



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

**Tuesday, September 17, 2019 @ 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

Proclamation: Dementia Friendly City

E. City Manager Report

F. City Clerk Report

G. 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.

[Download the Call to the Public form](#) (PDF download requires Adobe Acrobat Reader)

[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.

The Call to the Public form is also available at the front counter.

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.

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|--|--|
| 1. | Citywide | Consideration and action on the Regular Council Meeting and Executive Session Minutes for September 5th, 2019. | None

Sherry Aguilar
City Clerk |
| 2. | District 3 | Consideration and action pertaining to approval of the Replat entitled, "Zanjero Trails Phase 2 – Parcel 11C" dated August 9, 2019, a 2.22 acres property located generally ½ miles north of the northwest corner of Peoria and Perryville Roads within the Zanjero Trails Planned Area Development ("PAD"). | None

Hobart Wingard
Community
Development |
| 3. | District 5 | Consideration and action pertaining to approval of the Final Plat entitled, "Mera City Center A Replat of Lots 1 and 3 of Rangers Housing at Surprise Center" dated September 3, 2019, a 6.66 acre property located in the Surprise Center Planned Area Development ("PAD") generally north of Greenway Road and west of Civic Center Drive. | None

Hobart Wingard
Community
Development |
| 4. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, "Rancho Mercado Parcel A18E" dated July 31, 2019, a property generally located in the Rancho Mercado PAD north of Happy Valley Road and west of 139th Avenue. | None

Sergio Angulo
Community
Development |

5.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Rancho Mercado Parcel A18W" dated July 31, 2019, a 20.725 acre property generally located in the Rancho Mercado PAD north of Happy Valley Road and east of Rancho Mercado Parkway.	None Sergio Angulo Community Development
6.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Rancho Mercado Parcel A16" dated July 25, 2019, a 20.04 acre property located in the Rancho Mercado PAD generally north of Happy Valley Road and east of Rancho Mercado Parkway.	None Sergio Angulo Community Development
7.	District 1	Consideration and action pertaining to approval of the Map of Dedication entitled "Happy Valley Road Phase 6" dated February 21, 2018, located in the Rancho Mercado PAD.	None Sergio Angulo Community Development
8.	District 4	Consideration and action pertaining to approval of the Final Plat entitled, "Heritage on Dysart" dated May 31, 2019, a 9.55 acre property located generally south of Elm Street and east of Dysart Road, in the SHD-CO (Surprise Heritage District- Commercial Overlay) zoning district.	None Shirtley Phan Community Development
9.	Citywide	Consideration and action amending the Fiscal Year 2020 Capital Budget by reallocating appropriations of \$4,200 from Contingency within the Grants Fund to the General Capital Fund for a donation from the Friends of the Surprise Libraries; Resolution #2019-105.	None Donna Miller Parks and Recreation
10.	Citywide	Consideration and action pertaining to approval of a Intergovernmental Agreement between the Maricopa County Library District and the City of Surprise for the operation of the Northwest Regional Library, the Hollyhock Branch Library and the Asante Library through June 30, 2024; Resolution #2019-96.	None Donna Miller Parks and Recreation
11.	District 6	Consideration and action amending the Fiscal Year 2020 budget by reallocating appropriations of \$85,900 from Contingency within the Parks/Rec Development Fee Grandfathered Fund to Capital and amending the Capital and Operating List of items over \$50,000 for the installation of a shade structure at Marley Park; Resolution #2019-107.	None Donna Miller Parks and Recreation
12.	Citywide	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations in the amount of \$15,000 within the Grants Fund for the acceptance of an award from the AZ Governor's Office of Highway Safety (GOHS) to support personnel overtime and to enhance DUI Enforcement efforts in the City of Surprise; Resolution # 2019-110.	None Terry Young Police

- | | | | |
|-----|------------|---|--|
| 13. | Citywide | Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the cities of Goodyear, Peoria, and Surprise to develop a community paramedicine program and an amendment to the fiscal year 2020 budget by reallocating appropriations of \$43,000 within the Grants Fund; Resolution #2019-120. | None

Tom Abbott
Fire - Medical |
| 14. | District 6 | Consideration and action pertaining to conditional acceptance of streets and public utility improvements at Marley Park Parcels 15 and 16, generally located at W. Cactus Road and N. Bullard Avenue; Resolution # 2019-106. | None

Mike Gent
Public Works |
| 15. | District 5 | Consideration and action pertaining to the conditional acceptance of streets and public utility improvements at Thompson Thrift at Surprise Center, generally located at Elm Street and Civic Center Drive; Resolution # 2019-111. | None

Mike Gent
Public Works |

REGULAR AGENDA ITEM - PUBLIC HEARING:

- | | | | |
|-----|------------|---|---|
| 16. | District 2 | Consideration and action pertaining to a Rezone of approximately 5.08 acres from PAD-Worship to PAD-C1 on Lot 2 of the Regency Sun City Grand Holdings, LLC in the Sun City Grand PAD generally located south of Mountain View Boulevard and west of Reems Road; Ordinance # 2019-24. | None

Shirley Phan
Community Development |
|-----|------------|---|---|

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|-----|----------|---|--|
| 17. | Citywide | Presentation and discussion pertaining to the land entitlement process. | None

Joshua Mike
Community Development |
|-----|----------|---|--|

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

- | | | | |
|-----|----------|---|-----------------------------|
| 18. | Internal | Consideration and action to recess into executive session to discuss and consult the City's attorneys for legal advice pertaining to potentially initiating litigation. | None

Robert
Legal |
|-----|----------|---|-----------------------------|

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

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));

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

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: Posted on Thursday, September 12, 2019 @ 11:45 a.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 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 17, 2019
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 17, 2019
Submitting Department: Mayor and Council
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

Proclamation: Dementia Friendly City

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Proclamation- Dementia Friendly City
-



Procl

amation

Office of the Mayor

WHEREAS, 5 million Americans and 15 million caregivers are living with Alzheimer's and Dementia related diseases; and

WHEREAS, Nearly 60% of people with Dementia live in their own community homes and 1 in 7 live alone; and

WHEREAS, In 2014 caregivers provided 17.9 billion hours of unpaid care and valued at 217.7 billion annually; and

WHEREAS, 85% of all unpaid help provided to those with Dementia comes from family members; and

WHEREAS, Dementia Friendly Communities foster the ability of people living with Dementia to remain in community and engage and thrive in day to day living; and

WHEREAS, the City of Surprise is committed to partnering with Banner Alzheimer's Institute, Sun Health, Benevilla and The Salvation Army to bring our residents program information and resources to help learn and understand about Alzheimer's and Dementia related diseases; and

NOW, THEREFORE, let it be resolved that I, **Skip Hall**, Mayor of the **City of Surprise**, do hereby proclaim The City of Surprise as a:

Dementia Friendly City

DATED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Sherry Aguilar, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 17, 2019
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person: Michael Frazier, ASSISTANT
CITY MGR
District: Citywide

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

Agenda Wording:

Students from Growing Minds Preschool will address the Council, followed by a report from the Youth Council.

Motion:

None

Background:

Youth from the Growing Minds Preschool will present the schools achievements and opportunities to the Council.

Followed by a Youth Council member's report pertaining to current Youth Council events and projects.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 17, 2019
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action on the Regular Council Meeting and Executive Session Minutes for September 5th, 2019.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Sept 5 REG
-

CITY OF SURPRISE
Regular City Council Meeting Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Thursday, September 5, 2019 @ 6:00PM

Call To Order

Invocation

Roll Call

Mayor Hall called the Regular City Council Meeting to order at 06:00 PM at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on Tuesday, August 6, 2019. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Member Duffy; Council Member Hayden, Council Member Sanders; Council Member Judd and Council Member Remley.

Staff present:

Assistant City Manager, Mark Schott, City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Proclamation and Community Acknowledgements

Proclamation - issued drafting of the constitution, Constitution Week.

City Manager Report

Youth Services Coordinator, HSCV - West point Elementary Orchestra Academy

1. Presentation of "Storm Ready" certification to the City of Surprise.

Tracy Montgomery, Emergency Management conducted a brief report on the award being received by the National Weather Service.

City Clerk Report

2. Consideration and action on the appointment of LaCoya Shelton to fill a vacancy on the Personnel Appeals Board with a four year term expiration of June 30, 2023 and directing City Clerk Aguilar to administer the Oath of Office - APPROVED

Council Member Judd made the motion to approve the appointment of LaCoya Shelton. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Call To The Public

Dale Deal - business affected by dividers being put in front of my business. I am losing business now and I have had my business here for over 10 years.

Hall Ewing - Also concerned about dividers being put in on Waddell Road and affecting the business. Spoke with Mr. Mike Gent, then referred to Karl Zook.

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Sanders made the motion to approve the consent agenda. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

3. Consideration and action on the minutes of August 6, 2019 Regular City Council Work Session, Executive Session and Regular City Council Meeting - APPROVED

4. Consideration and action pertaining to the renewal of the Federal fiscal year 2020 U.S. Department of Justice Drug Enforcement Administration (DEA) Task Force Intergovernmental Agreement and accompanying budget amendment reallocating \$300; Resolution #2019-102 - APPROVED

5. Consideration and action pertaining to approval of a Quit Claim Deed to TR Surprise, LLC, releasing deed restrictions on one acre of real property located near Bullard Avenue and Greenway Road, within city center - APPROVED

6. Consideration and action pertaining to acceptance of a Drainage Easement from The Estate of Larry Klinger for roadway improvements along 171st Avenue between Jomax and Dale Lane - APPROVED

7. Consideration and action pertaining to the dissolution of the City of Surprise, Arizona, Desert Oasis Parcel B10 #168 Lighting Improvement District (SLID); Resolution #2019-15 - APPROVED

8. Consideration and action pertaining to approval of the Final Plat entitled, "Rancho Mercado Parcel A13" dated March 15, 2019, a property located in the Rancho Mercado PAD - APPROVED

9. Consideration and action pertaining to approval of the Final Plat entitled, "McMicken Way" dated June 28, 2019, a property located in the Rancho Mercado PAD - APPROVED

10. Consideration and action pertaining to approval of the Final Plat entitled, "Plath Peakview Estates" dated July 1, 2019, a property generally located north of Peakview Road and east of 163rd Avenue, in a RR (Residential Ranch) zoning district - APPROVED

11. Consideration and action pertaining to approval of the Corrected Final Plat entitled, "Homestead at Marley Park Phase 4 & 5 Parcel 4" dated July 15, 2019, a property generally north of Old Oak Lane and east of the 145th Avenue alignments in Marley Park - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

12. Consideration and action regarding the annexation of approximately 201 acres generally located northeast of Happy Valley Road and 163rd Avenue, and establishing Surprise zoning districts Residential Medium Density (RM-9) and Rural Residential (RR). Planning case FS18-149, Paloma Creek annexation; Ordinance #2019-07 - APPROVED

Joshua Mike, City Planner & Robert Kuhfuss, City Planner gave a powerpoint presentation on this item.

Jim Rogesse - 155th Avenue, will we have access to get in and out of the area.

Gail Leigh - Lives on 158th Avenue, the back of the property are where the houses are going to be built. A lot of us have horses, will there be access to the dessert?

Mr. Kuhfuss asked for clarification of her home location.

Leticia Sanchez - I am part of the County next to the development. I am not seeing any environmental things in place. We are not climate change ready. This will not go with our horse properties, this should be kept in mind. Minimize the cement where possible, gravel and dirt walkways, etc.

Scott Richardson - See the plan ingress and egress, what is the actual plan to get in and out of this area? How many roads are going north to Jomax to accommodate all of this traffic?

Oliver Coe - Hard to get the building permit due to flooding issues, will the County and City resolve this issue? Something should be done.

Hall Ewing - Live on 163rd Avenue and Jomax, someone needs to watch the traffic on this roadway, traffic backs up already without this housing development. If you would consider the horse properties environment for our area.

Leticia Sanchez, we are not technically Surprise but your actions have an impact on us. The flooding will be a problem. Please consider your actions.

Vice Mayor Winters - Is the applicant obligated to widen 163rd?

Council Member Remley - Clarification lot sizes.

Council Member Duffy - How many different ways can you get in and out of this area?

Council Member Judd - Going back to transition, our general plan mandates that we make a smooth transition, correct? How does our math work on this?

Council Member Judd - We have no public pools north of Surprise. We should be building pools in this area.

Bill Alley - Tiffany Bosco - explained the plan and minimum requirement of footage from porch to the fence.

Council Member Hayden - Are any of the roads going to be made into 4 lanes?

Vice Mayor Winters made the motion to approve Ordinance 2019-07. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

14. Consideration and action pertaining to approval of a Preliminary Plat entitled, " Paloma Creek" dated January 28, 2019, a 542 Lot, 49 Tract Preliminary Plat of property generally located east of 163rd Avenue between Happy Valley and Jomax Roads; Resolution # 2019-114 - APPROVED

No public comments were made.

Vice Mayor Winters made the motion to approve Resolution 2019-114. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

13. Consideration and action pertaining to approval of a rezoning of approximately 151 acres generally located east of 163rd Avenue between Happy Valley Road and Jomax Road from Residential Medium Density (RM-9), Residential Ranch (RR), and Planned Area Development (PAD) to Residential Medium Density with a Planned Unit Development Overlay (RM-9 PUD). Planning Case FS18-150 for Paloma Creek zone change; Ordinance #2019-22 - APPROVED

No public comments were made.

Vice Mayor Winters made the motion to approve Ordinance 2019-22. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

15. Consideration and action pertaining to approval of a Preliminary Plat entitled, "Sunrise" dated June 7, 2019, a property located in the northeast corner of 171st Avenue and Jomax Road; Resolution 2019-113 - APPROVED

City Planner, Sergio Angulo gave a powerpoint presentation on this item.

No public comments were made.

Vice Mayor Winters - What type of tree are they asking to plant?

Vice Mayor Winters made the motion to approve Resolution 2019-113. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

Palo Verdes, substitute for an approved plant in the design standards.

16. Consideration and action pertaining to approval of the Final Plat entitled, "Toll at Prasada Phase 2 Master Plat" dated June 18, 2019, a property generally located on Peoria Avenue west of Cotton Lane - NO ACTION TAKEN

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

17. Consideration and action amending the Surprise Municipal Code, Chapter 2, Article VIII, Section 2-304 pertaining to Audit Committee membership; Ordinance #2019-23 - APPROVED

City Auditor, Carol Holley gave a brief presentation on this item.

Mayor Hall - We talked about the recording process of the Chairman of the Audit Committee.

Identified in the bylaws.

Mayor Hall - E-Session changes.

Council Member Judd - What is the make of the Audit Committee now.

7 members, 2 council, 2 residents and 3 staff.

Council Member Remley - What we are trying to accomplish here is make things more transparent to the public.

Vice Mayor Winters - What is the purpose of the members on the Audit Committee that do not have a vote?

Council Member Remley made the motion to approve Ordinance 2019-23. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

Other Business and Future Agenda Items

Mayor Hall - traffic impacts on the northern portion of Surprise, due to growth.

Vice Mayor Winters - Report on drownings in Surprise and code requirements for barriers.

18. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 Budget by reallocating appropriations of \$371,000 from water operations and grant contingency to establish a new capital project and to account for acceptance of an Arizona Department of Water Resource Water Management Assistance Grant in the amount of \$200,000; Resolution #2019-104 – APPROVED

Council Member Hayden made the motion to approve Resolution 2019-104. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

City Council Reports

Council Member Duffy - Ottawa has first football game on Friday night; Meet & Greet this Saturday. Attended League Conference.

Council Member Hayden - League Conference; how advanced our City is and what we have accomplished; attended Chamber breakfast - school is our primary topic; Read on America meeting.

Council Member Judd - League conference; CAP Dinner last night; meet and greet at Freddy's Restaurant at 6:00 p.m. on September 16th;

Council Member Remley - Glad to be back, out for a while. Attended the League conference; many of the elected officials let their hair down and share some of the challenges they are having at this conference. Last night I attending a meeting on Hollyhock, 3 residents showed up over a needs assessment, disappointing that it was a low turnout. Next meeting will be at the end of September for the same presentation. Another mailer will be sent out for this meeting. I am going to pay for half of the costs of the mailer. September 25th - 6:00 p.m.

Council Member Sanders - Attended League conference; attended Dysart community coalition; raising funds for various projects. Had a meet and greet last Saturday, well attended. Ottawa has their first home game on Saturday.

Vice Mayor Winters - League conference; attended CAP Dinner; went to Peoria dedication of Vietnam moving wall.

Mayor Hall - Hosted Fire and Police Chiefs - keeping the City safe; attended the League conference; Dale's business has been there for so long and the City screwed up on this construction project, we need to be more considerate. Very proud of our City staff.

Executive Session

Vice Mayor Winters made the motion to recess the Regular City Council Meeting and enter into executive session at 8:24 PM. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

19. Consideration and action to recess into executive session to discuss and consider end of year personnel evaluations and Fiscal Year 2020 goals for the City Manager, City Clerk, and City Attorney pursuant to A.R.S. 38-431.03 (A)(1).

Adjournment

Council Member Sanders made the motion to adjourn the Regular City Council Meeting at 10:02 PM. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, 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 **Thursday, September 5, 2019.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 17, 2019 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Replat entitled, “Zanjero Trails Phase 2 – Parcel 11C” dated August 9, 2019, a 2.22 acres property located generally ½ miles north of the northwest corner of Peoria and Perryville Roads within the Zanjero Trails Planned Area Development (“PAD”).

Motion:

I move to approve the Replat entitled, “Zanjero Trails Phase 2 – Parcel 11C,” dated August 9, 2019.

Background:

Hilgart Wilson LLC, on behalf of LCD Asante LLC, seeks approval of a Replat of Zanjero Trails Parcel 11C for the widening of lots 107-117. The Replat will provide additional space to better complement their proposed model home complex. The widening of the lots will reduce Tract F by 0.1339 acres and have no other impacts on the Parcel beyond slightly shifting water and sewer service locations.

Objective Analysis:

The proposed Replat will provide additional space on the Lots 107 through 120 to better complement their proposed model home complex.

Policy Compliant:

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

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 19.08.27 EVR Zanjero 11C RP - CC Staff Report - 091719 (1)

2. 01 - FS19-402 - Zanjero 11C RP - Vicinity - 091719
 3. 02 - FS19-402 - Zanjero 11C RP - Replat- 091719
 4. 03 - FS19-402 - Zanjero 11C RP - Landscape - 091719
 5. 04 - FS19-402 - Zanjero 11C RP - CC PowerPoint - 091719
-

Case: FS19-402

Project Name: Zanjero Trails Parcel 11C Replat

Council District: 3 – Mesquite

Meeting Date: September 17, 2019

Planner: Hobart Wingard, Planner II

Owner: LCD Asante LLC

Applicant: Hilgart Wilson LLC

Request: Replat approval for Parcel 11C of the Zanjero Trails Planned Area Development (“PAD”)

Site Location: Generally, ½ mile north of the northwest corner of Peoria and Perryville Roads within the Zanjero Trails PAD

Site Size: Approximately 2.22 acres of the 31.22 acre Parcel 11C and 878.70 acre Zanjero Trails PAD

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: None received by staff

Findings:

- The proposed Replat demonstrates compliance with the General Plan.
- The proposed Replat demonstrates compliance with the criteria set forth in the Zanjero Trails PAD.
- The proposed Replat demonstrates compliance with the criteria set forth in Surprise Unified Development Code (SUDC).
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approval** of the requested Replat will allow the applicant to develop the property in a manner that is consistent with the Final Plat, City of Surprise requirements, and the approved PAD.

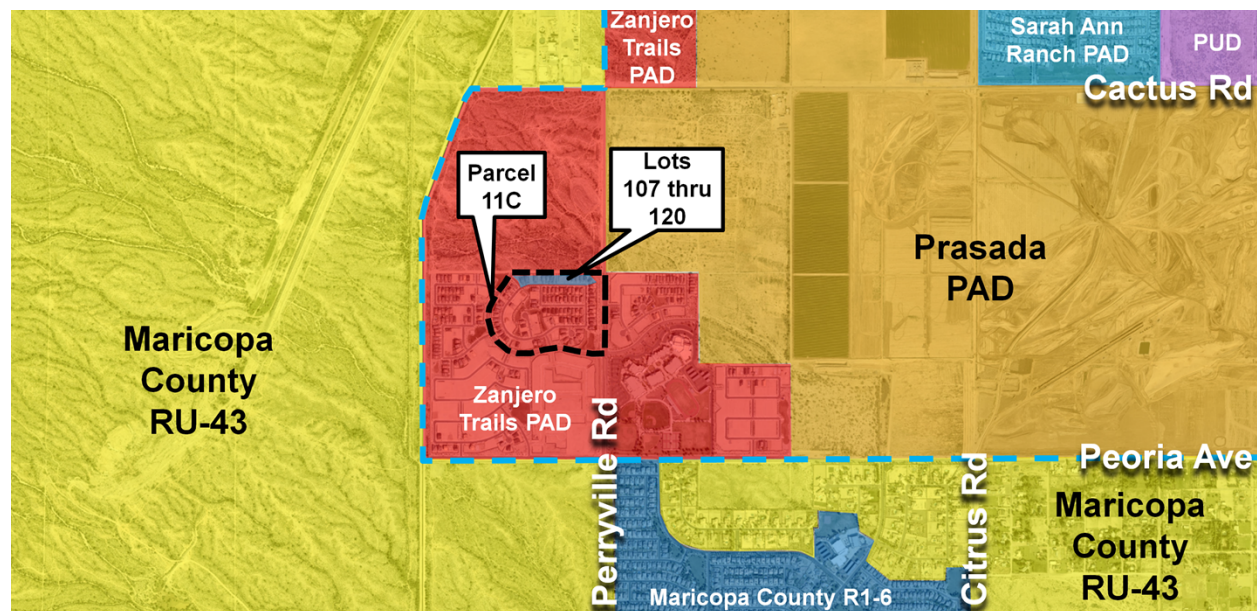
Denial of the requested Replat will deny the applicant the opportunity to develop the property pursuant to the requested Replat.

PROJECT DESCRIPTION:

Hilgart Wilson LLC, on behalf of LCD Asante LLC, seeks approval of a Replat of Zanjero Trails Parcel 11C for the widening of lots 107-117. The Replat will provide additional space to better complement their proposed model home complex. The widening of the lots will reduce Tract F by 0.1339 acres and have no other impacts on the Parcel beyond slightly shifting water and sewer service locations.

EXISTING ZONING:

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



Zanjero Trails PAD 11B RL-5-PAD	Zanjero Trails PAD 11C RL-5-PAD	Prasada PAD Lakes Village
Zanjero Trails PAD 12A RL-5-PAD	Zanjero Trails PAD 11C RL-5-PAD	Prasada PAD Lakes Village
Zanjero Trails PAD 12C RL-5-PAD	Zanjero Trails PAD 12B RL-5-PAD	Zanjero Trails PAD Shadow Ridge High School

BACKGROUND:

September 11, 2008: The subject lands associated with Zanjero Trails were annexed into the City of Surprise.

September 11, 2008: The Mayor and City Council approved a PAD for the Zanjero Trails PAD under case PAD07-341.

October 23, 2008: The Mayor and City Council approved a Preliminary Plat for Zanjero Trails under Case PP07-346.

August 7, 2018: The Mayor and City Council approved a Final Plat for Zanjero Trails Parcel 11C under Case FS17-433.

June 5, 2019: The applicant filed a request for a Replat of the Final Plat for Zanjero Trails Parcel 11C, under Case FS19-402, the subject case.

UTILITY AND SERVICES TABLE:

Electric:	APS
Water:	EPCOR
Wastewater:	City of Surprise
Internet:	Cox/Century Link
Refuse:	City of Surprise
Natural Gas:	SWG

CONFORMANCE WITH ADOPTED PLANS:

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

REVIEWING AGENCIES:

All City reviewing departments have reviewed the request and expressed no objections.

The subject Site Plan was also routed to the standard external reviewing agencies, who offered the following comments:

Maricopa Water District (MWD): In an email dated June 10, 2019, MWD indicated that they would work with the developer to meet the requirements of the development agreement between the original landowner and MWD.

Arizona Department of Transportation (ADOT): In emails dated June 12, 2019, ADOT indicated the proposal will have no impact on existing highway facilities.

Maricopa Flood Control District (FCDX): In an email dated June 10, 2019, FCDX indicated the proposal would not impact FCDX.

Luke Air Force Base: In an email dated June 11, 2019, Luke Air Force Base indicated the proposal will not affect flight operations. Luke encourages a strong notification program on the part of the applicant to inform any potential property owners about Luke AFB operations.

96 **SUMMARY:**

97 Staff believes the proposed Replat is consistent with the manner and intent of the Zanjero
98 Trails PAD Zoning District in which it occupies. If approved, the site will be allowed to be
99 developed in accordance with the requirements of the City of Surprise and the PAD.

100

101 **FINDINGS:**

- 102 • The proposed Replat demonstrates compliance with the General Plan.
- 103 • The proposed Replat demonstrates compliance with the criteria set forth in the
- 104 Zanjero Trails PAD.
- 105 • The proposed Replat demonstrates compliance with the criteria set forth in Surprise
- 106 Unified Development Code (SUDC).
- 107 • The reviewing agencies have indicated no objections to the request.

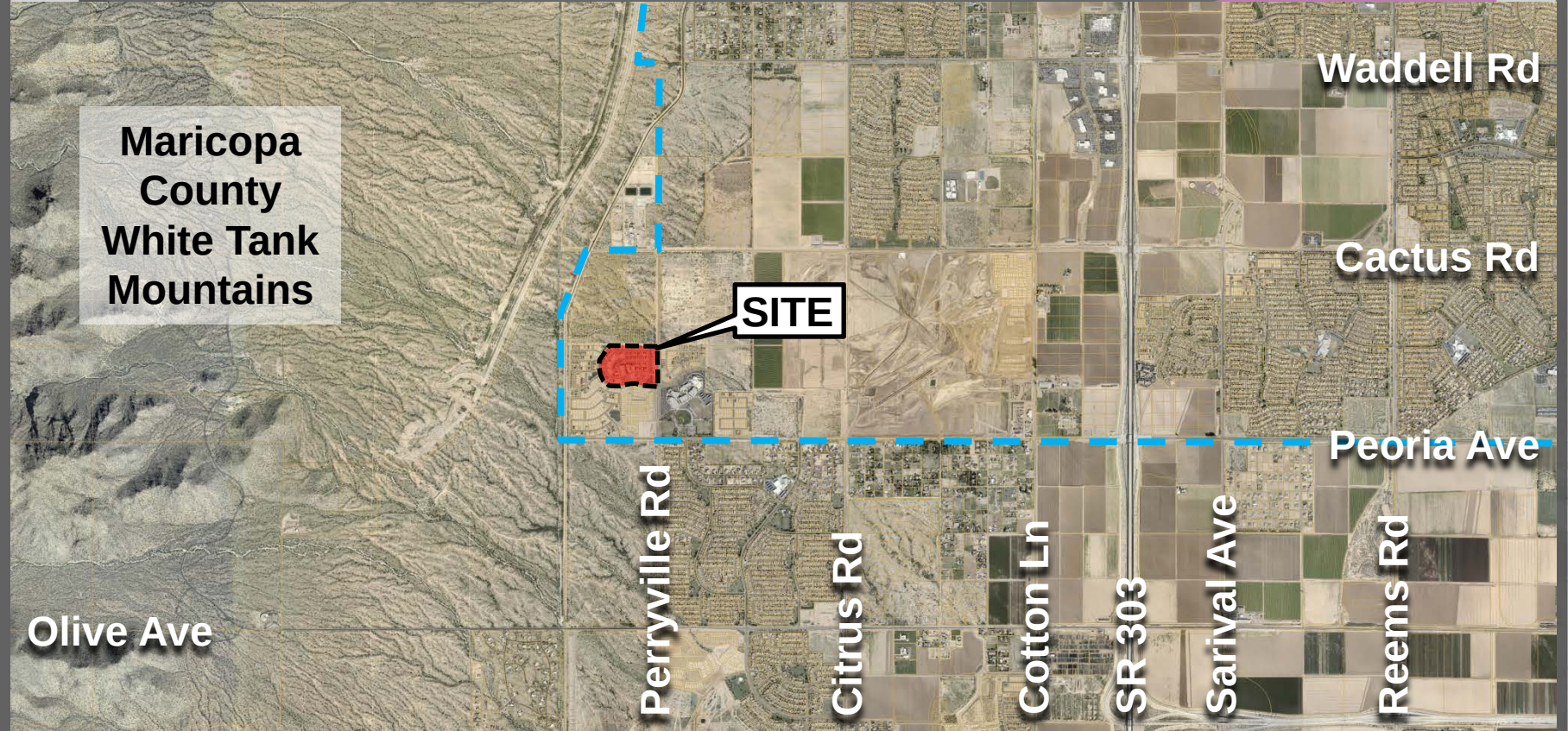
108

109 **ATTACHMENTS:**

- 110 01 – Vicinity Maps
- 111 02 – Final Plat
- 112 03 – Landscape Plans
- 113 04 – PowerPoint

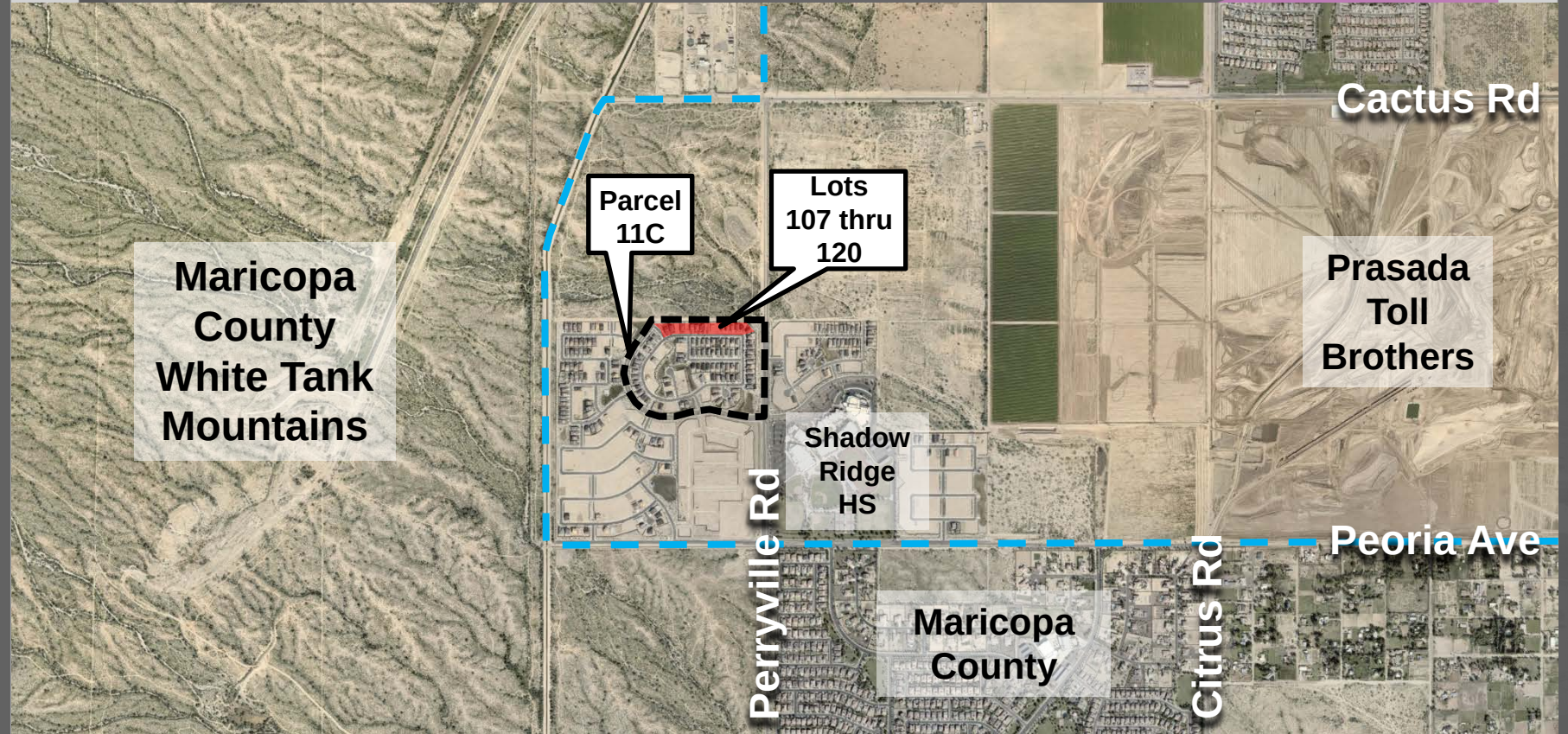
VICINITY MAP

FS18-402
Zanjero Trails 11C



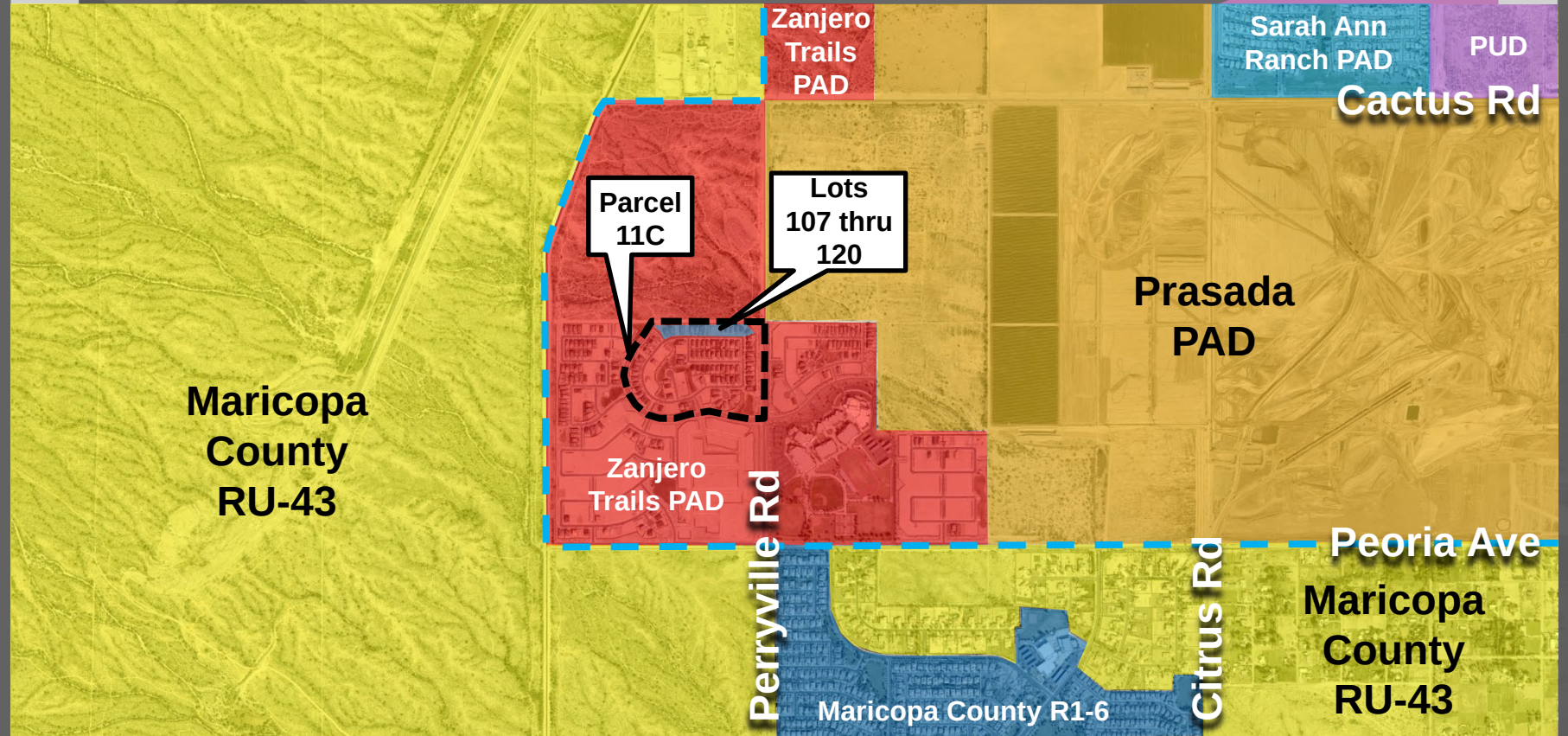
VICINITY MAP

FS18-402
Zanjero Trails 11C



ZONING MAP

FS18-402
Zanjero Trails 11C



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:
LENNAR ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "RE-PLAT OF ZANJERO TRAILS PHASE 2 - PARCEL 11C", BEING A RE-PLAT OF TRACT F AND LOTS 107 THROUGH 120, AS SHOWN ON THE FINAL PLAT OF ZANJERO TRAILS PHASE 2 - PARCEL 11C AS FILED IN BOOK 1440, PAGE 31, MARICOPA COUNTY RECORDS, BEING A PORTION SITUATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "RE-PLAT OF ZANJERO TRAILS PHASE 2 - PARCEL 11C" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SEWER EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE SEWER LINES AND MANHOLES.

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

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

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

THE CITY OF SURPRISE AGREES TO INDEMNIFY LENNAR ARIZONA, INC., AN ARIZONA CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF AND ITS SUCCESSORS AND ASSIGNS FOR ANY AND ALL DIRECT DAMAGES TO THE PERSONAL PROPERTY OR FOR PHYSICAL INJURY TO OR DEATH OF PERSONS OCCURRING ON THE AREA OF THIS EASEMENT CAUSED BY OR ARISING AS THE PROXIMATE RESULT OF THE ACTIVITIES OF THE CITY OF SURPRISE OR MEMBERS OF THE PUBLIC USING THE PLAT PURSUANT TO THE TERMS OF THIS EASEMENT, EXCEPT FOR SUCH INJURY OR DAMAGES CAUSED BY OR ARISING SOLELY FROM THE WILLFUL, MALICIOUS OR GROSSLY NEGLIGENT CONDUCT OF LENNAR ARIZONA, INC., AN ARIZONA CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR THOSE OF ITS SUCCESSORS AND ASSIGNS THAT WAS THE DIRECT CAUSE OF THE INJURY TO THE USER.

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

IN WITNESS WHEREOF:

LENNAR ARIZONA, INC., AN ARIZONA CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2019.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE ____ DAY OF _____, 2019, BEFORE ME, _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF LENNAR ARIZONA, INC., AN ARIZONA CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC MY COMMISSION EXPIRES _____

ZANJERO TRAILS HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION, _____, DULY ELECTED PRESIDENT OF ZANJERO TRAILS HOMEOWNERS ASSOCIATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREIN.

NAME _____

TITLE _____

ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE ____ DAY OF _____, 2019, BEFORE ME, PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF THE _____ COMMUNITY ASSOCIATION AND ACKNOWLEDGED THAT HE/SHE AS _____ BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

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

BY: _____ DATE _____

RE-PLAT
OF
ZANJERO TRAILS PHASE 2 - PARCEL 11C
SURPRISE, ARIZONA

A RE-PLAT OF TRACT F AND LOTS 107 THROUGH 120, AS SHOWN ON THE FINAL PLAT OF ZANJERO TRAILS PHASE 2 - PARCEL 11C AS FILED IN BOOK 1440, PAGE 31, MARICOPA COUNTY RECORDS, ARIZONA, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

NOTICE OF ZANJERO TRAILS PHASE 2 - PARCELS 11A-11D
DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO A ZANJERO TRAILS PHASE 2 - PARCELS 11A-11D DEVELOPMENT AGREEMENT DATED MARCH 17, 2015, ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON MARCH 18, 2015, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 2015-0182221. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER AT LENNAR ARIZONA, INC., AN ARIZONA CORPORATION, 4121 WEST ORAIBI DRIVE GLENDALE, ARIZONA 85308, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTIONS 7 AND 9, UPON REASONABLE REQUEST.

DATED THIS ____ DAY OF _____, 2019.

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

CHRISTINE CAIN, PROPERTY AND CONTRACTS SUPERVISOR

ATTEST:

GLEN VORTHERMS, ASSISTANT SECRETARY

LENNAR ARIZONA, INC., AN ARIZONA CORPORATION

BY: LENNAR ARIZONA, INC., AN ARIZONA CORPORATION

BY: _____

ITS: _____

NOTICE OF INTERGOVERNMENTAL AGREEMENT

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

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

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

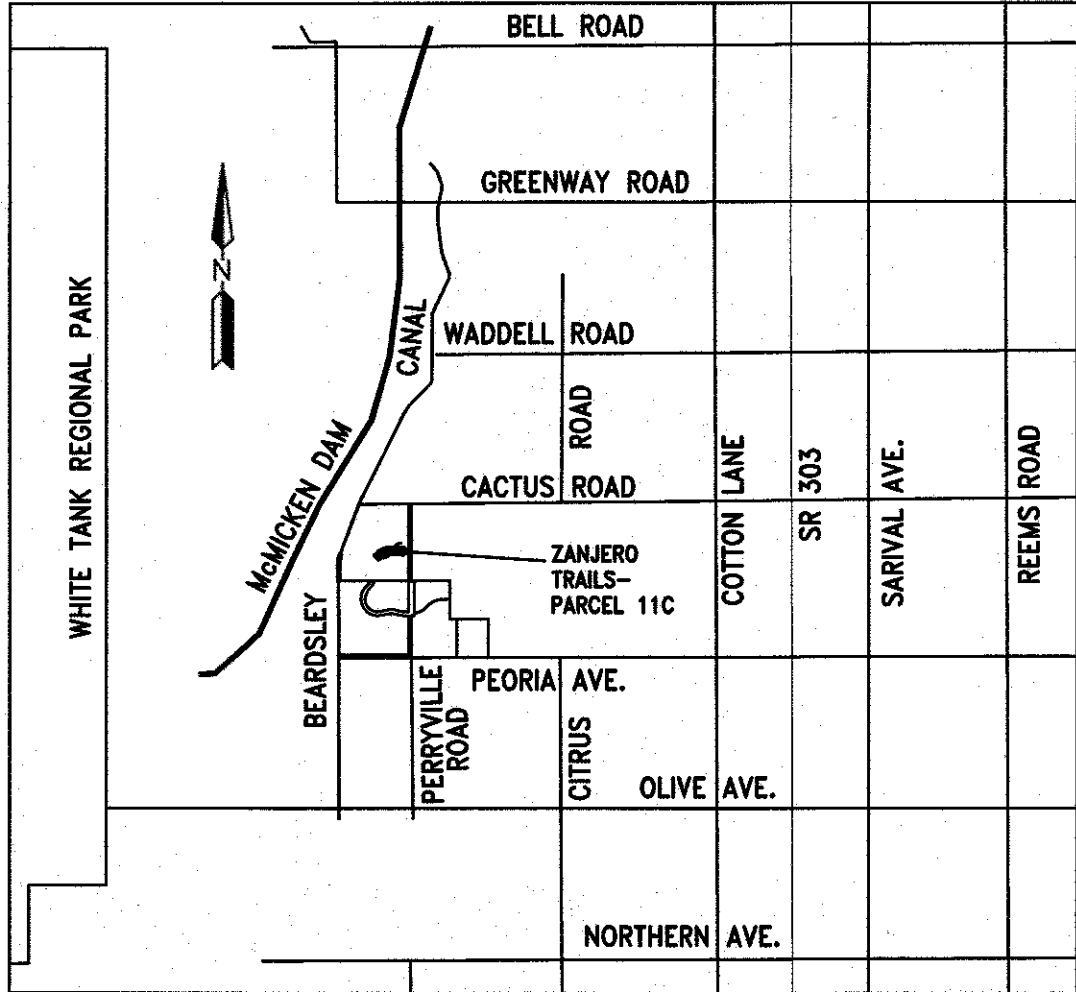
PUBLIC NOTICE:

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

RELEASE OF LIABILITY

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

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



VICINITY MAP
NOT TO SCALE

OWNER / DEVELOPER

LENNAR ARIZONA, INC.
1665 W. ALAMEDA DRIVE, #150
TEMPE, AZ 85282
CONTACT: JEFF GUNDERSON

SURVEYOR

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

SHEET INDEX

RP01 COVER SHEET
RP02 SHEET INDEX MAP, LEGEND, NOTES,
LOT/TRACT AREA TABLE, LOT SETBACK &
VISIBILITY TRIANGLE DETAIL
RE-PLAT
RP03-RP06

BASIS OF BEARING

BASIS OF BEARING IS 500°20'07"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA BETWEEN THE MONUMENTS AS SHOWN HEREON. PER RESULTS OF SURVEY RECORDED IN BOOK 1355, PAGE 20 OF MARICOPA COUNTY RECORDS.

CERTIFICATE OF ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF EPCOR WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS ____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS ____ DAY OF _____, 2019.

MAYOR

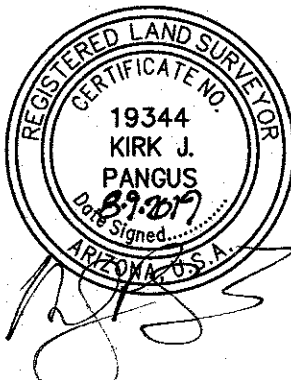
ATTEST: _____

CITY CLERK

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JULY 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

KIRK J. PANGUS
RLS# 19344
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
kpangus@hilgartwilson.com



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

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE. STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

ZANJERO TRAILS PHASE 2 - PARCEL 11C

CACTUS ROAD & PERRYVILLE ROAD
SURPRISE, ARIZONA

RE-PLAT OF

Copyright: HilgartWilson 2019 -- This document is the sole property of HilgartWilson.

STATUS:

PROJ. NO.: 1078

DATE: AUG 2019

SCALE: NONE

DRAWN: CS

APPROVED: KJP

MUNICIPAL TRACKING NO:

FS19-402

DWG. NO.

RP01

SHT. 1 OF 6

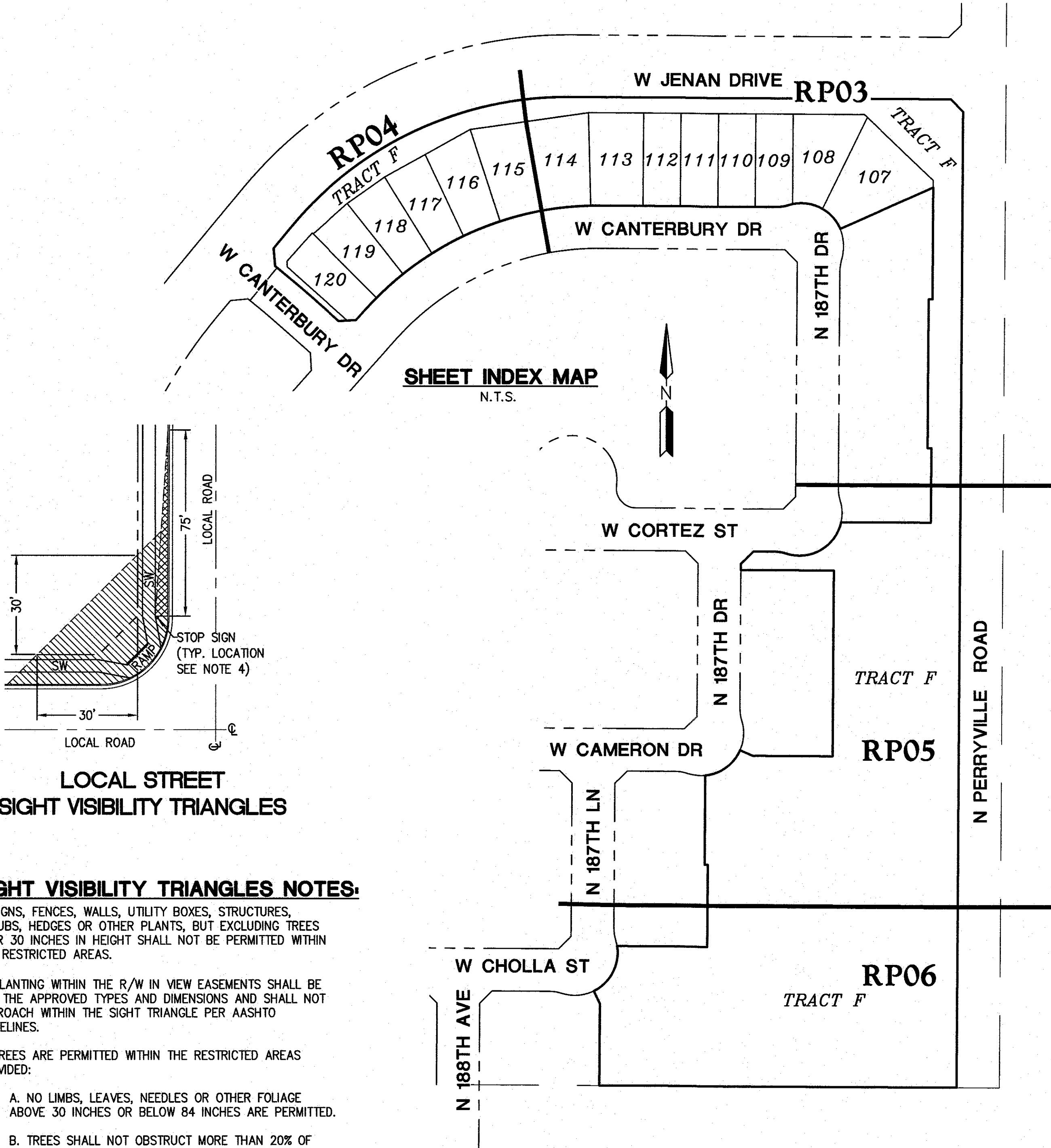
LEGAL DESCRIPTION

TRACT F AND LOTS 107 THROUGH 120, AS SHOWN ON THE FINAL PLAT OF ZANJERO TRAILS PHASE 2 - PARCEL 11C AS FILED IN BOOK 1440, PAGE 31, MARICOPA COUNTY RECORDS, BEING SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND CITY OF SURPRISE BRASS CAP (2011) ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 21 FROM WHICH A FOUND CITY OF SURPRISE BRASS CAP (2011) ACCEPTED AS THE NORTHEAST CORNER THEREOF BEARS NORTH 00°20'07" EAST, 2637.05 FEET; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, NORTH 89°42'50" WEST, 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°42'50" WEST, 460.39 FEET; THENCE NORTH 00°20'07" EAST, 105.64 FEET; THENCE NORTH 25°19'14" WEST, 18.24 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, THE CENTER OF WHICH BEARS NORTH 26°21'45" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 72°43'13", AN ARC LENGTH OF 69.81 FEET TO A NON-TANGENT LINE; THENCE SOUTH 89°39'53" EAST, 115.74 FEET; THENCE NORTH 00°20'07" EAST, 106.00 FEET; THENCE NORTH 89°39'53" WEST, 4.00 FEET; THENCE NORTH 00°20'07" EAST, 115.33 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, THE CENTER OF WHICH BEARS NORTH 05°55'40" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°19'48", AN ARC LENGTH OF 57.91 FEET TO A NON-TANGENT LINE; THENCE SOUTH 66°15'28" EAST, 18.00 FEET; THENCE SOUTH 89°39'53" EAST, 103.01 FEET; THENCE NORTH 00°20'07" EAST, 240.00 FEET; THENCE NORTH 89°39'53" WEST, 120.00 FEET; THENCE NORTH 00°20'07" EAST, 8.00 FEET; THENCE NORTH 45°20'07" EAST, 22.63 FEET; THENCE SOUTH 89°39'53" EAST, 26.21 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", AN ARC LENGTH OF 16.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°15'20", AN ARC LENGTH OF 91.44 FEET TO A NON-TANGENT LINE; THENCE SOUTH 89°39'53" EAST, 116.22 FEET; THENCE NORTH 00°20'07" EAST, 96.00 FEET; THENCE NORTH 89°39'53" WEST, 5.00 FEET; THENCE NORTH 00°20'07" EAST, 192.00 FEET; THENCE SOUTH 89°39'53" EAST, 5.00 FEET; THENCE NORTH 00°20'07" EAST, 143.79 FEET; THENCE SOUTH 66°10'10" WEST, 131.33 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, THE CENTER OF WHICH BEARS SOUTH 66°10'10" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°10'33", AN ARC LENGTH OF 79.84 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°20'29", AN ARC LENGTH OF 16.65 FEET TO A TANGENT LINE; THENCE NORTH 89°39'53" WEST, 226.50 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 402.50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°38'43", AN ARC LENGTH OF 341.73 FEET TO A TANGENT LINE; THENCE SOUTH 41°41'23" WEST, 17.01 FEET; THENCE SOUTH 86°41'23" WEST, 22.63 FEET; THENCE NORTH 48°18'37" WEST, 44.18 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1027.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°03'40", AN ARC LENGTH OF 36.96 FEET TO A TANGENT LINE; THENCE NORTH 50°22'16" WEST, 27.26 FEET; THENCE NORTH 05°22'16" WEST, 22.63 FEET; THENCE NORTH 39°37'44" EAST, 37.72 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 460.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°42'23", AN ARC LENGTH OF 407.10 FEET TO A TANGENT LINE; THENCE SOUTH 89°39'53" EAST, 492.04 FEET; THENCE SOUTH 44°39'53" EAST, 22.63 FEET; THENCE SOUTH 00°20'07" WEST, 1258.82 FEET TO THE POINT OF BEGINNING.

NOTES

- THE PURPOSE OF THIS LOT LINE ADJUSTMENT IS TO ADJUST THE LOT WIDTH FOR LOTS 107-120. ALL PRIOR DEDICATIONS AND / OR USES DEFINED BY THE PREVIOUSLY RECORDED FINAL PLAT OF ZANJERO TRAILS PHASE 2 - PARCEL 11C RECORDED AS BOOK 1440, PAGE 31 RECORDS OF MARICOPA COUNTY, ARIZONA, STAND UNCHANGED.
- NO PERMANENT STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN EASEMENTS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- ALL STRUCTURES AND LANDSCAPING WITHIN THE 30'X30' VISIBILITY TRIANGLE ALONG THE PROPERTY LINES AT LOT CORNERS SHALL BE MAINTAINED AT A MAXIMUM HEIGHT OF 30" ABOVE GROUND LEVEL. (SEE DETAIL THIS SHEET)
- ALL EXTERIOR SUBDIVISION BOUNDARY CORNERS ARE AS SHOWN PER THIS PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
- PROVISIONS SHALL BE MADE FOR DEVELOPMENT AND MAINTENANCE OF STREET LIGHTS THROUGH EITHER THE ASSOCIATION OR THROUGH THE CREATION OF A STREET LIGHT IMPROVEMENT DISTRICT (S.L.I.D.).
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE SHADED ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1655L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- IN ACCORDANCE WITH ARS § 9-451.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS # 14751 AND 14710, WHEN APPLICABLE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

EXCEPT AS TO ANY AREAS SUBJECT TO THE EASEMENT OR EASEMENTS GRANTED TO MARICOPA WATER DISTRICT, AS DEPICTED ON THIS PLAT AND RECORDED IN THE OFFICE OF THE RECORDER, MARICOPA COUNTY, ARIZONA, EPCOR WATER COMPANY SHALL HAVE THE RIGHT TO ACCESS ANY TRACT AND/OR EASEMENT CONTAINING EPCOR WATER COMPANY FACILITIES FOR THE PURPOSES OF CONSTRUCTION, REPLACEMENT, AND/OR REPAIR. ACCESS BY EPCOR WATER COMPANY FOR THESE PURPOSES SHALL BE UNRESTRICTED, AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION OR SIMILAR GROUP WILL NOT BE REQUIRED.



SIGHT VISIBILITY TRIANGLES NOTES:

- SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.
- PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCROACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.
- TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
 - NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
 - TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.
- STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT

LOT TABLE	
LOT NO.	AREA (SQ.FT)
LOT : 107	10125
LOT : 108	8076
LOT : 109	5766
LOT : 110	5760
LOT : 111	5760
LOT : 112	5760
LOT : 113	8316
LOT : 114	8526
LOT : 115	7655
LOT : 116	6981
LOT : 117	6134
LOT : 118	6049
LOT : 119	6052
LOT : 120	5857

TOTAL LOT AREA = 96,818 SF OR 2.2226 ACRES

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT F	6.0218	COMMON AREA AND DRAINAGE, SEWER EASEMENT

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

AREAS

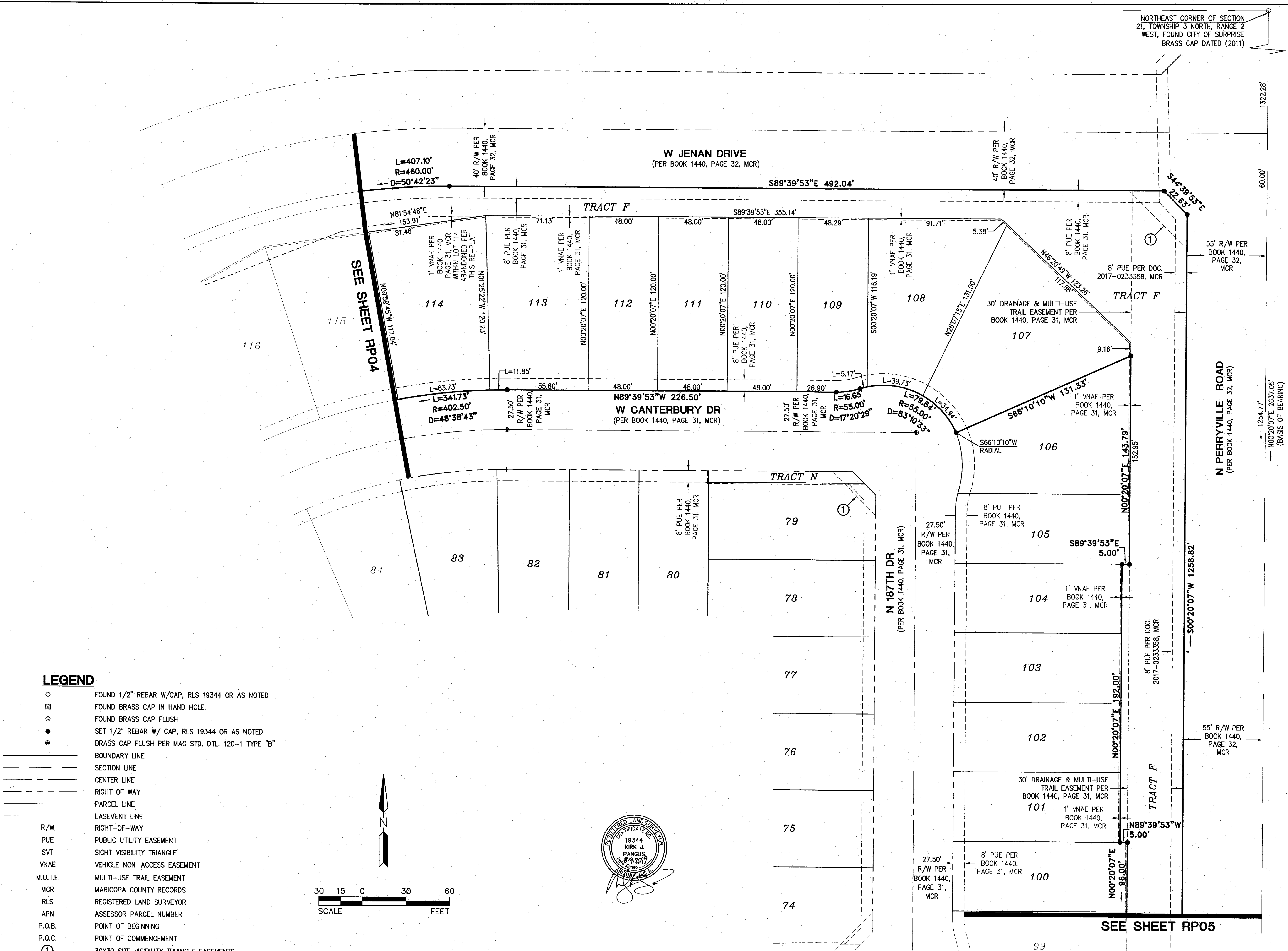
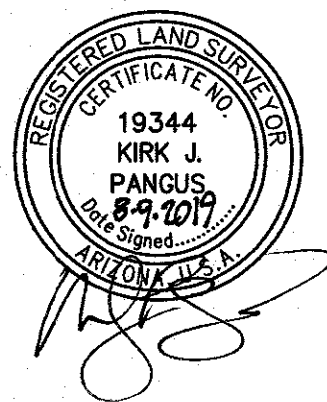
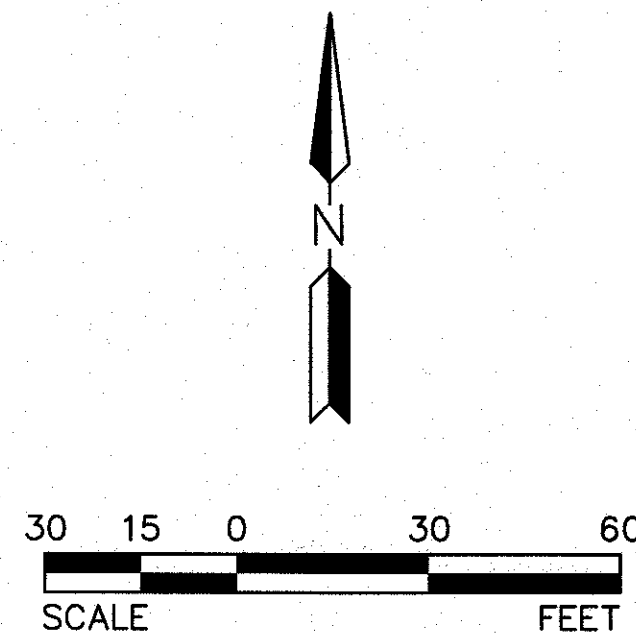
LOT AREA =	96,818.01 SQ. FT. 2.2225 ACRES
TRACT F AREA =	262,307.90 SQ. FT. 6.0218 ACRES
GROSS AREA =	359,125.92 SQ. FT. 8.2444 ACRES



STATUS:	PROJ. NO.: 1078	DATE: AUG 2019	MUNICIPAL TRACKING NO:
	SCALE: NONE	DRAWN: CS	FS19-402
	APPROVED: KJP		

LEGEND

- FOUND 1/2" REBAR W/CAP, RLS 19344 OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- ⊙ BRASS CAP FLUSH PER MAG STD. DTL. 120-1 TYPE "B"
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- SVT SIGHT VISIBILITY TRIANGLE
- VNAE VEHICLE NON-ACCESS EASEMENT
- M.U.T.E. MULTI-USE TRAIL EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS



© Copyright, HILGARTWILSON 2019 - This document is the sole property of HILGARTWILSON.

ZANJERO TRAILS PHASE 2 - PARCEL 11C

CACTUS ROAD & PERRYVILLE ROAD
SURPRISE, ARIZONA

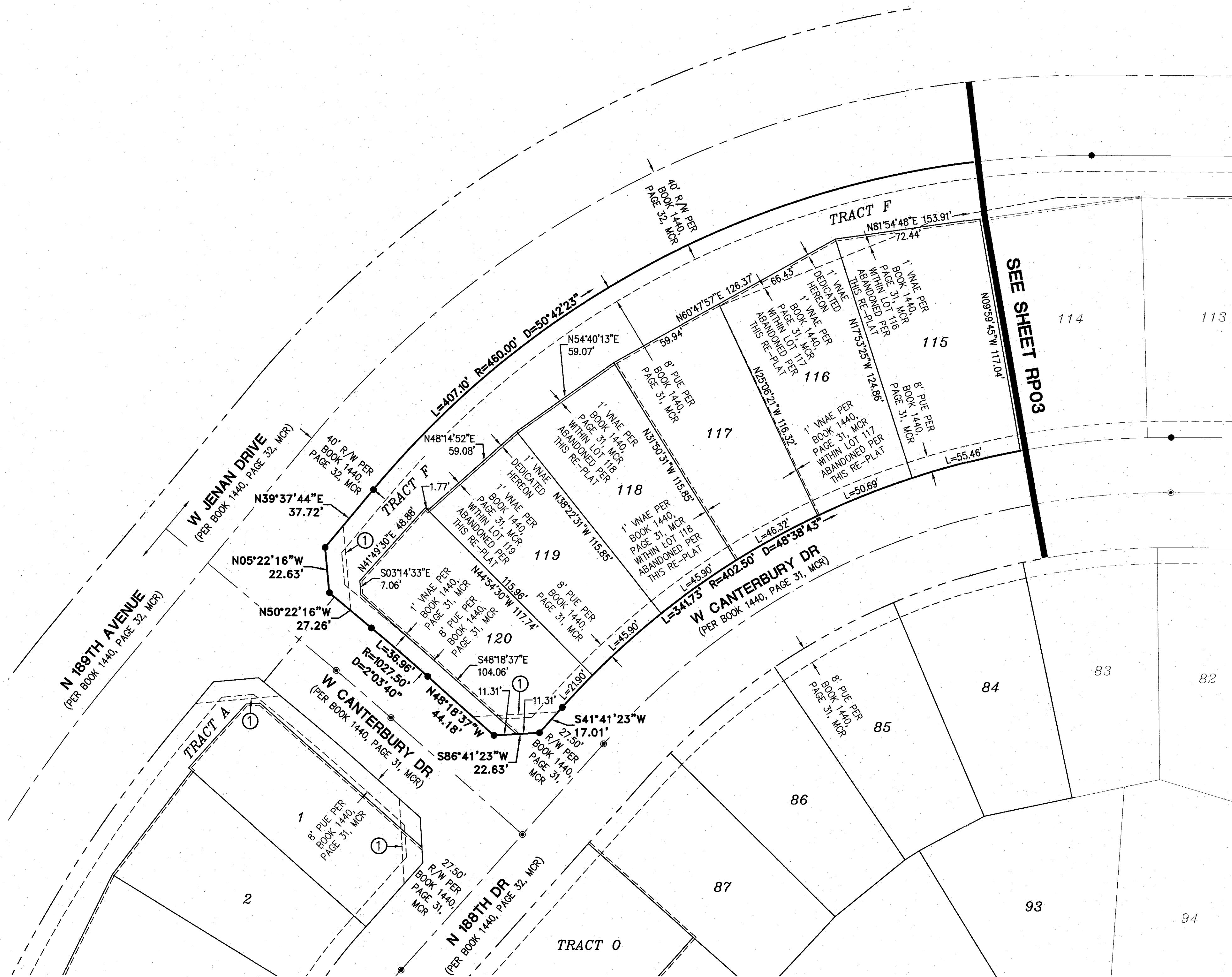
RE - PLAT OF

PROJ. NO.: 1078	STATUS:
DATE: AUG 2019	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: GS	FS19-402
APPROVED: KJP	

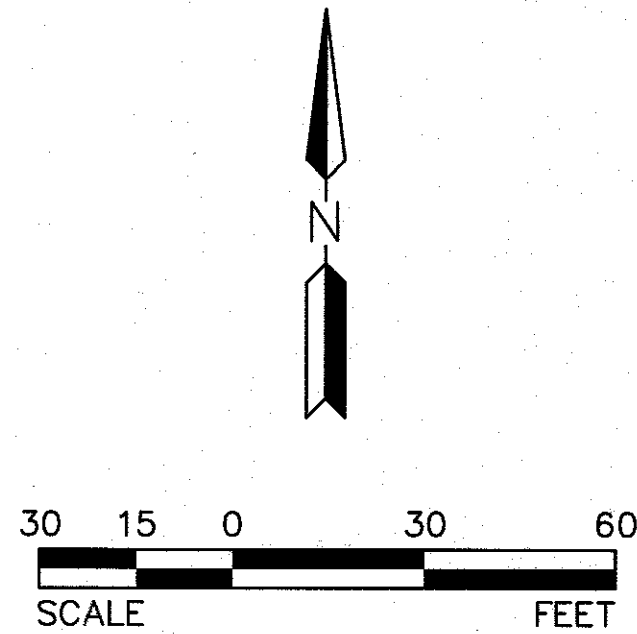
DWG. NO.

RP03

SHT. 3 OF 6



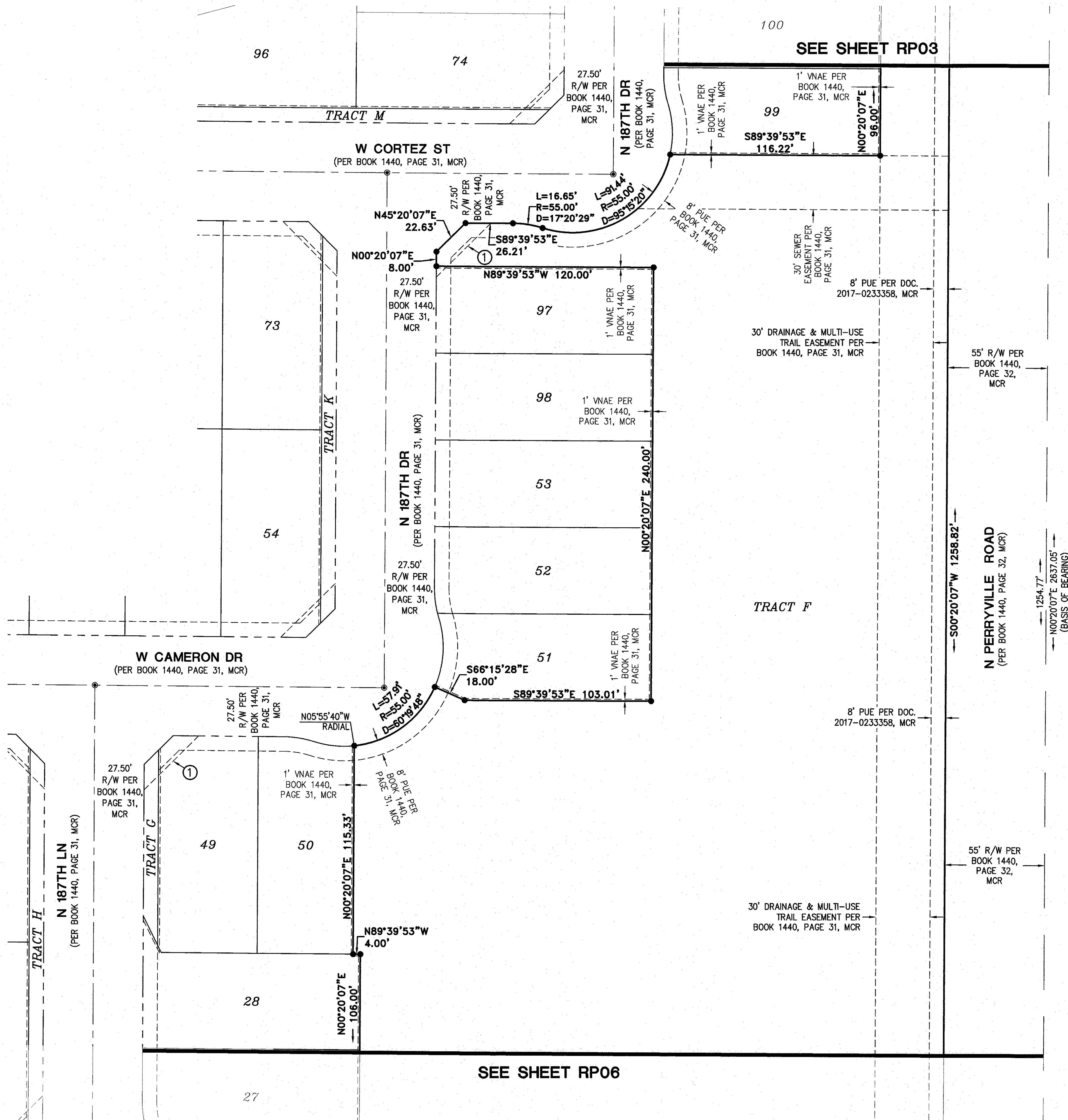
- LEGEND**
- FOUND 1/2" REBAR W/CAP, RLS 19344 OR AS NOTED
 - ◻ FOUND BRASS CAP IN HAND HOLE
 - FOUND BRASS CAP FLUSH
 - SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
 - BRASS CAP FLUSH PER MAG STD. DTL. 120-1 TYPE "B"
 - BOUNDARY LINE
 - SECTION LINE
 - CENTER LINE
 - RIGHT OF WAY
 - PARCEL LINE
 - EASEMENT LINE
 - RIGHT-OF-WAY
 - PUBLIC UTILITY EASEMENT
 - SIGHT VISIBILITY TRIANGLE
 - VEHICLE NON-ACCESS EASEMENT
 - MULTI-USE TRAIL EASEMENT
 - MARICOPA COUNTY RECORDS
 - REGISTERED LAND SURVEYOR
 - ASSESSOR PARCEL NUMBER
 - POINT OF BEGINNING
 - POINT OF COMMENCEMENT
 - ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS
- R/W
PUE
SVT
VNAE
M.U.T.E.
MCR
RLS
APN
P.O.B.
P.O.C.



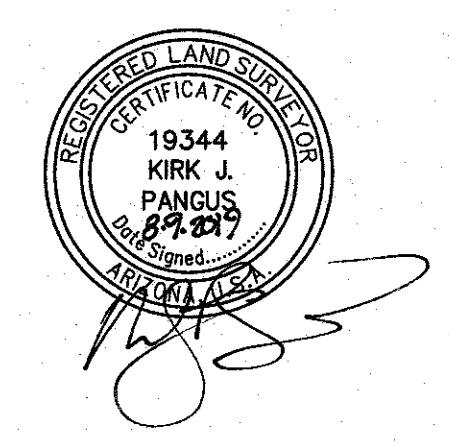
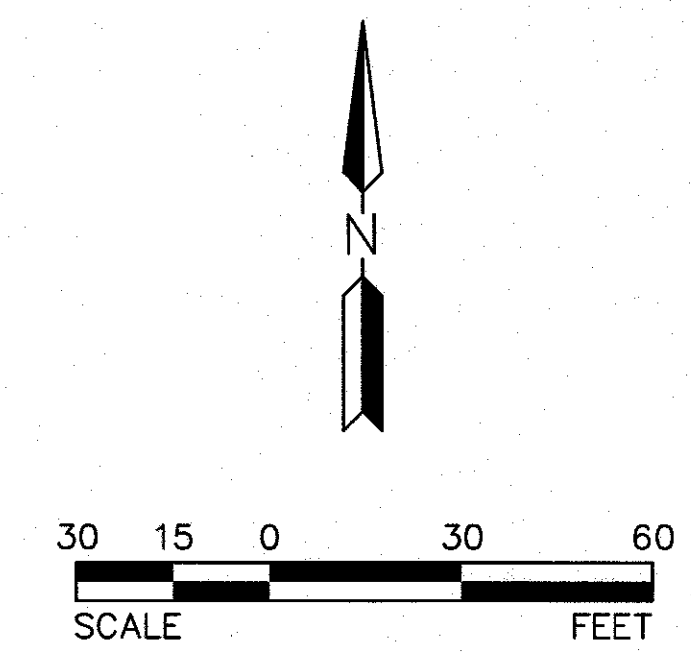
ZANJERO TRAILS PHASE 2 - PARCEL 11C
CACTUS ROAD & PERRYVILLE ROAD
SURPRISE, ARIZONA
RE-PLAT OF

PROJ. NO.: 1078	STATUS:
DATE: AUG 2019	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: CS	FS19-402
APPROVED: KJP	

DWG. NO.
RP04
SHT. 4 OF 6



- LEGEND**
- FOUND 1/2" REBAR W/CAP, RLS 19344 OR AS NOTED
 - ⊠ FOUND BRASS CAP IN HAND HOLE
 - ⊙ FOUND BRASS CAP FLUSH
 - SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
 - ⊙ BRASS CAP FLUSH PER MAG STD. DTL. 120-1 TYPE "B"
 - BOUNDARY LINE
 - SECTION LINE
 - CENTER LINE
 - RIGHT OF WAY
 - PARCEL LINE
 - EASEMENT LINE
 - RIGHT-OF-WAY
 - R/W PUBLIC UTILITY EASEMENT
 - PUE SIGHT VISIBILITY TRIANGLE
 - SVT VEHICLE NON-ACCESS EASEMENT
 - VNAE MULTI-USE TRAIL EASEMENT
 - M.U.T.E. MARICOPA COUNTY RECORDS
 - MCR REGISTERED LAND SURVEYOR
 - RLS ASSESSOR PARCEL NUMBER
 - APN POINT OF BEGINNING
 - P.O.B. POINT OF COMMENCEMENT
 - P.O.C. 30X30 SITE VISIBILITY TRIANGLE EASEMENTS
 - ①



© Copyright, HILGARTWILSON 2019 - This document is the sole property of HILGARTWILSON.

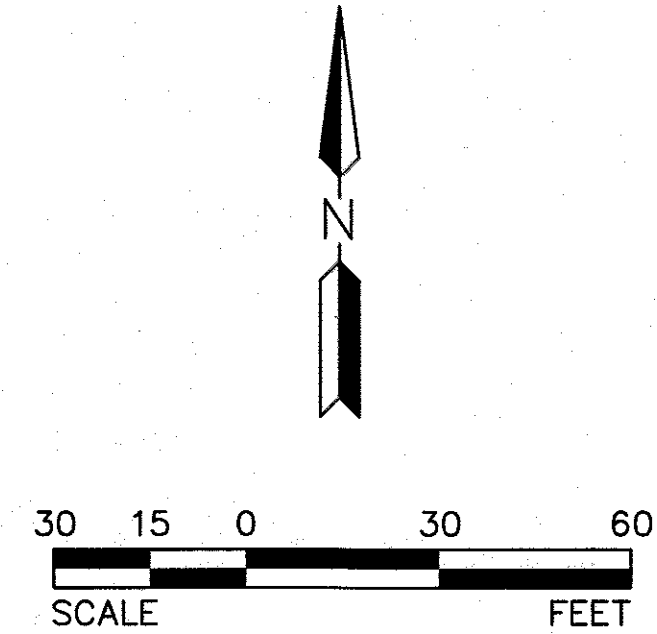
PROJ. NO.: 1078	STATUS:
DATE: AUG 2019	MUNICIPAL TRACKING NO:
SCALE: AS SHOWN	FS19-402
DRAWN: GS	APPROVED: KJP
DWG. NO.	
RP05	
SHT. 5 OF 6	

ZANJERO TRAILS PHASE 2 - PARCEL 11C
CACTUS ROAD & PERRYVILLE ROAD
SURPRISE, ARIZONA
RE-PLAT OF

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P. 602.490.0535 / F. 602.368.2436
www.hilgartwilson.com
PHOENIX, AZ 85016

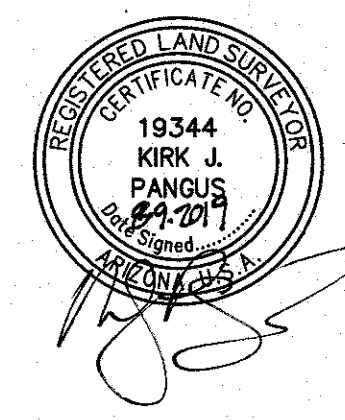
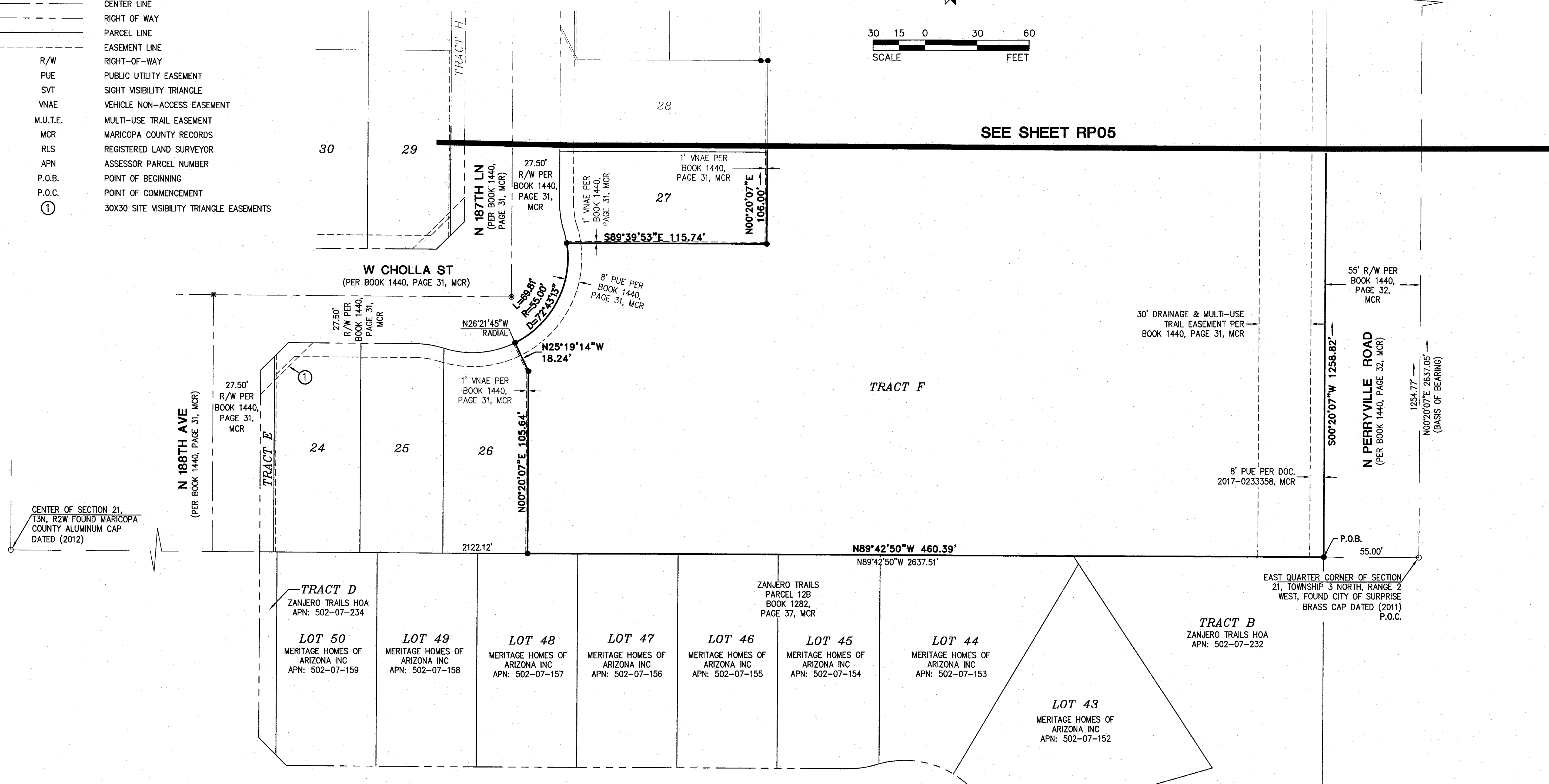
LEGEND

- FOUND 1/2" REBAR W/CAP, RLS 19344 OR AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- ⊙ BRASS CAP FLUSH PER MAG STD. DTL. 120-1 TYPE "B"
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE
- RIGHT-OF-WAY
- R/W PUBLIC UTILITY EASEMENT
- PUE SIGHT VISIBILITY TRIANGLE
- VNAE VEHICLE NON-ACCESS EASEMENT
- M.U.T.E. MULTI-USE TRAIL EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- APN ASSESSOR PARCEL NUMBER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ① 30X30 SITE VISIBILITY TRIANGLE EASEMENTS



NORTHEAST CORNER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST, FOUND CITY OF SURPRISE BRASS CAP DATED (2011)

SEE SHEET RP05



Copyright: HILGARTWILSON 2019 - This document is the sole property of HILGARTWILSON.

HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGE
2441 E. HIGHLAND AVE., STE. 250 | P. 602.490.0535 / F. 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

ZANJERO TRAILS PHASE 2 - PARCEL 11C
CACTUS ROAD & PERRYVILLE ROAD
SURPRISE, ARIZONA
RE-PLAT OF

PROJ. NO.: 1078	STATUS:
DATE: AUG 2019	
SCALE: AS SHOWN	MUNICIPAL TRACKING NO:
DRAWN: GS	FS19-402
APPROVED: KJP	

DWG. NO.
RP06
SHT. 6 OF 6

LANDSCAPE NOTES

1. PROVIDE LANDSCAPE ARCHITECT A SAMPLE OF DECOMPOSED GRANITE FOR APPROVAL PRIOR TO DELIVERY TO THE SITE.

2. 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.

3. TOPSOIL TO CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATION, SECTION 195. PROVIDE A WRITTEN DESCRIPTION OF CERTIFICATION OF ORIGINAL ORIGIN OF TOPSOIL TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO THE SITE.

4. PLANT TABLETS TO BE AGRIFORM 21 GRAM, 20-10-5 FERTILIZER TABLETS.

5. CONTRACTORS RESPONSIBILITY TO FIELD ESTIMATED DECOMPOSED GRANITE QUANTITIES. INDICATE THE UNIT PRICE ONLY AT THE TIME OF BIDDING.

6. ALL PLANTS MUST BE INSPECTED AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PLANTING.

7. PLANT QUANTITIES ON THE PLANT LIST ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR, PLANS TAKE PRECEDENCE.

8. LANDSCAPE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL UNDERGROUND UTILITIES FOR PROTECTION PRIOR TO CONSTRUCTION. CONTACT BLUE STAKE AT 602-269-1100 OR 1-800-782-5348.

9. PRIOR TO BIDDING, THE LANDSCAPE SUPERINTENDENT SHALL WALK THE SITE TO DETERMINE THE FULL EXTENT OF DEMOLITION WORK REQUIRED.

10. THE LANDSCAPE CONTRACTOR SHALL WARRANTY ALL HARDSCAPES, IRRIGATION COMPONENTS AND TREES FOR A PERIOD OF 1 YEAR. SHRUBS, ACCENTS AND GROUNDCOVERS SHALL CARRY A 90 DAY WARRANTY.

11. CLARIFICATION OF DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND THE SITE SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.

12. BEFORE WORK BEGINS ON THE PROJECT, THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE ARCHITECT AND/OR OWNER'S REPRESENTATIVE.

13. THE LANDSCAPE ARCHITECT, OWNER'S REPRESENTATIVE, AND THE CITY OF SURPRISE SHALL APPROVE ANY AND ALL SUBSTITUTIONS.

14. THE LANDSCAPE ARCHITECT AND /OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DEEMED UNACCEPTABLE. ALL PLANT MATERIAL SHALL BE INSPECTED PRIOR TO INSTALLATION.

15. UNLESS OTHERWISE NOTED ON PLANS, DECOMPOSED GRANITE SHALL EXTEND UNDER SHRUBS AND BE RAKED UNIFORMLY ALONG WALLS, SIDEWALKS, AND CURBS.

16. SEE ENGINEERING OR ARCHITECTURAL DRAWINGS FOR DRAINAGE FLOWS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE THAT THESE ARE PROVIDED AND ARE NOT IMPAIRED WITH OBSTRUCTIONS.

17. DOUBLE STAKE ALL TREES OUTSIDE ROOTBALL.

18. LANDSCAPE CONTRACTOR TO PROVIDE BARRICADES ALONG PUBLIC STREETS IF REQUIRED DURING INSTALLATION.

19. LANDSCAPE CONTRACTOR SHALL INSPECT WITH OWNER'S REPRESENTATIVE ALL SIDEWALK AND CURB DEFECTS PRIOR TO BEGINNING WORK. ALL HARDSCAPE TO BE RE-INSPECTED DURING FINAL WALK THRU. ANY DAMAGED AREAS TO BE REPAIRED AT CONTRACTOR'S EXPENSE.

20. PLANTS TO BE LOCATED AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, POWER POLES, AND LIGHT FIXTURES AS NECESSARY.

21. LANDSCAPE CONTRACTOR TO CONTACT ARCHITECT AND/OR OWNER'S REPRESENTATIVE BEFORE EACH APPLICATION OF PRE-EMERGENT FOR VERIFICATION. MINIMUM 2 APPLICATIONS REQUIRED.

22. LANDSCAPE PLANS MUST CONFORM TO CIVIL DRAWINGS.

23. LANDSCAPE MAINTENANCE WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE OWNER.

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 PURPOSES 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 OF GRASS SEED/SOD.

6. ALL SIGNS AND SIGNAGE REQUIRE A CITY OF SURPRISE SEPARATE PERMIT.

7. ALL TREES AND SHRUBS LOCATED IN THE LINE-OF-SIGHT WILL BE MAINTAINED FOR A CLEAR AREAS BETWEEN 2' TO 7'.

SPECIAL NOTES:

1. INSTALL TREE ROOT BARRIERS WHEN TREES ARE LOCATED WITHIN 10' OF SIDEWALKS, CURBING.

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 GROUND COVER PLANTS.

4. TREE SPECIES PERMITTED WITHIN THE R.O.W.:
 - ACACIA SALICINA (WILLOW ACACIA)
 - ACACIA STENOPHYLLA (SHOESTRING ACACIA)
 - ACACIA MILLARDIANA (PALO BLANCO)
 - CALLISTEMON RIGIDUS (BOTTLEBRUSH)
 - QUERCUS VIRGINIANA (SOUTHERN LIVE OAK)
 - SOPHORA SECUNDIFLORA (TEXAS MTN. 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. ANY RIP-RAP INSTALLED IN DRAINAGE AREAS BE INSTALLED IN SUCH A MANNER THAT ELIMINATES THE POSSIBILITY OF VOIDS THAT ALLOW WASPS TO BUILD NESTS. AFTER RIP RAP INSTALL, TOP DRESS RIP RAP AREA WITH LANDSCAPE DECOMPOSED GRANITE. AGITATE RIP RAP TO ALLOW DECOMPOSED GRANITE TO SETTLE INTO VOIDS.

IRRIGATION NOTES

1. ALL IRRIGATION TO UTILIZE AN AUTOMATIC CLOCK AS SPECIFIED. LOCATE POWER SOURCE IN THE FIELD.

2. USE COMMON TRENCHES WHERE POSSIBLE.

3. USE FEN-TITES AND SEALER FOR ALL LOW VOLTAGE WIRING WITH ELECTRICAL VALVES.

4. ALL MAINLINE TO BE BURIED A MINIMUM OF 18" BELOW FINISH GRADE. ALL LATERALS TO BE BURIED A MINIMUM OF 12" BELOW FINISH GRADE.

5. INSTALL ELECTRIC VALVES IN PLASTIC VALVE BOXES FLUSH WITH GRADE. VALVE BOX LOCATION TO BE APPROVED BY LANDSCAPE ARCHITECT.

6. VACUUM BREAKER TO BE ASSEMBLED WITH ALL HARD COPPER PIPE AND FITTINGS. A UNION SHALL BE INSTALLED ON BOTH INLET AND OUTLET SIDES OF PIPE ABOVE GRADE.

7. MAINTAIN IRRIGATION AS-BUILTS AND TURN OVER TO OWNER PRIOR TO INSTALLATION ACCEPTANCE.

8. ALL IRRIGATION EQUIPMENT TO BE LOCATED IN LANDSCAPE AREAS- ALL LINES AND EQUIPMENT ARE SCHEMATIC.

9. IRRIGATION AND ELECTRICAL SLEEVES TO BE SCHEDULE 40 PVC. ALL SLEEVES TO EXTEND AT LEAST 1" BEYOND CONCRETE STRUCTURES. ALLOW 4'-6" FROM END OF SLEEVES TO FIRST FITTING ON IRRIGATION LINE. ALL SLEEVES TO BE 24" BELOW GRADE AND/OR AS PER OWNER'S SPECIFICATIONS.

10. LANDSCAPE CONTRACTOR RESPONSIBLE FOR ALL LANDSCAPE SLEEVEING. COORDINATE INSTALLATION WITH GENERAL CONTRACTOR. VERIFY ANY EXISTING SLEEVES INSTALLED BY OTHER CONTRACTORS.

11. LOCATE EMITTERS ON UPHILL SIDE OF PLANTS ON SLOPED PLANTING AREA.

12. ALL PEA GRAVEL IN VALVE BOXES TO BE CLEANED FROM TOP OF VALVE SO THAT VALVE IS COMPLETELY VISIBLE. LIP OF VALVE BOX IS ALSO TO BE FREE OF DEBRIS.

13. 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.

14. LOCATE PRESSURE REGULATOR AND Y STRAINER IN A VALVE BOX AS REQUIRED- REMOTE CONTROL VALVES TO BE LOCATED ON A SEPARATE, ADJACENT, VALVE BOX OR A JUMBO VALVE BOX MAY BE USED IN LIEU OF TWO SEPARATE BOXES. ALL BOXES TO BE LOCATED IN PLANTING AREAS AND INSTALLED FLUSH W/ GRADE.

15. ALL DRIP SYSTEMS TO BE FLUSHED THROUGH FLUSH CAPS. FLUSH CAPS TO BE LOCATED IN 7" ROUND ECONOMY BOXES.

16. ALL PLANTS REQUIRING MORE THAN ONE DRIP EMITTER SHALL HAVE EMITTERS DISTRIBUTED EVENLY AROUND THE EDGE OF THE ROOT-BALL.

17. 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. ALL DRIP SYSTEMS TO BE FLUSHED BEGINNING WITH "Y" STRAINER, AND WORKING AWAY FROM PRESSURE REGULATOR.
 - 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 IRRIGATION SPRAY HEADS TO BE FLUSHED OF DEBRIS AND FLOW CONTROLS ADJUSTED TO ACHIEVE 100% COVERAGE.
 - D. AVOID SPRAY ONTO ALL WALKS, CURBS, WALLS EXISTING STRUCTURES, AND ANY OTHER HARD-SCAPE AREAS.
 - E. ALL IRRIGATION HEADS TO BE ADJUSTED TO PROPER HEIGHT.
 - F. 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.

18. CONTRACTOR TO CAP OFF ALL IRRIGATION @ PHASING LIMITS AS REQUIRED.

19. CONTROLLER WIRE SHALL BE A DIFFERENT COLOR FOR TREE LINES & SHRUB LINES. AT LEAST ONE EXTRA CONTROL WIRE TO BE RUN TO THE FARTHEST VALVE LOCATION OF THE SYSTEM.

20. IRRIGATION LINES SHALL RUN PARALLEL TO THE HIGH SIDE OF SLOPES.

21. CONTRACTOR IS RESPONSIBLE FOR SUPPLYING AND INSTALLING ALL SLEEVEING NECESSARY TO RUN IRRIGATION LINES & CONTROL WIRE UNDER ANY REQUIRED HARD-SCAPE AREAS, WALLS, ETC.

22. AN 18 GAUGE TRACER WIRE OF A DIFFERENT COLOR THAN THE CONTROL WIRES SHALL BE INSTALLED WITH ANY MAINLINE 2" OR LARGER.

- NOTE: ALL IRRIGATION PIPE SHALL BE PURPLE PIPE.

NOTE: THERE SHALL BE A 5' CLEARANCE AROUND ALL FIRE HYDRANTS.

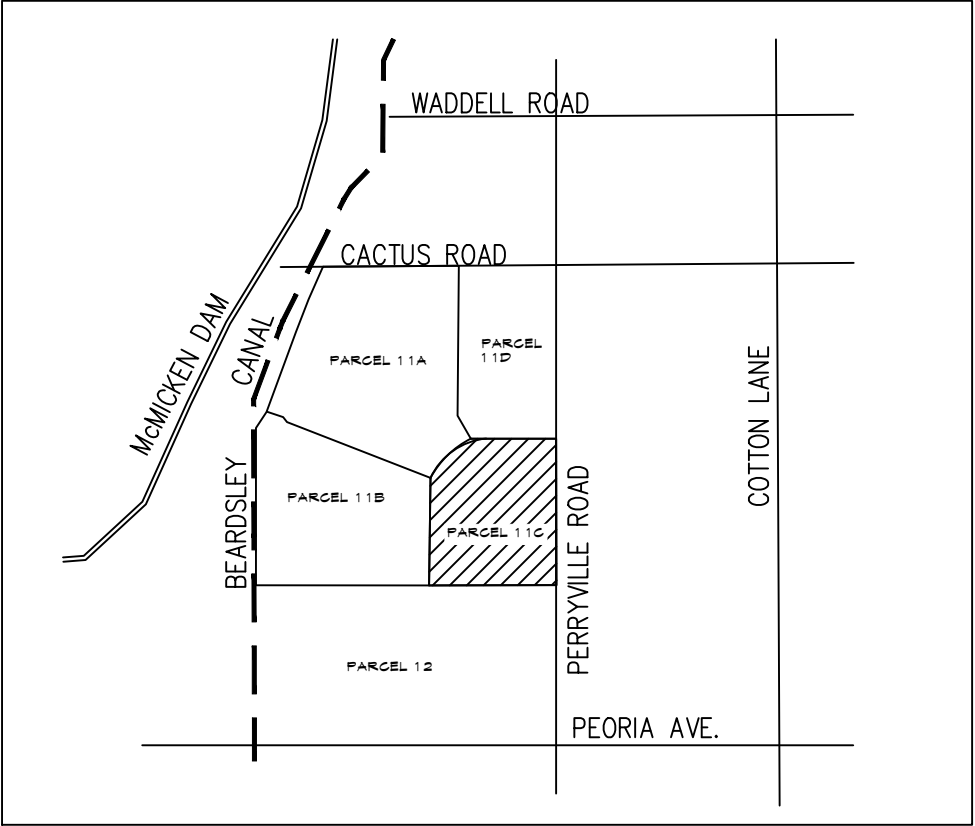
IRRIGATION DEMAND:
YEARLY DEMAND TOTAL: 1,000,704 GAL.
PEAK DAILY DEMAND TOTAL: 6,940 GAL.

TURF AREA COVERAGE: 138,735 SF
PLANT CANOPY COVERAGE: 88,285 SF

PLANT LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME	CALIPER	QTY.	SIZE	COMMENTS
TREES					
	QUERCUS VIRGINIANA 'HERITAGE' - OAK	1.0-1.5"	41	24" BOX	STANDARD
	PARKINSONIA FRAECOX - PALO BREA	1.0-1.5"	25	24" BOX	STANDARD
	PROSOPIS HYBRID - THORNTREE MESQUITE	1.25-1.5"	50	24" BOX	STANDARD
	ULMUS PARVIFOLIA - EVERGREEN ELM	1.0-1.5"	14	24" BOX	STANDARD
	ACACIA ANEURA - MULGA TREE	.75-1.25"	9	24" BOX	STANDARD
	FRAXINUS VELUTINA - ARIZONA ASH	1.0-1.5"	27	24" BOX	STANDARD
	OLEA EUROPAEA 'WILSONII' - FRUITLESS OLIVE	1.0-1.5"	45	24" BOX	STANDARD
SHRUBS					
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE		171	5 GAL.	CAN FULL
	BOUGAINVILLEA 'LA JOLLA' - BUSH BOUGAINVILLEA		206	5 GAL.	CAN FULL
	SIMMONDSIA CHINENSIS - JOJOBA		74	5 GAL.	CAN FULL
	EREMOHILA GLABRA 'WINTER BLAZE' - WINTER BLAZE EMU		250	5 GAL.	CAN FULL
	LEUCOPHYLLUM FRUTESCENS 'HEAVENLY CLOUD' - HEAVENLY CLOUD SAGE		192	5 GAL.	CAN FULL
	CAESALPINIA PULCHERRIMA - RED BIRD OF PARADISE		136	5 GAL.	CAN FULL
	LEUCOPHYLLUM LANGMANIAE 'LNN'S LEGACY' - LNN'S LEGACY SAGE		22	5 GAL.	CAN FULL
	LANTANA CAMARA 'RADIATION' - RADIATION LANTANA		73	5 GAL.	CAN FULL
	RUELLIA PENINSULARIS - BAJA RUELLIA		139	5 GAL.	CAN FULL
ACCENTS					
	MUHLENBERGIA RIGENS - DEER GRASS		354	5 GAL.	CAN FULL
	AGAVE DESMETTIANA - AGAVE		184	5 GAL.	CAN FULL
	DASYLIRION WHEELERI - DESERT SPOON		64	5 GAL.	CAN FULL
GROUND COVERS					
	LANTANA CAMARA 'NEW GOLD' - NEW GOLD		470	5 GAL.	CAN FULL
	ACACIA REDOLENS - DESERT CARPET ACACIA		140	5 GAL.	CAN FULL
	DECOMPOSED GRANITE - 2" DEPTH, 3/ 4" SCREENED, COLOR TO BE 'EXPRESS GOLD'		145,170 SQ.FT		
	MID-IRON BERMUDA TURF		138,735 SQ.FT		

VICINITY MAP



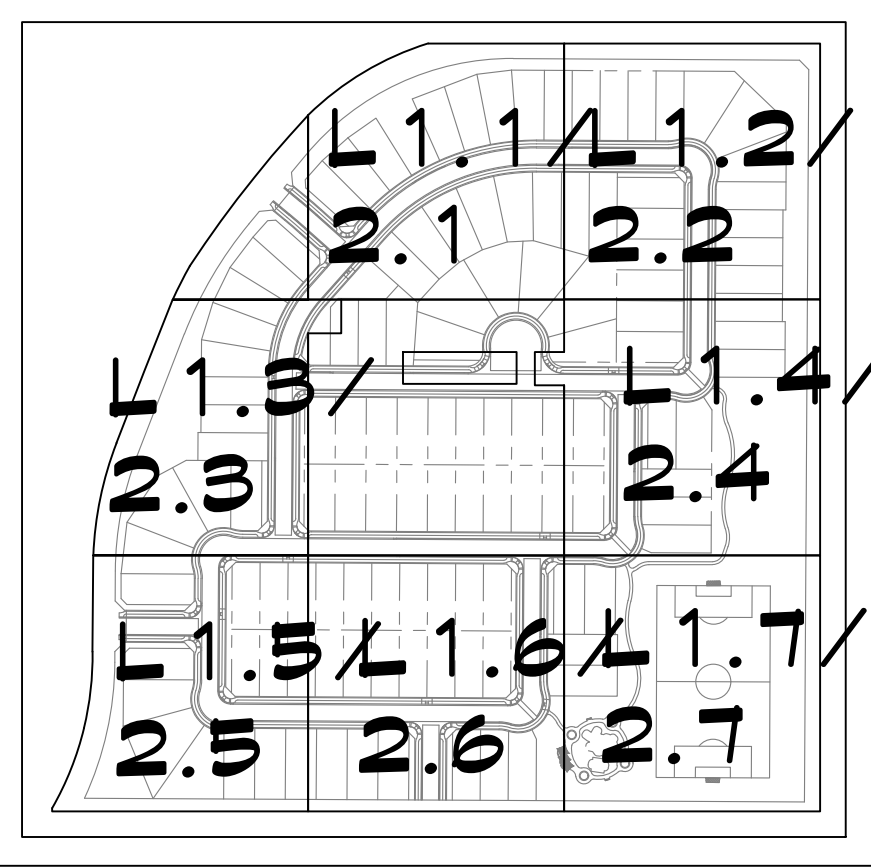
OWNER/DEVELOPER

LAND SOLUTIONS CACTUS, LLC
4121 W. ORAIBI DR.
GLENDALE, AZ 85308
602-841-1945
CONTACT: DAVE MAGUIRE
dmagui@landsolutionsinc.com

LANDSCAPE ARCHITECT

THE MCGOUGH GROUP
11110 N. TATUM BLVD. STE. 100
PHOENIX, AZ 85028
(602) 997-9093
CONTACT: NICK ADAMSON
nicka@mg-az.com

KEY MAP



SHEET INDEX

L0.1	COVER SHEET
L1.1-1.7	PLANTING PLAN
L2.1-2.7	IRRIGATION PLAN
L3.1	WALL PLAN
L4.1	AMENITY SCHEDULE
L5.1-5.3	DETAILS



McGough Group

Landscape Architecture
Urban Design - Site Imaging
Parks and Recreation

11110 N Tatum Blvd.
Suite 100
Phoenix, Arizona
85028

602-997-9093
602-997-9031 fax
E-Mail: Timm@mg-az.com



COVER SHEET
ZANJERO TRAILS - PHASE 2
PARCEL 11C - PHASE 1
SUNNYSIDE DR. & PERRYVILLE RD.
SURPRISE, ARIZONA

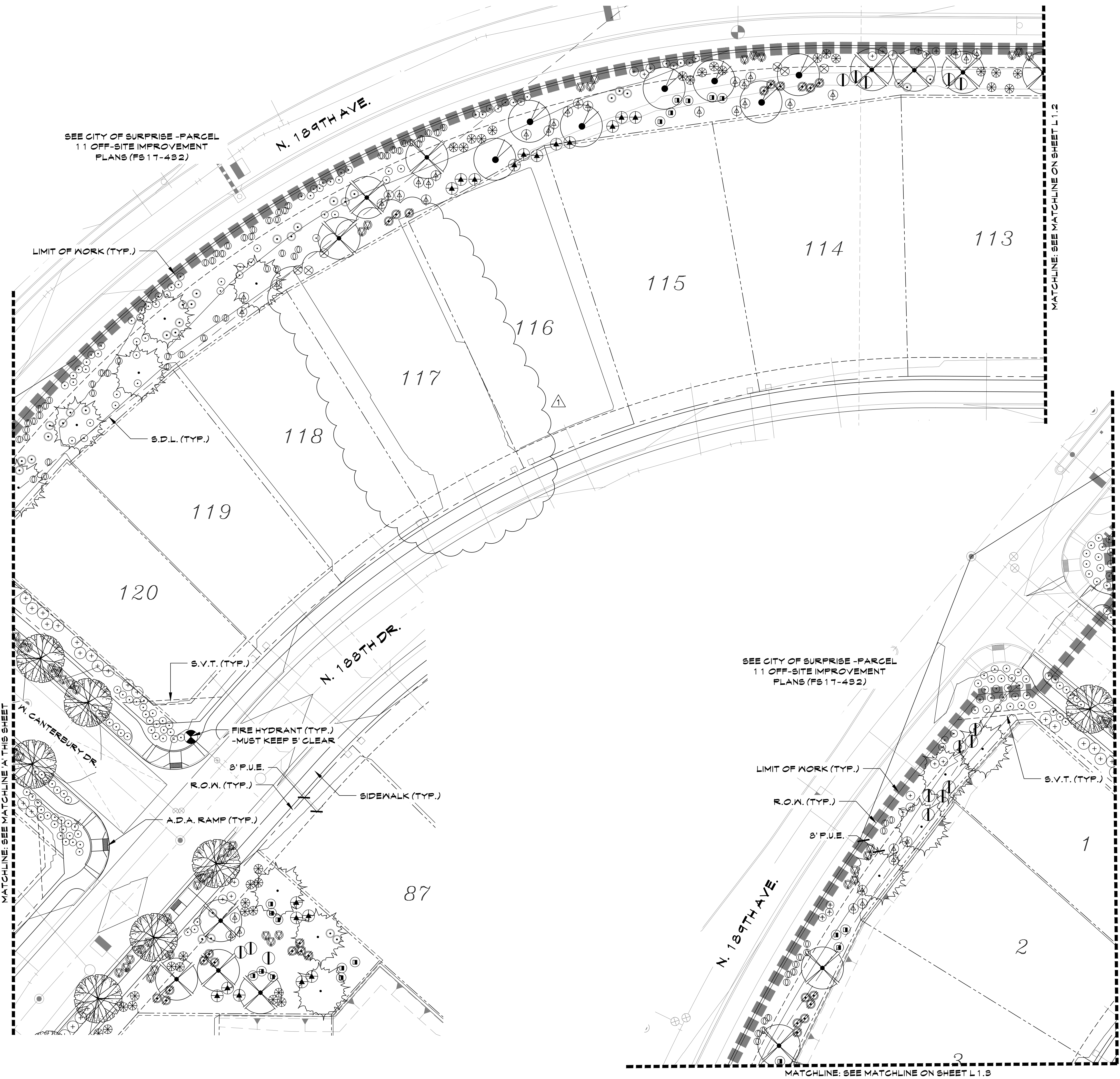
These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO. 17-46
DATE: 04-18-18
DRAWN BY: CS
CHECKED BY: TM

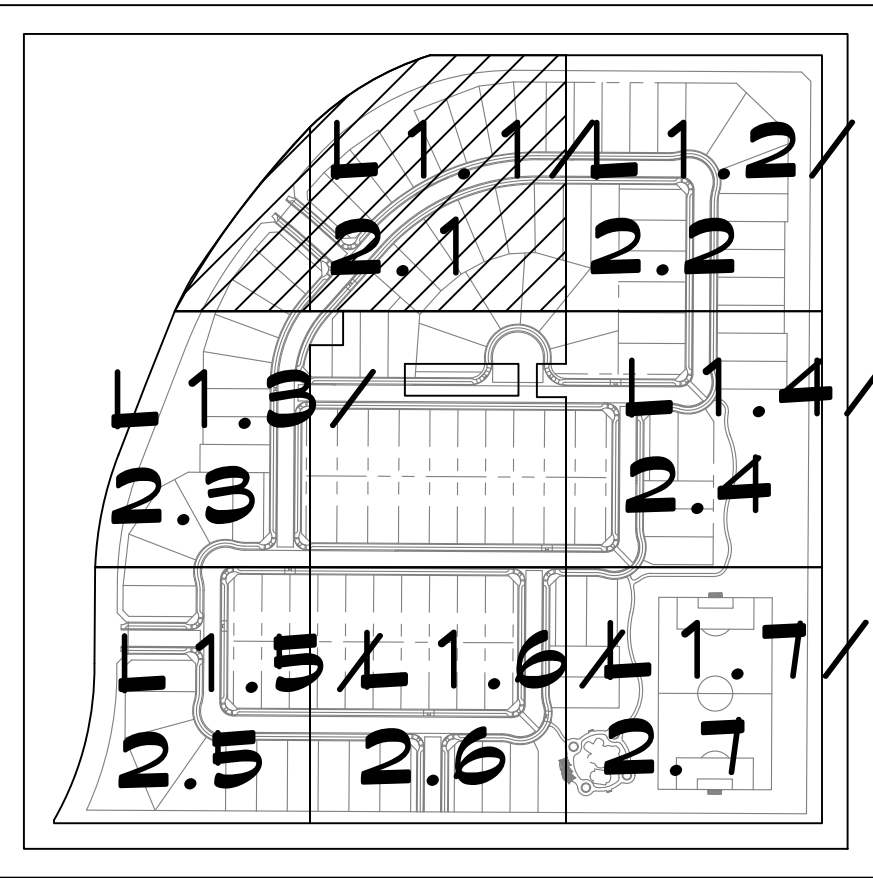
REVISIONS: 07-24-19

SHEET NO. LO.1

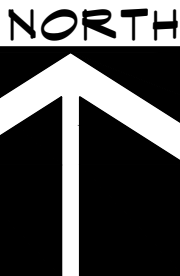
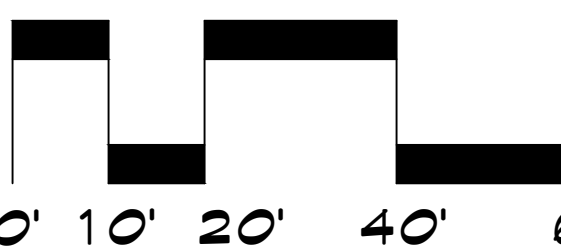


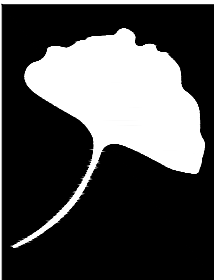
PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	QUERCUS VIRGINIANA 'HERITAGE' - OAK
	PARKINSONIA PRAECOX - PALO BREA
	PROSOPIS HYBRID - THORNLESS MESQUITE
	ULMUS PARVIFOLIA - EVERGREEN ELM
	ACACIA ANEURA - MULGA TREE
	FRAXINUS VELUTINA - ARIZONA ASH
	OLEA EUROPAEA 'WILSONI' - FRUITLESS OLIVE
SHRUBS	
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	BOUGAINVILLEA 'LA JOLLA' - BUSH BOUGAINVILLEA
	SIMMONDSIA CHINENSIS - JOJOBA
	EREMOHILA GLABRA 'WINTER BLAZE' - WINTER BLAZE EMU
	LEUCOPHYLLUM FRUTESCENS 'HEAVENLY CLOUD' - HEAVENLY CLOUD SAGE
	CAESALPINIA PULCHERRIMA - RED BIRD OF PARADISE
	LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' - LYNN'S LEGACY SAGE
	LANTANA CAMARA 'RADIATION' - RADIATION LANTANA
	RUELLIA PENINSULARIS - BAJA RUELLIA
ACCENTS	
	MUHLENBERGIA RIGENS - DEER GRASS
	AGAVE DESMETTIANA - AGAVE
	DASYLIRION WHEELERI - DESERT SPOON
GROUND COVERS	
	LANTANA CAMARA 'NEW GOLD' - NEW GOLD
	ACACIA REDOLENS - DESERT CARPET ACACIA
	DECOMPOSED GRANITE - 2" DEPTH, 3 / 4" SCREENED, COLOR TO BE 'EXPRESS GOLD'
	MID-IRON BERMUDA TURF

KEY MAP



SCALE: 1"=20'-0"





The McGough Group

Landscape Architecture
Urban Design - Site Imaging
Parks and Recreation

11110 N Tatum Blvd.
Suite 100
Phoenix, Arizona
85028

602-997-9093
602-997-9031 fax
E-Mail: Timm@mg-az.com



PLANTING PLAN

ZANJERO TRAILS - PHASE 2

PARCEL 11C - PHASE 1

SUNNYSIDE DR. & PERRYVILLE RD.
SURPRISE, ARIZONA

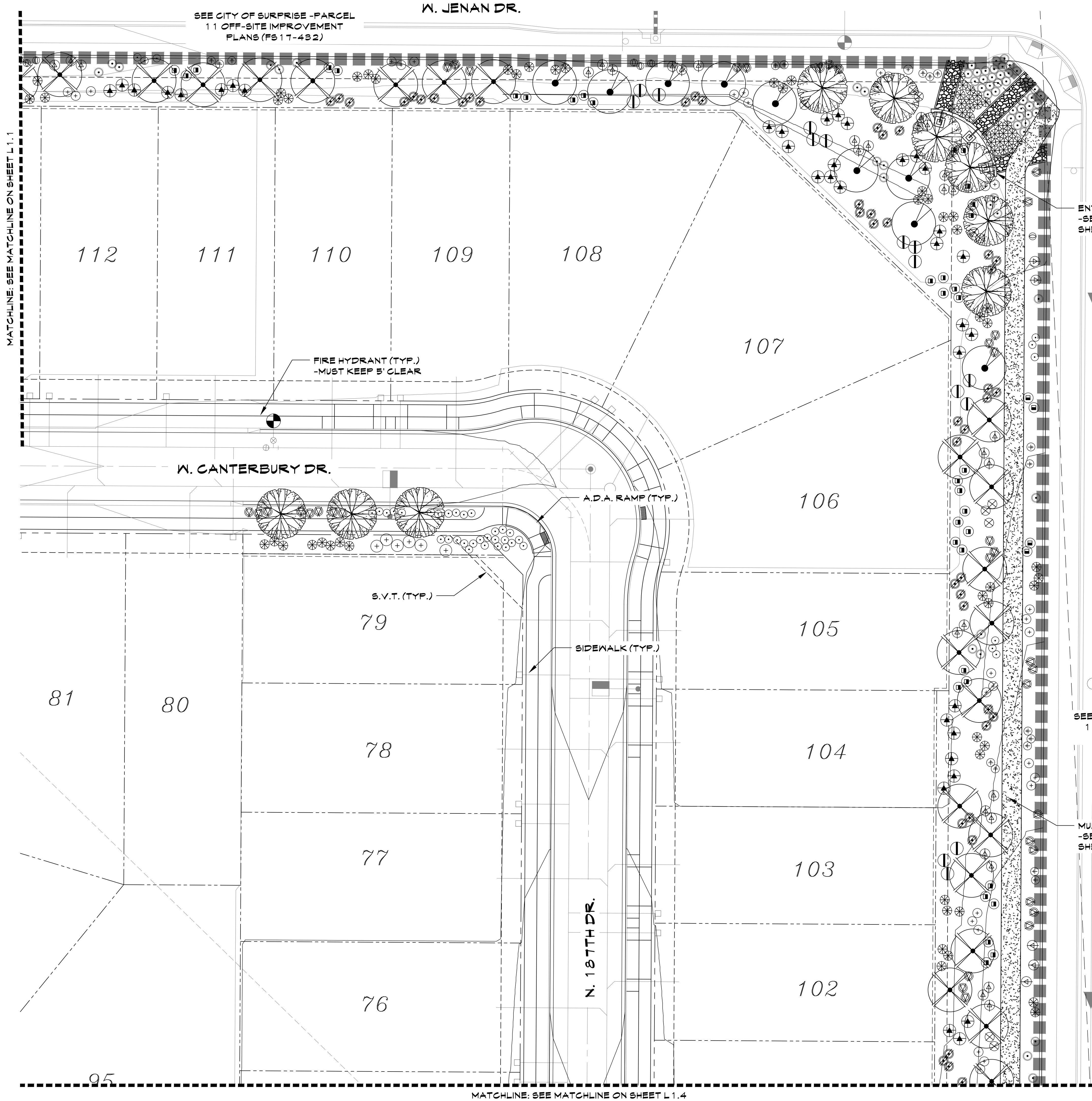
These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

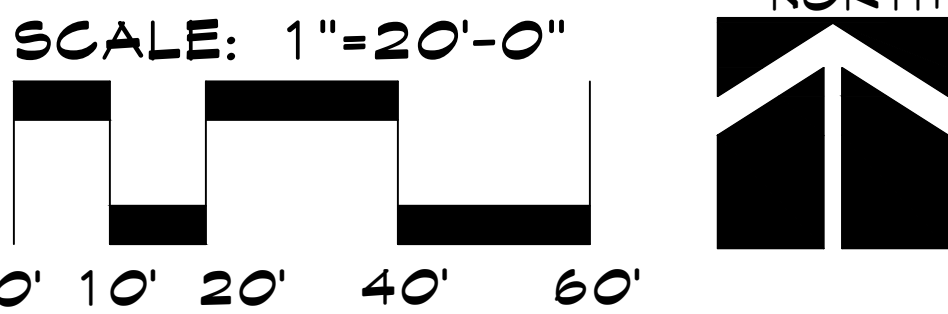
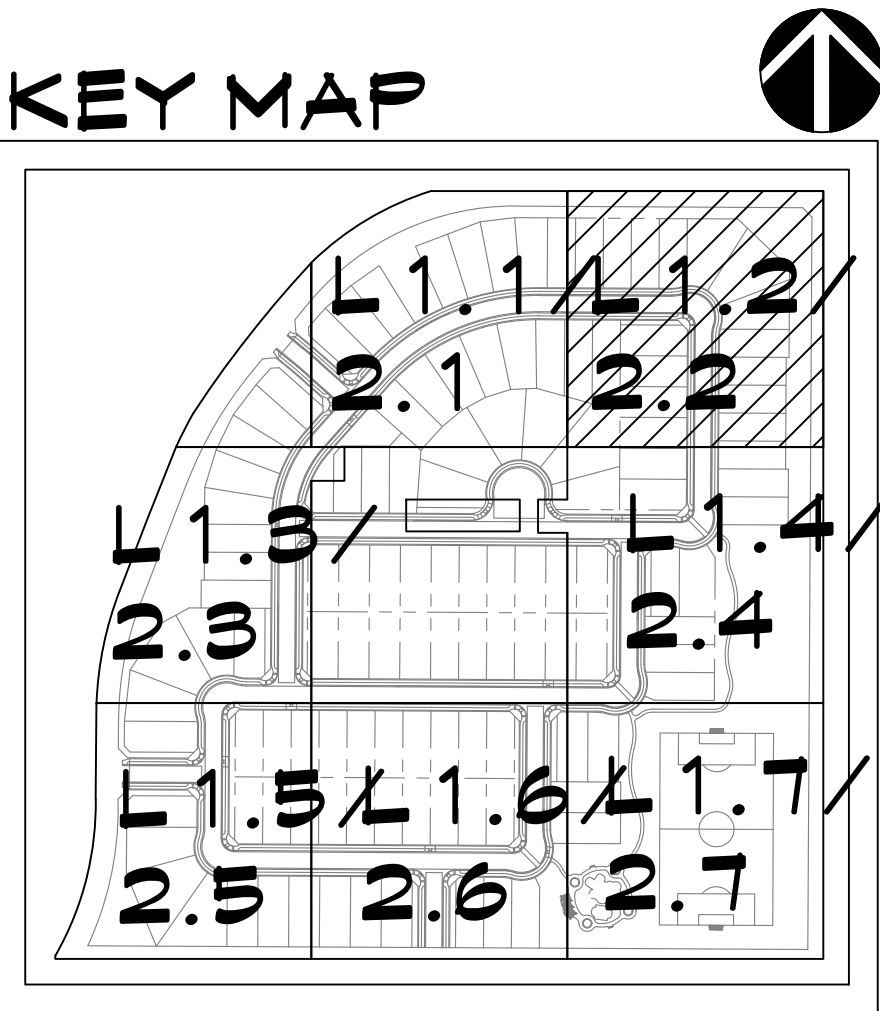
JOB NO. 17-46
DATE: 04-18-18
DRAWN BY: CS
CHECKED BY: TM

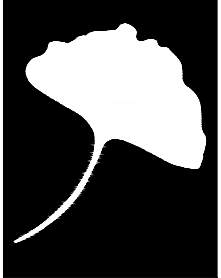
REVISIONS: 07-24-19

SHEET NO. L1.1



PLANT LEGEND	
SYMBOL BOTANICAL NAME - COMMON NAME	
TREES	
	QUERCUS VIRGINIANA 'HERITAGE' - OAK
	PARKINSONIA PRAECOX - PALO BREA
	PROSOPIS HYBRID - THORNTLESS MESQUITE
	ULMUS PARVIFOLIA - EVERGREEN ELM
	ACACIA ANEURA - MULGA TREE
	FRAXINUS VELUTINA - ARIZONA ASH
	OLEA EUROPAEA 'WILSONII' - FRUITLESS OLIVE
SHRUBS	
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	BOUGAINVILLEA 'LA JOLLA' - BUSH BOUGAINVILLEA
	SIMMONDSIA CHINENSIS - JOJOBA
	EREMOHLA GLABRA 'WINTER BLAZE' - WINTER BLAZE EMU
	LEUCOPHYLLUM FRUTESCENS 'HEAVENLY CLOUD' - HEAVENLY CLOUD SAGE
	CAESALPINIA PULCHERRIMA - RED BIRD OF PARADISE
	LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' - LYNN'S LEGACY SAGE
	LANTANA CAMARA 'RADIATION' - RADIATION LANTANA
	RUELLIA PENINSULARIS - BAJA RUELLIA
ACCENTS	
	MUHLENBERGIA RIGENS - DEER GRASS
	AGAVE DESMETTIANA - AGAVE
	DASYLIRION WHEELERI - DESERT SPOON
GROUND COVERS	
	LANTANA CAMARA 'NEW GOLD' - NEW GOLD
	ACACIA REDOLENS - DESERT CARPET ACACIA
	DECOMPOSED GRANITE - 2" DEPTH, 3/ 4" SCREENED, COLOR TO BE 'EXPRESS GOLD'
	MID-IRON BERMUDA TURF





The McGough Group

Landscape Architecture
Urban Design • Site Imaging
Parks and Recreation

11110 N Tatum Blvd.
Suite 100
Phoenix, Arizona
85028

602-997-9093
602-997-9031 fax
E-Mail: Timm@mg-az.com



PLANTING PLAN

ZANJERO TRAILS - PHASE 2

PARCEL 11C - PHASE 1

SUNNYSIDE DR. & PERRYVILLE RD.

SURPRISE, ARIZONA

These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO. 17-46

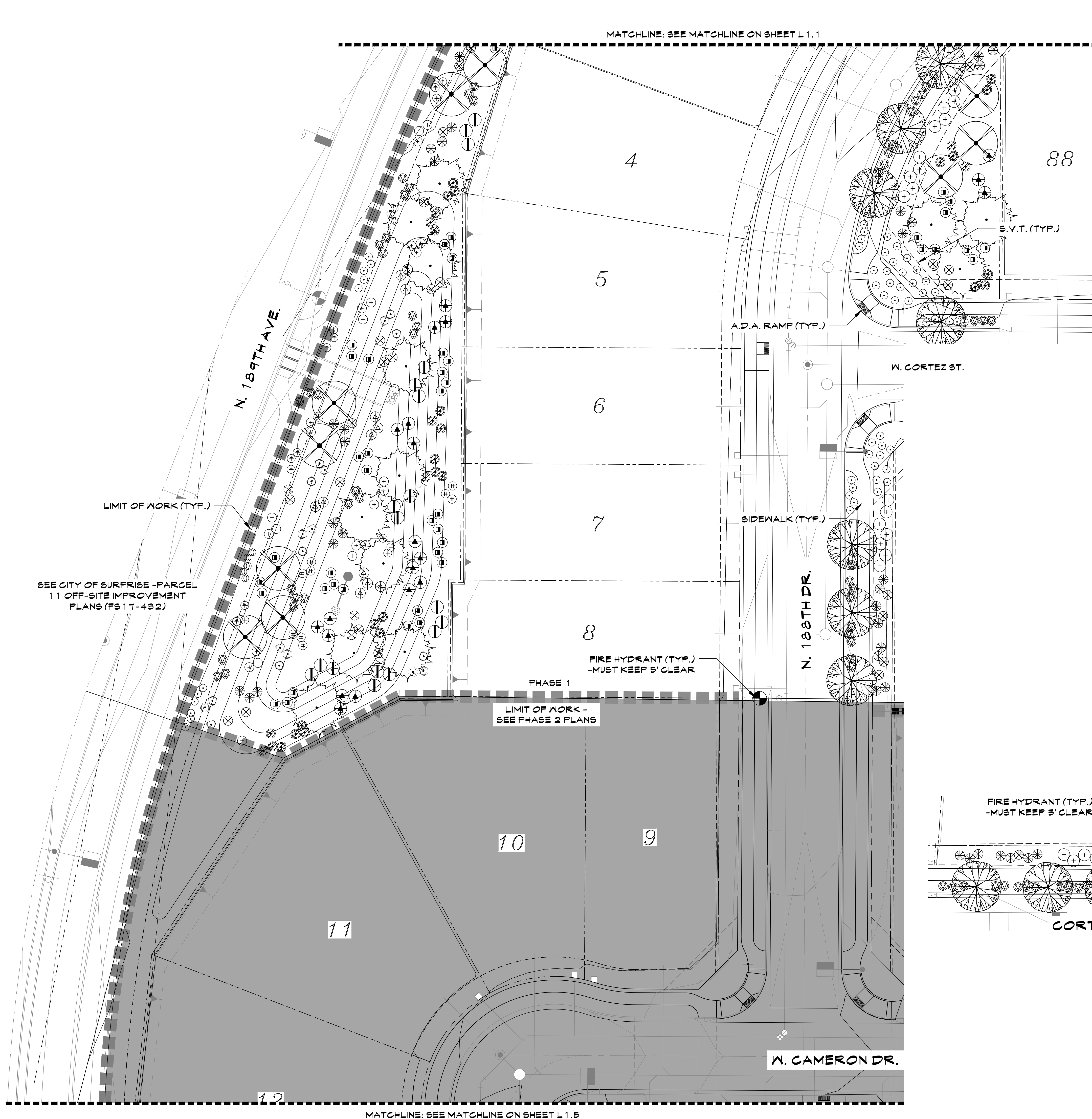
DATE: 04-18-18

DRAWN BY: CS

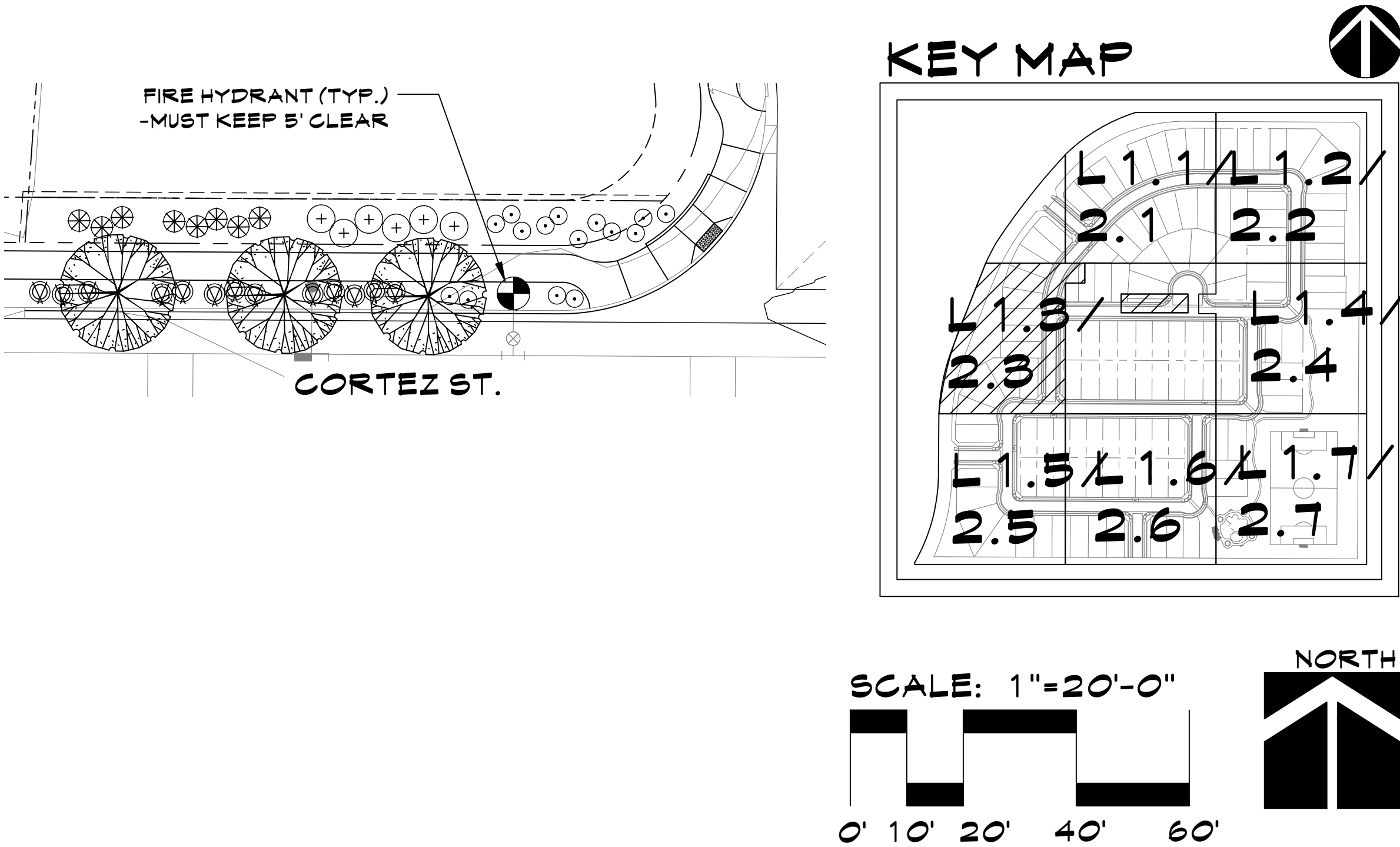
CHECKED BY: TM

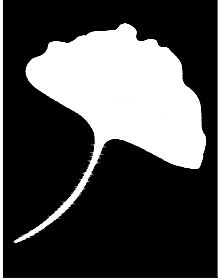
REVISIONS: 07-24-19

SHEET NO. L 1.2



PLANT LEGEND	
SYMBOL BOTANICAL NAME - COMMON NAME	
TREES	
	QUERCUS VIRGINIANA 'HERITAGE' - OAK
	PARKINSONIA PRAECOX - PALO BREA
	PROSOPIS HYBRID - THORNLESS MESQUITE
	ULMUS PARVIFOLIA - EVERGREEN ELM
	ACACIA ANEURA - MULGA TREE
	FRAXINUS VELUTINA - ARIZONA ASH
	OLEA EUROPAEA 'WILSONII' - FRUITLESS OLIVE
SHRUBS	
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	BOUGAINVILLEA 'LA JOLLA' - BUSH BOUGAINVILLEA
	SIMMONDSIA CHINENSIS - JOJOBA
	EREMOPHILA GLABRA 'WINTER BLAZE' - WINTER BLAZE EMU
	LEUCOPHYLLUM FRUTESCENS 'HEAVENLY CLOUD' - HEAVENLY CLOUD SAGE
	CAESALPINIA PULCHERRIMA - RED BIRD OF PARADISE
	LEUCOPHYLLUM LANGMANIAE 'LNN'S LEGACY' - LYNN'S LEGACY SAGE
	LANTANA CAMARA 'RADIATION' - RADIATION LANTANA
	RUELLIA PENINSULARIS - BAJA RUELLIA
ACCENTS	
	MUHLENBERGIA RIGENS - DEER GRASS
	AGAVE DESMETTIANA - AGAVE
	DASYLIRION WHEELERI - DESERT SPOON
GROUND COVERS	
	LANTANA CAMARA 'NEW GOLD' - NEW GOLD
	ACACIA REDOLENS - DESERT CARPET ACACIA
	DECOMPOSED GRANITE - 2" DEPTH, 3/ 4" SCREENED, COLOR TO BE 'EXPRESS GOLD'
	MID-IRON BERMUDA TURF





The McGough Group

Landscape Architecture
Urban Design • Site Imaging
Parks and Recreation

11110 N Tatum Blvd.
Suite 100
Phoenix, Arizona
85028

602-997-9093
602-997-9031 fax
E-Mail: Timm@mg-az.com



PLANTING PLAN

ZANJERO TRAILS - PHASE 2

PARCEL 11C - PHASE 1

SUNNYSIDE DR. & PERRYVILLE RD.

SURPRISE, ARIZONA

These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO.	17-46
DATE:	04-18-18
DRAWN BY:	CS
CHECKED BY:	TM

REVISIONS:	07-24-19

SHEET NO.
L1.3

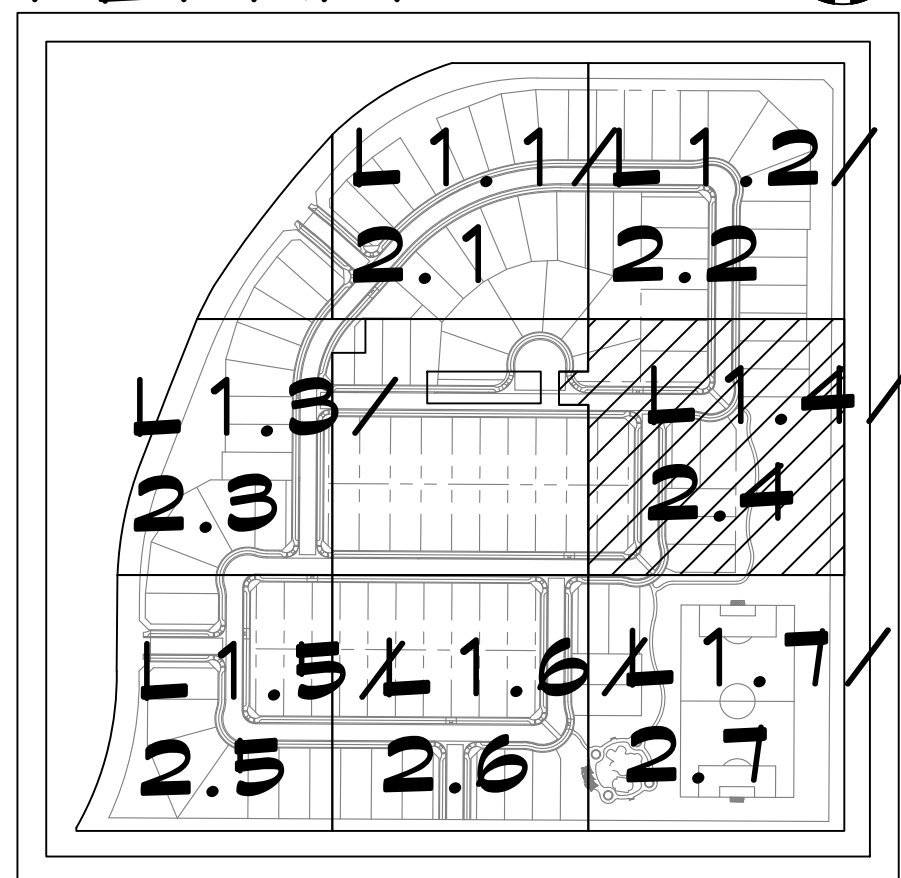
MATCHLINE: SEE MATCHLINE ON SHEET L1.2

PLANT LEGEND

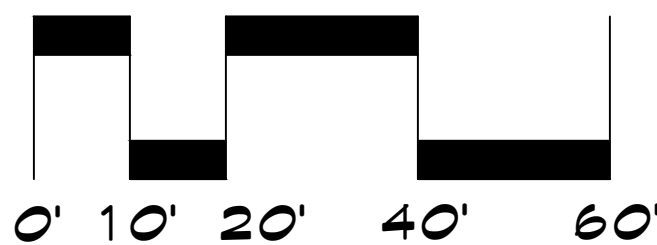
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	QUERCUS VIRGINIANA 'HERITAGE' - OAK
	PARKINSONIA PRAECOX - PALO BREA
	PROSOPIS HYBRID - THORNTLESS MESQUITE
	ULMUS PARVIFOLIA - EVERGREEN ELM
	ACACIA ANEURA - MULGA TREE
	FRAXINUS VELUTINA - ARIZONA ASH
	OLEA EUROPAEA 'WILSONII' - FRUITLESS OLIVE
SHRUBS	
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUA SAGE
	BOUGAINVILLEA 'LA JOLLA' - BUSH BOUGAINVILLEA
	SIMMONDSIA CHINENSIS - JOJOBA
	EREMOHILA GLABRA 'WINTER BLAZE' - WINTER BLAZE EMU
	LEUCOPHYLLUM FRUTESCENS 'HEAVENLY CLOUD' - HEAVENLY CLOUD SAGE
	CAESALPINIA PULCHERRIMA - RED BIRD OF PARADISE
	LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' - LYNN'S LEGACY SAGE
	LANTANA CAMARA 'RADIATION' - RADIATION LANTANA
	RUELLIA PENINSULARIS - BAJA RUELLIA
ACCENTS	
	MUHLENBERGIA RIGENS - DEER GRASS
	AGAVE DESMETTIANA - AGAVE
	DASYLIRION WHEELERI - DESERT SPOON
GROUND COVERS	
	LANTANA CAMARA 'NEW GOLD' - NEW GOLD
	ACACIA REDOLENS - DESERT CARPET ACACIA
	DECOMPOSED GRANITE - 2" DEPTH, 3/4" SCREENED, COLOR TO BE 'EXPRESS GOLD'
	MID-IRON BERMUDA TURF

SEE CITY OF SURPRISE - PARCEL
11 OFF-SITE IMPROVEMENT
PLANS (FS 17-432)

KEY MAP



SCALE: 1"=20'-0"



NORTH



PLANTING PLAN

ZANJERO TRAILS - PHASE 2

PARCEL 11C - PHASE 1

SUNNYSIDE DR. & PERRYVILLE RD.
SURPRISE, ARIZONA

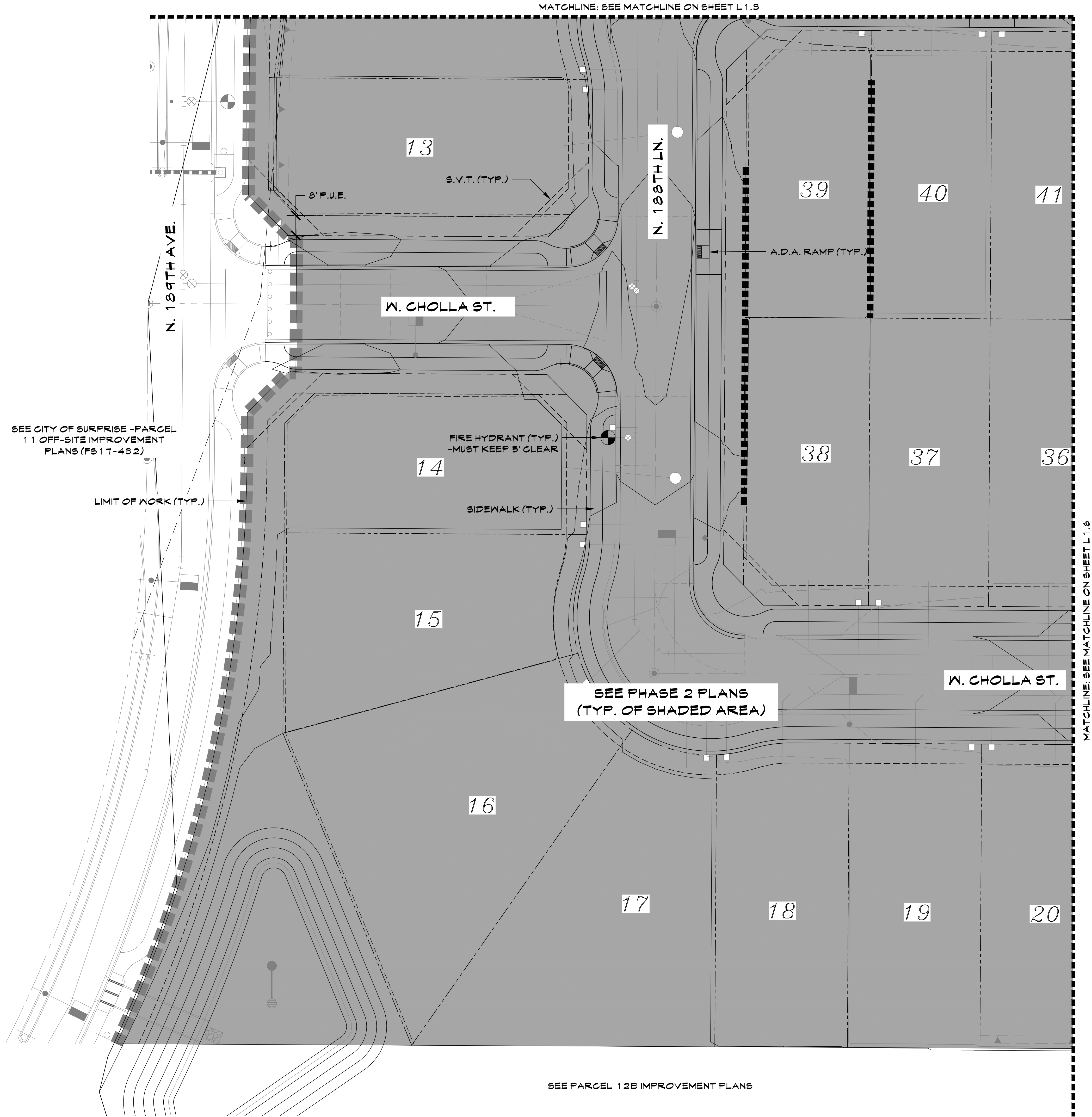
These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

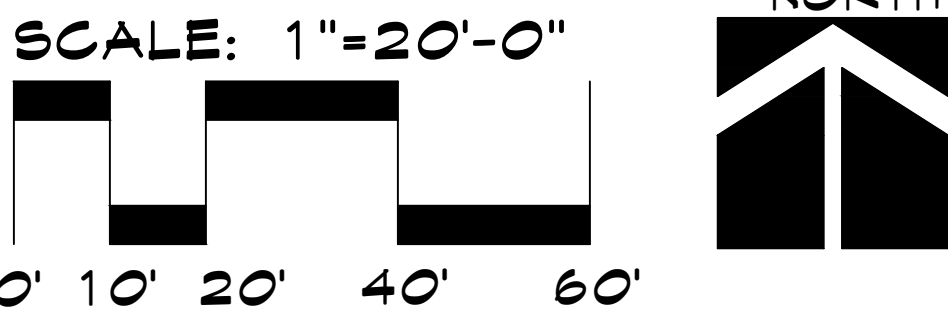
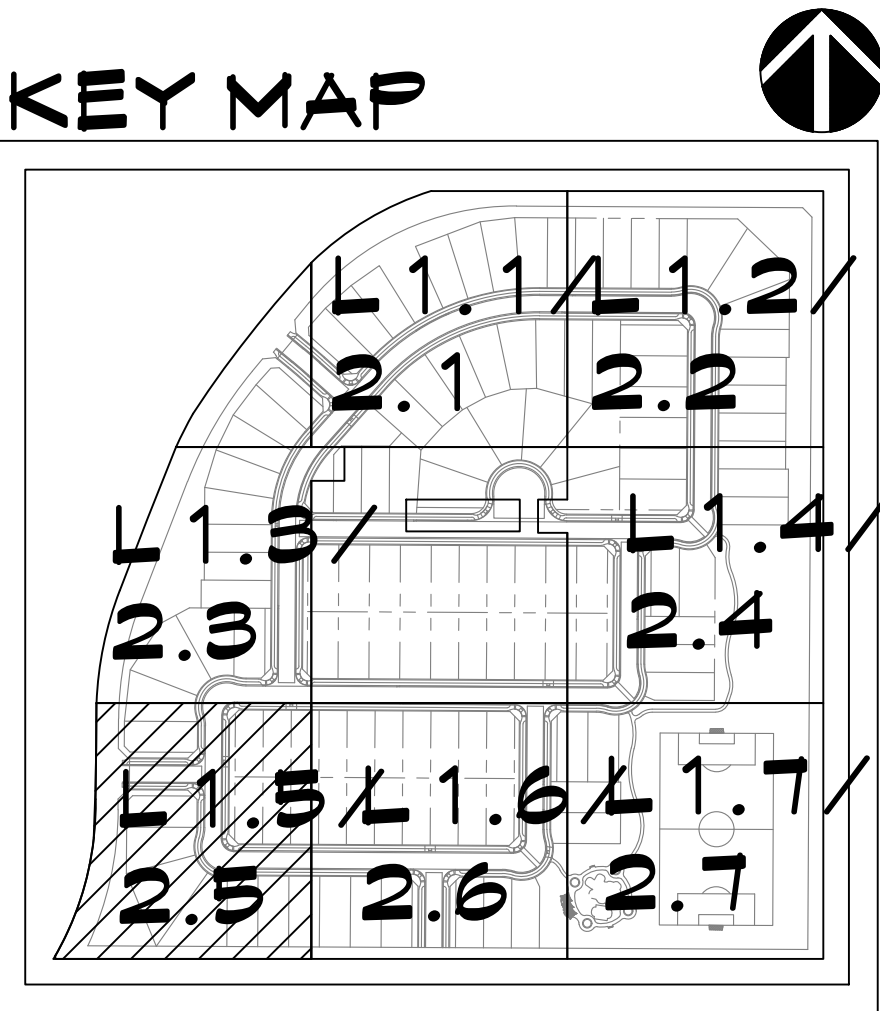
JOB NO. 17-46
DATE: 04-18-18
DRAWN BY: CS
CHECKED BY: TM

REVISIONS: 07-24-19

SHEET NO. L1.4



PLANT LEGEND	
SYMBOL BOTANICAL NAME - COMMON NAME	
TREES	
	QUERCUS VIRGINIANA 'HERITAGE' - OAK
	PARKINSONIA PRAECOX - PALO BREA
	PROSOPIS HYBRID - THORNLESS MESQUITE
	ULMUS PARVIFOLIA - EVERGREEN ELM
	ACACIA ANEURA - MULGA TREE
	FRAXINUS VELUTINA - ARIZONA ASH
	OLEA EUROPAEA 'WILSONII' - FRUITLESS OLIVE
SHRUBS	
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE
	BOUGAINVILLEA 'LA JOLLA' - BUSH BOUGAINVILLEA
	SIMMONDSIA CHINENSIS - JOJOBA
	EREMOHILA GLABRA 'WINTER BLAZE' - WINTER BLAZE EMU
	LEUCOPHYLLUM FRUTESCENS 'HEAVENLY CLOUD' - HEAVENLY CLOUD SAGE
	CAESALPINIA PULCHERRIMA - RED BIRD OF PARADISE
	LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' - LYNN'S LEGACY SAGE
	LANTANA CAMARA 'RADIATION' - RADIATION LANTANA
	RUELLIA PENINSULARIS - BAJA RUELLIA
ACCENTS	
	MUHLENBERGIA RIGENS - DEER GRASS
	AGAVE DESMETTIANA - AGAVE
	DASYLIRION WHEELERI - DESERT SPOON
GROUND COVERS	
	LANTANA CAMARA 'NEW GOLD' - NEW GOLD
	ACACIA REDOLENS - DESERT CARPET ACACIA
	DECOMPOSED GRANITE - 2" DEPTH, 3/ 4" SCREENED, COLOR TO BE 'EXPRESS GOLD'
	MID-IRON BERMUDA TURF



The McGough Group

Landscape Architecture
Urban Design • Site Imaging
Parks and Recreation

11110 N Tatum Blvd.
Suite 100
Phoenix, Arizona
85028

602-997-9093
602-997-9031 fax
E-Mail: Timm@mg-az.com



PLANTING PLAN

ZANJERO TRAILS - PHASE 2

PARCEL 11C - PHASE 1

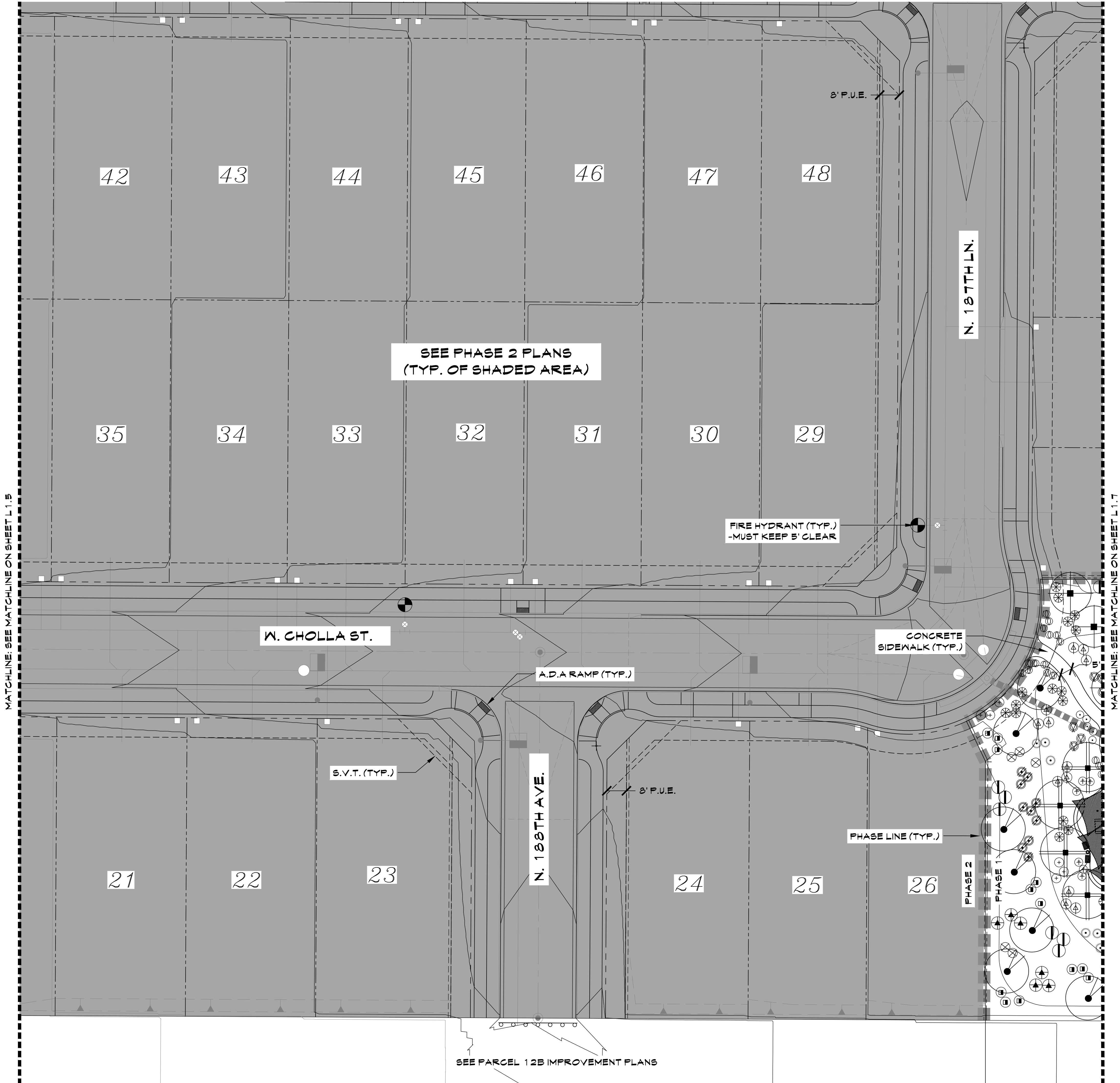
SUNNYSIDE DR. & PERRYVILLE RD.
SURPRISE, ARIZONA

These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO. 17-46
DATE: 04-18-18
DRAWN BY: CS
CHECKED BY: TM

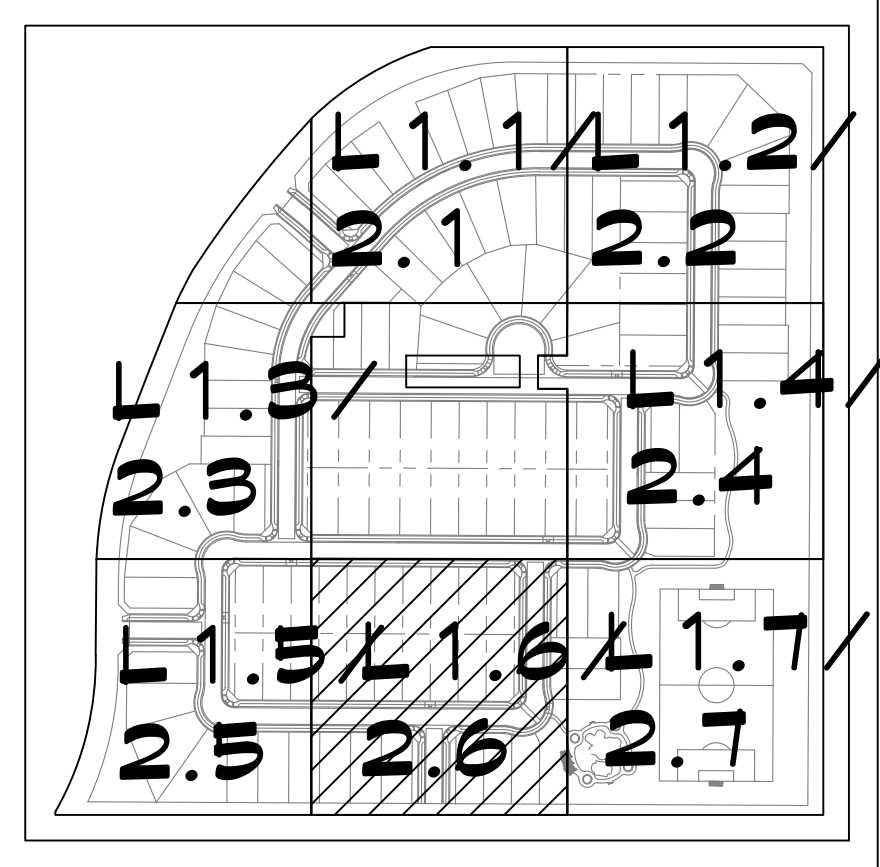
REVISIONS:	07-24-19



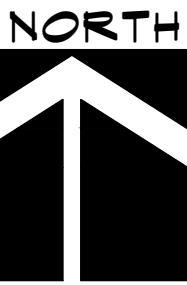
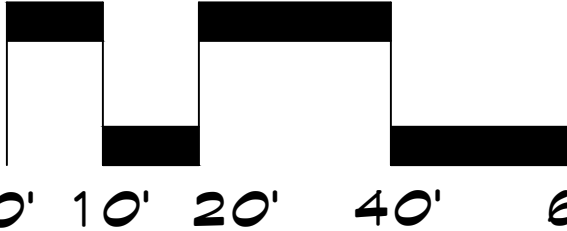
PLANT LEGEND

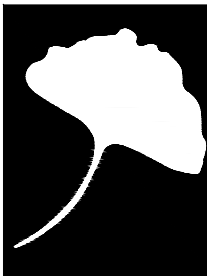
SYMBOL BOTANICAL NAME - COMMON NAME	
TREES	
	QUERCUS VIRGINIANA 'HERITAGE' - OAK
	PARKINSONIA PRAECOX - PALO BREA
	PROSOPIS HYBRID - THORNLESS MESQUITE
	ULMUS PARVIFOLIA - EVERGREEN ELM
	ACACIA ANEURA - MULGA TREE
	FRAXINUS VELUTINA - ARIZONA ASH
	OLEA EUROPAEA 'WILSONII' - FRUITLESS OLIVE
SHRUBS	
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE
	BOUGAINVILLEA 'LA JOLLA' - BUSH BOUGAINVILLEA
	SIMMONDSIA CHINENSIS - JOJOBA
	EREMOHILA GLABRA 'WINTER BLAZE' - WINTER BLAZE EMU
	LEUCOPHYLLUM FRUTESCENS 'HEAVENLY CLOUD' - HEAVENLY CLOUD SAGE
	CAESALPINIA PULCHERRIMA - RED BIRD OF PARADISE
	LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' - LYNN'S LEGACY SAGE
	LANTANA CAMARA 'RADIATION' - RADIATION LANTANA
	RUELLIA PENINSULARIS - BAJA RUELLIA
ACCENTS	
	MUHLENBERGIA RIGENS - DEER GRASS
	AGAVE DESMETTIANA - AGAVE
	DASYLIRION WHEELERI - DESERT SPOON
GROUND COVERS	
	LANTANA CAMARA 'NEW GOLD' - NEW GOLD
	ACACIA REDOLENS - DESERT CARPET ACACIA
	DECOMPOSED GRANITE - 2" DEPTH, 3/4" SCREENED, COLOR TO BE 'EXPRESS GOLD'
	MID-IRON BERMUDA TURF

KEY MAP



SCALE: 1"=20'-0"





The McGough Group

Landscape Architecture
Urban Design • Site Imaging
Parks and Recreation

11110 N Tatum Blvd.
Suite 100
Phoenix, Arizona
85028

602-997-9093
602-997-9031 fax
E-Mail: Timm@mg-az.com



PLANTING PLAN

ZANJERO TRAILS - PHASE 2

PARCEL 11C - PHASE 1

SUNNYSIDE DR. & PERRYVILLE RD.
SURPRISE, ARIZONA

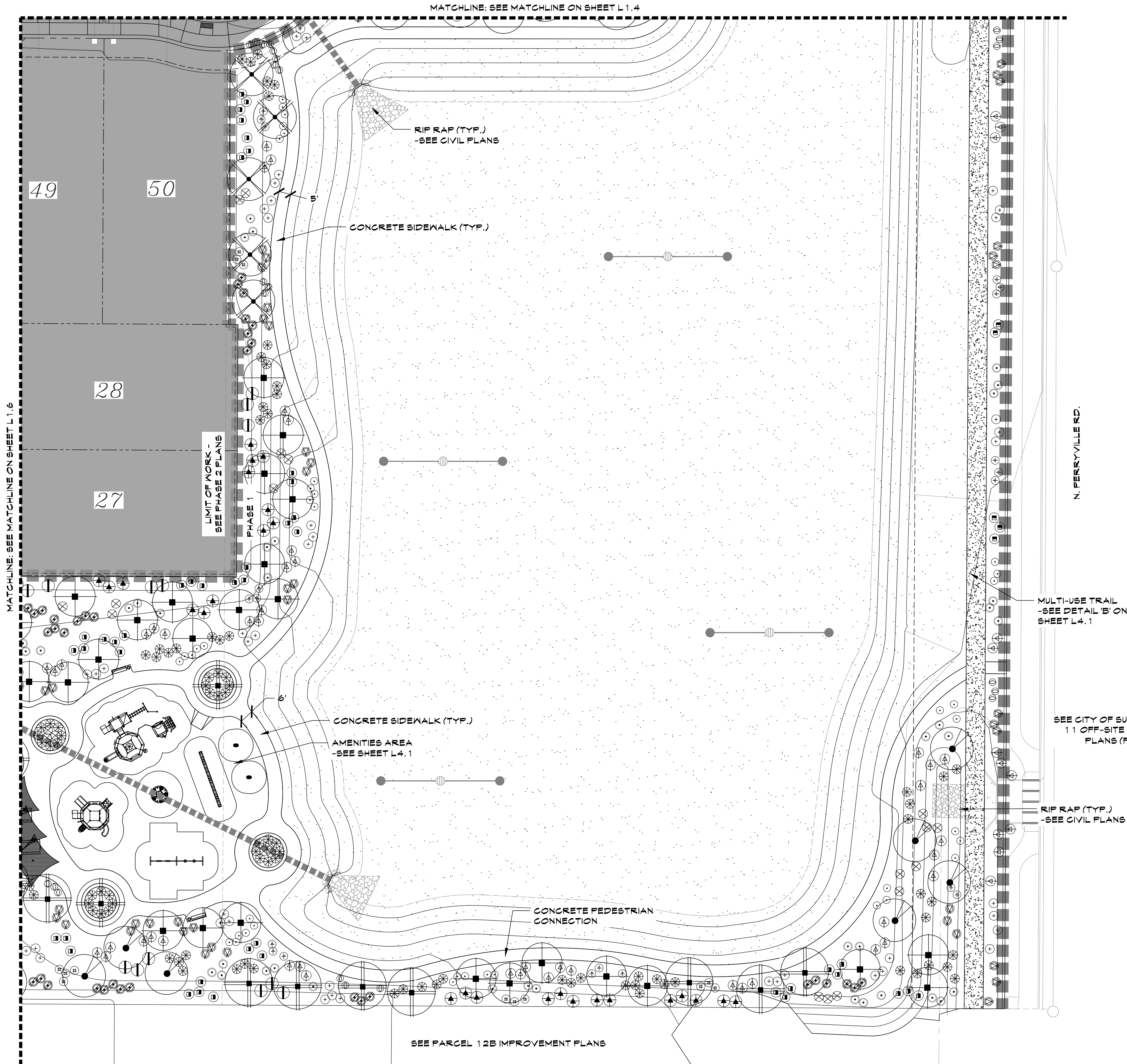
These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

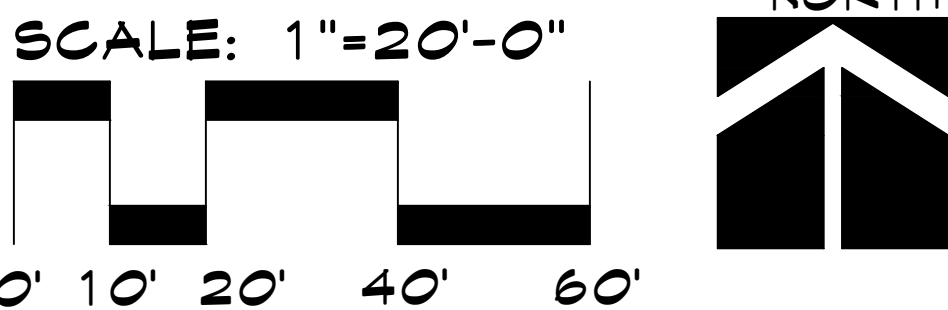
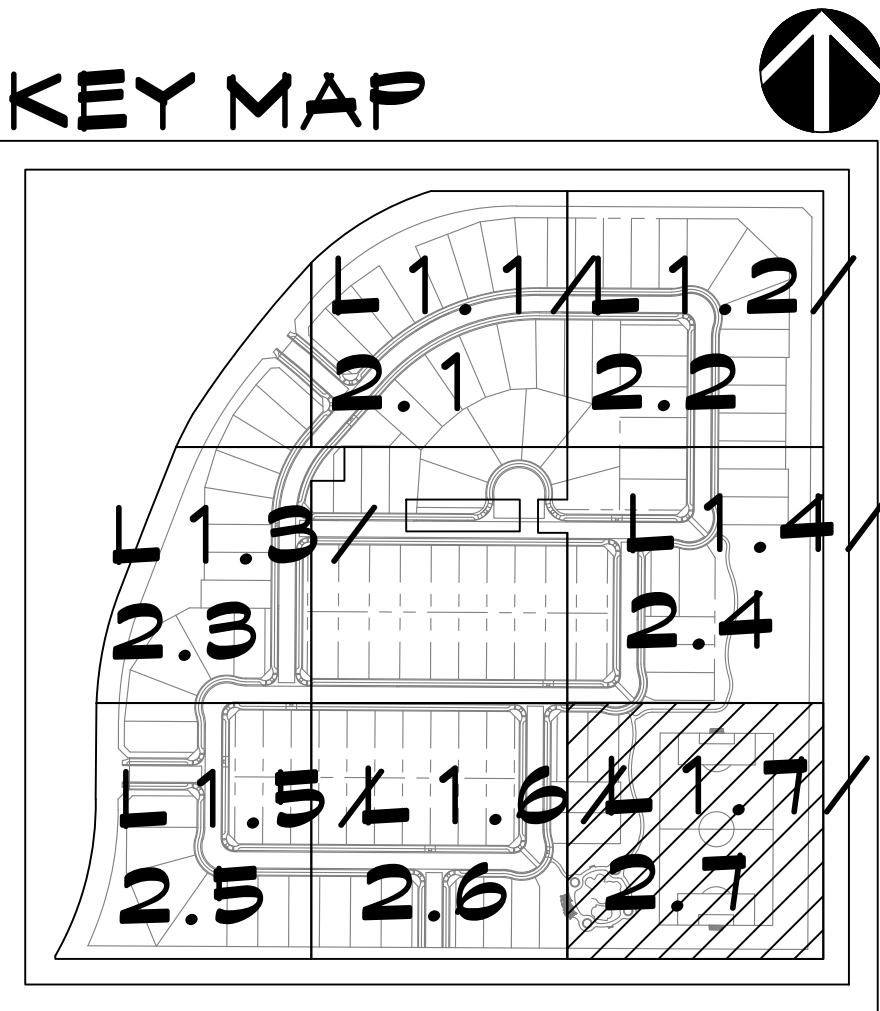
JOB NO.	17-46
DATE:	04-18-18
DRAWN BY:	CS
CHECKED BY:	TM

REVISIONS:	07-24-19

SHEET NO.
L 1.6



PLANT LEGEND	
SYMBOL	BOTANICAL NAME - COMMON NAME
TREES	
	QUERCUS VIRGINIANA 'HERITAGE' - OAK
	PARKINSONIA PRAECOX - PALO BREA
	PROSOPIS HYBRID - THORNTLESS MESQUITE
	ULMUS PARVIFOLIA - EVERGREEN ELM
	ACACIA ANEURA - MULGA TREE
	FRAXINUS VELUTINA - ARIZONA ASH
	OLEA EUROPAEA 'WILSONII' - FRUITLESS OLIVE
SHRUBS	
	LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE
	BOUGAINVILLEA 'LA JOLLA' - BUSH BOUGAINVILLEA
	SIMMONDSIA CHINENSIS - JOJOBA
	EREMOHILA GLABRA 'WINTER BLAZE' - WINTER BLAZE EMU
	LEUCOPHYLLUM FRUTESCENS 'HEAVENLY CLOUD' - HEAVENLY CLOUD SAGE
	CAESALPINIA PULCHERRIMA - RED BIRD OF PARADISE
	LEUCOPHYLLUM LANGMANIAE 'LNN'S LEGACY' - LYNN'S LEGACY SAGE
	LANTANA CAMARA 'RADIATION' - RADIATION LANTANA
	RUELLIA PENINSULARIS - BAJA RUELLIA
ACCENTS	
	MUHLENBERGIA RIGENS - DEER GRASS
	AGAVE DESMETTIANA - AGAVE
	DASYLIRION WHEELERI - DESERT SPOON
GROUND COVERS	
	LANTANA CAMARA 'NEW GOLD' - NEW GOLD
	ACACIA REDOLENS - DESERT CARPET ACACIA
	DECOMPOSED GRANITE - 2" DEPTH, 3/ 4" SCREENED, COLOR TO BE 'EXPRESS GOLD'
	MID-IRON BERMUDA TURF



The McGough Group
Landscape Architecture
Urban Design • Site Imaging
Parks and Recreation
11110 N Tatum Blvd.
Suite 100
Phoenix, Arizona
85028
602-997-9093
602-997-9031 fax
E-Mail: Timm@mg-az.com



PLANTING PLAN

ZANJERO TRAILS - PHASE 2

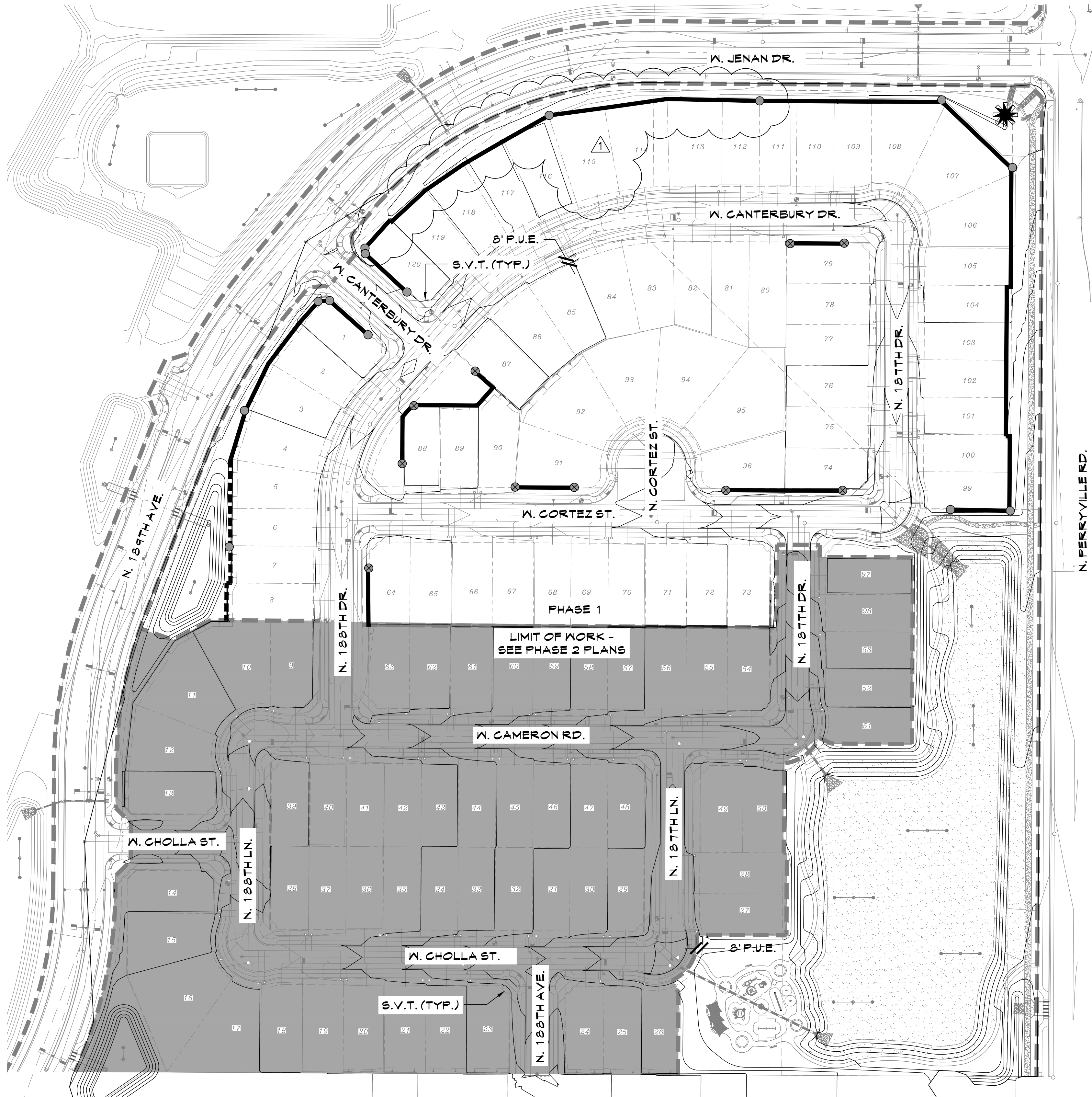
PARCEL 11C - PHASE 1

SUNNYSIDE DR. & PERRYVILLE RD.
SURPRISE, ARIZONA

These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.	
These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.	
JOB NO.	17-46
DATE:	04-18-18
DRAWN BY:	CS
CHECKED BY:	TM

REVISIONS:	07-24-19

SHEET NO.
L1.7



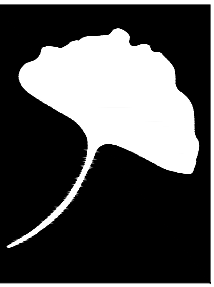
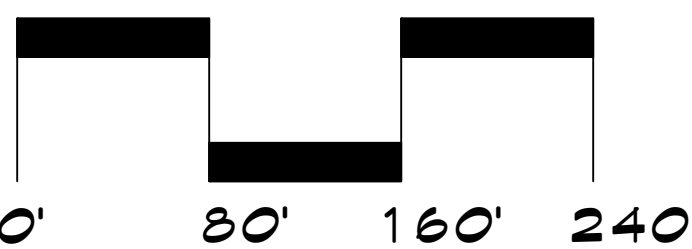
WALL LEGEND

	PROJECT THEME WALL (≈ 2,423 LF) -SEE DETAIL 'B' ON SHEET L3.1
	PARTIAL VIEW WALL (≈ 211 LF) -SEE DETAIL 'C' ON SHEET L3.1
	THEME COLUMN (QTY 14) -SEE DETAIL 'A' ON SHEET L3.1
	SECONDARY THEME COLUMN (QTY 10) -SEE DETAIL 'C' ON SHEET L3.1
	PRIMARY SIGN MONUMENT -SEE DETAIL 'A' ON SHEET L3.1

NOTES:

1. ALL FOOTINGS, WALLS AND THEME COLUMNS TO BE LOCATED OUTSIDE OF THE P.U.E., R.O.W. AND SITE VISIBILITY TRIANGLE EASEMENTS.
2. THEME COLUMNS ARE TO BE 25'-0" OFF THE BACK OF THE SIDEWALK. SOME THEME COLUMNS MAY HAVE TO BE LOCATED 30'-0" OFF THE BACK OF SIDEWALK WHERE SITE VISIBILITY TRIANGLE EASEMENTS ARE PRESENT. CONTRACTOR TO INSTALL 6"X6" CONCRETE HEADER FROM THE FRONT OF THE COLUMN TO THE BACK OF THE SIDEWALK.
3. SEE CIVIL PLANS FOR RETAINING WALL LOCATIONS.
4. CONTRACTOR TO USE FINAL PLAT TO VERIFY ALL QUANTITIES.

SCALE: 1"=80'-0"



The McGough Group

Landscape Architecture
Urban Design • Site Imaging
Parks and Recreation

11110 N Tatum Blvd.
Suite 100
Phoenix, Arizona
85028

602-997-9093
602-997-9031 fax
E-Mail: Timm@mg-az.com



Expires: 6-30-2021

WALL PLAN
ZANJERO TRAILS - PHASE 2
PARCEL 11C - PHASE 1
SUNNYSIDE DR. & PERRYVILLE RD.
SURPRISE, ARIZONA

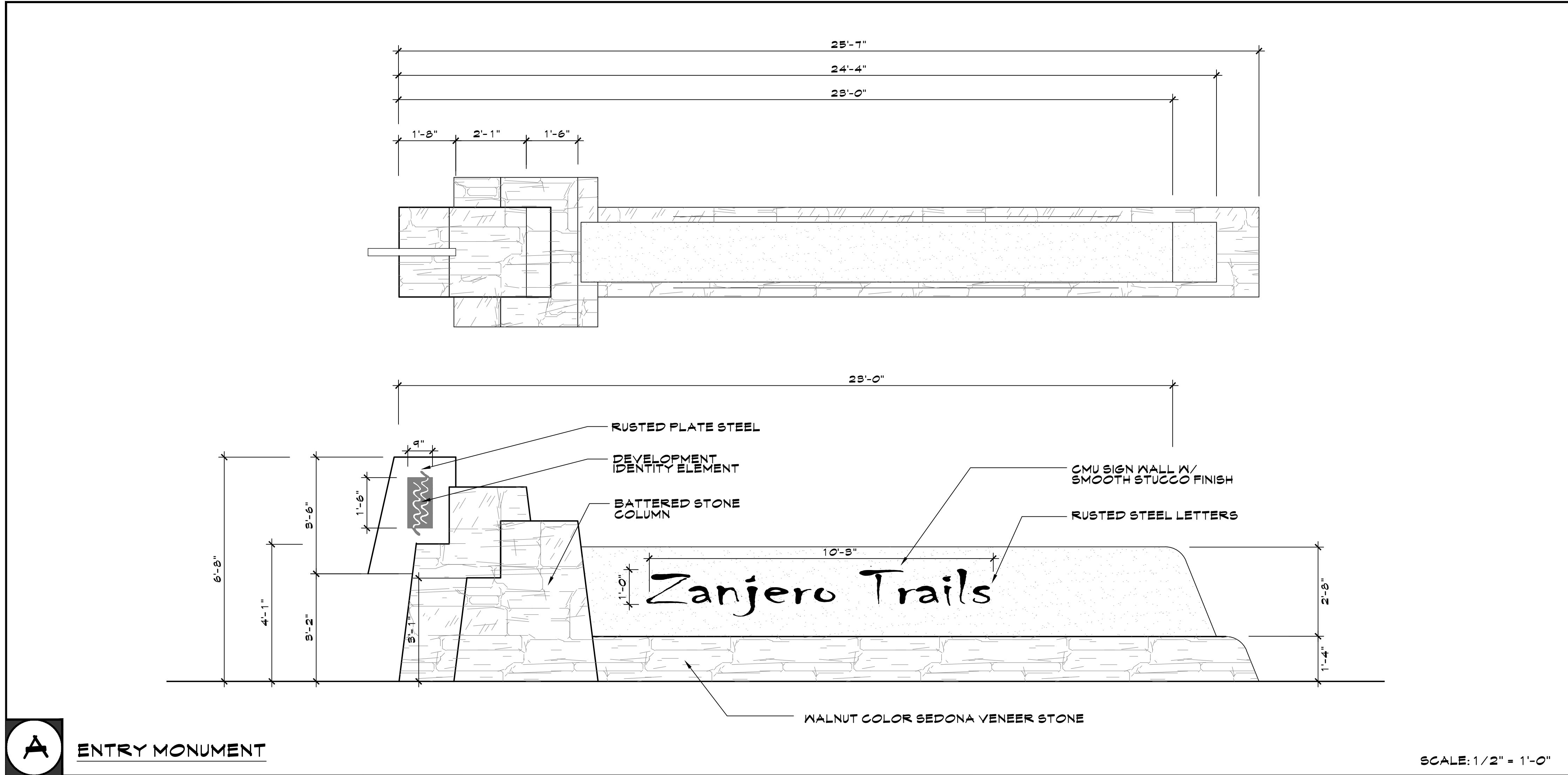
These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO. 17-46
DATE: 04-18-18
DRAWN BY: CS
CHECKED BY: TM

REVISIONS: 07-24-19

SHEET NO.
L3.1



ENTRY MONUMENT

SCALE: 1/2" = 1'-0"

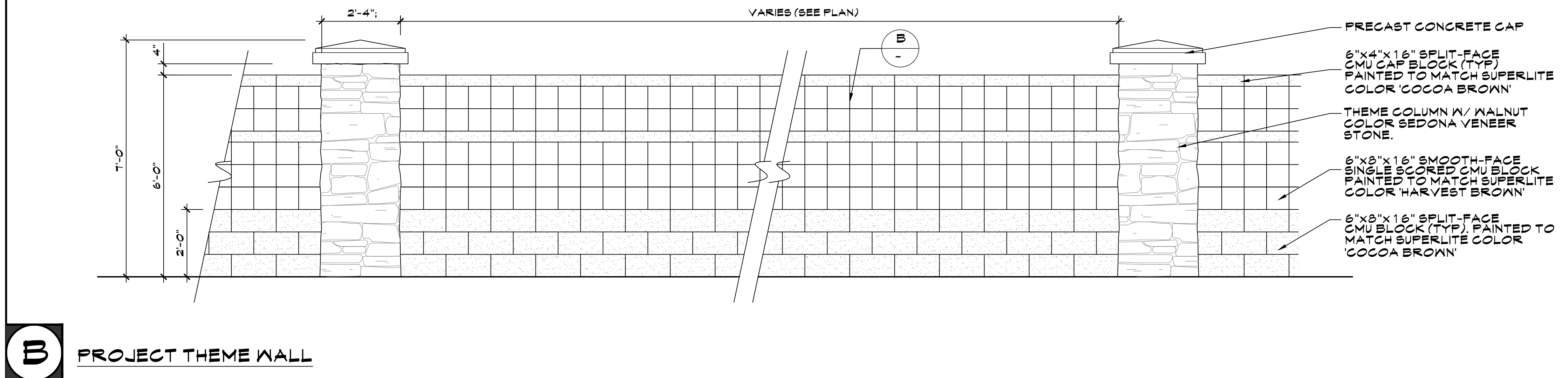
- NOTES (APPLY TO ALL DETAILS)**
1. DETAILS FOR AESTHETIC/MATERIAL REFERENCE ONLY; STRUCTURAL DETAILS REQUIRED PRIOR TO CONSTRUCTION.
 2. SHOP DRAWINGS ARE REQUIRED PRIOR TO ISSUE OF PERMIT AND CONSTRUCTION.
 3. SIGNAGE/MONUMENT TO BE APPROVED AS PART OF A SEPARATE SUBMITTAL AND PERMIT.
 4. ALL PAINT COLORS TO BE APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO ORDERING, PURCHASING AND PAINTING ALL THEME/VIEW WALLS.
 5. MOCK WALL TO BE CONSTRUCTED SHOWING SPECIFIED PAINT COLORS AND ANY ALTERNATES PROVIDED BY THE OWNER.

SPECIAL NOTE:

WALL COLOR - PAINT EQUIVALENTS
(ALL DUNN EDWARDS PAINT)

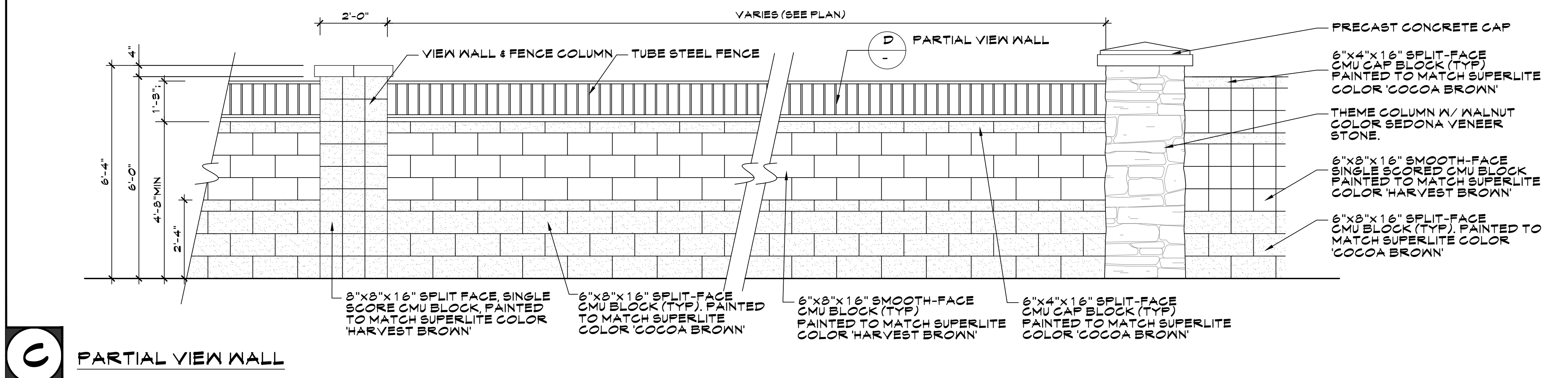
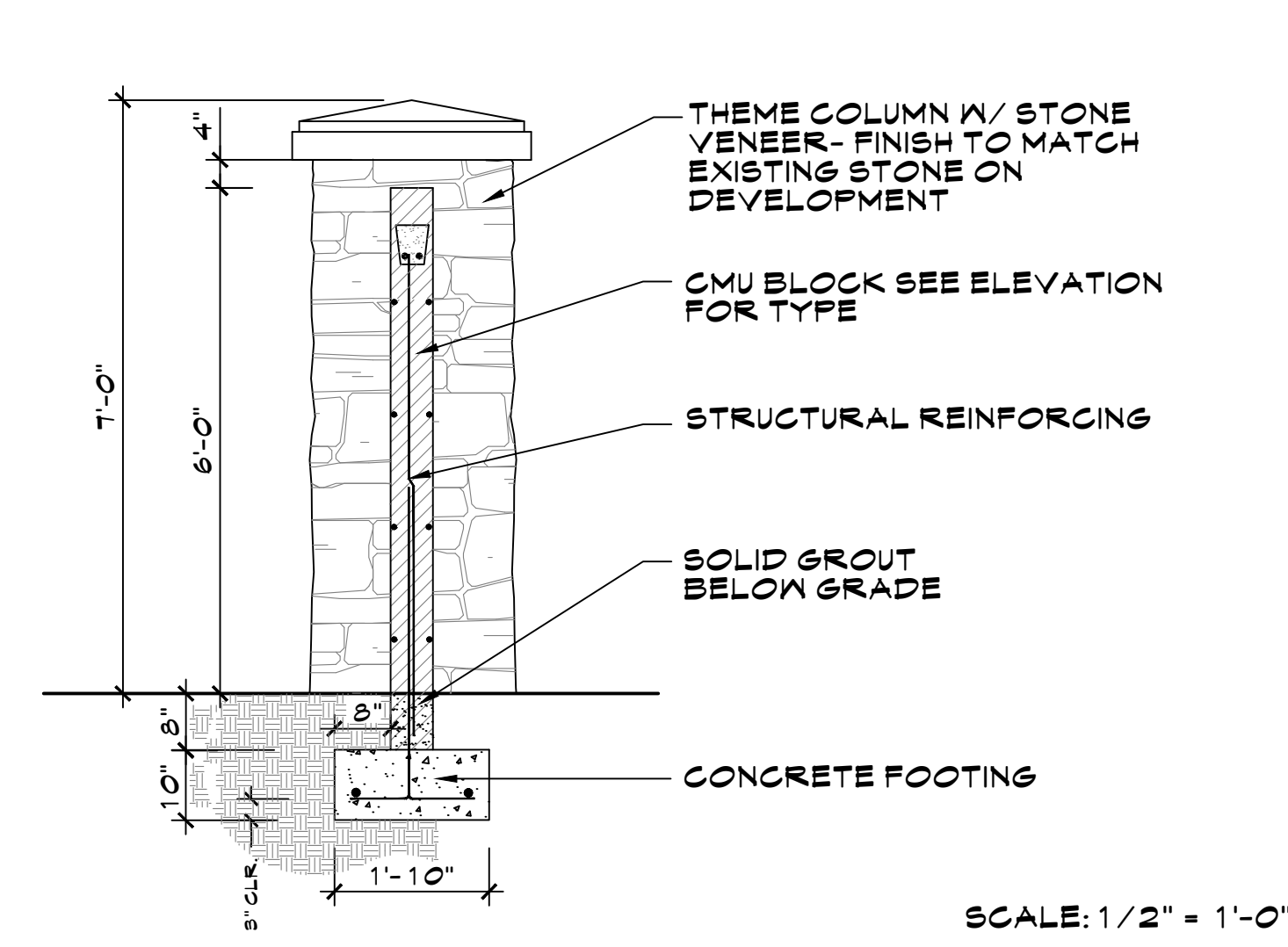
FOR "COCOA BROWN" USE:
1008-0785-03 1 T-U SANJERO TRIM
N6240V VERSAFLAT

FOR "HARVEST BROWN" USE:
1008-0784-03 1 T-M SANJERO BODY
N6240V VERSAFLAT



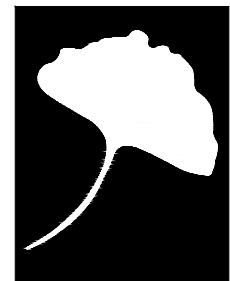
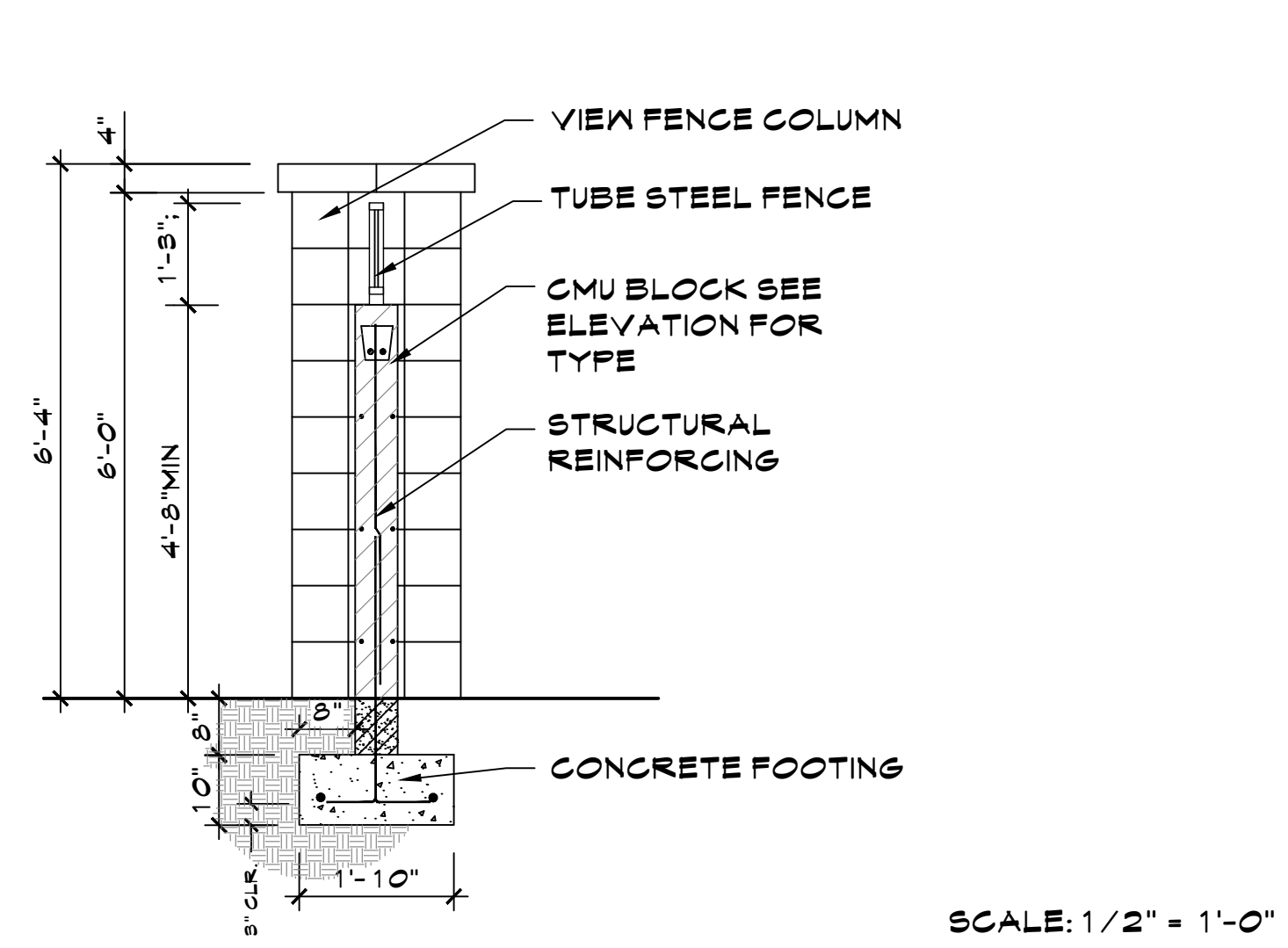
PROJECT THEME WALL

SCALE: 1/2" = 1'-0"



PARTIAL VIEW WALL

SCALE: 1/2" = 1'-0"

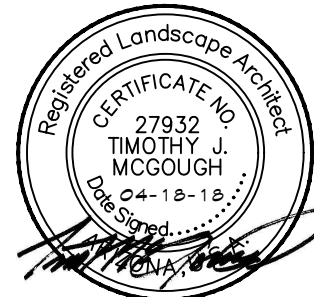


McGough Group

Landscape Architecture
Urban Design • Site Imaging
Parks and Recreation

11110 N Tatum Blvd.
Suite 100
Phoenix, Arizona
85028

602-997-9093
602-997-9031 fax
E-Mail: Timmg@mg-az.com



Expires: 6-30-2021

HARDSCAPE DETAILS
ZANJERO TRAILS - PHASE 2
PARCEL 11C - PHASE 1
SUNNYSIDE DR. & PERRYVILLE RD.
SURPRISE, ARIZONA

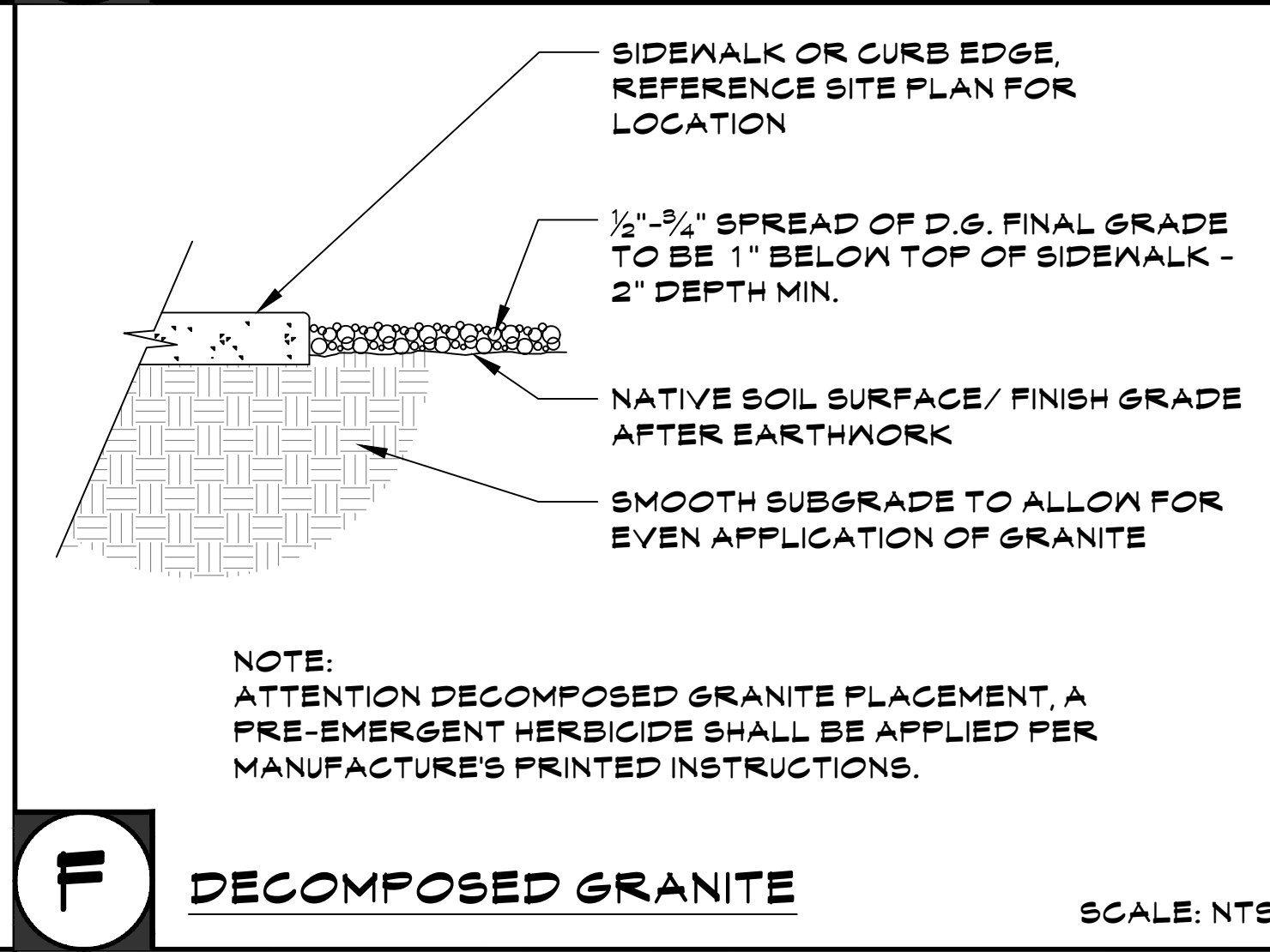
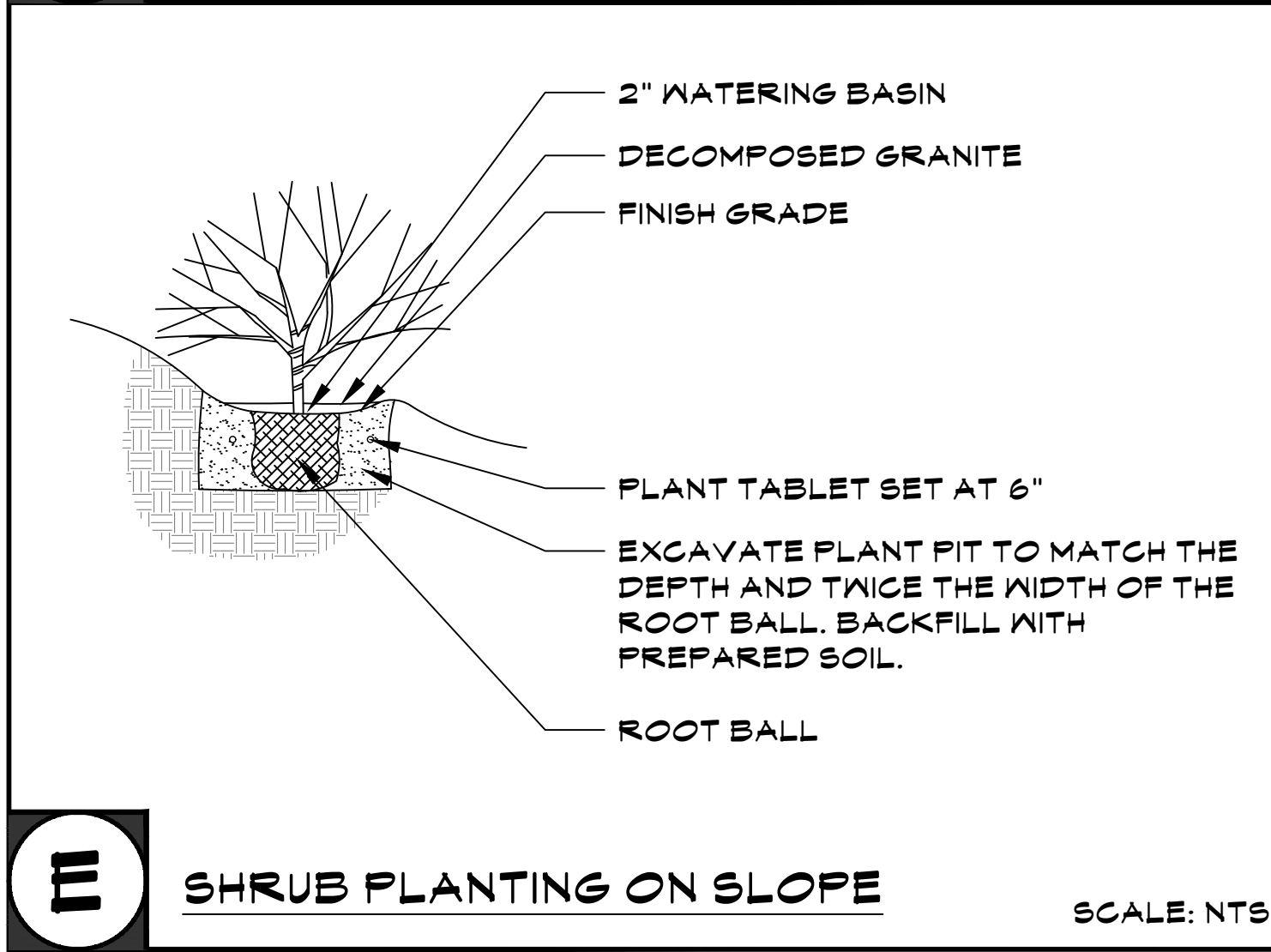
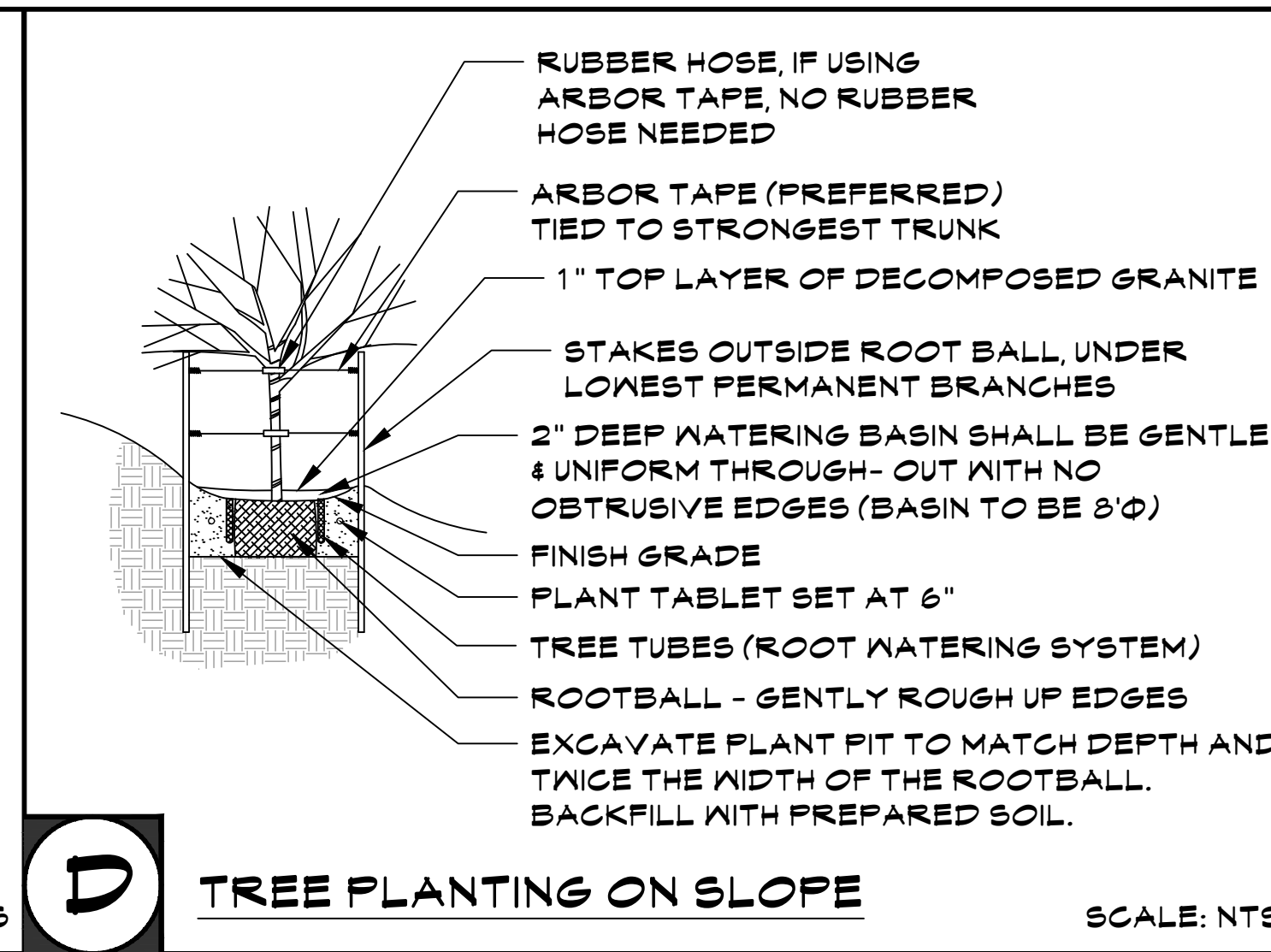
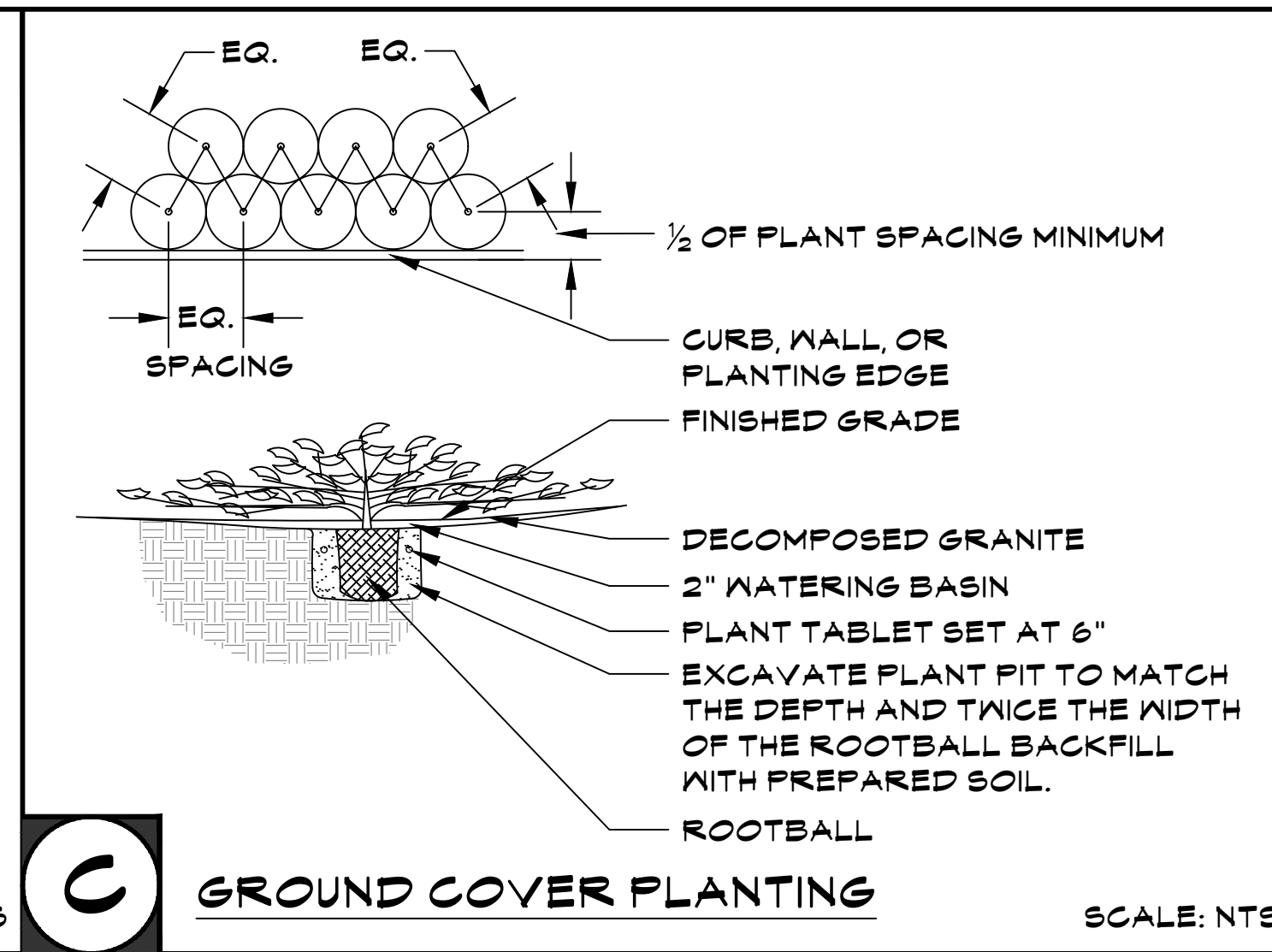
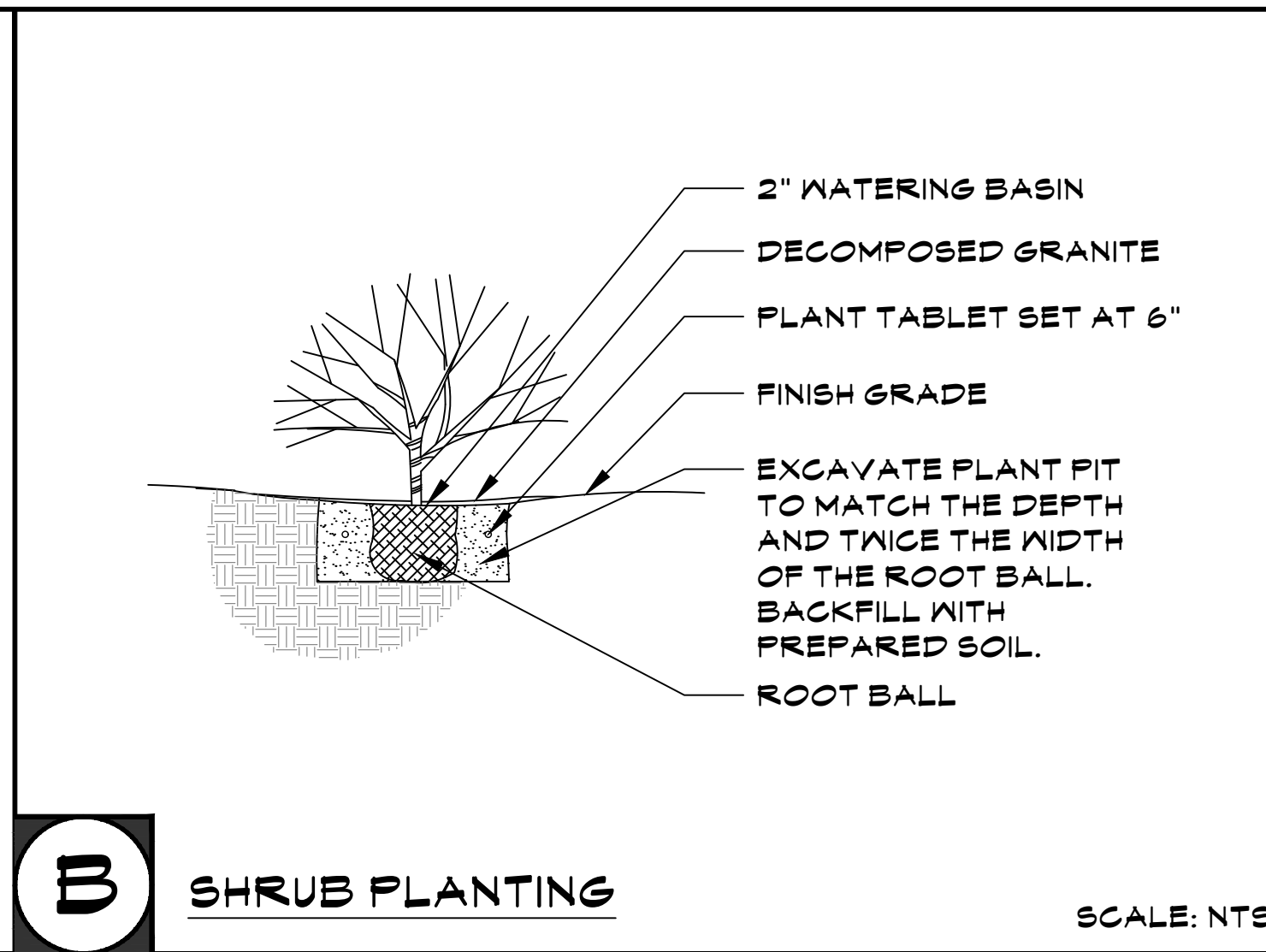
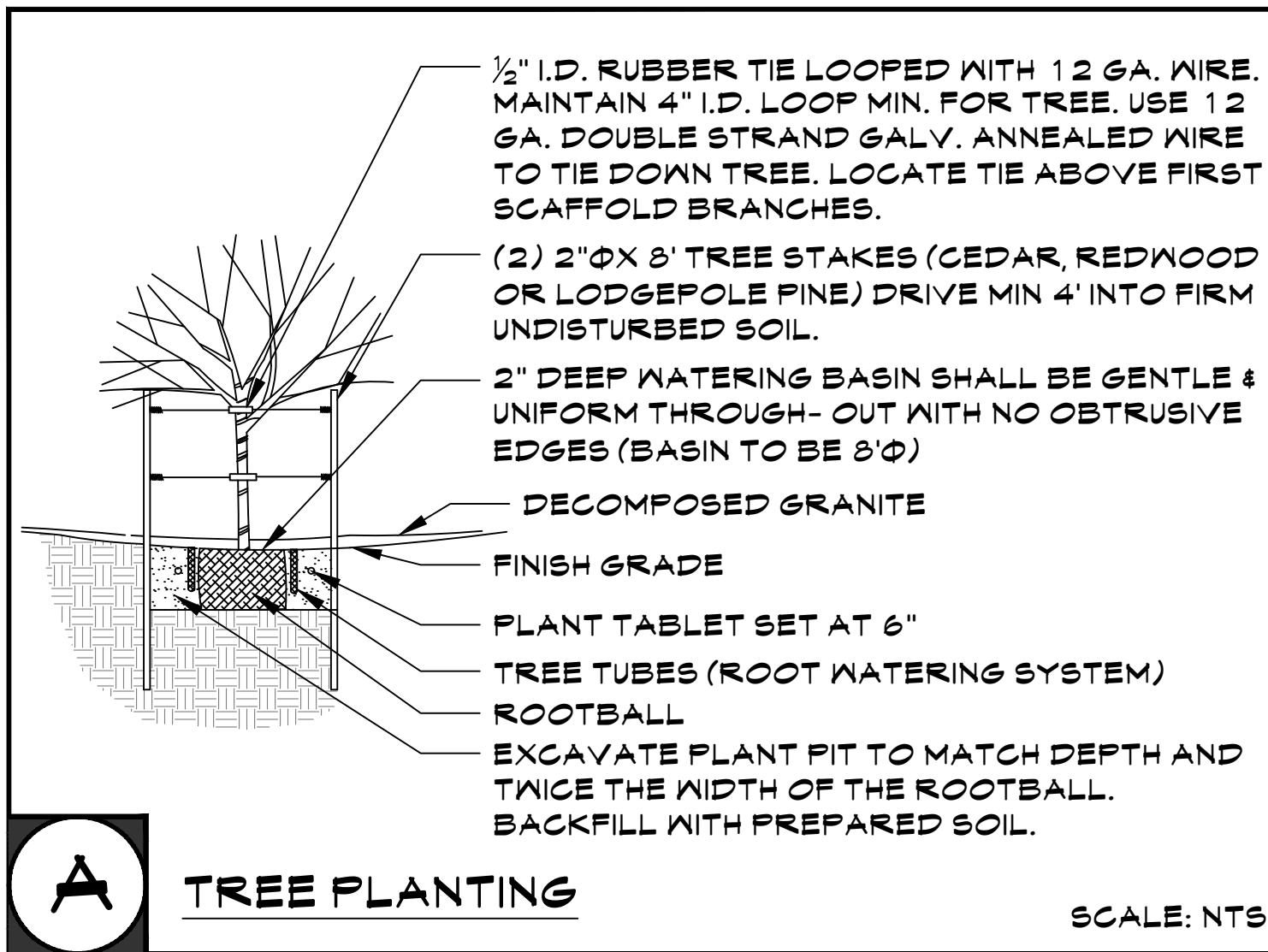
These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO. 17-46
DATE: 04-18-18
DRAWN BY: CS
CHECKED BY: TM

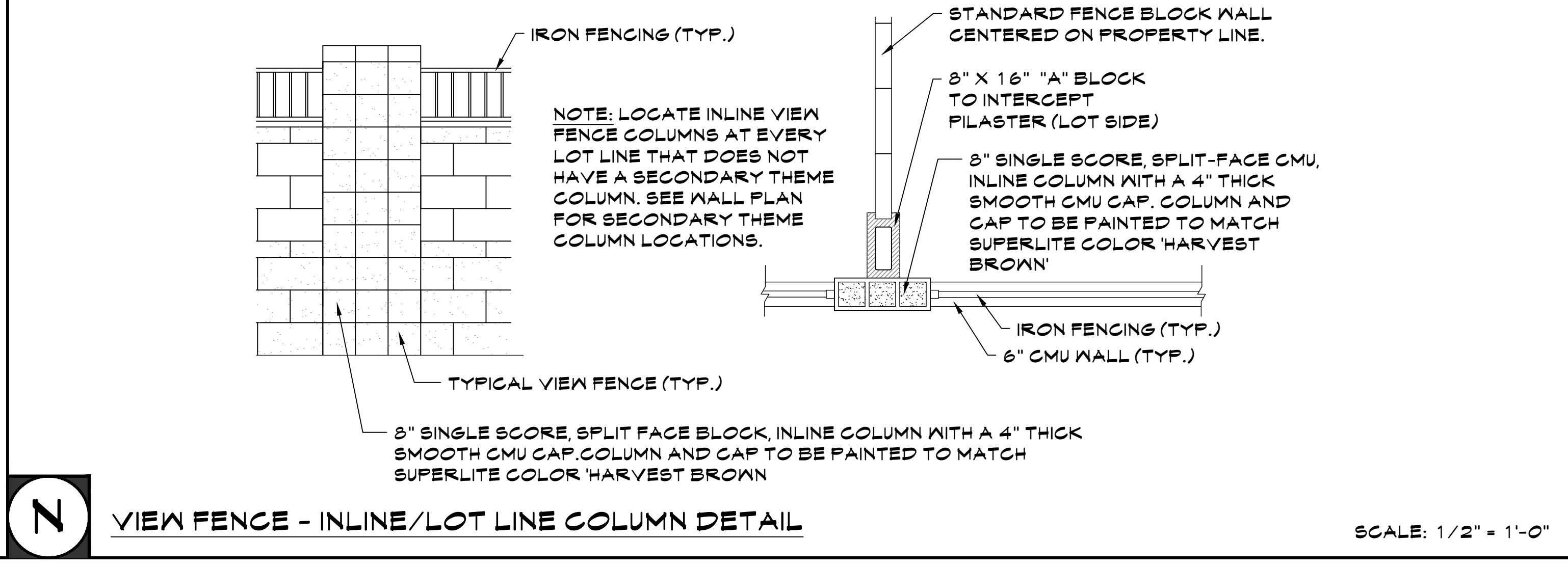
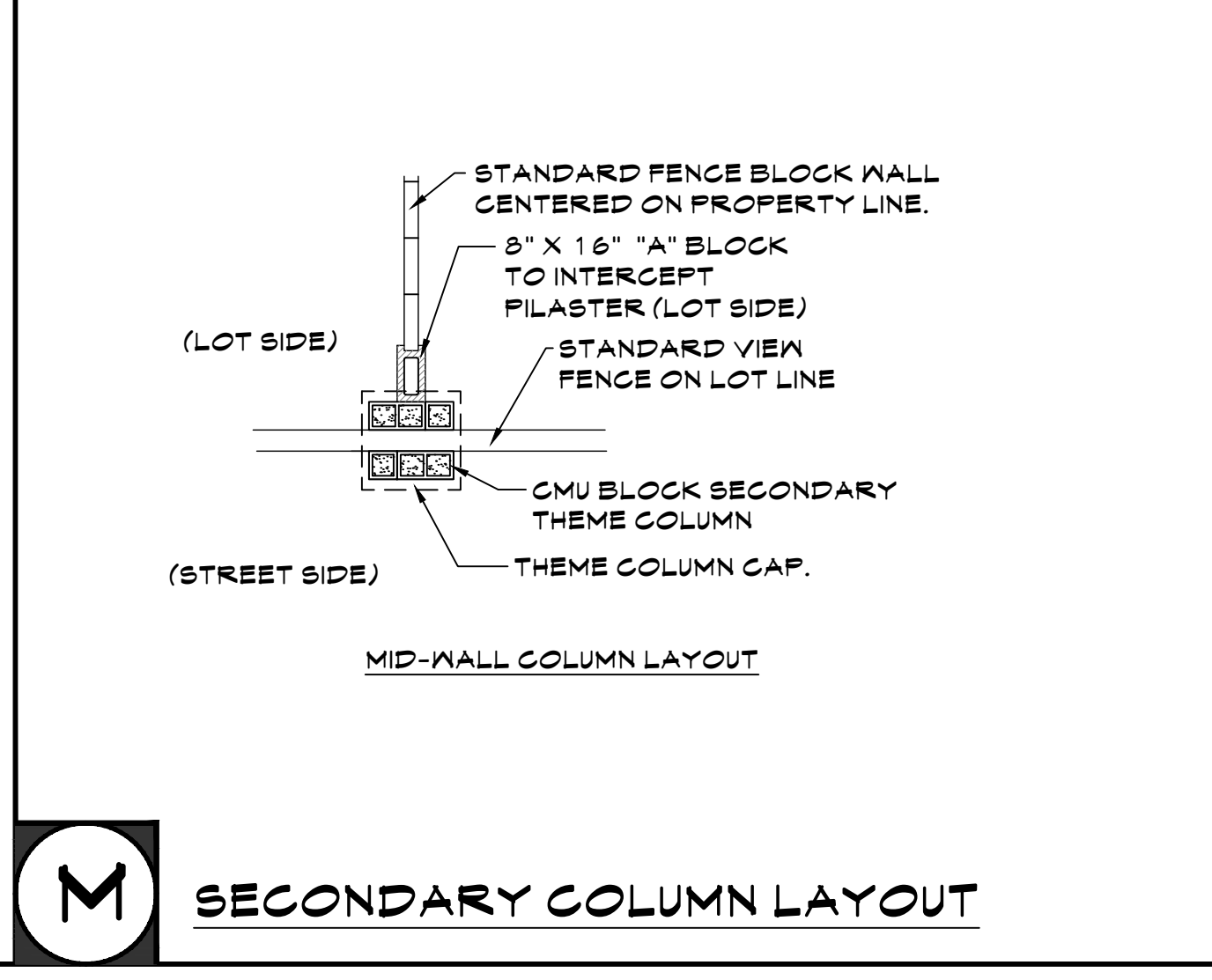
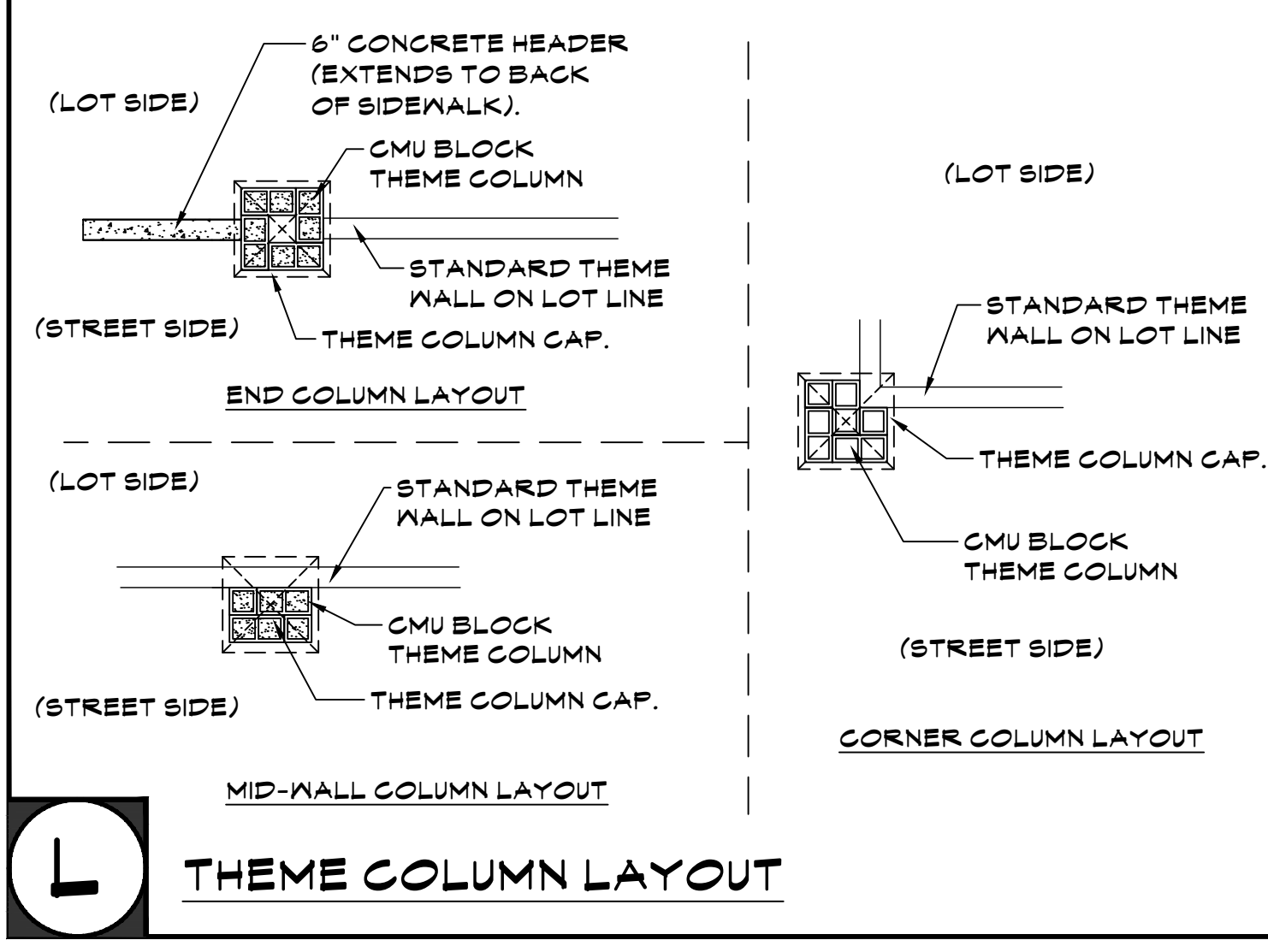
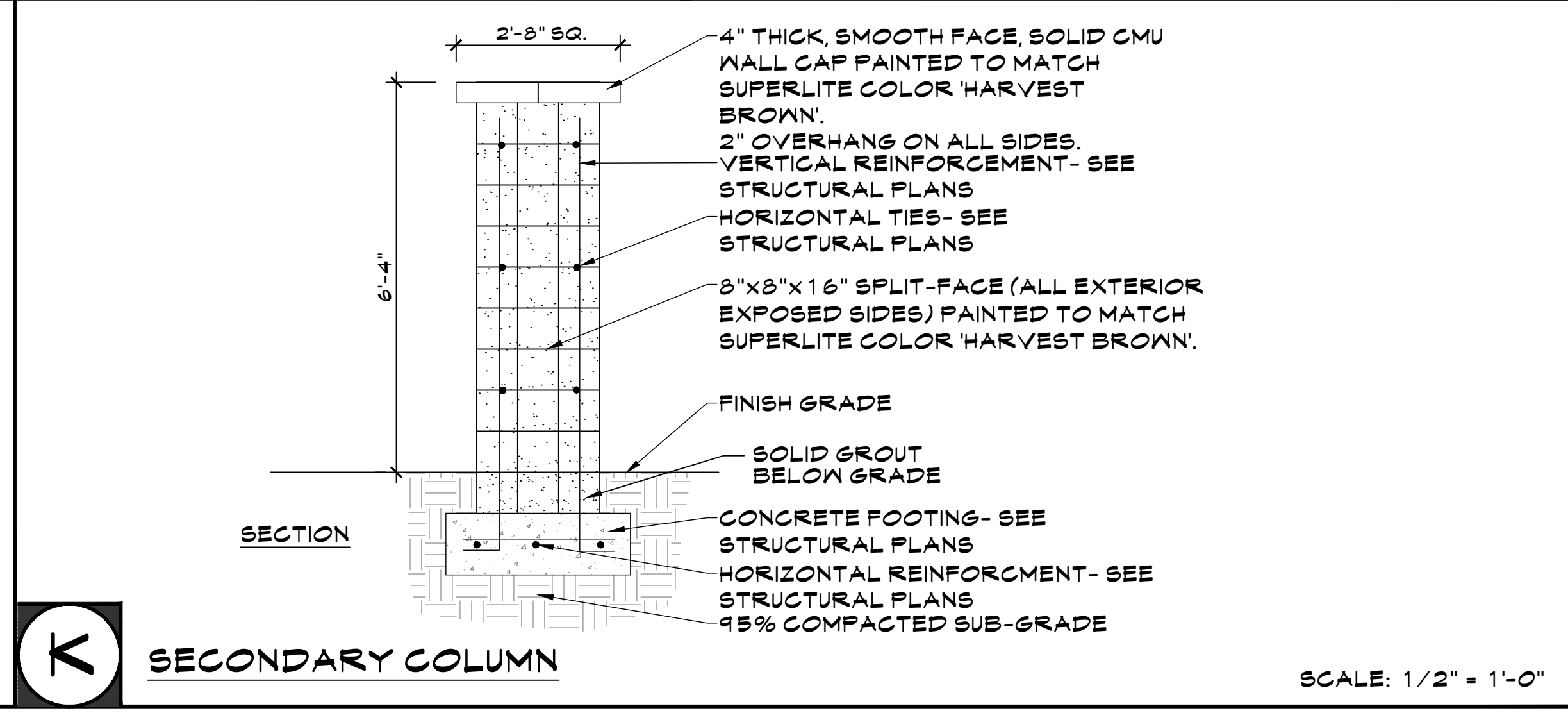
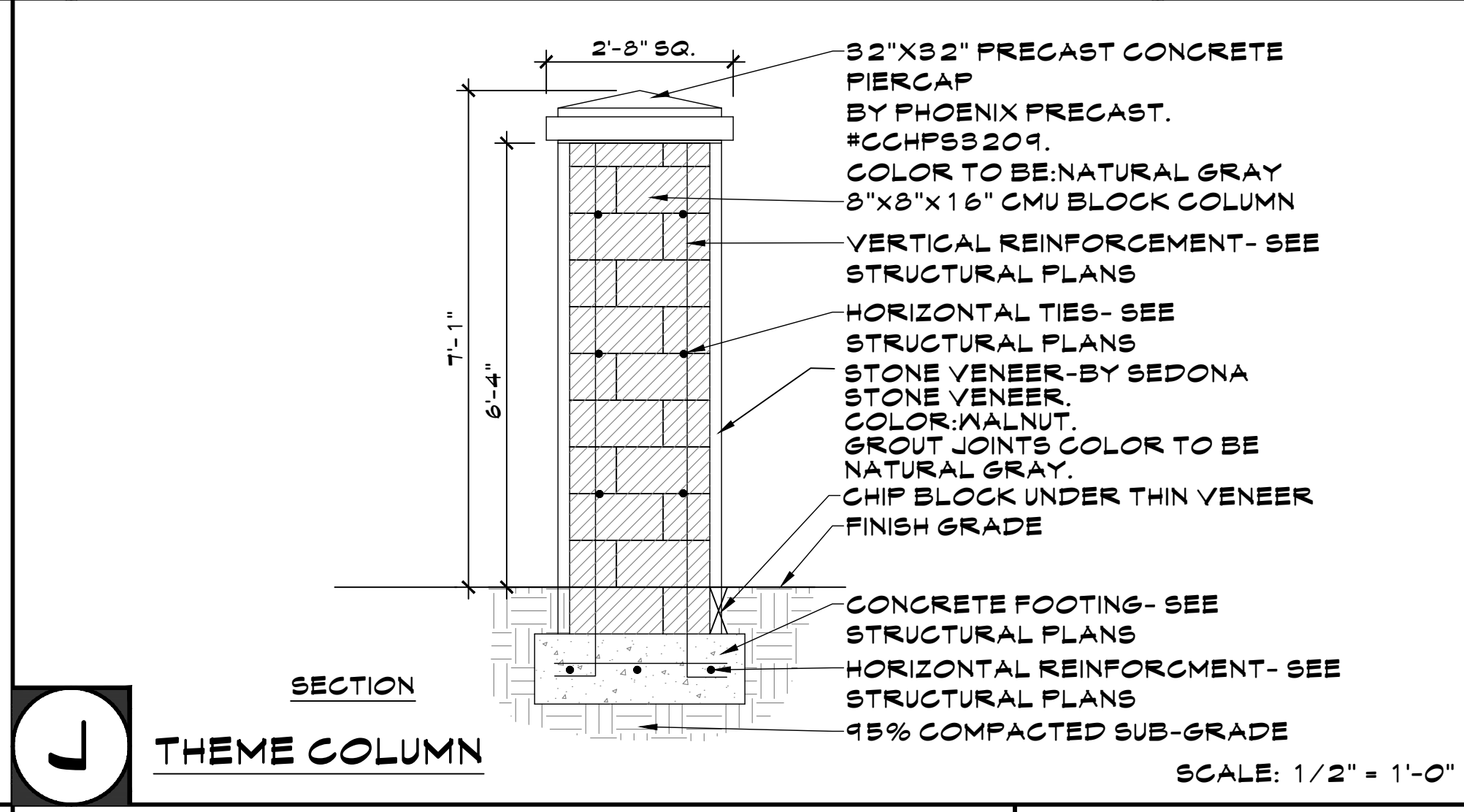
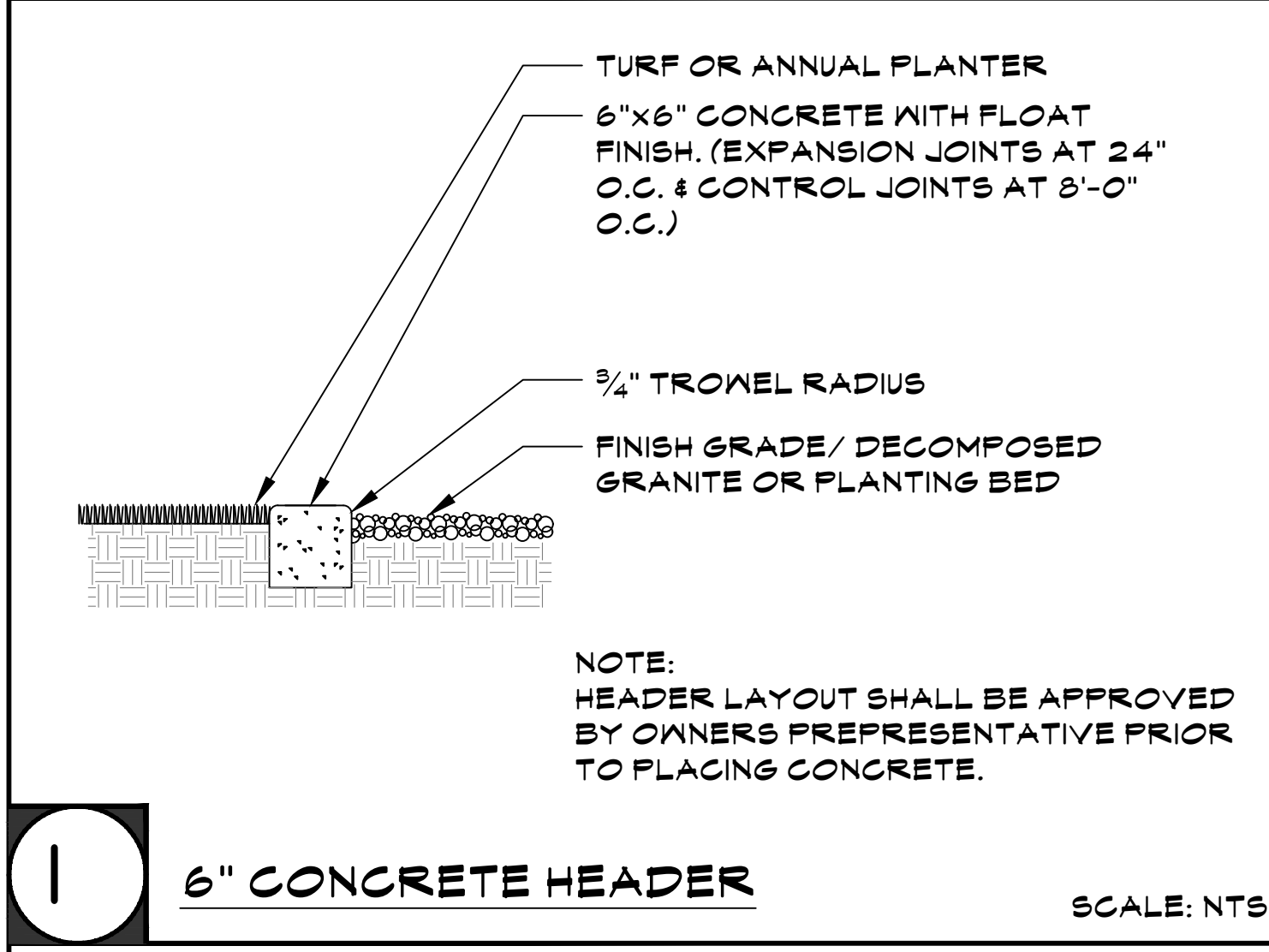
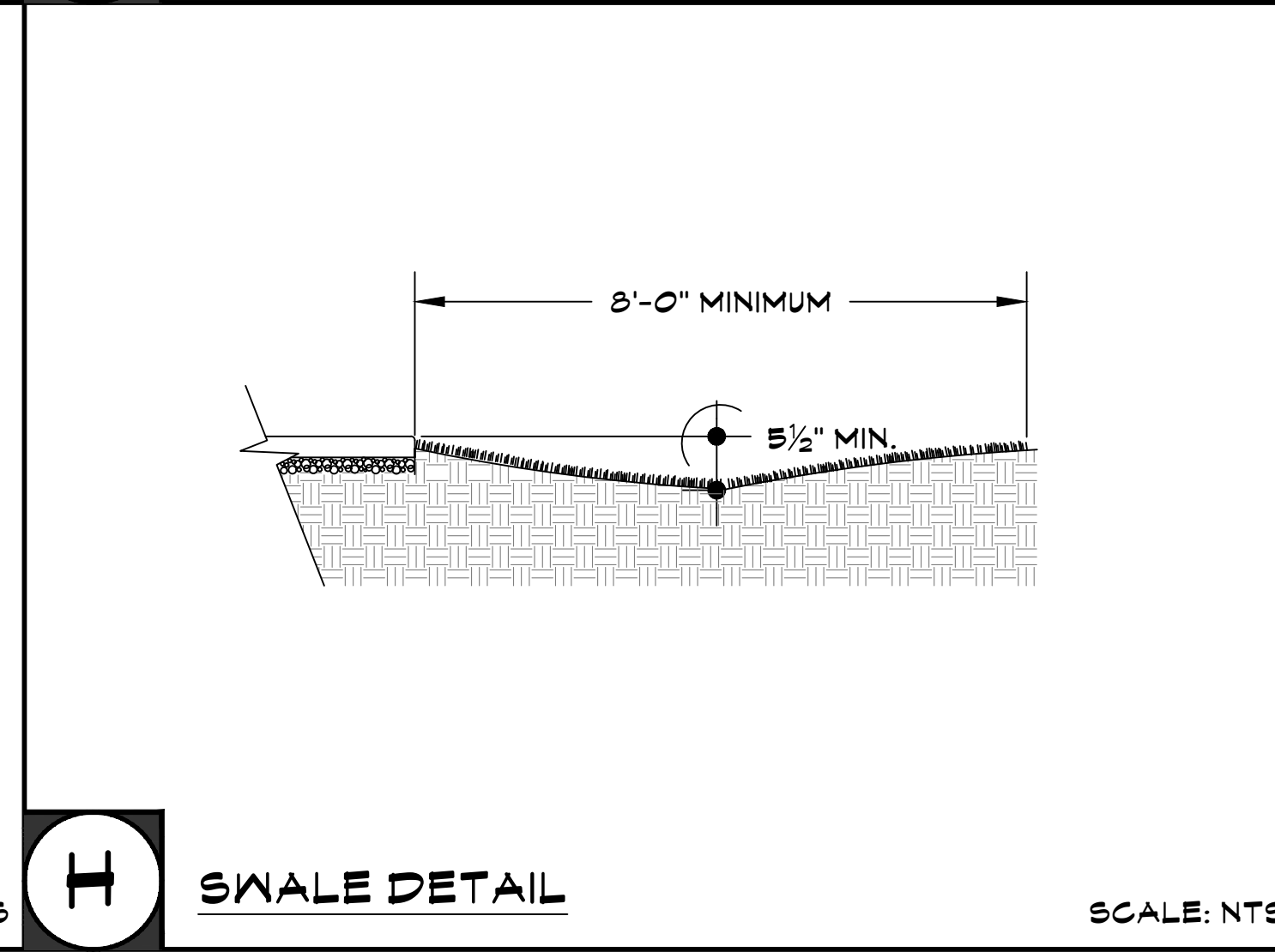
REVISIONS: 07-24-19

SHEET NO.
L5.1



G PLANT TABLET SCHEDULE SCALE: NTS

PLANT TABLET SCHEDULE FOR TREES AND SHRUBS	
5 GALLON	2 TABLETS
15 GALLON	4 TABLETS
24" BOX	6 TABLETS
36" BOX	8 TABLETS
42" BOX	10 TABLETS



McGough Group
Landscape Architecture
Urban Design - Site Imaging
Parks and Recreation

11110 N Tatum Blvd.
Suite 100
Phoenix, Arizona 85028

602-997-9093
602-997-9031 fax
E-Mail: Timm@mg-az.com

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 27932
TIMOTHY J. MCGOUGH
Exp. 12-31-2021

Expires: 6-30-2021

LANDSCAPE DETAILS
ZANJERO TRAILS - PHASE 2
PARCEL 11C - PHASE 1
SUNNYSIDE DR. & PERRYVILLE RD.
SURPRISE, ARIZONA

These drawings, as legal instruments of professional services are, and shall remain the property of the landscape architect.

These drawings shall not be used on other projects or for additions to this project except by written agreement from the landscape architect.

JOB NO. 17-46
DATE: 04-18-18
DRAWN BY: CS
CHECKED BY: TM

REVISIONS: 07-24-19

SHEET NO. **L5.2**
19 OF 20



FS19-402

Zanjero Trails Parcel 11C

Replat

City Council – September 17, 2019

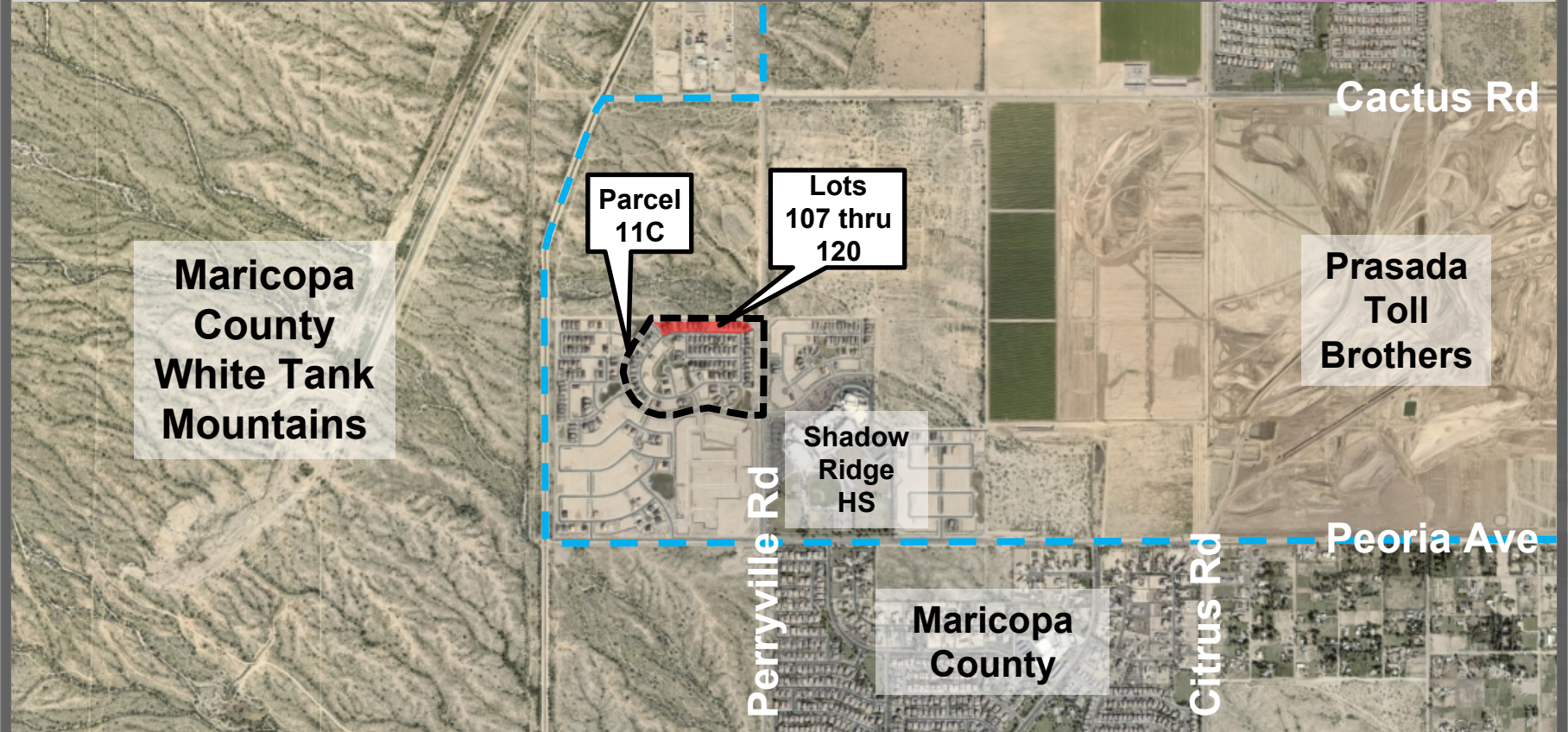
VICINITY MAP

FS18-402
Zanjero Trails 11C



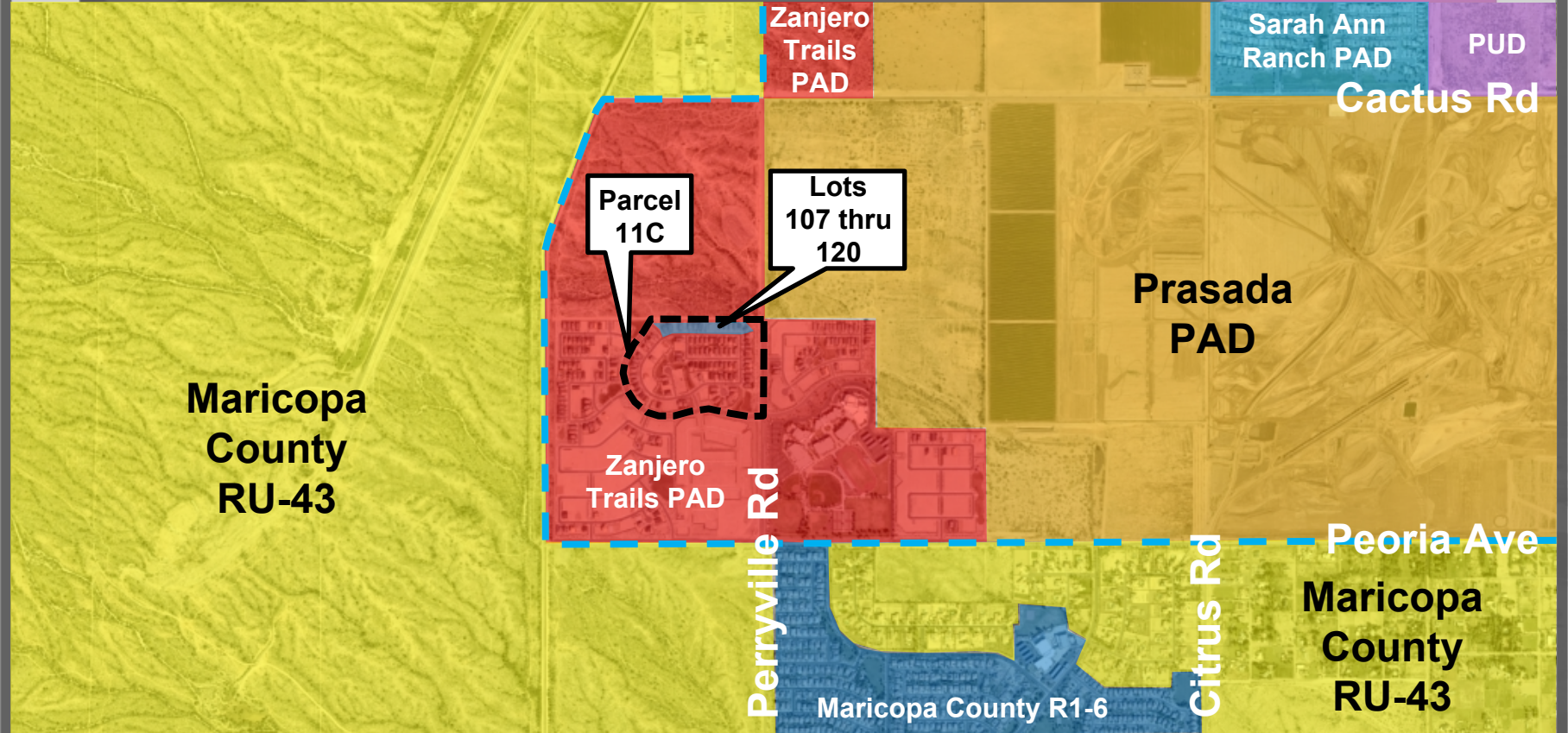
VICINITY MAP

FS18-402
Zanjero Trails 11C



ZONING MAP

FS18-402
Zanjero Trails 11C

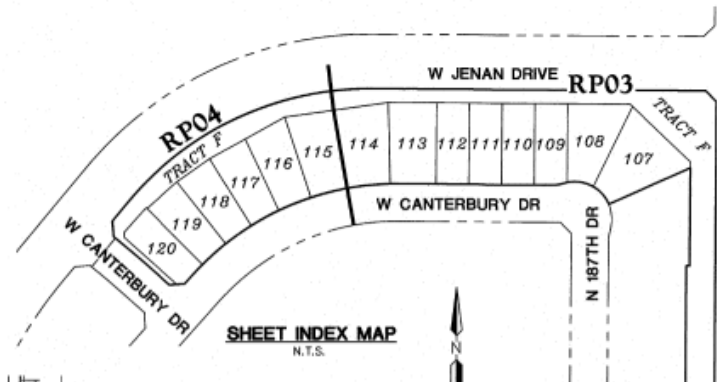


REPLAT



Existing

Proposed





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 17, 2019 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 5
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Mera City Center A Replat of Lots 1 and 3 of Rangers Housing at Surprise Center" dated September 3, 2019, a 6.66 acre property located in the Surprise Center Planned Area Development ("PAD") generally north of Greenway Road and west of Civic Center Drive.

Motion:

I move to approve the Final Plat entitled, "Mera City Center A Replat of Lots 1 and 3 of Rangers Housing at Surprise Center" dated September 3, 2019.

Background:

Kimley-Horn and Associates, Inc., on behalf of Carefree Partners Investments, seeks approval of a Final Plat to accommodate an age restricted apartment complex facility within the Surprise Center PAD.

Objective Analysis:

The proposed Final Plat will provide a 6.66 acre parcel for the proposed Mera at City Center Apartments, 0.88 acres for the dedication of La Cometa, and an emergency access to Tierra Buena Lane to the north.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Commerce and Office Character Area within the Surprise Center District, which supports multi-family uses such as that proposed.

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 19.08.27 EVR FS19-216 - Mera FP - CC Staff Report - 091719
 2. 01 - FS19-216 - Mera FP - Vicinity Maps - 091719
 3. 03 - FS19-216 - Mera FP - Site Plan - 091719
 4. 04 - FS19-216 - Mera FP - CC PowerPoint - 091719
 5. RW value FS19-216 Replat of Lots 1 and 3 of Rangers Housing at Surprise Center
 6. SIG #2018-300 - FP for Mera City Center Replat Lots 1 3 Rangers Housing 09-04-19
-

FINAL PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS19-216

Project Name: Mera at City Center Apartments Final Plat

Council District: 5 – Palm

Meeting Date: September 17, 2019

Planner: Hobart Wingard, Planner II

Owner: Carefree Partners Investments

Applicant: Kimley-Horn and Associates, Inc.

Request: Final Plat approval for Mera at City Center Apartments within the Surprise Center Planned Area Development (“PAD”).

Site Location: Generally, west of the northwest corner of Civic Center Drive and Greenway Road within the Surprise Center PAD.

Site Size: Approximately 6.66 acres

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: None received by staff

PROJECT DESCRIPTION:

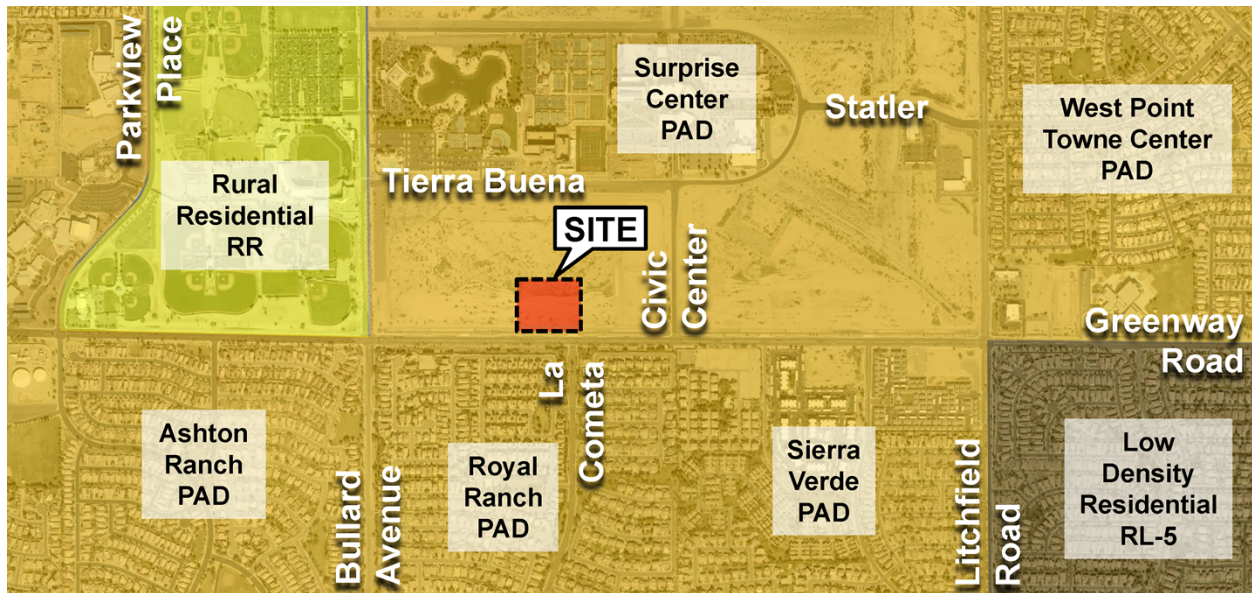
Kimley-Horn and Associates, Inc., on behalf of Carefree Partners Investments, seeks approval of a Final Plat to accommodate an age restricted apartment complex facility within the Surprise Center PAD.

FINDINGS:

- The proposed Final Plat demonstrates compliance with the General Plan.
- The proposed Final Plat demonstrates compliance with the Surprise Center PAD.
- The reviewing agencies have indicated no objections to the request.

EXISTING ZONING:

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



Surprise Center PAD (MU-PAD)	Surprise Center PAD (MU-PAD)	Surprise Center PAD (MU-PAD)
Surprise Center PAD (MU-PAD)	Surprise Center PAD (MU-PAD)	Surprise Center PAD (MU-PAD)
Royal Ranch PAD Single Family Homes	Royal Ranch PAD Single Family Homes	Royal Ranch PAD Single Family Homes

BACKGROUND:

June 12, 1980: The Mayor and City Council approved an Annexation for the subject property under Ordinance 80-03.

January 25, 2001: The Mayor and City Council approved a PAD for Surprise Center, under case PAD00-105.

December 6, 2018: A Concept Review meeting was held for the current proposal under case CR18-618.

March 5, 2019: The Mayor and City Council approved a final plat for the Ranger's Housing Facility under Case FS18-665.

March 25, 2019: The applicant submitted for a Site Plan for Mera City Center, under Case FS19-216, the subject case.

September 19, 2019: The Planning and Zoning Commission will consider a Site Plan for the subject Housing Facility under Case FS19-216, the subject case.

ANALYSIS AND DISCUSSION:

The subject request involves an age restricted, 55 years of age or older, multi-family residential project on a 6.66 acre property located west of the northwest corner of Civic Center Drive and Greenway Road within the Surprise Center PAD. The proposal is for the development of a 193-unit multi-family project and its accessory uses.

The proposed Final Plat will provide a 6.66 acre parcel for the proposed Mera at City Center Apartments, 0.88 acres for the dedication of La Cometa, and an emergency access to Tierra Buena Lane to the north.

UTILITY AND SERVICES TABLE:

Electric:	APS
Water:	City of Surprise
Wastewater:	City of Surprise
Internet:	Cox/Century Link
Refuse:	Private Collector
Natural Gas:	SWG

CONFORMANCE WITH ADOPTED PLANS:

The Surprise General Plan 2035 shows the subject property as lying within the Commerce and Office Character Area within the Surprise Center District, which supports multi-family uses such as that proposed.

REVIEWING AGENCIES:

All City reviewing departments have reviewed the request and expressed no objections. The subject Final Plat was also routed to the standard external reviewing agencies, which provided no other comments.

SUMMARY:

Staff believes the proposed Final Plat is consistent with the manner and intent of the Surprise Center District in which it occupies. Approval will allow the site to be developed in accordance with the requirements of the City of Surprise.

FINDINGS:

- The proposed Final Plat demonstrates compliance with the General Plan.
- The proposed Final Plat demonstrates compliance with the Surprise Center PAD.
- The reviewing agencies have indicated no objections to the request.

ATTACHMENTS:

- 01 - Vicinity Maps
- 02 - Final Plat
- 03 - Site Plan
- 04 - PowerPoint

VICINITY MAP

FS19-216
Mera



VICINITY MAP

FS19-216
Mera

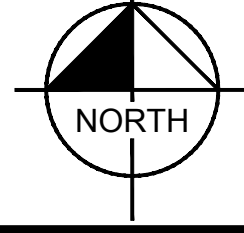
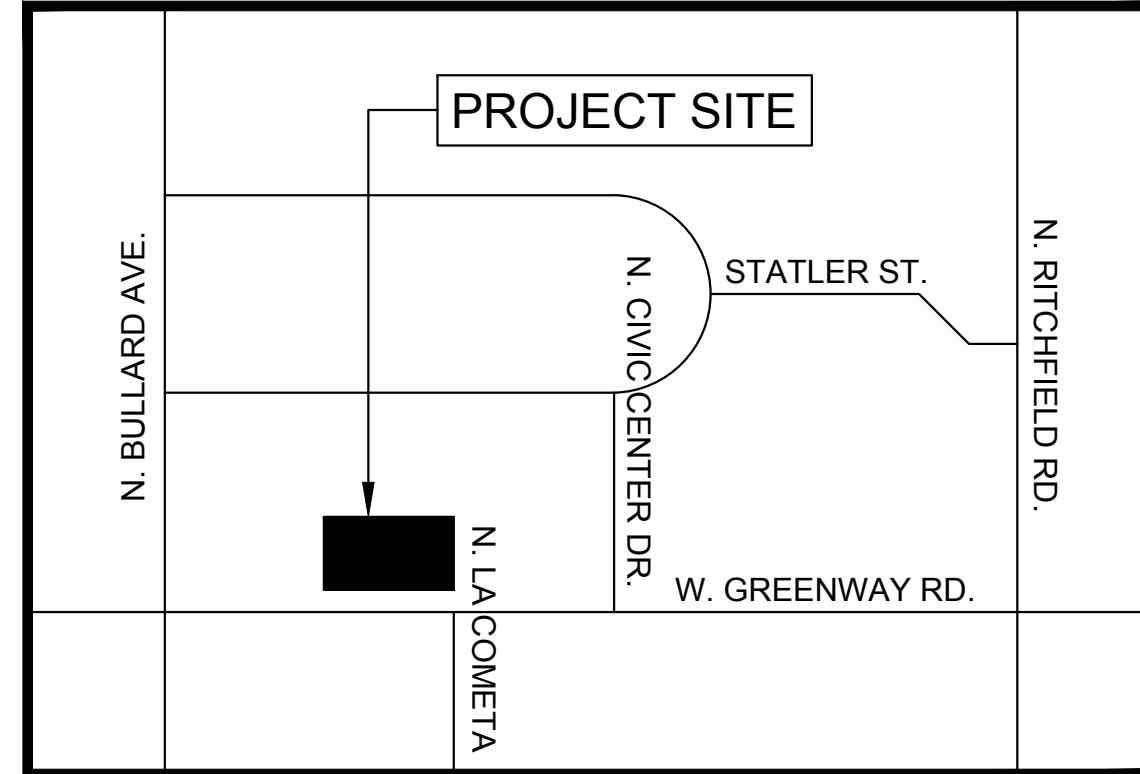
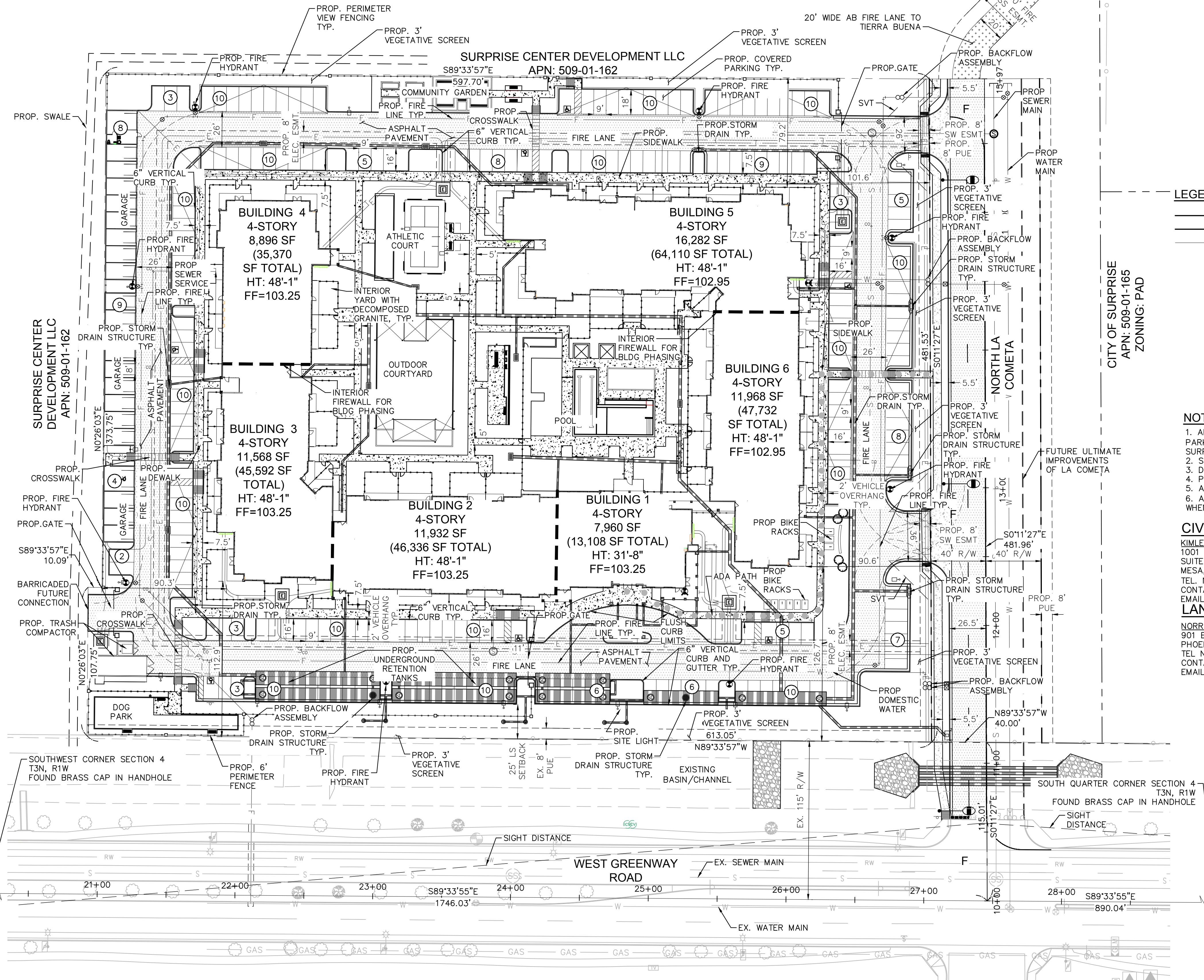


ZONING

FS19-216
Mera



NO.	DESCRIPTION	REV	DATE	BY	APP
1	REVISION				
2	REVISION				
3	REVISION				
4	REVISION				
5	REVISION				
6	REVISION				
7	REVISION				
8	REVISION				
9	REVISION				
10	REVISION				
11	REVISION				
12	REVISION				
13	REVISION				
14	REVISION				
15	REVISION				
16	REVISION				
17	REVISION				
18	REVISION				
19	REVISION				
20	REVISION				
21	REVISION				
22	REVISION				
23	REVISION				
24	REVISION				
25	REVISION				
26	REVISION				
27	REVISION				
28	REVISION				
29	REVISION				
30	REVISION				
31	REVISION				
32	REVISION				
33	REVISION				
34	REVISION				
35	REVISION				
36	REVISION				
37	REVISION				
38	REVISION				
39	REVISION				
40	REVISION				
41	REVISION				
42	REVISION				
43	REVISION				
44	REVISION				
45	REVISION				
46	REVISION				
47	REVISION				
48	REVISION				
49	REVISION				
50	REVISION				
51	REVISION				
52	REVISION				
53	REVISION				
54	REVISION				
55	REVISION				
56	REVISION				
57	REVISION				
58	REVISION				
59	REVISION				
60	REVISION				
61	REVISION				
62	REVISION				
63	REVISION				
64	REVISION				
65	REVISION				
66	REVISION				
67	REVISION				
68	REVISION				
69	REVISION				
70	REVISION				
71	REVISION				
72	REVISION				
73	REVISION				
74	REVISION				
75	REVISION				
76	REVISION				
77	REVISION				
78	REVISION				
79	REVISION				
80	REVISION				
81	REVISION				
82	REVISION				
83	REVISION				
84	REVISION				
85	REVISION				
86	REVISION				
87	REVISION				
88	REVISION				
89	REVISION				
90	REVISION				
91	REVISION				
92	REVISION				
93	REVISION				
94	REVISION				
95	REVISION				
96	REVISION				
97	REVISION				
98	REVISION				
99	REVISION				
100	REVISION				



CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)



320000SP.dwg
SP
6 OF 34 SHEETS

SPARROW PARTNERS

MERA CITY CENTER
NWC OF W. GREENWAY ROAD AND N. LA COMETA
SITE PLAN
SURPRISE, ARIZONA

PROJECT No.
291320000

SCALE (H): 1"=40'

SCALE (V): ---

DRAWN BY: ADW

DESIGN BY: BMW

CHECK BY: STM

DATE: 07/02/2019

Kimley»Horn © 2019

1855 West Baseline Road, Suite 200
Mesa, Arizona 85202 (480)207-2666



FS19-216

Mera at City Center

Final Plat

Mayor and City Council – September 17, 2019

VICINITY MAP

FS19-216
Mera



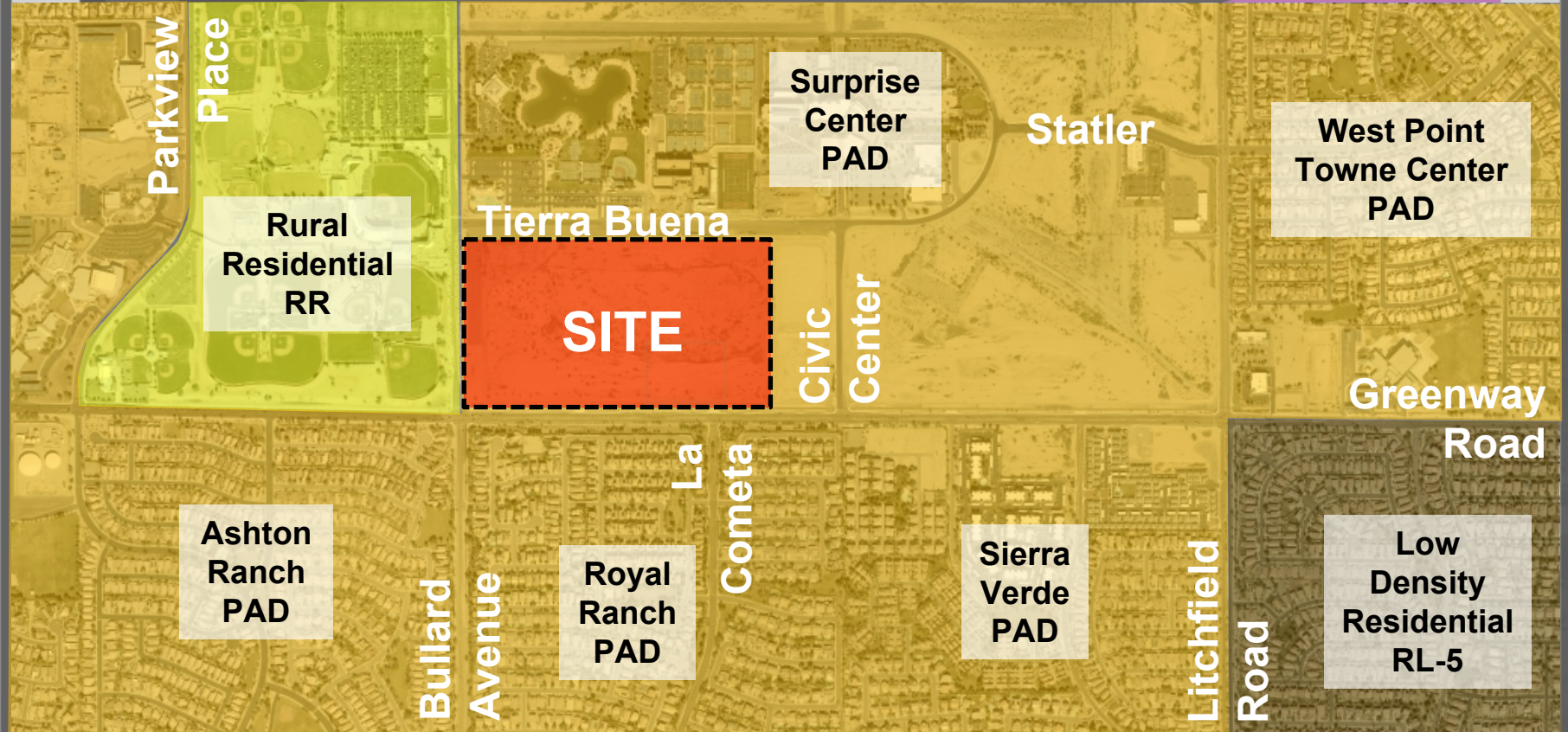
VICINITY MAP

FS19-216
Mera



ZONING

FS19-216
Mera



La Cometa

SURPRISE CENTER DEVELOPMENT LLC
APN: 509-01-162

BUILDING 3
4-STORY
11,568 SF
(45,592 SF TOTAL)
HT: 48'-1"
FF=103.25

BUILDING 4
4-STORY
8,896 SF
(35,370 SF TOTAL)
HT: 48'-1"
FF=103.25

BUILDING 5
4-STORY
16,282 SF
(64,110 SF TOTAL)
HT: 48'-1"
FF=102.95

BUILDING 6
4-STORY
11,968 SF
(47,732 SF TOTAL)
HT: 48'-1"
FF=102.95

BUILDING 1
4-STORY
11,932 SF
(46,336 SF TOTAL)
HT: 48'-1"
FF=103.25

BUILDING 2
4-STORY
7,960 SF
(13,108 SF TOTAL)
HT: 31'-8"
FF=103.25

Greenway Road



FINA





FINAL





QUESTIONS OR COMMENTS?

Thank You

Date: August 20, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

**Re: FS19-216 Replat of Lots 1 and 3 of Rangers Housing at Surprise Center
Right of Way Valuation**

The Value of the Right of Way associated with FS19-216 Replat of Lots 1 and 3 of Rangers Housing at Surprise Center is \$192,610.00.

The area being dedicated as right-of-way is 38,522 square feet. The value of the land is \$5.00/sq foot.

FINAL PLAT
MERA CITY CENTER
A REPLAT OF LOTS 1 AND 3 OF
"RANGERS HOUSING AT SURPRISE CENTER"

AS RECORDED IN BOOK 1444, PAGE 9, MARICOPA COUNTY RECORDS, ARIZONA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS: THAT SURPRISE CENTER DEVELOPMENT COMPANY LLC, AN ARIZONA LIMITED LIABILITY COMPANY, "OWNER", HAS SUBDIVIDED UNDER THE NAME "MERA CITY CENTER", A REPLAT OF LOTS 1 AND 3 OF "RANGERS HOUSING AT SURPRISE CENTER", AS RECORDED IN BOOK 1444, PAGE 9, MARICOPA COUNTY RECORDS, ARIZONA, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF REPLAT OF LOTS 1 AND 3 OF "RANGERS HOUSING AT SURPRISE CENTER" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF"), ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE PERPETUAL AND PERMANENT AVIGATION EASEMENT, OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT WILL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO FLY AIRCRAFT OVER THE PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT LUKE AIR FORCE BASE AND THE AUXILIARY FIELD. OWNER WILL NOT ALLOW ANYTHING OCCURRING ON THE PLAT TO IMPEDE THE USAF'S USE OF THIS AVIGATION EASEMENT.

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIAN WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY. LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY. LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

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

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

IN WITNESS WHEREOF, SURPRISE CENTER DEVELOPMENT COMPANY LLC, AN ARIZONA LIMITED LIABILITY COMPANY, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2019.

BY: SURPRISE CENTER DEVELOPMENT COMPANY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: SOLE MEMBER AND MANAGER
BY: AIRFILED CAPITAL PARTNERS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGING MEMBER
BY: AIRFILED MANAGEMENT ASSOCIATES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGING MEMBER
BY: TRW PARTNERS LLC., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MEMBER
BY: WEST MANAGEMENT LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP
ITS: MANAGING MEMBER
BY: RICHARD WEST CO., AN ARIZONA CORPORATION
ITS: GENERAL MANAGER

BY: _____
RICHARD B. WEST, III
ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____,

NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____, 2019

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2019 THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ DATE _____
CITY ENGINEER

NOTES

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

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

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

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. #04013C1240L, 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.

IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGN A TED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

RELEASE OF LIABILITY

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

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

SURPRISE CENTER DEVELOPMENT COMPANY LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

DATE: _____

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, PERSONALLY APPEARED _____, THE _____, AN _____, FOR AND ON BEHALF THEREOF, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIM TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE DOCUMENT.

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____

PUBLIC NOTICE

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

BASIS OF BEARING

THE RECORD BASIS OF BEARING PER THE FINAL PLAT FOR RANGER HOUSING AT SURPRISE CENTER, RECORDED IN BOOK 1444, PAGE 9, M.C.R. IS SOUTH 89 DEGREES 09 MINUTES 13 SECONDS EAST. THE MEASURED BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, AS MEASURED BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SECTION 4. SAID LINE BEARS NORTH 89 DEGREES 33 MINUTES 57 SECONDS WEST.

REFERENCE DOCUMENTS

FINAL PLAT FOR RANGER HOUSING AT SURPRISE CENTER, RECORDED IN BOOK 1444, PAGE 9, M.C.R.

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2019 THE CITY ENGINEER OF SURPRISE, ARIZONA.

MAYOR DATE

ATTEST: _____ DATE _____
CITY CLERK

OWNER

SURPRISE CENTER DEVELOPMENT COMPANY LLC
11811 N. TATUM, SUITE 4052
PHOENIX, ARIZONA 85028
PHONE: (602) 953-8708
CONTACT: SCOTT PHILLIPS

SURVEYOR

SURVEY INNOVATION GROUP, INC.
22425 N. 16TH STREET, SUITE 1
PHOENIX, ARIZONA 85024
PHONE: (480) 922-0780
CONTACT: ANTHONY SLATER
EMAIL: TONY@SIGSURVEYAZ.COM

LEGAL DESCRIPTION

LOT 1A

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4, BEING MARKED WITH A BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION, BEING MARKED WITH A BRASS CAP IN HANDHOLE, BEARS NORTH 89 DEGREES 33 MINUTES 57 SECONDS WEST, A DISTANCE OF 2,636.10 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 809.30 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 0 DEGREES 26 MINUTES 3 SECONDS EAST, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 57 SECONDS WEST, ALONG A LINE BEING 115.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 41.98 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 0 DEGREES 11 MINUTES 27 SECONDS WEST, A DISTANCE OF 481.53 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 57 SECONDS WEST, ALONG A LINE BEING 596.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 677.70 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 0 DEGREES 26 MINUTES 3 SECONDS WEST, A DISTANCE OF 373.75 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 57 SECONDS WEST, A DISTANCE OF 10.09 FEET;

THENCE SOUTH 0 DEGREES 26 MINUTES 3 SECONDS WEST, A DISTANCE OF 107.75 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF GREENWAY ROAD;

THENCE NORTH 89 DEGREES 33 MINUTES 57 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1,038.10 FEET;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 0 DEGREES 13 MINUTES 43 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY FOR BULLARD AVENUE, AS CONVEYED TO THE CITY OF SURPRISE IN DOCUMENT NUMBER 2016-0323621, MARICOPA COUNTY RECORDS, ARIZONA, A DISTANCE OF 530.20 FEET;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 45 DEGREES 8 MINUTES 10 SECONDS EAST, A DISTANCE OF 28.11 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 57 SECONDS EAST, A DISTANCE OF 515.94 FEET;

THENCE NORTH 0 DEGREES 13 MINUTES 43 SECONDS WEST, A DISTANCE OF 310.09 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 57 SECONDS WEST, A DISTANCE OF 535.95 FEET TO A POINT OF THE EASTERLY RIGHT OF WAY FOR BULLARD AVENUE, AS CONVEYED TO THE CITY OF SURPRISE IN DOCUMENT NUMBER 2016-0323621, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE NORTH 0 DEGREES 13 MINUTES 43 SECONDS WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 267.18 FEET;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 45 DEGREES 8 MINUTES 14 SECONDS EAST, A DISTANCE OF 46.37 TO A POINT ON THE SOUTH RIGHT OF WAY FOR TIERRA BUENA LANE, AS CONVEYED TO THE CITY OF SURPRISE IN DOCUMENT NUMBER 2016-1100434, MARICOPA COUNTY RECORDS, ARIZONA;

THENCE SOUTH 89 DEGREES 29 MINUTES 48 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1,740.82 FEET;

THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, SOUTH 0 DEGREES 11 MINUTES 45 SECONDS EAST, A DISTANCE OF 1,158.32 FEET TO THE POINT OF BEGINNING.

LOT 3A

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4, BEING MARKED WITH A BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION, BEING MARKED WITH A BRASS CAP IN HANDHOLE, BEARS NORTH 89 DEGREES 33 MINUTES 57 SECONDS WEST, A DISTANCE OF 2,636.10 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 931.28 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 0 DEGREES 26 MINUTES 3 SECONDS EAST, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 57 SECONDS WEST, ALONG A LINE BEING 115.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 613.05 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 0 DEGREES 26 MINUTES 3 SECONDS EAST, A DISTANCE OF 107.75 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 57 SECONDS EAST, A DISTANCE OF 10.09 FEET;

THENCE NORTH 0 DEGREES 26 MINUTES 3 SECONDS EAST, A DISTANCE OF 373.75 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 57 SECONDS EAST, ALONG A LINE BEING 596.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 597.70 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 0 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 481.53 FEET TO THE POINT OF BEGINNING.

CERTIFICATION

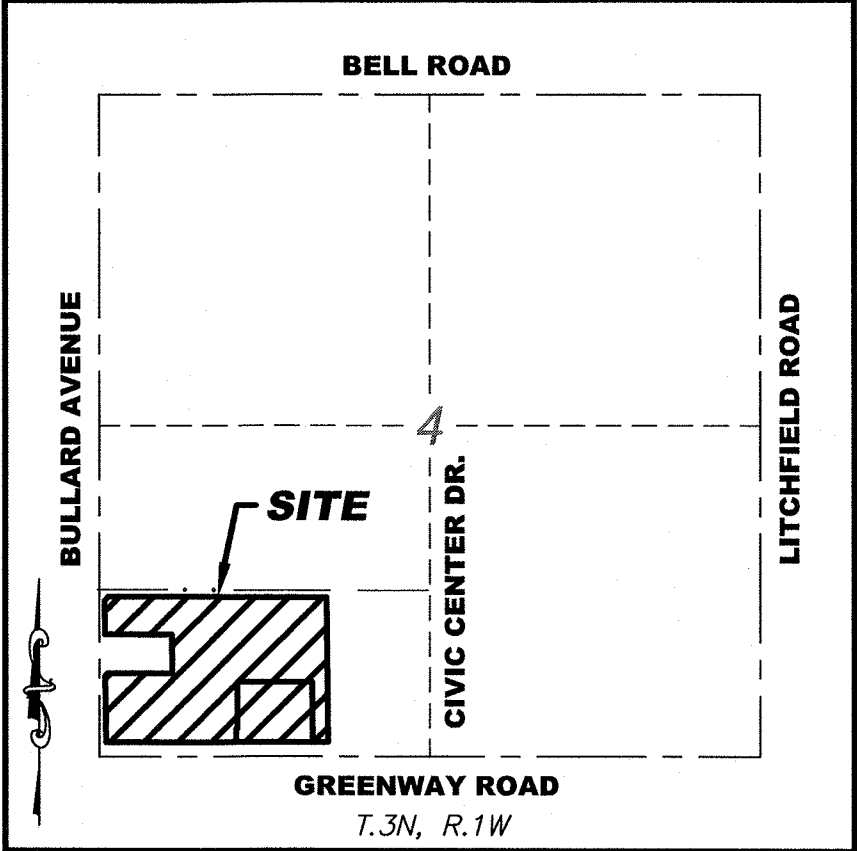
I, ANTHONY SLATER, HEREBY CERTIFY THAT I AM REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT HEREON HAS BEEN PREPARED FROM A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE SURVEY IS TRUE AND ACCURATELY REPRESENTS THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY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

FIELD WORK WAS COMPLETED MARCH 5, 2019

ANTHONY SLATER RLS #60370
22425 N. 16TH STREET, SUITE 1
PHOENIX, ARIZONA 85024
PHONE: 480-922-0780
TONY@SIGSURVEYAZ.COM

DATE

CASE #FS19-216



VICINITY MAP

N.T.S.

FINAL PLAT
MERA CITY CENTER
SURPRISE, ARIZONA



REVISIONS:

△

△

△

DRAWING NAME:
PLAT

JOB NO. 18-300

DRAWN: TS

CHECKED: JAS

DATE: 03/15/2019

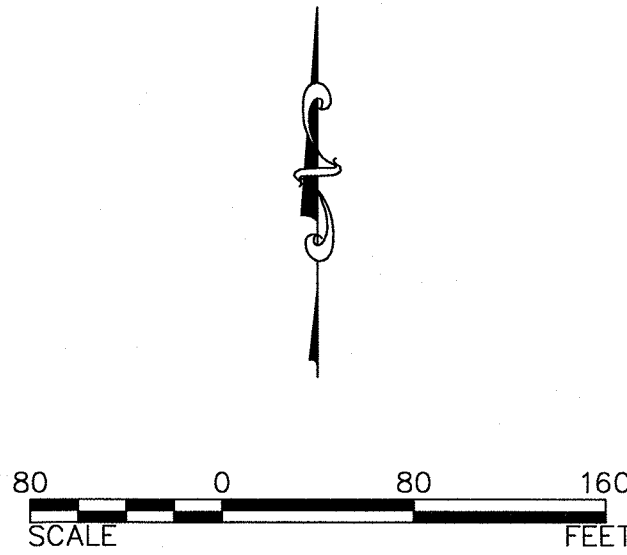
SHEET: N.T.S.

1 OF 2

22425 N. 16th ST., SUITE 1
PHOENIX, ARIZONA 85024
PHONE (480) 922-0780
FAX (480) 922-0781
WWW.SIGSURVEYAZ.COM
SIG
SURVEY INNOVATION
GROUP, INC
Land Surveying Services



- | | |
|------------------------|-------------------------------|
| ● | FOUND BRASS CAP IN HANDHOLE |
| ○ | FOUND CAP FLUSH AS NOTED |
| ○ | SET 1/2" REBAR W/CAP LS 60370 |
| M.C.R. | MARICOPA COUNTY RECORDS |
| R/W | RIGHT OF WAY |
| BOUNDARY LINE | |
| ADJACENT BOUNDARY LINE | |
| SECTION LINE | |
| EASEMENT LINE | |



**FINAL PLAT
MERA CITY CENTER
SURPRISE, ARIZONA**

SIG
SURVEY INNOVATION
GROUP, INC
Land Surveying Services



REVISIONS

DRAWING NAME:

PLAT

JOB NO. 18-300

DRAWN: TS

CHECKED: JAS

DATE 03/15/00

DATE: 03/13/20

SCALE: 1"=8'



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 17, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Rancho Mercado Parcel A18E” dated July 31, 2019, a property generally located in the Rancho Mercado PAD north of Happy Valley Road and west of 139th Avenue.

Motion:

I move to approve the Final Plat entitled, “Rancho Mercado Parcel A18E” dated July 31, 2019.

Background:

Brookfield Holdings (Mercado), LLC on behalf of William Lyon Homes, seeks approval of a Final Plat for a six-pack style development for 138 lots in a portion of Parcel A18 of the Rancho Mercado PAD.

Objective Analysis:

This Final Plat will create 138 lots and a total density of 10.8 dwelling units per acre which is consistent with the approved Rancho Mercado PAD and the approved preliminary plat.

Policy Compliant:

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

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS19-087 - RM A18E - Final Plat - Staff Report
2. 01 - FS19-087 - RM A18E - Final Plat
3. FS19-087 - RM A18E - Final Plat - PowerPoint

Final Plat

REPORT TO THE CITY COUNCIL

1 **Case:** **FS19-087**
2
3 **Project Name:** Rancho Mercado Parcel A18E
4
5 **Council District:** **1 – ACACIA**
6
7 **Meeting Date:** **September 17, 2019**
8
9 **Planner:** Sergio Angulo
10
11
12 **Owner:** Brookfield Holdings (Mercado), LLC
13
14 **Applicant:** William Lyon Homes
15
16 **Request:** Final Plat for Rancho Mercado Parcel A18E
17
18 **Site Location:** North of Happy Valley Road and east of the 142nd Avenue
19
20 **Site Size:** 12.766 Acres
21
22 **Density:** 10.8 DU/Ac
23
24 **General Plan**
25 **Conformance:** The proposal is consistent with the Surprise General Plan 2035
26 as proposed under case FS19-087.
27
28 **Support/Opposition:** None known.
29
30 **Recommendation:** None

31 **Background:**

32
33 **November 10, 2007:** The subject property was annexed into the City of Surprise by the
34 Mayor and City Council.

35 **October 11, 2007:** The Mayor and City Council approved the Rancho Mercado Planned
36 Area Development (PAD).

37 **January 5, 2016:** The Mayor and City Council approved the Preliminary Plat for Rancho
38 Mercado Unit 1 which includes the subject property.

39 **March 10, 2016:** A Concept Review meeting was held for the current proposal under case
40 CR16-094.

41 **February 4, 2019:** The applicant filed a related request for a Final Plat under case FS19-
42 087, the subject case.

43 **Project Description:**

44
45 Brookfield Holdings (Mercado), LLC on behalf of William Lyon Homes, requests approval of
46 the Final Plat for Parcel A18E in the Rancho Mercado Planned Area Development (PAD).
47 The subject parcel is located north of Happy Valley Road and east of 142nd Avenue. Parcel
48 A18E is zoned PAD and has a land use designation of Medium Density Residential.
49 Onsite the applicant proposes a six-pack style development for 138 lots. This final plat is in
50 conjunction with the final plat for Parcel A18W (case FS18-083) which is adjacent to the
51 subject parcel. Both parcels share the open space amenities which include a community pool
52 and a large open space/recreation tract.

53
54 **Findings:**

- 55
56
 - The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - The proposed Final Plat is consistent with the Rancho Mercado PAD and the SUDC.
 - The proposed Final Plat is in substantial conformance with the approved Preliminary
59 Plat under case FS15-069.

60

61 **Attachments:**

62
63 01 Final Plat

64
65 **Enclosure:**

66
67 Sealed mylars

FINAL PLAT
OF
RANCHO MERCADO PARCEL A18E
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

KNOW ALL PERSONS BY THESE PRESENTS:

- THAT BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREINAFTER "OWNER", HAS SUBDIVIDED UNDER THE NAME "RANCHO MERCADO PARCEL A18E", LOCATED WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4 TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.
- "OWNER" HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.
- ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY "OWNER" WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.
- "OWNER" HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.
- "OWNER" HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS FINAL PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITY.
- THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS FINAL PLAT OR ANY PARCEL THEREOF.
- "OWNER" HEREBY WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS FINAL PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS FINAL PLAT, HAS CONSENTED TO OR JOINED IN THIS FINAL PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDERS OFFICE OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS FINAL PLAT IS RECORDED.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.
- THE VEHICULAR NON ACCESS EASEMENTS "VNAE" ARE HEREBY DEDICATED TO THE RANCHO MERCADO COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS AND IS INTENDED TO PREVENT VEHICULAR TRAFFIC BETWEEN TRACTS AND LOTS WITH THE EXCEPTION OF PUBLIC UTILITY USES. SAID "VNAE" AS DEDICATED HEREON WILL CROSS PUBLIC UTILITY EASEMENTS "PUE" ALSO GRANTED HEREON, IN MULTIPLE LOCATIONS. THESE "VNAE" ARE NOT INTENDED TO PREVENT AUTHORIZED AGENTS OF THE PUBLIC UTILITY COMPANIES FROM CROSSING SAID "VNAE" DURING THE COURSE OF INSTALLATION, USE, MAINTENANCE AND REPAIR OF THE UTILITIES LOCATED IN SAID PUBLIC UTILITY EASEMENT "PUE".
- ALL TRACTS ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
- TRACTS PLATTED HEREON ARE DEDICATED FOR THE PURPOSES AS NOTED IN THE TRACT TABLE ON THIS FINAL PLAT AND SHALL BE MAINTAINED BY RANCHO MERCADO COMMUNITY ASSOCIATION.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EXCLUSIVE EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS A WATER AND SEWER LINE EASEMENT, FOR THE PURPOSES OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER/SEWER LINES, MANHOLES AND WATER VALVES.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS DAY OF _____, 2019.

BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: _____

ITS: _____

NOTARY ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY ANDREW BRAUSA, THE SENIOR VICE PRESIDENT OF BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

RANCHO MERCADO COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, KAREN BEACOM, DULY ELECTED PRESIDENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

BY: _____ ITS PRESIDENT

KAREN BEACOM

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

ON THIS _____ DAY OF _____, 2019, KAREN BEACOM PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HERSELF TO BE THE PRESIDENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AND THAT SHE, AS PRESIDENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ MY COMMISSION EXPIRES _____ DATE _____

NOTARY PUBLIC

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ DATE _____

CITY ENGINEER

DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY, OF _____, 2019.

_____ DATE _____

MAYOR

DATE

ATTEST:

_____ DATE _____

CITY CLERK

DATE

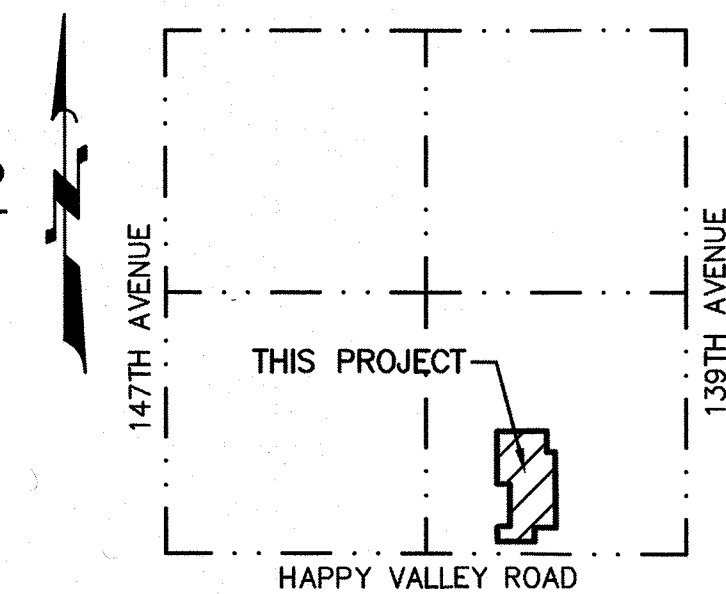
AREA CALCULATIONS

TRACTS A18E A & A18E B	7,258 SQ.FT.	0.167 AC
LOTS = 138	457,265 SQ.FT.	10.496 AC
PRIVATE ROADWAY-TRACT A18E C	91,559 SQ.FT.	2.103 AC
TOTAL	556,082 SQ.FT.	12.766 AC

SHEET INDEX

DESCRIPTION	SHEET NO
COVER SHEET	1
KEY MAP, LEGAL DESCRIPTION & DETAILS	2-3
PLAT SHEETS	4-6

VICINITY MAP
SECTION 4, T4N, R1W



OWNER/DEVELOPER

BROOKFIELD HOLDINGS (MERCADO) LLC,
A DELAWARE LIMITED LIABILITY COMPANY
250 VESEY STREET, 15TH FLOOR
NEW YORK, NEW YORK 10281
PHONE NO: 212-301-2393
CONTACT: ANDREW BRAUSA, SENIOR VICE PRESIDENT

RELEASE OF LIABILITY

- BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIRFORCE ("USAF") AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.
- BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.
- BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE RIGHT OF WAY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT OF WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

PUBLIC NOTICE

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

100 YEAR ASSURED WATER SUPPLY LANGUAGE

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS NO. 2010-012, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

GENERAL NOTES

- IN ACCORDANCE WITH A.R.S. §9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. §42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND #14710, WHEN APPLICABLE.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- HAPPY VALLEY ROAD WILL BECOME A 6 LANE MAJOR ARTERIAL AT SOME FUTURE POINT.
- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY OF 2000 GPM @ 2 HOURS @ 20 PSI RESIDUAL.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS15-069.
- A PORTION OF THE PROPERTY IS LOCATED WITHIN THE AREA HAVING FLOOD ZONES "X", "A" AND "AE", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAPS NO. 04013C1210L AND NO. 04013C1230L, 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, AS MAY BE AMENDED FROM TIME TO TIME.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF THE LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPE MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPE AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE CASE FS10-210 OR AS SUBSEQUENTLY AMENDED.
- THE CITY OF SURPRISE HAS NO RESPONSIBILITY TO IMPROVE OR MAINTAIN THE PRIVATE STREETS CONTAINED WITHIN OR PRIVATE STREETS PROVIDING ACCESS TO THE PROPERTY DESCRIBED IN THIS PLAT. PRIVATE STREETS SHALL BE MAINTAINED TO CITY STANDARDS BY THE DEVELOPER OR AN AUTHORIZED HOMEOWNERS ASSOCIATION AT SAID DEVELOPER OR ASSOCIATIONS EXPENSE.

BASIS OF BEARING

THE WEST-EAST, MID-SECTION LINE OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN WHICH BEARS S89°46'48"E A DISTANCE OF 5255.54' THIS POSITION WAS DERIVED FROM THE ESTABLISHED NGS POINTS DV0080 & AJ3867. PROJECT THEN SCALED TO GROUND AT A COMBINED SCALE FACTOR OF 1.00013766895 AND VERIFIED AGAINST GDACS BOOK 834, PG 1. HORIZONTAL ERROR = (0.04') ANGLE ERROR = (0°00'01")

SURVEYOR'S CERTIFICATION

I, JAMES G. SPRING, PLS 22282, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF SIX SHEETS REPRESENTS A SURVEY PREPARED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2019; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAMES G. SPRING, PLS 22282
ATWELL, LLC
4700 EAST SOUTHERN AVENUE
MESA, ARIZONA 85206



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

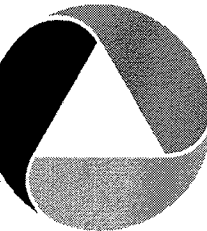


COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A18E
CITY OF SURPRISE, ARIZONA

JULY 2019

REVISIONS:



PM. J. SPRING
DR. R. GILES
JOB NO.
09001944

N.T.S.

09001944 FP A18E.DWG

SHEET
NO.
1 OF 6

LEGAL DESCRIPTION

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

COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 35832 2003, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3" BRASS CAP IN HANDHOLE STAMPED MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION 36770, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS S89°46'48"E A DISTANCE OF 5255.54 FEET;

THENCE ALONG THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S89°46'48"E, 3350.71 FEET;

THENCE, LEAVING SAID WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S00°14'26"E A DISTANCE OF 1406.04 FEET TO THE POINT OF BEGINNING;

THENCE, N89°45'34"E A DISTANCE OF 506.00 FEET;

THENCE, S00°14'26"E A DISTANCE OF 211.00 FEET;

THENCE, N89°45'34"E A DISTANCE OF 85.00 FEET;

THENCE, S00°14'26"E A DISTANCE OF 760.00 FEET;

THENCE, S89°45'34"W A DISTANCE OF 211.00 FEET;

THENCE, S00°14'26"E A DISTANCE OF 142.00 FEET;

THENCE, S89°45'34"W A DISTANCE OF 380.00 FEET;

THENCE, N00°14'26"W A DISTANCE OF 142.00 FEET;

THENCE, N44°45'34"E A DISTANCE OF 22.63 FEET;

THENCE, N89°45'34"E A DISTANCE OF 110.00 FEET;

THENCE, N00°14'26"W A DISTANCE OF 426.00 FEET;

THENCE, S89°45'34"W A DISTANCE OF 126.00 FEET;

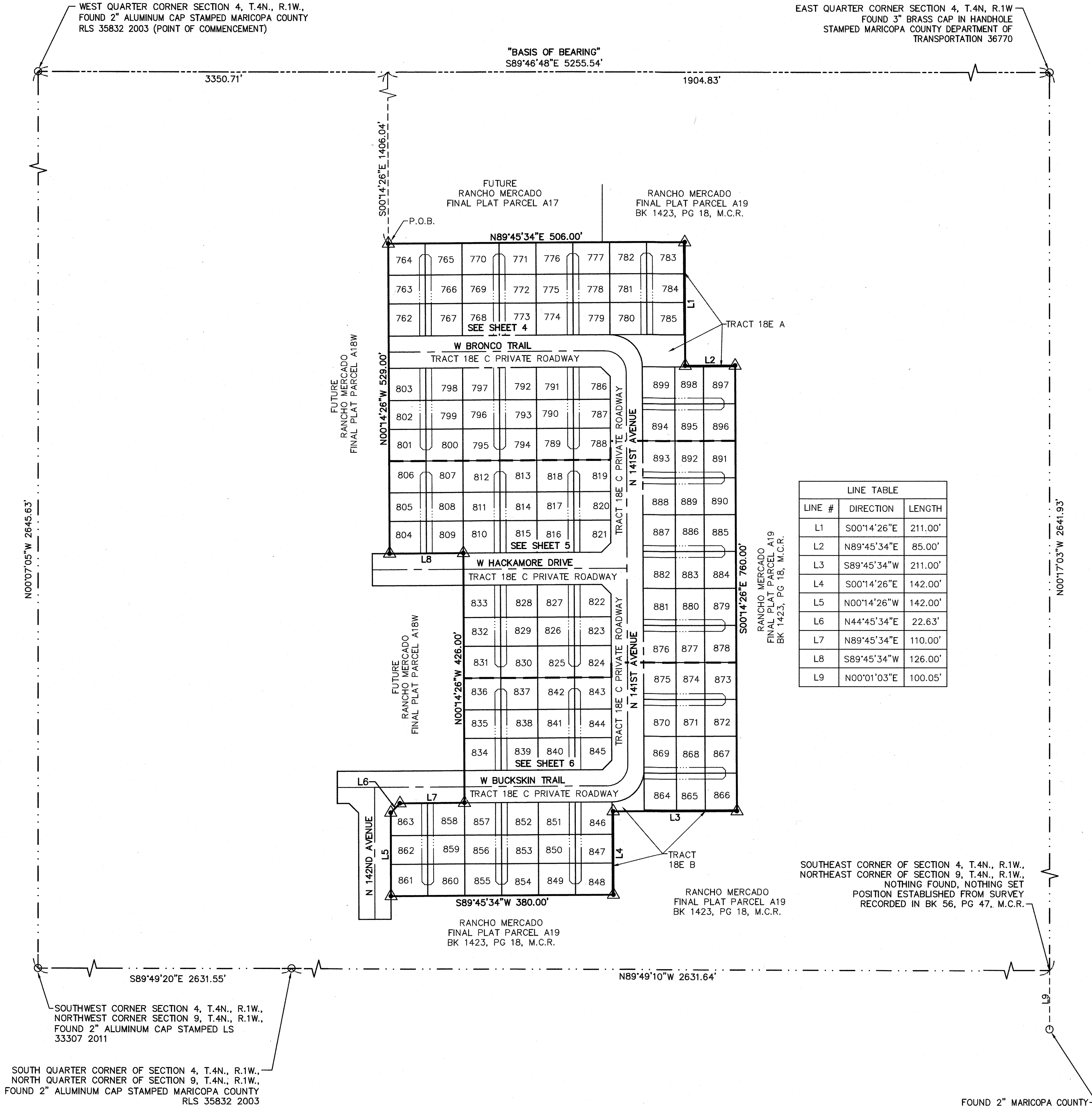
THENCE, N00°14'26"W A DISTANCE OF 529.00 FEET TO THE POINT OF BEGINNING;

LEGEND

	SUBDIVISION BOUNDARY
	RIGHT OF WAY LINE
	EXISTING RIGHT OF WAY LINE
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION LINE
	ALIQUOT SECTION LINE
	8' DRAINAGE AND PRIVATE ACCESS EASEMENT
	SUBDIVISION CORNER TO BE SET
	FOUND MONUMENT AS NOTED
	CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARDS)
	30'x30' SIGHT VISIBILITY EASEMENT
	VEHICULAR NON-ACCESS EASEMENT
	PUBLIC UTILITY EASEMENT
	RIGHT-OF-WAY
	DELTA
	CURVE TABLE NUMBER
	LINE TABLE NUMBER
	MARICOPA COUNTY RECORDS

CITY OF SURPRISE CASE ZONING

DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE ZONING CASE FS10-210 OR AS SUBSEQUENTLY AMENDED.



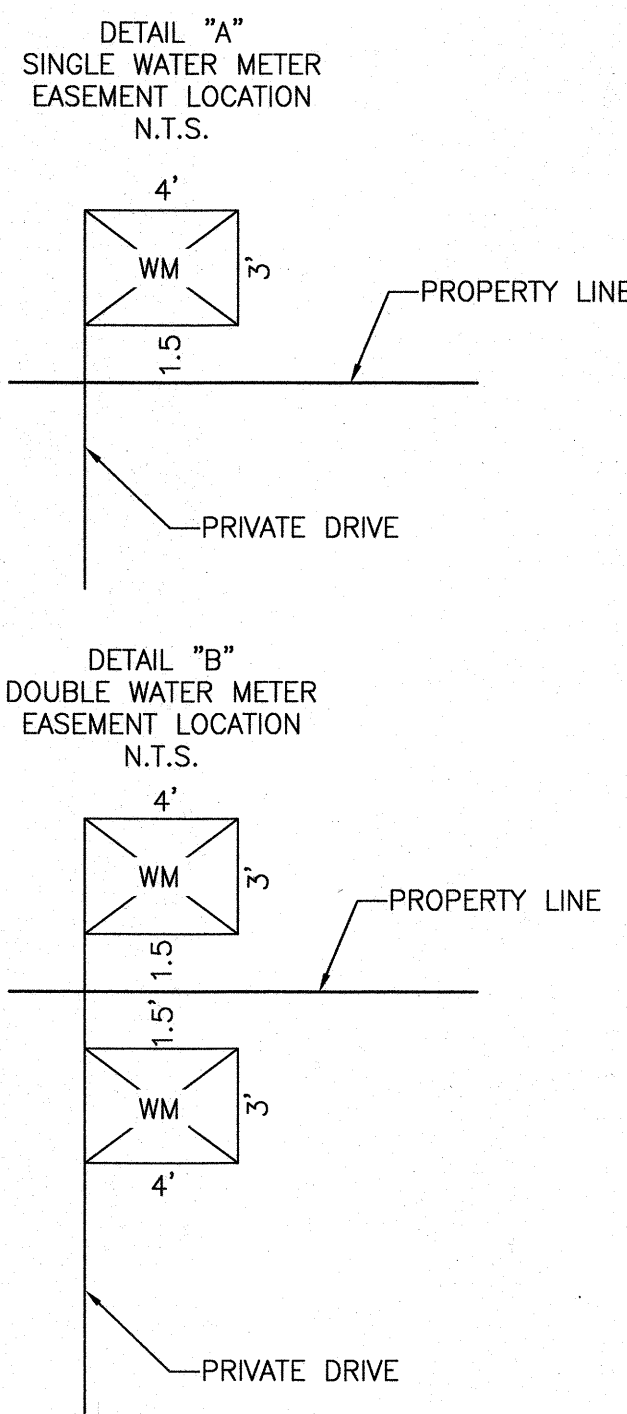
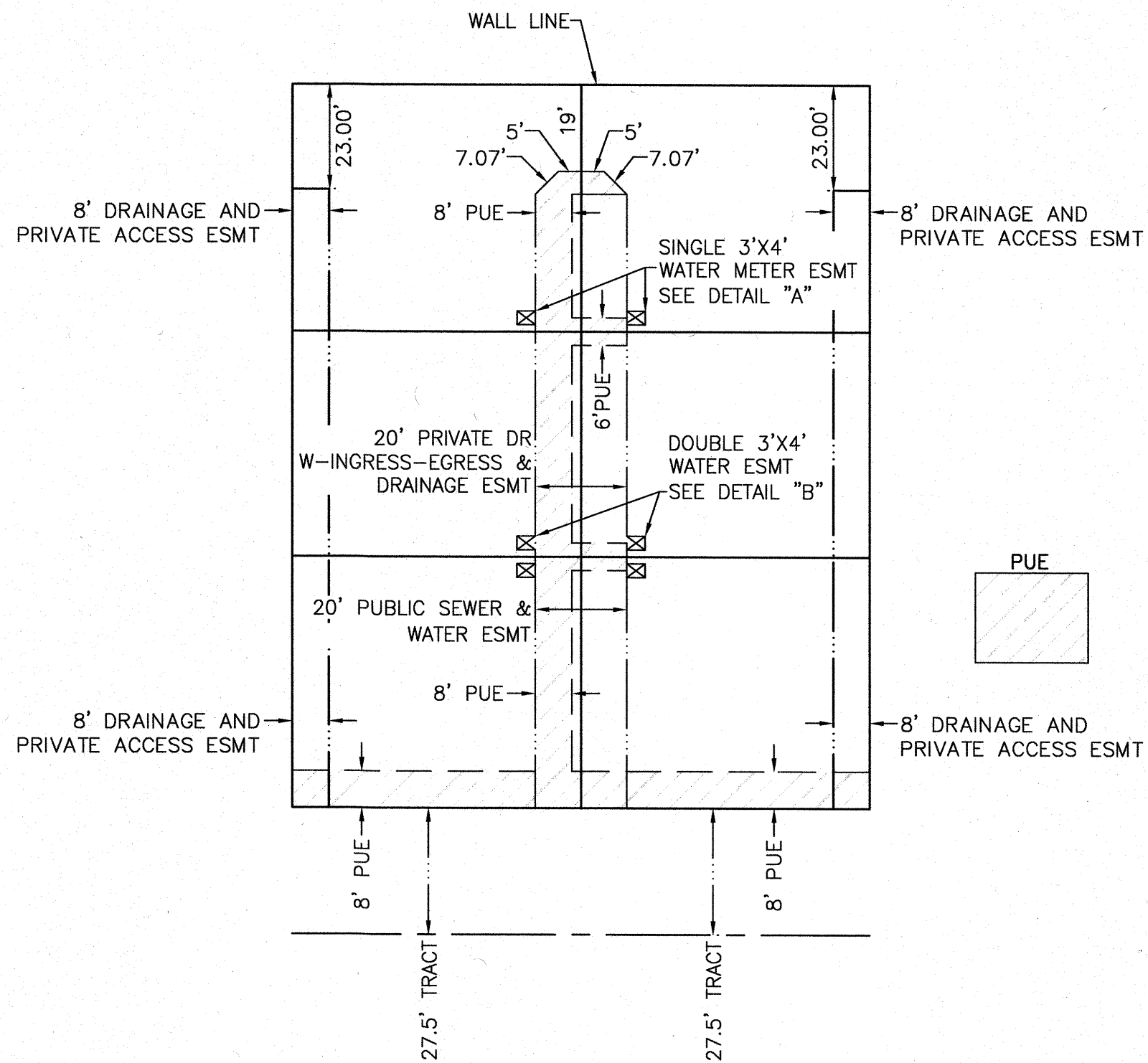
TRACT TABLE

TRACT TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGE
TRACT 18E A	5,150	0.118	OPEN SPACE, DRAINAGE, COMMUNITY AMENITIES, UTILITY AND ACCESS ESMT & PUE
TRACT 18E B	2,108	0.048	OPEN SPACE, DRAINAGE, COMMUNITY AMENITIES, UTILITY AND ACCESS ESMT & PUE
TRACT 18E C	91,559	2.103	PRIVATE ROADWAY (INCLUDING PAVEMENT, CURB & GUTTER AND SIDEWALKS) & PUE
TOTAL	98,817	2.269	

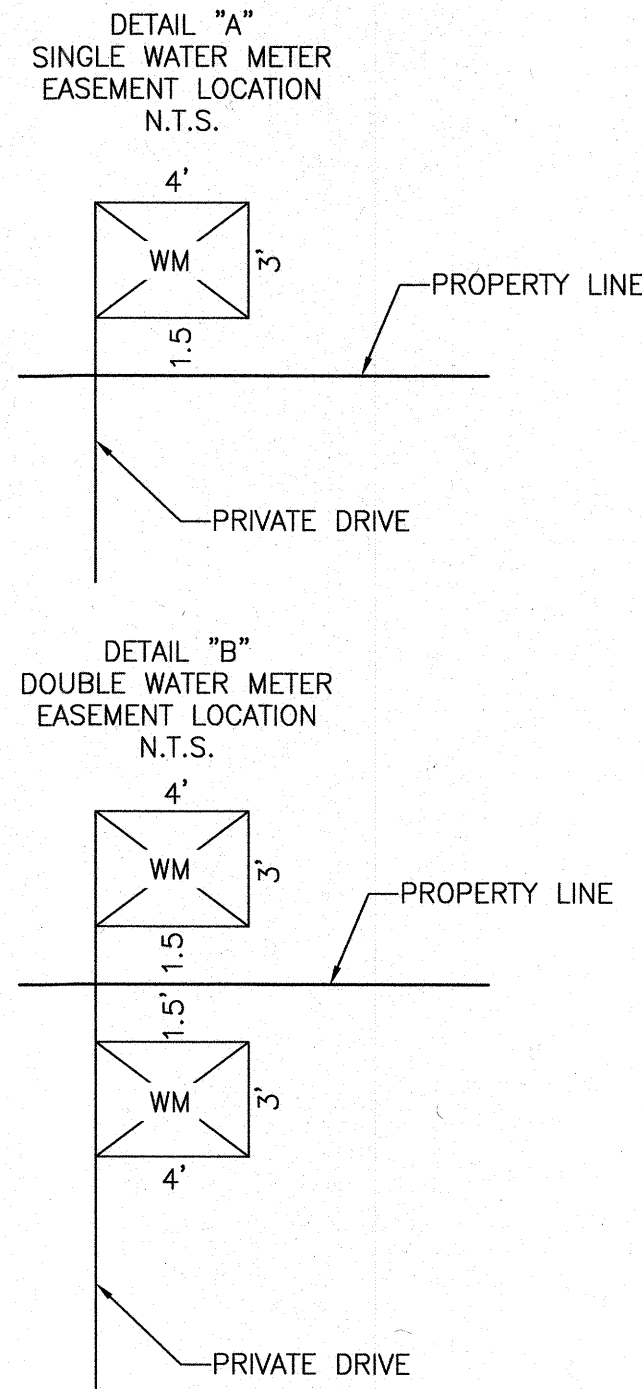
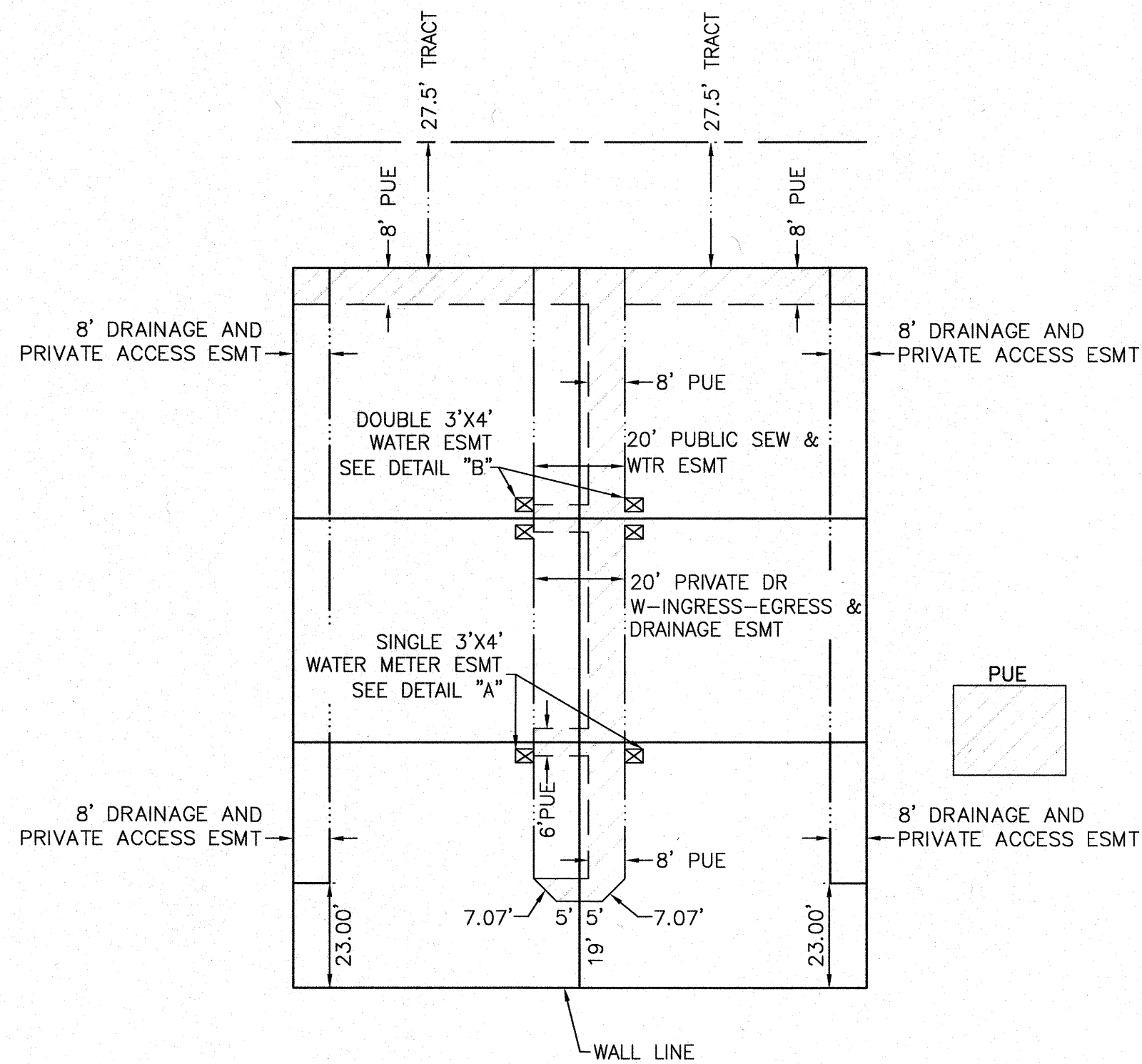
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°14'26"E	211.00'
L2	N89°45'34"E	85.00'
L3	S89°45'34"W	211.00'
L4	S00°14'26"E	142.00'
L5	N00°14'26"W	142.00'
L6	N44°45'34"E	22.63'
L7	N89°45'34"E	110.00'
L8	S89°45'34"W	126.00'
L9	N00°01'03"E	100.05'



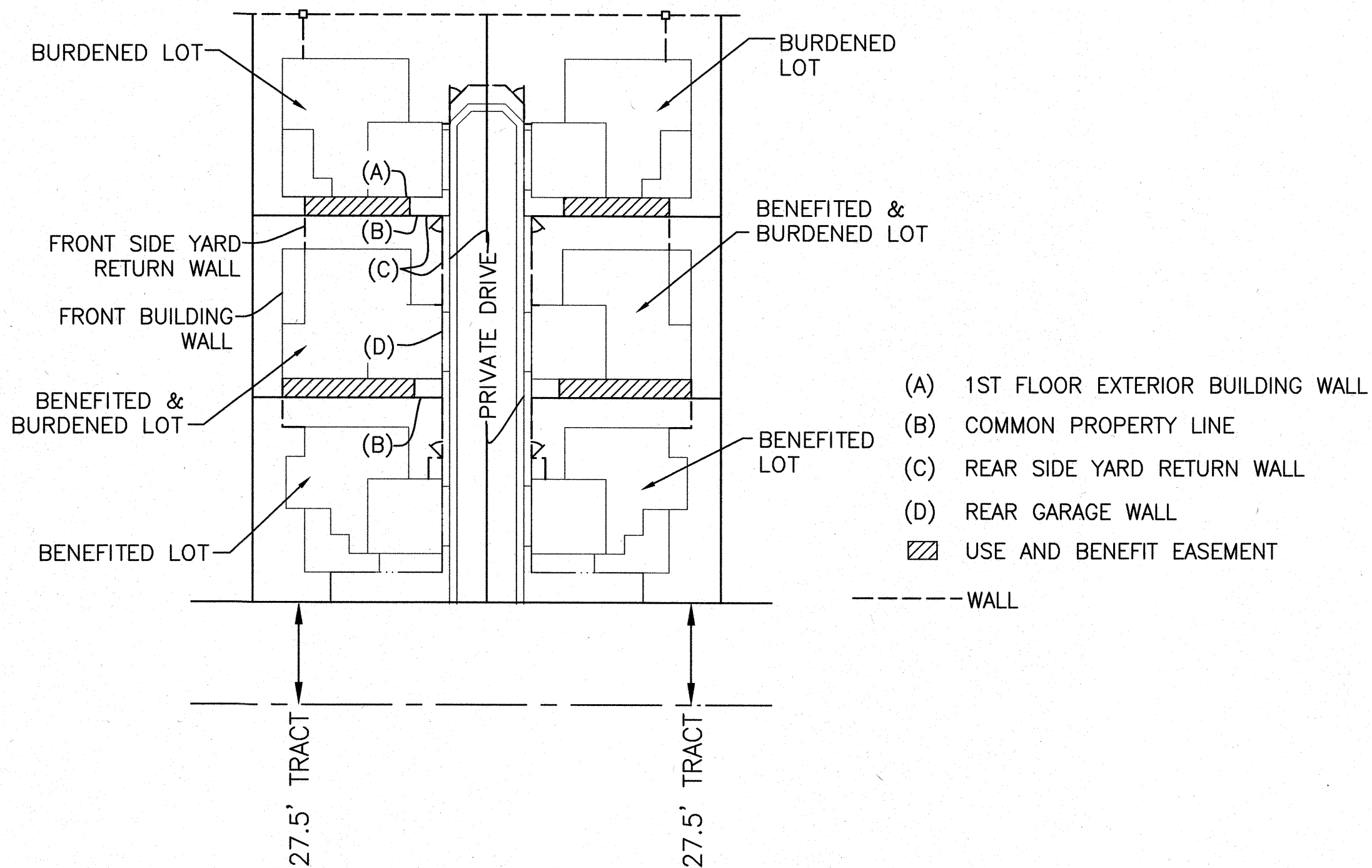
TYPICAL UTILITY EASEMENT DIAGRAM DETAIL FACING NORTH
SCALE 1"=30 FEET



TYPICAL UTILITY EASEMENT DIAGRAM DETAIL FACING EAST AND SOUTH
SCALE 1"=30 FEET

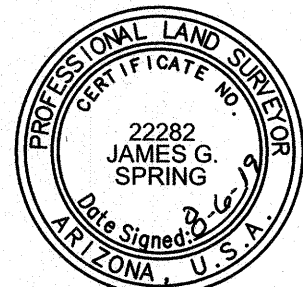


USE AND BENEFIT EASEMENT
N.T.S.

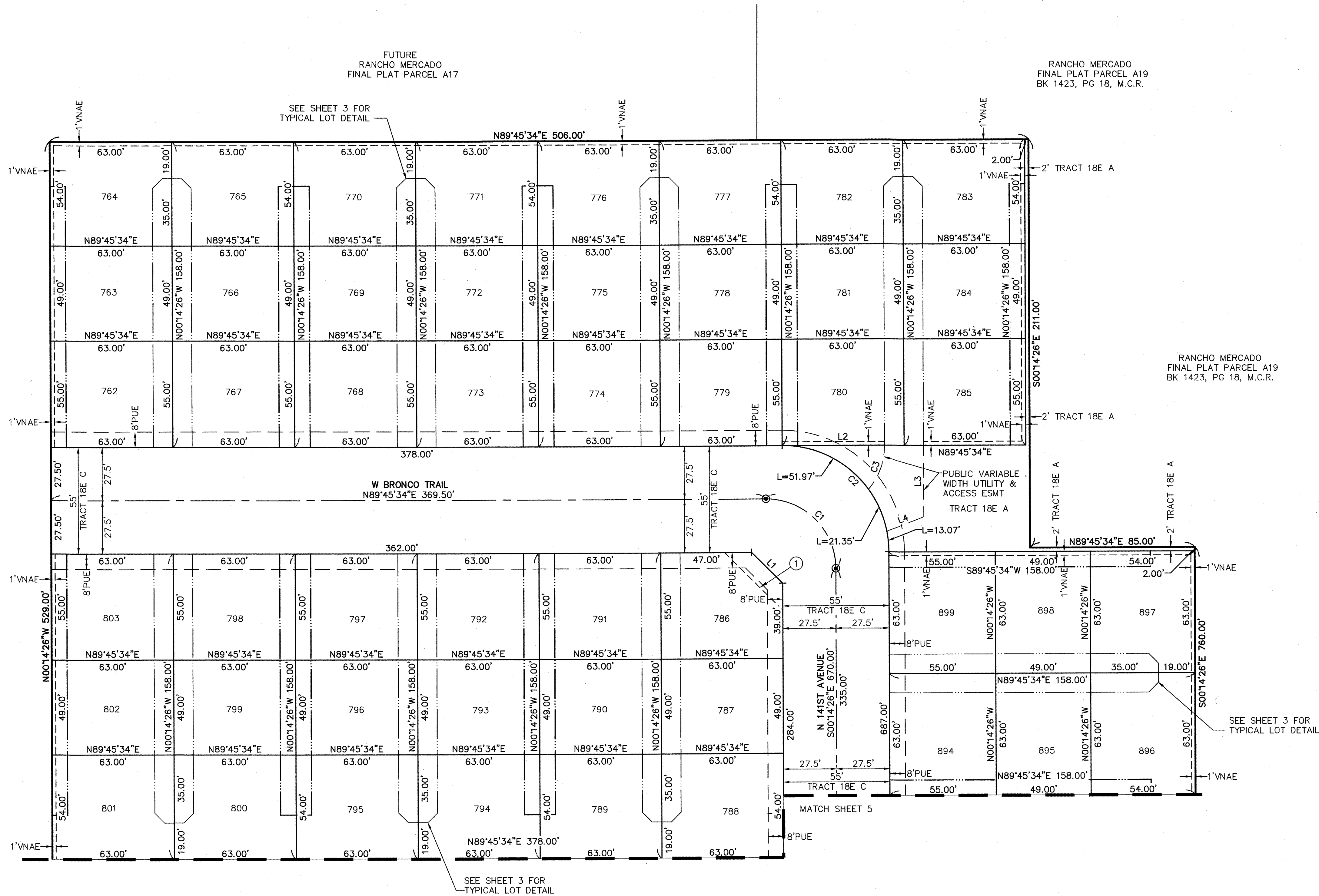


UBE NOTES

- LOTS ON SAID PLAT SHALL HAVE A PRIVATE USE AND BENEFIT EASEMENT (UBE) OF NOT LESS THAN FIVE (5) FEET IN WIDTH (MEASURED FROM THE COMMON PROPERTY LINE TO THE EXTERIOR BUILDING STEM WALL OF THE BURDENED LOT). THE LENGTH OF THE UBE SHALL RUN BETWEEN RETURN FENCES AS ILLUSTRATED ON THE USE BENEFIT EASEMENT DETAIL ON THIS SHEET.
- ALLOWED AND PROHIBITED ENCROACHMENTS WITHIN THE UBE:
ALLOWED TO ENCROACH: LANDSCAPING, UNCOVERED PATIOS, PATHWAYS, DRAINAGE FACILITIES.
PROHIBITED: HARDSCAPE STRUCTURES, INCLUDING POOLS, SPAS, BARBECUE STRUCTURES, A/C UNITS, AND FENCES, EXCEPT SIDE YARD RETURN WALLS.
- ADDITIONAL USES, TERMS AND CONDITIONS GOVERNING THE UBE'S ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS TO BE RECORDED FOR THE PLAT.



FUTURE
RANCHO MERCADO
FINAL PLAT PARCEL A18W



LOT TABLE			LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
762	3465	0.080	778	3087	0.071	794	3402	0.078
763	3087	0.071	779	3465	0.080	795	3402	0.078
764	3402	0.078	780	3465	0.080	796	3087	0.071
765	3402	0.078	781	3087	0.071	797	3465	0.080
766	3087	0.071	782	3402	0.078	798	3465	0.080
767	3465	0.080	783	3402	0.078	799	3087	0.071
768	3465	0.080	784	3087	0.071	800	3402	0.078
769	3087	0.071	785	3465	0.080	801	3402	0.078
770	3402	0.078	786	3337	0.077	802	3087	0.071
771	3402	0.078	787	3087	0.071	803	3465	0.080
772	3087	0.071	788	3402	0.078	894	3465	0.080
773	3465	0.080	789	3402	0.078	895	3087	0.071
774	3465	0.080	790	3087	0.071	896	3402	0.078
775	3087	0.071	791	3465	0.080	897	3402	0.078
776	3402	0.078	792	3465	0.080	898	3087	0.071
777	3402	0.078	793	3087	0.071	899	3465	0.080

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N45°14'26\"W	22.63'
L2	N89°45'34\"E	63.00'
L3	S00°14'26\"E	36.88'
L4	S68°10'40\"W	20.46'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	56.55'	36.00'	090°00'00\"
C2	86.39'	55.00'	090°00'00\"
C3	24.80'	35.00'	040°36'11\"

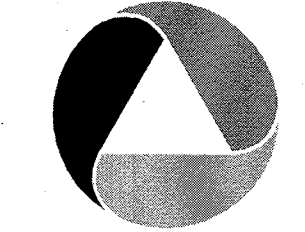


COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A18E
CITY OF SURPRISE, ARIZONA

JULY 2019

REVISIONS:



PM. J. SPRING
DR. R. GILES
JOB NO.
09001944

SCALE 0 15 30
1\" = 30 FEET

09001944 FP A18E.DWG

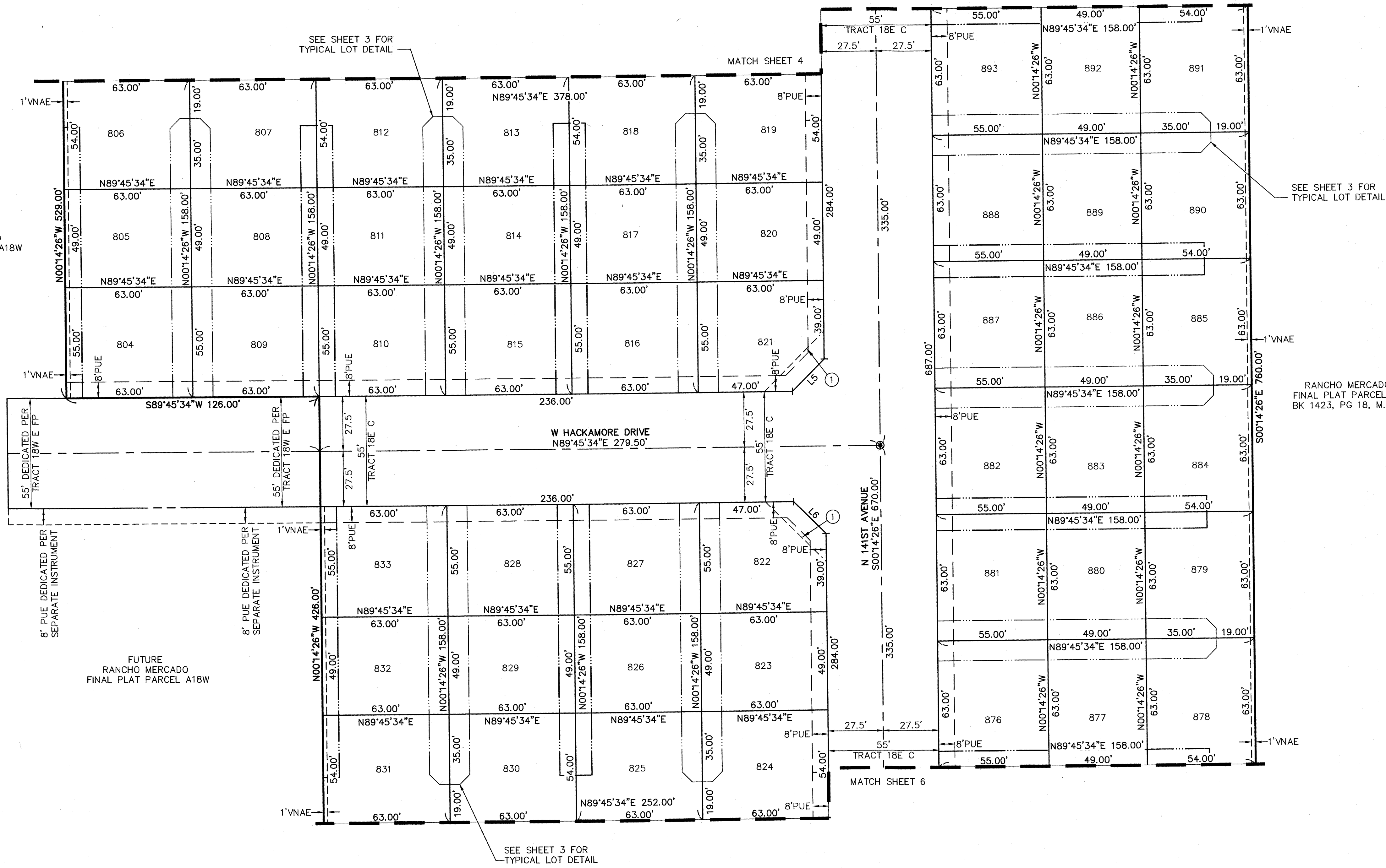
SHEET
NO.
4 OF 6

k:\09001944\dwg\survey\final plat\at8e\09001944 fp at8e.dwg Savedate:7/30/2019 7:45 AM Plotted:7/30/2019 12:42 PM

COPYRIGHT © 2019 ATWELL LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC

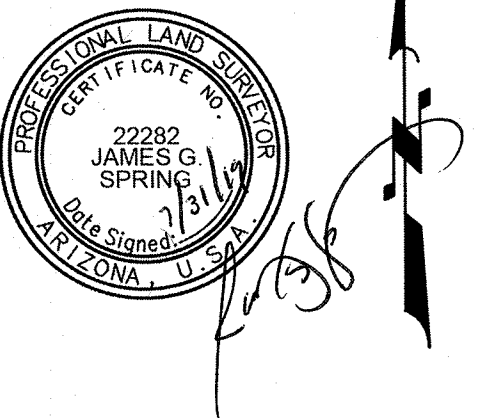
FUTURE
RANCHO MERCADO
FINAL PLAT PARCEL A18W

FUTURE
RANCHO MERCADO
FINAL PLAT PARCEL A18W



LOT TABLE			LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
804	3465	0.080	820	3087	0.071	878	3402	0.078
805	3087	0.071	821	3337	0.077	879	3402	0.078
806	3402	0.078	822	3337	0.077	880	3087	0.071
807	3402	0.078	823	3087	0.071	881	3465	0.080
808	3087	0.071	824	3402	0.078	882	3465	0.080
809	3465	0.080	825	3402	0.078	883	3087	0.071
810	3465	0.080	826	3087	0.071	884	3402	0.078
811	3087	0.071	827	3465	0.080	885	3402	0.078
812	3402	0.078	828	3465	0.080	886	3087	0.071
813	3402	0.078	829	3087	0.071	887	3465	0.080
814	3087	0.071	830	3402	0.078	888	3465	0.080
815	3465	0.080	831	3402	0.078	889	3087	0.071
816	3465	0.080	832	3087	0.071	890	3402	0.078
817	3087	0.071	833	3465	0.080	891	3402	0.078
818	3402	0.078	876	3465	0.080	892	3087	0.071
819	3402	0.078	877	3087	0.071	893	3465	0.080

LINE TABLE		
LINE #	DIRECTION	LENGTH
L5	N44°45'34"E	22.63'
L6	N45°14'26"W	22.63'



866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.6931

COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A18E
CITY OF SURPRISE, ARIZONA

JULY 2019

REVISIONS:

PM. J. SPRING
DR. R. GILES
JOB NO.
09001944

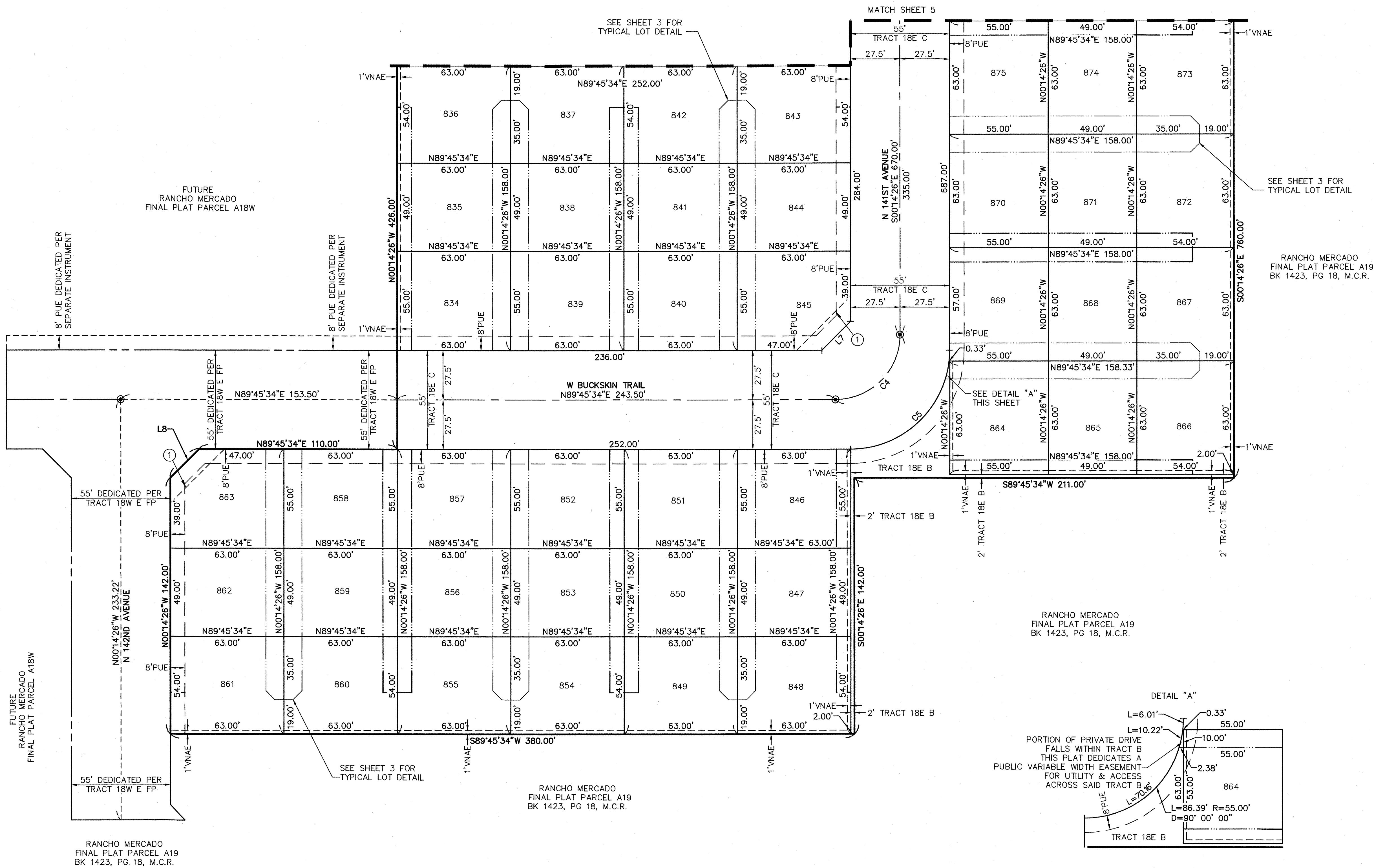
SCALE 0 15 30
1" = 30 FEET

09001944 FP A18E.DWG
SHEET NO.
5 OF 6

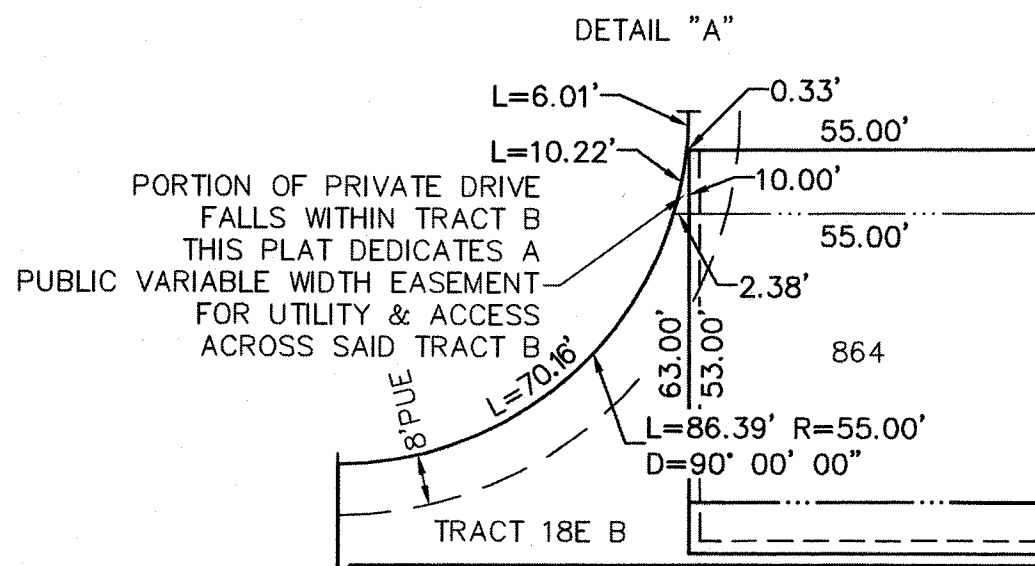
PARCEL TABLE			PARCEL TABLE			PARCEL TABLE		
TRACT	AREA SQ. FT.	AREA ACRES	TRACT	AREA SQ. FT.	AREA ACRES	TRACT	AREA SQ. FT.	AREA ACRES
LOT: 834	3465	0.080	LOT: 848	3402	0.078	LOT: 862	3087	0.071
LOT: 835	3087	0.071	LOT: 849	3402	0.078	LOT: 863	3337	0.077
LOT: 836	3402	0.078	LOT: 850	3087	0.071	LOT: 864	3486	0.080
LOT: 837	3402	0.078	LOT: 851	3465	0.080	LOT: 865	3087	0.071
LOT: 838	3087	0.071	LOT: 852	3465	0.080	LOT: 866	3402	0.078
LOT: 839	3465	0.080	LOT: 853	3087	0.071	LOT: 867	3402	0.078
LOT: 840	3465	0.080	LOT: 854	3402	0.078	LOT: 868	3087	0.071
LOT: 841	3087	0.071	LOT: 855	3402	0.078	LOT: 869	3466	0.080
LOT: 842	3402	0.078	LOT: 856	3087	0.071	LOT: 870	3465	0.080
LOT: 843	3402	0.078	LOT: 857	3465	0.080	LOT: 871	3087	0.071
LOT: 844	3087	0.071	LOT: 858	3465	0.080	LOT: 872	3402	0.078
LOT: 845	3337	0.077	LOT: 859	3087	0.071	LOT: 873	3402	0.078
LOT: 846	3465	0.080	LOT: 860	3402	0.078	LOT: 874	3087	0.071
LOT: 847	3087	0.071	LOT: 861	3402	0.078	LOT: 875	3465	0.080

LINE TABLE		
LINE #	DIRECTION	LENGTH
L7	N44°45'34"E	22.63'
L8	N44°45'34"E	22.63'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C4	56.55'	36.00'	090°00'00"
C5	86.39'	55.00'	090°00'00"



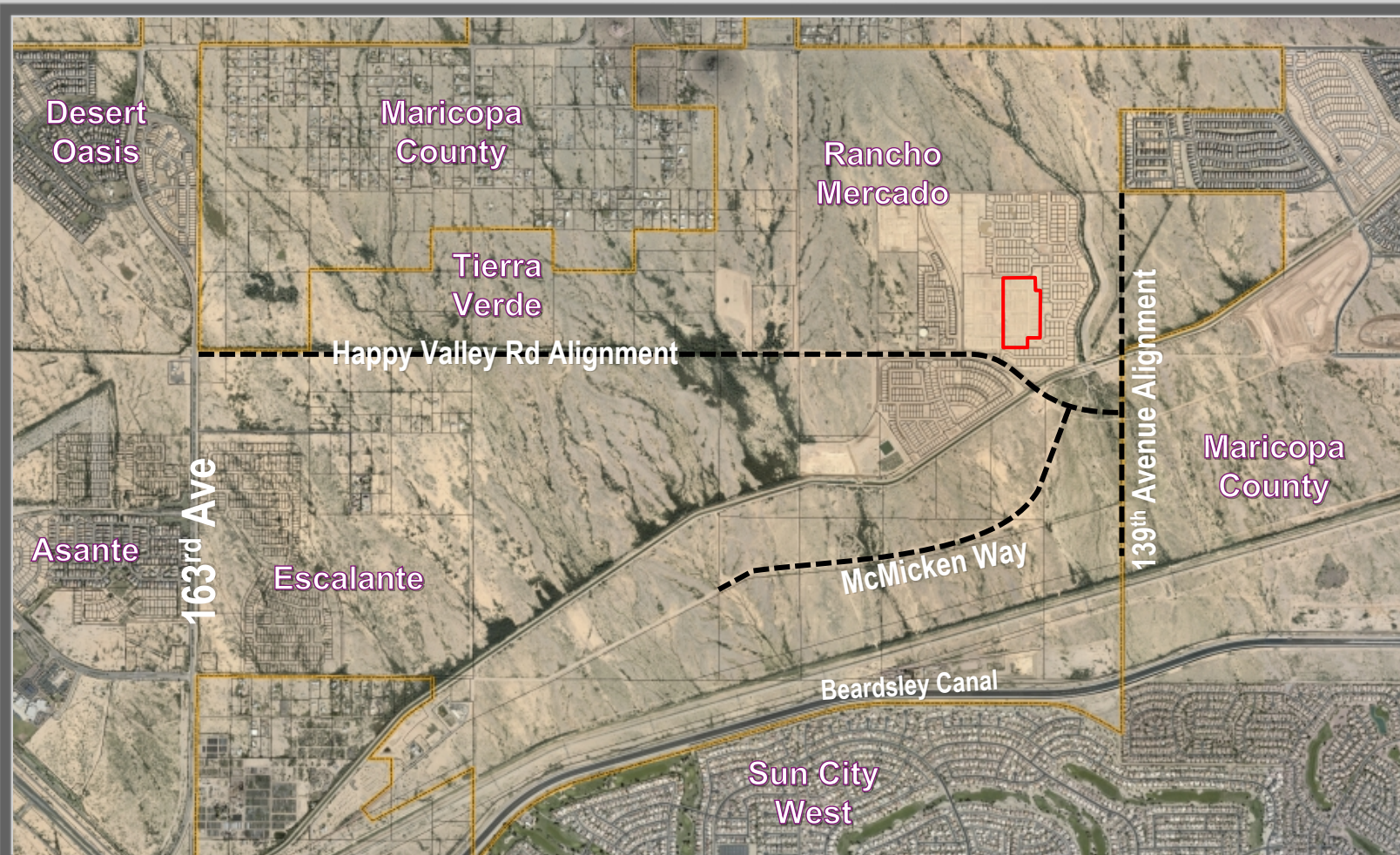
RANCHO MERCADO
FINAL PLAT PARCEL A19
BK 1423, PG 18, M.C.R.





Rancho Mercado A18E Final Plat

City Council
September 17, 2019



VICINITY MAP

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

COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 32822
2865, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH,
RANGE 1 WEST, FROM WHICH A FOUND 2" BRASS CAP IN HANDSHELF STAMPED
MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION 28775, ACCEPTED AS THE EAST
QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THENCE BEARS
S89°46'48"E A DISTANCE OF 329.54 M (FEET).

THENCE ALONG THE WEST-EXIT 90-SECTION LINE OF SAID SECTION 4, 388°46'48"E,
3,250.71 FEET;

THENCE, LEAVING THE WEST-EAST 1/4-SECTION LINE OF SAID SECTION 4,
S80°14'26"E A DISTANCE OF 1488.04 FEET TO THE POINT OF BEGINNING;

WIND: 180°45'34"E A DISTANCE OF 508.00 FEET.

THENCE, S82°14'28"E & DISTANCE OF 281.00 FEET;
THENCE, S89°55'34"E & DISTANCE OF 85.00 FEET;

THENCE, S20°14'28"E & DISTANCE OF TWO-08 FEET)

WIND: 08H45'34"N & DISTANCE OF 291.00 FEET;
 WIND: 00H00'00"N & DISTANCE OF 142.00 FEET.

THENCE, S89°45'24"W & DISTANCE OF 380.00 FEET;

THENCE 88°04'28"W A DISTANCE OF 142.80 FEET

POINT, N89°45'34"E A DISTANCE OF 118.00 FEET.

THENCE, N80°14'28"W A DISTANCE OF 428.00 FEET.

THENCE, 180°45'34"W & A DISTANCE OF 126.00 FEET;

[illegible]

SECTION BOUNDARY	SUBDIVISION
DIST. OF WAY LINE	DIST. OF WAY LINE
EASTING RIGHT OF WAY LINE	EASTING RIGHT OF WAY LINE
CONTOUR	CONTOUR
EXISTING EASEMENT LINE	EXISTING EASEMENT LINE
PROPOSED EASEMENT LINE	PROPOSED EASEMENT LINE
SECTION LINE	SECTION LINE
ADJACENT SECTION LINE	ADJACENT SECTION LINE
	IF DRAINAGE AND PRIVATE ACCESS EASEMENT
ADJACENT CORNER TO BE SET	ADJACENT CORNER TO BE SET
FOUND MIDPOINT AS NOTED	FOUND MIDPOINT AS NOTED
OVERLAP SURVEYED	OVERLAP SURVEYED
7/16 SET BY CITY OF SUIPRIVE STANDARD	7/16 SET BY CITY OF SUIPRIVE STANDARD
ADJUTANT RIGHT HUSBAND EASEMENT	ADJUTANT RIGHT HUSBAND EASEMENT
W/E	W/E
PUBLIC UTILITY EASEMENT	PUBLIC UTILITY EASEMENT
ADJUTANT	ADJUTANT
0/4	0/4
DELTA	DELTA
CLIVE TABLE NUMBER	CLIVE TABLE NUMBER
LINE TABLE NUMBER	LINE TABLE NUMBER
N.E.R.	N.E.R.
	MUSKOGEE COUNTY RECORDS

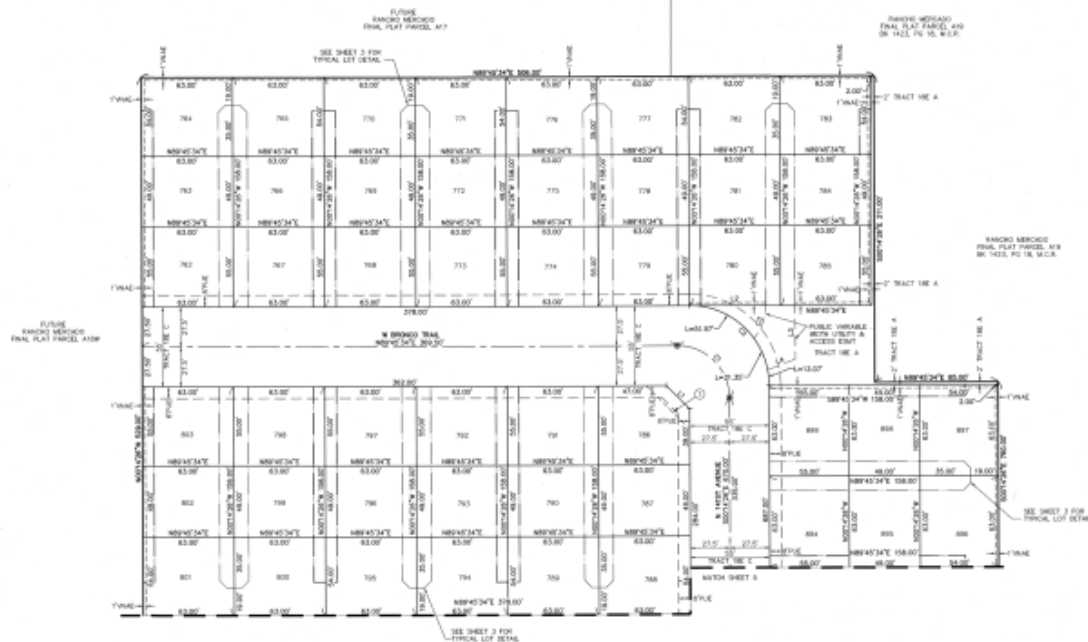
[illegible]

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°14'28"E	271.00'
L2	S89°45'34"E	85.00'
L3	S89°40'34"W	271.00'
L4	S89°14'28"E	143.00'
L5	S89°14'28"W	143.00'
L6	S89°45'34"E	23.00'
L7	S89°45'34"E	119.00'
L8	S89°40'34"W	126.00'
L9	N89°00'00"E	119.00'

TRACT		TRACT TABLE	
TRACT	AREA SQ FT	AREA ACRES	USAGE
TRACT 10E A	5,510	0.118	OPEN SPACE, DRAPAGE, COMMUNITY AMENITIES, UTILITY AND ACCESS EASE & PLE
TRACT 10E B	2,718	0.048	OPEN SPACE, DRAPAGE, COMMUNITY AMENITIES, UTILITY AND ACCESS EASE & PLE
TRACT 10E C	11,509	2.100	PRIVATE DRIVEWAY INCLUDING PAVEMENT, CURB & GUTTER AND SIDEWALKS & PLE
TOTAL	19,737	2.363	



FINAL PLAT



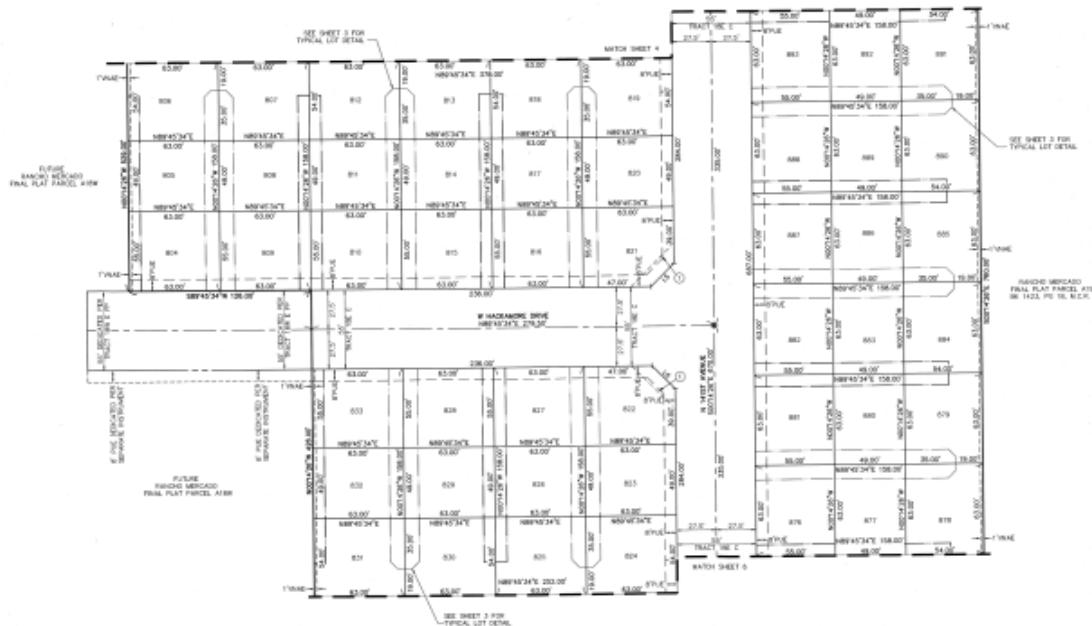
LOT TABLE			LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
761	3485	0.088	765	3087	0.071	774	3482	0.078
762	3087	0.071	775	3485	0.088	775	3482	0.078
764	3482	0.078	780	3485	0.088	776	3087	0.071
765	3482	0.078	781	3087	0.071	777	3485	0.088
766	3087	0.071	782	3482	0.078	778	3485	0.088
767	3485	0.088	783	3482	0.078	779	3087	0.071
768	3485	0.088	784	3087	0.071	800	3482	0.078
769	3087	0.071	785	3485	0.088	801	3482	0.078
770	3482	0.078	786	3337	0.071	802	3087	0.071
771	3482	0.078	787	3087	0.071	803	3485	0.088
772	3087	0.071	788	3482	0.078	804	3485	0.088
773	3485	0.088	789	3482	0.078	805	3087	0.071
774	3485	0.088	790	3087	0.071	806	3482	0.078
775	3087	0.071	791	3485	0.088	807	3482	0.078
776	3482	0.078	792	3485	0.088	808	3087	0.071
777	3482	0.078	793	3087	0.071	809	3485	0.088

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N45°14'30"W	22.63'
L2	N89°43'34"E	63.00'
L3	S89°43'34"E	36.00'
L4	S45°14'30"W	22.63'

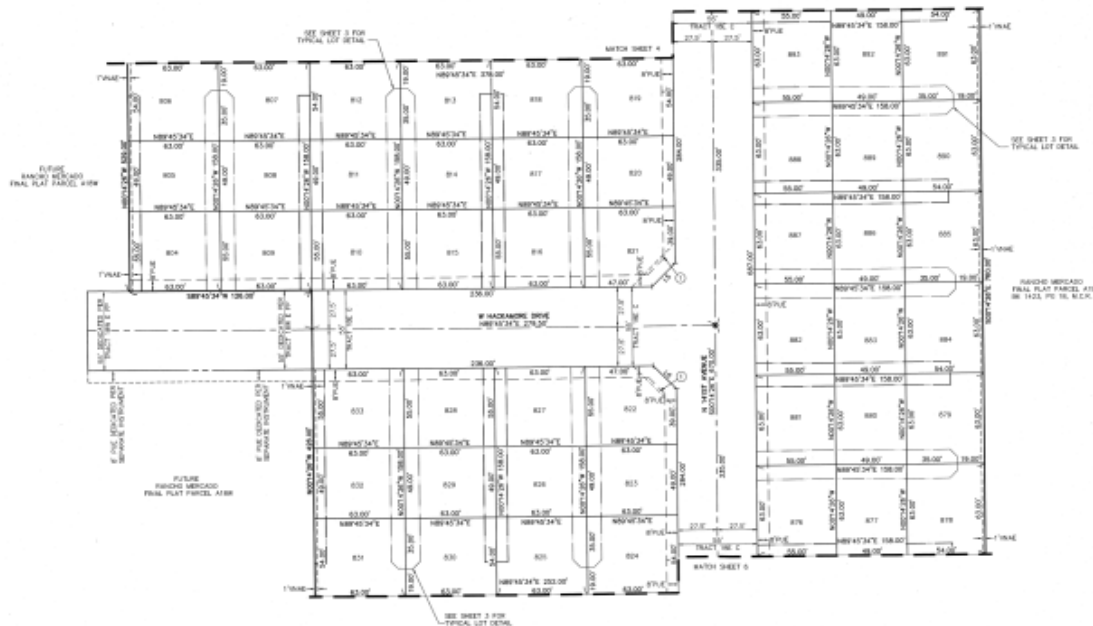
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	36.00'	36.00'	90°00'00"
C2	36.00'	36.00'	90°00'00"
C3	24.00'	36.00'	60°00'00"



FINAL PLAT



LOT TABLE			LOT TABLE					
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
804	3465	0.080	809	3087	0.071	814	3462	0.079
805	3087	0.071	811	3533	0.081	819	3462	0.079
806	3462	0.079	812	3533	0.081	820	3087	0.071
807	3462	0.079	813	3087	0.071	821	3462	0.079
808	3087	0.071	814	3462	0.079	822	3462	0.079
809	3465	0.080	815	3462	0.079	823	3087	0.071
810	3465	0.080	816	3087	0.071	824	3462	0.079
811	3087	0.071	817	3465	0.080	825	3462	0.079
812	3462	0.079	818	3462	0.079	826	3087	0.071
813	3462	0.079	819	3087	0.071	827	3462	0.079
814	3087	0.071	820	3462	0.079	828	3462	0.079
815	3465	0.080	821	3462	0.079	829	3087	0.071
816	3465	0.080	822	3087	0.071	830	3462	0.079
817	3087	0.071	823	3462	0.079	831	3087	0.071
818	3462	0.079	824	3462	0.079	832	3462	0.079
819	3462	0.079	825	3087	0.071	833	3462	0.079
820	3462	0.079	826	3462	0.079	834	3087	0.071
821	3087	0.071	827	3462	0.079	835	3462	0.079
822	3462	0.079	828	3462	0.079	836	3087	0.071
823	3462	0.079	829	3462	0.079	837	3462	0.079
824	3087	0.071	830	3462	0.079	838	3462	0.079
825	3465	0.080	831	3462	0.079	839	3087	0.071
826	3465	0.080	832	3087	0.071	840	3462	0.079
827	3087	0.071	833	3462	0.079	841	3462	0.079
828	3462	0.079	834	3462	0.079	842	3462	0.079
829	3087	0.071	835	3462	0.079	843	3087	0.071
830	3462	0.079	836	3462	0.079	844	3462	0.079
831	3462	0.079	837	3462	0.079	845	3462	0.079
832	3087	0.071	838	3462	0.079	846	3462	0.079
833	3462	0.079	839	3462	0.079	847	3087	0.071
834	3462	0.079	840	3462	0.079	848	3462	0.079
835	3087	0.071	841	3462	0.079	849	3462	0.079
836	3462	0.079	842	3462	0.079	850	3462	0.079
837	3462	0.079	843	3462	0.079	851	3087	0.071
838	3087	0.071	844	3462	0.079	852	3462	0.079
839	3462	0.079	845	3462	0.079	853	3462	0.079
840	3462	0.079	846	3462	0.079	854	3462	0.079
841	3087	0.071	847	3462	0.079	855	3462	0.079
842	3462	0.079	848	3462	0.079	856	3462	0.079
843	3462	0.079	849	3462	0.079	857	3462	0.079
844	3087	0.071	850	3462	0.079	858	3462	0.079
845	3462	0.079	851	3462	0.079	859	3462	0.079
846	3462	0.079	852	3087	0.071	860	3462	0.079
847	3087	0.071	853	3462	0.079	861	3462	0.079
848	3462	0.079	854	3462	0.079	862	3462	0.079
849	3462	0.079	855	3462	0.079	863	3462	0.079
850	3087	0.071	856	3462	0.079	864	3462	0.079
851	3462	0.079	857	3462	0.079	865	3462	0.079
852	3462	0.079	858	3462	0.079	866	3462	0.079
853	3462	0.079	859	3462	0.079	867	3462	0.079
854	3087	0.071	860	3462	0.079	868	3462	0.079
855	3462	0.079	861	3462	0.079	869	3462	0.079
856	3462	0.079	862	3462	0.079	870	3462	0.079
857	3087	0.071	863	3462	0.079	871	3462	0.079
858	3462	0.079	864	3462	0.079	872	3462	0.079
859	3462	0.079	865	3462	0.079	873	3462	0.079
860	3087	0.071	866	3462	0.079	874	3462	0.079
861	3462	0.079	867	3462	0.079	875	3462	0.079
862	3462	0.079	868	3462	0.079	876	3462	0.079
863	3087	0.071	869	3462	0.079	877	3462	0.079
864	3462	0.079	870	3462	0.079	878	3462	0.079
865	3462	0.079	871	3462	0.079	879	3462	0.079
866	3087	0.071	872	3462	0.079	880	3462	0.079
867	3462	0.079	873	3462	0.079	881	3462	0.079
868	3462	0.079	874	3462	0.079	882	3462	0.079
869	3087	0.071	875	3462	0.079	883	3462	0.079
870	3462	0.079	876	3462	0.079	884	3462	0.079
871	3462	0.079	877	3462	0.079	885	3462	0.079
872	3087	0.071	878	3462	0.079	886	3462	0.079
873	3462	0.079	879	3462	0.079	887	3462	0.079
874	3462	0.079	880	3462	0.079	888	3462	0.079
875	3087	0.071	881	3462	0.079	889	3462	0.079
876	3462	0.079	882	3462	0.079	890	3462	0.079
877	3462	0.079	883	3462	0.079	891	3462	0.079
878	3087	0.071	884	3462	0.079	892	3462	0.079
879	3462	0.079	885	3462	0.079	893	3462	0.079
880	3462	0.079	886	3462	0.079	894	3462	0.079
881	3087	0.071	887	3462	0.079	895	3462	0.079
882	3462	0.079	888	3462	0.079	896	3462	0.079
883	3462	0.079	889	3462	0.079	897	3462	0.079
884	3087	0.071	890	3462	0.079	898	3462	0.079
885	3462	0.079	891	3462	0.079	899	3462	0.079
886	3462	0.079	892	3462	0.079	900	3462	0.079
887	3087	0.071	893	3462	0.079	901	3462	0.079
888	3462	0.079	894	3462	0.079	902	3462	0.079
889	3462	0.079	895	3462	0.079	903	3462	0.079
890	3087	0.071	896	3462	0.079	904	3462	0.079
891	3462	0.079	897	3462	0.079	905	3462	0.079
892	3462	0.079	898	3462	0.079	906	3462	0.079
893	3087	0.071	899	3462	0.079	907	3462	0.079
894	3462	0.079	900	3462	0.079	908	3462	0.079
895	3462	0.079	901	3462	0.079	909	3462	0.079
896	3087	0.071	902	3462	0.079	910	3462	0.079
897	3462	0.079	903	3462	0.079	911	3462	0.079
898	3462	0.079	904	3462	0.079	912	3462	0.079
899	3087	0.071	905	3462	0.079	913	3462	0.079
900	3462	0.079	906	3462	0.079	914	3462	0.079
901	3462	0.079	907	3462	0.079	915	3462	0.079
902	3087	0.071	908	3462	0.079	916	3462	0.079
903	3462	0.079	909	3462	0.079	917	3462	0.079
904	3462	0.079	910	3462	0.079	918	3462	0.079
905	3087	0.071	911	3462	0.079	919	3462	0.079
906	3462	0.079	912	3462	0.079	920	3462	0.079
907	3462	0.079	913	3462	0.079	921	3462	0.079
908	3087	0.071	914	3462	0.079	922	3462	0.079
909	3462	0.079	915	3462	0.079	923	3462	0.079
910	3462	0.079	916	3462	0.079	924	3462	0.079
911	3087	0.071	917	3462	0.079	925	3462	0.079
912	3462	0.079	918	3462	0.079	926	3462	0.079
913	3462	0.079	919	3462	0.079	927	3462	0.079
914	3087	0.071	920	3462	0.079	928	3462	0.079
915	3462	0.079	921	3462	0.079	929	3462	0.079
916	3462	0.079	922	3462	0.079	930	3462	0.079
917	3087	0.071	923	3462	0.079	931	3462	0.079
918	3462	0.079	924	3462	0.079	932	3462	0.079
919	3462	0.079	925	3462	0.079	933	3462	0.079
920	3087	0.071	926	3462	0.079	934	3462	0.079
921	3462	0.079	927	3462	0.079	935	3462	0.079
922	3462	0.079	928	3462	0.079	936	3462	0.079
923	3087	0.071	929	3462	0.079	937	3462	0.079
924	3462	0.079	930	3462	0.079	938	3462	0.079
925	3462	0.079	931	3462	0.079	939	3462	0.079
926	3087	0.071	932	3462	0.079	940	3462	0.079
927	3462	0.079	933	3462	0.079	941	3462	0.079
928	3462	0.079	934	3462	0.079	942	3462	0.079
929	3087	0.071	935	3462	0.079	943	3462	0.079
930	3462	0.079	936	3462	0.079	944	3462	0.079
931	3462	0.079	937	3462	0.079	945	3462	0.079
932	3087	0.071	938	3462	0.079	946	3462	0.079
933	3462	0.079	939	3462	0.079	947	3462	0.079
934	3462	0.079	940	3462	0.079	948	3462	0.079
935	3087	0.071	941	3462	0.079	949	3462	0.079
936	3462	0.079	942	3462	0.079	950	3462	0.079
937	3462	0.079	943	3462	0.079	951	3462	0.079
938	3087	0.071	944	3462	0.079	952	3462	0.079
939	3462	0.079	945	3462	0.079	953	3462	0.079
940	3462	0.079	946	3462	0.079	954	3462	0.079
941	3087	0.071	947	3462	0.079	955	3462	0.079
942	3462	0.079	948	3462	0.079	956	3462	0.079
943	3462	0.079	949	3462	0.079	957	3462	0.079
944	3087	0.071	950	3462	0.079	958	3462	0.079
945	3462	0.079	951	3462	0.079	959	3462	0.079
946	3462	0.079	952	3462	0.079	960	3462	0.079
947	3087	0.071	953	3462	0.079	961	3462	0.079
948	3462	0.079						



LOT TABLE			LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
804	3405	0.080	829	3087	0.071	876	2402	0.076
805	3087	0.071	831	5553	0.127	879	2402	0.076
806	2402	0.076	832	5553	0.127	880	2087	0.071
807	2402	0.076	833	2087	0.071	881	3405	0.080
808	3087	0.071	834	3405	0.080	882	3405	0.080
809	3405	0.080	835	3405	0.080	883	3087	0.071
810	2402	0.076	836	3087	0.071	884	2402	0.076
811	3087	0.071	837	3405	0.080	885	2402	0.076
812	2402	0.076	838	2402	0.076	886	3087	0.071
813	3405	0.080	839	3087	0.071	887	3405	0.080
814	3087	0.071	840	3405	0.080	888	3405	0.080
815	3405	0.080	841	3405	0.080	889	3087	0.071
816	2402	0.076	842	3087	0.071	890	3405	0.080
817	3087	0.071	843	2402	0.076	891	2402	0.076
818	3405	0.080	844	3405	0.080	892	3087	0.071
819	3405	0.080	845	3087	0.071	893	3405	0.080

LINE TABLE	
LINE #	3402/3087 LENGTH
LS	3405/3405 22.67'
LR	3405/3405 22.67'



FINAL PLAT



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 17, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Rancho Mercado Parcel A18W” dated July 31, 2019, a 20.725 acre property generally located in the Rancho Mercado PAD north of Happy Valley Road and east of Rancho Mercado Parkway.

Motion:

I move to approve the Final Plat entitled, “Rancho Mercado Parcel A18W” dated July 31, 2019.

Background:

Brookfield Holdings (Mercado), LLC on behalf of William Lyon Homes, seeks approval of a Final Plat for a six-pack style development for 144 lots in a portion of Parcel A18 of the Rancho Mercado PAD.

Objective Analysis:

This Final Plat will create 144 lots and a total density of 6.9 dwelling units per acre which is consistent with the approved Rancho Mercado PAD and the approved preliminary plat.

Policy Compliant:

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

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS18-083 - RM A18W - Final Plat - Staff Report
2. 01 - FS18-083 - RM A18W - Final Plat
3. FS18-083 - RM A18W - Final Plat - PowerPoint

Final Plat

REPORT TO THE CITY COUNCIL

1 **Case:** **FS18-083**
2
3 **Project Name:** Rancho Mercado Parcel A18W
4
5 **Council District:** **1 – ACACIA**
6
7 **Meeting Date:** **September 17, 2019**
8
9 **Planner:** Sergio Angulo
10
11
12 **Owner:** Brookfield Holdings (Mercado), LLC
13
14 **Applicant:** William Lyon Homes
15
16 **Request:** Final Plat for Rancho Mercado Parcel A18W
17
18 **Site Location:** North of Happy Valley Road and east of the Rancho Mercado
19 Parkway
20
21 **Site Size:** 20.725 Acres
22
23 **Density:** 6.9 DU/Ac
24
25 **General Plan**
26 **Conformance:** The proposal is consistent with the Surprise General Plan 2035
27 as proposed under case FS18-083.
28
29 **Support/Opposition:** None known.
30
31 **Recommendation:** None

32 **Background:**

33
34 **November 10, 2007:** The subject property was annexed into the City of Surprise by the
35 Mayor and City Council.

36 **October 11, 2007:** The Mayor and City Council approved the Rancho Mercado Planned
37 Area Development (PAD).

38 **January 5, 2016:** The Mayor and City Council approved the Preliminary Plat for Rancho
39 Mercado Unit 1 which includes the subject property.

40 **March 10, 2016:** A Concept Review meeting was held for the current proposal under case
41 CR16-094.

42 **February 9, 2018:** The applicant filed a related request for a Final Plat under case FS18-
43 083, the subject case.

44 **Project Description:**

45
46 Brookfield Holdings (Mercado), LLC on behalf of William Lyon Homes, requests approval of
47 the Final Plat for Parcel A18W in the Rancho Mercado Planned Area Development (PAD).
48 The subject parcel is located north of Happy Valley Road and east of Rancho Mercado
49 Parkway. Parcel A18W is zoned PAD and has a land use designation of Medium Density
50 Residential.

51
52 Onsite the applicant proposes a six-pack style development for 144 lots. This parcel includes
53 a 2.2-acre open space/recreation tract (Tract 18W B) which includes amenities such as a
54 community pool, playground equipment, BBQ area, a ramada, and a large open turf area.
55 These amenities will also serve the residents of Parcel A18E which is located to the east of
56 the subject parcel.

57
58 **Findings:**

- 59
60
 - The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - The proposed Final Plat is consistent with the Rancho Mercado PAD and the SUDC.
 - The proposed Final Plat is in substantial conformance with the approved Preliminary
63 Plat under case FS15-069.

64

65 **Attachments:**

66
67 01 Final Plat

68
69 **Enclosure:**

70
71 Sealed mylars

FINAL PLAT
OF
RANCHO MERCADO PARCEL A18W
A PORTION OF THE SOUTH HALF OF SECTION 4 AND THE NORTH HALF OF SECTION 9,
TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

KNOW ALL PERSONS BY THESE PRESENTS:

- THAT BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREINAFTER "OWNER", HAS SUBDIVIDED UNDER THE NAME "RANCHO MERCADO PARCEL A18W", LOCATED WITHIN A PORTION OF THE SOUTH HALF OF SECTION 4 AND THE NORTH HALF OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.
- "OWNER" HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE PLAT.
- ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY "OWNER" WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.
- "OWNER" HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.
- "OWNER" HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS FINAL PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITY.
- THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS FINAL PLAT OR ANY PARCEL THEREOF.
- "OWNER" HEREBY WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS FINAL PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS FINAL PLAT, HAS CONSENTED TO OR JOINED IN THIS FINAL PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDERS OFFICE OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS FINAL PLAT IS RECORDED.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.
- THE VEHICULAR NON ACCESS EASEMENTS " VNAE " ARE HEREBY DEDICATED TO THE RANCHO MERCADO COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS AND IS INTENDED TO PREVENT VEHICULAR TRAFFIC BETWEEN TRACTS AND LOTS WITH THE EXCEPTION OF PUBLIC UTILITY USES. SAID " VNAE " AS DEDICATED HEREON WILL CROSS PUBLIC UTILITY EASEMENTS "PUE" ALSO GRANTED HEREON, IN MULTIPLE LOCATIONS. THESE " VNAE " ARE NOT INTENDED TO PREVENT AUTHORIZED AGENTS OF THE PUBLIC UTILITY COMPANIES FROM CROSSING SAID " VNAE " DURING THE COURSE OF INSTALLATION, USE, MAINTENANCE AND REPAIR OF THE UTILITIES LOCATED IN SAID PUBLIC UTILITY EASEMENT "PUE".
- ALL TRACTS ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
- TRACTS PLATTED HEREON ARE DEDICATED FOR THE PURPOSES AS NOTED IN THE TRACT TABLE ON THIS FINAL PLAT AND SHALL BE MAINTAINED BY RANCHO MERCADO COMMUNITY ASSOCIATION.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EXCLUSIVE EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS A WATER AND SEWER LINE EASEMENT, FOR THE PURPOSES OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER/SEWER LINES, MANHOLES AND WATER VALVES.
- "OWNER" HEREBY DEDICATES TO THE CITY OF SURPRISE A DISCHARGE EASEMENT OVER AND ACROSS TRACT "18W A" GIVING THE CITY OF SURPRISE ALL RIGHTS OF DISCHARGE CAUSED BY THE OPERATION AND MAINTENANCE OF THE WELL, OVER AND ACROSS TRACT "18W A".

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS DAY OF _____, 2019.

BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: _____

ITS: _____

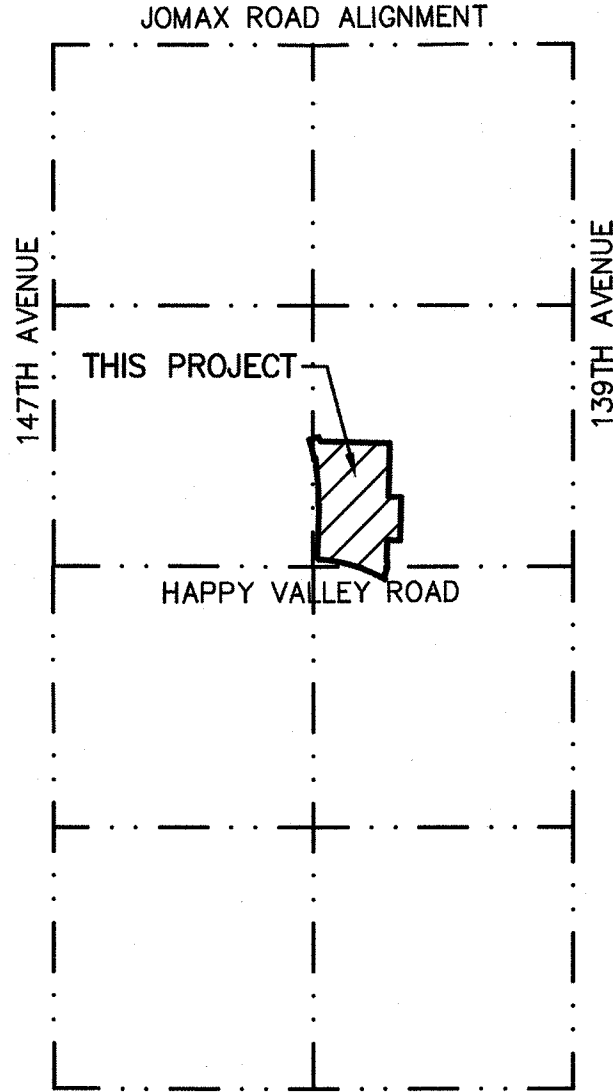
NOTARY ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY ANDREW BRAUSA, THE SENIOR VICE PRESIDENT OF BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



VICINITY MAP
SECTION 4 & 9, T4N, R1W

RANCHO MERCADO COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, KAREN BEACOM, DULY ELECTED PRESIDENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

BY: _____ ITS PRESIDENT
KAREN BEACOM

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

ON THIS _____ DAY OF _____, 2019, KAREN BEACOM PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HERSELF TO BE THE PRESIDENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AND THAT SHE, AS PRESIDENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ MY COMMISSION EXPIRES _____ DATE
NOTARY PUBLIC

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ DATE
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY, OF _____, 2019.

MAYOR

DATE

ATTEST:

CITY CLERK

DATE

AREA CALCULATIONS

TRACTS 18W A, 18W B, 18W C, 18W D & 18W F	271,453 SQ.FT.	6.232 AC
LOTS = 144	477,655 SQ.FT.	10.985 AC
PRIVATE ROADWAY-TRACT E	153,660 SQ.FT.	3.528 AC
TOTAL	902,768 SQ.FT.	20.725 AC

SHEET INDEX

DESCRIPTION	SHEET NO
COVER SHEET	1
KEY MAP, LEGAL DESCRIPTION	2
PLAT SHEETS	3-7

OWNER/DEVELOPER

BROOKFIELD HOLDINGS (MERCADO) LLC,
A DELAWARE LIMITED LIABILITY COMPANY
250 VESEY STREET, 15TH FLOOR
NEW YORK, NEW YORK 10281
PHONE NO: 212-301-2393
CONTACT: ANDREW BRAUSA, SENIOR VICE PRESIDENT

RELEASE OF LIABILITY

- BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIRFORCE ("USAF") AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.
- BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.
- BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE RIGHT OF WAY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT OF WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

PUBLIC NOTICE

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

100 YEAR ASSURED WATER SUPPLY LANGUAGE

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS NO. 2010-012, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

GENERAL NOTES

- IN ACCORDANCE WITH A.R.S. §9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. §42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND #14710, WHEN APPLICABLE.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- HAPPY VALLEY ROAD WILL BECOME A 6 LANE MAJOR ARTERIAL AT SOME FUTURE POINT.
- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY OF 2000 GPM @ 2 HOURS @ 20 PSI RESIDUAL.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS15-069.
- A PORTION OF THE PROPERTY IS LOCATED WITHIN THE AREA HAVING FLOOD ZONES "X", "A" AND "AE", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAPS NO. 04013C1210L AND NO. 04013C1230L, 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, AS MAY BE AMENDED FROM TIME TO TIME.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF THE LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPE MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPE AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE CASE FS10-210 OR AS SUBSEQUENTLY AMENDED.
- THE CITY OF SURPRISE HAS NO RESPONSIBILITY TO IMPROVE OR MAINTAIN THE PRIVATE STREETS CONTAINED WITHIN OR PRIVATE STREETS PROVIDING ACCESS TO THE PROPERTY DESCRIBED IN THIS PLAT. PRIVATE STREETS SHALL BE MAINTAINED TO CITY STANDARDS BY THE DEVELOPER OR AN AUTHORIZED HOMEOWNERS ASSOCIATION AT SAID DEVELOPER OR ASSOCIATIONS EXPENSE.

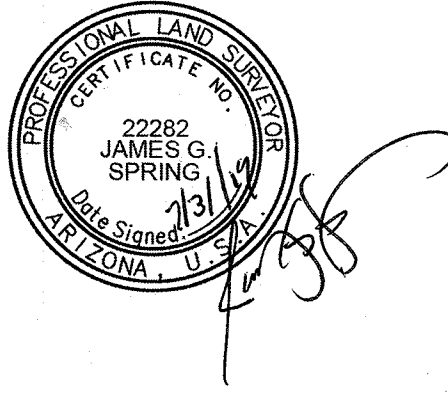
BASIS OF BEARING

THE WEST-EAST, MID-SECTION LINE OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN WHICH BEARS S89°46'48"E A DISTANCE OF 5255.54' THIS POSITION WAS DERIVED FROM THE ESTABLISHED NGS POINTS DV0080 & AJ3867. PROJECT THEN SCALED TO GROUND AT A COMBINED SCALE FACTOR OF 1.00013766895 AND VERIFIED AGAINST GDACS BOOK 834, PG 1. HORIZONTAL ERROR = (0.04') ANGLE ERROR = (00°00'01")

SURVEYOR'S CERTIFICATION

I, JAMES G. SPRING, PLS 22282, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF SEVEN SHEETS REPRESENTS A SURVEY PREPARED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2019; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAMES G. SPRING, PLS 22282
ATWELL, LLC
4700 EAST SOUTHERN AVENUE
MESA, ARIZONA 85206



NOTE:

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

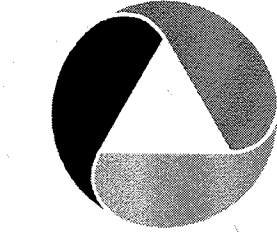


COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A18W
CITY OF SURPRISE, ARIZONA

JULY 2019

REVISIONS:

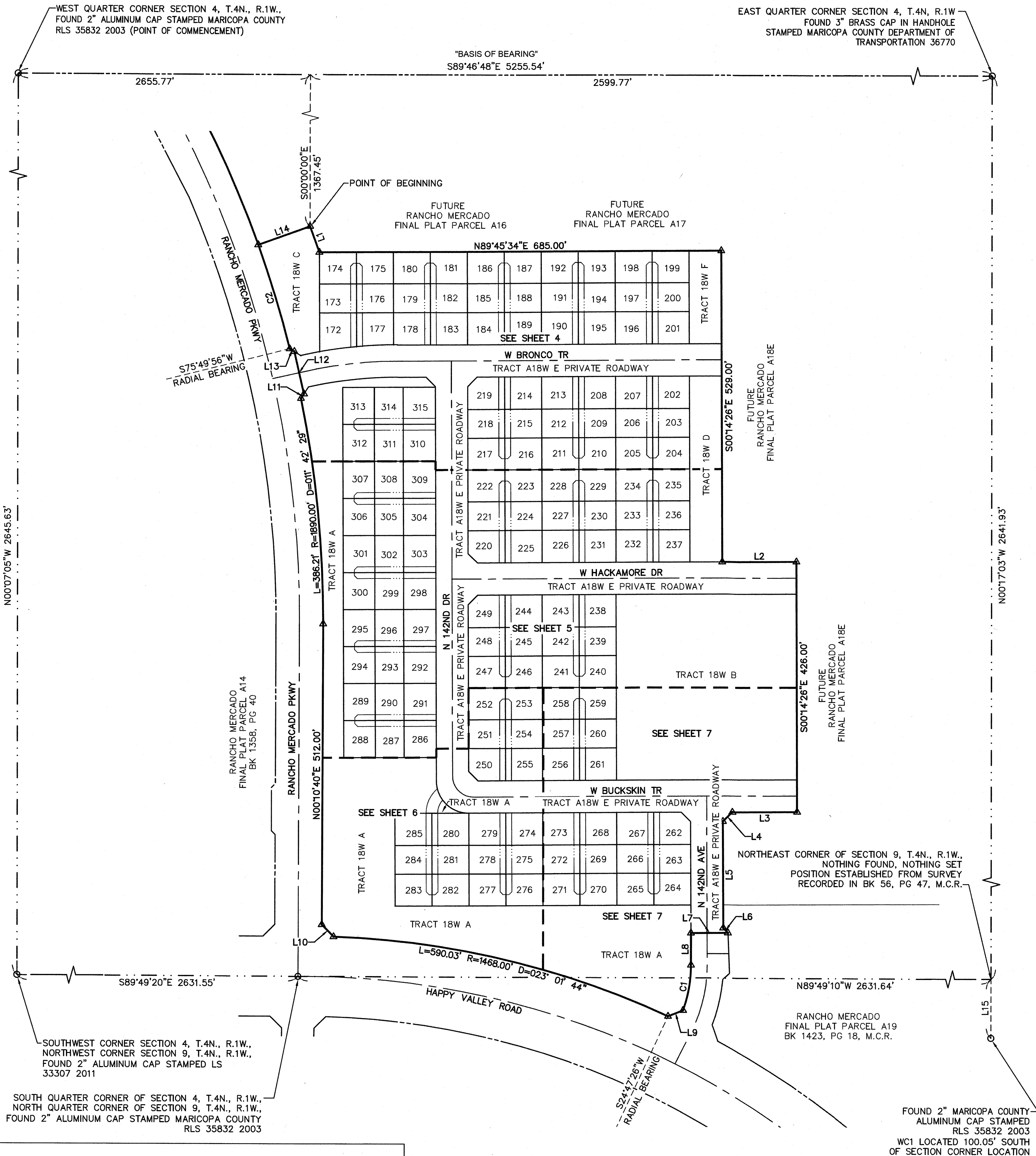


PM. J. SPRING
DR. R. GILES
JOB NO.
09001944

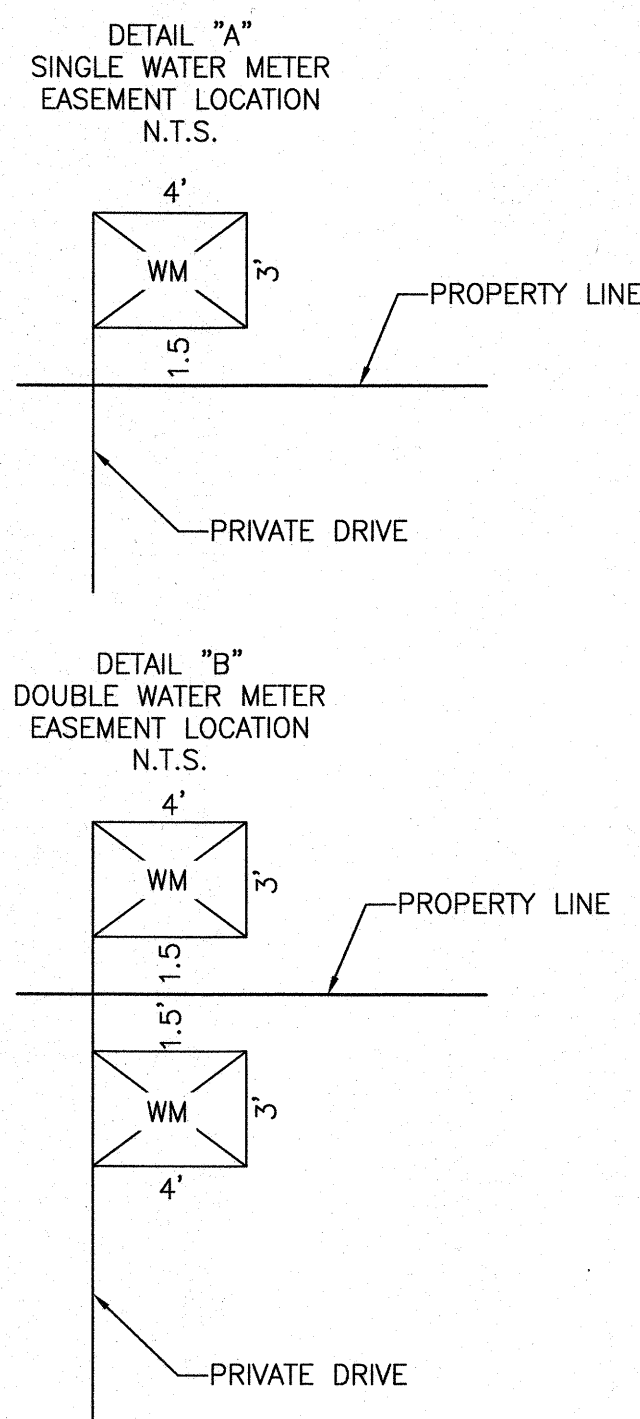
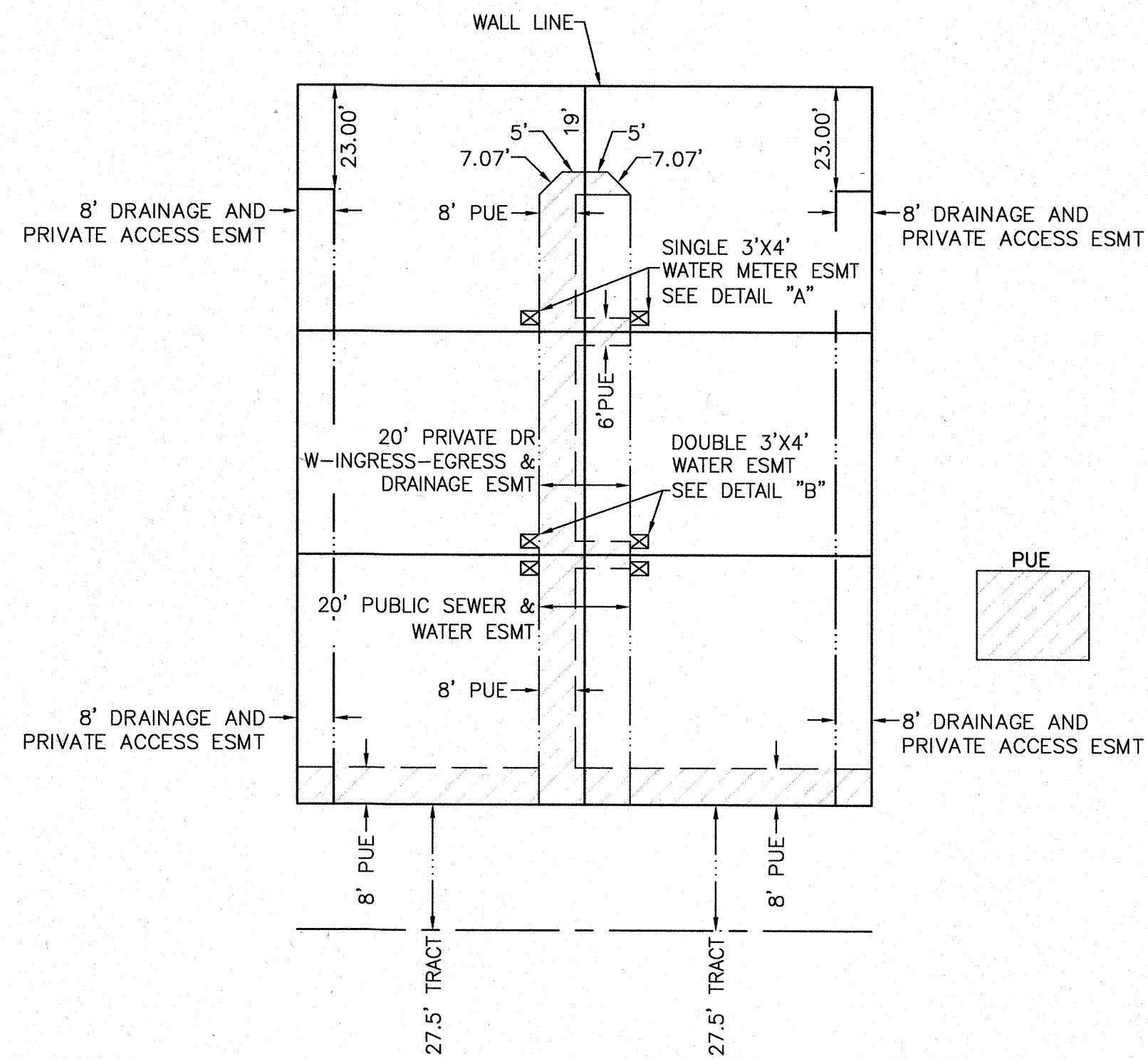
N.T.S.

09001944 PP ALLOWING

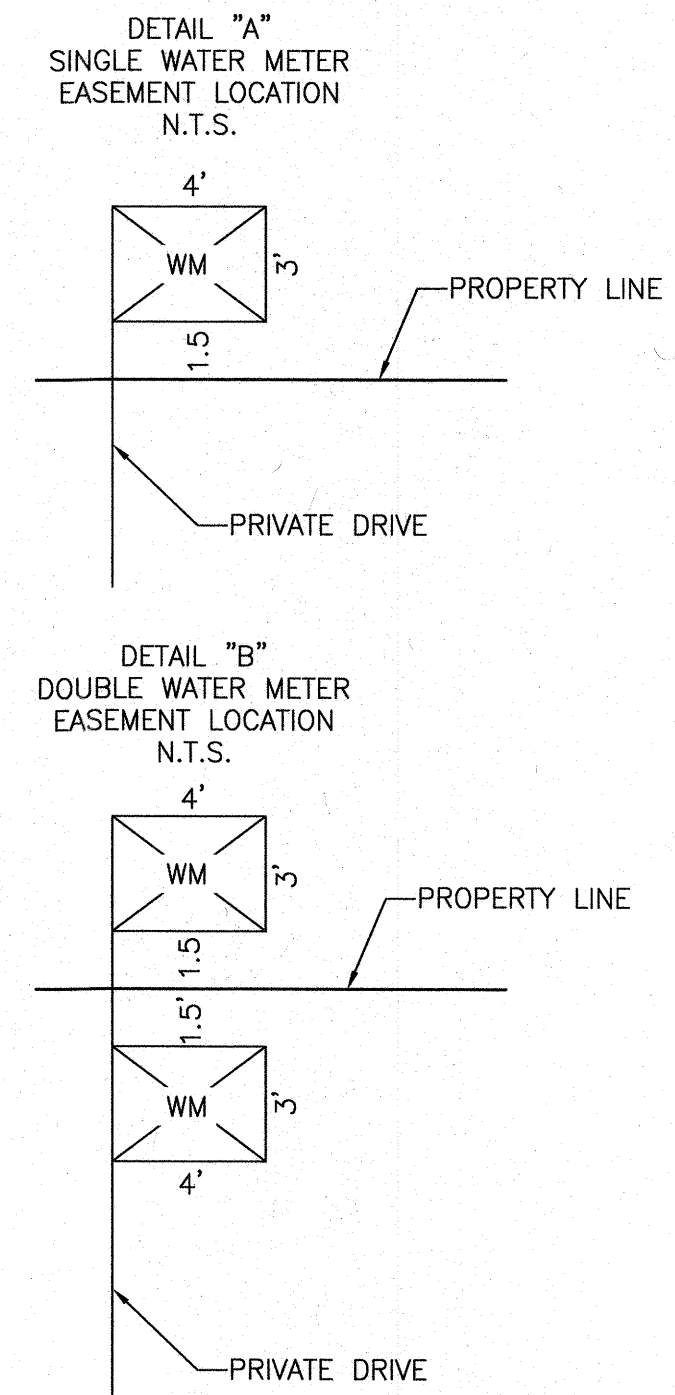
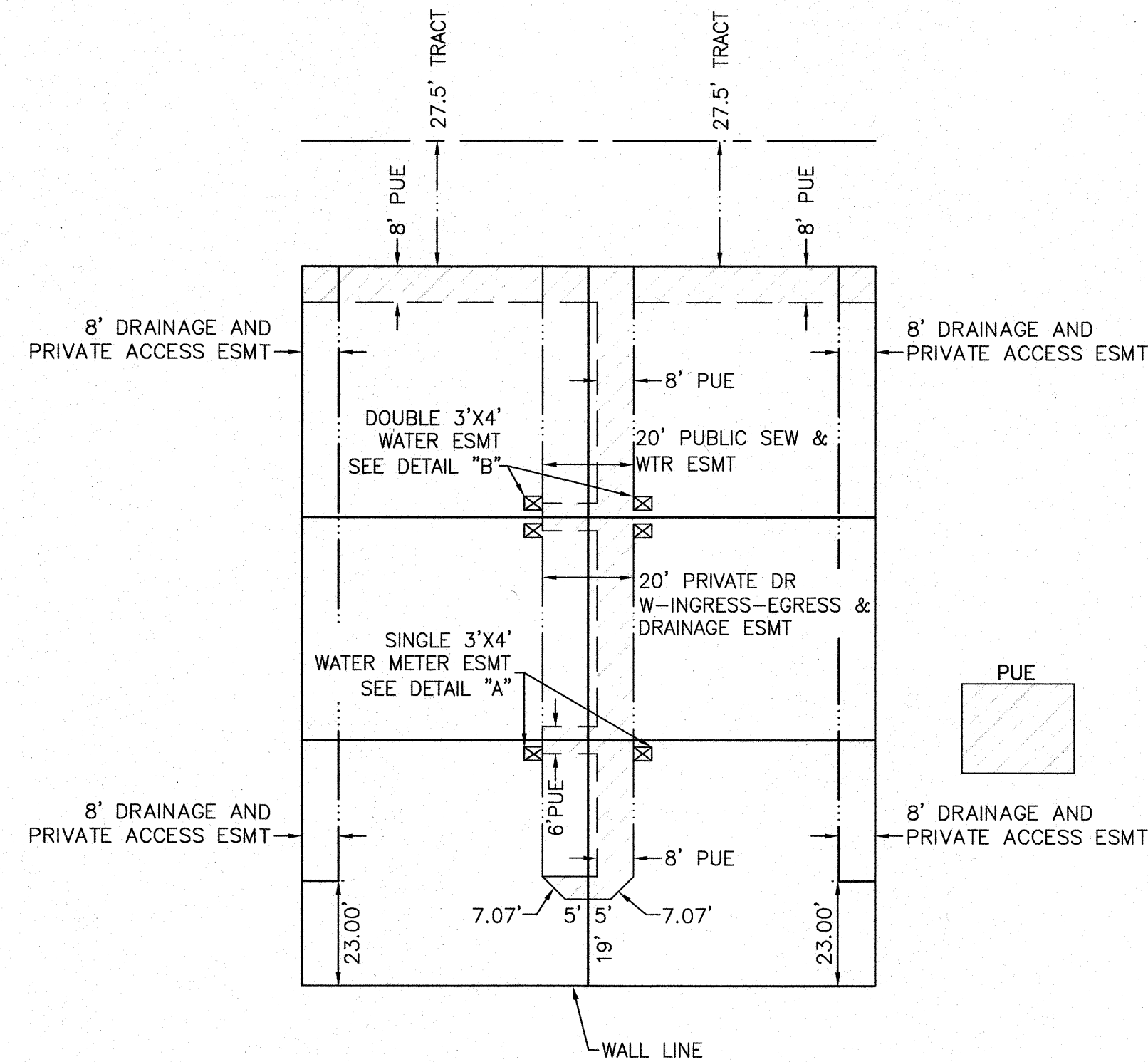
SHEET
NO.
1 OF 7



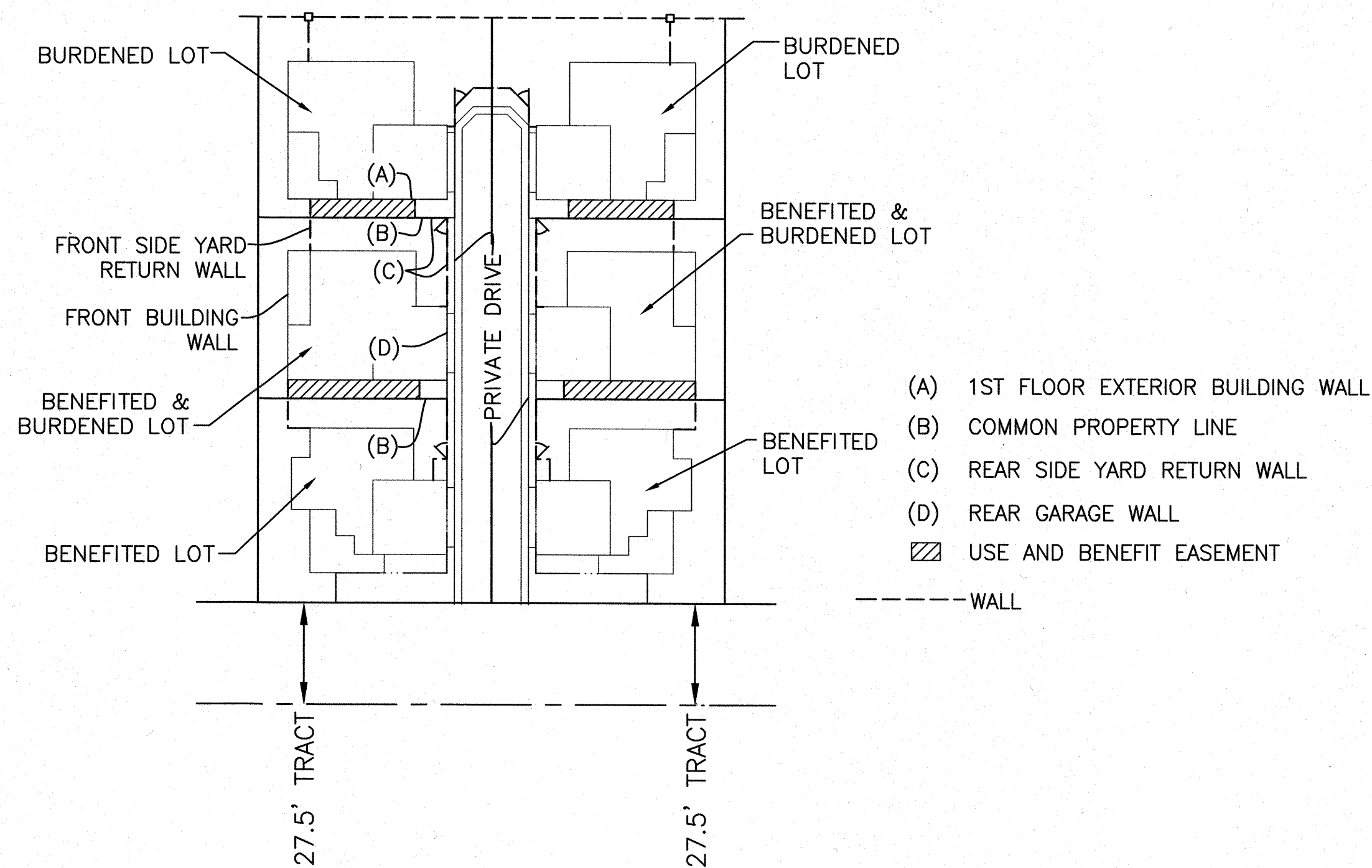
TYPICAL UTILITY EASEMENT DIAGRAM DETAIL FACING NORTH
SCALE 1"=30 FEET



TYPICAL UTILITY EASEMENT DIAGRAM DETAIL FACING WEST AND SOUTH
SCALE 1"=30 FEET

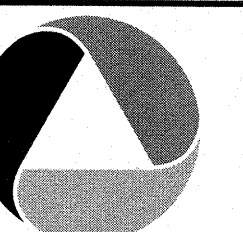


USE AND BENEFIT EASEMENT
N.T.S.



UBE NOTES

- LOTS ON SAID PLAT SHALL HAVE A PRIVATE USE AND BENEFIT EASEMENT (UBE) OF NOT LESS THAN FIVE (5) FEET IN WIDTH (MEASURED FROM THE COMMON PROPERTY LINE TO THE EXTERIOR BUILDING STEM WALL OF THE BURDENED LOT). THE LENGTH OF THE UBE SHALL RUN BETWEEN RETURN FENCES AS ILLUSTRATED ON THE USE BENEFIT EASEMENT DETAIL ON THIS SHEET.
- ALLOWED AND PROHIBITED ENCROACHMENTS WITHIN THE UBE:
ALLOWED TO ENCROACH: LANDSCAPING, UNCOVERED PATIOS, PATHWAYS, DRAINAGE FACILITIES.
PROHIBITED: HARDSCAPE STRUCTURES, INCLUDING POOLS, SPAS, BARBECUE STRUCTURES, A/C UNITS, AND FENCES, EXCEPT SIDE YARD RETURN WALLS.
- ADDITIONAL USES, TERMS AND CONDITIONS GOVERNING THE UBE'S ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS TO BE RECORDED FOR THE PLAT.

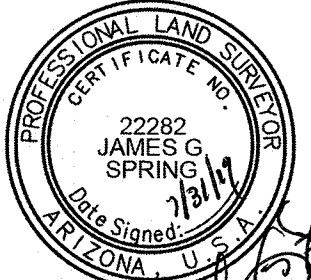




LOT TABLE			LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
172	3896	0.089	190	3465	0.080	208	3465	0.080
173	3087	0.071	191	3087	0.071	209	3087	0.071
174	3402	0.078	192	3402	0.078	210	3402	0.078
175	3402	0.078	193	3402	0.078	211	3402	0.078
176	3087	0.071	194	3087	0.071	212	3087	0.071
177	3538	0.081	195	3465	0.080	213	3465	0.080
178	3465	0.080	196	3465	0.080	214	3465	0.080
179	3087	0.071	197	3087	0.071	215	3087	0.071
180	3402	0.078	198	3402	0.078	216	3402	0.078
181	3402	0.078	199	3402	0.078	217	3402	0.078
182	3087	0.071	200	3087	0.071	218	3087	0.071
183	3465	0.080	201	3465	0.080	219	3337	0.077
184	3465	0.080	202	3465	0.080	310	3465	0.080
185	3087	0.071	203	3087	0.071	311	3087	0.071
186	3402	0.078	204	3402	0.078	312	3402	0.078
187	3402	0.078	205	3402	0.078	313	3402	0.078
188	3087	0.071	206	3087	0.071	314	3087	0.071
189	3465	0.080	207	3465	0.080	315	3465	0.080

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N32°43'42"E	9.32'
L2	N32°43'42"E	13.50'
L3	N12°50'56"W	73.93'
L4	S77°09'04"W	46.16'
L5	N77°09'04"E	4.02'
L6	S58°21'02"E	13.52'
L7	N58°21'02"W	9.34'
L8	N44°45'34"E	22.63'
L9	S45°14'26"E	22.63'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	386.21'	1890.00'	011°42'29"

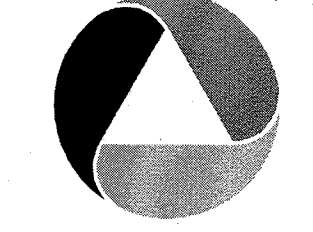


COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A18W
CITY OF SURPRISE, ARIZONA

JULY 2019

REVISIONS:



PM. J. SPRING
DR. R. GILES
JOB NO. 09001944

SCALE 0 15 30
1" = 30 FEET

09001944 FP A18W.DWG

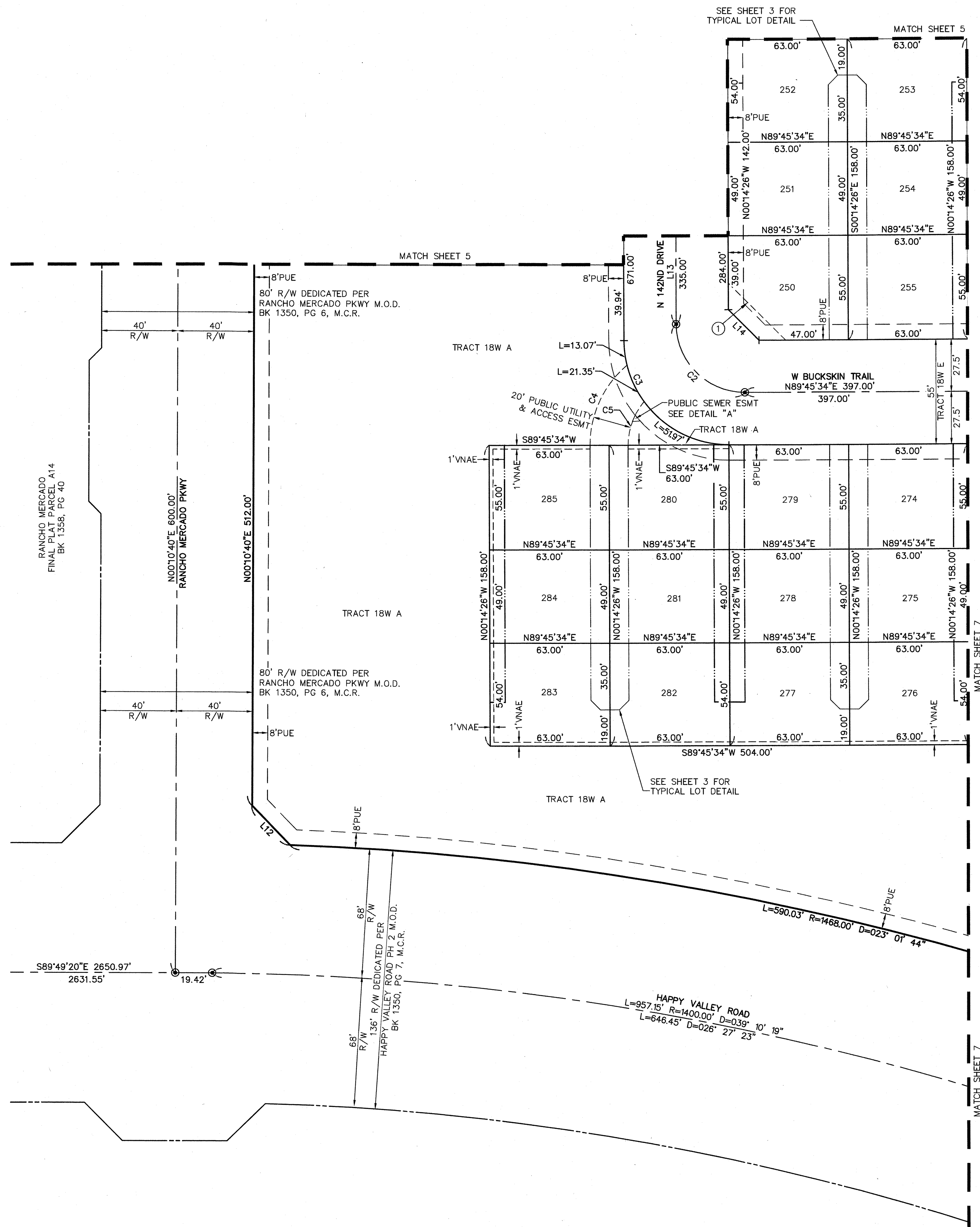
SHEET NO. 4 OF 7



LOT TABLE				LOT TABLE				LOT TABLE			
LOT	AREA	SQ FT	AREA ACRES	LOT	AREA	SQ FT	AREA ACRES	LOT	AREA	SQ FT	AREA ACRES
220	3337		0.077	238	3465		0.080	292	3465		0.080
221	3087		0.071	239	3087		0.071	293	3087		0.071
222	3402		0.078	240	3402		0.078	294	3402		0.078
223	3402		0.078	241	3402		0.078	295	3402		0.078
224	3087		0.071	242	3087		0.071	296	3087		0.071
225	3465		0.080	243	3465		0.080	297	3465		0.080
226	3465		0.080	244	3465		0.080	298	3465		0.080
227	3087		0.071	245	3087		0.071	299	3087		0.071
228	3402		0.078	246	3402		0.078	300	3402		0.078
229	3402		0.078	247	3402		0.078	301	3402		0.078
230	3087		0.071	248	3087		0.071	302	3087		0.071
231	3465		0.080	249	3337		0.077	303	3465		0.080
232	3465		0.080	286	3465		0.080	304	3465		0.080
233	3087		0.071	287	3087		0.071	305	3087		0.071
234	3402		0.078	288	3402		0.078	306	3402		0.078
235	3402		0.078	289	3402		0.078	307	3402		0.078
236	3087		0.071	290	3087		0.071	308	3087		0.071
237	3465		0.080	291	3465		0.080	309	3465		0.080

LINE TABLE		
LINE #	DIRECTION	LENGTH
L10	N45°14'26"W	22.63'
L11	N44°45'34"E	22.63'





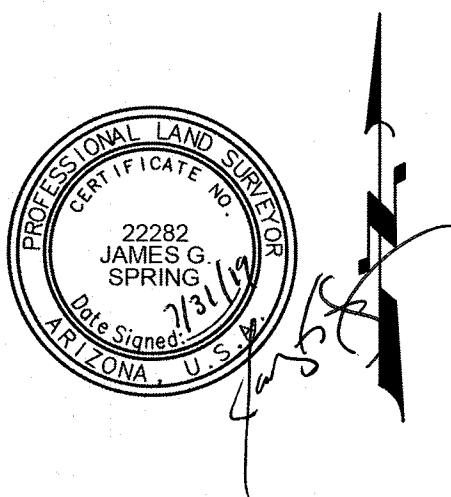
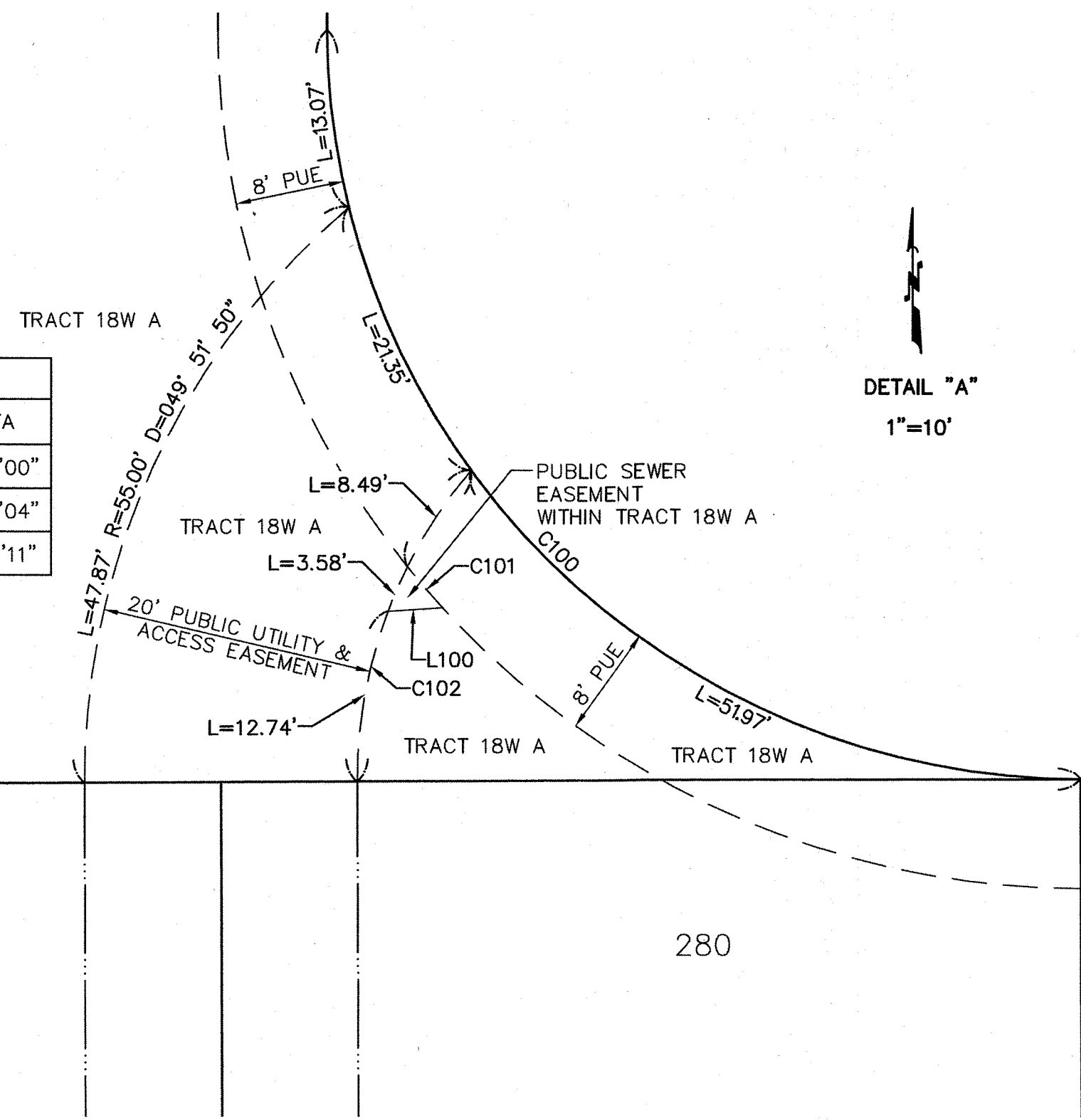
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C100	86.39'	55.00'	090°00'00"
C101	3.98'	63.00'	003°37'04"
C102	24.80'	35.00'	040°36'11"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L100	S86°19'38"W	4.02'

LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
250	3337	0.077	277	3402	0.078
251	3087	0.071	278	3087	0.071
252	3402	0.078	279	3465	0.080
253	3402	0.078	280	3465	0.080
254	3087	0.071	281	3087	0.071
255	3465	0.080	282	3402	0.078
274	3465	0.080	283	3402	0.078
275	3087	0.071	284	3087	0.071
276	3402	0.078	285	3465	0.080

LINE TABLE		
LINE #	DIRECTION	LENGTH
L12	N44°01'25"W	28.68'
L13	N00°14'26"W	706.00'
L14	N45°14'26"W	22.63'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C2	56.55'	36.00'	090°00'00"
C3	86.39'	55.00'	090°00'00"
C4	47.87'	55.00'	049°51'50"
C5	24.80'	35.00'	040°36'11"

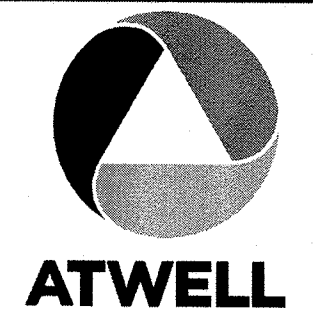


COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A18W
CITY OF SURPRISE, ARIZONA

JULY 2019

REVISIONS:

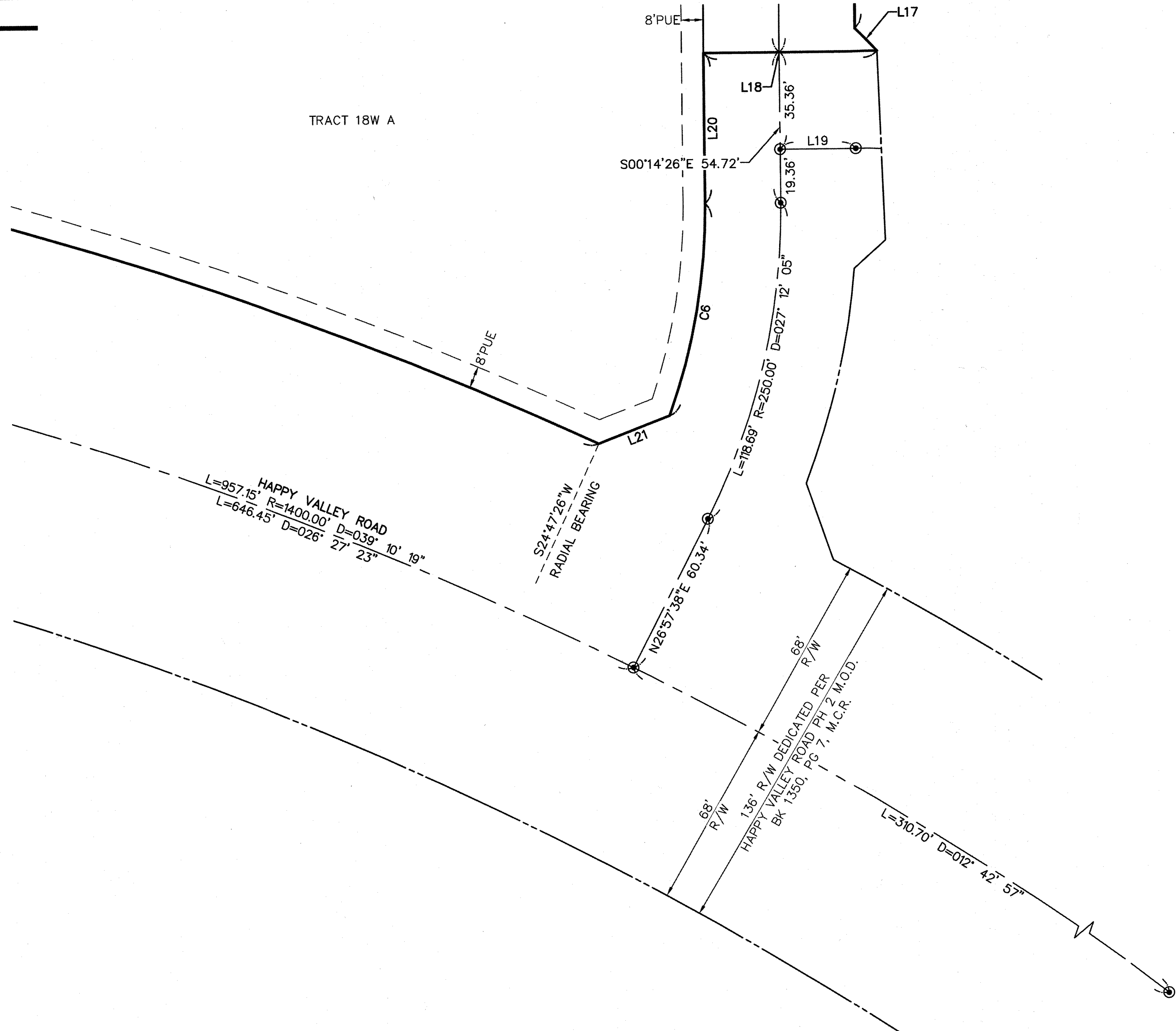
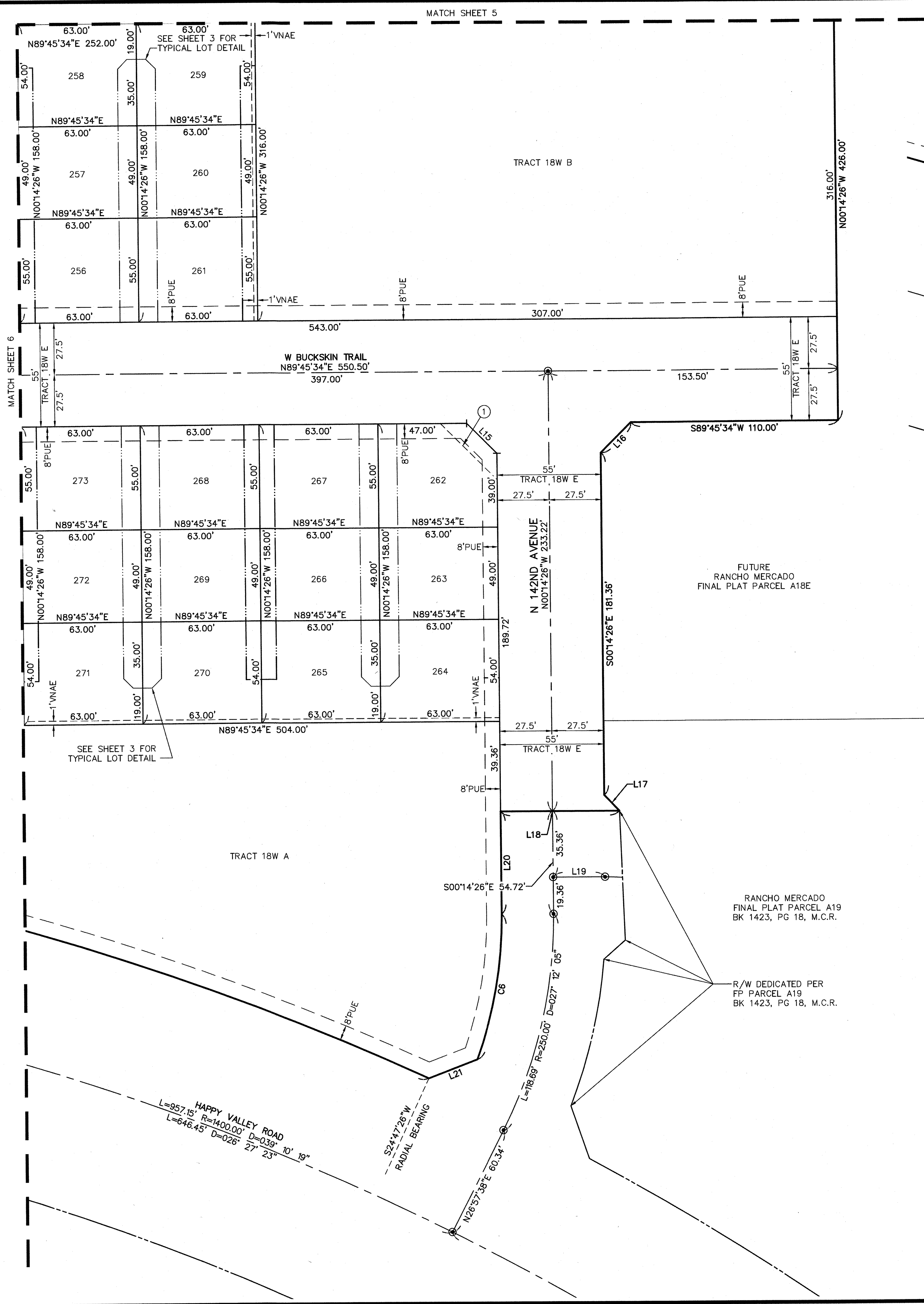


PM. J. SPRING
DR. R. GILES
JOB NO.
09001944

SCALE 0 15 30
1" = 30 FEET

09001944 FP A18W.DWG

SHEET NO.
6 OF 7



PARCEL TABLE			PARCEL TABLE		
TRACT	AREA SQ FT	AREA ACRES	TRACT	AREA SQ FT	AREA ACRES
LOT: 256	3465	0.080	LOT: 265	3402	0.078
LOT: 257	3087	0.071	LOT: 266	3087	0.071
LOT: 258	3402	0.078	LOT: 267	3465	0.080
LOT: 259	3402	0.078	LOT: 268	3465	0.080
LOT: 260	3087	0.071	LOT: 269	3087	0.071
LOT: 261	3465	0.080	LOT: 270	3402	0.078
LOT: 262	3337	0.077	LOT: 271	3402	0.078
LOT: 263	3087	0.071	LOT: 272	3087	0.071
LOT: 264	3402	0.078	LOT: 273	3465	0.080

LINE TABLE		
LINE #	DIRECTION	LENGTH
L15	S45°14'26"E	22.63'
L16	S44°45'34"W	22.63'
L17	S43°56'57"E	11.57'
L18	S89°45'34"W	62.99'
L19	N89°45'34"E	27.50'
L20	S00°14'26"E	54.50'
L21	N68°50'58"E	27.62'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C6	78.38'	222.50'	020°10'59"

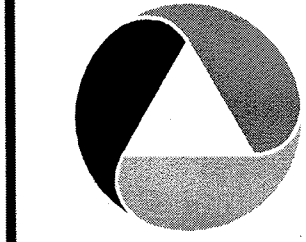


COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A18W
CITY OF SURPRISE, ARIZONA

JULY 2019

REVISIONS:



P.M. J. SPRING
DR. R. GILES
JOB NO. 09001944

SCALE 0 15 30
1" = 30 FEET

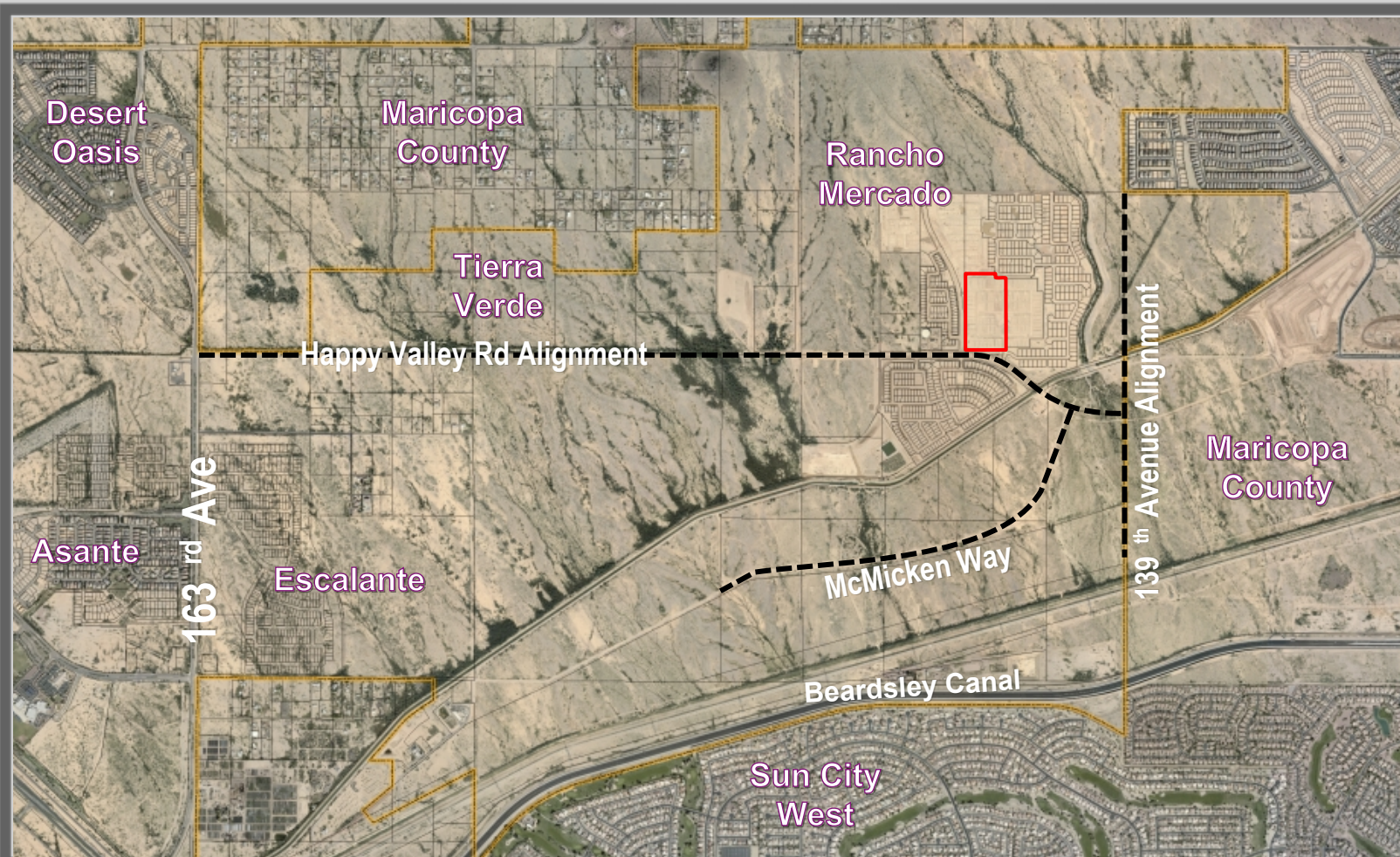
09001944 FP A18W.DWG

SHEET NO. 7 OF 7



Rancho Mercado A18W Final Plat

City Council
September 17, 2019



VICINITY MAP

Page 104 of 308

NORTH DEGREE-TWENTY

A PORTION OF THE SOUTH HALF OF SECTION 4 AND THE NORTH HALF OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE 6th AND 7th RANGES, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY AS FOLLOWS:

(COMMENCING AT A POINT 3/4 ALUMINUM CHIP STAMPED MARICOPA CO.ILS 19842 2000, LOCATED AS THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 1 WEST, FROM WHICH A PLAIN 3/4 BRASS CAP IN PARALLEL STRIPED MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION 36703) ACCEPTED AS A MONUMENT, BEARS S89W04N01E A DISTANCE OF 5255.54 FEET.

THENCE ALONG THE WEST-AND-WEST-SOUTH LINE OF SAID SECTION 4, THEREAFTER A DISTANCE OF 3888.27 FEET.

THENCE, LEAVING THIS WEST-40°-40' BEARING LINE AND EAST BEARING A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.
 THENCE, S 40°40' E A DISTANCE OF 46.00 FEET;
 THENCE, N 60°40' E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;
 THENCE, S 60°40' E A DISTANCE OF 100.00 FEET;
 THENCE, S 40°40' E A DISTANCE OF 46.00 FEET;
 THENCE, S 40°40' E A DISTANCE OF 10.00 FEET;
 THENCE, S 40°40' E A DISTANCE OF 22.00 FEET;
 THENCE, S 40°40' E A DISTANCE OF 100.00 FEET;
 THENCE, S 45°00' E A DISTANCE OF 7.51 FEET;
 THENCE, S 80°40' E A DISTANCE OF 52.00 FEET;
 THENCE, S 40°40' E A DISTANCE OF 6.34 FEET TO THE BEGINNING OF A CURVED LINE CORRESPONDING TO THE ARC OF A CIRCLE OF 100.00 FEET;
 THENCE, S 100°00' E ALONG SAID CURVE AND LENGTH OF 76.38 FEET TO A POINT OF 100.00 FEET AND AN ANGLE OF 27°00';
 THENCE, S 40°40' E A DISTANCE OF 27.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE ALONG SAID ROAD;
 THENCE, S 100°00' E ALONG SAID CURVE AND ARC LENGTH OF 190.63 FEET TO A POINT OF 100.00 FEET AND THE RADIAL BEARING OF 131°00' TO A CENTRAL ANGLE OF 27°00';
 THENCE, S 40°40' E A DISTANCE OF 10.00 FEET;
 THENCE, S 40°40' E A DISTANCE OF 22.00 FEET TO THE BEGINNING OF A TANGENT CURVE CORRESPONDING TO THE LEFT;
 THENCE, S 100°00' E ALONG SAID CURVE AND ARC LENGTH OF 280.21 FEET TO A POINT OF 100.00 FEET AND AN ANGLE OF 17°00';
 THENCE, N 60°40' E A DISTANCE OF 9.00 FEET;
 THENCE, S 60°40' E A DISTANCE OF 72.00 FEET;
 THENCE, S 40°40' E A DISTANCE OF 6.34 FEET TO THE BEGINNING OF A CURVED LINE CORRESPONDING TO THE ARC OF A CIRCLE OF 100.00 FEET;
 THENCE, S 100°00' E ALONG SAID CURVE AND ARC LENGTH OF 190.63 FEET TO A POINT OF 100.00 FEET AND THE RADIAL BEARING OF 131°00' TO A CENTRAL ANGLE OF 27°00';
 THENCE, S 40°40' E A DISTANCE OF 6.34 FEET TO THE POINT OF BEGINNING.

DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE ZONING
CASE #200-210 DE NO SUBSEQUENTLY AMENDED.

TRACT		TRACT TYPE		LOADS
TRACT 100 A	132,072	2,030		OPEN SPACE, GRASSLAND, COMMUNITY ADRENIES, WELLS, STORAGE TANKS, OVERFLOW EXISTENCE, ACCESS EXISTENCE, DENSE EXISTENCE & PUE
TRACT 100 B	83,012	2,227		OPEN SPACE, GRASSLAND, RECREATION, COMMUNITY ADRENIES & PUE
TRACT 100 C	132,408	3,251		OPEN SPACE, COMMUNITY ADRENIES, DENSE EXISTENCE & PUE
TRACT 100 D	11,380	3,399		OPEN SPACE, COMMUNITY ADRENIES & PUE
TRACT 100 E	125,880	2,526		PRUDENT ADRENIES (INCLUDING PAVEMENT, CURB & GUTTER AND SIDEWALKS) & PUE
TRACT 100 F	8,800	0,199		OPEN SPACE
TOTAL	655,115	9,178		



LINE TABLE			LINE THICK		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S89°43'12"E	48.88	L8	S88°32'38"W	27.62
L2	S88°42'34"W	128.00	L9	N40°01'23"E	28.88
L3	S89°00'34"W	118.00	L11	N32°02'42"E	9.32
L4	S89°00'34"W	23.62	L12	N72°00'34"E	35.82
L5	S88°42'34"W	18.80	L13	N08°01'02"E	9.88
L6	S87°56'37"E	15.87	L14	N79°14'48"E	93.87
L7	S88°00'34"W	82.88	L15	N00°02'37"E	100.88
L8	S89°43'12"E	54.50			

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	79.36'	222.58'	029°40'04"
C2	86.20'	189.02'	009°30'00"

.....	SUBMISSION INDICATOR
.....	POINT OF WAY LINE
.....	EXISTING POINT OF WAY LINE
.....	CEILING
.....	EXISTING EXHAUST LINE
.....	PROPOSED EXHAUST LINE
.....	SECTION LINE
.....	ADJACENT SECTION LINE
.....	IF DRAINAGE AND PRIVATE ACCESS EXHAUST
.....	SUBMISSION CORRESPOND TO BE SET
.....	FOUR MOVEMENT AS NOTED
.....	CEILING ANCHORAGE
.....	ITS SET BY CITY OF SURROUND STANDARDS
.....	STREET FRONT VENTILATION EXHAUST
.....	MODULAR NON-ACCESS EXHAUST
.....	PLANE
.....	PUBLIC UTILITY EXHAUST
.....	NOY OF DEGRADATION
.....	WARRANTY QUALITY RECIPIENT
.....	RIGHT-OF-WAY
.....	DELTA
.....	CURVE PAIR NUMBER
.....	THE THREE NUMBER
.....	FRANK PLAT
.....	FAIRLY



Page 105 of 308

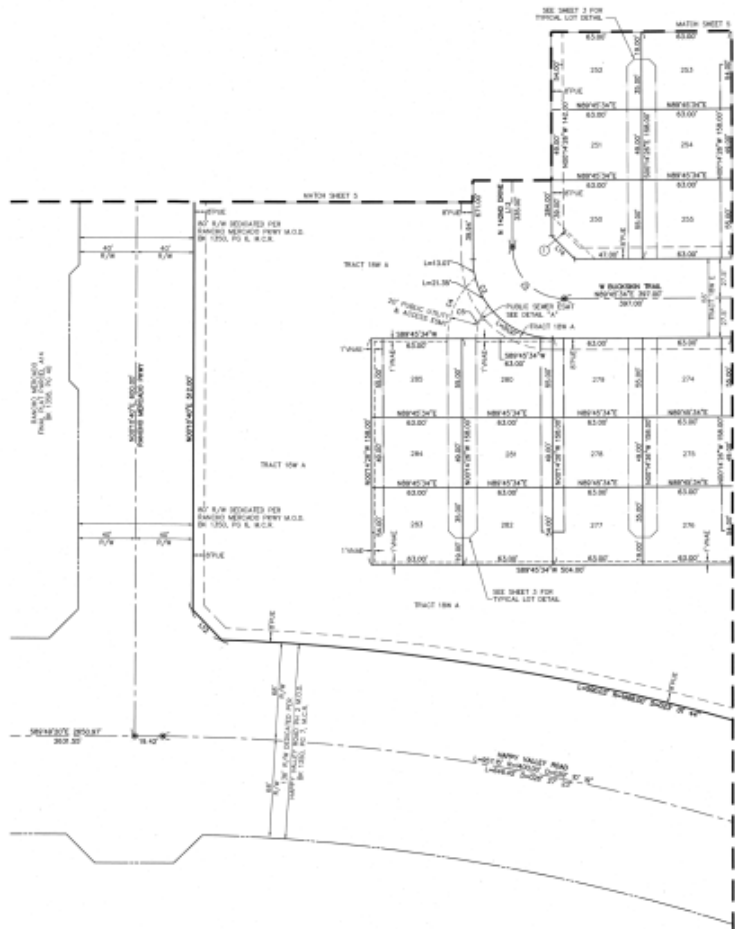


LINE THREE		
LINE #	DIRECTION	LENGTH
L1	N 32° W 1/2 42° E	9.32'
L2	N 52° W 1/2 42° E	15.50'
L3	N 62° 30' 38" W	73.85'
L4	S 77° 08' 34" W	46.36'
L5	N 77° 08' 34" E	4.83'
L6	S 66° 20' 32" E	15.52'
L7	N 68° 21' 52" W	9.24'
L8	N 44° 02' 54" E	22.82'
L9	S 45° 17' 28" E	32.85'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	386.21'	1890.00'	61°42'28"

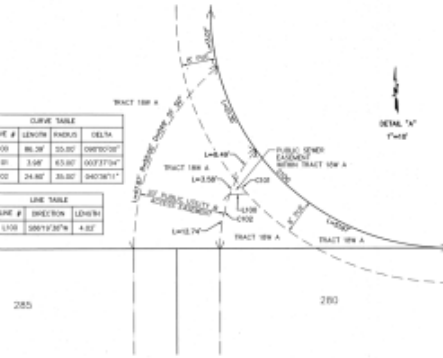
Page 106 of 308





CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C100	86.39'	55.00'	89°07'00"
C101	3.98'	65.00'	50°37'33"
C102	24.80'	35.00'	94°36'11"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L100	S89°17'30"W	4.82'



LOT TABLE			LOT TABLE		
LOT	AREA SQ FT	AREA ACRES	LOT	AREA SQ FT	AREA ACRES
250	5501	0.077	211	3402	0.078
251	3287	0.071	212	3287	0.071
252	3432	0.078	213	3485	0.080
253	3432	0.078	214	3485	0.080
254	5501	0.077	215	3287	0.071
255	3445	0.080	216	3402	0.078
256	3445	0.080	217	3402	0.078
257	3287	0.071	218	3287	0.071
258	3432	0.078	219	3485	0.080

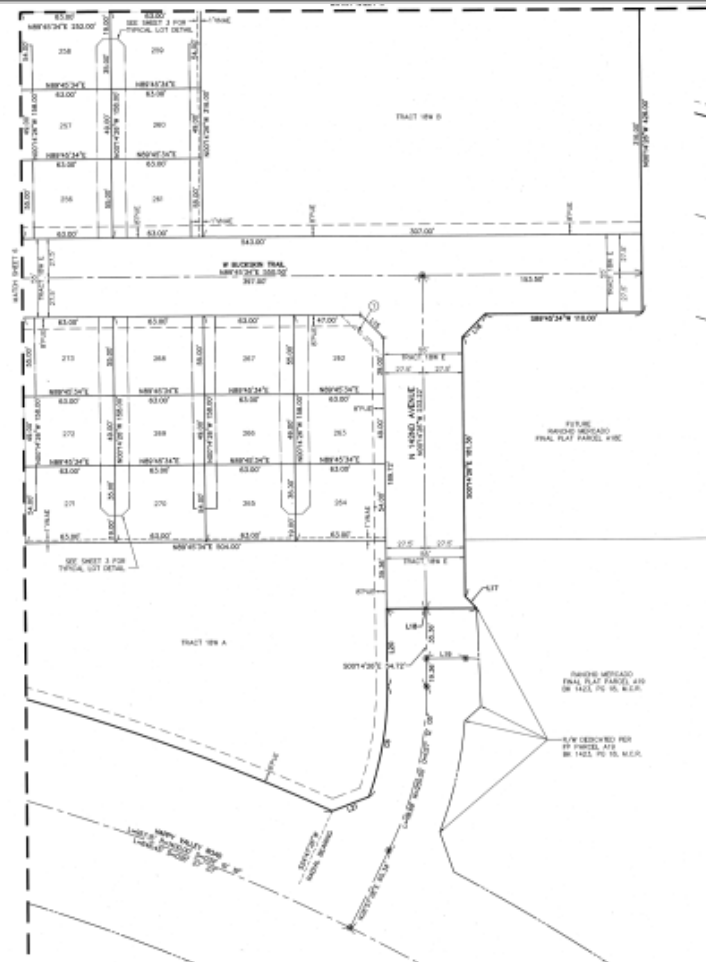
LINE TABLE		
LINE #	DIRECTION	LENGTH
L101	S44°01'25"W	25.85'
L102	S00°17'26"W	158.60'
L103	S45°14'26"W	22.82'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C2	58.00'	36.00'	89°07'00"
C3	86.39'	55.00'	89°07'00"
C4	47.82'	55.00'	64°36'11"
C5	24.80'	35.00'	94°36'11"



FINAL PLAT

FINAL PLAT



TRACT	AREA SQ FT	AREA ACRES	TRACT	AREA SQ FT	AREA ACRES
LOT 256	3465	0.080	LOT 265	3462	0.079
LOT 257	3087	0.071	LOT 266	3087	0.071
LOT 258	3432	0.079	LOT 267	3465	0.080
LOT 259	3432	0.079	LOT 268	3465	0.080
LOT 260	3087	0.071	LOT 269	3087	0.071
LOT 261	3465	0.080	LOT 270	3462	0.079
LOT 262	3087	0.071	LOT 271	3462	0.079
LOT 263	3087	0.071	LOT 272	3087	0.071
LOT 264	3462	0.079	LOT 273	3465	0.080

LINE #	DIRECTION	LENGTH
125	S89°42'34"E	22.62
126	S44°40'24"W	22.62
127	S47°50'37"E	9.87
128	S89°42'34"W	62.08
129	S89°42'34"E	21.58
130	S89°42'34"E	64.68
131	S89°42'34"E	21.62

CURVE #	LENGTH	RADIUS	DELTA
CR	18.38	222.58	103°17'50"





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 17, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Rancho Mercado Parcel A16” dated July 25, 2019, a 20.04 acre property located in the Rancho Mercado PAD generally north of Happy Valley Road and east of Rancho Mercado Parkway.

Motion:

I move to approve the Final Plat entitled, “Rancho Mercado Parcel A16” dated July 25, 2019.

Background:

Brookfield Holdings (Mercado), LLC on behalf of William Lyon Homes, seeks approval of a Final Plat for a 132-lot single-family residential subdivision in Parcel A16 of the Rancho Mercado PAD.

Objective Analysis:

This Final Plat will create 132 lots and a total density of 5.27 dwelling units per acre which is consistent with the approved Rancho Mercado PAD and the approved preliminary plat.

Policy Compliant:

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

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS19-158 - RM A16 - Final Plat - Staff Report
2. 01 - FS19-158 - RM A16 - Final Plat
3. FS19-158 - RM A16 - Final Plat - PowerPoint

Final Plat

REPORT TO THE CITY COUNCIL

1 **Case:** **FS19-158**
2
3 **Project Name:** Rancho Mercado Parcel A16
4
5 **Council District:** **1 – ACACIA**
6
7 **Meeting Date:** **September 17, 2019**
8
9 **Planner:** Sergio Angulo
10
11
12 **Owner:** Brookfield Holdings (Mercado), LLC
13
14 **Applicant:** William Lyon Homes
15
16 **Request:** Final Plat for Rancho Mercado Parcel A16
17
18 **Site Location:** Generally north of Happy Valley Road and east of the Rancho
19 Mercado Parkway
20
21 **Site Size:** 20.04 Acres
22
23 **Density:** 5.27 DU/Ac
24
25 **General Plan**
26 **Conformance:** The proposal is consistent with the Surprise General Plan 2035
27 as proposed under case FS19-158.
28
29 **Support/Opposition:** None known.
30
31 **Recommendation:** None

32 **Background:**

33
34 **November 10, 2007:** The subject property was annexed into the City of Surprise by the
35 Mayor and City Council.

36 **October 11, 2007:** The Mayor and City Council approved the Rancho Mercado Planned
37 Area Development (PAD).

38 **December 8, 2010:** The Community Development Director approved a Minor Amendment
39 to the Rancho Mercado PAD to change the lot designation on the subject parcel from Z-Lots
40 to 45'x95' lots.

41 **January 5, 2016:** The Mayor and City Council approved the Preliminary Plat for Rancho
42 Mercado Unit 1 which includes the subject property.

43 **March 10, 2016:** A Concept Review meeting was held for the current proposal under case
44 CR16-094.

45 **March 5, 2019:** The applicant filed a related request for a Final Plat under case FS19-158,
46 the subject case.

47 **Project Description:**

48
49 Brookfield Holdings (Mercado), LLC on behalf of William Lyon Homes, requests approval of
50 the Final Plat for Parcel A16 in the Rancho Mercado Planned Area Development (PAD).
51 The subject parcel is generally located north of Happy Valley Road and east of Rancho
52 Mercado Parkway. Parcel A16 is zoned PAD and has a land use designation of Medium
53 Density Residential.

54
55 Onsite the applicant proposes a total of single-family 132 lots. The typical lot proposed is 45'
56 x 95'. This parcel includes a 2-acre open space/recreation tract (Tract 16F) which includes
57 amenities such as a playground equipment, BBQ area, a ramada, and a large open turf area.

58
59 **Findings:**

- 60
61
 - The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - The proposed Final Plat is consistent with the Rancho Mercado PAD and the SUDC.
 - The proposed Final Plat is in substantial conformance with the approved Preliminary
64 Plat under case FS15-069.

65
66 **Attachments:**

67
68 01 Final Plat

69
70 **Enclosure:**

71
72 Sealed mylars

FINAL PLAT

OF

RANCHO MERCADO PARCEL A16

A PORTION OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 4 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

KNOW ALL PERSONS BY THESE PRESENTS:

- THAT BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREINAFTER "OWNER", HAS SUBDIVIDED UNDER THE NAME "RANCHO MERCADO PARCEL A16" LOCATED WITHIN A PORTION OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AND DOES HEREBY DECLARE THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS FINAL PLAT.
- "OWNER" HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE FINAL PLAT.
- ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY "OWNER" WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.
- "OWNER" HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE FINAL PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.
- "OWNER" HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS FINAL PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITY.
- THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS FINAL PLAT OR ANY PARCEL THEREOF.
- "OWNER" HEREBY WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS FINAL PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS FINAL PLAT, HAS CONSENTED TO OR JOINED IN THIS FINAL PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDERS OFFICE OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS FINAL PLAT IS RECORDED.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.
- THE VEHICULAR NON ACCESS EASEMENTS "VNAE" ARE HEREBY DEDICATED TO THE RANCHO MERCADO COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS AND IS INTENDED TO PREVENT VEHICULAR TRAFFIC BETWEEN TRACTS AND LOTS WITH THE EXCEPTION OF PUBLIC UTILITY USES. SAID "VNAE" AS DEDICATED HEREON WILL CROSS PUBLIC UTILITY EASEMENTS "PUE" ALSO GRANTED HEREON, IN MULTIPLE LOCATIONS. THESE "VNAE" ARE NOT INTENDED TO PREVENT AUTHORIZED AGENTS OF THE PUBLIC UTILITY COMPANIES FROM CROSSING SAID "VNAE" DURING THE COURSE OF INSTALLATION, USE, MAINTENANCE AND REPAIR OF THE UTILITIES LOCATED IN SAID PUBLIC UTILITY EASEMENT "PUE".
- ALL TRACTS ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
- TRACTS PLATTED HEREON ARE DEDICATED FOR THE PURPOSES AS NOTED IN THE TRACT TABLE ON THIS FINAL PLAT AND SHALL BE MAINTAINED BY RANCHO MERCADO COMMUNITY ASSOCIATION.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE FINAL PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EXCLUSIVE EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS SEWER LINES AND MANHOLES, FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE SEWER LINES AND MANHOLES.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2019.

BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY,

BY: _____

ITS: _____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

RANCHO MERCADO COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, KAREN BEACOM, DULY ELECTED PRESIDENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

BY: _____ ITS PRESIDENT
KAREN BEACOM

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

ON THIS _____ DAY OF _____, 2019, KAREN BEACOM PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HERSELF TO BE THE PRESIDENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AND THAT SHE, AS PRESIDENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

BY: _____ MY COMMISSION EXPIRES _____ DATE
NOTARY PUBLIC

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2019, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY. OF _____, 2019.

_____ MAYOR DATE

ATTEST:

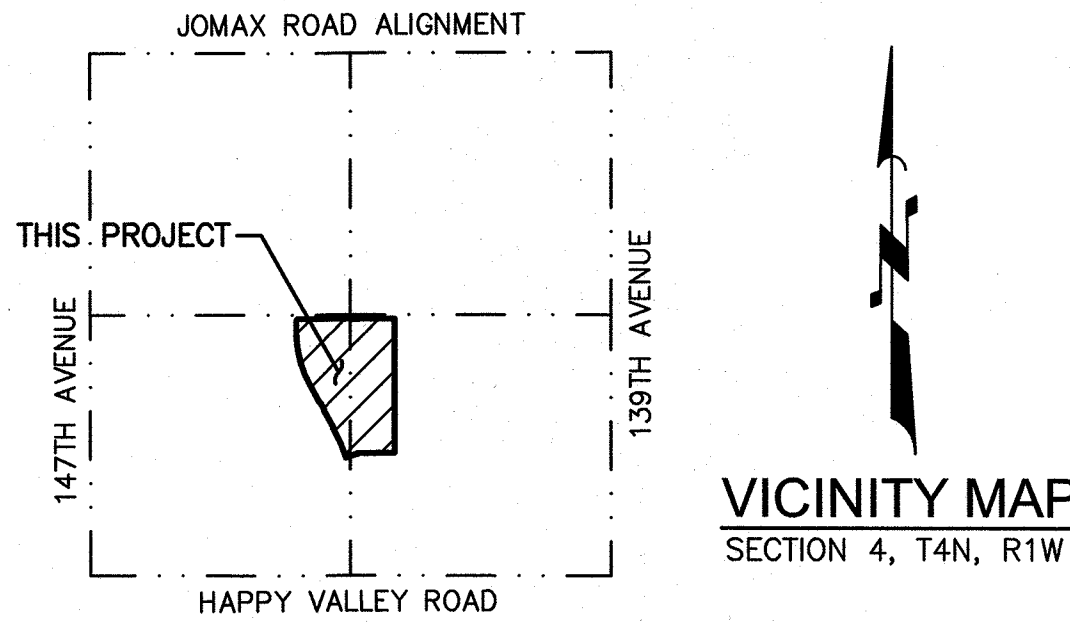
_____ CITY CLERK DATE

AREA CALCULATIONS

TRACTS	157272 SQ.FT.	3.611 AC
LOTS = 132	647481 SQ.FT.	14.864 AC
RIGHT OF WAY	285972 SQ.FT.	6.565 AC
TOTAL	1090725 SQ.FT.	25.040 AC

SHEET INDEX

DESCRIPTION	SHEET NO
COVER SHEET	1
KEY MAP, LEGAL DESCRIPTION	2
PLAT SHEETS	3-6



OWNER

BROOKFIELD HOLDINGS (MERCADO) LLC,
A DELAWARE LIMITED LIABILITY COMPANY
250 VESEY STREET, 15TH FLOOR
NEW YORK, NEW YORK 10281
PHONE NO: 212-301-2393
CONTACT: ANDREW BRAUSA, SENIOR VICE PRESIDENT

RELEASE OF LIABILITY

- BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIRFORCE ("USAF") AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.
- BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.
- BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY "OWNER" HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY LOCATED WITHIN THE RIGHT OF WAY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT OF WAY, UNTIL SUCH TIME THE CITY OF SURPRISE HAS ACCEPTED THE SIDEWALKS.

PUBLIC NOTICE

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

100 YEAR ASSURED WATER SUPPLY LANGUAGE

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE, AWS NO. 2010-012, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

GENERAL NOTES

- IN ACCORDANCE WITH A.R.S. § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS FINAL PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND #14710, WHEN APPLICABLE.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- HAPPY VALLEY ROAD WILL BECOME A 6 LANE MAJOR ARTERIAL AT SOME FUTURE POINT.
- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY OF 2000 GPM @ 2 HOURS @ 20 PSI RESIDUAL.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS15-069.
- A PORTION OF THE PROPERTY IS LOCATED WITHIN THE AREA HAVING FLOOD ZONES "X", "A" AND "AE", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAPS NO. 04013C1210L AND NO. 04013C1230L, 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, AS MAY BE AMENDED FROM TIME TO TIME.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF THE LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPE MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPE AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE CASE FS10-210 OR AS SUBSEQUENTLY AMENDED.

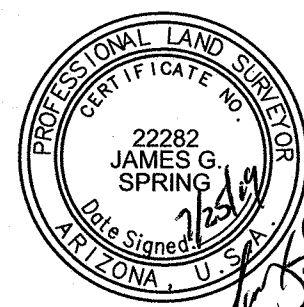
BASIS OF BEARING

THE WEST-EAST, MID-SECTION LINE OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN WHICH BEARS S89°46'48"E A DISTANCE OF 5255.54' THIS POSITION WAS DERIVED FROM THE ESTABLISHED NGS POINTS DV0080 & AJ3867. PROJECT THEN SCALED TO GROUND AT A COMBINED SCALE FACTOR OF 1.00013766895 AND VERIFIED AGAINST GDACS BOOK 834, PG 1. HORIZONTAL ERROR = (0.04') ANGLE ERROR = (00°00'01")

SURVEYOR'S CERTIFICATION

I, JAMES G. SPRING, PLS 22282, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF SIX SHEETS REPRESENTS A SURVEY PREPARED UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2019; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAMES G. SPRING, PLS 22282
ATWELL, LLC
4700 EAST SOUTHERN AVENUE
MESA, ARIZONA 85206



NOTE:

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

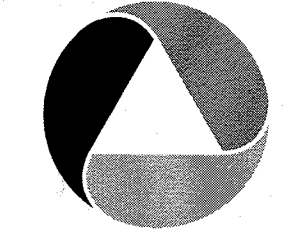


COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A16
CITY OF SURPRISE, ARIZONA

JULY 2019

REVISIONS:



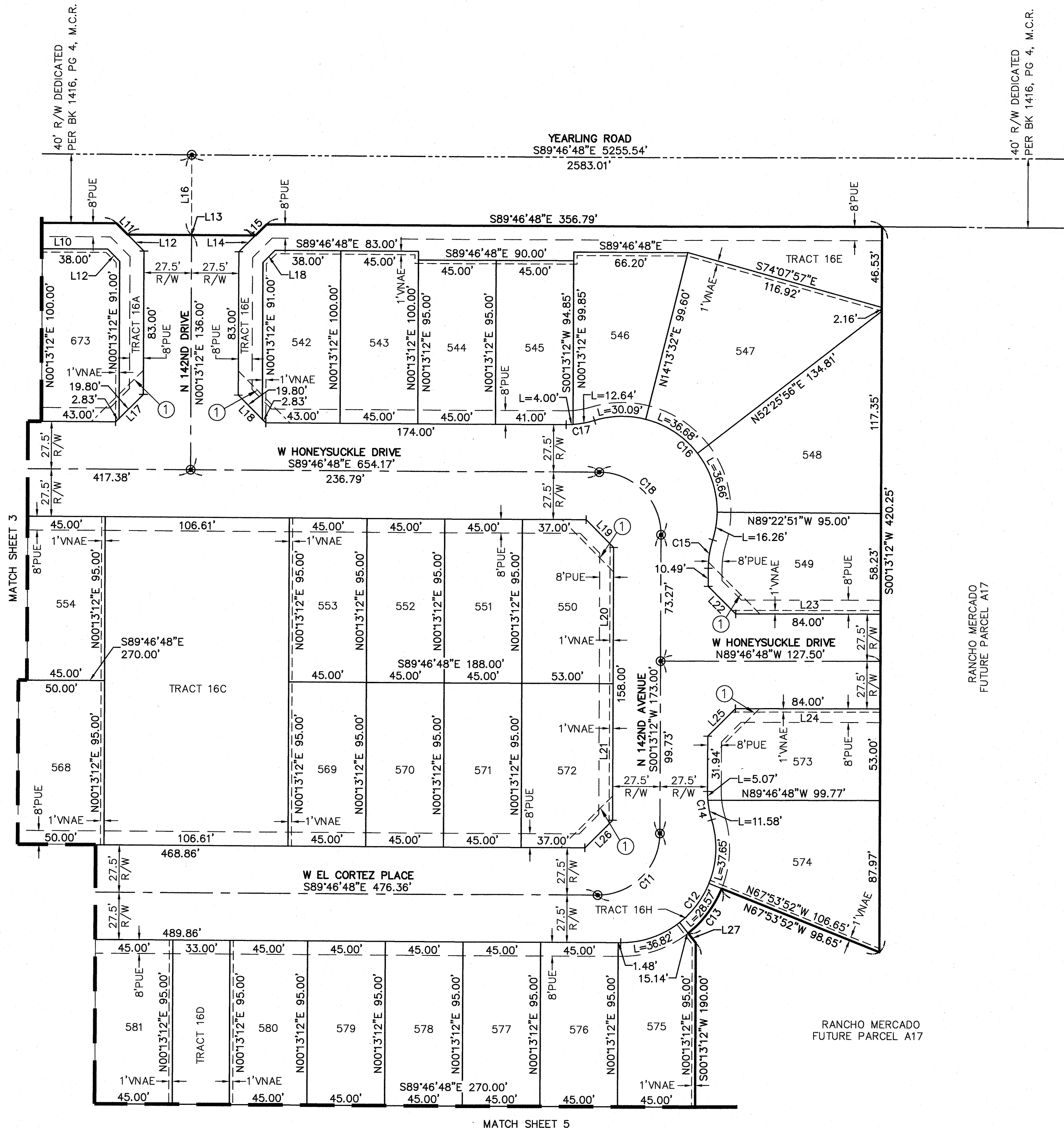
PM. J. SPRING
DR. R. GILES
JOB NO.
09001944

N.T.S.

09001944 FP ALSDWG

SHEET
NO.
1 OF 6

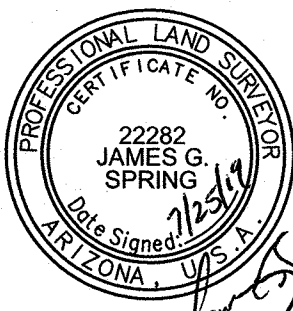
Page 115 of 308



LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
542	4473	0.103	45.0'	569	4275	0.098	45.0'
543	4500	0.103	45.0'	570	4275	0.098	45.0'
544	4275	0.098	45.0'	571	4275	0.098	45.0'
545	4275	0.098	45.0'	572	4907	0.113	52.0'
546	5233	0.120	46.1'	573	5172	0.119	52.0'
547	8188	0.188	46.4'	574	6632	0.152	53.8'
548	7793	0.179	46.4'	575	4459	0.102	45.0'
549	5650	0.130	58.8'	576	4275	0.098	45.0'
550	4907	0.113	52.0'	577	4275	0.098	45.0'
551	4275	0.098	45.0'	578	4275	0.098	45.0'
552	4275	0.098	45.0'	579	4275	0.098	45.0'
553	4275	0.098	45.0'	580	4275	0.098	45.0'
554	4275	0.098	45.0'	581	4275	0.098	45.0'
568	4750	0.109	50.0'	673	4473	0.103	45.0'

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L10	S89°46'48"E	83.00'	L19	S44°46'48"E	22.63'
L11	S44°46'48"E	9.19'	L20	S00°13'12"W	79.00'
L12	S44°46'48"E	13.44'	L21	S00°13'12"W	79.00'
L13	S89°46'48"E	74.00'	L22	S44°46'48"E	22.63'
L14	N45°13'12"E	13.44'	L23	S89°46'48"E	84.00'
L15	N45°13'12"E	9.19'	L24	S89°46'48"E	84.00'
L16	N00°13'12"E	46.50'	L25	N45°13'12"E	22.63'
L17	S45°13'12"W	22.63'	L26	S45°13'12"W	22.63'
L18	N44°46'48"W	22.63'	L27	S38°08'10"E	7.14'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C11	56.55'	36.00'	090°00'00"
C12	103.04'	55.00'	107°20'29"
C13	32.72'	63.00'	029°45'42"
C14	16.65'	55.00'	017°20'29"
C15	16.65'	55.00'	017°20'29"
C16	119.69'	55.00'	124°40'58"
C17	16.65'	55.00'	017°20'29"
C18	56.55'	36.00'	090°00'00"

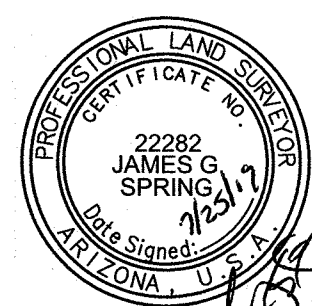




LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L28	S28°25'25"E	55.74'	L44	S61°34'35"W	21.63'
L29	N71°40'08"W	23.31'	L45	N71°59'30"W	23.19'
L30	N61°34'35"E	18.51'	L46	S28°25'25"E	106.96'
L31	N18°45'55"E	21.75'	L47	N28°25'25"W	98.19'
L32	S38°34'34"W	8.00'	L48	S16°34'35"W	22.63'
L33	S38°34'34"W	7.14'	L49	S61°34'35"W	82.00'
L34	S00°13'12"W	10.83'	L50	S73°25'25"E	9.90'
L35	S44°46'48"E	22.63'	L51	N73°25'25"W	9.19'
L36	S00°13'12"W	84.00'	L52	N73°25'25"W	13.44'
L37	S00°13'12"W	84.00'	L53	N28°25'25"W	74.00'
L38	S45°13'12"W	22.63'	L54	N61°34'35"E	46.50'
L39	S44°46'48"E	22.63'	L55	N16°34'35"E	13.44'
L40	S00°13'12"W	169.61'	L56	N16°34'35"E	9.19'
L41	S76°47'25"W	53.00'	L57	N16°34'35"E	9.90'
L42	N28°25'25"W	75.66'	L58	S61°34'35"W	82.00'
L43	N18°21'44"E	21.91'	L59	S73°25'25"E	22.63'

CURVE TABLE				CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C19	87.06'	895.00'	005°34'23"	C30	14.23'	47.00'	017°20'29"
C20	130.90'	895.00'	008°22'48"	C31	16.65'	55.00'	017°20'29"
C21	179.77'	922.50'	011°09'55"	C32	116.86'	277.50'	024°07'41"
C22	418.73'	950.00'	025°15'14"	C33	124.98'	250.00'	028°38'37"
C23	43.85'	895.00'	002°48'25"	C34	89.36'	222.50'	023°00'41"
C24	113.73'	277.50'	023°28'56"	C35	8.41'	2055.00'	000°14'04"
C25	124.98'	250.00'	028°38'37"	C36	115.83'	2055.00'	003°13'46"
C26	86.23'	222.50'	022°12'21"	C37	277.94'	2027.50'	007°51'16"
C27	56.55'	36.00'	090°00'00"	C38	274.17'	2000.00'	007°51'16"
C28	103.04'	55.00'	107°20'29"	C39	286.00'	1890.00'	008°40'13"
C29	75.85'	63.00'	068°59'07"				

LOT TABLE\WIDTH BASED ON FBLS				LOT TABLE\WIDTH BASED ON FBLS				LOT TABLE\WIDTH BASED ON FBLS			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
588	6755	0.155	55.4'	606	5000	0.115	50.0'	627	5000	0.115	50.0'
589	5165	0.119	47.4'	607	5053	0.116	50.9'	628	5000	0.115	50.0'
590	4826	0.111	46.7'	608	7842	0.180	90.8'	629	5250	0.121	52.5'
591	4275	0.098	45.0'	609	7723	0.177	53.1'	630	5233	0.120	46.6'
592	4275	0.098	45.0'	610	5699	0.131	45.8'	631	7733	0.178	92.7'
593	4275	0.098	45.0'	611	5296	0.122	40.4'	643	4320	0.099	45.8'
594	4275	0.098	45.0'	612	5000	0.115	50.0'	644	4410	0.101	45.0'
595	4275	0.098	45.0'	613	5000	0.115	50.0'	645	4410	0.101	45.0'
596	4275	0.098	45.0'	614	5000	0.115	50.0'	646	4275	0.098	45.0'
597	4275	0.098	45.0'	615	5000	0.115	50.0'	647	4233	0.097	45.0'
598	4275	0.098	45.0'	616	5172	0.119	52.0'	648	4232	0.097	45.0'
599	4459	0.102	45.0'	617	4500	0.103	45.0'	649	4275	0.098	45.0'
600	5172	0.119	52.0'	618	4500	0.103	45.0'	650	4410	0.101	45.0'
601	5000	0.115	50.0'	619	4500	0.103	45.0'	651	4410	0.101	45.0'
602	5000	0.115	50.0'	620	4500	0.103	45.0'	652	4281	0.098	45.0'
603	5000	0.115	50.0'	621	4500	0.103	45.0'	653	4476	0.103	45.7'
604	5000	0.115	50.0'	622	4500	0.103	45.0'	654	4728	0.109	45.7'
605	5120	0.118	51.2'	626	5672	0.130	57.0'	655	4728	0.109	45.7'

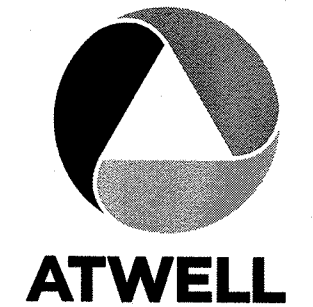


COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A16
CITY OF SURPRISE, ARIZONA

JULY 2019

REVISIONS:

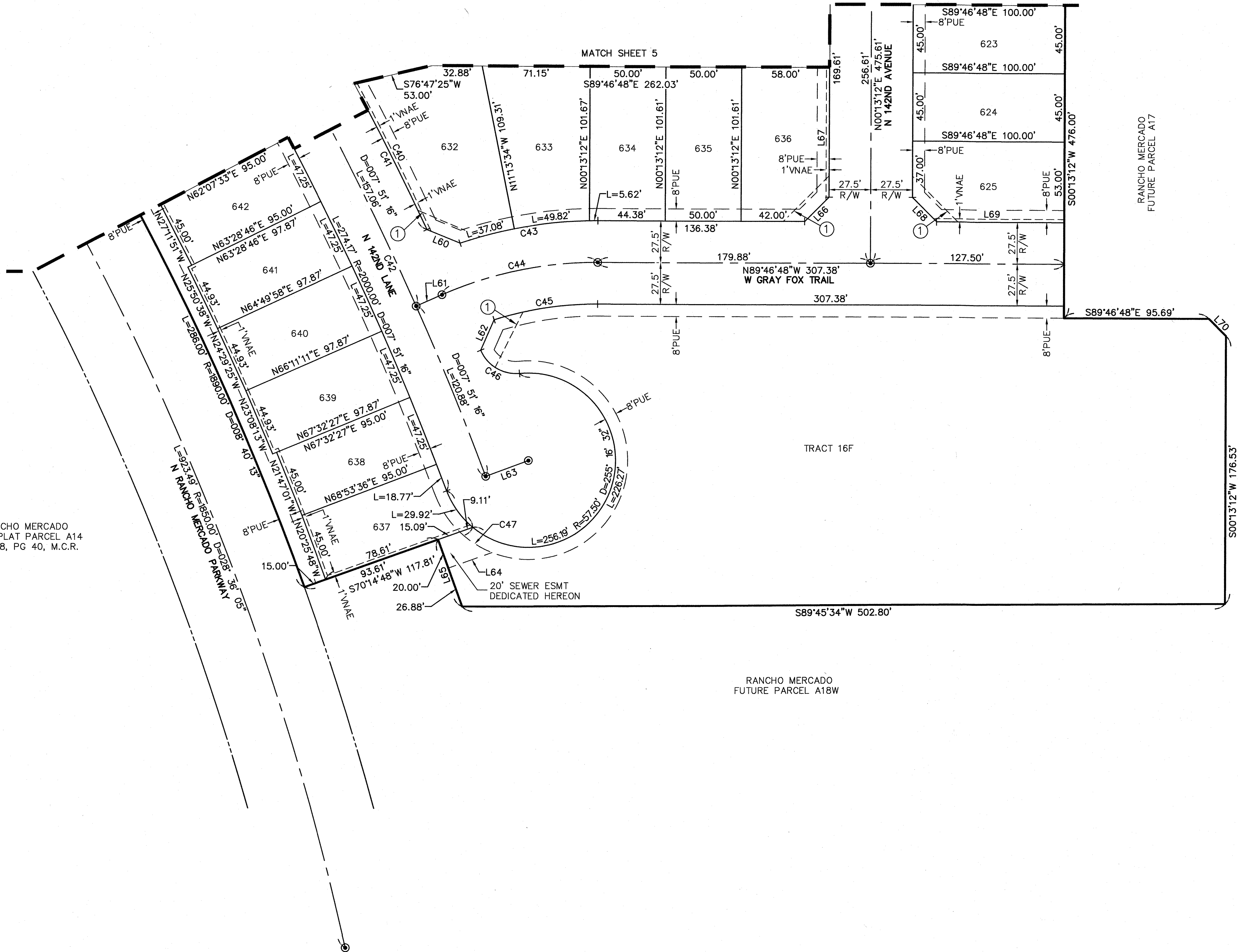


P.M. J. SPRING
DR. R. GILES
JOB NO. 09001944
SCALE 0 20 40
1" = 40 FEET

09001944 FP A16.DWG

SHEET NO. 5 OF 6

RANCHO MERCADO
FINAL PLAT PARCEL A14
BK 1358, PG 40, M.C.R.



LOT TABLE\WIDTH BASED ON FBLS			
LOT	AREA SQ FT	AREA ACRES	WIDTH
623	4500	0.103	45.0'
624	4500	0.103	45.0'
625	5172	0.119	52.0'
632	7834	0.180	55.6'
633	6288	0.144	52.8'
634	5081	0.117	50.0'
635	5081	0.117	50.0'
636	5766	0.132	57.0'
637	4458	0.102	46.9'
638	4386	0.101	46.9'
639	4515	0.104	46.9'
640	4515	0.104	46.9'
641	4515	0.104	46.9'
642	4386	0.101	46.9'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L60	N67°45'09"W	23.49'
L61	S66°00'54"W	18.60'
L62	N23°39'50"E	21.96'
L63	N69°25'51"E	30.00'
L64	S70°14'48"W	30.55'
L65	N19°45'12"W	46.88'
L66	S45°13'12"W	22.63'
L67	S00°13'12"W	85.61'
L68	N44°46'48"W	22.63'
L69	N89°46'48"W	84.00'
L70	S44°46'48"E	16.00'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C40	107.42'	2055.00'	002°59'42"
C41	107.42'	2055.00'	002°59'42"
C42	277.94'	2027.50'	007°51'16"
C43	92.52'	277.50'	019°06'07"
C44	105.62'	250.00'	024°12'19"
C45	69.28'	222.50'	017°50'28"
C46	31.89'	25.00'	073°04'38"
C47	25.43'	65.50'	022°14'53"

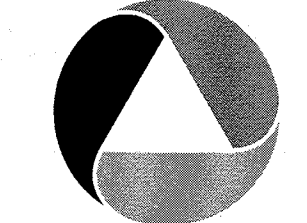


COUNTY: MARICOPA
SECTION: 4
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A16
CITY OF SURPRISE, ARIZONA

JULY 2019

REVISIONS:



P.M. J. SPRING
DR. R. GILES
JOB NO.
09001944

SCALE 0 20 40
1" = 40 FEET

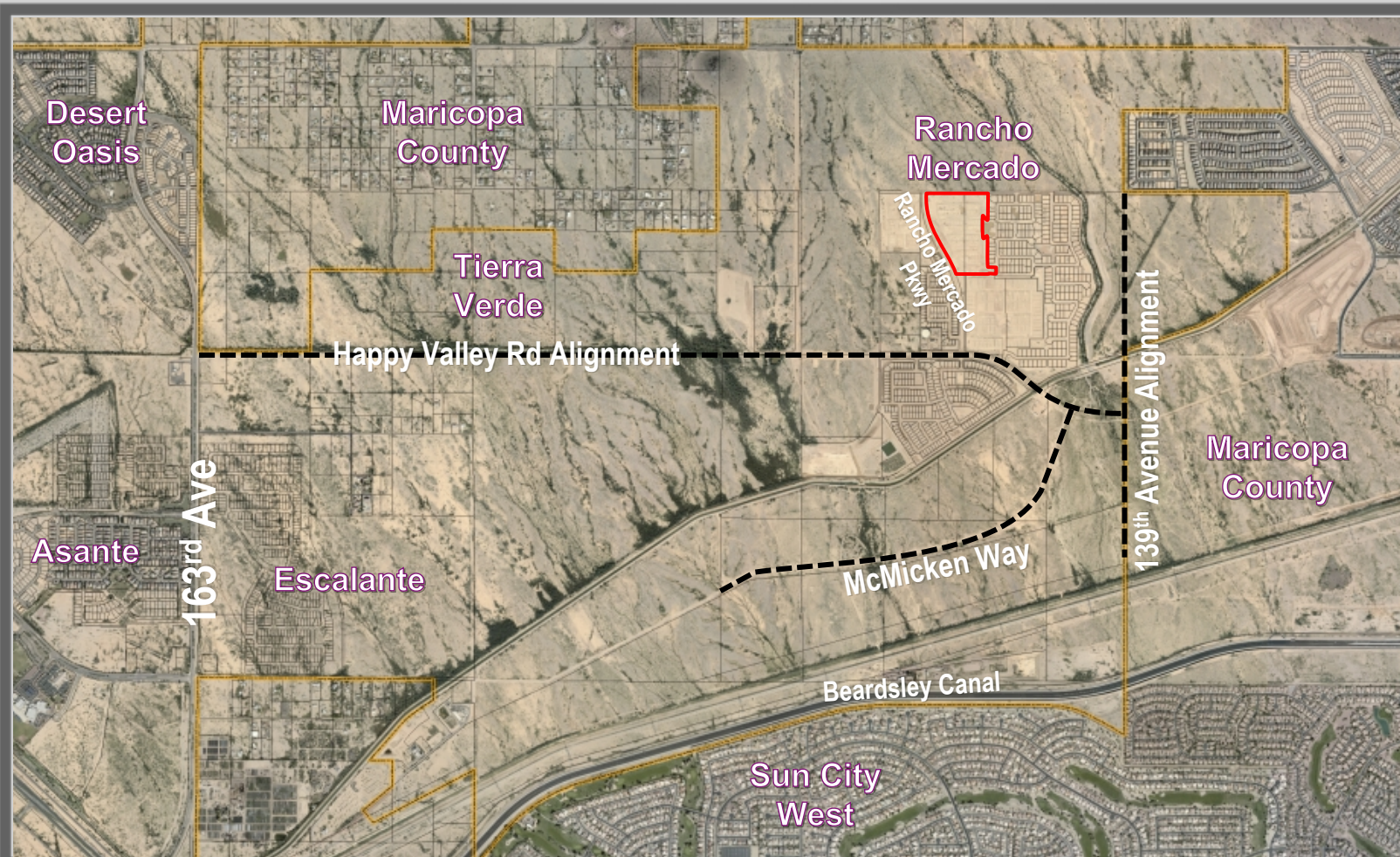
09001944 FP A16.DWG

SHEET NO.
6 OF 6



Rancho Mercado A16 Final Plat

City Council
September 17, 2019



VICINITY MAP

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

COMMENCED AT A FOUND 2" MARICOPA COUNTY ALUMINUM CAP STAMPED 1/4, 54/75, PLS 38832, ACCEPTED BY THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND MARICOPA COUNTY BRASS CAP IN BARKHOLE STAMPED 1/4, 53/74, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THENCE BEARS S60W45E 525.54'

THROW ALONG THE WEST-EAST MD-SECTION LINE OF SAO SECTION 4,
280°N-40°E, 2096.82 FEET.

THENCE LEAVING SAID WEST-EAST MD SECTION LINE OF SAID SECTION 4,
S00°37'12"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

THREE, SIXTY-SIX° E A DISTANCE OF 8.18 FEET

THENCE, N40°17'12"E A DISTANCE OF 8.10 FEET

THENCE, S00°46'40"E X A DISTANCE OF 330.76 FEET;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 52.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE (CORNER TO THE RIGHT).

THENCE, S50°W1/4°E A DISTANCE OF 2.14 FEET.

THENCE, S0071212°W A DISTANCE OF 190.00 FEET,
THENCE, S35073434°W A DISTANCE OF 7.14 FEET TO THE BEGINNING OF A

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 75.00 FEET, WITH A RADIUS OF 63.00 FEET AND THE RADIAL BEARING OF

THENCE SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 14.23 FEET,

THENCE, S00°15'12"W A DISTANCE OF 10.83 FEET;

THENCE, S89°18'45"E A DISTANCE OF 33.00 FEET;
THENCE, S00°15'12"W A DISTANCE OF 476.00 FEET;

THENCE, S89°18'48"E, A DISTANCE OF 98.69 FEET;
THENCE, S44°18'48"E, A DISTANCE OF 15.90 FEET;

THENCE, S00°15'12"W A DISTANCE OF 170.33 FEET,
THENCE, S89°48'34"W A DISTANCE OF 802.80 FEET;

THENCE, S70°14'48"W A DISTANCE OF 83.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT.

THENCE, NORTH-WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 286.08 FEET, WITH A RADIUS OF 286.08 FEET AND THE RADIAL BEARING OF 50°34'48" W AND A TOTAL ANGLE OF 90° (BEING 1/2°).

THENCE, S18°20'20"W A DISTANCE OF 206.73 FEET;

THENCE, WITHIN 100' A DISTANCE OF 0.40 FEET.

THEORETICAL RISE 20'25" W A DISTANCE OF 222.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT.

THESE, NORTH-WESTERLY ALONG SAG CURVE AN ARC LENGTH OF 108.00
WITH A RADIUS OF 1080.00 FEET THROUGH A CENTRAL ANGLE OF 20°28'57".

THENCE, N45°13'12"E A DISTANCE OF 23.63 FEET TO THE POINT OF BEGINNING.

TABLE 1
 Trace Table

PARCEL TWELVE

PARCEL TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGE
TRACT 18A	75,013	0.577	OPEN SPACE AND PUE
TRACT 18B	7,011	0.75	OPEN SPACE, DRAINAGE AND PUE
TRACT 18C	20,358	0.488	OPEN SPACE, DRAINAGE, RECREATION, COMMUNITY AMENITIES AND PUE
TRACT 18D	8,272	0.144	OPEN SPACE, COMMUNITY AMENITIES AND PUE
TRACT 18E	8,558	0.308	OPEN SPACE AND PUE
TRACT 18F	67,599	2.023	OPEN SPACE, DRAINAGE, RECREATION, SENIOR EASEMENT AND PUE
TRACT 18G	778	0.018	OPEN SPACE AND PUE
TRACT 18H	245	0.006	OPEN SPACE AND PUE
TOTAL	181,250	3.690	

DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE ZONING CASE F389-210 OR AS SUBSEQUENTLY AGENCIES.

DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE ZONING CASE PERM-210 OR AS SUBSEQUENTLY AGENCIES.



===== SURVEYOR BOUNDARY
----- RIGHT OF WAY LINE
----- RIGHT OF WAY LINE
----- CENTERLINE
----- CENTERLINE
----- EASEMENT LINE
----- EASEMENT LINE
----- PROPOSED EASEMENT LINE
----- SECTION LINE

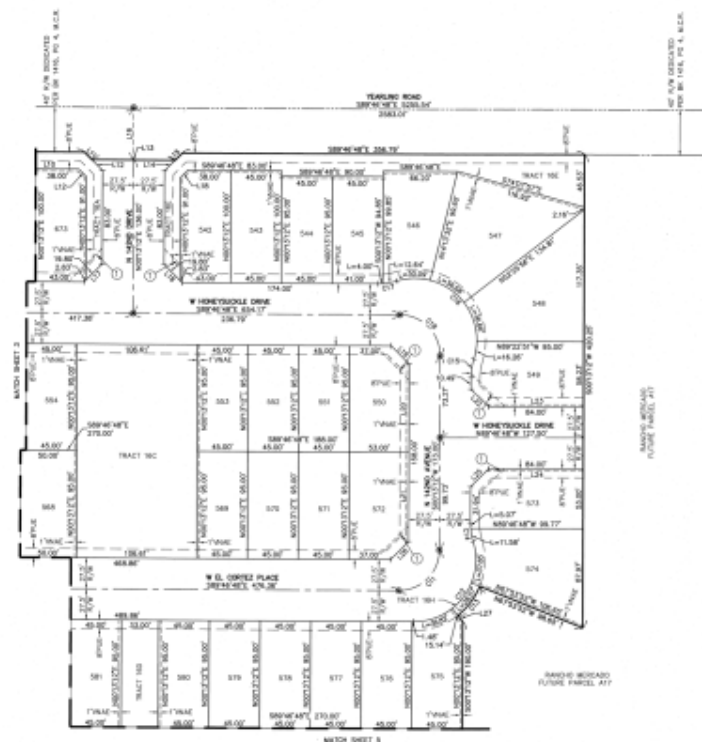
- | | |
|----|---------------------------------------|
| AD | ADJUDICATE SECTION LINE |
| CC | SUBDIVISION CORNER TO BE SET |
| CH | FOUND MONUMENT AS NOTED |
| CH | CENTRALITY ALIGNMENT |
| CH | TO BE SET UP COPY OF SURVEY STANDARDS |
| CH | 30'x30' RIGHT VISIBILITY EASEMENT |
| CH | VEHICULAR HIGH-ACCESS EASEMENT |
| CH | PUBLIC UTILITY EASEMENT |
| CH | MAP OF DEDICATION |
| CH | MARICOPA COUNTY RECORDS |
| CH | ROAD-OF-WAY |
| CH | FRONT BUILDING SETBACK LINE |
| CH | DELTA |
| CH | CURVE TABLE NUMBER |
| CH | LINE TABLE NUMBER |
| CH | FINAL PLAT |

LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
1	S085°E12'W	40.387	11	S44°W4'W	18.007
12	S085°E12'W	0.119	13	S09°W0'W	46.000
14	S085°E48'W	54.303	15	S107°E4'W	83.817
16	N45°E31'W	0.119	17	S09°E4'W	74.000
18	N65°E35'W	86.857	19	S09°E25'W	2.000
20	S105°E12'W	7.146	21	S102°E22'W	8.100
22	S59°E34'W	7.146	23	N00°E15'W	128.790
24	S085°E12'W	10.807	25	N45°E31'W	23.617
26	S085°E48'W	83.203	27	S007°E0'W	150.000
28	S085°E48'W	85.558			

CURVE #	LENGTH	RADIUS	DELTA
C1	52.72'	83.08'	0.0345 DEG
C2	75.85'	83.08'	0.0676 DEG
C3	14.23'	47.08'	0.1726 DEG
C4	356.00'	1590.36'	0.0040 DEG



FINAL PLAT



LET DAILY/24 HOURS BASED ON PERL					LET DAILY/24 HOURS BASED ON FEEL				
LOF	AREA 50 FT	AREA 450 FT	MEAN	FEEL	LOF	AREA 50 FT	AREA 450 FT	MEAN	FEEL
042	4473	0.033	43.7	389	4270	0.088	43.7	389	4270
043	4508	0.052	45.7	430	4276	0.088	45.7	430	4276
044	4276	0.098	45.7	527	4276	0.089	45.7	527	4276
045	4276	0.098	45.7	532	4387	0.113	45.7	532	4387
046	5233	0.120	46.7	575	4276	0.119	46.7	575	4276
047	4276	0.098	45.7	532	4282	0.119	45.7	532	4282
048	7793	0.178	48.7	674	4689	0.182	48.7	674	4689
049	9502	0.158	58.7	836	4276	0.089	45.7	527	4276
050	9407	0.115	52.7	577	4276	0.089	45.7	527	4276
051	4276	0.098	45.7	530	4276	0.088	45.7	530	4276
052	4276	0.098	45.7	527	4276	0.088	45.7	527	4276
053	4276	0.098	45.7	527	4276	0.088	45.7	527	4276
054	4276	0.098	45.7	527	4276	0.088	45.7	527	4276
056	4758	0.058	50.7	615	4435	0.165	44.7	615	4435

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S04°06'N	83.00'	L20	S04°06'N	22.85'
L2	S44°46'N	8.19'	L21	S03°17'W	78.80'
L3	S44°46'N	13.44'	L22	S04°06'N	79.93'
L4	S04°06'N	74.00'	L23	S04°06'N	22.85'
L5	N40°15'12"E	13.44'	L24	S04°46'N	84.80'
L6	N45°15'12"E	8.19'	L25	S04°06'N	22.85'
L7	N40°15'12"E	46.50'	L26	N45°15'12"E	22.85'
L8	S45°15'23"W	22.85'	L27	S04°06'N	22.85'
L9	N44°46'40"W	22.85'	L28	S04°06'N	71.93'

CURVE TABLE			
CURVE #	LENGTH	SAGUS	DELTA
C31	58.55'	36.08'	8607800'
C32	503.04'	55.08'	1672823'
C33	32.72'	83.08'	83940542'
C34	15.85'	55.08'	0172823'
C35	16.88'	55.08'	0172823'
C36	119.88'	55.08'	1244858'
C37	15.85'	55.08'	0172823'
C38	36.35'	36.08'	8607800'



LINE TABLE			LINE TABLE		
LINE #	ORBITAL	LENGTH	LINE #	ORBITAL	LENGTH
128	5287575347	82.74	144	5617347678	21.67
129	5617347678	21.67	145	5617347678	21.67
130	5617347678	21.67	146	5287575347	82.74
131	5617347678	21.67	147	5617347678	21.67
132	5287575347	82.74	148	5617347678	21.67
133	5287575347	82.74	149	5617347678	21.67
134	5287575347	82.74	150	5287575347	82.74
135	5287575347	82.74	151	5617347678	21.67
136	5287575347	82.74	152	5617347678	21.67
137	5287575347	82.74	153	5617347678	21.67
138	5287575347	82.74	154	5617347678	21.67
139	5287575347	82.74	155	5617347678	21.67
140	5287575347	82.74	156	5617347678	21.67
141	5287575347	82.74	157	5617347678	21.67
142	5287575347	82.74	158	5617347678	21.67
143	5287575347	82.74	159	5617347678	21.67
144	5287575347	82.74	160	5617347678	21.67
145	5287575347	82.74	161	5617347678	21.67
146	5287575347	82.74	162	5617347678	21.67
147	5287575347	82.74	163	5617347678	21.67
148	5287575347	82.74	164	5617347678	21.67
149	5287575347	82.74	165	5617347678	21.67
150	5287575347	82.74	166	5617347678	21.67
151	5287575347	82.74	167	5617347678	21.67
152	5287575347	82.74	168	5617347678	21.67
153	5287575347	82.74	169	5617347678	21.67
154	5287575347	82.74	170	5617347678	21.67
155	5287575347	82.74	171	5617347678	21.67
156	5287575347	82.74	172	5617347678	21.67
157	5287575347	82.74	173	5617347678	21.67
158	5287575347	82.74	174	5617347678	21.67
159	5287575347	82.74	175	5617347678	21.67
160	5287575347	82.74	176	5617347678	21.67
161	5287575347	82.74	177	5617347678	21.67
162	5287575347	82.74	178	5617347678	21.67
163	5287575347	82.74	179	5617347678	21.67
164	5287575347	82.74	180	5617347678	21.67
165	5287575347	82.74	181	5617347678	21.67
166	5287575347	82.74	182	5617347678	21.67
167	5287575347	82.74	183	5617347678	21.67
168	5287575347	82.74	184	5617347678	21.67
169	5287575347	82.74	185	5617347678	21.67
170	5287575347	82.74	186	5617347678	21.67
171	5287575347	82.74	187	5617347678	21.67
172	5287575347	82.74	188	5617347678	21.67
173	5287575347	82.74	189	5617347678	21.67
174	5287575347	82.74	190	5617347678	21.67
175	5287575347	82.74	191	5617347678	21.67
176	5287575347	82.74	192	5617347678	21.67
177	5287575347	82.74	193	5617347678	21.67
178	5287575347	82.74	194	5617347678	21.67
179	5287575347	82.74	195	5617347678	21.67
180	5287575347	82.74	196	5617347678	21.67
181	5287575347	82.74	197	5617347678	21.67
182	5287575347	82.74	198	5617347678	21.67
183	5287575347	82.74	199	5617347678	21.67
184	5287575347	82.74	200	5617347678	21.67

CURVE TABLE				CURVE TABLE			
CURVE #	LENGTH	PROBES	DELTA	CURVE #	LENGTH	PROBES	DELTA
C19	81.278	889.00	80324732	C38	14.23	41.03	81732029
C20	136.90	965.00	80022458	C39	16.55	55.05	81732029
C21	176.17	922.00	81070834	C40	19.86	217.85	81430747
C22	418.72	85.00	80459157	C41	24.36	230.05	80326722
C23	43.85	96.00	80148740	C42	80.38	222.55	82350847
C24	131.37	912.00	83370961	C43	84.67	240.65	80147034
C25	124.86	358.00	83387817	C44	103.85	283.85	83317448
C26	86.23	122.50	82017211	C45	27.87	284.55	80294155
C27	86.88	36.00	80959500	C46	374.17	280.85	80796144
C28	153.04	35.00	81732029	C47	280.85	1880.05	83824743
C29	25.85	63.00	80959500				

LST TOLUENOBYR BASED ON FEEL			LST TOLUENOBYR BASED ON FEEL			LST TOLUENOBYR BASED ON FEEL		
LST	AREA 58 IT	AREA 40	LST	AREA 58 IT	AREA 40	LST	AREA 38 IT	AREA 38
188	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
189	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
190	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
191	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
192	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
193	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
194	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
195	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
196	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
197	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
198	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
199	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
200	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
201	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
202	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
203	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
204	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
205	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
206	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
207	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
208	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
209	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
210	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
211	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
212	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
213	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
214	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
215	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
216	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
217	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
218	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
219	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
220	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
221	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
222	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
223	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
224	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
225	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
226	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
227	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
228	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
229	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
230	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
231	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
232	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
233	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
234	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
235	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
236	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
237	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
238	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
239	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
240	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
241	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
242	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
243	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
244	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
245	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
246	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
247	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
248	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
249	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
250	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
251	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
252	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
253	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
254	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
255	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
256	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
257	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
258	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
259	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
260	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
261	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
262	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
263	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
264	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
265	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
266	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
267	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
268	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
269	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
270	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
271	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
272	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
273	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
274	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
275	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
276	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
277	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
278	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
279	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
280	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
281	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
282	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
283	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
284	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
285	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
286	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
287	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
288	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
289	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
290	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
291	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
292	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
293	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
294	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
295	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
296	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
297	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
298	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
299	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
300	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
301	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
302	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
303	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
304	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
305	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
306	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
307	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
308	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
309	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
310	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
311	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
312	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
313	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
314	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
315	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
316	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
317	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
318	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
319	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
320	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
321	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
322	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
323	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
324	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
325	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
326	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
327	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
328	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
329	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
330	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
331	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
332	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
333	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
334	9:50	5:10	34:0	488	9:00	0:16	30:0	62:0
335	9:50	5:10	34:0</					



FINAL PLAT



QUESTIONS OR COMMENTS?

Thank You



COMMUNITY DEVELOPMENT
CITY OF SURPRISE

16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374

T. 623-222-3000

Date: August 20, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: FS19-158 Final Plat of Rancho Mercado Parcel A16 Right of Way Valuation

The Value of the Right of Way associated with the Final Plat of Rancho Mercado Parcel A16 FS19-158 is \$1,429,860.00.

The area being dedicated as right-of-way is 285,972 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 17, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Map of Dedication entitled "Happy Valley Road Phase 6" dated February 21, 2018, located in the Rancho Mercado PAD.

Motion:

I move to approve the Map of Dedication entitled "Happy Valley Road Phase 6" dated February 21, 2018.

Background:

William Lyon Homes, seeks approval of a Map of Dedication that will dedicate 0.942 acres of right-of-way for a portion of Happy Valley Road adjacent to Parcel A22 in the Rancho Mercado PAD.

Objective Analysis:

Approval of this Map of Dedication will allow the developer to continue with the development of Happy Valley Road in this area.

Policy Compliant:

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

Financial Impact:

Approval of this Map of Dedication would add additional right-of-way to the City valued at \$205,170, and the City will eventually incur the cost of maintaining Happy Valley Road after this roadway has been completed. All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 01 - FS17-634 - HVR Phase 6 - MOD

2. FS17-634 - HVR Phase 6 - MOD - PowerPoint
 3. RW value FS17-634 MOD for Happy Valley Road Phase 6
 4. 00 - FS17-634 - HVR Phase 6 - MOD - Staff Report
-

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5,
TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



RELEASE OF LIABILITY

- ## 100 YEAR ASSURED WATER SUPPLY LANGUAGE

GENERAL NOTES

- ## BASIS OF BEARING

SURVEYOR'S CERTIFICATION

ATWELL
866.950.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.6931

COUNTY: MARICOPA
SECTION: 5
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

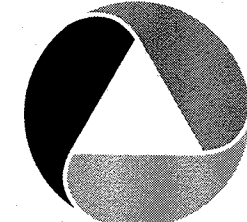
MAP OF DEDICATION

RANCHO MERCADO

HAPPY VALLEY ROAD PHASE 6

CITY OF SURPRISE, ARIZONA

**FEBRUARY
2018**



ATWELL

PM. J. SPRING

DR. R. GILES

JOB NO.
09001944

N.T.S.

05001544 RANCHO MERCADO HY RD MOD PH 6.1WG

1 OF 2

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

THENCE, ALONG THE WEST LINE OF SAID SECTION 4 ALSO BEING THE EAST LINE OF SAID SECTION 5, S00°07'05"E, 2645.63 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 5;

THENCE, N89°36'55"W A DISTANCE OF 603.44 FEET;

THENCE, N00°02'31"W A DISTANCE OF 68.00 FEET;

THENCE, S89°36'55"E A DISTANCE OF 603.35 FEET;

— CENTER OF SECTION 5, T.4N., R.1W.
FOUND 2 1/2" BRASS CAP FLUSH
STAMPED 9753

"BASIS OF BEARING"

S89°46'48"E 5255.54'

FUTURE
RANCHO MERCADO
FINAL PLAT PARCEL A22

8' PUE DEDICATED PER
-SEPARATE INSTRUMENT

ARIZONA STATE
TRUST LAND

✓ SOUTH QUARTER CORNER SECTION 5, T.4N., R.1W.,
FOUND 2" ALUMINUM CAP STAMPED RLS 36562

33' ROAD ESMT
PER DKT 1450, PG 374

GEORGE J. &
ARLENE G. KAMARATA
A.P.N. 503-69-003B

33' ROAD ESMT |
PER DKT 1450 PG 374

SOUTHEAST CORNER SECTION 5, T.4N., R.1W.,
SOUTHWEST CORNER SECTION 4, T.4N., R.1W.,
FOUND 2" ALUMINUM CAP STAMPED LS 33307 2011

=====	SUBDIVISION BOUNDARY
=====	RIGHT OF WAY LINE
-----	EXISTING RIGHT OF WAY LINE
-----	CENTERLINE
-----	EXISTING EASEMENT LINE
-----	PROPOSED EASEMENT LINE
-----	SECTION LINE
-----	ALIQUOT SECTION LINE
▲	SUBDIVISION CORNER TO BE SET
○	FOUND MONUMENT AS NOTED
⊙	CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARDS)
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
D	DELTA
C1	CURVE TABLE NUMBER
L1	LINE TABLE NUMBER
Ⓡ	RADIAL BEARING

EAST QUARTER CORNER SECTION 5, T.4N., R.1W.,
WEST QUARTER CORNER SECTION 4, T.4N., R.1W.,
FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY
RLS 35832 2003

EAST QUARTER CORNER SECTION 4, T.4N, R.1W —
FOUND 3" BRASS CAP IN HANDHOLE
STAMPED MARICOPA COUNTY DEPARTMENT OF
TRANSPORTATION 36770

COUNTY: MARICOPA

SECTION: 5

TOWNSHIP: 4 NORTH

RANGE: 1 WEST

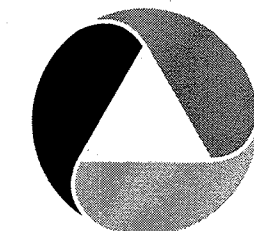
MAP OF DEDICATION

RANCHO MERCADO

VALLEY ROAD
CITY OF SURPRISE, ARIZONA

FEBRUARY
2018

REVISIONS:

**ATWELL**

PM.	J. SPRING
DR.	R. GILES

JOB NO.
09001944

SCALE 0 20 40
1" = 40 FEET

08001944 RANCHO MERCADO HWY RD MOD PM 6JUN

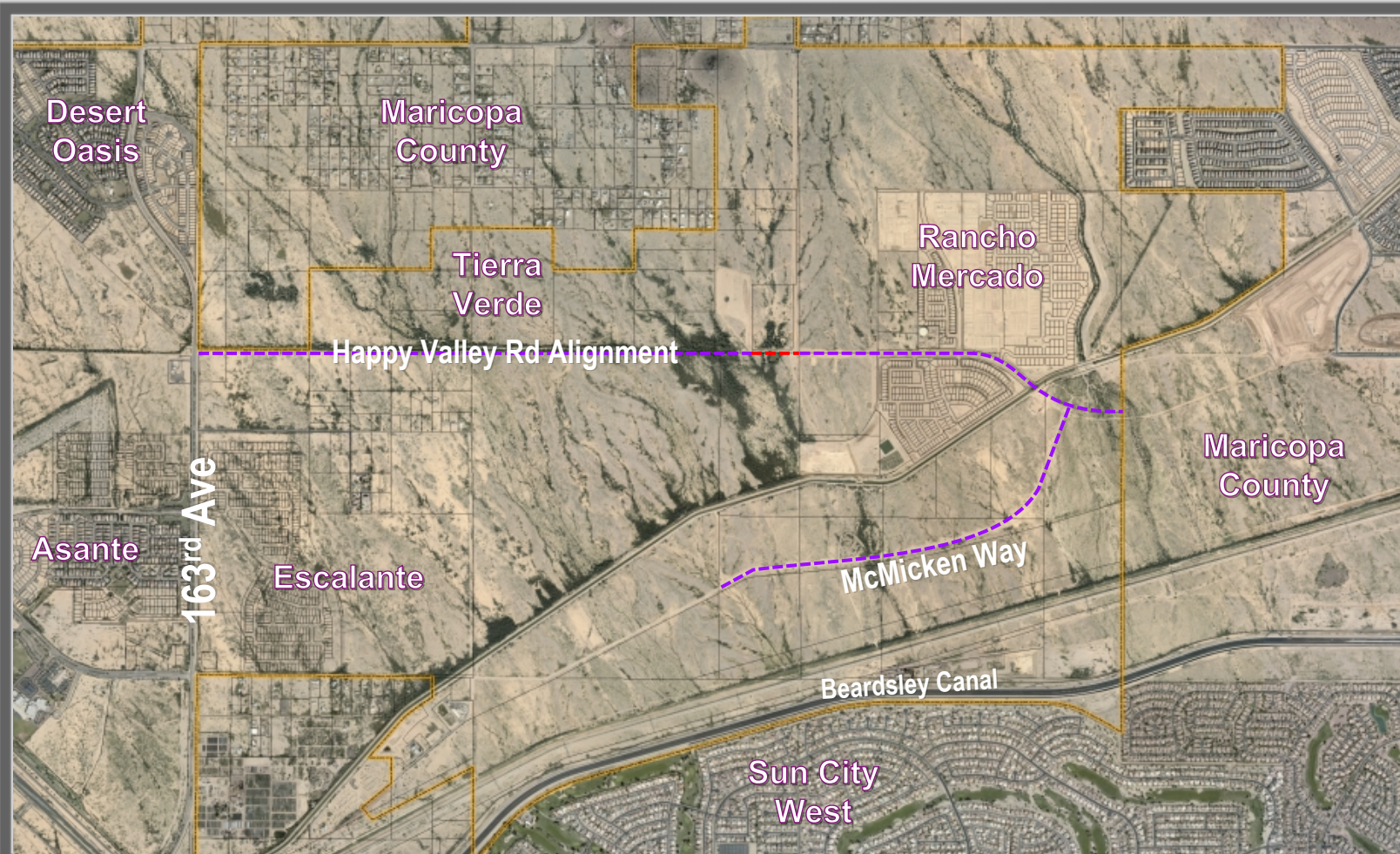
SHEET
NO.

2 OF 2



Happy Valley Road Phase 6 Map of Dedication

City Council
September 17, 2019



VICINITY MAP



QUESTIONS OR COMMENTS?

Thank You

Date: August 26, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: FS17-634 MOD for Happy Valley Road Phase 6 Right of Way Valuation

The Value of the Right of Way associated with the MOD for Happy Valley Road Phase 6 is \$205,170.00.

The area being dedicated as right-of-way is 41,034 square feet. The value of the land is \$5.00/sq foot.

Map of Dedication

REPORT TO THE CITY COUNCIL

Case:	FS17-634
Project Name:	Rancho Mercado – Happy Valley Road Phase 6 - MOD
Council District:	1 – ACACIA
Meeting Date:	September 17, 2019
Planner:	Sergio Angulo

Owner:	William Lyon Homes
Applicant:	William Lyon Homes
Request:	Map of Dedication for Happy Valley Road Phase 6
Site Location:	Happy Valley Road Alignment Adjacent to Parcel A22 in Rancho Mercado
Site Size:	0.942 Acres
Density:	N/A
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS17-634.
Support/Opposition:	None known.
Recommendation:	None

32 **Background:**

33
34 **November 10, 2007:** The subject property was annexed into the City of Surprise by the
35 Mayor and City Council.

36 **October 11, 2007:** The Mayor and City Council approved the Rancho Mercado Planned
37 Area Development (PAD).

38 **January 5, 2016:** The Mayor and City Council approved the Preliminary Plat for Rancho
39 Mercado Unit 1 which includes the subject property.

40 **March 10, 2016:** A Concept Review meeting was held for the current proposal under case
41 CR16-094.

42 **October 27, 2017:** The applicant filed a related request for a Map of Dedication under case
43 FS17-634, the subject case.

44 **Project Description:**

45
46 William Lyon Homes, requests approval of a Map of Dedication that will dedicate 0.942 acres
47 of right-of-way for Happy Valley Road in the Rancho Mercado Planned Area Development.
48 This portion of Happy Valley Road is adjacent to Parcel A22 of the Rancho Mercado PAD.
49 Approval of this Map of Dedication will allow the developer to continue with the development
50 of Happy Valley Road in this area.
51

52 **Findings:**

- 53
54
 - The proposed Map of Dedication is consistent with the Surprise General Plan 2035.
 - 55 • The proposed Map of Dedication is consistent with the Rancho Mercado PAD and the
 - 56 SUDC.
 - 57 • The proposed Map of Dedication is in substantial conformance with the approved
 - 58 Preliminary Plat under case FS15-069.

59

60 **Attachments:**

61
62 01 Map of Dedication
63

64 **Enclosure:**

65
66 Sealed mylars



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 17, 2019 Contact Person: Shirtley Phan
Submitting Department: Community Development District: District 4
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Heritage on Dysart" dated May 31, 2019, a 9.55 acre property located generally south of Elm Street and east of Dysart Road, in the SHD-CO (Surprise Heritage District- Commercial Overlay) zoning district.

Motion:

I move to approve the Final Plat entitled, "Heritage on Dysart" dated May 31, 2019.

Background:

Ernest Amponsah on behalf of Virtua Surprise Dysart Owner LLC submitted a request for a Final Plat and Site Plan for a 9.55 acre (approx.) parcel. The Site Plan is scheduled for Planning and Zoning Commission on September 19, 2019.

Objective Analysis:

This Final Plat is to combine six (6) parcels into one (1) parcel.

Policy Compliant:

This proposal Final Plat is consistent with the Surprise General Plan 2035 and the Surprise Municipal Code.

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

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. 00-FS18-644-Heritage on Dysart-Final Plat Staff Report 91719
2. 01-FS18-644-Heritage on Dysart- Vicinity Map
3. 02-FS18-644- Heritage on Dysart- Final Plat

4. 03-FS18-644 Heritage on Dysart- Flood Control District Comments
 5. 04-FS18-644 Heritage on Dysart-MWD Comments
 6. FS18-644-CC presentation 091719
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS18-644

Project Name: Heritage on Dysart Final Plat

Council District: 4-Mulberry

City Council Date: September 17, 2019

Planner: Shirley Phan

Owner: Virtua Surprise Dysart Owner, LLC

Applicant: Ernest Amponsah, QUYP Development Services, LLC

Request: Final Plat to combine six (6) parcels into one (1) 9.55 acre parcel in the Surprise Heritage District Commercial Overlay (SHD-CO).

Site Location: Generally south of Elm Street and east of Dysart Road

Site Size: 9.55 acres (approx.)

Density: 12 DU/AC

General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035

Support/Opposition: None known

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Municipal Code.

Alternative Actions:

Approval of the requested Final Plat to combine six parcels into one parcel to be a 9.55 acre parcel will allow the property to develop.

Denial of the requested Final Plat to combine six parcels into one parcel to be a 9.55 acre parcel.

47 **PROJECT DESCRIPTION:**

48
49 The applicant is requesting a Final Plat approval that will combine six (6) parcels into one
50 (1) 9.55 acre parcel in the Surprise Heritage District (SHD-CO). All lots are currently vacant.
51 The applicant plans to begin development soon after this Final Plat is approved.
52

53 **BACKGROUND:**

54 **December 6, 1960:** The Mayor and City Council approved an Annexation for the
55 subject property under Resolution RES_1960.

56 **May 23, 2018:** A Concept Review meeting was held for the current proposal under case
57 CR18-270.

58 **November 27, 2018:** The applicant submitted application for a Final Plat, Site Plan,
59 Model Home Complex, and Home Product Review for Heritage on Dysart, under Case
60 FS18-644, the subject case.

61 **September 19, 2019:** The Planning and Zoning Commission will consider a Site Plan to
62 allow Townhomes under Case FS18-644, the subject case.
63
64

65 **ANALYSIS AND DISCUSSION:**

66 The subject request is for a Final Plat in preparation of a multi-family residential project to
67 be located on a 9.55 acre property located south of Elm Street and east of Dysart Road in the
68 Surprise Heritage District (SHD-CO). The proposal is for the development of a 120-unit multi-
69 family project and its accessory uses.
70

71 **REVIEWING AGENCIES:**

72 In addition to the standard city internal reviewing departments, Flood Control District of
73 Maricopa County (FCD) and Maricopa Water District (MWD) were included in the routing of
74 this request. None of the reviewing agencies indicated any concerns over the request.
75

76 **SUMMARY:**

77 The proposed Final Plat meets the requirements of the SUDC and the General Plan.
78

79 **FINDINGS:**

- 80
 - The proposed Final Plat demonstrates compliance with the General Plan 2035.
 - The proposed Final Plat demonstrates compliance with the SUDC as applicable.

81
82

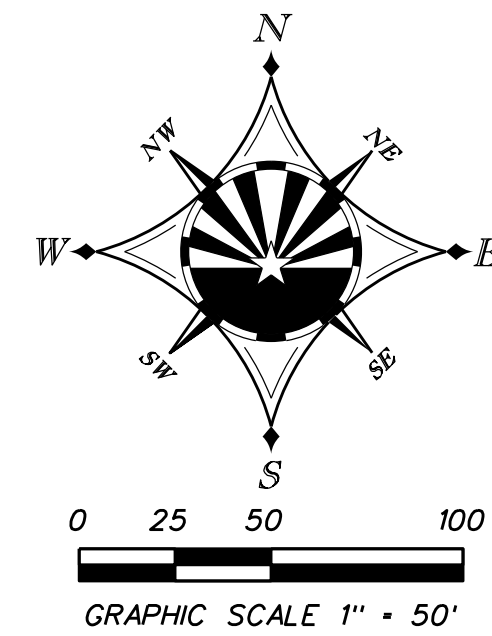
83 **Attachments:**

84
85 01 Vicinity Map
86 02 Final Plat
87 03 Flood Control District Comments
88 04 Maricopa Water District Comments

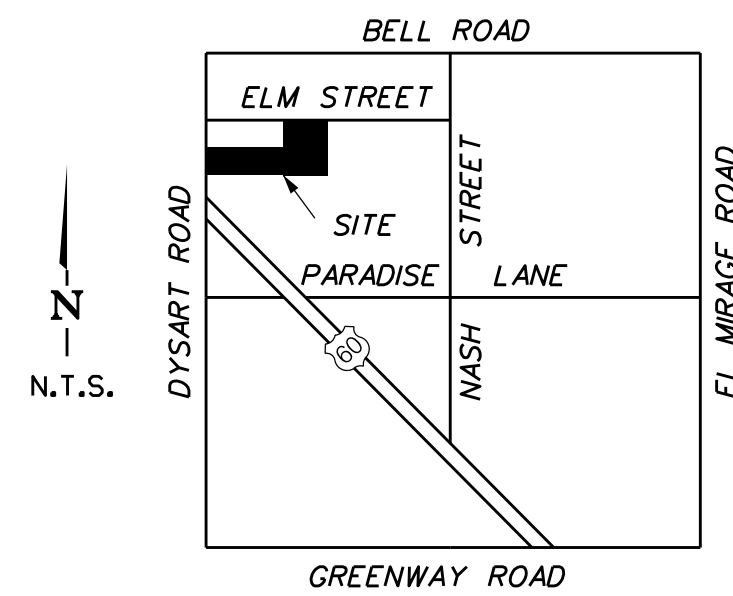
Vicinity MAP



HERITAGE ON DYSART FINAL PLAT
OF
A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP



LEGEND

- FOUND MONUMENT (TYPE SHOWN)
- PROPERTY LINE
- SET 1/2" REBAR WITH CAP 26404

SURVEYOR'S
CERTIFICATION

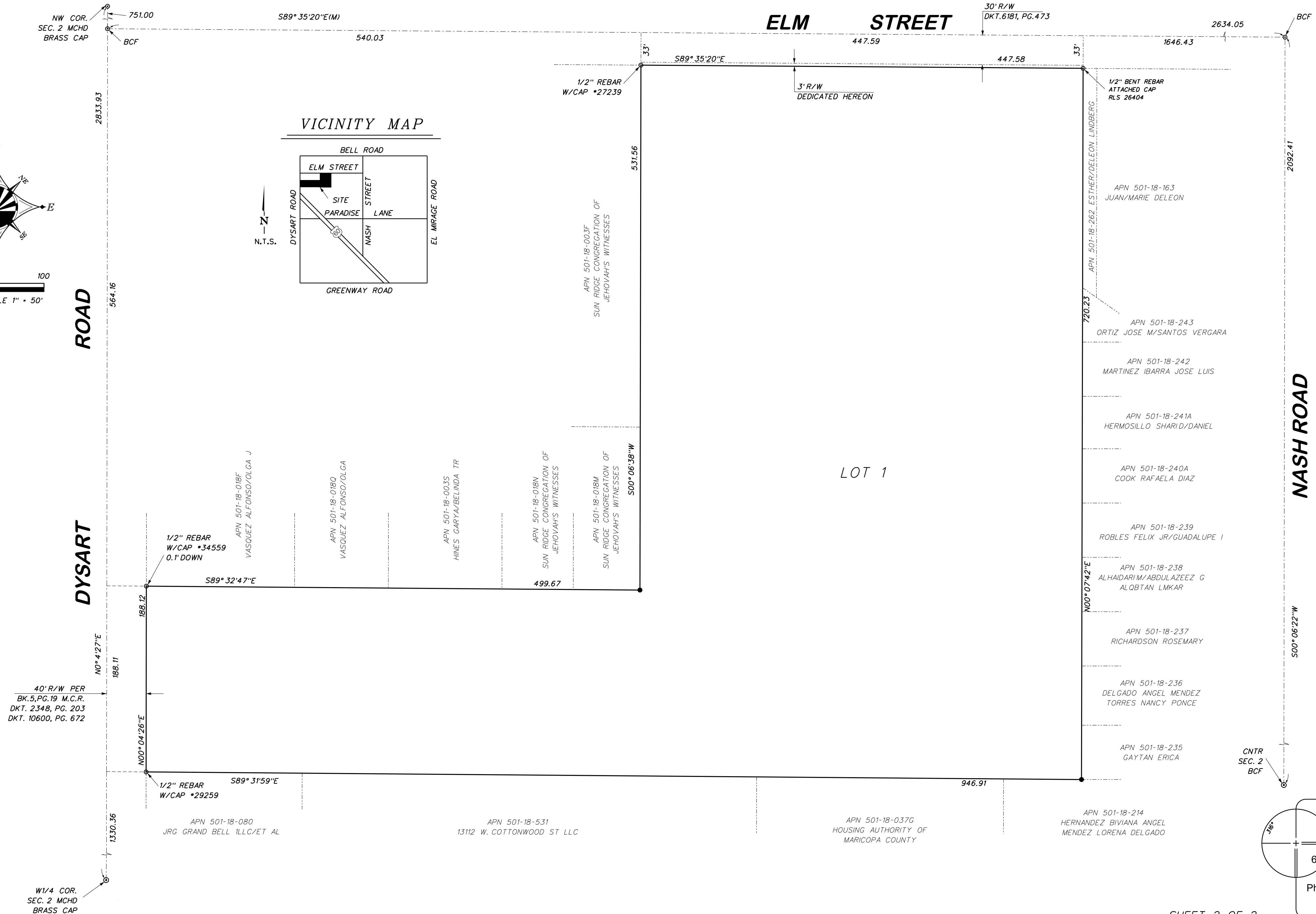
I, JAMES A. LOFTIS, HEREBY CERTIFY:
THAT THE SURVEY PLATTED HEREON
WAS MADE UNDER MY SUPERVISION
DURING THE MONTH OF SEPT., 2018.



EVERETTALAN
{ GROUP }

6300 East Cave Creek Road, Suite 202
Cave Creek, Arizona 85331
Phone 480.990.0545 Fax 480.994.9097
www.EverettAlanGroup.com

SHEET 2 OF 2



From: [Peter Hughes - FCDX](#)
To: [Allysa Robinson](#)
Subject: RE: FS18-644 Heritage on Dysart Site Plan, Final Plat, Model Home Complex New Submittal
Date: Tuesday, December 04, 2018 8:19:21 AM

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

Allysa,

The Flood Control District of Maricopa County has the following comments.

Project Name: FS18-644. Project Information: Heritage on Dysart. APN: 501-18-295, 294, 293, 292, 291 and 501-18-030A

- Parcels 501-18-295, 294, 293, 292, 291 and 501-18-030A are located in FEMA Flood Zone X, which is not in the SFHA.
- Parcels 501-18-295, 294, 293, 292, 291 and 501-18-030A are located on FEMA FIRM Panel Number 1240L.

Thanks,
Peter

From: Allysa Robinson [mailto:Allysa.Robinson@surpriseaz.gov]

Sent: Monday, December 03, 2018 3:18 PM

To: 'Yvonne Aguirre' ; 'Vern Wolfley - MAG' ; 'Richard Hammitt' ; Peter Hughes - FCDX ; Mark Frago - FCDX ; 'Bob Woodring - TEMPX'

Subject: FS18-644 Heritage on Dysart Site Plan, Final Plat, Model Home Complex New Submittal
Attached please find the submittal documents for the above referenced project.

Best regards,

Allysa Robinson

Project Coordinator

City of Surprise | Community Development

16000 N. Civic Center Plaza | Surprise AZ | 85374

www.surpriseaz.gov

Phone: 623-222-3099

Fax: 623-222-3001

Allysa.Robinson@surpriseaz.gov

City of Surprise offices open at 8 a.m. and close at 5 p.m. Monday through Friday. More info at www.surpriseaz.gov.

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

0.1

03 Dec 2018 22:17:42 -0000

From: [Debbie Trasancos](#)
To: [Allysa Robinson](#)
Cc: [Chris Cain](#); [Leslie Jarrell](#)
Subject: RE: FS18-644 Heritage on Dysart Site Plan, Final Plat, Model Home Complex, Home Product Review
Date: Monday, December 03, 2018 6:37:07 AM

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

Allysa,

Thank you for providing the electronic submittal for Heritage on Dysart (FS18-644).

Maricopa Water District (MWD) has reviewed this submittal and determined this lies outside the current boundaries of MWD therefore, does not impact MWD.

Thanks again,

Debbie Trasancos

Maricopa Water District

Property & Contracts Specialist

14825 W. Grand Avenue

Surprise, AZ 85374

Ph 623/546/8266

Fax 623/584-2536

debbiet@mwdaz.com

From: Allysa Robinson

Sent: Thursday, November 29, 2018 12:04 PM

To: 'Barbara Plante - Luke'; 'Bob Woodring - TEMPX'; 'Bryce Christo (bchristo@cityofelmirage.org)'; Chris Cain; Christina Betz; Daniel Trujillo; Debbie Trasancos; 'Don Romero - USPS'; Donna Miller; Elsa DeMoss; 'Ernest (USPS)'; 'Eva Pierce'; Greg Welch; 'Ibeth - USPS'; 'Jorge Gastelum - El Mirage'; 'Kevin Shipman'; Leslie Jarrell; Lloyd Abrams; 'Mark Frago'; 'Mary Orta - Surprise Chamber'; 'Peter Hughes - FCDX'; 'Project Coordinator'; 'Raoul Sada - Surprise Chamber'; 'Richard Hammitt'; Sandy Simmons; Shirley Phan; 'Vern Wolfley - MAG'; 'Victor.Schaum'; 'Yvonne Aguirre'

Subject: FS18-644 Heritage on Dysart Site Plan, Final Plat, Model Home Complex, Home Product Review

Attached please find the submittal documents for the above referenced project. Please feel free to contact us with any questions.

Best regards,

Allysa Robinson

Project Coordinator

City of Surprise | Community Development

16000 N. Civic Center Plaza | Surprise AZ | 85374

www.surpriseaz.gov

Phone: 623-222-3099

Fax: 623-222-3001

Allysa.Robinson@surpriseaz.gov

City of Surprise offices open at 8 a.m. and close at 5 p.m. Monday through Friday. More info at www.surpriseaz.gov.

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
0.1

29 Nov 2018 19:04:45 -0000



FS18-644

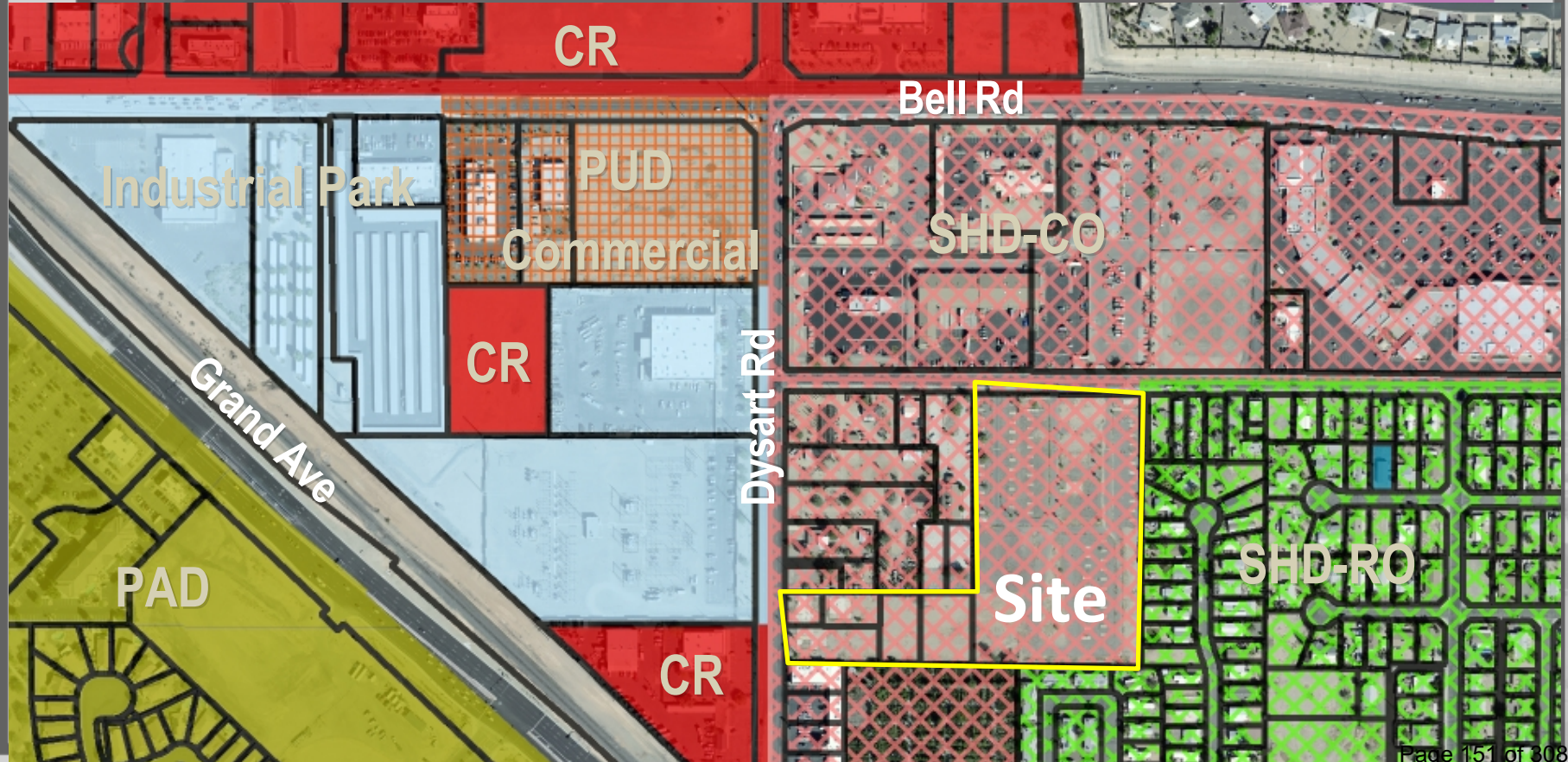
Heritage on Dysart-Final Plat

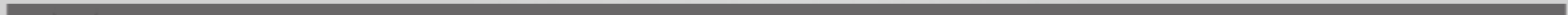
City Council
September 17, 2019

Vicinity MAP

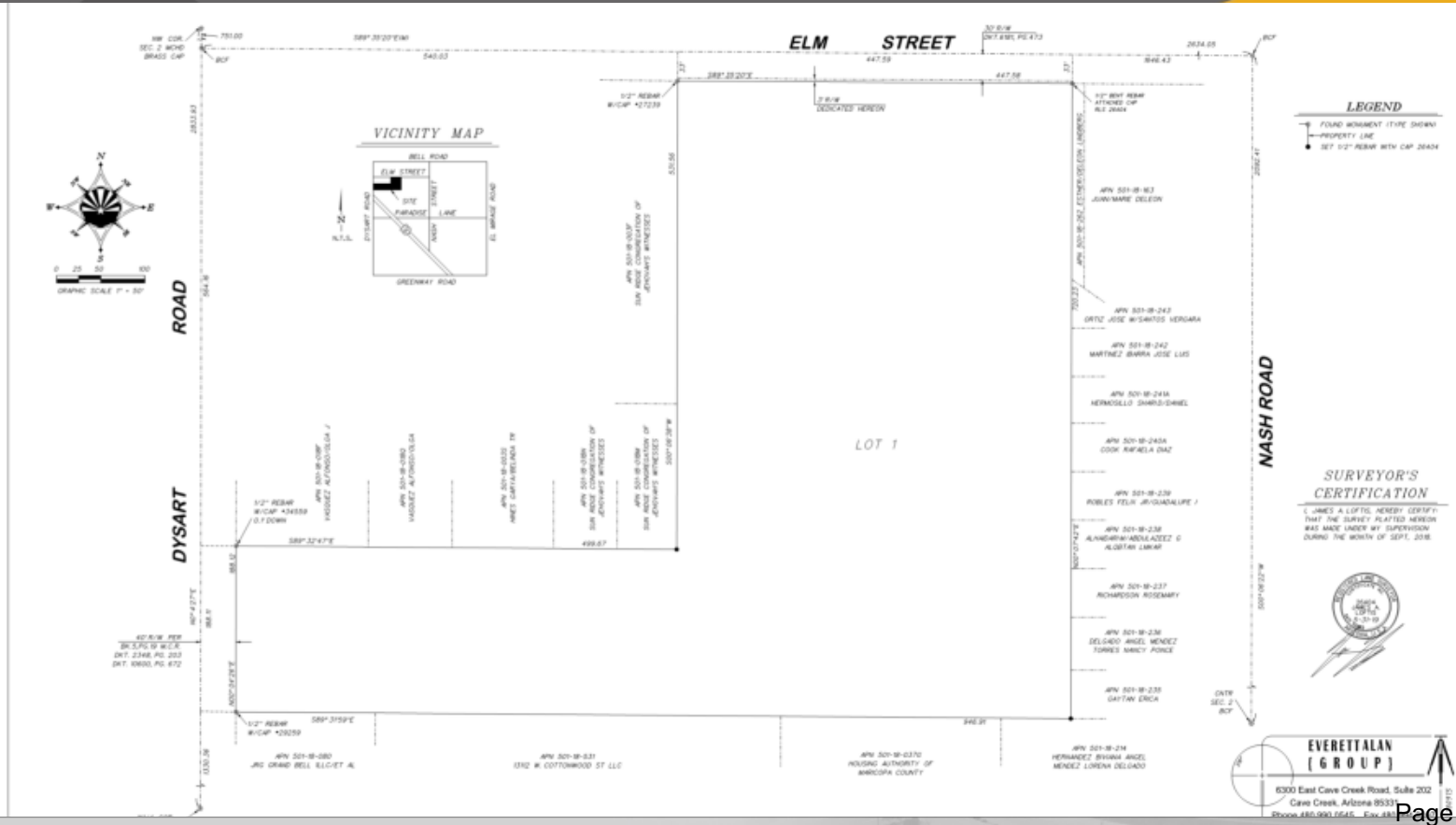


SURROUNDING ZONING





Final Plat





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 17, 2019
Submitting Department: Parks and Recreation
Staff Recommendations: None

Contact Person: Donna Miller, DIRECTOR - CRS
District: Citywide

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

Agenda Wording:

Consideration and action amending the Fiscal Year 2020 Capital Budget by reallocating appropriations of \$4,200 from Contingency within the Grants Fund to the General Capital Fund for a donation from the Friends of the Surprise Libraries; Resolution #2019-105.

Motion:

I move to approve Resolution #2019-105.

Background:

For the past two years, the Friends of the Surprise Libraries have donated \$15,000 annually to support Saturday hours at Hollyhock Library. The Friends are generously donating another \$15,000 for Fiscal Year 20 to continue Saturday operations. In addition, the Friends have approved an additional donation in the amount of \$4,200 to install an outdoor book drop at the new Asante Library.

Objective Analysis:

An outdoor book drop at the Asante Library will assist patrons with the convenience of dropping off library materials without having to get out of their vehicle. The donation from the Friends will cover the costs of the outdoor book drop.

Policy Compliant:

This action is compliant with City and Council policy.

Financial Impact:

This one-time donation will allow for the purchase of an outdoor book drop as part of the Asante Library Capital Project. Ongoing maintenance expenses should be minimal and will be absorbed by the department's operational budget.

Budget Impact:

This action will reallocate appropriations in the amount of \$4,200 from contingency within the Grants Fund to project P54120 City Library #3 within the General Capital Fund. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. Res. 2019-105 for HH Donation.jtm (3)
-

RESOLUTION # 2019-105

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF \$4,200 FROM CONTINGENCY WITHIN THE GRANTS FUND TO THE CAPITAL FUND PROJECT # P54120 FOR THE DONATION FROM THE FRIENDS OF THE LIBRARY.

WHEREAS, the FY2020 budget was adopted including funding for the construction of Asante Library P54120;

WHEREAS, the Friends of the Library wish to donate \$4,200 to fund an outdoor book drop for the Asante Library;

WHEREAS, the FY2020 budget was adopted by Council Resolution #2019-75 on June 4, 2019;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2019 through June 30, 2020.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-105

Exhibit A

1. Appropriation- The allocations below represent a reallocation of appropriations in the amount of \$4,200 from Contingency within the Grants Fund to project # P54120 within the Capital Fund to establish a budget for the outdoor book drop at Asante Library. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Capital	Parks and Recreation	#P54120 Services	E	\$557,400	\$4,200	\$561,600
Capital	Parks and Recreation	#P54120 Other	R	\$0	\$4,200	\$4,200
Grants	General Operations	Contingency	E	\$24,000,000	(\$4,200)	\$23,995,800
Grants	General Operations	Contingency	R	\$24,377,400	(\$4,200)	\$24,373,200
				\$48,934,800	\$0	\$48,934,800



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 17, 2019
Submitting Department: Parks and Recreation
Staff Recommendations: None

Contact Person: Donna Miller, DIRECTOR - CRS
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to approval of a Intergovernmental Agreement between the Maricopa County Library District and the City of Surprise for the operation of the Northwest Regional Library, the Hollyhock Branch Library and the Asante Library through June 30, 2024; Resolution #2019-96.

Motion:

I move to approve Resolution #2019-96.

Background:

The Maricopa County Library District and the City of Surprise entered into an Intergovernmental Agreement (IGA) for the operation of the Northwest Regional Library in 2001 and a separate IGA for the operation of the Hollyhock Branch Library in 2002. In Fiscal Year 2017, the City entered into a new IGA with the Maricopa County Library District for the operation of both libraries. The current IGA expires on June 30, 2020.

In Fiscal Year 2017, a Library Feasibility Study was completed and recommended the construction of a third library in Surprise. The Asante Library is currently under construction and will be complete in December 2019. The City is planning to utilize the Maricopa County Library District for the operation of the new Asante Library and therefore a new IGA is required. The new IGA will continue operation of the three libraries by Maricopa County Library District through June 30, 2024 with options to renew beyond that date.

The IGA also memorializes that the Maricopa County Library District will be purchasing the library specific technology equipment required for Asante Library as well as the opening day materials collection. The City will be reimbursing the County for the purchase of the items.

Objective Analysis:

The Library Feasibility Study recommended the city maintain the IGA with the Maricopa County Library District for library operations. The study reviewed direct expenses paid by the City and the services provided by the Maricopa County Library District and concluded that the City is getting good value for the funds expended as well as residents have access to over 650,000 physical items offered through Maricopa County Library District.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

The estimated annual expenditure for Fiscal Year 2020 with Maricopa County Library District for the operation of Northwest Regional Library is \$2,047,000. The estimated annual expenditure for Fiscal Year 2020 for the operation of Hollyhock Branch Library is \$81,000.

The estimated annual expenditure for operation of the Asante Branch Library is \$800,000. This includes staffing, programming and materials for the library based on being open 48 hours per week.

Budget Impact:

The Fiscal Year 2020 adopted budget includes appropriation for the operation of Northwest Regional Library and Hollyhock Branch Library. The Fiscal Year 2020 adopted budget also includes appropriation for \$422,200 for the IGA with Maricopa County Library District to begin operation of the Asante Library upon opening which is anticipated in January 2020. The Fiscal Year 2021 budget will need to include a full year of operations for Asante Library which is currently estimated at \$800,000.

The Fiscal Year 2020 adopted capital budget includes appropriation of \$550,000 for furniture, fixtures and equipment for Asante Library. The funding for the library specific technology equipment and the opening day materials collection is included in this appropriation.

FTE Impact:

There is no FTE impact for the City. The IGA with Maricopa County Library District includes all staffing of the three libraries.

ATTACHMENTS:

1. 132095938898708476Res 2019-96-IGA with MCLD-final docx
 2. G-30217 Surprise Libraries v4 Final CLEAN 7-31-19
-

RESOLUTION # 2019-96

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT FOR THE OPERATION OF THE NORTHWEST REGIONAL LIBRARY, THE HOLLYHOCK BRANCH LIBRARY AND THE ASANTE LIBRARY.

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 City of Surprise and the Maricopa County Library District (“MCLD”) entered into Intergovernmental Agreement C-65-16-30-M-00 (the “IGA”), effective July 1, 2016 governing the operation of the Northwest Regional Library and the Hollyhock Branch Library with an extension through June 30, 2020;

WHEREAS, the City is constructing the Asante Library and construction is expected to be completed in December 2019;

WHEREAS, the City desires to enter into a new IGA with the MCLD to include the operation of Asante Library with the continued operation of Northwest Regional Library and the Hollyhock Branch Library; and

WHEREAS, this new IGA memorializes that the MCLD will be purchasing all library specific information technology (and related equipment) as well as all opening day materials collection for Asante Library and that the City will reimburse Maricopa County Library District for the purchase of these items.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the Maricopa County Library District, attached as Exhibit A, is approved.

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

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY LIBRARY DISTRICT.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
MARICOPA COUNTY LIBRARY DISTRICT
AND CITY OF SURPRISE
FOR
OPERATION OF THE NORTHWEST REGIONAL LIBRARY,
HOLLYHOCK BRANCH LIBRARY, AND ASANTE LIBRARY**

**Agenda # C-65-20-____-____-00
G - 30217**

This Intergovernmental Agreement ("Agreement") is entered into by the City of Surprise ("City"), a municipal corporation of the State of Arizona, and the Maricopa County Library District, a political subdivision of the State of Arizona ("District"). The City and the District may be collectively referred to herein as "Parties" or individually as a "Party."

RECITALS:

WHEREAS, the Parties are empowered by Arizona Revised Statute (A.R.S.) § 11-952 to enter into this Agreement; and

WHEREAS, the District was established in accordance with A.R.S. § 48-3901 and the City is a member of the District; and

WHEREAS, the District currently operates the Northwest Regional and Hollyhock Branch Libraries on the City's behalf by virtue of that certain Intergovernmental Agreement known as County IGA Number G-30202 (C-65-16-030-M-00), which was fully executed on June 22, 2016, and amended by a June 2, 2017 First Amendment (C-65-16-030-M-01), as well as a May 31, 2018 Second Amendment (C-65-16-030-M-02) (collectively, the "IGA");

WHEREAS, the term of the IGA expires on June 30, 2020; and

WHEREAS, construction is underway on a new City library which will be known as the Asante Library and the City desires that the District operate the new library on its behalf as well; and

WHEREAS, the Parties now desire to enter into this mutually beneficial Agreement to establish the terms and conditions under which the Parties will continue providing library services to City and Maricopa County residents at the Northwest Regional and Hollyhock Branch Libraries, and to establish the terms and conditions under which the Parties will provide library services at the new Asante Library; and

WHEREAS, upon full execution of this Agreement, the Parties agree that this Agreement supersedes and terminates the IGA known as G-30202 described above.

TERMS OF AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the sufficiency and adequacy of which the Parties acknowledge, City and District hereby agree as follows:

1. **Recitals.** The accuracy of the foregoing Recitals is acknowledged and the Recitals shall, by this reference, be incorporated herein and made a part of this Agreement.

2. **Purpose.** The purpose of this Agreement is to identify and define the roles, responsibilities, liabilities, and rights of the District and City for the District's operation of the following libraries ("Facilities") located on City-owned real property:

2.1 **Northwest Regional Library.** 23,000 square feet (SF) of building space located at 16089 N. Bullard Avenue, Surprise, Arizona, as depicted on **Exhibit "A"**, which is attached hereto and made a part hereof; and

2.2 **Hollyhock Branch Library.** 1,020 SF of building space located at 15844 N. Hollyhock Street, Surprise, Arizona, as depicted on **Exhibit "B"**, which is attached hereto and made a part hereof; and

2.3 **Asante Library.** 10,000 SF of building space on an approximately two (2) acre site within the Asante Community Park which is located at 16763 W. Vereda Solana Drive, Surprise, Arizona, as depicted on **Exhibit "C"**, which is attached hereto and made a part hereof.

3. **Term.** The term of this Agreement shall commence upon full execution and expire on June 30, 2024 unless sooner terminated as provided for in this Agreement.

3.1 **Option to Renew.** Provided this Agreement is in full force and effect and provided the District is not in default under any of the terms and/or conditions of this Agreement at the conclusion of the initial term set forth herein, or a renewal term as contemplated below, the Parties may, upon mutual written consent, renew this Agreement under the same terms or conditions for a term of one (1) year or more, but not to exceed a total of five (5) years. ("Option"). This Agreement, the terms and conditions herein, and any renewals hereof, shall not extend beyond June 30, 2029. Should the Parties wish to change any of the terms or conditions set forth herein, at any time, a new agreement, or an amendment to this Agreement, will be required.

3.2 **Exercise of Option.** If the Parties mutually consent to renew this Agreement, the Parties shall exchange written notice, signed by the Parties' authorized administrative signatories, no later than the date which is at least ninety (90) days prior to the expiration of this Agreement or any renewal term, as the case may be. Upon receipt of mutual written notice,

the District shall draft an amendment to the Agreement setting forth the new termination date and any amended terms agreed to by the Parties. Upon review and approval by the Parties' respective staff, the Parties will then seek approval of their respective governing bodies.

4. **Permitted Use.** The District shall use the Facilities as public libraries and shall have access twenty-four (24) hours per day and seven (7) days per week ("Permitted Use"). The District is also hereby granted a non-exclusive right to use in common with the City, other tenants and occupants, and other parties authorized by the City, common areas, which include, but are not limited to, parking areas, sidewalks, hallways, stairways, restrooms, and other common areas and facilities as the City shall from time to time designate for common use ("Common Areas").

4.1 **Personal Property.** The City owns the library materials collections that are housed in the Facilities for the public's use and expressly grants the District the right to use the materials in conjunction with the administration of the Facilities and the District as a whole, which includes rotating library materials through other District library branches upon request. In addition to the Facilities and library materials collections, the City hereby authorizes the District to use the City's personal property such as computers, printers, copiers, phones, chairs, materials shelves, tables, and other similar furniture, fixtures, supplies, and equipment necessary for operation of the Facilities ("City Personal Property"). The Parties agree that the library materials collections and City Personal Property shall continue to be owned by the City.

5. **Fees for Property Use.** The District's operation of the public libraries and use of the Facilities and Common Areas is a mutual benefit to the Parties and the community as a whole. Therefore, the fee for the District's use of the Facilities and Common Areas is \$0.00 per annum.

6. **Utilities and Maintenance of Property.** The City, at its sole cost and expense, shall be responsible for: (1) all utilities serving the Facilities and Common Areas; (2) provision of janitorial and landscaping services for the Facilities and Common Areas; and (3) maintaining the Facilities and Common Areas.

7. **City and District Obligations.** The Parties shall:

7.1 Meet regularly, and cooperate in good faith at all times to facilitate the provision of library services and determine hours of operation for each library.

7.2 Cooperatively develop a budget of operating expenditures for each of the three libraries annually by April 1st.

- 7.3 Individually appoint an authorized representative to carry out the duties set forth in this Agreement delegated to such authorized representatives. Either Party may change the designation of its authorized representative by giving notice the other party pursuant to Paragraph 16 herein.
- 7.4 Cooperatively develop a plan and budget for the Furniture, Fixtures and Equipment (FF&E) required for the opening of Asante Library in January 2020. The District shall purchase all library specific Information Technology equipment including computers for staff and the public, printers and related equipment, the book sorter and related equipment, and all phones and related network equipment ("Start-up Property"). District shall invoice the City for such Start-Up Property, and City shall reimburse the District in an amount not to exceed \$275,000. The District shall invoice the City for all equipment, at cost; without the 10% overhead cost applied. At the time of payment, title to any and all such Start-Up Property shall be transferred to City. The District shall also purchase the opening day materials collection in advance of the library opening. District shall invoice the City for the opening day materials collection in an amount not to exceed \$50,000, and the City shall reimburse the District in an amount not to exceed \$50,000.

8. **City Obligations.** The City shall:

- 8.1 Reimburse the District within thirty (30) calendar days of receipt of the District's monthly invoice for operating expenses.
- 8.2 Maintain the Facilities (structures and Common Areas):
 - 8.2.1 In conformance with all applicable federal, state and local statutes, rules, laws, ordinances, regulations and codes; and
 - 8.2.2 In good repair, to include correcting any hazardous conditions existing as the result of any structural defect or unsoundness. The term "structure" as used herein includes walls, roofs, floors, foundations, stairways, exterior sidewalks and all electrical, plumbing, heating and air-condition systems and equipment. It is understood that the Northwest Regional and Hollyhock Branch libraries are currently in a state of good repair; a certificate of occupancy must be obtained for the Asante Library before it can be occupied by the District; and
 - 8.2.3 In conformance with all applicable standards contained in the *International Building Code for Life Safety* ("IBC"), and to all provisions for handicapped accessibility set forth in A.R.S. §§ 9-499.02 and 34- 401 through 34-439. This will include, but not be limited to, handicapped accommodations such as restrooms, drinking fountains, pedestrian ramps; and

8.2.4 In conformance with all *Americans with Disabilities Act* requirements for public accommodations that are "readily achievable unless an undue burden would result."

8.3 Conduct routine maintenance which shall include, at a minimum: electrical and plumbing repairs, painting the interior walls, repairing or replacing floor covering(s), replacement of all broken glass, and performing all repair, replacement and/or maintenance of installed building utility system(s) and equipment (including water heaters, furnaces, air conditioners and fire extinguishers).

8.4 Coordinate as necessary to review and respond to any maintenance, repair, or operational needs identified by the District.

8.5 Insure the Facilities, library materials collection, and City Personal Property for all perils and risk coverage.

9. **District Obligations.** The District shall:

9.1 Invoice the City monthly for the District's operating expenses which includes 10% overhead costs related to indirect administrative centralized services.

9.2 Provide:

9.2.1 Centralized acquisitions, cataloging, processing, marketing, library materials consulting services; and

9.2.2 Centralized personnel to conduct fiscal, procurement, and supply tasks as well as any other necessary library administrative services; and

9.2.3. City an opportunity to participate in the District's Library Assistance Program through a separate agreement; and

9.2.4 Public access to all library programs and materials within the District's system during operating hours; and

9.2.5 District policies, procedures and operations manuals as well as support network for operation of the Facilities as determined by the District; and

9.2.6 Coordinated children's programs and services which may include summer reading, year-round reading, storytelling, school visits, crafts, read-aloud programs, performances and special events.

- 9.3 Donate or dispose of used library materials purchased with City funds as directed by City.
- 9.4 Coordinate with local schools to offer assistance in developing literacy improvement programs.
- 9.5 Supervise all library staff in programming, online reference, and collection development.
- 9.6 Encourage input from citizens in the selection of library materials and programs.
- 9.7 Generally operate all Facilities and provide library services in as good and professional manner as is currently provided at Hollyhock Branch and Northwest Regional libraries.

10. **Compliance with laws.** District agrees to comply with all federal, state and local statutes, laws, ordinances, rules, and regulations which relate to their use of the Facilities and Common Areas.

11. **Insurance.** District and City acknowledge and agree that the Parties to this Agreement are each self-insured or otherwise possess necessary and proper insurance policies. During the entire time that this Agreement is in force, each Party, at its sole cost and expense, shall carry and maintain levels of Commercial General Liability, Automobile Liability, Worker's Compensation insurance, Property, and Environmental/Pollution Insurance coverages that are considered standard for the Facilities and Permitted Use.

12. **Indemnification.** Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

13. **Conflicts; Termination.**

- 13.1 As prescribed by A.R.S. §38-511 as amended, either Party may cancel this Agreement within three years after its execution and without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either Party is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of either Party to the contract in any capacity or a consultant to any other Party to the Agreement with respect to the subject of this Agreement. In the event either Party elects to exercise its

right under A.R.S. § 38-511 as amended, the Party agrees to give notice thereof immediately in writing to the other Party.

- 13.2 This Agreement may be terminated in whole or in part by either Party at the end of any fiscal year due to non-appropriation of funds without any penalty or liability to the other Party. A Party shall inform the other Party of the possibility of partial or full non-partial appropriation of funds as soon as the Party knows and collaborate to effect closure of a library and/or all the Facilities as necessary.
- 13.3 This Agreement may also be terminated in whole or in part by either Party for any reason, or no reason, by written notice at least one hundred twenty (120) days prior to the effective date of such termination ("Early Termination").
- 13.4 This Agreement may also be terminated in whole or in part by mutual written agreement of the Parties on an agreed upon date.

14. Default.

- 14.1 Each of the terms in this Agreement is considered material and failure to perform any of them shall constitute a breach of this Agreement. Either Party shall have the right to terminate this Agreement if the other Party does not, within thirty (30) days of receipt of a written notice thereof, cure any terms in default. Notwithstanding the foregoing, if the nature of the breach cannot be cured within said thirty (30) day period, the noticing Party shall not have the right to terminate this Agreement if the other Party commences the cure within the thirty (30) day period and diligently pursues the cure to completion thereafter.
- 14.2 Neither Party shall be considered to be in default in the performance of any of the obligations hereunder, other than obligations to either Party to pay costs and expenses, if failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the Party affected, including but not limited to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require either Party to settle any strike of labor dispute in which it may be involved. Either Party rendered unable to fulfill an obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch. If either Party claims its failure to perform was due to an uncontrollable force, that Party shall bear the

burden of proof that such activity was within the meaning and intent of this section, if such claim is disputed by either Party.

15. **Disputes.** Unless either Party elects to terminate as permitted herein, disputes arising from this Agreement shall be subject to arbitration as may be required by A.R.S. § 12-1518. A notice of a dispute must be provided in writing to the other Parties and provide a summary of the issue that is the subject of the dispute.

15.1 The Parties shall confer within thirty (30) days of receipt of a notice of dispute to resolve the dispute and/or decide, within ten (10) days after conferring, on a mutually acceptable arbiter. If a mutually acceptable arbiter cannot be agreed upon within thirty (30) days after conferring, the Parties agree that each Party shall name one (1) arbiter and those two (2) arbiters shall select a third arbiter. Any decisions made shall be made by a majority of the panel of three arbiters.

15.2 If the Parties mutually agree to proceed to arbitration in lieu of terminating this Agreement, arbitration shall be binding. The cost of any arbitration shall be shared equally by the Parties.

16. **Notice Addresses.** All notices herein required to be given shall be sent:

To District:
Director
Maricopa County Library District
2700 N. Central Avenue, #700
Phoenix, AZ 85004

With a copy to:
Director
Maricopa County Real Estate Dept
2801 W. Durango Street
Phoenix, AZ 85009

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

16.1 **Notice Requirements.** All notices required or permitted by this Agreement or applicable law shall be in writing and delivered in person (by hand or by courier), or sent by first class, certified mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this section. The addresses specified in this section shall be that Party's address for delivery or mailing of notices. Any Party may, by written notice to the others, specify a different address for notice.

16.2 **Date of Notice.** Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, if no delivery date is shown, the postmark thereon or the

date refused. If sent by first class mail, the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Postal Service Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier.

17. **Return of Premises.** At the expiration of this Agreement, or early termination pursuant to the terms set forth herein, District shall return the Facilities to City in a reasonable condition, normal wear and tear excepted. The District shall have sixty (60) days after the expiration or termination of this Agreement within which to return any of the City's library materials collection that may be out on loan to another library to the City.

18. **Future Transfer of Operation.** The Parties recognize that the City may desire to assume full operation of one or more of the Facilities in the future. Upon notice from the City of this desire, the Parties will cooperate to effect such a transfer as efficiently as possible, which includes, but is not limited to, the District assisting with a transfer of branch client information by providing technical support, updates to the public, coordinating to ensure a seamless transition of staff, and terminating this Agreement.

19. **Agreement as License.** The Parties intend and mutually agree that this Agreement shall be construed as a mere license for District to operate the Facilities. This Agreement shall not be construed as a lease, sublease, rental agreement or easement. It is understood and mutually agreed that District has no ownership interest whatsoever in the City's real property, library materials collection, or City Personal Property.

20. **No Assignment.** District shall not assign any of the rights received pursuant to the terms of this Agreement without the prior written consent of the City.

21. **Time is of the Essence.** 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 of the State of Arizona, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or a legal holiday. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days and not business days.

22. **No Partnership or Joint Venture.** Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement among the Parties. Except as expressly provided herein, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

23. **Venue; Governing Law.** The proper venue for any proceeding at law or in equity or under the provisions for dispute resolution / arbitration shall be Maricopa County. This

Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.

24. **Entire Agreement.** This Agreement, together with any exhibits attached hereto and any agreements executed contemporaneously herewith, constitutes the entire agreement between the Parties and sets forth all of the covenants, promises, agreements, conditions and understandings among the Parties, and there are no covenants promises, agreements, conditions or understandings, either oral or written, among the Parties other than as set forth herein. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by the Parties. The Parties have reviewed this Agreement and have had the opportunity to have it reviewed by legal counsel.

25. **Waiver.** Waiver of any breach of any term, conditions or covenant herein contained shall not be deemed to be a waiver of any other term, condition or covenant herein, or of a subsequent breach of any term, covenant or condition herein. Any Party's consent to, or approval of, any subsequent or similar act shall not be deemed to render unnecessary the obtaining of that Party's consent to, or approval of, any subsequent or similar act by another Party, to be construed as the basis of an estoppel to enforce the provision or provisions of this Agreement requiring such consent.

26. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

27. **Authority to Execute.** Each Party warrants that the person signing this Agreement has the authority to do so.

28. **Headings.** Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

29. **Cooperation.** The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by the Parties pursuant to this Agreement.

30. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto are upon the same instrument.

31. **Not Binding Until Signed.** Submission of this instrument for examination shall not bind the Parties in any manner, and no obligation on any Party shall arise until this Agreement is fully executed by the Parties and delivered to each Party.

32. **Delegation of Authority.** Since this Agreement will require administrative action, including execution of documents, from time to time to carry out the intent of the Agreement, the Director of the Maricopa County Library District, the Assistant County Manager for Maricopa County, and the Real Estate Director for Maricopa County are hereby given the authority and charged with the responsibility for proper administration of this Agreement, whether or not specific authority is granted in any provision of this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Exhibit A

Northwest Regional Library - 16089 N. Bullard Avenue Surprise, AZ

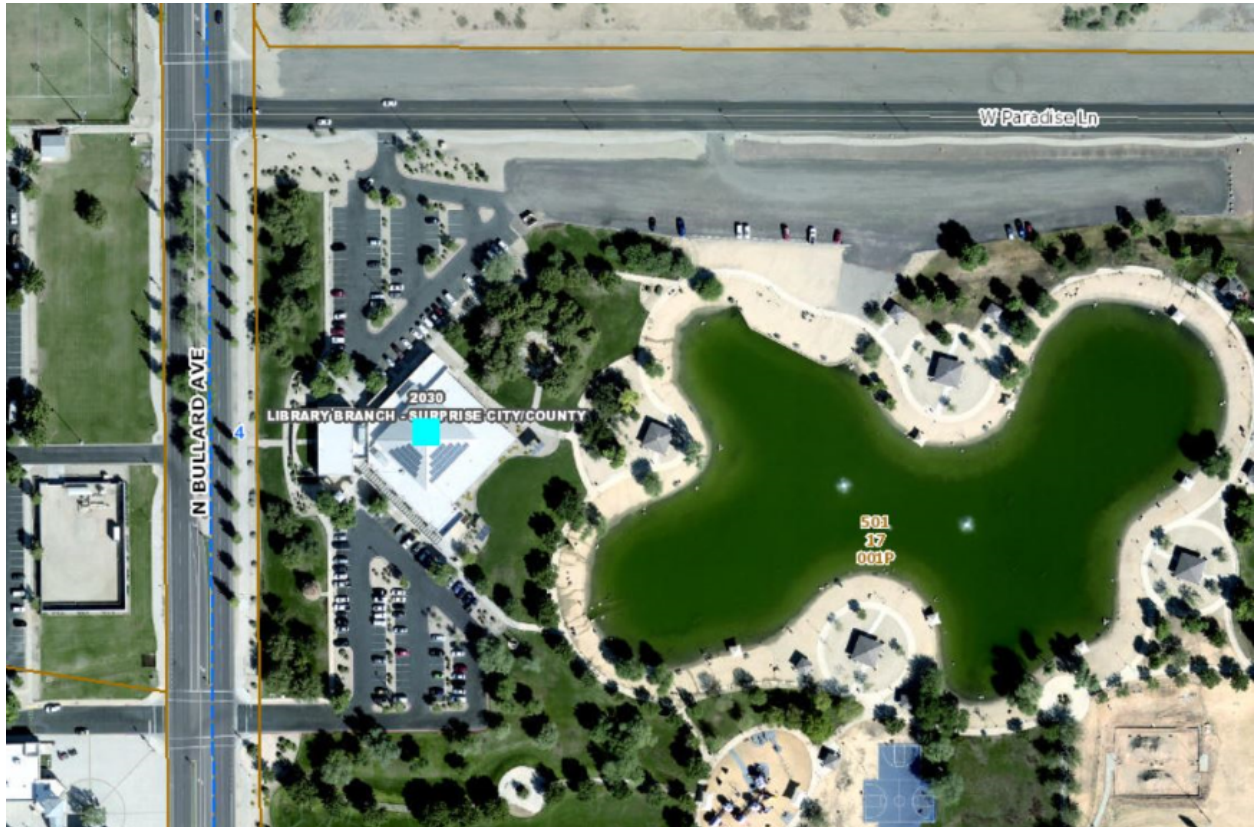


EXHIBIT B

Hollyhock Branch Library - 15844 N. Hollyhock Street Surprise, AZ



EXHIBIT C

Asante Branch Library - 16763 W. Vereda Solana Dr, Surprise, AZ





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 17, 2019
Submitting Department: Parks and Recreation
Staff Recommendations: None

Contact Person: Donna Miller, DIRECTOR - CRS
District: District 6

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

Agenda Wording:

Consideration and action amending the Fiscal Year 2020 budget by reallocating appropriations of \$85,900 from Contingency within the Parks/Rec Development Fee Grandfathered Fund to Capital and amending the Capital and Operating List of items over \$50,000 for the installation of a shade structure at Marley Park; Resolution #2019-107.

Motion:

I move to approve Resolution #2019-107.

Background:

Arizona Revised Statutes (A.R.S.) 9-463.05 provides a framework for cities and towns to assess, collect and administer development fees. Various funds have been created to separately account for the different development impact fee funds. Within the Parks/Rec Development Fee Grandfathered Fund, a balance of \$85,828 in impact fees collected for Marley Park is still available to improve the park. The City of Surprise wishes to utilize this funding to install a shade structure over the splash pad at Marley Park.

Objective Analysis:

The Parks and Recreation Department created a 5-year shade structure plan to install shade structures at various Surprise parks over playgrounds, splash pads and picnic areas. Since Fiscal Year 2018, several shade projects have been completed, however, the shade project at Marley Park was projected for future years. Utilization of the development impact fees will allow for the project to be completed this fiscal year.

Policy Compliant:

This action is consistent with City and Council policy.

Financial Impact:

There is no immediate financial impact. Future maintenance expenses will be minimal and will be absorbed within the department's operational budget.

Budget Impact:

This budget amendment will reallocate \$85,900 from contingency to capital within the Parks/Rec

Development Fee Grandfathered Fund. By utilizing development impact fees for this project, the future capital budget request for shade structures can be reduced.

These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. Res. 2019-107 BA for Marley Park shade structures.final-rev
-

RESOLUTION # 2019-107

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF \$85,900 FROM CONTINGENCY WITHIN THE PARKS/REC DEVELOPMENT FEE GRANDFATHERED FUND TO CAPITAL FOR THE INSTALLATION OF SHADE STRUCTURES AT MARLEY PARK.

WHEREAS, Arizona Revised Statutes (A.R.S) 9-463.05 provides a framework for cities and towns to assess, collect and administer development fees;

WHEREAS, the City of Surprise collects development impact fees to serve future development and ensure that new development contributes its proportionate share towards the cost of public facilities;

WHEREAS, the City of Surprise has \$85,828 remaining in the Parks/Rec Development Fee Grandfathered Fund that is designated for Marley Park;

WHEREAS, the City of Surprise wishes to utilize the funding that is available in the Parks/Rec Development Fee Grandfathered Fund to install shade structures over the splash pad at Marley Park;

WHEREAS, the funding in the Parks/Rec Development Fee Grandfathered Fund is in contingency and a budget amendment is necessary to reallocate appropriation to capital;

WHEREAS, the FY2020 budget, including the FY2020 Capital and Operating List of Items Over \$50,000, was adopted by Council Resolution #2019-75 on June 4, 2019;

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; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2019 through June 30, 2020.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-107**Exhibit A**

1. Appropriation- The allocations below represent a reallocation of appropriations in the amount of \$85,900 from Contingency within the Parks/Rec Development Fee Grandfathered Fund to Capital to establish a budget for shade structures at Marley Park. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Parks/Rec Development Fee Grandfathered Fund	Parks and Recreation	Capital	E	\$0	\$85,900	\$85,900
Parks/Rec Development Fee Grandfathered Fund	Parks and Recreation	Contingency	E	\$1,411,100	(\$85,900)	\$1,325,200
				\$1,411,100	\$0	\$1,411,100

2. List of Capital Items Over \$50,000- The list of Capital Items over \$50,000 will be amended to add shade structure installation at Marley Park.

Reference #	Description	Current Budget	Increase/ (Decrease)	Amended Budget
20042	Marley Park Shade Structures	\$225,000	\$85,828	\$310,828



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 17, 2019
Submitting Department: Police
Staff Recommendations: None

Contact Person: Terry Young, POLICE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations in the amount of \$15,000 within the Grants Fund for the acceptance of an award from the AZ Governor's Office of Highway Safety (GOHS) to support personnel overtime and to enhance DUI Enforcement efforts in the City of Surprise; Resolution # 2019-110.

Motion:

I move to approve Resolution # 2019-110.

Background:

The Surprise Police Department regularly participates in West Valley DUI enforcement campaigns. The DUI campaigns are conducted by paying officers overtime to host DUI task force operations and to consistently monitor DUI enforcement programs. The Department will compile data comparing the before and after differences in collisions, DUI arrests and citations issued, as well as compliance with restraint laws.

Objective Analysis:

Acceptance of this award will allow Surprise PD to deploy officers specifically for the purpose of conducting enforcement of DUI laws. Such enforcement will contribute to fewer and less severe injuries of our citizens if they are involved in traffic accidents.

Policy Compliant:

Council policy has always been consistent with the law and especially consistent with safety laws. Acceptance of this grant award is consistent with the City's past practice of discouraging and prosecuting DUIs.

Financial Impact:

This one-time \$15,000 grant award is for overtime salary expenses incurred as a result of participation in this enforcement campaign. There is no city match requirement; however, all employee related expenses (ERE) associated with this overtime will be absorbed by the Police Department's current operating budget.

Budget Impact:

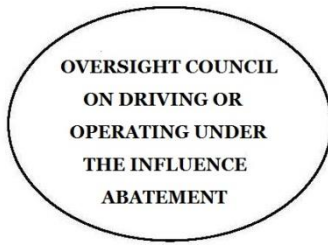
The FY2020 adopted budget includes appropriation in the amount of \$211,100 for various grants from GOHS. Acceptance of this grant will reallocate appropriations in the amount of \$15,000 within the Grants Fund from Project G31262 GOHS Master Grant to Project G31354 GOHS DUI Abatement. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

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

ATTACHMENTS:

1. DUIAC-E-120 Contract
 2. DUIAC-E-120 Signature Letter signed
 3. DUIAC-E-120 Up-Front Funding Invoice
 4. Resolution 2019- 110 DUI Abatement Grant
-



DUI ABATEMENT GRANT PROGRAM

GRANT AGREEMENT



Douglas A. Ducey
Governor

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY

Surprise Police Department

ADDRESS

14250 West Statler Plaza, Ste 103, Surprise, AZ 85374

GOVERNMENTAL UNIT

City of Surprise

ADDRESS

16000 North Civic Center, Surprise, AZ 85374

AGREEMENT NUMBER

DUIAC-E-120

PROGRAM AREA

Enforcement

AGENCY CONTACT

Mike Robbins

PROJECT TITLE

DUI Enforcement

BRIEFLY STATE PURPOSE OF PROJECT:

State DUI Abatement (E) funds will support Personnel Services (Overtime) to enhance DUI Enforcement throughout City of Surprise.

BUDGET

COST CATEGORY

Project Period CY 2019

I.	Personnel Services	\$15,000.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		\$15,000.00

PROJECT PERIOD

FROM: Effective Date (*Date of DUIAC
Chairman Signature*)

TO: 12-31-2019

CURRENT GRANT PERIOD

FROM: 08-12-2019

TO: 12-31-2019

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS AGREEMENT PERIOD: \$15,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Surprise is located in the far northwest of the Phoenix Metropolitan. It is a growing community where families choose to live, send their children to school, do their shopping, and seek their entertainment. The population has skyrocketed above 130,000. The City of Surprise is home to four high schools which consistently add young and inexperienced drivers to their roadways. The City of Surprise is also home to the fourth largest 65+ population in the nation (per-capita) which creates a challenging dynamic when attempting to address specific causes of collisions. In total, the Surprise Police Department is responsible for patrolling approximately 857 miles of roadway.

In total, the Surprise Police Department (Surprise PD) is responsible for patrolling approximately 857 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise PD is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

Agency Problem/Attempts to Solve Problem:

The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

With the increase in population, the City of Surprise has seen a growth in their alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly, to the growth of their alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise. The increased access to the impairing drug has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to be intensively patrolling their streets for alcohol-impaired drivers has never been greater.

The City of Surprise PD is requesting funding from the Governor's Office of Highway Safety to promote the Impaired Driving (AL) program to continue their commitment to the West Valley DUI Task Force. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing alcohol and drug impaired drivers from the road through highly effective enforcement.

Agency Funding:

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout Town of Surprise.

How Agency Will Solve Problem with Funding:

Over the upcoming fiscal year, Surprise PD will continue to be committed to DUI enforcement by participating in DUI task force operations, hosting DUI task force operations and increasing the number of DUI arrests made agency-wide. With the assistance of the Governor's Office of Highway Safety, the Surprise PD requests funding to pay for overtime costs incurred throughout the year by officers participating in DUI task force operations.

Surprise PD will constantly monitor the DUI Enforcement program, compiling data comparing the before and after differences in collisions, DUI arrests, citations issued, as well as compliance with restraint laws.

GOALS/OBJECTIVES:

State DUI Abatement (E) funds will support Personnel Services (Overtime) to enhance DUI Enforcement throughout Town of Surprise. The following goals and objectives shall be accomplished as a result of this funding:

Impaired Driving or Operating - Enforcement

Expenditures of funding pertaining to Impaired Driving or Operating Enforcement or Innovative Programs including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving or Operating Program Goals of the DUI Abatement Council in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving or Operating Program Goal is to reduce the incidence of alcohol and drug related driving or operating, fatalities and injuries through enforcement, education and public awareness and through innovative programs throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified. This is not a requirement for those participating in DUI Innovative programs.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Surprise Police Department will maintain responsibility for **reporting sustained DUI enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all task force enforcement statistics in which they participate to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Impaired Driver or Operator Activities

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed agreement. A copy of this press release shall be sent to the DUI Abatement Council at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence Abatement.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving state funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on agreement grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
Final Statement of Accomplishment	January 31, 2019

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the DUI Abatement Council at the Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). **Note:** All law enforcement agencies must enter enforcement activity into the on-line GOHS DUI Reporting System

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date.** All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Young, Chief, Surprise Police Department, shall serve as Project Director.

Mike Robbins, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Nicole Costanza, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of the Agreement end date. **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

DUI Abatement Council grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	Type of Monitoring
Under \$50,000	Desk Review/Phone Conference.
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000.00 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to agreement project including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the Agreement period. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates at the end of one year on the date as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the contract to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$15,000.00
	DUI Enforcement Overtime	
II.	Employee Related Expenses	\$0.00
	DUI Enforcement Overtime ERE	
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	\$15,000.00

The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of **\$15,000.00**.

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the Surprise Police Department in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE; and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Agreement.
- D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is

being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.
- D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Agreement is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Agreement.
- B. The provisions of subparagraph A apply whether or not the project agreed to herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XIV. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XV. Appropriation of Funds by the Arizona Legislature

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the DUI Abatement Council and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the DUI Abatement Council for subsequent fiscal years, this Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Agreement or project that may so become null and void.

XVI. Continuation of DUI Abatement Program

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XVII. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XVIII. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment

by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

- E. Any equipment or commodities which have been purchased as a part of this Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XIX. Cancellation Statute

All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the DUI Abatement Council Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State Statutes, Rules and Regulations identified in this Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. **Agency's Fiscal Contact:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- B. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature of Project Director:

Terry Young, Chief
Surprise Police Department

***Signature of Authorized Official of
Governmental Unit:***

Michael Frazier, City Manager
City of Surprise

Date Telephone

Date Telephone



DOUGLAS A. DUCEY
GOVERNOR
ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE
JOE BRUGMAN
CHAIRMAN
DUI ABATEMENT COUNCIL



Chief Terry Young
Surprise Police Department
14250 West Statler Plaza, Suite #103
Surprise, Arizona 85374

PROJECT REFERENCE:

Contract No.: DUIAC-E-120
Contract Amount: \$15,000.00
Contract Title: DUI Enforcement
Purpose of Project: Personnel Services (Overtime)
to enhance DUI Enforcement throughout City of
Surprise.

Dear Chief Young:

Enclosed are one (1) copies of the referenced DUI Abatement Council Agreement for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire agreement as there have been **significant changes** throughout the agreement;
2. Have your fiscal staff complete the Reimbursement Instructions (page 16) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the Agreement to the DUI Abatement Council, % Governor's Office of Highway Safety, 1700 W. Washington St., Executive Tower, Suite 430, Phoenix, AZ 85007.

Please **do not** incur any costs at this time as it would nullify the Agreement. Once the signed copies are received, the Chairman of the Oversight Council on Driving or Operating Under the Influence Abatement will approve the Agreement, and a signed original executed Agreement with a letter of authorization to proceed will be forwarded to you.

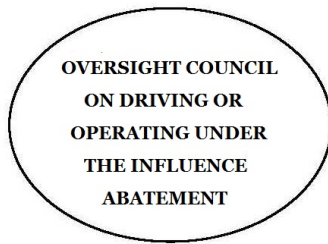
Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

8-16-19

Date

Enclosures
AG:



DOUGLAS A. DUCEY
GOVERNOR
ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE
JOE BRUGMAN
CHAIRMAN
DUI ABATEMENT COUNCIL



INVOICE Form for Up-front Funding on DUI Abatement Council Grants

In accordance with the policy established by the DUI Abatement Council authorizing up-front funding for Enforcement and Innovative grants, your agency may receive the grant funding that has been authorized, upon execution of the grant Agreement. An Invoice form is provided for you to submit.

Steps for Completion:

1. Please have the invoice below signed by your regular RCI preparer and Authorized Project Director.
2. Mail signed invoice back to GOHS.
3. Once your agency has received the full up-front funding for your DUIAC contract, please continue sending in RCI's and Quarterly Reports as required.

Please Note: RCI's are still required be sent in with attached financial documentation providing proof of contract expenditures. If any funds are remaining at the end of the grant project period, your Agency will be required to send any unused funds back to GOHS in the form of a warrant/check.

If you have any questions regarding this invoice for up-front funding on your DUIAC contract, please contact GOHS.

Invoice

APPLICANT AGENCY Surprise Police Department
ADDRESS 14250 W. Statler Plaza, Ste 103, Surprise, AZ 85374
AGENCY CONTACT Mike Robbins
AGREEMENT NUMBER DUIAC-E-120
PROJECT TITLE DUI Enforcement

To: Governor's Office of Highway Safety
1700 W. Washington St., Ste. 430
Phoenix, AZ 85007
Phone 602-255-3216

Invoice: Please pay the DUIAC Grant amount awarded from this invoice.

COST CATEGORY		Project Period CY 2019
I.	Personnel Services	\$15,000.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL DUE:		\$15,000.00
GRANT PERIOD		FROM: 08-12-2019 TO: 12-31-2019

The undersigned hereby certify that Reports of Costs Incurred (RCI) will be provided to GOHS as funds are expended from these up-front awarded funds, and that all expenses will be in accordance with the subject Agreement.

Signature of Preparer

Printed Name

Date

Agency Telephone
Number

Agency Fax Number

Project Director / Authorized Agency Official

Printed Name

Date

DO NOT WRITE BELOW - FOR GOHS USE ONLY

Logged In – Initial/Date

Approved to pay:

Alberto Gutier, GOHS Director

Date:

RESOLUTION # 2019-110

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY TO ACCEPT AND ENTER INTO THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY DRIVING UNDER THE INFLUENCE ABATEMENT GRANT AND AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF \$15,000 FROM FFY20 GOHS MASTER GRANT PROJECT TO FFY20 GOHS DUI ABATEMENT OVERTIME WITHIN THE GRANTS FUND FOR THE RECEIPT OF GRANT FUNDING.

WHEREAS, the Arizona Governor's Office of Highway Safety (GOHS) annually awards grants to local agencies to focus upon abatement of impaired driving/driving while under the influence (DUI);

WHEREAS, the City of Surprise Police Department has been awarded grant funding in the amount of \$15,000 for overtime expenses to be used to focus upon impaired driving abatement;

WHEREAS, accepting grant funding for this purpose will cause impaired driver enforcement to be increased and educate citizens on the dangers of impaired driving;

WHEREAS, the City of Surprise Police Department desires to accept this grant award;

WHEREAS, the FY2020 budget was adopted by Council Resolution #2019-75 on June 4, 2019;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council prior to the acceptance of grant funds and budget amendments of this nature.

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

Section 1. The City of Surprise is authorized to accept and enter into a grant for receipt of grant funding in the amount of \$15,000 from the Arizona Governor's Office of Highway Safety for the City of Surprise, acting through its Police Department, to be able to conduct DUI and impaired driving enforcement and

awareness pursuant to the Governor's Office of Highway Safety Abatement Council Grant.

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

Section 3. 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, 2019 through June 30, 2020.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-110

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$15,000 from FFY20 GOHS Master Grant to FFY20 GOHS DUI Abatement within the Grants Fund to cover the projected expenditures associated with overtime for DUI impairment enforcement and participation in DUI task force operations. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31354 FFY20 GOHS DUI Abatement	E		15,000	15,000
Grants	Police	#G31354 FFY20 GOHS DUI Abatement	R		15,000	15,000
Grants	Police	#G31262 FFY20 GOHS Master Grant	E	211,100	(15,000)	196,100
Grants	Police	#G31262 FFY20 GOHS Master Grant	R	211,100	(15,000)	196,100
Expense Total				211,100	-	211,100
Revenue Total				211,100	-	211,100



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 17, 2019
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Tom Abbott, FIRE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the cities of Goodyear, Peoria, and Surprise to develop a community paramedicine program and an amendment to the fiscal year 2020 budget by reallocating appropriations of \$43,000 within the Grants Fund; Resolution #2019-120.

Motion:

I move to approve Resolution # 2019-120.

Background:

In FY17, with Resolution 2016-84, the City of Surprise Fire-Medical Department entered into an IGA with the cities of Goodyear, Avondale, Peoria, and Sun City Fire and Medical Department to establish a community paramedicine program that would provide support to frequent 911 callers (use more than three times per month). At that time, the program was funded by a grant awarded to the City of Goodyear from Vitalyst Health Foundation. Since the Vitalyst grant closed out at the end of FY17, the involved agencies have applied for several different grants to get the program started up again. The City of Peoria Fire-Medical Department has been awarded the current grant from United Healthcare, Inc. to establish a similar program. The cities involved are Peoria, Goodyear and Surprise. Similar to the FY17 program, with grant funding, the cities will support frequent 911 callers in their communities.

Objective Analysis:

The objective of this cooperative agreement is to serve individuals in the community that frequently use the 911 system and to develop a regional community standard paramedic training curriculum.

Policy Compliant:

The IGA is compliant with all City and Council policies.

Financial Impact:

This one-time \$175,000 grant award, of which the City's portion is estimated to be \$43,000, is for overtime salary expenses incurred as a result of the development of and participation in a community paramedicine program involving the cities of Surprise, Peoria and Goodyear. There is no city match requirement.

Budget Impact:

The FY2020 adopted budget did not include appropriations in anticipation of this grant from United HealthCare, Inc. Acceptance of the IGA will reallocate appropriations in the amount of \$43,000 within the Grants fund from Grants Contingency to Project G34160. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. IGA Community Paramedic Pilot Program FINAL
 2. Community Paramedicine Contribution Agreement_FINAL
 3. RES 2019-120_FINAL
-

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PEORIA , the CITY OF GOODYEAR,
AND the CITY OF SURPRISE,
TO
DEVELOP A COMMUNITY PARAMEDICINE PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT for the development of a grant-funded community paramedicine project ("Agreement") is entered into as of _____, 2019 by and among the City of Goodyear, an Arizona municipal corporation ("Goodyear"), , the City of Peoria, an Arizona municipal corporation ("Peoria"), and the City of Surprise, an Arizona municipal corporation ("Surprise") Goodyear, Peoria, and Surprise are collectively referred to in this Agreement as the "Partnering Agencies" and each individually as a "Party."

RECITALS

- A. Mobile integrated healthcare is the provision of healthcare using patient-centered, mobile resources in an out-of-hospital environment. Community Paramedicine is a locally designed, community-based, collaborative model of care that leverages the skills of paramedics and EMS systems to address health care gaps identified through a community-specific needs assessment.
- B. The Partnering Agencies desire to work cooperatively to create a regional approach to Mobile Integrated Healthcare and Community Paramedicine ("MIHP-CP") service delivery and education development.
- C. The Partnering Agencies desire to work collaboratively to develop a regional Community Paramedicine program that addresses patients who are high frequency users of the 911 system ("Program"), as well as to develop a regional community standard paramedic training curriculum ("Curriculum").
- D. The Partnering Agencies desire to enter into this Agreement to set forth the responsibilities and obligations of the Partnering Agencies with respect to the Program and the Curriculum.
- E. The Partnering Agencies are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§ 11-951 and 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Partnering Agencies agree as follows:

1. Program Components. The Program will consist of the following components: training and curriculum development, data collection, patient interactions, data analysis, and development of performance measures.
2. Curriculum Development and Training. The Partnering Agencies' first task will be to develop the Curriculum and provide training to selected employees from each Party. To accomplish this task the Partnering Agencies will form a committee ("Training Committee").
 - 2.1 Each Party shall designate one employee to serve on the Training Committee. In addition, Gail H. Bradley, M.D., the contracted medical director for Peoria and Goodyear ("Medical Director"), shall serve on the Training Committee.
 - 2.2 The Training Committee shall determine the training modules to be included in the Curriculum. Notwithstanding the foregoing, the Curriculum shall include, but not be limited to, the following modules: electronic patient care reporting (ePCR) system and data collection; high frequency user (as defined in Section 4) patient list and selection; approaching patients safely and scripting the approach to the patient; stages of behavioral change and accessing crisis intervention; hospice/palliative care; community paramedic quality assurance; triggers for referral; and home safety, health and environment.
 - 2.3 The Curriculum shall be no less than eight (8) hours in duration but not more than forty (40) hours.
 - 2.4 In developing the Curriculum, the Training Committee shall seek input from all Fire Department based MIHP-CP programs within the Phoenix Metro west region.
 - 2.5 The Curriculum shall be a standardized curriculum suitable for use by all current and future MIHP-CP providers within Arizona.
 - 2.6 The Training Committee shall designate at least three paramedics from each Party to attend the initial training class.
 - 2.7 The Training Committee shall determine the location at one of the Party's facilities where the training will be conducted. The Partnering Agencies agree to work cooperatively to identify and make available suitable space at one of the Party's facilities for the training to be held.
 - 2.8 The training shall be provided by the Medical Director and other qualified individuals selected by the Training Committee.
 - 2.9 The Curriculum shall be developed and the training completed no later than September 1, 2019.
3. Data Collection. The Partnering Agencies will use an electronic patient care reporting system (ePCR) for the field collection of data.
 - 3.1 Before any patient interaction occurs, the Partnering Agencies shall work cooperatively to develop a data collection form that will be used by all Partnering Agencies. The data collection form shall be developed so that it enables the Partnering Agencies to create a database capable of tracking variables such as client demographics, services requested, patient diagnosis, chief complaint, referring physician, referrals to other services by a community paramedic, and outcomes.

- 3.2 The Partnering Agencies will use ZOI software as the data collection tool and will enter their data into one database.
 - 3.3 Each Party shall be responsible for its own data collection.
4. Patient Interaction. After the data collection form is developed and training is completed, the Partnering Agencies shall identify and contact the top 10% of high frequency users of 911 services (“Participating Patients”). “High frequency users” are those patients that access the 911 system three or more times during a month or fifteen or more times in a year. Additionally, Community paramedicine teams will be available to respond to requests made by on-scene initial response providers through the 911 system. First responders may also submit referrals to the Community Paramedicine Program.
 - 4.1 The Partnering Agencies will work collaboratively to provide vehicles from their existing resources to be used in the Program. At a minimum, the vehicles should be equipped with a mobile computer terminal (MCT) and a mobile radio and 2 portable radios capable of communication with the Phoenix Regional Dispatch Center.
 - 4.2 A Community Paramedicine response vehicle shall be staffed with two paramedics (“Paramedic Team”). Notwithstanding the foregoing, if the Partnering Agencies are, on occasion, unable to staff a vehicle with two paramedics, a vehicle may be staffed with one paramedic and one emergency medical technician (EMT).
 - 4.3 The Community Paramedicine vehicle will be staffed at a minimum of 24 hours a week, with the exception of recognized Holidays.
 - 4.4 In addition to staffing the vehicles, the Partnering Agencies shall identify and provide each Paramedic Team with medical and diagnostic equipment required for a MIHC-CP paramedic assessment. Such medical and diagnostic equipment may include, but is not limited to, cardiac monitors, thermometers, and blood pressure measuring devices. The Partnering Agencies agree to collaborate to assemble the required equipment from their existing supplies. There is no expectation that any Partnering Agency will purchase additional equipment solely for the use in the Program.
 - 4.5 The Paramedic Teams will contact patients who have been identified as Participating Patients pursuant to Section 4 above to determine their healthcare needs, their access to healthcare services, and the availability of resources to meet their daily needs.
 - 4.6 The Paramedic Teams will also provide information to Participating Patients on available resources in an effort to increase Participating Patients’ understanding and effective utilization of healthcare and community resources.
 - 4.7 The information the Paramedic Teams collect from Participating Patients shall be entered into one database.
5. Data Analysis. Following the data collection through patient interaction, the Partnering Agencies will work cooperatively to review and evaluate the data using both patient specific and systematic criteria.
 - 5.1 The Partnering Agencies will evaluate the collected data to determine the Participating Patients’ perception of the Program’s value, and to measure the

Participating Patients' improved understanding and management of their healthcare during the Program as well as the reduction in their reliance on the 911 system.

- 5.2 Using the collected data, the Partnering Agencies will evaluate the efficacy of implementing a regional Program as follows:
 - 5.2.1 Correlate the reduction in 911 system use to readmission data for Participating Patients.
 - 5.2.2 Determine the overall associated costs for providing the Program and identify a plan for its sustainability.
 - 5.2.3 Extrapolate possible savings in healthcare costs.
 - 5.2.4 Identify a regional inter-departmental MIHP-CP model that is cost-effective and outcome-driven.
 - 5.2.5 Identify partnerships and a resource network for a sustainable regional Program.
6. Development of Performance Measures. Based on the data analysis, the Partnering Agencies shall develop performance measures for MIHP-CP service delivery.
7. Funding and Costs. The Program will be funded by a \$175,00 contribution from United Healthcare to the City of Peoria on behalf of the Peoria Fire Medical Department and the consortium comprised of Peoria, Goodyear, and Surprise that is created by this Agreement. The contribution funds shall be equitably divided among the Partnering Agencies with estimated costs as follows: (1) \$110,000 shall be allocated evenly among the Partnering Agencies to cover staffing costs (2) \$17,000 shall be allocated for initial and ongoing training costs; (3) \$20,000 shall be allocated for payment to the Medical Director for her assistance with the Program; (4) \$8,000.00 shall be allocated for on-call Medical Direction; (5) \$5,000.00 shall be allocated to data analysis and (6) \$15,000 shall be allocated to MCT cost and dispatch fees.
8. Term of Agreement. This Agreement shall be effective upon the date of the last signature below ("Effective Date") and will remain in full force and effect for one (1) year from that date. This Agreement may be renewed for successive one (1) year periods upon mutual consent of the Partnering Agencies in writing and signed by persons duly authorized to enter into contracts on behalf of the Partnering Agencies.
9. Termination. Any Party may terminate its participation in this Agreement with or without cause upon twenty (20) days' written notice to the Partnering Agencies.
10. Amendments. This Agreement may be modified only by a written amendment signed by each Party's authorized designee.
11. Workers' Compensation. Pursuant to A.R.S. § 23-1022 (D) and for the purposes of workers' compensation coverage only, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Partnering Agencies. The primary employer shall be solely liable for any workers' compensation benefits. Pursuant to A.R.S. § 23-1022(E), each Party

shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

“All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances, they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers’ compensation only.”

12. Insurance. Each Party agrees to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. This insurance requirement may be satisfied by the purchase of insurance or through the provisions of a self-insurance program.
13. Indemnification. Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Partnering Agencies (as “Indemnitees”) for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees) (hereinafter collectively referred to as “Claims”) arising out of bodily injury or personal injury (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee(s) are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
14. Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
15. Further Acts. Each Party shall execute and deliver all such documents and perform all such acts as reasonably necessary and mutually agreed upon by the Partnering Agencies, from time to time, to carry out the matters contemplated by this Agreement.
16. Nondiscrimination. The Partnering Agencies agree to comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination.
17. E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Partnering Agencies warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Each Partnering Agency has the right to inspect the documentation of the other Partnering Agencies to ensure compliance with this paragraph. A Party’s breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of the Agreement by the non-breaching Partnering Agencies.

18. Notice. All notices, claims, requests, and demands under this Agreement shall be in writing and served in person by U.S. Mail, registered or certified, return receipt, postage prepaid, to the addresses set forth below or at such other address as shall be indicated in writing by such Party. Service by certified mail shall be deemed to occur three (3) business days after being placed in the U.S. Mail, properly addressed with sufficient postage. In-person notice shall be deemed received when delivered to such Party. Any notice required to be given under this Agreement shall be provided to all Partnering Agencies.

If to Goodyear:	City of Goodyear 190 N. Litchfield Road Goodyear, AZ 85338 Attn.: Julie Arendall, City Manager Copy to: Roric Massey, City Attorney
If to Peoria:	City of Peoria 8401 W. Monroe Street Peoria, AZ 85345 Attn: Jeff Tyne, City Manager Copy to: Vanessa Hickman, City Attorney
If to Surprise:	City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374 Attn: Michael Frazier, City Manager Copy to: Robert Wingo, City Attorney

19. Governing Law. The laws of the State of Arizona shall govern this Agreement. Any suit or action pertaining to this Agreement shall be brought in the Maricopa County Superior Court.
20. Arbitration. In accordance with ARS § 12-1518, the Partnering Agencies to agree to resolve all disputes arising out of or relating to this Agreement through arbitration after exhausting applicable administrative review, except as may be required by other applicable statutes.
21. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A counterpart being brought forward by a Party for approval by its legislative body or equivalent shall be signed and executed in accordance with that Party's practice. Neither a signature nor a signature line for every Party shall be required in each counterpart. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Partnering Agencies may be physically attached to a single document.
22. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted or is not correctly inserted,

then upon the application of a Party, the Agreement will promptly be physically amended to make such insertion or correction.

23. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
24. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Partnering Agencies with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any party except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.
25. Assignment. No right or interest in this Agreement shall be assigned or delegated by a Party to this Agreement without prior, written permission of each Party, signed by persons duly authorized to enter into contracts on behalf of the Partnering Agencies.
26. Legal Obligations. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2019.

CITY OF GOODYEAR

By: _____

Its: _____

Date: _____, 20____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2019.

CITY OF PEORIA

By: _____

Its: _____

Date: _____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City Attorney

[SIGNATURES ON FOLLOWING PAGES]

PASSED AND ADOPTED this ____ day of _____, 2019.

CITY OF SURPRISE

By: _____

Its: _____

Date: _____

Attest: _____

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges: 1) that they have reviewed the above Agreement on behalf of their client; and, 2) that, as to their respective client only, has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City Attorney



CONTRIBUTION AGREEMENT

United Healthcare Services, Inc., on behalf of its UnitedHealthcare business, ("United") and the City of Peoria, an Arizona municipal corporation (the "City"), on behalf of the Peoria Fire-Medical Department (the "Department") and the Community Paramedicine Consortium - West anticipated to include the Cities of Peoria, Goodyear and Surprise, Arizona (the "Consortium") (the City, Department and Consortium collectively, "Peoria") enter into this Contribution Agreement ("Agreement") effective August 1, 2019 (the "Effective Date"). United and Peoria may be referred to collectively as the "Parties," or individual as a "Party."

BACKGROUND

The Consortium is re-launching its Regional Community Paramedicine Program (the "Program"), which will provide an alternative source of care for residents of Peoria and surrounding areas who frequently call for emergency services for non-emergent health care needs.

United will contribute \$175,000 to support the Program.

This Contribution Agreement details the amount and timing of the contribution and the agreement between United and Peoria regarding use of the contribution.

CONTRIBUTIONS

1. **Contribution.** United will donate \$175,000.00 (the "Contribution") to the City promptly after receipt of this fully executed Agreement.
2. **Use of Proceeds.** United and Peoria agree that the City will use the entire Contribution to fund the Program. The Program will use the Contribution to:
 - a. Staff and train personnel for the Program's part-time paramedicine unit.
 - b. Provide medical direction and consultation services to the Program.
 - c. Conduct scheduled home visits with community residents. During these visits Program paramedics will assess patient needs, provide referrals to appropriate care providers and community-based organizations, and assist patients with navigating the health care system.
 - d. Respond to real-time requests from Peoria's 911 emergency call system first responders.
 - e. Purchase mobile computer terminals and communication equipment to be used in the Program's vehicles.
3. **Relationship Management.** United and Peoria will each assign a relationship manager reasonably acceptable to the other (the "Relationship Managers"). The relationship managers will be responsible for coordinating the activities described in this Agreement.
4. **Reporting.** Peoria agrees to track and provide quarterly reports to United through United's designated grant management system. Peoria will provide these quarterly reports to United through one full year of program operations from July 1, 2019 to June 30, 2020. Peoria will not include any individually identifiable health information as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") in these reports. Peoria will report the following metrics to United:
 - a. Number of community paramedics trained through the Program.
 - b. Number of unique individuals reached by the Program's community paramedics.

- c. Number of patient encounters and home visits conducted by the Program's community paramedics.
 - d. Number and type of assessments and referrals.
 - e. Number and type of completed interventions and referrals.
 - f. Demographic data for individuals who receive Program services that includes age ranges, gender, race/ethnicity.
 - g. At least 6 stories of individuals served through the Program. Details of the use of these stories will be determined by agreement between the United and Peoria Relationship Managers.
 - h. Up to 5 photos per report that reflect individuals or staff that are affected by the Program. Details of the use of these photos will be determined by agreement between the United and Peoria Relationship Managers.
5. **Independent Evaluation.** Peoria agrees that United may, at United's sole expense, engage a third party (the "Reviewer") to evaluate the impact of United's Contribution or review Peoria's reporting and use of the Contribution. If United determines to engage a Reviewer, United will provide Peoria no less than 10 business days advance notice of the start of the review and United and Peoria agree as follows:
- a. Peoria will provide the Reviewer with reasonable access to Peoria's personnel for the purpose of performing the evaluation or review.
 - b. To the extent allowed by law, Peoria will provide documentation and respond to reasonable requests for information by the Reviewer within a reasonable timeframe based on deadlines provided by the Reviewer and United.
 - c. United will ensure that the Reviewer is subject to and complies with all applicable terms of this Agreement and all applicable laws, rules, and regulations.
 - d. To the extent the Reviewer has access to information that is deemed confidential by law, rule, or regulation, or is otherwise information that is proprietary to Peoria, United will ensure that the Reviewer maintains confidentiality of such information.

Before any evaluation or review begins, the United and Peoria Relationship Managers will meet with a representative of the Reviewer to discuss the scope of the evaluation or review and agree upon a work plan for the review or evaluation and Peoria's role in that work plan. United and Peoria agree that the goal of any evaluation or review will be to provide a thorough review or evaluation that meets United's goals while limiting disruption to Peoria's ongoing activities.

6. **Data.** United and Peoria agree that if any data captured by Peoria in connection with the Program is protected information under federal, state, or local law or regulation, Peoria will maintain and use all data captured by Peoria in compliance with HIPAA and any applicable state laws regarding the maintenance and use of health care or other personal information.
7. **Medical Care.** Neither United nor anything in this Agreement dictates or is intended to dictate the medical care or other services provided by Peoria or any medical or administrative personnel engaged by Peoria, or govern their determination of what care to provide to patients. All decisions regarding what care is to be provided remain with Peoria and the medical and administrative personnel engaged by Peoria, and not with United. Nothing in this Agreement is intended to limit Peoria's or medical or administrative personnel engaged by Peoria's ability to communicate fully

with a patient and the patient's medical professionals regarding the patient's health condition and treatment options.

8. Compliance, Insurance and Hold Harmless.

- a. Compliance. Peoria will comply with all applicable laws, rules, regulations, and best practices applicable to the provision of services through the Program. Peoria will only permit individuals who are properly licensed and trained to provide Program services.
- b. Insurance. Peoria will maintain liability and other insurance as each organization's leadership determines is prudent and appropriate for its operations, including the operation of the Program, the provision of Program services, and medical malpractice insurance for all personnel engaged in providing Program services.
- c. Contribution Only. Peoria acknowledges and agrees that United's role with regard to the Program and services provided through the Program is limited to providing funds. United has no role in the Program services, the operation, licensing or insuring of the Program's paramedics and other personnel, or selection or supervision of Peoria personnel. Peoria is solely responsible for the operation, licensing and supervision of the Program and Program personnel.
- d. Hold Harmless. Peoria agrees to hold United harmless from any claim that a third-party may bring in connection with the Contribution or the Program.
- e. Survival. The obligations of Peoria under this Section 8 will survive the termination of this Agreement.

9. Intellectual Property. United owns registered and common law trademarks, service marks and trade names, including "UnitedHealthcare" and the "tiered-U" logo (the "United Marks"). United grants Peoria a royalty-free, non-exclusive, and non-transferable license to use the United Marks during the term of this Agreement, only for the purposes described in this Agreement, and only in accordance with United's directions regarding use of the United Marks. Peoria agrees that United retains all ownership rights in the United Marks and the benefit of use of the United Marks accrues solely to United. Any use of any United Mark other than to fulfill the Peoria's obligations under this Agreement must be approved by United before use. The obligations of Peoria under this Section 9 will survive the termination of this Agreement.

10. United Representations. United represents and warrants that United has the requisite power and authority to enter into and perform its obligations under this Agreement. United represents and warrants that the execution, delivery and performance by United of this Agreement have been duly and validly authorized by all requisite action (corporate or otherwise).

11. Peoria's Representations.

- a. Tax Status. The City represents and warrants that the City is a governmental instrumentality or a political subdivision of the State of Arizona and that as such it is not subject to federal income tax. The City further represents and warrants that the payment of the Contribution to Consortium by the City and use of the Contribution to fund the Program as described in this Agreement is an exercise of an essential government function that accrues to the City as described in Section 170(c)(1) of the Internal Revenue Code. The City agrees to provide documentation of its receipt and use of the Contribution as reasonably requested by United.
- b. Authority. The City, the Department and the member Cities of the Consortium each represent and warrant that it has the requisite power and authority to enter into and perform its obligations under this Agreement. The City, the Department and the Consortium each represent

and warrant that the execution, delivery and performance by it of this Agreement has been duly and validly authorized by all requisite action.

12. **Press Release and Public Communications.** Peoria will not issue a press release or make any material public communication concerning this Agreement, the relationship established under this Agreement or United without first receiving United's consent to the proposed communication or otherwise following guidelines previously approved by United. United will abide by the same procedures. As soon as reasonably possible after the Effective Date of this Agreement, United and Peoria will work together toward the following goals for public relations and media communications regarding the Contributions, Peoria's programs, and our working relationship:

- Joint local announcement (or synchronized release of separate announcements) of the Contribution, the intended use of the Contribution proceeds, and the ongoing working relationship among United and Peoria.
- Contributing to the thought leadership content on the issue that United and Peoria are working to address through the Contribution and the Program.
- Capturing at least 6 individual stories that make compelling content for use by United and Peoria in demonstrating the need for and effectiveness of the Program funded through the Contribution.
- Capturing and supplying two types of data for the communication and thought leadership described above:
 - Issue-based data (nature and scale of issue the United and Peoria are focused on addressing).
 - Program data (progress and impact of United's and Peoria's intervention).

13. **Term and Termination.**

- a. The term of this Agreement begins on the Effective Date and ends upon delivery of the final quarterly report required under the terms of this Agreement.
- b. If for any reason Peoria is unable to complete the use of the Contribution in accordance with the terms of this Agreement, Peoria must notify United that it is unable to do so and United and Peoria will work together to develop an alternate use of the Contribution that is acceptable to both United and Peoria. If this Agreement is terminated, the obligation of Peoria to use the Contribution in accordance with the terms of this Agreement will continue unless United and Peoria agree in writing to an alternate use of the Contribution proceeds.

14. **General.**

- a. **Notices.** All communications required under this Agreement must be in writing and will be deemed delivered when delivered personally, one day after delivery by commercial overnight delivery service, or if mailed, five days after the date of mailing, addressed as follows:

If to United:
 Chief Financial Officer
 UnitedHealthcare
 9700 Health Care Lane
 Minnetonka, MN 55343

If to Peoria:
 City of Peoria
 8401 W. Monroe Street
 Peoria, Arizona 85345
 Attn: Jim Bratcher

Copy to:
Chief Legal Officer
UnitedHealthcare
9700 Health Care Lane
Minnetonka, MN 55343

Copy to:
Vanessa P. Hickman, City Attorney
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

- b. Governing: Law. The validity and interpretation of this Agreement and the rights and obligations of the Parties under this Agreement are governed by the laws of the State of Arizona without regard to its choice of law provisions. Venue shall be in Maricopa County, Arizona.
- c. Assignment. No Party may assign this Agreement or any rights or obligations under this Agreement to anyone without the other Party's written consent, except that United may assign this Agreement to an affiliate of United without consent if United provides Peoria with 30 business days' written notice of such assignment.
- d. Amendment. This Agreement may be amended only by both Parties agreeing to the amendment in writing. No course of dealing between the Parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.
- e. Entire Agreement. This Agreement constitutes the entire agreement among the Parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the Parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.
- f. Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart. The Parties agree that this Agreement may be executed by facsimile transmission.

Remainder of page intentionally blank.

Signatures on next page.

Through execution of this document by their duly-authorized representatives below, the Parties enter into this Agreement as of the Effective Date.

United Healthcare Services, Inc.

DocuSigned by:
By: Kirsten Gorsuch
8D1A1375818A9
Name: Kirsten Gorsuch
Title: UHC Chief Communications Officer
Date: 8/2/2019

City of Peoria on behalf of the Peoria Fire-Medical Department and the Community Paramedicine Consortium-West

DocuSigned by:
By: Jim Bratcher
3615B4AFC37D4BA...
Name: Jim Bratcher
Title: Deputy Chief for Bobby Ruiz-Fire Chief
Date: 8/1/2019

ATTEST:

DocuSigned by:
By: Lori Dyckman
77ABD7D835D6407...
Name: Lori Dyckman
Title: Deputy City Clerk
Date: 8/5/2019

APPROVED AS TO FORM:

DocuSigned by:
By: Vanessa Hickman
9BF508C0C24E46A...
Name: Vanessa Hickman
Title: City Attorney
Date: 8/6/2019

RESOLUTION # 2019-120

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA AND THE CITY OF GOODYEAR TO DEVELOP A COMMUNITY PARAMEDICINE PROGRAM WITH GRANT FUNDING FROM UNITED HEALTHCARE SERVICES INC. AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF \$43,000 FROM GRANTS CONTINGENCY TO G34160 WITHIN THE GRANTS FUND.

WHEREAS, it is desirable that the City of Surprise and other public agencies are constantly reviewing service delivery and attempting to address health care gaps;

WHEREAS, the cities of Goodyear, Peoria and Surprise ("Participating Agencies") desire to work cooperatively to create regional paramedicine service delivery and education development, especially addressing patients who are high frequency users of the 911 system;

WHEREAS, United Healthcare Services, Inc. has provided grant funding in the amount of \$175,000 to be allocated between the participating agencies for the reimbursement of overtime and training costs incurred as a result of this cooperative project;

WHEREAS, the portion of grant funding allocated to the City of Surprise Fire-Medical department is estimated to be \$43,000;

WHEREAS, the FY2020 budget was adopted by Council Resolution 2019-75 on June 4, 2019;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2019 through June 30, 2020.

Section 2. The City is hereby authorized to accept grant funding and enter into an Intergovernmental Agreement to Develop a Community Paramedicine Program. The City Manager or his designees is authorized to conduct all negotiations and to execute

and submit all documents and other necessary or desirable instruments in connection with said agreements.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-120
Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriations in the amount of \$43,000 from Grants Contingency to G34160 within the Grants fund to cover anticipated expenses associated with the execution of an IGA between the cities of Goodyear, Peoria and Surprise which utilizes grant funding from United Healthcare Inc. in the amount of \$175,000, of which the City of Surprise portion is \$43,000, to develop a Community Paramedicine Program. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Fire - Medical	#G34160 FY 20 Community Paramedicine	E	-	43,000	43,000
Grants	General Operations	Contingency	E	23,957,000	(43,000)	23,914,000
Expense Total				23,957,000	-	23,957,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 17, 2019
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 6

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

Agenda Wording:

Consideration and action pertaining to conditional acceptance of streets and public utility improvements at Marley Park Parcels 15 and 16, generally located at W. Cactus Road and N. Bullard Avenue; Resolution # 2019-106.

Motion:

I move to approve Resolution # 2019-106.

Background:

The Public Works Department conducted the final inspection of the public improvements for Marley Park Parcels 15 and 16, generally located at W. Cactus Road and N. Bullard Avenue, on or about May 29, 2019 totaling 290,585 SY (approximately 3.5 total lane miles) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drain, water and wastewater lines.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$2,231,256.60.

Budget Impact:

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

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res 2019-106 Marley Park P 15, 16 Infrastrucure acceptance-final
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-Off Form
-

RESOLUTION # 2019-106

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER ONE YEAR WARRANTY AT MARLEY PARK PARCELS 15 AND 16, GENERALLY LOCATED AT WEST CACTUS ROAD AND NORTH BULLARD AVENUE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Second Re-Plat of Marley Park Parcels 15 and 16" on, April 25, 2016;

WHEREAS, Marley Park Phase II LLC, the developer of Marley Park Parcels 15 and 16, dedicated to the City the street and public utility improvements, generally located at West Cactus Road and North Bullard Avenue;

WHEREAS, on or about May 29, 2019, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this Resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the one-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the one-year warranty period, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements upon final acceptance of the improvements

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

Section 1. The City of Surprise conditionally accepts the street and public utility improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the street and public utility improvements.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

MARLEY PARK PARCELS 15 & 16

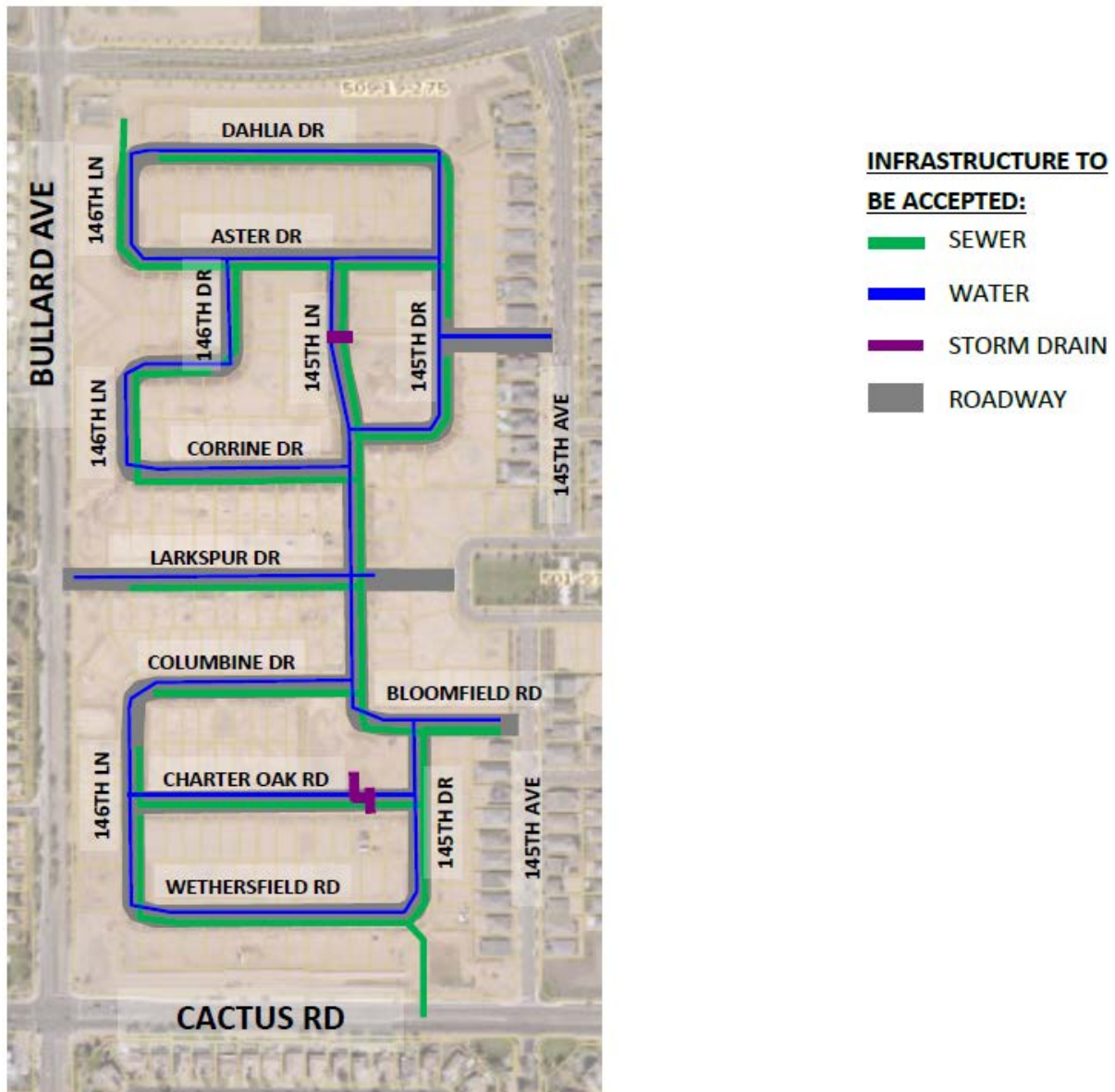


EXHIBIT B

List and Cost of Improvements



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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 08/15/2019
Re: Marley Park Parcels 15 & 16

The public improvements for the above project have been completed and are tentatively scheduled for the September 9th council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

- City Drainage - Storm drain - \$9,617.65
- City Paving - \$725,968.00
- City Concrete - \$513,894.95
- City Water - \$468,500.20
- City Sewer - \$513,275.80
- Total: \$2,231,256.60

May 30, 2019

DMB
7600 E. Doubletree Ranch Rd. 300
Scottsdale, AZ 85258

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR MARLEY PARK
PHASE 3 PARCEL 15 & 16 – FS17-674**

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

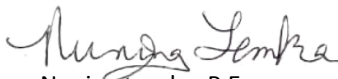
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of one (1) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

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

Sincerely,



Nuning Lemka, P.E.
Engineering Manager

cc: Kristin Tytler, Assistant PW Director/City Engineer
David Mobley, Field Engineering Supervisor
David Kohlbeck, Public Works Business Manager
Lee Lambert, Water Services

Mike Gent, Public Works Director
John McFarland, Public Works Streets Manager
Lora Ingram, Finance
File



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 5/28/2019 _____ Commercial _____ Commercial w/Offsite ☒ Residential

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

3/27/2019 Date of Punch-List Walk 5/28/2019 Date Punch-List Completed

FS Number: FS17-674 Permit Number(s): E18P-0151, 0150, 0149, 0148, 0147, 0146

Project Name: Marley Park Phase 3 Parcel 15 & 16

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

DMB

7600 E Double Tree Ranch Road 300, Scottsdale AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Aster Drive	Local	N. 146th Lane	145th Drive	2	1/4	
Dahlia Drive	Local	N. 146th Lane	145th Drive	2	1/4	
145th Drive	Local	Corrine Drive	Dahlia Drive	2	1/4	
N. 145th Drive	Local	Windrose Drive	Aster Drive	2	1/4	
N. 146th Lane	Local	Corrine Drive	Dahlia Drive	2	1/4	

MATERIALS:

Asphalt: SouthWest Materials Supplier 3 1/2 Total Lane Miles 290585 Total Square Yards

Water: 8" PVC Size/Type 10,665' Total LF _____ Size/Type _____ Total LF

Sewer: 10" PVC Size/Type 1,784' Total LF _____ 8" PVC Size/Type 8,300' Total LF

4" PVC Size/Type 257' Total LF _____ Size/Type _____ Total LF

Storm: 18" RGRCP Size/Type 165' Total LF _____ 12" RGRCP Size/Type 180' Total LF

30" RGRCP Size/Type 283' Total LF _____ 18" HDPE Size/Type 61' Total LF

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

☒ Final Certification Letter from Engineer of Record

☒ Complete Geotechnical Testing Packet

☒ Sewer Pressure Testing Results

☒ Sewer Manhole Vacuum Testing Certification

☒ Sewer Manhole Insecticide Certification

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

Other _____ (Specify)

☒ AOC

☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Streetlight Energize Letter

☒ As built Documents (PDF copy on CD)

☒ Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: [Signature]

Date: 5/28/19

Civil Engineering Supervisor: [Signature]

Date: 05/29/2019



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 5/28/2019 _____ Commercial _____ Commercial w/Offsite X Residential

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

3/27/2019 Date of Punch-List Walk 5/28/2019 Date Punch-List Completed

FS Number: FS17-674 Permit Number(s): E18P-0151, 0150, 0149,0148,0147,0146

Project Name: Marley Park Phase 3 Parcel 15 & 16

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

DMB

7600 E Double Tree Ranch Road 300, Scottsdale AZ 85258

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Wethersfield Rd	Local	N. 146th Lane	145th Drive	2	1/4	
W. Charter Oak	Local	N. 146th Lane	145th Drive	2	1/4	
Columbine Dr	Local	N. 146th Lane	145th Lane	2	1/4	
N 146th Lane	Local	Wethersfield Rd	Columbine Dr	2	1/4	
145th Drive	Local	Wethersfield Rd	W. Bloomfield Rd	2	1/4	

MATERIALS:

Asphalt: SouthWest Materials Supplier 3 1/2 Total Lane Miles 290585 Total Square Yards

Water: 8" PVC Size/Type 10,665' Total LF _____ Size/Type _____ Total LF

Sewer: 10" PVC Size/Type 1,784' Total LF _____ 8" PVC Size/Type 8,300' Total LF

4" PVC Size/Type 257' Total LF _____ Size/Type _____ Total LF

Storm: 18" RGRCP Size/Type 165' Total LF _____ 12" RGRCP Size/Type 180' Total LF

30" RGRCP Size/Type 283' Total LF _____ 18" HDPE Size/Type 61' Total LF

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

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

X Copy of Punch List

n/a Final Certification Letter from Engineer of Record

X Complete Geotechnical Testing Packet

X Sewer Pressure Testing Results

X Sewer Manhole Vacuum Testing Certification

X Sewer Manhole Insecticide Certification

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

_____ Other _____ (Specify)

X AOC

X Asphalt Concrete Ticket w/ Name of Contractor

X Streetlight Energize Letter

X As built Documents (PDF copy on CD)

X Updated asbuilt CAD base files (copy on CD)

APPROVAL:

Civil Inspector: _____

Date: _____

Civil Engineering Supervisor: _____

Date: _____



3/27/2019	Date of Punch-List Walk	5/28/2019	Date Punch-List Completed
-----------	-------------------------	-----------	---------------------------

7600 E Double Tree Ranch Road 300, Scottsdale AZ 85258



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 17, 2019
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 5

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

Agenda Wording:

Consideration and action pertaining to the conditional acceptance of streets and public utility improvements at Thompson Thrift at Surprise Center, generally located at Elm Street and Civic Center Drive; Resolution # 2019-111.

Motion:

I move to approve Resolution # 2019-111.

Background:

The Public Works Department conducted the final inspection of the public improvements for Thompson Thrift at Surprise Center, generally located at Elm Street and Civic Center Drive on or about June 21, 2018 totaling 2,354 SY (approximately 600 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, concrete, water and wastewater lines.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

Acceptance of streets, sewer, and water infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$574,972.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's

HURF, Water Operations, and Wastewater Operations funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Res. 2019-111 Final Plat Thompson Thrift
 2. 02_FS17-022 - THOMPSON THRIFT RETAIL DEV NOC LETTER
 3. 03_INSPECTOR SIGN OFF FORM
-

RESOLUTION # 2019-111

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER TWO YEAR WARRANTY AT THOMPSON THRIFT AT SURPRISE CENTER, GENERALLY LOCATED AT ELM STREET AND CIVIC CENTER DRIVE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Thompson Thrift at Surprise Center" on, December 20, 2016;

WHEREAS, Surprise Center Development Company, L.L.C., the developer of Thompson Thrift, dedicated to the City the street and public utility improvements, generally located at Elm Street and Civic Center Drive;

WHEREAS, on or about June 21, 2018, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the two-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the two-year warranty period, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements.

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

Section 1. The City of Surprise conditionally accepts the street and public utility improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the street and public utility improvements.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

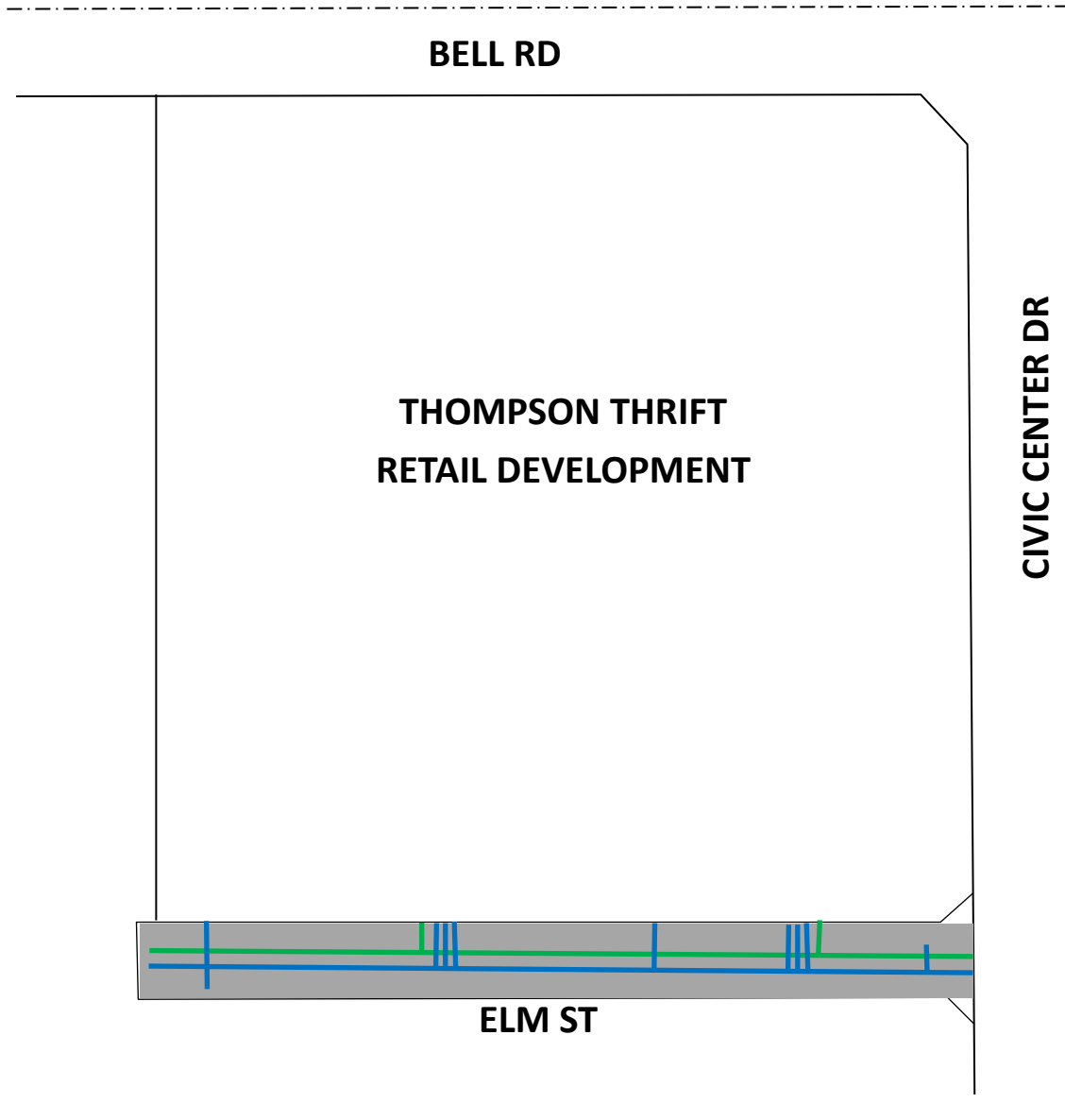
Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

THOMPSON THRIFT AT SURPRISE CENTER



INFRASTRUCTURE TO

BE ACCEPTED:

-  SEWER
-  WATER
-  ROADWAY

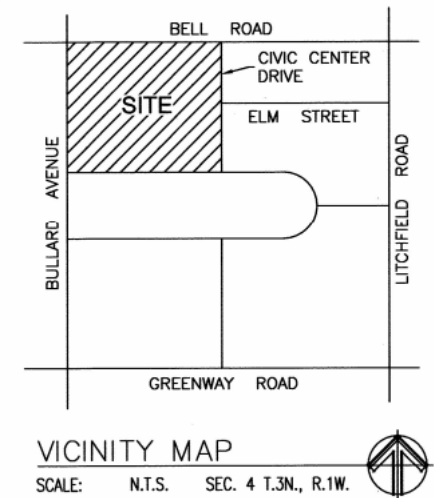


EXHIBIT B

List and Cost of Improvements



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

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 08/21/2019
Re: Thompson Thrift at Surprise Center

The public improvements for the above project have been completed and are tentatively scheduled for the September 17th, 2019 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

- City Paving - \$191,798.00
- City Concrete - \$182,244.00
- City Sewer - \$37,700.00
- City Water - \$163,230.00
- Total - \$574,972

July 03, 2018

Thompson Thrift Development Inc.
3131 E. Camelback Rd. Suite 115
Phoenix, AZ 85016

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR THOMPSON
THRIFT RETAIL DEVELOPMENT – FS17-022**

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

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

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

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

If you have any questions or concerns, you can reach me at 623-222-6141.

Sincerely,



Nuning Lemka, PE
Engineering Manager

c: David Mobley, Civil Inspections Supervisor
Warren Bert, GIS
David Kohlbeck, Public Works
Fermin Camacho, Public Works
Lee Lambert, Water Services
File

Lora Ingram, Finance
John McFarland, Public Works
Mike Gent, Public Works
Terry Lowe, Water Services
Warren Dancer, Water Services



PROJECT SIGN OFF FORM
PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: June 14, 2018 Commercial XX Commercial w/Offsite Residential

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

January 11, 2018 Date of Punch-List Walk February 27, 2018 Date Punch-List Completed

FS Number: FS17-022 Permit Number(s): E17P-0080

Project Name: Thompson Thrift Retail Development

Project Developer/Builder: (Name, Address, and Phone #)

Alexander Building Company Inc, 7550 E Main St, Scottsdale, Arizona, 85251 480-513-6144

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest ¼ mi.	Features
Elm Street	Local	Private Road	Civic Center Dr	2	1/2 mi	
Turn Lane	Local	Sta 16+19.46	Private Road	1	1/4 mi	

MATERIALS:

Asphalt:	<u>Young, Swenson, and Cross Paving</u>	<u>Supplier</u>	<u>3/4</u>	<u>Total Lane Miles</u>	<u>2353.3</u>	<u>Total Square Yards</u>		
Water:	<u>12" DIP</u>	<u>Size/Type</u>	<u>572.8</u>	<u>Total Linear Feet</u>	<u>10" DIP</u>	<u>Size/Type</u>	<u>31.6</u>	<u>Total Linear Feet</u>
	<u>8" DIP</u>	<u>Size/Type</u>	<u>31.6</u>	<u>Total Linear Feet</u>	<u>6" DIP</u>	<u>Size/Type</u>	<u>45.2</u>	<u>Total Linear Feet</u>
Sewer:	<u>8" PVC</u>	<u>Size/Type</u>	<u>1207</u>	<u>Total Linear Feet</u>	<u>8" DIP</u>	<u>Size/Type</u>	<u>42</u>	<u>Total Linear Feet</u>
	<u> </u>	<u>Size/Type</u>	<u> </u>	<u>Total Linear Feet</u>	<u> </u>	<u>Size/Type</u>	<u> </u>	<u>Total Linear Feet</u>
Storm:	<u>N/A</u>	<u>Size/Type</u>	<u> </u>	<u>Total Linear Feet</u>	<u> </u>	<u>Size/Type</u>	<u> </u>	<u>Total Linear Feet</u>
	<u> </u>	<u>Size/Type</u>	<u> </u>	<u>Total Linear Feet</u>	<u> </u>	<u>Size/Type</u>	<u> </u>	<u>Total Linear Feet</u>
Fire Ln:	<u>10" C-900</u>	<u>Size/Type</u>	<u>333</u>	<u>Total Linear Feet</u>	<u>8" C-900</u>	<u>Size/Type</u>	<u>1107</u>	<u>Total Linear Feet</u>

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

<u>XX</u> Copy of Punch List	<u>XX</u> AOC
<u>N/A</u> Final Certification Letter from Engineer of Record	<u>XX</u> Asphalt Concrete Ticket w/ Name of Contractor
<u>XX</u> Complete Geotechnical Testing Packet	<u>N/A</u> Streetlight Energize Letter
<u>XX</u> Sewer Pressure Testing Results	<u>XX</u> As built Documents (PDF copy on CD)
<u>XX</u> Sewer Manhole Vacuum Testing Certification	<u>N/A</u> As Built Documents in PDF format (copy on CD)
<u>XX</u> Sewer Manhole Insecticide Certification	<u>N/A</u> Updated asbuilt CAD base files (copy on CD)
<u>XX</u> Sewer Videos with Operators Notes (inc. re-videos)	
<u> </u> Other <u> </u>	(Specify)

APPROVAL:

Civil Inspector: William Valdez *WV*

Date: June 14, 2018

Civil Engineering Supervisor: Muning Lemka

Date: 06/21/2018



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: September 17, 2019 Contact Person: Shirley Phan
Submitting Department: Community Development District: District 2
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to a Rezone of approximately 5.08 acres from PAD-Worship to PAD-C1 on Lot 2 of the Regency Sun City Grand Holdings, LLC in the Sun City Grand PAD generally located south of Mountain View Boulevard and west of Reems Road; Ordinance # 2019-24.

Motion:

I move to approve Ordinance # 2019-24.

Background:

On February 22, 2019, EDIFICE submitted a request for a Rezone, Site Plan, and Final Plat to allow for a new Medical Office Complex on Lot 2 of the Regency Sun City Grand Holdings, LLC in the Sun City Grand PAD generally located south of Mountain View Boulevard and west of Reems Road. On August 15, 2019, the Planning and Zoning Commission approved the Site Plan and recommended approval of the subject rezone request. The Site Plan went forward and was approved by the Planning and Zoning Commission subject to approval of this rezone by the City Council.

Objective Analysis:

This zone change from PAD-Worship to PAD Neighborhood Commercial (C-1) will allow for the development of a new medical office complex.

Policy Compliant:

This proposal Rezone is consistent with the Surprise General Plan 2035 and the Surprise Municipal Code.

Financial Impact:

This item does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

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. 19.09.06 EVR Auviana- Rezone Staff Report REVISED
 2. 01-FS19-130- Auviana Medical Office Complex- Vicinity Map
 3. 02-FS19-130- Auviana Medical Office Complex- Rezone Document
 4. 03- FS19-130- Auviana Medical Office Complex-Luke AFB Comments
 5. 04- FS19-130- Auviana Medical Office Complex- ADOT Comments 1
 6. 05- FS19-130- Auviana Medical Office Complex- MWD Comments
 7. 06- FS19-130- Auviana Medical Office Complex- Flood Control District Comments
 8. 07- FS19-130- Auviana Medical Office Complex- Citizen Participation Report
 9. FS19-130- Auviana Medical Office Complex- Rezone 91719
 10. 19.08.23 EVR Ordinance 2019-24 Auviana Rezone
-

Zone Change

REPORT TO THE CITY COUNCIL

Case: FS19-130

Project Name: Auviana Medical Office Complex

Council District: 2-Cottonwood

City Council Date: September 17, 2019

Planner: Shirley Phan

Owner: Regency Sun City Grand Holdings, LLC

Applicant: Dane Astle, EDIFICE

Request: Zone Change from PAD Worship to PAD Neighborhood Commercial (C-1) to allow for the development of a new medical office complex

Site Location: Generally south of Mountain View Boulevard and west of Reems Road

Site Size: 5.08 acres (approx.)

General Plan

Conformance: The proposal is consistent with the Surprise General Plan 2035 as proposed under case FS19-130

Support/Opposition: A citizen outreach meeting was held on June 17, 2019, and no residents attended the meeting besides the applicants and city staff.

Findings:

- The proposed Zone Change is consistent with the Surprise General Plan 2035.
- The proposed Zone Change is consistent with the Surprise Municipal Code.

Staff Recommendation: On August 15, 2019 the Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of case FS19-130, subject to stipulation A and B.

45 **Background:**

46
47 **April 28, 1994:** The Mayor and City Council approved the Sun City Grand PAD (Planned Area
48 Development) under case PAD94-007.

49
50 **November 8, 2018:** Staff met with the applicant to discuss the project during a regularly scheduled
51 Concept Review meeting under CR18-570 Regency Medical Office Complex.

52
53 **February 22, 2019:** The applicant filed a request for a Site Plan for a new Auviana Medical Office
54 Complex under case FS19-130.

55
56 **June 17, 2019:** The applicant held a neighborhood outreach meeting to discuss the project.

57
58 **August 15, 2019:** The Planning and Zoning Commission passed a motion to recommend
59 approval to the Mayor and City Council of case FS19-130, subject to stipulation A and B.

60
61 **Citizen Outreach:**

62
63 As mentioned above, the applicant held a Citizen Review Meeting on June 17, 2019 in the
64 Residence Inn Marriott located at 16418 N. Bullard Avenue. Residents from the vicinity were
65 notified to attend and to ask questions about the project and voice their concerns. No residents
66 attended the meeting.

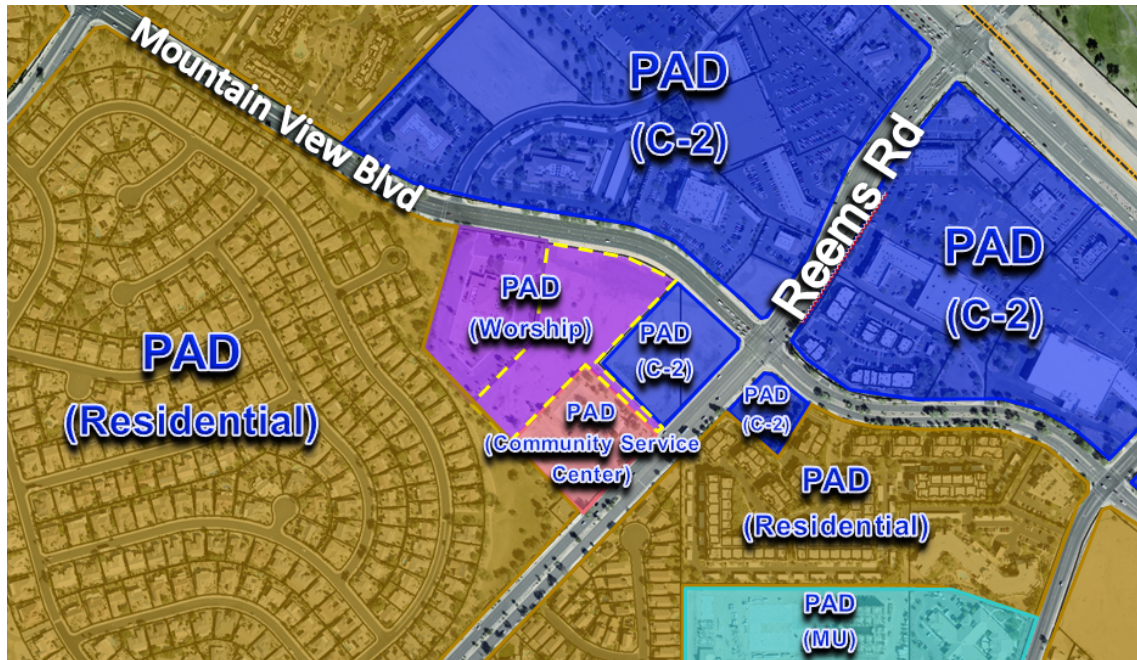
67
68 **PROJECT DESCRIPTION:**

69
70 Dane Astle with EDIFICE, requests a Zone Change from PAD Worship to PAD Neighborhood
71 Commercial to allow for the development of Auviana Medical Office Complex, a 5.08 acre (approx.)
72 property generally south of Mountain View Boulevard and west of Reems Road.

73
74
75 **Analysis and Discussion:**

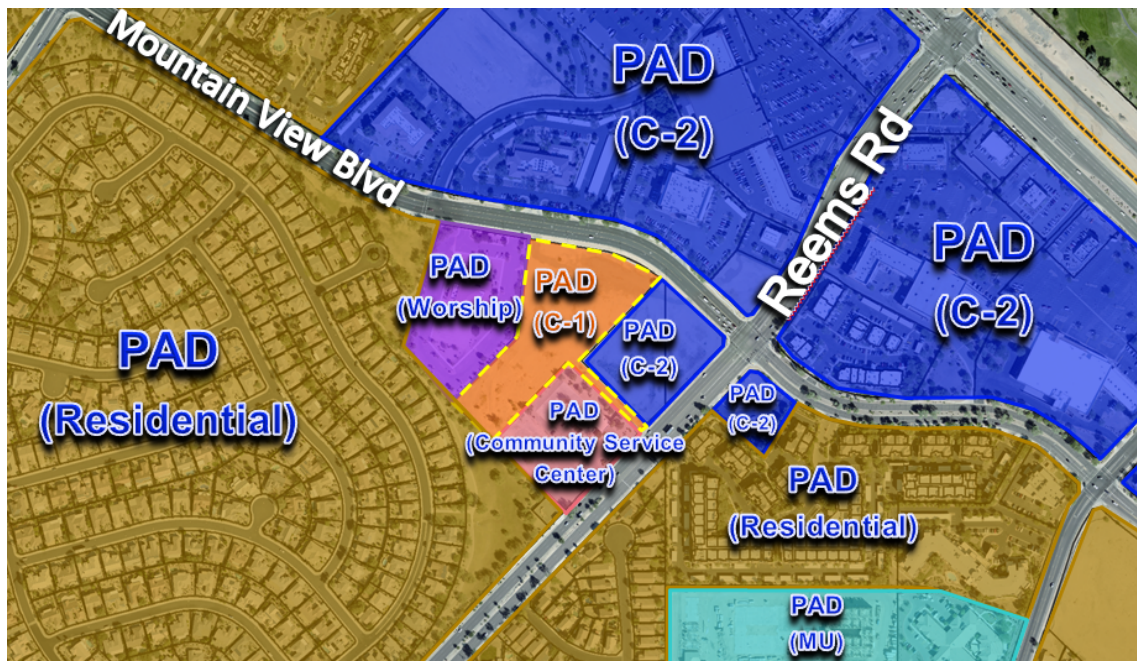
76
77 The subject property is 5.08 acres (approx.) of vacant land located south of Mountain View
78 Boulevard and west of Reems Road. The current zoning of the subject property is PAD Worship
79 under the Sun City Grand PAD. The proposed zone change will allow a new medical office complex
80 to be located on the vacant land.

81
82
83 **Existing Zoning:**



PAD (Worship)	PAD (Worship)	PAD (Commercial)
PAD (Residential)	PAD (Worship)	PAD (Commercial)
PAD (Commercial Service Center)	PAD (Commercial)	PAD (Commercial)

Proposed Zoning:



PAD (Worship)	PAD (Worship)	PAD (Commercial)
PAD (Residential)	PAD (Commercial)	PAD (Commercial)
PAD (Commercial Service Center)	PAD (Commercial)	PAD (Commercial)

Conformance with Adopted Plans:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports professional office uses, provided appropriate transitions are made between the various Neighborhood types included within the character area. As such the proposed zoning most closely align with the Suburban Neighborhood type and is consistent with the General Plan.

Reviewing Agencies:

In addition to the standard city internal reviewing departments, Flood Control District, Arizona Department of Transportation (ADOT), Maricopa Water District (MWD), and Luke AFB were included in the routing of this request. ADOT had requested a traffic study, and the applicant provided a traffic impact analysis which satisfies the comment from ADOT. MWD requested that a submittal for this project must go through MWD in addition to the submittal to the city. The final plat is required to have a Notice of Sun City Grand Development Agreement and the Notice of Intergovernmental Agreement. The applicant is in the process of completing the submittal with MWD, and once it is approved by MWD then the final plat will move forward to City Council.

Summary:

The proposed Rezone meets the requirements of the Sun City Grand PAD, SUDC, and the General Plan.

Findings:

- The proposed Rezone is consistent with the Surprise General Plan 2035.
- The proposed Rezone meets the provisions of the Sun City Grand PAD and the SUDC as applicable.

Recommendation:

On August 15, 2019 the Planning and Zoning Commission passed a motion to recommend approval to the Mayor and City Council of Zone Change case FS19-130, subject to the following stipulation:

- Development and use of the site shall be consistent with the Narrative entitled "Auviana

133 Medical Office Complex” prepared by EDIFCE Architecture, dated revised and stamped
134 received July 5, 2019.

135

136 B. Non-compliance with the approved plan for this case will be treated as a violation
137 in accordance with the provisions of Article XIV of the Surprise Unified
138 Development Code.

139

140 However, should the City Council wish to deny the request, the Council should make its own
141 findings and base its decision on those alternative findings.

142

143 **Attachments:**

144

145 01 Vicinity Map

146 02 Rezone document

147 03 Luke AFB Comments

148 04 ADOT Comments

149 05 MWD Comments

150 06 Flood Control District Comments

151 07 Citizen Participation Report

VICINITY MAP



Auviana Medical Office Complex

FS19-130 Rezone Proposal

Prepared By:

EDIFICE, LLC
Dane R. Astle, AIA
876 N. McQueen Rd., STE 108
Gilbert, Arizona 85233
T 480 580 1116
02 July 2019

Owner

Presbytery of Grand Canyon
Robert Schulz
Surprise, Arizona
T 602 468 3820

Developer

BHS Properties LLC
Rich Richmond
PMB 148
10105 E Via Linda, STE 103
Scottsdale, AZ 85258
T 480 840 4689

Table of Contents

Narrative.....Page 3

Location Map.....5

Existing Zoning Map.....6

Proposed Zoning Map7

General Plan Land Use.....8

Legal Description.....9

Enhanced Notification.....10

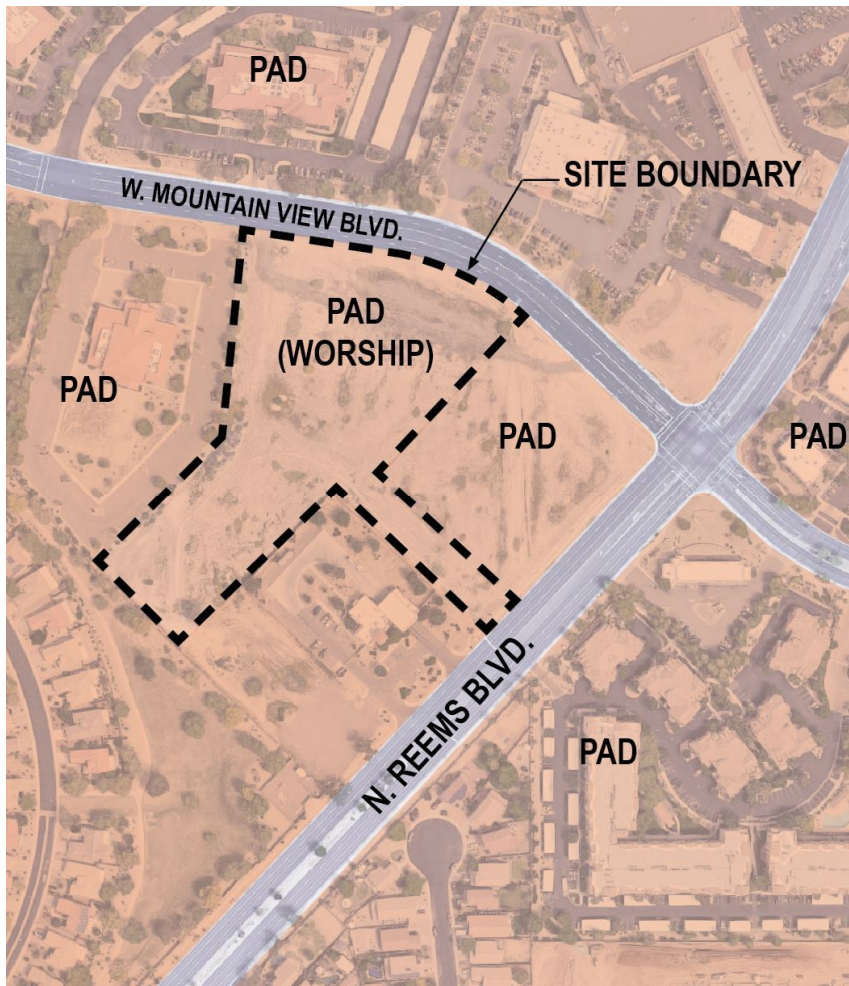
Project Narrative

It is proposed to rezone and develop a medical office complex of approximately sixteen (16) medical suites on 5.08 acres of land. The site is located at 14753 W, Mountain View Blvd. Currently there is a single vacant parcel zoned as PAD-Worship. To accommodate the design intent, a rezone to the required Neighborhood Commercial (PAD-C1)– Medical Office Type is proposed.

This project includes a design scope of six (6) medical office shell buildings which totals an approximate square footage of 52,000 SF. The six (6) new buildings consist of five (5) one-story buildings of 6,500 SF each, and one (1) two-story building of 19,500 SF. Information regarding the hours of operation and employees will be provided with the Tenant Improvements that will be presented at a later date. Tenants for the medical office spaces have not been determined; therefore, the day-to-day operations of the site will be determined upon tenant selection. Parking for the six (6) buildings has been calculated as one (1) parking space/400 SF of building area, bringing the total parking spaces required to 130 spaces. The total parking provided is 256 spaces. Seven (7) accessible parking spaces are provided and spaced around the site near the main entrances of the building. Trash bins are located in two (2) separate locations around the perimeter of the parking lot and will serve all six (6) buildings. The front entrance of each building faces the parking area and is easily distinguishable and appropriately accessible for visitors, employees and clients.

New gas lines, new sewer lines, and new electrical equipment will be installed and will tie into the existing infrastructure on and/or near the site.

The main entrance to the site is accessed on W. Mountain View Blvd. The one (1) two-story building welcomes visitors to the site with a combination of white-stained masonry façade with charcoal-color stucco accents. The central area of the two-story building has a two-story curtainwall system creating a welcoming entrance. The one-story buildings also share the same material palette with white-stained masonry, charcoal stucco accents and black anodized framed curtain wall systems. The site also offers an auxiliary access point on Reems Rd. Additionally, a cross access agreement with the adjacent church property located just to the west, will allow the existing church parking lot drive lane to be used as an exit when necessary.



Auviana Medical Office Complex - Rezone

876 N. McQueen Road, Suite 108
Gilbert, AZ 85233
T 480 580 1116

Location Map

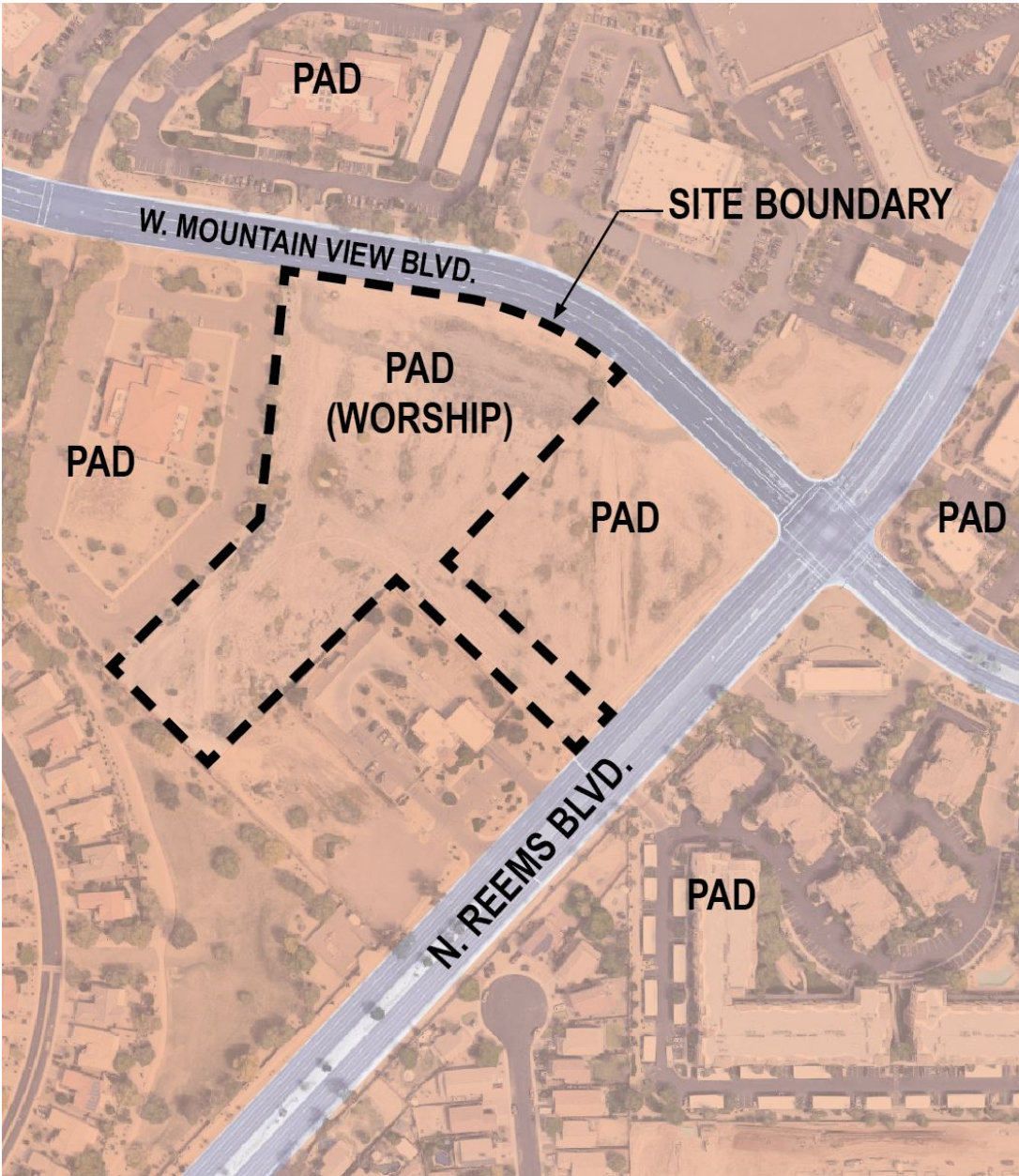


Auviana Medical Office Complex - Rezone

876 N. McQueen Road, Suite 108
Gilbert, AZ 85233
T 480 580 1116

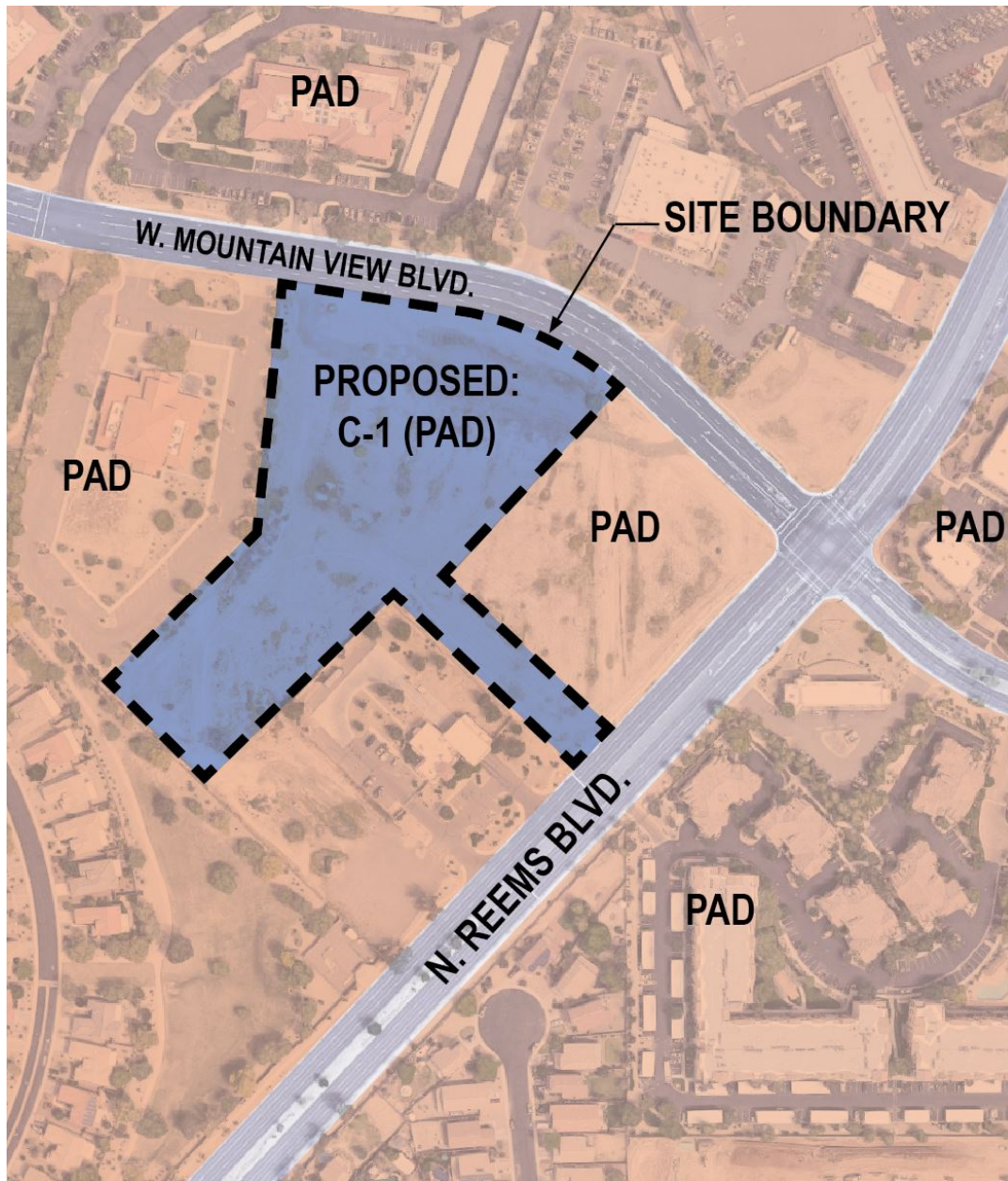
Existing Zoning

NTS

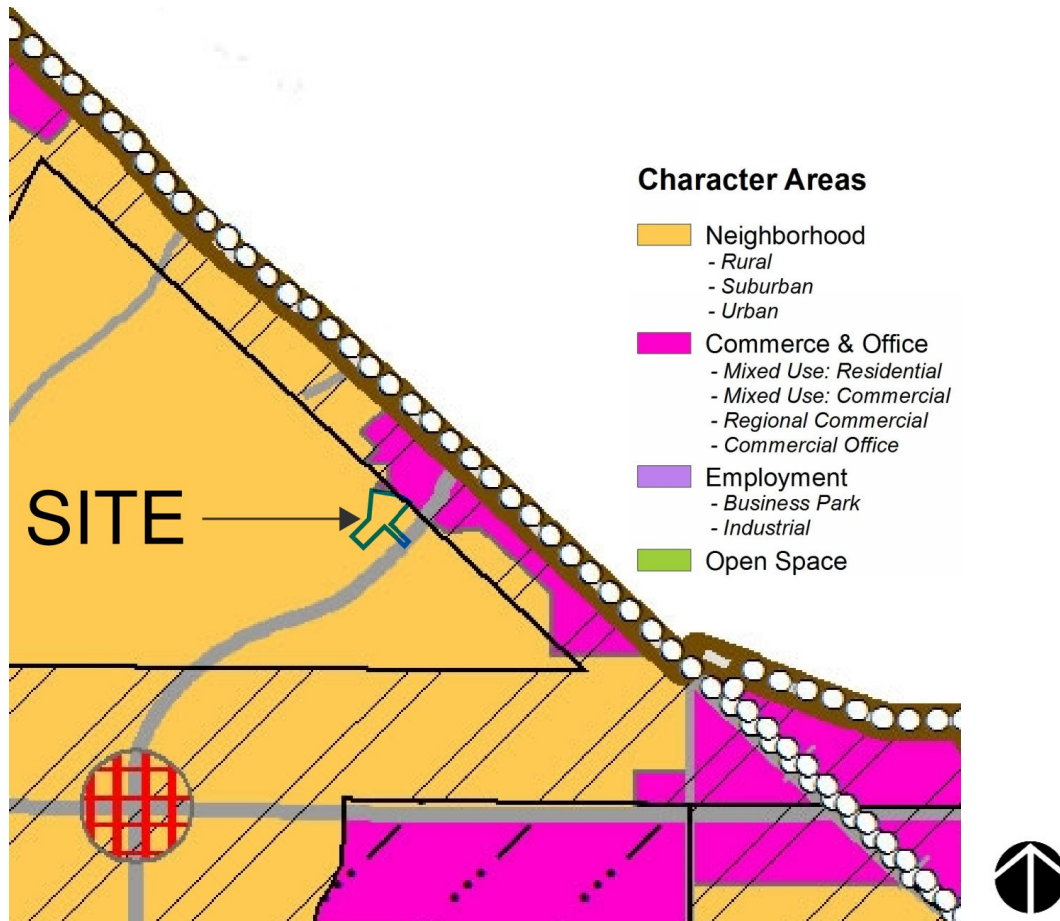


Proposed Zoning

NTS



General Plan Land Use



This project is located on a commercial corner adjacent to a recently approved commercial medical facility within the Neighborhood Character Area. Across Mountain View Blvd., the character area transitions to commerce and office. The General Plan 2035 identifies the Character Area as Neighborhood. While neighborhoods are predominantly residential areas they can also be supported by locally oriented commercial and public facility uses and can range from established to emerging and urban to rural in nature. The subject rezone would be in coherence with the General Plan.

Legal Description

Parcel No. 2 of Morning Star Presbyterian Church, according to the plat of record, in the Office of the County Recorder of Maricopa County, Arizona, Recorded in Book 922 of Maps, Page 50.

Enhanced Notification

ENHANCED NOTIFICATION PROCEDURE REQUEST FOR COMMENTS FORM

Applicant Responsible For Completing the Following:

COMMENTING JURISDICTION: In accordance with the Enhanced Notification Procedure adopted by our community, we are informing you of a project that is being considered in our jurisdiction that may affect your community.

Please review the data provided on this project. If you feel this project may impact your jurisdiction and you would like to submit comments, please be specific in addressing potential impacts and submit your comments by the First Hearing Date noted above. Please keep comments to a maximum of three (3) pages.

All comments will be reviewed as "advisory" only. The host jurisdiction maintains authority to proceed with their hearing schedule as noted. If you have any questions or would like additional information, please call the contact person indicated above.

1. Submitting host jurisdiction: The City of Surprise, Arizona
2. Address or location of project: Auviana Medical Office Complex
14753 W Mountain View Blvd., Surprise, AZ
3. Nature of action requested (general plan amendment, master plan, rezoning, etc.): Rezone from PAD-Worship to Commercial PAD-C1
4. Description of project:
Projected additional A.M. / P.M. peak hour vehicle trips: 121 AM Peak Hour Trips (94 In, 27 Out)
178 PM Peak Hour Trips (50 In, 128 Out) Please refer to the included Traffic Impact Study for the full analysis.
Number of dwelling units: 0 Non-residential sq. footage: 0 Acreage of Project: 5.08 Acres
Present and proposed land uses: Present: Neighborhood Proposed: Commerce & Office
Phasing plan for overall project: Single Phase
5. Distance from perimeter of the project to the nearest existing or proposed:
Freeway: 303 Freeway: 2.15 miles Road of regional significance: W Grand Ave.: 1,210 ft (0.24 miles)
6. Measures that will be employed to mitigate any traffic impacts caused by the project: Site access driveways are shared with adjacent development.
7. Any other comments on the project (may use reverse side or separate sheet): _____

From: [TOALE, CHRISTOPHER P GS-13 USAF AETC 56 FW/CVE](#)
To: [Elsa DeMoss](#)
Cc: [TOALE, CHRISTOPHER P GS-13 USAF AETC 56 FW/CVE](#)
Subject: RE: FS19-130 Auviana Medical Office Complex - New Submittal 022219
Date: Monday, March 11, 2019 10:29:24 AM
Attachments: [image001.jpg](#)
[smime.p7s](#)
[ATT00001.txt](#)
[ATT00002.htm](#)

Ms. De Moss,

Thank you for allowing Luke AFB to make comments on the Final Application for the Auviana Medical Office Complex project. This application is to develop a medical office complex of approximately 16 medical suites on 5.08 acres of land located at 14753 W. Mountain View Blvd in Surprise, AZ. The site is located 2.7 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform the tenant about Luke AFB operations.

Regards,

Chris Toale

Community Initiatives Team

Luke AFB, AZ

623-856-6175

From: Elsa DeMoss

Sent: Monday, February 25, 2019 2:49 PM

To: Bob Woodring - TEMPX ; 'Brad Finke - EPCOR' ; 'Chris Cain - MWD' ; TOALE, CHRISTOPHER P GS-13 USAF AETC 56 FW/CVE ; Christina Betz ; Daniel Trujillo ; 'Debbie Trasancos - MWD' ; 'Don Romero - USPS' ; Donna Miller ; 'Douglas Kirkland - Epcor' ; 'Ernest (USPS)' ; Eva Pierce ; Greg Welch ; 'Ibeth - USPS' ; 'Kevin Shipman' ; 'Leslie - MWD' ; 'Mark Frago' ; 'Mary Orta - Surprise Chamber' ; 'Peter Hughes - FCDX' ; 'Project Coordinator' ; 'Raoul Sada - Surprise Chamber' ; 'Richard Hammitt' ; Sandy Simmons ; 'Vern Wolfley - MAG' ; 'Victor.Schaum' ; 'Yvonne Aguirre'

Cc: Lloyd Abrams ; Allysa Robinson

Subject: [Non-DoD Source] FS19-130 Auviana Medical Office Complex - New Submittal 022219

Good afternoon,

Attached you will find the submittal documents for the above referenced project. This project originally came in as a concept review CR18-570 and now is a final submittal FS19-130. Any questions or clarifications please feel free in contacting us.

Respectfully,

Elsa P. De Moss

Planning Project Coordinator

City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise AZ | 85374

www.surpriseaz.gov

☎: 623-222-3133

📠: 623.222.3001

✉: Elsa.DeMoss@surpriseaz.gov

City of Surprise offices open at 8 a.m. and close at 5 p.m. Monday through Friday. More info at www.surpriseaz.gov.

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
0.1

25 Feb 2019 21:49:19 -0000

From: [Clinton Emery](#)
To: [Elsa DeMoss](#)
Cc: [Tony Abbo](#); [Dennis Haley](#)
Subject: City of Surprise - Redletter - 14753 W Mountain View Blvd, Surprise, AZ
Date: Friday, March 01, 2019 1:56:07 PM
Attachments: [image002.png](#)

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

Hello:

ADOT's Regional Traffic has concerns relating to the Development that was submitted. We do anticipate that development will have an impact on the state system. Therefore, we are requesting that the developer prepare a traffic study and submit it to ADOT for review and approval. ADOT's R/W section may be submitting supplemental comments in relation to this request.

Clinton Emery, PE

Asst. Regional Traffic Engineer – Central Region

2140 West Hilton Avenue

Phoenix AZ 85009

Cell: (480) 684-4257

E-mail: CEmery@azdot.gov

On Mon, Feb 25, 2019 at 2:50 PM Elsa DeMoss <Elsa.DeMoss@surpriseaz.gov> wrote:

Good afternoon,

Attached you will find the submittal documents for the above referenced project. This project originally came in as a concept review CR18-570 and now is a final submittal FS19-130. Any questions or clarifications please feel free in contacting us.

Respectfully,

Elsa P. De Moss

Planning Project Coordinator

City of Surprise | Community Development

16000 N. Civic Center Plaza | Surprise AZ | 85374

www.surpriseaz.gov

☎: 623-222-3133

📠: 623.222.3001

✉: Elsa.DeMoss@surpriseaz.gov

City of Surprise offices open at 8 a.m. and close at 5 p.m. Monday through Friday. More info at www.surpriseaz.gov.

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

0.1

25 Feb 2019 21:49:19 -0000

Confidentiality and Nondisclosure Notice: This email transmission and any attachments are intended for use by the person(s)/entity(ies) named above and may contain confidential/privileged information. Any unauthorized use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by email, and delete or destroy all copies plus attachments.

From: [Dennis Haley](#)
To: [Elsa DeMoss](#)
Cc: [Nanci Roberts](#)
Subject: FS19-130 Auviana Medical Office Complex
Date: Wednesday, February 27, 2019 2:54:42 PM

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

RE: CR19-130

Auviana Medical Office Complex
14753 W. Mountain View Blvd.
Attn: Elsa DeMoss

Thank you for your notice for the above-referenced development.

After review, the development location is more than 1/4 mile from any ADOT proposed or existing highway facility. As such, ADOT has no comment.

Please feel free to contact me should you have any further questions. We appreciate the opportunity to review and comment.

From: [Leslie Jarrell](#)
To: [Elsa DeMoss](#)
Cc: [Allysa Robinson](#); [Chris Cain](#); [Debbie Trasancos](#)
Subject: FS19-130 Auviana Medical Office Complex - New Submittal 022219
Date: Tuesday, February 26, 2019 8:35:13 AM
Attachments: [image001.png](#)
[image004.jpg](#)
[Electronic Submittal 022219.pdf](#)
[Sun City Grand - Notice of Development.pdf](#)
[MWD Drawing Requirements REV 2-7-19.pdf](#)
[MWD Fees & Payment Schedule 2019.pdf](#)

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

Elsa,

Thank you for providing the electronic submittal for **Auviana Medical Office Complex - New Submittal 022219 FS19-130**. This project is located within an area included in the **Sun City Grand** Development Agreement between MWD and the original developer/landowner. Pursuant to the Development Agreement, the developer (including their successors and assigns) must submit copies of the subdivision plats to MWD for review and approval pursuant to the attached *MWD Drawing Requirements*, along with the payment of the applicable Subdivision Plat Review Fee pursuant to the attached *MWD Fees & Payment Schedule*. The Plat must include the attached Notice of **Sun City Grand** Development Agreement on the coversheet where MWD will sign the plat confirming our approval. The Plat must also include the attached Notice of Intergovernmental Agreement. Upon our review of the plat once it is provided by developer, MWD will copy the City on our approval and/or comments.

Thanks again.

Leslie Jarrell

Property & Contracts Specialist

Maricopa Water District

14825 W. Grand Avenue

Surprise, AZ. 85374

Office Phone: (623)546-8266

Direct Line: (623)235-6103

Fax: (623)584-2536

E-mail: lesliej@mwdaz.com



From: Elsa DeMoss

Sent: Monday, February 25, 2019 2:49 PM

To: Bob Woodring - TEMPX ; 'Brad Finke - EPCOR' ; Chris Cain ; Chris Toale - LAFB ; Christina Betz ; Daniel Trujillo ; Debbie Trasancos ; 'Don Romero - USPS' ; Donna Miller ; 'Douglas Kirkland - Epcor' ; 'Ernest (USPS)' ; Eva Pierce ; Greg Welch ; 'Ibeth - USPS' ; 'Kevin Shipman' ; Leslie Jarrell ; 'Mark Frago' ; 'Mary Orta - Surprise Chamber' ; 'Peter Hughes - FCDX' ; 'Project Coordinator' ; 'Raoul Sada - Surprise Chamber' ; 'Richard Hammitt' ; Sandy Simmons ; 'Vern Wolfley - MAG' ; 'Victor.Schaum' ;

'Yvonne Aguirre'

Cc: Lloyd Abrams ; Allysa Robinson

Subject: FS19-130 Auviana Medical Office Complex - New Submittal 022219

Good afternoon,

Attached you will find the submittal documents for the above referenced project. This project originally came in as a concept review CR18-570 and now is a final submittal FS19-130. Any questions or clarifications please feel free in contacting us.

Respectfully,

Elsa P. De Moss

Planning Project Coordinator

City of Surprise | Community Development

16000 N. Civic Center Plaza | Surprise AZ | 85374

www.surpriseaz.gov

☎: 623-222-3133

📠: 623.222.3001

✉: Elsa.DeMoss@surpriseaz.gov

City of Surprise offices open at 8 a.m. and close at 5 p.m. Monday through Friday. More info at www.surpriseaz.gov.

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.
0.1

25 Feb 2019 21:49:19 -0000

From: [Peter Hughes - FCDX](#)
To: [Elsa DeMoss](#)
Subject: RE: FS19-130 Auviana Medical Office Complex - New Submittal 022219
Date: Monday, February 25, 2019 3:49:24 PM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.jpg](#)

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

Elsa,

The Flood Control District of Maricopa County has the following comments.

Project Name: FS19-130 Auviana Medical Office Complex. Project Information: SWC of Reems Road and Mountain View Boulevard. APN(s): 232-41-877

- Parcel 232-41-877 is located in FEMA Zone X, which is not in the SFHA.
- Parcel 232-41-877 is located on FEMA FIRM panel 1220L.

If there are any questions or concern please let me know.

Have a great weekend,

Peter

Peter Hughes

Policy, Planning, and Coordination Branch
Planner



Flood Control District of Maricopa County
2801 W Durango St, Phoenix, AZ 85009
(O) 602-506-8725
peterhughes@mail.maricopa.gov
www.fcd.maricopa.gov



How are we doing? Click [here](#) to leave your feedback

From: Elsa DeMoss [mailto:Elsa.DeMoss@surpriseaz.gov]

Sent: Monday, February 25, 2019 2:49 PM

To: Bob Woodring - TEMPX ; 'Brad Finke - EPCOR' ; 'Chris Cain - MWD' ; Chris Toale - LAFB ; Christina Betz ; Daniel Trujillo ; 'Debbie Trasancos - MWD' ; 'Don Romero - USPS' ; Donna Miller ; 'Douglas Kirkland - Epcor' ; 'Ernest (USPS)' ; Eva Pierce ; Greg Welch ; 'Ibeth - USPS' ; 'Kevin Shipman' ; 'Leslie - MWD' ; Mark Frago - FCDX ; 'Mary Orta - Surprise Chamber' ; Peter Hughes - FCDX ; 'Project Coordinator' ; 'Raoul Sada - Surprise Chamber' ; 'Richard Hammitt' ; Sandy Simmons ; 'Vern Wolfley - MAG' ; 'Victor.Schaum' ; 'Yvonne Aguirre'

Cc: Lloyd Abrams ; Allysa Robinson

Subject: FS19-130 Auviana Medical Office Complex - New Submittal 022219

Good afternoon,

Attached you will find the submittal documents for the above referenced project. This project originally came in as a concept review CR18-570 and now is a final submittal FS19-130. Any questions or clarifications please feel free in contacting us.

Respectfully,

Elsa P. De Moss

Planning Project Coordinator

City of Surprise | Community Development
16000 N. Civic Center Plaza | Surprise AZ | 85374

www.surpriseaz.gov

☎: 623-222-3133

📠: 623.222.3001

✉: Elsa.DeMoss@surpriseaz.gov

City of Surprise offices open at 8 a.m. and close at 5 p.m. Monday through Friday. More info at www.surpriseaz.gov.

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

0.1

25 Feb 2019 21:49:19 -0000



July 03, 2019

CITY OF SURPRISE
1600 N. Civic Center Plaza
Surprise, AZ 85374

Re: AUUVIANA - Medical Office Building
14753 W. Mountain View Blvd.
Surprise, AZ

Citizen Outreach Report

To whom it may concern,

Per the request of the City of Surprise, a citizen outreach meeting was held on:
June 17, 2019 at 6:00 pm

Location:

Residence Inn by Marriott in Surprise, AZ
16418 N Bullard Ave
Surprise, AZ 85374

A sign was posted in two places on site 20 days prior to the meeting and letters were mailed to neighboring property owners by City Staff as required. The development team and a few City staff members attended the meeting, no other attendees. The development team did not either receive emails or phone calls from neighboring property owners. No opposition to the project.

Attendees:

Lloyd Abrams - City Staff
Shirley Phan - City Staff
Dane Astle - Project Architect
Rick Richmond - Developer
Jason Mussman - Developer
Philip Wurth - Broker
Greg Winch - Owner's Rep

We sincerely thank you for your time,



Dane Astle
Principal Architect
EDIFICE



FS19-130

**Auviana Medical Office
Complex- Rezone**

City Council

September 17, 2019

VICINITY MAP



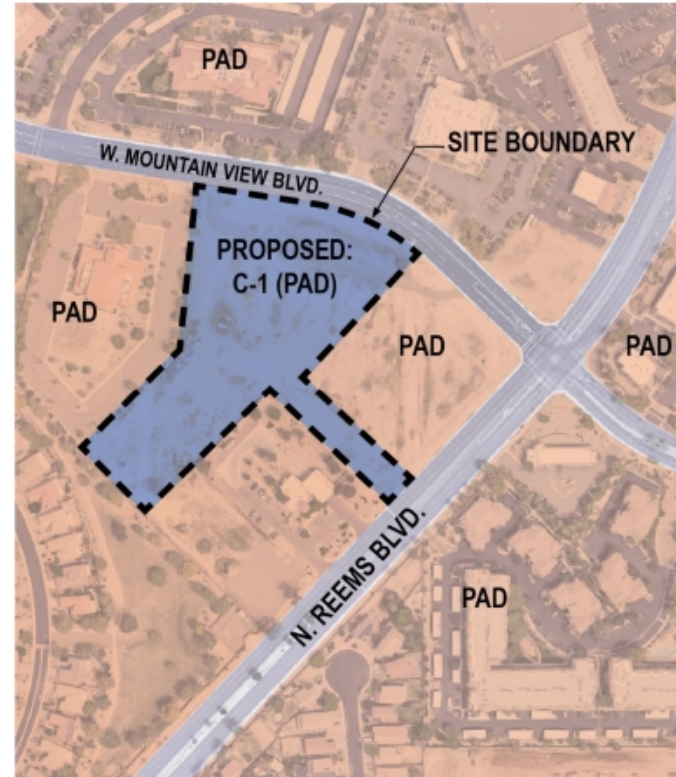
Existing Zoning

NTS

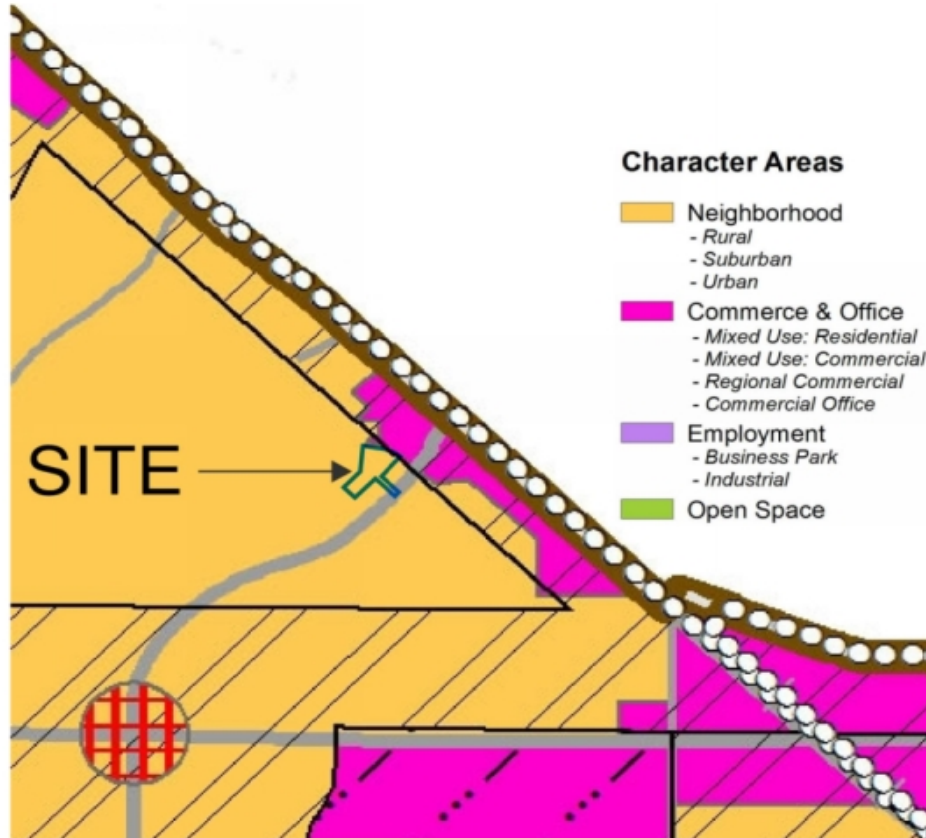


Proposed Zoning

NTS



General Plan Land Use





CITIZEN OUTREACH

Citizen Outreach Meeting

- June 17, 2019





QUESTIONS OR COMMENTS?

Thank You

A. Development and use of the site shall be consistent with the Narrative entitled “Auviana Medical Office Complex” prepared by EDIFCE Architecture, **dated revised and stamped received August 6, 2019.**

B. Non-compliance with the approved plan for this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.



ORDINANCE 2019-24

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A MAJOR PAD AMENDMENT (REZONE) OF APPROXIMATELY 5.08 ACRES FROM PAD-WORSHIP, TO PAD-C1 IN THE SUN CITY GRAND PAD, GENERALLY LOCATED SOUTH OF MOUNTAIN VIEW BOULEVARD AND WEST OF REEMS ROAD.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is generally located south of Mountain View Boulevard and west of Reems Road;

WHEREAS, the subject property was annexed into the City of Surprise as memorialized under City of Surprise Ordinance #1987-03;

WHEREAS, as a result of that Annexation, the subject property is zoned as Planned Area Development (PAD);

WHEREAS, the Major PAD Amendment is authorized by and satisfies the requirements of Surprise Municipal Code §122-68;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, this rezone is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and,

WHEREAS, on August 15, 2019, the Planning and Zoning Commission recommended approval of the Major PAD Rezone for Sun City Grand.

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

Section 1. *Rezoning.* The parcel legally described on Exhibit A and depicted on Exhibit B, known as Auviana Medical Offices at Sun City Grand, is rezoned from PAD-Worship to PAD-C1, subject to the stipulations as outlined in Section 2 herein.

Section 2. *Stipulations of Approval.* The rezoning of the property as outlined in Section 1 above is approved subject to the following stipulations:

- A. Development and use of the site shall be consistent with the Narrative entitled "Auviana Medical Office Complex" prepared by EDIFICE Architecture, dated revised and stamped received July 5, 2019.
- B. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

Section 3. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the changes referred to in Section 1 above.

Section 4. *Codification.* This ordinance is not of a general nature and will not be codified.

Section 5. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 6. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 7. *Effective Date.* This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____ 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A Legal Description

The Presbytery of Grand Canyon, an Arizona corporation, the GRANTOR does hereby convey to Regency Sun City Grand Holdings, LLC, and Arizona limited liability company, the GRANTEE the following described real property situated in Maricopa County, Arizona:

Parcel No. 2 of Morning Star Presbyterian Church, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona, Recorded in Book 922 of Maps, Page 50.

Exhibit B Zoning Map



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 17, 2019 Contact Person: Joshua Mike
Submitting Department: Community Development District: Citywide
Staff Recommendations: None

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

Agenda Wording:

Presentation and discussion pertaining to the land entitlement process.

Motion:

Presentation and discussion only.

Background:

Community Development staff presents an overview of how the typical land entitlement process is handled in Surprise, from vacant land to actual legal use of the land.

Objective Analysis:

This presentation will summarize the land entitlement process within Surprise.

Policy Compliant:

This presentation is compliant with City and Council policies.

Financial Impact:

None; presentation only.

Budget Impact:

None; presentation only.

FTE Impact:

This action does not impact FTE staffing levels.

ATTACHMENTS:

1. 19.09.06 EVR Entitlement Update Staff Report (2)
 2. Entitlement Update Presentation 9.17.19
-

Presentation: Entitlement Process Overview

Council Districts: Citywide

Meeting Date: September 17, 2019

Planner: Joshua Mike

Background:

Community Development staff presents an overview of how the typical land entitlement process is handled in Surprise, from vacant land to the legal use of the land.

The City of Surprise Municipal Planning Area (MPA) exceeds 300 square miles while the existing incorporated limit is approximately 110 square miles. There are some areas of existing rural subdivision developments, remote custom homes, and a few pockets of commercial land within unincorporated development areas of Wittman, Circle City, and Morristown. However, the majority of the unincorporated land within the MPA is vacant with Rural-43 (RU-43) zoning and is owned by Arizona State Land Trust.

When the State Land Trust chooses to sell to a developer or the private property owner wants to develop within the City of Surprise, the project application will follow the typical entitlement process outlined within this document.

General Plan:

The City of Surprise has adopted the General Plan 2035 that serves as the primary vision document that directs future development decisions. It includes guidance for the City to develop additional strategic planning documents that support and help implement that vision, such as the Integrated Water Master Plan, Parks and Trails Master Plan, Arts and Culture Master Plan, and the Public Safety Master Plan.

Annexation:

Maricopa County currently has jurisdiction over the unincorporated lands within the MPA, including zoning, building codes, engineering standards, roads, and land uses. The City of Surprise follows Title 9 of the Arizona Revised State Statutes (ARS) and the revised Annexation Policy Manual to annex land into the incorporated limits. These regulations include:

- Enhanced Citizen Outreach, extra onsite signage, notifications
- Contiguous with existing incorporated limits
- Size and shape requirements (cannot exceed 2:1 ratio for width/length)
- Communicate with County, State, and neighboring agencies

- 30-day waiting period and public hearing for additional discussions
- Submit signed petitions within 1 year after waiting period
 - Exceed 50% of the number of property owners
 - Exceed 50% of the assessed value
- Existing County zoning is used to establish equivalent Surprise zoning
- City Council has discretion to approve as a legislative act by adopting an Ordinance

Entitlements:

The land entitlements are the legal rights of a property within the governing municipality to permit specific allowed land uses, ranges of residential density, and the development of certain building types. Both Maricopa County and Surprise use zoning districts assigned to each property to govern land entitlements.

Every property has a zoning district, but the majority of vacant land within the Surprise MPA is zoned for low density, rural residential development. The land within the County that has RU-43 zoning will have Surprise zoning (Residential Ranch) RR after annexation, which limits residential development to 1 dwelling unit per acre.

Since this is lower intensity development than other zoning districts within the City's development code, it is anticipated that property owners and developers will request to rezone the property to attain new land entitlements, such as:

- Higher residential densities, single-family subdivisions or multi-family
- Change to commercial, industrial, or other non-residential zoning districts
- Development standards associated with those specific zoning districts
- Allowed land uses associated with those specific zoning districts

Rezoning requests are processed as a legislative act by City Council based on the following:

- City staff reviews and presents the application and project proposal
- Project must comply with City policies such as the General Plan 2035, Integrated Water Master Plan, Parks and Trails Master Plan, and any other policy document that might be impacted
- Applicant conducts Citizen Outreach
- Planning and Zoning Commission provides a recommendation at a public hearing
- City Council considers project and makes a decision at a public hearing
- Approving a rezoning request is done by adopting an ordinance

Land Division:

One component of land entitlements is the ability to divide a property into separate, sellable and taxable parcels. With the exception of minor land division applications, the most common legal process for large projects is called "platting," which is applied to typical residential

subdivisions as well commercial or industrial subdivisions. The division of land through any process must result in legal parcels that comply with the requirements of the specific zoning district within which it is located. The City of Surprise has a 2-step platting process that includes a Preliminary Plat and Final Plat.

The Preliminary Plat (pre-plat) is the initial drawings that indicate the proposed layout of a subdivision and includes all information essential to determine the character and general acceptability of the proposed development. Staff reviews and presents the proposal based on a comprehensive application packet:

- The existing site conditions such as, but not limited to
 - Water supply, environmental issues, native plants, washes and floodplains, roads and easements.
- Complete design proposals such as, but not limited to
 - the number and size of lots, location of washes and water retention, tracts of open space, street locations and dedication
- Planning and Zoning Commission provides a recommendation at a public hearing
- City Council considers pre-plat and makes a decision at a public hearing
- Approving a pre-plat request is an administrative act based on procedural compliance

The Final Plat is the drawing showing the location and boundaries of legally divided, individual parcels. Staff reviews and presents the final plat based on the conclusive design:

- Compliance with an approved pre-plat
- Full civil engineering approval
 - Civil permits are not issued until final plat is approved and recorded
- City Council considers and makes a decision on a final plat as a non-public hearing
- Approving a final plat request is an administrative act based on procedural compliance
- Upon approval the final plat will be signed by the Mayor and recorded by staff at the Maricopa County Recorder's Office

Any preliminary and final plat receives extensive review for the multiple engineering standards associated with the site conditions and proposed layouts. While the reviews are concurrent with the platting process, each approval is codependent of the other. The plats can only be approved after the civil engineering standards have been met, and then the civil permits will only be issued after the final plat is approved and recorded.

Design:

Site plans are official drawings of property that shows the layout of all project components such as buildings, access to ROW, parking facilities, landscaping, fire lanes, and any other proposed features. The City has a formal process for reviewing site plans on vacant lots, lots with a previously approved site plan, or existing site plans that are proposing major changes or starting over.

Initial site plans are required for all projects in commercial and industrial zoning districts and any multi-family or non-residential projects in residential zoning districts. Site plans are often a component of a rezoning application.

- Ensures compliance with development standards such as
 - setbacks, parking calculations, building heights, drive access to ROW, public safety standards for Fire Code, landscape design, onsite stormwater retention
- Land uses associated with site plan must be allowed within the specific zoning district within which it is located
- Planning and Zoning Commission considers and makes a decision on a site plan as a non-public hearing
- Approving a site plan request is an administrative act based on procedural compliance and not related to the proposed use if it is allowed in that zoning district
- After approval the applicant can obtain construction permits

Design review applications review the architectural elevations and landscape plans of a proposed project and are often part of a site plan application. The City has various standards based on the project's location that govern design standards. Each set of standards is meant to create high quality development that implements the visions of that area and the overall General Plan 2035.

- Planning and Zoning Commission considers and makes a decision on design review as a non-public hearing
- Approving a design review request is discretionary based on the interpretation of the project's compliance with the City's design standards
- After approval the applicant can obtain construction permits

Conditional Use Permits (CUP) are a type of land use approval based on the Surprise Land Use Matrix that may be appropriate in specific zone districts but have characteristics that impact permitted uses on adjoining properties, businesses, or residences within the City. A CUP sets forth conditions to assure the Surprise Municipal Code and other applicable codes are maintained.

- The proposed use shall not impair the integrity or character of the community nor shall it be detrimental to the public health, safety or general welfare of the city
- The proposed use shall conform to the goals and policies of the General Plan and any other City policies
- Typical uses that require a CUP have Use Specific Standards within the City's development code
- CUP applications require Citizen Outreach and public hearing processes similar to rezoning applications
- Planning and Zoning Commission considers and makes a decision on a CUP as a public hearing
- Approving a CUP request is a quasi-discretionary decision based on procedural and design compliance because Surprise has previously interpreted CUP land uses as part of the zoning district entitlement if all additional conditions are met

- After approval the applicant can obtain construction permits

Construction:

Civil Engineering Permits focus on the existing site conditions and how the proposed project design will meet City standards. These permits are commonly submitted as a concurrent review with the various application types listed in this document. However, the permits will not be issued until the other applications are approved and finalized. These permits include but are not limited to

- Mass grading
- Infrastructure and utilities
- Roadways
- Storm water and water retention

Building Permits are used for the construction of the buildings and structures that were proposed in the applications listed in this document. They serve as the physical implementation of the approved rezoning, plats, site plans, and CUPs.

- Residential Building
- Model Home Complex
- Commercial Buildings
- Landscape Plans
- Non-residential and commercial buildings must comply with approved site plans.
- Single-family homes must comply with zoning standards
- Surprise adopts the International Building Code standards for residential, commercial, and fire protection construction with specific local amendments approved by City Council

Inspections are conducted throughout and at the completion of the construction process. Staff will conduct a final inspection and when required issue a Certificate of Occupancy.

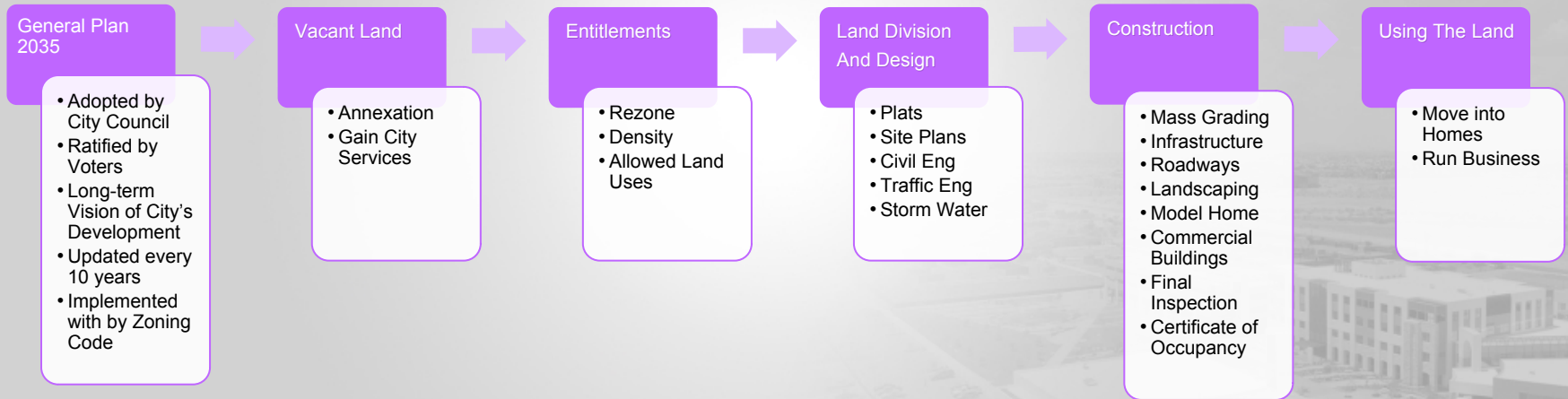
- Final inspection; single-family dwellings are move-in ready
- Certificate of Occupancy; allowed land uses may be conducted on the property and licensed businesses may be operated



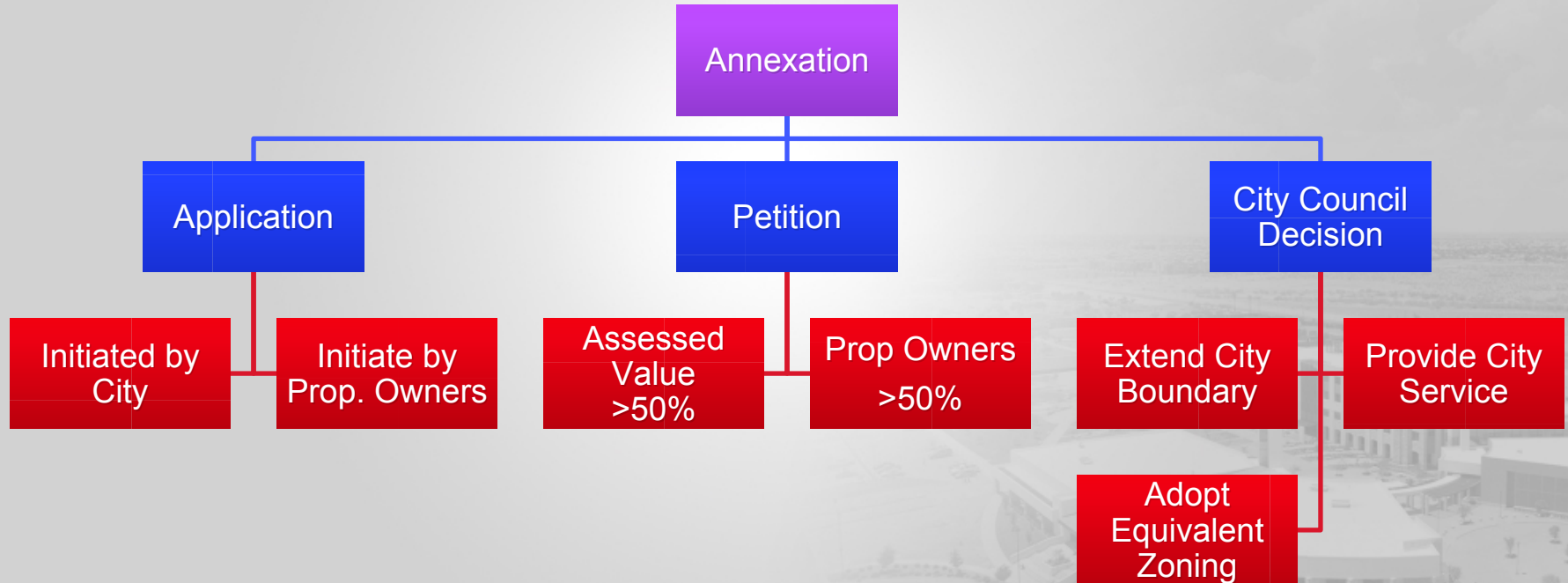
Presentation: Land Entitlement Process Overview

City Council Work Session
September 17, 2019

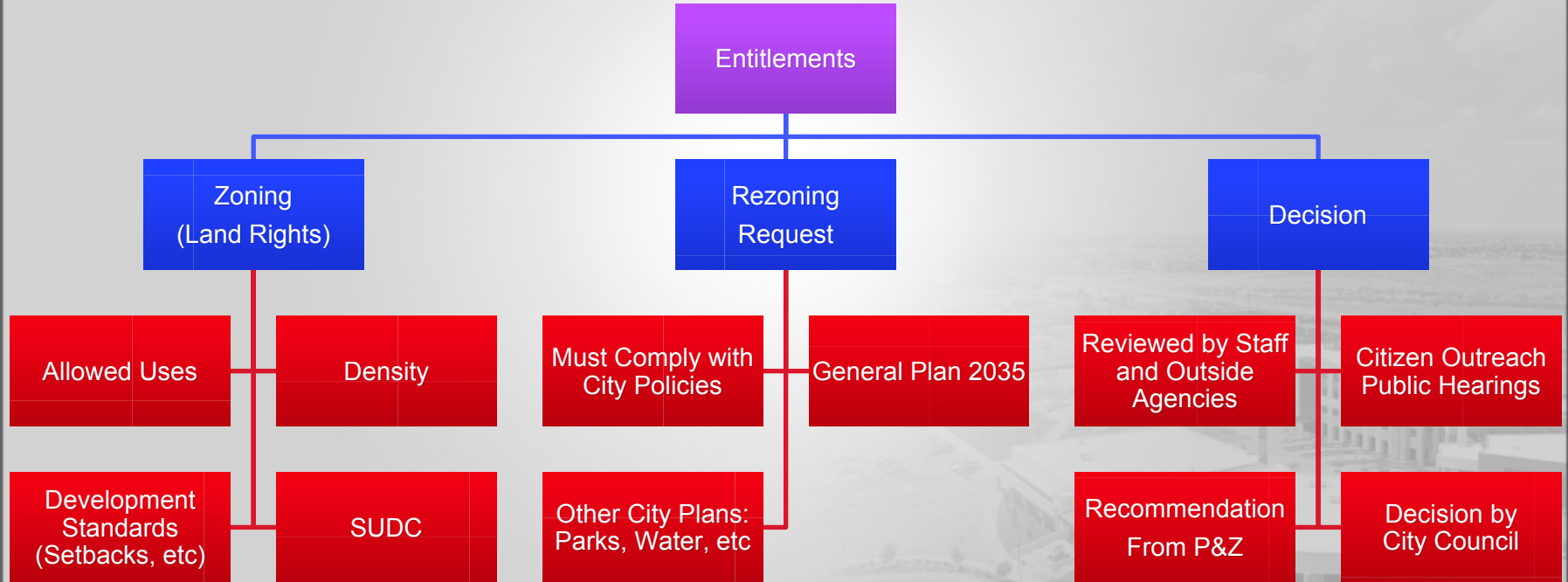
Process Overview



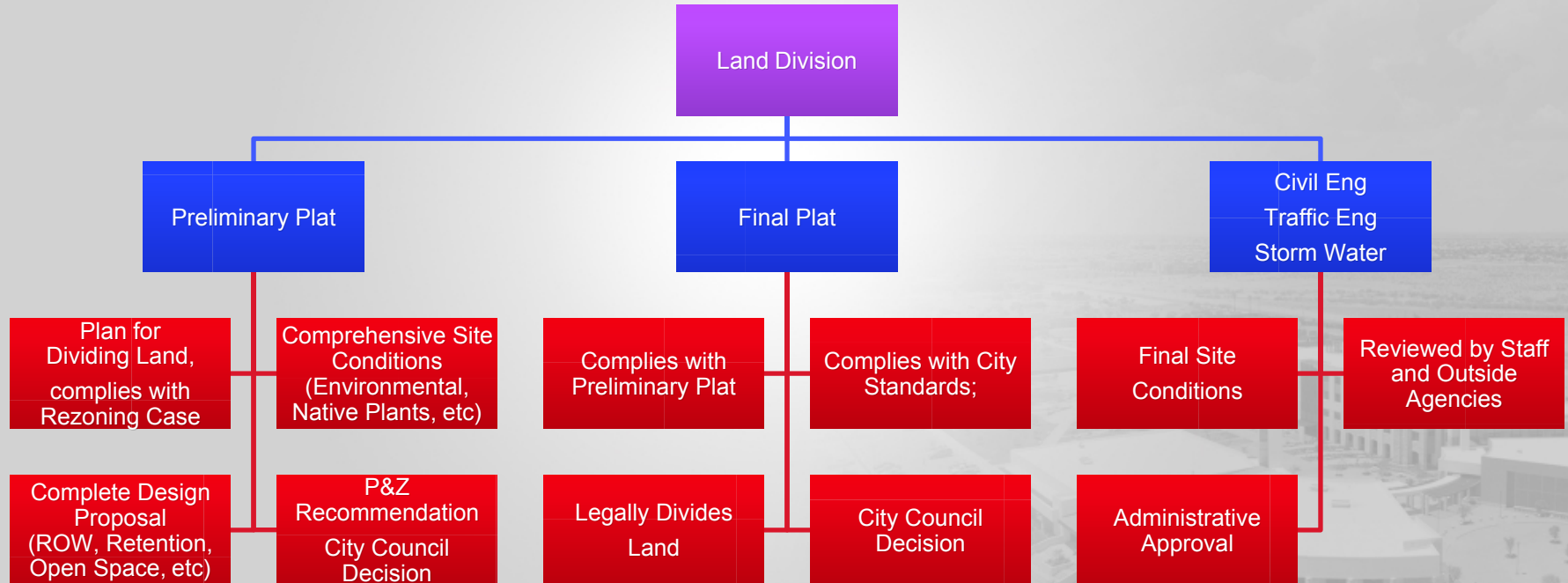
Process Overview



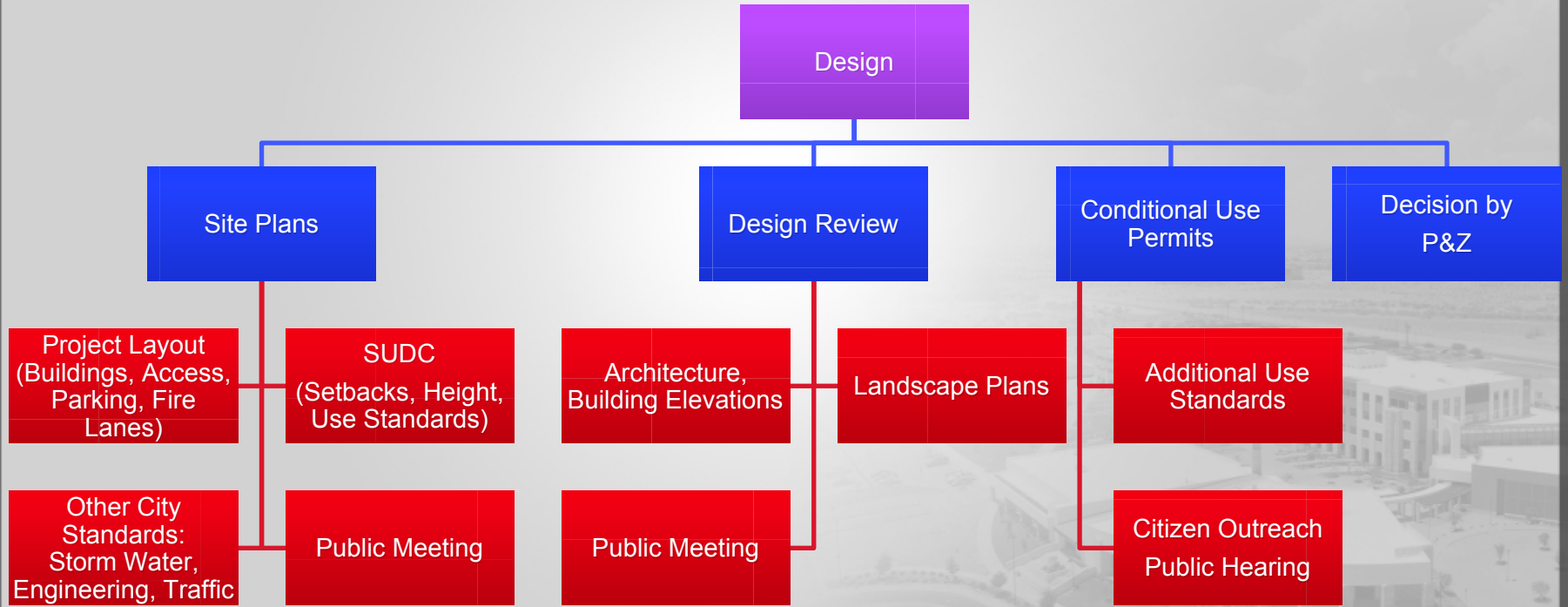
Process Overview



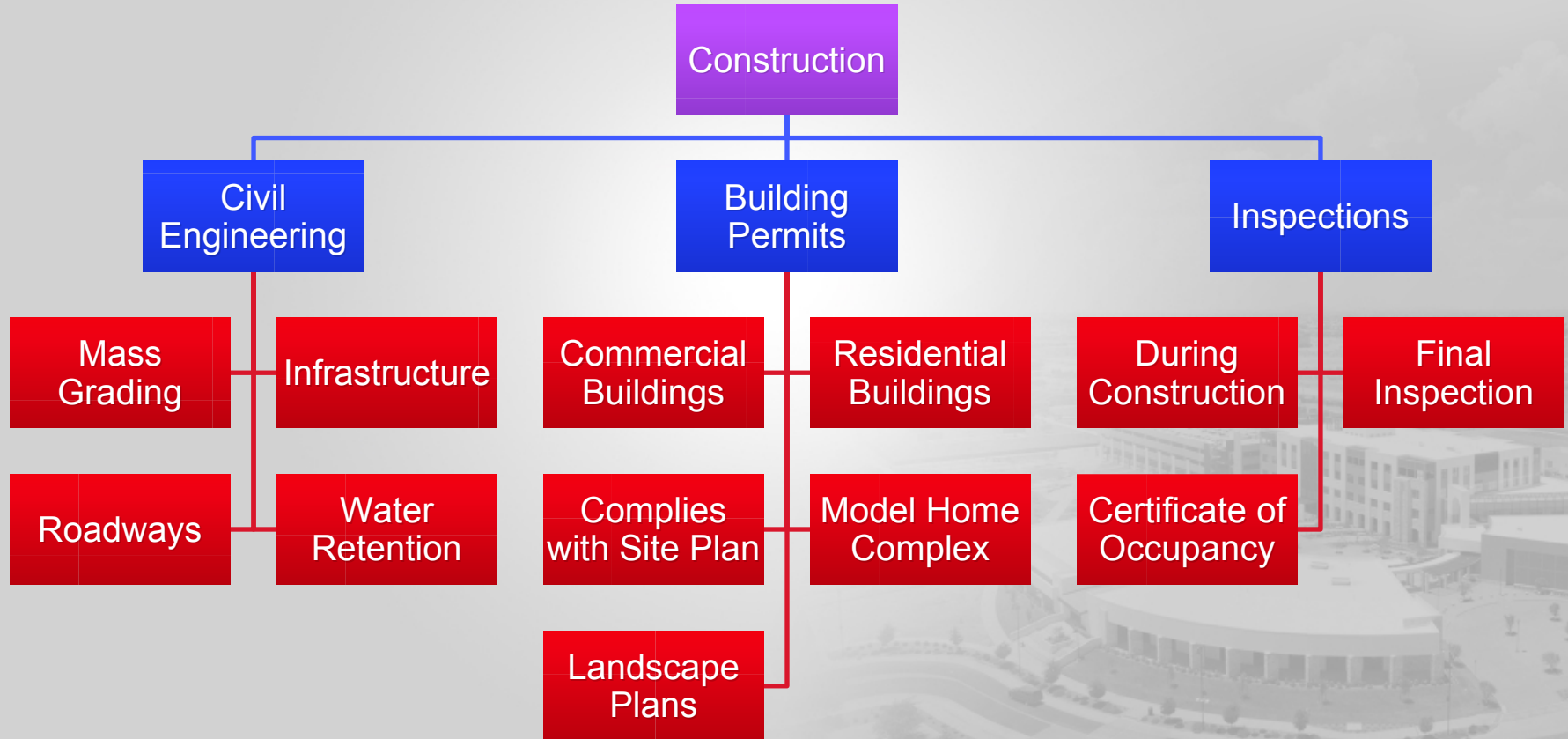
Process Overview



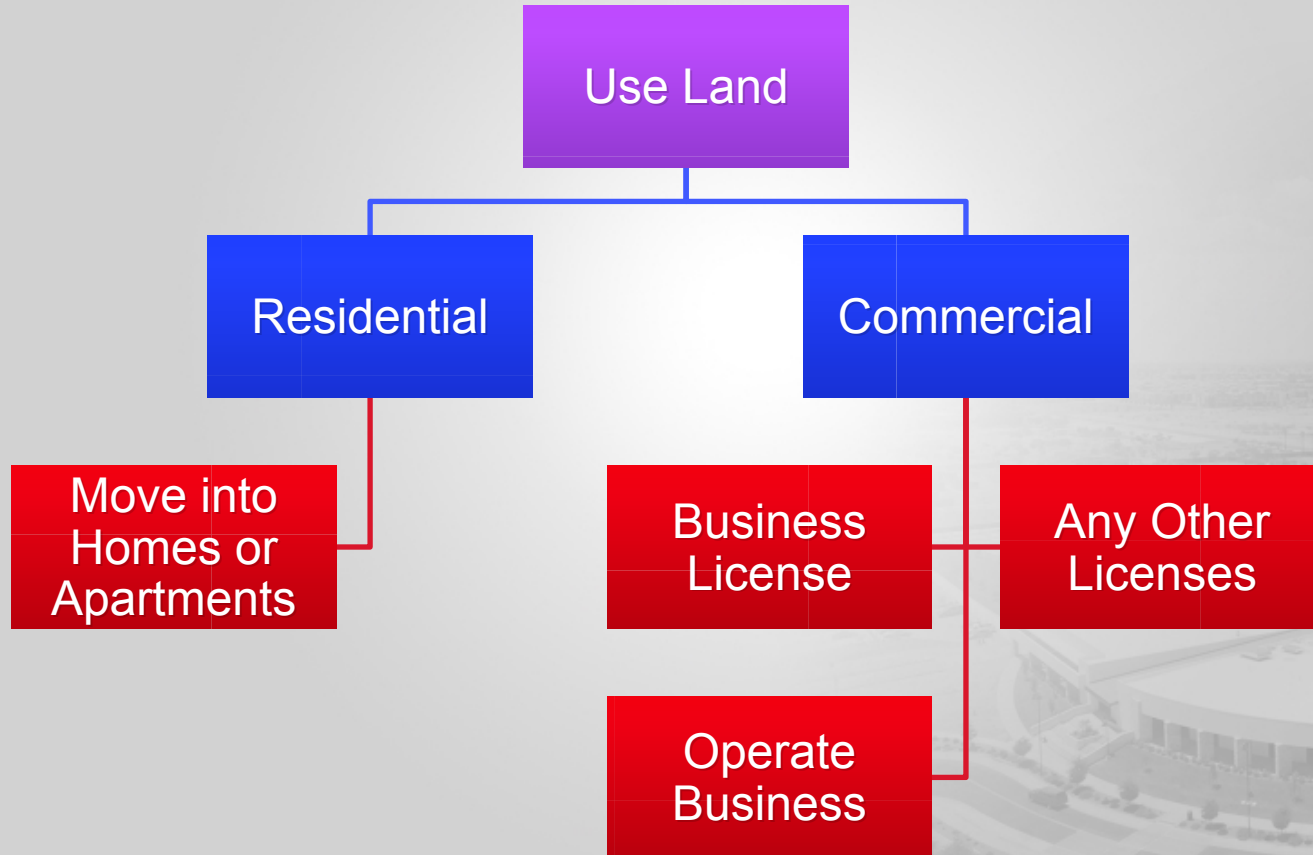
Process Overview



Process Overview



Process Overview





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: September 17, 2019
Submitting Department: Legal
Staff Recommendations: None

Contact Person: Robert
District: Internal

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

Agenda Wording:

Consideration and action to recess into executive session to discuss and consult the City's attorneys for legal advice pertaining to potentially initiating litigation.

Motion:

I move to recess into e-session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
