



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

Tuesday, November 5, 2019 @ 6:00 PM

COUNCIL CHAMBERS

AMENDED AGENDA - ADDED ITEM 4 (PSPRS Appointment)
October 31, 2019 at 1:30 PM

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

Be Kind Proclamation

E. City Manager Report

1. Paradise Honors Middle School and Youth Council member's will provide a report pertaining to current Youth Council events and projects.

2. Mission: Lifeline EMS award presentation

F. City Clerk Report

3. Update on upcoming 2020 Elections

None

Sherry Aguilar
City Clerk

4. Consideration and action to remove Donald Jeffrey and approve the Mayor's appointment of Chandler Brown as a citizen member of the City of Surprise local PSPRS Boards and direct City Clerk Aguilar to administer the Oath of Office.

None

Sherry Aguilar
City Clerk

G. Call To The Public

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins.

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

[Fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.

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

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

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|----|----------|--|--|
| 5. | Citywide | Consideration and action to enter into a intergovernmental agreement for mutual aid for solid waste collection and transportation services; Resolution # 2019-128. | None

Mike Gent
Public Works |
| 6. | Internal | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations of \$400,000 from Rancho Gabriela Arsenic Treatment capital project dollars (P71230) to Water Asset Replacement capital (A71010) to re-sleeve Royal Ranch well; Resolution # 2019-129. | None

Terry Lowe
Water Resource
Management |
| 7. | Internal | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations of \$230,000 from the Digester Modification project (P71250) to TTHM Consent Order capital project (P71290) of \$150,000 and \$80,000 to advance the design of SPA2 influent line project (P71400); Resolution # 2019-130. | None

Terry Lowe
Water Resource
Management |
| 8. | Citywide | Consideration and action pertaining to approval of a sponsorship agreement with the Surprise Pops Band. | None

Paul Bernardo
Human Svcs and
Comm Vitality |

9.	Citywide	Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations in the amount of \$5,000 within the Grants Fund and acceptance of an award from the AZ Department of Homeland Security (AZ DOHS) to support the purchase of equipment and training costs; Resolution # 2019-132.	None Terry Young Police
10.	Citywide	Consideration and action pertaining to approval of a Master License Agreement for Verizon Wireless, under Case FS19-692.	None Hobart Wingard Community Development
11.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Rancho Mercado Parcel A4" and dated August 27, 2019, a 39.198 acre property located in the Rancho Mercado PAD generally north of McMicken Way and east of 147th Avenue.	None Sergio Angulo Community Development
12.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, "NWC Cotton & Cactus" and dated August 22, 2019, a 35.41 acre property generally located at the northwest corner of Cactus Road and Cotton Lane.	None Hobart Wingard Community Development
13.	District 3	Consideration and action pertaining to approval of the replatted Final Plat entitled, "Toll at Prasada, Phase 1 Unit A Lot 322" and dated September 5, 2019, a 0.28 acre property generally located west of Cotton Lane between Cactus Road and Peoria Avenue.	None Robert Kuhfuss Community Development
14.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Rancho Mercado Parcel A5" and dated September 12, 2019, a 28.82 acre property generally located in the Rancho Mercado PAD at the southwest corner of Happy Valley Road and McMicken Way.	Sergio Angulo Community Development
15.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Rancho Mercado Parcel A6" and dated September 12, 2019, a 41.78 acre property generally located in the Rancho Mercado PAD at the southeast corner of Happy Valley Road and McMicken Way.	None Sergio Angulo Community Development
16.	District 1	Consideration and action pertaining to accepting three Dedications of Public Rights-of-Way from the George J & Arlene G Kamarata Trust along Happy Valley and 147th avenue.	None Chris Boyd Community Development
17.	District 1	Consideration and action pertaining to acceptance of a Quit Claim Deed from Ashor Shlimon for rights-of-way along Dale Lane near 175th avenue.	None Chris Boyd Community Development

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|---------------------------------------|------------|--|---|
| 18. | District 1 | Consideration and action pertaining to acceptance of a Dedication of Public Rights-of-Way from James D Smith and Susan E Smith, Trustees of the Smith Family Trust, for rights-of-way along Dale Lane near 159th avenue. | None

Chris Boyd
Community Development |
| 19. | District 4 | Consideration and action pertaining to a Grant of an Utility Easement to APS at Gaines Park for ongoing activity associated with Heritage at Surprise. | None

Chris Boyd
Community Development |
| 20. | District 6 | Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements at Homestead at Marley Park Phase 4 & 5 Parcel 3, generally located at W. Waddell Road and N. 142nd Lane; Resolution # 2019-133. | Mike Gent
Public Works |
| 21. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations in the amount of \$15,000 within the Grants Fund for the acceptance of three awards from the Arizona Department of Homeland Security (AZ DOHS) to support the Surprise Fire-Medical Department CERT program, CBRNE program and conduct a Central Region deployment exercise; Resolution #2019-135. | None

Tom Abbott
Fire - Medical |
| 22. | District 5 | Consideration and action to approve a request by Irudayaraj Vondoh, Agent for a Series 12 Restaurant liquor license for Haldi Indian Cuisine located at 13761 W. Bell Road, #B213, Surprise, AZ 85374. | None

Sherry Aguilar
City Clerk |
| 23. | Citywide | Consideration and action on the Regular City Council Meeting minutes of October 15, 2019. | None

Sherry Aguilar
City Clerk |
| 24. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 budget by reallocating appropriations from various funds required to close the Fiscal Year 2019 budget, inter-fund cash transfers and loans; Resolution # 2019-137. | None

Andrea Davis
Finance |
| REGULAR AGENDA ITEM - PUBLIC HEARING: | | | |
| 25. | District 3 | Consideration and action pertaining to approval of a re-zone of approximately 4.19 acres of real property, generally located at the northwest corner of Cactus Road and Cotton Lane, from Residential Ranch (RR) to Northwest Corner of Cactus Road and Cotton Lane Planned Unit Development (PUD) with the underlying land use of Regional Commercial (CR-PUD); Ordinance 2019-29. | None

Hobart Wingard
Community Development |

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| 26. | District 3 | Presentation, discussion and public hearing pertaining to case FS19-445 Paradise Education Annexation, a proposed annexation of approximately 30.84 acres of property generally located east of 175th Avenue, one-quarter of a mile north of Cactus Road. | Hobart Wingard
Community
Development |
| 27. | Citywide | Consideration and action pertaining to the Neighborhood Grant Program Awards for Fiscal Year 2020 as recommended by the Committee on Community Outreach, Partnerships and Grants. | None

Jodi Tas
Human Svcs and
Comm Vitality |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

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| 28. | Internal | Consideration and action to amend Surprise Municipal Code, Chapter 3, Article I, Section 3-15 a(2) pertaining to Categories of Employment and Article IV, Section 3-40 (d) pertaining to Corrective Action and Appeals; Ordinance # 2019-27. | None

Lisa Angelini
Human Resources |
| 29. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations of \$3,206,800 from Transportation Fund Contingency, HURF Fund Contingency and Grants Fund Contingency to Waddell Road project P61440, Litchfield Road project P61450, replenish Traffic Signal project P61500 and establish two new capital projects: Waddell Median Modifications project P61550 and Kingswood Parke Street-lighting Upgrade project P61560; Resolution # 2019-134. | Michael Boule
Andrea Davis
Public Works |

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

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| 30. | Citywide | Consideration and action to recess into executive session for discussion and consultation with the City's attorneys for legal advice pertaining to the City's current opioid litigation. | None

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

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

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

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: October 31, 2019 at 1:30 PM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

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.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person: SETH
District: Citywide

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

Agenda Wording:

Be Kind Proclamation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Internal

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

Mission: Lifeline EMS award presentation

Motion:

None

Background:

Ron Loomis, from the American Heart Institute will present to Fire Chief Tom Abbott the Mission Lifeline EMS award on behalf of Surprise Fire-Medical Department. The Surprise Fire-Medical Department has received the American Heart Association's Mission: Lifeline® EMS Gold Plus Award for implementing quality improvement measures for the treatment of patients who experience severe heart attacks.

Every year, more than 250,000 people experience an ST elevation myocardial infarction (STEMI) the deadliest type of heart attack caused by a blockage of blood flow to the heart that requires timely treatment. To prevent death, it's critical to restore blood flow as quickly as possible, either by mechanically opening the blocked vessel or by providing clot-busting medication.

Agencies that receive the Mission: Lifeline Gold award have demonstrated at least 75 percent compliance for each required achievement measure for two years.

Objective Analysis:

The Surprise Fire-Medical Department is dedicated to making EMS service among the best in the country, and the American Heart Association's Mission: Lifeline program is helping to accomplish this by implementing processes for improving systems of care with the goal of improving the quality of care for all acute coronary syndrome patients. The Surprise Fire-Medical Department is pleased to be recognized for the dedication and achievements in emergency medical care for all cardiac patients.

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Update on upcoming 2020 Elections

Motion:

None

Background:

City Clerk Aguilar will give an update on upcoming elections for 2020.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Internal

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

Consideration and action to remove Donald Jeffrey and approve the Mayor's appointment of Chandler Brown as a citizen member of the City of Surprise local PSPRS Boards and direct City Clerk Aguilar to administer the Oath of Office.

Motion:

I move to remove Donald Jeffrey and approve the Mayor's appointment of Chandler Brown as a citizen member of the local PSPRS Boards to a term expiring June 30, 2022.

Background:

Pursuant to Arizona Revised Statute 38-847(A)(1), the PSPRS local boards will consist of the Mayor acting as Chairman (or the Mayor's Designee), two citizen members appointed by the Mayor with approval of the governing body, and two police or fire employees elected by secret ballot.

On October 30, 2019, Mayor Hall was sworn in as the Chairman of the local PSPRS Boards. Previously, Mayor Hall appointed one of the two current citizen members, Jim Connor. However, Mayor Hall has not been afforded the opportunity to appoint the second citizen member. At this time, after the decision to take an increasingly active role in the local Boards by taking the Chairman seat, Mayor Hall has decided to exercise his authority under A.R.S. 38-847(A)(1) and appoint Chandler Brown as the second citizen member of the local Boards.

By necessity, this action requires the removal of the current citizen member Donald Jeffrey, who was appointed by Mayor Hall's predecessor. Arizona Revised Statute 38-295(A) provides that "...every officer holds office at the pleasure of the appointing power." Consistent with state law, Surprise Municipal Code provides that members of the City's Boards and Commissions, "serve at the pleasure of city council and may be removed with or without cause by a majority vote of city council. The decision of city council is final and not appealable." Under this authority and the Mayor's authority to appoint the two citizen members, Council may remove the current member to create a vacancy for Mayor Hall's appointment.

This action is consistent with state law granting the Mayor authority to appoint the citizen members of the City's local PSPRS Boards as well as the state and local law providing that members of boards and commissions serve at the pleasure of City Council and may be removed with or without cause.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: Citywide

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

Consideration and action to enter into a intergovernmental agreement for mutual aid for solid waste collection and transportation services; Resolution # 2019-128.

Motion:

I move to approve Resolution # 2019-128.

Background:

The City has an opportunity to enter into an intergovernmental agreement for mutual aid agreement with other cities throughout the Valley. By doing so it should afford the City an opportunity to request mutual aid with surrounding cities for waste collection and transportation until 2021 with one five-year extension if so desired by the cities participating in the agreement.

The scope of this Agreement is to:

- (1) provide procedures for the Parties to request and supply resources for waste collection and transportation aid or other assistance for emergencies (i.e. storm response clean ups, etc.) to one another;
- (2) provide the process for compensating an Aiding Party for supplying Resources to a Requesting Party.

Objective Analysis:

By entering into the mutual aid agreement with other agencies should allow the City to receive or provide assistance to neighboring cities.

Policy Compliant:

This item is policy compliant as it relates to working mutually with neighboring valley cities.

Financial Impact:

In the event of an emergency necessitating the need to enact this agreement, an invoice would be generated by the City providing service as mutual aid to another City. Any invoices related to financial obligations associated with the mutual aid will be processed against the Solid Waste Fund within Public Works. Any funds received from a partnering City would be revenue to offset the service that the City

of Surprise provides.

Budget Impact:

There are no budget impacts associated with the mutual aid agreements, all funds necessary for collection and transportation have been programmed into the ongoing solid waste operational budget.

FTE Impact:

There are no FTE's associated with this item

ATTACHMENTS:

1. Res 2019-128 for Mutual Aid Waste Collection.final w exh
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RESOLUTION # 2019-128

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR WASTE COLLECTION AND TRANSPORTATION MUTUAL AID WITH MULTIPLE CITIES LISTED IN APPENDIX A TO CONTRACT 2017-036-COS, ATTACHED HERETO.

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

WHEREAS, the City desires to enter into an intergovernmental agreement with multiple governmental entities in order to provide procedures for the parties to request and supply resources for waste collection and transportation aid or other assistance for emergencies (i.e. storm response, clean ups, etc.) to one another; and to provide the process for compensating an aiding party for supplying resources to a requesting party; and

WHEREAS, it is beneficial to the City to establish in advance procedures by which the City may grant and receive assistance from other jurisdictions in times of emergent need.

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

Section 1. The Intergovernmental Agreement between the City of Surprise and the multiple jurisdictions as listed in contract 2017-036-COS, attached as Exhibit A, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND INTERGOVERNMENTAL AGREEMENT
FOR WASTE COLLECTION AND TRANSPORTATION MUTUAL AID CONTRACT
2017-036-COS

INTERGOVERNMENTAL AGREEMENT FOR WASTE COLLECTION AND TRANSPORTATION MUTUAL AID

This Intergovernmental Agreement ("Agreement") is entered into among Participating Arizona Cities and Towns listed in Appendix A to this Agreement as of February 21, 2017 (the "Effective Date") and as later added pursuant to Section 3.2 below. The participating Cities and Towns may be referred to collectively as "Parties" and individually as a "Party."

1. Definitions

Aiding Party means the Party supplying Resources to a Requesting Party.

Authorized Designee means a Party's employee that is authorized to request aid or supply aid under this Agreement.

Backfill Costs means the compensation of the Aiding Party's replacement personnel who perform the regular duties of other personnel who are deployed to supply aid to a Requesting Party under this Agreement.

Costs mean the actual expenditures of funds by a Party supplying aid, including Backfill Costs and Indirect Costs.

Equipment means mechanical equipment and vehicles including but not limited to automated side loaders, bin/barrel delivery vehicles, front loaders, rear loaders, backhoes, front-end load tractors, pick-up trucks, mobile equipment, trailers, and dump trucks.

Indirect Costs means 10% of the total expenditures of funds by the Party supplying aid.

Inventory means non-mechanical equipment and containers including but not limited to large-volume containers, bins, and roll-off containers

Minor Damage means scratches, scrapes, or dings to Equipment and Inventory.

Moderate Damage means large dents or other damage requiring significant repairs before the Equipment and Inventory can be used again for its intended purpose.

Requesting Party means the Party requesting aid in the form of Resources from other Parties to this Agreement.

Resources means Equipment, Inventory, Supplies and Staff.

Severe Damage means damage requiring either outright replacement or major reconstruction of the Equipment and Inventory before it can be used again for its intended purpose.

Staff means the employees of the Aiding Party who are qualified, based on training and experience, and licensed as may be required by State Law and the Federal Motor Carrier Regulations, to operate the Equipment supplied.

Supplies means items necessary for operations and maintenance by a provider of solid waste services other than Equipment and Inventory, including but not limited to shovels, brooms, cones, etc.

2. Recitals

2.1 The Parties desire to enter into this Agreement pursuant to Title 11, Chapter 7, Article 3, Arizona Revised Statutes (A.R.S. §§ 11-951, *et seq.*) and the authorization of their respective legislative or other governing bodies.

2.2 The scope of this Agreement is to (1) provide procedures for the Parties to request and supply Resources for waste collection and transportation aid or other assistance for emergencies (i.e. storm response clean ups, etc.) to one another; and (2) provide the process for compensating an Aiding Party for supplying Resources to a Requesting Party.

3. Term of Agreement and Extension

3.1 This Agreement shall be in effect from the Effective Date through June 30, 2021, and if applicable, the date of any extension as set forth herein.

3.2 Any Party may terminate its participation in the Agreement at any time by indicating its intent to terminate in writing and submitting that written notification to the other Parties. A new party may join the Agreement by its governing body approving an unmodified copy of this Agreement at any time during the Term or an extension. A new Party shall, within ten (10) days of approval by its governing body, provide the other Parties with an executed signature sheet and a revised Appendix A.

3.3 The Parties may agree to extend the Term of this Agreement for one (1) additional term of five (5) years. Not later than March 1, 2021, each Party shall notify the other Parties of its desire to extend the Agreement for an additional five (5) years. The Parties that indicate a desire to extend the Term shall be the Parties to the

Agreement after June 30, 2021; Parties that do not indicate a desire to extend will be deemed to have elected to terminate their participation in the Agreement. Subsequent extensions shall require an amendment to this Agreement pursuant to Section 11 below.

4. Procedure for Requesting and Supplying Aid

4.1 A Requesting Party that needs aid or assistance in excess of or supplementing its own Resources to respond to an emergency may request aid from any Party to this Agreement. Requests for aid shall identify (1) the basis or need for Resources, (2) the Resources needed, and (3) the estimated period of time during which such mutual aid shall be required.

4.2 After a Party receives a request for aid or assistance, the Party's Authorized Designee will promptly evaluate whether it is able to supply the Requesting Party with Resources. Following that evaluation, the Authorized Designee will promptly inform the Requesting Party whether it can supply Resources to aid the Requesting Party. If the Authorized Designee fails to respond within 48 hours, the request for aid or assistance will be deemed rejected.

4.3 To the extent the Aiding Party is able to supply the Requesting Party with Resources, the Authorized Designee will promptly inform the Requesting Party of: (1) the type and quantity of Resources it can supply; (2) the approximate arrival time of those Resources; (3) any special requirements the Requesting Party will need to utilize the Resources; and (4) any variations from the reimbursement provisions of this Agreement for said Resources.

4.4 In all instances, the Aiding Party shall render such mutual aid as it is able, taking into consideration the Aiding Party's commitments and operational obligations within its own jurisdiction. The Aiding Party shall be the sole judge of what mutual aid it is able to furnish to the Requesting Party.

4.5 The Aiding Party's Authorized Designee retains the right at any time to withdraw from the Requesting Party some or all of its Resources upon 24 hours-notice to the Requesting Party's Authorized Designee.

5. Obligations as Parties

5.1 Each Party shall have its Solid Waste Department Director (or equivalent), or his/her designee, serve on an informal committee comprised of such representatives of the Parties to this Agreement. The committee shall:

5.1.1 Meet at least annually to exchange the information required under Subsection 5.2;

5.1.2 Discuss any changes that may be needed for this Agreement;

5.1.3. Identify an Authorized Designee, or the Authorized Designee's delegate from each Party, including 24-hour contact information, and maintain relatively current Resource information made available by the Party for mutual aid response. The Party's Authorized Designee shall be the contact person when a Requesting Party requires mutual aid;

5.1.4. Undertake all other responsibilities set forth in this Agreement; and

5.1.5. Conduct other actions as necessary to implement this Agreement.

5.2. In order to expedite the ability to obtain required insurance, within sixty (60) days of the Effective Date and at least annually thereafter, each Party shall send to the other Parties' designated committee members a list of its available Inventory and, for Equipment that may be made available by the Parties in implementing this Agreement, the following information:

5.2.1. Vehicle Identification Number (VIN).

5.2.2 Make/model.

5.2.3 Estimated value of the Equipment.

5.2.4 Registered owner of the Equipment.

5.2.5 Any special license or certification required to operate the Equipment.

5.2.6 Size of the trailer, if any, necessary to transport the Equipment.

5.3 The Requesting Party agrees that it will be responsible for any Minor Damage, Moderate Damage, or Severe Damage, including theft of Resources or fire damage, as well as any regular maintenance required to said Equipment and Inventory while in its care. A joint inspection will be conducted by the Requesting Party and Aiding Party at the time of pickup and drop-off of the Equipment and Inventory.

5.3.1 Any repairs for Minor Damage or Moderate Damage shall be approved by the Aiding Party prior to the start of the repair of the Equipment and Inventory.

5.3.2 Equipment and Inventory with Severe Damage must be returned to the Aiding Party for reconstruction or replacement, at the Requesting Party's cost.

5.4 Subject to Subsection 5.4.2 below, the Parties agree that only the Requesting Party's employees or the Aiding Party's employees are permitted to operate the Equipment supplied by an Aiding Party. No third parties are permitted to operate the Equipment.

5.4.1 Regardless of whether the Equipment will be operated by employees of the Requesting Party or Aiding Party, the Parties agree that the employee operating the Equipment will be qualified, based on training and experience, and licensed as may be required by State Law and the Federal Motor Carrier Regulations, to operate said Equipment.

5.4.2 Each Party shall inform the other Party if only that Party's employees may operate Equipment supplied by said Party.

5.5 Execution of this Agreement does not create a duty for any Party to provide aid or assistance to another. When a Party receives a request for assistance, the Authorized Designee will have absolute discretion to determine (1) whether Resources are available, and (2) whether to provide assistance to the Requesting Party. An Authorized Designee's decisions on the availability of Resources and whether to provide the requested assistance will be final and not subject to legal challenge.

6. Reimbursement Procedures

6.1. The Aiding Party must inform the Requesting Party of its intention to be reimbursed its Costs before supplying Resources to the Requesting Party; failure to do so shall prevent the Aiding Party from requesting reimbursement of its Costs from the Requesting Party for the time period beginning when the Resources are provided and ending on the actual date of notice of intent to be reimbursed. Notwithstanding the preceding, there is a presumption of Cost reimbursement for: (1) any Equipment provided for in excess of five (5) business days; or (2) Inventory or Supplies that are consumed through use by the Requesting Party, unless otherwise agreed between the Requesting Party and the Aiding Party in writing.

6.2 If the Aiding Party timely informs the Requesting Party of its intention to be reimbursed for its Costs for the supplied Resources, the Requesting Party shall reimburse the Aiding Party for all Costs when any mutual aid requested is supplied.

6.2.1 The Requesting Party shall reimburse the Aiding Party after receipt of an itemized invoice and documentation of all allowable costs of labor, equipment, and materials. The Parties will use equipment rates based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates unless otherwise agreed in advance in writing.

6.2.2 In the event the Resources to be supplied are not included in the schedule of FEMA equipment rates, the Aiding Party must provide such rates for those particular Resources in writing to the Requesting Party and the Parties must mutually agree, in writing, to those rates prior to the Resources being supplied.

6.3 While any Resources are in the care, custody and control of the Requesting Party, the Requesting Party shall be responsible for any physical damage or loss to the Resources, normal wear and tear excepted. The Requesting Party shall be solely responsible for all safety inspections of any Resources during the period of use.

6.4 Notwithstanding any other provision of this Agreement, the Requesting Party must reimburse the Aiding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable Supplies. The Aiding Party will not charge direct fees or rental charges to the Requesting Party for other Supplies and reusable items that are returned to the Aiding Party in a clean, damage-free condition. The Aiding Party and the Requesting Party will treat reusable Supplies that are returned to the Aiding Party with damage as expendable Supplies for purposes of Cost reimbursement.

6.5 The Aiding Party must provide an itemized invoice to the Requesting Party for all Costs and expenses it incurred as a result of providing assistance under this Agreement. The Aiding Party will submit the itemized invoice to the Requesting Party no later than ninety (90) days following the end of the period of assistance. The Requesting Party will pay the full amount due no later than forty-five (45) days following the invoice date. Any amount that the Requesting Party leaves unpaid after 45 days will accrue interest at the statutory annual interest rate of 10% pursuant to A.R.S. § 44-1201.

6.6 Both Requesting and the Aiding Party must provide notice to all potential disposal sites that the Equipment is being used by the Requesting Party to ensure proper billing.

7. Indemnification

Each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims result in vicarious or derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. This indemnification shall survive termination of this Agreement or the termination of the participation of any of Party.

8. Worker's Compensation Claims

Each Party will be responsible for any injuries which may occur to its own Staff during the course of rendering mutual assistance pursuant to this Agreement. In accordance with A.R.S. § 23-1022, each Party will be deemed the primary employer and will have sole responsibility for the payment of worker's compensation benefits to its respective Staff. Each Party will comply with the notice provisions of A.R.S. § 23-1022(E).

9. Notice of Claim or Suit

A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement will provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

10. Insurance

Each Party will bear the risk of its own actions, as it does with its operations, and determine for itself what kinds of insurance, (including self-insurance), and in what amounts, it should carry. Nothing herein will act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Party may enjoy.

11. Amendment

This Agreement may be modified only by a written amendment approved by the governing body of each Party.

12. Dispute Resolution

12.1. The Parties agree that, notwithstanding the existence of a dispute between or among the Parties, insofar as is possible under the terms of this Agreement, each Party shall continue to perform the obligations that are required of it and that are not related to the dispute.

12.2. This Agreement shall not be construed or interpreted to prohibit a Party from seeking injunctive relief for the preservation of property.

12.3. In the event of a dispute, the Parties agree to use arbitration to the extent required under A.R.S. § 12-133 and A.R.S. § 12-1518.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision therefore shall be instituted only in the courts of Maricopa County, Arizona.

14. Severability

If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to obtain the practical benefits of this Agreement. If any law or court of competent jurisdiction prohibits or excuses any Party from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Party to take such action at its discretion, if such a construction is permitted by law. In accordance with the provisions of A.R.S. § 41-194.01, should the Attorney General give notice to any Party that any provision of this Agreement violates state law or the Arizona Constitution, or that it may violate a state law or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from this Agreement and the Parties shall, within ten (10) days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s). If the Parties are unable to negotiate a resolution to any issues related to the severed provision(s), the Parties may terminate this Agreement in accordance with the provisions hereof.

15. Headings

Section headings are inserted in this Agreement solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

16. E-Verify

To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Failure by any Party to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement. To the extent authorized under A.R.S. § 44-4401, each Party shall have the right to inspect the papers of each of the others, their subcontractors, or any employee of either who performs work hereunder for the purpose of ensuring that the other party or subcontractor is in compliance with the warranty set forth in this provision.

17. Non-Appropriation

Notwithstanding any other provision in this Agreement, any Party may withdraw from this Agreement if for any reason the Party's governing body does not appropriate sufficient monies for the purposes of this Agreement. In such event, a withdrawing Party will have no further obligation to the other Parties other than for payment for services rendered prior to withdrawal.

18. Compliance with Laws

Each Party will comply with all federal, state and local laws, rules regulations, standard and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the Parties, the performance of the Agreement and any disputes hereunder. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply but do not require an amendment of this Agreement.

19. Jurisdiction

Nothing in this Agreement will be construed as otherwise limiting or extending the legal jurisdiction of any Party. Nothing in this Agreement is intended to confer any rights or remedies to any person or entity that is not a Party under this Agreement.

20. Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

21. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Israel

Each Party certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in A.R.S. § 35-393, of Israel.

[SIGNATURES ON FOLLOWING PAGES]

Appendix A

1. City of Mesa
2. City of Avondale
3. Town of Gilbert
4. City of Peoria
5. City of Phoenix
6. Town of Queen Creek
7. City of Scottsdale
8. City of Tempe

CITY OF MESA, a municipal corporation

By *Christopher J. Brady*
Title City Manager
Date 2/01/17

ATTEST:

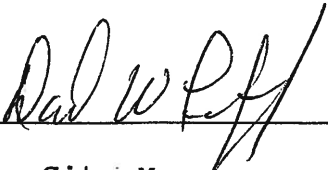
Dee Ann Mickelsen
City Clerk



APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Mesa

[Signature]
City Attorney

CITY OF AVONDALE, a municipal corporation

By 
Title City Manager
Date 1/18/2017

ATTEST:


City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Avondale


City Attorney

TOWN OF GILBERT, a municipal corporation

By John Daniels
Title Mayor
Date 12/15/16

ATTEST:

2. m. / d
Town Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
Town of Gilbert

Michael H. L.
Town Attorney

CITY OF PEORIA, a municipal corporation

By Cathy Carlat

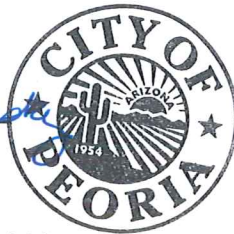
Title Mayor

Date 1/14/2017

ATTEST:

Ruonda Germaine

City Clerk



APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Peoria

Stephen Bung
City Attorney

ORDINANCE S-43848

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITIES OF MESA, AVONDALE, GLENDALE, TEMPE, SCOTTSDALE, PEORIA AND THE TOWN OF QUEEN CREEK TO PROVIDE MUTUAL AID IN EMERGENCIES FOR WASTE COLLECTION AND TRANSPORTATION.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. The City Manager or his designee is authorized to enter into an IGA with the Cities of Mesa, Avondale, Glendale, Tempe, Scottsdale, Peoria and the Town of Queen Creek to provide mutual aid in emergencies for waste collection and transportation. The initial term of the IGA is one year, effective on the date of execution through December 31, 2018, with four one-year options to extend. The IGA may contain other necessary terms and conditions.

PASSED by the Council of the City of Phoenix this 30th day of August, 2017.

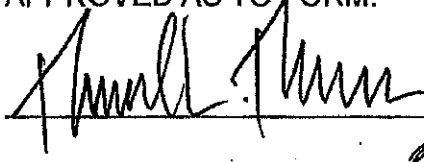
ATTEST:

C. Meyer City Clerk

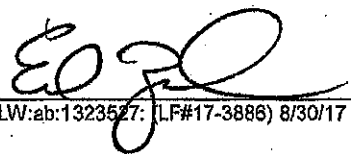
[Signature]
MAYOR



APPROVED AS TO FORM:


Acting City Attorney

REVIEWED BY:


City Manager

SLW:ab:1323527: (LF#17-3886) 8/30/17

TOWN OF QUEEN CREEK, a municipal corporation

By John
Title Town MANAGER
Date 2/7/17

ATTEST:

Jennifer Robinson
Town Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
Town of Queen Creek

[Signature]
Town Attorney

RESOLUTION NO. 10714

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING INTERGOVERNMENTAL AGREEMENT NUMBER 2017-036-COS WITH MULTIPLE CITIES AND TOWNS FOR WASTE COLLECTION AND TRANSPORTATION MUTUAL AID

WHEREAS, the Arizona Revised Statutes Section 11-951, *et seq.*, provide that public agencies may enter into intergovernmental agreements for joint operation or cooperative action; and

WHEREAS, Article 1, Section 3-1 of the Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

WHEREAS, the participating jurisdictions desire to provide procedures to request and supply resources for waste collection and transportation aid or other assistance for emergencies to one another; and

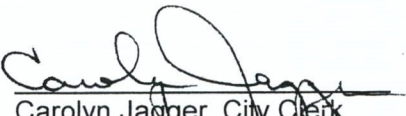
WHEREAS, it is beneficial to the City to establish in advance procedures by which the City may grant or receive assistance from other jurisdictions in times of emergent need;

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

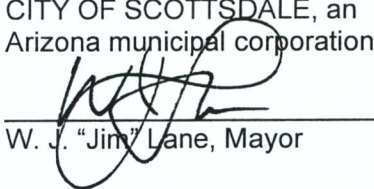
Section 1. W .J. "Jim" Lane, Mayor, is hereby authorized and directed to execute, on behalf of the City of Scottsdale, Intergovernmental Agreement number 2017-036-COS for the purpose of mutual aid of waste collection and transportation with those cities, towns, or other municipalities that may also resolve to enter the same.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 21st day of February, 2017.

ATTEST:

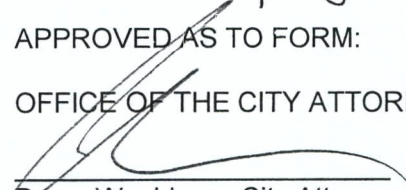

Carolyn Jagger, City Clerk

CITY OF SCOTTSDALE, an
Arizona municipal corporation

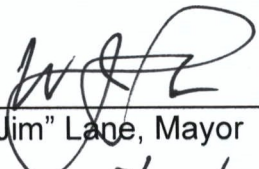

W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY


Bruce Washburn, City Attorney
By: Eric C. Anderson, Senior Assistant City Attorney

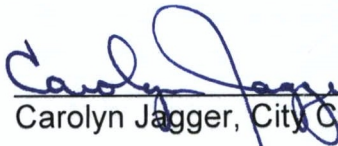
CITY OF SCOTTSDALE, an Arizona municipal corporation



W. J. "Jim" Lane, Mayor

Date 2/23/2017

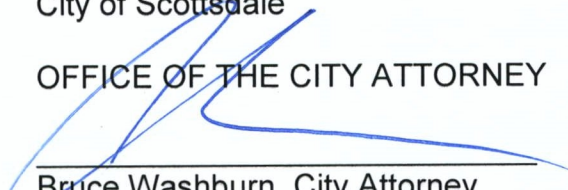
ATTEST:



Carolyn Jagger, City Clerk

APPROVED AS TO FORM and within
the power and authority granted
under the laws of Arizona to the
City of Scottsdale

OFFICE OF THE CITY ATTORNEY



Bruce Washburn, City Attorney
By: Eric C. Anderson, Senior Assistant City Attorney

RESOLUTION NO. R2017.44

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TEMPE ARIZONA TO APPROVE AND AUTHORIZE
THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL
AGREEMENT FOR WASTE COLLECTION, EQUIPMENT
AND TRANSPORTATION MUTUAL AID.**

WHEREAS, the Cities of Tempe, Phoenix, Gilbert, Avondale, Peoria, Queen Creek and Scottsdale. Tempe, Phoenix, Peoria, Scottsdale, and Queen Creek have determined that mutual participation in the creation of an agreement for waste collection and transportation mutual aid would be beneficial to all parties; and

WHEREAS, all parties would mutually benefit from entering into an intergovernmental agreement setting forth the terms and conditions under which these obligations and responsibilities will be undertaken; and

WHEREAS, the parties are authorized to enter into an Agreement pursuant to Arizona Revised Statutes, sections 11-951 – 954, and the Tempe City Charter, section 1.03;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF TEMPE, ARIZONA, HEREBY:**

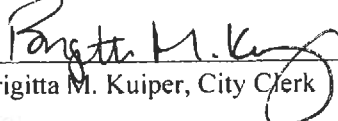
Section 1: Grants approval of the Intergovernmental Agreement for Waste Collection and Transportation Mutual Aid (IGA).

Section 2: Authorizes and directs the Mayor, or his designated representative, to sign the IGA upon its approval as to form by the City Attorney or designated representative, and the City Clerk is authorized and directed to attest to the signature of the Mayor thereon.

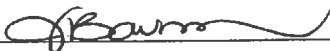
**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE,
ARIZONA, this 23 day of March, 2017.**


Mark W. Mitchell, Mayor

ATTEST:


Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:


Judith R. Baumann, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: Water Resource
Management
Staff Recommendations: None

Contact Person: Terry Lowe, DIRECTOR - WRM
District: Internal

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

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations of \$400,000 from Rancho Gabriela Arsenic Treatment capital project dollars (P71230) to Water Asset Replacement capital (A71010) to re-sleeve Royal Ranch well; Resolution # 2019-129.

Motion:

I move to approve Resolution # 2019-129.

Background:

The Rancho Gabriela Arsenic Treatment expansion came in under budget. The Royal Ranch well has been offline waiting for a scheduled re-casing planned as part of asset replacement next year. Advancing the re-casing allows the well to be placed in service sooner, relieving strain on wells currently operating to make up for the loss of production.

Objective Analysis:

The Royal Ranch Well casing has begun to lift the filter pack along with the water that is pumped from the ground. Re-casing the well is a standard practice to allow the well to be placed back in service. Without re-casing, a new well would need to be drilled at a significantly higher cost.

Policy Compliant:

This item is policy compliant as it relates to the City's financial policies for transferring funds and maintaining the City's assets.

Financial Impact:

The one-time actual costs with this approval of the well re-sleeve will be based on service contracts to install the sleeve that will be within the approved budget authority for FY20 in an amount estimated at \$400,000 . There are no additional operating costs or revenue expected with this item.

Budget Impact:

If approved, this item will amend the FY2020 adopted budget by moving appropriation in the amount of \$400,000 from the Rancho Gabriela capital project # P71230 to the Water Asset Replacement capital

project #A71010 to re-sleeve the Royal Ranch well and amending the FY2020 Operating and Capital List of Items Over \$50,000. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

1. Res. 2019-129 Royal Ranch Well-Final
-

RESOLUTION # 2019-129

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF \$400,000 FROM WATER CAPITAL PROJECT P71230 TO WATER ASSET REPLACEMENT CAPITAL PROJECT A71010 AND AMENDING THE FISCAL YEAR 2020 CAPITAL AND OPERATING LIST OF ITEMS OVER \$50,000 TO ALLOW THE WATER RESOURCE MANAGEMENT DEPARTMENT TO RE-SLEEVE THE ROYAL RANCH WELL.

WHEREAS, project P71230 Rancho Gabriela Arsenic Treatment has identified savings of \$400,000 within the project;

WHEREAS, the Royal Ranch well casing has developed holes and has begun to pump gravel with the water;

WHEREAS, to protect the well casing and pumps to ensure proper operations of the well it is necessary to re-sleeve the well;

WHEREAS, the Water Resource Management Department wishes to transfer project savings from the Rancho Gabriela Arsenic Treatment project to Water asset replacement in order to re-sleeve the Royal Ranch well and ensure proper operations;

WHEREAS, the FY2020 budget was adopted by Council Resolution #2019-75 on June 4, 2019;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2019 through June 30, 2020.

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-129**Exhibit A**

1. Appropriation - Re-Sleeve Royal Ranch Well Currently the casing for the Royal Ranch Well has developed holes and is pumping gravel. This transfer will allow the department to re-sleeve the well casing and eliminate the gravel pumping. This is an asset replacement item, and to ensure we remain on plan with the current list of asset replacements this transfer is necessary. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Water Utility Capital	Water Resource Management	#A71010 Asset Repl_Water	E	\$770,000	\$400,000	\$1,170,000
Water Utility Capital	Water Resource Management	#P71230 SPA 1 Rancho Gabriela WSF-Arsenic	E	\$1,042,300	(\$400,000)	\$642,300
Expense Total				\$1,812,300	-	\$1,812,300

2. List of Capital Items Over \$50,000 - Council approved Fiscal Year 2020 Capital Items Over \$50,000. This resolution provides authorization to add \$400,000 to project A71010 Water Asset Replacements for the current Fiscal Year 2020 Capital Items Over \$50,000.

Reference#	Description	Current Amount	Increase/ (Decrease)	Amended Amount
20231	Asset Replacement Water (A71010)	\$770,000	\$400,000	\$1,170,000
20239	SPA 1 Rancho Gabriela WSF – Arsenic (P71230)	\$1,123,627	(\$400,000)	\$723,627



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: Water Resource
Management
Staff Recommendations: None

Contact Person: Terry Lowe, DIRECTOR - WRM
District: Internal

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

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations of \$230,000 from the Digester Modification project (P71250) to TTHM Consent Order capital project (P71290) of \$150,000 and \$80,000 to advance the design of SPA2 influent line project (P71400); Resolution # 2019-130.

Motion:

I move to approve Resolution # 2019-130.

Background:

The TTHM Consent Order project is required in order to comply with State and Federal reclaimed water quality standards at the SPA1 Water Reclamation Facility (WRF). Construction costs associated with this project have increased over the three-year time frame this project has been under design and construction. With approval of this item the project is anticipated to be complete by the end of this fiscal year.

This SPA2 WRF influent pipeline will connect the City operated membrane (MBR) plant and the PERC plant currently being operated by the Asante development. When the PERC plant is turned over to the city, the city will then have the ability to combine the two plants into one operation. The design and construction are currently planned for FY21, by advancing the design the City will be able to be better prepared to streamline operations between both facilities.

Objective Analysis:

The TTHM consent order must be completed in order to avoid penalties imposed by the Arizona Department of Environmental Quality.

By advancing the design of this planned project, WRM will be able to streamline operations at the SPA2 WRF.

Policy Compliant:

This item is policy compliant as it relates to the City's financial policies for transferring funds and meeting deadlines related to the TTHM consent order from the Arizona Department of Environmental

Quality. And improving operating efficiencies within the department.

Financial Impact:

The actual costs of the infrastructure improvements for the TTHM consent order will be based on service contracts to complete the improvements; the anticipated one-time expenditures are estimated at \$1,004,700. The actual one-time cost to design the influent line at SPA2 will also be based on a contract for design and is estimated at \$80,000.

Budget Impact:

If approved, this item will amend the FY2020 adopted budget by reallocating appropriation in the amount of \$230,000 from the Digester Modification capital project #P71250 to the TTHM Consent Order project #P71290 in the amount of \$150,000 and \$80,000 to the SPA2 Influent line project #P71400. This action will also amend the FY2020 Operating and Capital List of Items Over \$50,000 by the adding the necessary authority to these projects. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

There is no FTE's associated with this item.

ATTACHMENTS:

1. ADEQ Consent Order APP-02-17 FINAL
 2. Res 2019-130 BA for TTHM and SPA2 Influent Line-Final-2
-



**BEFORE THE DIRECTOR OF THE
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**

In the Matter of:

SPA-1 Water Reclamation Facility located at
11401 N. 136th Avenue, Surprise, Maricopa
County, Arizona 85379

Inventory Number P-102478

CONSENT ORDER

Docket No. APP-02-17

I. RECITALS

- A. City of Surprise ("Surprise") is the owner and operator of SPA-1 Water Reclamation Facility (WRF) located at 11401 N. 136th Avenue, Surprise, Maricopa County, Arizona.
- B. Bob Wingenroth is a representative of Surprise and certifies that he is fully authorized to execute this Consent Order on behalf of Surprise and to legally bind Surprise to this Consent Order.
- C. The Director of Arizona Department of Environmental Quality (ADEQ) has jurisdiction of this action's subject matter and is authorized to issue this Consent Order pursuant to the Arizona Revised Statutes (A.R.S.) §§ 49-261, and 41-1092.07(F)(5).
- D. Surprise agrees that the Director of ADEQ has jurisdiction of this action's subject matter.
- E. This Consent Order contains the full terms of the agreement between Surprise and ADEQ.
- F. Surprise voluntarily agrees to this Consent Order based only on the terms contained in the Consent Order.
- G. Surprise understands that agreeing to this Consent Order does not resolve any liability that it may have for civil penalties for a violation of any State or Federal environmental law.
- H. Surprise understands that agreeing to this Consent Order does not mean it admits to any civil or criminal liability, or waive any right or assertion of any defense available to Surprise under applicable law.
- I. Surprise does not admit the validity of any Agency Determinations and Findings contained in this Consent Order.

Initials RLW

- J. Except in a proceeding to implement or enforce this Consent Order, both ADEQ and Surprise retain the right to dispute the validity of any Agency Determinations and Findings contained in this Consent Order in any future proceeding.
- K. Except as stated in Recital J, Surprise agrees to the terms of this Consent Order and agrees not to dispute the validity or terms of this Consent Order in any future proceeding.

II. AGENCY DETERMINATIONS AND FINDINGS

The Director makes the following Agency Determinations and Findings that Surprise has violated a requirement of A.R.S., the Arizona Administrative Code (A.A.C.), or an ADEQ issued permit, as described below:

A. APP Permit P-102478 – Section 4.2 Table IB – Reclaimed Water Monitoring

Table – Class A+

The permittee shall conduct reclaimed water monitoring according to Section 4.2, Table IB.

A review of the Self Monitoring Report Forms (SMRFs) submitted to ADEQ by Surprise determined that Surprise reported exceedances of a discharge limit (DL) of 23 MPN for single sample maximum values for daily monitoring of fecal coliform at sampling point #4 on four occasions during the first quarter of 2017. The reported values ranged from 34 MPN to 200 MPN.

B. APP Permit P-102478 – Section 4.2 Table IB – Reclaimed Water Monitoring Table – Class A+

The permittee shall conduct reclaimed water monitoring according to Section 4.2, Table IB.

A review of the SMRFs submitted to ADEQ by Surprise determined that Surprise did not meet the permit requirement of non-detect for 4 of 7 samples for fecal coliform for reclaimed water at sampling point # 4 on eight occasions during the first quarter of 2017.

C. APP Permit P-102478 – Section 4.2 Table IA – Routine Discharge Monitoring Table IA.

The permittee shall conduct routine discharge monitoring according to Section 4.2, Table IA.

A review of the SMRFs submitted to ADEQ by Surprise determined that Surprise reported exceedances of a DL of 23 MPN for single sample maximum values for daily monitoring of fecal coliform at sampling point #4 (combined discharge from Plant I, II, II, IV, and V) on four occasions during the first quarter of 2017. The reported values ranged from 34 MPN to 200 MPN.

D. APP Permit P-102478 – Section 4.2 Table IA – Routine Discharge Monitoring Table IA.

The permittee shall conduct routine discharge monitoring according to Section 4.2, Table IA.

A review of the SMRFs submitted to ADEQ by Surprise determined that Surprise did not meet the permit requirement of non-detect for 4 of 7 samples for fecal coliform for routine discharge monitoring at sampling point # 4 (combined discharge from Plant I, II, II, IV, and V) on two occasions during the first quarter of 2017.

E. APP Permit P-102478 – Section 4.2 Table II –Groundwater Monitoring Table II.

The permittee shall conduct groundwater monitoring for Volatile and Semi-Volatile Organic Compounds according to Section 4.2, Table II.

A review of the SMRFs submitted to ADEQ by Surprise determined that Surprise reported exceedances of an Aquifer Quality Limit (AQL) of 0.1 mg/l for Trihalomethanes (TTHM) at POC Well #2 during the first half and the second half of year 2016. The reported values were 0.147 mg/l and 0.153 mg/l respectively.

III. COMPLIANCE SCHEDULE

ADEQ has established the compliance requirements. ADEQ and Surprise have agreed on the completion deadlines. Surprise agrees to comply with the provisions of this Consent Order as follows:

1. Upon the effective date of this Order, Surprise shall complete all the tasks stated in the Compliance Schedule - A under ATTACHMENT – A, by the corresponding deadlines stated in the Compliance Schedule – A, incorporated by reference into this Order.

IV. STATUS REPORTS

- A. Surprise agrees to submit a written status report to ADEQ every 60 calendar days beginning 60 days from the effective date of this Consent Order, until this Consent Order terminates. Each written status report must:
 1. Describe what measures have been taken under Section III of this Consent Order;
 2. Certify when compliance with the requirements of Section III of this Order are achieved;
 3. Be accompanied by evidence showing compliance, as appropriate. Evidence showing compliance can include documents, photographs, or copies of any other supporting information that Surprise deems necessary.
- B. ADEQ will review the status reports and inform Surprise in writing of any disputes. Surprise must incorporate all required modifications, changes or other alterations that ADEQ requests within a reasonable time specified by ADEQ.

V. COMPLIANCE WITH OTHER LAWS

- A. This Consent Order does not include issues regarding releases, contamination, sources, operations, facilities or processes not expressly stated by the terms of this Consent Order, and does not interfere with the rights that the State of Arizona or Surprise have under any federal or Arizona environmental statutes and rules regarding such issues.
- B. This Consent Order is not a permit of any kind, does not modify any permit of any kind, nor is it an agreement to issue a permit of any kind under federal, state or local law.
- C. This Consent Order does not alter, modify or revoke federal, state, or local law.
- D. This Consent Order is not a defense to any action to enforce any such permits or laws.
- E. Surprise has an obligation to:
 1. Apply for, obtain, and comply with all applicable permits.
 2. Comply with federal, state or local law.
 3. Comply with the terms of this Consent Order.

VI. SITE ACCESS

Upon presenting credentials to authorized personnel on duty, ADEQ may at any time enter the premises at the Facility in order to observe and monitor compliance with the provisions of this Consent Order. This right of entry is in addition to ADEQ's rights under applicable law.

VII. CORRESPONDENCE

- A. Surprise shall send all correspondence, such as documents, materials, plans, notices, or other items under this Consent Order, to:

Arizona Department of Environmental Quality
Water Quality Division
Attention: Nirupma Bhatia, Enforcement Officer
1110 West Washington Street
Phoenix, Arizona 85007-2935
Telephone: (602) 771-4479
Email: nb3@azdeq.gov

- B. Any submission to ADEQ is treated as submitted when ADEQ receives it.

- C. ADEQ shall send all correspondence under this Consent Order to:

Christine Nuñez
Environmental Manager
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470
Telephone: (623) 222-7035
Email: Christine.Nunez@surpriseaz.gov

VIII. RESERVATION OF RIGHTS

- A. ADEQ agrees to this Consent Order based solely upon currently available information. If additional information is discovered, which indicates that the actions under this Consent Order are or will be inadequate to protect human health, safety, or the environment, or to conform with applicable federal or state laws, ADEQ has the right to require further action.
- B. ADEQ has the right to:
1. Seek civil penalties for any and all violations of A.R.S. Title 49 or the applicable rules, occurring before the effective date of this Consent Order;

2. Disapprove Surprise's work that fails to comply with this Consent Order;
3. Take enforcement action for any and all violations of this Consent Order; and,
4. Take enforcement action for any and all violations of A.R.S. Title 49 or the applicable rules, occurring after the effective date of this Consent Order.

IX. VIOLATIONS OF ORDER

If Surprise fails to comply with this Consent Order, Surprise can be liable for other administrative or judicial sanctions, including civil penalties under A.R.S. §49-262, the same as if for a violation of any State or Federal environmental law.

X. SEVERABILITY

If a court of law declares that any provision of this Consent Order is invalid or unenforceable, all other provisions of this Consent Order remain in full force and effect.

XI. MODIFICATIONS

Any modifications of this Consent Order must be in writing and Surprise and ADEQ both must approve the modifications.

XII. EFFECTIVE DATE

The effective date of this Consent Order is the date this Consent Order is signed by ADEQ and Surprise. If ADEQ and Surprise sign on different dates, the later date is the effective date of this Consent Order.

XIII. PARTIES BOUND

Surprise is responsible, and will remain responsible, for carrying out all activities required under this Consent Order, regardless of change in ownership, corporate status, or partnership status, or transfer of assets or real or personal property relating to the subject of this Consent Order, unless:

- A. The Party to whom the right, title, or interest has been sold, transferred, or assigned agrees in writing to fulfill the obligations of this Consent Order; and,
- B. ADEQ approves the provisions transferring the obligation.

XIV. TERMINATION

- A. ADEQ will notify Surprise in writing that this Consent Order is ended when ADEQ determines that Surprise has demonstrated that all of the terms of this Consent Order have been completed or satisfied.
- B. If ADEQ denies Surprise's request for termination, ADEQ will notify Surprise in writing and describe which terms of the Consent Order have not been completed to ADEQ's satisfaction.
- C. ADEQ reserves the right to terminate this Consent Order unilaterally at any time for any reason, but will notify Surprise in writing as to the reason(s) for termination.

Signed this 11th day of July, 2017.



David Dunaway, Section Manager
Ground Water Section
Water Quality Division
Arizona Department of Environmental Quality

CONSENT TO ORDER

Bob Wingenroth, on behalf of Surprise acknowledges that he has read all of the Consent Order.

Bob Wingenroth agrees:

- A. With the statements made,
- B. To this Consent Order with the Arizona Department of Environmental Quality, and,
- C. That Surprise will comply with Consent Order and waive any right to appeal.

Signed this 10 day of July, 2017.



Bob Wingenroth, City Manager
City of Surprise

ORIGINAL of this Consent Order was sent certified mail, return receipt requested, this 12th
day of July, 2017, to:

Bob Wingenroth, City Manager
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

CC: on:
Arizona Department of Environmental Quality
Office of Administrative Counsel
Attention: Hearing Administrator
1110 West Washington Street
Phoenix, Arizona 85007-2935

Curtis Cox, Chief Counsel
Environmental Enforcement Section
Office of the Attorney General
1275 West Washington Street
Phoenix, Arizona 85007

David Dunaway, Manager, Groundwater Section, WQD, ADEQ
David Lelsz, PhD, Manager, Inspections & Compliance Unit, GWS, WQD, ADEQ
Nirupma Bhatia, Enforcement Officer, Inspections & Compliance Unit, WQD, ADEQ

Bob England, Director
Maricopa Department of Health Services
3003 W. Thomas Road
Phoenix, AZ 85017

Compliance Schedule – Attachment A

Surprise will address the fecal coliform exceedances:

1. Within two hundred and ten (210) days of the effective date of the Consent Order, Surprise shall submit to ADEQ a plan, including the appropriate method to reduce the levels of fecal coliform in the effluent and the timeframes by which the appropriate method shall be implemented. ADEQ shall review the plan submitted by Surprise, and provide written comments to Surprise. Surprise shall respond to the comments by ADEQ within the timeframes prescribed by ADEQ. The approved plan shall be incorporated by reference into the Consent Order.
2. If the appropriate method determined in the approved plan above does not require an amendment to APP permit P-102478, Surprise shall complete implementation of the appropriate method to reduce the levels of fecal coliform by the timeframes prescribed in the approved plan.
3. If the appropriate method determined in the approved plan above requires an amendment to APP permit P-102478; within sixty (60) days of the decision to use the appropriate method, Surprise shall submit to the Water Quality Groundwater Section of ADEQ an administratively complete application for an Amendment to APP # P-102478 for installation of the appropriate treatment process for reducing the levels of fecal coliform in the effluent. Surprise shall respond to the deficiencies in the amendment application within the timeframes prescribed by ADEQ.
4. Surprise shall complete the installation of the appropriate treatment process for reducing the levels of fecal coliform in the effluent by the timeline provided in the amended APP # P-102478.
5. Within one hundred and eighty (180) days of implementation of the approved method or installation and completion of the treatment process and equipment, Surprise shall demonstrate to ADEQ compliance with the APP DLs for fecal coliform for two consecutive quarters.

Surprise will address issues related to point of compliance wells:

1. Within thirty (30) days of completion of Construction of POC Well #2 Surprise shall submit to ADEQ: a) an Engineer's Certificate of Completion (ECOC); and b) well installation report including the well registration # from ADWR.
2. Within two hundred and ten (210) days of the effective date of the Consent Order, City of Surprise shall submit to ADEQ, an Evaluation Report for POC Well #1 to determine if the well is screened across the water table to adequately monitor potential impacts to the water table from effluent discharges. The Evaluation Report shall include the following information:
 - a) Screen interval of the POC well reported
 - As depth in feet below land surface (ft bls) and
 - As elevation in feet above mean sea level (ft amsl)
 - b) Recent depth to groundwater in the well
 - c) Hydrograph of POC wells showing depth to water trends
 - d) Evaluation of aquifer to determine if POC well is in confined aquifer
 - e) Evaluation on appropriateness of current well
 - f) Proposed course of action – the existing POC well is appropriate or POC well to be replaced or reconstructed.

RESOLUTION # 2019-130

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF \$230,000 FROM WASTEWATER CAPITAL PROJECT P71250 TO WASTEWATER CAPITAL PROJECT P71290 (\$150,000) AND ESTABLISH A NEW CAPITAL PROJECT P71400 INFLUENT LINE SPA2 PLANTS (\$80,000) AND AMENDING THE \$50,000 LIST TO ALLOW THE WATER RESOURCE MANAGEMENT DEPARTMENT TO COMPLETE CONSTRUCTION REQUIREMENTS ASSOCIATED WITH THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) CONSENT ORDER FOR TTHM AND ADVANCE THE DESIGN PHASE OF THE SPA2 INFLUENT LINE FOR OPERATIONAL EFFICIENCIES.

WHEREAS, project P71250 will be titled and re-scoped to meet the needs of SPA1 plant operations;

WHEREAS, the Department needs to complete the construction associated with the ADEQ consent order for TTHM compliance;

WHEREAS, the Department has planned in the rate study for FY21 capital project SPA2 Influent Line design and construction project P71400;

WHEREAS, the Department wishes to advance the project design into FY20 to start the design of the influent line between the two plants located in SPA2 which will allow for operational efficiencies;

WHEREAS, the FY2020 budget was adopted by Council Resolution #2019-75 on June 4, 2019;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2019 through June 30, 2020.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-130

Exhibit A

1. Appropriation - Construction modifications necessary associated with the consent order from ADEQ related to TTHM levels. Design an influent line associated with the two water reclamation facilities associated with SPA2. The City is under a consent order from ADEQ to complete modifications to its operations in order to bring our TTHM into compliance with regulatory standards. This budget modification will allow for completion of construction associated with the consent order. By designing and constructing (in the future) an influent line between the two it will allow the department to optimize efficiencies in operations at the SPA2 location. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer Utility Capital	Water Resource Management	#P71290 Consent Order TTHM	E	854,700	150,000	1,004,700
Sewer Utility Capital	Water Resource Management	#P71400 SPA2 Influent Line	E	-	80,000	80,000
Sewer Utility Capital	Water Resource Management	#P71250 Digester Modifications/SPA1	E	465,600	(230,000)	235,600
Expense Total				1,320,300	-	1,320,300

2. List of Capital Items Over \$50,000 - Council approved Fiscal Year 2020 Capital Items Over \$50,000. This resolution provides authorization to add \$150,000 to project P71290 Consent Order for TTHM, and establish a new item for SPA2 Influent Line Design of \$100,000 to the current Fiscal Year 2020 Capital Items Over \$50,000.

Reference#	Description	Current Amount	Increase/ (Decrease)	Amended Amount
20256	SPA2 Influent Line	-	\$100,000	\$100,000
20244	Consent Order TTHM (P71290)	\$897,435	\$150,000	\$1,047,435



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019

Contact Person: Paul Bernardo, DIR-
GOV&COMM PTNRSP

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a sponsorship agreement with the Surprise Pops Band.

Motion:

I move to approve the sponsorship agreement with the Surprise Pops Band.

Background:

Thirty-five years ago a handful of musicians gathered in a garage to enjoy themselves making band music entailing polkas, show tunes, vocal selections, and much of the repertoire of the modern and days-gone-by concert bands. Today the band has grown to about 100 members and plays free concerts in the West Valley that are attended by thousands every year, including full houses at the Performing Arts Center in Surprise.

In an effort to continue offering free public concerts, the Surprise Pops Band would like to continue their partnership with the City as a sponsor. They will continue the tradition of holding concerts at no charge to the community.

Objective Analysis:

The Surprise Pops Band performs free concerts in Surprise and surrounding community. They collect canned food donations which are distributed by the Valley View Community food bank to those in need. Their musicians are talented and their concerts are well attended.

A very low cost sponsorship would enable the City of Surprise to re-brand this successful cultural organization.

Policy Compliant:

This action is compliant with City and Council Policies.

Financial Impact:

Annual Sponsorship up to \$1,600 would be managed out of the City Manager's budget for FY20. This expenditure will occur each year through FY21. Sponsorship funding will be managed out of the HSCV

budget beginning in FY21.

Budget Impact:

Funds for this sponsorship are available in the City Manager's Office Administration Professional Services budget up to \$1,600. The sponsorship will cover printing and facility use costs of the Valley Vista Performing Arts Center.

FTE Impact:

This item does not impact the overall full-time equivalent count.

ATTACHMENTS:

1. Surprise Pops Band Agreement.2019.SIGNED
-

**COOPERATION AND SPONSORSHIP
AGREEMENT BETWEEN
THE CITY OF SURPRISE, ARIZONA
AND
SURPRISE POPS BAND**

Agreement Number: _____

THIS AGREEMENT is made between the CITY OF SURPRISE, an Arizona municipal corporation (the "City") and, SURPRISE POPS BAND, a 501(c)(3) nonprofit organization (the "Band"). The City and the Band are collectively referred to herein as the "Parties." This Agreement is dated, October __, 2019, and is entered into and made effective this ____ day of _____, 2019 ("Execution Date"), by and between the City and the Band. The Parties agree as follows:

RECITALS:

WHEREAS, the City desires to promote local cultural events and provide residents and visitors with opportunities to hear live music; and

WHEREAS, the Band provides free local concerts that benefit needy local residents by encouraging the donation of food items to a local food bank; and

WHEREAS, the City wishes to promote and assist the Band in carrying out its mission to serve the community;

WHEREAS, the Parties had previously entered into a 2016 agreement that expired on June 30, 2018; and

WHEREAS, the Parties now desire to enter into this Agreement in accordance with the terms herein;

NOW, THEREFORE, in consideration of the promises, conditions and covenants contained herein, the City and the Band mutually agree as follows:

1. Term of Agreement. This Agreement is effective as of the date the last party executes the Agreement. The term of this Agreement will end on June 30, 2021. This Agreement upon written consent of the parties will renew for a period of 2 years.
2. Support Provided by the City. The City will provide assistance to the Band in an amount not to exceed \$1,600 annually with the following support services:
 - 2.1. Facility Rental. The City will rent the Valley Vista High School Performing Arts Center ("PAC") for the Band to hold free public concerts, including one rehearsal before each concert. At least six months before any anticipated concert at PAC, the Band will inform the City of the dates on which it wishes to hold such concerts. Because PAC is owned and operated by a third party, the City does not guarantee that PAC will be available for the Band's use on any given date.

- 2.2. Printing. The City will support the Band for costs associated with printing promotional materials in advance of one or more of the Band's free concerts. Payments will be made directly to the vendors.
3. The Band's Obligation. The Band will provide the following:
- 3.1 Free Local Concerts. The Band will continue to provide free live local concerts to Surprise residents and visitors that benefit needy local residents through the donation of food items to a local food bank. At least six months before any anticipated concert at PAC, the Band will provide the City with dates on which it wishes to hold such concerts.
- 3.2 Surprise POPS Band. The Band will maintain its legal name as the "Surprise Pops Band," and will keep updated its website and all promotional materials accordingly.
4. Exclusive City-Sponsored Band. The parties agree that the Band will be the only pops band officially sponsored by the City.
5. Use of City Name and Logo Subject to City Review. The City reserves the right to review all promotional materials, including but not limited to fliers, correspondence, websites, and video and audio recordings to ensure that the Band uses the City's logo or name in a manner acceptable to the City. The Band agrees to cooperate with the City to alter any uses of the City's name or logo if requested by the City.
6. Indemnification. To the fullest extent permitted by law, the Band will indemnify, defend, and hold harmless the City and its council members, officers, boards, commissions, officials, employees, or agents (collectively the "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party 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 any of the following: any Band event at PAC; entering into this Agreement; the negligent acts of an Indemnified Party; and/or the negligent or willful acts of the Band, its officers, employees, or agents in the performance of this Agreement. In consideration of this Agreement, the Band agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the acts of the Band. The amount and type of insurance coverage required by this Agreement will in no way be construed as limiting the scope of the indemnity in this section.
7. Cancellation.
- 7.1. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or

creating this Agreement on behalf of the City or any of its departments or agencies is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement subject.

7.2. Fund Appropriation Contingency. The Band understands that the continuation of this Agreement is subject to the budget of the City. The City cannot assure that the funding for this Agreement will be approved in the future. In such event, the City may terminate this Agreement.

7.3. Termination for Convenience. This Agreement may be terminated by either party for any reason or no reason whatsoever.

8. General Liability Insurance. The Band must maintain its own insurance coverage. The policy must include bodily injury, property damage, personal injury, and broad form contractual liability coverage in the following minimum amounts.

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

8.1. The policy must be endorsed to include the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Band.

8.2. The policy must contain a waiver of subrogation against the City of Surprise and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from acts performed by or on behalf of the Band.

8.3. The Band's insurance coverage will be primary insurance with respect to all other available sources. Coverage provided by the Band may not be limited to the liability assumed under the indemnification provisions of this Agreement.

8.4. Each insurance policy required by this Agreement must provide the required coverage and may not be suspended, voided, canceled, or reduced. The Band must provide the City with prompt notice if the insurance is suspended, voided, cancelled, or reduced.

9. Applicable Law; Venue. In the performance of this Agreement, the Band will abide by and conform to any and all laws of the United States, the State of Arizona, and the City of Surprise, including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act, and any other federal or state laws applicable to this Agreement. This Agreement is governed by the laws of the State of Arizona

and suit pertaining to this Agreement may be brought only in courts in the State of Arizona in Maricopa County.

10. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Band.
11. 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.
12. Entire Agreement; Interpretation; Parol Evidence. 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.
13. Assignment. No right or interest in this Agreement may be assigned by the Band without prior written permission of the City, signed by the City Manager. No delegation of any duty of the Band may be made without prior written permission of the City, signed by the City Manager. Any attempted assignment or delegation by the Band in violation of this provision is a breach of this Agreement by the Band.
14. No partnership created. Nothing in this Agreement will be construed to place the parties in the relationship of partners or joint-venturers. The Band is not an agent of the City, and has no power or authority to bind or obligate the City. The Band agrees to not represent to third parties that it is a partner with, or agent of the City.
15. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will accrue on the commencement of such action and will be enforced whether or not such action is prosecuted through judgment.
16. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement must be in writing. Notices will be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or (iv) delivered by facsimile transmission to the number set forth below or at such other address, and to the attention of such

other person or officer, as any party may designate in writing by notice duly given pursuant to this section.

To the City: City of Surprise
16000 North Civic Center Plaza
Surprise, Arizona 85374-7470
Facsimile: 623-222-1021
Attn: Michael Frazier, City Manager

With Copy to: Surprise City Attorney's Office
16000 North Civic Center Plaza
Surprise, Arizona 85374-7470
Facsimile: 623-222-1101

If to the Band: Surprise Pops Band
12321 North Grand Avenue
El Mirage, Arizona 85335

Notices are deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party will mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

17. Public Records. The Band acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Band understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by the Band, the City agrees to provide the Band with notice of that request. Within ten (10) days of such notice, the Band must inform the City in writing of any objection by the Band to the disclosure of the requested information. Failure by the Band to object timely will waive the Band's ability to object under this section and will waive any remedy against the City for disclosure. In the event The Band objects to disclosure within the time specified, the Band agrees to handle all aspects related to the request including properly communicating with the requestor and timely responding with information. Furthermore, the Band agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with

the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments assessed against the City. This provision will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date the last party signs.

For the City

For the Band

By: _____
Mayor

Date: _____

By:  _____

Title: **Vice President**

Date: **10/6/19**

APPROVED AS TO FORM:

City Attorney's Office



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: Police
Staff Recommendations: None

Contact Person: Terry Young, POLICE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations in the amount of \$5,000 within the Grants Fund and acceptance of an award from the AZ Department of Homeland Security (AZ DOHS) to support the purchase of equipment and training costs; Resolution # 2019-132.

Motion:

I move to approve Resolution # 2019-132.

Background:

The AZ Department of Homeland Security has awarded the City of Surprise funding for training and equipment associated with this grant. The grant provides \$18,000 for travel and training and \$22,000 for equipment to be used to assist the Police Department's tactical team dealing with various situations it may encounter locally, as well as regionally, as part of the UASI program.

Objective Analysis:

This grant allows the Police Department to pay for tactical training for our officers and to supplement the equipment available to the tactical team. The training and equipment greatly improves the team and their ability to address, mitigate and resolve critical incidents.

The time spent managing the grant (i.e. scheduling, tracking, and reporting) is not covered by the grant.

Policy Compliant:

The grant objectives are consistent with City and Council policy and the practice of supplementing the General Fund budget through use of grant funds when reasonable to do so. In addition, acceptance and utilization of these grants funds will better prepare the City to deal with unusual circumstances in the future and this is consistent with City and Council policy and practice of preparation.

Financial Impact:

This one-time grant award includes \$18,000 for travel and training and \$22,000 for operating equipment. There is no City match requirement.

Budget Impact:

The FY2020 adopted budget included \$35,000 in project FFY19 AZDOHS G31222 in anticipation for the AZ DOHS grant. Additional appropriation for a total of \$5,000 will be reallocated from contingency in order to reflect the actual total awarded amount of \$40,000 to project G31222 (\$3,000 to Travel and Training and \$2,000 to Equipment). This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

This item does not impact the overall full-time equivalent count.

ATTACHMENTS:

1. 190822-01 SPD CBRNE Award
 2. 190822-01 SPD CBRNE Subrecipient Agreement
 3. 190822-01 SPD CBRNE Budget
 4. 190822-01 SPD CBRNE EHP Letter
 5. 190822-01 SPD CBRNE Project Administration
 6. 19.10.03 Res 2019-132 CBRNE Sustainment Grant from ADHS (2)
-



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 20, 2019

Police Chief Terry Young
Surprise Police Department
14250 Statler Plaza Suite 103
Surprise, AZ 85374-7481

Subject: FFY 2019 Homeland Security Grant Program Award
Subrecipient Agreement Number: **190822-01**
Project Title: **CBRNE Sustainment, FFY19, Surprise PD**

Dear Police Chief Terry Young ,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**CBRNE Sustainment, FFY19, Surprise PD**" has been **partially funded** under the 2019 Urban Area Security Initiative Grant Program for **\$40,000**. The grant performance period is **October 1, 2019 to September 30, 2020**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2019 federal award date as indicated in the U.S. DHS award package is 9/01/2019 with a total amount of funding of \$23,862,500. The Federal Award Identification Number is EMW-2019-SS-00002-S01.

To access your award documentation:

Log-in to <https://azdohs.gov/user>. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2020, this award is rescinded and the funds will be reallocated.**



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2019. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink, reading "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director

SUBRECIPIENT AGREEMENT

19-AZDOHS-HSGP-190822-01

Between

The Arizona Department of Homeland Security

And

Surprise Police Department (DUNS# 021648936)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Surprise Police Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2019** and shall terminate on **September 30, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"CBRNE Sustainment, FFY19, Surprise PD"** and funded at **\$40,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2019-SS-00002-S01 and CFDA #97.067:

- a. Provide up to **\$40,000** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the Subrecipient shall be for only the amount of dollars actually spent by the Subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. APPLICABLE STANDARDS AND REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website

<https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic

Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)
- d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990 and the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. 100.201).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent and ability to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association

("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. A party invoking the right to terminate shall provide written thirty (30) day advance notice of the termination and the reasons for it to the other party.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met, then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Subrecipient.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)



Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security

State Homeland Security Program



Director Gilbert M. Orrantia

Training - Budget Detail Worksheet

Surprise Police Department

190822-01

Training Title: National Tactical Officers Association Annual Training Conference

Training Description: This conference offers a variety of training seminars, certification courses, and debriefs of incidents that provide attendees with enhanced skills as well as a knowledge of best practices, legal considerations, and incident management skills necessary to detect, deter, and mitigate the effects of terror related crime and complex coordinated attacks.

Travel Item Description: Hotel, flight, and Per Diem for three operators to attend the conference.

Workshops / Conference Item Description: tuition and conference fees for operators

<i>Backfill/Overtime</i>		<i>Supplies</i>		<i>Contract/Consult</i>		<i>Travel</i>		<i>Wkshp/Conf</i>		<i>Total</i>	
<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>
\$0	\$0	\$0	\$0	\$0	\$0	\$3,200	\$3,200	\$1,500	\$1,500	\$4,700	\$4,700

Training Total for Surprise Police Department Subrecipient Agreement Number 190822-01 - *Requested: \$20,620 Approved: \$18,000*

Training Item 1 of 5



Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security

State Homeland Security Program



Director Gilbert M. Orrantia

Training - Budget Detail Worksheet

Surprise Police Department

190822-01

Training Title: Texas Tactical Officers Association Conference

Training Description: This conference offers a variety of training seminars and debriefing of incidents that provide attendees with enhanced operational skills as well as knowledge of best practices, legal considerations, and incident management in dealing with mass casualty incidents, terror related threats, and complex coordinated attacks. This conference also allows operators to gain a broader perspective of how tactical teams and incident command is being conducted in other regions of the United States through networking and exposure.

Travel Item Description: Travel expenses related to hotel, flight, and per diem

Workshops / Conference Item Description: Tuition for operators to attend conference and break out sessions.

<i>Backfill/Overtime</i>		<i>Supplies</i>		<i>Contract/Consult</i>		<i>Travel</i>		<i>Wkshp/Conf</i>		<i>Total</i>	
<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>
\$0	\$0	\$0	\$0	\$0	\$0	\$4,300	\$3,500	\$1,200	\$1,200	\$5,500	\$4,700

Training Total for Surprise Police Department Subrecipient Agreement Number 190822-01 - *Requested: \$20,620 Approved: \$18,000*

Training Item 2 of 5



Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security

State Homeland Security Program



Director Gilbert M. Orrantia

Training - Budget Detail Worksheet

Surprise Police Department

190822-01

Training Title: FETT Breaching School

Training Description: This training will assist the team in maintaining current capabilities which are necessary to support our regional CBRNE / RRT response to terror incidents and complex coordinated attacks.

Workshops / Conference Item Description: Tuition for school and certification

<i>Backfill/Overtime</i>		<i>Supplies</i>		<i>Contract/Consult</i>		<i>Travel</i>		<i>Wkshp/Conf</i>		<i>Total</i>	
<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,200	\$3,200	\$3,200	\$3,200

Training Total for Surprise Police Department Subrecipient Agreement Number 190822-01 - Requested: **\$20,620** Approved: **\$18,000**

Training Item 3 of 5



Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security

State Homeland Security Program



Director Gilbert M. Orrantia

Training - Budget Detail Worksheet

Surprise Police Department

190822-01

Training Title: National Tactical Officers Association Advanced Negotiations Training

Training Description: This advanced negotiations school provides training, skills, and legal considerations for negotiators and team leaders who will be working within an incident command structure and who will be required to provide negotiation and intelligence gathering skills in a hostage crisis involving both international and home grown terror suspects.

Travel Item Description: Travel expenses related to Hotel, flight, and Per Diem

Workshops / Conference Item Description: Tuition costs for negotiators to attend

<i>Backfill/Overtime</i>		<i>Supplies</i>		<i>Contract/Consult</i>		<i>Travel</i>		<i>Wkshp/Conf</i>		<i>Total</i>	
<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>
\$0	\$0	\$0	\$0	\$0	\$0	\$1,780	\$1,780	\$1,140	\$1,140	\$2,920	\$2,920

Training Total for Surprise Police Department Subrecipient Agreement Number 190822-01 - Requested: **\$20,620** Approved: **\$18,000**

Training Item 4 of 5



Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security

State Homeland Security Program



Director Gilbert M. Orrantia

Training - Budget Detail Worksheet

Surprise Police Department

190822-01

Training Title: Public Agency Training Council Hostage Negotiations Conference

Training Description: This conference will assist in Sustaining Surprise SWAT / CNT current capabilities to support our regional CBRNE / RRT in mitigating the effects of a mass casualty, terror, or complex coordinated attack resulting in hostage barricade crisis.

Travel Item Description: Travel expenses related to hotel, flight, and Per Diem

Workshops / Conference Item Description: Tuition for conference attendance

<i>Backfill/Overtime</i>		<i>Supplies</i>		<i>Contract/Consult</i>		<i>Travel</i>		<i>Wkshp/Conf</i>		<i>Total</i>	
<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>	<u>Requested</u>	<u>Awarded</u>
\$0	\$0	\$0	\$0	\$0	\$0	\$3,100	\$1,280	\$1,200	\$1,200	\$4,300	\$2,480

Training Total for Surprise Police Department Subrecipient Agreement Number 190822-01 - Requested: **\$20,620** Approved: **\$18,000**

Training Item 5 of 5



Governor Douglas A. Ducey

State of Arizona

Department of Homeland Security

State Homeland Security Program



Director Gilbert M. Orrantia

Equipment - Budget Detail Worksheet

Surprise Police Department

190822-01

AEL #	Item Description	Qty Requested	Total Requested	Qty Approved	Total Approved
06CP-03-PRAC	Communication Headset	2	\$1,500	2	\$1,500
12VE-00-MISS	UTV	1	\$18,999	1	\$18,999
07CD-01-DPMG	Multi-Gas Detector	1	\$2,433	1	\$1,501
20TE-00-NTRY	Breaching System	1	\$10,000	0	\$0
03OE-01-CTAC	Wireless Throw Phone Solution	1	\$18,000	0	\$0
TOTAL:			\$50,932		\$22,000

Displaying 1 - 5 of 5 Equipment Items



Governor Douglas A. Ducey

State of Arizona
Department of Homeland Security
State Homeland Security Program



Director Gilbert M. Orrantia



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

Subject: FFY 2019 Homeland Security Grant Program Award - EHP Level A Review
Subrecipient Agreement Number: **190822-01**
Project Title: **CBRNE Sustainment, FFY19, Surprise PD**

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. Any change of scope to the project will require additional EHP review and consideration. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

Project Administration Page

Grant #: **190822-01**

Subrecipient: **Surprise Police Department**

Project Title: **CBRNE Sustainment, FFY19, Surprise PD**

Grant Program: **Urban Area Security Initiative**

1. Unit of Government: **Surprise Police Department**

Point of Contact: **Mark Filler**

Subrecipient Address:

Street: **14250 Statler Plaza Suite 103**

City/State/Zip: **Surprise, AZ 85374-7481**

Head of Agency: **Police Chief Terry Young**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone #: **(623) 222-4020**

E-mail Address: terry.young@surpriseaz.gov

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities**

5. Total Dollar Amount Requested: **\$71,552** Total Dollar Amount Awarded: **\$40,000**

This form is to be signed and returned.

Project Administration Page

Grant #: **190822-01**

Subrecipient: **Surprise Police Department**

Project Title: **CBRNE Sustainment, FFY19, Surprise PD**

Grant Program: **FFY 2019 Homeland Security Grant Program Award**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact:

Mark Filler

Print Name

Signature

Date

AZDOHS Staff:

Susan Dzbanko

Print Name

Signature

Date

Award Funded as Follows:

	Requested Totals	Awarded Totals
Equipment	\$50,932	\$22,000
Training	\$20,620	\$18,000
Exercise	\$0	\$0
Planning	\$0	\$0
Organization	\$0	\$0
M & A	\$0	\$0
Award Total	<u>\$71,552</u>	<u>\$40,000</u>

This form is to be signed and returned.

RESOLUTION # 2019-132

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF \$5,000 WITHIN THE GRANTS FUND FOR THE RECEIPT OF GRANT FUNDING FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY.

WHEREAS, the Arizona Department of Homeland Security has awarded the City of Surprise Police Department a Federal Fiscal Year 2019 CBRNE (Chemical, Biological, Radiological, Nuclear and Explosives) Sustainment grant in the amount of \$40,000 to strengthen CBRNE detection, response and decontamination capabilities;

WHEREAS, the City desires to accept the grant funding from the Arizona Department of Homeland Security in the above amount totaling \$40,000;

WHEREAS, the FY2020 budget was adopted by Council Resolution #2019-75 on June 4, 2019;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, budget authority for this grant was included in the FY2020 budget in the amount of \$35,000; therefore, \$5,000 in additional budget authority will need to be reallocated from the Grants Contingency Fund to this FFY19 AZDOHS UASI grant in order to align with the total amount awarded; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2019 through June 30, 2020.

Section 2. The City is hereby authorized to accept the grant funding from the Arizona Department of Homeland Security to strengthen CBRNE detection, response and decontamination capabilities under the Urban Area Security Initiative Program in the amount of \$40,000. The City Manager, or his designees, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A **RESOLUTION # 2019-132**

1. Appropriation - 1. Appropriation - The allocations below represents a reallocation of appropriations in the amount of \$5,000 from contingency within the Grants Fund to the FFY19 AZDOHS UASI project within the Grants Fund to establish a budget that aligns with the amount awarded for the AZDOHS UASI project for a total of \$40,000, and to cover projected expenses the Police Department's tactical team may encounter locally, as well as regionally, as part of the UASI program. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31222 FFY19 AZDOHS UASI	E	35,000	5,000	40,000
Grants	General Operations	Contingency	E	23,665,500	(5,000)	23,660,500
Grants	General Operations	Other	R	24,129,900	(5,000)	24,124,900
Grants	Police	#G31222 FFY19 AZDOHS UASI	R	35,000	5,000	40,000
Expense Total				23,700,500	-	23,700,500
Revenue Total				24,164,900	-	24,164,900



CITY OF SURPRISE Regular City Council Meeting

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

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

Agenda Wording:

Consideration and action pertaining to approval of a Master License Agreement for Verizon Wireless, under Case FS19-692.

Motion:

I move to approve the Master License Agreement for Verizon Wireless, under Case FS19-692.

Background:

On January 16, 2018 the City Council approved a Zoning Text Amendment allowing for State mandated Small Wireless Facilities ("SWFs") in City Rights-Of-Ways. Before submitting for the individual facilities, the Wireless Provider must submit for a Master License for all SWFs proposed by said provider. The language of the Master license was approved by staff and the City Council as part of the Zoning Text Amendment approved in January 16, 2018.

Objective Analysis:

The City Council has adopted the attached Master License to govern the use of City-Owned right-of-way for the placement of SWFs by a Wireless Services Provider as defined by the Arizona Revised Statutes ("ARS"), Section 9-591, et seq., Chapter 9, Title 8, entitled "Use of Public Highways by Wireless Providers ("Title 8"). These terms are effective as of August 9, 2017, and may be amended only upon approval of the City Council. These Terms work together with Section 122-105 of the Surprise Municipal Code for the City of Surprise.

Policy Compliant:

The Surprise General Plan 2035 Land Use Element identifies Wireless facility design, orientation, and access. The Verizon Wireless SWFs will positively address each requirement as much as State and Federal Law permit.

Financial Impact:

This item will generate application and annual use fees for the rights-of-way, but otherwise does not have a direct financial impact, however all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. FS19-692 - Verizon Master License - 110519
-

City of Surprise

WIRELESS PROVIDER MASTER LICENSE FOR WIRELESS FACILITIES LOCATED WITHIN ROW

This Master License is made and entered into this ____ day of, 20 ____ ("Effective Date"), by and between the City of Surprise, an Arizona municipal corporation ("City") and Verizon Wireless (VAW) a LLC corporation ("Licensee"), for the use of City rights-of-way.

1. **Master License.** This Master License is issued to Licensee to conduct the Permitted Uses in compliance with those documents entitled "City of Surprise Wireless Facilities Terms and Conditions" ("Terms and Conditions"). The Terms and Conditions are attached as Exhibit "A" hereto and are incorporated by reference. Capitalized terms used in this Master License shall have the same meaning described for them in the Terms and Conditions unless otherwise indicated herein. **LICENSEE WARRANTS AND REPRESENTS THAT LICENSEE HAS READ AND AGREES TO THE TERMS AND CONDITIONS.**
2. **Preliminary Site Plan Approval and Permit Application.** Licensee certifies that any information it submits to the City with any Preliminary Site Plan or Permit Application will accurately set forth and depict the location of the Wireless Support Structure it desires to use for Wireless Facilities in the Right-of-Way and the specific Permitted Uses Licensee desires on each Support Structure, including all Licensee Facilities. Licensee also certifies that all work by Licensee or its contractor in the Right-of-Way shall comply with this Master License.
3. **LICENSEE'S INITIAL INFORMATION.** Unless and until Licensee provides notice otherwise:
 - a. Licensee's network operations center phone number is:
(800) 264-6620
 - b. Licensee's address for notices: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921
 - c. Licensee's billing address for routine billing invoices:
Verizon attn: Network Real Estate w/copy to: Verizon
180 Washington Valley Road Attn: Network Real Estate
Bedminster, NJ 07921 126 W. Gemini
Tempe, AZ 85283
4. **Term; Termination.** The Term of this Master License shall commence on the Effective Date and continue for a term of ten (10) years and may be renewed for an additional term of ten (10) years
5. **Fees.** Licensee shall pay the applicable fees as adopted by resolution of the City Council, as set forth in the Terms and Conditions and listed herein as Exhibit "B."

6. **Approvals.** It is understood and agreed that Licensee's ability to use Wireless Support Structures in the Right-of-Way is contingent upon it obtaining all of the certificates, permits, and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State, or local authorities. Licensee shall obtain such Governmental Approvals prior to commencing work in the Right-of-Way. In the event that Licensee is not able to obtain such Governmental Approvals or not able to obtain them in a satisfactory manner, or that the approved location is no longer technically compatible for its use, Licensee shall have the right to terminate this Master License. Notice of Licensee's exercise of its right to terminate shall be given by Licensee to the City in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All rentals paid to said termination date shall be retained by City. Upon such termination, this Master License shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to City.
7. **Compliance with Law.** Licensee acknowledges that this Master License does not constitute, and the City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Licensee with regard to) any law, ordinance, power, regulation, tax, assessment, or other legal requirement now or hereafter imposed by the City or any other governmental body upon or affecting Licensee's use of the Use Area.
8. **Notices.** All notices, requests, demands, and other communications under this Master License shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

City of Surprise

16000 North Civic Center Plaza
Surprise, Arizona 85374-7470
Attention: City Manager
623.222.1100

Licensee: Verizon Wireless (VAW) LLC

Address: 180 Washington Valley Road

Address: Bedminster, NJ 07921

Attention: Network Real Estate

Phone: 800 - 264 - 6620

SIGNATURES ON FOLLOWING PAGE

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____ 20__.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Internal Use Only

Received By: _____ Date: _____

Master License Number: _____

Exhibit A

City of Surprise Terms and Conditions for Wireless Facilities located within Rights-Of-Way.

The City of Surprise City Council adopted the following Terms and Conditions (the “Terms”), by Ordinance No. 2018-01 on January 16, 2018, to govern and regulate the use of City-owned utility, traffic, and street light poles and rights-of-way for the placement, operation, and maintenance of Wireless Facilities (“WF” or “WFs”), pursuant to Section 704 of the Federal Telecommunications Act of 1996 and Arizona Revised Statutes (“A.R.S”), Title 9, Sections 9-591, *et seq.*, and any other applicable law, regulation, or policy (collectively, the “Telecommunications Laws”). These Terms are effective as of March 15, 2018, and may be amended only upon approval of the City Council. These Terms shall be and are incorporated by reference into and are part of every Site License for Wireless Services approved and issued by the City.

RECITALS

- A. The City, in its governmental capacity, owns or holds a legal interest in public roads, streets, alleys, and public utility easements located in Surprise (collectively, the “ROW”). The City is responsible for management of the ROW within its municipal boundaries. Pursuant to A.R.S. §§ 9-240, 9-276, and 9-582, the City has exclusive control of the ROW.
- B. The City owns various street lights, traffic signals, utility poles, and signage at designated locations within the ROW (referred to herein as a “City Pole” or collectively as “City Poles”).
- C. The City anticipates that one or more Wireless Providers may desire to locate WFs and immediately related equipment at various Sites within the ROW.
- D. Pursuant to the Telecommunications Laws, the City may authorize Wireless Providers to attach a WF, including a Small Wireless Facility (“SWF”), to City Poles located within the ROW, and where permitted, erect Monopoles in the ROW.
- E. All City Poles approved for the location or collocation of WFs and SWFs for private use shall retain their primary governmental purpose, and no WF or SWF shall interfere with those purposes in any way, nor shall the activities of a Wireless Provider create an unreasonably dangerous condition to the public.
- F. The purposes of these Terms are to: (1) promote uniformity in Site Licenses; (2) streamline the preparation and administration of Site Licenses; (3) protect the public health, safety, and welfare; and (4) protect the value of and physical integrity of publicly-owned property and assets.

1. Definitions

Alternative Tower or Wireless Support Structure shall mean an innovative WF design, such as a clock-tower, grain silo, bell tower, false chimney, steeple, flag pole, windmill, and similar mounting structures that camouflage or conceal the presence of a WF.

Antenna shall mean communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing Wireless Services.

Applicable Law(s) shall mean the Federal, State, county, and City of Surprise laws, ordinances, rules, regulations, and permit requirements that apply to the placement, operation, and maintenance of WFs within the City of Surprise.

Authorized Person shall mean the person(s), employee(s), agent(s), consultant(s), or contractor(s) authorized in writing by a Wireless Provider to complete and submit a WF application to the City.

Base Station shall mean the structure or equipment at a fixed location that enables Wireless Services licensed or authorized by the FCC between user equipment and a telecommunications network, including, but not limited to, radio transceivers, Antennas, coaxial or fiber-optic cable, and regular and backup power. A Base Station shall be ground mounted on a concrete slab, located within a building, or placed underground in a vault. The term does not encompass a Tower (as defined herein) or any equipment associated with a Tower.

City Pole shall mean a city-owned street light, traffic signal, signage, or other Utility Pole at designated locations within the ROW.

Collocate or Collocation shall mean to install, mount, maintain, modify, operate, or replace a WTF on, within, or adjacent to a Wireless Support Structure or Utility Pole.

Conceal or Concealment shall mean to design or disguise a WTF to look like something other than a Tower or Base Station.

Enclosure shall mean the enclosure housing the electronic ground equipment shown on the Site Plan.

FCC shall mean the Federal Communications Commission.

Hazardous Substance shall mean any substance, chemical, or waste that is identified as hazardous or toxic in any Applicable Law, including but not limited to petroleum products and asbestos.

Monopole shall mean a Wireless Support Structure composed of a single spire used to support telecommunications equipment and having no guy wires or ground anchors. A Monopole shall not be more than forty (40) inches in diameter at the ground level, and all of the wireless equipment shall be mounted on or contained inside of the pole. "Monopole" includes, but is not limited to, a monopalms, monocactus, monobroadleaf, or monopine.

Permitted Uses shall mean, and is limited to, a Wireless Provider's right to construct, install, operate, maintain, and repair any and all equipment associated with Wireless Facilities to deliver Wireless Services.

RF shall mean radio frequency.

RF Letter shall mean a letter attesting to the Wireless Provider's compliance with FCC RF exposure guidelines from the Wireless Provider's senior internal engineer.

Right-of-Way ("ROW") shall mean, as defined for Wireless Facility Sites in A.R.S. § 9-591(18), the area on, below, or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a Federal Interstate Highway, a State highway or State route under the jurisdiction of the Arizona Department of Transportation ("ADOT"), a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the Wireless Services Provider.

Site shall mean and refer to, for WFs other than those in the ROW, the current boundaries of the property surrounding the WF and any access or utility easements currently related to the Site, and, for other Wireless Support Structures, will mean and be further restricted to, that area in proximity to the structure and to other Transmission Equipment already deployed on the ground.

Site License shall mean a revocable, nonexclusive permission to attach a WF to a City Pole and encroach in the ROW that fully incorporates these Terms, but which does not create or confer any interest in the real or personal property of the City or a third party.

Site Plan shall mean a required plan, to scale, of a project area showing uses and structures, existing and proposed.

Small Wireless Facility ("SWF") shall mean, as defined in A.R.S. § 9-591(19), a WF that may consist of one (1) or more radio receivers, Antennas, interconnected cable, power supply, other associated electronics, and accessory equipment, which are attached to a structure and meet the following parameters:

- (A) All Antennas are located inside an Antenna Enclosure of no more than six (6) cubic feet in volume, or, in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna's exposed elements could fit within an imaginary Enclosure of not more than six (6) cubic feet; and
- (B) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume, or fifty (50) cubic feet in volume if the equipment was ground mounted before February 9, 2018. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, Concealment, telecommunications demarcation box, ground-based Enclosures, battery back-up power systems, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Small Cell Network shall mean a collection of interrelated SWFs designed to deliver personal Wireless Services to the public.

Transmission Equipment shall mean equipment owned or used by the Wireless Provider or by any third party for Permitted Uses in connection with the Wireless Provider's or a third party's installation and operation of a WF pursuant to an individual Site License. Transmission Equipment includes, but is not limited to, radio transceivers, Antennas, coaxial or fiber-optic cable, and regular and back-up power supply. The term includes equipment associated with Wireless Services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Tower shall mean any structure built for the sole or primary purpose of supporting any Antennas and their associated facilities, licensed or authorized by the FCC, including structures that are constructed for Wireless Services, including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Use Area shall mean the area that a Wireless Provider is permitted to use pursuant to an approved Site License. The term “Use Area” includes the area depicted on the Site Plan that shows where the Antenna will be attached to the City Pole or where it will be placed in the ROW, and where the Base Station will be located.

Utility Pole shall mean a pole or similar structure that is used in whole or in part for telecommunications purposes, electricity distribution, lighting, or traffic signals. Utility Pole does not include Monopole.

Wireless Infrastructure Provider shall mean, as defined in A.R.S. § 9-591(23), any person that is authorized to provide telecommunications services in this State and that builds or installs wireless communications transmission equipment, WFs, Utility Poles, or Monopoles, but that is not a Wireless Provider. Wireless Infrastructure Provider does not include a special taxing district.

Wireless Provider shall mean a person or legal entity that provides Wireless Services to the public that is duly licensed by the FCC to provide such services and that holds a valid Site License to use one or more City Poles and the ROW for this purpose.

Wireless Service shall mean any FCC licensed commercial wireless telecommunications services including cellular, personal communications services (PCS), specialized mobile radio (SMR), and enhanced specialized mobile radio (ESMR), as well as unlicensed wireless services, and common carrier wireless exchange access services

Wireless Facility (“WF”) or Wireless Facilities (“WFs”) shall mean, as defined in A.R.S. § 9-591(22):

- (A) Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including both of the following: (i) equipment associated with wireless communications; and (ii) radio transceivers, Antennas, coaxial or fiber-optic cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration.
- (B) Includes Small Wireless Facilities.
- (C) Does not include the structure or improvements on, under, or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber-optic cable that is between Wireless Support Structures or Utility Poles, or coaxial or fiber-optic cable that is otherwise not immediately adjacent to, or directly associated with, an Antenna.
- (D) Does not include Wi-Fi radio equipment or microcell equipment.

2. Licensing Scope, Standards, and Procedures

2.1 License Required. No person or entity shall attach any Antenna or WF to a City Pole, place its Transmission Equipment in the ROW, or erect a Monopole in the ROW without an approved Site License. Placement of any unauthorized facilities on a City Pole or in the ROW without a

Site License shall constitute trespass, and the unauthorized facilities may be removed by the City with any costs incurred for such removal to be reimbursed to the City by the owner of the unauthorized facilities.

2.2 Removal of Unauthorized Facilities. The City may require a Wireless Provider to remove any unauthorized attachment to a City Pole or placement of facilities in the ROW. If the Wireless Provider fails to remove the unauthorized facilities within thirty (30) days after written notice, the City may remove the unauthorized facilities without incurring any liability, including but not limited to liability for interruption of service. The Wireless Provider shall reimburse the City for its actual costs of removal of the unauthorized facilities. The failure of the City to act to remove any unauthorized facilities shall not constitute permission or a *de facto* Site License in any manner nor shall subsequent issuance of a Site License operate retroactively.

2.3 Completed Application Required. An Authorized Representative of a Wireless Provider shall submit a completed application form to the City for a Site License, which application shall be accompanied by a Site Plan(s) for each Site, to the City. Once the Site License application is reviewed and approved, a Site License will be issued by the City. The City Manager/Engineer, or his designee, shall have authority to execute a Site License on behalf of the City.

2.4 Notification to Adjacent Property Owners. Concurrently with submittal of an application, the Wireless Provider shall notify all adjacent property owners and the owners of any residential property located within three hundred feet (300') of each proposed WF site. Such notice shall be by U.S. mail and shall include the project location, address, general description, equipment dimensions, Wireless Provider contact information, and a construction schedule. The Wireless Provider shall include a copy of the notification and the property owner notification list with an attestation of mailing with any application.

2.5 Only Permitted Uses. WFs may be used solely for the Permitted Uses, and Wireless Providers are not authorized to and shall not use the WFs, Site, or Use Area to offer or provide any other services not specified in the Site License. The WFs shall be owned by the Wireless Provider.

2.6 No Changes without City Approval. No approved Site Plan or Site License may be changed unless the City agrees to the change in writing. Any change that is not approved shall be null, void, and of no effect.

2.7 Site License Grants Non-Exclusive Right. A Site License gives the Wireless Provider a non-exclusive right to have WFs occupy space in the ROW and/or on a City Pole (including any replacement City Pole) as shown by an approved location(s) identified on the Site License and authorizes the installation, operation, use, and maintenance of WFs to provide Wireless Services.

2.8 No Ownership or Leasehold Interest. A Site License does not provide the Wireless Provider with any ownership interests in City Poles (including any City Poles that are replaced by the Wireless Provider), real property, or ROW, nor does a Site License constitute an assignment of any of the City's rights to use the public property upon which the WFs are attached or is/are located (other than as expressly provided herein or in the Site License). Additionally, a Site License does not constitute or create a leasehold interest or right to the benefit of any City property or portion thereof.

2.9 Assumption of Risk. The Wireless Provider assumes all risk, costs, and expenses related to the WFs and loss of service that may occur due to damage, destruction, or collapse of any City Pole or due to any incompatibility of the Wireless Provider's use with the City's use, or another user's use, of the City Poles. The Wireless Provider shall be solely responsible for the relocation of any WFs placed on a structure or property not owned by the City or wrongly designated as a City Pole and/or ROW at any time.

2.10 Compliance with Applicable Laws. All WFs shall be designed, installed, and maintained during the term of a Site License in compliance with all Applicable Laws, including Section 122-11 of the City of Surprise Unified Development Code ("SUDC").

2.11 Wireless Provider Sole Cost and Expense. The Wireless Provider shall design, specify, and supply, at its sole cost and expense, all material associated with the installation, operation, and maintenance of the WFs.

2.12 Spare Light and Traffic Signal Poles. Wireless Providers shall purchase and store extra street light and traffic signal poles in anticipation of emergency or routine replacement of such poles utilized by the Wireless Provider or the City. All replacement poles shall be approved by the City prior to installation.

2.13 Blue Stake. To the extent that a Wireless Provider owns any fiber or conduits that will be placed underground, and to the extent that State law requires it, the Wireless Provider shall comply with Arizona Revised Statutes Title 40, Chapter 2, Article 6.3, by participating as a member of the Arizona Blue Stake Center (or other appropriate organization). A copy of the Wireless Provider's proof of membership shall be filed with the City.

2.14 Obtaining Permits. Wireless Providers shall comply with any necessary building permit, traffic control, ROW management requirements, non-City of Surprise utility permits, other permits as required, or other regulatory requirements ("Permits") that apply to the WFs.

2.15 Emergency Operations Permit. Wireless Providers shall apply for and obtain one annual permit for emergency operations (no excavation) occurring within the ROW and/or on City Poles.

2.16 Abandonment. If a Wireless Provider discontinues use of any of its WFs, or any portion thereof, installed under or pursuant to an approved Site License, for a period of ninety (90) consecutive days, the WF shall be deemed to have been abandoned. Upon such abandonment, the Wireless Provider of the WF shall have an additional ninety (90) days to (i) reactive the use of the WF or transfer the WF to another Wireless Provider who makes use of the WF; or (ii) dismantle and remove the WF. Upon removal of the WF, the Site shall be returned to its built or natural state and topography and vegetated consistent with the natural surroundings.

3. Installation and Replacement Poles

3.1 Other Required Permits and Approvals. The zoning processes, building permit processes, ROW management policies, and similar regulatory requirements that apply to the WFs are completely separate from the processes set forth in these Terms. The Wireless Provider's satisfaction of any requirement set forth in these Terms does not substitute for compliance with any other regulatory requirement. Similarly, the Wireless Provider's satisfaction of any other regulatory requirement does not substitute for compliance with any requirement of these Terms. To the extent that regulatory requirements and requirements of these Terms are the same,

compliance with regulatory requirements shall constitute compliance with these Terms and vice versa.

3.2 Inspections. Wireless Providers shall order City of Surprise inspections during and upon completion of installation of any WFs. Installation will be inspected for adherence to Applicable Laws, plan specifications, safe operation, workmanship, aesthetics, and/or interference with street, streetlight, or traffic signal operations. Post-installation inspection of WFs by the City shall be performed within thirty (30) days of installation. In the event that the City objects to the installation, the Wireless Provider will be required to remove the WF and resubmit a design/installation plan. The Pole may not be altered without the City's written permission.

3.3 As-Built Drawings. Wireless Providers shall prepare and maintain As-Built Drawings of all WFs located on City Poles and within the ROW and furnish such record drawings in hard copy and/or electronic format at the City's request. Electronic copies shall be provided in AutoCAD 2014 DWG format or other City-approved electronic format.

3.4 Pole Replacement. Because the City's existing streetlight poles and traffic signed poles are not designed to safely support the additional weight and stress of WFs, Wireless Provider shall be required to provide poles designed to support these facilities to replace existing City Poles prior to attaching WFs. The following will apply:

3.4.1 The Wireless Provider shall pay all costs related to City Pole replacement, including but not limited to replacement, transfer of all existing facilities, and removal and salvage of the existing pole to the City of Surprise. Payment of City Pole replacement costs does not provide the Wireless Provider with any ownership interest in the replaced City Pole. The Wireless Provider shall transfer ownership of all replacement poles to the City.

3.4.2 Any replacement City Pole shall conform to the height restrictions imposed by the City, and the arm height of the street light or traffic signal must conform to the existing arm height of the other street light or traffic signal structures in the adjacent area. The City Pole must also conform to the City of Surprise Supplement to the M.A.G. Uniform Standard Details and Specifications for Public Works Construction.

3.4.3 If the replacement City Pole is damaged by the Wireless Provider or a third-party and needs to be replaced, the Wireless Provider shall repair or replace (if deemed necessary by the City) the City Pole entirely at its expense within fourteen (14) days of discovery of the damage or receiving notice of the damage from the City. If the damage is caused by a third party, the City will reimburse the Wireless Provider for the cost of the repairs or a standard City Pole (if the pole is replaced) within forty five (45) days of the City's receipt of an invoice, but the Wireless Provider shall be responsible for any cost in excess of that amount.

3.4.4 The Wireless Provider may, with the consent of the City, place a temporary WF on a nearby City Pole or within the ROW during replacement. The City disclaims any and all liability to the Wireless Provider for any loss of services resulting from the need to install a temporary WF. Once the City Pole has been replaced, the Wireless Provider may re-install the WF at its sole expense (and the City will install its lighting and signal apparatus and wiring at its sole cost). In the event of localized interruptions (e.g. motor vehicle accidents), the City shall notify the Wireless Provider of the incident after taking any required actions to clear and restore the site. The Wireless Provider shall be responsible for collection of any damages from a third party that caused the damage to any WFs.

3.5 RF Letter. The Wireless Provider shall provide a RF Letter confirming its compliance with FCC Radio Frequency 47 CFR §1.1310 and all other applicable RF emissions laws and regulations (collectively, the “Guidelines”) in effect at the time it submits its completed application. The Wireless Provider shall conduct an initial test for compliance with the Guidelines prior to placing a WF on a City Pole or in the ROW before the WF is activated for Wireless Services. The Wireless Provider shall perform additional tests upon any significant change in the WF on the City Pole or in the ROW. 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 WF attached to the City Pole or in the ROW 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 a WF with the Guidelines, as amended from time to time.

3.6 Notice. The Wireless Provider shall post a notice at each WF site providing a twenty-four (24) hour contact number and, as applicable, a RF emission hazards warning to the extent required by law.

3.7 Payment of Permit and License Fees. All WFs shall be installed and maintained in accordance with the requirements of the National Electric Code, the National Electrical Safety Code, the National Fire Protection Association Standards, the Occupational Safety and Health Administration (“OSHA”), and any other Applicable Laws. All fees, notices, permits, approvals, certifications, and licenses required for the installation, maintenance, and operation of the WFs shall be obtained and paid for by the Wireless Provider, and proof of such shall be provided to the City upon request at no charge prior to the start of work.

3.8 Payment of Utility Charges. The Wireless Provider shall install or cause to be installed a separate electric meter on each City Pole for any utilities used by the Wireless Provider and shall be responsible for payment of all electricity and other utility charges related to the usage of the WF and street light. No secondary power supply (generator or battery; permanent or temporary) may be attached to a City Pole and/or within the ROW without prior written consent of the City pursuant to an approved or amended Site License. Any third-party equipment needed to service the WFs shall require separate permits. In the event of an emergency, maintenance, accident, or condition that causes the City to replace or remove any part of the WF, the Wireless Provider at its sole expense shall be responsible for reconnection of any disconnected utilities.

3.9 Concealment. Wireless Providers shall Conceal, as applicable, all pole-mounted, pad, and ground-mounted equipment used for Permitted Uses with required aesthetic features, such as canisters, screen walls, and landscaping, as approved by the City with each Site License. Concealment shall blend with or enhance the surrounding area with the use of artistic and/or architectural detail and shall take into account scale, form, texture, materials, and color. Concealment features shall be noted on the Site Plan and construction drawings submitted with each application.

4. Maintenance/Modifications

4.1 Maintenance Costs. Maintenance of WFs shall be performed by the Wireless Provider at its sole cost and expense. The Wireless Provider shall obtain the appropriate permits for work in the ROW (Special Use Permit for work on WF; Utility Permit for any work on ground mounted equipment) to access the City Poles and will also need to submit for a Barricade Permit (traffic control permit issued by Traffic Engineering), if applicable.

4.2 Correction of Violations. If the WFs are not placed and maintained in accordance with these Terms, and the Wireless Provider has not corrected any violation within thirty (30) days from its receipt of a written notice from the City (or such longer time as may be reasonable under the circumstances), the City may, at its discretion, correct the violation at the Wireless Provider's expense.

4.3 Approval Required for Modifications. Any upgrade and/or modification to the WFs other than a like replacement shall require specific approval from the City obtained in writing from the City Manager/Engineer or his designee.

5. Interference

5.1 No Interference. WFs shall only be used in a manner that will not cause interference, including, but not limited to, blocking or impeding access to the City Pole, electrical interference, RF interference, or mechanical interference to the City's and other users' use of the Pole, provided that such other users' installation predates the installation of the WFs. If applicable, the City will supply the Wireless Provider with a list of other users on any City Pole together with the respective transmission frequencies thereof.

5.2 Remedy Interference. The Wireless Provider shall not install, operate, or allow the use of equipment, methodology, or technology that may or would interfere with the optimum effective use or operation of the City's existing or future fire, emergency, or other communications equipment, methodology, or technology. The Wireless Provider shall be responsible to ensure compliance with this requirement by all persons using a City Pole or the ROW through or under the Wireless Provider.

5.1.1 In the event any such interference occurs, the Wireless Provider shall (i) remedy such interference as soon as possible but no later than within seventy-two (72) hours after receipt of written notice from the City, if required, or (ii) cease operation of the WFs until such interference is eliminated.

5.1.2 If such interference is not eliminated within the seventy-two (72) hour period, the City will have the right to take all necessary and reasonable steps, at the Wireless Provider's sole cost and expense, to disable the WFs by turning off the power shut off switch to eliminate the interference.

5.3 Installation by the City or Third Parties. The City, or any other subsequent user of the City Pole or surrounding ROW within 500 feet of the Pole, will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference, as measured in accordance with then existing industry standards or the Guidelines, to the then existing equipment of the Wireless Provider.

5.4 No Liability of City for Interference. The City shall not have liability for any interference with the operation of WFs or a Wireless Provider's customer's equipment that may arise in any manner out of the Wireless Provider's use of City Poles or ROW.

6. City's Reserved Rights

6.1 Maintain Poles and Operate City Facilities. The City reserves the right to maintain its Poles and to operate City facilities on City Poles and within the ROW in such manner as will best enable it to fulfill its own service requirements, including but not limited to attachment of additional facilities to City Poles.

6.2 Relocation. If the City deems it necessary to relocate any of the WFs, the City may require the Wireless Provider to relocate the WFs to another location in the ROW that is comparable to the existing location. The Wireless Provider shall perform the relocation work at its own expense. If it fails to do so within 180 day notice, the City may perform any part of the relocation work that has not been performed, and the Wireless Provider shall reimburse City its actual costs incurred in performing relocation work.

6.3 Abandonment of Removal of City Pole(s). The City reserves the right to abandon and remove any City Pole(s). The City shall give the Wireless Provider no less than one hundred eighty (180) days' notice of its intent to abandon a Pole. The City may offer to sell the Pole to the Wireless Provider at the then value thereof in which case the Wireless Provider shall have thirty (30) days from the date of the notice to purchase and remove the Pole. If the Wireless Provider has already paid for the Pole, there will be no charge for the Pole. If the Wireless Provider does not purchase and remove the Pole within the 30-day period, the Site License for the subject City Pole shall terminate, and unless the City notifies the Wireless Provider otherwise, the Wireless Provider shall immediately remove the WFs from the Pole. If the WFs are not timely removed, the City may remove them with no further notice to the Wireless Provider and charge the Wireless Provider for the City's costs incurred. The Wireless Provider shall immediately reimburse the City for these costs upon receipt of a written statement from the City.

6.4 Use by Third Parties. All Site Licenses shall be subject to the privilege to use City Poles as granted by the City to any third parties under prior Site Licenses, franchises, or other permissions, and the City reserves the right to continue, modify, and extend such attachment privileges and to approve future Site Licenses or other permissions authorizing third parties to attach Wireless Service and other facilities to City Poles and install them in the ROW.

6.5 Modify Terms. The City reserves the right to modify these Terms in order to bring them into compliance with Applicable Laws enacted in the future that would necessitate modification of these Terms.

6.6 "AS IS" Condition. The Wireless Provider is responsible for the study and inspection of the City-owned facilities, City Poles, and ROW to be utilized by the Wireless Provider and for determining the fitness for the use intended by the Wireless Provider. The City expressly disclaims all warranties of merchantability or fitness for a particular purpose or absence of hazardous conditions associated with City-owned facilities, City Poles, or the ROW. The Wireless Provider accepts City Poles and the ROW in "AS IS" condition, without representation or warranty of any kind by the City, its officers, agents, or employees, and subject to all Applicable Laws governing the use of City-owned facilities, the City Poles, or ROW for the Permitted Uses allowed by the Site License.

7. Fees

7.1 Schedule of Fees. The Wireless Provider shall pay the City the fees set forth on the Schedule of Fees approved by the City of Surprise City Council on February 6, 2018 by Resolution No. 2018-14. These fees are subject to change by further action of the City Council from time to time. The fees paid and collected by the City shall be consideration for the Wireless Provider's right to use the City Pole(s) or the ROW.

7.2 Application Fee. Wireless Providers shall pay the application fee shown on the Schedule of Fees when a Site License(s) application is submitted to the City.

7.3 Payment of Permit Fees. Wireless Providers shall pay all applicable permit fees at the time of issuance of a construction permit for each Site License, including, but not limited to, all applicable taxes, traffic control fees, and technology fees that are adopted by the City from time to time.

7.4 Payment in Advance. The fees shall be paid to the City in advance, on or before the anniversary date of the effective date of each Site License, without prior demand and without any deduction or offset whatsoever.

7.5 Nonrefundable. All fees paid are non-refundable.

7.6 Payment of Taxes. Wireless Providers shall pay all applicable city, county, and state taxes levied, assessed, or imposed by reason of the Wireless Services provided by the Wireless Provider. Such taxes are in addition to any non-tax amounts paid by the Wireless Provider to the City. The Wireless Provider consents to the disclosure of any and all information reported on the Wireless Provider's transaction privilege tax returns submitted to the City by authorizing and allowing the City's tax collector to release such information to the City Manager/Engineer or designees.

8. Term and Renewal

8.1 Term. A Site License shall be effective as of the date of issuance (the "Effective Date") and unless sooner revoked in accordance with the provisions of Section 14, shall continue in effect for a period of ten (10) years ("Term").

8.2 Renewal. A Site License shall be renewable for additional terms of ten (10) years, so long as the Wireless Provider and WFs are in compliance with these Terms, the Site License, and all Applicable Laws. The Parties shall be deemed to have elected to extend the Term, unless a Party provides written notice to the other Party to the contrary within at least ninety (90) days prior to the end of the original Term.

8.3 Return of Premises. When a Site License either expires or is terminated before expiration of the Term due to revocation or other earlier termination, the Wireless Provider shall be subject to all obligations under these Terms to restore and rehabilitate all City Poles and ROW used for the WFs to their former condition and utility.

8.4 Holding Over. In any circumstances whereby the Wireless Provider would remain in possession or occupancy of the Site or Use Areas after expiration of the Term (as extended, if applicable), such holding over shall not be deemed to operate as a renewal or extension of the Site License(s), but shall only create a use right from month-to-month that may be terminated at any time by the City upon thirty (30) days' written notice to the Wireless Provider, or by the Wireless Provider providing sixty (60) days' written notice to the City.

8.5 Termination by City. Notwithstanding anything contained herein to the contrary, the City shall have the unconditional right, with or without cause, to terminate any Site License for reasons including, but not limit to, street widening, ROW abandonment, or development that may impact the location of the WFs, upon one hundred eight (180) days' written notice given at any time after the first one hundred eighty (180) days.

8.6 Termination by Wireless Provider. The Wireless Provider shall have the unilateral right to terminate any Site License without cause upon thirty (30) days' written notice to the City. However, there is no right to terminate after an event of default by the Wireless Provider has occurred (or an event has occurred that would become a default after passage of time or giving of notice).

9. ROW Use Requirements

9.1 Submittal of Application and Fees. A Wireless Provider shall submit the applicable permit application(s) together with the details, plans, and specifications required for City review and approval, and pay all applicable application, review, and inspection fees prior to any and all construction work performed pursuant to the rights granted under a Site License. The Wireless Provider and/or its contractor(s) shall abide by all stipulations of the Site License(s) and permits issued.

9.2 Denial of Application. The City may approve or deny such permits based on the availability of space at the location(s) sought by the Wireless Provider, safety, and other considerations in accordance with the City of Surprise City Code, applicable ROW construction regulations, and other Applicable Laws. The determination of whether a City Pole or location is available or unavailable for the attachment or placement of a WF or whether Collocation is required shall be within the City's sole, but reasonable discretion.

9.3 Removal of Temporary Facilities. The Wireless Provider and/or its Wireless Infrastructure Provider or other contractor(s) shall, during installation or relocation or removal of WFs, and upon completion of such work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site and public ROW in a safe, neat, and clean condition.

9.4 Responsibility for Use Area. The Wireless Provider and/or its contractor(s) shall be solely and completely responsible for the conditions of any Use Area or Site where WFs are being placed, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all Applicable Laws, including, but not limited to, OSHA regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

9.5 Repair of Damage. If the Wireless Provider damages City property, the Wireless Provider shall promptly, at its own expense, and in a manner acceptable to the City, repair the damage.

10. Traffic Control

10.1 Traffic Control Plan. If applicable, the Wireless Provider shall submit a Traffic Control Plan to Traffic Engineering for approval one week prior to beginning work under a Site License. The Wireless Provider shall not begin work until the Traffic Control Plan is approved by the City. An approved Traffic Control Plan shall be maintained onsite during all phases of work, otherwise work will cease until an approved Traffic Control Plan is present onsite. All traffic shall be regulated in accordance with MAG standards, the City of Surprise Barricade Manual, latest edition, the Manual on Uniform Traffic Control Devices (MUTCD), and any other requirements of the City.

10.2 Responsibility for Traffic Control. The Wireless Provider shall have the full responsibility and liability for traffic control for work performed by the Wireless Provider or its contractors. In

the event the Wireless Provider or its contractor(s) damages any traffic signal equipment, traffic signal conduit, loop detectors, and/or circuits, it shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience, as pre-approved by the City. Any damage caused by the Wireless Provider or its contractor(s) that is repaired by the City will be billed to the Wireless Provider at two (2) times the cost.

10.3 Pedestrian Access. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the Americans with Disabilities Act and as approved by Traffic Engineering.

11. Insurance

11.1 Insurance Required in Advance. Prior to any access to City poles, ROW, or any other City-owned property, the Wireless Provider shall procure and maintain for the duration of the Site License insurance against claims for (i) bodily injury, sickness or disease, or death of any person other than the Wireless Provider's employees; (ii) damages insured by usual personal and advertising injury liability coverage; (iii) damages because of injury to or destruction of tangible property, including loss of use resulting from; (iv) products/completed operations; and (v) damages involving contractual liability insurance applicable to the Wireless Provider's indemnity obligations under these Terms. Such insurance shall cover claims as may be occasioned by the operations, act, omission, or negligence of the Wireless Provider or its officers, agents, representatives, employees, or contractors during all times that the Site License(s) is in effect and/or the WTFs are on the City Poles. Insurance limits are inclusive of umbrella coverage.

11.2 Licensed Insurance Companies. Without limiting any obligations or liabilities, the Wireless Provider, at its sole expense, shall purchase and maintain the insurance specified below with companies duly licensed, authorized, or permitted or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best, Inc., rating of not less than A-VII.

11.3 Required Insurance Coverage.

11.3.1 Commercial general liability insurance with a limit of \$5,000,000 per occurrence, with a \$5,000,000 general aggregate limit. The policy shall be primary and include coverage for bodily injury, property damage, personal and advertising injury, products, completed operations, and blanket contractual liability, which coverage will be at least as broad as Insurance Services Office Inc. policy form or equivalent thereof, including but not limited to severability of interests and waiver of subrogation clauses.

11.3.2 Worker's compensation insurance in compliance with the statutory requirements of the state of operation and employer's liability insurance with a limit of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

11.3.3 Commercial automobile liability insurance with a combined single limit for bodily injury and property damages of \$2 million per each accident covering all owned, hired, and non-owned vehicles assigned to or used in performance of the Wireless Provider's work. Coverage shall be at least as broad as coverage Symbol 1 "any auto" (Insurance Service Office policy form CA 0001 or any replacements thereof).

11.3.4 Unless waived by the City's Risk Management Division in writing, all risk property insurance covering damage to or destruction of all real and personal improvements to the Right-of-Way, including without limitation, all improvements existing upon the Right-of-Way prior to this Agreement or hereafter constructed in an amount equal to full replacement costs of all such improvements. Such insurance shall be special causes of loss policy form including perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, theft, vandalism, malicious mischief, collapse and flood.

11.4 City as Additional Insured. The insurance coverage, except for workers compensation and employer's liability, and property insurance, required by this Agreement, shall include the City, its directors, officials, employees and officers, as additional insureds as their interest may appear under this Agreement. This provision and inclusion of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

11.5 Duty to Maintain Coverage. All insurance required herein shall be maintained in full force and effect while any Site License is effective and until the Wireless Provider has completed all removal and restoration obligations. Failure to do so shall constitute a material breach of these Terms and can be a cause for revocation of a Site License.

11.6 Insurance Primary. The Wireless Provider's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

11.7 Claims Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City. The Wireless Provider shall promptly furnish the City's Risk Management Division with copies of any accident or incident report(s) sent to the Wireless Provider's insurance carriers covering accidents/incident occurring in connection with and/or as a result of actions taken by the Wireless Provider or its contractor(s) pursuant to a Site License.

11.8 Waiver of Subrogation. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Wireless Provider's acts, mistakes, omissions, work, or services.

11.9 Deductibles. The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of the Wireless Provider who shall be solely responsible for deductible and/or self-insurance retention.

11.10 Certificates of Insurance. Within ten (10) days after issuance of any Site License, the Wireless Provider shall furnish to the City certificates of insurance with blanket additional insured endorsements issued by the Wireless Provider's insurer(s) as evidence that policies providing the required coverages, conditions, and limits are in full force and effect and obtain reasonable approval of such certificates from City. Notwithstanding the foregoing, no Site Licenses may be executed and the Wireless Provider may not perform any work pursuant to a Site License until a certificate of insurance is provided to the City. Such certificates shall include the blanket additional insured endorsement(s). Such certificates and all subsequent renewals that are required shall be sent directly to:

Procurement Manager
16000 N. Civic Center Plaza
Surprise, AZ 85374
Phone: 623.222.1857

11.11 Increase of Required Insurance. By written notice to the Wireless Provider, the City may elect to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that the City reasonably determines to affect the reasonable amount of insurance to be provided.

11.12 No Limitation on Payment of Damages. Nothing contained in these insurance requirements shall be construed as limiting the extent of the Wireless Provider's responsibility for payment of damages resulting from the Wireless Provider's use of a City Pole, ROW, or other City-owned property, or limiting or diminishing the Wireless Provider's obligation to indemnify, defend, and hold harmless the City as set forth in Section 12.

11.13 Notice of Cancellation. Upon receipt of notice from its insurer(s), the Wireless Provider shall endeavor to provide the City with thirty (30) days' prior written notice of cancellation of any coverage required herein.

11.14 Expiration. If a policy does expire during the term of any of the Wireless Provider's Site Licenses, a renewal certificate(s) must be sent directly to the City's Risk Management prior to the expiration date.

11.15 Contractor's Insurance. The Wireless Provider shall require all contractors to obtain and maintain substantially the same coverage with substantially the same limits as required of the Wireless Provider and provide separate certificates of insurance and additional insured endorsements.

12. Indemnity

12.1 To the fullest extent permitted by law, the Wireless Provider shall pay, indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, agents, successors, and assigns ("Indemnified Parties), for, from, and against any and all claims related to or arising from the Wireless Provider's use of City Poles, the ROW, or any other City-owned facilities (including, without limitation, the negligence, gross negligence, or intentional misconduct of the Wireless Provider and/or its employees, contractors, and/or agents in connection therewith) (collectively, the "Indemnity").

12.2 Without limitation, this indemnification shall include and apply to any and all claims that may arise in any manner out of any use by the Wireless Provider or its contractors of the ROW or other property related to a Site License, or any actions, acts, errors, mistakes, or omissions relating to work or services in the performance of or related to a Site License by the Wireless Provider or its contractor(s), including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the ROW or surrounding areas related to a Site License. However, the Indemnity shall not include claims, liability, harm, or damage caused by the negligence, gross negligence, or willful misconduct of the City or any other Indemnified Party.

12.3 To the extent any provision of the Indemnity is not fully enforceable against the Wireless Provider for any reason whatsoever, the Indemnity shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

12.4 The Indemnity shall also include and apply to any environmental injury, personal injury, or other liability relating to the Wireless Provider's use of the ROW or any other City-owned property under a Site License or from the Wireless Provider's non-compliance with the Site Plan, Site License, or any Applicable Law.

12.5 The Wireless Provider shall promptly notify the City in writing of any claims, demands, or lawsuits which may name or involve the Wireless Provider and/or name or involve the City in relation to a Site License and provide copies of all relevant accident reports, incident reports, statements, or other documents that are relevant to the claims, demands, or lawsuits, or which may lead to the discovery of relevant materials or information, in the possession of the Wireless Provider, its employees, agents, contractors, and/or others.

12.6 The Wireless Provider shall make its employees, agents, and contractors available to the City to gather any relevant information relating to an incident, which results in a claim, demand, or lawsuit which may involve the Wireless Provider and/or the City in relation to a Site License.

12.7 It is the purpose of the Indemnity to provide maximum indemnification to the City and, in the event of a dispute, the Indemnity shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the City by the Wireless Provider against any and all claims, demands, or lawsuits. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages either arose only from the City's active negligence or intentional acts or that the City was comparatively at fault for the damages.

12.8 The amount and type of insurance coverage requirements set forth in these Terms will in no way be construed as limiting the scope of the Indemnity.

12.9 The obligations set forth in the Indemnity shall survive completion of the work, revocation, termination, or expiration of the Site License.

13. Limitation of Liability

13.1 Under no circumstances shall the City be liable to the Wireless Provider for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, whether under theory of contract, tort (including negligence, strict liability or otherwise), or in equity.

13.2 The Wireless Provider expressly acknowledges that the WFs are exposed to many risks beyond the reasonable control of the City, including acts of God or the public enemy, such as but not limited to, wind, rain, sleet, ice, floods, fire, riots, sabotage, expropriation, confiscation of facilities, or exercise of the power of eminent domain by a governmental entity other than the City. The Wireless Provider shall assume all risk of loss to WF that may arise in connection with these hazards and occurrences.

13.3 The Wireless Provider acknowledges and agrees that the Wireless Provider bears all risk of loss or damage to the WFs installed on the City Poles or ROW pursuant to its Site License from any cause, except for the cost of repairs to damaged WFs to the extent caused by the

negligence or willful misconduct of the City and not covered by the Wireless Provider's insurance.

14. Revocation by the City

14.1 The City may revoke a Site License upon thirty (30) days written notice if the Wireless Provider neglects or refuses to comply with any of the provisions of the Site License or these Terms beyond all applicable cure periods. The Wireless Provider shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, and the Wireless Provider commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

14.2 Failure by a Wireless Provider to operate a WF (except during specific periods expressly excused by these Terms) once installed under any Site License for a period of six (6) months within any twelve (12) month period will be grounds for revocation of the Site License at that location, unless the Wireless Provider recommences the use of such WF within thirty (30) days or any applicable cure period.

14.3 A Site License shall terminate and be revoked, without notice, (i) upon the institution by or against the Wireless Provider of an insolvency, receivership, or bankruptcy proceeding or any other proceedings for the settlement of the Wireless Provider's debts, (ii) upon the Wireless Provider making an assignment for the benefit of creditors, or (iii) upon the Wireless Provider's dissolution or ceasing to do business.

14.4 Upon revocation of a Site License, the Wireless Provider shall remove all WFs from the City Poles and the ROW within thirty (30) days of such revocation or termination, unless the City expressly agrees in writing to a longer time period, and to pay any fees then due and owing under the Site License or these Terms. The Wireless Provider's responsibility and obligation to indemnify and hold harmless the City, as required by Section 12, and duty to reimburse the City for all costs, expenses, and losses incurred by City shall survive revocation of a Site License.

14.5 In the event that the Wireless Provider fails to timely remove the WFs from the City Pole(s), the ROW, or other City-owned property, the City shall have the right, to remove the remaining WFs, in which event such equipment may be retained by City without accounting to the Wireless Provider therefore, and the expense of such removal and repairs shall be charged to and paid by the Wireless Provider without credit for the value, if any, of such WFs. If the WFs are attached to a third-party owned pole, the City will only remove the non-pole-attached portions of the WF.

14.6 Revocation of any Site License shall not affect the Wireless Provider's liabilities and obligations incurred under such Site License prior to the effective date of such revocation.

15. No Assignment

15.1 Each Site License is personal to the Wireless Provider and is for the Wireless Provider's use only. The Wireless Provider shall not assign, transfer, lease, sublicense, share with, convey, or resell to a third-party, any such space or rights granted hereunder without the express written consent of the City. Any unauthorized assignment, transfer, lease, sublicense, or sale of a Site license shall be void and not merely voidable.

15.2 In connection with any assignment/transfer approved by the City, the License shall pay to the City in advance the sum of Two Thousand Dollars (\$2,000.00) as a nonrefundable fee for legal, administrative, and other expenses related to every assignment/transfer.

15.3 Payment of any outstanding fees and/or any applicable attachment fee will need to be paid either by the Wireless Provider or the approved assignee or transferee before any permits will be issued.

16. No Liens

16.1 The Wireless Provider shall not do or allow or cause anything to be done whereby the City's Poles, ROW, or other City-owned property 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 the Wireless Provider 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 City's Poles, ROW, or other City-owned property.

16.2 If any lien is filed against any City-owned property, the Wireless Provider shall discharge the lien or bond the lien off in a manner reasonably satisfactory to the City within thirty (30) days after the Wireless Provider receives written notice that the lien has been filed. The Wireless Provider shall immediately provide the City a copy of any written notice when received. The Wireless Provider 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.

17. Contractors

17.1 The Wireless Provider shall only engage Wireless Infrastructure Providers and other contractors licensed by the Arizona Registrar of Contractors, pursuant to State law, to perform any work on City Poles or work within the ROW.

17.2 The Wireless Provider shall be responsible for ensuring that the work of Wireless Infrastructure Providers and other contractors is performed consistent with these Terms and Applicable Laws, shall be responsible for acts or omissions of its Wireless Infrastructure Providers and other contractors to the same degree it is responsible for the acts of its employees, shall be responsible for promptly correcting acts or omissions by any Wireless Infrastructure Providers or other contractor, and shall implement a quality control program to ensure that the work contemplated by the Site License is performed.

18. Hazardous Substances

Neither the Wireless Provider nor any Wireless Infrastructure Providers or any other contractor engaged by the Wireless Provider shall produce, dispose, transport, treat, use, generate, or store any Hazardous Substances on, under, about, or within the Site or Use 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. The Wireless Provider and any Wireless Infrastructure Providers or other contractor may not use the ROW 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 the

City. The Wireless Provider 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 the Wireless Provider or any Wireless Infrastructure Provider or other contractor engaged by the Wireless Provider and must immediately notify City of any Hazardous Substance at any time discovered or existing upon the ROW. The Wireless Provider and any Wireless Infrastructure Provider or other contractor 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.

Exhibit “B”

City of Surprise Fee Schedule for Wireless Facilities

Activity	Amount	Measurement
Annual Use Fees		
Right-Of-Way Use Fee	\$50	Per year x number of Small Wireless Facilities
Right-Of-Way Use Fee for Monopoles and associated wireless facilities	\$100	Per year x number of Small Wireless Facilities
Application for collocating Small Wireless Facilities (Existing with no modifications)		
One (1) to five (5) applications	\$100	Each
Six (6) through 25 applications	\$50	Each
Application for utility pole and monopole (New or existing with modifications)		
New, replacement, or modified utility poles not subject to zoning review	\$400	Each
New, replacement, or modified monopoles, utility poles, collocations, or wireless facilities subject to zoning review	\$400	Each



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Rancho Mercado Parcel A4” and dated August 27, 2019, a 39.198 acre property located in the Rancho Mercado PAD generally north of McMicken Way and east of 147th Avenue.

Motion:

I move to approve the Final Plat entitled “Rancho Mercado Parcel A4” and dated August 27, 2019.

Background:

William Lyon Homes, on behalf of Brookfield Holdings (Mercado), LLC, seeks approval of a Final Plat for a 148-lot single-family residential subdivision in Parcel A4 of the Rancho Mercado PAD.

Objective Analysis:

This Final Plat will create 148 lots and a total density of 3.77 dwelling units per acre which is consistent with the approved Rancho Mercado PAD and the approved preliminary plat.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS18-672 - RM A4 - Staff Report
2. 01 - FS18-672 - RM A4 - Final Plat
3. FS18-672 - RM A4 - PowerPoint

4. FS18-672 - RM A4 - Righ-of-Way Valuation

Final Plat

REPORT TO THE CITY COUNCIL

1 **Case:** **FS18-672**
2
3 **Project Name:** Rancho Mercado Parcel A4
4
5 **Council District:** **1 – ACACIA**
6
7 **Meeting Date:** **November 05, 2019**
8
9 **Planner:** Sergio Angulo
10
11
12 **Owner:** Brookfield Holdings (Mercado), LLC
13
14 **Applicant:** William Lyon Homes
15
16 **Request:** Final Plat for Rancho Mercado Parcel A4
17
18 **Site Location:** Generally north of McMicken Way and east of 147th Avenue
19
20 **Site Size:** 39.198 Acres
21
22 **Density:** 3.77 DU/Ac
23
24 **General Plan**
25 **Conformance:** The proposal is consistent with the Surprise General Plan 2035
26 as proposed under case FS18-672.
27
28 **Support/Opposition:** None known.
29
30 **Recommendation:** None

31 **Background:**

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

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

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

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

41 **December 12, 2018:** The applicant filed a related request for a Final Plat under case FS18-
42 672, the subject case.

43 **Project Description:**

44
45 William Lyon Homes, on behalf of Brookfield Holdings (Mercado), LLC, requests approval of
46 the Final Plat for Parcel A4 in the Rancho Mercado Planned Area Development (PAD).

47 The subject parcel is generally located north of McMicken Way and east of 147th Avenue.
48 Parcel A4 is zoned PAD and has a land use designation of Low Density Residential.

49
50 Onsite the applicant proposes a total of 148 single-family lots. The typical lot proposed is 58'
51 x 110'. This parcel includes a total of 7.47 acres of open space that includes a 1.17-acre open
52 recreation tract (Tract 4B) with amenities such as a playground equipment, BBQ area, a
53 ramada, a half basketball court, and a large open turf area. Parcel A4 also includes a part of
54 a dog park (Tract 4A) which is shared with the parcel to the west.

55
56 **Findings:**

- 57
58
 - The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - 59 • The proposed Final Plat is consistent with the Rancho Mercado PAD and the SUDC.
 - 60 • The proposed Final Plat is in substantial conformance with the approved Preliminary
 - 61 Plat under case FS15-069.

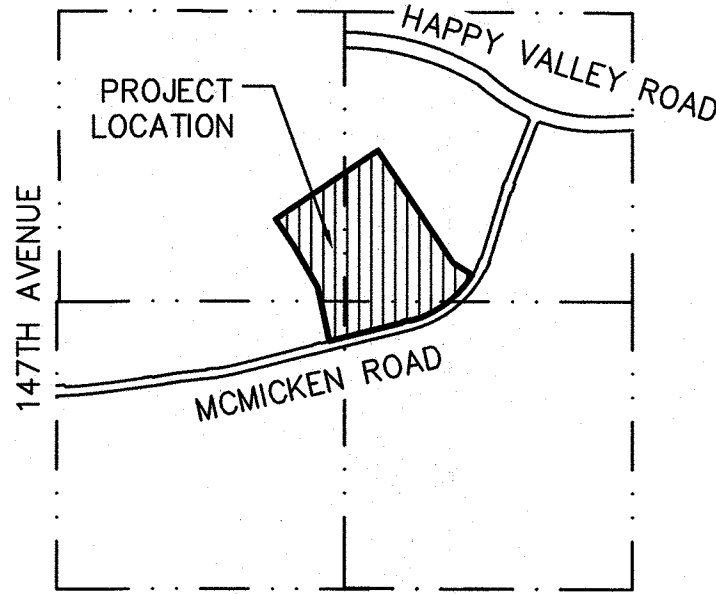
62
63 **Attachments:**

64
65 01 Final Plat

66
67 **Enclosure:**

68
69 Sealed mylars

FINAL PLAT
OF
RANCHO MERCADO PARCEL A4
A PORTION OF SECTION 9 , TOWNSHIP 4 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



N.T.S.
VICINITY MAP
SECTION 9, T.4N., R.1W.

OWNER

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

RELEASE OF LIABILITY

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

PUBLIC NOTICE

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

100 YEAR ASSURED WATER SUPPLY LANGUAGE

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

GENERAL NOTES

- IN ACCORDANCE WITH A.R.S. § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS FINAL PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND #14710, WHEN APPLICABLE.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- HAPPY VALLEY ROAD WILL BECOME A 6 LANE MAJOR ARTERIAL AT SOME FUTURE POINT.
- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY OF 2000 GPM @ 2 HOURS @ 20 PSI RESIDUAL.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS15-069.
- A PORTION OF THE PROPERTY IS LOCATED WITHIN THE AREA HAVING FLOOD ZONES "X", "A" AND "AE", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAPS NO. 04013C1210L AND NO. 04013C1230L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED, AS MAY BE AMENDED FROM TIME TO TIME.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE CASE FS10-210 OR AS SUBSEQUENTLY AMENDED.

BASIS OF BEARING

THE WEST-EAST, MID-SECTION LINE OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN WHICH BEARS S89°46'48"E A DISTANCE OF 5255.54' THIS POSITION WAS DERIVED FROM THE ESTABLISHED NGS POINTS DVO080 & AJ3887. PROJECT THEN SCALED TO GROUND AT A COMBINED SCALE FACTOR OF 1.00013766895 AND VERIFIED AGAINST GDACS BOOK 834, PG 1. HORIZONTAL ERROR = (0.04') ANGLE ERROR = (0°00'01")

SURVEYOR'S CERTIFICATION

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

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



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

DEDICATION

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

KNOW ALL PERSONS BY THESE PRESENTS:

- THAT BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREINAFTER "OWNER", HAS SUBDIVIDED UNDER THE NAME "RANCHO MERCADO PARCEL A4", LOCATED WITHIN A PORTION OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AND DOES HEREBY DECLARE THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS FINAL PLAT.
- "OWNER" HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE FINAL PLAT.
- ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY "OWNER" WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.
- "OWNER" HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE FINAL PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.
- "OWNER" HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS FINAL PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.
- THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS FINAL PLAT OR ANY PARCEL THEREOF.
- "OWNER" HEREBY WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS FINAL PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS FINAL PLAT, HAS CONSENTED TO OR JOINED IN THIS FINAL PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDERS OFFICE OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS FINAL PLAT IS RECORDED.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.
- THE VEHICULAR NON ACCESS EASEMENTS " VNAE " ARE HEREBY DEDICATED TO THE RANCHO MERCADO COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS AND IS INTENDED TO PREVENT VEHICULAR TRAFFIC BETWEEN TRACTS AND LOTS WITH THE EXCEPTION OF PUBLIC UTILITY USES. SAID " VNAE " AS DEDICATED HEREON WILL CROSS PUBLIC UTILITY EASEMENTS "PUE" ALSO GRANTED HEREON, IN MULTIPLE LOCATIONS. THESE " VNAE " ARE NOT INTENDED TO PREVENT AUTHORIZED AGENTS OF THE PUBLIC UTILITY COMPANIES FROM CROSSING SAID " VNAE " DURING THE COURSE OF INSTALLATION, USE, MAINTENANCE AND REPAIR OF THE UTILITIES LOCATED IN SAID PUBLIC UTILITY EASEMENT "PUE".
- ALL TRACTS ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
- TRACTS PLATTED HEREON ARE DEDICATED FOR THE PURPOSES AS NOTED IN THE TRACT TABLE ON THIS FINAL PLAT AND SHALL BE MAINTAINED BY RANCHO MERCADO COMMUNITY ASSOCIATION.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE FINAL PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

IN WITNESS WHEREOF:

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

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

BY _____ ITS SENIOR VICE PRESIDENT
ANDREW BRAUSA

NOTARY ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

RANCHO MERCADO COMMUNITY ASSOCIATION RATIFICATION

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

BY: _____ ITS PRESIDENT
KAREN BEACOM

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

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

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

BY: _____ MY COMMISSION EXPIRES _____ DATE
NOTARY PUBLIC

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ DATE
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

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

MAYOR

ATTEST:

CITY CLERK

AREA CALCULATIONS

TRACTS	325,606 SQ.FT.	7.475 AC
LOTS = 148	1,009,623 SQ.FT.	23.178 AC
RIGHT OF WAY	372,229 SQ.FT.	8.545 AC
TOTAL	1,707,458 SQ.FT.	39.198 AC

SHEET INDEX

DESCRIPTION	SHEET NO
COVER SHEET	1
KEY MAP, LEGAL DESCRIPTION	2
PLAT SHEETS	3-8

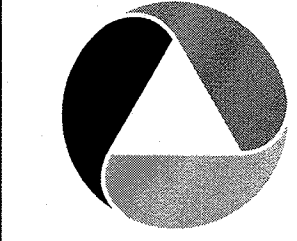


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A4
CITY OF SURPRISE, ARIZONA

AUGUST 2019

REVISIONS:



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

N.T.S.

09001944.FP A4.DWG

SHEET
NO.

1 OF 8

LEGAL DESCRIPTION

A PORTION OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE, ALONG THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S89°46'48"E A DISTANCE OF 2937.15 FEET;

THENCE LEAVING THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S00°00'00"E A DISTANCE OF 3913.67 FEET TO THE POINT OF BEGINNING;

THENCE, S33°55'31"E A DISTANCE OF 1236.43 FEET;

THENCE, S58°19'09"E A DISTANCE OF 208.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 720.75 FEET, WITH A RADIUS OF 960.00 FEET AND THE RADIAL BEARING OF N58°19'09"W AND A CENTRAL ANGLE OF 43°01'00";

THENCE, N59°35'09"W A DISTANCE OF 9.13 FEET;

THENCE, S75°35'05"W A DISTANCE OF 74.04 FEET;

THENCE, S30°39'09"W A DISTANCE OF 9.16 FEET;

THENCE, S75°39'09"W A DISTANCE OF 685.54 FEET;

THENCE, N12°24'03"W A DISTANCE OF 503.70 FEET;

THENCE, N30°04'06"W A DISTANCE OF 433.44 FEET;

THENCE, N33°55'31"W A DISTANCE OF 302.02 FEET;

THENCE, N56°04'29"E A DISTANCE OF 1130.88 FEET TO THE POINT OF BEGINNING.

LEGEND

	SUBDIVISION BOUNDARY
	RIGHT OF WAY LINE
	EXISTING RIGHT OF WAY LINE
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	SECTION LINE
	ALIQUOT SECTION LINE
	SUBDIVISION CORNER TO BE SET
	FOUND MONUMENT AS NOTED
	CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARDS)
	30'x30' SIGHT VISIBILITY EASEMENT
	VEHICULAR NON-ACCESS EASEMENT
	PUBLIC UTILITY EASEMENT
	MAP OF DEDICATION
	MARICOPA COUNTY RECORDER
	RIGHT-OF-WAY
	FRONT BUILDING SETBACK LINE
	DELTA
	CURVE TABLE NUMBER
	LINE TABLE NUMBER
	FINAL PLAT

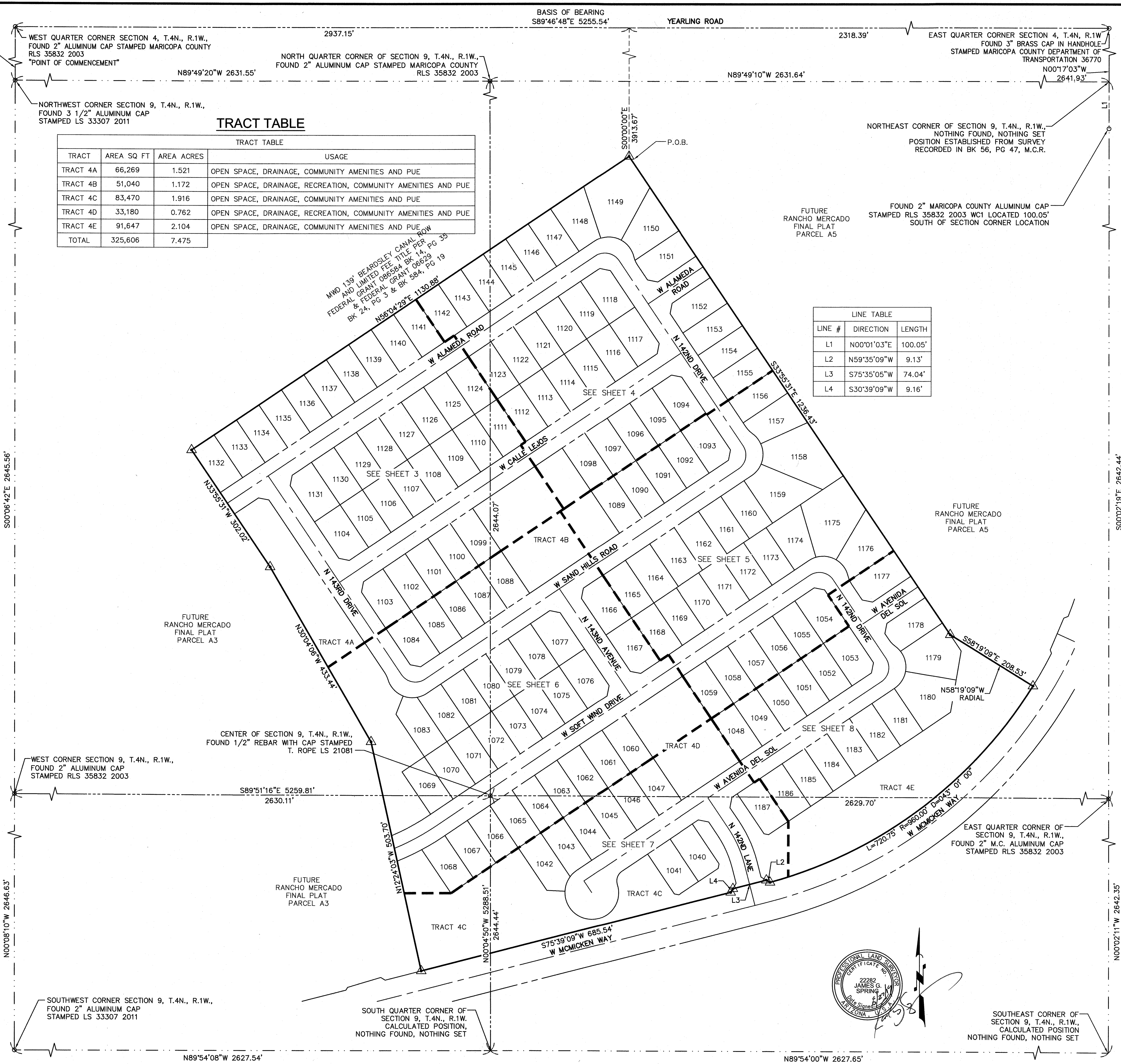
CITY OF SURPRISE CASE ZONING

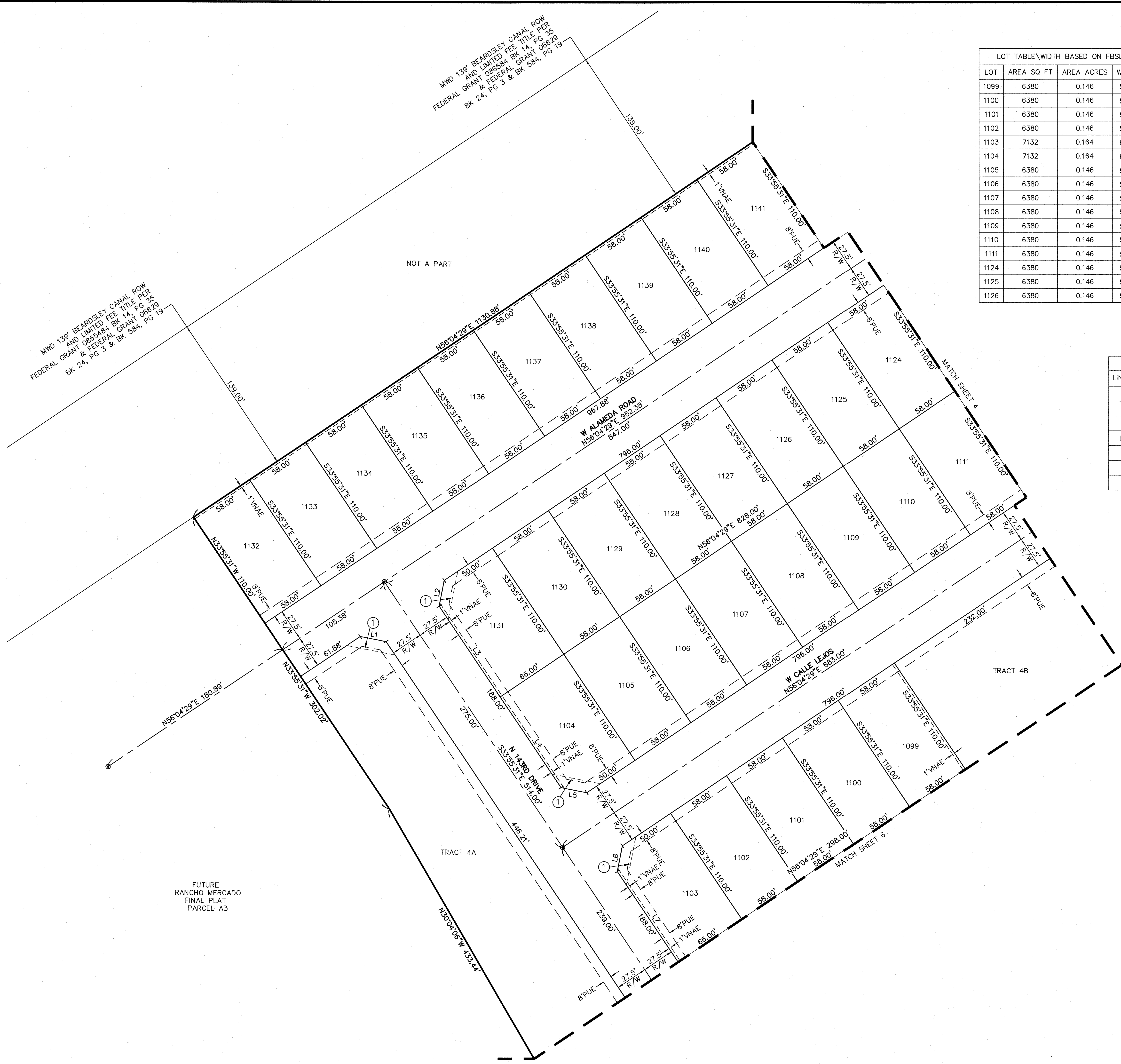
DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE ZONING CASE FS10-210 OR AS SUBSEQUENTLY AMENDED.

TRACT TABLE

TRACT TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGE
TRACT 4A	66,269	1.521	OPEN SPACE, DRAINAGE, COMMUNITY AMENITIES AND PUE
TRACT 4B	51,040	1.172	OPEN SPACE, DRAINAGE, RECREATION, COMMUNITY AMENITIES AND PUE
TRACT 4C	83,470	1.916	OPEN SPACE, DRAINAGE, COMMUNITY AMENITIES AND PUE
TRACT 4D	33,180	0.762	OPEN SPACE, DRAINAGE, RECREATION, COMMUNITY AMENITIES AND PUE
TRACT 4E	91,647	2.104	OPEN SPACE, DRAINAGE, COMMUNITY AMENITIES AND PUE
TOTAL	325,606	7.475	

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°01'03"E	100.05'
L2	N59°35'09"W	9.13'
L3	S75°35'05"W	74.04'
L4	S30°39'09"W	9.16'





LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
1099	6380	0.146	58.0'	1127	6380	0.146	58.0'
1100	6380	0.146	58.0'	1128	6380	0.146	58.0'
1101	6380	0.146	58.0'	1129	6380	0.146	58.0'
1102	6380	0.146	58.0'	1130	6380	0.146	58.0'
1103	7132	0.164	65.0'	1131	7132	0.164	65.0'
1104	7132	0.164	65.0'	1132	6380	0.146	58.0'
1105	6380	0.146	58.0'	1133	6380	0.146	58.0'
1106	6380	0.146	58.0'	1134	6380	0.146	58.0'
1107	6380	0.146	58.0'	1135	6380	0.146	58.0'
1108	6380	0.146	58.0'	1136	6380	0.146	58.0'
1109	6380	0.146	58.0'	1137	6380	0.146	58.0'
1110	6380	0.146	58.0'	1138	6380	0.146	58.0'
1111	6380	0.146	58.0'	1139	6380	0.146	58.0'
1124	6380	0.146	58.0'	1140	6380	0.146	58.0'
1125	6380	0.146	58.0'	1141	6380	0.146	58.0'
1126	6380	0.146	58.0'				

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S78°55'31"E	22.63'
L2	S11°04'29"W	22.63'
L3	S33°55'31"E	94.00'
L4	S33°55'31"E	94.00'
L5	S78°55'31"E	22.63'
L6	N11°04'29"E	22.63'
L7	S33°55'31"E	94.00'

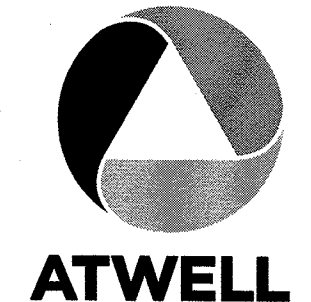


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A4
CITY OF SURPRISE, ARIZONA

AUGUST 2019

REVISIONS:



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

SCALE 0 20 40
1" = 40 FEET

09001944 FP ALDING

SHEET NO.
3 OF 8





LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
1094	7132	0.164	65.0'	1123	6380	0.146	58.0'
1095	6380	0.146	58.0'	1142	6380	0.146	58.0'
1096	6380	0.146	58.0'	1143	6380	0.146	58.0'
1097	6380	0.146	58.0'	1144	6380	0.146	58.0'
1098	6380	0.146	58.0'	1145	6380	0.146	58.0'
1112	6380	0.146	58.0'	1146	6380	0.146	58.0'
1113	6380	0.146	58.0'	1147	6380	0.146	58.0'
1114	6380	0.146	58.0'	1148	7785	0.179	59.5'
1115	6380	0.146	58.0'	1149	14915	0.342	60.6'
1116	6380	0.146	58.0'	1150	9180	0.211	62.8'
1117	7132	0.164	65.0'	1151	7457	0.171	65.0'
1118	7132	0.164	65.0'	1152	7462	0.171	65.0'
1119	6380	0.146	58.0'	1153	6670	0.153	58.0'
1120	6380	0.146	58.0'	1154	6670	0.153	58.0'
1121	6380	0.146	58.0'	1155	6670	0.153	58.0'
1122	6380	0.146	58.0'				

LINE TABLE		
LINE #	DIRECTION	LENGTH
L8	N78°55'31"W	22.63'
L9	S33°55'31"E	94.00'
L10	S33°55'31"E	94.00'
L11	N11°04'29"E	22.63'
L12	S78°55'31"E	22.63'
L13	N33°55'31"W	94.00'
L14	S11°04'29"W	22.63'
L15	S56°04'29"W	99.00'
L16	S56°04'29"W	99.00'
L17	S78°55'31"E	22.63'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	106.12'	55.00'	110°33'02"
C2	56.55'	36.00'	090°00'00"
C3	19.73'	55.00'	020°33'02"



COUNTY: MARICOPA

SECTION: 9

TOWNSHIP: 4 NORTH

RANGE: 1 WEST

FINAL PLAT

RANCHO MERCADO

PARCEL A4

CITY OF SURPRISE, ARIZONA

AUGUST 2019

REVISIONS:

SCALE 0 20 40
1" = 40 FEET

09001944.FP A4.DWG

SHEET NO. 4 OF 8

ATWELL

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4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

PM. J. SPRING

DR. R. GILES

JOB NO. 09001944

Page 135 of 444



LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
1054	7132	0.164	65.0'	1160	6601	0.152	60.0'
1055	6380	0.146	58.0'	1161	6380	0.146	58.0'
1056	6380	0.146	58.0'	1162	6930	0.159	63.0'
1057	6380	0.146	58.0'	1163	6930	0.159	63.0'
1058	6380	0.146	58.0'	1164	6930	0.159	63.0'
1059	6380	0.146	58.0'	1165	6380	0.146	58.0'
1089	6380	0.146	58.0'	1168	6380	0.146	58.0'
1090	6380	0.146	58.0'	1169	6380	0.146	58.0'
1091	6380	0.146	58.0'	1170	6380	0.146	58.0'
1092	6380	0.146	58.0'	1171	6380	0.146	58.0'
1093	7132	0.164	65.0'	1172	6380	0.146	58.0'
1156	6670	0.153	58.0'	1173	6380	0.146	58.0'
1157	7489	0.172	59.6'	1174	7890	0.181	58.9'
1158	14365	0.330	60.6'	1175	14978	0.344	60.6'
1159	10343	0.237	66.4'	1176	8904	0.204	62.3'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L18	N33°55'31"W	94.00'
L19	S11°04'29"W	22.63'
L20	N33°55'31"W	203.00'
L21	S78°55'31"E	22.63'
L22	N33°55'31"W	94.00'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C4	19.73'	55.00'	020°33'02"
C5	106.12'	55.00'	110°33'02"
C6	56.55'	36.00'	090°00'00"
C7	106.12'	55.00'	110°33'02"
C8	56.55'	36.00'	090°00'00"
C9	19.73'	55.00'	020°33'02"

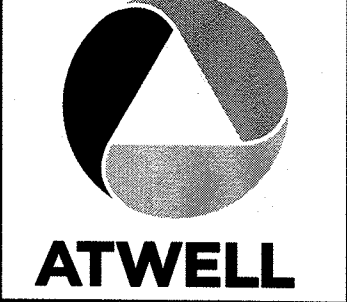


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A4
CITY OF SURPRISE, ARIZONA

AUGUST 2019

REVISIONS:



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

SCALE 0 20 40
1" = 40 FEET

09001944.FP A4.DWG

SHEET NO.
5 OF 8



FUTURE
RANCHO MERCADO
FINAL PLAT
PARCEL A3

LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
1060	6380	0.146	58.0'	1076	7132	0.164	65.0'
1061	6380	0.146	58.0'	1077	7132	0.164	65.0'
1062	6380	0.146	58.0'	1078	6380	0.146	58.0'
1063	6380	0.146	58.0'	1079	6380	0.146	58.0'
1064	6380	0.146	58.0'	1080	6380	0.146	58.0'
1065	6380	0.146	58.0'	1081	6380	0.146	58.0'
1066	6380	0.146	58.0'	1082	6412	0.147	58.0'
1067	6380	0.146	58.0'	1083	7079	0.163	58.0'
1068	6427	0.148	58.0'	1084	7132	0.164	65.0'
1069	6380	0.146	58.0'	1085	6380	0.146	58.0'
1070	6380	0.146	58.0'	1086	6380	0.146	58.0'
1071	6380	0.146	58.0'	1087	6380	0.146	58.0'
1072	6380	0.146	58.0'	1088	6380	0.146	58.0'
1073	6380	0.146	58.0'	1166	7132	0.164	65.0'
1074	6380	0.146	58.0'	1167	7132	0.164	65.0'
1075	6380	0.146	58.0'				

LINE TABLE		
LINE #	DIRECTION	LENGTH
L23	S33°55'31"E	94.00'
L24	N78°55'31"W	22.63'
L25	N21°30'21"E	41.93'
L26	S78°55'31"E	22.63'
L27	N33°55'31"W	94.00'
L28	N33°55'31"W	94.00'
L29	S11°04'29"W	22.63'
L30	S78°55'31"E	22.63'
L31	N33°55'31"W	94.00'
L32	N33°55'31"W	94.00'
L33	S11°04'29"W	22.63'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C10	16.65'	55.00'	017°20'29"
C11	103.04'	55.00'	107°20'29"
C12	56.55'	36.00'	090°00'00"
C13	90.52'	472.50'	010°58'35"
C14	100.90'	500.00'	011°33'45"
C15	111.28'	527.50'	012°05'12"
C16	86.93'	500.00'	009°57'43"

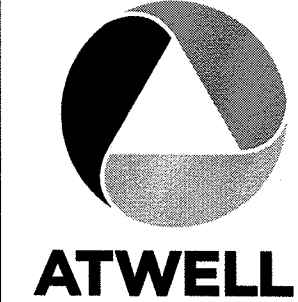


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A4
CITY OF SURPRISE, ARIZONA

AUGUST 2019

REVISIONS:



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

SCALE 0 20 40
1" = 40 FEET

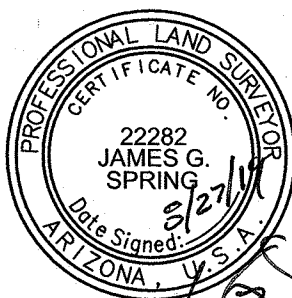
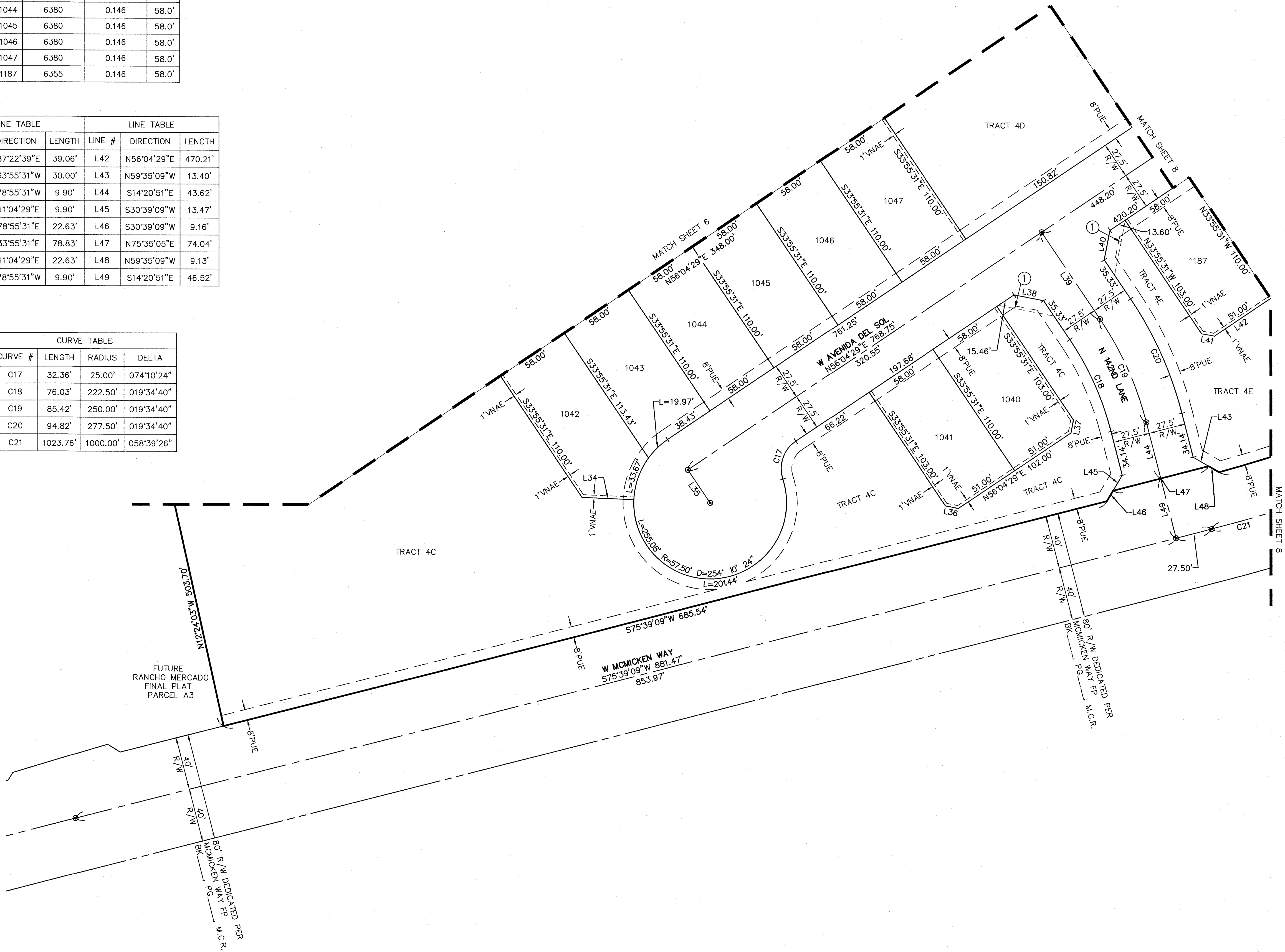
09001944.FP A4.DWG

SHEET NO.
6 OF 8

LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH
1040	6355	0.146	58.0'
1041	6355	0.146	58.0'
1042	7046	0.162	58.0'
1043	6402	0.147	58.0'
1044	6380	0.146	58.0'
1045	6380	0.146	58.0'
1046	6380	0.146	58.0'
1047	6380	0.146	58.0'
1187	6355	0.146	58.0'

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L34	S87°22'39"E	39.06'	L42	N56°04'29"E	470.21'
L35	N33°55'31"W	30.00'	L43	N59°35'09"W	13.40'
L36	N78°55'31"W	9.90'	L44	S14°20'51"E	43.62'
L37	N11°04'29"E	9.90'	L45	S30°39'09"W	13.47'
L38	S78°55'31"E	22.63'	L46	S30°39'09"W	9.16'
L39	S33°55'31"E	78.83'	L47	N75°35'05"E	74.04'
L40	N11°04'29"E	22.63'	L48	N59°35'09"W	9.13'
L41	N78°55'31"W	9.90'	L49	S14°20'51"E	46.52'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C17	32.36'	25.00'	074°10'24"
C18	76.03'	222.50'	019°34'40"
C19	85.42'	250.00'	019°34'40"
C20	94.82'	277.50'	019°34'40"
C21	1023.76'	1000.00'	058°39'26"

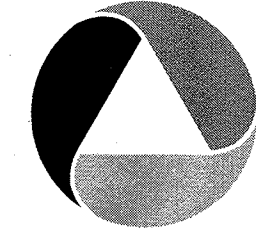


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A4
CITY OF SURPRISE, ARIZONA

AUGUST 2019

REVISIONS:



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

SCALE 0 20 40
1" = 40 FEET

09001944.FP A4.DWG

SHEET NO.
7 OF 8

LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH
1048	6380	0.146	58.0'
1049	6380	0.146	58.0'
1050	6380	0.146	58.0'
1051	6380	0.146	58.0'
1052	6380	0.146	58.0'
1053	7132	0.164	65.0'
1177	7459	0.171	65.0'
1178	7355	0.169	66.0'
1179	10052	0.231	60.4'
1180	10494	0.241	60.6'
1181	6380	0.146	58.0'
1182	6380	0.146	58.0'
1183	6380	0.146	58.0'
1184	6380	0.146	58.0'
1185	6380	0.146	58.0'
1186	6380	0.146	58.0'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L50	S78°55'31"E	22.63'
L51	N56°04'29"E	99.00'
L52	N56°04'29"E	99.00'
L53	N11°04'29"E	22.63'
L54	N33°55'31"W	94.00'
L55	S11°04'29"W	22.63'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C22	19.73'	55.00'	020°33'02"
C23	19.73'	55.00'	020°33'02"
C24	106.12'	55.00'	110°33'02"
C25	56.55'	36.00'	090°00'00"

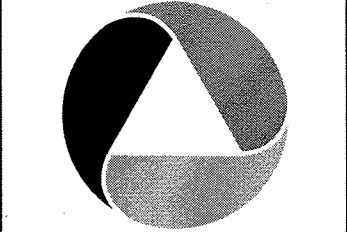


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A4
CITY OF SURPRISE, ARIZONA

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SCALE 0 20 40
1" = 40 FEET

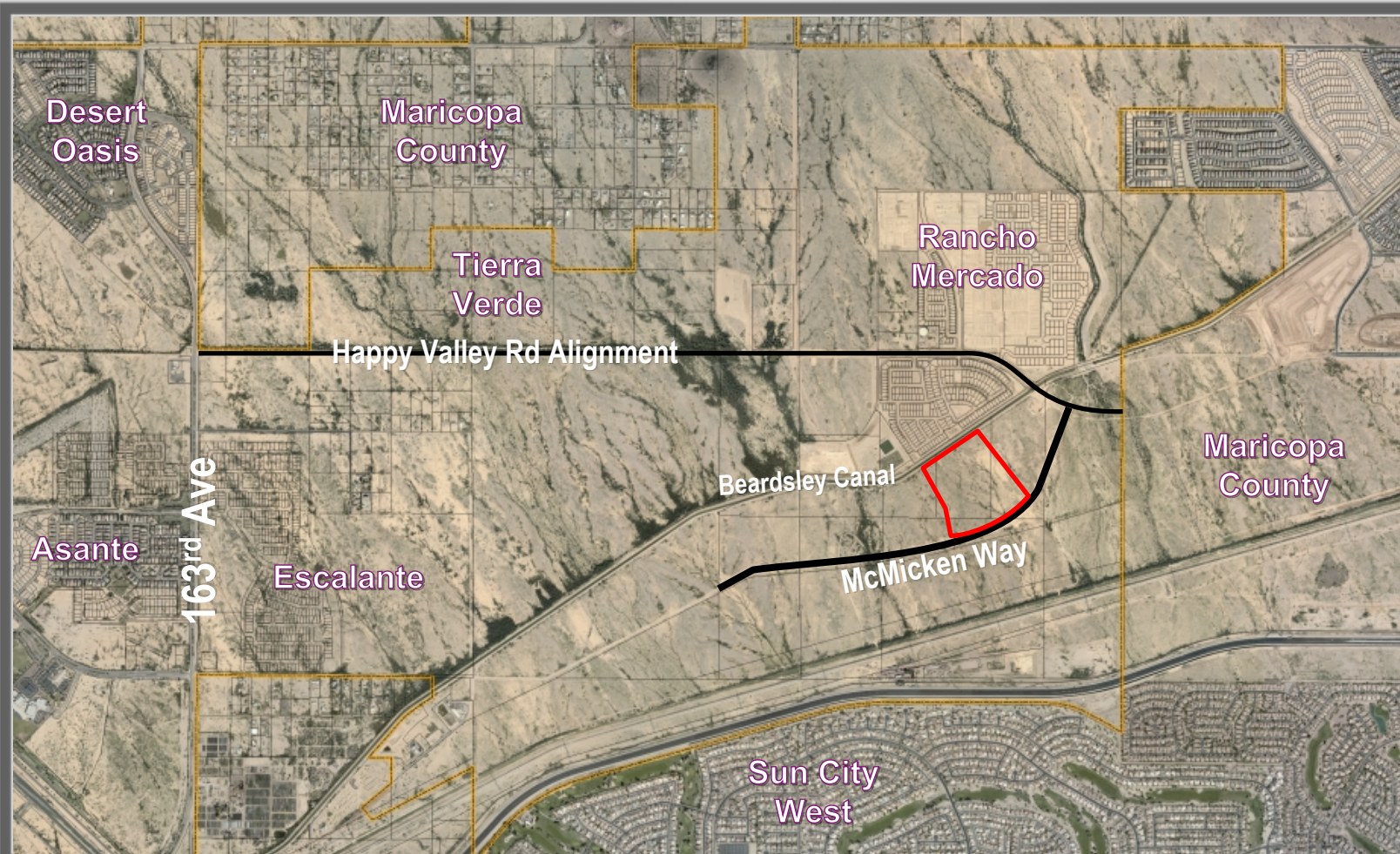
09001944.FP A4.DWG

SHEET NO. 8 OF 8



Rancho Mercado Parcel A4 Final Plat

City Council
November 5, 2019



VICINITY MAP

LEGAL DESCRIPTION

A PORTION OF SECTION 8, T.4N., R.1W., SALT RIVER BASIN AND WINDLAND, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 17' ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 3503 2003 ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A POINT OF BEARS CAP IS HANDSOME STAMPED MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BEING ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, THEREOF BEARS ONE-WHITE A DISTANCE OF 5255.54'

THENCE ALONG THE WEST-EAST AND SECTION LINE OF SAID SECTION 8, 5255.54' ALONG A DISTANCE OF 5255.54' FEET;

THENCE LEAVING THE WEST-EAST AND SECTION LINE OF SAID SECTION 8, 5255.54' ALONG A DISTANCE OF 5255.54' FEET TO THE POINT OF BEGINNING;

THENCE, 5255.54' N 0°00'00" E A DISTANCE OF 1204.45 FEET;

THENCE, 5255.54' N 0°00'00" E A DISTANCE OF 3043.85 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONGRUOUS TO THE RIGHT;

THENCE, 5255.54' N 0°00'00" E ALONG SAID CURVE, 80' ARE LENGTH OF 150.75 FEET, WITH A RADIUS OF 500.00 FEET AND THE ANGULAR BEARING OF 50°00'00" W AND A CENTRAL ANGLE OF 43°00'00" E;

THENCE, 5255.54' N 0°00'00" E A DISTANCE OF 8.15 FEET;

THENCE, 5255.54' N 0°00'00" E A DISTANCE OF 174.04 FEET;

THENCE, 5255.54' N 0°00'00" E A DISTANCE OF 8.16 FEET;

THENCE, 5255.54' N 0°00'00" E A DISTANCE OF 88.54 FEET;

THENCE, 5255.54' N 0°00'00" E A DISTANCE OF 88.76 FEET;

THENCE, 5255.54' N 0°00'00" E A DISTANCE OF 455.44 FEET;

THENCE, 5255.54' N 0°00'00" E A DISTANCE OF 360.00 FEET;

THENCE, 5255.54' N 0°00'00" E A DISTANCE OF 130.88 FEET TO THE POINT OF BEGINNING.

LEGEND

- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- EXISTING RIGHT OF WAY LINE
- CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION LINE
- ALUMINUM SECTION LINE
- SUBDIVISION CORNER TO BE SET
- FORMER MONUMENT AS VIEWED
- CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARD)
- POINT SHOWN VERTICAL EASEMENT
- VERTICAL NON-ACCESSED EASEMENT
- PUBLIC UTILITY EASEMENT
- MAP OF SECTADION
- MARICOPA COUNTY RECORDER
- R/W
- FRONT BUILDING SETBACK LINE
- DELTA
- CURVE TABLE NUMBER
- LINE TABLE NUMBER
- FINAL PLAT

CITY OF SURPRISE CASE ZONING

DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE ZONING CASE 100-110 BY AS SUBSEQUENTLY AMENDED.

TRACT TABLE

TRACT	AREA SQ. FT.	AREA ACRES	USAGE
TRACT 3A	68,260	1.52	OPEN SPACE, DRAINAGE, COMMUNITY AMENITIES AND PUE
TRACT 3B	57,843	1.32	OPEN SPACE, DRAINAGE, RECREATION, COMMUNITY AMENITIES AND PUE
TRACT 3C	65,143	1.50	OPEN SPACE, DRAINAGE, COMMUNITY AMENITIES AND PUE
TRACT 3D	55,180	1.26	OPEN SPACE, DRAINAGE, RECREATION, COMMUNITY AMENITIES AND PUE
TRACT 3E	57,847	1.32	OPEN SPACE, DRAINAGE, COMMUNITY AMENITIES AND PUE
TOTAL	303,666	7.02	

LINE #	DIRECTION	LENGTH
1.1	N00°00'00" E	560.85
1.2	N00°00'00" E	8.17
1.3	S70°35'00" W	74.84
1.4	S00°00'00" W	8.16

FINAL PLAT



LOT TABLE/NOTES BASED ON 1900				LOT TABLE/NOTES BASED ON 1900			
LOT	AREA SQ. FT.	AREA ACRES	NOTES	LOT	AREA SQ. FT.	AREA ACRES	NOTES
1099	6,380	0.146	58.0'	1101	6,380	0.146	58.0'
1100	6,380	0.146	58.0'	1102	6,380	0.146	58.0'
1101	6,380	0.146	58.0'	1103	6,380	0.146	58.0'
1102	6,380	0.146	58.0'	1104	6,380	0.146	58.0'
1103	6,380	0.146	58.0'	1105	6,380	0.146	58.0'
1104	6,380	0.146	58.0'	1106	6,380	0.146	58.0'
1105	6,380	0.146	58.0'	1107	6,380	0.146	58.0'
1106	6,380	0.146	58.0'	1108	6,380	0.146	58.0'
1107	6,380	0.146	58.0'	1109	6,380	0.146	58.0'
1108	6,380	0.146	58.0'	1110	6,380	0.146	58.0'
1109	6,380	0.146	58.0'	1111	6,380	0.146	58.0'
1110	6,380	0.146	58.0'	1112	6,380	0.146	58.0'
1111	6,380	0.146	58.0'	1113	6,380	0.146	58.0'
1112	6,380	0.146	58.0'	1114	6,380	0.146	58.0'
1113	6,380	0.146	58.0'	1115	6,380	0.146	58.0'
1114	6,380	0.146	58.0'	1116	6,380	0.146	58.0'

LINE TABLE		
LINE #	LENGTH	COORDINATES
1.1	11.11111111	22.67
1.2	11.11111111	22.67
1.3	11.11111111	22.67
1.4	11.11111111	22.67
1.5	11.11111111	22.67
1.6	11.11111111	22.67
1.7	11.11111111	22.67



FINAL PLAT



LOT HOLDINGS BASED ON FID				LOT TAILORINGS BASED ON FID			
LOT AREA	50 FT	AREA ADJCS	ADJCS LOT	LOT AREA	50 FT	AREA ADJCS	ADJCS LOT
1884	7132	8248	65.72	7132	8380	0.146	65.72
1885	8380	8248	55.72	7142	8380	0.146	55.72
1886	6572	8248	65.72	7142	8380	0.146	65.72
1887	6572	8248	55.72	7142	8380	0.146	55.72
1888	6572	8248	55.72	7142	8380	0.146	55.72
1889	6572	8248	55.72	7142	8380	0.146	55.72
1890	6572	8248	55.72	7142	8380	0.146	55.72
1891	6572	8248	55.72	7142	8380	0.146	55.72
1892	6572	8248	55.72	7142	8380	0.146	55.72
1893	6572	8248	55.72	7142	8380	0.146	55.72
1894	6572	8248	55.72	7142	8380	0.146	55.72
1895	6572	8248	55.72	7142	8380	0.146	55.72
1896	6572	8248	55.72	7142	8380	0.146	55.72
1897	6572	8248	55.72	7142	8380	0.146	55.72
1898	6572	8248	55.72	7142	8380	0.146	55.72
1899	6572	8248	55.72	7142	8380	0.146	55.72
1900	6572	8248	55.72	7142	8380	0.146	55.72
1901	6572	8248	55.72	7142	8380	0.146	55.72
1902	6572	8248	55.72	7142	8380	0.146	55.72
1903	6572	8248	55.72	7142	8380	0.146	55.72
1904	6572	8248	55.72	7142	8380	0.146	55.72
1905	6572	8248	55.72	7142	8380	0.146	55.72
1906	6572	8248	55.72	7142	8380	0.146	55.72
1907	6572	8248	55.72	7142	8380	0.146	55.72
1908	6572	8248	55.72	7142	8380	0.146	55.72
1909	6572	8248	55.72	7142	8380	0.146	55.72
1910	6572	8248	55.72	7142	8380	0.146	55.72
1911	6572	8248	55.72	7142	8380	0.146	55.72
1912	6572	8248	55.72	7142	8380	0.146	55.72
1913	6572	8248	55.72	7142	8380	0.146	55.72
1914	6572	8248	55.72	7142	8380	0.146	55.72
1915	6572	8248	55.72	7142	8380	0.146	55.72
1916	6572	8248	55.72	7142	8380	0.146	55.72
1917	6572	8248	55.72	7142	8380	0.146	55.72
1918	6572	8248	55.72	7142	8380	0.146	55.72
1919	6572	8248	55.72	7142	8380	0.146	55.72
1920	6572	8248	55.72	7142	8380	0.146	55.72
1921	6572	8248	55.72	7142	8380	0.146	55.72
1922	6572	8248	55.72	7142	8380	0.146	55.72
1923	6572	8248	55.72	7142	8380	0.146	55.72
1924	6572	8248	55.72	7142	8380	0.146	55.72
1925	6572	8248	55.72	7142	8380	0.146	55.72
1926	6572	8248	55.72	7142	8380	0.146	55.72
1927	6572	8248	55.72	7142	8380	0.146	55.72

LINE TABLE		
LINE #	DIRECTION	LENGTH
L01	N 79°05'33" W	23.63
L02	S 33°05'33" E	34.00
L03	S 33°05'33" E	34.00
L04	N 61°04'23" W	23.63
L05	S 33°05'33" W	34.00
L06	S 33°05'33" W	34.00
L07	S 33°05'33" E	23.63

CURVE #	LENGTH	RAISED	DELTA
C1	108.12'	55.00'	110°50'33"
C2	56.85'	38.00'	89°08'00"
C3	19.73'	36.00'	83°03'00"



FINAL PLAT



LINE TABLE		
LINE #	DIRECTION	LENGTH
118	N32°55'21"W	84.05'
119	S11°04'29"W	23.63'
120	N32°55'21"W	205.50'
121	S78°50'21"E	23.63'
122	N32°55'21"W	84.05'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C4	18.12'	80.80'	029.23°W
C5	108.12'	25.80'	110°E/00'
C6	56.55'	30.80'	086°00'W
C7	108.12'	80.80'	110°E/00'
C8	56.55'	30.80'	086°00'W
C9	18.12'	80.80'	029.23°W

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LOT TABLE/WIDTH BASED ON PBL					LOT TABLE/WIDTH BASED ON PBL				
LOT	AREA SQ FT	AREA ACRES	WIDTH	DEPTH	LOT	AREA SQ FT	AREA ACRES	WIDTH	DEPTH
1000	6,590	0.148	59.0'	1078	71.32	0.164	59.0'		
1001	6,590	0.148	59.0'	1077	71.32	0.164	59.0'		
1002	6,590	0.148	59.0'	1076	6,590	0.148	59.0'		
1003	6,590	0.148	59.0'	1075	6,590	0.148	59.0'		
1004	6,590	0.148	59.0'	1074	6,590	0.148	59.0'		
1005	6,590	0.148	59.0'	1073	6,590	0.148	59.0'		
1006	6,590	0.148	59.0'	1072	6,590	0.148	59.0'		
1007	6,590	0.148	59.0'	1071	6,590	0.148	59.0'		
1008	6,590	0.148	59.0'	1070	6,590	0.148	59.0'		
1009	6,590	0.148	59.0'	1069	6,590	0.148	59.0'		
1010	6,590	0.148	59.0'	1068	6,590	0.148	59.0'		
1011	6,590	0.148	59.0'	1067	6,590	0.148	59.0'		
1012	6,590	0.148	59.0'	1066	6,590	0.148	59.0'		
1013	6,590	0.148	59.0'	1065	6,590	0.148	59.0'		
1014	6,590	0.148	59.0'	1064	6,590	0.148	59.0'		
1015	6,590	0.148	59.0'						

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	S17°30'24"E	94.00'
L14	N19°50'24"W	22.83'
L15	N07°30'24"E	48.87'
L16	S17°30'24"E	22.83'
L17	S17°30'24"W	94.00'
L18	S17°30'24"W	94.00'
L19	S17°30'24"W	22.83'
L20	S17°30'24"E	22.83'
L21	S17°30'24"W	94.00'
L22	S17°30'24"W	94.00'
L23	S17°30'24"W	22.83'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C10	18.43'	59.00'	61°30'24"
C11	182.04'	59.00'	187°30'24"
C12	56.55'	59.00'	89°30'24"
C13	86.62'	475.00'	61°30'24"
C14	182.04'	59.00'	187°30'24"
C15	19.28'	59.00'	61°30'24"
C16	86.62'	475.00'	61°30'24"

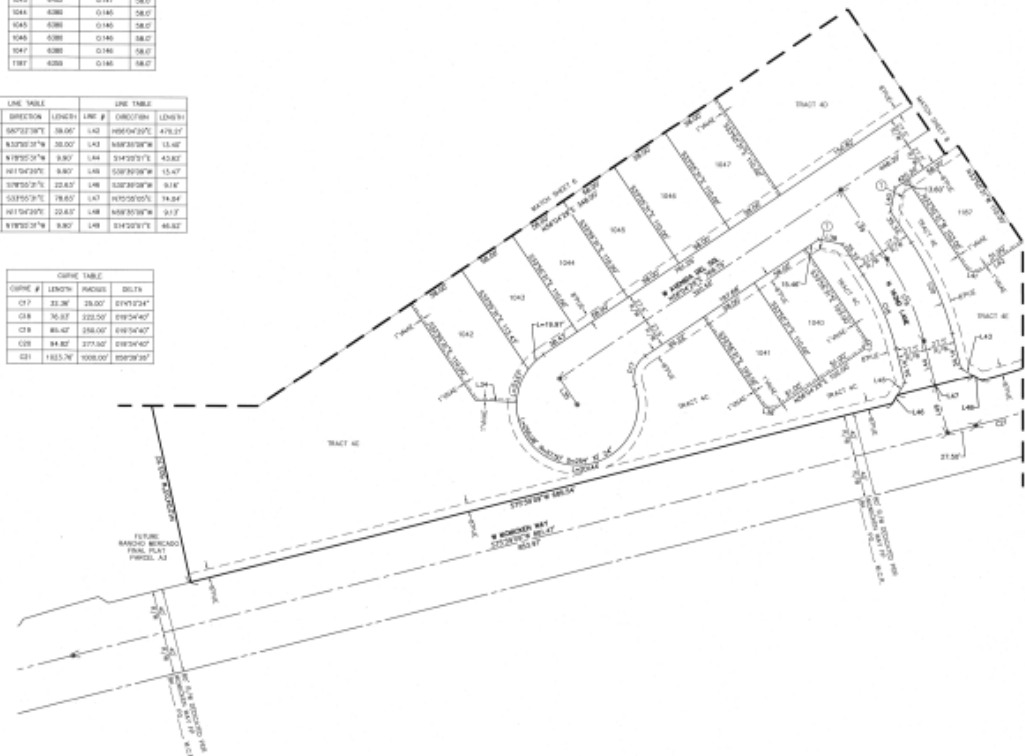


FINAL PLAT

LOT TABLE (FOOT BASED ON 1981)			
LOT	AREA SQ. FT.	AREA ACRES	WEIR
040	6381	0.146	58.0
041	6381	0.146	58.0
042	7548	0.182	58.0
043	6483	0.147	58.0
044	6380	0.146	58.0
045	6380	0.146	58.0
046	6381	0.146	58.0
047	6380	0.146	58.0
1987	6380	0.146	58.0

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
1.38	S 87°22'38"E	59.00	1.42	N 88°04'39"E	479.37
1.39	S 87°22'38"E	59.00	1.43	S 88°30'38"W	13.46
1.38	S 87°22'38"E	9.87	1.44	S 14°22'37"E	43.82
1.37	N 61°54'29"E	9.87	1.48	S 88°30'38"W	13.47
1.38	S 87°22'38"E	22.87	1.49	S 88°30'38"W	9.47
1.38	S 87°22'38"E	78.85	1.47	N 70°22'05"E	78.84
1.45	N 61°54'29"E	22.87	1.48	S 88°30'38"W	9.17
1.47	S 87°22'38"E	9.87	1.49	S 14°22'37"E	46.82

CURVE TABLE			
CURVE #	LENGTH	PIACROSS	DELTA
C17	33.26	29.00	27° 15' 23"
C18	36.37	323.50	89° 24' 40"
C19	85.42	258.00	89° 24' 40"
C20	84.82	279.50	89° 24' 40"
C21	183.57	1008.00	89° 24' 40"

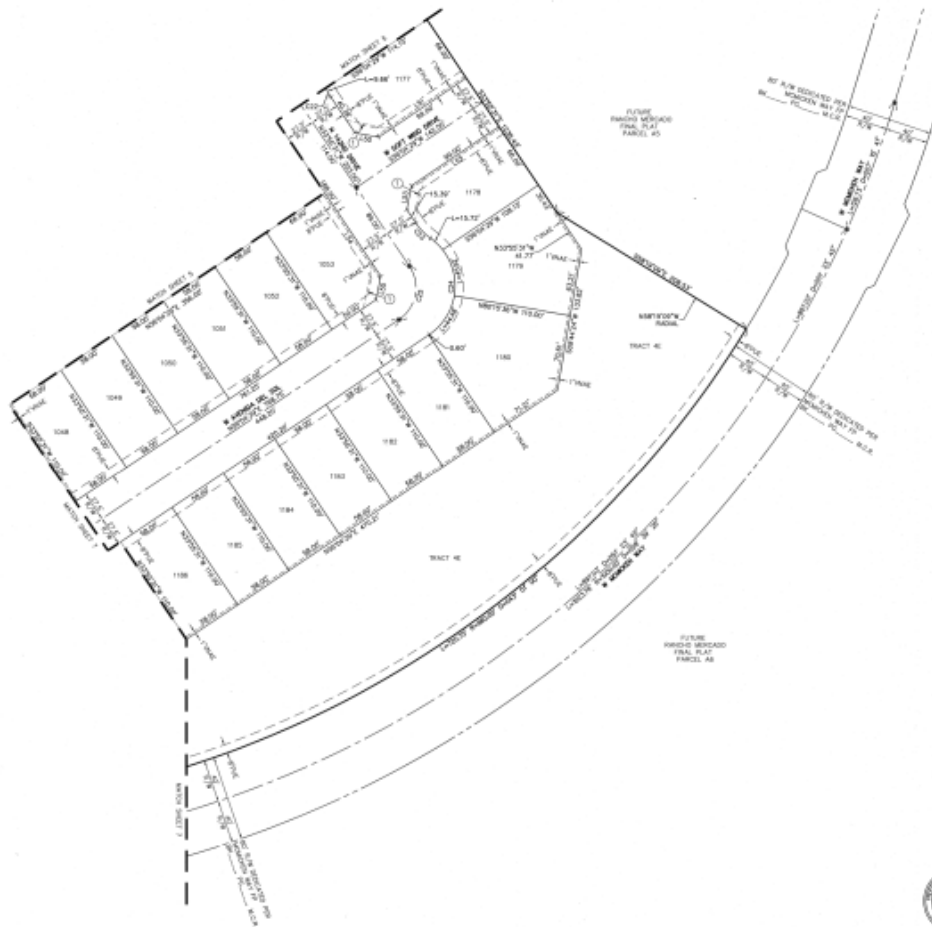


FINAL PLAT

LIST TRIM/TURNPI based on PMS			
LIST	AREA TO PT	AREA ADDED	WIDTH
1048	6360	0.148	58.07
1049	6360	0.148	58.07
1050	6360	0.148	58.07
1051	6360	0.148	58.07
1052	6360	0.148	58.07
1053	7131	0.154	85.07
1077	7456	0.171	85.07
1078	7335	0.168	86.07
1079	10002	0.233	86.47
1080	10484	0.261	86.47
1081	6360	0.148	58.07
1082	6360	0.148	58.07
1083	6360	0.148	58.07
1084	6360	0.148	58.07
1085	6360	0.148	58.07
1086	6360	0.148	58.07

LINE TABLE		
LINE #	DIRECTION	LENGTH
L08	S78°13'27"E	23.637
L01	N58°14'28"E	86.097
L02	N58°14'28"E	86.097
L03	N17°14'28"E	23.637
L04	N33°02'34"W	86.097
L06	S17°14'28"W	23.637

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C02	18.77	55.00	60°10'30"
C03	18.77	55.00	60°10'30"
C04	100.12	55.00	11°32'30"
C05	98.97	55.00	10°10'30"



FINAL PLAT



**QUESTIONS OR
COMMENTS?**

Thank You



COMMUNITY DEVELOPMENT
CITY OF SURPRISE

16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374

T. 623-222-3000

Date: December 14, 2018

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

**Re: FS18-672 Final Plat Rancho Mercado Phase 2 Parcel A4 Right of Way
Valuation**

The Value of the Right of Way associated with the Rancho Mercado Phase 2 Parcel A4 Final Plat FS18-672 is \$1,861,145.00.

The area being dedicated as right-of-way is 372,229 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "NWC Cotton & Cactus" and dated August 22, 2019, a 35.41 acre property generally located at the northwest corner of Cactus Road and Cotton Lane.

Motion:

I move to approve the Final Plat entitled, "NWC Cotton & Cactus" and dated August 22, 2019.

Background:

The subject request involves the Final Platting of 35.41 acres into three (3) parcels to accommodate Hayden Townhomes and an anticipated school.

Objective Analysis:

The proposed Final Plat will provide a 12.42 acre parcel for the proposed Hayden Townhomes and a 10.51 acres parcel for an anticipated school.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which does not allow for Regional Commercial (CR) uses. This was part of a land swap of another parcel of land that was previously zoned CR and is now zoned for residential.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 19.10.23 EVR FS19-258 - Hayden Townhomes FP - CC Staff Report - 11051919
2. 01 - FS19-258 - Hayden Townhomes FP - Vicinity - 110519

3. 02 - FS19-258 - Hayden Townhomes FP - Final Plat - 110519
 4. 03 - FS19-258 - Hayden Townhomes FP - Site Plan - 110519
 5. 04 - FS19-258 - Hayden Townhomes FP - PZ PowerPoint - 110519
-

FINAL PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case: FS19-258

Project Name: Hayden Townhomes Final Plat

Council District: 3 – Mesquite

Meeting Date: November 5, 2019

Planner: Hobart Wingard, Planner II

Owner: NWC Cotton Lane and Cactus, LLC

Applicant: Bowman Consulting Group, LTD

Request: Final Plat approval for Hayden Townhomes in the Northwest Corner of Cotton Lane Planned Unit Development (“PUD”).

Site Location: Generally, north of the northwest corner of Cotton Lane and Cactus Road within the Northwest Corner of Cactus Road and Cotton Lane Planned Unit Development (“PUD”)

Site Size: Approximately 35.41 acres

General Plan Conformance: The proposal is not consistent with the Surprise General Plan 2035

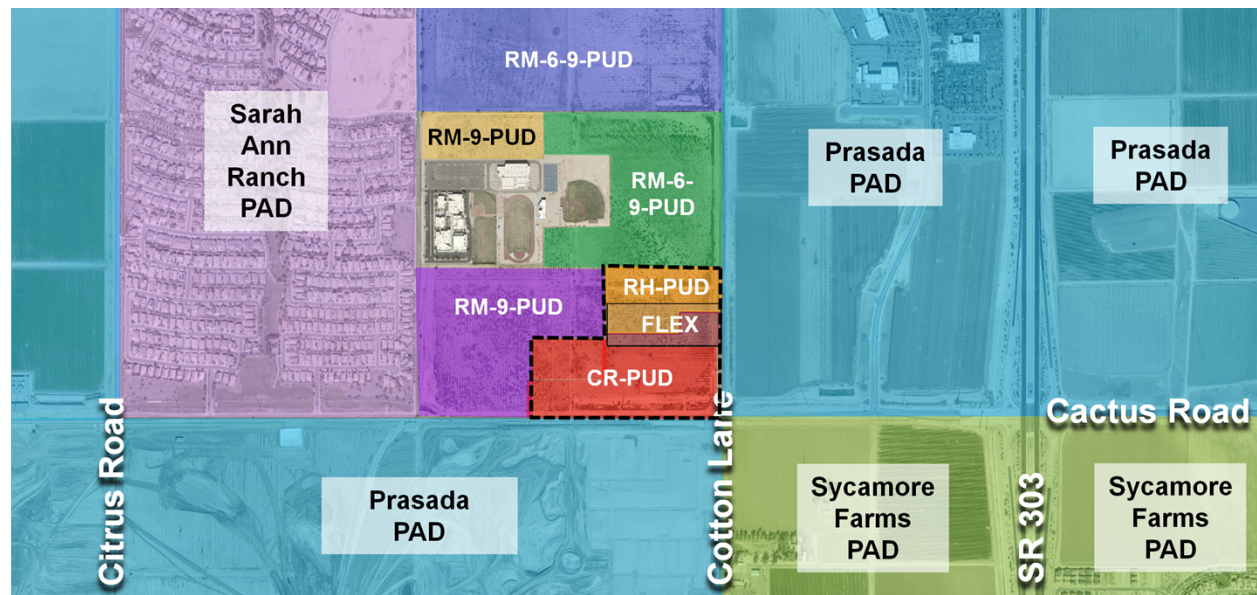
Support/Opposition: None received by staff

PROJECT DESCRIPTION:

Bowman Consulting Group, on behalf of NWC Cotton Lane and Cactus, seeks approval of a Final Plat to accommodate Hayden Townhomes and a proposed school.

EXISTING ZONING:

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



Ryder Ranch PAD (RM-6-9-PUD)	Ryder Ranch PAD (RM-6-9-PUD)	Prasada PAD (MU-PAD)
Cactus and 175 th PAD (RM-9-PUD)	Northwest Corner of Cactus Road and Cotton Lane (HD-CR-PUD)	Prasada PAD (MU-PAD)
Prasada PAD (MU-PAD)	Prasada PAD (MU-PAD)	Sycamore Farms PAD (C2-PAD)

BACKGROUND:

July 23, 2010: The Mayor and City Council approved and annexation for the subject property under Ordinance 2010-12.

June 24, 2010: The Mayor and City Council approved a PUD for the Northwest Corner of Cactus Road and Cotton Lane PUD under Case FS10-051.

February 7, 2018: A Concept Review meeting was held for the current proposal under case CR19-039.

April 3, 2019: The applicant submitted for a Site Plan and Final Plat for Hayden Townhomes, under Case FS19-528, the subject case.

November 7, 2019: The Planning and Zoning Commission will consider a Site Plan for the subject Townhouse project under Case FS19-258, the subject case.

ANALYSIS AND DISCUSSION:

The subject request involves the Final Platting of 35.41 acres into three (3) parcels to accommodate Hayden Townhomes and an anticipated school. The proposed Final Plat will provide a 12.42 acre parcel for the proposed Hayden Townhomes, 10.51 acres for an anticipated school, and 12.49 acres of developable land on the northwest corner of Cotton Lane and Cactus Road.

UTILITY AND SERVICES TABLE:

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

CONFORMANCE WITH ADOPTED PLANS:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which does not allow for Regional Commercial (CR) uses. This was part of a land swap of another parcel of land that was previously zoned CR and is currently zoned Residential.

REVIEWING AGENCIES:

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

SUMMARY:

Staff believes the proposed Final Plat is consistent with the manner and intent of the Northwest Corner of Cactus Road and Cotton Lane PUD in which it occupies. Approval will allow the site to be developed in accordance with the requirements of the City of Surprise and the Northwest Corner of Cactus Road and Cotton Lane PUD.

FINDINGS:

- The proposed Final Plat does not demonstrate compliance with the General Plan.
- The proposed Final Plat demonstrates compliance with the Northwest Corner of Cactus Road and Cotton Lane PUD.
- The reviewing agencies have indicated no objections to the request.

ATTACHMENTS:

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

VICINITY MAP

FS19-258
Hayden



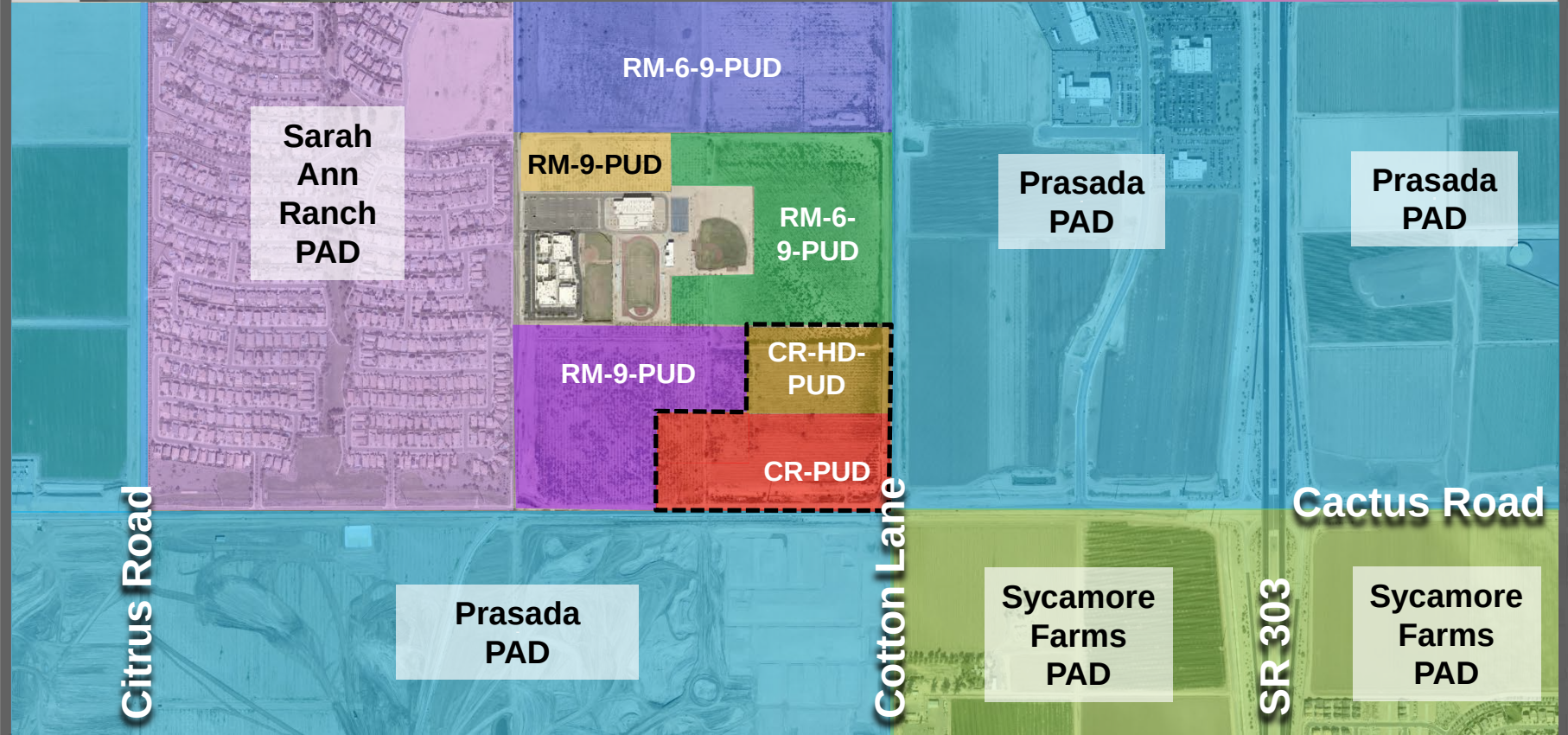
VICINITY MAP

FS19-258
Hayden



ZONING

FS19-258
Hayden



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS:

THAT NWC COTTON LANE & CACTUS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "NWC COTTON & CACTUS", A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "NWC COTTON & CACTUS", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

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

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

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

IN WITNESS WHEREOF:
NWC COTTON LANE & CACTUS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREBY CAUSED THEIR NAME TO BE AFFIXED AND THE SAME ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICERS.

NWC COTTON LANE & CACTUS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: JIM CACTUS AND COTTON LANE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, MEMBER

BY: J.M. MANAGEMENT COMPANY, INC., AN ARIZONA CORPORATION, MEMBER

BY: _____
R. MICHAEL MCQUAID, PRESIDENT

BY: G&D CACTUS – C.L., L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, MEMBER

BY: CAR-DEL LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, MEMBER

BY: GERMANN-GFB II, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, GENERAL PARTNER

BY: _____
GARY D. DAVIDSON, A MARRIED MAN DEALING WITH HIS SOLE AND SEPARATE PROPERTY, MEMBER

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED R. MICHAEL MCQUAID OF J.M. MANAGEMENT COMPANY, INC., AN ARIZONA CORPORATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } S.S.

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED GARY D. DAVIDSON OF GERMANN-GFB II, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

FINAL PLAT OF
NWC COTTON & CACTUS
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14,
TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14, BEING MARKED BY A BRASS CAP FLUSH WITH PAVEMENT, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 14, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 00°22'01" EAST, A DISTANCE OF 2640.39 FEET (BASIS OF BEARINGS);

THENCE NORTH 00°22'01" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1332.63 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89°59'50" WEST, A DISTANCE OF 33.00 FEET TO THE WEST LINE OF THE EAST 33 FEET OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°22'01" WEST, ALONG SAID WEST LINE, A DISTANCE OF 999.62 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°59'50" WEST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 00°22'01" WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 89°59'50" WEST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 00°22'01" WEST, A DISTANCE OF 200.00 FEET TO THE NORTH LINE OF THE SOUTH 33 FEET OF SAID SOUTHEAST QUARTER;

THENCE NORTH 89°59'50" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1223.30 FEET;

THENCE DEPARTING SAID NORTH LINE, NORTH 00°00'10" EAST, A DISTANCE OF 667.15 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 573.52 FEET;

THENCE NORTH 00°00'10" EAST, A DISTANCE OF 632.45 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 958.04 FEET TO THE POINT OF BEGINNING.

PUBLIC NOTICE

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

RELEASE OF LIABILITY

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

NOTICE OF INTERGOVERNMENTAL AGREEMENT

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

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

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

NOTES

- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES, INCLUDING, BUT NOT LIMITED TO, ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED, AND REPAIRED BY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
- THIS SITE IS IN THE VICINITY OF A MILITARY AIRPORT AS DESCRIBED BY STATE OF ARIZONA STATUTE ARS §28-8481. HOMES SHOULD INCLUDE SOUND ATTENUATION MEASURES AS DIRECTED BY STATE LAW. YOU WILL BE SUBJECT TO DIRECT OVER FLIGHTS AND NOISE BY LUKE AIR FORCE BASE JET AIRCRAFT IN THE VICINITY.

LUKE AIR FORCE BASE EXECUTES OVER 200,000 FLIGHT OPERATIONS PER YEAR, AT AN AVERAGE OF APPROXIMATELY 170 OVERFLIGHTS PER DAY. ALTHOUGH LUKE'S PRIMARY FLIGHT PATHS ARE LOCATED WITHIN 20 MILES FROM THE BASE, JET NOISE WILL BE APPARENT THROUGHOUT THE AREA AS AIRCRAFT TRANSIENT TO AND FROM THE BARRY M. GOLDWATER GUNNERY RANGE AND OTHER FLIGHT TRAINING AREAS.

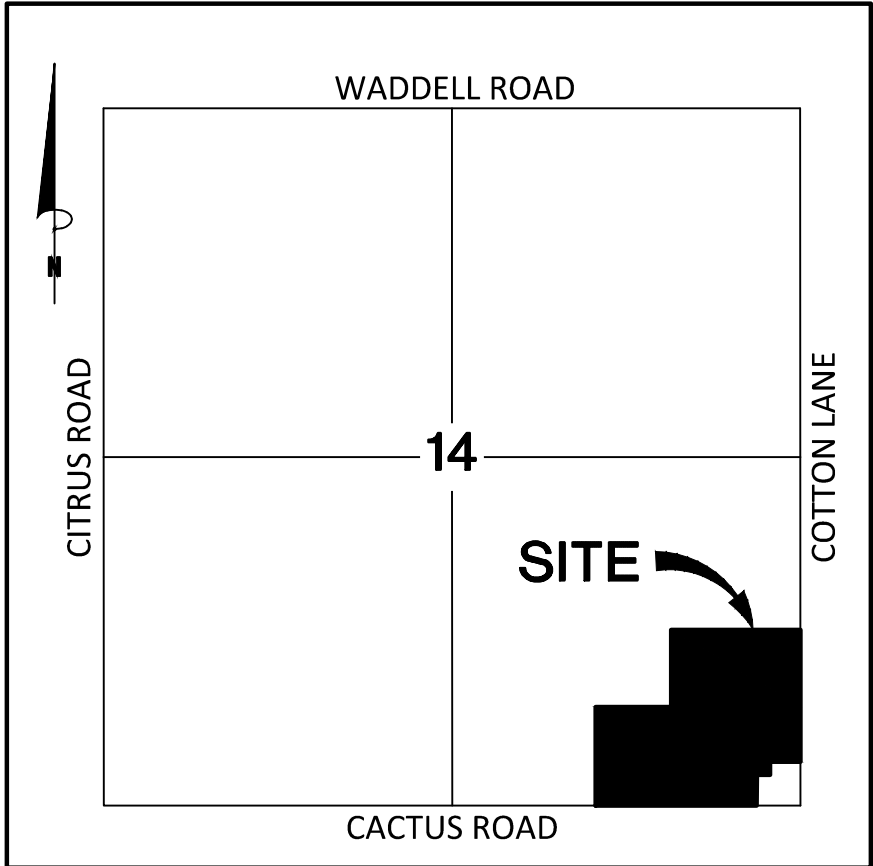
AIR FORCE BASE MAY LAUNCH AND RECOVER AIRCRAFT IN EITHER DIRECTION OFF ITS RUNWAYS ORIENTED TO THE SOUTHWEST AND NORTHEAST. NOISE WILL BE MORE NOTICEABLE DURING OVERCAST SKY CONDITIONS DUE TO NOISE REFLECTIONS OFF THE CLOUDS.

LUKE AIR FORCE BASE'S NORMAL FLYING HOURS EXTEND FROM 7:00 A.M. UNTIL APPROXIMATELY MIDNIGHT, MONDAY THROUGH FRIDAY, BUT SOME LIMITED FLYING WILL OCCUR OUTSIDE THESE HOURS AND DURING MOST WEEKENDS.

FOR FURTHER INFORMATION, PLEASE CHECK THE LUKE AIR FORCE BASE WEBSITE AT WWW.LUKE.AF.MIL/URBANDEVELOPMENT OR CONTACT THE MARICOPA COUNTY PLANNING AND DEVELOPMENT DEPARTMENT.

FLOOD PLAIN DESIGNATION

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1660L, DATED OCTOBER 16, 2013 THIS PROPERTY IS LOCATED IN FLOOD ZONE "A": AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT WITH NO BASE FLOOD ELEVATIONS OR DEPTH, AND FLOOD ZONE "X": AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.



VICINITY MAP
N.T.S.

SHEET INDEX

- COVER, NOTES, DEDICATION, SITE DATA, CERTIFICATIONS
- FINAL PLAT MAP, AREA & LINE TABLES

SITE DATA

EXISTING ZONING NORTHWEST CORNER OF CACTUS ROAD AND COTTON LANE PUD WITH THE UNDERLYING ZONING OF FLEXIBLE ZONING (RH-CR-PUD)
NUMBER OF LOTS 3
GROSS AREA 35.4070 ACRES
NET AREA 35.4070 ACRES

OWNER/ DEVELOPER

NWC COTTON LANE & CACTUS, L.L.C.
1110 E MISSOURI AVE STE 700
PHOENIX, ARIZONA 85014
PHONE: (602) 263-7626
CONTACT: GARY DAVIDSON

ENGINEER

BOWMAN CONSULTING GROUP, LTD.
6751 NORTH SUNSET BLVD, SUITE 325
GLENDALE, AZ 85305
PHONE: (623) 299-8981
CONTACT: JOE CABLE

BASIS OF BEARINGS

NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 999 OF MAPS, PAGE 27, M.C.R.

REFERENCE DOCUMENTS

ROMOLA UNIT 23	BOOK 20 OF MAPS, PAGE 45, M.C.R.
RESULTS OF SURVEY	BOOK 999 OF MAPS, PAGE 27, M.C.R.
RECORD OF SURVEY	BOOK 1077 OF MAPS, PAGE 2, M.C.R.
RECORD OF SURVEY	BOOK 1299 OF MAPS, PAGE 5, M.C.R.
LOT COMBINATION	BOOK 1323 OF MAPS, PAGE 46, M.C.R.

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

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

MAYOR DATE _____

ATTEST: _____ DATE _____
CITY CLERK

SURVEYOR'S CERTIFICATION

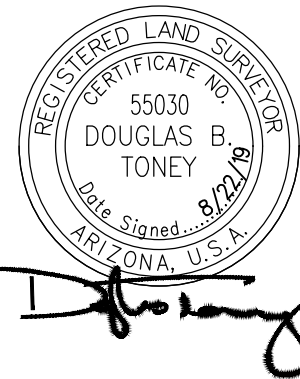
I, DOUGLAS B. TONEY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH 2019; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DOUGLAS B. TONEY 8/22/19
REGISTERED LAND SURVEYOR NO. 55030
BOWMAN CONSULTING
1295 W. WASHINGTON STREET, SUITE 108
TEMPE, ARIZONA 85281

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

FINAL PLAT OF
NWC COTTON & CACTUS
SURPRISE, ARIZONA

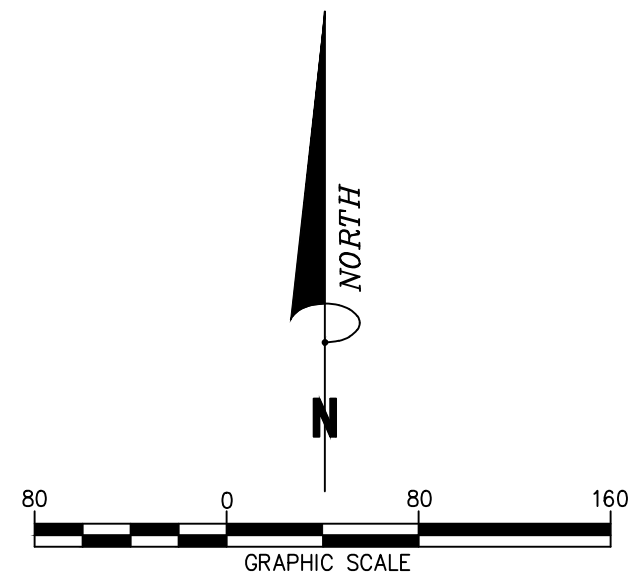
Bowman
CONSULTING
Bowman Consulting Group, Ltd.
1295 W Washington Street, #108
Tempe, AZ 85281
Phone: (480) 623-8830
Fax: (480) 629-8841
www.bowmanconsulting.com



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DATE: 8/22/19
PROJ NO: 050634-01
TASK NUM: 002
DRAWN BY: TL
CHECKED: DT
QUALITY:
CLIENT NO:
SCALE
N.T.S.
1 of 2

File: V:\050534 - NWC Cotton and Cactus\050534-01-002 (S&S) - Hayden Farm\Survey\JWC\Draw\050534-Prop Split.dwg Plotted: Aug 22, 2019

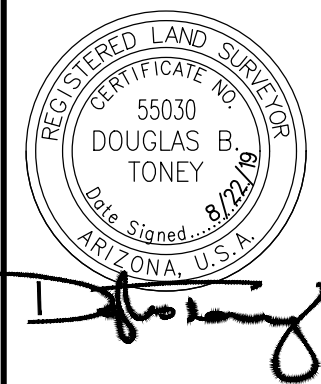
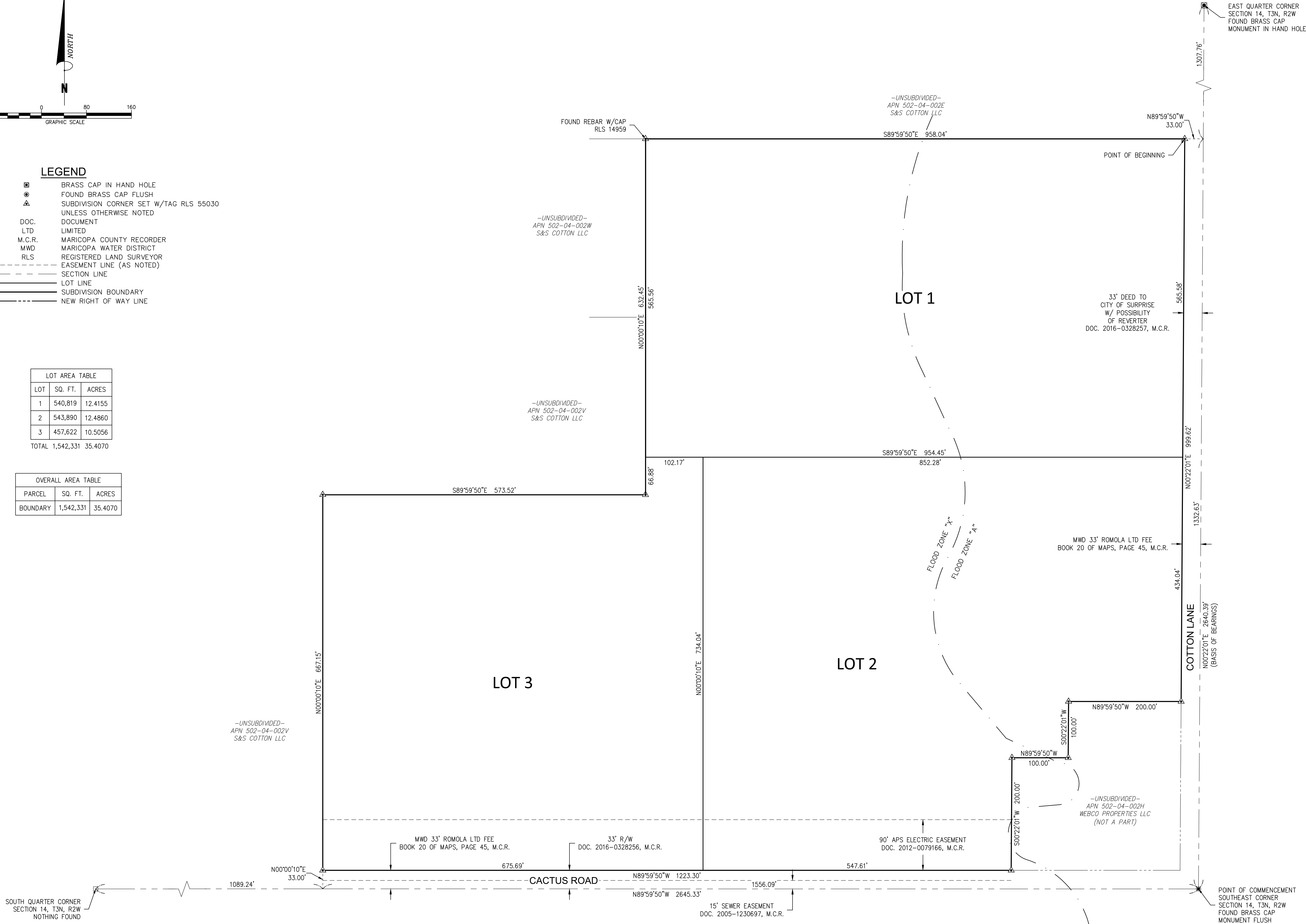


LEGEND

- BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SUBDIVISION CORNER SET W/TAG RLS 55030 UNLESS OTHERWISE NOTED
- DOC. DOCUMENT
- LTD LIMITED
- M.C.R. MARICOPA COUNTY RECORDER
- MWD MARICOPA WATER DISTRICT
- RLS REGISTERED LAND SURVEYOR
- EASEMENT LINE (AS NOTED)
- SECTION LINE
- LOT LINE
- ===== SUBDIVISION BOUNDARY
- NEW RIGHT OF WAY LINE

LOT AREA TABLE			
LOT	SQ. FT.	ACRES	
1	540,819	12.4155	
2	543,890	12.4860	
3	457,622	10.5056	
TOTAL		1,542,331	35.4070

OVERALL AREA TABLE		
PARCEL	SQ. FT.	ACRES
BOUNDARY	1,542,331	35.4070



FINAL PLAT OF
NWC COTTON & CACTUS
SURPRISE, ARIZONA

© Bowman Consulting Group, Ltd.

DATE: 8/22/19
PROJ NO: 050634-01
TASK NUM: 002
DRAWN BY: SN
CHECKED: DT
QUALITY:
CLIENT NO:
SCALE 1" = 80'
2 OF 2

CASE # FS19-258



LANDSCAPE LEGEND

SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	QTY
TREES			
	<i>PISTACHIA CHINENSIS</i> 'RED PUSH' RED PUSH CHINESE PISTACHE	24" BOX	145
	<i>FRAXINUS VELUTINA</i> 'FAN TEX' FAN TEX ASH	24" BOX	91
	<i>QUERCUS VIRGINIANA</i> SOUTHERN LIVE OAK	24" BOX	89
	<i>CHILOPSIS LINEARIS</i> X 'LUCRETIA HAMILTON' LUCRETIA HAMILTON DESERT WILLOW	24" BOX	19

SHRUBS	SIZE	QTY
	<i>EROMOPHILA MACULATA</i> 'VALENTINE' VALENTINE BUSH	5 GAL. 496
	<i>NERIUM OLEANDER</i> 'PETITE PINK' PETITE PINK OLEANDER	5 GAL. 351
	<i>LECOPHYLLUM LANGMANIAE</i> 'RIO BRAVO' RIO BRAVO SAGE	5 GAL. 1,046
	<i>RUSELLIA EQUISETIFORMIS</i> CORAL FOUNTAIN	5 GAL. 295
	<i>TECOMA CAPENSIS</i> CAPE HONEYSUCKLE	5 GAL. 280
	<i>MYRTUS COMMUNIS</i> 'COMPACTA' DWARF MYRTLE	5 GAL. 392

ACCENTS & VINES	SIZE	QTY
	<i>DASYLIRON LONGISSIMUM</i> SMOOTH SOTOL, MEXICAN GRASS TREE	5 GAL. 373
	<i>MUHLENBERGIA CAPILLARIS</i> 'REGAL MIST' REGAL MIST DEER GRASS	5 GAL. 373
	<i>BOUGAINVILLEA</i> 'SAN DIEGO RED' SAN DIEGO RED BOUGAINVILLEA	5 GAL. 100
	<i>HARDENBERGIA VIOLACEA</i> LILAC VINE	5 GAL. 7

GROUND COVER	SIZE	QTY
	<i>LANTANA</i> X 'NEW GOLD' NEW GOLD LANTANA	1 GAL. 999
	<i>LANTANA MONTIVENDENSIS</i> PURPLE TRAILING LANTANA	1 GAL. 274
	<i>EROMOPHILA GLABRA</i> 'MINGENOW GOLD' OUTBACK SUNRISE EMU	1 GAL. 97

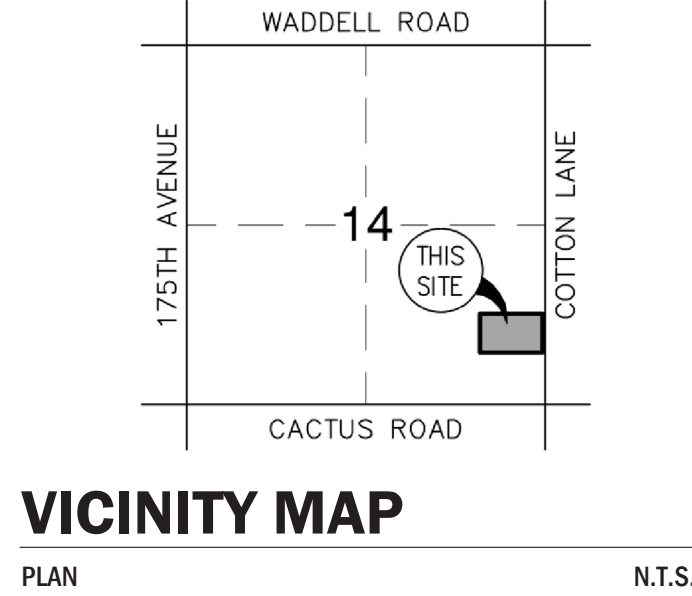
TURF		QTY
	TURF GRASS CYNODON DACTYLON 'MIDIRON' (SOD) HYBRID BERMUDA GRASS	29,580 S.F.

TOP DRESSING	QTY
 DECOMPOSED GRANITE SIZE: 1/2" SCREENED COLOR: EXPRESS BROWN	162,717 S.F.

	<i>ANGULAR RIP RAP</i> SIZE: 3" - 6" COLOR: EXPRESS CARMEL	6,222 S.F.
--	--	------------

KEYED NOTES

C.X	CIVIL
C.1	NEW CURB, SEE PLANS BY CIVIL ENGINEER
C.2	OFFSITE CONCRETE SIDEWALK, SEE CIVIL ENG. PLANS
C.3	RAMP, SEE CIVIL ENG. PLANS
C.4	DRIVEWAY, SEE CIVIL ENG. PLANS
C.5	PARKING AND HANDICAP PARKING STRIPING, SEE CIVIL ENG. PLANS
C.6	DRYWELL, SEE CIVIL ENG. PLANS
A.X	ARCHITECTURE
A.1	COMMUNITY BUILDING, SEE ARCHITECTURE PLANS
L.X	LANDSCAPE
L.1	ENTRY MONUMENT, SEE DETAIL 1, SHEET L4
L.2	ENTRY GATES, SEE DETAIL 2, SHEET L4
L.3	POOL, SEE BLOWUP ON SHEET L5
L.4	SPA, SEE BLOW UP ON SHEET L5
L.5	PLAY STRUCTURE, SEE BLOW UP ON SHEET L5
L.6	15' x 15' SHADE SAIL, SEE SHEET L6
L.7	12' x 9' SHADE SAIL, SEE SHEET L6
L.8	SIGHT VISIBILITY LINE PER CITY OF SURPRISE DTL. 4-01
L.9	TRASH ENCLOSURE GATE, SEE DETAIL 1, SHEET L4
L.10	DECORATIVE SIDEWALK CROSSING, SEE DETAIL 7/L6



LEGEND	
	PROPERTY LINE
	EASEMENT LINE
	EXISTING CONTOUR LINE
	PROPOSED CONTOUR LINE

PROJECT TEAM

DEVELOPER
FIG HAYDEN FARMS LLC
295 W. CENTER STREET #200
PROVO UTAH, 84601
PH: (801) 649.3519

CONTACT: JAMES DOOLIN
EMAIL: JAMES@LDP.UTAH.COM

CIVIL ENGINEER
BOWMAN CONSULTING
6751 NORTH SUNSET BLVD, SUITE 325
GLENDALE, AZ 85305
PH: (623) 299.8981

CONTACT: JOE CABLE P.E.
EMAIL: JCABLE@BOWMANCONSULTING.COM

LANDSCAPE ARCHITECT
THOMAS + CROWLEY LLC
126 E. CONSTITUTION COURT
GILBERT, AZ 85296
P: (480) 878.4708

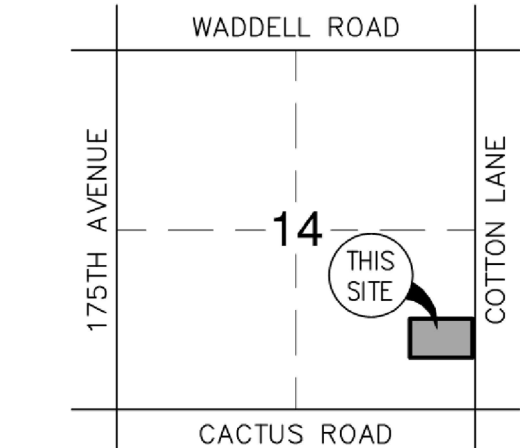
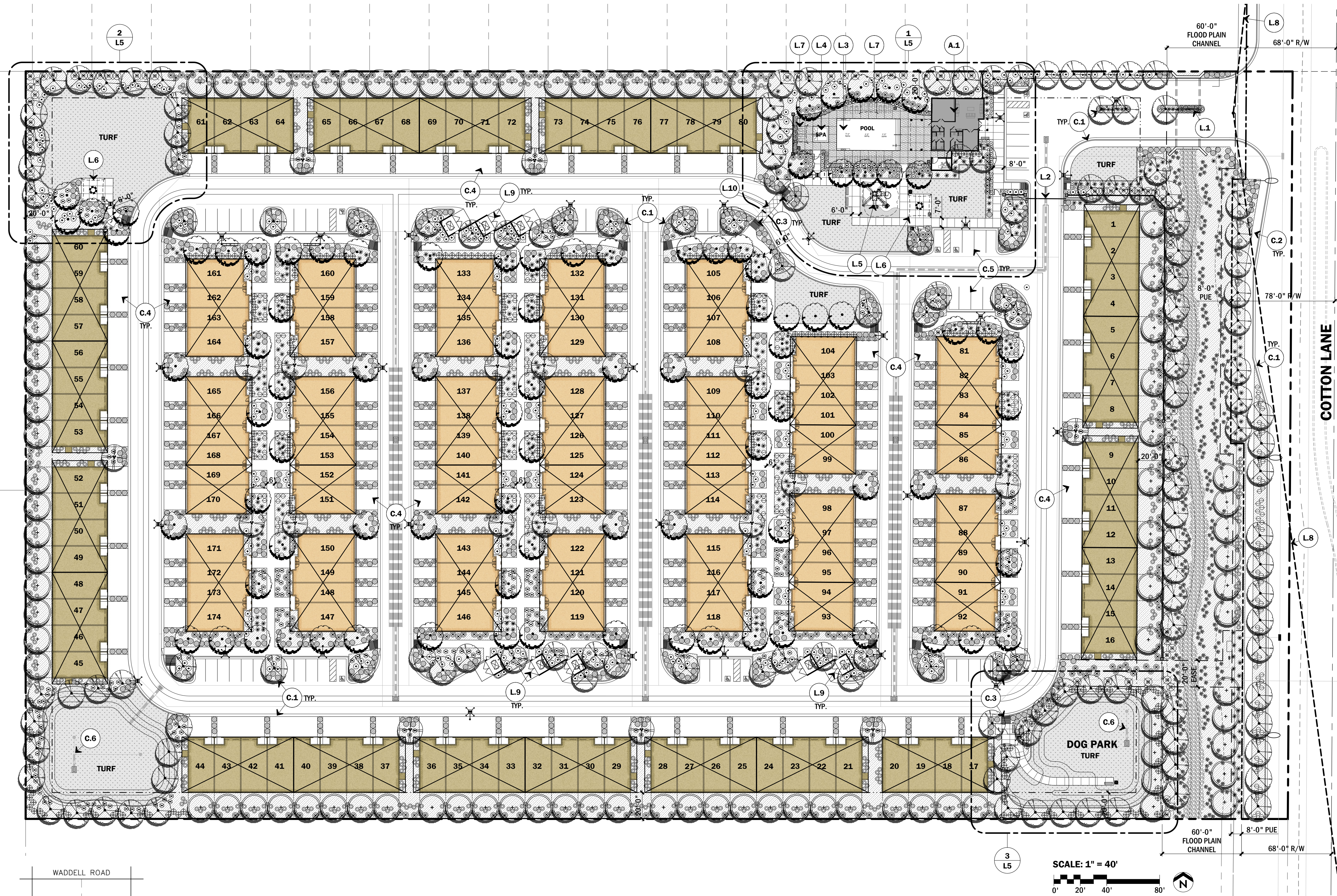
CONTACT: CRAIG CROWLEY, RLA
EMAIL: CRAIG@THOMAS-CROWLEY.COM

SITE DATA

ZONING:	MF/L
SITE AREA:	12.84 AC GROSS 11.92 AC NET
TOTAL LOTS:	174
DENSITY:	13.55 DU/AC GROSS 14.60 DU/AC NET
OPEN SPACE:	2.31 AC 17.95 % GROSS 19.35 % NET

BUILDING LEGEND

	DELINDA FRONT LOADED 4 PACK = 8 UNITS 6 PACK = 72 UNITS
	TUCKER REAR LOADED 4 PACK = 40 UNITS 6 PACK = 54 UNITS
TOTAL: 174 UNITS	



VICINITY MAP

PLAN N.T.S.

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE

PROJECT TEAM

DEVELOPER
FIG HAYDEN FARMS LLC
295 W. CENTER STREET #200
PROVO UTAH, 84601
PH: (801) 649.3519

CONTACT: JAMES DOOLIN
EMAIL: JAMES@LDPUTAH.COM

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SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	QTY
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	FRAXINUS VELUTINA 'FAN TEX' FAN TEX ASH	24" BOX	91
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	24" BOX	89
	CHILOPSIS LINEARIS X 'LUCRETIA HAMILTON' LUCRETIA HAMILTON DESERT WILLOW	24" BOX	19
SHRUBS			
	EROMOPHILA MACULATA 'VALENTINE' VALENTINE BUSH	5 GAL.	496
	NERIUM OLEANDER 'PETITE PINK' PETITE PINK OLEANDER	5 GAL.	351
	LECOPHYLLUM LANGMANIAE 'RIO BRAVO' RIO BRAVO SAGE	5 GAL.	1,046
	RUSELLIA EQUISETIFORMIS CORAL FOUNTAIN	5 GAL.	295
	TECOMA CAPENSIS CAPE HONEYSUCKLE	5 GAL.	280
	MYRTUS COMMUNIS 'COMPACTA' DWARF MYRTLE	5 GAL.	392
ACCENTS & VINES			
	DASYLIRION LONGISSIMUM SMOOTH SOTOL, MEXICAN GRASS TREE	5 GAL.	373
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' REGAL MIST DEER GRASS	5 GAL.	373
	BOUGAINVILLEA 'SAN DIEGO RED' SAN DIEGO RED BOUGAINVILLEA	5 GAL.	100
	HARDENBERGIA VIOLACEA LILAC VINE	5 GAL.	7
GROUND COVER			
	LANTANA X 'NEW GOLD' NEW GOLD LANTANA	1 GAL.	999
	LANTANA MONTIVENDESIS PURPLE TRAILING LANTANA	1 GAL.	274
	EROMOPHILA GLABRA 'MINGENW GOLD' OUTBACK SUNRISE EMU	1 GAL.	97
TURF			
	TURF GRASS CYNODON DACTYLON 'MIDIRON' (SOD) HYBRID BERMUDA GRASS		29,580 S.F.
TOP DRESSING			
	DECOMPOSED GRANITE SIZE: 1/2" SCREENED COLOR: EXPRESS BROWN		162,717 S.F.
	ANGULAR RIP RAP SIZE: 3" - 6" COLOR: EXPRESS CARMEL		6,222 S.F.

KEYED NOTES

- C.X CIVIL**
- C.1** NEW CURB, SEE PLANS BY CIVIL ENGINEER
- C.2** OFFSITE CONCRETE SIDEWALK, SEE CIVIL ENG. PLANS
- C.3** RAMP, SEE CIVIL ENG. PLANS
- C.4** DRIVEWAY, SEE CIVIL ENG. PLANS
- C.5** PARKING AND HANDICAP PARKING STRIPING SEE CIVIL ENG. PLANS
- C.6** DRYWELL, SEE CIVIL ENG. PLANS
- A.X ARCHITECTURE**
- A.1** COMMUNITY BUILDING, SEE ARCHITECTURE PLANS
- L.X LANDSCAPE**
- L.1** ENTRY MONUMENT, SEE DETAIL 1, SHEET L4
- L.2** ENTRY GATES, SEE DETAIL 2, SHEET L4
- L.3** POOL, SEE BLOWUP ON SHEET L5
- L.4** SPA, SEE BLOW UP ON SHEET L5
- L.5** PLAY STRUCTURE, SEE BLOW UP ON SHEET L5
- L.6** 15' x 15' SHADE SAIL, SEE SHEET L6
- L.7** 12' x 9' SHADE SAIL, SEE SHEET L6
- L.8** SIGHT VISIBILITY LINE PER CITY OF SURPRISE DTL. 4-01
- L.9** TRASH ENCLOSURE GATE, SEE DETAIL 1, SHEET L4
- L.10** DECORATIVE SIDEWALK CROSSING, SEE DETAIL 7/L6



WALL LEGEND		
KEY	SYMBOL	DESCRIPTION
A		THEME WALL
B		SITE FENCE
C		PRIVACY FENCE
D		BUILDER WALL PER CITY OF SURPRISE DETAILS
EX		EXISTING WALL DO NOT DISTURB

NOTE: SEE SHEET L4 FOR ALL WALL DETAILS

MAILBOXES	
	MAILBOX LOCATION SEE DETAIL 2/L3

KEYED NOTES	
C.X	CIVIL
C.1	NEW CURB, SEE PLANS BY CIVIL ENGINEER
C.2	OFFSITE CONCRETE SIDEWALK, SEE CIVIL ENG. PLANS,
C.3	RAMP, SEE CIVIL ENG. PLANS
C.4	DRIVEWAY, SEE CIVIL ENG. PLANS
C.5	PARKING AND HANDICAP PARKING STRIPING SEE CIVIL ENG. PLANS
C.6	DRYWELL, SEE CIVIL ENG. PLANS
A.X	ARCHITECTURE
A.1	COMMUNITY BUILDING, SEE ARCHITECTURE PLANS
L.X	LANDSCAPE
L.1	ENTRY MONUMENT, SEE DETAIL 1, SHEET L4
L.2	ENTRY GATES, SEE DETAIL 2, SHEET L4
L.3	POOL, SEE BLOWUP ON SHEET L5
L.4	SPA, SEE BLOW UP ON SHEET L5
L.5	PLAY STRUCTURE, SEE BLOW UP ON SHEET L5
L.6	15' x 15' SHADE SAIL, SEE SHEET L6
L.7	12' x 9' SHADE SAIL, SEE SHEET L6
L.8	SIGHT VISIBILITY LINE PER CITY OF SURPRISE DTL. 4-01
L.9	TRASH ENCLOSURE GATE, SEE DETAIL 1, SHEET L4



PROJECT

HAYDEN FARMS

SURPRISE, ARIZONA

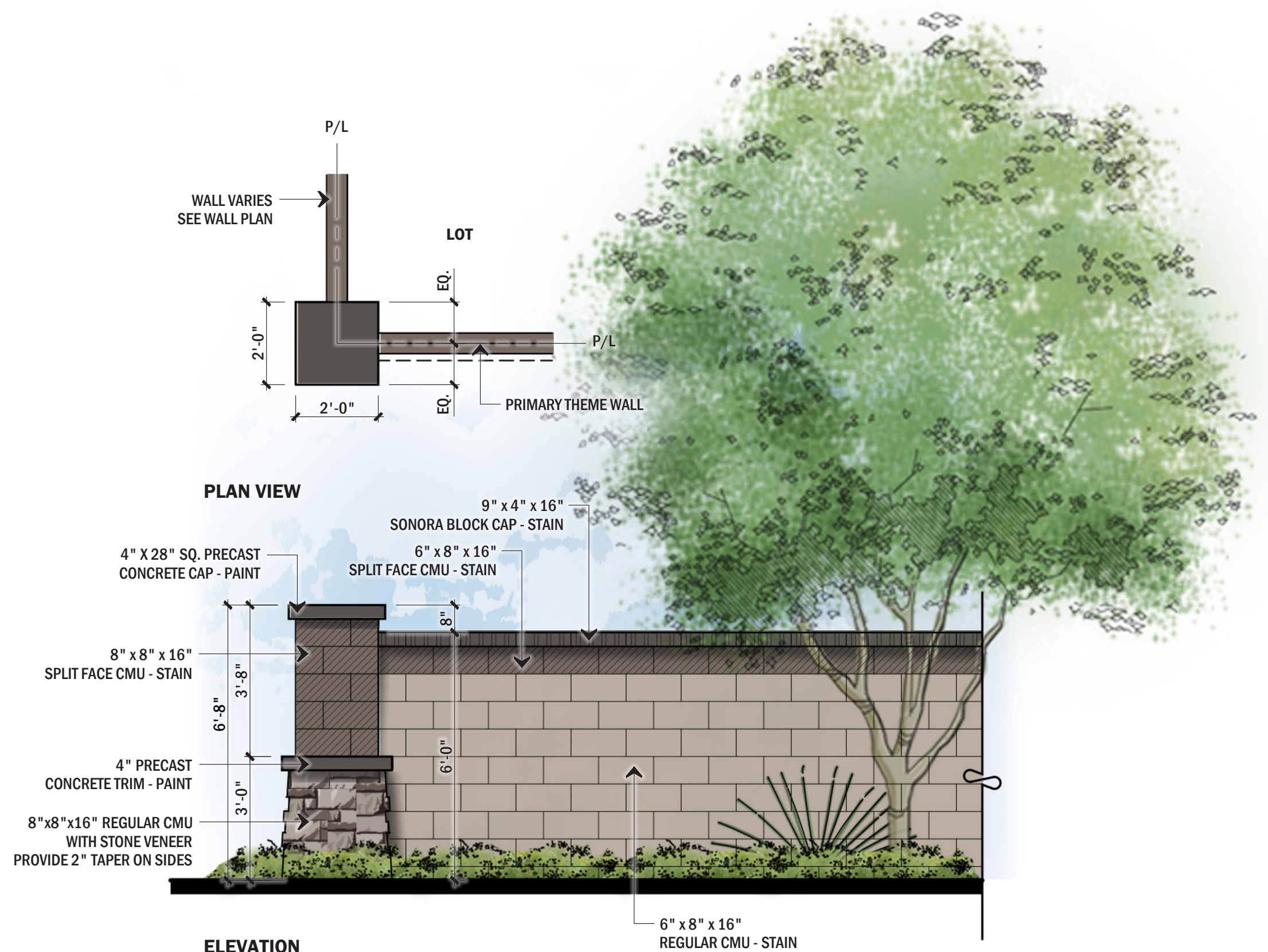
EXHIBIT

WALL PLAN

EXHIBIT #

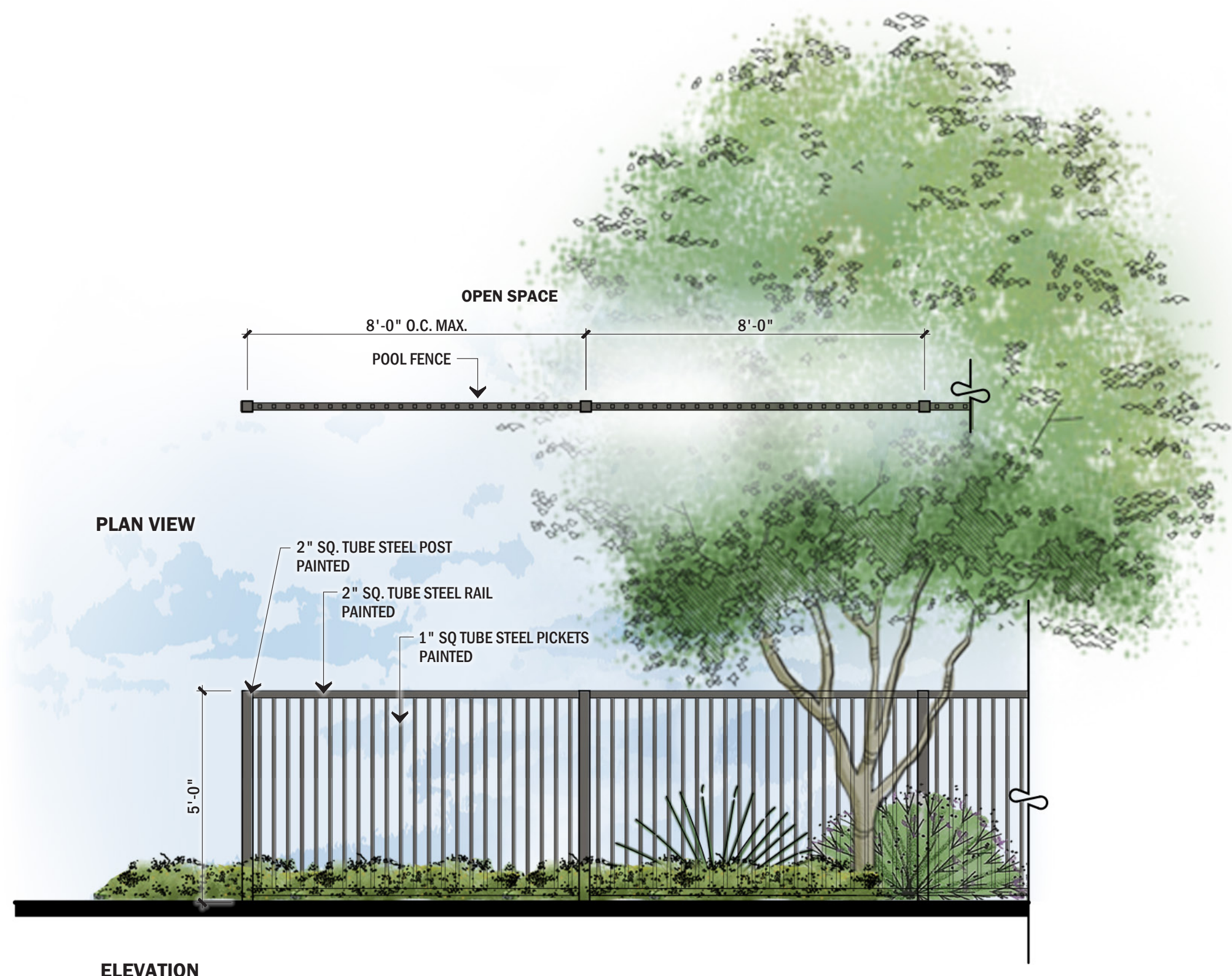
L2

CASE: FS19-258
DATE: 5.31.2019



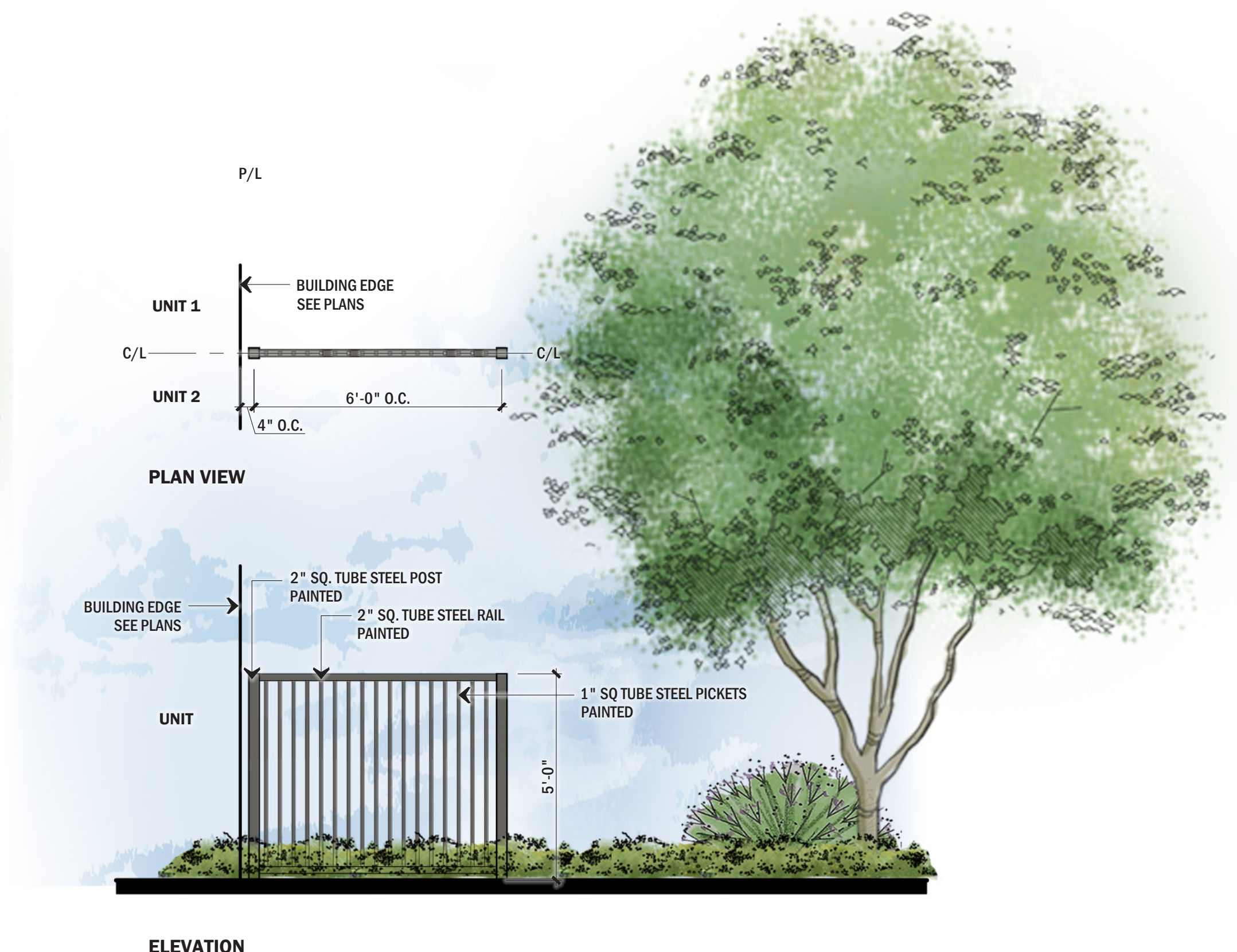
A THEME WALL

SCALE: 3/8" = 1'-0"



B SITE FENCE

SCALE: 3/8" = 1'-0"



C PRIVACY FENCE

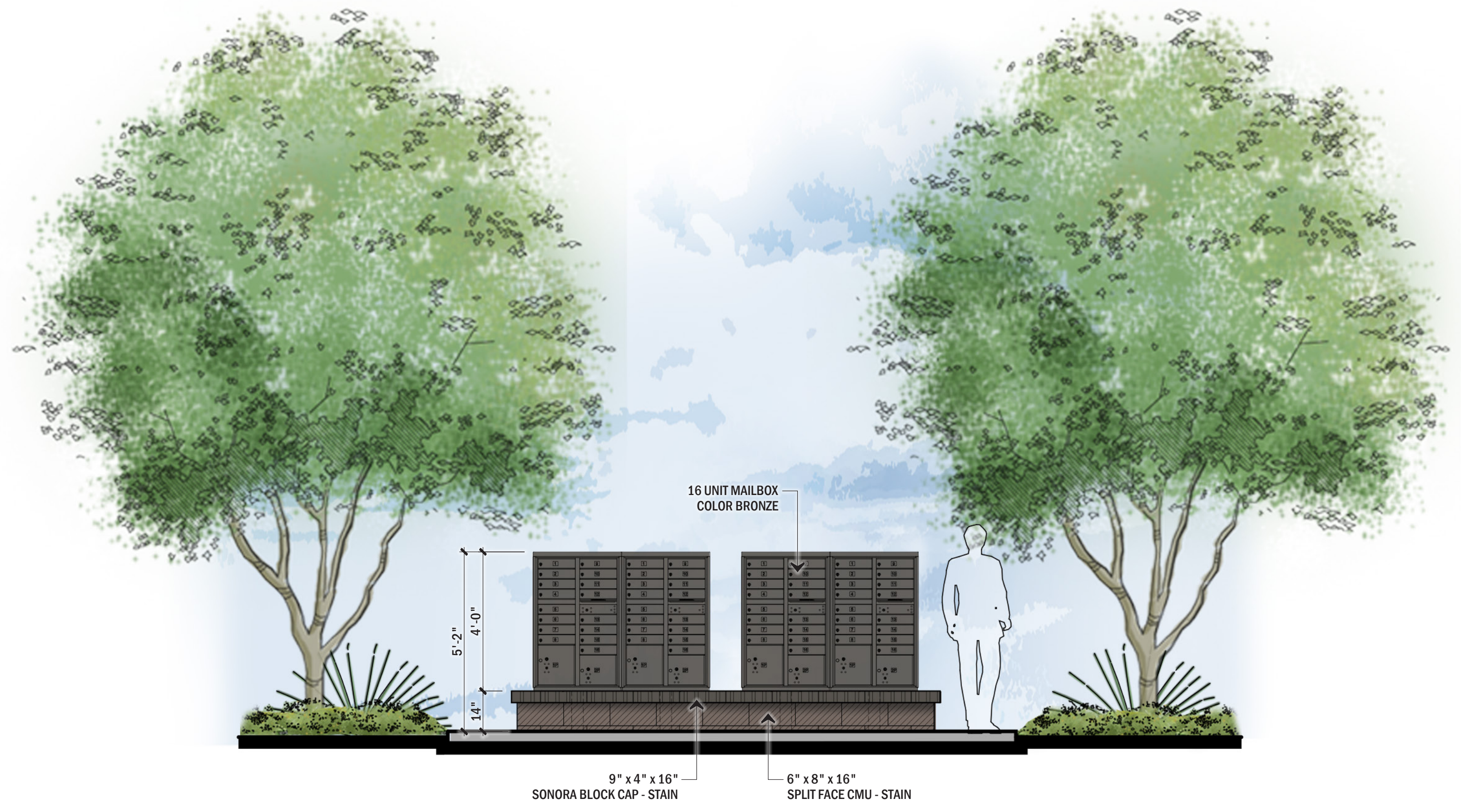
SCALE: 3/8" = 1'-0"



1 TRASH ENCLOSURE GATE

ELEVATION

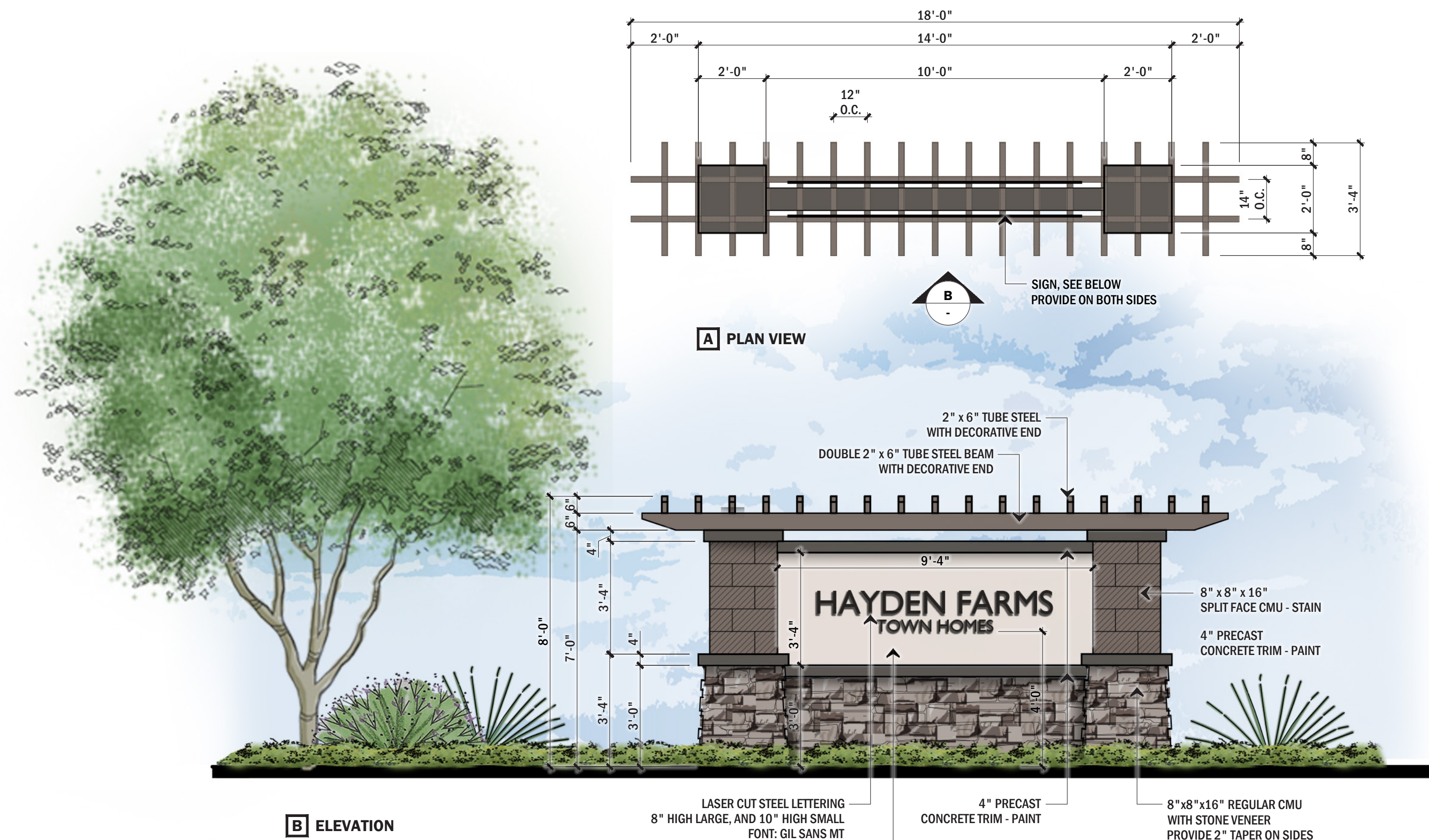
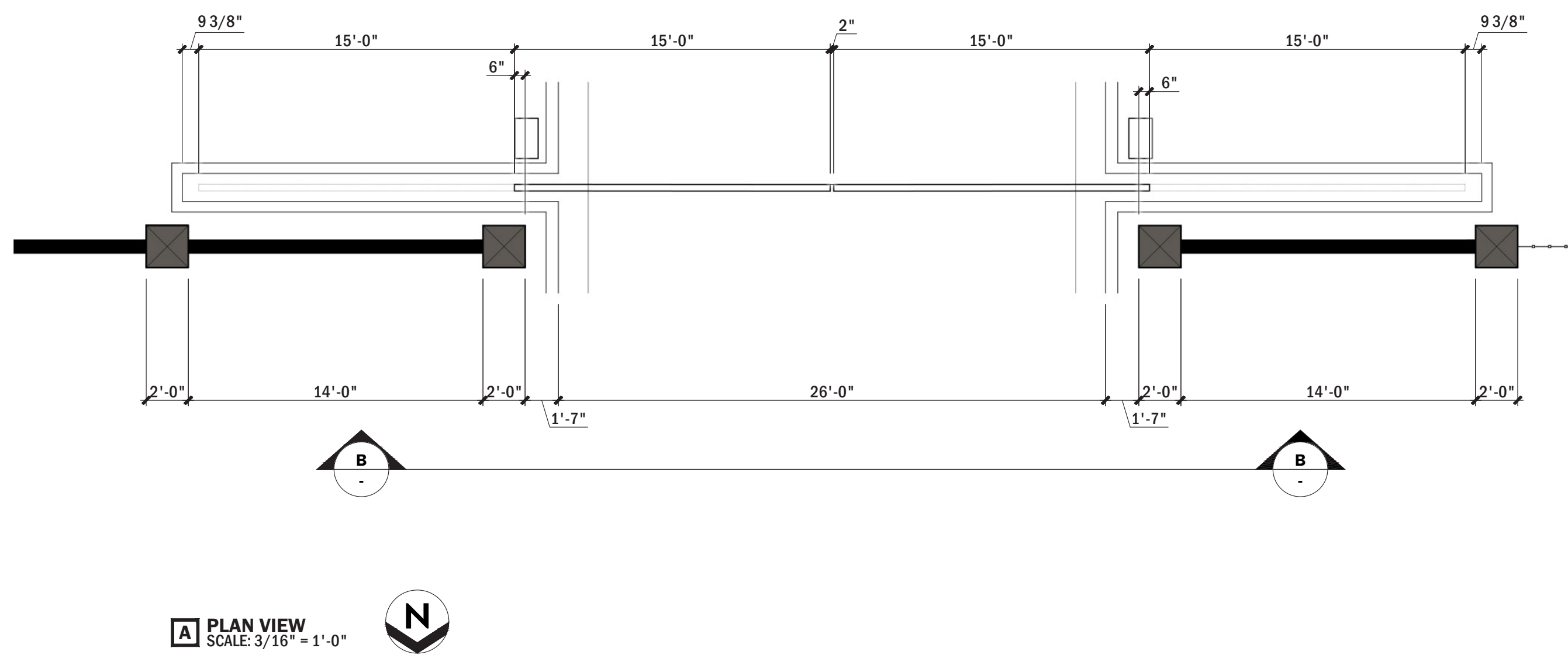
SCALE: 3/8" = 1'-0"



2 MAILBOX DETAIL

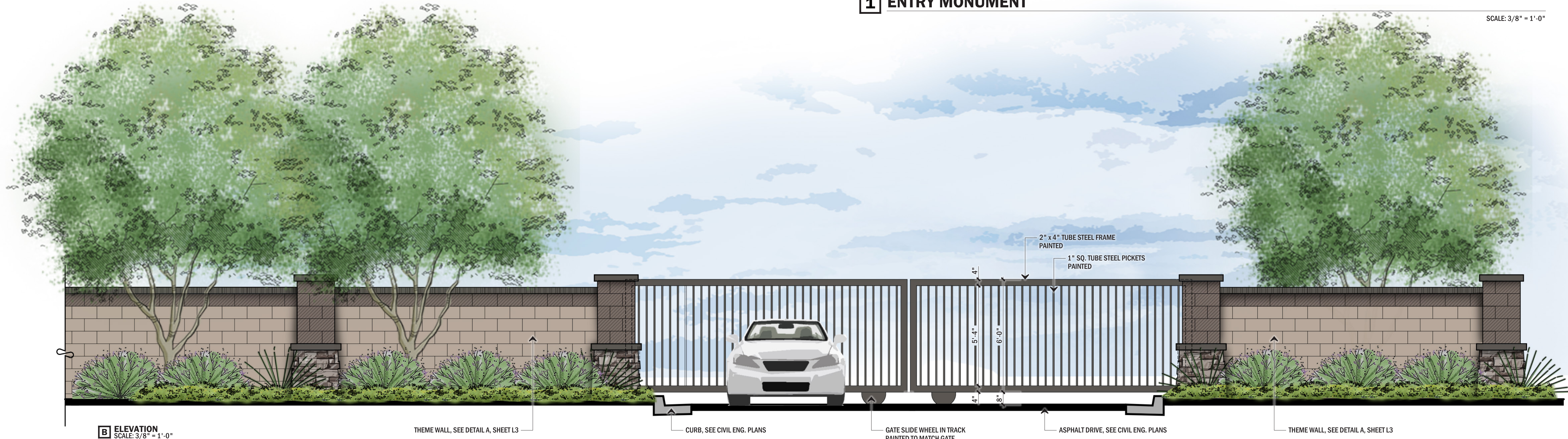
ELEVATION

SCALE: 3/8" = 1'-0"



1 ENTRY MONUMENT

SCALE: 3/8" = 1'-0"



2 ENTRY GATE



MANUFACTURER: THOMAS-STEELE
STYLE: AURORA 6FT BENCH
COLOR: BRONZE

1 BENCH

SCALE: N.T.S.



MANUFACTURER: THOMAS-STEELE
STYLE: ASHTON - AST-6F
SEATS - IPE
TABLE TOP - GRAY
FRAME - BRONZE

2 PICNIC TABLE

SCALE: N.T.S.



MANUFACTURER: THOMAS STEEL
STYLE: ARCADIA
COLOR: BRONZE
SIZE: 32 GALLON

3 TRASH RECEPTACLE

SCALE: N.T.S.



MANUFACTURER: LITTLE TIKES
MODEL: 216 X COVERED GRILL

3 BBQ

SCALE: N.T.S.



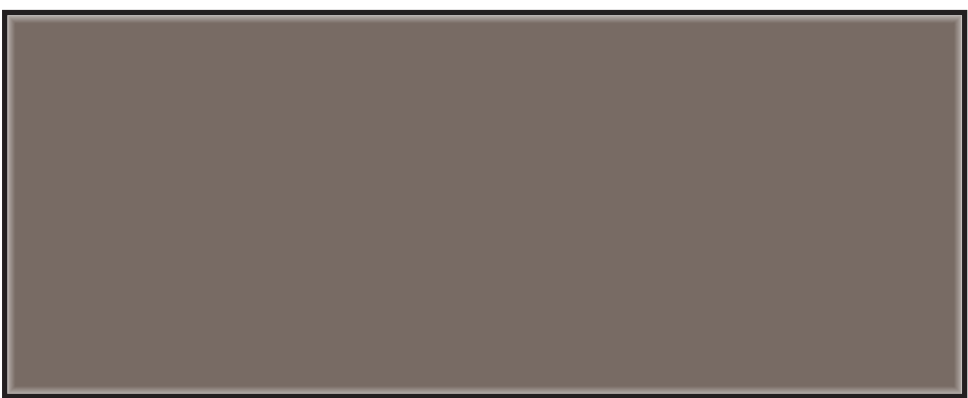
LANDSCAPE STRUCTURES (OR EQUAL)
COLORS: POSTS - BRONZE

4 PLAY STRUCTURE

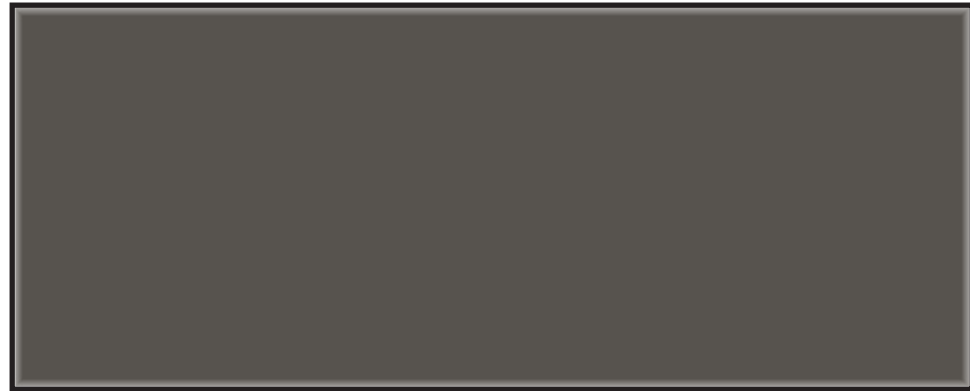
SCALE: N.T.S.



KOOL DECK
COLOR: SAND BUFF



STEEL LATTICE
COLOR: SW 6075 GARRET GRAY



STEEL
COLOR: SW 7048 URBANE BRONZE



STUCCO
COLOR: SW 6077 EVERYDAY WHITE



MASONRY - SPLIT FACE & SONORA CAP
COLOR: SW 7048 URBANE BRONZE



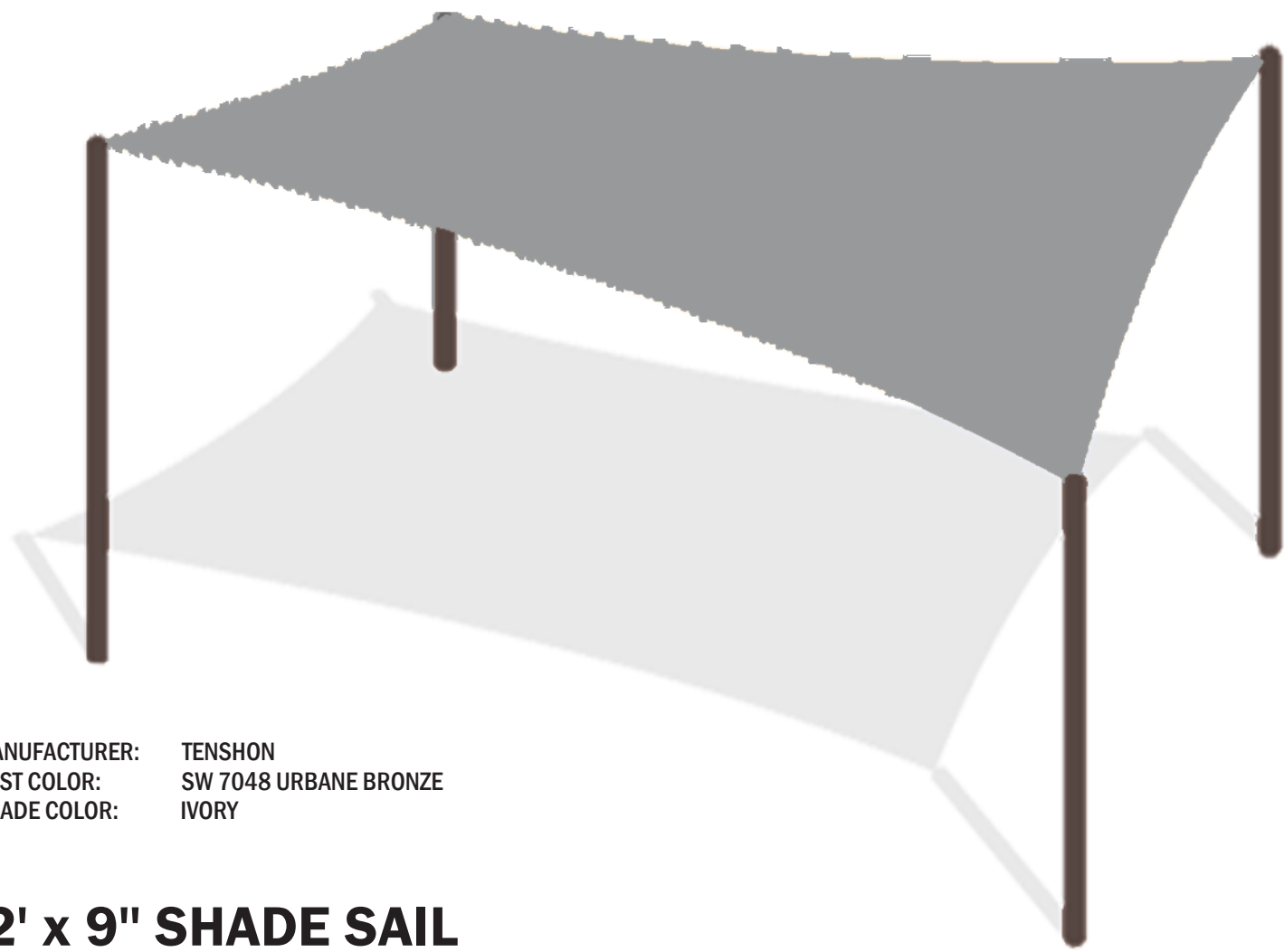
MASONRY - SMOOTH
COLOR: SW6080 UTTERLY BEIGE



PRECAST CAP
COLOR: SW 6075 GARRET GRAY



COLORLED CONCRETE
COLOR: DAVIS COLORS 6058 "DUNE"



MANUFACTURER: TENSION
POST COLOR: SW 7048 URBANE BRONZE
SHADE COLOR: IVORY

5 12' x 9" SHADE SAIL

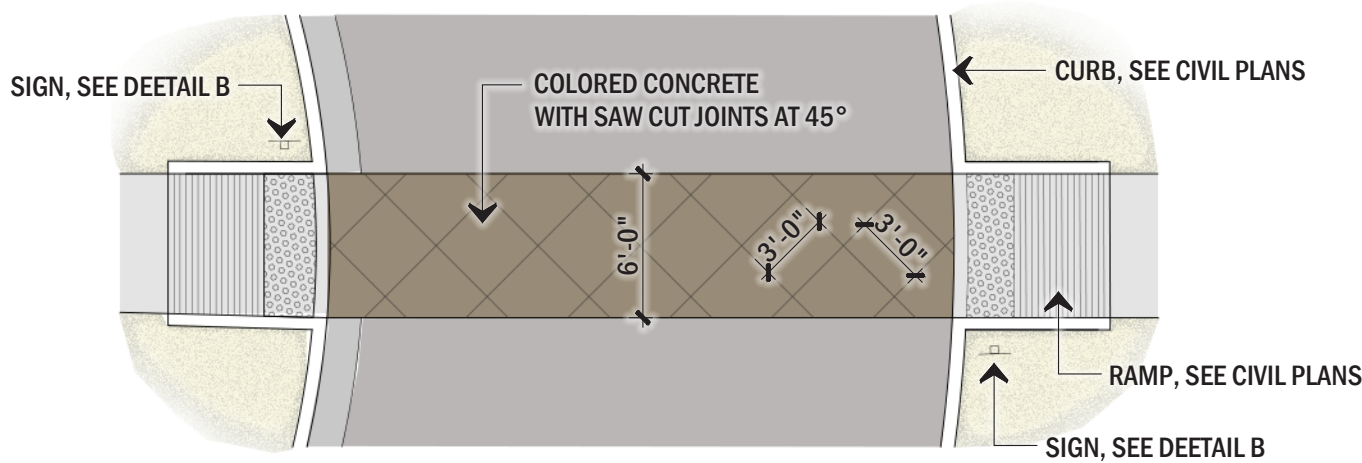
SCALE: N.T.S.



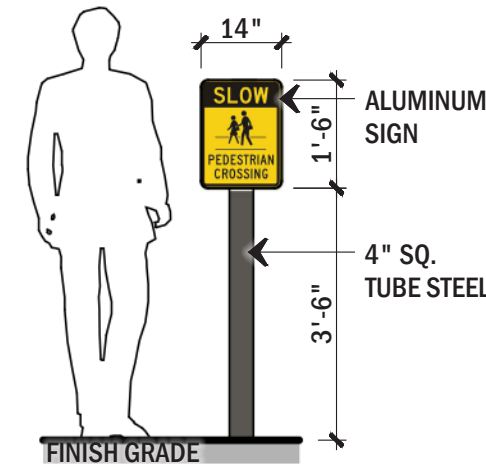
MANUFACTURER: TENSION
POST COLOR: SW 7048 URBANE BRONZE
SHADE COLOR: IVORY

6 15' x 15' SHADE SAIL

SCALE: N.T.S.

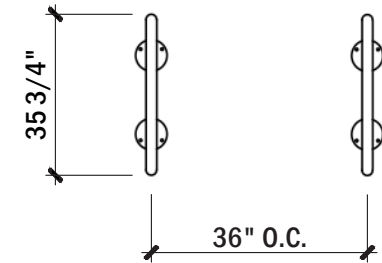


A PLAN VIEW
SCALE: 1/8" = 1'-0"

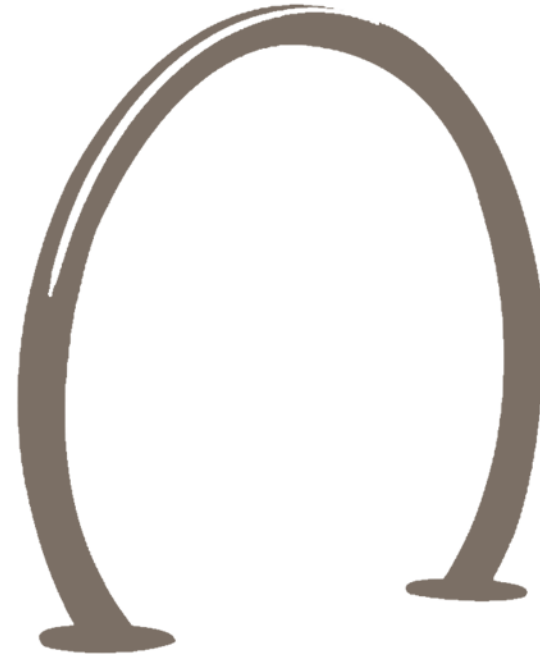


B SIGN ELEVATION
SCALE: 1/8" = 1'-0"

7 DECORATIVE SIDEWALK CROSSING



A PLAN VIEW
SCALE: 3/8" = 1'-0"



MANUFACTURER: MADRAX
STYLE: ORION
COLOR: BRONZE

8 BIKE RACK

SCALE: N.T.S.



FS19-258

Hayden Townhomes

Final Plat

Mayor and City Council – November 5, 2019

VICINITY MAP

FS19-258
Hayden



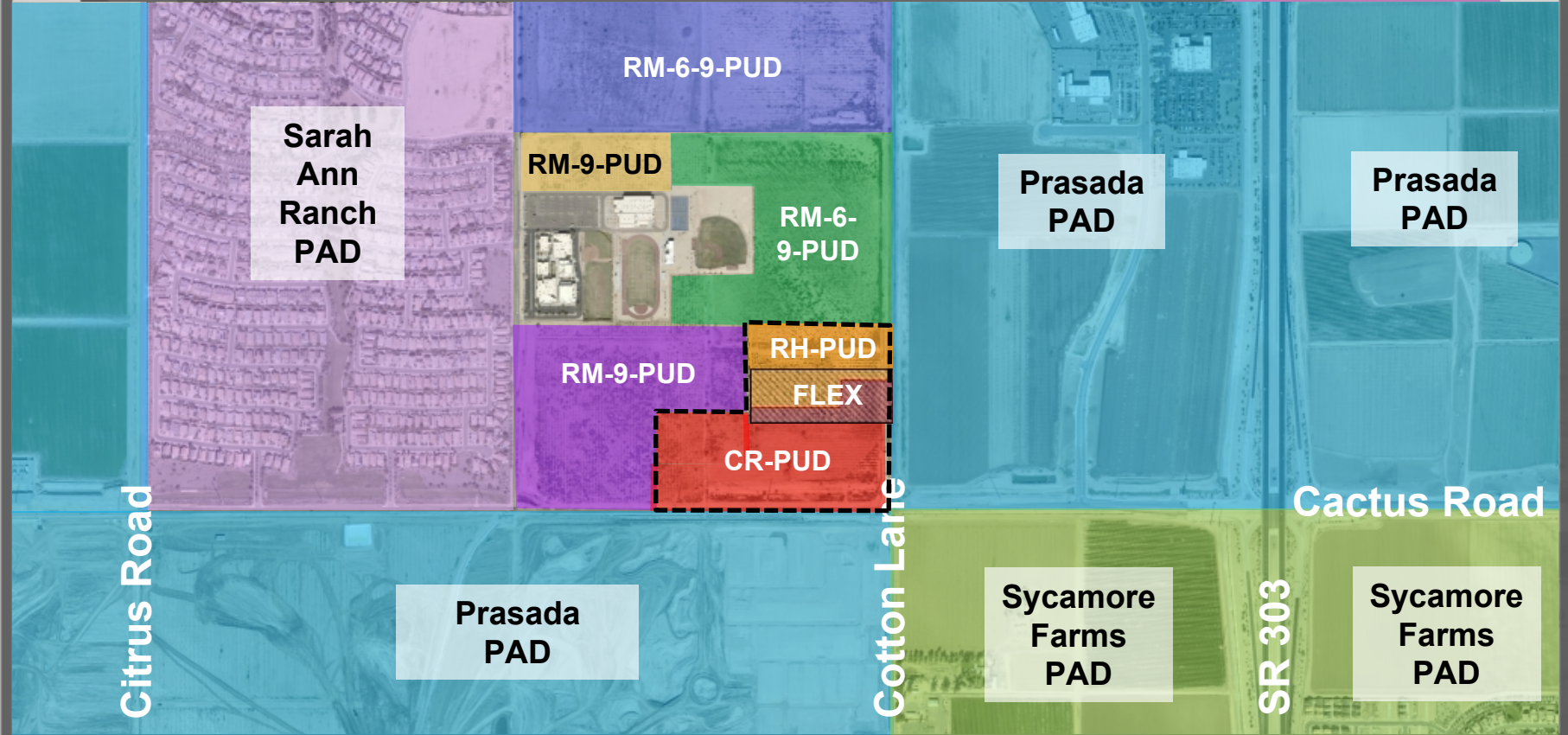
VICINITY MAP

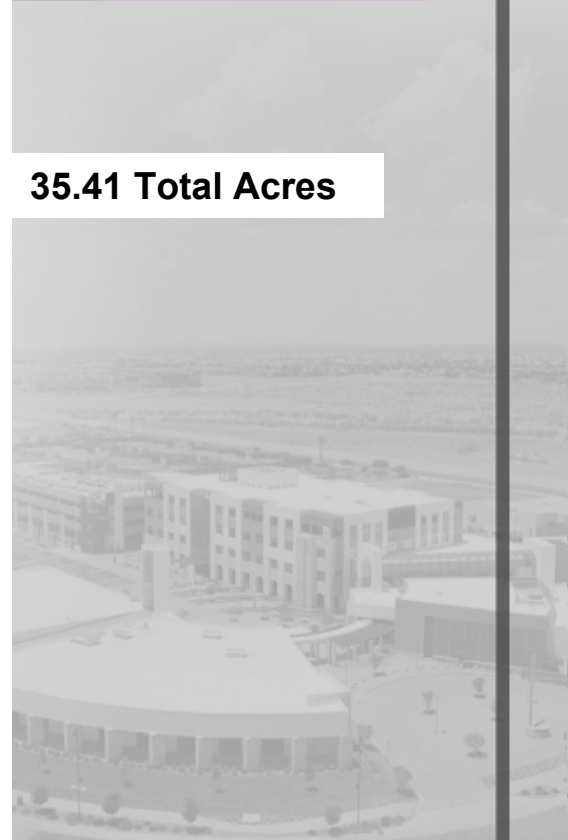
FS19-258
Hayden



ZONING

FS19-258
Hayden





Lot 1 – 12.42 Acres

Lot 2 – 12.49 Acres

Lot 3 – 10.51 Acres

Lot 2 – 12.49 Acres

Lot 3 – 10.51 Acres

Lot 3 – 10.51 Acres





SITE PLAN



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019 Contact Person: Robert Kuhfuss
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the re-platted Final Plat entitled, "Toll at Prasada, Phase 1 Unit A Lot 322" and dated September 5, 2019, a 0.28 acre property generally located west of Cotton Lane between Cactus Road and Peoria Avenue.

Motion:

I move to approve the re-platted Final Plat entitled, "Toll at Prasada, Phase 1 Unit A Lot 322" and dated September 5, 2019.

Background:

The intent of the Re-Plat is to combine these two lots into a single lot to accommodate a different Home Product than was originally envisioned by the applicant.

Objective Analysis:

The proposed Final Re-Plat is one of several case activities related to the Toll at Prasada development and follows the recently approved Phase 1 Unit A Final Plat. City Council approval of the subject Final Re-Plat will allow the applicant to obtain the construction permits necessary to continue construction of the Phase 1 Model Complex. The proposed Final Re-Plat is consistent with the Prasada PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the Final Re-Plat.

Policy Compliant:

The requested Final Plat is consistent with the Prasada PAD and advances the goals and policies of the General Plan.

Financial Impact:

The current action does not incur any direct revenue or expenses. However, all activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the City and region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 FS19-508 Toll at Prasada Phase 1 Unit A Lot 322 & 323 RePlat 11-05-19 CC Staff Report
 2. 01 FS19-508 Toll at Prasada Phase 1 Unit A Lot 322 & 323 RePlat Vicinity Map
 3. 02 FS19-508 Toll at Prasada Phase 1 Unit A Lot 322 & 323 RePlat Case Map
 4. 03 FS19-508 Toll at Prasada Phase 1 Unit A Lot 322 & 323 Replat
 5. 04 FS19-508 Toll at Prasada Phase 1 Unit A Lot 322 & 323 Replat Presentation
-

Case: FS19-508

Project Name: Toll at Prasada Phase 1 Unit A Lot 322/323 Re-Plat

Council District: 3 - Mesquite

City Council Date: November 5, 2019

Planner: Robert H. Kuhfuss, AICP

Owner: Toll Prasada, LLC

Applicant: Aaron Insco of Toll Bros, Inc.

Request: Final Re-Plat of Lots 322 & 323 of Toll at Prasada Phase 1 Unit A

Site Location: Generally located west of Cotton Lane, between Cactus Road and Peoria Avenue

Site Size: 0.28 acres (approx.)

Density: 3.57

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

Support/Opposition: None known

Findings:

- The proposed Final Re-Plat is consistent with the Prasada PAD.
- The proposed Final Re-Plat is consistent with the Toll at Prasada Preliminary Plat as approved under FS17-394 with respect to location.
- The proposed Final Re-Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

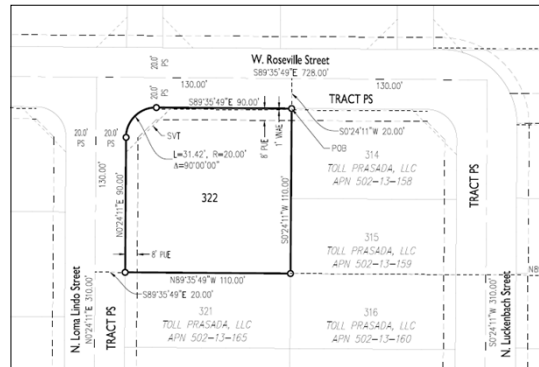
Alternative Actions:

Approval of the requested Final Re-Plat will allow the developer to obtain a construction permit relating to the Phase 1 Model Complex.

Denial of the requested Final Re-Plat will deny the applicant the opportunity to develop the property as depicted on the proposed Final Re-Plat.

Project Description:

The subject request involves a Re-Plat of Lots 322 and 323 of Phase 1 Unit A of the Toll at Prasada project.



Background:

June 22, 2006: The City Council approved the original Prasada PAD under case PAD05-465.

December 21, 2016: Staff approved a Minor Amendment to the Lake Village portion of the Prasada PAD under case FS16-400 for the purpose of revising the Lake Village land plan and development standards.

February 12, 2018: Staff approved a Minor Amendment to the Toll Brothers' portion of the Prasada Lake Village under case FS17-587 for the purpose of revising specific development standards related to the Toll Brothers development.

April 17, 2018: The City Council approved the Toll at Prasada Preliminary Plat under case FS17-394.

June 19, 2018: The City Council approved the amended Prasada SLR Development Agreement under case FS18-271.

December 17, 2018: Staff approved the first Home Product Review covering fourteen (14) models under case FS18-397.

December 18, 2018: Staff approved a Minor PAD Amendment to allow a Temporary Long Term Construction Office, Temporary Nursery, and Stay-and-Play Cottages w/ associated parking under case FS18-514.

January 15, 2019: The City Council approved Phase 1 Onsite Infrastructure Final Plat under FS18-290.

March 5, 2019: The City Council approved the Toll at Prasada Phase 1 Unit A Final Plat under case FS18-260.

April 24, 2019: Staff approved Toll at Prasada Phase 1 Model Complex under case FS18-687.

July 22, 2019: The applicant filed a request for a Re-Plat of Lots 322 and 323 of Toll at Prasada Phase 1 Unit A.

Reviewing Agencies:

City of Surprise (COS): The request was routed to the standard reviewing agencies who have reviewed the proposal. All issues or concerns regarding this proposal have been addressed by the applicant. The request was also routed to the Maricopa Water District, Flood Control District of Maricopa County, Arizona Department of Transportation, and Luke Air Force Base, who have indicated no objections to the request.

Discussion:

The intent of the Re-Plat is to combine these two lots into a single lot to accommodate a different Home Product than was originally envisioned by the applicant. This request is consistent with the recently approved revised Model Home Complex for Phase 1. The request is also consistent with the approved Preliminary Plat with respect to location: however, as a result of the proposed Re-Plat, one (1) fewer lot is included in Unit A than anticipated by the approved Preliminary Plat. There is no dedication of right-of-way associated with this request.

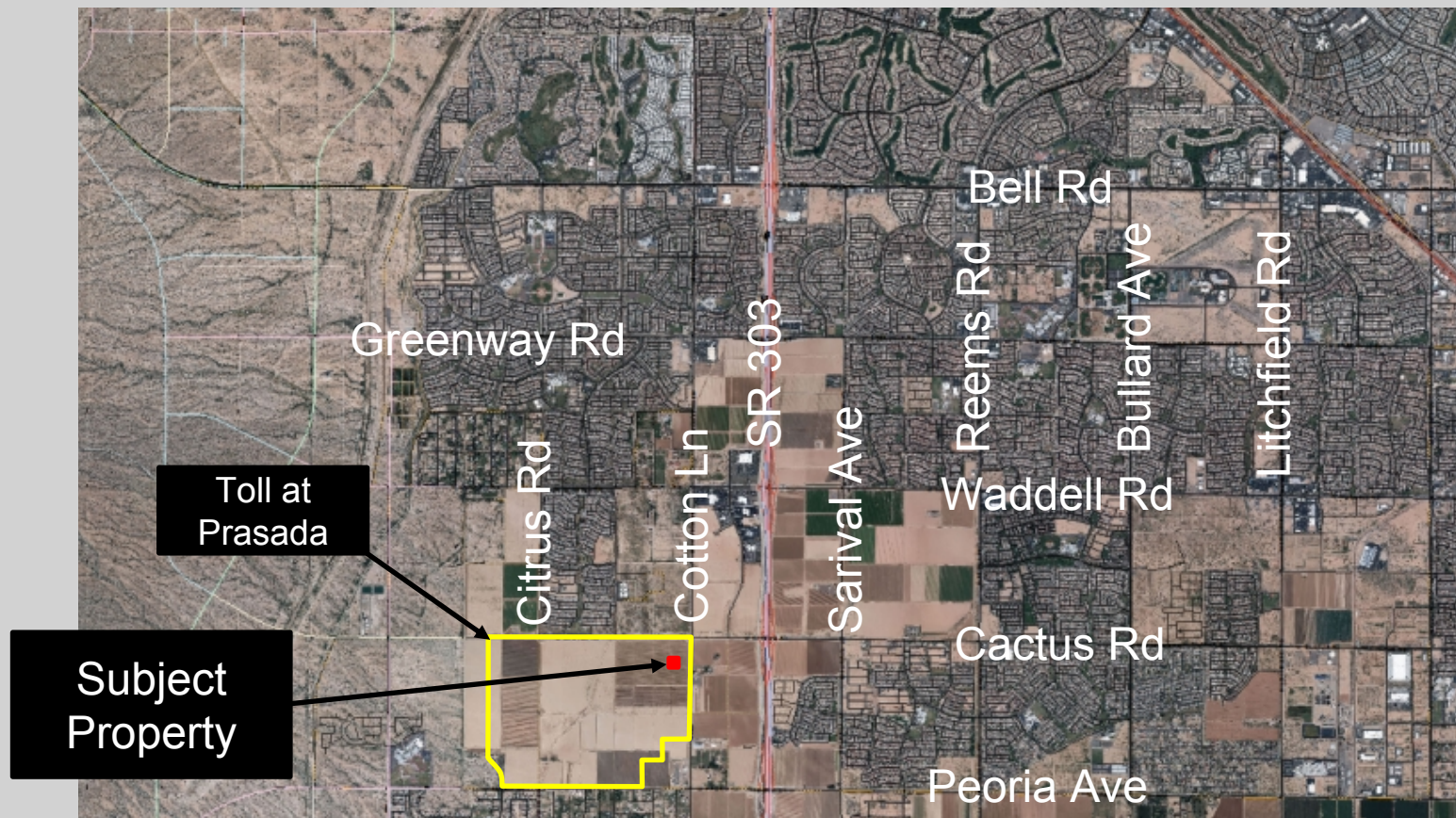
Summary:

The proposed Final Re-Plat is one of several case activities related to the Toll at Prasada development and follows the recently approved Phase 1 Unit A Final Plat. City Council approval of the subject Final Re-Plat will allow the applicant to obtain the construction permits necessary to continue construction of the Phase 1 Model Complex. The proposed Final Re-Plat is consistent with the Prasada PAD and other regulatory documents, and the reviewing agencies have expressed no objections to the approval of the Final Re-Plat.

Findings:

- The proposed Final Re-Plat is consistent with the Prasada PAD.
- The proposed Final Re-Plat is consistent with the Toll at Prasada Preliminary Plat as approved under FS17-394 with respect to location.
- The proposed Final Re-Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

- 120 **Attachments:**
121
122 01 Vicinity Map
123 02 Case Map
124 03 Final Re-Plat



FS19-508 Vicinity Map

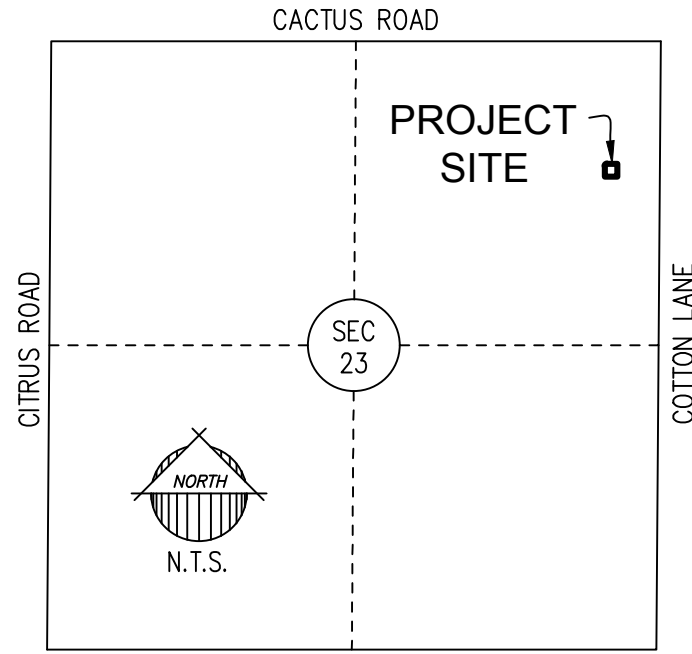


FS19-508 Case Map

Final Plat

Toll at Prasada, Phase I Unit A Lot 322

BEING A REPLAT OF LOT 322 AND LOT 323 OF THE FINAL PLAT OF "TOLL AT PRASADA, PHASE I UNIT A",
AS RECORDED IN BOOK 1444 OF MAPS, PAGE 3, M.C.R.,
SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA



VICINITY MAP

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, "OWNER", HAS SUBDIVIDED UNDER THE NAME TOLL AT PRASADA, PHASE I UNIT A LOT 322, BEING A RE-PLAT OF LOT 322 AND LOT 323 OF THE FINAL PLAT OF TOLL AT PRASADA, PHASE I UNIT A, AS RECORDED THEREOF IN BOOK 1444 OF MAPS, PAGE 3, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND RE-PLATTED HEREON AND DOES HEREBY PUBLISH THIS RE-PLAT AS AND FOR THE RE-PLAT OF TOLL AT PRASADA, PHASE I UNIT A LOT 322 AND DECLARES THAT THIS RE-PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR AND NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS RE-PLAT.

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

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

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

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

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

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ DATE _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS ____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES:

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT TOLL AT PRASADA COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "TOLL AT PRASADA, PHASE I UNIT A" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, TOLL AT PRASADA COMMUNITY ASSOCIATION, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2019.

TOLL AT PRASADA COMMUNITY ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS ____ DAY OF _____, 2019 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES:

NOTICE OF PRASADA PRE-ANNEXATION DEVELOPMENT AGREEMENT

OWNER'S PREDECESSOR, SUBURBAN LAND RESERVE, INC., A UTAH CORPORATION, FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AND WESTCOR/SURPRISE LLC, AN ARIZONA LIMITED LIABILITY COMPANY HAVE ENTERED INTO A PRE-ANNEXATION DEVELOPMENT AGREEMENT DATED SEPTEMBER 12, 2006 ("AGREEMENT") WITH CITY OF SURPRISE, AN ARIZONA MUNICIPAL CORPORATION, FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON SEPTEMBER 19, 2006, AT THE MARICOPA COUNTY RECORDER'S OFFICE AT DOCUMENT NO. 20061238109. AGREEMENT WAS RECENTLY AMENDED AND RECORDED ON JULY 20, 2018, AT THE MARICOPA COUNTY RECORDER OFFICE DOCUMENT NO. 20180551464. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT.

NOTICE OF INTERGOVERNMENTAL AGREEMENT

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

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

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

PUBLIC NOTICE

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

RELEASE OF LIABILITY

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

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

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

100 YEAR ASSURED WATER SUPPLY

THE SUBDIVIDER HAS OBTAINED A CERTIFICATE OF 100 YEAR ASSURED WATER SUPPLY FROM THE DEPARTMENT OF WATER RESOURCES.

27-701007.0000 11/14/2018
CERTIFICATE NUMBER DATE

BASIS OF BEARING

THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST, BEARING SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST PER THIS PLAT.

AREA SUMMARY TABLE		
DESCRIPTION	AREA (SF)	AREA (ACRES)
LOT 322 (1 LOT)	12,014	0.2758
GROSS AREA	12,014	0.2758

LEGAL DESCRIPTION

LOT 322 AND LOT 323 OF TOLL AT PRASADA, PHASE I UNIT A AS RECORDED THEREOF IN BOOK 1444 OF MAPS, PAGE 3, RECORDS OF MARICOPA COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 323;

THENCE SOUTH 0 DEGREES 24 MINUTES 11 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 322 AND LOT 323, 110.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 322;

THENCE NORTH 89 DEGREES 35 MINUTES 49 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 322, 110.00 FEET;

THENCE NORTH 0 DEGREES 24 MINUTES 11 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 322 AND LOT 323, 90.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET;

THENCE NORTHEASTERLY ALONG THE BOUNDARY LINE OF SAID LOT 323, 31.42 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO A POINT ON THE NORTH LINE OF SAID LOT 323;

THENCE SOUTH 89 DEGREES 35 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 323, 90.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 323 AND THE POINT OF BEGINNING.

CONTAINS 0.2758 ACRES, MORE OR LESS.

NOTICE OF TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT

LANDOWNER ENTERED INTO THE TOLL AT PRASADA DEVELOPMENT AND WATER DELIVERY AGREEMENT DATED 1/2/19 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON 1/3/19, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT 2019-0002436. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF (TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY, 8767 E VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ 85258), AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS _____ DAY OF _____, 2019.

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

ATTEST:

BY: _____
CHRISTINE CAIN

BY: _____
GLEN VORTHERMS

ITS: PROPERTY & CONTRACTS MANAGER

ITS: ASSISTANT SECRETARY

TOLL PRASADA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

DEVELOPER

TOLL BROTHERS
8767 E VIA DE VENTURA, SUITE 390
SCOTTSDALE, AZ 85258
TEL: (480) 314-6711
CONTACT: OSCAR DOMINGUEZ

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: RICH HOPPE, P.E.

GENERAL NOTES

- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED AND ZONE A," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE."
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- THE PROPERTY CONTAINED WITHIN THIS PLAT IS ZONED PAD PER CITY OF SURPRISE CASE FS17-587 OR AS SUBSEQUENTLY AMENDED.
- THIS FINAL PLAT IS IN CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF SURPRISE UNDER CASE FS17-394.

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____
CITY ENGINEER DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

MAYOR DATE

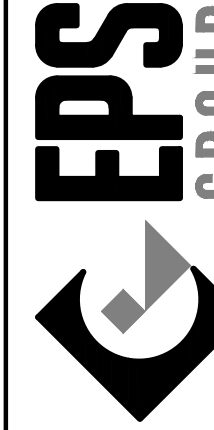
ATTEST: _____
CITY CLERK DATE

CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JULY 2019; THAT THE SURVEY IS TRUE AND CORRECT TO MY KNOWLEDGE AND BELIEF; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ROBERT A. JOHNSTON, R.L.S. 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201

1130 N. Alma School Rd., Ste. 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com



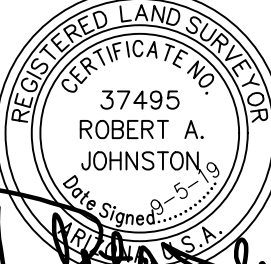
Toll at Prasada
Phase I Unit A Lots 322-323 Re-plat
SURPRISE, ARIZONA

Final Plat

Project:

Revisions:

Designer: RAJ
Drawn by: TJP



Job No.
16-339

FP01

Sheet No.
1

of 2

TOTAL AREA:
0.2758 ACRES
TOTAL LOTS: 1

- ▣

○

APN

M.C.R.

VNAE

PS

PUE

SVT

POB
- FOUND MONUMENT, AS NOTED

CORNER OF SUBDIVISION, SET 1/2" REBAR WITH CAP RLS 42937

ASSESSOR'S PARCEL NUMBER

MARICOPA COUNTY RECORDER

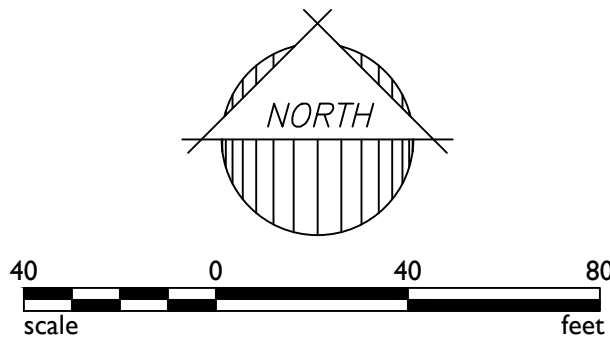
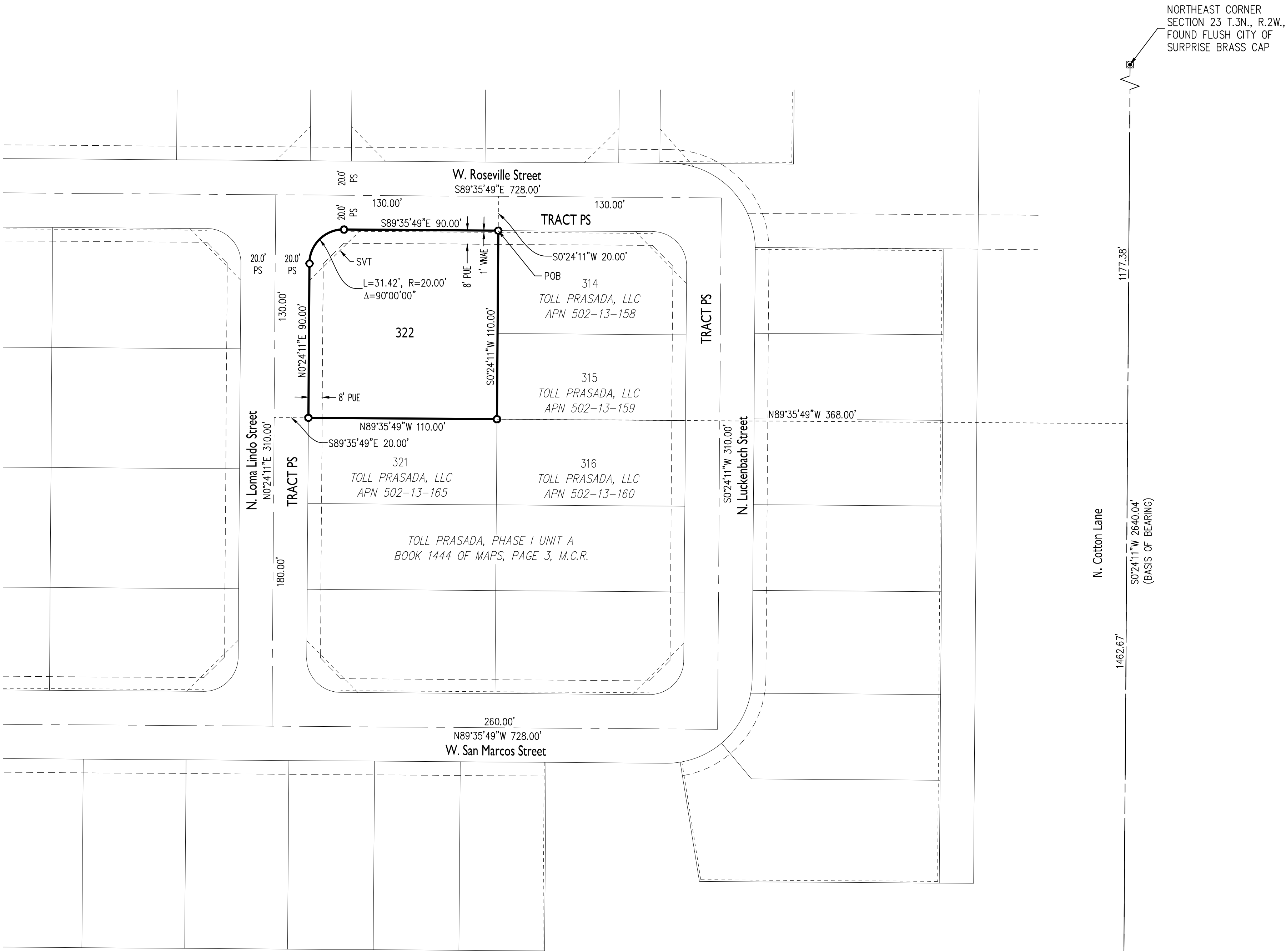
VEHICULAR NON ACCESS EASEMENT

PRIVATE STREET

PUBLIC UTILITY EASEMENT

SIGHT VISIBILITY TRIANGLE EASEMENT (30' X 30')

POINT OF BEGINNING



1130 N. Alma School Rd., Ste. 120
Mesa, AZ 85201
T: 480.503.2350 | F: 480.503.2358
www.epsgroupinc.com

Project:

Toll at Prasada
Phase I Unit A Lots 322-323 Re-plat
SURPRISE, ARIZONA

Revisions:

Designer:

RAJ

Drawn by:

TJP

Job No.
16-339

FP02

Sheet No.
2
of 2

Final Plat

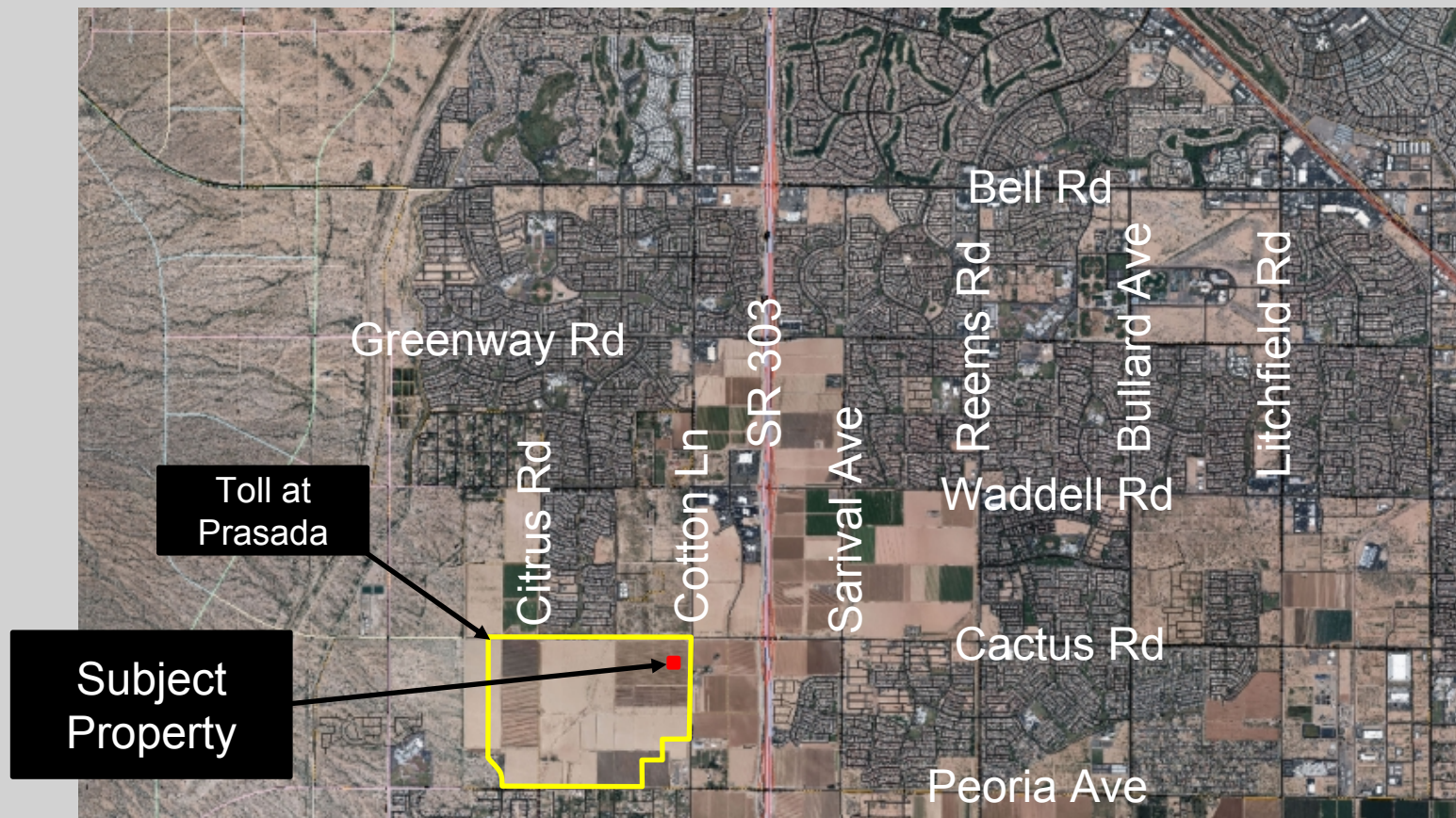


City Council

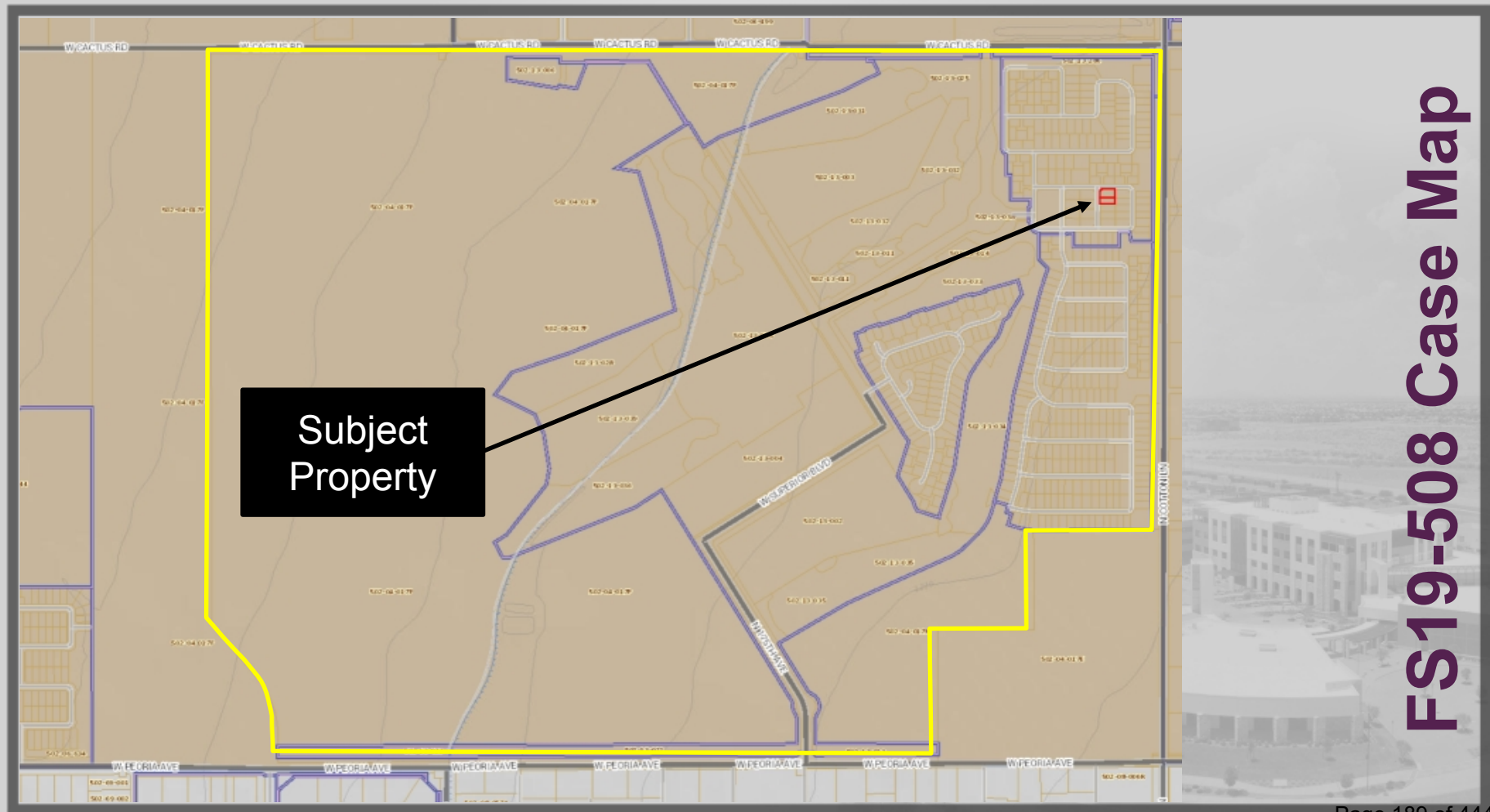
November 5, 2019

Toll at Prasada

Phase 1 – Unit A, Lot 322 / 323 Re-Plat



FS19-508 Vicinity Map



FS19-508 Case Map



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, "Rancho Mercado Parcel A5" and dated September 12, 2019, a 28.82 acre property generally located in the Rancho Mercado PAD at the southwest corner of Happy Valley Road and McMicken Way.

Motion:

I move to approve the Final Plat entitled, "Rancho Mercado Parcel A5" and dated September 12, 2019.

Background:

William Lyon Homes, on behalf of Brookfield Holdings (Mercado), LLC, seeks approval of a Final Plat for a 94-lot single-family residential subdivision in Parcel A5 of the Rancho Mercado PAD.

Objective Analysis:

This Final Plat will create 94 lots and a total density of 2.91 dwelling units per acre which is consistent with the approved Rancho Mercado PAD and the approved preliminary plat.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS18-677 - RM A5 - Staff Report
2. 01 - FS18-677 - RM A5 - Final Plat
3. FS18-677 - RM A5 - PowerPoint

4. FS18-677 - RM A5 - ROW Valuation

Final Plat

REPORT TO THE CITY COUNCIL

1 **Case:** **FS18-677**
2
3 **Project Name:** Rancho Mercado Parcel A5
4
5 **Council District:** **1 – ACACIA**
6
7 **Meeting Date:** **November 05, 2019**
8
9 **Planner:** Sergio Angulo
10
11
12 **Owner:** Brookfield Holdings (Mercado), LLC
13
14 **Applicant:** William Lyon Homes
15
16 **Request:** Final Plat for Rancho Mercado Parcel A5
17
18 **Site Location:** Southwest corner of Happy Valley Road and McMicken Way
19
20 **Site Size:** 28.82 Acres
21
22 **Density:** 2.91 DU/Ac
23
24 **General Plan**
25 **Conformance:** The proposal is consistent with the Surprise General Plan 2035
26 as proposed under case FS18-677.
27
28 **Support/Opposition:** None known.
29
30 **Recommendation:** None

31 **Background:**

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

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

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

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

41 **December 12, 2018:** The applicant filed a related request for a Final Plat under case FS18-
42 677, the subject case.

43 **Project Description:**

44
45 William Lyon Homes, on behalf of Brookfield Holdings (Mercado), LLC, requests approval of
46 the Final Plat for Parcel A5 in the Rancho Mercado Planned Area Development (PAD).
47 The subject parcel is generally located on the southwest corner of Happy Valley Road and
48 McMicken Way. Parcel A5 is zoned PAD and has a land use designation of Low Density
49 Residential.

50
51 Onsite the applicant proposes a total of 94 single-family lots. The typical lot proposed is 63'
52 x 115'. This parcel includes a total of 5.28 acres of open space that includes a 1-acre open
53 recreation tract (Tract 5A) with amenities such as a playground equipment, BBQ area, a
54 ramada, and a large open turf area.

55
56 **Findings:**

- 57
58
 - The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - 59 • The proposed Final Plat is consistent with the Rancho Mercado PAD and the SUDC.
 - 60 • The proposed Final Plat is in substantial conformance with the approved Preliminary
 - 61 Plat under case FS15-069.

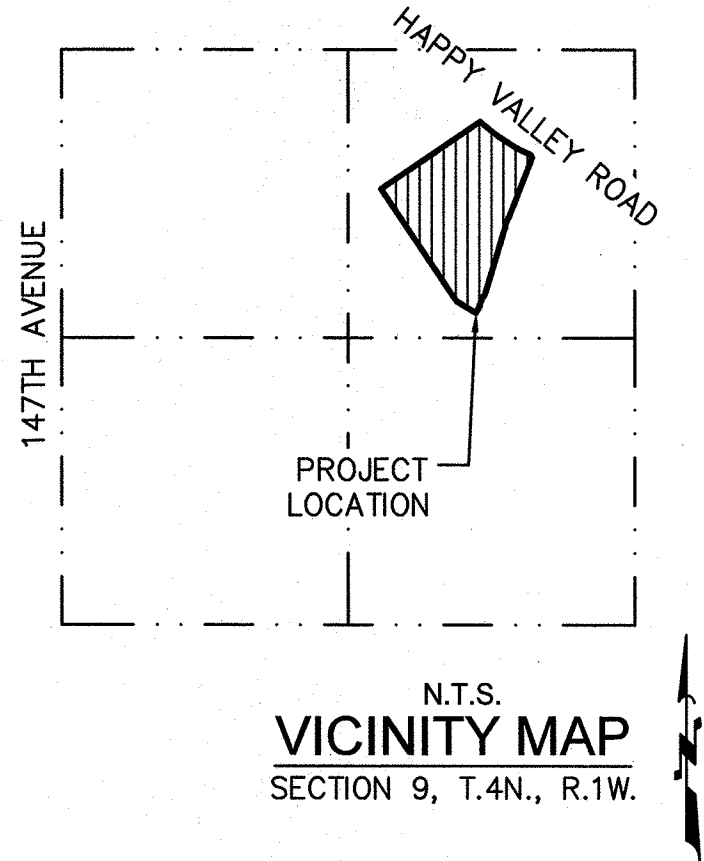
62
63 **Attachments:**

64
65 01 Final Plat

66
67 **Enclosure:**

68
69 Sealed mylars

FINAL PLAT
OF
RANCHO MERCADO PARCEL A5
A PORTION OF THE NORTHEAST QUARTER OF SECTION 9,
TOWNSHIP 4 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



DEDICATION

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

KNOW ALL PERSONS BY THESE PRESENTS:

- THAT BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREINAFTER "OWNER", HAS SUBDIVIDED UNDER THE NAME "RANCHO MERCADO PARCEL A5", LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AND DOES HEREBY DECLARE THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS FINAL PLAT.
- "OWNER" HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE FINAL PLAT.
- ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY "OWNER" WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.
- "OWNER" HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE FINAL PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.
- "OWNER" HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS FINAL PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITY.
- THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS FINAL PLAT OR ANY PARCEL THEREOF.
- "OWNER" HEREBY WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS FINAL PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS FINAL PLAT, HAS CONSENTED TO OR JOINED IN THIS FINAL PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDERS OFFICE OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS FINAL PLAT IS RECORDED.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.
- THE VEHICULAR NON ACCESS EASEMENTS " VNAE " ARE HEREBY DEDICATED TO THE RANCHO MERCADO COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS AND IS INTENDED TO PREVENT VEHICULAR TRAFFIC BETWEEN TRACTS AND LOTS WITH THE EXCEPTION OF PUBLIC UTILITY USES. SAID " VNAE " AS DEDICATED HEREON WILL CROSS PUBLIC UTILITY EASEMENTS "PUE" ALSO GRANTED HEREON, IN MULTIPLE LOCATIONS. THESE " VNAE " ARE NOT INTENDED TO PREVENT AUTHORIZED AGENTS OF THE PUBLIC UTILITY COMPANIES FROM CROSSING SAID " VNAE " DURING THE COURSE OF INSTALLATION, USE, MAINTENANCE AND REPAIR OF THE UTILITIES LOCATED IN SAID PUBLIC UTILITY EASEMENT "PUE".
- ALL TRACTS ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
- TRACTS PLATTED HEREON ARE DEDICATED FOR THE PURPOSES AS NOTED IN THE TRACT TABLE ON THIS FINAL PLAT AND SHALL BE MAINTAINED BY RANCHO MERCADO COMMUNITY ASSOCIATION.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE FINAL PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.

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

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

BY: _____

ITS: _____

NOTARY ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RANCHO MERCADO COMMUNITY ASSOCIATION RATIFICATION

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

BY: _____ ITS PRESIDENT
KAREN BEACOM

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

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

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

BY: _____ MY COMMISSION EXPIRES _____ DATE
NOTARY PUBLIC

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ DATE
CITY ENGINEER

APPROVALS

CITY OF SURPRISE COUNCIL APPROVAL

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

MAYOR

ATTEST: _____ DATE

CITY CLERK

AREA CALCULATIONS

TRACTS	230,296 SQ.FT.	5.287 AC
LOTS "94"	748,612 SQ.FT.	17.186 AC
RIGHT OF WAY	276,482 SQ.FT.	6.347 AC
TOTAL	1,255,390 SQ.FT.	28.820 AC

SHEET INDEX

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

PUBLIC NOTICE

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

OWNER

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

RELEASE OF LIABILITY

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

100 YEAR ASSURED WATER SUPPLY LANGUAGE

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

GENERAL NOTES

- IN ACCORDANCE WITH A.R.S. § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS FINAL PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND #14710, WHEN APPLICABLE.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- HAPPY VALLEY ROAD WILL BECOME A 6 LANE MAJOR ARTERIAL AT SOME FUTURE POINT.
- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY OF 2000 GPM @ 2 HOURS @ 20 PSI RESIDUAL.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS15-069.
- A PORTION OF THE PROPERTY IS LOCATED WITHIN THE AREA HAVING FLOOD ZONES "X", "A" AND "AE", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAPS NO. 04013C1210L AND NO. 04013C1230L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED, AS MAY BE AMENDED FROM TIME TO TIME.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF THE LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY
- DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE CASE FS10-210 OR AS SUBSEQUENTLY AMENDED.

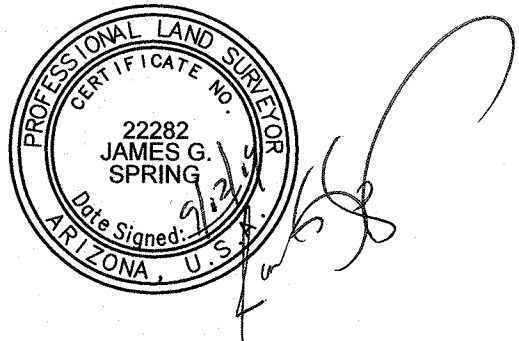
BASIS OF BEARING

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

SURVEYOR'S CERTIFICATION

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

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



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

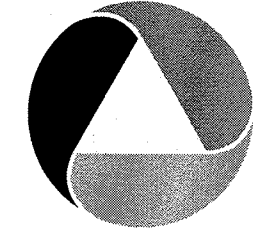


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A5
CITY OF SURPRISE, ARIZONA

SEPTEMBER 2019

REVISIONS:



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

N.T.S.

09001944.FP.ASLOW

SHEET
NO.
1 OF 6

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LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE, ALONG THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S89°46'48"E A DISTANCE OF 3848.26 FEET;

THENCE LEAVING THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S00°00'00"E A DISTANCE OF 3297.35 FEET TO THE POINT OF BEGINNING;

THENCE, S50°39'01"E A DISTANCE OF 123.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 434.33 FEET, WITH A RADIUS OF 1568.00 FEET AND A CENTRAL ANGLE OF 15°52'15";

THENCE, S22°48'00"E A DISTANCE OF 28.73 FEET;

THENCE, S21°17'11"W A DISTANCE OF 588.83 FEET;

THENCE, S66°17'11"W A DISTANCE OF 9.58 FEET;

THENCE, S20°32'10"W A DISTANCE OF 73.96 FEET;

THENCE, S24°22'27"E A DISTANCE OF 8.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 71.84 FEET, WITH A RADIUS OF 1540.00 FEET AND THE RADIAL BEARING OF S70°19'55"E AND A CENTRAL ANGLE OF 02°40'22";

THENCE, S16°59'43"W A DISTANCE OF 518.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 78.16 FEET, WITH A RADIUS OF 960.00 FEET AND A CENTRAL ANGLE OF 04°39'54";

THENCE, S68°51'12"W A DISTANCE OF 9.96 FEET;

THENCE, S23°03'39"W A DISTANCE OF 74.14 FEET;

THENCE, S19°08'17"E A DISTANCE OF 7.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 80.89 FEET, WITH A RADIUS OF 960.00 FEET AND THE RADIAL BEARING OF N63°08'49"W AND A CENTRAL ANGLE OF 04°49'40";

THENCE, N58°19'09"W A DISTANCE OF 208.53 FEET;

THENCE, N33°55'31"W A DISTANCE OF 1236.43 FEET;

THENCE, N56°04'29"E A DISTANCE OF 1098.03 FEET TO THE POINT OF BEGINNING.

LEGEND

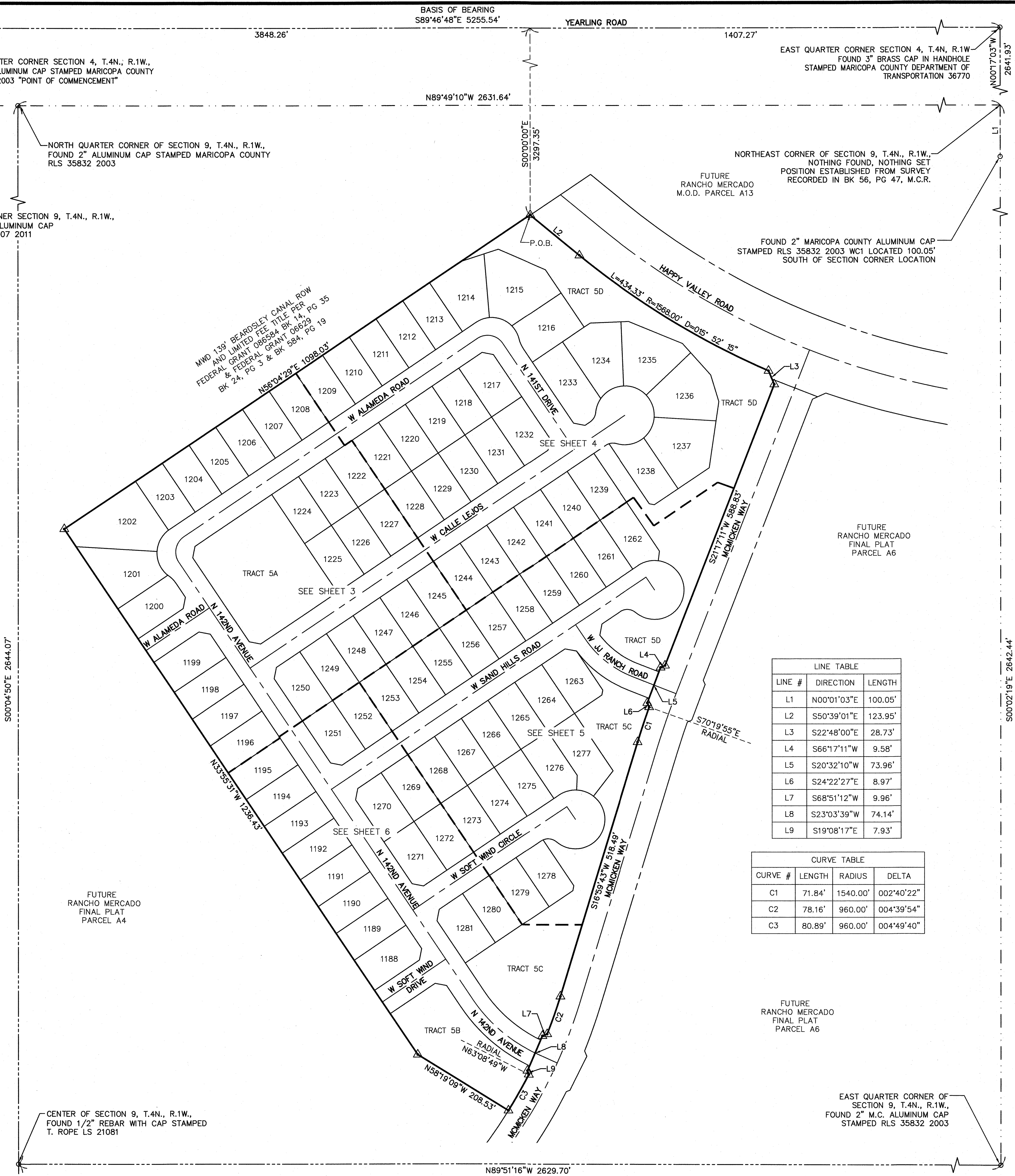
- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- EXISTING RIGHT OF WAY LINE
- CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION LINE
- ALIQUOT SECTION LINE
- SUBDIVISION CORNER TO BE SET
- FOUND MONUMENT AS NOTED
- CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARDS)
- 30'x30' SIGHT VISIBILITY EASEMENT
- VNAE VEHICULAR NON-ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- M.O.D. MAP OF DEDICATION
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT-OF-WAY
- FBSL FRONT BUILDING SETBACK LINE
- D DELTA
- C1 CURVE TABLE NUMBER
- L1 LINE TABLE NUMBER
- FP FINAL PLAT

TRACT TABLE

PARCEL TABLE			
TRACT	AREA SQ FT	AREA ACRES	USAGE
TRACT 5A	45054	1.034	OPEN SPACE, DRAINAGE, RECREATION, COMMUNITY AMENITIES AND PUE
TRACT 5B	29768	0.683	OPEN SPACE, DRAINAGE, AND PUE
TRACT 5C	62275	1.430	OPEN SPACE, DRAINAGE, AND PUE
TRACT 5D	93198	2.140	OPEN SPACE, DRAINAGE, AND PUE
TOTAL	230296	5.287	

CITY OF SURPRISE CASE ZONING

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



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°01'03"E	100.05'
L2	S50°39'01"E	123.95'
L3	S22°48'00"E	28.73'
L4	S66°17'11"W	9.58'
L5	S20°32'10"W	73.96'
L6	S24°22'27"E	8.97'
L7	S68°51'12"W	9.96'
L8	S23°03'39"W	74.14'
L9	S19°08'17"E	7.93'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	71.84'	1540.00'	002°40'22"
C2	78.16'	960.00'	004°39'54"
C3	80.89'	960.00'	004°49'40"

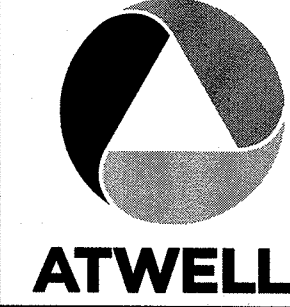


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A5
CITY OF SURPRISE, ARIZONA

SEPTEMBER 2019

REVISIONS:



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

SCALE 0 50 100
= 100 FEET

09001944 FP A5.DWG

SHEET NO. 2 OF 6





LOT TABLE\WIDTH BASED ON FBSL					LOT TABLE\WIDTH BASED ON FBSL				
LOT	AREA	SQ FT	AREA ACRES	WIDTH	LOT	AREA	SQ FT	AREA ACRES	WIDTH
1196	7686		0.176	63.0'	1222	7245		0.166	63.0'
1197	7686		0.176	63.0'	1223	7245		0.166	63.0'
1198	7686		0.176	63.0'	1224	7245		0.166	63.0'
1199	8534		0.196	70.0'	1225	7245		0.166	63.0'
1200	8503		0.195	71.0'	1226	7245		0.166	63.0'
1201	11958		0.275	65.1'	1227	7245		0.166	63.0'
1202	16264		0.373	62.1'	1245	7245		0.166	63.0'
1203	7245		0.166	63.0'	1246	7245		0.166	63.0'
1204	7245		0.166	63.0'	1247	7245		0.166	63.0'
1205	7245		0.166	63.0'	1248	7245		0.166	63.0'
1206	7245		0.166	63.0'	1249	7245		0.166	63.0'
1207	7245		0.166	63.0'	1250	8037		0.185	70.0'
1208	7245		0.166	63.0'					

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N56°04'29"E	106.00'
L2	N11°04'29"E	22.63'
L3	S56°04'29"W	106.00'
L4	N78°55'31"W	22.63'
L5	N33°55'31"W	99.00'
L6	S11°04'29"W	22.63'
L7	S78°55'31"E	22.63'
L8	S11°04'29"W	22.63'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	19.73'	55.00'	020°33'02"
C2	106.12'	55.00'	110°33'02"
C3	56.55'	36.00'	090°00'00"

 **ATWELL**
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.9831

COUNTY: MARICOPA

SECTION: 9

TOWNSHIP: 4 NORTH

RANGE: 1 WEST

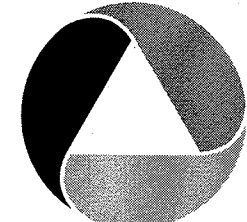
FINAL PLAT

**RANCHO MERCADO
PARCEL A5**

CITY OF SURPRISE, ARIZONA

SEPTEMBER 2019

REVISIONS:



ATWELL

M.	J. SPRING
R.	R. GILES

JOB NO.
09001944

0 20 40
1" = 40 FEET

09001944 FP A5.DW

SHEET
NO.

3 OF 6

LINE TABLE		
LINE #	DIRECTION	LENGTH
L9	N78°55'31"W	22.63'
L10	N33°55'31"W	99.00'
L11	N22°48'00"W	28.73'
L12	N33°55'31"W	99.00'
L13	S79°08'55"E	22.72'
L14	N78°55'31"W	9.90'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C4	56.55'	36.00'	090°00'00"
C5	106.12'	55.00'	110°33'02"
C6	19.73'	55.00'	020°33'02"
C7	22.03'	25.00'	050°28'44"
C8	22.03'	25.00'	050°28'44"

LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
1209	7245	0.166	63.0'	1230	7245	0.166	63.0'
1210	7245	0.166	63.0'	1231	7245	0.166	63.0'
1211	7245	0.166	63.0'	1232	8037	0.185	70.0'
1212	7245	0.166	63.0'	1233	10712	0.246	71.0'
1213	7245	0.166	63.0'	1234	11495	0.264	61.2'
1214	10679	0.245	71.4'	1235	11890	0.273	61.7'
1215	14213	0.326	70.3'	1236	12207	0.280	59.5'
1216	9611	0.221	80.5'	1237	13007	0.299	60.4'
1217	8037	0.185	70.0'	1238	8100	0.186	63.0'
1218	7245	0.166	63.0'	1239	7245	0.166	63.0'
1219	7245	0.166	63.0'	1240	7245	0.166	63.0'
1220	7245	0.166	63.0'	1241	7245	0.166	63.0'
1221	7245	0.166	63.0'	1242	7245	0.166	63.0'
1228	7245	0.166	63.0'	1243	7245	0.166	63.0'
1229	7245	0.166	63.0'	1244	7245	0.166	63.0'



1" = 60 FEET



ATWELL

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MESA, AZ 85206
480.216.6651

COUNTY: MARICOPA

SECTION: 9

TOWNSHIP: 4 NORTH

RANGE: 1 WEST

FINAL PLAT

RANCHO MERCADO

PARCEL A5

CITY OF SURPRISE, ARIZONA

SEPTEMBER 2019

REVISIONS:

PM. J. SPRING

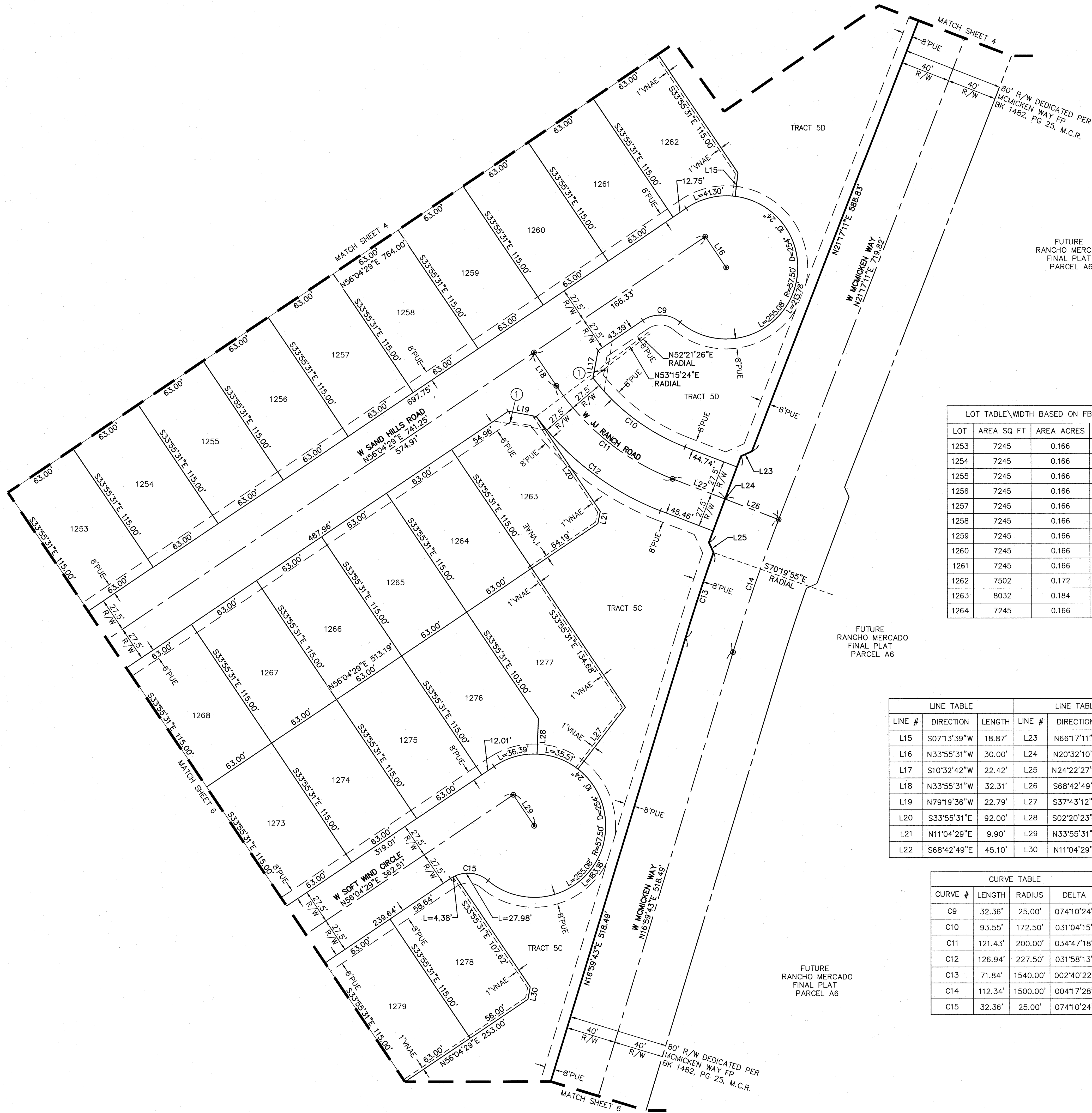
DR. R. GILES

JOB NO. 09001944

SCALE 0 20 40
1" = 40 FEET

09001944.FP.A5.DWG

SHEET NO. 4 OF 6



LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
1253	7245	0.166	63.0'	1265	7245	0.166	63.0'
1254	7245	0.166	63.0'	1266	7245	0.166	63.0'
1255	7245	0.166	63.0'	1267	7245	0.166	63.0'
1256	7245	0.166	63.0'	1268	7245	0.166	63.0'
1257	7245	0.166	63.0'	1269	7245	0.166	63.0'
1258	7245	0.166	63.0'	1270	7245	0.166	63.0'
1259	7245	0.166	63.0'	1271	7245	0.166	63.0'
1260	7245	0.166	63.0'	1272	7245	0.166	63.0'
1261	7245	0.166	63.0'	1273	7245	0.166	63.0'
1262	7245	0.166	63.0'	1274	7245	0.166	63.0'
1263	7245	0.166	63.0'	1275	7245	0.166	63.0'
1264	7245	0.166	63.0'	1276	7245	0.166	63.0'

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L15	S07°13'39"W	18.87'	L23	N66°17'11"E	9.58'
L16	N33°55'31"W	30.00'	L24	N20°32'10"E	73.96'
L17	S10°32'42"W	22.42'	L25	N24°22'27"W	8.97'
L18	N33°55'31"W	32.31'	L26	S68°42'49"E	46.29'
L19	N79°19'36"W	22.79'	L27	S37°43'12"W	62.60'
L20	S33°55'31"E	92.00'	L28	S02°20'23"W	28.70'
L21	N11°04'29"E	9.90'	L29	N33°55'31"W	30.00'
L22	S68°42'49"E	45.10'	L30	N11°04'29"E	9.90'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C9	32.36'	25.00'	074°10'24"
C10	93.55'	172.50'	031°04'15"
C11	121.43'	200.00'	034°47'18"
C12	126.94'	227.50'	031°58'13"
C13	71.84'	1540.00'	002°40'22"
C14	112.34'	1500.00'	004°17'28"
C15	32.36'	25.00'	074°10'24"

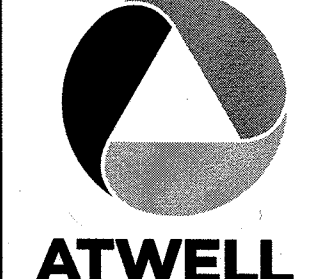


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A5
CITY OF SURPRISE, ARIZONA

SEPTEMBER 2019

REVISIONS:

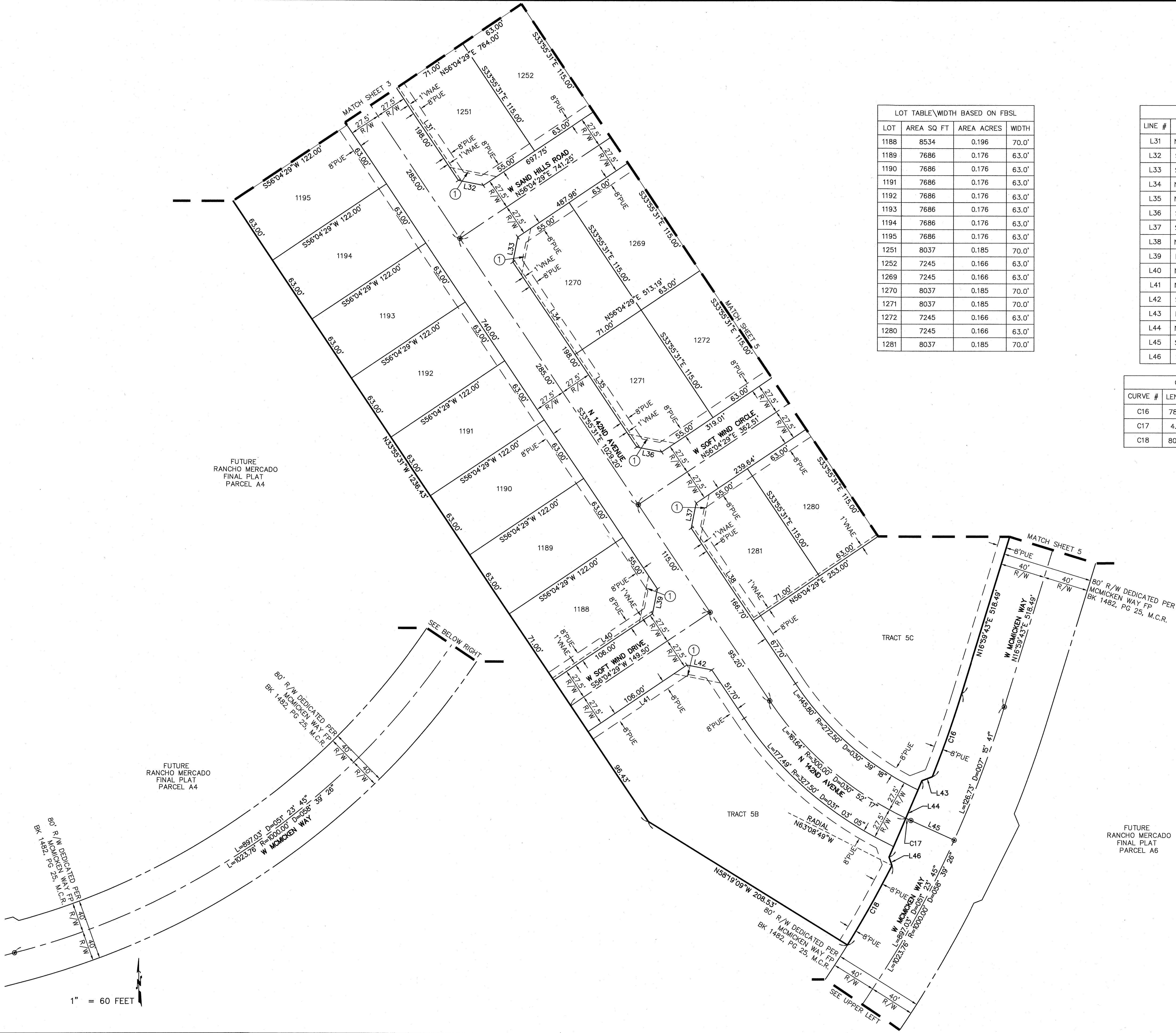


PM. J. SPRING
DR. R. GILES
JOB NO. 09001944

SCALE 0 20 40
1" = 40 FEET

09001944.FP.A5.DWG

SHEET NO. 5 OF 6



LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH
1188	8534	0.196	70.0'
1189	7686	0.176	63.0'
1190	7686	0.176	63.0'
1191	7686	0.176	63.0'
1192	7686	0.176	63.0'
1193	7686	0.176	63.0'
1194	7686	0.176	63.0'
1195	7686	0.176	63.0'
1251	8037	0.185	70.0'
1252	7245	0.166	63.0'
1269	7245	0.166	63.0'
1270	8037	0.185	70.0'
1271	8037	0.185	70.0'
1272	7245	0.166	63.0'
1280	7245	0.166	63.0'
1281	8037	0.185	70.0'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L31	N33°55'31"W	99.00'
L32	S78°55'31"E	22.63'
L33	S11°04'29"W	22.63'
L34	N33°55'31"W	99.00'
L35	N33°55'31"W	99.00'
L36	S78°55'31"E	22.63'
L37	S11°04'29"W	22.63'
L38	N33°55'31"W	99.00'
L39	N11°04'29"E	22.63'
L40	N56°04'29"E	106.00'
L41	N56°04'29"E	106.00'
L42	S78°55'31"E	22.63'
L43	N68°51'12"E	9.96'
L44	N23°03'39"E	74.14'
L45	S65°44'36"E	42.26'
L46	S19°08'17"E	7.93'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C16	78.16'	960.00'	004°39'54"
C17	4.96'	300.00'	000°56'48"
C18	80.89'	960.00'	004°49'40"

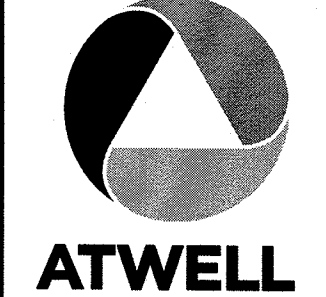


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A5
CITY OF SURPRISE, ARIZONA

SEPTEMBER 2019

REVISIONS:



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

SCALE 0 20 40
1" = 40 FEET

09001944 FP ASUW6

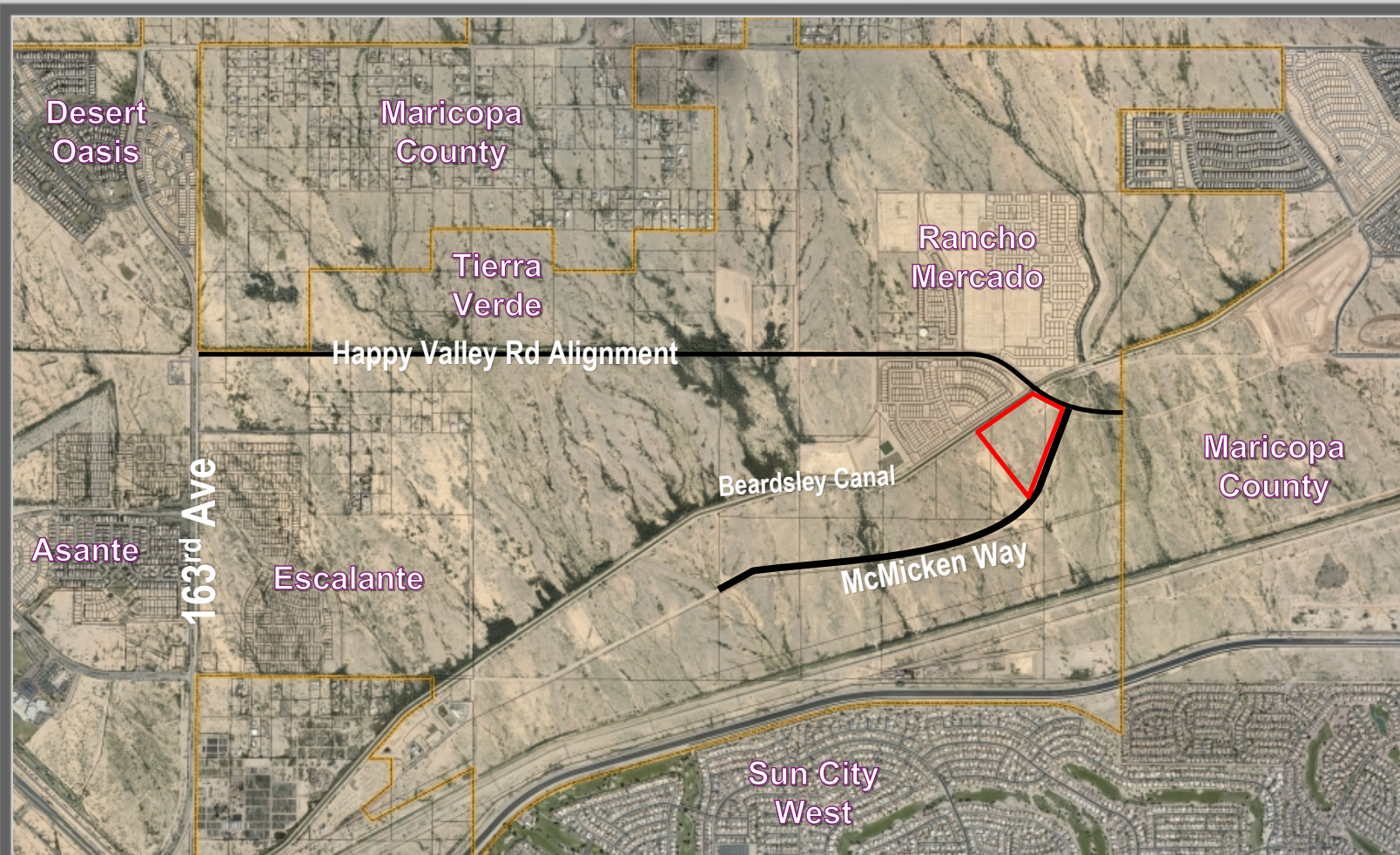
SHEET NO.
6 OF 6





Rancho Mercado Parcel A5 Final Plat

City Council
November 5, 2019



VICINITY MAP

LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE 6A AND 5A1 DEGREE AND 10' MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 2" ALUMINUM CAP STAMPED MARICOPA COUNTY BLS 2000 2002, ACCORDING AS THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 3" BOUND CAP IS RAN; (RAN) STAMPED MARICOPA COUNTY DEPARTMENT OF SURVEYING, ACCORDING AS THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, NORTHERLY BEARING 339°40'00" A DISTANCE OF 320.53 FEET;

THENCE, ALONG THE WEST-EAST MID-SECTION LINE OF SAID SECTION 8, BEARING 0°00'00" A DISTANCE OF 1844.26 FEET;

THENCE, LEAVING THE WEST-EAST MID-SECTION LINE OF SAID SECTION 8, BEARING 0°00'00" A DISTANCE OF 320.25 FEET TO THE POINT OF BEGINNING;

THENCE, SOUTHWESTERLY A DISTANCE OF 123.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONGRUE TO THE LEFT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 424.33 FEET, WITH A RADIUS OF 1586.00 FEET AND A CENTRAL ANGLE OF 155°51'51";

THENCE, 332°40'00" A DISTANCE OF 28.13 FEET;

THENCE, 331°17'17" A DISTANCE OF 188.83 FEET;

THENCE, 330°17'17" A DISTANCE OF 8.50 FEET;

THENCE, 330°17'17" A DISTANCE OF 73.86 FEET;

THENCE, 330°17'17" A DISTANCE OF 17.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONGRUE TO THE LEFT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 71.64 FEET, WITH A RADIUS OF 1586.00 FEET AND THE RADIAL BEARING OF 330°17'17" AND A CENTRAL ANGLE OF 0°40'22";

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 39.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONGRUE TO THE RIGHT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 76.18 FEET, WITH A RADIUS OF 1586.00 FEET AND A CENTRAL ANGLE OF 0°40'22";

THENCE, 330°17'17" A DISTANCE OF 8.50 FEET;

THENCE, 330°17'17" A DISTANCE OF 17.84 FEET;

THENCE, 330°17'17" A DISTANCE OF 73.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONGRUE TO THE RIGHT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 80.66 FEET, WITH A RADIUS OF 1586.00 FEET AND THE RADIAL BEARING OF 330°17'17" AND A CENTRAL ANGLE OF 0°40'22";

THENCE, 330°17'17" A DISTANCE OF 20.83 FEET;

THENCE, 330°17'17" A DISTANCE OF 123.83 FEET;

THENCE, 330°17'17" A DISTANCE OF 188.83 FEET TO THE POINT OF BEGINNING.

LEGEND

---	SUBDIVISION BOUNDARY
---	POINT OF WAY LINE
---	EXTENDING POINT OF WAY LINE
---	CENTERLINE
---	EXISTING EASEMENT LINE
---	PROPOSED EASEMENT LINE
---	SECTION LINE
---	ALBERT SECTION LINE
⬤	SUBDIVISION CORNER TO BE SET
○	POSSIBLE MONUMENT AS NOTED
⊕	CENTRAL MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARD)
⊕	DEVELOP RIGHT MONUMENT EXISTENT
WAVE	VEHICULAR ROW-ACCESS EASEMENT
PR	PUBLIC UTILITY EASEMENT
W.D.	MAP OF REDEVELOPMENT
M.C.R.	MARICOPA COUNTY RECORDS
R/W	RIGHT-OF-WAY
PRBL	PRIVACY BUILDING SETBACK LINE
Δ	DELTA
○	CURVE TABLE NUMBER
○	LINE TABLE NUMBER
FP	FINAL PLAT

TRACT TABLE

TRACT	AREA SQ. FT.	AREA ACRES	STATUS
TRACT 3A	4004	1.004	OPEN SPACE, DRAINAGE, REDEVELOPMENT, COMMUNITY AMENITIES AND PUE
TRACT 3B	20768	0.481	OPEN SPACE, DRAINAGE, AND PUE
TRACT 3C	62276	1.430	OPEN SPACE, DRAINAGE, AND PUE
TRACT 3D	93188	2.143	OPEN SPACE, DRAINAGE, AND PUE
TOTAL	230296	5.058	

CITY OF SURPRISE CASE ZONING

DEVELOPMENT STANDARDS AND PER CITY OF SURPRISE ZONING CASE F330-218 OR AS SUBSEQUENTLY AMENDED.



FINAL PLAT



LOT TABLE/NOTES BASED ON FILE				LOT TABLE/NOTES BASED ON FILE			
LOT	AREA SQ FT	AREA ACRES	NOTES	LOT	AREA SQ FT	AREA ACRES	NOTES
1196	788	0.178	63.07	1202	794	0.180	63.07
1197	788	0.178	63.07	1203	794	0.180	63.07
1198	788	0.178	63.07	1204	794	0.180	63.07
1199	803	0.185	70.07	1205	794	0.180	63.07
1200	803	0.185	70.07	1206	794	0.180	63.07
1201	1158	0.275	80.17	1207	794	0.180	63.07
1202	1004	0.230	80.17	1208	794	0.180	63.07
1203	794	0.180	63.07	1209	794	0.180	63.07
1204	794	0.180	63.07	1210	794	0.180	63.07
1205	794	0.180	63.07	1211	794	0.180	63.07
1206	794	0.180	63.07	1212	794	0.180	63.07
1207	794	0.180	63.07	1213	794	0.180	63.07
1208	794	0.180	63.07	1214	794	0.180	63.07

CURVE TABLE		
CURVE #	DIRECTION	LENGTH
1.1	N85°04'20"E	136.00'
1.2	N17°54'20"E	23.62'
1.3	S85°04'20"W	136.00'
1.4	N17°54'20"W	23.62'
1.5	N17°54'20"W	88.00'
1.6	S17°54'20"W	23.62'
1.7	S85°04'20"E	23.62'
1.8	S17°54'20"E	23.62'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	BEARING
1.1	136.00'	88.00'	S85°04'20"E
1.2	23.62'	88.00'	N17°54'20"E
1.3	136.00'	88.00'	S85°04'20"E



FINAL PLAT

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QUESTIONS OR COMMENTS?

Thank You



COMMUNITY DEVELOPMENT
CITY OF SURPRISE

16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374

T. 623-222-3000

Date: October 14, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: FS18-677 Final Plat of Rancho Mercado Parcel A5 Right of Way Valuation

The Value of the Right of Way associated with the Final Plat of Rancho Mercado Parcel A5 FS18-677 is \$1,382,410.00.

The area being dedicated as right-of-way is 276,482 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019 Contact Person: Sergio Angulo
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Rancho Mercado Parcel A6” and dated September 12, 2019, a 41.78 acre property generally located in the Rancho Mercado PAD at the southeast corner of Happy Valley Road and McMicken Way.

Motion:

I move to approve the Final Plat entitled, “Rancho Mercado Parcel A6” and dated September 12, 2019.

Background:

William Lyon Homes, on behalf of Brookfield Holdings (Mercado), LLC, seeks approval of a Final Plat for a 107-lot single-family residential subdivision in Parcel A6 of the Rancho Mercado PAD.

Objective Analysis:

This Final Plat will create 107 lots and a total density of 2.56 dwelling units per acre which is consistent with the approved Rancho Mercado PAD and the approved preliminary plat.

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS19-275 - RM A6 - Staff Report
2. 01 - FS19-275 - RM A6 - Final Plat
3. FS19-275 - RM A6 - PowerPoint

4. FS19-275 - RM A6 - Right-of-Way Valuation

Final Plat

REPORT TO THE CITY COUNCIL

1 **Case:** **FS19-275**
2
3 **Project Name:** Rancho Mercado Parcel A6
4
5 **Council District:** **1 – ACACIA**
6
7 **Meeting Date:** **November 05, 2019**
8
9 **Planner:** Sergio Angulo
10
11
12 **Owner:** Brookfield Holdings (Mercado), LLC
13
14 **Applicant:** William Lyon Homes
15
16 **Request:** Final Plat for Rancho Mercado Parcel A6
17
18 **Site Location:** Southeast corner of Happy Valley Road and McMicken Way
19
20 **Site Size:** 41.78 Acres
21
22 **Density:** 2.56 DU/Ac
23
24 **General Plan**
25 **Conformance:** The proposal is consistent with the Surprise General Plan 2035
26 as proposed under case FS19-275.
27
28 **Support/Opposition:** None known.
29
30 **Recommendation:** None

31 **Background:**

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

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

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

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

41 **April 10, 2019:** The applicant filed a related request for a Final Plat under case FS19-275,
42 the subject case.

43 **Project Description:**

44
45 William Lyon Homes, on behalf of Brookfield Holdings (Mercado), LLC, requests approval of
46 the Final Plat for Parcel A6 in the Rancho Mercado Planned Area Development (PAD).
47 The subject parcel is generally located on the southeast corner of Happy Valley Road and
48 McMicken Way. Parcel A6 is zoned PAD and has a land use designation of Low Density
49 Residential.

50
51 Onsite the applicant proposes a total of 107 single-family lots. The typical lot proposed is 71'
52 x 120'. This parcel includes a total of 11.44 acres of open space that includes a 1.5-acre open
53 recreation tract (Tract 6D) with amenities such as a playground equipment, BBQ area, a
54 ramada, and a large open turf area.

55
56 **Findings:**

- 57
58
 - The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - The proposed Final Plat is consistent with the Rancho Mercado PAD and the SUDC.
 - The proposed Final Plat is in substantial conformance with the approved Preliminary
61 Plat under case FS15-069.

62
63 **Attachments:**

64
65 01 Final Plat

66
67 **Enclosure:**

68
69 Sealed mylars

K:\09001944\DWG\SURVEY\FINAL PLAT\AS\09001944.FP AS.DWG SAVEDATE:9/12/2019 9:56 AM PLOTDATE:9/12/2019 10:46 AM

FINAL PLAT
OF
RANCHO MERCADO PARCEL A6
A PORTION OF SECTION 9 , TOWNSHIP 4 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

KNOW ALL PERSONS BY THESE PRESENTS:

- THAT BROOKFIELD HOLDINGS (MERCADO) LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREINAFTER "OWNER", HAS SUBDIVIDED UNDER THE NAME "RANCHO MERCADO PARCEL A6", LOCATED WITHIN A PORTION OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA AND DOES HEREBY DECLARE THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS FINAL PLAT.
- "OWNER" HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS-OF-WAY AS SHOWN ON THE FINAL PLAT.
- ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY "OWNER" WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.
- "OWNER" HEREBY GRANTS TO THE PUBLIC A PERPETUAL NON-EXCLUSIVE EASEMENT IN, UPON, OVER, UNDER, THROUGH, AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE FINAL PLAT FOR THE PURPOSE OF ACCESSING, INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.
- "OWNER" HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS FINAL PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITY.
- THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS FINAL PLAT OR ANY PARCEL THEREOF.
- "OWNER" HEREBY WARRANTS AND REPRESENTS TO THE CITY OF SURPRISE THAT IT IS THE SOLE OWNER OF THE PROPERTY COVERED BY THIS FINAL PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING ANY INTEREST THAT IS ADVERSE TO OR INCONSISTENT WITH THE FOREGOING DEDICATION, OR ANY OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS FINAL PLAT, HAS CONSENTED TO OR JOINED IN THIS FINAL PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDERS OFFICE OR WHICH OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS FINAL PLAT IS RECORDED.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.
- THE VEHICULAR NON ACCESS EASEMENTS " VNAE " ARE HEREBY DEDICATED TO THE RANCHO MERCADO COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS AND IS INTENDED TO PREVENT VEHICULAR TRAFFIC BETWEEN TRACTS AND LOTS WITH THE EXCEPTION OF PUBLIC UTILITY USES. SAID " VNAE " AS DEDICATED HEREON WILL CROSS PUBLIC UTILITY EASEMENTS "PUE" ALSO GRANTED HEREON, IN MULTIPLE LOCATIONS. THESE " VNAE " ARE NOT INTENDED TO PREVENT AUTHORIZED AGENTS OF THE PUBLIC UTILITY COMPANIES FROM CROSSING SAID " VNAE " DURING THE COURSE OF INSTALLATION, USE, MAINTENANCE AND REPAIR OF THE UTILITIES LOCATED IN SAID PUBLIC UTILITY EASEMENT "PUE".
- ALL TRACTS ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF THE RANCHO MERCADO COMMUNITY ASSOCIATION, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
- TRACTS PLATTED HEREON ARE DEDICATED FOR THE PURPOSES AS NOTED IN THE TRACT TABLE ON THIS FINAL PLAT AND SHALL BE MAINTAINED BY RANCHO MERCADO COMMUNITY ASSOCIATION.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL CROSS ACCESS EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.
- "OWNER" HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL EASEMENT ACROSS THE FINAL PLAT INCLUDING ROADS AND STREETS, OPEN SPACES, COMMUNITY FACILITIES, TRACTS, SIDEWALKS, DRAINAGE BASINS AND ANY PROPERTY WITHIN THE FINAL PLAT OWNED BY THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR TRASH COLLECTION VEHICLES.
- "OWNER" HEREBY GRANTS TO THE PUBLIC AN EASEMENT FOR RECREATION OVER, UPON AND ACROSS THOSE AREAS DESIGNATED AS RECREATION TRAILS OR AREAS FOR THE PURPOSE OF ALLOWING THE PUBLIC ACCESS TO THE TRAIL SYSTEM.

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

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

BY: _____

ITS: _____

NOTARY ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RANCHO MERCADO COMMUNITY ASSOCIATION RATIFICATION

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

BY: _____ ITS PRESIDENT
KAREN BEACOM

NOTARY ACKNOWLEDGEMENT

STATE OF ARIZONA: }
COUNTY OF MARICOPA: } SS

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

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

BY: _____ MY COMMISSION EXPIRES _____ DATE
NOTARY PUBLIC

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

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

APPROVED _____ CITY ENGINEER _____ DATE

CITY OF SURPRISE COUNCIL APPROVAL

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

_____ MAYOR _____ DATE

ATTEST: _____ CITY CLERK _____ DATE

AREA CALCULATIONS

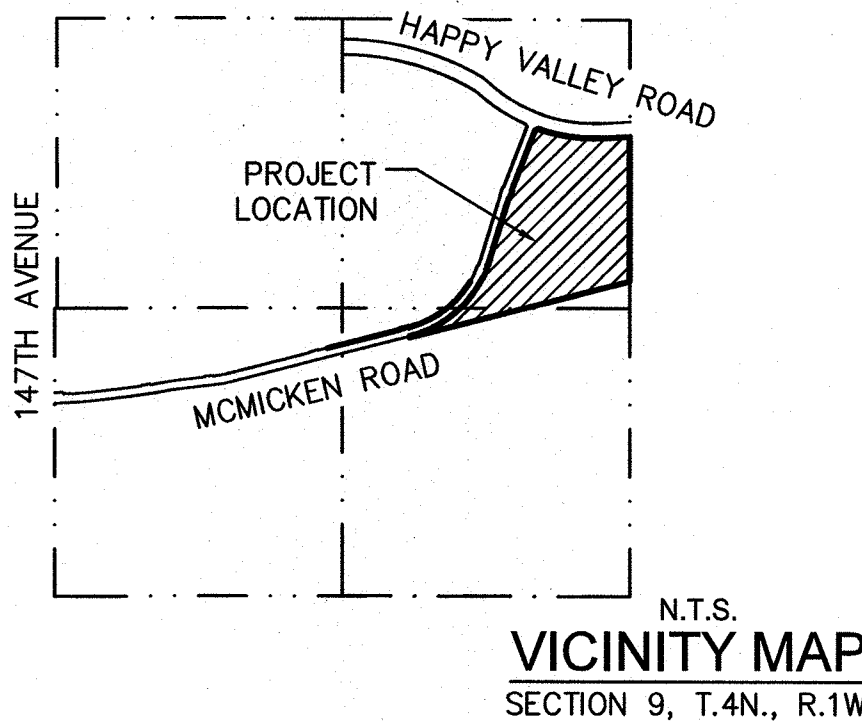
TRACTS	498,375 SQ.FT.	11.441 AC
LOTS = 107	981,420 SQ.FT.	22.530 AC
RIGHT OF WAY	340,308 SQ.FT.	7.812 AC
TOTAL	1,820,103 SQ.FT.	41.784 AC

SHEET INDEX

DESCRIPTION	SHEET NO
COVER SHEET	1
KEY MAP	2
PLAT SHEETS	3-7
PLAT SHEETS, LEGAL DESCRIPTION	8

PUBLIC NOTICE

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



OWNER

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

RELEASE OF LIABILITY

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

100 YEAR ASSURED WATER SUPPLY LANGUAGE

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

GENERAL NOTES

- IN ACCORDANCE WITH A.R.S. § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS FINAL PLAT ARE IN CONFORMANCE WITH THE CITY OF SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND #14710, WHEN APPLICABLE.
- NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- HAPPY VALLEY ROAD WILL BECOME A 6 LANE MAJOR ARTERIAL AT SOME FUTURE POINT.
- SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY OF 2000 GPM @ 2 HOURS @ 20 PSI RESIDUAL.
- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED BY THE CITY OF SURPRISE UNDER CASE FS15-069.
- A PORTION OF THE PROPERTY IS LOCATED WITHIN THE AREA HAVING FLOOD ZONES "A", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1230L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED, AS MAY BE AMENDED FROM TIME TO TIME.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF THE LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY
- DEVELOPMENT STANDARDS ARE PER CITY OF SURPRISE CASE FS10-210 OR AS SUBSEQUENTLY AMENDED.

BASIS OF BEARING

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

SURVEYOR'S CERTIFICATION

I, JAMES G. SPRING, PLS 22282, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF EIGHT (8) SHEETS REPRESENTS A SURVEY PREPARED UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER, 2019; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAMES G. SPRING, PLS 22282

ATWELL, LLC
4700 EAST SOUTHERN AVENUE
MESA, ARIZONA 85206

NOTE:

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



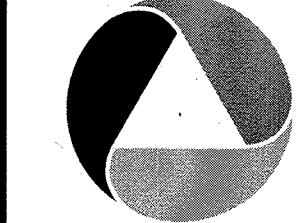
COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A6
CITY OF SURPRISE, ARIZONA

SEPTEMBER 2019

REVISIONS:

REVISIONS:



PM. J. SPRING
DR. T. SIEVERDING
JOB NO.
09001944

N.T.S.

09001944.FP AS.DWG

SHEET NO.

1 OF 8

LEGEND

- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- EXISTING RIGHT OF WAY LINE
- CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SECTION LINE
- ALIQUOT SECTION LINE
- SUBDIVISION CORNER TO BE SET
- FOUND MONUMENT AS NOTED
- CENTERLINE MONUMENT (TO BE SET BY CITY OF SURPRISE STANDARDS)
- 30'x30' SIGHT VISIBILITY EASEMENT
- VEHICULAR NON-ACCESS EASEMENT
- PUBLIC UTILITY EASEMENT
- MAP OF DEDICATION
- MARICOPA COUNTY RECORDER
- RIGHT-OF-WAY
- FRONT BUILDING SETBACK LINE
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- DELTA
- CURVE TABLE NUMBER
- LINE TABLE NUMBER
- FINAL PLAT
- EASEMENT

CITY OF SURPRISE CASE ZONING

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

NORTHEAST CORNER OF SECTION 9, T.4N., R.1W., NOTHING FOUND, NOTHING SET POSITION ESTABLISHED FROM SURVEY RECORDED IN BK 56, PG 47, M.C.R.

FOUND 2" MARICOPA COUNTY ALUMINUM CAP STAMPED RLS 35832 2003 WCI LOCATED 100.05' SOUTH OF SECTION CORNER LOCATION

DETAIL "A" N.T.S.

WEST CORNER SECTION 9, T.4N., R.1W., FOUND 2" ALUMINUM CAP STAMPED RLS 35832 2003

SOUTHWEST CORNER SECTION 9, T.4N., R.1W., FOUND 2" ALUMINUM CAP STAMPED LS 33307 2011

WEST QUARTER CORNER SECTION 4, T.4N., R.1W., FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 35832 2003 (P.O.C.)

NORTH QUARTER CORNER OF SECTION 9, T.4N., R.1W., FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 35832 2003

NORTHWEST CORNER SECTION 9, T.4N., R.1W., FOUND 3 1/2" ALUMINUM CAP STAMPED LS 33307 2011

TRACT TABLE

TRACT	AREA SQ FT	AREA ACRES	USAGES
TRACT 6A	68,696	1.577	OPEN SPACE, DRAINAGE, SEWER EASEMENT AND PUE
TRACT 6B	43,872	1.007	OPEN SPACE, DRAINAGE, AND PUE
TRACT 6C	26,453	0.607	OPEN SPACE AND PUE
TRACT 6D	67,153	1.542	OPEN SPACE, PUE, DRAINAGE, RECREATION AND COMMUNITY AMENITIES AND WELL OVERFLOW EASEMENT
TRACT 6E	29,841	0.685	OPEN SPACE, PUE, DRAINAGE AND COMMUNITY AMENITIES
TRACT 6F	25,545	0.586	PUE AND WELLSITE A
TRACT 6G	236,198	5.422	MULTIUSE TRAIL PUE, AND DRAINAGE EASEMENT
TOTAL	498,375	11.441	

LINE #	DIRECTION	LENGTH
L1	N65°22'22"E	28.73'
L2	N14°20'51"W	10.00'
L3	N69°17'19"E	7.66'
L4	N26°25'16"E	73.99'
L5	N22°51'05"W	11.21'
L6	N65°35'24"E	9.43'
L7	N20°29'17"E	74.05'
L8	N23°42'49"W	8.77'
L9	S00°00'00"E	3655.01'
L10	S00°01'03"W	100.05'

CURVE #	LENGTH	RADIUS	DELTA
C1	88.29'	1040.00'	004°51'50"
C2	65.84'	1460.00'	002°35'02"

4399.27'

BASIS OF BEARING
S89°46'48"E 5255.54'
YEARLING ROAD

856.26'

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

S0017°03'E
2641.93'

FUTURE
RANCHO MERCADO
MOD PARCEL A13

NORTHEAST CORNER OF
SECTION 9, T.4N., R.1W.,
NOTHING FOUND, NOTHING SET
POSITION ESTABLISHED FROM SURVEY
RECORDED IN BK 56, PG 47, M.C.R.
(SEE DETAIL "A" LEFT)

TRACT TABLE

TRACT	AREA SQ FT	AREA ACRES	USAGES
TRACT 6A	68,696	1.577	OPEN SPACE, DRAINAGE, SEWER EASEMENT AND PUE
TRACT 6B	43,872	1.007	OPEN SPACE, DRAINAGE, AND PUE
TRACT 6C	26,453	0.607	OPEN SPACE AND PUE
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TOTAL	498,375	11.441	

LINE #	DIRECTION	LENGTH
L1	N65°22'22"E	28.73'
L2	N14°20'51"W	10.00'
L3	N69°17'19"E	7.66'
L4	N26°25'16"E	73.99'
L5	N22°51'05"W	11.21'
L6	N65°35'24"E	9.43'
L7	N20°29'17"E	74.05'
L8	N23°42'49"W	8.77'
L9	S00°00'00"E	3655.01'
L10	S00°01'03"W	100.05'

CURVE #	LENGTH	RADIUS	DELTA
C1	88.29'	1040.00'	004°51'50"
C2	65.84'	1460.00'	002°35'02"

FUTURE
RANCHO MERCADO
FINAL PLAT
PARCEL A5



COUNTY: MARICOPA

SECTION: 9

TOWNSHIP: 4 NORTH

RANGE: 1 WEST

FINAL PLAT

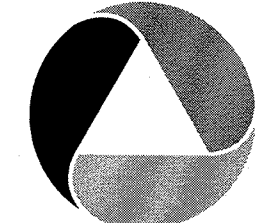
RANCHO MERCADO

PARCEL A6

CITY OF SURPRISE, ARIZONA

SEPTEMBER 2019

REVISIONS:



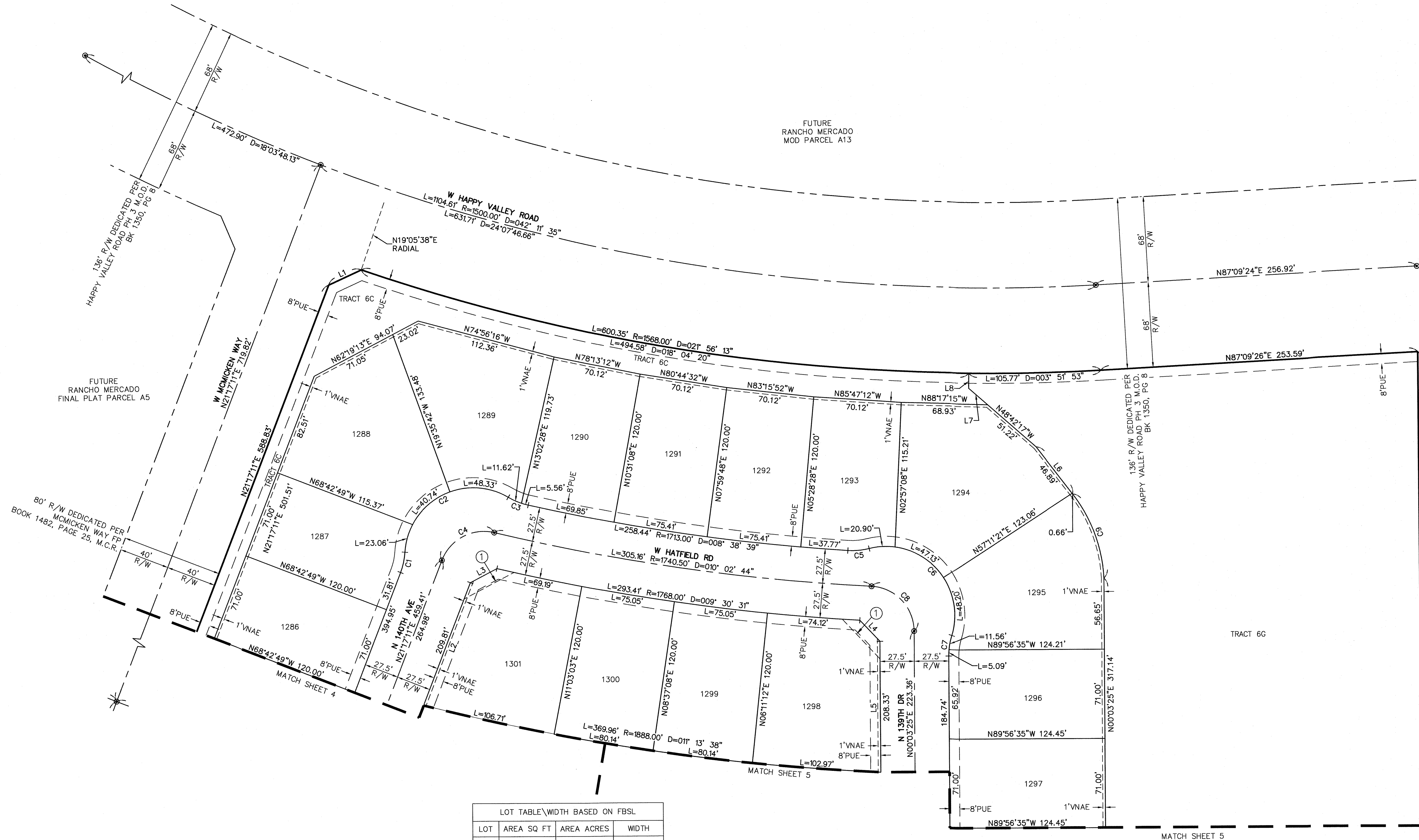
PM. J. SPRING
DR. T. SIEVERDING
JOB NO.
09001944

SCALE 0 50 100
1" = 100 FEET

00001944.FP A6.DWG

SHEET NO.

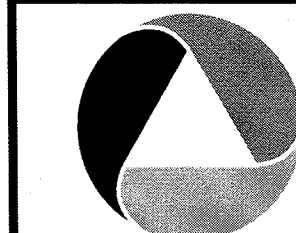
2 OF 8

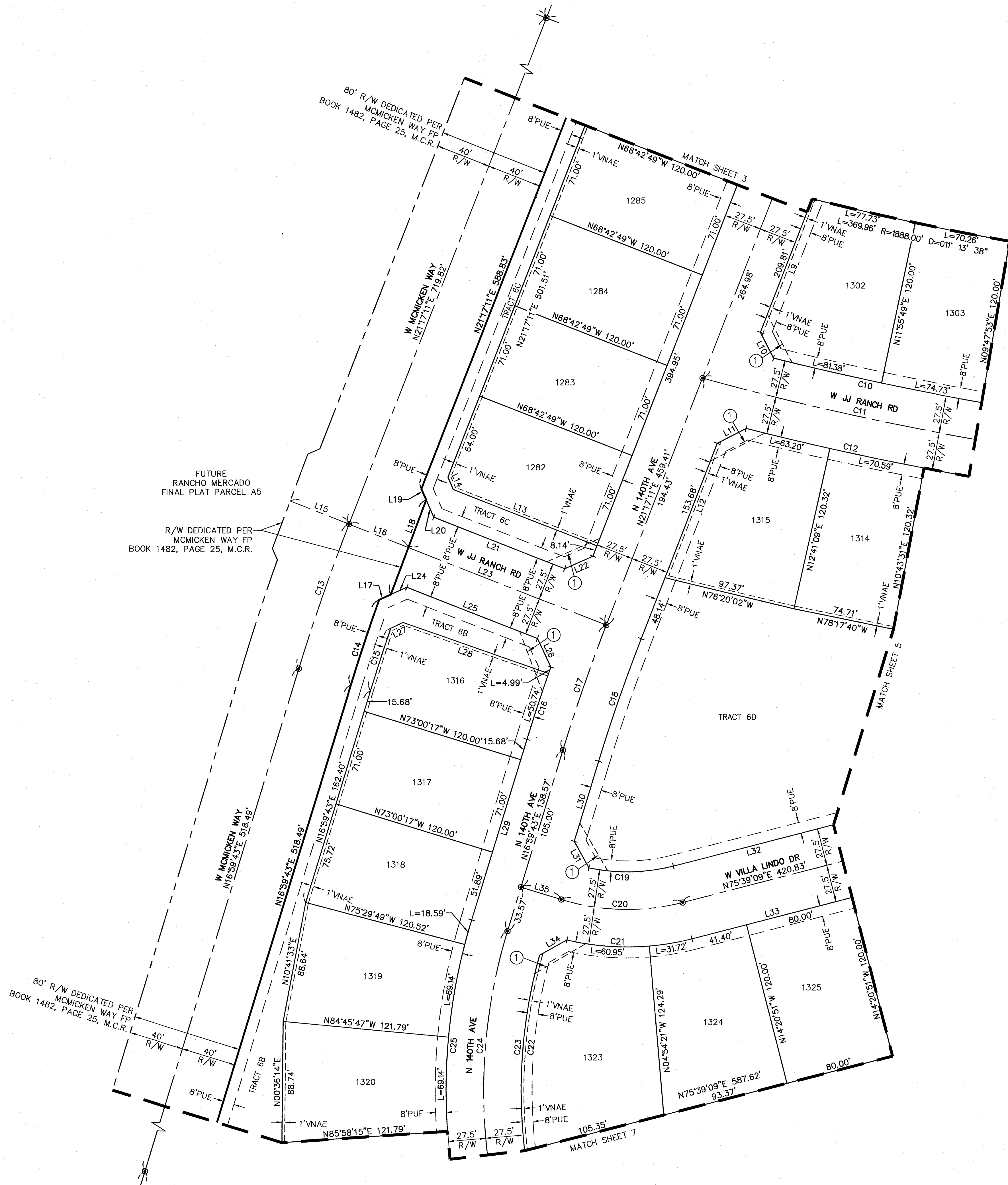


LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH
1286	8520	0.196	71.0
1287	8407	0.193	71.0
1288	12153	0.279	65.2
1289	11774	0.270	68.6
1290	8750	0.201	74.9
1291	8750	0.201	74.9
1292	8750	0.201	74.9
1293	8645	0.198	74.9
1294	13052	0.300	81.1
1295	11560	0.265	67.8
1296	8835	0.203	71.0
1297	8836	0.203	71.0
1298	11458	0.263	87.4
1299	9311	0.214	75.6
1300	9311	0.214	75.6
1301	11387	0.261	83.5

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N65°22'22"E	28.73'
L2	N21°17'11"E	104.96'
L3	N62°25'10"E	24.10'
L4	N43°12'32"W	23.30'
L5	N00°03'25"E	104.18'
L6	N37°33'53"W	47.55'
L7	N48°42'17"W	20.00'
L8	N01°01'18"E	12.00'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	16.65'	55.00'	017°20'29"
C2	112.13'	55.00'	116°48'35"
C3	17.18'	55.00'	017°53'57"
C4	51.70'	36.00'	082°17'05"
C5	17.18'	55.00'	017°53'57"
C6	116.23'	55.00'	121°05'11"
C7	16.65'	55.00'	017°20'29"
C8	54.37'	36.00'	086°31'54"
C9	72.63'	118.30'	035°10'41"





LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH
1282	8496	0.195	71.0
1283	8520	0.196	71.0
1284	8520	0.196	71.0
1285	8520	0.196	71.0
1302	10380	0.238	91.5
1303	8699	0.200	74.3
1314	8725	0.200	71.0
1315	10481	0.241	77.1
1316	8221	0.189	66.9
1317	8520	0.196	71.0
1318	8775	0.201	71.0
1319	9457	0.217	71.1
1320	9514	0.218	71.1
1323	13146	0.302	77.6
1324	10035	0.230	75.4
1325	9600	0.220	75.0

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L9	N21°17'11"E	104.85'	L23	N68°42'49"W	155.78'
L10	N27°06'59"W	21.24'	L24	N65°35'24"E	12.92'
L11	N62°58'29"E	23.90'	L25	S68°42'49"E	102.74'
L12	N21°17'11"E	105.54'	L26	S24°58'27"E	23.13'
L13	N68°42'49"W	113.00'	L27	N64°07'12"E	9.89'
L14	N23°42'49"W	9.90'	L28	N70°48'38"W	113.00'
L15	N68°42'49"W	46.29'	L29	S16°59'43"W	138.57'
L16	N68°42'49"W	46.72'	L30	N16°59'43"E	61.46'
L17	N65°35'24"E	9.43'	L31	N28°57'39"W	22.25'
L18	N20°29'17"E	74.05'	L32	S75°39'09"W	396.43'
L19	N23°42'49"W	8.77'	L33	N75°39'09"E	413.26'
L20	N23°42'49"W	13.85'	L34	N61°09'32"E	22.84'
L21	N68°42'49"W	103.00'	L35	N73°00'17"W	30.92'
L22	S66°17'11"W	22.63'			

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C10	382.49'	2008.00'	010°54'50"
C11	441.90'	2035.50'	012°26'20"
C12	388.81'	2063.00'	010°47'54"
C13	112.34'	1500.00'	004°17'28"
C14	65.84'	1460.00'	002°35'02"
C15	48.33'	1445.00'	001°54'59"
C16	55.73'	1325.00'	002°24'36"
C17	97.18'	1297.50'	004°17'28"
C18	95.12'	1270.00'	004°17'28"
C19	62.62'	137.50'	026°05'44"
C20	90.26'	165.00'	031°20'34"
C21	92.67'	192.50'	027°34'52"
C22	144.65'	372.50'	022°14'58"
C23	193.87'	372.50'	029°49'09"
C24	218.81'	400.00'	031°20'34"
C25	233.86'	427.50'	031°20'34"

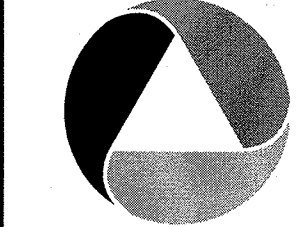


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A6
CITY OF SURPRISE, ARIZONA

SEPTEMBER 2019

REVISIONS:

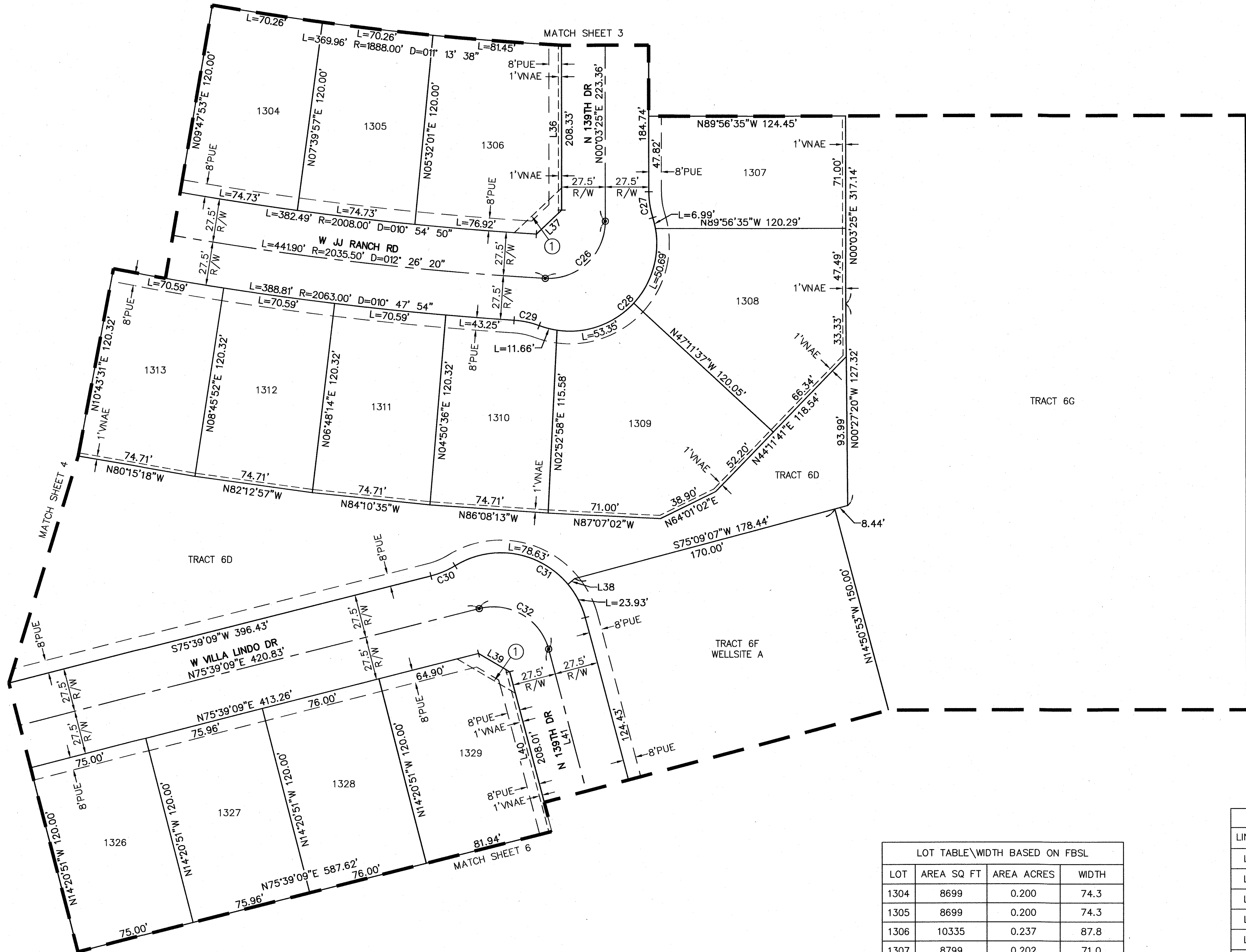


PM. J. SPRING
DR. T. SIEVERDING
JOB NO.
09001944

SCALE 0 20 40
1" = 40 FEET

09001944.FP ASDWG

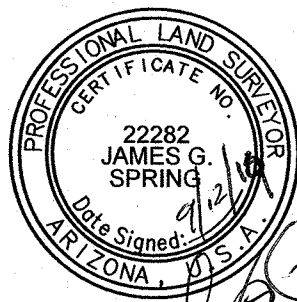
SHEET NO.
4 OF 8



LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH
1304	8699	0.200	74.3
1305	8699	0.200	74.3
1306	10335	0.237	87.8
1307	8799	0.202	71.0
1308	12032	0.276	66.9
1309	12970	0.298	77.7
1310	8669	0.199	71.0
1311	8725	0.200	71.0
1312	8725	0.200	71.0
1313	8725	0.200	71.0
1326	9000	0.207	75.0
1327	9115	0.209	76.0
1328	9120	0.209	76.0
1329	9643	0.221	77.0

LINE TABLE		
LINE #	DIRECTION	LENGTH
L36	N00°03'25"E	104.16'
L37	N46°35'01"E	22.02'
L38	S50°13'06"W	5.65'
L39	S59°35'52"E	22.73'
L40	S14°50'53"E	104.00'
L41	N14°50'53"W	259.32'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C26	58.48'	36.00'	093°04'52"
C27	16.65'	55.00'	017°20'29"
C28	122.70'	55.00'	127°49'10"
C29	16.22'	55.00'	016°53'32"
C30	16.65'	55.00'	017°20'29"
C31	102.56'	55.00'	106°50'28"
C32	56.23'	36.00'	089°29'58"



COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A6
CITY OF SURPRISE, ARIZONA

SEPTEMBER 2019

REVISIONS:



PM. J. SPRING
DR. T. SIEVERDING
JOB NO.
09001944

SCALE 0 20 40
1" = 40 FEET

09001944.FP A6.DWG

SHEET NO.
5 OF 8



FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY
A.P.N. 503-69-009

RANCHO CABRILLO DEVELOPMENT LLC
A.P.N. 503-53-022H

LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
1330	9768	0.224	78.9	1354	8520	0.196	71.0
1331	8520	0.196	71.0	1355	8520	0.196	71.0
1332	8520	0.196	71.0	1356	9768	0.224	78.9
1333	8520	0.196	71.0	1357	8520	0.196	71.0
1334	8520	0.196	71.0	1358	8520	0.196	71.0
1335	8520	0.196	71.0	1359	8520	0.196	71.0
1342	8520	0.196	71.0	1360	8520	0.196	71.0
1343	8520	0.196	71.0	1361	8520	0.196	71.0
1344	8520	0.196	71.0	1362	8520	0.196	71.0
1345	8520	0.196	71.0	1363	8520	0.196	71.0
1346	8520	0.196	71.0	1381	8520	0.196	71.0
1347	8520	0.196	71.0	1382	8520	0.196	71.0
1348	8520	0.196	71.0	1383	8520	0.196	71.0
1349	9643	0.221	77.0	1384	8520	0.196	71.0
1350	9452	0.217	74.8	1385	8520	0.196	71.0
1351	12021	0.276	66.4	1386	8520	0.196	71.0
1352	12539	0.288	75.8	1387	8520	0.196	71.0
1353	8520	0.196	71.0	1388	8519	0.196	71.0

LINE TABLE		
LINE #	DIRECTION	LENGTH
L42	N14°50'53"W	104.00'
L43	N30°24'08"E	22.53'
L44	N14°50'53"W	259.32'
L45	N14°50'53"W	105.06'
L46	N59°35'52"W	22.73'
L47	N14°50'53"W	150.00'
L48	N59°35'52"W	22.73'
L49	N14°50'53"W	104.00'
L50	N14°50'53"W	104.00'
L51	N30°24'08"E	22.53'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C33	16.65'	55.00'	017°20'29"
C34	102.56'	55.00'	106°50'28"
C35	56.23'	36.00'	089°29'58"
C36	56.86'	36.00'	090°30'02"
C37	103.52'	55.00'	107°50'31"
C38	16.65'	55.00'	017°20'29"

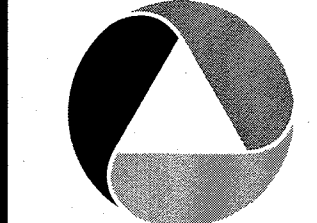


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A6
CITY OF SURPRISE, ARIZONA

SEPTEMBER 2019

REVISIONS:

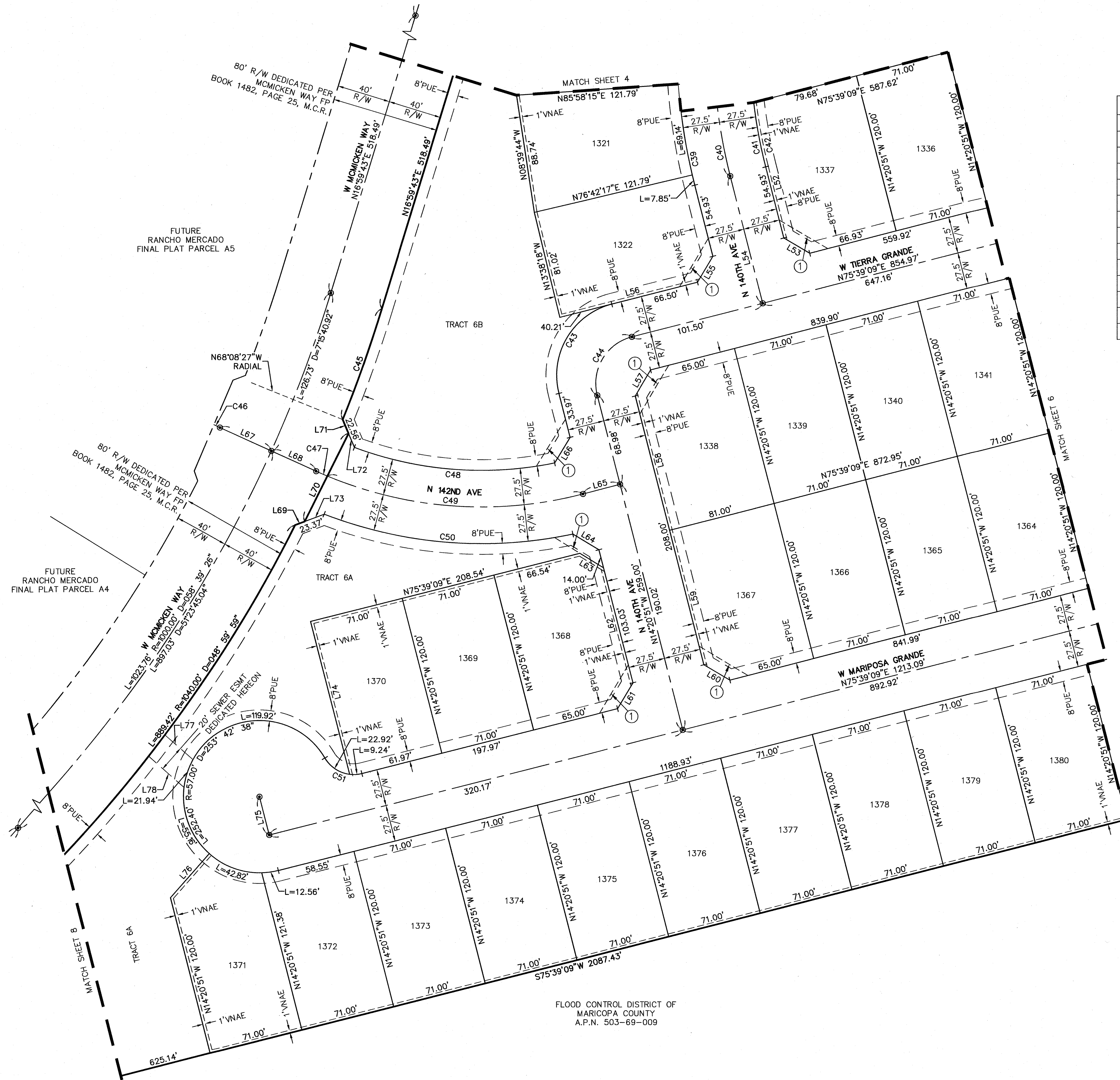


PM. J. SPRING
DR. T. SIEVERDING
JOB NO.
09001944

SCALE 0 20 40
1" = 40 FEET

09001944.FP A6.DWG

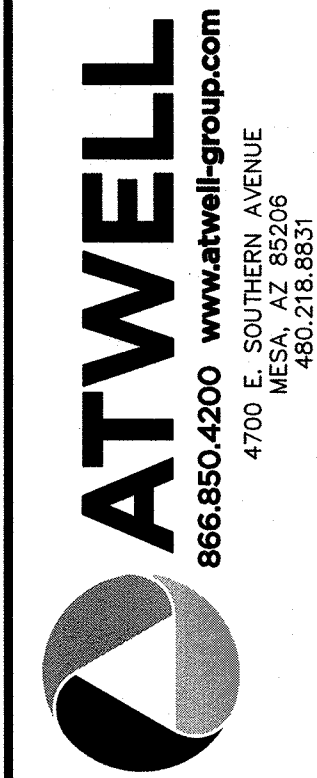
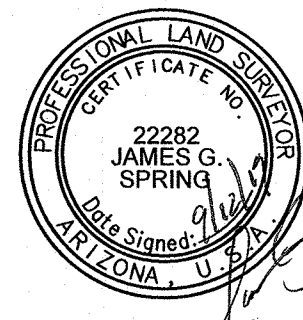
SHEET NO.
6 OF 8



LOT TABLE\WIDTH BASED ON FBSL				LOT TABLE\WIDTH BASED ON FBSL			
LOT	AREA SQ FT	AREA ACRES	WIDTH	LOT	AREA SQ FT	AREA ACRES	WIDTH
1321	9514	0.218	71.1	1369	8520	0.196	71.0
1322	9637	0.221	71.0	1370	8515	0.195	71.0
1336	8520	0.196	78.9	1371	9314	0.214	71.0
1337	9770	0.224	77.0	1372	8526	0.196	71.0
1338	9592	0.220	71.0	1373	8520	0.196	71.0
1339	8520	0.196	71.0	1374	8520	0.196	71.0
1340	8520	0.196	71.0	1375	8520	0.196	71.0
1341	8520	0.196	71.0	1376	8520	0.196	71.0
1364	8520	0.196	71.0	1377	8520	0.196	71.0
1365	8520	0.196	71.0	1378	8520	0.196	71.0
1366	8520	0.196	71.0	1379	8520	0.196	71.0
1367	9592	0.220	77.0	1380	8520	0.196	71.0
1368	9484	0.218	77.0				

LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L52	N14°20'51"W	54.93'	L66	N31°05'59"E	22.45'
L53	N59°20'51"W	22.63'	L67	N65°44'36"W	42.26'
L54	N14°20'51"W	98.43'	L68	N65°44'36"W	36.85'
L55	N30°39'09"E	22.63'	L69	N69°17'19"E	7.66'
L56	N75°39'09"E	106.71'	L70	N26°25'16"E	73.99'
L57	N30°39'09"E	22.63'	L71	N22°51'05"W	11.21'
L58	N14°20'51"W	104.00'	L72	N22°51'05"W	11.35'
L59	N14°20'51"W	104.00'	L73	S69°17'19"W	15.71'
L60	N59°20'51"W	22.63'	L74	N14°20'51"W	118.31'
L61	N30°39'09"E	22.63'	L75	N14°20'51"W	29.50'
L62	N14°20'51"W	89.03'	L76	N41°19'12"E	44.06'
L63	N58°22'06"W	20.81'	L77	S48°43'12"E	28.01'
L64	N58°58'43"W	22.77'	L78	S48°43'12"E	35.36'
L65	N75°39'09"E	28.69'			

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C39	233.86'	427.50'	031°20'34"
C40	218.81'	400.00'	031°20'34"
C41	193.87'	372.50'	029°49'09"
C42	49.21'	372.50'	007°34'12"
C43	86.39'	55.00'	090°00'00"
C44	56.55'	36.00'	090°00'00"
C45	88.29'	1040.00'	004°51'50"
C46	4.96'	300.00'	000°56'48"
C47	9.10'	300.00'	001°44'17"
C48	152.63'	272.50'	032°05'30"
C49	195.65'	300.00'	037°22'00"
C50	189.69'	327.50'	033°11'07"

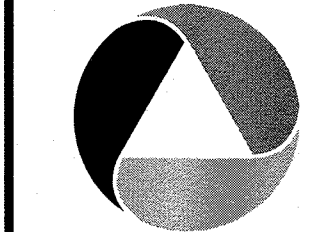


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A6
CITY OF SURPRISE, ARIZONA

SEPTEMBER 2019

REVISIONS:



P.M. J. SPRING
DR. T. SIEVERDING
JOB NO.
09001944

SCALE 0 20 40
1" = 40 FEET

09001944.FP AD.DWG

SHEET NO.
7 OF 8

LEGAL DESCRIPTION

A PORTION OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE, ALONG THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S89°46'48"E A DISTANCE OF 4399.27 FEET;

THENCE, LEAVING THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S00°00'00"E A DISTANCE OF 3655.01 FEET TO THE POINT OF BEGINNING;

THENCE, N65°22'22"E A DISTANCE OF 28.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT,

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 600.35 FEET, WITH A RADIUS OF 1568.00 FEET AND THE RADIAL BEARING OF N19°05'38"E AND A CENTRAL ANGLE OF 21°56'13";

THENCE, N87°09'26"E A DISTANCE OF 253.59 FEET TO THE EAST LINE OF SAID SECTION 9;

THENCE, ALONG SAID EAST LINE, S00°02'19"E A DISTANCE OF 1324.53 FEET;

THENCE, LEAVING SAID EAST LINE, S75°39'09"W A DISTANCE OF 2087.43 FEET;

THENCE, N14°20'51"W A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 889.42 FEET, WITH A RADIUS OF 1040.00 FEET AND THE RADIAL BEARING OF N14°20'51"W AND A CENTRAL ANGLE OF 48°59'59";

THENCE, N69°17'19"E A DISTANCE OF 7.66 FEET;

THENCE, N26°25'16"E A DISTANCE OF 73.99 FEET;

THENCE, N22°51'05"W A DISTANCE OF 11.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 88.29 FEET, WITH A RADIUS OF 1040.00 FEET AND THE RADIAL BEARING OF N68°08'27"W AND A CENTRAL ANGLE OF 04°51'50";

THENCE, N16°59'43"E A DISTANCE OF 518.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

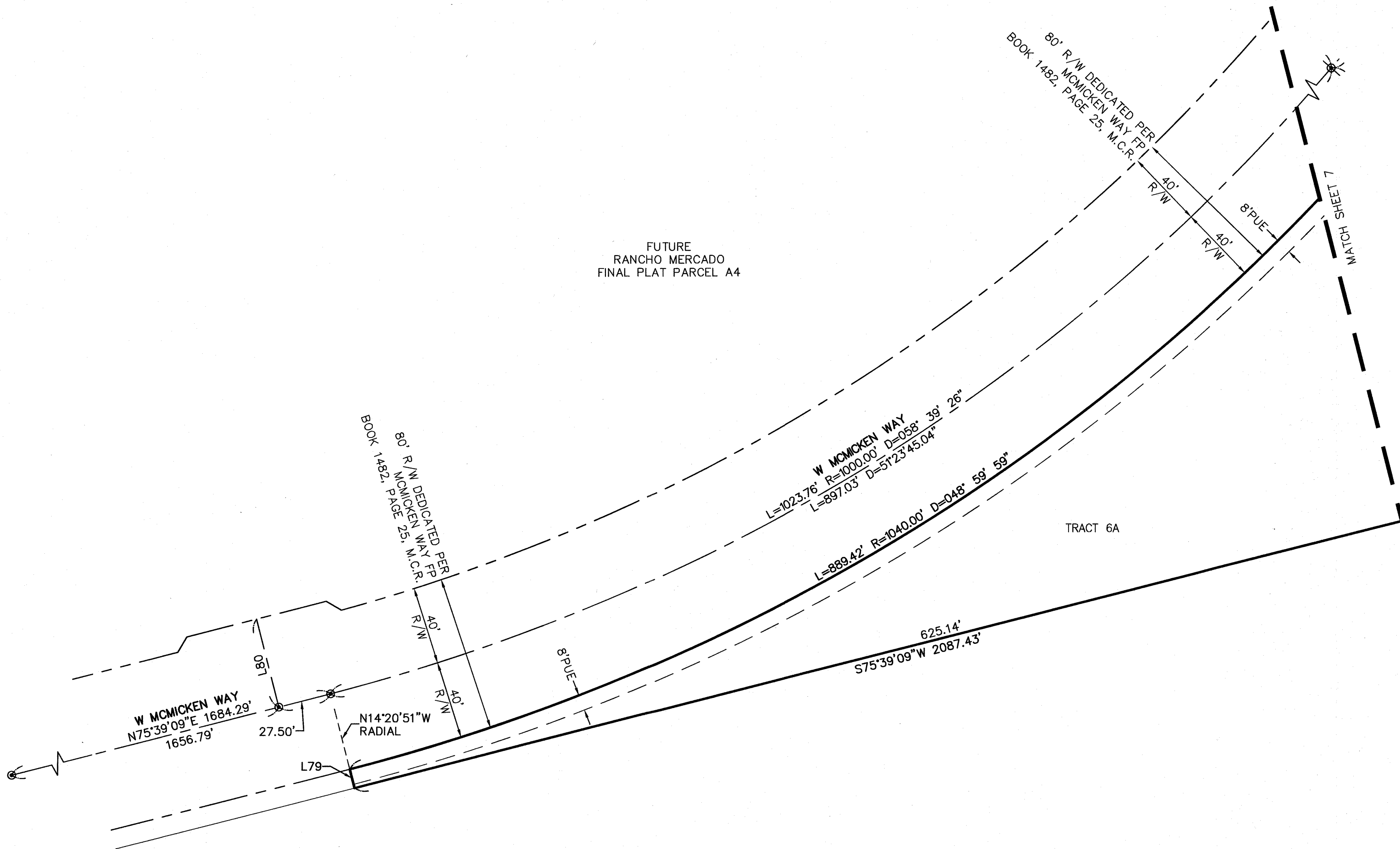
THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 65.84 FEET, WITH A RADIUS OF 1460.00 FEET AND A CENTRAL ANGLE OF 02°35'02";

THENCE, N65°35'24"E A DISTANCE OF 9.43 FEET;

THENCE, N20°29'17"E A DISTANCE OF 74.05 FEET;

THENCE, N23°42'49"W A DISTANCE OF 8.77 FEET;

THENCE, N21°17'11"E A DISTANCE OF 588.83 FEET TO THE POINT OF BEGINNING.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L79	N14°20'51"W	10.00'
L80	N14°20'51"W	46.52'

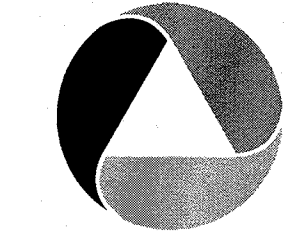


COUNTY: MARICOPA
SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 1 WEST

FINAL PLAT
RANCHO MERCADO
PARCEL A6
CITY OF SURPRISE, ARIZONA

SEPTEMBER 2019

REVISIONS:



PM. J. SPRING
DR. T. SIEVERDING
JOB NO.
09001944

SCALE 0 20 40
1" = 40 FEET

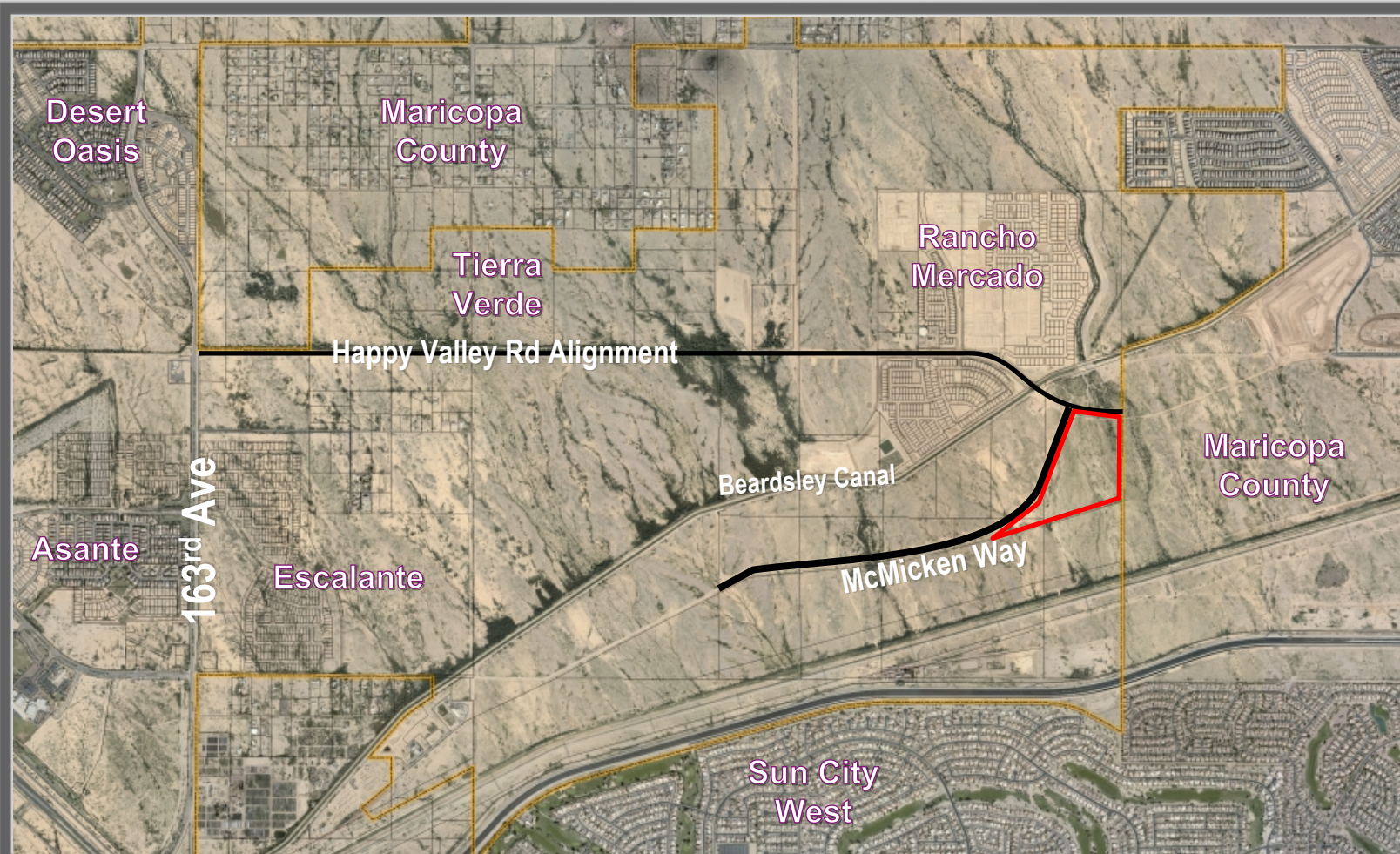
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SHEET NO.
8 OF 8



Rancho Mercado Parcel A6 Final Plat

City Council
November 5, 2019



VICINITY MAP

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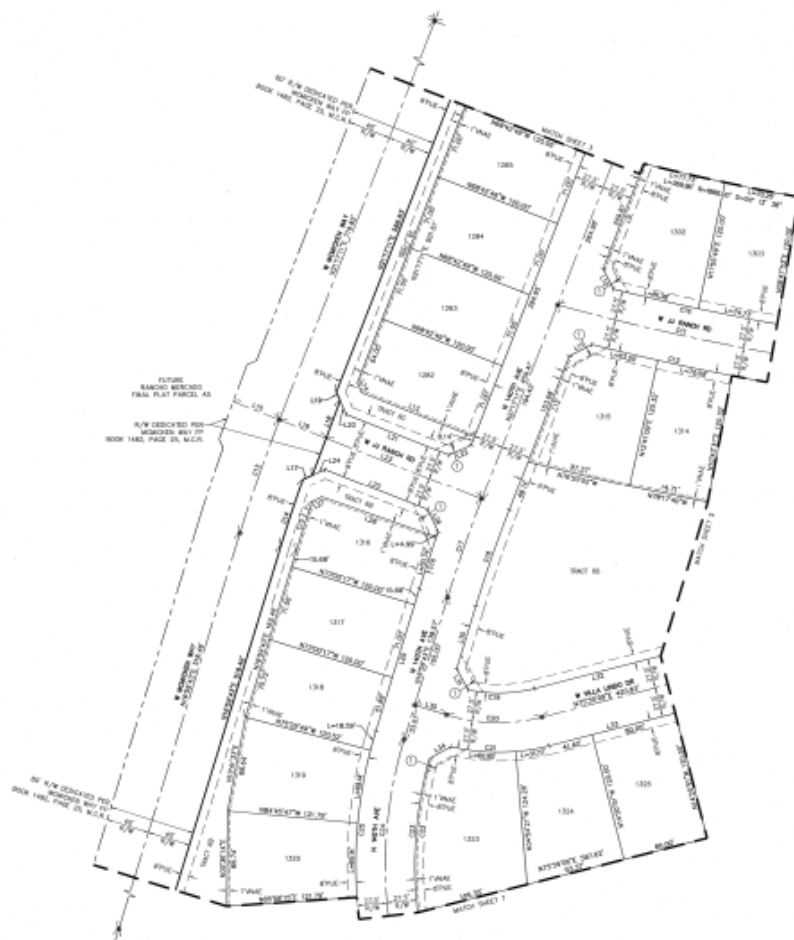
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LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	86322°22'N	28.15'
L2	821°17'17"E	104.96'
L3	862°38'50"E	24.10'
L4	842°12'22"W	23.50'
L5	808°55'25"E	134.7'
L6	837°32'50"W	47.35'
L7	588°42'17"W	28.00'
L8	801°01'38"E	12.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	16.65	55.00	87.2828
C2	112.12	38.00	119.0820
C3	172.8	55.00	87.3572
C4	58.72	38.00	102.7708
C5	172.8	55.00	87.3572
C6	116.23	55.00	121.0017
C7	16.65	55.00	87.2828
C8	34.25	38.00	86.0754
C9	79.63	118.30	100.0705

FINAL PLAT



LOT	AREA SQ. FT.	AREA ACRES	WIDTH
1285	8196	0.185	71.8
1286	8520	0.196	71.8
1287	8520	0.196	71.8
1288	8520	0.196	71.8
1289	8520	0.196	71.8
1290	10300	0.236	86.5
1291	8608	0.200	74.3
1292	8720	0.200	75.0
1293	12480	0.281	77.1
1294	8021	0.185	68.8
1295	8520	0.196	71.8
1296	8775	0.200	71.8
1297	8452	0.211	71.1
1298	8814	0.200	71.1
1299	13440	0.302	77.8
1300	10055	0.230	75.4
1301	9009	0.205	76.0

LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
18	N31°17'07"E	514.85	123	N68°42'43"W	155.78
118	N27°06'18"W	21.24	124	N68°35'24"E	32.62
121	N62°28'29"E	23.85	125	N68°42'43"W	182.74
132	N31°17'07"E	105.54	126	S24°55'27"E	23.17
133	N68°42'43"W	113.08	127	N68°42'43"W	8.88
134	N27°06'18"W	9.87	128	N70°48'38"W	73.07
135	N68°42'43"W	40.29	129	S45°58'47"E	138.57
136	N68°42'43"W	46.72	130	N68°35'24"E	61.84
137	N65°28'24"E	3.42	131	N29°37'38"W	23.29
138	N27°06'18"E	74.05	132	S75°38'10"W	366.47
139	N27°06'18"E	4.77	133	N70°38'38"E	412.38
140	N27°06'18"E	15.87	134	N61°00'30"E	22.84
141	N68°42'43"W	50.87	135	N70°38'38"E	30.87
142	S69°11'11"W	22.87			

CURVE #	LENGTH	RADIUS	DELTA
C18	352.47	2288.88	81°54'34"
C19	446.87	2835.80	91°23'28"
C20	388.87	2835.80	81°54'34"
C21	112.34	1580.88	88°47'28"
C22	68.84	1480.88	88°35'32"
C23	48.22	1440.88	88°34'38"
C24	55.73	1325.88	88°34'38"
C25	127.46	1281.88	88°47'28"
C26	352.12	1270.88	88°47'28"
C27	42.82	1271.58	88°55'44"
C28	80.28	188.08	83°20'34"
C29	82.87	183.58	82°34'32"
C30	144.87	372.58	82°34'38"
C31	183.87	372.88	82°34'38"
C32	238.87	480.88	83°20'34"
C33	233.88	437.58	83°20'34"





LOT TABLE BASED ON PERL

LOT	AREA SQ FT	AREA ACRES	BEAR
1304	8699	0.200	74.3
1305	8699	0.200	74.3
1306	10375	0.237	87.8
1307	8769	0.202	71.0
1308	12832	0.296	68.8
1309	12870	0.296	77.7
1310	8699	0.198	71.0
1311	8725	0.200	71.0
1312	8725	0.200	71.0
1313	8725	0.200	71.0
1314	8699	0.201	75.0
1315	9418	0.200	76.0
1316	9120	0.209	76.0
1317	8843	0.201	77.0

LINE TABLE

LINE #	DIRECTION	LENGTH
1.00	N86°07'27"E	184.91'
1.31	N44°33'01"E	23.02'
1.38	S59°17'06"W	5.65'
1.39	S58°33'10"E	23.77'
1.40	S14°03'31"E	134.00'
1.41	N44°50'53"W	256.32'

CURVE TABLE

CURVE #	CHORD	RADIUS	ANGLE
C20	58.43'	36.00'	02°04'52"
C27	18.63'	66.00'	01°52'28"
C29	122.92'	35.00'	02°46'10"
C30	18.22'	55.00'	04°57'52"
C31	18.63'	66.00'	01°52'28"
C32	122.92'	35.00'	02°46'10"
C33	58.43'	36.00'	02°04'52"



FINAL PLAT



LOT TABLE/ROW BASED ON FBS				LOT TABLE/ROW BASED ON FBS			
LOT	AREA SQ. FT.	AREA ACRES	W8/1	LOT	AREA SQ. FT.	AREA ACRES	W8/1
1330	9,168	0.214	78.8	1354	8520	0.196	75.8
1331	8520	0.196	75.8	1355	8520	0.196	75.8
1332	8520	0.196	75.8	1356	8520	0.196	75.8
1333	8520	0.196	75.8	1357	8520	0.196	75.8
1334	8520	0.196	75.8	1358	8520	0.196	75.8
1335	8520	0.196	75.8	1359	8520	0.196	75.8
1342	8520	0.196	75.8	1360	8520	0.196	75.8
1343	8520	0.196	75.8	1361	8520	0.196	75.8
1344	8520	0.196	75.8	1362	8520	0.196	75.8
1345	8520	0.196	75.8	1363	8520	0.196	75.8
1346	8520	0.196	75.8	1364	8520	0.196	75.8
1347	8520	0.196	75.8	1365	8520	0.196	75.8
1348	8520	0.196	75.8	1366	8520	0.196	75.8
1349	8520	0.196	75.8	1367	8520	0.196	75.8
1350	8520	0.196	75.8	1368	8520	0.196	75.8
1351	8520	0.196	75.8	1369	8520	0.196	75.8
1352	8520	0.196	75.8	1370	8520	0.196	75.8
1353	8520	0.196	75.8	1371	8520	0.196	75.8

LINE TABLE		
LINE #	DIRECTION	LENGTH
L42	N44°50'55"W	184.00'
L43	N00°00'00"W	23.52'
L44	N44°50'55"W	259.32'
L45	N44°50'55"W	184.00'
L46	N00°00'00"W	23.52'
L47	N44°50'55"W	184.00'
L48	N00°00'00"W	23.52'
L49	N44°50'55"W	184.00'
L50	N44°50'55"W	184.00'
L51	N00°00'00"W	23.52'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C33	36.85'	55.00'	81°53'29"
C34	102.38'	55.00'	188°50'29"
C35	50.25'	55.00'	88°50'29"
C36	36.85'	55.00'	88°50'29"
C37	102.38'	55.00'	188°50'29"
C38	36.85'	55.00'	81°53'29"



FINAL PLAT

LEGAL DESCRIPTION

A PORTION OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE OLD AND SALT RIVER BASIN AND MINERAL, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP STAMPED MARICOPA COUNTY RLS 35852 0002, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND 2" BRASS CAP IN TANGIBLE STAMPED MARICOPA COUNTY REDEMPTION OF TRANSFORMATION 26772, ACCEPTED AS THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, THENCE BEARS S89°45'45"E A DISTANCE OF 624.54'

THENCE, ALONG THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S89°45'45"E A DISTANCE OF 4288.27 FEET;

THENCE, LEAVING THE WEST-EAST MID-SECTION LINE OF SAID SECTION 4, S89°45'45"E A DISTANCE OF 3488.04 FEET TO THE POINT OF BEGINNING.

THENCE, N49°32'27"E A DISTANCE OF 35.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 608.35 FEET, WITH A RADIUS OF 1586.00 FEET AND THE RADIAL BEARING OF N19°03'30"E AND A CENTRAL ANGLE OF 27°58'12";

THENCE, N49°32'27"E A DISTANCE OF 255.80 FEET TO THE EAST LINE OF SAID SECTION 4;

THENCE, ALONG SAID EAST LINE, S05°25'15"E A DISTANCE OF 1244.53 FEET;

THENCE, LEAVING SAID EAST LINE, S75°30'00"W A DISTANCE OF 2087.43 FEET;

THENCE, N14°25'27"W A DISTANCE OF 10.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 188.42 FEET, WITH A RADIUS OF 1586.00 FEET AND THE RADIAL BEARING OF N14°25'27"W AND A CENTRAL ANGLE OF 14°59'57";

THENCE, N49°32'27"E A DISTANCE OF 3.68 FEET;

THENCE, N25°25'15"E A DISTANCE OF 73.80 FEET;

THENCE, N25°25'15"E A DISTANCE OF 11.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 88.29 FEET, WITH A RADIUS OF 1586.00 FEET AND THE RADIAL BEARING OF N49°32'27"W AND A CENTRAL ANGLE OF 04°52'50";

THENCE, N49°34'45"E A DISTANCE OF 518.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

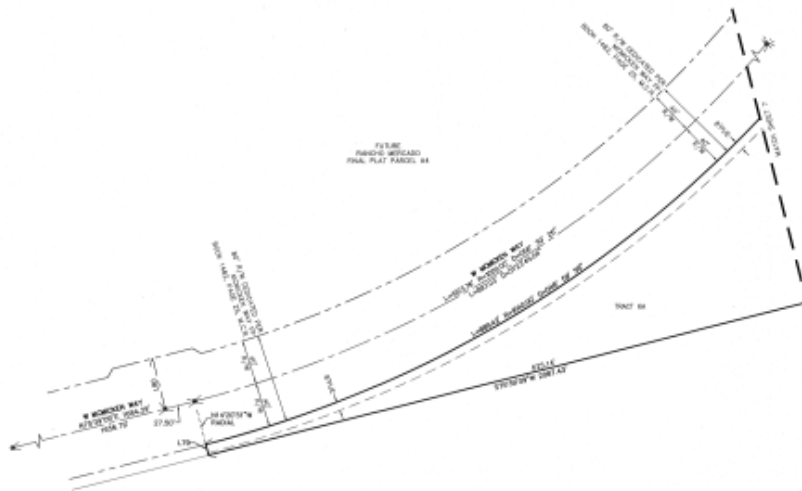
THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 65.84 FEET, WITH A RADIUS OF 1840.00 FEET AND A CENTRAL ANGLE OF 02°05'00";

THENCE, N49°32'27"E A DISTANCE OF 8.43 FEET;

THENCE, N25°25'15"E A DISTANCE OF 14.05 FEET;

THENCE, N25°24'18"W A DISTANCE OF 6.77 FEET;

THENCE, N01°17'11"E A DISTANCE OF 588.85 FEET TO THE POINT OF BEGINNING.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L79	N4°43'35"W	13.00'
L80	N44°30'35"W	46.52'



FINAL PLAT



QUESTIONS OR COMMENTS?

Thank You



COMMUNITY DEVELOPMENT
CITY OF SURPRISE

16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374

T. 623-222-3000

Date: April 19, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: FS19-275 Final Plat of Rancho Mercado Parcel A6 Right of Way Valuation

The Value of the Right of Way associated with the Rancho Mercado Parcel A6 Final Plat FS19-275 is \$1,701,540.00.

The area being dedicated as right-of-way is 340,308 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019

Contact Person: Chris Boyd, AD - BS DV & CD
ENF

Submitting Department: Community Development District: District 1

Staff Recommendations: None

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

Consideration and action pertaining to accepting three Dedications of Public Rights-of-Way from the George J & Arlene G Kamarata Trust along Happy Valley and 147th avenue.

Motion:

I move to accept three Dedications of Public Rights-of-Way from the George J & Alrene G Kamarata Trust.

Background:

The Rights-of-Way being dedicated are in association with the road improvements being done by the developer to improve Happy Valley and 147th avenue to access Rancho Mercado Development.

Objective Analysis:

The planned development needs the right of way to put in roadway to access the Rancho Mercado Development.

Policy Compliant:

Approval of this item is policy compliant with growth paying for itself .

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road and is in place and is accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. 147th San Ysidro rw
2. Happy Valley rw

3. 147th rw
 4. RW value for Kamarata trust property
-

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

DEDICATION OF PUBLIC RIGHT-OF-WAY

GRANTOR: George J. & Arlene G. Kamarata Trust

GRANTEE: City of Surprise, an Arizona municipal corporation (the "City")

Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby dedicate to the City fee title to the following described real property:

See Exhibit A attached hereto and incorporated herein by reference (the "Property")

for public right-of-way and utility use.

The Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of Grantor herein and none other.

DATED: 9/14, 20 19

"Grantor"

Arlene G. Kamarata

ACCEPTED BY:

"City"

CITY OF SURPRISE, an Arizona
municipal corporation

By: _____
Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

(ACKNOWLEDGMENTS)

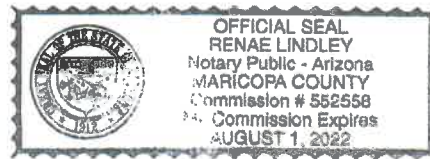
STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

This instrument was acknowledged before me on Sept. 14 2019
by ARENEL G. KAMARATH as Trustee, of GEORGE J. + ANNE E.
G. KAMARATH TRUST.

Renae Lindley
Notary Public in and for the State of Arizona

My Commission Expires:

8/1/22



STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

This instrument was acknowledged before me on _____, 20____,
by Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation.

Notary Public in and for the State of Arizona

My Commission Expires:



ONE COMPANY.
INFINITE SOLUTIONS.

EXHIBIT A

LEGAL DESCRIPTION 147TH AVENUE 40' RIGHT OF WAY APN 503-69-003B

A PORTION OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE, ALONG THE WEST LINE OF SAID SECTION 4, S00°07'05"E A DISTANCE OF 2645.63 FEET TO THE NORTHEAST CORNER OF SECTION 8, ALSO BEING THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG THE EAST LINE OF SAID SECTION 8, S00°06'42"E A DISTANCE OF 2058.69 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE MWD 139' BEARDSLEY CANAL R/W;

THENCE, ALONG THE SAID NORTHERLY R/W LINE, S73°30'56"W A DISTANCE OF 41.69 FEET;

THENCE LEAVING SAID NORTHERLY R/W LINE, N00°06'42"W A DISTANCE OF 2070.79 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 8;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 8, S89°36'55"E A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 82,590 SQUARE FEET OR 1.896 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 REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
JUNE 11TH, 2019



Page 1 of 3

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

NORTH 1/4 CORNER
SEC. 8, T.4N, R1W
FOUND 2" ALUMINUM
CAP RLS 36562

HAPPY VALLEY RD
S89°36'55"E 2626.94'
2586.94'

YEARLING ROAD
BASIS OF BEARING
S89°46'48"E 5255.54'

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

40.00'
40' R/W

NORTHEAST CORNER SECTION 8, T.4N., R.1W.,
FOUND 3 1/2 ALUMINUM CAP
STAMPED LS 33307 2011 (POB)

33' ROAD ESMT
PER DKT:1450,
PG 374

33' ROAD ESMT
PER DKT:1450, PG 374

40' R/W DEDICATED PER
SEPARATE INSTRUMENT

AREA
1.896 ACRES ±
82,590 SF ±

RM 47 LLC
APN 503-69-010H

GEORGE J. &
ARLENE G. KAMARATA TRUST
APN 503-69-003B

N00°06'42"W 2070.79'

2058.69'

S00°06'42"E 2645.56'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S73°30'56"W	41.69'

33' ROAD ESMT
PER DKT:1450,
PG 374

33' ROAD ESMT
PER DKT:1450, PG 374

40' R/W DEDICATED PER
SEPARATE INSTRUMENT

40' R/W

MATCH SHEET 3

Scale: 1"=150'



JOB #09001944 -SHEET 2 OF 3 06-11-2019
147TH AVENUE 40' R/W
APN 503-69-003B
CITY OF SURPRISE, ARIZONA

MATCH SHEET 2

40' R/W
33' ROAD ESMT
PER DKT: 1450,
PG 374

RM 47 LLC
APN 503-69-010H

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S73°30'56"W	41.69'

AREA
1.896 ACRES ±
82,590 SF ±

33' ROAD ESMT
PER DKT: 1450, PG 374

40' R/W DEDICATED PER
SEPARATE INSTRUMENT

40' R/W DEDICATED PER
SEPARATE INSTRUMENT RM 47 LLC
APN 503-69-010F

SAN YSIDRO

GEORGE J. &
ARLENE G. KAMARATA TRUST
APN 503-69-003B

40' R/W

33' ROAD ESMT
PER DKT: 1450, PG 374

40' R/W DEDICATED PER
SEPARATE INSTRUMENT

BROOKFIELD
HOLDINGS MERCADO
APN 503-69-010E



Scale: 1"=150'

33' ROAD ESMT
PER DKT: 1450,
PG 374

MWD 139' BEARDSLEY CANAL ROW
AND LIMITED FEE TITLE CONCRETE DITCH
PER FEDERAL GRANT 0865484
BK 14, PG 35 & FEDERAL GRANT 06629
BK 24, PG 3 & BK 584, PG 19

40' R/W

L1

586.86'

EAST QUARTER CORNER SECTION 8, T.4N., R.1W.,
FOUND 2" ALUMINUM CAP
STAMPED RLS 35832 2003



JOB #09001944 - SHEET 3 OF 3 06-11-2019
147TH AVENUE 40' R/W
APN 503-69-003B
CITY OF SURPRISE, ARIZONA

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

DEDICATION OF PUBLIC RIGHT-OF-WAY

GRANTOR: George J. & Arlene G. Kamarata Trust

GRANTEE: City of Surprise, an Arizona municipal corporation (the "City")

Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby dedicate to the City fee title to the following described real property:

See Exhibit A attached hereto and incorporated herein by reference (the "Property")

for public right-of-way and utility use.

The Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of Grantor herein and none other.

DATED: 9/14, 2019

"Grantor"

Arlene G. Kamarata

ACCEPTED BY:

"City"

CITY OF SURPRISE, an Arizona
municipal corporation

By: _____
Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on Sept. 19 2019
by ARLENE G. KAMARATA as TRUSTEE, of GEORGE J. & ARLENE
G. KAMARATA TRUST.

Renae Lindley
Notary Public in and for the State of Arizona

My Commission Expires:

8/1/22



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 20__,
by Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation.

Notary Public in and for the State of Arizona

My Commission Expires:



ONE COMPANY.
INFINITE SOLUTIONS.

EXHIBIT A

LEGAL DESCRIPTION HAPPY VALLEY ROAD RIGHT OF WAY APN 503-69-003B

A PORTION OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE, ALONG THE WEST LINE OF SAID SECTION 4, S00°07'05"E A DISTANCE OF 2645.63 FEET TO THE NORTHEAST CORNER OF SECTION 8;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 8, N89°36'55"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE, LEAVING THE NORTH LINE OF SAID SECTION 8, S00°06'42"E A DISTANCE OF 68.00 FEET;

THENCE, N89°36'55"W A DISTANCE OF 1273.43 FEET;

THENCE, N00°08'41"W A DISTANCE OF 68.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 8;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 8, S89°36'55"E A DISTANCE OF 1273.47 FEET TO THE POINT OF BEGINNING.

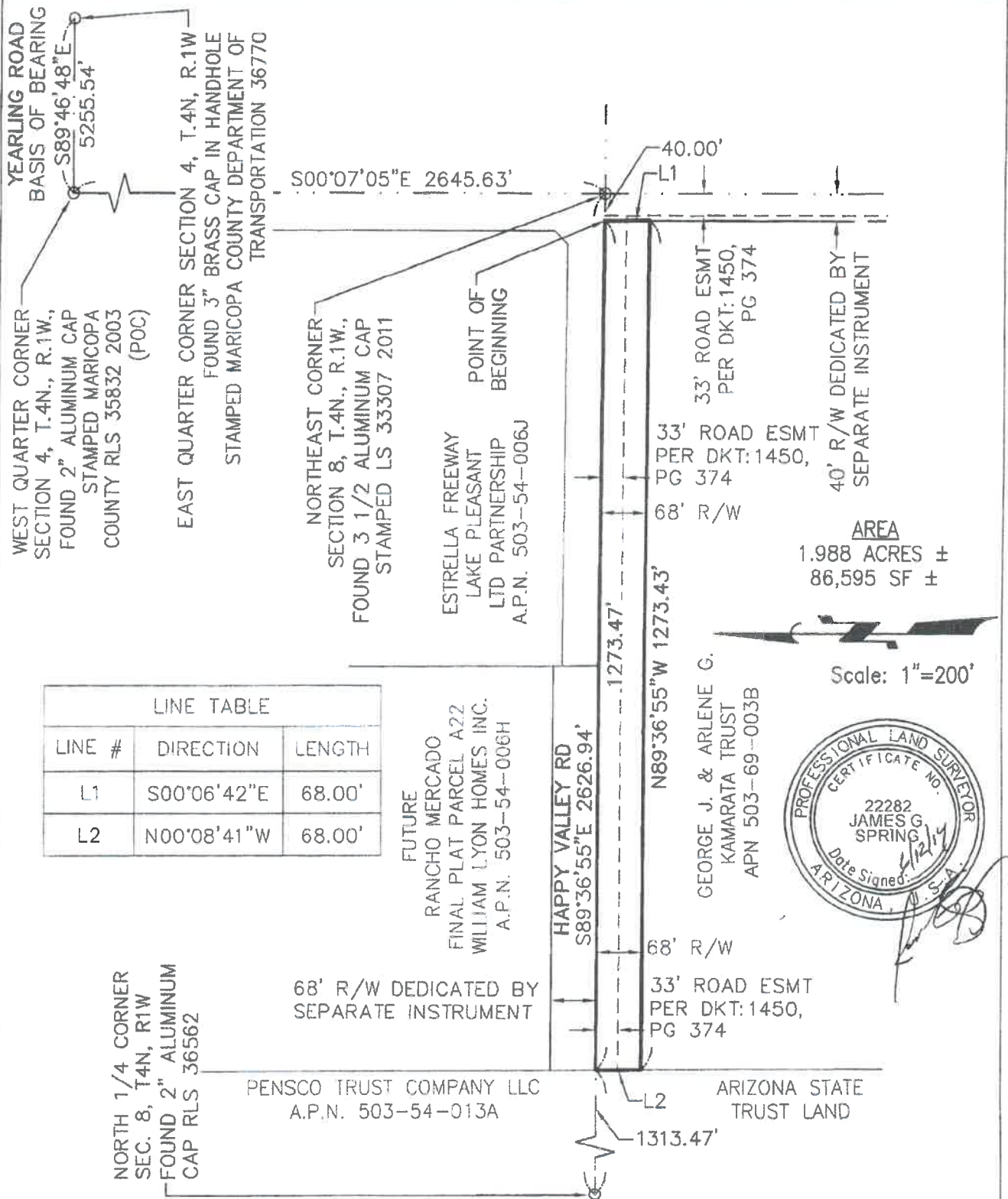
THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 86,595 SQUARE FEET OR 1.988 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

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

ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
JUNE 12TH, 2019



Page 1 of 2



ATWELL
866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480-218-8831

JOB #09001944 -SHEET 2 OF 2 6-12-2019
HAPPY VALLEY ROAD
68' RIGHT OF WAY APN 503-69-003B
CITY OF SURPRISE, ARIZONA

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

DEDICATION OF PUBLIC RIGHT-OF-WAY

GRANTOR: Arlene G. Kamarata Trust

GRANTEE: City of Surprise, an Arizona municipal corporation (the "City")

Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby dedicate to the City fee title to the following described real property:

See Exhibit A attached hereto and incorporated herein by reference (the "Property")

for public right-of-way and utility use.

The Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of Grantor herein and none other.

DATED: 9/14, 2019

"Grantor"

Arlene G. Kamarata

ACCEPTED BY:

"City"

CITY OF SURPRISE, an Arizona
municipal corporation

By: _____
Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on Sept. 14 2019.
by ARLEN G. KAMARATA as Trustee of GEORGE J. & ARLEN
G. KAMARATA TRUST.

Rena Lindley
Notary Public in and for the State of Arizona

My Commission Expires:

8/1/22



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 20____,
by Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation.

Notary Public in and for the State of Arizona

My Commission Expires:



ONE COMPANY.
INFINITE SOLUTIONS.

EXHIBIT A

LEGAL DESCRIPTION 147TH AVENUE 40' RIGHT OF WAY APN 503-69-003A

A PORTION OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

THENCE, ALONG THE WEST LINE OF SAID SECTION 4, S00°07'05"E A DISTANCE OF 2645.63 FEET TO THE NORTHEAST CORNER OF SECTION 8;

THENCE, CONTINUING ALONG THE EAST LINE OF SAID SECTION 8, S00°06'42"E A DISTANCE OF 2203.57 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF THE MWD 139' BEARDSLEY CANAL R/W ALSO BEING THE **POINT OF BEGINNING**;

THENCE, LEAVING THE SAID SOUTHERLY R/W LINE, AND CONTINUING ALONG THE EAST LINE OF SAID SECTION 8, S00°06'42"E A DISTANCE OF 441.99 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 8;

THENCE, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 8, N89°32'31"W A DISTANCE OF 40.00 FEET;

THENCE, N00°06'42"W A DISTANCE OF 429.84 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF THE MWD 139' BEARDSLEY CANAL R/W;

THENCE, ALONG THE SOUTH LINE OF SAID SOUTHERLY R/W LINE, N73°30'56"E A DISTANCE OF 41.69 FEET TO THE **POINT OF BEGINNING**.



Page 1 of 3



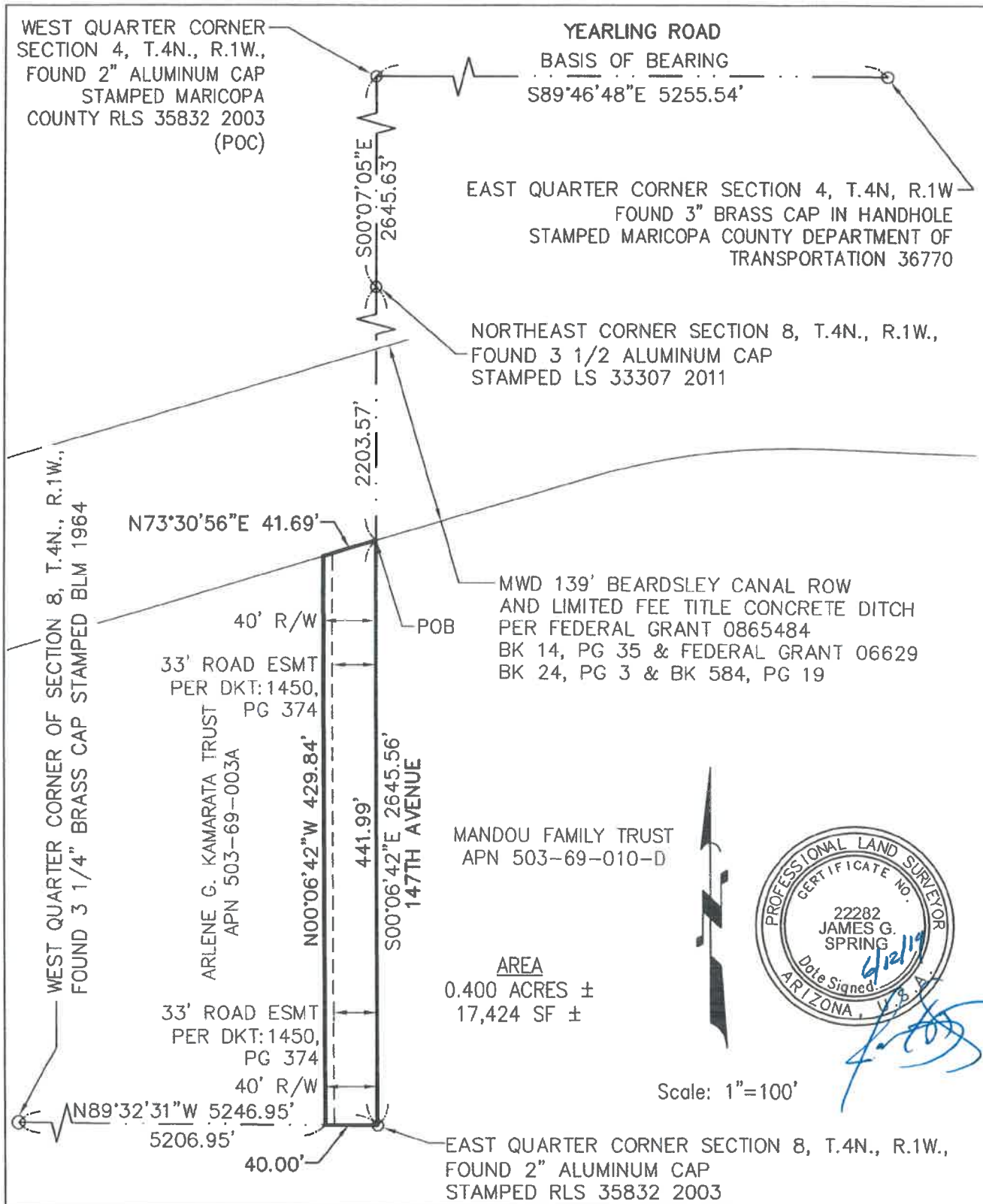
ONE COMPANY.
INFINITE SOLUTIONS.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 17,424 SQUARE FEET OR 0.400 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 REGULATION OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 09001944
JUNE 12th, 2019





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

JOB #09001944 --SHEET 3 OF 3 06-12-2019
147TH AVENUE 40' R/W
APN 503-69-003A
CITY OF SURPRISE, ARIZONA

Date: October 23, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: Kamarata Trust Property Right of Way Valuation

The Value of the Right of Way associated with the Kamarata Trust Property is broken down into 3 segments.

Happy Valley Road area dedication is 86,595 square feet. The right of way value is \$432,975.00.

147th Avenue intersecting San Ysidro dedication is 82,590. The right of way value is \$412,950.

147th Avenue south of Beardsley canal dedication is 17,424 square feet. The right of way value is \$87,120.

The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019

Contact Person: Chris Boyd, AD - BS DV & CD
ENF

Submitting Department: Community Development District: District 1

Staff Recommendations: None

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

Consideration and action pertaining to acceptance of a Quit Claim Deed from Ashor Shlimon for rights-of-way along Dale Lane near 175th avenue.

Motion:

I move to accept a Quit Claim Deed from Ashor Shlimon.

Background:

The property being dedicated is along Dale Lane. The City has been seeking right of way in this area in order to obtain contiguous right of way along Dale Lane for roadway maintenance.

Objective Analysis:

The City will continue to pursue and obtain right of way along Dale lane between 163rd avenue and 171st avenue.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road has contiguous right of way and the City can legally maintain it.

FTE Impact:

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

ATTACHMENTS:

1. QCD and legal
 2. RW value for Shlimon property
-

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

Exempt from filing an
Affidavit of legal value
A.R.S. §11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

^{A-S}
~~SHLIMON~~/ASHOR ("Grantor") ASHOR SHLIMON

Does hereby quitclaim to the City of Surprise, an Arizona municipal corporation, all of Grantor's right, title, and interest in the real property as legally described in Exhibit A and depicted in Exhibit B.

Dated this ^{10th} day of September, 2019.

GRANTOR

By: Ashor Shlimon

STATE OF AZ)
)ss.
County of MARICOPA)

This instrument was acknowledged and executed before me this ^{10th} day of September 2019, by Ashor Shlimon.

My Commission Expires:
5/12/20

Veronica J. Sunseri
NOTARY PUBLIC



EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION

The north 30.00 feet of the west half of the northeast quarter of the southeast quarter of the southwest quarter of Section 26, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

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

End of description



EXHIBIT "B"

30' PUBLIC ROADWAY & UTILITIES
EASEMENT DOCKET 12806 PAGE 805 M.C.R.

30'

CTR 1/4 COR
SEC 26
T5N, R2W

DALE LANE

ASHOR SHLIMON
2018-0675446 M.C.R.
APN 503-51-007X

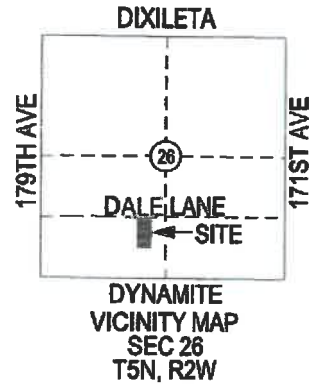
W 1/2, NE 1/4, SE 1/4, SW 1/4

LEGEND

M.C.R. MARICOPA COUNTY RECORDER

APN ASSESSORS PARCEL NUMBER

 ROW DEDICATION AREA



SCALE: 1"=200'

0 50 100 150 200



DYNAMITE ROAD (ALIGNMENT)

S1/4 COR
SEC 26
T5N, R2W

ROAD RIGHT OF WAY DEDICATION
APN 503-51-007X



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 17012

DRAWN BY RCD

DATE 08-12-19

SHEET 1 OF 1



COMMUNITY DEVELOPMENT
CITY OF SURPRISE

16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374

T. 623-222-3000

Date: October 23, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: Shlimon Property Right of Way Valuation

The Value of the Right of Way associated with the Shlimon Property is \$49,500.00.

The area being dedicated as right-of-way is 9,900 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019

Contact Person: Chris Boyd, AD - BS DV & CD
ENF

Submitting Department: Community Development District: District 1

Staff Recommendations: None

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

Consideration and action pertaining to acceptance of a Dedication of Public Rights-of-Way from James D Smith and Susan E Smith, Trustees of the Smith Family Trust, for rights-of-way along Dale Lane near 159th avenue.

Motion:

I move to accept a Dedication of Public Rights-of-way from The Smith Family Trust.

Background:

The property being dedicated is along Dale Lane. The City has been working with the Saguaro View Community to obtain contiguous right of way in this area for roadway maintenance.

Objective Analysis:

The City will continue to accept right of way in the Saguaro View Community.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road has contiguous right of way and the City can legally maintain it.

FTE Impact:

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

ATTACHMENTS:

1. Smith dedication of public right of way
 2. RW value for Smith property
-

When Recorded Mail To:

City Clerk
City of Surprise
16000 N Civic Center Plaza
Surprise, AZ 85374

DEDICATION OF PUBLIC RIGHT-OF-WAY

GRANTOR: James D Smith and Susan E Smith, Trustees of the Smith Family Trust

GRANTEE: City of Surprise, an Arizona municipal corporation (the "City")

Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby dedicate to the City fee title to the following described real property:

See Exhibit A attached hereto and incorporated herein by reference (the "Property")

for public right-of-way and utility use.

The Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of Grantor herein and none other.

DATED: October 11, 2019

"Grantor"

James D. Smith TTEE
Susan E. Smith TTEE

ACCEPTED BY:

"City"

CITY OF SURPRISE, an Arizona
municipal corporation

By: _____
Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on October 11 2019,
by ~~Renee Fugiel~~, as Property owners, of City of Surprise
James & Susan Smith, Trustees

Renee Fugiel
Notary Public in and for the State of Arizona

My Commission Expires:

5/26/2023



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____ 20__,
by _____, as _____, of _____

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 20__,
by Skip Hall, the Mayor of the City of Surprise, an Arizona municipal corporation.

Notary Public in and for the State of Arizona

My Commission Expires:

EXHIBIT "A"

DESCRIPTION

ROAD RIGHT-OF-WAY DEDICATION

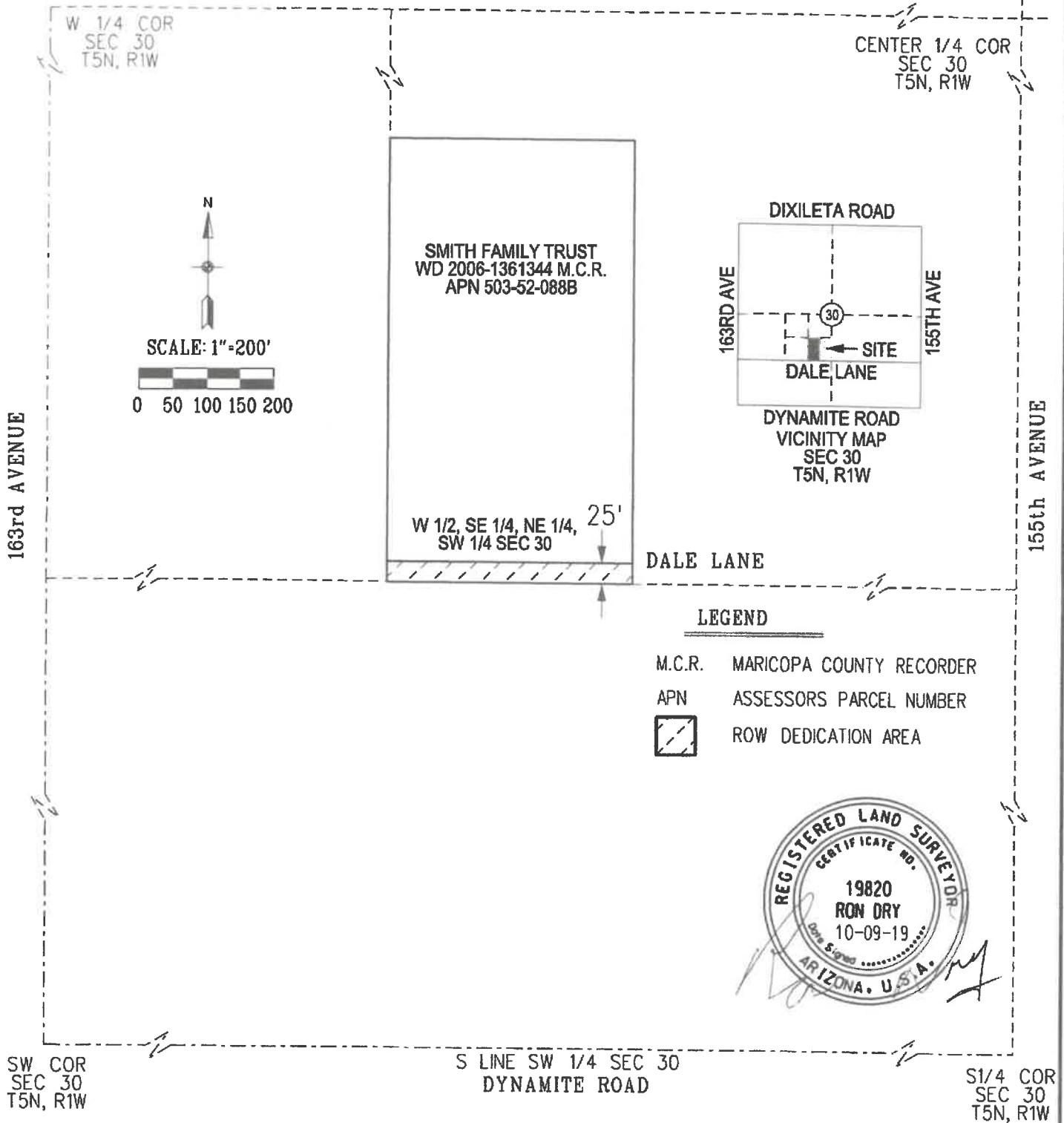
The south 25.00 feet of the west half of the southeast quarter of the northeast quarter of the southwest quarter of Section 30, Township 5 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

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

End of description



EXHIBIT "B"



ROAD RIGHT OF WAY
DEDICATION
APN 503-51-088B



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 19046

DRAWN BY RCD

DATE 10-09-19

SHEET 1 OF 1

Date: October 23, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

Re: Smith Property Right of Way Valuation

The Value of the Right of Way associated with the Smith Property is \$49,500.00.

The area being dedicated as right-of-way is 9,900 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019

Contact Person: Chris Boyd, AD - BS DV & CD
ENF

Submitting Department: Community Development District: District 4

Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to a Grant of an Utility Easement to APS at Gaines Park for ongoing activity associated with Heritage at Surprise.

Motion:

I move to grant the attached Utility Easement to APS.

Background:

The City of Surprise needs to grant the easement to APS to run additional lines at Gaines Park to allow for continued development at Heritage at Surprise.

Objective Analysis:

To allow the Heritage at Surprise project to continue to proceed, the easement is needed to run additional utility lines. Approval of this item will allow the City to assist with the Heritage at Surprise development.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

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

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. Easement and Legal
-

SE 2 3N 1W
33.628486, -112.332296
APN 501-79-039A
CCW-19-84
WA465867
SER RLM

UTILITY EASEMENT

CITY OF SURPRISE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, **CITY OF SURPRISE**, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 201__.

CITY OF SURPRISE,
a municipal corporation of the State of Arizona

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
 } ss.
County of _____ }

This instrument was acknowledged before me this ____ day of _____, 201__
by _____ of CITY OF SURPRISE.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public Signature

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY (A PORTION OF DOCKET 7600, PAGE 198 M.C.R.)

A portion of the Southeast quarter of Section 2, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows;

Commencing at the Center quarter corner of Section 2, Township 3 North, Range 1 East marked by a 3 inch brass cap flush, from which the South quarter corner of said Section 2 being marked by a 2 inch brass cap flush, bears South 00 degrees 00 minutes 50 seconds East 2659.98 feet;

THENCE South 00 degrees 00 minutes 50 seconds East 695 feet along the West line of the Southeast quarter of said Section 2;

THENCE South 89 degrees 31 minutes 53 seconds East 30 feet to a point on the East right of way line of Nash Street, being marked by a one-half inch capped rebar stamped 42137 and the POINT OF BEGINNING;

THENCE continuing South 89 degrees 31 minutes 53 seconds East 474.23 feet along the South right of way line of Rimrock Street;

THENCE South 00 degrees 05 minutes 53 seconds East 276.42 feet;

THENCE North 89 degrees 32 minutes 23 seconds West 474.63 feet to the East right of way line of said Nash Street

THENCE North 00 degrees 00 minutes 50 seconds West 276.49 feet along said East right of way line to the POINT OF BEGINNING.

September 20, 2019

LEGAL DESCRIPTION FOR
ARIZONA PUBLIC SERVICE
UTILITY EASEMENT

That part of the Southeast Quarter of Section 2, Township 3 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Parcel No. 1

Commencing at the Maricopa County Aluminum Cap marking the South Quarter corner of said Section 2, from which the City of El Mirage Brass Cap marking the Southeast Corner of said Section 2 bears South 89°34'53" East, a distance of 2631.02 feet;

Thence North 00°00'50" West, along the West line of the Southeast Quarter of said Section 2, a distance of 1702.28 feet;

Thence North 89°59'10" East, departing said West line, a distance of 30.00 feet to a point on the Easterly Right of Way line of Nash Street which is parallel with and 30.00 feet Easterly, as measured at right angles, from the West line of the Southeast Quarter of said Section 2 and the True Point of Beginning;

Thence North 00°00'50" West, along said parallel line, a distance of 11.96 feet, to a point hereafter being referred to as Point "A";

Thence North 89°59'10" East, departing said parallel line, a distance of 1.77 feet;

Thence South 00°00'50" East, a distance of 3.97 feet;
Thence South 89°41'53" East, a distance of 344.73 feet;
Thence North 00°05'53" West, a distance of 117.04 feet;
Thence North 45°05'53" West, a distance of 22.18 feet;
Thence North 00°06'55" West, a distance of 13.00 feet;
Thence North 89°53'05" East, a distance of 15.50 feet;
Thence South 00°06'55" East, a distance of 17.19 feet;
Thence South 45°05'53" East, a distance of 11.57 feet;
Thence South 00°05'53" East, a distance of 116.24 feet;
Thence North 89°54'07" East, a distance of 8.00 feet;
Thence South 00°05'53" East, a distance of 13.00 feet;

Thence South 89°54'07" West, a distance of 4.00 feet;
Thence South 00°05'53" East, a distance of 4.00 feet;
Thence South 89°54'07" West, a distance of 6.00 feet;
Thence North 00°05'53" West, a distance of 4.84 feet;

Thence North 89°41'53" West, a distance of 352.52 feet to the True Point of Beginning.

Containing 4,292 Square Feet or 0.099 Acres, more or less.

Parcel No. 2

Commencing at the aforesaid Point "A";

Thence North 00°00'50" West, along the Easterly Right of Way line of Nash Street which is parallel with and 30.00 feet Easterly, as measured at right angles, from the West line of the Southeast Quarter of said Section 2, a distance of 144.13 feet to the True Point of Beginning;

Thence North 00°00'50" West, along said parallel line, a distance of 22.00 feet to a point hereafter being referred to as Point "B";

Thence North 89°53'05" East, departing said parallel line, a distance of 7.49 feet;

Thence South 00°06'55" East, a distance of 22.00 feet;

Thence South 89°53'05" West, a distance of 7.53 feet to the True Point of Beginning.

Containing 165 Square Feet or 0.004 Acres, more or less.

Parcel No. 3

Commencing at the aforesaid Point "B";

Thence North 00°00'50" West, along the Easterly Right of Way line of Nash Street which is parallel with and 30.00 feet Easterly, as measured at right angles, from the West line of the Southeast Quarter of said Section 2, a distance of 64.97 feet to the True Point of Beginning;

Thence North 00°00'50" West, along said parallel line, a distance of 8.00 feet;

Thence South 89°32'13" East, departing said parallel line, a distance of 163.90 feet;

Thence North 00°27'33" East, a distance of 7.50 feet;
Thence South 89°33'12" East, a distance of 18.00 feet;
Thence South 00°27'33" West, a distance of 4.00 feet;
Thence South 89°32'27" East, a distance of 4.00 feet;
Thence South 00°27'33" West, a distance of 6.00 feet;
Thence North 89°32'27" West, a distance of 4.00 feet;
Thence South 00°27'33" West, a distance of 5.51 feet;

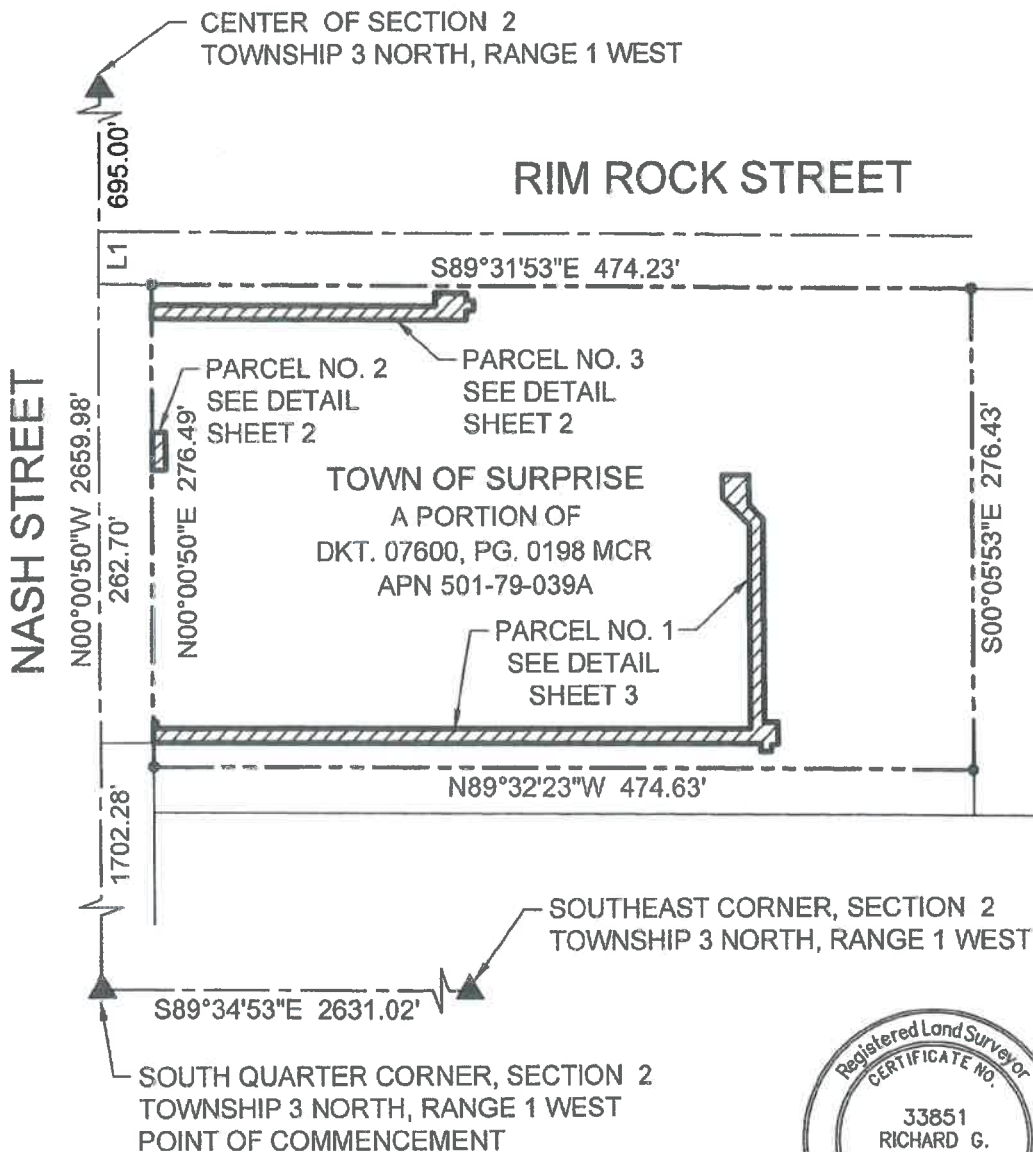
Thence North 89°32'13" West, a distance of 181.83 feet to the True Point of Beginning.

Containing 1,614 Square Feet or 0.037 Acres, more or less.

Total combined area = 6,071 Square Feet or 0.140 Acres, more or less



EXHIBIT "B"



LEGEND

-  SECTION CORNER
-  EASEMENT AREA
-  PROPERTY LINE
-  PROPERTY CORNER
- DKT. DOCKET
- MCR MARICOPA COUNTY RECORDER
- PG. PAGE



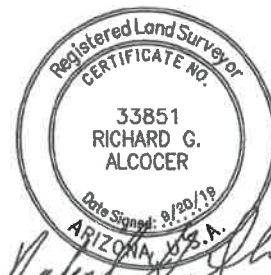
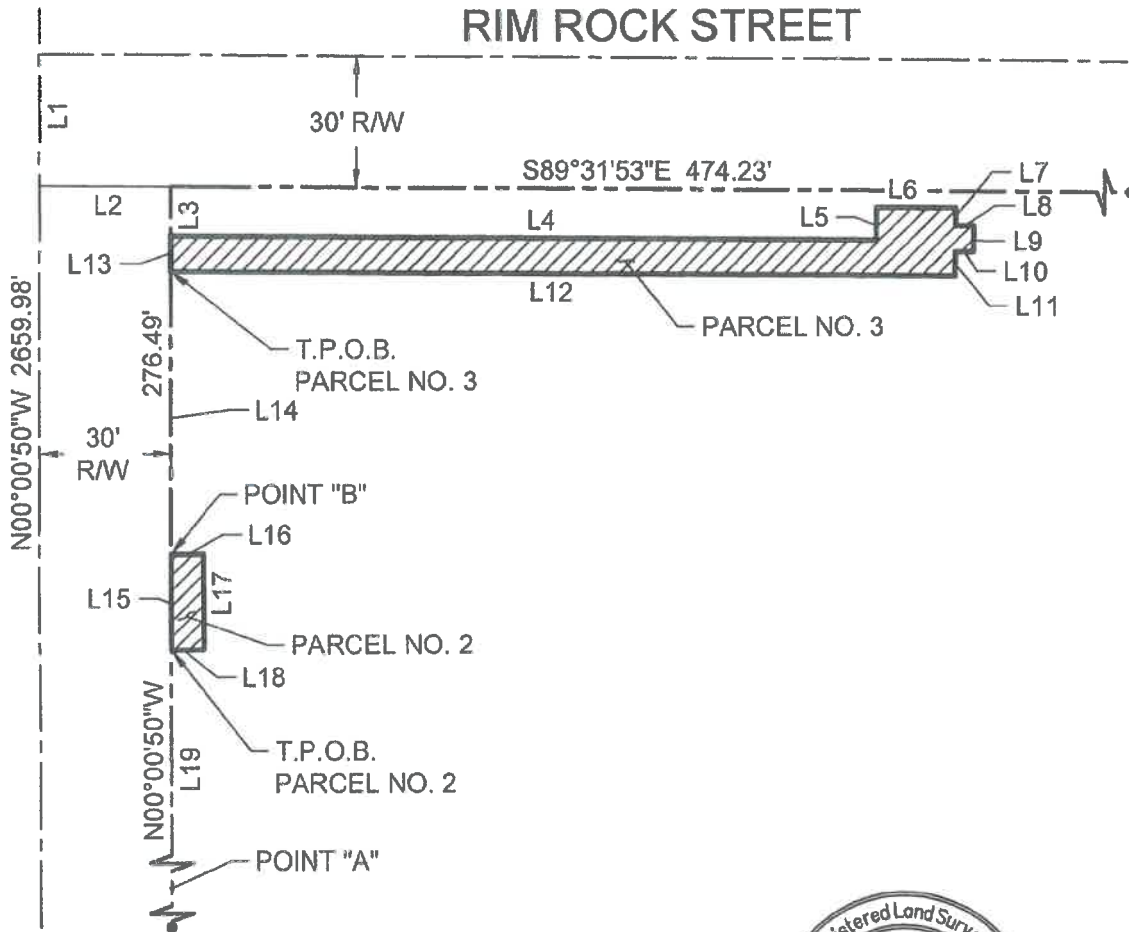
JOB #	WA465867	DATE	9/20/19
T.3N., R.1W., SEC. 2, SE.1/4			
SCALE	1" = 100'	SHEET	1 OF 4
UTILITY EASEMENT			
SURVEY:	J. OBRIEN		
DRAWN BY:	J. SCOTT		

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EXHIBIT "B"

RIM ROCK STREET

NASH STREET



LEGEND

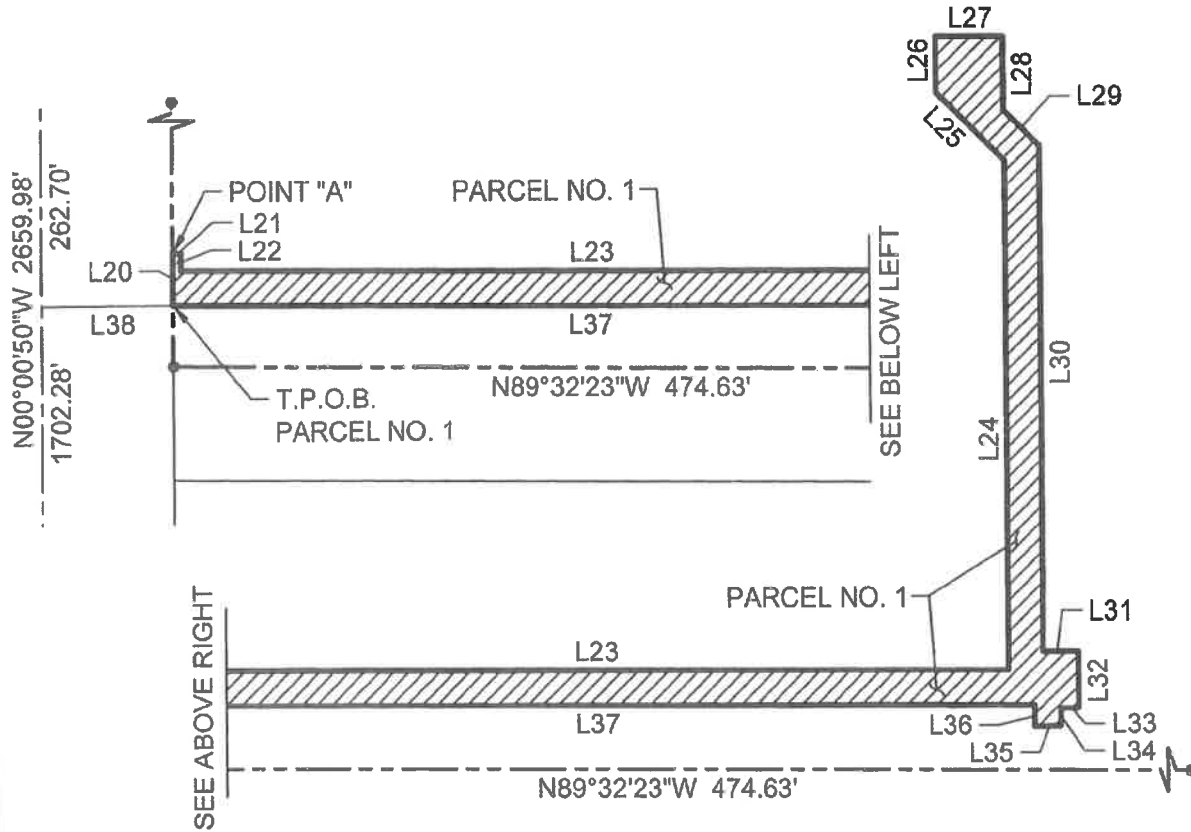
- ▲ SECTION CORNER
-  EASEMENT AREA
- PROPERTY LINE
- PROPERTY CORNER
- MCR MARICOPA COUNTY RECORDER
- T.P.O.B. TRUE POINT OF BEGINNING



JOB #	WA465867	DATE	9/20/19
T.3N., R.1W., SEC. 2, SE.1/4			
SCALE	1" = 40'	SHEET	2 OF 4
UTILITY EASEMENT			
SURVEY:	J. OBRIEN		
DRAWN BY:	J. SCOTT		

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EXHIBIT "B"



LEGEND

-  SECTION CORNER
-  EASEMENT AREA
-  PROPERTY LINE
-  PROPERTY CORNER
- MCR MARICOPA COUNTY RECORDER
- T.P.O.B. TRUE POINT OF BEGINNING

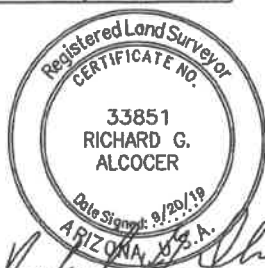


JOB #	WA465867	DATE	9/20/19
T.3N., R.1W., SEC. 2, SE.1/4			
SCALE	1" = 40'	SHEET	3 OF 4
UTILITY EASEMENT			
SURVEY:		J. OBRIEN	
DRAWN BY:		J. SCOTT	

EXHIBIT "B"

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°00'50"W	30.00'
L2	S89°31'53"E	30.00'
L3	S00°00'50"E	11.39'
L4	S89°32'13"E	163.90'
L5	N00°27'33"E	7.50'
L6	S89°33'12"E	18.00'
L7	S00°27'33"W	4.00'
L8	S89°32'27"E	4.00'
L9	S00°27'33"W	6.00'
L10	N89°32'27"W	4.00'
L11	S00°27'33"W	5.51'
L12	S89°32'13"E	181.83'
L13	N00°00'50"W	8.00'
L14	N00°00'50"W	64.97'
L15	N00°00'50"W	22.00'
L16	N89°53'05"E	7.49'
L17	S00°06'55"E	22.00'
L18	S89°53'05"W	7.53'
L19	N00°00'50"W	144.13'
L20	N00°00'50"W	11.96'

LINE TABLE		
NO.	BEARING	LENGTH
L21	N89°59'10"E	1.77'
L22	S00°00'50"E	3.97'
L23	S89°41'53"E	344.73'
L24	N00°05'53"W	117.04'
L25	N45°05'53"W	22.18'
L26	N00°06'55"W	13.00'
L27	N89°53'05"E	15.50'
L28	S00°06'55"E	17.19'
L29	S45°05'53"E	11.57'
L30	S00°05'53"E	116.24'
L31	N89°54'07"E	8.00'
L32	S00°05'53"E	13.00'
L33	S89°54'07"W	4.00'
L34	S00°05'53"E	4.00'
L35	S89°54'07"W	6.00'
L36	N00°05'53"W	4.84'
L37	N89°41'53"W	352.52'
L38	N89°59'10"E	30.00'
L39	S89°41'53"E	344.73'
L40	S89°41'53"E	352.52'
L41	N00°00'50"W	30.00'



JOB #	WA465867	DATE	9/20/19
T.3N., R.1W., SEC. 2, SE.1/4			
SCALE		NA	SHEET 4 OF 4
UTILITY EASEMENT			
SURVEY: J. OBRIEN			
DRAWN BY: J. SCOTT			

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CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Mike Gent, DIRECTOR - PW
District: District 6

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

Consideration and action pertaining to conditional acceptance of certain streets and public utility improvements at Homestead at Marley Park Phase 4 & 5 Parcel 3, generally located at W. Waddell Road and N. 142nd Lane; Resolution # 2019-133.

Motion:

I move to approve Resolution # 2019-133.

Background:

The Public Works Department conducted the final inspection of the public improvements for Homestead at Marley Park Phase 4 & 5 Parcel 3 on or about October 1st, 2019, totaling 7,939 SY (approximately 1.5 total lane miles) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drain, water and wastewater lines.

Objective Analysis:

The improvements for this property provide access and conveyance to the property, storm drains to convey wastewater to retention basins, sewer lines to convey wastewater from the property to the City's public system and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of streets, sewer, water, and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$766,122

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the City's

HURF, Water Operations, Wastewater Operations, and Stormwater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated in future year budgets.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_RES 2019-133 Conditional Acceptance Marley Park Ph 4-5, P3 final
 2. 02_Notice of Completion Letter
 3. 03_Inspector Sign-off Form
-

RESOLUTION # 2019-133

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE STREET AND PUBLIC UTILITY IMPROVEMENTS AND COMMENCE MAINTENANCE AFTER ONE YEAR WARRANTY AT HOMESTEAD AT MARLEY PARK PHASE 4 & 5 PARCEL 3, GENERALLY LOCATED AT W. WADDELL ROAD AND N. 142ND LANE.

WHEREAS, the Mayor and City Council of the City of Surprise approved a final plat entitled "Homestead at Marley Park Phase 4 & 5 Parcel 3" on, September 4th, 2018;

WHEREAS, Beazer Homes Holdings, LLC a Delaware Limited Liability Company, the developer of Homestead at Marley Park Phase 4 & 5 Parcel 3, dedicated to the City the street and public utility improvements, generally located at W. Waddell Road and N. 142nd Lane;

WHEREAS, on or about October 1st, 2019, the City of Surprise Public Works Department Engineering Division completed an inspection of the public improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise notes that the one-year warranty period will commence upon conditional acceptance by the City; and

WHEREAS, after the conclusion of the one-year warranty period, the City of Surprise will release the warranty and begin maintenance of the street and public utility improvements.

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

Section 1. The City of Surprise conditionally accepts the street and public utility improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon final acceptance by the City Engineer, the City Council hereby directs the City to release warranty and begin maintenance of the street and public utility improvements.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this _____ day of _____, 2019.

Skip Hall, Mayor

Attest:

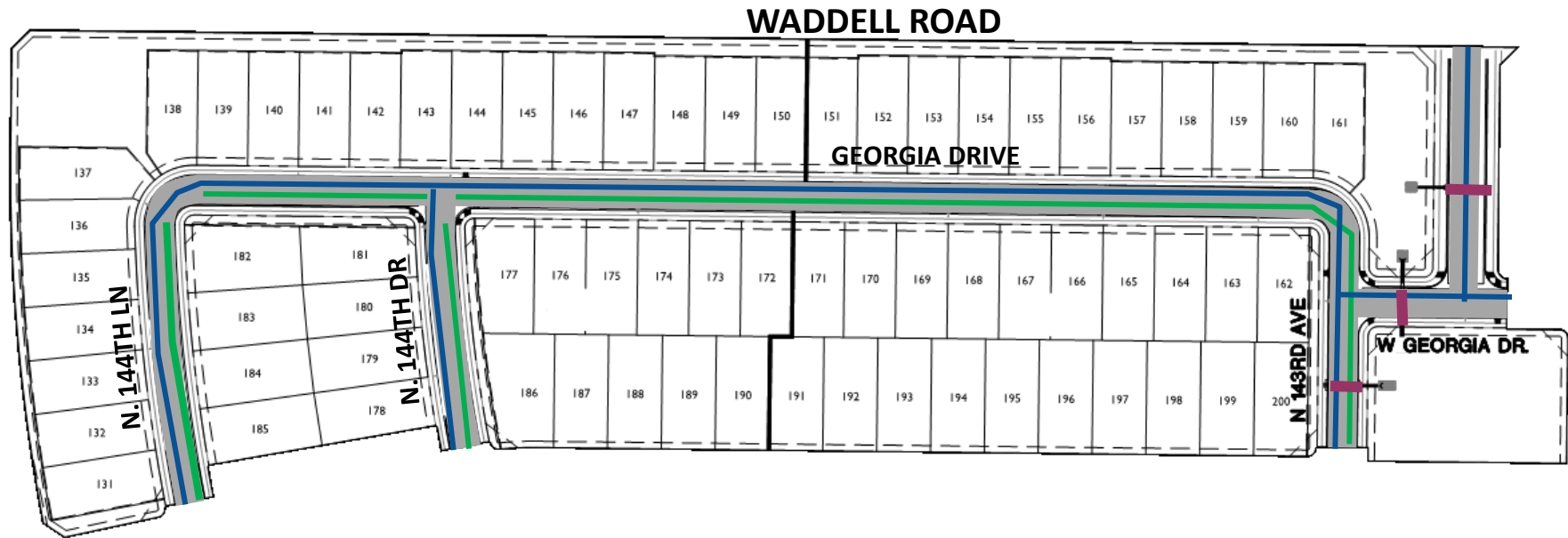
Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

Homestead at Marley Park Phase 4 & 5 - Parcel 3



INFRASTRUCTURE TO

BE ACCEPTED:

- SEWER
- WATER
- STORM DRAIN
- ROADWAY

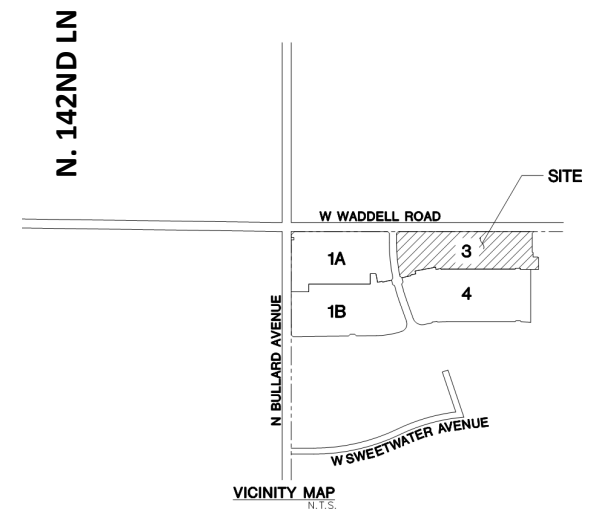


EXHIBIT B

List and Cost of Improvements



ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 10/02/2019
Re: Homestead at Marley Park Phases 4 & 5 – Parcel 3

The public improvements for the above project have been completed and are tentatively scheduled for the November 5, 2019 council agenda for acceptance. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

- City Paving - \$194,657.65
- City Concrete - \$238,479.62
- City Storm Drain - \$20,173.61
- City Sewer - \$136,895.33
- City Water - \$175,915.35

Total - \$766,121.56

October 02, 2019

Silverfern Companies
1048 n 44th St. Suite 207
Phoenix, AZ 85008

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR MARLEY PARK PH
4 & 5 PARCEL 3 – FS18-178**

The City of Surprise Public Works Department has completed the inspection of the public utility improvements for the above referenced project. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

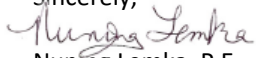
- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City

A notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant. The warranty period starts upon council acceptance for a period of one (1) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6148 or at nuning.lemka@surpriseaz.gov.

Sincerely,



Nuning Lemka, P.E.
Engineering Manager

cc: Kristin Tytler, Assistant PW Director/City Engineer
David Mobley, Field Engineering Supervisor
David Kohlbeck, Public Works Business Manager
Lee Lambert, Water Services
Warren Bert, GIS

Mike Gent, Public Works Director
John McFarland, Public Works Streets Manager
Nick Sarpy, Finance
Michael Boule, Assistant PW Director - Operations
File



PROJECT SIGN OFF FORM

PUBLIC WORKS - ENGINEERING SERVICES, INSPECTIONS

Date Submitted: 09/30/19 _____ Commercial _____ Commercial w/Offsite ☒ Residential

_____ COMPLETION ACCEPTANCE (End of Construction) _____ FINAL ACCEPTANCE (End of Warranty)

07/18/2019 Date of Punch-List Walk 07/30/2019 Date Punch-List Completed

FS Number: FS18-178 Permit Number(s): E18P-0433,0434,0435,0436,0437,0438

Project Name: Marley Park Phase 4&5 Parcel 3

Project Developer/Builder: (Name/Email, Address)

Beazer Homes

1621 W Rio Salado Pkwy, Tempe, AZ 85281

MAG TIP Reporting:

Street Name	Classification	Begin Limits	End Limits	# Lanes	Length to nearest 1/4 mi.	Features
144th Ln	Local	Georgia Dr	Future Tie in	2	1/4	
144th Dr	Local	Georgia Dr	Future Tie in	2	1/4	
143rd Ave	Local	Georgia Dr	Future Tie in	2	1/4	
142nd Ave	Local	Georgia Dr	Future Tie in	2	1/4	
Georgia Dr	Local	144th Ln	143rd Ave	2	1/2	

MATERIALS:

Asphalt: Southwest Asphalt Supplier 1.5 Total Lane Miles 7,939 Total Square Yards _____

Water: 8" Size/Type 2073 Total LF 8" Dip Size/Type 405 Total LF _____

Sewer: 8" main sdr 35 Size/Type 1739 Total LF 6" PVC Size/Type 200 Total LF _____

Storm: 18" RGRCP Class Size/Type 107 Total LF 36" RGRCP CLA Size/Type 87 Total LF _____

24" RGRCP CLASS Size/Type 33 Total LF _____ Size/Type _____ Total LF _____

Fire Ln: _____ Size/Type _____ Total LF _____ Size/Type _____ Total LF _____

Additional Comments:

SUPPORTING DOCUMENTATION REQUIRED:

☒ Copy of Punch List

N/A Final Certification Letter from Engineer of Record ☒ AOC

☒ Complete Geotechnical Testing Packet ☒ Asphalt Concrete Ticket w/ Name of Contractor

☒ Sewer Pressure Testing Results ☒ Streetlight Energize Letter

☒ Sewer Manhole Vacuum Testing Certification ☒ As built Documents (PDF copy on CD)

☒ Sewer Manhole Insecticide Certification ☒ Updated asbuilt CAD base files (copy on CD)

☒ Sewer Videos with Operators Notes (inc. re-videos)

_____ Other _____ (Specify)

APPROVAL:

Civil Inspector: [Signature]

Date: 9/30/19

Civil Engineering Supervisor: [Signature]

Date: 10/01/2019



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: Fire - Medical
Staff Recommendations: None

Contact Person: Tom Abbott, FIRE CHIEF
District: Citywide

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

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations in the amount of \$15,000 within the Grants Fund for the acceptance of three awards from the Arizona Department of Homeland Security (AZ DOHS) to support the Surprise Fire-Medical Department CERT program, CBRNE program and conduct a Central Region deployment exercise; Resolution #2019-135.

Motion:

I move to approve Resolution # 2019-135.

Background:

For several years, the Surprise Fire-Medical Department (SFMD) has been successful in obtaining Urban Area Security Initiative (UASI) grant funding from the Arizona Department of Homeland Security (AZDOHS) to sustain the Department's CBRNE (Chemical, Biological, Radiological, Nuclear and Explosives) program. The CBRNE program supports the City's hazardous materials apparatus and personnel. The grant typically funds the cost of certifying new hazardous materials technicians and the associated backfill costs, along with expenses related to gas and thermal meter maintenance, PPE, and miscellaneous equipment. For FY20, the SFMD has been awarded \$40,000 from the UASI program to sustain the SFMD's CBRNE program.

In FFY18, the SFMD applied for and received additional grant funding from the UASI program to facilitate a Central Region (Phoenix and surrounding agencies) deployment exercise that tested the region's ability to rally equipment and staff, and then deploy to a predetermined location for a potential assignment. This exercised measured gaps that existed in the command function, statewide communication and equipment needs. For FY20, the SFMD has been awarded \$16,540 from the UASI program to facilitate another Central Region Deployment Exercise.

In FFYs 17 & 18, the SFMD was successful in obtaining State Homeland Security Grant Program (SHSGP) funding from the AZDOHS to support the SFMD's CERT (Community Emergency Response Team) program. Both grants were used to offer training to the public for emergency preparedness in the event of a disaster. For FY20, the SFMD has been awarded \$27,700 from SHSGP to sustain the Department's growing CERT program.

Objective Analysis:

Accepting the grant funding from the UASI and SHSGP programs will allow SFMD to sustain two vital programs (CBRNE & CERT) and be instrumental in analyzing the Central Region's deployment model.

Policy Compliant:

The grant terms are compliant with the Grants Policies and Procedures and the budget amendment is in compliance with the Comprehensive Financial Management Policy.

Financial Impact:

These one-time grant awards totaling \$84,240 will cover expenses related to the CBRNE & CERT programs along with expenses related to facilitating a deployment exercise for the Central Region. While there is no required match from any of the grants and the SFMD anticipates no financial impact, if additional expenses are incurred, they will be absorbed by the current FY20 Fire-Medical budget.

Budget Impact:

The FY20 budget included appropriations in each grant program, however, a reallocation of those appropriations is necessary based on the actual awarded amounts. Acceptance of the grants will reallocate \$2,700 from G34192 to G34182, \$600 from G34192 to G34241, and return \$11,700 from G34192 to Grants Contingency. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

There is no FTE impact.

ATTACHMENTS:

1. CERT Sustainment Award Letter
 2. CBRNE Sustainment Award Letter
 3. Exercise Award Letter
 4. Res 2019-135 FFY19 DOHS Grants
-



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 20, 2019

Fire Chief Tom Abbott
Surprise Fire-Medical Department
14250 W Statler Plaza
Surprise, AZ 85374-7473

Subject: FFY 2019 Homeland Security Grant Program Award
Subrecipient Agreement Number: **190213-01**
Project Title: **Surprise Fire-Medical Department CERT Sustainment**

Dear Fire Chief Tom Abbott,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Surprise Fire-Medical Department CERT Sustainment**" has been **partially funded** under the 2019 State Homeland Security Grant Program for **\$27,700**. The grant performance period is **October 1, 2019 to September 30, 2020**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2019 federal award date as indicated in the U.S. DHS award package is 9/01/2019 with a total amount of funding of \$23,862,500. The Federal Award Identification Number is EMW-2019-SS-00002-S01.

To access your award documentation:

Log-in to <https://azdohs.gov/user>. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2020, this award is rescinded and the funds will be reallocated.**



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2019. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink, reading "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 20, 2019

Fire Chief Tom Abbott
Surprise Fire-Medical Department
14250 W. Statler Plaza Suite 101
Surprise, AZ 85374-7473

Subject: FFY 2019 Homeland Security Grant Program Award
Subrecipient Agreement Number: **190821-01**
Project Title: **City of Surprise Fire Medical CBRNE Sustainment**

Dear Fire Chief Tom Abbott,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**City of Surprise Fire Medical CBRNE Sustainment**" has been **partially funded** under the 2019 Urban Area Security Initiative Grant Program for **\$40,000**. The grant performance period is **October 1, 2019 to September 30, 2020**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2019 federal award date as indicated in the U.S. DHS award package is 9/01/2019 with a total amount of funding of \$23,862,500. The Federal Award Identification Number is EMW-2019-SS-00002-S01.

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State of Arizona Department of Homeland Security



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Gilbert M. Orrantia
Director



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 20, 2019

Fire Chief Tom Abbott
Surprise Fire-Medical Department
14250 W. Statler Plaza
Surprise, AZ 85374-7473

Subject: FFY 2019 Homeland Security Grant Program Award
Subrecipient Agreement Number: **190821-02**
Project Title: **Central Region Deployment Exercise**

Dear Fire Chief Tom Abbott,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Central Region Deployment Exercise**" has been **partially funded** under the 2019 Urban Area Security Initiative Grant Program for **\$16,540**. The grant performance period is **October 1, 2019 to September 30, 2020**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2019 federal award date as indicated in the U.S. DHS award package is 9/01/2019 with a total amount of funding of \$23,862,500. The Federal Award Identification Number is EMW-2019-SS-00002-S01.

To access your award documentation:

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Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

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Sincerely,

A handwritten signature in black ink, reading "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director

RESOLUTION # 2019-135

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF \$15,000 WITHIN THE GRANTS FUND FOR THE PURPOSE OF ADJUSTING BUDGET AUTHORITY RELATED TO THE ACCEPTANCE OF THREE GRANTS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY.

WHEREAS, the Arizona Department of Homeland Security has awarded the City of Surprise Fire-Medical Department (SFMD) a FFY19 CBRNE (Chemical, Biological, Radiological, Nuclear and Explosives) Sustainment grant from the Urban Area Security Initiatives (UASI) grant program in the amount of \$40,000 to maintain the SFMD's hazardous materials apparatus;

WHEREAS, the Arizona Department of Homeland Security has awarded the SFMD a FFY19 Community Emergency Response Team (CERT) Sustainment grant from the State Homeland Security Grant Program (SHSGP) in the amount of \$27,700 to sustain the SFMD's CERT Program;

WHEREAS, the Arizona Department of Homeland Security has awarded the SFMD a FFY19 Central Region Deployment Exercise grant from the Urban Area Security Initiatives (UASI) grant program in the amount of \$16,540 in support of regional training;

WHEREAS, the City desires to accept the grant funding from the Arizona Department of Homeland Security in the above amounts totaling \$84,240;

WHEREAS, the FY2020 budget was adopted by Council Resolution 2019-75 on June 4, 2019;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2019 through June 30, 2020.

Section 2. The City is hereby authorized to accept the grant funding from the Arizona Department of Homeland Security to maintain the department's hazardous materials apparatus, CERT Program, and conduct a deployment exercise in the combined amount of \$84,240. The City Manager, or his designees, is authorized to conduct all negotiations and

to execute and submit all documents and other necessary or desirable instruments in connection with said agreements.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall,, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A **RESOLUTION # 2019-XX**

1. Appropriation - The allocation below represents a reallocation of FY2020 appropriation in the amount of \$15,000 within the Grants Fund for three grants. The awarded amounts are different than the FY2020 budgeted amounts. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Fire - Medical	#G34182 FFY19 SFMD SHSGP CERT	E	25,000	2,700	27,700
Grants	General Operations	Contingency	E	23,670,700	11,700	23,682,400
Grants	Fire - Medical	#G34192 FFY19 SFMD UASI CBRNE	E	55,000	(15,000)	40,000
Grants	Fire - Medical	#G34241 FFY19 SFMD UASI Deployment Exercise	E	16,000	600	16,600
Expense Total				23,766,700	-	23,766,700
Revenue Total				-	-	-



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: District 5

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

Agenda Wording:

Consideration and action to approve a request by Irudayaraj Vondoh, Agent for a Series 12 Restaurant liquor license for Haldi Indian Cuisine located at 13761 W. Bell Road, #B213, Surprise, AZ 85374.

Motion:

I move to approve a request by Irudayaraj Vondoh, Agent for a Series 12 Restaurant liquor license for Haldi Indian Cuisine located at 13761 W. Bell Road, #B213, Surprise, AZ. 85374.

Background:

All departmental reports are attached noting no concerns for this request.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Haldi Ind Rest liquor review Oct 19docx
 2. HALDI INDIAN CUISINE REPORT 2
 3. Haldi Indian Cuisine_Memo to Clerk_20191023
 4. Haldi Indian Cuising Liquor License
-

S U R P R I S E P O L I C E D E P A R T M E N T
L I Q U O R L I C E N S E A P P L I C A T I O N R E V I E W

REFERENCE:

DATE: October 23, 2019

JOB NUMBER – #79417
Series #12 – New License

APPLICANT:

Haldi Indian Cuisine
13761 W Bell Road #B213
Surprise, Arizona 85374

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***

Haldi Indian Cuisine is a full service restaurant which has open for approximately one year and a half at this location. There was a liquor license awarded for previous ownership earlier this year in June. During the past years, this location has been occupied by various other restaurants. The market should be primarily Surprise and northwest valley residents. There is seating for 32 persons, with no designated seating for a bar area. There is no live entertainment scheduled, and there is one television in the restaurant. This license is for new ownership over the existing restaurant with no name change.

- 2) ***Effect of vehicular traffic in close proximity.***

This new license should have no effect on vehicular traffic. Haldi is in the shopping plaza on the southwest corner of Bell Road and Westpoint Parkway. There is plenty of ingress/egress locations onto these roads as well as through the adjacent plaza to the west onto Litchfield Road.

- 3) ***The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report of such activity at least 20 days before the hearing.***

During the last five years, there have been no reports of liquor violations from any of the previously occupied restaurants at this location. There has been a minimal amount of calls for service from any of the business in the strip plaza at this location including a couple of unwanted guests, a theft of services from a nail salon, which also resulted in a warrant arrest, a couple of disorderly conduct situations. Additionally, earlier this month, there was a call for service for disorderly conduct when a couple was upset over another family's parenting style from inside the No actual crime involved in that incident.

- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***

Haldi is open every day from 11AM to 8 PM. The main tenant of the plaza is Sprouts grocery store, which closes every night at 10 PM. The remaining tenants are open until early evening hours. There is a Chili's Restaurant with a series 12 license at the north end of the plaza's parking lot area which closes by 11 PM on Fridays and Saturdays.

- 5) ***Appropriateness of series license requested.***

A series 12 license is appropriate and applicable for Haldi Indian Cuisine, per state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059

Date: October 21, 2019

To: Sherry Aguilar, City Clerk

From: Chris Boyd, Acting Community Development Director

By: James Stewart, Zoning Specialist

Re: Liquor License Application for:
Haldi Indian Cuisine
Series12 - RESTAURANT – Job # 79417
13761 W. Bell Road #B213, Surprise, Arizona 85374

The number and series of licenses in close proximity to the subject site are:

1. Chili's Grill & Bar #1153 (Series 12) – 13765 W. Bell Rd.
2. Cobblestone Auto Spa & Market (Series 10) – 13811 W. Bell Rd.
3. State 48 Brewery (Series 3 &12) – 13823 W. Bell Rd.
4. Irish Wolfhound Restaurant (Series 6) – 16811 N. Litchfield Rd. #102-104
5. Rio Mirage Cafe (Series 12) – 13863 W. Bell Rd.
6. Chipotle Mexican Grill #0898 (Series 12) – 13869 W. Bell Rd. #107
7. Circle K Store #2741641 (Series 10) – 13908 W. Bell Rd.
8. New York Pizza Dept. (Series 12) – 13980 W. Bell Rd.
9. Buffalo Wild Wings (Series 12) – 13882 W. Bell Rd.
10. China Buffet #17119 (Series 12) – 17119 N. Litchfield Rd. #20
11. Uni Sushi & Steak (Series 12) – 17191 N. Litchfield Rd.
12. Richi's Diner (Series 12) – 17221 N. Litchfield Rd.
13. Tacos Califia (Series 12) – 17239 N. Litchfield Rd. #68
14. Wal-Mart Supercenter #2777 (Series 9) – 13770 W. Bell Rd.
15. Applebee's (Series 12) – 13756 W. Bell Rd.
16. Streets of New York #23 (Series 12) – 13736 W. Bell Rd.
17. Tom Yum (Series 12) – 13736 W. Bell Rd. #2
18. Fresh Wasabi Sushi & Grill (Series 12) – 13732 W. Bell Rd. #2
19. Pizza Hut #27003 (New License) – 13706 W. Bell Rd.
20. Octane Lounge (Series 6) – 13420 W. Bell Rd. #140 (Expired)
21. Olive Garden #1627 (Series 12) – 13379 W. Grand Ave.
22. Red Lobster #6288 (Series 12) – 13709 W. Bell Rd.
23. Target #1335 (Series 10) – 13731 W. Bell Rd.
24. Sprouts Farmers Market # 12 (Series 10) – 13759 W. Bell Rd.

The immediate area is composed of commercial establishments. The property is zoned PAD C-2 which is consistent with the proposed use.

Residential population will most likely remain static. Commercial growth will likely remain static.

If managed properly, the effects of granting this liquor license on surrounding residences will be minimal. This license will have little to no effect on parking in the area. Staff believes that granting this liquor license will not directly impact the surrounding business and residential areas in a negative way.



MEMO

Date: 10/23//2019

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Stacie McQuarrie, Accounting Support Specialist

RE: Liquor License Application – Haldi Indian Cuisine – 13761 W Bell Rd #213

Business License Status:

License #1022523, current and valid through 2020.



Surprise Fire-Medical Department
14250 W. Statler Plaza Ste. 101
Surprise, AZ 85374-7479
Phone: 623-222-5000
Fax: 623-222-5001



October 23, 2019

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Haldi Indian Cuisine
13761 W Bell Road, #B213
Surprise, AZ 85374

The Surprise Fire-Medical Department recently conducted a fire inspection at the above referenced location to ensure compliance with the applicable fire codes within the tenant space and building. There are no known fire code violations at this time.

Therefore fire has no comment on the application at this time.

If you have any questions feel free to contact me.

Keith Tanner
Keith Tanner, Fire Marshal
Fire Prevention Division
Surprise Fire-Medical Department



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action on the Regular City Council Meeting minutes of October 15, 2019.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 101519 Minutes
-

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

Tuesday, October 15, 2019 @ 6:00PM

Call To Order

Invocation

Roll Call

Mayor Hall called to order the Regular City Council Meeting of October 15, 2019 at 6:00 PM at Surprise City Hall Council Chambers, 16000 N Civic Center Plaza, Surprise, Arizona 85374. Also in attendance with Mayor Hall were Vice Mayor Winters, Council Members; Duffy, Hayden, Judd, Sanders and Remley.

Staff Present: City Manager, Michael Frazier; City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Proclamation and Community Acknowledgements

Mayor, Council and Staff from Senator McSally's office will acknowledge Larry Brown, recipient of the 4th Annual Congressional Veterans of Distinction Award.

City Manager Report

City Clerk Report

Call To The Public

Chandler Brown - Deficiencies in parks and recreation, lack of park space throughout the City. Not keeping up with the growth of the City.

Linda Cabrera - Community Garden update at Benevilla. Rough summer, construction, some quit gardening from June to September.

Connie Whitlock - WHAM Art Association Calendar, thanked Council for their continued support.

Joe Urshan - Concerned about pedestrian safety in the City of Surprise. I have had some close calls, something more needs to be done, the Council needs to address this issue. Very impressed on what Chandler is doing regarding pedestrian safety.

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Sanders made the motion to approve the consent agenda excluding item # 4 and 7. Council Member Duffy seconded the motion. Seven yes votes, motion carried.

1. Consideration and action pertaining to approval of the Final Plat entitled Fulton Homes Escalante Parcel 5 and dated July 25, 2019, located on the southeast corner of 163rd Avenue and Asante Boulevard in the Verdugo PAD - APPROVED

2. Consideration and action pertaining to approval with stipulations of the Final Plat entitled Desert Oasis Baer Parcel B9 and dated August 23, 2019, generally located south of Jomax Road and west of 163rd Avenue; Resolution # 2019-124 - APPROVED

3. Consideration and action pertaining to approval of the Replat entitled Thompson Thrift at Surprise Center and dated September 24, 2019, located in the Surprise Center Planned Area Development (PAD) - APPROVED

4. Consideration and action pertaining to a dedication of a right-of-way to the Maricopa County Department of Transportation at 163rd avenue and Pinnacle Peak Road - APPROVED

Vice Mayor Winters removed this item from the consent agenda.

Vice Mayor Winters questioned why we had not done the annexation first.

Vice Mayor Winters made the motion to approve the right of way. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

5. Consideration and action declaring the intent to establish a street light improvement district entitled, "City of Surprise, Arizona, SU-Surprise Center 190 Lighting Improvement District pursuant to A.R.S. Â§ 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2019-112 - APPROVED

6. Consideration and action pertaining to deleting a portion of the territory within Fulton Homes at Escalante 154 Street Lighting Improvement District; Resolution #2019-109 – APPROVED

7. Consideration and action pertaining to the approval of a Replat entitled, "Lots 6140 through 6142 and tract I6 of Marley Park Parcel 6" and dated August 22, 2019, a property generally located northeast of the corner of Reems Road and Cactus Road - CONTINUED INDEFINITELY

Council Member Judd made the motion to continue item #7 indefinitely. Vice Mayor Winters seconded the motion. Seven yes votes to continue indefinitely, motion carried.

8. Consideration and action to approve a request by Howard Everett Magee (Agent) for a Series 10 (Beer & Wine Store) liquor license for Carioca Shell #3 located at 16520 W. Greenway Road, Surprise, AZ 85388 - APPROVED

9. Consideration and action to approve a request by Sheila M. Ford (Agent) for a Series 12 (Restaurant liquor license for the Chicken Ranch located at 14051 W. Grand Avenue, Surprise, AZ 85374 - APPROVED

10. Consideration and action to approve a request by Andrea Lewkowitz (Agent) for a Series 09 (Liquor Store) liquor license for Costco Wholesale located at 16385 W. Waddell Road, Surprise, AZ 85388 - APPROVED

11. Consideration and action pertaining to an amendment of the Fiscal Year 2020 budget by reallocating appropriations of \$161,600 within the personnel lines of the Human Service & Community Vitality Department to increase the full time equivalent count by 1.5 while having no financial impact to the General Fund; Resolution # 2019-116 - APPROVED

12. Consideration and action on the October 1, 2019 Regular City Council Work Session and Regular City Council Meeting - APPROVED

13. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations in the amount of \$154,300 within the Grants Fund and authorizing acceptance of (7) grant awards from the AZ Governor's Office of Highway Safety (GOHS) to support impaired driving enforcement overtime, education, materials and supplies, and equipment; Resolution # 2019-123 - APPROVED

14. Consideration and action declaring the intention to consolidate several Rancho Mercado lighting improvement districts pursuant to A.R.S. Â§ 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2019-126 - APPROVED

15. Consideration and action pertaining to authorizing submission of the Request for Exemption from posting deposit to the Industrial Commission of Arizona - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

16. Consideration and action regarding the Revised Preliminary Plat entitled Units F & C Toll at Prasada and dated July 25, 2019, approximately 37 acres located generally Cotton Lane, between Cactus Road and Peoria Avenue. Planning case # FS19-184 - APPROVED

City Planner, Robert Kuhfuss gave a brief powerpoint presentation on this item.

Council Member Remley - Along Peoria Avenue, is this the paved portion of the road? Where is this coming out at?

Toll Brother representative, Erin Ensko explained.

Council Member Sanders - Who owns the area highlighted on the map?

Council Member Hayden - Closure time?

Mr. Kuhfuss - Intermediate closures, over a 2 week period.

Vice Mayor Winters - On the driveways, are the shrubbery for aesthetic reasons?

Mr. Kuhfuss - Yes that is correct.

Public comments:

Jetuan Whedon, love to know if you are going to notify the local schools for road closures? We have warning and notices posted for upcoming closures.

Council Member Duffy made the motion to approve FS19-184. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

17. Consideration and action declaring as a public record the 2018 International Building, Residential, Mechanical, Plumbing, Fuel Gas, Energy Conservation, Existing Building, Green Construction, and Fire Codes; the 2017 National Electrical Code; and the Local Amendments thereto; Resolution # 2019-108 - APPROVED

Interim CD Director, Chris Boyd gave a brief powerpoint presentation on this item.

No public comments were made.

Council Member Duffy made the motion to approve Resolution 2019-108. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

18. Consideration and action pertaining to adoption of the 2018 International Building, Residential, Mechanical, Plumbing, Fuel Gas, Energy Conservation, Existing Building, Green Construction, and Fire Codes; and The 2017 National Electrical Code; and the corresponding Local Amendments thereto; Ordinance # 2019-25 - APPROVED

Interim CD Director, Chris Boyd gave a brief powerpoint presentation on this item.

City Attorney Wingo commented that the ordinance number was issued twice, therefore the new number will be 2019-31 instead of Ordinance No. 2019-25.

No public comments were made.

Vice Mayor Winters made the motion to approve Ordinance 2019-31. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

19. Consideration and action pertaining to the selection of Logan Simpson for the Public Works Operations Facility art project - APPROVED

Paul Bernardo gave a power point presentation on this item. Representatives from Logan Simpson and Arts Chair, Margaret Lieu were available for questions.

Vice Mayor Winters - I like the way you incorporated the existing sign in this project. What was the final cost?

Mr. Bernardo - \$50,000.

Council Member Judd - Questioned the actual total amount being approved. He commented that he is questioning the location because he has an issue of where it is to be located. It seems like it is being tucked away from public view.

Council Member Remley - Change in access to location?

Public Works Director, Mike Gent - A road will be built from the cul-de-sac to the public works building.

Mayor Hall - questioned lighting specifically at night.

Yes, there will be lighting at night.

Mayor Hall - Will the installation withstand a microburst?

Yes, that is correct.

Vice Mayor Winters made the motion to approve the selection of Logan Simpson for the

Public Works Operations Facility art project. Council Member Judd seconded the motion. Seven yes votes, motion carried.

20. Presentation of Completed Internal Audit Reports presented and approved by the City of Surprise Audit Committee on September 25, 2019 - NO ACTION

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

Mayor Hall recognized the efforts and hard work of Council Members Judd and Remley and staff.

21. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 Budget by reallocating appropriations in the amount of \$513,000 within the Grants Fund and General Fund and accepting a grant from the Federal Emergency Management Agency for Adequate Fire and Emergency Response (SAFER) grant program to hire eight firefighters; Resolution # 2019-127 - APPROVED

Fire Chief, Tom Abbott and Finance Director, Andrea Davis gave a brief powerpoint presentation on this item.

Council Member Judd made the motion to approve Resolution 2019-127. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

Other Business and Future Agenda Items

Council Member Sanders - Public/Private Partnerships, seconded by Council Member Judd.

City Council Reports

Mayor and Council attended and/or reported on the following:

Council Member Duffy - Ottawa Football game on Saturday.

Council Member Hayden - Memory Cafe, Surprise Fiesta Grande, Creative Aging with the Arts.

Council Member Judd - District 6 Meet & Greet and shout-out to Mike Gent for addressing issues.

Vice Mayor Winters - Oct. 2nd Community outreach meeting regarding a development, Care and Share Fair in the courtyard thanked staff,

Council Member Sanders - GPEC event, Care and Share expo., Fiesta Grande, Sunday in the Park coming up and Ottawa Game on Saturday.

Council Member Remley - thanked Parks and Recreation Department for Fiesta Grande

and Police Department (Officers on the Beat) - addressing homelessness under the bridge (riverbed), transformation of the city.

Mayor Hall - tour of Toll Brothers project, thanked Valley Vista HS Students, Fiesta Grande was a fabulous event. Dept. Counsel General of Mexico Esparza, thanks to Donna Miller and her staff and Memory Cafe event.

Executive Session

Executive Session Items

Adjournment

Vice Mayor Winters made the motion to adjourn the Regular City Council Meeting of October 15, 2019 at 7:31 PM. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, October 15, 2019.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2019 budget by reallocating appropriations from various funds required to close the Fiscal Year 2019 budget, inter-fund cash transfers and loans; Resolution # 2019-137.

Motion:

I move to approve Resolution # 2019-137.

Background:

As part of closing fiscal year 2019 and in preparation for the annual audit, adjustments occur which may cause expenditures to exceed budget. Expenditure budgets and actuals are reviewed during close out to ensure that the City is in compliance with budget amendment policies. Specifically, fund, capital improvement plan (CIP) projects, grants, and departments within each fund cannot have actual expenditures exceeding the budget amounts. When this does occur, approval of the Mayor and Council is necessary to increase the budgeted amounts.

For FY2019, three main categories of corrections have been identified.

The first category is budget adjustments for fund/department combinations that have exceeded their personnel and/or non-personnel operating budget. In each case, the fund had sufficient contingency to make an amendment, had savings in another department or received unforeseen revenue that allowed an increase in authority.

The second category involves Street Light improvement Districts (SLIDs). Appropriation will be reallocated to SLID funds that are new for FY2019. Typically, property taxes cannot be levied on a SLID until the SLID has been recognized and assessed by the county. Once this has occurred property taxes will be levied and the expenses will be recouped for each of the new SLIDs.

The third category are projects (capital and grants). During the year, grant programs or capital projects revenues and expenditures exceeded budget.

Inter-fund cash transfers and loans are also presented to Council at year end as required by financial policies. They do not represent an outflow of funds from the city, but rather a reallocation of funds within the city. As such, they are not subject to state expenditure limitation rules and are not part of the adopted expenditure limit budget. Cash transfers are used to fund vehicle replacement, general capital, account for indirect costs, franchise fees, and in-lieu property tax payments for city provided utilities, debt service payments to the debt service fund and close out inactive funds.

Inter-fund loans are used to account for instances where one fund loans money to another.

Objective Analysis:

City Council adopts the annual budget by department in each fund and by project in capital funds per the Comprehensive Financial Management Policies effective July 1, 2019. The Budget Amendment Policies and Procedures are designed to place any amendments to the budget that cross those categories

back before the City Council for approval. This action accomplishes that aim and ensures that each of those categories do not have actual expenditures that exceed the budget. Inter-fund cash transfers and loans are not subject to the city's Budget Amendment Policies and Procedures, but rather are approved by the City Council based on the requirements of the Comprehensive Financial Management Policies. This approval does not change the amount of the FY2019 adopted budget.

Policy Compliant:

This action is compliant with the Budget Amendment Policies and the Comprehensive Financial Management Policies.

Financial Impact:

This action has no direct financial impact, the approval of the change in revenues and expenditures is one-time and necessary to complete the FY2019 Comprehensive Annual Financial Report (CAFR) and related audit.

Budget Impact:

This action reallocates spending authority in various funds without increasing or decreasing the total budget for FY2019.

FTE Impact:

There is no impact on FTEs of this item.

ATTACHMENTS:

1. Res2019-137-FY 2019 Budget Amendment -final rev
-

RESOLUTION # 2019-137

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2019 BUDGET BY REALLOCATING APPROPRIATIONS FROM VARIOUS FUNDS TO VARIOUS FUNDS TO CLOSE OUT THE FISCAL YEAR AND AUTHORIZING INTER-FUND CASH TRANSFERS AND LOANS ALONG WITH REALLOCATING APPROPRIATIONS BETWEEN VARIOUS PROJECTS AND FUNDS FOR FISCAL YEAR 2019.

WHEREAS, in the course of the year end closeout, various adjustments were identified which are necessary amendments to the FY2019 Adopted Budget;

WHEREAS, in the course of preparing the FY2019 Comprehensive Annual Financial Report (CAFR), various adjustments were identified and are required to ensure compliance with state law for appropriations. These legally required amendments will allow the City to close out the fiscal year's budgetary accounts and proceed with the annual independent audit. These are standard, end-of-year processes which are required to close the books and the bottom line budget amounts do not change;

WHEREAS, the FY2019 budget was adopted by Council Resolution #2018-78;

WHEREAS, inter-fund cash transfers and loan approvals are necessary to comply with adopted City ordinances, resolutions, policies, and generally accepted accounting principles;

WHEREAS, movement of authority between projects is necessary for tracking purposes;

WHEREAS, this action will necessitate a budget amendment;

WHEREAS, these amendments update budgetary amounts to close the year;

WHEREAS, the City of Surprise Comprehensive Financial Management Policies require 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, 2018 through June 30, 2019.

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

Section 3. That the statements and schedules attached as *Exhibit C* and incorporated by reference are adopted, approving inter-fund cash transfers and loans for the City of Surprise, Arizona for the fiscal year July 1, 2018 through June 30, 2019.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-137
Exhibit A

The FY2019 Annual Budget is amended by reallocating appropriations to ensure the continued operations of the City of Surprise. Additionally, these reallocations do not increase or decrease the total budget.

1. Appropriation - General Fund: City Clerk personnel exceeded budget due to an unanticipated paid time off payout, after the budget was adopted. City Clerk services will be utilized to cover the overage.

Fund	Department	Project/Cat egory	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	City Clerk	Personnel Services	E	494,100	4,600	498,700
General Fund	City Clerk	Services	E	300,800	(4,600)	296,200
Expense Total				794,900	-	794,900

2. Appropriation - General Fund: General Operations services within the Original Townsite Incentive Program exceeded budget due to growth in that area. Economic Development Contingency will be utilized to cover the overage.

Fund	Department	Project/ Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	General Operations	Services	E	5,847,100	156,200	6,003,300
General Fund	General Operations	Contingency	E	1,365,600	(156,200)	1,209,400
Expense Total				7,212,700	-	7,212,700

3. Appropriation – General Fund: Mayor and Council personnel exceeded budget due to EORP pension cost increase. Personnel savings in the City Manager’s Office will be utilized to cover the overage

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Mayor and Council	Personnel Services	E	435,700	165,000	600,700
General Fund	City Manager Office	Personnel Services	E	2,601,200	(165,000)	2,436,200
Expense Total				3,036,900	-	3,036,900

4. Appropriation – Neighborhood Revitalization Fund: Human Services and Community Vitality personnel exceeded budget. Human Services and Community Vitality services will be utilized to cover the overage.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/(Decrease)	Amended Budget
Neighborhood Revitalization	Human Svcs and Comm Vitality	Personnel Services	E	121,200	5,800	127,000
Neighborhood Revitalization	Human Svcs and Comm Vitality	Services	E	3,228,700	(5,800)	3,222,900
Expense Total				3,349,900	-	3,349,900

5. Appropriation – Surprise Fire-Medical Department Wildland Fire Fund: Surprise Fire-Medical personnel exceeded budget due to the deployment of Surprise red card certified firefighters for state and federal fires was higher than anticipated. Grant Fund Contingency and Wildland Fire Fund Services will be utilized to cover the overage.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/(Decrease)	Amended Budget
Wildland Fire	Fire - Medical	Personnel Services	E	145,200	9,600	154,800
Wildland Fire	Fire - Medical	Supplies	E	15,600	(300)	15,300
Grants	General Operations	Contingency	E	21,216,900	(9,300)	21,207,600
Expense Total				21,377,700	-	21,377,700

6. Appropriation - Surprise Police Department SB1398 Fines Fund: Surprise Police Department supplies exceeded budget due to rounding during the budget process. Grant Fund Contingency will be utilized to cover the overage.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/(Decrease)	Amended Budget
SB1398 Fines	Police	Supplies	E	15,900	100	16,000
Grants	General Operations	Contingency	E	21,216,900	(100)	21,216,800
Expense Total				21,232,800	-	21,232,800

7. Appropriation - Stormwater Operations Fund: Public Works and Water Resource Management personnel both exceeded budget due to an unanticipated paid time off payout and unbudgeted overtime. Public Works and Water Resource Management services will be utilized to cover the overage.

Fund	Department	Project/ Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Stormwater Operations	Public Works	Personnel Services	E	233,800	13,700	247,500
Stormwater Operations	Public Works	Services	E	163,700	(13,700)	150,000
Stormwater Operations	Water Resource Management	Personnel Services	E	151,100	1,900	153,000
Stormwater Operations	Water Resource Management	Services	E	35,000	(1,900)	33,100
Expense Total				583,600	-	583,600

8. Appropriation – Risk Management Fund: Human Resources Department personnel exceeded budget. Human Resources Department supplies will be utilized to cover the overage.

	Department	Project/ Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Risk Svc Fd	Human Resources	Personnel Services	E	263,000	400	263,400
Risk Management - Int Svc Fd	Human Resources	Supplies	E	9,200	(400)	8,800
Expense Total				272,200	-	272,200

9. Appropriation – Employee Healthcare Fund: Human Resources Department personnel exceeded budget due to an unanticipated paid time off payout. Human Resources Department services will be utilized to cover the overage.

Fund	Department	Project/ Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Employee Healthcare - Int Svc	Human Resources	Personnel Services	E	109,300	1,200	110,500
Employee Healthcare - Int Svc	Human Resources	Services	E	13,202,800	(1,200)	13,201,600
Expense Total				13,312,100	-	13,312,100

10. Appropriation – Workers' Compensation Fund: Human Resources Department personnel exceeded budget. Human Resources Department services will be utilized to cover the overage.

Fund	Department	Project/Cat egory	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Workers' Compensation	Human Resources	Personnel Services	E	72,800	10,000	82,800
Workers' Compensation	Human Resources	Services	E	708,800	(10,000)	698,800
Expense Total				781,600	-	781,600

11. Appropriation - Street Light Improvement District Funds (SLIDs) - Twelve SLID funds require a budget amendment. The city received an electrical bill for the first time in FY2019 for seven of these SLIDs. The remaining five SLIDs are slightly over budget by no more than \$800 due to rounding during the budget process. Once property valuations are assessed for the new SLIDs property taxes will be assessed to recover expenses for the respective new SLIDs.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/(Decrease)	Amended Budget
SLID-Asante Parcel 1.16	General Operations	Services	E	1,100	100	1,200
SLID-Greer Ranch N Ph 2	General Operations	Services	E	14,600	800	15,400
SLID-Quick Trip No410	General Operations	Services	E	800	100	900
SLID-Autoshow East 2 #127	General Operations	Services	E	800	100	900
SLID-Sycamore Farm Pcl 12 N146	General Operations	Services	E	3,200	400	3,600
Austin Ranch West PCL 4 #139	General Operations	Services	E	-	8,900	8,900
Zanjero Trail PerryvillePeoria	General Operations	Services	E	-	25,000	25,000
SLID-Desert Oasis L13B	General Operations	Services	E	-	900	900
SLID-Desert Oasis L10 Sanverno	General Operations	Services	E	-	4,300	4,300
SLID-Hilton Garden Inn	General Operations	Services	E	-	900	900
Austin Ranch W Parcel 6	General Operations	Services	E	-	3,400	3,400
Dysart Mini Storage #145	General Operations	Services	E	-	600	600
Grants	General Operations	Contingency	E	21,216,900	(45,500)	21,171,400
Expense Total				21,237,400	-	21,237,400

12. Appropriation – Decide Surprise Election Capital Project Funds. The three capital project funds established for each of the November 2017 election questions require a budget amendment for financial services expenses related to the investment of the bond proceeds issued in May 2018. The financial services expenses are offset by interest income received in the funds related to the investments.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/(Decrease)	Amended Budget
Public Safety Election 2017	General Operations	Services	E	-	13,300	13,300
Traffic Election 2017	General Operations	Services	E	-	10,600	10,600
Pavmnt Preservtn Election 2017	General Operations	Services	E	-	7,200	7,200
Grants	General Operations	Contingency	E	21,216,900	(31,100)	21,185,800
Expense Total				21,216,900	-	21,216,900

13. Project Ledger – The following project or grant expenditures exceeded budget or did not have adequate revenue budgeted in FY2019.

Fund	Department	Project/Category	Rev/Exp	Current Budget	Increase/(Decrease)	Amended Budget
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51630 FFY 18 CDBG Admin	E	117,700	9,300	127,000
General Fund	Human Svcs and Comm Vitality	#G51520 FY 18 CAP	E	-	2,600	2,600
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51640 FFY 18 CDBG Admin - Advertising	E	10,000	700	10,700
Grants	Human Svcs and Comm Vitality	#G51511 FY 19 - AAA - Senior Center	E	5,800	100	5,900
Public Safety Election 2017	Police	#P31020 Police Training Facility	E	-	100	100
Grants	General Operations	Contingency	E	21,216,900	(12,800)	21,204,100
Highway User Revenue Capital	Public Works	#A61010 Asset Repl_Pavement Preservation	R	-	80,000	80,000
General Capital Projects Fund	Public Works	#P61020 Bell Rd Sidewalks E of Grand	R	-	62,600	62,600
General Capital Projects Fund	Public Works	#P61420 City Center Public Infrastructure	R	-	31,400	31,400
Grants	Police	#G31070 AZDOHS 150822-01 PD CBRNE	R	-	13,300	13,300
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51630 FFY 18 CDBG Admin	R	117,700	9,300	127,000
Grants	Human Svcs and Comm Vitality	#G51501 FY 19 - AAA - Congregate Meals	R	48,300	5,900	54,200
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51240 FY 2016 HOME	R	85,300	4,300	89,600
Grants	Fire - Medical	#G34180 FFY 17 FD AZDOHS CERT Sustainment	R	3,200	6,800	10,000
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51640 FFY 18 CDBG Admin - Advertising	R	10,000	700	10,700
Grants	Police	#G31240 FFY 18 DEA Task Force	R	27,000	9,300	36,300
Grants	Fire - Medical	#G34190 FFY 17 AZDOHS CBRNE Sustainment	R	46,800	7,400	54,200
General Capital Projects Fund	Parks and Recreation	#P54061 Clubhouse Flooring	R	68,200	100	68,300
Grants	General Operations	Other	R	19,360,800	(231,100)	19,129,700
Expense Total				21,350,400	-	21,350,400
Revenue Total				19,767,300	-	19,767,300

Resolution #2019-137
RFLS #7033
Rev 10/19

RESOLUTION # 2019-137
Exhibit B

The FY2019 Annual Budget is amended by reallocating appropriations to ensure the continued operations of the City of Surprise. Additionally, these reallocations do not increase or decrease the total budget, this serves as an informational report to Council.

1. Appropriation: Grant Carry Forward – To reconcile budget authority for items previously approved by Council from FY2019 budget estimates to FY2018 actuals.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Legal	#G13070 FFY 18 Pros Office VOCA	R	271,200	(14,300)	256,900
Grants	Legal	#G13070 FFY 18 Pros Office VOCA	E	271,200	(14,700)	256,500
Grants	Police	#G31220 FFY 18 PD AZDOHS UASI	R	31,900	(24,800)	7,100
Grants	Police	#G31220 FFY 18 PD AZDOHS UASI	E	31,900	(27,400)	4,500
Grants	Police	#G31260 FFY 18 GOHS DUI Task Force OT	R	18,900	(12,900)	6,000
Grants	Police	#G31260 FFY 18 GOHS DUI Task Force OT	E	18,900	(12,900)	6,000
Grants	Police	#G31310 FY18 GOHS STEP Enforcement	R	17,400	(5,200)	12,200
Grants	Police	#G31310 FY18 GOHS STEP Enforcement	E	17,400	(5,200)	12,200
Grants	Police	#G31320 FFY18 Ped & Bike Safety Enforcement	R	17,800	(4,900)	12,900
Grants	Police	#G31320 FFY18 Ped & Bike Safety Enforcement	E	17,800	(4,900)	12,900
Grants	Police	#G31330 FFY18 Ped & Bike Enforce & Training	R	4,400	(1,500)	2,900
Grants	Police	#G31330 FFY18 Ped & Bike Enforce & Training	E	4,400	(1,500)	2,900
Grants	Police	#G31340 FFY18 Occupant Protection Enforce	R	5,200	(2,500)	2,700
Grants	Police	#G31340 FFY18 Occupant Protection Enforce	E	5,200	(2,500)	2,700
Grants	Police	#G31360 JLEO Task Force OT	R	5,000	(5,000)	-
Grants	Police	#G31360 JLEO Task Force OT	E	5,000	(5,000)	-
Grants	Police	#G31380 FFY18 GOHS Buckle Up AZ	R	4,000	(4,000)	-
Grants	Police	#G31380 FFY18 GOHS Buckle Up AZ	E	4,000	(4,000)	-
Grants	Community Development	#G42010 FY17 SRTS Studies - Parkview & Asht	R	32,000	(2,400)	29,600

1. Appropriation: Grant Carry Forward Continued)

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Community Development	#G42010 FY17 SRTS Studies - Parkview & Asht	E	32,000	(2,400)	29,600
General Fund	Community Development	#G42010 FY17 SRTS Studies - Parkview & Asht	E	-	2,000	2,000
General Fund	Community Development	#G42020 FY17 SRTS Studies - Marley & Rancho	E	-	200	200
Grants	Community Development	#G42030 FY 17 SRTS Crosswalk Safety	R	6,200	(6,200)	-
Grants	Community Development	#G42030 FY 17 SRTS Crosswalk Safety	E	6,200	(6,200)	-
General Fund	Community Development	#G42030 FY 17 SRTS Crosswalk Safety	E	-	700	700
Grants	Community Development	#G42040 FY 17 SRTS Walking/Biking Maps	R	48,200	(2,600)	45,600
Grants	Community Development	#G42040 FY 17 SRTS Walking/Biking Maps	E	48,200	(2,600)	45,600
General Fund	Community Development	#G42040 FY 17 SRTS Walking/Biking Maps	E	-	2,900	2,900
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51210 FY 16 CDBG Administration	R	-	2,400	2,400
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51210 FY 16 CDBG Administration	E	-	2,400	2,400
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51220 FY 16 CDBG Public Service	R	-	1,300	1,300
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51220 FY 16 CDBG Public Service	E	-	1,300	1,300
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51230 FY 16 CDBG AZTC Improv	R	-	2,800	2,800
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51230 FY 16 CDBG AZTC Improv	E	-	2,800	2,800
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51240 FY 2016 HOME	R	35,600	49,700	85,300
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51260 2013 CDBG Emergency Repair	R	-	13,700	13,700
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51260 2013 CDBG Emergency Repair	E	-	13,700	13,700
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51290 2015 CDBG Util Feas Study	R	-	21,500	21,500
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51290 2015 CDBG Util Feas Study	E	-	21,500	21,500

(1. Appropriation: Grant Carry Forward Continued)

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51300 2012 HOME Funds	R	-	12,600	12,600
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51300 2012 HOME Funds	E	-	2,700	2,700
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51310 2013 HOME	R	-	15,800	15,800
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51310 2013 HOME	E	-	15,800	15,800
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51320 FY 14-15 HOME	R	100	(100)	-
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51320 FY 14-15 HOME	E	100	(100)	-
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51330 2015 HOME	R	100	(100)	-
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51330 2015 HOME	E	100	(100)	-
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51340 NSP 1 - Admin	R	-	500	500
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51340 NSP 1 - Admin	E	-	500	500
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51360 NSP3 Adminstration	R	-	42,400	42,400
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51360 NSP3 Adminstration	E	-	42,400	42,400
Grants	General Operations	Contingency	E	21,216,900	(19,400)	21,197,500
Grants	General Operations	Other	R	19,360,800	(76,200)	19,284,600
Expense Total				21,679,300	-	21,679,300
Revenue Total				19,858,800	-	19,858,800

2. Appropriation: Capital Project Carry Forward – To reconcile budget authority for items previously approved by Council from FY2019 budget estimates to FY2018 actuals.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Fire/EMS Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	6,100	(600)	5,500
Wtr Sys SPA 1 Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	6,100	(600)	5,500
Wtr Sys SPA 2 Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	6,100	(600)	5,500
Wtr Res SPA 1 Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	6,100	(600)	5,500
Wtr Res SPA 2 Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	6,100	(600)	5,500
Sewer SPA 1 Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	6,100	(600)	5,500
Sewer SPA 2 Dev Fee 2014 Law	General Operations	#A15010 Impact Fee Study FY2015	E	6,100	(600)	5,500
Vehicle Replacement	Fire - Medical	#A34060 I740 4379 Replacement	E	343,700	(336,300)	7,400
Vehicle Replacement	Fire - Medical	#A34070 Eone HUSH 3272 Replacement	E	73,000	(65,100)	7,900
Vehicle Replacement	Fire - Medical	#A34080 CS3274 EONE Repl (Reserve E305)	E	450,600	(23,700)	426,900
Vehicle Replacement	Fire - Medical	#A34090 CS2492 F350 Truck Repl (Brush 307)	E	280,000	(700)	279,300
Highway User Revenue Capital	Public Works	#A61070 Vehicle and Equipment Replacement	E	421,400	(9,100)	412,300
Vehicle Replacement	Public Works	#A61070 Vehicle and Equipment Replacement	E	3,179,800	(321,200)	2,858,600
Water Utility Capital	Public Works	#A61070 Vehicle and Equipment Replacement	E	184,800	(80,700)	104,100
Sewer Utility Capital	Public Works	#A61070 Vehicle and Equipment Replacement	E	912,400	(170,400)	742,000
Solid Waste Capital	Public Works	#A61070 Vehicle and Equipment Replacement	E	2,314,100	(1,084,200)	1,229,900
Highway User Revenue Capital	Public Works	#A61090 Asset Repl-Traffic Operation Center	E	352,500	(137,500)	215,000
General Capital Projects Fund	Information Technology	#P17010 Enterprise Resource Planning System	E	933,300	(42,500)	890,800
General Capital Projects Fund	Community Development	#P42010 OTS Land Acquisition	E	541,400	(85,900)	455,500
General Capital Projects Fund	Community Development	#P42011 OTS Land Improvements	E	56,400	(44,500)	11,900
General Capital Projects Fund	Public Works	#P61420 City Center Public Infrastructure	E	1,535,300	(216,900)	1,318,400

(2. Appropriation: Capital Project Carry Forward Continued

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Public Safety Election 2017	Public Works	#P61480 Public Works Yard	E	2,054,800	(43,400)	2,011,400
Donations	Community and Recreation Svcs	#P54070 Pickleball Courts	E	25,000	(24,100)	900
General Capital Projects Fund	Community and Recreation Svcs	#P54070 Pickleball Courts	E	52,100	(51,000)	1,100
General Capital Projects Fund	Police	#P31010 RWC Radio Replacement	E	20,700	(3,000)	17,700
Public Safety Election 2017	Fire-Medical CIP	#P34080 District Fire Station 304	E	1,573,000	(2,100)	1,570,900
Public Safety Election 2017	Fire-Medical CIP	#P34090 Fire Station 308	E	739,300	(1,600)	737,700
Ground Ambulance Service	Fire - Medical	#P34100 Ambulance #4-M301/FS301 Remodel	E	512,300	(85,100)	427,200
General Capital Projects Fund	Community Development	#P42020 Surprise LongRng Transit Plan Updat	E	243,300	(52,100)	191,200
Public Works Dev Fee	Public Works	#P61110 Bell Rd Adapt Sgl Ctrl Tech	E	54,000	(32,600)	21,400
General Capital Projects Fund	Public Works	#P61110 Bell Rd Adapt Sgl Ctrl Tech	E	31,200	(18,600)	12,600
Transportation Improvement	Public Works	#P61320 Bullard Ave (Greenway to Peoria)	E	23,600	400	24,000
General Capital Projects Fund	Public Works	#P61400 Construction of Median on Dysart Rd	E	500,000	(181,600)	318,400
Traffic Election 2017	Public Works	#P61440 Waddell Rd (SR303-Reems Rd)	E	2,194,000	(17,000)	2,177,000
Traffic Election 2017	Public Works	#P61450 Litchfield Rd (Waddell Rd-Peoria)	E	540,100	(8,500)	531,600
Pavmnt Preservtn Election 2017	Public Works	#P61460 Bond Pavement Preservation	E	4,947,300	(800)	4,946,500
Traffic Election 2017	Public Works	#P61470 Greenway Rd Cotton Ln-Sarival	E	402,800	(300)	402,500
General Capital Projects Fund	Public Works	#P61060 107th and Union Hills Drainage	E	74,300	100	74,400
Stormwater Capital	Public Works	#P61410 Peoria & Litchfield Drainage Improv	E	244,300	(4,700)	239,600
Water Utility Capital	Water Resource Management	#P71030 Site and Security Improvements	E	174,100	(8,200)	165,900
Water Utility Capital	Water Resource Management	#P71100 SPA1 WRF N Entry Gate Wall	E	68,700	(100)	68,600
Sewer Utility Capital	Water Resource Management	#P71100 SPA1 WRF N Entry Gate Wall	E	794,100	(1,100)	793,000
Sewer Utility Capital	Water Resource Management	#P71110 Solar Biosolids Dryer	E	312,000	(10,600)	301,400
Sewer Utility Capital	Water Resource Management	#P71120 SPA1 Influent Ln Hydr Rehab	E	935,100	(180,400)	754,700

2. Appropriation: Capital Project Carry Forward Continued)

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer Utility Capital	Water Resource Management	#P71190 SPA1 Recharge Expansion	E	2,256,100	(51,000)	2,205,100
Sewer Utility Capital	Water Resource Management	#P71250 Digester Modifications	E	494,100	(11,900)	482,200
Water Utility Capital	Water Resource Management	#P71160 Combine Wtr Transmission System	E	130,300	(23,200)	107,100
Water Utility Capital	Water Resource Management	#P71230 SPA 1 Rancho Gabriela WSF - Arsenic	E	2,147,100	(26,200)	2,120,900
Water Utility Capital	Water Resource Management	#P71260 Circle City Water Acquisition	E	440,100	(235,500)	204,600
Donations	General Operations	Contingency	E	5,300	24,100	29,400
Ground Ambulance Service	General Operations	Contingency	E	839,100	85,100	924,200
Transportation Improvement	General Operations	Contingency	E	912,800	(400)	912,400
Highway User Revenue	General Operations	Contingency	E	50,400	146,600	197,000
Fire/EMS Dev Fee 2014 Law	General Operations	Contingency	E	4,858,100	600	4,858,700
Public Works Dev Fee	General Operations	Contingency	E	2,087,000	32,600	2,119,600
Grants	General Operations	Contingency	E	21,216,900	696,000	21,912,900
Vehicle Replacement	General Operations	Contingency	E	-	747,000	747,000
Public Safety Election 2017	Public Works	Contingency	E	-	47,100	47,100
Traffic Election 2017	Public Works	Contingency	E	-	25,800	25,800
Pavmnt Preservtn Election 2017	Public Works	Contingency	E	-	800	800
Water Operations	General Operations	Contingency	E	1,076,900	373,900	1,450,800
Wtr Sys SPA 1 Dev Fee 2014 Law	General Operations	Contingency	E	1,085,000	600	1,085,600
Wtr Sys SPA 2 Dev Fee 2014 Law	General Operations	Contingency	E	136,000	600	136,600
Wtr Res SPA 1 Dev Fee 2014 Law	General Operations	Contingency	E	-	600	600
Wtr Res SPA 2 Dev Fee 2014 Law	General Operations	Contingency	E	357,600	600	358,200

(2. Appropriation: Capital Project Carry Forward Continued)

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer Utility Capital	Water Resource Management	#P71190 SPA1 Recharge Expansion	E	2,256,100	(51,000)	2,205,100
Sewer Utility Capital	Water Resource Management	#P71250 Digester Modifications	E	494,100	(11,900)	482,200
Sewer Operations	General Operations	Contingency	E	9,894,900	425,400	10,320,300
Sewer SPA 1 Dev Fee 2014 Law	General Operations	Contingency	E	-	600	600
Sewer SPA 2 Dev Fee 2014 Law	General Operations	Contingency	E	-	600	600
Solid Waste Operations	General Operations	Contingency	E	1,559,200	1,084,200	2,643,400
Stormwater Operations	General Operations	Contingency	E	2,413,600	4,700	2,418,300
Expense Total				81,226,600	-	81,226,600

* Increases and decreases in Grant Fund contingency are referenced in multiple tables, above.
The total adjustment, for FY2019, is as follows:

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	General Operations	Contingency	E	21,216,900	577,800	21,794,700
Grants	General Operations	Other	R	19,360,800	(307,300)	19,053,500

RESOLUTION # 2019-137**Exhibit C**

City of Surprise, Arizona
Schedule of Budget Changes of Interfund Transfers and Loans
Fiscal Year 2019

Transfers Between	Description	Revised Budget	Actual Amount
Transfers from General Fund to:			
Refund Gov Debt Service 2015 Fund	Debt Service Payment	847,000	844,964
Stadium Debt Service 2015 Fund	Debt Service Payment	1,138,400	1,124,320
Net Premium Seating Fund	Stadium Capital Improvement Account Funding per agreements with Rangers and Royals	125,800	124,008
Sports and Tourism Fund	Transfer to remove negative cash balance	-	350,900
General Capital Projects Fund	Funding for asset replacement, pavement preservation, various projects, and to maintain minimum fund balance	12,982,900	12,982,900
Vehicle Replacement Fund	Funding for vehicle replacement	5,527,100	5,527,100
Animal Seizure Bond Fund	Transfer to remove negative cash balance to close out the fund	-	3,373
Ground Ambulance Services Fund	Interfund Advance	-	246,100
Total Transfers from General Fund		20,621,200	21,203,665
Transfers from Ground Ambulance Service Fund to:			
General Fund	Indirect Cost Allocation	381,700	381,700
General Fund	PILOT - General Operations	900	891
Ground Ambulance Capital Fund	Funding for vehicle replacement and new vehicle purchases	127,800	391,789
Election Debt Service 2017 Fund	PILOT - Debt Service	-	493
Total Transfers from Ground Ambulance Service Fund		510,400	774,873
Transfers from Tourism Fund to:			
Stadium Debt Service 2015 Fund	Debt Service Payment	448,300	458,685
Total Transfers from Tourism Fund		448,300	458,685
Transfers from Highway User Revenue Fund to:			
Highway User Revenue Capital Fund	Operating to Capital Project Fund	2,621,000	2,621,000
Total Transfers from Highway User Revenue Fund		2,621,000	2,621,000
Transfers from Fire/EMS Dev Fee Grandfathered Fund to:			
Refund Gov Debt Service 2015 Fund	Debt Service Payment	66,900	66,918
Sewer Operations Fund	Interfund Advance Repayment	771,200	1,534,649
Total Transfers from Fire/EMS Dev Fee Grandfathered Fund		838,100	1,601,567
Transfers from Gen Govt Dev Fee Grandfathered Fund to:			
Refund Gov Debt Service 2015 Fund	Debt Service Payment	367,200	367,248
Sewer Operations Fund	Interfund Advance Repayment	70,500	-
Total Transfers from Gen Govt Dev Fee Fund		437,700	367,248

Transfers Between	Description	Revised Budget	Actual Amount
Transfers from Park/Rec Dev Fee Grandfathered Fund to:			
Refund Gov Debt Service 2015 Fund	Debt Service Payment	437,600	437,618
Total Transfers from Park/Rec Dev Fee Grandfathered Fund		437,600	437,618
Transfers from Police Dev Fee Fund to:			
Refund Gov Debt Service 2015 Fund	Debt Service Payment	135,400	135,428
Total Transfers from Police Dev Fee Grandfathered Fund		135,400	135,428
Transfers from Stadium Construction Fund to:			
Stadium Debt Service 2015 Fund	Debt Service Payment	-	14
Total Transfers from Stadium Construction Fund		-	14
Transfers from Water Operations Fund to:			
General Fund	Indirect Cost Allocation	1,522,100	1,522,100
General Fund	PILOT - General Operations	174,700	174,667
General Fund	Franchise Fee in Lieu	294,500	316,719
Water Utility Capital Fund	Operating to Capital Project Fund	6,690,300	6,690,300
Water Res Dev Fee 2014 Fund SPA 1	Interfund Advance	406,700	261,000
Election Debt 2017	PILOT - Debt Service	-	96,641
Total Transfers from Water Operations Fund		9,088,300	9,061,427
Transfers from Water Utility Capital Fund to:			
Municipal Arts Fund	Art Projects	14,900	14,900
Total Transfers from Water Utility Capital Fund		14,900	14,900
Transfers from Water Res Dev Fee Fund SPA 1 to:			
Water Operations Fund	Interfund Advance Repayment	-	97
Total Transfers from Water Res Dev Fee Fund SPA1		-	97
Transfers from Sewer Operations Fund to:			
General Fund	Indirect Cost Allocation	1,647,200	1,647,200
General Fund	PILOT - General Operations	382,400	382,352
General Fund	Franchise Fee in Lieu	325,700	350,901
Sewer Utility Capital Fund	Operating to Capital Project Fund	7,672,900	7,672,900
Sewer SPA1 Dev Fee 2014 Fund	Interfund Advance	1,770,800	-
Sewer SPA2 Dev Fee 2014 Fund	Interfund Advance	7,000	-
Water Utility Capital Fund	Effluent Long-Term Storage Credits	-	1,459,830
Election Debt Service 2017 Fund	PILOT - Debt Service	-	211,550
Total Transfers from Sewer Operations Fund		11,806,000	11,724,733
Transfers from Sewer SPA1 Dev Fee 2014 Fund to:			
MPC Sewer Debt Service 2007 Fund	Debt Service Payment	3,634,200	-
Refund Sewer Debt 2015 Fund	Debt Service Payment	813,200	803,274
Sr. Lien Debt Service 2018 Fund	Debt Service Payment	-	2,152,250
Sewer Operations Fund	Interfund Advance Repayment	-	277,926
Total Transfers from Sewer SPA1 Dev Fee 2014 Fund		4,447,400	3,233,450

Transfers Between	Description	Revised Budget	Actual Amount
Transfers from Sewer Sys Dev Fee Fund SPA 2 2014 to:			
Sewer Operations Fund	Interfund Advance Repayment	-	5,232
Total Transfers from Sewer Sys Dev Fee Fund SPA2 2014		-	5,232
Transfers from Solid Waste Operations Fund to:			
General Fund	Indirect Cost Allocation	1,763,400	1,763,400
General Fund	PILOT - General Operations	11,000	11,046
General Fund	Sanitation haulers license fee	27,000	27,000
Solid Waste Capital Fund	Operating to Capital Project Fund	3,327,400	3,327,400
Election Debt Service 2017 Fund	PILOT - Debt Service	-	6,112
Total Transfers from Solid Waste Operations Fund		5,128,800	5,134,958
Transfers from Solid Waste Capital Fund to:			
Municipal Arts Fund	Art Projects	13,300	13,300
Solid Waste Operations Fund	Interfund Advance	-	1,274,000
Total Transfers from Solid Waste Capital Fund		13,300	1,287,300
Transfers from Stormwater Operations Fund to:			
General Fund	Indirect Cost Allocation	167,200	167,200
Stormwater Capital Fund	Operating to Capital Project Fund	819,300	819,300
General Fund	PILOT - General Operations	-	902
Election Debt Service 2017 Fund	PILOT - Debt Service	-	499
Total Transfers from Stormwater Operations Fund		986,500	987,901
Transfers from MPC Sewer Debt Service 2007 Fund to:			
Sewer SPA1 Dev Fee 2014	Return of Excess Interest Funding Related To Refunding of 2007 MPC Obligations	-	322,944
Total Transfers from Solid Waste Capital Fund		-	322,944
Transfers from MPC Sewer Debt Service 2007 Reserve Fund to:			
Sewer SPA1 Dev Fee 2014 Fund	Return of Reserve Funds Related to Refunding of 2007 MPC Obligations	-	112,107
MPC Sewer Debt Service 2007 Fund	Move Reserve Funds to Debt Service Fund to Refund the 2007 MPC Obligations	-	5,067,500
Total Transfers from MPC Sewer Debt Service 2007 Reserve Fund		-	5,179,607
Transfers from Sr. Lien Debt Service 2018 Fund to:			
MPC Sewer Debt Service 2007 Fund	Funding to Refund the 2007 MPC Obligations	-	29,013,571
Total Transfers from Sr. Lien Debt Service 2018 Fund		-	29,013,571
Transfers from Grants Fund to:			
General Fund	Repayment of Short Term Borrowing	-	161,965
Total Transfers from Grants Fund		-	161,965
Total Transfers for FY2019		57,534,900	93,728,182



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of a re-zone of approximately 4.19 acres of real property, generally located at the northwest corner of Cactus Road and Cotton Lane, from Residential Ranch (RR) to Northwest Corner of Cactus Road and Cotton Lane Planned Unit Development (PUD) with the underlying land use of Regional Commercial (CR-PUD); Ordinance 2019-29.

Motion:

I move to approve Ordinance # 2019-29.

Background:

The subject request involves the rezoning of approximately 4.19 acres of land from Residential Ranch (RR) to Northwest Corner of Cactus Road and Cotton Lane Planned Unit Development (PUD) with the underlying land use of Regional Commercial (CR-PUD).

Objective Analysis:

The Zone Change from Residential Ranch (RR) to Northwest Corner of Cactus Road and Cotton Lane Planned Unit Development (PUD) with the underlying land use of Regional Commercial (CR-PUD) will allow for the development of a school on the subject property.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which does not allow for Regional Commercial (CR) uses. This was part of a land swap of another parcel of land that was previously zoned CR and is now zoned for residential.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 19.10.24 EVR FS19-492 - NWC of Cactus and Cotton PUD RZ - CC Staff Report - 110519
 2. 01 - FS19-492 - NWC of Cactus and Cotton PUD RZ - Vicinity - 110519
 3. 02 - FS19-492 - NWC of Cactus and Cotton PUD RZ - PUD Document - 110519
 4. 04 - FS19-492 - NWC of Cactus and Cotton PUD RZ - Citizen Review - 110519
 5. 19.10.24 EVR Ord 2019-29 PUD-RZ of NWC of Cactus and Cotton
 6. 05 - FS19-492 - NWC of Cactus and Cotton PUD RZ - Public Engagement - 110519
 7. 06 - FS19-492 - NWC of Cactus and Cotton PUD RZ - CC PowerPoint - 110519
-

2 **Case:** **FS19-492**

3 **Project Name:** Northwest Corner of Cactus Road and Cotton Lane PUD

4 **Council District:** 3 - Mesquite

5 **Meeting Date:** **November 5, 2019**

6 **Planner:** Hobart Wingard, Planner II

7

8 **Owner:** NWC Cotton Lane and Cactus, LLC

9 **Applicant:** Beus Gilbert, PLLC

10 **Request:** Zone Change 4.19 acres of land from Residential
11 Ranch (RR) to Northwest Corner of Cactus Road and
12 Cotton Lane Planned Unit Development (CR-PUD)

13 **Site Location:** Generally, on the northwest corner of Cactus Road and
14 Cotton Lane

15 **Area:** 4.19 acres of a 34.26 acre PUD

16 **General Plan Conformance:** The proposal is not consistent with the Surprise General
17 Plan 2035

18 **Support/Opposition:** Refer to the attached Citizen Participation Report

19

20

21

22 **PROJECT DESCRIPTION:**

23 The subject request involves the rezoning of approximately 4.19 acres of land from
24 Residential Ranch (RR) to Northwest Corner of Cactus Road and Cotton Lane PUD with
25 the underlying land use of Regional Commercial (CR-PUD).

26

27

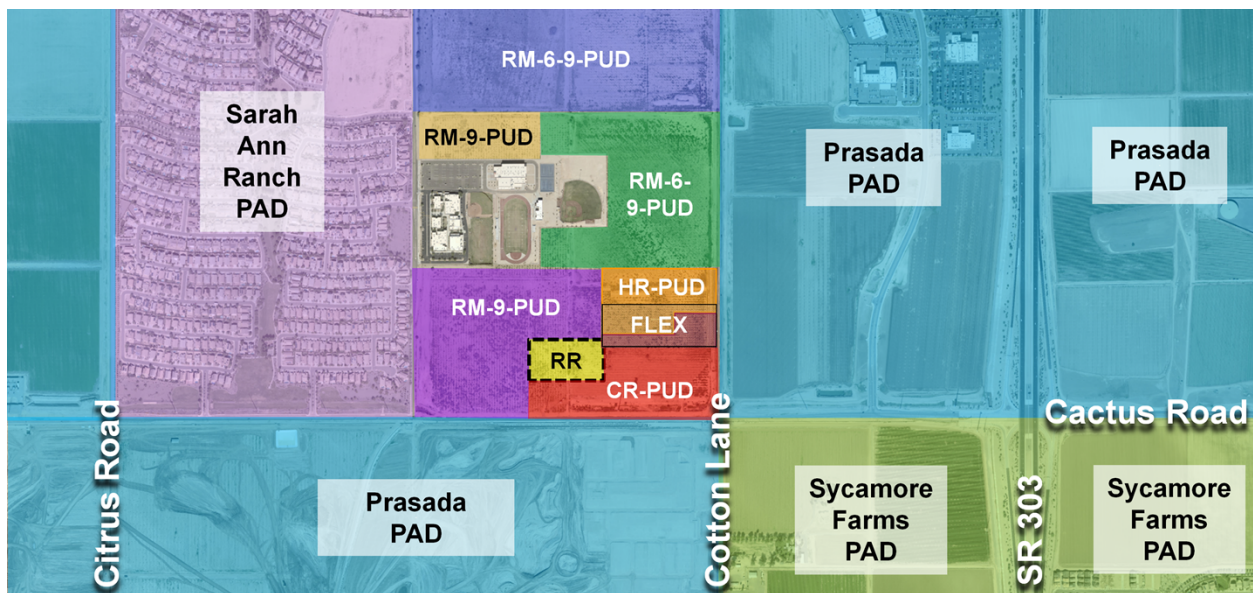
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30

EXISTING ZONING:

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



Cactus and 175 th PUD (RM-9-PUD)	Cactus and 175 th PUD (RM-9-PUD)	Northwest Corner of Cactus Road and Cotton Lane (RH-CR-PUD)
Cactus and 175 th PUD (RM-9-PUD)	Residential Ranch RR	Northwest Corner of Cactus Road and Cotton Lane (CR-PUD)
Cactus and 175 th PUD (RM-9-PUD)	Northwest Corner of Cactus Road and Cotton Lane (CR-PUD)	Northwest Corner of Cactus Road and Cotton Lane (CR-PUD)

BACKGROUND:

June 24, 2010: The Mayor and City Council approved a PUD for the Northwest Corner of Cactus Road and Cotton Lane PUD under Case FS10-051.

January 17, 2017: The Mayor and City Council approved an Annexation for the subject property under Ordinance 2017-01.

June 27, 2019: Staff held a Concept Review meeting for a PUD Rezone under Case CR19-412.

July 11, 2019: The applicant filed a request for a PUD Rezone for the Northwest Corner of Cactus Road and Cotton Lane PUD, under Case FS19-492, the subject case.

October 17, 2019: The Planning and Zoning Commission recommended approval of the subject PUD Rezone to the Mayor and City Council.

CITIZEN REVIEW:

The applicant held a Citizen Review meeting on August 20, 2019 at the Residence Inn by Marriott located at 16418 North Bullard Avenue. The results of that meeting are summarized in the attached Citizen Review Participation Report. The site was also posted in accordance with the Surprise Unified Development Code (“SUDC”) and state statute. The City of Surprise also sent notices via First Class mail in accordance with the SUDC and state statute.

ANALYSIS AND DISCUSSION:

On behalf of NWC Cotton Lane and Cactus, LLC, Beus Gilbert PLLC is requesting an amendment to the existing Northwest Corner of Cactus Road and Cotton Lane PUD (FS10-51) originally approved on June 24, 2010 with Ordinance 2010-13.

As originally divided while under the jurisdiction of Maricopa County, the parcel boundaries in this area create awkward development patterns. At the request of the City of Surprise Community Development Department, the property owners began working together to reconfigure the parcels to provide better connectivity and logical planning of future uses. With the ensuing parcel reconfiguration, the existing PUD needs to be amended to reflect the current parcels and ownership. 4.19 acres of land has already been removed from the PUD as part of the Gehan Homes PUD, approved by Council on April 16, 2019 with Ordinance 2019-09 and the sole purpose of this amendment is to add 4.19 acres of Residential Ranch (RR) to the PUD in exchange for that which was already removed in the Northwest Corner of Cactus Road and Cotton Lane PUD previously.

UTILITY AND SERVICES TABLE:

Electric	APS
Water	EPCOR
Wastewater	City of Surprise
Refuse	City of Surprise
Natural Gas	Southwest Gas
Schools	Dysart USD

CONFORMANCE WITH ADOPTED PLANS:

Surprise General Plan 2035: The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which discourages Regional Commercial Uses. Because the Northwest Corner of Cactus Road and Cotton Lane PUD was approved in 2010, prior to the adoption of the General Plan 2035, with a zoning Designation of CR-HD-PUD, staff feels the addition of the 4.19 acre parcel would complement the existing CR zoned lands.

86 **REVIEWING AGENCIES:**

87 All City reviewing departments have reviewed the request and expressed no objections.
88 The subject Site Plan was also routed to the standard external reviewing agencies, who
89 offered the following comments:

90 **Luke Air Force Base (LAFB):** In an email dated July 23, 2019, LAFB indicates no
91 objections to the request, but advises the applicant review sound attenuation
92 requirements found in ARS 28-8482 and engage in a strong notification program with
93 respect to the air base and its operations. The letter is attached.

94 **Maricopa Water District (MWD):** In an email dated July 23, 2019, MWD indicated that
95 the proposed rezone does not impact MWD.

96 **Arizona Department of Transportation (ADOT):** In an email dated July 15, 2019,
97 ADOT indicated they have no objections to the project.

98 **Flood Control District of Maricopa County (FCD):** In an email dated July 18, 2019,
99 FCD indicated that prior to obtaining a building permit; either a floodplain use permit or a
100 CLOMR/LOMR would be required by the District for the parcel/lots since there is a
101 FEMA floodplain delineated on it.

102

103 **SUMMARY:**

104 The applicant seeks to add an abutting 4.19 acre parcel to the Regional Commercial
105 portion of the Northwest Corner of Cactus Road and Cotton Lane PUD.

106

107 **FINDINGS:**

- 108 • The proposed zone change is not consistent with the Surprise General Plan 2035.
109 • The proposed zone change is consistent with the Northwest Corner of Cactus Road
110 and Cotton Lane PUD.
111 • There are no objections to the request.

112

113 **RECOMMENDATION:**

114 On October 17, 2019 the Planning and Zoning Commission passed a motion to
115 recommend approval to the Mayor and City Council of Zone Change case FS19-492,
116 subject to stipulations 'A' through 'B' outlined below:

117 A. Development and use of the site shall be in conformance with the PUD Rezone
118 document entitled "Northwest Corner of Cactus Road and Cotton Lane 1st PUD
119 Amendment," consisting of 12 pages, prepared by Beus Gilbert, PLLC and
120 stamped received September 9, 2019.

121 B. Non-compliance with the stipulations of approval of this case will be treated as a
122 violation in accordance with the provisions of Article XIV of the Surprise Unified
123 Development Code.

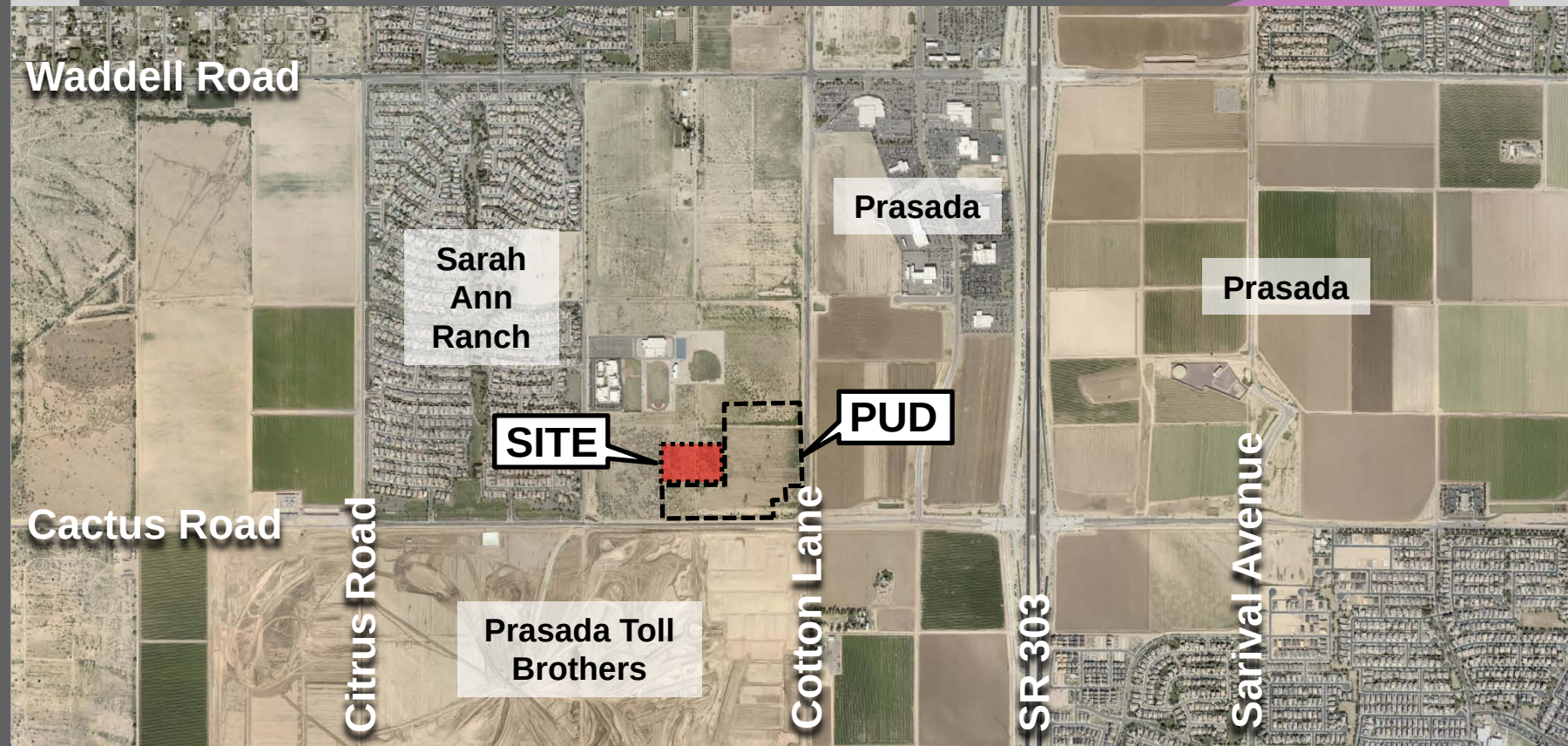
124 However, should the Mayor and City Council wish to recommend denial of the request, the
125 Mayor and Council should make its own findings and base its decision on those alternative
126 findings.

127 **ATTACHMENTS:**

- 128 01 - Vicinity Maps
- 129 02 - Amended PUD Document
- 130 03 - Ordinance
- 131 04 - Citizen Participation Report
- 132 05 - Public Engagement Form
- 133 06 - PowerPoint

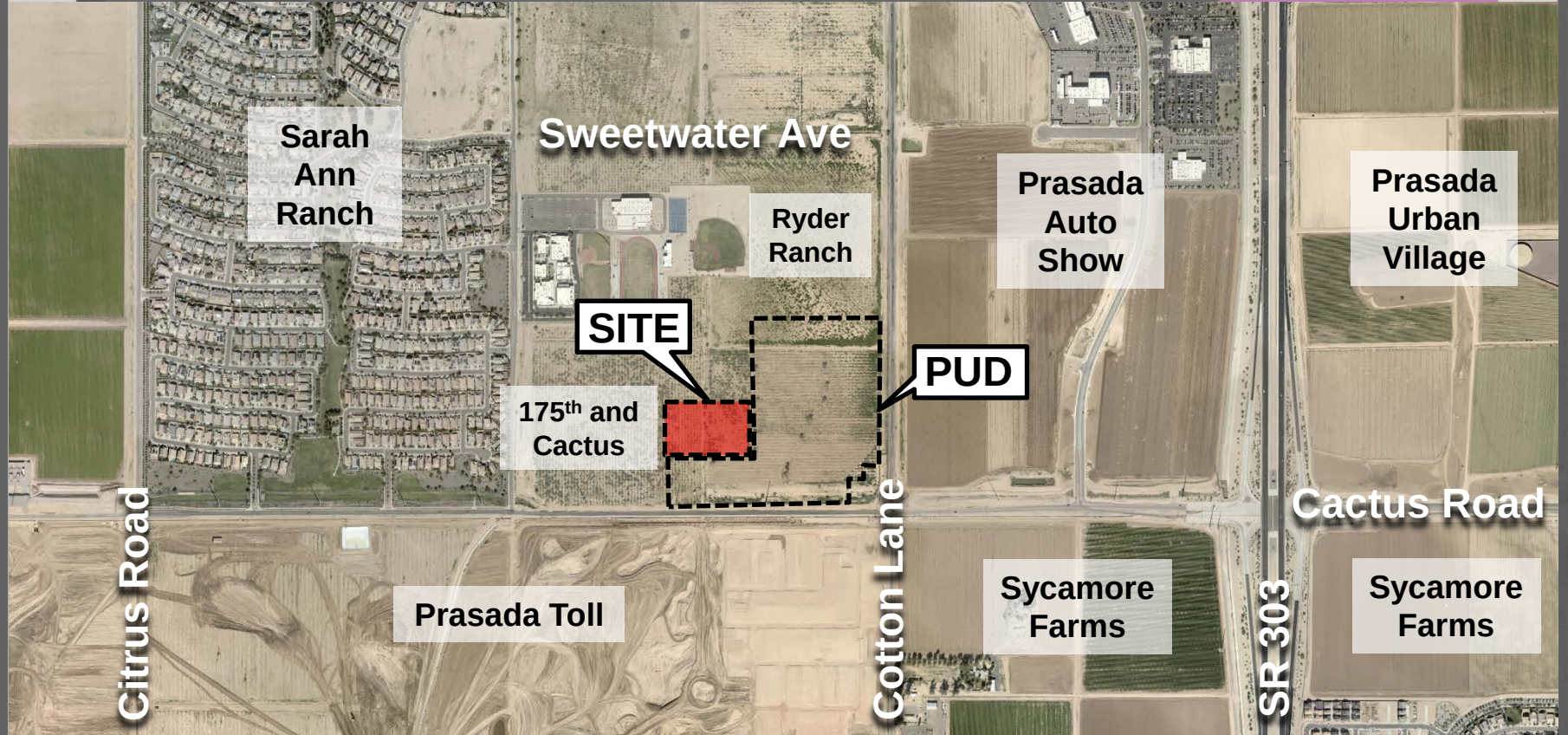
VICINITY MAP

FS19-492
NWC Cotton and Cotton



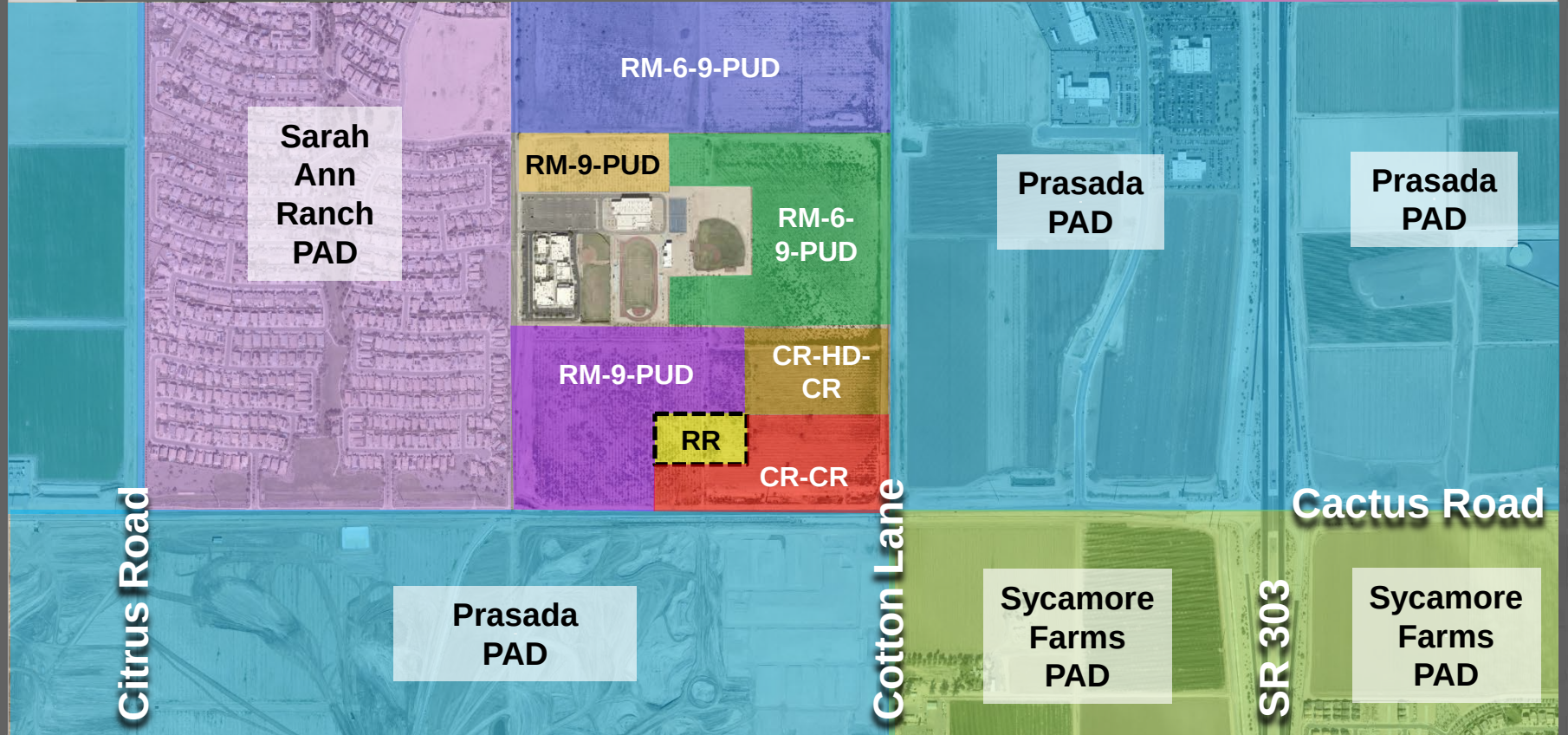
VICINITY MAP

FS19-492
NWC Cotton and Cotton



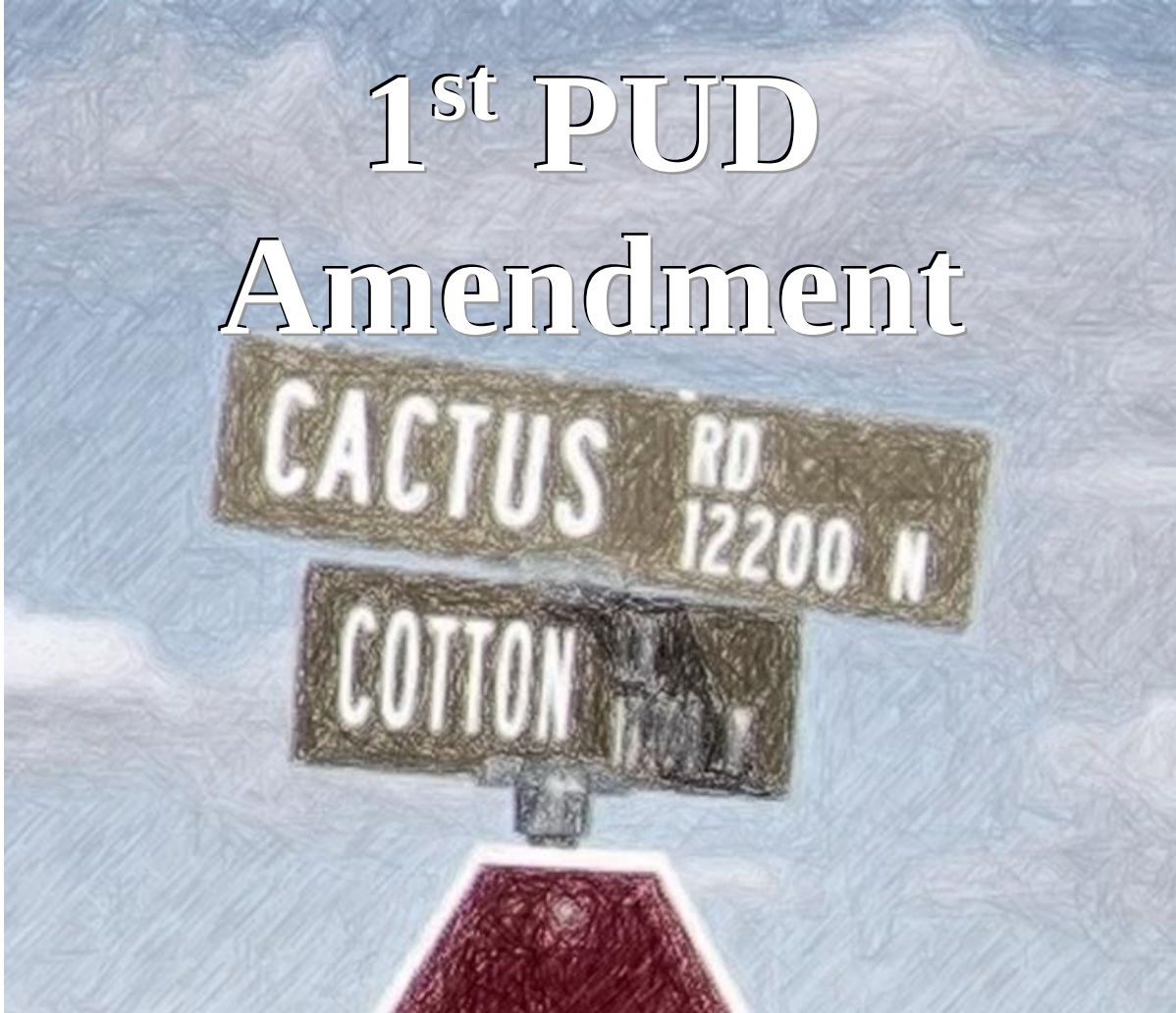
ZONING

FS19-492
NWC Cotton and Cotton



Northwest Corner of Cactus Road and Cotton Lane

1st PUD Amendment



FS19-492

Prepared by:
Andy Jochums
Beus Gilbert PLLC
701 N 44th Street
Phoenix, AZ 85008
Tel: 480-429-3063

Prepared for:
NWC Cotton Lane & Cactus LLC &
JM AT CCL, LLC
c/o Beus Gilbert
701 N 44th Street
Phoenix, AZ 85008

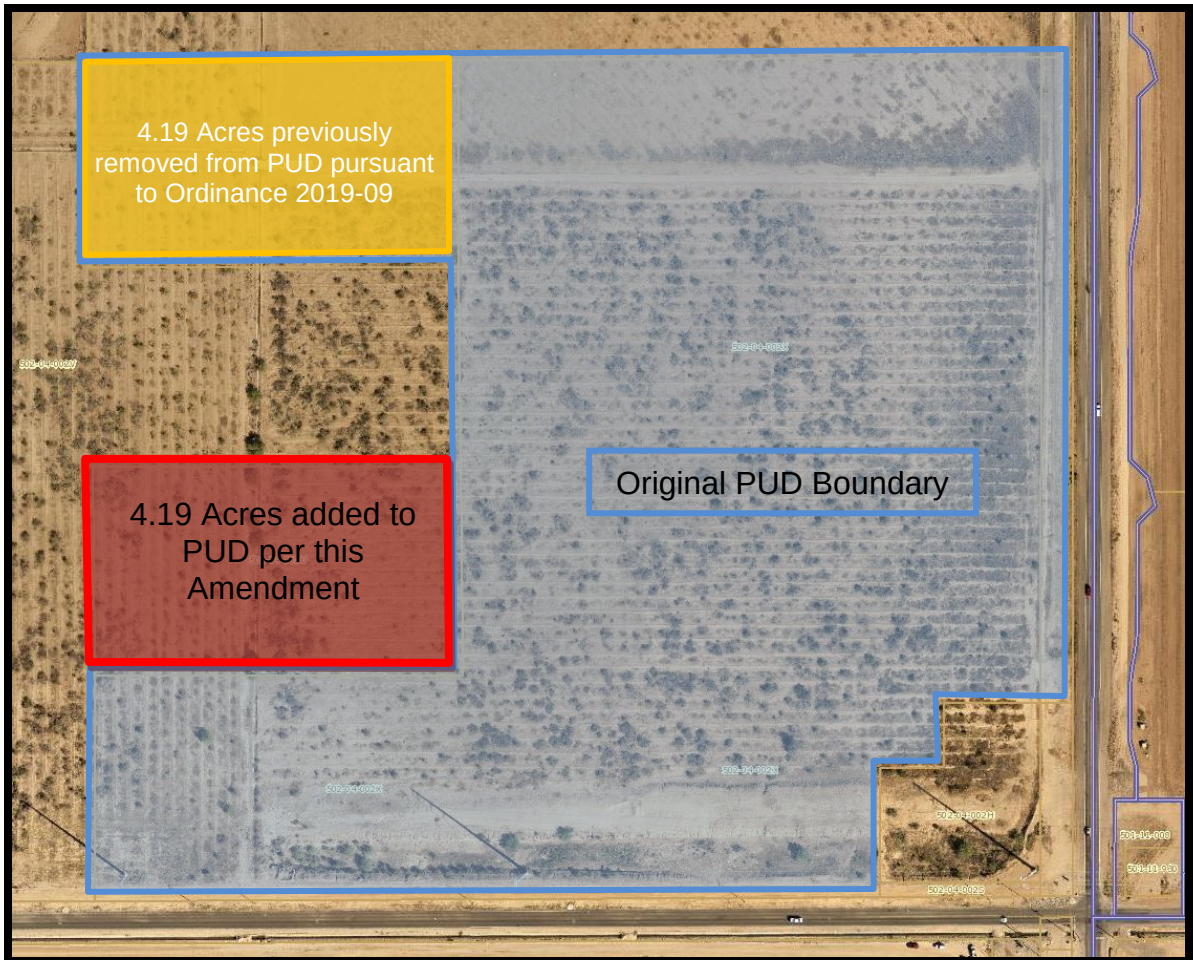
September 9, 2019

NWC Cactus Road and Cotton Lane 1st PUD Amendment

Introduction

On behalf of NWC Cotton Lane & Cactus LLC, Beus Gilbert PLLC is requesting an amendment to the existing NWC Cactus Road and Cotton Lane PUD (FS10-51) originally approved on June 24, 2010 with Ordinance 2010-13.

As originally divided while under the jurisdiction of Maricopa County, the parcel boundaries in this area created awkward development patterns. At the request of the Surprise Community Development Department, the property owners began working together to reconfigure the parcels to provide better connectivity and logical planning of future uses. With the ensuing parcel reconfiguration, the existing PUD needs to be amended to reflect the current parcels and ownership. 4.19 acres of land has already been removed from the PUD as part of the Gehan Homes PUD, approved by Council on April 16, 2019 with Ordinance 2019-09 and the sole purpose of this amendment is to add 4.19 acres of new land to the PUD in exchange for that which was already removed.



NWC Cactus Road and Cotton Lane 1st PUD Amendment

Description of Proposal

The subject property is proposed to be developed with a mix of commercial and high density residential. The residential will be limited to a maximum of a total of 384 units and the commercial is planned with regional commerce uses (CR-PUD).

A Final Site Plan shall be required to be submitted and approved, as required by the Surprise Municipal Code prior to any development.

Land Use Designations

As shown within the attached Land Use Plan, Exhibit D, the subject property is proposed to be developed with a mix of commercial and high density residential. The southern 29.9 acres fall under the Regional Commercial (CR-PUD) Use District while the northern 11.3 acres fall under the Residential High Density (RH-PUD) Use District. As part of the PUD overlay, flexibility of the zoning boundaries is expected. The 7.25 acre area between the two zoning districts, as shown on the Land Use Plan, shall be designated a flex zone, where the proposed zoning boundaries can be finalized at the time of Site Plan Approval. As such, any modifications to the zoning boundaries that is within the designated flex zone shall be reviewed and approved by the Community Development Director. However, any increase to the area of land within the Residential High Density (RH-PUD) Use District shall not permit an increase to the maximum number of dwelling units beyond a total of 384 dwelling units.

Development standards as part of the PUD overlay for these districts are included herein.

Planned Unit Development Overlay

Development Standards

Unless specifically modified herein, the development of the property shall comply with Chapter 122 of the Surprise Municipal Code known as the Surprise Unified Development Code (“SUDC”) in effect at the time of PUD Zoning approval. The subject property shall utilize the Marketplace Character Pattern as described in Section 122-37 of the Surprise Unified Development Code (SUDC).

NWC Cactus Road and Cotton Lane 1st PUD Amendment

Development Standards -- continued

Regional Commercial (CR)						
	Min. Lot Area	Min. Lot Width	Min. Front or Street Side Setback (1) (2)	Min. Side & Rear Setback (1)	Maximum Building Height	
	N/A	N/A	20’	0’ (3)(4)	45’ (4)	
Residential High Density (RH) (5)						
	Maximum Number of Dwelling Units	Maximum Gross Density	Min. Front or Street Side Setback (1) (2)	Min. Side & Rear Setback (1)	Maximum Building Height	Min. Recreational Space per D/U
	384	30	20’	15’ (4)	72’ (6 stories)(4)	30%

- (1) All setbacks are subject to the applicable adopted Building Codes.
- (2) Build-to-Lines as part of Character Patterns are not required to be established for projects within this PUD. Minimum front and street side setbacks will be traditional and follow the table above.
- (3) A 20' minimum building setback is required for Commercial uses next to Multi-Family or Single-Family Attached Residential Zoning. A 45' minimum building setback is required for Commercial uses next to Single-Family Detached Residential Zoning.
- (4) When directly adjacent to Single-Family Detached Residential Zoning, for any commercial or residential building that exceeds a height of 35', the side and/or rear minimum setback shall have an additional distance of 1' for each 1' of building height above 35'.
- (5) These High Density Residential Development standards assume the property will develop as multi-family apartments. If a single-family attached product is developed, the minimum lot dimensions and setbacks shall be determined at the time of Preliminary Plat and/or Final Plat approval whichever comes first.

Parking and Loading Standards

All provisions in Article IX of Chapter 122 of the Surprise Unified Development Code (SUDC) at the time of PUD approval shall apply.

Landscape Standards

The provisions of article X of Chapter 122 of the Surprise Unified Development Code (SUDC) at the time of PUD approval shall apply with the following additions related to landscaping and hardscaping within the proposed APS Power Line Easement along the north edge of Cactus Road:

NWC Cactus Road and Cotton Lane 1st PUD Amendment

Landscape Standards -- continued

- (1) Trees, shrubs and hardscape elements which could hinder access and maintenance of the power line poles by APS should not be located within 50' of base of the poles.
- (2) The location of all trees or screening walls or the alteration of ground level within with APS Easement shall first be approved by the appropriate APS representative before permitted by the City of Surprise.
- (3) The species of all trees within the APS Easement should be limited to those indicated in Exhibit C, which lists the currently acceptable species of trees allowed by APS under their power lines. This list is not an absolute list and species may be added or removed at the sole discretion of APS Representatives at the time landscaping plans are presented to them for their approval.

Lighting Standards

All provisions in Article XI of Chapter 122 of the Surprise Unified Development Code (SUDC) at the time of PUD approval shall apply as well as any applicable Engineering Development Standards.

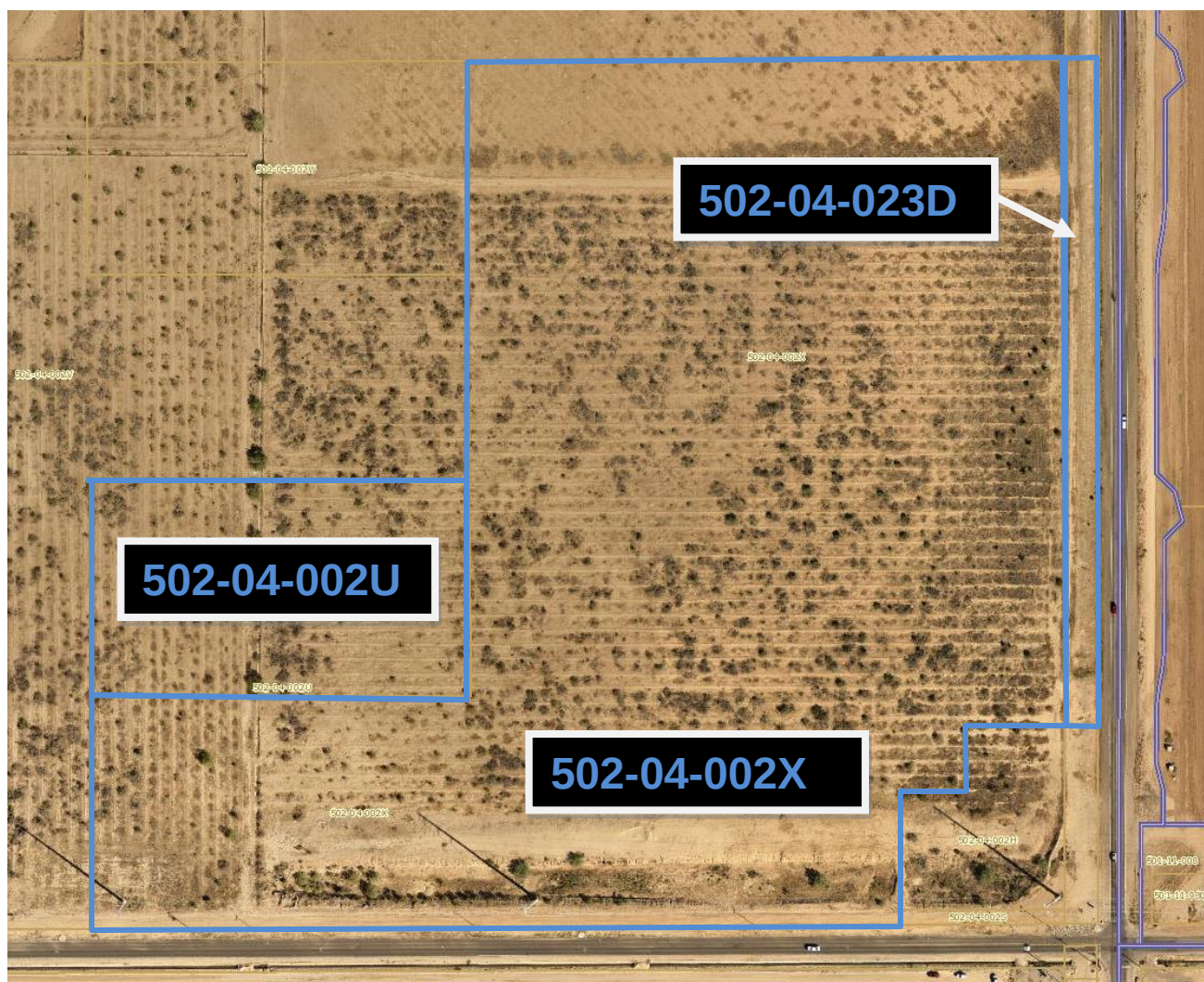
Signage Standards

All provisions in Chapter 113 of the Surprise Unified Development Code (SUDC) at the time of PUD approval shall apply.

Grading and Drainage Standards

All provisions of the Engineering Development Standards shall apply. Prior to final site plan approval of any parcels impacted by the existing flood plain, a Conditional Letter of Map Revision (CLOMR) will be filed with FEMA to request a Letter of Map Revision (LOMR) to reclassify the flood zone designation to Zone X on the FIRM maps and eliminate the parcel from being in a flood zone.

Parcel Map



***NWC Cactus Road and Cotton Lane
1st PUD Amendment***

Exhibit “B”

**Legal Description
Zoning Boundary Survey**

Original PUD Property

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 333.01 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST ALONG THE SAID LINE, A DISTANCE OF 1,223.09 FEET TO A POINT THAT LIES 1089.24 FEET EASTERLY OF THE SOUTH QUARTER CORNER OF SAID SECTION 14;

THENCE NORTH 0 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 381.90 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, A DISTANCE OF 573.52 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 633.80 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, A DISTANCE OF 575.97 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 316.90 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, A DISTANCE OF 1567.01 FEET;

THENCE SOUTH 0 DEGREES 22 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 999.62 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, A DISTANCE OF 233.00 FEET;

THENCE SOUTH 0 DEGREES 22 MINUTES 01 SECONDS WEST, A DISTANCE OF 100.00 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, A DISTANCE OF 100.00 FEET;

THENCE SOUTH 0 DEGREES 22 MINUTES 01 SECONDS WEST, A DISTANCE OF 233.00 FEET TO THE **POINT OF BEGINNING**.

**NWC Cactus Road and Cotton Lane
1st PUD Amendment**

Exhibit “B” – Continued (Page 2 of 3)

Property removed from PUD pursuant to Ordinance 2019-09

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 2009552092, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS NORTH 00 DEGREES 22 MINUTES 01 SECONDS EAST, A DISTANCE OF 2640.39 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2645.33 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 23 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1332.63 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, A DISTANCE OF 1077.62 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, A DISTANCE OF 575.97 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, A DISTANCE OF 316.90 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, A DISTANCE OF 575.97 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 316.90 FEET TO THE **POINT OF BEGINNING**.

***NWC Cactus Road and Cotton Lane
1st PUD Amendment***

Exhibit “B” – Continued (Page 3 of 3)

Property Added to PUD with this Amendment

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 2009-1021524, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS NORTH 00°22'01" EAST, A DISTANCE OF 2640.39 FEET; THENCE NORTH 89°59'50" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1556.10 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°00'10" EAST, A DISTANCE OF 381.90 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°00'10" EAST, A DISTANCE OF 318.25 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 573.52 FEET;

THENCE SOUTH 00°00'10" WEST, A DISTANCE OF 318.25 FEET;

THENCE NORTH 89°59'50" WEST, A DISTANCE OF 573.52 FEET TO THE **POINT OF BEGINNING**.

***NWC Cactus Road and Cotton Lane
1st PUD Amendment***

Exhibit “C”

Acceptable Trees Allowed Within APS Rights of Way

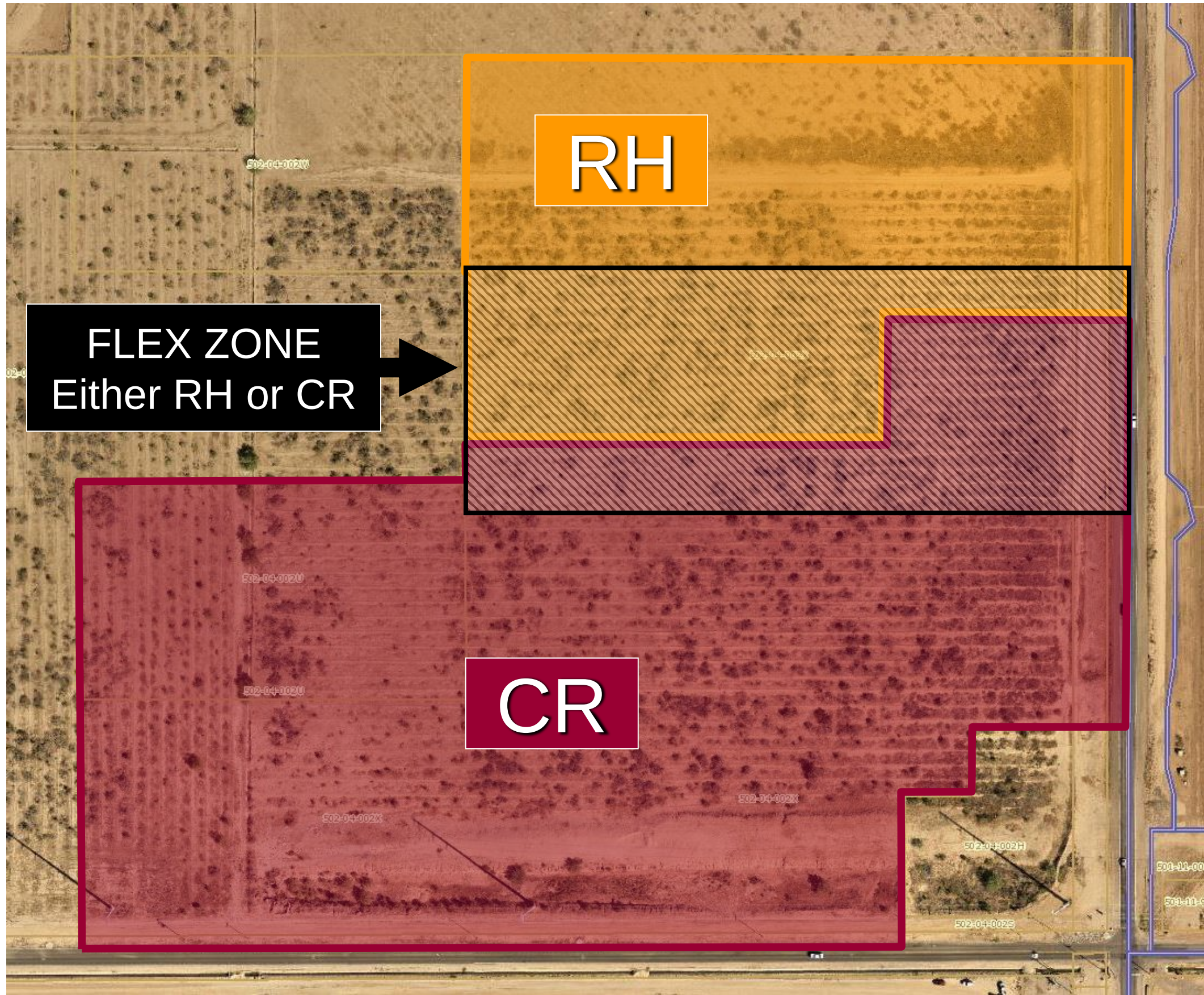
- Cascalote (*Caesalpinia cacalaco*)
- Chaste Tree (*Vitex angus-castus*)
- Desert Willow (*Chilopsis linearis*)
- Evergreen Pear (*Pyrus kawakamii*)
- Foothills Palo Verde (*Cercidium microphyllum*)
- Grapefruit
- Mediterranean Fan Palm (*Washingtonia robusta*)
- Mimosa (*Albizia julibrissin*)
- Monk's Pepper Tree (*Vitex angus-castus*)
- Mulga (*Acacia aneura*)
- Orange
- Palo Brea (*Cercidium praecox*)
- Purple Leaf Plum (*Prunus cerasifera* 'Krauter Vesuvius')
- Pygmy Date (*Phoenix roebelenii*)
- Sweet Acacia (*Acacia smallii*)
- Texas Ebony (*Pithecolobium-Pithecellobium flexicaule*)

***NWC Cactus Road and Cotton Lane
1st PUD Amendment***

Exhibit “D”

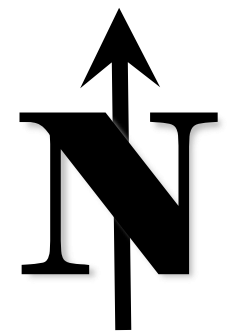
Zoning (Land Use Plan)

(Following Page)



NWC Cactus Road and Cotton Lane

Land Use Plan



NTS

Exhibit D

9-09-2019

**Cactus and Cotton PUD
1st Amendment
FS19-492**

Citizen Outreach Report

REVIEW MEETING DETAILS

DATE: Tuesday, August 20, 2019
TIME: 6:00 PM
LOCATION: Residence Inn
16418 N. Bullard Avenue, Surprise

Notice was sent by the City of Surprise to all residents and HOA's within 300 feet of the property. It was also published in the paper and two double-faced sign reflecting the meeting schedule were put on the property. (See attached notice and affidavit of posting)

Applicant Representatives:

Andy Jochums – Beus Gilbert McGroder PLLC
Matt Werner – Provestus Development (Legacy School)

City of Surprise Representative

City Councilman Patrick Duffy
Assistant Planning Director Lloyd Abrams
Current Planning Supervisor Robert Kuhfuss
Senior Planner Hobart Wingard

Neighbor Participants

See attached Sign-in Sheet

Meeting Summary

Those in attendance had no question on the PUD Amendment, which simply adds 4.18 acres to the existing PUD and designates it with Regional Commercial uses. The conversations surrounded the fact that a charter school could be a potential user of the property. Matt Werner lead a discussion on how his school would address traffic circulation and City Staff discussed the existing Paradise Honors school and improvements that will help their traffic woes.

Notice of Public Hearing

City of Surprise

Neighborhood Meeting Planning & Zoning

Date: Tues., August 20, 2019
Time: 6:00 P.M.
Location: Residence Inn by Marriott
16418 N. Bullard Avenue
Surprise, AZ 85374

Date: TBD
Time: 6:00 P.M.
Location: Surprise City Hall
16000 N. Civic Ctr. Plaza
Surprise, AZ 85374

City Council

Case #: FS19-492.

Request: Zone change of approximately 4.19 acres of land located northwest of the northwestern corner of Cactus Road and Cotton Lane from Residential Ranch ("RR") to Regional Commercial ("CR") with a Planned Unit Development ("PUD") Overlay, under Case FS19-492.

Please call to confirm dates:
623-222-3011



7/31/19 06:29:44

Notice of Public Hearing

City of Surprise

Neighborhood Meeting Planning & Zoning

Date: Tues., August 20, 2019
Time: 6:00 P.M.
Location: Residence Inn by Marriott
16418 N. Bullard Avenue
Surprise, AZ 85374

Date: TBD
Time: 6:00 P.M.
Location: Surprise City Hall
16000 N. Civic Ctr. Plaza
Surprise, AZ 85374

City Council

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Please call to confirm dates:
623-222-3011



7/31/19 06:54:22

Notice of Public Hearing

City of Surprise

Neighborhood Meeting Planning & Zoning

Date: Tues., August 20, 2019
Time: 6:00 P.M.
Location: Residence Inn by Marriott
16418 N. Bullard Avenue
Surprise, AZ 85374

Date: TBD
Time: 6:00 P.M.
Location: Surprise City Hall
16000 N. Civic Ctr. Plaza
Surprise, AZ 85374

City Council

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Request: Zone change of approximately 4.19 acres of land located northwest of the northwestern corner of Cactus Road and Cotton Lane from Residential Ranch ("RR") to Regional Commercial ("CR") with a Planned Unit Development ("PUD") Overlay, under Case FS19-492.

Please call to confirm dates:
623-222-3011



7/31/19 06:29:56

Notice of Public Hearing

City of Surprise

Neighborhood Meeting Planning & Zoning

Date: Tues., August 20, 2019
Time: 6:00 P.M.
Location: Residence Inn by Marriott
16418 N. Bullard Avenue
Surprise, AZ 85374

Date: TBD
Time: 6:00 P.M.
Location: Surprise City Hall
16000 N. Civic Ctr. Plaza
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City Council

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Request: Zone change of approximately 4.19 acres of land located northwest of the northwestern corner of Cactus Road and Cotton Lane from Residential Ranch ("RR") to Regional Commercial ("CR") with a Planned Unit Development ("PUD") Overlay, under Case FS19-492.

Please call to confirm dates:
623-222-3011



7/31/19 06:54:38

AFFIDAVIT OF POSTING

Application No: FS19-492
Applicant Name: Beus Gilbert PLLC
Location: Northwest of the Northwest corner of Cactus Rd and Cotton Rd
Date Site Posted: July 31st, 2019

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior to** the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Maria Hitt 7/31/19
Applicant/Representative Signature Date

This instrument was acknowledged before me on this 31st day of July,
2019, and by Maria Hitt. I witness whereof I hereunto

set my hand and official seal.



Marybeth Conrad
Notary Public
10-25-20
My commission expires

Neighborhood Meeting

Sign-In Sheet

Tuesday, August 20, 2019, 6:00 p.m., Residence Inn, 16418 N. Bullard Avenue, Surprise, AZ

Rezone: Amendment to existing NWC Cactus Road and Cotton Lane PUD (FS10-51) originally approved on June 24, 2010 with Ordinance 2010-13 to add 4.19 acres to the property

Location: Northwest corner of Cactus Road and Cotton Lane

This Sign-In Sheet is a Public Record

PLEASE PRINT

Name	Matt Wewer	Phone	702-768-6512
Address & Zip	3125 S Gilboa Rd	E-mail	mett@provestus.com
Name	Jennifer Evander	Phone	623-692-8871
Address & Zip	15409 W. Shangri La Rd. 85379	E-mail	jevander@gmail.com
Name	Kevin Shipman	Phone	n/a
Address & Zip	1133 E Monroa Dr Phoenix, AZ 85024	E-mail	KShipman@gmail.com
Name	Larry Ellis	Phone	
Address & Zip	12897 N 175th Dr	E-mail	Wizdad@gmail.com
Name	DAVE & BARBARA TAYLOR	Phone	
Address & Zip	17579 W COLUMBINE DR	E-mail	dtaylor0623@gmail.com
Name		Phone	
Address & Zip		E-mail	

ORDINANCE 2019-29

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A REZONE WITH A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY AMENDMENT FOR NORTHWEST CORNER OF CACTUS ROAD AND COTTON LANE, GENERALLY LOCATED ON THE NORTHWEST CORNER OF CACTUS ROAD AND COTTON LANE.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is generally located on the northwest corner of Cactus Road and Cotton Lane;

WHEREAS, the subject site is zoned as Residential Ranch (RR);

WHEREAS, the rezone with PUD overlay district is authorized by and satisfies the requirements of Surprise Municipal Code §122-68;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, this rezone with PUD overlay amendment is in harmony with the purposes and intent of the zoning ordinance and the Northwest Corner of Cactus Road and Cotton Lane PUD; and

WHEREAS, on October 17, 2019, the Planning and Zoning Commission recommended approval of the Northwest Corner of Cactus Road and Cotton Lane rezone with PUD overlay amendment.

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

Section 1. *Rezoning with PUD overlay amendment.* The parcel legally described on Exhibit A and depicted on Exhibit B, known as Northwest Corner of Cactus Road and Cotton Lane PUD, is rezoned from Residential Ranch (RR) to Northwest Corner of Cactus Road and Cotton Lane with a PUD Overlay (CR-PUD) subject to the following stipulations:

- A. Development and use of the site shall be in conformance with the PUD Rezone document entitled "Northwest Corner of Cactus Road and Cotton Lane 1st PUD Amendment," consisting of 12 pages, prepared by Beus Gilbert, PLLC and stamped received September 9, 2019.

- B. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the provisions of Article XIV of the Surprise Unified Development Code.

Section 2. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. *Codification.* This ordinance is not of a general nature and will not be codified.

Section 4. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____ 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

Exhibit A

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 2009-1021524, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 14 BEARS NORTH 00°22'01" EAST, A DISTANCE OF 2640.39 FEET; THENCE NORTH 89°59'50" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1556.10 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°00'10" EAST, A DISTANCE OF 381.90 FEET TO THE **POINT OF BEGINNING**;

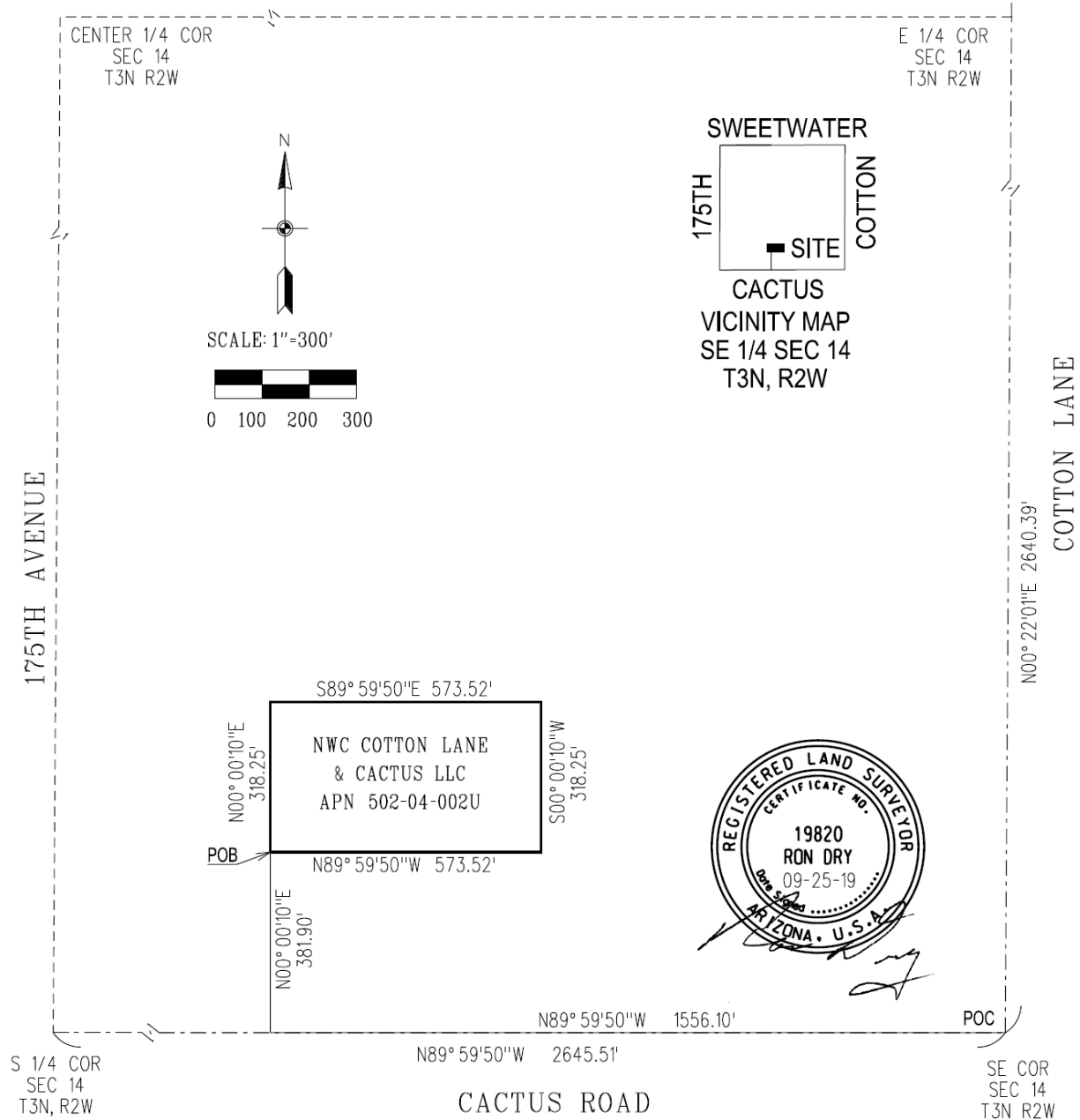
THENCE CONTINUING NORTH 00°00'10" EAST, A DISTANCE OF 318.25 FEET;

THENCE SOUTH 89°59'50" EAST, A DISTANCE OF 573.52 FEET;

THENCE SOUTH 00°00'10" WEST, A DISTANCE OF 318.25 FEET;

THENCE NORTH 89°59'50" WEST, A DISTANCE OF 573.52 FEET TO THE **POINT OF BEGINNING**.

Exhibit B



Ordinance No. 2019-29
RFLS #7009
Rev 09/19

PUBLIC ENGAGEMENT FORM

PROJECT TITLE: Northwest Corner of Cactus Road and Cotton Lane PUD Rezone, FS19-492

OVERALL PUBLIC INVOLVEMENT LEVEL:

This activity will follow the citizen outreach and public hearing notification processes as outlined in state statute and the SUDC.

IDENTIFY STAKEHOLDERS:

Impacted residents; schools; businesses; public at-large; property owners.

OBJECTIVES:

The subject request involves the rezoning of approximately 4.19 acres of land from Residential Ranch (RR) to Northwest Corner of Cactus Road and Cotton Lane PUD with the underlying land use of Regional Commercial (PUD-CR).

PUBLIC ENGAGEMENT STRATEGIES & TOOLS:

Public Engagement & Project timeline:

Public outreach time frame (when to when) 08/20/19

Future Council Work Session/Meetings target dates PZ Commission 10/17/19, City Council 11/05/19

Election dates (if applicable) N/A

Project start/completion dates N/A

Communication Tools and Technique options: (which do you plan to use?)

- ☐ Press releases
- ☒ Public meetings (video/photos, poster boards, fact sheet(s) *do you need Spanish version?)
- ☒ Presentations to boards and commissions, other interested community partners/stakeholders
- ☐ Third-party consultant/moderator (pending budget)
- ☐ Survey (online/paper/both?)
- ☐ Social media
- ☐ Surprise 11
- ☐ Notify Me email/ Council newsletters (opt-in audience)
- ☒ Paid advertising (pending budget)
- ☐ Surprise Progress (mailed quarterly and tied to print deadlines)
- ☐ Booth at city events
- ☐ Paid mailings (pending budget)
- ☐ Creation of a subcommittee/task force
- ☐ Youth/adult activities, registration, or orientation (HOA Academy)
- ☐ Website updates



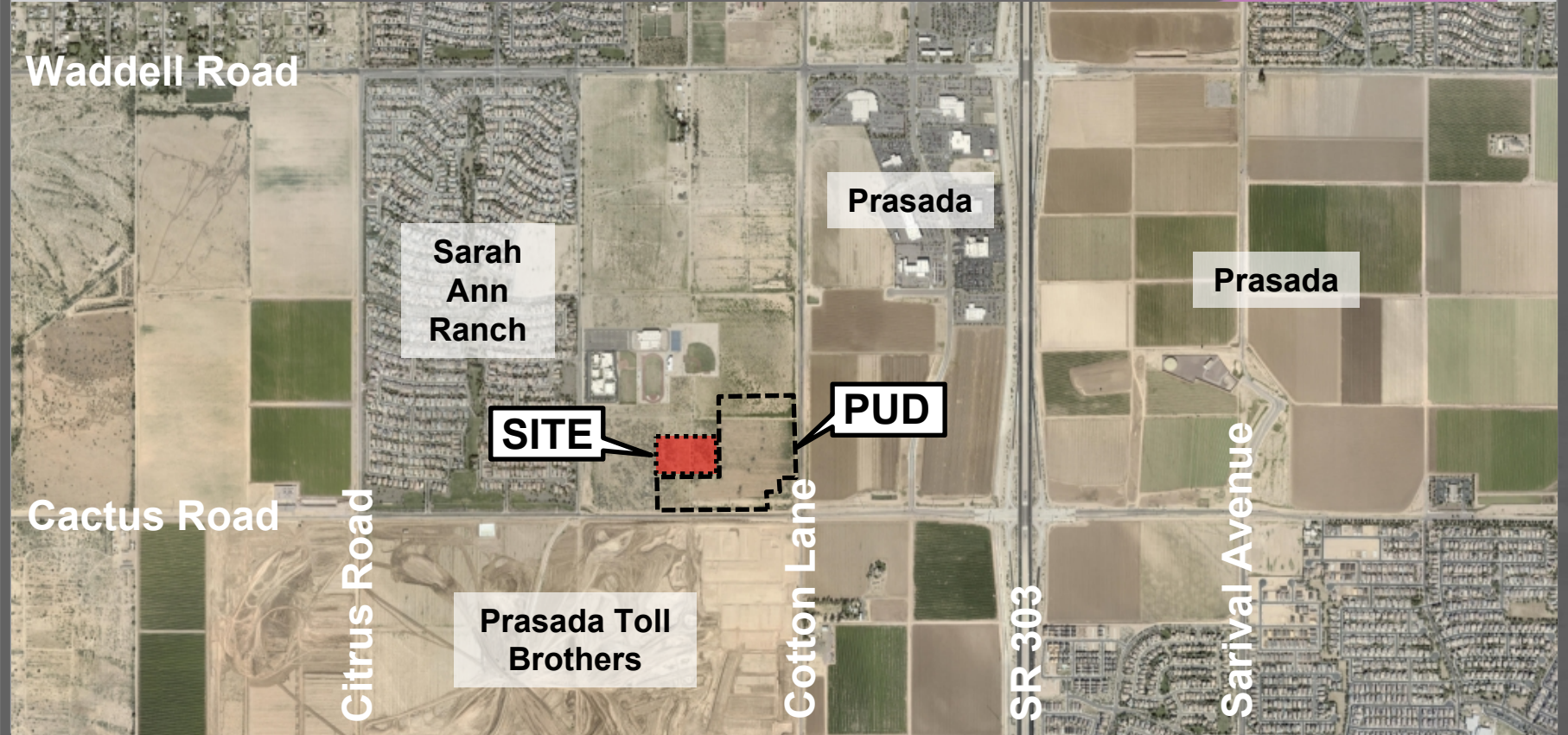
FS19-492

NWC of Cactus Road and Cotton Lane

Mayor and City Council – November 5, 2019

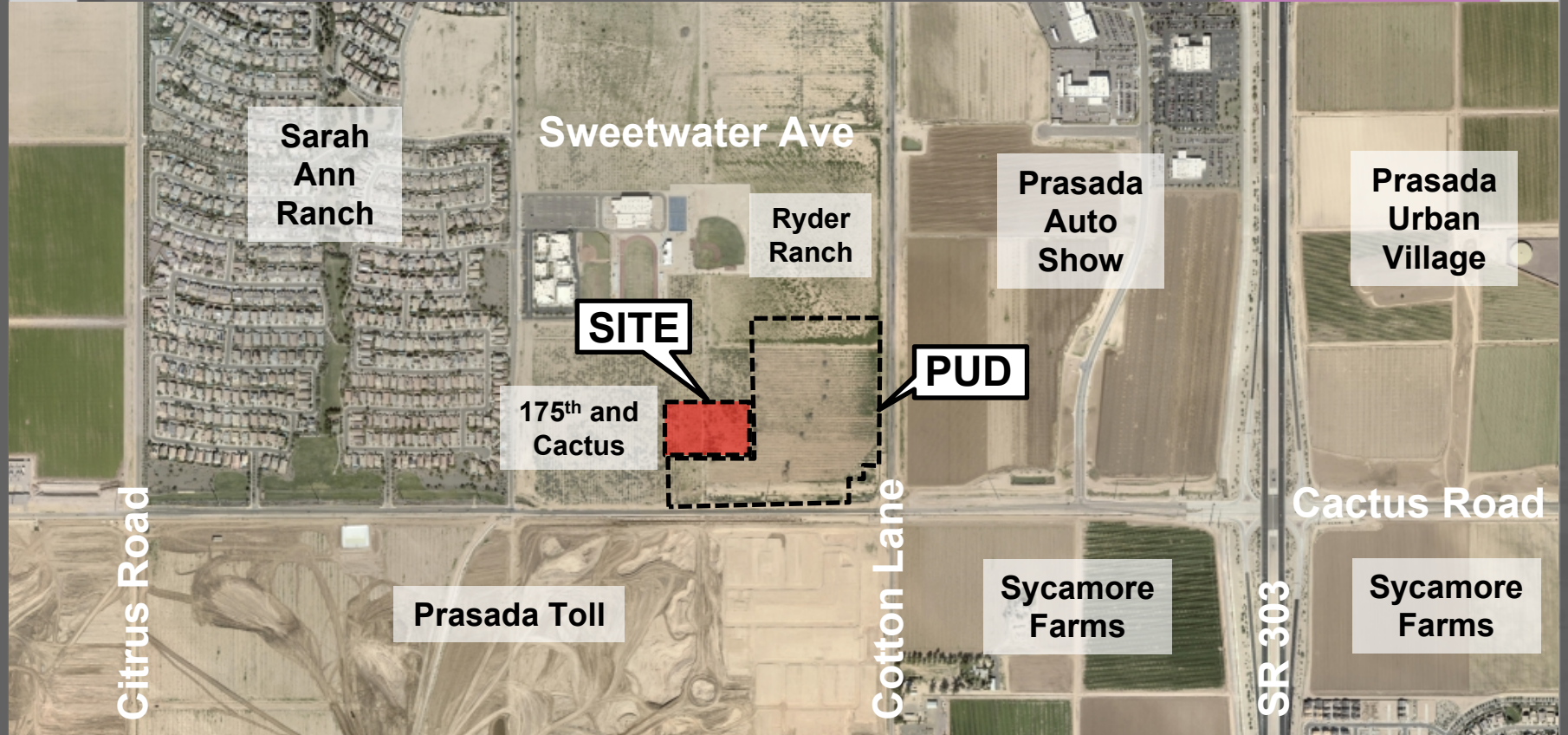
VICINITY MAP

FS19-492
NWC Cotton and Cotton



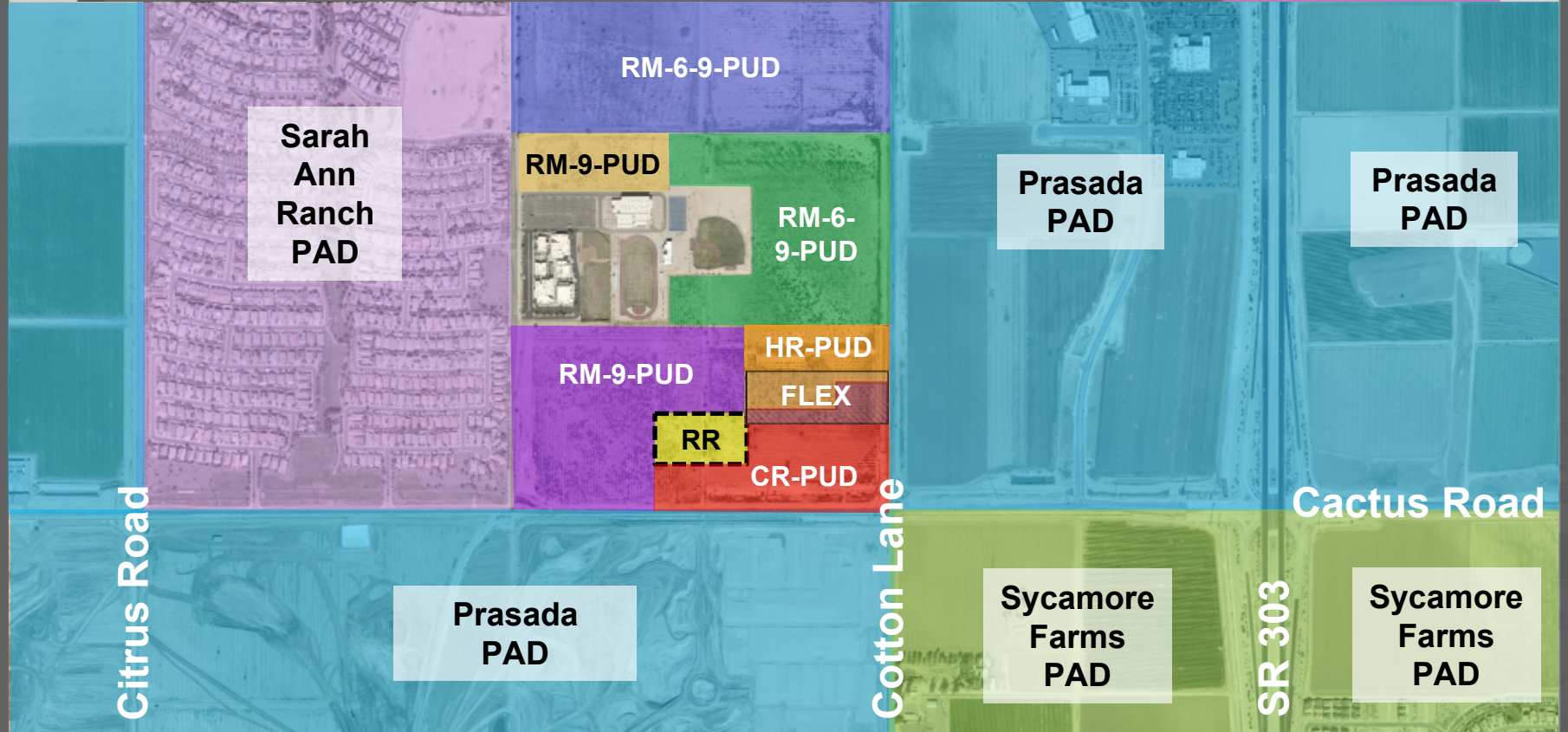
VICINITY MAP

FS19-492
NWC Cotton and Cotton

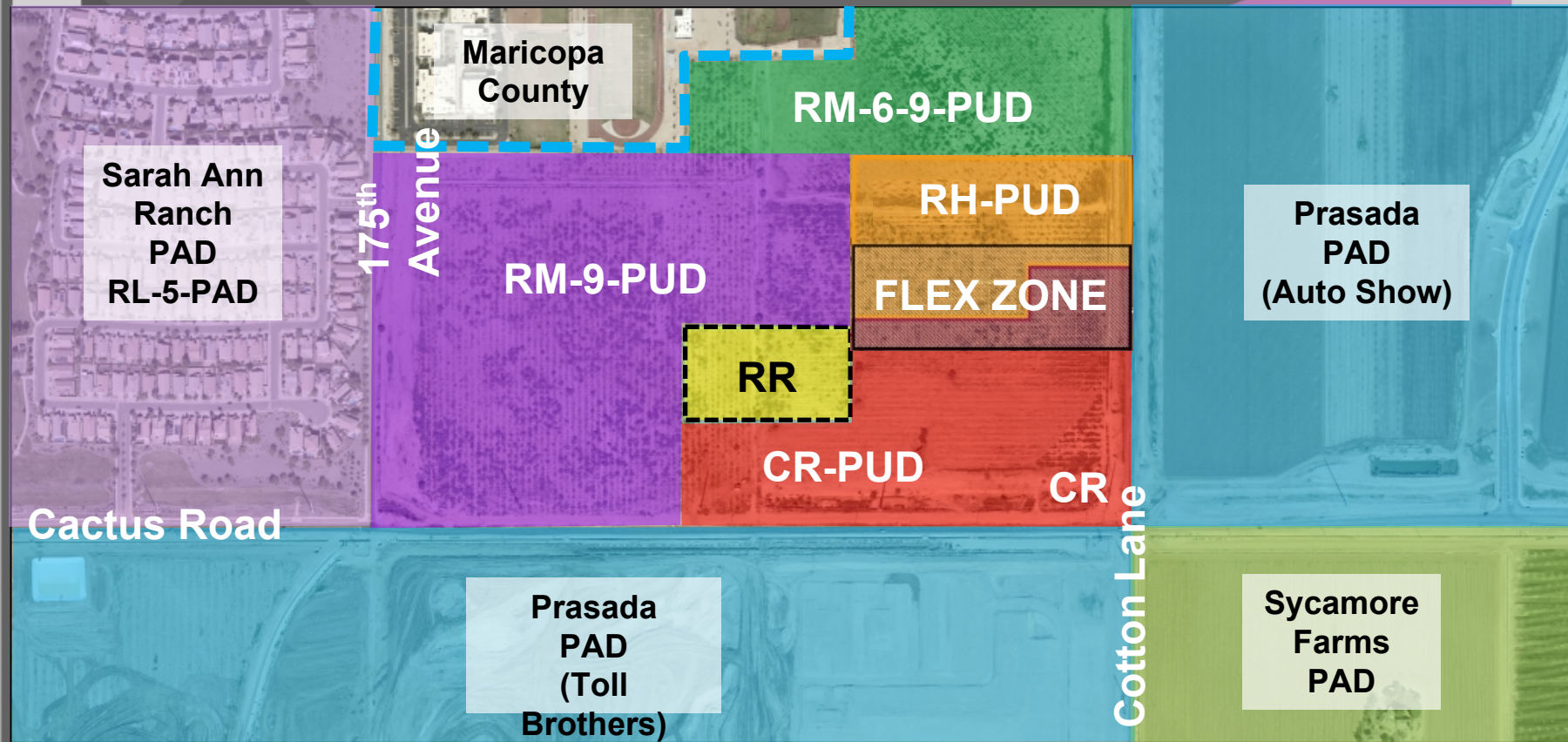


ZONING

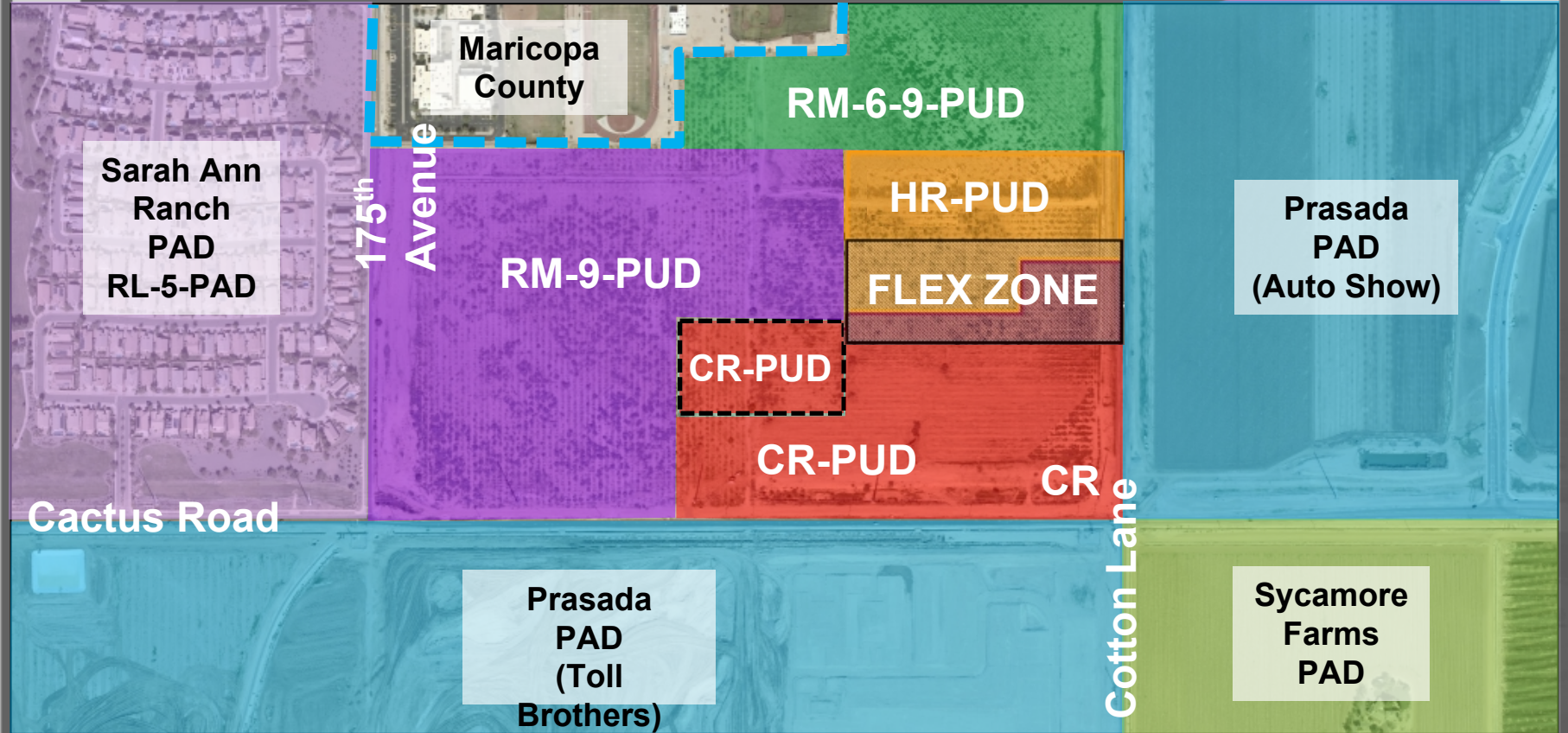
FS19-492
NWC Cotton and Cotton



EXISTING ZONING



PROPOSED ZONING





CONDITIONS

- A. Development and use of the site shall be in conformance with the PUD Rezone document entitled “Northwest Corner of Cactus Road and Cotton Lane 1st PUD Amendment,” consisting of 12 pages, prepared by Beus Gilbert, PLLC and stamped received September 9, 2019.
- B. Non-compliance with the stipulations of approval of this case will be treated as a 149 violation in accordance with the provisions of Article XIV of the Surprise Unified 150 Development Code.



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019 Contact Person: Hobart Wingard, PLANNER II
Submitting Department: Community Development District: District 3
Staff Recommendations:

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

Agenda Wording:

Presentation, discussion and public hearing pertaining to case FS19-445 Paradise Education Annexation, a proposed annexation of approximately 30.84 acres of property generally located east of 175th Avenue, one-quarter of a mile north of Cactus Road.

Motion:

No action; this item is for discussion, presentation, and public hearing only pursuant to state law.

Background:

Paragon Management Inc. seeks annexation of a developed parcel generally located on the east side of 175th avenue, one-quarter (1/4) mile north of Cactus Road. The annexation proposal is for a 30.84 acre parcel under single ownership of unincorporated land adjacent on four (4) sides by the City of Surprise. Surprise City Council approved Resolution # 2019-115, directing Staff to record a blank petition. The blank petition was recorded with the Maricopa County Recorder's Office on October 15, 2019. 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 land owners 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; staff anticipates obtaining the necessary signature with the final signed petition being heard by the City Council.

Objective Analysis:

The proposed Annexation will eliminate a county island from within the city.

Policy Compliant:

Annexation of this property is compliant with the Annexation Policy Manual adopted by Council to facilitate the annexation of all county islands within its planning area.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. SR - FS19-445 - Paradise Education ANX - Staff Report - 110519
 2. 01 - FS19-445 - Paradise Education ANX - Vicinity - 110519
 3. 02 - FS19-445 - Paradise Education ANX - Recorded Blank Annexation Petition
 4. 03 - FS19-445 - Paradise Education ANX - PowerPoint - 110519
-



jCase: FS19-445

Project Name: Paradise Education Annexation

Council District: 3 - Mesquite

City Council Date: November 5, 2019

Planner: Hobart Wingard, Planner II

Owner: Paragon Management Inc.

Applicant: Paragon Management Inc.

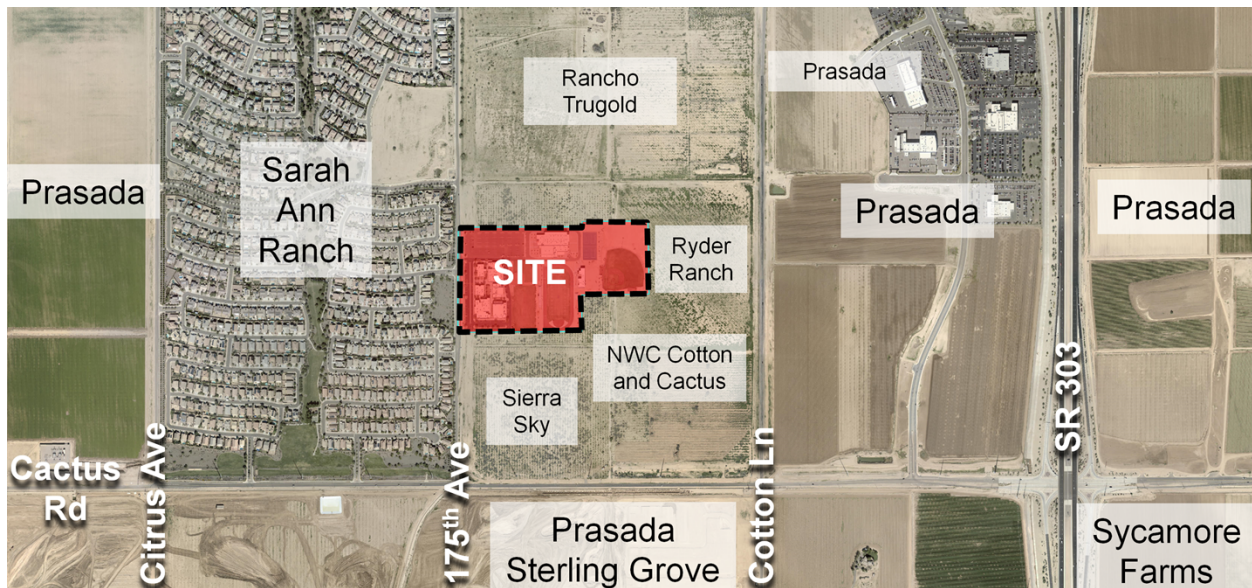
Request: Annexation Public Hearing

Site Location: Generally, on the east side of 175th avenue, one-quarter (1/4) mile north of Cactus Road

Site Size: Approximately 30.84 acres

Introduction:

Paragon Management Inc. seeks annexation of a developed parcel generally located on the east side of 175th avenue, one-quarter (1/4) mile north of Cactus Road. The annexation proposal is for a 30.84 acre parcel under single ownership of unincorporated land adjacent on four (4) sides by the City of Surprise.



29 **Project Description:**

30 The property is currently zoned Maricopa County Rural-43. If annexed, the property will
31 assume similar Rural Residential (RR) zoning of the Surprise Unified Development
32 Code (SUDC).

33 Arizona Revised Statutes require the filing of a blank annexation petition. The blank
34 petition relating to the subject property is to be recorded with the Maricopa County
35 Recorder's Office. Arizona Revised Statutes also require that no signatures be obtained
36 during the first 30 days following the filing of the blank petition and that a public hearing
37 must be held during the last 10 days of the 30-day waiting period. Once the public
38 hearing is held and the 30-day waiting period has ended, signatures may be collected.
39 State statute further requires that an excess of 50% of the land owners and assessed
40 valuation for all real and personal property sign the petition in order to validate the
41 petition. State statute also allows up to one year following the end of the 30-day period
42 to obtain the required number of signatures.

43
44 **Timeline:**

- 45 • **June 21, 2019:** The applicant submitted for an Annexation for Paradise
46 Education under Case FS19-445, the subject case.
- 47 • **October 1, 2019:** The Mayor and City Council approved Resolution 2019-115
48 directing staff to file the blank petition.
- 49 • **October 15, 2019:** Blank Annexation Petition recorded with the Maricopa
50 Recorder Office.
- 51 • **October 21, 2019:** The Applicant held a Citizen Review Meeting at the subject
52 site, 12775 North 175th Avenue.
- 53 • **November 5, 2019:** The Mayor and City Council will discuss the proposed
54 annexation at a public hearing.
- 55 • **December 3, 2019:** The Mayor and City Council will take action on the
56 Annexation Ordinance.

57
58 **Summary:**

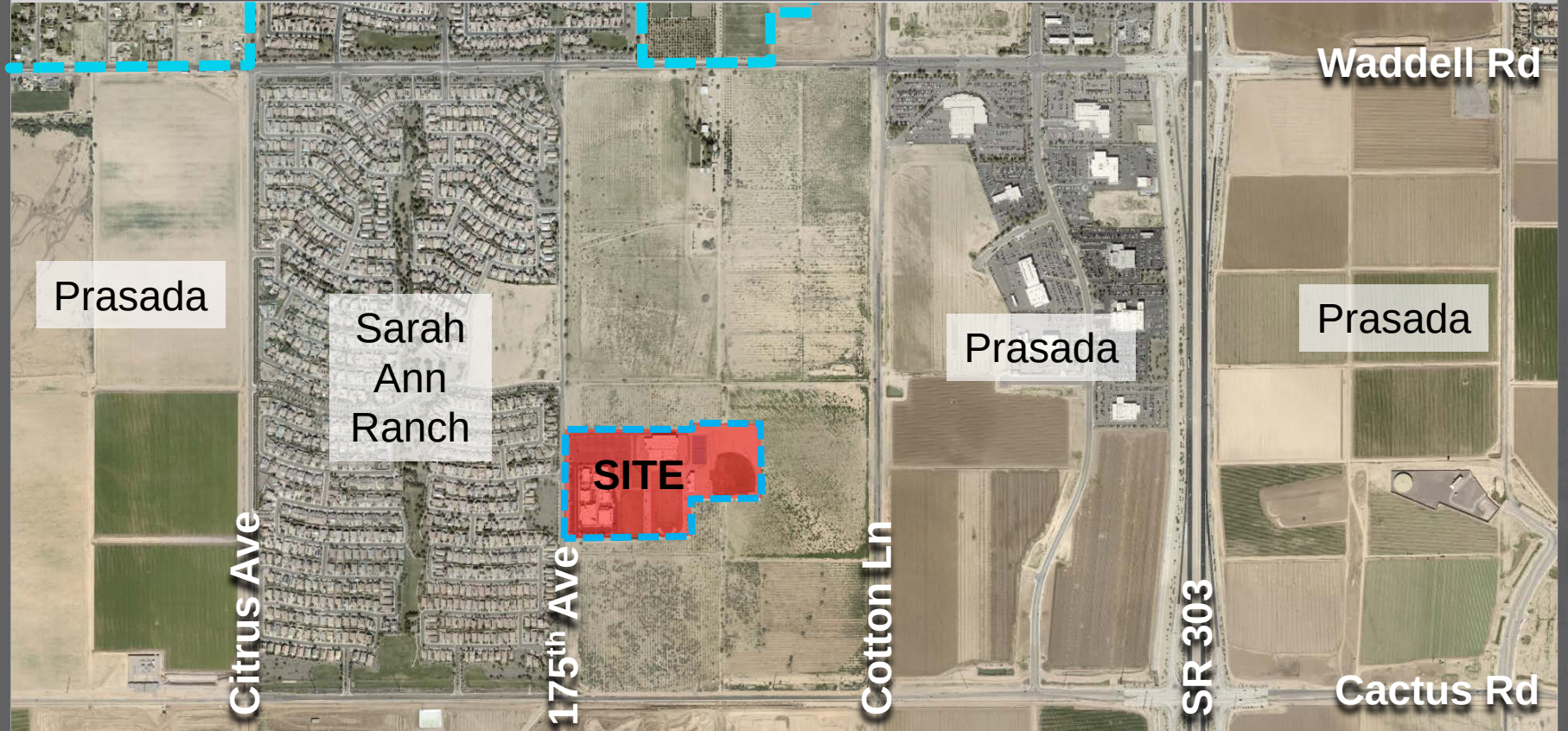
59 The proposed annexation is requested by the single ownership of a 30.84 acre parcel
60 and only requires one signature after the Arizona Revised Statutes required 30-day
61 waiting period that concludes on November 5, 2019. Upon receiving that signature,
62 Paradise Education will be eligible for annexation by the City of Surprise City Council.
63 The parcel to be annexed complies with all requirements for size, shape, and contiguity
64 set forth in the Arizona annexation statutes.

65
66 **Attachments:**

- 67 01 - Vicinity Maps
- 68 02 - Annexation Petition
- 69 03 - PowerPoint

VICINITY MAP

FS19-445
Paradise Annexation



VICINITY MAP

FS19-445
Paradise Annexation



Recording requested by:

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

ANNEXPETReso2019115-7-1-1--
Wadel

**ANNEXATION PETITION
AND EXHIBITS**

**AFFIDAVIT REGARDING ANNEXATION
AND RESOLUTION 2019-115**

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, 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:

PARCEL NUMBER OR LEGAL DESCRIPTION	MAILING ADDRESS	NAME OF PROPERTY OWNER	PHONE NO
502-04-002T	12775 N 175TH AVE SURPRISE 85388	PARAGON MANAGEMENT INC.	623-455-7405

SIGNATURE OF PROPERTY OWNER	DATE

Exhibit A**Metes and Bounds Legal Description of Paradise Honors School
Annexation Area**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14, BEING MARKED BY A BRASS CAP FLUSH, FROM WHICH THE CENTER OF SECTION OF SAID SECTION 14, BEING MARKED BY AN ALUMINUM CAP FLUSH, BEARS NORTH 00 DEGREES 12 MINUTES 45 SECONDS EAST, 2640.44 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 45 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 14, 1332.64 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH-SOUTH MID-SECTION LINE. NORTH 00 DEGREES 12 MINUTES 45 SECONDS EAST, 906.16 FEET;

THENCE DEPARTING SAID NORTH-SOUTH MID-SECTION LINE, NORTH 89 DEGREES 48 MINUTES 44 SECONDS EAST, 1084.43 FEET;

THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS WEST, 44.60 FEET;

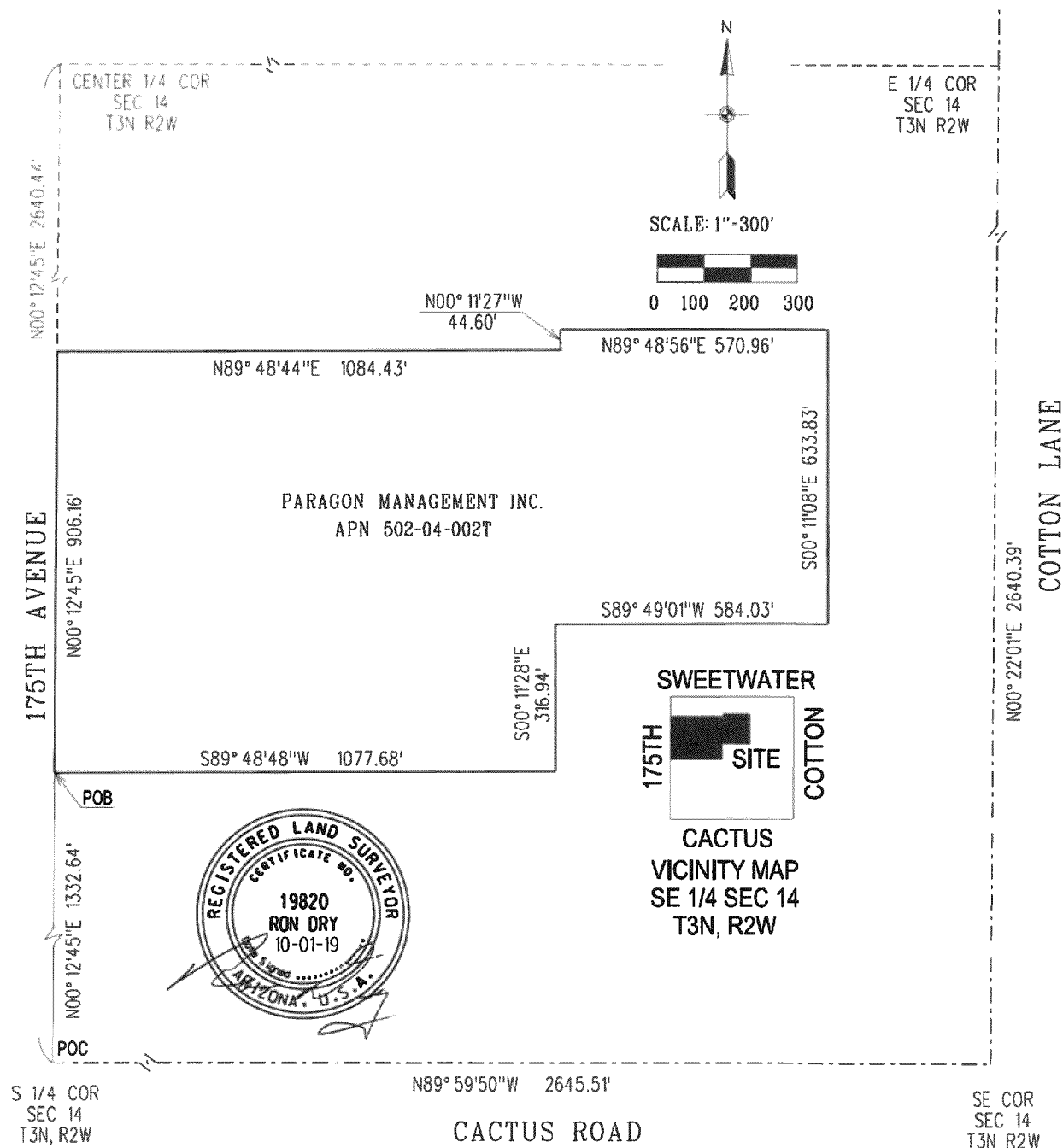
THENCE NORTH 89 DEGREES 48 MINUTES 56 SECONDS EAST, 570.96 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 08 SECONDS EAST, 633.83 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 01 SECONDS WEST, 584.03 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS EAST, 316.94 FEET;

THENCE SOUTH 89 DEGREES 48 MINUTES 48 SECONDS WEST, 1077.68 FEET TO THE POINT OF BEGINNING.

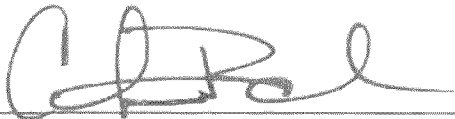
Exhibit B**Map of Paradise Honors School Annexation Area**

AFFIDAVIT REGARDING ANNEXATION

Personally appears before me, Chris Boyd, 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 #FS19-445 for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

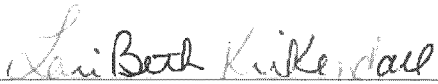
FURTHER AFFIANT SAYETH NOT.



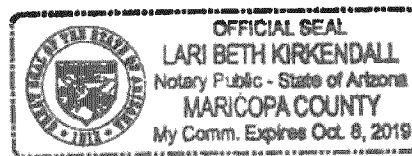
Chris Boyd, Acting Surprise Community Development Director

SWORN TO AND SUBSCRIBED before me

This 28th day of August, 2019



Notary Public for the State of Arizona



My commission expires: 10/8/2019

RESOLUTION # 2019-115

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 A CERTAIN PROPERTY THAT IS CONTIGUOUS TO THE CITY OF SURPRISE CONSISTING OF 30.84 ACRES LOCATED ON THE EAST SIDE OF 175TH AVENUE, ONE-QUARTER MILE NORTH OF CACTUS ROAD, MARICOPA COUNTY, ARIZONA

WHEREAS, it has been proposed that the City of Surprise annex a certain property within the southeast quarter of section 14, township 3 north, range 2 west of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, generally located on the east side of 175th avenue, one-quarter mile north of Cactus Road, more particularly described in the attached Exhibit A;

WHEREAS, the area to be annexed adjoins the exterior boundary of the City of Surprise for at least 300 feet and is otherwise contiguous to the City; and

WHEREAS, A.R.S. § 9-471(A)(1) requires that the City file, in the office of the Maricopa County, Arizona 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. 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.

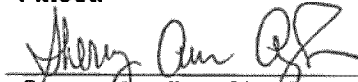
Section 2. The City Clerk shall call a public hearing for the purpose of consideration of the proposed annexation, said hearing to be noticed for a date approximately 21 days after filing the blank annexation petition, in accordance with A.R.S. § 9-471 (A)(3).

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

APPROVED AND ADOPTED this 1st day of October, 2019.


Skip Hall, Mayor

Attest:


Sherry Aguilar, City Clerk

Approved as to form:


Robert Wingo, City Attorney



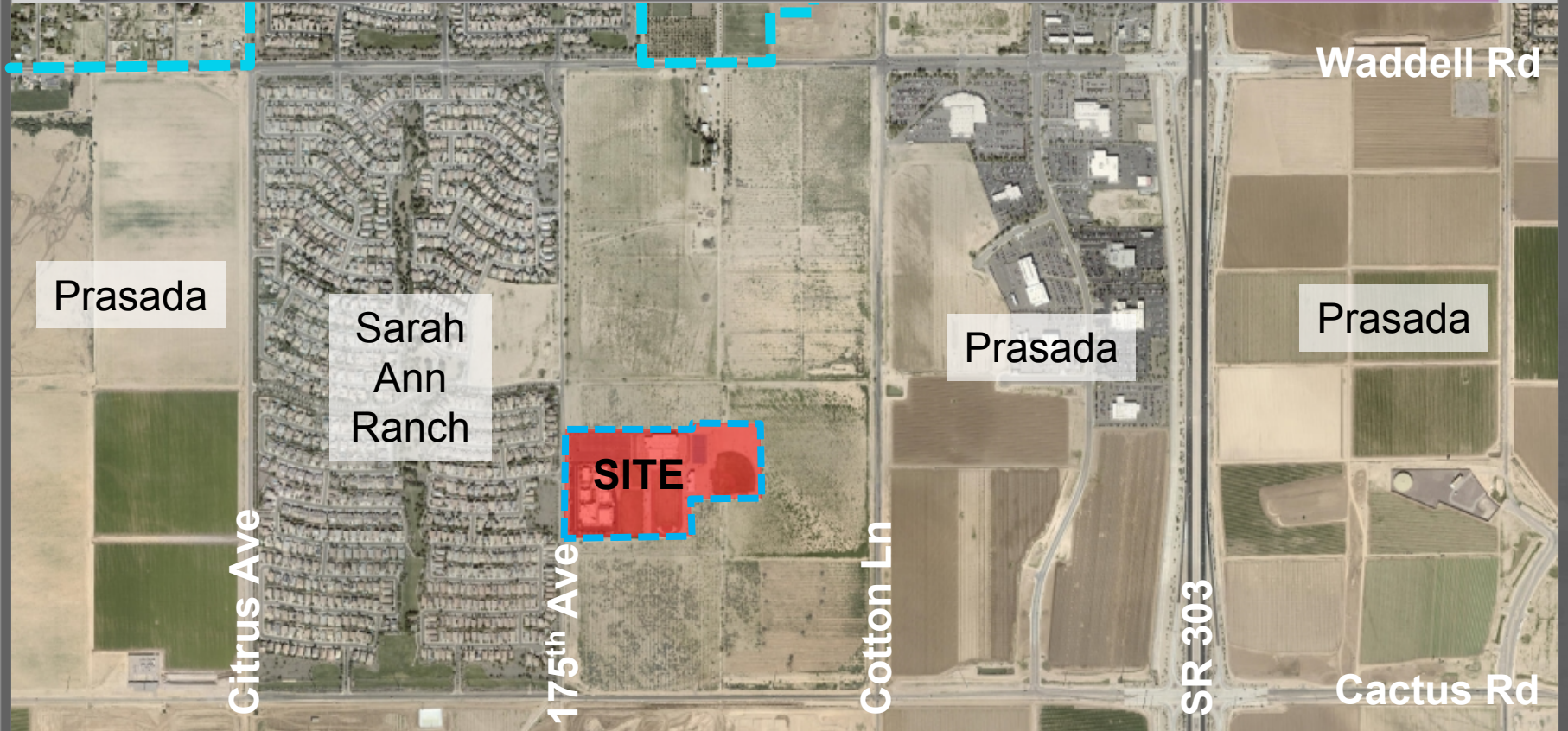
FS19-445

Paradise Education Annexation

Mayor and City Council – November 5, 2019

VICINITY MAP

FS19-445
Paradise Annexation



VICINITY MAP

FS19-445
Paradise Annexation





TIMING

June 21, 2019: The applicant submitted for an Annexation for Paradise Education under Case FS19-445, the subject case.

October 1, 2019: The Mayor and City Council approved Resolution 2019-115 directing staff to file the blank petition.

October 15, 2019: Blank Annexation Petition recorded with the Maricopa Recorder Office.

October 21, 2019: The Applicant held a Citizen Review Meeting at the subject site, 12775 North 175th Avenue.

November 5, 2019: The Mayor and City Council will discuss the proposed annexation at a public hearing.

December 3, 2019: The Mayor and City Council will take action on the Annexation Ordinance.



TIMING

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November 5, 2019: The Mayor and City Council will discuss the proposed annexation at a public hearing.

December 3, 2019: The Mayor and City Council will take action on the Annexation Ordinance.



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019

Contact Person: Jodi Tas, MNGMNT ANALYST - SR

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to the Neighborhood Grant Program Awards for Fiscal Year 2020 as recommended by the Committee on Community Outreach, Partnerships and Grants.

Motion:

I move to approve the funding as recommended by the Committee on Community Outreach, Partnerships and Grants.

Background:

The Surprise Neighborhood Grant Program was designed to engage residents and increase community engagement, interest, and involvement within the City of Surprise. Funding will be available beginning October 2019. All funding should be spent by June 12, 2020. The Committee on Community Outreach, Partnerships and Grants have reviewed applications and are making funding recommendations to City Council.

Objective Analysis:

The Surprise Community Outreach Program was designed to provide neighborhoods with options for funding programs, community events or improvements. This outlet would provide them the opportunity to request assistance with the goal of building community engagement and stronger relationships with the City of Surprise.

Policy Compliant:

The Neighborhood Grant Program is consistent with the Surprise Community Outreach Program initiative, city, and council policies.

Financial Impact:

This item will allow for one-time grants up to \$10,000 to be distributed to the qualified applicants to assist in completion of their projects.

Budget Impact:

The FY2020 budget includes appropriation within the General Fund in the amount of \$110,000 for

the Community Outreach Program, \$10,000 of which is for the Neighborhood Grant Program. Since funding for both the Community Outreach Program and Neighborhood Grant Program are combined, no budget amendment is necessary.

FTE Impact:

This item does not change the full time equivalent count.

ATTACHMENTS:

1. Staff Report
 2. Canyon Ridge Community
 3. Original TownSite
 4. Sarah Ann Ranch - Community Events
 5. Sarah Ann Ranch - Mountainside
 6. Neighborhood Grant Council Presentation FY2020
-



HUMAN SERVICE AND COMMUNITY VITALTY

Date: November 5, 2019

To: Mayor and City Council

From: Jodi Tas, Government Relations Administrator
Seth Dyson, Director

Re: Neighborhood Grant Program FY20

Introduction

The Neighborhood Grant Program provides Surprise neighborhoods with grant opportunities or monetary assistance for funding community events, neighborhood functions or even improvements. This outlet provides the opportunity to request assistance with the goal of building community engagement and stronger relationships with the City of Surprise.

Background

The Neighborhood Grant Program began in FY16 when City Council approved the pilot program with a recommended budget of \$10,000. The city received five applications totaling \$31,976. Four of those programs were funded. In FY17, two rounds of applications were needed in order to fund four applications totaling \$11,460. In FY18 we received eight applications totaling \$53,158 in funding requests. FY19 we received seven applications totaling \$40,476 and for FY20 we received four applications totaling \$17,296.20.

Funding

The City Council designated \$10,000 for the Neighborhood Grant Program of the \$110,000 approved for the Surprise Community Outreach Program.

The Committee on Community Outreach, Partnerships and Grants reviewed applications and are making recommendations to the full City Council for which groups get funding.

Committee Recommendations

The Committee on Community Outreach, Partnerships and Grants held a meeting October 8th to review, discuss and act upon the eligible applications received. A total of 4 neighborhood applications were received. Applicants were invited to the meeting to present their project to the committee. All applicants made presentations.

Committee recommendations are as follows:

Neighborhood/Applicant	Project Name	Requested Amount	Committee Recommendation
Canyon Ridge Community	Designated Rideshare Station	\$8,247.20	\$0
Sarah Ann Ranch	Theatre System	\$4,599	\$4,599
Sarah Ann Ranch/Mountainside	Neighborhood Potluck in the Park	\$1,750	\$1,750
Original Town Site	Concert Series for the Elderly	\$2,700	\$0
	Request Total	\$17,296.20	\$6,349

Future Actions

- Award notifications to be sent immediately after Council action
- Spending and projects must be complete by June 12, 2020

Recommendation

Approval of Neighborhood Grant Program awards as recommended by the Committee on Community Outreach, Partnerships and Grants.

PROJECT APPLICATION FORMS

Please provide the following information regarding your proposed project. **This three page application form is due to Jodi Tas on Friday, September 27th by 5:00PM.**

Name of Neighborhood:	Canyon Ridge Community
Name of Proposed Project:	Designated Rideshare Station
Contact Person: Other Contacts (If Applicable): Note: May include a community partner working on the project.	Name: <u>Norma Bruley</u> Address: <u>17447 N. Ave of the Arts Surprise, AZ 85378</u> Telephone: <u>623-875-8750</u> Email: <u>nbruley@netwasatch.com</u> Name: <u>Frank Granata with Greenscapes</u> Address: <u>2907 W. Fairmount Ave. Phoenix, AZ 85017</u> Telephone: <u>602-595-9702</u> Email: <u>ag.greenskapeslc@gmail.com</u>
Description of project including: a) goal/need of the project, b) how support has evolved in the neighborhood, c) who is involved, and d) what you expect the benefits to be when the project is complete. Note: Please use additional paper if needed.	The goal of the project is to provide a safe designated Rideshare Station for UBER,LYFT,and Cab services. The rideshare station will help promote a safe, public area where riders can request pick up or drop offs. Canyon Ridge is a community with 192 homes. It has a stable annual occupancy of 95% occupancy. We see rideshare usage becoming more popular on a daily basis. We are looking to create an effective designated area to assist drivers and riders enjoy a convenient and safe area to use. With our city having no public transportation, rideshare usage will only continue to increase. The station will serve as a great asset to our City and surrounding neighbors of Canyon Ridge Apartments. Canyon Ridge neighbors with nearby business owners in Belmar Plaza- Gifts to Go/Postal contractor, Hurricane Bar and Grill, Arrowhead HC, Quick Trip, and the Salvation Army resource center. The rideshare station will help promote higher usage, to and from our area and in return bring more jobs and business for rideshare drivers, and local business/shops. Yet most importantly we will be promoting to improve our environment with less pollution. It would be great to essentially see a spread of rideshare stations at our busiest and high populated areas (shopping plaza's, restaurants/bars, apartment communities, and medical plaza's.) I have lived in Surprise for 6 years and it's amazing to see how fast it's growing! Maybe our City Council can influence a program with Rideshare companies to create a ongoing program that will help us all.

PROJECT APPLICATION FORMS (Continued)

Please use the following worksheets to estimate your project expenses.

PROPOSED PROJECT EXPENSES

Note: These are only common categories and may not be all inclusive of the expenses for your project or program. Please add to this list on this sheet or another sheet of paper if needed and leave sections blank that do not apply to your project or program.

Type of Cost	Description of Expense	Projected
		\$ Amount
Salaries/Wages such as youth to clean up after an event, babysitters, etc.		\$
Contracted Services such as site planning, sidewalk installation, etc.	Rideshare Area- Permit for Canopy if used	Permit \$285 \$
Material/Supplies such as refreshments, safety equipment, etc.	Pole and Sign LYFT/UBER/CAB pick up/drop off.	\$250 \$
Communication such as long distance phone calls, internet usage, etc.		\$
Printing/Reproduction such as fliers, invitations, applications, etc.		\$

Rentals/Leases such as renting a PA System for an event		\$
Capital Purchases such as playground equipment, trees, etc.	6' double bench with connected canopy 32 Gallon trash can with lid to match bench large pot of flowers and soil 50 s.f. of Pavers	\$ bench w/canopy \$4,100 32 ga trash can \$325 Large pot of flowers/soil \$395 Pavers \$500
Other	Labor to install bench set in concrete, trash can, pavers, and remove current lawn area and prep for new ground	Labor \$2,475 Tax @ 8.5% \$452.20
Grand Total of Expenses a)		\$ 8,782.20

PROPOSED PROJECT REVENUE

Cash Donations from Partners

Name of Neighborhood, Person, or, Organization	\$ Amount
	\$
	\$
	\$
	\$
	\$
	\$
Total Cash From Partners b)	\$

In-Kind Donations from Partners

Person/Group & Activity Performed

\$ Amount

	\$	
	\$	
	\$	
	\$	
	\$	
Total In-Kind From Partners	c)	\$

Volunteer Hours (Valued at \$23.07 per hour)

of Hours
X \$23.07
per hour =

Person/Group & Activity Performed

	\$	
	\$	
	\$	
	\$	
	\$	
Total Volunteer Labor	d)	\$

Grand Total (b+c+d=e)

e)

\$
8,782.20

Project Overage or Shortage (a-e=f)

f)

\$

City Grant Request (Total cash request from the City of Surprise)

g)

\$
10,000.00

Minimum amount willing to accept to continue with the project

e)

\$
8,782.20

PROJECT APPLICATION FORMS

Please provide the following information regarding your proposed project. **This three page application form is due to Jodi Tas on Friday, September 27th by 5:00PM.**

Name of Neighborhood:	Original Surprise Town Site
Name of Proposed Project:	Community-Building Concert Series for Eldery Surprise Residents
Contact Person: Other Contacts (If Applicable): Note: May include a community partner working on the project.	Name: <u>Alexander Mack</u> Address: <u>PO Box 17387, Fountain Hills, AZ 85269</u> Telephone: <u>(480) 788-2331</u> Email: <u>Alex-Laura@SoScoDuo.com</u> Name: <u>John Yaeger</u> Address: <u>14435 W. Gelding Dr., Surprise, AZ 85379</u> Telephone: <u>623-640-7036</u> Email: <u>bjyaeger@aol.com</u>
Description of project including: a) goal/need of the project, b) how support has evolved in the neighborhood, c) who is involved, and d) what you expect the benefits to be when the project is complete. Note: Please use additional paper if needed.	see attached pages

PROJECT APPLICATION FORMS (Continued)

Please use the following worksheets to estimate your project expenses.

PROPOSED PROJECT EXPENSES

Note: These are only common categories and may not be all inclusive of the expenses for your project or program. Please add to this list on this sheet or another sheet of paper if needed and leave sections blank that do not apply to your project or program.

Type of Cost	Description of Expense	Projected
		\$ Amount
Salaries/Wages such as youth to clean up after an event, babysitters, etc.	2 Musicians \$300/concert	1200 \$
Contracted Services such as site planning, sidewalk installation, etc.		\$
Material/Supplies such as refreshments, safety equipment, etc.	Food and Beverage - \$150/concert -light snacks/non-alcoholic drinks -cups, utensils, plates, napkins, etc.	600 \$
Communication such as long distance phone calls, internet usage, etc.		\$
Printing/Reproduction such as fliers, invitations, applications, etc.	Fliers and posters \$100/concert	400 \$

Rentals/Leases such as renting a PA System for an event		\$
Capital Purchases such as playground equipment, trees, etc.		\$
Other	Venue Rental \$125/concert	500 \$
Grand Total of Expenses a)		\$ 2700

PROPOSED PROJECT REVENUE

Cash Donations from Partners

Name of Neighborhood, Person, or, Organization \$ Amount

	\$
	\$
	\$
	\$
	\$
	\$
Total Cash From Partners b)	\$

In-Kind Donations from Partners

Person/Group & Activity Performed

\$ Amount

Venue - promotion and advertising	\$ 200	
Laura Strickland - Marketing material design	\$ 100	
SoSco Duo - Sound equipment setup/teardown 4x	\$ 200	
SoSco Duo - concert promotion - calendar listings, press releases, social media	\$ 200	
	\$	
Total In-Kind From Partners	c)	\$ 700

of Hours

X \$23.07

per hour =

Volunteer Hours (Valued at \$23.07 per hour)

Person/Group & Activity Performed

Venue ushers/assistants for setup/teardown - 12hrs	\$ 276.84	
	\$	
	\$	
	\$	
	\$	
Total Volunteer Labor	d)	\$ 276.84

Grand Total (b+c+d=e)

e)

\$ 976.84

Project Overage or Shortage (a-e=f)

f)

\$ 1723.16

City Grant Request (Total cash request from the City of Surprise)

g)

\$ 2700

Minimum amount willing to accept to continue with the project

e)

\$ 1755

**The City of Surprise Neighborhood Grant Program
PROJECT SUMMARY FORM FY 2019 – 2020**

Name of Neighborhood: Original Surprise Town Site

Name of Proposed Project: Musical Explorations in the Neighborhood: Concert Series for Elderly Residents

Contact Person:

Name: Alexander Mack

Address: P.O. Box 17387, Fountain Hills, AZ 85269

Telephone: 480-788-2331

Email: Alex-Laura@SoScoDuo.com

Other Contacts (If Applicable): Note: May include a community partner working on the project.

Name: John Yaeger

Address: 14435 W. Gelding Dr., Surprise, AZ 85379

Telephone: 623-640-7036

Email: bjyaeger@aol.com

How the Funding Will Be Utilized

- **What:** The funding will be utilized to support a series of four hour-long flute and guitar concerts. The concerts will be made up of a mix of music that elderly residents should be familiar with as well as music that they may not have been exposed to before. This includes classical, contemporary, standard songs, Broadway favorites, jazz, folk, Spanish, Celtic and other world music. Before each song, audience members will hear interesting stories behind the music, offering an educational component to the experience.
- **For Whom:** The funding will be utilized to provide local concerts programmed to appeal to elderly residents of Surprise.
- **Where:** The funding will be utilized to hold concerts at an easily accessible public venue in Surprise.
- **When:** The funding will be utilized to offer four concerts evenly spaced within the funding period, starting with the first concert held in January 2020.
- **Why:** The funding will be utilized to provide educational, cultural, social events for Surprise residents to fulfill the need for:
 - Events providing cultural, social and educational elements for those who prefer to or are unable to get to these sorts of events if they are not local
 - Free events for those residents who could not afford to go to these events if they were ticketed
 - Events providing cultural, social and educational elements designed specifically for elderly residents of Surprise
 - High quality, local cultural events
 - Events to build a sense of community and pride
 - Therapeutic benefits of music

**The City of Surprise Neighborhood Grant Program
PROJECT SUMMARY FORM FY 2019 – 2020**

Description of project including:

a) goal/need of the project

Recognizing a need for cultural events that do not force Surprise residents to venture to other parts of the valley, this project consists of a concert series that enables residents to stay safely and comfortably in their own neighborhood and still enjoy access to high-quality, educational cultural events.

Our goal is to meet this need as well as increase local pride and sense of community in the City of Surprise. We will do this by providing high-quality, educational, cultural experiences for elderly residents through a local concert series performed by our award-winning flute and guitar duo. Residents will have the opportunity to enjoy and share live music with their neighbors in a casual, social environment.

The concert series will consist of four events spaced within the funding period starting January 2020. The concerts will be performed by SoSco Flute & Guitar Duo, an award-winning ensemble known for its exquisite sound, outstanding musicianship and inspiring performances. The concerts will be held at a public venue in Surprise. Doors will open early to give attendees an opportunity to enjoy refreshments and visit with their neighbors. Each concert will be an hour long. We will select music elderly residents will be familiar with as well as music they may be introduced to for the first time. Music will be a different style for each concert including classical, contemporary, standard songs, Broadway favorites, jazz, folk, Spanish, Celtic and other world music. Before each song, we will share interesting stories behind the music to provide an educational component to the experience. After each concert, audience members will have the chance to mingle and share about their concert experience with their neighbors and chat with the musicians about all their curiosities.

b) how support has evolved in the neighborhood

Having performed for several years to enthusiastic audiences at many public and private venues in the area, in January 2018 SoSco Flute & Guitar Duo contacted Connie Whitlock, the Executive Director of WHAM Community Art Center in Surprise, about the possibility of using their space for a public flute and guitar concert.

We agreed to start by trying one concert there. Despite the concern about ticket price, we offered tickets in advance, in person and online, for \$15 each and included refreshments and entry into the art gallery. Since there was a concern about the cost of the tickets being too high for some Surprise residents, we did offer some complementary tickets. Additionally, to make the concert more easily accessible to Surprise's veterans, we donated 20 tickets to VetTix, an organization that offers event tickets to Veterans free of charge.

The first concert was June 28, 2018. We performed a concert titled, "Name That Tune, Classical Edition". Although we did have to give away quite a few complementary tickets because people complained about the ticket price being difficult to pay, this concert was a wild success, filling

**The City of Surprise Neighborhood Grant Program
PROJECT SUMMARY FORM FY 2019 – 2020**

the space to capacity. Because of the great demand for more concerts of this type, we performed a second concert on March 2, 2019, “Sounds of the Jazz Age” with a third concert planned for January, 2020.

Given the success of past concerts, we have every reason to believe that our concerts will continue to build the community of elderly residents of Surprise, bringing them together for meaningful cultural experiences right in their neighborhood.

c) who is involved

SoSco Flute and Guitar Duo (Laura Strickland, flute, and Alex Mack, guitar) are the organizers and performers of the concert series. More information about SoSco Duo as well as musical demos by can be found at www.SoScoDuo.com.

SoSco Duo is an award-winning, popular professional ensemble who has played over 350 performances at more than 50 venues since the inception of the group in 2014. Having both earned music degrees from top music schools, Laura and Alex are equally skilled at performing a wide range of styles in classical, contemporary, standard songs, Disney, Broadway favorites, jazz, folk, Spanish, Celtic and other world music. They have been named “Best Local Band/Musician” for three years in a row now by Arizona Foothills Magazine and were nominated for the Governor’s Arts Award presented by the Arizona Citizens for the Arts in partnership with the Office of the Governor.

About Laura

Laura Strickland is a freelance flutist who spent many years studying music before becoming a professional. She has an undergraduate degree in flute performance from Northwestern University in Chicago and a master’s degree in flute performance from Cincinnati College-Conservatory of Music. She later returned to Northwestern to get a master’s degree in music theory. She did doctoral studies in flute performance and literature at the University of Maryland and University of Illinois. In addition to playing with SoSco Duo, Laura is principal flutist with Arizona Pro Arte Ensemble where she is also the Executive Director. Laura teaches private flute lessons in Phoenix. Additionally, she works part-time as the Business Manager for Woodwinds by Germann, a high-end woodwind repair shop in Phoenix. Outside the world of music, Laura has an MBA and works for FrameShift Group, a company focusing on quality improvement and change management for healthcare systems. Before coming to Phoenix, Laura performed on flute and piccolo in a wide range of ensembles throughout Chicago, Cincinnati, Seattle and Washington D.C.

About Alex

Alex is a freelance musician who attended Berklee College of Music in Boston where he graduated cum laude with a degree in Songwriting as well as studying guitar and voice. During college he performed over 1,000 shows for Cedar Point Amusement Park in Sandusky, Ohio and upon graduation, he was hired by Princess Cruises as principal orchestra guitarist where he traveled throughout Europe, the Pacific and Caribbean. In addition to being a founding member

**The City of Surprise Neighborhood Grant Program
PROJECT SUMMARY FORM FY 2019 – 2020**

of the SoSco Duo, Alex is the Creative Director with Lonely Street Productions, a nostalgia-based nationally touring production company. Alex was born and raised in Arizona.

d) what you expect the benefits to be when the project is complete. Note: Please use additional paper if needed

There are numerous benefits of our concert series to residents and the City of Surprise:

- Increased community pride in Surprise as an artistic and cultural destination.
- Underserved members of Surprise, especially the elderly, who may have a difficult time leaving their community, will be able to rest easy knowing that their community provides for social, cultural and educational opportunities in the convenience of their own neighborhood.
- An opportunity for residents of Surprise to get to know their neighbors through shared cultural and social experiences in a fun, relaxing and conveniently located setting.
- The therapeutic benefits of music are self-evident and well-documented for people of all ages and backgrounds.
- This concert series offers award-winning professional musical performances that, unlike many other concerts, feature the sharing of the stories behind the music to increase knowledge, understanding and depth of experience. This provides audiences with continued learning opportunities as well as a unique element that audiences consistently enjoy.
- The City can provide approximately 400 elderly residents of Surprise meaningful cultural and social experiences at a cost of just \$6.75 per person, to the City.
- Receiving funding from the City of Surprise will make it possible for us to continue to offer these valuable cultural experiences to your residents. Without the funding, it won't make financial sense for us to continue offering these concerts.

The following neighbors approve of the proposed project for the 2019-2020 Neighborhood Grant Program.

• The club can provide approximately 400 elderly residents of Singapore, including cultural activities, with a total cost of just 55 per person, per month, per person, per month.

PROJECT APPLICATION FORMS

Please provide the following information regarding your proposed project. **This three page application form is due to Jodi Tas on Friday, September 27th by 5:00PM.**

Name of Neighborhood:	Sarah Ann Ranch
Name of Proposed Project:	Community Events
Contact Person:	Name: <u>Crystal Miller</u> Address: <u>13627 N 175th Ct</u> Telephone: <u>623-792-3602</u> Email: <u>Crystal.Sarah@ gmail.com</u>
Other Contacts (If Applicable): Note: May include a community partner working on the project.	Name: _____ Address: _____ Telephone: _____ Email: _____
Description of project including: a) goal/need of the project, b) how support has evolved in the neighborhood, c) who is involved, and d) what you expect the benefits to be when the project is complete. Note: Please use additional paper if needed.	See attached.

We are requesting tools that will help with our community events. Every year Sarah Ann Ranch does various activities within the community. These are designed to bring people out of their homes and into a green spaces meeting people and getting to know the community around them.

The homeowner's association is always involved and the whole community of 960 home is invited to every event.

In the last years we have done movie nights, kickball tournaments, chili cookoffs, meetings in the park and Easter egg hunts. We are having a large block party in November that will have face painters, bounce houses, and a DJ.

We are requesting funds to purchase a movie screen, projector, PA and Generator. This will reduce our costs when putting on events and allow us to have events more often.

The goal is to bring out the community members so we can get to know each other. We are trying to build a strong community within Sarah Ann Ranch that will lead to long time ownership and pride in where we live.

PROJECT APPLICATION FORMS (Continued)

Please use the following worksheets to estimate your project expenses.

PROPOSED PROJECT EXPENSES

Note: These are only common categories and may not be all inclusive of the expenses for your project or program. Please add to this list on this sheet or another sheet of paper if needed and leave sections blank that do not apply to your project or program.

Type of Cost	Description of Expense	Projected \$ Amount
Salaries/Wages such as youth to clean up after an event, babysitters, etc.		\$ 0
Contracted Services such as site planning, sidewalk installation, etc.		\$ 0
Material/Supplies such as refreshments, safety equipment, etc.		\$ 0
Communication such as long distance phone calls, internet usage, etc.		\$ 0
Printing/Reproduction such as fliers, invitations, applications, etc.		\$ 0

Rentals/Leases such as renting a PA System for an event		\$
Capital Purchases such as playground equipment, trees, etc.	Purchase of outdoor Theater System Generator	\$ 4,599.00
Other		\$
Grand Total of Expenses		a) \$ 4,599

PROPOSED PROJECT REVENUE

Cash Donations from Partners

Name of Neighborhood, Person, or, Organization \$ Amount

	\$
	\$
	\$
	\$
	\$
	\$
Total Cash From Partners	b) \$

In-Kind Donations from Partners

Person/Group & Activity Performed

\$ Amount

	\$	
	\$	
	\$	
	\$	
	\$	
Total In-Kind From Partners	c)	\$

Volunteer Hours (Valued at \$23.07 per hour)

of Hours
X \$23.07
per hour =

Person/Group & Activity Performed

	\$	
	\$	
	\$	
	\$	
	\$	
Total Volunteer Labor	d)	\$

Grand Total (b+c+d=e)

e) \$ 4,599

Project Overage or Shortage (a-e=f)

f) \$

City Grant Request (Total cash request from the City of Surprise)

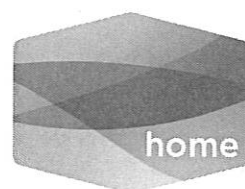
g) \$ 4,599

Minimum amount willing to accept to continue with the project

e) \$ 3,000.

Open Air[★] CINEMA

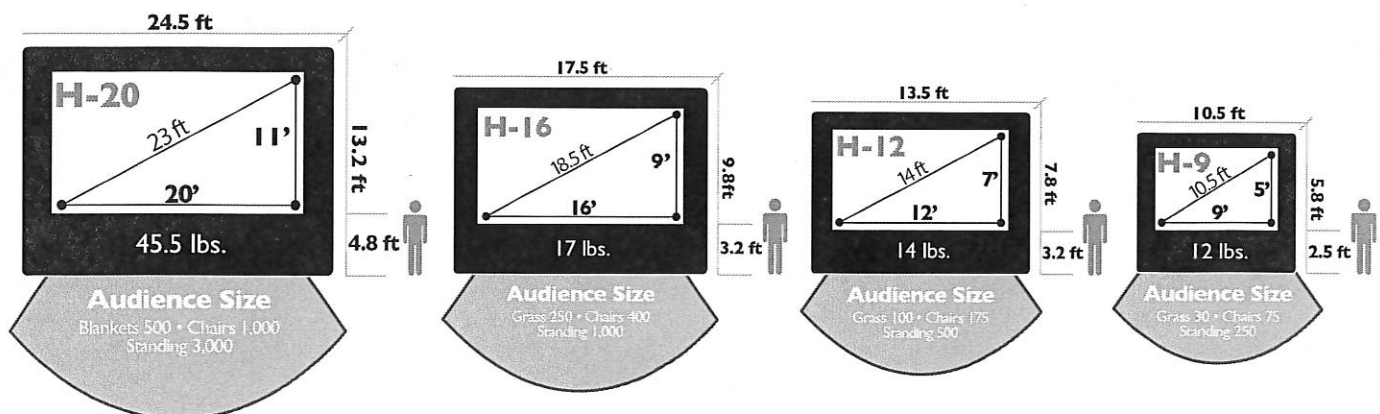
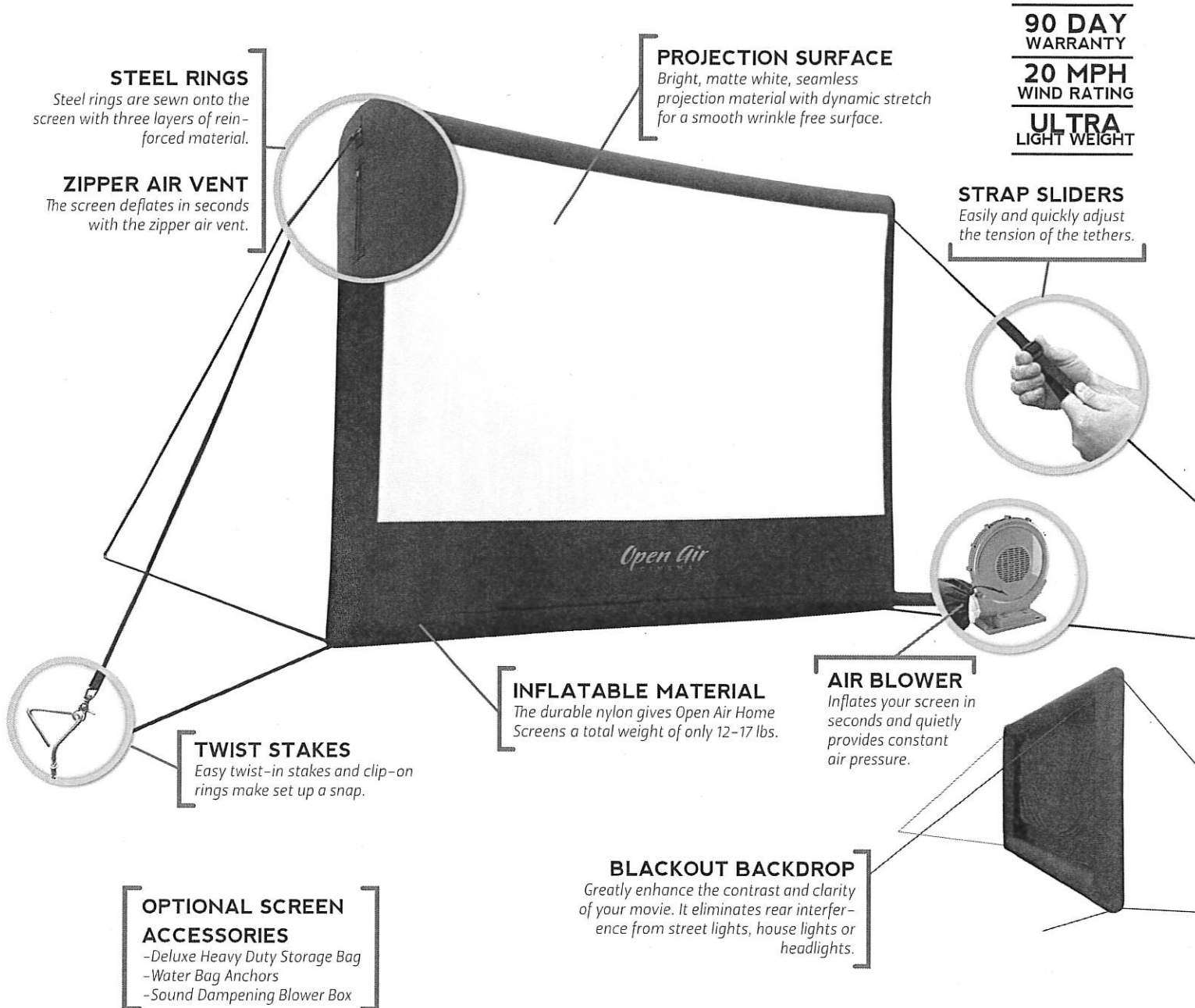
THE WORLD'S PREMIERE
OUTDOOR MOVIE SYSTEMS



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PATENTED* OPEN AIR HOME SCREENS



*Patent US 7,920,326 B2

ALL-IN-ONE CINEBOX CONSOLE

CineBox™ Home rips the roof off the home theater and takes it outside. Everything you need for a backyard movie night is included: a huge inflatable movie screen, projector, powerful outdoor speakers, audio mixer, cables, and more. The screen is easier to set up than a pup tent so virtually any location can become a drive-in style theater. Enjoy your movies or video games by the pool, in your backyard, or watch the big game at a BBQ on the beach.



*MEDIA PLAYER

Upscaling DVD player, HD BluRay Player, or Gaming Console. Also plays Cds, MP3's, and a variety of other file types.
*Models may vary.

AUDIO VISUAL UPGRADES

- Higher Lumen (brighter) Projector
- HD & 3D Media Player & Projectors
- Upgraded Speakers
- Speaker Stands
- Cases for Projector, Speakers, Speaker Stands



AUDIO MIXER

Easily fade between movie audio or music without touching a single cord. Directly connect audio from mp3 players, video games, laptops and more with included adaptor cable.



LED FLASHLIGHT

A compact light allows you to discretely light up your controls in the dark of night.

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Consolidate space and eliminate confusing, messy wire trails with the organized, padded case.

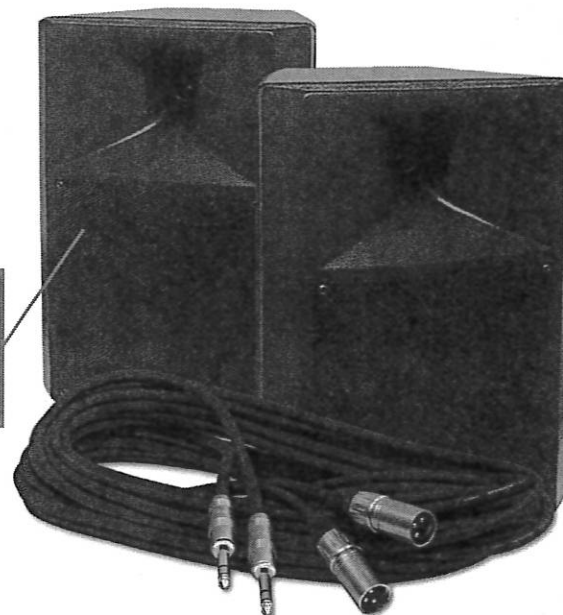


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The CineBox home matches the best and most current projectors available today. HD and 3D options are available.

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Durable, yet lightweight speakers with treble, bass, and volume controls. Balanced speaker cables included.





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Furniture

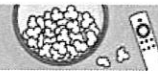
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Garden & Outdoor

Home Improvement

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Patio, Lawn & Garden ▸ Generators & Portable Power ▸ Generators

Westinghouse iGen4500DF Dual Fuel Inverter Generator - 3700 Rated Watts & 4500 Peak Watts - Gas & Propane Powered - Electric Start - CARB Compliant

by Westinghouse

1,116 ratings

| 781 answered questions

List Price: ~~\$1,149.00~~Price: **\$999.00** Prime FREE Delivery

You Save: \$150.00 (13%)

Get \$70 off instantly: Pay \$929.00 ~~\$999.00~~ upon approval for the Amazon Prime Rewards Visa Card. No annual fee.Size: **iGen4500 Dual Fuel**

30A Parallel Cord

50A Parallel Cord

iGen1200

WH2200iXLT

iGen2200

iGen2200 Camo

iGen2500

iGen2500 Camo

iGen4500

iGen4500 Dual Fuel

- 3700 Rated Watts and 4500 Peak Watts at Less Than 3% THD – Telescoping Handle – Gas or Propane Powered – Remote Start With Included Key Fob, Electric and Recoil Start
- Features a 5-20R 120V Duplex Household Outlet, an RV-lets – Great g Enough

vs Fuel
ltage)b Noise
Gallon Gas
n Fuelt at 1-855-
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\$999.00

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85388**Extended delivery time:** This item is subject to shipping restrictions due to materials in its composition.

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- ☐ 4-Year Protection for \$76.99
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Sell on Amazon



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Ad feedback

Frequently bought together



Total price: \$1,070.06

Add all three to Cart

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These items are shipped from and sold by different sellers. Show details

- ✓ **This item:** Westinghouse iGen4500DF Dual Fuel Inverter Generator - 3700 Rated Watts & 4500 Peak Watts - Gas... \$999.00
- ✓ Westinghouse WGen Generator Cover - Universal Fit - For Westinghouse Portable Generators Up to 7500... \$26.07
- ✓ AC WORKS Generator to Transfer Switch L14-30 Inlet Box Adapter (TT-30 RV 30Amp to L14-30 Flexible) \$44.99

Sponsored products related to this item

Page 1 of 25

				
Generac Guardian 7030 9/8 KW Air-Cooled Standby Generator, Aluminum	Generac 70291 Home Standby Generator Guardian Series 9/8kW Air-Cooled with Wi-Fi, A...	Rainier R12000DF Dual Fuel (Gas and Propane) Portable Generator with Electric Start...	Generac 7039 Guardian Series 20kW/18kW Air Cooled Home Standby Generator with Whole...	Firman H08051 10000/8000 Watt 120/240V 30/50A Electric Start Gas or Propane...
3		28	14	14
\$2,777.00	\$2,567.00	\$930.56	\$4,847.00	\$1,088.85

Ad feedback

What other items do customers buy after viewing this item?

	Westinghouse WGen Generator Cover - Universal Fit - For Westinghouse Portable Generators Up \$26.07
	Westinghouse Inverter Generator Cover - Weather Resistant - Fits iGen2200, iGen2500, \$34.99
	Champion 3400-Watt Dual Fuel RV Ready Portable Inverter Generator with Electric Start \$1,007.10
	Camco 25ft RhinoFLEX Gray/Black Water Tank Clean Out Hose - Ideal For Flushing Black Water, \$9.99

Special offers and product promotions

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- Get up to \$30 off your eligible order of \$60 or more when you use Membership Rewards Points from American Express. Learn more.

Have a question?

Find answers in product info, Q&As, reviews

Type your question or keyword

From the manufacturer



The image shows the Westinghouse iGen4500DF generator in a black and white photograph. It is a portable unit with a fuel tank and various outlets. In the background, there is a campsite with people and a vehicle.

DUAL FUEL

Westinghouse

iGen4500DF

Gas: 3700 Running Watts | 4500 Peak Watts
Propane: 3330 Rated Watts | 4050 Peak Watts

**PUSH BUTTON
ELECTRIC START**

224cc
7.3 HP Westinghouse
OHV Engine

3.4 Gallon
Fuel Tank
Capacity

18 Hours
Run Time at
25% Load

**5V DC
USB PORTS**

**120V AC
5-20R**

**120V 30A
TT-30R**

**LED DATA
CENTER**



'On the Fly!' Fuel Change

Need to switch from gas to propane? With the iGen4500DF, you can do it on the fly! Easily switch fuel sources from gasoline to propane while your unit is operating.

Remote Electric Start

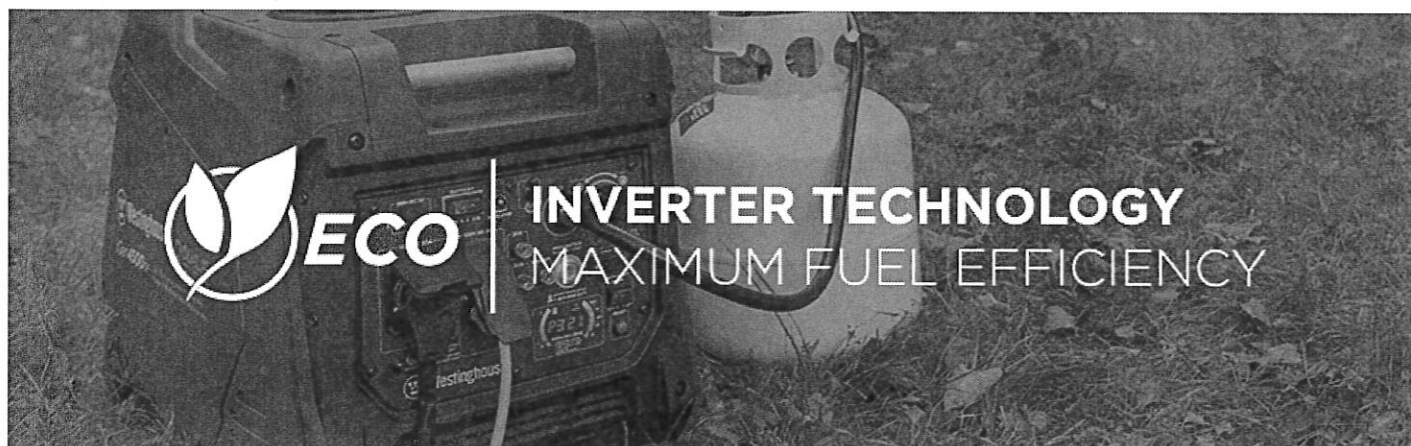
Starting the iGen4500DF is as simple as the push of a single button. Use the its remote start key fob to start your generator conveniently from anywhere from up to 109 yards away.

RV Ready

An easily accessible TT-30R RV outlet makes the iGen4500DF perfect for travel trailers. The iGen4500DF is strong enough to power everything in most RVs.

Quiet Operation

The iGen4500DF operates at a quieter volume as low as 52 dBA, making it ideal for recreational activities and neighborhoods alike.



PROJECT APPLICATION FORMS

Please provide the following information regarding your proposed project. **This three page application form is due to Jodi Tas on Friday, September 27th by 5:00PM.**

Name of Neighborhood:	Sarah Ann Ranch / Mountainside
Name of Proposed Project:	NeighborGood Program
Contact Person: Other Contacts (If Applicable): Note: May include a community partner working on the project.	Name: <u>Heather Sica</u> Address: <u>17615 W Charter Oak Rd - 85388</u> Telephone: <u>803.348.8149</u> Email: <u>neighborgoodprogram@gmail.com</u> Name: _____ Address: _____ Telephone: _____ Email: _____
Description of project including: a) goal/need of the project, b) how support has evolved in the neighborhood, c) who is involved, and d) what you expect the benefits to be when the project is complete. Note: Please use additional paper if needed.	a) The goal of our program is to develop a more involved neighborhood by having community events. We want to have a "Potluck in the Park" event. We would love to hold a cookout in our neighborhood park with food & entertainment for all. (we would try to utilize the Block Party Trailer from the City of Surprise for this event as well.) b) Initially this all began with a Neighborhood Crime Watch program idea and we were going door-to-door to speak with individuals to bring awareness. Once we had a few meetings it was realized that perhaps we needed to think outside the box to get more people involved, hence the development of the NeighborGood Program concept. c) During several meetings that have been held since early summer, we've had about 40 people attend and currently have about 25 people that have committed their time to participate. d) We hope to bring awareness to area crime prevention, with an added benefit of the overall safety and well-being of our neighbors. By expanding from just a crime watch program we hope to develop better relationships amongst ALL of our neighbors, not just those interested in crime prevention. We would like to be able to provide resources and education on prevention of crime and safety and even homeowner 'how-to' education for light repairs, assistance for elderly in our community to assure they have resources available to them. I want us to be able to know who our neighbors are and to care about their well-being and to provide help when needed. We are a group of people that love our neighborhood, love our city and care about keeping it safe, secure and happy!

PROJECT APPLICATION FORMS (Continued)

Please use the following worksheets to estimate your project expenses.

PROPOSED PROJECT EXPENSES

Note: These are only common categories and may not be all inclusive of the expenses for your project or program. Please add to this list on this sheet or another sheet of paper if needed and leave sections blank that do not apply to your project or program.

Type of Cost	Description of Expense	Projected \$ Amount
Salaries/Wages such as youth to clean up after an event, babysitters, etc.		\$
Contracted Services such as site planning, sidewalk installation, etc.		\$
Material/Supplies such as refreshments, safety equipment, etc.	Food, utensils, grill supplies, serving dishes, balloons, games.	\$ 900 ⁰⁰
Communication such as long distance phone calls, internet usage, etc.		\$
Printing/Reproduction such as fliers, invitations, applications, etc.	Printing of fliers and signage	\$ 200 ⁰⁰

Rentals/Leases such as renting a PA System for an event	Toddler bounce house, chairs & tables, generator rentals.	\$ 650 ⁰⁰
Capital Purchases such as playground equipment, trees, etc.		\$
Other		\$
Grand Total of Expenses		a) \$ 1750 ⁰⁰

PROPOSED PROJECT REVENUE

Cash Donations from Partners

Name of Neighborhood, Person, or Organization	\$ Amount
	\$
	\$
	\$
	\$
	\$
	\$
Total Cash From Partners	b) \$

I am a resident of Sarah Ann Ranch community.
 I support Heather Sica and this application for a Grant
 from the City of Surprise for the Neighbor Good Program.

<u>Name</u>	<u>Address</u>	<u>Signature</u>
Kristy McIntosh	Charter Oak Rd.	Kristy McIntosh
Elva Hirst	176 th Lane Rd	Elva Hirst
ARDELL DAVIS	176 Ave	Ardele Davis
LINDA HDM	176 th Ave	Linda HDM
Nancy Durnell	176 th Lane	Nancy S. Durnell
Janet (Rae) Townsend	1752 West Voltaire	Janet Townsend
Michelle Fulbranson	W. Windrose Dr.	Michelle Fulbranson
Vincent Sica	Charter Oak Rd.	Vincent Sica
Judy Chiccanillo	N 177 th Ave	Judy Chiccanillo
Alexander Jones	Charter Oak	Alex Jones



Neighborhood Grant Program

FY2019-2020

PROGRAM PURPOSE & OVERSIGHT

- To empower residents and increase community engagement, interest and involvement within the City of Surprise
- Surprise Sub-Committee on Community Outreach, Partnerships & Grants makes funding recommendations
- Sub-Committee Members are Council Members Nancy Hayden (Chair), Patrick Duffy and Chris Judd

PROGRAM GUIDELINES

To receive support, projects must:

- Provide a public benefit,
- Result in a product, which benefits a neighborhood or the larger Surprise Community;
- Be feasible for completion by June 12, 2020;
- Involve the benefiting neighborhood in project identification, planning and execution;
- Emphasize neighborhood self-help, or
- Be educational, community-building, or a public physical improvement

APPLICATION PROCESS

- Application must be signed by a minimum of 5 neighbors within applicant's respective residential area supporting ideas and project applicant
- Must include a thorough description of how funding will be utilized
- Project must comply with City and HOA policies
 - Application must include approval of HOA Board, if necessary
- Nonprofit 501(c)3 organizations are not eligible

PROCESS TIMELINE

July 1, 2019 –
Sept. 27, 2019

Application Period

Information session
held July 31st

October 8, 2019

Committee on
Community
Outreach,
Partnerships &
Grants Meeting &
Recommendation

November 5, 2019

City Council
Recommendation

APPLICATION DESCRIPTION

Neighborhood/Applicant	Project Name	Requested Amount	Committee Recommendation
Canyon Ridge Community	Designated Rideshare Station	\$8,247.20	\$0
Sarah Ann Ranch	Theatre System	\$4,599	\$4,599
Sarah Ann Ranch/Mountainside	Neighborhood Potluck in the Park	\$1,750	\$1,750
Original Town Site	Concert Series for the Elderly	\$2,700	\$0
	Request Total	\$17,296.20	\$6,349

PROGRAM GUIDELINES

- Funding would be available after City Council approval
- All funding must be spent by June 12, 2020
- Reporting will be similar to the Surprise Community Outreach Program



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: Human Resources
Staff Recommendations: None

Contact Person: Lisa Angelini, DIRECTOR - HR
District: Internal

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

Consideration and action to amend Surprise Municipal Code, Chapter 3, Article I, Section 3-15 a(2) pertaining to Categories of Employment and Article IV, Section 3-40 (d) pertaining to Corrective Action and Appeals; Ordinance # 2019-27.

Motion:

I move to approve Ordinance # 2019-27.

Background:

The City has designated specific department employees as nonclassified based on their exposure and access to sensitive City information. Aligning the Information Technology department and Office of the City Clerk under this section is appropriate.

Pursuant to state law, police officers and sergeants may appeal any disciplinary suspension to the Personnel Appeals Board, including suspensions. This ordinance will align the Surprise Municipal Code with State law.

Objective Analysis:

The addition of the Information Technology department and Office of the City Clerk to Article I will ensure citywide consistency regarding those employees with access to sensitive information.

Changes to Article IV will ensure compliance of state law.

Policy Compliant:

Human Resources staff periodically reviews employee classifications and makes recommendations in accordance with City policy. The Municipal Code is also reviewed to ensure compliance with Arizona state law.

Financial Impact:

There is no financial impact with this item.

Budget Impact:

This item has no budget impact.

FTE Impact:

This item does not impact the full-time position count.

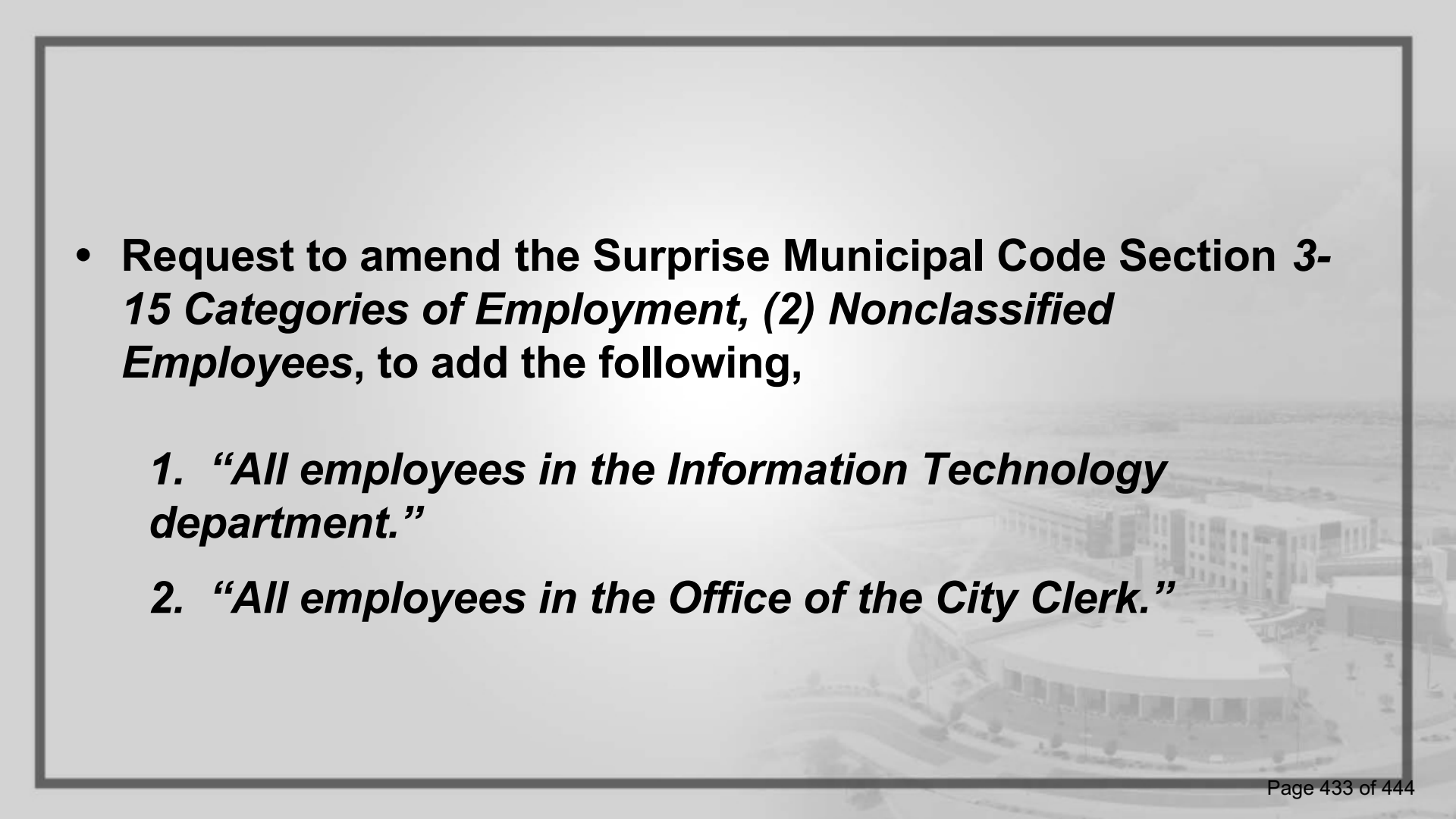
ATTACHMENTS:

1. HR Code Amendments 19.10.01 (4)
 2. ORDINANCE 2019-27
-



Surprise Municipal Code Amendments

Human Resources
November 5, 2019

- 
- **Request to amend the Surprise Municipal Code Section 3-15 *Categories of Employment, (2) Nonclassified Employees*, to add the following,**
 - 1. *“All employees in the Information Technology department.”***
 - 2. *“All employees in the Office of the City Clerk.”***

- **Request to amend the Surprise Municipal Code Code 3-40 *Corrective Action* to add the following,**

“Sworn police officers and sergeants of the classified status who receive disciplinary action of a suspension are eligible to appeal such discipline to the personnel appeals board.”



Questions or Comments?

Thank You

ORDINANCE 2019-27

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 3, ARTICLES I AND IV, SECTIONS 3-15 AND 3-40 THROUGH 41, PERTAINING TO EMPLOYEE CLASSIFICATION AND DISCIPLINE; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, Human Resources staff, from time to time, reviews employee classifications and makes recommendations;

WHEREAS, the Surprise Municipal Code is also reviewed, from time to time, to ensure continuing harmony with Arizona law;

WHEREAS, said review has identified suggested changes to employee classification and law enforcement officer discipline eligible for appeal which City Council finds appropriate to maintain an effective and responsive work force.

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

Section 1. Chapter 3, Article I, Section 3-15 (a)(2) of the Surprise Municipal Code is hereby amended to read as follows:

(2) Nonclassified employees. Employee positions not included in the classified service are nonclassified employees. Persons in nonclassified positions are at-will employees and serve at the discretion of their hiring official. Nonclassified positions include:

- a. Assistant and deputy city managers;
- b. Executive administrative assistants;
- c. All employees in the office of the city manager;
- d. All department director/assistant department director positions;
- e. All division and other manager positions;
- f. All employees in the city attorney's office/legal department;
- g. Classified employees in their introductory period of employment;
- h. All employees meeting the definition of supervisor per city policy;
- i. Fire and police cadets; and
- j. Part-time, intermittent, temporary, seasonal, and intern employees;
- k. All employees in the mayor or council office;
- l. All employees in the human resources department;

M. ALL EMPLOYEES IN THE INFORMATION TECHNOLOGY DEPARTMENT;

N. ALL EMPLOYEES IN THE OFFICE OF THE CITY CLERK.

Section 2. Chapter 3, Article I, Section 3-40 of the Surprise Municipal Code is hereby amended to read as follows:

Sec. 3-40. - Corrective action.

- (a) Classified employees may only be disciplined for just cause.
- (b) Nonclassified employees serve at the discretion of the city manager.
- (c) Classified employees who ~~suffer~~ RECEIVE disciplinary actions of suspension without pay of more than 24 hours, demotion and termination are eligible to appeal such disciplinary action to the personnel appeals board, in accordance with this chapter and the policies and procedures adopted by the city manager.

(D) SWORN POLICE OFFICERS AND SERGEANTS OF THE CLASSIFIED STATUS WHO RECEIVE DISCIPLINARY ACTION OF A SUSPENSION ARE ELIGIBLE TO APPEAL SUCH DISCIPLINE TO THE PERSONNEL APPEALS BOARD.

Section 3. Chapter 3, Article I, Section 3-41(b) of the Surprise Municipal Code is hereby amended to read as follows:

- (b) *Purpose statement.* The purpose of the personnel appeals board is to serve as a neutral fact finding body to review disciplinary actions of classified employees in the city service when such consists of suspensions ~~of more than 24 hours~~, demotions, or terminations, and to assure that such employees were provided adequate procedural safeguards related to such disciplinary action.

Section 4. All ordinances, resolutions or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of these amendments to the municipal code adopted herein is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 6. This ordinance will become effective at the time and manner prescribed by law.

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED this _____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: November 5, 2019

Contact Person: Michael Boule, Andrea Davis,
DIRECTOR - FINANCE

Submitting Department: Public Works

District: Citywide

Staff Recommendations:

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

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations of \$3,206,800 from Transportation Fund Contingency, HURF Fund Contingency and Grants Fund Contingency to Waddell Road project P61440, Litchfield Road project P61450, replenish Traffic Signal project P61500 and establish two new capital projects: Waddell Median Modifications project P61550 and Kingswood Parke Street-lighting Upgrade project P61560; Resolution # 2019-134.

Motion:

I move to approve Resolution # 2019-134.

Background:

The Waddell Road project and Litchfield Road projects were initially scoped and budgeted in 2016 as part of the City's 2017 bond election. The bond election was approved by the voters in 2017 and the designs began shortly thereafter. Through the design process and since 2016, construction costs have risen approximately 23% and civil construction costs have risen nearly 30%. These factors have caused the projects to exceed the original design and construction budgets. At this time, it is necessary to request budget amendments.

In conjunction with the Waddell Road improvement project, the City installed a temporary traffic signal at Cactus Road and Sarival Avenue in order to maintain safe and efficient traffic flows. The City will need to replenish this funding in order to complete the two additional planned traffic signal projects for fiscal year 2020.

The Waddell Road median modification is a new project request to establish eastbound access to the businesses along the north side of Waddell Road, west of 142nd Lane.

The Kingswood Parke streetlight improvements is a new project to design and construct replacement streetlights and the associated infrastructure within the Kingswood Parke community. The replacement may include 26 streetlights, conduit, electrical conductor and an upgrade to the existing electrical service. The new infrastructure will be built to Arizona Public Service and City of Surprise standards. The replacement lights will be LED which offer lower operating costs and more focused lighting which may reduce the number of replacement poles and reduce light pollution.

Objective Analysis:

Approval of this item supports the Council's Strategic Plan that focuses on improving the City's transportation network, public safety and economic development.

Policy Compliant:

This item is policy compliant as it relates to the City's financial policies for transferring funds and budgetary amendments.

Financial Impact:

The actual costs of the infrastructure improvements are one-time in nature and will be based on service contracts to install the improvements. Anticipated expenditures for the Waddell Road project #P61440 will be increasing by \$2,154,700, the Litchfield Road project #P61450 will be increasing by \$414,100, and the Traffic Signal project #P61500 will be increasing by \$163,000. The Waddell Median Modifications project #P61550 and Kingswod Parke Streetlighting project #P61560 are created with this action with anticipated expenditures of \$150,000 and \$325,000, respectively.

Budget Impact:

If approved, this item will amend the FY2020 adopted budget by reallocating contingency appropriation from the Transportation Improvement Fund in the amount of \$1,565,400, \$698,500 from the Highway User Revenue Fund, and \$942,900 from the Grants Fund (Grant Contingency will be used for authority only) for a total of \$3,206,800 to Project #P61440 in the amount of \$2,154,700, \$414,100 to Project #P61450, \$163,000 to Project #P61500, \$150,000 to Project #P61550, and \$325,000 to Project #P61560. This action will also amend the FY2020 Operating and Capital List of Items Over \$50,000 by the adding the necessary authority to the aforementioned projects. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

1. 19.10.28 Res 2019-134 Bond Projects-final rev. docx
-

RESOLUTION # 2019-134

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2020 BUDGET BY REALLOCATING APPROPRIATIONS OF \$3,206,800 FROM TRANSPORTATION IMPROVEMENT FUND CONTINGENCY, HURF FUND CONTINGENCY AND GRANTS FUND CONTINGENCY TO WADDELL ROAD CAPITAL PROJECT P61440 (\$2,154,700), LITCHFIELD ROAD CAPITAL PROJECT P61450 (\$414,100), TO TRAFFIC SIGNAL PROJECT P61500 (\$163,000) AND ESTABLISH WADDELL MEDIAN MODIFICATIONS CAPITAL PROJECT P61550 (\$150,000) AND KINGSWOOD PARKE CAPITAL PROJECT P61560 (\$325,000); AND AMENDING THE CAPITAL ITEMS OVER \$50,000 LIST TO ALLOW THE PUBLIC WORKS DEPARTMENT TO COMPLETE CONSTRUCTION OF BOND PROJECTS, WADDELL ROAD, LITCHFIELD ROAD AND THE ASSOCIATED TRAFFIC SIGNALS AND ADVANCE THE CONSTRUCTION OF WADDELL MEDIAN MODIFICATIONS AND KINGSWOOD PARKE STREETLIGHTS.

WHEREAS, the bids received from vendors for the Waddell Road and Litchfield Road bond projects are exceeding current budgets;

WHEREAS, the City installed a temporary signal at Cactus Road and Sarival Avenue to mitigate congestion and improve safety to accommodate the Waddell Road bond project, and funds are needed to replenish the planned traffic signals;

WHEREAS, the City wishes to advance the upgrade and energize the streetlights within the Kingswood Parke neighborhood;

WHEREAS, the City wishes to install a median modification along Waddell Road at 142nd Lane for business access;

WHEREAS, both the Transportation and HURF funds received additional revenue and had operational savings above projections;

WHEREAS, the Department wishes to use those additional funds identified within the Transportation Improvement and HURF funds to complete the projects listed above;

WHEREAS, the FY2020 budget was adopted by Council Resolution #2019-75 on June 4, 2019;

WHEREAS, this action will necessitate a budget amendment; and

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

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2019 through June 30, 2020.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2019-134

Exhibit A

1. Appropriation - Public Works CIP Project budget amendments the Public Works Department is seeking funding to accommodate two capital improvement roadway projects that need additional funding due to construction cost escalation. In addition, the department is seeking funding to add the Kingswood Parke Streetlight improvements and the Waddell Road median modification to the FY20 capital improvement budget. This amendment will also replenish the Traffic Signal Fund that was utilized to construct the Cactus Road and Sarival Avenue traffic signal. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these allocations do not increase or decrease the total budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Transportation Improvement	Public Works	#P61440 Waddell Rd (SR303-Reems Rd)	E	75,000	1,456,200	1,531,200
Highway User Revenue	Public Works	#P61440 Waddell Rd (SR303-Reems Rd)	E	-	698,500	698,500
Transportation Improvement	Public Works	#P61450 Litchfield Rd (Waddell Rd-Peoria)	E	-	414,100	414,100
Transportation Improvement	Public Works	#P61500 Traffic Signals	E	700,000	163,000	863,000
Transportation Improvement	Public Works	#P61550 Waddell Median Modification	E	-	150,000	150,000
Transportation Improvement	Public Works	#P61560 Kingswood Parke Streetlights	E	-	325,000	325,000
Highway User Revenue	Public Works	Contingency	E	698,500	(698,500)	-
Transportation Improvement	Public Works	Contingency	E	1,565,400	(1,565,400)	-
Grants	General Operations	Contingency	E	20,501,500	(942,900)	19,558,600
Expense Total				23,540,400	-	23,540,400

2. List of Capital Items Over \$50,000 - Council approved Fiscal Year 2020 Capital Items Over \$50,000. This resolution provides authorization to add \$525,000 to project P61550 Waddell Median Cuts and project P61560 Kingswood Parke Streetlights for the current Fiscal Year 2020 Capital Items Over \$50,000.

Reference#	Description	Current Amount	Increase/ (Decrease)	Amended Amount
20177	Waddell Rd (SR303-Reems Rd)	7,129,351	2,154,700	9,284,051
20178	Litchfield Rd (Waddell Rd-Peoria)	4,147,192	414,100	4,561,292
20183	Traffic Engineering Signals	709,500	163,000	872,500
20188	Waddell Median Modification	-	200,000	200,000
20189	Kingswood Parke Streetlights	-	325,000	325,000



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: November 5, 2019
Submitting Department: Legal
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:

Consideration and action to recess into executive session for discussion and consultation with the City's attorneys for legal advice pertaining to the City's current opioid litigation.

Motion:

I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
