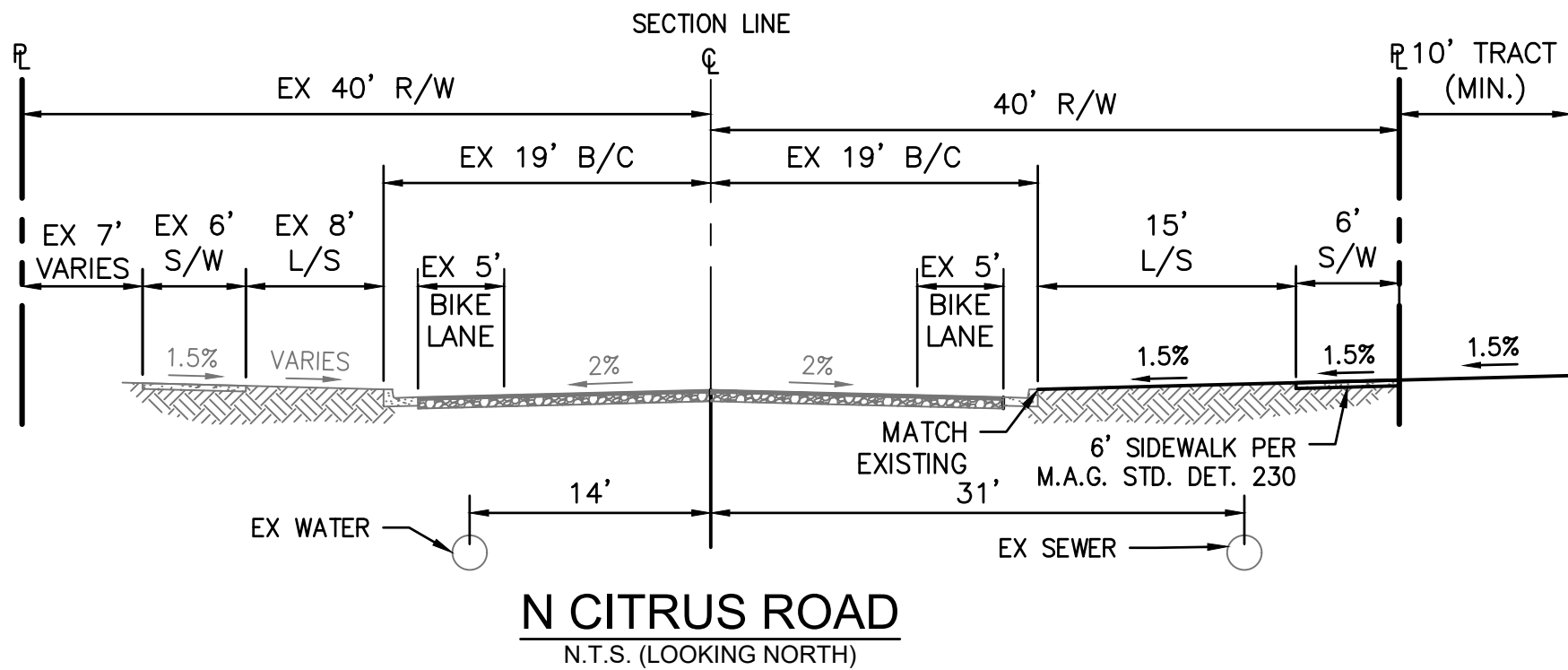
I CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPROVED
ENGINEER OF RECORD
DATE

REGISTRATION NO.

SHEET INDEX

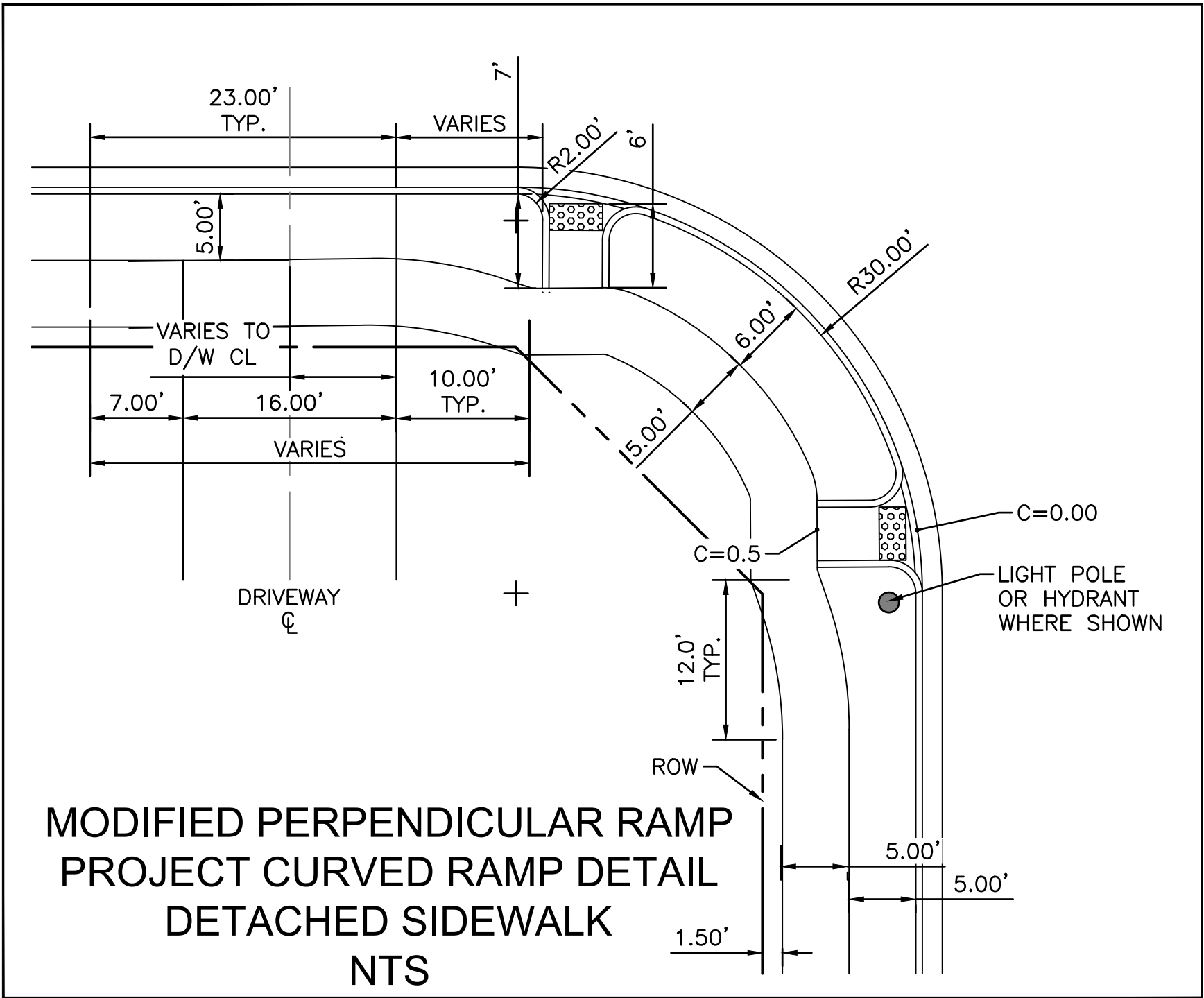
- 1 COVER SHEET, QUANTITIES
- 2 GENERAL & ENGINEERING NOTES
- 3-9 PAVING PLAN & PROFILES



LOCAL STREET PAVEMENT SECTION
N.T.S.

CITY OF SURPRISE GENERAL NOTES

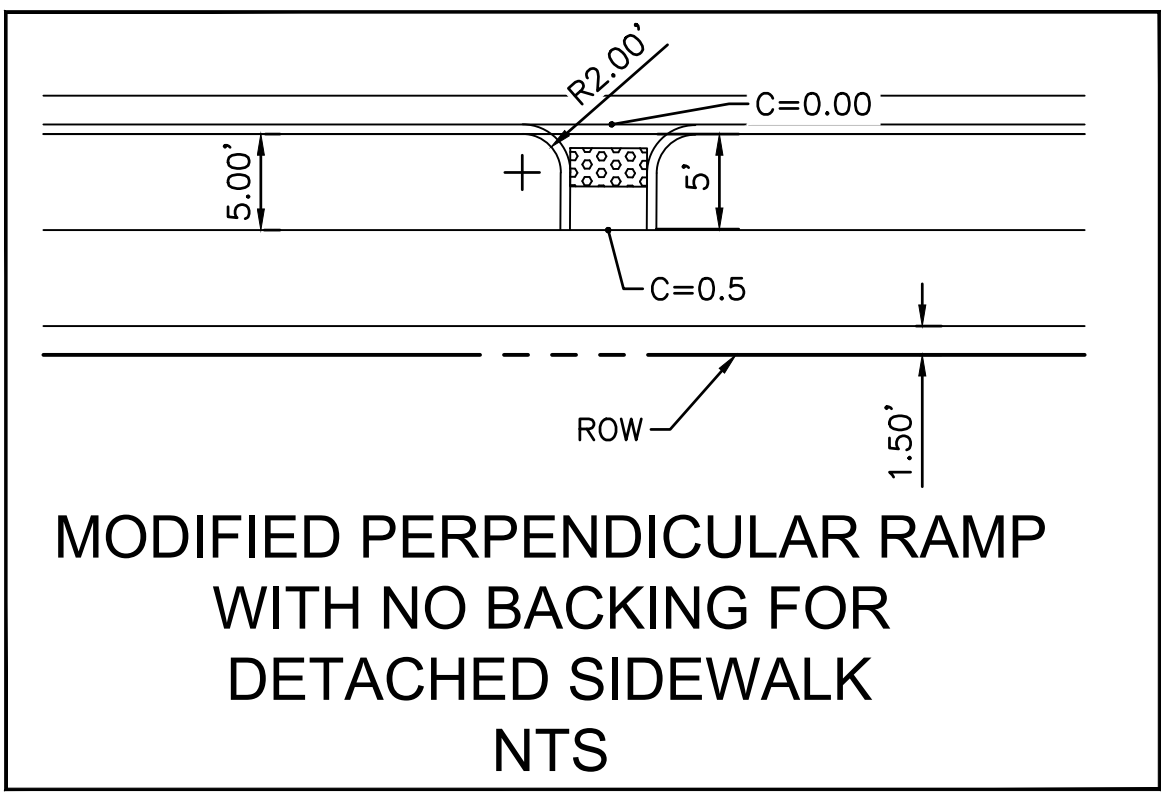
1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
5. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIATION FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
6. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
7. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
8. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
9. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
10. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-7000.
11. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
12. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
13. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
14. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.



CITY OF SURPRISE GENERAL PAVING NOTES

1. THE ACTUAL POINT OF PAVEMENT MATCHING AND/OR TERMINATION, SHALL BE DETERMINED IN THE FIELD BY A CITY OF SURPRISE FIELD INSPECTOR.
2. ALL FRAMES, COVERS, VALVE BOXES, AND MANHOLE COVERS SHALL BE ADJUSTED TO FINISH GRADE AFTER COMPLETION OF PAVING OR RELATED CONSTRUCTION.
3. CONSTRUCTION OF SURFACE IMPROVEMENTS SHALL NOT BEGIN UNTIL CONFLICTING UNDERGROUND UTILITY CONSTRUCTION IS COMPLETED AND SERVICE CONNECTIONS TO ALL PLATTED LOTS HAVE BEEN ADEQUATELY EXTENDED TO THE RIGHT-OF-WAY OR PUBLIC UTILITY EASEMENT.
4. THE PERMITTEE SHALL ARRANGE FOR THE RELOCATION COSTS OF ALL UTILITIES, INCLUDING ANY STREET LIGHTS, AND SUBMIT A UTILITY RELOCATION SCHEDULE PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT.
5. TREES AND SHRUBBERY IN THE RIGHT-OF-WAY THAT CONFLICT WITH PROPOSED IMPROVEMENTS SHALL NOT BE REMOVED WITHOUT APPROVAL FROM THE CITY. THE PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING AUTHORIZATION FROM CITY OF SURPRISE COMMUNITY DEVELOPMENT AT 623-222-3000 TO REMOVE AND/OR RELOCATE SAID TREES AND SHRUBBERY.
6. DAMAGED AND/OR DISPLACED CONCRETE CURB, GUTTER, SIDEWALK, OR DRIVEWAY SLAB THAT IS WITHIN THE RIGHT-OF-WAY SHALL BE REPAIRED OR REPLACED BEFORE FINAL ACCEPTANCE OF THE WORK.
7. GRADING BETWEEN BACK OF CURB AND PROPERTY LINE SHALL BE LIMITED TO 4:1 SLOPE. PROTECT SLOPES FROM EROSION AND/OR TRANSPORTING SILT ONTO STREETS OR ADJACENT PRIVATE PROPERTY.
8. ALL FIRE HYDRANTS SHALL HAVE A TWO-WAY BLUE REFLECTOR INSTALLED PER MAG STANDARD DETAIL 122.
9. STREET SIGNS SHALL BE FURNISHED AND INSTALLED BY THE DEVELOPER AT THE LOCATIONS SHOWN ON THE SIGNAGE, STRIPING, OR PAVING PLAN. ALL STREET SIGNS SHALL BE INSTALLED PER CITY OF SURPRISE STREET SIGN AND STREET SIGN BASE DETAIL 4-22.
10. ASPHALT MIX DESIGN SHALL BE SUBMITTED TO THE CITY OF SURPRISE ENGINEERING DEVELOPMENT SERVICES DIVISION PRIOR TO THE PLACEMENT OF ANY ASPHALT.

B/C CURVE TABLE				
NO.	RADIUS	DELTA	LENGTH	TANGENT
BC1	30.00'	079°29'12"	41.62'	24.94
BC2	184.00'	004°32'32"	14.59'	7.30
BC3	30.00'	093°35'50"	49.01'	31.95
BC4	30.00'	087°44'56"	45.95'	28.84
BC5	216.00'	006°04'15"	22.89'	11.45
BC6	30.00'	100°30'48"	52.63'	36.08
BC7	30.00'	089°50'29"	47.04'	29.92
BC8	30.00'	090°00'00"	47.12'	30.00
BC9	30.00'	090°00'00"	47.12'	30.00
BC10	30.00'	090°00'00"	47.12'	30.00
BC11	46.00'	089°59'51"	72.26'	46.00
BC12	30.00'	090°09'31"	47.21'	30.08
BC13	30.00'	089°50'29"	47.04'	29.92
BC14	43.50'	090°00'00"	68.33'	43.50
BC15	43.50'	090°00'00"	68.33'	43.50
BC16	30.00'	090°09'30"	47.21'	30.08
BC17	30.00'	090°09'31"	47.21'	30.08
BC18	30.00'	090°00'00"	47.12'	30.00
BC19	30.00'	090°00'00"	47.12'	30.00
BC20	30.00'	089°50'29"	47.04'	29.92
BC21	30.00'	089°05'25"	46.65'	29.53
BC22	30.00'	090°09'31"	47.21'	30.08
BC23	30.00'	090°00'00"	47.12'	30.00
BC24	30.00'	090°00'00"	47.12'	30.00

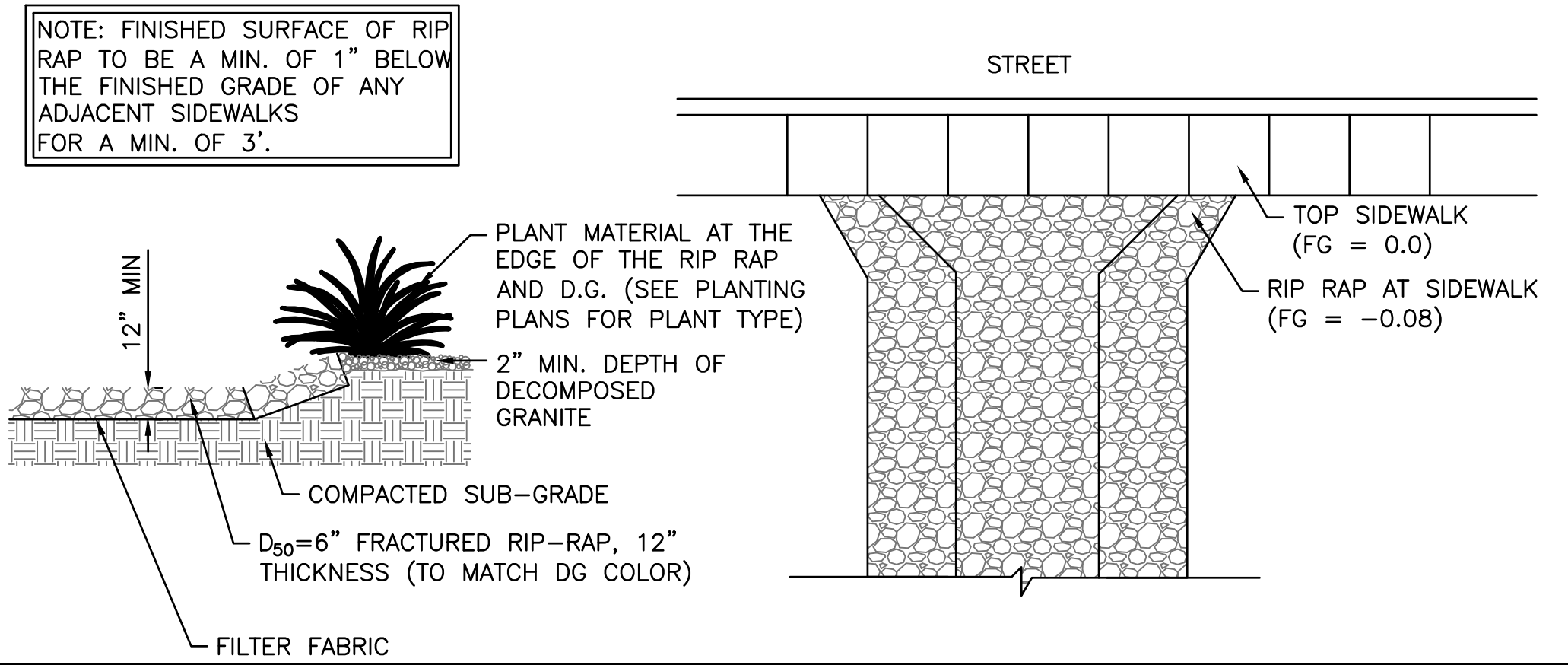
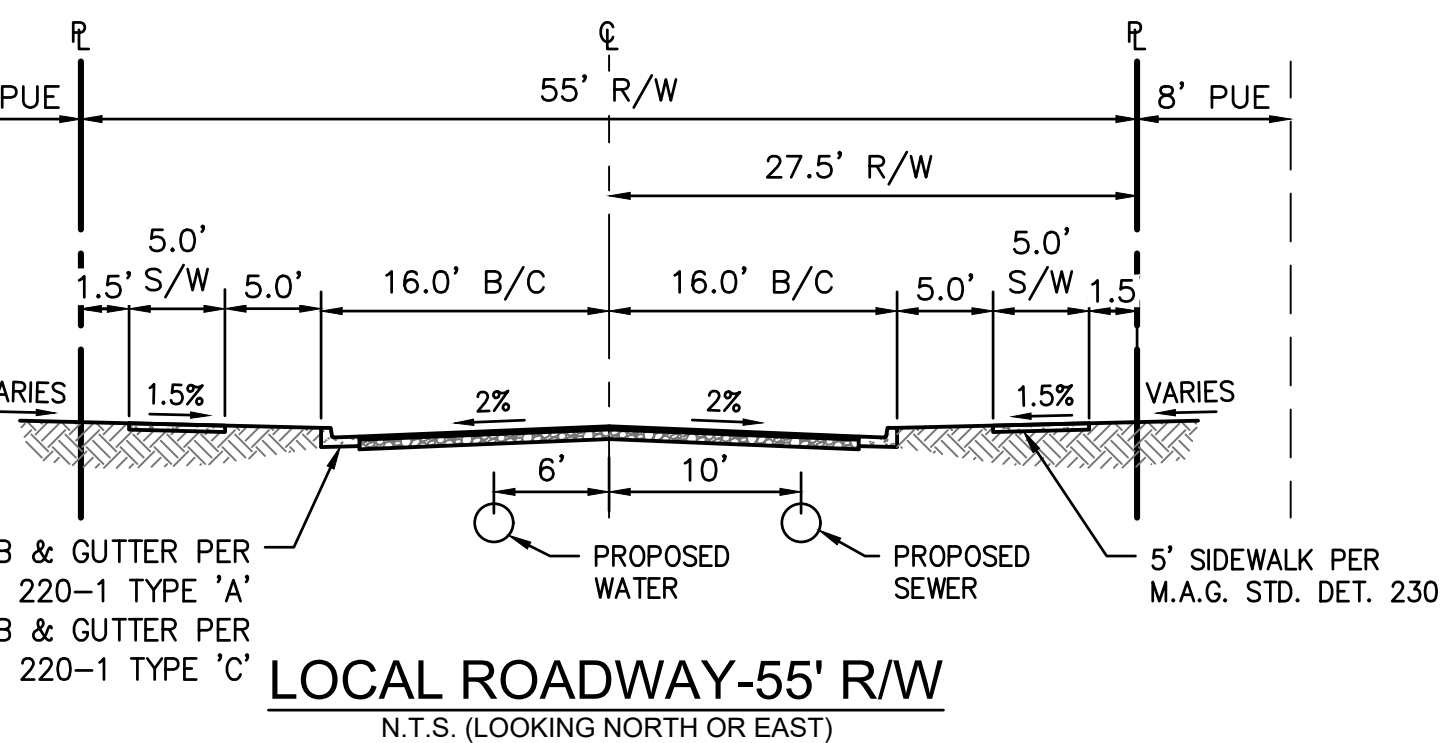
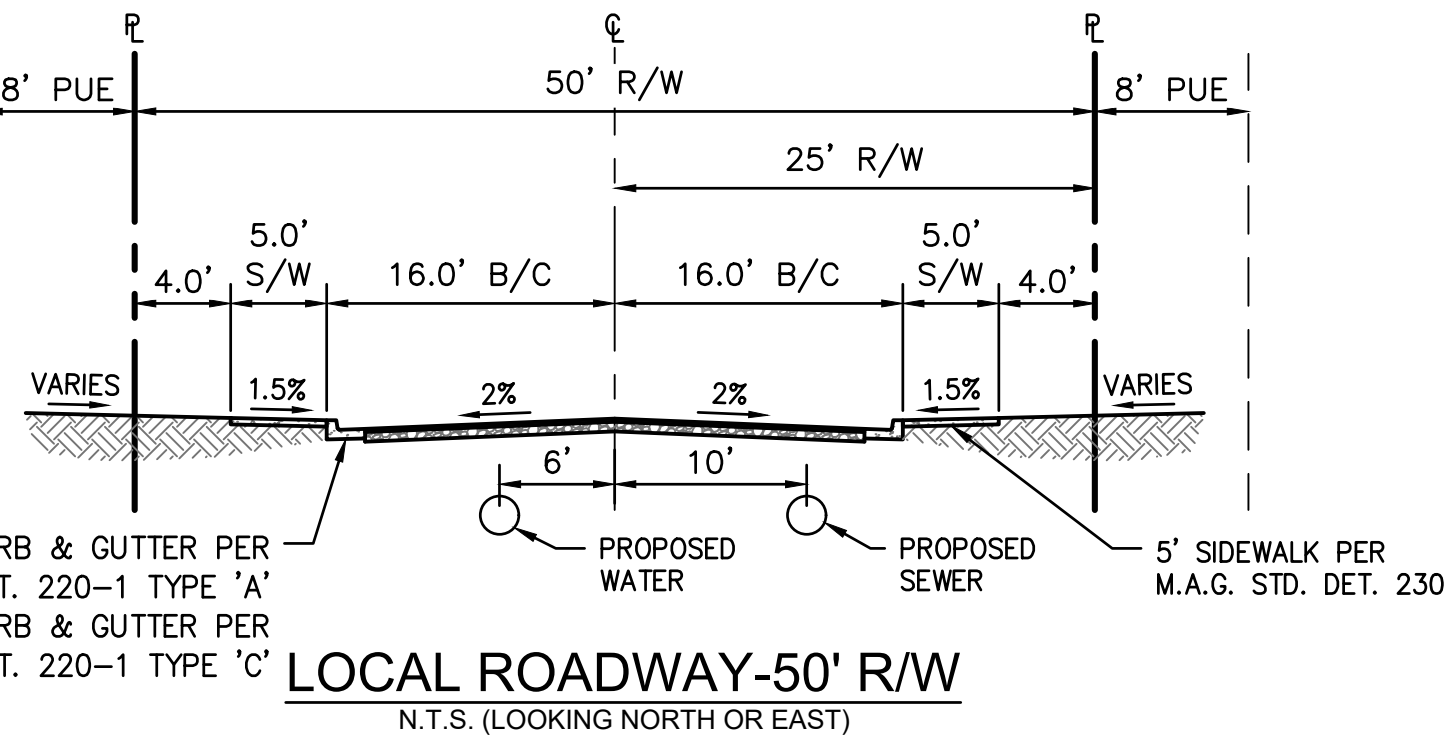


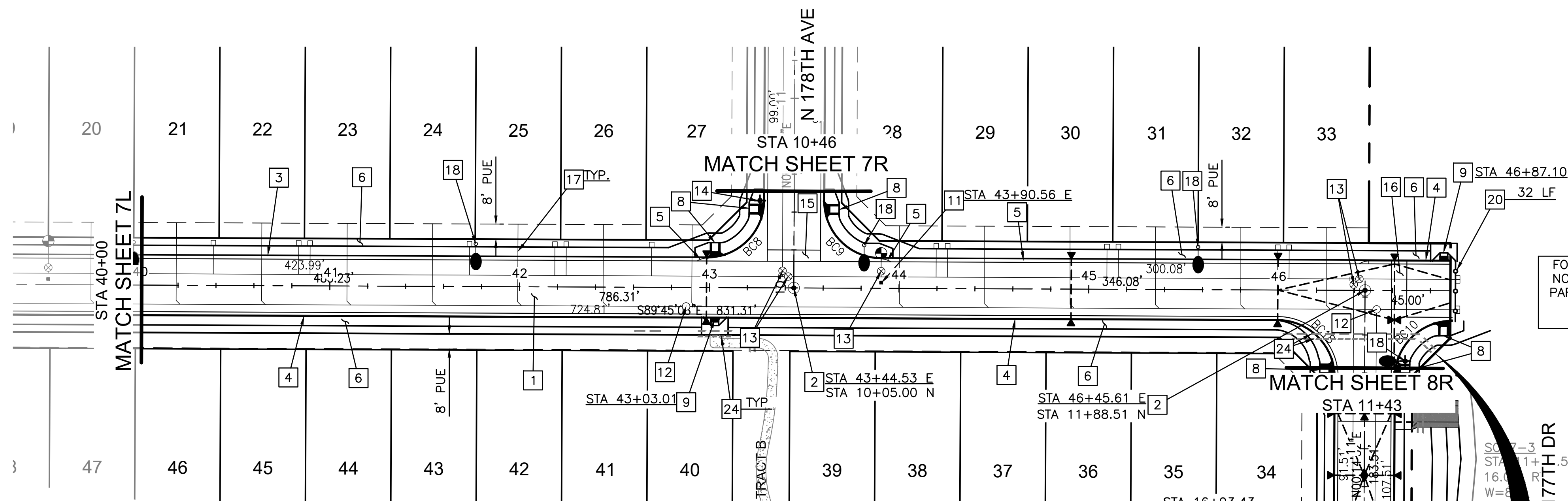
ENGINEER'S GENERAL NOTES

1. THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS THE APPROVAL BLOCK HAS BEEN SIGNED BY THE APPROPRIATE AGENCIES. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE CURRENT MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) SPECIFICATIONS AND STANDARD DETAILS TOGETHER WITH ANY SUPPLEMENTS OF THE REVIEWING AGENCY AND WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES.
2. PRIOR TO CONSTRUCTION, THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATIONS FROM THESE PLANS SHALL BE PROPOSED ON CONSTRUCTION FIELD PRINTS AND TRANSMITTED TO THE ENGINEER.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS AT HIS OWN EXPENSE.
4. ANY INSPECTION BY THE CITY, COUNTY, ENGINEER, OR OTHER JURISDICTIONAL AGENCY SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH APPLICABLE CODES AND AGENCY REQUIREMENTS.
5. THE CONTRACTOR SHALL MAKE NO CLAIM AGAINST THE OWNER OR THE SURVEYOR REGARDING ALLEGED INACCURACY OF CONSTRUCTION STAKES SET BY THE SURVEYOR UNLESS A SURVEY STAKE SET BY THE SURVEYOR ARE MAINTAINED INTACT AND CAN BE VERIFIED AS TO THEIR ORIGIN. IF IN THE OPINION OF THE SURVEYOR, THE STAKES ARE NOT MAINTAINED INTACT AND CANNOT BE VERIFIED AS TO THEIR ORIGIN, ANY REMEDIAL WORK REQUIRED SHALL BE PERFORMED AT THE SOLE EXPENSE OF THE RESPONSIBLE CONTRACTOR OR SUBCONTRACTOR.
6. THE CONTRACTOR SHALL NOTIFY THE DEVELOPER AT LEAST 48 HOURS IN ADVANCE FOR ANY STAKING OR RESTAKING REQUIRED.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS IN ADVANCE FOR ANY INSPECTIONS AND/OR TESTING FOR ENGINEER OF RECORD SERVICES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ALL STAKES AND CONTROL SET BY THE DEVELOPER'S SURVEYOR AND SHALL TAKE SUCH NECESSARY TO INSURE THAT THE STAKES AND CONTROL ARE NOT DISTURBED OR TAMPERED WITH. IF STAKES SET BY THE DEVELOPER'S SURVEYOR ARE DISTURBED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST INCURRED TO RESTAKE.
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. CONTRACTOR MUST CONTACT THE DESIGN ENGINEER FOR ANY NOTED DISCREPANCIES IN THE DESIGN PRIOR TO THE ITEM BEING CONSTRUCTED. FAILURE OF CONTRACTOR TO NOTIFY THE ENGINEER AND APPROVING AGENCY IN ADVANCE FOR ALTERNATIVE DESIGN SHALL RESULT IN CONTRACTOR ACCEPTANCE OF ALL COSTS RELATED TO POTENTIAL REMOVAL AND REWORK OF SAID ITEMS.
11. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
12. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK. THE ENGINEER IS NOT RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS NOR ANY COSTS INCURRED, WHETHER INITIAL OR ADDITIONAL TO CORRECT, MODIFY, OR ALTER ANY CONSTRUCTION COMPLETED CONTRARY TO THE CONTRACT DOCUMENTS.
13. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL OVERHEAD AND UNDERGROUND UTILITY LINES IN THE WORK AREA ACCORDING TO INFORMATION PROVIDED BY THE AGENCY OPERATING EACH FACILITY. LOCATIONS SHOWN ARE APPROXIMATE ONLY, AND ARE NOT RELIABLE FOR CONSTRUCTION PURPOSES. CALL AZ811 AT 811 OR 602-263-1100 TO HAVE LOCATIONS MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING NOT SCHEDULED FOR DEMOLITION OR REMOVAL SHALL BE REPLACED IN KIND.
14. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY THE PRESENCE AND LOCATION OF ANY AND ALL EXISTING OVERHEAD AND/OR UNDERGROUND UTILITIES THAT MAY INTERFERE WITH THIS CONSTRUCTION. WHETHER OR NOT SAID UTILITIES ARE SHOWN ON THE CONSTRUCTION PLANS FOR THIS PROJECT, THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS (POTHOLING) AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION TO PERMIT THE OWNER TO DIRECT THE ENGINEER TO MAKE REVISIONS OF THESE PLANS, IF NECESSARY, DUE TO CONFLICT BETWEEN PROPOSED FACILITIES AND EXISTING FACILITIES.
15. OWNER/CONTRACTOR IS RESPONSIBLE FOR SURVEY VERIFICATION OF EXISTING HORIZONTAL AND VERTICAL CONDITIONS PRIOR TO START OF CONSTRUCTION. A DEVIATION IN EXISTING CONDITIONS MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE CONSTRUCTION STARTS. THE ENGINEER WILL NOT BE RESPONSIBLE FOR REMOVAL, REPLACEMENT, OR OTHER MODIFICATIONS THAT MAY BE REQUIRED AS A RESULT OF EXISTING CONDITIONS NOT PROPERLY VERIFIED AND CONFIRMED. SHOULD AN ERROR BE FOUND IN THE HORIZONTAL AND VERTICAL CONDITIONS, THE ENGINEER SHALL BE NOTIFIED AND CONSTRUCTION WILL NOT PROCEED UNTIL REVISIONS/MODIFICATIONS HAVE BEEN PREPARED AND SUBMITTED BY THE ENGINEER.
16. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION, CONDITION, AND PAVEMENT CROSS-SLOPE OF ALL EXISTING SURFACES AT POINTS OF TIE-IN AND MATCHING, PRIOR TO COMMENCEMENT OF GRADING, PAVING, CURB

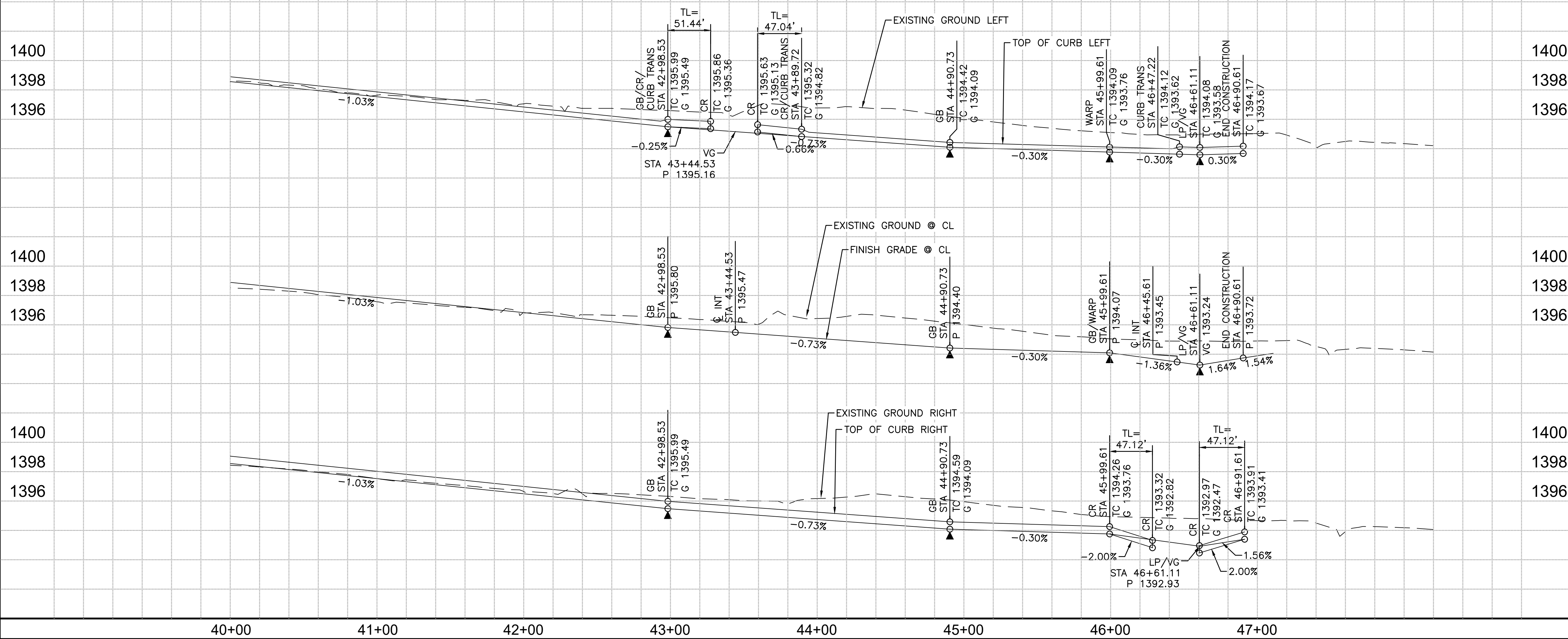
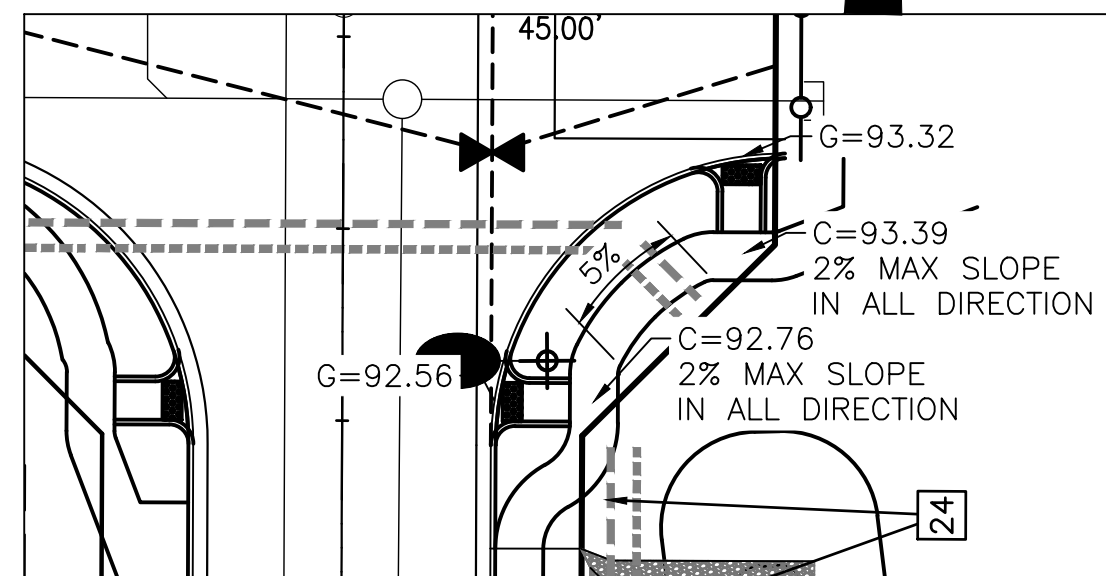
ENGINEER'S GENERAL NOTES (CONT.)

- AND GUTTER, OR OTHER SURFACE CONSTRUCTION, SHOULD EXISTING LOCATIONS, ELEVATIONS, CONDITIONS, OR PAVEMENT CROSS-SLOPES DIFFER FROM THAT WHICH IS SHOWN ON THESE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER ACCORDINGLY. THE CONTRACTOR ACCEPTS RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH CORRECTIVE ACTION IF THESE PROCEDURES ARE NOT FOLLOWED.
17. APPROVAL OF THESE PLANS SHALL NOT PREVENT THE REVIEWING AGENCY FROM REQUIRING THE CORRECTION OF ERRORS IN THE PLANS WHERE SUCH ERRORS ARE SUBSEQUENTLY FOUND TO BE IN VIOLATION OF ANY LAW, ORDINANCE, OR OTHER HEALTH/SAFETY ISSUE.
18. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL STORM DRAIN PIPES, STORM WATER RETENTION PIPES, AND DRAINAGE FACILITIES DURING ALL STAGES OF CONSTRUCTION. THE DEPTH OF COVER ON THE STORM DRAIN PIPE IS DESIGNED FOR FINAL GRADE. THEREFORE, EXTRA CARE SUCH AS BERMING OVER PIPES, FLAGGING, OR SIGNAGE SHOULD BE USED DURING CONSTRUCTION IN ORDER TO MAINTAIN COVER OR PROTECT THE PIPES.
19. ALL CONDUITS (BOX CULVERT, REINFORCED CONCRETE PIPE, CAST-IN-PLACE PIPE, AND/OR CORRUGATED METAL PIPE) SHOWN ON THESE PLANS ARE DESIGNED FOR STANDARD HIGHWAY LOADINGS. THE STANDARD SATISFACTORY MINIMUM COVER REQUIREMENTS AS ESTABLISHED BY THE CONDUIT MANUFACTURER MAY NOT ALWAYS BE ADEQUATE DURING CONSTRUCTION. WHEN CONSTRUCTION EQUIPMENT, FREQUENTLY HEAVIER THAN TRAFFIC LOADS FOR WHICH THE CONDUIT HAS BEEN DESIGNED, IS TO BE DRIVEN OVER OR CLOSE TO THE BURIED CONDUIT, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE ADDITIONAL COVER REQUIRED TO AVOID DAMAGE TO THE CONDUIT. THE ADEQUACY OF THE COVER REQUIREMENTS FOR CONDUITS SHALL BE ANALYZED AND CHECKED BY THE CONTRACTOR TO ADDRESS LOADING CONDITIONS IMPOSED BY THE CONSTRUCTION ACTIVITY. ANY CONDUIT DAMAGED BY CONSTRUCTION ACTIVITY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
20. THE ESTIMATED QUANTITIES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETENESS AND ACCURACY OF A DETAILED ESTIMATE BASED ON THESE PLANS, CURRENT CODES, AND SITE VISITATION.
21. ALL EARTHWORK CONSTRUCTION SHALL CONFORM TO THE LATEST MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) STANDARD DETAILS AND SPECIFICATIONS, INCLUDING ANY SUPPLEMENTS THERETO AND THE SOILS REPORT PREPARED BY:
- COMPANY: GTI
PROJECT NO.: 226985G
DATED: 07/19/2022
- DATA FOR EARTHWORK CALCULATIONS IS PROVIDED IN THE SOILS REPORT AND (IF APPLICABLE) ANY SUPPLEMENTS THERETO.
22. THIS PLAN IS APPROVED SUBJECT TO COMPLETION OF THOSE LINES LABELED "EXISTING" WHICH HAVE BEEN PROPOSED AS A PART OF ANOTHER DEVELOPMENT. THE DEVELOPER OF THAT PROJECT MAY BE REQUIRED TO CONSTRUCT THOSE LINES PER THE REVIEWING AGENCY'S REQUIREMENTS PRIOR TO RECEIVING SERVICE FOR THIS PROJECT.



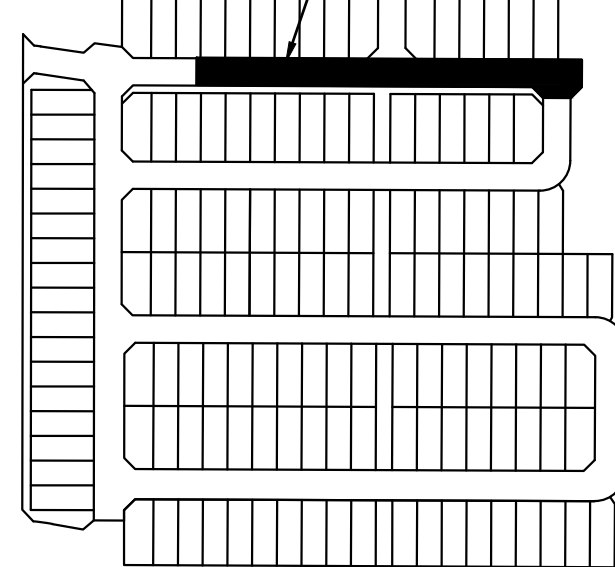


FOR CONTINUATION, SEE
NORTH COPPER CANYON
PARCEL C PAVING PLANS
BY CVL PROJ. NO.
1-01-0295201

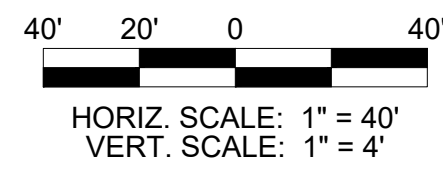
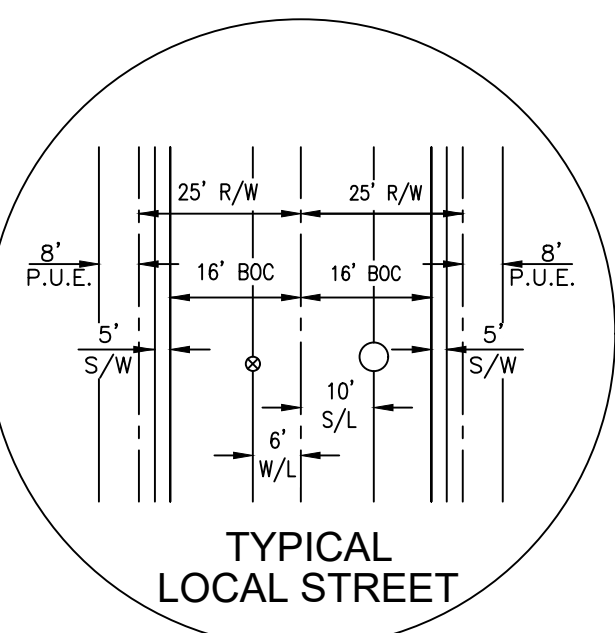


PAVING CONSTRUCTION NOTES

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- [8] CONSTRUCT SIDEWALK RAMP PER DTL ON SHEET 2.
- [9] CONSTRUCT SIDEWALK PERPENDICULAR RAMP PER M.A.G. STD. DTL. 238-1.
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- [13] WATER VALVE BOX & ADJUSTMENT PER M.A.G. STD. DTL. 391-1 TYPE "C" & 2.
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- [27] INSTALL CURB TRANSITION PER M.A.G. STD. DET. 220-2.



KEY MAP
(N.T.S.)



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 (782-534)
In Maricopa County: (602) 263-1100

NO.	REVISION	DATE
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PAVING PLANS

NORTH COPPER CANYON

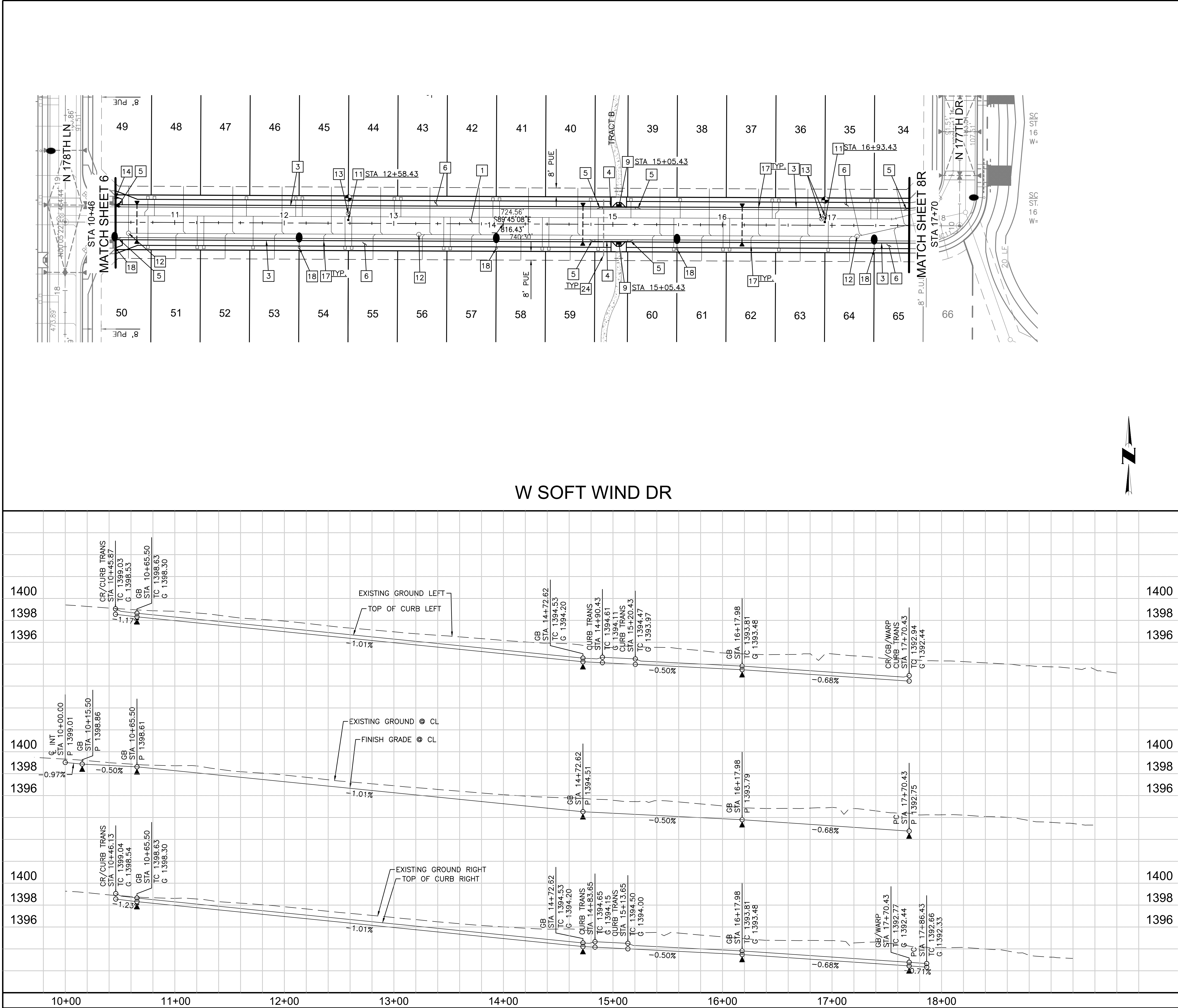
PARCEL 7.1

CITY OF SURPRISE, ARIZONA

CVL Contact: M.OLSEN
CVL Project #: 1-01-0295201

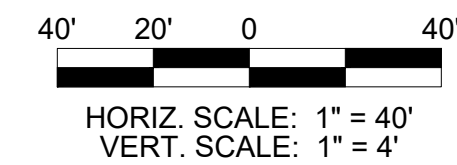
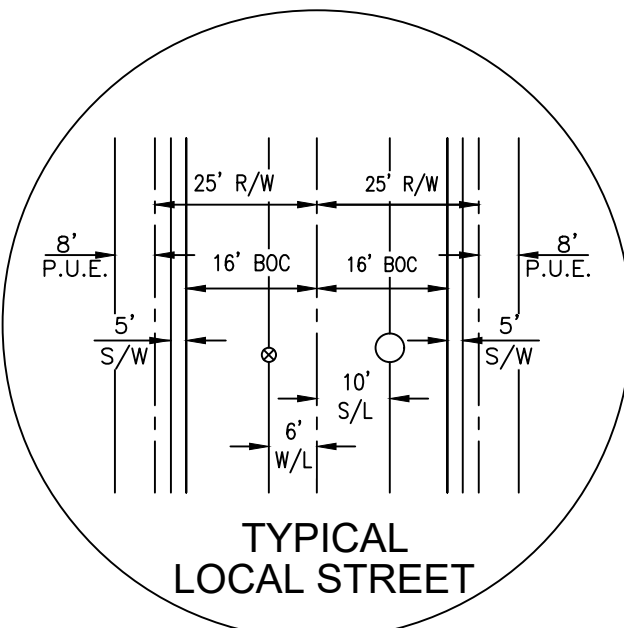
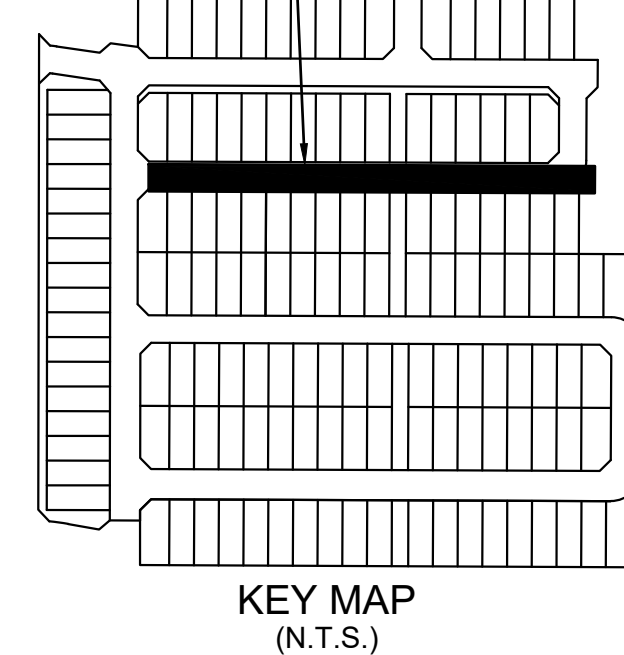
PAVING PLAN &
PROFILE

SHEET
3 OF 9



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- 27 INSTAL THIS SHEET POSITION PER M.A.G. STD. DET. 220-2.



PAVING PLANS

NORTH COPPER CANYON

PARCEL 7.1

CITY OF SURPRISE, ARIZONA

CVL Contact: M.OLSEN
CVL Project #: 1-01-0295201

PAVING PLAN & PROFILE

SHEET 4 OF 9

DATE

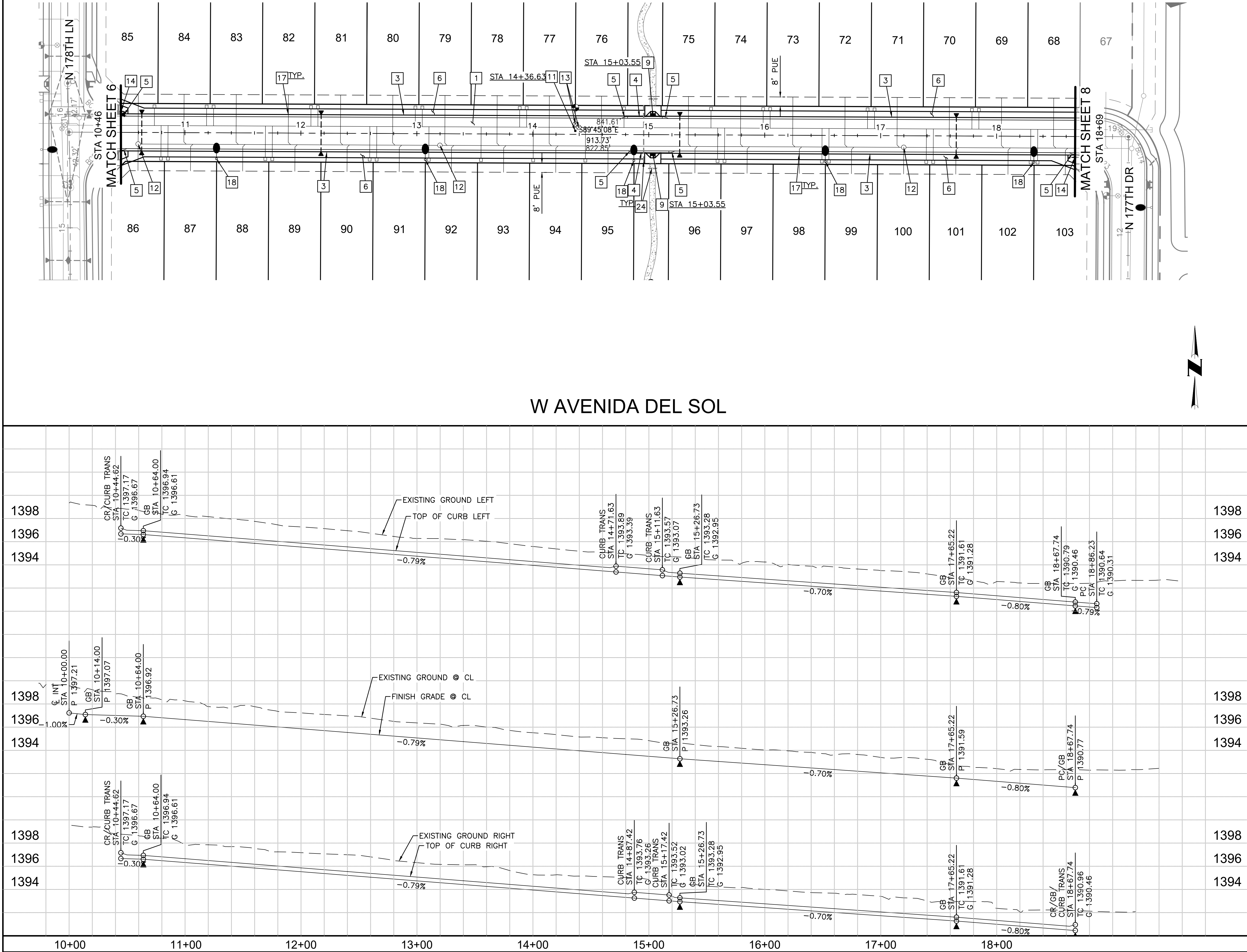
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CVL CONSULTANTS

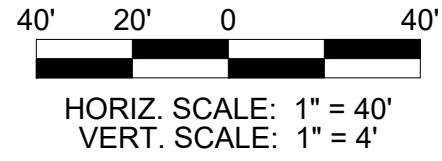
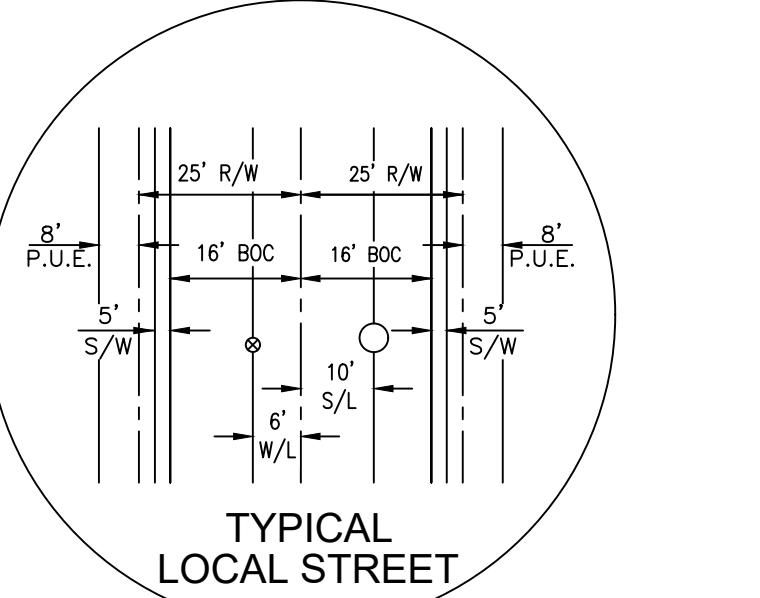
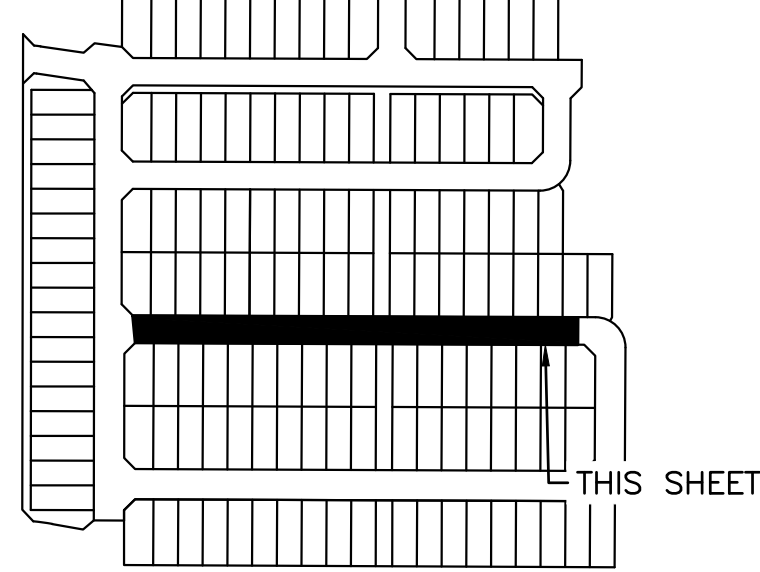
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www.cvlci.com

Coe & Van Loo Consultants, Inc.



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Arizona State Seal
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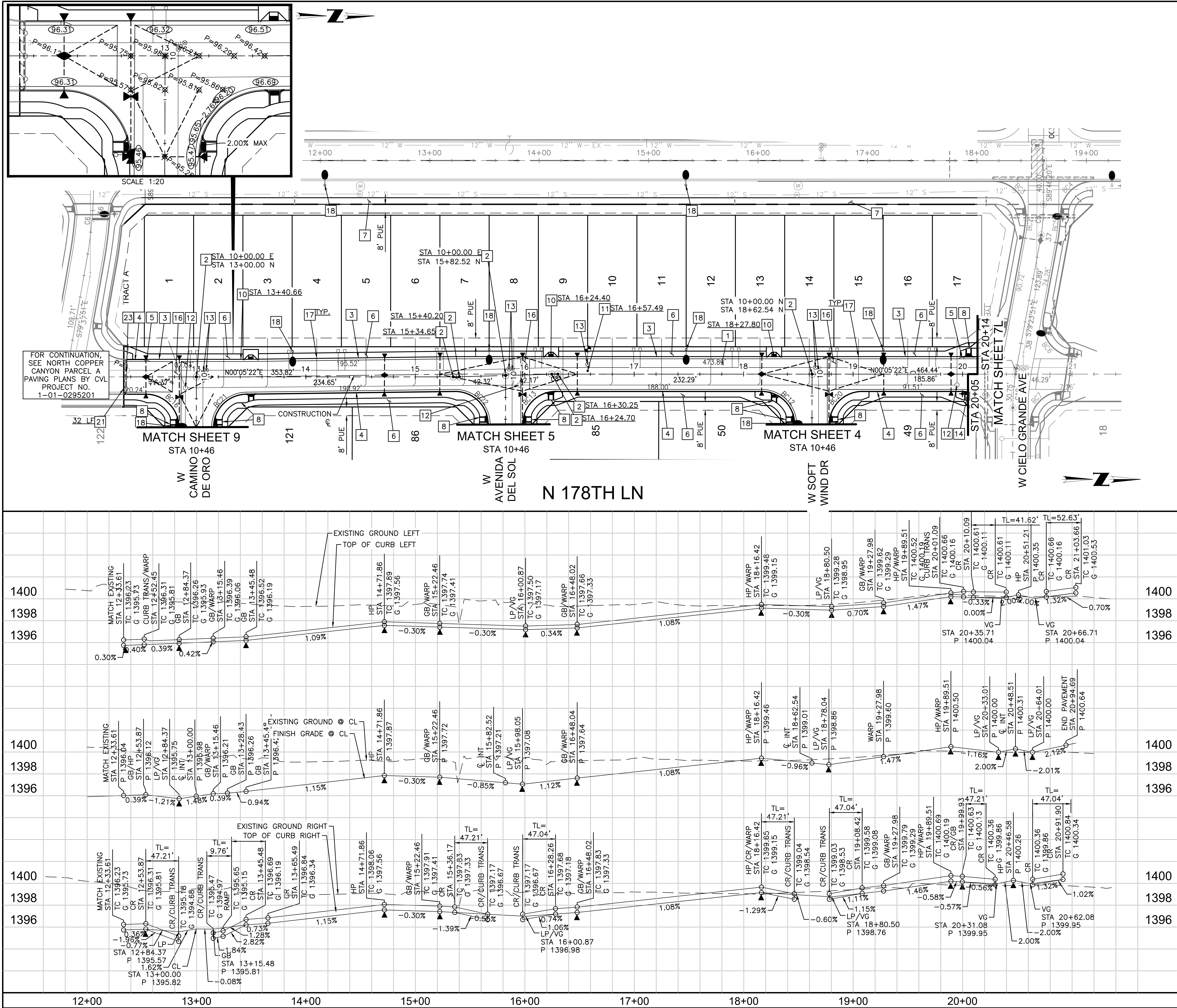
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CITY OF SURPRISE, ARIZONA



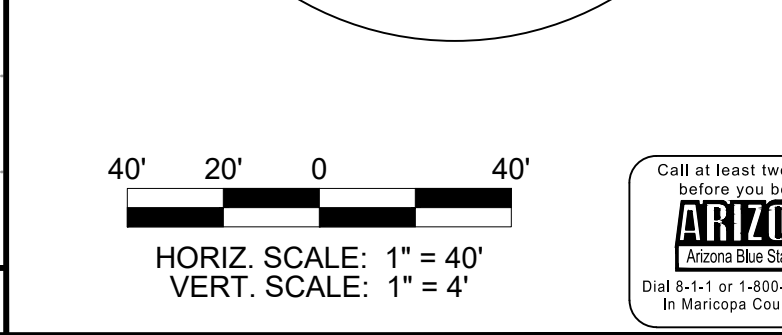
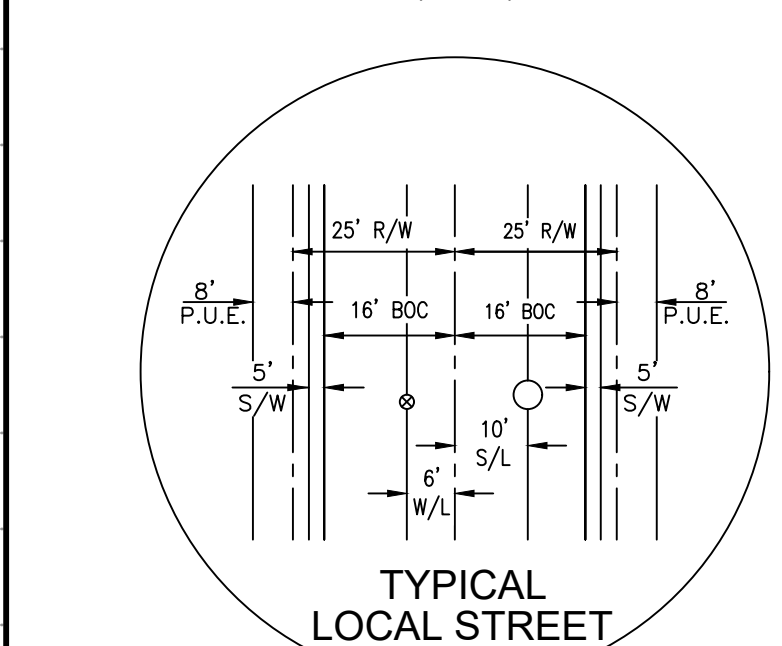
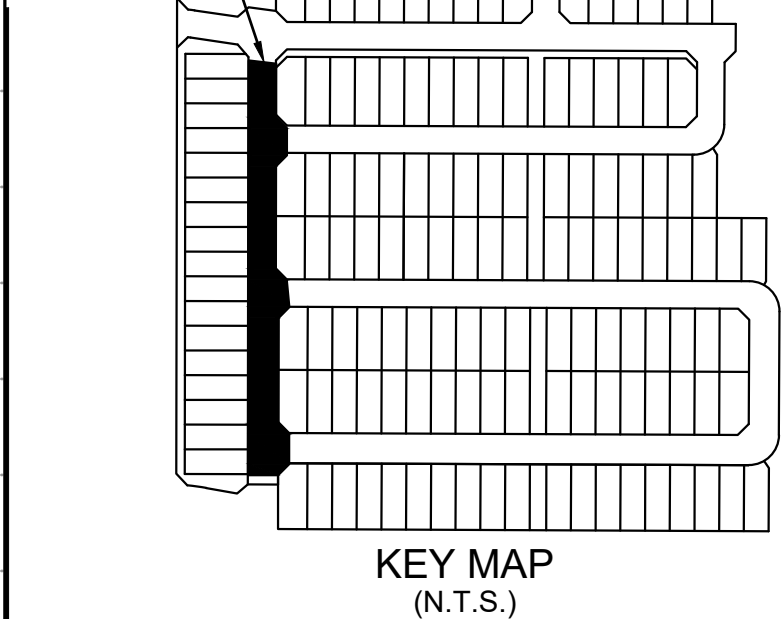
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CVL Project #: 1-01-0295201

PAVING PLAN & PROFILE
SHEET 5 OF 9



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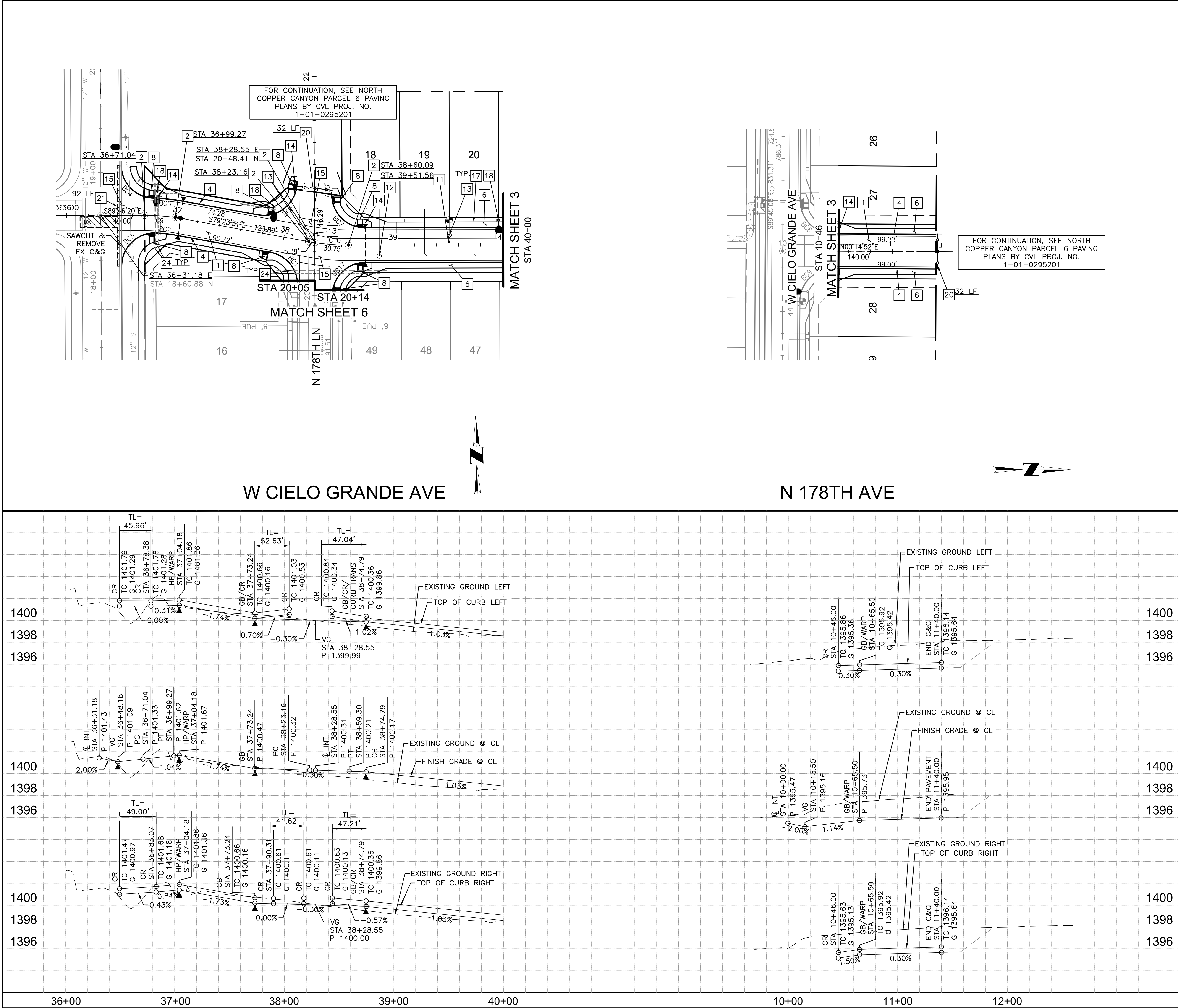
CVL Contact: M. OLSEN
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PAVING PLAN & PROFILE

SHEET 6 OF 9

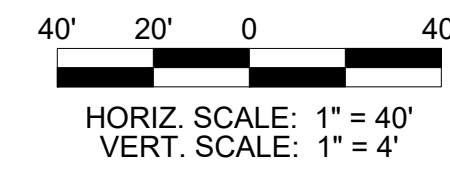
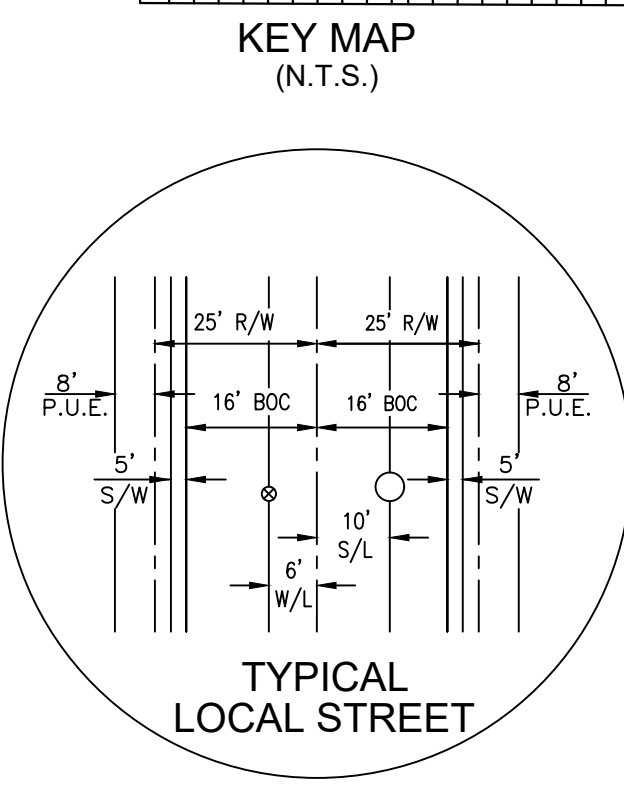
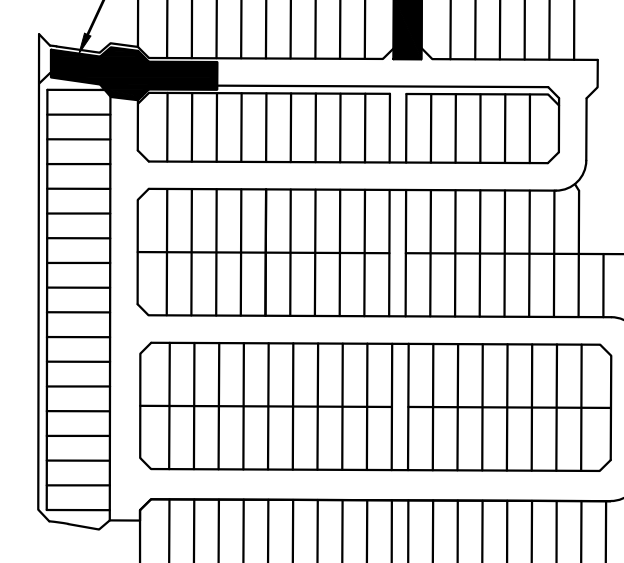
Call at least two full working days before you begin excavation.

ARIZONA
Professional Engineer
Matthew C. Olsen
No. 9246
Exp. 12/31/2025
ARIZONA U.S.A.



PAVING CONSTRUCTION NOTES

- 1 CONSTRUCT 3" OF ASPHALT PAVEMENT ON 8" OF A.B.C. PER TYPICAL SECTIONS ON SHEET 1.
- 2 INSTALL BRASS CAP PER M.A.G. STD. DTL. 120 (TYPE "B").
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- 6 CONSTRUCT 5' SIDEWALK PER M.A.G. STD. DTL. 230. MINIMUM 5" SIDEWALK THICKNESS IN FRONT OF ALL LOTS.
- 7 CONSTRUCT 6' SIDEWALK PER M.A.G. STD. DTL. 230 (5" THICK).
- 8 CONSTRUCT SIDEWALK RAMP PER DTL ON SHEET 2.
- 9 CONSTRUCT SIDEWALK PERPENDICULAR RAMP PER M.A.G. STD. DTL. 238-1.
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- 12 MANHOLE FRAME AND COVER ADJUSTMENT PER M.A.G. STD. DTL. 422.
- 13 WATER VALVE BOX & ADJUSTMENT PER M.A.G. STD. DTL. 391-1 TYPE "C" & 2.
- 14 INSTALL STREET SIGN BASE PER C.O.S. STD. DTL. 4-22. SEE SIGNING AND STRIPING PLANS FOR LOCATION AND DETAILS.
- 15 CONSTRUCT 6' VALLEY GUTTER WITH APRONS PER M.A.G. STD. DTL. 240.
- 16 CONSTRUCT 8' WIDE CONCRETE MIDBLOCK VALLEY GUTTER PER M.A.G. STD. DET. 240.
- 17 STAMPED "S" IN CURB AT SEWER TAP LOCATION (TYP.) PER M.A.G. STD. DET. 440-4.
- 18 PROPOSED STREETLIGHT. SEE STREETLIGHT DESIGN PLANS.
- 19 CONSTRUCT SCUPPER PER M.A.G. STD. DET. 206 WITH SAFETY RAIL PER M.A.G. STD. DET. 145. SPILLWAY SIZE PER PLAN.
- 20 INSTALL BARRICADE PER M.A.G. STD. DET. 130.
- 21 SAWCUT AND REMOVE EXISTING PAVEMENT (2' MAX) TO A NEAT CLEAN EDGE.
- 22 CONSTRUCT MODIFIED PERPENDICULAR RAMP WITH NO BACK CURB FOR SIDEWALK CONTINUATION PER DTL ON SHEET 2.
- 23 REMOVE BARRICADE.
- 24 PROPOSED IRRIGATION SLEEVE, SEE LANDSCAPE PLANS FOR DETAILS.
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- 26 INSTALL MOUNTABLE CURB AND GUTTER PER M.A.G. STD. DET. 220-2, TYPE E.
- 27 INSTALL CURB TRANSITION PER M.A.G. STD. DET. 220-2.



PAVING PLANS

NORTH COPPER CANYON

PARCEL 7.1

CITY OF SURPRISE, ARIZONA

CVL Contact: M.OLSEN

CVL Project #: 1-01-0295201

PAVING PLAN & PROFILE

SHEET 7 OF 9

DATE

REVISION

NO

CVL CONSULTANTS

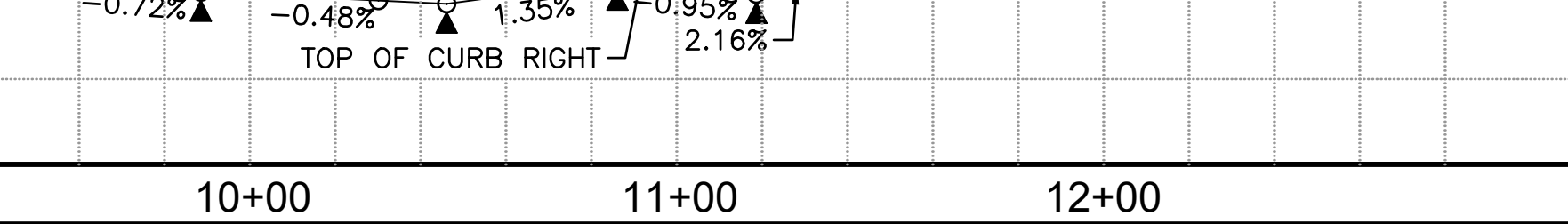
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Phoenix, Arizona 85014

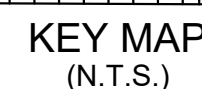
602-264-6831

www.cvlci.com

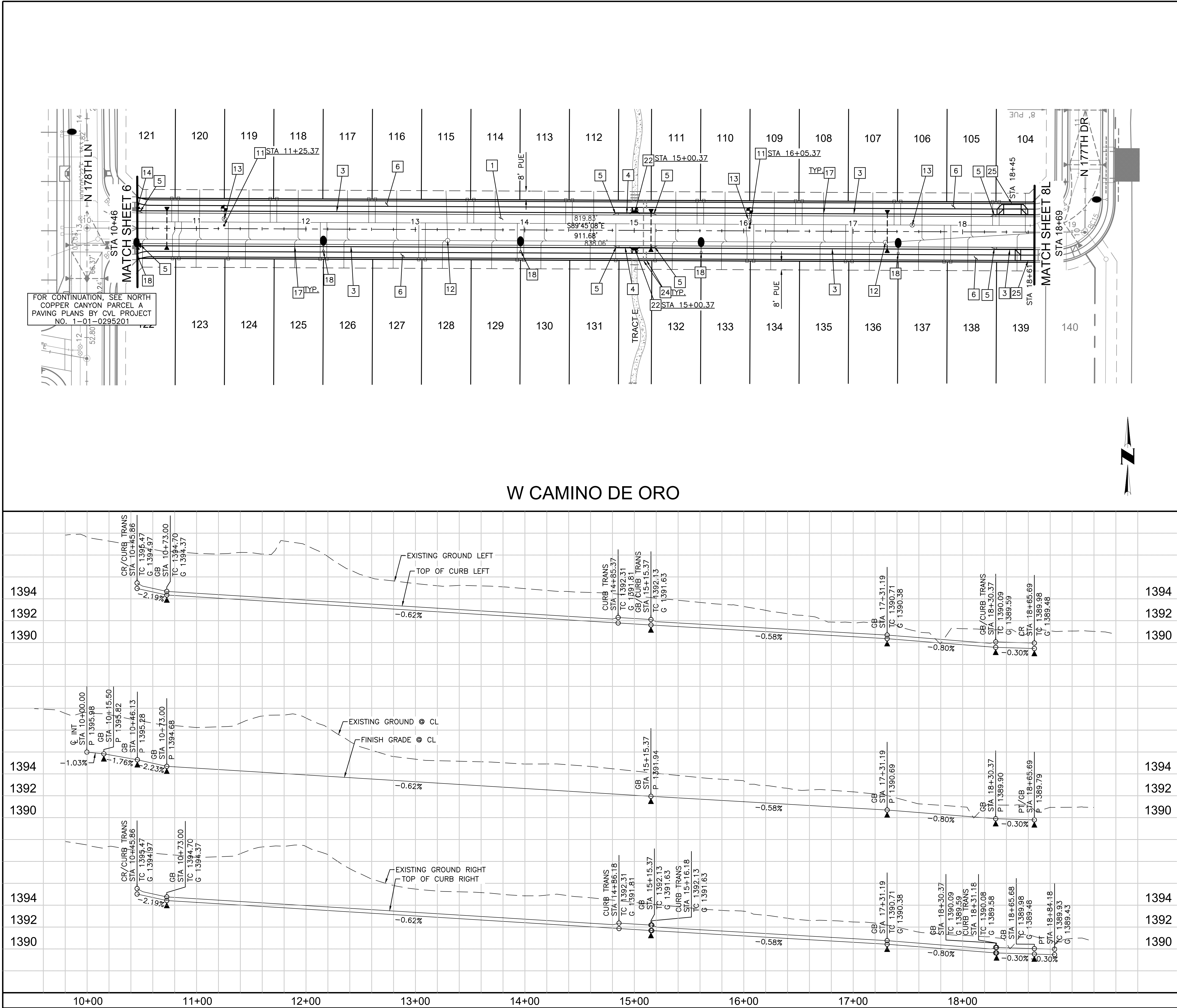
CITY PROJECT FS24-0823



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|----|---|
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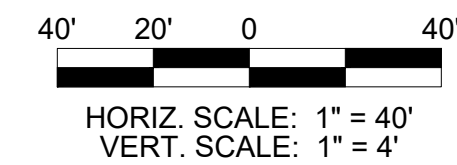
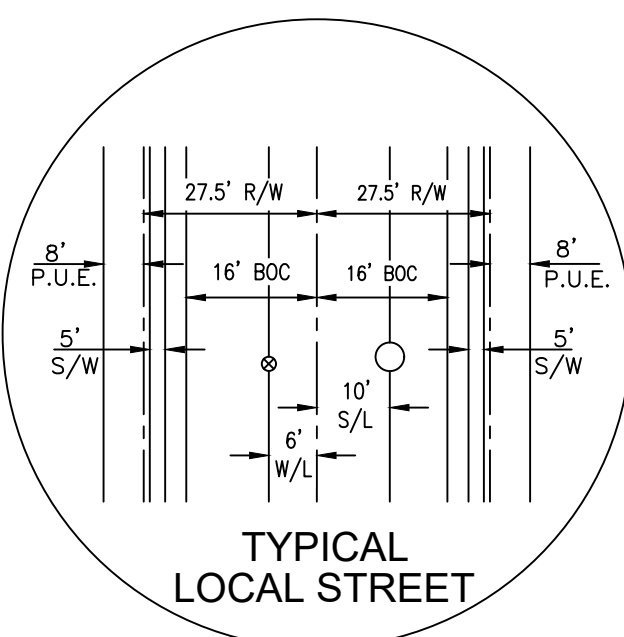
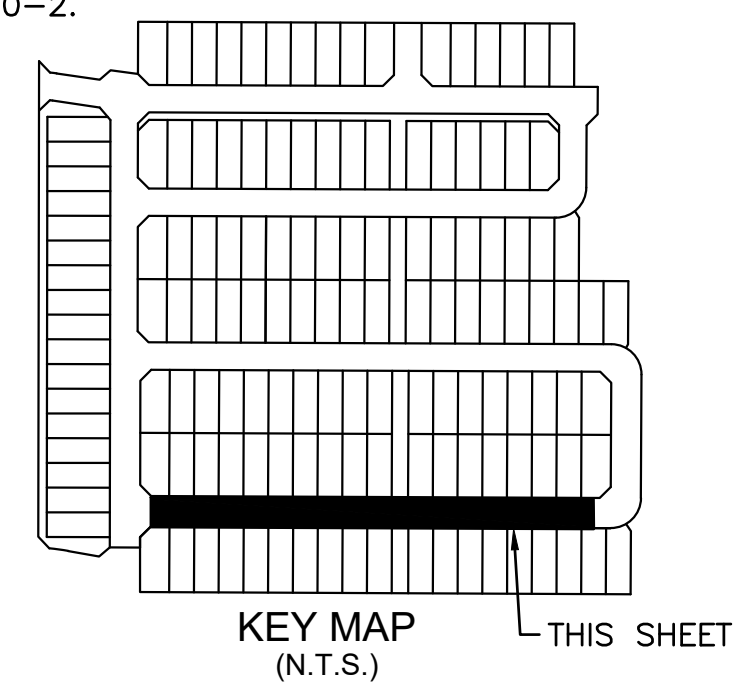


ARIZONA 811
Arizona Blue Stake, Inc.



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DATE: _____
REVISION: _____
NO. _____

PAVING PLANS
NORTH COPPER CANYON
PARCEL 7.1
CITY OF SURPRISE, ARIZONA

CVL Contact: M. OLSEN
CVL Project #: 1-01-0295201

PAVING PLAN & PROFILE
SHEET
9 OF 9

CITY PROJECT FS24-0823

LANDSCAPE NOTES:

1. PRIOR TO BIDDING, THE LANDSCAPE CONTRACTOR SHALL WALK THE SITE TO DETERMINE THE FULL EXTENT OF DEMOLITION WORK (IF REQUIRED).
2. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR AND AN OWNER'S REPRESENTATIVE SHALL INSPECT THE SITE AND DOCUMENT ANY DAMAGE TO SIDEWALKS, CURBS OR OTHER HARDSCAPES. ALL AREAS TO BE RE-INSPECTED UPON FINAL WALK THROUGH AND ANY DAMAGED AREAS TO BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. LANDSCAPE CONTRACTOR TO REVIEW ALL RELATED ENGINEERING, ARCHITECTURAL AND DRAINAGE PLANS AND COORDINATE WITH THE APPROPRIATE CONTRACTOR ON ANY ITEMS WITH OVERLAPPING SCOPE. ANY DISCREPANCIES BETWEEN THE LANDSCAPE PLAN AND ANY OTHER CONSULTANT PLANS MUST BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
4. PRIOR TO CONSTRUCTION, ANY CLARIFICATIONS OR DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SITE CONDITIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
5. LANDSCAPE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES FOR PROTECTION PRIOR TO CONSTRUCTION. CONTACT BLUE STAKE AT 602-263-1100 OR 1-800-782-5348.
6. LANDSCAPE CONTRACTOR TO PROVIDE BARRICADES ALONG PUBLIC STREETS IF REQUIRED DURING INSTALLATION.
7. ALL QUANTITIES ON THE PLANT LIST ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR, PLANS TAKE PRECEDENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD ESTIMATE ALL DECOMPOSED GRANITE QUANTITIES.
8. THE LANDSCAPE CONTRACTOR SHALL WARRANTY ALL HARDSCAPES, IRRIGATION COMPONENTS AND TREES FOR A PERIOD OF 1 YEAR. SHRUBS, ACCENTS AND GROUND COVERS SHALL CARRY A 90 DAY WARRANTY.
9. ALL PLANTS MUST BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DEEMED IN ADEQUATE OR NOT MEETING NURSERYMAN STANDARDS.
10. DUE TO SEASONAL PLANT MATERIAL AVAILABILITY, ALL ALTERNATES AND/OR SUBSTITUTIONS ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT, OWNER OR JURISDICTION.
11. PLANTS TO BE LOCATED AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, POWER POLES, AND LIGHT FIXTURES AS NECESSARY.
12. LANDSCAPE CONTRACTOR TO CONTACT THE G.C. OR OWNER'S REPRESENTATIVE BEFORE EACH APPLICATION OF PRE-EMERGENT FOR VERIFICATION. MINIMUM 2 APPLICATIONS REQUIRED.
13. PREPARED BACKFILL FOR PLANTING PITS SHALL BE 4 PARTS NATIVE SOIL TO 1 PART NITROGEN STABILIZED MULCH. MIX MULCH AND SOIL BACKFILL THOROUGHLY TO CREATE BACKFILL PRIOR TO PLACING IN PIT.
14. TOPSOIL TO CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATION, SECTION 795. PROVIDE A WRITTEN DESCRIPTION OF CERTIFICATION OF ORIGINAL ORIGIN OF TOPSOIL TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO THE SITE.
15. PROVIDE THE G.C. AND/OR OWNER A SAMPLE OF DECOMPOSED GRANITE FOR APPROVAL PRIOR TO DELIVERY TO THE SITE.UNLESS OTHERWISE NOTED ON PLANS, DECOMPOSED GRANITE SHALL EXTEND UNDER SHRUBS AND BE RAKED UNIFORMLY ALONG WALLS, SIDEWALKS, AND CURBS.
16. LANDSCAPE MAINTENANCE WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE OWNER.

IRRIGATION NOTES:

1. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR IS TO COORDINATE ALL SLEEVING LOCATIONS WITH THE GENERAL CONTRACTOR AND/OR PAVING CONTRACTOR TO ENSURE THAT ALL SLEEVES ARE INSTALLED PRIOR TO PAVING. VERIFY ANY EXISTING SLEEVES THAT MAY HAVE BEEN PREVIOUSLY INSTALLED.
2. PRIOR TO CONSTRUCTION, VERIFY STATIC WATER PRESSURE. CONTACT LANDSCAPE ARCHITECT IF STATIC PRESSURE IS NOT ADEQUATE FOR LISTED DESIGN PRESSURE ON THE IRRIGATION PLANS.
3. MAINTAIN IRRIGATION AS-BUILTS THROUGHOUT INSTALLATION. AS-BUILT SET TO BE TURNED OVER TO OWNER PRIOR TO ACCEPTANCE OF THE IRRIGATION INSTALL.
4. VACUUM BREAKER/BACKFLOW PREVENTION DEVICE TO BE ASSEMBLED PER LOCAL JURISDICTIONAL STANDARDS AND DETAILS.
5. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING MATERIALS AND LABOR TO PROVIDE SPECIFIED ELECTRICAL SERVICE TO ALL CONTROLLER LOCATIONS. ALL ELECTRICAL WORK TO BE PER MANUFACTURER'S SPECIFICATIONS AND PER LOCAL CODE.
6. ALL IRRIGATION EQUIPMENT TO BE LOCATED IN LANDSCAPE AREAS- ALL LINES AND EQUIPMENT ARE SCHEMATIC.
7. ALL MATERIAL USED SHALL BE INSTALLED AS PER PLAN AND AS PER MANUFACTURERS SPECIFICATIONS. ALL DEVIATIONS FROM DRAWINGS OR MATERIALS USED SHALL BE APPROVED BY OWNER'S REPRESENTATIVE AND OR LANDSCAPE ARCHITECT.
8. USE COMMON TRENCHES WHERE POSSIBLE. SEE DETAILS FOR TRENCHING AND MINIMUM IRRIGATION PIPE BURY DEPTHS.
9. CONTROLLER WIRE SHALL BE A DIFFERENT COLOR FOR TREE LINES & SHRUB LINES. AT LEAST THREE EXTRA CONTROL WIRES TO BE RUN TO THE FARTHEST VALVE LOCATION OF THE SYSTEM. IRRIGATION LINES SHALL RUN PARALLEL TO THE HIGH SIDE OF SLOPES.
11. AN 18 GAUGE TRACER WIRE OF A DIFFERENT COLOR THAN THE CONTROL WIRES SHALL BE INSTALLED WITH ALL MAINLINES.
12. INSTALL ELECTRIC VALVES IN PLASTIC VALVE BOXES FLUSH WITH GRADE. ALL BOXES TO BE PLACED IN INCONSPICUOUS LOCATIONS AS POSSIBLE. AVOID INSTALLING VALVE BOXES AT THE BOTTOM OF ANY RETENTION AREAS WHERE PONDING IS POSSIBLE.
13. ALL PEA GRAVEL IN VALVE BOXES TO BE CLEANED FROM TOP OF VALVE SO THAT VALVE IS COMPLETE VISIBLE, LIP OF VALVE BOX IS ALSO TO BE FREE OF DEBRIS.
14. EMITTERS TO BE PLACED ON THE UPHILL SIDE OF THE PLANTS. ALL PLANTS REQUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND THE EDGE OF THE ROOT-BALL.
15. CONTRACTOR TO CAP OFF ALL IRRIGATION AT PHASING LIMITS AS REQUIRED, AND MARK APPROPRIATELY FOR EASY LOCATION UPON FUTURE EXPANSION.
16. PRIOR TO OWNERS APPROVAL, AN IRRIGATION "TUNE-UP" MUST BE PERFORMED AS FOLLOWS:
 - A. ALL IRRIGATION EQUIPMENT (INCLUDING ALL PIPELINES AND SLEEVES) TO BE DOCUMENTED FROM TWO STATIONARY POINTS. (AS-BUILTS PER #2 ABOVE).
 - B. IRRIGATION VALVES TO BE LABELED ON A SHEET OF PAPER WITH STATIONS CORRESPONDING TO MARKED LABELS ON TOP OF VALVE BOXES. THIS SHEET TO BE PLACED IN A PLASTIC POUCH AND ATTACHED TO THE INSIDE OF CONTROLLER.
 - C. ALL DRIP SYSTEMS TO BE FLUSHED BEGINNING WITH "Y" STRAINER, AND WORKING AWAY FROM PRESSURE REGULATOR.
 - D. ALL IRRIGATION SPRAY HEADS TO BE FLUSHED OF DEBRIS AND FLOW CONTROLS/RADIUS ADJUSTED TO ACHIEVE 100% COVERAGE. AVOID OVER-SPRAY ONTO ALL WALKS, CURBS, WALLS, EXISTING STRUCTURES OR ANOTHER OTHER HARDSCAPE AREA. ADJUST ALL HEADS/ROTORS TO PROPER HEIGHTS AND VERTICAL ALIGNMENT.
 - E. ENSURE THAT NO CONTROL WIRE WAS DAMAGED DURING CONSTRUCTION AND THAT ALL VALVES ARE ELECTRONICALLY OPERABLE BY THE CONTROLLER.
 - F. AUDIT ENTIRE SYSTEM FOR LEAKS OR DAMAGE DURING CONSTRUCTION.

CITY OF SURPRISE GENERAL NOTES

1. CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE SITE.
2. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. HE SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF PLANS AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER'S AGENT.
3. ALL QUANTITIES PROVIDED ARE FOR BIDDING PURPOSED ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPE AREAS. HE SHALL DETERMINE, WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/ OR FINE GRADING TO BE ESTABLISHED BY OTHERS.
5. ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE PROJECT CIVIL ENGINEER OR AS DIRECTED BY THE OWNER'S AGENT. PROVIDE POSITIVE DRAINAGE AWAY FROM ANY BUILDINGS IN ALL CONDITIONS. CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE OF LANDSCAPE AREAS SHALL BE 3" BELOW THE TOP OF ADJACENT WALKS AND CURBS PRIOR TO RECEIVING DECOMPOSED GRANITE OR GRASS SEED/SOD.
6. ALL SIGNS AND SIGNAGE REQUIRE A CITY OF SURPRISE SEPARATE PERMIT.
7. SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02. TREES, SHRUBS, AND OTHER LANDSCAPING ARE PERMITTED WITHIN THE SIGHT VISIBILITY TRIANGLE PROVIDED LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ARE KEPT BELOW 30 INCHES OR ABOVE 84 INCHES, PER SURPRISE EDS DETAIL 4-01.
8. THE LANDSCAPE AND IRRIGATION DESIGN WILL COMPLY WITH CITY OF SURPRISE EDS PER CHAPTER 8.
9. ALL LANDSCAPING SHALL BE LOCATED A MINIMUM OF FIVE FEET FROM ANY FIRE HYDRANT, WATER METER, OR VAULT.

SPECIAL NOTES:

1. TREE ROOT BARRIERS ARE REQUIRED PER CITY OF SURPRISE EDS STD. 8-14 WHEN TREES ARE WITHIN 3" OF SIDEWALKS, CURBS, PAVEMENT OR WALLS.
2. CONTRACTOR TO INSTALL ALL MATERIALS AS SPECIFIED IN THE PLAN SET, OR AN APPROVED EQUIVALENT BY THE OWNER/LANDSCAPE ARCHITECT.
3. STREET TREES WILL BE LOCATED IN THE LANDSCAPED AREA BETWEEN THE SIDEWALKS AND CURB. LOCAL STREETS WILL HAVE A MINIMUM OF ONE 24-INCH BOX TREE AND FOUR FIVE-GALLON SHRUBS AND/OR GROUND COVER PLANTS PER HOME FRONTAGE FOR LOTS UP TO 50 FEET WIDE. HOMES WITH FRONTAGES GREATER THAN 50 FEET WIDE WILL HAVE AN ADDITIONAL TREE AND TWO SHRUBS AND/OR GROUNDCOVER PLANTS.
4. TREE SPECIES PERMITTED WITHIN THE R.O.W.:
 - ACACIA SALICINA (WILLOW ACACIA)
 - ACACIA STENOPHYLLA (SHOESTRING ACACIA)
 - ACACIA WILLARDIANA (PALO BLANCO)
 - CALLISTEMON RIGIDUS (BOTTLEBRUSH)
 - QUERCUS VIRGINIANA (SOUTHERN LIVE OAK)
 - SOPHORA SECUNDIFLORA (TEXAS MOUNTAIN LAUREL)
 - CHILOPSIS LINEARIS (DESERT WILLOW)
 - OLEA EUROPAEA (SWAN HILL OLIVE)
 - FRAXINUS GREGGII (LITTLE LEAF ASH)
5. TREES WITH THORNS ARE TO BE LOCATED A MINIMUM OF 10' FROM PEDESTRIAN ROUTES.
6. DEVELOPER RESERVES THE RIGHT TO REPLACE ANY TREE, OUTSIDE OF THE R.O.W., WITH A SALVAGED TREE OF EQUAL OR GREATER SIZE THAN WHAT IS SPECIFIED.
7. ALL IRRIGATION PIPING SHALL BE INSTALLED IN PURPLE PIPING, PER CITY OF SURPRISE EDS STD. 8.2(5).
8. HOMES LOCATED ON INTERSECTIONS ARE REQUIRED TO HAVE THE SIDE YARD LANDSCAPING AT THE RATE OF (1) 24" BOX TREE AND (4) 5 GALLON SHRUBS AND/OR GROUNDCOVER PLANTS PER 25 LINEAR FEET INCLUDED WITH THE FRONT YARD LANDSCAPING BY THE DEVELOPER.

OWNER/DEVELOPER

COURTLAND HOMES, INC.
4160 W. KITTY HAWK
CHANDLER, AZ 85226
CONTACT: HANS KOPPENHOEFFER
480-893-7575
hans.koppenhoeffer@courtlandhomes.com

ENGINEER

COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
CONTACT: NEPHITALY HERNANDEZ
602-805-7558
nhernandez@cvcici.com

LANDSCAPE ARCHITECT

McGOUGH ADAMSON
535 E. MCKELLIPS ROAD, STE 131
MESA, ARIZONA 85203
CONTACT: NICK ADAMSON, RLA
602-997-9093
nicka@mg-az.com

SHEET INDEX

SHEET #	DESCRIPTION
L0.1	COVER SHEET
L1.1 - L1.7	PLANTING PLAN
L2.0 - L2.7	IRRIGATION PLAN
L3.1	WALL PLAN
L4.1 - L4.3	DETAILS

PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME	QTY.	SIZE	COMMENTS
TREES				
	CHILOPSIS LINEARIS - DESERT WILLOW *	43	24" BOX	STANDARD
	PARKINSONIA X 'DESERT MUSEUM' - DESERT MUSEUM PALO VERDE	10	24" BOX	STANDARD
	PROSOPIS X 'RIO SALADO' - RIO SALADO THORNLESS MESQUITE	11	24" BOX	STANDARD
* INDICATES CITY OF SURPRISE APPROVED R.O.W. TREE				
SHRUBS				
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY DUSTER	38	5 GAL	FULL CAN
	ENCELIA FARINOSA - BRITTLEBUSH	38	5 GAL	FULL CAN
	HYPTIS EMORYI - DESERT LAVENDER	14	5 GAL	FULL CAN
	JUSTICIA CALIFORNICA - CHUPAROSA	49	5 GAL	FULL CAN
	LARREA TRIDENTATA - CREOSOTE BUSH	17	5 GAL	FULL CAN
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE	83	5 GAL	FULL CAN
	SIMMONDSIA CHINENSIS - JOJOBA	26	5 GAL	FULL CAN
	SPHAERALCEA AMBIGUA - GLOBE MALLOW	33	5 GAL	FULL CAN
ACCENTS				
	AGAVE AMERICANA - AMERICAN AGAVE	30	5 GAL	FULL CAN
	AGAVE PARRII - PARRY'S AGAVE	53	5 GAL	FULL CAN
	ASCLEPIUS SUBULATA - DESERT MILKWEED	47	5 GAL	FULL CAN
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS	48	5 GAL	FULL CAN
	DASYLIRION WHEELERI - DESERT SPOON	38	5 GAL	FULL CAN
	ECHINOCEREUS GRUSONII - GOLDEN BARREL CACTUS	11	5 GAL	MIN. 8" Ø
	EUPHORBIA ANTISYPHILITICA - CANDELILLA	31	5 GAL	FULL CAN
	FOUQUIERIA SPLENDENS - OCOTILLO	15	8-10 CANES	BARE ROOT
	HESPERALOE PARVIFLORA 'PERPA' - BRAKELIGHTS RED YUCCA	73	5 GAL	FULL CAN
	MUHLENBERGIA RIGENS - DEER GRASS	19	5 GAL	FULL CAN
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR	8	5 GAL	3 PADS MIN.
GROUND COVERS				
	ACACIA REDOLENS - TRAILING ACACIA	11	5 GAL	FULL CAN
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BUR-SAGE	47	5 GAL	FULL CAN
	BAILEYA MULTIRADIATA - DESERT MARIGOLD	43	5 GAL	FULL CAN
	EREMOPHILA GLABRA 'MINGENEW GOLD' - OUTBACK SUNRISE EMU	40	5 GAL	FULL CAN
	DECOMPOSED GRANITE - 1" SCREENED, COLOR TO BE 'MOUNTAIN VISTA BROWN' BY KILAUEA CRUSHERS. D.G. TO BE INSTALLED AT 2" DEPTH MIN.	57,713 SQ. FT.		

Administrative Approval

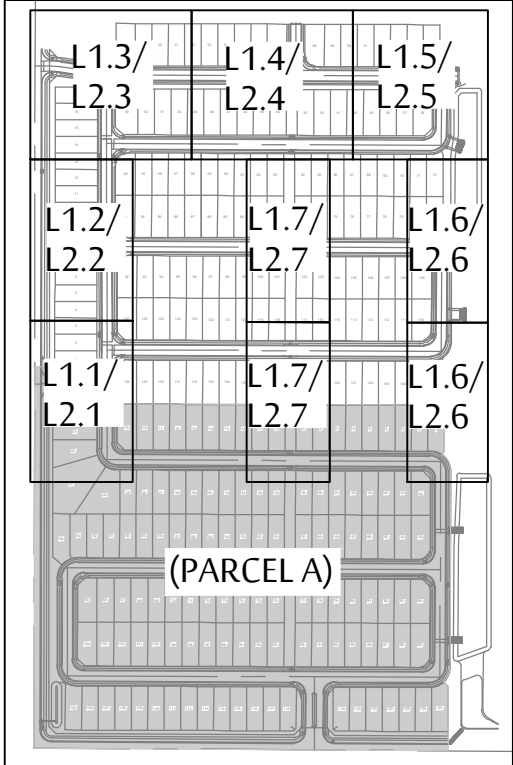
Community Development Director

Date:

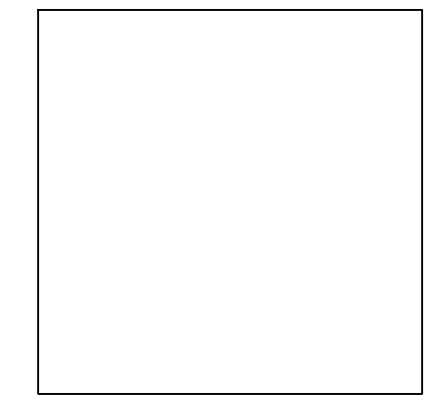
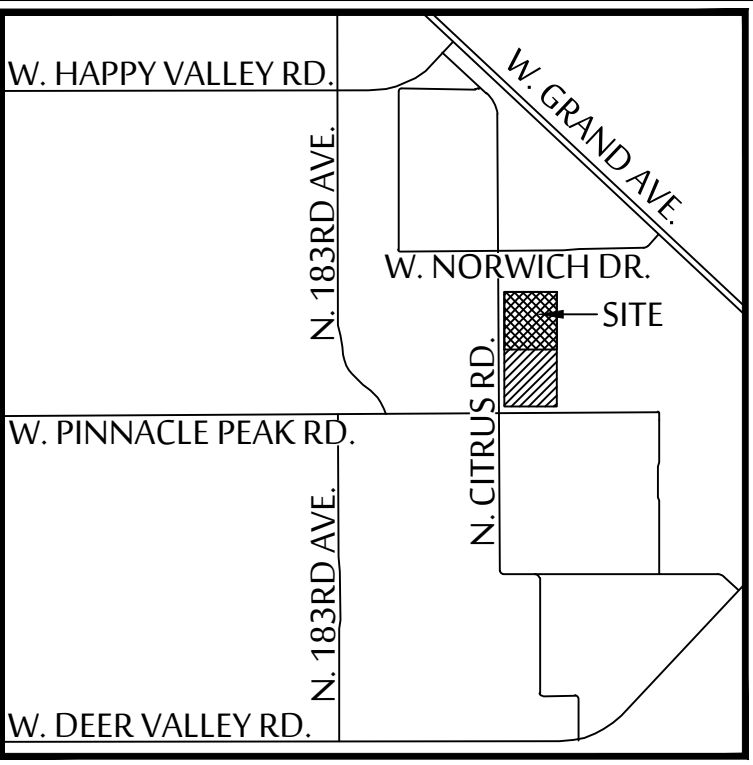
City Engineer

Date:

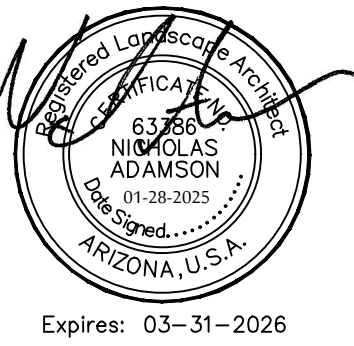
KEY MAP



VICINITY MAP



535 E. MCKELLIPS RD. SUITE 131
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COVER SHEET
NORTH COPPER CANYON
- PARCEL 7.1

NEC OF N. CITRUS ROAD & W. PINNACLE PEAK ROAD
SURPRISE, ARIZONA 85387

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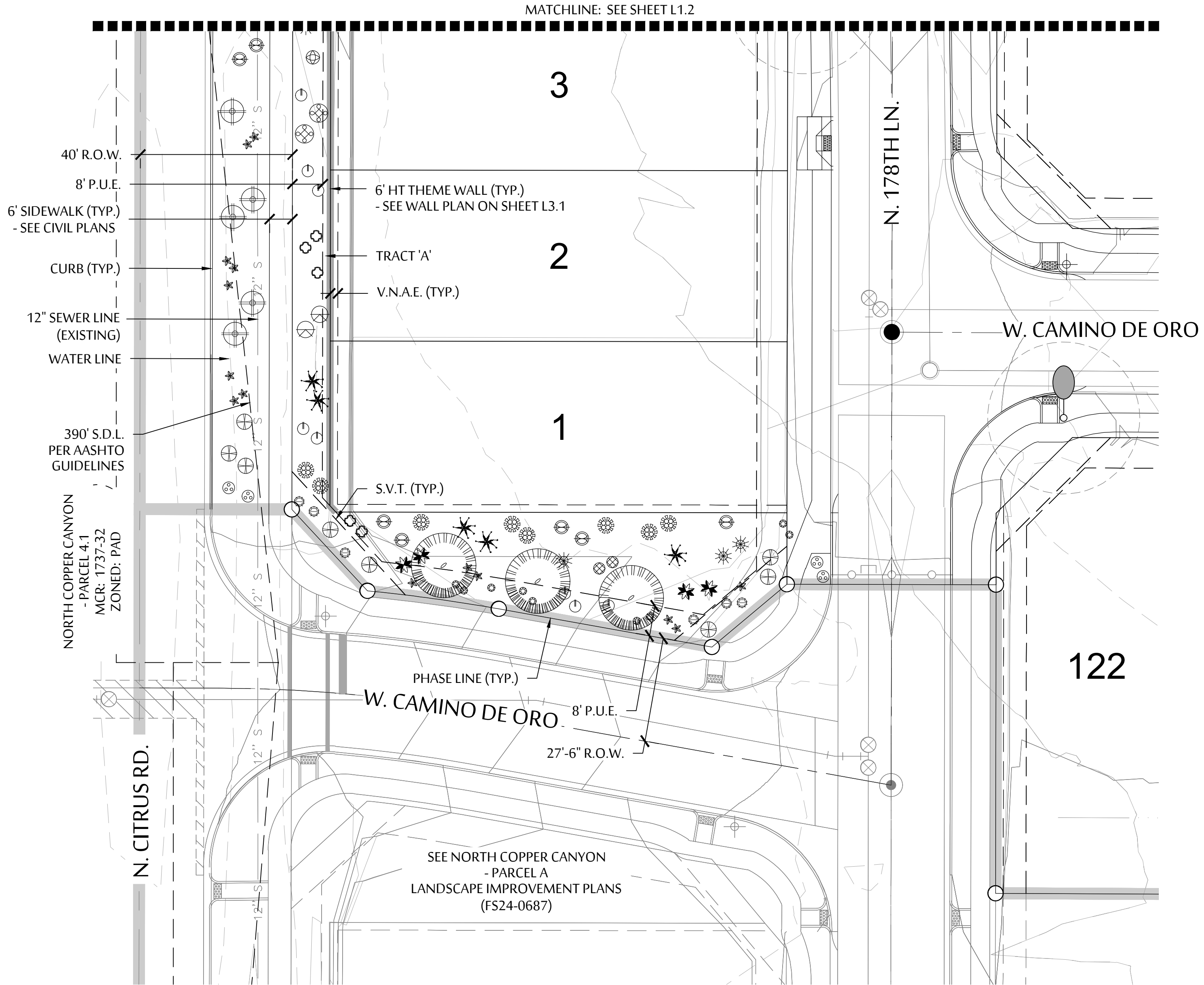
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JOB NO. _____
DATE: 01-28-25
DRAWN BY: EH, BD
CHECKED BY: NA

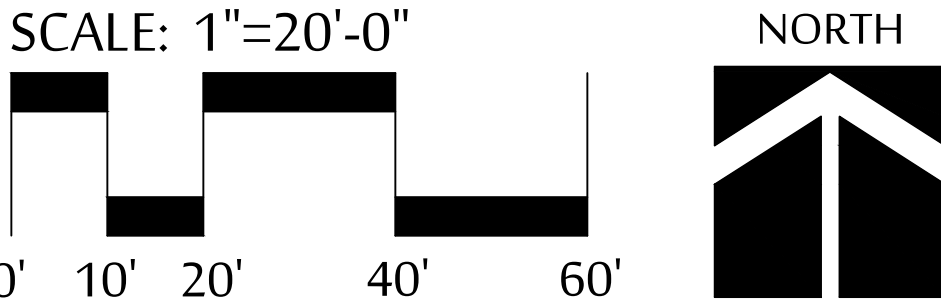
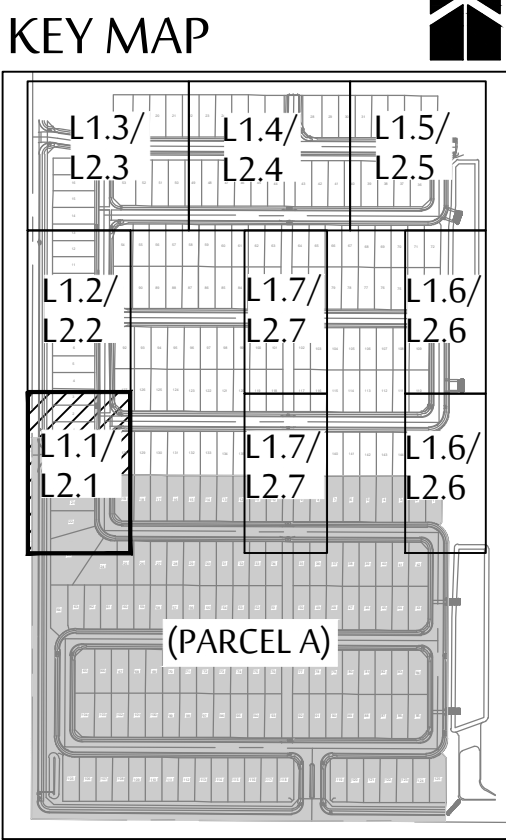
REVISIONS: _____

CASE NUMBER: FS24-0823

SHEET NO.
L0.1



PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	CHILOPSIS LINEARIS - DESERT WILLOW *
	PARKINSONIA X 'DESERT MUSEUM' - DESERT MUSEUM PALO VERDE
	PROSOPIS X 'RIO SALADO' - RIO SALADO THORNLESS MESQUITE
	* INDICATES CITY OF SURPRISE APPROVED R.O.W. TREE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY DUSTER
	ENCELIA FARINOSA - BRITTLEBUSH
	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	AGAVE PARRII - PARRY'S AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	ECHINOCEREUS GRUSONII - GOLDEN BARREL CACTUS
	EUPHORBIA ANTISYPHILITICA - CANDELILLA
	FOUQUIERIA SPLENDENS - OCOTILLO
	HESPERALOE PARVIFLORA 'PERPA' - BRAKELIGHTS RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	ACACIA REDOLENS - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BUR-SAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	EREMOPHILA GLABRA 'MINGENEW GOLD' - OUTBACK SUNRISE EMU
	DECOMPOSED GRANITE - 1" SCREENED, COLOR TO BE 'MOUNTAIN VISTA BROWN' BY KILAUEA CRUSHERS. D.G. TO BE INSTALLED AT 2" DEPTH MIN.



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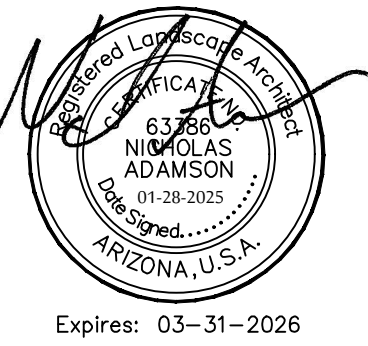


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PLANTING PLAN

NORTH COPPER CANYON
- PARCEL 7.1

NEC OF N. CITRUS ROAD & W. PINNACLE PEAK ROAD
SURPRISE, ARIZONA 85387

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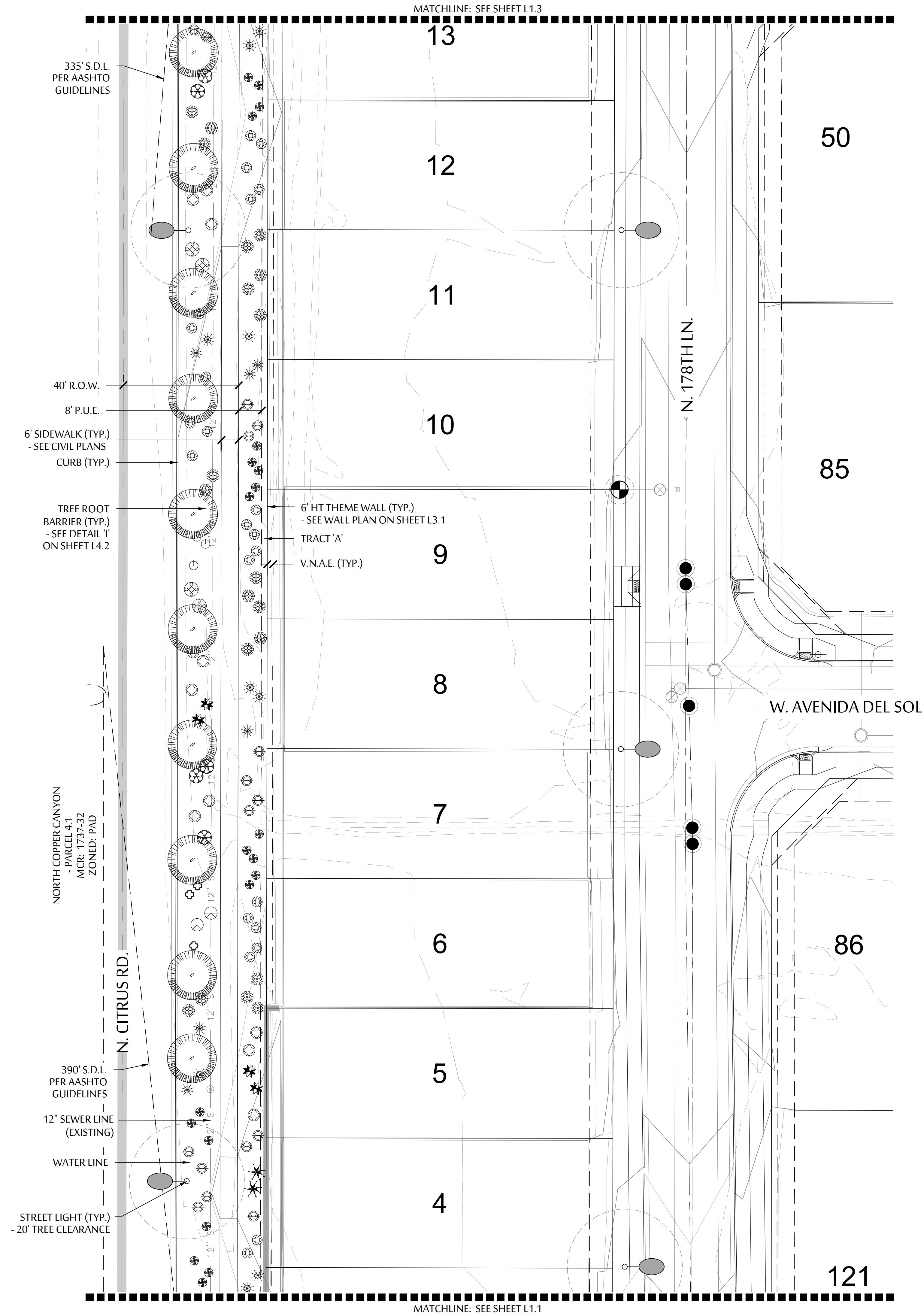
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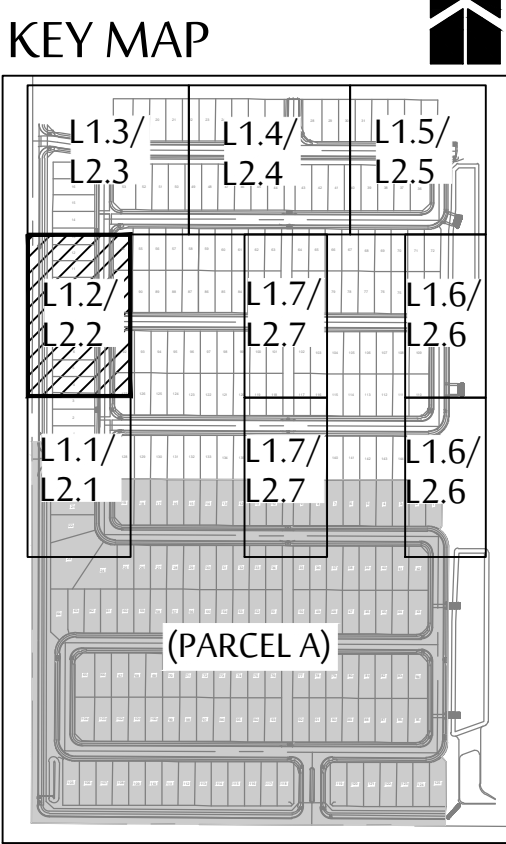
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CASE NUMBER: FS24-0823

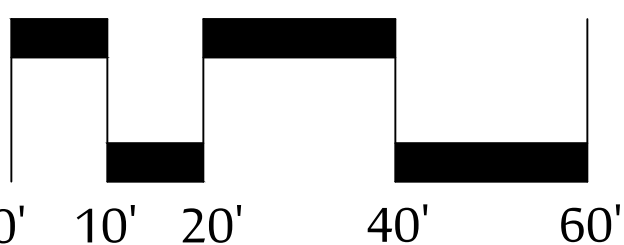
SHEET NO.
L1.1



SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	CHILOPSIS LINEARIS - DESERT WILLOW *
	PARKINSONIA X 'DESERT MUSEUM' - DESERT MUSEUM PALO VERDE
	PROSOPIS X 'RIO SALADO' - RIO SALADO THORNLESS MESQUITE
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SCALE: 1"=20'-0"



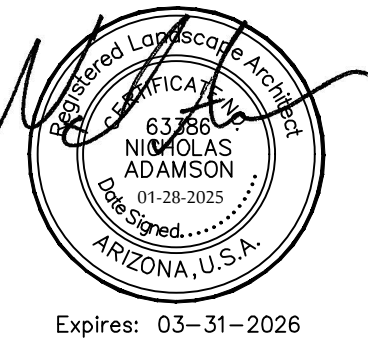
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PLANTING PLAN

NORTH COPPER CANYON
- PARCEL 7.1

NEC OF N. CITRUS ROAD & W. PINNACLE PEAK ROAD
SURPRISE, ARIZONA 85387

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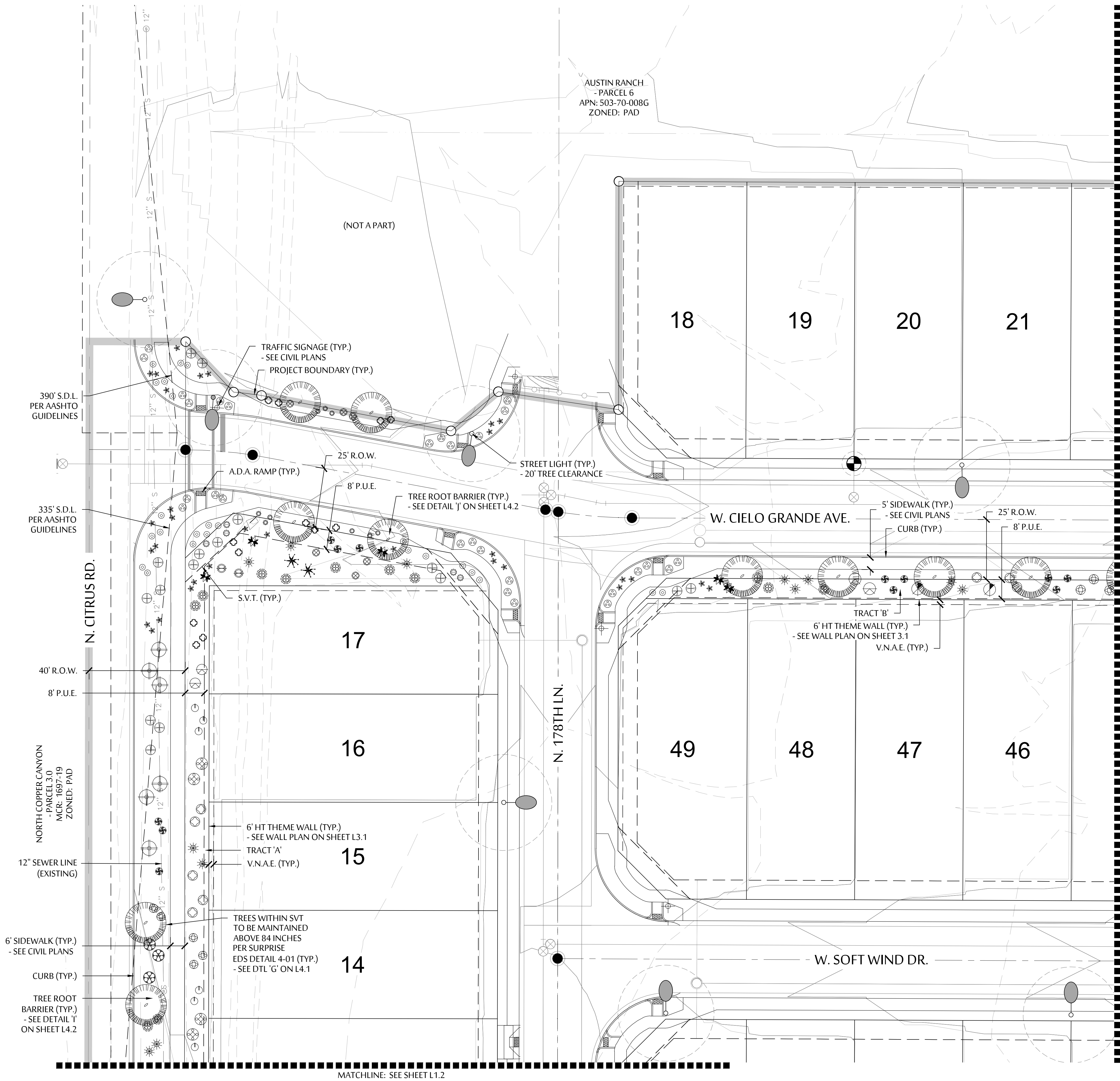
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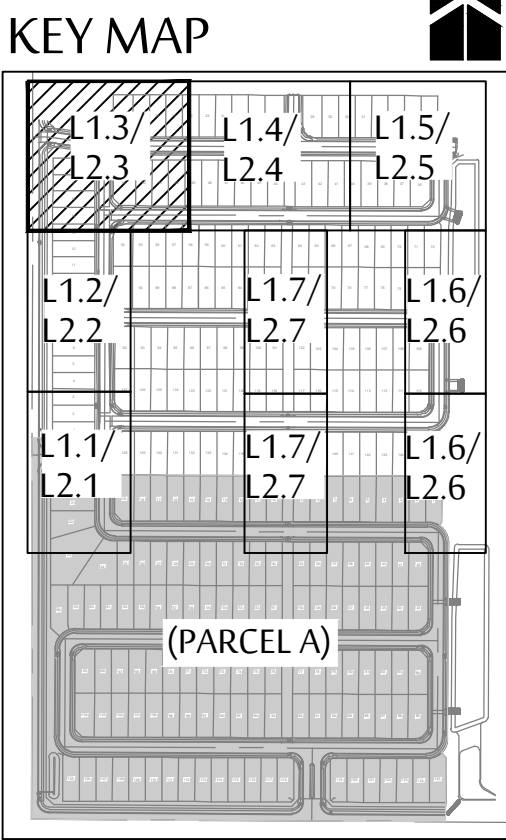
REVISIONS: _____

CASE NUMBER: FS24-0823

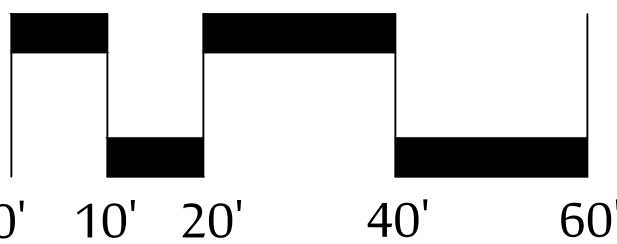
SHEET NO.
L1.2



PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	CHILOPSIS LINEARIS - DESERT WILLOW *
	PARKINSONIA X 'DESERT MUSEUM' - DESERT MUSEUM PALO VERDE
	PROSOPIS X 'RIO SALADO' - RIO SALADO THORNLESS MESQUITE
* INDICATES CITY OF SURPRISE APPROVED R.O.W. TREE	
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	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
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	AGAVE PARRII - PARRY'S AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
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	FOUQUIERIA SPLENDENS - OCOTILLO
	HESPERALOE PARVIFLORA 'PERPA' - BRAKELIGHTS RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
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SCALE: 1"=20'-0"



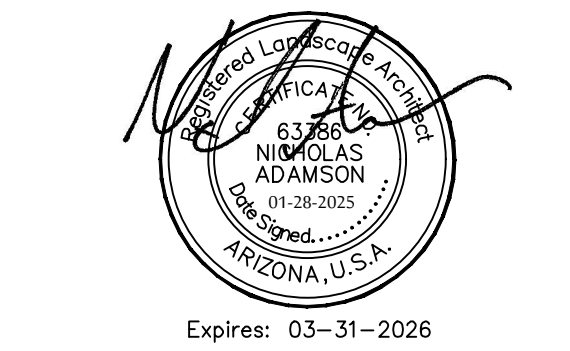
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PLANTING PLAN

NORTH COPPER CANYON
- PARCEL 7.1

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SURPRISE, ARIZONA 85387

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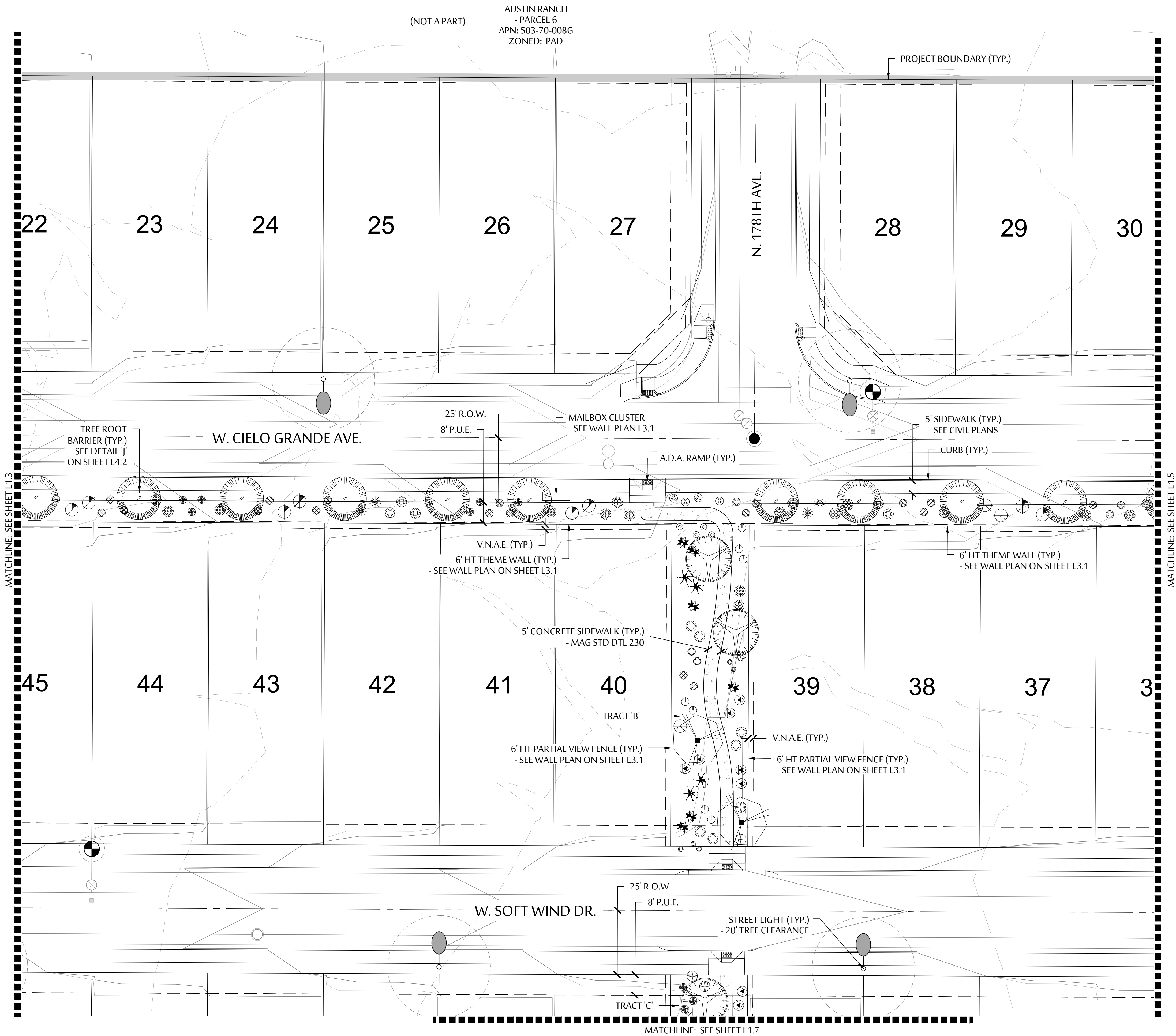
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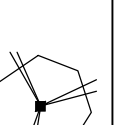
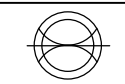
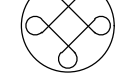
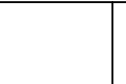
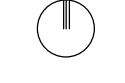
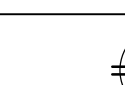
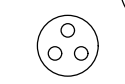
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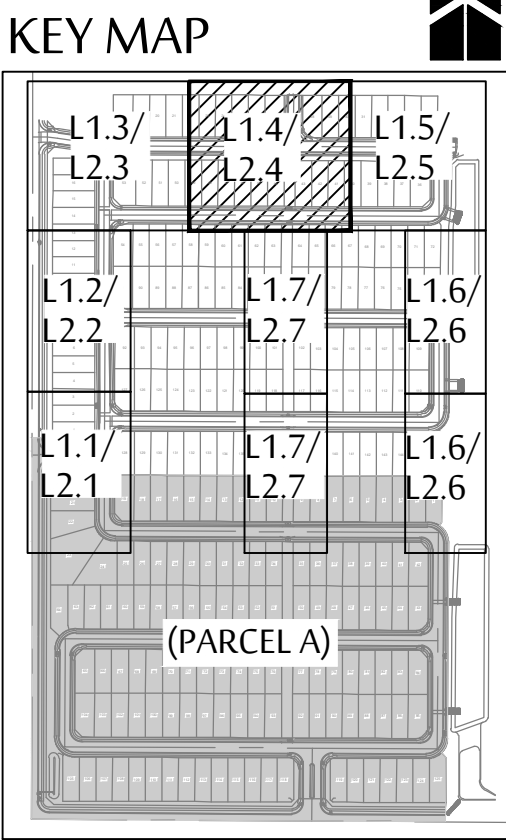
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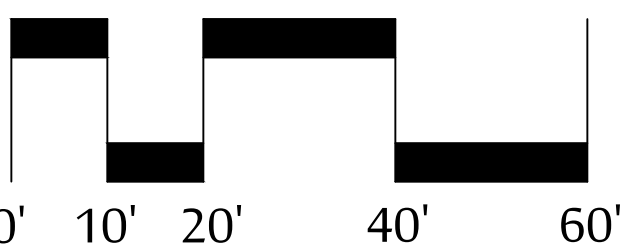
SHEET NO.
L1.3



SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	CHILOPSIS LINEARIS - DESERT WILLOW *
	PARKINSONIA X 'DESERT MUSEUM' - DESERT MUSEUM PALO VERDE
	PROSOPIS X 'RIO SALADO' - RIO SALADO THORNLESS MESQUITE
* INDICATES CITY OF SURPRISE APPROVED R.O.W. TREE	
SHRUBS	
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	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	AGAVE PARRII - PARRY'S AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
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	ECHINOCEREUS GRUSONII - GOLDEN BARREL CACTUS
	EUPHORBIA ANTISYPHILITICA - CANDELILLA
	FOUQUIERIA SPLENDENS - OCOTILLO
	HESPERALOE PARVIFLORA 'PERPA' - BRAKELIGHTS RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	ACACIA REDOLENS - TRAILING ACACIA
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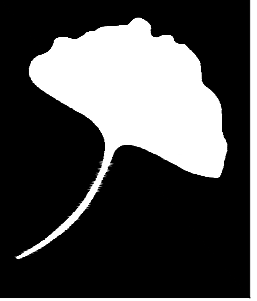
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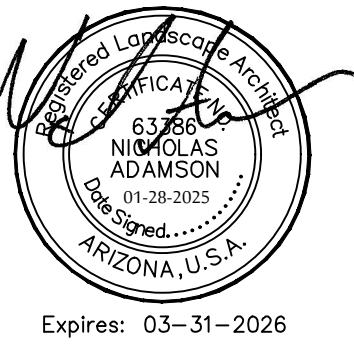
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PLANTING PLAN

NORTH COPPER CANYON
- PARCEL 7.1

NEC OF N. CITRUS ROAD & W. PINNACLE PEAK ROAD
SURPRISE, ARIZONA 85387

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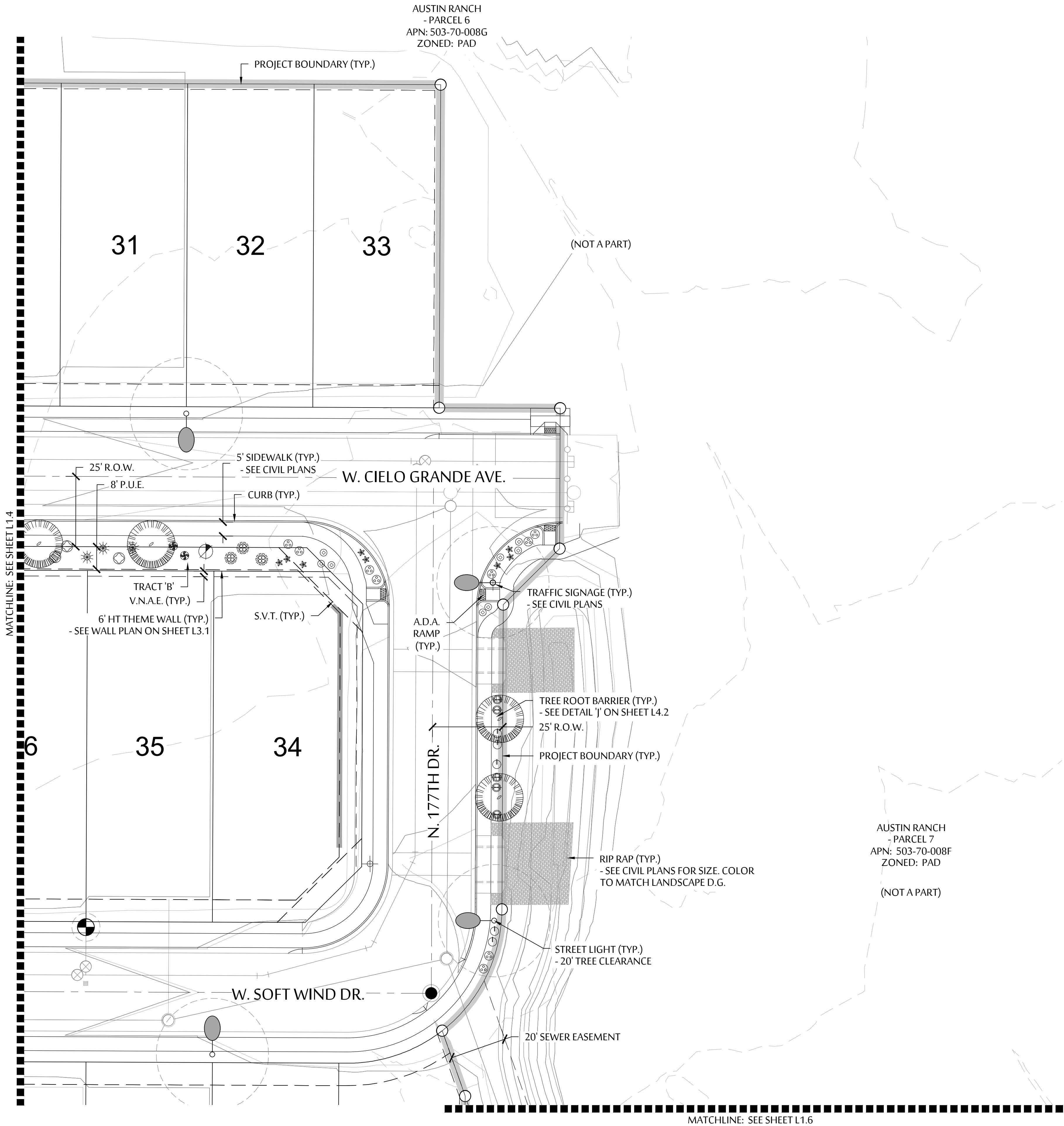
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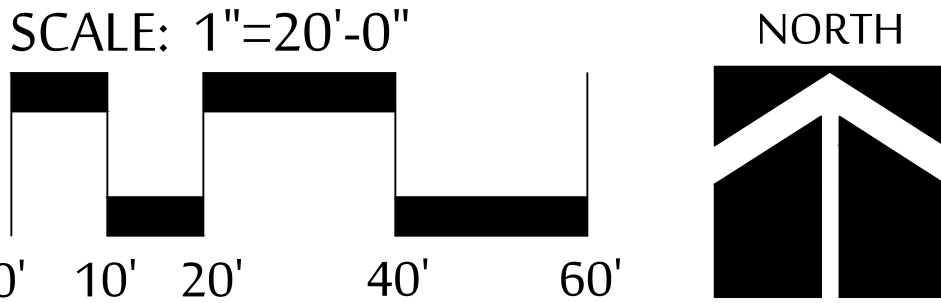
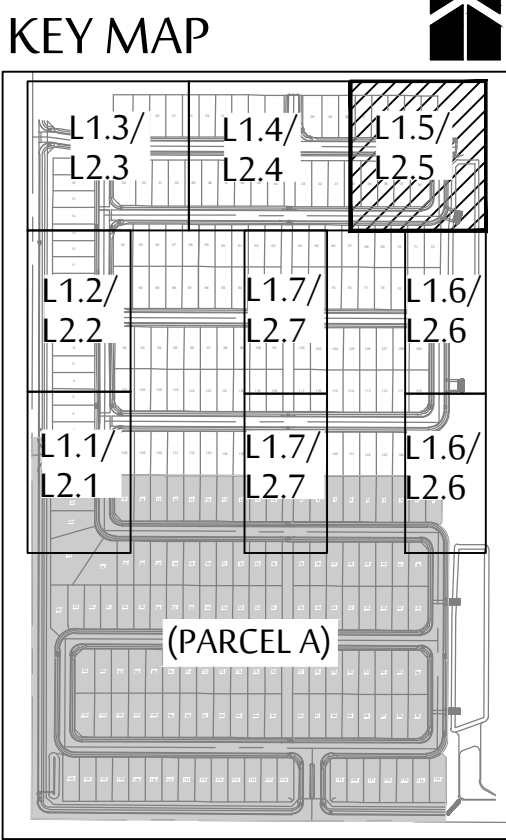
REVISIONS: _____

CASE NUMBER: FS24-0823

SHEET NO.
L1.4



SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	CHILOPSIS LINEARIS - DESERT WILLOW *
	PARKINSONIA X 'DESERT MUSEUM' - DESERT MUSEUM PALO VERDE
	PROSOPIS X 'RIO SALADO' - RIO SALADO THORNLESS MESQUITE
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	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE
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	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
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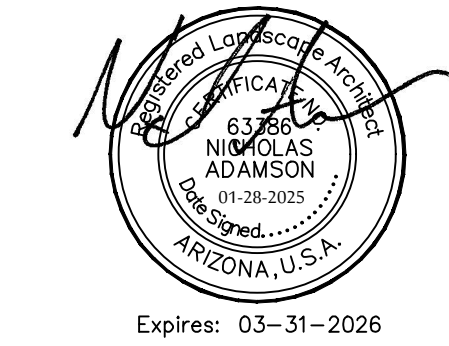
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PLANTING PLAN

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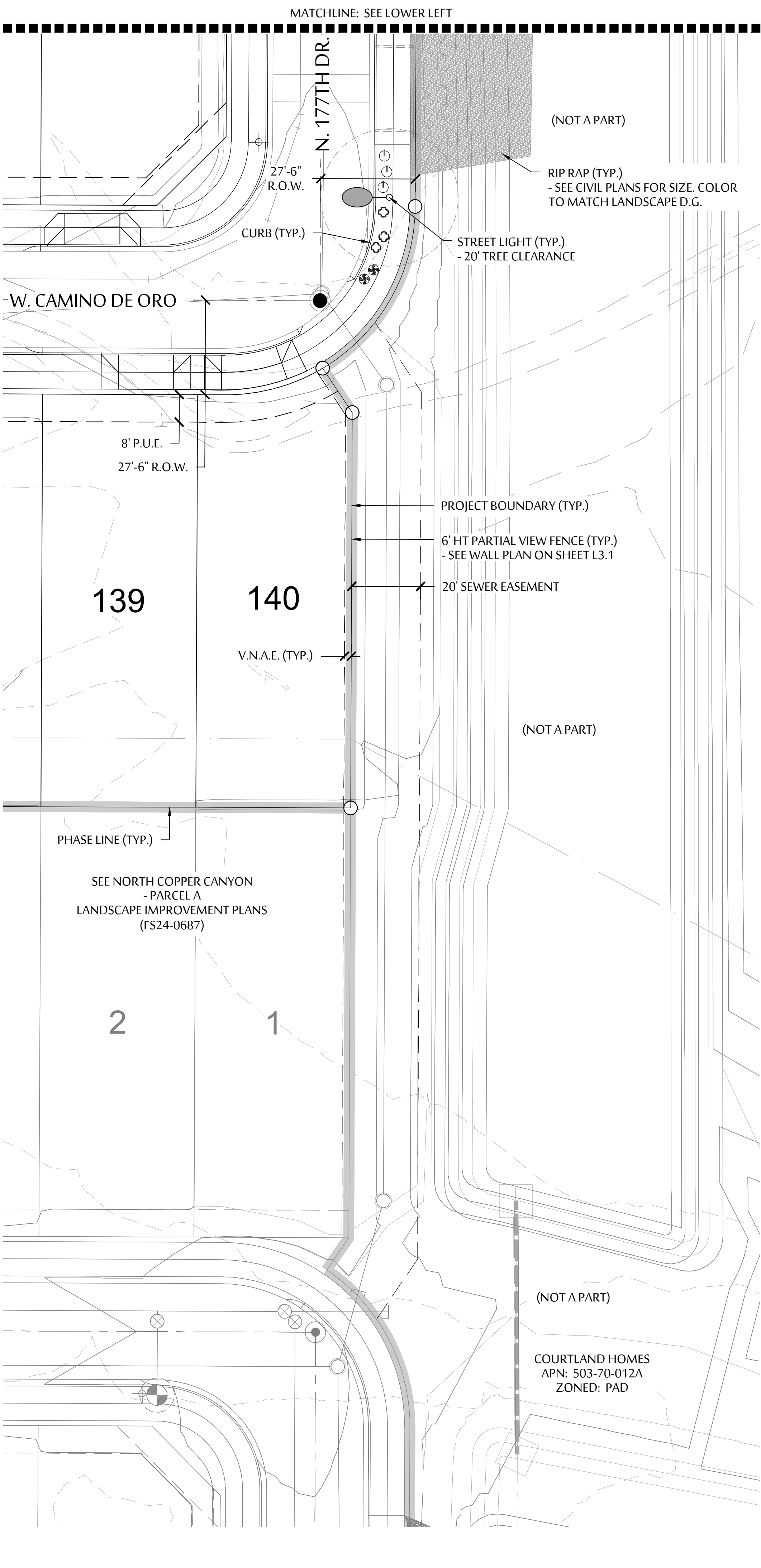
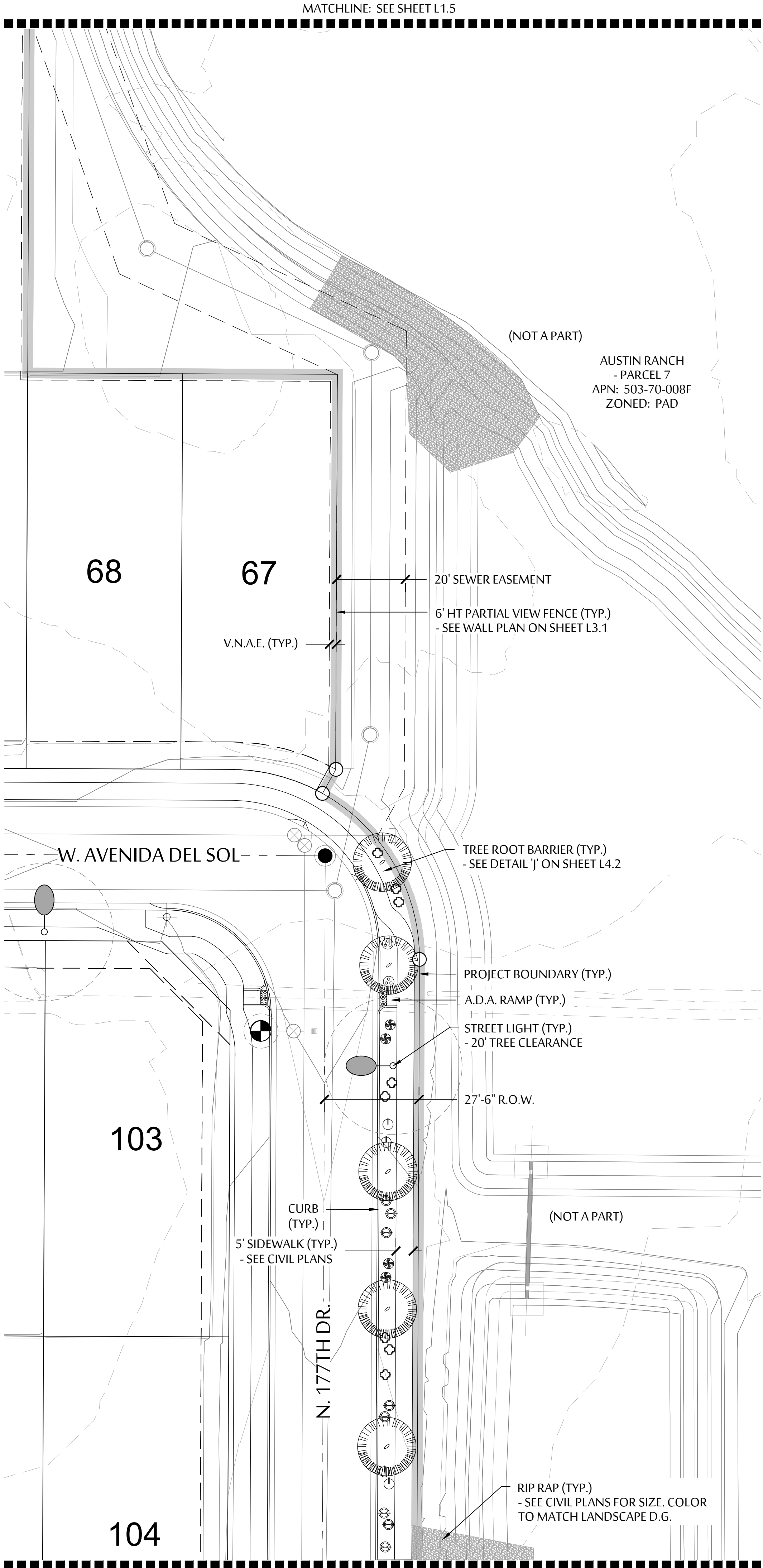
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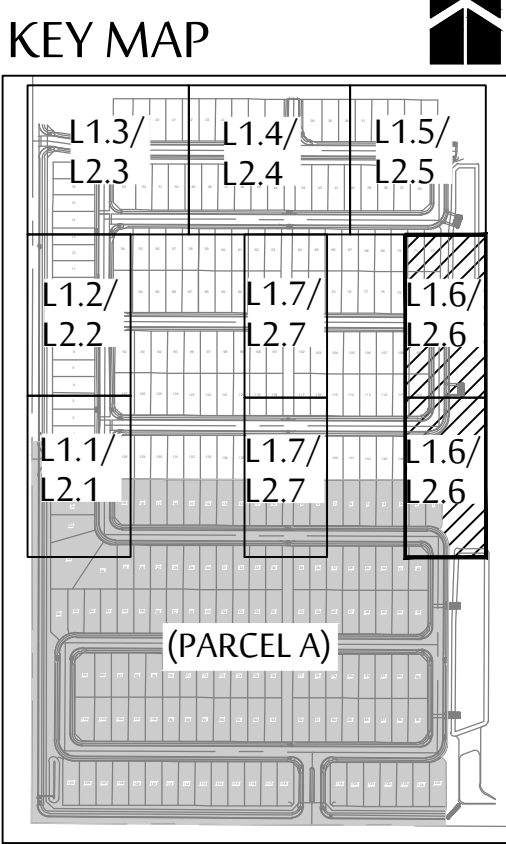
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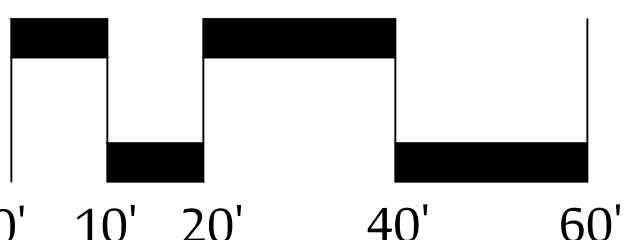
SHEET NO.
L1.5



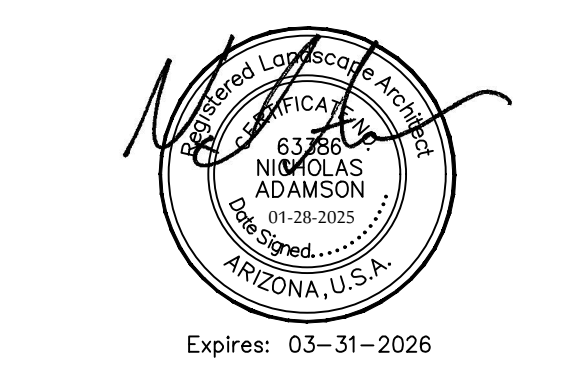
PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	CHILOPSIS LINEARIS - DESERT WILLOW *
	PARKINSONIA X 'DESERT MUSEUM' - DESERT MUSEUM PALO VERDE
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	DECOMPOSED GRANITE - 1" SCREENED, COLOR TO BE 'MOUNTAIN VISTA BROWN' BY KILAUEA CRUSHERS. D.G. TO BE INSTALLED AT 2" DEPTH MIN.



SCALE: 1"=20'-0"



535 E. MCKELLIPS RD. SUITE 131
MESA, ARIZONA 85203
PHONE: (602) 997-9093



PLANTING PLAN
NORTH COPPER CANYON
- PARCEL 7.1
NEC OF N. CITRUS ROAD & W. PINNACLE PEAK ROAD
SURPRISE, ARIZONA 85387

These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

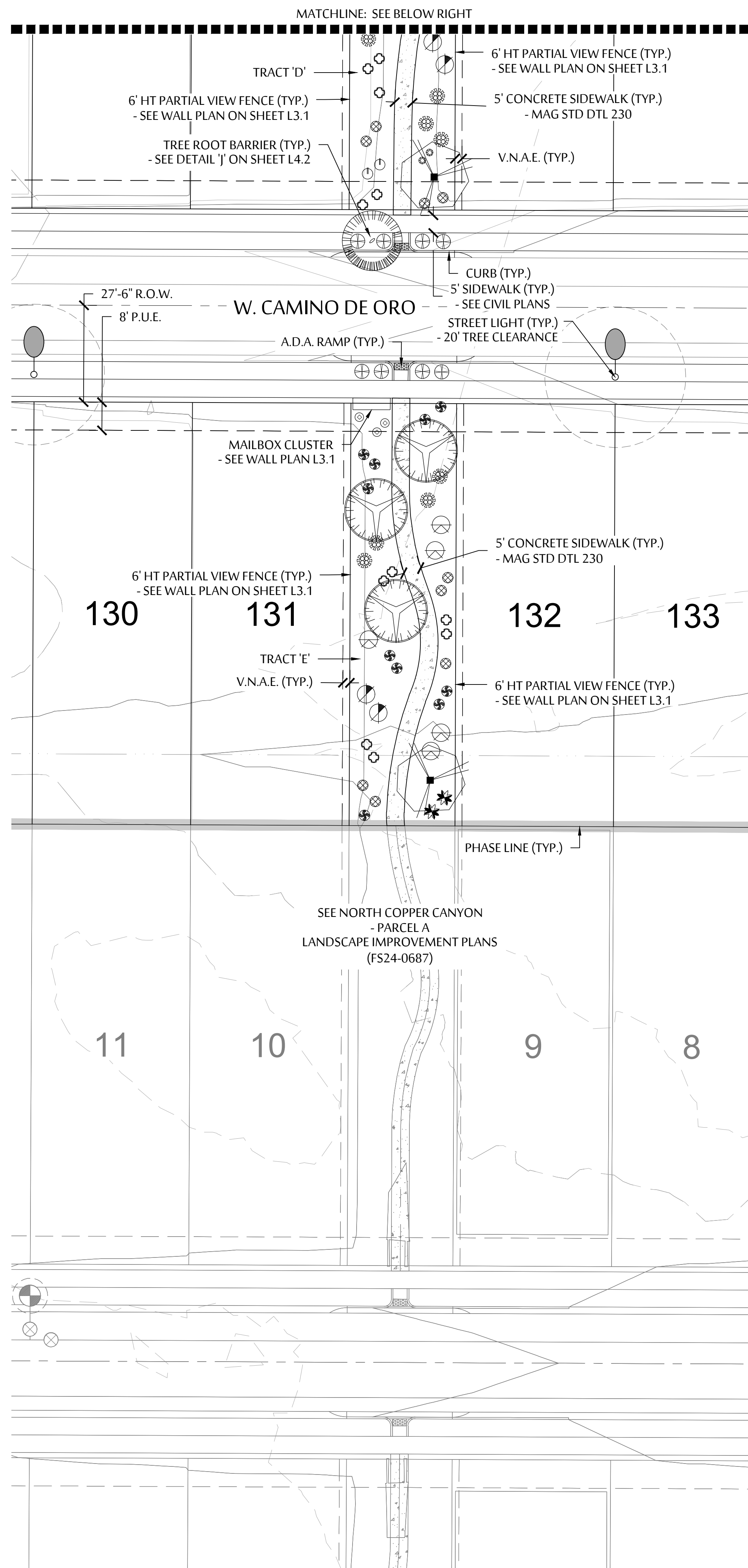
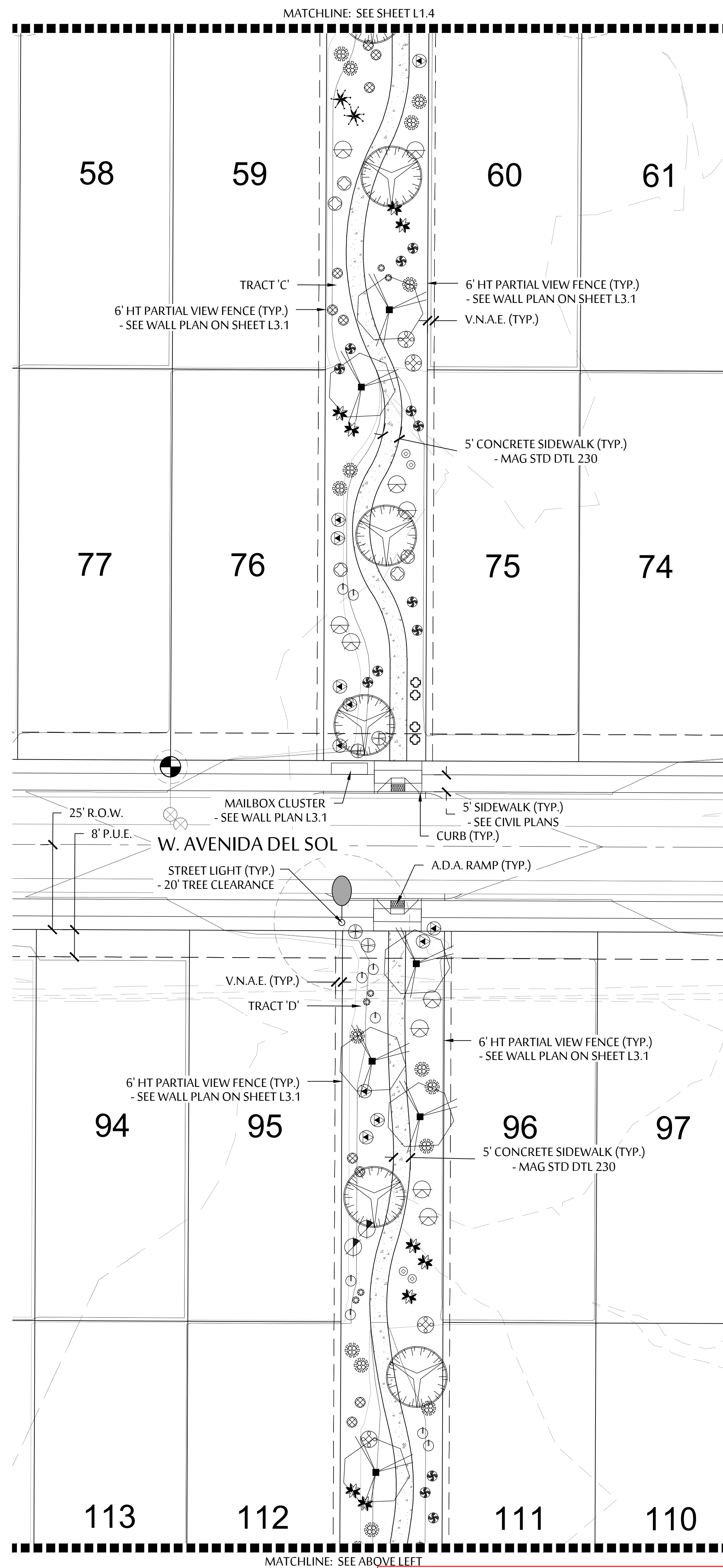
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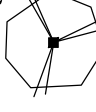
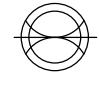
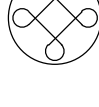
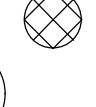
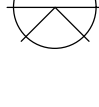
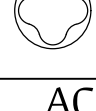
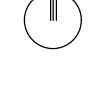
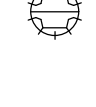
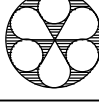
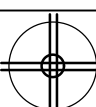
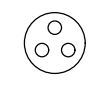
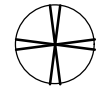
JOB NO. _____
DATE: 01-28-25
DRAWN BY: EH, BD
CHECKED BY: NA

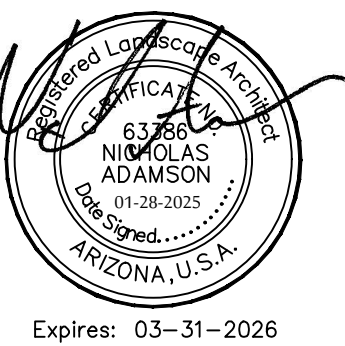
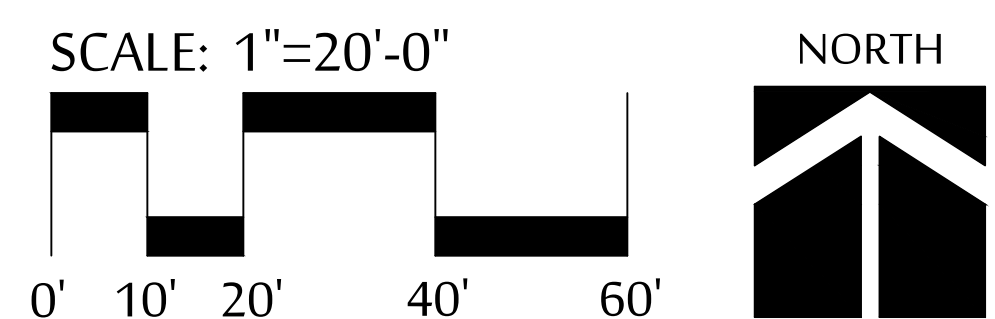
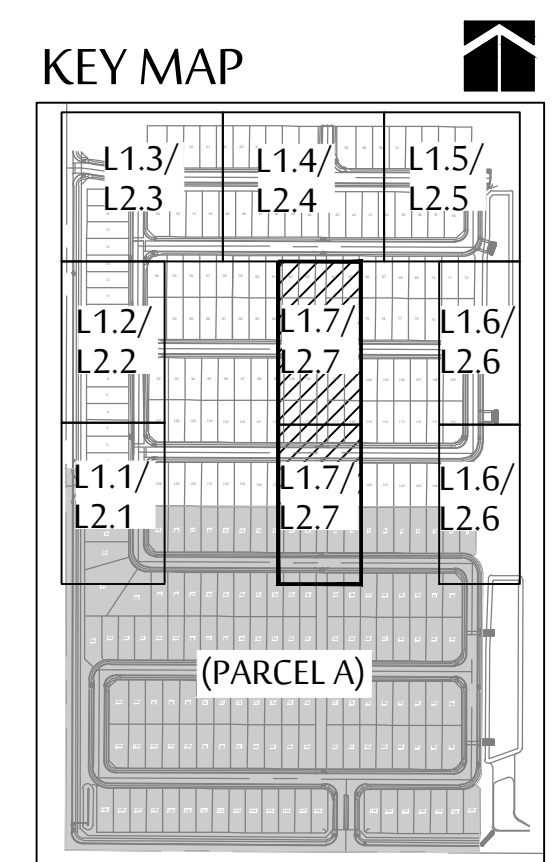
REVISIONS: _____

CASE NUMBER: FS24-0823

SHEET NO.
L1.6



PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	CHILOPSIS LINEARIS - DESERT WILLOW *
	PARKINSONIA X 'DESERT MUSEUM' - DESERT MUSEUM PALO VERDE
	PROSOPIS X 'RIO SALADO' - RIO SALADO THORNLESS MESQUITE
	* INDICATES CITY OF SURPRISE APPROVED R.O.W. TREE
SHRUBS	
	CALLIANDRA ERIOPHYLLA - NATIVE FAIRY DUSTER
	ENCELIA FARINOSA - BRITTLEBUSH
	HYPTIS EMORYI - DESERT LAVENDER
	JUSTICIA CALIFORNICA - CHUPAROSA
	LARREA TRIDENTATA - CREOSOTE BUSH
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	SIMMONDSIA CHINENSIS - JOJOBA
	SPHAERALCEA AMBIGUA - GLOBE MALLOW
ACCENTS	
	AGAVE AMERICANA - AMERICAN AGAVE
	AGAVE PARRII - PARRY'S AGAVE
	ASCLEPIUS SUBULATA - DESERT MILKWEED
	BOUTELOUA GRACILIS - BLONDE AMBITION GRASS
	DASYLIRION WHEELERI - DESERT SPOON
	ECHINOCEREUS GRUSONII - GOLDEN BARREL CACTUS
	EUPHORBIA ANTISYPHILITICA - CANDELILLA
	FOUQUIERIA SPLENDENS - OCOTILLO
	HESPERALOE PARVIFLORA 'PERPA' - BRAKELIGHTS RED YUCCA
	MUHLENBERGIA RIGENS - DEER GRASS
	OPUNTIA ENGELMANNII - NATIVE PRICKLY PEAR
GROUND COVERS	
	ACACIA REDOLENS - TRAILING ACACIA
	AMBROSIA DELTOIDEA - TRIANGLE LEAF BUR-SAGE
	BAILEYA MULTIRADIATA - DESERT MARIGOLD
	EREMOPHILA GLABRA 'MINGENOW GOLD' - OUTBACK SUNRISE EMU
	DECOMPOSED GRANITE - 1" SCREENED, COLOR TO BE 'MOUNTAIN VISTA BROWN' BY KILAUEA CRUSHERS. D.G. TO BE INSTALLED AT 2" DEPTH MIN.



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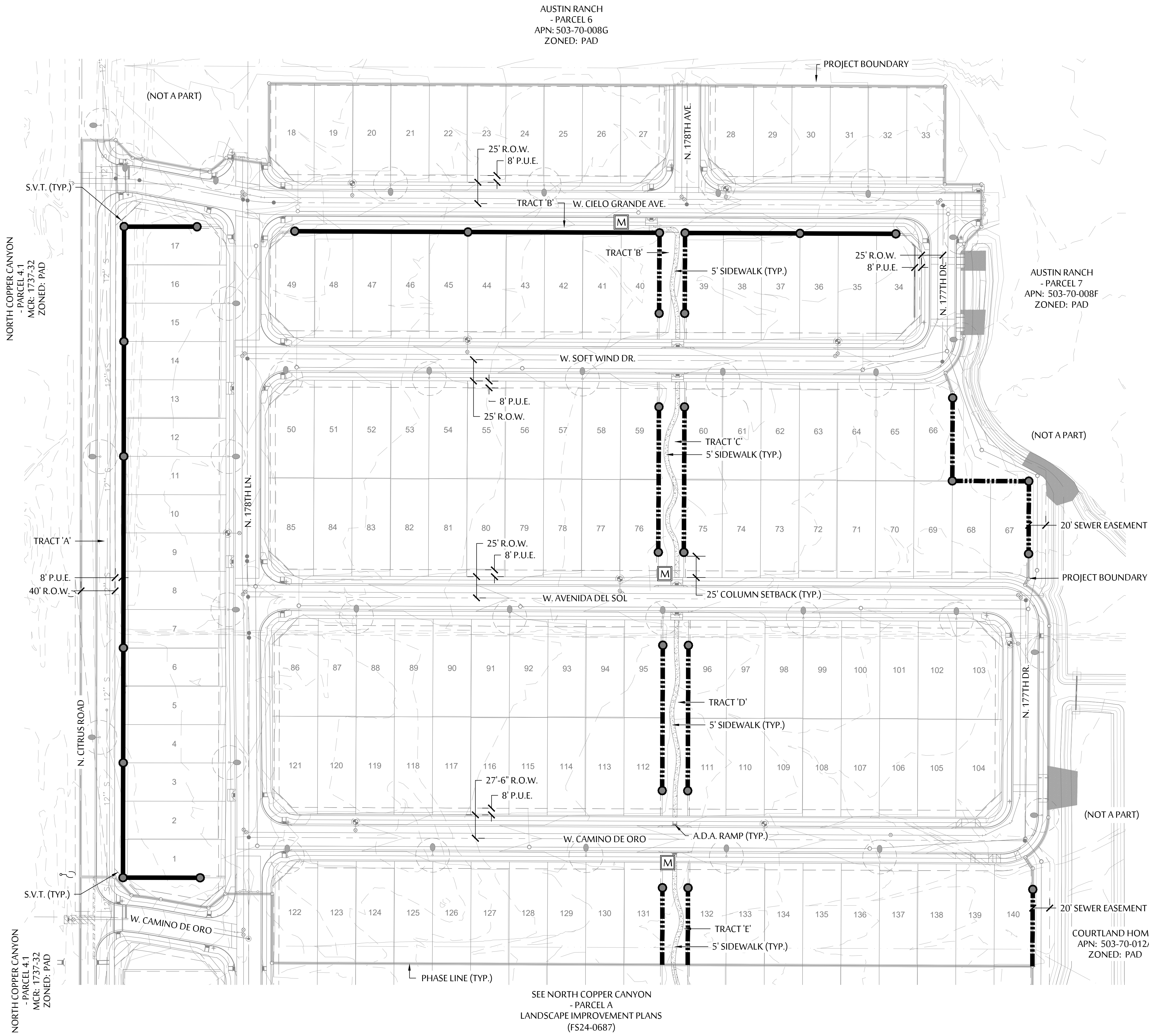
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JOB NO. _____
DATE: 01-28-25
DRAWN BY: EH, BD
CHECKED BY: NA

REVISIONS:

CASE NUMBER: FS24-0823

SHEET NO.
L1.7

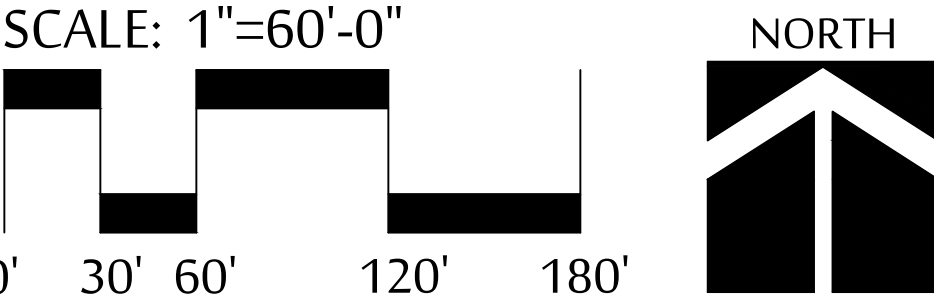
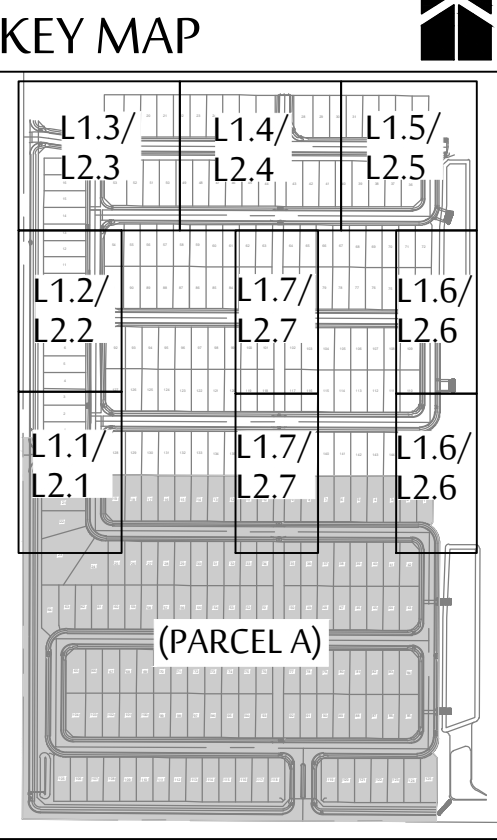


	PRIMARY THEME WALL (≈ 1,627 LN.FT.) - SEE DETAIL 'A' ON SHEET L4.1
	PARTIAL VIEW FENCE (≈ 1,487 LN.FT.) - SEE DETAIL 'D' ON SHEET L4.1
	PROJECT THEME COLUMNS - (31) TOTAL - SEE DETAIL 'B' ON SHEET L4.1
	COMMUNITY MAILBOX CLUSTER - (3) TOTAL - SEE DETAIL 'H' ON SHEET L4.1

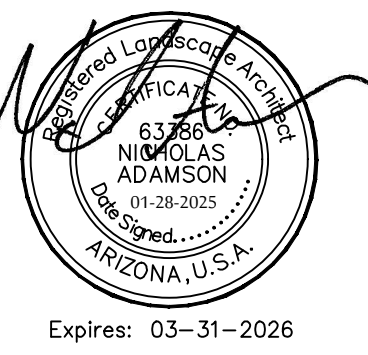
NOTE: QUANTITIES ABOVE ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR TO USE THE FINAL PLAT (SITE PLAN) TO DETERMINE THE QUANTITY OF MATERIALS NECESSARY TO COMPLETE THE WORK.

SPECIAL NOTE:
BUILDER RESERVES THE RIGHT TO REVISE THE SPACING AND/OR QUANTITY OF THEME COLUMNS ON THE PROJECT. GET STRUCTURAL ENGINEERING APPROVAL FOR ANY CHANGES PRIOR TO CONSTRUCTION.

- NOTES:
- ANY QUANTITIES SHOWN ON THIS SHEET ARE FOR CONVENIENCE ONLY. CONTRACTOR TO UTILIZE THE FINAL SITE PLAN TO VERIFY ALL QUANTITIES NECESSARY TO BID AND INSTALL WALLS, COLUMNS AND FENCING.
 - ALL FOOTINGS, WALLS, FENCES AND THEME COLUMNS ARE TO BE LOCATED OUTSIDE OF THE P.U.E., R.O.W., SIGHT VISIBILITY TRIANGLES AND FRONT YARD SETBACKS.
 - THEME COLUMNS AND/OR ENDS OF WALLS ARE TO BE 25'-0" OFF THE BACK OF THE R.O.W. SOME THEME COLUMNS MAY HAVE TO BE LOCATED 30' OFF THE BACK OF THE R.O.W. WHERE SIGHT VISIBILITY TRIANGLE EASEMENTS ARE PRESENT. CONTRACTOR TO INSTALL 6"x6" CONCRETE HEADER FROM THE FRONT OF THE COLUMN (OR END OF WALL) TO THE BACK OF THE SIDEWALK OR STREET FRONTAGE CURB.
 - SIGN REQUIRES A SEPARATE PERMIT. DETAILS ARE FOR INFORMATION ONLY.
 - SEE CIVIL PLANS FOR RETAINING WALL LOCATIONS.



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WALL PLAN
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JOB NO.	
DATE:	01-28-25
DRAWN BY:	EH, BD
CHECKED BY:	NA

REVISIONS:	

CASE NUMBER:	FS24-0823
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SHEET NO.	L3.1
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CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 15, 2025

Contact Person: Jeffrey Murray, DEPUTY CITY
ATTORNEY

Submitting Department: Legal

District: Internal

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

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

Motion:

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

Background:

The City of Surprise City Council Policies and Procedures Manual provides that City Council will review and consider recommendations [by the Rules Committee] in August of even-numbered years, or as soon thereafter as practical.

Objective Analysis:

The proposed amendments to the Manual will accomplish the following:

*Make changes to the Rules for the Public at Council Meeting & Public Hearing Rules, and the Council Meeting Public Comment form.

Policy Compliant:

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

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

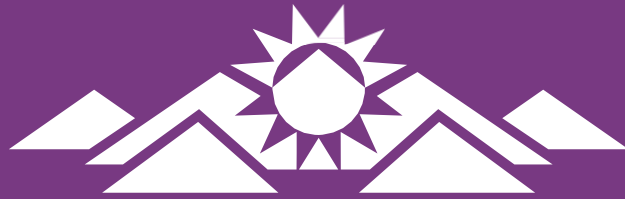
There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 25.04.15 Council Policies and Procedures Manual_Rules Update



SURPRISE
ARIZONA

CITY OF SURPRISE CITY COUNCIL
POLICIES & PROCEDURES
MANUAL



PROLOGUE

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

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

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

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

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

-The Athenian Oath

INTRODUCTION

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

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

RULES OF CONDUCT AND DEMEANOR

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

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

Rule 1. Act in the Public Interest

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

Rule 2. Comply with the Law

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

Rule 3. Professional Conduct

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

Rule 4. Conduct of Public Meetings

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

Rule 5. Transparent Governance

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

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

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

Rule 6. Advocacy

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

Rule 7. Policy Role of Members

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

Rule 8. Positive Work Place Environment

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

Rule 9. Conflict of Interest

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

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

Rule 10. Accepting Gifts, Favors or Benefits

Pursuant to Arizona law:

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

Arizona Revised Statute § 38-504(C)

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

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

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

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

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

In the event of uncertainty, contact the City Attorney.

PARLIAMENTARY PROCEDURE

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

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

Rule 1. Powers of the Chair

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

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

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

Rule 2. Consent Agenda

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

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

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

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

Rule 3. When the Chair Is in Active Debate

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

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

Rule 4. One Motion at a Time

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

Comment: *None.*

Rule 5. Substantive Motions

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

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

Rule 6. Debate

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

the debate according to the following general principles:

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

Comment: None.

Rule 7. Ratification of Actions

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

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

Rule 8. Withdrawal of Motion

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

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

Rule 9. Procedural Motions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal Council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town.

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

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

Comment: *This motion is debatable.*

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

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

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

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

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

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

Motion 11. To Amend.

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

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

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

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

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

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

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

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

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

USE OF CITY RESOURCES

Discretionary Funds:

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

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

Expenses, Reimbursements and Stipends

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

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

Uses Barred

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

Council Offices

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

PREPARATION OF THE COUNCIL AGENDA

Supporting Information and Attachments

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

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

Use of Consent Agenda

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

Draft Agenda, Agenda Review

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

SUBCOMMITTEES & WORKING GROUPS

Subcommittees and Working Groups formed in accordance with Surprise Municipal Code §2-40(i) will convene meetings at the direction of the subcommittee chair. Requests for meetings may be made to the subcommittee chair through the staff liaison.

An Agenda for each subcommittee meeting will be posted by the City Clerk no less than 24 hours prior to the meeting, in conformance with the Open Meeting Law, A.R.S. §38-431.01. Subcommittee meetings will convene in a meeting room at City Hall generally accessible to the public, except that executive sessions may be held in any location at City Hall.

IMPLEMENTATION AND ENFORCEMENT

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

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

REPORTING VIOLATIONS

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

COMPLAINT

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

- (a) Dismiss it for being incomplete, untimely, or on its face lacking factual or legal merit;
- (b) Dismiss it if the complaint on its face fails to state allegations that, if true, would violate a mandatory requirement or prohibition as opposed to an aspirational or administrative provision of this Policy, City Code or any other laws;
- (c) Refer alleged violations of Arizona or federal laws to an appropriate agency if the complaint states on its face allegations that, if true, would constitute a violation of Arizona or federal law;
- (d) Or If the complaint states on its face allegations that, if true, would constitute a violation of a mandatory requirement or prohibition (as opposed to aspirational or administrative provisions) of the this Policy, the City Code or any other law, conflict counsel shall investigate the complaint and report to the City Council, the complainant, the member who is the subject of the complaint, and the City Attorney findings of fact and conclusions of law within sixty (60) days. The City Council shall consider the Conflict Counsel's report at a public meeting and either accept or reject the report as submitted and shall impose sanctions as it finds appropriate.

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

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

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

APPENDIX

- A. Statement of Commitment
- B. Rules for the Public at Council Meetings

Statement of Commitment

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

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

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

Mayor /Council Member for District _____

Rules for the Public at Council Meetings & Public Hearings

Individuals wishing to address the public body on an item during public hearings or at the call to the public segment of the meeting shall abide by the following rules:

- 1) Presence in the Council Dais Area: During a Council meeting, members of the public are permitted within the area in front of the Council dais only at the invitation or consent of the Chair for purposes of making presentations and providing information to Council.
- 2) Addressing the City Council:
 - a) Any member of the public desiring to address the Council may not proceed to the lectern until after being recognized by the Chair.
 - b) At the lectern, the member of the public shall clearly state for the record their name, and approximate cross streets of where they reside ~~for the record~~.
 - c) Pursuant to A.R.S. § 38-431.01(I), during the call to the public, individuals may address the public body on any issue within the jurisdiction of the public body. Statements will be limited to three (3) minutes per item to allow the meeting to proceed and end in a timely manner. The time limit may be extended at the option of the Chair. If several speakers desire to speak regarding a single topic, the Chair may limit the number of speakers or time given to each group; however, an equal amount of time will be given to each side of an issue.
 - d) All speakers, and those members of the public in the seating area, shall observe normal standards of proper decorum and courtesy. Behavior that is disruptive and prevents the public body from accomplishing its business in a reasonably efficient and timely manner, interferes with conducting an orderly meeting, or interferes with other speakers' ability to address the public body is prohibited. Speakers engaged in disruptive behavior may be asked to leave. If several speakers desire to speak regarding a single topic, the Chair can limit the number of speakers or limit the time given to each group; however, an equal amount of time will be given to each side of an issue.
 - e) At the conclusion of an open call to the public, individual Council members may respond to criticism made by those who have addressed the public body, ask staff to review a matter, or ask that a matter be put on a future agenda. However, Council members shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

No loud vocalization (shouting or calling out) will be permitted from the seating area of the Council Chamber.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 15, 2025
Submitting Department: Fire - Medical
Staff Recommendations:

Contact Person: Brenden Espie, FIRE CHIEF
District: Internal

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

Agenda Wording:

Consideration and action to approve a Real Estate Purchase Agreement with Deer Valley & 185th Avenue II, LLC, an Arizona Limited Liability Company, for approximately 40 acres of property located near 185th Avenue & Deer Valley Road; Resolution #2025-41.

Motion:

I move to approve Resolution #2025-41.

Background:

The approximately 40 acres specified in this agreement will provide the necessary space for future Public Safety and essential city services outlined in the new Public Safety Master Plan. The Police and Fire departments anticipate that this plan will be completed by late 2025. The City has been working with Surprise 40, LLC to secure this land. The agreed-upon purchase price is \$7,000,000.

Objective Analysis:

The acquisition of this parcel will help meet the future needs of the City's public safety departments, ultimately ensuring the protection of residents in this rapidly growing area.

Policy Compliant:

This request is compliant with all city policies.

Financial Impact:

There is no anticipated financial impact related to this item. This one-time expense of \$7,000,000 was included in the FY25 budget.

Budget Impact:

There is no budgetary impact related to approval of this item. The purchase of this land was approved in the FY25 budget under projects P12010 and P34200. No additional funding is required.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2025-41
 2. 25.03.26 Purchase Agreement Surprise 40
 3. Land Purchase 40 Acres
-

RESOLUTION # 2025-41

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN THE CITY OF SURPRISE AND SURPRISE 40, LLC, PERTAINING TO THE PURCHASE OF REAL PROPERTY GENERALLY LOCATED ON THE SOUTHWEST CORNER OF 185TH AVENUE AND DEER VALLEY ROAD.

WHEREAS, A.R.S. § 9-240 *et seq.* authorizes the City of Surprise to purchase property, real and personal, necessary or proper to carry out the purposes of the corporation, within or without its limits;

WHEREAS, Surprise 40, LLC, owns approximately 40 acres of land generally located on the southwest corner of 185th Avenue and Deer Valley Road, generally referred to as Maricopa County Assessor Parcel Number (“APN”) 503-75-002J, and as more particularly described in Exhibit A (the “Property”) to the Real Estate Purchase Agreement and Escrow Instructions (the “Agreement”) that is the subject of this Resolution and is attached hereto as Exhibit I;

WHEREAS, Surprise 40, LLC, wishes to sell, and the City wishes to purchase, the Property; and

WHEREAS, during the City’s due diligence, the City will cause the Property to be appraised in order to confirm that the proposed sale/purchase price is reflective of the Property’s fair market value.

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

Section 1. The Real Estate Purchase Agreement and Escrow Instructions between the City of Surprise and Surprise 40, LLC, attached hereto as Exhibit I, is hereby approved, subject to the City’s confirmation through an appraisal of the Property that the sale/purchase price is reflective of the Property’s fair market value.

Section 2. The Mayor is hereby directed on behalf of the City of Surprise to execute the Agreement and any other documents necessary to effectuate the intent of this Resolution.

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 I

The Real Estate Purchase Agreement and Escrow Instructions

REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (“**Agreement**”) is entered into effective April __, 2025 (“**Effective Date**”), by and between **Surprise 40, LLC**, an Arizona limited liability company (“**Seller**”), and **City of Surprise, AZ**, a political subdivision of the State of Arizona, and/or Permitted Assignee (“**Buyer**”, with Seller and Buyer sometimes referred to herein individually as a “**Party**” and collectively as “**Parties**”).

WITNESSETH:

In consideration of the mutual covenants and provisions herein contained and other good and valuable consideration, the Parties agree as follows:

1. **Property to be Conveyed.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions set forth in this Agreement: (a) that real property described on **Exhibit A** attached hereto, together with all easements, rights-of-way, appurtenances and other rights and benefits appurtenant thereto (“**Real Property**”); and (b) all of Seller’s right, title and interest, if any, in and to the following to the extent relating to the Real Property (collectively, “**Personal Property**”, with the Real Property and Personal Property sometimes referred to herein as the “**Property**”): (1) the Property Materials (as herein defined); (2) all licenses, permits and entitlements; (3) all maps, plans, specifications and reports; (4) all transferable warranties, indemnities and guaranties from third parties; and (5) all other governmental documents, permits and approvals.
2. **Purchase Price.**
 - a. **Purchase Price.** The purchase price (“**Purchase Price**”) for the Property shall be \$7,000,000.00, payable by Buyer as follows:
 - i. \$300,000 as Buyer’s initial earnest money deposit (“**Earnest Money Deposit**”), to be deposited with Escrow Agent within ten (10) days following mutual execution of, and as a condition to formation of, this Agreement;
 - ii. The remainder (after application of the Earnest Money Deposit) to be deposited with Escrow Agent on or before the Closing.
 - b. **Payments and Deposits.** Payments by Buyer shall be in cash, wired or other immediately available funds available at Phoenix, Arizona. Escrow Agent is hereby instructed to deposit all payments by Buyer (when and as received, and subject to disbursement thereof pursuant to this Agreement) in a federally-insured money market or similar interest-bearing account titled for this Escrow (*i.e.*, segregated from Escrow Agent’s general funds as well as the funds and deposits attributable to Escrow Agent’s other escrows) and subject to immediate withdrawal (without premium or penalty). If the Escrow closes, the Earnest Money Deposit shall be credited against the Purchase Price at the Closing. If Closing does not occur, then Escrow Agent shall deliver the Earnest Money Deposit to the party entitled to receive or

retain the Earnest Money Deposit pursuant to operation of this Agreement.

3. **The Escrow.** Buyer and Seller shall, upon execution of this Agreement, open an escrow for the transaction evidenced by this Agreement (“**Escrow**”) with Commonwealth Land Title Insurance Company, c/o Tonya Lively, Escrow Officer (“**Escrow Agent**”). The Escrow shall be deemed opened (“**Opening Date**”) when a fully executed copy or original of this Agreement (which may be in electronic format) is deposited with the Escrow Agent; provided, if the Earnest Money Deposit is not timely delivered to Escrow Agent within ten (10) days thereafter, then this Agreement shall be deemed null and void and any Earnest Money Deposit paid by Buyer shall be returned to Buyer. If Escrow Agent is not the same entity as the Title Insurer (as herein defined), Escrow Agent shall cause an insured closing letter issued by Title Insurer to be provided to each of Seller and Buyer within three (3) days following the Opening Date. This Agreement shall constitute escrow instructions to the Escrow Agent; provided: (a) Seller and Buyer shall each execute any additional instructions reasonably requested by Escrow Agent; and (b) in the event of any conflict between the provisions of any such instructions and this Agreement, this Agreement shall control. The Escrow Agent shall give Seller and Buyer written notice of the Opening Date promptly following opening of Escrow.
4. **Property Materials.** Seller has previously made available to Buyer, and Buyer acknowledges receipt of, those documents included on that electronic download site accessed via the link described on **Exhibit B** attached hereto (“**Property Materials**”). Buyer acknowledges: (1) the Property Materials have been produced by others and are being delivered “**AS IS**”, without representation or warranty, express or implied, by Seller; and (2) Buyer shall rely upon its own independent investigations and shall not have any claim against Seller for any errors or omissions in the Property Materials. Provisions of this **Section 4** shall survive Closing.
5. **Contingencies.** The obligations of Buyer under this Agreement are expressly contingent upon satisfaction or waiver of the following contingencies:
 - a. **Status of Title.** Escrow Agent shall cause Commonwealth Land Title Insurance Company (“**Title Insurer**”) to issue and deliver to Buyer, within ten (10) days following the Opening Date, a commitment for title insurance (extended owner’s coverage) with respect to the Real Property, together with copies of all Schedule B Exception and Requirement documents referenced therein (“**Commitment**”). Buyer shall, within thirty (30) days following the Opening Date (“**Objection Period**”), give Seller and Escrow Agent written notice of any objection of Buyer (“**Objection**”) to any such matters affecting title to the Property (“**Objection Notice**”). In the event Buyer fails to provide said timely Objection, Buyer shall be deemed to have approved all matters affecting title to the Real Property disclosed by the Commitment. If Buyer timely gives an Objection Notice, Seller may, within five (5) days following Buyer’s Objection Notice (“**Seller Response Period**”), notify Buyer and Escrow Agent of its willingness to attempt to cure such Objection (“**Objection Response**”). If Seller gives an Objection Response indicating Seller will attempt to cure the Objection (including the manner of Seller’s proposed cure), then Seller will be obligated to cure such Objection at or prior to Closing in the manner set forth in the Objection Response. If Seller gives an Objection Response indicating it will not

attempt to cure such Objection, or does not timely give an Objection Response, Seller will not be obligated to cure such Objection, and Buyer shall have ten (10) days following receipt of Seller's Objection Response to terminate this Agreement by providing written notice of said termination to the Escrow Agent and Seller. ("**Buyer Termination Period**"). In the event Buyer fails to timely terminate this Agreement, Buyer will be deemed to have waived such Objection, and Buyer will be deemed to have approved the involved title exception. Except to the extent set forth in an Objection Response, if any, Seller shall have no obligation to cure any Objection. Notwithstanding the foregoing, Seller shall, at or prior to Closing, release the Real Property from the encumbrance of, and Buyer shall not be required to issue an Objection Notice with respect to, any deeds of trust or other monetary liens or encumbrances created by or through Seller ("**Existing Encumbrances**"). The same procedure as set forth above shall apply to any new title exceptions set forth in an amended Commitment ("**Amended Commitment**"), except that: (1) the Objection period shall be five (5) days following receipt of the Amended Commitment, the Seller Response Period shall be three (3) days and the Buyer Termination Period shall be eight (8) days; (2) to the extent an Amended Commitment: (a) deletes any exceptions or requirements from the initial Commitment or any prior Amended Commitment; (b) reflects updates for real estate taxes or similar matters; (c) reflects new exceptions expressly contemplated by this Agreement; or (d) references matters created by or through Buyer; Buyer shall be deemed to have approved such matters and shall not have any Objection rights with respect thereto; and (3) Buyer shall not have any right to terminate this Agreement following expiration of the Feasibility Period for any matters disclosed by any survey (including any survey obtained by Buyer), all of which shall be deemed Permitted Exceptions unless and to the extent Seller agrees to cure same in an Objection Response. All title exceptions set forth in any Commitment or Amended Commitment so approved or deemed approved, or with objection thereto so waived, by Buyer are referred to as "**Permitted Exceptions**". The provisions of this Section shall survive the Closing.

- b. **Feasibility.** Buyer shall have until a date sixty (60) days following the Opening Date ("**Feasibility Period**") to investigate and determine whether the Property is suitable for Buyer's purposes, including, without limitation: the Property Materials; Survey; access; availability of water, sewer, and other utilities and services; zoning; environmental condition; financing, economic feasibility; existence and effect of electrical, agricultural, improvement, or other districts or associations; future installments or obligations relating to assessments and improvements liens; and any restrictions or other matters concerning the Property (collectively, "**Feasibility Matters**"). If the Feasibility Matters are acceptable to Buyer (in Buyer's sole and absolute discretion), then Buyer shall deliver written notice of approval thereof ("**Approval Notice**") to Escrow Agent (with copy to Seller) at or prior to expiration of the Feasibility Period. If Buyer deems any of the Feasibility Matters to be unacceptable, then Buyer may elect to terminate this Agreement by written notice of termination to Seller and Escrow Agent at or prior to expiration of the Feasibility Period. If Buyer fails to timely so deliver the Approval Notice, then Buyer shall be deemed to have elected to terminate this Agreement and the Escrow. Upon Buyer's delivery of the Approval Notice pursuant to this Section 5B, the Earnest Money Deposit shall be immediately released to Seller by Escrow Agent and considered

non-refundable to Buyer, except upon Seller's default or as otherwise expressly provided in this Agreement.

In the event of timely termination of this Agreement pursuant to this Section 5, then: (1) Escrow Agent shall deliver the Earnest Money Deposit to Buyer; (2) neither Seller nor Buyer shall have any further obligation or responsibility to perform hereunder except for those rights and obligations which this Agreement expressly provides survive termination of this Agreement ("**Surviving Obligations**"); and (3) Buyer shall deliver to Seller: (a) all original Property Materials delivered by Seller to Buyer; and (b) to the extent not previously delivered to Seller, any other reports, maps, surveys, studies or other materials generated by Buyer (without warranty by Buyer but with authorization to the providing contractor for Seller to use same), with respect to the Property, excluding, however, any internal or similar proprietary documents or materials prepared or generated by Buyer (with Buyer's obligations under this Subparagraph (3) being a part of the "**Materials Delivery Obligation**", as herein defined, and to survive any termination of this Agreement). The contingencies set forth in Sections 5A and 5B are for the sole benefit of and may be waived at any time by Buyer (provided this Agreement has not previously been terminated) in writing to Seller and Escrow Agent. Upon satisfaction or waiver of all contingencies set forth in Section 5, the Earnest Money Deposit shall thereafter be non-refundable to Buyer except in the event of Seller's default under, or as otherwise expressly provided in, this Agreement.

6. **Seller's Representations and Warranties and Covenants.** Seller represents and warrants, with the intention for Buyer to rely on said representations and warranties, that:

- a. **Authority.** Seller has full power and authority to enter into and perform this Agreement in accordance with its terms.
- b. **Non-Violation.** Neither the execution of, nor performance by Seller of any provision of, this Agreement breaches or violates any law, agreement or other arrangement by which Seller is bound.
- c. **Ownership.** Seller is the owner of the Real Property.
- d. **Affiliates.** Certain affiliates of Seller are or may be licensed salespersons or brokers within the State of Arizona or other states.

The foregoing representations and warranties are made as of the Opening Date and, subject to Section 7, as of the Closing Date and shall survive the Closing for a period of twelve (12) months, with Seller's liability thereunder to expire to the extent Buyer has not instituted and served a lawsuit against Seller thereon within twelve (12) months following Closing. The term "to Seller's actual knowledge" or equivalent, as used herein, means the actual (not constructive or imputed) knowledge of Seller, without any investigation or inquiry or any duty to investigate or inquire.

7. **Survival of Representations and Warranties.** With respect to any representations or warranties in this Agreement by Seller ("**Seller's Representations**"): (a) Seller shall

promptly notify Buyer of any change therein (a “**Change**”) promptly upon Seller becoming aware of any such Change; and (b) Seller shall not have any liability to Buyer, whether prior to, at, or following Closing, for any Change which has been disclosed, in writing to, or which becomes known to, Buyer prior to Closing except to the extent such Change: (1) is or was caused directly or indirectly by Seller; and (2) materially and/or adversely affects the Property or Buyer’s decision to acquire, own and/or develop the Property. Whether such Change materially and/or adversely affects the Property or Buyer’s decision to acquire, own, and/or develop the Property is a decision to be made by Buyer, within Buyer’s reasonable discretion.

8. **Buyer’s Representations and Warranties.** Buyer represents and warrants (with the understanding that Seller is relying on such representations and warranties) that:

- a. **Authority.** Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms.
- b. **Non-Violation.** Neither execution of, nor performance by Buyer of any provision of, this Agreement breaches or violates any law, agreement or other arrangement by which Buyer is bound. The foregoing representations and warranties are made as of the Opening Date and the Closing Date and shall survive the Closing.

9. **DISCLAIMER AND RELEASE.**

- a. **EXCEPT AS EXPRESSLY SET FORTH IN OR REQUIRED BY THIS AGREEMENT OR IN ANY DOCUMENT OR AGREEMENT DELIVERED PURSUANT TO THIS AGREEMENT, SELLER HAS NOT MADE, AND DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OR RELATING TO THE CONDITION, AREA, SUITABILITY FOR ANY PARTICULAR PURPOSE, SUSCEPTIBILITY TO FLOODING, VALUE, MARKETABILITY, ZONING, USE AND OCCUPANCY RESTRICTIONS, THE PRESENCE OF STORAGE TANKS ABOVE OR BELOW THE SURFACE OF THE GROUND, OPERATION, COMPLIANCE WITH ENVIRONMENTAL LAWS AND LAWS RELATING TO HAZARDOUS SUBSTANCES AND TOXIC WASTES AND LEGAL REQUIREMENTS OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY. BUYER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR AGREEMENT DELIVERED PURSUANT TO THIS AGREEMENT, NO SUCH REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE. FURTHER, BUYER AGREES TO TAKE THE PROPERTY “AS IS” AND IN SO AGREEING, BUYER ACKNOWLEDGES AND REPRESENTS THAT IT SHALL INSPECT THE PROPERTY AND MAKE SUCH INVESTIGATION AS IT DEEMS APPROPRIATE INTO THE CONDITION AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE CONDITIONS DESCRIBED ABOVE.**

- b. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, AS A PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS WHERE-IS," AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY OR ANY OF THE MATTERS REFERRED TO IN SECTION 9A ABOVE (COLLECTIVELY, "PROPERTY CONDITION"). SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY, AND INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH MIGHT HAVE BEEN DISCOVERABLE, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, PRODUCT LIABILITY CLAIMS, PRODUCT LIABILITY TYPE CLAIMS, ALL OTHER EXTANT OR LATER CREATED OR CONCEIVED OF STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS, AND ANY CLAIMS UNDER CERCLA. EFFECTIVE UPON THE CLOSING DATE, AND TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER, ITS SUCCESSORS AND ASSIGNS, AND ITS EMPLOYEES, AGENTS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES WHICH BUYER MAY SUFFER OR INCUR RELATING TO THE PROPERTY CONDITIONS OR ANY OTHER ASPECT OF THE PROPERTY. AS PART OF THE PROVISIONS OF THIS SECTION 9, BUT NOT AS A LIMITATION THEREON, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND BUYER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISIONS OF FEDERAL, STATE OR LOCAL LAW, RULES OR REGULATIONS.

IN THIS CONNECTION AND TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT BUYER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES

WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH MIGHT IN ANY WAY BE INCLUDED IN THE WAIVERS AND MATTERS RELEASED AS SET FORTH IN THIS SECTION 9. THE PROVISIONS OF THIS SECTION 9 ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY BUYER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER.

- c. SELLER HAS GIVEN BUYER MATERIAL CONCESSIONS REGARDING THIS TRANSACTION IN EXCHANGE FOR BUYER AGREEING TO THE PROVISIONS OF THIS SECTION 9. THE TERMS AND PROVISIONS OF THIS SECTION 9 SHALL SURVIVE THE CLOSING PROVIDED FOR HEREIN OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. SELLER AND BUYER HAVE EACH INITIALED THIS SECTION 9 TO FURTHER INDICATE THEIR AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION HEREOF.

BUYER'S INITIALS

SELLER'S INITIALS

10. Closing. The closing and transfer of title (herein referred to as the "Close of Escrow" or the "Closing") shall, contingent upon the satisfaction of the terms and contingencies set forth herein, take place at the offices of the Escrow Agent on or before a date as elected by Buyer in writing delivered to Seller with not less than ten (10) days' prior written notice (the "Closing Date") but in no event later than August 14th, 2025 (the "Outside Closing Date"). If the Closing does not occur by the Outside Closing Date for any reason other than Seller default, then this Agreement will be deemed automatically terminated, the Earnest Money Deposit considered non-refundable as previously released to Seller, and neither Seller nor Buyer will have any further rights or obligations hereunder except for any obligations that expressly survive termination.

11. Closing Procedure. At the Closing:

- a. The Seller shall execute and deliver to Escrow Agent the following (completed as to conform to the transaction evidenced by this Agreement, including: dating as of Closing, names, signature blocks and acknowledgements for the Parties, legal description of the Real Property, and reference to this Agreement): (1) a Special Warranty Deed for recordation at Closing, in the form attached hereto as Exhibit C

(“**Deed**”), (2) the Assignment of Intangibles, in the form attached hereto as **Exhibit D (“Assignment of Intangibles”)**; (3) the Option Assignment as set forth in the Easement Amendment; and (4) a nonforeign affidavit or certificate in Escrow Agent’s customary form;

- b. Buyer shall execute and deliver to Escrow Agent the Assignment of Intangibles and the Option Assignment;
- c. Seller and Buyer shall provide to Escrow Agent appropriate evidence of authority to enter into, execute and perform each and all of their respective obligations under or pursuant to this Agreement and the documents executed in connection herewith; and
- d. Escrow Agent shall: (1) record the Deed in the Recorder’s office in the County where the Real Property is located; (2) cause Title Insurer to issue the Title Policy (as herein defined) effective as of Closing, and deliver the original thereof to Buyer within fourteen (14) days following Closing; (3) deliver originals of the Assignment of Intangibles to Buyer (with copies to Seller); and (4) prepare and deliver to Seller and Buyer a final Settlement Statement, and copies (or originals where available and appropriate) of all documents processed through the Escrow.

12. Title Insurance. At the Closing and as a condition to complete Closing, Title Insurer shall be committed to issue to Buyer its standard coverage owner’s policy of title insurance (“**Title Policy**”), in the amount of the Purchase Price, insuring the title to the Real Property in Buyer, subject only to the Permitted Exceptions and the printed exceptions normally contained in Title Insurer’s customary and current form of such policy. Seller shall, at Closing, pay the premium for the Title Policy allocable to standard coverage insurance in the amount of the Purchase Price, with Buyer to pay any additional premium cost and satisfy any additional requirements attributable to any additional “extended” coverage or endorsements requested by Buyer as a part of the Title Policy (“**Upgraded Coverage**”); provided: (a) Buyer will be obligated to satisfy any additional requirements and pay any additional premium cost for Upgraded Coverage; (b) except for Seller’s delivery of a Commercial Owner’s Affidavit in the form of

Exhibit E attached hereto (“**Owner’s Affidavit**”), Seller shall not have any obligation with respect to any Upgraded Coverage; and (c) obtaining Upgraded Coverage shall not in any way be a condition to Buyer’s obligations under this Agreement or Closing.

13. Closing Costs, Proration of Taxes, Etc. At the Closing:

- a. **Escrow and Related Costs.** All recording costs and Escrow Agent’s Escrow charges shall be paid one-half by each of Seller and Buyer.
- b. **Title Premium.** Seller and Buyer shall pay the portions of the premium for the Title Policy as provided in Section 12 above.
- c. **Taxes.** Real estate taxes, assessments, improvement districts or similar matters (“**Taxes**” and “**Assessments**”), property owners’ association assessments (if any) and any irrigation assessments shall be prorated as of the Closing (as of 12:01 a.m.

on the date of Closing), based upon the latest available information; provided, that: (1) if actual Taxes or Assessments for the assessment period in which Closing occurs differ from the figure on which the proration was based, then either Seller or Buyer shall have the right, by notice to the other, to re-prorate Taxes or Assessments based on the actual Taxes or Assessments figures (by appropriate adjusting payment to be made within ten (10) days following such notice);

The provisions of this Section 13 shall survive Closing.

14. Inspection. Seller hereby grants to Buyer and its employees, permittees, consultants, contractors, subcontractors, designees, representatives, and agents, the right to enter upon the Real Property for the purpose of conducting inspections, reviews, environmental assessments examinations, and similar tests and inspections (the “**Inspection Activities**”); provided, that: (a) Inspection Activities shall be carried out in manner not interfering with the activities of Seller or its tenants or licensees (if any) on the Real Property; (b) Inspection Activities involving invasive procedures (including soils borings) shall be carried out only after advance notice to Seller; (c) all Inspection Activities shall be carried out at Buyer’s sole cost and expense; and (d) prior to any entry upon the Real Property by any of Buyer or Buyer’s consultants, engineers, agents or other designees (“**Buyer Entry Parties**”), Buyer shall: (1) cause to be procured and thereafter maintained, through the close of escrow, commercial general liability insurance with a combined single limit of not less than \$1,000,000 and workmen’s compensation insurance (coverage to be primary and on a per occurrence, and not claims made, basis) with respect to the Real Property covering all such actions of Buyer Entry Parties; (2) cause Seller to be named as an additional insured on such policy through the close of escrow; and (3) provide reasonable evidence of such insurance coverage to Seller (including Certificate of Insurance). Buyer hereby agrees: (i) to indemnify and defend Seller against and hold Seller harmless for, from and against any claim, damage (personal or property), liability, cost (including reasonable court costs and attorneys’ fees), loss or injury arising from any such Inspection Activities; and (ii) to reasonably restore the Real Property after completion of any and all Inspection Activities (“**Inspection Indemnity**”). Buyer shall deliver to Seller copies of all surveys, maps, environmental reports, soils reports or similar materials (“**Buyer Materials**”) generated by or for Buyer for the Real Property promptly following Buyer’s receipt thereof (“**Buyer Materials Delivery Obligation**”), and cause any Buyer Materials to be certified in favor or Seller; provided:

- a. Buyer makes no warranties with respect to any Buyer Materials
- b. Buyer Materials shall not include any internal or similar proprietary documents prepared or generated by Buyer. The Inspection Indemnity and Buyer Materials Delivery Obligation shall survive any termination of this Agreement or the Closing.

15. Risk of Loss; Condemnation. Between the Effective Date and the Closing, the risk of ownership and loss of the Property shall belong to Seller except to the extent caused by Buyer. In the event of condemnation or other governmental taking including a conveyance in lieu of condemnation (each, a “**Condemnation Taking**”) of, or damage (“**Damage**”) to, all or any material portion of the Property prior to the Closing, then Seller shall give Buyer written notice thereof within ten (10) days after Seller receives written notice of the

Condemnation Taking or written notice of, or first has actual knowledge of, a Damage, and Buyer shall then have the right, by written notice given to Seller and Escrow Agent given within ten (10) days after written notice from Seller of such event ("**Election Period**"), to terminate this Agreement, in which event Escrow Agent shall deliver the Earnest Money Deposit to Buyer, and neither Seller nor Buyer shall have any further obligation or responsibility to perform hereunder for Surviving Obligations. In the event Buyer does not so elect to terminate this Agreement, then: (a) the Closing shall occur without reduction in the Purchase Price (with the Deed and any other document to be delivered at Closing to be modified to reflect the effect of any Condemnation Taking or Damage); and (b) Seller shall at Closing assign to Buyer any and all remaining rights of Seller to any awards, compensation, insurance or other proceeds payable as a result of the Condemnation Taking or Damage. In the event Closing is scheduled to occur prior to expiration of the Election Period, the Closing shall be extended to the first Business Day following expiration of the Election Period.

- 16. Expenses.** Whether or not the transaction contemplated by this Agreement shall be consummated, each party shall pay its own attorneys' fees, costs and expenses in connection with the preparation, delivery and consummation of this Agreement and the documents referred to herein and any amendments or supplements thereto.

17. Default.

- a. **SELLER'S DEFAULT. IF SELLER AT ANY TIME FAILS TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING ANY BREACH OF THE SELLER'S WARRANTIES, REPRESENTATIONS, AND/OR OBLIGATIONS, THEN BUYER MAY AS ITS SOLE RIGHT AND REMEDY EITHER:**
- i. **TERMINATE THIS AGREEMENT BY GIVING WRITTEN NOTICE OF TERMINATION TO SELLER AND ESCROW AGENT, WHEREUPON ESCROW AGENT OR SELLER, AS THE CASE MAY BE, SHALL RETURN TO BUYER THE EARNEST MONEY DEPOSIT PAID, SELLER WILL REIMBURSE BUYER FOR BUYER'S OUT-OF-POCKET COSTS AND EXPENSES INCURRED IN CONNECTION WITH THIS TRANSACTION ("OUT-OF-POCKET COSTS") IN AN AMOUNT NOT TO EXCEED \$100,000.00 WITHIN TWENTY (20) DAYS FOLLOWING RECEIPT OF SUCH NOTICE OF TERMINATION TOGETHER WITH REASONABLE INVOICES AND OTHER DOCUMENTATION FOR SUCH OUT-OF-POCKET COSTS, AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION OR RESPONSIBILITY TO THE OTHER HEREUNDER EXCEPT FOR SURVIVING OBLIGATIONS; OR**
 - ii. **BRING AN ACTION FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT PROVIDED SUCH ACTION IS FILED AND SELLER IS SERVED WITHIN SIXTY (60) DAYS FOLLOWING THE ALLEGED DEFAULT BY SELLER, AND BUYER, AS A PART OF AND PREDICATE TO BRINGING SUCH ACTION, TENDERS FULL PERFORMANCE OF ITS OBLIGATIONS UNDER THIS**

AGREEMENT INTO THE COURT (INCLUDING DELIVERY OF ALL FUNDS AND DOCUMENTS REQUIRED FROM BUYER TO COMPLETE CLOSING); PROVIDED, IN THE EVENT BUYER BRINGS SUCH ACTION FOR SPECIFIC PERFORMANCE BUT IS PRECLUDED BY THE COURT FROM OBTAINING SPECIFIC PERFORMANCE DUE TO THE AFFIRMATIVE ACTION OF SELLER, BUYER MAY BRING AN ACTION FOR ACTUAL (AND IN ANY EVENT NOT PUNITIVE, SPECULATIVE OR CONJECTURAL) DAMAGES (INCLUDING OUT-OF-POCKET COSTS).

- b. **BUYER'S DEFAULT.** IF BUYER AT ANY TIME FAILS TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT TO BE PERFORMED BY BUYER HEREUNDER AT OR PRIOR TO CLOSING, THEN SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT AND THE ESCROW BY GIVING BUYER AND ESCROW AGENT WRITTEN NOTICE OF TERMINATION, IN WHICH EVENT ESCROW AGENT SHALL IMMEDIATELY PAY TO SELLER THE EARNEST MONEY DEPOSIT AS FULL LIQUIDATED DAMAGES OF SELLER; PROVIDED, THE FOREGOING LIMITATION SHALL NOT APPLY TO, BE IN LIEU OF OR CREDITED TO THE SURVIVING OBLIGATIONS OR OTHER PROVISIONS OF THIS AGREEMENT EXPRESSLY SURVIVING TERMINATION. THE PARTIES ACKNOWLEDGE THAT IT IS IMPOSSIBLE TO MORE PRECISELY ESTIMATE THE SPECIFIC DAMAGE WHICH WOULD BE SUFFERED BY SELLER IN THE EVENT OF A DEFAULT BY BUYER HEREUNDER, AND THEREFORE AGREES THAT SUCH FORFEITURE OF THE EARNEST MONEY DEPOSIT IS AN AGREED AND NEGOTIATED PROVISION FOR LIQUIDATED DAMAGES AND NOT A PENALTY. UPON RECEIPT BY SELLER OF THE FORFEITED EARNEST MONEY DEPOSIT AND EXCEPT AS PROVIDED ABOVE, NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION OR RESPONSIBILITY TO THE OTHER HEREUNDER, EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN.

BUYER'S INITIALS

SELLER'S INITIALS

18. **Brokerage.** If and when Closing occurs, Seller shall pay a commission equal to three percent (3%) of the Purchase Price payable to Jones Lang LaSalle representing Buyer and a commission equal to three percent (3%) of the Purchase Price payable to Luke Land Realty, representing Seller ("**Brokers**"), both pursuant to separate agreement. If the sale contemplated by this Agreement is not consummated for any reason whatsoever (including Seller's or Buyer's default), then no commission shall be payable to Brokers. Notwithstanding anything to the contrary in this Agreement or any other agreement, the joinder or consent of Brokers shall not be required to modify or cancel this Agreement. Broker shall not be deemed a third-party beneficiary of any agreement reached by Buyer

and Seller and, if Seller or Buyer defaults under this Agreement, neither Seller nor Buyer shall be obligated to pay all or any portion of the commission, or all or any portion of the Earnest Money Deposit, to the Brokers. Buyer and Seller:

- a. each represent and warrant to the other they have not dealt with any other broker, salesperson or finder in connection with the transaction evidenced by this Agreement (“**Brokerage Representation**”); and
- b. shall each indemnify, defend and hold the other harmless for, from and against any loss, cost or expense, including, but not limited to, reasonable attorneys’ fees and court costs, resulting from any claim for a fee or commission by any other broker, salesperson or finder claiming by or through the indemnifying party (“**Brokerage Indemnity**”). The Brokerage Representation and Brokerage Indemnity shall each survive the termination of this Agreement or the Closing.

19. Notices. Any notice provided for by this Agreement and any other notice or communication which either Party may wish to send to the other may be given by such Party or its counsel, and shall be in writing and shall be deemed delivered: (a) upon personal delivery; (b) two (2) Business Days following deposit in the United States mail, registered or certified, return receipt requested; or (c) one (1) Business Day following delivery to Federal Express or other similar overnight express delivery service in a properly sealed envelope and postage prepaid, in each event addressed to the party for whom such notice of communication is intended, at such party’s address set forth below their signatures to this Agreement or at any other address provided in writing by such party to the other party by notice complying with this Section.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns; provided, that:

- a. either Seller or Buyer shall have the right to assign their interests under this Agreement to the extent required to complete an Exchange, as herein defined;
- b. Seller shall not assign any of its interests or obligations under this Agreement except in connection with a transfer of the Property (subject to the Agreement) to an assignee together with an assignment and assumption by such assignee of all rights and obligations of Seller under this Agreement;
- c. Buyer shall have the right, without Seller’s consent, to assign its rights and obligations under this Agreement to an assignee directly or indirectly owned and controlled by, or under common control with, the initial named Buyer (“**Buyer Affiliate**”); and
- d. any other assignment, other than to a Buyer Affiliate, by Buyer shall require the prior written approval of Seller, which may be withheld in Buyer’s sole and absolute discretion. Any assignee of Buyer, as permitted by this Section, is sometimes referred to herein as a “**Permitted Assignee.**”

21. Confidentiality. At all times prior to Closing, and to the extent permitted by law, each Party

agrees to maintain the confidentiality of this Agreement, and not to disclose the terms hereof other than: (a) to such Party's officers, trustees, principals, employees, attorneys and contractors, lenders and prospective partners; or (b) as required by applicable law (including but not limited to compliance with legal process).

- 22. Attorneys' Fees.** If any action shall be instituted by either of the Parties hereto for the enforcement of any of its rights or remedies in and under this Agreement (if allowed), the Party in whose favor judgment shall be rendered therein shall be entitled to recover from the other Party all costs incurred by the prevailing party in said action, including reasonable attorneys' fees fixed by the court, and not by jury.
- 23. Time for Performance.** Time is of the essence of this Agreement. Except as expressly provided for herein, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at midnight (Phoenix, Arizona time) on the last day of the applicable time period provided for herein. A "**Business Day**" shall mean any day other than a Saturday, Sunday or holiday recognized by the applicable local municipality in which the Real Property is located. If the time for performance under this Agreement occurs on a day other than a Business Day, the time for performing shall be extended to the next succeeding Business Day.
- 24. Entire Agreement; No Oral Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the Property and supersedes all prior or contemporaneous agreements and understandings of the Parties in connection therewith. No oral agreements or understandings between the Parties, and no oral modifications of this Agreement, shall be binding upon them.
- 25. Headings; Counterparts.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
- 26. Governing Law and Construction.** This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Arizona, whose courts shall have jurisdiction over any legal proceedings or actions arising out of this Agreement. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings, and any ambiguous or conflicting terms or provisions should not be construed against either Party, regardless of which Party, or Party's agent, drafted the Agreement, term, or provision. Any provision of this Agreement that refers to the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation."
- 27. Exchange.** Either Seller or Buyer ("**Accommodator**") shall cooperate with the other ("**Requesting Party**") in effectuating acquisition and disposition of the Property pursuant to a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as and if amended (an "Exchange"), subject to the following limitations:

- a. The Requesting Party shall have the right to proceed with an Exchange at any time prior to the Closing Date upon giving the Accommodator advance notice of its desire to have Accommodator participate in the Exchange, together with each and all of the documents to be executed by Accommodator with respect to the Exchange.
- b. Neither the Closing, nor consummation of any other aspect of this Agreement, shall in any way be predicated or conditioned on the Exchange or completion thereof.
- c. Any documents to be executed by Accommodator in connection with an Exchange shall not cause Accommodator to incur any additional cost, expense or liability in any way or manner (irrespective of whether indemnified against by Requesting Party).
- d. The Accommodator does not and shall make any representation or warranty to Requesting Party or any other third party, including state or federal tax authorities that the Exchange will qualify for any particular tax treatment.
- e. The Requesting Party agrees to and hereby does indemnify and hold the Accommodator harmless for, from and against any and all liability, damages, or costs, including actual attorneys' fees, incurred or that may be incurred by Accommodator by virtue of Accommodator's participation in the Exchange (with the foregoing to survive Closing).
- f. The Exchange shall not in any way limit, terminate or otherwise affect all or any of any party's rights or obligations, under this Agreement.
- g. The Accommodator shall not incur any costs as a result of participation in an Exchange.

28. Exhibits. All Exhibits referenced herein and attached hereto are by this reference incorporated herein.

29. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof; and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

30. Further Documentation. The parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

31. Fair Interpretation. The parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

32. Conflict of Interest. This Agreement is subject to the terms of ARS § 38-511.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto being fully authorized have executed this Agreement to be effective as of the Effective Date.

SELLER:

Surprise 40, LLC, an Arizona limited liability company

By: Luke Land, Inc.,
an Arizona corporation

Its: Manager

By: _____
David F. Lewis, President

Address:

Deer Valley & 185th Avenue II, LLC
Attn: David F. Lewis
320 W. Lone Cactus Dr, Ste 12 Phoenix,
AZ 85027
Telephone: 602.995.7575
Email: david@lukelandrealty.com

BUYER:

City of Surprise

Address:

16000 N Civic Center Plaza
Surprise AZ, 85374

Kevin D. Sartor, Mayor, City of Surprise

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, Acting City Attorney

With a copy to:

Surprise Fire Medical Department
Attn: Brenden Espie Fire Chief
14250 W Statler Plaza, Suite 101
Surprise, Arizona 85374
Telephone: (623) 222-5000
Email: brenden.espie@surpriseaz.gov

City of Surprise
City Attorney's Office
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, AZ, 85374
Email: jeffrey.murray@surpriseaz.gov

ACCEPTANCE BY ESCROW AGENT

By execution hereof, **COMMONWEALTH LAND TITLE INSURANCE COMPANY** hereby accepts appointment as Escrow Agent in accordance with this Agreement and agrees to administer the Escrow in accordance with the provisions hereof.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: _____

Its: _____

Address: Commonwealth Land Title Insurance
Company
Attn: Tonya Lively, Escrow Officer 2390
E. Camelback Rd, Ste 230
Phoenix, Arizona 85016
Telephone: (480) 415-7346
Email: tlively@cltic.com

Date: _____, 2024

List of Exhibits

A - Depiction of Real Property

B - Description of Property Materials

C - Form of Deed

D - Form of Assignment of Intangibles

E - Form of Owner's Affidavit

Exhibit A

Description of Real Property

[Exact legal description to be confirmed by Title Insurer]

Maricopa County APN: 503-75-002J

THAT PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 660 FEET OF SAID NORTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 58 MINUTES WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1155.97 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 47 SECONDS WEST 399.92 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST 143 FEET;

THENCE NORTH 00 DEGREES 29 MINUTES 38 SECONDS EAST, ALONG A LINE THAT IS 20 FEET EAST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, 278.98 FEET;

THENCE NORTH 50 DEGREES 22 MINUTES 34 SECONDS WEST 66.34 FEET;

THENCE NORTH 39 DEGREES 37 MINUTES 26 SECONDS EAST, ALONG THE EAST RIGHT- OF-WAY LINE OF 185TH AVENUE, 621.42 FEET;

THENCE NORTHERLY, ALONG A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 1487. 72 FEET, 402.81 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 1095 FEET TO SAID NORTHWEST QUARTER, 752.14 FEET;

THENCE SOUTH 00 DEGREES 28 MINUTES 22 SECONDS WEST, ALONG THE WEST LINE OF THE EAST 660 FEET OF SAID NORTHWEST QUARTER, 1540.43 FEET TO THE POINT OF BEGINNING;

EXCEPT 60% OF ALL GAS, OIL AND MINERAL RIGHTS FOR ANY PORTION OF THE PROPERTY LYING WITHIN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22 AS RESERVED IN INSTRUMENT RECORDED IN APRIL 9, 1956 AT DOCKET 1873, PAGE 67.

Exhibit B

https://drive.google.com/drive/folders/1IQvGjG8-1fnZhmE1-wjl3YIxbOaoXW5D?usp=drive_link

Exhibit C

Form of

Deed

WHEN RECORDED, RETURN TO:

Exempt from filing an Affidavit of legal value A.R.S. §11-1134(A)(3)

(FOR RECORDING INFORMATION ONLY)

SPECIAL WARRANTY DEED

FOR TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, Insert Seller's Name ("Grantor"), does hereby sell and convey to Insert Buyer's Name ("Grantee"), the real property situated in _____ Maricopa County, Arizona described on Exhibit A attached hereto and incorporated herein by this reference together with all rights, privileges and easements appurtenant thereto (the "Property").

The Grantor, for itself and its successors, hereby warrants title to the Property as against all acts of Grantor herein and none other, subject only to: (a) all matters of record; and (b) any matters which would be revealed by a proper inspection or survey of the Property.

DATED _____, 202_.

GRANTOR: [Insert Seller's Signature Block]

[Insert Acknowledgement for Seller]

Exhibit A
to Special Warranty Deed

Legal Description of Property

[Insert Legal Description of Real Property]

Exhibit D

Form of Assignment of Intangibles

ASSIGNMENT OF INTANGIBLES

THIS ASSIGNMENT OF INTANGIBLES (“Assignment”) is made and entered into as of _____, 202_ by and between **[Insert Seller Name]** (“**Assignor**”), and **[Insert Buyer Name]** (“**Assignee**”).

RECITALS:

A. Assignee is acquiring from Assignor that certain real property more particularly described on **Exhibit A** attached hereto (“**Property**”), pursuant to that certain Real Estate Purchase Agreement and Escrow Instructions dated **[Insert date of Agreement]**, as and if amended, between Assignor as “Seller” and Assignee as “Buyer” (“**Purchase Agreement**”). Initially capitalized terms used in this Assignment and not otherwise defined shall have the meaning given those terms in the Purchase Agreement.

B. Assignor desires to assign to Assignee all of its right, title and interest, if any, in and to the Personal Property (“**Assigned Interests**”), all upon the terms and conditions set forth herein.

NOW, THEREFORE, in reliance upon the foregoing Recitals, and in consideration of the mutual covenants set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby assigns, transfers and delivers to Assignee, and to Assignee’s successors and assigns, all of Assignor’s right, title and interest (if any) in and to the Assigned Interests, “**AS IS**”, and without representation or warranty, express or implied, by Assignor.

2. **Acceptance**. Assignee hereby accepts the foregoing assignment of the Assigned Interests.

3. **Miscellaneous**. This Assignment: (a) shall be construed under and controlled by Arizona law; (b) shall bind and inure to the benefit of the successors and assigns of the parties hereto; and (c) may be executed in counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR: **[Insert Buyer signature block]**

ASSIGNEE: **[Insert Buyer signature block]**

Exhibit A

To Assignment of Intangibles

Legal Description of Property

[Insert legal description for Real Property]

Exhibit E

Form of Commercial Owner's Affidavit

COMMONWELATH LAND TITLE INSURANCE COMPANY

**Commercial Owner's Affidavit
(Escrow No. [Insert Escrow Number])**

The undersigned affiant ("**Affiant**") first being sworn, deposes and says:

1. That Affiant is the owner of certain real property in the State of Arizona described on **Exhibit A** attached hereto and made a part hereof (the "**Property**"), which is the subject of Commonwealth Land Insurance Company ("**Title Insurer**") Escrow No. **[Insert Escrow Number]** (the "**Escrow**").
2. That Affiant provides this Affidavit to Title Insurer for use in connection with the Escrow and issuance of any policy of title insurance in connection therewith.
3. That: (a) Affiant is not a party to any agreement for any, and to Affiant's actual knowledge there are no: (i) construction, repairs, alterations, improvements made, ordered or contracted to be made on or to the Property; (ii) materials ordered for attachment to or use on the Property within the last 150 days which have not been paid for; or (iii) fixtures attached to the Property which have not been paid for in full; and (b) Affiant does not have any actual knowledge of any outstanding or disputed claims for any such work or item involving the Property, except:

That the work of improvement, if any:

- ☐ Started on _____
- ☐ Was completed on _____
- ☐ Will be completed on _____

4. That: (a) to Affiant's actual knowledge there has been no work done on the Property within the last 150 days; and (b) Affiant has not received actual notice of any work to be done, by the city in which the Property is located, or at its direction, including but not limited to the installation of water and sewer lines, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs or sidewalks.
5. That Affiant is not a party to any, and to Affiant's actual knowledge there are no outstanding unrecorded leases or agreement affecting the Property. To Affiant's actual knowledge, except for matters as referenced in Schedule B Part Two of Title Insurer's Commitment for Title Insurance No. **[Insert Commitment Number]** dated **[Inert**

Commitment Date as and if amended ("**Commitment**"), no one is in possession of or has access to the Property other than: **(enter N/A if such is true)**

☐ the undersigned

☐ tenants based on month-to-month rental agreements

☐ lessees based on existing leases, copies of which are attached hereto

☐ _____

6. That Affiant is not a party to any, and to Affiant's actual knowledge there are no, outstanding rights of first refusal or options to purchase all of any part of the Property except:

7. That: (a) to Affiant's actual knowledge, there are no unpaid real estate taxes or assessments except as shown on the current tax roll for the Property; and (b) Affiant has not received any supplemental tax bill which is unpaid.
8. That no actions in bankruptcy have been filed by or against the Affiant in any federal court or other court of competent jurisdiction.
9. That: (a) there are no matters pending against the Affiant that could give rise to a lien that would attach to the Property between the most recent effective date of the Commitment and the recording of the interest in the Property to be insured under the Escrow; and (b) other than matters of record as of the date hereof, Affiant has not and will not execute any instrument that would adversely affect the title of interest in the Property to be so insured.
10. That this Affidavit is given for the purpose of inducing Title Insurer and/or its agent to issue its policies of title insurance pursuant to the Escrow which may provide coverage as the matters listed above. Affiant acknowledges it has read the foregoing and fully understands the legal aspects of any misrepresentation and/or untrue statements made herein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGES]**

DATED: _____, 20_.

AFFIANT: **[Insert Seller Signature block]**

[Insert Acknowledgement for Seller]

Exhibit A
To Commercial Owner's Affidavit

Legal Description of Property

[Insert legal description for Real Property]

Land Acquisition

Northwest Public Safety Training & Operations



SURPRISE
ARIZONA

Purpose

- Purchase additional 40 acres adjacent to the recent 30 acres purchase
- Authorizing the executing of the purchase and sales agreement and allowing the city manager to complete the purchase



Strategic Importance

Supports Council's strategic plan by:

- Land acquisition
- Providing the necessary resources to Public Safety and City-Wide operations in NW region
- Facilitating citywide emergency preparedness and response planning

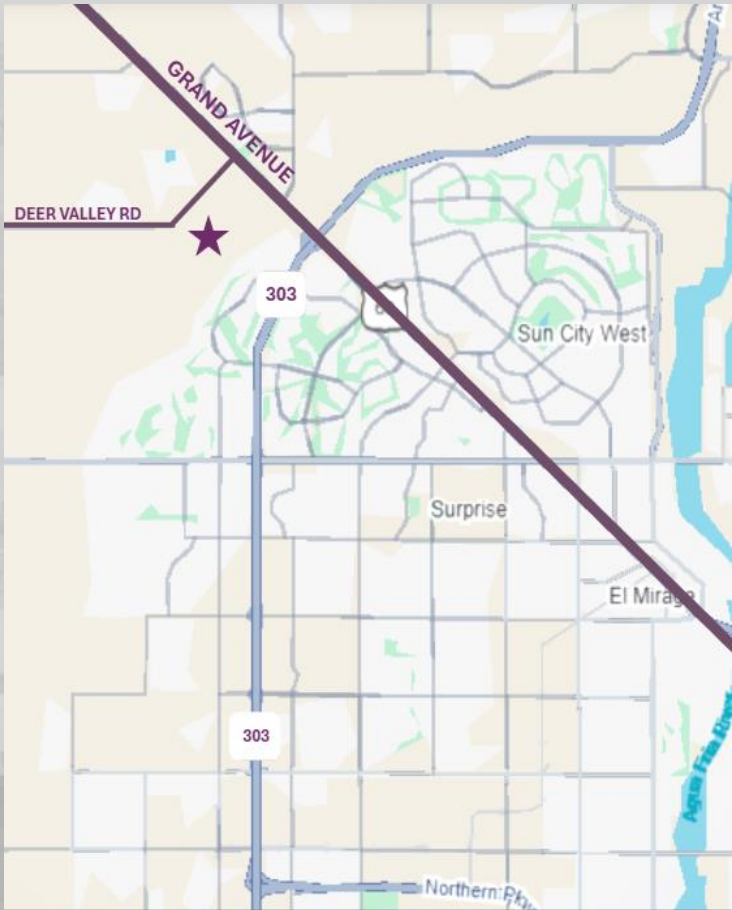


SURPRISE

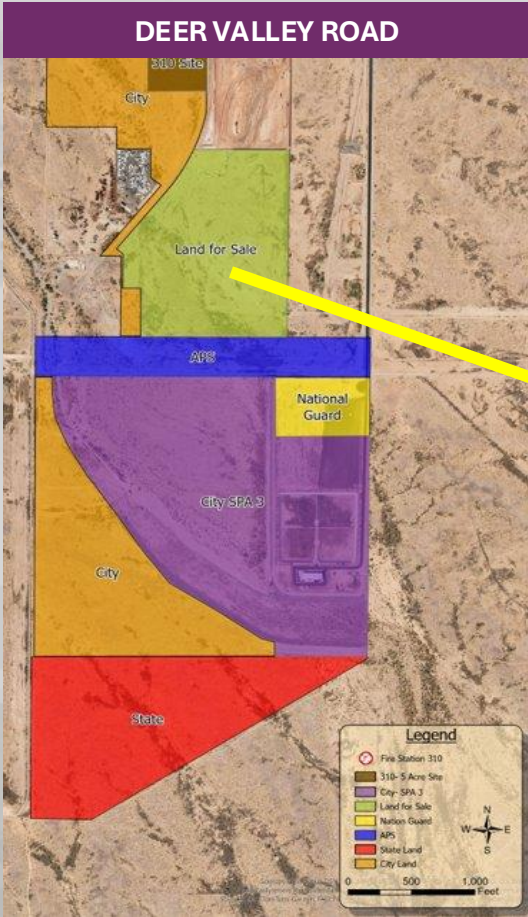
ARIZONA

Property Location

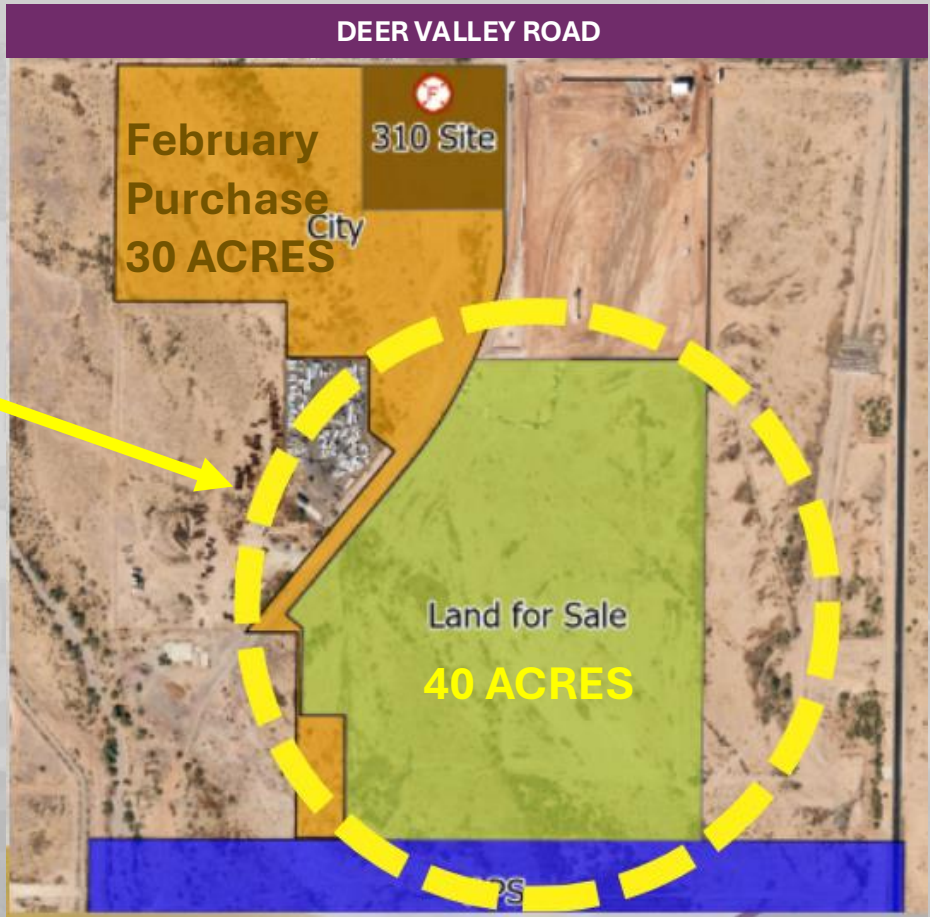
Northwest Valley Location



Full Site Overview



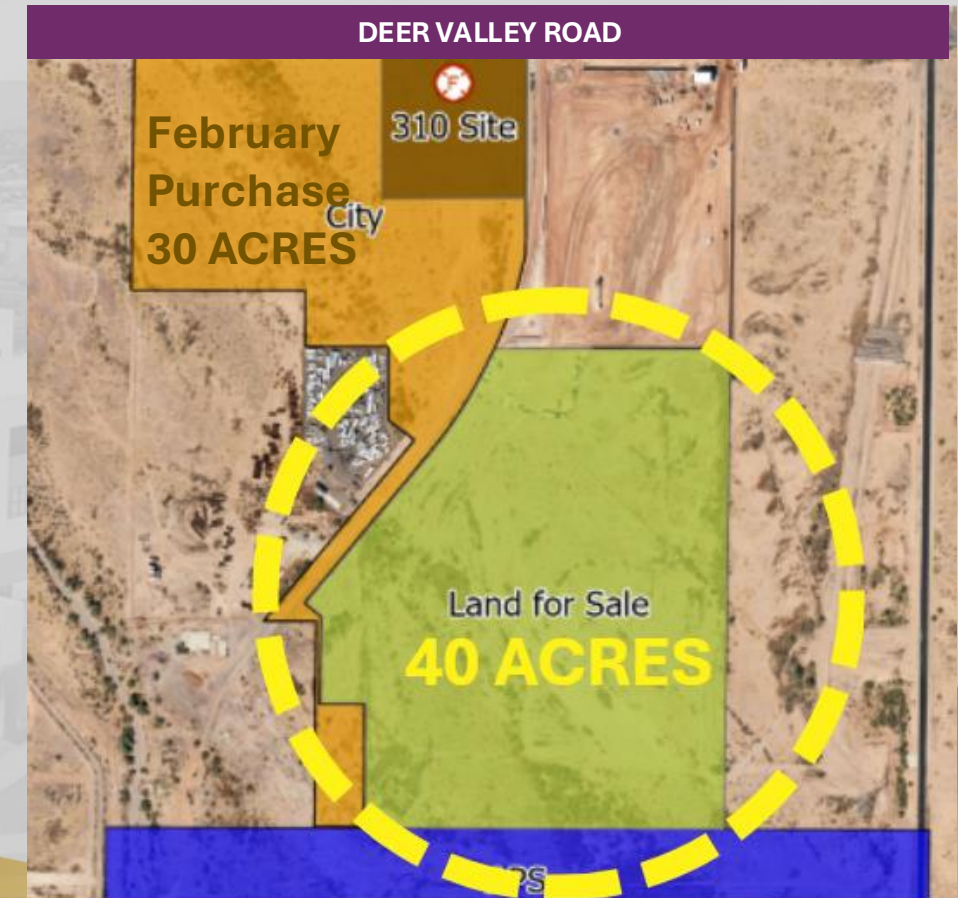
Proposed Additional 40 Acre Purchase



New Land Site Overview

40 Acres (Green Section)

- Adds to the February acquisition (in orange)
- Upon approval, additional land will be included in the site plan for the Public Safety Master Plan
- Potential usage: Fire, Fleet, Public Works, etc.



SURPRISE
ARIZONA

Future Projects

Items anticipated to come from Public Safety Master Plan:

- Police & Fire Recruit Training
 - Recruit Class
 - Annual Training
- Indoor Shooting Range and Tactical Training
- Dispatch and Communication Center
- Public Safety Fleet Shop
- Public Works/Transportation Operations Center
 - Citywide needs

**Future projects are not currently funded*



SURPRISE
ARIZONA

Financial Update

- Sources of funding
 - General Capital Fund – Land Acquisition
- Purchase price - 40 acre \$7M
- Worked with a contracted land broker to negotiate on our behalf



Contract Specifics

- Purchase Price \$7 Million
- Execute Purchase Agreement on or before April 17, 2025
- Open Escrow & Deposit Earnest Money
- Begin 60-day Due Diligence Period
- Review Any Issues Discovered During Due Diligence
- Close of Escrow August 14, 2025



Questions or Comments?

THANK YOU



SURPRISE
ARIZONA

Next Steps – Due Diligence

- Constraint Study & 404 Memo Completed, No Findings
- Appraisal has been ordered
- Preliminary civil engineer review
- Multiple site walks & visits





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 15, 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. Resolution # 2025-40, RFLS 8465.

Motion:

I move to approve Resolution #2025-40.

Background:

The City seeks 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 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 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, at a purchase price of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00) 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:

There is no anticipated financial impact related to this item. This one-time expense of \$850,000 was included in the FY25 budget.

Budget Impact:

There is no budgetary impact related to approval of this item. The purchase of this land was approved in the FY25 budget under project P31070. No additional funding is required.

FTE Impact:

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

ATTACHMENTS:

1. Res 2025-40_Exchange & Purchase Agreement
 2. LENNAR SIGNED_Exchange and Purchase Agreement (Asante - City of Surprise)
-

RESOLUTION # 2025-40

A RESOLUTION 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, FOR ADJACENT PROPERTY CURRENTLY OWNED BY ASANTE DEVELOPMENT PARTNERS, LLC (“ADP”), GENERALLY LOCATED ALONG THE SOUTHWEST CORNER OF HAPPY VALLEY ROAD AND 163RD AVENUE, AND TO PURCHASE TWO ADDITIONAL ACRES OF ADP-OWNED PROPERTY, TO FACILITATE CONSTRUCTION OF A FUTURE PUBLIC SAFETY SUBSTATION.

WHEREAS, A.R.S. § 9-407 authorizes the City of Surprise to exchange a parcel of City-owned property for any other parcel of real property if the parcels of real property are of substantially equal value;

WHEREAS, A.R.S. § 9-240 *et seq.*, authorizes the City of Surprise to purchase property, real and personal, necessary or proper to carry out the purposes of the corporation, within or without its limits;

WHEREAS, the Mayor and City Council of Surprise, Arizona, desire to exchange three (3) acres of City-owned real property (Exhibit A) for three (3) acres of ADP-owned real property, and to purchase two (2) additional acres of ADP-owned real property (Exhibit B) to facilitate the City’s future construction of a public safety substation;

WHEREAS, the City caused the City-owned property and the ADP-owned property to be independently appraised, and it was determined that the City-owned property has a substantially equal value to the ADP-owned property; and

WHEREAS, the City published a Notice of Intent to exchange the property, pursuant to A.R.S. § 39-204, before the exchange.

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

Section 1. The Exchange and Purchase Agreement attached hereto as Exhibit C is approved.

Section 2. The Mayor is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with the Exchange and Purchase Agreement and this Resolution.

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

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



u:\1900\1909\survey\docs\legal\1909-police substation-exh_legal.docx

Page 1 of 1

EXHIBIT C
EXCHANGE AND PURCHASE AGREEMENT

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: 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

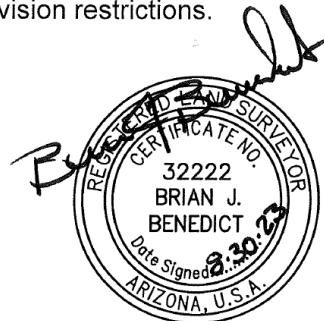


EXHIBIT C-1

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



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: April 15, 2025

Contact Person: Holly Osborn, DIRECTOR-
PARKS & REC

Submitting Department: Parks and Recreation
Staff Recommendations:

District: Citywide

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to authorizing acceptance of an Intergovernmental Agreement with the Flood Control District of Maricopa County, approval of a Fiscal Year 2025 budget amendment moving budget in the amount of \$278,000 for one-time equipment costs to assume responsibility for operations and maintenance of an easement area at the McMicken Dam Project, amending the Fiscal Year 2025 Contract Awarding Authority List, and approval of the addition of four full-time equivalent (FTE) positions; Resolution #2025-46.

Motion:

I move to approve Resolution #2025-46

Background:

The U.S. Army Corps of Engineers constructed the McMicken Dam and associated works in 1954 to protect Luke Air Force Base, the Litchfield Park Naval Air Facility and agricultural activities in the area from flooding. The McMicken Dam Project also provides flood protection for critical public facilities, infrastructure and properties located downstream, including significant portions of the cities of Surprise and El Mirage, and unincorporated Maricopa County including the community of Sun City. The City has requested to develop and use a portion of the McMicken Dam Project for recreational facilities and activities. The City intends to design and construct the Surprise Regional Park improvements within the easement area on portions of the district lands located generally between Grand Avenue and Peoria Avenue.

Objective Analysis:

Acceptance of this Intergovernmental Agreement (IGA) and budget amendment will allow the City to assume responsibility for operations and maintenance at the easement area of the McMicken Dam Project.

Policy Compliant:

This action is consistent with City and Council Policy and aligns with the Surprise Parks and Recreation Master Plan, 2040 General Plan, and City Council Strategic Plan.

Financial Impact:

Initial expenditures of \$278,000 will be used for one-time equipment costs to assume responsibility for maintenance and operations at the easement area of the McMicken Dam Project. In addition, salary savings will be used to offset the costs of the four FTEs in the first year.

Budget Impact:

Acceptance of the IGA will require an amendment to the Fiscal Year 2025 budget by moving budget authority of \$278,000 from General Contingency to the Parks and Recreation General Fund and amending the Fiscal Year 2025 Contract Awarding Authority List by adding to item #25401. 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 four full-time equivalent positions in the Parks and Recreation Department.

ATTACHMENTS:

1. McMicken Dam IGA
 2. McMicken Dam MOU
 3. McMicken Dam Resolution.2025-46_Final
 4. McMicken Dam Presentation
-

When Recorded Return to:
Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009-6399

INTERGOVERNMENTAL AGREEMENT
for the
RECREATIONAL USE OF McMICKEN DAM PROJECT AREA
between the
CITY OF SURPRISE
and the
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

IGA FCD 2025A002

Agenda Item _____

This Intergovernmental Agreement (“Agreement”) is entered into between the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors, hereinafter called DISTRICT; and the City of Surprise Arizona, a municipal corporation, acting by and through its City Council, hereinafter called SURPRISE. The DISTRICT and SURPRISE may collectively be referred to herein as “Parties” or individually as a “Party”. This Agreement shall become effective as of the date it has been executed by all Parties (“Effective Date”).

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statute (A.R.S.) Sections 48-3603 and 11-952 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
2. SURPRISE is empowered by Arizona Revised State Statute Sections 9-276, 9-494, and 11-952 to enter into this agreement and has authorized the undersigned to execute the agreement on behalf of SURPRISE.

BACKGROUND

3. The U.S. Army Corps of Engineers (“Corps”) constructed the McMicken Dam and associated works (“Dam”) in 1954 to protect Luke Air Force Base, the Litchfield Park Naval Air Facility and agricultural activities in the area from flooding. The McMicken Dam Project also provides flood protection for critical public facilities, infrastructure and properties located downstream, including significant portions of the cities of Surprise and El Mirage, and unincorporated Maricopa County including the community of Sun City.

4. The DISTRICT operates and maintains the Dam and is the owner of the lands upon which the Dam structures are built. The DISTRICT intends to undertake various dam rehabilitation projects in the future. The time frame over which these rehabilitation activities will occur is unknown at the time of the creation of this Agreement but will occur over a considerable number of years. These construction activities will likely include substantial earthmoving, creation of borrow areas behind the dam, heavy equipment moving along the dam and within areas of the dam impoundment.
5. The DISTRICT is developing McMicken Dam Impoundment Area Development Restrictions and Guidelines for development and uses within the Dam impoundment area and may revise the restrictions and guidelines from time to time.
6. SURPRISE has requested to develop and use a portion of the McMicken Dam Project depicted on Exhibit "A" ("Easement Area"), attached hereto and made a part hereof, for recreational facilities and activities. SURPRISE intends to design and construct the Surprise Regional Park improvements within the Easement Area ("PROJECT") on portions of the DISTRICT lands located generally between Grand Avenue and Peoria Avenue. Any DISTRICT land, in addition to the Easement Area, requested by SURPRISE for the PROJECT shall require an amendment to this IGA.
7. The PROJECT has been studied, developed and adopted as part of the Surprise Parks and Recreation Master Plan and the Surprise General Plan. All improvements/construction proposed by SURPRISE shall be processed through the DISTRICT's Right of Way Use Permit process prior to construction. Specific locations within the Easement Area where permitted PROJECT improvements are constructed, whether adjacent to each other or not, shall collectively be known as the "PROJECT area".

PURPOSE

8. The purpose of this Agreement is to identify and define the roles, responsibilities, liabilities and rights of the Parties for the implementation, construction, operation, and maintenance of PROJECT recreational facilities and activities within the Easement Area and any potential future alterations/additions to, or expansion of the PROJECT within the Easement Area as approved by the DISTRICT.

In consideration of the mutual representations, warranties, covenants and agreements hereinafter contained and other good and valuable consideration, the sufficiency and adequacy of which the Parties acknowledge, the Parties agree as follows:

TERMS

9. The safety and function of the existing and/or future Dam facilities must be maintained throughout the life of the Dam. The PROJECT, and any future proposed SURPRISE improvements, are subordinate to the flood control facilities as well as the DISTRICT's mission to provide protection from flooding and shall be compatible and not interfere with the function, safe operation and maintenance, and any future rehabilitation activities of the Dam and all associated structures. The extent of future construction and rehabilitation activities and the associated impacts to the Easement Area are unknown at the time of the writing of this Agreement.
10. The DISTRICT shall grant to SURPRISE at no cost a Non-exclusive Recreational Use Easement ("Easement") over the Easement Area, only for the following "Permitted Uses" and no other: (i) construction, maintenance and operation of parks, ballfields, trails, landscaping, community gardens, fencing, and other compatible recreational uses and related appurtenant facilities or improvements, signage, lighting, water, sewer facilities located within the Easement Area; (ii) routine maintenance and

minor repairs of PROJECT improvements and the Easement Area in general including, but not limited to, repairing sprinklers and irrigation lines, maintaining landscaping and vegetation, and building/field maintenance; and (iii) entry upon the Easement Area for the Permitted Uses. Permitted Uses do not include overnight use of the Easement Area by the public, which requires a Special Use Permit as identified in the McMicken Dam Impoundment Area Development Restrictions and Guidelines. Construction of improvements for the Permitted Uses shall be at no cost to the DISTRICT and are subject to prior approval of all necessary Right-of-Way Use Permits to be issued pursuant to the authority of the DISTRICT. The Easement shall be substantially in the form as attached in Exhibit “B”.

11. No rights under the Easement will be assignable to any other entity unless expressly authorized in writing by the DISTRICT. SURPRISE may enter into sub-agreements with other agencies, organizations, and private enterprises for use of the Easement Area permitted uses. However, no sub-agreement shall be effective unless it is made specifically subject to this Agreement and the Easement. Responsibilities assigned to any other entity through a sub-agreement with SURPRISE shall remain the responsibility of SURPRISE for purposes of this Agreement.
12. PROJECT proposed improvements, upgrades and/or major repairs to improvements and infrastructure including but not limited to utility installations and/or relocations and grade changes that are not included in the Right-of-Way Use Permit for construction of the PROJECT, will require separate Right-of-Way Use Permits from the DISTRICT.
13. Portions of DISTRICT land within the Easement Area may be determined to be excess to the needs of the DISTRICT in the future, specifically the Dam impoundment area that is above the elevation of the emergency spillway crest of the rehabilitated dam. The DISTRICT shall allow only passive recreation and no permanent improvements on these future excess lands. The DISTRICT shall provide SURPRISE with advanced notice of its intent to sell the future excess land. ARS 48-3603 (I) provides the DISTRICT with the ability to sell the future excess lands directly to SURPRISE at market value as defined in ARS 28-7091. Upon notice of intent to sell, the Parties shall enter into discussions related to the disposition of excess lands. Subsequently, SURPRISE shall record a release of easement for the portions of the Easement Area the DISTRICT determines to be excess land.
14. SURPRISE shall:
 - 14.1 Be responsible, at its sole cost and expense, for design, permitting, utility installation and relocations, environmental and cultural clearances, construction, construction management, inspections, operation and maintenance, and all other costs associated with the PROJECT.
 - 14.2 Be responsible, at its sole cost and expense, for the overall management, safe operation, preventative maintenance, and regulation of all improvements within the PROJECT area including, but not limited to, the following: (i) removal of graffiti, trash, and debris; (ii) management of weeds; (iii) dust control; (iv) maintenance, repair, correction of any damage to, and/or replacement of PROJECT flood control features (e.g. park detention basins, etc.) within the PROJECT area which may become damaged or otherwise adversely impacted by the Permitted Uses; (v) performance of debris and sediment removal from PROJECT detention and retention basins so that the Dam storage volume is not significantly decreased over time; (vi) performance of debris and sediment removal from the PROJECT area as necessary for park management or at the request of the DISTRICT; (vii) maintenance of all aesthetic, landscaping and associated irrigation features of the PROJECT within the limits of the PROJECT area; and (viii) maintenance of trash racks. “Preventative Maintenance” means those activities that are

completed to maintain an area, facility or piece of equipment in a safe, properly functioning condition in compliance with commercial operating standards or other standards of practice for that specific amenity and/or equipment as applicable. Notwithstanding the foregoing, the DISTRICT will continue to maintain the flood control function of the area. The DISTRICT typically performs maintenance of the area once per year. SURPRISE may access the Easement Area outside the PROJECT as needed, for the purposes of trash cleanup and graffiti removal associated with PROJECT use. SURPRISE shall not perform any work or maintenance in these areas, except for trash cleanup and graffiti removal, without prior approval from the DISTRICT.

- 14.3 Be responsible, at its sole cost and expense, for all costs associated with employment and management of all personnel, including volunteers, consistent with this Agreement for the operation of the PROJECT area and fully responsible for the proper supervision of all its employees, volunteers, contractors, subcontractors, vendors, and all patrons using the PROJECT area.
- 14.4 Be responsible, at its sole cost and expense, for any damage to the DISTRICT'S structure(s) and/or maintenance roads caused by any use of said roads other than by the DISTRICT for maintenance purposes.
- 14.5 Be responsible, at its sole cost and expense, for developing and maintaining an Emergency Evacuation Plan(s) ("EEP") for each PROJECT area. The EEP(s) shall include 24/7 contact information and backup contact information, clearly specify the responsibilities of SURPRISE to ensure that effective and timely action is taken if an emergency at the Dam occurs and shall include figures showing evacuation routes. The EEP(s) shall cover evacuation procedures and routes for both anticipated "normal" park occupancy conditions and uses, as well as for special events. The DISTRICT shall be given the opportunity to review and comment on the draft EEP(s) and any revisions thereof. Final copies of the EEP(s) shall be provided to the DISTRICT and other agencies as necessary. A meeting shall be held between SURPRISE and the DISTRICT to familiarize staff with responsibilities. SURPRISE shall maintain a copy of all applicable EEP(s) on site and train Park staff on implementation of the EEP on an annual basis. The EEP(s) shall be reviewed annually, or more frequently if necessary, and any updates shall be provided to the DISTRICT and other pertinent agencies. Any future recreational amenities shall require a separate EEP or shall be incorporated into an existing EEP, if appropriate, before said amenities are open for public use. The completion of the EEP(s) is a condition of the Right-of-Way Use Permit issued by the DISTRICT.
- 14.6 Be responsible for cost and expense, the purchase cost of flood control gauges and equipment deemed necessary by the DISTRICT to monitor and measure floodwater levels within or entering the Dam Project Area in support of safe operation and adequate monitoring of SURPRISE recreational improvements and uses during flood events. Although the cost per gauge is likely to change over the length of this IGA, the estimated cost today per individual gauge is approximately \$25,000.00, plus the cost of installation. The DISTRICT will be responsible for installation, maintenance, and monitoring of said gauges and equipment, and costs associated therewith per Section 15.6 of this Agreement.
- 14.7 Not allow any unsafe condition to be created or maintained within the PROJECT area. The DISTRICT will have the authority to immediately suspend SURPRISE'S operation of the PROJECT area if the DISTRICT, at its sole discretion, determines that there is an imminent risk or threat to the public, employees, staff, or property. Such suspension shall remain in effect until the risk or threat has been resolved to the satisfaction of the DISTRICT. Such suspension

will be without liability to DISTRICT for any compensation or losses, including, but not limited to, lost income, wages or other compensation which may be claimed by SURPRISE, its employees, vendors, contractors, and/or subcontractors.

- 14.8 Immediately report to the DISTRICT any event which results in death, serious injury, or medical transport within the PROJECT area. The report shall be submitted to the DISTRICT Director.
- 14.9 Be responsible for ensuring that all media, advertising materials, and marketing associated with the PROJECT area is appropriate for all ages.
- 14.10 Comply with all applicable local, county, state, and federal rules, laws, codes, and/or regulations.
- 14.11 Not open the PROJECT area to the public until an Occupancy Permit (or a partial occupancy permit if only a portion of the PROJECT area is being opened) is issued by the appropriate jurisdictional authority(ies) and the DISTRICT has provided its written consent/approval to the opening.
- 14.12 Abide by the DISTRICT'S McMicken Dam Impoundment Area Development Restrictions and Guidelines document, and any revisions thereto. These development restrictions shall not apply to any excess lands no longer required for the function and impoundment needs of the Dam purchased by SURPRISE.
- 14.13 Be responsible, at its sole cost and expense, for the completion of all applicable environmental studies or assessments, and obtaining all applicable permits, licenses as well as conducting any type of environmental mitigation that may be required within the PROJECT area.
- 14.14 Provide, at its sole cost and expense, an operation and maintenance (O&M) plan for all O&M activities within the PROJECT area for the review and approval of the DISTRICT in advance of each PROJECT area opening to the public. The O&M plan shall identify those routine maintenance activities for which a Right-of-Way Use Permit is not required and those major maintenance activities/upgrades for which a Right-of-Way Use Permit is required. The O&M plan shall provide primary maintenance contact information for both the DISTRICT and SURPRISE and shall be reviewed annually by SURPRISE for accuracy.
- 14.15 Be responsible, at its sole cost and expense, for managing vermin, mosquitos, and other pests, on all lands and facilities within the PROJECT area. In the event of visible evidence of pest(s) infestation, SURPRISE shall restore the area to as close to its original condition as possible. SURPRISE shall develop a Pest Management Plan that details a safe and environmentally sensitive control or eradication of potential pests at the PROJECT area and include it in the O&M plan for the PROJECT area. At a minimum, the Pest Management Plan shall include product names and solution ratios.
- 14.16 Be responsible, at its sole cost and expense, for complying with all training (federal, state, county and local), operational and licensing requirements pertinent to and required for the application of pesticides in Arizona. The applicator of the pesticides shall hold all necessary licenses and registrations required for lawful application of pesticides, herbicide, fungicide, fertilizer and similar chemicals/substances. SURPRISE shall keep safety data sheets on site for those materials and products set forth above as required by law.

- 14.17 Should evidence of artifacts, antiquities, human remains or other items of archeological, scientific or cultural interest be discovered during construction, immediately provide a verbal notification to the DISTRICT. SURPRISE, at its sole cost and expense, shall have the area inspected to determine its historical significance and required next action (e.g. salvage, test excavations, and resumption of construction as applicable). If an area has been determined to be a site of archeological significance, the removal and appropriate disposition of the artifacts, and associated costs thereof, shall be the sole responsibility of SURPRISE. Construction work shall not resume until written authorization to proceed is issued by the DISTRICT.
- 14.18 Be responsible, at its sole cost and expense, for securing all permits and plans for the protection and/or relocation of endangered, threatened, or protected species of wildlife in any area(s) of land disturbance (including potholing associated with construction or operation of the PROJECT area, per State/Federal guidelines. Two resources that may assist SURPRISE with their research to determine required permits are 1) Environmental Review from Arizona Game and Fish <https://azhgis2.esri.com/> and 2) the US Fish & Wildlife Services <http://ecos.sws.gov/ipac/>.
- 14.19 Obtain building life safety system inspection report(s) on an annual basis for all facilities constructed within the PROJECT area. Starting five (5) years after opening of the PROJECT area to the public, inspections of the PROJECT area facilities (e.g. building structures, roofing, foundations, electrical, etc.) shall be performed by a certified inspector(s) once every five (5) years at no cost to the DISTRICT. The DISTRICT may require an additional inspection(s) be performed (e.g. building foundations, roofing, electrical systems, etc.), at SURPRISE'S sole cost and expense, if, in the sole and exclusive opinion of the DISTRICT, a condition is suspected which merits said inspection(s). SURPRISE shall provide a minimum of fourteen (14) days' notice to the DISTRICT of inspection(s) to provide the opportunity for a DISTRICT representative to be present during the inspection. SURPRISE shall, upon receipt, provide a copy of any inspection report(s) to the DISTRICT. DISTRICT shall also have the right to perform its own annual inspection of the PROJECT area.
- 14.20 Be responsible, at its sole cost and expense, for all air quality violations/dust control issues and associated fines assessed to the DISTRICT as a result of activities by or on behalf of SURPRISE. SURPRISE shall not be responsible for dust control issues or fines associated with activities performed by the DISTRICT or unrelated to SURPRISE activities or facilities.
- 14.21 Be responsible, at its sole cost and expense, for regulation of the public use and for law enforcement in the Easement Area, including the enforcement of SURPRISE ordinances, rules, regulations, and policies within the Easement Area as necessary to regulate public use. SURPRISE shall work to regulate unpermitted public access in the Easement Area adjacent to PROJECT improvements through the use of fencing, signage, enforcement, and other means as necessary, all to the satisfaction of the DISTRICT.
- 14.22 Allow the DISTRICT, and its agents or successors, unrestricted access to the PROJECT area to conduct flood control activities which include, but are not limited to, operation and maintenance, emergency activities, sediment removal, as well as inspections and repair and/or rehabilitation or replacement of flood control features, as the DISTRICT deems necessary.
- 14.23 Comply with and not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17).

- 14.24 Ensure full compliance with all applicable terms and conditions of this Agreement by its agents, employees, vendors, and contractors (including sub-contractors of any tier) and their respective employees. Failure or refusal of SURPRISE or its agents, employees, vendors, contractors, sub-contractors, or their employees to comply with these terms and conditions will be deemed a breach of this Agreement, which may also cause revocation of the Easement.
- 14.25 Maintain, at its expense and in full force during the Term and any Renewal Term of this Agreement, public liability and property damage insurance covering the PROJECT area, and SURPRISE's occupancy and use thereof, as set forth below:
- 14.25.1 Public liability insurance, including bodily injury/property damage, auto liability, products and completed operations liability, liquor liability, and contractual liability, providing limits of no less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) aggregate limits, or evidence of self-insurance acceptable to the DISTRICT, for injuries or damage received or sustained by any person(s), or property, associated with the PROJECT area.
 - 14.25.2 Waiver of Subrogation/recovery against the DISTRICT shall be included in all policies.
 - 14.25.3 Environmental clean-up and pesticide/herbicide coverage shall be included, unless documentation is provided by SURPRISE that this is not available or feasible.
 - 14.25.4 Worker's Compensation, if applicable, with limits not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
 - 14.25.5 Property insurance in an amount sufficient to rebuild the improvements and/or restore the PROJECT area to a condition as similar as possible to its condition prior to SURPRISE's occupancy in case of casualty loss.
 - 14.25.6 The DISTRICT reserves the right to revise the minimum required limits of insurance during the Term and any Renewal Term of this Agreement and will provide a minimum of thirty (30) days' advance notice of the change to SURPRISE.
 - 14.25.7 The insurance requirements in this Agreement are not a cap on SURPRISE's liability under this Agreement. SURPRISE shall furnish to the DISTRICT a certificate evidencing the fact that such insurance has been obtained and is in full force and effect during the entire term of this Agreement, and that the DISTRICT is an additional insured thereunder, and that such insurance cannot be cancelled without thirty (30) days prior written notice to the DISTRICT. It is agreed that any insurance maintained by the DISTRICT shall apply in excess of and not contribute with the insurance provided by said policy. Failure to maintain insurance as required by the DISTRICT will constitute default of this Agreement. The DISTRICT understands that SURPRISE may be self-insured and if so, will provide a Certificate of Self-Insurance to the DISTRICT.
- 14.26 Assume all risk of loss and be responsible for any and all losses to the PROJECT and all improvements, acquired or developed by SURPRISE within the PROJECT area after the Effective Date of this Agreement. Loss may result from, but is not limited to, theft, vandalism, fire and any fire-fighting activities (including prescribed burns), floods, droughts, landslides, rising waters, winds, falling limbs or trees and acts of God.

- 14.26.1 If during the Term or Renewal Term of this Agreement, any real property under the control of SURPRISE is destroyed or damaged in whole or in part by any cause except condemnation, SURPRISE will notify the DISTRICT immediately. SURPRISE shall immediately secure the area to prevent injury, vandalism or further damage to persons, improvements, and contents thereof, and immediately coordinate with its insurer to evaluate the loss and determine a course of action.
- 14.26.2 If the destroyed or damaged buildings/improvements under the control of SURPRISE are capable of restoration, pursuant to the written mutual agreement of the DISTRICT and SURPRISE, this Agreement shall continue in full force and effect. SURPRISE will, within a reasonable time after the damage, apply for all required permits required to restore damaged improvements, and complete restorations within a date mutually agreeable to by the Parties. Should such damage or destruction occur within thirty-six (36) months of this Agreement's scheduled expiration date for the Term or Renewal Term, or if the damage destroys in excess of fifty percent (50%) of the appraised value of SURPRISE'S property on the date of loss (as determined by an independent appraiser), then SURPRISE or the DISTRICT shall have the option to terminate this Agreement. If this Agreement is terminated pursuant to this provision, any insurance proceeds shall be applied first to remove any damaged or destroyed improvements.
- 14.27 Remove all abandoned improvements and materials not actively used for PROJECT area operations immediately upon receipt of any necessary demolition permits.
- 14.28 Maintain a record of financial accounting for SURPRISE'S use of the PROJECT area to demonstrate that SURPRISE is in compliance with the terms of this Agreement, including the requirement that all revenue generated from the use of the PROJECT area be used to support, operate and maintain the recreational and appurtenant facilities. The record of accounting shall be kept on file at SURPRISE for the Term and any Renewal Term of this Agreement and be available for DISTRICT inspection upon request. The record of accounting shall, at a minimum, include a summary of the previous year's costs and revenue, and net fund balance, if any. If a positive fund balance exists, SURPRISE shall provide a description of future operation costs, maintenance costs, planned improvements, and/or other investments planned at the PROJECT area for which that balance is intended to be used.

15. The DISTRICT shall:

- 15.1 Provide SURPRISE with the opportunity to review and comment on proposed revisions to the McMicken Dam Impoundment Area Development Restrictions and Guidelines before they are finalized and published.
- 15.2 Review, and approve or disapprove, any proposed SURPRISE PROJECT, or future improvement plans within the Easement Area, in accordance with its then current Right-of-Way Use Permit process.
- 15.3 Make reasonable efforts to avoid damaging SURPRISE'S improvements within the PROJECT area if possible, unless deemed necessary.
- 15.4 Inspect the PROJECT Area to ensure that the Dam's flood control function has not been reduced by SURPRISE's facilities and activities.

- 15.5 Remove sediment from within the Dam Project Area provided that the DISTRICT finds a hydraulic need to do so and deems it appropriate in order to maintain the flood control function of the Dam. O&M activities by the DISTRICT at the Dam will be prioritized considering all DISTRICT projects, responsibilities, and the DISTRICT'S flood control mission. The DISTRICT therefore cannot commit to removing sediment on a schedule that is determined by SURPRISE'S needs for its facilities. However, SURPRISE, upon prior DISTRICT approval of a sediment removal plan prepared by SURPRISE, and at SURPRISE'S own cost, may remove sediment from the PROJECT area. The DISTRICT will not be responsible for damage caused by removal of sediment, including damage to any turf areas, unless damaged by DISTRICT negligence. Negligent damages shall be considered damages caused by the DISTRICT which were unintended and avoidable.
- 15.6 Install, maintain, and monitor appropriate flood control gauges and equipment to monitor and measure floodwater levels within the impoundment area of the Dam once SURPRISE purchases said gauges. The DISTRICT shall work with SURPRISE to establish appropriate notification thresholds for the PROJECT, so that SURPRISE will receive appropriate notifications during flooding events and may take appropriate action to warn the public and, if necessary, cause the evacuation of the PROJECT area. These thresholds shall be included in the DISTRICT'S McMicken Dam Emergency Action Plan and in SURPRISE'S EEP. The DISTRICT shall have the authority to require immediate implementation of applicable EEP(s) and evacuation of the public from anywhere within the Easement Area, with no liability on the part of the DISTRICT, based on any condition or conditions that the DISTRICT deems potentially hazardous to the public including, but not limited to, weather forecast, weather conditions, rainfall, runoff, and impoundment conditions.
- 15.7 Continue to provide the maintenance of the Easement Area outside the PROJECT area. SURPRISE shall not perform any work or maintenance in this area, except for trash cleanup and graffiti removal, without prior approval from the DISTRICT. The DISTRICT will also continue to maintain existing access roads as needed for DISTRICT purposes which are not modified, improved, or utilized by SURPRISE for the purposes of recreation (i.e. authorized trails) or for providing access to SURPRISE'S recreation amenities.

16. Term

- 16.1 The term of this Agreement shall be twenty-five (25) years ("Term") commencing on the Effective Date.
- 16.2 Renewal Term. Upon mutual agreement, the Term of this Agreement may be renewed for no more than three (3) periods of twenty-five (25) years each (each a "Renewal Term"), provided that SURPRISE shall provide written notice of a request to renew not later than one hundred and eighty (180) calendar days prior to the date of the Term, or applicable Renewal Term, is scheduled to expire.

17. **Fees and Revenue.** Any revenue generated from the use of the PROJECT area must be used to support, operate and maintain the recreational and appurtenant facilities, i.e., the land cannot be used to generate net profits. These provisions shall not apply to any excess lands purchased in fee by SURPRISE.

18. Termination and Cancellation

- 18.1 This Agreement may be terminated for cause in whole or in part, at any time, by the DISTRICT, upon one hundred and eighty (180) calendar days prior notice to SURPRISE without any penalty or liability to DISTRICT. SURPRISE hereby waives any and all rights to bring any claim against DISTRICT or its employees, agents, officers, directors, members, successors or assigns from or relating in any way to DISTRICT'S termination of this Agreement. Representative reasons for "cause" include, but are not limited to: (i) the real property, or a portion thereof, reverts to the agency from which any patent was received; (ii) the real property is no longer useful for recreational purpose; (iii) new requirements imposed upon the DISTRICT make a continuation of the Agreement unreasonable; (iv) any occurrence of default, as defined herein; and (v) insolvency.
- 18.2 This Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.
- 18.3 This Agreement may be terminated without cause by either Party. The Party requesting the termination must submit its request, in writing, a minimum of one hundred eighty (180) calendar days in advance of the requested termination date. Said request for termination will be sent to the other Party in accordance with the notice provisions set forth in this Agreement.
- 18.4 In the event the Easement Area ceases to be used for the Permitted Uses for at least ninety (90) days after SURPRISE constructs the PROJECT improvements, the DISTRICT shall provide SURPRISE with Notice of the non-use. SURPRISE shall thereafter have thirty (30) days to resume its Permitted Uses of the Easement Area as set forth in paragraph 10 above. If SURPRISE fails to resume its Permitted Uses within thirty (30) days after receipt of the DISTRICT's written notice to SURPRISE, the DISTRICT may terminate this Agreement and SURPRISE, at its sole cost and expense, shall remove its improvements and return the Easement Area to its original condition, or a condition approved by the DISTRICT.
- 18.5 In the event of expiration or termination pursuant to any provision of this Agreement, the DISTRICT may unilaterally record in the office of the Maricopa County Recorder, a revocation and termination of the Easement.
19. **Maintenance Roads.** As stated above, SURPRISE may use the DISTRICT maintenance roads in the Easement Area for the Permitted Uses; however, the primary purpose of any and all DISTRICT maintenance roads within and surrounding the Easement Area are for flood control purposes, and all other uses as allowed in accordance with this Agreement are secondary uses. The allowed shared use of DISTRICT maintenance roads by SURPRISE in the Easement Area shall not interfere with the DISTRICT's use of the maintenance roads. All gates providing access outside the Easement Area shall remain closed and locked when not in use.
20. **Title to Improvements.** Title to any authorized improvements constructed by SURPRISE or its concessionaires/vendors, including buildings, shall vest and remain with SURPRISE and SURPRISE shall be responsible for continuous maintenance thereof.
21. **Notice of Adverse Impact, Cure.** If the DISTRICT reasonably determines that the hydraulic function of the Dam to capture, store and convey flood and storm water within the Easement Area is being adversely impacted, by use of the Easement Area ("Adverse Impact"), SURPRISE shall have a period of ninety (90) days after written notice is given by the DISTRICT to correct the Adverse Impact. If SURPRISE, in the sole and exclusive view of the DISTRICT, does not correct the Adverse Impact within ninety (90) days after written notice is given, the DISTRICT reserves the right to correct such

condition, and SURPSISE shall reimburse the DISTRICT for its total costs associated with such correction within thirty (30) days of receipt of an invoice from the DISTRICT.

22. **Inundation of Water.** The DISTRICT shall have the sole, absolute, and unrestricted discretion and authority, without liability to SURPRISE, or any third parties for damages of any kind, to allow water to inundate the Dam Project Area, which includes the Easement Area, and any recreational facilities, which inundation may occur with no advanced warning; provided however, that the DISTRICT shall use good faith efforts to provide as much notice as practicable. The DISTRICT is not responsible for any damage to any improvements in the Easement Area caused by the impoundment or movement of water and water-borne materials, including, without limitation, damage due to erosion and/or deposition of sediment and debris. The DISTRICT shall not be responsible for loss of access and use of the Easement Area during periods of time when the Dam Project Area may be functioning and holding and/or conveying water.

23. **Maintenance Stipulations**

- 23.1 Should maintenance or operation of the DISTRICT's flood control features require temporary closure of SURPRISE'S recreational amenities, SURPRISE shall, upon receiving notice from the DISTRICT that the recreation amenities need to be closed, cause the facilities and/or improvements to be temporarily closed. The DISTRICT shall make good faith efforts to complete its maintenance activities, structural repair and replacement of flood control features promptly and to minimize damage and interruption to SURPRISE'S recreational amenities and uses. SURPRISE shall be responsible for restricting public access to the affected PROJECT area during the closure period. The DISTRICT shall give SURPRISE ninety (90) days written notice for maintenance or operations closures. The DISTRICT shall have unrestricted emergency O&M access (without advance notice to SURPRISE if necessary). The DISTRICT shall not be held responsible for any losses resulting from temporary closures.
- 23.2 The DISTRICT may need to remove, or have SURPRISE remove, specific improvements in order for the DISTRICT to perform maintenance, or to make structural repairs to flood control features of the Dam. The DISTRICT will not be responsible for damage caused by removal of or for replacing these improvements to perform maintenance or make structural repairs to flood control facilities unless damaged by gross negligence on the DISTRICT'S part. Grossly negligent damages shall be considered damages caused by the DISTRICT which were unintended and avoidable.
24. **Water Rights.** Any water rights acquired by the DISTRICT for the Dam Project Area remain the sole property of the DISTRICT. However, the DISTRICT may permit efforts undertaken by SURPRISE to obtain the required approvals from the Arizona Department of Water Resources (ADWR), and others as necessary, for the use of any grandfathered Type 1 irrigation water rights within the Easement Area for use on the PROJECT or associated improvements. All metering, annual reporting and any and all other obligations associated with the use of such water rights shall be the responsibility of SURPSISE. Proposed groundwater wells and pumping within the Easement Area shall be submitted by SURPRISE through the DISTRICT'S then current Right-of-Way Use Permit process and such Permit issued before SURPRISE or its contractor(s) may begin construction of, or pumping from, a well within the Easement Area. No well or pumping activities shall adversely impact or have the potential to adversely impact the hydraulic function, operational use and safety of the flood control features of the Dam or the ability of such features to be operated and/or maintained.

25. **Default.** It shall be a default and breach of this Agreement if SURPRISE fails to operate and maintain the PROJECT pursuant to the terms and conditions of this Agreement. The DISTRICT will notify SURPRISE in writing of default and allow SURPRISE ninety (90) days from receipt of the notice to correct the default and/or deficiency(ies).

25.1 If, after ninety (90) days, all of the noted deficiencies are not corrected to the DISTRICT's reasonable satisfaction, the DISTRICT may, at its sole discretion, unilaterally terminate this Agreement upon written notice to SURPRISE. Upon termination due to default, the improvements shall be removed by SURPRISE at its sole cost and expense, and the property shall be returned to its original condition, or a condition approved by the DISTRICT. If such default is of a nature that it cannot reasonably be cured within said sixty (60) calendar days, then the cure period may be extended by mutual agreement of the Parties, in writing, for such longer time as may be reasonably necessary, so long as SURPRISE commences to cure failure within said sixty (60) day period, in good faith and with due diligence, and thereafter diligently and continuously pursues the same to completion.

25.2 The DISTRICT may also exercise any other remedy available at law or in equity.

26. **Surrender.** Upon the expiration date or upon any agreed termination date for reasons other than the default of SURPRISE then SURPRISE shall:

26.1 Within sixty (60) calendar days from the expiration date or termination date of this Agreement, be required to, at its sole cost and expense:

26.2 Demolish and/or remove all improvements on the Easement Area and return the property to a condition as similar as possible to the condition of the property at the time of execution of this Agreement; and

26.3 Remove any personal property and/or furniture, fixtures, and equipment owned by SURPRISE and/or others from the Easement Area; and

26.4 Remove all garbage and debris, to include inoperable or obsolete equipment, from the Easement Area.

26.5 Any property, garbage, and/or debris of SURPRISE not removed within the sixty (60) day period set forth above shall be deemed to have been abandoned by SURPRISE and DISTRICT may dispose of such property in any fashion it may deem desirable. SURPRISE shall be responsible for paying all reasonable costs incurred by the DISTRICT, if any, to remove and dispose of abandoned items, garbage, and/or debris.

27. **Dispute Resolution**

27.1 In the case of any dispute over any items in this Agreement, the Parties shall use their best efforts to enter into good faith negotiations to resolve the disputed matters. If the dispute cannot be resolved during good faith negotiations, the dispute shall be submitted to non-binding mediation. Notice of the dispute must be in writing and made pursuant to Section 31 and shall provide a summary of the issue of the dispute. The Parties shall confer within thirty (30) calendar days of the Parties' receipt of such notice and must, within ten (10) calendar days after conferring, agree on a mutually acceptable mediator.

28. **Liens.** If, in connection with any materials supplied to, or any work done, or claimed to have been done by or on behalf of SURPRISE or any contractor or subcontractor of SURPRISE, in connection

with SURPRISE's operation and maintenance obligation hereunder, any construction, mechanic's, laborer's, or materialman's lien or any lien of any nature whatsoever, shall be filed against the PROJECT area or any part thereof, SURPRISE shall promptly (and in any event within thirty (30) days following notice from the DISTRICT demanding such discharge) cause the same to be discharged of record, by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, or insured over to the satisfaction of the DISTRICT. If SURPRISE fails to cause such lien to be discharged within such thirty (30) day notice period, then, in addition to any other right or remedy, the DISTRICT may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or bonding. Any amount so paid by the DISTRICT, with all costs and expenses (including but not limited to attorney's fees) incurred by the DISTRICT in connection therewith, together with interest thereon at a rate of ten percent (10 %) per annum (the "Default Rate") from the dates of the DISTRICT's making of the payment or incurring of such costs and expenses, shall be paid by SURPRISE to the DISTRICT on demand. All possessory interest taxes and assessments which become due and payable upon the PROJECT area, or other personal property thereon, shall be the full responsibility of SURPRISE, and SURPRISE shall cause said taxes and assessments to be paid promptly.

29. Hazardous or Regulated Substances. It is understood that no Hazardous or Regulated Substances (as those terms are hereinafter defined) are to be used, stored, generated, or disposed of on, in or about the Easement Area, without first obtaining the DISTRICT's written consent thereto, which consent the DISTRICT may give or withhold in its sole reasonable discretion, and then only in compliance with all applicable state, federal, or local governmental statutes, laws, permits, ordinances, codes, and regulations.

29.1 For the purposes of this Agreement, the term "Regulated Substances" shall include substances defined as "regulated substances," "hazardous waste," "hazardous substances," "hazardous materials," "toxic substances" or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended in 1986 to include Superfund Amendments and Reauthorization Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the relevant local and state environmental laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant to the local, state and federal laws.

29.2 Management and proper disposal of all hazardous material is the responsibility of SURPRISE. Any such hazardous substances must be disposed of pursuant to and in compliance with all required laws and regulations concerning the use and disposal of such substances. SURPRISE must keep appropriate and required documentation relating to the management and disposal of all hazardous material.

29.3 In the event the presence of Hazardous Substances or Regulated Substances on, in or about the Easement Area results in contamination of the Easement Area, then SURPRISE shall be solely responsible and take any and all necessary actions to return the PROJECT and/or Easement Area to the condition existing prior to the presence of any such Hazardous Substance or Regulated Substance. SURPRISE's obligations hereunder shall not apply to any contamination caused by the presence of Hazardous Substances or Regulated Substances placed, used, stored, generated, or disposed of on, in or about the Easement Area by the DISTRICT.

30. Indemnification.

SURPRISE shall indemnify DISTRICT for any and all damages of any nature caused by or arising from any activity in the Easement Area of any nature, except such injury or damage caused by or arising

solely from the negligence, gross negligence, or willfulness of DISTRICT, its officers, employees, agents, permittees, or contractors. This indemnification obligation shall include, but is not limited to, the obligation to cover all costs, including attorneys' fees, necessary to resolve the claim. The obligation of SURPRISE to indemnify DISTRICT shall not extend to those damages resulting from the use of the Easement Area by other entities permitted by the DISTRICT to use SURPRISE's Easement Area as set forth in paragraph 33 below.

31. **Notices.** All notices, requests, demands or other communications ("Notices") required by this Agreement or otherwise given in respect of any transactions contemplated hereby, shall be in writing and served by personal delivery, by commercial courier delivered over a receipt or deposited with the United States Postal Service, certified mail, return receipt requested, with proper postage affixed, addressed, and directed to the Party to receive the same as follows:

If to the DISTRICT: Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009-6399
Attn: Director

If to SURPRISE: City of SURPRISE
16000 N Civic Center Plaza
Surprise, AZ 85374
Attn: City Manager

- 31.1 Except as otherwise specifically stated in this Agreement, all Notices shall be effective upon delivery and shall be deemed delivered on the date and time of delivery if delivered in person, or if deposited with the U.S. Postal Service, on the third business day following the date of mailing. Any Party may designate a different person or entity or change the place to which any Notice shall be given as herein provided, which Notice shall be effective after the same is actually received by the other Party.
- 31.2 Each Party shall send written notification to the other of any address changes over the life of the Agreement.
32. **Stormwater Management.** Each Party to this Agreement shall take reasonable and necessary actions within their authority to ensure that only storm water is discharged into the Easement Area, and that such discharges comply at the point of discharge with any applicable requirements of the Clean Water Act, Arizona Pollutant Discharge Elimination System, or any other applicable discharge requirements, including any permit requirements.
33. **Non-Exclusive Use.** The use of the Easement Area by SURPRISE for public recreational purposes is not an exclusive right. In the event that other entities express an interest to the DISTRICT in utilizing the same Easement Area for compatible uses, SURPRISE shall accommodate these additional uses to the extent that said uses will not unreasonably interfere with Surprise's Permitted Uses. The DISTRICT shall notify and consult with SURPRISE prior to allowing other entities to use the Easement Area that may unreasonably interfere with the use of the Easement Area by SURPRISE.
34. **Prior Rights.** Prior rights and easements granted by the DISTRICT to other parties shall supersede the terms of this Agreement, unless otherwise agreed in writing.

35. General Provisions

- 35.1 This Agreement is not intended to constitute, create, give to, or otherwise recognize a joint venture agreement or partnership or formal business organization of any kind between the DISTRICT and SURPRISE and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
- 35.2 The waiver by either Party of any breach of any one or more of the covenants, conditions or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of said covenants, conditions, or provisions of this Agreement. Any failure on the part of either Party to require or exact full and complete compliance with any of the covenants, conditions or provisions of the Agreement shall not be construed to, in any manner, change the terms hereof or preclude such Party from enforcing the full provisions of this Agreement.
- 35.3 The paragraph or section headings used in this Agreement are for the purpose of convenience of reference only. They will not be construed in any manner, or to any extent, to limit or to extend the effect or meaning of the terms and provisions contained thereunder.
- 35.4 This Agreement shall comply with applicable laws. If any provision of this Agreement is determined to be invalid, void, or illegal, then such determination shall not affect, impair, or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect and the Parties shall use their commercially reasonable efforts to restate the invalid provision to the end that it complies with applicable laws.
- 35.5 The Parties shall act in good faith and with fair dealing with one another in the execution, performance and implementation of the terms and provisions of this Agreement. Whenever the consent, approval or other action of a Party is required under any provision of this Agreement, such consent, approval or other action shall not be unreasonably withheld, delayed or conditioned by a Party unless the provision in question expressly authorizes such Party to withhold or deny consent or approval or decline to take action in accordance with a different standard, in which case the consent or approval or the decision to not take action may be withheld, delayed or conditioned in accordance with the different standard.
- 35.6 Each of the Parties hereto shall execute and provide all additional documents and other assurances that are reasonably necessary to carry out and give effect to the intent of the Parties reflected in this Agreement.
- 35.7 This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed, interpreted and regulated by, the laws of the State of Arizona, and arbitration proceedings, if applicable, or suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto may be brought in the Superior Court of the State of Arizona, Maricopa County, and for this purpose each Party hereby expressly and irrevocably consents to the jurisdiction of said Court.
- 35.8 If suit or action is commenced to enforce compliance with any term, covenant or condition of this Agreement, the Party not prevailing shall pay to the prevailing party a sum which the trial judge determines is reasonable as attorney fees to be allowed in the suit or action, and court costs, and if appeal is taken from any judgment or decree in the suit or action, the Party not prevailing on the appeal shall pay to the prevailing Party such further sum as the appellate court shall adjudge reasonable as attorney fees on appeal, and court costs.

- 35.9 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures are acceptable as original signatures.
- 35.10 Time is of the essence in this Agreement. If the date for performance of any obligation hereunder or the last day of any time period provided herein shall fall on a Saturday, Sunday, or legal holiday, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or legal holiday.
- 35.11 Attached to this Agreement or contained herein, are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.
- 35.12 If legislation is enacted after the effective date of this Agreement, which changes the relationship, or structure of one or more parties to this Agreement, the Parties agree that this Agreement shall be renegotiated at the written request of either Party.
- 35.13 This Agreement, together with any amendments attached hereto, constitutes the entire Agreement between the Parties, and sets forth all of the covenants, promises, agreements, conditions or understandings, either oral or written, between SURPRISE and the DISTRICT, other than as set forth herein, and those agreements that are executed contemporaneously herewith. This Agreement cannot be modified or changed except by a written instrument executed by the DISTRICT and SURPRISE.
36. **Director Authorization.** The DISTRICT Director and/or Chief Engineer and General Manager is authorized to conduct required administrative actions as may be necessary to carry out the intent of this Agreement.

*THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGES.*

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Political Subdivision of the State of Arizona

Recommended by:

Paul Baughman, P.E., CFM Date
Chief Engineer and General Manager

Approved and Accepted:

By: _____
Chairman, Board of Directors Date

Attest:

By: _____
Clerk of the Board Date

The foregoing Intergovernmental Agreement FCD 2025A002 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel who has determined that it is within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

Flood Control District Counsel Date

CITY OF SURPRISE
A Municipal Corporation

By: _____
Mayor Date

Attest:

By: _____
City Clerk Date

The foregoing Intergovernmental Agreement FCD 2025A002 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of SURPRISE under the laws of the State of Arizona.

By: _____
City Attorney Date

IGA FCD2025A002
EXHIBIT "A"
McMicken Dam Easement Area

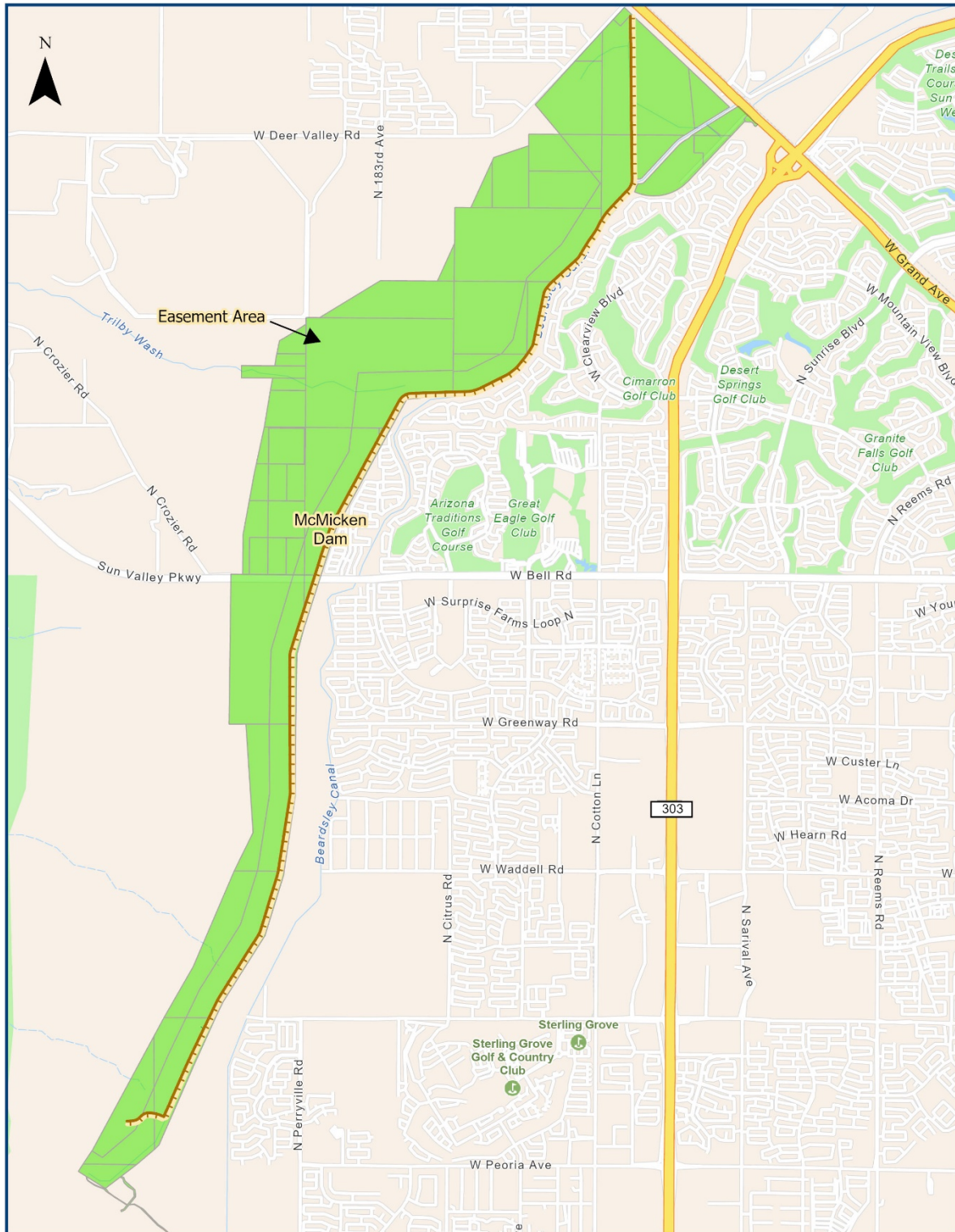


Exhibit “B”

IGA FCD 2025A002

All terms in this exhibit referenced in the Easement to which it is attached shall survive the termination or expiration provided for in the attached exhibit.

EXEMPT ARS § 11-1134, A2

FCD 1999R016

IGA FCD 2025A002

NON-EXCLUSIVE RECREATIONAL USE EASEMENT

FCD Project: McMicken Dam

FCD Parcel Nos.: TBD

APNs: TBD

This Non-Exclusive Recreational Use Easement is entered into by and between the following parties

GRANTOR: **FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**, a political subdivision of the State of Arizona

GRANTEE: **CITY OF SURPRISE**, a municipal corporation of the State of Arizona

In accordance with Intergovernmental Agreement FCD 2025A002 (IGA), recorded as instrument number 2025-XXXXXX in the official records of Maricopa County, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GRANTOR** does hereby grant and convey to **GRANTEE** a non-exclusive recreational use easement (“Easement”) in, upon, over, under, across, through and along a portion of the premises that comprise the **GRANTOR**’s McMicken Dam project (“Burdened Property”). The granted Easement shall constitute all of the property that comprises the **GRANTOR**’s McMicken Dam project, excluding therefrom the upstream toe to the downstream toe of said McMicken Dam, described on the attached Exhibit “A” (“McMicken Dam Easement Area”). The granted Easement is only for the following permitted uses and no other: construction, maintenance and operation of parks, ballfields, trails, landscaping, fencing, and other compatible recreational uses and related appurtenant facilities or improvements, signage, lighting, water, sewer facilities and appurtenances thereto (“PROJECT”).

All recreational uses and **PROJECT** improvements within the Easement Area, including but not limited to the erection of buildings, are subject to prior approval from the **GRANTOR**. All

designs and plans for recreational uses and PROJECT improvements within the Easement Area shall be submitted by **GRANTEE** to the **GRANTOR** via its right of way use permit (“Permit”) process and approved in advance. No habitable structures may be placed below the emergency spillway crest elevation of the rehabilitated Dam.

This Easement is SUBJECT TO all governmental restrictions which include, but are not limited to, environmental, archaeological, and cultural resource regulations, and all land use regulations, covenants, conditions, restrictions, easements, rights-of-way, and other matters of record, or not of record, that could be disclosed by a visual inspection or accurate survey of the real property.

This Easement is, at all times, subject to and subordinate to the rights of **GRANTOR** to have unrestricted access to and use of the Easement Area for the purpose of operation and maintenance of the flood control Infrastructure known as the McMicken Dam (“Infrastructure”). **GRANTOR** shall endeavor to use its best efforts to operate and maintain the Infrastructure in a manner which will not unreasonably interfere with the **GRANTEE’S** rights granted by this Easement. **GRANTEE** assumes all risk of damage to its PROJECT resulting from the Burdened Property functioning as flood control Infrastructure.

In the event any use or activity conducted pursuant to the rights granted in this easement by the **GRANTEE** interferes with **GRANTOR’S** use of the Burdened Property or the Burdened Property is needed to construct, maintain, or relocate any portion of **GRANTOR’S** Infrastructure (collectively “Interference”), **GRANTEE** shall, at **GRANTOR’S** request and **GRANTEE’S** sole expense, eliminate the Interference upon notice from the **GRANTOR**. If elimination of Interference, including but not limited to the relocation of the PROJECT, or any part thereof, requires a Permit, actual construction shall begin within thirty (30) days following **GRANTOR’S** issuance of a Permit. Upon mutual agreement, the time frame for the start and completion of said work may be extended based on the requirements of **GRANTOR**. If **GRANTEE’S** effort to eliminate Interference delays construction by **GRANTOR**, and causes **GRANTOR** to be liable for damages, **GRANTEE** shall reimburse **GRANTOR** for those damages attributable to the delay created by **GRANTEE** within thirty (30) days after **GRANTEE’S** receipt of the **GRANTOR’S** invoice for said delay.

All construction, operations and maintenance and stewardship of the Easement Area, including but not limited to curing deficiencies, other uses, remuneration for **GRANTOR** costs and law enforcement, will conform and comply with the terms of the IGA, attached hereto and incorporated herein as Exhibit “B”.

This easement may be terminated by the **GRANTOR** at its sole discretion for failure by **GRANTEE** to cure the following deficiencies and/or adverse conditions in a timely manner: (i) failure to reimburse the **GRANTOR** for costs associated with making modifications and/or correcting adverse impacts; (ii) failure to remove improvements not conforming to Permit requirements; (iii) failure to maintain insurance as required; non-compliance with required Permit; (iv) failure to properly discharge a lien; (v) or for any other default as described in the IGA.

The primary purpose of the Easement Area is to store and convey flood and storm water, and that **GRANTEE's** use of the Easement Area may not reduce, diminish, or alter the flood control features of the Infrastructure, or the hydraulic function of the Infrastructure to capture, store and convey flood and storm water.

After the installation of **GRANTEE'S PROJECT**, any installation or modification whatsoever to the Easement Area, the **PROJECT**, or any appurtenance of **GRANTEE** located therein, that is not in compliance with an approved **GRANTOR** Permit, will require **GRANTEE** to apply for and obtain a new Permit from **GRANTOR**. **GRANTOR** will process any such application in accordance with **GRANTOR'S** Permit approval process.

GRANTEE shall indemnify the **GRANTOR** for any and all direct damages to the personal property or for physical injury to or death of persons within the Easement Area caused by or arising as the proximate result of the activities of **GRANTEE**, its officers, employees, agents or contractors in the exercise of **GRANTEE's** rights pursuant to the terms of this Easement, except such injury or damages caused by or arising solely from the negligence or willfulness of **GRANTOR**, its officers, employees, agents or contractors.

In the event **GRANTEE** fails to install the **PROJECT** within the Easement Area, or in the event **GRANTEE** removes the **PROJECT**, or in the event the **PROJECT** ceases to function, or in the event of any other event giving evidence to **GRANTOR** that the **GRANTEE** has abandoned the use of this Easement, then and in such event, **GRANTOR** shall notify **GRANTEE**, in writing, that **GRANTOR** considers that the Easement has been abandoned. In such event, **GRANTEE**

shall provide confirmation to **GRANTOR** that the Easement has been abandoned, or in the event **GRANTEE** shall fail to reply that there has been no intent to abandon the Easement within thirty (30) days of receipt of the aforesaid notice from the **GRANTOR**, this Easement shall be deemed to be abandoned and **GRANTOR** shall be permitted to record a termination of this Easement in the public records of Maricopa County. Unless and until such termination is recorded by **GRANTOR**, this Easement shall remain in full force and effect.

No rights and/or obligations under this Easement may be assigned to any other entity unless expressly authorized in writing by the **GRANTOR**, which authorization shall not be unreasonably withheld. **GRANTEE** may enter into sub agreements with other agencies, organizations, and private enterprises for use of the Easement Area for permitted uses consistent with this Easement.

This Easement shall run with the land and is binding on all parties.

RECOMMENDED FOR APPROVAL:

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Paul Baughman, P.E., CFM Date
Chief Engineer and General Manager

MARICOPA COUNTY REAL ESTATE DEPARTMENT

Alex Smith Date
Director

APPROVED AS TO FORM and within the powers and authority granted under the laws of the State of Arizona.

District General Counsel Date

GRANTOR: FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

Printed Name: _____

ATTEST

Printed Name: _____

[illegible]

Before me, _____, Notary Public in and for said County, State of Arizona, on this day personally appeared _____, known to me to be the person whose name is subscribed to the forgoing instrument as Chairman of the Board of Directors for the Flood Control District of Maricopa County.

Given under my hand and seal of the office this ____ day of _____ 20__.

Notary Public (signature)

GRANTEE ACCEPTANCE AND APPROVAL:

CITY OF SURPRISE, a municipal corporation of the State of Arizona

Mayor

Printed Name: _____

STATE OF ARIZONA)
)ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____

_____,
20____, by _____, Mayor for the City of Surprise a municipal corporation of
the State of Arizona.

Notary Public (signature)

APPROVED AS TO FORM:

City Attorney

Date

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF SURPRISE

and the

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

for the

RECREATIONAL AND OPEN SPACE USE

of the

MCMICKEN DAM IMPOUNDMENT AREA AND OUTLET CHANNEL

MOU FCD 2024U004

Agenda Item C-69-25-011-X-00

This Memorandum of Understanding FCD 2024U004 (MOU) is entered into by and between the City of Surprise, a municipal corporation, acting by and through its City Council and City Manager, hereinafter called SURPRISE, and the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors, hereinafter called the DISTRICT. SURPRISE and the DISTRICT may hereinafter individually be called a PARTNER, or collectively called the PARTNERS.

This MOU shall become effective as of the date it has been executed by all parties.

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) Section 48-3603, as revised, to enter into this MOU and has authorized the undersigned to execute this MOU on behalf of the DISTRICT.
2. SURPRISE is empowered by A.R.S. Section 9-494 to establish public parks, which is the general topic summarily contained within this MOUs and has authorized the undersigned to execute this MOU on behalf of SURPRISE.

BACKGROUND

3. The U.S. Army Corps of Engineers constructed the McMicken Dam and associated works ("Dam") in 1954 to protect Luke Air Force Base, the Litchfield Park Naval Air Facility, and agricultural activities in the area from flooding. The Dam also provides flood protection for critical public facilities, infrastructure and properties located downstream, including significant portions of the cities of Surprise and El Mirage, Sun City, and unincorporated Maricopa County.
4. The DISTRICT operates and maintains the Dam and is the owner of the lands upon which the Dam structures are built and areas of flood water collection upstream of the Dam.
5. SURPRISE has requested to develop and use portions of the McMicken Dam Impoundment Area and Outlet Channel property depicted on Exhibit "A" ("PROJECT AREA"), attached hereto, for active and passive recreational facilities and open space ("PROJECT"). The PROJECT has been studied, developed, and adopted as part of the Surprise Parks and Recreation Master Plan and the Surprise General Plan.

6. The DISTRICT supports public agency multi-use of DISTRICT property for a public purpose where consistent with the flood control function of the property.

PURPOSE OF THE MOU

7. This MOU identifies only the mutual interest and intent of the PARTNERS for the implementation of the PROJECT activities within the PROJECT AREA and is not binding on, or enforceable against, the PARTNERS.

TERMS OF MOU

8. The PROJECT includes the development within and use of the PROJECT AREA for active and passive recreational facilities and open space. All development and uses proposed by SURPRISE will require an Intergovernmental Agreement ("IGA") between the PARTNERS for the purpose of defining all respective responsibilities regarding the PROJECT.

- 8.1 SURPRISE anticipates phasing implementation of the PROJECT – requiring IGA(s) for each of the phases – as follows:

Phase 1

- Active Park Facilities between Sun Valley Parkway and Greenway Road
- Natural Open Space between Grand Avenue and Peoria Avenue

Phase 2

- Natural Open Space east of Grand Avenue

Phase 3

- Active Park Facilities west of Grand Avenue and the McMicken Dam Emergency Spillway

9. The primary function of the Dam impoundment area and outlet channel is flood water collection and conveyance. The term "impoundment area" is defined as the area upstream of the Dam subject to abrupt flood water collection and sediment accumulation at any time without warning. All development and uses within the impoundment area and outlet channel are subject to risk of flooding and associated impacts. Implementation of the PROJECT must not compromise the flood control benefits or structure of the Dam nor increase the DISTRICT's operation and maintenance costs.
10. The DISTRICT has developed McMicken Dam Impoundment Area Development Restrictions and Guidelines, Exhibit "B" ("Guidelines"), for development and uses within the Dam impoundment area and outlet channel and may revise the Guidelines from time to time. The Guidelines will be used as general direction for appropriate and acceptable PROJECT development and uses within the PROJECT AREA.
11. With future PROJECT IGA(s) the DISTRICT intends to grant to SURPRISE a no-cost Non-Exclusive Use Easement over the PROJECT AREA.
12. The costs associated with implementation of the PROJECT shall be borne by SURPRISE and may not increase the Dam maintenance and operation cost to the DISTRICT.
13. SURPRISE will be the lead for all aspects of implementation of the PROJECT, including design, construction, permitting, public involvement, operation, and maintenance.

14. The PROJECT will accommodate the Maricopa Trail, managed by the Maricopa County Parks and Recreation Department, within the PROJECT AREA.
15. SURPRISE will be responsible for the operation and maintenance of the PROJECT recreation and open space uses of the PROJECT AREA. This includes the management of public uses and removal of trash, illegal dumping, and graffiti within the PROJECT AREA. This also includes the removal of debris and sediment within the PROJECT AREA, unless the DISTRICT identifies that it impacts the flood control function of the Dam.
16. The DISTRICT will maintain the flood control function of the PROJECT AREA including removal of debris and sediment accumulation determined by the DISTRICT to impact the flood control function of the Dam.
17. Any property owned by the DISTRICT within the PROJECT AREA that is identified as excess to the DISTRICT's needs, now or in the future, may be declared excess and disposed of by the DISTRICT per appropriate statutes. The DISTRICT will work with SURPRISE to identify these areas and avoid incompatible PROJECT development or uses of property that the DISTRICT may identify as excess in the future.
18. This MOU shall expire ten (10) years from the effective date.
19. The PARTNERS acknowledge and understand that this document is not binding on, or enforceable against, the PARTNERS, the Board of Directors of the District, the Board of Supervisors of Maricopa County, or the SURPRISE City Council.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Municipal Corporation

Recommended by:

DocuSigned by:
Paul Baughman
17D510CCBEE54B0... 10/3/2024

Paul Baughman, P.E., CFM Date
Chief Engineer & General Manager

Approved and Accepted:

By: Jack W. Little OCT 23 2024
Chairman, Board of Directors Date

Attest:

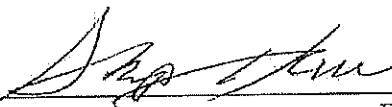
By: Manita Guy OCT 23 2024
Clerk of the Board Date

The foregoing Agreement FCD-2024U004 has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona

DocuSigned by:
Wayne Pick
C9463D0DE44C4E5... 10/2/2024
Flood Control District General Counsel Date

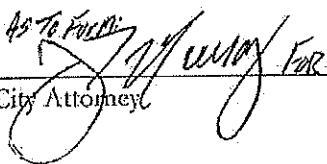
CITY OF SURPRISE
A Municipal Corporation,

Skip Hall, Mayor

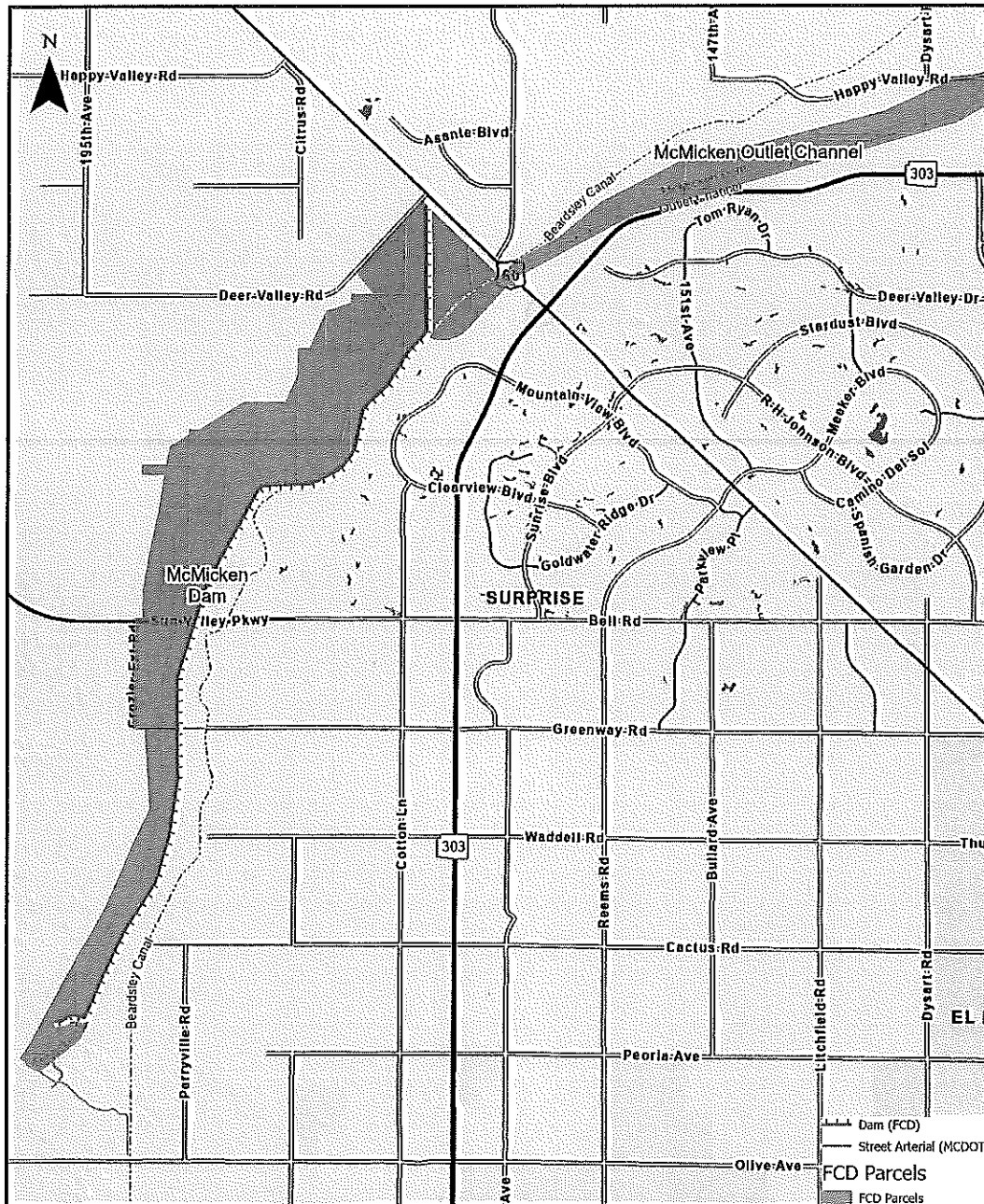
By:  10/1/24
Date

Attest:

By:  10/1/2024
City Clerk Date

By:  AS TO FISCAL 10.1.24
City Attorney Date

MOU FCD 2024U004
EXHIBIT "A"
PROJECT AREA



IGA FCD 2024U004
EXHIBIT "B"
MCMICKEN DAM IMPOUNDMENT AREA
DEVELOPMENT RESTRICTIONS AND GUIDELINES

July 26, 2024

McMicken Dam Background

These guidelines and restriction apply to the post dam rehab condition.

McMicken Dam is an earthen embankment dam 9.0 miles long with a maximum height of 39.3 feet. The dam will be raised up to about 1.5 feet as part of the overall dam rehab. The dam was originally constructed by the U.S Army Corps of Engineers (USACE) in 1954 and 1955 to protect Luke Air Force Base, the Litchfield Park Naval Air Facility, and agricultural lands in the area from flooding. In the 1970's the dam was removed from service by the USACE due to dam safety concerns by removal of two segments of the dam embankment. In the early 1980's, the dam segments were replaced and a central drain was installed in the dam to prevent dam failure due to embankment cracking. In order to mitigate a significant risk to the dam posed by earth fissures, the south end of the dam was replaced by the District with a flood control channel in 2005, and a basin and a new end of the dam was constructed of soil-cement.

The McMicken Dam impoundment area covers approximately 2,500 acres. The drainage area of the dam is 245-square miles. The dams flood storage capacity is 20,450 acre-feet. The dam impounds storm water from the Trilby and Iona Washes as well as numerous smaller washes. The dams Principal Outlet (PO) drains the dams impoundment during and after flood event by safety discharging floodwaters into the McMicken Outlet Channel. A new Principal Outlet and will be constructed as part of dam rehab. Also the McMicken Dam Outlet channel from the dam to Grand Ave will be reconstructed as part of dam rehab. The PO will have a design discharge capacity of 4,450 cfs when the dam is full to the emergency spillway crest elevation. After rehab the dam will have a 1,900 foot long reinforced concrete emergency spillway located near the north end of the dam. The emergency spillway's full discharge capacity will be about 81,000 cfs.

Overall rehabilitation of McMicken Dam is in now progress and will be performed in five design and construction phases (see attached sketch). Phase 1 is currently in construction and Phase 2 is in design. Design and construction of Phases 3, 4 and 5 will follow at later dates. These guidelines and restriction apply to the post dam rehab condition.

Additional background information and physical data on the dam is available at the District.

Impoundment Area Restrictions and Guidelines

General

The following should be fully understood by all proposing development and planning activities and other uses within the McMicken Dam impoundment area:

- The primary function of McMicken Dam impoundment area is flood detention. The impoundment area is subject to significant flood impoundments at any time. As such, all facilities and activities within the limits of the impoundment area are subject to risk of flooding and associated impacts due to impounded water and/or local runoff from streams and watercourses. The District assumes no responsibility for damages to said facilities or loss of use (including cancellation of events).
- All proposed facilities, activities and uses within the McMicken Dam impoundment area must not adversely impact the safe and proper operation of McMicken Dam Project (Project) for the existing Project or for the future Dam Rehabilitation Project as determined by the District and the Arizona Department of Water Resources (ADWR - state regulatory agency for the dam).
- The nature of the configuration and function of the flood impoundment area are such that the McMicken Dam Project creates several unique risks to facilities and activities within the impoundment area, such as:
 - Flood depth – Flood depths up to 8 feet above the crest of the new emergency spillway could occur. The crest elevation of the new emergency spillway will be Elevation 1352.5 ft NGVD 88.
 - Sedimentation – Significant sedimentation can occur at any elevation within the impoundment area.
 - Probability of Flooding – The probability of the impoundment reaching any given elevation is unknown. (Reference next bullet item)
 - Flood pool elevations are provided in Table 1 for various single event flood events. These elevations represent the estimated elevations the impoundment would reach for a single-storm rainfall/runoff event occurring on the McMicken Dam watershed with the flood impoundment pool empty at the start of the event. The impoundment pool elevations vary along the length of the dam. That is the reason two elevations are listed in the table for each flood event. The top elevations listed for each is the flood pool elevation at the north end of the dam

and the lower number is the flood pool elevation at the south end of the dam. Flood pool elevations at two additional locations along the dam are available from the District.

**Table 1: McMicken Dam Flood Inflow Events
Impoundment Pool Elevations**

Event Frequency (Annual Chance Exceedance)	Impoundment Elevations
Probable Maximum Flood (Flood Frequency Unknown)	1357.4 ft to 1359.3 ft
500-year	1353.3 ft to 1353.0 ft
200-year	1351.9 ft to 1352.5 ft
100-year	1349.9 ft to 1352.2 ft

- Note that the District currently uses NAVD 88 for all dam surveys, dam rehab design, dam monitoring and within the Emergency Action Plan (EAP). Proposed developments within the impoundment area should also use vertical datum NAVD 88. Note that elevations shown on the original as-built drawings for the dam are in an earlier datum. The District will provide technical assistance as requested when converting to the current datum, NAVD 88.
- Due to the time required to drawdown the reservoir at McMicken Dam and the potential for reservoir “building” effects resulting from sequential storms in any given period of time, the probability of the reservoir reaching a given elevation is greater than when only a single storm is considered. The probability of a sequential storm event reaching a certain impoundment elevation in a flood control dam impoundment is very difficult to estimate due to the number of potential flood event scenarios that would need to be considered and analyzed. The District has not studied this issue at McMicken Dam and cannot provide risk information in this regard, suffice to warn that it is a unique possibly unknowable risk aspect of flooding risk when developing facilities and planning activities and uses and within a flood impoundment area.
- Flood impoundments are anticipated during rainfall/runoff events essentially creating a temporary muddy lake which will to varying degrees adversely impact facilities and activities within the impoundment area. The dam does **not** have gates or controls that can be utilized to mitigate the effect of flood impoundments on facilities and activities located within the impoundment area.
- Those planning development and activities within the McMicken Dam impoundment area should be aware of and must follow development restrictions and guidelines. Additional restrictions and/or requirements with other agencies may apply. In order to best understand the various requirements of developing within the impoundment area, including obtaining a District ROW Use permit it is advised that a meeting with District Dam Safety and ROW personnel be arranged very early in the development planning process before formal start of the ROW Use Permit Process.

- All development plans and uses must be reviewed for approval through the District's ROW Use permit process.
- Floodplain Use Permits are required where applicable issued by the Flood Control District of Maricopa County.
- All development plans and uses must be reviewed and approved by the City of Surprise Development Services Department pertaining to planning and zoning, building codes, and by Maricopa County Planning and Development for areas located within unincorporated County.
- Activities disturbing the ground or vegetation including, but not limited to, geotechnical investigations, clearing and grubbing, and excavation may be subject to environmental and cultural regulations and permits. Compliance with all applicable federal, state, and local environmental and cultural regulations is required as a condition of any Right of Way permit granted by the Flood Control District of Maricopa County. It is the responsibility of the Permittee to verify and obtain all required permits. Protecting the environment helps ensure property owned and maintained by the Flood Control District of Maricopa County retains its property value, aesthetic beauty, recreational opportunities, and the biodiversity needed for a functioning desert ecosystem.
- Under the Section 408 permit process, all environmental work must comply with the National Environmental Policy Act (NEPA) and is subject to the review of the USACE Los Angeles District.
- All USACE requirements pertaining to project impacts within "Waters of the U.S." must be complied with as applicable per Section 401/404 of the Clean Water Act. Section 401/404 permits are subject to review and approval by the USACE Los Angeles District, Phoenix Area Office.
- Environmental requirements, such as air and water quality pertaining to the generation of dust and storm water discharges, are subject to compliance under the Clean Air Act (42 USC 7401 et seq) and Section 402 of the Clean Water Act, respectively, and are subject to review and approval by the Maricopa County Air Quality Division and the Arizona Department of Environmental Quality.
- Environmental requirements also include the protection of wildlife and associated habitat which are protected under such laws as the Migratory Bird Treaty Act (16 USC 715-715s) during the nesting season (February through August), the Endangered Species Act (ESA) as amended (16 USC 1531 et seq), and any State wildlife protection laws shall be complied with prior to any project impacts. The preservation of wildlife habitat is essential to the sustenance of the desert ecosystem and protection of these resources during construction is critical. This is further benefitted by the retention of aesthetic and open space values in the design of the project.
- All construction and other excavation activities must comply with OSHA.
- Any condition or activity determined by the District on a case by case basis as creating a public safety hazard of any kind will be prohibited or otherwise mitigated with concurrence by the District.
- In the interest of public safety, all should be aware of and participate in the McMicken Dam Emergency Action Plan (EAP). A copy of the McMicken Dam EAP shall be kept on site at all facilities within the impoundment area which include a

building. The District may also provide a copy of the McMicken Dam EAP to be kept on site during activities.

- Any development or activity within the impoundment area shall have an EAP that includes an Emergency Evacuation Plan (EEP), and that plan shall be coordinated with the District's EAP for McMicken Dam. The District will review the development/activity-specific EAP prior to ROW permit approval. The development/activity EAP shall include 24/7 contact information and backup contact information. The EAP must clearly specify the responsibilities of the owner to ensure that effective and timely action is taken if an emergency at the dam occurs. The EEP shall include a figure showing evacuation routes. The EAP specific to a development shall be kept on site if there is a building to store it in. The EAP specific to an activity shall be available on site during the activity.
- An EEP to evacuate people from the impoundment area in a rainfall/runoff/impoundment event will be required for all uses of facilities and recreational and other activities within the impoundment area. The District retains the right to **require** an evacuation from all areas of the impoundment area for which it has land rights based on conditions and circumstances. At the conclusion of an emergency event, an "all clear" notice for the impoundment area will be given, but it is not the District's responsibility to inspect facilities within the impoundment area owned by others.

Proposed Earthwork within the McMicken Dam Impoundment Area

- There must be no net loss in storage volume within the impoundment area and no loss of storage volume below the elevation of the emergency spillway crest (i.e., cut/fill balance). The volume of some structures or portions thereof may also count as a net loss in storage when calculating the cut/fill balance; this determination will be made on a case-by-case basis based on proposed conditions. In certain circumstances such as proposed roadway surfacing, the District may allow some minor loss of storage volume up to 500 cubic yards (approx. 0.3 acre-feet) depending on the specifics involved.
- Any proposed excavation or material removal operation from within the impoundment area greater than 1,600 cubic yards is **prohibited** unless it can be shown (to the satisfaction of the District and ADWR) no adverse impact to the safety and proper operation of the McMicken Dam Project through detailed engineering investigations and analysis and/or through design and construction.

Proposed Utilities

- Buried utilities must be designed not to "float" during any impoundment event.
- Sewer line manholes must be sealed.
- The use of septic and septic systems is prohibited below the emergency spillway crest elevation.
- Utility shut off valves/switches are to be included as appropriate.

- Towers for wireless communications are prohibited within the impoundment area.
- Solid waste shall not be stored anywhere on District property. Roll-off dumpsters are prohibited. Trash receptacles and front loader dumpsters are typically acceptable as long as they are strategically placed and secured to ensure proper function and safe operation of the dam, emergency spillway, and/or principal outlet during flood impoundments. Trash receptacles will be evaluated on a case-by-case basis.
- Proposed utility penetrations over, under, or through McMicken Dam are prohibited below the elevation of the emergency spillway crest elevation. Proposed utility crossings above the emergency spillway crest elevation must comply with District guidelines for utility crossings at dams and will require approval by the District and ADWR. Certain utilities are prohibited (Reference District Utility Penetration Guidelines). An ADWR permit to construct will be required. For dam safety reasons, the typical order of preference for utilities crossing, where and if/when permitted, is (1) over, (2) under, and (3) through the dam or appurtenant structure. It should be noted that embankment penetrations such as utilities increase the potential for seepage related issues with the dam and, as such, shall be avoided to the extent reasonably possible. Embankment penetrations will also draw increased scrutiny from the reviewing agencies.

Proposed Structures

- No inhabited structures are permitted below the emergency spillway crest elevation.
- No permanent structures are permitted below the 100-year pool level.
- Below the 100-year pool, passive recreation is generally acceptable provided there is no interference or potential interference with dam management activities. Any such activity is subject to review and approval under the District ROW Use Permit Process. Depending on specifics of proposed facilities plans a USACOE (Regulatory Division) 404 Permit may be required.
- Must provide a means to physically close recreational facilities to prevent unauthorized access during an anticipated or actual impoundment event.
- Structures and facilities are to be designed such that flood impoundments at structures and facilities do not result in debris that would impact proper function and safe operation of the dam, emergency spillway and/or principal outlet.
- Portable structures that have the potential to float shall be prohibited unless shown to be adequately secured for impoundments.

Fuel Storage

- Storage of flammable liquids is prohibited within the McMicken Dam impoundment area.
- Use of portable propane tanks shall be prohibited unless shown to be adequately controlled to prevent safety issues such as tanks being carried toward the dam by flood waters during flood impoundments.

Proposed Wells

- Production water wells are strictly prohibited on all District McMicken Dam Project property due to potential for adverse impacts to the Project.
- Small water wells of very low capacity and very low annual groundwater withdrawal volume may be allowed by the District on a case by case basis and subject to water rights and all permitting by others.

Proposed Water Impoundments

- Proposed water impoundments shall not decrease the McMicken Dam flood storage volume or increase flood water surface elevation.
- Proposed water impoundments (i.e., ponds or lakes) shall be considered as a net loss in storage and must be offset by a storage gain as needed.
- All proposed water impoundments must be designed to mitigate infiltration (i.e. a liner will be required).
- Any water impoundment greater than 10 acre-feet proposed within the impoundment area is **prohibited** unless it can be shown (to the satisfaction of the District) through detailed engineering investigations and analysis and/or through design and construction mitigation and long-term monitoring to not have a potential for adverse impact(s) on McMicken Dam or any other element of the Project. Any proposed significant water impoundment (as determined by the District) will also require a Failure Modes and Effects Analysis Study (FMEA) or a Risk Assessment Study.
- A monitoring well will be required to track infiltration/saturation and to detect the potential release of contaminants from the lake. The specific requirements will be determined on a case by case basis.
- The use of fertilizer containing phosphate, nitrogen, or other minerals that cause algae and other water quality issues in a water impoundment is prohibited.

Proposed Groundwater Recharge Facilities

- Ground water recharge facilities will be strictly prohibited within zones along the McMicken Dam Project identified as “potential earth fissure risk zones”.
- Any proposed groundwater recharge facilities outside of such zones will be considered on a case by case but will require rigorous engineering hydrogeologic analysis to show no potential for saturation of the McMicken Dam foundation over time due to the recharge facilities. Monitoring features will be to be required to be designed and constructed into the recharge facility as needed to also assure to no dam foundation saturation over time due to the recharge facility. Such studies and design measures can be expected to be extensive and costly.

Activities

- Proposed activities within the impoundment area will typically require a Special Use Permit (SUP) from the District. Activities or other uses may be denied or cancelled at

any time if, for any reason, the District judges the specific location, time, weather, or fire risk, etc. to be unacceptable from a safety and security standpoint.

- The dam, emergency spillway, and appurtenant structures will be off limits for all activities unless specifically coordinated and approved by the District.
- Overnight camping will not be permitted below the 50-year impoundment level. Specific proposed locations for camping must be reviewed and approved by the District.

RESOLUTION # 2025-46

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT (“IGA”) WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (“FCDMC”) FOR THE RECREATIONAL USE OF AN EASEMENT AREA OF THE McMICKEN DAM PROJECT, AMENDING THE FISCAL YEAR 2025 BUDGET BY MOVING BUDGET AUTHORITY OF \$278,000 FROM GENERAL CONTINGENCY TO THE PARKS AND RECREATION GENERAL FUND, AMENDING THE FISCAL YEAR 2025 CONTRACT AWARDED AUTHORITY LIST NO. 25401 BY ADDING \$278,000 TO THE NEW CITYWIDE VEHICLE PURCHASE LINE ITEM, AND THE ADDITION OF FOUR FULL-TIME EQUIVALENT (FTE) POSITIONS IN THE PARKS AND RECREATION DEPARTMENT.

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

WHEREAS, the City of Surprise Parks and Recreation Master Plan, 2040 General Plan, and City Council Strategic Plan prioritize the creation of new parks and open spaces;

WHEREAS, the Flood Control District of Maricopa County (“FCDMC”) currently owns, operates, and maintains the McMicken Dam, and the land upon which the structures are built and the land upstream of the McMicken Dam;

WHEREAS, the easement area of the McMicken Dam Project serves as a central location within the Municipal Planning Area of the City of Surprise;

WHEREAS, the City and FCDMC entered into a Memorandum of Understanding (“MOU”) in October 2024 regarding the City’s use of the McMicken Dam Impoundment Area and Outlet Channel property (“Project Area”) for City park uses including active and passive recreational facilities;

WHEREAS, the City’s initial expenses to assume responsibility for operations and maintenance of the easement area of the McMicken Dam Project will require one-time equipment purchases;

WHEREAS, the City desires to enter into an IGA with the in order to facilitate the recreational use of the easement area of the McMicken Dam Project;

WHEREAS, the current and future residents of the City of Surprise will have the opportunity to enjoy nature and recreation within the easement area of the McMicken Dam Project;

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;

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 between the City of Surprise and the Flood Control District of 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 # 2025-46
Exhibit A

1. Appropriation - The allocation below represents a movement of budget in the amount of \$278,000 from General Contingency to the General Fund for one-time equipment costs for the operations and maintenance of the McMicken Dam Project easement area. 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
General Fund	Public Works	#N61751 New Citywide Vehicle Purchases	E	220,000	278,000	498,000
Contingency	General Operations	Contingency	E	82,148,600	(278,000)	81,870,600
Expense Total				82,368,600	-	82,368,600

2. Full-Time Equivalent (FTE) – Assuming the responsibilities for the operations and maintenance of the McMicken Dam Project easement area requires the addition of four (4) new FTE.

Fund	Department	Current FTEs	Increase/ (Decrease)	Amended FTEs
General Fund	Parks and Recreation	139.8	4	143.8

RESOLUTION # 2025-46
Exhibit B

1. Contract Awarding Authority List – Council approved \$278,000 to be added to the Fiscal Year 2025 Contract Awarding Authority List for the operations and maintenance of the McMicken Dam Project easement area.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
25401	New Citywide Vehicle Purchases	\$5,523,000	\$278,000	\$5,801,000

RESOLUTION # 2025-46
Exhibit C

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY

Intergovernmental Agreement

City of Surprise and the Flood Control District (FCD) of Maricopa County

April 15, 2025



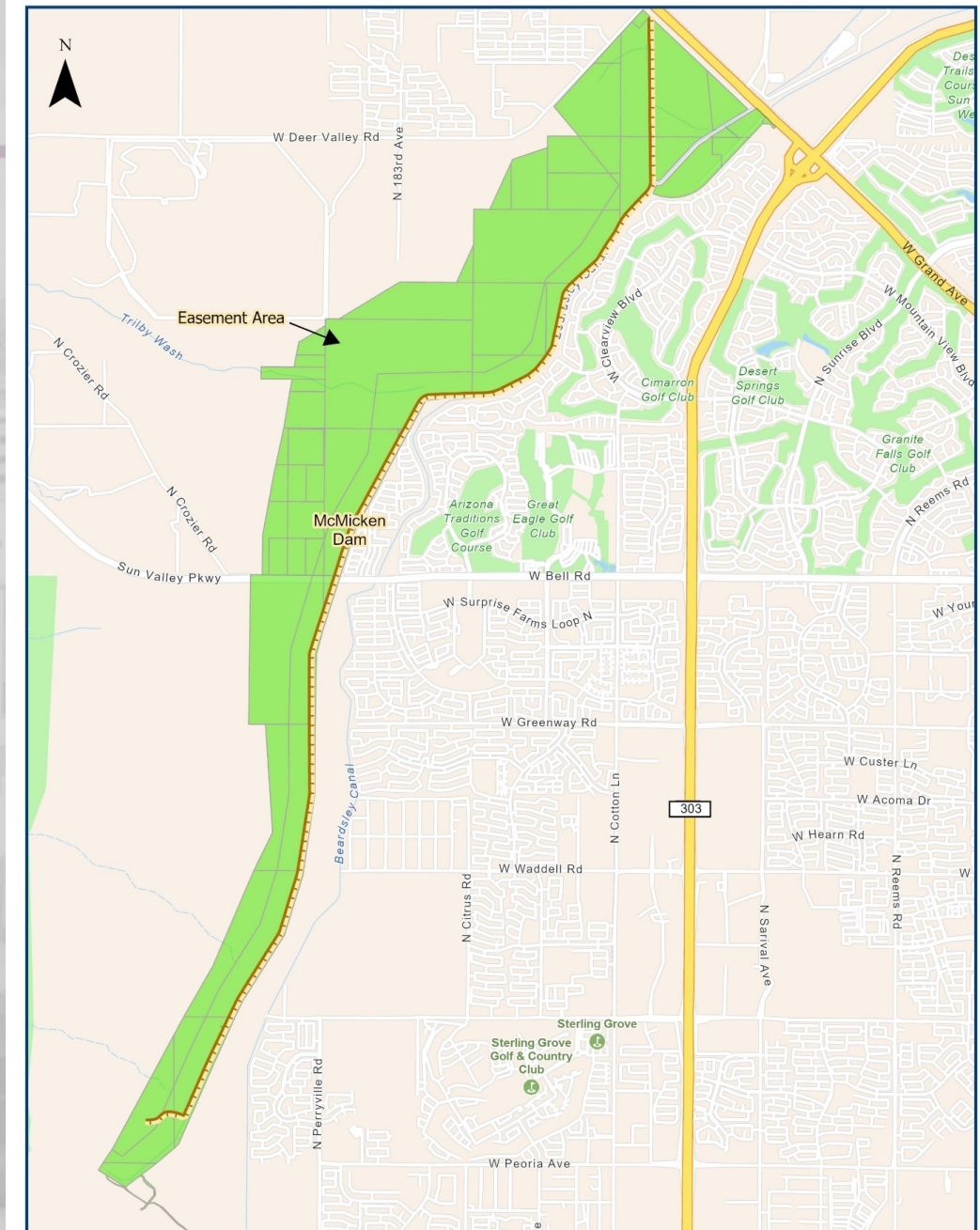
SURPRISE
ARIZONA

Background and Timeline

- May 21, 2024 – McMicken Dam Concept – Work Session
- October 1, 2024 - MOU approved by City Council and FCD
- March 27, 2025 – Maricopa County Flood Control Advisory Board recommends IGA
- April 15, 2025 – IGA presented to City Council
- May 2025 – If approved, IGA will proceed to the Maricopa County Board of Supervisors

IGA Highlights

- 3,500 acres
 - Non-exclusive recreational use easement
- City Responsibilities:
 - Maintenance and operations of open space and trails
 - Developing passive and active recreation amenities
 - Creating an Emergency Evacuation Plan
 - Abide by McMicken Dam Impoundment Area Development Restrictions and Guidelines
 - Dam must maintain functionality



IGA Highlights

- FCD will continue maintenance of the Dam and related activities
- Term: 25 years
 - Three renewal periods of 25 years
 - 100 years total if all renewal terms are initiated
- Fees and revenues must be used to support recreational activities
 - Shall not apply to any excess lands purchased in the future by the City



Opportunities for Open Space

- Dual purpose concept of using flood control lands for flood management and community amenities. Increases quality of life for Surprise residents by providing adequate open space and recreational opportunities.
 - Passive Recreation
 - Minimal Impact to Natural Land
 - Trailheads and Trail Pathways (flood channels providing scenic paths for pedestrian/bicycle/equestrian while serving as flood control buffers)
 - 90% of land use



Budget

FY25 Budget Amendment

- 4 FTEs for 3,500 acres
 - Park Rangers recruitment
- Vehicles purchases

FY26 Budget

- Ongoing: FTE, uniforms, dumping fees, gas
- One time costs: Fencing, signage, vehicles, dump truck

Next Steps – Parks & Recreation

- Upon execution of the IGA
 - Near-Term
 - Takeover of maintenance and open space preservation
 - Master Planning / Infrastructure planning
 - Identifying most suitable sites for regional park development(s)
 - Long-Term
 - Financial planning for improvements
 - Build-out of new Parks and Recreation Amenities



Next Steps - IGA

- Intergovernmental Agreement will go to the Maricopa County Board of Supervisors
 - Planned for 5/21
- Execution of the IGA upon signatures



SURPRISE
ARIZONA

Questions or Comments?

THANK YOU

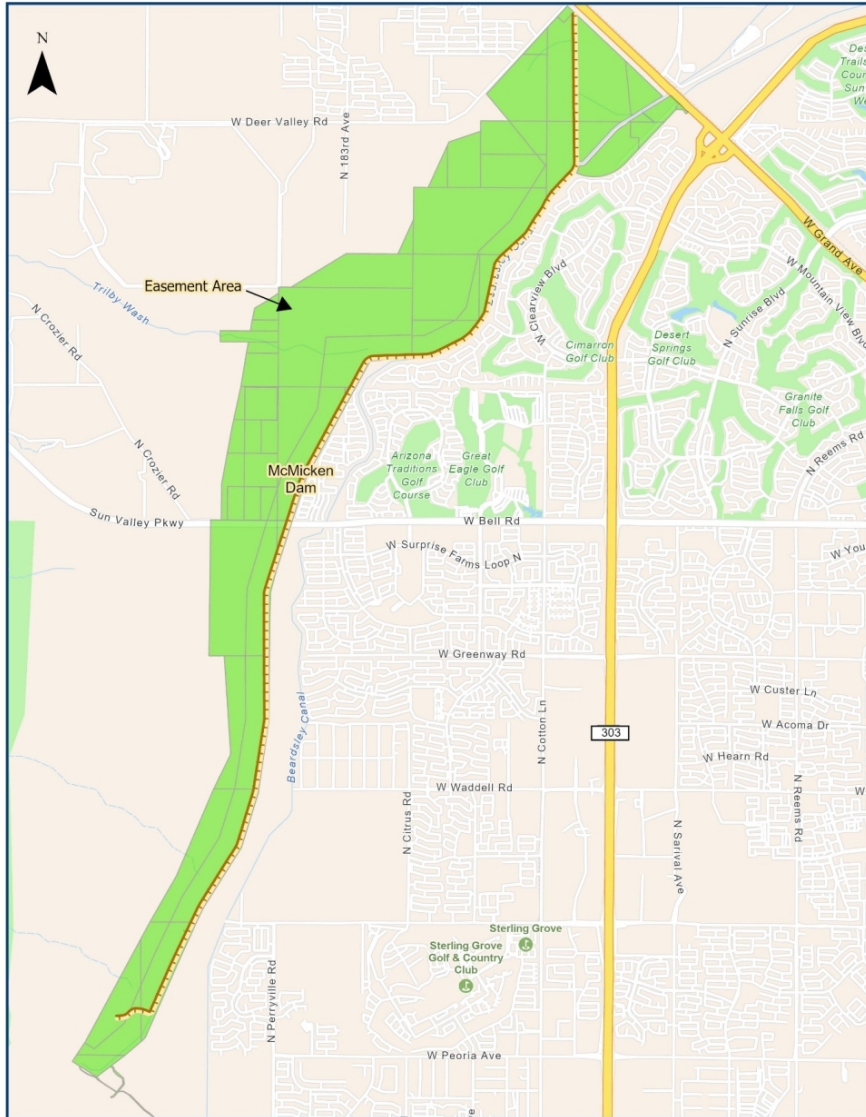


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McMicken Dam IGA Overview



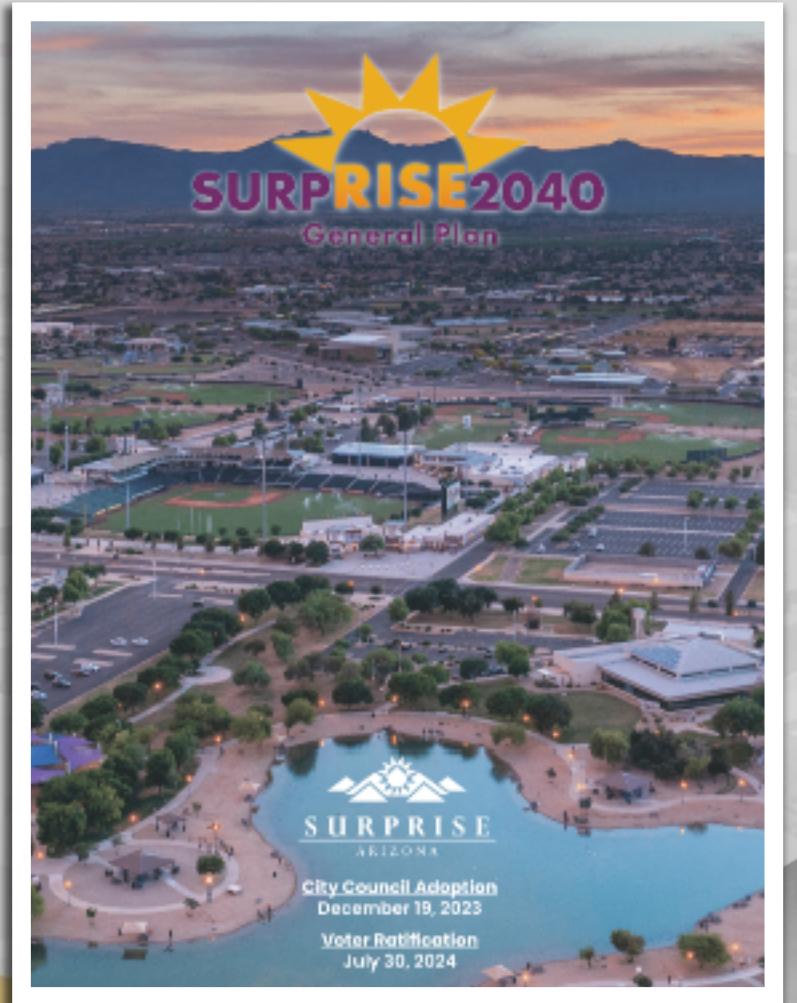
- City and County partnership
 - Approximately 3,500 acres
 - City to assume responsibility for maintenance and operations
 - County allows joint use of lands for open space preservation and a future park
 - Non-exclusive recreational use easement



SURPRISE
ARIZONA

2040 General Plan

- Preserving open space areas in and around Surprise is an area of community consensus. Many Surprise residents value the city's close access to nature and recreation as well as maintaining proper habitat protection for the native plants and animals.



City Council Strategic Plan

- Strategy 4.3: Respect Nature by Protecting Critical Wildlife Corridors
- Strategy 4.7: Provide a Connected Park Experience Through the Development of an Overall Park System Framework
- Strategy 4.8: Pursue Opportunities to Create New Parks and Open Space



Parks and Recreation Master Plan

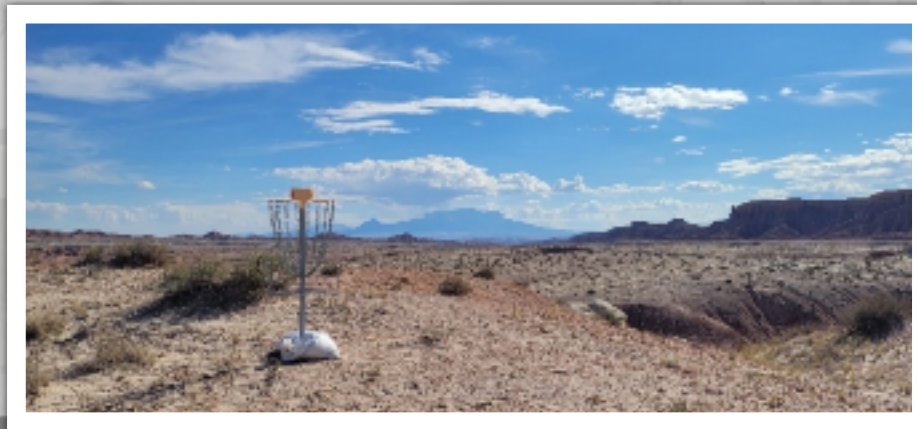
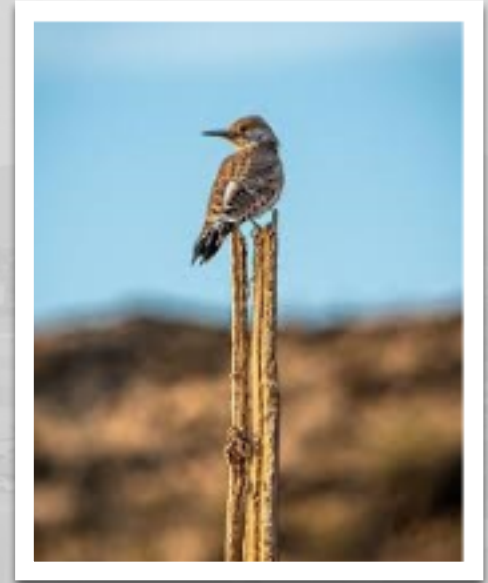
- Parks and Recreation Master Plan
 - “Establish a Memorandum of Understanding with County agencies to secure and promote open space agreements for recreation and conservation easements”
 - Add approximately 800 acres of open space, natural lands, and wildlife corridors



SURPRISE
ARIZONA

Open Space Amenities

- BMX Track – Clay or dirt
- Disc Golf Course
- Ramadas / Restrooms at Trailhead
- Archery Range
- Animal Corridor
- Bird watching



Programmable Park Amenities

Regional Park may include some of the following features:

- Playgrounds
- Racquet Sports Courts
- Multi-purpose fields
- Sports Fields with lighting
- Basketball Court
- Softball / Baseball Field
- Park Maintenance Facility
- Storage Area
- Restroom / Concessions
- Pond
- Walking paths
- Ramadas
- Parking
- Roadways





CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 15, 2025
Submitting Department: Legal
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Consideration and action to recess into executive session for discussion and consultation with the city attorney for legal advice and to consider the city council's position and instruct the city attorney pertaining to water storage matters pursuant to A.R.S. 38-431.03A.3. and 4.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: April 15, 2025
Submitting Department: Legal
Staff Recommendations:

Contact Person:
District: Internal

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

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

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
