



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

Tuesday, December 17, 2019 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

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

B. Roll Call

C. Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

1. Sonoran Heights Elementary School and Youth Council Members will be providing a report pertaining to current Youth events and projects.
2. Surprise Police Department Explorer program recognition.

F. City Clerk Report

G. Call To The Public

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

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

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

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

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|------------|--|--|
| 3. | District 5 | Consideration and action to approve a request by Huong Tran, Agent/Owner for a Series 12 (Restaurant) liquor license for CHILL'D TEA LOUNGE located at 14071 W. Bell Road, Suite 103, Surprise, Arizona 85374. | None

Sherry Aguilar
City Clerk |
| 4. | District 4 | Consideration and action to approve a request by Jeffrey Craig Miller, Agent/ for a Series 12 (Restaurant) liquor license for Angry Crab Shack located at 11340 W. Bell Road, 118A, Surprise, Arizona 85374. | None

Sherry Aguilar
City Clerk |
| 5. | Citywide | Consideration and action on the minutes of December 3, 2019 Regular City Council Work Session and Regular City Council Meeting. | None

Sherry Aguilar
City Clerk |
| 6. | Citywide | Consideration and action pertaining to formally accepting the donations associated with the Veterans Reflection Circle, Capital Project P61540; Resolution #2019-37. | None

Mike Gent
Public Works |

- | | | | |
|---|------------|--|--|
| 7. | District 5 | Consideration and action declaring the City's intention of establishing the street light improvement district known as, " City of Surprise, Arizona, SU-City Center 01 187 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the Texas Rangers Housing Facility Street Lighting Improvement District; Resolution #2019-143. | None

Mike Gent
Public Works |
| 8. | District 1 | Consideration and action declaring the City's intention to establish the street light improvement district known as, "City of Surprise, Arizona, SU-175th and Cactus 186 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2019-136. | None

Mike Gent
Public Works |
| 9. | District 3 | Consideration and action pertaining to approval of a Streetlight Maintenance Agreement between the City of Surprise and Westcor Surprise RSC, LLC, in order to provide lighting along Prasada Parkway and Alexandria Way, south of Waddell within the Prasada Development; Resolution #2019-99. | None

Mike Gent
Public Works |
| 10. | District 1 | Consideration and action pertaining to approval of the Final Plat entitled, "Bell Pointe II - North and Tract LL of Bell Pointe I Plat" and dated November 11, 2019, a 7.69 acre property generally located north of Bell Road and east of Bell Pointe Boulevard. | Robert Kuhfuss
Community
Development |
| 11. | District 2 | Consideration and action pertaining to approval of the Final Plat entitled, "Loop 303 and Bell Road" and dated October 24, 2019, a 5.91 acre property located generally north of Bell Road and west of Loop 303, in the Community Commercial (CC) zoning district. | None

Shirley Phan
Community
Development |
| REGULAR AGENDA ITEM - PUBLIC HEARING: | | | |
| REGULAR AGENDA ITEM - NON-PUBLIC HEARING: | | | |
| 12. | Citywide | Presentation and discussion pertaining to Public-Private Partnerships. | None

Kendra Pettis
Jeanine Jerkovic
Sports and
Tourism |
| 13. | Citywide | Presentation and discussion pertaining to a possible amendment to Sec. 2-298 of the Surprise Municipal Code reducing the number of members of the Veterans, disability and human services commission through attrition. | None

Legal |
| 14. | Citywide | Consideration and action pertaining to approval of the Shared Active Transportation Vehicle (SATV) Pilot Program Temporary Operating Agreement with Slidr, LLC. | Stephen Chang
Community
Development |
| I. Other Business and Future Agenda Items | | | |

J. City Council Reports

K. Executive Session

15. Internal Consideration and action to recess into executive session for discussion and consultation with the City's attorneys for legal advice pertaining to potential litigation pursuant to A.R.S 38-431.03 (A)(3). Robert Wingo Legal

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

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

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

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

L. Adjournment

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED: December 12, 2019 at 1:55 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: December 17, 2019
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

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

Contact Person: Michael Frazier, CITY
MANAGER
District: Citywide

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

Sonoran Heights Elementary School and Youth Council Members will be providing a report pertaining to current Youth events and projects.

Motion:

None

Background:

Athletic teams - Baseball Champions, softball, boys soccer, volleyball and cross country - Sharing our Signature Program of active Mind and Body and the benefits that physical activities provide to learning.

Are Youth Council members will provide a report pertaining to current Youth Council events and projects.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

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

Contact Person: Michael Frazier, CITY
MANAGER
District: Citywide

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

Agenda Wording:

Surprise Police Department Explorer program recognition.

Motion:

None

Background:

The Surprise Police Explorers participated in the "Best of the West" Explorer competition in San Diego, California. The Explorers competed against 13 highly skilled and professional Explorer posts from across the Western United States during the week long competition and earned multiple awards.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 17, 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 Huong Tran, Agent/Owner for a Series 12 (Restaurant) liquor license for CHILL'D TEA LOUNGE located at 14071 W. Bell Road, Suite 103, Surprise, Arizona 85374.

Motion:

I move to approve a request by Huong Tran, Agent/Owner for a Series 12 (Restaurant) liquor license for CHILL'D TEA LOUNGE located at 14071 W. Bell Road, Suite 103, Surprise, Arizona 85374.

Background:

This license was posted 20 days in advance at the listed location for the scheduled public hearing. All departmental reports are attached noting no concerns for this request.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. Chill'd Tea Lounge Map
2. CHILL'D TEA LOUNGE REPORT
3. Chill'd Tea Lounge REV
4. Chill'd Tea Lounge_Memo to Clerk_20191114
5. Chill'd Tea Liquor Licensefirereport

Chill'd Tea Lounge

PAD
Kingswood Park/Sun Village

PAD
West Point
Towne
Center

PAD
Surprise Center

PAD
West Point
Towne
Center

Site

Date: November 25, 2019

To: Sherry Aguilar, City Clerk

From: Chris Boyd, Acting Community Development Director

By: James Stewart, Zoning Specialist

Re: Liquor License Application for:
Huong Tran, Agent/Owner
Chill'd Tea Lounge
14071 W. Bell Road, Surprise, Arizona 85374
Series 12 - Restaurant

The number and series of licenses in close proximity to the subject site are:

1. Wal-Mart Supercenter #2777 (Series 9) – 13770 W. Bell Rd.
2. Tacos Calafia (Series 12) – 17239 N. Litchfield Rd.
3. Richi's Diner (Series 12) – 17221 N. Litchfield Rd. #50
4. Uni Sushi & Steak (Series 12) – 17191 N. Litchfield Rd.
5. China Buffet #17119 (Series 12) – 17119 N. Litchfield Rd. #20
6. Buffalo Wild Wings (Series 12) – 13882 W. Bell Rd.
7. State 48 Brewery (Series 3 & 12) – 13823 W. Bell Rd.
8. Irish Wolfhound Restaurant (Series 6) – 16811 N. Litchfield Rd. #102-104
9. Rio Mirage Cafe (Series 12) – 13863 W. Bell Rd.
10. Chipotle Mexican Grill #0898 (Series 12) – 13869 W. Bell Rd. #107
11. Red Robin (Series 12) – 14015 W. Bell Rd.
12. Carrabba's Italian Grill (Series 12) – 14043 W. Bell Rd.
13. Saigon Kitchen (Series 12) – 14071 W. Bell Rd.
14. Long Horn Steakhouse (Series 12) – 14127 W. Bell Rd.
15. Pei Wei Asian Diner (Series 12) – 14155 W. Bell Rd. #113
16. Sun Village Community Association (Series 14) – 17300 N. Sun Village Pkwy. #A
17. Chef Peter's Bistro 9 Series 12) – 17300 N. Sun Village Pkwy. #D
18. New York Pizza Dept. (Series 12) – 13980 W. Bell Rd.
19. Circle K Store #2741641 (Series 10) – 13908 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 affect 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.

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: November 21, 2019

JOB NUMBER - 76977

NEW LICENSE - Series #12 - Restaurant

APPLICANT:

Chill'd Tea Lounge

14071 W. Bell Road #103

Surprise, Arizona 85374

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***
Chill'd Tea Lounge has been in operation for approximately one year at this current location. Chill'd Tea Lounge currently specializes in coffee and tea drinks along with pastries and desserts. The likely customers will come from the city of Surprise and surrounding community. There is expected seating of 38 persons, with eight of these seats designated for a small bar area.
- 2) ***Effect of vehicular traffic in close proximity.***
The addition of a liquor license to this location should have no altering effect on vehicular traffic. There is adequate parking, with main access off of Bell 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.***
There have been no reported liquor violations nor any reported criminal activity at this location. There have been at least two thefts of outside furnishing materials at nearby Saigon Kitchen in 2016, along with a robbery of the sandwich shop in Dec, 2014. There was also a burglary via the back door of the same submarine shop in 2018.
- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***
Chill'd Tea Lounge is open every day at 9AM and closes most days by 9:30AM. However, it does close at 10PM on Friday and Saturday evenings. Chill'd is adjacent to Saigon Kitchen and has an entrance from Saigon Kitchen through a shared wall, along with a main front entrance. Saigon Kitchen, which also has a current series 12 license, opens at 11AM and has varying closing hours, but none later than 9:30PM. There is also a sandwich shop that closes by 9PM every night and an insurance company that is open normal business hours.
- 5) ***Appropriateness of series license requested.***
A series 12 license is appropriate and applicable for Chill'd Tea Lounge, per state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059



MEMO

Date: 11/14//2019

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Stacie McQuarrie, Accounting Support Specialist

RE: Liquor License Application – Chill'd Tea Lounge – 14071 W Bell Rd Ste 103

Business License Status:

License #1022209, 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



December 10, 2019

To: Sherry Ann Aguilar, City Clerk
From: Keith Tanner, Fire Marshal
Subject: Liquor License Application
Applicant: Chill'd Tea Lounge

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.

A handwritten signature in black ink that reads "Keith Tanner".

Keith Tanner, Fire Marshal
Fire Prevention Division
Surprise Fire-Medical Department



CITY OF SURPRISE
Regular City Council Meeting

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

Contact Person: Sherry Aguilar, City Clerk
District: District 4

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

Agenda Wording:

Consideration and action to approve a request by Jeffrey Craig Miller, Agent/ for a Series 12 (Restaurant) liquor license for Angry Crab Shack located at 11340 W. Bell Road, 118A, Surprise, Arizona 85374.

Motion:

I move to approve a request by Jeffrey Craig Miller, Agent/ for a Series 12 (Restaurant) liquor license for Angry Crab Shack located at 11340 W. Bell Road, 118A, Surprise, Arizona 85374.

Background:

The property was posted 20 days in advance of the scheduled public hearing. All departmental reports are attached noting no concerns for this request.

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 11340 W Bell #118A Angry Crab Liquor License
2. Angry Crab Shack police
3. Angry Crab Shack_Memo to Clerk_20191114
4. Angry Crab
5. Angry Crab.pdf



Surprise Fire-Medical Department

14250 W. Statler Plaza Ste. 101

Surprise, AZ 85374-7479

Phone: 623-222-5000

Fax: 623-222-5001



November 18, 2019

To: Sherry Ann Aguilar, City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Angry Crab Shack
11340 W Bell Road, Suite 118A
Surprise, AZ 85374

The above referenced facility is currently undergoing renovations and has an active permit for the tenant improvement. The Fire Department will be conducting acceptance testing on all fire protection systems and will soon conduct final inspections soon. Therefore fire has no comment on the application at this time.

If you have any questions feel free to contact me.

A handwritten signature in black ink that reads "Keith Tanner".

Keith Tanner, Fire Marshal
Fire Prevention Division
Surprise Fire-Medical Department

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: November 21, 2019

JOB NUMBER - 83077
Series #12 – New License
Current License at Location: 12079405

APPLICANT:

Angry Crab Shack
11340 W. Bell Road, Ste 118A
Surprise, Arizona 85374

FINDINGS:

- 1) ***Evidence concerning the nature of the proposed business, its potential market and its likely customers.***

Angry Crab Shack is a full service restaurant specializing in Cajun style sea food, serving lunch and dinner and will be moving into a suite that housed a vacated Chinese restaurant. The suite has been vacated for approximately one year and a half. The potential market should be for patrons of all ages from Surprise and the surrounding northwest valley. There is expected seating for 175 persons with nine of those in a small designated bar area. There is no live entertainment, however there are plans for 16 televisions to be placed throughout the restaurant.

- 2) ***Effect of vehicular traffic in close proximity.***

The main egress and ingress is off of Avenue of the Arts Blvd, north of Bell Road. There is also egress and ingress off of Bell Road into the shopping plaza for east bound Bell Road only, due to a raised median on Bell Road, preventing west bound traffic from the plaza. There is a traffic signal light at 114th Avenue and Bell Road which is adequate to handle the traffic flow in this area.

- 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 lest 20 days before the hearing.***

Over the past five years, there have been two reported vehicle burglaries from the parking lot of the plaza in 2014 and two more in 2016. There was a claim of a theft by a citizen who said the gun he mailed, using the small post office of a gift shop in the plaza never got to it's out of state destination. Earlier this month, there was a transient arrested just north of the plaza, for possession of drug paraphernalia and an outstanding warrant. There have been miscellaneous calls for suspicious persons in the parking lot, along with kids on bikes on the plaza, but no other criminal activity that stands out, including any liquor violations.

- 4) ***Comparison of hours of operation of the proposed premises to the existing businesses in close proximity.***

Angry Crab Shack's hours of operation should be from 11AM to either 9PM or 10PM, plus one hour later on Fridays and Saturdays. There is also a 5 & Diner 2 full service restaurant, with a series 12 license, is in this small retail Bel Mar shopping plaza. It's hours of operation from 7 AM to 8 PM every day except Fridays and Saturdays, when they close at 9 PM. Hurricane Grill & Wings is another restaurant in the same plaza, which also has a current series 12 license. Their hours are from 11 AM to 9 PM, with the exception of Fridays, when it closes at 10 PM. There are some smaller shops in the plaza and a medical office which all have normal business type hours.

- 5) ***Appropriateness of series license requested.***

A series 12 license is appropriate and applicable for the Angry Crab Shack, per state guidelines for restaurants.



MEMO

Date: 11/14/2019

To: Sherry Aguilar, City Clerk
Linda Stevens, Deputy City Clerk
From: Stacie McQuarrie, Fiscal Support Specialist

RE: Liquor License Application – Angry Crab Shack – 11340 W Bell Rd Ste 118A

Business License Status:

Application packet to be mailed on 11/14/2019.

Mailing to:

Angry Crab Shack
Attn: Mr Jeffrey C Miller
PO Box 2502
Chandler AZ 85244

Angry Crab Shack

PAD
Coyote
Lakes

PAD
Canyon Ridge West

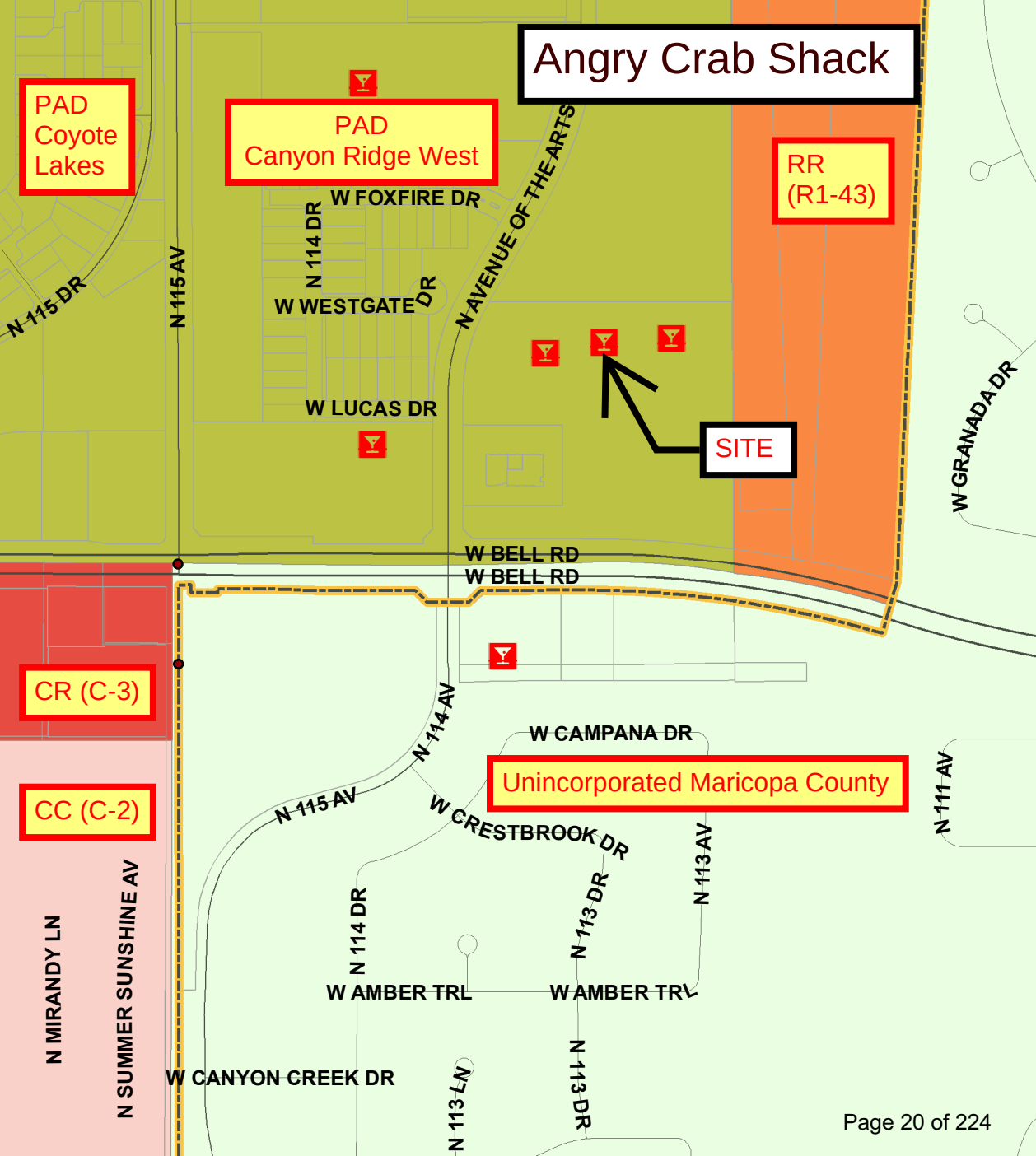
RR
(R1-43)

SITE

CR (C-3)

CC (C-2)

Unincorporated Maricopa County





COMMUNITY DEVELOPMENT DEPARTMENT

Date: November 22, 2019
To: Sherry Aguilar, City Clerk
From: Chris Boyd, Acting Community Development Director
James Stewart, Zoning Specialist
Re: Liquor License Application for:

**Angry Crab Shack
Jeffery Craig Miller, Agent/owner
Series 12 - Restaurant
11340 W. Bell Road, 118A
Surprise, Arizona 85374**

The number and series of licenses in close proximity to the subject site are:

1. 5 & Diner 2 (Series 12) – 11340 W. Bell Rd. #125A
2. Gifts To Go (Series 10) – 11340 W Bell Rd. #12
3. Café on the Avenue (Series 12) – 17420 N. Avenue of the Arts (Expired)
4. Circle K #6285 (Series 9) – 11339 W. Bell Rd. (Unincorporated Maricopa County)
5. Quiktrip #494 (Series 10) – 11420 W. Bell Rd.

The immediate area is comprised of commercial establishments. The property is zoned PAD (CC) Canyon Ridge West which is consistent with the proposed use.

Commercial and residential growth is expected to 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 affect 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.



CITY OF SURPRISE
Regular City Council Meeting

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

Contact Person: Sherry Aguilar, City Clerk
District: Citywide

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

Agenda Wording:

Consideration and action on the minutes of December 3, 2019 Regular City Council Work Session and Regular City Council Meeting.

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 1232019 Work Session minutes
 2. 12319 REG
-

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

Tuesday, December 3, 2019 @ 4:00PM

Call To Order

Roll Call

Mayor Hall called to order the Regular City Council Work Session of December 3, 2019 at 4:00 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 and Sanders and Remley.

Staff Present: City Manager, Michael Frazier; City Attorney, Robert Wingo and City Clerk, Sherry Ann Aguilar.

Pledge of Allegiance

Call To The Public

Regular City Council Work Session Agenda

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to the proposed adoption of an ordinance establishing restrictions on the sale of tobacco products to persons under 21 - NO ACTION

The legal department brought forward an ordinance at the Council request regarding this item. Harold Brady followed with a powerpoint presentation.

Vice Mayor Winters - Will we model this after the Flagstaff ordinance?

Yes, we looked at several but this one is primarily following Flagstaff.

Council Member Remley - You don't plan on bringing the ordinance forward until after the Attorney General gives his opinion?

Depending on the opinion, we might want to make some changes.

Mayor Hall - Asked for clarification on the enforcement. How will this be done? If we have an ordinance, we need to enforce it. I like the idea about the Explorers. I would also like to get some feedback from Flagstaff.

Council Member Judd - Did Flagstaff do any community feedback? Do we have any outreach planned in our City? I don't agree with taking away rights of our citizens. Why don't we focus on the enforcement issues. I like the licensing because it puts teeth in the ordinance.

Council Member Hayden - When will we hear from the Attorney General?

It could be months, no guarantees.

Council Member Duffy - Maybe we should do some outreach as we are waiting for the AG response. I would be curious to see what the whole community thinks about this. He asked for clarification on enforcement and when will checks be made on the businesses.

Mayor Hall - Let's figure out how to structure some outreach and get some feedback.

2. Presentation and discussion on the final report of the Surprise Community Needs Assessment - NO ACTION

HSCV Director, Seth Dyson and Dr. Lisa Armijo Zorita, gave a powerpoint presentation on this item.

Mayor Hall asked what is the property threshold, dollar amount?

Dr. Zorita - It is contingent on how many are in the household. The report is in the council packet.

Council Member Remley - What are the hours of the Senior Center?

8:00 AM to 4:00 PM, then 4:00 PM is the after school program.

Dr. Zorita - reviewed the recommendations.

Council Member Sanders - Good job, thank you for the work you did. I like the idea of keeping this report updated. The biggest point in the research is awareness.

3. Presentation and discussion regarding Community Pools in Medium Density Zoning - NO ACTION

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

Lloyd Abrams clarified the zoning requirements.

Council Member Remley - I would like to see a standard in Surprise of when someone comes to build homes here in Surprise. One problem that I have is, we all ask for City services, if the communities don't have a pool, then the residents want to eh City to provide this.

Mayor Hall - It's a tricky route, but there are property rights that we need to be sensitive too. It's complicated. Marley Park did it right, they built all the amenities so people could see what they were buying into.

Council Member Duffy - There are a few communities that would trigger the pool requirements, the current document allows for enough room to put in a pool on their own.

Council Member Judd - Would the pool amenity count towards the open space?

Yes, correct.

Council Member Sanders - Resetting pool perimeters from what I can see. They could still ask for a waiver, correct?

Yes, correct.

- **Executive Session**

- **Adjournment**

Vice Mayor Winters made the motion to adjourn the Regular City Council Work Session of December 3, 2019 at 5:28 PM. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Skip Hall, Mayor

ATTEST:

Sherry Ann Aguilar, City Clerk, MMC

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Work Session of **Tuesday, December 3, 2019.**

Sherry Ann Aguilar, City Clerk, MMC

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

Tuesday, December 3, 2019 @ 6:00PM

Call To Order

Invocation

Roll Call

Pledge of Allegiance

Proclamation and Community Acknowledgements

Mayor read proclamation in recognition of Speak Up, Stand Up, Save a Life Proclamation.

1. Speak Up, Stand Up, Save a Life Proclamation

E. City Manager Report

1. Reports

Youth Council reports.

1. Paradise Honor Elementary School and Youth Council Members will be providing a report pertaining to current Youth events and projects.

2. Recognition of Veterans Day event participants.

City Manager Frazier introduced Donna Miller to announce the winners of the Veteran's Day parade entries.

City Clerk Report

1. Reports

3. Consideration and action to remove Jacob Thomas from the Veterans, Disability and Human Services Commission due to unexcused absences - APPROVED

Vice Mayor Winters made the motion to approve removing Jacob Thomas from the Veterans, Disability and Human Services Commission due to unexcused absences. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Call To The Public

Mark Novak - Fundraiser for Highland Prep Robotics team. Asked for assistance from the City to cover costs to go to DC.

Regular City Council Meeting Agenda

CONSENT AGENDA:

Council Member Judd made the motion to approve the consent agenda excluding item 7. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

4. Consideration and action on the Regular City Council Meeting Minutes of November 19, 2019 - APPROVED

5. Consideration and action to approve the Regular Council Work Session and Regular Council Meeting Schedule for 2020 - APPROVED

6. Consideration and action pertaining to approval of the Final Plat entitled, "Plath North Dixileta" and dated October 6, 2019, a 2.71 acre property generally located south of Dixileta Drive and west of 165th Avenue, in the Residential Ranch (RR) zoning district - APPROVED

7. Consideration and action pertaining to approval of the Final Plat entitled, Replat of Lot 2 Rangers Housing at Surprise Center and dated October 20, 2019, a 3.07 acre property located in the Surprise Center Planned Area Development (PAD) - APPROVED

Council Member Sanders asked to have this item removed for discussion. He commented that this is a good project.

Council Member Sanders made the motion to approve the Final Plat Replat of Lot 2 Rangers Housing at Surprise Center. Council Member Duffy seconded the motion

8. Consideration and action pertaining to the approval of the Re-Plat entitled, A Re-Plat of Lot 1 of the Final Plat Amendment of Lots 7, 8 and Custer Lane of Prasada-Phase 2A West and dated October 25, 2019, a 40.8 acre property generally located south of Custer Lane alignment and east of Cotton Lane in Prasada - APPROVED

9. Consideration and action pertaining to acceptance of a Dedications of Public Rights-of-Way from RM 47, LLC, for rights-of-way near Happy Valley and 147th Avenue - APPROVED

10. Consideration and action pertaining to acceptance of a Dedication of Public Rights-of-Way from Sun Belt Land Investment Limited Partnership, for rights-of-way along 147th Avenue between Jomax and Happy Valley Roads - APPROVED

11. Consideration and action pertaining to a Grant of an Utility Easement to APS at the SPA 1 Waste Water Treatment Facility for the purpose of ongoing expansion of city facilities - APPROVED

12. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2020 budget by reallocating appropriations in the amount of \$54,300 within the Grants Fund for the receipt of grant funding and to amend the FY2020 Capital and Operating List of Items Over \$50,000 by increasing the GOHS Grant Purchases Item in the amount of \$75,000; Resolution # 2019-139 - APPROVED

13. Consideration and action pertaining to approval of an agreement with the Tohono O'odham Nation to accept grant funding for the Enhancing Community Resiliency Project and amending the Fiscal Year 2020 budget by reallocating appropriations of \$50,000 within the Grants Fund; Resolution # 2019-142 - APPROVED

14. Consideration and action pertaining to approval of an Intergovernmental Agreement with the cities of Avondale, Chandler, Glendale, Peoria, Scottsdale, Surprise, and Tempe, the Town of Gilbert; and, the County of Maricopa to remain a part of the Maricopa Home Consortium; Resolution # 2019-141 - APPROVED

REGULAR AGENDA ITEM - PUBLIC HEARING:

15. Consideration and action pertaining to approval of an Annexation for Paradise Education located on the east side of 175th Avenue, one-quarter (1/4) mile north of Cactus Road; Ordinance #2019-30 - APPROVED

City Planner, Hobart Wingard gave a brief powerpoint presentation on this item.

Council Member Duffy asked the Superintendent to answer a few questions on this project.

Council Member Duffy made the motion to approve Ordinance 2019-30. Council Member Hayden seconded the motion. Seven yes votes, motion carried.

16. Presentation and action pertaining to approval of a Major Amendment to the Surprise General Plan 2035; Resolution # 2019-138 - APPROVED

City Planner, Joshua Mike gave a brief powerpoint presentation on this item.

Mayor Hall - You did some important work here, I read it all. We needed this update.

No public comments were made.

Council Member Remley made the motion to approve Resolution 2019-138. Council Member Sanders seconded the motion. Seven yes votes, motion carried.

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

17. Presentation pertaining to an Emergency Management update - NO ACTION

Tracy Montgomery, Emergency Management, City Manager's Office gave powerpoint presentation on this item.

Mayor Hall - Some of our City is contiguous with the County, is there communication? I like that you want to go out and engage with our communities.

18. Consideration and action pertaining to the City Council Strategic Plan - APPROVED

ACM, Mark Schott gave a brief powerpoint presentation on this item.

Mayor Hall has a question on Development Transportation impact fees.

Public Works Director, Mike Gent commented that this would fund road projects.

Mayor Hall inquired about Section 2 and the Chamber involvement, how will we involve them?

Council Member Judd made the motion to approve the City Council Strategic Plan. Council Member Remley seconded the motion. Seven yes votes, motion carried.

19. Consideration and action pertaining to approval of the Shared Active Transportation Vehicle (SATV) Pilot Program Temporary Operating Agreement with The Collective We, LLC - APPROVED

City Planner, Stephen Chang gave a brief powerpoint presentation on this item.

Council Member Sanders - The map is an exact shape of District 5. We asked that the additions be made, why were they not put in there in the first place?

Council Member Judd - Questioned the waiver of the \$2,500. fee, what was the purpose for this waiver? Staff is recommending that we waive the fee, what is the rationale behind this? If we were to approve this tonight, how soon would the applicant be able to start?

Council Member Remley - Why is the map in our packet different than previously displayed? How much time has been spent working on this program?

Council Member Duffy - do we know how many scooters to start?
Mr. Chang - A total of 30 maximum.

Council Member Judd made the motion to approve the Shared Active Transportation Vehicle (SATV) Pilot Program Temporary Operating Agreement with The Collective We, LLC. Vice Mayor Winters seconded the motion. Seven yes votes, motion carried.

20. Consideration and action pertaining to an amendment to Surprise Municipal Code Chapter 26, Article III, Sections 26-66 and 26-67 relating to carrying the Luke Air Force Base noise contour map; Ordinance # 2019-33 - APPROVED

City Attorney, Robert Wingo gave a brief powerpoint presentation on this item.

Vice Mayor Winters - I think this is a reasonable request.

Council Member Remley - This is redundant since the State covers this already.

Liz Recchia, WEMAR - thanked Council and the City Attorney for addressing our concerns and we support this change.

Vice Mayor Winters made the motion to approve Ordinance 2019-33. Council Member Remley seconded the motion. Seven yes votes, motion carried.

Other Business and Future Agenda Items

City Council Reports

Council reported on and/or attended the following:

Council Member Duffy - Larry Miller Dealership (D3) Community Meeting from 6-8 - cancelled meet and greet.

Council Member Hayden - hope you all had a wonderful Thanksgiving. Friday and Saturday - tree lighting and Saturday it runs all day long. Santa's Workshop December 11 and Sunday in the Park Food Truck a lot of wonderful activities.

Council Member Judd: my community meeting lands on Christmas so it's cancelled and I have a small Marley Park Meeting tomorrow.

Council Member Remley - I was in San Antonio for the National League of Cities regarding homelessness, community building and transportation.

Vice Mayor Winters - spoke at AZ Traditions Meeting, thanked them for inviting Mayor Hall to this meeting. Judge at Chance Shelter Fundraiser dog competition - best dressed dog.

Mayor Hall - Small Business Saturday last Saturday, Ribbon Cutting for Richi's Diner, radio interview with Mike Nesbitt, Charter School art exhibition at city hall and gave details regarding the holiday events on Friday and Saturday.

Executive Session

Adjournment

Vice Mayor Winters made the motion to adjourn the Regular City Council Meeting of December 3, 2019 at 7:46 PM. Council Member Sanders 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, December 3, 2019.**

Sherry Ann Aguilar, City Clerk, MMC



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 17, 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

Agenda Wording:

Consideration and action pertaining to formally accepting the donations associated with the Veterans Reflection Circle, Capital Project P61540; Resolution #2019-37.

Motion:

I move to approve Resolution #2019-37.

Background:

In January 2019, the Surprise City Council unanimously approved the conceptual plan for the Veterans Reflection Circle located within the Surprise Community Park, next to the Surprise Lake. Prior to Council's vote, in June 2018, the city's Honoring an Exceptional Leader Task Force was reconvened at Council's request to identify possible ways in which to honor late veteran and resident Brian Mancini.

During the task force process, two members of the design community – Jesse Westad with WERK Urban Design and Landscape Architecture and Jerry Moar with Logan Simpson – were inspired and moved by Mancini's story and volunteered in-kind design services for the Veterans Reflection Circle. They presented their concept to the task force who recommended that it be presented to Council.

Following Council approval, Staff solicited a request for qualifications to identify a General Contractor and Construction Manager to lead the effort in delivering this fully donated project. With the leadership of Haydon Building Corp. and the generosity of 40 contractors, consultants, and vendors the project was designed and constructed at no cost to the City of Surprise.

Objective Analysis:

Approval of this item supports the Council's commitment to the Veteran Community.

Policy Compliant:

This item is policy compliant as it relates to the City's financial policies for accepting donations.

Financial Impact:

The actual costs of the infrastructure improvements donated and dedicated to the city are \$385,000.

Budget Impact:

If approved, the operation and maintenance associated with the Veterans Reflection Circle will be the City's responsibility. It is estimated that the cost to maintain the Veterans Reflection Circle will be \$4,500 annually.

FTE Impact:

There are no FTE's associated with this item.

ATTACHMENTS:

1. Res. 2019-37 Donation Acceptance eh
 2. MEMO_SIGNED
 3. VRC_ Itemized Scope Costing_
-

RESOLUTION # 2019-37

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA ACCEPTING THE RESTRICTED
DONATIONS FOR DESIGN AND CONSTRUCTION SERVICES
ASSOCIATED WITH THE VETERANS REFLECTION CIRCLE.**

WHEREAS, the City wishes to accept the completed design and construction services associated with the Veterans Reflection Circle; and

WHEREAS, by accepting this donation the City acknowledges its willingness to operate and maintain the Veterans Reflection Circle.

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

Section 1. That the Mayor and Council accept the donation memo as outlined as part of the City's financial policies.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

MEMORANDUM

TO: Mayor and Council

From: City Manager, Michael Frazier

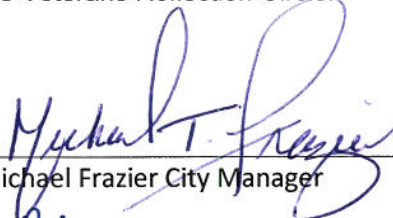
Re: Donations for Veterans Reflection Circle

The Public Works Department is seeking formal donation acceptance of the design and construction associated with the Veterans Reflection Circle project, P61540. Pursuant to the City's Donation Policy, donations in excess of \$5,000 require the acceptance of City Council. The generous donors of the design and construction services are listed below. The value of the design and construction services is estimated at \$385,000.

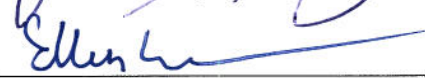
- 82 Bravo Survey and Mapping
- Airpark Signs and Graphics
- Castle Steel
- Cox Cactus Farm
- DBA Construction, Inc.
- Earthscapes
- Evergreen Turf
- Felix Construction
- Hawkeye Electric Inc.
- Haydon Building Corp.
- Honor House
- Hauser Engineering Group, LLC
- Logan Simpson
- Lowe's
- Mountain States Wholesale Nursery
- Natina
- Nesbitt Construction Contracting
- Outdoor Systems Management
- Premier Irrigation
- Rummel Construction, Inc.
- Straight Arrow Constructing, LLC
- Triton Boulder Supply
- Weinberger Waste Disposal
- Werk Urban Design
- Wright Engineering Corporation
- Ace Sandblasting
- Allstate Rent A Fence
- Arizona Wholesale
- Atwater Construction
- Elite Waste Services
- Ewing Irrigation

- Excel Screen Printing
- Jeremy Cites
- Kilauea Crushers
- Lionheart Security
- RC Lurie
- Sunrise Nursery
- Western Sealants

By accepting the donation, the Public Works Department will now assume the operation and maintenance of the Veterans Reflection Circle.



Michael Frazier City Manager



for Robert Wingo City Attorney



Andrea Davis Finance Director



Mike Gent Public Works Director



HAYDON BUILDING CORP
EXHIBIT ONE, GENERAL SCOPE OF THE WORK
SCOPE CHECKLIST

City of Surprise Veteran's Reflective Circle
Project Costs Tracking

		Subcontractor	Estimated Value
	Design Services		
	Architectural Design Services	Logan Simpson	\$45,000
	Architectural Design Services	Werks Urban Design	\$25,000
	Electrical Engineering Services	Wright Engineering	\$15,980
	General Utility Layout/Coordination	HSR Engineering	\$5,000
	General Items		
	General Supervision / Coordination		
	Schedule, Coordination, Clean-up, General Administration	Haydon	\$51,000
	General Conditions		
	Dumpsters	Weinburger	\$1,700
	Fencing	Allstate	\$1,500
	Porta-Johns	Elite	\$400
31-0000	Grading		
	Survey - Developed area	82 Bravo	\$2,000
	Rough Grade/Reshape Berms/Hardscape Prep/Dust Control/SWPPP	Rummel	\$10,000
02-4100	Demolition		
	Demo Concrete Hardscape/Curbs/Tree Removal	Rummel	\$5,000
03-3000	Hardscape/Flatwork		
	Broken Concrete Walkway (Recycled Concrete)	Rummel	\$5,000
	Broken Concrete Walkway & Accent Sidealks/Sidewalks/Expansion Joints/Header Curb	Nesbit	\$52,000
	Accent Sidewalk	Natina	\$4,000
03-3100	Formed Concrete		
	Brian Mancini Viewing Bench (Water Feature)	Felix	\$15,500
	Community Gathering Bench	DBA	\$39,208
	Bremer Walls (2) Colored / (8) Grey	Straight Arrow	\$25,000
	Sandblast Image into Concrete Bench	Ace-Sandblasting	\$2,000
32-8000	Landscaping		
	Steel Landscape Edging	Castle Steel	\$1,966
	Donation of Landscape & Drip Irrigation installation	Earthscapes	\$24,000
	Donation of Shrubs	Mountain States	\$1,000
	Donation of Shrubs	Cox Cactus	\$1,200
	Donation of Shrubs	Sunrise	\$800
	Donation of Shrubs	AZ Wholesale	\$800
	Donation of Boulders	Triton Boulder Supply	\$5,500
	Donation of DG	Kilauea Crushers	\$3,000
	Donation of Sod	Evergreen Turf	\$2,500
32-8100	Irrigation System		
	Supply of Irrigation Equipment	Ewing	\$4,000
13-1200	Water Feature		
	Pump / Vault / Viewing Bench & Installation of all items	Felix	\$7,500
26-0000	Electrical		
	Uplights at New Trees / Power to: Waterfall, Irrigation, Bollards	Hawkeye	\$15,900
10-1400	Signage		
	Mancini Story Sign / Pity Poem / Donor Logos	Airpark	\$5,600
	City of Surprise Logo (Sandblasting) / Bench Logo	Ace-Sandblasting	\$2,000
	Tabulation / Subcontractor Totals:		
	Subcontractor Totals:		
		Logan Simpson	\$45,000
		Werks Urban Design	\$25,000
		Wright Engineering	\$15,980
		HSR Engineering	\$5,000
		Weinburger	\$1,700
		Allstate	\$1,500
		Elite	\$400
		82 Bravo	\$2,000
		Rummel	\$20,000
		Nesbit	\$52,000
		Natina	\$4,000
		Felix	\$23,000
		DBA	\$39,208
		Straight Arrow	\$25,000
		Castle Steel	\$1,966
		Ace-Sandblasting	\$4,000
		Earthscapes	\$24,000
		Mountain States	\$1,000
		Cox Cactus	\$1,200
		Sunrise	\$800
		AZ Wholesale	\$800
		Triton Boulder Supply	\$5,500
		Kilauea Crushers	\$3,000
		Evergreen Turf	\$2,500
		Ewing	\$4,000
		Hawkeye	\$15,900
		Airpark	\$5,600
		Haydon	\$51,000
	TOTAL SUBCONTRACTOR CONTRIBUTION:		\$381,054



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 17, 2019
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 5

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

Consideration and action declaring the City's intention of establishing the street light improvement district known as, " City of Surprise, Arizona, SU-City Center 01 187 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks for the Texas Rangers Housing Facility Street Lighting Improvement District; Resolution #2019-143.

Motion:

I move to approve Resolution #2019-143.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders.

The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of equal apportionment taxes based on the number and classification of properties within the district.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Texas Rangers Housing Facility.

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street

Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to only one SLID and that the boundaries of each SLID accurately reflect the service area. This item is consistent with these objectives.

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities.

Budget Impact:

Funding was not included as part of the FY2020 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2020, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2021, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 RES 2019-143 SU City Center 01 187 SLID-final
 2. 02 FS18-615 SLID petition
 3. 03 FS18-615 Rangers Housing Facility SL
 4. 04 Council Map
-

RESOLUTION # 2019-143

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU-CITY CENTER 01 187 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statutes, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public streets and parks (hereinafter referred to as "Improvements") for the real property legally described in Exhibit A (such area hereinafter referred to as the "District") with such boundaries as shown in the map in Exhibit B attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publications or posting of this Resolution provided for in Sections 48-578, Arizona Revised Statutes;

WHEREAS, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District, and;

WHEREAS, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of Section 48-576, Arizona Revised Statutes, and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of publications and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes.

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

Section 1. The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU-CITY CENTER 01 187 LIGHTING IMPROVEMENT DISTRICT."

Section 3. The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and Section 48-616, Arizona Revised Statutes.

Section 4. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvements as so described above.

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "City of Surprise, Arizona SU-City Center 01 187 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 6. The Superintendent of Streets or equivalent of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

Section 7. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of Section 42-17101, et seq., 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by an equal apportionment of taxes based on the number and classification of the properties within the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

Section 8. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents (\$1.20) per each hundred dollars of taxable valuation thereof in any year.

Section 9. The District shall not engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

Section 11. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 13. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this __day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT 'A'

LEGAL DESCRIPTION

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

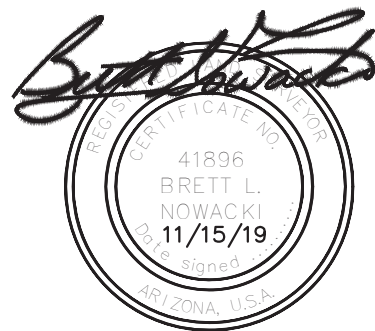
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 4 BEARS NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST A DISTANCE OF 2660.59 FEET, THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST, A DISTANCE OF 695.27 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST, A DISTANCE OF 280.09 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 89 DEGREES 05 MINUTES 13 SECONDS EAST, A DISTANCE OF 590.95 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 280.09 FEET;

THENCE NORTH 89 DEGREES 05 MINUTES 13 SECONDS WEST, A DISTANCE OF 590.95 FEET TO THE POINT OF BEGINNING.

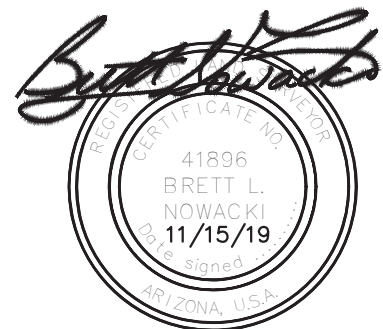
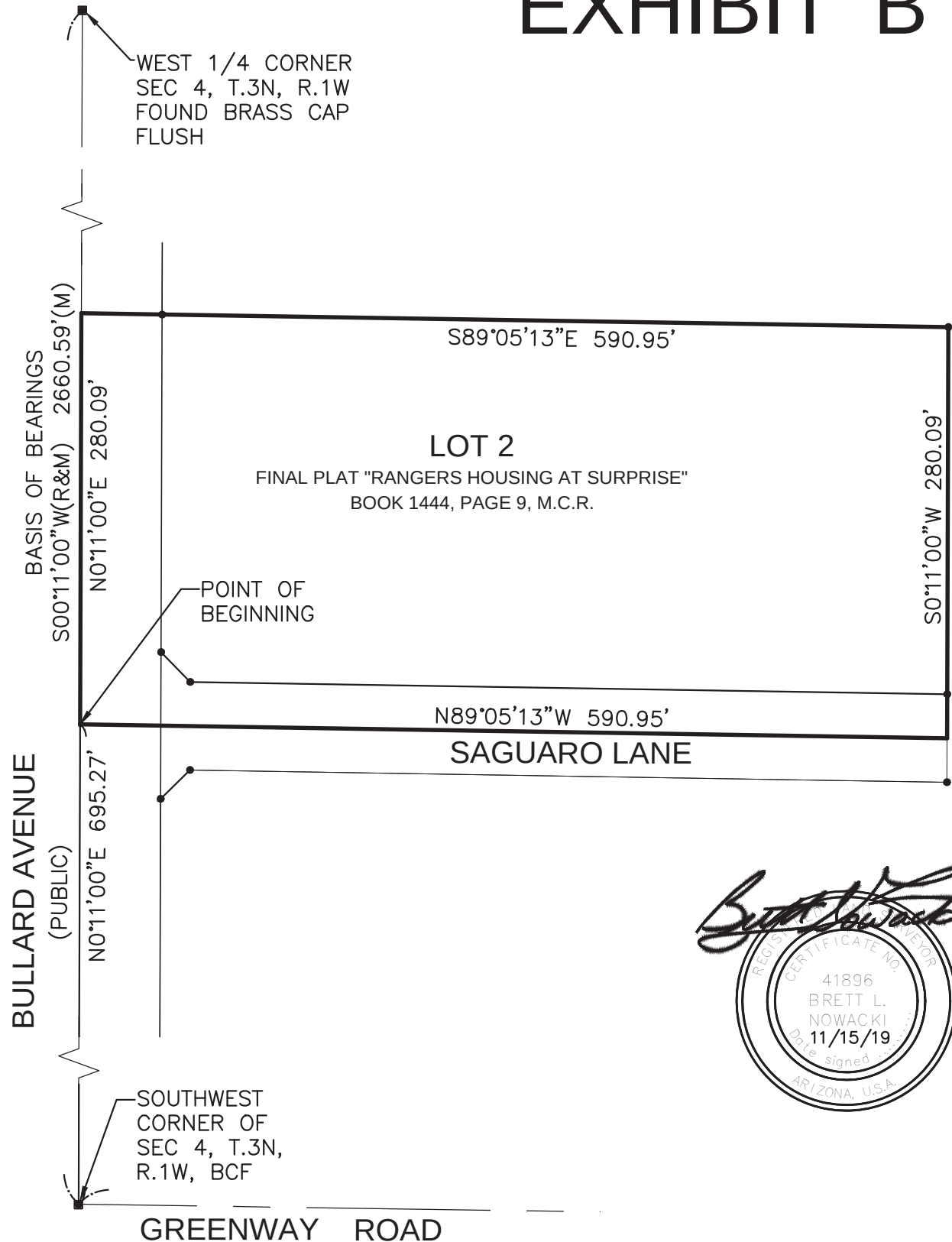


PROJECT: RANGERS HOUSING @ SURPRISE
JOB NO.: 172001

DATE : 08/15/2019
SCALE: NTS

SHEET EX-A

EXHIBIT 'B'



beck
consulting engineers

PROJECT: RANGERS
HOUSING @ SURPRISE
JOB NO.:
172001

DATE :
08/15/2019
SCALE:
1"=100'

SHEET
EX-B

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, within the district named below. We petition the City Council of the City of Surprise, Arizona, to establish a street light improvement district under Arizona Revised Statutes (A.R.S.) §48-571 to 48-622, and any amendments, and specifically A.R.S. §48-615 to 48-617, to purchase electricity for lighting the public streets and/or parks within the district whose boundaries and area is described in Exhibits A and B attached hereto. This petition includes a charge for maintaining the lighting facilities.

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

Expenses of the District shall be paid by the levy and collection of an equal apportionment of taxes based on the number and classification of properties within the District.

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

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

The name of the proposed street light improvements district shall be:
SU – City Center 01 187

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
TR Surprise, LLC	15655 North Bullard Ave.	509-01-163	 Neil Leibman, Managing Member

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RANGERS HOUSING FACILITY

BULLARD AVENUE & GREENWAY ROAD

STREET LIGHT DESIGN

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

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

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

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

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

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

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

5.01 GENERAL:

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

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

5.02 WORKING / "AS BUILT" PLANS:

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

5.03 LIGHT POLES:

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

5.04 EMBEDMENT:

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

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

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

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

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

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

5.08 PULL BOXES:

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

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

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

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

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

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

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

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

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

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

GENERAL ENGINEERING NOTES:

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

UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	11/08/2018
CENTURY LINK	11/08/2018
COX COMMUNICATIONS	11/08/2018
COS WATER	11/08/2018
SOUTHWEST GAS	11/08/2018

*PER UTILITY COMPANY REQUIREMENTS

NOTE

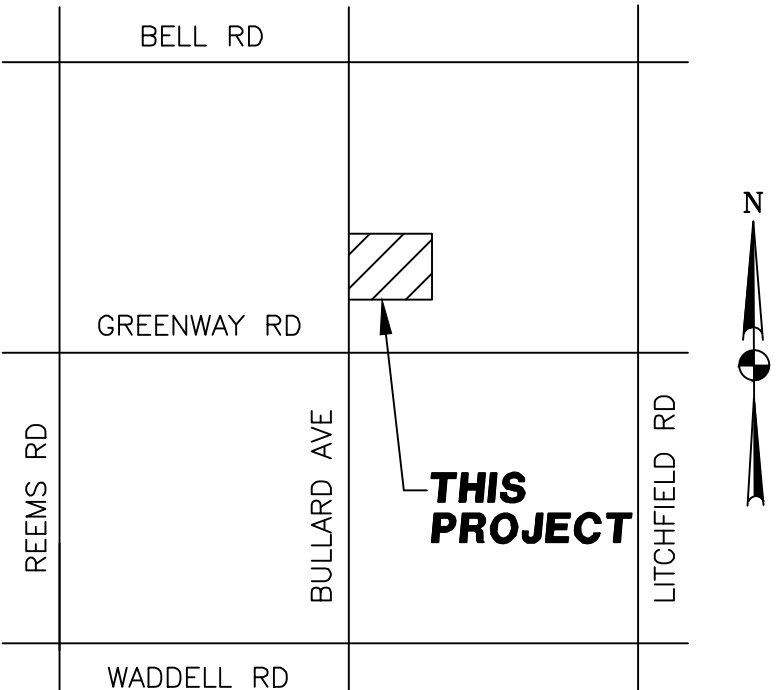
THE ELECTRICAL/MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID). THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON ARTERIAL STREETS ARE TO BE BILLED TO THE CITY OF SURPRISE'S ENERGY BILL.

LED NOTE

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

CLEARANCE NOTE

ASSURE THERE IS 1' CLEARANCE FROM EDGE OF SIDEWALK TO FACE OF POLE.



VICINITY MAP
N.T.S.

SHEET INDEX

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

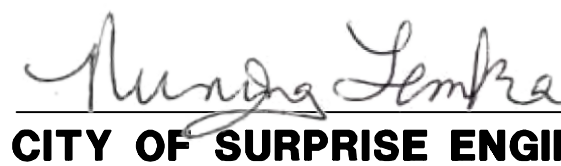
ENGINEER
WRIGHT ENGINEERING CORPORATION
165 EAST CHILTON DRIVE
CHANDLER, AZ 85225
PHONE: (480) 497-5829
CONTACT: KYLE HUGHES
EMAIL: KHUGHES@WRIGHTENGINEERING.US

OWNER
TRIDENT PARTNERS LLC
5950 S HERRY LN, SUITE 550
DALLAS, TX 85225

CIVIL ENGINEER
BECK CONSULTING ENGINEERS, INC
2942 N 24TH STREET SUITE 114
PHOENIX, ARIZONA 85016

CITY OF SURPRISE APPROVAL

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


CITY OF SURPRISE ENGINEER

02/06/2019
DATE

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE							APS STANDARD CODE NO.
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE	
①		COLLECTOR	PER PLANS	1	41'–6"	DIRECT BURY	2'–0"	33'–5"	10,270	75 W	TYPE III	120	LED	N/A	8043
②		ARTERIAL	PER PLANS	1	10'–9"	FLUSH MOUNTED	N/A	12'–0"	N/A	N/A	N/A	N/A	N/A	N/A	1926

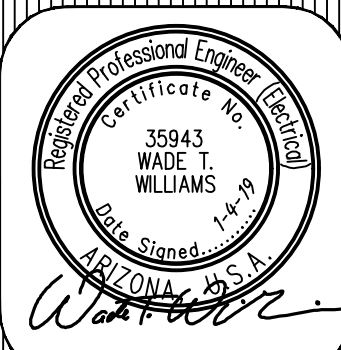


WRIGHT ENGINEERING
PROJECT NO:
18410
DESIGN BY: KJH
DRAWN BY: JZH
CHECKED BY: WTW

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

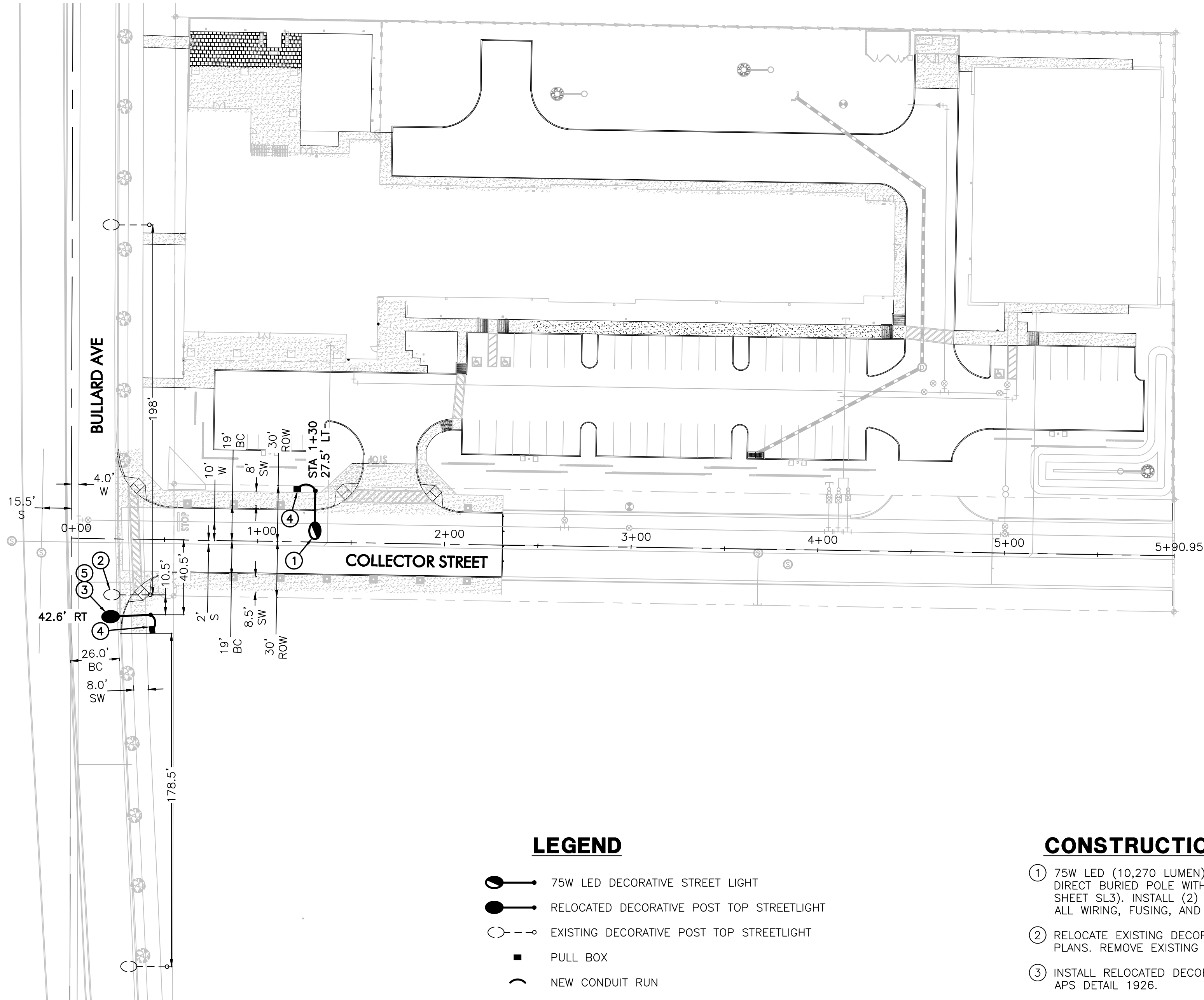
PROJECT: TITLE:
SURPRISE, ARIZONA
RANGERS HOUSING FACILITY
BULLARD AVENUE & GREENWAY ROAD
STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	NOV 2018	1ST SUBMITTAL
2	JAN 2019	2ND SUBMITTAL



DRAWING NO:
SL1
OF 3

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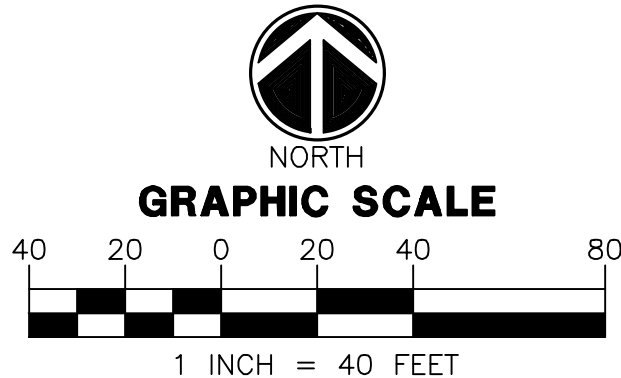


LEGEND

- 75W LED DECORATIVE STREET LIGHT
- RELOCATED DECORATIVE POST TOP STREETLIGHT
- EXISTING DECORATIVE POST TOP STREETLIGHT
- PULL BOX
- NEW CONDUIT RUN

CONSTRUCTION NOTES

- 75W LED (10,270 LUMEN) LUMINAIRE WITH PHOTOELECTRIC CONTROL ON A 41'-6" DIRECT BURIED POLE WITH A SINGLE 2" MAST ARM (S2) PER APS DETAIL 8043 (SEE SHEET SL3). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- RELOCATE EXISTING DECORATIVE POST TOP STREET LIGHT TO NEW LOCATION SHOWN ON PLANS. REMOVE EXISTING CONCRETE FOUNDATION AND BACKFILL HOLE.
- INSTALL RELOCATED DECORATIVE POST TOP STREET LIGHT ON NEW FOUNDATION PER APS DETAIL 1926.
- INSTALL APS PULL BOX NEXT TO POLE. INSTALL 1" CONDUIT WITH (2) #14 TYPE THHN/THWN AND (1) #14 BARE BOND FROM PULL BOX TO FUSE HOLDER IN STREET LIGHT PER APS DETAILS AND SPECIFICATIONS.
- BLUE STAKE BEFORE DIGGING TO ENSURE NO CONFLICTS BETWEEN UTILITIES AND STREET LIGHT TO BE RELOCATED.

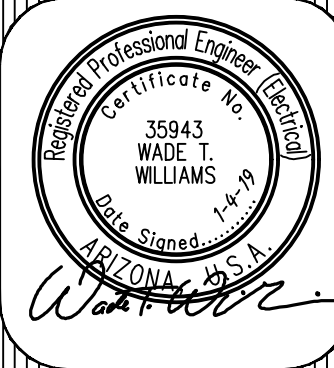


WRIGHT ENGINEERING
PROJECT NO:
18410
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DRAWN BY: JZH
CHECKED BY: WTW

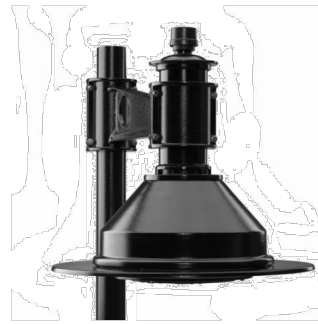
WRIGHT
engineering corporation
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165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:
SURPRISE, ARIZONA
RANGERS HOUSING FACILITY
BULLARD AVENUE & GREENWAY ROAD
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	NOV 2018	1ST SUBMITTAL
2	JAN 2019	2ND SUBMITTAL



DRAWING NO:
SL2
OF 3



K830 EL MIRAGE - LED

The K830 El Mirage is a solid, bold pendant with a shroud, designed to increase roadway performance while providing superior spacing. Suitable for off roadway applications as well, this time-less design can be used in both contemporary and historical settings.



PROJECT: _____
PREPARED BY: _____
DATE: _____

PRODUCT SPECIFICATIONS

LED ENGINE

Light engine shall include an array of 60 or 84 solid state Cree X-Series high power LEDs (light emitting diodes). The emitters shall be mounted to a metal core circuit board using SMT technology. The LEDs and circuit boards shall then be mounted to a high performance heat sink which is vented to the outside ambient air to provide dynamic airflow for cooling the system.

OPTICS

External light control shall consist of high precision refractive lenses mounted above the LED emitter arrays in such a way to achieve optimum uplight control. The lenses shall also control horizontal light distribution so that Type II, III, IV or V IESNA distribution patterns are achieved.

DECORATIVE BODY

The luminaire shall consist of a heavy Grade A319 cast aluminum housing that acts as the enclosure for the engine and is of adequate thickness to give structural rigidity. The engine must be affixed to the inside of the housing with stainless steel screws.

The bottom decorative portion of the K830 El Mirage fixture is comprised of a one-piece spun aluminum alloy with a minimum thickness of 0.09". The spinning is permanently affixed to the cast housing with the use of stainless steel hardware.

DRIVER

The LED universal dimmable driver will be class 2 and capable of 120 - 277V or 347 - 480V input voltage, greater than 0.9 power factor, less than 20% total harmonic distortion. The case temperature of the driver can range from -40°C to 70°C. Each LED system comes with a standard surge protection designed to withstand up to 20kV/10kA of transient line surge as per IEEE C62.41.2 C High. An in-line ferrite choke is utilized to provide protection against EFT's. The driver assembly will be mounted on a heavy duty fabricated aluminum bracket to allow complete tool-less maintenance.

PHOTOMETRICS

Fixtures are tested to IESNA LM79 specifications. These reports are available upon request.

CHROMATICITY

High output LEDs come standard at 3000K & 4000K (+/- 300K) with a minimum nominal 70 CRI. Additional CCT emitters are available upon request.

LUMEN MAINTENANCE

Reported (LM21) and Calculated (L70) reports are available upon request with a minimum calculated value of 100,000 hrs.

WIRING

All internal wiring and connections shall be completed so that it will be necessary only to attach the incoming supply connectors to Mate-N-Lok connectors or to a terminal block. Mate-N-Lok shall be certified for 600V operation. Internal wire connectors shall be crimp connector only and rated at 1000V and 150°C. All wiring to be CSA certified and/or UL listed, type SFF-2, SEWF-2, or SEW-2 No. 14 gauge, 150°C, 600V, and color coded for the required voltage.

THERMALS

Fixtures tested to DOE sanctioned standards to determine the maximum in-situ solder-point or junction-point temperatures of the LED emitters. This report is available upon request.

FINISH

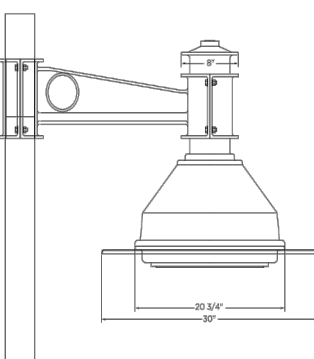
Housing is finished with a 13 step KingCoat™ SuperDurable polyester TGIC powder coat. Standard colors include strobe white, brown metal, marine blue, gate gray, Chicago bronze, standard gold, standard black, federal green and rain forest. Please see our website for a complete list of colors. RAL and custom color matches are available.

MISCELLANEOUS

All exterior hardware and fasteners, wholly or partly exposed, shall be stainless steel alloy. All internal fasteners are stainless steel or zinc coated steel. All remaining internal hardware is stainless steel, aluminum alloy, or zinc coated steel.

WARRANTY

The K830 El Mirage LED luminaire comes with a 7 year limited warranty.



CERTIFICATION:

CSA US Listed
Suitable for wet locations
ISO 9001
IP66
ARRA Compliant
LM79 / LM80 Compliant

DRIVER INFO:

>0.9 Power Factor
<20% Total Harmonic Distortion
120 - 277V & 347 - 480V
-40°C Min. Case Temperature
70°C Max. Case Temperature
Surge Protection ANSI C136.2
extreme level 20kV/10kA

EPA:

Flat Lens: 0.92 sq.ft
4.00 Arm: 1.24 sq.ft
5.56 Arm: 1.30 sq.ft

FIXTURE WEIGHT:

Flat Lens: 40 lbs



POWER & LUMENS

Test Voltage: 120V
Nominal Color Temperature: 3000K & 4000K
8060 Engine Series: 60 Emitters (40 - 120W Max)
8064 Engine Series: 84 Emitters (150 - 220W Max)
LED Engine = Driver Rated Life = 100,000 hrs†

Photometric Test Report Number	Decorative Option	Color Temperature	IES Distribution	Nominal Watts	Engine Series	Delivered Lumens†	Efficacy (LM/W)†	mA @ 120V	Driver Output Current	80V Rating	LED Equivalent†
0800SP4FLX040400XXJ	Flat Lens	3000	Type III	40	8060	5444	142	200	2000	1-0-1	50 - 70
0800SP4FLX060400XXJ	Flat Lens	3000	Type III	60	8060	7981	137	300	3000	2-0-2	70 - 100
0800SP4FLX060400XXK	Flat Lens	4000	Type III	60	8060	8122	134.0	300	3000	2-0-2	70 - 100
0800SP4FLX060400XXA	Flat Lens	4000	Type V	60	8060	7280	121.7	300	3000	2-0-1	70 - 100
0800SP4FLX070300XXJ	Flat Lens	3000	Type III	75	8060	10071	136	400	4000	2-0-2	100 - 150
0800SP4FLX070500XXJ	Flat Lens	4000	Type V	75	8060	10270	135.0	400	4000	2-0-2	100 - 150
0800SP4FLX070500XXA	Flat Lens	4000	Type V	75	8060	8774	118.4	400	4000	3-0-1	100 - 150
0800SP4FLX1000300XXJ	Flat Lens	3000	Type III	100	8060	12230	137	480	4800	2-0-2	150 - 175
0800SP4FLX1000400XXJ	Flat Lens	4000	Type III	100	8060	12960	121.9	480	4800	2-0-2	150 - 175
0800SP4FLX1000400XXA	Flat Lens	4000	Type V	100	8060	11724	112.3	480	4800	3-0-1	150 - 175
0800SP4FLX1202030XXJ	Flat Lens	3000	Type III	120	8060	14334	133	600	6000	3-0-3	150 - 200
0800SP4FLX1202030XXA	Flat Lens	4000	Type III	120	8060	13860	121.2	600	6000	3-0-3	150 - 200
0800SP4FLX1202040XXJ	Flat Lens	4000	Type V	120	8060	14299	118	600	6000	3-0-1	150 - 200
0800SP4FLX150400XXJ	Flat Lens	4000	Type III	150	8084	19057	120.4	500	7500	3-0-3	200 - 250
0800SP4FLX150400XXA	Flat Lens	4000	Type V	150	8084	16717	111.8	500	7500	4-0-2	200 - 250

†Color temperature is nominal, please see test report for specific chromaticity information

†Contact factory for LM21 information

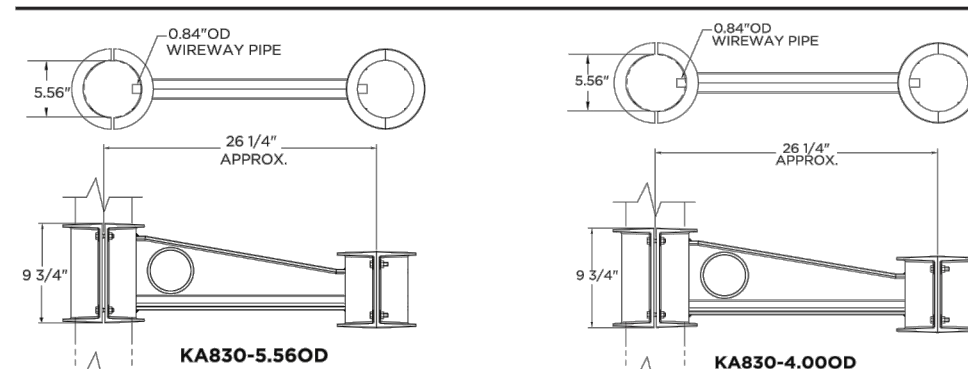
†Due to the continuous advancements in LED technology, luminaire delivered lumen and efficacy is subject to change without notice at the discretion of King Luminaire

†Equivalence should always be confirmed by performing a photometric layout, due to the variability of performance requirements and application criteria

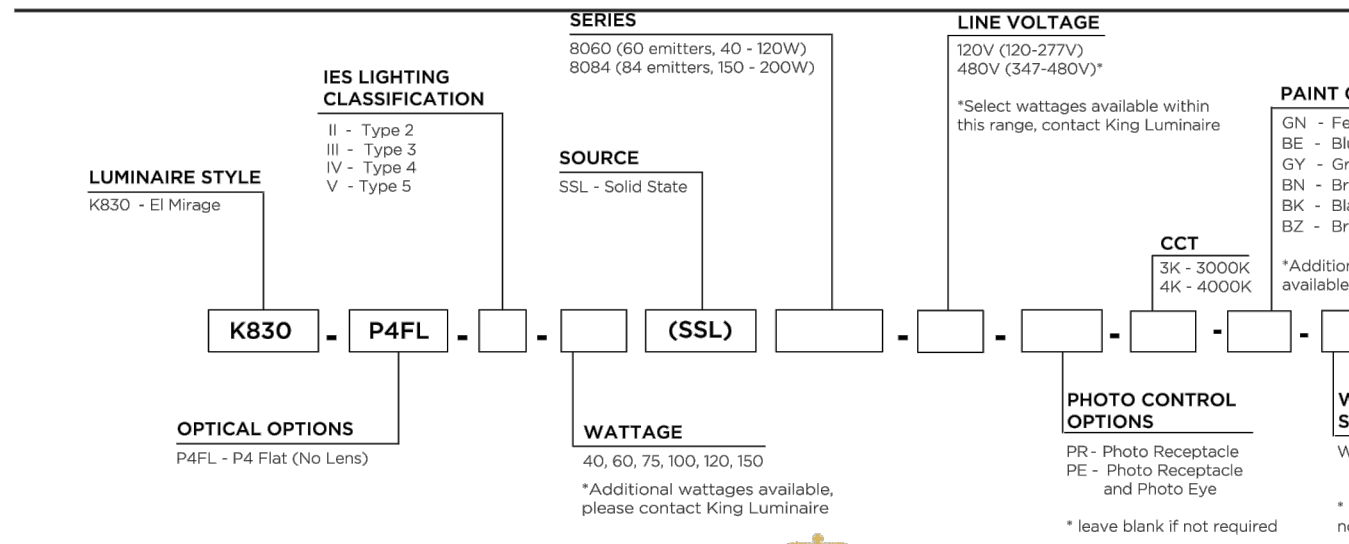
K830 EL MIRAGE - LED PENDANT

To learn more about the P4 Optic, please see the P4 Optic Information Sheet

FIXTURE OPTIONS



HOW TO ORDER



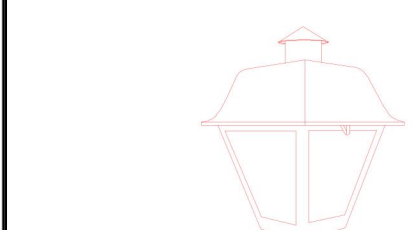
A Member of The StressCrete Group of Companies
www.stresscretegroup.com

KING LUMINAIRE 1153 State Route 46N Jefferson, OH 44047 Phone: 1.800.268.7809 www.kingluminaire.com

ONLINE ONLY - PRINTING REQUIRED

8153.

D = DUSK-TO-DAWN LIGHT CODE



COLONIAL SALEM POST TOP

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	PHOTOMETRIC CURVE ID
RA	GRAY	33806667	100	120/208/240/277	9500	7735
CB	BLACK	33806668	100	120/208/240/277	9500	7735

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	PHOTOMETRIC CURVE ID
IG	GRAY	00064402	100	120/208/240/277	8000	8000

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	PHOTOMETRIC CURVE ID
IG	GRAY	00064402	100	120/208/240/277	8000	8000

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	PHOTOMETRIC CURVE ID
IG	GRAY	00064402	100	120/208/240/277	8000	8000

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	PHOTOMETRIC CURVE ID
IG	GRAY	00064402	100	120/208/240/277	8000	8000

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	PHOTOMETRIC CURVE ID
IG	GRAY	00064402	100	120/208/240/277	8000	8000

LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	PHOTOMETRIC CURVE ID
IG	GRAY	00064402	100	120/208/240/277	8000	8000

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LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	PHOTOMETRIC CURVE ID
IG	GRAY	00064402	100	120/208/240/277	8000	8000

ENGINEERING NOTES:

- LAMPS AND PHOTOCONTROLS MUST BE ORDERED SEPARATELY. SEE 8164-71
- REPLACEMENT GLOBE FOR THE KING LUMINAIRE APN 00079249

SH 2 OF 2

ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS

BY LDR. MGR. DATE REV.

KLS B. McMINN S. Sierra 1/2006 8

LIGHTS LUMINAIRES

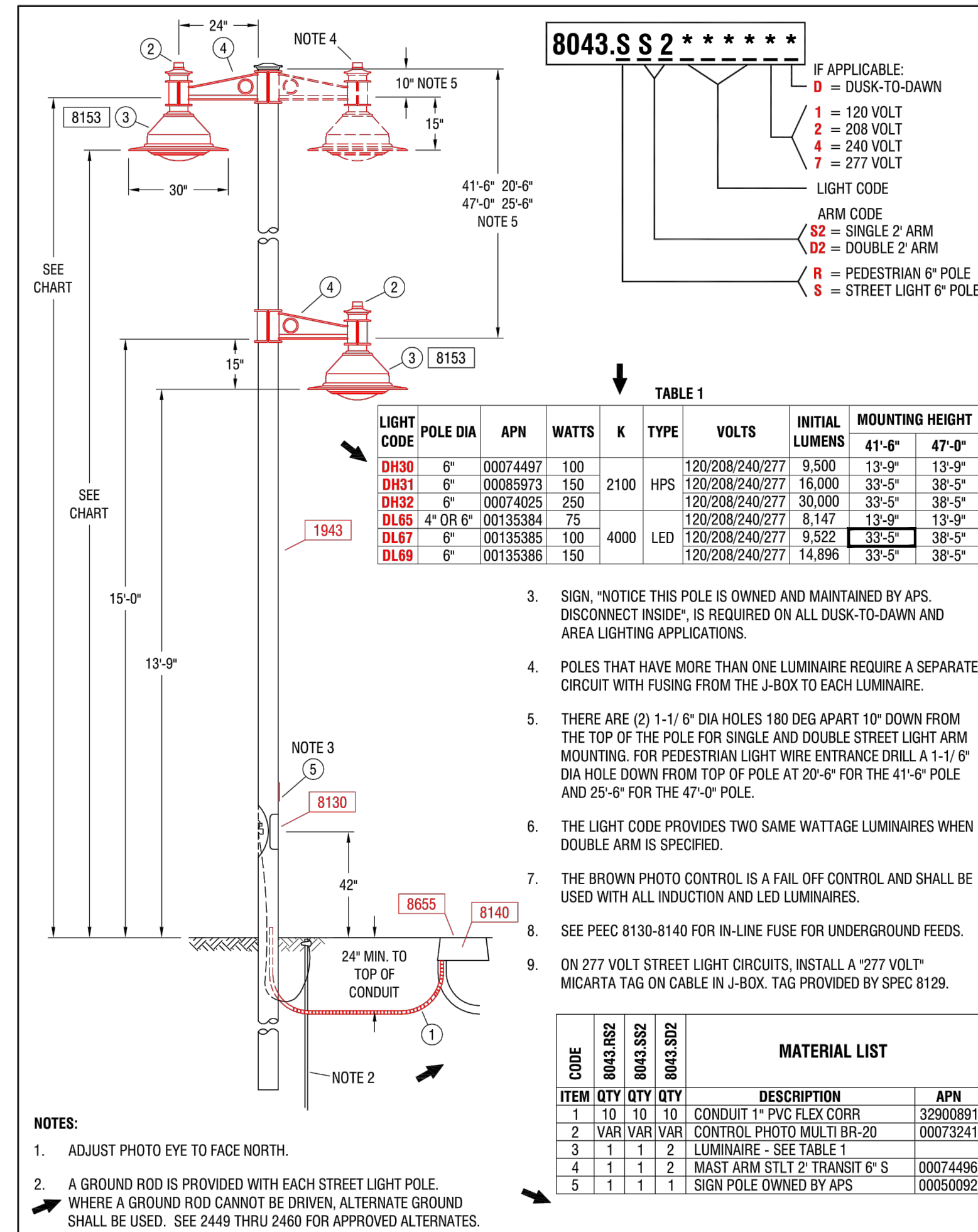
SH 2 OF 2

ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS

BY LDR. MGR. DATE REV.

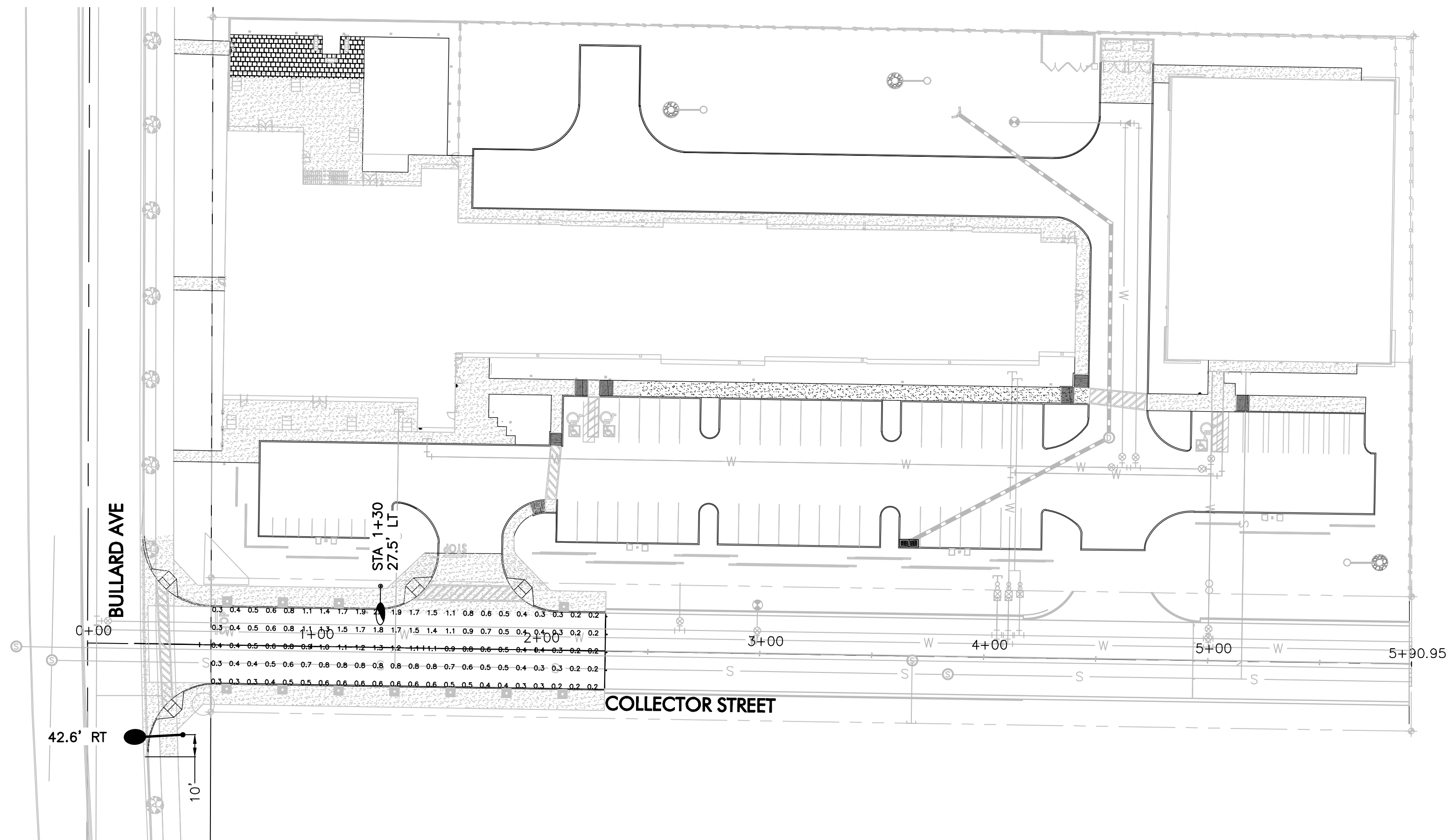
KLS B. McMINN S. Sierra 1/2006 8

*NOT APPLICABLE



 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS					LIGHTS DECORATIVE TRANSIT LUMINAIRE ON 41'-0" AND 47'-0" STEEL DIRECT BURIED POLES WITH 2'-0" ARM WITH PEDESTRIAN OPTION		SH 1 OF
BY	LDR.	MGR.	DATE	REV.		8043	
KLS	B. BOOKER	R. CANDRA	07/2016	5			

PROPOSED PHOTOMETRIC SITE PLAN



PROPOSED CALCULATIONS

Collector	
385 points	
HORIZONTAL	FOOTCANDLES
Average	0.7
Maximum	2.0
Minimum	0.2
Avg:Min	3.31
Max:Min	10.00
Coef Var	0.67

LEGEND

- King Luminaire K803-P4FL-III-75(SSL)-8060
- SCGPL test report no. 0800SP4FL3X07540XXD
- lamp(s): XPGDWT-00-0000-00KE5
- ballast: Meanwell HLG-100H-24B
- candela file '0800SP4FL3X07540XXD.IES'
- 1 lamp(s) per luminaire, photometry is absolute
- Light Loss Factor = 0.900, watts per luminaire = 79
- mounting height= 33.5 ft
- number locations= 4, number luminaires= 4
- kw all locations= 0.3

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807

**PHOTOMETRIC CALCULATION
SHEET. FOR INFORMATION ONLY.**

Professional Engineer
35943
WADE T.
WILLIAMS
Date Signed: 1-4-19
ALICIA W. S. A.

PROJECT NAME:
RANGERS HOUSING FACILITY
BULLARD AVE & GREENWAY RD
PUBLIC STREET LIGHTING
WRIGHT ENG.
PROJECT NO: **18410**
DESIGN BY: KJH **PH1**

H:\2018\18410-Rangers Housing SL\Photometrics\18410-PH1.dwg Page 51 of 224

Street Lights:

Street Light Pole

● 1 new pole (Local)

● 1 new pole (Arterial) (not in SLID)

■ SLID Boundary





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 17, 2019
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 1

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

Consideration and action declaring the City's intention to establish the street light improvement district known as, "City of Surprise, Arizona, SU-175th and Cactus 186 Lighting Improvement District" pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets and parks; Resolution #2019-136.

Motion:

I move to approve Resolution # 2019-136.

Background:

The City has verified that the Petition for the proposed street light improvement district contains the signatures of all of the real property owners in the district, exclusive of mortgages and other lien holders.

The City and Arizona Public Service Company ("APS") have approved the street layout and facilities design. The electric rates are established by APS tariff.

The lighting improvements are more than local or ordinary public benefit and the expenses of the district will be paid for by the levy and collection of equal apportionment taxes based on the number and classification of properties within the district.

Objective Analysis:

A SLID is a neighborhood partnership and very common practice in which property owners in a defined area agree to pay the costs to operate and maintain their immediate area's street lights through a property tax. All new developments in the City of Surprise require a SLID. This action will form the SLID boundary for the Gehan Homes at Sierra Sky development.

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. The city strives to assure that residents are subject to

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

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the Developer and District will be bearing the costs and expenses of the District and street light improvement facilities.

Budget Impact:

Funding was not included as part of the FY2020 adopted budget. A separate fund will be created to track revenue and expenses once the city starts receiving electric bills from APS for this particular SLID. If the SLID incurs expenses during FY2020, staff will return to request a budget amendment to appropriate the new fund. Regardless, the city will be unable to collect property taxes for this SLID until FY2021, at the earliest.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01 Res 2019-136 Legal & Exhibit - Approved
 2. 02 SLID Petition - Approved
 3. 03 Street Lighting - Approved
 4. 04 Sirrea Sky Council Map
-

RESOLUTION # 2019-136

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE CITY OF SURPRISE, ARIZONA DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF EQUAL APPORTIONMENT OF TAXES BASED ON THE NUMBER AND CLASSIFICATION OF PROPERTIES WITHIN THE DISTRICT TO BE KNOWN AS "CITY OF SURPRISE, ARIZONA, SU – 175TH AND CACTUS 186 LIGHTING IMPROVEMENT DISTRICT"; AND ORDERING THAT SUCH IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES.

WHEREAS, the owners, exclusive of mortgagees and other lienholders, of all of the real property (hereinafter referred to as "Petitioner") in the hereinafter described District, acting pursuant to the provisions of Sections 48-615(A) and 48-617(A), Arizona Revised Statutes, have petitioned the Mayor and Council of the City of Surprise, Arizona (hereinafter referred to as "City"), to adopt a resolution of intention (hereinafter referred to as "Resolution") ordering the purchase of energy for the lighting of the public streets and parks (hereinafter referred to as "Improvements") for the real property legally described in Exhibit A (such area hereinafter referred to as the "District") with such boundaries as shown in the map in Exhibit B attached hereto pursuant to the provisions of Section 48-576, Arizona Revised Statutes, giving the City immediate jurisdiction to order the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes, without the necessity of the publications or posting of this Resolution provided for in Sections 48-578, Arizona Revised Statutes;

WHEREAS, the City has verified that Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District, and;

WHEREAS, the Mayor and Council of the City hereby find and determine that they have jurisdiction to adopt this Resolution to order the Improvements pursuant to the provisions of Section 48-576, Arizona Revised Statutes, and have immediate jurisdiction to adopt this Resolution ordering the Improvements pursuant to the provisions of Section 48-581, Arizona Revised Statutes without the necessity of publications and posting of this Resolution as provided for in Section 48-578, Arizona Revised Statutes;

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

Section 1. The City, after verifying ownership of the real property included within the boundaries of the District, hereby finds the Petitioner is the owner, exclusive of mortgagees and other lienholders, of all of the real property included within the boundaries of the District.

Section 2. The name of the District shall be "CITY OF SURPRISE, ARIZONA, SU – 175TH AND CACTUS 186 LIGHTING IMPROVEMENT DISTRICT."

Section 3. The District is formed, and shall exist, pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and Section 48-616, Arizona Revised Statutes.

Section 4. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City to order the Improvements as so described above.

Section 5. The Improvements, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of real property in the District, and the Mayor and Council of the City hereby make and order the expense of the Improvements payable from the levying and collection of an equal apportionment of taxes based on the number and classification of properties within the District to be known and designated as "City of Surprise, Arizona Su – 175th and Cactus 186 Lighting Improvement District" and hereby declare that the District is as legally described on Exhibit A attached hereto with the boundaries as shown in the map in Exhibit B attached hereto. Any public street or alley within the District shall be omitted from the assessment. Any lot belonging to the United States, the State, a county, city, school district or political subdivision or institution of the state or county within the District shall be omitted from the assessment.

Section 6. The Superintendent of Streets or equivalent of the City shall not be required to post or cause to be posted notices of the Resolution of Intention. The Clerk of the City shall certify to the passage of this Resolution of Intention but shall not be required to cause the same to be published in a newspaper published and of general circulation in the City.

Section 7. The Mayor and Council of the City shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of equal apportionment of taxes based on the number and classification of properties within the District; shall publish notice thereof; shall have hearings thereon; and shall adopt them at the times and in the manner provided for incorporated cities and towns by the applicable portions of Section 42-17101, et seq., 42-17152, Arizona Revised Statutes. The Mayor and Council of the City shall, on or before the third Monday in August of each year, fix, levy and assess the amount to be raised by an equal apportionment of taxes based on the number and classification of the properties within the District and collect, as Maricopa County, Arizona (the "County") taxes are collected, the amounts shown by the statements and estimates as adopted by the Mayor and Council of the City. All statutes providing for the levy and collection of State of Arizona and County taxes, shall be applicable to District taxes as provided to be levied under Section 48-616, Arizona Revised Statutes.

Section 8. The District shall not be authorized to issue bonds and no assessment for District purposes against the property within the District shall exceed One Dollar and Twenty Cents (\$1.20) per each hundred dollars of taxable valuation thereof in any year.

Section 9. The District shall not engage in any activity other than as provided in Section 48-616, Arizona Revised Statutes, i.e., contracting for and purchasing of energy for street and public park lighting.

Section 10. The formation of the District shall not be considered as preventing the subsequent establishment of improvement districts for any other purpose authorized by law, including improvement districts for the purpose of construction street lighting facilities within any part or all of the same territory as the District.

Section 11. The type of lighting facilities to be installed in the District and the locations thereof shall consist of those lighting facilities and locations described in the petition submitted by Petitioner, or as may be approved by the City.

Section 12. The rate to be paid for purchasing the energy for the District shall be the rate described in the petition submitted by Petitioner, or as may be approved by the Arizona Public Service Company.

Section 13. Any resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

June 20, 2019
3 Engineering Job No. 5079

**Legal Description
Street Light Improvement District**

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, more particularly described as follows:

Commencing at the Southeast corner of said Section 14, which point bears South 00 degrees 22 minutes 01 seconds West, a distance of 2640.39 feet from the East quarter corner of said Section 14;

Thence North 89 degrees 59 minutes 50 seconds West along the South line of said Southeast quarter of Section 14, a distance of 1556.25 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing North 89 degrees 59 minutes 50 seconds West, along said South line, a distance of 1089.29 feet to the South quarter corner of said Section 14;

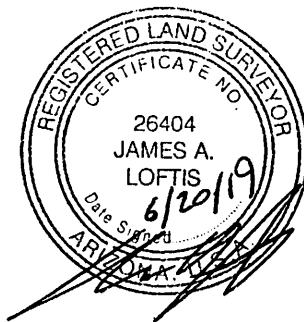
Thence North 00 degrees 24 minutes 03 seconds East, along the North-South mid-section line of said Section 14, a distance of 1332.66 feet;

Thence South 89 degrees 59 minutes 50 seconds East parallel with and 1332.62 feet North of said South line, a distance of 1653.54 feet;

Thence South 00 degrees 00 minutes 23 seconds East, a distance of 632.53 feet;

Thence North 89 degrees 59 minutes 06 seconds West, a distance of 573.49 feet;

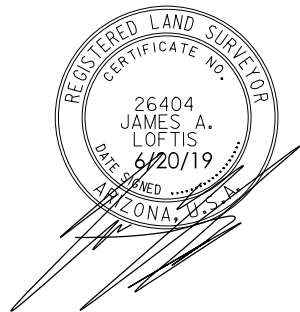
Thence South 00 degrees 00 minutes 47 seconds West, a distance of 700.22 feet to the **POINT OF BEGINNING**.



P.O.C. - POINT OF
COMMENCEMENT

T.P.O.B. - TRUE POINT OF
BEGINNING

EXHIBIT "B"
STREET LIGHT IMPROVEMENT DISTRICT (SLID)



S 1/4 COR. SEC. 14
FOUND CITY OF
SURPRISE
BRASS CAP FLUSH

175TH AVENUE

N00°24'03"E 1332.66'

S89°59'50"E 1653.54'

AREA
1,808,242 SF
41.51 AC

S00°00'23"E 632.53'

N89°59'06"W 573.49'

E 1/4 SEC. 14
FOUND CITY OF
SURPRISE
BRASS CAP FLUSH

S00°22'01"W
2640.39'

N89°59'50"W 1556.25'

P.O.C.
SE COR. SEC. 14
FOUND CITY OF
SURPRISE
BRASS CAP FLUSH

S00°00'47"W 700.22'

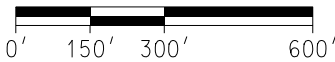
T.P.O.B.

N89°59'50"W 1089.29'

SOUTH LINE SEC. 14

CACTUS ROAD
3 ENGINEERING
planning civil engineering surveying
3 ENGINEERING, LLC

SCALE: 1" = 300'



6370 E. THOMAS ROAD, SUITE # 200 - SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387 - FAX: (602) 490-3230

PROJECT NO.: 5079
DATE: 6/20/19

STREET LIGHT IMPROVEMENT DISTRICT PETITION

TO THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE:

We, the undersigned, are all or a majority of the real property owners, exclusive of mortgagees and other lienholders, within the district named below. We petition the City Council of the City of Surprise, Arizona, to establish a street light improvement district under Arizona Revised Statutes (A.R.S.) §48-571 to 48-622, and any amendments, and specifically A.R.S. §48-615 to 48-617, to purchase electricity for lighting the public streets and/or parks within the district whose boundaries and area is described in Exhibits A and B attached hereto. This petition includes a charge for maintaining the lighting facilities.

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

Expenses of the District shall be paid by the levy and collection of an equal apportionment of taxes based on the number and classification of properties within the District.

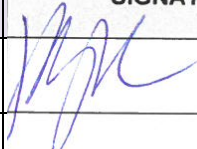
Public convenience, necessity and welfare will be promoted by the establishment of the District and the real property within the District will be benefited by the District. Additional street lighting facilities may be installed and included in the District, at no investment cost to the District, as directed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

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

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

SU-175th and Cactus 186

PETITIONERS: Please print and sign your name

PRINT BUSINESS/ PETITIONER'S NAME	ADDRESS OF PROPERTY OWNED WITHIN DISTRICT	ASSESSOR PARCEL #	SIGNATURE
GEHAN HOMES OF ARIZONA,LLC/ MARK MOSKAL	No address assigned to parcels. Property is at NEC of 175th Avenue & Cactus Road	502-04-002V&W	



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

AVAILABILITY

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

DESCRIPTION

E-58 is a rate that is applicable for lighting public streets, alleys, thoroughfares, public parks and playgrounds from dusk to dawn by use of Company's facilities.

TIME PERIODS

Dusk: Time between sunset and full night when photocontrol senses the lack of sufficient sunlight and turns on the lights.
Dawn: The time between full night and sunrise when a photocontrol senses sufficient sunlight to turn off lights.

CHARGES

The monthly bill will consist of the following charges, plus adjustments.

I. FIXTURES (Includes Mounting Arm, if Applicable)

	Lumen	Watts	kWh	CHARGES	
				Investment by Company	Investment by Others
A. Acorn	3,835 LED	75	26	\$21.63	\$7.59
	4,796 LED	75	26	\$17.38	\$6.46
	5,003 LED	100	35	\$23.45	\$8.71
	5,904 LED	100	35	\$23.03	\$8.60
	6000 IND	85	29	\$19.24	\$5.14
B. Architectural	6,200 IND	85	29	\$10.13	\$3.93
	8,400 IND	100	34	\$10.69	\$4.36
	10,200 IND	120	41	\$11.75	\$4.99
	13,000 IND	150	52	\$12.98	\$5.93
	20,500 IND	200	69	\$14.78	\$7.37
	22,500 IND	265	91	\$17.63	\$9.28
	3,300 LED	43	15	\$10.24	\$3.79
	3,800 LED	32	12	\$7.73	\$2.92
	3,900 LED	32	12	\$9.96	\$3.51
	4,050 LED	63	22	\$18.63	\$6.52
	4,100 LED	45	16	\$10.34	\$3.89
	4,800 LED	41	15	\$8.27	\$3.27
	5,000 LED	41	15	\$9.61	\$3.62



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

	CHARGES				
	Lumen	Watts	kWh	Investment by Company	Investment by Others
	5,100 LED	60	21	\$10.18	\$4.19
	5,300 LED	67	24	\$10.47	\$4.48
	5,800 LED	94	32	\$17.81	\$5.16
	5,890 LED	89	31	\$20.56	\$7.66
	6,000 LED	62	22	\$18.63	\$6.52
	6,000 LED	67	24	\$19.89	\$6.99
	6,400 LED	89	31	\$17.89	\$5.10
	6,810 LED	101	35	\$18.89	\$7.50
	7,100 LED	62	22	\$19.70	\$6.80
	7,400 LED	127	44	\$20.42	\$6.34
	7,500 LED	73	26	\$20.08	\$7.18
	7,700 LED	86	30	\$18.41	\$7.02
	8,200 LED	88	31	\$10.45	\$4.97
	8,200 LED	95	33	\$11.87	\$5.48
	8,300 LED	72	25	\$17.93	\$6.54
	8,300 LED	106	37	\$12.45	\$5.91
	8,500 LED	88	31	\$11.69	\$5.30
	9,020 LED	139	48	\$22.94	\$9.47
	9,200 LED	139	48	\$25.60	\$7.30
	9,900 LED	130	45	\$13.82	\$6.84
	10,000 LED	93	32	\$21.43	\$7.96
	10,000 LED	113	39	\$13.26	\$6.28
	10,600 LED	126	44	\$22.56	\$9.09
	11,100 LED	108	38	\$12.76	\$6.07
	11,500 LED	108	38	\$13.16	\$6.18
	12,300 LED	203	70	\$25.48	\$8.85
	12,900 LED	119	41	\$22.31	\$8.82
	13,260 LED	202	70	\$27.11	\$12.12
	13,620 LED	202	70	\$28.49	\$9.24
	14,000 LED	171	59	\$26.07	\$11.08
	15,000 LED	136	47	\$24.93	\$9.94
	15,400 LED	144	50	\$25.21	\$10.22
	18,300 LED	162	56	\$16.13	\$8.22
	19,200 LED	257	89	\$26.87	\$13.38
	20,000 LED	258	89	\$26.87	\$13.38
	20,300 LED	193	67	\$17.17	\$9.26
	21,000 LED	193	67	\$24.77	\$11.28
C. Cobra	6,200 IND	75	26	\$10.54	\$3.77
	6,400 IND	85	29	\$8.97	\$3.78
	8,000 IND	88	30	\$10.47	\$4.04
	8,400 IND	100	34	\$9.70	\$4.24
	10,200 IND	120	41	\$10.44	\$4.81



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

				CHARGES				
				Investment by Company	Investment by Others			
				Lumen	Watts	kWh		
C. Cobra				13,000 IND	150	52	\$11.50	\$5.73
				15,250 IND	200	69	\$13.86	\$7.25
				22,500 IND	250	86	\$18.55	\$9.06
		Gray / Bronz		3,500 IND	55	19	\$10.50	\$3.27
				6,000 LED	95	33	\$17.05	\$5.13
				8,700 LED	142	49	\$19.17	\$6.53
				9,600 LED	157	54	\$20.40	\$7.04
				11,600 B-LED	181	62	\$19.03	\$7.44
		Gray / Bronz		3,300 LED	43	15	\$9.00	\$2.79
		Gray / Bronz		5,300 LED	67	23	\$10.45	\$3.54
		Gray / Bronz		8,300 LED	106	37	\$13.55	\$4.94
		Gray / Bronz		10,500 LED	130	45	\$15.08	\$5.69
		Gray / Bronz		20,000 LED	258	89	\$26.21	\$10.27
D. Decorative Transit				5,300 LED	75	26	\$28.44	\$6.12
				8,300 LED	100	34	\$30.45	\$6.97
				8,147 LED	75	26	\$35.76	\$11.36
				9,522 LED	100	35	\$36.14	\$12.09
				10,500 LED	150	52	\$32.69	\$8.52
				14,896 LED	150	52	\$39.98	\$14.29
		Double		8,147 LED	75	26	\$64.74	\$18.96
		Double		9,522 LED	100	35	\$64.67	\$19.58
		Double		14,896 LED	100	52	\$70.67	\$22.32
		Copper		6,000 IND	85	29	\$18.87	\$5.09
		Gray / Black		8,000 IND	88	30	\$14.86	\$4.62
		Gray / Black		4,350 LED	86	30	\$13.48	\$4.44
E. Flood				14,470 LED	148	51	\$23.93	\$9.95
				16,000 LED	125	43	\$23.17	\$9.19
F. Pendant				8,678 LED	75	26	\$26.36	\$8.85
				13,964 LED	100	35	\$27.84	\$9.88
G. Post Top				4,350 LED	86	30	\$13.43	\$5.69
				6,400 LED	30	30	\$13.43	\$5.69
				6,600 LED	83	29	\$13.33	\$5.59
H. Roadway				3,300 LED	43	15	\$9.46	\$3.58
				3,800 LED	32	12	\$7.24	\$2.79
				3,900 LED	32	12	\$9.18	\$3.30
				4,100 LED	45	16	\$9.56	\$3.68
				4,800 LED	41	15	\$7.76	\$3.13
				5,000 LED	41	15	\$9.12	\$3.49
				5,100 LED	60	21	\$9.69	\$4.06
				5,300 LED	67	24	\$9.98	\$4.35
				8,200 LED	88	31	\$9.72	\$4.77



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

	8,200 LED	95	33	\$11.36	\$5.34
	8,300 LED	106	37	\$11.74	\$5.72
	8,500 LED	88	31	\$11.18	\$5.16
	9,900 LED	130	45	\$13.31	\$6.70
	10,000 LED	113	39	\$12.75	\$6.14
	11,100 LED	108	38	\$12.03	\$5.88
	11,500 LED	108	38	\$12.65	\$6.04
	18,300 LED	162	56	\$15.23	\$7.98
	19,200 LED	257	89	\$19.11	\$11.32
	20,000 LED	258	89	\$19.11	\$11.32
	20,300 LED	193	67	\$16.27	\$9.02
	21,000 LED	193	67	\$17.01	\$9.22

FROZEN	4,000 INC	295	103	\$10.54	\$5.89
	7,000 MV	175	73	\$13.65	\$7.83
	11,000 MV	250	96	\$17.09	\$10.43
	20,000 MV	400	150	\$26.84	\$15.21
FROZEN ACORN	9,500 HPS	100	41	\$29.14	\$9.93
	16,000 HPS	150	69	\$32.35	\$12.55
FROZEN ARCHITECTURAL	9,500 HPS	100	41	\$16.56	\$7.90
	16,000 HPS	150	69	\$19.77	\$19.34
	30,000 HPS	250	99	\$22.95	\$13.57
	50,000 HPS	400	153	\$28.32	\$19.53
	14,000 MH	175	72	\$23.17	\$12.70
	21,000 MH	250	101	\$26.31	\$15.66
	36,000 MH	400	159	\$32.89	\$21.54
	8,000 LPS	55	30	\$24.08	\$10.58
	13,500 LPS	90	50	\$28.39	\$12.76
	22,500 LPS	135	72	\$32.43	\$15.56
FROZEN COBRA ROADWAY	33,000 LPS	180	90	\$39.01	\$18.33
	5,800 HPS	70	29	\$9.40	\$5.56
	9,500 HPS	100	41	\$11.07	\$6.81
	16,000 HPS	150	69	\$13.86	\$9.50
FROZEN COBRA ROADWAY	30,000 HPS	250	99	\$16.72	\$12.35
	50,000 HPS	400	153	\$22.69	\$17.63
	14,000 MH	175	72	\$16.12	\$10.99
	21,000 MH	250	101	\$18.84	\$13.67
	36,000 MH	400	159	\$24.81	\$18.99
FROZEN DECORATIVE TRANSIT	8,000 FL	100	38	\$18.53	\$5.43
	9,500 HPS	100	41	\$39.95	\$11.96
	16,000 HPS	150	69	\$39.72	\$13.36
FROZEN FLOOD	30,000 HPS	250	99	\$45.74	\$17.26
	30,000 HPS	250	99	\$22.20	\$13.79
	50,000 HPS	400	153	\$27.53	\$19.14
	21,000 MH	250	101	\$23.69	\$14.58
FROZEN Colonial Gray	36,000 MH	400	159	\$28.89	\$19.76
	8,000 FL	100	38	\$19.97	\$5.64



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POST TOP	Colonial Gray	9,500 HPS	100	41	\$11.42	\$7.16
	Colonial Black	9,500 HPS	100	41	\$13.15	\$7.41
	Decorative	9,500 HPS	100	41	\$34.97	\$11.03

NOTES:

1. Investment by Company. These rates are applicable where the Company provides the initial investment to purchase and install all facilities necessary for street lighting service. The Company will own, operate, and maintain the street lighting system.
2. Investment by Others. These rates are applicable in those instances where the requesting entity or individual purchases and installs the street lighting facilities at their own expense and in accordance with Company specifications. These rates will also apply in the instance where the Customer provides a non-refundable advance to the Company to cover the Company's cost of purchasing and installing the street lighting system. The Company retains ownership of the street lighting system and provides operation and maintenance for all facilities.
3. Listed kWhs reflect the assigned monthly energy usage for each type of fixture and are used to determine any applicable transmission, system benefit, distribution, energy, and adjustment charges.
4. HPS = High Pressure Sodium
5. MH = Metal Halide
6. LPS = Low Pressure Sodium
7. FL = Fluorescent
8. INC = Incandescent. Incandescent lighting charges are applicable and available only to those Customers being served and those installations in service on November 1, 1986.
9. MV = Mercury Vapor. Mercury Vapor lighting charges are applicable and available only to those Customers being served and those installation in service on November 1, 1986 in accordance with A.R.S. §49-1104(A).
10. LED = Light Emitting Diode
11. IND = Induction



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

II. POLES

				CHARGES		
				Investment by Company	Investment by Others	
A. Anchor Base Mounted (Flush)	Round Steel	1 Simplex Adapter	Height			
			12 ft.	\$13.11	\$1.81	
			22 ft.	\$14.75	\$2.03	
			25 ft.	\$15.97	\$2.21	
			30 ft.	\$18.34	\$2.52	
		32 ft.	\$19.27	\$2.55		
		2 Simplex Adapters	12 ft.	\$13.98	\$1.93	
			22 ft.	\$16.06	\$2.22	
			25 ft.	\$16.75	\$2.31	
			30 ft.	\$19.47	\$2.68	
	32 ft.		\$20.77	\$2.87		
	Square Steel	5"	13 ft.	\$15.03	\$2.06	
			15 ft.	\$13.43	\$1.85	
			23 ft.	\$15.93	\$2.19	
			25 ft.	\$17.51	\$2.41	
			28 ft.	\$19.44	\$2.67	
			32 ft.	\$19.33	\$2.66	
	Concrete		12 ft.	\$44.79	\$6.17	
	Fiberglass		12 ft.	\$37.93	\$5.22	
	Decorative Transit		4"	16 ft.	\$36.98	\$5.10
	Decorative Transit		6"	30 ft.	\$71.39	\$9.83
	Hinged Poles		Square	15 ft.	\$14.21	\$1.16
Round			19 ft.	\$12.85	\$1.05	
B. Anchor Base Mounted (Pedestal)	Round Steel	1 Simplex Adapter	12 ft.	\$12.61	\$1.73	
			22 ft.	\$14.26	\$1.96	
			25 ft.	\$15.46	\$2.13	
			30 ft.	\$17.85	\$2.47	
			32 ft.	\$18.75	\$2.58	
		2 Simplex Adapters	12 ft.	\$13.47	\$1.85	
			22 ft.	\$15.05	\$2.06	
			25 ft.	\$16.24	\$2.23	
			30 ft.	\$18.97	\$2.60	
			32 ft.	\$20.26	\$2.79	
		3 Bolt	32 ft.	\$23.28	\$3.20	
		Square Steel	5"	13 ft.	\$14.54	\$2.01
				15 ft.	\$14.86	\$2.03
				23 ft.	\$15.43	\$2.13
	25 ft.			\$17.02	\$2.36	
	28 ft.			\$18.91	\$2.60	
	32 ft.			\$19.63	\$2.69	



**RATE SCHEDULE E-58
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STREET LIGHTING SERVICE**

II POLES (cont)

		CHARGES		
		Height	Investment by Company	Investment by Others
C. Direct Bury	Round Steel	19 ft.	\$19.84	\$2.74
		30 ft.	\$15.49	\$2.87
		38 ft.	\$18.90	\$2.94
		Self 40 ft.	\$23.28	\$3.69
		Stepped 25 ft.	\$53.55	\$4.37
		32 ft.	\$56.40	\$4.60
		49 ft.	\$70.00	\$9.65
	Square Steel	4" 34 ft.	\$17.09	\$2.96
		5" 20 ft.	\$16.23	\$2.68
		30 ft.	\$16.92	\$2.79
		38 ft.	\$18.36	\$3.19
		8" 28 ft.	\$30.64	\$2.49
		32 ft.	\$32.03	\$2.62
		Decorative Transit 41 ft 6	\$22.05	\$3.24
	Decorative Transit	47 ft.	\$27.47	\$4.04
	Steel Distribution Pole (for lighting only)	35 ft.	\$25.36	\$3.34
D. Post Top	Decorative Transit Anchor Base	16 ft.	\$37.77	\$5.19
	Gray Steel/Fiberglass	23 ft.	\$13.10	\$2.15
	Black Steel	23 ft.	\$14.44	\$2.38
E. Existing distribution pole suitable for streetlight use			\$1.59	--
F. FROZEN	Wood Poles	30 ft.	\$9.64	\$1.67
		35 ft.	\$9.64	\$1.59

NOTE: The monthly rate for all new poles includes up to 300 feet of overhead secondary wire, or up to 300 feet of underground secondary wire if the Customer provides earthwork and conduit (excluding the underground to overhead transition).

III. ANCHOR BASE

		CHARGES		
		Height	Investment by Company	Investment by Others
A. Flush		4 ft.	\$10.67	\$1.47
		6 ft.	\$12.73	\$2.21
B. Pedestal		8 ft.	\$14.59	\$2.54
	For 32' Round Steel Pole only	4 ft. 6"	\$10.12	\$1.75



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IV. CHARGES FOR OPTIONAL OR ADDITIONAL EQUIPMENT

		CHARGE
		Company Owned
Underground Circuit Charges:		
a.	Per foot of cable, installed under paving	\$0.17000
b.	Per foot of cable, not installed under paving	\$0.06000

V. DETERMINATION OF CHARGES FOR NEW EQUIPMENT

Monthly charges for new lighting fixtures, poles and other equipment not included in Sections I, II, or III above will be determined by the Company using the following method:

Step 1 Determination of Charges for each Charge Type							Monthly Fixed Charge Rate
Charge Type	Monthly Charge		Cost Inputs Equipment Cost		PV Factor		
1	Carrying Cost (fixtures)	=	(installed)	x	NA	x	1.518%
			Equipment Cost				
2	Carrying Cost (poles)	=	(installed)	x	NA	x	1.296%
			Equipment Cost				
3	Fixture Replacement Cost	=	Equipment Cost (installed)	x	0.257	x	1.518%
4	Pole, Anchor Replacement Cost	=	Equipment Cost (installed)	x	0.110	x	1.296%
5	Lighting O&M	=	O&M Cost (lifecycle)	x	0.427	x	1.518%
Charge Type	Monthly Charge		kWh Input		\$/kWh		
6	Generation	=	kWh per month	x	0.06760		
7	T&D, RCS, SB	=	kWh per month	x	0.02738		



**RATE SCHEDULE E-58
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Step 2 **Determination of Total Monthly Charge**
The total monthly charge will be the summation of the charges for each applicable charge type

<u>Equipment</u>	<u>Charge Type</u>
Fixture - IBC	1,5,6,7
Fixture - IBO	3,5,6,7
Pole, Anchor Base - IBC	2
Pole, Anchor Base - IBO	4

TRIP CHARGE

A \$100.00 trip charge per light will be charged when a Customer requests a disconnect or reconnect of service in order to accommodate the maintenance activities of the Customer or its designee(s) on their street lighting equipment.

ADJUSTMENTS

The bill will include the following adjustments:

1. The Renewable Energy Standard charge, Adjustment Schedule REAC-1.
2. The Power Supply Adjustment charges, Adjustment Schedule PSA-1.
3. The Transmission Cost Adjustment charge, Adjustment Schedule TCA-1.
4. The Environmental Improvement Surcharge, Adjustment Schedule EIS.
5. The Demand Side Management Adjustment charge, Adjustment Schedule DSMAC-1.
6. The Lost Fixed Cost Recovery Adjustment charge, Adjustment Schedule LFCR.
7. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
8. Any applicable taxes and governmental fees that are assessed on APS's revenues, prices, sales volume, or generation volume.

SERVICE DETAILS

1. Street lighting facilities installed under this rate schedule are of the type currently being furnished by Company as standard at the time service is initially requested. Standard facilities are those listed in the Company's Transmission and Distribution Construction Standards book.



**RATE SCHEDULE E-58
CLASSIFIED SERVICE
STREET LIGHTING SERVICE**

2. The Customer will be responsible for notifying the Company when the streetlighting facilities are not operating as intended. The Company will use reasonable efforts to complete normal maintenance (replacement of lamps, photocontrols or fixtures) within ten (10) working days from notification by Customer. If the maintenance requires cable replacement or repairs, the Company will use reasonable efforts to complete said repairs within twenty (20) working days.
3. The Customer's bill will not be reduced due to lamp, photocontrol or cable repair or replacement outages.
4. Lighting equipment which is not specified in this rate schedule will be billed at the rates corresponding to the most similar equipment, as determined by the Company.
5. Non-standard facilities (non-standard being defined as any facility not listed in the Company's Transmission and Distribution Construction Standards book) do not qualify for this rate schedule. At the Company's discretion, such facilities may be served under another of the Company's rate schedules.
6. The Company will extend its standard street lighting system up to a distance of 300 feet for each additional lighting installation without cost at the request of the Customer. When the extension is underground the customer will provide earthwork as specified in the Company's Service Schedule 3, Conditions Governing Extensions of Electric Distribution Lines and Services; or, at the applicant's request, the Company will provide such earthwork and the applicant will be required to pay a non-refundable contribution in aid of construction equal to the cost of such earthwork. Any additional extension required (over and above the first 300 feet) will be provided by Company for a contribution in aid of construction equal to the cost of the additional extension.
 - a. Extensions to isolated areas requiring a substantial extension of the electric distribution system, as opposed to an extension of the street lighting system, will require a special study to determine the terms and conditions under which the Company will undertake such an extension.
7. APS provides electric service under the Company's Service Schedules. These schedules provide details about how the Company serves its Customers, and they have provisions and charges that may affect the Customer's bill. In addition, service may be subject to special terms and conditions as provided for in a Customer contract or service agreement.

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

STREET LIGHTING REQUIREMENTS

5.00 GENERAL NOTES:

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

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

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

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

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

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

5.01 GENERAL:

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

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

5.02 WORKING / "AS BUILT" PLANS:

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

5.03 LIGHT POLES:

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

5.04 EMBEDMENT:

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

SURPLUS EXCAVATION SHALL BE DISPOSED OF BY THE CONTRACTOR.

5.05 LUMINAIRES:

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

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

5.06 WIRING:

WIRING SHALL BE INSTALLED PER UTILITY STANDARDS.

5.07 GROUNDING:

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

5.08 PULL BOXES:

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

5.09 TRENCH

TRENCH SHALL BE INSTALLED PER THE UTILITY COMPANY STANDARDS.

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

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

CONNECTIONS SHALL BE PER UTILITY STANDARDS.

5.12 LIGHT POLE IDENTIFICATION:

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

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

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

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

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

SIERRA SKY
W CACTUS RD AND N 175TH AVE
STREET LIGHT DESIGN

GENERAL ENGINEERING NOTES:

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

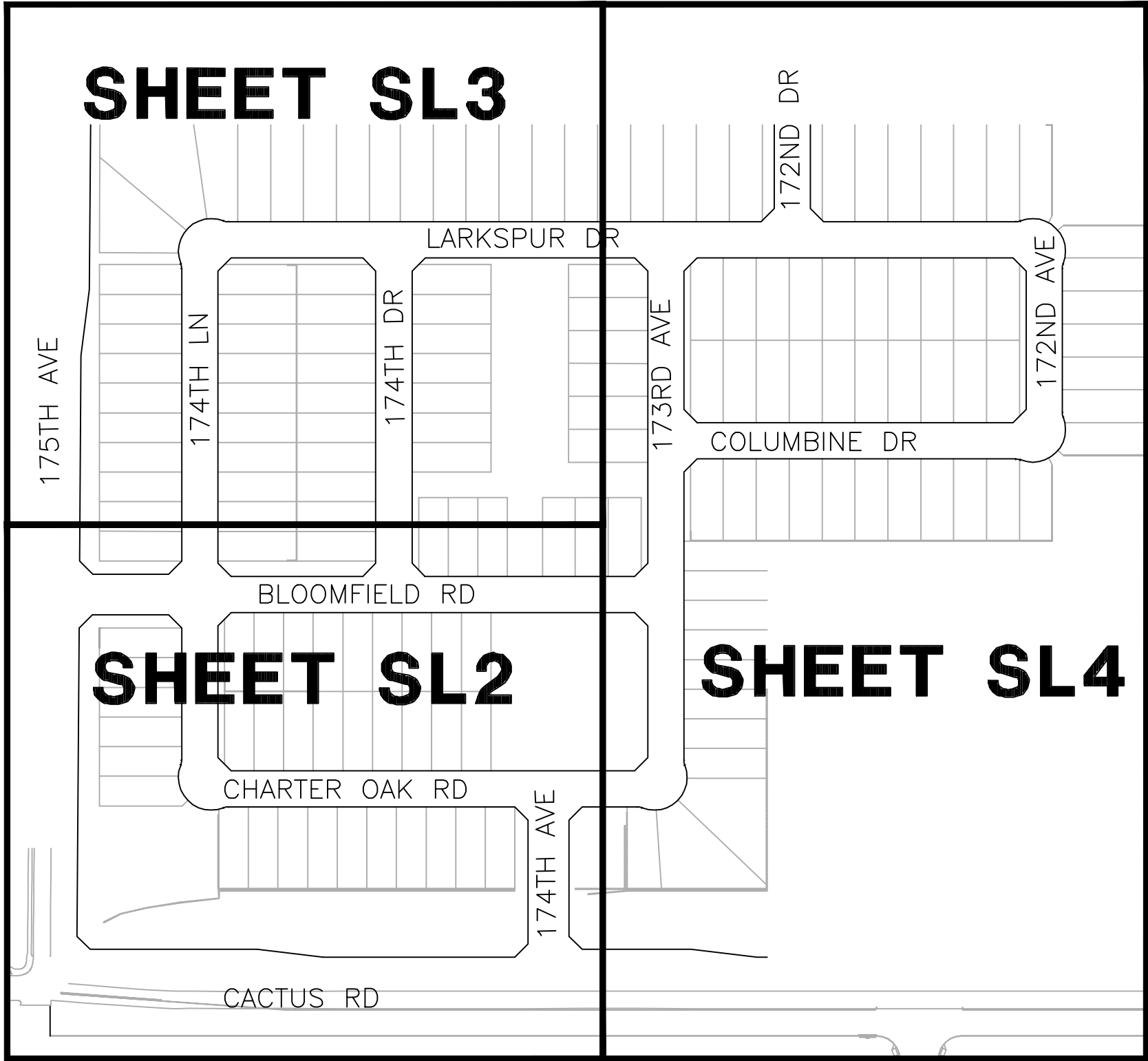
UTILITIES WITHIN OR AFFECTED BY THE PROJECT	
UTILITY CONTACT	DATE SUBMITTED
ARIZONA PUBLIC SERVICE	05-17-2019
CENTURY LINK	05-17-2019
COX COMMUNICATIONS	05-17-2019
SOUTHWEST GAS	05-17-2019
EPCOR	10-21-2019

NOTE

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

LED NOTE

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



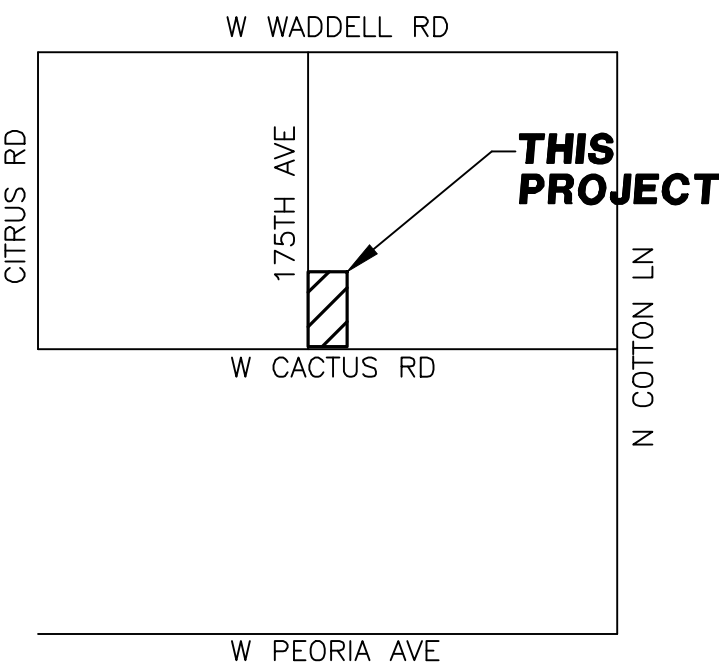
CITY OF SURPRISE APPROVAL

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

CITY OF SURPRISE ENGINEER

DATE

STREET LIGHTING (APS AREA)															
KEY NO.	SYMBOL	STREET TYPE	OFFSET BEHIND B/C	QUANTITY	POLE		MAST ARM	LUMINAIRE							APS STANDARD CODE NO.
					POLE HEIGHT	FOUNDATION		SIZE	MOUNTING HEIGHT	LUMENS	WATTAGE	I.E.S. DIST.	VOLTAGE	TYPE	
①		LOCAL	PER PLANS	34	30'–6"	DIRECT BURY	2'–0"	25'–0"	4,900	39 W	TYPE A3	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S2
②		COLLECTOR	PER PLANS	6	30'–6"	DIRECT BURY	4'–0"	25'–0"	7,800	71 W	TYPE C3	*	LED	ARCHITECTURAL (SHOEBOX)	8030.S4
④		ARTERIAL	PER PLANS	7	19'	DIRECT BURY	20" X 6'	14'–11"	4,900	39 W	TYPE A3	*	LED	ARCHITECTURAL (COBRAHEAD)	8040.S8
⑥		ARTERIAL	PER PLANS	2	19'	DIRECT BURY	20" X 6'	14'–11"	7,800	71 W	TYPE C3	*	LED	ARCHITECTURAL (COBRAHEAD)	8040.S8
⑦		ARTERIAL	PER PLANS	2	16'–7"	DIRECT BURY	20" X 6'	12'–6"	4,900	39 W	TYPE A3	*	LED	ARCHITECTURAL (COBRAHEAD)	8040.S8



VICINITY MAP
N.T.S.



SHEET INDEX

STREET LIGHT COVER SHEET	SL1
STREET LIGHT PLAN	SL2
STREET LIGHT PLAN	SL3
STREET LIGHT PLAN	SL4
STREET LIGHT DETAILS	SL5
STREET LIGHT PHOTOMETRICS	SL6



KEY MAP
N.T.S.

CIVIL ENGINEER
3 ENGINEERING
6370 E. THOMAS ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85251

CONTACT: MATTHEW J. MANCINI, P.E.
PHONE: (602) 334-4387
EMAIL: MATT@3ENGINEERING.COM

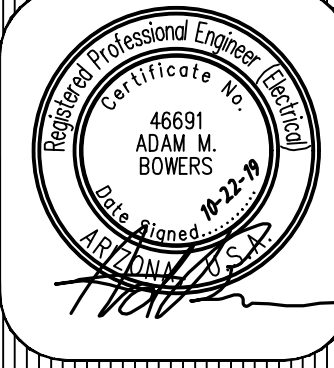
OWNER
GEHAN HOMES OF AZ
TEMPE, ARIZONA 85282
SUITE 150
1501 W. FOUNTAINHEAD PKWY.
GEHAN HOMES OF AZ
PHONE: (480) 662-5054
CONTACT: BRAD WILEY

WRIGHT ENGINEERING
PROJECT NO:
19197
DESIGN BY: TDL
DRAWN BY: TDL
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
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SURPRISE, ARIZONA
SIERRA SKY
W CACTUS RD AND N 175TH AVE
STREET LIGHT COVER SHEET

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
1	MAY 2019	1ST SUBMITTAL
2	SEP 2019	2ND SUBMITTAL
3	OCT 2019	3RD SUBMITTAL

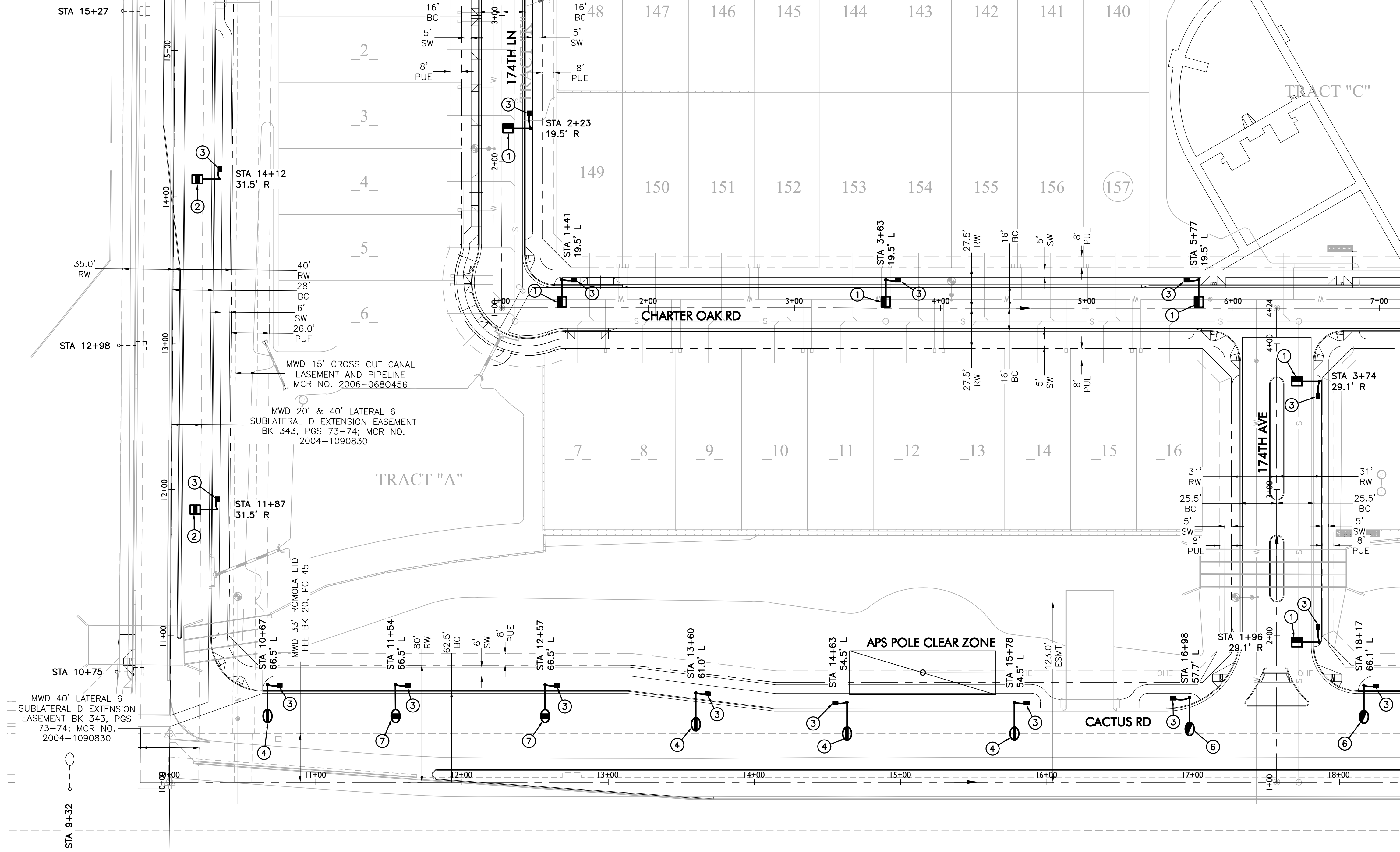


DRAWING NO:
SL1
OF 6



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BLOOMFIELD RD



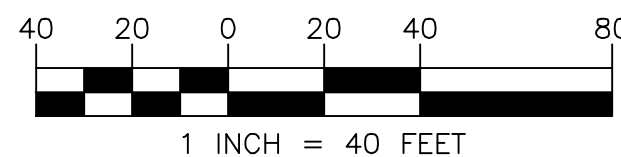
7) INSTALL 39W LED (4,900 LUMEN) LUMINAIRE
16'-7" DIRECT BURIED POLE PER DETAIL 1

- ① INSTALL 39W LED (4,900 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCCELL, 30"-6" DIRECT BURIED POLE (1940.30), 2" MAST ARM PER APS DETAIL 8030 (SEE SHEET SL5). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
- ② INSTALL 71W LED (7,800 LUMEN) LUMINAIRE (SEE LUMINAIRE TABLE), PHOTOCCELL, 30"-6" DIRECT BURIED POLE (1940.38), 4" MAST ARM (S4) PER APS DETAIL 8040 (SEE SHEET SL5). INSTALL (2) #14 THHN/THWN FROM LUMINAIRE TO FUSE HOLDER IN POLE. ALL WIRING, FUSING, AND GROUNDING PER APS DETAILS AND SPECIFICATIONS.
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 EXISTING STREET LIGHT
 EXISTING STREET LIGHT
 STREETLIGHT PER ADJACENT PLAN SET
 PULL BOX
 NEW CONDUIT RUN
 FIRE HYDRANT



GRAPHIC SCALE



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CALL TWO WORKING DAYS
BEFORE YOU DIG
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(OUTSIDE MARICOPA COUNTY)

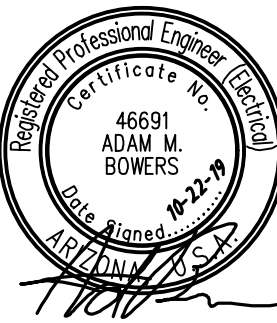
SURPRISE, ARIZONA

SIERRA SKY

STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
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1	MAY 2019	1ST SUBMITTAL
2	SEP 2019	2ND SUBMITTAL
3	OCT 2019	3RD SUBMITTAL



DRAWING NO:

SL2
OF 6

WRIGHT ENGINEERING
PROJECT NO:
19197

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DRAWN BY: TDL

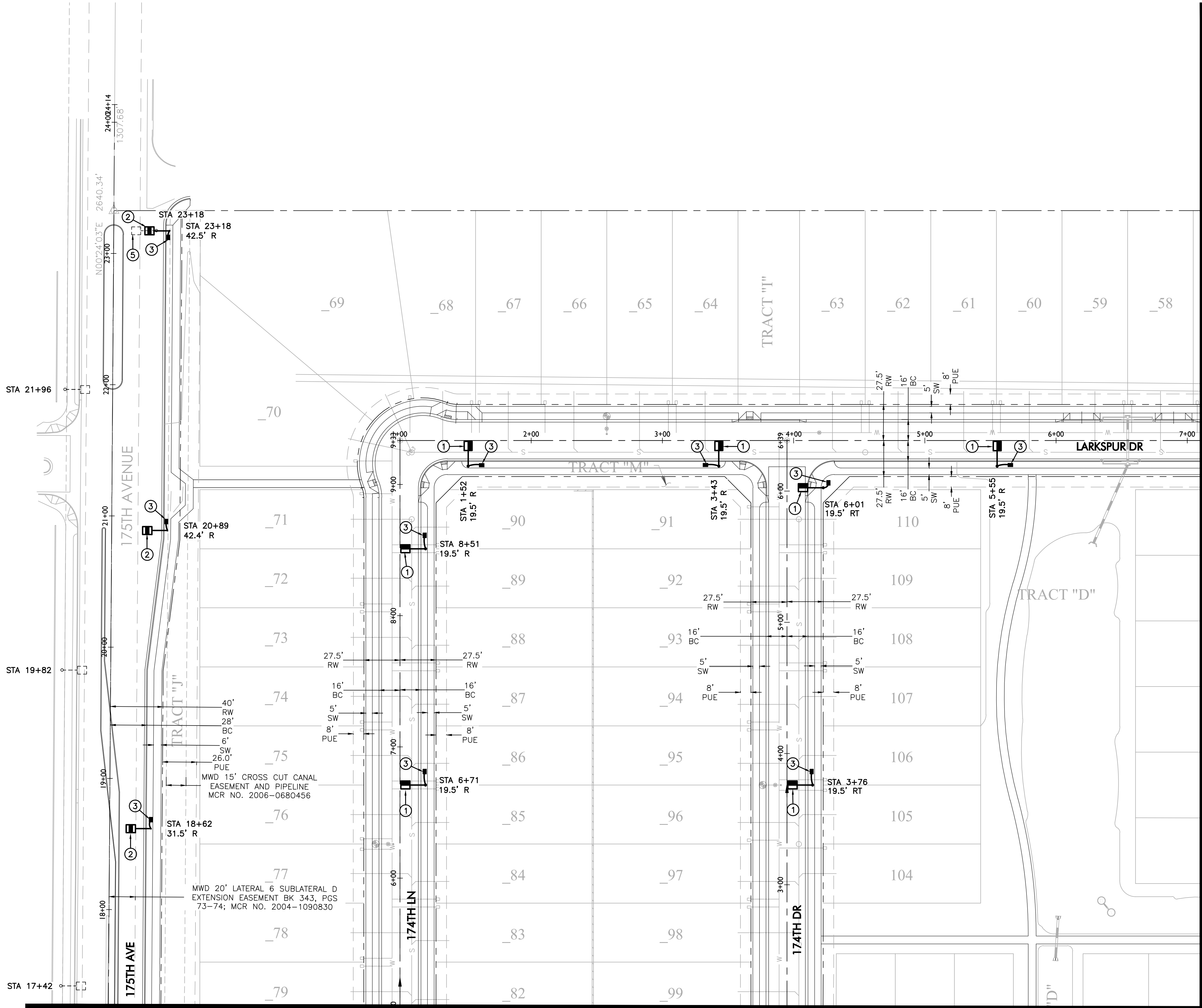
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WRIGHT
engineering corporation
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165 EAST CULIOT DRIVE, CHANDLER, ARIZONA, 85225
PHONE 480.497.5829 FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

FILE NAME	CASE #
H:\2019\19197-175th Ave & Cactus\19197-SL.dwg	FS19-465

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- PULL BOX
- NEW CONDUIT RUN
- FIRE HYDRANT

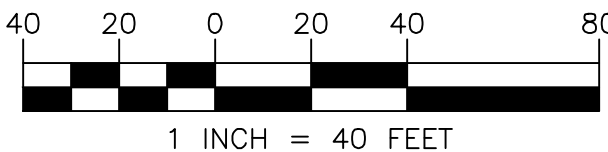
MATCHLINE 'C'
SEE SHEET SL4

CONSTRUCTION NOTES

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GRAPHIC SCALE

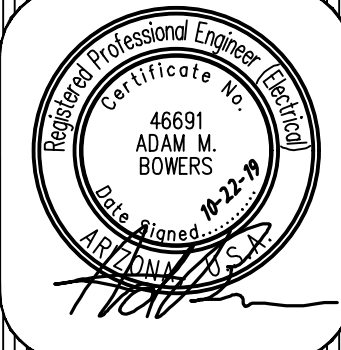


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DESIGN BY: TDL
DRAWN BY: TDL
CHECKED BY: AMB

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ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:
SURPRISE, ARIZONA
SIERRA SKY
W CACTUS RD AND N 175TH AVE
STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS	DESCRIPTIONS
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3	OCT 2019	3RD SUBMITTAL	

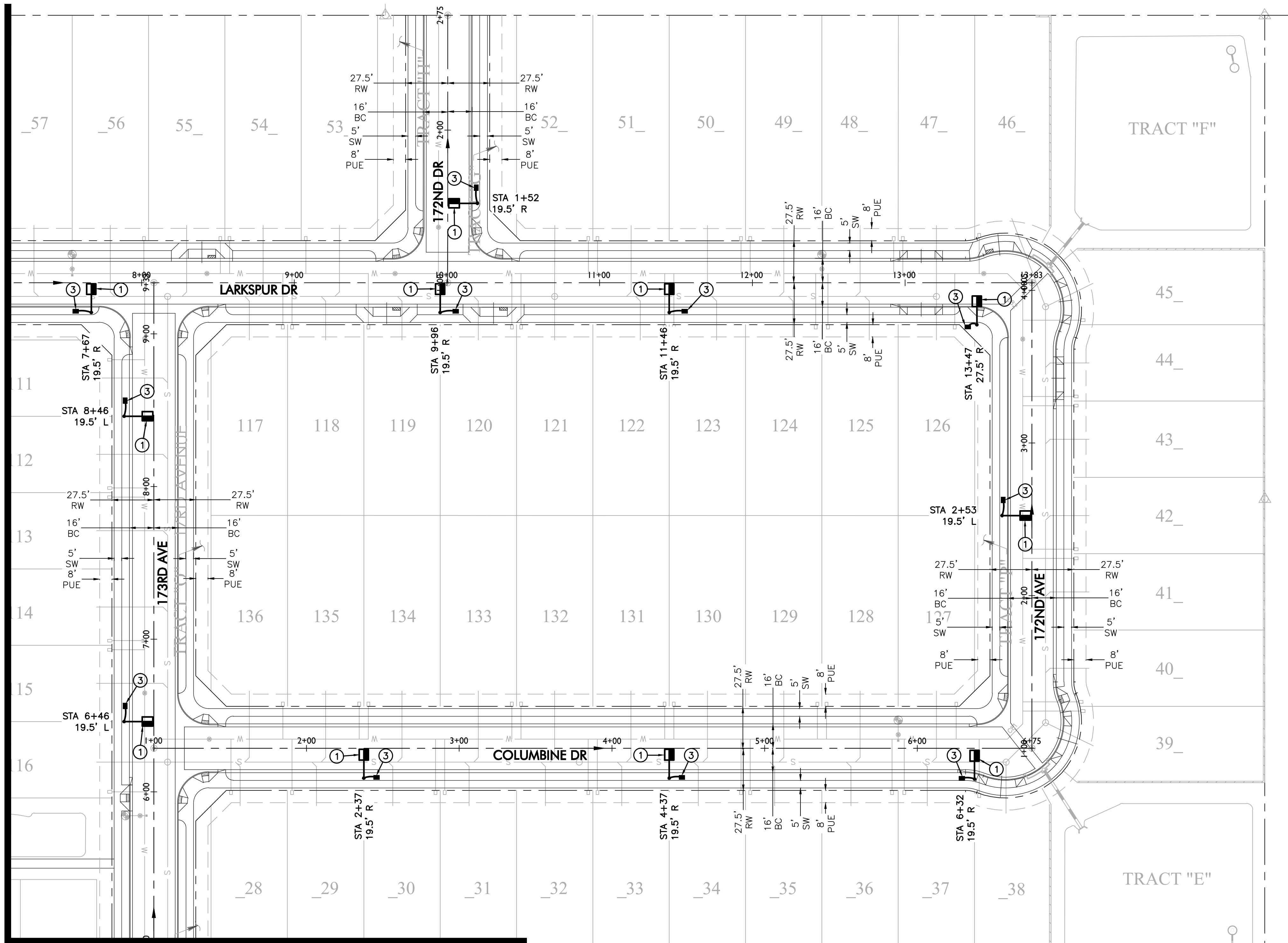


DRAWING NO:
SL3
OF 6

H:\2019\19197-175th Ave & Cactus\19197-SL.dwg CASE # 1919-1465

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MATCHLINE 'C'
SEE SHEET SL3



MATCHLINE 'D'
SEE ABOVE RIGHT

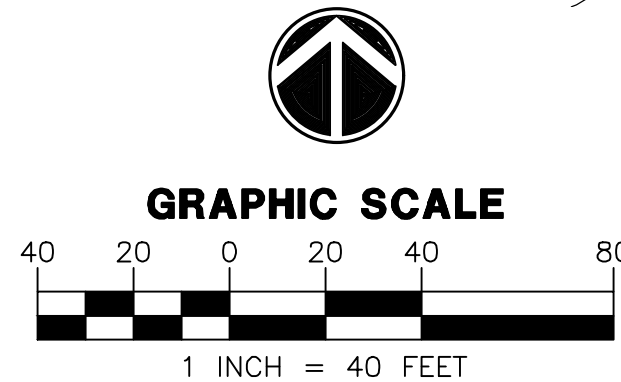
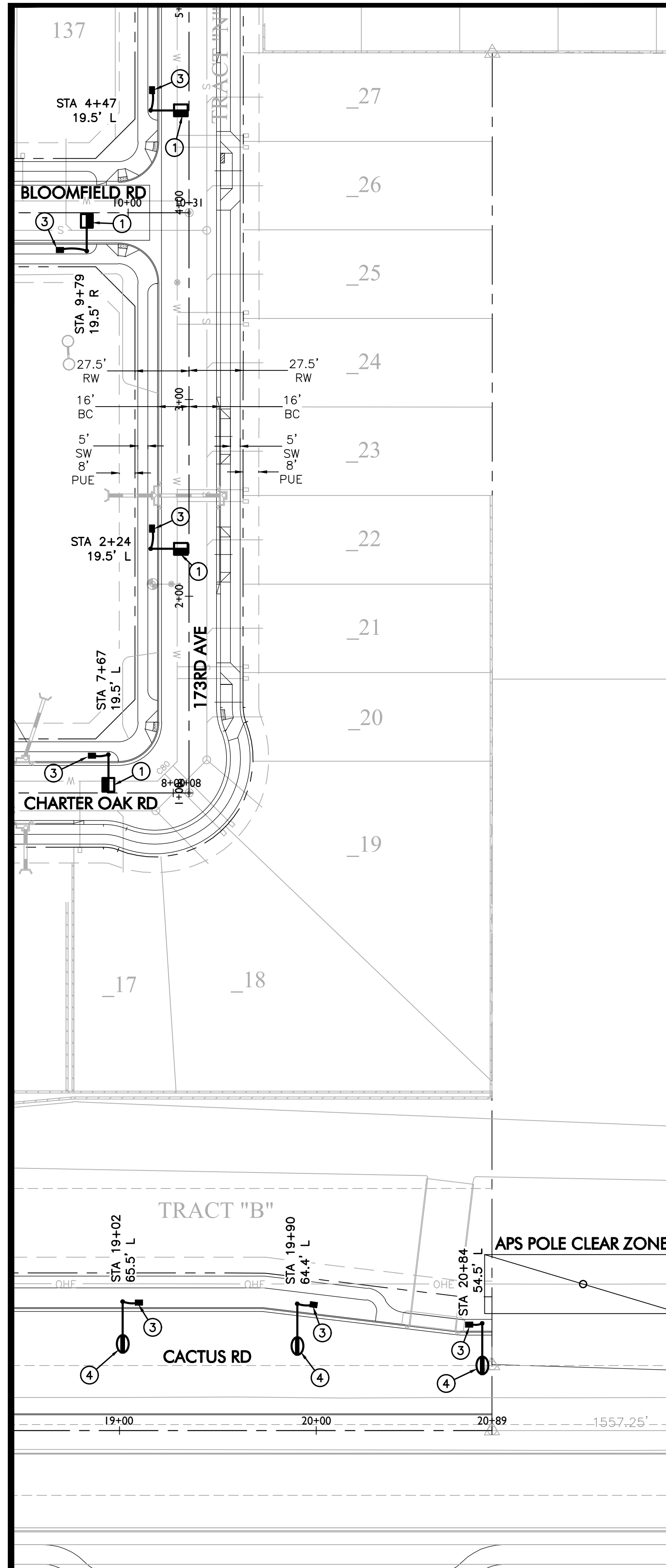
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- NEW CONDUIT RUN
- FIRE HYDRANT

MATCHLINE 'D'
SEE BELOW LEFT



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602-263-1100
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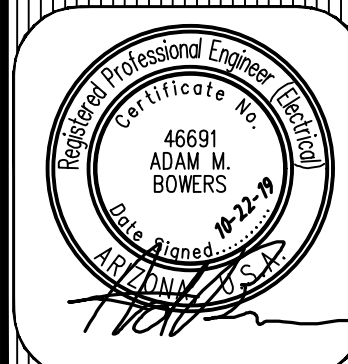
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STREET LIGHT PLAN

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)
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DRAWING NO:
SL4
OF 6

HAZ2019\19197-175th Ave & Cactus\19197-SL4.dwg CASE # 1919-465

[illegible]

- NOTES:
1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH EACH STREET LIGHT POLE. WHERE A GROUND ROD CANNOT BE DRIVEN, ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR APPROVED ALTERNATES.
3. SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS, DISCONNECT INSIDE", IS REQUIRED ON ALL DUST-TO-DOWN AND AREA LIGHTING APPLICATIONS.
4. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
5. USING THE 20'-0" POLE TO MATCH THE 16'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURRY DEPTH TO 4'-0".
6. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
7. ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG SPECIFIED BY SPVED 8129.
8. THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
9. THE TWO ARMED TENSION BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
10. TO ACCOMMODATE LESS THAN THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOR POEDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF THE TENSION ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
11. IN-LINE FUSE FOR UNDERGROUND FEEDS. SEE 8130-8140.
12. FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

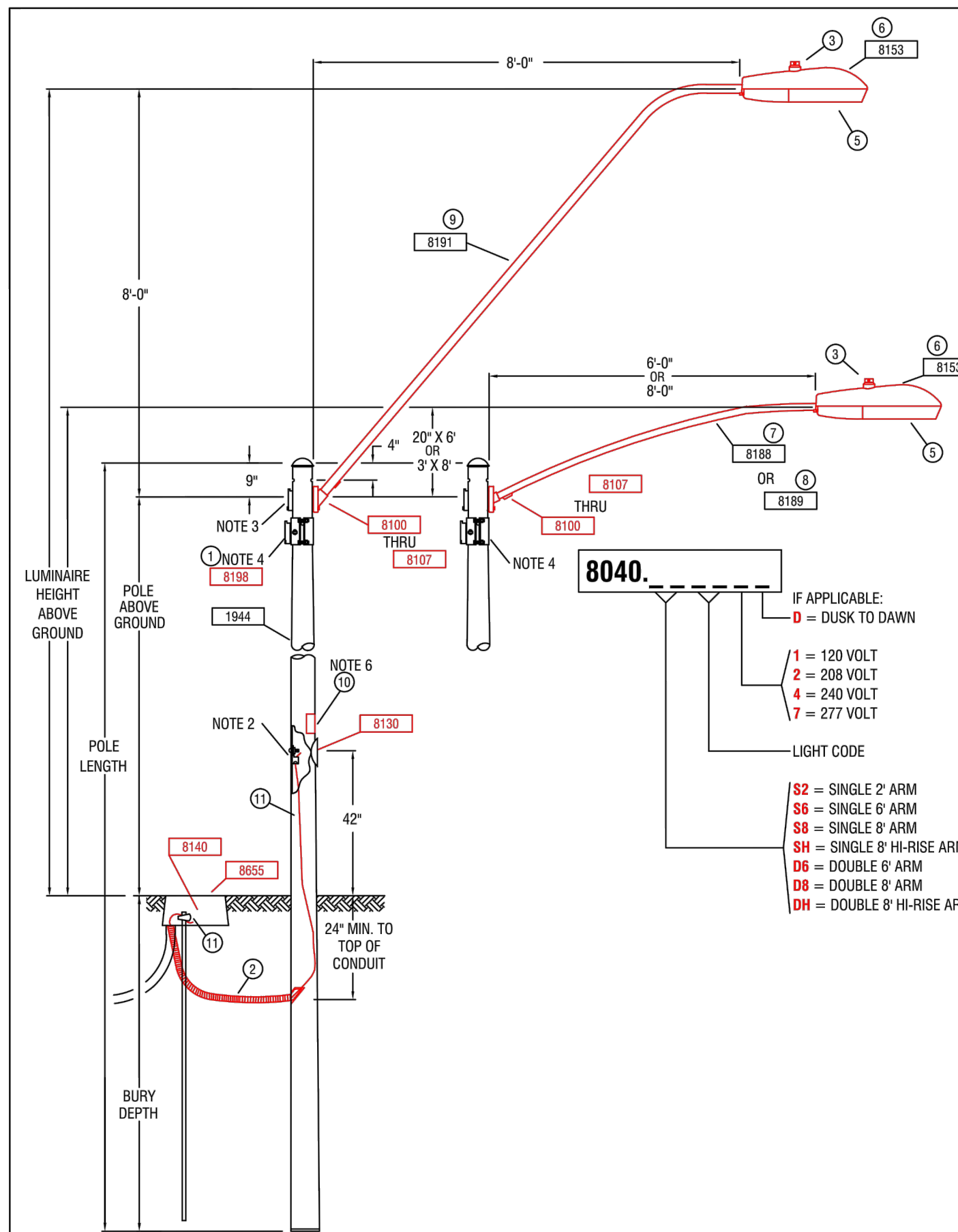
	↓		↓	TABLE 1			
LIGHT CODE	APN	WATTS	K	TYPE	VOLTS	INITIAL LUMENS	MOUNTING HEIGHT
AR16	0009450	100			120/208/240/277	3,500	
AR17	0009451	150			120/208/240/277	5,000	
AR18	0009452	250	2100	HPS	120/208/240/277	10,000	
AR19	0009454	400			120/208/240/277	50,000	
AR40	0012662	55	2700		120/208/240/277	33,000	
AR41	0012667	100			120/208/240/277	8,400	
AR42	0012846	120			120/208/240/277	10,200	
AR43	00132650	150	5000	IND	120/208/240/277	15,000	
AR44	0013103	100			120/208/240/277	17,150	
AR45	0016527	250			120/208/240/277	22,500	
RL40	00141047	32			120/208/240/277	3,800	
RL41	00141048	55			120/208/240/277	8,400	
RL42	00141049	88	3000	LED S	120/208/240/277	8,200	
RL43	00141150	108			120/208/240/277	11,000	
RL44	00141051	162			120/208/240/277	15,000	
RL50	00126261	55			120/208/240/277	4,300	
RL51	00126804	60		LED S	120/208/240/277	5,400	
RL53	00126805	95	4000		120/208/240/277	8,800	
RL54	00126806	125			120/208/240/277	10,000	
AL50	00126365	257			120/208/240/277	19,200	
AL56	00113722	62			120/208/240/277	7,100	
AL58	00126921	71			120/208/240/277	7,300	
AL59	00113723	118	4000	LED M	120/208/240/277	12,900	
AL61	0016525	118			120/208/240/277	12,900	
AL62	00116526	191*			120/208/240/277	12,900	
AR15	00101261	75			120/208/240/277	12,900	
AS20	133800772	55			120/240	8,000	
AS21	133800774	90	1700	LPS	120/240	15,500	
AS22	133800775	120			120/240	22,500	
AS23	133800778	180			120/240	33,000	

* CALL STANDARDS ENGINEERING FOR APPLICATION

CODE	0000.01	0000.02	0000.03	0000.04	0000.05	0000.06	0000.07	0000.08	0000.09	0000.10	MATERIAL LIST	
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN
1	-	-	-	-	-	-	-	-	-	-	BRACKET ARM S/P BOLTED	000092251
2	-	-	-	-	-	-	-	-	-	-	CAP STYL 50P 3.5" ARM	000092252
3	-	-	-	-	-	-	-	-	-	-	CONDUIT 1" POLY FLEX CURV	32000891
4	1	1	1	1	2	2	2	2	3	3	CONTROL PHOTO MULT BR-20	00073241
5	-	-	-	-	-	-	-	-	-	-	LUMINAIRE - SEE TABLE	
6	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" SQ X 1 DBL	00211554
7	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" SQ X 2 DBL	00083730
8	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" SQ X 2 DBL	33701117
9	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" SQ X 2 QUAD	00052665
10	1	1	1	1	2	2	2	2	3	3	MAST ARM STL 3" SQ X 2 SGL	33701116
11	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 1" BOLT 1" TPL	00052664
12	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" SQ X 4 DBL	00073267
13	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" SQ X 4 SGL	00061738
14	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 3" SQ X 8 SGL	33701120
15	-	-	-	-	-	-	-	-	-	-	MAST ARM STL 1" BOLT 1" TPL	00052664
16	1	1	1	1	1	1	1	1	1	1	SIGN POLE OWNED BY APN	00050092

 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS		LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY				SH 1 OF 8030
BY	LDR.	MGR.	DATE	REV.		
KLS	B. BOOKER	R. CANDRA	02/2016	12		

 ARIZONA PUBLIC SERVICE COMPANY T&D CONSTRUCTION STANDARDS		LIGHTS ARCHITECTURAL ON 5" SQUARE BROWN PAINTED STEEL POLE DIRECT BURY		SH 2 OF 8030
BY	LDR.	MGR.	DATE	REV.
KLS	B. BOOKER	R. CANDRA	02/2016	12



CONSTRUCTION NOTES:

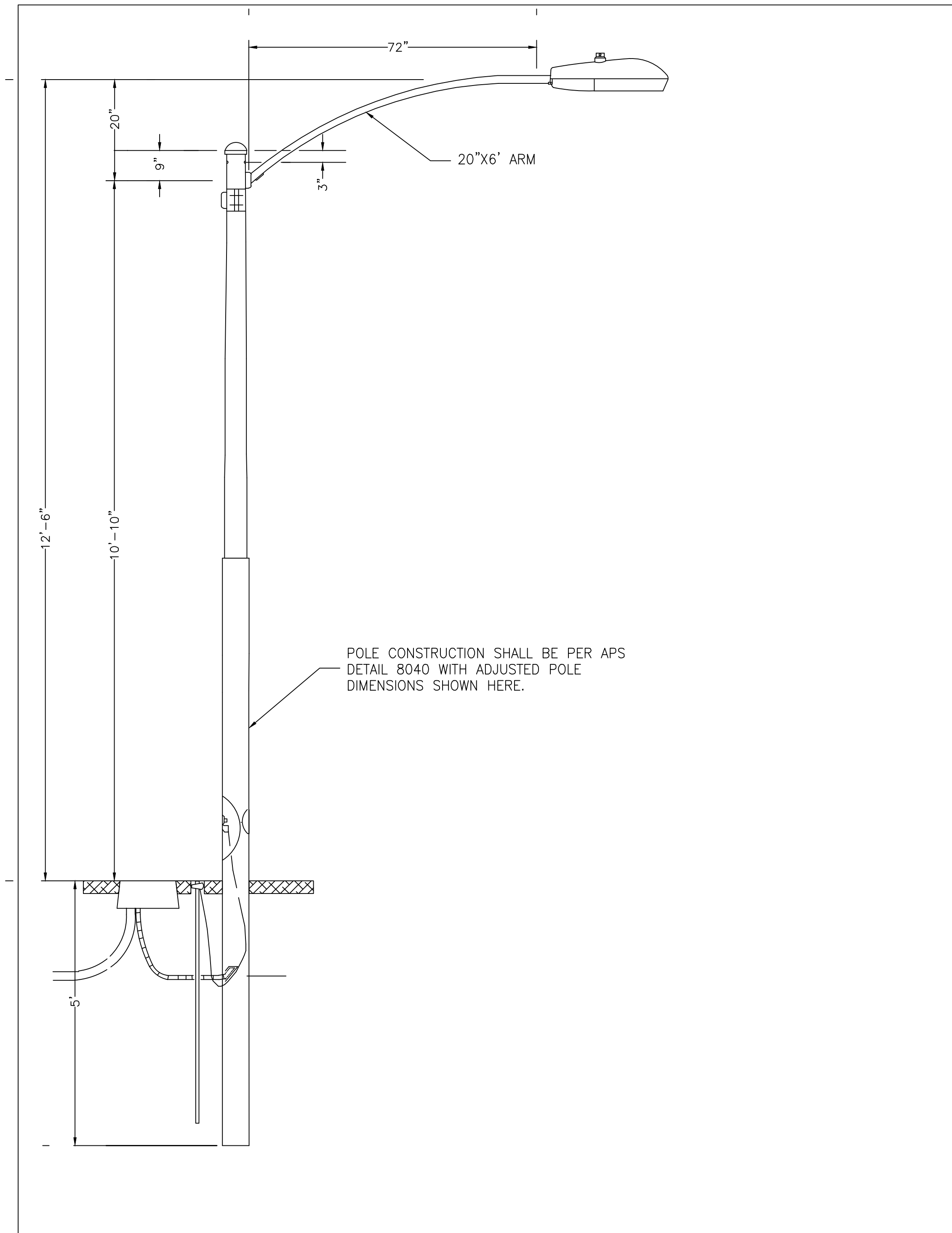
1. ADJUST PHOTO EYE TO FACE NORTH.
2. A GROUND ROD IS PROVIDED WITH THE J-BOX. WARE A GROUND ROD CAN NOT BE DRIVEN ALTERNATE GROUND SHALL BE USED. SEE 2449 THRU 2460 FOR ALTERNATE ALTERNATES.
3. THE 40'-5" SELF-SUPPORTING STEEL POLE AND ONE OF THE 36'-6" HAVE TWO. MANUFACTURER INSTALLED SIMPLEX FITTINGS 180° APART FOR DOUBLE ARMS, SEE CHART.
4. APN 33701054 IS A POLE BARN ADAPTOR WITH A SIMPLEX FITTING. ADAPTOR IS REQUIRED FOR THE SECOND ARM IN DOUBLE ARM APPLICATIONS ON EXISTING POLES IN THE FIELD WITHOUT TWO SIMPLEX FITTINGS. SEE 8196 FOR AVAILABLE SIZES.
5. THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
6. SIGN, "NOTICE THIS SIGN IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE" IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
7. POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
8. THE LIGHT CODE PROVIDES TWO SAME WATTAGE LUMINAIRES WHEN DOUBLE ARMS ARE SPECIFIED.
9. SEE SPEC 9130-8140 FOR IN-LINE FUSE FOR UNDERGROUND FEEDS.
10. SEE 8100 THRU 8107 FOR OVERHEAD ATTACHMENTS.

POLE CODE	POLE LENGTH	BURY DEPTH	POLE ABOVE GROUND	LUMINAIRE HEIGHT ABOVE GROUND ON ARM		
				20" X 6"	3" X 8"	8" X 8"
1944.19	19'-0"	5'-0"	14'-0"	14'-11"	16'-3"	---
1944.30	30'-6"	5'-6"	25'-0"	25'-11"	27'-3"	---
1944.38	38'-6"	6'-6"	32'-0"	32'-11"	34'-3"	39'-3"
1944.38X	38'-6"	6'-6"	32'-0"	32'-11"	34'-3"	39'-3"
1944.40X	40'-6"	8'-6"	32'-0"	32'-11"	34'-3"	39'-3"

CODE		MATERIAL LIST									
ITEM	QTY	QTY	QTY	QTY	QTY	QTY	DESCRIPTION	APN			
1	-	-	-	-	-	-	ADAPTER BAND W/ SIMPLEX 3"	33701054			
2	10	10	10	10	10	10	CONDUIT 1" PVC FLEX CORR	32500089			
3	2	2	2	2	2	2	CONTROL PHOTO MULTI BLACK	00063564			
4	VAR	VAR	VAR	VAR	VAR	VAR	CONTROL PHOTO MULTI BR-20	00073241			
5	1	1	1	1	1	1	LAMP - SE 8164 - 8171				
6	1	1	1	1	1	1	LUMINAIRE - SE CHART				
7	1	1	1	1	1	1	MAST ARM ST 12" X 2" X 6"	33701112			
8	-	-	-	-	-	-	MAST ARM ST 12" X 2" X 3" X 8"	33701124			
9	-	-	-	-	-	-	MAST ARM ST 12" X 2" X 8"	33701123			
10	1	1	1	1	1	1	SIGN POLY OWED BY APS	00050202			
11	10	10	10	10	10	10					

 ARIZONA PUBLIC SERVICE COMPANY DLT CONSTRUCTION STANDARDS					LIGHTS ROADWAY LUMINAIRE ON 20" X 6", 3' X 8", OR 8' X 8" MAST ARM ON 19'-0", 30'-0", 38'-0" OR 40'-6" STEEL POLES		SH 1 C 804
BY	LDR.	MGR.	DATE	REV.			
KLS	B. BOOKER	D. LAMONTAGNE	11/2011	10			

2	ARIZONA PUBLIC SERVICE COMPANY				LIGHTS	SH 2 OF
	T&D CONSTRUCTION STANDARDS				ROADWAY LUMINAIRE ON	
	BY	LDR.	MGR.	DATE	REV.	
	KLS	B. MCMINN	S. SIERRA	01/2007	9	8040
					20" X 6", 3' X 8' OR 8' X 8' MAST ARMS ON 19'-0", 38'-0" OR 40'-6" STEEL POLES	



1 12.5' STREET LIGHT
NO SCALE

TRACT "B"

APS POLE CLEAR ZONE

175TH AVE

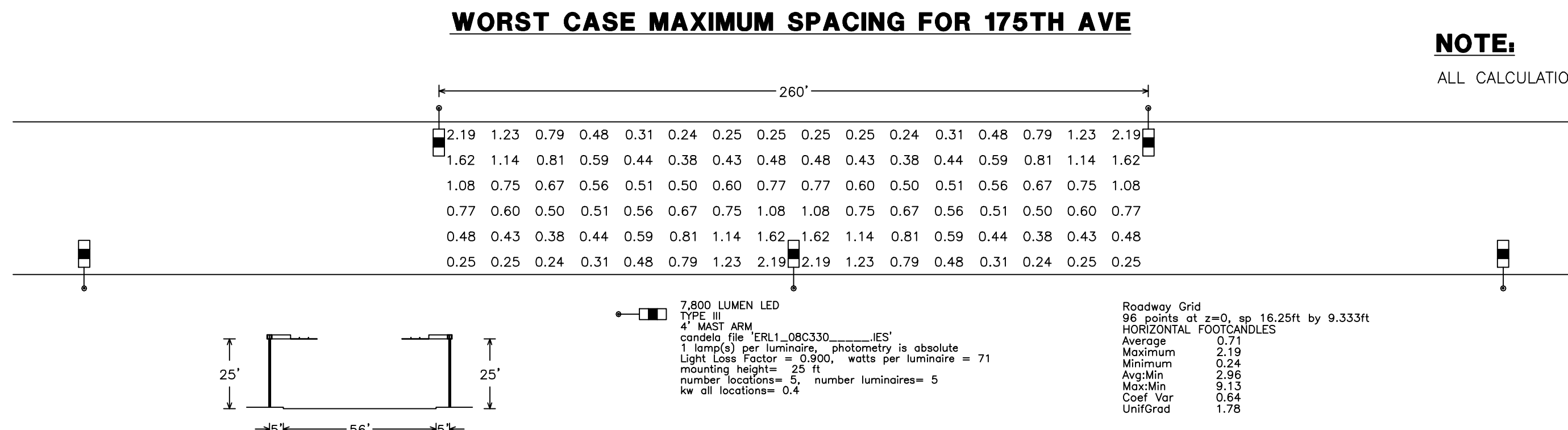
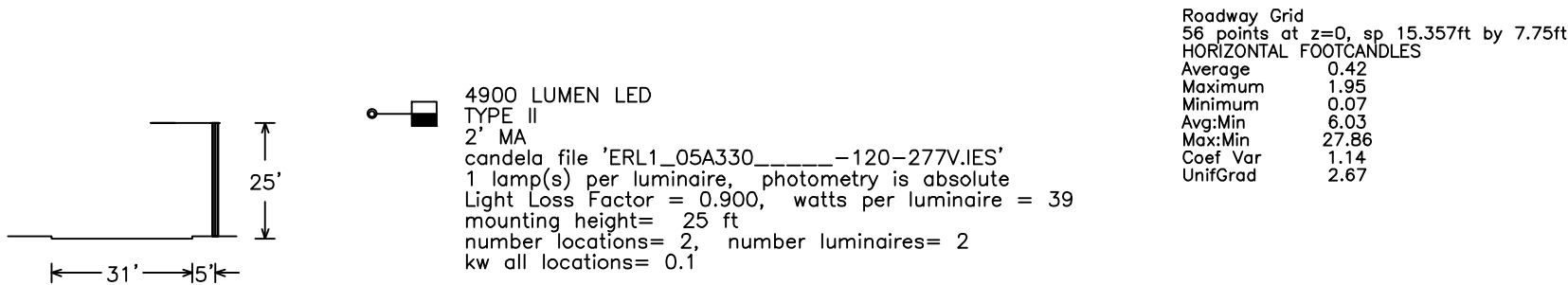
174TH AVE

APS POLE CLEAR ZONE

1557.25'

CACTUS RD

LUMINAIRE TABLE						
GRAY ROADWAY SCALEABLE LED 3000K						
LIGHT CODE	COLOR	APN	WATTS	VOLTS	INITIAL LUMENS	CATALOG #
CL50	GRAY	00141040	31	120/208/240/277	3,900	ERL1004B330AGRAYGLRX
CL51		00141041	39	120/208/240/277	4,900	ERL1005A330AGRAYGLRX
CL52		00141043	71	120/208/240/277	7,800	ERL1008C330AGRAYGLRX
CL53		00141045	97	120/208/240/277	9,600	ERL1010C330AGRAYGLRX
CL54		00141046	174	120/208/240/277	20,100	ERL2021C330AGRAYGLR



ARIZONA BLUE STAKE
CALL TWO WORKING DAYS
BEFORE YOU DIG
Dial 811 or
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

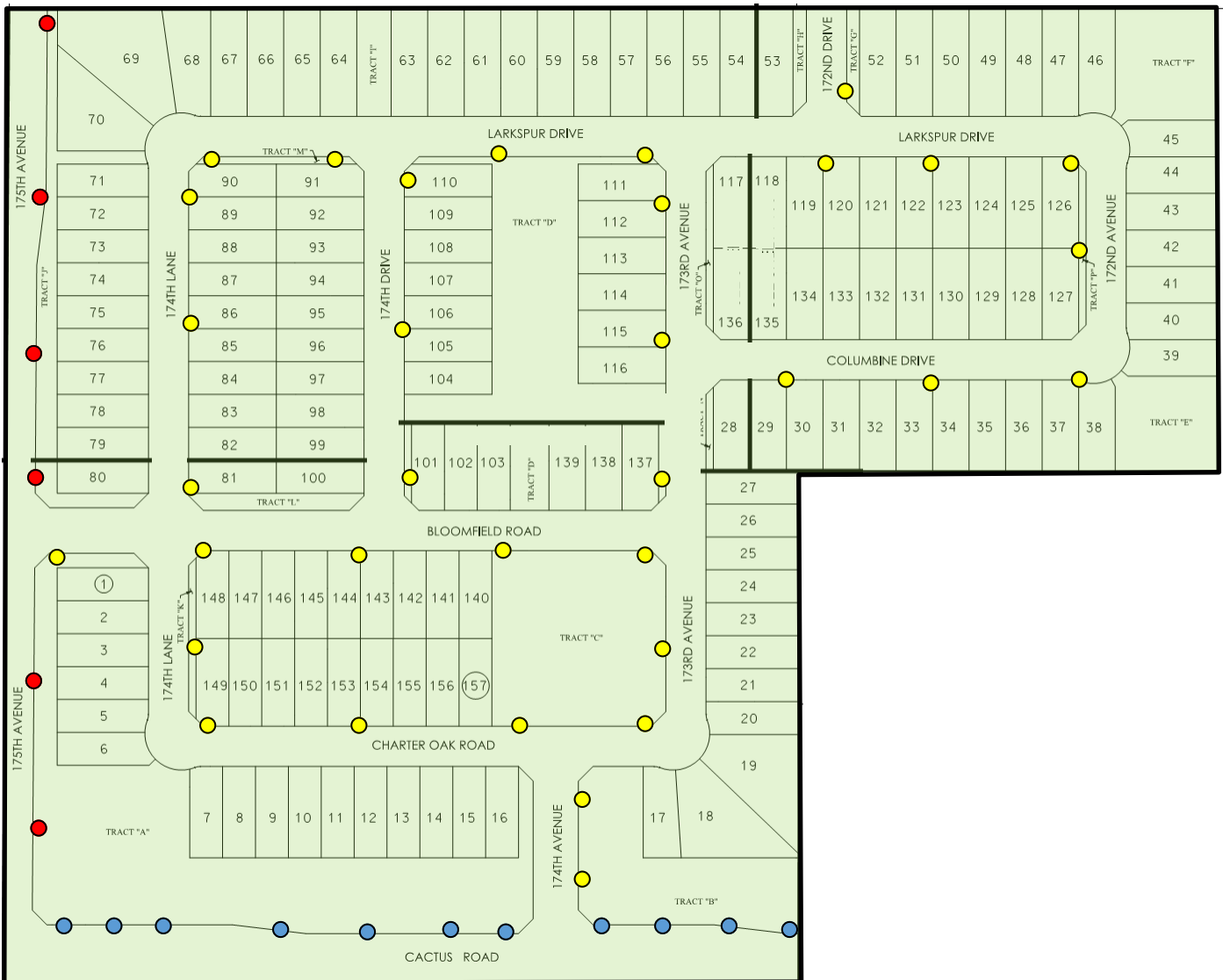
DRAWING NO:
SL6
OF 6

Page 77 of 224

GEHAN HOMES AT SIERRA SKY

Street Lights:

- Onsite — 34 Poles Local
- Offsite — 6 Poles Collector
- Offsite — 11 Poles Arterial (not on SLID account)
- SLID Boundary





CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 17, 2019
Submitting Department: Public Works
Staff Recommendations: None

Contact Person: Mike Gent, DIRECTOR - PW
District: District 3

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

Agenda Wording:

Consideration and action pertaining to approval of a Streetlight Maintenance Agreement between the City of Surprise and Westcor Surprise RSC, LLC, in order to provide lighting along Prasada Parkway and Alexandria Way, south of Waddell within the Prasada Development; Resolution #2019-99.

Motion:

I move to approve Resolution #2019-99.

Background:

The City and developer of Prasada Parkway and Alexandria way, within the Prasada development, wish to provide electricity and maintenance for the streetlights along each roadway. The City requires property owners to provide a form of guarantee to provide electricity and maintenance of streetlights adjacent to development, for all roadways that fall below an arterial classification. Both parties desire to enter into a Streetlight Maintenance Agreement in lieu of forming a Streetlight Improvement District.

Objective Analysis:

The purpose of the Streetlight Maintenance Agreement is to create a mechanism in lieu of a Street Light Improvement District for payment of electricity and maintenance of streetlights. The developer agrees to pay the costs to operate and maintain their immediate area's street lights through APS billing, that is initially received by the City. This action will approve the Streetlight Maintenance Agreement.

Policy Compliant:

Surprise Municipal Code requires that street lighting that serves a defined area be paid for through revenues obtained from the specific area being served by such street lighting. In these instances, a Street Light Improvement District (SLID) is formed. In lieu of the formation of SLIDs, developers may enter into a Streetlight Maintenance Agreement, which is an alternative mechanism to pay for the energy and maintenance of the streetlights.

Financial Impact:

Any financial impact on the City is anticipated to be minimal, as the Developer will be bearing the costs and expenses of the street light improvement facilities.

Budget Impact:

Any budget impact on the City is anticipated to be minimal, as the Developer will be bearing the costs and expenses of the street light improvement facilities.

FTE Impact:

This action does not change the full time equivalent count.

ATTACHMENTS:

1. 01_Resolution 2019-99
 2. 02_2019.09.23_Streetlight Maintenance Agreement
-

RESOLUTION # 2019-99

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A STREETLIGHT MAINTENANCE AGREEMENT IN ORDER TO PROVIDE LIGHTING ALONG PRASADA PARKWAY AND ALEXANDRIA WAY, SOUTH OF WADDELL ROAD WITHIN THE PRASADA DEVELOPMENT.

WHEREAS, the City of Surprise and Westcor Surprise RSC, LLC, an Arizona limited liability company, wish to provide electricity and maintenance to as many as 23 streetlights on Prasada Parkway and Alexandria Way within the Prasada development;

WHEREAS, Prasada Parkway and Alexandria Way are neither an arterial nor a parkway, such that formation of a streetlight improvement district is not warranted; and

WHEREAS, the parties desire to enter into a Streetlight Maintenance Agreement to provide for electricity and maintenance to the relevant streetlights in lieu of forming a streetlight improvement district.

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

Section 1. The Streetlight Maintenance Agreement attached as Exhibit A to this resolution is approved.

Section 2. The Mayor is authorized to execute this Agreement on behalf of the City of Surprise.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Skip Hall, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

STREETLIGHT MAINTENANCE AGREEMENT
(Prasada Parkway and Alexandria Way South of Waddell Road)

THIS STREETLIGHT MAINTENANCE AGREEMENT (“**Agreement**”) is entered into by and between **Westcor Surprise RSC LLC**, an Arizona limited liability company (“**Westcor**”), and the **City of Surprise**, an Arizona municipal corporation (“**City**”). Westcor and City are collectively referred to herein as the “**Parties**,” or individually as the “**Party**.”

RECITALS:

A. Westcor/ Surprise LLC, an affiliate of Westcor, is the master developer of the public infrastructure serving certain commercial property located within Prasada on the south side of Waddell Road between Sarival Avenue and Loop 303 (SR303L). The property is zoned commercial in the City of Surprise and is planned to be developed by Westcor as a commercial mixed use retail center (the “**Center**”). Prasada Parkway, which will run south to north, will bisect the Center, and Alexandria Way will connect Prasada Parkway and Sarival Avenue.

B. The City requires property owners within the City to pay for electricity and maintenance costs associated with street lights adjacent to such property owner’s property, except when such property fronts on a street classified as an “Arterial” or a “Parkway,” as defined in the sole and absolute discretion of the City.

C. For property that does not front on an Arterial or a Parkway, the required mechanism for paying the street light electricity and maintenance costs is through the formation of a Street Light Improvement District or “**SLID**.”

D. Arizona Public Service (“**APS**”), the streetlight utility provider, bills the City for streetlight electricity and maintenance costs, which the City then pays. To the extent some of the City streetlights are in SLIDs, the SLIDs then reimburse the City their prorata share of such costs.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the Parties state, confirm and agree as follows:

1. **Purpose**. The purpose of this Agreement is to create a mechanism in lieu of a SLID for payment of the electricity and maintenance costs for up to twenty-three (23) streetlights located along Prasada Parkway and Alexandria Way, and further identified on Exhibit A (collectively the “**Streetlights**” or individually the “**Streetlight**”).

2. **City’s Duties and Obligations**. Subject to the provisions of Paragraph 4, City agrees to do the following:

(a) When warranted, the City will adjust the annual payment amount to true-up for any overages, shortages, or rate/fee/tax changes which have occurred during the previous year. City will provide 30 days’ notice to Westcor in the event of a change in the annual payment amount. City will also make

applicable records, including APS electricity invoices, available for review annually in the City's offices, by an agent of Westcor, upon written request to the City's Chief Financial Officer.

3. **Westcor's Duties and Obligations.** Subject to the provisions of Paragraph 4, Westcor agrees to do the following:

(a) Westcor will remit annual payment amount to City on date of first illumination of the streetlights, and on each anniversary thereafter. Failure to remit within 30 days of this due date may result in termination of streetlight illumination. The first annual payment amount shall be \$3,111.50, which is comprised of estimated annual electricity and maintenance costs (23 lights @ \$6.70 per light per month estimate), 25% reserve deposit, and \$800 annual administrative fee.

4. **Prasada Parkway and Alexandria Way Determination.** In the event the City, in its sole and absolute discretion, determines that the portions of Prasada Parkway and Alexandria Way containing the Streetlights shall be classified in a manner that no longer requires the formation of a SLID, no SLID shall be required and Westcor shall have no further obligation to reimburse the City for the electricity and maintenance costs associated with the Streetlights. Any costs paid by Westcor pursuant to this Agreement prior to such a determination shall be retained by the City and Westcor shall not be entitled to a refund of such costs paid. The City's determination shall not be subject to the Dispute Resolution provisions of Paragraph 6.4.

5. **SLID Formation.** Westcor may elect to form a SLID including the streetlights identified in Exhibit A. If a SLID is formed that complies with the requirements of the Surprise Municipal Code and includes such streetlights, then upon the date of the formation of the SLID this Agreement will terminate and Westcor will have no further obligation to reimburse the City for the electricity and maintenance costs associated with such streetlights.

6. **General Provisions.**

6.1 **Term.** This Agreement shall become effective on the date the last Party executes this Agreement and unless otherwise terminated pursuant to Paragraphs 4 or 5 above, it shall remain in force and effect until such time as another mechanism is put in place to cover the electricity and maintenance costs associated with the Streetlights or the City determines in its sole and absolute discretion that reimbursement of electricity and maintenance costs no longer is required for the Streetlights.

6.2 **Notices and Filings.** All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by certified United States Mail, postage pre-paid, return receipt requested if to:

Westcor: Westcor Surprise RSC LLC
11411 North Tatum Boulevard
Phoenix, Arizona 85028
Attn: Garrett Newland
Phone: (602) 953-6200
Fax: (602) 953-1964

RED 303 RSC LLC
6263 North Scottsdale Road, Suite 330
Scottsdale, Arizona 85250
Attn: Michael L. Ebert
Phone: (480) 556-7750
Fax: (480) 947-7997

WDP Partners, LLC
11411 North Tatum Boulevard
Phoenix, Arizona 85028
Attn: John F. Rasor
Phone: (602) 953-6270
Fax: (602) 953-6298

With a copy to: Quarles & Brady LLP
One Renaissance Square
Two North Central Avenue
Phoenix, Arizona 85004
Attn: Derek Sorenson
Phone: (602) 229-5320
Fax: (602) 420-5130

City: City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Attn: City Attorney and additionally to
Attn: Chief Financial Officer
Phone: (623) 222-1120
Fax: (623) 222-1101

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to either Party shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the Party.

6.3 Default. Failure or unreasonable delay by any Party to perform or otherwise act in accordance with any term or provision hereunder shall constitute a breach of this Agreement. Any breach not cured within thirty (30) days after written notice is received from a

non-breaching Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or to comply with any term or provision hereunder, then the breaching Party shall have such additional time as may be necessary to perform or comply so long as the breaching Party commences performance or compliance within said 30-day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event of default by either Party, the non-defaulting shall be entitled to exercise any remedy available to it under law or in equity, including the right to cancel the agreement.

Notwithstanding the foregoing, in the event that Westcor is the defaulting party, the City may terminate electric service and require Westcor to cure by posting appropriate financial assurances in such form and amount as reasonably required by the City to assure the ongoing electrical supply and maintenance of the Streetlights.

6.4 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbonding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Parties shall request the presiding judge of the Superior Court in and for Maricopa County, Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation subsequent to the moratorium. Such mediation shall not, however, restrict City's ability to unilaterally cease illumination of the streetlights during the mediation period.

6.5 Choice of Law and Venue. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason.

6.6 Good Standing and Authority. The Parties represent and warrant that each is duly formed and validly existing under Arizona laws and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

6.7 Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

6.8 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof; and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

6.9 Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

6.10 Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

6.11 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

6.13 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or Legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

6.14 Entire Agreement. This Agreement, together with the following Exhibit attached hereto and incorporated herein by this reference, constitutes the entire agreement between the Parties.

(a) Exhibit A: Depiction of the Streetlights

All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written are superseded by and merged into this Agreement.

6.15 Time. Time is of the essence of this Agreement and with respect to the performance required by each Party.

6.16 Conflict of Interest. This Agreement is subject to the terms of ARS § 38-511.

6.17 Non-assignment. Westcor may not assign this Agreement, nor may Westcor assign any rights and duties under this Agreement, without the written consent of the City.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES FOLLOW ON NEXT PAGES]**

IN WITNESS WHEREOF, the Parties have executed this Streetlight Maintenance Agreement on the date(s) written below.

CITY:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
_____, City Attorney

ATTESTED:

By: _____
_____, City Clerk

[SIGNATURES CONTINUE ON NEXT PAGE]

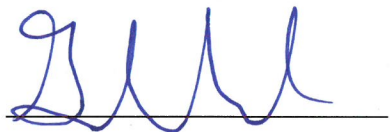
WESTCOR:

WESTCOR SURPRISE RSC LLC, an Arizona limited liability company

By: Westcor 303 RSC LLC, an Arizona limited liability company, its Managing Member

By: The Westcor Company II Limited Partnership, an Arizona limited partnership, its Managing Member

By: Macerich TWC II Corp., a Delaware corporation, its General Partner

By: 

Name: Garrett Newland

Title: Sr. Vice President

Date: 9/23/19

EXHIBIT A

Depiction of Streetlights

[see following page]

DWG: F:\2018\3501-4000\018-3610\40-Design\Exhibits\2019.07.18 Streetlight Maintenance Agreement Exhibit.dwg USER: emorton
 DATE: Jul 18, 2019 2:47pm XREFS: SL_PLT_0183610 C_PBASE_0183610 C_PBASE_POINT_0183610 C_PBASE_DWG_0183610

PRASADA PKWY

WADDELL RD

SARIVAL AVE

ALEXANDRIA WAY

STREET LIGHTS INCLUDED IN AGREEMENT

0' 100' 200'
 SCALE IN FEET

PROJECT NO: 018-3610

DRAWN BY: EM

DATE: 2019/07/18

STREETLIGHT MAINTENANCE AGREEMENT PRASADA PKWY AND ALEXANDRIA WAY

olsson

7250 North 16th Street
 Suite 210
 Phoenix, AZ 85020-5282
 TEL 602.748.1000

EXHIBIT

1

STREETLIGHT MAINTENANCE AGREEMENT
(Prasada Parkway and Alexandria Way South of Waddell Road)

THIS STREETLIGHT MAINTENANCE AGREEMENT (“**Agreement**”) is entered into by and between **Westcor Surprise RSC LLC**, an Arizona limited liability company (“**Westcor**”), and the **City of Surprise**, an Arizona municipal corporation (“**City**”). Westcor and City are collectively referred to herein as the “**Parties**,” or individually as the “**Party**.”

RECITALS:

A. Westcor/Suprise LLC, an affiliate of Westcor, is the master developer of the public infrastructure serving certain commercial property located within Prasada on the south side of Waddell Road between Sarival Avenue and Loop 303 (SR303L). The property is zoned commercial in the City of Surprise and is planned to be developed by Westcor as a commercial mixed use retail center (the “**Center**”). Prasada Parkway, which will run south to north, will bisect the Center, and Alexandria Way will connect Prasada Parkway and Sarival Avenue.

B. The City requires property owners within the City to pay for electricity and maintenance costs associated with street lights adjacent to such property owner’s property, except when such property fronts on a street classified as an “Arterial” or a “Parkway,” as defined in the sole and absolute discretion of the City.

C. For property that does not front on an Arterial or a Parkway, the required mechanism for paying the street light electricity and maintenance costs is through the formation of a Street Light Improvement District or “**SLID**.”

D. Arizona Public Service (“**APS**”), the streetlight utility provider, bills the City for streetlight electricity and maintenance costs, which the City then pays. To the extent some of the City streetlights are in SLIDs, the SLIDs then reimburse the City their prorata share of such costs.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth in this Agreement, the Parties state, confirm and agree as follows:

1. **Purpose**. The purpose of this Agreement is to create a mechanism in lieu of a SLID for payment of the electricity and maintenance costs for up to twenty-three (23) streetlights located along Prasada Parkway and Alexandria Way, and further identified on Exhibit A (collectively the “**Streetlights**” or individually the “**Streetlight**”).

2. **City’s Duties and Obligations**. Subject to the provisions of Paragraph 4, City agrees to do the following:

(a) When warranted, the City will adjust the annual payment amount to true-up for any overages, shortages, or rate/fee/tax changes which have occurred during the previous year. City will provide 30 days’ notice to Westcor in the event of a change in the annual payment amount. City will also make

applicable records, including APS electricity invoices, available for review annually in the City's offices, by an agent of Westcor, upon written request to the City's Chief Financial Officer.

3. **Westcor's Duties and Obligations.** Subject to the provisions of Paragraph 4, Westcor agrees to do the following:

(a) Westcor will remit annual payment amount to City on date of first illumination of the streetlights, and on each anniversary thereafter. Failure to remit within 30 days of this due date may result in termination of streetlight illumination. The first annual payment amount shall be \$3,111.50, which is comprised of estimated annual electricity and maintenance costs (23 lights @ \$6.70 per light per month estimate), 25% reserve deposit, and \$800 annual administrative fee.

4. **Prasada Parkway and Alexandria Way Determination.** In the event the City, in its sole and absolute discretion, determines that the portions of Prasada Parkway and Alexandria Way containing the Streetlights shall be classified in a manner that no longer requires the formation of a SLID, no SLID shall be required and Westcor shall have no further obligation to reimburse the City for the electricity and maintenance costs associated with the Streetlights. Any costs paid by Westcor pursuant to this Agreement prior to such a determination shall be retained by the City and Westcor shall not be entitled to a refund of such costs paid. The City's determination shall not be subject to the Dispute Resolution provisions of Paragraph 6.4.

5. **SLID Formation.** Westcor may elect to form a SLID including the streetlights identified in Exhibit A. If a SLID is formed that complies with the requirements of the Surprise Municipal Code and includes such streetlights, then upon the date of the formation of the SLID this Agreement will terminate and Westcor will have no further obligation to reimburse the City for the electricity and maintenance costs associated with such streetlights.

6. **General Provisions.**

6.1 **Term.** This Agreement shall become effective on the date the last Party executes this Agreement and unless otherwise terminated pursuant to Paragraphs 4 or 5 above, it shall remain in force and effect until such time as another mechanism is put in place to cover the electricity and maintenance costs associated with the Streetlights or the City determines in its sole and absolute discretion that reimbursement of electricity and maintenance costs no longer is required for the Streetlights.

6.2 **Notices and Filings.** All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by certified United States Mail, postage pre-paid, return receipt requested if to:

Westcor: Westcor Surprise RSC LLC
11411 North Tatum Boulevard
Phoenix, Arizona 85028
Attn: Garrett Newland
Phone: (602) 953-6200
Fax: (602) 953-1964

RED 303 RSC LLC
6263 North Scottsdale Road, Suite 330
Scottsdale, Arizona 85250
Attn: Michael L. Ebert
Phone: (480) 556-7750
Fax: (480) 947-7997

WDP Partners, LLC
11411 North Tatum Boulevard
Phoenix, Arizona 85028
Attn: John F. Rasor
Phone: (602) 953-6270
Fax: (602) 953-6298

With a copy to: Quarles & Brady LLP
One Renaissance Square
Two North Central Avenue
Phoenix, Arizona 85004
Attn: Derek Sorenson
Phone: (602) 229-5320
Fax: (602) 420-5130

City: City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374
Attn: City Attorney and additionally to
Attn: Chief Financial Officer
Phone: (623) 222-1120
Fax: (623) 222-1101

or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to either Party shall become effective upon the earliest of the following: (a) actual receipt by that Party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the Party.

6.3 Default. Failure or unreasonable delay by any Party to perform or otherwise act in accordance with any term or provision hereunder shall constitute a breach of this Agreement. Any breach not cured within thirty (30) days after written notice is received from a

non-breaching Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than thirty (30) days would reasonably be required to perform such action or to comply with any term or provision hereunder, then the breaching Party shall have such additional time as may be necessary to perform or comply so long as the breaching Party commences performance or compliance within said 30-day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event of default by either Party, the non-defaulting shall be entitled to exercise any remedy available to it under law or in equity, including the right to cancel the agreement.

Notwithstanding the foregoing, in the event that Westcor is the defaulting party, the City may terminate electric service and require Westcor to cure by posting appropriate financial assurances in such form and amount as reasonably required by the City to assure the ongoing electrical supply and maintenance of the Streetlights.

6.4 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbonding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Parties. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Parties shall request the presiding judge of the Superior Court in and for Maricopa County, Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to development. The cost of any such mediation shall be divided equally between the Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation subsequent to the moratorium. Such mediation shall not, however, restrict City's ability to unilaterally cease illumination of the streetlights during the mediation period.

6.5 Choice of Law and Venue. Any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by Arizona law. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason.

6.6 Good Standing and Authority. The Parties represent and warrant that each is duly formed and validly existing under Arizona laws and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

6.7 Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

6.8 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof; and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

6.9 Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

6.10 Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

6.11 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

6.13 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or Legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Arizona time) on the last day of the applicable time period provided herein.

6.14 Entire Agreement. This Agreement, together with the following Exhibit attached hereto and incorporated herein by this reference, constitutes the entire agreement between the Parties.

(a) Exhibit A: Depiction of the Streetlights

All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written are superseded by and merged into this Agreement.

6.15 Time. Time is of the essence of this Agreement and with respect to the performance required by each Party.

6.16 Conflict of Interest. This Agreement is subject to the terms of ARS § 38-511.

6.17 Non-assignment. Westcor may not assign this Agreement, nor may Westcor assign any rights and duties under this Agreement, without the written consent of the City.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES FOLLOW ON NEXT PAGES]**

IN WITNESS WHEREOF, the Parties have executed this Streetlight Maintenance Agreement on the date(s) written below.

CITY:

CITY OF SURPRISE, an Arizona municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
_____, City Attorney

ATTESTED:

By: _____
_____, City Clerk

[SIGNATURES CONTINUE ON NEXT PAGE]

WESTCOR:

WESTCOR SURPRISE RSC LLC, an Arizona limited liability company

By: Westcor 303 RSC LLC, an Arizona limited liability company, its Managing Member

By: The Westcor Company II Limited Partnership, an Arizona limited partnership, its Managing Member

By: Macerich TWC II Corp., a Delaware corporation, its General Partner

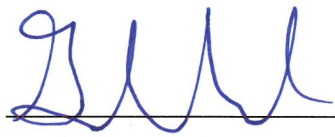
By: 
Name: Garrett Newland
Title: Sr. Vice President
Date: 9/23/19

EXHIBIT A

Depiction of Streetlights

[see following page]

DWG: F:\2018\3501-4000\018-3610\40-Design\Exhibits\2019.07.18_Streetlight_Maintenance_Agreement_Exhibit.dwg USER: emorton
DATE: Jul 18, 2019 2:47pm XREFS: SL_PLT_0183610 C_PBASE_0183610 C_PBASE_POINT_0183610 C_PBASE_DWG_0183610

PRASADA PKWY

WADDELL RD

SARIVAL AVE

ALEXANDRIA WAY

STREET LIGHTS INCLUDED IN AGREEMENT

0' 100' 200'
SCALE IN FEET

PROJECT NO: 018-3610

DRAWN BY: EM

DATE: 2019/07/18

STREETLIGHT MAINTENANCE AGREEMENT PRASADA PKWY AND ALEXANDRIA WAY

olsson

7250 North 16th Street
Suite 210
Phoenix, AZ 85020-5282
TEL 602.748.1000

EXHIBIT

1



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 17, 2019 Contact Person: Robert Kuhfuss
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, "Bell Pointe II - North and Tract LL of Bell Pointe I Plat" and dated November 11, 2019, a 7.69 acre property generally located north of Bell Road and east of Bell Pointe Boulevard.

Motion:

I move to approve the Final Plat entitled "Bell Pointe II - North and Tract LL of Bell Pointe I Plat" dated November 11, 2019.

Background:

The subject request involves a Final Plat for Bell Pointe II North. The City Council approved the original Final Plat for Bell Pointe II North on September 5, 2017. At the same time, the Council also approved an Alternative Assurance Agreement that would allow the City to withhold recording of the Final Plat until required infrastructure improvements were completed and accepted by the City. The original Alternative Assurance Agreement was set to expire on September 5, 2018; however, on September 4, 2018, the City Council approved a one-time extension of the Alternative Assurance Agreement, which expired on September 4, 2019.

Richmond American Homes of Arizona entered into a purchase agreement for Bell Pointe II South and submitted an amended Final Plat for that property, which was approved by the City Council on August 6, 2019. Richmond American Homes also posted Financial Assurances for Bell Pointe II South within the deadline imposed by the Alternative Assurance Agreement. Staff subsequently recorded the Final Plat for Bell Pointe II South.

While Bell Pointe II South was able to meet the timelines expressed in the Alternative Assurance Agreement, Bell Pointe II North did not, and the Alternative Assurance Agreement expired. Richmond American Homes filed the subject Final Plat for Bell Pointe II North, updated the civil improvement plans, and posted the necessary Financial Assurances.

Objective Analysis:

The proposed subdivision meets the requirements of the Bell Pointe II PAD as amended and the Surprise Municipal Code (SMC). The amenities included will provide small-scale recreational opportunities for the residents of the community. Once developed, the population base generated by the

subdivision will contribute to the local schools enrollment, while providing incentive for much needed retail services in the area.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 DU/Ac or more. The site is also located at the outer limits of the 0-6 DU/Ac ribbon of the Luke Air Force Auxiliary Field 1 Graduated Density Concept (GDC). At 4.94 DU/Ac., the proposed Amended Final Plat is consistent with the GDC and the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 19.12.09 EVR Bell Point II North Final Plat 12-17-19 CC Staff Report
 2. 01 FS19-665 Bell Point II North Final Plat Vicinity Map
 3. 02 FS19-665 Bell Point II North Final Plat Case Map
 4. 03 FS19-665 Bell Point II North Final Plat
 5. 05 FS19-665 Bell Point II North Final Plat 12-17-19 CC Presentation
 6. 06 FS19-665 Final Plat Bell Pointe II North Final Plat memo of valuation
-

Case: FS19-665

Project Name: Bell Pointe II North Final Plat

Council District: 1 - Acacia

Meeting Date: December 17, 2019

Planner: Robert H. Kuhfuss, AICP

Owner: Richmond American Homes of Arizona, Inc.

Applicant: Richmond American Homes of Arizona, Inc.

Request: Final Plat for Bell Pointe II North and Tract LL of Bell Pointe I

Site Location: Generally located north of Bell Road and east of Bell Pointe Boulevard

Area: 7.69 acres (approx.)

Density: 4.94 DU/Ac.

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

Support/Opposition: None known

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Bell Pointe II PAD as amended.
- The proposed Final Plat is consistent with the Bell Pointe II Preliminary Plat.
- The reviewing agencies have indicated no objections to the request.

Alternative Actions: **Approval** of the requested Final Plat will allow the developer to legally subdivide the property.

Denial of the requested Final Plat will deny the applicant the opportunity to legally subdivide the property as depicted on the proposed Final Plat.

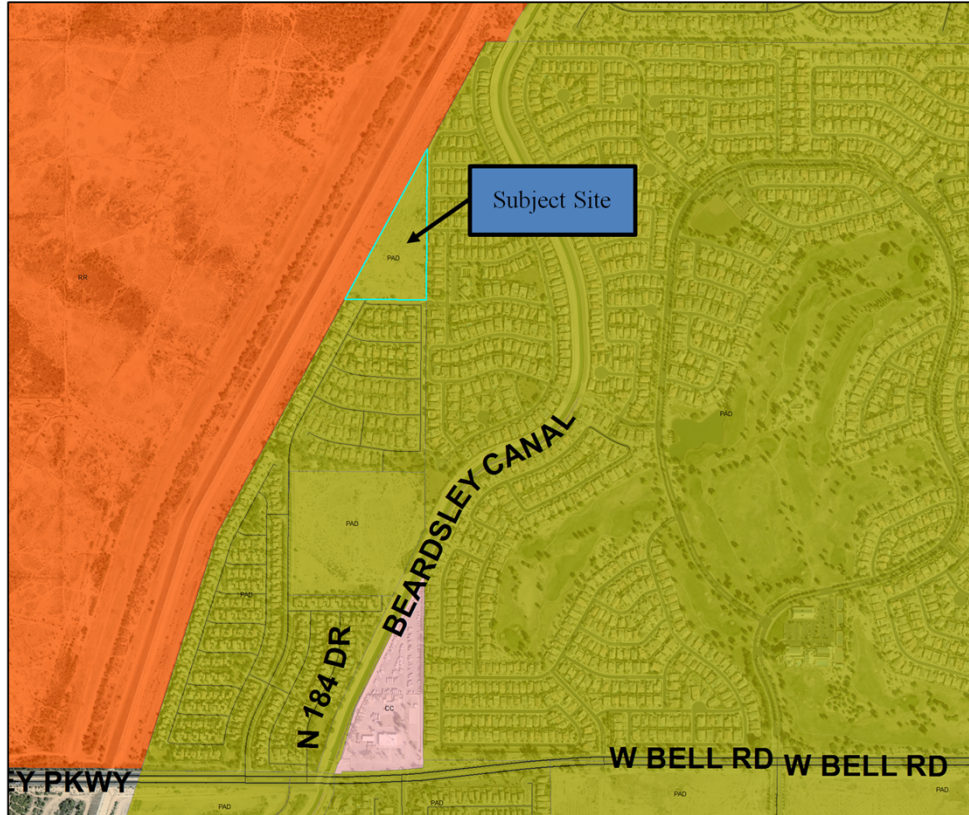
PROJECT DESCRIPTION:

The subject request involves a Final Plat for Bell Pointe II North. The City Council approved the original Final Plat for Bell Pointe II North on September 5, 2017. At the same time, the Council also approved an Alternative Assurance Agreement that would allow the City to withhold recording of the Final Plat until required infrastructure improvements were completed and accepted by the City. The original Alternative Assurance Agreement was set to expire on September 5, 2018; however, on September 4, 2018, the City Council approved a one-time extension of the Alternative Assurance Agreement, which expired on September 4, 2019.

Richmond American Homes of Arizona entered into a purchase agreement for Bell Pointe II South and submitted an amended Final Plat for that property, which was approved by the City Council on August 6, 2019. Richmond American Homes also posted Financial Assurances for Bell Pointe II South within the deadline imposed by the Alternative Assurance Agreement. Staff subsequently recorded the Final Plat for Bell Pointe II South.

While Bell Pointe II South was able to meet the timelines expressed in the Alternative Assurance Agreement, Bell Pointe II North did not, and the Alternative Assurance Agreement expired. Richmond American Homes filed the subject Final Plat for Bell Pointe II North, updated the civil improvement plans, and posted the necessary Financial Assurances.

The following map depicts the zoning of the subject site and its surrounds.



BACKGROUND:

September 11, 2003: The City Council approved the Final Plat for Bell Pointe I.

January 12, 2006: The City Council approved the PAD for Bell Pointe II under case PAD05-258.

January 18, 2017: Kerry Rose filed a request for a Minor PAD Amendment and Preliminary Plat under case FS17-041 for Bell Pointe North and South.

January 18, 2017: Kerry Rose filed a request for a Final Plat for Bell Pointe II North under case FS17-042.

January 18, 2017: Kerry Rose filed a request for a Final Plat for Bell Point II South under case FS17-043.

May 23, 2017: Staff approved the Minor Amendment to the Bell Pointe II North and South PAD for the purpose of revising lot configuration and lot yield under case FS17-041.

June 20, 2017: The City Council approved the Bell Pointe II Preliminary Plat under FS17-041.

September 5, 2017: The City Council approved an Alternative Assurance Agreement for Bell Pointe II North and Bell Pointe II South, with an expiration date of September 5, 2018.

September 5, 2017: The City Council approved Final Plats for Bell Pointe II North and Bell Pointe II South, subject to the terms of the aforementioned Alternative Assurance Agreement.

September 4, 2018: The City Council re-approved the Alternative Assurance Agreement for Bell Pointe II North and Bell Pointe II South, with an expiration date of September 4, 2019.

July 3, 2019: Richmond American Homes of Arizona, Inc. submitted an amended Final Plat and associated Improvement Plans for Bell Pointe II South, under case FS17-043.

August 6, 2019: The City Council approved the amended Final Plat for Bell Point II South under case FS17-043.

August 28, 2019: Richmond American Homes of Arizona, Inc. posted the necessary Financial Assurances for Bell Pointe II South.

September 19, 2019: Richmond American Homes of Arizona, Inc. filed a request for a Final Plat for Bell Point II North under case FS19-665, the subject case.

November 19, 2019: Staff recorded the Final Plat for Bell Point II South.

CITIZEN OUTREACH:

N/A

UTILITY AND SERVICES TABLE:

Electric:	Arizona Public Service
Water:	EPCOR
Wastewater:	City of Surprise
Refuse:	City of Surprise
Natural Gas:	Southwest Gas
Irrigation:	Maricopa Water District
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 supports residential development of up to 8 DU/Ac or more. The site is also located at the outer limits of the 0-6 DU/Ac ribbon of the Luke Air Force Base Auxiliary Field 1 Graduated Density Concept (GDC). At 4.94 DU/Ac., the proposed Final Plat is consistent with the GDC and the General Plan.

REVIEWING AGENCIES:

The original Final Plat was routed to the standard city reviewing agencies, who indicated no objections to the request. Luke Air Force Base, Maricopa Water District, and the Arizona Department of Transportation were included in the routing of the original Final Plat, who also indicated no objections. The subject Final Plat was routed to primary reviewing agencies, who indicated no objections to the request; however, the subject Final Plat was not routed to outside agencies.

SUMMARY:

The proposed subdivision is well designed and meets the requirements of the Bell Pointe II PAD as amended and the Surprise Municipal Code (SMC). The amenities included will provide small-scale recreational opportunities for the residents of the community. Once developed, the population base generated by the subdivision will contribute to the local school enrollment, while providing incentive for much needed retail services in the area.

FINDINGS:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Bell Pointe II PAD as amended.

- 145 • The proposed Final Plat is consistent with the Bell Pointe II Preliminary Plat.
146 • The reviewing agencies have indicated no objections to the request.
147

148 **ALTERNATIVE ACTIONS:**
149

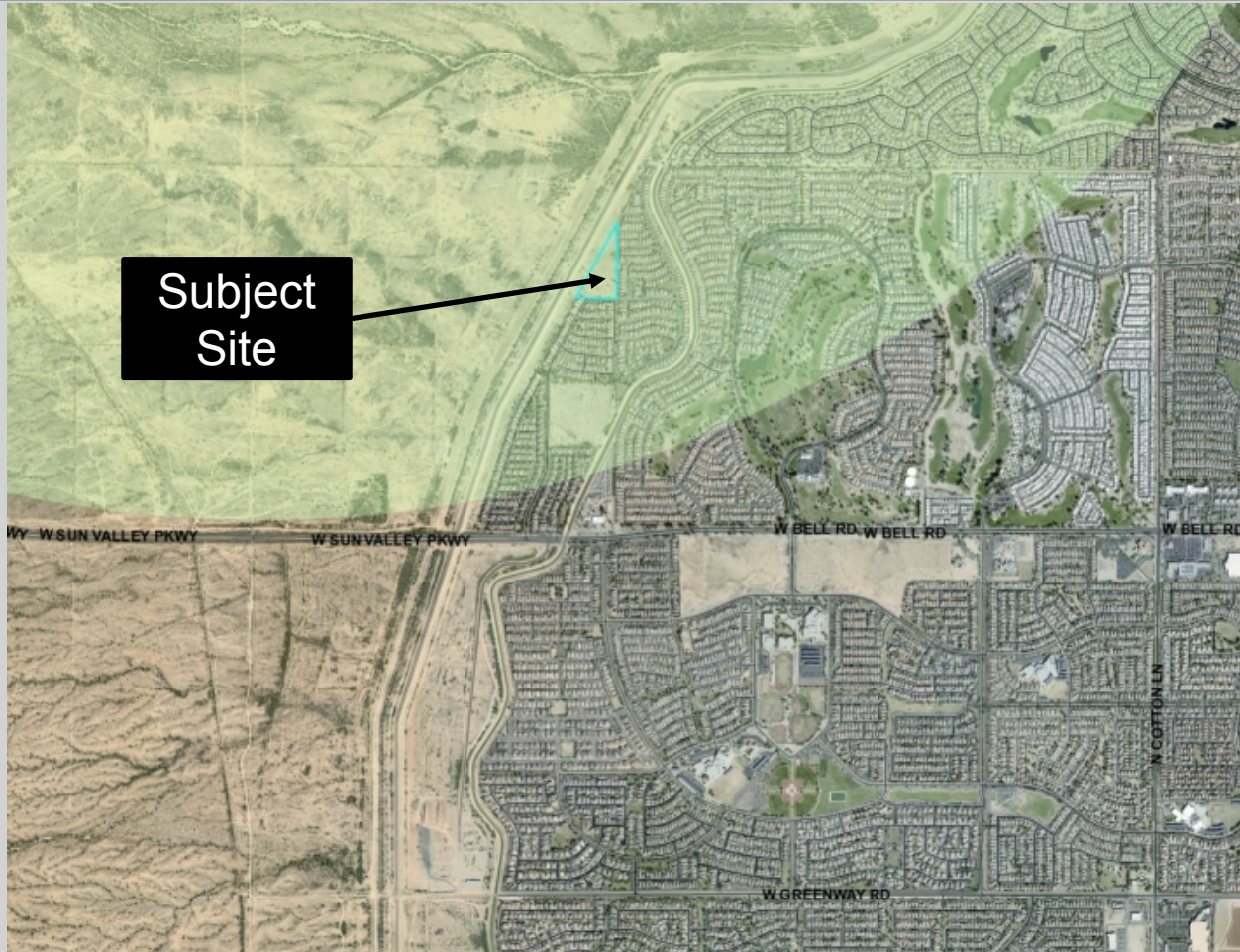
150 **Approval** of the requested Final Plat will allow the developer to legally subdivide the property.
151

152 **Denial** of the requested Final Plat will deny the applicant the opportunity to legally subdivide
153 the property as depicted on the proposed Final Plat.
154

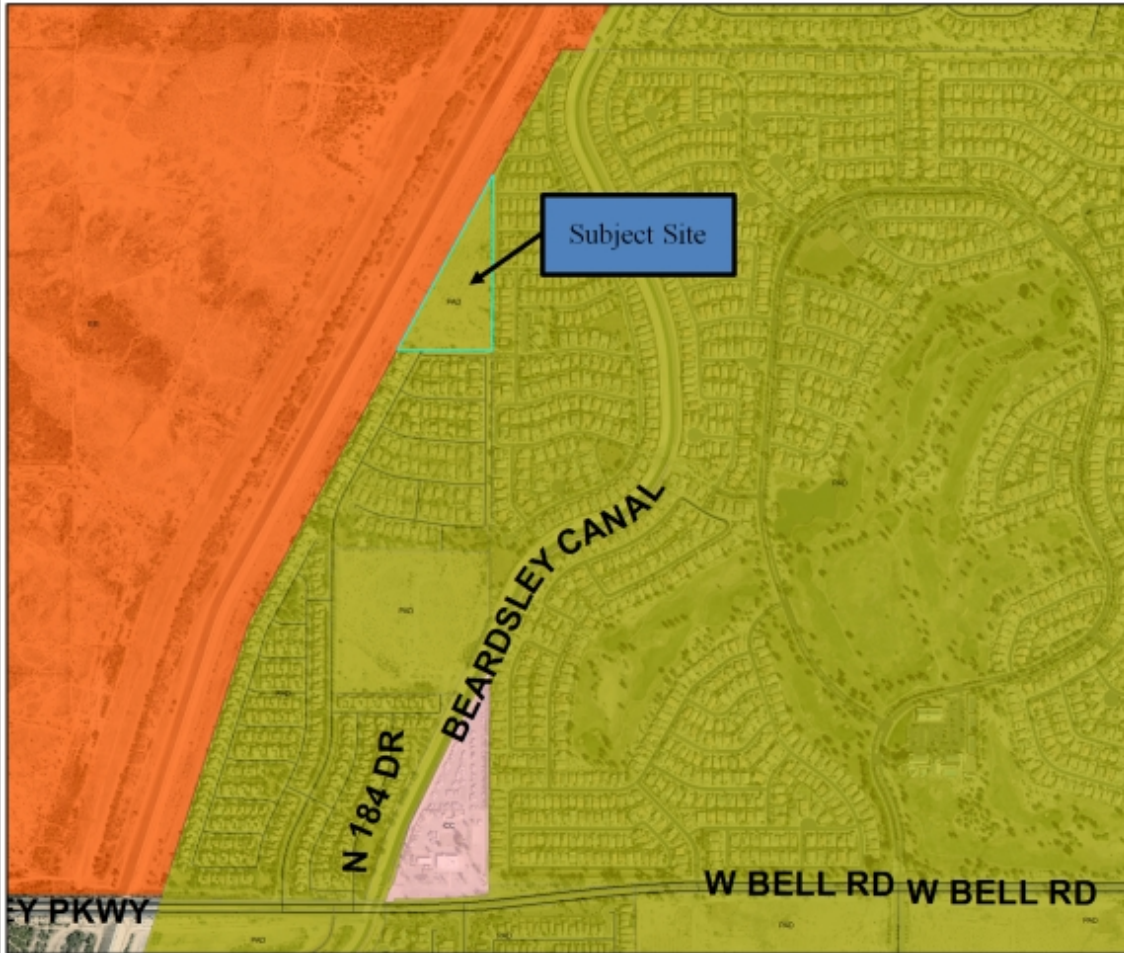
155 **Attachments:**
156

- 157 01 Bell Pointe II North Vicinity Map
158 02 Bell Pointe II North Case Map
159 03 Bell Pointe II North Final Plat

Bell Point II North Vicinity Map



Bell Point II North Case Map



FOR

"BELL POINTE II - NORTH AND TRACT LL OF THE BELL POINTE I PLAT"

A PORTION OF THE NORTHWEST QUARTER OF SECTION 34,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

THAT RICHMOND AMERICAN HOMES OF ARIZONA, INC., A DELAWARE CORPORATION ("OWNER"), HAS SUBDIVIDED UNDER THE NAME "BELL POINT II -- NORTH AND TRACT LL OF THE BELL POINT I PLAT" A SUBDIVISION LOCATED IN A PORTION OF THE NORTH-WEST QUARTER OF SECTION 34, TOWNSHIP 12N, RANGE 10E, COUNTY OF MARICOPA, STATE OF ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "BELL POINT II -- NORTH AND TRACT LL OF THE BELL POINT I PLAT" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THIS NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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.

GRANTOR SHALL NOT ERECT OR CONSTRUCT OR PERMIT TO BE ERECTED OR CONSTRUCTED ANY BUILDING, STRUCTURE OR SIMILAR IMPROVEMENT WITHIN THE LIMITS OF THE EASEMENT GRANTED HEREIN. GRANTOR SHALL NOT, NOR PERMIT, THE GRADE OVER GRANTEE'S FACILITIES TO BE SUBSTANTIALLY ALTERED WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF GRANTEE, AND GRANTOR AGREES THAT NO OTHER PIPES OR CONDUITS SHALL BE PLACED WITHIN THE PREMISES SUBJECT TO THE EASEMENT GRANTED HEREIN, EXCEPT PIPES CROSSING GRANTEE'S FACILITIES AT RIGHT ANGLES, IN WHICH CASE, A MINIMUM VERTICAL DISTANCE OF TWO (2) FEET (AS MEASURED FROM THE CLOSEST POINTS ON THE OUTSIDE EDGES) SHALL BE MAINTAINED BETWEEN GRANTEE'S FACILITIES AND ANY OTHER PIPES OR CONDUITS, UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE. ANY AND ALL SUCH OTHER PIPES CROSSING THE EASEMENT GRANTED HEREIN SHALL BE LAID BELOW GRANTEE'S FACILITIES. HOWEVER, GRANTOR SHALL HAVE THE RIGHT TO CONSTRUCT AND ERECT FENCES, TO INSTALL LANDSCAPING, PARKING FACILITIES AND DRIVEWAYS, AND TO ESTABLISH OTHER USES THAT ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER THAT WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

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

IN WITNESS WHEREOF, RICHMOND AMERICAN HOMES OF ARIZONA INC., A DELAWARE CORPORATION, AS OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 2019.

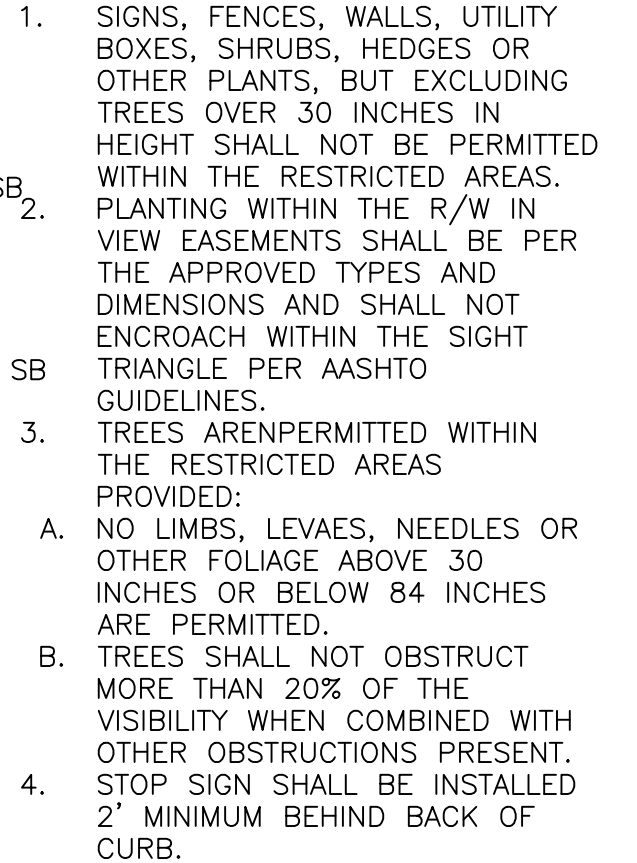
ITS: _____

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

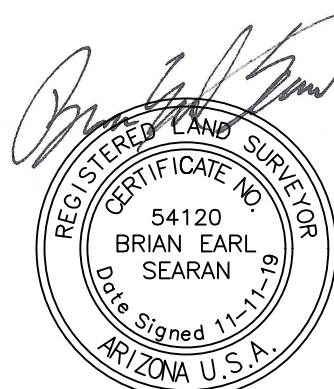
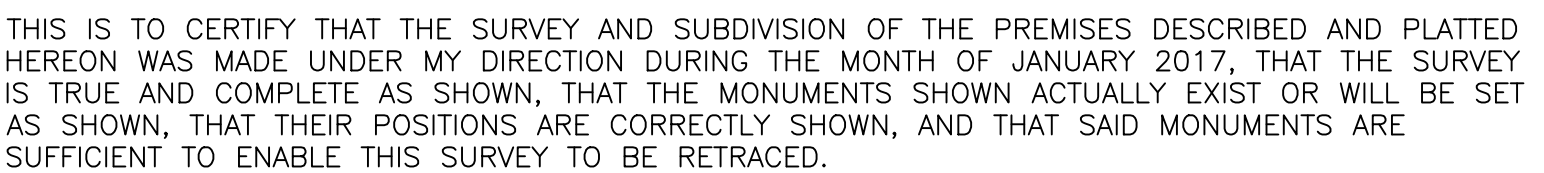
IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

1. NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER OR THROUGH THE EASEMENT.
2. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED ON, OVER OR PLACED WITHIN THE SEWER AND WATER EASEMENT EXCEPT WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING AND/OR PAVING NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF SURPRISE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION OF CITY UTILITIES.
3. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.
4. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
5. EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT PER LOT.
6. ALL EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.
7. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
8. 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.
9. 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.
10. THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE "X", BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1215L, 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.
11. 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.
12. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURBS AND SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.



TRACT	SQ. FT. ±	ACRES ±	USE
TRACT A	69721	1.601	LANDSCAPING, OPEN SPACE & DRAINAGE INCLUDING AN EMERGENCY ACCESS EASEMENT AS SHOWN
TRACT B	8527	0.196	LANDSCAPING & OPEN SPACE



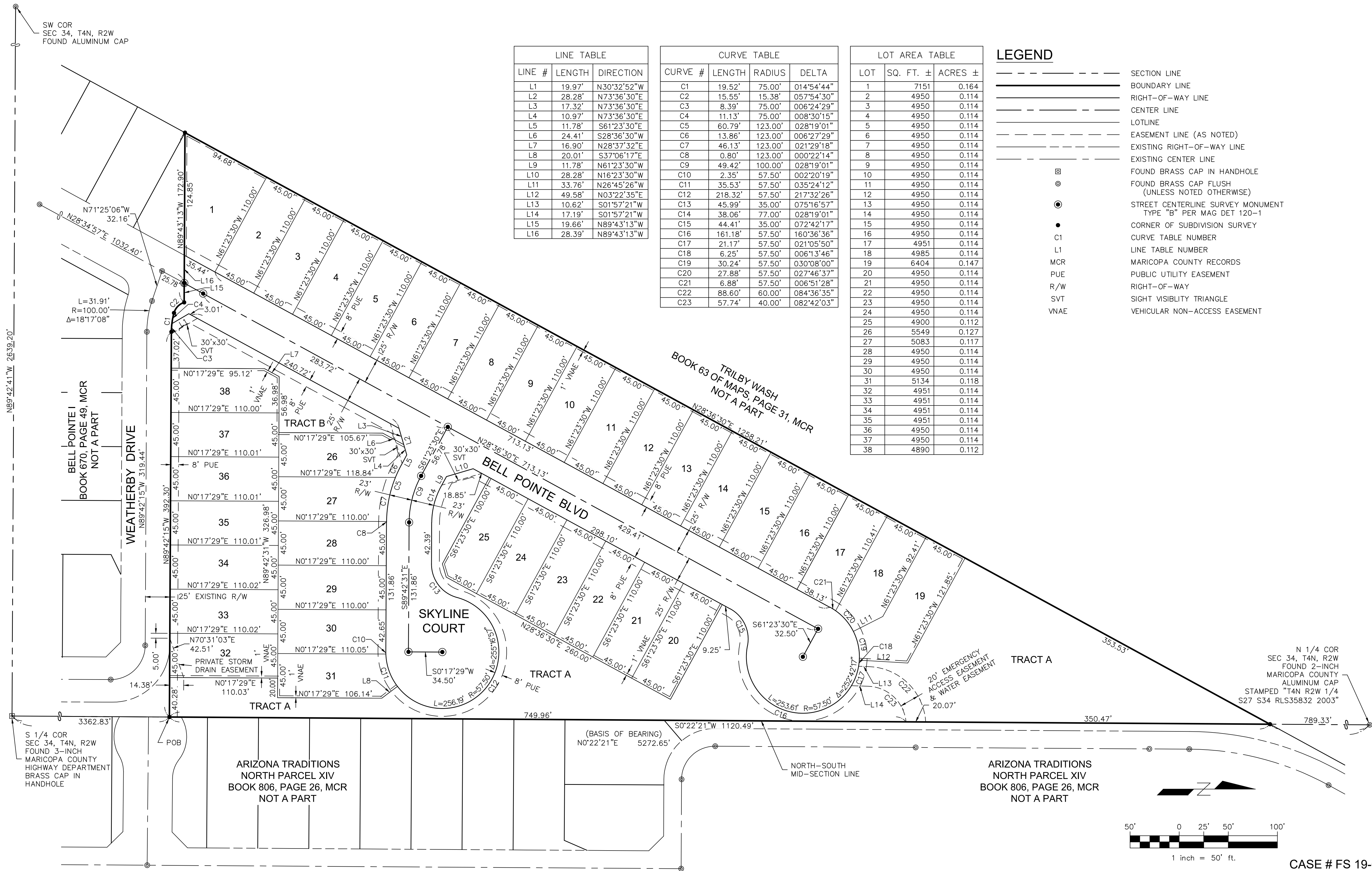
EXPIRES 12/31/21

PO Box 71957
Phoenix, AZ 85050

TEL: 602.486.1154
www.outerlimitslandsurveying.com

1
OF 2

FINAL PLAT
FOR
"BELL POINTE II - NORTH AND TRACT LL OF THE BELL POINTE I PLAT"



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	19.97'	N30°32'52"W
L2	28.28'	N73°36'30"E
L3	17.32'	N73°36'30"E
L4	10.97'	N73°36'30"E
L5	11.78'	S61°23'30"E
L6	24.41'	S28°36'30"W
L7	16.90'	N28°37'32"E
L8	20.01'	S37°06'17"E
L9	11.78'	N61°23'30"W
L10	28.28'	N16°23'30"W
L11	33.76'	N26°45'26"W
L12	49.58'	N03°22'35"E
L13	10.62'	S01°57'21"W
L14	17.19'	S01°57'21"W
L15	19.66'	N89°43'13"W
L16	28.39'	N89°43'13"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	19.52'	75.00'	014°54'44"
C2	15.55'	15.38'	057°54'30"
C3	8.39'	75.00'	006°24'29"
C4	11.13'	75.00'	008°30'15"
C5	60.79'	123.00'	028°19'01"
C6	13.86'	123.00'	006°27'29"
C7	46.13'	123.00'	021°29'18"
C8	0.80'	123.00'	000°22'14"
C9	49.42'	100.00'	028°19'01"
C10	2.35'	57.50'	002°20'19"
C11	35.53'	57.50'	035°24'12"
C12	218.32'	57.50'	217°32'26"
C13	45.99'	35.00'	075°16'57"
C14	38.06'	77.00'	028°19'01"
C15	44.41'	35.00'	072°42'17"
C16	161.18'	57.50'	160°36'36"
C17	21.17'	57.50'	021°05'50"
C18	6.25'	57.50'	006°13'46"
C19	30.24'	57.50'	030°08'00"
C20	27.88'	57.50'	027°46'37"
C21	6.88'	57.50'	006°51'28"
C22	88.60'	60.00'	084°36'35"
C23	57.74'	40.00'	082°42'03"

LOT AREA TABLE		
LOT	SQ. FT. ±	ACRES ±
1	7151	0.164
2	4950	0.114
3	4950	0.114
4	4950	0.114
5	4950	0.114
6	4950	0.114
7	4950	0.114
8	4950	0.114
9	4950	0.114
10	4950	0.114
11	4950	0.114
12	4950	0.114
13	4950	0.114
14	4950	0.114
15	4950	0.114
16	4950	0.114
17	4951	0.114
18	4985	0.114
19	6404	0.147
20	4950	0.114
21	4950	0.114
22	4950	0.114
23	4950	0.114
24	4950	0.114
25	4900	0.112
26	5549	0.127
27	5083	0.117
28	4950	0.114
29	4950	0.114
30	4950	0.114
31	5134	0.118
32	4951	0.114
33	4951	0.114
34	4951	0.114
35	4951	0.114
36	4950	0.114
37	4950	0.114
38	4890	0.112

LEGEND	
---	SECTION LINE
---	BOUNDARY LINE
---	RIGHT-OF-WAY LINE
---	CENTER LINE
---	LOTLINE
---	EASEMENT LINE (AS NOTED)
---	EXISTING RIGHT-OF-WAY LINE
---	EXISTING CENTER LINE
⊕	FOUND BRASS CAP IN HANDHOLE
⊙	FOUND BRASS CAP FLUSH (UNLESS NOTED OTHERWISE)
●	STREET CENTERLINE SURVEY MONUMENT TYPE "B" PER MAG DET 120-1
•	CORNER OF SUBDIVISION SURVEY
C1	CURVE TABLE NUMBER
L1	LINE TABLE NUMBER
MCR	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
SVT	SIGHT VISIBILITY TRIANGLE
VNAE	VEHICULAR NON-ACCESS EASEMENT



FINAL PLAT
FOR
"BELL POINTE II - NORTH AND TRACT LL OF THE BELL POINTE I PLAT"
A PORTION OF THE NORTHWEST QUARTER OF SECTION 34,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

**OUTER LIMITS
LAND SURVEYING**
PO Box 71957
Phoenix, AZ 85005
TEL: 602.486.1154
www.outerlimitslandsurveying.com

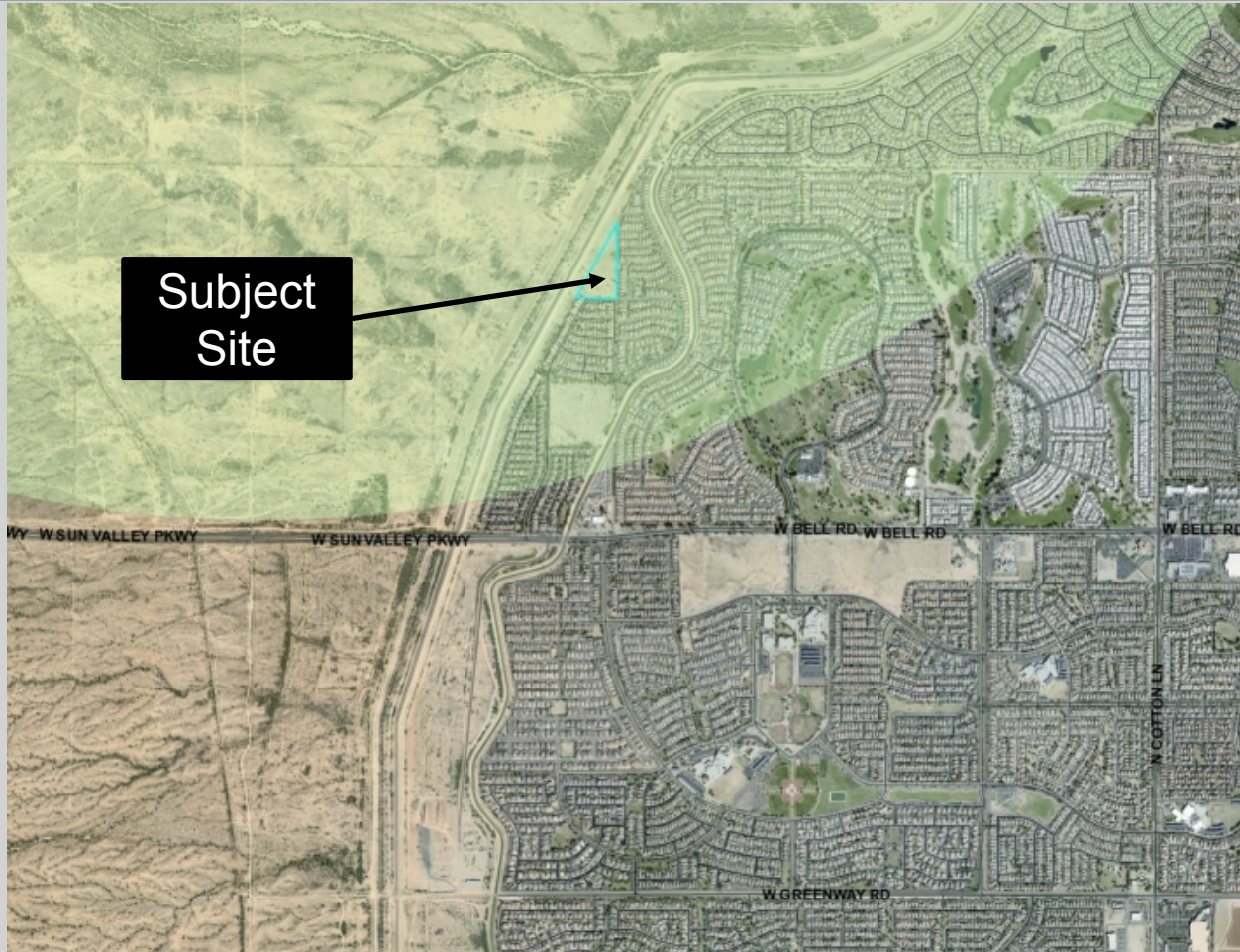
DATE: 11.11.19
DRN BY: BES
CHKD BY: BES
JOB NO. 16143
SHEET
2
OF 2



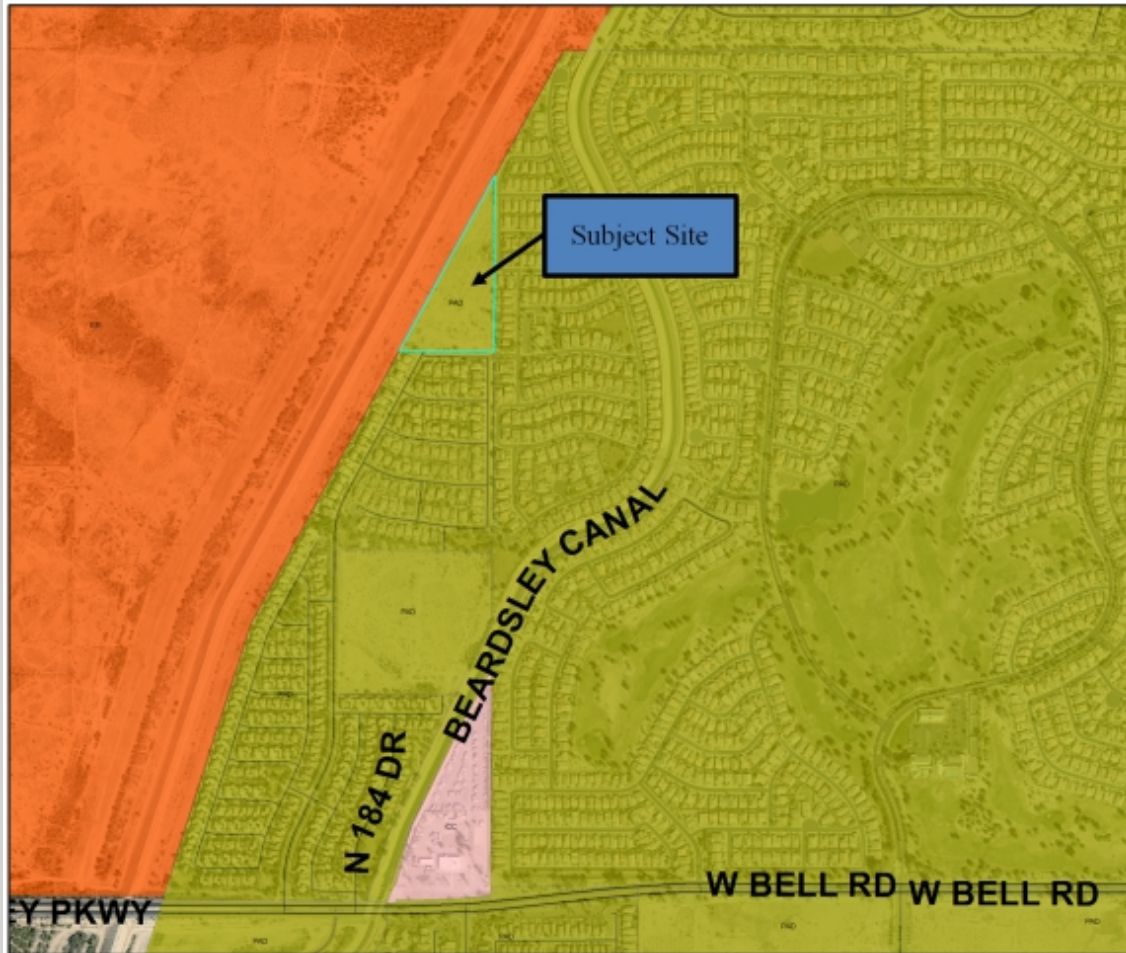
BELL POINTE II North FINAL PLAT

December 17, 2019 City Council

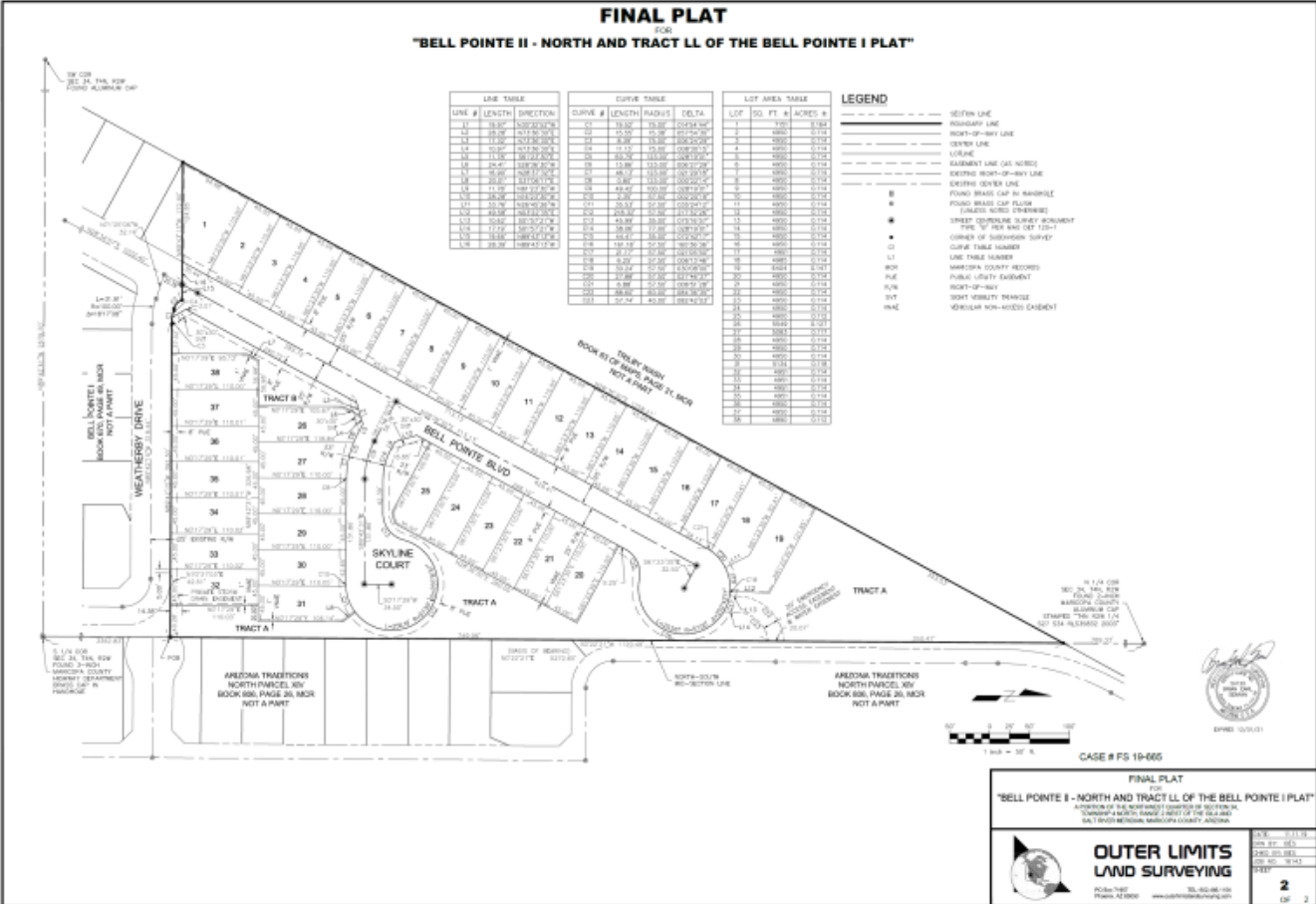
Bell Point II North Vicinity Map



Bell Point II North Case Map



Bell Point II North Final Plat





QUESTIONS OR COMMENTS?

Thank You

Date: December 2, 2019

To: Finance

From: Lari Beth Kirkendall, Real Property Manager

**Re: FS19-655 Final Plat Bell Pointe II – North and Tract LL of the Bell Pointe I
Plat Right of Way Valuation**

The Value of the Right of Way associated with the Bell Pointe II – North and Tract LL of the Bell Pointe I Final Plat FS19-655 is \$320,165.00.

The area being dedicated as right-of-way is 64,033 square feet. The value of the land is \$5.00/sq foot.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 17, 2019 Contact Person: Shirley Phan
Submitting Department: Community Development District: District 2
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, "Loop 303 and Bell Road" and dated October 24, 2019, a 5.91 acre property located generally north of Bell Road and west of Loop 303, in the Community Commercial (CC) zoning district.

Motion:

I move to approve the Final Plat entitled, "Loop 303 and Bell Road" dated October 24, 2019.

Background:

On May 6, 2003, the Mayor and City Council approved the Albertson's at Bell West Ranch Final Plat which subdivided a 10 acre (approx.) property into four (4) parcels under case FP02-290. On July 31, 2019, the applicant, Eric Gerster, on behalf of Scott Archer requested to subdivide a 5.91 acres (approx.) parcel into two (2) additional parcels; Lot 2C (5.43 acres) and Lot 2B (0.48 acre).

Objective Analysis:

This Final Plat will split the 5.91 acres (approx.) parcel into two (2) additional parcels; Lot 2C (5.43 acres) and Lot 2B (0.48 acre).

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item..

FTE Impact:

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

ATTACHMENTS:

1. 00-FS19-545-EOS Fitness-Final Plat Staff Report

2. 01-FS19-545- EOS Fitness- Vicinity Map
 3. 02- FS19-545- EOS Fitness- Case Map
 4. 03-FS19-545-EOS Fitness- Final Plat
 5. FS19-545-CC presentation 121719
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS19-545

Project Name: Loop 303 and Bell Road Final Plat

Council District: 2-Cottonwood

City Council Date: December 17, 2019

Planner: Shirley Phan

Owner: Scott Archer

Applicant: Eric Gerster, Sustainability Engineering Group

Request: Final Plat to subdivide a 5.91 acre (approx.) parcel into two (2) parcels in the Community Commercial (CC) zoning district.

Site Location: Generally, north of Bell Road and west of Loop 303

Site Size: 5.91 acres (approx.)

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

Support/Opposition: None known

Findings:

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

Alternative Actions: **Approval** of the requested Final Plat to subdivide a 5.91 acre parcel into 2 lots, will allow the owner the ability to add an additional parcel into the plaza.

Denial of the requested Final Plat to subdivide a 5.91 acre parcel into 2 lots, will deny the owner the ability to add an additional parcel into the plaza.

42
43 **Background:**
44

45 **May 22, 2003:** The Mayor and City Council approved the Albertson's at Bell West Ranch
46 Final Plat.
47

48 **May 1, 2019:** A Concept Review meeting was held for the current proposal under case
49 CR19-324.
50

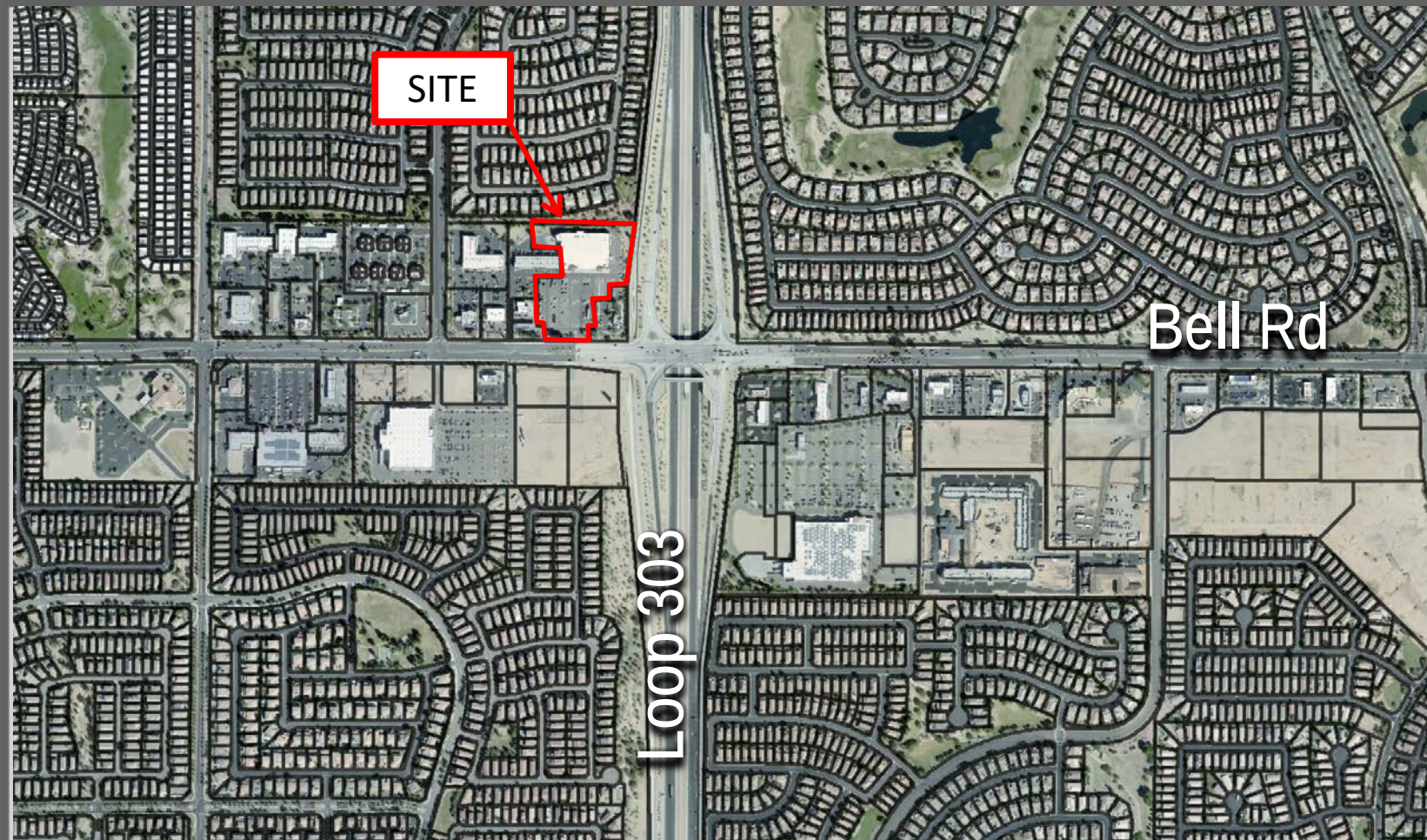
51 **July 31, 2019:** The applicant submitted application for a Final Plat for Loop 303 and Bell
52 Road Final Plat, under Case FS19-545, the subject case.
53

54 **PROJECT DESCRIPTION:**
55

56 On May 6, 2003, the Mayor and City Council approved the Albertson's at Bell West Ranch
57 Final Plat which consisted of subdividing a 10 acre (approx.) into four (4) parcels under
58 case FP02-290. On July 31, 2019, the applicant Eric Gerster on behalf of Scott Archer
59 requested to subdivide a 5.91 acre (approx.) parcel into two (2) additional parcels; Lot 2C
60 (5.43 acre) and Lot 2B (0.48 acre).
61

62
63 **Attachments:**
64

65 01 Vicinity Map
66 02 Case Map
67 03 Final Plat



Vicinity MAP



Case MAP

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT BELL 303 FITNESS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "LOOP 303 AND BELL ROAD" A REPLAT OF PARCEL 2 OF "ALBERTSON'S AT BELL WEST RANCH", RECORDED IN BOOK 642, PAGE 02, MARICOPA COUNTY RECORDS, LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "LOOP 303 AND BELL ROAD" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT AND EASEMENTS CONSTITUTING SAME, AND THAT THE LOT BE KNOWN BY THE NAME GIVEN ON THIS PLAT.

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

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

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

OWNER HEREBY GRANTS TO THE 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 MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY THE OWNER.

LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE THE 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 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 _____, 20__.

BELL 303 FITNESS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: BARCLAY HOLDINGS LXXV, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS SOLE MANAGER

BY: _____
NAME: SCOTT T. ARCHER
ITS: MANAGER

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS ____ DAY OF _____, 2019, BEFORE ME THE
UNDERSIGNED PERSONALLY APPEARED _____, WHO
ACKNOWLEDGED SELF TO BE THE _____ OF _____

AND ACKNOWLEDGED THAT BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____ EXPIRES _____

BASIS OF BEARING

THE BASIS OF BEARING AND ALL MONUMENTATION SHOWN HEREON IS BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, T4N, R2W, USING A BEARING OF SOUTH 89 DEGREES 24 MINUTES 48 SECONDS EAST, AS SHOWN ON THE FINAL PLAT OF "ALBERTSON'S AT BELL WEST RANCH", RECORDED IN BOOK 642, PAGE 02, MCR.

AREA TABLE

	SQUARE FEET	ACRES
PROPOSED LOT 2C	236,923	5.43
PROPOSED LOT 2B	20,697	0.48
TOTAL	257,620	5.91

EXISTING PARCEL 2 BOOK 642, PAGE 02, MCR	SQUARE FEET	ACRES
	257,620	5.91

FINAL PLAT
OF
"LOOP 303 AND BELL ROAD"

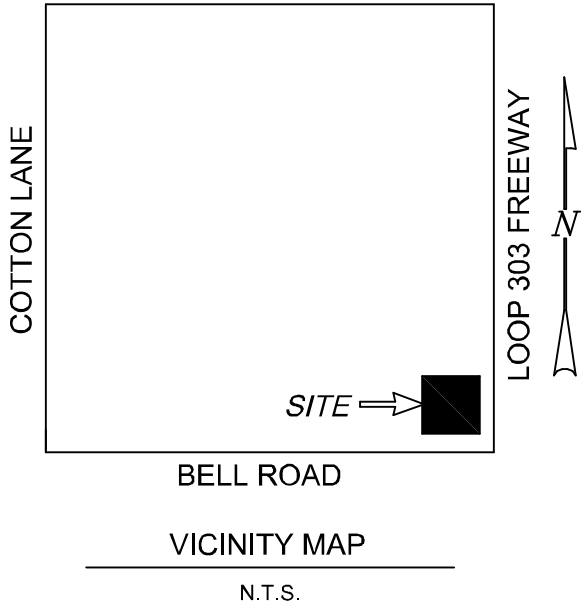
A REPLAT OF
PARCEL 2 OF "ALBERTSON'S AT BELL WEST RANCH"
BOOK 642, PAGE 02, MARICOPA COUNTY RECORDS,
LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 4 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA.

OWNER

BELL 303 FITNESS, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY
2930 EAST CAMELBACK ROAD, STE. 200
PHOENIX, AZ 85016
CONTACT: COLBY FINCHAM
EMAIL: CFINCHAM@BARCLAYGROUP.COM
PHONE: (480) 596-9399

SURVEYOR

AW LAND SURVEYING, LLC
PO BOX 2170
CHANDLER, AZ 85244
CONTACT: DANIEL D. ARMIJO
EMAIL: DARMJO@AWLANDSURVEY.COM
PHONE: (480) 244-7630



PARENT PARCEL DESCRIPTION

LOT 2 OF ALBERTSON'S AT BELL WEST RANCH, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 642 OF MAPS, PAGE 2. EXCEPT THE PORTION CONVEYED IN FINAL ORDER OF CONDEMNATION RECORDED ON NOVEMBER 17, 2010 AS INSTRUMENT NO 2010-1004823 OFFICIAL RECORDS OF MARICOPA COUNTY ARIZONA.

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

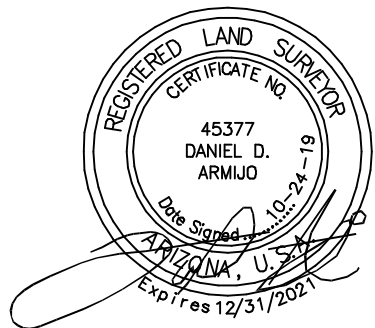
APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS ____ DAY OF _____, 2019.

MAYOR DATE

ATTEST: _____
CITY CLERK DATE

CERTIFICATION

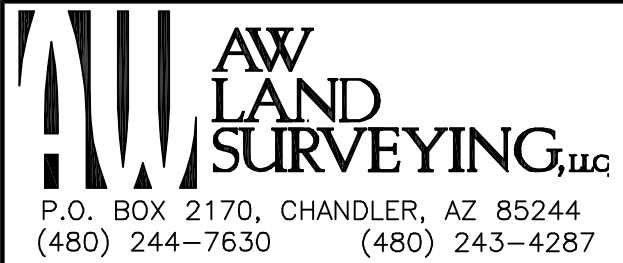
THIS IS TO CERTIFY THAT THE SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT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

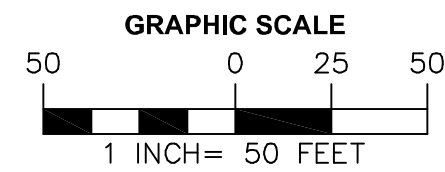


DANIEL D. ARMIJO
REGISTERED LAND SURVEYOR
AW LAND SURVEYING, LLC
P.O. BOX 2170
CHANDLER, AZ 85244
(480) 244-7630

DRAWN BY: DDA CHECKED BY: DDA DATE: 10/24/19 JOB NO.: 18-053 SHEET NO. 1 OF 2

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LOOP 303 (ESTRELLA FREEWAY)

LEGEND

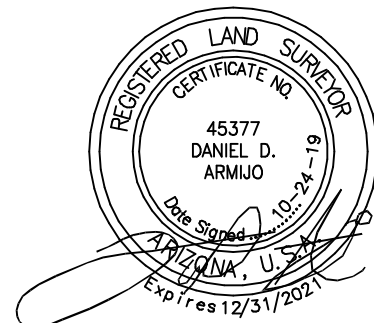
MCR MARICOPA COUNTY RECORDS
R/W RIGHT OF WAY
COS CITY OF SURPRISE
BCHH BRASS CAP IN HANDHOLE
MC MARICOPA COUNTY
AC ALUMINUM CAP
ADOT ARIZONA DEPARTMENT OF
TRANSPORTATION
CPS COTTON PICKER SPINDLE
WLE WATERLINE EASEMENT
DOC. DOCUMENT
NO. NUMBER

PROPERTY LINE
EASEMENT LINE AS NOTED
CENTER LINE

PROPERTY CORNER
SET 1/2" REBAR UNLESS
NOTED OTHERWISE

FOUND SURVEY MONUMENT
AS NOTED

LINE	BEARING	DISTANCE
L1	N 89°24'48" W	118.77'
L2	N 89°24'48" W	118.77'
L3	N 00°35'12" E	5.16'
L4	N 00°35'12" E	5.16'
L5	S 89°24'48" E	251.10'
L6	S 89°24'48" E	158.60'
L7	N 83°34'26" E	55.35'
L8	N 89°39'00" E	37.57'
L9	N 00°35'12" E	12.53'
L10	N 00°00'00" E	67.80'
L11	N 90°00'00" E	21.58'
L12	N 89°39'00" E	205.34'
L13	S 00°16'19" W	15.89'
L14	S 89°24'48" E	205.50'
L15	N 00°16'19" E	65.00'
L16	S 89°24'48" E	96.41'
L17	S 89°24'48" E	62.19'

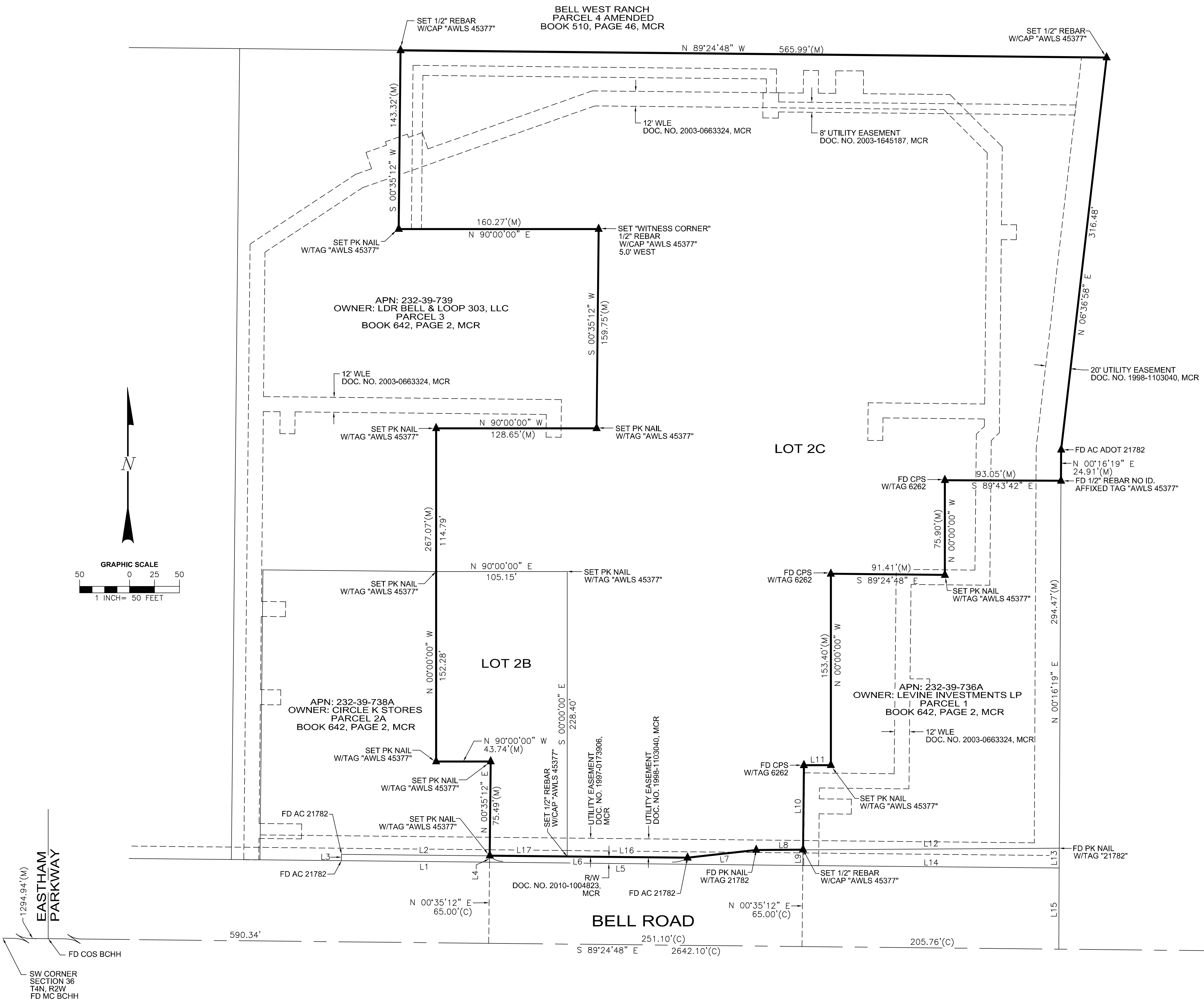


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(480) 244-7630 (480) 243-4287

DRAWN BY: DDA CHECKED BY: DDA DATE: 10/24/19 JOB NO.: 18-053 SHEET NO. 2 OF 2

S 1/4 CORNER
SECTION 36
T4N, R2W
(NOTHING FOUND;
NOTHING SET)
FD ADOT BC (REF)
N 71°48'06" W-256.80'(M)
FD ADOT BC (REF)
S 71°55'03" E-288.24'(M)





SURPRISE

ARIZONA

FS19-545

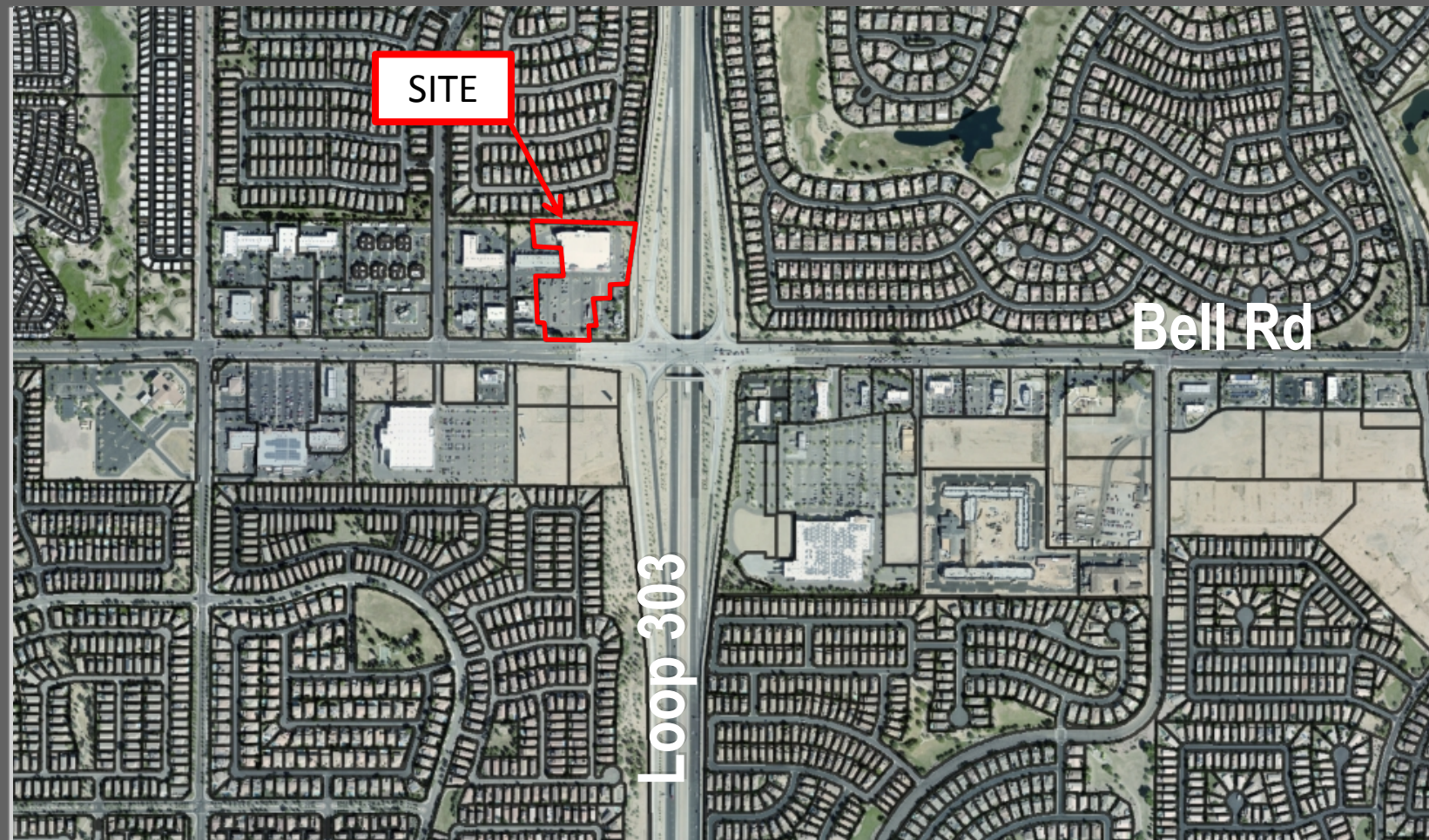
Loop 303 & Bell Road

Final Plat

“EOS Fitness”

City Council

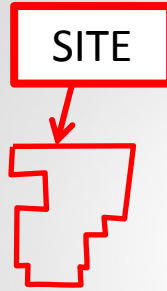
December 17, 2019



Vicinity MAP

Residential
Low Density
(RL-5)

Community
Commercial
(CC)



Sun City Grand
-PAD
Single Family
Residential

Bell Rd

Surprise Farms-PAD
Commercial

Surprise Farms-
PAD

Single Family
Residential

Loop 303

Residential
Ranch

Residential
High Density

Northwest Ranch-PAD
Single Family
Residential

Mountain
Vista Ranch-
PAD

Single Family
Residential

Case MAP



Final Plat



Final Plat



QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 17, 2019

Contact Person: Kendra Pettis, DIR -
SPORTS/TOURISM, Jeanine Jerkovic,
DIRECTOR - ECON DEV

Submitting Department: Sports and Tourism
Staff Recommendations: None

District: Citywide

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

Agenda Wording:

Presentation and discussion pertaining to Public-Private Partnerships.

Motion:

Discussion only.

Background:

Objective Analysis:

Present Council with information on Public-Private partnerships.

Policy Compliant:

Financial Impact:

None at this time; however, topics covered in this presentation could lead to future actions which may have a fiscal impact.

Budget Impact:

None at this time; however, topics covered in this presentation could lead to future actions which may have a budgetary impact.

FTE Impact:

There are no FTE impacts.

ATTACHMENTS:

1. P3 Presentation
-



Public-Private Partnerships

December 17, 2019



Public-Private Partnerships

- **Overview:**
 - **Definition & Applications**
 - **Best Practices & Examples**
 - **Practical Project Considerations**

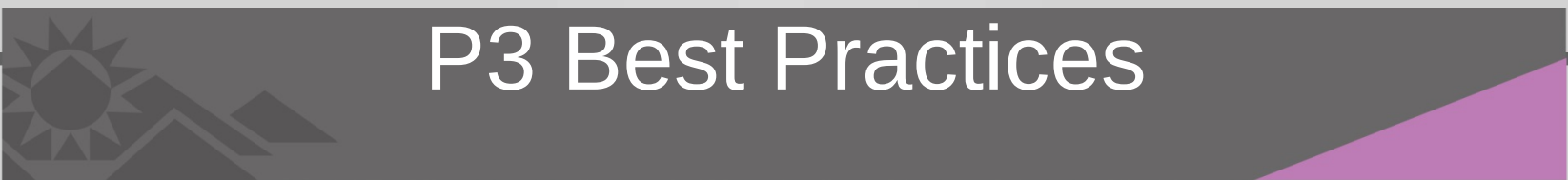
P3 Definition & Applications

- **Public-Private Partnership Definition:**

- Public-Private partnerships involve collaboration between a government agency and a private-sector company that can be used to:
 - Finance
 - Build
 - Operate Projects

- **Applications:**

- P3 utilization to advance City Goals & Initiatives
 - Facility/Project development opportunities
 - Cost savings (less capital, shared operating expenses)
 - New revenues (sales tax generation, program revenue, employment opportunities)
 - Brand recognition (partner with nationally known brands to enhance marketing reach)
- Economic Development
 - Downtown / City Center, Office/Education/Employment projects
 - Real Estate Reuse, Revitalization projects
- Tourism & Recreation Opportunities
 - Sports Tourism Facilities, Parks, Recreation Amenities, Entertainment Venues

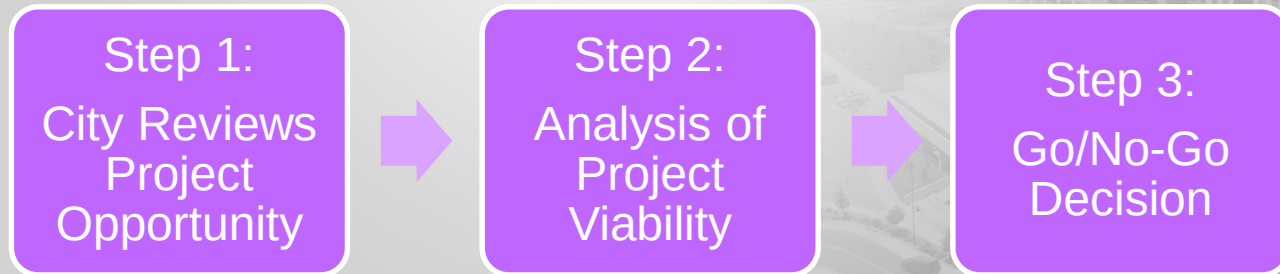


P3 Best Practices

- **What are the Common Municipal Funding Sources for Projects?**
 - Dedicated City Funding (i.e., General Fund revenue from taxes)
 - Targeted State Funding; funding implemented for economic development)
 - Federal Funding Support (i.e., EDA, CDBG, SBA, HUD, New Market Tax Credits, etc.)
 - Public-Private Partnerships: an offer of funding, tax credits, public land from the government while the private sector partner promises investment, job creation or another development expertise or service.
- **Find Synergies / Shared Goals with Private Industries**
- **Typical City Investments:**
 - Land
 - Capital
 - Operating

Practical Project Considerations

- **Legal considerations:** for example, Arizona “Gift Clause” Article 9, §7 of the Arizona Constitution
- **Market Analysis**
- **Financial Feasibility**
- **Physical Site/Design Analysis**
- If all else lines up, does it pass the “**Headline Test?**”



P3 Examples

City of Surprise Examples:

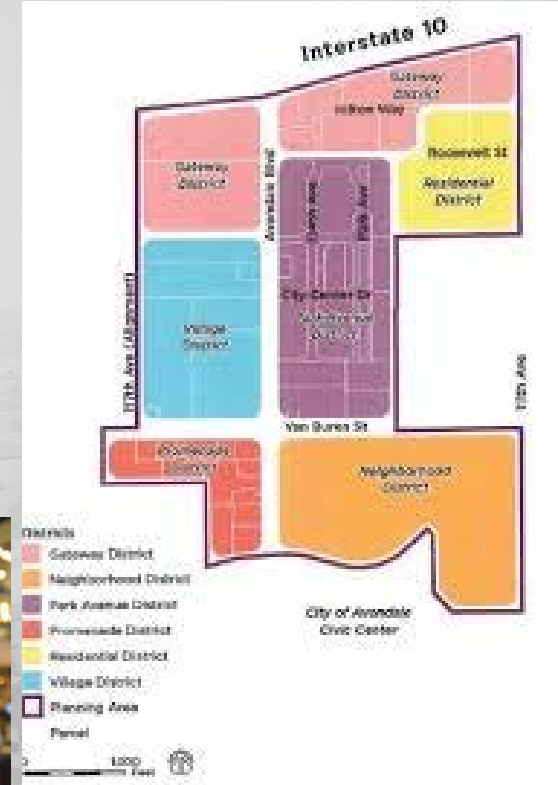
- Ottawa University
 - O'Dell Athletic Center, Competition Field, Meeting Space
 - 8,000 hours of use per year
- Rangers & Royals
 - Surprise Stadium and 12 practice fields
 - Shared Use: Spring Training, Recreation, Sports Tourism & Events
 - 200,000+ fans, Cactus League Economic Impact = \$644 Million



P3 Examples – Economic Development

Regional Economic Development Examples:

- Gilbert Downtown
- Goodyear Class A office / City Hall project with Globe
- The BLVD Avondale



P3 Examples – Sports Tourism

Rocky Top Sports World – Gatlinberg, TN

- 80 acres, 7 multi-use fields, 86,000 sq. ft. indoor facility
- Owners: Sevier County & City of Gatlinburg (Public)
- Operator: Sports Facilities Management (Private)
- Cost: \$20 Million
- Funding Mechanisms: Municipal Bonds, Dedicated Sales Tax
- Economic Impact: FY18 = \$45.7 Million
 - 190 events / 120,000 visitors

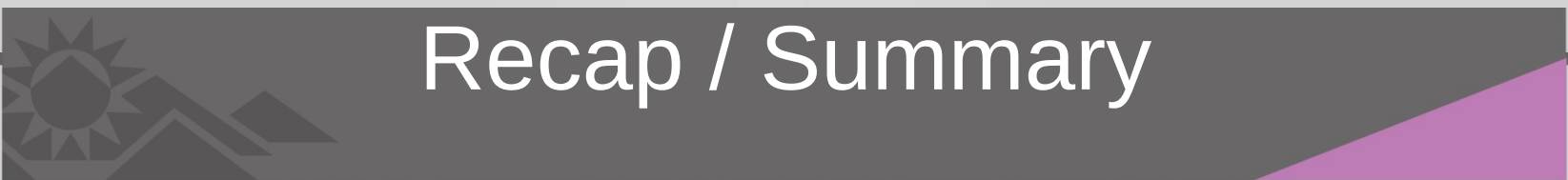


P3 Examples – Sports Tourism

Grand Park Sports Campus – Westfield, IN

- 400 acres, 26 diamonds, 31 soccer fields, 400,000 sq. ft. indoor facility,
- Owners: City of Westfield (Public)
- Operators/Partners: Bullpen Tournaments, Colts, Pacers (Private)
- Cost: \$85 Million
- Funding Mechanisms: TIF District, Bonds, Private Developer Loan
- Economic Impact: FY16 = \$244 Million
 - 2 Million annual visitors
 - \$700 Million private development spurred by Grand Park





Recap / Summary

- Each Project Must be Evaluated on its own Merit (Legal, Market, Financial Feasibility)
- A P3 is one financial tool of many to help drive project success
- Project Prioritization is a Two-Way Street:
 - Council Strategic Plan guides priorities
 - City Manager Goals assist departments in aligning projects to meet priorities



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 17, 2019
Submitting Department: Legal
Staff Recommendations: None

Contact Person:
District: Citywide

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

Agenda Wording:

Presentation and discussion pertaining to a possible amendment to Sec. 2-298 of the Surprise Municipal Code reducing the number of members of the Veterans, disability and human services commission through attrition.

Motion:

Discussion only.

Background:

On December 4, 2018, the City Council approved Ordinance # 2018-14 to amend the Surprise Municipal Code Chapter 2, Article VII, Section 2-298 to disestablish the Disability Advisory Commission and establish the Veterans, Disability and Human Services Commission (VDHS). The VDHS Commission is composed of 11 members.

At the November 19, 2019 Regular Council Meeting, Vice Mayor Winters requested a future work session item to discuss board and commissions composition, specifically the Veterans, Disability and Human Services Commission, which is unique in that it is the only city board or commission which has greater than seven members.

Objective Analysis:

Surprise Municipal Code Chapter 2, Article VII, Section 2-295 states that: "Each public body will consist of seven persons," except as otherwise stated in the Code or by resolution or ordinance creating the body. All City boards and commissions are composed of 5 or 7 members, except for the VDHS Commission. In order to better serve the public and align the VDHS Commission with other City boards and commissions, City staff brings forth discussion of amending Section 2-298 to change the composition of the VDHS Commission from 11 members to 7 members.

Policy Compliant:

City Council is empowered to set the membership number and composition of any city board or commission at any number it deems prudent.

Financial Impact:

N/A

Budget Impact:

N/A

FTE Impact:

N/A

ATTACHMENTS:

1. 19.12.04 Code Amendment
 2. 19.11.26 Code Amendment
-



Possible Amendment to SMC Sec. 2-298 Reducing Number of Members of the Veterans, Disability and Human Services Commission

Surprise City Council, Work Session, December 17, 2019

Background

- Vice Mayor Winter's request for staff to research reducing the number of members on the Veterans, Disability and Human Services Commission
- Seeking City Council direction on this item

Affected Areas

- Composition of the VDHS Commission
- 11 members

Current Text

- c) *Composition.* The veterans, disability and human service commission shall be composed of 11 members. The initial membership shall include the existing members of the disestablished disability advisory commission for the remainder of their respective terms. The four additional members and members appointed thereafter shall be limited to (i) service members, veterans, and relatives of either; (ii) individuals with disabilities and disability service organizations; and (iii) human service representatives and organizations. In making recommendations for appointment, the nomination committee will endeavor to achieve a balance of the above three categories. For purposes of this section, the following definitions shall apply:

Purpose

- Reflect composition of other City boards & commissions:
 - City Council, 7
 - Planning & Zoning/Board of Adjustment, 7
 - Parks and Recreation Advisory, 7
 - Board of Construction Review, 7
 - Audit Committee, 7
 - Arts and Cultural Advisory, 7
 - PSPRS Local Boards, 5

Purpose

- Transition from 11 to 7 would be gradual (through attrition)
- 11-member board was established to accommodate the then-existing DAC Commissioners when transitioning to the new commission



**QUESTIONS OR
COMMENTS?**

Thank You

(c) *Composition* . The veterans, disability and human service commission shall be composed of 11 members. The initial membership WAS COMPOSED OF 11 MEMBERS, shall include the existing members of the disestablished disability advisory commission for the remainder of their respective terms. UPON COMPLETION OF ANY MEMBER'S TERM, THAT MEMBERSHIP SHALL BE REMOVED FROM THE COMPOSITION OF THE COMMISSION UNTIL THERE ARE ONLY 7 MEMBERS REMAINING. The ~~four additional members and~~ members appointed thereafter shall be limited to (i) service members, veterans, and relatives of either; (ii) individuals with disabilities and disability service organizations; and (iii) human service representatives and organizations. In making recommendations for appointment, the nomination committee will endeavor to achieve a balance of the above three categories. For purposes of this section, the following definitions shall apply:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 17, 2019 Contact Person: Stephen Chang
Submitting Department: Community Development District: Citywide
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of the Shared Active Transportation Vehicle (SATV) Pilot Program Temporary Operating Agreement with Slidr, LLC.

Motion:

I move to approve the Shared Active Transportation Vehicle (SATV) Temporary Operating Agreement with Slidr, LLC.

Background:

On October 1, 2019 City Council approved an amendment to the Surprise Municipal Code by establishing a temporary pilot program for shared active transportation vehicles (SATV); Ordinance #2019-26. The Pilot Program began on November 1, 2019 and will last 180 days. Interested vendors must execute a 90-day Temporary Operating Agreement with the City of Surprise. The Agreement may then be extended for an additional term until the expiration of the Pilot Program. On November 22, 2019, Slidr, LLC signed the SATV Temporary Operating Agreement. Staff has determined that Slidr meets the requirements to participate in the Pilot Program, and Slidr has committed to deploying up to 50 SATVs pursuant to the subject Temporary Operating Agreement.

Objective Analysis:

The SATV Temporary Operating Agreement specifies various requirements including, deployment and parking requirements, data collection and reporting, application and enforcement fees, indemnification and insurance requirements, etc. The Agreement also includes a SATV Allowable Areas of Operations map.

Policy Compliant:

This is compliant with the City of Surprise Strategic Plan under Transportation – Goal 8: Develop and maintain a balanced transportation system for alternative modes of travel, including bicycling, walking, and electric cars. This is also compliant with City of Surprise General Plan 2035 Transportation Chapter Alternative Modes Element – Goal 1: Develop and promote safe bicycle and pedestrian systems, and provide connectivity throughout Surprise.

Financial Impact:

None at this time; however, topics covered in this presentation may lead to future actions which may have a fiscal impact.

Budget Impact:

None at this time; however, topics covered in this presentation may lead to future actions which may have a budget impact. Staff hours to administer the Pilot Program will be absorbed into the current budget.

FTE Impact:

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

ATTACHMENTS:

1. 12-17-2019 Council Meeting Report - SATV Operating Agreement
 2. Slidr - Temp Operating Agreement
 3. Exhibit A -- Ordinance 2019-26
 4. Exhibit B -- SATV Operating Area Boundary Map
 5. Exhibit C -- Form of Affidavit - Slidr
 6. 12-17-2019 SATV City Council WS Pres
-

Date: December 17, 2019
To: Mayor and City Council
From: Stephen Chang, Senior Transportation Planner
Chris Boyd, Interim Community Development Director
Re: Shared Active Transportation Vehicles Temporary Operating Agreement

Background

On October 1, 2019, City Council approved an amendment to Surprise Municipal Code by adding Chapter 54, Article III, Section 54-58, establishing a temporary pilot program for shared active transportation vehicles (SATV) with Ordinance #2019-26. The Pilot Program began on November 1, 2019 and will last 180 days, ending on April 28, 2020. Interested vendors who wish to participate in the SATV Pilot Program must execute a 90-day Temporary Operating Agreement with the City of Surprise. The Agreement may then be extended for an additional term until the expiration of the Pilot Program. On November 22, 2019, Slidr, LLC signed the SATV Temporary Operating Agreement.

Key Points in the SATV Temporary Operating Agreement

The SATV Temporary Operating Agreement specifies several requirements including, deployment and parking requirements, data collection and reporting, application and enforcement fees, indemnification and insurance requirements, etc. The Agreement also includes a SATV Allowable Areas of Operations map.

- A maximum of 100 SATVs are allowed among all operators.
- A single operator is limited to no more than 50 SATVs.
- The SATV operating area is generally bounded by Grand Avenue, Litchfield Road, Greenway Road, and Reems Road. This boundary includes some of the major commercial centers along Bell Road, Surprise City Center, and Surprise Stadium.
- Operator will collect all SATVs nightly by 10:00 PM and deploy them no earlier than 5:00 AM.

- SATV Riders must be at least 18 years of age.
- Only one rider per SATV at a time.
- E-scooters are limited to 12 mph, and e-bikes are limited to 20 mph.
- No more than 5 SATVs will be deployed at the same location.
- SATVs shall be deployed and parked in the upright position and not block sidewalks, fire hydrants, doorways, driveways, bike racks, accessible parking spaces, loading zone, etc.
- SATV rider must yield to pedestrians and other non-motorized users when operating on City sidewalks.
- SATV may be operated at nighttime if equipped with a white lamp on the front and a red lamp on the rear.

SATV Pilot Program Timeline

Staff will return to City Council near the conclusion of the Pilot Program with SATV operating data and seek City Council direction for a permanent ordinance. The timeline for the Pilot Program is shown below:



ATTACHMENTS:

1. PowerPoint Presentation

**SHARED ACTIVE TRANSPORTATION VEHICLE PILOT PROGRAM
TEMPORARY OPERATING AGREEMENT**

This Temporary Operating Agreement ("Agreement") is entered into this ____ day of December, 2019 (the "Effective Date"), by and between Slidr, LLC, a Florida limited liability company, located at 500 NE Spanish River Blvd., Boca Raton, FL 33431 ("Operator"), and the City of Surprise, an Arizona municipal corporation ("City"). Operator and City may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. The City of Surprise Mayor and City Council adopted Ordinance #2019-26 ("Ordinance") on October 1, 2019 to add Chapter 54, Article III, Section 54-58 (Temporary Shared Active Transportation Vehicle Pilot Program) to the City of Surprise Municipal Code, which Ordinance establishes a pilot program ("Pilot Program") to study the deployment, use, and operation of Shared Active Transportation Vehicles (each a "SATV"), such as Electric Bicycles and Stand-up Electric Scooters, within a defined area of the City of Surprise. A copy of the Ordinance is attached hereto as *Exhibit "A"*. In the event of any conflict between the provisions of this Agreement and the Ordinance, the provisions of the Ordinance shall prevail.

B. Pursuant to the Ordinance, a maximum of 100 SATVs may be deployed at any given time within the area of Surprise depicted on the attached *Exhibit "B"* (the "Allowable Area of Operations"), for a period of 180 days commencing on the effective date of the Ordinance or November 1, 2019.

C. Pursuant to the Ordinance, any person or entity desiring to participate in the Pilot Program must enter into a 90-day Temporary Operating Agreement before deploying any SATVs within Surprise and otherwise fully comply with the Ordinance and all other applicable Federal, State, Maricopa County, and Surprise laws and regulations.

D. Operator owns and operates a fleet of SATVs and desires to participate in the Pilot Program.

E. The City has determined that Operator is qualified to participate in the Pilot Program.

AGREEMENT

In consideration of the foregoing Recitals, which are incorporated by reference, the City and Operator hereby agree as follows:

I. SCOPE AND PURPOSE

This Agreement applies to any and all proposed deployment(s) by Operator of SATVs within the City's jurisdictional boundaries. The purpose of this Agreement is to establish rules and regulations governing the temporary use and operation of SATVs owned by Operator and deployed within the City under the Pilot Program and to ensure that the deployment and operation of the SATVs is consistent with the safety and well-being of pedestrians, bicyclists, motorists, and other users of the City's Rights-of-Way.

II. TERM

This Agreement, unless earlier terminated as provided for herein, shall commence on the Effective Date and shall expire ninety (90) days thereafter. This Agreement may be extended for an additional term for until expiration of the Ordinance upon written mutual agreement of the Parties. On or before the expiration of the Pilot Program, the City may adopt a permanent ordinance governing the operation of SATVs within the City of Surprise. In such event, Operator, if it desires to continue deploying SATVs in Surprise, would be required to comply with that ordinance, and this Agreement would be superseded by a new form of operating agreement to be made available at that time.

III. DEFINITIONS

City: City of Surprise.

Deployment: Placement of a SATV in an upright position by the Operator at a location within the City of Surprise.

Electric Bicycle: A two- or three-wheeled vehicle with fully operable pedals and an electric motor of no more than 750 watts (1 H.P.), the maximum speed of which on a paved level surface, when powered solely by such motor, is 20 MPH.

Fleet: All of the Operator's SATVs in operation within the City's corporate boundaries at any one time.

Nighttime: That period between sunset and sunrise.

Parking Surface: Concrete, asphalt bricks or pavers. A Parking Surface does not include a parking space utilized by motor vehicles or any area of a street between face of curb and face of curb unless otherwise designated.

Residential Street: A street with a lawful speed limit of 25 MPH or less.

Rider: Any person who operates or is in actual physical control of a SATV.

Rights-of-Way: Any area dedicated for public use as a public street, pedestrian way

or other thoroughfare, including but not limited a street, sidewalk, parkway, alley, public transportation path or easement.

Shared Active Transportation Vehicle ("SATV"): A commercially-rented, scooter, bike, or any other mobile vehicle, including but not limited to Stand-up Electric Scooters and Electric Bicycles, excluding motor vehicles as defined by A.R.S. § 28-101, with a self-contained locking mechanism that does not require locking to a bicycle rack, docking system or other structure.

Stand-up Electric Scooter: A device which weighs less than seventy-five pounds, has two or three wheels, has handlebars, has a floorboard on which person may stand while riding, is powered by an electric motor or human power, or both, has a maximum speed that does not exceed twenty miles per hour, with or without human propulsion.

Shared Active Transportation Vehicle ("SATV") System: One or more SATVs deployed within the corporate boundaries of the City of Surprise.

IV. DEPLOYMENT REQUIREMENTS

A. The Operator shall not deploy or place any SATV within the Allowable Area of Operations depicted on *Exhibit B* or make any SATV otherwise available for use by a Rider within Surprise until the City has approved the Operator's insurance coverage, as required by Section IX of this Agreement, and has issued a written Notice to Proceed.

B. Operator shall provide visible contact information, including a toll-free phone number and e-mail address, on each SATV for City employees and/or members of the public to make relocation requests or to report other issues with a SATV.

C. Operator shall submit to the City a map of the proposed deployment locations for City approval based on deployment criteria set forth in the Ordinance and this Agreement to include private property owners' authorization for any deployment areas on private property. Such map shall include no more property than is included within the approved Allowable Area of Operation depicted on *Exhibit B*. The Operator shall geo-fence all areas within the Allowable Area of Operation where use and operation of SATVs is prohibited, such as City parks.

D. Operator shall limit deployment of SATVs to no more than five (5) at any single location established by this Agreement and shall deploy no more than 50 SATVs during the term of this Agreement. All SATVs will be deployed in an upright position.

E. SATVs shall be parked in an upright position and in such a manner as to not block pedestrian traffic in any way and shall be kept clear of any and all fire hydrants, call boxes, or other emergency facilities, bus benches, utility poles, or utility boxes. SATVs shall

not be deployed within bus shelters, in front of, or next to bus seating and/or benches, and shall not, in any way impede or block accessible sidewalks designed for the elderly or individuals with disabilities. SATVs shall not be placed or parked in any manner that prevents or impedes bus operators from deploying a bus lift or ramp.

F. SATVs shall not be deployed or parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.

G. SATVs shall not be deployed or parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.

H. SATVs shall not be deployed or parked in or on:

- (1) Any area not specifically allowed by this Agreement;
- (2) Landscaping or greenbelts;
- (3) Any bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks and locations approved by City;
- (4) Private property without the consent of the private property owner;
- (5) Loading zones;
- (6) Disabled parking zones;
- (7) Curb ramps;
- (8) Entryways; or
- (9) Driveways.

I. Operator shall collect all SATVs every night, seven (7) days a week, before 10:00 pm and may deploy them no earlier than 5:00 am the next day.

J. On days where inclement weather (heavy rain and/or strong winds) is anticipated, Operator shall not deploy SATVs in the City.

K. Operator shall collect immediately any and all SATVs that are not deployed as required by this Agreement. City may collect and confiscate any SATV not deployed or parked according to the terms and conditions of this Agreement.

L. Operator may implement a marketing and targeted community outreach plan at its own cost. City may, at its own cost, promote the use of SATVs on the City of Surprise website and elsewhere.

M. Operator shall restrict the maximum speeds of SATVs to twenty (20) mph for Electric Bicycles and twelve (12) mph for Stand-up Electric Scooters by incorporating necessary technical and/or mechanical limitations to each type of SATV and by integrating the twenty (20) and twelve (12) mph speed restrictions into the onboard software or hardware.

N. Operator shall maintain its SATVs in a good working manner. In the event a safety or maintenance issue is reported for a specific SATV, the Operator will promptly remove it from service and not return it to service until the safety or maintenance issue has been corrected and the unit has passed a full safety and operations inspection. The City shall not have any obligation with regard to maintenance of the SATVs.

O. Operator shall respond to requests for rebalancing, reports of incorrectly parked SATVs, or reports of unsafe/inoperable SATVs by relocating, re-parking, or removing the SATVs, as appropriate, within two (2) hours of receiving notice. Should a SATV be incorrectly parked, unsafe/inoperable, or in another condition which poses a health and safety risk, the City may immediately confiscate the SATV prior to the expiration of the two-hour period.

P. In the event a SATV is not relocated, re-parked, or removed within the timeframe specified herein, or any SATV is parked in one location for more than 24 hours without moving, such SATV may be removed and stored by the City, and the City shall provide written notice of the removal and storage to Operator. The cost to transport and store these SATVs shall be at the sole expense of the Operator. In addition to any cost to transport and store the SATVs, the Operator shall pay the City a fee of \$25.00 for relocation of each SATV. In such instance, Operator shall retrieve the SATVs from the City within two (2) business days. If the Operator does not retrieve the SATVs within two (2) business days, the City may dispose of the SATVs at the Operator's expense. The Operator expressly waives any claim for damage to a SATV that may result from removal by the City under this Agreement.

Q. SATVs may only be operated as permitted by the Ordinance and this Agreement. The Operator shall provide notice to all Riders through a mobile or web application of the permitted use of a SATV within the City of Surprise, including:

- (1) Riders must yield to pedestrians and other non-motorized users of the City sidewalks;
- (2) Riders must be at least eighteen (18) years of age to operator a SATV;
- (3) Helmets are encouraged for all users;
- (4) SATVs are restricted to one Rider at a time;

- (5) Riders must abide by all traffic and safety laws when picking up, riding, and parking the SATV;
- (6) SATVs shall only be parked in an upright position in designated areas;
- (7) Riders may not ride or leave SATVs where prohibited by official signs or designations, or where the curb is painted red (fire) or yellow (restricted), or within the Right-of-Way, or within City-owned or maintained parking lots;
- (8) SATVs may not be operated in any City parking structure or within any City park, unless the park has pathways or trails so designated;
- (9) No SATV may be operated at Nighttime unless it is equipped with a lamp on the front that emits a white light visible from a distance of at least five hundred (500) feet to the front and a red lamp in the rear of a type that is visible from all distances from fifty (50) feet to three hundred (300) feet to the rear.
- (10) If a SATV is left in front of private property, it must be parked upright and parallel to the curb lane;
- (11) No person shall operate a SATV within the City while under the influence of an alcoholic beverage or any drug or under the combined influence of an alcoholic beverage or drug; and
- (12) Those users of a SATV who act irresponsible, illegally, or operate a SATV in violation of the Operator's User Rental Agreement, this Agreement, or applicable laws may be locked out of the Operator's mobile or web application and forbidden to use the Operator's SATVs.

R. The Operator shall create a detailed Communication and Education Plan ("Plan") to be approved by the City. The Plan shall state actions the Operator will undertake to educate SATV Riders regarding this Agreement, the Pilot Program Area, the City's existing rules and regulations, safe and courteous riding, proper parking, and other information required by the City consistent with public health and safety concerns.

S. The City may require the Operator to reduce its Fleet on a monthly basis in the event Operator's Fleet provides on average less than one Rider per SATV per day. The Operator shall share data with the City as provided in this Agreement to determine and demonstrate the utilization rate of the Fleet.

V. DATA COLLECTION AND REPORTING

A. Operator shall provide City with current baseline data of all information required by this Section for its Fleet from the first date of deployment in the City to within one (1) week thereafter.

B. Operator shall provide City with the SATV identification numbers for the entire Fleet and shall notify the City on a weekly basis with updated SATV identification numbers.

C. All Geographic Positioning System ("GPS") data shall come from the active GPS that is affixed to each SATV and will not be collected from Riders' mobile devices. The City is permitted to disseminate all data not prohibited from publication by law or otherwise legally exempt.

D. Operator shall provide the City with a report that includes the following anonymized data for each trip record to inform and support safe and effective management of the SATV Pilot Program, and for transportation planning efforts: Trip duration, trip distance, start date, start time, end date, end time, start location, end location, SATV identification number. This report will be provided monthly or at such other times as requested by the City, but no more often than three (3) times per month.

E. Operator shall provide the City with a report that includes the following device availability data for oversight of parking compliance and device distribution by minutes: GPS coordinates availability duration, availability start, and availability end. This report shall be provided monthly or at such other times as requested by the City, but no more often than twice per month.

F. Operator shall provide raw data to the City as required by the City in a format acceptable to the City.

G. Operator shall provide the City with a monthly report that includes, but is not limited to, the following data related to utilization of the SATVs:

- (1) Total number of rides for the previous month and total miles ridden;
- (2) Total number of SATVs in service for the previous month;
- (3) Total number of rides per SATV per day;
- (4) Rider beginning and end location of all SATVs;
- (5) Real time anonymized trip date – GPS, date/time, duration;
- (6) Number of SATVs removed from service;

- (7) Operator staffing levels;
- (8) Customer services cases, including all complaints registered;
- (9) Vandalism incidents;
- (10) Crash reports (to include injuries/fatalities); and
- (11) Aggregated reports on damaged or lost SATVs.

H. Operator shall certify in writing under oath the accuracy, validity, and completeness of all data and reports submitted to the City using the form of Affidavit attached hereto as "*Exhibit C*." An Affidavit shall accompany every submission of data and reports to the City.

I. Operator shall establish a privacy policy that safeguards Rider personal identifying information. In addition, the Operator shall provide an electronic system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).

VI. APPLICATION AND ENFORCEMENTS FEES

The Operator shall pay the City an enforcement fee of \$2.50 per month per SATV deployed in the City, and a \$25.00 relocation fee for each SATV collected and stored by the City.

VII. TERMINATION

The City may terminate this Agreement with 24 hours' written notice in its sole and absolute discretion. Upon expiration of this Agreement, or in the event the City terminates this Agreement, the Operator shall remove its entire Fleet of SATVs from the City within 48 hours. In the event the SATVs are not removed within 48 hours as specified in this Section, the City may collect the SATVs and take them to a City facility for storage. The Operator shall be responsible for the cost to transport and store the SATVs.

VIII. INDEMNIFICATION

A. The Operator shall defend, indemnify and hold harmless the City, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively "the Indemnified Parties"), from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney's fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of any and all legal liabilities associated with the use of the public Right-of-Way by Operator's SATVs, provided that Operator shall not be so obligated in the event that the claim or occurrence at issue arose out of the gross negligence or willful misconduct of the Indemnified Parties or any one of them.

B. The Operator also agrees to hold harmless the City and its officers and employees for any loss or damage to persons or property, arising out of or in any way related to the Operator's use of the public space, public Rights-of-Way, or public structures.

C. The Operator's contract with every Rider shall require such persons or entities to release the City and any of its agencies, officials, officers and employees to the same extent that Operator is required by this Section to defend, indemnify, and hold harmless City and any of its agencies, officials, officers and employees. Operator shall provide to City a copy of the Rider contract.

D. If Operator hires any architect, engineer, or service technician in connection with design, manufacture, repair, or maintenance of its SATVs, then Operator shall indemnify and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, efforts, or omissions of such employees, agents or others.

IX. INSURANCE

A. At all times during the term of this Agreement and any use of the public Rights-of-Way by the Operator pursuant to this Agreement, Operator shall maintain the insurance coverage set forth below:

- (1) Commercial General Liability Insurance coverage of One Million Dollars (\$1,000,000) per occurrence, with a \$2,000,000 general aggregate limit, with the City as an additional insured;
- (2) Workers' Compensation Insurance coverage for all employees involved in operations pertaining to this Agreement including Employer's Liability Insurance coverage of at least One Hundred Thousand Dollars (\$100,000) per occurrence. Operator agrees to comply at all times with the provisions of the Workers' Compensation laws of the State of Arizona;
- (3) Business Automobile Liability coverage for bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement of at least One Million Dollars (\$1,000,000) combined single limit; and
- (4) Insurance policies shall be written with responsible companies licensed by the State of Arizona acceptable to the City. At a minimum, insurance must be obtained from duly licensed or approved non-admitted insurers in the State of Arizona with an A.M. Best rating of A- or above with policies and forms satisfactory to the City. The City in no way warrants that the minimum-insurer rating is sufficient to protect Operator from

potential insurer insolvency.

B. Operator shall deliver to City, prior to the Effective Date of this Agreement, copies of the insurance policies required by this Section.

C. All policies of insurance required to be purchased and maintained by Operator will contain waiver provisions. All insurance policies required by this Agreement shall 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 any performance by Operator under this Agreement, any use of Operator's SATVs in the public rights-of-way, and/or any use of the public rights-of-way by Operator.

D. All policies required under this Agreement shall be endorsed to include the City of Surprise as an additional insured. Operator shall provide the City with Certificates of Insurance and the respective endorsements (including the City of Surprise being listed as an additional insured) prior to Operator using the right-of-way or any performance by Operator under this Agreement. Said Certificates of Insurance and endorsements shall also reference this Agreement (e.g. by an agreement number or some other means). The certificates of insurance will also contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

E. All of Operator's policies required by this Agreement shall be primary and non-contributory to any insurance held by the City.

F. If the coverage afforded is cancelled or changed or its renewal is refused, Operator shall give at least thirty (30) days prior written notice to City. In the event Operator fails to ensure that the required insurance is procured and maintained in effect, or that City or any subcontractor is named as an additional insured, City may order that the Agreement immediately stop and may pursue its remedies for breach of this Agreement as provided for herein and by law, including, but not limited to, immediate termination of this Agreement.

G. Operator's Certificates of Insurance and endorsements must include any and all of Operator's subcontractors as insureds under Operator's policies or Operator must furnish to the City separate certificates and endorsements for each subcontractor. All coverage for subcontractors is subject to the minimum insurance requirements identified in this Agreement.

H. Any modification or variation from the insurance requirements in this Agreement will be made by the City, whose decision is final. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve Operator from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the

performance of this Agreement.

X. ADVERTISING

A. Operator shall not advertise or publish the City of Surprise's participation in or endorsement of the Pilot Program in Operator's marketing or promotional materials without the City's prior written consent.

B. Company shall not utilize its SATVs for the sale or display of third-party advertising.

XI. NOTICES

All notices required by this Agreement shall be in writing and sent by regular U.S. mail, postage prepaid, or delivered by courier to the following:

CITY: City of Surprise
City Manager
16000 N. Civic Center Plaza
Surprise, AZ 85374

With a Copy to: City of Surprise
City Attorney's Office
16000 N. Civic Center Plaza
Surprise, AZ 85374
Email: Robert.wingo@surpriseaz.gov

Operator: Slidr, LLC
500 NE Spanish River Blvd.
Boca Raton, FL 33431
Attn: Jesse Purdon
Email: jesse@rideslidr.com

All notices are effective on the date mailed or upon receipt if delivered by a courier. Either of the Parties may provide the other party a change of address in writing which change shall be effective ten (10) days after delivery.

XII. CONTROLLING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Arizona. City and Operator: (1) shall submit to the jurisdiction of the state and federal courts located in Maricopa County, Arizona; (2) shall waive any and all objections to jurisdiction and venue; and (3) shall not raise forum non conveniens as an objection to the

location of any litigation.

XIII. COMPLIANCE WITH LAWS

Operator its employees, agents and contractors, including independent contractors, shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the maintenance and operation of the SATVs.

XIV. DEFAULT AND REMEDIES

If Operator should be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, and invoke any other legal or equitable remedy after giving Operator written notice and opportunity to correct such default or breach.

XV. NO ASSIGNMENT

Operator may not assign or transfer any part or all of their obligations or interests under this Agreement without City's prior written approval, which approval may be withheld by the City in its absolute discretion. Operator shall notify City, in writing, at least (30) days prior to any proposed assignment or transfer and shall provide with that notice, the proposed assignee's or transferee's written acceptance of the terms and conditions of this Agreement. Company shall not be released from its obligations under this Agreement unless and until such time as it is released, in writing, by the City.

XVI. CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511.

XVII. COMPLIANCE WITH TAX LAWS

Prior to deploying any SATVs, Operator shall obtain all necessary licenses, including a City of Surprise Business License, and shall be in compliance with the City of Surprise Municipal Tax Code. Operator shall, upon request, furnish to City proof that it is in compliance with the City of Surprise Municipal Tax Code and not delinquent on any payment or other obligation imposed by such ordinances.

XVIII. MISCELLANEOUS PROVISIONS

A. No consent or waiver, express or implied, by any Party to this Agreement or any breach or default by any other Party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any Party to complain of any act or failure to act or to declare the other Party to be in

default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights under this Agreement. The Parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the Parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

B. This Agreement shall not be amended or modified without the written consent of the Parties to this Agreement. This in no way prevents the City from terminating this Agreement as set forth herein.

C. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

D. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.

E. It is expressly understood that the Parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that neither Party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations, or undertaking of any kind or nature of the other in performance of this Agreement.

F. This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees, and successors in interest.

G. This Agreement may be executed in counterparts.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date set forth above.

“CITY”

CITY OF SURPRISE, ARIZONA,
An Arizona. municipal corporation

Skip Hall
Mayor

Date: _____

ATTEST:

Sherry Aguilar
City Clerk

APPROVED AS TO FORM:

Robert Wingo
City Attorney

"OPERATOR"

Slidr, LLC, a Florida limited liability
company

By 

Printed Name Michael Trombino

Its _____

Date: 11/22/19

ORDINANCE # 2019-26

A TEMPORARY ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE SURPRISE MUNICIPAL CODE, BY ADDING CHAPTER 54, ARTICLE III, SECTION 54-58, TEMPORARY SHARED ACTIVE TRANSPORTATION VEHICLE (SATV) PILOT PROGRAM; INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND TEMPORARILY SUPERSEDING CONFLICTING ORDINANCES.

WHEREAS, Arizona law expressly provides municipalities with exclusive control over their respective streets, sidewalks, and rights-of-way;

WHEREAS, the City of Surprise exercises this authority to protect its rights-of-way by regulating all commercial activities and enterprises therein;

WHEREAS, Arizona law also expressly grants municipalities the authority to regulate or prohibit, among other vehicles, Electric bicycles and Stand-up electric scooters within its corporate boundaries;

WHEREAS, in August 2019, Shared Active Transportation Vehicles ("SATV") appeared in the City's public rights-of-way and on public property;

WHEREAS, the rapid introduction and implementation of a Shared Active Transportation Vehicle System, when unregulated, may create serious public health and safety concerns for pedestrians, bicyclists, drivers, and users of SATVs;

WHEREAS, SATVs are also considered a nuisance, when they are improperly parked or abandoned on City streets, sidewalks or other public rights-of-way;

WHEREAS, a properly implemented SATV system may contribute to the City both as a short-distance transportation option and an activity that stimulates the economy;

WHEREAS, without immediate regulatory action to manage the use and operation of SATVs, the safety and well-being of users of City rights-of-way will be at risk and serious accidents may occur;

WHEREAS, it would be in the best interest of the City of Surprise and the general public to study the use and operation of SATVs to determine how best to regulate this proposed new transportation system in the City of Surprise;

WHEREAS, a one hundred and eighty (180) day Pilot Program for a SATV System (the "Pilot Program") will be utilized to study and understand the proper use and safe Deployment of SATVs on the City streets and rights-of-way; and

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

Section 1. Chapter 54, Article III, of the Surprise Municipal Code is amended by adding Section 54-58 pertaining to Temporary Shared Active Transportation Vehicle System Pilot Program to read as follows:

Sec. 54-58. Purpose and Intent; Temporary Shared Active Transportation Vehicle Pilot Program.

(a) Introduction.

The State of Arizona has granted municipalities express authority to regulate or prohibit the operation of Electric bicycles and Stand-up electric Scooters. It is the purpose and intent of this Section to provide for regulation to protect the safety of pedestrians, bicyclists, and users of Shared Active Transportation Vehicles. It is in the public interest to regulate the use of Shared active transportation vehicles within public rights-of-way, including but not limited to, public sidewalks.

The purpose of this Pilot Program is to permit and govern a temporary program to test the deployment and use of a Shared Active Transportation Vehicle System within the City of Surprise.

This Pilot Program will allow the City of Surprise to learn and gain knowledge about Shared Active Transportation Vehicle Systems and the unique issues created by their implementation in the City of Surprise, to ensure that such mobility-sharing systems are consistent with the City's policies, objectives and the City's general plan goals; and account for the safety and well-being of bicyclists, pedestrians, business owners, and all other users of the public property and rights-of-way within the City.

The Pilot Program will allow the City to explore a new multi-modal transportation option and assess whether this new option is beneficial or detrimental to achieving the City's goals.

(b) Definitions.

- (1) *City*: City of Surprise.
- (2) *Deployment*: Placement of an SATV by the Operator at a location within the City of Surprise.
- (3) *Electric bicycle*: A two- or three-wheeled vehicle with fully operable

pedals and an electric motor of no more than 750 watts (1 H.P.), the maximum speed of which on a paved level surface, when powered solely by such motor, is 20 MPH.

- (4) *Fleet*: All of the Operator's SATVs in operation within the City's corporate boundaries at any one time.
- (5) *Nighttime*: That period between sunset and sunrise.
- (6) *Operator*: The entity participating in the Pilot Program by entering into the Temporary Operating Agreement with the City, and owning the Shared active transportation vehicles, its agents and contractors (including independent contractors) and every person, agent, or entity retained or employed by the entity to maintain the entity's Shared active transportation vehicles.
- (7) *Parking surface*: Concrete, asphalt bricks or pavers. A parking surface does not include a parking space utilized by motor vehicles or any area of a street between face of curb and face of curb unless otherwise designated.
- (8) *Residential street*: A street with a lawful speed limit of 25 MPH or less.
- (9) *Rider*: Any person who operates or is in actual physical control of a SATV.
- (10) *Rights-of-way*: Any area dedicated for public use as a public street, pedestrian way or other thoroughfare, including but not limited a street, sidewalk, parkway, alley, public transportation path or easement.
- (11) *Shared Active Transportation Vehicle ("SATV")*: A commercially-rented, scooter, bike, or any other mobile vehicle, including but not limited to Stand-up Electric Scooters and Electric Bicycles, excluding motor vehicles as defined by A.R.S. § 28-101, with a self-contained locking mechanism that does not require locking to a bicycle rack, docking system or other structure.
- (12) *Stand-up electric scooter*: A device which weighs less than seventy-five pounds, has two or three wheels, has handlebars, has a floorboard on which person may stand while riding, is powered by an electric motor or human power, or both, has a maximum speed that does not exceed twenty miles per hour, with or without human propulsion.

- (13) *Shared Active Transportation Vehicle ("SATV") System:* One or more SATV deployed within the corporate boundaries of the City of Surprise.
- (14) *Temporary operating agreement:* An agreement entered into between the City of Surprise and an Operator setting forth additional terms and conditions of implementing a temporary SATV system within the City's public rights-of-way, which shall include, but not be limited to, insurance, indemnity, costs, and any other terms and conditions the City deems necessary to protect its rights-of-way and ensure safe implementation of SATV Systems.

(c) Term.

The Term of the Pilot Program, shall commence on the Effective Date of this Ordinance and shall expire one hundred eighty (180) days thereafter. Notwithstanding the foregoing, the Pilot Program shall be terminated upon creation and adoption of a City ordinance governing the operation of SATV Systems.

After the one hundred eighty (180) day Pilot Program, the City may, in its sole and absolute discretion, establish an ordinance governing the operation of SATV Systems. This Pilot Program does not obligate the City, in any way, to allow use of SATV Systems within the City boundaries. If the City adopts a permanent operating ordinance for SATV systems, any Operator that is a participant in the Pilot Program shall be required to comply with the adopted ordinance.

(d) Scope.

This Pilot Program applies to any and all proposed Deployment(s) of SATV Systems within the City's jurisdictional boundaries. Any Operator wishing to deploy SATVs in the City must participate in the Pilot Program and shall sign a Temporary operating agreement that will allow the Operator to participate in the Pilot Program for a period of ninety (90) days. If an Operator has not entered into a Temporary operating agreement, the Operator shall not be permitted to deploy SATVs within the City's rights-of-way or on public property. Deployment of any SATV on City owned property or in the City's rights-of-way without a Temporary operating agreement shall constitute a trespass.

The City reserves the right to terminate the Temporary operating agreement at any time and require the Operator to remove its entire Fleet from within the City's boundaries. If the City exercises its right to terminate a Temporary operating agreement the Operator will have 48 hours, after written notification from the City, to remove its entire Fleet from the City.

(e) Minimum Pilot Program Eligibility Requirements:

- (1) SATV that integrate on-board technology allowing a Rider to check out a vehicle remotely from public rights-of-way will be required to be registered as part of this Pilot Program.
- (2) Electric bicycles and Stand-up electric scooters that have been technically or mechanically restricted by the Operator to not exceed a speed of twenty (20) MPH or twelve (12) MPH, respectively.
- (3) SATVs equipped with an on-board GPS device capable of providing real-time location data so that the Operator knows where each SATV of their Fleet is located at all times.
- (4) Stand-up electric scooters that comply with A.R.S. § 28-819 (F) by having a unique identification that consists of letters or numbers, or both, that is visible from a distance of at least five (5) feet.
- (5) This Pilot Program applies to operations within the City's public rights-of-way.
- (6) The City will offer one form of Temporary operating agreement for all Operators of SATVs as part of the Pilot Program.
- (7) Operators will be allowed to participate for the first ninety (90) days of the Pilot Program per the terms of this Ordinance and Temporary operating agreement. This ninety days may be renewed in the sole discretion of the City.
- (8) There shall be a total Deployment cap of one hundred (100) SATVs within the City at any given time during the Pilot Program period.
- (9) Any SATV that is deployed on private property or property not owned by the City but within the corporate limits of the City will still count towards an Operator's total fleet number and total Deployment cap under the Pilot Program.
- (10) Upon the expiration or termination of the Temporary operating agreement, the Operator shall immediately immobilize their Fleet and remove the Fleet from the City's rights-of-way and public property within 48 hours.
- (11) Operators will provide the City with complete and accurate data as may be required by the Temporary operating agreement.

(f) Deployment.

- (1) Permissible geographic Deployment areas shall be identified with specificity in the Temporary operating agreement. Likewise, the Temporary operating agreement will require geo-fencing of prohibited area such as City parks.
- (2) Deployment of SATVs shall be strictly prohibited within the interior of any City park, in front of single-family residential properties, streets, alleys, medians, landscaping or greenbelts, public parking lots, on private property without consent of the property owner, loading zones, disabled parking zones, curb ramps, entryways and driveways.
- (3) SATVs shall be deployed upright, facing the same direction, in groupings of five. Groups shall be separated by at least 300 feet and only on Parking surfaces. If there is a bicycle rack or other area specifically designated for bicycle parking, SATVs may be deployed adjacent to these areas. Deployment of all SATVs shall be consistent with the American Disabilities Act, and other federal, state and local laws.
- (4) No other Deployment areas are permissible in the City during this Pilot Program except those set forth in this Ordinance and Temporary operating agreement.
- (5) SATVs shall not be deployed in such a manner as to block pedestrian traffic in any way, and shall be kept clear of any and all fire hydrants, call boxes, or other emergency facilities, bus benches, or utility poles or boxes. SATVs shall not be deployed in a manner which will impede or block sidewalks.
- (6) SATVs shall not be deployed in any manner that impedes or denies individuals with disabilities passage or access on any pathway, or to any building or structure, in compliance with the Americans with Disabilities Act. A clear width of 48 inches on a walking surface on any sidewalk or pedestrian path must be accessible at all times.
- (7) SATVs shall not be deployed in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any private or public building.
- (8) SATVs shall not be deployed in such a manner as to impede or interfere with the reasonable use of any bicycle rack or other

facilities or lawful commercial transactions within the City's rights-of-way.

- (9) Operators are required to pick up their respective Fleets every night, seven (7) days a week by 10 pm and shall not deploy to areas designated by this Ordinance earlier than 5 am.
 - (10) Operators are required to pick up immediately any and all SATVs deployed, parked, or abandoned, contrary to the terms and conditions of the Pilot Program. The City has the right and authority to pick up and impound any SATVs not deployed or parked according to the terms and conditions of the Pilot Program.
 - (11) Operators shall respond to reports of unlawfully deployed, parked, or abandoned SATVs, or reports of unsafe/inoperable SATVs by relocating, re-deploying, or removing the SATVs, as appropriate, within two (2) hours of receiving notice. Should a SATV be incorrectly deployed, parked or abandoned, unsafe/inoperable or in another condition which poses a health and safety risk or violates federal, state, or local law, the City may immediately impound the SATV prior to the expiration of the two hour period.
 - (12) Operators shall retrieve any SATVs impounded by the City within two (2) business days. If Operator does not retrieve any SATVs within two (2) business days, the City may dispose of any SATVs at Operator's expense.
 - (13) Operators shall only deploy SATVs that are technically or mechanically restricted by the Operator to have a maximum speed of 20 MPH for Electric bicycles and 12 MPH for Stand-up electric scooters.
 - (14) Operators shall have a customer service phone number for Users and the public to report safety concerns, mechanical problems, complaints, SATV removal requests or ask questions. The customer service phone number shall be displayed prominently on the exterior of each SATV.
 - (15) Operators shall implement a SATV operation and parking education plan to educate Riders on the operation and parking laws established by this Ordinance.
- (g) Rider Operation of SATVs.
- (1) A person operating an Electric bicycle or Stand-up electric scooter is granted all of the rights of and is subject to all of the duties

applicable to a bicycle rider under applicable state and local law.

- (2) A person may operate a bicycle or SATV, excluding Class 3 Electric bicycles as defined by A.R.S. § 28-101, upon a sidewalk where no bike lane is available and where the speed limit on the roadway is greater than 25 mph.
- (3) A person may operate a Stand-up electric scooter upon a sidewalk where the speed limit on the roadway is greater than 35 mph, whether or not a bicycle lane is available.
- (4) When accompanied by a parent or guardian, or with the consent of a parent or guardian, minors may operate a bicycle on a sidewalk at all times unless otherwise posted.
- (5) Whenever any person is permitted to operate a bicycle or SATV upon a sidewalk, such person shall yield the right of way to any pedestrian and shall slow to five (5) MPH and give an audible signal before overtaking and passing such pedestrian.
- (6) Whenever any person is permitted to operate a bicycle or SATV upon a sidewalk, such person shall travel at a rate of speed which is reasonable and prudent under the conditions at the point of operation, taking into account the amount and character of pedestrian traffic, grade and width of path, condition of surface, and any other relevant conditions. In any event, the Rider shall control speed as may be necessary to avoid colliding with other users of the sidewalk and not exceed 12 MPH regardless of the conditions.
- (7) No person shall ride or operate a bicycle or SATV in any direction except as permitted by vehicular traffic on the same side of the roadway where the sidewalk or bicycle lane exists; provided, that bicycles and SATVs may proceed either way where signs or pavement markings on the sidewalk or bicycle lane designate two-way traffic. Additionally, where no bike lane or sidewalk is available and the roadway speed limit is greater than 25 mph, a bicycle or SATV, excluding Class 3 Electric bicycles as defined by A.R.S. § 28-101, may proceed either way on the closest sidewalk when reasonably safe to do so.
- (8) A person operating a bicycle or SATV in bicycle lanes or in traffic lanes, shall comply with state traffic requirements, speed restrictions, official traffic control signals, signs and other traffic direction devices applicable to vehicles, unless otherwise directed by a peace officer.

- (9) Whenever any person is permitted to operate a bicycle or SATV upon a sidewalk and is about to enter or cross a roadway or driveway, that person shall yield the right of way to all traffic on such roadway or driveway.
- (10) No person may ride an Electric bicycle on sidewalks while the helper motor is engaged.
- (11) A person riding a bicycle or SATV on a roadway at less than the normal speed of traffic, at the time and place and under the then existing conditions, shall ride as close as practicable to the right-hand curb or edge of the roadway, except under the following conditions and when the movement can be made safely:
 - A. If overtaking and passing another bicycle or SATV proceeding in the same direction;
 - B. In preparing for a left turn at an intersection or into a private roadway or driveway;
 - C. If reasonably necessary to avoid hazardous conditions ahead in the roadway; or
 - D. If the lane in which the person is operating the bicycle or SATV is too narrow to travel safely side by side with another vehicle, bicycle or SATV.
- (12) No person shall operate a bicycle or SATV in any City parking structure or within any City park, unless the park has pathways or trails so designated.
- (13) No person shall operate a bicycle or SATV while carrying any package, bundle or article which prevents the operator from keeping both hands upon the steering mechanism at all times.
- (14) No person may operate a bicycle or SATV at Nighttime unless the bicycle or SATV is equipped with a lamp on the front that emits a white light visible from a distance of at least five hundred (500) feet to the front and a red lamp in the rear of a type that is visible from all distances from fifty (50) feet to three hundred (300) feet to the rear. An Operator shall immobilize at Nighttime any SATV not equipped with the fully operational equipment required by this Ordinance.
- (15) Whenever any person is permitted to operate a bicycle or SATV upon a sidewalk, that person must dismount and walk their bicycle or SATV across public streets as a pedestrian.

- (16) A Rider must be at least eighteen (18) years of age to ride or operate SATVs.
- (17) SATVs are restricted to one Rider at a time.
- (18) A Rider shall abide by all existing traffic and safety laws when picking up, riding, parking, or abandoning an SATV.
- (19) A Rider may not ride or leave an SATV where prohibited by official signs or designations, or where the curb is painted red (fire) or yellow (restricted) within the rights-of-way or in City owned or maintained parking lots.
- (20) It is unlawful for any Rider to operate a SATV within the City while under the influence of an alcoholic beverage or any drug or under the combined influence of an alcoholic beverage or drug.

(h) Rider Parking of SATVs

- (1) No person shall park or abandon a bicycle or SATV in any of the following places:
 - A) Where prohibited by official signs or where the curb is painted red;
 - B) On a sidewalk, except in such a manner that does not block or impede pedestrian traffic;
 - C) On the roadway, alley, designated bicycle lane, or public parking lot;
 - D) Within a designated disabled parking zone and all adjoining clear zones;
 - E) Within any portion of a sidewalk, roadway, path, or building entrance or exit that provides access to disabled persons pursuant to the Americans with Disabilities Act;
 - F) Within medians, landscaping, or greenbelts;
 - G) Within thirty feet of public art displays;
 - H) On private property without permission of the property owner. A private property owner of any non-residential property open to the public is presumed to have given permission unless such parking is otherwise restricted by federal, state, or local law or the property owner expressly indicates, either orally or by signage that parking is restricted.

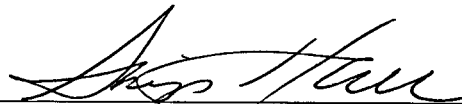
Section 2. Notwithstanding any provision in the City Code to the contrary, the requirements, conditions, and authorized activities of this Ordinance shall supersede the City Code for the duration of the Pilot Program. This is a temporary Ordinance which shall automatically, by operation of law, expire and have no further legal force or effect one hundred eighty (180) days from its effective date. Upon expiration or termination as

provided for herein, all superseded ordinances, whether codified or not, shall automatically be reinstated.

Section 3. 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.

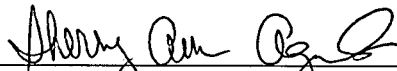
Section 4. Pursuant to Surprise Municipal Code Sec. 2-64, this Ordinance shall become effective thirty (30) days after adoption.

PASSED AND ADOPTED this 1st day of October, 2019.



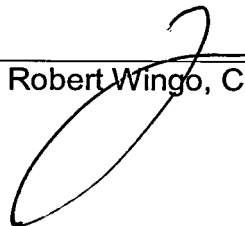
Skip Hall, Mayor

Attest:



Sherry Aguilar, City Clerk

Approved as to form:



Robert Wingo, City Attorney

SL

Shared Active Transportation Vehicles

City Council Regular Session, October 1, 2019
Community Development Department

iew of Ordinance

- Program Elements and Vendor Restrictions
- Rider Restrictions

Time Period

The term of the Pilot Program will be for 180 days to allow sufficient time to evaluate various aspects of the program. See subsection (c).

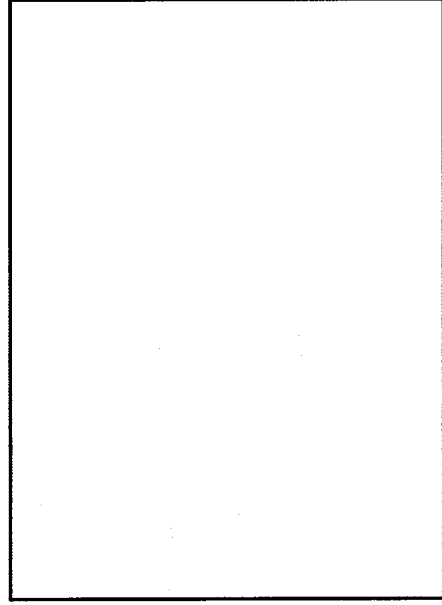
graphical Scope

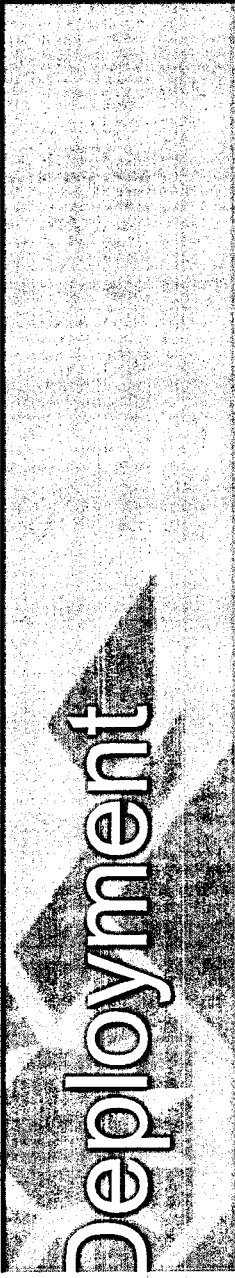
To be determined:

Commercial area around City
Hall to Grand Avenue
Commercial area at Waddell
and Litchfield

Vendor Restrictions

- On-board technology with remote check out and real time GPS technology;
- Speeds limited to 20 mph for bicycles and 12 mph for scooters
- Cap of 100 vehicles total for all vendors



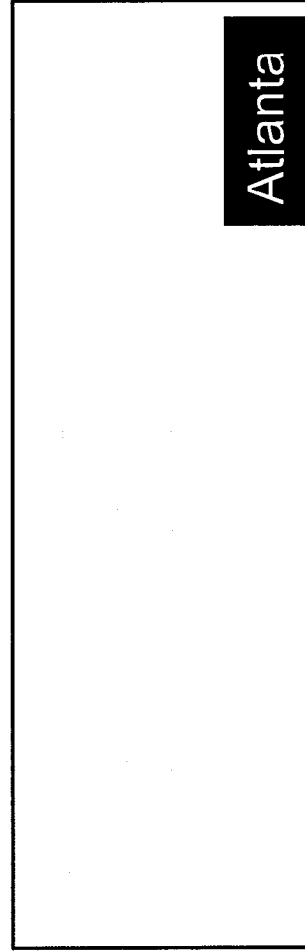


Deployment

- Prohibited in parks, in front of residences, blocking sidewalk, fire hydrants, parking spaces, etc.
- Deployed upright, in groups of 3, spacing in-between
- Cannot block access to bike racks or commercial establishments

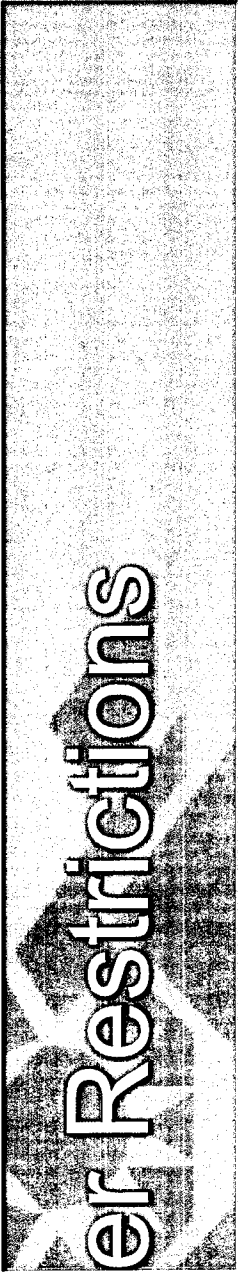


- Required to be programmed to:
 - Encourage end of ride placement at vendor's locations
 - Notify vendor when they are taken outside of the permissible geographical scope



Vendor Response

- Respond within two hours when notified about incorrectly parked or operating SATV
- If no response, City can remove and impound
- Vendor must pick up impounded SATV within 2 business days or risk forfeiture

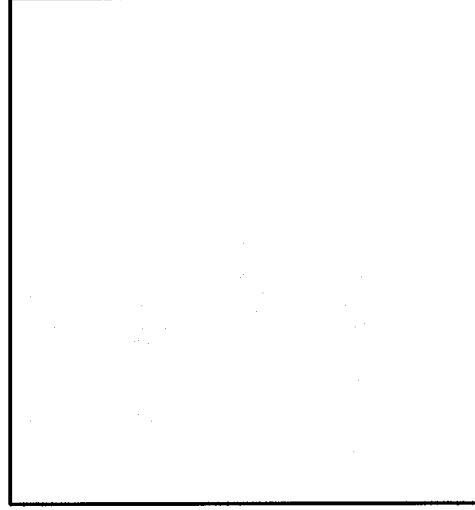


er Restrictions

- Treated like a bicyclist unless special restrictions
- Helmets encouraged
- Ridden on sidewalk in direction of traffic where no bike lane and roadway is more than 25 mph; must yield to pedestrians and pass on left

Rider Restrictions

- Cannot ride when utilizing crosswalk
- Needs lights and reflectors at night
- One rider, no passengers per SATV
- Must be at least 18 yoa



QUESTIONS OR COMMENTS?

Thank You

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CITY OF SURPRISE
Regular City Council Meeting



Council Meeting Date: October 1, 2019 Contact Person: Steven Chang
Submitting Department: Community Development District: Citywide
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to Surprise Municipal Code by adding Chapter 54, Article III, Section 54-58, establishing a temporary pilot program for shared active transportation vehicles (e-bicycles and e-scooters); Ordinance #2019-26.

Motion:

I move to approve Ordinance #2019-26.

Background:

Throughout the nation, cities and counties have taken various approaches to regulating e-scooters since their appearance in the last two years. In August 2019, e-scooters appeared within the the City of Surprise rights-of-way. Needless to say, unregulated deployment and use of e-bicycles and e-scooters within the City's rights-of-way creates practical and legal issues.

Given the lack of uniform treatment throughout the nation and the newness of the technology, City staff believes it would be best to conduct a pilot program to explore the various issues involved and how they will be best resolved here in Surprise, prior to adopting more permanent legislation. Consequently, staff is recommending the adoption of an ordinance providing for that pilot program for a period of 180 days, at the end of which there should be more information and experience with e-scooters allowing the City to, at that point, consider a permanent ordinance that addresses the issues and practicalities unique to the City of Surprise while still meeting the needs to our citizens, the vendors and the City itself.

Objective Analysis:

No commercial venture may legally operate in city rights-of-way without regulation and permitting or licensing. However, because cities and counties nation-wide are struggling with best practices to effectively balance the needs of the riders, vendors and the public at large, and implementation in Surprise will be unique to any other communities, it makes sense to conduct a trial time period during which various issues of regulation can be studied and best approaches can be identified. The proposed ordinance is designed to do exactly that. It allows the City to enter into agreements with vendors so long as no more than 100 e-scooters and/or e-bicycles are deployed. Further, should the experiment prove unworkable, it allows the City to terminate it at any time with appropriate notice to the vendors.

It is staff's intent that we use this time period to draft an ordinance which will regulate e-scooters and e-bicycles in a way that best balances the needs of all who are involved.

Policy Compliant:

This proposed ordinance is within the City's authority under state law to regulate and control City rights-of-way. At the same time, the proposed ordinance furthers the City's practice of seeking business regulations which are minimally restrictive all while protecting the interests of our citizens and the City.

Financial Impact:

There should be no direct financial impact upon the City. Resources are already in place through which the City will enforce this temporary ordinance.

Budget Impact:

There should be no budget impact as the ordinance will not require additional personnel nor resources.

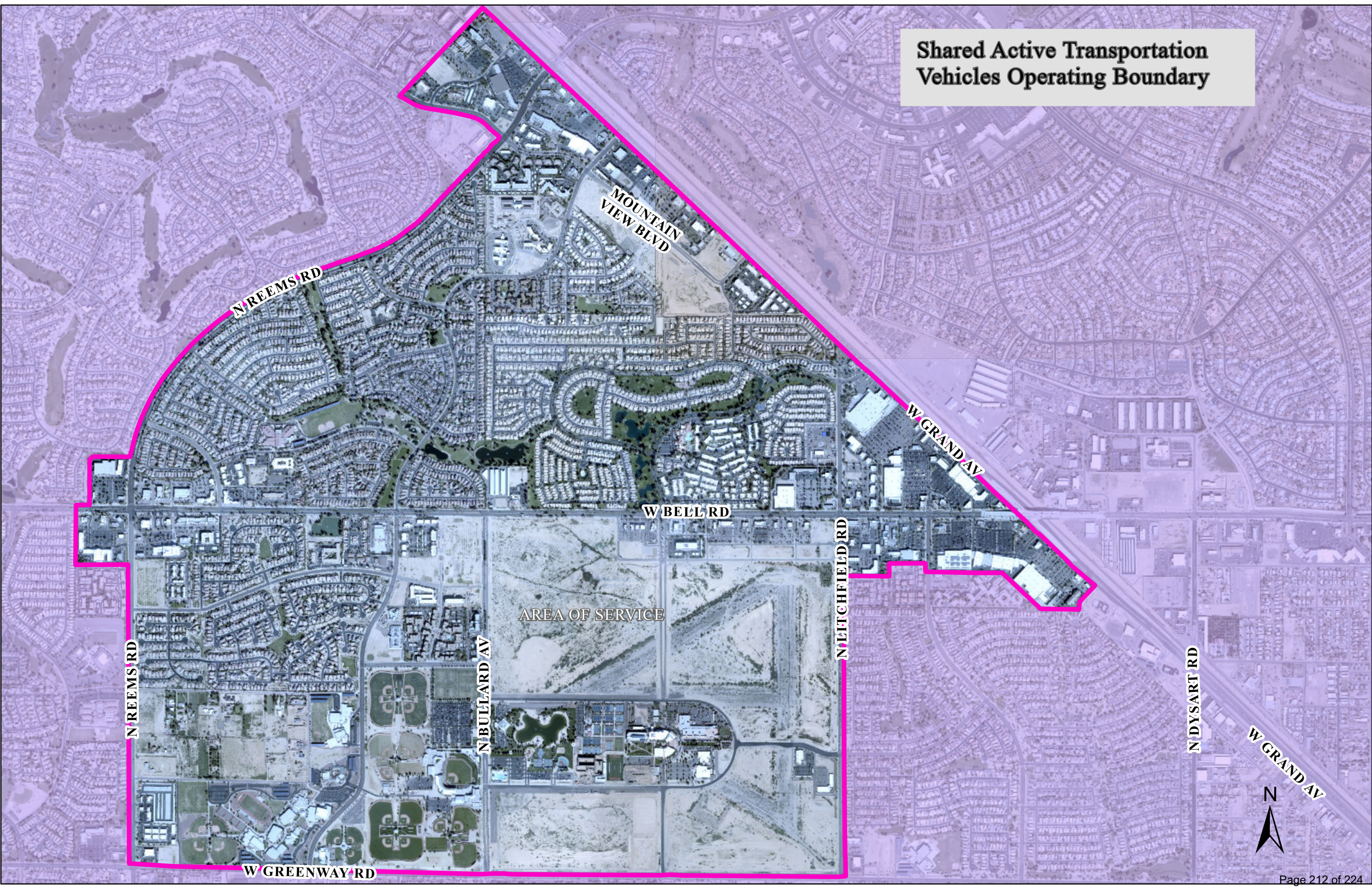
FTE Impact:

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

ATTACHMENTS:

1. Final City Council Reg Session Pres-10-01-19
 2. 19-23-09 ORDINANCE 2019-26 E-Scooter Pilot Program final
-

Shared Active Transportation
Vehicles Operating Boundary



AFFIDAVIT

STATE OF ARIZONA)
)
County of Maricopa) ss:

I am the _____ for Slidr, LLC, a Florida limited liability company.

1. I hereby certify that I am duly authorized to and have authority to certify on behalf of Slidr, LLC, the data, reports, and/or records submitted this date to the City of Surprise pursuant to Section V of the Shared Active Transportation Vehicle Pilot Program Temporary Operating Agreement (“Agreement”) dated November __, 2019.

2. I hereby certify that the attached data, reports, and/or records reflect the data required by Section V of the Agreement and are complete, true, and accurate.

3. These records were prepared by me as the _____ of Slidr, LLC, or persons acting under my direction, in the ordinary course of business at or near the time of the act, condition, or event.

DATED this ____ day of _____ 20__.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__.

Notary Public

My Commission expires:



Shared Active Transportation Vehicles Pilot Program Temporary Operating Agreement

City Council Regular Session, December 17, 2019
Community Development Department



Background

- October 1: Council approved Ordinance #2019-26 establishing a SATV Pilot Program.
- November 22: Slidr, LLC signed the Temporary Operating Agreement.



SATV Operating Agreement

- 180 days beginning Nov. 1, 2019
- 90 days - Term of Temporary Operating Agreement
 - may be extended until end of Pilot Program
- Total maximum of 50 SATV
- Defined Allowable Operating Area

- Allowable SATV Operating Area





SATV Operating Agreement

- Hours of Operation: 5AM – 10PM
- Collected by vendor nightly
- Riders must be 18 or older
- E-scooters 12mph, e-bikes 20mph
- No more than 5 deployed per location



SATV Operating Agreement

- Deployed or parked SATV must be
 - Upright, on a hard surface
- Deployed or parked SATV must not
 - Block sidewalks, fire hydrants, doors, driveways, bike racks, accessible parking spaces, loading zones, etc.

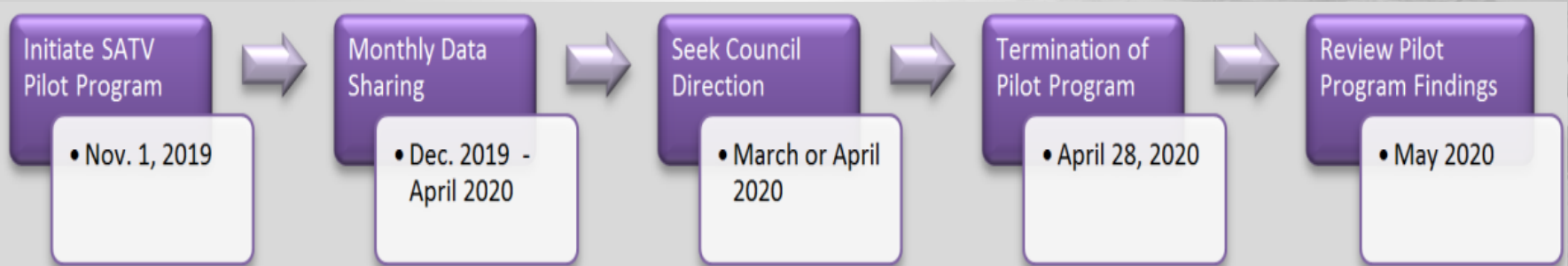


SATV Operating Agreement

- One rider at a time
- SATV rider must yield to pedestrians on City sidewalks
- Rider must obey all traffic and safety laws
- No SATV may be operated at night unless it is equipped with front and rear lights

SATV Pilot Program Timeline

Staff will return to City Council near the conclusion of the Pilot Program with SATV operating data and seek City Council direction for a permanent ordinance.





QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 17, 2019

Contact Person: Robert Wingo, CITY
ATTORNEY

Submitting Department: Legal
Staff Recommendations:

District: Internal

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

Consideration and action to recess into executive session for discussion and consultation with the City's attorneys for legal advice pertaining to potential litigation pursuant to A.R.S 38-431.03 (A)(3).

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:
