CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, February 17, 2026 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

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

1.	Citywide	Veterans of Foreign Wars (VFW) Post 285 presenting the Firefighter Award	City Manager Office

F. City Clerk Report

2.	Citywide	2026 Elections Update	Kristi Passarelli City Clerk

G. Regular City Council Meeting Agenda

CONSENT AGENDA:

3.	Citywide	Consideration and action to approve the minutes of the February 3, 2026, Regular City Council Meeting; February 5, 2026 Special City Council Meeting, & Executive Session; and February 11th, 2026 Special City Council Meeting.	Kristi Passarelli City Clerk
4.	Citywide	Consideration and action to correct the Audit Committee term expiration dates for Tatiana Young and Gloria Bianco-Dailey to comply with the Audit Committee Bylaws. Tatiana Young's term expires on June 30, 2026, and Gloria Bianco-Dailey's term expires on June 30, 2028.	Carol Holley City Auditor
5.	Citywide	Consideration and action pertaining to authorizing the City of Goodyear's participation in the Maricopa HOME Consortium and approving an amendment to the intergovernmental agreement with Maricopa County to add the City of Goodyear as a member; Resolution 2026-22	Adam Lane Human Svcs and Comm Vitality
6.	District 3	Consideration and action pertaining to approval of an Intergovernmental Agreement with Maricopa County	Eric Boyles Transportation

		Department of Transportation (MCDOT); Resolution #2026-24	
	REGULAR AGENDA ITEM - PUBLIC HEARING:		
7.	District 1	Presentation and discussion regarding the Vistas Montanas Annexation, Case FS25-0291. In accordance with Arizona Revised Statutes § 9-471(A)(3), a public hearing is required to be held after filing a blank petition within the last ten days of the thirty-day waiting period.	Chris Sexton Community Development
	REGULAR AGENDA ITEM - NON-PUBLIC HEARING:		
8.	District 1	Consideration and action pertaining to approval of the Mesquite Mountain Ranch V Development Agreement; Resolution #2026-14.	Tiffany Copp Community Development
9.	District 1	Consideration and action pertaining to the approval of a Resolution for the Intent to Annex for a portion of the project known as Desert Trails. Case# FS25-0856; Resolution 2026-15.	Leslie Carnie Community Development
10.	Citywide	Consideration and action pertaining to the approval of a Fiscal Year 2026 budget amendment moving budget in the amount of $100,000 from General Contingency to the Tourism Fund, project N59130, for the Big 12 Baseball Championships; Resolution #2026-25.	Kendra Pettis Sports, Entertainment, and Culture
11.	District 1	Consideration and action pertaining to the approval of a Cell Tower Lease Agreement at the Section 10 Pocket Park, Resolution #2026-18.	Brad Mecham City Manager Office

H. Call To The Public

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

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

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

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

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

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

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

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

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

L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, February 12th, 2026 @ 10:00 AM

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

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: February 17, 2026
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: February 17, 2026
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:
City Manager sub-text

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: February 17, 2026
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:
Veterans of Foreign Wars (VFW) Post 285 presenting the Firefighter Award

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: February 17, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

Agenda Wording:
2026 Elections Update

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: February 17, 2026
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Citywide

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

Agenda Wording:
Consideration and action to approve the minutes of the February 3, 2026, Regular City Council Meeting; February 5, 2026 Special City Council Meeting, & Executive Session; and February 11th, 2026 Special City Council Meeting.

Motion:
I move to approve the minutes of the February 3, 2026, Regular City Council Meeting; February 5, 2026 Special City Council Meeting, & Executive Session; and February 11th, 2026 Special City Council Meeting.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:
1. 020326 Regular City Council Meeting Minutes DRAFT
2. 020526 Special City Council Meeting Minutes DRAFT
3. 021126 Special City Council Meeting Minutes DRAFT

CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, February 3, 2026 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order
Mayor Sartor called the Regular Council Meeting of February, 3rd 2026 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation
Reverend Andrew Moore led in the Invocation.

B. Roll Call
In attendance with Mayor Sartor were Vice Mayor Earle Greenberg, Council members Chris Judd, Jack Hastings, Patrick Duffy, Johnny Melton and Nick Haney.

C. Pledge of Allegiance
Dysart High School Skills USA Broadcasting team led in the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

2. Mayoral Proclamation | Skills USA Week
Mayor Sartor proclaimed that it was Skills USA Week.

E. City Manager Report

3. Veterans of Foreign Wars (VFW) Post 285 presenting the Firefighter Award
City Manager, Andrea Davis, rescheduled this item for the February 17th meeting.

F. City Clerk Report

4. Reports

G. Regular City Council Meeting Agenda

5. CONSENT AGENDA:
Motion: To Approve
Initiated By: Patrick Duffy
Seconded By: Nick Haney

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

Vote Result: Passed

1. Consideration and action to approve the January 20th, 2026 Regular City Council Work Session, Regular City Council Meeting and Executive Session Minutes.

2. Consideration and action to approve the revised version of the City Council Meeting Dates for 2026.

3. Consideration and action declaring to enlarge an existing street light improvement district ("SLID") known as CITY OF SURPRISE, ARIZONA, SU-AUTOSHOWWEST3212 (the "District"), pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2026-20.

6. REGULAR AGENDA ITEM - PUBLIC HEARING:

7. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

4. Arizona Corporation Commission Update

Intergovernmental Director, Jodi Tas, came to introduce Arizona Coporation Commission, Kevin Thompson. Kevin talked about the ACC Mission, AZ's National ranking in Electic Grid Reliability, Electricity Prices, The Causes for Rate increases in AZ, AZ's Generation Diversity & Mix, Actions Taken by the Commission to Contain Costs & Improve Reliability, Data Centers & Other Large Load Customers, and Renewable Energy.

Councilmember Hastings, thanked Kevin for coming out here and asked if Data is considered a utility now? Kevin said it is not.

Councilmember Melton, thanked Keving for appearing. He talked about the importance of infrastructure. Kevin talked about the history of the commission and rates.

5. Presentation and discussion pertaining to the FY2027 Budget Kickoff

Finance Director, Sandy Simmons, came to present this item. She talked about What the City Budget Is, Participants in the Budget Process, Developing the Budget, Prioritizing the Budget, State Requirements, State Forms, Public Notices, Balancing the Budget, Ongoing and One Time uses, Strategic Budgeting, Current Budget Breakdown, Citywide Budget, Citywide Expenses by Fund Type, Citywide Expenses by Function, FY26 General Fund Revenues, Economic Outlook, Budget Calendar, Upcoming Council Budget Calendar.

Councilmember Haney, thanked staff for the presentation. He talked about the cost for certain things like roads. He talked about the services that the City provides. He said he was looking forward to future budget discussions.

6. Presentation and discussion pertaining to proposed updates to the Comprehensive Citywide Fee Schedule.

Sandy Simons presented this item as well. She talked about User Fees, Updates by Department, and Timelines.

Councilmember Hastings, asked about fees that were eliminated and the existing fees and the reason for them.

7. Presentation and discussion pertaining to Parks and Recreation Programs

Mayor Sartor talked about reviewing all the programs for the City.

Sandy and Holly Osborn came and presented this item. Sandy talked about the FY26 General Fund Expense Budget, and FY26 Charges for Service Budget. Holly talked about using the most of their revenue and cost. She talked about the Parks, Parks & Facilities, and Special Events.

Councilmember Hastings, asked how recovery is measured. He talked about how certain things are a service.

Holly went on to talk about Youth & Adult Sports Divisions, Racquet Sports, Youth Teen & Adaptive Programming, and Aquatics.

Mayor Sartor thanked staff for all their services that they provide to the City.

Councilmember Haney, asked how attendance was for the special programs. Holly said they are constant. Councilmember Haney, asked what kind there were? Holly said there were all sorts.

Vice-Mayor Greenberg, thanked Holly for using AI to get good data.

Counicmember Judd, talked about the events and number of visitors that come to the City. He asked what was planned for McMicken? Holly said that a lot of depends on budgeting. Councilmember Judd talked about his hopes for the park.

H. Call To The Public

Brent Peak, Came to talk about the DHS property acquisition.
Alex Christ, came to talk about the DHS property acquisition.
Stephen Koubek, came to talk about the DHS property acquisition.
Lisa Everett, came to talk about the DHS property acquisition.
Kristopher Grams, came to talk about the DHS property acquisition.
Alexandria Moen, came to talk about the DHS property acquisition.
Alexa Coutler, came to talk about the DHS property acquisition.
Samantha Cooley, came to talk about the DHS property acquisition.
Jon Mannella, came to talk about the DHS property acquisition.
Jacqueline Costales came to talk about the DHS property acquisition.
Jennifer Woods, came to talk about the DHS property acquisition.
Kendall Strobel, came to talk about the DHS property acquisition.
Donna Bonski, came to talk about the DHS property acquisition.
Yolanda Landerosi, came to talk about the DHS property acquisition.
Matthew Reister, came to talk about the DHS property acquisition.
Eugene Hunt, came to talk about the DHS property acquisition.
William Coniam, came to talk about the DHS property acquisition.
Lisa Brinkman, came to talk about the DHS property acquisition.
Natalie Bautista, came to talk about the DHS property acquisition.
Linda Landry, came to talk about the DHS property acquisition.
Casey Jones, came to talk about the DHS property acquisition.
Claudia Nolasco, came to talk about the DHS property acquisition.
Alyssa Estavillo, came to talk about the DHS property acquisition.

Mayor Sartor called for a recess at 8:12 PM.
Meeting reconvened at 8:23 PM.

Greg Gehrman, came to talk about the DHS property acquisition.
Christie Neilson, came to talk about the DHS property acquisition.
Ian Henderson, came to talk about the DHS property acquisition.
Janet Jimenez, came to talk about the DHS property acquisition.
Moreen Miller, came to talk about the DHS property acquisition.
Cynthia Fox, came to talk about the DHS property acquisition.
David Klingensmith, came to talk about the DHS property acquisition.
Tina Mollica, came to talk about the DHS property acquisition.
Rosalynn Melling-Durocher, came to talk about the DHS property acquisition.
Zach Miller, came to talk about the DHS property acquisition.
Stephen Kramer, came to talk about the DHS property acquisition.
Alan Cline, came to talk about the DHS property acquisition.
Carol Gontko, came to talk about the DHS property acquisition.
Claudio Cerillo, came to talk about the DHS property acquisition.
Nancy Martin, came to talk about the DHS property acquisition.
Stephanie Medrano, came to talk about the DHS property acquisition.

Timothy Woolard, came to talk about the DHS property acquisition.
Alexys Young, came to talk about the DHS property acquisition.
Jonathan Cook, came to talk about the DHS property acquisition.
Walter Thorndike, came to talk about the DHS property acquisition.
Rich Manalis, came to talk about the DHS property acquisition.
Adriana Garcia, came to talk about the DHS property acquisition.
Andrea Luna Cervantes, came to talk about the DHS property acquisition.
William Murphree, came to talk about the DHS property acquisition.
Rebecca Murray, came to talk about the DHS property acquisition.
Cami hall, came to talk about the DHS property acquisition.
Mary Hendrix, came to talk about the DHS property acquisition.
Shelly Smith, came to talk about the DHS property acquisition.
Sebastian Del Portillo, came to talk about the DHS property acquisition.
Evelynne Castillo, came to talk about the DHS property acquisition.
Tony Rosenberger, came to talk about the DHS property acquisition.
Dana Strickland, came to talk about the DHS property acquisition.
Paula Kanclerowicz, came to talk about the DHS property acquisition.
Gary Allison, came to talk about the DHS property acquisition.
Jaqueline Jimenez, came to talk about the DHS property acquisition.
Brittnay Burback, came to talk about the DHS property acquisition.
Janessa Hollie, came to talk about the DHS property acquisition.
Alexia Isais, came to talk about the DHS property acquisition.
Dania Duran, came to talk about the DHS property acquisition.
Thomas Skipper, came to talk about the DHS property acquisition.
Mark Camarena, came to talk about the DHS property acquisition.
Juan Vega Mejia, came to talk about the DHS property acquisition.
Kayla Walshum, came to talk about the DHS property acquisition.
Taylor Ann Warren, came to talk about the DHS property acquisition.
Blanche Branton, came to talk about the DHS property acquisition.
Kathryn Saberhagen, came to talk about the DHS property acquisition.
Donna Horne, came to talk about the DHS property acquisition.
Estepthanie Rios, came to talk about the DHS property acquisition.
Aaron Hernandez Flores, came to talk about the DHS property acquisition.
Sharon Rodriguez, came to talk about the DHS property acquisition.
Marc Graham, came to talk about the DHS property acquisition.
Jeffrey Hollar, came to talk about Flock Cameras
Sofia Rios, came to talk about the DHS property acquisition.
Cameron Klein, came to talk about the DHS property acquisition.
Josias F, came to talk about the DHS property acquisition.
Gene Roles, came to talk about the DHS property acquisition.
Marielena Aguirre, came to talk about the DHS property acquisition.
Cali Overs, came to talk about the DHS property acquisition.
Eva Osuna, came to talk about the DHS property acquisition.
Isaac Barrio, came to talk about Flock Cameras
Scotty Nixon, came to talk about the DHS property acquisition.

I. Other Business and Future Agenda Items

J. City Council Reports

K. Executive Session

8. Executive Session Items

9. Executive Disclaimer - Part 1

10. Executive Disclaimer - Part 2

11. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn
Initiated By: Nick Haney
Seconded By: Johnny Melton

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

Vote Result: Passed

Meeting adjourned at 11:16 PM

Kevin D. Sartor, Mayor

ATTEST:

_____
Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, February 3, 2026.**

_____
Kristi Passarelli, City Clerk

CITY OF SURPRISE
Special City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Thursday, February 5, 2026 @ 4:30 PM
COUNCIL CHAMBERS

A. Call To Order
Mayor Sartor called the Special City Council Meeting of Febryary 5th 2026 to order at 4:30 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call
In attendance with Mayor Sartor were Vice Mayor Earle Greenberg, Council members Chris Judd, Jack Hastings (Telephonic), Earle Greenberg, Patrick Duffy, Johnny Melton and Nick Haney.

C. Pledge of Allegiance
Mayor Sartor led in the Pledge of Allegiance.

D. Special City Council Meeting Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

3. REGULAR AGENDA ITEM - PUBLIC HEARING:

E. Call To The Public

F. Executive Session

1. Consideration and action to recess into executive session pursuant to A.R.S. Sec. 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice regarding the United States Department of Homeland Security's purchase of a warehouse located near Sweetwater Avenue and Cactus Road.

Motion: To Enter Executive Session
Initiated By: Chris Judd
Seconded By: Earle Greenberg

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

Vote Result: Passed
Meeting Adjourned into Executive Session at 4:32 PM

Meeting Reconvened at 5:37 PM

2. Executive Disclaimer - Part 1

3. Executive Disclaimer - Part 2

4. Executive Disclaimer - Part 3

G. Adjournment

Motion: To Adjourn
Initiated By: Nick Haney
Seconded By: Earle Greenberg

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

Vote Result: Passed
Meeting Adjourned at 5:38PM

_____
Kevin D. Sartor, Mayor

ATTEST:

_____
Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Thursday, February 5, 2026.**

_____
Kristi Passarelli, City Clerk

CITY OF SURPRISE
Special City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Wednesday, February 11, 2026 @ 4:30 PM
COUNCIL CHAMBERS

A. Call To Order
Mayor Sartor called the Special City Council Meeting of February 11th, 2026 to order at 4:30 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call
In attendance with Mayor Sartor were Vice Mayor Earle Greenberg, Council members Chris Judd, Jack Hastings, Patrick Duffy, and Johnny Melton. Council member Nick Haney was absent.

C. Pledge of Allegiance
Mayor Sartor led in the Pledge of Allegiance

D. Special City Council Meeting Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Consideration and action for approval of a Letter seeking information to the United States Department of Homeland Security Secretary Kristi Noem.

Mayor Sartor talked about the reasons why this meeting was called.

Councilmember Melton, talked about the input from his residents. He thanked council for doing this.

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

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

Vote Result: Passed

3. REGULAR AGENDA ITEM - PUBLIC HEARING:

E. Executive Session

1. Executive Disclaimer - Part 1

2. Executive Disclaimer - Part 2

3. Executive Disclaimer - Part 3

F. Adjournment

Meeting Adjourned at 4:33 PM

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

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

Vote Result: Passed

_____
Kevin D. Sartor, Mayor

ATTEST:

_____
Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Wednesday, February 11, 2026.**

_____
Kristi Passarelli, City Clerk

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: February 17, 2026
Submitting Department: City Auditor
Staff Recommendations:

Contact Person: Carol Holley
District: Citywide

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

Agenda Wording:
Consideration and action to correct the Audit Committee term expiration dates for Tatiana Young and Gloria Bianco-Dailey to comply with the Audit Committee Bylaws. Tatiana Young's term expires on June 30, 2026, and Gloria Bianco-Dailey's term expires on June 30, 2028.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:
FTE Impact:

ATTACHMENTS:

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: February 17, 2026
Contact Person: Adam Lane
Submitting Department: Human Svcs and Comm Vitality
District: Citywide
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to authorizing the City of Goodyear's participation in the Maricopa HOME Consortium and approving an amendment to the intergovernmental agreement with Maricopa County to add the City of Goodyear as a member; Resolution 2026-22

Motion:
I move to approve Resolution 2026-22.

Background:
The Cities and Towns of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise and Tempe, and Maricopa County have entered into an Intergovernmental Agreement (IGA) to form the Maricopa HOME Consortium (HOME Consortium IGA) to receive, distribute and administer HOME Investment Partnerships Funds (HOME).

The City of Goodyear desires to join the HOME Consortium and participate in the HOME Program through the Consortium. They have negotiated an amendment to the HOME Consortium Agreement in order to allow participation.

Objective Analysis:
This action will allow the City of Surprise to continue participation in the HOME Consortium and approve the City of Goodyear's participation in the Consortium.

Policy Compliant:
This action is compliant with City and Council policies.

Financial Impact:
There is no anticipated financial impact related to this item.

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

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2026-22
2. Amendment to the Home Consortium IGA

RESOLUTION # 2026-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA AUTHORIZING THE CITY OF GOODYEAR'S PARTICIPATION IN THE MARICOPA HOME CONSORTIUM AND APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO ADD THE CITY OF GOODYEAR AS A MEMBER.

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

WHEREAS, the HOME Investment Partnerships Program ("HOME Program"), authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. § 12701, *et seq.*), provides federal funds to expand the supply of decent, safe, affordable housing for low-income households;

WHEREAS, the United States Department of Housing and Urban Development ("HUD") permits units of general local government to form consortia for the purpose of qualifying as a Participating Jurisdiction under the HOME Program, pursuant to 24 C.F.R Part 92;

WHEREAS, Maricopa County and the Cities and Towns of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise, and Tempe have previously entered into an Intergovernmental Agreement to form the Maricopa HOME Consortium (the "HOME Consortium IGA") to receive, distribute and administer HOME Investment Partnerships Funds;

WHEREAS, the Maricopa HOME Consortium has been recognized by HUD as a HOME Consortium and has entered into the three-year HOME Consortium IGA approved by HUD;

WHEREAS, the City of Goodyear desires to join the Maricopa HOME Consortium and participate in the HOME Program through the Consortium, and has negotiated an amendment to the HOME Consortium IGA to add the City of Goodyear as a member;

WHEREAS, all other terms and conditions of the HOME Consortium IGA and previously approved amendments shall remain the same and in full force and effect as approved.

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

Section 1. The City of Goodyear's participation in the Maricopa HOME Consortium and the amendment to the HOME Consortium IGA adding the City of Goodyear as a member, attached as *Exhibit A* and incorporated by reference, is hereby approved.

Section 2. The Mayor is authorized to execute the amendment to the HOME Consortium IGA and any related documents necessary to effectuate participation in the Maricopa HOME Consortium, subject to HUD approval.

APPROVED AND ADOPTED this _____day of_____, 2026.

_____
Kevin D. Sartor, Mayor

Attest:

_____
Kristi Passarelli, City Clerk

Approved as to form:

_____
Jeffrey Murray, City Attorney

RESOLUTION # 2026-22
Exhibit A

AMENDMENT TO THE MARICOPA HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SURPRISE AND MARICOPA COUNTY

AMENDMENT TO
MARICOPA HOME CONSORTIUM
INTERGOVERMENTAL AGREEMENT

This Amendment to the HOME Consortium Intergovernmental Agreement ("IGA") (C-22-20-033-3-00) is entered into by and among the existing members of the MARICOPA HOME CONSORTIUM and the CITY OF GOODYEAR, effective February 25, 2026.

WHEREAS, the MARICOPA HOME CONSORTIUM was established pursuant to 24 CFR Part 92 and HUD Notice CPD-13-002, and has been recognized by the U.S. Department of Housing and Urban Development ("HUD") as a Participating Jurisdiction under the HOME Investment Partnerships Program; and,

WHEREAS, one local government entity must be designated to act as a representative for all member local governments for the purpose of the HOME Program; and,

WHEREAS, Maricopa County ("County") is designated as the Lead Agency of the Maricopa HOME consortium; and,

WHEREAS, the CITY OF GOODYEAR desires to join the Consortium and has adopted a resolution of its governing body authorizing participation in the Consortium; and,

WHEREAS, the Consortium members agree to accept CITY OF GOODYEAR as a member, subject to HUD approval, and to amend the IGA accordingly; and,

NOW, THEREFORE, as pursuant to Paragraph 1., subparagraph (b) of the Intergovernmental Agreement, as executed by the parties, the parties agree to amend the IGA as follows:

1. Addition of New Member:

   The CITY OF GOODYEAR is hereby added as a member of the Consortium, with all rights, responsibilities, and obligations set forth in the Agreement and applicable HUD regulations.

2. Term:

   The term of this Amendment shall be coterminous with the existing Consortium Agreement, expiring JUNE 30, 2026 unless renewed in accordance with HUD requirements.

3. Lead Entity Responsibilities:

   MARICOPA COUNTY shall continue to serve as the lead entity and assume responsibility for compliance with HOME program requirements on behalf of all Consortium members, including the newly added member.

4. Counterparts, Separate Signature pages:

   This Agreement may be executed in any number of counterparts or using separate signature pages. Each such executed counterpart and each counterpart to which such signature pages are attached shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The parties certify that this Amendment, together with the resolutions of the governing bodies of the Consortium members, satisfies the requirements of 24 CFR Part 92 and HUD Notice CPD-13-002.

[Signatures contained on the following pages]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

MARICOPA COUNTY (LEAD ENTITY)

_____

Chair, Board of Supervisors

Attested to:

_____

Juanita Garza, Clerk of the Board

_____

Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11.251 & 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

_____

Deputy County Attorney for Maricopa County Date

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF GLENDALE

_____

City Mayor

Attested to:

_____

City Clerk

_____

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

_____

Attorney for City of Glendale Date

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF TEMPE

_____

City Mayor

Attested to:

_____

City Clerk

_____

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

_____

Attorney for City of Tempe Date

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF CHANDLER

_____

City Mayor

Attested to:

_____

City Clerk

_____

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

_____

Attorney for City of Chandler Date

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF SCOTTSDALE

_____

City Mayor

Attested to:

_____

City Clerk

_____

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

_____

Attorney for City of Scottsdale Date

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

TOWN OF GILBERT

_____

Town Mayor

Attested to:

_____

Town Clerk

_____

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

_____

Attorney for Town of Gilbert Date

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF PEORIA

_____

City Mayor

Attested to:

_____

City Clerk

_____

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

_____

Attorney for City of Peoria Date

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF SURPRISE

_____

City Mayor

Attested to:

_____

City Clerk

_____

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

_____

Attorney for City of Surprise Date

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF AVONDALE

_____

Mike Pineda, City Mayor

Attested to:

_____

City Clerk

_____

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

_____

Attorney for of Avondale Date

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Approved By:

CITY OF GOODYEAR

_____

City Mayor

Attested to:

_____

City Clerk

_____

Date

IN ACCORDANCE WITH A.R.S. §§ 9-231, 9-240 & 9-441.02, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY AND HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to Form:

_____

Attorney for City of Goodyear Date

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: February 17, 2026

Contact Person: Eric Boyles, Director - Transportation

Submitting Department: Transportation

District: District 3

Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement with Maricopa County Department of Transportation (MCDOT); Resolution #2026-24

Motion:

I move to approve the Intergovernmental Agreement with Maricopa County Department of Transportation (MCDOT); Resolution #2026-24.

Background:

The intersection of Peoria Ave and Cotton Lane has been controlled with a 4-way stop for a number of years. With the growth in the surrounding area, the intersection has seen a large increase in traffic volumes, causing substantial delays during peak travel times. The intersection is currently under the jurisdiction of the City of Surprise, MCDOT, and the City of Glendale. MCDOT currently has a project tentatively funded in the last year of their 5-year CIP that will build out the southwest corner of the intersection. The city started the design of the temporary traffic signal roughly 6–8 months ago, and that design has been completed, and the project is ready to move into construction. This required the city to execute an IGA with MCDOT for the construction, operation, and maintenance of the temporary traffic signal.

Objective Analysis:

The city has identified the need to advance a temporary traffic signal ahead of the MCDOT project due to the severe delays the intersection experiences during peak travel times. Peoria Ave serves as a primary corridor for new commercial development in the area, as well as Shadow Ridge High School. The construction of the temporary traffic signal will allow the intersection to operate much more efficiently, as well as provide more capacity to meet the increased traffic volumes in the area. Additionally, the improvements will allow the intersection to improve traffic safety, and reduce the impacts on the SR303 mainline.

Policy Compliant:

This item is compliant with all City Council policies, and City of Surprise policies.

Financial Impact:
There is no financial impact. This project is currently funded in the FY26 Annual Budget. Project P65400 — Traffic Signals.

Budget Impact:
There is no budget impact. This project is currently funded in the FY26 Annual Budget. Project P65400 — Traffic Signals.

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

ATTACHMENTS:
1. Resolution_2026-24
2. 01.27.2026 Peoria Avenue Cotton Lane TS Pole in MCDOT ROW_WPLANS_reduced

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RESOLUTION # 2026-24

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE INSTALLATION, MAINTENANCE, AND ASSUMPTION OF RESPONSIBILITIES FOR AN INTERIM TRAFFIC SIGNAL POLE.

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

WHEREAS, the Parties desire to enter into an IGA in order to identify and define the responsibilities of the City and Maricopa County for the installation, maintenance, and the assumption of responsibilities for an interim traffic signal pole;

WHEREAS, Maricopa County intends to signalize and otherwise improve the intersection of Peoria Avenue and Cotton Lane, among other improvements to Peoria Avenue, from Citrus Road to State Route 303, and is funded for construction in Fiscal Year 2029;

WHEREAS, the intersection of Cotton Lane and Peoria Avenue in Surprise is well-traveled and currently subject to traffic delays and at times, significant queuing. In an effort to address the current traffic queuing along both Peoria Avenue and Cotton Lane, the City intends to construct an interim traffic signal at the Peoria Avenue and Cotton Lane intersection that will be designed to City standards and maintained by the City until such time as the County funds and completes its proposed improvements to this intersection;

WHEREAS, the FY2026 budget was adopted with funding for P65400, Traffic Signal Project; and

WHEREAS, The FY2026 budget, including the FY2026 Contract Awarding Authority List, was adopted by Council Resolution #2025-71 on June 3, 2025;

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

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

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

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this _____day of _____, 2026.

Kevin Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND MARICOPA COUNTY

INTERGOVERNMENTAL AGREEMENT

BETWEEN MARICOPA COUNTY AND THE CITY OF SURPISE

FOR THE INSTALLATION OF A TRAFFIC SIGNAL POLE

IN COUNTY RIGHT OF WAY

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

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to Arizona Revised Statutes (**A.R.S.**) § 11-251 and §§ 28-6701 *et. seq.*, to lay out, maintain, control, and manage public roads within the County.

2. The City is authorized, pursuant to A.R.S. § 9-240 and §§ 9-276 *et. seq.*, to lay out and establish, regulate, and improve streets within the City and to enter into this Agreement.

3. Public agencies are authorized, pursuant to A.R.S. §§ 11-951 *et. seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

4. The intersection of Peoria Avenue and Cotton Lane is currently an unsignalized four-way-stop sign intersection that experiences longer than average traffic queuing during peak hours.

5. The County intends to signalize and otherwise improve the intersection of Peoria Avenue and Cotton Lane, among other improvements to Peoria Avenue, from Citrus Road to State Route 303, and has identified this Transportation Improvement Project (**TIP**) as TT0576. TT0576 is currently in design and is funded for construction in Fiscal Year 2029. The project is being designed to City standards with the intent of being annexed by the City.

6. In an effort to immediately address the current traffic queuing along both Peoria Avenue and Cotton Lane, the City intends to construct an interim traffic signal at the Peoria Avenue and Cotton Lane intersection that will be designed to City standards and maintained by the City. This interim traffic signal is intended to improve operations until at such time the County and/or surrounding developments complete TT0576 and/or otherwise complete the full buildout of the intersection.

7. The City has requested permission to restripe Peoria Avenue, east of Cotton Lane, and to erect a traffic signal pole in the southeast corner of Peoria Avenue and Cotton Lane intersection (**Project**). Both of these improvements are located within County right of way, as depicted in Exhibit A, which is attached to this Agreement and incorporated by reference.

PURPOSE OF THE AGREEMENT

8. The purpose of this Agreement is to identify and define the responsibilities of the Parties for the Project, including but not limited to cost-sharing, design, permitting, environmental clearance, utility relocation, construction, and construction management.

TERMS OF THE AGREEMENT

9. **County responsibilities:**

9.1 Have no financial contribution towards the Project.

9.2 Issue no-cost permits for design, construction, and traffic control, as necessary, to the City for all Project-related work performed within the jurisdiction of the County.

9.3 Review and provide comments to the City within twenty (20) working days of receipt of the design plans.

9.4 Not be liable for design deficiencies included in the traffic signal, signing, and striping improvement scope, traffic control, construction, or inspection approvals upon execution of this Agreement.

9.5 Not be liable for any existing roadside design deficiencies that are not in the scope of the signal improvement Project.

9.6 Participate in the final inspection of the Project with the City.

10. **City responsibilities:**

10.1 Act as the lead agency for all aspects of the interim traffic signal installation Project.

10.2 Be responsible for one hundred percent (100%) of the Project Cost related to the interim traffic signal.

10.3 Apply to the County for no-cost permits for design, construction, and traffic control, as necessary, for all Project-related work performed within the jurisdiction of the County.

10.4 Design and construct the Project to City standards.

10.5 Provide the County with copies of design plans for review and comment.

10.6 Be solely responsible for the costs of time by City staff that are dedicated to the Project, including plan reviews and inspections.

10.7 Participate with the County in the final inspection of the Project.

10.8 Operate, maintain and accept all liability for all Project elements, including signal poles, cabinets, striping, curbs etc., upon execution of this Agreement.

10.9 Indemnify and defend the County for all claims related to any existing roadside design deficiencies for traffic claims at the intersection of Peoria Avenue and Cotton Lane.

GENERAL TERMS AND CONDITIONS

11. To the extent permitted by law, each Party will indemnify, defend, and hold the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever that is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages that are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.

12. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect for 10 years, or until all responsibilities of the Parties in this Agreement have been completed, whichever is first to occur. In any event this Agreement shall terminate upon the County's final design, construction, and completion of TT0576, and any amendments or supplements thereto.

13. The City's maintenance obligations hereunder shall remain in full force and effect for the duration of this Agreement. The Parties may choose to further identify, define, and obligate each other for ongoing maintenance obligations for the Project through one or more future Intergovernmental Agreements.

14. This Agreement may be amended only upon written agreement by all Parties.

15. This Agreement is subject to the provisions of A.R.S. § 38-511.

16. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:

    16.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.

    16.2 Any breach of the warranty shall be deemed a material breach of this agreement of which breaching party may be liable for penalties including termination of the agreement.

    16.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours to facilitate such an inspection.

16.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

17. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of $1,000,000, certify it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued according to 50 U.S.C. § 4842.

18. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:

18.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

18.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

18.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

19. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.

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

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 W. Durango Street
Phoenix, Arizona 85009
TaiAnna.Yee@maricopa.gov

City of Surprise
Attn: City Manager

16000 North Civic Center Plaza
Surprise, Arizona 85374
Andrea.davis@surpriseaz.gov

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered by e-mail, in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by the United States Express Mail or overnight delivery service that guarantees next-day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery. Notice given by e-mail shall be deemed delivered one business day after the e-mail was sent.

21. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.

22. This Agreement shall be construed as a whole and under its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. If a court of competent jurisdiction finds that any provision is invalid, all remaining provisions shall remain in full effect.

23. No waiver of any term of this Agreement shall be deemed to be a continuing waiver of such term.

24. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties outlined in this Agreement, or any certificate or instrument executed or delivered according to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

25. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electric signatures are acceptable as original signatures.

26. The Parties will execute and deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party according to this Agreement.

27. The venue for any claim arising out of or in any way related to this Agreement shall be Phoenix, Arizona.

28. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Pages Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SURPRISE

Recommended by:

Andrea Davis Date
City Manager

Approved and Accepted by:

Kevin Sartor Date
Mayor

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

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

City Attorney Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

Jesse Gutierrez, P.E. Date
Transportation Director

Approved and Accepted by:

Chair Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

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

Deputy County Attorney Date

EXHIBIT A

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	1	31	

Kimley»Horn — 1661 E. CAMELBACK RD SUITE 400 PHOENIX, AZ 85016 — PHONE: 602-944-5500 FAX: 602-944-7423 www.kimley-horn.com

CITY OF SURPRISE

(PUBLIC WORKS)

P65400

COTTON LANE & PEORIA AVENUE INTERSECTION IMPROVEMENTS

SURPRISE
ARIZONA

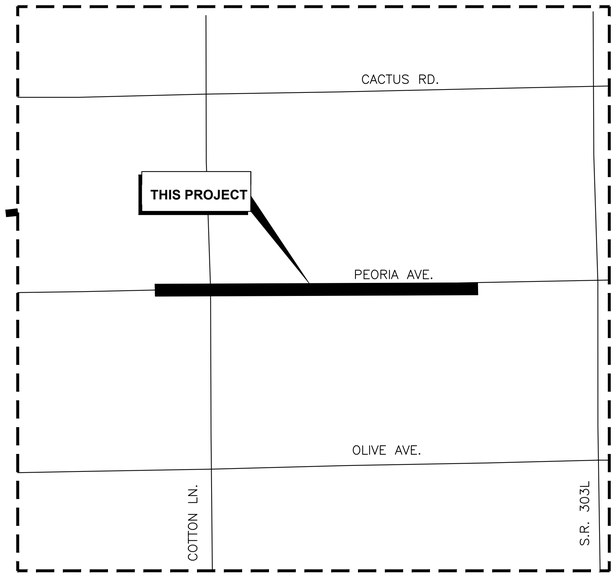
OWNER

CITY OF SURPRISE
VICTOR OSBORN
16000 N CIVIC CENTER PLAZA
SURPRISE, AZ 85374
PH: 623-222-1820
FAX: 623-222-6006

ENGINEER

KIMLEY-HORN
RYAN MARKS, P.E.
1661 E. CAMELBACK ROAD SUITE 400
PHOENIX, AZ 85016
PH: 602-216-1228

KEY MAP
NTS



PROJECT VICINITY MAP
NTS

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	GEOMETRIC CONTROL SHEET
3-5	GENERAL NOTES, LEGEND, & ABBREVIATIONS
6	TYPICAL SECTIONS
7 - 10	PEORIA AVE PAVING PLAN & PROFILE
11 - 15	SIGNING & MARKING PLAN
16 - 20	TRAFFIC SIGNAL PLAN
21	STRUCTURAL DETAILS
22 - 31	EROSION CONTROL PLAN SHEETS

HORIZONTAL DATUM (BASIS OF BEARING)
ARIZONA STATE PLANE SYSTEM, CENTRAL ZONE, NAD83(2011).
ADJUSTED HOLDING SECTION CORNER 102.
SCALED AT POINT 102 FROM GRID TO GROUND USING SCALE FACTOR 1.0001253147.

UNITS IN INTERNATIONAL FEET.

VERTICAL DATUM
CITY OF SURPRISE BENCHMARK, 'PE011'
LOCATED ON TOP OF AN IRRIGATION VAULT AT THE SOUTHWEST CORNER OF PEORIA AVE AND LOOP 303.
RECORDED ELEVATION: 1191.21 FEET NAVD88 DATUM.

THESE PLANS ARE FOR OFFICIAL USE ONLY AND MAY NOT BE SHARED WITH OTHERS EXCEPT AS REQUIRED TO FULFILL THE OBLIGATIONS OF YOUR CONTRACT WITH THE CITY OF SURPRISE

IN ACCORDANCE WITH AAC R18-119, ALL MATERIALS INSTALLED AFTER JANUARY 1, 1993, WHICH MAY COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NATIONAL SANITATION FOUNDATION STANDARDS 60 & 61.

APPROVALS

CITY OF SURPRISE SIGNATURE BLOCK

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

APPROVED_____
CITY OF SURPRISE ENGINEER DATE

AS-BUILT CERTIFICATION

I CERTIFY THAT THE "AS-BUILT" INFORMATION SHOWN HEREON WAS OBTAINED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND COMPLETE TO THE BEST MY KNOWLEDGE AND BELIEF.

APPROVED_____
ENGINEER OF RECORD DATE

_____
REGISTRATION NO.

CITY OF SURPRISE MAYOR & COUNCIL

KEVIN SARTOR	MAYOR
JACK HASTINGS	VICE MAYOR
NICK HANEY	CITY COUNCIL (DISTRICT 1)
EARLE GREENBERG	CITY COUNCIL (DISTRICT 2)
PATRICK DUFFY	CITY COUNCIL (DISTRICT 3)
JOHNNY MELTON	CITY COUNCIL (DISTRICT 4)
JACK HASTINGS	CITY COUNCIL (DISTRICT 5)
CHRIS JUDD	CITY COUNCIL (DISTRICT 6)

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

Registered Professional Engineer (Civil) CERTIFICATE NO. 73864 RYAN MARKS Date Signed 01/13/26 ARIZONA, USA

COVER SHEET

SURPRISE ARIZONA

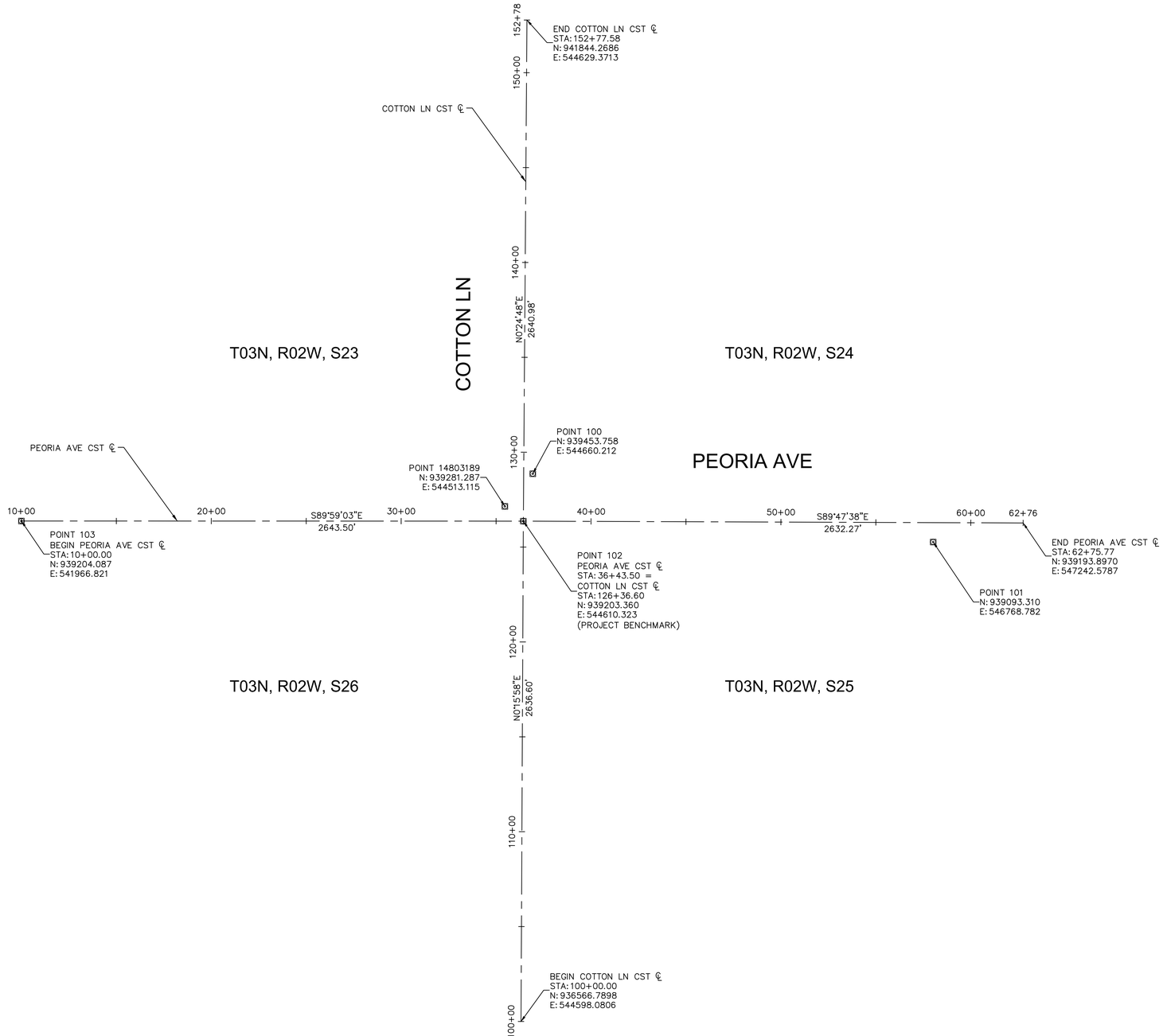
COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS

DR: BPB	DES: RSM	CK: RSM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			1	31

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CK'D BY	DATE

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CADD\12-SHEETS\ROADWAY\091863052_CV01.DWG | LOGG. LOGAN | 1/13/2026



F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	2	31	

Kimley»Horn
1661 E. CAMELBACK RD
SUITE 400
PHOENIX, AZ 85016
PHONE: 602-944-5500
FAX: 602-944-7423
www.kimley-horn.com

SURVEY CONTROL POINTS TABLE*

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	939453.758	544660.212	1205.17	SET CP_PRI CP_CHK

*NORTHINGS, EASTINGS, AND ELEVATIONS SHOWN IN SURVEY CONTROL POINTS TABLE ARE BASED ON ACTUAL (MEASURED) FIELD POSITIONS.

FOUND MONUMENTS TABLE*

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
101	939093.310	546768.782	1191.21	COPPER PIN
102	939203.360	544610.323	1205.79	PK NAIL W/ STRADDLERS
103	939204.087	541966.821	1218.85	BCHH
104	939097.286	539238.380	1247.58	COPPER PIN, SW CORNER OF PEORIA/CITRUS
14803189	939281.287	544513.115	1204.60	5/8" IRON ROD -RED CAP AWA RLS 78415

*NORTHINGS, EASTINGS, AND ELEVATIONS SHOWN IN FOUND MONUMENTS TABLE ARE BASED ON ACTUAL (MEASURED) FIELD POSITIONS.

HORIZONTAL DATUM (BASIS OF BEARING)
ARIZONA STATE PLANE SYSTEM, CENTRAL ZONE, NAD83(2011).
ADJUSTED HOLDING SECTION CORNER 102.
SCALED AT POINT 102 FROM GRID TO GROUND USING SCALE FACTOR 1.0001253147.

UNITS IN INTERNATIONAL FEET.

VERTICAL DATUM
CITY OF SURPRISE BENCHMARK, 'PEO11'
LOCATED ON TOP OF AN IRRIGATION VAULT AT THE SOUTHWEST CORNER OF PEORIA AVE AND LOOP 303.
RECORDED ELEVATION: 1191.21 FEET NAVD88 DATUM.

GRAPHIC SCALE IN FEET
0 150 300 600

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

Registered Professional Engineer (Civil)
CERTIFICATE NO.
73864
RYAN
MARKS
Date Signed 01/13/26
ARIZONA, USA

GEOMETRIC CONTROL SHEET

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS

DR: BPB	DES: RSM	CK: RSM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: 1"=300'			2	31

NO.	REVISION BY CITY OF SURPRISE DESCRIPTION	REV BY	CKD BY	DATE

NO.	REVISION BY CITY OF SURPRISE DESCRIPTION	REV BY	CKD BY	DATE

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CADD\12-SHEETS\ROADWAY\091863052_GC01.DWG | LOGG, LOGAN | 1/13/2026

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	3	31	

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1661 E. CAMELBACK RD
SUITE 400
PHOENIX, AZ 85016
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GENERAL ENGINEERING NOTES

1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND THEY WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE SHALL BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AND OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT ARIZONA UNDERGROUND FACILITIES LAWS (ARIZONA REVISED STATUTES TITLE 40, CHAPTER 2, ARTICLE 6.3, SECTION 40-360.21-32). CALL ARIZONA 811 FOR FIELD LOCATION BY DIAL 811.
4.
5. THE CITY OF SURPRISE ENGINEERING SERVICES OF PUBLIC WORKS SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK AT 623-222-6150.
6. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIATION FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED AND RESUBMITTED FOR REVIEW AND APPROVAL.
7. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWING, SHALL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE. EXISTING SURFACE FEATURES AND FENCING SHALL BE REPLACED IN KIND.
8. ANY INSPECTION BY THE CITY, COUNTY, OR THE ENGINEER, SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
9. THE CONTRACTOR IS TO LOCATE ALL EXISTING LANDSCAPING, LANDSCAPING IRRIGATION LINES, PROPERTY MONUMENTS, FENCING OR SURFACE FEATURES PRIOR TO CONSTRUCTION. ANYTHING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
10. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
11. ALL CONSTRUCTION WATER USED WITHIN THE CITY OF SURPRISE WATER SERVICE AREA REQUIRES APPROVAL BY THE CITY OF SURPRISE PUBLIC WORKS DEPARTMENT AND MAY BE SUBJECT TO VOLUME AND TIME RESTRICTIONS. PLEASE SEE THE CITY OF SURPRISE CONSTRUCTION WATER GUIDELINES FOR ADDITIONAL INFORMATION. THE GUIDELINES CAN BE OBTAINED FROM THE PUBLIC WORKS DEPARTMENT AT 623-222-7000.
12. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH MAG SPECIFICATION 401, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE "TEMPORARY WORK ZONE TRAFFIC MANAGEMENT POLICY" (LATEST EDITION).
13. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE DEVELOPER/CONTRACTOR WILL BE REQUIRED TO CLEAN AND REPAIR ADJACENT (OFF-PROJECT) ROADWAYS USED OR DAMAGED DURING THE COURSE OF CONSTRUCTION.
14. EMERGENCY VEHICLE ACCESS (E.V.A.) MUST BE PROVIDED BY THE DEVELOPER/CONTRACTOR THROUGHOUT THE PROJECT SITE. E.V.A. ROADS AND SIGNAGE SHALL BE MAINTAINED BY THE DEVELOPER/CONTRACTOR AT ALL TIMES. SIGNAGE SHALL BE POSTED AT THE POINT OF ENTRY TO THE SITE AND AT ALL LOCATIONS WHERE A CHANGE IN DIRECTION OCCURS.
15. THE PLANS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT'S ACCESSIBILITY GUIDELINES, AS PUBLISHED IN THE FEDERAL REGISTER ON SEPTEMBER 15, 2010.

GENERAL GRADING NOTES

1. CONTRACTOR TO FOLLOW RECOMMENDATIONS LISTED IN THE PROJECT SPECIFIC GEOTECHNICAL REPORT. SHOULD ANY CONFLICTS ARISE BETWEEN THE SOILS INVESTIGATION REPORT AND THESE GRADING PLANS, THE CIVIL ENGINEER SHALL BE CONTACTED FOR CLARIFICATION.
2. THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BALANCE DUE TO VARIOUS FIELD CONDITIONS.
3. THE ENGINEER WILL PERFORM FIELD SURVEYS FOR PAD ELEVATION CERTIFICATIONS, UPON NOTIFICATION BY THE GRADING CONTRACTOR, THAT THE PADS ARE COMPLETE AND READY FOR CERTIFICATION. IT IS UNDERSTOOD THAT THE CERTIFICATION PROVIDES ONLY A REPRESENTATIVE ELEVATION OF THE AVERAGE GRADE OF EACH LOT, BUILDINGS, OR UNIT PAD, AND SHALL NOT BE CONSTRUED TO INCLUDE YARD AND STREET SUBGRADE CERTIFICATION OR CERTIFICATION THAT THE ENTIRE PAD IS LEVEL, THAT IT WAS CONSTRUCTED IN THE DESIGNED LOCATION OR WAS GRADED TO THE CROSS-SECTION SET FORTH ON THE PLANS OR AS DESIGNATED IN THE SOILS REPORT.
4. AN APPROVED GRADING AND DRAINAGE PLAN MUST BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THIS PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
5. ALL DRAINAGE FACILITIES SUCH AS SWALES, INTERCEPTOR DITCHES, PIPES, PROTECTIVE BERMS, BARRIER WALLS, CONCRETE CHANNELS, OR OTHER MEASURES DESIGNED TO PROTECT BUILDINGS FROM STORM RUNOFF MUST BE CONSTRUCTED PRIOR TO CONSTRUCTION OF ANY BUILDINGS.
6. A GRADING PERMIT IS REQUIRED. BEFORE A GRADING PERMIT IS ISSUED BY THE CITY OF SURPRISE ENGINEERING SERVICES, THE CONTRACTOR MUST FIRST OBTAIN A DUST CONTROL PERMIT FROM MARICOPA COUNTY ENVIRONMENTAL SERVICES – AIR QUALITY DIVISION.
7. HAUL PERMITS, WHEN REQUIRED, MUST BE OBTAINED PRIOR TO OR CONCURRENTLY WITH THE GRADING AND DRAINAGE PERMIT.
8. A SEPARATE PERMIT IS NECESSARY FOR ANY OFFSITE CONSTRUCTION.
9. CONTRACTOR SHALL PROVIDE LEVEL BOTTOM IN ALL RETENTION BASINS AT ELEVATIONS AS SHOWN ON THE PLANS. SIDE SLOPES IN ALL RETENTION BASINS SHALL NOT EXCEED 4:1 UNLESS NOTED OTHERWISE ON THE PLANS.
10. DRYWELLS, WHEN REQUIRED, MUST BE DRILLED A MINIMUM OF TEN (10) FEET INTO PERMEABLE POROUS STRATA OR PERCOLATION TESTS WILL BE REQUIRED. THE CIVIL INSPECTOR MUST BE PRESENT BEFORE BACKFILL OR WELL PIPES ARE PLACED WITHIN ANY DRYWELLS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REGISTERING THE DRYWELLS SHOWN ON THE PLAN WITH THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ).
12. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR MAINTENANCE OF DRYWELLS SHOWN ON THE PLAN.
13. ACCESS BARRIERS/TRASH RACKS ARE REQUIRED ON THE EXPOSED ENDS OF ALL STORM DRAINS EIGHTEEN (18) INCHES IN DIAMETER AND GREATER. SEE DETAILS 5-06A, 5-06B, AND 5-06C. REFER TO MAG DETAILS 502-1 AND 502-2 FOR PIPES LESS THAN THIRTY (30) INCHES IN DIAMETER.
14. SOIL COMPACTION TEST RESULTS MUST BE SUBMITTED TO THE CITY OF SURPRISE ENGINEERING SERVICES FOR BUILDING PADS THAT HAVE ONE (1) FOOT OR MORE OF FILL MATERIAL INDICATED.
15. A PAD CERTIFICATION LETTER FOR EACH PHASE OR PARCEL MUST BE SUBMITTED TO THE CITY OF SURPRISE ENGINEERING SERVICES BY THE DEVELOPER STATING THAT EACH PAD HAS BEEN BUILT IN ACCORDANCE WITH THE SOILS INVESTIGATIVE REPORT AND CITY OF SURPRISE REQUIREMENTS.
16. APPROVAL OF THESE PLANS SHALL NOT PREVENT THE CITY FROM REQUIRING THE CORRECTION OF ERRORS IN THE PLANS WHERE SUCH ERRORS ARE SUBSEQUENTLY FOUND TO BE IN VIOLATION OF ANY LAW OR ORDINANCE.
17. ALL CONSTRUCTION SITES WITH DISTURBED AREAS OF ONE (1) ACRE OR GREATER SHALL HAVE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ALL ASSOCIATED DOCUMENTS (SEE ENGINEERING AND PERMITTING APPLICATION PACKET).

CAUTION REGARDING STORM DRAIN PIPES: CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE PIPE FROM DAMAGE DURING THE CONSTRUCTION STAGE. THE COVER ON THE DRAINAGE PIPE IS DESIGNED FOR FINAL GRADE; THEREFORE, EXTRA CARE MUST BE EXERCISED DURING THE CONSTRUCTION PHASE TO MAINTAIN COVER OVER PIPES.

NOTE REGARDING CMU AND RETAINING WALLS: THE CITY OF SURPRISE REQUIRES ALL WALLS BE APPROVED BY THE COMMUNITY DEVELOPMENT DEPARTMENT (623-222-3000). BUILDING PERMITS AND INSPECTIONS ARE REQUIRED PER THE INTERNATIONAL BUILDING CODE.

PAVING NOTES

1. THE ACTUAL POINT OF PAVEMENT MATCHING AND/OR TERMINATION, SHALL BE DETERMINED IN THE FIELD BY A CITY OF SURPRISE FIELD INSPECTOR.
2. ALL FRAMES, COVERS, VALVE BOXES, AND MANHOLE COVERS SHALL BE ADJUSTED TO FINISH GRADE AFTER COMPLETION OF PAVING OR RELATED CONSTRUCTION.
3. CONSTRUCTION OF SURFACE IMPROVEMENTS SHALL NOT BEGIN UNTIL CONFLICTING UNDERGROUND UTILITY CONSTRUCTION IS COMPLETED AND SERVICE CONNECTIONS TO ALL PLATTED LOTS HAVE BEEN ADEQUATELY EXTENDED TO THE RIGHT-OF-WAY OR PUBLIC UTILTTY EASEMENT.
4. THE PERMITTEE SHALL ARRANGE FOR THE RELOCATION COSTS OF ALL UTILITIES, INCLUDING ANY STREET LIGHTS, AND SUBMIT A UTILITY RELOCATION SCHEDULE PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT.
5. TREES AND SHRUBBERY IN THE RIGHT-OF-WAY THAT CONFLICT WITH PROPOSED IMPROVEMENTS SHALL NOT BE REMOVED WITHOUT APPROVAL FROM THE CITY. THE PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING AUTHORIZATION FROM CITY OF SURPRISE COMMUNITY DEVELOPMENT AT 623-222-3000 TO REMOVE AND/OR RELOCATE SAID TREES AND SHRUBBERY.
6. DAMAGED AND/OR DISPLACED CONCRETE CURB, GUTTER, SIDEWALK, OR DRIVEWAY SLAB THAT IS WITHIN THE RIGHT-OF-WAY SHALL BE REPAIRED OR REPLACED BEFORE FINAL ACCEPTANCE OF THE WORK.
7. GRADING BETWEEN BACK OF CURB AND PROPERTY LINE SHALL BE LIMITED TO 4:1 SLOPE. PROTECT SLOPES FROM EROSION AND/OR TRANSPORTING SILT ONTO STREETS OR ADJACENT PRIVATE PROPERTY.
8. ALL FIRE HYDRANTS SHALL HAVE A TWO-WAY BLUE REFLECTOR INSTALLED PER MAG STANDARD DETAIL 122.
9. STREET SIGNS SHALL BE FURNISHED AND INSTALLED BY THE DEVELOPER AT THE LOCATIONS SHOWN ON THE SIGNAGE, STRIPING, OR PAVING PLAN. ALL STREET SIGNS SHALL BE INSTALLED PER CITY OF SURPRISE STREET SIGN AND STREET SIGN BASE DETAIL 4-22.
10. ASPHALT MIX DESIGN SHALL BE SUBMITTED TO THE CITY OF SURPRISE ENGINEERING DEVELOPMENT SERVICES DIVISION PRIOR TO THE PLACEMENT OF ANY ASPHALT.

GENERAL POTABLE WATER NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED PERMITS AND INSPECTIONS FROM APPROPRIATE GOVERNMENTAL AGENCIES FOR ALL WORK IN THE PUBLIC RIGHT-OF-WAY.
2. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER AND/OR ALL WORK AND MATERIALS NOT IN CONFORMANCE WITH SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL UNCOVER ALL EXISTING LINES AT PROPOSED POINTS OF CONNECTION AND VERIFY THEIR LOCATION PRIOR TO TRENCHING. THE CONTRACTOR SHALL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRICAL CONDUIT AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND SHALL OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO THE SAME. CALL BLUE STAKE AT 602-263-1100 AND NOTIFY ALL INTERESTED UTILITIES.
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD BEFORE THE WATER FITTINGS ARE COVERED. FITTINGS SHALL NOT BE COVERED UNTIL SURVEYS HAVE BEEN COMPLETED. THE ENGINEER SHALL MAKE FIELD AS-BUILT MEASUREMENTS OF THE WATER WORK UPON NOTIFICATION BY THE WATER CONTRACTOR THAT THE PIPE WORK IS COMPLETE AND READY FOR AS-BUILT SURVEY.
5. AS-BUILT PLANS CERTIFIED FOR CORRECTNESS BY A PROFESSIONAL CIVIL ENGINEER ACTIVELY REGISTERED TO PRACTICE IN THE STATE OF ARIZONA SHALL BE REQUIRED PRIOR TO FINAL APPROVAL OF ALL WATER, SEWER, RECLAIMED WATER AND STORM WATER CONSTRUCTION.
6. ANY CHANGES FROM APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF SURPRISE FOR WRITTEN APPROVAL PRIOR TO INSTALLATION.
7. THE CITY OF SURPRISE ENGINEERING SERVICES SHALL INSPECT AND APPROVE ALL TRENCHING, BEDDING, PIPE INSTALLATION, BACKFILL, AND COMPACTION. THE CITY OF SURPRISE SHALL INSPECT AND APPROVE ALL PRESSURE TESTING, DISINFECTIONS, AND ALL OPERATIONAL SYSTEMS TESTS. AFTER COMPLETION OF EACH PHASE OF THE WATER SYSTEM, BUT BEFORE ACCEPTANCE BY THE CITY OF SURPRISE INTO THE WARRANTY PERIOD, ALL PUNCH LIST ITEMS MUST BE ONE HUNDRED (100) PERCENT COMPLETED, AS DETERMINED BY THE CITY OF SURPRISE.
8. WATER LINES SHALL BE DISINFECTED AND TESTED IN ACCORDANCE WITH ADEQ BULLETIN #8.
9. WATER SERVICES TWO (2) INCHES OR SMALLER SHALL BE IN ACCORDANCE WITH CITY OF SURPRISE DETAIL 6-05.
10. FIRE HYDRANTS SHALL BE IN ACCORDANCE WITH CITY OF SURPRISE DETAILS 6-08 AND 6-09.
11. IN A WATER PIPE ZONE WHERE CITY OF SURPRISE IS THE PROVIDER, THE BEDDING SHALL BE ONE HUNDRED (100) PERCENT ABC MATERIAL PER MAG SPECIFICATIONS, PLACED AND COMPACTED FROM FOUR (4) INCHES BELOW FOR PIPES THAT ARE TWELVE (12) INCHES AND LARGER OR WHEN ROCK OR UNSTABLE SOIL IS ENCOUNTERED TO TWELVE (12) INCHES ABOVE PIPE. BEDDING FOR PIPES LESS THAN TWELVE (12) INCHES MAY BE UNDISTURBED NATIVE MATERIAL OR BACKFILL COMPACTED TO NINETY-FIVE (95) PERCENT. THE PIPE ZONE FROM BOTTOM OF PIPE TO TWELVE (12) INCHES ABOVE TOP OF PIPE SHALL BE ABC COMPACTED TO NINETY-FIVE (95) PERCENT FOR ALL SIZES. IN A WATER PIPE ZONE WHERE EPCOR IS THE PROVIDER, REFER TO THEIR REQUIREMENTS.
12. SHUTDOWN OF EXISTING FACILITIES SHALL BE SCHEDULED BY CONTRACTOR WITH CITY UTILITIES DIVISION FORTY-EIGHT (48) HOURS IN ADVANCE. VALVES ARE TO BE OPERATED ONLY BY A UTILITIES DIVISION CERTIFIED OPERATOR OR UNDER THE DIRECTION OF A UTILITIES DIVISION CERTIFIED OPERATOR. SHUTDOWN OF THE EXISTING SYSTEM IS LIMITED TO OFF PEAK HOURS ONLY (12:00 AM THROUGH 4:00 AM AND 10:00 AM THROUGH 2:00 PM). NORMAL PRESSURE AND FLOW MUST BE RETURNED BY THE SCHEDULED TIME.
13. A #12 AWG TRACER WIRE SHALL BE PLACED TWELVE (12) INCHES ABOVE TOP OF PRIVATE FIRE LINES.
14. WATER DISTRIBUTION AND TRANSMISSION LINES SHALL BE MARKED WITH MARKING TAPE AND MARKER BALLS PER CITY OF SURPRISE STANDARD DETAIL 6-25.

EROSION AND SEDIMENT CONTROL NOTES

1. PRIOR TO OR IMMEDIATELY FOLLOWING CLEARING & GRUBBING, AND AS PART OF THE INITIAL ROUGH GRADING, ALL RETENTION BASINS SHALL BE CUT TO GRADE. THE BASINS SHALL CONSTITUTE THE REQUIRED SEDIMENT BASINS. GRADES SHALL BE CUT (BERMING OR STRAW BALES MAY ALSO BE PROVIDED) PER THIS PLAN TO ASSURE THAT RUNOFF IS CONVEYED TO THE RETENTION BASINS.
2. A STABILIZED CONSTRUCTION ENTRANCE CONSISTING OF A MINIMUM OF SIX (6) INCHES OF COARSE AGGREGATE SHALL BE INSTALLED AS SHOWN. ALL CONSTRUCTION TRAFFIC SHALL ENTER THROUGH THIS ENTRANCE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE RE-GRADED OR REPLACED WHEN IT BECOMES SATURATED OR MATTER WITH SITE SOILS OR SEDIMENT. THE PAVED STREET ADJACENT TO THE CONSTRUCTION ENTRANCE SHALL BE SWEPT ON A REGULAR BASIS TO REMOVE ANY ACCUMULATION MUD OR DIRT TRACKED FROM THE SITE.
3. ANY DISTURBED AREAS WHERE CONSTRUCTION HAS PERMANENTLY OR TEMPORARILY CEASED SHALL BE STABILIZED TO PREVENT EROSION. AN ACCEPTABLE STABILIZATION METHOD IS HYDROSEEDING AND WATERING. AREAS WHICH WILL BE DISTURBED WITHIN TWENTY-ONE (21) DAYS OF CEASING CONSTRUCTION MAY BE STABILIZED BY WATERING.
4. THE CATCH BASIN LOW POINTS SHALL ALSO ACT AS THE REQUIRED SEDIMENT BASINS FOR THE PROJECT. THEY SHALL BE INSPECTED ON A MONTHLY BASIS AND AFTER EVERY RAIN EVENT. SEDIMENT SHALL BE REMOVED FROM THE BASINS AS NECESSARY TO MAINTAIN A MINIMUM OF SEVENTY-FIVE (75) PERCENT OF REQUIRED CAPACITY OF THE BASIN DURING CONSTRUCTION AND ONE-HUNDRED (100) PERCENT OF REQUIRED CAPACITY POST-CONSTRUCTION.
5. THE SWPPP IS USED TO MAINTAIN ALL ON-SITE STORM WATER POLLUTANTS AND SEDIMENT. HOWEVER, IF ANY OFF-SITE ACCUMULATIONS OF SEDIMENT OR POLLUTANTS OCCUR, IMMEDIATE ACTION SHALL BE REQUIRED TO REMOVE THE ACCUMULATION.

GENERAL NOTES FOR DRY UTILITY CONSTRUCTION

1. ALL UTILITY CONSTRUCTION SHALL CONFORM TO THE LATEST MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION AND TO THE CITY OF SURPRISE SUPPLEMENTS TO MAG.
2. ALL WORK PERFORMED IN THE CITY OF SURPRISE RIGHT-OF-WAY WILL REQUIRE AN APPROVED TRAFFIC CONTROL PERMIT ISSUE TO A BARRICADE COMPANY LICENSED TO WORK IN THE CITY OF SURPRISE.
3. ALL PUBLIC UTILITY COMPANIES' CONTRACTORS AND SUB-CONTRACTORS ARE REQUIRED TO OBTAIN A CITY OF SURPRISE BUSINESS LICENSE PRIOR TO THE PERFORMANCE OF ANY WORK.
4. PLAN APPROVAL BY THE CITY OF SURPRISE FOR COMPLIANCE WITH CITY REQUIREMENTS SHALL NOT PREVENT THE CITY FROM REQUIRING THE CORRECTION OF ERRORS FOUND TO BE IN VIOLATION OF ANY LAW, ORDINANCE, OR CITY OF SURPRISE REQUIREMENT FOR UTILITY CONSTRUCTION IN THE RIGHT-OF-WAY.
5. THE CONTRACTOR OR UTILITY COMPANY MUST HAVE A COPY OF THE APPROVED/STAMPED CONSTRUCTION PLANS AND APPROVED TRAFFIC CONTROL PLAN AT THE PROJECT SITE AT ALL TIMES.
6. ALL UTILITIES CROSSING STREETS OR ROADS MUST BE DIRECTIONAL BORED WHERE POSSIBLE. PERMISSION TO BORE AND TO OPEN CUT EXISTING PAVEMENT REQUIRES SPECIFIC PLAN APPROVAL AND RIGHT-OF-WAY PERMIT FOR THE PROPOSED CONSTRUCTION.
7. PRIOR TO STARTING ANY WORK IN A MAJOR ARTERIAL OR COLLECTOR STREET, THE UTILITY COMPANY OR SUB-CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY OF SURPRISE CIVIL CONSTRUCTION INSPECTION PERSONNEL. SEE PERMIT FOR CONTACT INFORMATION.
8. THE CITY OF SURPRISE DOES NOT WARRANT ANY OF THE QUANTITIES SHOWN ON THESE PLANS.
9. THE UTILITY COMPANY SHALL CONTACT THE CITY OF SURPRISE CIVIL CONSTRUCTION INSPECTION PERSONNEL A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY WORK. THE PERMIT NUMBER AND LOCATION MUST BE PROVIDED IN ORDER TO SCHEDULE INSPECTIONS.
10. ALL WORK REQUIRING ASPHALT REPLACEMENT, CONCRETE REPLACEMENT, OR RESURFACING, IN THE CITY OF SURPRISE RIGHT-OF-WAY, WILL REQUIRE A FINAL INSPECTION WITH THE UTILITY COMPANY REPRESENTATIVE AT THE TIME OF COMPLETION.
11. MAINTAIN THE FOLLOWING MINIMUM SEPARATIONS: SIX (6) FEET HORIZONTAL FROM WATER AND SEWER MAINS, AND TWO (2) FEET HORIZONTAL FROM ALL OTHER UTILITIES. MAINTAIN A MINIMUM OF ONE (1) FOOT VERTICAL SEPARATION FROM ALL UTILITIES. ALL DISTANCES ARE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
12. ALL POTHOLES FOR EXISTING UTILITY CROSSINGS OR SOIL BORINGS FOR FUTURE UTILITIES WILL BE REPAIRED PER MAG STANDARD DETAILS #212. THE CITY MAY REQUIRE ADDITIONAL REPAIRS, AS REQUIRED BY THE CIVIL ENGINEERING INSPECTOR.
13. THE FOLLOWING ITEMS SHALL BE APPROVED IN THE FIELD, TO ACCOUNT FOR UNFORESEEN CONDITIONS, BY THE CITY OF SURPRISE CIVIL ENGINEERING INSPECTOR:
    - BACKFILL AND COMPACTION
    - CONCRETE REPAIR AND CURING
    - ASPHALT REPAIR AND PAVEMENT MATCHING
14. ALL TRENCHES IN EXISTING AND FUTURE PAVEMENT ARE REQUIRED TO BE BACKFILLED WITH A MINIMUM OF ONE-HALF (1/2) SACK SLURRY CONTROLLED LOW STRENGTH MATERIAL PER MAG SECTIONS 604 AND 728.
15. ALL TRENCHING WITHIN TWO (2) FEET OF THE BACK OF CURB OR EDGE OF PAVEMENT WILL REQUIRE ABC COMPACTED TO NINETY-FIVE (95) PERCENT OR ONE-HALF (1/2) SACK SLURRY CONTROLLED LOW-STRENGTH MATERIAL PER MAG SECTIONS 604 AND 728.
16. ALL WORK THAT LIES WITHIN A DESIGNATED FLOODPLAIN AREA WILL REQUIRE A FLOODPLAIN USE PERMIT FROM THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY.
17. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY SHALL BE REPORTED TO THE CITY OF SURPRISE AND THE OWNER. REPAIR AND/OR REPLACEMENT IN KIND SHALL BE PER THE AGREEMENT WITH THE OWNER AND/OR THE CITY ON A CASE-BY-CASE BASIS.
18. THE MINIMUM DEPTH OF COVER FOR VARIOUS UTILITIES SHALL BE AS SHOWN BELOW. TEMPORARY PAVEMENT REPLACEMENT THAT USES COLD-MIX ASPHALT SHALL BE REPLACED NO LATER THAN SEVEN (7) CALENDAR DAYS AFTER INITIAL PLACEMENT.

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

SANITARY SEWER NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED PERMITS AND INSPECTIONS FROM APPROPRIATE GOVERNMENTAL AGENCIES FOR ALL WORK IN THE PUBLIC RIGHT-OF-WAY.
2. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER AND/OR ALL WORK AND MATERIALS NOT IN CONFORMANCE WITH THE SPECIFICATION IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL UNCOVER ALL EXISTING UTILITY LINES BEING TIED TO AND VERIFY THEIR LOCATION PRIOR TO TRENCHING. THE CONTRACTOR SHALL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRICAL CONDUIT AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND SHALL OBSERVE POSSIBLE PRECAUSTIONS TO AVOID DAMAGE TO THE SAME. CALL ARIZONA 811 FOR FIELD LOCATION.
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD BEFORE THE SANITARY SEWER FITTINGS ARE COVERED. FITTINGS SHALL NOT BE COVERED UNTIL SURVEYS HAVE BEEN COMPLETED. THE ENGINEER SHALL MAKE FIELD AS-BUILT MEASUREMENTS OF THE SANITARY SEWER WORK UPON NOTIFICATION BY THE SEWER CONTRACTOR THAT THE PIPE WORK IS COMPLETE AND READY FOR AS-BUILT SURVEY.
5. AS-BUILT PLANS CERTIFIED FOR CORRECTNESS BY A PROFESSIONAL CIVIL ENGINEER OR LAND SURVEYOR IN THE STATE OF ARIZONA ARE REQUIRED PRIOR TO FINAL APPROVAL OF ALL WATER, SEWER, RECLAIMED WATER AND STORM WATER CONSTRUCTION.
6. THE FOLLOWING DETAIL IS SPECIFICALLY NOT APPROVED: MAG STANDARD DETAIL 425 (24-INCH ALUMINUM, MANHOLE FRAME AND COVER).
7. A TWO (2) INCH BY FOUR (4) INCH WOOD OR METAL POST PAINTED GREEN WITH BLACK LOT NUMBERS IS TO BE INSTALLED AT THE END OF ALL SEWER SERVICES.
8. FOR RESIDENTIAL CONSTRUCTION, SEWER SERVICES SHALL BE SIX (6) FEET BELOW FINISH GRADE AT THE PUBLIC UTILITY EASEMENT AND FOUR (4) FEET BELOW THE FINISH GRADE AT FOUR (4) FEET PAST THE PUBLIC UTILITY EASEMENT.
9. ANY MANHOLE IN A GUTTER LINE MUST BE WATERTIGHT PER MAG STANDARD DETAIL 424.
10. THE MANHOLE COVERS SHALL READ "SURPRISE SANITARY SEWER" PER DETAIL 7-01.
11. MANHOLES TEN (10) FEET OR DEEPER SHALL BE A MINIMUM OF FIVE (5) FEET IN DIAMETER.
12. ALL MANHOLE SECTIONS SHALL BE SEALED WITH BOTH MASTIC (RAMNECK OR APPROVED EQUAL) AND GROUT PLACED INSIDE EACH MANHOLE SECTION KEY. THE INSIDE JOINTS SHALL BE GROUT-FINISHED.
13. UPON THE COMPLETION OF THE SEWER, THE TOP EIGHT (8) FEET OF ALL MANHOLES ARE TO BE SPRAYED WITH INSECTICIDE BY A CERTIFIED COMPANY OR INDIVIDUAL FOR ROACH CONTROL. A VERIFICATION LETTER IS TO BE FURNISHED TO THE CITY OF SURPRISE.
14. MARKING TAPE AND MARKER BALLS SHALL BE INSTALLED AT ALL SEWER LINE FITTINGS AND EVERY 100 FEET IF THE DISTANCE BETWEEN FITTINGS IS GREATER THAN 100 FEET PER DETAIL 7-03.
15. SHORT TERM DEFLECTION TESTING SHALL BE PERFORMED ON ALL SEGMENTS OF PLASTIC SEWER PIPE EIGHT (8) INCHES IN DIAMETER AND LARGER AFTER COMPLETION OF BACKFILL AND COMPACTION, BUT PRIOR TO INSTALLATION OF FINISH SURFACE MATERIAL. A SHORT-TERM DEFLECTION IN EXCESS OF FIVE (5) PERCENT SHALL BE CONSIDERED UNSERVICEABLE AND SHALL BE REPAIRED OR REPLACED AND RETESTED.

Call at least two full working days before you begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Registered Professional Engineer
CERTIFICATE NO.
73864
RYAN
MARKS
Date Signed 01/13/26
ARIZONA, USA

GENERAL NOTES

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS

DR: LL	DES: RSM	CK: RSM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			3	31

NO.	DESCRIPTION	REV BY	CKD BY	DATE
	REVISION BY CITY OF SURPRISE			

NO.	DESCRIPTION	REV BY	CKD BY	DATE
	REVISION BY CITY OF SURPRISE			

K:\PHX_ROADWAY\091863052 - INTERM PEORIA AVE-COTTON LN\CADD\12-SHEETS\ROADWAY\091863052_GN01.DWG | LOGG: LOGAN | 1/13/2026

ABBREVIATIONS

ABC	AGGREGATE BASE COURSE
AC	ASPHALTIC CONCRETE
ACHH	ALUMINUM CAP IN HAND HOLE
ACP	ASBESTOS CEMENT PIPE
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION
AP	HORIZONTAL ANGLE POINT
APS	ARIZONA POWER SERVICE
ASTM	AMERICAN SOCIETY FOR TESTING MATERIALS
BB	BOTTOM OF BASIN
B/C	BACK OF CURB
BCF	BRASS CAP – FLUSH
BCHH	BRASS CAP – HAND HOLE
BW	BOTTOM OF WEIR
CATV	CABLE TELEVISION
CD	CONCRETE DITCH
CL or ℄	CENTERLINE
C.L.F.	CHAIN LINK FENCE
CLSM	CONTROLLED LOW STRENGTH MATERIAL
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
COMM	COMMUNICATIONS
CONC	CONCRETE
COS	CITY OF SURPRISE
CST	CONSTRUCTION
CTL	CENTURYLINK
DE	DRAINAGE EASEMENT
DET	DETAIL
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
EA	EACH
ELEV	ELEVATION
EX	EXISTING
EOP	EDGE OF PAVEMENT
FG	FINISHED GRADE
FH	FIRE HYDRANT
FLG	FLANGE
FND	FOUND
FT	FOOT/FEET
F/C	FACE OF CURB
G	GUTTER
GB	VERTICAL GRADE BREAK
HORIZ	HORIZONTAL
HWE	HIGH WATER ELEVATION
IN	INCH
INV	INVERT
IRR	IRRIGATION
L#	LATERAL NUMBER
LF	LINEAR FOOT
LT	LEFT
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
MAX	MAXIMUM
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
MIN	MINIMUM
MJ	MECHANICAL JOINT
MOD	MODIFIED
MPE	METALLOCENE POLYETHYLENE PIPE
MUE	MULTI–USE EASEMENT
NE	NORTHEAST
NF	NOT FOUND
NPI	NON PAY ITEM
NW	NORTHWEST
OFF	OFFSET
OH	OVERHEAD
OHE	OVERHEAD ELECTRIC
P or PVMT	PAVEMENT
PGL	PAVEMENT GRADE LINE
PSS	PAVEMENT STRUCTURAL SECTION
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
RCBC	REINFORCED CONCRETE BOX CULVERT
RCP	REINFORCED CONCRETE PIPE
RLF	ROMOLA LTD FEE
RT	RIGHT
R/W	RIGHT OF WAY
SB	BOTTOM OF SWALE
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SL	SECTION LINE
SPEC	SPECIFICATION
SRP	SALT RIVER PROJECT
SSMH	SANITARY SEWER MANHOLE
ST	TOP OF SWALE
STA	STATION
STD	STANDARD
SS	SANITARY SEWER
S/W	SIDEWALK
SWCT	SAWCUT
TB	TOP OF BASIN
TC	TOP OF CURB
TEL	TELEPHONE
TL	TRUE LENGTH
TN	TOP OF NUT
TS	TOP OF SLAB
TYP	TYPICAL
TW	TOP OF WEIR
UG	UNDERGROUND
UGE	UNDERGROUND ELECTRIC
VERT	VERTICAL
V_{PRO}	VOLUME PROVIDED
WM	WATER METER
WV	WATER VALVE
W	WATER LINE

LEGEND

- PUBLIC UTILITY EASEMENT
- DRAINAGE EASEMENT
- EXISTING RIGHT–OF–WAY
- PROPOSED RIGHT–OF–WAY
- EXISTING PROPERTY LINE
- QUARTER SECTION LINE
- SECTION/MONUMENT LINE
- ROADWAY CENTER LINE
- FLOODPLAIN LIMITS
- EXISTING CURB AND GUTTER
- NEW CURB AND GUTTER
- FUTURE CURB
- EXISTING FENCE
- EXISTING GRAVEL
- EXISTING PAVEMENT
- NEW PAVEMENT
- EXISTING SIDEWALK
- NEW SIDEWALK
- EXISTING WALL
- EXISTING COMMUNICATIONS LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING GAS
- EXISTING SEWER
- EXISTING UNDERGROUND TRAFFIC
- EXISTING RAW WATER LINE
- EXISTING RECLAIMED WATER LINE
- EXISTING WATER LINE
- EXISTING CABLE JUNCTION BOX
- EXISTING ELECTRIC MANHOLE
- EXISTING UTILITY POLE GUY WIRE
- EXISTING ELECTRIC JUNCTION BOX
- EXISTING POWER POLE
- EXISTING LIGHT POLE
- EXISTING ELECTRIC RISER/STUB
- EXISTING GAS VALVE
- EXISTING GAS METER
- EXISTING GATE
- MONUMENT
- EXISTING POST
- EXISTING SEWER MANHOLE
- EXISTING SEWER CLEANOUT
- EXISTING TRAFFIC JUNCTION BOX
- EXISTING TRAFFIC LIGHT
- EXISTING TRAFFIC PEDESTRIAN LIGHT
- EXISTING TREE (MESQUITE/PALO VERDE)
- EXISTING TREE (STUMP)
- EXISTING TREE (DECIDUOUS)
- EXISTING TREE (PALM)
- EXISTING SIGN
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING WATER RISER/STUB
- EXISTING SIDEWALK
- SIDEWALK
- PAVEMENT STRUCTURAL SECTION 1
- MILL & OVERLAY
- MICROSEAL
- EXISTING PAVEMENT TO REMAIN
- NEW/RELOCATED FIRE HYDRANT
- NEW/RELOCATED WATER VALVE
- NEW 6" WATER LINE
- NEW TRAFFIC SIGNAL CONDUIT
- EXISTING PAVEMENT GRADE
- NEW PAVEMENT GRADE
- TOP OF BASIN GRADE
- BOTTOM OF BASIN GRADE
- TOP OF WEIR GRADE
- BOTTOM OF WEIR GRADE
- HIGH WATER ELEVATION
- EARTHWORK CUT LIMIT
- EARTHWORK FILL LIMIT
- SAWCUT

GENERAL STORM WATER POLLUTION PREVENTION PLAN NOTES

1. WEATHER INFORMATION AND STORM PREDICTIONS CAN BE OBTAINED BY CALLING THE NATIONAL WEATHER SERVICE – PHOENIX WEATHER FORECAST OFFICE AT (602) 275–0073 OR BY VISITING THE NATIONAL WEATHER SERVICE WEBSITE AT HTTP://WWW.WRH.NOAA.GOV/PSR/
2. PERMANENT EROSION CONTROL MEASURES SHALL BE INSTALLED AS AREAS ARE DETERMINED TO BE COMPLETE.
3. ALL DRAINAGE INLETS RECEIVING RUNOFF FROM DISTURBED SOIL AREAS SHALL BE PROTECTED WITH AN APPROVED SEDIMENT TRAP INLET PROTECTION MEASURE OR BMP.
4. A COPY OF THE APPROVED GRADING & DRAINAGE PLAN FOR THIS PROJECT, TOGETHER WITH A COPY OF THE NOTICE OF INTENT (NOI) AND THIS STORM WATER POLLUTION PREVENTION PLAN (SWPPP), SHALL BE MAINTAINED ON THE SITE AND AVAILABLE FOR REVIEW AT ALL TIMES. THOSE ELEMENTS OF THE GRADING & DRAINAGE PLAN PERTINENT TO OR REFERENCED ON THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE CONSIDERED A PART OF THE SWPPP.
5. THE NOTICE OF INTENT (NOI) SHALL BE COMPLETED AND SUBMITTED TO THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) AND THE CITY OF SURPRISE AT LEAST FORTY–EIGH (48) HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY.
6. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND RELATED RECORDS SHALL BE MADE AVAILABLE UPON REQUEST TO THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) AND THE CITY OF SURPRISE.
7. THE OWNER OR DESIGNATED CONTRACTOR SHALL OBTAIN A DUST CONTROL PERMIT FROM THE MARICOPA COUNTY AIR QUALITY DEPARTMENT. MEASURES SHALL BE PERFORMED AS REQUIRED BY THE PERMIT TO PREVENT EXCESS DUST AS INCORPORATED INTO THIS STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
8. THE OWNER OR DESIGNATED CONTRACTOR SHALL AMEND THIS PLAN AS RAINFALL EVENTS, DESIGN CHANGES AND CONSTRUCTION METHODS DICTATE. ALL MODIFICATIONS TO THIS PLAN SHALL BE SUBMITTED TO THE CITY OF SURPRISE ENGINEERING SERVICES FOR REVIEW AND ACCEPTANCE PRIOR TO IMPLEMENTATION.
9. THE IMPLEMENTATION OF THESE PLANS, AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADES OF THESE FACILITIES IS THE RESPONSIBILITY OF THE OWNER OR DESIGNATED CONTRACTOR UNTIL ALL CONSTRUCTION HAS BEEN APPROVED AND A NOTICE OF TERMINATION (NOT) HAS BEEN SUBMITTED TO THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) AND THE CITY OF SURPRISE.
10. THE FACILITIES SHOWN ON THIS PLAN SHALL BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT–LADEN WATER DOES NOT LEAVE THE PROJECT SITE, ENTER INTO THE DRAINAGE SYSTEM, OR VIOLATE APPLICABLE WATER QUALITY STANDARDS. ADDITIONALLY, THE FACILITIES SHALL BE INSTALLED AND OPERATIONAL PRIOR TO ANY GRADING OR LAND CLEARING ACTIVITIES.
11. WHEN POSSIBLE, MAINTAIN ANY NATURALLY OCCURING VEGETATION AS A SILT CONTROL BEST MANAGEMENT PRACTICE (BMP).
12. THE CONTRACTOR TO WHOM THE 'AT–RISK'/FINAL GRADING & DRAINAGE PERMIT WILL BE ISSUED SHALL HAVE THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ISSUED IN THEIR NAME.
13. THE NOTICE OF INTENT (NOI), THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), AND THE MARICOPA COUNTY AIR QUALITY DEPARTMENT DUST CONTROL PERMIT SHALL BE PROVIDED TO THE CITY OF SURPRISE BEFORE THE GRADING & DRAINAGE PERMIT WILL BE ISSUED.
14. THE OWNER OR DESIGNATED CONTRACTOR OF THE PROJECT SHALL ALSO MAINTAIN RECORDS WITH THE FOLLOWING INFORMATION:
    A) THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR IN A PARTICULAR AREA.
    B) THE DATES WHEN CONSTRUCTION ACTIVITIES CEASE IN A PARTICULAR AREA (TEMPORARILY OR PERMANENTLY).
    C) THE DATES WHEN AN AREA IS STABILIZED (TEMPORARILY OR PERMANENTLY).
    D) THE DATES OF ANY MAINTENANCE, REPLACEMENT, OR REMOVAL OF REQUIRED BMP'S HAS OCCURRED.
15. ONCE THE CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED AND THE SITE HAS MET THE FINAL STABILIZATION REQUIREMENTS OF THE PERMIT, THE AUTHORIZED SITE REPRESENTATIVE SHALL FILE A NOTICE OF TERMINATION (NOT) WITH THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) AND PROVIDE A COPY TO THE CITY OF SURPRISE.
16. THE PERMITTEE SHALL MAINTAIN ALL RECORDS ON FILE, INCLUDING THE NOTICE OF INTENT (NOI), THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP), THE NOTICE OF TERMINATION (NOT), AND ANY AND ALL INSPECTION REPORTS FOR A MINIMUM OF THREE (3) YEARS FORM THE FILING DATE OF THE NOTICE OF TERMINATION (NOT).
17. THE OUTLETS OF ALL SEDIMENT BASINS, TRAPS, AND LOCATIONS OF ARTIFICIALLY CONCENTRATED FLOW SHALL BE PROVIDED WITH OUTLET PROTECTION TO PREVENT EROSION AND SCOUR.
18. THOSE RESPONSIBLE FOR SWPPP PREPARATION, IMPLEMENTATION AND PERMIT COMPLIANCE SHALL BE PROPERLY TRAINED, AND SHALL ATTEND THE PRE–CONSTRUCTION MEETING.
19. A CONCRETE WASHOUT SHALL BE INSTALLED FOR ALL PROJECTS THAT PROPOSE CONCRETE TO BE MIXED ON SITE OR BE DELIVERED FROM A BATCH PLANT. THE CONCRETE WASHOUT SHALL BE LOCATED A MINIMUM OF FIFTY (50) FEET FROM ANY DRAINAGE INFRASTRUCTURE OR NATURAL DRAINAGE FEATURES OR WATER BODIES AND INCORPORATE AN IMPERMEABLE LINER (6.0 MIL MINIMUM THICKNESS) TO CONTAIN THE REQUIRED VOLUME. ALL DRIED CONCRETE WASTE SHALL BE BROKEN INTO MANAGEABLE PIECES AND DISPOSED OF OFF–SITE AT AN APPROVED DISPOSAL FACILITY.
20. THE CONTRACTOR SHALL HAVE EMERGENCY MATERIALS AND EQUIPMENT ON–SITE FOR UNFORESEEN SITUATIONS, SUCH AS DAMAGE TO UNDERGROUND WATER AND SEWER UTILITIES WHEREBY FLOWS MAY GENERATE EROSION AND SEDIMENT POLLUTION.
21. SEDIMENT AND EROSION CONTROLS MAY BE REMOVED ONLY WHEN CONTRIBUTORY UPSTREAM AREAS BECOME STABILIZED OR ARE MANAGED UPSTREAM AND AS LONG AS SEDIMENT LADEN RUNOFF WILL NOT DISCHARGE FROM THE SITE.
22. THIS PLAN SHALL BE IN EFFECT UNTIL ALL DISTURBED AREAS ARE PERMANENTLY STABILIZED, TRANSFERRED TO NEW OWNERSHIP, OR DEVELOPED UNDER FUTURE PLANS WITH A NEW NOTICE OF INTENT (NOI), SWPPP, AND PERMIT.

SWPPP INSPECTION NOTES

1. THE OWNER OR DESIGNATED CONTRACTOR SHALL PERFORM, AT A MINIMUM, A VISUAL INSPECTION OF THE PROJECT SITE ONCE EVERY SEVEN (7) DAYS AND WITHIN TWENTY–FOUR (24) HOURS OF A RAINFALL EVENT GREATER THAN OR EQUAL TO ONE HALF (1/2) INCH OR MORE. THE OWNER OR DESIGNATED CONTRACTOR SHALL PREPARE A REPORT DOCUMENTING THE FINDINGS OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) CONTROLS AND NOTE ANY EROSION PROBLEM AREAS. THE REPORT IS TO BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT CONSTRUCTION INSPECTOR FOR REVIEW AND APPROVAL. FACILITIES SHALL BE MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING. IN ADDITION, ALL TEMPORARY SILTATION CONTROLS SHALL BE MAINTAINED IN A SATISFACTORY CONDITION UNTIL SUCH TIME THAT CONSTRUCTION IS COMPLETED, PERMANENT DRAINAGE FACILITIES ARE OPERATIONAL, AND THE POTENTIAL FOR EROSION HAS BEEN ELIMINATED AS DETERMINED BY THE PUBLIC WORKS DIRECTOR OR DESIGNEE.
2. THE INSPECTION BY THE OWNER OR DESIGNATED CONTRACTOR SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:
    A) CHECK DISTURBED AREAS AND ANY MATERIAL STORAGE AREAS IF APPLICABLE TO THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR EVIDENCE OF OR THE POTENTIAL FOR DISCHARGE OF POLLUTANTS.
    B) ENSURE THAT SEDIMENT AND EROSION CONTROL MEASURES ARE FUNCTIONING AND OPERATING CORRECTLY.
    C) AT ACCESSIBLE DISCHARGE POINTS, DETERMINE WHETHER BMP'S ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. WHERE DISCHARGE POINTS ARE INACCESSIBLE OR UNSAFE TO INSPECT, INSPECT DOWNSTREAM AREAS FOR EVIDENCE OF DISCHARGE.
    D) DOCUMENT SEDIMENT TRACK–OUT AT ALL INGRESS AND EGRESS LOCATIONS FROM THE PROJECT SITE.
    E) DOCUMENT ANY REVISIONS TO BMP'S ON THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WITHIN SEVEN (7) DAYS OF INSPECTION AND CORRECTION.
    F) DOCUMENT ANY INCIDENTS OF NON–COMPLIANCE OR CERTIFY THAT THE SITE IS IN COMPLIANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
    G) DOCUMENT ANY ACTIVITY THAT CREATES A NON–STORM WATER DISCHARGE, INCLUDING DATE AND TIME, LOCATION, REASON FOR DISCHARGE, AMOUNT OF THE DISCHARGE, BMP MEASURES USED TO MEDIATE THE DISCHARGE, AND BMP'S USED TO PREVENT FURTHER NON–STORM WATER DISCHARGES FROM THE ACTIVITY.

POTABLE WATER SYSTEM MATERIAL SPECIFICATION NOTES

1. DISTRIBUTION: POLYVINYL CHLORIDE (PVC) PRESSURE PIPE IN ACCORDANCE WITH AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD C900, PRESSURE CLASS 200, DR=14, ELASTOMERIC – GASKET, BELL – END OR DUCTILE IRON PIPE EQUIVALENT. ALL PIPES TWELVE (12) INCHES OR GREATER IN DIAMETER ARE REQUIRED TO BE DUCTILE IRON PIPE.
2. DISTRIBUTION FITTINGS: PUSH–ON OR MECHANICAL JOINT IN ACCORDANCE WITH MAG SECTION 750 OR MAG SECTION 630 AS APPLICABLE.
3. WATER LINE VALVE: MUELLER, CLOW OR WATEROUS RESILIENT WEDGE SEATED GATE VALVE IN ACCORDANCE WITH MAG SECTION 630.3 WITH VALVE BOX AND COVER IN ACCORDANCE WITH MAG DETAIL 391–1, TYPE "C".
4. WATER SERVICE: TAPS, PIPES AND FITTINGS FOR WATER SERVICES UP TO A TWO (2) INCH SIZE SHALL BE IN ACCORDANCE WITH CITY OF SURPRISE STANDARD DETAIL 6–05. LARGER SIZES ARE TO BE SUBMITTED FOR APPROVAL.
5. FIRE HYDRANT: MUELLER "CENTURION", CLOW "MEDALLION", WATEROUS PACER WB67–250, AND WATERMASTER "5CD250" WITH TYPICAL "T" DESIGN WITH TWO (2) EACH OF 2½ INCH NATIONAL STANDARD THREAD (NST) ORIFICES AND ONE (1) EACH OF 4½ INCH NST ORIFICE AND CLOW MODEL 860 WET BARREL WITH TWO (2) 2½ INCH NST ORIFICES AND ONE (1) 4½ INCH NST ORIFICE IN ACCORDANCE WITH CITY OF SURPRISE STANDARD DETAILS. BREAK OF CHECK VALVE SHALL BE USED WITH WET BARREL HYDRANT.
6. ALL OTHER ITEMS: IN ACCORDANCE WITH MAG SPECIFICATIONS.
7. IN ACCORDANCE WITH AAC R18–4–213 ALL MATERIALS ADDED AFTER JANUARY 1, 1993, WHICH MAY COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NATIONAL SANITATION FOUNDATION STANDARDS 60 AND 61, INCLUDING CHEMICALS USED FOR DISINFECTION.

SANITARY SEWER NOTES (CONT.)

16. LOW–PRESSURE AIR TESTING IS REQUIRED FOR ONE HUNDRED (100) PERCENT OF THE LINE INSTALLATION PER MAG SPECIFICATION 615.11.
17. ONE HUNDRED (100) PERCENT OF BRANCH, MAIN, AND TRUNK SEWER LINES ARE TO BE INSPECTED BY VIDEO CAMERA. TWO COPIES OF COMPLETED DVD ALONG WITH OPERATOR NOTES ARE TO BE FURNISHED TO THE CITY OF SURPRISE UPON COMPLETION OF THE FIRST VIDEO. IF THERE ARE NEGATIVE RESULTS THEN THE AFFECTED SEWER LINES WILL BE REPAIRED AND RE–VIDEOED ACCORDINGLY.
18. ALL SEWER MANHOLES SHALL BE TESTED IN ACCORDANCE WITH ARIZONA DEPARTMENT OF ENVIROMENTAL QUALITY REQUIREMENTS, USING THE WATER TIGHTNESS OR AIR PRESSURE METHODS AS PUBLISHED IN TITLE 18 ENVIROMENTAL QUALITY.
19. THE MINIMUM COVER FOR SEWER MAIN PIPES SHALL BE SIX (6) FEET FROM THE TOP OF PIPE TO FINISHED GRADE. SEWER PIPE BEDDING SHALL BE ONE HUNDRED (100) PERCENT ABC MATERIAL PER MAG SPECIFICATIONS, PLACE AND COMPACTED FROM FOUR (4) INCHES BELOW PIPE TO TWELVE (12) INCHES ABOVE PIPE. FOR SEWER LINE CONSTRUCTION THE PIPE BEDDING SHALL BE PLACED IN TWO LIFTS PER MAG SPECIFICATIONS.
20. PIPE BEDDING, BACKFILLING AND COMPACTION SHALL BE PER MAG STANDARD DETAIL 200–1.
21. SEWER LINES SHALL CONSIST OF POLYVINYL CHLORIDE (PVC) SOLID WALL PLASTIC SEWER PIPE AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM D–3034, SDR–35 OR C900.

UTILITY CONTACT LIST

APS	ELECTRIC	BEN GOWERS	602–809–3611
COX	COMMUNICATIONS	RODNEY MCKEE	801–494–3607
CENTURYLINK	COMMUNICATIONS	RODNEY MCKEE	801–494–3607
SOUTHWEST GAS	GAS	YVONNE AGUIRRE	602–484–5338
MWD	IRRIGATION	DEBBIE TRANSACOS	623–546–8266
EPCOR	WATER	JOE WHELAN	623–445–2438
MCI VERIZON	COMMUNICATIONS	RYAN KANN	480–382–5844

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

Registered Professional Engineer (Civil) CERTIFICATE NO. 73864 RYAN MARKS Date Signed 01/13/26 ARIZONA, USA

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS–BUILT
9	ARIZ	P65400	4	31	

Kimley»Horn — 1661 E. CAMELBACK RD SUITE 400 PHOENIX, AZ 85016 — PHONE: 602-944-5500 FAX: 602-944-7423 www.kimley-horn.com

GENERAL NOTES, LEGEND & ABBREVIATIONS

SURPRISE ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS

DR: BPB	DES: RSM	CK: RSM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			4	31

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

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REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

K:\PHX_ROADWAY\091863052 – INTERIM PEORIA AVE–COTTON LN\CAD\12–SHEETS\ROADWAY\091863052_GN02.DWG | LOGS, LOGAN | 1/13/2026

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
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FAX: 602-944-7423
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EPCOR GENERAL ENGINEERING NOTES

1. ANY CHANGES FROM APPROVED PLANS MUST BE SUBMITTED TO EPCOR FOR WRITTEN APPROVAL PRIOR TO INSTALLATION.
2. CONTRACTOR SHALL KEEP A CLEAN, CURRENT SET OF CONTRACT DRAWINGS AS A RECORD OF THE LOCATION OF ALL WORK COMPLETED AS PART OF THE PROJECT. REVISIONS, ADDITIONS, AND DELETIONS SHALL BE ANNOTED ON THE RECORD SET OF DRAWINGS IN RED. CONTRACTOR SHALL ENSURE THAT SURVEY-GRADE GPS EQUIPMENT IS USED TO RECORD NORTHING, EASTING, AND ELEVATION DATA FOR CERTAIN BURIED APPURTENANCES. FOR WATER MAINS, APPURTENANCES TO BE LOCATED INCLUDE VALVES, CROSSES, TEES, BENDS, REDUCERS, AND OTHER FITTINGS AS REQUIRED BY THE CONSTRUCTION INSPECTOR. FOR SEWER MAINS, APPURTENANCES INCLUDE THE RIM AND INVERT ELEVATIONS OF MANHOLES, CLEAN-OUTS AND OTHER FEATURES ARE REQUIRED. GPS COORDINATES WILL UTILIZE THE NORTH AMERICAN DATUM (NAD) 1983, STATE PLANE ARIZONA CENTRAL ZONE IN MARICOPA AND SANTA CRUZ COUNTIES, AND STATE PLANE ARIZONA WEST ZONE IN MOHAVE COUNTY. ALL UNITS WILL BE IN US FEET. PRIOR TO COMPLETION OF THE WORK, PROVIDE THE RED-LINED DRAWINGS TO THE ENGINEER OF RECORD FOR PREPARATION OF THE PROJECT RECORD DRAWINGS. FINAL COMPLETION WILL NOT BE MADE UNTIL THE ENGINEEER OF RECORD RECIEVES SATISFACTORY RED-LINED DRAWINGS.
3. CONTRACTOR SHALL NOTIFY EPCOR CONSTRUCTION INSPECTIONS DEPARTMENT 48 HOURS IN ADVANCE OF ANY CONSTRUCTION. USE THE CONTACT LIST IN EPCOR'S DEVELOPER GUIDE TO SCHEDULE INSPECTION (EPCOR GENERAL PHONE NUMBER IS 623-445-2400). WHEN APPOINTMENTS FOR INSPECTION ARE ARRANGED AT LEAST 48 HOURS IN ADVANCE, THE INSPECTIONS/TEST WILL BE CONDUCTED AS SCHEDULED, OTHERWISE THE REQUEST WILL BE SCHEDULED BASED ON AVAILABILITY.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED PERMITS AND INSPECTIONS FROM APPROPRIATE GOVERNMENTAL AGENCIES FOR ALL WORK IN PUBLIC RIGHTS-OF-WAY (MARICOPA COUNTRY DEPARTMENT OF TRANSPORTATION, CITY ENGINEERING DEPARTMENT, ETC.).
5. ALL WORK AND TESTING SHALL BE IN ACCORDANCE WITH MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) STANDARD SPECIFICATIONS AND DETAILS UNLESS OTHERWISE STATED ON PLANS.
6. ALL POTABLE WATERLINES AND FITTINGS SHALL NSF-PW SEAL. ALL MATERIALS AND PRODUCTS USED IN THE POTABLE WATER SYSTEM SHALL CONFORM TO NSF STANDARDS 60 AND 61 IN ACCORDANCE WITH AAC R18-4-213. ALL MATERIALS SHALL BE LEAD-FREE AS DEFINED IN AAC R18-4-101 AND R18-4-107.
7. PIPE SEPARATION:
   A. SEPARATION BETWEEN AND SEWER LINES WILL BE A MINIMUM OF 6 FEET FROM OUTSIDE EDGE TO OUTSIDE EDGE OF PIPE. TWO FEET SEPARATION IS REQUIRED BETWEEN WATER LINES, STORM DRAINS, AND DRY UTILITIES.
   B. VERTICAL AND HORIZONTAL SEPERATION OF PIPES AND PIPE CROSSING OF VARYING DEGREES OF WATER QUALITY SHALL BE IN ACCORDANCE WITH STATE & LOCAL GOVERNMENT REQUIREMENTS.
8. DIP SECTION: ALL DIP SECTIONS SHALL BE CONSTRUCTED OF RESTRAINED DUCTILE IRON PIPE (DIP) PER EPCOR'S STD. DET. 370-1. ALL DIP SECTIONS SHALL BE JOINT RESTRAINED DIP WITH POLYETHYLENE WRAP FOR THE ENTIRE LENGTH PER MAG SEC. 610.6. JOINT RESTRAINED LENGTHS WILL FOLLOW MAG STD. DET. 303-1 AND 303-2. ANCHOR BLOCKS/THRUST BLOCKS MUST BE INSTALLED FOR VERTICAL BENDS PER MAG STD. DET. 381. AIR/VACUUM RELEASE VALVES ARE REQUIRED AT ALL HIGHPOINTS AND AT VERTICAL REALIGNMENTS OF THE WATER LINE.
9. CONCRETE ENCASEMENT: ALL WATER AND SEWER ENCASEMENTS SHALL FOLLOW MAG STD. DET. 404-1. WHEN A WATER LINE MUST BE A MINIMUM OF 2' BELOW THE SEWER OR RECLAIMED WATER LINE AND EXTRA PROTECTION IS REQUIRED. PROTECTION FOR THE SEWER MAIN SHOULD BE CONSTRUCTED WITH MECHANICAL JOINT OR RESTRAINED JOINT DUCTILE IRON PIPE FOR A DISTANCE OF TEN FEET ON BOTH SIDES OF THE WATER MAIN. A FULL LENGTH OF DIP WILL BE CENTERED OVER/UNDER THE WATER MAIN. WHEN DIP IS NOT USED FOR THE SEWER MAIN, BOTH THE WATER AND SEWER LINES WILL BE ENCASED IN CONCRETE FOR A LENGTH OF 10' ON BOTH SIDES OF THE CROSSING, PER MAG STD. DET. 404-2. REFER TO MAG STD. DET. 404-1 REGARDING FORCE MAINS. ALL ENCASEMENTS REQUIRE REBARD AND CLASS "C" CONCRETE.
10. GATE VALVES SHALL BE RESILIENT SEATED IN ACCORDANCE WITH EPCOR'S "WATER MATERIAL SPECIFICATIONS" AND MAG SEC. 630.3.
11. VALVE SUPPORTS SHALL BE IN ACCORDANCE WITH MAG STD. DET. 301.
12. VALVE BOXES SHALL BE IN ACCORDANCE WITH MAG STD. DET. 391-1, TYPE C. NOTE: VALVE BOX LIDS USED IN CITY OF SURPRISE SHALL BE BINGHAM & TAYLOR, MODEL #CUL5LHVTSK4WCL35
13. WATER VALVE DEBRIS CAPS: DEBRIS CAPS ARE REQUIRED WHEN WATER VALVES ARE CONSTRUCTED WITHIN 2 FEET OF THE EDGE OF GUTTER, IN AREAS THAT ARE UNPAVED, AND AREAS PRONE TO FLOODING. VALVES SHOULD BE SET 2-TENTHS ABOVE FINISH GRADE IN ALL UNPAVED AREAS. CONCRETE COLLAR WITH CARSONITE MARKER IS REQUIRED ON ALL VALVE LOCATIONS OUTSIDE OF RIGHT-OF-WAY.
14. CONCRETE THRUST BLOCKS SHALL BE IN ACCORDANCE WITH MAG. STD. DET. 380. THRUST BLOCKS ARE NOT ALLOWED IN RIGHT-OF-WAYS (ROWS). RESTRAINED JOINTS PER MAG STD. DET. 303-1 & 2 SHALL BE USED IN ROWS IN PLACE OF CONCRETE THRUST BLOCKS. 90-DEGREE FITTINGS ARE NOT ALLOWED IN ROW'S, BUT MAY BE USED IN OTHER AREAS AS APPROVED BY EPCOR.
15. FIELD LOCK GASKETS ARE NOT ALLOWED.
16. WATER SERVICES 2 INCHES AND SMALLER SHALL BE IN ACCORDANCE WITH EPCOR STD. DET. 342-2.
17. FIRE HYDRANTS LOCATED ON "DEAD END" WATER MAINS SHALL HAVE A BLOW-OFF, IN ACCORDANCE WITH EPCOR STD. DET. 390-1, INSTALLED AT THE END OF THE WATER MAIN.
18. HYDRANT COATING: "SAFETY YELLOW". COMPLETE HYDRANT PREPARATION PRIOR TO INSPECTION FOR PAINTING. INSPECTION IS ALSO REQUIRED AFTER PAINTING FOR CONTRACTOR TO RECEIVE FINAL ACCEPTANCE.
19. PUMPER NOZZLE SHALL BE ORIENTED TO PROVIDE BEST ACCESSIBILITY FOR FIRE TRUCK. ALL HYDRANT PORTS MUST BE LUBRICATED WITH A FOOD-GRADE LUBRICANT, OR NSF 60 PRODUCT.
20. FIRE HYDRANTS SHALL BE IN ACCORDANCE WITH EPCOR STD. DET. 360-1 OR 360-2 AS INDICATED ON THE PLAN. IN MOHAVE COUNTY, FIRE HYDRANTS SHALL BE IN ACCORDANCE WITH EPCOR STD. DET. 360-2.
21. RECLAIMED WATERLINES SHALL BE INSTALLED IN ACCORDANCE WITH MAG SEC. 601, 610 AND 616. TESTING SHALL BE IN ACCORDANCE WITH MAG SEC. 610 AND 611 INCLUDING DISINFECTION/CHLORINATION. FINAL FLUSHING AND BACTERIOLOGICAL TESTING AS SPECIFIED IN MAG SEC 611.15 SHALL NOT REQUIRED.
22. ANY SHUTDOWN TO EPCOR'S SYSTEM REQUIRES A MINIMUM OF 48 HOURS NOTICE TO EPCOR'S INSPECTOR. SHUTDOWNS WILL ONLY BE ALLOWED ON TUESDAYS, WEDNESDAYS AND THURSDAYS. TIME RESTRICTIONS MAY ALSO APPLY.
23. CONCEALED PICK-HOLE MANHOLE COVERS: CONCEALED PICK-HOLE MANHOLE COVERS ARE REQUIRED WHEN THE EDGE OF THE MANHOLE COVERS ARE CONSTRUCTED WITHIN 3 FEET OF THE EDGE OF GUTTER, IN AREAS THAT ARE UNPAVED, AND AREAS PRONE TO FLOODING. MANHOLES SHOULD BE SET 2-TENTHS ABOVE FINISH GRADE IN ALL UNPAVED AREAS. CONCRETE COLLAR WITH CARSONITE MARKER IS REQUIRED IS REQUIRED ON ALL MANHOLE LOCATIONS OUTSIDE RIGHT-OF-WAY. CONCEALED PICK-HOLE MANHOLE COVERS ARE REQUIRED FOR ALL MANHOLES IN MOHAVE COUNTY.
24. WATER PRESSURE TESTING: ALL WATER LINES WILL BE TESTED PER MAG SEC. 610. 15. MODIFICATIONS TO THESE SPECIFICATIONS INCLUDE; THE TESTING TO BE AT A MINIMUM OF 200 PSI, HIGHER TESTING PRESSURES MAY BE REQUIRED IN CERTAIN CIRCUMSTANCES, AND LOSS/LEAKAGE CALCULATIONS WILL BE BASED UPON A MAXIMUM OF 1500-FEET, STARTING WITH THE SMALLEST DIAMETER PIPE.
25. THE CONTRACTOR IS REQUIRED TO UNIFORM SLOPE TEST ALL SEWER LINES BY VIDEO AND VACUUM TEST ALL MANHOLES IN ACCORDANCE WITH A.A.C. R18-9-E301. DEFLECTION TESTING SHALL BE PERFORMED PER MAG SEC. 615.11. TESTING DOCUMENTATION AND FLASH DRIVES SHALL BE SUBMITTED TO EPCOR DEVELOPMENT SERVICES PROJECT MANAGER FOR APPROVAL PRIOR TO ACCEPTANCE. ALL REQUIRED REPAIRS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE COORDINATED WITH EPCOR INSPECTORS.
26. SEWER TESTING: ALL SEWER MAINS AND LATERALS SHALL BE PRESSURE TESTED AND VIDEO TESTED. ALL SEWER MAINS SHALL BE MANDRILL TESTED.
27. WHEN USING MECHANICAL PLUGS TO TEST SEWER MAINS/MANHOLES CONTRACTOR MUST FOLLOW EPCOR STD. DET. 420.
28. IN MOHAVE COUNTY, SOLID SLEEVES ARE NOT ALLOWED AS A REMEDY TO FAILED PRESSURE TEST ON A NEW LINE.

BACKFLOW PREVENTION GENERAL NOTES:

1. BACKFLOW PREVENTION DEVICES: ALL LANDSCAPE AND COMMERICAL WATER SERVICES REQUIRE BACKFLOW PREVENTION DEVICES, MEETING THE REQUIREMENTS OF EPCOR. BACKFLOW DEVICES SHALL BE IN PLACE PRIOR TO METERS BEING SET. TESTING OF THE BACKFLOW DEVICES MAY BE COMPLETED AFTER THE INSTALLATION OF THE METER.
2. CONTACT UTILITY CROSS-CONNECTION SPECIALIST (BACKFLOW PREVENTION) AT (623) 445-2411 FOR APPROVED ASSEMBLY LIST, INSPECTIONS AND TESTING.
3. USE ONLY A UNIVERSITY OF SOUTHER CALIFORNIA FOUNDATION FOR CROSS-CONNECTION CONTROL AND HYDRAULIC RESEARCH (USC) APPROVED ASSEMBLY.
4. BACKFLOW PREVENTION ASSEMBLIES SHALL HAVE A CERTIFICATE OF APPROVAL ISSUED BY USC-FCCCHR, OR OTHER APPROVED THIRD-PARTY CERTIFYING ENTITY UNRELATED TO THE PRODUCT MANUFACTURER OF VENDOR, INACCORDANCE WITH AAC R18-4-215. ALL SSEMBLIES SHALL BE IN INSTALLED IN ACCORDANCE WITH EPCOR STANDARD DETAILS. NO ASSEMBLY SHALL BE PLACED IN SERVICE UNLESS IT HAS BEEN TESTED AND IS FUNCTIONING AS DESIGNED. A CERTIFIED TEST MUST BE SUBMITTED TO EPCOR CROSS CONNECTION SPECIALIST (BACKFLOW PREVENTION) FOR APPROVAL. APPROVAL OF WATER FACILITIES WILL NOT BE GRANTED PRIOR TO BACKFLOW PREVENTION APPROVAL.
5. LOCATE ASSEMBLY WITHIN 36 INCHES OF WATER METER UNLESS OTHERWISE DIRECTED BY UTILITY'S CROSS-CONNECTION SPECIALIST.
6. ALL PRESSURE VACUUM BREAKER ASSEMBLIES SHALL BE INSTALLED A MINIMUM OF 12 INCHES ABOVE ALL DOWNSTREAM PIPING AND OUTLETS.
7. USE LEAD FREE SOLDER ONLY.
8. CLEARENCES:
   8.1. WALL OR STRUCTURE: MINIMUM 36"
   8.2. ABOVE FINISH GRADE: MINIMUM 12" – MAXIMUM 24"
9. FIRE LINES: PROVIDE USAGE-TAMPER SWITCHES & WIRING TO ALARM SYSTEMS WHERE REQUIRED BY FIRE DEPARTMENT. NOTE: FIRE LINES LONGER THAN 75' REQUIRE BACKFLOW ASSEMBLY AT PROPERTY LINE OR EPCOR APPROVED LOCATION. SUCH FIRE LINES MUST HAVE BACKFLOW PREVENTION ASSEMBLIES WITH A METERED BYPASS.

APPROVAL PROCESS FOR BACKFLOW PREVENTION ASSEMBLIES:

1. ALL NEW BACKFLOW PREVENTION ASSEMBLIES (BPAS) SHALL BE TESTED AND FUNCTIONING AS DESIGNED PRIOR TO APPROVAL IN ACCORDANCE WITH AAC R184-4-215.
2. DEVELOPER/CONTRACTOR/CUSTOMER SHALL FORWARD PASSING TEST REPORT WITH REQUIRED BPA INFORMATION TO EPCOR CROSS CONNECTION SPECIALIST, MARKED PENDING APPROVAL.
3. EPCOR CROSS CONNECTION SPECIALIST (BACKFLOW PREVENTION) WILL NOTIFY DEVELOPER SERVICES THAT AN APPROVED BACKFLOW PREVENTION ASSEMBLY TEST HAS BEEN RECIEVED, AND THIS PROJECT IS READY FOR AN APPROVAL INSPECTION.
4. A CONSTRUCTION INSPECTOR THEN SCHEDULES AN APPROVAL INSPECTION WITH THE DEVELOPER/CONTRACTOR/CUSTOMER.
5. EPCOR CONSTRUCTION INSPECTOR CONFIRMS PRESENCE OF BPA, AND CONFIRMS PROPER INSTALLATION GUIDELINES HAVE BEEN FOLLOWED.
6. BACKFLOW PREVENTION APPROVAL PROCESS COMPLETE.
7. APPROVAL MAY BE GRANTED PROVIDED ALL OTHER REQUIRED OPERATION INSPECTION ITEMS HAVE NO DEFICIENCIES.

MARICOPA WATER DISTRICT GENERAL NOTES

1. CONTRACTOR SHALL NOTIFY MARICOPA WATER DISTRICT IN WRITING AT LEAST 72 HOURS IN ADVANCE OF ANY CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING AND COORDINATING WITH MWD FOR THE INSPECTION OF ALL CONSTRUCTION WORK WITHIN MWD'S EASEMENT AND/OR RIGHT-OF-WAY. NOTICE MUST BE GIVEN TO MWD A MINIMUM OF 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION THAT WILL REQUIRE FIELD INSPECTION OR APPROVAL. PLEASE CONTACT MWD'S ENGINEERING DEPARTMENT AT (623) 546-8266.
3. ALL CONSTRUCTION WORK WITHIN MWD'S EASEMENT AND/OR RIGHT-OF-WAY IS SUBJECT TO INSPECTION AND APPROVAL BY MWD. CONSTRUCTION WORK CONCEALED WITHOUT INSPECTION BY MWD SHALL BE SUBJECT TO EXPOSURE AT THE CONTRACTOR'S EXPENSE.
4. AS-BUILT PLANS SHALL BE PROVIDED TO MWD UPON COMPLETION OF THIS PROJECT.

MCESD GENERAL NOTES

1. ALL PIPES, FITTINGS, VALVES, FIRE HYDRANTS AND OTHER APPURTENANCES SHALL CONFORM TO CURRENT AWWA, ASTM, AND NSF STANDARDS (EB 10, CHAP. 7, SECT B).

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In Maricopa County: (602) 263-1100

Registered Professional Engineer (Civil)
CERTIFICATE NO.
73864
RYAN
MARKS
Date Signed 01/13/26
ARIZONA, U.S.A.

GENERAL NOTES

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS

DR: BPB	DES: RSM	CK: RSM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			5	31

NO.	DESCRIPTION	REV BY	CKD BY	DATE
	REVISION BY CITY OF SURPRISE			

NO.	DESCRIPTION	REV BY	CKD BY	DATE
	REVISION BY CITY OF SURPRISE			

NO.	DESCRIPTION	REV BY	CKD BY	DATE
	REVISION BY CITY OF SURPRISE			

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CADD\12-SHEETS\ROADWAY\091863052_GN03.DWG | LOGG, LOGAN | 1/13/2026

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	6	31	

Kimley»Horn
1661 E. CAMELBACK RD
SUITE 400
PHOENIX, AZ 85016
PHONE: 602-944-5500
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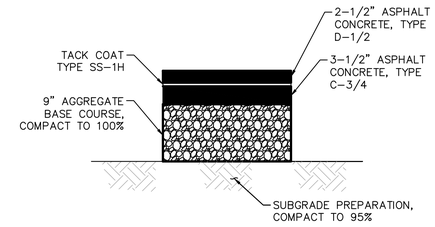
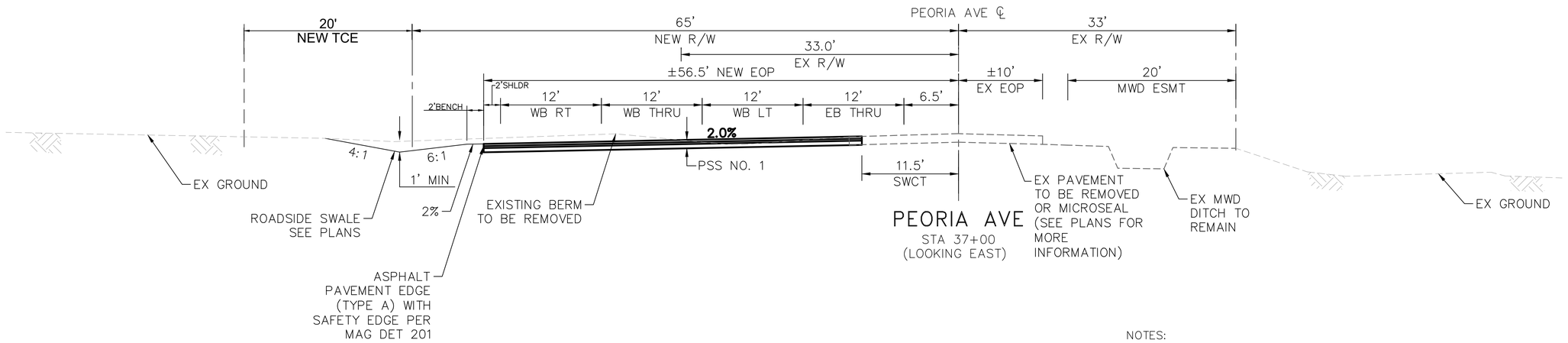


TOTAL THICKNESS = 15"

PAVEMENT STRUCTURAL SECTION NO 1



NOTES:

1. LANE WIDTHS VARY – SEE SIGNING & MARKING PLANS FOR LANE WIDTH INFORMATION.
2. CROSS SLOPES VARY – SEE PAVING PLANS FOR ADDITIONAL CROSS SLOPE INFORMATION.
3. NEW RIGHT-OF-WAY AND EASEMENTS VARY – SEE PAVING PLANS FOR ADDITIONAL INFORMATION

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ARIZONA, USA

TYPICAL SECTIONS

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS

DR: LL	DES: RSM	CK: RSM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			6	31

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

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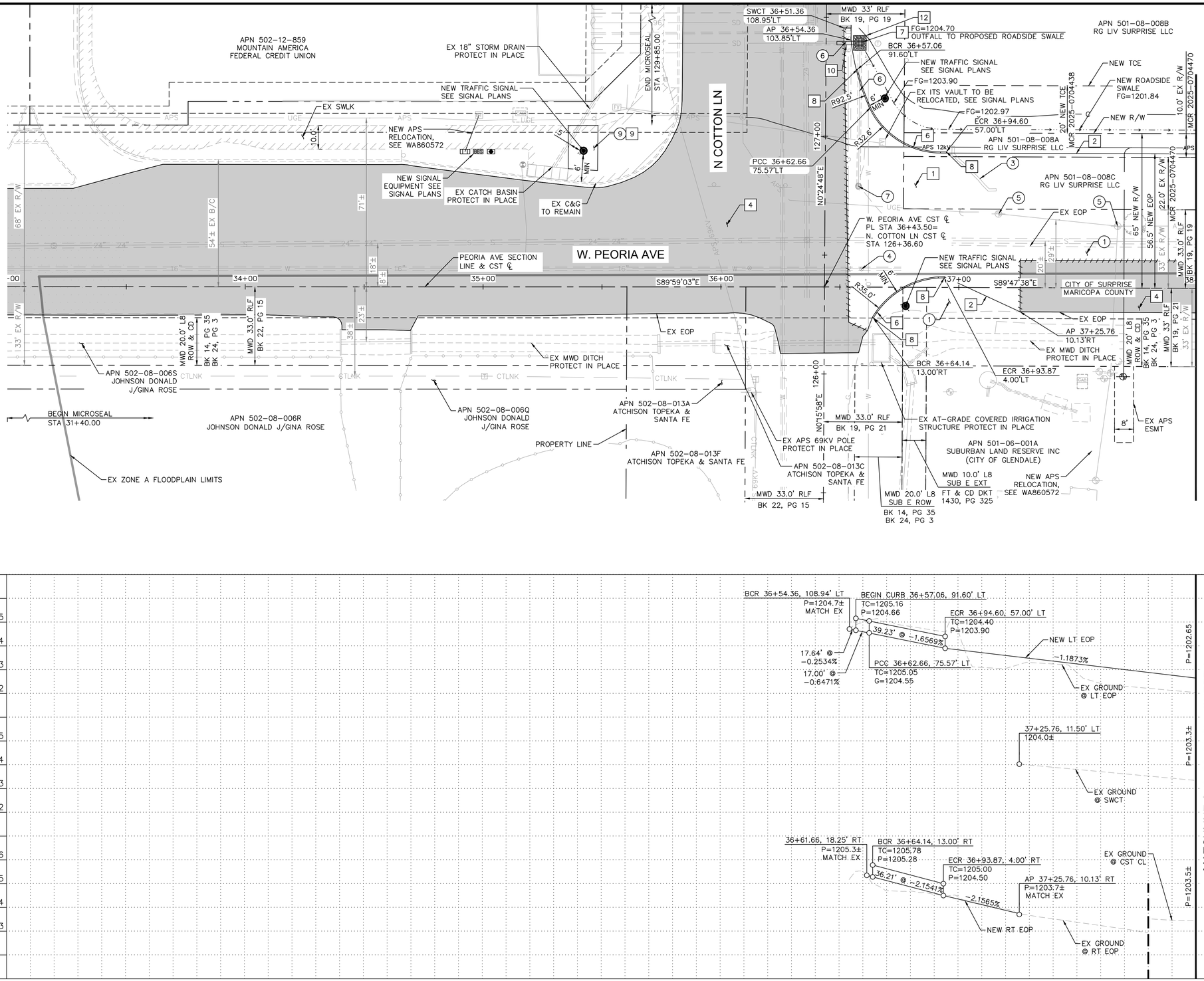


F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	7	31	

Kimley»Horn
1661 E. CAMELBACK RD
SUITE 400
PHONEIX, AZ 85016
PHONE: 602-944-5500
FAX: 602-944-7423
www.kimley-horn.com

CONSTRUCTION NOTES

NO.	DESCRIPTION	QTY	UNIT
1	PAVEMENT STRUCTURAL SECT NO. 1 SEE SHEET 6	917	SY
2	ASPHALT PAVEMENT EDGE (TYPE A) WITH SAFETY EDGE MAG DTL 201	–	NPI
4	MICROSEAL	5155	SY
6	CONCRETE SINGLE CURB PER MAG DTL 222 TYPE A	93	LF
7	NEW CATCH BASIN PER MAG DTL 535	1	EA
8	CURB TERMINATION PER MAG 222	–	NPI
9	CONCRETE SIDEWALK, MAG DET 230	230	SF
10	15" RGRCP, MATCH EXISTING	8	LF
12	DUMPED RIP RAP D50=6", 2' THICK	1	CY

REMOVAL & RELOCATION NOTES

NO.	DESCRIPTION	QTY	UNIT
(1)	REMOVE EX AC PAVEMENT	349	SY
(3)	REMOVE EX WALL	29	LF
(4)	ADJUST VALVE TO GRADE PER MAG DET 391	1	EA
(5)	REMOVE EX APS POLE	–	–
(6)	REMOVE EX PIPE, BACKFILL & COMPACT	66	LF
(7)	REMOVE EX CATCH BASIN	1	EA
(9)	REMOVE & DISPOSE EXISTING CONCRETE SIDEWALKS, DRIVEWAYS, & SLABS	230	SF

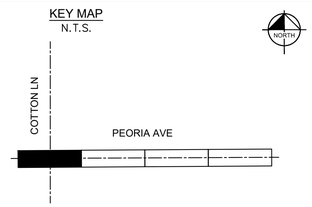
SHEET NOTES

1. ALL OFFSETS ARE MEASURED TO THE EDGE OF PAVEMENT OR THE BACK OF CURB, WHERE APPLICABLE

SHEET REFERENCES

1. SEE SHEET 13 FOR SIGNING & MARKING PLANS
2. SEE SHEET 17 FOR TRAFFIC SIGNAL PLANS

KEY MAP
N.T.S.



GRAPHIC SCALE IN FEET
0 10 20 40

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ARIZONA, USA

PEORIA AVE PAVING PLAN AND PROFILE

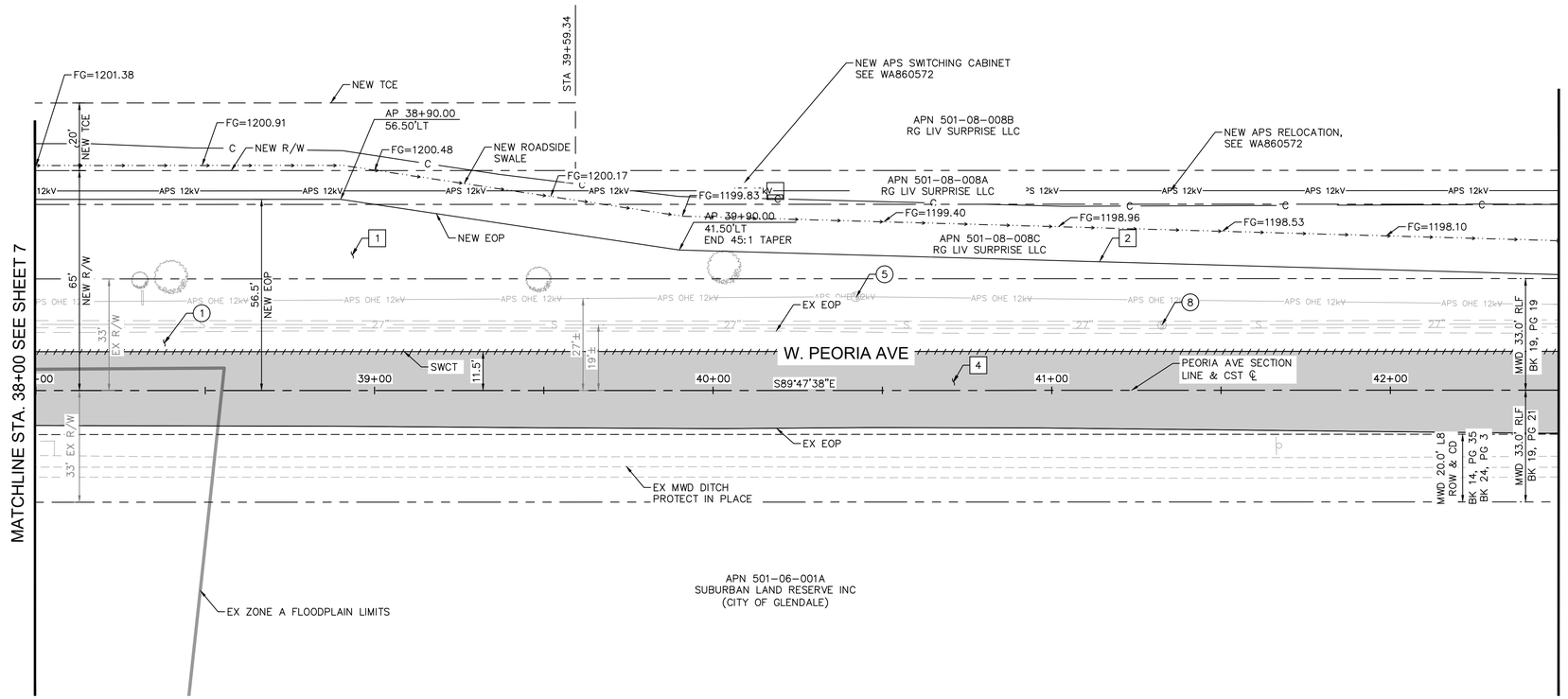
SURPRISE
ARIZONA

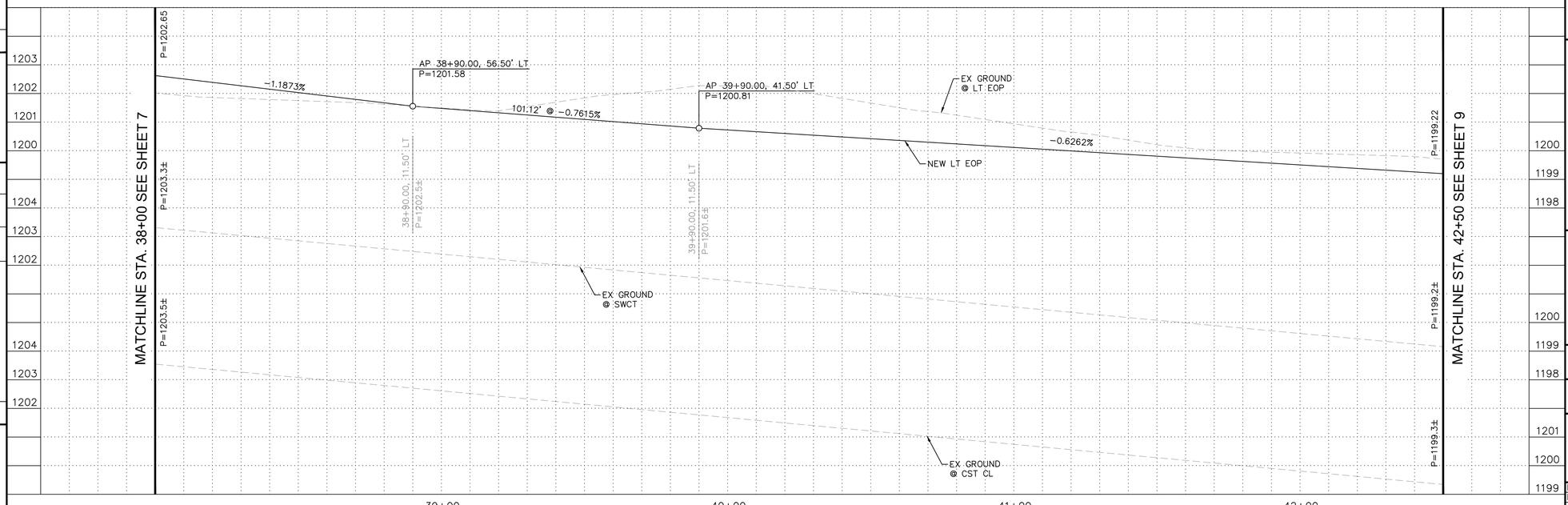
COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS
STA 33+00 TO STA 38+00

DR: LL	DES: RSM	CK: RSM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: 1"=20' (H) 1"=2' (V)			7	31

NO.	DESCRIPTION	REV BY	CK'D BY	DATE

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CADD\12-SHEETS\ROADWAY\091863052_PL01.DWG | LOGG, LOGAN | 1/13/2026





F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	8	31	

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CONSTRUCTION NOTES

NO.	DESCRIPTION	QTY	UNIT
1	PAVEMENT STRUCTURAL SECT NO. 1 SEE SHEET 6	1628	SY
2	ASPHALT PAVEMENT EDGE (TYPE A) WITH SAFETY EDGE MAG DTL 201	–	NPI
4	MICROSEAL	1136	SY

REMOVAL & RELOCATION NOTES

NO.	DESCRIPTION	QTY	UNIT
(1)	REMOVE EX AC PAVEMENT	286	SY
(5)	REMOVE EX APS POLE	–	–
(8)	ADJUST MANHOLE TO GRADE PER MAG DET 422	1	EA

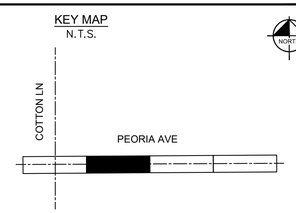
SHEET NOTES

1. ALL OFFSETS ARE MEASURED TO THE EDGE OF PAVEMENT OR THE BACK OF CURB, WHERE APPLICABLE

SHEET REFERENCES

1. SEE SHEET 13 FOR SIGNING & MARKING PLANS

KEY MAP
N.T.S.



GRAPHIC SCALE IN FEET
0 10 20 40

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Registered Professional Engineer (Civil)
CERTIFICATE NO.
73864
RYAN
MARKS
Date Signed 01/31/26
ARIZONA, U.S.A.

PEORIA AVE PAVING PLAN AND PROFILE

SURPRISE
ARIZONA

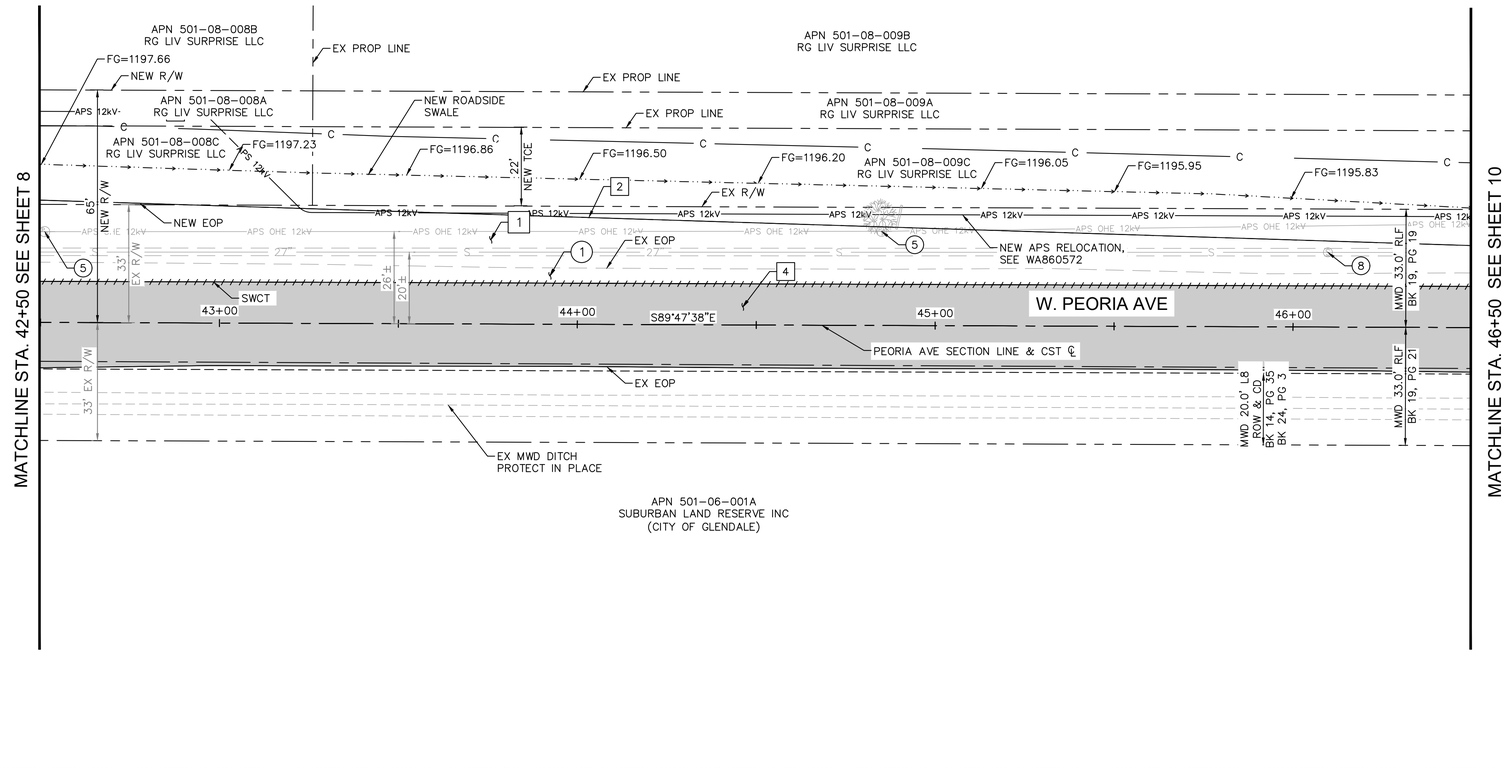
COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS
STA 38+00 TO STA 42+50

DR: LL	DES: RSM	CK: RSM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: 1"=20' (H) 1"=2' (V)			8	31

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

K:\PHX_ROADWAY\091863052 - INTERM PEORIA AVE-COTTON LN\CADD\12-SHEETS\ROADWAY\091863052_PL02.DWG | LOGG: LOGAN | 1/13/2026



F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	9	31	

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CONSTRUCTION NOTES

NO.	DESCRIPTION	QTY	UNIT
1	PAVEMENT STRUCTURAL SECT NO. 1 SEE SHEET 6	757	SY
2	ASPHALT PAVEMENT EDGE (TYPE A) WITH SAFETY EDGE MAG DTL 201	–	NPI
4	MICROSEAL	1045	SY

REMOVAL & RELOCATION NOTES

NO.	DESCRIPTION	QTY	UNIT
(1)	REMOVE EX AC PAVEMENT	193	SY
(5)	REMOVE EX APS POLE	–	–
(8)	ADJUST MANHOLE TO GRADE PER MAG DET 422	1	EA

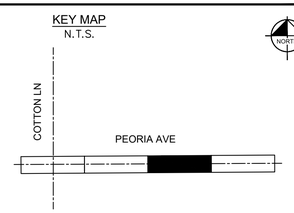
SHEET NOTES

1. ALL OFFSETS ARE MEASURED TO THE EDGE OF PAVEMENT OR THE BACK OF CURB, WHERE APPLICABLE

SHEET REFERENCES

1. SEE SHEET 14 FOR SIGNING & MARKING PLANS

KEY MAP
N.T.S.



GRAPHIC SCALE IN FEET
0 10 20 40

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Registered Professional Engineer (Civil)
CERTIFICATE NO.
73864
RYAN
MARKS
Date Signed 01/31/26
ARIZONA, U.S.A.

PEORIA AVE PAVING PLAN AND PROFILE

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS
STA 42+50 TO STA 46+50

DR: LL	DES: RSM	CK: RSM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: 1"=20' (H) 1"=2' (V)			9	31

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

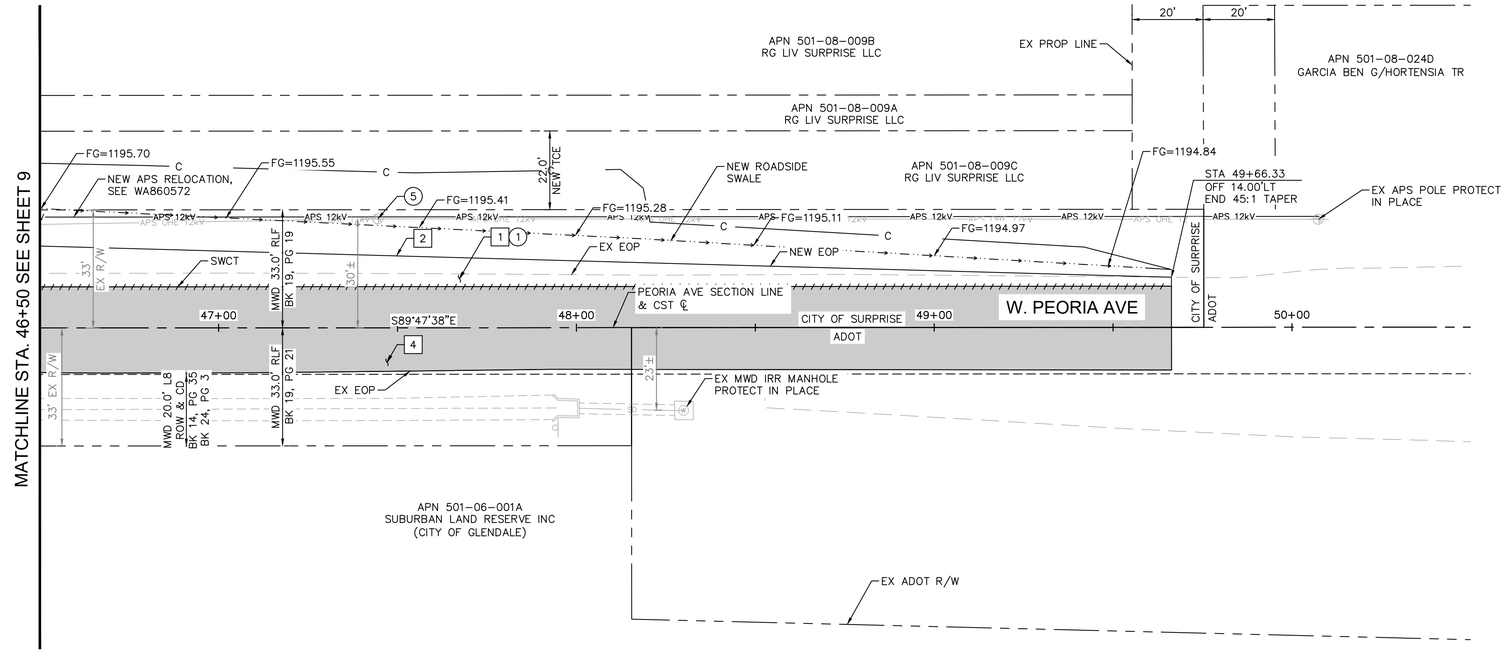
NO.	DESCRIPTION	REV BY	CKD BY	DATE

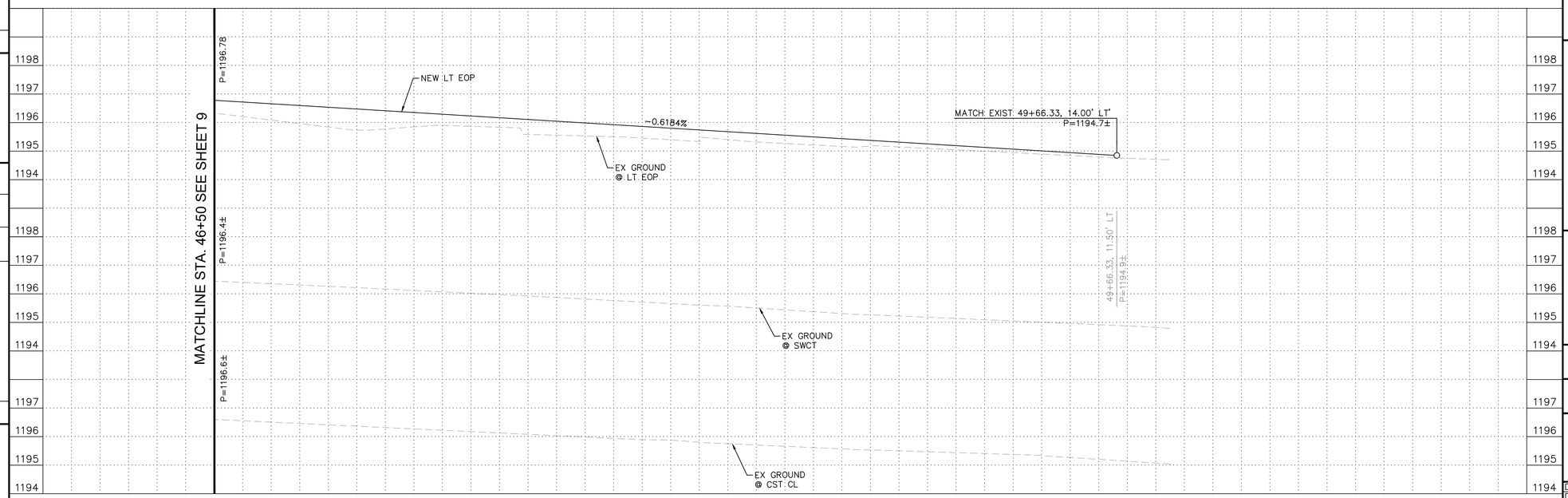
REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

K:\PHX_ROADWAY\091863052 – INTERIM PEORIA AVE–COTTON LN\CADD\12–SHEETS\ROADWAY\091863052_PL03.DWG | LOGG: LOGAN | 1/13/2026





F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	10	31	

Kimley»Horn
1661 E. CAMELBACK RD
SUITE 400
PHONEIX, AZ 85016
PHONE: 602-944-5500
FAX: 602-944-7423
www.kimley-horn.com

CONSTRUCTION NOTES

NO.	DESCRIPTION	QTY	UNIT
1	PAVEMENT STRUCTURAL SECT NO. 1 SEE SHEET 6	244	SY
2	ASPHALT PAVEMENT EDGE (TYPE A) WITH SAFETY EDGE MAG DTL 201	–	NPI
4	MICROSEAL	827	SY

REMOVAL & RELOCATION NOTES

NO.	DESCRIPTION	QTY	UNIT
(1)	REMOVE EX AC PAVEMENT	115	SY
(5)	REMOVE EX APS POLE	–	–

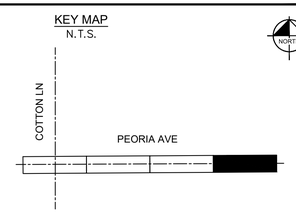
SHEET NOTES

1. ALL OFFSETS ARE MEASURED TO THE EDGE OF PAVEMENT OR THE BACK OF CURB, WHERE APPLICABLE

SHEET REFERENCES

1. SEE SHEET 14 FOR SIGNING & MARKING PLANS

KEY MAP
N.T.S.



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RYAN
MARKS
Date Signed 01/13/26
ARIZONA, USA

PEORIA AVE PAVING PLAN AND PROFILE

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS
STA 46+50 TO STA 50+50

DR: LL	DES: RSM	CK: RSM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: 1"=20' (H) 1"=2' (V)			10	31

NO.	REVISION BY CITY OF SURPRISE DESCRIPTION	REV BY	CKD BY	DATE

K:\PHX_ROADWAY\091863052 – INTERM PEORIA AVE-COTTON LN\CADD\12-SHEETS\ROADWAY\091863052_PL04.DWG | LOGG. LOGAN | 1/13/2026

CITY OF SURPRISE GENERAL SIGNING & PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKING, SIGNING AND CONSTRUCTION SHALL CONFORM TO THE LATEST EDITIONS OF THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD DRAWINGS AND SPECIFICATIONS, ADOT SIGNING AND MARKING STANDARD DRAWINGS, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND CITY OF SURPRISE ENGINEERING DEVELOPMENT STANDARDS UNLESS OTHERWISE NOTED IN THE SPECIAL PROVISIONS OR THESE PLANS.
2. CITY SHALL FIELD INSPECT ALL SIGNS AND MARKINGS FOR FIELD ADJUSTMENT, PRIOR TO INSTALLATION AND FINAL ACCEPTANCE.
3. ALL MEASUREMENTS SHALL BE TAKEN FROM THE EDGE OF PAVEMENT.
4. ALL SIGNS THAT ARE REMOVED AND NOT REINSTALLED SHALL BE SALVAGED AND DELIVERED TO THE CITY MAINTENANCE YARD SHOP AT 13775 W. CACTUS, SURPRISE, AZ.
5. THE CONTRACTOR SHALL FURNISH AND INSTALL STREET NAME SIGN BRACKETS AND HARDWARE.
6. THE SIGN LOCATIONS AND QUANTITIES FOR POST LENGTHS ARE APPROXIMATE. THE CONTRACTOR SHALL SPOT MARK THE SIGN LOCATIONS, VERIFY THE ACTUAL POST LENGTHS, AND CONTACT THE CITY TRAFFIC ENGINEER OR DESIGNEE FOR INSPECTION PRIOR TO INSTALLING SIGNS. NO FOUNDATIONS, POSTS, OR SIGN PANELS SHALL BE INSTALLED WITHOUT FINAL APPROVAL FROM THE CITY TRAFFIC ENGINEER OR DESIGNEE.
7. THE CONTRACTOR SHALL NOT OVERLAY THE SIGN PANELS.
8. THE SIGN LOCATIONS SHOWN ON THESE PLANS MAY BE MODIFIED AS DIRECTED BY THE CITY TRAFFIC ENGINEER OR DESIGNEE. ANY SIGNS INSTALLED BEFORE LAYOUT INSPECTION SHALL BE REMOVED AND REINSTALLED AT THE CONTRACTOR'S EXPENSE.
9. ALL EXISTING PAVEMENT MARKINGS WHICH CONFLICT WITH PROPOSED MARKINGS SHALL BE REMOVED BY WATERBLASTING, OR CITY APPROVED METHODS, PRIOR TO THE INSTALLATION OF NEW PAVEMENT MARKINGS. REMOVALS SHALL BE TO THE SATISFACTION OF THE CITY.
10. ANY DAMAGE TO THE PAVEMENT CAUSED BY PAVEMENT MARKING REMOVAL SHALL BE REPAIRED BY METHODS ACCEPTABLE TO CITY CIVIL INSPECTION PERSONNEL. WHEN ASPHALT SLURRY IS USED TO REPAIR DAMAGE TO THE PAVEMENT CAUSED BY PAVEMENT MARKING REMOVAL THE ASPHALT SLURRY SHALL BE PLACED PARALLEL TO THE NEW DIRECTION OF TRAVEL AND SHALL BE AT LEAST TWO (2) FEET IN WIDTH.
11. AT THE COMPLETION OF THE PAVEMENT SURFACE EACH DAY, THE CONTRACTOR SHALL STRIPE CENTER LINES, LANE LINES, AND STOP BARS WITH ONE APPLICATION OF TEMPORARY REFLECTORIZED TRAFFIC PAINT AT THE LOCATIONS OF FINAL STRIPING, PER CITY OF SURPRISE DETAIL 4–20I. THIRTY (30) DAYS AFTER TEMPORARY STRIPING IS PLACED, THE CONTRACTOR SHALL INSTALL FINAL PAVEMENT MARKINGS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT AND INSTALLATION OF PAVEMENT MARKINGS ON THE FINAL SURFACE COURSE FOLLOWING CONTROL POINTS THAT HAVE BEEN SET. CONTROL POINTS SHALL BE NO MORE THAN FIFTY (50) FEET APART ALONG THE ALIGNMENT TO BE STRIPED.
13. THE CONTRACTOR SHALL CONTACT THE CITY TRAFFIC ENGINEER OR DESIGNEE FOR INSPECTION OF TEMPORARY STRIPING AND/OR CONTROL POINTS PRIOR TO APPLICATION OF FINAL MARKINGS. ANY FINAL PAVEMENT MARKING APPLIED BEFORE INSPECTION SHALL BE REMOVED AND REAPPLIED AT THE CONTRACTOR'S EXPENSE.
14. THE FINAL PAVEMENT MARKINGS SHOWN ON THESE PLANS MAY BE MODIFIED AS DIRECTED BY THE CITY TRAFFIC ENGINEER OR DESIGNEE.
15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE FINAL SURFACE COURSE IS PLACED SO THAT THE STRIPING IS OFFSET ONE (1) FOOT CLEAR OF THE CONSTRUCTION JOINT, UNLESS OTHERWISE DIRECTED BY THE CITY TRAFFIC ENGINEER OR DESIGNEE.
16. THE DIMENSIONS SHOWN TO PAVEMENT STRIPING ARE TO THE CENTER OF THE STRIPING OR IN THE CASE OF DOUBLE STRIPING THE CENTER OF THE DOUBLE STRIPE.
17. THE CONTRACTOR SHALL CLEAN THE ROADWAY SURFACE TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER OR DESIGNEE, BY SWEEPING AND AIR JET BLOWING, IMMEDIATELY PRIOR TO THE PLACEMENT OF ALL PAVEMENT MARKINGS. THE ROADWAY SURFACE SHALL BE DRY PRIOR TO APPLICATION.
18. ALL FINAL LANE MARKINGS AND CHEVRONS SHALL BE 60 MIL (0.060 INCH) THICK HOT–SPRAYED THERMOPLASTIC REFLECTORIZED STRIPING PLACED THIRTY (30) DAYS AFTER COMPLETION OF THE FINAL PAVEMENT SURFACE. ALL OTHER MARKINGS SHALL BE APPLIED AT THE SAME TIME.
19. ALL FINAL STOP BARS, CROSSWALK LINES, AND PAVEMENT ARROWS AND SYMBOLS SHALL BE WHITE 90 MIL (0.090 INCH) THICK ALKYD EXTRUDED THERMOPLASTIC REFLECTORIZED MARKINGS AND PLACED THIRTY (30) DAYS AFTER COMPLETION OF THE FINAL PAYMENT SURFACE.
20. THE CONTRACTOR SHALL PRESERVE ALL ROADWAY PERMANENT SIGNING, OBJECT MARKERS AND DELINEATORS. THE CONTRACTOR SHALL REPLACE AT NO ADDITIONAL COST TO THE CITY, PERMANENT SIGNING, OBJECT MARKERS AND DELINEATORS DAMAGED DURING THE ROADWAY CONSTRUCTION ACTIVITIES.
21. THE PAVEMENT MARKING DRAWINGS MAY BE SCHEMATIC. THE CONTRACTOR SHALL FOLLOW DIMENSIONS SHOWN ON THE PLANS AND STANDARD DETAILS WHEN INSTALLING PAVEMENT MARKINGS THAT ARE NOT DRAWN TO SCALE.
22. ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE ON THE PLANS.
23. A DOUBLE–SIDED BLUE RAISED PAVEMENT MARKER SHALL BE INSTALLED AT EACH FIRE HYDRANT LOCATION PER MAG DETAIL 122.
24. RAISED PAVEMENT MARKERS (RPM'S) SHALL BE INSTALLED PER ADOT STD. DWG. M–19 WITH BITUMINOUS ADHESIVE WHICH IS ON THE ADOT APPROVED PRODUCTS LIST.
25. SIGNING AND STRIPING SHALL BE INSTALLED SIMULTANEOUSLY. STRIPING SHALL NOT BE PLACED IF ASSOCIATED SIGNING CANNOT BE INSTALLED.

WHITE PAVEMENT MARKINGS:

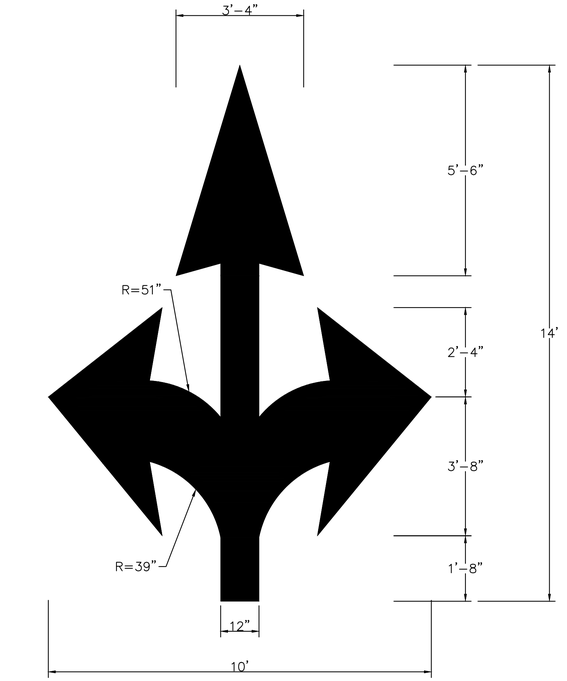
8SW	8" SOLID WHITE LINE	
12SW	12" SOLID WHITE LINE	
24SW	24" SOLID WHITE LINE	
8SW20	8" SOLID WHITE LINE TYPE 'G' RPM, 20' SPACING SEE COS DETAIL 4–19	
4SW40	4" SOLID WHITE LINE TYPE 'G' RPM, 40' SPACING SEE COS DETAIL 4–19	

RAISED PAVEMENT MARKER (RPM) TYPES:

- TYPE G CLEAR, ONE SIDED MARKER (REFLECTIVE)
- TYPE D YELLOW, TWO–SIDED MARKER (REFLECTIVE)
- TYPE BB BLUE, TWO–SIDED MARKER (REFLECTIVE)

YELLOW PAVEMENT MARKINGS:

4DY40	4" DOUBLE YELLOW LINE TYPE 'D' RPM, 40' SPACING SEE DETAIL 4–19	
4SBYM	4" DOUBLE YELLOW LINE, ONE SOLID, ONE BROKEN WITH A 10' LINE SEGMENT AND A 30' GAP WITH TYPE 'D' RPMs @ 20' SPACING (SOLID) AND TYPE 'D' RPMs @ 40' SPACING (BROKEN)	
4DTY12	4" DOTTED YELLOW LINE WITH A 2' LINE SEGMENT AND A 4' GAP WITH TYPE 'D' RPMs @ 12' SPACING	



A — PAVEMENT MARKING MULTI-DIRECTION ARROW DETAIL NTS

W20–101 (ADOT MOAS)
36"X36"
YELLOW (RETROREFLECTIVE)
W/TYPE B FLASHING WARNING LIGHT
AND TWO(2) FLAGS

GENERAL NOTES:

1. SIGNS REQUIRED ON ALL APPROACHES TO THE SIGNALIZED INTERSECTION.
2. 800' MINIMUM ADVANCED WARNING DISTANCE MAY BE ADJUSTED BY THE TRAFFIC SIGNAL INSPECTOR.
3. SIGNS SHALL REMAIN IN PLACE FOR 30 DAYS AFTER TRAFFIC SIGNAL HAS BEEN ENERGIZED AND OPERATIONAL. CONTRACTOR SHALL REMOVE AND SALVAGE ALL ADVANCE WARNING SIGNS.

B — ADVANCE WARNING SIGN DETAIL FOR NEW SIGNAL INSTALLATION NTS

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS–BUILT
9	ARIZ	P65400	11	31	

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Registered Professional Engineer — 78386 — Sarah Montgomery — Date Signed 01/13/26 — ARIZONA, U.S.A.

SIGNING AND MARKING GENERAL NOTES

SURPRISE ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS

DR: CJK	DES: SJM	CK: TMM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			11	31

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

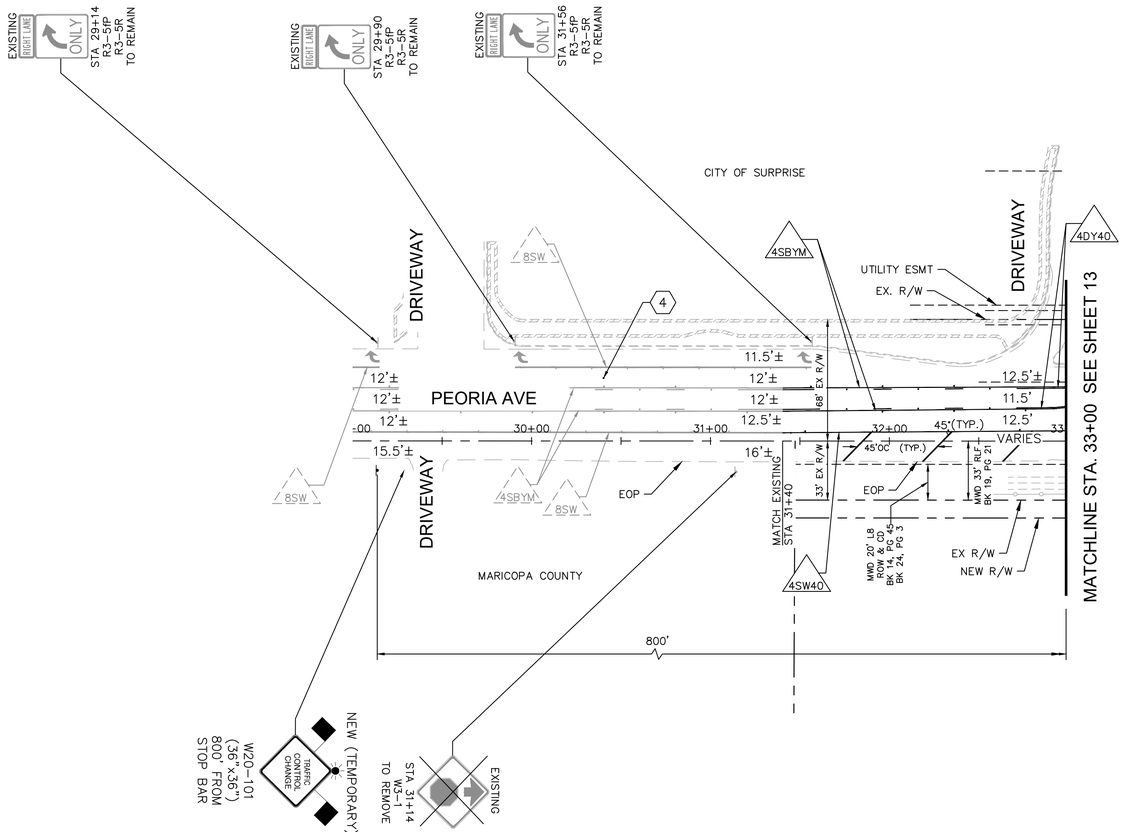
REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

K:\PHX_ROADWAY\091863052 – INTERIM PEORIA AVE–COTTON LN\CADD\12–SHEETS\TRAFFIC\SM00.DWG | MONTGOMERY, SARAH | 1/13/2026



F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	12	31	

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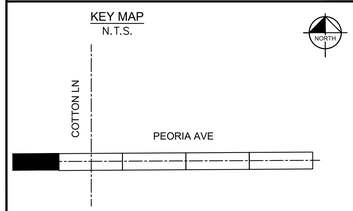
CONSTRUCTION NOTES

NO.	DESCRIPTION	QTY	UNIT
4	INSTALL TYPE BB RPM PER MAG STD DTL 122	1	EA

KEY MAP
N.T.S.



GRAPHIC SCALE IN FEET
0 20 40 80

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Registered Professional Engineer (Civil)
78386
Sarah
Montgomery
Date Signed 01/13/26
ARIZONA, U.S.A.

SIGNING & MARKING PLAN

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS
STA 29+00 TO STA 33+00

DR: CJK	DES: SJM	CK: TMM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: 1" = 40'			12	31

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

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REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

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F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	13	31	

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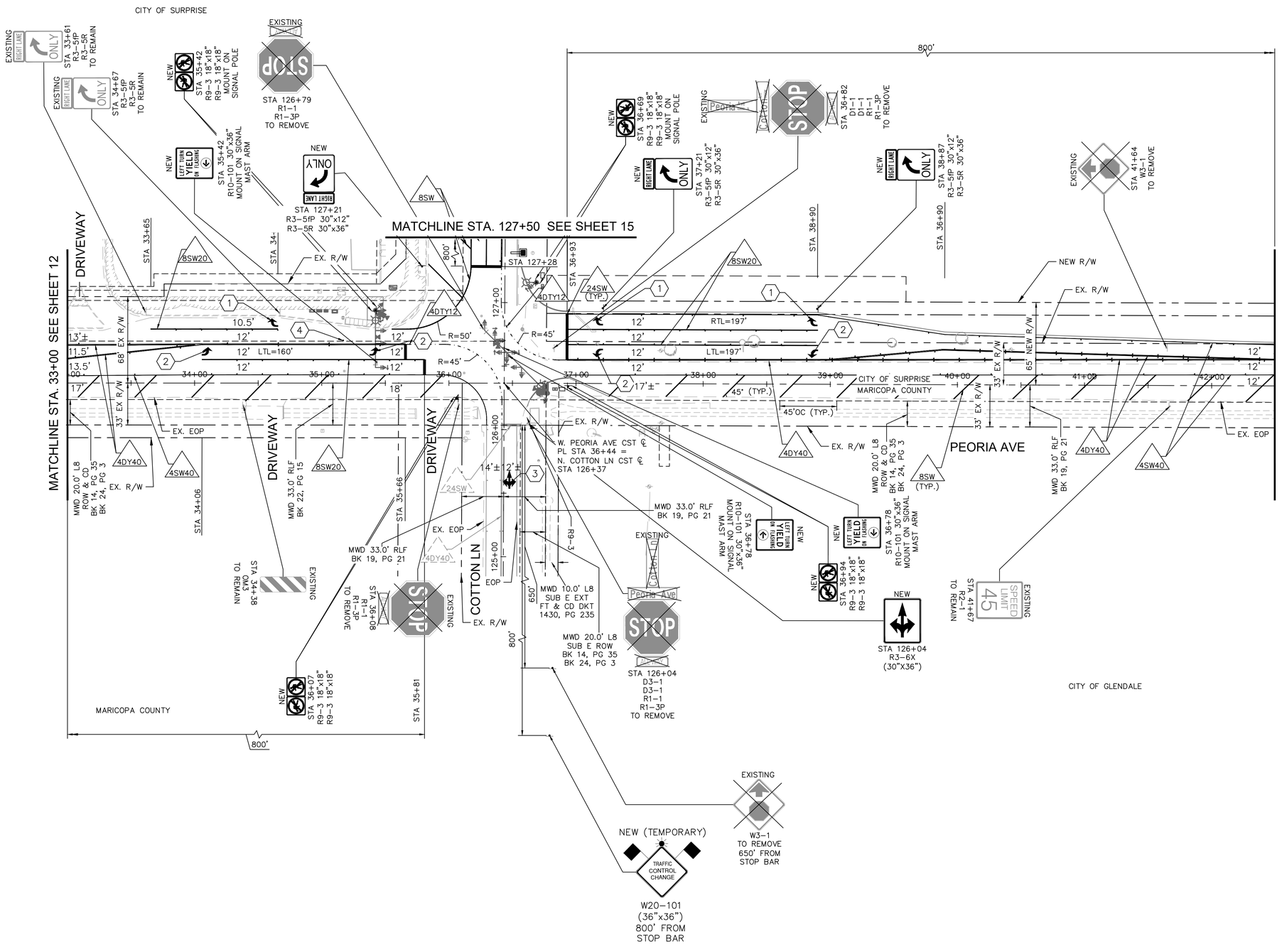
NORTH

CONSTRUCTION NOTES

NO.	DESCRIPTION	QTY	UNIT
1	INSTALL RIGHT TURN ARROW PER COS STD DTL 4-20A	3	EA
2	INSTALL LEFT TURN ARROW PER COS STD DTL 4-20A AND 4-20G	4	EA
3	INSTALL PAVEMENT MARKING ARROW PER STANDARD DETAIL A ON SHEET 11	1	EA
4	INSTALL TYPE BB RPM PER MAG STD DTL 122	1	EA



KEY MAP
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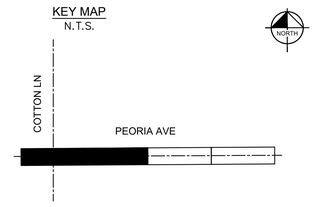

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Sarah
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ARIZONA, U.S.A.

SIGNING & MARKING PLAN

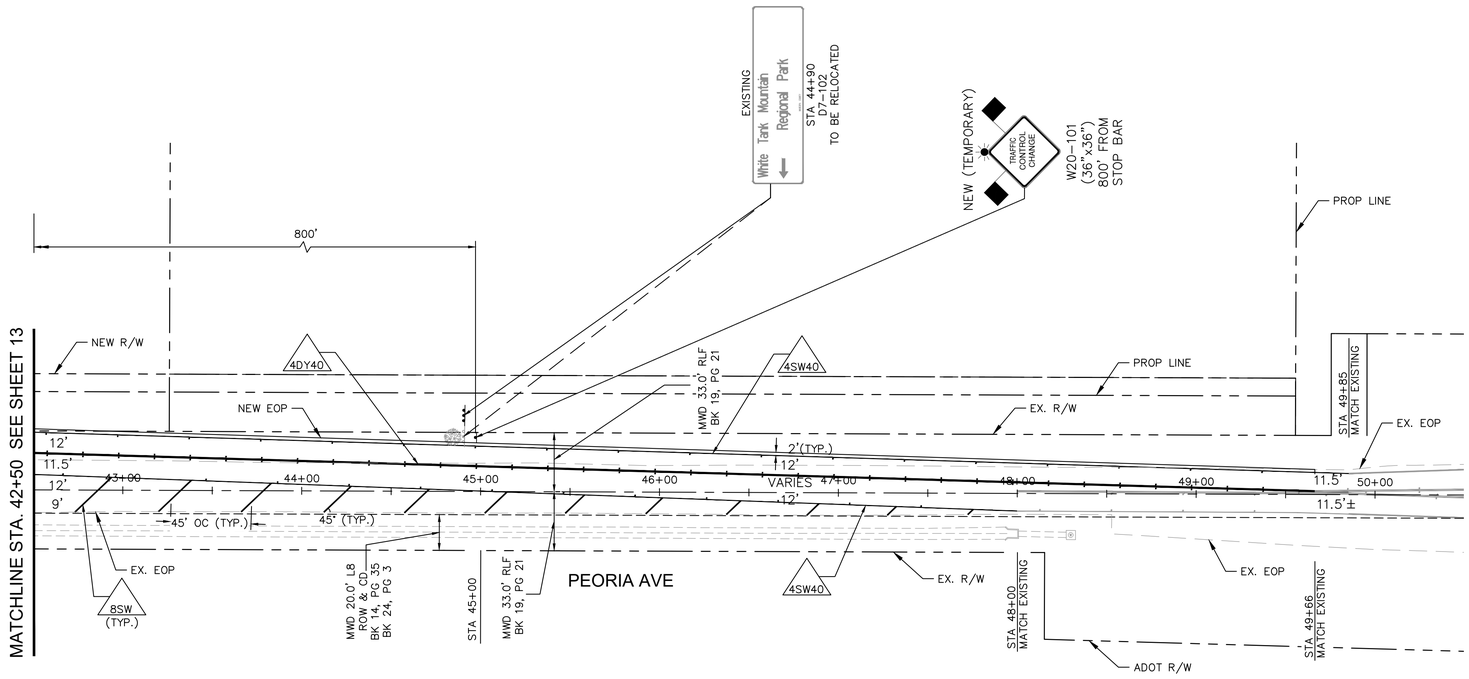
SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS
STA 33+00 TO STA 42+50

DR: CJK	DES: SJM	CK: TMM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: 1" = 40'			13	31

NO.	REVISION BY CITY OF SURPRISE DESCRIPTION	REV BY	CK'D BY	DATE

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CAD\12-SHEETS\TRAFFIC\SM02.DWG | MONTGOMERY, SARAH | 1/13/2026



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NO.	REVISION BY CITY OF SURPRISE DESCRIPTION	REV BY	CKD BY	DATE

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F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	14	31	

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KEY MAP
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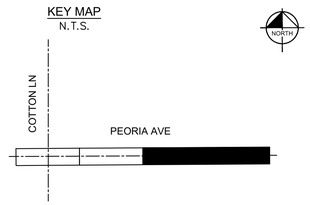

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Sarah Montgomery
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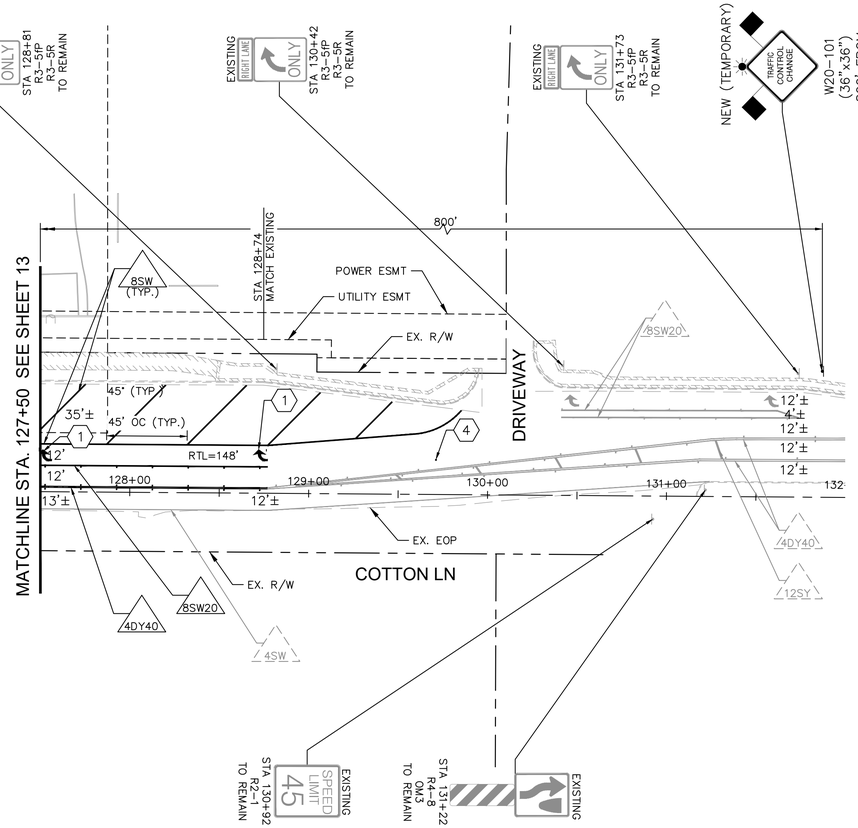
SIGNING & MARKING PLAN

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS
STA 42+50 TO STA 50+50

DR: CJK	DES: SJM	CK: TMM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: 1" = 40'			14	31



NO.	DESCRIPTION	REV BY	CKD BY	DATE
	REVISION BY CITY OF SURPRISE			

NO.	DESCRIPTION	REV BY	CKD BY	DATE
	REVISION BY CITY OF SURPRISE			

NO.	DESCRIPTION	REV BY	CKD BY	DATE
	REVISION BY CITY OF SURPRISE			

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CADD\12-SHEETS\TRAFFIC\SM04.DWG | MONTGOMERY, SARAH | 1/13/2026

NORTH

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	15	31	

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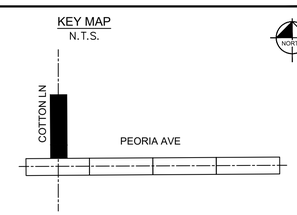
CONSTRUCTION NOTES

NO.	DESCRIPTION	QTY	UNIT
1	INSTALL RIGHT TURN ARROW PER COS STD DTL 4-20A	2	EA
4	INSTALL TYPE BB RPM PER MAD STD DTL 122	1	EA

KEY MAP
N.T.S.



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Sarah T. Montgomery
Certificate No. 78386
Registered Professional Engineer (Civil)
78386
Sarah
Montgomery
Date Signed 01/13/26
ARIZONA, U.S.A.

SIGNING & MARKING PLAN

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS
STA 127+50 TO STA 132+00

DR: CJK	DES: SJM	CK: TMM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: 1" = 40'			15	31

GENERAL TRAFFIC SIGNAL NOTES:

1. ALL MATERIALS AND INSTALLATION SHALL CONFORM TO THE CITY OF SURPRISE TRAFFIC ENGINEERING STANDARDS, LATEST EDITION; ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT); THE 2021 ADOT STANDARD SPECIFICATIONS; THE CURRENT ADOT "TRAFFIC SIGNALS AND LIGHTING STANDARD DRAWINGS"; THE 2020 CITY OF PHOENIX TRAFFIC SIGNAL STANDARD DETAILS; AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD); THE SPECIAL PROVISIONS; AND THESE PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD AND UNDERGROUND UTILITY LOCATIONS WHERE CONSTRUCTION OCCURS. SPECIAL CARE NEEDS TO BE TAKEN TO ENSURE THAT ALL UTILITIES ARE AVOIDED. UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT BLUE STAKE LAWS. CALL BLUE STAKE FOR FIELD LOCATION AT (602) 263-1100.
3. ANY RECENTLY COMPLETED IMPROVEMENTS THAT ARE DAMAGED OR DESTROYED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE SOLE EXPENSE OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL MAINTAIN THE MINIMUM REQUIRED CLEARANCE FROM ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES ENCOUNTERED ON THE PROJECT.
5. THE CONTRACTOR SHALL POTHOLE ALL UTILITIES PRIOR TO BORING, TRENCHING, OR DIRECTIONAL DRILLING OR INSTALLING FOUNDATIONS TO VERIFY DEPTHS, LOCATIONS, AND TO AVOID SUCH. ALL CONDUIT RUNS ARE SCHEMATICALLY DRAWN ON THESE PLANS.
6. THE CONTRACTOR SHALL CONTACT APS TO VERIFY THE LOCATION OF THE SERVICE AND COMMUNICATION CONNECTIONS FOR THE TRAFFIC SIGNAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL UTILITY PROVIDERS' REQUIREMENTS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL OVERHEAD UTILITIES THAT CONFLICT WITH THE SIGNAL EQUIPMENT. ANY AND ALL CONFLICTS SHALL BE REPORTED TO THE CITY.
8. THE EXACT LOCATION AND ELEVATION OF EACH NEW POLE FOUNDATION, PULL BOX, CONTROLLER CABINET FOUNDATION, AND UPS/ELECTRIC SERVICE PEDESTAL FOUNDATION SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
9. THE TOP OF NEW POLE FOUNDATIONS SHALL BE INSTALLED FOUR (4) INCHES BELOW ADJACENT SIDEWALK ELEVATION AND FINISHED IN WITH APRON (SEE COS DETAIL 4-09). LEVELING NUTS SHALL BE BLOCKED/FORMED OUT DURING CONCRETE APRON INSTALLATION AND GROUTED BACK IN TO PROVIDE FOR FUTURE ACCESS. ANCHOR BOLTS AND LEVELING NUTS SHALL BE INSTALLED SO THAT THE BOTTOM OF THE POLE BASE IS FLUSH WITH THE TOP OF THE RESPECTIVE SIDEWALK/APRON FINISHED GRADE WITH 1-2 INCHES OF THE ANCHOR BOLT VISIBLE ABOVE THE TOP LEVELING NUT AFTER FINAL TIGHTENING OF ALL NUTS. GROUT TO BE INSTALLED LEVEL WITH THE BASE OF THE POLE.
10. TRAFFIC SIGNAL PULL BOXES AND CONDUIT SHALL BE INSTALLED PER ADOT STANDARD TRAFFIC SIGNAL DRAWINGS.
11. ALL TRAFFIC SIGNAL EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR UNLESS OTHERWISE NOTED ON THE PLANS OR IN THE SPECIAL PROVISIONS.
12. ALL BACKPLATES SHALL BE METAL AND LOUVERED.
13. ALL SIGNAL INDICATIONS SHALL BE LED. PEDESTRIAN SIGNALS SHALL BE FILLED-IN LED COUNTDOWN "MAN/HAND" STYLE WITH COUNTDOWN DISPLAYS.
14. ALL SIGNAL HOUSINGS SHALL BE ALUMINUM AND BLACK. ALL VISORS SHALL BE PAINTED BLACK AND MATERIAL APPROVED BY THE CITY PRIOR TO ORDERING.
15. DRILLING HEIGHT FOR SIGNAL FACES SHALL BE PER ADOT STD DWG T.S. 4-21. TYPE V, VII, VIII AND/OR XI MOUNTS SHALL BE USED FOR ALL SIGNAL AND PEDESTRIAN HEADS ATTACHED TO VERTICAL POLES WITH MAST ARMS. THE CONTRACTOR SHALL CONFER WITH CITY TRAFFIC ENGINEER OR DESIGNEE FOR SIDE MOUNT DRILLING LOCATIONS.
16. WHEN NOT IN FULL OPERATION, ALL SIGNAL HEADS SHALL BE BAGGED OR COVERED WITH AN OPAQUE MATERIAL THAT DOES NOT ALLOW LIGHT PENETRATION.
17. CONTRACTOR SHALL PROVIDE AND INSTALL INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS). SEE CITY OF SURPRISE DETAIL 4-14 FOR PROPER SIGN FORMAT. ALL SIGN FORMATS SHALL BE APPROVED BY THE CITY TRAFFIC ENGINEER OR DESIGNEE PRIOR TO ORDERING.
18. THE PEDESTRIAN PUSH BUTTONS SHALL CONFORM TO ADOT STD DWG T.S. 11-1 EXCEPT THAT THE PUSH BUTTON SHALL BE A MINIMUM OF TWO (2) INCHES IN DIAMETER. THE PUSH BUTTON SHALL BE RAISED FROM THE FACE OF THE PUSH BUTTON HOUSING. THE FORCE REQUIRED TO ACTIVATE THE CONTROL SHALL BE NO GREATER THAN FIVE (5) POUNDS. THE CONTRACTOR SHALL INSTALL THE R10-3E PEDESTRIAN PUSH BUTTON SIGNS.
19. THE SIGNAL CABINET SHALL BE INSTALLED SUCH THAT MAINTENANCE PERSONNEL FACING THE FRONT (DOOR SIDE) OF THE CABINET SHALL ALSO BE ABLE TO VIEW THE INTERSECTION.
20. CONTRACTOR SHALL BORE ALL CONDUIT UNDER EXISTING PAVEMENT, CONCRETE, OR SIDEWALKS UNLESS OTHERWISE APPROVED BY THE CITY.
21. ALL EXISTING CONDUIT USED SHALL BE FIELD VERIFIED FOR LOCATION AND INTEGRITY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE CITY SHOULD AN EXISTING CONDUIT NOT BE USEABLE.
22. ALL NEWLY CONSTRUCTED CONDUIT SHALL HAVE MULE PULL TAPE AND #12 AWG LOCATE WIRE INSTALLED FOR FUTURE LOCATION AND INSTALLATION OF THE CONDUCTORS.
23. ALL NEW CONDUIT SHALL BE SCHEDULE 40 PVC INSTALLED WITH A MINIMUM COVER OF THIRTY (30) INCHES BELOW FINISHED GRADE UNLESS STATED OTHERWISE ON THE PROJECT PLANS OR IN THE SPECIAL PROVISIONS.
24. ALL CONDUIT(S) SHALL BE CLEANED BY COMPRESSED AIR AND A PROPERLY SIZED CONDUIT PISTON OR MANDREL PRIOR TO CABLE INSTALLATION. NO WATER OR MOISTURE SHALL REMAIN IN CONDUIT(S) PRIOR TO INSTALLING CONDUCTORS.
25. PULL BOXES SHALL NOT BE INSTALLED WITHIN PEDESTRIAN OR DRIVEWAY RAMPS.
26. ANY PULL BOXES INSTALLED ALONG AN UNCURBED ROADWAY SHALL BE INSTALLED ADJACENT TO, BUT NOT WITHIN, THE SHOULDER AND LEVEL WITH THE FINAL GRADE.
27. A 3/4 INCH DIAMETER BY TEN (10) FEET LONG GROUND ROD (COPPER) SHALL BE INSTALLED IN THE HOME RUN PULL BOX (NO. 7 WITH EXTENSION) ADJACENT TO THE CONTROLLER CABINET. TWO GROUND ROD CLAMPS SHALL BE FURNISHED FOR GROUNDING THE GROUND WIRE.
28. TWO (2) 3/4 INCH DIAMETER BY TEN (10) FEET LONG GROUND RODS (COPPER) SHALL BE INSTALLED IN THE CONTROLLER CABINET FOUNDATION.
29. THE HIGH VOLTAGE CABLES AND CONDUCTORS SHALL BE SEPARATED FROM THE LOW VOLTAGE CABLES AND CONDUCTORS, AND SHALL BE INSTALLED IN SEPARATE CONDUIT TO THE EXTENT POSSIBLE.
30. #16 AWG IMSA 19-1 25 CONDUCTOR CABLES SHALL BE INSTALLED CONTINUOUS AND UNSPLICED BETWEEN PULL BOXES. SEE CITY OF SURPRISE STANDARD DETAILS 4-06, 4-07, 4-08A, AND 4-08B.
31. ALL CONDUCTORS USED ON THIS PROJECT SHALL CONFORM TO THE PLANS AND TO THE CONDUCTOR TABLE SHOWN IN THE CITY OF SURPRISE DETAIL 4-08B.
32. REFER TO CITY OF SURPRISE TYPICAL TRAFFIC SIGNAL WIRING SCHEMATIC, STANDARD DETAIL 4-08A FOR WIRING DETAILS FOR VEHICULAR SIGNAL HEADS, PEDESTRIAN SIGNAL HEADS, AND PEDESTRIAN PUSHBUTTONS.
33. THE VIDEO DETECTION CABLE SHALL BE INSTALLED, CONTINUOUS AND UNSPLICED, FROM THE VIDEO CAMERA MOUNTING TO THE CONTROLLER CABINET.
34. THE EMERGENCY VEHICLE PREEMPTION (EVPE) SENSOR CABLE SHALL BE CABLE MODEL NO. 138 OR AS SPECIFIED BY THE EVPE MANUFACTURER.
35. THE LUMINAIRE STREET LIGHTING AND THE INTERNALLY ILLUMINATED STREET NAME SIGNS (IISNS) SHALL HAVE THEIR OWN SEPARATE CIRCUITS INDEPENDENT FROM THE TRAFFIC SIGNAL CIRCUITRY INSTALLED PER PLAN. EACH CIRCUIT SHALL BE CONTROLLED VIA A SEPARATE PHOTO ELECTRIC CELL INSTALLED IN THE CONTROLLER CABINET. A MINIMUM OF THREE (3) FEET OF SLACK SHALL BE MAINTAINED IN THE RESPECTIVE PULL BOX FOR BOTH THE LUMINAIRE AND IISNS CABLING. AN APS APPROVED INLINE FUSE SHALL BE INSTALLED ON CONDUCTORS WITH AN APPROPRIATE RATED FUSE AT THE SPLICE POINT IN RESPECTIVE PULL BOXES.
36. THREE (3) NO. 10 AWG-THHW CONDUCTORS SHALL BE INSTALLED FROM EACH LUMINAIRE TO THE POLE'S PULL BOX THAT THE LUMINAIRE IS MOUNTED ON AND SHALL BE UNSPLICED, LEAVING A MINIMUM OF THREE (3) FEET OF SLACK AS MEASURED FROM THE CONDUIT OPENING FOR EACH CONDUCTOR.
37. ALL SIGNING AND PAVEMENT MARKING THAT PERTAINS TO THE OPERATION OF THE TRAFFIC SIGNAL SHALL BE INSTALLED IMMEDIATELY PRIOR TO THE ACTIVATION OF THE SIGNAL. THE CONTRACTOR SHALL CONTACT THE CITY TRAFFIC ENGINEER THREE (3) WORKING DAYS PRIOR TO INSTALLATION FOR APPROVAL OF STRIPING LAYOUT AND SIGN LOCATIONS.
38. CONTRACTOR TO COORDINATE WITH ALBERT GARCIA AT THE CITY OF SURPRISE (623) 222-1733 FOR THE IISNS DETAIL AND INSTALLATION.

LEGEND

	TRAFFIC SIGNAL CONTROLLER CABINET
	METER PEDESTAL
UPS	UNINTERRUPTED POWER SOURCE
	NO. 8 PULL BOX
	NO. 7 PULL BOX
	COMM PULL BOX
	NO. 9 COMMUNICATION VAULT
	TRAFFIC SIGNAL POLE W/ LUMINAIRE MAST ARM
	SIGNAL HEAD TYPE F
	SIGNAL HEAD TYPE R OR TYPE G MODIFIED (FYA)
	PRE-EMPTION DETECTOR W/ STROBE (EVPE)
	VIDEO DETECTION CAMERA
	PEDESTRIAN SIGNAL HEAD (M/H)
	PEDESTRIAN PUSH BUTTON (PPB)
	CCTV CAMERA
	PAN-TILT-ZOOM (PTZ) CAMERA

EXISTING	PROPOSED	
(X)	(X)	CONDUIT RUN NO. (SEE CONDUCTOR SCHEDULE)
<X>	<X>	TRAFFIC SIGNAL PULL BOX (SEE PULL BOX SCHEDULE)
(X)	(X)	POLE/EQUIPMENT NOTE (SEE POLE SCHEDULE)

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	16	31	

Kimley»Horn
1661 E. CAMELBACK RD SUITE 400 PHOENIX, AZ 85016
PHONE: 602-944-5500 FAX: 602-944-7423 www.kimley-horn.com

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-8348) In Maricopa County: (602) 263-1100

Registered Professional Engineer 78386 Sarah Montgomery Civil Date Signed 01/13/26 ARIZONA, U.S.A.

TRAFFIC SIGNAL GENERAL NOTES AND LEGEND

SURPRISE ARIZONA

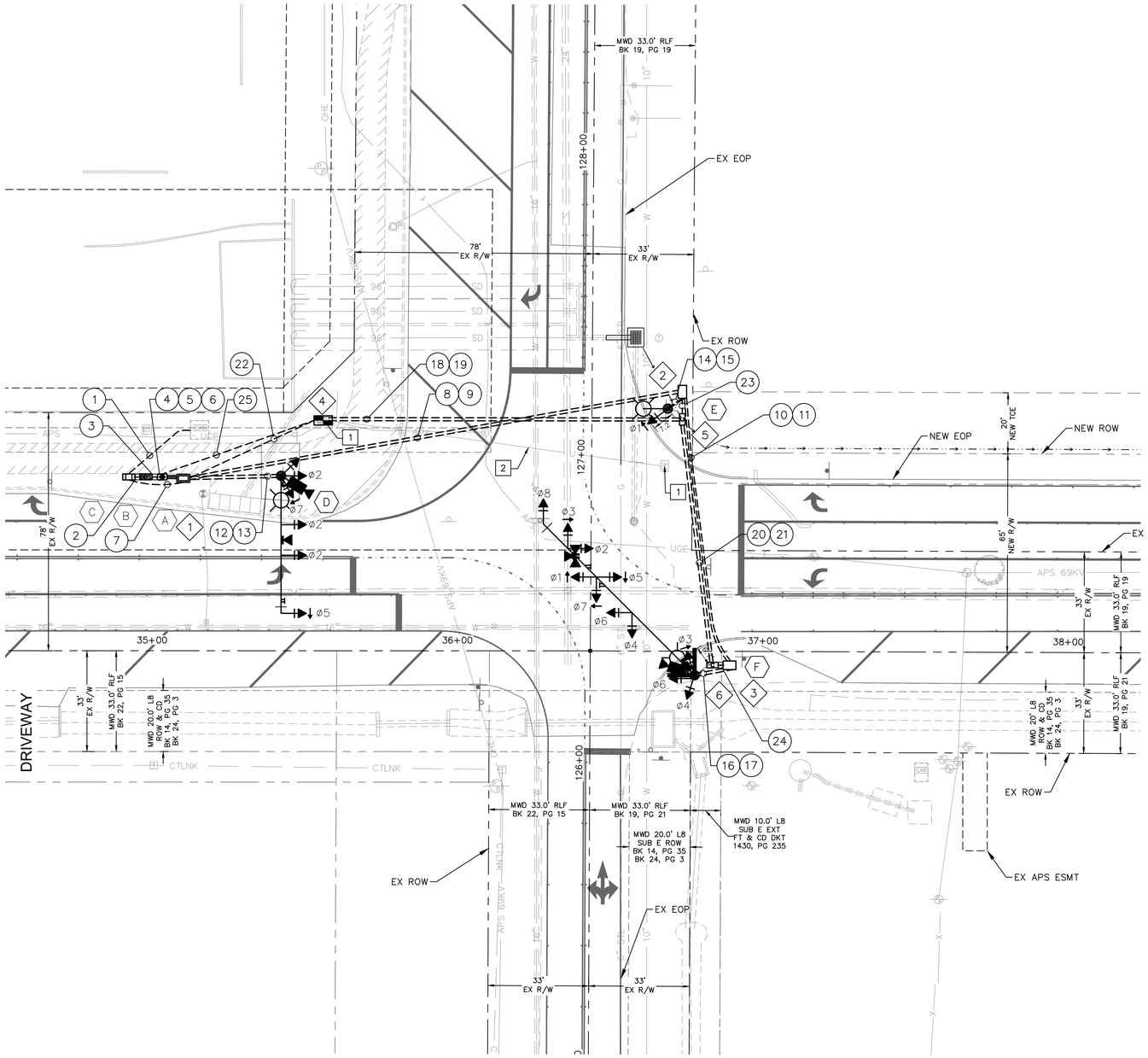
COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS

DR: CJK	DES: SJM	CK: TMM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			16	31

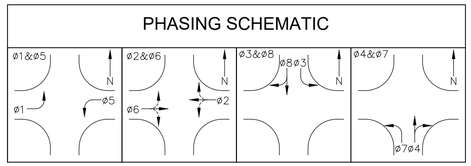
REVISION BY CITY OF SURPRISE

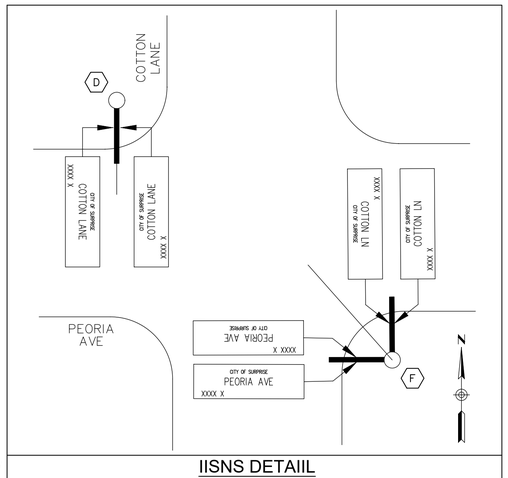
NO.	DESCRIPTION	REV BY	CKD BY	DATE

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CADD\12-SHEETS\TRAFFIC\TS00.DWG | MONTGOMERY, SARAH | 1/13/2026



PHASING SCHEMATIC





IISNS DETAIIL

INTERNALLY ILLUMINATED STREET NAME SIGNS SHALL CONFORM TO COS STD DET NO. 4-14. CONTRACTOR SHALL COORDINATE WITH ALBERT GARCIA (623-222-1733) AT THE CITY OF SURPRISE FOR APPROVAL PRIOR TO ORDERING AND INSTALLING SIGNS.

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	17	31	

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REMOVAL AND RELOCATION NOTES

NO	DESCRIPTION
1	REMOVE EXISTING PULL BOX
2	ABANDON EXISTING CONDUIT

PULL BOX SCHEDULE

NO.	TYPE	LOCATION	REMARKS
1	NO. 8	STA. 35+10 57' LT	PROVIDE AND INSTALL NEW NO. 8 PULL BOX
2	NO. 7	STA. 36+73 85' LT	PROVIDE AND INSTALL NEW PER ADOT STD DET T.S. 1-2
3	NO. 7	STA. 36+83 6' RT	PROVIDE AND INSTALL NEW PER ADOT STD DET T.S. 1-2
4	NO. 9	STA. 36+56 75' LT	PROVIDE AND INSTALL NEW PER COS STD DET NO. 4-17
5	COS COMM	STA. 36+73 76' LT	PROVIDE AND INSTALL NEW PER COS STD DET NO. 4-15
6	COS COMM	STA. 36+89 5' RT	PROVIDE AND INSTALL NEW PER COS STD DET NO. 4-15

ALL STATIONING FROM PEORIA AVE. STATIONS AND OFFSETS ARE APPROXIMATE. ACTUAL LOCATIONS TO BE FIELD VERIFIED BY THE TRAFFIC SIGNAL INSPECTOR PRIOR TO PULL BOX INSTALLATION.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

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78386
Sarah
Montgomery
Date Signed 01/13/26
REGISTERED PROFESSIONAL ENGINEER
ARIZONA, U.S.A.

TRAFFIC SIGNAL LAYOUT

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS
COTTON LANE AND PEORIA AVE

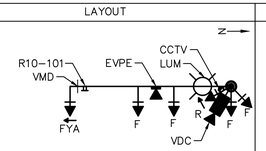
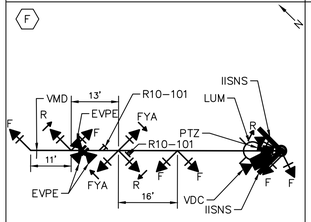
DR: CJK	DES: SJM	CK: TMM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: 1"=20'			17	31

NO.	DESCRIPTION	REV BY	CKD BY	DATE
	REVISION BY CITY OF SURPRISE			

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CADD\12-SHEETS\TRAFFIC\TS01.DWG | MONTGOMERY, SARAH | 1/13/2026

POLE LAYOUT SCHEDULE

TRAFFIC SIGNAL CONTROLLER				REMARKS	LOCATION (PEORIA AVE CST ℄)
CABINET	TYPE	CONTROLLER	AUX. CONTROL		
(A) PEC (LUMINAIRE, IISNS)	ATC CABINET PER COS STANDARDS	MCCAIN ATC EX2 NEMA TS2 CONTROLLER PER COS STANDARDS	INSTALL POLICE OPERATED CONTROL WITH A DETACHABLE 20' CABLE	1. PROVIDE AND INSTALL ETHERWAN SWITCH (EX78921–0Vb) AND POWER SUPPLY (EXSDR480–40). 2. PROVIDE AND INSTALL CABINET ON NEW FOUNDATION	STA 35+03 57' LT
(B) BBS	UPS	ALPHA	–	1. PROVIDE AND INSTALL ALPHA BATTERY BACK UP SYSTEM ON NEW FOUNDATION. CONCRETE PAD SHALL BE A MINIMUM OF 36"X36" PER APS STD DTL 304.5–1.	STA 34+98 57' LT
(C)	METER	STRONGBOX SERVICE PEDESTAL	–	1. PROVIDE AND INSTALL STRONGBOX SERVICE PEDESTAL ON NEW FOUNDATION. CONCRETE PAD SHALL BE A MINIMUM OF 36"X36" PER APS STD DTL 304.5–1. 2. POWER SERVICE ADDRESS: TO BE PROVIDED BY CITY OF SURPRISE	STA 34+92 57' LT

POLES		MAST ARM		SIGNALS		PPB	REMARKS	LOCATION (PEORIA AVE CST ℄)
NO.	LAYOUT	TYPE	SIG.	LUM.	MTG.	FACE	SIGN		
(D)		P70	45'	8'	1–II 2–ASTRO 1–V 1–VII	1–FYA 2–F 1–R 2–F	–	1. INSTALL TRAFFIC SIGNAL POLE, MAST ARMS AND FOUNDATION PER 2020 CITY OF PHOENIX TRAFFIC SIGNAL STANDARD DETAILS. 2. INSTALL VDC ON 10' RISER. 3. INSTALL CCTV CAMERA ON 20' SIGNAL POLE RISER. 4. INSTALL VIBRATION MITIGATION PER 2020 CITY OF PHOENIX TRAFFIC SIGNAL STANDARD DETAILS. 5. MOUNT R9–3 SIGNS ON SIGNAL POLE. SEE SIGNING AND MARKING SHEETS.	STA 35+42 57' LT
(E)		P70	–	8'	1–V	1–FYA	–	1. INSTALL TRAFFIC SIGNAL POLE, MAST ARMS AND FOUNDATION PER 2020 CITY OF PHOENIX TRAFFIC SIGNAL STANDARD DETAILS. 2. MOUNT R9–3 SIGNS ON SIGNAL POLE. SEE SIGNING AND MARKING SHEETS.	STA 36+69 79' LT
(F)		P70 (MOD)	70'	8'	1–II 3–ASTRO* 2–ASTRO* 2–ASTRO* 1–VII 1–V	1–F 3–F 2–FYA 2–R 1–F,1–R 1–F	–	1. INSTALL TRAFFIC SIGNAL POLE AND MAST ARMS PER 2020 CITY OF PHOENIX TRAFFIC SIGNAL STANDARD DETAILS. 2. INSTALL TRAFFIC SIGNAL FOUNDATION PER MODIFIED CITY OF PHOENIX STRUCTURAL DETAIL ON SHEET 21. 3. INSTALL VDC ON 10' RISER. 4. INSTALL PTZ CAMERA ON 20' SIGNAL POLE RISER. 5. INSTALL VIBRATION MITIGATION PER 2020 CITY OF PHOENIX TRAFFIC SIGNAL STANDARD DETAILS. *SIGNAL HEADS AND APPURTENANCES SHALL BE PLACED AS SHOWN ON PLANS. ANY DEVIATION GREATER THAN 6" SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL DURING PLACEMENT OF SIGNAL HEADS AND APPURTENANCES. DEVIATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO THE CONTRACTOR DE–MOBILIZING IN CASE ADJUSTMENTS ARE NECESSARY. WHERE POSSIBLE, PROPOSED DEVIATIONS SHOULD BRING SIGNAL HEADS OR APPURTENANCES CLOSER TO THE SIGNAL POLE.	STA 36+78 8' RT

ABBREVIATIONS:

BBS = BATTERY BACKUP SYSTEM
CCTV = CLOSED CIRCUIT TELEVISION
EVPE = EMERGENCY VEHICLE PREEMPTION
FYA = FLASHING YELLOW ARROW (TYPE G MODIFIED)
IISNS = INTERNALLY ILLUMINATED STREET NAME SIGN
LMA = LUMINAIRE MAST ARM
LUM = LUMINAIRE
PEC = PHOTOELECTRIC CELL
PTZ = PAN–TILT–ZOOM
SMA = SIGNAL MAST ARM
UPS = UNINTERRUPTIBLE POWER SUPPLY
VDC = VIDEO DETECTION CAMERA
VMD = VIBRATION MITIGATION DEVICE

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS–BUILT
9	ARIZ	P65400	18	31	

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In Maricopa County: (602) 263-1100

Registered Professional Engineer (Civil)
78386
Sarah
Montgomery
Date Signed 01/13/26
ARIZONA, U.S.A.

TRAFFIC SIGNAL POLE SCHEDULE

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS
COTTON LANE AND PEORIA AVE

DR: CJK	DES: SJM	CK: TMM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: 1"=20'			18	31

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	19	31	

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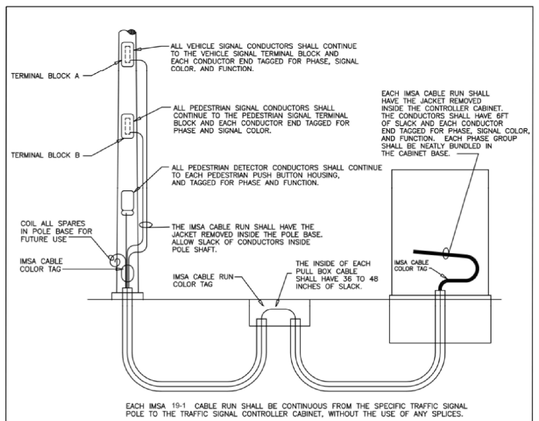
CONDUCTOR SCHEDULE

	CONDUIT RUN NUMBER		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
	CONDUIT SIZE IN INCHES		2½	2½	2½	3	3	3	2	3	3	3	3	3	2	3	2	3	2	3	3	3	3	2	2	2	2
AWG	CIRCUIT PHASE																										
#16 AWG HI-TEMP 25 CONDUCTOR 19-1 I.M.S.A. CABLE SIGNAL CABLES	25-CONDUCTOR (POLE D)	CONDUCTORS BY APS				1								1													
	25-CONDUCTOR (POLE E)					1				1						1											
	25-CONDUCTOR (POLE F)						2			2		2						2									
#16 AWG HI-TEMP 19-1 I.M.S.A. CABLE SIGNAL CABLES (SEE NOTE 7)																											
	7-CONDUCTOR																										
	4-CONDUCTOR																										
OTHER SIGNAL CONDUCTORS	#8 WHITE THW, COMMON, SOLID					1	1			1		1		1		1		1									
	#8 GREEN THW, SOLID					1	1			1		1		1		1		1									
LUMINAIRES	CK #1 #10 BLACK, SOLID, RED TAPE	CONDUCTORS BY CONTRACTOR							1	1		1		1		1		1									
	CK #1 #10 WHITE, SOLID, RED TAPE								1	1		1		1		1		1									
	CK #1 #10 GREEN THW, SOLID								1	1		1		1		1		1									
IISNS	CK #2 #10 BLACK, SOLID, RED TAPE							1		1		1		1				1									
	CK #2 #10 WHITE, SOLID, RED TAPE							1		1		1		1				1									
	CK #2 #10 GREEN THW, SOLID							1		1		1		1				1									
SERVICE	#6 (120/240)		3	3																							
OTHER	TOMAR EVP CABLE	CONDUCTORS BY CONTRACTOR													1				3	3		3		1		3	4
	VDC CABLE (SEE NOTE 9)														1				1	1		1		1		1	2
	CCTV CABLE (SEE NOTE 8)														1									1			1
	PTZ CABLE (SEE NOTE 8)																		1	1		1				1	1
	12 SMFO CABLE																										
	#12 GREEN THW, SOLID LOCATE WIRE			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	MULE TAPE										1		1				1				1		1		1		

CONDUCTOR SCHEDULE NOTES:

1. ALL NEW WIRE SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR.
2. THE IMSA 25-CONDUCTOR CABLE SHALL BE #16 AWG HI-TEMP IMSA 19-1. THE IMSA 4-CONDUCTOR AND 7-CONDUCTOR CABLE SHALL BE #16 AWG HI-TEMP IMSA 19-1. ALL IMSA CONDUCTORS SHALL BE STRANDED.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING MULTI-COLOR CONDUCTORS WHICH MEET THE COLOR CODING CRITERIA SPECIFIED IN THE TABLES SHOWN ON THIS SHEET.
4. INSTALL #8 BARE BOND IN ALL EMPTY CONDUITS.
5. CONTRACTOR SHALL VERIFY ALL CONDUIT AND CONDUCTOR QUANTITIES.
6. THE QUANTITIES IN THIS SCHEDULE ARE ESTIMATED; THE CONTRACTOR SHALL VERIFY ALL QUANTITIES AND PROVIDE ALL NECESSARY CONDUCTORS AND EQUIPMENT NEEDED TO COMPLETE THE SIGNAL PER CITY OF SURPRISE STANDARD DETAILS AND THESE PLANS.
7. 4 AND 7 CONDUCTOR CABLES SHALL RUN UNSPLICED TO THE 25 CONDUCTOR CABLE ON THAT CORNER.
8. CCTV CABLE AND PTZ CABLE SHALL BE OUTDOOR-RATED SHIELDED CAT5E CABLE.
9. VIDEO DETECTION CABLE SHALL BE PER MANUFACTURER REQUIREMENTS.



I.M.S.A SIGNAL CABLES
INSTALLATION DETAIL
SCALE: NTS

IMSA CABLE 19-1, #16 AWG, 25 CONDUCTOR

CABLE #1	CABLE #2	CONDUCTOR COLOR		SIGNAL INTERVAL
		BASIC COLOR	TRACER STRIPE	
ø1	ø5 OR OVERLAP A	RED	WHITE	RED
		BLACK	WHITE	YELLOW
		GREEN	WHITE	GREEN
FY ARROW	FY ARROW	YELLOW	RED	FY ARROW
ø2	ø6 OR OVERLAP B	RED	–	RED
		ORANGE	–	YELLOW
		GREEN	–	GREEN
ø3	ø7 OR OVERLAP C	BLACK	RED	RED
		ORANGE	RED	YELLOW
		BLUE	RED	GREEN
FY ARROW	FY ARROW	YELLOW	BLUE	FY ARROW
ø4	ø8 OR OVERLAP D	RED	BLACK	RED
		ORANGE	BLACK	YELLOW
		GREEN	BLACK	GREEN
ø2 PED.	ø6 PED.	BLUE	–	WALK
		BLACK	–	DON'T WALK
		WHITE	BLACK	PUSH BUTTON
ø4 PED.	ø8 PED.	BLUE	WHITE	WALK
		RED	GREEN	DON'T WALK
		WHITE	RED	PUSH BUTTON
ALL ø'S	ALL ø'S	WHITE	–	P.B. COMMON
		BLUE	BLACK	SPARE
		BROWN	–	SPARE
		BROWN	WHITE	SPARE
		ORANGE	GREEN	SPARE

ADDITIONAL WIRE TAPE REQUIREMENTS

IN ADDITION TO THE STANDARD WIRE COLORS FOR THE IMSA CABLE AS SHOWN ABOVE, EACH WIRE SHALL BE WRAPPED AS FOLLOWS:

PHASE #	(1) 3/4" WIDE WRAP	(2) 3/4" WIDE WRAP WITH 2" SPACE BETWEEN TAPE	COLOR OF TAPE
1	X		RED
2	X		WHITE
3	X		BLUE
4	X		GREEN
5		X	RED
6		X	WHITE
7		X	BLUE
8		X	GREEN

SIGNAL HEADS OUTBOARD & FAR LEFT
7 CONDUCTOR CABLE

BASIC COLOR	SIGNAL INTERVAL
RED	RED
BLACK	YELLOW
GREEN	GREEN
ORANGE	YELLOW ARROW
BLUE	GREEN ARROW
WHITE	VEH. COM.
WHT/BLACK TR	VEH. COM.

SIGNAL HEADS INBOARD & SIDEMOUNT
4 CONDUCTOR CABLE

BASIC COLOR	SIGNAL INTERVAL
RED	RED
BLACK	YELLOW
GREEN	GREEN
WHITE	VEH. COM.

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Dial 8-1-1 or 1-800-STAKE-IT (782-8348)
In Maricopa County: (602) 263-1100

Sarah Montgomery
Expiration Date: 09/30/2026
78386
Sarah
Montgomery
Date Signed: 01/13/26
ARIZONA, U.S.A.

TRAFFIC SIGNAL CONDUCTOR SCHEDULE

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS
COTTON LANE AND PEORIA AVE

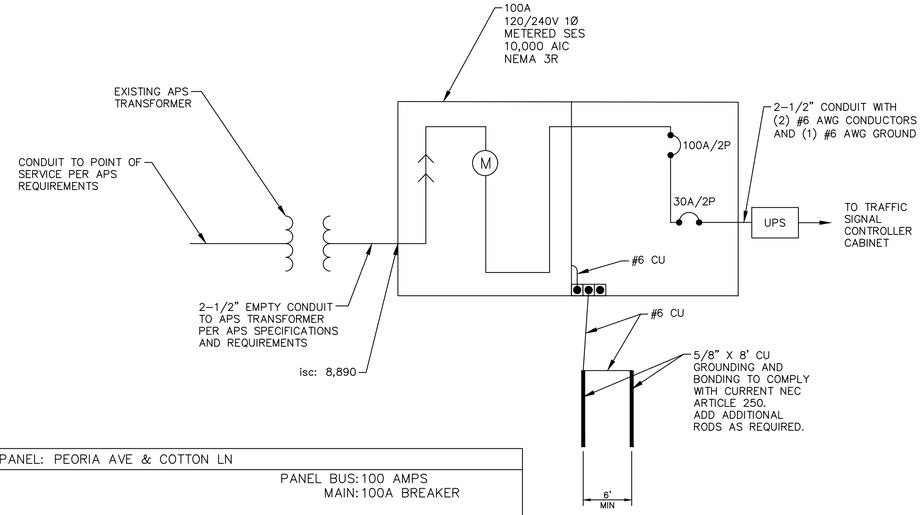
DR: CJK	DES: SJM	CK: TMM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			19	31

NO.	REVISION BY CITY OF SURPRISE DESCRIPTION	REV BY	CKD BY	DATE

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CADD\12-SHEETS\TRAFFIC\TS04.DWG | MONTGOMERY, SARAH | 1/13/2026

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	20	31	

Kimley»Horn
1661 E. CAMELBACK RD
SUITE 400
PHOENIX, AZ 85016
PHONE: 602-944-5500
FAX: 602-944-7423
www.kimley-horn.com



PANEL: PEORIA AVE & COTTON LN									
VOLTAGE: 120/240 PHASE, WIRES: 1Ø, 3W SCCR (AMPS): 10K AIC SOURCE: APS SERVICE							PANEL BUS: 100 AMPS MAIN: 100A BREAKER		
		TYPE 00					100 AMP MAIN BREAKER		
120/240 1Ø 3W		PEDESTAL MOUNTED					NEMA 3R		
DESCRIPTION	VA	BKR SIZE / CIR NO.	LOAD A PHASE	LOAD B PHASE	BKR SIZE / CIR NO.	VA	DESCRIPTION		
TRAFFIC SIGNAL CONTROLLER	671	30/1 — 1	8.6		20/1 — 2	360	STREET LIGHTING		
SIGN LIGHTING	1314	20/1 — 3		12.5	20/1 — 4	180	DUPLEX RECEPTACLE		
SPARE	0	20/1 — 5	0.0		20/1 — 6	0	SPARE		
SPARE	0	20/1 — 7		0.0	20/1 — 8	0	SPARE		
SPARE	0	20/1 — 9	0.0		20/1 — 10	0	SPARE		
SPARE	0	20/1 — 11		0.0	20/1 — 12	0	SPARE		
CODE TOTAL VA			1031 VA	1494 VA					
CODE TOTAL AMPS			8.6 AMPS	12.5 AMPS			10,000 AIC BREAKERS		

SUBTOTAL (VA): 2525
+25% PER NEC (VA): 631
TOTAL (VA): 3156 @ 240V, 1Ø = 13.2 AMPS

NOTES:

1. ELECTRICAL EQUIPMENT RATING SHALL MEET OR EXCEED AVAILABLE FAULT CURRENT.

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In Maricopa County: (602) 263-1100

Sarah J. Montgomery
Registered Professional Engineer (Civil)
78386
Sarah
Montgomery
Date Signed 01/13/26
ARIZONA, U.S.A.

TRAFFIC SIGNAL SINGLE LINE DIAGRAM

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS
COTTON LANE AND PEORIA AVE

DR: CJK	DES: SJM	CK: TMM	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			20	31

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CADD\12-SHEETS\TRAFFIC\TS04A.DWG | MONTGOMERY, SARAH | 1/13/2026

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

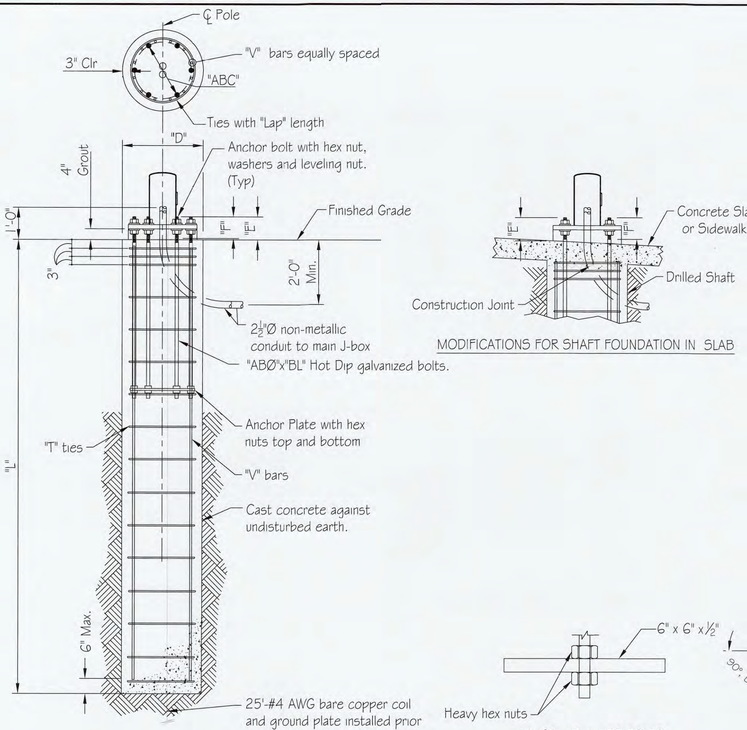
NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

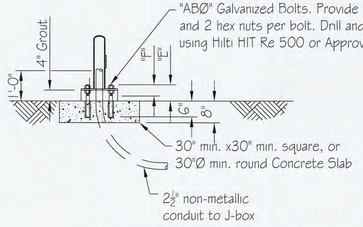
TRAFFIC SIGNAL DETAILS:

PROJECT #:

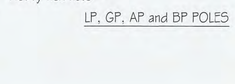


TYPICAL DRILLED SHAFT FOUNDATION

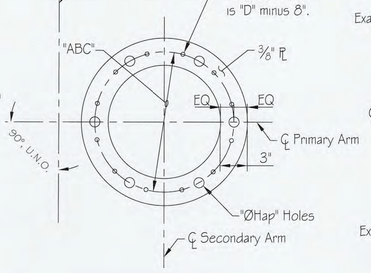
MODIFICATIONS FOR SHAFT FOUNDATION IN SLAB



BP POLE IN SIDEWALK



LP, GP, AP and BP POLES



P45, P70, DP45 & DP70 Poles

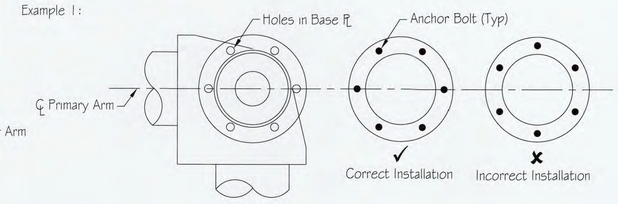
ANCHOR PLATE DETAIL

FOUNDATION NOTES:

1. Anchor Bolts, Nuts & Washers
   - 1.1. Anchor Bolts: ASTM F1554, Grade as noted
   - 1.2. Nuts: ASTM A563 Grade DH3 Hex
   - 1.3. Plate Washer: ASTM A36
   - 1.4. Grout: Non-shrink Cementitious, 28-day f'c=5,000 psi
2. Concrete shall be MAG class A with f'c=3,000psi.
3. All reinforcing shall conform to ASTM A615, Gr 60.
4. A 25' coil of #4 AWG bare copper conductor shall be installed 6" below bottom of foundation and covered with 6" of soil before concrete is poured. Conductor shall extend 1'-0" above the top of foundation.
5. Foundation embedment is based on assumed soil properties below. If encountered material varies from value below, the Engineer shall be notified and the shaft depth adjusted appropriately:
   - Soil shear strength: 0.5 ksf
   - Soil Friction Angle: 25°
   - Soil unit weight: 110 pcf
6. Galvanize top 18" of bolts satisfying ASTM A153.
7. Anchor bolts shall be equally spaced around bolt circle. Bolt circle shall be oriented so primary mast arm is perpendicular to roadway as shown on this sheet.
8. Projection "E" shall be within ½" of table dimension.

MINIMUM FOUNDATION DEPTH FOR P70 POLE SHALL BE 25'-0" UNLESS A GEOTECHNICAL INVESTIGATION WITH MINIMUM BORING DEPTH OF 25'-0" AND RECOMMENDATION ALLOW FOR LESS CONSERVATIVE SOIL PROPERTIES.

Install anchor bolts to yield mast arm alignment shown in plans:



ANCHOR BOLT ORIENTATION

25'-0"

POLE ID	FOUNDATION						ANCHOR BOLTS							
	"D"	"L" (Depth)	"V" Bars	Conduit Quantity	"T" Ties	Tie "Lap"	Grade (ksi)	"ABØ"	No. Bolts	"BL" (Length)	"E" Proj. (See Note 9)	"F" Threaded	"ABC" Bolt Circle	"ØHap" Holes
P70, DP70	36"	16'-0"	14 #8	2	#5@6"	2'-2"	105	2"	6	66"	10"	9"	24"	2⅝"
P45, DP45	30"	13'-0"	10 #8	2	#5@6"	2'-2"	105	1½"	6	66"	9"	7"	21"	1⅞"
LP	30"	10'-0"	10 #8	2	#4@12"	1'-9"	55	1⅛"	4	66"	7"	6"	13"	1¼"
GP	24"	7'-0"	6 #8	1	#4@12"	1'-9"	36	1"	4	36"	7"	5"	12½"	1⅛"
AP	24"	7'-0"	6 #8	1	#4@12"	1'-9"	36	1"	4	36"	7"	5"	10½"	1⅛"
BP	24"	4'-0"	6 #8	1	#4@12"	1'-9"	36	¾"	4	30"	6"	4"	9"	⅞"

Jacobs
101 N. 1st AVENUE, #2020, PHOENIX, AZ 85003
T (602) 256-1500, F (602) 253-1520
WWW.JACOBS.COM

ANA C. SMANTULA V. KAMARA
41476
Registered Professional Engineer
ARIZONA, U.S.A.
Expires 09/30/2022

CITY OF PHOENIX, ARIZONA
STREET TRANSPORTATION DEPARTMENT
TRAFFIC SIGNAL STANDARD DETAILS

Pole Foundations

TPP File Number: 10164 | TS 2-2

TRAFFIC SIGNAL ENGINEER: | 11/6/20

"PER CITY OF PHOENIX CITY CODE CHAPTER 2, SECTION 2-28, THESE PLANS ARE FOR OFFICIAL USE ONLY & MAY NOT BE SHARED WITH OTHERS EXCEPT AS REQUIRED TO FULFILL THE OBLIGATIONS OF YOUR CONTRACT WITH THE CITY OF PHOENIX."

TRAFFIC SIGNAL DETAILS
CITY OF PHOENIX, ARIZONA
STREET TRANSPORTATION DEPARTMENT

PROJECT #:

DR: SVR	DES: ANA	CK: WR	SHEET NO:	TOTAL SHEETS
DATE: 3/1/2020	DATE: 3/1/2020	DATE: 3/1/2020		
SCALE:	QS. #:			

MODIFIED CITY OF PHOENIX TRAFFIC SIGNAL STANDARD DETAIL TS 2-2
NOT TO SCALE

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS–BUILT
9	ARIZ	P65400	21	31	

Kimley»Horn
1661 E. CAMELBACK RD SUITE 400 PHOENIX, AZ 85016
PHONE: 602-944-5500 FAX: 602-944-7423 www.kimley-horn.com

STRUCTURAL NOTES:

1. PROPOSED TRAFFIC SIGNAL POLE SHALL BE P70 POLE PER 2020 CITY OF PHOENIX TRAFFIC SIGNAL STANDARD DETAILS.
2. POLE SHALL COMPLY WITH 2020 CITY OF PHOENIX TRAFFIC SIGNAL STANDARD DETAILS EXCEPT AS NOTED ON THIS SHEET.

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In Maricopa County: (602) 263-1100

Registered Professional Engineer (Civil)
CERTIFICATE NO.
68796
CHARLES H. GOLEK
Date Signed 01/31/26
ARIZONA, U.S.A.

STRUCTURAL DETAIL

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS

DR: CMF	DES: CMF	CK: CHG	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			21	31

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	22	31	

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CITY OF SURPRISE

(PUBLIC WORKS)

P65400

COTTON LANE & PEORIA AVENUE INTERSECTION IMPROVEMENTS

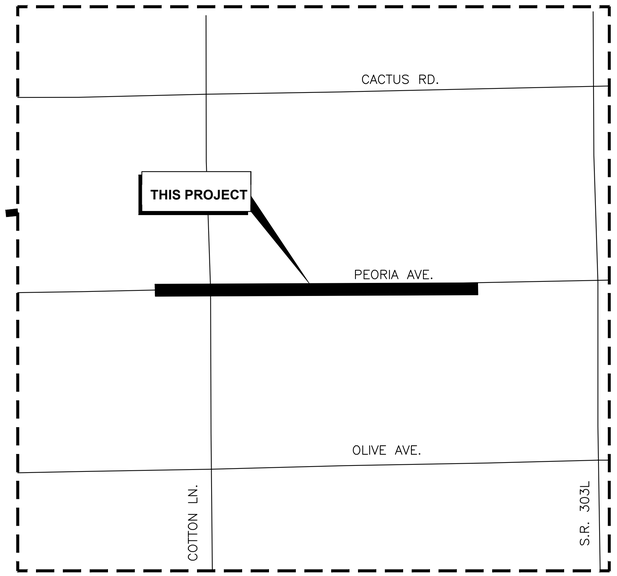
SURPRISE
ARIZONA

OWNER
CITY OF SURPRISE
VICTOR OSBORN
16000 N CIVIC CENTER PLAZA
SURPRISE, AZ 85374
PH: 623-222-1820
FAX: 623-222-6006

ENGINEER
KIMLEY-HORN
RYAN MARKS, P.E.
1661 E. CAMELBACK ROAD SUITE 400
PHOENIX, AZ 85016
PH: 602-216-1228

LANDSCAPE ARCHITECT
KIMLEY-HORN
ANNE S. DEBAORD, PLA
1661 E. CAMELBACK ROAD SUITE 400
PHOENIX, AZ 85016
PH: 602-944-5500

KEY MAP
NTS



PROJECT VICINITY MAP
NTS

EROSION AND SEDIMENT CONTROLS

SEE BMP MATRIX ON SHEET FOR CONSTRUCTION ACTIVITIES ASSOCIATED WITH EACH BMP AND BMP DESCRIPTIONS.
STABILIZATION PRACTICES:
TEMPORARY CONTROLS:
STABILIZED CONSTRUCTION ENTRANCES
DUST CONTROL APPLIED WITH A FINE SPRAY OF WATER
PERMANENT CONTROLS:
LANDSCAPING AREAS AND PAVEMENT FOR RDWY
STRUCTURAL PRACTICES:
TEMPORARY CONTROLS:
INLET PROTECTION AND WATTLES.
PERMANENT CONTROL:
SEDIMENT BASINS (RETENTION BASIN).
STORM WATER MANAGEMENT:
THE STORM WATER WILL BE PROVIDED BY OVERLAND AND SCUPPER TO SURFACE RETENTION BASINS ON-SITE, HELPING PREVENT FUTURE POLLUTION FROM LEAVING THE SITE.
SEDIMENT CONTROLS:
THE STORM WATER CONTROLS USED TO RETAIN SEDIMENT ON-SITE ARE SEDIMENT TRAPS, WATTLES, INLET PROTECTION, AND STABILIZED CONSTRUCTION ENTRANCES.
SELECTION/INSTALLATION/AND MAINTENANCE:
SEE SPECIFIC BMP CUT SHEETS FOR INFORMATION ON SHEETS 24 - 31 .

OTHER CONTROLS

WASTE DISPOSAL:
ALL SOLID WASTE SHALL BE STORED IN A SECURED DUMPSTER. THE DUMPSTER SHALL MEET ALL STATE AND LOCAL WASTE MANAGEMENT REGULATIONS. THE DUMPSTER SHALL BE EMPTIED AS NEEDED. NO CONSTRUCTION MATERIALS WILL BE BURIED ONSITE.

HAZARDOUS WASTE:
ALL HAZARDOUS WASTE SHALL BE DISPOSED OF IN A MANNER AS SPECIFIED BY THE MANUFACTURER AND STATE AND LOCAL REGULATIONS.

SANITARY WASTE:
ALL SANITARY WASTES WILL BE COLLECTED FORM PORTABLE UNITS AS NEEDED.

DESIGNATED WASHOUT AREAS:
A WASHOUT AREA SHALL BE CONSTRUCTED FOR THE TEMPORARY COLLECTION OF EXCESS CONCRETE AND NON-STORM WATER DISCHARGES FROM VEHICLE WASHING. CONCRETE SHALL BE REMOVED FROM THE SITE AND TRANSPORTED TO A LOCAL LANDFILL AS NEEDED.

OFF-SITE TRACKING:
A STABILIZED CONSTRUCTION ENTRANCE WILL BE CONSTRUCTED TO REDUCE VEHICLE TRACKING OF SEDIMENTS INTO THE PUBLIC RIGHT-OF-WAY. THE PAVED STREETS ADJACENT TO THE SITE WILL BE INSPECTED AND SWEPT AS NEEDED TO REMOVE EXCESS DIRT.

DUST CONTROL:
A DUST CONTROL PERMIT MUST BE OBTAINED FROM MARICOPA COUNTY AIR QUALITY DEPARTMENT PRIOR TO COMMENCEMENT OF WORK.

CITY OF SURPRISE MAYOR & COUNCIL

KEVIN SARTOR	MAYOR
JACK HASTINGS	VICE MAYOR
NICK HANEY	CITY COUNCIL (DISTRICT 1)
EARLE GREENBERG	CITY COUNCIL (DISTRICT 2)
PATRICK DUFFY	CITY COUNCIL (DISTRICT 3)
JOHNNY MELTON	CITY COUNCIL (DISTRICT 4)
JACK HASTINGS	CITY COUNCIL (DISTRICT 5)
CHRIS JUDD	CITY COUNCIL (DISTRICT 6)

LANDSCAPE SHEET INDEX

Sheet Number	Sheet Title
22	EROSION CONTROL COVER SHEET
23	EROSION CONTROL INDEX SHEET
24	EROSION CONTROL DETAILS
25	EROSION CONTROL DETAILS
26	EROSION CONTROL DETAILS
27	EROSION CONTROL DETAILS
28	EROSION CONTROL DETAILS
29	EROSION CONTROL DETAILS
30	EROSION CONTROL DETAILS
31	EROSION CONTROL PLAN

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In Maricopa County: (602) 263-1100

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
50615
ANNE S. DEBOARD
Date Signed 1/13/2026
ARIZONA, U.S.A.
Expires 03/31/2028

ERODION CONTROL COVER SHEET

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS

DR: ASK	DES: ASK	CK: ASD	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			22	31

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CADD\12-SHEETS\LANDSCAPE\091863052_EC-COVR-DTL.DWG | BOMAR, BROCK | 1/13/2026

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	23	31	

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PHOENIX, AZ 85016
PHONE: 602-944-5500
FAX: 602-944-7423
www.kimley-horn.com

EROSION AND SEDIMENT CONTROL PLAN INDEX

PART 1 – To Be Completed By Design Engineer

I. PROJECT DESCRIPTION

A. Owner/Operator Name and Address

City of Surprise, Public Works Dept.
16000 N. Civic Center Plaza
Surprise, AZ 85374

B. Project Location/Address:

Cotton Lane and Peoria Avenue Intersection

C. Project Description:

Interim traffic signalization and associated roadway widening, drainage improvements, and pavement marking and signing.

II. HYDROLOGIC INFORMATION

A. Project Size:
Length (Mi.) .25 Mi.
Area (Ac.) 1.5 Ac.

B. Area to be disturbed (Ac.): 1.5 Ac.

C. Runoff Coefficient:
Existing 0.4 (Undeveloped/Desert Landscape) 0.95 (Pavement)
Developed 0.4 (Undeveloped/Desert Landscape) 0.95 (Pavement)

D. Receiving Water(s): Agua Fria River

III. SOIL STABILIZATION MEASURES

A. All disturbed areas, which will not be paved, will be revegetated and/or landscaped in accordance with the approved plans and specifications.

IV. EROSION/SEDIMENT CONTROL MEASURES

A. Temporary Control Measures Implemented - During Construction Activities:

_____ Silt Fence
__X__ Organic Filter Barriers
_____ Sediment Control Berms
_____ Rock Inlet/Outlet Protection
__X__ Sand Bag Barriers
_____ Sediment Traps
_____ Existing Vegetation
_____ Dust Control
__X__ Stabilized Construction Ingress/Egress
_____ Storm Drain Inlet Protection
_____ Other (Describe): _____

B. Permanent Control Measures Implemented - Post Construction Activities:

_____ Sediment Basin
_____ Rock/Riprap Lined Channel
__X__ Scuppers/Spillways/Catch Basins
_____ Drywells
_____ Rock Inlet/Outlet Protection
_____ Landscape/Ground Cover
_____ Other (Describe): _____

V. SITE INSPECTIONS AND MAINTENANCE

A. Inspection Frequency
___ At least once every 7 days
__X__ Every 14 days and within 24 hours after a rainfall event of 0.5 inches or more.

B. Inspection Report – An inspection report will be completed by the contractor or authorized representative for each site inspection and shall be retained for at least 3 years following permit expiration or termination.

C. Maintenance of SWPPP
The site specific SWPPP must be amended within 15 days when a change in design, construction, operation, or maintenance that may have a significant effect on the discharge of pollutants to the Waters of the United States.

VI. CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

A. This Erosion and Sediment Control Plan Has been prepared in accordance with the most current version of the Arizona Pollutant Discharge Elimination System General Permit for Construction Activities, administered by the Arizona Department of Environmental Quality (ADEQ).

Signature: Anne S. DeBoard
Date: 01/13/2026
Name: Anne S. DeBoard
Title: Landscape Architect, PLA

PART 2 – To Be Completed By Owner/Operator Or Contractor

I. SCHEDULE OF MAJOR ACTIVITIES

A. Project Schedule

Start Date: _____

End Date: _____

B. Sequence of Construction Activities

_____
_____
_____
_____
_____
_____
_____
_____
_____

II. INVENTORY Of POLLUTANTS

A. The following materials and/or substances are Expected to be onsite during construction:

_____ Paints
_____ Concrete
_____ Asphalt
_____ Oil
_____ Fuel
_____ Herbicides/Fertilizers
_____ Other (List): _____

III. POLLUTION CONTROL MEASURES

A. Best Management Practices:

_____ Wind Erosion/Dust Control
_____ Designated Washout Areas
_____ Solid Waste Management
_____ Chemical/Material Storage Area
_____ Stabilized Construction Ingress/Egress
_____ Equipment Maintenance Procedures
_____ Other (Describe): _____

IV. SPILL PREVENTION, RESPONSE AND CLEANUP

A. Spill Prevention:
The best management practices outlined under pollution control measures are designed to prevent and contain spills of hazardous substances.

B. Spill Response and Cleanup:
In the event of any accidental spill or release of hazardous substances or chemicals, The owner/operator shall report such discharges as follows:

1. If an imminent and substantial danger to public health and welfare or to the environment exists, immediately contact emergency assistance (911). if assistance is needed for the removal of hazardous waste, contact the City of Chandler Environmental Management office;
2. For discharges not involving an imminent and substantial danger to public health and welfare or to the environment, contact the City of Chandler Streets Division of the Public Works Department by telephone within 24 hours;
3. Provide a written report to the City of Chandler Environmental Management office, and to the City of Chandler Streets Division of the Public Works Department within 3 business days of the discharge. The written report may be submitted via mail, fax, or in person;
4. Such reporting shall identify the location, source of discharge and pollutant(s), extent of discharge, pollutant(s) discharged and all measures taken to mitigate the discharge. Additionally, if the discharge includes hazardous waste, the report shall detail the method of disposal and disposal facility receiving the waste material. The report shall also identify all best management practices implemented to prevent similar discharges in the future.

V. EROSION AND SEDIMENT CONTROL PLAN PLAN CERTIFICATION

A. I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

B. The owner/operator and/or contractor as defined in the Arizona Pollutant Discharge Elimination System General Permit for Construction Activities, administered by the Arizona Department of Environmental Quality (ADEQ), should sign the Stormwater Pollution Prevention Plan (SWPPP) and maintain the SWPPP on- site at the construction site or other reasonably accessible location during normal business hours.

Signature: _____
Date: _____
Name: _____
Title: _____

Call at least two full working days before you begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

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Date Signed 01/13/26
ARIZONA, U.S.A.
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EROSION CONTROL INDEX SHEET

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS

DR: ASK	DES: ASK	CK: ASD	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			23	31

REVISION BY CITY OF SURPRISE

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REVISION BY CITY OF SURPRISE

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F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	24	31	

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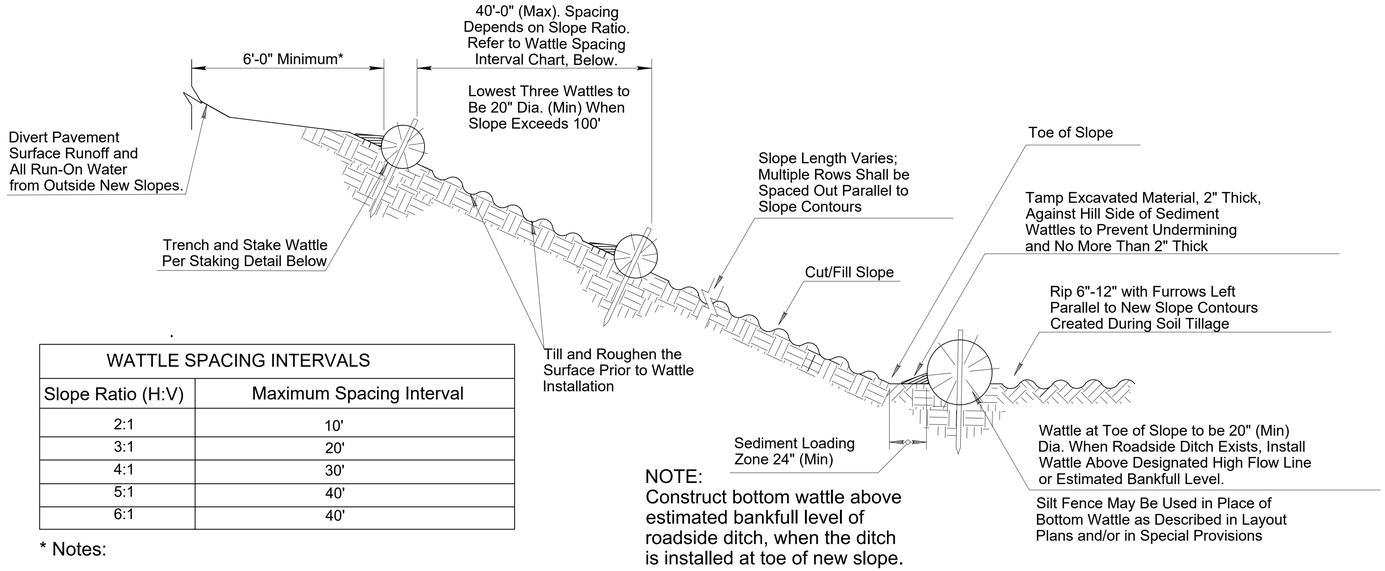


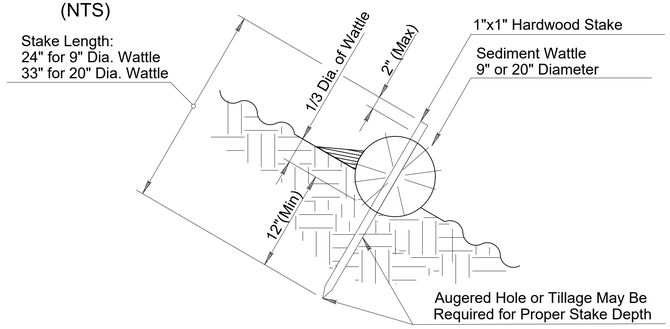
WATTLE SPACING INTERVALS	
Slope Ratio (H:V)	Maximum Spacing Interval
2:1	10'
3:1	20'
4:1	30'
5:1	40'
6:1	40'

* Notes:

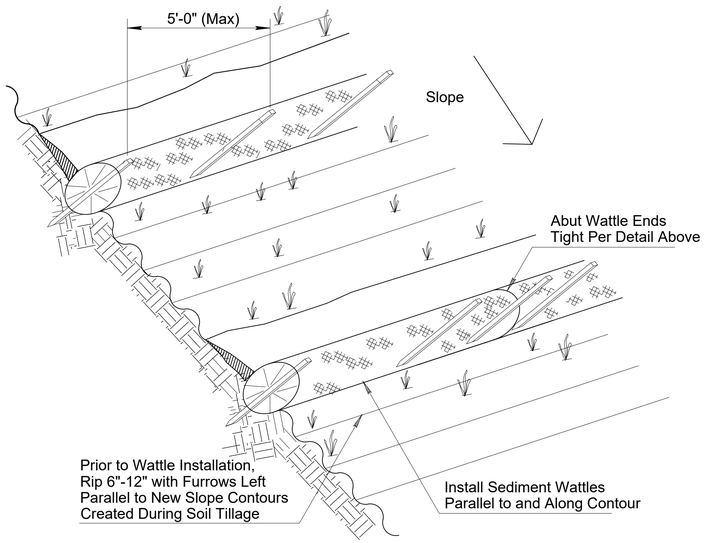
1) Top Row Shall Not be Placed within 6'-0" of Edge of Pavement and 9'-0" from Outside Surface of Barrier.
2) For erosive soils, place rows of wattles closer together.
3) For soils with low erosive potential, place rows of wattles further apart.

NOTE:
Construct bottom wattle above estimated bankfull level of roadside ditch, when the ditch is installed at toe of new slope.

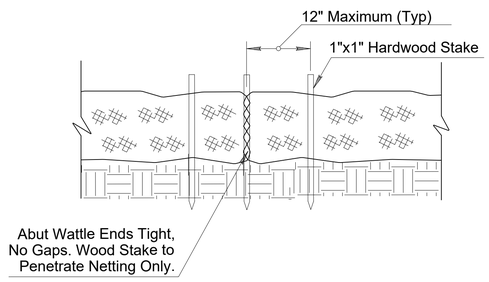
SECTION
(NTS)



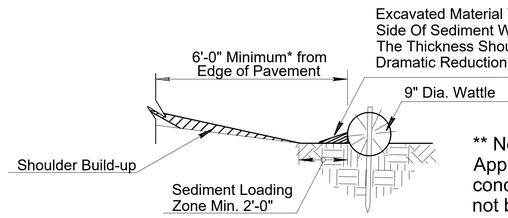
SEDIMENT WATTLE STAKING
DETAIL (NTS)



SEDIMENT WATTLE
LAYOUT (NTS)



SEDIMENT WATTLE
OVERLAP (NTS)



NEW SHOULDER BUILDUP **
PROTECTION SECTION (NTS)

** Note:
Applicable only in the areas of concentrated flow - to include but not be limited to roadway sag spots and drop-off repair locations as per the direction of the Engineer.

NOTES:

1. Install Sediment Wattles as slopes are constructed to grade or as directed by the Engineer. Select, install and maintain in conformance with manufacturers' specifications to meet site conditions for slope protection and in accordance with good engineering practices. No Sediment Wattles shall be installed in urban freeway medians, nor where cable barrier systems are employed. Sediment Wattles shall be in continuous contact with trench bottom and sides. Do not overlap wattle ends on top of each other. A 20" Dia. wattle may be made from 2-3 rolled excelsior or straw blankets.
2. Butt adjoining wattles tightly against each other. Drive the first end stake of the second wattle at an angle toward the first wattle to help abut them tightly.
3. Repair any rills or gullies promptly. Make field adjustments and corrections of Wattle BMP immediately if it is causing flooding, erosion, and/or affecting roadway safety.
4. Construction of cut slopes 2:1 and steeper in soil and rock materials that can be ripped shall be constructed, whenever possible, by Minibenching. Refer to Slope Minibenching BMP Detail.
5. Loosening surface soil is not required where Minibenches are used. For seeded areas, tillage shall be performed to form minor ridges and furrows parallel to new slope contours and as specified in Section 805 of the Standard Specifications and these special provisions.
6. Divert and direct run-on water from outside of the slopes to the spillways and/or rock riprap/rock mulch. Diversion dikes and/or ditches are necessary on natural undisturbed slopes beyond the top limits of new slopes to divert run-on water.
7. Installation and maintenance of Sediment Wattle BMPs shall not negatively impact traffic safety, nor the designed function of roadway or bridge drainage facilities.
8. Install and maintain Sediment Wattle BMPs to carry the stormwater of at least 2-year, 24-hour events.
9. The Sediment Wattle BMP's pay/bid item shall include all materials used for this BMP: all ground preparation, furnishing, installing, maintenance, final removal, and disposal of this temporary BMP, as well as returning the area to an acceptable condition as approved by the Engineer.
10. Refer to Standard Specification Section 810-2.06(C) for Sediment Wattle material specifications.
12. Make field adjustments and corrections to ensure NO sensitive biological resources (native species / habitats) will be adversely impacted.

Call at least two full working days before you begin excavation.
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DETAIL E1
SEDIMENT WATTLE

EROSION CONTROL DETAILS

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
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EC-5: Stabilized Construction Entrance

DEFINITION

A hardened surface combined with a stabilized pad of aggregate underlain with filter cloth located where traffic will be entering or exiting a construction site to or from a public right-of-way, street, alley, sidewalk or parking area. For added effectiveness, a wheel wash or wash rack area can be incorporated into the design to further reduce sediment tracking.

GENERAL INFORMATION
Applicability - Effectiveness Perimeter and Access Controls - high
Most effective when used with: EC-6 Construction Road Stabilization EC-7 Dust Control GH-6 Road Sweeping/Trackout Cleaning
Alternative BMPs: GH-4 Designated Washdown Areas – wheel wash is especially useful with clay soils.

RATINGS			
Associated Costs	**H**	**M**	**L**
Implementation		X	
Maintenance		X	
Training			X
Target Pollutants Removal	**H**	**M**	**L**
Oil and Grease			X
Nutrients			X
Sediment		X	
Floatable Material			X
Metals		X	
Other Construction Waste			X

FIGURES
Photos/Sketches
Stabilized Construction Entrance Photos
CAD Drawings
Stabilized Construction Entrance Drawing

PURPOSE

Stabilized construction entrances reduce or eliminate the tracking of sediment onto public rights-of-ways or streets. Reducing trackout of sediments and other pollutants onto paved roads helps prevent deposition of sediments into local storm drain and production of airborne dust. It also can direct traffic to a single location, reducing the number of disturbed areas on the site and providing traffic control.

APPROPRIATE APPLICATIONS

A stabilized construction entrance should be used at all points of construction ingress and egress. Use at construction sites:

- Where dirt of mud can be tracked onto public roads.
- Adjacent to water bodies.
- Where clayey or silty soils are encountered.
- Where dust is a problem during dry weather conditions.

AZPDES/NDPES permits and Maricopa County dust control regulations require that appropriate measures are implemented to prevent trackout of sediments onto paved roadways.

LIMITATIONS

Stabilized construction entrances may not be completely effective against preventing the deposition of sediments onto paved surfaces. To further reduce the chance of these sediments polluting stormwater runoff, sweeping of the paved area adjacent to the stabilized site entrance is recommended.

PLANNING CONSIDERATIONS

Limit points of entrance/exit to only stabilized locations.

Stabilized construction entrances are most effect when used in conjunction with EC-6: Construction Road Stabilization, EC-7: Dust Control, and GH-6: Road Sweeping/Trackout Cleaning.

RECOMMENDED STANDARDS AND SPECIFICATIONS

Stabilized construction entrances alone are not very effective in removing sediment from equipment leaving a construction site. Efficiency is greatly increased, though, when a washing rack is included at the point of egress.

Design and Sizing Considerations

The aggregate for stabilized construction entrance aprons should have a nominal diameter of 1 to 3 inches in size, washed, well-graded gravel or crushed rock. The apron dimensions shall follow the requirements of the regulating agency.

- The entrance must be properly graded to prevent runoff from leaving the construction site.
- Install a washrack at ground elevation.
- When wash areas are provided, washing should be done on an area stabilized with crushed stone which drains into a properly constructed sediment trap or basin (pond).
- The dimensions of the temporary hardened surface shall meet the requirements of the regulating agency.

RECOMMENDED MAINTENANCE AND INSPECTION

- Inspection interval per regulating agency.
- Replace gravel mat when surface voids are no longer visible. Periodic top dressing with additional stone will be required.
- All sediments deposited on paved roadways must be removed within 24 hours.
- Remove temporary hardened surface, gravel and filter fabric upon completion of construction.

Note: If working on a project that is subject to a Maricopa County Dust Control Permit under Rule 310, follow the permit requirements for Stabilized Construction Entrance design and sizing.

POST CONSTRUCTION METHODS

None.

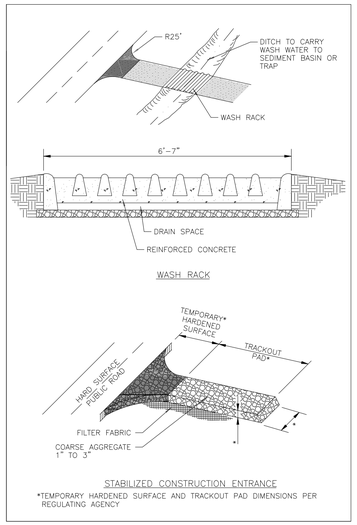
REFERENCES

Tacoma Public Works Environmental Services, January 1993, City of Tacoma Surface Water Management Manual Volume II, Construction Stormwater Pollution Prevention.
http://www.cityoftacoma.org/Page.aspx?hid=951#manual

CALTRANS, State of California Department of Transportation, March 2003, Construction Site Best Management Practices (BMPs) Manual.
http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm

U.S. Environmental Protection Agency, December 1999, Construction Site Storm Water Runoff Control, National Menu of Best Management Practices for Storm Water Phase II.
http://cfpub2.epa.gov/npdes/stormwater/menuofbmps/con_site.cfm

EC-5 Stabilized Construction Entrance Drawing



STABILIZED CONSTRUCTION ENTRANCE

*TEMPORARY HARDENED SURFACE AND TRACKOUT PAD DIMENSIONS PER REGULATING AGENCY

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EROSION CONTROL DETAILS

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
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EC-7 EC-7: Dust Control

DEFINITION

A comprehensive plan to limit offsite sediment depression by minimizing or controlling airborne fugitive dust.

GENERAL INFORMATION
Applicability - Effectiveness Perimeter and Access Controls - high
Most effective when used with: EC-5 Stabilized Construction Entrance; EC-6 Construction Road Stabilization; GH-6 Road Sweeping/Trackout Cleaning
Alternative BMPs: For long term dust control, consider SPC-6 Revegetation

RATINGS			
Associated Costs	**H**	**M**	**L**
Implementation			X
Maintenance	X		
Training			X
Target Pollutants Removal	**H**	**M**	**L**
Oil and Grease			X
Nutrients			X
Sediment	X		
Floatable Material			X
Metals		X	
Other Construction Waste			X

FIGURES
Photos/Sketches
EC-7 Dust Control Photos
Tables
Commonly Used Dust Suppressants

PURPOSE

Sediments which are transported from construction sites by stormwater runoff, wind, erosion and vehicle trackout are often re-dispersed to the air by subsequent vehicular traffic and high winds. Likewise, these sediments may be transported by the next rainfall into public storm sewer systems. Implementation of control measures to minimize the generation of fugitive dust from construction sites will reduce particulate matter in the air, which has significant health effects to workers and any nearby residents. There are three methods of dust control: (1) Geotextiles, mats, plastic covers, and other mechanical methods (2) dust palliatives (soil binders), and (3) revegetation.

APPROPRIATE APPLICATIONS

Dust control measures should be applied at the following locations and activities:

- Grading Operations (land clearing and earthmoving)
- Drilling and blasting
- Batch drop operations (loader operation)
- Exposed areas, cleared unstabilized area.
- Vehicle traffic on unpaved surfaces
- Sediment tracking on paved surfaces
- Blasting and wrecking ball operations
- Soil and debris storage piles

The contractor is responsible for complying with the Maricopa County Air Quality regulations. A summary of the basic requirements are as follows:

- Permits require the use of reasonably available dust control measures.
- Enforce visible opacity emission limits to determine compliance.
- Require dust control plans for construction or land clearing projects.
- Enforcement activities with priority given to citizen complaints.
- Require contractors to maintain records.

LIMITATIONS

Dust suppressants have a range of limitations and precautions. Refer to Commonly Used Dust Suppressants Table for limitations of each type of dust suppressant.

- All dust suppressants are temporary in nature and may need reapplication(s) throughout the life of a project.
- Dust suppressants require a minimum curing time until fully effective, as prescribed by the manufacturer, which may be 24 hours or longer. Reapplication may be necessary after a storm event.
- Dust suppressants will generally experience spot failures during heavy rainfall events. If runoff penetrates the soil at the top of a slope treated with a soil binder, the runoff may completely undercut the stabilized soil layer and discharge at a point further down the slope.
- Dust suppressants may not penetrate soil surfaces made up primarily of silt and clay, particularly when compacted.
- Some dust suppressants can be environmentally hazardous, especially if the dust suppressant dissolves in water. Dissolved chemicals can migrate with the runoff or percolate further below the ground surface. For additional information, refer to the EPA document, "Potential Environmental Impacts of Dust Suppressants: Avoiding Another Times Beach", referenced at the end of this BMP.
- Some dust suppressants do not perform well with low relative humidity, while others become slippery or leach out of the soil under heavy precipitation.

PLANNING CONSIDERATIONS

Many of the reasonably available control measures for controlling fugitive dust from construction sites can also be implemented as Best Management Practices for stormwater pollution prevention. Those best management practices include:

- Pave, vegetate, or chemically stabilize access points to paved roads.
- Provide covers for trucks transporting materials that contribute dust.
- Provide for wet suppression or chemical stabilization of exposed soils.
- Provide for rapid cleanup of sediments deposited on paved roads.
- Furnish stabilized construction road entrances and vehicle wash down areas.
- Stabilize unpaved haul roads, parking and staging areas.
- Implement dust control measures for material stockpiles.
- Prevent drainage of sediment-laden stormwater onto paved surfaces.
- Stabilize abandoned construction sites using vegetation or chemical stabilization methods.

- Limit the amount of areas disturbed by clearing and earth moving operations by scheduling these activities in phases.

RECOMMENDED STANDARDS AND SPECIFICATIONS

There are many products available as dust suppressants for chemicals available and recommendations for their use are summarized in Commonly Used Dust Suppressants Table.

RECOMMENDED MAINTENANCE AND INSPECTION

Dust control is an ongoing process during site construction. Re-application of dust control measure may be necessary until construction is complete.

POST CONSTRUCTION METHODS

Consider Revegetation or emulsion chip seals for more permanent dust control after the construction project has been completed.

REFERENCES

Tacoma Public Works Environmental Services, January 1993, City of Tacoma Surface Water Management Manual Volume II, Construction Stormwater Pollution Prevention. http://www.cityoftacoma.org/Page.aspx?hid=951#manual

CALTRANS, State of California Department of Transportation, March 2003, Construction Site Best Management Practices (BMPs) Manual. http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm

U.S. Environmental Protection Agency, December 1999, Construction Site Storm Water Runoff Control, National Menu of Best Management Practices for Storm Water Phase II. http://cfpub2.epa.gov/npdes/stormwater/menuofbmps/con_site.cfm

North Central Texas Council of Governments, December 2003, integrated Storm Water Management (iSWM) Design Manual for Construction

U.S. Environmental Protection Agency, Nevada May 30-31, 2002, Potential Environmental Impacts of Dust Suppressants: "Avoiding Another Times Beach" An Expert Panel Summary, Las Vegas.

EC-7 Dust Control Table

TABLE 5.2
COMMONLY USED DUST SUPPRESSANTS

Types	Functional Mechanism	Advantages	Limitations
Freshwater	Moisture wets particles, thereby increasing their mass and binding them together.	Usually readily available, low material cost, and easy to apply	Frequent light applications may be necessary during hot dry weather and can be labor intensive. Over application may result in loss of traction, erosion, or points of road failure.
Calcium Chloride	At a relative humidity greater than approximately 30% (77 F), the salts within the soil will pull moisture from the air above and retain it in the soil.	Reduces evaporation rate of surface moisture, lowers the freezing point of water, which reduces frost heave and freeze-thaw cycles, thereby reducing required road maintenance. Calcium Chloride also increases the compacted density of existing road base material. Effectiveness is retained after reblading.	Effectiveness in arid and semi-arid regions may be limited due to low relative humidity. It is very corrosive to aluminum alloys and slightly corrosive to steel. Solubility of calcium chloride results in leaching during heavy precipitation. Releases heat when mixed with water.
Magnesium Chloride	At a relative humidity greater than approximately 30% (77° F), the salts within the soil will pull moisture from the air above and retain it in the soil.	Reduces evaporation rate of surface moisture, lowers the freezing point of water, which reduces frost heave and freeze-thaw cycles, thereby reducing required road maintenance. Magnesium Chloride increases the compacted density of existing road base material more than Calcium Chloride. Effectiveness is retained after reblading.	Effectiveness in arid and semi-arid regions may be limited due to low relative humidity. It is very corrosive to aluminum alloys and slightly corrosive to steel. Solubility of calcium chloride results in leaching during heavy precipitation.
Lignin Derivatives	Act as adhesives by binding soil particles together and curing.	Greatly increases dry strength of soil, not humidity-dependent, imparts some plasticity to road surfaces, and lowers freezing point of road surface and base. Effectiveness is retained after reblading.	High solubility results in leaching during heavy precipitation. It is corrosive to aluminum alloys due to acidity ($CaCO_3$) can neutralize the acidity). Proper aggregate mix is important to performance. Becomes slippery when wet and brittle when dry.
Tree Resin Emulsions (tall oil)	Act as adhesives by binding soil particles together and curing.	Low solubility after curing minimizes leaching and provides degree of surface waterproofing. Imparts some plasticity to road surfaces, has a high bonding strength, and is non-corrosive.	Requires proper weather and time to cure. No residual effectiveness after reblading. Equipment requires prompt cleanup to avoid curing of resin in hoses and pipes.
Synthetic Polymer	Bind soil particles together by forming a polymerizing matrix; a function similar to adhesives.	Applicable to a range of emission sources and function well in sandy soil conditions. Some types allow seeded vegetation to grow through the polymer matrix.	Requires proper weather and time to cure. Water repellent. May be subject to UV (sunlight) degradation. Application equipment requires timely cleaning. There is no residual effectiveness after reblading.
Bituments, Tars, and Resins	Asphalt and resinous products are adhesive binding soil particles together. Petroleum oil products coat soil particles, increasing their mass and binding them together.	Water insoluble when dry; provide a degree of surface waterproofing. Good residual effectiveness.	Surface crusting fracturing and potholing may develop. Long-term application may cause road to become too hard for reblading. Bitumerits won't lower freezing point and petroleum oil products lack adhesive characteristics.
Cementitious Based Binders	High purity gypsum mixes with water and mulch to form a thin cement-like crust on the soil surface.	Flexible, durable, water permeable, arid resists soil chemicals. Reduces amount of aggregate required during initial construction and has lower maintenance costs than other dust suppressants.	Cementitious based binders are only effective for dust control in non-traffic areas. Instead, consider mixing cementitious based binders with sub-base soils for greater soil strength.

EC-7 Dust Control Table

TABLE 5.2
COMMONLY USED DUST SUPPRESSANTS (CONTINUED)

Types	Ideal Soil Characteristics	Relative Cost Comparison (average life expectancy)	Environmental Considerations
Freshwater	None	Low initial cost, high long-term maintenance cost (0 months)	Minimal environmental hazard. If applied excessively, may result in erosion and sediment runoff. Supply may be limited in some areas and, depending on the source, may require a water right permit.
Calcium Chloride	Plasticityindex>8 10-20 percent fines passing the No. 200 sieve (by weight)	Low initial cost, medium long-term maintenance cost (1-6 months)	Repeated applications and long term use may harm adjacent vegetation (See the manufacturer's product information).
Magnesium Chloride	Plasticityindex>8 10-20 percent fines passing the No. 200 sieve (by weight)	Low initial cost, medium long-term maintenance cost (1-6 months)	Repeated applications and long term use may harm adjacent and nearby vegetation (See the manufacturer's product information).
Lignin Derivatives	Plasticityindex>8 10-30 percent fines passing the No. 200 sieve (by weight)	Medium initial cost, low long-term maintenance cost (3-12 months)	Lignin products have high BOD (biological oxygen demand) in aquatic systems. Spills or runoff into surface or groundwaters may create low dissolved oxygen conditions resulting in fish kills or increases in ground water concentrations of iron, sulfur compounds arid other pollutants. (See the product MSDS for specific information).
Tree Resin Emulsions (tall oil)	Plasticityindex<3 10-20 percent fines passing the No. 200 sieve (by weight)	Medium initial cost, low long-term maintenance cost (1-6 months)	(See the manufacturer's product information)
Synthetic Polymer	Plasticityindex<3 5-20 percent fines passing the No. 200 sieve (by weight)	High initial cost, low long-term maintenance cost (1-3 months)	(See the manufacturer's product information)
Bituments, Tars, and Resins	Plasticityindex<3 <20 percent fines passing the No. 200 sieve (by weight)	High initial cost, high long-term maintenance cost (1-3 months)	Use of used oils prohibited. Some petroleum based products may contain carcinogenic polycyclic aromatic hydrocarbons (PAHs). (See the manufacturer's product information)
Cementitious Based Binders	Depending on the type of cementitious based binder, will work with both high and low plasticity index soils.	Low initial cost, medium long-term maintenance cost (3-6 months)	None

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INTERSECTION IMPROVEMENTS

DR: ASK	DES: ASK	CK: ASD	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			26	31

GH-1 GH-1: Chemical Management

DEFINITION

Chemical management includes the proper labeling, handling, storage and disposal of chemical products.

GENERAL INFORMATION
Applicability - Effectiveness Inlet Drain Protection - high Debris Management, Cleanup, and Washout - moderate Equipment Storage/Maintenance - high
Most effective when used with: Protect excavated areas before runoff enters by using: GH-2 Solid Waste Management GH-3 Equipment Maintenance Procedures GH-5 Spill Containment Plan
Alternative BMPs: None

RATINGS	H	M	L
Associated Costs			
Implementation		X	
Maintenance		X	
Training		X	
Target Pollutants Removal			
Oil and Grease	X		
Nutrients	X		
Sediment			X
Floatable Material			X
Metals	X		
Other Construction Waste	X		

FIGURES
Photos/Sketches GH-1 Chemical Management Photos
CAD Drawings None

PURPOSE

Proper chemical management prevents, or at least minimizes stormwater runoff from being polluted through spills or other forms of contact. It is not intended to supercede or replace normal site assessment and remediation procedures.

APPROPRIATE APPLICATIONS

Chemical management practices, along with the applicable OSHA, DOT, and EPA guidelines, should be incorporated at all construction sites that use or generate potentially hazardous wastes. Target chemicals include:

- Paints, solvents, and stains
- Wood preservatives
- Fuel, lube oils, grease, and cutting oils
- Roofing tar
- Pesticides, herbicides, and fertilizer
- Antifreeze

LIMITATIONS

- Chemical management practices are not intended to address site-assessments and pre-existing soil and water contamination. Major contamination and large spills require immediate response from spill-response personnel.
- Demolition activities and potential pre-existing materials, such as lead-based paint and asbestos in building materials, are not addressed by this practice.
- Chemical management practices cover general procedures and are not intended for products and uses that may require additional safeguards.

RECOMMENDED STANDARDS AND SPECIFICATIONS

The best method for controlling chemical pollution is to provide adequate controls at the point of storage and use. The following recommendations are intended to prevent, and/or minimize contamination of runoff:

Storage and Labeling Procedures

- Where possible, cover stockpiled materials indoors or with a temporary roof structure. Do not allow water to pond around stored drums.

- Do not pinch a drum with a forklift when unloading or moving.
- If moving multiple drums (i.e. on a pallet), make sure they are held together with shrink wrap or a steel band.
- Mark any damaged containers.
- Do not store chemicals, drums, and bagged materials directly on the ground. Use secondary containment platforms or wooden pallets.
- Provide spill containment dikes around chemical and fuel storage tanks. Line with plastic film to prevent soil contamination.
- When possible, keep chemical products in their original containers, bungs on lids closed (except during use), and labeled in accordance with DOT and EPA regulations. Use proper devices to transfer chemicals from one container to another.
- Containment areas that have collected precipitation should not be drained until the site supervisor has ensured that the drainage will not contaminate surrounding soil.

Waste Handling and Disposal Procedures

- Ensure that adequate hazardous waste storage space is available, hazardous waste collection containers are conveniently located, and that adequate cleanup and containment materials are available onsite.
- Store hazardous wastes in an appropriate type of container and properly labeled per EPA, OSHA, and DOT regulations.
- Consult with the local municipality jurisdiction as to whether wash up water from water-based paints may go into a sanitary sewer.
- Regularly dispose of oil-based paints, solvents, thinners, and mineral spirits through a licensed waste management firm.
- Follow the recommendations of the manufacturer to dispose of construction chemicals such as curing compounds, form releases, etc.
- Follow the manufacturer's instructions regarding the intended use, protective equipment, ventilation, flammability, and mixing of chemicals.

The effectiveness of chemical management is enhanced when the following BMPs are also implemented: Solid Waste Management, Equipment Maintenance Procedures, and Spill Containment Plan

RECOMMENDED MAINTENANCE AND INSPECTION

Various components of a Chemical Management program must be continually maintained and revised:

Educating workers

- Safety procedures for proper construction site chemical storage and management.
- Identification of potential sources of chemical pollutants.
- Spill prevention and response procedures.
- Potential dangers to humans and the environment from chemical pollutants.
- Establish a continuing education program to educate new employees.

Quality Assurance

- Foreman and/or construction supervisor should monitor onsite chemical storage and disposal procedures.
- Educate and if necessary, retain and/or discipline workers who violate procedures.
- Ensure the hazardous waste disposal contractor is reputable and licensed.

Emergency Response Plan

As specified by the local Fire Department, revisions may be necessary to the Protected Chemical and Materials Storage Area Plan during the course of construction based upon materials to be stored on site.

If a spill occurs which equals or exceeds the reportable quantity (RQ) for a 24-hour period as defined by the EPA in 40 CFR Part 110, 40 CFR Part 117, and 40 CFR Part 302, then:

- Report spill to the National Response Center, 1-800-424-8802, within 24 hours. Also notify the Arizona Emergency Response Commission and the Maricopa County Emergency Management Department.
- Revise the Stormwater Pollution Prevention Plan (SWPPP) to show corrective actions.
- Notify local EPA Region IX office within 14 days.

POST CONSTRUCTION METHODS

If hazardous materials are stored onsite after the development is completed, proper chemical management procedures and structures should be maintained.

GH-2 GH-2: Solid Waste Management

DEFINITION

The routine collection, recycling, and disposal of accumulated solid waste generated at the construction site.

GENERAL INFORMATION
Applicability - Effectiveness Debris Management, Cleanup, and Washout - moderate Trash Collection/Management - high
Most effective when used with: GH-1: Chemical Management GH-3: Equipment Maintenance Procedures GH-5: Spill Containment Plan
Alternative BMPs: None

RATINGS	H	M	L
Associated Costs			
Implementation		X	
Maintenance		X	
Training		X	
Target Pollutants Removal			
Oil and Grease			X
Nutrients		X	
Sediment			X
Floatable Material	X		
Metals	X		
Other Construction Waste	X		

FIGURES
Photos/Sketches Solid Waste Management Photos
CAD Drawings None

PURPOSE

Solid waste is one of the major pollutants caused by construction activities. By limiting the trash and debris on site and through proper disposal methods, stormwater quality is improved and there is reduced clean up at the completion of a project.

APPROPRIATE APPLICATIONS

Proper solid waste management is applicable to all construction activities. Solid wastes include, but are not limited to:

- Construction wastes including plastic, glass, rubber, brick, mortar, timber, steel and metal scraps, sawdust, pipe and electrical cuttings, non-hazardous equipment parts, Styrofoam and other materials used to transport and package construction materials, materials from the demolition of structures. Highway planting wastes, including vegetative material, plant containers, and packaging materials.
- Domestic waste products, including sanitary wastes, food containers, beverage cans, coffee cups, paper bags, plastic wrappers, cigarettes, and litter generated by the public.

LIMITATIONS

- Temporary stockpiling of certain construction wastes may not necessitate stringent drainage related controls during the non-rainy season or in desert areas with low rainfall.
- This practice only applies to non-hazardous solid waste.

RECOMMENDED STANDARDS AND SPECIFICATIONS

Education

- Site supervisor or other designated personnel should oversee and enforce proper solid waste procedures and practices.
- Instruct employees and subcontractors on identification of solid waste and hazardous waste, solid waste storage and disposal procedures. Require that employees and subcontractors follow solid waste handling and storage procedures.
- Hold regular meetings to discuss and reinforce disposal procedures (incorporate into regular safety meetings).
- Prohibit littering by employees, subcontractors, and visitors.
- Wherever possible, minimize production of solid waste materials.

Collection, Storage, and Disposal

- Covered dumpsters of sufficient size and number should be provided to contain the solid waste generated by the project operations.
- Prevent clogging of the storm drainage system by removing litter and debris from drainage grates, trash racks, and ditch lines.
- Trash receptacles should be provided in the contractor's yard, field trailer areas, and at locations where workers congregate for lunch and break periods.
- Construction debris and litter from work areas within the construction limits of the project site should be collected and placed in watertight dumpsters at least weekly regardless of whether the litter was generated by the contractor, the public, or others. Collected litter and debris should not be placed in or next to drain inlets, stormwater drainage systems, or watercourses.
- Full dumpsters should be removed from the project site.
- Litter stored in collection areas and containers should be handled and disposed of by trash hauling contractors every two weeks or more frequently, if necessary. Notify trash hauling contractors that only watertight dumpsters are acceptable for use onsite. Plan for additional containers and more frequent pickup during the demolition phase of construction.
- Stormwater runoff should be prevented from contacting stored solid waste through the use of berms, dikes, or other temporary diversion structures.
- Solid waste storage areas should be located more than 50 ft from drainage facilities and watercourses and should not be located in areas prone to flooding or ponding.
- Dumpster washout on the project site is not allowed.
- Keep the site clean of litter debris.

Hazardous Waste Management

- Segregate potentially hazardous waste from non-hazardous construction site waste. Make sure that toxic liquid wastes (e.g., used oils, solvents, and paints) and chemicals (e.g., acids, pesticides, additives, curing compounds) are not disposed of in dumpsters designated for construction debris. For disposal of hazardous waste, see Chemical Management. Have hazardous waste hauled to an appropriate disposal and/or recycling facility.

Recycling

- Salvage or recycle useful vegetation debris, packaging and/or surplus building materials when practical. For example, trees and shrubs from land clearing can be converted into

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F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	27	31	

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO 50615 ANNE S. DEBOARD Date Signed 01/31/26 ARIZONA, U.S.A. Expires 03/31/2028

EROSION CONTROL DETAILS

SURPRISE ARIZONA

COTTON LN & PEORIA AVE INTERSECTION IMPROVEMENTS

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SCALE: N/A			27	31

wood chips, then used as mulch on graded areas. Wood pallets, cardboard boxes, and construction scraps can also be recycled.

Sanitary Waste Management

- Educate employees, subcontractors, and suppliers on sanitary/septic waste storage and disposal procedures and potential dangers to humans and the environment from sanitary/septic wastes.
- Hold regular meetings to discuss and reinforce disposal procedures (incorporate into regular safety meetings) and to educate new employees.
- Locate portable toilets a minimum of 20 feet away from storm drain inlets, drainage facilities, watercourses, and from traffic circulation. If unable to meet the 20-foot distance requirement, provide secondary containment for portable toilets.
- Properly connect temporary sanitary facilities that discharge to the sanitary sewer system to avoid illicit discharges. Sanitary and septic systems that discharge directly into sanitary sewer systems, where permissible, should comply with the local health agency, city, county, and sewer district requirements.
- If using an onsite disposal system, such as a septic system, comply with local health agency requirements.
- Ensure that sanitary/septic facilities are maintained in good working order by a licensed service. Use only reputable, licensed sanitary/septic waste haulers.

The effectiveness of solid waste management is enhanced when the following BMPs are also implemented: Chemical Management, Equipment Maintenance Procedures, and Spill Containment Plan.

RECOMMENDED MAINTENANCE AND INSPECTION

- Onsite trash should be collected and disposed of on a regular basis. Sanitary systems should also be regularly serviced.
- Repair trash containers and dumpsters on an as needed basis. Where possible provide cover for waste containers to prevent the entry of rainwater and loss of contents by wind.
- Maintain a contingency plan in the case that hazardous or toxic materials are discovered onsite.

POST CONSTRUCTION METHODS

Long term solid waste practices should be implemented (i.e. dumpsters, and regular trash pick-ups, etc.)

GH-3 GH-3: Equipment Maintenance Procedures

DEFINITION

Establish a program of equipment maintenance procedures, which will reduce contamination of onsite soils.

GENERAL INFORMATION
Applicability - Effectiveness Equipment Storage/Maintenance - high Debris Management, Cleanup, and Wash-out- moderate Trash Collection/Management - moderate
Most effective when used with: GH-1: Chemical Management GH-4: Designated Washdown Areas GH-5: Spill Containment Plan
Alternative BMPs: None

RATINGS	H	M	L
Associated Costs			
Implementation		X	
Maintenance		X	
Training		X	
Target Pollutants Removal			
Oil and Grease	X		
Nutrients			X
Sediment			X
Floatable Material			X
Metals	X		
Other Construction Waste		X	

FIGURES
Photos/Sketches Equipment Maintenance Procedures Photos
CAD Drawings None

PURPOSE

Non-sediment stormwater pollution can occur through improper disposal of equipment fluids and disposables such as filters, batteries, and tires. An established program of maintenance procedures can prevent job site pollution and contamination of stormwater.

APPROPRIATE APPLICATIONS

These procedures are applied on all construction projects where an onsite yard area is necessary for storage and maintenance of heavy equipment and vehicles. Perform equipment maintenance, if possible, back at the maintenance shop.

LIMITATIONS

None identified.

RECOMMENDED STANDARDS AND SPECIFICATIONS

- Drip pans or absorbent pads should be used during vehicle and equipment maintenance work that involves fluids, unless the maintenance work is performed over an impermeable surface in a dedicated maintenance area.
- All maintenance areas are required to have spill kits and/or use other spill protection devices.
- Dedicated maintenance areas should be protected from stormwater runon and runoff, and should be located at least 50 ft from downstream drainage facilities and watercourses.
- Absorbent spill clean-up materials should be available in maintenance areas and should be disposed of properly after use. Substances used to coat asphalt transport trucks and asphalt spreading equipment should be non-toxic.
- Use offsite maintenance facilities whenever practical.
- For long-term projects, consider constructing roofs or portable tents over maintenance areas.
- Properly dispose of used oils, fluids, lubricants, and spill cleanup materials. Do not dump fuels and lubricants onto the ground, place used oil in a dumpster, or pour into a storm drain or watercourse. Repair fluid and oil leaks immediately. Provide spill containment dikes or secondary containment around stored oil and chemical drums.
- Properly dispose or recycle used batteries.

The effectiveness of equipment maintenance procedures is enhanced when the following BMPs are also implemented: GH-1: Chemical Management, GH-4: Designated Washdown Areas and GH-5: Spill Containment Plan.

RECOMMENDED MAINTENANCE AND INSPECTION

- Maintain waste fluid containers in leak proof condition.
- Vehicle and equipment maintenance areas should be inspected regularly.
- Vehicles and equipment should be inspected on each day of use. Leaks should be repaired immediately or the problem vehicle(s) or equipment should be removed from the project site.
- Inspect equipment for damaged hoses and leaky gaskets routinely. Repair or replace as needed.

POST CONSTRUCTION METHODS

None.

REFERENCES

CALTRANS, State of California Department of Transportation, March 2003, Construction Site Best Management Practices (BMPs) Manual.
http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm

U.S. Environmental Protection Agency, December 1999, Construction Site Storm Water Runoff Control, National Menu of Best Management Practices for Storm Water Phase II.
http://cfpub2.epa.gov/npdes/stormwater/menuofbmps/con_site.cfm

Washington Department of Ecology, August 2001, Stormwater Management Manual for Western Washington, Publications #99-11 through 99-15.

GH-4 GH-4: Designated Washdown Areas

DEFINITION

Procedures and practices that are designed to minimize or eliminate the discharge of concrete waste materials to the storm drain systems of watercourses.

GENERAL INFORMATION
Applicability - Effectiveness Inlet Drain Protection - high Debris Management, Cleanup, and Washout - high
Most effective when used with: GH-1: Chemical Management GH-3: Equipment Maintenance Procedures GH-5: Spill Containment Plan
Alternative BMPs: None

RATINGS	H	M	L
Associated Costs			
Implementation		X	
Maintenance		X	
Training		X	
Target Pollutants Removal			
Oil and Grease		X	
Nutrients			X
Sediment			X
Floatable Material			X
Metals		X	
Other Construction Waste	X		

FIGURES
Photos/Sketches GH-4 Designated Washdown Areas Photos
CAD Drawings None

PURPOSE

Designated washout areas and associated procedures ensure the proper washout of concrete trucks, tools, and equipment and prevents fresh concrete or cement laden mortar from entering a storm drainage system.

APPROPRIATE APPLICATIONS

Concrete waste management procedures and practices are implemented on construction projects where concrete is used as a construction material or where concrete dust and debris result from demolition activities.

- Where slurries containing Portland cement concrete (PCC) or asphalt concrete (AC) are generated, such as from sawcutting, coring, grinding, grooving, and hydro-concrete demolition.
- Where mortar-mixing stations exist.
- Where concrete trucks and other concrete-coated equipment are washed on site. See also Equipment Maintenance Procedures.

LIMITATIONS

None.

PLANNING CONSIDERATIONS

- Educate employees, subcontractors, and suppliers on the concrete waste management techniques described herein.
- The site supervisor or designated personnel should oversee and enforce concrete waste management procedures.

The effectiveness of washdown areas may be enhanced when the following BMPs are also implemented: Chemical Management, Equipment Maintenance Procedures, and Spill Containment Plan.

RECOMMENDED STANDARDS AND SPECIFICATIONS

PCC and AC Wastes

- PCC and AC waste should not be allowed to enter storm drains or watercourses. Instead, PCC and AC waste should be collected and properly disposed of outside the highway right-of-way or placed in a temporary concrete washout structure.
- Install a sign adjacent to each temporary concrete washout structure to inform concrete equipment operators to utilize the installed structures.

- A foreman and/or construction supervisor should monitor onsite concrete working tasks, such as saw cutting, coring, grinding and grooving to ensure proper methods are implemented.
- Saw cutting residue should not be allowed to flow across the pavement, and should not be left on the surface of the pavement. Vacuum slurry residue and dispose in a temporary facility and allow slurry to dry. Dispose of dry slurry residue in accordance with GH-2: Solid Waste Management.
- Similarly, residue from grinding operations should be picked up by means of a vacuum attachment to the grinding machine.

Onsite Temporary Concrete Washout Facility Procedures

- Temporary concrete washout facilities should be located a minimum of 50 feet from storm drain inlets, open drainage facilities, and watercourses, unless determined infeasible by the site supervisor. Each facility should be located away from construction traffic or access areas to prevent disturbance or tracking.
- Temporary concrete washout facilities should be constructed above grade or below grade at the option of the contractor and have sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.
- Perform washout of concrete mixer trucks in designated areas only. A sign should be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Wash concrete only from mixer truck chutes into approved concrete washout facility. Washout may be collected in an impermeable bag for disposal.

Above Grade Temporary Concrete Washout Structure

- Above grade temporary concrete washout structures should have a minimum length and width of 10 feet or larger to provide sufficient volume to contain all liquid and concrete waste generated by washout operations. If deemed necessary, the length and width of the washout structure may be expanded for more capacity.
- Straw bales, wood stakes, and sandbag materials should conform to the specifications in SPC-1: Organic Filter Barrier and SPC-2: Sand Bag Barrier.
- Plastic lining material should be a minimum of 10-mil polyethylene sheeting and should be free of holes, tears or other defects that compromise the impermeability of the material.

Below Grade Temporary Concrete Washout Structure

- Below grade temporary concrete washout should have a minimum length and width of 10 feet or larger to provide sufficient volume to contain all liquid and concrete

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EROSION CONTROL DETAILS

SURPRISE ARIZONA

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SCALE: N/A			28	31

waste generated by washout operations. If deemed necessary, the length and width of the washout structure may be expanded for more capacity.

- Plastic lining material should be a minimum of 10-mil polyethylene sheeting and should be free of holes, tears or other defects that compromise the impermeability of the material.
- Ensure that the soil base is free of rocks or other debris that may cause tears or holes in the plastic lining material.

Removal of Temporary Concrete Washout Facilities

- When temporary concrete washout facilities are no longer required for the work, as determined by the site supervisor, hardened concrete should be broken up, removed, and disposed of in accordance with GH-2: Solid Waste Management.
- Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities should be backfilled.

RECOMMENDED MAINTENANCE AND INSPECTION

- Monitor on site concrete waste storage and disposal procedures at least weekly.
- Monitor concrete working tasks, such as saw cutting, coring, grinding and grooving to ensure proper methods are employed.

POST CONSTRUCTION METHODS

None.

REFERENCES

CALTRANS, State of California Department of Transportation, March 2003, Construction Site Best Management Practices (BMPs) Manual.
http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm

U.S. Environmental Protection Agency, December 1999, Construction Site Storm Water Runoff Control, National Menu of Best Management Practices for Storm Water Phase II.
http://cfpub2.epa.gov/npdes/stormwater/menuofbmps/con_site.cfm

North Central Texas Council of Governments, December 2003, integrated Storm Water Management (iSWM) Design Manual for Construction.

Washington Department of Ecology, August 2001, Stormwater Management Manual for Western Washington, Publications #99-11 through 99-15.

GH-5 GH-5: Spill Containment Plan

DEFINITION

An emergency plan to contain spills of dangerous, hazardous, or toxic wastes which mitigates environmental damage and provides prompt notice to proper authorities.

GENERAL INFORMATION
Applicability - Effectiveness Inlet Drain Protection - high Debris Management, Cleanup, and Washout - high
Most effective when used with:
GH-1: Chemical Management
GH-3: Equipment Maintenance Procedures
GH-4: Designated Washdown Areas
Alternative BMPs:
None

RATINGS			
Associated Costs	**H**	**M**	**L**
Implementation		X	
Maintenance			X
Training		X	
Target Pollutants Removal	**H**	**M**	**L**
Oil and Grease	X		
Nutrients			X
Sediment			X
Floatable Material			X
Metals		X	
Other Construction Waste		X	

FIGURES
Photos/Sketches
GH-5 Spill Containment Plan Photos
CAD Drawings
None

PURPOSE

These procedures and practices are implemented to prevent and control spills in a manner that minimizes or prevents the discharge of spilled material to the drainage system or watercourses.

APPROPRIATE APPLICATIONS

This best management practice (BMP) applies to all construction projects. Spill control procedures are implemented any time chemicals and/or hazardous substances are stored. Substances may include, but are not limited to:

- Soil stabilizers/binders.
- Dust Palliatives.
- Herbicides.
- Growth inhibitors.
- Fertilizers.
- Deicing chemicals.
- Fuels.
- Lubricants.
- Other petroleum distillates.
- Sanitary and septic wastes.

To the extent that the work can be accomplished safely, spills of oil, petroleum products, substances listed under 40 CFR parts 110, 117, and 302.

LIMITATIONS

- The procedures and practices presented in this BMP are general. Contractor should identify appropriate practices for the specific materials used or stored onsite.
- This BMP only applies to *emergency* spill response. Refer to Chemical Management for proper storage, use, and disposal of dangerous, hazardous, and toxic wastes that should be observed at all times to minimize the potential for a spill.

PLANNING CONSIDERATIONS

Education

- Educate employees and subcontractors on what a significant spill is for each material they use, and what is the appropriate response for "significant" and "insignificant" spills.
- Educate employees and subcontractors on potential dangers to humans and the environment from spills and leaks.
- Hold regular meetings to discuss and reinforce appropriate disposal procedures (incorporate into regular safety meetings) and establish a program to instruct new employees.

Spill Response Procedures

- Significant/Hazardous Spills - for significant or hazardous spills that cannot be controlled by personnel in the immediate vicinity, the following steps should be taken:
  - Immediately notify the following:
    - Site supervisor and follow up with a written report.
    - Local emergency response (Fire department).
    - A spills contractor or a Haz-Mat team immediately. Construction personnel should not attempt to clean up the spill until the appropriate and qualified staff have arrived at the job site.
    - For spills of federal reportable quantities, in conformance with the requirements in 40 CFR parts 110,119, and 302, the contractor should notify the National Response Center (see contact number in table below).
  - Any applicable divisions within ADEQ should also be contacted. Notification should first be made by telephone and followed up with a written report.

Agency	Situation	Phone
Arizona Department of Environmental Quality (ADEQ) -Emergency Response Unit	Emergency	602-771-2330 800-234-5677
Arizona Department of Environmental Quality (ADEQ) -Emergency Response Unit	Routine Business	602-771-4106 602-771-4155
National Response Center	Emergency	800-424-8802
Local Fire Department/District	Emergency	911

Other ADEQ Contact Numbers	
ADEQ front desk	602-771-2300
Air Quality Division	602-771-2308
Waste Programs Division	602-771-4209
Pollution Prevention/TRI	602-771-4235
Water Quality Division	602-771-2306
Stormwater	602-771-4574

Post Spill Response Procedures

- Spills should not be buried or washed with water.
- Used clean up materials, contaminated materials, and recovered spill material that is no longer suitable for the intended purpose should be stored and disposed of in conformance with the special provisions.
- Water used for cleaning and decontamination should not be allowed to enter storm drains or watercourses and should be collected and disposed of in accordance with GH-1: Chemical Management. Water overflow or minor water spillage should be contained and should not be allowed to discharge into drainage facilities or watercourses.
- Proper storage, clean-up and spill reporting instruction for hazardous materials stored or used on the project site should be posted at all times in an open, conspicuous and accessible location.
- Waste storage areas should be kept clean, well organized and equipped with ample clean-up supplies as appropriate for the materials being stored. Perimeter controls, containment structures, covers and liners should be repaired or replaced as needed to maintain proper function.

The effectiveness of spill containment is enhanced when the following BMPs are also implemented: GH-1: Chemical Management, GH-3: Equipment Maintenance Procedures, and GH-4: Designated Washdown Areas.

RECOMMENDED MAINTENANCE AND INSPECTION

- Comply with suggestions and requirements set by local fire department.
- Verify weekly that spill control clean up materials are located near material storage, unloading, and use areas. Restock appropriate clean-up materials after a spill incident has occurred.

- Update spill prevention and control plans and stock appropriate clean-up materials whenever changes occur in the types of chemicals used or stored onsite, or after a spill incident has occurred.

POST CONSTRUCTION METHODS

None.

REFERENCES

Tacoma Public Works Environmental Services, January 1993, City of Tacoma Surface Water Management Manual Volume II, Construction Stormwater Pollution Prevention.
http://www.cityoftacoma.org/Page.aspx?hid=951#manual

CALTRANS, State of California Department of Transportation, March 2003, Construction Site Best Management Practices (BMPs) Manual.
http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm

U.S. Environmental Protection Agency, December 1999, Construction Site Storm Water Runoff Control, National Menu of Best Management Practices for Storm Water Phase II.
http://cfpub2.epa.gov/npdes/stormwater/menuofbmps/con_site.cfm

SPC-7 SPC-7: Storm Drain Inlet Protection

DEFINITION

A variety of methods of intercepting sediment at low point inlets through the use of stone, filter fabric, inlet inserts, and other materials. This is normally located at the inlet, providing either detention or filtration to reduce sediment and floatable materials in stormwater.

GENERAL INFORMATION
Applicability - Effectiveness Inlet Drain Protection - high Channels and Medians - high Perimeter and Access Controls - high
Most effective when used with:
An Erosion Control (EC) BMP
Alternative BMPs:
SPC-1 Organic Filter Barrier
SPC-2 Sand Bag Barrier
SPC-3 Gravel Filter Berms
SPC-5 Silt Fence

RATINGS			
Associated Costs	**H**	**M**	**L**
Implementation	X		
Maintenance	X		
Training			X
Target Pollutants Removal	**H**	**M**	**L**
Oil and Grease			X
Nutrients			X
Sediment		X	
Floatable Material		X	
Metals			X
Other Construction Waste			X

FIGURES
Photos/Sketches
SPC-7 Storm Drain Inlet Protection Photos
CAD Drawings
Filter Fabric Fence Drop Inlet Filter
Curb Inlet Protection

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-8348) In Maricopa County: (602) 263-1100

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 50615 ANNE S. DEBOARD Date Signed 01/30/26 ARIZONA, U.S.A. Expires 03/31/2028

EROSION CONTROL DETAILS

SURPRISE ARIZONA

COTTON LN & PEORIA AVE INTERSECTION IMPROVEMENTS

DR: ASK	DES: ASK	CK: ASD	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			29	31

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	29	31	

Kimley»Horn — 1661 E. CAMELBACK RD SUITE 400 PHOENIX, AZ 85016 — PHONE: 602-944-5500 FAX: 602-944-7423 www.kimley-horn.com

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CADD\12-SHEETS\LANDSCAPE\091863052_EC-CVR-DTL.DWG | BOMAR, BROCK | 1/13/2026

PURPOSE

Storm drain inlet protection measures prevent soil and debris from site erosion from entering storm drain drop inlets and clogging them. Typically, these measures are temporary controls that are implemented prior to large-scale disturbance of the surrounding site. The early use of storm drains during project development significantly reduces the occurrence of future erosion problems.

APPROPRIATE APPLICATIONS

Storm drain inlet protection is appropriate where storm drain inlets are to be made operational before permanent stabilization of the disturbed drainage area. There are a variety of types of structures that are applicable to different conditions:

- Filter Fabric Fence – applicable where the inlet drains a relatively small (less than 1 acre) flat area (less than 5 percent slope). Intended for relatively low flows.
- Excavated Drop Inlet Sediment Trap – intended for relatively high flows. An excavated drop inlet trap provides protections against sediment entering a storm drain inlet can be provided by excavating an area in the approach to the drain. The excavation volume should be approximately 1800 to 3600 cubic feet per acre of disturbed area drained.
- Block and Gravel Protection – used when the flows exceed 0.5 cubic feet per second (cfs) and it is necessary to allow for overtopping to prevent flooding around the inlet area.
- Foam or Fiber Roll Barriers - use for relatively low flows in areas where they can be anchored to the surface. Most appropriate for inlets on an unpaved surface.

LIMITATIONS

- Special caution should be exercised when installing inlet protection on publicly traveled streets or in developed areas.
- Inlet protection is only viable at low point inlets. Inlets that are on slope cannot be effectively protected because stormwater will bypass the inlet and continue downstream, causing an overload on downstream inlets.
- Ponding will occur at the inlet with possible short term flooding.
- Curb inlets on slopes cannot be effectively protected because the stormwater will bypass the inlet and continue downgrade.
- Filter fabric fences are limited to storm drain inlets for small drainage areas of five acres or less. Filter fabric fences are not appropriate in paved areas. For larger drainage areas, smaller sediment catchment areas are recommended.

PLANNING CONSIDERATIONS

Where storm sewers are made operational before their drainage area is stabilized, or where construction is adjacent to an existing storm sewer, large amounts of sediment may enter the storm sewer system. In cases of extreme sediment loading, the storm sewer itself may clog and lose a major portion of its capacity. To avoid these problems, it is necessary to prevent sediment from entering the system at the inlets.

This practice contains several types of inlet filters and traps which have different applications dependent upon site conditions and type of inlet. Other innovative techniques for accomplishing the same purpose are encouraged, but only after specific plans and details are submitted to and approved by the local government.

RECOMMENDED STANDARDS AND SPECIFICATIONS

Install inlet protection in accordance with the following:

- Filter fabric fence: Place 2 inch by 2 inch wooden stakes around the perimeter of the inlet a maximum of 3 feet apart and drive them at least 8 inches into the ground. Excavate a trench approximately 8 inches wide and 12 inches deep around the outside perimeter of the stakes. Staple the filter fabric (for material specifications, see SPC-5: Silt Fence to wooden stakes so that 32 inches of the fabric extends out and can be formed into the trench. Use heavy-duty wire staples at least 1/2 inch in length. Backfill the entire trench with 3/4 inch or less washed gravel.
- Excavated Drop Inlet Sediment Trap: Construct the inlet trap as shown in the Storm Drain Drop Inlet Protection Drawing. Ensure that the excavation volume can contain approximately 1800 to 3600 cubic feet per acre of disturbed area.
- Gravel Bag Filter: If there is a high content of clays and silts, use filter fabric in conjunction with gravel for additional filtering capacity. Construct the gravel bag filter as specified by Gravel Filter Berms.
- Foam or Fiber Roll Barrier: Foam or fiber roll is placed around the inlet and must be anchored to the curb surface, so that it is not carried away by runoff flows.

RECOMMENDED MAINTENANCE AND INSPECTION

For systems using filter fabric, inspections should be made on a regular basis, especially after large storm events. If the fabric becomes clogged, it should be replaced. Sediment should be removed when it reaches approximately half the height of the fence. If an excavated inlet sediment trap is used, sediment should be removed when it fills approximately half the depth of the hole.

POST CONSTRUCTION METHODS

Following the completion of construction projects in residential and municipal areas, more permanent drop-inlet protection devices can be installed in storm drain inlets. The link under the Vendor Products section lists several different drop-inlet protection devices.

REFERENCES

Tacoma Public Works Environmental Services, January 1993, City of Tacoma Surface Water Management Manual Volume II, Construction Stormwater Pollution Prevention. http://www.cityoftacoma.org/Page.aspx?hid=951#manual

CALTRANS, State of California Department of Transportation, March 2003, Construction Site Best Management Practices (BMPs) Manual. http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm

U.S. Environmental Protection Agency, December 1999, Construction Site Storm Water Runoff Control, National Menu of Best Management Practices for Storm Water Phase II. http://cfpub2.epa.gov/npdes/stormwater/menuofbmps/con_site.cfm

North Central Texas Council of Governments, December 2003, integrated Storm Water Management (iSWM) Design Manual for Construction.

North Carolina State University, (NCSU) North Carolina Nonpoint Source Pollution Control Measures. http://www.water.ncsu.edu/watersheds/info/bmps.html

Center for Watershed Protection, Inc., Stormwater Manager's Resource Center (SMRC). http://www.stormwatercenter.net/

Kamber Engineering Gaithersberg, Maryland, April, 1991, Sedimentation and Erosion Control, An Inventory of Current Practices, USEPA.

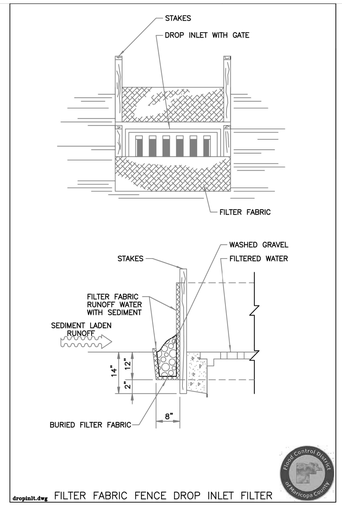
Urban Drainage and Flood Control District, Construction BMPs Chapter of Urban Storm Drainage Criteria Manual, Vol. 3: Best Management Practices, 1999 Denver, Colorado.

Goldman, S.J., Jackson, K., and Bursztynsky, T.A., 1986, Erosion and Sediment Control Handbook, McGraw Hill Book Company.

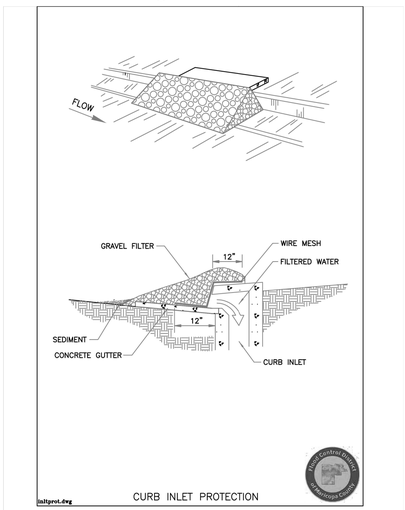
Washington Department of Ecology, August 2001, Stormwater Management Manual for Western Washington, Publications #99-11 through 99-15.

Smolen, M.D., September 1988, North Carolina Erosion and Sediment Control Planning and Design Manual, North Carolina Sediment Control Commission, et al.

SPC-7 Storm Drain Drop Inlet Protection Drawing



SPC-7 Storm Drain Curb Inlet Protection Drawing



F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	P65400	30	31	

Kimley»Horn
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SUITE 400
PHOENIX, AZ 85016
PHONE: 602-944-5500
FAX: 602-944-7423
www.kimley-horn.com

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE

NO.	DESCRIPTION	REV BY	CKD BY	DATE

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CADD\12-SHEETS\LANDSCAPE\091863052_EC-CVR-DTL.DWG | BOMAR, BROCK | 1/13/2026

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-8348)
In Maricopa County: (602) 263-1100

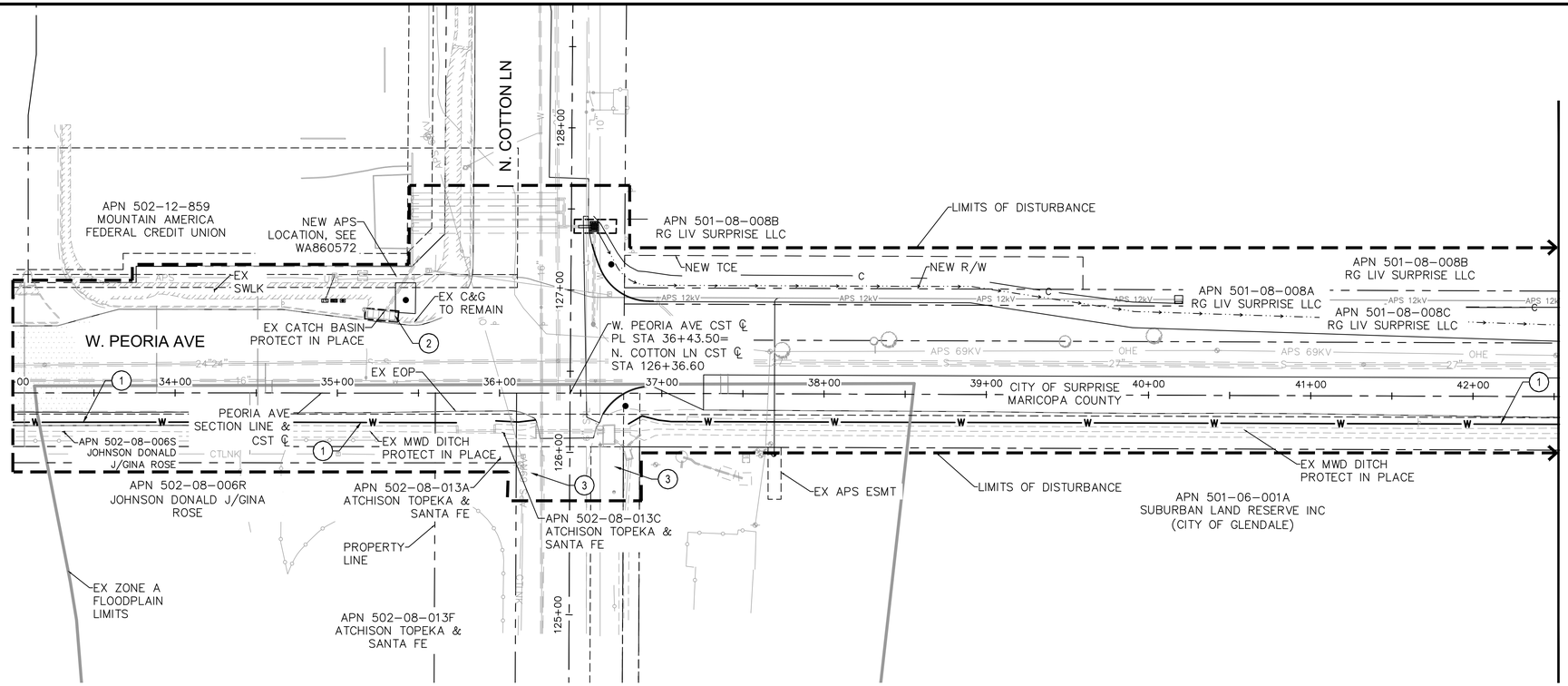
REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO
50615
ANNE S. DEBOARD
Date Signed 01/13/26
ARIZONA, U.S.A.
Expires 03/31/2028

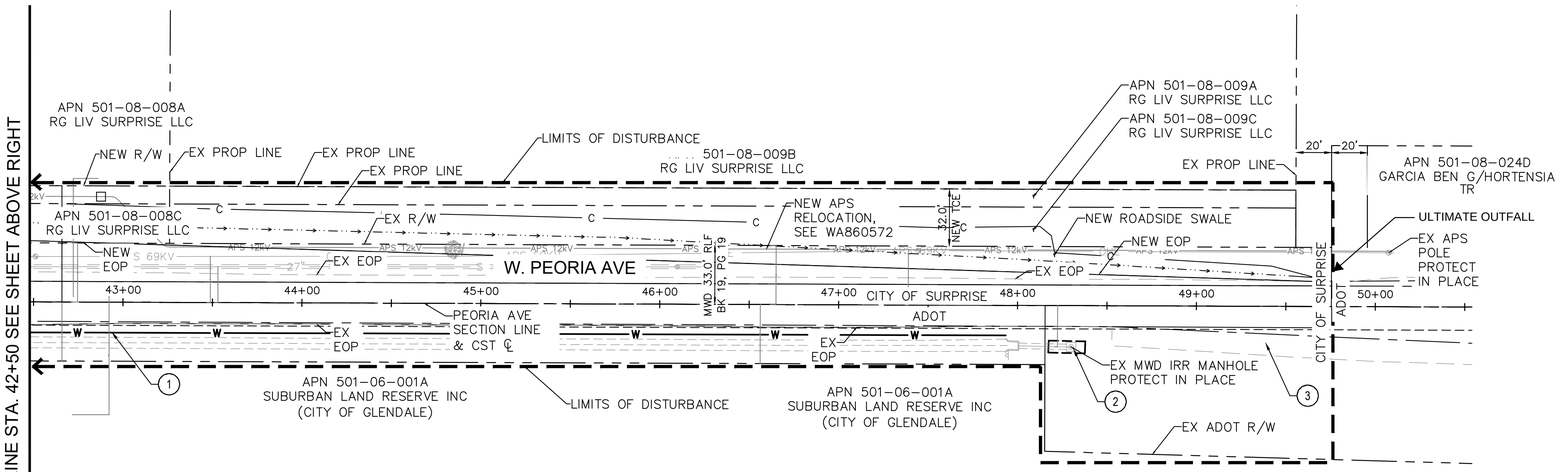
EROSION CONTROL DETAILS

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS

DR: ASK	DES: ASK	CK: ASD	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: N/A			30	31





REVISION BY CITY OF SURPRISE				
NO.	DESCRIPTION	REV BY	CKD BY	DATE

REVISION BY CITY OF SURPRISE				
NO.	DESCRIPTION	REV BY	CKD BY	DATE

K:\PHX_ROADWAY\091863052 - INTERIM PEORIA AVE-COTTON LN\CADD\12-SHEETS\LANDSCAPE\091863052_EC01.DWG | BOMAR, BROCK | 1/13/2026

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
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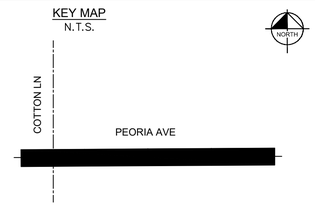
CONSTRUCTION NOTES

DESCRIPTION

1. *Wattle (9"), See Detail E1*
2. *Storm Drain Inlet Protection, See Detail SPC-7*
3. *Construction Entrance, See Detail EC-5*
4. *Areas to Receive Permanent Stabilization, (Not Shown)*
5. *Dust Control (Not Shown), See Detail EC-7*
6. *Solid Waste Management (Not Shown), See Detail GH-2*
7. *Equipment Maintenance Procedures (Not Shown), See Detail GH-3*
8. *Protected Chemical and Materials Storage Area (Not Shown), See Detail GH-1*
9. *Spill Containment Plan (Not Shown), See Detail GH-5*

KEY MAP
N.T.S.



GRAPHIC SCALE IN FEET
0 20 40 80

Call at least two full working days before you begin excavation.
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CERTIFICATE NO.
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ANNE S.
DEBOARD
Date Signed 01/13/26
ARIZONA, U.S.A.
Expires 03/31/2028

EROSION CONTROL PLAN

SURPRISE
ARIZONA

COTTON LN & PEORIA AVE
INTERSECTION IMPROVEMENTS
STA 33+00 TO STA 38+00

DR: ASK	DES: ASK	CK: ASD	NO.	TOTAL
DATE: 01/26	DATE: 01/26	DATE: 01/26		
SCALE: 1"=20' (H)			31	31

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: February 17, 2026 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Presentation and discussion regarding the Vistas Montanas Annexation, Case FS25-0291. In accordance with Arizona Revised Statutes § 9-471(A)(3), a public hearing is required to be held after filing a blank petition within the last ten days of the thirty-day waiting period.

Motion:
No Action.

Background:
Atwell, LLC, representing the property owner, seeks annexation of undeveloped land generally located south of the Central Arizona Project (CAP) canal along the Dixileta Drive and 179th Avenue roadway alignments. The annexation proposal is for two (2) parcels totaling approximately 5.57 acres of unincorporated land within Maricopa County zoning district, Rural Zoning District – One Acre Per Dwelling Unit (RU-43). If annexed, the property will assume the similar zoning district of Rural Residential (RR) as outlined in the Land Development Ordinance (LDO). The Resolution for the Intent to Annex directs City Staff to begin the annexation process pursuant to A.R.S. § 9-471.

Per the Arizona Revised Statutes (ARS) signatures of property owners may not be collected until 30 days after the recording of the blank petition and a public hearing must be held within the last ten days of the 30-day waiting period. Once the public hearing is held and the 30-day waiting period has expired, state statute requires that an excess of 50% of the landowners and assessed valuation for all real and personal property sign the in order to validate the petition. The statute allows up to one year to obtain the signatures. A blank petition was recorded with the Maricopa County Recorder's Office on January 7, 2026. Following the recording of this blank petition, it was discovered that an incorrect legal description was included. A revised blank petition was recorded on January 21, 2026, to correct the legal description.

Objective Analysis:
Positive impacts include adding additional property to the incorporated limits which will generate additional property and potential development fees for the City. Negative impacts could include providing services to a 5.57-acre area where the City did not have to previously serve.

Policy Compliant:

No action is being taken at this time. However, if the City Council moves forward to annex property into the City limits the annexation would be deemed policy compliant by expanding the range of influence of the City.

Financial Impact:

At this time, there are no financial impacts associated with this item. If the City Council moves forward to annex property into the City limits there could be financial impacts to the City to provide services to an area that the City did not provide services in the past. If the area is annexed, that could result in future development fees, sales and property taxes.

Budget Impact:

At this time, there are no budget impacts associated with this item. If the City Council moves forward to annex property into the City limits there could be minor budget impacts to the City to provide services to an area that the City did not provide services in the past. If the area is annexed that could result in future development fees, sales and property taxes.

FTE Impact:

At this time, there would be no additional FTEs associated with this item. If the City Council moves forward to annex property into the City limits staff does not believe any future FTEs would be needed based on the potential annexation.

ATTACHMENTS:

1. 00 - FS25-0291 Vistas Montanas Annexation - Blank Petition - Staff Report
2. 01-FS25-0291 Vistas Montanas Annexation -Blank Petition
3. 02-FS25-0291 Vistas Montanas Annexation - Vicinity Map
4. FS25-0291 Vistas Montanas Annexation - PowerPoint

ANNEXATION

REPORT TO THE CITY COUNCIL

Case:	**FS25-0291**
Project Name:	Vistas Montanas Annexation – Blank Petition
Council District:	1 - Acacia
City Council Date:	**February 17, 2026**
Planner:	Chris Sexton, Senior Planner

Owner:	Surprise Land Holdings, LLC
Applicant:	Atwell, LLC
Request:	Annexation Public Hearing
Site Location:	South of the Central Arizona Project (CAP) canal along the Dixileta Drive and 179th Avenue roadway alignments
Site Size:	5.57 acres (approx.)
General Plan Conformance:	The proposal is consistent with the Surprise General Plan 2040
Actions:	No Action at the time. City Council public hearing to discuss the annexation proposal.

Project Description:

Atwell LLC, applicant, seeks annexation of undeveloped land generally located south of the Central Arizona Project (CAP) canal along the Dixileta Drive and 179th Avenue roadway alignments. The annexation proposal is for two (2) parcels, consisting of approximately 5.57 acres of unincorporated land with Maricopa County zoning district, Rural Zoning District – One Acre Per Dwelling Unit (RU-43). If annexed, the property will assume the similar zoning district of Rural Residential (RR) as outlined in the Land Development Ordinance (LDO).

Arizona Revised Statutes require the filling of a blank annexation petition. A blank petition was recorded with the Maricopa County Recorder's Office on January 7, 2026. Following the recording of this blank petition, it was discovered that an incorrect legal description

was included. A revised blank petition was recorded on January 21, 2026 to correct the legal description. (see attached). Arizona Revised Statutes also require that no signatures be obtained during a 30-day waiting period immediately following the filing of the blank petition, and that a public hearing must be held during the last 10 days of the 30-day waiting period. This requirement is met as the public hearing is being held on day 27 of the 30-day waiting period. Once the public hearing is held and the 30-day waiting period has ended, signatures may be collected. State statute further requires that an excess of 50% of the landowners and assessed valuation for all real and personal property sign the petition in order to validate the petition. State statute allows up to one year following the end of the 30-day period to obtain the required number of signatures.

Summary:

The proposed annexation includes approximately 5.57 acres and requires signatures from representatives of one (1) property owner after the Arizona Revised Statute's required 30-day waiting period that concludes 30 days after the recordation of the blank petition. Upon receiving those signatures, Vistas Montanas Annexation will be eligible for annexation by the City of Surprise. The signed petition must be presented and considered by City Council within one (1) year.

The parcels to be annexed complies with all requirements for size, shape, and contiguity set forth in the Arizona annexation statutes.

Attachments:
01 Recorded Blank Petition
02 Vicinity Map
PPT

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
JUSTIN HEAP
20260034875 01/21/2026 09:36
ELECTRONIC RECORDING

AnnexFS250291-18-1-1--
GarciaC

Recording requested by:

City of Surprise
City Clerk's Office
16000 N Civic Center Plaza
Surprise, Arizona 85374

Re-recording Doc No 20260010507
to correct description

20260034875

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
JUSTIN HEAP
20260010507 01/07/2026 02:42
ELECTRONIC RECORDING

BPFS250291-9-1-1--
HoyP

Recording requested by:

City of Surprise
City Clerk's Office
1600 N Civic Center Plaza
Surprise, Arizona 85374

BLANK ANNEXATION

SURPRISE CASE #FS25-0291

AFFIDAVIT REGARDING ANNEXATION

Personally appears before me, Lloyd Abrams, who, first being duly sworn, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed Community Development Director of the City of Surprise, Arizona and I am qualified to make this affidavit on behalf of and for the City.
3. I have made a diligent search of the records of the Office of the Clerk of the City of Surprise and of the Office of the Maricopa County Recorder for any annexation filing which might involve territory sought to be annexed in the City of Surprise Annexation Petition, which is filed herewith, with exhibits, in the Office of the Maricopa County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471(A)(6), that no part of the territory associated with **Surprise Case #FS25-0291** for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

FURTHER AFFIANT SAYETH NOT.

Lloyd Abrams

(Lloyd Abrams, Surprise Community Development Director)

SWORN TO AND SUBSCRIBED before me this 7th day of January, 2026.

CHARLES VASQUEZ
Notary Public - Arizona
MARICOPA COUNTY
Commission # 655397
Expires August 21, 2027

Notary Public for the State of Arizona

My commission expires: 8-21-27

ANNEXATION PETITION

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA:

We, the undersigned, the owners of one-half or more of the real and personal property that also represents one-half or more of the value of the real and personal property that would be subject to taxation by the City of Surprise in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Surprise, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked "Exhibit "B" and made a part hereof, request the City of Surprise to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed as part of the Surprise Case #FS25-0291, not already within the present limits of the City of Surprise and located in Maricopa County, Arizona, is as described and attached hereto, marked Exhibit "A" and made part thereof:

DATE	NAME OF PROPERTY OWNER	MAILING ADDRESS	PHONE NO	PARCEL NUMBER OR LEGAL DESCRIPTION

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
55 FOOT RIGHT OF WAY
VISTAS MONTANAS
APN 503-51-008G
MARICOPA COUNTY, ARIZONA

LOCATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 55 FOOT STRIP OF LAND BEING EAST OF THE FOLLOWING DESCRIBED WEST LINE OF SECTION 26;

COMMENCING AT THE NORTHWEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A SECTION LINE THAT BEARS S89°59'10"E A DISTANCE OF 2646.05 FEET TO THE NORTH QUARTER CORNER;

THENCE, ALONG SAID NORTH LINE OF SECTION 26, S89°59'10"E A DISTANCE OF 516.39 TO THE POINT OF BEGINNING;

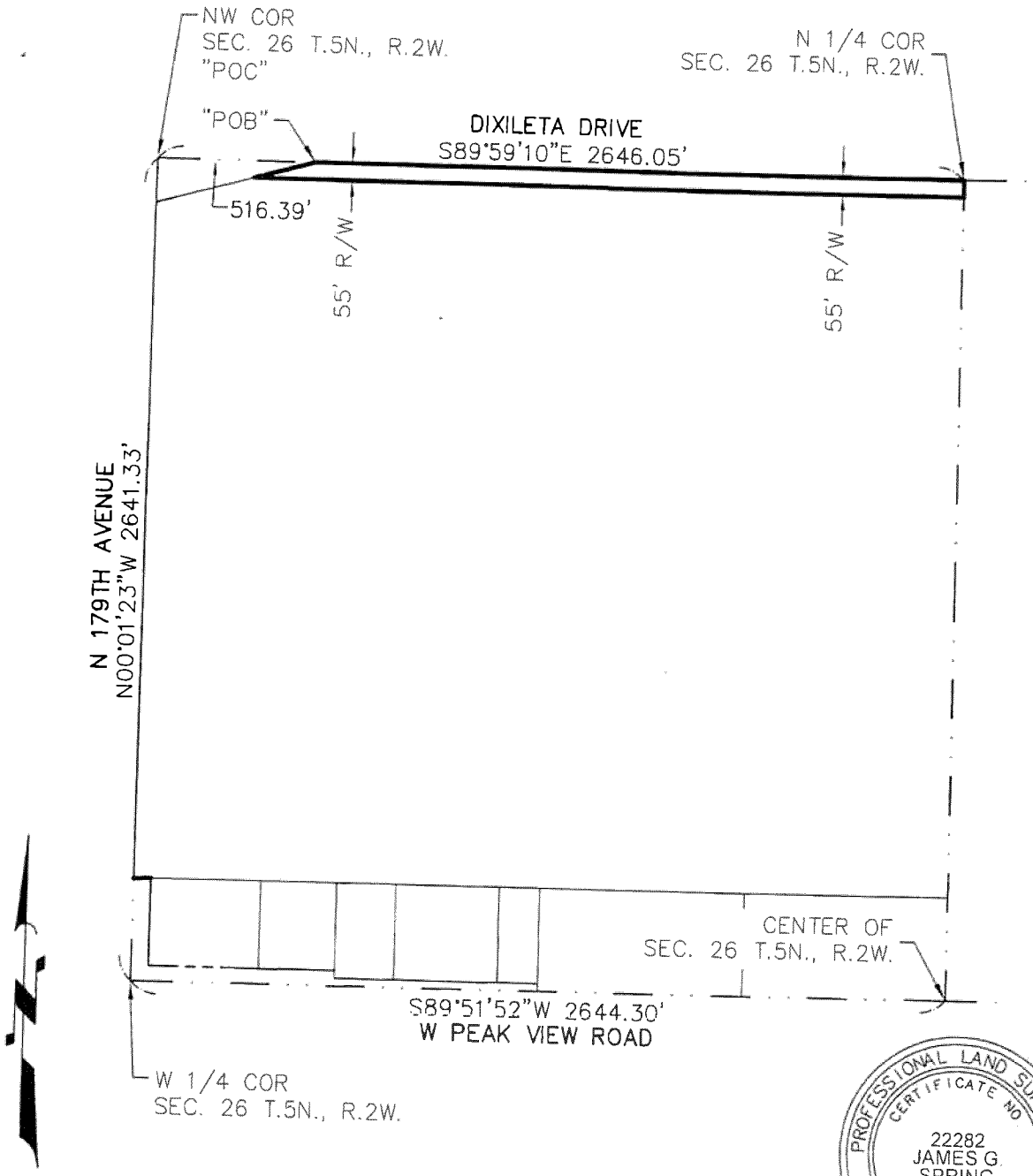
THENCE, S89°59'10"E A DISTANCE OF 2129.65 FEET TO THE POINT OF TERMINUS.

THE SIDE LINES OF SAID RIGHT OF WAY ARE SHORTENED OR LENGTHENED TO INTERSECT AT ADJOINING PROPERTY LINES.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 122,714 SQUARE FEET OR 2.82 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

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

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 21001285
DATE MARCH 18, 2025.



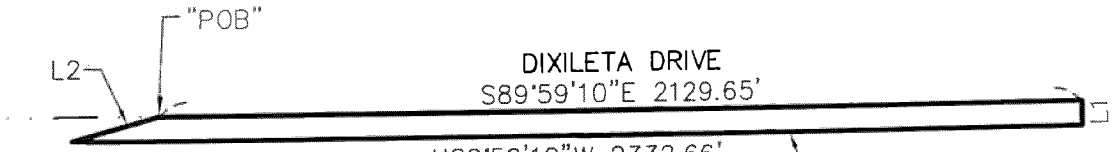
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G. SPRING
Date Signed 3/18/2025
ARIZONA U.S.A.

JOB NO. 21001285 PRODUCT TYPE: EX DATE: 03-18-2025 | SHEET 2 OF 3

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

EXHIBIT "A"
55' R/W
VISTAS MONTANAS
APN 503-51-008G
CITY OF SURPRISE, ARIZONA

K:\21001285 - VISTAS MONTANAS PAD AMENDMENT\DWG\SURVEY\EXHIBITS\19-APN 503-51-008G\21001285 503-51-008G EXHIBIT.DWG SAVE DATE: 3/18/2025 8:31 AM PLOT DATE: 3/18/2025 8:31 AM



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°00'15"W	55.00'
L2	N74°51'15"E	210.32'

Scale: 1"=400'

JOB NO. 21001285 PRODUCT TYPE: EX DATE: 03-18-2025

SHEET 3 OF 3

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

EXHIBIT "A"
55' R/W
VISTAS MONTANAS
APN 503-51-008G
CITY OF SURPRISE, ARIZONA

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ATWELL

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INFINITE SOLUTIONS.

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THENCE, ALONG SAID WEST LINE OF SECTION 26, N00°01'23"W A DISTANCE OF 330.15 TO THE POINT OF BEGINNING;

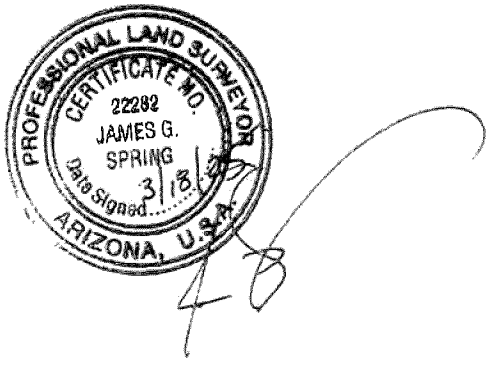
THENCE, N00°01'23"W A DISTANCE OF 2171.29 FEET TO THE POINT OF TERMINUS.

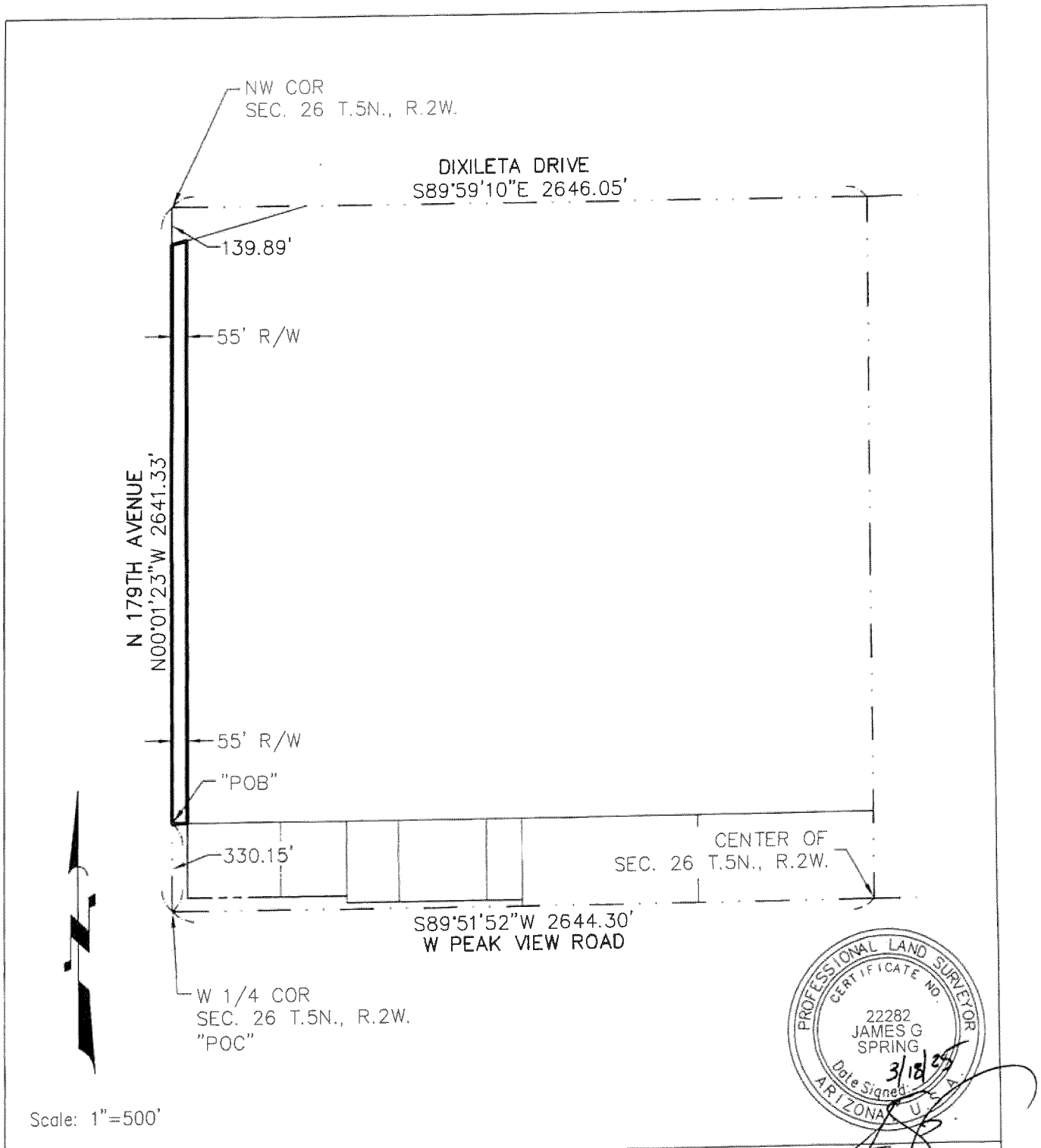
THE SIDE LINES OF SAID RIGHT OF WAY ARE SHORTENED OR LENGTHENED TO INTERSECT AT ADJOINING PROPERTY LINES.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 119,827 SQUARE FEET OR 2.75 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

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

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 21001285
DATE MARCH 18, 2025.





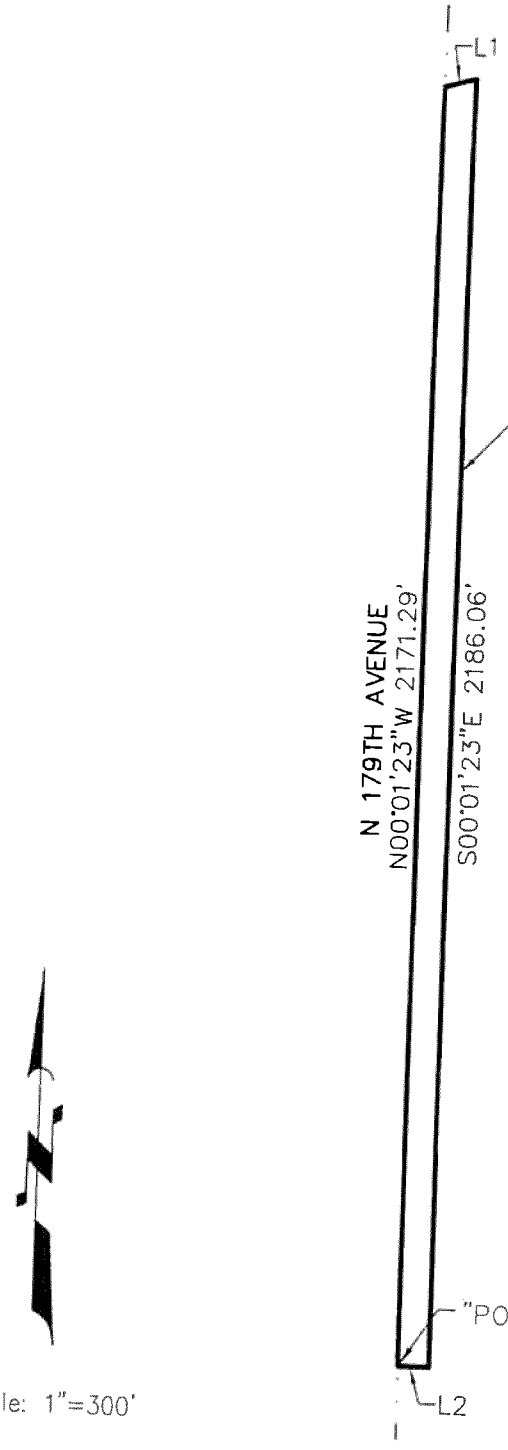
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G. SPRING
Date Signed: 3/18/25
ARIZONA U.S.A.

JOB NO. 21001285 PRODUCT TYPE: EX DATE: 03-17-2025 | SHEET 2 OF 3

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

EXHIBIT "A"
55' R/W
VISTAS MONTANAS
APN 503-51-008H
CITY OF SURPRISE, ARIZONA

K:\21001285 - VISTAS MONTANAS PAD AMENDMENT\DWG\SURVEY\EXHIBITS\18-APN 503-51-008H\21001285 503-51-008H EXHIBIT.DWG SAVE DATE: 3/17/2025 3:37 PM PLOT DATE: 3/18/2025 8:29 AM



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N74°51'15"E	56.97'
L2	S89°52'57"W	55.00'

Scale: 1"=300'

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G. SPRING
Date Signed: 3/18/25
ARIZONA U.S.A.

JOB NO. 21001285 PRODUCT TYPE: EX DATE: 03-178-2025

SHEET 3 OF 3

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AFFIDAVIT REGARDING ANNEXATION

Personally appears before me, Lloyd Abrams, who, first being duly sworn, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed Community Development Director of the City of Surprise, Arizona and I am qualified to make this affidavit on behalf of and for the City.
3. I have made a diligent search of the records of the Office of the Clerk of the City of Surprise and of the Office of the Maricopa County Recorder for any annexation filing which might involve territory sought to be annexed in the City of Surprise Annexation Petition, which is filed herewith, with exhibits, in the Office of the Maricopa County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471(A)(6), that no part of the territory associated with **Surprise Case #FS25-0291** for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

FURTHER AFFIANT SAYETH NOT.

(Lloyd Abrams, Surprise Community Development Director)

SWORN TO AND SUBSCRIBED before me this 21st day of January, 2026.

CHARLES VASQUEZ
Notary Public - Arizona
MARICOPA COUNTY
Commission # 655397
Expires August 21, 2027

Notary Public for the State of Arizona

My commission expires: 8-21-27

ANNEXATION PETITION

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA:

We, the undersigned, the owners of one-half or more of the real and personal property that also represents one-half or more of the value of the real and personal property that would be subject to taxation by the City of Surprise in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Surprise, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked "Exhibit "B" and made a part hereof, request the City of Surprise to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed as part of the Surprise Case #FS25-0291, not already within the present limits of the City of Surprise and located in Maricopa County, Arizona, is as described and attached hereto, marked Exhibit "A" and made part thereof:

DATE	NAME OF PROPERTY OWNER	MAILING ADDRESS	PHONE NO	PARCEL NUMBER OR LEGAL DESCRIPTION

ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
55 FOOT RIGHT OF WAY
VISTAS MONTANAS
APN 503-51-008G
MARICOPA COUNTY, ARIZONA

LOCATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 55-FOOT STRIP OF LAND BEING SOUTH OF THE FOLLOWING DESCRIBED NORTH LINE OF SECTION 26;

COMMENCING AT THE NORTHWEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A SECTION LINE THAT BEARS S89°59'10"E A DISTANCE OF 2646.05 FEET TO THE NORTH QUARTER CORNER;

THENCE, ALONG SAID NORTH LINE OF SECTION 26, S89°59'10"E A DISTANCE OF 516.39 TO THE **POINT OF BEGINNING**;

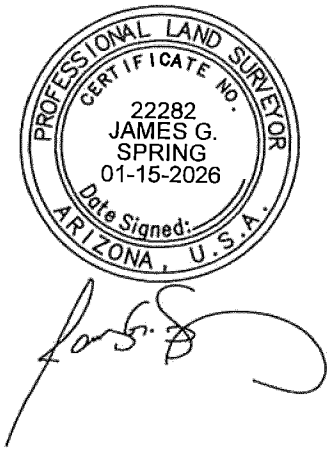
THENCE, S89°59'10"E A DISTANCE OF 2129.65 FEET TO THE POINT OF TERMINUS.

THE SIDE LINES OF SAID RIGHT OF WAY ARE SHORTENED OR LENGTHENED TO INTERSECT AT ADJOINING PROPERTY LINES.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 122,714 SQUARE FEET OR 2.82 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

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

PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 21001285
DATE JANUARY 15, 2026.



ATWELL

ONE COMPANY.
INFINITE SOLUTIONS.

LEGAL DESCRIPTION
55 FOOT RIGHT OF WAY
VISTAS MONTANAS
APN 503-51-008H
MARICOPA COUNTY, ARIZONA

LOCATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 55 FOOT STRIP OF LAND BEING EAST OF THE FOLLOWING DESCRIBED WEST LINE OF SECTION 26;

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A SECTION LINE THAT BEARS N00°01'23"W A DISTANCE OF 2641.33 FEET TO THE NORTHWEST CORNER;

THENCE, ALONG SAID WEST LINE OF SECTION 26, N00°01'23"W A DISTANCE OF 330.15 TO THE **POINT OF BEGINNING**;

THENCE, N00°01'23"W A DISTANCE OF 2171.29 FEET TO THE POINT OF TERMINUS.

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PREPARED BY:
ATWELL, LLC
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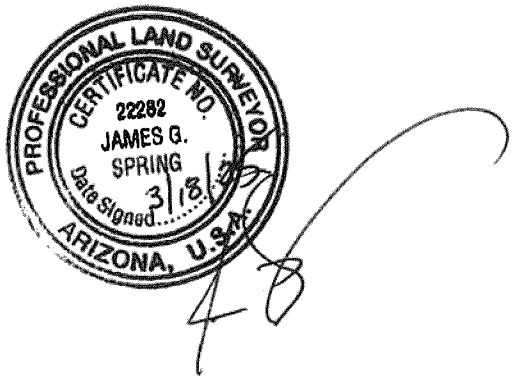
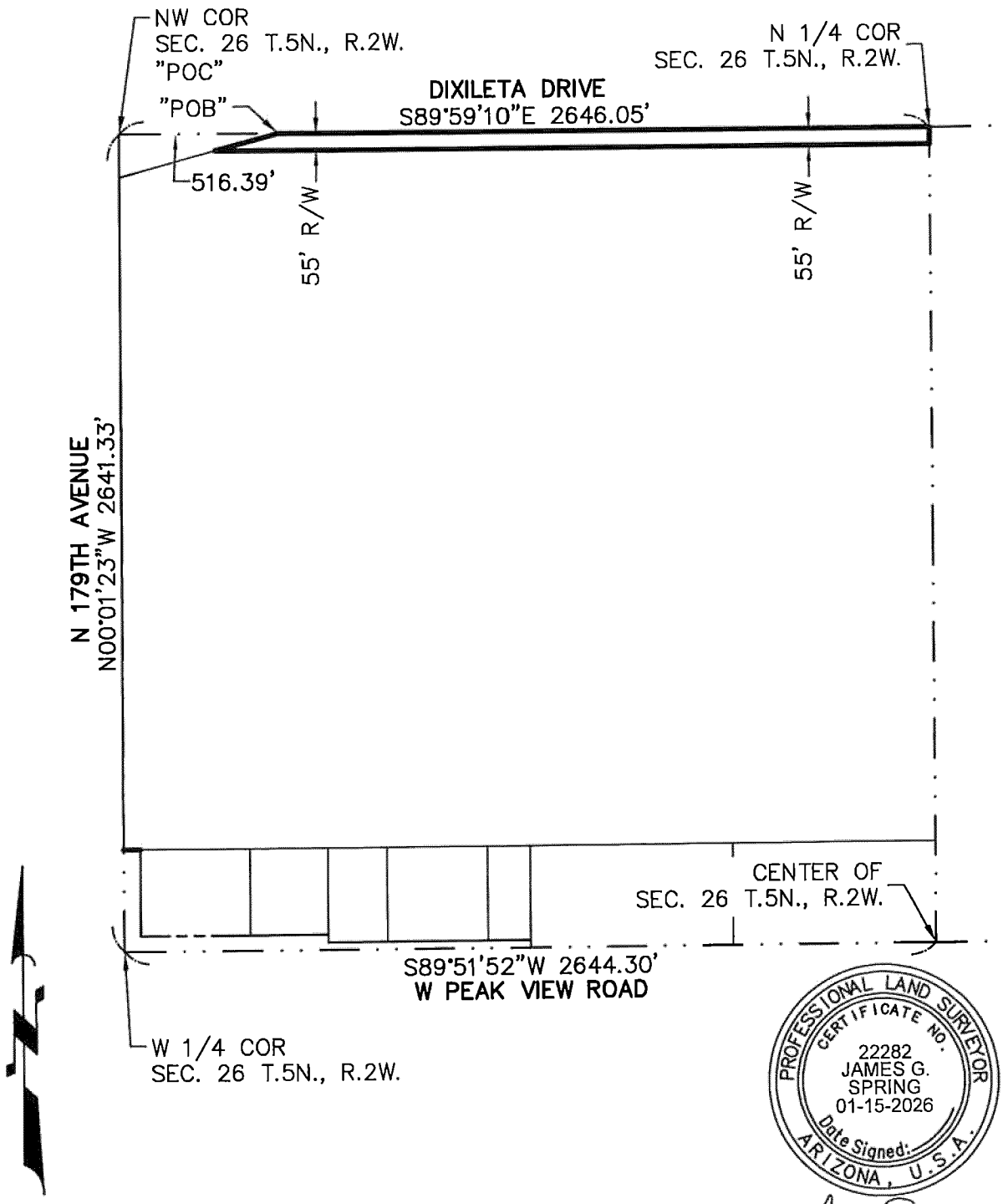
MESA, ARIZONA 85206
PROJECT NO. 21001285
DATE MARCH 18, 2025.





PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G.
SPRING
01-15-2026
Date Signed:
ARIZONA, U.S.A.

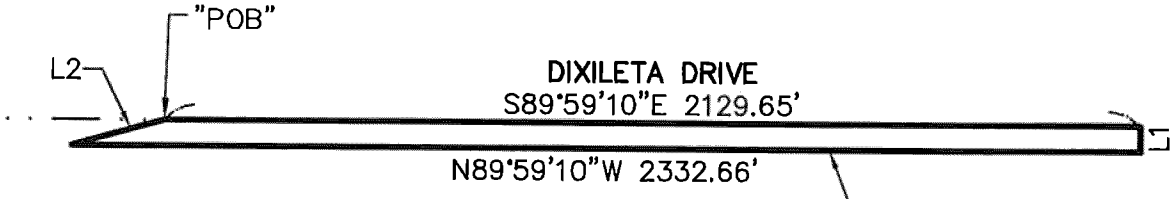
JOB NO. 21001285 PRODUCT TYPE: EX DATE: 01-15-2026

SHEET 2 OF 3

ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.6631

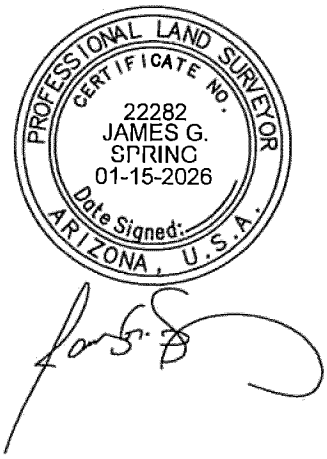
EXHIBIT "A"
55' R/W
VISTAS MONTANAS
APN 503-51-008G
CITY OF SURPRISE, ARIZONA

V:\21001285 - VISTAS MONTANAS PAD AMENDMENT\DWG\SURVEY\EXHIBITS\19-APN 503-51-008G - RW\21001285 503-51-008G EXHIBIT.DWG SAVE DATE: 1/15/2026 10:01 AM PLOT DATE: 1/15/2026 10:04 AM



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S00°00'15"W	55.00'
L2	N74°51'15"E	210.32'

Scale: 1"=400'



JOB NO. 21001285 PRODUCT TYPE: EX DATE: 01-15-2026	SHEET 3 OF 3

ATWELL
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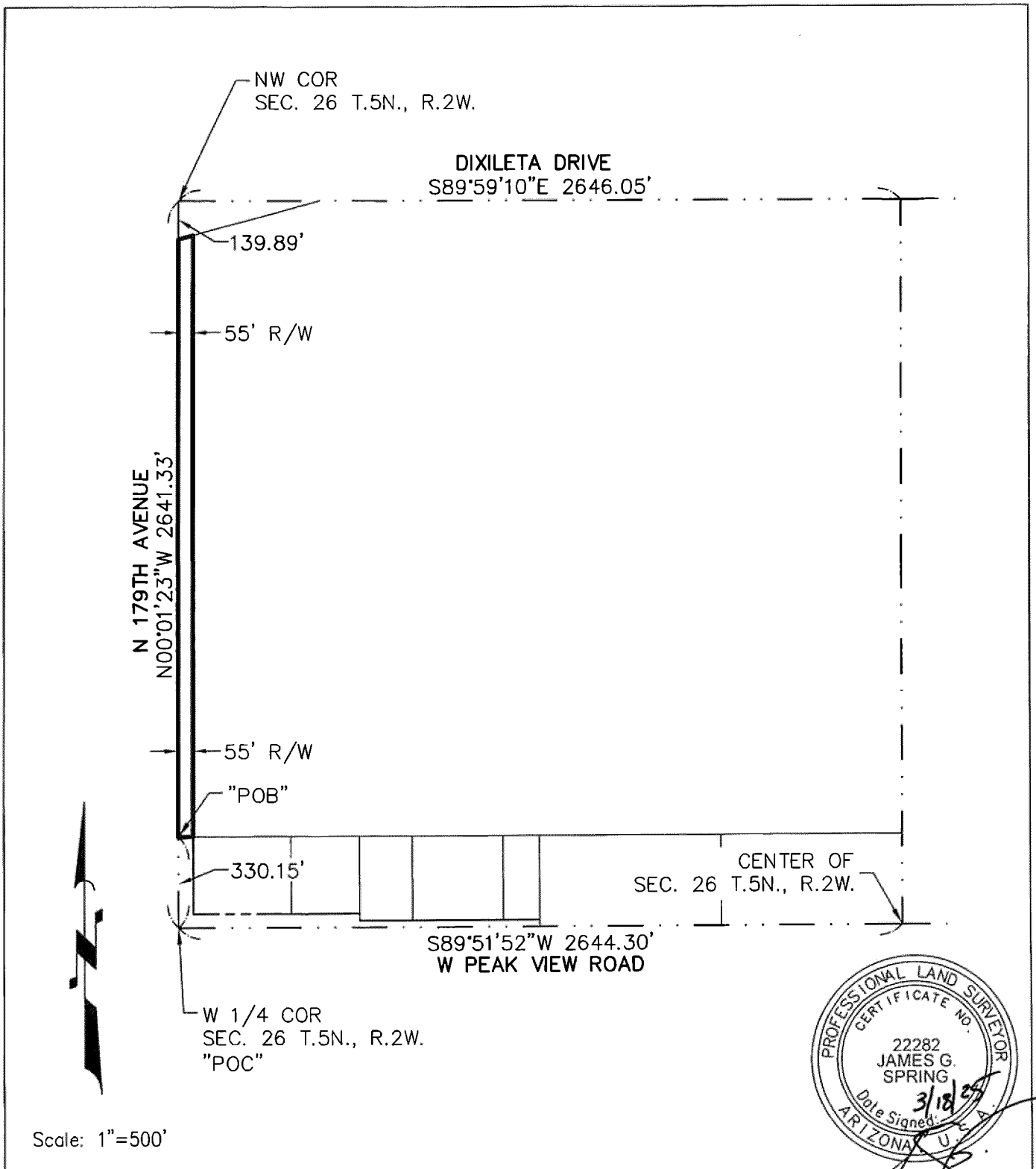

PROFESSIONAL LAND SURVEYOR
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Date Signed: 3/18/25
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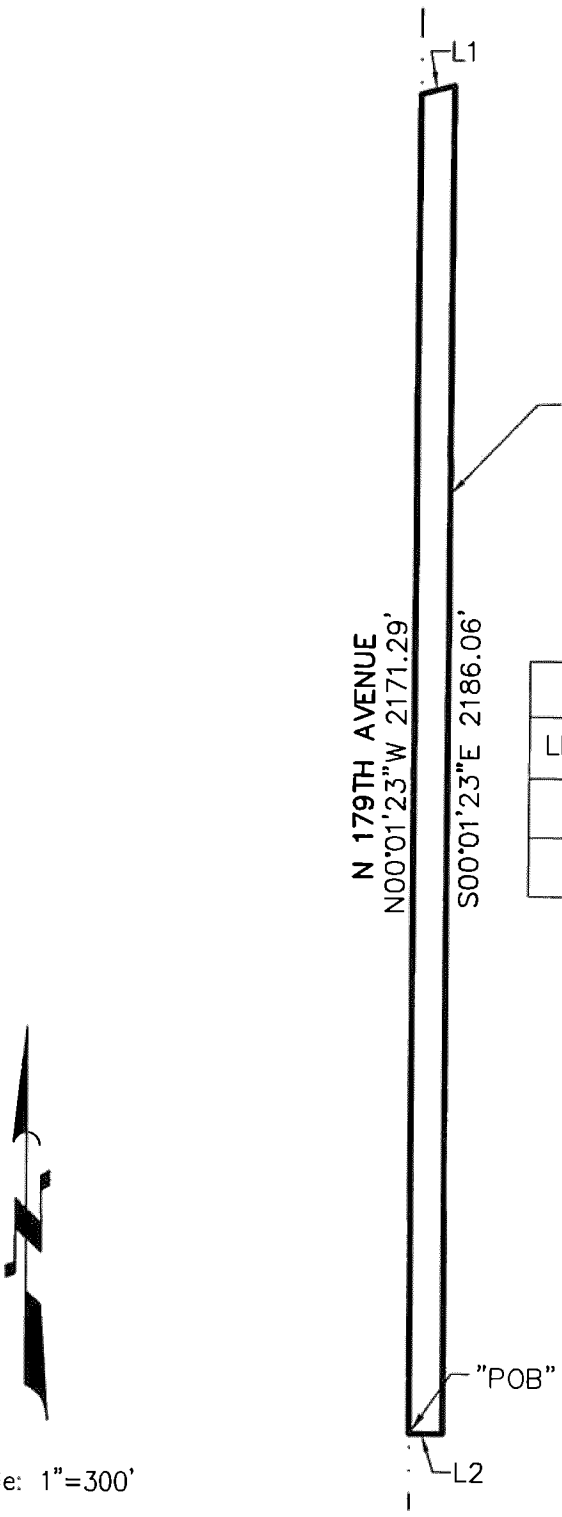

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N74°51'15"E	56.97'
L2	S89°52'57"W	55.00'

Scale: 1"=300'

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
22282
JAMES G.
SPRING
Date Signed: 3/18/25
ARIZONA U.S.A.

JOB NO. 21001285 PRODUCT TYPE: EX DATE: 03-178-2025

SHEET 3 OF 3

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CITY OF SURPRISE, ARIZONA

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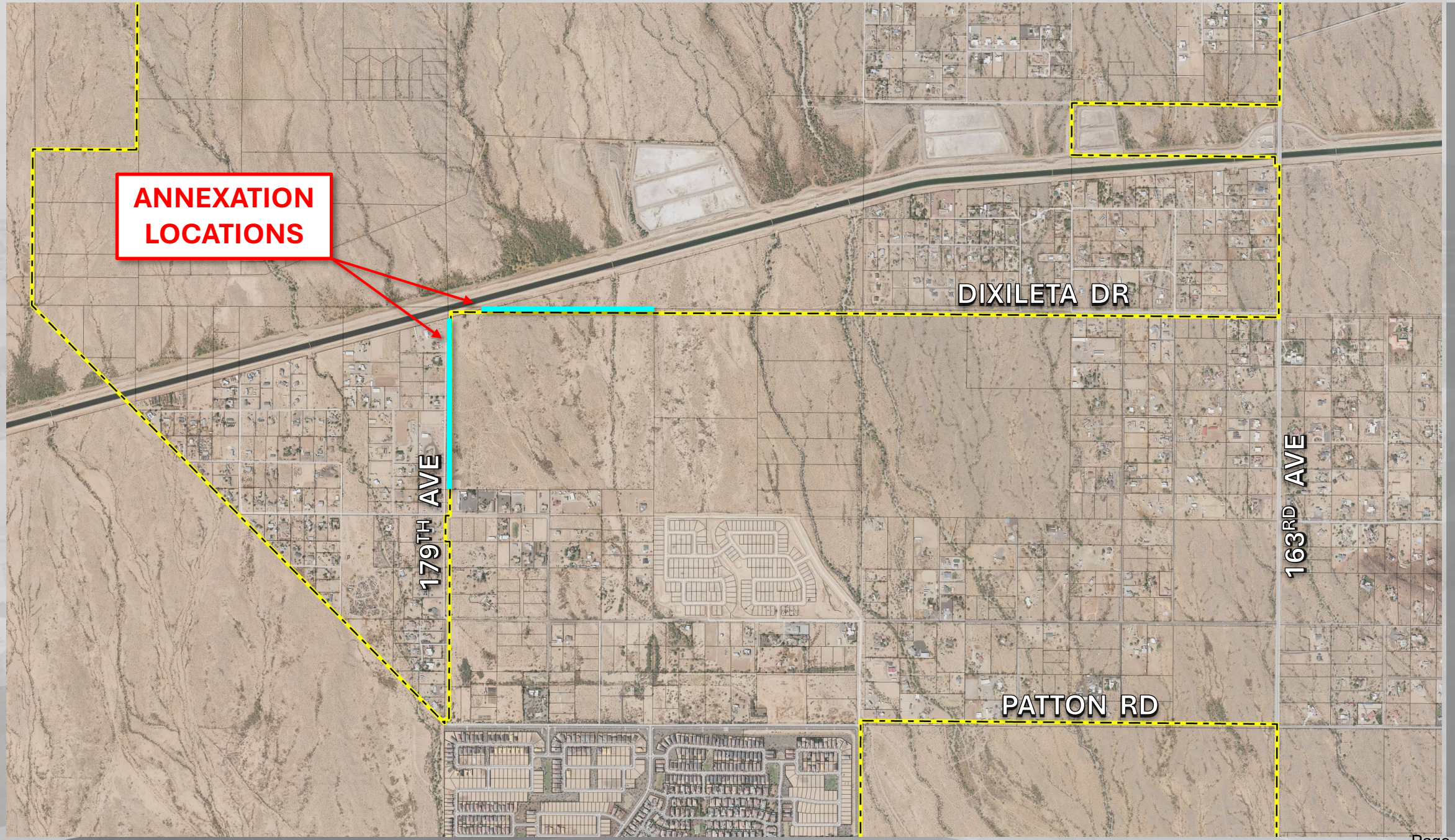


FS25-0291 VICINITY MAP

FS25-0291

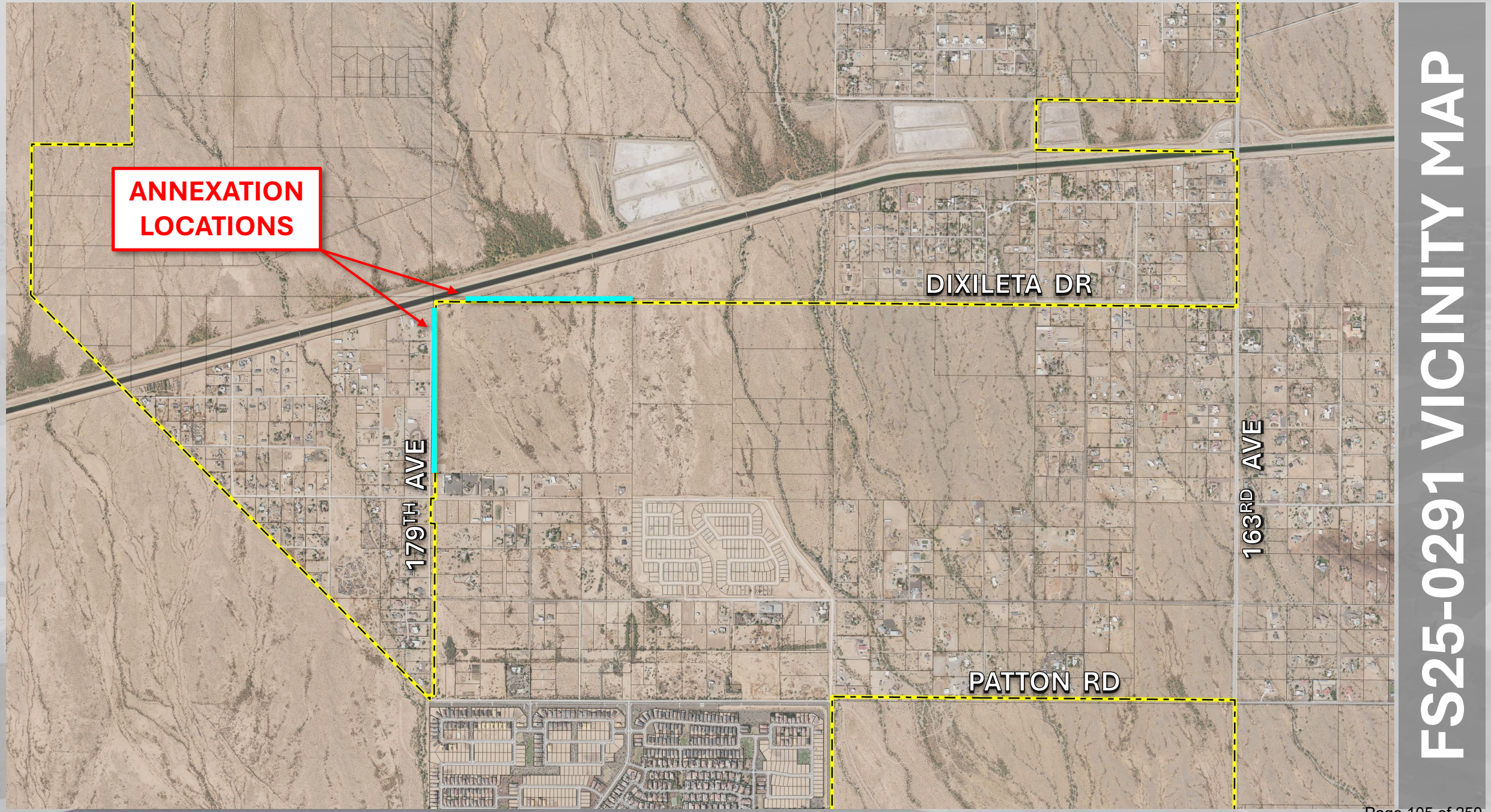
Vistas Montañas

Blank Petition

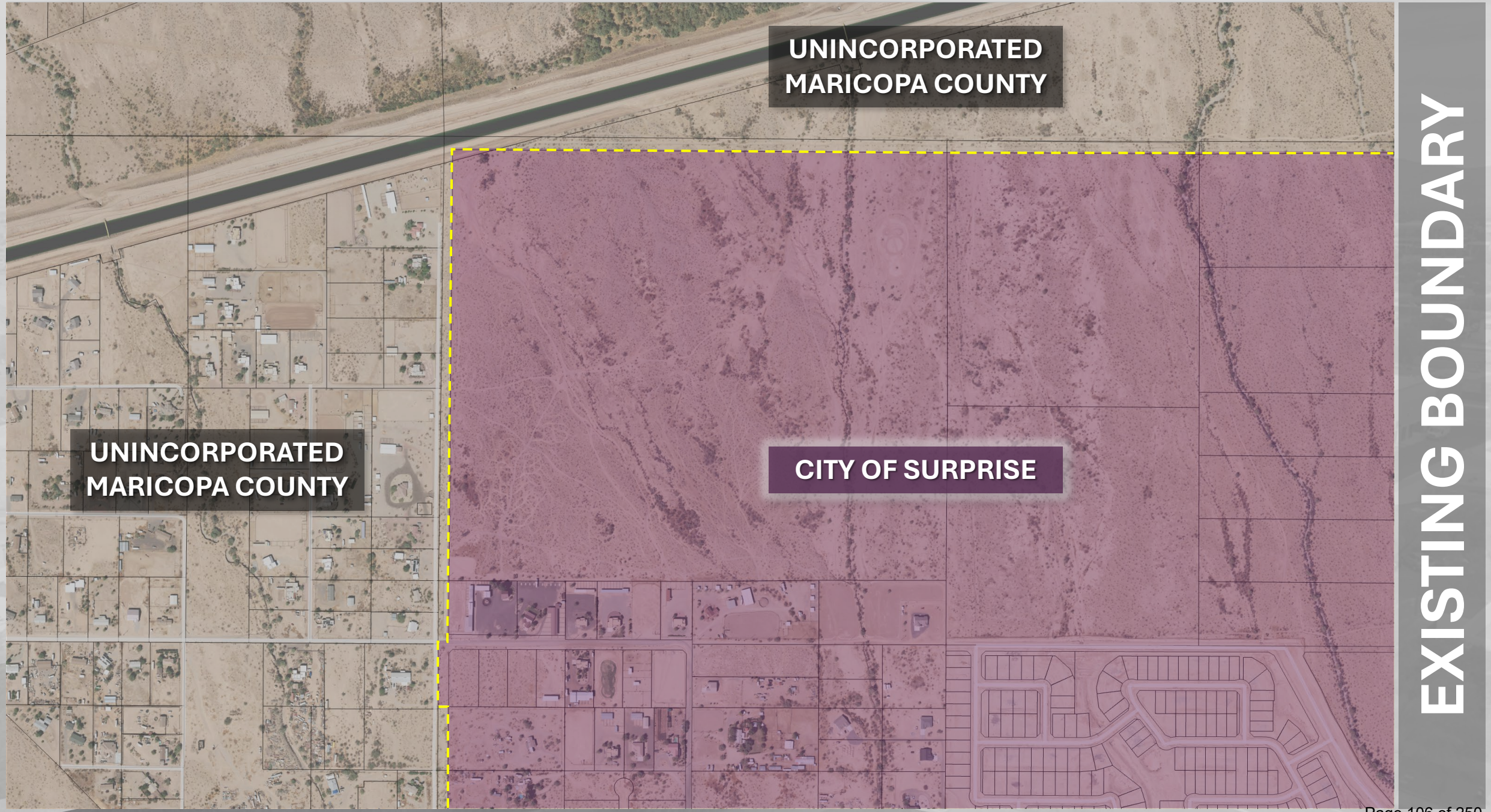
City Council

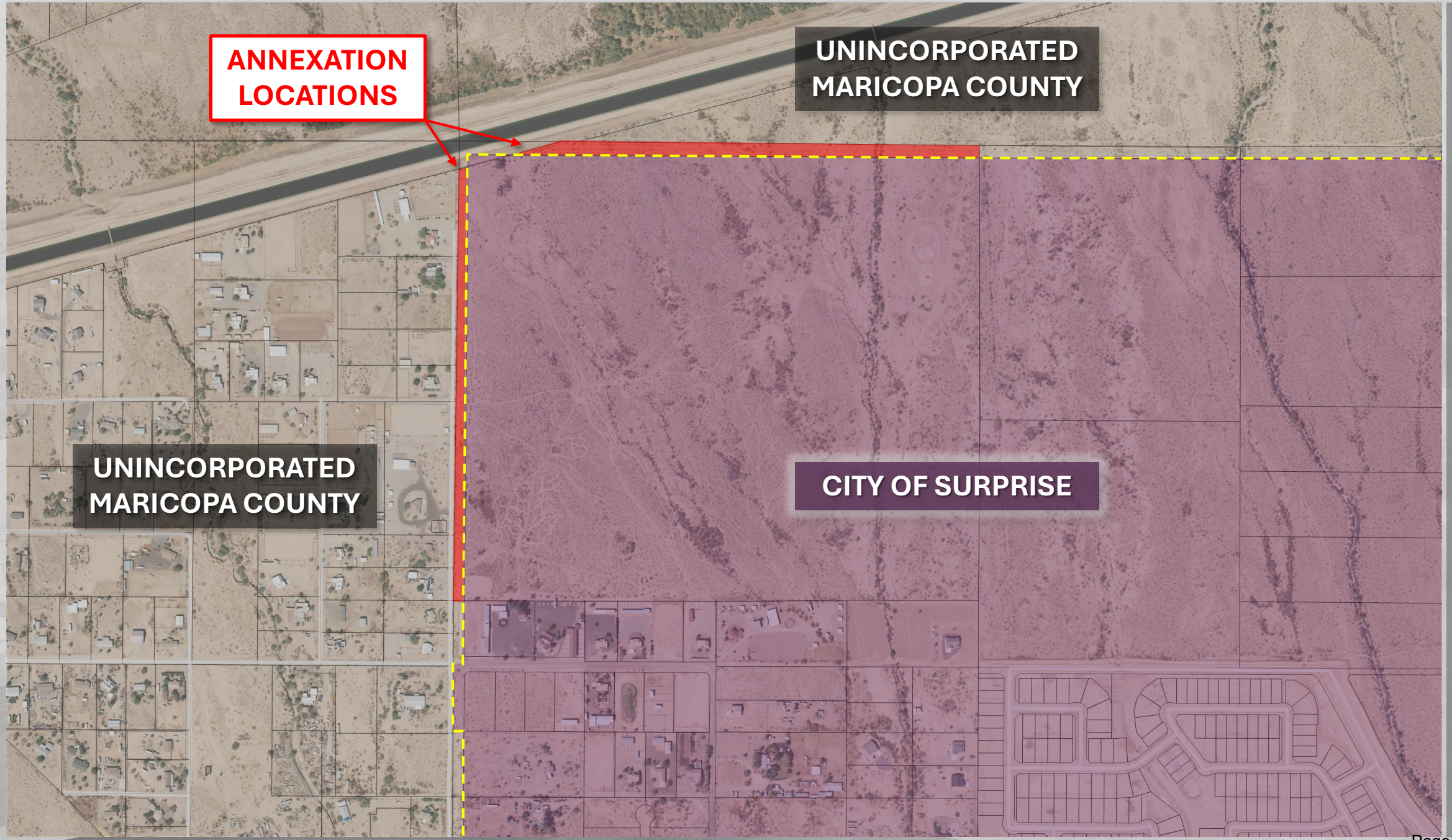
February 17, 2026

SURPRISE
ARIZONA



FS25-0291 VICINITY MAP


UNINCORPORATED
MARICOPA COUNTY
UNINCORPORATED
MARICOPA COUNTY
CITY OF SURPRISE
EXISTING BOUNDARY



ANNEXATION LOCATIONS

UNINCORPORATED
MARICOPA COUNTY
UNINCORPORATED
MARICOPA COUNTY
CITY OF SURPRISE
PROPOSED BOUNDARY

Annexation Steps

Resolution for the Intent to Annex

- Approve Resolution for Blank Petition
- City Council meeting – January 20, 2026

File Blank Petition

- Begin 30-day waiting period
- Reach out to County Assessor and Department of Revenue
- January 21, 2026 – Petition filed

Public Hearing

- City Council holds public hearing to discuss the annexation ← Tonight
- Held in last 10 days of 30-day waiting period

Obtain signatures on annexation petitions

- Applicant has 1 year to complete petition

Public Hearing

- City Council adopts annexation ordinance

Questions or Comments?

Thank you

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: February 17, 2026 Contact Person: Tiffany Copp, Assistant Director
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to approval of the Mesquite Mountain Ranch V Development Agreement; Resolution #2026-14.

Motion:
I move to approve the Mesquite Mountain Ranch V Development Agreement; Resolution #2026-14.

I move to disapprove the Mesquite Mountain Ranch V Development Agreement; Resolution #2026-14.

Background:
Owners own approximately 265 acres of real property, generally located on the south side of Deer Valley Road between 231st and 223rd Avenues in the City of Surprise. On June 8, 1989, the city of Surprise Council approved the annexation of this land into the City. The City and Owner desire to enter into this Development Agreement to address the design and construction of various roadway improvements, the installation of two traffic signals, a regional recharge basin, and the expansion of a water reclamation facility to benefit the Mesquite Mountain Ranch V development.

Objective Analysis:
Potential positive impacts include: growth/development paying for itself; infrastructure is being installed in an area of the City that needs public infrastructure, and the City is not fully administering the fees.

Potential negative impacts include: the City will eventually be required to operate and maintain more infrastructure.

Policy Compliant:
This item is policy compliant as it relates to the execution of a development agreement and growth/development paying for itself.

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

Budget Impact:

There is no anticipated budget impact related to the approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. Mesquite Mountain Ranch V - DA - CC PowerPoint
2. 26.02.10_Mesquite Mountain Ranch V DA

Resolution #2026-14

Mesquite Mountain Ranch V

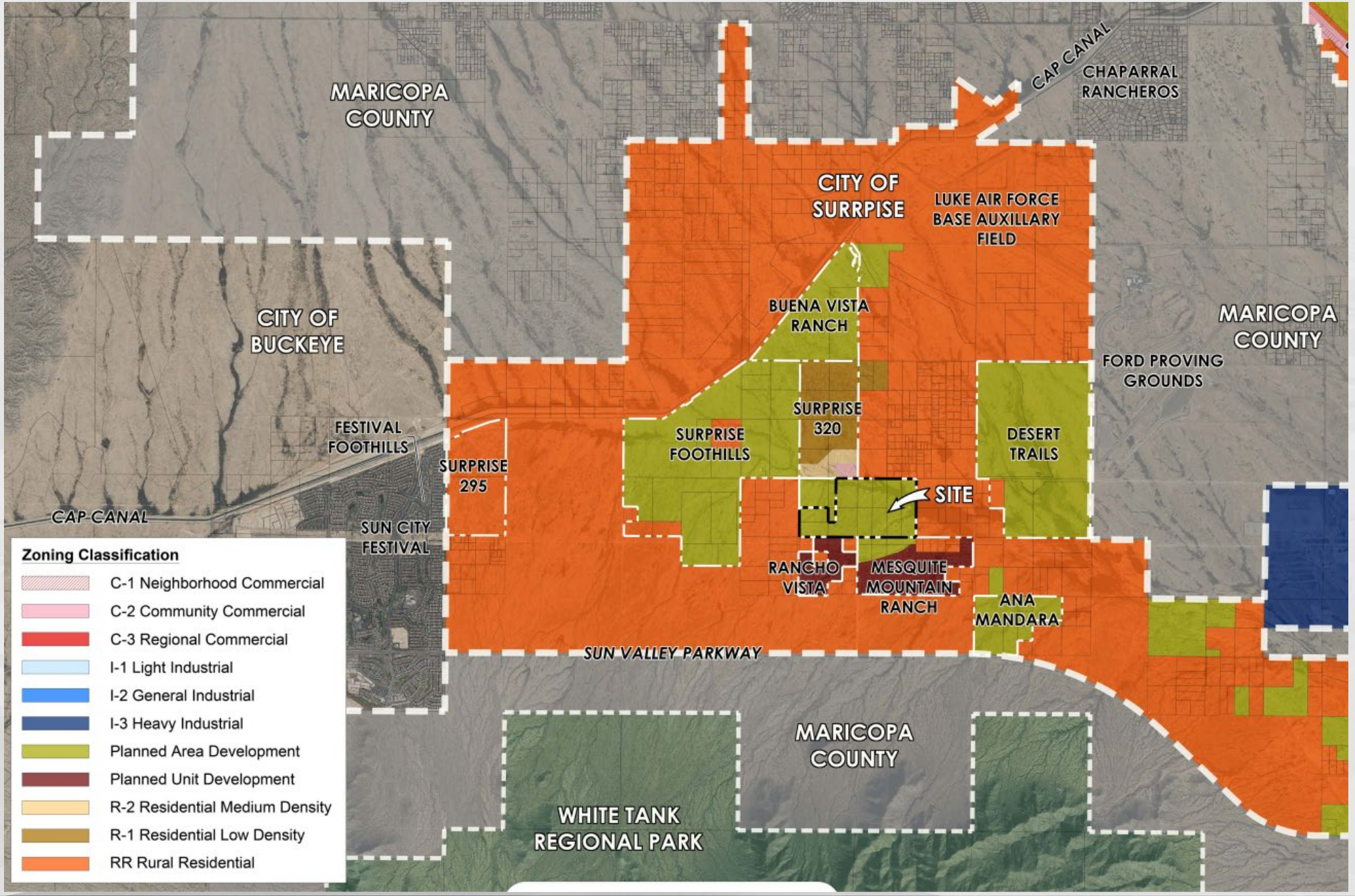
Development Agreement

City Council

February 17, 2026

SURPRISE
ARIZONA

VICINITY MAP



OWNER'S OBLIGATIONS

Proportionate Share of Two Traffic Signals:

- 227th Ave. & Sun Valley Parkway ($191,063.10)
- 219th Ave. & Sun Valley Parkway ($118,735.00)

Roadway Improvements:

- 227th Ave. southern edge of the property to Beardsley Rd.
- Deer Valley Parkway
  - Dedicate ROW for road to shift alignment south
  - Design and construct the ½ street
  - Two travel lanes from 223rd Avenue to 219th Avenue

SPA 3 Recharge Basin

- Pay Water Resource Development Impact Fee

OR

- Pay proportionate share (based on acreage) of the SPA 3 Recharge Basin, if recharge basin is warranted before this property develops

OWNER'S OBLIGATIONS

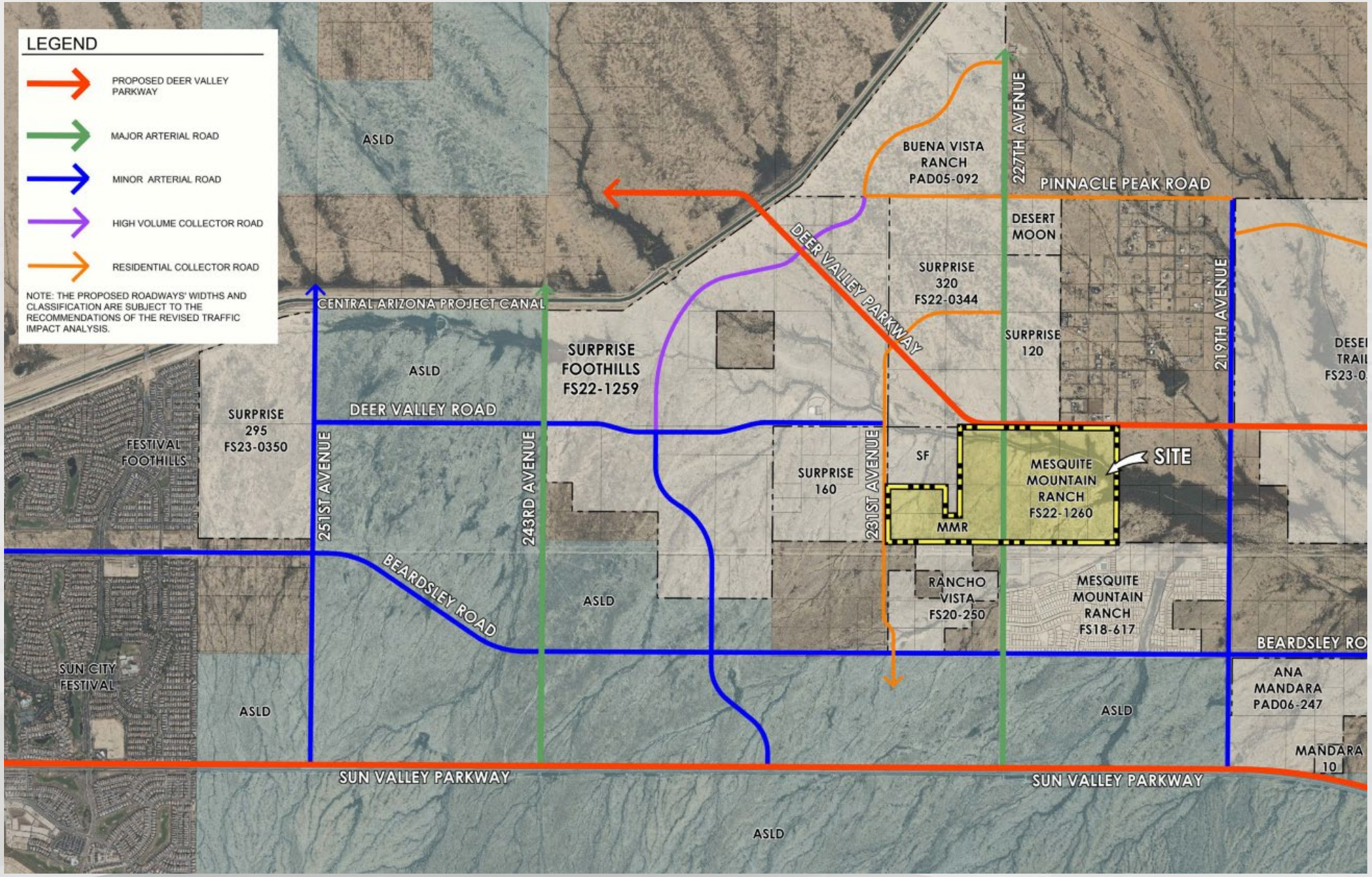
SPA 3 Water Reclamation Facility (WRF)

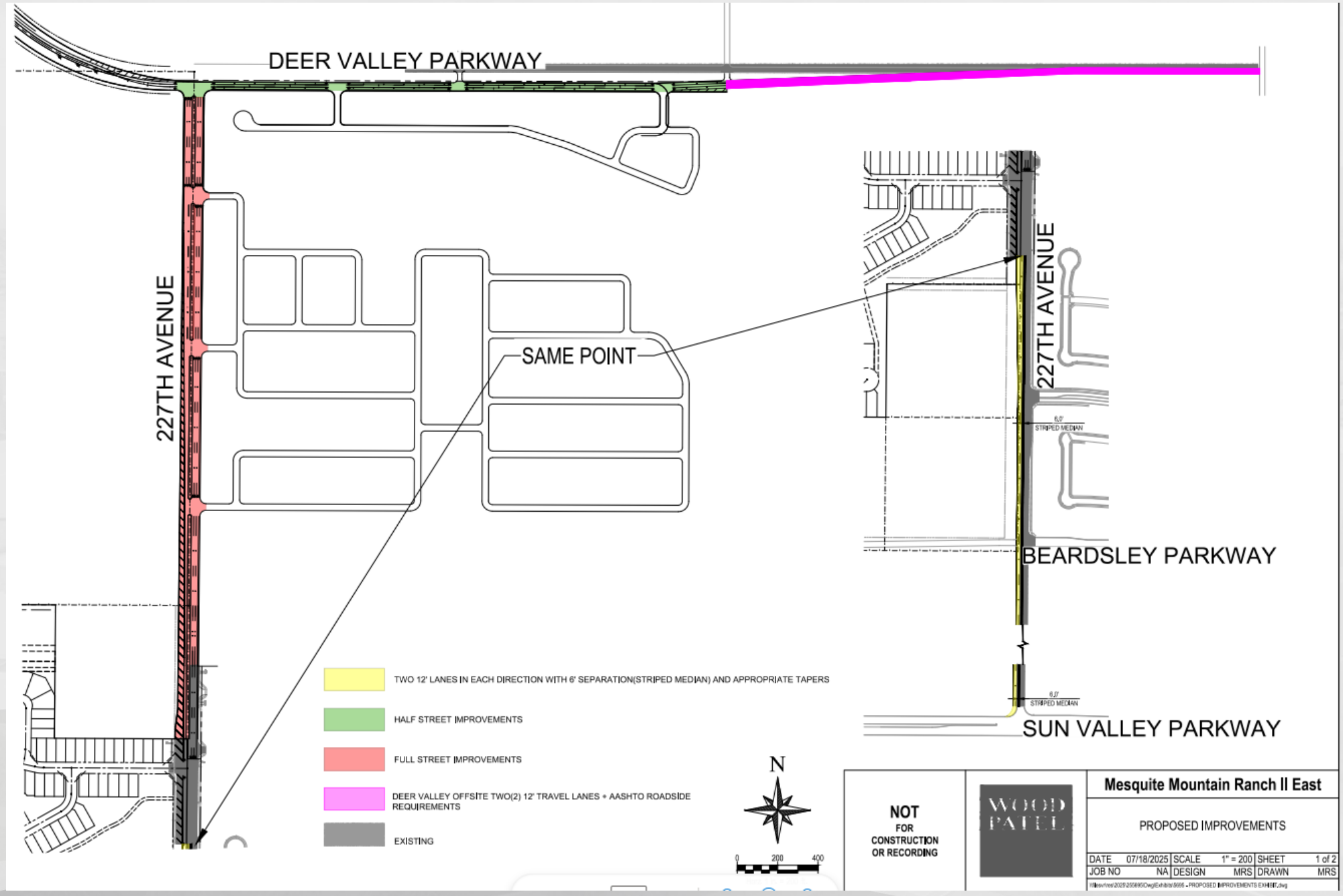
- Pay for capacity in the SPA 3 WRF

OR

- Participate in expansion of the SPA 3 WRF if warranted at the time property develops

ROADWAY NETWORK





ROADWAY NETWORK

MOTIONS

I move to approve the Mesquite Mountain Ranch V Development Agreement; Resolution #2026-14.

I move to disapprove the Mesquite Mountain Ranch V Development Agreement; Resolution #2026-14.

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

After recording, return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

With a copy to:
Jeffrey M. Blilie
Gilbert Blilie PLLC
701 N 44th Street
Phoenix, AZ 85008

DEVELOPMENT AGREEMENT
(Mesquite Mountain Ranch V)

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into as of the _____ day of _____, 2025, (the "**Effective Date**"), by and among the CITY OF SURPRISE, an Arizona municipal corporation (the "**City**"); and SOLANA BELLA, LLC, an Arizona limited liability company; EAST EVERGREEN TECHNOLOGIES, LLC, an Arizona limited liability company; ROOTIN TOOTIN, LLC, an Arizona limited liability company; SNAZZY PROPERTIES, L.L.C., an Arizona limited liability company; ANDREW C. CHANG AND MARY M. CHANG, as Co-Trustees of The Andrew C. Chang and Mary M. Chang Revocable Trust dated October 11, 1999; PACIFIC PREMIER TRUST, Custodian FBO Michael R. Schwab IRA; MICHAEL R. SCHWAB AND TERI S. SCHWAB, as Co-Trustees of the Schwab Revocable Trust, established March 9, 2006; DOUGLAS A. SCHWAB AND JANET J. SCHWAB, husband and wife; D.I.G. HOLDINGS, LLC, an Arizona limited liability company; RANDY DUNCAN, a single man; GARY N. NELSON, as Trustee of the N2N Trust; KENNETH J. OLDEN AND CECELIA A. OLDEN, husband and wife; EARL GELLER AND JOYCE TOBE ROCAMORA GELLER, as Co-Trustees of The Earl and Joyce Geller Family Trust dated July 31, 2003; ROBERTSON-CAREFREE PROPERTY, L.L.C., an Arizona limited liability company; MARMACK INVESTORS, L.L.C., an Arizona limited liability company; DANIEL M. ABRAMS AND AUDREY ABRAMS, as Co-Trustees of the Abrams Family Trust dated December 7, 1979; MICHAEL R. SCHWAB AND TERRY S. SCHWAB, husband and wife; and EQUITY TRUST COMPANY DBA STERLING TRUST, CUSTODIAN FBO JOSEPH S. GIMBEL IRA (collectively, the "**Owners**"). City and Owners are referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. Owners own approximately 265 acres of real property generally located on the south side of Deer Valley Road between 231st Avenue and 223rd Avenue, as legally described in Exhibit A and depicted on Exhibit B attached hereto (the "**Property**").

B. On June 8, 1989, the City of Surprise City Council (the "**City Council**") approved the annexation of approximately 19,038 acres pursuant to Ordinance No. 89-05, which included the Property.

C. Owners have submitted an application to rezone the Property from PAD to a combination of R-1, R-2, and OS-1 (the "**Rezoning**"). In the event the City Council, in the exercise of its legislative discretion, approves Owners' request to rezone the Property, and as a result of the uses permitted under the City's R-1, R-2, and OS-1 zoning districts, certain public infrastructure shall be constructed to accommodate Owners' development and use of the Property.

D. Pursuant to A.R.S. § 9-500.05(H), Owners now seek to enter into this Agreement to further define the Parties' respective rights, responsibilities, and obligations with respect to the contemplated development of the Property, namely to set forth the duration of the Agreement; the future uses permitted on the Property; the density and intensity of uses and the maximum height and size of proposed buildings within the Property; the dedication of land for public purposes; the phasing or time of construction or development on the Property; conditions, terms, restrictions, and requirements for public infrastructure and the financing of public infrastructure and subsequent reimbursements over time, if any; and other matters relating to the development of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. General Matters.

1.1. The recitals are incorporated as if fully set forth herein.

1.2. The exhibits attached to this Agreement are incorporated herein by this reference.

2. General Plan and Surprise Municipal Code Compliance. Pursuant to A.R.S. § 9-500.05(B), the proposed development of the Property pursuant to this Agreement is consistent with the City's General Plan as of the Effective Date. Unless otherwise amended or provided for within this Agreement, Owner shall develop the Property in accordance with the final approved zoning narrative, a draft of which is attached hereto as Exhibit C, and was previously submitted to the City of Surprise on or about March 27, 2025. The zoning narrative is subject to final approval by the City's Planning and Zoning Commission and final legislative review and approval by City Council. Notwithstanding the foregoing, nothing herein shall relieve Owners of the obligation to comply with the City Code and all applicable rules, ordinances, regulations, standards, procedures, plans (general or specific), and administrative policies of the City that are in effect at the time submittals or permit applications are received by the City.

3. Owners' Obligations.

3.1. Roadway Improvements. Owners shall construct the following off-site roadway improvements, provided such off-site roadway improvements have not already been completed by the adjacent property owner:

3.1.1. 227th Avenue (Off-Site) Improvements. Owners shall complete the unimproved/underimproved off-site sections of 227th Avenue from the southern edge of the Property to Beardsley Road. Other projects (Mesquite Mountain Ranch and Rancho Vista) are responsible for their half-street improvements to 227th Avenue, as well as the three-lane portion of 227th Avenue between Beardsley Road and Sun Valley Parkway. The off-site improvements to 227th Avenue shall provide "all-weather" access to the Property and shall be designed, constructed, and installed according to the following:

- Two (2) travel lanes in each direction with a six foot (6') separation between the travel lanes and a thickened edge;
- Pavement Section – Per geotechnical recommendations. Five inch (5") AC over nine inch (9") ABC minimum per minor arterial standard;
- Two (2) ten foot (10') unpaved dirt shoulders at a 10:1 slope;
- Fill Slopes – 6:1 preferred, 4:1 maximum with clear zone; and
- Cut slopes – Foreslope to be 6:1 for a minimum of six feet (6'), drainage ditch slopes and backslope are to comply with the preferred channel cross section as identified in the most recent AASHTO Roadside Design Guide.

Owners shall not be required to install any curbs, gutters, sidewalks, landscaping, or streetlights with the off-site portion of 227th Avenue, unless curbs and/or gutters are needed to provide "all- weather" access. Owners shall ensure that any existing or future access points/driveways are preserved along this section of roadway.

3.1.2. 227th Avenue & Sun Valley Parkway Traffic Signal. Prior to the City issuing any infrastructure permits, Owner shall deposit with the City One Hundred Ninty-One Thousand Sixty-Three Dollars and 10/100 ($191,063.10), its proportionate share, calculated as set forth in Exhibit D, of the preliminary estimated cost of construction of a new traffic signal at the intersection of 227th Avenue and Sun Valley Parkway (the **"Preliminary Estimate"**). Should the actual cost of construction exceed the Preliminary Estimate, Owner and/or its successors and assigns shall pay to the City the Owner's proportionate share of the actual cost of construction, and the City shall not issue any permits for vertical construction unless and until Owner pays to the City such amount. In no event shall the City refund to the Owner or its successors or assigns any portion of the Owner's initial deposit.

3.1.3. 219th Avenue & Sun Valley Parkway Traffic Signal. Prior to the City issuing any infrastructure permits, Owner shall deposit with the City One Hundred Eighteen Thousand Seven Hundred and Thirty-Five Dollars and 00/100 ($118,735.00), its proportionate share, calculated as set forth in Exhibit E, of the preliminary estimated cost of construction of a new traffic signal at the intersection of 219th Avenue and Sun Valley Parkway (the "Preliminary Estimate"). Should the actual cost of construction exceed the Preliminary Estimate, Owners and/or its successors and assigns shall pay to the City the Owner's proportionate share of the actual cost of construction, and the City shall not issue any permits for vertical construction unless and until Owner pays to the City such amount. In no event shall the City refund to the Owner or its successors or assigns any portion of the Owner's initial deposit.

Deer Valley Parkway.

3.1.4. Deer Valley Parkway (On-site) Right-of-Way. To provide the City with adequate right-of-way for its intended shift of Deer Valley Parkway south of its planned alignment, Owners shall dedicate to the City one hundred ten feet (110') of right-of-way along the northern edge of the Property between 225th Avenue and 223rd Avenue.

3.1.4.1. Deer Valley Parkway (On-site) Improvements. Owners shall design and construct the half street improvements for Deer Valley Parkway adjacent to the Property, as further described in Exhibit F, and nothing in this Agreement is intended to or shall be construed as relieving Owners of this obligation.

3.1.4.2. Deer Valley Parkway (Off-site) Improvements. Owners shall design and construct two travel lanes from 223rd Avenue to 219th Avenue, as further described in Exhibit F. The off-site improvements to Deer Valley Parkway shall be designed, constructed, and installed according to the following:

- One (1) twelve foot (12') travel lane in each direction with a thickened edge;
- Pavement Section – Per geotechnical recommendations. Five inch (5") AC over nine inch (9") ABC minimum per minor arterial standard;
- Two (2) ten foot (10') unpaved dirt shoulders at a 10:1 slope;
- Fill Slopes – 6:1 preferred, 4:1 maximum with clear zone; and
- Cut slopes – Foreslope to be 6:1 for a minimum of six feet (6'), drainage ditch slopes and backslope are to comply with the preferred channel cross section as identified in the most recent AASHTO Roadside Design Guide.

Owners shall not be required to install any curbs, gutters, sidewalks, landscaping, or streetlights with the off-site portion of Deer Valley Parkway, unless curbs and/or gutters are needed to provide "all-weather" access. Owners shall ensure that any existing or future access points/driveways are preserved along this section of roadway.

3.1.5. Two Points of Ingress and Egress. In accordance with the 2018 International Fire Code § 503, as referenced in the Surprise Municipal Code § 105-19(J), Owners shall, at all times during and after construction, maintain two points of ingress and egress.

3.1.6. Right-of-Way Acquisition. Owners shall be responsible for acquiring the right(s)-of-way (**"ROW"**) and/or easement(s), such as drainage easements, slope easements, or public utility easements, that may be necessary for the improvements, using commercially reasonable efforts with the property owners. Owners shall follow the requirements set forth in A.R.S., Title 12, for the acquisition of any such property as if Owner were a governmental entity obtaining property by eminent domain and work with the City's Real Estate Administrator from the beginning of the negotiation process to ensure compliance with applicable State statutes to expedite the process. If Owners are unable to acquire such right-of-way and/or easements after the exercise of reasonable diligence and appropriate offers of just compensation as determined by the City, Owners may request in writing that the City initiate eminent domain proceedings to acquire the ROW and/or easement(s). The City may, in its sole discretion, choose to exercise, or not, its power of eminent domain to acquire such ROW and/or easements. In the event the City chooses to exercise its power of eminent domain, either through the City Attorney's Office or by retaining outside counsel, Owners shall be responsible for all fees and costs incurred by the City associated with such condemnation action, including, but not limited to, the initial deposit and final award of just compensation, attorneys' fees, expert fees, witness fees, filing fees, court costs, jury fees, etc. Nothing herein shall relieve Owners of the obligation to acquire the necessary ROW and/or easement(s). In the event the City exercises its discretion and does not provide assistance to Owners in acquiring ROW and/or easement(s), Owner shall still be obligated to acquire said ROW and/or easement(s) through alternative means.

3.2. Assured Water Supply. The City has a Designation of Assured Water Supply pursuant to A.R.S. § 45-576. This Agreement is not a written commitment of water service from the City pursuant to A.R.S. § 9-463.01(I).

3.3. Water Supply Infrastructure Improvements. A regional recharge basin is

necessary in order to support the ongoing development in the City's Special Planning Area 3 (SPA 3) region (the "**SPA 3 Recharge Basin**"). Owner's payment of the City Water Resource Development Fee shall constitute payment of Owner's proportionate share of the costs to acquire and/or construct the SPA 3 Recharge Basin. In the event the City determines that the SPA 3 Recharge Basin is needed prior to the development of the Property, then Owner agrees to pay its proportionate share (based on acreage), including the expenditure of all necessary proportionate funds, for the cost of acquiring and/or constructing the SPA 3 Recharge Basin prior to the City approving any final plat, site plan, or building permit within the Property, and such amount paid shall be creditable against the Water Resource Development Fees to be collected within the Property.

3.4. Wastewater Improvements. Owners shall secure wastewater treatment capacity in the SPA 3 Water Reclamation Facility ("**SPA 3 WRF**") pursuant to the SPA 3 Regional Wastewater Treatment Plant Capacity Allocation Agreement (MCR # 20190029551). If there is no available capacity for purchase, Owners shall participate in an expansion of the SPA 3 WRF.

The City will not approve or issue any final plat, site plan, or building permit unless and until such time as Owners provide verifiable proof, as determined by the City in the City's sole discretion, of wastewater treatment capacity.

4. Construction and Dedication.

4.1. Conveyance of Property. On the final plats (or by some other instrument in the event a final plat is not required), Owners shall dedicate to the City all parcels, rights-of-way, and easements within the Property needed for the public infrastructure, or as required pursuant to this Agreement, free and clear of all encumbrances which could affect marketability of title.

5. General Provisions.

5.1. Term. The term of this Agreement shall be ten (10) years commencing upon its full execution and may be extended for two (2) additional five (5) year periods, as long as within ninety (90) days prior to the expiration of the term or an extension thereof, the City finds that (i) development within the Property is ongoing or imminent, and (ii) the parties within the Property will be served by the improvements that are the subject of this Agreement. The City's obligation to continue providing municipal services to the portions of the Property receiving municipal services shall survive the termination of this Agreement. If for any reason the Rezoning is denied or otherwise rejected by the City Council through the Council's exercise of its legislative discretion, this Agreement shall be null and void.

5.2. Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution.

5.3. Notices and Filings. All notices, filings, consents, approvals, and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered, or served if in writing and delivered personally, emailed, or sent by certified United States Mail, postage pre-paid, return receipt requested, to:

City: City of Surprise

Community Development Department
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: Community Development Director

Email: lloyd.abrams@surpriseaz.gov
CDBusinessOps@surpriseaz.gov

With Copy to: City of Surprise
City Attorney's Office
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: Jeffrey Murray
Email: city.attorney@surpriseaz.gov
Phone: (623) 222-1152

Owners: Solana Bella LLC
2415 E. Camelback Road #700
Phoenix, AZ 85016
Attn: Lisa Kazan
Email: lisakazan@prodigy.net

With Copy to: Gilbert Blilie PLLC
701 N. 44th Street
Phoenix, AZ 85008
Attn: Jeffrey Blilie
Email: jblilie@gilbertblilie.com
Phone: (623) 606-0532

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to any Party shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) thirty- six (36) hours after deposit with the United States Postal Service, addressed to the Party, and with sufficient postage.

5.4. Default. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement by such Party. Any breach not cured within thirty (30) days after written notice is received from a non-breaching party shall constitute a default by the breaching Party under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching Party shall have such additional time as may be necessary to perform or comply so long as the breaching Party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation within ninety (90) days after written notice is received from another Party. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The thirty (30) day period shall not apply where an ordinance or statute requires the City to perform or otherwise act in a period in excess of thirty (30) days. In the event a breach remains uncured following the thirty (30) day period, the only remedy permitted shall be specific performance, except as specifically allowed within this Agreement.

5.5. Dispute Resolution. If there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a sixty (60) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencing litigation. The mediation may be

held under the commercial mediation rules of the American Arbitration Association, or any other rules acceptable to the Parties or required by the selected mediator. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. If the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Parties shall request the presiding judge of the Superior Court in and for the County of Maricopa, Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation after the moratorium.

5.6. Choice of Law, Venue, Damages, and Attorneys' Fees. Any dispute, controversy, claim, or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Relief is limited to injunctive relief and specific performance. In no instance shall either Party be entitled to recover monetary damages, general or special, from the other Party. Neither Party shall be entitled to recover any of its attorneys' fees nor other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

5.7. Good Standing and Authority. The Parties represent and warrant that each is duly formed and validly existing under applicable laws and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

5.8. Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns.

5.9. Termination Upon Sale of Subdivided Lots. Except as otherwise provided herein, this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the individual lots within the Property. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement shall terminate without the execution or recordation of any further document or installment as to any finally subdivided lot, and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

5.10. Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other agreement between the Parties. No term or provision of this Agreement is intended to 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.

5.11. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof; and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

5.12. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

5.13. Counterparts. This Agreement may be executed in any number of

counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

5.14 Conflict of Interest. This Agreement is subject to the terms of A.R.S. § 38-511.

5.15. Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement, and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

5.16. Entire Agreement. This Agreement, together with the following Exhibits attached hereto constitutes the entire agreement between the Parties. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded by this Agreement.

(a)	Exhibit A:	Legal description of the Property
(b)	Exhibit B:	Depiction of the Property
(c)	Exhibit C:	Zoning Narrative – Final to be attached after Council review and approval
(d)	Exhibit D:	227th Avenue & Sun Valley Parkway Traffic Signal Proportionate Share Calculation
(e)	Exhibit E:	219th Avenue & Sun Valley Parkway Traffic Signal Proportionate Share Calculation
(f)	Exhibit F:	Deer Valley Parkway Improvements

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY:

CITY OF SURPRISE,
an Arizona municipal corporation

By: _____
Kevin D. Sartor, Mayor

Date: _____

APPROVED AS TO FORM:

_____
Jeffrey Murray, City Attorney

ATTESTED:

_____
Kristi Passarelli, City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____day of _____, 2025, before me personally appeared Kevin D. Sartor, Mayor of the CITY OF SURPRISE, an Arizona municipal corporation, 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 claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public
My Commission Expires: _____

OWNERS:

SOLANA BELLA, LLC,
an Arizona limited liability company

By: Larry Management, Inc.,
an Arizona corporation, Manager

By: Lisa Kazan
Lisa Kazan, Vice President

Date: 12-22-2025

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 22 day of DECEMBER, 2025, before me personally appeared Lisa Kazan, Vice President of Larry Management, Inc., an Arizona corporation, 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 claims to be, and acknowledged that he or she signed the above/attached document.

Notary Public
My Commission Expires: 9/19/2029

Joe Miller
Notary Public
Maricopa County, Arizona
My Comm. Expires 09-19-29
Commission No. 689049

EAST EVERGREEN TECHNOLOGIES, LLC,
an Arizona limited liability company

By: Larry Management, Inc.,
an Arizona corporation, Manager

By: Lisa Kazan
Lisa Kazan, Vice President

Date: 12-22-2025

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 22 day of DECEMBER, 2025, before me personally appeared Lisa Kazan, Vice President of Larry Management, Inc., an Arizona corporation, 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 claims to be, and acknowledged that he or she signed the above/attached document.

Notary Public
My Commission Expires: 9/19/2029

Joe Miller
Notary Public
Maricopa County, Arizona
My Comm. Expires 09-19-29
Commission No. 689049

SNAZZY PROPERTIES, L.L.C.,
an Arizona limited liability company

By: Larry Management, Inc.,
an Arizona corporation, Manager

By: Lisa Kazan
Lisa Kazan, Vice President

Date: 12-22-2025

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 22 day of DECEMBER 2025, before me personally appeared Lisa Kazan, Vice President of Larry Management, Inc., an Arizona corporation, 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 claims to be, and acknowledged that he or she signed the above/attached document.

Notary Public
My Commission Expires: 9/19/2029

Joe Miller
Notary Public
Maricopa County, Arizona
My Comm. Expires 09-19-29
Commission No. 689049

THE ANDREW C. CHANG AND MARY M. CHANG REVOCABLE TRUST, dated October 11, 1999

By: Andrew C. Chang
Andrew C. Chang, Co-Trustee

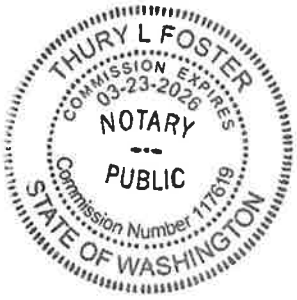
Date: 12-20-2025

By: Mary M Chang
Mary M. Chang, Co-Trustee

Date: 12-20-2025

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 20 day of December, 2025, before me personally appeared Andrew C. Chang and Mary M. Chang, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.



Thury L. Foster
Notary Public
My Commission Expires: 3/23/26
State of Washington
County of King

PACIFIC PREMIER TRUST, CUSTODIAN FBO MICHAEL R. SCHWAB

By: _____
Michael R. Schwab, Account Holder

Date: 12/31/25

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 31 day of December, 2025, before me personally appeared Michael R. Schwab, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

CYNTHIA LOGAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 683651
Expires April 30, 2029

_____
Notary Public
My Commission Expires: 4-30-29

THE SCHWAB REVOCABLE TRUST,
dated March 6, 2006

By: _____
Michael R. Schwab, Co-Trustee

Date: 12/31/25

By: _____
Teri S. Schwab, Co-Trustee

Date: 12/31/2025

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 31 day of December 2025, before me personally appeared Michael R. Schwab and Teri S. Schwab, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

CYNTHIA LOGAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 683651
Expires April 30, 2029

_____
Notary Public
My Commission Expires: 4-30-29

MICHAEL R. SCHWAB AND TERI S. SCHWAB, husband and wife

By: _____

~~Micahel~~ Michael R. Schwab

Date: _____

By: _____

Teri S. Schwab

Date: 12/31/2025

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 31 day of December, 2025, before me personally appeared Michael R. Schwab and Teri S. Schwab, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

CYNTHIA LOGAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 683651
Expires April 30, 2029

_____
Notary Public
My Commission Expires: 4-30-29

DOUGLAS A. SCHWAB AND JANET J. SCHWAB, husband and wife

By: Douglas A. Schwab
Douglas A. Schwab

Date: 12/30/2025

By: Janet J. Schwab
Janet J. Schwab

Date: 12/30/2025

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 30th day of December, 2025, before me personally appeared Douglas A. Schwab and Janet J. Schwab, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Notary Public
My Commission Expires: 1-24-2026

Devin McGlynn
Notary Public
Maricopa County, Arizona
My Comm. Expires 01-24-26
Commission No. 621754

DIG HOLDINGS, LLC,
an Arizona limited liability company

By: The Ryan J. and Julie M. Duncan Trust, dated October 10, 2017, Member

By: _____
Ryan James Duncan, Trustee

Date: 12/22/2025

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 22nd day of December, 2025, before me personally appeared Ryan James Duncan, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public
My Commission Expires: 4.26.2029

Jennifer L Nuss
Notary Public
Maricopa County, Arizona
My Comm. Expires 04-26-29
Commission No. 683866

RANDY DUNCAN, a single man

By: _____
Randy Duncan

Date: 12/19/25

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 19 day of December, 2025, before me personally appeared Randy Duncan, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public
My Commission Expires: 08-15-2027

Michael Hartman Jr.
Notary Public
Pinal County, Arizona
My Comm. Expires 08-15-27
Commission No. 655313

EQUITY TRUST COMPANY. DBA STERLING TRUST, CUSTODIAN FBO JOSEPH S. GIMBEL IRA

By: Marilyn Gimbel
Marilyn Gimbel, Authorized Signatory

Date: 2-9-2026

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 9th day of Feb. 2026, ~~2025~~, before me personally appeared Marilyn Gimbel, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

CYNTHIA LOGAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 683651
Expires April 30, 2029

Cynthia Logan
Notary Public
My Commission Expires: 4-30-29

THE N2N TRUST

By: _____
Gary Nelson, Trustee

Date: 12-18-25

STATE OF ~~ARIZONA~~ IDAHO)
) ss.
County of ~~Maricopa~~ Twin Falls)

On this 18th day of December, 2025, before me personally appeared Gary Nelson, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public
My Commission Expires: 4/21/2031

MAKAYA BOYER
NOTARY PUBLIC
COMM NO. 20251504
STATE OF IDAHO

KENNETH J. OLDEN AND CECELIA A. OLDEN, husband and wife

By: _____
Kenneth J. Olden

Date: 12-30-2025

By: _____
Cecelia A. Olden

Date: 12/30/2025

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 30th day of December, 2025, before me personally appeared Kenneth J. Olden and Cecilia A. Olden, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public
My Commission Expires: 12-25-2027

OFFICIAL SEAL
DAVID GIBSON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM # 660992
My Comm. Expires Dec. 25, 2027

ROOTIN TOOTIN, LLC,
an Arizona limited liability company

By: Larry Management, Inc.,
an Arizona corporation, Manager

By: Lisa Kazan
Lisa Kazan, Vice President

Date: 12-22-2025

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 22 day of DECEMBER, 2025, before me personally appeared Lisa Kazan, Vice President of Larry Management, Inc., an Arizona corporation, 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 claims to be, and acknowledged that he or she signed the above/attached document.

Notary Public
My Commission Expires: 9/19/2029

Joe Miller
Notary Public
Maricopa County, Arizona
My Comm. Expires 09-19-29
Commission No. 689049

THE EARL AND JOYCE GELLER FAMILY TRUST, dated July 31, 2003

By: Wm. Geller
William Geller, Trustee

Date: 12/19/25

Colorado
STATE OF ~~ARIZONA~~)
Arapahoe) ss.
County of ~~Maricopa~~)

On this 19 day of December, 2025, before me personally appeared William Geller, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

Notary Public
My Commission Expires: 07/18/2029

JEREMY GERALD OLIVER SOMMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254027087
MY COMMISSION EXPIRES 07/18/2029

ROBERTSON-CAREFREE PROPERTY, L.L.C., an Arizona limited liability company

By: _____
Donald B. Robertson, Manager

Date: 12-19-2025

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 19 day of December, 2025, before me personally appeared Donlad B. Robertson, Manager, of Robertson Carefree Property, L.L.C., an Arizona limited liability company, 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 claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public
My Commission Expires: 1-28-29

MATT BRANDENBURG
Notary Public, State of Arizona
Maricopa County
Commission # 680121
My Commission Expires
January 28, 2029

MARMACK INVESTORS, L.L.C.,
an Arizona limited liability company

By: _____
Gary Steven Mackman, Manager

Date: 12/19/25

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 19th day of December, 2025, before me personally appeared Gary Steven Mackman, Manager, of Marmack Investors, L.L.C., an Arizona limited liability company, 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 claims to be, and acknowledged that he or she signed the above/attached document.

_____
Notary Public
My Commission Expires: August 05 2028

AMARDEEP SINGH KANG
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 671765
Expires August 05, 2028

DADS FINANCIAL GROUP, LLC,
an Arizona limited liability company

By: _____
Dan Abrams, Manager

Date: Dec 22, 2025

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 22nd day of December, 2025, before me personally appeared Dan Abrams, Member, of Dads Financial Group, LLC, an Arizona limited liability company, 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 claims to be, and acknowledged that he or she signed the above/attached document.

MISSI KARINA HERNANDEZ MUNOZ
NOTARY PUBLIC - ARIZONA
Maricopa County
Commission # 629514
My Commission Expires
April 14, 2026

_____
Notary Public
My Commission Expires: April 14, 2026

EXHIBIT A

Legal Description

EXHIBIT A

LEGAL DESCRIPTION FOR
MESQUITE MOUNTAIN RANCH, PARCEL 1
ZONING CLASSIFICATION R-1

All that certain lot, tract, or parcel of land, situated in a portion of the Northwest Quarter of Section 23, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at the North Quarter corner of said Section 23, from which the Northwest corner of said Section 23 bears North 89 deg. 48 min. 54 sec. West (Basis of Bearings) - 2,635.00 feet;

THENCE South 00 deg. 27 min. 06 sec. West along the East line of the Northwest Quarter of said Section 23, a distance of 947.91 feet;

THENCE North 57 deg. 30 min. 49 sec. West departing said East line, a distance of 324.25 feet;

THENCE North 69 deg. 53 min. 28 sec. West, a distance of 985.32 feet;

THENCE North 89 deg. 13 min. 34 sec. West, a distance of 115.26 feet;

THENCE North 00 deg. 31 min. 21 sec. East, a distance of 437.68 feet to the North line of the Northwest Quarter of said Section 23;

THENCE South 89 deg. 48 min. 54 sec. East along said North line, a distance of 1,317.50 feet to the **POINT OF BEGINNING**, containing 850,137 square feet or 19.516 acres of land, more or less.

GMcivil
Engineering & Surveying

2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602.218.7285
gmcivil.com

EXHIBIT A

LEGAL DESCRIPTION FOR
MESQUITE MOUNTAIN RANCH, PARCEL 2
ZONING CLASSIFICATION R-2

All that certain lot, tract, or parcel of land, situated in a portion of the Northeast Quarter of Section 22 and the Northwest Quarter of Section 23, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at the Northwest corner of said Section 23, same being the Northeast corner of said Section 22, from which the North Quarter corner of said Section 23 bears South 89 deg. 48 min. 54 sec. East (Basis of Bearings) - 2,635.00 feet;

THENCE South 89 deg. 48 min. 54 sec. East along the North line of the Northwest Quarter of said Section 23, a distance of 1,317.50 feet;

THENCE South 00 deg. 31 min. 21 sec. West departing said North line, a distance of 437.68 feet;

THENCE North 89 deg. 13 min. 34 sec. West, a distance of 757.47 feet;

THENCE North 76 deg. 40 min. 46 sec. West, a distance of 508.62 feet;

THENCE North 53 deg. 50 min. 55 sec. West, a distance of 288.05 feet;

THENCE North 89 deg. 43 min. 03 sec. West, a distance of 820.12 feet;

THENCE North 00 deg. 32 min. 13 sec. East, a distance of 145.67 feet to the North line of the Northeast Quarter of said Section 22;

THENCE South 89 deg. 42 min. 11 sec. East along said North line, a distance of 990.17 feet to the **POINT OF BEGINNING**, containing 686,329 square feet or 15.756 acres of land, more or less.

GMcivil
Engineering & Surveying

2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602.218.7285
gmcivil.com

EXHIBIT A

LEGAL DESCRIPTION FOR
MESQUITE MOUNTAIN RANCH, PARCEL 3
ZONING CLASSIFICATION OS-1

All that certain lot, tract, or parcel of land, situated in a portion of the Northeast Quarter of Section 22 and the Northwest Quarter of Section 23, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

COMMENCING at the North Quarter corner of said Section 23, from which the Northwest corner of said Section 23 bears North 89 deg. 48 min. 54 sec. West (Basis of Bearings) - 2,635.00 feet;

THENCE South 00 deg. 27 min. 06 sec. West along the East line of the Northwest Quarter of said Section 23, a distance of 947.91 feet to the **TRUE POINT OF BEGINNING**;

THENCE South 00 deg. 27 min. 06 sec. West continuing along said East line, a distance of 176.95 feet;

THENCE North 57 deg. 30 min. 49 sec. West departing said East line, a distance of 401.84 feet;

THENCE North 69 deg. 53 min. 28 sec. West, a distance of 943.50 feet;

THENCE North 89 deg. 13 min. 34 sec. West, a distance of 863.67 feet;

THENCE North 76 deg. 40 min. 46 sec. West, a distance of 555.39 feet;

THENCE North 53 deg. 50 min. 55 sec. West, a distance of 269.79 feet;

THENCE North 89 deg. 43 min. 03 sec. West, a distance of 772.23 feet;

THENCE North 00 deg. 32 min. 13 sec. East, a distance of 150.00 feet;

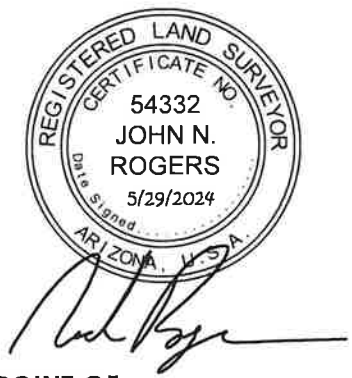
THENCE South 89 deg. 43 min. 03 sec. East, a distance of 820.12 feet;

THENCE South 53 deg. 50 min. 55 sec. East, a distance of 288.05 feet;

THENCE South 76 deg. 40 min. 46 sec. East, a distance of 508.62 feet;

THENCE South 89 deg. 13 min. 34 sec. East, a distance of 872.73 feet;

THENCE South 69 deg. 53 min. 28 sec. East, a distance of 985.32 feet;



THENCE South 57 deg. 30 min. 49 sec. East, a distance of 324.25 feet to the **POINT OF BEGINNING**, containing 570,412 square feet or 13.095 acres of land, more or less.

GMcivil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602.218.7285
gmcivil.com

EXHIBIT A

LEGAL DESCRIPTION FOR

MESQUITE MOUNTAIN RANCH, PARCEL 4

ZONING CLASSIFICATION R-2

All that certain lot, tract, or parcel of land, situated in a portion of the Northeast Quarter of Section 22 and the Northwest Quarter of Section 23, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

BEGINNING at the East Quarter corner of said Section 22, same being the West Quarter corner of said Section 23;

THENCE North 89 deg. 40 min. 51 sec. West (Bais of Bearings) along the South line of the Northeast Quarter of said Section 22, a distance of 2,633.50 feet to the Southwest corner of same;

THENCE North 00 deg. 26 min. 34 sec. East along the West line of the Northeast Quarter of said Section 22, a distance of 1,320.11 feet;

THENCE South 89 deg. 41 min. 31 sec. East departing said West line, a distance of 1,318.49 feet;

THENCE South 00 deg. 31 min. 06 sec. West, a distance of 660.19 feet;

THENCE South 89 deg. 41 min. 11 sec. East, a distance of 329.40 feet;

THENCE North 00 deg. 32 min. 13 sec. East, a distance of 1,684.98 feet;

THENCE South 89 deg. 43 min. 03 sec. East, a distance of 772.23 feet;

THENCE South 53 deg. 50 min. 55 sec. East, a distance of 269.79 feet;

THENCE South 76 deg. 40 min. 46 sec. East, a distance of 555.39 feet;

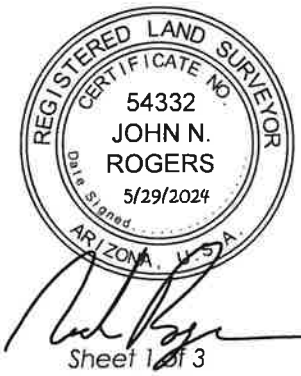
THENCE South 89 deg. 13 min. 34 sec. East, a distance of 863.67 feet;

THENCE South 69 deg. 53 min. 28 sec. East, a distance of 943.50 feet;

THENCE South 57 deg. 30 min. 49 sec. East, a distance of 401.84 feet to the East line of the Northwest Quarter of said Section 23;

THENCE South 00 deg. 27 min. 06 sec. West along said West line, a distance of 1,515.73 feet to the Southeast corner of same;

THENCE North 89 deg. 49 min. 45 sec. West along the South line of the Northwest Quarter of said Section 23, a distance of 2,641.55 feet to the **POINT OF BEGINNING**, containing 9,429,087 square feet or 216.462 acres of land, more or less.



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Engineering & Surveying

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Chandler, Arizona 85286
602.218.7285
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EXHIBIT B

Depiction of the Property

EXHIBIT B

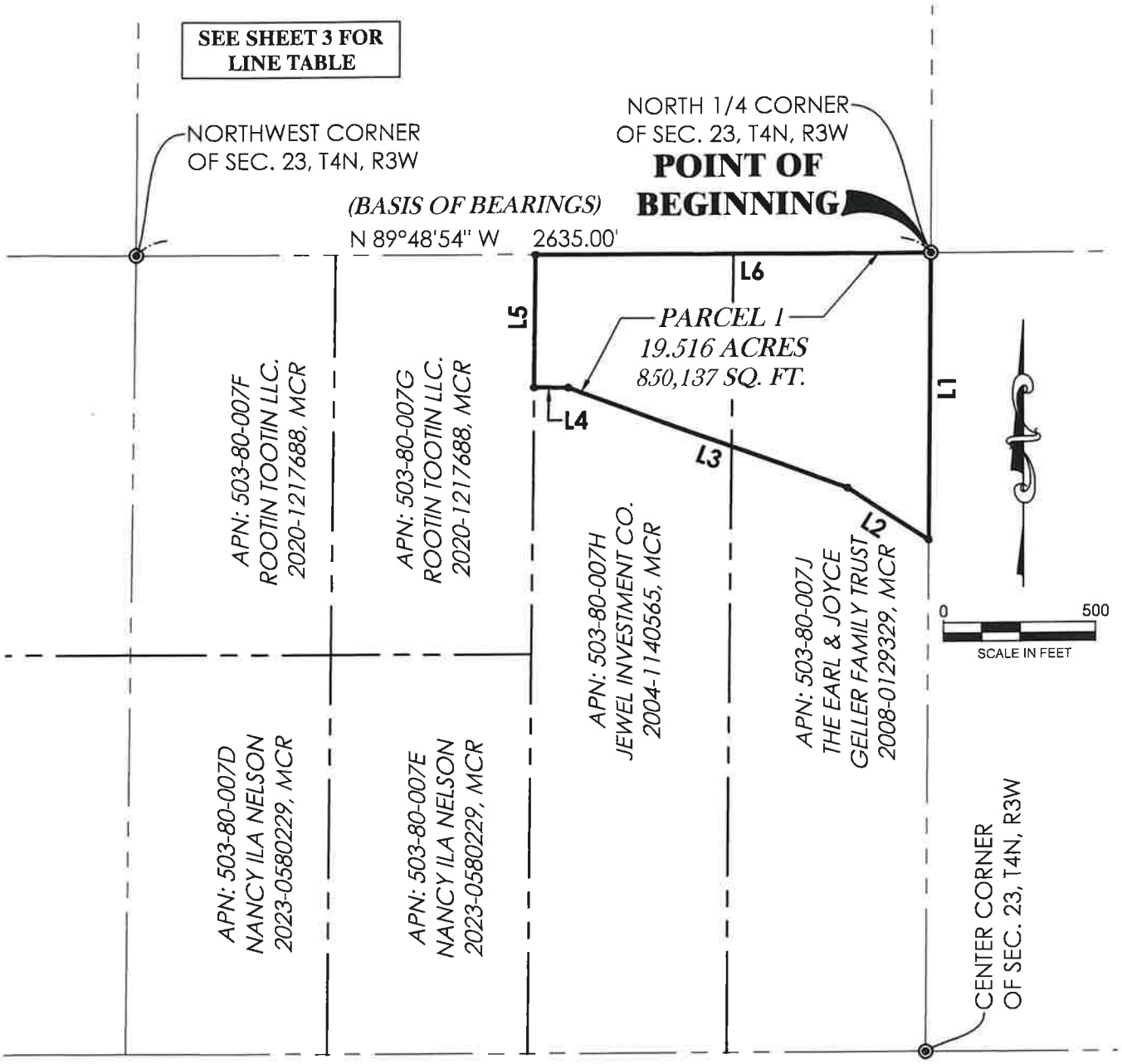

EXHIBIT "A" MAP SHOWING
MESQUITE MOUNTAIN RANCH, PARCEL 1 ZONING CLASSIFICATION R-1,
SITUATED IN A PORTION
OF THE NW QUARTER OF SECTION 23, T4N, R3W
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

Scale:	1" = 500'
Date:	5/29/2024
Job No.:	24004
Drafted:	L.J.C.
Checked:	J.N.R.

Sheet 2 of 3

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 54332
JOHN N. ROGERS
Date Signed 5/29/2024
ARIZONA, U.S.A.

W:\24004 - MMR North\COGO\ZONING\24004-ZONING-PARCEL 1.dwg

EXHIBIT B

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S00°27'06"W	947.91'
L2	N57°30'49"W	324.25'
L3	N69°53'28"W	985.32'
L4	N89°13'34"W	115.26'
L5	N00°31'21"E	437.68'
L6	S89°48'54"E	1317.50'

EXHIBIT "A" MAP SHOWING
MESQUITE MOUNTAIN RANCH, PARCEL 1 ZONING CLASSIFICATION R-1,
SITUATED IN A PORTION
OF THE NW QUARTER OF SECTION 23, T4N, R3W
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

Scale:	NONE
Date:	5/29/2024
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Sheet 3 of 3

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ROGERS
Date Signed
5/29/2024
ARIZONA, U.S.A.

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EXHIBIT B

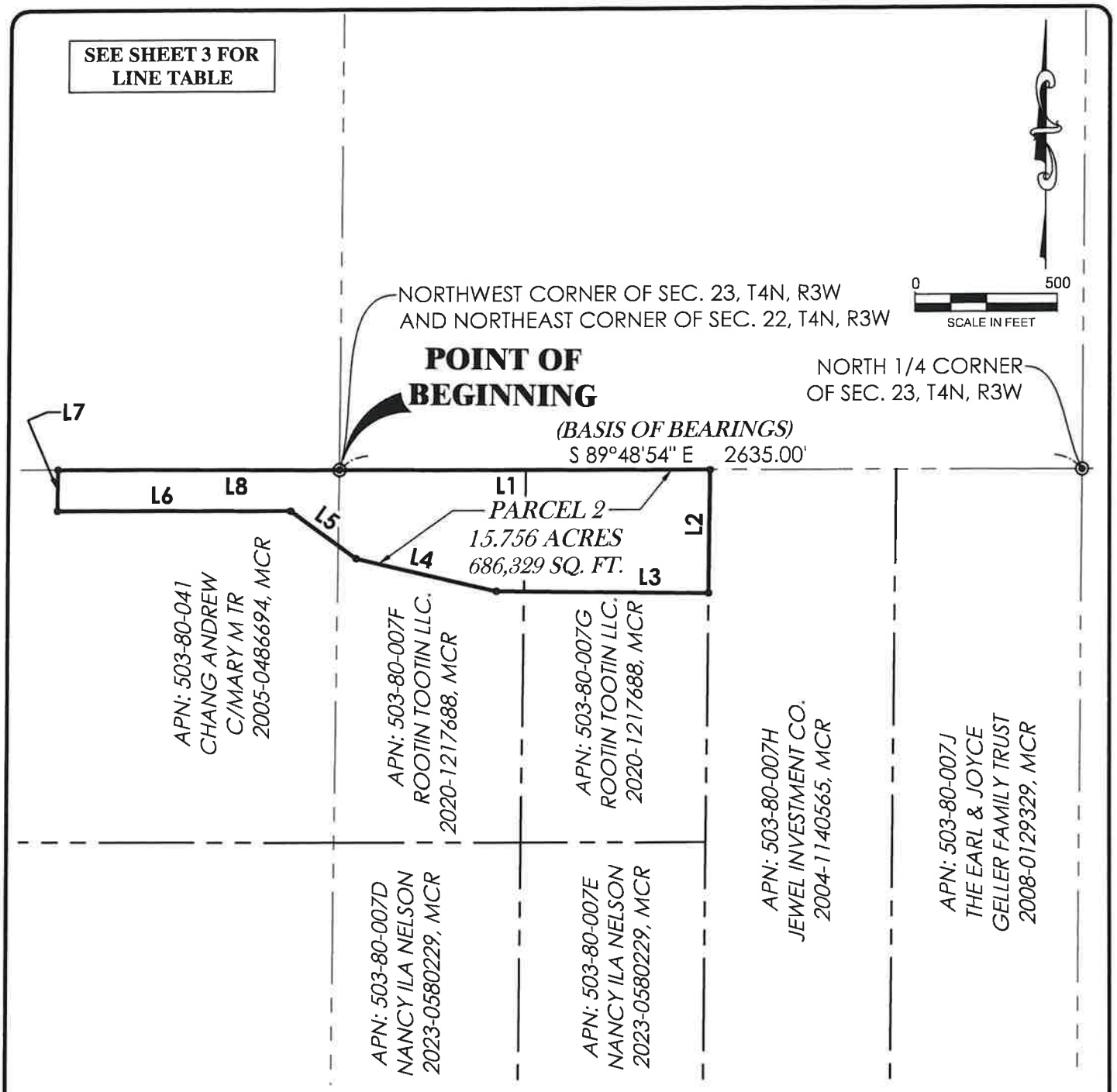

EXHIBIT "A" MAP SHOWING
MESQUITE MOUNTAIN RANCH, PARCEL 2 ZONING CLASSIFICATION R-2,
SITUATED IN A PORTION
OF THE NW QUARTER OF SECTION 23, T4N, R3W
AND OF THE NE QUARTER OF SECTION 22, T4N, R3W
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

Scale:	1" = 500'
Date:	5/29/2024
Job No.:	24004
Drafted:	N.V.L
Checked:	J.N.R.

Sheet 2 of 3

REGISTERED LAND SURVEYOR
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JOHN N.
ROGERS
Date Signed
5/29/2024
ARIZONA, U.S.A.

W:\24004 - MMR North\COGO\ZONING\24004-ZONING-PARCEL 2.dwg

EXHIBIT B

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°48'54"E	1317.50'
L2	S00°31'21"W	437.68'
L3	N89°13'34"W	757.47'
L4	N76°40'46"W	508.62'
L5	N53°50'55"W	288.05'
L6	N89°43'03"W	820.12'
L7	N00°32'13"E	145.67'
L8	S89°42'11"E	990.17'

EXHIBIT "A" MAP SHOWING
MESQUITE MOUNTAIN RANCH, PARCEL 2 ZONING CLASSIFICATION R-2,
SITUATED IN A PORTION
OF THE NW QUARTER OF SECTION 23, T4N, R3W
AND OF THE NE QUARTER OF SECTION 22, T4N, R3W
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

Scale:	NONE
Date:	5/29/2024
Job No.:	24004
Drafted:	N.V.L
Checked:	J.N.R.

Sheet 3 of 3

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5/29/2024
Date Signed
ARIZONA, U.S.A.

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EXHIBIT B

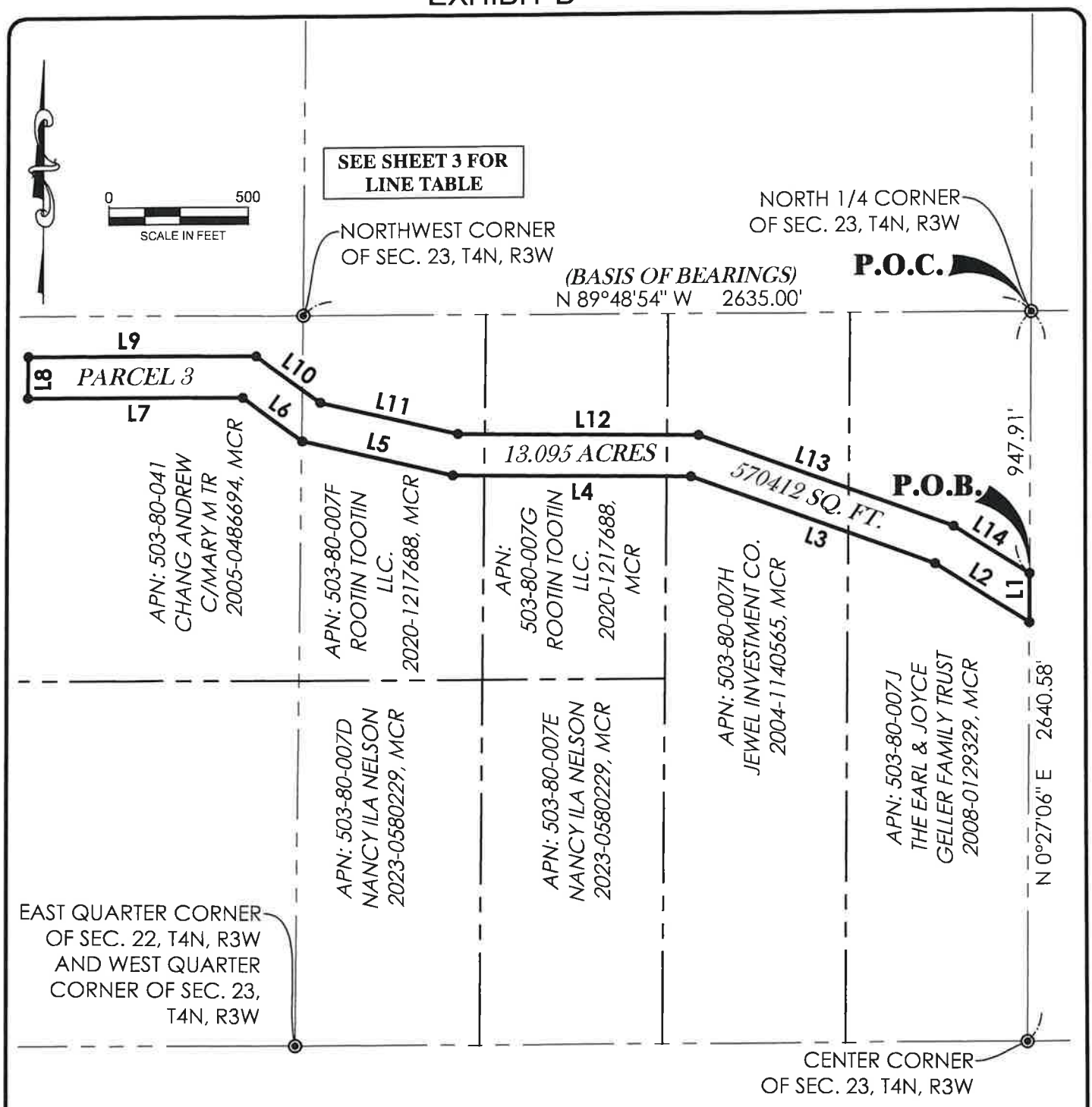

EXHIBIT "A" MAP SHOWING
MESQUITE MOUNTAIN RANCH, PARCEL 3 ZONING CLASSIFICATION OS-1, SITUATED IN A PORTION OF THE NW QUARTER OF SECTION 23, T4N, R3W AND OF THE NE QUARTER OF SECTION 22, T4N, R3W OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

Scale:	1" = 500'
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Checked:	J.N.R.

Sheet 2 of 3

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5/29/2024
Date Signed
ARIZONA, U.S.A.

W:\24004 - MMR North\COGO\ZONING\24004-ZONING-PARCEL 3.dwg

EXHIBIT B

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S00°27'06"W	176.95'
L2	N57°30'49"W	401.84'
L3	N69°53'28"W	943.50'
L4	N89°13'34"W	863.67'
L5	N76°40'46"W	555.39'
L6	N53°50'55"W	269.79'
L7	N89°43'03"W	772.23'
L8	N00°32'13"E	150.00'
L9	S89°43'03"E	820.12'
L10	S53°50'55"E	288.05'
L11	S76°40'46"E	508.62'
L12	S89°13'34"E	872.73'
L13	S69°53'28"E	985.32'
L14	S57°30'50"E	324.25'

EXHIBIT "A" MAP SHOWING
MESQUITE MOUNTAIN RANCH, PARCEL 3 ZONING CLASSIFICATION OS-1,
SITUATED IN A PORTION
OF THE NW QUARTER OF SECTION 23, T4N, R3W
AND OF THE NE QUARTER OF SECTION 22, T4N, R3W
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

Scale:	NONE
Date:	5/29/2024
Job No.:	24004
Drafted:	N.V.L
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Sheet 3 of 3

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EXHIBIT B

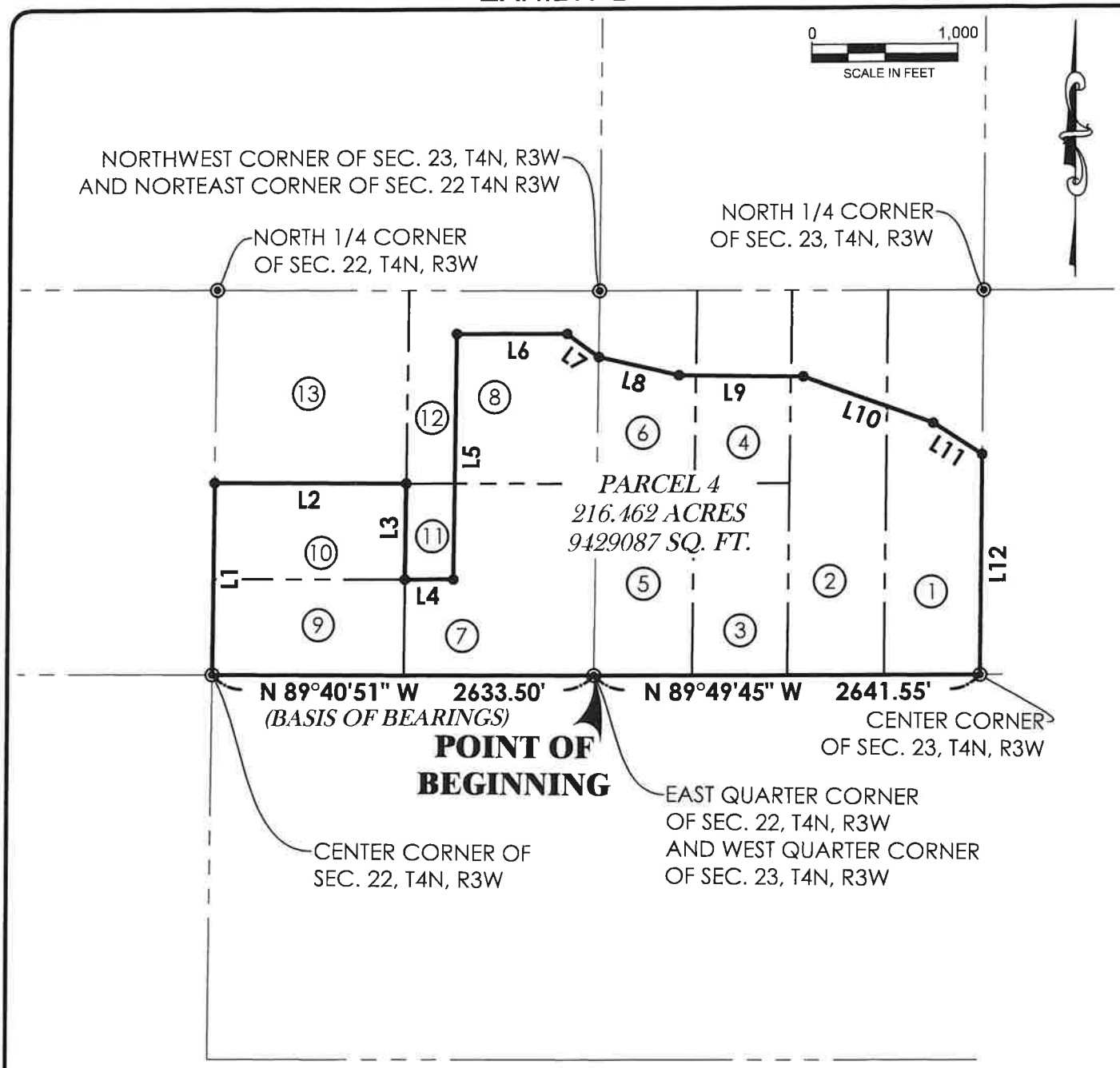

EXHIBIT "A" MAP SHOWING
MESQUITE MOUNTAIN RANCH, PARCEL 4 ZONING CLASSIFICATION R-2,
SITUATED IN A PORTION
OF THE NW QUARTER OF SECTION 23, T4N, R3W
AND OF THE NE QUARTER OF SECTION 22, T4N, R3W
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

SEE SHEET 3 FOR LINE TABLE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
54332
JOHN N.
ROGERS
5/29/2024
Date Signed
ARIZONA, U.S.A.

GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

Scale:	1" = 1000'
Date:	5/29/2024
Job No.:	24004
Drafted:	N.V.L
Checked:	J.N.R.

Sheet 2 of 3

W:\24004 - MMR North\COGO\ZONING\24004-ZONING-PARCEL 4.dwg

EXHIBIT B

ADJOINER INFORMATION:

1. *APN: 503-80-007J THE EARL & JOYCE GELLER FAMILY TRUST 2008-0129329, MCR*
2. *APN: 503-80-007H JEWEL INVESTMENT CO. 2004-1140565, MCR*
3. *APN; 503-80-007E NANCY ILA NELSON 2023-0580229, MCR*
4. *APN: 503-80-007G ROOTIN TOOTIN LLC. 2020-1217688, MCR*
5. *APN: 503-80-007D NANCY ILA NELSON 2023-0580229, MCR*
6. *APN: 503-80-007F ROOTIN TOOTIN LLC. 2020-1217688, MCR*
7. *APN: 503-80-042 CHANG ANDREW C/MARY M TR 2005-0486695, MCR*
8. *APN: 503-80-041 CHANG ANDREW C/MARY M TR 2005-0486694, MCR*
9. *APN: 503-80-006Y SNAZZY PROPERTIES LLC/ET AL 2017-0865744, MCR*
10. *APN: 503-80-006X EAST EVERGREEN TECHNOLOGIES LLC/SCHWAB REV TR 2011-0538063, MCR*
11. *APN: 503-80-040 MESQUITE MOUNTAIN RANCH INVESTMENTS LLC 2012-0682229, MCR*
12. *APN: 503-80-006Z MESQUITE MOUNTAIN RANCH INVESTMENTS LLC 2012-068222, MCR*
13. *APN: 503-80-006F MESQUITE MOUNTAIN RANCH INVESTMENT LLC 2012-0682229*

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N00°26'34"E	1320.11'
L2	S89°41'31"E	1318.49'
L3	S00°31'06"W	660.19'
L4	S89°41'11"E	329.40'
L5	N00°32'13"E	1684.98'
L6	S89°43'03"E	772.23'
L7	S53°50'55"E	269.79'
L8	S76°40'46"E	555.39'
L9	S89°13'34"E	863.67'
L10	S69°53'28"E	943.50'
L11	S57°30'49"E	401.84'
L12	S00°27'06"W	1515.73'

EXHIBIT "A" MAP SHOWING
MESQUITE MOUNTAIN RANCH, PARCEL 4 ZONING CLASSIFICATION R-2,
SITUATED IN A PORTION
OF THE NW QUARTER OF SECTION 23, T4N, R3W
AND OF THE NE SECTION OF 22, T4N, R3W
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

GM civil
Engineering & Surveying
2705 S. Alma School Road, Suite 2
Chandler, Arizona 85286
602-218-7285

Scale:	NONE
Date:	5/29/2024
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Drafted:	N.V.L
Checked:	J.N.R.

Sheet 3 of 3

REGISTERED LAND SURVEYOR
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54332
JOHN N.
ROGERS
Date Signed 5/29/2024
ARIZONA, U.S.A.

W:\24004 - MMR North\COGO\ZONING\24004-ZONING-PARCEL 4.dwg

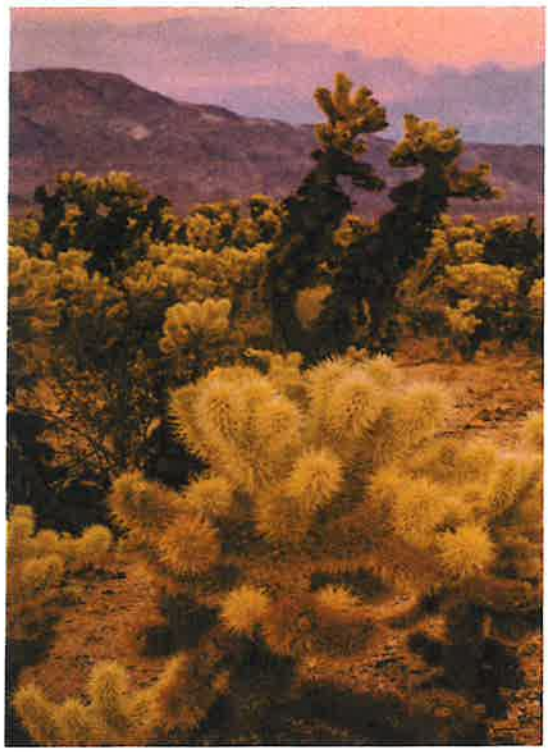
EXHIBIT C

Zoning Narrative

MESQUITE MOUNTAIN RANCH

V

An Application to Rezone from PAD to R-1, R-2, and OS-1
FS24-0765



City of Surprise

1st Submittal: June, 2024
2nd Submittal: October, 2024
3rd Submittal: March, 2025
4th Submittal: March, 2025

GMcivil
Engineering & Surveying

RVi
Planning + Landscape Architecture

UCG
United Civil Group

APPLICANT TEAM

PROPERTY OWNER / DEVELOPER

Lisa Kazan

2415 E. Camelback Road, Suite 700
Phoenix, AZ 85016
Phone: 602.390.4222
Email: lisakazan@prodigy.net

LAND PLANNING

RVi Planning + Landscape Architecture
Mark Reddie

4900 N. Scottsdale Road, Suite 3000
Scottsdale, AZ 85251
Phone: 480-994-0994
Email: MReddie@rviplanning.com

CIVIL ENGINEER

GM Civil Engineering & Surveying
Warren C. Russell, P.E.
2559 SW Grapevine Pkwy,
Grapevine, TX 76051
Phone: 817-680-1062
Email: WRussell@gmcivil.com

TRAFFIC ENGINEER

United Civil Group
Keith Winney
2803 N. 7th Avenue
Phoenix, AZ 85007
Phone: 602-265-6155
Email: KWinney@unitedcivilgroup.com

TABLE OF CONTENTS

1. INTRODUCTION **4**

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1. INTRODUCTION

RVi Planning + Landscape Architecture is pleased to submit this request for a Major Rezoning of a portion of the existing Mesquite Mountain Ranch PAD from PAD District to Residential Low Density (R-1), Residential Medium Density (R-2), and Open Space Conservation (OS-1) Districts.

This proposed rezoning amendment, Mesquite Mountain Ranch V (MMR V), applies to approximately 264.9 acres (the "Site") which is generally located on the south side of Deer Valley Road between 231st Avenue and 223rd Avenue. More precisely, the Site of this requested rezoning amendment includes the following parcels.

- 503-80-041, 042, (Chang Andrew C/Mary M TR)
- 503-80-007F, 007G (Rootin Tootin LLC/ETAL)
- 503-80-007H, (Jewel Investment Co)
- 503-80-007J, (Geller Earl/Joyce TR/Et Al)
- 503-80-006X, (East Evergreen Technologies LLC/Schwab Rev Tr)
- 503-80-006Y, (Snazzy Properties LLC, Et Al)
- 503-80-007D, 007E, (Nelson Cary N/Equity Trust Company/...)

1.1. Purpose of Request

This rezoning aims to accomplish the following:

1. Simplify and update the development standards and regulation of the Site by conforming to the City of Surprise Land Development Ordinance (LDO) and Planning & Engineering Design Standards (PEDS).

2. Enhance housing product diversity based on current market demand by following the R-1 and R-2 development standards of the LDO.

3. Maintain the general land uses permitted by the existing approved PAD; and

4. Increase the assurance that the 5 West Wash will be preserved as open space by hard zoning it to Open Space Conservation District (OS-1), as outlined in LDO Section 106-8.2.

2. SITE ANALYSIS

2.1. Site Context and Existing Land Uses

As shown in Exhibit 1: Regional Vicinity Map, the 264.9-acre site is located less than one mile to the north of Sun Valley Parkway, in a growing area of Northwest Surprise. The Site is generally surrounded by 231st Avenue, Deer Valley Road, 223rd Avenue, and a powerline easement. The Site is undeveloped and vacant. The table below outlines the existing zoning and current land uses of the Site and surrounding properties.

Location	Zoning	Current Land Use
Site	PAD – Mesquite Mountain Ranch	Vacant Power lines
North	C-2 - Community Commercial R-2 - Medium Density Residential RR – Rural Residential	Deer Valley Road, Vacant and Large Lot Residential
East	RR – Rural Residential	Vacant
South	PAD - Mesquite Mountain Ranch PAD-Rancho Vista RR – Rural Residential	Vacant and Single Family Residential (under construction), APS substation
West	PAD - Surprise Foothills RR- Rural Residential	Vacant

2.2 Existing PAD Zoning

As shown in Exhibit 2: Existing Zoning Map, the Site is currently zoned PAD (Mesquite Mountain Ranch) which allows for Low Density Residential, Medium Density Residential, and Open Space land uses. The development standards for residential land uses and the open space consist of those approved 18 years ago as part of the original Mesquite Mountain Ranch PAD.

The remaining portion of the Mesquite Mountain Ranch PAD site, including the southern portion of the powerline easement, the APS substation, the C-3 parcel, and the southernmost wash are not part of this rezoning request and will remain as PAD zoning under the existing Mesquite Mountain Ranch IV PAD (PS22-'260) that was approved on April '6, 2024.

2.3. General Plan Designation

Figure 4.4 "Land Use Character Areas" of the City of Surprise 2040 General Plan designates the Site as Neighborhood and Open Space. Exhibit 3: Existing General Plan Land Use shows the land use designations for the Site and surrounding properties. The Neighborhood designation covers the majority of the Site and allows for a broad mix of residential zoning designations, among other supporting districts or land uses such as but not limited to commercial, offices, or civic uses. The Neighborhoods future land use designation is broken into three neighborhood character areas, Rural, Suburban, and Urban. The Suburban Character Area applies to this Site and represents the transition from rural settings and urban environments. Within this character area, medium-density residential housing types are encouraged to support housing availability for a variety of income levels across the city. The General Plan identifies a density range of 2-8 dwelling units per acre for Suburban Neighborhoods.

The Open Space land use designation includes the 5 West Wash located along the northern portion of the Site. Linear open spaces along washes are encouraged to be incorporated as a natural asset in the design of communities.

The proposed development plan is in conformance with the 2040 General Plan land use designation and character area and no General Plan amendment is required. Section 4 of this documents further summarizes how the proposed project conforms to the 2040 General Plan.

Nearby Rural Residential Overlay Designation

North of the Site is Deer Valley Parkway. A group of properties north of Deer Valley Parkway are designated as Neighborhoods with a Rural Residential Overlay (RRO).

The RRO recognizes existing rural enclaves where the City of Surprise supports the continuation of the rural lifestyle to include the ability to keep livestock and operate farm and agricultural enterprises while also allowing for compatible surrounding development.

While the Site is not designated RRO, Section 3.2 of this document summarizes how the proposed rezoning includes mitigation measures in support of the RRO goals.

2.4. School District

The Site is located within the Wickenburg-9 Elementary School District and the Wickenburg Unified School District. Within the district, Festival Hills is the closest current elementary school, it is approximately four miles from the Site. However, there are two schools planned within the Surprise Foothills property immediately to the west and north of the Site, and a third school planned within the Desert Trails development one mile to the east of the Site that will serve students from this development. Exhibit 8 includes formal correspondence from the Superintendent of the Wickenburg Unified School District supporting the relocation of the school site from Mesquite Mountain Ranch to Surprise Foothills.

2.5. Water and Sewer Service Facilities Plans

Mesquite Mountain Ranch is located within Special Planning Area 3 (SPA-3) in the City of Surprise, Arizona. SPA-3 is generally located north of Bell Road, west of Beardsley Canal, south of Grand Avenue and Central Arizona Project Aqueduct, east of 259th Avenue and encompasses approximately 59 square miles. Preliminary Water and Sewer Reports have been prepared and are included with the rezoning submittal package as a separate attachment.

2.6. Electricity

The Site is provided electricity by Arizona Public Service (APS).

2.7. Fire, Police, and Refuse Services

The Site is within the City of Surprise municipal service area and will receive fire, police, and residential refuse service from the City. Commercial uses will be responsible for securing private refuse service. The closest existing fire station is Station 303 located approximately 11 miles away. There are two planned fire stations near the Site, one within the Surprise Foothills development less than ½-mile west of the Site, and a second within the Desert Trails community ½-mile to the east.

2.8. Existing Drainage Conditions

The Site generally slopes from the southwest to the northeast. However, 5 West Wash is a major drainage corridor in this area and enters the Site along the western property line, just south of Deer Valley Road and extends across the Site to the eastern property line. A second smaller wash (Wash 4) runs along the southeast perimeter of the site near the powerline corridor and ultimately connects to the 5 West Wash east of the Site. Planned flood plain reclamation to the 5 West Wash and Wash 4 floodplains were approved via a CLOMR in 2007 – FEMA Case No. 07-09-0029R. The local offsite flows affecting the site on the west and south boundaries will be intercepted and routed around the site to historical outfall location along the north and east boundaries.

2.9. Existing Roads, Rights-of-way, and Utilities/Constraints

The Site includes and is surrounded by multiple rights-of-way or roadway alignments identified by the City of Surprise 2035 Roadway Functional Classification Plan, and utility corridors.

231st Avenue

Approximately 1,300 feet of the Site's western property line is adjacent to 231st Avenue. Today there is no dedicated ROW for this alignment within the vicinity of the Site, and the area consists of natural desert.

Deer Valley Parkway

Approximately 3,625 feet of the Site's northern property line fronts on Deer Valley Parkway. Today, between the Site's western property line to 225th Avenue, Deer Valley is a dirt road. From 225th Avenue to the eastern property line/223rd Avenue, it has been improved as a two-lane gravel road.

Beyond the Site to the east, the 2-lane gravel road continues until 219th Avenue. From 219th Avenue to North Landfill Road the alignment is unimproved and consists of dirt jeep trails. From Landfill Road to 195th Avenue it is a two-lane gravel road. It is not until 195th Avenue that Deer Valley Road is paved for one lane of traffic in each direction with turn lanes and dirt or gravel shoulders.

227th Avenue

The 227th Avenue alignment extends vertically through the center of the Site. Currently no ROW or improvements exist for 227th Avenue within the Site. Adjacent to the south of the Site, as part of Mesquite Mountain Ranch Phase 1, 227th Avenue has been improved as a paved two-lane roadway to Beardsley Road, where it heads east to 219th Avenue, then south to Sun Valley Parkway.

Dry Utilities

Several existing overhead transmission powerlines extend across the site from east to west. These lines are located within multiple easements dedicated to various governmental and utility entities.

2.10. Luke Air Force Base Compatibility Analysis

The Graduated Density Concept for Luke Air Force Base is best described as providing guidelines for dense development up to and surrounding the "high noise or accident potential zone," commonly referred to the 65 Ldn line, as defined in A.R.S. § 28-8461, which may limit future operations of the U.S.

This Graduated Density Concept proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows:

- a maximum of 2 dwelling units (du) per acre (ac) from the 65 Ldn to ½ mile,
- a maximum of 4 du/ac from ½ mile to 1 mile,
- a maximum of 6 du/ac from 1 to 3 miles, and
- graduated densities beyond 3 miles that include open spaces, light industrial/commercial and rural uses throughout the area defined by State Statute A.R.S. § 28-8461 as "territory in the vicinity of a military airport".

Based on the noise contours published by Luke AFB, the property is entirely within the 1 to 3-mile distance from the noise contours, which allows a maximum of 6.0 du/ac for the overall property. Based on this, up to 1,589 units would be permitted per the Luke CDC. See Exhibit 4, Luke Air Force Base Graduated Density.

3. PROPOSED ZONING + DEVELOPMENT PLAN

3.1. Zoning Summary

This rezoning request seeks to amend the northern portion of the Mesquite Mountain Ranch PAD to establish residential and open space zoning districts that comply with current LDO standards. The proposed zoning is very similar to the current PAD land use plan, including residential uses and open space uses in the same general location, but establishes development standards and regulations based on the current LDO. Further, this plan hard zones the 5 West Wash to ensure it will remain as permanent open space. The rezoning will also conform to the Planning & Engineering Design Standards (PEDS) of the City of Surprise.

The proposed rezoning does not increase the overall unit count or density as already approved under the current Mesquite Mountain Ranch PAD, it simply modifies the zoning to conform to the LDO and the PEDS, and provides an opportunity to blend densities throughout the property. This plan also ensures that the areas closest to the Rural Residential Overlay (RRO) have the largest lots and lowest density within the development by incorporating R-1 zoning to this portion of the property, which is an appropriate zoning transition of the next closest residential district to the Rural Residential zoning district to the north.

As shown on Exhibit 5, Proposed Zoning Map and mentioned above, the Site is proposed to be developed relatively similarly to the existing PAD land use plan with residential and open space, including the R-1 District adjacent to the RRO property, OS-1 District for the major wash corridor, and R-2 District for the remainder of the property. The Site will be accessible by 227th Avenue, 231st Avenue, and Deer Valley Road for vehicles, bicycles, and pedestrians. Natural and improved open spaces will be provided throughout the site to follow the drainage corridors and easement areas, as well as additional active and passive open spaces within each residential development parcel, in accordance with the LDO and PEDs. Further details pertaining to each proposed zoning district are provided in the subsections below.

3.1.1. Residential Low-Density (R-1)

Low-Density residential (R-1) is proposed in Parcel 1 in the northeast corner of the site, between Deer Valley Road and an existing wash. This 19.5-acre parcel is planned to be developed with single-family homes and will serve as a density transition from the rural residential lots to the north. All land uses and development standards within Parcel 1 will be as defined in accordance with the R-1 standards of the LDO and PEDs.

3.1.2. Medium-Density Residential (R-2)

Approximately 232.3-acres of the Site are proposed to be rezoned to Medium-Density Residential (R-2) District. The R-2 District allows for a variety of housing opportunities including detached single-family dwelling as well as attached single-family dwellings such as duplexes, triplexes, and townhomes. Permitted uses and development standards will follow R-2 standards of the LDO and PEDs.

3.1.3. Open Space Conservation (OS-1)

As shown on Exhibit 5: Proposed Zoning Map, approximately 13.1 acres located within the 5 West wash are proposed to be rezoned to Open Space Conservation (OS-1) District. As outlined by the LDO, the goal of this district is to conserve, protect, and enhance natural open spaces such as the natural desert landscape and washes located on this site. Rezoning this area to OS-1 assures the City that the proposed designated open space will remain undeveloped in accordance with LDO and PEDs standards.

3.2 Rural Residential Overlay (RRO) Mitigation Plan:

Shift Deer Valley Parkway South:
The applicant has agreed to shift the alignment of Deer Valley Parkway south by 42' to ensure no negative impact to the existing rural residential properties along Deer Valley Parkway. Currently, there is a 26' road north of the section line within the rural residential properties. We propose to maintain that 26' as the northern edge of the right-of-way (as opposed to the standard 68' north of the section line), shifting the roadway centerline 42 feet south. This will require the MMV developer to dedicate 110' of right-of-way south of the section line within the MMR property, minimizing the impact to the existing properties to the north.

R-1 Zoning Where Adjacent to the RRO:
While the majority of the MMR property is proposed as R-2 zoning, the portion of property immediately adjacent to the RRO property is proposed as R-1 zoning, which is a transition of only one zoning district from Rural Residential zoning. Additionally, by shifting Deer Valley Road south, and providing a minimum 15' landscape buffer along our northern perimeter, the first homes within MMR will be over 150 feet from the RRO properties.

Limited Property Access on Deer Valley Parkway: A majority of the property will be accessed from 227th Avenue and 231st Avenue, with very limited access along Deer Valley Parkway, minimizing access and intersection conflicts to the RRO property. The only portion of the property with direct access to Deer Valley Parkway is the small R-1 zoned parcel north of the 5 West Wash.

3.3. Pedestrian, Bike, and Open Space

Open spaces will be provided within and throughout each residential development as defined and required by the LDO and PEDS. As shown on Exhibit 6, Pedestrian Bike & Open Space Plan, it is anticipated at this time that three to four open

space amenity areas will be provided to meet applicable open space criteria and sufficiently serve the community. Bike lanes will be provided on arterial and collector streets, and paths for bicyclists and pedestrians will be provided throughout the community to connect residents to improved and natural open spaces. It is anticipated that a Regional Path will be provided in the 5 West Wash and a Community Path will be located within the existing utility easement. Local Paths will connect residents to the Community and Regional Paths and to the open spaces. Exact location of paths and open spaces will be determined as part of site plan review.

3.4. Transportation and Access

In discussion with the City of Surprise and in conformance with the City's 2040 General Plan, the following is a summary of the regional roadways within or adjacent to the Site (See Exhibit 7 "Regional Transportation Plan") and the associated ROW dedications for half and/or full street dedications:

3.4.1 Deer Valley Parkway

Deer Valley Parkway is proposed as a major arterial road with 136-feet of ROW. As part of the development of this Site, and to mitigate impacts to the RRO properties to the north, Deer Valley Parkway will be shifted approximately 42-feet to the south and improved to accomodate two-way vehicular traffic. This will include a 110-foot ROW dedication south of the section line. In conjunction with the existing 26-feet of roadway located north of the section line, Deer Valley Parkway will ultimately be developed with 110' of ROW south of the section line and 26' of ROW north of the section line. Up to an additional 10-feet of ROW may also be dedicated on the south side to accommodate east bound right turn lanes as needed. Additional access along Deer Valley Road may be required to the east to connect to 219th Avenue. The required ROW and roadway improvements for this will be determined at the time of platting.

3.4.2 227th Avenue

227th Avenue is designated as a major arterial with 136-feet of total ROW connecting from Sun Valley Parkway running through the center of the Site to connect to and extend north beyond Deer Valley Parkway. Half street and full street ROW will be dedicated where the property is adjacent to the 227th Avenue alignment. As shown on Exhibit 6, ROW improvements will be provided south of the subject Site to connect to the existing improvements adjacent to the southern portion of Mesquite Mountain Ranch (FS18-617). These improvements will result in a paved point of access that will extend to Sun Valley Parkway. A future signal is planned for the intersection of Sun Valley Parkway and 227th Avenue. This development will have to contribute its proportionate share to the cost of the signal.

3.4.3 231st Avenue

231st Avenue is designated as a residential collector road with 80-feet of total ROW and will ultimately connect to Deer Valley Parkway. Where the Site has frontage on this alignment, the 40-foot east half street ROW and improvements will be provided.

3.4.4 Site Access + Circulation

As required by City of Surprise Transportation Planning and Traffic Engineering the developer will be responsible for submitting a Master Street Plan showing turn lanes, medians, and street widths as well as a full Master Site Plan showing the on-site traffic and pedestrian circulation, and emergency vehicle access. These documents will include two geographically separated points of vehicular access from the Site to an existing public roadway.

The developer will continue to work with staff to provide appropriate primary and secondary access to the Site with each phase of development. Primary access will be on 227th Avenue from Sun Valley Parkway to the property. Secondary geographically separated access will partially depend on project phasing, but will likely include the extension of Deer Valley Parkway from 227th Avenue east to 219th Avenue, which currently provides access to Sun Valley Parkway. Additionally, Desert Trails has the obligation to build Deer Valley Parkway from 219th Avenue to 195th Avenue with its first phase of development, ultimately connecting Deer Valley Parkway to Grand Avenue further to the east. While the MMR project does not control the timing of this extension, first phase plats have already been submitted to the City for Desert Trails, so it is likely this connection will be available at the time of MMR phase 1 development, providing additional access options from the east.

As a potential alternative, a connection to the west from 231st Avenue to Deer Valley Road via Foothills Boulevard south to Sun Valley Parkway may be provided for geographically separated secondary access. While not preferred, this provides an alternative geographically secondary access option if needed.

Since it is unknown what surrounding roadway improvements will be at the time of the development of MMR, the applicant reserves the right to explore additional alternatives to the geographically separated secondary access points, and will coordinate with City staff on an acceptable route.

3.5 Construction Sequencing and Maintenance of Traffic Exhibit

During every phase of construction of this development the developer will ensure that traffic flow will be maintained on all existing arterial and collector roadways. A detailed description of how and when this will be accomplished will be provided during the platting process along with a Construction Sequencing and Maintenance of Traffic Exhibit.

4. CONCLUSION + GENERAL PLAN CONFORMANCE

This rezoning application seeks to encourage future development consistent with the City's 2040 General Plan and City's LDO and PEDS, and includes appropriate mitigation to the RRO properties to the north

By rezoning to the R-1 District along a portion of Deer Valley Parkway the proposal provides a density transition to the Rural Residential Overlay (RRO) properties located to the north. As discussed in Section 3.4.1 of this document, Deer Valley Parkway is also proposed to shift to the south. This proposed shift greatly acknowledges the RRO properties to the north and will protect the RRO residents from the future noise and views of Deer Valley Parkway. These components of the proposed rezoning support the 2040 General Plan goals to support the continuation of rural communities located in the RRO and maintain the rural lifestyle choice.

The majority of the Site is proposed to be rezoned to the R-2 District. As guided for by the 2040 General Plan Suburban Neighborhood Character Area, the R-2 District allows for a diverse variety of medium density attached or detached single-family homes that fall within a density range of 2-8 dwelling units per acre, without any increase in unit count or density from what is already approved within the Mesquite Mountain Ranch PAD.

As further called for by the Open Space Character Area of the 2040 General Plan, the 5 West Wash will be protected with hard OS-1 zoning, ensuring it is maintained as permanent open space through zoning regulations. Additional active and passive open spaces will also be provided in accordance with current LDO requirements.

The regional transportation network will be enhanced in this area as the property is developed, ensuring multiple access and connection points for efficient circulation as this area of Surprise continues to develop.

The proposed project evaluated all the existing and proposed conditions of the site and surrounding area to ensure compatibility while establishing an appropriate land use plan to meet the demands of this growing area of Surprise.

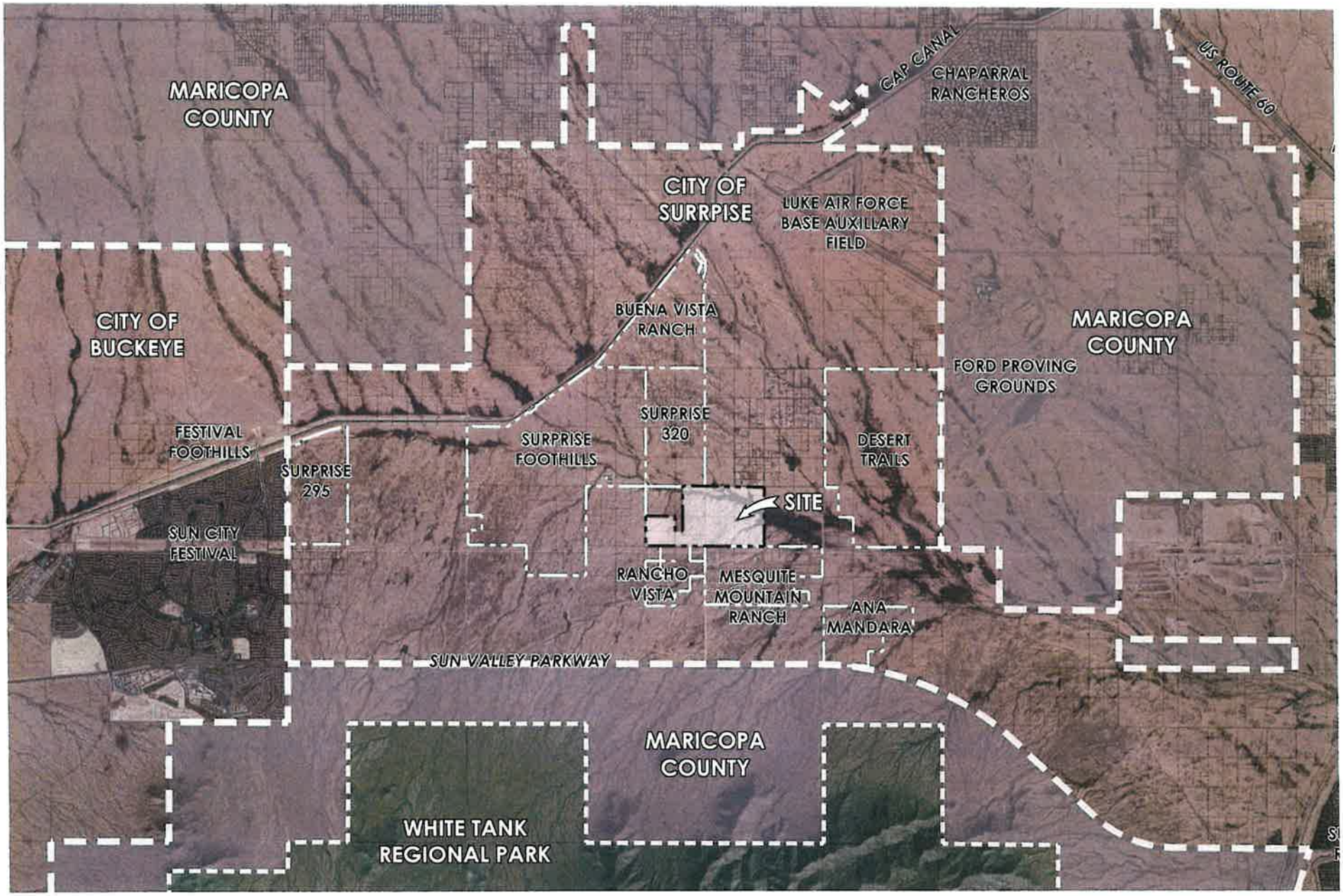
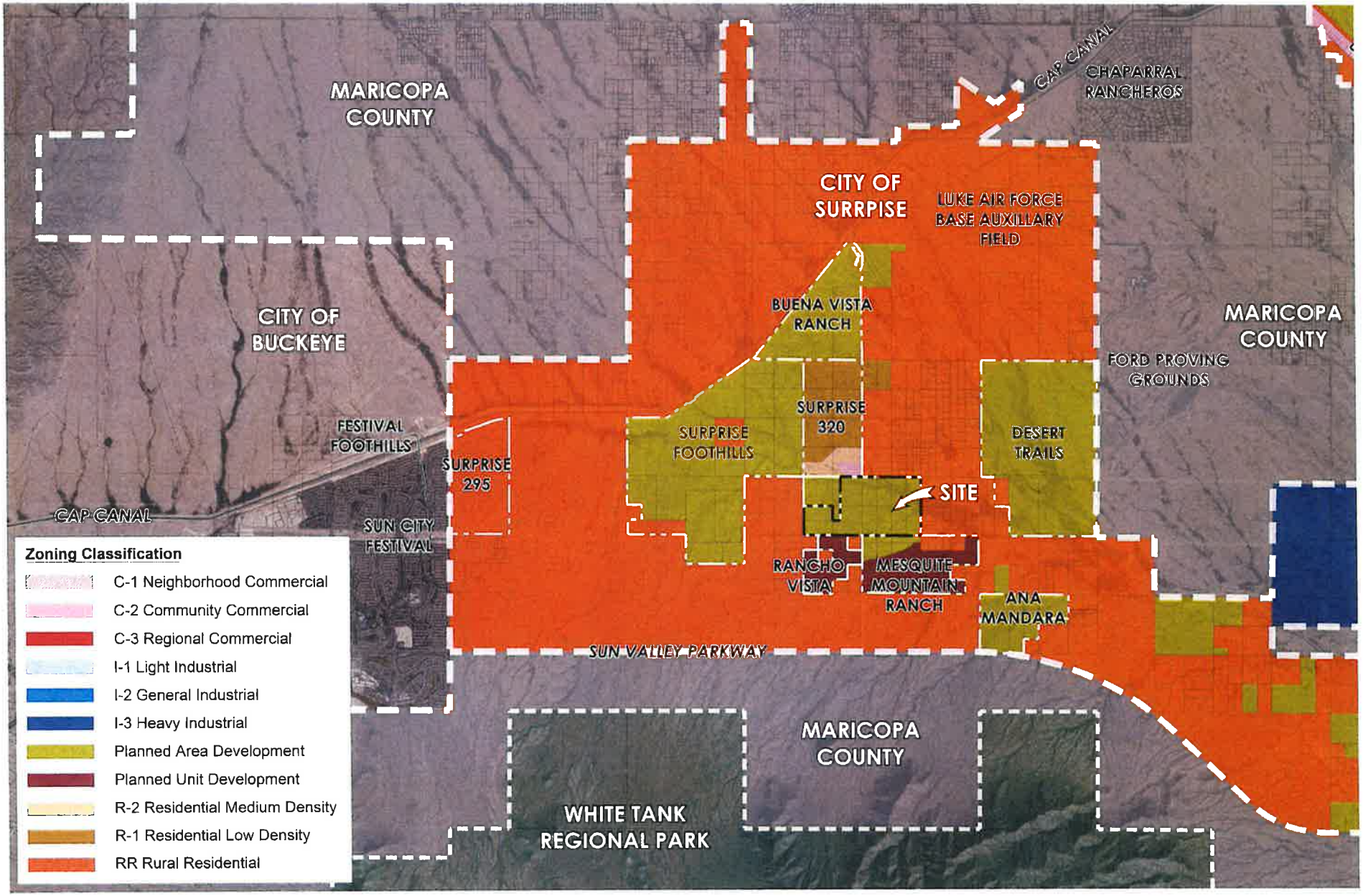
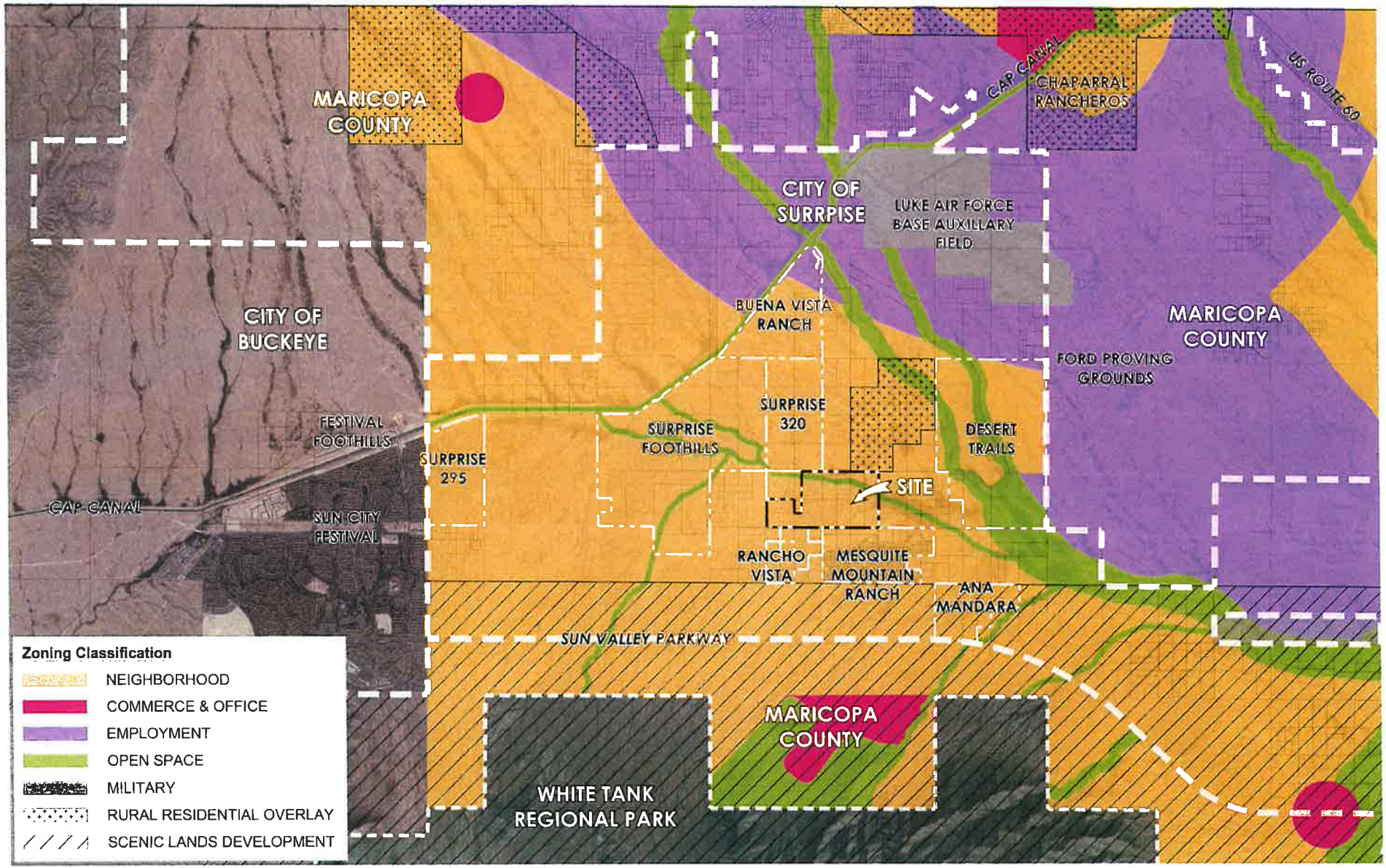

MARICOPA COUNTY
CAP CANAL
CHAPARRAL RANCHEROS
US ROUTE 60
CITY OF SURRPISE
LUKE AIR FORCE BASE AUXILLARY FIELD
CITY OF BUCKEYE
BUENA VISTA RANCH
MARICOPA COUNTY
FORD PROVING GROUNDS
FESTIVAL FOOTHILLS
SURPRISE 320
SURPRISE FOOTHILLS
DESERT TRAILS
SURPRISE 295
SITE
SUN CITY FESTIVAL
RANCHO VISTA
MESQUITE MOUNTAIN RANCH
ANA MANDARA
SUN VALLEY PARKWAY
MARICOPA COUNTY
WHITE TANK REGIONAL PARK

EXHIBIT 2 Existing Zoning Map




MARICOPA COUNTY
CAP CANAL
CHAPARRAL RANCHEROS
US ROUTE 60
CITY OF SURRPISE
LUKE AIR FORCE BASE AUXILLARY FIELD
CITY OF BUCKEYE
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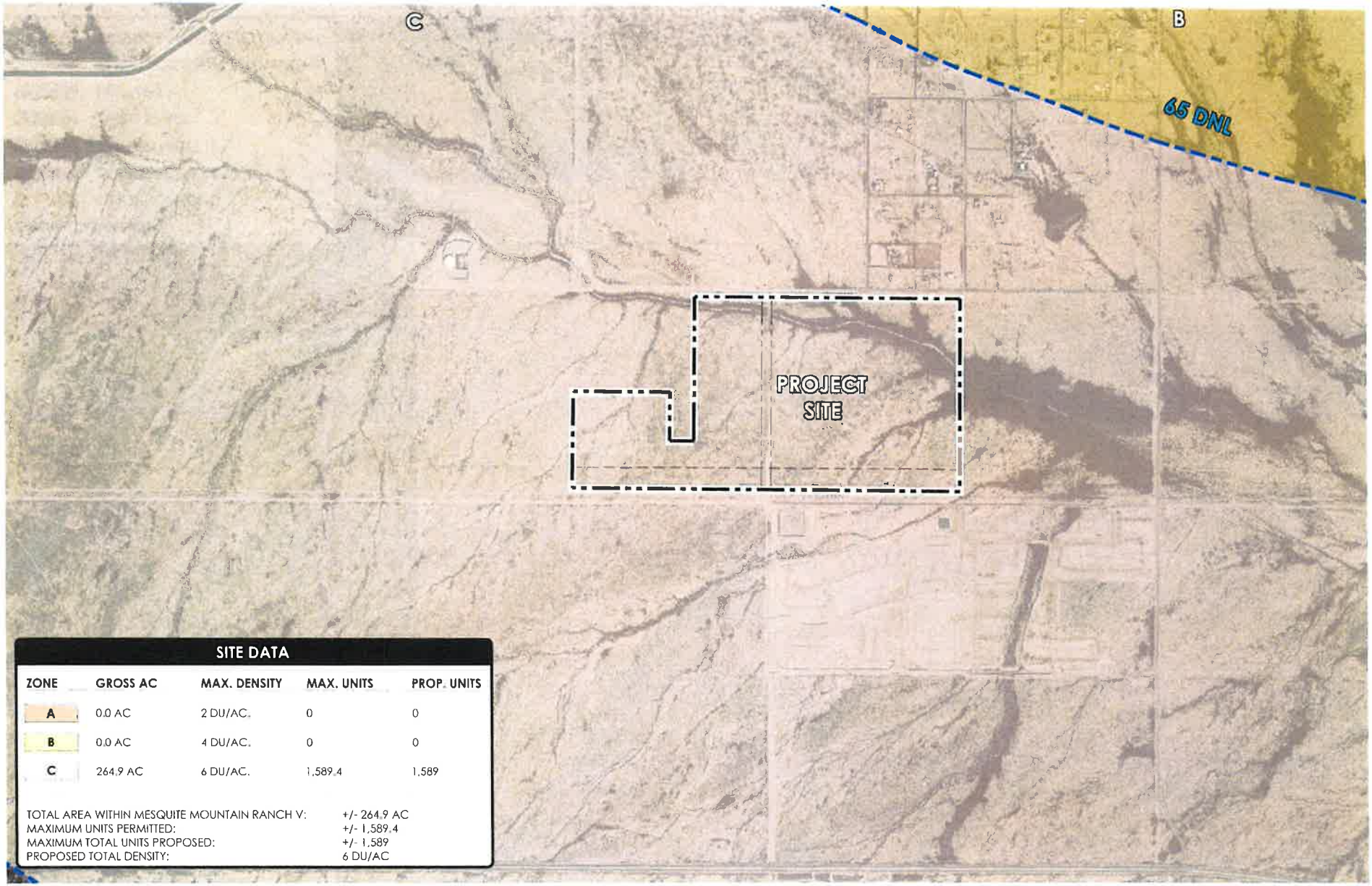
FORD PROVING GROUNDS
FESTIVAL FOOTHILLS
SURPRISE 320
SURPRISE FOOTHILLS
DESERT TRAILS
SURPRISE 295
SITE
CAP CANAL
SUN CITY FESTIVAL
RANCHO VISTA
MESQUITE MOUNTAIN RANCH
ANA MANDARA
SUN VALLEY PARKWAY
MARICOPA COUNTY
WHITE TANK REGIONAL PARK
Zoning Classification
NEIGHBORHOOD
COMMERCE & OFFICE
EMPLOYMENT
OPEN SPACE
MILITARY
RURAL RESIDENTIAL OVERLAY
SCENIC LANDS DEVELOPMENT

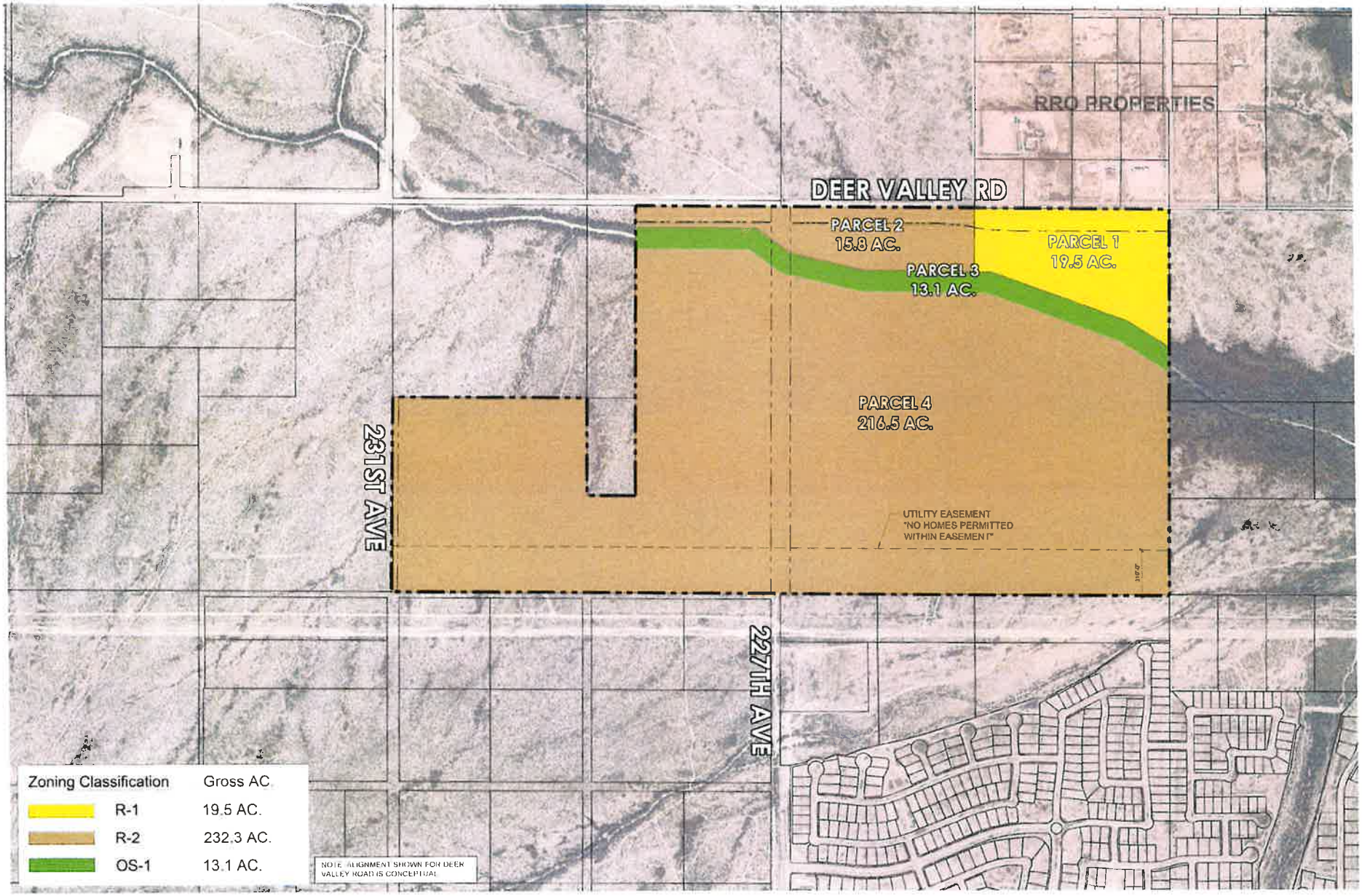
EXHIBIT 4 Luke Air Force Base Graduated Density

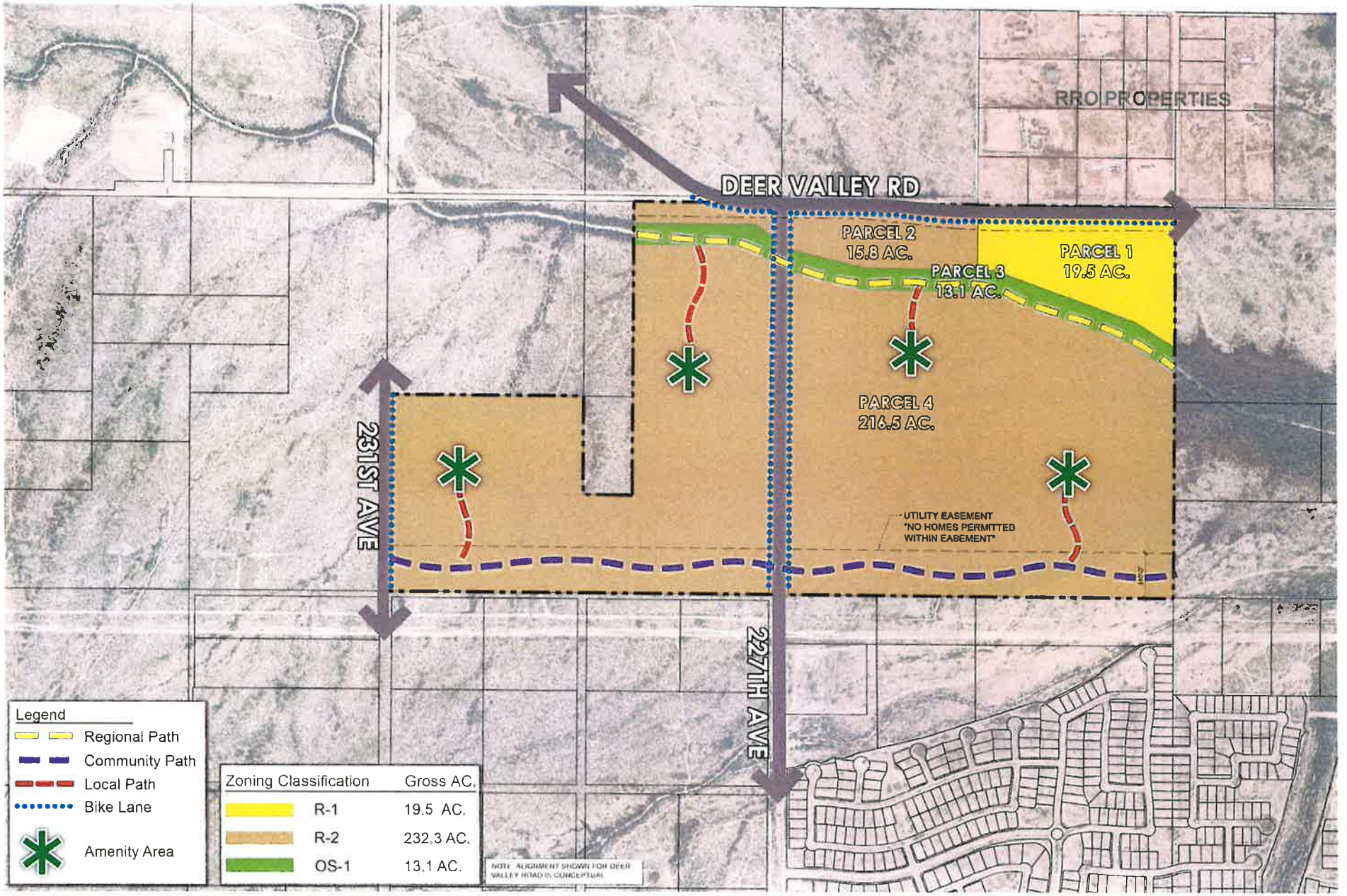


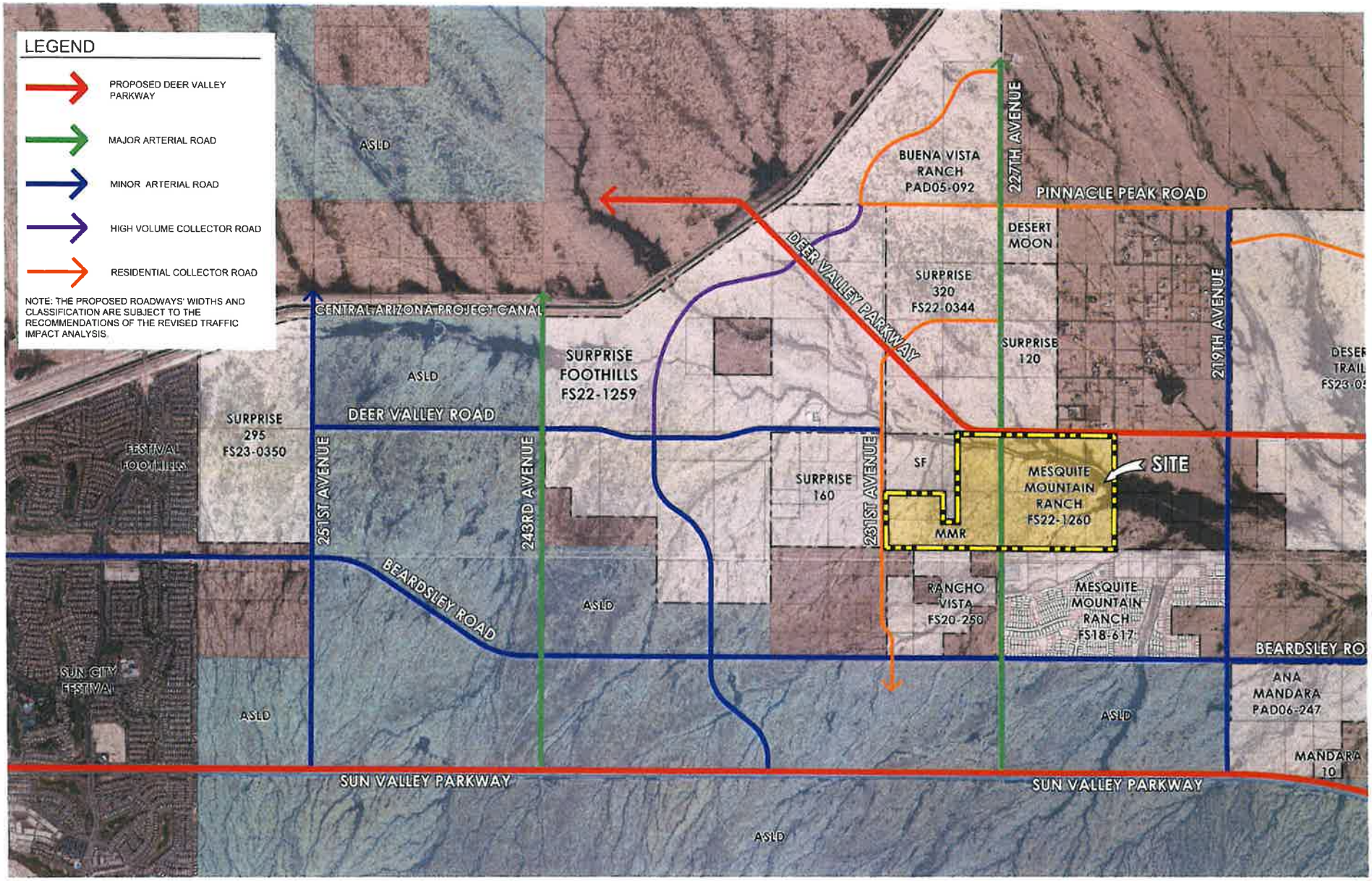
SITE DATA

ZONE	GROSS AC	MAX. DENSITY	MAX. UNITS	PROP. UNITS
A	0.0 AC	2 DU/AC.	0	0
B	0.0 AC	4 DU/AC.	0	0
C	264.9 AC	6 DU/AC.	1,589.4	1,589

TOTAL AREA WITHIN MESQUITE MOUNTAIN RANCH V:	+/- 264.9 AC
MAXIMUM UNITS PERMITTED:	+/- 1,589.4
MAXIMUM TOTAL UNITS PROPOSED:	+/- 1,589
PROPOSED TOTAL DENSITY:	6 DU/AC


RRO PROPERTIES
DEER VALLEY RD
PARCEL 2
15.8 AC.
PARCEL 1
19.5 AC.
PARCEL 3
13.1 AC.
PARCEL 4
216.5 AC.
231ST AVE
227TH AVE
UTILITY EASEMENT
"NO HOMES PERMITTED
WITHIN EASEMENT"
Zoning Classification
Gross AC.
R-1
19.5 AC.
R-2
232.3 AC.
OS-1
13.1 AC.
NOTE: ALIGNMENT SHOWN FOR DEER VALLEY ROAD IS CONCEPTUAL


RRO PROPERTIES
DEER VALLEY RD
PARCEL 2
15.8 AC.
PARCEL 3
13.1 AC.
PARCEL 1
19.5 AC.
PARCEL 4
216.5 AC.
231ST AVE
227TH AVE
UTILITY EASEMENT
"NO HOMES PERMITTED
WITHIN EASEMENT"
Legend
Regional Path
Community Path
Local Path
Bike Lane
Amenity Area
Zoning Classification
Gross AC.
R-1
19.5 AC.
R-2
232.3 AC.
OS-1
13.1 AC.
NOTE: ALIGNMENT SHOWN FOR DEER VALLEY ROAD IS CONCEPTUAL


LEGEND
PROPOSED DEER VALLEY PARKWAY
MAJOR ARTERIAL ROAD
MINOR ARTERIAL ROAD
HIGH VOLUME COLLECTOR ROAD
RESIDENTIAL COLLECTOR ROAD
NOTE: THE PROPOSED ROADWAYS' WIDTHS AND CLASSIFICATION ARE SUBJECT TO THE RECOMMENDATIONS OF THE REVISED TRAFFIC IMPACT ANALYSIS.
ASLD
BUENA VISTA RANCH PAD05-092
227TH AVENUE
PINNACLE PEAK ROAD
DESERT MOON
DEER VALLEY PARKWAY
SURPRISE 320 FS22-0344
SURPRISE 120
219TH AVENUE
CENTRAL ARIZONA PROJECT CANAL
SURPRISE FOOTHILLS FS22-1259
DEER VALLEY ROAD
SURPRISE 295 FS23-0350
FESTIVAL FOOTHILLS
251ST AVENUE
243RD AVENUE
SURPRISE 160
231ST AVENUE
SF
MMR
MESQUITE MOUNTAIN RANCH FS22-1260
SITE
BEARDSLEY ROAD
RANCHO VISTA FS20-250
MESQUITE MOUNTAIN RANCH FS18-617
BEARDSLEY RO
SUN CITY FESTIVAL
ANA MANDARA PAD06-247
MANDARA
SUN VALLEY PARKWAY
SUN VALLEY PARKWAY

Wickenburg Unified School District
101 East Coconino Street
Wickenburg, AZ 85390
Phone: (928) 668-5350 FAX: (928) 668-5348
www.wickenburgschools.org

January 25, 2024

Mark Reddie
RVi Planning + Landscape Architecture
4900 North Scottsdale Road, Suite 1200
Scottsdale, AZ 85251

Dear Mr. Reddie,

This letter is to confirm that the Wickenburg Unified School District has reviewed and supports the updated Surprise Foothills Planned Area Development proposal.

The plan includes two (2) elementary school sites with one in Phase 1 of the project and the second to be included in a later phase. The first school site is adequate in size and location. The updated PAD provides the opportunity for the developer to work with the Wickenburg Unified School District on the location of the second school

Thank you for the opportunity to provide input into the preliminary plan, including the location of the school sites. We strongly believe that the best way to plan for future schools is to work closely with the developers in the beginning stages of the project, which you have allowed.

We wish you the best in this project and look forward to working with you.

Best Regards,

Barbara J. Remondini

Barbara J. Remondini, Ph.D.
Superintendent

Every Child has Hope, Every Student is a Graduate, Every Graduate has a Dream

Wickenburg Unified School District
101 East Coconino Street
Wickenburg, AZ 85390
Phone: (928) 668-5350 FAX: (928) 668-5348
www.wickenburgschools.org

September 4, 2024

Mark Reddie
RVi Planning + Landscape Architecture
4900 North Scottsdale Road, Suite 1200
Scottsdale, AZ 85251

Dear Mr. Reddie,

This letter is to confirm that the Wickenburg Unified School District has reviewed and supports the updated Mesquite Mountain Ranch Planned Area Development proposal.

The plan includes the removal of the previously designated elementary school site. Working with the developer of both Mesquite Mountain Ranch and the adjacent Surprise Foothills development, an additional school site has been identified and agreed upon to be placed in Surprise Foothills. With the additional school site in Surprise Foothills, the needs of future students in the general area will be met.

Thank you for the opportunity to provide input into the preliminary plan, including the relocation of the school site. We strongly believe that the best way to plan for future schools is to work closely with the developers in the beginning stages of the project, which you have allowed.

We wish you the best in this project and look forward to working with you.

Best Regards,

Barbara J. Remondini

Barbara J. Remondini, Ph.D.
Superintendent

Every Child has Hope, Every Student is a Graduate, Every Graduate has a Dream

EXHIBIT D

227th Avenue & Sun Valley Parkway Traffic Signal Proportionate Share Calculation

227th / Sun Valley Parkway Traffic Signal Cost per Development	Percent Share	Cost
Existing/City	11.92%	$138,308.60
Buena Vista Ranch	20.86%	$242,086.00
Desert Moon	2.04%	$23,720.55
Surprise 320	16.23%	$188,329.31
Surprise 120 Parcel	6.13%	$71,149.79
Mesquite Mountain Ranch Phase V	16.47%	$191,063.10
Surprise 160	8.18%	$94,882.20
Surprise Foothills	18.17%	$210,810.46
Total	100.00%	$1,160,350

City of Surprise

227th Ave & Sun Valley Parkway
Traffic Signal Improvements

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST

LINE NO.	BID-ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	General Items					
	1000	Traffic Control	1	LS	$20,000.00	$20,000
	1001	AZPDES Permit, Plans and Notifications	1	LS	$5,000.00	$5,000
	1002	Construction Surveying and Layout	1	LS	$12,000.00	$12,000
	1003	Mobilization & Demobilization	1	LS	$15,000.00	$15,000
	1004	New Power Service (APS)	1	LS	$300,000.00	$300,000
					Sub-Total	**$352,000**
	Removals					
	2000	Sawcut and Remove Asphaltic Concrete Pavement	200	SY	$10.00	$2,000
	2001	Remove Concrete Gutter	700	LF	$15.00	$10,500
	2003	Remove Miscellaneous Signing	1	LS	$5,000.00	$5,000
					Sub-Total	**$17,500**
	Concrete/Paving					
	2201	Asphaltic Concrete Pavement (4" Thick) (C-3/4")	38	TON	$200.00	$7,600
	2300	Concrete Single Curb, H=6" (MAG Std Dtl 222, Type A)	700	LF	$25.00	$17,500
	2301	Concrete Valley Gutter, W=18" (MAG Std Dtl 240)	700	LF	$30.00	$21,000
					Sub-Total	**$46,100**
	Signing and Pavement Marking					
	3000	Miscellaneous Signing Work	1	LS	$ 4,000.00	$4,000
	3107	24" White Thermoplastic Traffic Stripe	220	LF	$ 25.00	$5,500
	3200	Miscellaneous Striping Work (Arrows Etc.)	1	LS	$ 2,000.00	$2,000
					Sub-Total	**$11,500**
	Signals					
	6000	Metered Service Pedestal w/Foundation (Tesco Cat. No. 26-000)	1	EA	$18,000.00	$18,000.00
	6001	Control Cabinet (RS 77) w/Controller and Foundation (Econolite Cobalt TS-2, Type 1)	1	EA	$100,000.00	$100,000.00
	6002	UPS Battery Backup and Foundation (Tesco Model #22-000BBS)	1	EA	$24,000.00	$24,000.00
	6003	Electrical Conduit (2 inch) (with 1/4 inch Pull Rope) (Trench Installation)	90	LF	$30.00	$2,700.00
	6004	Electrical Conduit (2 1/2 inch) (with 1/4 inch Pull Rope) (Trench Installation)	50	LF	$35.00	$1,750.00
	6005	Electrical Conduit (2-3 inch) (with 1/4 inch Pull Rope) (Trench Installation)	100	LF	$40.00	$4,000.00
	6006	Electrical Conduit (2-3 inch) (with 1/4 inch Pull Rope) (Bore Installation)	400	LF	$85.00	$34,000.00
	6007	Pull Box (No. 7 w/Extensions)	1	EA	$1,800.00	$1,800.00
	6008	Pull Box (No. 7)	3	EA	$1,000.00	$3,000.00
	6009	Pull Box (No. 9, Vault)	1	EA	$12,000.00	$12,000.00
	6010	Traffic Signal Face (Type F, LED)	7	EA	$1,600.00	$11,200.00
	6011	Traffic Signal Face (Type R, LED)	4	EA	$1,600.00	$6,400.00
	6012	Traffic Signal Face (Type Q, LED)	2	EA	$2,200.00	$4,400.00
	6013	Miscellaneous Traffic Signal Mounting Assemblies	1	LS	$10,000.00	$10,000.00
	6014	Pole Foundation, Type A (16')	1	EA	$4,000.00	$4,000.00
	6015	Pole Foundation, Type Q	1	EA	$20,000.00	$20,000.00
	6016	Pole Foundation, Type R	2	EA	$25,000.00	$50,000.00
	6017	Type A Pole	1	EA	$5,000.00	$5,000.00
	6018	Type Q Pole	1	EA	$22,000.00	$22,000.00
	6019	Type R Pole	2	EA	$30,000.00	$60,000.00
	6020	Luminaire Mast Arm (20')	3	EA	$8,000.00	$24,000.00
	6021	Mast Arm (40')	1	EA	$40,000.00	$40,000.00
	6022	Mast Arm (55')	2	EA	$50,000.00	$100,000.00
	6023	Luminaire (Horizontal Mount) (LED) (GE Evolve)	3	EA	$2,000.00	$6,000.00
	6024	Metro Street Name Sign	3	EA	$2,000.00	$6,000.00
	6025	High Definition Pan/Tilt/Zoom Camera	1	EA	$13,000.00	$13,000.00
	6026	Electrical Conductors	1	LS	$75,000.00	$75,000.00
	6027	Emergency Vehicle Detection System (Tomar)	1	EA	$20,000.00	$20,000.00
	6028	Video Detection System (Econolite Vision)	1	EA	$55,000.00	$55,000.00
					Sub-Total	**$733,250**
					TOTAL	**$1,160,350**

EXHIBIT E

219th Avenue & Sun Valley Parkway Traffic Signal Proportionate Share Calculation

219th / Sun Valley Parkway Traffic Signal Cost per Development	Percent Share	Cost
Existing/City	32.50%	$385,888.75
Surprise 120 Parcel	7.50%	$89,051.25
Mesquite Mountain Ranch Phase V	10.00%	$118,735.00
Surprise 233	10.00%	$118,735.00
Ana Mandara	40.00%	$474,940.00
Total	100.00%	$1,187,350

SURPRISE
ARIZONA

City of Surprise

219th Ave & Sun Valley Parkway
Traffic Signal Improvements

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST

MARICOPA COUNTY

LINE NO.	BID-ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	General Items					
	1000	Traffic Control	1	LS	$20,000.00	$20,000
	1001	AZPDES Permit, Plans and Notifications	1	LS	$5,000.00	$5,000
	1002	Construction Surveying and Layout	1	LS	$12,000.00	$12,000
	1003	Mobilization & Demobilization	1	LS	$15,000.00	$15,000
	1004	New Power Service (APS)	1	LS	$300,000.00	$300,000
					Sub-Total	**$352,000**
	Removals					
	2000	Sawcut and Remove Asphaltic Concrete Pavement	200	SY	$10.00	$2,000
	2001	Remove Concrete Gutter	700	LF	$15.00	$10,500
	2002	Remove Cattleguard	1	EA	$50,000.00	$50,000
	2003	Remove Miscellaneous Signing	1	LS	$5,000.00	$5,000
					Sub-Total	**$67,500**
	Concrete/Paving					
	2201	Asphaltic Concrete Pavement (4" Thick) (C-3/4")	38	TON	$200.00	$7,600
	2300	Concrete Single Curb, H=6" (MAG Std Dtl 222, Type A)	700	LF	$25.00	$17,500
	2301	Concrete Valley Gutter, W=18" (MAG Std Dtl 240)	700	LF	$30.00	$21,000
					Sub-Total	**$46,100**
	Signing and Pavement Marking					
	3000	Miscellaneous Signing Work	1	LS	$ 4,000.00	$4,000
	3107	24" White Thermoplastic Traffic Stripe	220	LF	$ 25.00	$5,500
	3200	Miscellaneous Striping Work (Arrows Etc.)	1	LS	$ 2,000.00	$2,000
					Sub-Total	**$11,500**
	Signals					
	6000	Metered Service Pedestal w/Foundation (Tesco Cat. No. 26-000)	1	EA	$18,000.00	$18,000.00
	6001	Control Cabinet (RS 77) w/Controller and Foundation (Econolite Cobalt TS-2, Type 1)	1	EA	$100,000.00	$100,000.00
	6002	UPS Battery Backup and Foundation (Tesco Model #22-000BBS)	1	EA	$24,000.00	$24,000.00
	6003	Electrical Conduit (2 inch) (with 1/4 inch Pull Rope) (Trench Installation)	90	LF	$30.00	$2,700.00
	6004	Electrical Conduit (2 1/2 inch) (with 1/4 inch Pull Rope) (Trench Installation)	50	LF	$35.00	$1,750.00
	6005	Electrical Conduit (2-3 inch) (with 1/4 inch Pull Rope) (Trench Installation)	100	LF	$40.00	$4,000.00
	6006	Electrical Conduit (2-3 inch) (with 1/4 inch Pull Rope) (Bore Installation)	400	LF	$85.00	$34,000.00
	6007	Pull Box (No. 7 w/Extensions)	1	EA	$1,800.00	$1,800.00
	6008	Pull Box (No. 7)	3	EA	$1,000.00	$3,000.00
	6009	Pull Box (No. 9, Vault)	1	EA	$12,000.00	$12,000.00
	6010	Traffic Signal Face (Type F, LED)	7	EA	$1,600.00	$11,200.00
	6011	Traffic Signal Face (Type R, LED)	4	EA	$1,600.00	$6,400.00
	6012	Traffic Signal Face (Type Q, LED)	2	EA	$2,200.00	$4,400.00
	6013	Miscellaneous Traffic Signal Mounting Assemblies	1	LS	$10,000.00	$10,000.00
	6014	Pole Foundation, Type A (16')	1	EA	$4,000.00	$4,000.00
	6015	Pole Foundation, Type Q	2	EA	$20,000.00	$40,000.00
	6016	Pole Foundation, Type R	1	EA	$25,000.00	$25,000.00
	6017	Type A Pole	1	EA	$5,000.00	$5,000.00
	6018	Type Q Pole	2	EA	$22,000.00	$44,000.00
	6019	Type R Pole	1	EA	$30,000.00	$30,000.00
	6020	Luminaire Mast Arm (20')	3	EA	$8,000.00	$24,000.00
	6021	Mast Arm (40')	2	EA	$40,000.00	$80,000.00
	6022	Mast Arm (55')	1	EA	$50,000.00	$50,000.00
	6023	Luminaire (Horizontal Mount) (LED) (GE Evolve)	3	EA	$2,000.00	$6,000.00
	6024	Metro Street Name Sign	3	EA	$2,000.00	$6,000.00
	6025	High Definition Pan/Tilt/Zoom Camera	1	EA	$13,000.00	$13,000.00
	6026	Electrical Conductors	1	LS	$75,000.00	$75,000.00
	6027	Emergency Vehicle Detection System (Tomar)	1	EA	$20,000.00	$20,000.00
	6028	Video Detection System (Econolite Vision)	1	EA	$55,000.00	$55,000.00
					Sub-Total	**$710,250**
					TOTAL	**$1,187,350**

EXHIBIT F

Deer Valley Parkway Improvements

DEER VALLEY PARKWAY

227TH AVENUE

SAME POINT

227TH AVENUE

6.0'
STRIPED MEDIAN

BEARDSLEY PARKWAY

6.0'
STRIPED MEDIAN

SUN VALLEY PARKWAY

TWO 12' LANES IN EACH DIRECTION WITH 6' SEPARATION(STRIPED MEDIAN) AND APPROPRIATE TAPERS

HALF STREET IMPROVEMENTS

FULL STREET IMPROVEMENTS

DEER VALLEY OFFSITE TWO(2) 12' TRAVEL LANES + AASHTO ROADSIDE REQUIREMENTS

EXISTING

N

0 200 400

Horz. 1 in. = 200 ft.

NOT FOR CONSTRUCTION OR RECORDING

WOOD PATEL

Mesquite Mountain Ranch II East

PROPOSED IMPROVEMENTS

DATE	07/18/2025	SCALE	1" = 200	SHEET	1 of 2
JOB NO	NA	DESIGN	MRS	DRAWN	MRS

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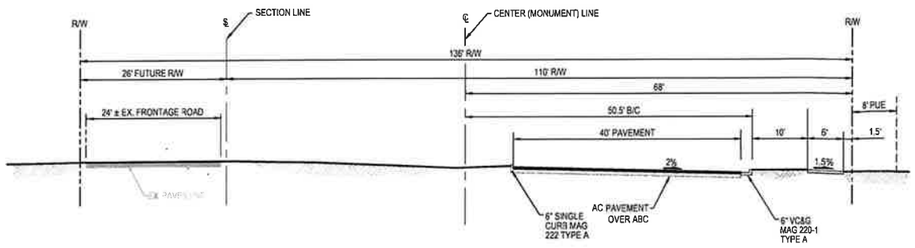
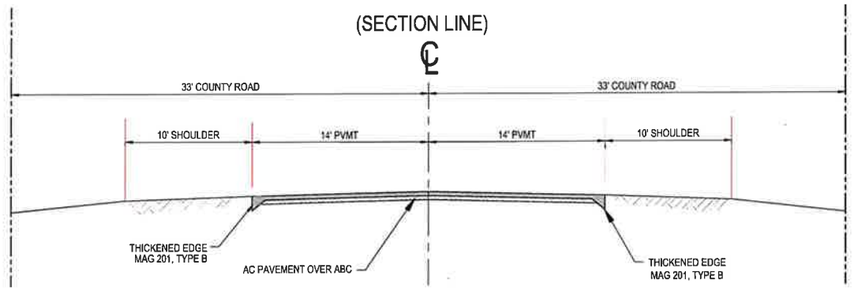


DEER VALLEY PARKWAY

LOOKING EAST
EAST OF 225TH AVENUE
N.T.S.

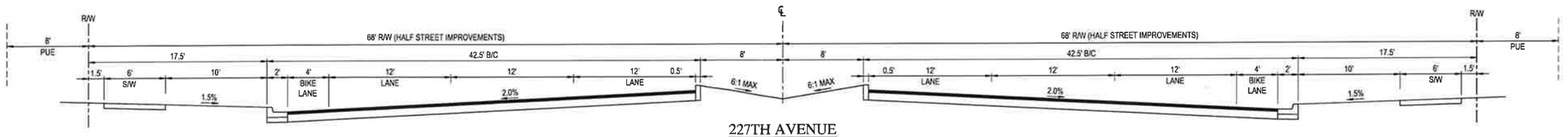


DEER VALLEY ROAD

PROJECT BOUNDARY TO 219TH AVENUE
INTERIM CONDITION
LOOKING EAST
N.T.S.

HALF STREET IMPROVEMENTS

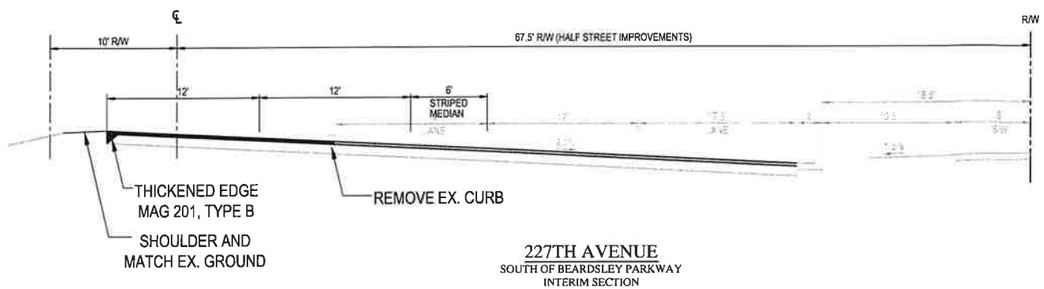
DEER VALLEY OFFSITE 28'



227TH AVENUE

FACING NORTH
MAJOR ARTERIAL STREET
NTS

FULL STREET IMPROVEMENTS



227TH AVENUE

SOUTH OF BEARDSLEY PARKWAY
INTERIM SECTION
NTS

12' WIDTH LANE, TAPER, AND 6' GAP

NOT FOR CONSTRUCTION OR RECORDING

WOOD PATEL

Mesquite Mountain Ranch II East

PROPOSED IMPROVEMENTS

DATE	07/18/2025	SCALE	1" = 200	SHEET	2 of 2
JOB NO	NA	DESIGN	MRS	DRAWN	MRS

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CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: February 17, 2026 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:
Consideration and action pertaining to the approval of a Resolution for the Intent to Annex for a portion of the project known as Desert Trails. Case# FS25-0856; Resolution 2026-15.

Motion:
I move to approve/deny Resolution #2026-15.

Background:
Mark Reddie with RVi Planning and Landscape Architecture, representing the property owner, seeks annexation of undeveloped land generally located north of Sun Valley Parkway and East of 219th Avenue for future 211th Avenue roadway dedication. The annexation proposal is for four (4) parcels totaling approximately 10 acres of unincorporated land within Maricopa County zoning district, Rural Zoning District – One Dwelling Unit Per 190,000 sq ft (RU-190). If annexed, the property will assume the similar zoning district of Rural Residential (RR) as outlined in the Land Development Ordinance (LDO). The Resolution for the Intent to Annex directs City Staff to begin the annexation process pursuant to A.R.S. § 9-471.

Objective Analysis:
Positive impacts include adding additional property to the incorporated limits which will generate additional property and potential development fees for the City. Negative impacts could include providing services to approximate 10-acre area where the City did not have to previously serve.

Policy Compliant:
No annexation action is being taken at this time. However, if the City Council moves forward to annex property into the City limits the annexation would be deemed policy compliant by expanding the range of influence of the City.

Financial Impact:
At this time, there are no financial impacts associated with this item. If the City Council moves forward to annex property into the City limits there could be financial impacts to the City to provide services to an area that the City did not provide services in the past. If the area is annexed that could result in future

development fees, sales and property taxes.

Budget Impact:

At this time, there are no budget impacts associated with this item. If the City Council moves forward to annex property into the City limits there could be minor budget impacts to the City to provide services to an area that the City did not provide services in the past. If the area is annexed that could result in future development fees, sales and property taxes.

FTE Impact:

At this time, there would be no additional FTEs associated with this item. If the City Council moves forward to annex property into the City limits staff does not believe any future FTEs would be needed based on the potential annexation.

ATTACHMENTS:

1. 01-FS25-0856 Desert Trails Intent to Annex - Draft Resolution
2. 02-FS25-0856 Desert Trails - Intent to Annex - Legal Description
3. 03-FS25-0856 Desert Trails Intent to Annex - Vicinity Map
4. FS25-0856 Desert Trails Intent to Annex - Presentation

RESOLUTION # 2026-15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DIRECTING THE RECORDING OF A BLANK PETITION FOR ANNEXATION PURSUANT TO A.R.S. § 9-471, PERTAINING TO CERTAIN PROPERTY THAT ADJOINS AND IS CONTIGUOUS TO THE CITY OF SURPRISE CONSISTING OF APPROXIMATELY 10 ACRES GENERALLY LOCATED NORTH OF SUN VALLEY PARKWAY, EAST OF 219th AVENUE, AND IS CONSISTENT WITH FUTURE 211th AVENUE ROADWAY ALIGNMENT, IN MARICOPA COUNTY, ARIZONA.

WHEREAS, it has been proposed that the City of Surprise, Arizona (the "City"), annex certain property within a portion of the East Half of Section 13 and the Northeast Quarter of Section 24, Township 4 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described in the attached ***Exhibit A***;

WHEREAS, the area to be annexed adjoins the exterior boundary of the City for at least 300 feet and is otherwise contiguous to the City, as required by A.R.S. § 9-471(H); and

WHEREAS, A.R.S. § 9-471(A)(1) requires that the City file, in the Office of the Maricopa County Recorder, a blank petition setting forth the legal description, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***.

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

Section 1. The City Clerk shall record with the Office of the Maricopa County Recorder a blank annexation petition containing the legal description of the property, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***. The City Clerk shall also record a sworn affidavit verifying that no part of the territory proposed to be annexed is already subject to an earlier filing for annexation.

Section 2. The City Clerk shall call a public hearing for the purpose of consideration of the proposed annexation, said hearing to be noticed for a date between twenty (20) to thirty (30) days after filing the blank annexation petition, in accordance with A.R.S. § 9-471(A)(3).

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

APPROVED AND ADOPTED this _____ day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Jeffrey Murray, City Attorney

EXHIBIT A

December 1, 2025

LEGAL DESCRIPTION FOR
DESERT TRAILS
EASTERLY 55 FEET

That part of the East Half of Section 13 and the Northeast Quarter of Section 24, Township 4 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Brass Cap marking the Northeast Corner of said Section 13, from which the 1/2" rebar marking the East Quarter Corner of said Section 13 bears South 00°23'17" West, a distance of 2636.94';

Thence South 00°23'17" West, along the East line of the Northeast Quarter of said Section 13, a distance of 2,636.94 feet to the East Quarter Corner of said Section 13;

Thence South 00°39'28" West, along the East line of the Southeast Quarter of said Section 13, a distance of 2,641.39 feet to the Southeast Corner of said Section 13;

Thence South 00°22'03" West, along the East line of the Northeast Quarter of said Section 24, a distance of 2,636.07 feet to the East Quarter Corner of said Section 24;

Thence North 89°44'27" West, departing said East line and along the South line of said Northeast Quarter, a distance of 55.00 feet to a point on a line which is parallel with and 55.00 feet Westerly, from said East line;

Thence North 00°22'03" East, along said parallel line, a distance of 2,636.13 feet to a point on the South line of the Southeast Quarter of said Section 24 which is parallel with and 55.00 feet Westerly, from the East line of said Southeast Quarter;

Thence North 00°39'28" East, along said parallel line, a distance of 2,641.37 feet to a point on the Southerly line of the Northeast Quarter of said Section 13 which is parallel with and 55.00 feet Westerly, from the East line of said Northeast Quarter;

Thence North 00°23'17" East, along said parallel line, a distance of 2,636.97 feet to a point on the North line of said Northeast Quarter;

Thence South 89°40'12" East, along said North line, a distance of 55.00 feet to the Point of Beginning.

Containing 435,291 Square Feet or 9.993 Acres, more or less.

4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CVL CONSULTANTS

EXHIBIT A

DESERT TRAILS
EASTERLY 55 FEET

BOUNDARY

S0023'17.2318" W 2,636.94

S0039'27.9533" W 2,641.39

S0022'03.2475" W 2,636.07

N8944'26.5337" W 55.00

N0022'03.2475" E 2,636.13

N0039'27.9533" E 2,641.37

N0023'17.2318" E 2,636.97

S8940'12.2959" E 55.00

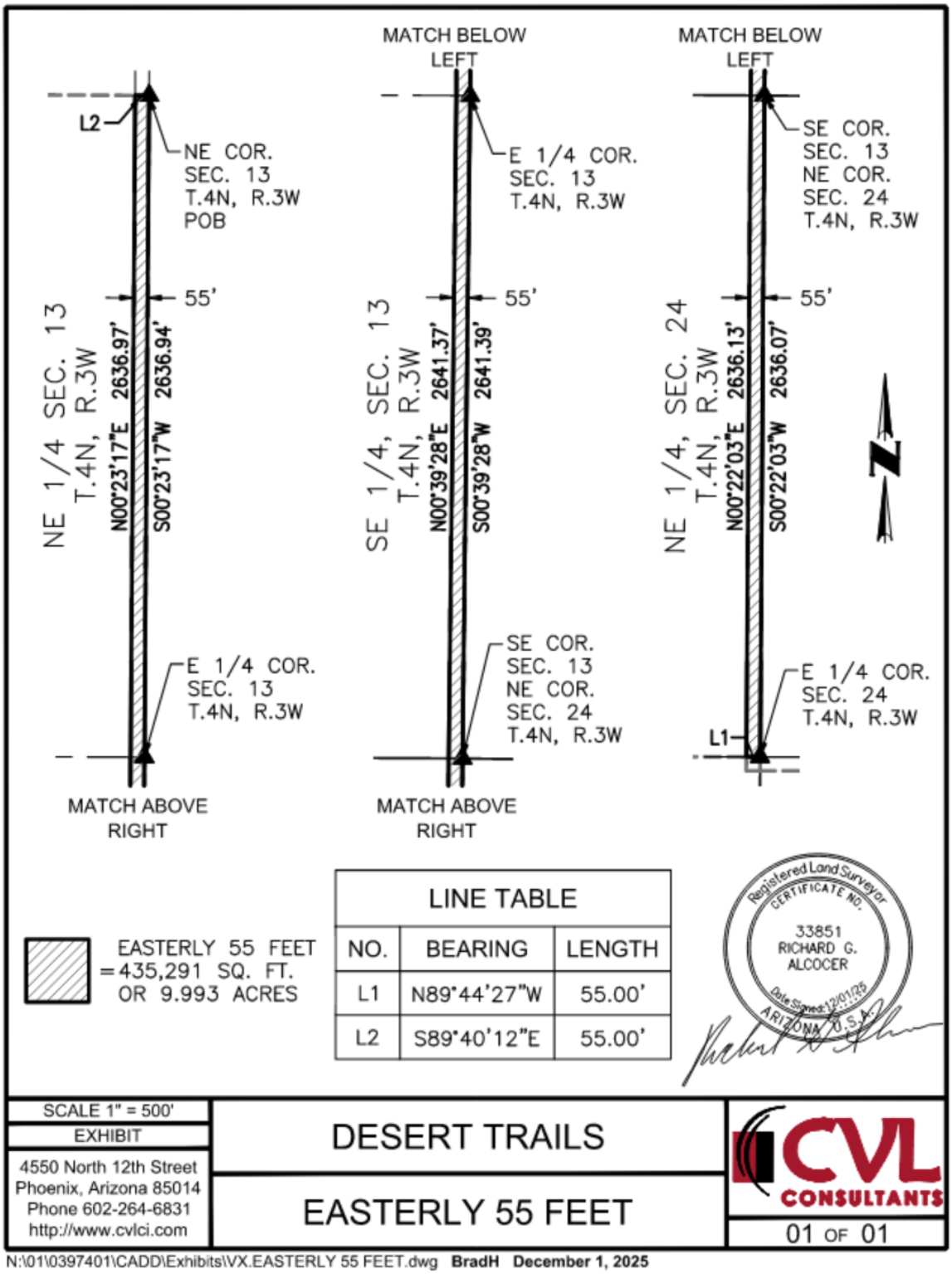
Area = 435,291 9.993 AC

Closing course: 180°15'08.4910" 0.002005

Misclosure: 1/1,000,000+

North Error: 0.002005
East Error: 0.000009

EXHIBIT B



N:\01\0397401\CADD\Exhibits\VX.EASTERLY 55 FEET.dwg **BradH December 1, 2025**

Resolution # 2026-15
Revised 1/22/2025
RFLS # 10446

December 1, 2025

LEGAL DESCRIPTION FOR
DESERT TRAILS
EASTERLY 55 FEET

That part of the East Half of Section 13 and the Northeast Quarter of Section 24, Township 4 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Maricopa County Brass Cap marking the Northeast Corner of said Section 13, from which the 1/2" rebar marking the East Quarter Corner of said Section 13 bears South 00°23'17" West, a distance of 2636.94';

Thence South 00°23'17" West, along the East line of the Northeast Quarter of said Section 13, a distance of 2,636.94 feet to the East Quarter Corner of said Section 13;

Thence South 00°39'28" West, along the East line of the Southeast Quarter of said Section 13, a distance of 2,641.39 feet to the Southeast Corner of said Section 13;

Thence South 00°22'03" West, along the East line of the Northeast Quarter of said Section 24, a distance of 2,636.07 feet to the East Quarter Corner of said Section 24;

Thence North 89°44'27" West, departing said East line and along the South line of said Northeast Quarter, a distance of 55.00 feet to a point on a line which is parallel with and 55.00 feet Westerly, from said East line;

Thence North 00°22'03" East, along said parallel line, a distance of 2,636.13 feet to a point on the South line of the Southeast Quarter of said Section 24 which is parallel with and 55.00 feet Westerly, from the East line of said Southeast Quarter;

Thence North 00°39'28" East, along said parallel line, a distance of 2,641.37 feet to a point on the Southerly line of the Northeast Quarter of said Section 13 which is parallel with and 55.00 feet Westerly, from the East line of said Northeast Quarter;

Thence North 00°23'17" East, along said parallel line, a distance of 2,636.97 feet to a point on the North line of said Northeast Quarter;

Thence South 89°40'12" East, along said North line, a distance of 55.00 feet to the Point of Beginning.

Containing 435,291 Square Feet or 9.993 Acres, more or less.

4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CVL CONSULTANTS

DESERT TRAILS
EASTERLY 55 FEET

BOUNDARY

S0023'17.2318" W 2,636.94

S0039'27.9533" W 2,641.39

S0022'03.2475" W 2,636.07

N8944'26.5337" W 55.00

N0022'03.2475" E 2,636.13

N0039'27.9533" E 2,641.37

N0023'17.2318" E 2,636.97

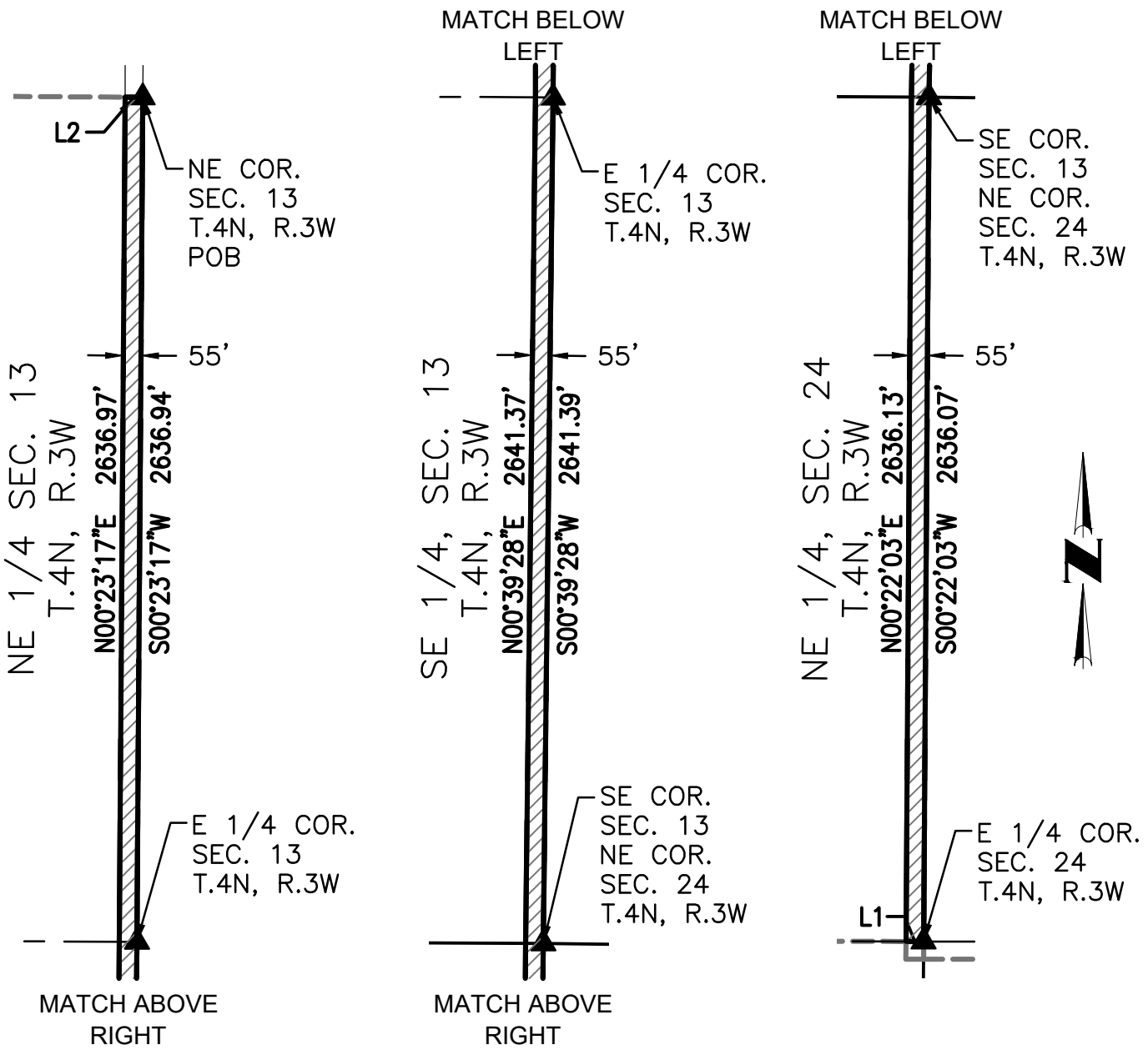
S8940'12.2959" E 55.00

Area = 435,291 9.993 AC

Closing course: 180°15'08.4910" 0.002005

Misclosure: 1/1,000,000+

North Error: 0.002005
East Error: 0.000009



EASTERLY 55 FEET
= 435,291 SQ. FT.
OR 9.993 ACRES

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°44'27"W	55.00'
L2	S89°40'12"E	55.00'

Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed: 12/01/25
ARIZONA U.S.A.

SCALE 1" = 500'

EXHIBIT

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

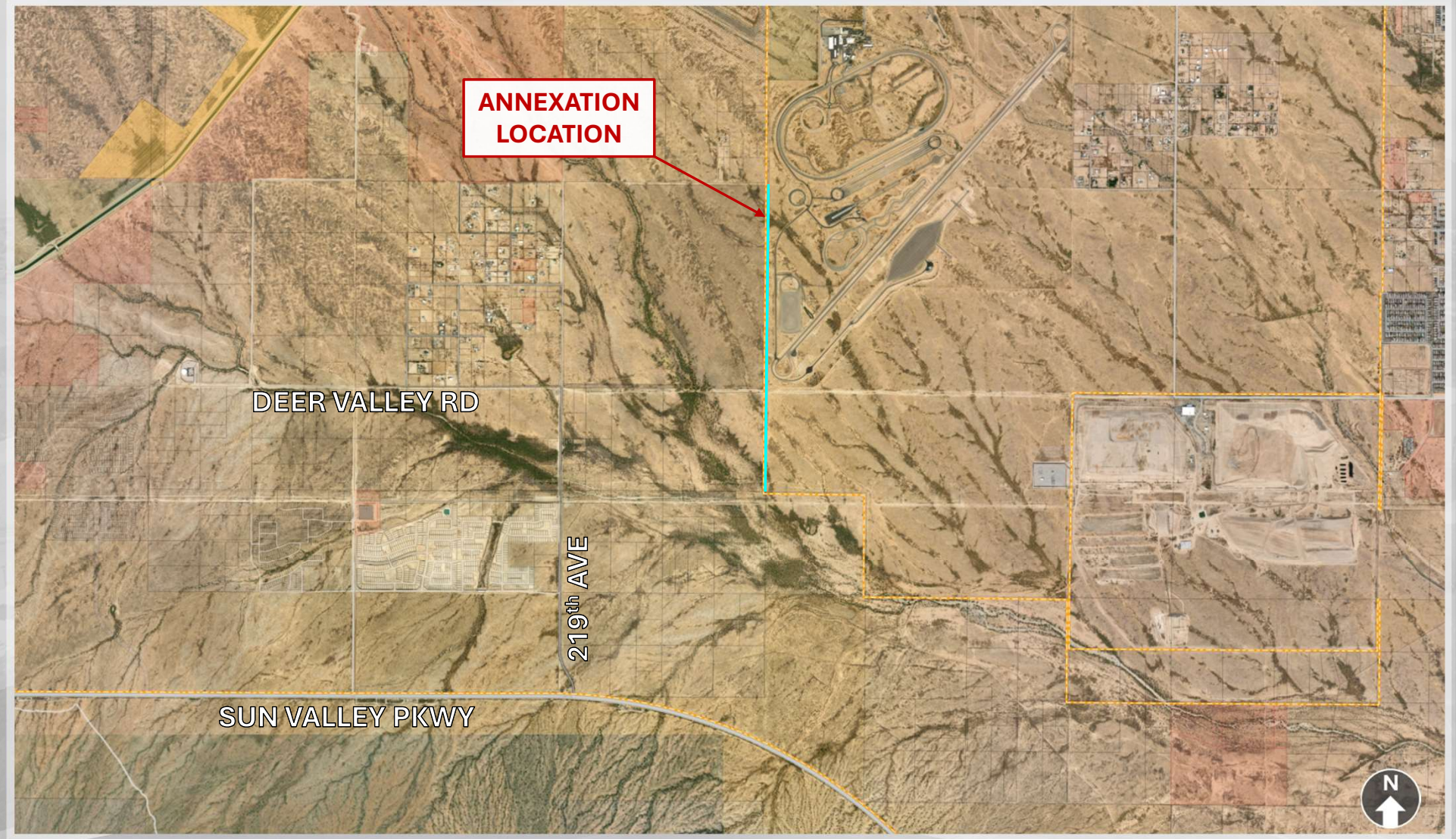
DESERT TRAILS

EASTERLY 55 FEET

CVL CONSULTANTS

01 OF 01

N:\01\0397401\CADD\Exhibits\VX.EASTERLY 55 FEET.dwg **BradH December 1, 2025**



FS25-0856 VICINITY MAP

FS25-0856

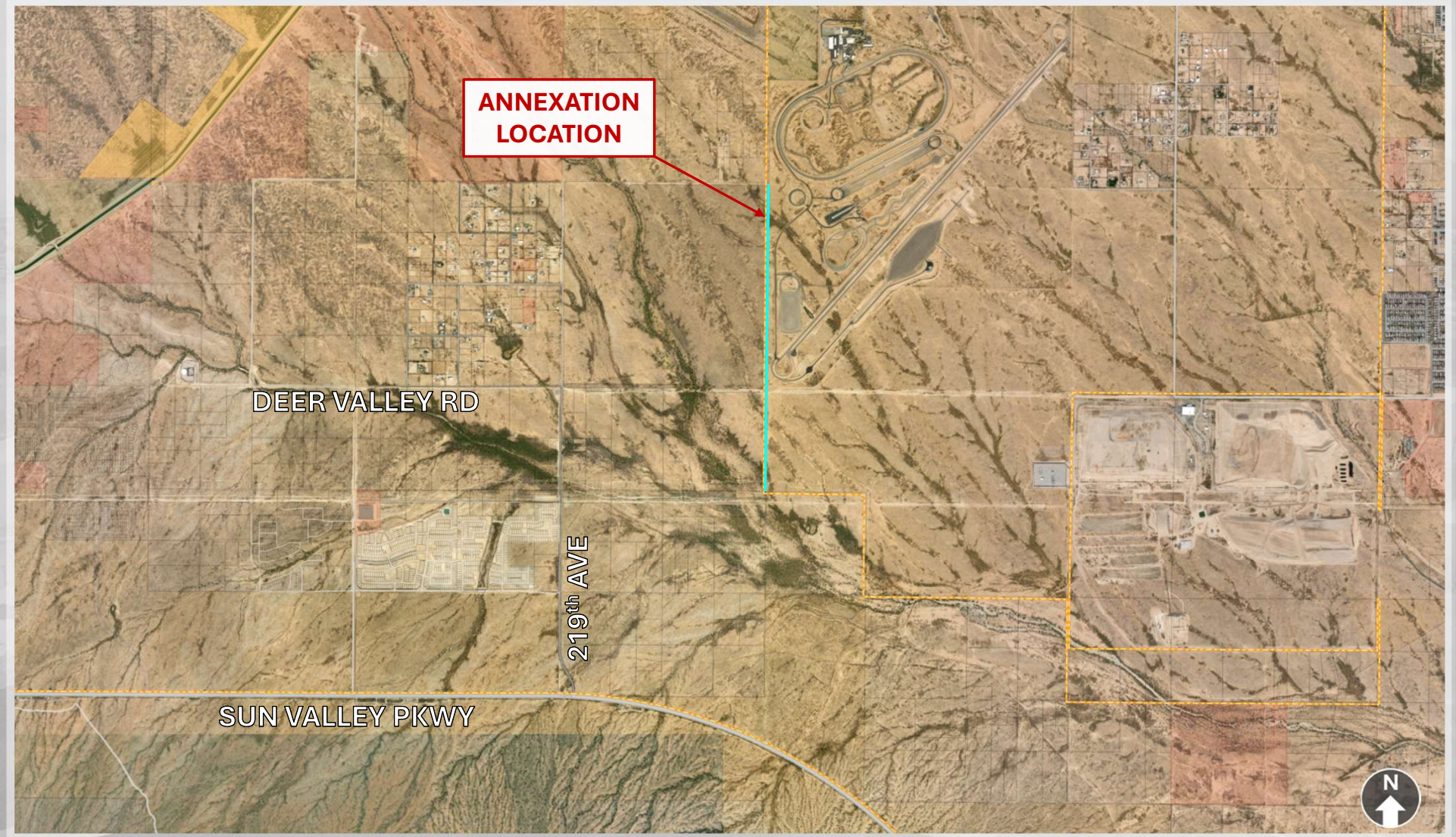
Desert Trails

Annexation

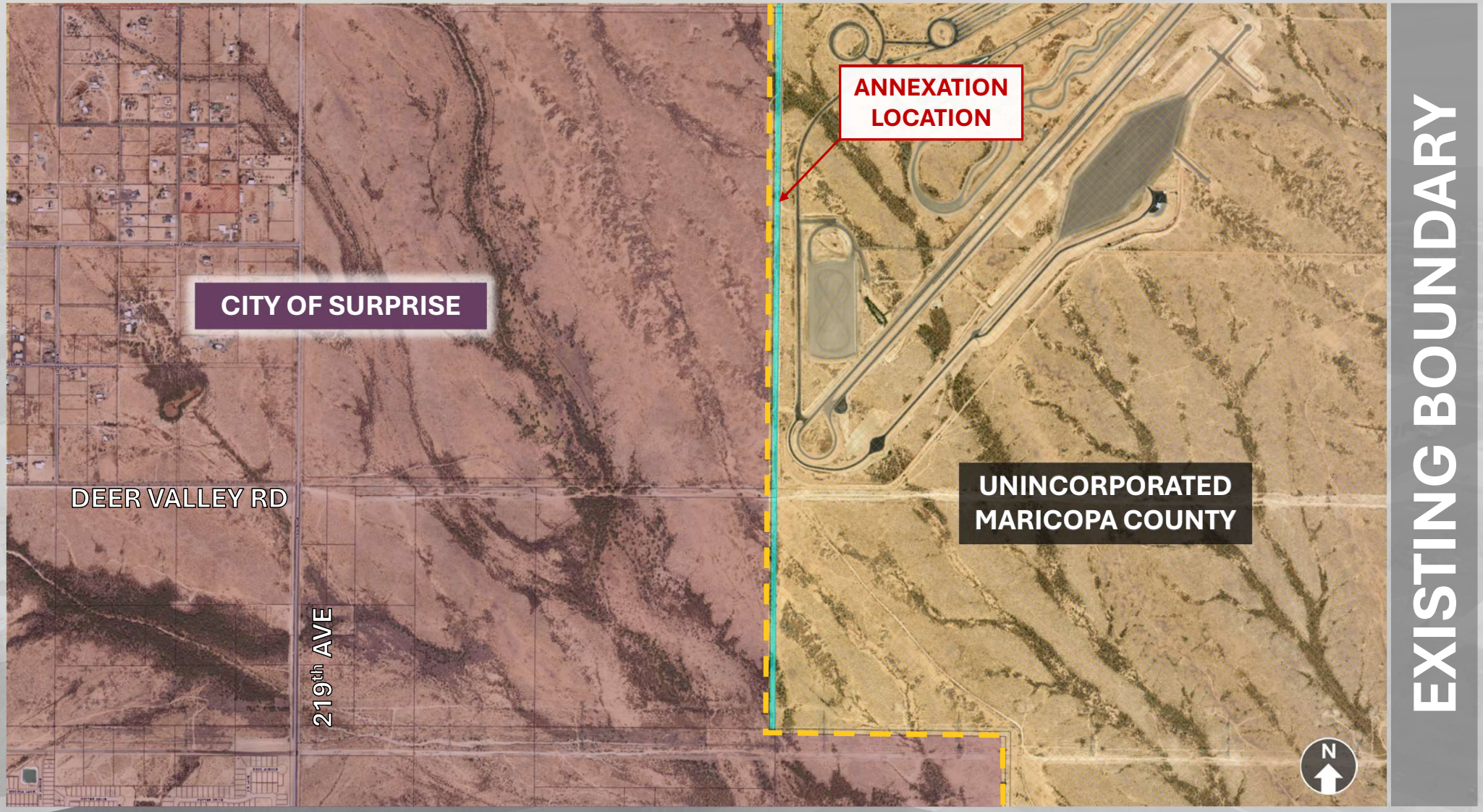
City Council

February 17, 2025

SURPRISE
ARIZONA



FS25-0856 VICINITY MAP


ANNEXATION LOCATION
CITY OF SURPRISE
UNINCORPORATED MARICOPA COUNTY
DEER VALLEY RD
219th AVE
N
EXISTING BOUNDARY

ANNEXATION LOCATION
CITY OF SURPRISE
UNINCORPORATED MARICOPA COUNTY
DEER VALLEY RD
219th AVE
N
PROPOSED BOUNDARY

Annexation Steps

- **Resolution for the intent to Annex**
  - Approve Resolution for Blank Petition
  - City Council meeting – February 17, 2026 ← **TONIGHT**
- **File Blank Petition**
  - Begin 30-day waiting period
  - Reach out to County Assessor and Department of Revenue
  - Petition to be filed
- **Public Hearing**
  - City Council holds public hearing to discuss the annexation
- **Obtain signatures on annexation petitions**
  - Applicant has 1 year to complete petition
  - City Council adopts annexation ordinance

Questions or Comments?

Thank you

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: February 17, 2026
Contact Person: Kendra Pettis, DIR - SPORTS/TOURISM
Submitting Department: Sports, Entertainment, and Culture
District: Citywide
Staff Recommendations: None

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

Agenda Wording:
Consideration and action pertaining to the approval of a Fiscal Year 2026 budget amendment moving budget in the amount of $100,000 from General Contingency to the Tourism Fund, project N59130, for the Big 12 Baseball Championships; Resolution #2026-25.

Motion:
I move to approve Resolution #2026-25.

Background:
Pursuant to the FY2026 City of Surprise Comprehensive Financial Management Policies ("Policy"), adopted by Council Resolution #2025-47 on May 20, 2025, the City currently imposes a four and fifty-two hundredths percent (4.52%) transaction privilege tax on transient lodging, of which one percent (1.00%) is recorded in the General Fund and the remaining three and fifty-two hundredths percent (3.52%) is recorded in the City's Tourism Fund to be used for promoting tourism.

Of the amount recorded in the Tourism Fund, the Mayor and Council designated that seventy-five percent (75%) be spent for sports tourism facility development and improvement, while twenty-five percent (25%) be spent on marketing, studies and special events.

On December 3, 2019, the Mayor and Council adopted a "Strategic Plan" seeking to attract visitors to the City with new and enhanced event and entertainment opportunities.

On January 5, 2026, pursuant to the Policy and the Strategic Plan, the Tourism Fund Sub-committee recommended to approve the allocation of tourism funds not to exceed $100,000 in FY26 to support the NCAA Big 12 Conference Baseball Championship to be hosted in Surprise for up to 3 years (FY26-FY28).

The Big 12 Championship is a 5 day, single-elimination tournament showcasing the top 12 baseball programs from the conference where the winner will earn an automatic berth in the NCAA Tournament. The event will be a partnership with the Big 12 Conference, REV Entertainment and the City and

provides an opportunity to showcase Surprise on a national stage, drive tourism-related economic activity and build a foundation for future collegiate and professional events.

Objective Analysis:

The objective of establishing a budget in FY26 is to have the ability to use the Tourism Fund to reimburse facility use fees and event marketing.

Policy Compliant:

This item is compliant with City and Council Policy.

Financial Impact:

Approval of the resolution will allow the City to reimburse facility use fees and event marketing up to $100,000.

Budget Impact:

This action requires a movement of budget authority in the amount of $100,000 from general contingency to the Tourism Fund, project N59130, to cover projected expenditures. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2026-25 Big 12 Budget Amendment
2. Big 12 Tourism Fund Request_February 17 2026_Final

RESOLUTION # 2026-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2026 BUDGET BY REALLOCATING APPROPRIATIONS IN THE AMOUNT OF $100,000 FROM GENERAL CONTINGENCY TO THE TOURISM FUND, PROJECT N59130, FOR THE NCAA BIG 12 CONFERENCE BASEBALL CHAMPIONSHIP.

WHEREAS, the FY2026 City of Surprise Comprehensive Financial Management Policies ("Policy"), were adopted by Council Resolution #2025-47 on May 20, 2025;

WHEREAS, pursuant to the Policy, the City currently imposes a four and fifty-two hundredths percent (4.52%) transaction privilege tax on transient lodging, of which one percent (1.00%) is recorded in the General Fund and the remaining three and fifty-two hundredths percent (3.52%) is recorded in the City's Tourism Fund to be used for promoting tourism;

WHEREAS, of the amount recorded in the Tourism Fund, the Mayor and Council designated that seventy-five percent (75%) be spent for sports tourism facility development and improvement, while twenty-five percent (25%) be spent on marketing, studies and special events;

WHEREAS, on June 17, 2025, the Mayor and Council adopted a "Strategic Plan" seeking to make Surprise a premier destination for leisure and sports tourism;

WHEREAS, on January 5, 2026, pursuant to the Policy and the Strategic Plan Strategies 3.2, 3.3 and 3.5, the Tourism Fund Sub-committee recommended to approve the allocation of tourism funds not to exceed $100,000 in FY26 to support the NCAA Big 12 Conference Baseball Championship to be hosted in Surprise for up to 3 years (FY26-FY28);

WHEREAS, the FY2026 budget was adopted by Council Resolution #2025-71 on June 3, 2025;

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, 2025, through June 30, 2026.

APPROVED AND ADOPTED this _____day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Jeffrey Murray, City Attorney

RESOLUTION # 2026-XXX
Exhibit A

1. Appropriation- The allocations below represent a reallocation of appropriations in the amount of $100,000 from General Contingency to Project N59130 within the Tourism Fund to establish a budget for the 2026 NCAA Big 12 Conference Baseball Championship. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Contingency	General Operations	Contingency	E	86,440,800	(100,000)	86,340,800
Tourism	Sports, Entertainment, and Culture	#N59130 NCAA Big 12 Baseball Championship	E	-	100,000	100,000
			Expense Total	**86,440,800**	**-**	**86,440,800**

BIG 12 CONFERENCE BASEBALL CHAMPIONSHIP TOURISM FUND REQUEST

City Council Meeting
February 17, 2026

SURPRISE
ARIZONA

Background

- The Big 12 Championship is a 5 day, single-elimination tournament showcasing the top 12 baseball programs from the conference
- The winner will earn an automatic berth in the NCAA Tournament
- The event will be a partnership with the Big 12 Conference, REV Entertainment and the City
- Opportunity to showcase Surprise on a national stage, drive tourism-related economic activity and build a foundation for future collegiate & professional events

SURPRISE
ARIZONA

Event Partnership Alignment

COUNCIL STRATEGIC PLAN

- **Strategy 3.2**
  - Provide premier facilities, expanding recreation and sports tourism programming to meet forecasted usage demands

- **Strategy 3.3**
  - Cultivate an environment for residents and visitors to enjoy arts, culture, and entertainment within the city of Surprise

- **Strategy 3.5**
  - Identify opportunities for public-private partnerships to continually improve the quality of life for Surprise residents

Event Partnership Alignment

TOURISM STRATEGIC PLAN

- **Focus Area 1: Events and Entertainment**
  - Utilize the Tourism Fund to attract professional event partners
  - Work with third parties to add event and entertainment opportunities to build and promote year-round tourism activity
  - Increase tourism related room nights

- **Focus Area 2: Marketing**
  - Increase strategic collaboration with key partners to expand our ability to identify and target demographics for tourism.

Support for Strategic Goals

- **Estimated Attendance:**
  - 40,000 attendees across the 5-day tournament, estimated that 50% will be outside of PHX Metro area
- **Estimated Hotel Nights:**
  - 3,500 (12 teams, coaches, officials, family, fans)
- **Estimated Economic Impact:**
  - $3.5 Million

SURPRISE
ARIZONA

Support for Strategic Goals

- **Marketing/Media Exposure:**
  - National coverage on ESPN platforms, Big 12 Conference will also execute a comprehensive marketing campaign with regional and national reach, over 1 Million combined followers on social accounts
- **Community Impact:**
  - Big 12 will engage local baseball/youth programs, offer military discounts, outreach to Luke Air Force Base, local businesses will benefit from increased visitor traffic

SURPRISE
ARIZONA

Tourism Fund Guidelines

Category 1: Surprise Hotel Nights Generated	
100-300 room nights	Up to $2500
301-599 room nights	Up to $5000
600+ room nights	$5000+
Category 2: Attendance	
1,000-3,000	Up to $2500
3,001-5,000	Up to $5000
5,000+	$5000+
Category 3: Event Days	
1 day	Up to $2500
2 days	Up to $5000
3 days	$5000+
Category 4: Seasonality (bonus for events between May-September)	
1 day	Up to $2500
2 days	Up to $5000
3 days	$5000+
Category 5: Operating Budget	
Based off of submitted budget	Up to 50% of total projected expenditure budget

- Subcommittee and Council approved reimbursement categories and guidelines for Tourism Fund requests

Tourism Fund Request – Reimbursement

- **Category 1 (Hotel Nights)**
  - $2,500 for every 100 Surprise hotel room nights verified (maximum of $25,000)
- **Category 2 (Attendance):**
  - $2,500 for every 2,000 in total attendance verified (maximum of $25,000)
- **Category 3 (Event Days):**
  - $2,500 for each event day (5 days total = $12,500)
- **Category 4 (Seasonality – events between May-September):**
  - $2,500 for each event day (5 days total = $12,500)
- **Category 5 (Operational Costs)**
  - $25,000 in operational support (marketing, facility rental costs, etc.)

Tourism Fund Request – Reimbursement

- Not to exceed $100,000 total in each fiscal year (available for 3 years maximum if tournament returns to Surprise, FY26-FY28)

- Can be used to reimburse:
  - Facility Use Fees
  - Event Marketing (must include “Surprise, Arizona” in any form of marketing to be considered for reimbursements)

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA

CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: February 17, 2026

Contact Person: Brad Mecham, Director of Strategic Initiatives

Submitting Department: City Manager Office

District: District 1

Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to the approval of a Cell Tower Lease Agreement at the Section 10 Pocket Park, Resolution #2026-18.

Motion:

I move to approve Resolution #2026-18.

Background:

The City owns property at 24303 N. 183rd Avenue as Assessors Parcel Number (APN) 503-73-760 know as the Section 10 Pocket Park.

To help facilitate wireless cellular coverage, the City has worked with SBA Communications Corporation to propose a site for a new 65' monopole tower that will facilitate multiple locations. The proposed tower is located toward the southwest corner of the park.

The initial lease term is for ten (10) years with the option to renew for three (3) additional five (5) year terms for a potential total of 25 years.

The initial lease rate is $2,000 with an annual rate increase of three percent (3%).

Objective Analysis:

This item has been placed on the agenda for review and approval.

Policy Compliant:

This item is compliant with City Council policies and the City of Surprise Municipal Code.

Financial Impact:

Once tower construction is completed, the City will receive $2,000 per month for one provider, $2,400 per month for two providers, or $2,800 per month for 3+ providers per year, and subject to an increase of 3% each subsequent year for the duration of the lease. Construction is estimated to begin in FY2027 and could take up to one year to construct.

Budget Impact:

There is no budget impact for FY2026. Future budgets will include revenue for this cell tower lease in accordance with the agreement.

FTE Impact:

There is no impact on current staffing levels.

ATTACHMENTS:

1. SBA Towers Resolution - 183rd Ave
2. SBA - Pocket Park - Cell Tower Lease Agreement - 2026
3. Section 10 Pocket Park

RESOLUTION # 2026-18

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A LEASE AGREEMENT FOR A CELL TOWER SITE BETWEEN THE CITY OF SURPRISE AND SBA TOWERS X, LLC.

WHEREAS, SBA Towers X, LLC ("SBA"), constructs, maintains, and operates wireless communications towers ("Cell Tower") within the State of Arizona and offers its towers to telecommunications providers to locate wireless communications facilities upon its towers;

WHEREAS, the City owns real property located at 24303 N. 183rd Ave., Surprise, Arizona 85387, identified as Parcel No. 503-73-760 in Maricopa County recording system commonly known as Section 10 Pocket Park ("Property)**;**

WHEREAS, SBA desires to lease a portion of the Property to erect a Cell Tower, and to offer its Cell Tower to telecommunications providers to install, maintain, and operate certain wireless facilities;

WHEREAS, the City desires to lease a portion of the Property to SBA for SBA to construct, operate, and maintain a Cell Tower to expand wireless telecommunications coverage within the City; and

WHEREAS, the Mayor and City Council of the City of Surprise find that entering into a ground lease for the purposes set forth herein and as set forth in the attached **Exhibit A**, is in the best interest of the City.

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

Section 1. The City of Surprise hereby agrees to enter into a Lease Agreement between the City and SBA Towers X, LLC, which is attached hereto as **Exhibit A**.

Section 2. The Mayor, or his designee, is authorized on behalf of the City of Surprise to execute **Exhibit A**, and any other documents related to **Exhibit A**, if any, necessary to carry out the purposes and intent of this Resolution.

SIGNATURES ON THE FOLLOWING PAGE.

APPROVED AND ADOPTED this _____day of _____, 2026.

Kevin D. Sartor, Mayor

Attest:

Kristi Passarelli, City Clerk

Approved as to form:

Jeffrey Murray, City Attorney

EXHIBIT A

THE CITY OF SURPRISE, ARIZONA
16000 North Civic Center Plaza, Surprise, AZ 85374

CELL TOWER LEASE AGREEMENT
(Agreement Number AZ92090-S)

Site Name: Surprise City 2

This Cell Tower Lease Agreement ("Agreement") is entered into by and between the City of Surprise, an Arizona municipal corporation (the "City"), and SBA Towers X, LLC, a Delaware limited liability company ("Lessee"). The City and Lessee may each be referred to herein as a "Party," or, collectively, the "Parties."

RECITALS

WHEREAS, the City owns real property located at 24303 N. 183rd Avenue, Surprise, AZ 85387, identified as Parcel No. 503-73-760 in the Maricopa County recording system ("Property");

WHEREAS, the City desires to expand wireless telecommunications coverages to its citizens, residents and the traveling public for the purposes of public safety, economic development, and general coverage of and access to wireless services;

WHEREAS, Lessee wishes to lease a portion of the Property for the purpose of erecting a tower and installing, maintaining, and operating certain wireless facilities; and

WHEREAS, the City is willing to lease a portion of the Property to Lessee subject to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and other good and valuable consideration the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. LEASE

1.1. Leased Area. The City hereby grants to Lessee a lease of a portion of the Property, as further described in **Exhibit A** ("Leased Area"), herein incorporated by this reference, together with non-exclusive easements for the term of this Agreement for (a) ingress and egress across other portions of the Property for access to the Leased Area, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), (b) parking and staging of vehicles, machinery and materials while work at the Leased Area is in progress, and (c) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under or along the Property (collectively, the "Easements"), the location of said Easements also being described in **Exhibit A**, herein incorporated by this reference, for the sole purpose of the Permitted Use (as defined in Section 1.2). The Leased Area and Easements include only the area identified in Exhibit A, and does not include any surrounding area or properties. There shall be no unilateral replacements of Exhibit A. Any changes to Exhibit A shall be made through a formal written amendment to this Agreement.

1.2. Permitted Use. The Leased Area may be used by Lessee to construct, support, operate, repair, replace and upgrade wireless communications facilities, including communications towers or poles, fixtures, antennas, dishes, fiber, backhaul, hand holes, radios, batteries or any other energy storage equipment, cabinets, prefabricated buildings, fences, posts, power connections that are necessary at Lessee's discretion and related equipment, cables, accessories, and other improvements (collectively, the "Facilities"), for the sole purpose of the lawful transmission and reception of communication signals in frequencies authorized by applicable government authorities "Permitted Use" .

2. TERM; DUE DILIGENCE; COMMENCEMENT; TERMINATION; AMENDMENTS; ASSIGNMENT; RELOCATION

2.1. Term; Renewal. This Agreement is effective upon the date the last Party signs this Agreement ("Effective Date"). The initial term of this Agreement shall be for ten (10) years, unless terminated sooner according to the terms of this Agreement, beginning on the first day of the month following Lessee's Commencement of Construction, as defined below in Section 2.4. "Term" shall include the initial term and any renewed term of this Agreement. This Agreement shall automatically renew for three (3) additional five (5) year Terms unless Lessee delivers notice to the City not to renew at least thirty (30) days prior to the expiration of the then current Term.

2.2. Due Diligence. Subject to Section 2.3, Lessee and its agents, employees and independent contractors shall have the non-exclusive right and privilege to enter upon the Property to perform, or cause to be performed site inspections, which shall include, but not be limited to, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Area and the Easement. For such purposes, the City shall provide any necessary keys or access codes to the Property if needed for ingress and egress. Lessee shall not unreasonably interfere with the City's use of the Property in conducting these activities. Lessee shall have the right, at its sole cost and expense, to have the Leased Area and the Easements surveyed and to obtain a title commitment for a leasehold title policy covering the Leased Area and the Easements from the title insurance company of its choice. In addition, Lessee will be responsible and liable for personal injury or property damage caused by the acts, omissions, negligence, and/or willful misconduct of Lessee and its officers, agents, employees, sublessees, and/or contractors or subcontractors during such period arising under or related to this Agreement.

2.3. Regulatory Approvals. Lessee shall use commercially reasonable efforts to obtain all regulatory approvals for the Permitted Use, including, without limitation, zoning approval of the Leased Area for the Permitted Use and a building permit for construction of Lessee's Facilities and improvements. The City agrees to cooperate with Lessee with the timely review and/or execution of any documents required to obtain all regulatory approvals.

2.4. Commencement of Construction. Lessee shall commence construction within one year of the Effective Date. "Commencement of Construction" or "Commence Construction" shall mean commencement of any and all preliminary site work (including, without limitation, clearing, grubbing, grading, soil borings, and other site work which qualifies).

2.5. Holdover. If Lessee remains in possession of the Leased Area after the end of the Term, Lessee shall be deemed to be occupying the Leased Area on a month-to-month basis ("Holdover Term"), subject to all terms and conditions of this Agreement. The Holdover Term may be terminated by the City upon thirty (30) days' written notice to Lessee. During the Holdover Term, Lessee shall be subject to one hundred fifty percent (150%) of the Rent due, as described in Section 3. Said Holdover Term fee shall be subject to annual rate increases, as described in section 3.2.

2.6. Termination by the City. The City may immediately terminate this Agreement upon written notice to Lessee for any of the following: (a) for any Default (as defined in Section 11) that has not been cured within the applicable cure period; (b) upon one hundred eighty (180) days' prior written notice to Lessee if the City is prohibited from leasing the Property for the Permitted Use by any new governmental ordinance or regulation; or (c) if the Commencement of Construction is not within one year in accordance with Section 2.4. Notwithstanding Section 2.6(b), City will reasonably

propose an alternate site on a different City-owned property to which Lessee may relocate its Facilities at Lessee's sole cost and expense ("Relocation Site"); provided, however, the City will allow Lessee to install a temporary Cell-on-Wheels ("COW") on the Property so as to prevent any interruption of the communications service provided by Lessee on City's property (said COW shall be removed upon completion of the Relocation Site). The City makes no guarantees that the proposed Relocation Site will be sufficient for the purposes hereunder or that such Relocation Site will not impair or in any manner alter, the quality of communications service provided by Lessee; Lessee has the sole responsibility, and expense, of determining whether the Relocation Site will be sufficient for Lessee's purposes. If Lessee determines that the Relocation Site is not sufficient for their needs, then Lessee's sole remedy shall be to terminate this Agreement. Subject to Section 2.6(b), City shall be prohibited from requiring Lessee to relocate the Leased Area for the first seven (7) years of the initial ten (10) year term.

2.7. Termination by Lessee. Lessee may immediately terminate this Agreement upon written notice to the City for any Default (as defined in Section 11) that has not been cured within the applicable cure period. Lessee may also terminate this Agreement (a) upon thirty (30) days' written notice by Lessee to the City, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other state or federal governmental approval necessary for the construction and/or operation of Lessee's Facilities; or (b) for any reason upon one (1) year's advance written notice from Lessee to the City.

2.8. Conflicts of Interest. Ariz. Rev. Stat. § 38-511 is applicable to this Agreement and this Agreement may be terminated in accordance therewith.

2.9. Amendments. This Agreement may only be amended with the signed, written approval of both parties, except as otherwise described herein.

2.10. Assignment. Lessee may not assign this Agreement without the written approval of the City, except to an affiliate entity of Lessee. Such approval shall not be unreasonably withheld, conditioned or delayed. For purposes of this Agreement, an "affiliate entity of Lessee" shall mean any person or entity which Lessee or its respective partners, directly or indirectly, through one or more intermediaries, controls, is in common control with, or is controlled by.

3. RENT

3.1. Monthly Fee. The City will receive the following amounts as set forth in the rent table below ("Rent"), received from the use of the Facilities or Leased Area by broadband personal communications service provider sublessees (such as AT&T, Verizon, T-Mobile, and Dish) ("Broadband PCS Providers"). For the avoidance of doubt, the rent due upon Commencement of Construction shall be $2,000.

Rent Table:

Broadband PCS Provider #	Monthly Rent Amount
1	$2,000
2	$2,400
3 and subsequent	$2,800

In the event a sublessee uninstalls its equipment from the Facilities, Rent shall be adjusted accordingly (for example, if the first sublessee uninstalls its equipment, the second sublessee shall be deemed the first sublessee for purposes of determining the applicable Rent due to the City). The City shall not be deemed a sublessee for purposes of this Section 3.1.

Rent shall be payable one month in arrears and shall be remitted to the address shown for the City in this Agreement, or such other address as the City may direct by notice of writing to Lessee. Rent shall be prorated for any partial month, based on the number of days in those months. Lessee shall provide City a summary report listing the sublessees on the Facilities with its monthly Rent check.

3.2. Annual Rate Increase. Throughout the Term of this Agreement, the Rent shall be increased annually upon each anniversary of the Commencement of Construction by three percent (3%).

3.3. Taxes. Lessee shall pay all applicable taxes, including, but not limited to, any applicable City transaction privilege tax and all real, leasehold, and personal property taxes assessed on or any portion of such taxes attributable to the Leased Area and Lessee's Facilities. Lessee shall reimburse the City for all tax increases on the Leased Area, including, but not limited to, all taxes levied upon Lessee's Facilities. Notwithstanding the foregoing, Lessee shall only pay said taxes if the City furnishes proof of such assessment, including reasonable supporting documentation, to Lessee within one year of the tax payment due date.

4. SUBLEASES

4.1. Sublease. Lessee may sublease, with notice to the City, all or a portion of the Leased Area to sublessee(s), subject to all terms and conditions of this Agreement and only for the Permitted Use. No sublessee may collocate any sublessee Facilities to the Leased Area without obtaining a permit from the City. Upon request, Lessee shall provide the City with a list of all sublessees of this Agreement, including their names, contact information, locations and collocations of any sublessee Facilities installed.

5. CONDITION; MAINTENANCE; WARRANTIES

5.1. Condition of Leased Area. Lessee is responsible for the study and inspection of the Leased Area and for determining the fitness for use intended by Lessee. The City expressly disclaims all warranties of the Leased Area, including, but not limited to, warranties of merchantability, warranties for fitness for a particular purpose, and absence of hazardous conditions associated with the Leased Area. Lessee accepts the Leased Area in "AS-IS" condition, without representation or warranty of any kind by the City, its officers, officials, agents, or employees, and subject to all laws governing the use of the Leased Area for the purposes stated herein.

5.2. Maintenance. Lessee shall keep and maintain the Leased Area in commercially reasonable and safe condition during the Term, at Lessee's sole expense. The City neither assumes, nor shall it have any responsibility for, the condition of the Leased Area and the City shall not be responsible for the construction, maintenance, upkeep, or repairs necessary to keep the Leased Area safe and serviceable for the intended uses.

5.3. Return of Leased Area. Within sixty (60) days after the end of the Term or termination of this Agreement, Lessee shall return the Leased Area to the same condition that existed prior to the execution of this Agreement, ordinary wear and tear excepted, including, without limitation, removal of all surface and subsurface materials (for subsurface materials, to a depth of six (6) inches); however, Lessee shall leave in place all underground power runs and/or other electrical lines within the Leased Area and the Property. Lessee shall continue to pay Rent until Lessee has made a full physical return of the Leased Area to the City.

5.4. Utilities. Lessee is responsible for obtaining and paying for all utilities related to its use of the Leased Area, including, without limitation, electric service. Lessee is responsible for setting up its own accounts with utility providers for its use of the Leased Area.

5.5. Transfer of Leased Area. The City may abandon, sell, lease, assign, or otherwise legally transfer the Property to a third party without the consent of Lessee. Any transfer of the Property shall be subject to this Agreement. The City shall give Lessee no less than one hundred eighty (180) days' notice of its intent to sell, lease, assign, or otherwise legally transfer the Property.

5.6. Condemnation. In the event the City receives notification of any condemnation proceedings affecting the Leased Area, the City will provide notice of the proceeding to Lessee within forty-eight (48) hours. If a condemning authority takes all of the Leased Area, or a portion thereof that Lessee determines renders the Leased Area unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. In the event only a portion of the Leased Area shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or

quasi-governmental authority or agency with the power of condemnation during the Term of this Agreement, Lessee shall have the option to either: (1) terminate this Agreement; or (2) continue in possession of the property pursuant to the terms of this Agreement with a proportionate reduction in Rent equal to that portion, if any, of the Leased Area so taken, condemned or transferred in lieu of condemnation.

6. IMPROVEMENTS

6.1. Improvements to Leased Area. Lessee or its sublessees shall not make any improvements to the Leased Area, including, but not limited to, erecting a tower on the Leased Area and placement and/or installation of Lessee's and/or any sublessees' Facilities, except as otherwise shown on the Site Plan attached hereto as **Exhibit B** (the "Site Plan").

6.2. Repairs; Replacements. Notwithstanding Section 6.1, Lessee, without the City's prior approval, may make any improvements to the Leased Area, including, but not limited to, installation, construction, maintenance, operation, modification, repair, replacement, upgrade, or removal of the Facilities so long as such improvements do not constitute a Major Modification. A Major Modification is any improvement that meets any of the following criteria: (a) it increases the height of the tower by more than ten percent (10%) or more than ten (10) feet, whichever is greater; (b) it would defeat the concealment elements of the tower; or (c) it entails any deployment outside of the Leased Area. In the event that any improvements constitute a Major Modification, then all such improvements will be depicted in drawings, plans, or specifications ("Major Modification Plan") which will be submitted by Lessee to the City prior to commencing such improvements. The City shall have one hundred and twenty (120) days after receipt of the Major Modification Plan to review and approve such or to request specific revisions. The 120-day clock shall only run when the Major Modification Plan is in the City's possession for review; however, the clock will not run whenever the Major Modification Plan is in the Lessee's possession, including, but not limited to, whenever the Major Modification Plan is back in the Lessee's possession when the City had provided comments for Lessee's review or if the Major Modification Plan is deemed incomplete or inaccurate by the City, in the City's sole discretion. Nothing herein is intended to prevent Lessee from complying with any applicable federal, state, or local law, rule, or regulation. Nothing herein is intended to prevent Lessee from complying with any applicable federal, state, and/or local law, rule, or regulation.

6.3. Permits and Approvals. The zoning processes, building permit processes, and similar regulatory requirements that apply to Lessee's use of the Leased Area are completely separate from the processes set forth in this Agreement. Lessee's satisfaction of any requirement of this Agreement does not substitute for compliance with any other regulatory requirement. Similarly, Lessee's satisfaction of any other regulatory requirement does not substitute for compliance with any requirement of this Agreement. To the extent that regulatory requirements and requirements of this Agreement are the same, compliance with regulatory requirements shall constitute compliance with this Agreement and vice versa.

6.4. City Inspections. Lessee shall order City inspections of any applicable Facilities during and upon completion of installation of the Facilities.

6.5. Construction and Installation Work. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense, in a good and workmanlike manner, and in compliance with all applicable laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, and local authorities.

6.6. Ownership of Facilities. Upon the end of the Term or earlier termination of this Agreement, Lessee shall remove all Facilities within the Leased Area within sixty (60) calendar days, except as otherwise described in this Agreement. Said removal includes, but is not limited to, removal of all surface and subsurface improvements and materials installed by Lessee and its sublessees. The City acknowledges that Lessee's Facilities installed by Lessee shall remain the personal property of Lessee and Lessee may remove the same at any time during the Term. The parties may agree

on a transfer of ownership of any improvements in writing signed by both parties and/or as described in this Agreement.

6.7. Stealth Design. The City may require certain design, construction, and/or paint schemes for any improvements.

6.8 City Facilities. Lessee agrees to accommodate City's communications equipment used exclusively for their municipal communications system at one mutually agreeable elevation on the tower at a rate of one dollar ($1.00) per year so long as tower space, capacity and ground space for any required City ground equipment are available. Prior to installation of any equipment, City agrees to execute an Antenna Site Agreement ("ASA") in a form approved by both parties in writing. City at City's sole cost and expense shall be responsible for the installation of its antennas and equipment on the tower. City shall be entitled to replace their communication equipment with equivalent equipment (similar shape and size and less than or equal to the weight of the equipment to be replaced) at the same elevation and at the same $1.00 per year rent rate upon prior written amendment of the ASA. Any replacement City's initial equipment shall be installed at the sole cost and expense of City.

No City facilities or equipment may interfere with any other tenants collocated on the tower improvements subject to provisions within this Agreement. The City will pay all costs associated with collocating its facilities or other equipment onto the tower, including its respective portion of electric costs and the costs to install and maintain its facilities/equipment.

7. INTERFERENCE

7.1. Interference. "Interference" means any type of interference, whatsoever, including but not limited to: blocking or impeding access to a location or destination/physical interference; electrical interference; mechanical interference; radio frequency (RF) interference; and interference with the use or enjoyment of real property.

7.2. No Interference. All of Lessee's Facilities shall only be used in a lawful manner that will not cause any Interference with: (a) any existing or future public safety communication systems (including, without limitation, fire, police, or other emergencies) ("Public Safety Communications Systems"), or (b) any existing or future City emergency communications systems ("City Communications Systems"). Lessee's use of the Leased Area is subject and subordinate to all Public Safety Communications Systems, City Communication Systems, and any pre-existing activities, work, projects, or other operations by the City ("City Operations") and any Third-Party Facilities (as defined in Section 7.3 below).

7.3. Third-Party Facilities. Lessee shall not operate Lessee's Facilities in any manner that causes Interference with third-party wireless facilities, telecommunications systems, communications equipment, related support structures, and any other related equipment that existed prior to the installation of Lessee's Facilities ("Third-Party Facilities"). If at any time the City receives notice or becomes aware that Lessee's Facilities or improvements are causing any Interference with Third-Party Facilities, Lessee shall immediately remedy such Interference in accordance with Section 7.4.

7.4. Remedy Interference. If it is determined, by the City in its sole and final discretion, that Lessee's Facilities are the cause for any Interference as described in Sections 7.2 or 7.3, Lessee shall: (i) remedy such Interference as soon as possible but no later than five (5) days after determination that such Interference is caused by Lessee's Facilities, or (ii) cease operation of Lessee's Facilities and/or Lessee's use of the Leased Area, except for intermittent testing, until such Interference is eliminated. If Lessee cannot eliminate its Interference within sixty (60) days from Lessee's receipt of notice from the City, the City may take all necessary and reasonable steps, at Lessee's sole cost and expense, to eliminate the Interference, including, but not limited to, shutting off the power to, Lessee's Facilities, Lessee's improvements and/or the Leased Area or City may terminate this Agreement, except for Lessee's obligation to pay rent or any costs due and owing, if any, up to the date of termination.

7.5. No City Liability for Interference. To the extent required by law, the City and its council members, officials, officers, boards, commissions, agents, and employees, shall not be liable to Lessee, any of Lessee's customers/clients, or sublessees or their respective customers/clients, for any Interference with Lessee's Facilities and improvements, or Lessee's use of the Leased Area, except for any Interference arising out of the willful misconduct or gross negligence of City or any of City's council members, officials, officers, boards, commissions, agents, or employees.

7.6. The City's Interference. The City shall not use, nor shall the City permit its lessees, licensees, invitees or agents to use, any portion of the Property in any way which causes Interference with the wireless communications signals from the Facilities, Lessee's operation and quiet enjoyment and exclusive use of the Facilities and Leased Area or access to the Leased Area by Lessee and its employees, and contractors, subject to the pre-existing rights described in paragraphs 7.2 and 7.3 above. Such interference shall be deemed a Default and subject to Sections 11 and 13.2 through 13.6 of this Agreement.

7.7. No Third-Party Beneficiaries. Except as provided herein, none of the provisions of this Agreement shall be for the benefit of, or enforceable by, any third party, including, without limitation, any customers/clients of Lessee or any sublessee or their respective customers/clients. No third party shall obtain any right under any provisions of this Agreement or shall by reason of any such provision make any claim in respect of any debt, liability, or obligation (or otherwise) against any party hereto.

7.8. Non-disruption. Lessee shall not operate the Lessee's Facilities in any manner that: (a) blocks or impedes City from accessing areas of the Property other than the Leased Area and that portion of the Easements used for parking and staging; (b) disrupts the activities of any Third Party Facilities; or (c) disrupts the use or quiet enjoyment of the Property by City for its pre-existing City Operations.

8. ACCESS; SAFETY

8.1. Lessee shall have access to the Leased Area seven (7) days a week, twenty-four (24) hours a day. RF Letter. Lessee shall provide an "RF Letter" confirming its compliance with FCC Radio Frequency 47 CFR §1.1310 and all other applicable radio frequency ("RF") emissions laws and regulations (collectively, the "Guidelines") in effect as of the Effective Date. Lessee shall conduct an initial test for compliance with the Guidelines prior to placing Lessee's Facilities on the Leased Areas before the Lessee's Facilities are activated. Lessee shall perform additional tests upon any significant change in Lessee's Facilities. All such testing shall be performed by a qualified radio engineer. If the tests show noncompliance with applicable Guideline exposure limits in effect, then the noncompliant Lessee's Facilities shall be shut down (except for work necessary to bring it back into compliance) until subsequent tests again show compliance with the Guidelines. The City may, at its expense, perform tests to determine compliance of any Lessee's Facilities with the Guidelines, as amended from time to time.

8.2. Emergency Contact. Lessee shall require its sublessees to post a 24-hour Network Operations Center (NOC) contact number for all Facilities within the Leased Area (at a conspicuous, easily-identifiable, ground-level location) for emergency purposes. The NOC numbers shall be manned 24/7 by qualified individuals for these purposes.

8.3. Signage. Lessee shall not install any signs in the Leased Area other than safety warning signs, signs required by law, or other signs as are requested or approved by the City. Lessee shall bear all costs pertaining to the erection, installation, maintenance, and removal of all signs installed by Lessee.

8.4. City Emergency Access. Subject to Lessee's right to quiet enjoyment and exclusive use of the Facilities and Leased Area as expressed herein, including in Section 7.5 above, the City shall have 24/7 access to the Leased Area for any purpose, including, but not limited to, access by public safety personnel. Except in the event of an emergency, the City shall contact Lessee prior to entering the Leased Area via SBA's notice to proceed ("NTP") portal process. The City agrees to use reasonable care during said access to ensure City does not damage Lessee's Facilities nor any sublessee Facilities.

8.5. Building and Safety Codes. Lessee shall comply with all applicable federal, state, and local laws, rules, and regulations, including all building and safety codes.

8.6. Backup Power Supplies. Subject to Sections 2.3 and 8.5, Lessee and Sublessees shall be permitted to use backup power supplies, including gas powered generators and other battery systems. Lessee shall be subject to any local and state noise regulations.

9. LIMITATION OF LIABILITY; INDEMNIFICATION

9.1. Limitation of Liability. Lessee shall not seek, and hereby irrevocably waives, all indirect damages, including, but not limited to, any lost revenue, lost profits, loss of technology, loss of rights or services, loss of data, interruption or loss of use of service, lost opportunity, incidental damages, punitive damages, indirect damages, or special or consequential damages, whether under theory of contract, tort (including negligence, strict liability, or otherwise), or in equity, as a consequence of or arising from this Agreement or its breach. This Section does not waive or affect either party's remedies in cases of fraud or intentional torts.

9.2. Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, defend and hold harmless City, from and against any and all claims, demands, suits, actions. proceedings, loss, cost and damages of every kind and description, including any reasonable attorneys' fees and/or litigation expenses (hereinafter referred to as "Indemnitees"), to which any such Indemnitees may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions with respect thereof) relate to, arise out of, or are caused by or in connection with; (i) loss or damage to any property or interest of City caused by the acts or omissions of Lessee or sublessees at the Property, (ii) any damages, injury to person or property, or death of any person arising out of any acts, errors, omissions, work, or services of Lessee, its employees, sublessees, agents, representatives, or subcontractors, their employees, agents, or representatives at the Property, (iii) any use or occupancy of the Leased Area by Lessee, its personnel, employees, agents, contractors or subcontractors, except to the extent such claims are caused by the intentional misconduct or sole negligence of any Indemnitees or persons acting under any Indemnitees; (iv) any worker's compensation claims, unemployment compensation claims or unemployment disability compensation claims of employees of Lessee or claims under similar such laws or obligations related to work performed at the Property; (v) any interference, whatsoever, caused, directly or indirectly, by Lessee or its sublessees operating at the Leased Area to a Third-Party Facility that exists prior to installation of Lessee's Facilities on the Leased Area, and/or (vi) failure by Lessee or sublessee(s) to comply with all applicable, existing or future, federal, state, and/or local laws, rules, or regulations related to this Agreement. This indemnification obligation shall not extend to any loss, damage, injury, or death to the extent caused by the negligence or willful misconduct of City, or its employees.

10. INSURANCE

10.1. Insurer Qualifications. Without limiting any obligations or liabilities of Lessee, Lessee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an A.M. Best, Inc. rating of "A- VII" or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option. The City in no way warrants that the above-required minimum-insurer rating is sufficient to protect Lessee from potential insurer insolvency.

10.2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Lessee. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve Lessee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

10.3. Insurance Requirements.

10.3.1. Lessee shall procure and maintain for the Term of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Lessee, its agents, representatives, employees, subcontractors, or sublessees.

10.3.2. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Lessee, or any sublessee, from liabilities that might arise out of the performance of the work under this Agreement by Lessee, its agents, representatives, employees, subcontractors, or sublessees, and Lessee is free to purchase additional insurance.

10.3.3. Coverage provided by Lessee may not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.3.4. Lessee's certificates of insurance shall list the "City of Surprise" as an additional insured.

10.4. Minimum Scope and Limits of Coverage. Lessee shall provide coverage with limits of liability not less than those stated in this Agreement below:

10.4.1. *Commercial General Liability – Occurrence Form*.
The policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate	$4,000,000
Each Occurrence	$2,000,000
Fire Legal Liability	$50,000
Personal and Advertising Injury	$1,000,000

10.4.2. *Business Automobile Liability.*
The policy shall include coverage for bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	$1,000,000

10.4.3. *Workers' Compensation and Employers' Liability.*
The policy shall include workers' compensation statutory employers' liability coverage pursuant to State of Arizona requirements.

10.4.4. *Professional Liability (Errors and Omissions Liability).*
The policy shall include professional liability coverage.

Each Claim	$500,000
Annual Aggregate	$1,000,000

10.4.5. *Environmental/Pollution Liability*.
The policy shall include environmental and/or pollution liability coverage.

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

10.4.6. Lessee shall secure insurance coverage sufficient to protect all of Lessee's Facilities and other improvements under this Agreement from any and all losses, whatsoever.

10.5. Additional Requirements. All insurance policies required under this Agreement shall: (a) be written on an occurrence form; (b) be endorsed to include the "City of Surprise" as an additional insured; (c) contain a waiver of subrogation against the City of Surprise and its council members, boards, commissions, officials, officers, agents, employees, and subcontractors; (d) be primary and non-contributory with respect to all other sources; (e) include the "City of Surprise" as the additional insured on the respective certificates of insurance. Lessee shall provide the City with all applicable endorsements to evidence the foregoing requirements. Further, all certificates of insurance for

policies required under this Agreement shall identify this Agreement by Agreement Number in the policy description.

10.6. Verification of Coverage. Lessee shall furnish the City with a certificate of insurance and an endorsement for each policy. **All of the required insurance documents shall be in effect and received and approved by the City's Risk Management division before Lessee takes possession of all or a portion of the Leased Area and before any work begins under this Agreement, and shall remain in effect for the Term of this Agreement.** Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, shall be a material breach of this Agreement. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

Risk Management Division, contact information:

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

E-mail: riskmanagement@surpriseaz.gov

10.7. Notice of Cancellation. Each insurance policy required by this Agreement shall provide the required coverage and may not be suspended, voided, cancelled, or reduced during the entire Term. Lessee shall provide the City with at least thirty (30) days' advance written notice if the insurance is suspended, voided, cancelled, or reduced. Such notice shall be sent directly to the City's Risk Management division.

10.8. Modifications to Coverage. Any modification or variation from the insurance requirements in this Agreement will be approved by the City in its sole discretion, whose decision is final. Further, the City, consistent with the obligations and requirements expressed in Section 10, shall have the right to require additional insurance coverage upon written notice to Lessee. Such actions will not require a formal Agreement amendment but may be made by administrative action signed by the City's Risk Manager or their designee.

10.9. City acknowledges that Lessee is self-insured. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Area and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance. The insurance coverage amounts required of Lessee in this Section 10 may be satisfied by a combination of primary and umbrella insurance.

10.10. City Insurance Requirements. City, at all times during the Term of this Agreement, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Property, having limits not less than $1,000,000.

11. DEFAULT

11.1. Each of the following occurrences shall be an event of "Default":

11.1.1. Default made by Lessee or the City of any of the covenants, agreements, conditions, or undertakings herein to be kept, observed, and performed that continues for thirty (30) days or the cure of which has not been diligently commenced within thirty (30) days after written notice is given by non-defaulting Party to the defaulting Party.

11.1.2. If Lessee should voluntarily file any petition, or have an involuntary petition filed on its behalf, under any chapter or section of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or shall file an answer admitting insolvency or inability to pay its debts; provided however, that Lessee shall not remain in default if it continues to comply with all other terms and conditions of this Agreement.

11.1.3. If a trustee or receiver shall be appointed for Lessee or for a major portion of its property or its Facilities.

11.1.4. If any court shall have taken jurisdiction of a major portion of the property or the Facilities of Lessee in any involuntary proceeding for dissolution, liquidation or winding up of Lessee and such jurisdiction shall not be relinquished or vacated within sixty (60) days.

11.1.5. If Lessee makes an assignment for the benefit of its creditors.

12. RIGHT OF REENTRY

12.1. Upon the occurrence of any Default that is not cured within the applicable cure period, and at any time after the expiration of the applicable cure period, the City shall have the right, at its election, to reenter the Leased Area and to expel, remove and put out Lessee and all persons occupying or upon the same under Lessee, using such force as may be necessary in so doing, and again to possess the premises and take full possession of and control over the Leased Area. No reentry by the City shall be deemed an acceptance of a surrender of this Agreement, nor shall it absolve or discharge Lessee from any liability under this Agreement. Upon such reentry, all rights of Lessee to occupy the Leased Area shall cease and terminate.

12.2. Upon the occurrence of any Default by Lessee and at any time thereafter, the City shall have the right, at its election, with or without reentry, to give written notice to Lessee stating that this Agreement shall terminate on the date specified by such notice, and upon the date specified in such notice, this Agreement and all rights of Lessee hereunder shall terminate. Upon such termination, Lessee shall quit and peacefully surrender to the City the Leased Area. Notwithstanding the foregoing, Lessee shall have a period of ninety (90) days to remove all Facilities and other improvements in accordance with Section 6.6. Upon termination, Lessee shall immediately discontinue, and shall ensure that all of its sublessees discontinue, any and all transmission of communication signals, whatsoever, from Lessee's and sublessees' Facilities and other improvements.

12.3. Lessee shall reimburse the City the cost of repairing any damage to the Leased Area, other than normal wear and tear, if not repaired in accordance with Section 6.6. The City shall provide an itemized list of all damage with the cost of repair for each item.

13. REMEDIES

13.1. The City's Remedies. In addition to all other rights set forth under this Agreement, the City may pursue any remedy at law or in equity, including, but not limited to, injunctive relief, civil trespass, and withholding other City permits and authorizations until Lessee complies with the terms of this Agreement or any applicable law. Such City remedies are cumulative and may be pursued in the alternative. The City's remedies set forth in this Agreement are not exclusive. Election by the City of one remedy does not preclude the use of other remedies.

13.2. Lessee's Remedies. Except as limited under section 9.1 under this Agreement, Lessee may pursue any action at law for direct damages or in equity, including, but not limited to, injunctive relief, an action to compel specific performance, or to terminate this Agreement. Such Lessee's remedies are cumulative and may be pursued in the alternative. Lessee's remedies set forth in this Agreement are not exclusive. Election by Lessee of one remedy does not preclude the use of other remedies.

13.3. Each right and remedy provided for in this Agreement shall be cumulative and in addition to every other right or remedy provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise; and the exercise or beginning of the exercise of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

13.4. If during any one period of twelve (12) consecutive months, the City or Lessee has served three (3) written notices of different Defaults upon the defaulting Party, and such Defaults remain uncured after the notice and cure period or the defaulting Party has not commenced any action to cure the Default, the fourth Default shall be deemed an incurable Default and the non-defaulting Party shall be entitled to terminate this Agreement.

13.5. In the event either Party shall be in Default of this Agreement, which Default remains uncured during any applicable cure period provided herein, the non-defaulting Party may at any time, with further notice, cure such breach for the account and at the expense of the defaulting Party. If the non-defaulting Party at any time, by reason of such breach, is compelled to pay or elects to pay any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, the actual sum or sums so paid by the non-defaulting Party, with interest not to exceed eight percent (8%), shall be paid by the defaulting Party within fifteen (15) business days of an itemized written demand.

13.6. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, governmental shutdown, civil commotion, fire or other casualty, and other causes beyond the control of the Party obligated to perform (a "Force Majeure Event"), shall excuse the performance by such Party for a period equal to any such prevention, delay or stoppage.

14. MISCELLANEOUS

14.1. Recitals. The Recitals set forth above are hereby incorporated by reference, as if fully set forth herein.

14.2. Applicable Law. This Agreement is governed by the laws of the State of Arizona and any suit pertaining to this Agreement, or interpretation and/or enforcement thereof, shall be brought only in the State courts in the State of Arizona in Maricopa County.

14.3. Compliance with Laws. Lessee shall comply with all applicable federal, state, and local laws, rules, statutes, and regulations relating to its uses of the Leased Area and the permitted uses of the Lessee's Facilities on the Leased Area. No required approval herein for improvements shall be deemed to prevent Lessee's compliance with any applicable law, rule, statute, or regulation related to Lessee's use of the Lessee's Facilities on the Leased Area.

14.4. Authority. Each person executing this Agreement on behalf of any party hereto warrants that they have the right and authority to execute this Agreement, and that all the procedures and approvals that are necessary and required to enable them to properly execute this Agreement and to bind the person or entity whom they represent in accordance with the terms hereof have been followed and/or secured. Each party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to carry out the provisions of this Agreement.

14.5. Public Records. Lessee acknowledges that this Agreement and the City are subject to laws regarding open public records, including, without limitation, Arizona public record laws under A.R.S. Title 39 and the Freedom of Information Act (FOIA).

14.6. Liens. Lessee shall not do or allow or cause anything to be done whereby the Leased Areas may be encumbered by a construction lien or any other type of lien. Notice is hereby given that the City will not be liable for any labor or materials furnished to Lessee on credit, and that no construction or other lien for any such labor or materials shall attach to or affect the City's interest in and to the Leased Area. If any lien is filed against the Leased Area, Lessee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to City within thirty (30) days after Lessee receives written notice that the lien has been filed. Lessee shall immediately provide the City a copy of any written notice when received. Lessee shall indemnify, defend, and hold harmless the City from all claims, demands, costs, and liabilities, including reasonable attorney's fees and costs, in connection with or arising out of any such lien or claim of lien.

14.7. Hazardous Substances. Neither Lessee nor any contractors engaged by Lessee shall produce, dispose, transport, treat, use, generate, or store any Hazardous Substances on, under, about, or within the Property or Leased Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, et seq., the Resource Conservation and Recovery Act., 42 U.S.C. § 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., or any other federal, state, county, or local law or regulation. Lessee and any of Lessee's contractors may not use the Leased Area in a manner that would require a permit or approval related to Hazardous Substances from the Arizona Department of Health Services or any governmental agency other than City. Lessee will pay, indemnify, defend, and hold City harmless against any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Lessee or any contractor engaged by Lessee and must immediately notify City of any Hazardous Substance at any time discovered or existing upon the Leased Area. Lessee and any of Lessee's contractors will ensure that any on-site or off-site storage, treatment, transportation, disposal, or other handling of Hazardous Substance will be performed by persons who are properly trained, authorized, licensed, and otherwise permitted to perform those services.

14.8. Environment. Lessee shall comply with all applicable federal, state, and local laws, rules, and regulations governing the protection of the environment and/or employee health and safety. Lessee shall indemnify, defend, and hold the City and each council member, officer, official, board, commission, employee, and agent thereof from claims resulting from Lessee's violation of any applicable environmental or employee health and safety laws and/or if Lessee causes a release of any regulated substance to the environment. Nothing in this Section shall limit the other indemnification or insurance requirements in this Agreement.

14.9. Oil, Gas, and Mineral Rights. The City owns all rights to oil, gas, and minerals found on, in, above, or below the Leased Area. Nothing here shall be deemed a transfer of the City's right to oil, gas, and/or mineral found on, in, above, or below the Leased Area.

14.10. Attorney's Fees. If attorney's fees are available under this Agreement, attorney's fees may only be sought upon a non-appealable judgment on the merits and only at the discretion of the court.

14.11. Notice. All notices, requests, demands, rent payments, and other communications hereunder shall be in writing and shall be deemed given if: (i) personally delivered; (ii) mailed, certified mail, return receipt requested; or (iii) sent by overnight carrier to the following address, on the date received:

If to the City: City of Surprise 16000 N. Civic Center Plaza Surprise, AZ 85374 Attn: Parks & Rec Director	with a copy to: Surprise City Attorney's Office 16000 N. Civic Center Plaza Surprise, AZ 85374
Facsimile: 623-222-7001	Facsimile: 623-222-1101

If to Lessee:
SBA Tower X, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Attn: Site Administration

14.12. Time of the Essence. Time is of the essence in each and every provision of this Agreement.

14.13. Binding on Successors. The terms and conditions of this Agreement will run with the Leased Area is binding upon, and inures to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

14.14. Recording. A memorandum of this Agreement shall be executed by the City and Lessee to be recorded in the official records of Maricopa County, Arizona at the sole cost and expense of Lessee.

14.15. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership,

joint venture, or any association between the City and Lessee other than as contracting parties, or landlord and tenant.

14.16. Severability. The provisions of this Agreement are severable. To the extent that any provision is held to be invalid by a court of competent jurisdiction, such holding will not affect any other provision of the Agreement which may remain in effect without the invalid provision.

14.17. Conflicts. In the event there is a conflict between this Agreement and any Exhibits attached hereto or any external documents, this Agreement shall control.

14.18. Waiver. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect to the right of either party to enforce such provision thereafter.

14.19. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together constitute but one and the same agreement. The original execution pages of counterpart copies of this Agreement may be attached to any one such copy to form a single, complete document.

14.20. Construction. 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. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement. The headings, captions, and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable.

14.21. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to its subject matter. 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 of the parties except as expressly set forth in this Agreement. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in drafting, reviewing, and entering into this Agreement.

14.22. Lessee's Title Insurance; Notifications. In connection with Lessee's title insurance, the City agrees to (a) execute an owner's affidavit substantially in the form required by Fidelity National Title Insurance Company and (b) provide the City council's written approval of the City entering into this Agreement. The City represents and covenants that, as of the date of execution of this Agreement, the City owns the Leased Area and the Property in fee simple, free and clear of all mortgage or deed-of-trust financing.

14.23. Exclusivity. As part of Lessee's right to the undisturbed use and enjoyment of the Leased Area, City shall not at any time during the Term of this Agreement (i) permit another person to use any portion of the Property for any use that would materially interfere with the uses hereunder, or is a direct competitor with the Lessee's operations, or (ii) grant any leasehold interest in or an option to acquire any leasehold interest in any portion of the Leased Area that permits during the Term of this Agreement any of the uses permitted under this Agreement without the prior written consent of Lessee. The terms of this Section 14.23 do not prohibit the City, or its officers, agents, employees, and/or contractors or subcontractors, from using the Property for City Operations.

SIGNATURES ON THE FOLLOWING PAGE(S).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date the last Party signs.

THE CITY

City of Surprise, an Arizona municipal corporation

By: _____
City Manager

Printed Name: _____

Date: _____

APPROVED AS TO FORM:

_____
City Attorney's Office

LESSEE

SBA Towers X, LLC, a Delaware limited liability company

By: _____
Alyssa Houlihan
Vice President, Site Leasing

Date: _____

EXHIBIT A – Leased Area and Easements

LEASED AREA

LEASE AREA AND LEGAL DESCRIPTION

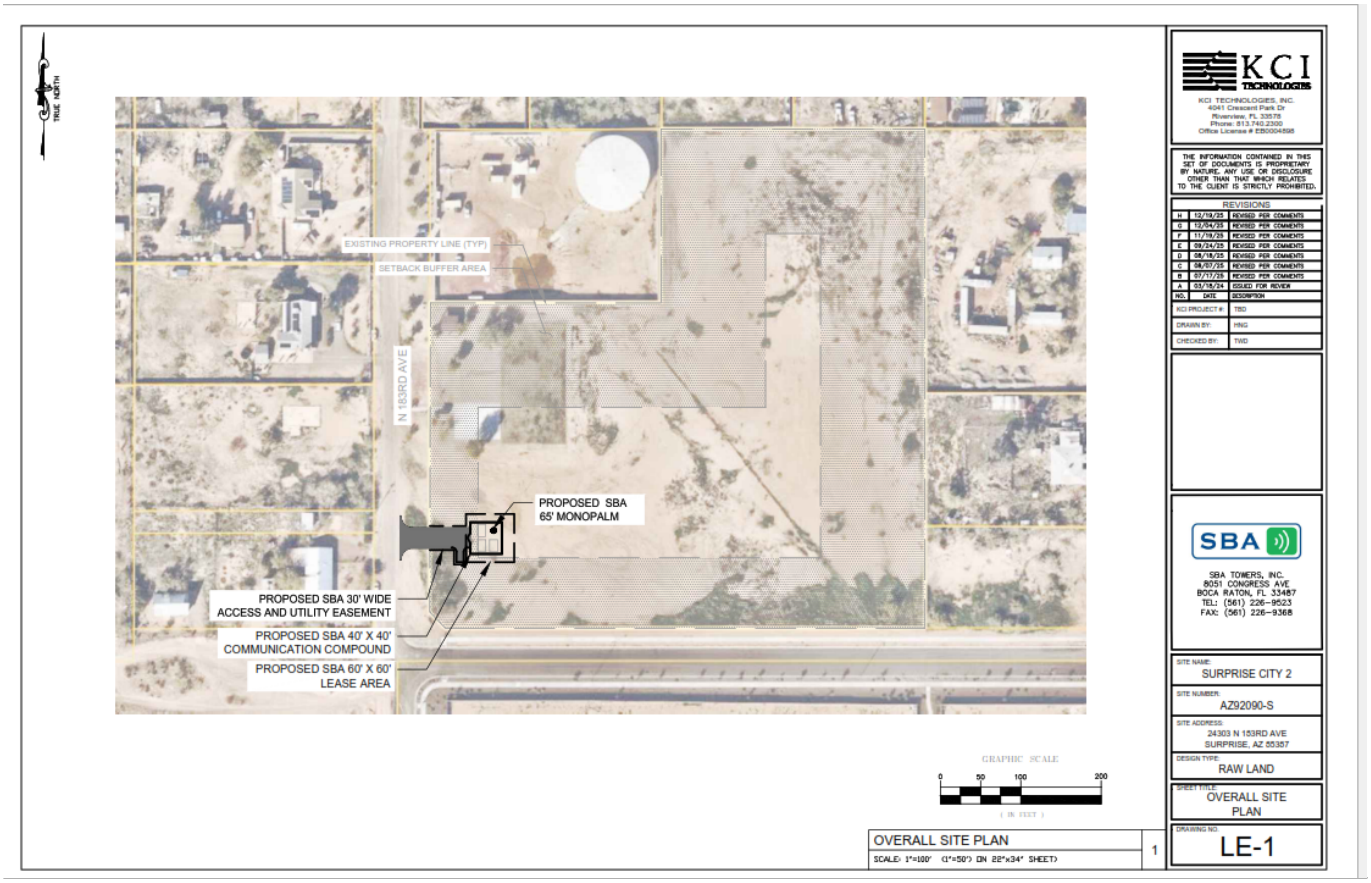
Situated in the county of Maricopa, State of Arizona:

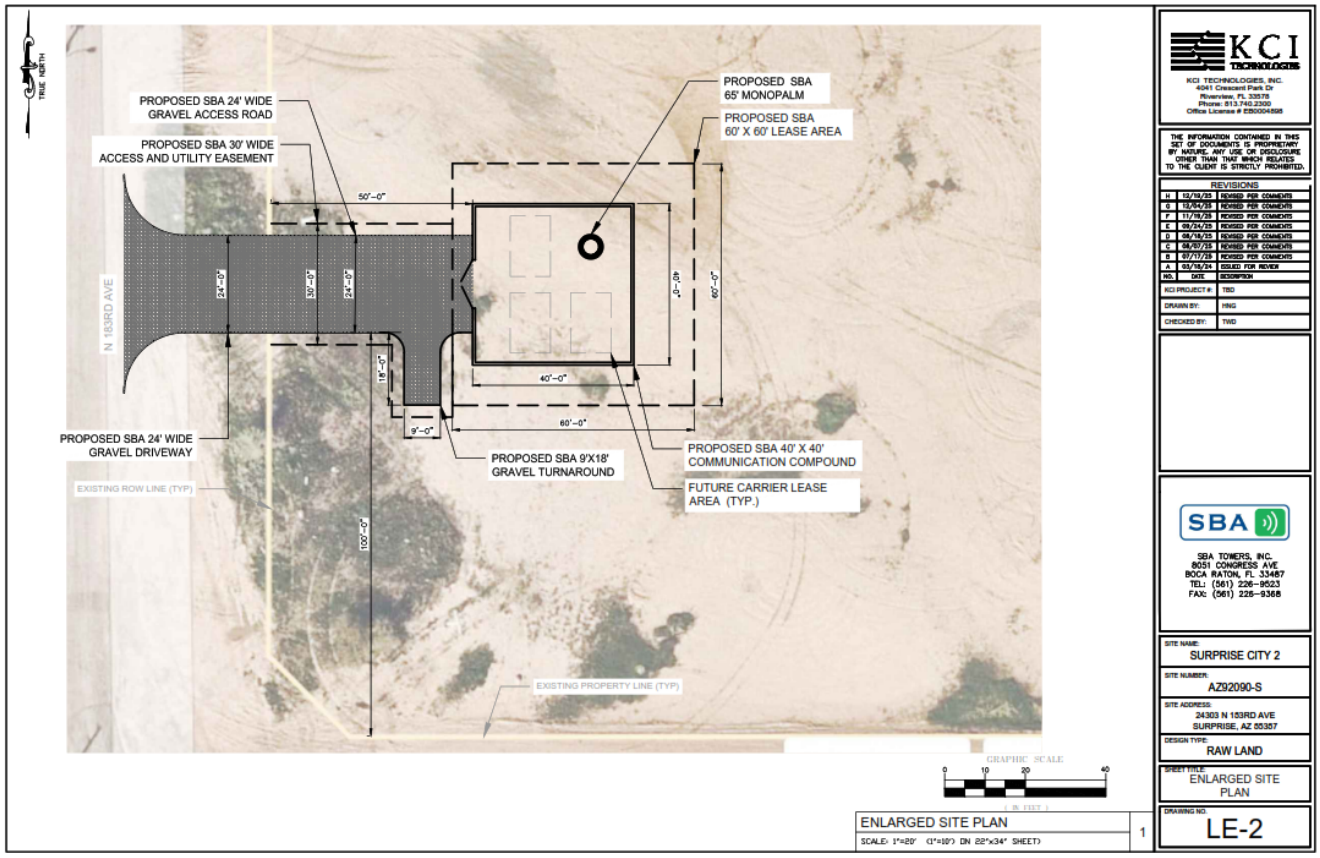
A portion of the Northeast Quarter of Section 10, Township 4 North, Range 2 West, Gila and Salt River Base and Meridian, being Parcel A as shown on that Map of Dedication for Austin Ranch Fire/Police/Park Site, recorded 4/19/2006 in Book 831 Page 11 of the Maricopa County, Records.

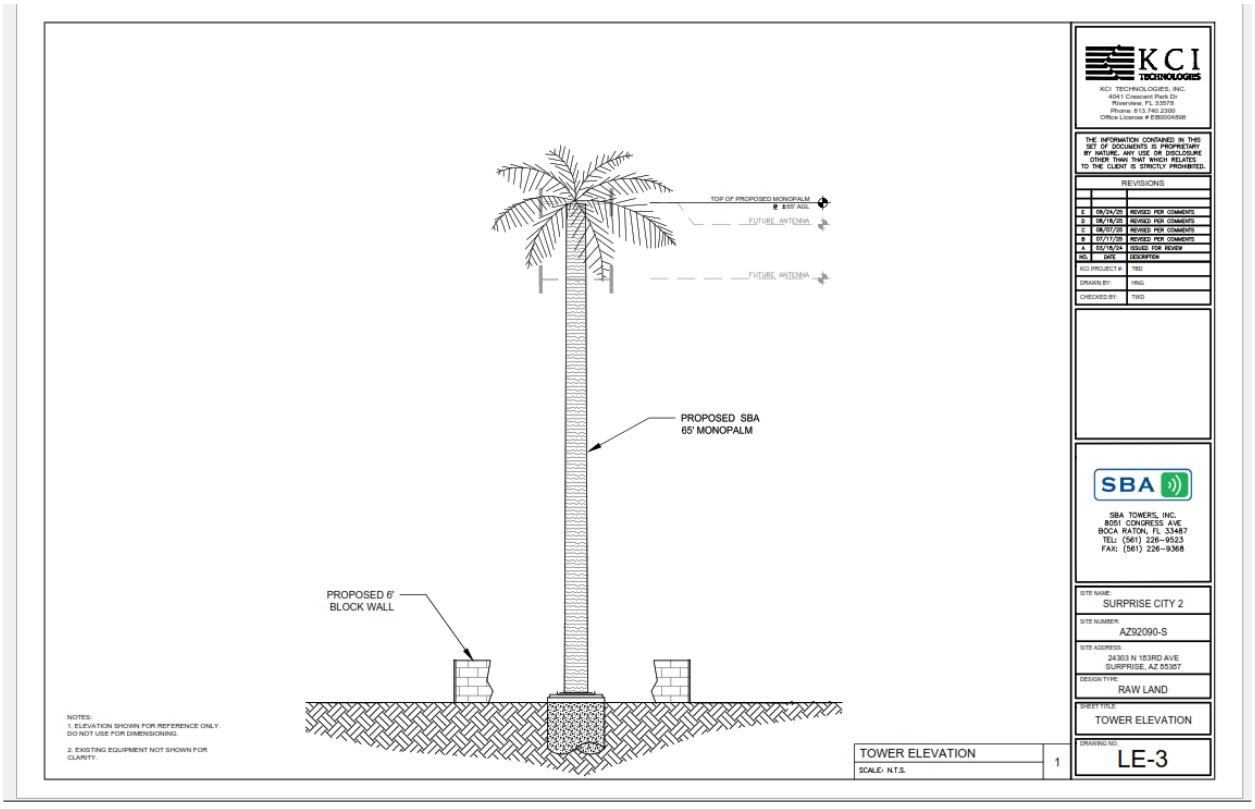
Tax ID 503-73-760

Being The Same Property Shown As Parcel A On The Map Of Dedication Recorded In Book 831, Page 11, Maricopa County Records, By Which Austin Ranch LLC Dedicated Said Parcel To The City Of Surprise.

EXHIBIT B – SITE PLAN OF FACILITIES




PROPOSED SBA 24' WIDE GRAVEL ACCESS ROAD
PROPOSED SBA 30' WIDE ACCESS AND UTILITY EASEMENT
PROPOSED SBA 65' MONOPALM
PROPOSED SBA 60' X 60' LEASE AREA
PROPOSED SBA 24' WIDE GRAVEL DRIVEWAY
PROPOSED SBA 9'X18' GRAVEL TURNAROUND
PROPOSED SBA 40' X 40' COMMUNICATION COMPOUND
FUTURE CARRIER LEASE AREA (TYP.)
EXISTING ROW LINE (TYP)
EXISTING PROPERTY LINE (TYP)
N 183RD AVE
GRAPHIC SCALE
ENLARGED SITE PLAN
SCALE: 1"=20' (1"=10') ON 22"x34" SHEET)
KCI TECHNOLOGIES
SBA
SITE NAME: SURPRISE CITY 2
SITE NUMBER: AZ92090-S
SITE ADDRESS: 24303 N 183RD AVE SURPRISE, AZ 85387
DESIGN TYPE: RAW LAND
SHEET TITLE: ENLARGED SITE PLAN
DRAWING NO: LE-2


TOP OF PROPOSED MONOPALM @ 65' AGL
FUTURE ANTENNA
FUTURE ANTENNA
PROPOSED SBA 65' MONOPALM
PROPOSED 6' BLOCK WALL
NOTES:
1. ELEVATION SHOWN FOR REFERENCE ONLY. DO NOT USE FOR DIMENSIONING.
2. EXISTING EQUIPMENT NOT SHOWN FOR CLARITY.
TOWER ELEVATION
SCALE: N.T.S.
KCI TECHNOLOGIES
SBA
SITE NAME: SURPRISE CITY 2
SITE NUMBER: AZ92090-S
SITE ADDRESS: 24303 N 183RD AVE SURPRISE, AZ 85387
DESIGN TYPE: RAW LAND
SHEET TITLE: TOWER ELEVATION
DRAWING NO: LE-3

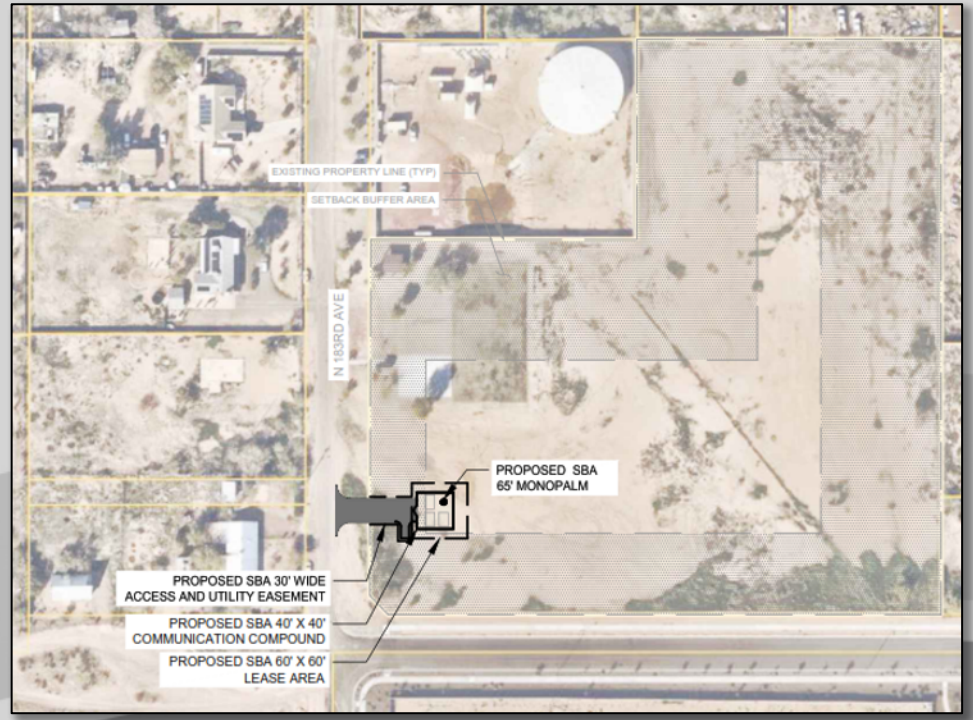
Section 10 Pocket Park Cell Tower – Ground Lease

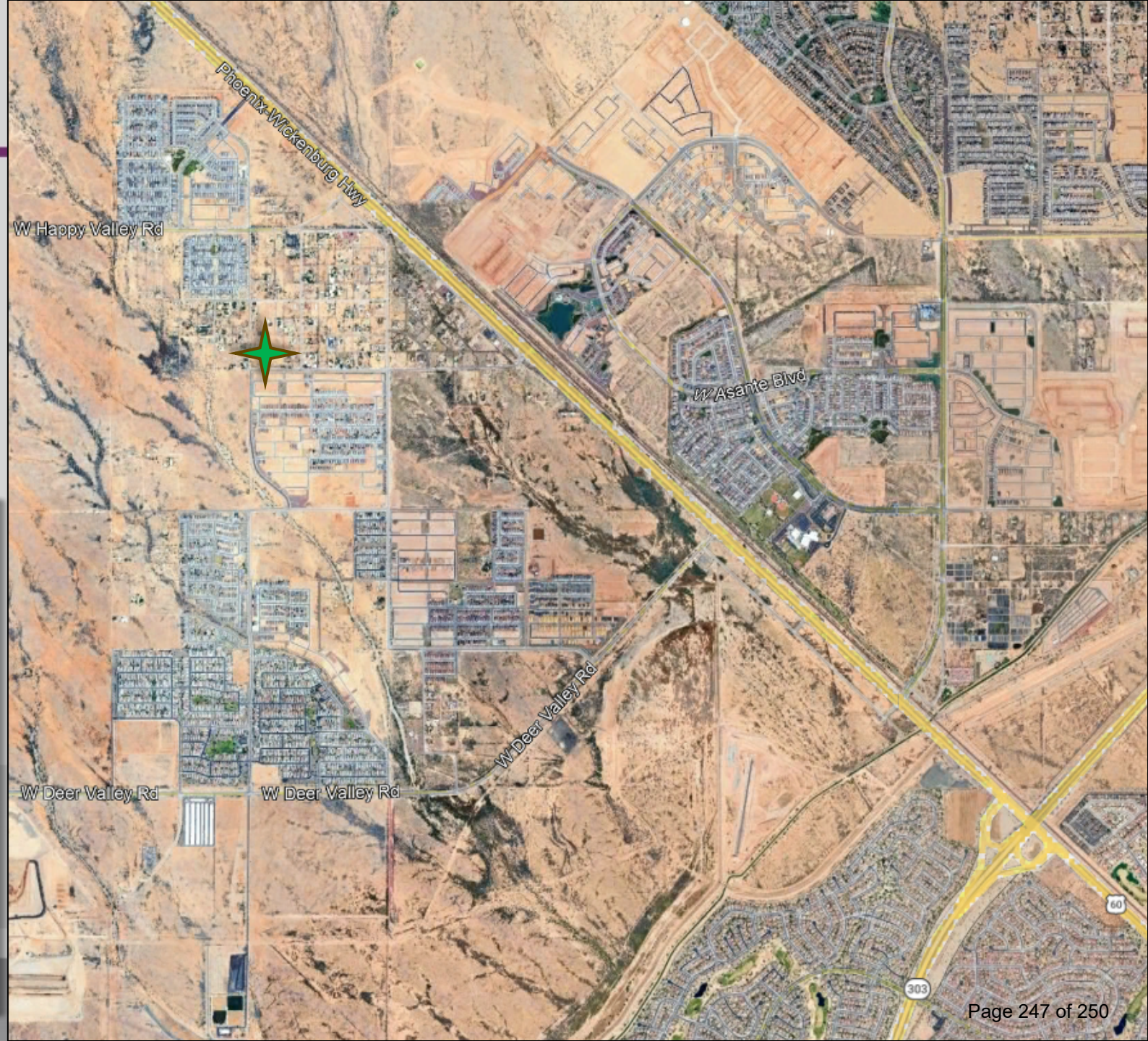
February 17, 2026

SURPRISE
ARIZONA

Location

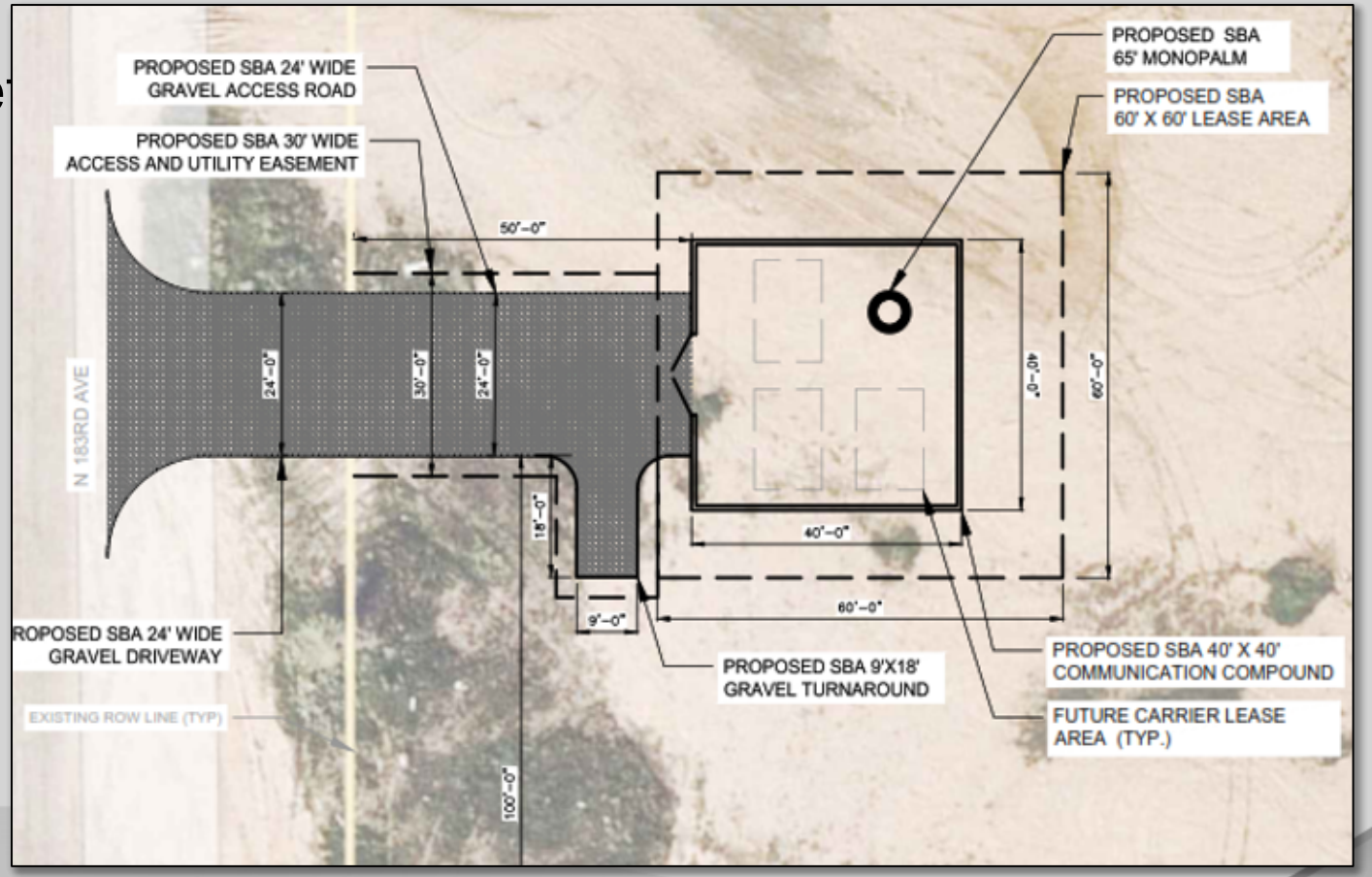
- NEC of 183rd Avenue and Norwich Drive
- Parcel: 503-73-760





Layout - Proposed

- SWC of Section 10 Pocket Park
- Allows for multiple providers
- 40’ x 40’ enclosure

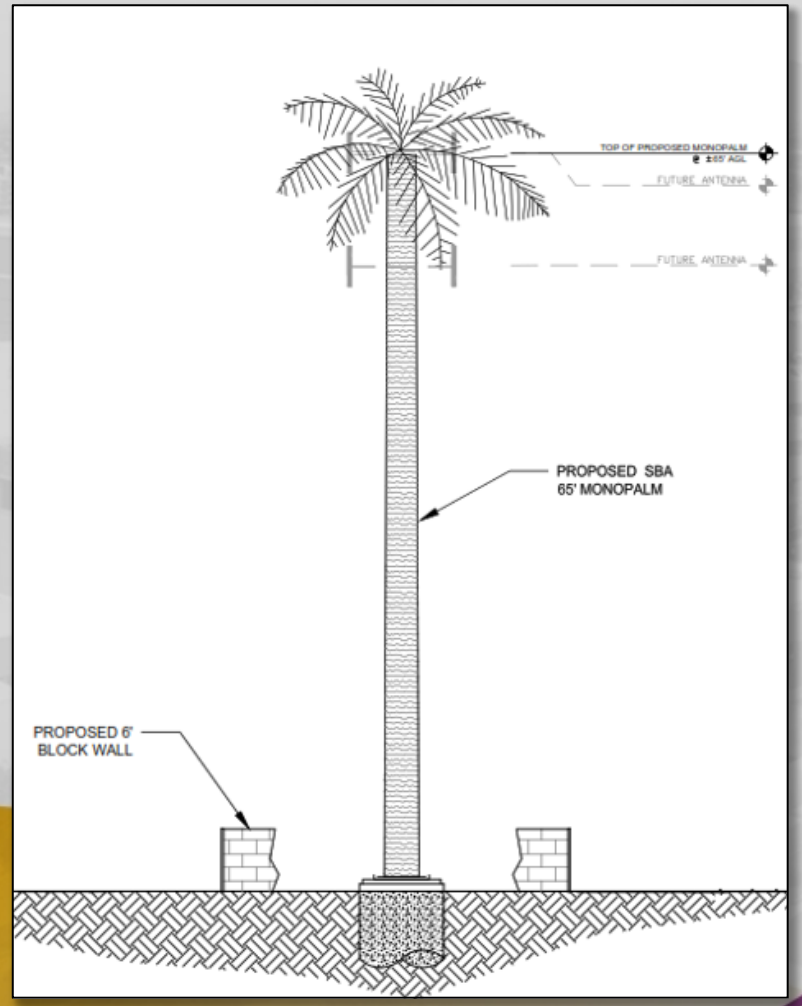


SURPRISE
ARIZONA

Terms

- 10 years
  - Option for 3 additional 5-year periods

- Rent: $2,000 per month – 1st provider
  - 3.0% annual rate increase



SURPRISE
ARIZONA

Questions or Comments?

THANK YOU

SURPRISE
ARIZONA