



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

Tuesday, August 15, 2023 @ 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

F. City Clerk Report

G. Call To The Public

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins. [Download the Call to the Public form](#) (PDF download requires Adobe Acrobat Reader) [Fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time. The Call to the Public form is also available at the front counter.

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

1. Internal Consideration and action to approve the August 1, 2023 Regular City Council Meeting Minutes.

Kristi Passarelli  
City Clerk

|     |            |                                                                                                                                                                                                                                                                                                                                                                                                           |                                               |
|-----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| 2.  | District 2 | Consideration and action pertaining to approval of the Final Plat entitled, "Replat of Lot 3, Grand Village Center North" and dated June 30, 2023, a property located at the southwest corner of Grand Avenue and Parkview Place; Case FS23-0282.                                                                                                                                                         | None<br>Community Development                 |
| 3.  | Citywide   | Consideration and action pertaining to the approval of a Contract for Services between the City of Surprise and the National Council on Aging, authorizing the City to accept grant funding in the amount of \$10,000 for the Vaccine Uptake Initiative and amending the Fiscal Year 2024 budget by moving budget authority of \$10,000 from General Contingency to Project G51760; Resolution #2023-109. | Seth Dyson<br>Human Svcs and<br>Comm Vitality |
| 4.  | Citywide   | Consideration and action pertaining to acceptance of a grant in the amount of \$1,223.82 from the Office of Justice Programs Patrick Leahy Bulletproof Vest Partnership and amending the Fiscal Year 2024 budget by moving budget authority in the amount of \$1,300 from General Contingency to project G31042; Resolution #2023-104.                                                                    | Police                                        |
| 5.  | District 3 | Consideration and action pertaining to approval of the Final Plat entitled, "W-SWC Cotton Lane & Greenway Road" and dated March 24, 2023, for property generally located within the Sierra Montana Planned Area Development (PAD); Case FS22-1515.                                                                                                                                                        | Chris Sexton<br>Community Development         |
| 6.  | District 1 | Consideration and action pertaining to acceptance of a Right of Way from Arizona State Land Department for Beardsley Road alignment east of 219 <sup>th</sup> avenue.                                                                                                                                                                                                                                     | Community Development                         |
| 7.  | District 1 | Consideration and action pertaining to acceptance of a Right of Way from Arizona State Land Department for Citrus South of Deer Valley Road.                                                                                                                                                                                                                                                              | Community Development                         |
| 8.  | District 6 | Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, Kenly Farms pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-107.                                                                                                                 | Kristin Tytler<br>Public Works                |
| 9.  | District 1 | Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-AustinRanchEast pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-110.                                                                                                          | Kristin Tytler<br>Public Works                |
| 10. | Citywide   | Consideration and action pertaining to the approval of an amendment to the Contract Awarding Authority List (CAAL); Resolution #2023-106.                                                                                                                                                                                                                                                                 | None<br><br>Andrea Davis<br>Finance           |

REGULAR AGENDA ITEM - PUBLIC HEARING:

|     |            |                                                                                                                                                                                                                                                                                                        |                                             |
|-----|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 11. | District 3 | Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 249933, requested by Amy S. Nations, for Barrio Queen, for Series 12 Liquor License. Barrio Queen is located at 13434 N Prasada Parkway, Surprise, AZ 85388 | None<br><br>Kristi Passarelli<br>City Clerk |
|-----|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|



- |     |            |                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                             |
|-----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 12. | District 1 | Presentation, discussion, and public hearing on the annexation proposal known as Case FS23-0138, Sunrise Nursery Multi-Family Residential, in accordance with Arizona Revised Statutes 9-471(A)(3).                                                                                                                                                                                                                             | None<br>Community<br>Development            |
| 13. | District 1 | Consideration and action pertaining to a Major PAD Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to mixed-use (R-3 residential, C-2 and C-3 commercial) and modify development standards. The site is generally located at the southwest corner of 163 <sup>rd</sup> Avenue and Pat Tillman Blvd, within the Asante PAD; Case FS22-0517; Ordinance #2023-03. | Trevor Fleetham<br>Community<br>Development |

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session
  - 1. Consideration and action to recess into executive session to discuss and consider end of year personnel evaluations and Fiscal Year 2024 goals for the City Manager, City Clerk, City Auditor, and City Attorney pursuant to A.R.S. 38-431.03 (A)(1).

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

POSTED: Thursday August 10, 2023 @ 10:00 AM

**SPECIAL NOTE: THE PUBLIC WILL BE GRANTED ACCESS TO THE MEETING LOCATION NOT LESS THAN FIFTEEN MINUTES BEFORE THE SCHEDULED MEETING TIME.**

**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: August 15, 2023  
Submitting Department: City Clerk  
Staff Recommendations:

Contact Person:  
District: Internal

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

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**Agenda Wording:**

Invocation

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**Motion:**

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**Background:**

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**Objective Analysis:**

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**Policy Compliant:**

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**Financial Impact:**

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**Budget Impact:**

**FTE Impact:**

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**ATTACHMENTS:**

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**CITY OF SURPRISE**  
**Regular City Council Meeting**

Council Meeting Date: August 15, 2023  
Submitting Department: City Clerk  
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk  
District: Internal

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

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**Agenda Wording:**

Consideration and action to approve the August 1, 2023 Regular City Council Meeting Minutes.

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**Motion:**

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**Background:**

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**Objective Analysis:**

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**Policy Compliant:**

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**Financial Impact:**

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**Budget Impact:**

**FTE Impact:**

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**ATTACHMENTS:**

1. 080123 Regular Meeting Minutes
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**CITY OF SURPRISE**  
**Regular City Council Meeting**  
**16000 N. Civic Center Plaza**  
**Surprise, AZ 85374**  
Tuesday, August 1, 2023 @ 6:00 PM  
**COUNCIL CHAMBERS**

A. Call To Order

Mayor Hall called the Regular City Council Meeting of Tuesday August 1st, 2023 to order at 6:00 p.m. located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ 85374.

1. Invocation

Invocation was led by Mayor Hall.

B. Roll Call

In attendance with Mayor Hall were Vice-Mayor Chris Judd, Councilmembers Nick Haney, Alyson Cline, Patrick Duffy, and Ken Remley. Councilmember Jack Hastings was excused (arrived late at 7:02 PM).

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

1. Reports

1. Recognition of the 2023 WHAM's Top Golf winners.

City Manager Bob Wigenroth introduced Connie Whitlock to present the WHAM Top Golf Winners. Vice-Mayor Judd was the winner along with Chief Espie, Genevive Martindelcampo, Russel Baker, and Frank and Jackie Moucheron for the City of Surprise.

2. Recognition for City of Surprise as Policymaker of the Year by the Association for Career and Technical Education of Arizona.

City Manager Bob Wigenroth brought in Jeanine Jerkovic, Economic Development Director to talk about this item. Jeanine introduced Stephen Weltsch from the Arizona Association for career and technical education (West MEC assistant superintendent), and Jim Grieshaber Career Technical Director for Dysart Unified School District. They awarded the recognition to Mayor Hall.

City Manager Wigenroth further went on to congratulate the Fire, Medical, IT, and HR departments for the HIPPA seal of compliance recertification.

F. City Clerk Report

1. Reports

G. Call To The Public

David Marsh, a Surprise Resident, came to talk about two requests. He talked about expanding the 300 foot zoning change notification to 500 feet. He also wanted to increase the distance between planned traffic lights.

H. Regular City Council Meeting Agenda

1. CONSENT AGENDA:  
Councilmember Duffy, moved to continue item 22.

Motion: To Approve, minus item 22.

Initiated By: Aly Cline

Seconded By: Ken Remley

Yes: Aly Cline, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Approved

3. Consideration and action to approve the June 20, 2023 City Council Workshop Minutes and Regular Council Meeting Minutes.
4. Consideration and action to move the Regular Work Session and Council Meeting scheduled for Tuesday, November 7, 2023 to Monday, November 6, 2023 due to the November Special Election falling on Tuesday, November 7, 2023.
5. Consideration and action to approve a request by Steven Christopher Bonillas for a Series 12 (Restaurant) Liquor License for Don Rubens Mexican Food located at 11340 W Bell Rd, Surprise, AZ 85378.
6. Consideration and action to approve a request by Ryan Winter Anderson for a Series 09 (Liquor Store) Liquor License for Safeway #0048 located at 17230 W. Peoria, Surprise, AZ 85355.
7. Consideration and action to approve a request by Ryan Winter Anderson for a Series 09 (Liquor Store) Liquor License for Safeway Express #5830 located at 10730 N Cotton Lane, Surprise, AZ 85355.
8. Consideration and action pertaining to the approval of a Contract for Services between the City of Surprise and First Things First for Early Childhood Programming, authorizing the City to accept grant funding from First Things First and amending the Fiscal Year 2024 budget by moving budget authority of \$250,000 from General Contingency to project G51750, revising the Contract Awarding Authority List, and the addition of two full-time equivalent (FTE) positions to the Human Services and Community Vitality Department (HSCV); Resolution #2023-103.
9. Consideration and action pertaining to approval of the Final Plat entitled, "HC Estates" and dated May 4, 2023, a property located at the southeast corner of Dixileta Drive and 165<sup>th</sup> Avenue; Case FS23-0067.
10. Consideration and action pertaining to approval of the Final Plat entitled, "Jomax Acres" and dated May 8, 2023, a property located at the northwest corner of Jomax Road and 155<sup>th</sup> Avenue; Case FS23-0019.
11. Consideration and action pertaining to approval of the Final Plat entitled, "Windstone Ranch Phase 2" and dated May 2023, for property generally located at the northeast corner of Happy Valley Road and 151<sup>st</sup> Avenue; Case FS21-1037

12. Consideration and action ratifying the June 20, 2023 approval of an Intergovernmental Agreement with the City of Buckeye for access to the Imagetrend reporting software and correcting a scrivener's error; Resolution #2023-102.
13. Consideration and action ratifying the June 06, 2023 amendment to Chapter 30, Article III, Section 30-41 of the Surprise Municipal Code pertaining to the Judicial Selection Advisory Commission and correcting a scrivener's error; Ordinance #2023-22.
14. Consideration and action pertaining to approval of the Final Plat entitled, "NW-NWC 175<sup>th</sup> Avenue & Dale Lane" and dated May 30, 2023, a property located north of Dale Lane and west of 175<sup>th</sup> Avenue; Case FS23-0299.
15. Consideration and action pertaining to the acceptance of the Law Enforcement Mutual Aid Agreement between the Tohono O'Odham Nation and the City of Surprise Police Department; Resolution #2023-88
16. Consideration and action pertaining to approval of the Final Plat entitled, "Dignity Prasada" and dated June 28, 2023, a property generally located at the southwest corner of Greenway Road and Loop 303; Case FS23-0033.
17. Consideration and action pertaining to approval of the Final Plat entitled, "SimonCRE at Surprise Center" and dated received June 21, 2023, for property generally located at the southeast corner of Bell Road and Bullard Avenue; Case FS22-1606.
18. Consideration and action pertaining to approval of the Final Plat entitled, "Cactus & Perryville Park" and dated July 06, 2023, a property located at the northeast corner of Cactus Road and Perryville Road; Case FS23-0434.
19. Consideration and action pertaining to the approval of an intergovernmental agreement with the County of Maricopa, State of Arizona for Regional Emergency Operations Management and Disaster services; Resolution #2023-113.
20. Consideration and action pertaining to the approval of an amendment to the Fiscal Year 2024 budget by moving budget authority of \$45,000 from General Contingency to project G34195A to account for the acceptance of a grant from the Arizona Department of Homeland Security; Resolution #2023-108.
21. Consideration and action to grant a utility easement to Arizona Public Service Company, north of Tierra Buena Lane and west of Civic Center Plaza.
22. Consideration and action pertaining to acceptance of the Dedication of Public Right-of-Way With Conditions from High Desert Development, Inc. for right of way along Waddell near Cotton Lane.

Motion: To Continue Indefinitely  
Initiated By: Patrick Duffy  
Seconded By: Chris Judd

Yes: Aly Cline, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney  
No: None  
Abstain: None

Vote Result: Passed

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

23. Consideration and action pertaining to a Major PAD Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to mixed-use and modify development standards. The site is generally located at the southwest corner of 163<sup>rd</sup> Avenue and Pat Tillman Blvd, within the Asante PAD. Case FS22-0517

Trever Fleetham came to present this item. He asked the item be continued to the August 15th Meeting.

Motion: to Continue  
Initiated By: Nick Haney  
Seconded By: Aly Cline

Yes: Aly Cline, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney  
No: None  
Abstain: None

Vote Result: Passed

24. Consideration and action pertaining to a rezone of approximately 13.2 acres from Community Commercial (C-2) to Residential High Density (R-3) for a site generally located on the southwest corner of Mountain View Blvd. and White Horse Trail, Case FS23-0198; Ordinance #2023-21.

Assistant Director Tiffany Copp gave a presentation about this item. The applicant, Carolyn Oberholtzer, with Bergin, Frakes, Smalley & Oberholtzer PLLC. on behalf of the Prose Mountain View Project came to present this item as well. She talked about changes to the project as well as property ownership. She went into detail about the E&V investment in Surprise. Mayor Hall asked about Graystar management? Carolyn said that the current agreement is flexible, and that it is a contractual relationship.

She talked about the history of this project and the current efforts with the HOA. Mayor Hall asked if access is limited for the residents? She said that access would be twofold. She went into detail about the design changes, height plans, and other changes. She further talked about support for the project. She also talked about the visibility and access to the proposed property. She talked about concerns about the management company Graystar. Mayor Hall asked about what is being built by QT? She said Dunkin Donuts and Federicos.

Mayor Hall opened the topic for Public Discussion.

Keli Price, a Surprise Resident, submitted a letter for council to review regarding this item.

Jeannine Enders, a Surprise Resident, came to talk about this item. She talked about the potential impact of high-density residential development would have on the local traffic patterns. She also expressed her concerns about the potential management company.

Karen Coggins, a Surprise Resident, submitted a letter for council to review. She also came to talk about this item. She talked about her experience in dealing with the developer. She said that so long as their concerns were addressed, she would be in favor of the project. She expressed her concerns about potential traffic.



David Smolarek, a Surprise Resident, came to talk about this item. He asked several questions about the project. He expressed his concerns regarding this development.

Carolyn came back to address the concerns. She talked about the importance of ongoing communication. She talked about a similar project in Mesa and their relationship with existing residential communities.

Councilmember Remley, talked about how this project is in his district now. He said all concerns were addressed except for one. He talked about the traffic issue. He said that commercial zoning produces five times the traffic than residential. He said he understands the impact traffic could have on an area. He talked about the potential building heights. He said that the people he's talked to have approved of the changes made. He talked about the need for more rentals. He talked about property owners being risk takers. He further went to discuss the history of the project.

Councilmember Hastings arrived at 7:02 P.M.

Councilmember Hastings talked about the district switching hands and how he voted against this item in the past. He talked about wanting growth to move forward. He also talked about commercial zoning generating more traffic than residential areas. He said that he believed that this is a good project.

Councilmember Duffy, asked about the changes, specifically what was removed to lower the unit count? Carolyn showed how structures were removed on the southern edge of the property. He asked how many units were on each floor of the three-story buildings? Carolyn said there were about eight. He said that one of three stories went to two. She said that was correct. Mayor Hall said it was more than 25 feet further from the property line.

Councilmember Cline, said she remembers voting no last time. She said she appreciated the builders working with the existing residents to come back. She talked about the positive impact of changes to the community.

Councilmember Haney, said that the City is growing. He said he thinks it's important for the City to be partners in potential projects.

Motion: To Approve  
Initiated By: Ken Remley  
Seconded By: Jack Hastings

Yes: Aly Cline, Jack Hastings, Ken Remley, Skip Hall, Chris Judd, Nick Haney  
No: Patrick Duffy  
Abstain: None

Vote Result: Passed

### 3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

25. Consideration and action pertaining to acceptance of the Intergovernmental Agreement Between the Dysart Unified School District No. 89 of Maricopa County and The City of Surprise, Arizona to provide school resource officers to certain schools within the district; Resolution #2023-99.

Chief Pina came to present this item. Mayor Hall talked about the praise that has already come through for this item. Councilmember Remley, said that everyone really appreciates the Chief. Chief Pina talked about the schools covered by potential SRO's. He talked about the role the SRO's will take on these campuses.

Councilmember Cline, said that she had a meeting with the Dysart Superintendent, and that the City does a great job helping the district and community.

Councilmember Hastings, said he believes that Police Officers should be in every school. He asked about where the grants are coming from, and what the longevity would be to fund this project? Chief Pina said that he wants to continue it regardless of grants and that there are several programs that help acquire the funds. Councilmember Hastings asked what the situation is with Charter Schools. Chief Pina said that five of them have applied for the grants. He said they could do a work study session to explore the topic further.

Vice-Mayor Judd, asked how many SROs exist already? Chief Pina said there are six and this would increase it to nine. Vice-Mayor Judd asked where the man power would be coming from in the force? Chief Pina said that the budget allowed for new positions. He talked about the timing involved with filling these positions.

Councilmember Haney, said he appreciated the steps the police were taking. He asked for a worksession item to review the SRO program. City Manager Wigenroth said they would bring an item in September for work session. Mayor Hall talked about the number at kids at each school and the importance of safety for children.

Motion: To Approve  
Initiated By: Aly Cline  
Seconded By: Chris Judd

Yes: Aly Cline, Jack Hastings, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney  
No: None  
Abstain: None

Vote Result: Passed

26. Consideration and action pertaining to an amendment to the City of Surprise Policies and Procedures Manual pertaining to public participation.

City Attorney Robert Wingo came to present for this item. He talked about appendix B and Rules for the Public at City Council Meetings.

Mayor Hall, talked about the time limit being three minutes and other time limits elsewhere. He said it should be three minutes. Vice-Mayor Judd said the Mayor had the ability to increase talking time as well.

Councilmember Cline, talked about several speakers wanting to talk about an item. She talked about speakers having the same point of view repeating themselves during their comments. Mayor Hall asked about limiting a group of people to a total number of minutes. Attorney Wingo, said that the Chair can limit the time. Mayor Hall talked about past events. Councilmember Cline expressed concerns about outside groups coming to talk who didn't live in Surprise.

Councilmember Hastings, said it was important to balance time. He said it's important for everyone to be heard. He talked about a practice that Phoenix does. Councilmembers asked why Council can't respond to speakers? Attorney Wingo said that under certain situations they can reply, but because of open meeting law they cannot veer off topic. Councilmember Hastings talked about people repeating themselves and how it can be disruptive. He said he supports three minutes.

Councilmember Remley, said they need to know who is addressing the council and where they live along with their contact information. He said he would like the opportunity to engage further beyond the meeting with the parties who come to talk. He talked about the importance of the Freedom of Speech.

Councilmember Duffy, said he's fine with the time being limited. He said he doesn't want to scare people away from participating due to topic time limits.

Councilmember Haney, said he agrees with the general sentiment. He talked about disruptive speakers and how it's important to manage that so that business can be conducted.

Mayor Hall talked about past experiences with public speakers and asked how to manage large numbers. Vice-Mayor Judd said that limiting numbers would depend on non-agendaized items. Attorney Wingo said the Chair would have authority to limit time as needed. Mayor Hall said that they were fine with three minutes.

Motion: to Approve  
Initiated By: Aly Cline  
Seconded By: Patrick Duffy

Yes: Aly Cline, Jack Hastings, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney  
No: None  
Abstain: None

Vote Result: Passed

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

Councilmember Hastings, said that there was not much to report. He said there was a sports and tourism meeting in late July, and said he was looking forward to the numbers from Bases and Brews. His meet and greet will be at Surprise Library moving forward on 6 PM on second Tuesday of the month.

Councilmember Remley, said his meet and greet would be at the Salvation Army. He said his monthly meetings are the 4th Wednesday of every month at 6 PM. He talked about the purpose of the meet and greets. He encouraged people to sign up for his newsletter.

Councilmember Duffy, said his meet and greet is this Saturday at Total Wine at 9AM.

Councilmember Haney, said he got to attend Cooper's Hawk opening. He said he got to participate as a judge for the model city contest. His community meeting is on the 24th at Asante Library. He shouted out to troop 400.

Councilmember Cline, said she got to attend the Judging of the YMCA youth groups. She said her next meetings are during the day, Tuesday the 22nd at the Grand, and Friday the 25th at the AZ Traditions meeting room. She said she got to sit on a board meeting for Bell West Ranch. She talked about having an evening meeting for Bell West Ranch and Surprise Farms. She said she got to speak at the newteacher orientation at Dysart last week, and AZ Charter Academy students.

Vice-Mayor Judd, talked about the YMCA Model City event. He wanted to shout out to five different businesses. He talked about the Chimi event at Macayos.

Mayor Hall, day of service event is on Wednesday August 16th at St. Mary's Food Bank. He also said that the City is hiring!

- K. Executive Session
  - 1. Executive Session Items

2. Executive Disclaimer - Part 1
3. Executive Disclaimer - Part 2
4. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn  
Initiated By: Aly Cline  
Seconded By: Nick Haney

Yes: Aly Cline, Jack Hastings, Ken Remley, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney  
No: None  
Abstain: None

Vote Result: Passed  
Meeting Adjourned at 8:24 PM

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Skip Hall, Mayor

**ATTEST:**

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Kristi Passarelli, City Clerk

**CERTIFICATION:**

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, August 1, 2023.**

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Kristi Passarelli, City Clerk



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 15, 2023      Contact Person:  
Submitting Department: Community Development      District: District 2  
Staff Recommendations: None

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

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### **Agenda Wording:**

Consideration and action pertaining to approval of the Final Plat entitled, "Replat of Lot 3, Grand Village Center North" and dated June 30, 2023, a property located at the southwest corner of Grand Avenue and Parkview Place; Case FS23-0282.

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### **Motion:**

I move to approve the Final Plat entitled, "Replat of Lot 3, Grand Village Center North" and dated June 30, 2023.

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### **Background:**

Richard Germiller of Alliance Land Surveying, LLC seeks approval of a Final Plat of the subject property located at the southwest corner of Grand Avenue and Parkview Place. The proposed Final Plat splits the subject property, one (1) existing parcel of approximately 7.81 gross acres, into three (3) parcels.

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### **Objective Analysis:**

Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

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### **Policy Compliant:**

The proposed Final Plat is consistent with the Surprise General Plan 2035 and the City of Surprise Land Development Ordinance.

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### **Financial Impact:**

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

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### **Budget Impact:**

There is no anticipated budget impact related to this item.

### **FTE Impact:**

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

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**ATTACHMENTS:**

1. 00 - FS23-0282 Replat of Lot 3 Grand Village Center North Final Plat - Staff Report
  2. 01 - FS23-0282 Replat of Lot 3 Grand Village Center North Final Plat - Vicinity Map
  3. 02 - FS23-0282 Replat of Lot 3 Grand Village Center North Final Plat - Zoning Map
  4. 03 - FS23-0282 Replat of Lot 3 Grand Village Center North Final Plat - Final Plat
  5. 04 - FS23-0282 Replat of Lot 3 Grand Village Center North Final Plat - Final Plat Exhibit
  6. FS23-0282 Replat of Lot 3 Grand Village Center North Final Plat - PowerPoint
-

# FINAL PLAT

## REPORT TO THE CITY COUNCIL

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**Case:** FS23-0282

**Project Name:** Replat of Lot 3 Grand Village Center North Final Plat

**Council District:** 2 – Cottonwood

**City Council Date:** August 15, 2023

**Planner:** Jani Wertin, Planner I

---

**Owner:** GDC Grand Storage LLC

**Applicant:** Richard Germiller of Alliance Land Surveying, LLC

**Request:** Final Plat to subdivide one (1) parcel approximately 7.81 gross acres, into three (3) parcels.

**Site Location:** Located at the southwest corner of Grand Avenue and Parkview Place

**Site Size:** Approximately 7.81 gross acres

**Findings:**

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Land Development Ordinance.

**Alternative Actions:** **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

**Deny** – Denial of the requested Final Plat will prevent the applicant from subdividing the property as proposed.

34 **Additional Information:**

35  
36 Richard Germiller of Alliance Land Surveying, LLC requests approval of a Final Plat entitled  
37 "Replat of Lot 3, Grand Village Center North," dated June 30, 2023. The subject parcel is  
38 zoned Planned Area Development (PAD) – Park Place and is located at the southwest  
39 corner of Grand Avenue and Parkview Place. The proposed Final Plat subdivides one (1)  
40 existing parcel of approximately 7.81 gross acres, into three (3) parcels.  
41

42 This Final Plat does not propose any right-of-way dedications.  
43



44  
45  
46 The square footage for each parcel is below:

- 47 • Lot 3A – 2.08 acres (90,430 square feet)
  - 48 • Lot 3B – 4.33 acres (188,571 square feet)
  - 49 • Lot 3C – 1.41 acres (61,266 square feet)
- 50  
51

52 **General Plan Conformance:**

53  
54 The proposed final plat was reviewed against the goals, policies, recommendations, and  
55 guidelines of the City of Surprise General Plan 2035. The proposed final plat is consistent  
56 with the General Plan in some of the following ways:  
57



58 This project is located within the Commerce & Office character area of the General Plan.  
59 The proposed plat adheres to the design guidelines of the character area which allows  
60 for regional commercial development.

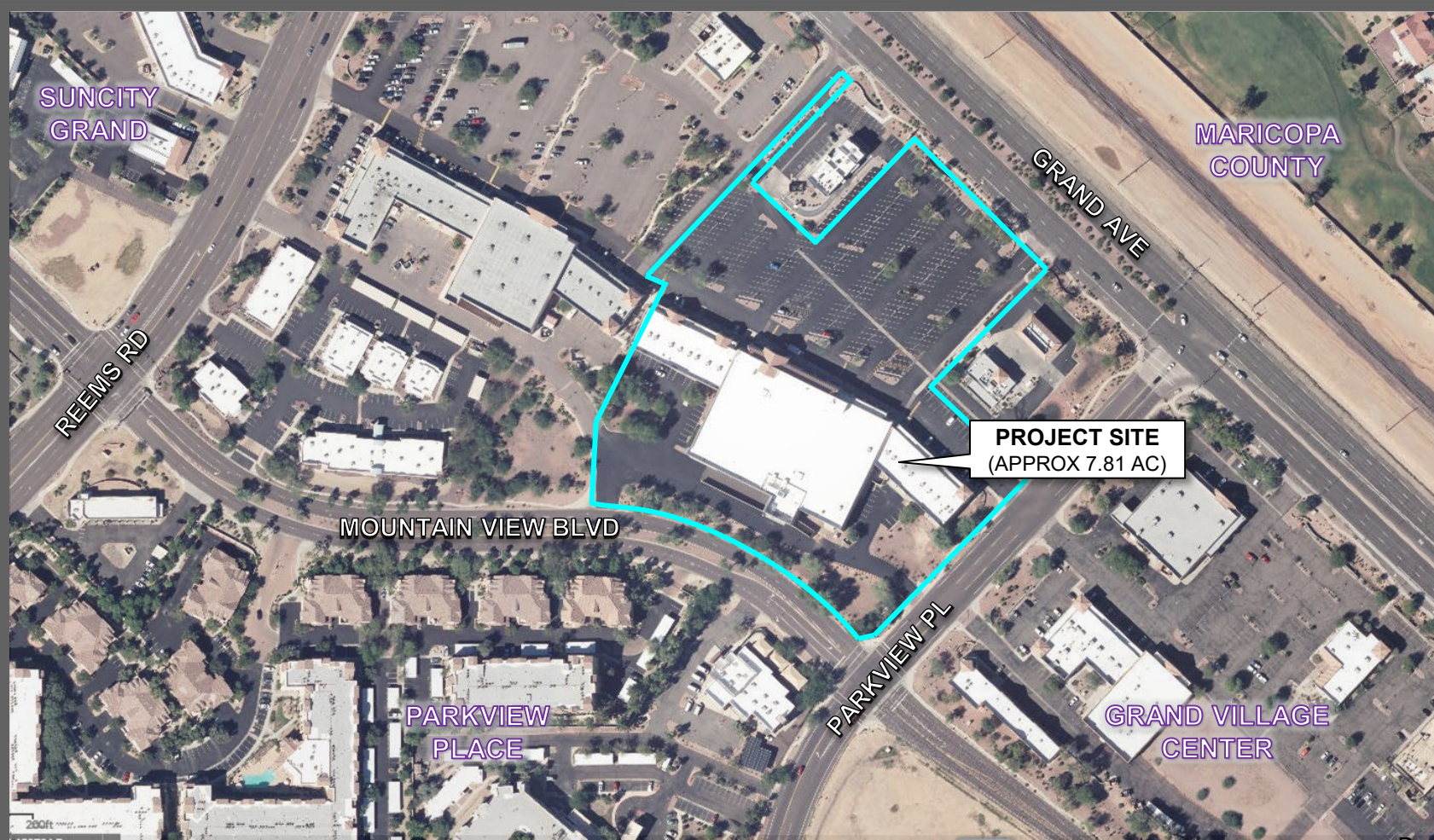
61  
62 This project maintains compatibility with the quality of existing land uses in the  
63 surrounding area in that it continues the Commercial development pattern established in  
64 the vicinity of this parcel.

65  
66 **Reviewing Agencies:**

67  
68 This project was routed to both Luke Air Force Base and the Maricopa Water District.  
69 Both agencies have indicated no objections.

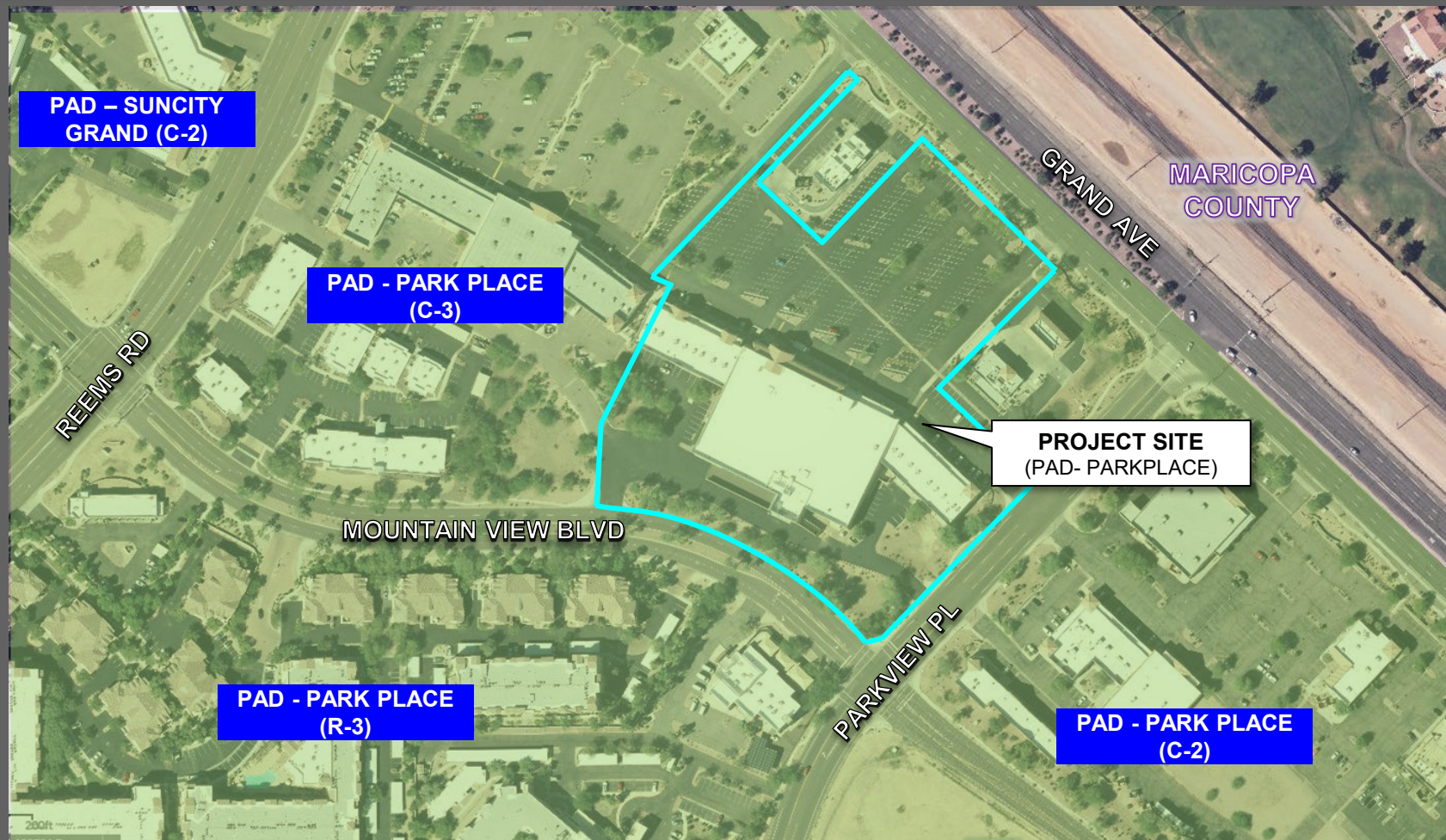
70  
71  
72 **Attachments:**

73 01 Vicinity Map  
74 02 Zoning Map  
75 03 Final Plat  
76 04 Plat Exhibit  
77 PPT



# FS23-0282 VICINITY MAP



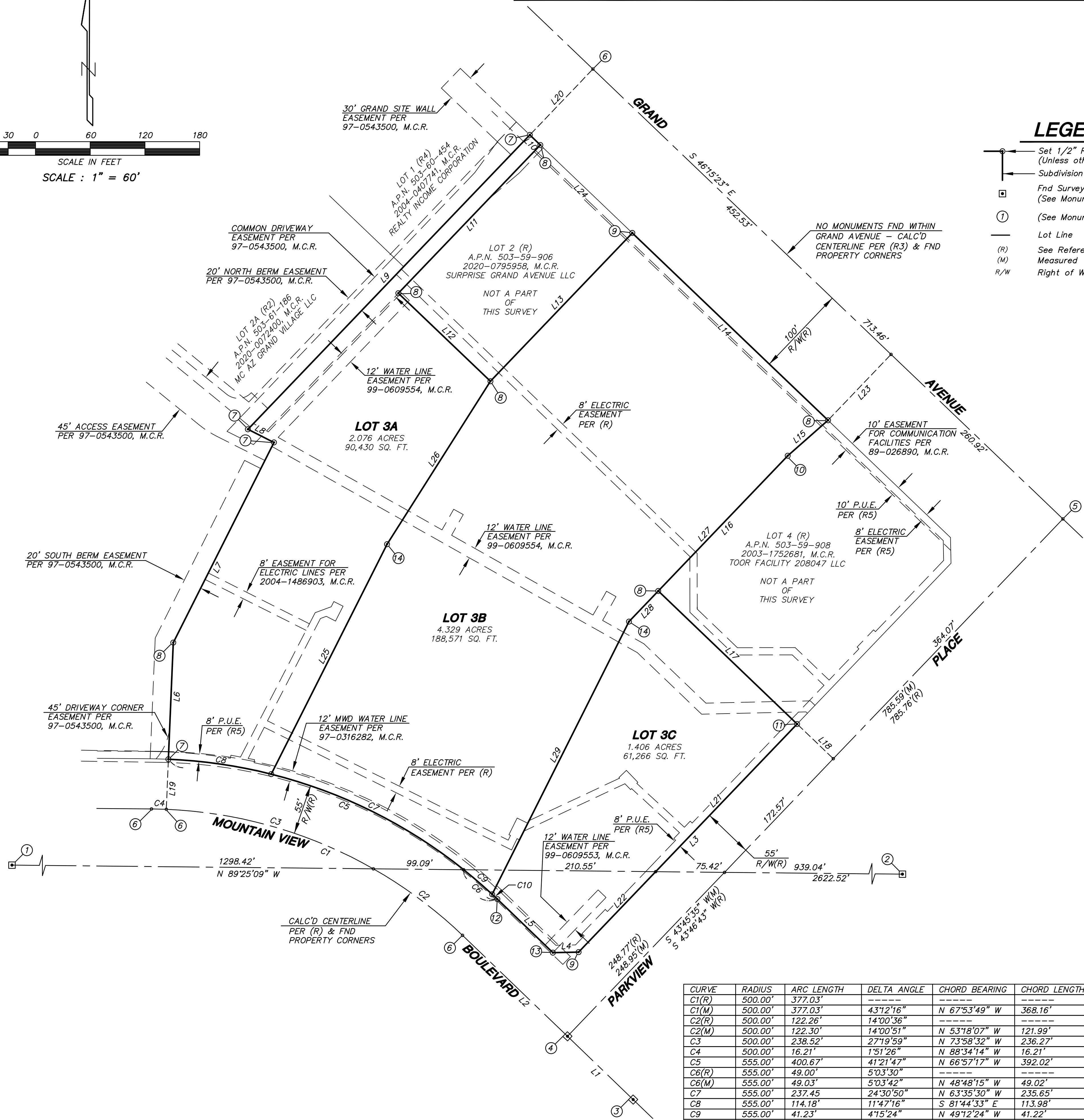
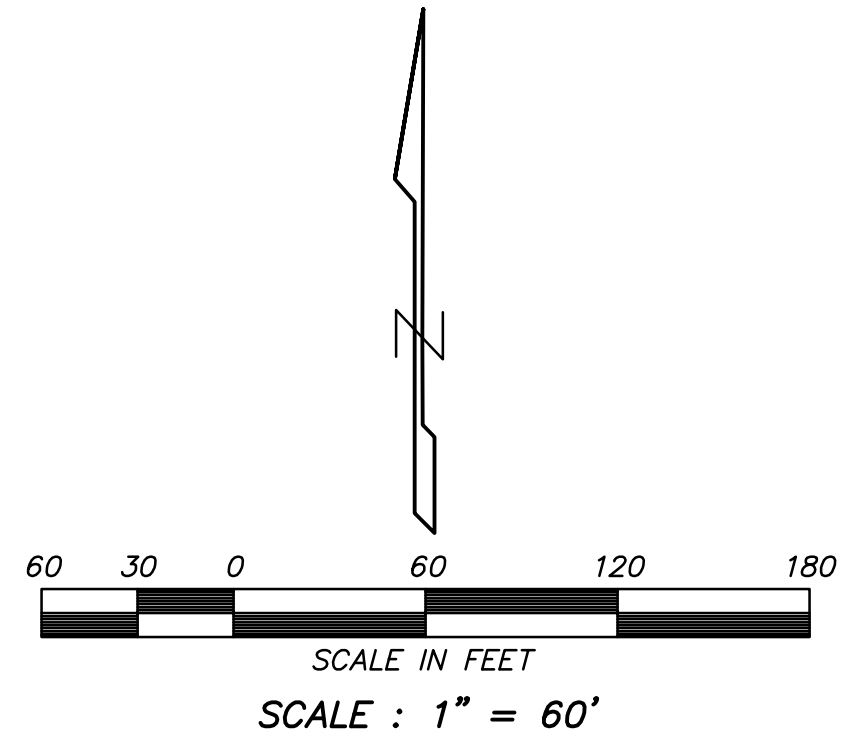








***FINAL PLAT OF  
"REPLAT OF LOT 3, GRAND VILLAGE CENTER NORTH"***



### LEGEND

- 
 Set 1/2" Rebar W/ Cap L.S. 31020  
 (Unless otherwise noted)  

 Subdivision Line  

 Find Survey Monument  
 (See Monument Table)  

 (See Monument Table)  

 Lot Line  

 See Reference Documents  

 Measured  

 Right of Way

| MONUMENT TABLE |                                                                                |
|----------------|--------------------------------------------------------------------------------|
| ①              | SW. COR. SEC. 28 - FND BENT 5/8" REBAR NO I.D.                                 |
| ②              | S. 1/4 COR. SEC. 28 - FND ALUMINUM CAP FLUSH                                   |
| ③              | FND BRASS CAP FLUSH                                                            |
| ④              | FND PK NAIL & WASHER L.S. 45835 AS SHOWN ON (R3)                               |
| ⑤              | NO MONUMENT FND OR SET - CALC'D POSITION PER (R3)                              |
| ⑥              | NO MONUMENT FND OR SET - CALC'D POSITION PER (R) & FND PROPERTY CORNERS        |
| ⑦              | FND PK NAIL & WASHER L.S. 41095 AS SHOWN ON (R2)                               |
| ⑧              | FND PK NAIL & WASHER L.S. 41095                                                |
| ⑨              | FND 1/2" REBAR W/CAP L.S. 41095                                                |
| ⑩              | FND PK NAIL & WASHER L.S. 31020 PER (R6)                                       |
| ⑪              | FND 1/2" REBAR W/CAP L.S. 9087                                                 |
| ⑫              | FND 1/2" REBAR W/CAP L.S. 41095, S. 46°58'38" W. 0.61' DID NOT DOUBLE MONUMENT |
| ⑬              | FND 1/2" REBAR W/CAP L.S. 41095, S. 16°38'21" W. 0.47' DID NOT DOUBLE MONUMENT |
| ⑭              | SET MAG NAIL W/TAG L.S. 31020                                                  |

| LINE   | BEARING       | DISTANCE |
|--------|---------------|----------|
| L1     | N 46°04'37" W | 100.00'  |
| L2(R)  | N 46°13'37" W | 159.73'  |
| L2(M)  | N 46°04'37" W | 159.73'  |
| L3(R)  | S 43°46'43" W | 346.63'  |
| L3(M)  | S 43°45'35" W | 346.37'  |
| L4(R)  | S 88°46'43" W | 28.28'   |
| L4(M)  | S 88°50'29" W | 28.24'   |
| L5(R)  | N 46°13'17" W | 84.73'   |
| L5(M)  | N 46°04'37" W | 84.57'   |
| L6(R)  | N 02°29'04" E | 127.73'  |
| L6(M)  | N 02°24'51" E | 127.95'  |
| L7(R)  | N 26°42'57" E | 245.83'  |
| L7(M)  | N 26°41'44" E | 245.71'  |
| L8(R)  | N 63°17'03" W | 32.00'   |
| L8(M)  | N 63°08'59" W | 32.01'   |
| L9(R)  | N 43°46'43" E | 447.00'  |
| L9(M)  | N 43°45'55" E | 446.96'  |
| L10    | S 46°15'23" E | 15.95'   |
| L11(R) | S 43°46'43" W | 225.12'  |
| L11(M) | S 43°46'32" W | 225.14'  |
| L12(R) | S 46°14'10" E | 139.64'  |
| L12(M) | S 46°18'26" E | 139.69'  |
| L13(R) | N 43°45'50" E | 225.12'  |
| L13(M) | N 43°44'51" E | 225.02'  |
| L14    | S 46°15'23" E | 297.04'  |
| L15(R) | S 48°38'14" W | 58.92'   |
| L15(M) | S 48°37'07" W | 58.90'   |
| L16(R) | S 43°45'50" W | 205.35'  |
| L16(M) | S 43°44'43" W | 205.27'  |
| L17(R) | S 46°13'17" E | 210.91'  |
| L17(M) | S 46°13'51" E | 210.83'  |
| L18    | S 46°13'51" E | 55.00'   |
| L19    | N 02°24'51" E | 55.00'   |
| L20    | N 43°45'55" E | 100.00'  |
| L21    | S 43°45'35" W | 224.19'  |
| L22(R) | S 43°46'43" W | 122.13'  |
| L22(M) | S 43°45'35" W | 122.18'  |
| L23    | N 43°44'37" E | 100.00'  |
| L24(R) | S 46°14'10" E | 139.58'  |
| L24(M) | S 46°15'23" E | 139.58'  |
| L25    | N 26°44'06" E | 282.37'  |
| L26    | N 32°22'49" E | 211.60'  |
| L27    | S 43°44'43" W | 251.76'  |
| L28    | S 43°44'43" W | 46.49'   |
| L29    | S 26°38'34" W | 334.50'  |

## SITE INFORMATION

SUBDIVISION AREA = 7.811 ACRES - 340,267 SQ. FT.

LOT 1 AREA = 2.076 ACRES - 90,430 SQ. FT.  
 LOT 2 AREA = 4.329 ACRES - 188,571 SQ. FT.  
 LOT 3 AREA = 1.406 ACRES - 61,266 SQ. FT.

| CURVE | RADIUS  | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|---------|------------|-------------|---------------|--------------|
| C1(R) | 500.00' | 377.03'    | ---         | ---           | ---          |
| C1(W) | 500.00' | 377.03'    | 43'12"16"   | N 67°53'49" W | 368.16'      |
| C2(R) | 500.00' | 122.26"    | 14'00"36"   | ---           | ---          |
| C2(W) | 500.00' | 122.30"    | 14'00"51"   | N 53°18'07" W | 121.99"      |
| C3    | 500.00' | 238.52'    | 27°19'59"   | N 73°58'32" W | 236.27'      |
| C4    | 500.00' | 16.21"     | 1°51'26"    | N 88°34'14" W | 16.21"       |
| C5    | 555.00' | 400.67'    | 41°21'47"   | N 66°57'17" W | 392.02'      |
| C6(R) | 555.00' | 49.00'     | 5°03'30"    | -----         | -----        |
| C6(W) | 555.00' | 49.03'     | 5°03'42"    | N 48°48'15" W | 49.02'       |
| C7    | 555.00' | 237.45'    | 24°30'50"   | N 63°35'30" W | 235.65'      |
| C8    | 555.00' | 114.18"    | 11°47'16"   | S 81°44'33" E | 113.98"      |
| C9    | 555.00' | 41.23'     | 4°15'24"    | N 89°12'24" W | 41.22'       |
| C10   | 555.00' | 7.80'      | 0°48'19"    | N 46°40'33" W | 7.80'        |



**FS23-0282**

**FINAL PLAT**  
**"REPLAT OF LOT 3, GRAND VILLAGE CENTER NORTH"**

 **ALLIANCE**  
**LAND SURVEYING, LLC**

7900 N. 70th AVENUE, SUITE 104 Phone: (623) 972-2200  
GLENDALE, AZ 85303 [construct@aazs.com](mailto:construct@aazs.com)  
[www.allianceandsurveying.com](http://www.allianceandsurveying.com)

|                      |                      |                       |
|----------------------|----------------------|-----------------------|
| <b>SHEET: 2 OF 2</b> | <b>DATE: 7-19-23</b> | <b>JOB NO: 230205</b> |
|----------------------|----------------------|-----------------------|





# FS23-0282 PLAT EXHIBIT



# **FS23-0282 Replat of Lot 3 Grand Village Center North - Final Plat**

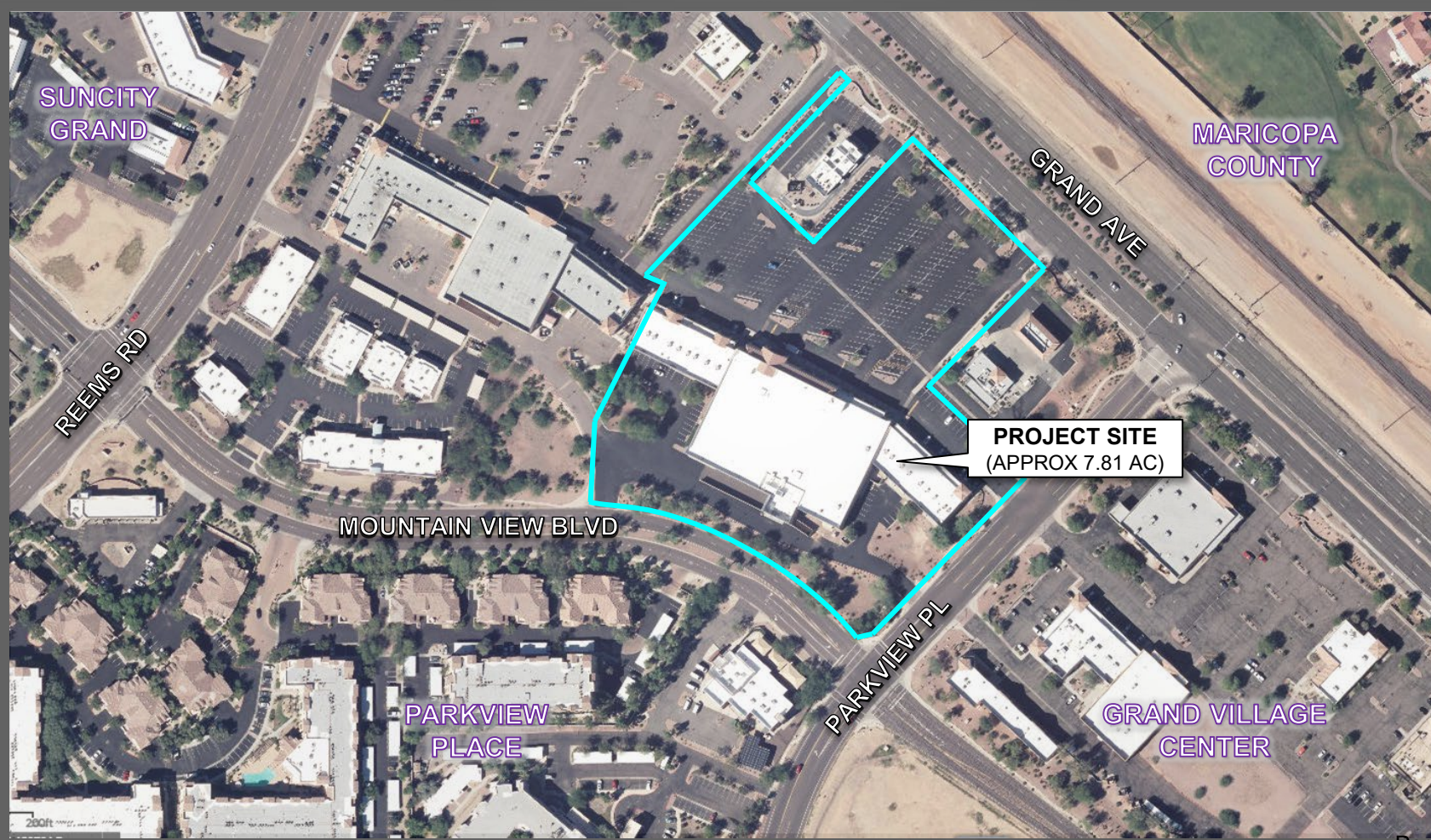
City Council  
August 15, 2023





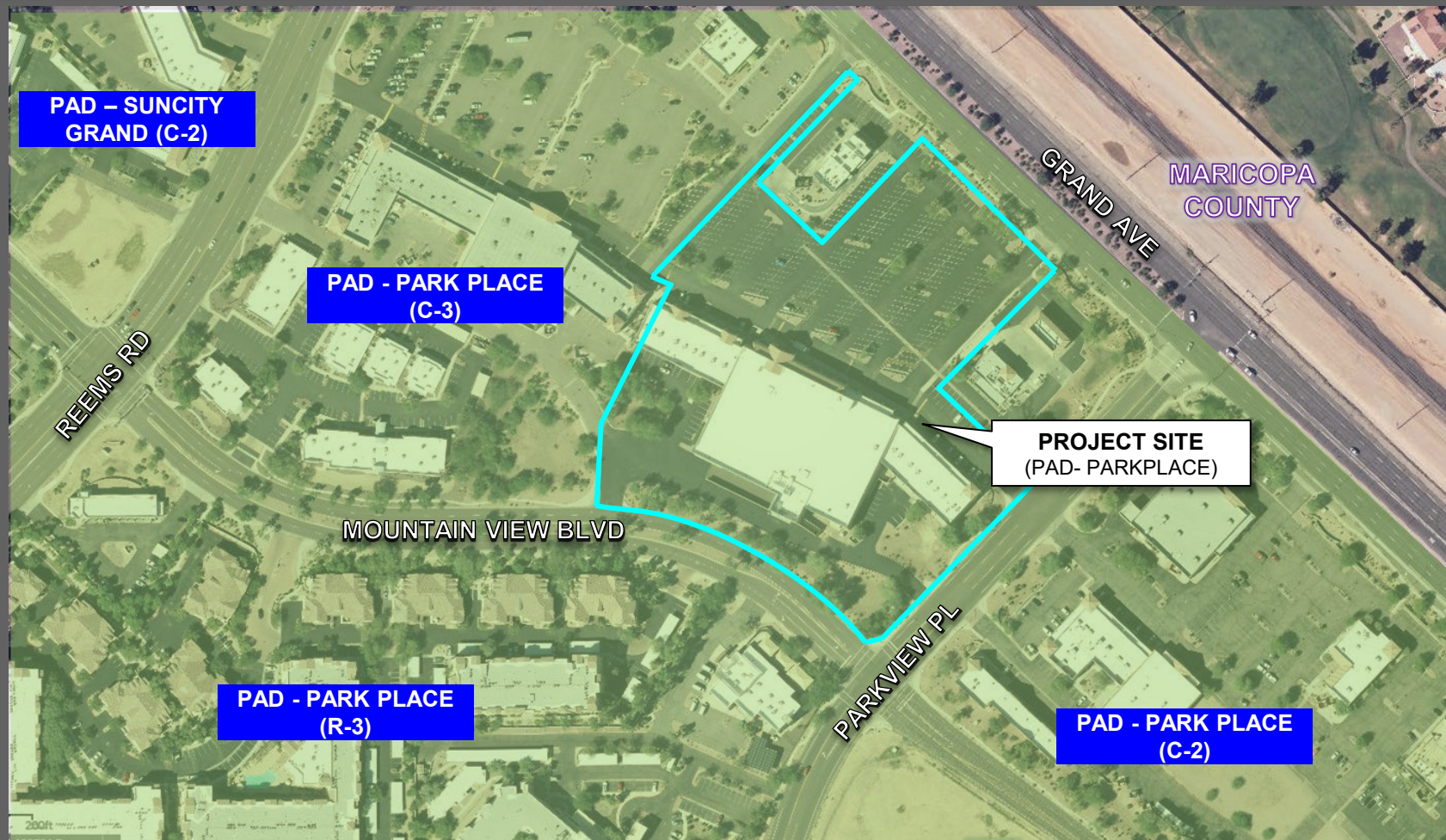
# FS23-0282 VICINITY MAP





# FS23-0282 VICINITY MAP









# FS23-0282 PLAT EXHIBIT





|     |                         |
|-----|-------------------------|
| —   | Lot Line                |
| (R) | See Reference Documents |
| (M) | Measured                |
| R/W | Right of Way            |

| MONUMENT TABLE |                                                                                  |
|----------------|----------------------------------------------------------------------------------|
| ①              | SW. COR. SEC. 28 - FIND BENT 5/8" REBAR NO. LD.                                  |
| ②              | S. 1/4 COR. SEC. 28 - FIND ALUMINUM CAP FLUSH                                    |
| ③              | FIND BRASS CAP FLUSH                                                             |
| ④              | FIND PK NAL & WASHES L.S. 45835 AS SHOWN ON (R3)                                 |
| ⑤              | NO MONUMENT FIND OR SET - CALC'D POSITION PER (R3)                               |
| ⑥              | NO MONUMENT FIND OR SET - CALC'D POSITION PER (R3) & FIND PROPERTY CORNERS       |
| ⑦              | FIND PK NAL & WASHES L.S. 41095 AS SHOWN ON (R2)                                 |
| ⑧              | FIND PK NAL & WASHES L.S. 41095                                                  |
| ⑨              | FIND 1/2" REBAR W/CAP L.S. 41095                                                 |
| ⑩              | FIND PK NAL & WASHES L.S. 31020 PER (R6)                                         |
| ⑪              | FIND 1/2" REBAR W/CAP L.S. 9087                                                  |
| ⑫              | FIND 1/2" REBAR W/CAP L.S. 41095, S. 4058'38" W. 0.61'<br>DO NOT DOUBLE MONUMENT |
| ⑬              | FIND 1/2" REBAR W/CAP L.S. 41095, S. 1638'21" W. 0.47'                           |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| 1    | N 40°12'30" E | 100.00   |
| 2    | S 89°15'00" W | 100.00   |
| 3    | S 89°15'00" W | 100.00   |
| 4    | S 43°45'00" E | 546.79   |
| 5    | S 43°45'00" E | 546.79   |
| 6    | S 85°05'00" W | 58.14    |
| 7    | N 46°17'15" E | 84.31    |
| 8    | N 46°17'15" E | 84.31    |
| 9    | N 02°20'00" E | 129.79   |
| 10   | N 02°20'00" E | 129.79   |
| 11   | S 79°01'00" E | 240.83   |
| 12   | S 79°01'00" E | 240.83   |
| 13   | N 63°57'30" E | 32.00    |
| 14   | N 63°57'30" E | 32.00    |
| 15   | S 43°45'00" E | 447.00   |
| 16   | N 43°45'00" E | 446.86   |
| 17   | N 43°45'00" E | 446.86   |
| 18   | N 43°45'00" E | 233.17   |
| 19   | N 43°45'00" E | 233.17   |
| 20   | N 43°45'00" E | 130.64   |
| 21   | N 43°45'00" E | 130.64   |
| 22   | N 43°45'00" E | 205.16   |
| 23   | N 43°45'00" E | 205.16   |
| 24   | N 43°45'00" E | 205.16   |
| 25   | N 43°45'00" E | 205.16   |
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| 98   | N 43°45'00" E | 205.16   |
| 99   | N 43°45'00" E | 205.16   |
| 100  | N 43°45'00" E | 205.16   |

LOT 1 AREA = 2.076 ACRES - 90,430 SQ. FT.  
LOT 2 AREA = 4.329 ACRES - 188,571 SQ. FT.  
LOT 3 AREA = 1.406 ACRES - 61,266 SQ. FT.

| CURVE | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|--------|------------|-------------|---------------|--------------|
| (17R) | 500.00 | 377.03     |             |               |              |
| (17M) | 500.00 | 377.03     | 4372.16°    | N 67°53.49' W | 368.16       |
| (17L) | 500.00 | 126.00     | 14369.99°   |               |              |
| (16M) | 500.00 | 126.00     | 14369.99°   |               |              |
| (16R) | 500.00 | 126.00     | 14369.99°   |               |              |
| (15M) | 500.00 | 238.52     | 2779.59     | N 73°58.32' W | 236.27       |
| (15L) | 500.00 | 16.27      | 183.90°     | N 89°44.74' W | 16.27        |
| (14M) | 500.00 | 16.27      | 183.90°     | N 89°44.74' W | 16.27        |
| (14L) | 500.00 | 16.27      | 183.90°     | N 89°44.74' W | 16.27        |
| (13M) | 554.00 | 49.00      | 5103.53°    |               |              |
| (13L) | 554.00 | 49.00      | 5103.53°    |               |              |
| (12M) | 554.00 | 49.00      | 5103.53°    |               |              |
| (12L) | 554.00 | 49.00      | 5103.53°    |               |              |
| (11M) | 554.00 | 49.00      | 5103.53°    |               |              |
| (11L) | 554.00 | 49.00      | 5103.53°    |               |              |
| (10M) | 554.00 | 49.00      | 5103.53°    |               |              |
| (10L) | 554.00 | 49.00      | 5103.53°    |               |              |
| (9M)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (9L)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (8M)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (8L)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (7M)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (7L)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (6M)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (6L)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (5M)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (5L)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (4M)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (4L)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (3M)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (3L)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (2M)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (2L)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (1M)  | 554.00 | 49.00      | 5103.53°    |               |              |
| (1L)  | 554.00 | 49.00      | 5103.53°    |               |              |



FS23-0282

FINAL PLAT  
REPLAT OF LOT 3, GRAND VILLAGE CENTER NORTH



SHEET: 2 OF 2 DATE: 6-24-23 JOB NO: 230205

# ES23-0282 FINAL PLAT



**SURPRISE**  
ARIZONA

# QUESTIONS OR COMMENTS?

Thank You



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 15, 2023

Contact Person: Seth Dyson, DIRECTOR - HSCV

Submitting Department: Human Svcs and Comm  
Vitality

District: Citywide

Staff Recommendations:

---

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

---

### **Agenda Wording:**

Consideration and action pertaining to the approval of a Contract for Services between the City of Surprise and the National Council on Aging, authorizing the City to accept grant funding in the amount of \$10,000 for the Vaccine Uptake Initiative and amending the Fiscal Year 2024 budget by moving budget authority of \$10,000 from General Contingency to Project G51760; Resolution #2023-109.

---

### **Motion:**

I move to approve Resolution #2023-109.

---

### **Background:**

The City of Surprise, through its Human Service & Community Vitality (HSCV) Department, applied for the National Council on Aging's Covid-19 and Influenza Vaccine Uptake Initiative grant in order to provide accessible vaccines to older adults and people with disabilities through the Surprise Senior Center.

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### **Objective Analysis:**

This action will allow the HSCV Department to be a host site for a vaccine outreach program at the Surprise Senior Center.

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### **Policy Compliant:**

This action is compliant with City and Council policies.

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### **Financial Impact:**

The grant award is a one-time, pre-paid grant of \$10,000 to be a vaccination host site for older adults and people with disabilities. An in-kind match is not required.

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### **Budget Impact:**

This action requires the movement of budget authority in the amount of \$10,000 from General Contingency to Project G51760 to cover expected expenditures. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

### **FTE Impact:**



None

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**ATTACHMENTS:**

1. SCVUI Contract Change Notification
  2. NCOA Contract for Services
  3. Res 2023-109 NCOA FY24
-



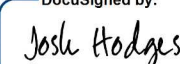
**Covid-19 and Influenza Vaccine Uptake Initiative:  
Agreement for Contracted Services  
Notice of Change in Contract Terms**

This notice relates your agreement NCOA to provide contracted services under the COVID-19 and Influenza Vaccine Uptake Initiative (attached). NCOA wishes to provide clarification of terms in the agreement which contained incorrect references to other sections of the contract. Sections 2 and 3 were intentionally omitted. The following section of the contract is modified as follows:

***10.07 Survival. The following provisions shall survive expiration or termination of this Agreement for any reason: Section 6 (Confidentiality) and 9 (Indemnification).***

All other terms of the contract remain unchanged. If you have any questions regarding this change, please contact Dianne Stone at [dianne.stone@ncoa.org](mailto:dianne.stone@ncoa.org) We continue to look forward to successful execution and outcome for this project.

Sincerely,

DocuSigned by:  


7EB25083ACFD412...

Josh Hodges

Chief Customer Officer

July 13, 2023

## Covid-19 and Influenza Vaccine Uptake Initiative: Agreement for Contracted Services

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This Agreement for Contracted Services (including all Exhibits and Schedules, the “Agreement”), is entered into by and between the **National Council On Aging, Inc.**, (hereinafter referred to as NCOA) and **City of Surprise**, (hereinafter referred to as CONTRACTOR). CONTRACTOR agrees to operate the project in accord with all clauses and exhibits included in this CONTRACT.

| FUNDER                                                                                              |                                                                           | CONTRACTOR                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| National Council on Aging<br>251 18 <sup>th</sup> Street, South<br>Suite 500<br>Arlington, VA 22202 |                                                                           | Name of Entity: City of Surprise<br><br>Address:<br>Street address 1: 15832 N. Hollyhock Street<br>Street address 2:<br>City, State ZIP: Surprise, AZ 85388 |
| CONTRACT PERIOD                                                                                     |                                                                           | Period of performance: 07/06/2023 to 04/30/2024                                                                                                             |
| Contract Amount                                                                                     |                                                                           | \$10,000                                                                                                                                                    |
| NCOA's<br>Federal<br>Source:                                                                        | Federal Award #:<br>90ADCI0008-01-05<br>Federal Award ID #:<br>90ADCI0008 | Agency Name:<br>Department of Health and Human Services, Administration For<br>Community Living (ACL)                                                       |
| Method of<br>Payment                                                                                | <u>One-time payment</u>                                                   | One payment – \$10,000 upon execution of this contract                                                                                                      |
| Approved for NCOA by:                                                                               |                                                                           | Approved for CONTRACTOR by:                                                                                                                                 |
| NAME: Josh Hodges                                                                                   |                                                                           | NAME:                                                                                                                                                       |
| TITLE: Chief Customer Officer                                                                       |                                                                           | TITLE:                                                                                                                                                      |
| SIGNATURE                                                                                           |                                                                           | SIGNATURE                                                                                                                                                   |
| DATE                                                                                                |                                                                           | DATE                                                                                                                                                        |



## RECITALS

WHEREAS, NCOA is a non-profit organization which educates, provides research and advocates for public policy issues to improve the lives of older Americans and wishes to engage Contractor to make available experts to perform certain services on behalf of NCOA as described in this Agreement;

WHEREAS, Contractor has expertise and experience in providing the services described in the attached Statement(s) of Work and has agreed to provide services to NCOA in its area of expertise.

WHEREAS, NCOA desires to retain the services of Contractor and Contractor desires to render such services on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of mutual promises and covenants set forth hereunder, the parties agree as follows:

### 1. Provision of Services by Contractor.

1.01 Services. Contractor agrees to perform for NCOA the services described in the Statement(s) of Work attached hereto and made a part hereof referencing this Agreement (each, a “SOW”) as may be mutually agreed upon and signed by both parties. Such services, including without limitation, any deliverables and work product to be furnished by Contractor, are hereinafter referred to as the “Services.” SOW Number 1 is attached hereto as Exhibit A.

1.02 Fees and Expenses. As compensation for the Services, NCOA will pay to Contractor the fees set forth in the applicable SOW. Payment terms will be as described in each SOW.

1.03 Taxes. Contractor will pay any and all Federal, state, local or foreign sales, excise, service, use, value-added and other governmental taxes or assessments, however designated, with respect to the Services, payments hereunder or otherwise arising out of this Agreement (collectively, “Taxes”). **NCOA will not withhold any funds from Contractor for Taxes or other governmental purposes.**

1.04 Contractor Responsibilities.

i. Contractor shall perform Services diligently and in a workmanlike manner in accordance with industry standards and will use its reasonable commercial efforts to meet the needs and requirements of NCOA.

ii. Contractor shall manage the work of all staff retained on its behalf to perform Services and shall provide all equipment, materials and supplies to its personnel assigned to perform Services hereunder at its expense.

iii. Contractor shall perform the Services in conformance with all applicable laws, rules, and regulations relating to performance of the Services and all requirements set forth in any SOW.

v.

### 4. Examinations

4.01 Audits, Inspections and Inquiries. In the event Contractor is notified of any regulatory inspection or other audit or inquiry that relates to any Services provided under this Agreement, Contractor shall: (a) promptly notify NCOA of any such inspection or inquiry; (b) forward to NCOA copies of any

correspondence from the regulatory agency relating to any such inspection or inquiry; and (c) seek the applicable Client's consent before referring to any Client in any correspondence responding or relating to any such regulatory inspection or inquiry (or related regulatory correspondence).

## **5. Term and Termination**

5.01 Term. This Agreement shall commence on the Effective Date and continue until April 30, 2024, unless terminated earlier in accordance with the provisions of this Section 5 (the "Initial Term").

5.02 Termination for Material Breach. In the event either party defaults in any material obligation in this Agreement, the non-defaulting party shall give written notice of such default. If the party in default has not cured the default within thirty (30) days of receipt of the notice, the non-defaulting party may terminate this Agreement by delivering notice thereof to the defaulting party.

5.03 Termination for Insolvency. In the event that either party becomes insolvent (i.e., becomes unable to pay its debts in the ordinary course of business as they come due) or makes assignment of this Agreement for the benefit of creditors, the other party may terminate this Agreement immediately upon written notice.

5.04 Termination for Convenience. Unless otherwise provided in a SOW, NCOA may terminate this Agreement or any SOW upon at least thirty (30) days advance written notice to Contractor.

**5.05 Effect of Termination. Termination or expiration of this Agreement shall automatically terminate all services provided, and licenses granted, by the parties hereunder. NCOA shall be liable for any fees and expenses incurred by Contractor prior to the effective date of termination.**

## **6. Confidentiality.**

6.01 Confidential Information. During the term of this Agreement, each party may receive or have access to information that is confidential or proprietary to the other party (the "Confidential Information"). Confidential Information shall mean sensitive or proprietary materials and information, in whatever form, written, oral or otherwise, and shall include, but shall not be limited to (i) the distinctive methods or procedures which a party utilizes in the conduct of its business, (ii) each party's existing or future business models, relationships, plans, products and services marketed or planned to be marketed by such party; (iii) information relating to a party's general business operations, including but not limited to, sales, costs, profits, organizations, promotions, leads, ideas and methods and pricing structures; (iv) the terms and pricing under this Agreement, (v) a party's business processes and strategies, (vi) all Client information and data, including personally-identifiable information provided by Clients and (vii) all information clearly identified by a party as confidential. Confidential information shall not include information that, as evidenced by documentary evidence: (a) is or becomes generally available to the public through no act or omission of the receiving party or its personnel; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the disclosing party either directly or indirectly from the disclosing party or from a third party who such party knows or should know is under an obligation of confidentiality with NCOA; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party without reference to the Confidential Information; or (e) is obligated to be disclosed by court order or government requirement. For purposes of this Agreement, a "Client" of NCOA means any business partner (including any corporation, partnership, governmental organization, joint venture, health plan, educational institution, not-for-profit organization, community senior center and other party with whom NCOA engages in any business transaction), business associate and any party that provides information to NCOA, including members of the general public.

6.02 Nondisclosure. Each party agrees to hold the other party's Confidential Information in confidence during the term of this Agreement and at all times after termination or expiration of this Agreement. The parties agree not to make the Confidential Information available in any form to any third party (provided that Contractor may make the terms and pricing of this Agreement available to auditors and legal counsel who are bound by confidentiality obligations with respect thereto) or to use the Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement. Within thirty (30) days after any request made from time to time by the disclosing party, the receiving party shall return to the disclosing party, or at the disclosing party's direction destroy, and certify to the disclosing party in writing that the original and all copies, in whole or in part, of the Confidential Information have been returned to the disclosing party or destroyed. If a party is compelled to disclose any of the Confidential Information by court order or government regulation, it will disclose only that portion thereof which it is compelled to disclose and shall reasonably cooperate with the disclosing party's efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed. Each party shall promptly inform the other party in the event such party learns of any disclosure of Confidential Information.

## **7. Warranties.**

7.01 Services Warranties. Contractor warrants that (i) the Services shall be performed by qualified personnel in a good and workmanlike manner with due care and diligence consistent with industry standards; (ii) Contractor and its representatives shall perform the Services in conformance with all applicable laws, rules and regulations relating to performance of the Services.

7.03 Debarment. Contractor represents, warrants and covenants that all times during the Term, Contractor and each of Contractor's officers and directors, employees and other personnel assigned to perform Services: (i) are not presently listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549; (ii) have not, within a three (3) year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against it or them for commission of fraud or a criminal offense; (iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the foregoing offenses; and (iv) have not within the preceding three (3) years had one or more public transactions (Federal, State, or local) terminated for cause or default.

7.04 Mutual Warranties. Each party represents and warrants to the other party that: (i) such party has sufficient rights, power and authority to execute and deliver this Agreement and perform its obligations hereunder and has taken all necessary corporate and other action to authorize the execution and delivery of this Agreement; (ii) execution and performance of each party's respective obligations under this Agreement will not result in a breach of or conflict with any other agreement to which such party is a party or is bound; (iii) this Agreement is and shall be the legal, valid, and binding obligation of such party and shall be enforceable in accordance with its terms; and (iv) such party will comply with all applicable privacy or data protection statutes, rules or regulations governing the respective activities of that party.

7.05 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND TO MAXIMUM THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES MAKE NO, AND

HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY OR SATISFACTORY QUALITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; OR (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

7.07 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.08 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) [3.908](#).

The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in section FAR [3.908](#).

## **8. Disclaimers of Damage and Limitations of Liability.**

8.01 Disclaimer of Certain Damages: IN NO EVENT SHALL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, LICENSORS, SERVICE PROVIDERS AND CONSULTANTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY, OR HAS CONSTRUCTIVE KNOWLEDGE, OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. NO THIRD PARTY SHALL BE DEEMED A THIRD PARTY BENEFICIARY OF THIS AGREEMENT.

8.02 Exclusions. The limitations and disclaimers in this Section 8 shall not apply with respect to: (a) either party’s liability for infringement of the other party’s or a third party’s proprietary rights; (b) either party’s liability for damage to or destruction of tangible personal property or real property; (c) either party’s liability for breach of its privacy and confidentiality obligations.



## 9. Indemnification.

9.01 Indemnification. Each Party will, indemnify and hold harmless the other Party, and its respective officers, directors, employees and representatives from and against any costs, claims, demand, lawsuits, actions, causes of action, liabilities, penalties, losses and expenses (including reasonable counsel fees) arising from (i) any breach of this Agreement (including the terms and conditions of any Exhibit or Addendum) by the Indemnifying Party of its representatives, except to the extent that such claims, damages, losses, liabilities, judgments, settlements, costs and expenses are caused by negligence or intentional misconduct of the Indemnified Party. The Indemnified Party shall notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party's expense.

## 10. General.

10.01 Independent Contractors. NCOA and Contractor are independent parties and this Agreement shall not be construed to create an employment, agency, partnership or joint venture relationship between the parties. **The status of Contractor and Contractor's personnel will be that of independent contractors and not that of an employee or agent of NCOA.** Accordingly, Contractor recognizes and agrees that neither Contractor nor Contractor's personnel are eligible to participate in any employee welfare or other benefit plans, however characterized, maintained by NCOA and shall not be entitled to unemployment compensation at the termination or expiration of this Agreement or any SOW. Contractor agrees to assume all responsibility and liability for any and all federal and state employers' liability, workers' compensation, social security and unemployment insurance requirements with respect to Contractor and Contractor's personnel. Contractor agrees to pay and report (or require to be paid and reported) all federal, state and local income, employment and payroll withholding taxes and other governmental taxes or charges for personnel rendering Services, including, without limitation, federal and state income tax withholding, FICA, FUTA, SDI, and state payroll taxes, as may be applicable.

110.03 Assignment. Contractor understands that Contractor has been selected by NCOA to perform the Services on the basis of Contractor's unique qualifications, experience and skills. Accordingly, Contractor agrees that Contractor cannot assign any this Agreement or portion of Contractor's performance under this Agreement without the prior written consent of NCOA.

10.04 Costs and Expenses. Except as set forth in this Agreement, each party shall pay all its own costs and expenses in the performance of its obligations under this Agreement.

10.05 Waiver. The failure of either party to enforce any of the provisions of this Agreement shall not constitute a waiver of the provisions or of the right of the party to enforce each and every provision contained in this Agreement.

10.06 Severability. If any provision of this Agreement for any reason shall be declared void, illegal, invalid or unenforceable in whole or in part, such provision shall be severable from all other provisions herein and shall not affect or impair the validity or enforceability of any other provisions of this Agreement.

10.07 Survival. The following provisions shall survive expiration or termination of this Agreement for any reason: Sections 1.05(iv) and (vi) (maintenance of records; privacy); 2 (Ownership); 6 (Confidentiality); and 9 (Indemnification).

10.08 Force majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its reasonable control.

Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, earthquakes, riots, terrorism, strikes, blackouts, wars or war operations, restraints of government, utility or communications failures, computer malfunctions and equipment failure, computer hackers, telecommunications slow-downs or failure, or other causes which could not with reasonable diligence be controlled or prevented by the party.

10.09 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the federal laws of the United States and the laws of the State of Delaware, without regard to its conflicts of laws rules. Each party hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in the Commonwealth of Virginia for any action arising under this Agreement.

10.10 Injunctive Relief. The parties acknowledge that violations of Sections 1.05(vi) and 6 of this Agreement may result in irreparable harm to the non-violating party for which remedies other than injunctive relief may be inadequate, and that the non-violating party shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such unauthorized acts in addition to other appropriate remedies. In the event of any claimed breach of any provisions of this Agreement, and in the event a party requests any injunctive relief or other relief in equity to stop or enjoin any act or acts by the other party, the parties agree that should such relief be granted by any court, that the requesting party shall not be required to post any bond or other surety as a pre-condition to such relief being granted and enacted.

10.11 Notices. All notices and demands under this Agreement shall be in writing and shall be sufficient if sent by fax, registered mail or courier service in English, in each instance with confirmation of receipt, to the other party at its address given below, or at another address designated by such party in writing at a later time. A notice shall be deemed given on the date it was received.

Contractor:  
City of Surprise  
15832 N. Hollyhock Street  
Surprise, AZ 85388

NCOA:  
Chief Customer Officer  
National Council on Aging  
251 18th Street South, Suite 500  
Arlington, VA 22202

10.12 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties regarding the subject matter hereof, and supersedes all prior negotiations, agreements and representations regarding the subject matter hereof. There are no other agreements or representations not set forth herein. The Agreement shall not be modified except by a written instrument, signed by an authorized representative of both parties.

10.13 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts. The exchange of a fully executed Agreement, in counterparts or otherwise, by facsimile or electronic scanning shall be sufficient to bind the parties to the terms and conditions of the Agreement.

## EXHIBIT A

### Statement of Work No. 1

This Statement of Work No. 1 (“Statement of Work”) is entered into by and between NCOA and Contractor under a certain Agreement for Contracted Services dated as of July 6, 2023 (the “Agreement”), and is incorporated by reference into and made a part of the Agreement. Any capitalized terms not defined in this Statement of Work shall have the meaning set forth in the Agreement.

1. **Statement of Work Effective Date: July 6, 2023**

2. **Scope of Services:**

The purpose of this contract is for Contractor to provide services related to COVID-19 and flu vaccine outreach and vaccinations to older adults and people with disabilities in its catchment area. Specifically, Contractor will:

- Provide a minimum of 100 vaccinations to older adults and/or people with disabilities. Vaccinations must be either COVID-19 or flu, or a combination of both. (Contractor may offer additional vaccinations, but only COVID-19 and flu vaccines will be counted toward the goals of this agreement.)
- Attend required onboarding and regular technical assistance meetings held by NCOA staff.
- Use NCOA-branded templates for marketing and outreach materials.
- Send vaccination data to NCOA. NCOA will supply a template for the vaccination data. Data is expected to include type of vaccination administered and date of vaccination.
- Provide composite demographic data of members/participants served in catchment area.
- OPTIONAL: Report one vaccine success story to NCOA.

3. **Target Completion Date:** All Services will be completed by April 30, 2024. The following deliverables shall be completed on or before the target completion date of this agreement:

- 100 vaccinations administered to older adults and/or people with disabilities.
- Data on vaccinations administered sent to NCOA upon completion of required 100 vaccinations and at the end of the project period.
- Attendance at mandatory onboarding and technical assistance meetings.

4. **Fees and Payment Terms:**

a. Fees/ Payment Terms:

NCOA has retained Contractor to perform the Services for a total amount of \$10,000. The Contractor will not be paid until after receipt of this Agreement, signed by both parties, and a completed W-9 form. Once all documentation is complete, Contractor will be paid in full.

5. **Reporting Requirements:**

Contractor will provide vaccination data to NCOA per the scope of work and deliverables above.

6. **Other Assumptions/ Project Terms:**

Contractor will sign an attestation that confirms both its not-for-profit status and that it has not received other funding from NCOA or US Aging under their respective vaccine initiatives funded by ACL.

**Please Initial:**

**Contractor:** \_\_\_\_\_

**NCOA:** \_\_\_\_\_



## RESOLUTION # 2023-109

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING THE AGREEMENT FOR CONTRACTED SERVICES BETWEEN THE CITY OF SURPRISE AND THE NATIONAL COUNCIL ON AGING; AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$10,000 FOR THE VACCINE OUTREACH INITIATIVE; AND AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$10,000 FROM GENERAL CONTINGENCY TO PROJECT G51760.**

**WHEREAS**, the City of Surprise, through its Human Service & Community Vitality Department, applied for a grant from the National Council on Aging;

**WHEREAS**, the City desires to enter into a Contract for Services with the National Council on Aging for the purpose of receiving a grant for \$10,000 to support the vaccine outreach initiative to older adults and people with disabilities;

**WHEREAS**, the FY2024 budget was adopted by Council Resolution #2023-85 on June 6, 2023;

**WHEREAS**, this action will necessitate a budget amendment; and

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

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

**Section 1.** That the statements and schedules attached as ***Exhibit A*** and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2023 through June 30, 2024.

**Section 2.** That the City of Surprise is authorized to accept a grant in the amount of \$10,000 from the National Council on Aging.

**Section 3.** That the Contract for Services between the National Council on Aging and the City of Surprise, attached as ***Exhibit B***, is hereby approved.

**Section 4.** The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Kristi Passarelli, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

**RESOLUTION 2023-109**  
**EXHIBIT A**

1. Appropriation – The allocations below represent the movement of budget authority in the amount of \$10,000 from General Contingency to project G51760 to cover projected revenue and expenditures associated with the vaccine outreach initiative in older adults and people with disabilities.

| <b>Fund</b>          | <b>Department</b>               | <b>Project/Category</b>                        | <b>Rev/<br/>Exp</b> | <b>Current<br/>Budget</b> | <b>Increase/<br/>(Decrease)</b> | <b>Amended<br/>Budget</b> |
|----------------------|---------------------------------|------------------------------------------------|---------------------|---------------------------|---------------------------------|---------------------------|
| Grants               | Human Svcs and<br>Comm Vitality | #G51760 FY24 NCOA<br>Vaccine Uptake Initiative | E                   | -                         | 10,000                          | 10,000                    |
| Grants               | Human Svcs and<br>Comm Vitality | #G51760 FY24 NCOA<br>Vaccine Uptake Initiative | R                   | -                         | 10,000                          | 10,000                    |
| Contingency          | General Operations              | Contingency                                    | E                   | 80,327,100                | (10,000)                        | 80,317,100                |
| Contingency          | General Operations              | Other                                          | R                   | 80,794,300                | (10,000)                        | 80,784,300                |
| <b>Expense Total</b> |                                 |                                                |                     | <b>80,327,100</b>         | <b>-</b>                        | <b>80,327,100</b>         |
| <b>Revenue Total</b> |                                 |                                                |                     | <b>80,794,300</b>         | <b>-</b>                        | <b>80,794,300</b>         |

**RESOLUTION 2023-109**  
**EXHIBIT B**

Agreement for Contracted Services





## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 15, 2023  
Submitting Department: Police  
Staff Recommendations:

Contact Person:  
District: Citywide

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

---

### **Agenda Wording:**

Consideration and action pertaining to acceptance of a grant in the amount of \$1,223.82 from the Office of Justice Programs Patrick Leahy Bulletproof Vest Partnership and amending the Fiscal Year 2024 budget by moving budget authority in the amount of \$1,300 from General Contingency to project G31042; Resolution #2023-104.

### **Motion:**

I move to approve Resolution #2023-104.

### **Background:**

The Surprise Police Department has been awarded \$1,223.82 from the Office of Justice Programs Patrick Leahy Bulletproof Vest Partnership. The Office of Justice Programs is a federal agency that provides federal leadership, grants, training, technical assistance, and other resources to improve the nation's capacity to prevent and reduce crime, assist victims, and enhance the rule of law by strengthening the criminal and juvenile justice systems. Its six program offices support state and local crime-fighting efforts. The grant funding will be utilized to purchase bulletproof vests.

### **Objective Analysis:**

The City desires to accept the FFY 2021 grant funding from the Office of Justice Programs-Patrick Leahy Bulletproof Vest Partnership for the purchase of bulletproof vests.

### **Policy Compliant:**

This action is consistent with City and Council Policy.

### **Financial Impact:**

This one-time grant funding is to be used solely for the purchase of two bulletproof vests. There is a match requirement of 50% that will be covered from the Police Department's operating budget.

### **Budget Impact:**

The FY2024 adopted budget did not include appropriations for revenue and expenses related to the Office of Justice Programs Patrick Leahy Bulletproof Vest Partnership grant award. Acceptance of this grant will require a reallocation of \$1,300 from General Contingency to Project G31042. This action

represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

**FTE Impact:**

The number of full-time equivalents (FTE) is not impacted by this action.

---

**ATTACHMENTS:**

1. fy2021-bvp-awards (1)
  2. 23.08.07 Res 2023-104\_Final
-

**FY 2021 BVP Awards**

| <b>State</b> | <b>Jurisdiction Name (City)</b>         | <b>BVP Funding Amount</b> |
|--------------|-----------------------------------------|---------------------------|
| AK           | ALASKA                                  | \$21,627.16               |
| AK           | ANCHORAGE MUNICIPALITY                  | \$23,187.61               |
| AK           | DILLINGHAM CITY                         | \$903.50                  |
| AK           | FAIRBANKS CITY                          | \$6,000.00                |
| AK           | JUNEAU CITY AND BOROUGH                 | \$6,183.00                |
| AK           | KENAI CITY                              | \$2,314.75                |
| AK           | NORTH SLOPE BOROUGH                     | \$8,736.00                |
| AK           | PALMER CITY                             | \$5,154.50                |
| AK           | PETERSBURG CITY                         | \$2,180.50                |
| AK           | SITKA CITY AND BOROUGH                  | \$2,312.50                |
| AK           | SOLDOTNA CITY                           | \$2,287.50                |
|              | <b>Totals for AK(11 Jurisdictions):</b> | <b>\$80,887.02</b>        |
| AL           | ALABAMA                                 | \$38,288.25               |
| AL           | ALABASTER CITY                          | \$3,673.26                |
| AL           | ALBERTVILLE CITY                        | \$2,220.00                |
| AL           | ANDALUSIA CITY                          | \$2,275.00                |
| AL           | ANNISTON CITY                           | \$4,581.50                |
| AL           | ATHENS CITY                             | \$2,250.00                |
| AL           | AUBURN CITY                             | \$4,093.13                |
| AL           | AUTAUGA COUNTY                          | \$6,090.00                |
| AL           | BARBOUR COUNTY                          | \$6,452.50                |
| AL           | BESSEMER CITY                           | \$8,487.50                |
| AL           | BIRMINGHAM CITY                         | \$11,109.98               |
| AL           | CALERA CITY                             | \$3,900.00                |
| AL           | COTTONWOOD TOWN                         | \$437.50                  |
| AL           | CREOLA TOWN                             | \$3,298.50                |
| AL           | CULLMAN COUNTY                          | \$2,975.00                |
| AL           | DE KALB COUNTY                          | \$6,168.00                |
| AL           | DECATUR CITY                            | \$14,651.00               |
| AL           | DEMOPOLIS CITY                          | \$3,641.00                |
| AL           | ENTERPRISE CITY                         | \$3,749.95                |
| AL           | FAIRHOPE CITY                           | \$1,755.00                |
| AL           | FLORENCE CITY                           | \$13,061.00               |
| AL           | FOLEY CITY                              | \$5,107.50                |
| AL           | GARDENDALE CITY                         | \$2,362.50                |
| AL           | HALEYVILLE CITY                         | \$2,600.00                |
| AL           | HARTFORD CITY                           | \$2,277.00                |
| AL           | HEADLAND CITY                           | \$2,992.50                |
| AL           | HENRY COUNTY                            | \$2,217.50                |
| AL           | HOOVER CITY                             | \$17,458.93               |
| AL           | HUEYTOWN CITY                           | \$2,850.00                |
| AL           | IRONDALE CITY                           | \$3,399.50                |
| AL           | JACKSON CITY                            | \$1,747.50                |
| AL           | JASPER CITY                             | \$11,075.00               |

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|----|-----------------------------------------|---------------------|
| AL | LEE COUNTY                              | \$1,863.27          |
| AL | LOWNDES COUNTY                          | \$11,224.50         |
| AL | MADISON COUNTY                          | \$4,599.88          |
| AL | MIDFIELD CITY                           | \$1,912.50          |
| AL | MOBILE CITY                             | \$1,028.78          |
| AL | MOBILE COUNTY                           | \$7,622.53          |
| AL | MONTGOMERY COUNTY                       | \$7,569.51          |
| AL | MORGAN COUNTY                           | \$2,208.61          |
| AL | MOUNTAIN BROOK CITY                     | \$3,600.00          |
| AL | NORTHPORT CITY                          | \$5,592.00          |
| AL | OPELIKA CITY                            | \$9,105.00          |
| AL | ORANGE BEACH CITY                       | \$17,087.72         |
| AL | PELHAM CITY                             | \$10,275.00         |
| AL | PELL CITY                               | \$2,400.00          |
| AL | PHENIX CITY                             | \$7,735.00          |
| AL | PRATTVILLE CITY                         | \$4,492.50          |
| AL | RAINBOW CITY                            | \$3,157.00          |
| AL | RAINSVILLE CITY                         | \$2,875.50          |
| AL | RIVER FALLS TOWN                        | \$2,246.50          |
| AL | ROBERTSDALE CITY                        | \$6,000.00          |
| AL | RUSSELLVILLE CITY                       | \$2,029.50          |
| AL | SARALAND CITY                           | \$4,927.00          |
| AL | SCOTTSBORO CITY                         | \$3,915.00          |
| AL | SPANISH FORT CITY                       | \$2,537.00          |
| AL | TALLAPOOSA COUNTY                       | \$2,436.00          |
| AL | TALLASSEE CITY                          | \$800.00            |
| AL | THOMASVILLE CITY                        | \$4,974.00          |
| AL | TROY CITY                               | \$6,198.90          |
| AL | TRUSSVILLE CITY                         | \$3,495.00          |
| AL | TUSCALOOSA CITY                         | \$1,961.94          |
| AL | TUSCUMBIA CITY                          | \$4,350.00          |
| AL | VESTAVIA HILLS CITY                     | \$12,104.50         |
| AL | WETUMPKA CITY                           | \$2,835.00          |
|    | <b>Totals for AL(65 Jurisdictions):</b> | <b>\$362,405.64</b> |
| AR | ALMA CITY                               | \$2,028.16          |
| AR | ARKANSAS                                | \$10,463.52         |
| AR | AUSTIN TOWN                             | \$2,346.47          |
| AR | BENTON CITY                             | \$11,780.56         |
| AR | BENTON COUNTY                           | \$16,534.65         |
| AR | BERRYVILLE CITY                         | \$1,300.95          |
| AR | CABOT CITY                              | \$2,357.06          |
| AR | CAMMACK VILLAGE CITY                    | \$950.00            |
| AR | CLEBURNE COUNTY                         | \$643.83            |
| AR | CROSS COUNTY                            | \$4,684.49          |
| AR | DARDANELLE CITY                         | \$2,392.78          |
| AR | FAYETTEVILLE CITY                       | \$11,999.70         |
| AR | FORT SMITH CITY                         | \$12,258.54         |

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|----|-----------------------------------------|---------------------|
| AR | GARLAND COUNTY                          | \$10,400.00         |
| AR | GENTRY CITY                             | \$1,502.65          |
| AR | GRAVETTE CITY                           | \$2,288.25          |
| AR | HEBER SPRINGS CITY                      | \$3,673.00          |
| AR | HOPE CITY                               | \$3,151.50          |
| AR | HOT SPRINGS CITY                        | \$20,183.00         |
| AR | INDEPENDENCE COUNTY                     | \$9,893.88          |
| AR | JACKSONVILLE CITY                       | \$8,379.79          |
| AR | JONESBORO CITY                          | \$46,075.00         |
| AR | LAFAYETTE COUNTY                        | \$926.53            |
| AR | LOGAN COUNTY                            | \$1,525.00          |
| AR | MAGNOLIA CITY                           | \$2,663.16          |
| AR | MAUMELLE CITY                           | \$4,074.42          |
| AR | MAYFLOWER CITY                          | \$4,945.50          |
| AR | MILLER COUNTY                           | \$1,982.88          |
| AR | MISSISSIPPI COUNTY                      | \$17,570.50         |
| AR | MOUNTAIN HOME CITY                      | \$3,666.60          |
| AR | MOUNTAIN VIEW CITY                      | \$296.71            |
| AR | OZARK CITY                              | \$1,554.43          |
| AR | PIGGOTT CITY                            | \$2,062.50          |
| AR | PIKE COUNTY                             | \$2,815.00          |
| AR | POCAHONTAS CITY                         | \$1,248.30          |
| AR | POLK COUNTY                             | \$486.78            |
| AR | ROGERS CITY                             | \$2,400.00          |
| AR | RUSSELVILLE CITY                        | \$11,745.64         |
| AR | SEARCY CITY                             | \$4,181.46          |
| AR | SHERWOOD CITY                           | \$19,396.25         |
| AR | SPRINGDALE CITY                         | \$19,057.50         |
| AR | TEXARKANA CITY                          | \$7,229.61          |
| AR | TONTITOWN CITY                          | \$2,958.00          |
| AR | VAN BUREN CITY                          | \$6,215.76          |
| AR | WALDRON CITY                            | \$2,970.00          |
| AR | WEST MEMPHIS CITY                       | \$17,720.00         |
| AR | WHITE HALL CITY                         | \$465.32            |
| AR | WYNNE CITY                              | \$1,525.00          |
|    | <b>Totals for AR(48 Jurisdictions):</b> | <b>\$326,970.63</b> |
| AZ | APACHE COUNTY                           | \$8,169.94          |
| AZ | APACHE JUNCTION CITY                    | \$8,391.00          |
| AZ | ARIZONA                                 | \$61,325.94         |
| AZ | AVONDALE CITY                           | \$11,100.00         |
| AZ | BISBEE CITY                             | \$2,825.92          |
| AZ | BUCKEYE TOWN                            | \$12,500.00         |
| AZ | BULLHEAD CITY                           | \$3,500.00          |
| AZ | CASA GRANDE CITY                        | \$5,446.00          |
| AZ | CHANDLER CITY                           | \$15,368.67         |
| AZ | CLIFTON TOWN                            | \$1,106.61          |
| AZ | EAGAR TOWN                              | \$827.45            |



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|----|-----------------------------------------|---------------------|
| AZ | EL MIRAGE CITY                          | \$10,389.83         |
| AZ | FLAGSTAFF CITY                          | \$14,708.85         |
| AZ | FLORENCE TOWN                           | \$3,404.98          |
| AZ | GLENDALE CITY                           | \$4,130.39          |
| AZ | GRAHAM COUNTY                           | \$1,370.17          |
| AZ | KINGMAN CITY                            | \$3,600.00          |
| AZ | LA PAZ COUNTY                           | \$7,080.00          |
| AZ | MARANA TOWN                             | \$3,784.95          |
| AZ | MOHAVE COUNTY                           | \$5,168.49          |
| AZ | NOGALES CITY                            | \$20,000.00         |
| AZ | ORO VALLEY TOWN                         | \$4,259.89          |
| AZ | PAGE CITY                               | \$3,703.15          |
| AZ | PARKER TOWN                             | \$1,309.35          |
| AZ | PAYSON TOWN                             | \$4,230.00          |
| AZ | PEORIA CITY                             | \$13,988.91         |
| AZ | PINETOP-LAKESIDE TOWN                   | \$1,509.43          |
| AZ | PRESCOTT CITY                           | \$7,924.44          |
| AZ | PRESCOTT VALLEY TOWN                    | \$8,300.00          |
| AZ | SAFFORD CITY                            | \$4,876.61          |
| AZ | SAHUARITA TOWN                          | \$11,941.35         |
| AZ | SANTA CRUZ COUNTY                       | \$7,401.53          |
| AZ | SHOW LOW CITY                           | \$9,492.08          |
| AZ | SIERRA VISTA CITY                       | \$8,800.00          |
| AZ | ST JOHNS CITY                           | \$2,332.23          |
| AZ | SURPRISE CITY                           | \$1,223.82          |
| AZ | WICKENBURG TOWN                         | \$2,782.97          |
| AZ | WILLIAMS CITY                           | \$3,550.00          |
| AZ | YAVAPAI APACHE NATION                   | \$7,045.53          |
| AZ | YUMA CITY                               | \$30,816.11         |
|    | <b>Totals for AZ(40 Jurisdictions):</b> | <b>\$339,686.59</b> |
| CA | ALAMEDA CITY                            | \$18,807.27         |
| CA | ALAMEDA COUNTY                          | \$100,620.79        |
| CA | ALBANY CITY                             | \$2,256.38          |
| CA | AMADOR COUNTY                           | \$13,154.00         |
| CA | ANDERSON CITY                           | \$867.39            |
| CA | ANGELS CITY                             | \$730.00            |
| CA | ANTIOCH CITY                            | \$6,596.74          |
| CA | ARCADIA CITY                            | \$5,962.15          |
| CA | ARCATA CITY                             | \$2,250.00          |
| CA | ARROYO GRANDE CITY                      | \$6,535.00          |
| CA | AZUSA CITY                              | \$8,530.50          |
| CA | BANNING CITY                            | \$3,223.36          |
| CA | BARSTOW CITY                            | \$3,060.12          |
| CA | BEAUMONT CITY                           | \$3,785.45          |
| CA | BELL GARDENS CITY                       | \$8,530.00          |
| CA | BELLFLOWER CITY                         | \$8,207.01          |
| CA | BELMONT CITY                            | \$2,433.96          |

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|----|-----------------------------|----------------|
| CA | BEVERLY HILLS CITY          | \$7,045.68     |
| CA | BISHOP CITY                 | \$2,612.57     |
| CA | BLYTHE CITY                 | \$4,338.99     |
| CA | BREA CITY                   | \$4,209.00     |
| CA | BRENTWOOD CITY              | \$3,640.18     |
| CA | BRISBANE CITY               | \$411.54       |
| CA | BUENA PARK CITY             | \$7,848.16     |
| CA | BURLINGAME CITY             | \$3,300.50     |
| CA | CALAVERAS COUNTY            | \$16,542.23    |
| CA | CALIFORNIA                  | \$1,338,788.37 |
| CA | CALIFORNIA CITY             | \$918.20       |
| CA | CATHEDRAL CITY              | \$3,000.00     |
| CA | CERES CITY                  | \$8,819.27     |
| CA | CHINO CITY                  | \$8,841.30     |
| CA | CHOWCHILLA CITY             | \$3,963.31     |
| CA | CHULA VISTA CITY            | \$13,458.54    |
| CA | CITRUS HEIGHTS CITY         | \$13,414.88    |
| CA | CLAREMONT CITY              | \$4,164.19     |
| CA | CLAYTON CITY                | \$3,363.62     |
| CA | CLEARLAKE CITY              | \$1,898.44     |
| CA | CLOVERDALE CITY             | \$5,200.00     |
| CA | CLOVIS UNIF SCH DIST        | \$6,024.36     |
| CA | COALINGA CITY               | \$2,855.00     |
| CA | COLTON CITY                 | \$4,536.15     |
| CA | COLUSA COUNTY               | \$5,560.17     |
| CA | CORONA CITY                 | \$12,732.51    |
| CA | CORONADO CITY               | \$5,204.36     |
| CA | COSTA MESA CITY             | \$5,904.77     |
| CA | COVINA CITY                 | \$3,864.01     |
| CA | CULVER CITY                 | \$18,768.42    |
| CA | CYPRESS CITY                | \$3,767.62     |
| CA | DEL NORTE COUNTY            | \$6,144.60     |
| CA | DINUBA CITY                 | \$5,429.85     |
| CA | DIXON CITY                  | \$2,379.04     |
| CA | DUBLIN CITY                 | \$22,800.00    |
| CA | EAST BAY REGIONAL PARK DIST | \$3,614.98     |
| CA | EL PASO DE ROBLES CITY      | \$4,462.64     |
| CA | EUREKA CITY                 | \$8,369.29     |
| CA | EXETER CITY                 | \$3,577.10     |
| CA | FARMERSVILLE CITY           | \$2,761.00     |
| CA | FOLSOM CITY                 | \$10,043.52    |
| CA | FORT BRAGG CITY             | \$2,507.50     |
| CA | FORTUNA CITY                | \$2,279.88     |
| CA | FOSTER CITY                 | \$4,536.26     |
| CA | FOWLER CITY                 | \$472.39       |
| CA | FRESNO CITY                 | \$7,622.15     |
| CA | FRESNO COUNTY               | \$79,290.77    |

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|----|-------------------------------------------|--------------|
| CA | FULLERTON CITY                            | \$3,910.54   |
| CA | GALT CITY                                 | \$2,865.01   |
| CA | GARDENA CITY                              | \$5,340.06   |
| CA | GILROY CITY                               | \$20,359.00  |
| CA | GLENDORA CITY                             | \$12,388.69  |
| CA | GONZALES CITY                             | \$2,433.96   |
| CA | GRASS VALLEY CITY                         | \$3,852.64   |
| CA | GREENFIELD CITY                           | \$5,365.50   |
| CA | GRIDLEY CITY                              | \$3,497.50   |
| CA | GROVER BEACH CITY                         | \$3,071.92   |
| CA | HANFORD CITY                              | \$6,169.10   |
| CA | HAWTHORNE CITY                            | \$4,024.65   |
| CA | HAYWARD AREA RECREATION AND PARK DISTRICT | \$755.33     |
| CA | HAYWARD CITY                              | \$8,489.53   |
| CA | HERCULES CITY                             | \$5,063.05   |
| CA | HERMOSA BEACH CITY                        | \$2,778.66   |
| CA | HOLLISTER CITY                            | \$5,643.50   |
| CA | HUMBOLDT COUNTY                           | \$13,003.07  |
| CA | HUNTINGTON PARK CITY                      | \$8,269.25   |
| CA | INDIO CITY                                | \$17,555.08  |
| CA | INGLEWOOD CITY                            | \$10,761.56  |
| CA | IRWINDALE CITY                            | \$3,838.88   |
| CA | JACKSON CITY                              | \$1,579.50   |
| CA | KERMAN CITY                               | \$2,583.00   |
| CA | KERN COUNTY                               | \$31,660.36  |
| CA | KINGS COUNTY                              | \$5,038.69   |
| CA | KINGSBURG CITY                            | \$2,778.75   |
| CA | LA HABRA CITY                             | \$4,548.00   |
| CA | LAKE COUNTY                               | \$6,675.50   |
| CA | LAKE SHASTINA CMTY SERVICES               | \$1,157.96   |
| CA | LAKEPORT CITY                             | \$2,765.00   |
| CA | LARKSPUR CITY                             | \$5,717.50   |
| CA | LIVERMORE CITY                            | \$11,412.02  |
| CA | LODI CITY                                 | \$5,829.00   |
| CA | LOS ALTOS CITY                            | \$6,029.46   |
| CA | LOS ANGELES CITY                          | \$107,513.46 |
| CA | LOS BANOS CITY                            | \$5,545.38   |
| CA | LOS GATOS TOWN                            | \$6,029.46   |
| CA | MADERA COUNTY                             | \$2,204.28   |
| CA | MANHATTAN BEACH CITY                      | \$8,161.50   |
| CA | MANTECA CITY                              | \$10,488.00  |
| CA | MENDOCINO COUNTY                          | \$14,514.26  |
| CA | MENIFEE CITY                              | \$904.73     |
| CA | MENLO PARK CITY                           | \$3,262.50   |
| CA | MERCED CITY                               | \$11,931.84  |
| CA | MILPITAS CITY                             | \$10,239.97  |
| CA | MONO COUNTY                               | \$14,624.75  |

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|----|--------------------------------------------------------|--------------|
| CA | MONROVIA CITY                                          | \$7,930.65   |
| CA | MONTCLAIR CITY                                         | \$13,592.30  |
| CA | MONTEREY CITY                                          | \$4,370.00   |
| CA | MONTEREY PARK CITY                                     | \$7,119.50   |
| CA | MORGAN HILL CITY                                       | \$1,534.66   |
| CA | MOUNTAIN VIEW CITY                                     | \$8,026.96   |
| CA | MURRIETA CITY                                          | \$3,127.74   |
| CA | NAPA CITY                                              | \$9,837.98   |
| CA | NATIONAL CITY                                          | \$9,899.67   |
| CA | NEVADA COUNTY                                          | \$1,110.00   |
| CA | NEWARK CITY                                            | \$6,999.93   |
| CA | NEWMAN CITY                                            | \$2,399.00   |
| CA | NEWPORT BEACH CITY                                     | \$19,930.00  |
| CA | NORWALK CITY                                           | \$1,496.74   |
| CA | NOVATO CITY                                            | \$2,720.00   |
| CA | ONTARIO CITY                                           | \$7,595.85   |
| CA | ORANGE CITY                                            | \$8,892.03   |
| CA | ORANGE COVE CITY                                       | \$2,814.20   |
| CA | OROVILLE CITY                                          | \$4,859.18   |
| CA | PACIFIC GROVE CITY                                     | \$3,632.46   |
| CA | PACIFICA CITY                                          | \$2,283.56   |
| CA | PALM SPRINGS CITY                                      | \$7,500.00   |
| CA | PALO ALTO CITY                                         | \$12,533.71  |
| CA | PARLIER CITY                                           | \$3,626.26   |
| CA | PETALUMA CITY                                          | \$1,977.50   |
| CA | PIEDMONT CITY                                          | \$1,884.23   |
| CA | PITTSBURG CITY                                         | \$16,500.00  |
| CA | PLACENTIA CITY                                         | \$3,588.00   |
| CA | PLACERVILLE CITY                                       | \$3,258.21   |
| CA | PLEASANT HILL CITY                                     | \$667.00     |
| CA | PLUMAS COUNTY                                          | \$5,491.19   |
| CA | RED BLUFF CITY                                         | \$4,730.38   |
| CA | REDDING CITY                                           | \$8,399.99   |
| CA | REDLANDS CITY                                          | \$5,331.28   |
| CA | REDONDO BEACH CITY                                     | \$7,268.38   |
| CA | REDWOOD CITY                                           | \$4,031.96   |
| CA | RIDGECREST CITY                                        | \$4,025.12   |
| CA | RIPON CITY                                             | \$2,361.77   |
| CA | RIVERSIDE CITY                                         | \$29,732.28  |
| CA | RIVERSIDE COUNTY                                       | \$198,996.80 |
| CA | ROCKLIN CITY                                           | \$9,550.00   |
| CA | ROHNERT PARK CITY                                      | \$10,306.56  |
| CA | RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT | \$2,310.00   |
| CA | SAN BERNARDINO CITY                                    | \$7,248.62   |
| CA | SAN BERNARDINO CITY UNIF SCHOOL DIST                   | \$10,282.14  |
| CA | SAN FRANCISCO BAY AREA RAPID TRANSIT DIST              | \$9,178.64   |
| CA | SAN FRANCISCO CITY AND COUNTY                          | \$123,664.99 |

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|----|------------------------------------------|-----------------------|
| CA | SAN GABRIEL CITY                         | \$4,324.30            |
| CA | SAN JOAQUIN COUNTY                       | \$38,959.02           |
| CA | SAN JOSE CITY                            | \$90,587.47           |
| CA | SAN LUIS OBISPO CITY                     | \$6,520.00            |
| CA | SAN MATEO CITY                           | \$5,032.30            |
| CA | SAN PABLO CITY                           | \$6,077.72            |
| CA | SAN RAFAEL CITY                          | \$13,028.57           |
| CA | SAND CITY                                | \$942.41              |
| CA | SANGER CITY                              | \$5,953.00            |
| CA | SANTA BARBARA CITY                       | \$7,745.00            |
| CA | SANTA CRUZ CITY                          | \$9,597.09            |
| CA | SANTA CRUZ COUNTY                        | \$6,137.29            |
| CA | SANTA FE SPRINGS CITY                    | \$2,251.38            |
| CA | SANTA MONICA CITY                        | \$27,444.08           |
| CA | SEASIDE CITY                             | \$2,800.00            |
| CA | SIGNAL HILL CITY                         | \$3,631.46            |
| CA | SIMI VALLEY CITY                         | \$1,416.89            |
| CA | SISKIYOU COUNTY                          | \$6,984.50            |
| CA | SOUTH GATE CITY                          | \$6,094.72            |
| CA | SOUTH SAN FRANCISCO CITY                 | \$7,911.04            |
| CA | ST HELENA CITY                           | \$2,000.00            |
| CA | STOCKTON CITY                            | \$27,608.76           |
| CA | SUNNYVALE CITY                           | \$8,107.80            |
| CA | SUSANVILLE CITY                          | \$2,079.57            |
| CA | SUTTER COUNTY                            | \$6,030.50            |
| CA | TEHAMA COUNTY                            | \$8,466.10            |
| CA | TORRANCE CITY                            | \$11,043.05           |
| CA | TRACY CITY                               | \$16,040.50           |
| CA | TRUCKEE TOWN                             | \$5,446.94            |
| CA | TUOLUMNE COUNTY                          | \$16,650.65           |
| CA | TURLOCK CITY                             | \$4,969.05            |
| CA | TUSTIN CITY                              | \$8,650.58            |
| CA | TWIN RIVERS DISTRICT                     | \$2,142.48            |
| CA | UPLAND CITY                              | \$8,012.37            |
| CA | VACAVILLE CITY                           | \$5,813.14            |
| CA | VALLEJO CITY                             | \$10,499.14           |
| CA | VENTURA COUNTY                           | \$21,434.26           |
| CA | VERNON CITY                              | \$18,382.50           |
| CA | WATSONVILLE CITY                         | \$7,408.41            |
| CA | WEST SACRAMENTO CITY                     | \$9,792.82            |
| CA | WHITTIER CITY                            | \$16,439.00           |
| CA | WINTERS CITY                             | \$351.81              |
| CA | WOODLAKE CITY                            | \$2,165.08            |
| CA | YOLO COUNTY                              | \$693.30              |
| CA | YUBA COUNTY                              | \$17,907.12           |
|    | <b>Totals for CA(203 Jurisdictions):</b> | <b>\$3,435,659.37</b> |
| CO | ALAMOSA CITY                             | \$4,260.00            |



|    |                           |             |
|----|---------------------------|-------------|
| CO | ARAPAHOE COUNTY           | \$48,646.77 |
| CO | ARCHULETA COUNTY          | \$4,000.00  |
| CO | AVON TOWN                 | \$2,400.00  |
| CO | BASALT TOWN               | \$822.79    |
| CO | BENT COUNTY               | \$1,680.00  |
| CO | BROOMFIELD CITY           | \$15,200.00 |
| CO | CANON CITY CITY           | \$1,812.50  |
| CO | CASTLE ROCK TOWN          | \$10,350.00 |
| CO | CHERRY HILLS VILLAGE CITY | \$1,400.00  |
| CO | COMMERCE CITY             | \$16,800.00 |
| CO | CORTEZ CITY               | \$2,517.45  |
| CO | CRIPPLE CREEK CITY        | \$4,750.00  |
| CO | DELTA COUNTY              | \$4,190.55  |
| CO | DURANGO CITY              | \$10,929.24 |
| CO | EAGLE COUNTY              | \$6,642.00  |
| CO | EAGLE TOWN                | \$3,616.00  |
| CO | ELBERT COUNTY             | \$6,187.50  |
| CO | EMPIRE TOWN               | \$1,949.18  |
| CO | ENGLEWOOD CITY            | \$7,639.50  |
| CO | FORT MORGAN CITY          | \$1,525.53  |
| CO | FOUNTAIN CITY             | \$3,620.00  |
| CO | FRISCO TOWN               | \$3,120.20  |
| CO | GARDEN CITY TOWN          | \$1,582.19  |
| CO | GLENWOOD SPRINGS CITY     | \$2,800.00  |
| CO | GOLDEN CITY               | \$3,200.00  |
| CO | GRANBY TOWN               | \$1,200.00  |
| CO | GRAND COUNTY              | \$9,135.00  |
| CO | GREELEY CITY              | \$3,059.55  |
| CO | GREENWOOD VILLAGE CITY    | \$4,523.75  |
| CO | GUNNISON CITY             | \$1,600.00  |
| CO | HAYDEN TOWN               | \$1,600.00  |
| CO | KERSEY TOWN               | \$1,500.00  |
| CO | LAFAYETTE CITY            | \$6,802.07  |
| CO | LAS ANIMAS COUNTY         | \$2,000.00  |
| CO | LEADVILLE CITY            | \$458.00    |
| CO | LITTLETON CITY            | \$10,280.00 |
| CO | LOGAN COUNTY              | \$4,875.00  |
| CO | LONGMONT CITY             | \$12,222.41 |
| CO | LOUISVILLE CITY           | \$7,200.00  |
| CO | MEAD TOWN                 | \$1,500.00  |
| CO | MEEKER TOWN               | \$411.25    |
| CO | MONTE VISTA CITY          | \$1,850.00  |
| CO | MONTEZUMA COUNTY          | \$2,730.00  |
| CO | MONTROSE CITY             | \$4,125.00  |
| CO | MOUNT CRESTED BUTTE TOWN  | \$512.00    |
| CO | NEW CASTLE TOWN           | \$1,687.76  |
| CO | NORTHGLENN CITY           | \$10,692.00 |

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|----|-----------------------------------------|---------------------|
| CO | OAK CREEK TOWN                          | \$850.00            |
| CO | OURAY COUNTY                            | \$1,170.98          |
| CO | PARK COUNTY                             | \$14,179.00         |
| CO | PUEBLO CITY                             | \$16,081.74         |
| CO | SHERIDAN CITY                           | \$2,838.50          |
| CO | SILVERTHORNE TOWN                       | \$1,200.00          |
| CO | STEAMBOAT SPRINGS CITY                  | \$1,998.00          |
| CO | STERLING CITY                           | \$1,764.75          |
| CO | SUMMIT COUNTY                           | \$8,573.90          |
| CO | TELLER COUNTY                           | \$8,597.50          |
| CO | TELLURIDE TOWN                          | \$1,800.00          |
| CO | TRINIDAD CITY                           | \$3,200.00          |
| CO | VAIL TOWN                               | \$2,062.50          |
| CO | WHEAT RIDGE CITY                        | \$9,200.00          |
| CO | WRAY CITY                               | \$1,200.00          |
| CO | YUMA COUNTY                             | \$1,550.00          |
|    | <b>Totals for CO(64 Jurisdictions):</b> | <b>\$337,872.06</b> |
| CT | AVON TOWN                               | \$5,812.50          |
| CT | BETHEL TOWN                             | \$1,337.00          |
| CT | BLOOMFIELD CITY                         | \$7,191.00          |
| CT | BRISTOL CITY                            | \$15,900.00         |
| CT | BROOKFIELD TOWN                         | \$4,825.00          |
| CT | CANTON TOWN                             | \$1,600.00          |
| CT | COVENTRY TOWN                           | \$1,480.00          |
| CT | CROMWELL TOWN                           | \$4,050.00          |
| CT | DARIEN TOWN                             | \$4,997.00          |
| CT | EAST HAMPTON TOWN                       | \$2,454.00          |
| CT | EAST HAVEN TOWN                         | \$6,720.00          |
| CT | EAST LYME TOWN                          | \$2,620.00          |
| CT | EASTON TOWN                             | \$397.50            |
| CT | ENFIELD TOWN                            | \$1,048.50          |
| CT | FARMINGTON TOWN                         | \$4,900.00          |
| CT | GLASTONBURY TOWN                        | \$5,094.00          |
| CT | GRANBY TOWN                             | \$900.00            |
| CT | GREENWICH TOWN                          | \$21,862.50         |
| CT | GROTON CITY                             | \$4,060.00          |
| CT | GROTON TOWN                             | \$5,180.00          |
| CT | GUILFORD TOWN                           | \$2,475.00          |
| CT | HAMDEN TOWN                             | \$11,427.00         |
| CT | MADISON TOWN                            | \$3,000.00          |
| CT | MANCHESTER TOWN                         | \$17,195.00         |
| CT | MERIDEN CITY                            | \$7,880.00          |
| CT | MILFORD CITY                            | \$11,427.00         |
| CT | MONROE TOWN                             | \$5,265.54          |
| CT | NAUGATUCK BOROUGH                       | \$4,740.00          |
| CT | NEW BRITAIN CITY                        | \$10,000.00         |
| CT | NEW CANAAN TOWN                         | \$8,311.50          |

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|----|-----------------------------------------|---------------------|
| CT | NEWINGTON TOWN                          | \$8,517.00          |
| CT | NORWALK CITY                            | \$20,000.00         |
| CT | NORWICH CITY                            | \$6,400.00          |
| CT | PLAINFIELD TOWN                         | \$5,500.00          |
| CT | PLAINVILLE TOWN                         | \$450.00            |
| CT | PLYMOUTH TOWN                           | \$1,342.50          |
| CT | PROSPECT TOWN                           | \$1,142.50          |
| CT | SEYMOUR TOWN                            | \$7,200.00          |
| CT | SIMSBURY TOWN                           | \$7,110.00          |
| CT | SOUTH WINDSOR TOWN                      | \$6,375.00          |
| CT | SUFFIELD TOWN                           | \$5,103.00          |
| CT | TRUMBULL TOWN                           | \$7,805.93          |
| CT | VERNON TOWN                             | \$6,600.00          |
| CT | WEST HAVEN CITY                         | \$11,985.00         |
| CT | WESTPORT TOWN                           | \$2,100.00          |
| CT | WILTON TOWN                             | \$2,450.00          |
| CT | WINDHAM TOWN                            | \$3,200.00          |
| CT | WOODBIDGE TOWN                          | \$3,202.50          |
| CT | WESTBROOK                               | \$4,000.00          |
|    | <b>Totals for CT(49 Jurisdictions):</b> | <b>\$294,633.47</b> |
| DC | WASHINGTON D C CITY                     | \$52,012.27         |
|    | <b>Totals for DC(1 Jurisdiction):</b>   | <b>\$52,012.27</b>  |
| DE | BETHANY BEACH TOWN                      | \$2,940.00          |
| DE | CHESWOLD TOWN                           | \$1,988.00          |
| DE | CLAYTON TOWN                            | \$497.00            |
| DE | DELAWARE                                | \$22,949.80         |
| DE | DELAWARE RIVER AND BAY AUTHORITY        | \$12,762.50         |
| DE | LAUREL TOWN                             | \$1,050.00          |
| DE | MIDDLETOWN TOWN                         | \$6,723.00          |
| DE | MILFORD CITY                            | \$2,346.00          |
| DE | MILLSBORO TOWN                          | \$2,241.00          |
| DE | NEW CASTLE COUNTY                       | \$15,297.73         |
| DE | NEWARK CITY                             | \$4,861.67          |
| DE | OCEAN VIEW TOWN                         | \$4,125.00          |
| DE | SEAFORD CITY                            | \$2,000.00          |
| DE | SMYRNA TOWN                             | \$2,381.09          |
| DE | WILMINGTON CITY                         | \$34,393.57         |
|    | <b>Totals for DE(15 Jurisdictions):</b> | <b>\$116,556.36</b> |
| FL | ALTAMONTE SPRINGS CITY                  | \$7,991.88          |
| FL | APOPKA CITY                             | \$9,555.00          |
| FL | ARCADIA CITY                            | \$4,500.00          |
| FL | ATLANTIC BEACH CITY                     | \$3,745.00          |
| FL | ATLANTIS CITY                           | \$1,312.50          |
| FL | AUBURNDALE CITY                         | \$3,600.00          |
| FL | AVENTURA CITY                           | \$11,400.00         |
| FL | BAKER COUNTY                            | \$3,504.00          |
| FL | BELLE ISLE CITY                         | \$1,572.00          |

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|----|---------------------------------|-------------|
| FL | BELLEAIR TOWN                   | \$1,500.00  |
| FL | BELLEVIEW CITY                  | \$3,937.50  |
| FL | BOYNTON BEACH CITY              | \$16,400.00 |
| FL | BRADENTON CITY                  | \$13,020.00 |
| FL | CALHOUN COUNTY                  | \$3,500.00  |
| FL | CASSELBERRY CITY                | \$5,955.00  |
| FL | CEDAR KEY CITY                  | \$3,200.00  |
| FL | CLERMONT CITY                   | \$7,522.20  |
| FL | CLEWISTON CITY                  | \$3,599.64  |
| FL | COCOA BEACH CITY                | \$4,800.00  |
| FL | COCOA CITY                      | \$13,310.00 |
| FL | COCONUT CREEK CITY              | \$22,735.50 |
| FL | COLUMBIA COUNTY                 | \$6,300.02  |
| FL | DAVENPORT CITY                  | \$2,260.00  |
| FL | DAYTONA BEACH CITY              | \$26,620.00 |
| FL | DAYTONA BEACH SHORES CITY       | \$3,144.00  |
| FL | DE FUNIAK SPRINGS CITY          | \$2,324.00  |
| FL | DELAND CITY                     | \$8,000.00  |
| FL | DELRAY BEACH CITY               | \$32,857.37 |
| FL | DESOTO COUNTY                   | \$6,957.50  |
| FL | EDGEWATER CITY                  | \$3,600.00  |
| FL | EL PORTAL VILLAGE               | \$5,200.00  |
| FL | EUSTIS CITY                     | \$3,600.00  |
| FL | FELLSMERE CITY                  | \$907.50    |
| FL | FLORIDA CITY                    | \$1,999.08  |
| FL | FORT MYERS CITY                 | \$13,200.00 |
| FL | FRUITLAND PARK CITY             | \$5,109.00  |
| FL | FT PIERCE CITY                  | \$6,375.00  |
| FL | GREEN COVE SPRINGS CITY         | \$1,505.00  |
| FL | GULF STREAM TOWN                | \$1,368.00  |
| FL | GULFPORT CITY                   | \$2,358.00  |
| FL | GRETNA CITY                     | \$1,572.00  |
| FL | HAINES CITY                     | \$5,400.00  |
| FL | HALLANDALE CITY                 | \$16,025.00 |
| FL | HARDEE COUNTY                   | \$3,990.00  |
| FL | HAVANA TOWN                     | \$940.01    |
| FL | HILLSBORO BEACH TOWN            | \$1,128.33  |
| FL | HOLMES BEACH CITY               | \$2,000.00  |
| FL | HOWEY IN THE HILLS TOWN         | \$2,241.00  |
| FL | INDIALANTIC CITY                | \$3,103.50  |
| FL | INDIAN HARBOUR BEACH CITY       | \$1,317.75  |
| FL | JACKSONVILLE AVIATION AUTHORITY | \$4,681.30  |
| FL | JACKSONVILLE BEACH CITY         | \$8,125.00  |
| FL | JUPITER ISLAND TOWN             | \$2,325.00  |
| FL | JUPITER TOWN                    | \$15,743.00 |
| FL | KENNETH CITY TOWN               | \$3,200.00  |
| FL | KEY WEST CITY                   | \$11,305.00 |

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|----|--------------------------|-------------|
| FL | KISSIMMEE CITY           | \$12,390.00 |
| FL | LAKE HAMILTON TOWN       | \$946.30    |
| FL | LAKE MARY CITY           | \$4,800.00  |
| FL | LANTANA TOWN             | \$4,110.00  |
| FL | LAUDERHILL CITY          | \$20,211.75 |
| FL | LEESBURG CITY            | \$7,860.00  |
| FL | LIGHTHOUSE POINT CITY    | \$1,200.00  |
| FL | LONGWOOD CITY            | \$4,205.00  |
| FL | MAITLAND CITY            | \$6,000.00  |
| FL | MANALAPAN TOWN           | \$725.00    |
| FL | MARGATE CITY             | \$25,627.50 |
| FL | MARIANNA CITY            | \$939.98    |
| FL | MELBOURNE CITY           | \$21,401.50 |
| FL | MELBOURNE VILLAGE TOWN   | \$2,286.55  |
| FL | MICCOSUKEE TRIBE         | \$14,925.00 |
| FL | MONROE COUNTY            | \$33,505.00 |
| FL | MOUNT DORA CITY          | \$3,480.00  |
| FL | NAPLES CITY              | \$7,500.00  |
| FL | NEW SMYRNA BEACH CITY    | \$4,995.00  |
| FL | NORTH BAY VILLAGE CITY   | \$11,999.91 |
| FL | NORTH MIAMI BEACH CITY   | \$12,389.10 |
| FL | NORTH MIAMI CITY         | \$3,492.00  |
| FL | NORTH PALM BEACH VILLAGE | \$2,538.00  |
| FL | NORTH PORT CITY          | \$7,866.00  |
| FL | OAKLAND TOWN             | \$1,923.00  |
| FL | OCALA CITY               | \$41,969.12 |
| FL | OCEAN RIDGE TOWN         | \$3,952.20  |
| FL | OKEECHOBEE COUNTY        | \$12,950.00 |
| FL | ORMOND BEACH CITY        | \$15,634.62 |
| FL | OPA LOCKA                | \$14,391.00 |
| FL | PALM BEACH GARDENS CITY  | \$11,310.00 |
| FL | PALM BEACH TOWN          | \$3,630.00  |
| FL | PALM SPRINGS VILLAGE     | \$6,393.87  |
| FL | PALMETTO CITY            | \$4,400.00  |
| FL | PANAMA CITY              | \$10,800.00 |
| FL | PANAMA CITY BEACH CITY   | \$12,672.00 |
| FL | PENSACOLA CITY           | \$20,000.00 |
| FL | PINECREST VILLAGE        | \$3,894.00  |
| FL | PINELLAS PARK CITY       | \$10,218.00 |
| FL | PLANT CITY               | \$4,225.50  |
| FL | PONCE INLET TOWN         | \$1,425.60  |
| FL | PORT ORANGE CITY         | \$20,040.74 |
| FL | PUTNAM COUNTY            | \$26,433.40 |
| FL | RIVIERA BEACH CITY       | \$7,049.00  |
| FL | ROCKLEDGE CITY           | \$7,646.20  |
| FL | SARASOTA CITY            | \$25,768.50 |
| FL | SATELLITE BEACH CITY     | \$1,210.00  |



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|----|------------------------------------------|-----------------------|
| FL | SEBASTIAN CITY                           | \$12,690.25           |
| FL | SEBRING CITY                             | \$7,507.50            |
| FL | SEMINOLE TRIBE OF FLORIDA                | \$44,037.50           |
| FL | SEWALLS POINT TOWN                       | \$2,375.00            |
| FL | ST AUGUSTINE BEACH CITY                  | \$2,847.44            |
| FL | ST AUGUSTINE CITY                        | \$6,000.00            |
| FL | ST CLOUD CITY                            | \$16,240.00           |
| FL | STUART CITY                              | \$2,450.00            |
| FL | SUNRISE CITY                             | \$23,340.83           |
| FL | SUWANNEE COUNTY                          | \$4,400.00            |
| FL | TARPON SPRINGS CITY                      | \$6,185.45            |
| FL | TAVARES CITY                             | \$3,001.50            |
| FL | TEMPLE TERRACE CITY                      | \$325.00              |
| FL | TITUSVILLE CITY                          | \$12,676.50           |
| FL | UMATILLA CITY                            | \$897.00              |
| FL | VENICE CITY                              | \$4,534.80            |
| FL | VERO BEACH CITY                          | \$9,699.28            |
| FL | WAKULLA COUNTY                           | \$5,060.00            |
| FL | WALTON COUNTY                            | \$53,582.00           |
| FL | WAUCHULA CITY                            | \$1,837.50            |
| FL | WEST MELBOURNE CITY                      | \$4,650.75            |
| FL | WILDWOOD CITY                            | \$4,800.00            |
| FL | WILTON MANORS CITY                       | \$8,405.00            |
| FL | WINTER GARDEN CITY                       | \$7,200.00            |
| FL | WINTER PARK CITY                         | \$15,776.28           |
|    | <b>Totals for FL(128 Jurisdictions):</b> | <b>\$1,107,291.50</b> |
| GA | ACWORTH CITY                             | \$3,745.00            |
| GA | ADEL CITY                                | \$6,250.00            |
| GA | ALBANY CITY                              | \$21,600.00           |
| GA | ALMA CITY                                | \$2,492.50            |
| GA | ALPHARETTA CITY                          | \$11,623.50           |
| GA | ALTO TOWN                                | \$1,600.00            |
| GA | AMERICUS CITY                            | \$1,995.00            |
| GA | ARCADE TOWN                              | \$1,600.00            |
| GA | ATLANTA PUBLIC SCHOOLS                   | \$19,610.00           |
| GA | AVONDALE ESTATES CITY                    | \$2,492.50            |
| GA | BACON COUNTY                             | \$8,473.00            |
| GA | BAKER COUNTY                             | \$4,000.00            |
| GA | BALDWIN COUNTY                           | \$2,452.50            |
| GA | BEN HILL COUNTY                          | \$3,500.00            |
| GA | BERRIEN COUNTY                           | \$1,932.50            |
| GA | BLECKLEY COUNTY                          | \$6,299.10            |
| GA | BREMEN CITY                              | \$3,000.00            |
| GA | BURKE COUNTY                             | \$12,825.00           |
| GA | BYRON CITY                               | \$4,350.00            |
| GA | CANDLER COUNTY                           | \$2,885.00            |
| GA | CANTON CITY                              | \$7,650.00            |

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|----|--------------------------|-------------|
| GA | CARTERSVILLE CITY        | \$4,811.50  |
| GA | CATOOSA COUNTY           | \$3,750.00  |
| GA | CEDARTOWN CITY           | \$3,500.00  |
| GA | CHAMBLEE CITY            | \$4,639.25  |
| GA | CHARLTON COUNTY          | \$2,175.00  |
| GA | CHATTAHOOCHEE HILLS CITY | \$789.00    |
| GA | CHATTOOGA COUNTY         | \$4,150.00  |
| GA | CLARKSTON CITY           | \$1,988.44  |
| GA | CLAXTON CITY             | \$4,617.00  |
| GA | CLEVELAND CITY           | \$3,880.00  |
| GA | CLINCH COUNTY            | \$4,183.35  |
| GA | COCHRAN CITY             | \$1,455.00  |
| GA | COLLEGE PARK CITY        | \$5,725.00  |
| GA | CONYERS CITY             | \$18,112.50 |
| GA | CORDELE CITY             | \$3,905.00  |
| GA | CORNELIA CITY            | \$2,200.00  |
| GA | CRISP COUNTY             | \$6,075.00  |
| GA | DALTON CITY              | \$6,675.00  |
| GA | DAWSON CITY              | \$3,600.00  |
| GA | DAWSON COUNTY            | \$1,952.00  |
| GA | DECATUR COUNTY           | \$13,722.12 |
| GA | DEMOREST CITY            | \$2,787.50  |
| GA | DOUGHERTY COUNTY         | \$15,650.00 |
| GA | DOUGLAS CITY             | \$7,210.00  |
| GA | DOUGLASVILLE CITY        | \$12,688.50 |
| GA | DUBLIN CITY              | \$3,700.00  |
| GA | DULUTH CITY              | \$10,800.00 |
| GA | DUNWOODY CITY            | \$8,537.30  |
| GA | EAST POINT CITY          | \$7,319.28  |
| GA | ELLIJAY CITY             | \$2,220.00  |
| GA | EMERSON CITY             | \$2,062.50  |
| GA | EUHARLEE CITY            | \$1,510.00  |
| GA | FLOWERY BRANCH CITY      | \$467.50    |
| GA | FLOYD COUNTY             | \$8,825.00  |
| GA | FOREST PARK CITY         | \$9,312.50  |
| GA | FORSYTH CITY             | \$1,832.00  |
| GA | FORT OGLETHORPE          | \$4,485.00  |
| GA | FRANKLIN COUNTY          | \$2,310.00  |
| GA | GAINESVILLE CITY         | \$5,650.00  |
| GA | GARDEN CITY              | \$5,992.50  |
| GA | GILMER COUNTY            | \$3,600.00  |
| GA | GLYNN COUNTY             | \$13,750.00 |
| GA | GRANTVILLE CITY          | \$3,200.00  |
| GA | HINESVILLE CITY          | \$7,944.00  |
| GA | HIRAM CITY               | \$2,002.00  |
| GA | JACKSON COUNTY           | \$6,800.00  |
| GA | JOHNS CREEK CITY         | \$7,600.00  |

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|----|--------------------|-------------|
| GA | JOHNSON COUNTY     | \$6,400.00  |
| GA | JONES COUNTY       | \$13,182.50 |
| GA | JONESBORO CITY     | \$5,685.00  |
| GA | KENNESAW CITY      | \$3,539.93  |
| GA | KINGSLAND CITY     | \$5,197.50  |
| GA | LA FAYETTE CITY    | \$2,625.00  |
| GA | LAGRANGE CITY      | \$10,000.00 |
| GA | LAURENS COUNTY     | \$5,505.00  |
| GA | LAWRENCEVILLE CITY | \$7,278.75  |
| GA | LEE COUNTY         | \$4,500.00  |
| GA | LIBERTY COUNTY     | \$14,000.00 |
| GA | LILBURN CITY       | \$3,690.00  |
| GA | LITHONIA CITY      | \$9,482.50  |
| GA | LONG COUNTY        | \$3,550.00  |
| GA | LUMPKIN COUNTY     | \$8,000.00  |
| GA | LYONS CITY         | \$4,560.00  |
| GA | MADISON CITY       | \$1,200.00  |
| GA | MARIETTA CITY      | \$13,850.00 |
| GA | MCDONOUGH CITY     | \$4,400.00  |
| GA | MCINTOSH COUNTY    | \$15,806.25 |
| GA | MERIWETHER COUNTY  | \$6,700.00  |
| GA | METTER CITY        | \$1,880.00  |
| GA | MILLEDGEVILLE CITY | \$3,815.00  |
| GA | MONROE CITY        | \$2,400.00  |
| GA | MONTGOMERY COUNTY  | \$6,396.00  |
| GA | MORGAN COUNTY      | \$6,300.00  |
| GA | MURRAY COUNTY      | \$15,750.00 |
| GA | MILTON CITY        | \$3,377.00  |
| GA | NASHVILLE CITY     | \$3,500.00  |
| GA | NEWNAN CITY        | \$9,400.00  |
| GA | NORCROSS CITY      | \$4,911.00  |
| GA | PEACH COUNTY       | \$1,062.50  |
| GA | PELHAM CITY        | \$4,560.00  |
| GA | PERRY CITY         | \$2,700.00  |
| GA | PICKENS COUNTY     | \$12,000.00 |
| GA | POLK COUNTY        | \$10,500.00 |
| GA | PUTNAM COUNTY      | \$1,822.50  |
| GA | RABUN COUNTY       | \$7,200.00  |
| GA | RICHMOND HILL CITY | \$6,943.23  |
| GA | ROCKDALE COUNTY    | \$42,266.50 |
| GA | ROME CITY          | \$7,000.00  |
| GA | ROSWELL CITY       | \$19,350.00 |
| GA | SANDERSVILLE CITY  | \$2,295.00  |
| GA | SMYRNA CITY        | \$9,757.50  |
| GA | ST MARYS CITY      | \$10,400.00 |
| GA | STATESBORO CITY    | \$3,352.50  |
| GA | SUMMERVILLE CITY   | \$4,607.50  |

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|----|------------------------------------------|---------------------|
| GA | SYLVANIA CITY                            | \$1,600.00          |
| GA | TELFAIR COUNTY                           | \$4,150.00          |
| GA | THOMASVILLE CITY                         | \$1,502.50          |
| GA | TIFTON CITY                              | \$9,300.00          |
| GA | TOOMBS COUNTY                            | \$10,172.50         |
| GA | TROUP COUNTY                             | \$8,640.00          |
| GA | TYBEE ISLAND CITY                        | \$6,380.00          |
| GA | TYRONE TOWN                              | \$2,178.75          |
| GA | UNION CITY                               | \$5,397.50          |
| GA | UPSON COUNTY                             | \$7,495.50          |
| GA | VALDOSTA CITY                            | \$12,035.00         |
| GA | VILLA RICA CITY                          | \$2,205.00          |
| GA | WALKER COUNTY                            | \$8,840.00          |
| GA | WALTON COUNTY                            | \$9,555.00          |
| GA | WARE COUNTY                              | \$4,762.50          |
| GA | WARNER ROBINS CITY                       | \$19,875.00         |
| GA | WAYCROSS CITY                            | \$3,313.68          |
| GA | WHITE COUNTY                             | \$2,992.00          |
| GA | WILKINSON COUNTY                         | \$2,640.00          |
| GA | WILLACOOCHIE CITY                        | \$1,179.00          |
| GA | WOODSTOCK CITY                           | \$9,366.50          |
| GA | WRENS CITY                               | \$4,230.00          |
| GA | WOODBURY CITY                            | \$1,870.00          |
|    | <b>Totals for GA(138 Jurisdictions):</b> | <b>\$882,915.43</b> |
| HI | KAUAI COUNTY                             | \$4,088.70          |
|    | <b>Totals for HI(1 Jurisdiction):</b>    | <b>\$4,088.70</b>   |
| IA | ALBIA CITY                               | \$710.00            |
| IA | AMES CITY                                | \$6,830.50          |
| IA | ANKENY CITY                              | \$6,800.00          |
| IA | APPANOOSE COUNTY                         | \$2,711.95          |
| IA | BETTENDORF CITY                          | \$2,120.00          |
| IA | CARROLL CITY                             | \$699.00            |
| IA | CEDAR FALLS CITY                         | \$7,200.00          |
| IA | CENTERVILLE CITY                         | \$4,400.00          |
| IA | CHARLES CITY                             | \$1,458.00          |
| IA | CLARINDA CITY                            | \$1,498.00          |
| IA | CLAY COUNTY                              | \$734.00            |
| IA | CLEAR LAKE CITY                          | \$1,600.00          |
| IA | CLINTON CITY                             | \$1,275.00          |
| IA | CLINTON COUNTY                           | \$2,310.00          |
| IA | CORALVILLE CITY                          | \$2,869.97          |
| IA | COUNCIL BLUFFS CITY                      | \$2,000.00          |
| IA | DE WITT CITY                             | \$819.25            |
| IA | DENISON CITY                             | \$2,000.00          |
| IA | DUBUQUE CITY                             | \$14,800.00         |
| IA | DUBUQUE COUNTY                           | \$1,788.48          |
| IA | DURANT CITY                              | \$1,487.50          |

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| IA | FORT DODGE CITY      | \$12,232.00 |
| IA | FREMONT COUNTY       | \$5,083.00  |
| IA | GRINNELL CITY        | \$5,600.00  |
| IA | GRUNDY CENTER CITY   | \$1,599.25  |
| IA | GRUNDY COUNTY        | \$2,800.00  |
| IA | HAMPTON CITY         | \$905.00    |
| IA | HARRISON COUNTY      | \$4,585.00  |
| IA | HENRY COUNTY         | \$2,400.00  |
| IA | HOWARD COUNTY        | \$492.50    |
| IA | HUXLEY CITY          | \$2,872.78  |
| IA | INDEPENDENCE CITY    | \$4,345.00  |
| IA | INDIANOLA CITY       | \$3,025.00  |
| IA | IOWA CITY CITY       | \$9,456.00  |
| IA | JASPER COUNTY        | \$2,100.00  |
| IA | JOHNSTON CITY        | \$2,821.00  |
| IA | KNOXVILLE CITY       | \$1,632.00  |
| IA | MANCHESTER CITY      | \$3,600.00  |
| IA | MAQUOKETA CITY       | \$7,250.00  |
| IA | MARION COUNTY        | \$2,290.00  |
| IA | MARSHALLTOWN CITY    | \$4,560.00  |
| IA | MASON CITY           | \$8,000.00  |
| IA | MONTICELLO CITY      | \$762.50    |
| IA | MOUNT VERNON CITY    | \$1,785.00  |
| IA | MUSCATINE CITY       | \$2,520.00  |
| IA | NEWTON CITY          | \$2,800.00  |
| IA | NORTH LIBERTY CITY   | \$2,062.50  |
| IA | OELWEIN CITY         | \$1,600.00  |
| IA | OSCEOLA COUNTY       | \$768.96    |
| IA | OTTUMWA CITY         | \$2,487.50  |
| IA | PELLA CITY           | \$807.50    |
| IA | PLYMOUTH COUNTY      | \$3,600.00  |
| IA | POCAHONTAS COUNTY    | \$1,200.00  |
| IA | RED OAK CITY         | \$4,314.00  |
| IA | SHELDON CITY         | \$800.00    |
| IA | SIOUX CITY           | \$16,197.50 |
| IA | SPIRIT LAKE CITY     | \$1,600.00  |
| IA | STORY COUNTY         | \$2,800.00  |
| IA | TAMA COUNTY          | \$1,800.98  |
| IA | URBANDALE CITY       | \$7,534.80  |
| IA | WARREN COUNTY        | \$4,365.00  |
| IA | WASHINGTON CITY      | \$1,747.40  |
| IA | WATERLOO CITY        | \$13,280.00 |
| IA | WAUKEE CITY          | \$1,380.00  |
| IA | WAVERLY CITY         | \$1,800.00  |
| IA | WEBSTER COUNTY       | \$2,840.00  |
| IA | WEST DES MOINES CITY | \$6,750.00  |
| IA | WILLIAMSBURG CITY    | \$390.00    |

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|----|-----------------------------------------|---------------------|
| IA | WINDSOR HEIGHTS CITY                    | \$2,466.50          |
| IA | WINTERSET CITY                          | \$2,651.25          |
|    | <b>Totals for IA(70 Jurisdictions):</b> | <b>\$246,871.57</b> |
| ID | BENEWAH COUNTY                          | \$3,490.56          |
| ID | BLACKFOOT CITY                          | \$2,205.63          |
| ID | BLAINE COUNTY                           | \$5,600.00          |
| ID | BONNER COUNTY                           | \$9,600.00          |
| ID | BOUNDARY COUNTY                         | \$5,062.20          |
| ID | CARIBOU COUNTY                          | \$2,400.00          |
| ID | COEUR D ALENE CITY                      | \$5,635.32          |
| ID | ELMORE COUNTY                           | \$13,125.00         |
| ID | EMMETT CITY                             | \$3,374.21          |
| ID | FRUITLAND CITY                          | \$2,062.50          |
| ID | GARDEN CITY                             | \$800.00            |
| ID | IDAHO COUNTY                            | \$4,996.00          |
| ID | IDAHO FALLS CITY                        | \$12,000.00         |
| ID | JEFFERSON COUNTY                        | \$2,800.00          |
| ID | LATAH COUNTY                            | \$2,995.76          |
| ID | MADISON COUNTY                          | \$6,000.00          |
| ID | MCCALL CITY                             | \$1,696.00          |
| ID | MOSCOW CITY                             | \$4,447.60          |
| ID | MOUNTAIN HOME CITY                      | \$7,687.50          |
| ID | NEZ PERCE COUNTY                        | \$2,841.50          |
| ID | OWYHEE COUNTY                           | \$5,680.00          |
| ID | PAYETTE CITY                            | \$914.66            |
| ID | POCATELLO CITY                          | \$4,000.00          |
| ID | PONDERAY CITY                           | \$1,087.00          |
| ID | POST FALLS CITY                         | \$1,761.60          |
| ID | REXBURG CITY                            | \$3,224.88          |
| ID | RUPERT CITY                             | \$1,026.36          |
| ID | ST ANTHONY CITY                         | \$514.30            |
| ID | TWIN FALLS CITY                         | \$9,735.00          |
| ID | TWIN FALLS COUNTY                       | \$19,800.00         |
| ID | VALLEY COUNTY                           | \$2,995.20          |
|    | <b>Totals for ID(31 Jurisdictions):</b> | <b>\$149,558.78</b> |
| IL | ALGONQUIN VILLAGE                       | \$7,244.91          |
| IL | ALSIP VILLAGE                           | \$4,160.00          |
| IL | ALTON CITY                              | \$4,632.00          |
| IL | ARLINGTON HEIGHTS VILLAGE               | \$12,942.50         |
| IL | BANNOCKBURN VILLAGE                     | \$800.00            |
| IL | BARRINGTON HILLS VILLAGE                | \$1,999.50          |
| IL | BARTLETT VILLAGE                        | \$9,870.00          |
| IL | BEARDSTOWN CITY                         | \$1,376.70          |
| IL | BEDFORD PARK VILLAGE                    | \$2,067.00          |
| IL | BEECHER VILLAGE                         | \$1,348.50          |
| IL | BELLWOOD VILLAGE                        | \$7,560.00          |
| IL | BELVIDERE CITY                          | \$3,777.68          |



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|----|-------------------------|-------------|
| IL | BENSENVILLE VILLAGE     | \$3,127.21  |
| IL | BERKELEY VILLAGE        | \$2,000.00  |
| IL | BERWYN CITY             | \$6,950.00  |
| IL | BLOOMINGTON CITY        | \$8,179.50  |
| IL | BLUE ISLAND CITY        | \$4,615.00  |
| IL | BOONE COUNTY            | \$2,700.00  |
| IL | BOURBONNAIS VILLAGE     | \$800.00    |
| IL | BRADLEY VILLAGE         | \$300.00    |
| IL | BRIDGEVIEW VILLAGE      | \$9,125.00  |
| IL | BROADVIEW VILLAGE       | \$4,400.00  |
| IL | BROOKFIELD VILLAGE      | \$4,000.00  |
| IL | BUFFALO GROVE VILLAGE   | \$7,394.79  |
| IL | BURBANK CITY            | \$4,147.00  |
| IL | BUREAU COUNTY           | \$14,673.09 |
| IL | CANTON CITY             | \$1,848.00  |
| IL | CAROL STREAM VILLAGE    | \$8,400.00  |
| IL | CARPENTERSVILLE VILLAGE | \$6,600.70  |
| IL | CASEY CITY              | \$2,445.00  |
| IL | CASEYVILLE VILLAGE      | \$2,062.50  |
| IL | CENTRALIA CITY          | \$4,972.50  |
| IL | CHAMPAIGN CITY          | \$16,232.50 |
| IL | CHAMPAIGN COUNTY        | \$298.01    |
| IL | CHARLESTON CITY         | \$2,800.00  |
| IL | CHENOA CITY             | \$962.50    |
| IL | CHERRY VALLEY VILLAGE   | \$2,192.75  |
| IL | CHESTER CITY            | \$4,800.00  |
| IL | CHICAGO HGHTS CITY      | \$21,779.50 |
| IL | CICERO TOWN             | \$13,477.50 |
| IL | CLARENDON HILLS VILLAGE | \$757.50    |
| IL | CLINTON CITY            | \$1,600.00  |
| IL | COLES COUNTY            | \$6,035.00  |
| IL | COLLINSVILLE CITY       | \$2,887.50  |
| IL | COOK COUNTY             | \$1,408.93  |
| IL | COUNTRY CLUB HILLS      | \$3,487.50  |
| IL | CRAWFORD COUNTY         | \$3,077.90  |
| IL | CRYSTAL LAKE CITY       | \$8,630.87  |
| IL | DANVILLE CITY           | \$9,375.00  |
| IL | DARIEN CITY             | \$1,550.00  |
| IL | DE KALB CITY            | \$8,000.00  |
| IL | DE KALB COUNTY          | \$3,097.79  |
| IL | DECATUR CITY            | \$28,400.00 |
| IL | DEERFIELD VILLAGE       | \$9,622.50  |
| IL | DIXON CITY              | \$1,635.00  |
| IL | DOLTON VILLAGE          | \$5,265.00  |
| IL | DOWNERS GROVE VILLAGE   | \$7,900.00  |
| IL | DU PAGE COUNTY          | \$4,254.44  |
| IL | DU QUOIN CITY           | \$3,600.00  |

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| IL | EAST HAZEL CREST VILLAGE                  | \$1,750.00  |
| IL | EAST MOLINE CITY                          | \$2,650.00  |
| IL | EAST PEORIA CITY                          | \$5,495.00  |
| IL | EFFINGHAM CITY                            | \$4,412.00  |
| IL | EFFINGHAM COUNTY                          | \$2,405.00  |
| IL | ELBURN VILLAGE                            | \$1,200.00  |
| IL | ELGIN CITY                                | \$10,899.63 |
| IL | ELMHURST CITY                             | \$8,587.50  |
| IL | EVANSTON CITY                             | \$12,000.00 |
| IL | FAIRVIEW HEIGHTS CITY                     | \$2,870.00  |
| IL | FARMER CITY                               | \$2,400.00  |
| IL | FAYETTE COUNTY                            | \$1,073.50  |
| IL | FLORA CITY                                | \$4,620.00  |
| IL | FORD COUNTY                               | \$2,672.00  |
| IL | FOREST PARK VILLAGE                       | \$6,300.00  |
| IL | FOREST VIEW VILLAGE                       | \$2,717.50  |
| IL | FOX LAKE VILLAGE                          | \$4,944.50  |
| IL | FRANKFORT VILLAGE                         | \$1,630.00  |
| IL | FRANKLIN PARK VILLAGE                     | \$8,340.00  |
| IL | FREEPORT CITY                             | \$1,601.85  |
| IL | FOREST PRESERVE DISTRICT OF DUPAGE COUNTY | \$1,953.33  |
| IL | GALESBURG CITY                            | \$4,725.74  |
| IL | GENEVA CITY                               | \$3,298.50  |
| IL | GILBERTS VILLAGE                          | \$2,548.00  |
| IL | GLEN CARBON VILLAGE                       | \$1,680.00  |
| IL | GLEN ELLYN VILLAGE                        | \$3,787.85  |
| IL | GLENCOE VILLAGE                           | \$3,875.00  |
| IL | GLENDALE HEIGHTS VILLAGE                  | \$6,599.89  |
| IL | GLENVIEW VILLAGE                          | \$28,000.00 |
| IL | GRANITE CITY                              | \$3,260.00  |
| IL | GRANTFORK VILLAGE                         | \$1,143.36  |
| IL | GRAYSLAKE VILLAGE                         | \$1,910.00  |
| IL | GREENVILLE CITY                           | \$1,788.00  |
| IL | GRUNDY COUNTY                             | \$4,781.50  |
| IL | GURNEE VILLAGE                            | \$24,057.50 |
| IL | HAMEL VILLAGE                             | \$1,206.50  |
| IL | HAMILTON COUNTY                           | \$3,430.00  |
| IL | HANOVER PARK VILLAGE                      | \$3,347.85  |
| IL | HARWOOD HEIGHTS VILLAGE                   | \$1,190.01  |
| IL | HAWTHORNE WOODS VILLAGE                   | \$1,350.00  |
| IL | HIGHLAND CITY                             | \$1,155.00  |
| IL | HIGHLAND PARK CITY                        | \$6,004.60  |
| IL | HINSDALE VILLAGE                          | \$1,492.98  |
| IL | HOFFMAN ESTATES VILLAGE                   | \$7,000.00  |
| IL | HOMETOWN CITY                             | \$7,740.00  |
| IL | HOMEWOOD VILLAGE                          | \$4,106.50  |
| IL | HUNTLEY VILLAGE                           | \$5,888.00  |

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|----|---------------------------|-------------|
| IL | ILLINOIS                  | \$12,539.00 |
| IL | JACKSON COUNTY            | \$2,387.84  |
| IL | JUSTICE VILLAGE           | \$9,450.00  |
| IL | KANKAKEE COUNTY           | \$1,464.76  |
| IL | KENDALL COUNTY            | \$4,684.93  |
| IL | KENILWORTH VILLAGE        | \$1,533.66  |
| IL | KILDEER VILLAGE           | \$1,200.00  |
| IL | KNOX COUNTY               | \$6,000.00  |
| IL | LA SALLE CITY             | \$744.13    |
| IL | LAKE BLUFF VILLAGE        | \$2,087.50  |
| IL | LAKE COUNTY               | \$21,065.93 |
| IL | LAKE FOREST CITY          | \$9,617.50  |
| IL | LAKE IN THE HILLS VILLAGE | \$4,623.50  |
| IL | LAKE VILLA VILLAGE        | \$2,124.50  |
| IL | LAKE ZURICH VILLAGE       | \$2,540.00  |
| IL | LAKEMOOR VILLAGE          | \$1,125.00  |
| IL | LANARK CITY               | \$1,154.93  |
| IL | LE ROY CITY               | \$843.75    |
| IL | LEMONT VILLAGE            | \$3,412.50  |
| IL | LIBERTYVILLE VILLAGE      | \$3,778.00  |
| IL | LINCOLN CITY              | \$1,337.50  |
| IL | LINCOLNWOOD VILLAGE       | \$2,025.00  |
| IL | LINDENHURST VILLAGE       | \$2,805.00  |
| IL | LISLE VILLAGE             | \$2,491.00  |
| IL | LOCKPORT CITY             | \$8,807.50  |
| IL | LOVES PARK CITY           | \$3,087.98  |
| IL | MACOMB CITY               | \$1,285.00  |
| IL | MADISON COUNTY            | \$157.76    |
| IL | MAHOMET VILLAGE           | \$2,712.50  |
| IL | MANTENO VILLAGE           | \$4,913.00  |
| IL | MARENGO CITY              | \$1,200.00  |
| IL | MARKHAM CITY              | \$16,800.00 |
| IL | MARSHALL COUNTY           | \$1,530.00  |
| IL | MARYVILLE VILLAGE         | \$1,600.00  |
| IL | MASCOUTAH CITY            | \$1,600.00  |
| IL | MASON COUNTY              | \$3,239.00  |
| IL | MATTESON VILLAGE          | \$4,290.00  |
| IL | MATTOON CITY              | \$13,300.00 |
| IL | MAYWOOD VILLAGE           | \$4,000.00  |
| IL | MCCOOK VILLAGE            | \$1,995.00  |
| IL | MCHENRY CITY              | \$5,010.00  |
| IL | MCLEANSBORO CITY          | \$3,302.49  |
| IL | MELROSE PARK VILLAGE      | \$14,000.00 |
| IL | MERRIONETTE PARK VILLAGE  | \$10,482.50 |
| IL | MIDLOTHIAN VILLAGE        | \$1,925.00  |
| IL | MILAN VILLAGE             | \$1,360.00  |
| IL | MILLSTADT VILLAGE         | \$2,400.00  |

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| IL | MINIER VILLAGE           | \$1,800.00  |
| IL | MOKENA VILLAGE           | \$2,194.35  |
| IL | MOLINE CITY              | \$6,277.50  |
| IL | MOMENCE CITY             | \$1,050.00  |
| IL | MONMOUTH CITY            | \$2,606.18  |
| IL | MONTGOMERY VILLAGE       | \$2,944.00  |
| IL | MORRIS CITY              | \$10,800.00 |
| IL | MORRISON CITY            | \$265.00    |
| IL | MORTON VILLAGE           | \$4,494.62  |
| IL | MOUNT PROSPECT VILLAGE   | \$10,125.00 |
| IL | MT. PULASKI CITY         | \$1,000.00  |
| IL | MUNDELEIN VILLAGE        | \$4,592.50  |
| IL | MURPHYSBORO CITY         | \$2,553.50  |
| IL | NAPERVILLE CITY          | \$3,346.38  |
| IL | NEW LENOX VILLAGE        | \$2,399.46  |
| IL | NILES VILLAGE            | \$5,427.50  |
| IL | NORMAL TOWN              | \$5,570.00  |
| IL | NORRIDGE VILLAGE         | \$3,180.00  |
| IL | NORTH AURORA VILLAGE     | \$1,180.42  |
| IL | NORTHFIELD VILLAGE       | \$1,290.00  |
| IL | NAPERVILLE PARK DISTRICT | \$1,049.43  |
| IL | O FALLON CITY            | \$5,200.00  |
| IL | OAK BROOK VILLAGE        | \$4,170.00  |
| IL | OAK PARK VILLAGE         | \$4,957.00  |
| IL | OAKBROOK TERRACE CITY    | \$2,075.50  |
| IL | OGLE COUNTY              | \$2,645.00  |
| IL | OKAWVILLE VILLAGE        | \$875.00    |
| IL | OLNEY CITY               | \$5,200.00  |
| IL | OLYMPIA FIELDS VILLAGE   | \$2,600.00  |
| IL | ORLAND PARK VILLAGE      | \$10,650.00 |
| IL | OSWEGO VILLAGE           | \$1,806.00  |
| IL | PALATINE VILLAGE         | \$6,935.00  |
| IL | PALOS HEIGHTS CITY       | \$1,882.50  |
| IL | PALOS HILL CITY          | \$2,309.98  |
| IL | PANA CITY                | \$3,600.00  |
| IL | PARK RIDGE CITY          | \$3,340.00  |
| IL | PEORIA CITY              | \$3,889.45  |
| IL | PINGREE GROVE VILLAGE    | \$2,185.00  |
| IL | PLAINFIELD VILLAGE       | \$9,005.00  |
| IL | PLANO CITY               | \$3,599.91  |
| IL | PEORIA PARK DISTRICT     | \$568.89    |
| IL | QUINCY CITY              | \$5,712.50  |
| IL | RICHMOND VILLAGE         | \$3,500.00  |
| IL | RIGHTON PARK VILLAGE     | \$1,922.50  |
| IL | RIVER FOREST VILLAGE     | \$4,400.00  |
| IL | RIVERSIDE VILLAGE        | \$2,064.00  |
| IL | ROCHESTER VILLAGE        | \$1,393.99  |

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| IL | ROCK FALLS CITY          | \$1,057.50  |
| IL | ROCK ISLAND CITY         | \$8,190.00  |
| IL | ROCKTON VILLAGE          | \$2,876.00  |
| IL | ROMEOVILLE VILLAGE       | \$10,000.00 |
| IL | ROSCOE VILLAGE           | \$1,684.35  |
| IL | ROSELLE VILLAGE          | \$1,850.00  |
| IL | ROSEMONT VILLAGE         | \$7,437.50  |
| IL | ROUND LAKE BEACH VILLAGE | \$6,468.00  |
| IL | ROUND LAKE VILLAGE       | \$3,107.50  |
| IL | SAVANNA CITY             | \$274.85    |
| IL | SCHAUMBURG VILLAGE       | \$12,232.50 |
| IL | SCHILLER PARK VILLAGE    | \$3,300.00  |
| IL | SHILOH VILLAGE           | \$1,237.50  |
| IL | SHOREWOOD VILLAGE        | \$4,110.00  |
| IL | SKOKIE VILLAGE           | \$9,116.00  |
| IL | SLEEPY HOLLOW VILLAGE    | \$1,540.00  |
| IL | SOUTH BARRINGTON VILLAGE | \$1,530.00  |
| IL | SOUTH HOLLAND VILLAGE    | \$8,613.00  |
| IL | SPRING GROVE VILLAGE     | \$2,094.40  |
| IL | SPRING VALLEY CITY       | \$2,316.00  |
| IL | ST CLAIR COUNTY          | \$2,259.10  |
| IL | STANFORD VILLAGE         | \$830.50    |
| IL | STEPHENSON COUNTY        | \$4,218.38  |
| IL | STREAMWOOD VILLAGE       | \$6,603.50  |
| IL | SUMMIT VILLAGE           | \$2,520.00  |
| IL | SWANSEA VILLAGE          | \$5,058.00  |
| IL | SYCAMORE CITY            | \$4,631.00  |
| IL | TAZEWELL COUNTY          | \$498.33    |
| IL | THORNTON VILLAGE         | \$3,200.00  |
| IL | TUSCOLA CITY             | \$455.39    |
| IL | URBANA CITY              | \$4,604.35  |
| IL | VERNON HILLS VILLAGE     | \$5,200.00  |
| IL | VILLA PARK VILLAGE       | \$12,500.00 |
| IL | VILLAGE OF LAGRANGE PARK | \$2,412.50  |
| IL | WASHINGTON COUNTY        | \$1,429.50  |
| IL | WAUCONDA VILLAGE         | \$1,200.00  |
| IL | WAUKEGAN CITY            | \$17,042.50 |
| IL | WEST CHICAGO CITY        | \$6,174.00  |
| IL | WEST DUNDEE VILLAGE      | \$3,300.50  |
| IL | WESTCHESTER VILLAGE      | \$4,800.00  |
| IL | WESTERN SPRINGS VILLAGE  | \$2,520.00  |
| IL | WESTMONT VILLAGE         | \$4,000.00  |
| IL | WHEATON CITY             | \$4,000.00  |
| IL | WHEELING VILLAGE         | \$6,262.50  |
| IL | WILLIAMSON COUNTY        | \$1,770.00  |
| IL | WILLOW SPRINGS VILLAGE   | \$2,100.00  |
| IL | WILLOWBROOK VILLAGE      | \$1,048.50  |

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| IL | WILMETTE VILLAGE                         | \$2,055.00            |
| IL | WINFIELD VILLAGE                         | \$3,790.00            |
| IL | WINNETKA VILLAGE                         | \$5,172.00            |
| IL | WOODRIDGE VILLAGE                        | \$4,000.00            |
| IL | WOODSTOCK CITY                           | \$8,358.53            |
| IL | YORKVILLE CITY                           | \$5,447.50            |
|    | <b>Totals for IL(253 Jurisdictions):</b> | <b>\$1,164,698.76</b> |
| IN | ADAMS COUNTY                             | \$9,200.00            |
| IN | AUSTIN TOWN                              | \$854.00              |
| IN | AVON TOWN                                | \$1,759.98            |
| IN | BATESVILLE CITY                          | \$850.00              |
| IN | BEDFORD CITY                             | \$1,572.00            |
| IN | BLUFFTON CITY                            | \$2,971.50            |
| IN | BOONE COUNTY                             | \$1,600.00            |
| IN | BOONVILLE CITY                           | \$6,573.00            |
| IN | BOURBON TOWN                             | \$1,600.00            |
| IN | BREMEN TOWN                              | \$400.00              |
| IN | BROWNSBURG TOWN                          | \$6,812.50            |
| IN | CEDAR LAKE TOWN                          | \$2,107.91            |
| IN | CENTERVILLE TOWN                         | \$2,800.00            |
| IN | CHESTERTON TOWN                          | \$2,700.00            |
| IN | CHURUBUSCO TOWN                          | \$750.00              |
| IN | CLERMONT TOWN                            | \$8,050.00            |
| IN | CLINTON COUNTY                           | \$7,482.54            |
| IN | COLUMBUS CITY                            | \$3,512.99            |
| IN | CONNERSVILLE CITY                        | \$2,125.00            |
| IN | CROWN POINT CITY                         | \$2,902.50            |
| IN | DANVILLE TOWN                            | \$3,300.84            |
| IN | ELBERFELD TOWN                           | \$799.00              |
| IN | ELKHART CITY                             | \$17,600.00           |
| IN | ELLETTSVILLE TOWN                        | \$1,792.80            |
| IN | FERDINAND TOWN                           | \$387.50              |
| IN | FISHERS TOWN                             | \$18,525.00           |
| IN | FLOYD COUNTY                             | \$33,318.48           |
| IN | FORTVILLE TOWN                           | \$5,583.80            |
| IN | FRANKLIN CITY                            | \$4,291.50            |
| IN | FRANKLIN COUNTY                          | \$2,437.50            |
| IN | GARRETT CITY                             | \$1,750.00            |
| IN | GAS CITY                                 | \$4,612.50            |
| IN | GREENCASTLE CITY                         | \$5,422.50            |
| IN | GREENSBURG CITY                          | \$3,400.00            |
| IN | GREENWOOD CITY                           | \$6,360.00            |
| IN | GRIFFITH TOWN                            | \$1,625.00            |
| IN | HAMMOND CITY                             | \$22,500.00           |
| IN | HANCOCK COUNTY                           | \$6,899.93            |
| IN | HIGHLAND TOWN                            | \$2,555.00            |
| IN | HEMLOCK TOWN                             | \$3,146.50            |



|    |                          |             |
|----|--------------------------|-------------|
| IN | HUNTINGTON CITY          | \$7,425.00  |
| IN | JASPER CITY              | \$1,998.00  |
| IN | KNOX COUNTY              | \$8,308.63  |
| IN | KOKOMO CITY              | \$10,400.00 |
| IN | KOSCIUSKO COUNTY         | \$24,000.00 |
| IN | LAFAYETTE CITY           | \$7,552.00  |
| IN | LAPORTE CITY             | \$3,137.50  |
| IN | LAWRENCEBURG CITY        | \$4,129.45  |
| IN | LEBANON CITY             | \$8,857.68  |
| IN | LIGONIER CITY            | \$3,392.50  |
| IN | LOGANSPOUT CITY          | \$3,690.00  |
| IN | MERRILLVILLE TOWN        | \$1,770.00  |
| IN | MISHAWAKA CITY           | \$30,540.00 |
| IN | MITCHELL CITY            | \$4,372.50  |
| IN | MONTGOMERY COUNTY        | \$3,911.30  |
| IN | MORGAN COUNTY            | \$7,975.00  |
| IN | MUNCIE CITY              | \$13,762.50 |
| IN | MUNSTER TOWN             | \$2,130.00  |
| IN | NEW HAVEN CITY           | \$2,460.00  |
| IN | NEWBURGH TOWN            | \$950.00    |
| IN | NOBLESVILLE CITY         | \$7,696.50  |
| IN | NORTH VERNON CITY        | \$3,694.50  |
| IN | NORTH WEBSTER TOWN       | \$824.50    |
| IN | PERU CITY                | \$5,287.50  |
| IN | PLAINFIELD TOWN          | \$7,076.98  |
| IN | PLYMOUTH CITY            | \$2,220.00  |
| IN | PORTAGE CITY             | \$6,631.00  |
| IN | RUSHVILLE CITY           | \$2,140.00  |
| IN | SCHERERVILLE TOWN        | \$6,887.50  |
| IN | SCOTT COUNTY             | \$4,815.00  |
| IN | SCOTTSBURG CITY          | \$3,000.00  |
| IN | SEYMOUR CITY             | \$3,476.00  |
| IN | SHELBY COUNTY            | \$2,322.50  |
| IN | SOUTHPORT CITY           | \$5,882.50  |
| IN | SPENCER COUNTY           | \$2,445.00  |
| IN | SPENCER TOWN             | \$5,603.25  |
| IN | SUMMITVILLE TOWN         | \$4,800.00  |
| IN | STEBEN COUNTY GOVERNMENT | \$6,275.00  |
| IN | TERRE HAUTE CITY         | \$7,580.85  |
| IN | TIPTON CITY              | \$1,200.00  |
| IN | TOPEKA TOWN              | \$1,612.50  |
| IN | VEEDERSBURG TOWN         | \$1,600.00  |
| IN | VINCENNES CITY           | \$4,920.00  |
| IN | WALKERTON TOWN           | \$5,600.00  |
| IN | WARSAW CITY              | \$6,400.00  |
| IN | WAYNE COUNTY             | \$8,462.96  |
| IN | WEST LAFAYETTE CITY      | \$6,479.08  |

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|----|-----------------------------------------|---------------------|
| IN | WEST TERRE HAUTE TOWN                   | \$10,080.00         |
| IN | WHITESTOWN TOWN                         | \$1,880.00          |
| IN | WHITLEY COUNTY                          | \$6,802.00          |
| IN | ZIONSVILLE TOWN                         | \$6,000.00          |
|    | <b>Totals for IN(91 Jurisdictions):</b> | <b>\$513,388.95</b> |
| KS | ABILENE CITY                            | \$1,758.00          |
| KS | ANDERSON COUNTY                         | \$1,170.00          |
| KS | ANDOVER CITY                            | \$2,325.00          |
| KS | ATCHISON COUNTY                         | \$413.00            |
| KS | AUGUSTA CITY                            | \$3,637.50          |
| KS | BASEHOR CITY                            | \$1,153.50          |
| KS | BELLE PLAINE CITY                       | \$770.00            |
| KS | BURLINGTON CITY                         | \$811.90            |
| KS | BUTLER COUNTY                           | \$11,812.50         |
| KS | CHEROKEE COUNTY                         | \$2,120.00          |
| KS | COFFEY COUNTY                           | \$5,961.18          |
| KS | COLBY CITY                              | \$1,615.00          |
| KS | COWLEY COUNTY                           | \$2,733.00          |
| KS | CRAWFORD COUNTY                         | \$3,596.44          |
| KS | DERBY CITY                              | \$7,110.00          |
| KS | DODGE CITY                              | \$7,275.00          |
| KS | DOUGLAS COUNTY                          | \$3,872.24          |
| KS | EL DORADO CITY                          | \$4,229.78          |
| KS | ELK COUNTY                              | \$2,400.00          |
| KS | ELLIS CITY                              | \$468.59            |
| KS | ELLSWORTH CITY                          | \$2,375.00          |
| KS | EMPORIA CITY                            | \$2,990.00          |
| KS | FAIRWAY CITY                            | \$1,010.00          |
| KS | FORD COUNTY                             | \$5,339.50          |
| KS | FRANKLIN COUNTY                         | \$8,701.00          |
| KS | FRONTENAC CITY                          | \$681.30            |
| KS | GALENA CITY                             | \$2,097.00          |
| KS | GARDEN CITY                             | \$7,998.80          |
| KS | GARNETT CITY                            | \$1,155.00          |
| KS | GOODLAND CITY                           | \$1,235.00          |
| KS | GRANT COUNTY                            | \$4,622.50          |
| KS | GREAT BEND CITY                         | \$10,800.00         |
| KS | HAYS CITY                               | \$4,000.00          |
| KS | HAYSVILLE CITY                          | \$1,225.00          |
| KS | HESSTON CITY                            | \$1,508.50          |
| KS | HIAWATHA CITY                           | \$4,476.00          |
| KS | HOLCOMB CITY                            | \$1,562.50          |
| KS | IOLA CITY                               | \$374.50            |
| KS | JACKSON COUNTY                          | \$1,912.50          |
| KS | JEWELL COUNTY                           | \$342.63            |
| KS | JOHNSON COUNTY                          | \$2,782.28          |
| KS | JUNCTION CITY                           | \$5,262.18          |

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|----|-----------------------------------------|---------------------|
| KS | KANSAS                                  | \$75,572.75         |
| KS | LARNED CITY                             | \$1,047.00          |
| KS | LAWRENCE CITY                           | \$4,705.59          |
| KS | LEAVENWORTH CITY                        | \$2,145.00          |
| KS | LEAWOOD CITY                            | \$3,847.50          |
| KS | LENEXA CITY                             | \$6,440.00          |
| KS | LIBERAL CITY                            | \$3,774.00          |
| KS | LOUISBURG CITY                          | \$5,999.95          |
| KS | LYNDON CITY                             | \$1,200.00          |
| KS | LYON COUNTY                             | \$3,562.50          |
| KS | MARION CITY                             | \$393.64            |
| KS | MARSHALL COUNTY                         | \$2,390.00          |
| KS | MEADE COUNTY                            | \$3,231.00          |
| KS | MERRIAM CITY                            | \$4,600.00          |
| KS | MISSION CITY                            | \$1,700.00          |
| KS | MITCHELL COUNTY                         | \$4,000.00          |
| KS | MONTGOMERY COUNTY                       | \$13,260.00         |
| KS | NORTON CITY                             | \$1,192.50          |
| KS | OLATHE CITY                             | \$5,424.96          |
| KS | OSAGE COUNTY                            | \$5,523.64          |
| KS | OTTAWA CITY                             | \$4,412.50          |
| KS | OVERLAND PARK CITY                      | \$19,783.79         |
| KS | PRAIRIE VILLAGE CITY                    | \$6,720.00          |
| KS | PRAIRIE BAND POTAWATOMI INDIANS         | \$3,250.00          |
| KS | RENO COUNTY                             | \$5,200.00          |
| KS | RILEY COUNTY                            | \$8,259.88          |
| KS | ROELAND PARK CITY                       | \$1,530.00          |
| KS | ROSE HILL CITY                          | \$400.00            |
| KS | RUSSELL COUNTY                          | \$4,650.00          |
| KS | SALINA CITY                             | \$7,500.00          |
| KS | SALINE COUNTY                           | \$12,661.68         |
| KS | SHAWNEE CITY                            | \$9,828.00          |
| KS | SPRING HILL CITY                        | \$1,600.00          |
| KS | STERLING CITY                           | \$1,362.50          |
| KS | THOMAS COUNTY                           | \$1,200.00          |
| KS | TONGANOXIE CITY                         | \$992.50            |
| KS | VALLEY CENTER CITY                      | \$1,589.44          |
|    | <b>Totals for KS(79 Jurisdictions):</b> | <b>\$378,634.14</b> |
| KY | BEREA CITY                              | \$4,036.50          |
| KY | BOWLING GREEN CITY                      | \$18,700.00         |
| KY | CAMPBELL COUNTY                         | \$4,975.00          |
| KY | CAMPBELLSVILLE CITY                     | \$1,936.00          |
| KY | COVINGTON CITY                          | \$15,200.00         |
| KY | DAYTON CITY                             | \$1,400.00          |
| KY | EDGEWOOD CITY                           | \$705.00            |
| KY | GEORGETOWN CITY                         | \$8,152.50          |
| KY | GLASGOW CITY                            | \$2,833.00          |

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| KY | HENDERSON CITY                           | \$4,800.00          |
| KY | INDEPENDENCE CITY                        | \$2,520.00          |
| KY | JEFFERSONTOWN CITY                       | \$3,887.22          |
| KY | MURRAY CITY                              | \$1,989.00          |
| KY | OWENSBORO CITY                           | \$12,869.85         |
| KY | PADUCAH CITY                             | \$8,098.38          |
| KY | RADCLIFF CITY                            | \$7,199.95          |
| KY | RICHMOND CITY                            | \$4,535.09          |
| KY | RUSSELLVILLE CITY                        | \$2,133.50          |
| KY | SCOTT COUNTY                             | \$7,370.00          |
| KY | SHELBYVILLE CITY                         | \$3,982.50          |
| KY | SOUTHGATE CITY                           | \$3,993.30          |
|    | <b>Totals for KY(21 Jurisdictions):</b>  | <b>\$121,316.79</b> |
| LA | ABBEVILLE CITY                           | \$1,425.50          |
| LA | ACADIA PARISH                            | \$8,000.00          |
| LA | ALLEN PARISH                             | \$4,455.00          |
| LA | ASCENSION PARISH                         | \$5,321.70          |
| LA | BEAUREGARD PARISH                        | \$7,300.80          |
| LA | BERWICK TOWN                             | \$4,095.00          |
| LA | BOSSIER PARISH                           | \$7,648.87          |
| LA | BREAUX BRIDGE CITY                       | \$3,282.23          |
| LA | BROUSSARD TOWN                           | \$3,885.39          |
| LA | CADDO PARISH                             | \$31,267.85         |
| LA | CARENCRO CITY                            | \$7,770.78          |
| LA | CHITIMACHA TRIBE                         | \$5,972.86          |
| LA | CIVIL SHERIFF - ORLEANS PARISH           | \$103,068.04        |
| LA | EAST FELICIANA PARISH                    | \$4,538.50          |
| LA | EAST BATON ROUGE PARISH SHERIFF'S OFFICE | \$43,608.08         |
| LA | FRANKLIN CITY                            | \$1,200.00          |
| LA | GREENWOOD TOWN                           | \$1,696.68          |
| LA | GRETNA CITY                              | \$11,592.90         |
| LA | HAMMOND CITY                             | \$7,400.00          |
| LA | HARAHAN CITY                             | \$3,453.64          |
| LA | INDEPENDENCE TOWN                        | \$1,600.00          |
| LA | KENNER CITY                              | \$16,335.00         |
| LA | KENTWOOD TOWN                            | \$4,317.05          |
| LA | LAFOURCHE PARISH SHERIFF'S OFFICE        | \$8,437.50          |
| LA | LIVINGSTON PARISH                        | \$6,851.38          |
| LA | LOUISIANA                                | \$142,464.19        |
| LA | LUTCHER TOWN                             | \$800.00            |
| LA | MONROE CITY                              | \$18,590.00         |
| LA | MOREHOUSE PARISH                         | \$2,851.20          |
| LA | NATCHITOCHES CITY                        | \$2,725.00          |
| LA | NATCHITOCHES PARISH                      | \$10,995.75         |
| LA | NEW IBERIA CITY                          | \$3,317.60          |
| LA | OAKDALE CITY                             | \$5,989.05          |
| LA | PEARL RIVER TOWN                         | \$2,937.12          |

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| LA | PLAQUEMINES PARISH                          | \$14,375.00         |
| LA | POINTE COUPEE PARISH                        | \$3,885.00          |
| LA | PONCHATOULA CITY                            | \$5,432.62          |
| LA | PORT ALLEN CITY                             | \$2,636.88          |
| LA | RAPIDES PARISH                              | \$21,328.86         |
| LA | ST BERNARD PARISH                           | \$7,750.00          |
| LA | ST JOHN THE BAPTIST PARISH SHERIFF'S OFFICE | \$40,000.00         |
| LA | ST LANDRY PARISH SHERIFF DEPARTMENT         | \$4,307.20          |
| LA | ST MARTIN PARISH                            | \$15,876.42         |
| LA | ST MARY PARISH                              | \$8,076.00          |
| LA | ST TAMMANY PARISH                           | \$31,054.39         |
| LA | SULPHUR CITY                                | \$5,199.94          |
| LA | THIBODAU CITY                               | \$2,974.40          |
| LA | VERMILION PARISH                            | \$25,609.85         |
| LA | WALKER TOWN                                 | \$4,116.00          |
| LA | WEST FELICIANA PARISH                       | \$9,015.00          |
| LA | ZACHARY CITY                                | \$24,000.00         |
|    | <b>Totals for LA(51 Jurisdictions):</b>     | <b>\$720,832.22</b> |
| MA | ABINGTON TOWN                               | \$4,922.50          |
| MA | ACTON TOWN                                  | \$16,625.00         |
| MA | AMESBURY TOWN                               | \$5,600.00          |
| MA | AMHERST TOWN                                | \$8,455.00          |
| MA | ATTLEBORO CITY                              | \$16,110.00         |
| MA | AVON TOWN                                   | \$4,714.88          |
| MA | BARNSTABLE CITY                             | \$20,000.00         |
| MA | BARRE TOWN                                  | \$2,000.00          |
| MA | BEDFORD TOWN                                | \$2,237.50          |
| MA | BELCHERTOWN TOWN                            | \$4,500.00          |
| MA | BERKLEY TOWN                                | \$2,190.00          |
| MA | BERLIN TOWN                                 | \$1,823.00          |
| MA | BEVERLY CITY                                | \$4,475.00          |
| MA | BILLERICA TOWN                              | \$7,375.00          |
| MA | BLACKSTONE TOWN                             | \$1,600.00          |
| MA | BOLTON TOWN                                 | \$2,012.00          |
| MA | BRAINTREE TOWN                              | \$14,295.00         |
| MA | BRIDGEWATER TOWN                            | \$2,298.50          |
| MA | BROCKTON CITY                               | \$15,449.50         |
| MA | CHARLTON TOWN                               | \$2,110.00          |
| MA | CHELSEA CITY                                | \$12,000.00         |
| MA | CHESTER TOWN                                | \$1,350.00          |
| MA | CHICOPEE CITY                               | \$38,400.00         |
| MA | CLINTON TOWN                                | \$5,000.00          |
| MA | COHASSET TOWN                               | \$980.40            |
| MA | DANVERS TOWN                                | \$18,753.00         |
| MA | DARTMOUTH TOWN                              | \$16,650.00         |
| MA | DEDHAM TOWN                                 | \$6,360.00          |
| MA | DEERFIELD TOWN                              | \$2,356.25          |

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|----|-----------------------|-------------|
| MA | DENNIS TOWN           | \$1,425.00  |
| MA | DOVER TOWN            | \$2,237.50  |
| MA | DRACUT TOWN           | \$17,005.00 |
| MA | DUDLEY TOWN           | \$7,900.00  |
| MA | EAST BRIDGEWATER TOWN | \$9,600.00  |
| MA | EAST LONGMEADOW TOWN  | \$2,675.00  |
| MA | EASTHAM TOWN          | \$2,200.00  |
| MA | EASTON TOWN           | \$11,187.50 |
| MA | EDGARTOWN TOWN        | \$9,579.50  |
| MA | EVERETT CITY          | \$12,992.62 |
| MA | FAIRHAVEN TOWN        | \$2,385.90  |
| MA | FALMOUTH TOWN         | \$8,034.20  |
| MA | FITCHBURG CITY        | \$6,000.00  |
| MA | FRANKLIN CITY         | \$4,432.50  |
| MA | GARDNER CITY          | \$572.50    |
| MA | GLOUCESTER CITY       | \$20,196.00 |
| MA | GRANBY TOWN           | \$1,840.00  |
| MA | GREENFIELD TOWN       | \$13,375.00 |
| MA | HADLEY TOWN           | \$7,600.00  |
| MA | HAMILTON TOWN         | \$7,200.00  |
| MA | HAMPDEN TOWN          | \$2,157.50  |
| MA | HARDWICK TOWN         | \$1,900.00  |
| MA | HARWICH TOWN          | \$15,572.50 |
| MA | HAVERHILL CITY        | \$3,890.10  |
| MA | HINGHAM TOWN          | \$8,579.45  |
| MA | HINSDALE TOWN         | \$2,300.00  |
| MA | HOLLISTON TOWN        | \$1,760.00  |
| MA | HOLYOKE CITY          | \$21,000.00 |
| MA | HOPEDALE TOWN         | \$1,570.17  |
| MA | HOPKINTON TOWN        | \$3,465.60  |
| MA | HUBBARDSTON TOWN      | \$1,600.00  |
| MA | HULL TOWN             | \$5,848.20  |
| MA | KINGSTON TOWN         | \$5,817.50  |
| MA | LAKEVILLE TOWN        | \$2,968.56  |
| MA | LANESBOROUGH TOWN     | \$4,000.00  |
| MA | LEICESTER TOWN        | \$2,900.00  |
| MA | LEOMINSTER CITY       | \$25,080.00 |
| MA | LEXINGTON TOWN        | \$7,160.00  |
| MA | LONGMEADOW TOWN       | \$4,400.00  |
| MA | LUDLOW TOWN           | \$7,741.00  |
| MA | MARBLEHEAD TOWN       | \$4,410.00  |
| MA | MARSHFIELD TOWN       | \$3,727.75  |
| MA | MEDFORD CITY          | \$10,000.00 |
| MA | MELROSE CITY          | \$4,770.00  |
| MA | MENDON TOWN           | \$2,000.00  |
| MA | MILFORD TOWN          | \$2,800.00  |
| MA | MILLIS TOWN           | \$4,417.50  |



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| MA | MILTON TOWN           | \$4,184.00  |
| MA | MONTAGUE TOWN         | \$7,750.00  |
| MA | NAHANT TOWN           | \$2,400.00  |
| MA | NATICK TOWN           | \$17,500.00 |
| MA | NEEDHAM TOWN          | \$5,817.50  |
| MA | NEW BEDFORD CITY      | \$50,697.00 |
| MA | NEWBURY TOWN          | \$3,600.00  |
| MA | NORFOLK TOWN          | \$3,680.78  |
| MA | NORTH ANDOVER TOWN    | \$17,200.00 |
| MA | NORTH BROOKFIELD TOWN | \$2,000.00  |
| MA | NORTHAMPTON CITY      | \$9,900.00  |
| MA | NORTON TOWN           | \$4,425.00  |
| MA | NORWOOD TOWN          | \$8,950.00  |
| MA | OAK BLUFFS TOWN       | \$8,457.50  |
| MA | OXFORD TOWN           | \$9,600.00  |
| MA | PALMER TOWN           | \$4,950.00  |
| MA | PAXTON TOWN           | \$3,399.96  |
| MA | PEMBROKE TOWN         | \$3,507.22  |
| MA | PHILLIPSTON TOWN      | \$1,481.38  |
| MA | PLYMOUTH TOWN         | \$15,760.00 |
| MA | PLYMPTON TOWN         | \$2,487.50  |
| MA | PRINCETON TOWN        | \$2,667.60  |
| MA | PROVINCETOWN TOWN     | \$2,487.50  |
| MA | QUINCY CITY           | \$27,825.00 |
| MA | RANDOLPH TOWN         | \$11,187.50 |
| MA | RAYNHAM TOWN          | \$7,199.50  |
| MA | READING TOWN          | \$3,975.00  |
| MA | REVERE CITY           | \$33,234.00 |
| MA | RUTLAND TOWN          | \$1,136.50  |
| MA | SALEM CITY            | \$25,650.00 |
| MA | SAUGUS TOWN           | \$795.30    |
| MA | SEEKONK TOWN          | \$9,904.85  |
| MA | SHREWSBURY TOWN       | \$6,050.28  |
| MA | SOMERSET TOWN         | \$4,450.50  |
| MA | SOMERVILLE CITY       | \$24,000.00 |
| MA | SOUTH HADLEY TOWN     | \$9,900.00  |
| MA | SOUTHBOROUGH TOWN     | \$2,359.10  |
| MA | SOUTHBRIDGE TOWN      | \$1,902.45  |
| MA | SOUTHWICK TOWN        | \$3,600.00  |
| MA | STERLING TOWN         | \$5,200.00  |
| MA | STOUGHTON TOWN        | \$5,282.15  |
| MA | STURBRIDGE TOWN       | \$2,796.00  |
| MA | SUDBURY TOWN          | \$4,475.00  |
| MA | SUNDERLAND TOWN       | \$2,875.00  |
| MA | TAUNTON CITY          | \$19,690.00 |
| MA | TEWKSBURY TOWN        | \$5,478.20  |
| MA | TISBURY TOWN          | \$746.25    |

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| MA | TOPSFIELD TOWN                           | \$2,487.50            |
| MA | TYNGS BOROUGH TOWN                       | \$3,412.00            |
| MA | UXBRIDGE TOWN                            | \$4,400.00            |
| MA | WAKEFIELD TOWN                           | \$3,728.73            |
| MA | WALPOLE TOWN                             | \$4,475.00            |
| MA | WALTHAM CITY                             | \$14,000.00           |
| MA | WAREHAM TOWN                             | \$5,719.00            |
| MA | WARREN TOWN                              | \$2,000.00            |
| MA | WATERTOWN CITY                           | \$2,000.00            |
| MA | WAYLAND TOWN                             | \$895.00              |
| MA | WELLESLEY TOWN                           | \$2,685.00            |
| MA | WEST TISBURY TOWN                        | \$5,057.50            |
| MA | WESTBOROUGH TOWN                         | \$3,132.50            |
| MA | WESTFIELD CITY                           | \$21,400.00           |
| MA | WESTFORD TOWN                            | \$8,295.00            |
| MA | WESTPORT TOWN                            | \$6,651.90            |
| MA | WESTWOOD TOWN                            | \$3,580.00            |
| MA | WEYMOUTH TOWN                            | \$8,950.00            |
| MA | WILBRAHAM TOWN                           | \$3,300.00            |
| MA | WILLIAMSBURG TOWN                        | \$1,200.00            |
| MA | WILLIAMSTOWN TOWN                        | \$5,005.00            |
| MA | WILMINGTON TOWN                          | \$7,750.00            |
| MA | WINCHENDON TOWN                          | \$6,712.50            |
| MA | WINCHESTER TOWN                          | \$16,788.00           |
| MA | WOBURN CITY                              | \$24,738.00           |
| MA | YARMOUTH TOWN                            | \$2,000.00            |
|    | <b>Totals for MA(149 Jurisdictions):</b> | <b>\$1,133,894.73</b> |
| MD | ABERDEEN CITY                            | \$5,187.00            |
| MD | BALTIMORE COUNTY                         | \$31,437.98           |
| MD | CAMBRIDGE CITY                           | \$4,000.00            |
| MD | CAROLINE COUNTY                          | \$5,046.00            |
| MD | CECIL COUNTY                             | \$3,976.75            |
| MD | CHARLES COUNTY                           | \$18,202.38           |
| MD | CHEVY CHASE VILLAGE TOWN                 | \$895.90              |
| MD | DELMAR TOWN                              | \$3,302.00            |
| MD | DORCHESTER COUNTY                        | \$4,400.00            |
| MD | EASTON TOWN                              | \$6,750.00            |
| MD | ELKTON TOWN                              | \$6,615.00            |
| MD | FREDERICK CITY                           | \$18,000.00           |
| MD | FRUITLAND CITY                           | \$4,300.00            |
| MD | GAITHERSBURG CITY                        | \$7,566.00            |
| MD | GARRETT COUNTY                           | \$2,272.50            |
| MD | HAMPSTEAD TOWN                           | \$477.29              |
| MD | HURLOCK TOWN                             | \$1,900.00            |
| MD | HYATTSVILLE CITY                         | \$14,628.00           |
| MD | LAUREL CITY                              | \$4,250.00            |
| MD | MARYLAND                                 | \$56,698.41           |

|    |                                         |                     |
|----|-----------------------------------------|---------------------|
| MD | MONTGOMERY COUNTY                       | \$9,331.62          |
| MD | OCEAN CITY TOWN                         | \$19,010.66         |
| MD | POCOMOKE CITY                           | \$2,239.88          |
| MD | PRINCE GEORGES COUNTY                   | \$27,153.47         |
| MD | RIVERDALE TOWN                          | \$4,125.00          |
| MD | ROCKVILLE CITY                          | \$10,995.75         |
| MD | SALISBURY CITY                          | \$6,075.00          |
| MD | SEAT PLEASANT CITY                      | \$14,000.00         |
| MD | TAKOMA PARK CITY                        | \$3,482.90          |
| MD | WESTMINSTER CITY                        | \$3,093.75          |
| MD | WICOMICO COUNTY                         | \$5,816.96          |
|    | <b>Totals for MD(31 Jurisdictions):</b> | <b>\$305,230.20</b> |
| ME | AROOSTOOK COUNTY                        | \$2,728.00          |
| ME | AUBURN CITY                             | \$4,384.00          |
| ME | AUGUSTA CITY                            | \$6,398.00          |
| ME | BANGOR CITY                             | \$8,233.68          |
| ME | BAR HARBOR TOWN                         | \$2,000.00          |
| ME | BIDDEFORD CITY                          | \$6,000.00          |
| ME | BRUNSWICK TOWN                          | \$5,600.00          |
| ME | CARIBOU CITY                            | \$2,700.00          |
| ME | CUMBERLAND TOWN                         | \$1,272.12          |
| ME | DAMARISCOTTA TOWN                       | \$3,199.00          |
| ME | ELIOT TOWN                              | \$1,650.00          |
| ME | FAIRFIELD CITY                          | \$1,480.00          |
| ME | FARMINGTON TOWN                         | \$2,257.89          |
| ME | FRYEBURG TOWN                           | \$3,500.00          |
| ME | GARDINER CITY                           | \$2,130.91          |
| ME | HANCOCK COUNTY                          | \$5,980.00          |
| ME | KITTERY TOWN                            | \$2,366.01          |
| ME | KNOX COUNTY                             | \$7,813.50          |
| ME | LEWISTON CITY                           | \$5,625.00          |
| ME | LINCOLN COUNTY                          | \$3,555.00          |
| ME | LISBON TOWN                             | \$5,992.88          |
| ME | MONMOUTH TOWN                           | \$395.00            |
| ME | MOUNT DESERT TOWN                       | \$1,000.00          |
| ME | OLD TOWN CITY                           | \$1,970.00          |
| ME | ORONO TOWN                              | \$2,000.00          |
| ME | PISCATAQUIS COUNTY                      | \$1,116.18          |
| ME | PITTSFIELD TOWN                         | \$3,920.00          |
| ME | PORTLAND CITY                           | \$12,668.96         |
| ME | RICHMOND TOWN                           | \$2,642.78          |
| ME | ROCKLAND CITY                           | \$1,600.00          |
| ME | RUMFORD TOWN                            | \$3,892.00          |
| ME | SACO CITY                               | \$4,449.50          |
| ME | SAGadahoc COUNTY                        | \$1,865.00          |
| ME | SCARBOROUGH TOWN                        | \$7,740.00          |
| ME | SKOWHEGAN TOWN                          | \$2,220.00          |

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|----|-----------------------------------------|---------------------|
| ME | SOMERSET COUNTY                         | \$6,153.00          |
| ME | SOUTH BERWICK TOWN                      | \$1,234.50          |
| ME | SOUTH PORTLAND CITY                     | \$8,983.00          |
| ME | WATERVILLE CITY                         | \$2,000.00          |
| ME | WELLS TOWN                              | \$1,207.38          |
| ME | WESTBROOK CITY                          | \$5,782.50          |
| ME | WINDHAM TOWN                            | \$5,909.50          |
| ME | WINTER HARBOR TOWN                      | \$1,600.00          |
| ME | WISCASSET TOWN                          | \$425.00            |
| ME | YARMOUTH TOWN                           | \$1,704.50          |
| ME | YORK TOWN                               | \$2,706.00          |
|    | <b>Totals for ME(46 Jurisdictions):</b> | <b>\$170,050.79</b> |
| MI | ADRIAN CITY                             | \$2,200.00          |
| MI | ALBION CITY                             | \$3,000.00          |
| MI | ALCONA COUNTY                           | \$1,019.00          |
| MI | ALLEN PARK CITY                         | \$3,147.50          |
| MI | ALPENA CITY                             | \$2,356.00          |
| MI | ANTRIM COUNTY                           | \$4,790.00          |
| MI | AUBURN HILLS CITY                       | \$4,400.00          |
| MI | BARODA TOWNSHIP                         | \$1,222.50          |
| MI | BATH CHARTER TOWNSHIP                   | \$5,316.25          |
| MI | BATTLE CREEK CITY                       | \$6,743.58          |
| MI | BAY CITY                                | \$6,635.00          |
| MI | BELLEVUE VILLAGE                        | \$1,600.00          |
| MI | BENTON CHARTER TOWNSHIP                 | \$7,770.00          |
| MI | BENTON HARBOR CITY                      | \$4,740.00          |
| MI | BENZIE COUNTY                           | \$5,466.50          |
| MI | BERKLEY CITY                            | \$1,900.00          |
| MI | BEVERLY HILLS VILLAGE                   | \$10,000.00         |
| MI | BLACKMAN CHARTER TOWNSHIP               | \$12,719.25         |
| MI | BLOOMFIELD HILLS CITY                   | \$2,677.50          |
| MI | BLOOMFIELD TOWNSHIP                     | \$800.00            |
| MI | BRIDGEPORT CHARTER TOWNSHIP             | \$2,000.00          |
| MI | BRIDGMAN CITY                           | \$772.50            |
| MI | BRIGHTON CITY                           | \$2,101.00          |
| MI | BROWN CITY                              | \$970.00            |
| MI | BROWNSTOWN CHARTER TOWNSHIP             | \$6,357.50          |
| MI | BUENA VISTA CHARTER TOWNSHIP            | \$3,294.00          |
| MI | CALHOUN COUNTY                          | \$3,644.31          |
| MI | CANTON CHARTER TOWNSHIP                 | \$11,550.00         |
| MI | CASS COUNTY                             | \$3,250.00          |
| MI | CHARLEVOIX CITY                         | \$693.00            |
| MI | CHARLOTTE CITY                          | \$2,087.50          |
| MI | CHEBOYGAN CITY                          | \$1,869.25          |
| MI | CHEBOYGAN COUNTY                        | \$387.50            |
| MI | CHESTERFIELD CHARTER TOWNSHIP           | \$4,290.00          |
| MI | CHOCOLAY CHARTER TOWNSHIP               | \$1,061.00          |

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|----|------------------------------|-------------|
| MI | CLARE CITY                   | \$2,940.00  |
| MI | CLAWSON CITY                 | \$497.50    |
| MI | CLINTON CHARTER TOWNSHIP     | \$2,597.75  |
| MI | CLINTON COUNTY               | \$1,075.00  |
| MI | CRAWFORD COUNTY              | \$3,225.00  |
| MI | DAVISON TOWNSHIP             | \$1,335.00  |
| MI | DE WITT CITY                 | \$1,040.00  |
| MI | DEARBORN CITY                | \$23,200.00 |
| MI | DEARBORN HEIGHTS CITY        | \$16,300.00 |
| MI | DENTON TOWNSHIP              | \$347.50    |
| MI | DEWITT CHARTER TOWNSHIP      | \$1,252.01  |
| MI | DRYDEN TOWNSHIP              | \$1,566.78  |
| MI | EAST GRAND RAPIDS CITY       | \$735.00    |
| MI | EAST JORDAN CITY             | \$1,787.50  |
| MI | EAST LANSING CITY            | \$4,627.50  |
| MI | EATON COUNTY                 | \$3,854.98  |
| MI | EATON RAPIDS CITY            | \$750.00    |
| MI | ERIE TOWNSHIP                | \$800.00    |
| MI | ESCANABA CITY                | \$5,800.00  |
| MI | FARMINGTON HILLS CITY        | \$35,775.00 |
| MI | FENTON CITY                  | \$2,115.00  |
| MI | FLAT ROCK CITY               | \$2,012.50  |
| MI | FRANKLIN VILLAGE             | \$437.50    |
| MI | FRUITPORT CHARTER TOWNSHIP   | \$1,983.73  |
| MI | GARDEN CITY                  | \$4,919.00  |
| MI | GERRISH TOWNSHIP             | \$2,502.50  |
| MI | GRAND BLANC CHARTER TOWNSHIP | \$2,720.00  |
| MI | GRAND BLANC CITY             | \$5,799.00  |
| MI | GRAND HAVEN CITY             | \$10,445.00 |
| MI | GRAND LEDGE CITY             | \$1,245.00  |
| MI | GRAND RAPIDS CITY            | \$5,527.26  |
| MI | GRAND TRAVERSE COUNTY        | \$6,862.50  |
| MI | GRANDVILLE CITY              | \$8,120.00  |
| MI | GRATIOT COUNTY               | \$14,799.83 |
| MI | GREEN OAK TOWNSHIP           | \$2,052.50  |
| MI | GREENVILLE CITY              | \$1,600.00  |
| MI | GROSSE ILE TOWNSHIP          | \$1,528.00  |
| MI | GROSSE POINTE FARMS CITY     | \$2,800.00  |
| MI | GROSSE POINTE PARK CITY      | \$8,000.00  |
| MI | GROSSE POINTE WOODS CITY     | \$4,400.00  |
| MI | GUN LAKE TRIBE PUBLIC SAFETY | \$3,132.50  |
| MI | HAMTRAMCK CITY               | \$4,290.00  |
| MI | HARBOR SPRINGS CITY          | \$880.00    |
| MI | HARPER WOODS CITY            | \$3,160.00  |
| MI | HART CITY                    | \$524.00    |
| MI | HAZEL PARK CITY              | \$3,475.00  |
| MI | HOLLAND CITY                 | \$7,205.00  |

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|----|------------------------------------------|-------------|
| MI | HOUGHTON CITY                            | \$4,400.00  |
| MI | HOUGHTON COUNTY                          | \$5,701.00  |
| MI | HOWELL CITY                              | \$6,736.87  |
| MI | HURON CHARTER TOWNSHIP                   | \$1,735.00  |
| MI | HURON COUNTY                             | \$1,630.00  |
| MI | INGHAM COUNTY                            | \$1,706.66  |
| MI | INKSTER CITY                             | \$4,895.00  |
| MI | IOSCO COUNTY                             | \$737.50    |
| MI | IRONWOOD CITY                            | \$2,799.99  |
| MI | JACKSON CITY                             | \$4,695.00  |
| MI | JACKSON COUNTY                           | \$3,212.53  |
| MI | KALAMAZOO CITY                           | \$32,303.75 |
| MI | KALAMAZOO VALLEY COMM COLL               | \$850.50    |
| MI | KALKASKA COUNTY                          | \$4,247.50  |
| MI | KENTWOOD CITY                            | \$5,880.00  |
| MI | LAINGSBURG CITY                          | \$1,372.00  |
| MI | LAKE COUNTY                              | \$1,490.00  |
| MI | LANSING CITY                             | \$9,197.76  |
| MI | LAPEER COUNTY                            | \$6,100.00  |
| MI | LENAWEE COUNTY                           | \$2,999.96  |
| MI | LINCOLN CHARTER TOWNSHIP                 | \$860.00    |
| MI | LINCOLN PARK CITY                        | \$9,787.50  |
| MI | LUDINGTON CITY                           | \$3,600.00  |
| MI | MACKINAW CITY VILLAGE                    | \$1,042.50  |
| MI | MADISON HEIGHTS CITY                     | \$3,260.00  |
| MI | MANISTEE COUNTY                          | \$2,572.50  |
| MI | MARINE CITY                              | \$1,712.50  |
| MI | MARSHALL CITY                            | \$5,600.00  |
| MI | MASON CITY                               | \$1,333.00  |
| MI | MASON COUNTY                             | \$4,547.00  |
| MI | MECOSTA COUNTY                           | \$8,717.50  |
| MI | MELVINDALE CITY                          | \$1,837.50  |
| MI | MERIDIAN CHARTER TOWNSHIP                | \$2,165.00  |
| MI | MICHIGAN                                 | \$9,663.99  |
| MI | MIDLAND CITY                             | \$1,490.00  |
| MI | MIDLAND COUNTY                           | \$11,295.50 |
| MI | MILAN CITY                               | \$4,504.98  |
| MI | MONROE CITY                              | \$1,290.00  |
| MI | MORENCI CITY                             | \$2,220.00  |
| MI | MOUNT PLEASANT CITY                      | \$2,000.00  |
| MI | MUSKEGON CHARTER TOWNSHIP                | \$5,149.98  |
| MI | MUSKEGON CITY                            | \$4,410.00  |
| MI | MUSKEGON HEIGHTS CITY                    | \$5,350.00  |
| MI | METRO POLICE AUTHORITY OF GENESEE COUNTY | \$2,450.00  |
| MI | NAPOLEON TOWNSHIP                        | \$6,117.50  |
| MI | NEW BALTIMORE CITY                       | \$1,430.00  |
| MI | NEWAYGO CITY                             | \$735.00    |

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|----|-------------------------------------------|-------------|
| MI | NEWAYGO COUNTY                            | \$1,125.00  |
| MI | NILES CITY                                | \$2,030.48  |
| MI | NORTHVILLE CITY                           | \$1,801.50  |
| MI | NORTON SHORES CITY                        | \$2,572.50  |
| MI | NOVI CITY                                 | \$7,650.00  |
| MI | OAK PARK CITY                             | \$2,625.00  |
| MI | OAKLAND COUNTY                            | \$21,437.85 |
| MI | OCEANA COUNTY                             | \$3,212.00  |
| MI | OLIVET CITY                               | \$400.00    |
| MI | ORONOKO CHARTER TOWNSHIP                  | \$2,687.50  |
| MI | OWOSSO CITY                               | \$975.00    |
| MI | PAW PAW VILLAGE                           | \$1,102.50  |
| MI | PERRY CITY                                | \$1,882.50  |
| MI | PETOSKEY CITY                             | \$4,455.00  |
| MI | PINCKNEY VILLAGE                          | \$2,512.50  |
| MI | PITTSFIELD CHARTER TOWNSHIP               | \$3,600.00  |
| MI | PLYMOUTH CITY                             | \$2,625.00  |
| MI | PORT HURON CITY                           | \$5,200.00  |
| MI | PORTAGE CITY                              | \$5,005.00  |
| MI | REDFORD CHARTER TOWNSHIP                  | \$5,464.00  |
| MI | RICHFIELD TOWNSHIP                        | \$1,200.00  |
| MI | ROSCOMMON COUNTY                          | \$1,650.00  |
| MI | ROSEVILLE CITY                            | \$8,360.00  |
| MI | ROYAL OAK CITY                            | \$11,700.00 |
| MI | SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN | \$6,765.00  |
| MI | SAGINAW CITY                              | \$7,504.50  |
| MI | SAGINAW COUNTY                            | \$2,753.56  |
| MI | SALINE CITY                               | \$1,912.50  |
| MI | SANILAC COUNTY                            | \$6,000.00  |
| MI | SAULT STE MARIE CITY                      | \$1,012.50  |
| MI | SHELBY CHARTER TOWNSHIP                   | \$8,392.50  |
| MI | SHIAWASSEE COUNTY                         | \$2,008.00  |
| MI | SOUTHFIELD CITY                           | \$10,437.50 |
| MI | SOUTHGATE CITY                            | \$3,602.50  |
| MI | SPRINGPORT TOWNSHIP                       | \$1,150.00  |
| MI | ST CHARLES VILLAGE                        | \$725.00    |
| MI | ST CLAIR SHORES CITY                      | \$1,305.00  |
| MI | ST JOHNS CITY                             | \$2,984.50  |
| MI | ST JOSEPH CITY                            | \$8,000.00  |
| MI | ST JOSEPH COUNTY                          | \$4,000.00  |
| MI | STERLING HEIGHTS CITY                     | \$916.72    |
| MI | STURGIS CITY                              | \$990.86    |
| MI | SUMPTER TOWNSHIP                          | \$352.03    |
| MI | SYLVAN LAKE CITY                          | \$2,800.00  |
| MI | ST. CLAIR COUNTY                          | \$2,208.61  |
| MI | TAYLOR CITY                               | \$4,000.00  |
| MI | THOMAS TOWNSHIP                           | \$1,237.50  |



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|----|------------------------------------------|---------------------|
| MI | THREE RIVERS CITY                        | \$1,362.50          |
| MI | TROY CITY                                | \$11,037.50         |
| MI | TUSCARORA TOWNSHIP                       | \$2,800.00          |
| MI | TUSCOLA COUNTY                           | \$1,650.00          |
| MI | UTICA CITY                               | \$1,637.50          |
| MI | VAN BUREN CHARTER TOWNSHIP               | \$1,500.00          |
| MI | VAN BUREN COUNTY                         | \$4,522.50          |
| MI | VICKSBURG VILLAGE                        | \$1,547.50          |
| MI | WALKER CITY                              | \$2,555.00          |
| MI | WARREN CITY                              | \$5,354.21          |
| MI | WATERFORD CHARTER TOWNSHIP               | \$4,770.00          |
| MI | WAYLAND CITY                             | \$2,050.00          |
| MI | WAYNE CITY                               | \$1,400.00          |
| MI | WEST BLOOMFIELD CHARTER TOWNSHIP         | \$9,750.00          |
| MI | WESTLAND CITY                            | \$4,875.00          |
| MI | WEXFORD COUNTY                           | \$1,720.00          |
| MI | WHITEHALL CITY                           | \$2,437.50          |
| MI | WILLIAMSTON CITY                         | \$1,150.00          |
| MI | WYOMING CITY                             | \$7,200.00          |
| MI | YPSILANTI CITY                           | \$3,555.00          |
| MI | ZEELAND CITY                             | \$2,225.00          |
|    | <b>Totals for MI(197 Jurisdictions):</b> | <b>\$820,137.27</b> |
| MN | AITKIN COUNTY                            | \$2,625.00          |
| MN | ALBERT LEA CITY                          | \$5,500.00          |
| MN | ALEXANDRIA CITY                          | \$6,921.50          |
| MN | ANNANDALE CITY                           | \$1,530.00          |
| MN | AVON CITY                                | \$1,779.00          |
| MN | BAXTER CITY                              | \$2,652.00          |
| MN | BELGRADE CITY                            | \$896.40            |
| MN | BELTRAMI COUNTY                          | \$9,200.00          |
| MN | BEMIDJI CITY                             | \$5,280.00          |
| MN | BENTON COUNTY                            | \$3,600.00          |
| MN | BLOOMINGTON CITY                         | \$11,550.00         |
| MN | BLUE EARTH COUNTY                        | \$12,044.50         |
| MN | BRAINERD CITY                            | \$3,054.54          |
| MN | BREEZY POINT CITY                        | \$467.00            |
| MN | BROOKLYN PARK CITY                       | \$5,600.07          |
| MN | BUFFALO CITY                             | \$2,500.00          |
| MN | BURNSVILLE CITY                          | \$11,610.00         |
| MN | CAMBRIDGE CITY                           | \$800.00            |
| MN | CANNON FALLS CITY                        | \$1,980.00          |
| MN | CASS COUNTY                              | \$13,651.41         |
| MN | CHAMPLIN CITY                            | \$2,550.00          |
| MN | CHISHOLM CITY                            | \$2,776.95          |
| MN | CLAY COUNTY                              | \$1,668.00          |
| MN | CLEARWATER COUNTY                        | \$1,372.95          |
| MN | CLOQUET CITY                             | \$2,000.00          |

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|----|-----------------------|-------------|
| MN | COLD SPRING CITY      | \$2,104.00  |
| MN | COTTAGE GROVE CITY    | \$8,085.00  |
| MN | CROOKSTON CITY        | \$3,255.00  |
| MN | COUNTY OF COTTONWOOD  | \$1,100.00  |
| MN | DEER RIVER CITY       | \$800.00    |
| MN | DETROIT LAKES CITY    | \$2,600.00  |
| MN | DODGE COUNTY          | \$3,200.00  |
| MN | DOUGLAS COUNTY        | \$4,725.00  |
| MN | DULUTH CITY           | \$17,221.39 |
| MN | EAST GRAND FORKS CITY | \$5,391.00  |
| MN | EDEN PRAIRIE CITY     | \$9,600.00  |
| MN | ELK RIVER CITY        | \$8,381.70  |
| MN | ELY CITY              | \$2,297.90  |
| MN | FARMINGTON CITY       | \$3,204.00  |
| MN | FERGUS FALLS CITY     | \$1,350.48  |
| MN | FILLMORE COUNTY       | \$3,120.00  |
| MN | FOREST LAKE CITY      | \$6,100.00  |
| MN | FREEBORN COUNTY       | \$3,840.00  |
| MN | FRIDLEY CITY          | \$5,165.00  |
| MN | GLENCOE CITY          | \$1,000.00  |
| MN | GOODHUE CITY          | \$5,082.00  |
| MN | GOODHUE COUNTY        | \$10,500.00 |
| MN | GRAND RAPIDS CITY     | \$2,264.88  |
| MN | HERMANTOWN CITY       | \$1,968.00  |
| MN | HILL CITY             | \$1,426.00  |
| MN | HOUSTON COUNTY        | \$4,947.50  |
| MN | HOWARD LAKE CITY      | \$1,800.00  |
| MN | HUTCHINSON CITY       | \$2,182.02  |
| MN | INDEPENDENCE CITY     | \$2,400.00  |
| MN | ITASCA COUNTY         | \$8,400.00  |
| MN | KANDIYOHI COUNTY      | \$7,565.00  |
| MN | KASSON CITY           | \$3,200.00  |
| MN | KITTSOON COUNTY       | \$2,545.45  |
| MN | LA CRESCENT CITY      | \$1,520.54  |
| MN | LAKE CRYSTAL CITY     | \$799.00    |
| MN | LAKEFIELD CITY        | \$1,227.00  |
| MN | LAKEVILLE CITY        | \$21,429.80 |
| MN | LE CENTER CITY        | \$713.00    |
| MN | LE SUEUR CITY         | \$1,200.00  |
| MN | LE SUEUR COUNTY       | \$4,581.00  |
| MN | LESTER PRAIRIE CITY   | \$718.50    |
| MN | LEWISTON CITY         | \$2,425.00  |
| MN | LINO LAKES CITY       | \$2,547.00  |
| MN | LONG PRAIRIE CITY     | \$800.00    |
| MN | LYON COUNTY           | \$1,200.00  |
| MN | MAHNOMEN COUNTY       | \$4,076.00  |
| MN | MAPLE GROVE CITY      | \$14,869.27 |

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|----|----------------------|-------------|
| MN | MAPLETON CITY        | \$1,128.33  |
| MN | MAPLEWOOD CITY       | \$8,378.66  |
| MN | MCLEOD COUNTY        | \$6,134.61  |
| MN | MEEKER COUNTY        | \$1,556.33  |
| MN | MOORHEAD CITY        | \$11,042.40 |
| MN | MORRIS CITY          | \$1,299.00  |
| MN | MOUNTAIN LAKE CITY   | \$1,065.00  |
| MN | MOWER COUNTY         | \$9,952.50  |
| MN | NEW BRIGHTON CITY    | \$3,995.00  |
| MN | NEW HOPE CITY        | \$3,400.00  |
| MN | NEW PRAGUE CITY      | \$2,250.50  |
| MN | NEW RICHLAND CITY    | \$3,000.00  |
| MN | NICOLLET COUNTY      | \$780.00    |
| MN | NISSWA CITY          | \$1,537.50  |
| MN | NOBLES COUNTY        | \$2,781.32  |
| MN | NORTH BRANCH CITY    | \$3,000.00  |
| MN | NORTHFIELD CITY      | \$2,750.00  |
| MN | OSAKIS CITY          | \$2,287.00  |
| MN | OSSEO CITY           | \$1,744.50  |
| MN | PARKERS PRAIRIE CITY | \$2,048.84  |
| MN | PLAINVIEW CITY       | \$2,020.00  |
| MN | PLYMOUTH CITY        | \$9,423.20  |
| MN | POLK COUNTY          | \$4,482.00  |
| MN | PRIOR LAKE CITY      | \$5,208.00  |
| MN | PROCTOR CITY         | \$2,368.50  |
| MN | RAMSEY CITY          | \$2,296.63  |
| MN | RICE CITY            | \$448.20    |
| MN | RICHFIELD CITY       | \$4,122.83  |
| MN | ROBBINSDALE CITY     | \$1,856.19  |
| MN | ROCK COUNTY          | \$677.00    |
| MN | ROSEAU COUNTY        | \$4,376.43  |
| MN | ROSEVILLE CITY       | \$6,348.00  |
| MN | SARTELL CITY         | \$1,578.90  |
| MN | SAUK CENTRE CITY     | \$2,000.00  |
| MN | SAUK RAPIDS CITY     | \$3,646.34  |
| MN | SAVAGE CITY          | \$6,005.00  |
| MN | SHAKOPEE CITY        | \$3,600.00  |
| MN | SHERBURNE COUNTY     | \$7,190.50  |
| MN | SHOREWOOD CITY       | \$3,750.00  |
| MN | SOUTH ST PAUL CITY   | \$4,000.00  |
| MN | SPRINGFIELD CITY     | \$2,365.16  |
| MN | SPRINGLAKE PARK CITY | \$2,000.00  |
| MN | ST CLOUD CITY        | \$15,513.73 |
| MN | ST LOUIS PARK CITY   | \$1,680.00  |
| MN | ST PAUL PARK CITY    | \$677.35    |
| MN | STEELE COUNTY        | \$3,187.45  |
| MN | STILLWATER CITY      | \$2,400.00  |

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|----|------------------------------------------|---------------------|
| MN | SWIFT COUNTY                             | \$1,590.00          |
| MN | TODD COUNTY                              | \$3,120.00          |
| MN | VIRGINIA CITY                            | \$3,500.00          |
| MN | WABASHA COUNTY                           | \$7,090.00          |
| MN | WADENA COUNTY                            | \$3,295.56          |
| MN | WAITE PARK CITY                          | \$3,396.00          |
| MN | WASECA CITY                              | \$3,000.00          |
| MN | WAYZATA CITY                             | \$3,600.00          |
| MN | WEST CONCORD CITY                        | \$1,676.18          |
| MN | WEST ST PAUL CITY                        | \$4,550.00          |
| MN | WHEATON CITY                             | \$800.00            |
| MN | WHITE BEAR LAKE CITY                     | \$4,042.50          |
| MN | WILKIN COUNTY                            | \$2,225.00          |
| MN | WINDOM CITY                              | \$1,387.05          |
| MN | WINONA COUNTY                            | \$4,800.00          |
| MN | WOODBURY CITY                            | \$4,000.00          |
| MN | WYOMING CITY                             | \$464.98            |
| MN | ZUMBROTA CITY                            | \$1,400.00          |
|    | <b>Totals for MN(137 Jurisdictions):</b> | <b>\$545,826.92</b> |
| MO | ADAIR COUNTY                             | \$2,740.03          |
| MO | ADRIAN CITY                              | \$2,085.98          |
| MO | ANDREW COUNTY                            | \$637.20            |
| MO | ARNOLD CITY                              | \$3,714.00          |
| MO | ASHLAND CITY                             | \$3,400.00          |
| MO | AURORA CITY                              | \$1,200.00          |
| MO | AVA CITY                                 | \$1,576.00          |
| MO | BALLWIN CITY                             | \$5,100.00          |
| MO | BEL NOR VILLAGE                          | \$2,600.00          |
| MO | BELLEFONTAINE NGHBR5 CITY                | \$8,927.50          |
| MO | BELTON CITY                              | \$1,700.00          |
| MO | BENTON COUNTY                            | \$6,905.00          |
| MO | BILLINGS CITY                            | \$1,363.50          |
| MO | BLUE SPRINGS CITY                        | \$14,525.00         |
| MO | BOONVILLE CITY                           | \$3,200.00          |
| MO | BOWLING GREEN CITY                       | \$2,487.50          |
| MO | BRANSON CITY                             | \$4,815.00          |
| MO | BRECKENRIDGE HILLS CITY                  | \$3,975.00          |
| MO | BROOKFIELD CITY                          | \$719.00            |
| MO | BUCHANAN COUNTY                          | \$31,311.14         |
| MO | BUFFALO CITY                             | \$3,555.50          |
| MO | BYRNES MILL CITY                         | \$1,825.00          |
| MO | CALDWELL COUNTY                          | \$7,004.00          |
| MO | CALLAWAY COUNTY                          | \$3,300.00          |
| MO | CALVERTON PARK VILLAGE                   | \$800.00            |
| MO | CAMDEN COUNTY                            | \$6,082.78          |
| MO | CAMDENTON CITY                           | \$1,350.00          |
| MO | CAPE GIRARDEAU CITY                      | \$8,180.00          |

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|----|------------------------|-------------|
| MO | CAPE GIRARDEAU COUNTY  | \$7,997.50  |
| MO | CARL JUNCTION CITY     | \$352.50    |
| MO | CARTERVILLE CITY       | \$2,000.00  |
| MO | CHAFFEE CITY           | \$3,150.00  |
| MO | CHESTERFIELD CITY      | \$8,250.00  |
| MO | CHILlicothe CITY       | \$1,945.00  |
| MO | CHRISTIAN COUNTY       | \$4,409.90  |
| MO | CLAYTON CITY           | \$9,900.00  |
| MO | CLINTON CITY           | \$2,779.00  |
| MO | COLE COUNTY            | \$8,250.00  |
| MO | COOPER COUNTY          | \$3,425.00  |
| MO | COTTLEVILLE CITY       | \$4,125.00  |
| MO | CRANE CITY             | \$1,356.00  |
| MO | CREVE COEUR CITY       | \$3,300.00  |
| MO | CRYSTAL CITY           | \$2,784.00  |
| MO | DEXTER CITY            | \$3,014.73  |
| MO | DOUGLAS COUNTY         | \$1,188.00  |
| MO | DUNKLIN COUNTY         | \$4,317.50  |
| MO | ELLISVILLE CITY        | \$2,000.00  |
| MO | EUREKA CITY            | \$2,883.50  |
| MO | EXCELSIOR SPRINGS CITY | \$2,992.00  |
| MO | FLORISSANT CITY        | \$6,187.50  |
| MO | FULTON CITY            | \$2,946.00  |
| MO | GLENDALE CITY          | \$2,399.97  |
| MO | GREENWOOD CITY         | \$555.00    |
| MO | HANNIBAL CITY          | \$3,251.35  |
| MO | HAZELWOOD CITY         | \$7,200.00  |
| MO | HOWELL COUNTY          | \$4,075.00  |
| MO | JEFFERSON CITY         | \$3,865.50  |
| MO | JOPLIN CITY            | \$9,599.84  |
| MO | KANSAS CITY            | \$22,458.98 |
| MO | KIMBERLING CITY CITY   | \$1,282.50  |
| MO | KIRKWOOD CITY          | \$8,525.00  |
| MO | LAKE LOTAWANA CITY     | \$2,210.00  |
| MO | LAMAR CITY             | \$3,079.87  |
| MO | LAWRENCE COUNTY        | \$15,399.86 |
| MO | LEES SUMMIT CITY       | \$4,786.02  |
| MO | LEWIS COUNTY           | \$1,870.98  |
| MO | LIBERTY CITY           | \$3,846.38  |
| MO | LICKING CITY           | \$2,410.00  |
| MO | LINCOLN CITY           | \$1,376.00  |
| MO | LINCOLN COUNTY         | \$17,600.00 |
| MO | LINN CITY              | \$3,795.00  |
| MO | LIVINGSTON COUNTY      | \$2,767.50  |
| MO | MARIONVILLE CITY       | \$800.00    |
| MO | MARYVILLE CITY         | \$2,164.50  |
| MO | MCDONALD COUNTY        | \$2,745.00  |

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|----|-----------------------|-------------|
| MO | MISSOURI              | \$8,827.32  |
| MO | MOLINE ACRES CITY     | \$5,999.60  |
| MO | MONETT CITY           | \$4,000.00  |
| MO | MONITEAU COUNTY       | \$1,849.95  |
| MO | MONROE COUNTY         | \$3,158.96  |
| MO | MOSCOW MILLS CITY     | \$800.00    |
| MO | NEOSHO CITY           | \$1,983.00  |
| MO | NEVADA CITY           | \$2,451.18  |
| MO | NEW MADRID COUNTY     | \$6,050.00  |
| MO | NEWTON COUNTY         | \$8,371.88  |
| MO | NIXA CITY             | \$4,532.50  |
| MO | NORTH KANSAS CITY     | \$3,900.00  |
| MO | O FALLON CITY         | \$11,498.25 |
| MO | OAK GROVE CITY        | \$3,640.00  |
| MO | OLIVETTE CITY         | \$1,630.00  |
| MO | OSAGE BEACH CITY      | \$1,990.00  |
| MO | OSAGE COUNTY          | \$3,113.55  |
| MO | OVERLAND CITY         | \$6,665.00  |
| MO | OZARK CITY            | \$3,599.96  |
| MO | PLEASANT VALLEY CITY  | \$3,474.00  |
| MO | POPLAR BLUFF CITY     | \$15,400.00 |
| MO | RAYMORE CITY          | \$2,418.06  |
| MO | RAYTOWN CITY          | \$12,308.00 |
| MO | REPUBLIC CITY         | \$3,043.96  |
| MO | RICHMOND HEIGHTS CITY | \$412.50    |
| MO | RIVERSIDE CITY        | \$2,000.00  |
| MO | ROCKAWAY BEACH CITY   | \$1,600.00  |
| MO | ROLLA CITY            | \$3,750.00  |
| MO | SEDALIA CITY          | \$2,701.41  |
| MO | SIKESTON CITY         | \$5,815.00  |
| MO | SMITHVILLE CITY       | \$4,081.00  |
| MO | ST ANN CITY           | \$21,600.00 |
| MO | ST CHARLES CITY       | \$11,137.50 |
| MO | ST CLAIR COUNTY       | \$6,380.00  |
| MO | ST JOSEPH CITY        | \$10,934.00 |
| MO | ST PETERS CITY        | \$7,600.00  |
| MO | ST. JOHN P.D.         | \$2,000.00  |
| MO | STODDARD COUNTY       | \$4,653.50  |
| MO | SUGAR CREEK CITY      | \$2,025.00  |
| MO | TANEY COUNTY          | \$4,549.95  |
| MO | TEXAS COUNTY          | \$936.50    |
| MO | TOWN AND COUNTRY CITY | \$1,947.50  |
| MO | TRENTON CITY          | \$1,258.67  |
| MO | TROY CITY             | \$5,366.47  |
| MO | UNION CITY            | \$2,655.00  |
| MO | UNIVERSITY CITY       | \$4,647.50  |
| MO | VELDA VILLAGE CITY    | \$4,971.00  |

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| MO | VINITA PARK CITY                         | \$10,000.00         |
| MO | WARRENSBURG CITY                         | \$7,707.68          |
| MO | WARRENTON CITY                           | \$1,237.50          |
| MO | WEATHERBY LAKE CITY                      | \$1,940.43          |
| MO | WEBB CITY                                | \$8,365.50          |
| MO | WEBSTER GROVES CITY                      | \$3,875.00          |
| MO | WEST PLAINS CITY                         | \$2,413.00          |
| MO | WILLARD CITY                             | \$2,732.50          |
|    | <b>Totals for MO(130 Jurisdictions):</b> | <b>\$624,695.79</b> |
| MS | AMORY CITY                               | \$2,230.34          |
| MS | BATESVILLE CITY                          | \$4,800.00          |
| MS | BROOKHAVEN CITY                          | \$2,706.98          |
| MS | COLUMBUS CITY                            | \$13,525.00         |
| MS | CORINTH CITY                             | \$8,912.25          |
| MS | FOREST CITY                              | \$1,912.92          |
| MS | FORREST COUNTY                           | \$4,668.54          |
| MS | GREENWOOD CITY                           | \$6,875.00          |
| MS | HANCOCK COUNTY                           | \$6,700.85          |
| MS | HATTIESBURG CITY                         | \$15,600.00         |
| MS | HERNANDO CITY                            | \$3,750.00          |
| MS | HORN LAKE CITY                           | \$2,800.00          |
| MS | JACKSON PUBLIC SCH DIST                  | \$2,576.00          |
| MS | JONES COUNTY                             | \$13,515.00         |
| MS | LAMAR COUNTY                             | \$8,342.60          |
| MS | LAUDERDALE COUNTY                        | \$4,651.85          |
| MS | LAUREL CITY                              | \$4,000.00          |
| MS | LEAKE COUNTY                             | \$2,345.70          |
| MS | LEE COUNTY                               | \$4,170.00          |
| MS | LOWNDES COUNTY                           | \$6,016.86          |
| MS | LUCEDALE CITY                            | \$6,825.00          |
| MS | LONG BEACH                               | \$5,250.00          |
| MS | MERIDIAN CITY                            | \$10,500.00         |
| MS | MIZE TOWN CITY                           | \$2,400.00          |
| MS | MONTICELLO TOWN                          | \$800.00            |
| MS | NATCHEZ CITY                             | \$18,135.00         |
| MS | NEWTON CITY                              | \$4,144.66          |
| MS | NEWTON COUNTY                            | \$2,460.50          |
| MS | OLIVE BRANCH CITY                        | \$16,516.13         |
| MS | PASCAGOULA CITY                          | \$2,025.00          |
| MS | PASS CHRISTIAN CITY                      | \$1,432.35          |
| MS | PEARL RIVER VALLEY WATER SUPPLY DISTRICT | \$2,200.00          |
| MS | PONTOTOC CITY                            | \$6,250.00          |
| MS | POPLARVILLE CITY                         | \$3,100.00          |
| MS | PRENTISS COUNTY                          | \$8,100.00          |
| MS | RICHLAND CITY                            | \$3,388.50          |
| MS | RIDGELAND CITY                           | \$3,280.00          |
| MS | SENATOBIA CITY                           | \$5,630.37          |



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|----|-----------------------------------------|---------------------|
| MS | SIMPSON COUNTY                          | \$2,550.56          |
| MS | SOUTHAVEN CITY                          | \$3,480.00          |
| MS | STARKVILLE CITY                         | \$12,400.00         |
| MS | STONE COUNTY                            | \$7,487.50          |
| MS | TUNICA TOWN                             | \$1,590.00          |
| MS | TUPELO CITY                             | \$7,879.50          |
| MS | WASHINGTON COUNTY                       | \$5,062.50          |
| MS | WAVELAND CITY                           | \$3,500.00          |
| MS | WALLS TOWN                              | \$2,320.00          |
|    | <b>Totals for MS(47 Jurisdictions):</b> | <b>\$268,807.46</b> |
| MT | BLAINE COUNTY                           | \$3,364.38          |
| MT | BUTTE-SILVER BOW CITY AND COUNTY        | \$6,000.00          |
| MT | BOZEMAN CITY                            | \$4,400.00          |
| MT | CASCADE COUNTY                          | \$6,800.00          |
| MT | COLUMBIA FALLS CITY                     | \$1,213.28          |
| MT | FERGUS COUNTY                           | \$3,197.80          |
| MT | GALLATIN COUNTY                         | \$2,072.08          |
| MT | GREAT FALLS CITY                        | \$7,742.10          |
| MT | HAVRE CITY                              | \$3,613.50          |
| MT | HELENA CITY                             | \$4,127.70          |
| MT | KALISPELL CITY                          | \$5,010.00          |
| MT | LAKE COUNTY                             | \$3,995.00          |
| MT | LEWIS AND CLARK COUNTY                  | \$5,021.50          |
| MT | LEWISTOWN CITY                          | \$1,364.56          |
| MT | LINCOLN COUNTY                          | \$2,284.44          |
| MT | MANHATTAN TOWN                          | \$1,519.22          |
| MT | MILES CITY                              | \$1,179.50          |
| MT | MONTANA                                 | \$965.90            |
| MT | PETROLEUM COUNTY                        | \$754.76            |
| MT | RAVALLI COUNTY                          | \$5,910.00          |
| MT | RONAN CITY                              | \$4,366.71          |
| MT | SHERIDAN COUNTY                         | \$2,340.00          |
| MT | SWEET GRASS COUNTY                      | \$1,191.00          |
| MT | TETON COUNTY                            | \$1,939.22          |
| MT | TROY CITY                               | \$916.16            |
| MT | VALLEY COUNTY                           | \$2,440.00          |
| MT | WHITEFISH CITY                          | \$1,623.00          |
| MT | WOLF POINT CITY                         | \$1,474.00          |
|    | <b>Totals for MT(28 Jurisdictions):</b> | <b>\$86,825.81</b>  |
| NC | ABERDEEN TOWN                           | \$1,918.75          |
| NC | AHOSKIE TOWN                            | \$5,486.96          |
| NC | ALBEMARLE CITY                          | \$3,899.91          |
| NC | ANGIER TOWN                             | \$4,684.25          |
| NC | ASHEVILLE CITY                          | \$30,870.00         |
| NC | AYDEN TOWN                              | \$1,821.38          |
| NC | BANNER ELK TOWN                         | \$1,005.78          |
| NC | BEAUFORT TOWN                           | \$493.16            |

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| NC | BEECH MOUNTAIN TOWN       | \$2,425.00  |
| NC | BELHAVEN TOWN             | \$2,880.00  |
| NC | BELMONT CITY              | \$7,445.50  |
| NC | BLACK MOUNTAIN TOWN       | \$1,213.52  |
| NC | BLOWING ROCK TOWN         | \$2,123.66  |
| NC | BOILING SPRING LAKES CITY | \$1,291.46  |
| NC | BOONE TOWN                | \$4,399.96  |
| NC | BURLINGTON CITY           | \$19,386.34 |
| NC | BURNSVILLE TOWN           | \$1,412.20  |
| NC | CANTON TOWN               | \$1,832.12  |
| NC | CARRBORO TOWN             | \$1,654.38  |
| NC | CASWELL COUNTY            | \$5,085.00  |
| NC | CHAPEL HILL TOWN          | \$20,875.75 |
| NC | CHATHAM COUNTY            | \$4,708.35  |
| NC | CLAYTON TOWN              | \$6,710.26  |
| NC | CLEVELAND COUNTY          | \$7,445.81  |
| NC | CLINTON CITY              | \$3,125.00  |
| NC | COLUMBUS COUNTY           | \$5,600.00  |
| NC | CONCORD CITY              | \$37,400.00 |
| NC | CRAMERTON TOWN            | \$2,300.69  |
| NC | DARE COUNTY               | \$3,629.26  |
| NC | DAVIE COUNTY              | \$16,000.00 |
| NC | DUCK TOWN                 | \$2,609.56  |
| NC | DUNN CITY                 | \$4,340.00  |
| NC | ELIZABETH CITY            | \$7,339.50  |
| NC | ELIZABETH TOWN            | \$5,273.63  |
| NC | ELON COLLEGE TOWN         | \$3,242.50  |
| NC | FOREST CITY TOWN          | \$6,160.00  |
| NC | FOUR OAKS TOWN            | \$955.06    |
| NC | FRANKLIN COUNTY           | \$3,322.50  |
| NC | FUQUAY-VARINA TOWN        | \$3,948.17  |
| NC | GARNER TOWN               | \$6,035.00  |
| NC | GRAHAM CITY               | \$5,352.10  |
| NC | GREENVILLE CITY           | \$19,695.00 |
| NC | HALIFAX COUNTY            | \$8,379.15  |
| NC | HAVELOCK CITY             | \$2,240.00  |
| NC | HAW RIVER TOWN            | \$2,640.00  |
| NC | HAYWOOD COUNTY            | \$3,962.50  |
| NC | HENDERSON CITY            | \$4,822.50  |
| NC | HENDERSONVILLE CITY       | \$6,400.00  |
| NC | HICKORY CITY              | \$14,400.00 |
| NC | HIGHLANDS TOWN            | \$3,458.70  |
| NC | HOKE COUNTY               | \$9,911.18  |
| NC | HOPE MILLS TOWN           | \$3,602.85  |
| NC | HUNTERSVILLE TOWN         | \$4,572.47  |
| NC | JACKSONVILLE CITY         | \$18,232.00 |
| NC | KERNERSVILLE TOWN         | \$12,875.00 |

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|----|--------------------------|-------------|
| NC | KILL DEVIL HILLS TOWN    | \$1,850.36  |
| NC | KINGS MOUNTAIN CITY      | \$3,099.60  |
| NC | KINSTON CITY             | \$6,870.38  |
| NC | KITTY HAWK TOWN          | \$812.50    |
| NC | KNIGHTDALE TOWN          | \$2,540.00  |
| NC | LELAND TOWN              | \$3,000.00  |
| NC | LENOIR CITY              | \$3,909.50  |
| NC | LONG VIEW TOWN           | \$1,149.78  |
| NC | LOWELL CITY              | \$1,608.67  |
| NC | LUMBERTON CITY           | \$10,031.50 |
| NC | MACON COUNTY             | \$7,194.73  |
| NC | MAIDEN TOWN              | \$2,123.41  |
| NC | MANTEO TOWN              | \$1,240.97  |
| NC | MAYODAN TOWN             | \$4,547.58  |
| NC | MCDOWELL COUNTY          | \$21,150.00 |
| NC | MONTGOMERY COUNTY        | \$4,371.88  |
| NC | MOREHEAD CITY            | \$3,339.50  |
| NC | MORRISVILLE TOWN         | \$3,807.00  |
| NC | MOUNT HOLLY CITY         | \$2,582.40  |
| NC | NAGS HEAD TOWN           | \$1,476.74  |
| NC | NEW BERN CITY            | \$12,504.99 |
| NC | NEWTON CITY              | \$4,681.55  |
| NC | NORTH TOPSAIL BEACH TOWN | \$3,437.15  |
| NC | OXFORD CITY              | \$3,742.63  |
| NC | PAMLICO COUNTY           | \$2,707.80  |
| NC | PASQUOTANK COUNTY        | \$3,959.00  |
| NC | PERQUIMANS COUNTY        | \$3,477.96  |
| NC | PINEVILLE TOWN           | \$2,938.35  |
| NC | ROANOKE RAPIDS CITY      | \$5,364.06  |
| NC | ROCKINGHAM COUNTY        | \$5,043.68  |
| NC | ROCKY MOUNT CITY         | \$19,226.96 |
| NC | RUTHERFORD COUNTY        | \$13,519.66 |
| NC | SALISBURY CITY           | \$6,922.00  |
| NC | SAMPSON COUNTY           | \$5,785.50  |
| NC | SMITHFIELD TOWN          | \$2,386.97  |
| NC | SOUTHERN PINES TOWN      | \$5,373.50  |
| NC | SOUTHERN SHORES TOWN     | \$754.64    |
| NC | SPENCER TOWN             | \$1,643.95  |
| NC | STALLINGS TOWN           | \$2,175.00  |
| NC | STATESVILLE CITY         | \$10,385.65 |
| NC | SHELBY                   | \$6,314.98  |
| NC | SUGAR MOUNTAIN VILLAGE   | \$375.60    |
| NC | THOMASVILLE CITY         | \$6,590.00  |
| NC | VALDESE TOWN             | \$2,786.27  |
| NC | WADESBORO TOWN           | \$4,574.98  |
| NC | WAKE FOREST TOWN         | \$8,032.50  |
| NC | WASHINGTON COUNTY        | \$3,636.29  |

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| NC | WENDELL TOWN                             | \$2,400.00          |
| NC | WHISPERING PINES VILLAGE                 | \$1,125.01          |
| NC | WILKESBORO TOWN                          | \$4,108.80          |
| NC | WILLIAMSTON TOWN                         | \$3,400.00          |
| NC | WILSON CITY                              | \$11,519.50         |
| NC | WILSON COUNTY                            | \$6,138.13          |
| NC | WILSON'S MILLS TOWN                      | \$1,874.85          |
| NC | WOODFIN TOWN                             | \$1,892.45          |
| NC | YADKIN COUNTY                            | \$14,753.00         |
| NC | YOUNGSVILLE TOWN                         | \$2,800.00          |
| NC | ZEBULON TOWN                             | \$2,691.50          |
|    | <b>Totals for NC(113 Jurisdictions):</b> | <b>\$660,645.18</b> |
| ND | ADAMS COUNTY                             | \$1,121.00          |
| ND | BISMARCK CITY                            | \$20,788.20         |
| ND | BOTTINEAU COUNTY                         | \$1,458.45          |
| ND | BOWMAN CITY                              | \$1,598.00          |
| ND | BURLEIGH COUNTY                          | \$4,400.00          |
| ND | DEVILS LAKE CITY                         | \$2,256.00          |
| ND | DICKINSON CITY                           | \$5,757.95          |
| ND | GRAND FORKS CITY                         | \$25,579.39         |
| ND | GRAND FORKS COUNTY                       | \$4,492.80          |
| ND | MANDAN CITY                              | \$5,200.00          |
| ND | MCKENZIE COUNTY                          | \$3,134.41          |
| ND | MINOT CITY                               | \$8,000.00          |
| ND | MORTON COUNTY                            | \$8,500.00          |
| ND | RENVILLE COUNTY                          | \$800.00            |
| ND | STARK COUNTY                             | \$5,778.79          |
| ND | STUTSMAN COUNTY                          | \$9,143.50          |
| ND | VALLEY CITY                              | \$4,200.00          |
| ND | WAHPETON CITY                            | \$2,000.00          |
| ND | WALSH COUNTY                             | \$2,368.23          |
| ND | WARD COUNTY                              | \$4,938.00          |
| ND | WATFORD CITY                             | \$2,726.64          |
|    | <b>Totals for ND(21 Jurisdictions):</b>  | <b>\$124,241.36</b> |
| NE | BEATRICE CITY                            | \$1,598.00          |
| NE | BELLEVUE CITY                            | \$8,000.00          |
| NE | BOYS TOWN VILLAGE                        | \$1,035.00          |
| NE | BUFFALO COUNTY                           | \$2,625.00          |
| NE | CHADRON CITY                             | \$3,400.00          |
| NE | COLUMBUS CITY                            | \$2,615.00          |
| NE | CRETE CITY                               | \$800.00            |
| NE | DAKOTA COUNTY                            | \$3,688.35          |
| NE | DODGE COUNTY                             | \$2,625.00          |
| NE | GRAND ISLAND CITY                        | \$10,544.99         |
| NE | HALL COUNTY                              | \$5,807.38          |
| NE | HASTINGS CITY                            | \$3,275.00          |
| NE | KEARNEY CITY                             | \$12,081.74         |

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|----|-----------------------------------------|---------------------|
| NE | LA VISTA CITY                           | \$4,440.00          |
| NE | LEXINGTON CITY                          | \$2,400.00          |
| NE | LINCOLN COUNTY                          | \$3,150.00          |
| NE | NEMAHA COUNTY                           | \$1,853.90          |
| NE | NORFOLK CITY                            | \$3,515.02          |
| NE | NORTH PLATTE CITY                       | \$4,146.00          |
| NE | OGALLALA CITY                           | \$1,215.00          |
| NE | PAPILLION CITY                          | \$4,935.00          |
| NE | PLATTSMOUTH CITY                        | \$2,800.00          |
| NE | RALSTON CITY                            | \$800.00            |
| NE | SAUNDERS COUNTY                         | \$2,088.00          |
| NE | SCOTTSBLUFF CITY                        | \$2,682.50          |
| NE | SIDNEY CITY                             | \$2,765.00          |
| NE | SOUTH SIOUX CITY                        | \$5,252.50          |
| NE | STANTON COUNTY                          | \$509.00            |
| NE | VALENTINE CITY                          | \$1,901.00          |
| NE | WAHOO CITY                              | \$695.00            |
| NE | WASHINGTON COUNTY                       | \$2,550.00          |
|    | <b>Totals for NE(31 Jurisdictions):</b> | <b>\$105,793.38</b> |
| NH | ALLENSTOWN TOWN                         | \$3,495.95          |
| NH | ALTON TOWN                              | \$852.50            |
| NH | BARRINGTON TOWN                         | \$4,690.50          |
| NH | BERLIN CITY                             | \$13,705.00         |
| NH | BOW TOWN                                | \$1,687.50          |
| NH | CAMPTON TOWN                            | \$1,497.00          |
| NH | CHESHIRE COUNTY                         | \$2,305.00          |
| NH | CHESTER TOWN                            | \$800.00            |
| NH | CONCORD CITY                            | \$6,712.50          |
| NH | DERRY TOWN                              | \$5,917.28          |
| NH | DOVER CITY                              | \$8,194.68          |
| NH | DUNBARTON TOWN                          | \$312.50            |
| NH | EXETER TOWN                             | \$2,464.00          |
| NH | GILFORD TOWN                            | \$2,162.50          |
| NH | GOFFSTOWN TOWN                          | \$3,850.00          |
| NH | HAMPTON FALLS TOWN                      | \$1,192.50          |
| NH | HANCOCK TOWN                            | \$4,800.00          |
| NH | HANOVER TOWN                            | \$1,520.00          |
| NH | HAVERHILL TOWN                          | \$3,063.75          |
| NH | HILLSBORO TOWN                          | \$2,685.00          |
| NH | HOOKSETT TOWN                           | \$2,782.50          |
| NH | JAFFREY TOWN                            | \$2,170.00          |
| NH | KEENE CITY                              | \$5,588.00          |
| NH | LACONIA CITY                            | \$2,927.50          |
| NH | LANCASTER TOWN                          | \$459.80            |
| NH | LEBANON CITY                            | \$2,250.00          |
| NH | LISBON TOWN                             | \$1,343.79          |
| NH | LONDONDERRY TOWN                        | \$8,400.00          |

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|----|-----------------------------------------|---------------------|
| NH | MERRIMACK TOWN                          | \$2,714.25          |
| NH | MILFORD TOWN                            | \$3,410.00          |
| NH | MILTON TOWN                             | \$1,607.50          |
| NH | MONT VERNON TOWN                        | \$1,575.00          |
| NH | NASHUA CITY                             | \$22,400.00         |
| NH | NEW BOSTON TOWN                         | \$1,200.00          |
| NH | NEWFIELDS TOWN                          | \$1,192.50          |
| NH | NEWMARKET TOWN                          | \$2,295.00          |
| NH | NORTH HAMPTON TOWN                      | \$1,600.00          |
| NH | PORTSMOUTH CITY                         | \$7,160.86          |
| NH | ROCHESTER CITY                          | \$8,750.00          |
| NH | RUMNEY TOWN                             | \$598.50            |
| NH | STRATHAM TOWN                           | \$2,138.50          |
| NH | THORNTON TOWN                           | \$846.90            |
| NH | WAKEFIELD TOWN                          | \$1,425.00          |
| NH | WINDHAM TOWN                            | \$2,660.00          |
|    | <b>Totals for NH(44 Jurisdictions):</b> | <b>\$159,403.76</b> |
| NJ | ABSECON CITY                            | \$4,000.00          |
| NJ | ALLENTOWN BOROUGH                       | \$472.73            |
| NJ | ANDOVER TOWNSHIP                        | \$1,960.00          |
| NJ | ASBURY PARK CITY                        | \$14,739.73         |
| NJ | ATLANTIC CITY                           | \$21,896.00         |
| NJ | ATLANTIC HIGHLANDS BOROUGH              | \$2,377.38          |
| NJ | BARNEGAT TOWNSHIP                       | \$13,599.95         |
| NJ | BARRINGTON BOROUGH                      | \$1,423.50          |
| NJ | BAYONNE CITY                            | \$18,287.50         |
| NJ | BEDMINSTER TOWNSHIP                     | \$2,032.98          |
| NJ | BELLEVILLE TOWNSHIP                     | \$9,968.75          |
| NJ | BELLMAWR BOROUGH                        | \$3,180.60          |
| NJ | BERGENFIELD BOROUGH                     | \$7,612.36          |
| NJ | BERKELEY TOWNSHIP                       | \$8,000.00          |
| NJ | BERLIN BOROUGH                          | \$880.00            |
| NJ | BERNARDS TOWNSHIP                       | \$3,537.72          |
| NJ | BERNARDSVILLE BOROUGH                   | \$1,201.20          |
| NJ | BLOOMFIELD TOWNSHIP                     | \$10,790.00         |
| NJ | BLOOMINGDALE BOROUGH                    | \$2,213.75          |
| NJ | BOGOTA BOROUGH                          | \$2,000.00          |
| NJ | BORDENTOWN CITY                         | \$2,733.25          |
| NJ | BORDENTOWN TOWNSHIP                     | \$546.50            |
| NJ | BOUND BROOK BOROUGH                     | \$2,464.00          |
| NJ | BRADLEY BEACH BOROUGH                   | \$1,071.60          |
| NJ | BRIDGETON CITY                          | \$5,600.00          |
| NJ | BRIGANTINE CITY                         | \$5,301.00          |
| NJ | BURLINGTON CITY                         | \$5,550.00          |
| NJ | BURLINGTON TOWNSHIP                     | \$3,850.00          |
| NJ | BUTLER BOROUGH                          | \$2,700.00          |
| NJ | BRIDGEWATER TOWNSHIP                    | \$9,301.60          |

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|----|------------------------|-------------|
| NJ | CALDWELL BOROUGH       | \$2,190.00  |
| NJ | CAPE MAY COUNTY        | \$16,400.00 |
| NJ | CARNEYS POINT TOWNSHIP | \$2,537.50  |
| NJ | CARTERET BOROUGH       | \$11,887.50 |
| NJ | CHATHAM BOROUGH        | \$2,818.80  |
| NJ | CHERRY HILL TOWNSHIP   | \$42,391.26 |
| NJ | CHESTERFIELD TOWNSHIP  | \$1,609.50  |
| NJ | CINNAMINSON TOWNSHIP   | \$3,776.00  |
| NJ | CLARK TOWNSHIP         | \$15,187.50 |
| NJ | CLAYTON BOROUGH        | \$3,831.80  |
| NJ | CLIFTON CITY           | \$5,480.75  |
| NJ | COLTS NECK TOWNSHIP    | \$1,514.97  |
| NJ | CRANFORD TOWNSHIP      | \$6,059.88  |
| NJ | CRESSKILL BOROUGH      | \$2,737.00  |
| NJ | DEAL BOROUGH           | \$1,575.00  |
| NJ | DELANCO TOWNSHIP       | \$3,430.00  |
| NJ | DELAWARE TOWNSHIP      | \$1,890.90  |
| NJ | DELRAN TOWNSHIP        | \$2,393.84  |
| NJ | DENVILLE TOWNSHIP      | \$4,800.00  |
| NJ | DOVER TOWN             | \$5,301.00  |
| NJ | DUMONT BOROUGH         | \$998.82    |
| NJ | EAST HANOVER TOWNSHIP  | \$5,376.00  |
| NJ | EAST NEWARK BOROUGH    | \$3,200.00  |
| NJ | EASTAMPTON TOWNSHIP    | \$4,793.22  |
| NJ | EGG HARBOR CITY        | \$1,462.50  |
| NJ | ELMWOOD PARK BOROUGH   | \$8,360.00  |
| NJ | ENGLEWOOD CITY         | \$2,850.00  |
| NJ | EVESHAM TOWNSHIP       | \$4,012.00  |
| NJ | EWING TOWNSHIP         | \$3,781.80  |
| NJ | EAST WINDSOR TOWNSHIP  | \$6,677.70  |
| NJ | FAIRVIEW BOROUGH       | \$2,898.00  |
| NJ | FLORENCE TOWNSHIP      | \$4,277.00  |
| NJ | FLORHAM PARK BOROUGH   | \$4,312.00  |
| NJ | FORT LEE BOROUGH       | \$10,397.40 |
| NJ | FRANKLIN BOROUGH       | \$2,120.40  |
| NJ | FRANKLIN TOWNSHIP      | \$1,828.50  |
| NJ | FREEHOLD BOROUGH       | \$1,602.00  |
| NJ | FREEHOLD TOWNSHIP      | \$4,427.50  |
| NJ | GALLOWAY TOWNSHIP      | \$10,948.00 |
| NJ | GARWOOD BOROUGH        | \$1,709.40  |
| NJ | GLASSBORO BOROUGH      | \$5,340.00  |
| NJ | GLOUCESTER CITY        | \$2,000.00  |
| NJ | GLOUCESTER TOWNSHIP    | \$21,246.00 |
| NJ | GREEN BROOK TOWNSHIP   | \$2,954.30  |
| NJ | GREENWICH TOWNSHIP     | \$2,000.00  |
| NJ | GUTTENBERG TOWN        | \$4,666.20  |
| NJ | HACKENSACK CITY        | \$29,984.85 |

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| NJ | HACKETTSTOWN TOWN                | \$1,600.00  |
| NJ | HADDON HEIGHTS BOROUGH           | \$1,140.00  |
| NJ | HADDON TOWNSHIP                  | \$2,019.83  |
| NJ | HADDONFIELD BOROUGH              | \$4,000.00  |
| NJ | HALEDON BOROUGH                  | \$4,321.00  |
| NJ | HAMILTON TOWNSHIP (MAYS LANDING) | \$3,075.00  |
| NJ | HAMILTON TOWNSHIP (TRENTON)      | \$29,781.68 |
| NJ | HARDYSTON TOWNSHIP               | \$2,863.00  |
| NJ | HARRISON TOWN                    | \$6,532.25  |
| NJ | HARRISON TOWNSHIP                | \$1,553.10  |
| NJ | HARVEY CEDARS BOROUGH            | \$1,000.00  |
| NJ | HASBROUCK HEIGHTS BOROUGH        | \$4,585.21  |
| NJ | HAWTHORNE BOROUGH                | \$3,684.50  |
| NJ | HAZLET TOWNSHIP                  | \$4,500.00  |
| NJ | HI NELLA BOROUGH                 | \$1,425.00  |
| NJ | HILLSBOROUGH TOWNSHIP            | \$9,522.80  |
| NJ | HILLSDALE BOROUGH                | \$4,400.00  |
| NJ | HOBOKEN CITY                     | \$11,334.40 |
| NJ | HOLMDEL TOWNSHIP                 | \$2,798.78  |
| NJ | HOPATCONG BOROUGH                | \$9,079.28  |
| NJ | HIGHLAND PARK                    | \$2,000.00  |
| NJ | JACKSON TOWNSHIP                 | \$7,237.50  |
| NJ | KEANSBURG BOROUGH                | \$4,754.75  |
| NJ | KENILWORTH BOROUGH               | \$2,247.50  |
| NJ | KINNELON BOROUGH                 | \$864.20    |
| NJ | LAWRENCE TOWNSHIP                | \$3,757.05  |
| NJ | LEONIA BOROUGH                   | \$3,420.00  |
| NJ | LITTLE EGG HARBOR TOWNSHIP       | \$3,540.00  |
| NJ | LITTLE FERRY BOROUGH             | \$2,400.00  |
| NJ | LIVINGSTON TOWNSHIP              | \$6,511.29  |
| NJ | LOGAN TOWNSHIP                   | \$1,960.00  |
| NJ | LONG BEACH TOWNSHIP              | \$6,600.00  |
| NJ | LONG BRANCH CITY                 | \$9,256.50  |
| NJ | LOWER ALLOWAYS CREEK TOWNSHIP    | \$2,000.00  |
| NJ | LOWER TOWNSHIP                   | \$11,742.00 |
| NJ | LUMBERTON TOWNSHIP               | \$1,512.00  |
| NJ | LYNDHURST TOWNSHIP               | \$4,369.75  |
| NJ | MAGNOLIA BOROUGH                 | \$951.08    |
| NJ | MANALAPAN TOWNSHIP               | \$6,413.28  |
| NJ | MANTUA TOWNSHIP                  | \$2,196.00  |
| NJ | MANVILLE BOROUGH                 | \$1,577.40  |
| NJ | MAPLE SHADE TOWNSHIP             | \$6,624.70  |
| NJ | MAPLEWOOD TOWNSHIP               | \$4,369.75  |
| NJ | MARLBORO TOWNSHIP                | \$21,694.58 |
| NJ | MEDFORD LAKES BOROUGH            | \$1,960.00  |
| NJ | MEDFORD TOWNSHIP                 | \$3,353.58  |
| NJ | MENDHAM TOWNSHIP                 | \$1,034.16  |



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|----|--------------------------------|-------------|
| NJ | METUCHEN BOROUGH               | \$2,800.00  |
| NJ | MIDDLE TOWNSHIP                | \$5,070.00  |
| NJ | MIDDLESEX BOROUGH              | \$1,976.70  |
| NJ | MIDLAND PARK BOROUGH           | \$1,306.80  |
| NJ | MILLTOWN BOROUGH               | \$2,502.50  |
| NJ | MILLVILLE CITY                 | \$4,941.00  |
| NJ | MONROE TOWNSHIP                | \$11,355.20 |
| NJ | MONTCLAIR TOWNSHIP             | \$13,615.20 |
| NJ | MONTGOMERY TOWNSHIP            | \$450.00    |
| NJ | MONTVALE BOROUGH               | \$2,000.00  |
| NJ | MONTVILLE TOWNSHIP             | \$6,000.00  |
| NJ | MOORESTOWN TOWNSHIP            | \$2,582.72  |
| NJ | MORRIS PLAINS BOROUGH          | \$800.00    |
| NJ | MORRIS TOWNSHIP                | \$2,504.61  |
| NJ | MOUNT EPHRAIM BOROUGH          | \$851.95    |
| NJ | MOUNT HOLLY TOWNSHIP           | \$3,600.00  |
| NJ | MOUNT LAUREL TOWNSHIP          | \$4,427.40  |
| NJ | MOUNT OLIVE TOWNSHIP           | \$3,435.60  |
| NJ | MOUNTAIN LAKES BOROUGH         | \$3,534.93  |
| NJ | MULLICA TOWNSHIP               | \$2,247.50  |
| NJ | NEPTUNE CITY BOROUGH           | \$1,365.00  |
| NJ | NEPTUNE TOWNSHIP               | \$6,906.90  |
| NJ | NEW BRUNSWICK CITY             | \$8,121.30  |
| NJ | NEW PROVIDENCE BOROUGH         | \$1,902.16  |
| NJ | NEWTON TOWN                    | \$2,160.87  |
| NJ | NORTH BERGEN TOWNSHIP          | \$3,534.93  |
| NJ | NORTH BRUNSWICK TOWNSHIP       | \$9,526.00  |
| NJ | NORTH HALEDON BOROUGH          | \$4,800.00  |
| NJ | NORTH PLAINFIELD BOROUGH       | \$7,694.82  |
| NJ | NORTHFIELD CITY                | \$2,000.00  |
| NJ | NUTLEY TOWNSHIP                | \$5,898.75  |
| NJ | OAKLAND BOROUGH                | \$457.80    |
| NJ | OAKLYN BOROUGH                 | \$2,325.00  |
| NJ | OCEAN CITY                     | \$9,100.00  |
| NJ | OCEAN GATE BOROUGH             | \$783.06    |
| NJ | OCEAN TOWNSHIP (OAKHURST)      | \$5,148.00  |
| NJ | OCEAN TOWNSHIP (WARETOWN)      | \$2,335.00  |
| NJ | OLD BRIDGE TOWNSHIP            | \$13,125.00 |
| NJ | OLD TAPPAN BOROUGH             | \$1,950.00  |
| NJ | ORADELL BOROUGH                | \$3,325.00  |
| NJ | PALISADES PARK BOROUGH         | \$6,077.50  |
| NJ | PALMYRA BOROUGH                | \$3,222.80  |
| NJ | PARAMUS BOROUGH                | \$9,986.34  |
| NJ | PARK RIDGE BOROUGH             | \$440.00    |
| NJ | PARSIPPANY-TROY HILLS TOWNSHIP | \$16,977.70 |
| NJ | PASSAIC CITY                   | \$37,149.60 |
| NJ | PAULSBORO BOROUGH              | \$2,262.00  |

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|----|-------------------------------|-------------|
| NJ | PEAPACK GLADSTONE BOROUGH     | \$518.00    |
| NJ | PEMBERTON BOROUGH             | \$400.00    |
| NJ | PENNS GROVE BOROUGH           | \$6,965.00  |
| NJ | PENNSVILLE TOWNSHIP           | \$1,377.00  |
| NJ | PEQUANNOCK TOWNSHIP           | \$2,400.00  |
| NJ | PERTH AMBOY CITY              | \$10,620.00 |
| NJ | PHILLIPSBURG TOWN             | \$3,270.00  |
| NJ | PINE HILL BOROUGH             | \$2,524.95  |
| NJ | PLAINFIELD CITY               | \$15,149.70 |
| NJ | PLAINSBORO TOWNSHIP           | \$2,555.85  |
| NJ | PLUMSTED TOWNSHIP             | \$1,284.00  |
| NJ | POINT PLEASANT BOROUGH        | \$3,126.20  |
| NJ | POMPTON LAKES BOROUGH         | \$2,128.00  |
| NJ | RAHWAY CITY                   | \$9,990.00  |
| NJ | RANDOLPH TOWNSHIP             | \$9,999.99  |
| NJ | RARITAN TOWNSHIP              | \$3,200.00  |
| NJ | RED BANK BOROUGH              | \$2,800.00  |
| NJ | RIDGEFIELD BOROUGH            | \$2,630.35  |
| NJ | RIDGEFIELD PARK VILLAGE       | \$5,493.51  |
| NJ | RINGWOOD BOROUGH              | \$2,898.00  |
| NJ | RIVER EDGE BOROUGH            | \$3,600.00  |
| NJ | RIVER VALE TOWNSHIP           | \$1,751.00  |
| NJ | RIVERDALE BOROUGH             | \$1,009.98  |
| NJ | RIVERTON BOROUGH              | \$492.23    |
| NJ | ROCKAWAY BOROUGH              | \$4,200.00  |
| NJ | ROSELAND BOROUGH              | \$4,754.75  |
| NJ | ROSELLE BOROUGH               | \$4,374.00  |
| NJ | ROXBURY TOWNSHIP              | \$1,994.00  |
| NJ | RUNNEMEDE BOROUGH             | \$1,426.62  |
| NJ | RUTHERFORD BOROUGH            | \$435.60    |
| NJ | SADDLE RIVER BOROUGH          | \$971.60    |
| NJ | SALEM COUNTY                  | \$1,986.00  |
| NJ | SCOTCH PLAINS TOWNSHIP        | \$4,046.30  |
| NJ | SECAUCUS TOWN                 | \$14,887.60 |
| NJ | SHREWSBURY BOROUGH            | \$900.00    |
| NJ | SOUTH BRUNSWICK TOWNSHIP      | \$2,255.00  |
| NJ | SOUTH ORANGE VILLAGE TOWNSHIP | \$5,992.92  |
| NJ | SOUTH RIVER BOROUGH           | \$5,319.60  |
| NJ | SPARTA TOWNSHIP               | \$3,120.00  |
| NJ | SPRING LAKE BOROUGH           | \$2,524.88  |
| NJ | SPRING LAKE HTS BOROUGH       | \$1,500.00  |
| NJ | STAFFORD TOWNSHIP             | \$8,932.65  |
| NJ | SUMMIT CITY                   | \$2,190.00  |
| NJ | TEANECK TOWNSHIP              | \$15,178.80 |
| NJ | TOTOWA BOROUGH                | \$2,380.00  |
| NJ | TRENTON CITY                  | \$40,500.00 |
| NJ | UNION CITY                    | \$5,514.60  |

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| NJ | UNION TOWNSHIP                           | \$15,384.00           |
| NJ | UPPER SADDLE RIVER BOROUGH               | \$1,248.23            |
| NJ | VERNON TOWNSHIP                          | \$4,950.75            |
| NJ | VINELAND CITY                            | \$17,108.00           |
| NJ | VOORHEES TOWNSHIP                        | \$5,210.80            |
| NJ | WALDWICK BOROUGH                         | \$3,435.60            |
| NJ | WALL TOWNSHIP                            | \$9,654.40            |
| NJ | WALLINGTON BOROUGH                       | \$3,600.00            |
| NJ | WANAQUE BOROUGH                          | \$2,656.50            |
| NJ | WARREN TOWNSHIP                          | \$3,048.50            |
| NJ | WASHINGTON TOWNSHIP (ROBBINSVILLE)       | \$3,453.45            |
| NJ | WASHINGTON TOWNSHIP (TURNERSVILLE)       | \$7,161.00            |
| NJ | WAYNE TOWNSHIP                           | \$23,056.60           |
| NJ | WEEHAWKEN TOWNSHIP                       | \$6,657.56            |
| NJ | WEST DEPTFORD TOWNSHIP                   | \$7,574.85            |
| NJ | WEST LONG BRANCH BOROUGH                 | \$2,633.45            |
| NJ | WEST MILFORD TOWNSHIP                    | \$16,944.08           |
| NJ | WEST NEW YORK TOWN                       | \$18,000.00           |
| NJ | WEST ORANGE TOWNSHIP                     | \$7,526.75            |
| NJ | WEST PATERSON BOROUGH                    | \$4,185.97            |
| NJ | WEST WILDWOOD BOROUGH                    | \$800.00              |
| NJ | WESTFIELD TOWN                           | \$9,341.85            |
| NJ | WHARTON BOROUGH                          | \$1,145.20            |
| NJ | WILDWOOD CREST BOROUGH                   | \$3,132.50            |
| NJ | WILLINGBORO TOWNSHIP                     | \$9,617.00            |
| NJ | WINSLOW TOWNSHIP                         | \$7,574.85            |
| NJ | WOODBURY CITY                            | \$3,989.50            |
| NJ | WOODBURY HEIGHTS BOROUGH                 | \$2,075.99            |
| NJ | WOODCLIFF LAKE BOROUGH                   | \$1,931.61            |
| NJ | WASHINGTON TOWNSHIP                      | \$4,707.00            |
|    | <b>Totals for NJ(248 Jurisdictions):</b> | <b>\$1,378,844.10</b> |
| NM | ALAMOGORDO CITY                          | \$6,800.00            |
| NM | AZTEC CITY                               | \$1,872.47            |
| NM | BERNALILLO TOWN                          | \$4,560.00            |
| NM | CLOVIS CITY                              | \$13,410.00           |
| NM | CURRY COUNTY                             | \$5,105.61            |
| NM | DEMING CITY                              | \$2,595.60            |
| NM | EDGEWOOD TOWN                            | \$4,063.47            |
| NM | ESPANOLA CITY                            | \$10,429.56           |
| NM | FARMINGTON CITY                          | \$21,150.00           |
| NM | JEMEZ SPRINGS VILLAGE                    | \$705.90              |
| NM | LAS VEGAS CITY                           | \$1,904.13            |
| NM | LEA COUNTY                               | \$8,000.00            |
| NM | LINCOLN COUNTY                           | \$6,000.00            |
| NM | LOS LUNAS VILLAGE                        | \$4,200.00            |
| NM | LOS ALAMOS COUNTY                        | \$2,650.00            |
| NM | OTERO COUNTY                             | \$11,400.00           |

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|----|-----------------------------------------|---------------------|
| NM | PUEBLO OF SANDIA                        | \$5,418.00          |
| NM | RAMAH NAVAJO CHAPTER                    | \$2,036.00          |
| NM | RIO ARriba COUNTY                       | \$9,316.89          |
| NM | RIO RANCHO CITY                         | \$11,779.25         |
| NM | RUIDOSO VILLAGE                         | \$1,173.00          |
| NM | SAN MIGUEL COUNTY                       | \$2,400.00          |
| NM | SANTA FE CITY                           | \$12,282.50         |
| NM | SANTA FE COUNTY                         | \$2,750.84          |
| NM | SANTA ROSA CITY                         | \$1,200.00          |
| NM | VALENCIA COUNTY                         | \$8,646.72          |
|    | <b>Totals for NM(26 Jurisdictions):</b> | <b>\$161,849.94</b> |
| NV | BOULDER CITY                            | \$4,950.00          |
| NV | DOUGLAS COUNTY                          | \$43,725.00         |
| NV | ELKO CITY                               | \$9,450.00          |
| NV | ELKO COUNTY                             | \$10,800.00         |
| NV | EUREKA COUNTY                           | \$400.00            |
| NV | FALLON CITY                             | \$6,420.00          |
| NV | LYON COUNTY                             | \$15,104.00         |
| NV | MINERAL COUNTY                          | \$4,800.00          |
| NV | NEVADA                                  | \$9,454.39          |
| NV | WEST WENDOVER CITY                      | \$2,000.00          |
| NV | WINNEMUCCA CITY                         | \$8,525.00          |
|    | <b>Totals for NV(11 Jurisdictions):</b> | <b>\$115,628.39</b> |
| NY | AKRON VILLAGE                           | \$1,860.00          |
| NY | ALBANY CITY                             | \$21,900.00         |
| NY | ALLEGANY COUNTY                         | \$5,255.85          |
| NY | AMITYVILLE VILLAGE                      | \$8,393.28          |
| NY | AMSTERDAM CITY                          | \$9,044.00          |
| NY | ARDSLEY VILLAGE                         | \$1,544.40          |
| NY | ATHENS VILLAGE                          | \$4,048.00          |
| NY | AUBURN CITY                             | \$6,400.00          |
| NY | AVON VILLAGE                            | \$500.00            |
| NY | BATAVIA CITY                            | \$3,563.80          |
| NY | BEACON CITY                             | \$4,185.41          |
| NY | BEDFORD TOWN                            | \$3,145.50          |
| NY | BETHLEHEM TOWN                          | \$1,820.00          |
| NY | BINGHAMTON CITY                         | \$8,000.00          |
| NY | BLASDELL VILLAGE                        | \$4,800.00          |
| NY | BRANT TOWN                              | \$2,725.00          |
| NY | BREWSTER VILLAGE                        | \$2,537.50          |
| NY | BRIARCLIFF MANOR VILLAGE                | \$8,000.00          |
| NY | CANAJOHARIE VILLAGE                     | \$2,972.50          |
| NY | CANANDAIGUA CITY                        | \$3,825.00          |
| NY | CARMEL TOWN                             | \$403.13            |
| NY | CATSKILL VILLAGE                        | \$3,172.00          |
| NY | CATTARAUGUS COUNTY                      | \$14,000.00         |
| NY | CAYUGA COUNTY                           | \$26,552.50         |

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|----|----------------------------|-------------|
| NY | CHEEKTOWAGA TOWN           | \$11,696.40 |
| NY | CHEMUNG COUNTY             | \$5,200.00  |
| NY | CHENANGO COUNTY            | \$6,042.50  |
| NY | CICERO TOWN                | \$2,335.00  |
| NY | CLARKSTOWN TOWN            | \$9,900.00  |
| NY | COBLESKILL VILLAGE         | \$2,810.00  |
| NY | COHOES CITY                | \$3,200.00  |
| NY | COLD SPRING VILLAGE        | \$1,574.00  |
| NY | COLONIE TOWN               | \$10,000.00 |
| NY | COLUMBIA COUNTY            | \$4,897.50  |
| NY | CORNING CITY               | \$1,812.50  |
| NY | CORNWALL ON HUDSON VILLAGE | \$1,140.00  |
| NY | CORNWALL TOWN              | \$2,289.00  |
| NY | CORTLAND COUNTY            | \$10,650.00 |
| NY | CRAWFORD TOWN              | \$5,400.00  |
| NY | CROTON ON HUDSON VILLAGE   | \$1,975.00  |
| NY | DE WITT TOWN               | \$2,702.70  |
| NY | DEERPARK TOWN              | \$3,013.44  |
| NY | DELAWARE COUNTY            | \$2,826.20  |
| NY | DELHI VILLAGE              | \$6,772.37  |
| NY | DEPEW VILLAGE              | \$4,162.76  |
| NY | DOBBS FERRY VILLAGE        | \$7,614.81  |
| NY | DRYDEN VILLAGE             | \$1,750.00  |
| NY | DUNKIRK CITY               | \$4,958.80  |
| NY | EAST GREENBUSH TOWN        | \$3,025.00  |
| NY | EAST ROCHESTER VILLAGE     | \$2,898.43  |
| NY | EASTCHESTER TOWN           | \$5,474.00  |
| NY | ELMIRA CITY                | \$7,875.00  |
| NY | ELMIRA HEIGHTS VILLAGE     | \$469.50    |
| NY | ENDICOTT VILLAGE           | \$3,620.00  |
| NY | ESSEX COUNTY               | \$2,850.00  |
| NY | EVANS TOWN                 | \$2,289.60  |
| NY | FALLSBURG TOWN             | \$1,200.00  |
| NY | FISHKILL VILLAGE           | \$3,000.00  |
| NY | FORT PLAIN VILLAGE         | \$2,000.00  |
| NY | FRANKFORT TOWN             | \$4,000.00  |
| NY | FRANKLIN COUNTY            | \$1,225.00  |
| NY | FREEPORT VILLAGE           | \$7,194.00  |
| NY | FULTON CITY                | \$8,163.40  |
| NY | GATES TOWN                 | \$2,147.85  |
| NY | GENESEE COUNTY             | \$6,753.50  |
| NY | GENESEO VILLAGE            | \$800.00    |
| NY | GENEVA CITY                | \$2,250.00  |
| NY | GLENVILLE TOWN             | \$2,747.52  |
| NY | GOUVERNEUR VILLAGE         | \$1,350.00  |
| NY | GREAT NECK ESTATES VILLAGE | \$668.25    |
| NY | GREECE TOWN                | \$4,815.25  |

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|----|-----------------------|-------------|
| NY | GREENBURGH TOWN       | \$36,487.50 |
| NY | GREENE COUNTY         | \$4,800.00  |
| NY | GROTON VILLAGE        | \$1,847.01  |
| NY | GUILDERLAND TOWN      | \$7,702.50  |
| NY | HAMBURG TOWN          | \$6,000.00  |
| NY | HARRIMAN VILLAGE      | \$570.00    |
| NY | HARRISON TOWN         | \$11,407.00 |
| NY | HEMPSTEAD VILLAGE     | \$9,372.00  |
| NY | HOOSICK FALLS VILLAGE | \$5,294.45  |
| NY | HUDSON FALLS VILLAGE  | \$1,600.00  |
| NY | HYDE PARK TOWN        | \$1,533.88  |
| NY | ILION VILLAGE         | \$1,425.00  |
| NY | INTERLAKEN VILLAGE    | \$2,400.00  |
| NY | IRONDEQUOIT TOWN      | \$4,590.00  |
| NY | JOHNSON CITY VILLAGE  | \$6,037.50  |
| NY | KENMORE VILLAGE       | \$1,129.50  |
| NY | KENSINGTON VILLAGE    | \$1,797.00  |
| NY | KENT TOWN             | \$4,945.50  |
| NY | LACKAWANNA CITY       | \$8,750.00  |
| NY | LAKE SUCCESS VILLAGE  | \$3,066.00  |
| NY | LAKEWOOD VILLAGE      | \$1,375.00  |
| NY | LEWISTON VILLAGE      | \$1,725.00  |
| NY | LIBERTY VILLAGE       | \$2,137.50  |
| NY | LITTLE FALLS CITY     | \$414.02    |
| NY | LIVERPOOL VILLAGE     | \$1,158.30  |
| NY | LIVINGSTON COUNTY     | \$9,045.11  |
| NY | LLOYD TOWN            | \$8,719.20  |
| NY | LOCKPORT CITY         | \$3,940.83  |
| NY | LONG BEACH CITY       | \$1,800.00  |
| NY | LOWVILLE VILLAGE      | \$905.95    |
| NY | MACEDON TOWN          | \$467.50    |
| NY | MADISON COUNTY        | \$18,400.00 |
| NY | MALVERNE VILLAGE      | \$7,920.00  |
| NY | MAMARONECK VILLAGE    | \$7,100.00  |
| NY | MANLIUS TOWN          | \$3,013.20  |
| NY | MARLBOROUGH TOWN      | \$1,995.00  |
| NY | MEDINA VILLAGE        | \$1,462.50  |
| NY | MENANDS VILLAGE       | \$1,343.79  |
| NY | MOHAWK VILLAGE        | \$2,648.70  |
| NY | MONROE VILLAGE        | \$3,200.00  |
| NY | MONTGOMERY TOWN       | \$3,088.00  |
| NY | MONTGOMERY VILLAGE    | \$1,635.00  |
| NY | MOUNT HOPE TOWN       | \$2,900.00  |
| NY | MOUNT VERNON CITY     | \$13,125.00 |
| NY | MT. MORRIS            | \$2,000.00  |
| NY | NASSAU VILLAGE        | \$2,000.00  |
| NY | NEW CASTLE TOWN       | \$3,800.00  |

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|----|--------------------------|-------------|
| NY | NEW HARTFORD TOWN        | \$2,215.36  |
| NY | NEW ROCHELLE CITY        | \$25,125.00 |
| NY | NEW WINDSOR TOWN         | \$5,812.50  |
| NY | NEW YORK MILLS VILLAGE   | \$2,445.00  |
| NY | NEWBURGH CITY            | \$11,000.00 |
| NY | NIAGARA FALLS CITY       | \$12,000.00 |
| NY | NIAGARA TOWN             | \$10,000.00 |
| NY | NORFOLK TOWN             | \$1,106.46  |
| NY | NORTH GREENBUSH TOWN     | \$3,627.00  |
| NY | NORTH SALEM TOWN         | \$1,125.00  |
| NY | NORTH TONAWANDA CITY     | \$5,004.75  |
| NY | NORWICH CITY             | \$800.00    |
| NY | NORTH COLLINS VILLAGE    | \$2,306.25  |
| NY | OGDEN TOWN               | \$1,147.50  |
| NY | OLD WESTBURY VILLAGE     | \$2,048.75  |
| NY | OLEAN CITY               | \$13,200.00 |
| NY | OLIVE TOWN               | \$4,800.00  |
| NY | ONEIDA CITY              | \$5,595.70  |
| NY | ONEONTA CITY             | \$3,221.78  |
| NY | ORANGETOWN TOWN          | \$7,600.00  |
| NY | ORCHARD PARK TOWN        | \$2,225.00  |
| NY | ORLEANS COUNTY           | \$9,832.50  |
| NY | OSWEGO CITY              | \$5,728.20  |
| NY | PEEKSKILL CITY           | \$2,324.50  |
| NY | PENN YAN VILLAGE         | \$400.00    |
| NY | PIERMONT VILLAGE         | \$1,575.00  |
| NY | PLATTSBURGH CITY         | \$6,525.00  |
| NY | PORT CHESTER VILLAGE     | \$5,900.00  |
| NY | POTSDAM VILLAGE          | \$995.00    |
| NY | POUGHKEEPSIE CITY        | \$6,710.00  |
| NY | POUGHKEEPSIE TOWN        | \$6,430.00  |
| NY | PUTNAM COUNTY            | \$30,030.00 |
| NY | QUOGUE VILLAGE           | \$1,983.50  |
| NY | RENSSELAER CITY          | \$3,740.00  |
| NY | RIVERHEAD TOWN           | \$20,074.50 |
| NY | ROCKVILLE CENTRE VILLAGE | \$2,871.00  |
| NY | ROSENDALE TOWN           | \$1,676.70  |
| NY | RYE BROOK VILLAGE        | \$3,832.00  |
| NY | RYE CITY                 | \$4,400.00  |
| NY | SARANAC LAKE VILLAGE     | \$1,200.00  |
| NY | SARATOGA SPRINGS CITY    | \$16,000.00 |
| NY | SCHENECTADY CITY         | \$15,033.60 |
| NY | SCHOHARIE COUNTY         | \$6,617.50  |
| NY | SCHUYLER COUNTY          | \$2,596.14  |
| NY | SCOTIA VILLAGE           | \$2,646.70  |
| NY | SENECA FALLS VILLAGE     | \$2,388.00  |
| NY | SHELTER ISLAND TOWN      | \$399.00    |

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|----|------------------------------------------|-----------------------|
| NY | SHERRILL CITY                            | \$800.00              |
| NY | SIDNEY VILLAGE                           | \$2,680.51            |
| NY | SLEEPY HOLLOW VILLAGE                    | \$4,653.68            |
| NY | SOMERS TOWN                              | \$2,400.00            |
| NY | SOUTHAMPTON TOWNSHIP                     | \$12,136.50           |
| NY | SOUTHOLD TOWN                            | \$5,383.50            |
| NY | SPRING VALLEY VILLAGE                    | \$3,712.50            |
| NY | SPRINGVILLE VILLAGE                      | \$2,100.00            |
| NY | STEUBEN COUNTY                           | \$8,550.00            |
| NY | STONY POINT TOWN                         | \$4,108.50            |
| NY | SUFFERN VILLAGE                          | \$5,775.00            |
| NY | SULLIVAN COUNTY                          | \$6,150.00            |
| NY | TARRYTOWN VILLAGE                        | \$936.36              |
| NY | TONAWANDA CITY                           | \$2,348.50            |
| NY | TONAWANDA TOWN                           | \$5,186.50            |
| NY | TOWN OF WINDHAM                          | \$392.00              |
| NY | TROY CITY                                | \$16,560.00           |
| NY | TUCKAHOE VILLAGE                         | \$2,337.50            |
| NY | TUPPER LAKE VILLAGE                      | \$1,087.50            |
| NY | TUXEDO PARK VILLAGE                      | \$1,284.07            |
| NY | ULSTER TOWN                              | \$3,200.00            |
| NY | UTICA CITY                               | \$15,848.00           |
| NY | VERNON VILLAGE                           | \$2,000.00            |
| NY | VESTAL TOWN                              | \$4,840.00            |
| NY | WALDEN VILLAGE                           | \$1,635.00            |
| NY | WALLKILL TOWN                            | \$2,695.00            |
| NY | WAPPINGERS FALLS VILLAGE                 | \$2,896.00            |
| NY | WARWICK TOWN                             | \$8,250.00            |
| NY | WASHINGTON COUNTY                        | \$6,663.93            |
| NY | WATERFRONT COMM OF NEW YORK HARBOR       | \$7,392.00            |
| NY | WATERVLIET CITY                          | \$1,960.00            |
| NY | WAYNE COUNTY                             | \$9,597.29            |
| NY | WELLSVILLE VILLAGE                       | \$1,668.00            |
| NY | WEST SENECA TOWN                         | \$3,375.00            |
| NY | WHITE PLAINS CITY                        | \$17,872.65           |
| NY | WHITESBORO VILLAGE                       | \$2,948.40            |
| NY | WOODBURY TOWN                            | \$1,309.50            |
| NY | WOODSTOCK TOWN                           | \$5,964.00            |
| NY | WYOMING COUNTY                           | \$8,000.00            |
| NY | YATES COUNTY                             | \$4,602.15            |
| NY | YORKTOWN TOWN                            | \$6,577.50            |
|    | <b>Totals for NY(206 Jurisdictions):</b> | <b>\$1,060,453.52</b> |
| OH | AMERICAN TOWNSHIP                        | \$1,870.00            |
| OH | ASHLAND COUNTY                           | \$9,571.80            |
| OH | ATHENS CITY                              | \$3,150.00            |
| OH | ATHENS COUNTY                            | \$7,940.10            |
| OH | BARBERTON CITY                           | \$2,275.00            |



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|----|-----------------------------------------|-------------|
| OH | BAY VILLAGE CITY                        | \$1,814.00  |
| OH | BEACHWOOD CITY                          | \$10,222.50 |
| OH | BEAVERCREEK CITY                        | \$5,250.00  |
| OH | BEDFORD CITY                            | \$3,907.50  |
| OH | BEDFORD HEIGHTS CITY                    | \$3,345.00  |
| OH | BELLBROOK CITY                          | \$536.72    |
| OH | BELMONT COUNTY                          | \$1,200.00  |
| OH | BEXLEY CITY                             | \$2,760.03  |
| OH | BRECKSVILLE CITY                        | \$5,322.00  |
| OH | BRIMFIELD TOWNSHIP                      | \$2,174.98  |
| OH | BROOKFIELD TOWNSHIP                     | \$2,634.66  |
| OH | BROOKVILLE VILLAGE                      | \$1,230.23  |
| OH | BROWN COUNTY                            | \$3,844.50  |
| OH | BRUNSWICK HILLS TOWNSHIP                | \$488.50    |
| OH | CANFIELD CITY                           | \$3,448.44  |
| OH | CANTON CITY                             | \$34,880.00 |
| OH | CARROLL COUNTY                          | \$20,113.65 |
| OH | CARROLL VILLAGE                         | \$3,200.00  |
| OH | CENTERVILLE CITY                        | \$3,200.00  |
| OH | CHARDON VILLAGE                         | \$1,537.00  |
| OH | CHILLICOTHE CITY                        | \$6,473.43  |
| OH | COLERAIN TOWNSHIP                       | \$5,045.10  |
| OH | CORTLAND CITY                           | \$2,400.00  |
| OH | CUYAHOGA FALLS CITY                     | \$3,525.00  |
| OH | CUYAHOGA METROPOLITAN HOUSING AUTHORITY | \$7,802.00  |
| OH | DARKE COUNTY                            | \$16,739.45 |
| OH | DEFIANCE CITY                           | \$5,503.50  |
| OH | DELHI TOWNSHIP                          | \$2,800.00  |
| OH | DOYLESTOWN VILLAGE                      | \$2,000.00  |
| OH | DUBLIN CITY                             | \$7,191.00  |
| OH | ELYRIA CITY                             | \$32,400.00 |
| OH | ERIE COUNTY                             | \$20,000.00 |
| OH | EUCLID CITY                             | \$6,800.00  |
| OH | FAIRBORN CITY                           | \$4,000.00  |
| OH | FINDLAY CITY                            | \$7,546.00  |
| OH | FOREST PARK CITY                        | \$3,196.50  |
| OH | GALLIA COUNTY                           | \$2,000.00  |
| OH | GARFIELD HEIGHTS CITY                   | \$6,750.00  |
| OH | GEAUGA COUNTY                           | \$6,187.15  |
| OH | GERMAN TOWNSHIP                         | \$2,203.49  |
| OH | GOSHEN TOWNSHIP                         | \$2,217.40  |
| OH | GREEN TOWNSHIP                          | \$2,590.00  |
| OH | GROVE CITY                              | \$3,985.75  |
| OH | GROVEPORT VILLAGE                       | \$2,689.26  |
| OH | HAMILTON CITY                           | \$13,214.40 |
| OH | HARDIN COUNTY                           | \$4,075.00  |
| OH | HENRY COUNTY                            | \$10,227.89 |

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|----|------------------------|-------------|
| OH | HIGHLAND COUNTY        | \$2,400.00  |
| OH | HIGHLAND HEIGHTS CITY  | \$2,121.20  |
| OH | HILLIARD CITY          | \$4,325.80  |
| OH | HILLSBORO CITY         | \$1,457.00  |
| OH | HOLLAND VILLAGE        | \$1,648.50  |
| OH | HOLMES COUNTY          | \$7,820.00  |
| OH | HUBER HEIGHTS CITY     | \$5,600.00  |
| OH | HUDSON VILLAGE CITY    | \$2,407.50  |
| OH | HURON COUNTY           | \$7,205.25  |
| OH | KENTON CITY            | \$1,600.00  |
| OH | KIRTLAND CITY          | \$2,000.00  |
| OH | KIRTLAND HILLS VILLAGE | \$1,600.00  |
| OH | LAKEWOOD CITY          | \$11,772.00 |
| OH | LIMA CITY              | \$7,600.00  |
| OH | LYNDHURST CITY         | \$5,200.00  |
| OH | MANSFIELD CITY         | \$10,400.00 |
| OH | MAPLE HEIGHTS CITY     | \$9,025.00  |
| OH | MARIEMONT VILLAGE      | \$1,254.00  |
| OH | MARYSVILLE CITY        | \$4,387.50  |
| OH | MASON CITY             | \$11,137.50 |
| OH | MAUMEE CITY            | \$5,600.00  |
| OH | MENTOR CITY            | \$17,852.13 |
| OH | MIAMISBURG CITY        | \$4,359.25  |
| OH | MILFORD CITY           | \$1,950.00  |
| OH | MINERVA PARK VILLAGE   | \$1,069.50  |
| OH | MORaine CITY           | \$4,770.50  |
| OH | MOUNT HEALTHY CITY     | \$2,502.50  |
| OH | MUNROE FALLS CITY      | \$3,599.96  |
| OH | MUSKINGUM COUNTY       | \$9,463.50  |
| OH | NEW LEBANON VILLAGE    | \$846.00    |
| OH | NEWARK CITY            | \$2,000.00  |
| OH | NORTHFIELD VILLAGE     | \$800.00    |
| OH | NORTHWOOD CITY         | \$1,837.70  |
| OH | OAKWOOD CITY           | \$2,398.35  |
| OH | OAKWOOD VILLAGE        | \$5,599.98  |
| OH | OREGON CITY            | \$4,252.50  |
| OH | OTTAWA COUNTY          | \$2,217.81  |
| OH | OXFORD CITY            | \$2,400.00  |
| OH | OLMSTED TOWNSHIP       | \$2,800.00  |
| OH | PARMA CITY             | \$13,242.50 |
| OH | PICKAWAY COUNTY        | \$4,008.00  |
| OH | PIQUA CITY             | \$2,765.00  |
| OH | PLAIN CITY VILLAGE     | \$1,394.00  |
| OH | PERRY TOWNSHIP         | \$2,000.00  |
| OH | RAVENNA CITY           | \$2,985.00  |
| OH | RICHMOND HEIGHTS CITY  | \$5,355.50  |
| OH | SANDUSKY CITY          | \$5,100.00  |

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|----|------------------------------------------|---------------------|
| OH | SANDUSKY COUNTY                          | \$2,340.00          |
| OH | SHAKER HEIGHTS CITY                      | \$8,606.25          |
| OH | SHELBY CITY                              | \$910.00            |
| OH | SIDNEY CITY                              | \$2,117.90          |
| OH | SILVER LAKE VILLAGE                      | \$1,199.99          |
| OH | SINCLAIR COMMUNITY COLL                  | \$4,501.60          |
| OH | SOUTH EUCLID CITY                        | \$4,362.50          |
| OH | SPRINGDALE CITY                          | \$1,185.75          |
| OH | SPRINGFIELD CITY                         | \$11,162.50         |
| OH | SPRINGFIELD TOWNSHIP (AKRON)             | \$2,574.00          |
| OH | SPRINGFIELD TOWNSHIP (CINCINNATI)        | \$5,600.00          |
| OH | STREETSBORO CITY                         | \$4,650.00          |
| OH | SYLVANIA TOWNSHIP                        | \$6,393.00          |
| OH | TRENTON CITY                             | \$3,465.00          |
| OH | TROTWOOD CITY                            | \$2,184.45          |
| OH | TROY CITY                                | \$6,000.00          |
| OH | TUSCARAWAS COUNTY                        | \$5,598.75          |
| OH | TWINSBURG CITY                           | \$6,027.45          |
| OH | UNION CITY                               | \$2,607.50          |
| OH | UNION COUNTY                             | \$9,647.50          |
| OH | UNION TOWNSHIP                           | \$8,628.69          |
| OH | UNIVERSITY HEIGHTS CITY                  | \$1,875.00          |
| OH | UPPER ARLINGTON CITY                     | \$7,768.32          |
| OH | URBANA CITY                              | \$1,200.00          |
| OH | VALLEY VIEW VILLAGE                      | \$2,700.00          |
| OH | VANDALIA CITY                            | \$2,385.25          |
| OH | VERMILION CITY                           | \$2,975.00          |
| OH | WADSWORTH CITY                           | \$1,766.49          |
| OH | WALTON HILLS VILLAGE                     | \$1,175.00          |
| OH | WARREN CITY                              | \$18,800.00         |
| OH | WARRENSVILLE HEIGHTS CITY                | \$4,000.00          |
| OH | WEST LAFAYETTE VILLAGE                   | \$2,635.26          |
| OH | WEST MILTON VILLAGE                      | \$1,078.91          |
| OH | WESTERVILLE CITY                         | \$5,600.00          |
| OH | WESTLAKE CITY                            | \$2,291.50          |
| OH | WHITEHALL CITY                           | \$8,550.00          |
| OH | WILLIAMS COUNTY                          | \$3,491.60          |
| OH | WORTHINGTON CITY                         | \$4,580.00          |
| OH | XENIA CITY                               | \$2,467.50          |
| OH | YOUNGSTOWN CITY                          | \$16,000.00         |
|    | <b>Totals for OH(139 Jurisdictions):</b> | <b>\$730,712.52</b> |
| OK | ARDMORE CITY                             | \$1,600.00          |
| OK | BARTLESVILLE CITY                        | \$6,900.00          |
| OK | BETHANY CITY                             | \$3,990.85          |
| OK | BIXBY CITY                               | \$3,494.75          |
| OK | CANADIAN COUNTY                          | \$6,317.77          |
| OK | CHOCTAW CITY                             | \$2,100.00          |

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|----|-----------------------------------------|---------------------|
| OK | CLAREMORE CITY                          | \$8,452.50          |
| OK | CUSTER COUNTY                           | \$4,800.00          |
| OK | DURANT CITY                             | \$6,000.00          |
| OK | EL RENO CITY                            | \$3,975.00          |
| OK | ENID CITY                               | \$13,700.00         |
| OK | GUTHRIE CITY                            | \$3,875.00          |
| OK | MADILL CITY                             | \$5,070.50          |
| OK | MARIETTA CITY                           | \$1,099.16          |
| OK | MARSHALL COUNTY                         | \$5,433.37          |
| OK | MCALESTER CITY                          | \$1,812.20          |
| OK | MCINTOSH COUNTY                         | \$4,248.75          |
| OK | MOORE CITY                              | \$9,000.00          |
| OK | MUSKOGEE CITY                           | \$3,161.21          |
| OK | NICHOLS HILLS CITY                      | \$3,761.00          |
| OK | NOBLE CITY                              | \$1,029.60          |
| OK | OKLAHOMA                                | \$42,476.15         |
| OK | OWASSO CITY                             | \$5,477.55          |
| OK | ROGERS COUNTY                           | \$16,400.00         |
| OK | SAND SPRINGS CITY                       | \$2,312.50          |
| OK | SEMINOLE CITY                           | \$2,914.56          |
| OK | STROUD CITY                             | \$1,192.50          |
| OK | TAHLEQUAH CITY                          | \$2,789.96          |
| OK | WOODWARD CITY                           | \$3,600.00          |
|    | <b>Totals for OK(29 Jurisdictions):</b> | <b>\$176,984.88</b> |
| OR | ALBANY CITY                             | \$9,240.00          |
| OR | ASHLAND CITY                            | \$6,310.00          |
| OR | ASTORIA CITY                            | \$1,895.00          |
| OR | AUMSVILLE CITY                          | \$1,800.00          |
| OR | BAKER COUNTY                            | \$2,261.50          |
| OR | BEAVERTON CITY                          | \$21,197.00         |
| OR | BENTON COUNTY                           | \$7,600.00          |
| OR | BLACK BUTTE                             | \$1,275.00          |
| OR | CANBY CITY                              | \$3,080.00          |
| OR | CANNON BEACH CITY                       | \$1,455.00          |
| OR | CLATSOP COUNTY                          | \$9,600.00          |
| OR | COBURG CITY                             | \$5,600.00          |
| OR | COOS BAY CITY                           | \$2,562.50          |
| OR | CORVALLIS CITY                          | \$7,740.00          |
| OR | COTTAGE GROVE CITY                      | \$455.00            |
| OR | DALLAS CITY                             | \$2,065.00          |
| OR | FLORENCE CITY                           | \$2,800.00          |
| OR | FOREST GROVE CITY                       | \$2,131.27          |
| OR | GLADSTONE CITY                          | \$1,750.00          |
| OR | HOOD RIVER CITY                         | \$1,220.00          |
| OR | HUBBARD CITY                            | \$1,590.00          |
| OR | INDEPENDENCE CITY                       | \$1,485.00          |
| OR | JOSEPHINE COUNTY                        | \$4,340.00          |

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|----|-----------------------------------------|---------------------|
| OR | KEIZER CITY                             | \$7,624.00          |
| OR | KLAMATH COUNTY                          | \$8,000.00          |
| OR | LA GRANDE CITY                          | \$2,850.00          |
| OR | LINCOLN COUNTY                          | \$15,375.00         |
| OR | MALHEUR COUNTY                          | \$3,200.00          |
| OR | MALIN CITY                              | \$1,720.00          |
| OR | MILTON FREEWATER CITY                   | \$1,187.38          |
| OR | MILWAUKIE CITY                          | \$2,050.00          |
| OR | MOLALLA CITY                            | \$2,237.50          |
| OR | MYRTLE POINT CITY                       | \$5,197.50          |
| OR | NEWBERG CITY                            | \$3,862.50          |
| OR | OREGON CITY                             | \$3,690.00          |
| OR | PENDLETON CITY                          | \$3,000.00          |
| OR | POLK COUNTY                             | \$6,830.00          |
| OR | REEDSPORT CITY                          | \$1,200.00          |
| OR | ROSEBURG CITY                           | \$5,445.50          |
| OR | SANDY CITY                              | \$4,572.00          |
| OR | SILVERTON CITY                          | \$2,000.00          |
| OR | SPRINGFIELD CITY                        | \$2,956.62          |
| OR | STAYTON CITY                            | \$1,599.98          |
| OR | SUTHERLIN CITY                          | \$3,652.00          |
| OR | TIGARD TOWN                             | \$10,462.50         |
| OR | TILLAMOOK COUNTY                        | \$8,000.00          |
| OR | TOLEDO CITY                             | \$571.45            |
| OR | TUALATIN CITY                           | \$5,199.75          |
| OR | WARRENTON CITY                          | \$1,600.00          |
| OR | WASCO COUNTY                            | \$2,175.00          |
| OR | WOODBURN CITY                           | \$3,534.00          |
|    | <b>Totals for OR(51 Jurisdictions):</b> | <b>\$219,244.95</b> |
| PA | ABINGTON TOWNSHIP                       | \$10,581.50         |
| PA | ALLEGHENY COUNTY HOUSING AUTHORITY      | \$850.00            |
| PA | ALTOONA CITY                            | \$6,475.00          |
| PA | AMITY TOWNSHIP                          | \$312.78            |
| PA | APOLLO BOROUGH                          | \$399.98            |
| PA | ARMSTRONG COUNTY                        | \$2,002.39          |
| PA | ASTON TOWNSHIP                          | \$3,306.45          |
| PA | ATHENS BOROUGH                          | \$800.00            |
| PA | AVALON BOROUGH                          | \$2,400.00          |
| PA | BADEN BOROUGH                           | \$4,125.00          |
| PA | BEAVER BOROUGH                          | \$7,950.00          |
| PA | BELL ACRES BOROUGH                      | \$1,382.43          |
| PA | BELLEFONTE BOROUGH                      | \$1,383.00          |
| PA | BENSALEM TOWNSHIP                       | \$12,758.76         |
| PA | BERLIN BOROUGH                          | \$1,979.50          |
| PA | BERN TOWNSHIP                           | \$4,773.42          |
| PA | BETHEL PARK MUNICIPALITY                | \$3,050.00          |
| PA | BETHEL TOWNSHIP                         | \$2,400.00          |

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|----|-------------------------------------|-------------|
| PA | BIRMINGHAM TOWNSHIP                 | \$2,730.75  |
| PA | BLOOMSBURG TOWN                     | \$2,000.00  |
| PA | BRADFORD CITY                       | \$6,077.50  |
| PA | BRADFORD COUNTY                     | \$1,477.50  |
| PA | BRISTOL BOROUGH                     | \$2,363.63  |
| PA | BRISTOL TOWNSHIP                    | \$2,860.00  |
| PA | BROOKHAVEN BOROUGH                  | \$2,085.63  |
| PA | BUCKINGHAM TOWNSHIP                 | \$807.69    |
| PA | BUFFALO TOWNSHIP                    | \$2,000.00  |
| PA | BUSHKILL TOWNSHIP                   | \$1,752.00  |
| PA | BUTLER CITY                         | \$1,600.00  |
| PA | CARLISLE BOROUGH                    | \$8,469.50  |
| PA | CARROLL TOWNSHIP                    | \$1,039.99  |
| PA | CENTRAL BUCKS REGIONAL POLICE DEPT  | \$4,000.00  |
| PA | CHELTENHAM TOWNSHIP                 | \$8,750.00  |
| PA | CHESTER CITY                        | \$14,524.13 |
| PA | CHIPPEWA TOWNSHIP                   | \$3,955.50  |
| PA | CHRISTIANA BOROUGH                  | \$2,000.00  |
| PA | CLAIRTON CITY                       | \$799.00    |
| PA | CLARION COUNTY                      | \$8,547.93  |
| PA | CLARKS SUMMIT BOROUGH               | \$800.00    |
| PA | CLAY TOWNSHIP                       | \$1,912.66  |
| PA | CLEARFIELD BOROUGH                  | \$1,378.50  |
| PA | CLEARFIELD COUNTY                   | \$4,070.00  |
| PA | COAL TOWNSHIP                       | \$562.00    |
| PA | COATESVILLE CITY                    | \$2,745.54  |
| PA | COLUMBIA BOROUGH                    | \$2,495.40  |
| PA | CONEWAGO TOWNSHIP                   | \$513.53    |
| PA | CONNELLSVILLE CITY                  | \$6,000.00  |
| PA | CONSHOHOCKEN BOROUGH                | \$1,504.16  |
| PA | CORAOPOLIS BOROUGH                  | \$970.00    |
| PA | CORNWALL BOROUGH                    | \$1,625.00  |
| PA | CRANBERRY TOWNSHIP                  | \$4,740.00  |
| PA | CRAWFORD COUNTY                     | \$6,630.51  |
| PA | CRESSON BOROUGH                     | \$839.00    |
| PA | CRESSON TOWNSHIP                    | \$750.00    |
| PA | CUMBERLAND TOWNSHIP                 | \$2,685.00  |
| PA | CUMRU TOWNSHIP                      | \$8,389.50  |
| PA | COLONIAL REGIONAL POLICE DEPARTMENT | \$2,877.00  |
| PA | DANVILLE BOROUGH                    | \$800.00    |
| PA | DARBY BOROUGH                       | \$2,385.00  |
| PA | DELMONT BOROUGH                     | \$800.00    |
| PA | DERRY TOWNSHIP                      | \$4,800.00  |
| PA | DONORA BOROUGH                      | \$3,412.50  |
| PA | DOVER TOWNSHIP                      | \$3,228.75  |
| PA | DUBLIN BOROUGH                      | \$985.00    |
| PA | EAST HEMPFIELD TOWNSHIP             | \$3,667.50  |

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|----|------------------------------------------|-------------|
| PA | EAST NORRITON TOWNSHIP                   | \$2,676.50  |
| PA | EAST PENNSBORO TOWNSHIP                  | \$2,070.00  |
| PA | EAST PIKELAND TOWNSHIP                   | \$800.00    |
| PA | EAST VINCENT TOWNSHIP                    | \$1,591.14  |
| PA | EASTERN PIKE REGIONAL POLICE             | \$1,448.36  |
| PA | ELK COUNTY                               | \$6,400.00  |
| PA | EMMAUS BOROUGH                           | \$1,600.00  |
| PA | EPHRATA BOROUGH                          | \$5,850.00  |
| PA | ERIE CITY                                | \$18,125.00 |
| PA | EXETER TOWNSHIP                          | \$5,067.10  |
| PA | EASTERN BERKS REGIONAL POLICE DEPARTMENT | \$1,368.50  |
| PA | FAIRVIEW TOWNSHIP (MOUNTAINTOP)          | \$2,800.00  |
| PA | FAIRVIEW TOWNSHIP (NEW CUMBERLAND)       | \$2,040.00  |
| PA | FARRELL CITY                             | \$3,981.65  |
| PA | FERGUSON TOWNSHIP                        | \$2,625.00  |
| PA | FLEETWOOD BOROUGH                        | \$3,514.50  |
| PA | FOLCROFT BOROUGH                         | \$6,800.00  |
| PA | FOREST CITY BOROUGH                      | \$1,650.00  |
| PA | FOREST HILLS BOROUGH                     | \$4,394.50  |
| PA | FORWARD TOWNSHIP                         | \$3,981.65  |
| PA | FOUNTAIN HILL BOROUGH                    | \$502.50    |
| PA | FRANKLIN TOWNSHIP                        | \$1,565.00  |
| PA | GETTYSBURG BOROUGH                       | \$1,710.27  |
| PA | GLASSPORT BOROUGH                        | \$1,835.15  |
| PA | GRANVILLE TOWNSHIP                       | \$2,400.00  |
| PA | GREEN TREE BOROUGH                       | \$1,103.00  |
| PA | GREENSBURG CITY                          | \$2,284.10  |
| PA | HANOVER BOROUGH                          | \$3,228.00  |
| PA | HANOVER TOWNSHIP                         | \$511.22    |
| PA | HARMAR TOWNSHIP                          | \$1,600.00  |
| PA | HARRISON TOWNSHIP                        | \$3,125.50  |
| PA | HATBORO BOROUGH                          | \$1,312.50  |
| PA | HATFIELD TOWNSHIP                        | \$3,140.50  |
| PA | HAVERFORD TOWNSHIP                       | \$8,182.30  |
| PA | HAZLETON CITY                            | \$3,200.00  |
| PA | HEIDELBERG BOROUGH                       | \$932.80    |
| PA | HELLERTOWN BOROUGH                       | \$1,923.42  |
| PA | HIGHSPIRE BOROUGH                        | \$1,050.00  |
| PA | HILLTOWN TOWNSHIP                        | \$457.59    |
| PA | HORSHAM TOWNSHIP                         | \$5,921.45  |
| PA | HARRISBURG INTERNATIONAL AIRPORT         | \$451.00    |
| PA | INDIANA TOWNSHIP                         | \$5,812.50  |
| PA | JEFFERSON BOROUGH                        | \$3,180.00  |
| PA | JUNIATA COUNTY                           | \$2,400.00  |
| PA | KENNEDY TOWNSHIP                         | \$1,199.93  |
| PA | KENNETT TOWNSHIP                         | \$3,182.28  |
| PA | LAKE CITY BOROUGH                        | \$1,249.99  |

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|----|----------------------------|-------------|
| PA | LAWRENCE TOWNSHIP          | \$1,793.50  |
| PA | LEBANON CITY               | \$5,915.00  |
| PA | LEET TOWNSHIP              | \$3,600.00  |
| PA | LEHIGH TOWNSHIP            | \$1,716.46  |
| PA | LEWISTOWN BOROUGH          | \$1,600.00  |
| PA | LIMERICK TOWNSHIP          | \$3,433.50  |
| PA | LINCOLN BOROUGH            | \$2,000.00  |
| PA | LINESVILLE BOROUGH         | \$799.99    |
| PA | LOCK HAVEN CITY            | \$520.00    |
| PA | LOWER ALLEN TOWNSHIP       | \$3,228.75  |
| PA | LOWER MAKEFIELD TOWNSHIP   | \$2,764.29  |
| PA | LOWER MERION TOWNSHIP      | \$12,262.24 |
| PA | LOWER MORELAND TOWNSHIP    | \$3,370.05  |
| PA | LOWER PAXTON TOWNSHIP      | \$7,665.00  |
| PA | LOWER POTTSBORO TOWNSHIP   | \$2,386.56  |
| PA | LOWER PROVIDENCE TOWNSHIP  | \$2,784.50  |
| PA | LOWER SALFORD TOWNSHIP     | \$2,400.00  |
| PA | LOWER SAUCON TOWNSHIP      | \$1,875.00  |
| PA | LOWER SOUTHAMPTON TOWNSHIP | \$3,780.00  |
| PA | MAHONING TOWNSHIP          | \$2,264.60  |
| PA | MAIDEN CREEK TOWNSHIP      | \$1,449.48  |
| PA | MALVERN BOROUGH            | \$1,503.00  |
| PA | MANHEIM TOWNSHIP           | \$4,176.00  |
| PA | MANOR TOWNSHIP             | \$3,896.40  |
| PA | MARCUS HOOK BOROUGH        | \$1,600.00  |
| PA | MARLBOROUGH TOWNSHIP       | \$762.00    |
| PA | MARPLE TOWNSHIP            | \$1,714.05  |
| PA | MCDONALD BOROUGH           | \$1,200.00  |
| PA | MCKEES ROCKS BOROUGH       | \$850.00    |
| PA | MIDDLEBURG BOROUGH         | \$1,200.00  |
| PA | MIDDLESEX TOWNSHIP         | \$400.00    |
| PA | MIDDLETOWN BOROUGH         | \$3,587.50  |
| PA | MIDDLETOWN TOWNSHIP        | \$3,859.18  |
| PA | MIFFLIN COUNTY             | \$2,616.00  |
| PA | MIFFLINBURG BOROUGH        | \$800.00    |
| PA | MILLCREEK TOWNSHIP         | \$6,400.00  |
| PA | MILLERSVILLE BOROUGH       | \$1,590.00  |
| PA | MILLVALE BOROUGH           | \$3,762.00  |
| PA | MILTON BOROUGH             | \$3,212.50  |
| PA | MONESSEN CITY              | \$2,017.50  |
| PA | MONTOURSVILLE BOROUGH      | \$950.00    |
| PA | MOON TOWNSHIP              | \$2,402.50  |
| PA | MOORE TOWNSHIP             | \$3,150.00  |
| PA | MOSCOW BOROUGH             | \$400.00    |
| PA | MOUNT JOY BOROUGH          | \$639.00    |
| PA | MOUNT OLIVER BOROUGH       | \$896.25    |
| PA | MUHLBERG TOWNSHIP          | \$4,174.68  |



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|----|--------------------------------------------|-------------|
| PA | MUNCY BOROUGH                              | \$1,850.00  |
| PA | MOUNT CARMEL BOROUGH                       | \$855.00    |
| PA | NEW BERLIN BOROUGH                         | \$1,200.00  |
| PA | NEW CASTLE CITY                            | \$1,990.00  |
| PA | NEW HANOVER TOWNSHIP                       | \$2,000.00  |
| PA | NEW WILMINGTON BOROUGH                     | \$799.00    |
| PA | NEWTOWN TOWNSHIP (NEWTOWN)                 | \$3,781.80  |
| PA | NEWTOWN TOWNSHIP (NEWTOWN SQUARE)          | \$2,140.29  |
| PA | NORRISTOWN BOROUGH                         | \$11,535.77 |
| PA | NORTH CATASAUQUA BOROUGH                   | \$854.04    |
| PA | NORTH COVENTRY TOWNSHIP                    | \$1,112.50  |
| PA | NORTH LONDONDERRY TOWNSHIP                 | \$925.00    |
| PA | NORTHAMPTON TOWNSHIP                       | \$5,016.00  |
| PA | NORTHERN CAMBRIA BOROUGH                   | \$1,200.00  |
| PA | NORTHUMBERLAND COUNTY                      | \$4,800.00  |
| PA | NORTH STRABANE TOWNSHIP                    | \$4,260.00  |
| PA | NORTHWEST REGIONAL POLICE                  | \$2,000.00  |
| PA | O HARA TOWNSHIP                            | \$800.00    |
| PA | OHIO TOWNSHIP                              | \$4,000.00  |
| PA | OXFORD BOROUGH                             | \$788.95    |
| PA | PALMER TOWNSHIP                            | \$800.00    |
| PA | PALMYRA BOROUGH                            | \$547.00    |
| PA | PARKESBURG BOROUGH                         | \$6,642.45  |
| PA | PARKS TOWNSHIP                             | \$1,150.00  |
| PA | PATTON TOWNSHIP                            | \$1,451.99  |
| PA | PENN HILLS MUNICIPALITY                    | \$4,800.00  |
| PA | PENN TOWNSHIP                              | \$2,301.89  |
| PA | PENNDDEL BOROUGH                           | \$2,462.50  |
| PA | PHOENIXVILLE BOROUGH                       | \$4,499.55  |
| PA | PINE TOWNSHIP                              | \$1,275.00  |
| PA | PLAINFIELD TOWNSHIP                        | \$3,636.50  |
| PA | PLYMOUTH TOWNSHIP                          | \$3,778.80  |
| PA | POTTSVILLE CITY                            | \$2,142.00  |
| PA | PROSPECT BOROUGH                           | \$575.00    |
| PA | PULASKI TOWNSHIP                           | \$2,145.08  |
| PA | PUNXSUTAWNEY BOROUGH                       | \$1,857.00  |
| PA | PYMATUNING TOWNSHIP                        | \$1,419.00  |
| PA | POCONO MOUNTAIN REGIONAL POLICE COMMISSION | \$4,750.00  |
| PA | RADNOR TOWNSHIP                            | \$3,126.50  |
| PA | READING CITY                               | \$14,414.58 |
| PA | RICHLAND TOWNSHIP                          | \$9,180.00  |
| PA | RIDLEY PARK BOROUGH                        | \$4,000.00  |
| PA | RIVERSIDE BOROUGH                          | \$1,950.00  |
| PA | ROBESON TOWNSHIP                           | \$3,195.00  |
| PA | ROCHESTER BOROUGH                          | \$4,554.00  |
| PA | ROCKLEDGE BOROUGH                          | \$2,000.00  |
| PA | ROSS TOWNSHIP                              | \$1,424.00  |

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|----|----------------------------------------|-------------|
| PA | ROSTRAVER TOWNSHIP                     | \$2,137.80  |
| PA | RICHLAND TOWNSHIP                      | \$2,006.50  |
| PA | SALEM TOWNSHIP                         | \$1,250.00  |
| PA | SALISBURY TOWNSHIP                     | \$1,050.00  |
| PA | SAXONBURG BOROUGH                      | \$1,900.00  |
| PA | SAYRE BOROUGH                          | \$6,400.00  |
| PA | SCRANTON CITY                          | \$8,000.00  |
| PA | SEWICKLEY HGTS BOROUGH                 | \$2,190.00  |
| PA | SHARON CITY                            | \$8,350.97  |
| PA | SHENANGO TOWNSHIP                      | \$2,937.50  |
| PA | SHIPPENSBURG BOROUGH                   | \$1,200.00  |
| PA | SMETHPORT BOROUGH                      | \$2,412.50  |
| PA | SOLEBURY TOWNSHIP                      | \$1,193.36  |
| PA | SOUTH STRABANE TOWNSHIP                | \$2,178.00  |
| PA | SOUTHERN CHESTER COUNTY REGIONAL       | \$2,000.00  |
| PA | SOUTHERN REGIONAL POLICE DEPARTMENT    | \$956.33    |
| PA | SPRING TOWNSHIP (BELLEFONTE)           | \$460.00    |
| PA | SPRING TOWNSHIP (READING)              | \$4,171.25  |
| PA | SPRINGETTSBURY TOWNSHIP                | \$4,438.00  |
| PA | SPRINGFIELD TOWNSHIP (SPRINGFIELD)     | \$3,345.00  |
| PA | SPRINGFIELD TOWNSHIP (WYNDMOOR)        | \$3,970.10  |
| PA | ST. MARYS CITY                         | \$1,200.00  |
| PA | STATE COLLEGE BOROUGH                  | \$14,182.00 |
| PA | STEELTON BOROUGH                       | \$345.00    |
| PA | STROUD AREA REGIONAL POLICE DEPARTMENT | \$7,600.00  |
| PA | SUMMERHILL TOWNSHIP                    | \$3,000.00  |
| PA | SUSQUEHANNA TOWNSHIP                   | \$2,957.50  |
| PA | SWATARA TOWNSHIP                       | \$7,661.50  |
| PA | TINICUM TOWNSHIP                       | \$445.00    |
| PA | TITUSVILLE CITY                        | \$3,762.50  |
| PA | TOWAMENCIN TOWNSHIP                    | \$2,548.80  |
| PA | TREDYFFRIN TOWNSHIP                    | \$2,800.00  |
| PA | TURTLE CREEK BOROUGH                   | \$4,000.00  |
| PA | UNION CITY BOROUGH                     | \$900.00    |
| PA | UPPER DARBY TOWNSHIP                   | \$9,905.61  |
| PA | UPPER DUBLIN TOWNSHIP                  | \$6,180.00  |
| PA | UPPER MACUNGIE TOWNSHIP                | \$1,888.00  |
| PA | UPPER MAKEFIELD TOWNSHIP               | \$775.72    |
| PA | UPPER MERION TOWNSHIP                  | \$8,820.00  |
| PA | UPPER MORELAND TOWNSHIP                | \$5,012.00  |
| PA | UPPER POTTS GROVE TOWNSHIP             | \$3,000.00  |
| PA | UPPER PROVIDENCE TOWNSHIP              | \$5,908.50  |
| PA | UPPER SOUTHAMPTON TOWNSHIP             | \$2,656.50  |
| PA | UPPER ST CLAIR TOWNSHIP                | \$2,745.00  |
| PA | WARMINSTER TOWNSHIP                    | \$3,163.84  |
| PA | WARREN CITY                            | \$1,990.00  |
| PA | WARREN COUNTY                          | \$7,920.00  |

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|----|------------------------------------------|---------------------|
| PA | WARWICK TOWNSHIP                         | \$2,287.95          |
| PA | WASHINGTON CITY                          | \$11,935.00         |
| PA | WASHINGTON TOWNSHIP                      | \$1,803.50          |
| PA | WAYNESBORO BOROUGH                       | \$2,200.00          |
| PA | WEATHERLY BOROUGH                        | \$3,196.00          |
| PA | WEST BRANDYWINE TOWNSHIP                 | \$1,200.00          |
| PA | WEST CHESTER BOROUGH                     | \$5,839.75          |
| PA | WEST CONSHOHOCKEN BOROUGH                | \$4,987.50          |
| PA | WEST DEER TOWNSHIP                       | \$1,055.00          |
| PA | WEST GOSHEN TOWNSHIP                     | \$6,109.32          |
| PA | WEST HAZLETON BOROUGH                    | \$2,472.50          |
| PA | WEST LAMPETER TOWNSHIP                   | \$981.15            |
| PA | WEST MANHEIM TOWNSHIP                    | \$415.13            |
| PA | WEST READING BOROUGH                     | \$1,478.14          |
| PA | WEST SADSBUURY TOWNSHIP                  | \$1,200.00          |
| PA | WEST SHORE REGIONAL POLICE DEPARTMENT    | \$1,200.00          |
| PA | WEST VIEW BOROUGH                        | \$4,800.00          |
| PA | WEST VINCENT TOWNSHIP                    | \$472.35            |
| PA | WEST WHITELAND TOWNSHIP                  | \$3,750.00          |
| PA | WHITEHALL TOWNSHIP                       | \$4,644.37          |
| PA | WHITEMARSH TOWNSHIP                      | \$3,069.00          |
| PA | WHITPAIN TOWNSHIP                        | \$3,450.00          |
| PA | WILKES BARRE CITY                        | \$4,317.76          |
| PA | WILKES BARRE TOWNSHIP                    | \$3,724.08          |
| PA | WILLIAMSPORT CITY                        | \$1,592.00          |
| PA | WILSON BOROUGH                           | \$1,918.00          |
| PA | WYOMISSING BOROUGH                       | \$24.96             |
| PA | YORK CITY                                | \$12,710.00         |
|    | <b>Totals for PA(281 Jurisdictions):</b> | <b>\$892,684.32</b> |
| PR | ARECIBO MUNICIPALITY                     | \$14,400.00         |
| PR | ISABELA                                  | \$9,200.00          |
| PR | MUNICIPALITY GUAYNABO                    | \$39,852.00         |
|    | <b>Totals for PR(3 Jurisdictions):</b>   | <b>\$63,452.00</b>  |
| RI | BRISTOL TOWN                             | \$6,000.00          |
| RI | BURRILLVILLE TOWN                        | \$4,000.00          |
| RI | CENTRAL FALLS CITY                       | \$4,264.00          |
| RI | COVENTRY TOWN                            | \$13,162.50         |
| RI | JAMESTOWN TOWN                           | \$1,634.55          |
| RI | JOHNSTON TOWN                            | \$6,143.77          |
| RI | MIDDLETOWN TOWN                          | \$12,930.45         |
| RI | NARRAGANSETT TOWN                        | \$4,922.50          |
| RI | NEWPORT CITY                             | \$10,200.00         |
| RI | NORTH PROVIDENCE TOWN                    | \$6,000.00          |
| RI | NORTH SMITHFIELD TOWN                    | \$4,050.00          |
| RI | PAWTUCKET CITY                           | \$20,370.00         |
| RI | PORTSMOUTH TOWN                          | \$9,450.00          |
| RI | RICHMOND TOWN                            | \$1,550.00          |

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|----|-----------------------------------------|---------------------|
| RI | SCITUATE TOWN                           | \$1,469.15          |
| RI | SOUTH KINGSTOWN TOWN                    | \$14,800.00         |
| RI | SMITHFIELD                              | \$5,000.00          |
| RI | WARWICK CITY                            | \$22,000.00         |
| RI | WEST GREENWICH TOWN                     | \$2,364.00          |
| RI | WEST WARWICK TOWN                       | \$1,831.13          |
| RI | WOONSOCKET CITY                         | \$10,462.50         |
|    | <b>Totals for RI(21 Jurisdictions):</b> | <b>\$162,604.55</b> |
| SC | AIKEN CITY                              | \$8,175.00          |
| SC | BARNWELL CITY                           | \$1,596.30          |
| SC | BARNWELL COUNTY                         | \$4,378.00          |
| SC | BATESBURG-LEESVILLE TOWN                | \$1,733.12          |
| SC | BEAUFORT CITY                           | \$5,820.80          |
| SC | BEAUFORT COUNTY                         | \$3,839.16          |
| SC | BENNETTSVILLE CITY                      | \$8,906.95          |
| SC | BLUFFTON TOWN                           | \$1,637.10          |
| SC | CENTRAL TOWN                            | \$1,117.62          |
| SC | CHARLESTON COUNTY AVIATION AUTHORITY    | \$4,414.38          |
| SC | CHERAW TOWN                             | \$4,162.50          |
| SC | CHESTER COUNTY                          | \$5,097.60          |
| SC | CHESTERFIELD COUNTY                     | \$22,032.00         |
| SC | CLARENDON COUNTY                        | \$2,970.00          |
| SC | COLLETON COUNTY                         | \$17,835.60         |
| SC | COLUMBIA CITY                           | \$12,720.58         |
| SC | CONWAY                                  | \$4,980.00          |
| SC | DARLINGTON COUNTY                       | \$12,015.60         |
| SC | DORCHESTER COUNTY                       | \$16,015.75         |
| SC | EDGEFIELD COUNTY                        | \$11,200.00         |
| SC | FOLLY BEACH CITY                        | \$1,329.25          |
| SC | GEORGETOWN CITY                         | \$4,327.12          |
| SC | GOOSE CREEK CITY                        | \$8,390.50          |
| SC | GREENVILLE CITY                         | \$34,151.67         |
| SC | GREENWOOD CITY                          | \$5,279.67          |
| SC | GREENWOOD COUNTY                        | \$2,542.32          |
| SC | GREER CITY                              | \$6,840.75          |
| SC | HANAHAN CITY                            | \$3,750.00          |
| SC | HARTSVILLE CITY                         | \$1,840.00          |
| SC | HORRY COUNTY                            | \$17,385.48         |
| SC | JASPER COUNTY                           | \$9,471.34          |
| SC | LANCASTER COUNTY                        | \$8,039.84          |
| SC | LAURENS COUNTY                          | \$10,871.10         |
| SC | MARION CITY                             | \$21,417.00         |
| SC | MOUNT PLEASANT TOWN                     | \$9,940.80          |
| SC | MYRTLE BEACH CITY                       | \$17,329.00         |
| SC | NEWBERRY COUNTY                         | \$4,973.50          |
| SC | NORTH AUGUSTA CITY                      | \$9,179.10          |
| SC | NORTH CHARLESTON CITY                   | \$5,653.71          |

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| SC | ORANGEBURG CITY                         | \$5,278.32          |
| SC | OCONEE COUNTY                           | \$14,140.00         |
| SC | PICKENS COUNTY                          | \$1,546.95          |
| SC | PORT ROYAL TOWN                         | \$2,844.50          |
| SC | RICHLAND COUNTY                         | \$12,611.14         |
| SC | ROCK HILL CITY                          | \$9,818.75          |
| SC | RIDGE SPRING CITY                       | \$506.25            |
| SC | SIMPSONVILLE CITY                       | \$5,384.00          |
| SC | SOUTH CAROLINA                          | \$120,789.77        |
| SC | SPARTANBURG CITY                        | \$10,758.34         |
| SC | SUMMERVILLE TOWN                        | \$7,621.85          |
| SC | TEGA CAY CITY                           | \$1,933.50          |
| SC | TRAVELERS REST CITY                     | \$2,313.00          |
| SC | WAGENER TOWN                            | \$484.14            |
| SC | WEST COLUMBIA CITY                      | \$4,163.50          |
| SC | WILLIAMSTON TOWN                        | \$1,444.56          |
|    | <b>Totals for SC(55 Jurisdictions):</b> | <b>\$534,998.78</b> |
| SD | ABERDEEN CITY                           | \$5,042.38          |
| SD | BENNETT COUNTY                          | \$1,600.00          |
| SD | BROOKINGS CITY                          | \$4,687.50          |
| SD | CHARLES MIX COUNTY                      | \$850.00            |
| SD | CLARK CITY                              | \$1,930.50          |
| SD | CUSTER COUNTY                           | \$4,104.36          |
| SD | DAVISON COUNTY                          | \$892.50            |
| SD | ELK POINT CITY                          | \$477.50            |
| SD | HURON CITY                              | \$2,175.00          |
| SD | JONES COUNTY                            | \$1,191.00          |
| SD | LENNOX CITY                             | \$1,358.00          |
| SD | LINCOLN COUNTY                          | \$5,188.00          |
| SD | RAPID CITY                              | \$10,076.00         |
| SD | ROBERTS COUNTY                          | \$2,245.28          |
| SD | SISSETON CITY                           | \$1,541.54          |
| SD | SPINK COUNTY                            | \$1,584.00          |
| SD | UNION COUNTY                            | \$628.95            |
| SD | VERMILLION CITY                         | \$1,700.00          |
| SD | WATERTOWN CITY                          | \$10,400.00         |
| SD | YANKTON CITY                            | \$4,487.83          |
| SD | YANKTON COUNTY                          | \$2,170.00          |
|    | <b>Totals for SD(21 Jurisdictions):</b> | <b>\$64,330.34</b>  |
| TN | ALCOA CITY                              | \$5,500.00          |
| TN | BEAN STATION CITY                       | \$937.50            |
| TN | BRISTOL CITY                            | \$5,775.00          |
| TN | BROWNSVILLE CITY                        | \$3,195.00          |
| TN | BARTLETT                                | \$15,000.00         |
| TN | CAMPBELL COUNTY                         | \$13,437.50         |
| TN | CARROLL COUNTY                          | \$2,980.00          |
| TN | CARTER COUNTY                           | \$5,100.00          |

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| TN | CLEVELAND CITY      | \$7,875.00  |
| TN | COCKE COUNTY        | \$5,753.50  |
| TN | COLLIERVILLE TOWN   | \$4,987.50  |
| TN | COLUMBIA CITY       | \$2,947.50  |
| TN | COVINGTON CITY      | \$1,710.00  |
| TN | CROSSVILLE CITY     | \$2,000.00  |
| TN | CUMBERLAND COUNTY   | \$4,860.00  |
| TN | DICKSON CITY        | \$4,614.00  |
| TN | DYERSBURG CITY      | \$4,500.00  |
| TN | ELIZABETHTON CITY   | \$4,733.00  |
| TN | ERWIN CITY          | \$6,400.00  |
| TN | FAIRVIEW CITY       | \$3,430.00  |
| TN | FAYETTEVILLE CITY   | \$10,482.22 |
| TN | FRANKLIN CITY       | \$7,812.50  |
| TN | GALLATIN CITY       | \$4,400.00  |
| TN | GOODLETTSVILLE CITY | \$5,180.00  |
| TN | GREENE COUNTY       | \$2,300.00  |
| TN | GREENEVILLE TOWN    | \$7,150.00  |
| TN | GRUNDY COUNTY       | \$2,000.00  |
| TN | HAMBLEN COUNTY      | \$1,200.00  |
| TN | HAMILTON COUNTY     | \$9,838.35  |
| TN | HAWKINS COUNTY      | \$3,200.00  |
| TN | HENDERSONVILLE CITY | \$15,075.00 |
| TN | HICKMAN COUNTY      | \$2,668.75  |
| TN | JACKSBORO TOWN      | \$322.50    |
| TN | JACKSON CITY        | \$3,937.50  |
| TN | JEFFERSON CITY      | \$4,100.00  |
| TN | JELICO CITY         | \$1,562.50  |
| TN | JOHNSON CITY        | \$11,760.00 |
| TN | KINGSPORT CITY      | \$8,450.00  |
| TN | KNOX COUNTY         | \$34,018.32 |
| TN | KNOXVILLE CITY      | \$17,133.46 |
| TN | LA FOLLETTE CITY    | \$2,060.48  |
| TN | LAKE CITY           | \$1,875.00  |
| TN | LAVERGNE CITY       | \$4,924.28  |
| TN | LEBANON CITY        | \$11,625.00 |
| TN | LENOIR CITY         | \$2,610.00  |
| TN | LEWISBURG CITY      | \$3,020.00  |
| TN | MADISON COUNTY      | \$15,480.00 |
| TN | MARSHALL COUNTY     | \$4,197.50  |
| TN | MARTIN CITY         | \$312.50    |
| TN | MARYVILLE CITY      | \$8,050.00  |
| TN | MAURY COUNTY        | \$2,753.60  |
| TN | MILAN CITY          | \$1,875.00  |
| TN | MILLINGTON CITY     | \$9,750.00  |
| TN | MORRISTOWN CITY     | \$8,062.50  |
| TN | MOSHEIM TOWN        | \$1,200.00  |

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| TN | MOUNT PLEASANT CITY                     | \$1,915.00          |
| TN | MT JULIET CITY                          | \$4,191.06          |
| TN | MURFREESBORO CITY                       | \$45,510.74         |
| TN | OAK RIDGE CITY                          | \$2,750.00          |
| TN | OAKLAND TOWN                            | \$7,000.00          |
| TN | OVERTON COUNTY                          | \$4,800.00          |
| TN | PARIS CITY                              | \$3,200.00          |
| TN | PIGEON FORGE CITY                       | \$5,087.50          |
| TN | PIPERTON CITY                           | \$1,574.00          |
| TN | PLAINVIEW CITY                          | \$312.50            |
| TN | PULASKI CITY                            | \$3,196.00          |
| TN | RED BANK CITY                           | \$7,862.50          |
| TN | ROBERTSON COUNTY                        | \$5,400.00          |
| TN | ROANE COUNTY GOVERNMENT                 | \$8,595.00          |
| TN | SEVIER COUNTY                           | \$8,444.45          |
| TN | SEVIERVILLE CITY                        | \$8,000.00          |
| TN | SHELBYVILLE CITY                        | \$1,500.00          |
| TN | SMITH COUNTY                            | \$14,279.43         |
| TN | SMYRNA TOWN                             | \$4,355.00          |
| TN | SOMERVILLE TOWN                         | \$1,450.00          |
| TN | SPRING HILL TOWN                        | \$6,760.00          |
| TN | STEWART COUNTY                          | \$3,081.00          |
| TN | SURGOINSVILLE TOWN                      | \$2,800.00          |
| TN | SWEETWATER CITY                         | \$9,062.50          |
| TN | TAZEWELL TOWN                           | \$3,225.00          |
| TN | TENNESSEE                               | \$3,847.39          |
| TN | TIPTON COUNTY                           | \$9,386.00          |
| TN | WARTBURG CITY                           | \$2,190.00          |
| TN | WAYNESBORO CITY                         | \$1,520.00          |
| TN | WHITE HOUSE CITY                        | \$2,158.75          |
| TN | SPRINGFIELD                             | \$2,220.00          |
|    | <b>Totals for TN(86 Jurisdictions):</b> | <b>\$521,796.28</b> |
| TX | ABERNATHY CITY                          | \$1,772.50          |
| TX | ADDISON TOWN                            | \$7,547.93          |
| TX | ALAMO CITY                              | \$6,000.00          |
| TX | ALAMO HEIGHTS CITY                      | \$2,237.50          |
| TX | ALDINE IND SCH DISTRICT 902             | \$12,384.50         |
| TX | ALICE CITY                              | \$2,000.00          |
| TX | ALLEN CITY                              | \$4,531.90          |
| TX | ALVIN CITY                              | \$4,000.00          |
| TX | ALVIN IND SCH DIST 901                  | \$12,487.50         |
| TX | ANDERSON COUNTY                         | \$7,807.36          |
| TX | ANNA CITY                               | \$4,105.00          |
| TX | ARCHER COUNTY                           | \$8,666.24          |
| TX | ARGYLE CITY                             | \$838.50            |
| TX | ARP CITY                                | \$1,411.02          |
| TX | AUBREY CITY                             | \$3,213.00          |

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| TX | AZLE CITY               | \$3,995.00  |
| TX | BALCH SPRINGS CITY      | \$5,200.00  |
| TX | BALCONES HEIGHTS CITY   | \$1,775.00  |
| TX | BALLINGER CITY          | \$3,976.60  |
| TX | BANDERA TOWN            | \$1,600.00  |
| TX | BASTROP CITY            | \$6,079.13  |
| TX | BASTROP COUNTY          | \$6,450.00  |
| TX | BAY CITY                | \$4,680.00  |
| TX | BEDFORD TOWN            | \$10,000.00 |
| TX | BELLMEAD CITY           | \$4,619.50  |
| TX | BELTON CITY             | \$2,137.50  |
| TX | BENBROOK CITY           | \$2,534.35  |
| TX | BEVERLY HILLS CITY      | \$2,000.00  |
| TX | BIG SPRING CITY         | \$4,795.40  |
| TX | BOERNE CITY             | \$3,875.00  |
| TX | BORGER CITY             | \$5,402.21  |
| TX | BOWIE COUNTY            | \$9,602.50  |
| TX | BRAZORIA COUNTY         | \$1,763.36  |
| TX | BRENHAM CITY            | \$2,985.95  |
| TX | BREWSTER COUNTY         | \$4,454.00  |
| TX | BRIDGEPORT CITY         | \$3,200.00  |
| TX | BRISCOE COUNTY          | \$1,575.00  |
| TX | BROWN COUNTY            | \$4,215.00  |
| TX | BROWNSVILLE CITY        | \$3,424.40  |
| TX | BRYAN CITY              | \$14,922.00 |
| TX | BUDA CITY               | \$6,543.03  |
| TX | BUNKER HILL VILLAGE     | \$1,837.50  |
| TX | BRIDGE CITY             | \$1,565.20  |
| TX | CALDWELL COUNTY         | \$4,956.00  |
| TX | CAMERON COUNTY          | \$8,413.75  |
| TX | CASTRO COUNTY           | \$1,200.00  |
| TX | CEDAR HILL CITY         | \$5,970.00  |
| TX | CEDAR PARK CITY         | \$5,857.36  |
| TX | CIBOLO CITY             | \$3,880.80  |
| TX | CLEBURNE CITY           | \$5,988.00  |
| TX | COLLEYVILLE CITY        | \$3,251.50  |
| TX | COLLIN COUNTY           | \$87,451.28 |
| TX | COMANCHE CITY           | \$1,756.40  |
| TX | CONROE CITY             | \$13,566.20 |
| TX | CONROE IND SCH DIST 902 | \$11,200.00 |
| TX | CONVERSE CITY           | \$4,005.00  |
| TX | COPPELL CITY            | \$4,477.66  |
| TX | COPPERAS COVE CITY      | \$4,800.00  |
| TX | CORSICANA CITY          | \$2,295.00  |
| TX | CORYELL COUNTY          | \$23,200.00 |
| TX | CRANE COUNTY            | \$579.94    |
| TX | CROWLEY CITY            | \$2,850.00  |



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| TX | CITY OF BULVERDE                              | \$1,997.50   |
| TX | DECATUR CITY                                  | \$3,399.52   |
| TX | DEER PARK CITY                                | \$6,712.50   |
| TX | DEL RIO CITY                                  | \$12,260.50  |
| TX | DENISON CITY                                  | \$6,800.00   |
| TX | DENVER CITY                                   | \$800.00     |
| TX | DESOTO CITY                                   | \$10,074.38  |
| TX | DIBOLL CITY                                   | \$2,800.00   |
| TX | DICKINSON CITY                                | \$5,335.00   |
| TX | DONNA CITY                                    | \$9,995.00   |
| TX | DUMAS CITY                                    | \$8,297.86   |
| TX | DUNCANVILLE CITY                              | \$2,247.50   |
| TX | DUVAL COUNTY                                  | \$8,800.00   |
| TX | DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD | \$4,075.50   |
| TX | EAGLE PASS CITY                               | \$15,200.00  |
| TX | EARLY CITY                                    | \$1,200.00   |
| TX | EAST TAWAKONI TOWN                            | \$5,250.00   |
| TX | EDCOUCH CITY                                  | \$2,281.00   |
| TX | EDINBURG CITY                                 | \$8,014.10   |
| TX | EDNA CITY                                     | \$800.00     |
| TX | EL CAMPO CITY                                 | \$4,674.00   |
| TX | EL PASO COUNTY                                | \$8,447.22   |
| TX | ESCOBARES CITY                                | \$2,565.00   |
| TX | EULESS CITY                                   | \$6,000.00   |
| TX | FARMERS BRANCH CITY                           | \$1,899.98   |
| TX | FARMERSVILLE CITY                             | \$3,990.65   |
| TX | FAYETTE COUNTY                                | \$1,975.00   |
| TX | FLOWER MOUND CITY                             | \$12,934.74  |
| TX | FORNEY CITY                                   | \$3,019.50   |
| TX | FORT BEND COUNTY                              | \$12,372.04  |
| TX | FRANKSTON TOWN                                | \$1,371.76   |
| TX | FREDERICKSBURG CITY                           | \$2,000.00   |
| TX | FREER TOWN                                    | \$2,875.00   |
| TX | FRIENDSWOOD CITY                              | \$6,400.00   |
| TX | FULSHEAR CITY                                 | \$1,880.00   |
| TX | GAINESVILLE CITY                              | \$3,700.00   |
| TX | GATESVILLE CITY                               | \$3,220.00   |
| TX | GIDDINGS CITY                                 | \$5,462.45   |
| TX | GILLESPIE COUNTY                              | \$3,200.00   |
| TX | GRANBURY CITY                                 | \$9,828.53   |
| TX | GRAND PRAIRIE CITY                            | \$3,669.16   |
| TX | GRANDVIEW CITY                                | \$2,828.84   |
| TX | GRAPEVINE CITY                                | \$13,019.86  |
| TX | GRAYSON COUNTY                                | \$2,529.87   |
| TX | HALLETTSVILLE CITY                            | \$1,200.00   |
| TX | HARLINGEN CITY                                | \$37,446.00  |
| TX | HARRIS COUNTY                                 | \$127,470.22 |

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| TX | HARRISON COUNTY            | \$20,042.81 |
| TX | HARTLEY COUNTY             | \$1,840.50  |
| TX | HAYS COUNTY                | \$5,479.58  |
| TX | HEARNE CITY                | \$1,900.00  |
| TX | HEATH CITY                 | \$1,970.00  |
| TX | HELOTES CITY               | \$2,223.80  |
| TX | HEMPHILL CITY              | \$1,004.48  |
| TX | HENDERSON COUNTY           | \$5,200.00  |
| TX | HEREFORD CITY              | \$3,629.49  |
| TX | HEWITT CITY                | \$975.00    |
| TX | HIDALGO CITY               | \$5,152.50  |
| TX | HIGHLAND PARK CITY         | \$2,547.88  |
| TX | HIGHLAND VILLAGE CITY      | \$2,247.50  |
| TX | HILL COUNTY                | \$7,200.00  |
| TX | HOLLYWOOD PARK TOWN        | \$1,050.00  |
| TX | HOOD COUNTY                | \$6,750.00  |
| TX | HOWARD COUNTY              | \$2,250.00  |
| TX | HUNT COUNTY                | \$2,437.69  |
| TX | HURST CITY                 | \$4,256.28  |
| TX | HOUSTON INDEPENDENT SCHOOL | \$8,045.65  |
| TX | INGLESIDE CITY             | \$5,421.00  |
| TX | IOWA COLONY VILLAGE        | \$3,199.68  |
| TX | JACINTO CITY               | \$3,250.00  |
| TX | JACK COUNTY                | \$864.00    |
| TX | JACKSON COUNTY             | \$2,335.00  |
| TX | JACKSONVILLE CITY          | \$2,250.00  |
| TX | JASPER CITY                | \$6,800.00  |
| TX | JONESTOWN CITY             | \$1,595.26  |
| TX | JOSHUA CITY                | \$399.99    |
| TX | KELLER CITY                | \$4,315.00  |
| TX | KEMP TOWN                  | \$1,841.36  |
| TX | KENNEDALE CITY             | \$2,324.98  |
| TX | KILGORE CITY               | \$6,486.00  |
| TX | KILLEEN CITY               | \$9,086.85  |
| TX | KINGSVILLE CITY            | \$5,000.00  |
| TX | KIRBY CITY                 | \$1,699.84  |
| TX | LA PORTE CITY              | \$9,515.00  |
| TX | LAKEWAY CITY               | \$2,500.00  |
| TX | LAMPASAS CITY              | \$2,800.00  |
| TX | LAREDO CITY                | \$19,887.05 |
| TX | LEANDER CITY               | \$5,512.50  |
| TX | LEE COUNTY                 | \$500.00    |
| TX | LEON VALLEY CITY           | \$8,407.25  |
| TX | LIBERTY HILL CITY          | \$6,450.00  |
| TX | LIVE OAK CITY              | \$7,125.00  |
| TX | LIVINGSTON TOWN            | \$1,680.80  |
| TX | LLANO CITY                 | \$1,146.00  |

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| TX | LOCKHART CITY              | \$2,992.00  |
| TX | LONGVIEW CITY              | \$22,264.50 |
| TX | LORENA CITY                | \$1,200.00  |
| TX | LOS FRESNOS CITY           | \$2,389.80  |
| TX | LUFKIN CITY                | \$15,989.00 |
| TX | LYTLE CITY                 | \$775.00    |
| TX | MANOR CITY                 | \$2,686.24  |
| TX | MANSFIELD CITY             | \$16,342.20 |
| TX | MANSFIELD IND SCH DIST 908 | \$8,926.88  |
| TX | MARBLE FALLS CITY          | \$2,205.00  |
| TX | MARION COUNTY              | \$3,625.95  |
| TX | MARSHALL CITY              | \$13,903.00 |
| TX | MCLENNAN COUNTY            | \$7,529.35  |
| TX | MEADOWS CITY               | \$1,550.00  |
| TX | MEDINA COUNTY              | \$24,911.15 |
| TX | MINERAL WELLS CITY         | \$2,796.57  |
| TX | MISSION CITY               | \$10,000.00 |
| TX | MISSOURI CITY              | \$4,740.00  |
| TX | MONAHANS CITY              | \$2,674.56  |
| TX | MONT BELVIEU TOWN          | \$4,906.00  |
| TX | MONTAGUE COUNTY            | \$384.98    |
| TX | NACOGDOCHES COUNTY         | \$4,268.00  |
| TX | NAPLES CITY                | \$1,129.50  |
| TX | NAVARRO COUNTY             | \$7,200.00  |
| TX | NAVASOTA CITY              | \$2,380.95  |
| TX | NEDERLAND CITY             | \$1,926.23  |
| TX | NEW BRAUNFELS CITY         | \$19,390.00 |
| TX | NORTH RICHLAND HILLS CITY  | \$8,499.50  |
| TX | NORTHLAKE TOWN             | \$2,403.00  |
| TX | ODESSA CITY                | \$5,201.23  |
| TX | ORANGE CITY                | \$2,129.98  |
| TX | ORANGE COUNTY              | \$4,800.00  |
| TX | OVILLA CITY                | \$1,281.92  |
| TX | PALACIOS CITY              | \$270.16    |
| TX | PALMER TOWN                | \$773.66    |
| TX | PALMVIEW CITY              | \$8,315.00  |
| TX | PANORAMA VILLAGE           | \$1,858.84  |
| TX | PANTEGO TOWN               | \$2,607.50  |
| TX | PASADENA CITY              | \$10,993.03 |
| TX | PENITAS CITY               | \$6,239.00  |
| TX | PHARR CITY                 | \$4,315.00  |
| TX | PINEHURST CITY             | \$442.50    |
| TX | PLAINVIEW CITY             | \$3,673.50  |
| TX | PLEASANTON CITY            | \$10,350.00 |
| TX | POLK COUNTY                | \$11,220.00 |
| TX | PORT ISABEL CITY           | \$3,916.89  |
| TX | PORT LAVACA CITY           | \$3,218.73  |

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| TX | PORT NECHES CITY        | \$2,000.00  |
| TX | POTTSBORO TOWN          | \$3,554.82  |
| TX | PADUCAH CITY            | \$1,083.02  |
| TX | RANCHO VIEJO TOWN       | \$2,028.33  |
| TX | RAYMONDVILLE CITY       | \$5,786.80  |
| TX | RED OAK TOWN            | \$2,025.00  |
| TX | RHOME CITY              | \$2,056.93  |
| TX | RICHARDSON CITY         | \$13,854.01 |
| TX | RICHLAND HILLS CITY     | \$3,200.00  |
| TX | RICHMOND CITY           | \$3,157.50  |
| TX | RIVER OAKS CITY         | \$4,000.00  |
| TX | ROBINSON CITY           | \$1,500.00  |
| TX | ROBSTOWN CITY           | \$2,025.00  |
| TX | ROCKDALE CITY           | \$2,550.00  |
| TX | ROCKWALL CITY           | \$9,504.30  |
| TX | ROCKWALL COUNTY         | \$1,903.62  |
| TX | ROMA CITY               | \$10,945.00 |
| TX | ROSENBERG CITY          | \$9,937.50  |
| TX | ROWLETT CITY            | \$11,314.62 |
| TX | SABINE COUNTY           | \$5,160.00  |
| TX | SACHSE CITY             | \$2,808.90  |
| TX | SAN ANGELO CITY         | \$4,313.96  |
| TX | SAN BENITO CITY         | \$4,829.50  |
| TX | SAN JUAN CITY           | \$5,518.50  |
| TX | SAN MARCOS CITY         | \$16,350.00 |
| TX | SCHERTZ CITY            | \$12,314.87 |
| TX | SEABROOK CITY           | \$2,625.00  |
| TX | SEAGOVILLE CITY         | \$2,400.00  |
| TX | SEGUIN CITY             | \$8,400.00  |
| TX | SELMA CITY              | \$4,400.00  |
| TX | SHAVANO PARK CITY       | \$4,555.59  |
| TX | SHERMAN CITY            | \$10,191.00 |
| TX | SINTON CITY             | \$458.83    |
| TX | SOUR LAKE CITY          | \$2,075.00  |
| TX | SOUTH PADRE ISLAND TOWN | \$14,724.75 |
| TX | SOUTHLAKE CITY          | \$5,018.50  |
| TX | SOUTHSIDE PLACE CITY    | \$1,750.00  |
| TX | SUGAR LAND CITY         | \$16,810.67 |
| TX | SULPHUR SPRINGS CITY    | \$1,345.28  |
| TX | SULLIVAN CITY           | \$4,275.00  |
| TX | TAYLOR CITY             | \$2,000.00  |
| TX | TAYLOR COUNTY           | \$7,995.00  |
| TX | TEAGUE CITY             | \$2,093.92  |
| TX | TEMPLE CITY             | \$9,900.00  |
| TX | TERRY COUNTY            | \$3,553.24  |
| TX | TEXARKANA CITY          | \$3,600.00  |
| TX | TEXAS                   | \$6,391.07  |

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| TX | THE COLONY CITY                           | \$9,299.90            |
| TX | TYLER CITY                                | \$5,483.28            |
| TX | UNITED IND SCH DIST 903                   | \$10,481.56           |
| TX | UVALDE CITY                               | \$6,372.20            |
| TX | VAL VERDE COUNTY                          | \$5,200.00            |
| TX | VAN ALSTYNE TOWN                          | \$2,085.00            |
| TX | WACO CITY                                 | \$9,178.64            |
| TX | WALKER COUNTY                             | \$3,100.00            |
| TX | WALLER TOWN                               | \$2,475.00            |
| TX | WATAUGA CITY                              | \$4,144.50            |
| TX | WEATHERFORD CITY                          | \$10,400.00           |
| TX | WEST COLUMBIA CITY                        | \$1,800.00            |
| TX | WEST ORANGE CITY                          | \$4,225.00            |
| TX | WESTWORTH VILLAGE                         | \$868.20              |
| TX | WHARTON CITY                              | \$2,350.00            |
| TX | WHITE SETTLEMENT CITY                     | \$3,329.55            |
| TX | WHITNEY TOWN                              | \$2,569.40            |
| TX | WICHITA FALLS CITY                        | \$3,278.50            |
| TX | WILLIS CITY                               | \$1,190.00            |
| TX | WILLOW PARK CITY                          | \$2,250.00            |
| TX | WILMER CITY                               | \$10,800.00           |
| TX | WINDCREST CITY                            | \$4,000.00            |
| TX | WISE COUNTY                               | \$12,800.00           |
| TX | WOODWAY CITY                              | \$1,635.00            |
| TX | WYLIE CITY                                | \$2,800.00            |
| TX | WICHITA FALLS INDEPENDENT SCHOOL DISTRICT | \$4,391.00            |
| TX | YANTIS IND SCH DIST                       | \$400.00              |
| TX | YOAKUM CITY                               | \$6,065.60            |
|    | <b>Totals for TX(278 Jurisdictions):</b>  | <b>\$1,683,679.03</b> |
| UT | AMERICAN FORK CITY                        | \$4,020.00            |
| UT | BEAVER COUNTY                             | \$8,000.00            |
| UT | BOX ELDER COUNTY                          | \$7,754.10            |
| UT | CARBON COUNTY                             | \$9,971.50            |
| UT | CENTERVILLE CITY                          | \$926.73              |
| UT | CLEARFIELD CITY                           | \$4,635.00            |
| UT | CLINTON CITY                              | \$2,266.25            |
| UT | DRAPER CITY                               | \$2,293.50            |
| UT | FARMINGTON CITY                           | \$2,400.00            |
| UT | GARFIELD COUNTY                           | \$2,157.84            |
| UT | GRANTSVILLE CITY                          | \$4,625.00            |
| UT | HEBER CITY                                | \$3,150.00            |
| UT | HERRIMAN CITY                             | \$3,600.00            |
| UT | HURRICANE CITY                            | \$7,827.84            |
| UT | IRON COUNTY                               | \$6,012.50            |
| UT | LA VERKIN CITY                            | \$1,125.00            |
| UT | LAYTON CITY                               | \$16,637.50           |
| UT | LEHI CITY                                 | \$7,254.00            |

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| UT | LOGAN CITY                              | \$5,362.50          |
| UT | NORTH LOGAN CITY                        | \$974.16            |
| UT | NORTH SALT LAKE CITY                    | \$2,782.50          |
| UT | OGDEN CITY                              | \$11,637.50         |
| UT | OREM CITY                               | \$12,375.00         |
| UT | PRICE CITY                              | \$3,020.50          |
| UT | ROOSEVELT CITY                          | \$1,575.00          |
| UT | SALINA CITY                             | \$1,650.00          |
| UT | SANDY CITY                              | \$13,110.00         |
| UT | SANTAQUIN CITY                          | \$2,127.60          |
| UT | SOUTH SALT LAKE CITY                    | \$6,791.50          |
| UT | SPANISH FORK CITY                       | \$4,889.28          |
| UT | SUMMIT COUNTY                           | \$14,500.00         |
| UT | SYRACUSE CITY                           | \$1,600.00          |
| UT | TAYLORSVILLE CITY                       | \$24,769.00         |
| UT | TOOELE CITY                             | \$1,800.00          |
| UT | TOOELE COUNTY                           | \$3,625.00          |
| UT | UINTAH COUNTY                           | \$7,229.25          |
| UT | VERNAL CITY                             | \$5,390.00          |
| UT | WEST BOUNTIFUL CITY                     | \$1,600.00          |
|    | <b>Totals for UT(38 Jurisdictions):</b> | <b>\$221,465.55</b> |
| VA | AMHERST COUNTY                          | \$6,000.00          |
| VA | ASHLAND TOWN                            | \$2,940.00          |
| VA | AUGUSTA COUNTY                          | \$7,290.00          |
| VA | BEDFORD COUNTY                          | \$10,440.50         |
| VA | BLACKSTONE TOWN                         | \$735.00            |
| VA | BLUEFIELD TOWN                          | \$3,546.00          |
| VA | BOTETOURT COUNTY                        | \$3,790.50          |
| VA | BRISTOL CITY                            | \$7,187.50          |
| VA | BUCKINGHAM COUNTY                       | \$3,757.50          |
| VA | BUENA VISTA CITY                        | \$6,500.00          |
| VA | CAMPBELL COUNTY                         | \$8,340.00          |
| VA | CAROLINE COUNTY                         | \$5,037.50          |
| VA | CHILHOWIE TOWN                          | \$685.00            |
| VA | CHINCOTEAGUE TOWN                       | \$944.30            |
| VA | CHRISTIANSBURG TOWN                     | \$2,304.75          |
| VA | CLARKE COUNTY                           | \$3,561.32          |
| VA | COLONIAL HEIGHTS CITY                   | \$4,425.00          |
| VA | COVINGTON CITY                          | \$2,000.00          |
| VA | CULPEPER COUNTY                         | \$10,150.00         |
| VA | DANVILLE CITY                           | \$11,700.00         |
| VA | DINWIDDIE COUNTY                        | \$3,780.00          |
| VA | DUMFRIES TOWN                           | \$1,600.00          |
| VA | ELKTON TOWN                             | \$1,095.00          |
| VA | EMPORIA CITY                            | \$2,242.50          |
| VA | FAUQUIER COUNTY                         | \$17,677.50         |
| VA | FLUVANNA COUNTY                         | \$1,428.00          |

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| VA | FRANKLIN COUNTY                  | \$11,070.00 |
| VA | FREDERICK COUNTY                 | \$12,862.50 |
| VA | FRONT ROYAL TOWN                 | \$4,707.23  |
| VA | GALAX CITY                       | \$4,410.00  |
| VA | GLOUCESTER COUNTY                | \$5,011.88  |
| VA | GRAYSON COUNTY                   | \$1,207.55  |
| VA | GREENE COUNTY                    | \$3,208.90  |
| VA | GREENSVILLE COUNTY               | \$2,001.38  |
| VA | HARRISONBURG CITY                | \$12,470.37 |
| VA | HENRY COUNTY                     | \$47,920.00 |
| VA | HERNDON TOWN                     | \$6,000.00  |
| VA | JAMES CITY COUNTY                | \$14,000.00 |
| VA | KING AND QUEEN COUNTY            | \$2,199.50  |
| VA | KING GEORGE COUNTY               | \$10,349.37 |
| VA | LANCASTER COUNTY                 | \$2,470.00  |
| VA | LEESBURG TOWN                    | \$5,669.63  |
| VA | LEXINGTON CITY                   | \$1,021.17  |
| VA | LOUISA COUNTY                    | \$5,567.63  |
| VA | LYNCHBURG CITY                   | \$30,000.00 |
| VA | MANASSAS CITY                    | \$8,627.50  |
| VA | MARION TOWN                      | \$2,733.00  |
| VA | MARTINSVILLE CITY                | \$14,925.00 |
| VA | NEW KENT COUNTY                  | \$2,800.00  |
| VA | NOTTOWAY COUNTY                  | \$3,307.50  |
| VA | PAGE COUNTY                      | \$9,662.50  |
| VA | PAMUNKEY REGIONAL JAIL AUTHORITY | \$1,837.50  |
| VA | PENINSULA AIRPORT COMMISSION     | \$1,662.50  |
| VA | PORTSMOUTH CITY                  | \$47,722.50 |
| VA | PRINCE GEORGE COUNTY             | \$8,937.21  |
| VA | PURCELLVILLE TOWN                | \$1,789.00  |
| VA | ROANOKE CITY                     | \$28,887.60 |
| VA | ROANOKE COUNTY                   | \$4,777.50  |
| VA | ROCKBRIDGE COUNTY                | \$7,600.00  |
| VA | ROCKY MOUNT TOWN                 | \$2,030.00  |
| VA | RAPPAHANNOCK REGIONAL JAIL       | \$7,200.00  |
| VA | SALEM CITY                       | \$5,242.00  |
| VA | SCOTTSVILLE TOWN                 | \$1,200.00  |
| VA | STANLEY TOWN                     | \$400.00    |
| VA | TOWN OF DAYTON                   | \$1,510.00  |
| VA | VINTON TOWN                      | \$2,286.00  |
| VA | WARREN COUNTY                    | \$8,000.00  |
| VA | WARRENTON TOWN                   | \$1,500.31  |
| VA | WARSAW TOWN                      | \$790.00    |
| VA | WESTMORELAND COUNTY              | \$3,307.50  |
| VA | WILLIAMSBURG CITY                | \$7,332.56  |
| VA | WINCHESTER CITY                  | \$16,400.00 |
| VA | WISE COUNTY                      | \$6,695.00  |

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| VA | WESTERN VIRGINIA REGIONAL JAIL          | \$5,935.00          |
| VA | YORK COUNTY                             | \$9,468.00          |
|    | <b>Totals for VA(75 Jurisdictions):</b> | <b>\$535,870.66</b> |
| VT | BARRE CITY                              | \$1,956.00          |
| VT | BARRE TOWN                              | \$1,298.00          |
| VT | BELLOWS FALLS VILLAGE                   | \$858.00            |
| VT | BERLIN TOWN                             | \$1,715.13          |
| VT | BRATTLEBORO TOWN                        | \$2,112.50          |
| VT | BURLINGTON CITY                         | \$6,184.50          |
| VT | CALEDONIA COUNTY                        | \$3,834.75          |
| VT | ESSEX JUNCTION VILLAGE                  | \$3,569.50          |
| VT | GRAND ISLE COUNTY                       | \$1,348.00          |
| VT | HARDWICK TOWN                           | \$800.00            |
| VT | LAMOILLE COUNTY                         | \$4,504.50          |
| VT | MILTON TOWN                             | \$2,705.00          |
| VT | MONTPELIER CITY                         | \$2,000.00          |
| VT | MORRISTOWN TOWN                         | \$1,347.00          |
| VT | NORTHFIELD TOWN                         | \$1,068.84          |
| VT | NORWICH TOWN                            | \$1,110.00          |
| VT | PITTSFORD TOWN                          | \$2,400.00          |
| VT | RUTLAND CITY                            | \$3,798.00          |
| VT | SHELBURNE TOWN                          | \$1,195.00          |
| VT | SOUTH BURLINGTON CITY                   | \$2,250.00          |
| VT | SPRINGFIELD TOWN                        | \$2,157.00          |
| VT | SWANTON VILLAGE                         | \$1,121.99          |
| VT | VERGENNES CITY                          | \$3,200.00          |
| VT | WASHINGTON COUNTY                       | \$3,395.00          |
| VT | WILLISTON TOWN                          | \$2,271.50          |
| VT | WILMINGTON TOWN                         | \$995.00            |
| VT | WINDHAM COUNTY                          | \$2,987.00          |
| VT | WINDSOR TOWN                            | \$2,400.00          |
|    | <b>Totals for VT(28 Jurisdictions):</b> | <b>\$64,582.21</b>  |
| WA | ABERDEEN CITY                           | \$5,265.00          |
| WA | ANACORTES CITY                          | \$1,277.86          |
| WA | ARLINGTON CITY                          | \$3,012.20          |
| WA | ASOTIN COUNTY                           | \$1,996.44          |
| WA | AUBURN CITY                             | \$15,726.02         |
| WA | ASOTIN CITY                             | \$400.00            |
| WA | BATTLE GROUND CITY                      | \$5,641.88          |
| WA | BELLINGHAM CITY                         | \$18,012.00         |
| WA | BLACK DIAMOND TOWN                      | \$1,412.31          |
| WA | BONNEY LAKE CITY                        | \$1,773.97          |
| WA | BOTHELL CITY                            | \$12,804.75         |
| WA | BREMERTON CITY                          | \$12,532.46         |
| WA | BRIER CITY                              | \$722.50            |
| WA | CASTLE ROCK CITY                        | \$3,072.50          |
| WA | CHELAN COUNTY                           | \$11,284.00         |



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| WA | CHENEY CITY            | \$4,328.20  |
| WA | CLALLAM COUNTY         | \$8,244.84  |
| WA | COLLEGE PLACE TOWN     | \$1,890.81  |
| WA | CONNELL CITY           | \$1,198.95  |
| WA | DES MOINES CITY        | \$6,385.00  |
| WA | DOUGLAS COUNTY         | \$4,511.04  |
| WA | DUPONT CITY            | \$2,850.00  |
| WA | EDMONDS CITY           | \$6,473.88  |
| WA | ELLENSBURG CITY        | \$3,250.00  |
| WA | ELMA CITY              | \$1,549.30  |
| WA | ENUMCLAW CITY          | \$4,768.00  |
| WA | EPHRATA CITY           | \$1,179.92  |
| WA | FEDERAL WAY CITY       | \$16,400.00 |
| WA | FERNDALE CITY          | \$2,592.51  |
| WA | FIFE CITY              | \$5,404.60  |
| WA | FRANKLIN COUNTY        | \$3,469.75  |
| WA | GARFIELD COUNTY        | \$699.01    |
| WA | GRANDVIEW CITY         | \$8,377.50  |
| WA | GRAYS HARBOR COUNTY    | \$10,954.99 |
| WA | HOQUIAM CITY           | \$3,467.49  |
| WA | JEFFERSON COUNTY       | \$4,673.19  |
| WA | KALAMA CITY            | \$944.12    |
| WA | KELSO CITY             | \$4,501.80  |
| WA | KENNEWICK CITY         | \$14,628.50 |
| WA | KIRKLAND CITY          | \$17,082.89 |
| WA | KITTITAS COUNTY        | \$21,266.40 |
| WA | LAKE FOREST PARK CITY  | \$2,607.59  |
| WA | LAKE STEVENS CITY      | \$9,830.67  |
| WA | LAKEWOOD CITY          | \$17,200.00 |
| WA | LEWIS COUNTY           | \$6,000.00  |
| WA | LONGVIEW CITY          | \$8,431.84  |
| WA | LYNNWOOD CITY          | \$8,130.86  |
| WA | MARYSVILLE CITY        | \$9,717.11  |
| WA | MASON COUNTY           | \$13,636.85 |
| WA | MCCLEARY CITY          | \$768.69    |
| WA | MEDINA CITY            | \$398.75    |
| WA | MILL CREEK CITY        | \$8,129.50  |
| WA | MONROE CITY            | \$7,039.46  |
| WA | MOSES LAKE CITY        | \$8,341.32  |
| WA | MOUNT VERNON CITY      | \$7,989.45  |
| WA | MOUNTLAKE TERRACE CITY | \$2,599.20  |
| WA | MOXEE CITY             | \$1,165.26  |
| WA | MUKILTEO CITY          | \$8,336.89  |
| WA | NORMANDY PARK CITY     | \$1,139.00  |
| WA | OAK HARBOR CITY        | \$6,334.98  |
| WA | OCEAN SHORES CITY      | \$1,728.00  |
| WA | OKANOGAN COUNTY        | \$493.68    |

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|----|-----------------------------------------|---------------------|
| WA | OLYMPIA CITY                            | \$12,001.32         |
| WA | PACIFIC CITY                            | \$1,197.50          |
| WA | PORT ANGELES CITY                       | \$6,891.55          |
| WA | PULLMAN CITY                            | \$6,295.50          |
| WA | PUYALLUP CITY                           | \$7,948.17          |
| WA | QUINULT TRIBE                           | \$2,219.38          |
| WA | QUINCY CITY                             | \$3,263.27          |
| WA | REDMOND CITY                            | \$12,320.00         |
| WA | RICHLAND CITY                           | \$4,837.50          |
| WA | RIDGEFIELD CITY                         | \$826.31            |
| WA | SAN JUAN COUNTY                         | \$6,436.77          |
| WA | SEDRO WOOLLEY CITY                      | \$1,800.00          |
| WA | STEILACOOM TOWN                         | \$3,434.60          |
| WA | STEVENS COUNTY                          | \$8,213.55          |
| WA | SUMNER CITY                             | \$3,586.95          |
| WA | SPOKANE TRIBAL                          | \$8,155.88          |
| WA | TOPPENISH CITY                          | \$2,845.00          |
| WA | TUKWILA CITY                            | \$3,951.27          |
| WA | UNION GAP CITY                          | \$2,400.00          |
| WA | WALLA WALLA CITY                        | \$5,234.00          |
| WA | WALLA WALLA COUNTY                      | \$4,303.23          |
| WA | WAPATO CITY                             | \$4,364.04          |
| WA | WENATCHEE CITY                          | \$7,297.92          |
| WA | WHITE SALMON CITY                       | \$400.00            |
| WA | YAKIMA CITY                             | \$24,187.50         |
| WA | ZILLAH CITY                             | \$4,779.00          |
|    | <b>Totals for WA(88 Jurisdictions):</b> | <b>\$535,235.89</b> |
| WI | ADAMS COUNTY                            | \$4,299.76          |
| WI | ALBANY VILLAGE                          | \$3,600.00          |
| WI | ALGOMA CITY                             | \$1,135.00          |
| WI | APPLETON CITY                           | \$11,600.00         |
| WI | ASHLAND CITY                            | \$1,809.85          |
| WI | ASHLAND COUNTY                          | \$9,127.32          |
| WI | ATHENS VILLAGE                          | \$375.00            |
| WI | BARABOO CITY                            | \$2,300.00          |
| WI | BARRON CITY                             | \$457.65            |
| WI | BARRON COUNTY                           | \$2,577.50          |
| WI | BAYFIELD COUNTY                         | \$2,606.81          |
| WI | BAYSIDE VILLAGE                         | \$1,475.00          |
| WI | BEAVER DAM CITY                         | \$2,405.00          |
| WI | BELOIT CITY                             | \$7,277.48          |
| WI | BELOIT TOWN                             | \$1,750.00          |
| WI | BERLIN CITY                             | \$1,353.75          |
| WI | BIG BEND VILLAGE                        | \$1,125.00          |
| WI | BOSCOBEL CITY                           | \$899.99            |
| WI | BRILLION CITY                           | \$1,312.50          |
| WI | BRODHEAD CITY                           | \$611.25            |

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| WI | BROOKFIELD CITY       | \$6,409.48 |
| WI | BROOKFIELD TOWN       | \$1,170.00 |
| WI | BROWN DEER VILLAGE    | \$2,781.00 |
| WI | BURLINGTON CITY       | \$1,807.50 |
| WI | CALEDONIA TOWN        | \$2,619.98 |
| WI | CALUMET COUNTY        | \$3,040.00 |
| WI | CEDARBURG CITY        | \$2,350.00 |
| WI | CHIPPEWA COUNTY       | \$6,120.00 |
| WI | CHIPPEWA FALLS CITY   | \$2,339.00 |
| WI | CLARK COUNTY          | \$1,809.22 |
| WI | CLEVELAND VILLAGE     | \$455.17   |
| WI | COLUMBIA COUNTY       | \$4,522.50 |
| WI | CORNELL CITY          | \$1,200.45 |
| WI | CRANDON CITY          | \$420.00   |
| WI | CRAWFORD COUNTY       | \$4,320.00 |
| WI | CUDAHY CITY           | \$2,144.98 |
| WI | DARLINGTON CITY       | \$3,387.50 |
| WI | DE FOREST VILLAGE     | \$2,187.50 |
| WI | DELAFIELD CITY        | \$2,000.00 |
| WI | DODGE COUNTY          | \$2,250.00 |
| WI | DODGEVILLE CITY       | \$1,807.43 |
| WI | DOOR COUNTY           | \$5,591.29 |
| WI | DOUGLAS COUNTY        | \$3,973.37 |
| WI | DUNN COUNTY           | \$3,840.00 |
| WI | EAGLE RIVER CITY      | \$1,364.80 |
| WI | EAST TROY VILLAGE     | \$4,607.33 |
| WI | EAU CLAIRE CITY       | \$8,112.00 |
| WI | EDGERTON CITY         | \$584.00   |
| WI | ELM GROVE VILLAGE     | \$993.22   |
| WI | ELROY CITY            | \$447.50   |
| WI | FALL RIVER VILLAGE    | \$2,222.44 |
| WI | FENNIMORE CITY        | \$441.99   |
| WI | FITCHBURG CITY        | \$5,400.00 |
| WI | FOND DU LAC CITY      | \$8,357.50 |
| WI | FORT ATKINSON CITY    | \$1,700.00 |
| WI | FOX POINT VILLAGE     | \$2,000.00 |
| WI | FRANKLIN CITY         | \$4,000.00 |
| WI | GALESVILLE CITY       | \$1,600.00 |
| WI | GENOA CITY VILLAGE    | \$1,200.00 |
| WI | GRAFTON VILLAGE       | \$4,579.50 |
| WI | GRAND CHUTE TOWN      | \$2,752.75 |
| WI | GRANT COUNTY          | \$1,000.00 |
| WI | GRANTSBURG VILLAGE    | \$1,098.00 |
| WI | GREEN COUNTY          | \$3,062.50 |
| WI | GREENDALE VILLAGE     | \$7,295.00 |
| WI | GREENFIELD CITY       | \$8,000.00 |
| WI | HALES CORNERS VILLAGE | \$1,987.50 |

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| WI | HAMMOND VILLAGE      | \$405.00    |
| WI | HARTFORD CITY        | \$1,894.98  |
| WI | HARTLAND VILLAGE     | \$800.00    |
| WI | HAYWARD CITY         | \$800.00    |
| WI | HIGHLAND VILLAGE     | \$800.00    |
| WI | HOLMEN VILLAGE       | \$845.00    |
| WI | HORICON CITY         | \$1,750.00  |
| WI | HUDSON CITY          | \$2,887.50  |
| WI | HURLEY CITY          | \$1,312.50  |
| WI | IOWA COUNTY          | \$2,339.97  |
| WI | JACKSON COUNTY       | \$1,568.48  |
| WI | JACKSON VILLAGE      | \$1,598.00  |
| WI | JANESVILLE CITY      | \$11,635.00 |
| WI | JUNEAU CITY          | \$400.00    |
| WI | JUNEAU COUNTY        | \$5,200.00  |
| WI | KENOSHA CITY         | \$26,977.50 |
| WI | KEWASKUM VILLAGE     | \$799.00    |
| WI | KEWAUNEE CITY        | \$470.00    |
| WI | KEWAUNEE COUNTY      | \$2,397.00  |
| WI | KRONEWETTER TOWN     | \$1,348.50  |
| WI | LA CROSSE CITY       | \$6,791.50  |
| WI | LAKE DELTON VILLAGE  | \$2,375.00  |
| WI | LAKE GENEVA CITY     | \$2,181.00  |
| WI | LAKE HALLIE VILLAGE  | \$1,612.50  |
| WI | LANCASTER CITY       | \$1,169.00  |
| WI | LANGLADE COUNTY      | \$3,753.00  |
| WI | LINCOLN COUNTY       | \$4,060.00  |
| WI | LITTLE CHUTE VILLAGE | \$2,400.00  |
| WI | LODI CITY            | \$875.00    |
| WI | LUCK VILLAGE         | \$1,051.49  |
| WI | LUXEMBURG VILLAGE    | \$1,536.58  |
| WI | MANITOWOC CITY       | \$4,010.00  |
| WI | MANITOWOC COUNTY     | \$3,712.50  |
| WI | MARINETTE CITY       | \$1,985.00  |
| WI | MARINETTE COUNTY     | \$2,800.00  |
| WI | MARQUETTE COUNTY     | \$1,004.00  |
| WI | MARSHFIELD CITY      | \$2,325.00  |
| WI | MAYVILLE CITY        | \$1,575.00  |
| WI | MCFARLAND VILLAGE    | \$4,500.00  |
| WI | MELROSE VILLAGE      | \$400.00    |
| WI | MENASHA CITY         | \$3,429.81  |
| WI | MENOMINEE COUNTY     | \$1,200.00  |
| WI | MENOMONIE CITY       | \$4,575.00  |
| WI | MEQUON CITY          | \$4,040.00  |
| WI | MERRILL CITY         | \$4,465.50  |
| WI | MIDDLETON CITY       | \$4,812.50  |
| WI | MILTON CITY          | \$928.99    |

|    |                           |             |
|----|---------------------------|-------------|
| WI | MINOCQUA TOWN             | \$1,740.00  |
| WI | MONROE CITY               | \$1,710.00  |
| WI | MONROE COUNTY             | \$4,163.18  |
| WI | MOUNT HOREB VILLAGE       | \$1,750.00  |
| WI | MOUNT PLEASANT TOWN       | \$2,400.00  |
| WI | MUSKEGO CITY              | \$3,200.00  |
| WI | NEENAH CITY               | \$1,920.00  |
| WI | NEW BERLIN CITY           | \$7,200.00  |
| WI | NEW GLARUS VILLAGE        | \$2,440.00  |
| WI | NEW LONDON CITY           | \$800.00    |
| WI | NEW RICHMOND CITY         | \$891.00    |
| WI | NORTH FOND DU LAC VILLAGE | \$1,226.00  |
| WI | NORTH HUDSON VILLAGE      | \$577.50    |
| WI | OAK CREEK CITY            | \$8,750.91  |
| WI | OCONOMOWOC CITY           | \$3,171.50  |
| WI | OCONTO COUNTY             | \$4,275.00  |
| WI | ONALASKA CITY             | \$4,400.00  |
| WI | ONEIDA COUNTY             | \$5,009.20  |
| WI | OREGON VILLAGE            | \$2,625.00  |
| WI | OSCEOLA TOWN              | \$2,128.98  |
| WI | OSHKOSH CITY              | \$8,607.50  |
| WI | OSSEO CITY                | \$1,461.18  |
| WI | PALMYRA VILLAGE           | \$336.00    |
| WI | PIERCE COUNTY             | \$942.00    |
| WI | PLATTEVILLE CITY          | \$2,451.98  |
| WI | PLEASANT PRARIE VILLAGE   | \$6,000.00  |
| WI | PLOVER VILLAGE            | \$2,049.98  |
| WI | PLYMOUTH CITY             | \$2,365.50  |
| WI | PORTAGE COUNTY            | \$4,399.90  |
| WI | PRAIRIE DU CHIEN CITY     | \$1,425.00  |
| WI | PRICE COUNTY              | \$2,477.97  |
| WI | RACINE CITY               | \$28,245.00 |
| WI | REDGRANITE VILLAGE        | \$2,000.00  |
| WI | REEDSBURG CITY            | \$2,000.00  |
| WI | RHINELANDER CITY          | \$2,704.85  |
| WI | RICE LAKE CITY            | \$1,900.00  |
| WI | RICHLAND CENTER CITY      | \$875.00    |
| WI | RICHLAND COUNTY           | \$2,872.50  |
| WI | RIVER FALLS CITY          | \$2,730.00  |
| WI | ROBERTS VILLAGE           | \$1,200.00  |
| WI | ROME TOWN                 | \$1,600.00  |
| WI | ROTHSCHILD VILLAGE        | \$1,923.90  |
| WI | RUSK COUNTY               | \$1,630.00  |
| WI | SAUK COUNTY               | \$5,400.00  |
| WI | SAUKVILLE VILLAGE         | \$1,249.00  |
| WI | SAWYER COUNTY             | \$3,056.00  |
| WI | SCHOFIELD CITY            | \$3,600.00  |

|    |                                          |                     |
|----|------------------------------------------|---------------------|
| WI | SHARON VILLAGE                           | \$703.87            |
| WI | SHAWANO CITY                             | \$2,400.00          |
| WI | SHAWANO COUNTY                           | \$4,000.00          |
| WI | SHEBOYGAN FALLS CITY                     | \$2,194.50          |
| WI | SHOREWOOD VILLAGE                        | \$2,247.50          |
| WI | SHULLSBURG CITY                          | \$1,145.00          |
| WI | SLINGER VILLAGE                          | \$1,850.00          |
| WI | SOMERSET VILLAGE                         | \$1,200.00          |
| WI | SPRING VALLEY VILLAGE                    | \$531.00            |
| WI | ST CROIX COUNTY                          | \$14,289.50         |
| WI | ST FRANCIS CITY                          | \$3,750.00          |
| WI | SUPERIOR CITY                            | \$8,645.00          |
| WI | SUMMIT VILLAGE                           | \$1,844.00          |
| WI | TAYLOR COUNTY                            | \$2,468.50          |
| WI | THIENVILLE VILLAGE                       | \$1,200.00          |
| WI | TOMAH CITY                               | \$2,786.00          |
| WI | TREMPEALEAU COUNTY                       | \$2,257.50          |
| WI | TWIN LAKES VILLAGE                       | \$2,752.50          |
| WI | VERONA CITY                              | \$1,752.50          |
| WI | VILLAGE OF FOX CROSSING                  | \$5,348.00          |
| WI | WALWORTH VILLAGE                         | \$2,000.00          |
| WI | WATERLOO CITY                            | \$2,187.50          |
| WI | WATERTOWN CITY                           | \$3,200.00          |
| WI | WAUKESHA CITY                            | \$8,925.00          |
| WI | WAUNAKEE VILLAGE                         | \$1,798.00          |
| WI | WAUPACA CITY                             | \$1,950.00          |
| WI | WAUPACA COUNTY                           | \$4,342.50          |
| WI | WAUSAU CITY                              | \$7,578.57          |
| WI | WAUSHARA COUNTY                          | \$1,575.00          |
| WI | WAUWATOSA CITY                           | \$5,175.00          |
| WI | WEBSTER VILLAGE                          | \$722.93            |
| WI | WEST ALLIS CITY                          | \$12,325.00         |
| WI | WEST BEND CITY                           | \$5,645.50          |
| WI | WHITEFISH BAY VILLAGE                    | \$2,663.50          |
| WI | WHITEWATER CITY                          | \$2,625.00          |
| WI | WILD ROSE VILLAGE                        | \$431.00            |
| WI | WISCONSIN RAPIDS CITY                    | \$6,050.00          |
| WI | WOOD COUNTY                              | \$5,850.00          |
| WI | WRIGHTSTOWN VILLAGE                      | \$1,680.00          |
|    | <b>Totals for WI(200 Jurisdictions):</b> | <b>\$635,219.46</b> |
| WV | BECKLEY CITY                             | \$8,040.00          |
| WV | BOONE COUNTY                             | \$6,750.00          |
| WV | BRIDGEPORT CITY                          | \$5,103.00          |
| WV | CHARLES TOWN CITY                        | \$3,705.00          |
| WV | CLARKSBURG CITY                          | \$4,710.00          |
| WV | COWEN TOWN                               | \$1,192.50          |
| WV | DUNBAR CITY                              | \$4,842.50          |

|    |                                         |                     |
|----|-----------------------------------------|---------------------|
| WV | HARDY COUNTY                            | \$1,327.50          |
| WV | HUNTINGTON CITY                         | \$11,625.00         |
| WV | HURRICANE CITY                          | \$3,716.00          |
| WV | JEFFERSON COUNTY                        | \$1,575.00          |
| WV | MARION COUNTY                           | \$5,670.00          |
| WV | MERCER COUNTY                           | \$6,875.00          |
| WV | MOOREFIELD TOWN                         | \$2,103.33          |
| WV | MORGAN COUNTY                           | \$4,800.00          |
| WV | MORGANTOWN CITY                         | \$2,988.00          |
| WV | PARKERSBURG CITY                        | \$3,900.00          |
| WV | PHILIPPI TOWN                           | \$2,400.00          |
| WV | PRINCETON CITY                          | \$1,200.00          |
| WV | PUTNAM COUNTY                           | \$2,197.50          |
| WV | SOUTH CHARLESTON CITY                   | \$1,852.50          |
| WV | SUMMERS COUNTY                          | \$2,390.00          |
| WV | TOWN OF CAPON BRIDGE                    | \$1,000.00          |
| WV | UPSHUR COUNTY                           | \$1,808.10          |
| WV | VIENNA CITY                             | \$2,000.00          |
| WV | WEIRTON CITY                            | \$2,932.50          |
| WV | WILLIAMSTOWN CITY                       | \$3,200.00          |
| WV | WINFIELD TOWN                           | \$800.00            |
| WV | WOOD COUNTY                             | \$1,962.50          |
| WV | WYOMING COUNTY                          | \$1,935.00          |
|    | <b>Totals for WV(30 Jurisdictions):</b> | <b>\$104,600.93</b> |
| WY | ALBANY COUNTY                           | \$7,773.45          |
| WY | BIG HORN COUNTY                         | \$8,715.00          |
| WY | CAMPBELL COUNTY                         | \$3,000.00          |
| WY | CARBON COUNTY                           | \$3,225.00          |
| WY | CHEYENNE CITY                           | \$29,920.00         |
| WY | CODY CITY                               | \$1,600.00          |
| WY | CROOK COUNTY                            | \$520.00            |
| WY | DOUGLAS CITY                            | \$970.00            |
| WY | EVANSTON CITY                           | \$3,117.97          |
| WY | FREMONT COUNTY                          | \$9,172.50          |
| WY | GILLETTE CITY                           | \$5,530.00          |
| WY | GREEN RIVER CITY                        | \$475.00            |
| WY | LARAMIE CITY                            | \$3,876.00          |
| WY | LARAMIE COUNTY                          | \$11,276.35         |
| WY | LINCOLN COUNTY                          | \$2,775.00          |
| WY | MANDERSON TOWN                          | \$510.38            |
| WY | MILLS TOWN                              | \$3,121.99          |
| WY | MOORCROFT TOWN                          | \$1,129.05          |
| WY | RAWLINS CITY                            | \$1,587.60          |
| WY | RIVERTON CITY                           | \$2,217.50          |
| WY | ROCK SPRINGS CITY                       | \$2,928.00          |
| WY | SHERIDAN CITY                           | \$3,260.00          |
| WY | SHERIDAN COUNTY                         | \$1,946.65          |

|    |                                                |                        |
|----|------------------------------------------------|------------------------|
| WY | SWEETWATER COUNTY                              | \$8,155.00             |
| WY | TETON COUNTY                                   | \$4,019.37             |
| WY | UINTA COUNTY                                   | \$1,774.98             |
|    | <b>Totals for WY(26 Jurisdictions):</b>        | <b>\$122,596.79</b>    |
|    | <b>Report Totals for (4273 Jurisdictions):</b> | <b>\$25,628,667.99</b> |



## RESOLUTION # 2023-104

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, ACCEPTING A GRANT IN THE AMOUNT OF \$1,223.82 FROM THE OFFICE OF JUSTICE PROGRAMS PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP AND AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$1,300 FROM GENERAL CONTINGENCY TO PROJECT G31042.**

**WHEREAS**, the Office of Justice Programs is a federal agency that provides federal leadership, grants, training, technical assistance and other resources to improve the nation's capacity to prevent and reduce crime, assist victims and enhance the rule of law by strengthening the criminal and juvenile justice systems. Its six program offices support state and local crime-fighting efforts;

**WHEREAS**, the City desires to accept FFY 2021 grant funding from the Office of Justice Programs Patrick Leahy Bulletproof Vest Partnership in the amount of \$1,223.82 for the purchase of bulletproof vests;

**WHEREAS**, the FY2024 budget was adopted by Council Resolution #2023-85 on June 6, 2023;

**WHEREAS**, this action will necessitate a budget amendment; and

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

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

**Section 1.** That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2023, through June 30, 2024.

**Section 2.** The City is hereby authorized to accept the grant funding awarded from the Office of Justice Programs Patrick Leahy Bulletproof Vest Partnership in support of the Surprise Police Department in the amount of \$1,223.82. The City Manager, or his designees, is authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

**APPROVED AND ADOPTED** this\_\_\_\_\_day of\_\_\_\_\_, 2023.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Kristi Passarelli, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

**RESOLUTION # 2023-104**  
**Exhibit A**

1. Appropriation - The allocations below represent a movement of budget authority in the amount of \$1,300 from General Contingency to project G31042 to establish a budget for the purchase of bulletproof vests. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

| <b>Fund</b>              | <b>Department</b>  | <b>Project/Category</b>                | <b>Rev/<br/>Exp</b> | <b>Current<br/>Budget</b> | <b>Increase/<br/>(Decrease)</b> | <b>Amended<br/>Budget</b> |
|--------------------------|--------------------|----------------------------------------|---------------------|---------------------------|---------------------------------|---------------------------|
| Grants                   | Police             | #G31042 FY21<br>Bulletproof Vest Grant | E                   | -                         | 1,300                           | 1,300                     |
| Contingency              | General Operations | Contingency                            | E                   | 80,454,600                | (1,300)                         | 80,453,300                |
| Grants                   | Police             | #G31042 FY21<br>Bulletproof Vest Grant | R                   | -                         | 1,300                           | 1,300                     |
| Contingency              | General Operations | Other                                  | R                   | 80,798,300                | (1,300)                         | 80,797,000                |
| <b>Expense<br/>Total</b> |                    |                                        |                     | <b>80,454,600</b>         | <b>-</b>                        | <b>80,454,600</b>         |
| <b>Revenue<br/>Total</b> |                    |                                        |                     | <b>80,798,300</b>         | <b>-</b>                        | <b>80,798,300</b>         |



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 15, 2023      Contact Person: Chris Sexton  
Submitting Department: Community Development      District: District 3  
Staff Recommendations:

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

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### **Agenda Wording:**

Consideration and action pertaining to approval of the Final Plat entitled, “W-SWC Cotton Lane & Greenway Road” and dated March 24, 2023, for property generally located within the Sierra Montana Planned Area Development (PAD); Case FS22-1515.

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### **Motion:**

I move to approval the Final Plat entitled, “W-SWC Cotton Lane & Greenway Road” and dated March 24, 2023.

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### **Background:**

Daniel Cox with SimonCRE, on behalf of Cotton Greenway Partners LLC, requests to re-plat one lot into two lots on a vacant parcel generally located on the west side of Cotton Lane south of Greenway Road within the Sierra Montana PAD.

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### **Objective Analysis:**

The subject Final Plat meets the requirements of the Sierra Montana PAD, in addition to other requirements as set forth in the municipal code. All city reviewing departments have reviewed the request and offered no concerns.

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### **Policy Compliant:**

The Surprise General Plan 2035 shows the subject property as lying within Multiple Use Character Area supports commercial uses in a suburban neighborhood.

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### **Financial Impact:**

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

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### **Budget Impact:**

There is no anticipated budget impact related to this item.

### **FTE Impact:**

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

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**ATTACHMENTS:**

1. 00 - FS22-1515 Sunrise Preschool Final Plat - Staff Report
  2. 01 - FS22-1515 Sunrise Preschool Final Plat - Vicinity Map
  3. 02 - FS22-1515 Sunrise Preschool Final Plat - Zoning Map
  4. 03 - FS22-1515 Sunrise Preschool Final Plat - Final Plat
  5. 04 - FS22-1515 - Sunrise Preschool Final Plat Exhibit - PowerPoint
  6. FS22-1515 - Sunrise Preschool Final Plat - PowerPoint
-

# FINAL PLAT

## REPORT TO THE CITY COUNCIL

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**Case:** FS22-1515

**Project Name:** Sunrise Preschool – Final Plat

**Council District:** 3 - Mesquite

**City Council Date:** August 15, 2023

**Planner:** Chris Sexton, Planner II

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**Owner:** George Apostol, Cotton Greenway Partners LLC

**Applicant:** Daniel Cox, SimonCRE

**Request:** Re-plat to subdivide one lot into two lots.

**Site Location:** Generally located on the west side of Cotton Lane south of Greenway Road in the Sierra Montana Planned Area Development (PAD)

**Site Size:** 2.27 acres (approx.)

### **General Plan**

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

### **Findings:**

- The Final Plat is consistent with the Sierra Montana PAD and applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

### **PROJECT DESCRIPTION:**

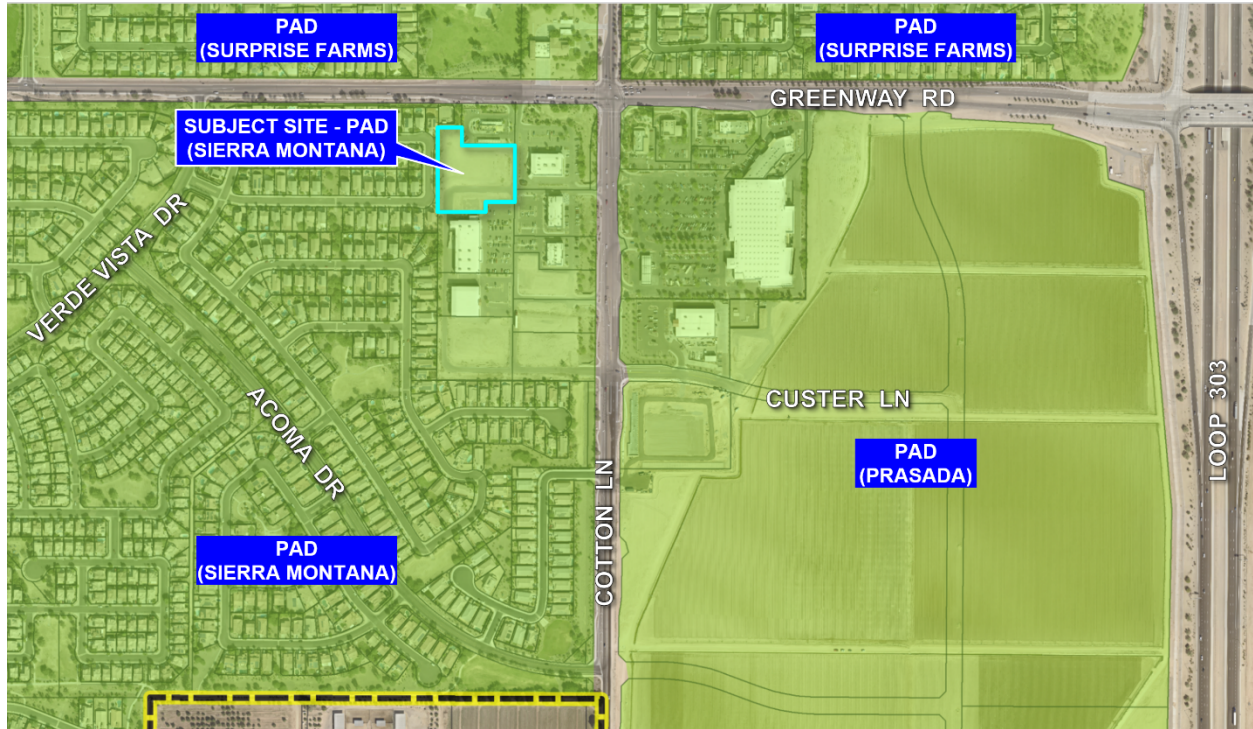
Daniel Cox, on behalf of Cotton Greenway Partners LLC, requests approval of a Replat. to allow for the re-plat of one (1) lot into two (2) lots. The parcel is zoned Sierra Montana PAD and generally located on the west side of Cotton Lane south of Greenway Road within the Sierra Montana PAD.

The size of each parcel is below:

Lot A: 1.35 acres  
 Lot B: 0.92 acres

**SURROUNDING LAND ZONING:**

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



|                          |                                 |                          |
|--------------------------|---------------------------------|--------------------------|
| Sierra Montana PAD (LDR) | Sierra Montana PAD (LDR)        | Sierra Montana PAD (LDR) |
| Sierra Montana PAD (C-2) | <b>Sierra Montana PAD (C-2)</b> | Sierra Montana PAD (C-2) |
| Sierra Montana PAD (C-2) | Sierra Montana PAD (C-2)        | Sierra Montana PAD (C-2) |

**BACKGROUND:**

**September 14, 2000:** The Mayor and City Council approved the Sierra Montana Planned Area Development (PAD) under case PAD 99-100.

**January 13, 2022:** Staff met with the applicant to discuss a proposed minor vehicle service center during a Concept Review meeting held under CR22-1818.

**November 17, 2022:** The applicant filed a request for a Conditional Use Permit with Site Plan and Final Plat regarding a new preschool under FS22-1515, the case number.

**Utility and Services Table:**

|                  |                  |
|------------------|------------------|
| Water:           | City of Surprise |
| Wastewater:      | City of Surprise |
| School District: | Dysart Unified   |

**Conformance with Adopted Plans:**

The Surprise General Plan 2035 shows the subject property as lying within Multiple Use Character Area that supports commercial uses in a suburban neighborhood.

**Reviewing Agencies:**

In addition to the standard city reviewing agencies, Luke Air Force Base, and the Maricopa Water District were included in the routing of this request. None of the reviewing agencies indicated any concerns over the request.

**Summary:**

The applicant seeks a Final Plat across the subject property. The proposed development is compatible with the neighboring commercial land uses.

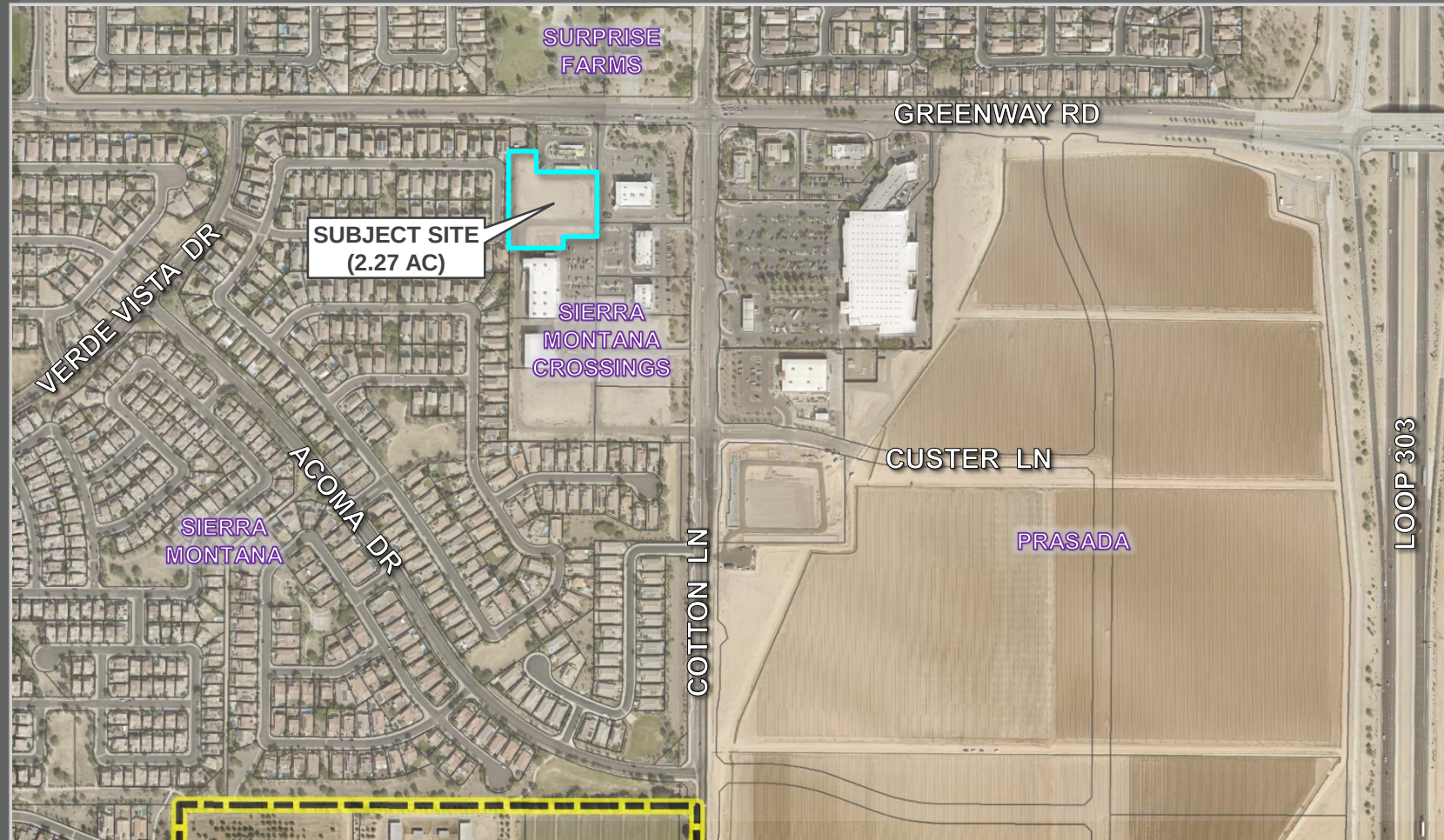
**Findings:**

- The Final Plat is consistent with the General Plan 2035 Sierra Montana PAD and applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

**Attachments:**

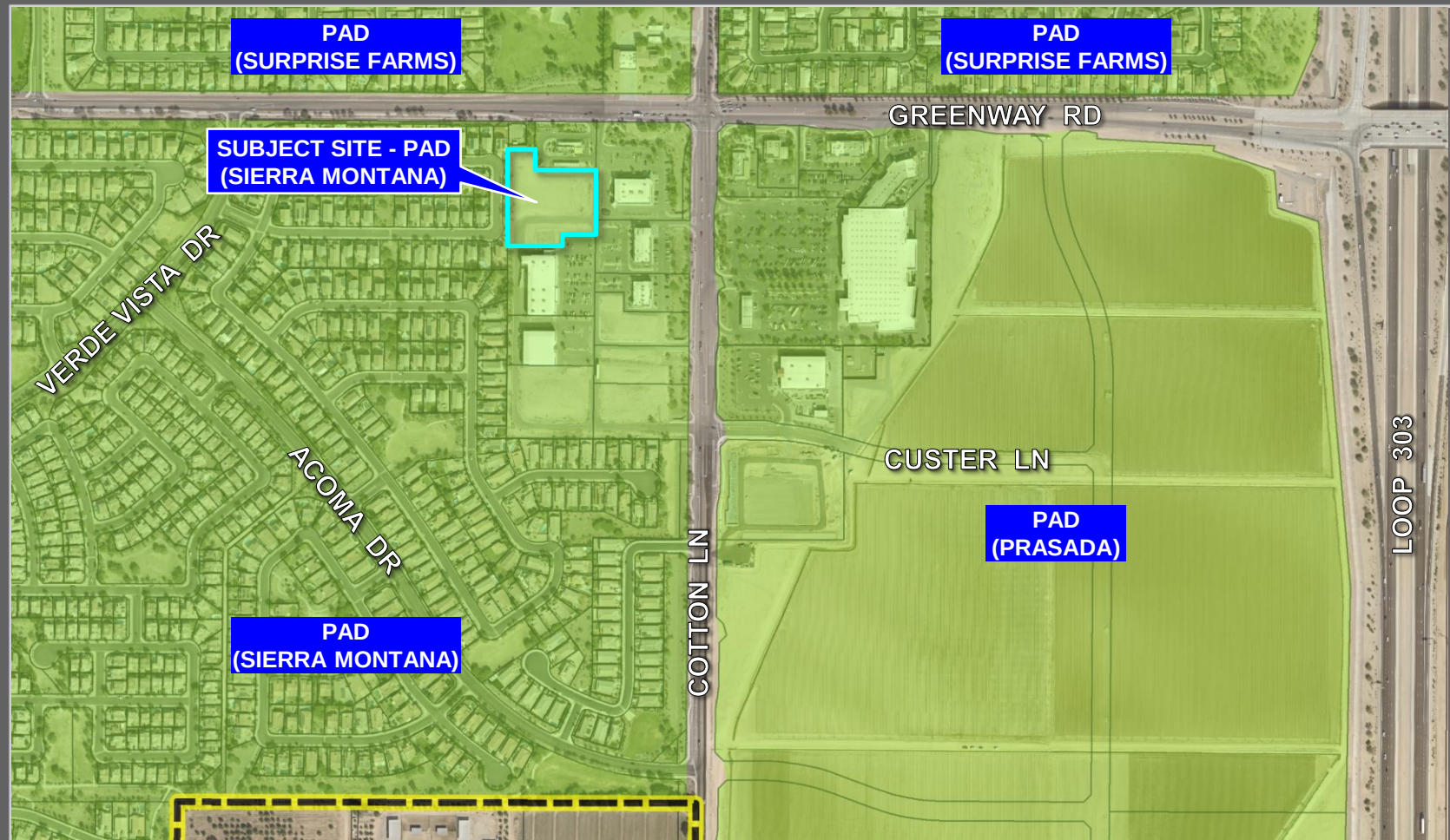
01 Vicinity Map  
02 Zoning Map  
03 Final Plat  
04 Final Plat Exhibit  
PowerPoint Presentation





# FS22-1515 VICINITY MAP





# FS22-1515 ZONING MAP



FINAL PLAT OF  
"W-SWC COTTON LANE & GREENWAY ROAD"  
A REPLAT OF LOT 7A OF THE REPLAT OF LOT 6 OF THE FINAL PLAT FOR  
"SIERRA MONTANA CROSSING AS RECORDED IN BK. 1321, PG. 23, RECORDS OF  
MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF  
SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER  
BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss

KNOW ALL PERSONS BY THESE PRESENTS: THAT COTTON GREENWAY PARTNERS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY HAS SUBDIVIDED UNDER THE NAME "W-SWC COTTON LANE AND GREENWAY ROAD A REPLAT OF LOT 7A OF THE REPLAT OF LOT 6 OF THE FINAL PLAT FOR "SIERRA MONTANA CROSSING AS RECORDED IN BOOK 1321 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA", AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR "W-SWC COTTON LANE AND GREENWAY ROAD" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY 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.

OWNERS 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 AND PARKING TO EACH PARCEL CREATED BY THIS PLAT.

OWNERS 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.

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.

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.

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 ASSOCIATION FOR THE PURPOSES OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

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

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

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 SUCH OTHER PIPES OR CONDUITS.

UNLESS GRANTEE EXPRESSLY CONSENTS IN WRITING OTHERWISE, ANY AND ALL SEWER 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 WHICH ARE NOT INCONSISTENT WITH USES WITHIN THE LIMITS OF SAID EASEMENT IN A MANNER WHICH WILL NOT UNREASONABLY INTERFERE WITH GRANTEE'S ACCESS TO THE FACILITIES.

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 \_\_\_\_\_, 2023.

BY: \_\_\_\_\_

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF ARIZONA  
COUNTY OF MARICOPA

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_

NOTICE OF SIERRA MONTANA  
CROSSING DEVELOPMENT  
AGREEMENT

FORTIS REAL ESTATE INVESTMENTS, L.L.C. ENTERED INTO THE SIERRA MONTANA DEVELOPMENT AGREEMENT DATED AUGUST 15, 2002 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON AUGUST 15, 2002, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT DOCKET NO. 2002-0834169. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF COTTON GREENWAY PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, HERMOSA BEACH, CA 90254, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 9, UPON REASONABLE REQUEST.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_.

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

BY: \_\_\_\_\_  
CHRISTINE CAIN  
ITS: PROPERTY & CONTRACTS MANAGER

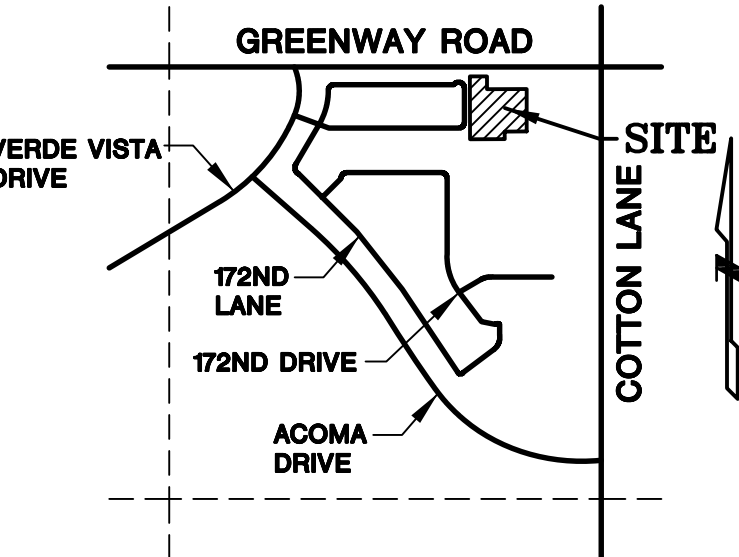
COTTON GREENWAY PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

ATTEST:  
GLEN VORTHERMS  
ITS: ASSISTANT SECRETARY

PUBLIC NOTICE

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



VICINITY MAP  
NOT TO SCALE

AREA

| LOT NO. | AREA                          |
|---------|-------------------------------|
| LOT A   | 58,815 SQ. FT.<br>1.350 ACRES |
| LOT B   | 40,401 SQ. FT.<br>0.927 ACRES |
| TOTAL   | 99,216 SQ. FT.<br>2.277 ACRES |

DESCRIPTION

LOT 7, OF A REPLAT OF LOT 7A OF THE "REPLAT OF LOT 6 OF THE FINAL PLAT FOR SIERRA MONTANA CROSSING", ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1321 OF MAPS, PAGE 23.

EXCEPT ALL COAL, OIL, GAS AND MINERAL RIGHTS AS RESERVED IN DOCKET 854, PAGE 212.

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR DATE

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK DATE

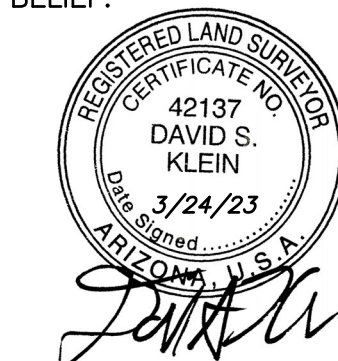
FLOOD PLAIN CERTIFICATION

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 04013C1660L, AREAS LESS THAN 1 SQUARE MILE. ZONE X IS (SHADED) DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% DATED OCTOBER 16, 2013, THE SUBJECT PROPERTY IS LOCATED IN ZONE X (SHADED). ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR DRAINAGE

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARCH 24, 2023  
DAVID S. KLEIN  
R.L.S. 42137  
2122 W. LONE CACTUS DRIVE, SUITE 11  
PHOENIX, AZ 85027



SURVEYOR

SUPERIOR SURVEYING SERVICES INC.  
2122 W. LONE CACTUS DRIVE, SUITE 11  
PHOENIX, AZ 85027  
PHONE: (623)869-0223  
FAX: (623)869-0726  
CONTACT: JAMES WILLIAMSON

OWNER

COTTON GREENWAY PARTNERS LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY  
C/O GEORGE APOSTOL  
643 CYPRESS AVENUE  
HERMOSA BEACH, CA 90254

ZONING

SIERRA MONTANA  
PAD (C-2)

FINAL PLAT OF  
W-SWC COTTON LANE & GREENWAY ROAD  
SURPRISE, AZ 85388  
SURPRISE, ARIZONA

2122 W. Lone Cactus Drive, Suite 11  
Phoenix, AZ 85027  
623-869-0223 (office) 623-869-0726 (fax)  
www.superiorsurveying.com  
info@superiorsurveying.com



DWN: LE CHK: JW  
SHEET 1 OF 3  
DATE: 3/24/23  
JOB: 202207009

CASE NUMBER: FS22-1515



RELEASE OF LIABILITY

COTTON GREENWAY PARTNERS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY  
(1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND  
(2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

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

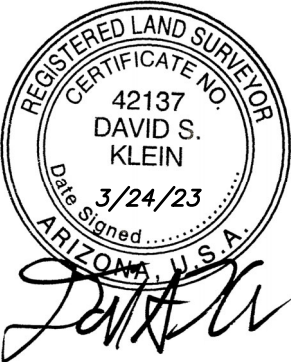
COTTON GREENWAY PARTNERS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY  
(1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND  
(2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM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

NOTICE OF INTER-  
GOVERNMENTAL AGREEMENT

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

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

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



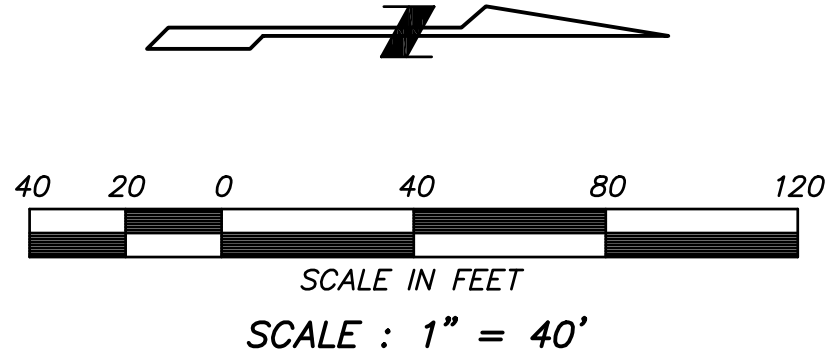
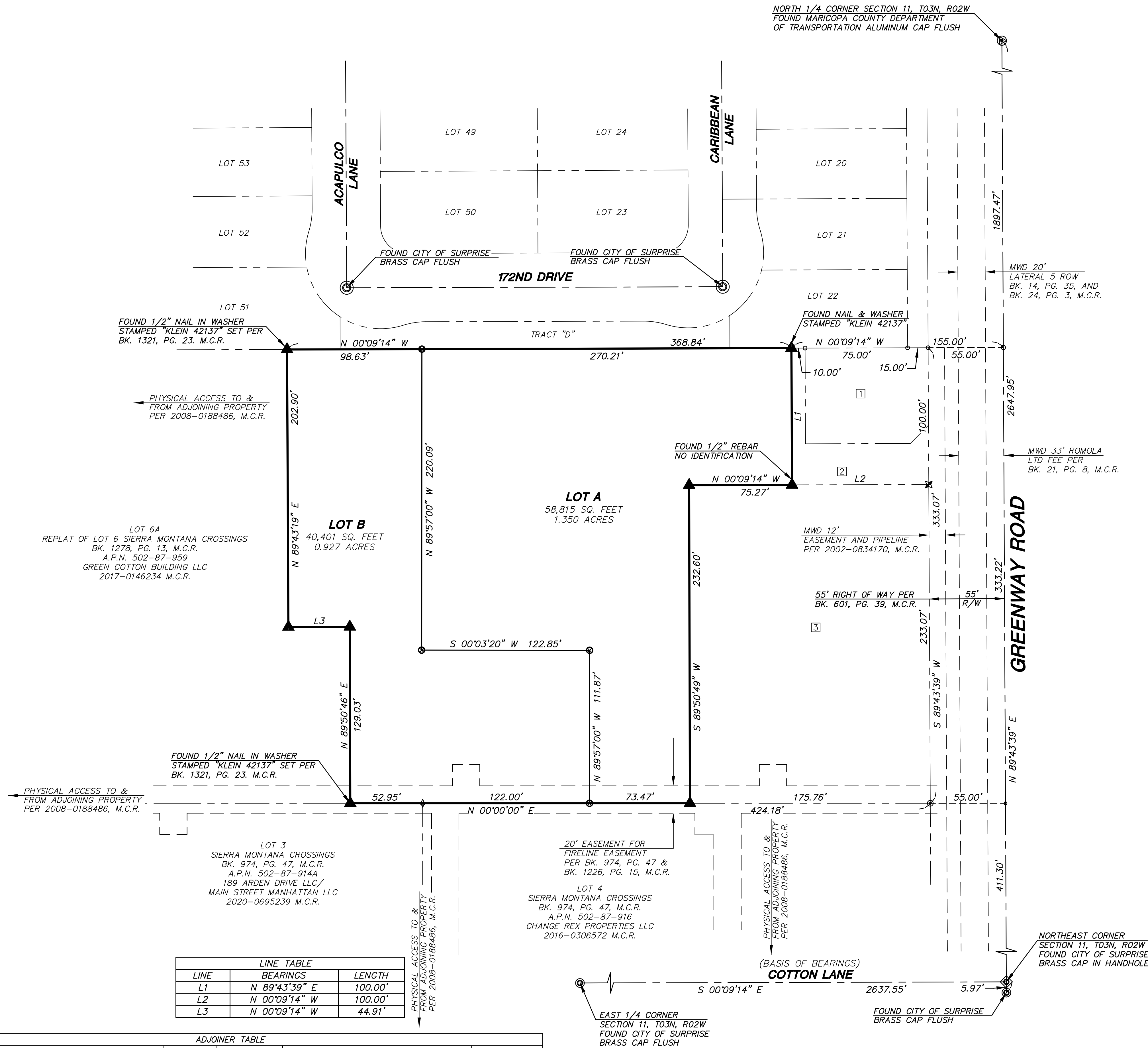
2122 W. Lone Cactus Drive, Suite 11  
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623-869-0223 (office) 623-869-0726 (fax)  
www.superiorsurveying.com  
info@superiorsurveying.com

FINAL PLAT OF  
W-SWC COTTON LANE & GREENWAY ROAD  
SURPRISE, AZ 85388  
SURPRISE, ARIZONA

DWN: LE    CHK: JW  
SHEET 2 OF 3  
DATE: 3/24/23  
JOB: 202207009

CASE NUMBER: FS22-1515





- LEGEND**
- BOUNDARY LINE
  - CENTER LINE OR MONUMENT LINE
  - EXISTING EASEMENT LINE
  - SUBDIVISION CORNER TO BE SET UPON COMPLETION OF MASS GRADING (UNLESS OTHERWISE NOTED)
  - FOUND 1/2" CAPPED REBAR STAMPED "KLEIN 42137"
  - FOUND TAGGED NAIL STAMPED "28236"
  - FOUND NAIL & WASHER STAMPED "KLEIN 42137"
  - INDICATES LOT CORNER TO BE SET UPON COMPLETION OF MASS GRADING
  - A.P.N. ASSESSORS PARCEL NUMBER
  - M.C.R. MARICOPA COUNTY RECORDS
  - R/W RIGHT OF WAY
  - BK. BOOK
  - PG. PAGE

| ADJOINER TABLE |                     |                              |           |             |                             |              |
|----------------|---------------------|------------------------------|-----------|-------------|-----------------------------|--------------|
| NUMBER         | LOT                 | SUBDIVISION                  | BK. & PG. | A.P.N.      | OWNER                       | DOC. NO.     |
| [1]            | PORTION OF PARCEL D | SIERRA MONTANA PHASE 1 NORTH | 601-39    | 502-87-005C | ARIZONA AMERICAN WATER CO   | 2004-1243508 |
| [2]            | PORTION OF PARCEL D | SIERRA MONTANA PHASE 1 NORTH | 601-39    | 502-87-005F | MILLS JAMES F               | 2022-0111374 |
| [3]            | LOT 8               | SIERRA MONTANA LOT 7A REPLAT | 1321-23   | 502-87-964  | SONIC DEVELOPMENT OF AZ LLC | 2017-0278106 |

| LINE TABLE |               |         |
|------------|---------------|---------|
| LINE       | BEARINGS      | LENGTH  |
| L1         | N 89°43'39" E | 100.00' |
| L2         | N 00°09'14" W | 100.00' |
| L3         | N 00°09'14" W | 44.91'  |

CASE NUMBER: FS22-1515

FINAL PLAT OF  
W-SWC COTTON LANE & GREENWAY ROAD  
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SURPRISE, ARIZONA

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**SUPERIOR**  
SURVEYING SERVICES, INC.

DWN: LE    CHK: JW  
SHEET 2 OF 3  
DATE: 3/24/23  
JOB: 202207009





GREENWAY RD

**LOT A**  
(1.350 AC)

**LOT B**  
(0.927 AC)

COTTON LN

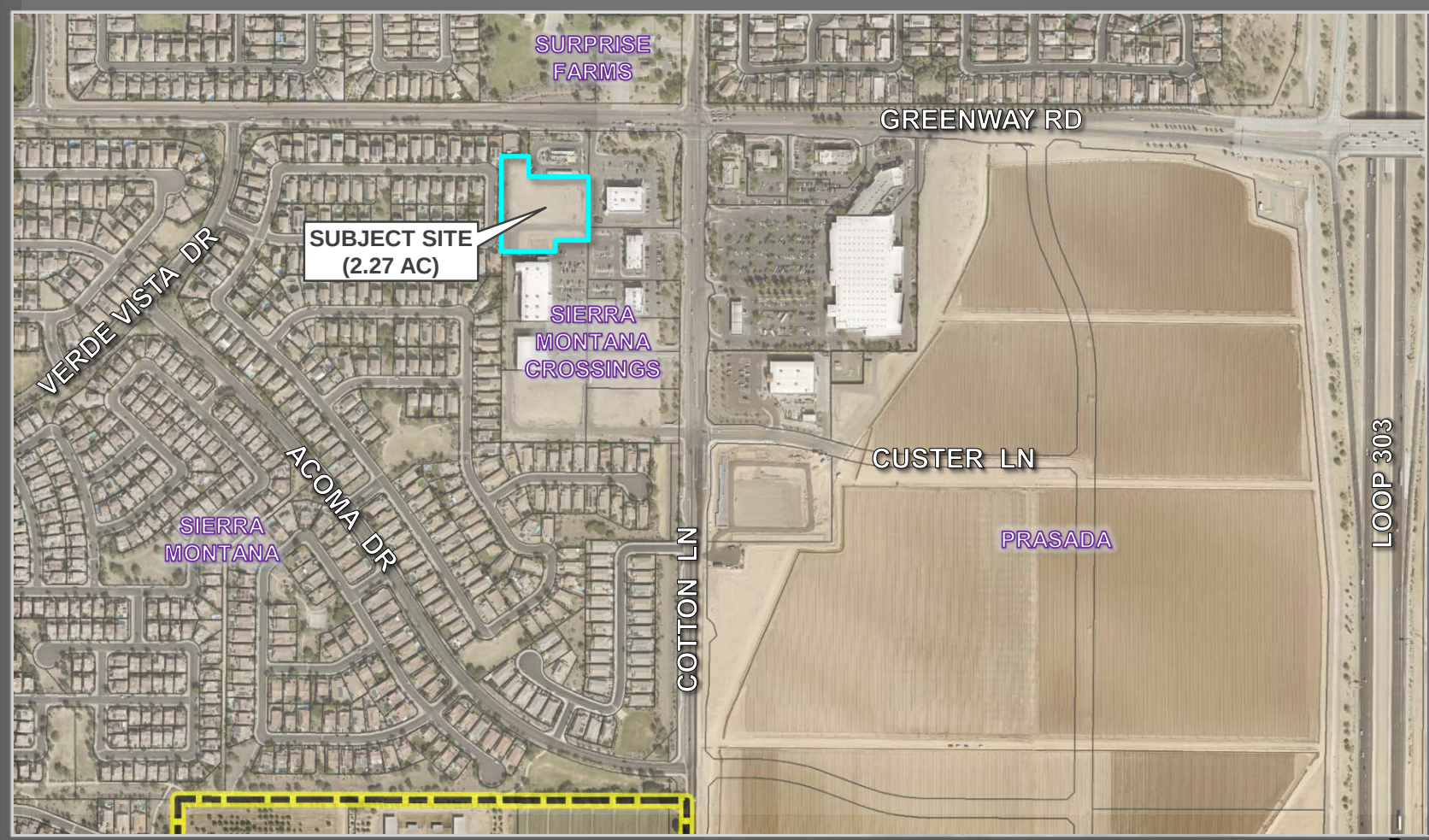
# FS22-1515 PLAT EXHIBIT



# **Sunrise Preschool - Final Plat FS22-1515**

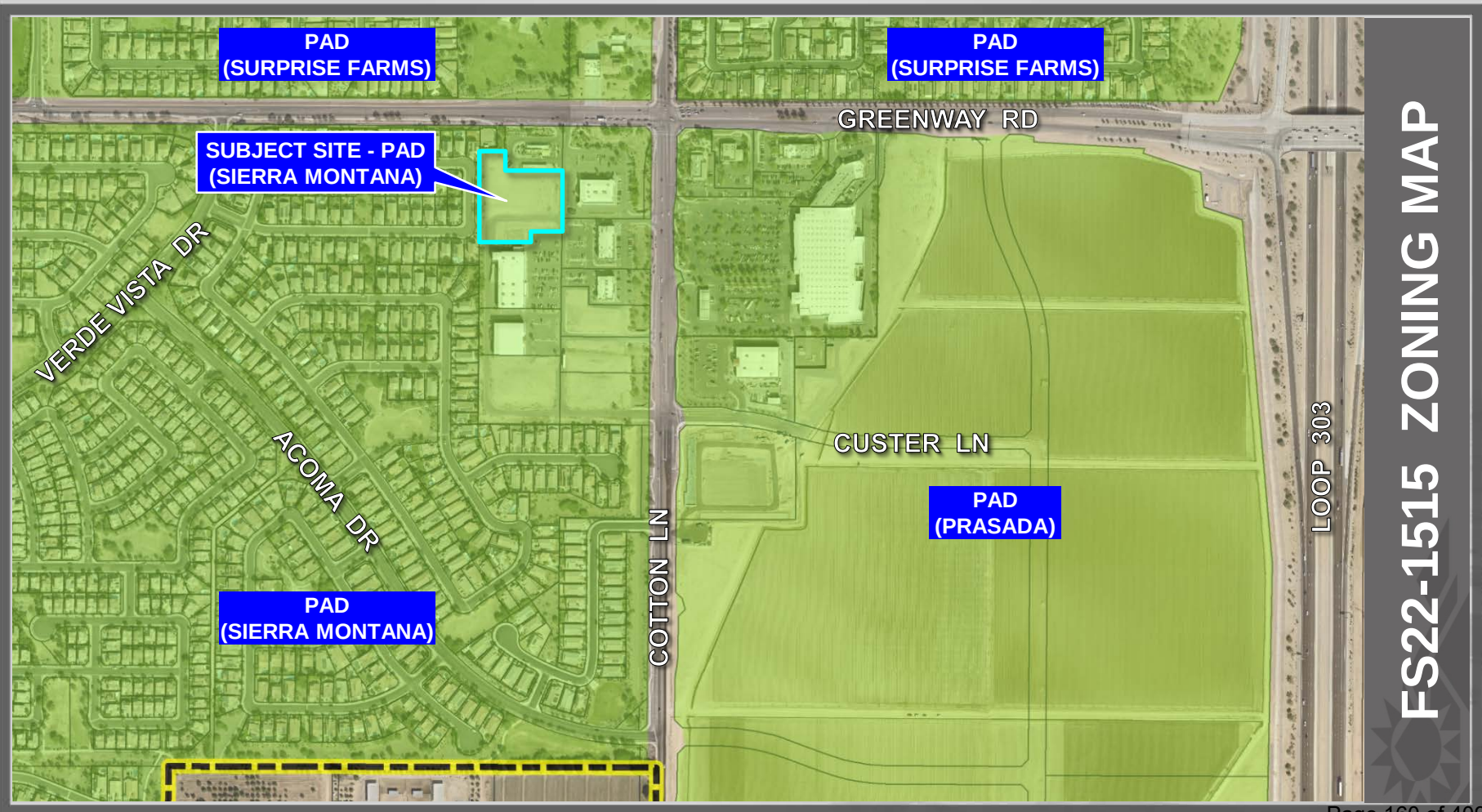
City Council – August 15, 2023





# FS22-1515 VICINITY MAP







# FS22-1515 PLAT EXHIBIT





### RELEASE OF LIABILITY

SCOTT GREENWAY PARTNERS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY

(1) RELEASE AND EXONERATE THE CITY OF SURPRISE, AND  
(2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES, OF ANY KIND, TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE, ON OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT, OTHER SUCH THAN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE KNOWLEDGE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER(S).

SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNITS, SUCH THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY OF SURPRISE.

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

SCOTT GREENWAY PARTNERS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("OWNER") DOES HEREBY

(1) RELEASE AND EXONERATE THE UNITED STATES OF AMERICA (DEPARTMENT OF THE AIR FORCE (USAF)) AND THE CITY OF SURPRISE, AND  
(2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES, OF ANY KIND, TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE, ON OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LIGHT AIR FORCE BASE, WHEN SAID CLAIMS SHALL, ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER DANGERS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LAUNCHING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON, SAID AIR FORCE BASE AND ITS ADJACENT FIELDS. THE ENVIRONMENT SHALL RUN AS IS, AND THE USER SHALL BE RESPONSIBLE FOR ANY AND ALL CLAIMS, DAMAGES, OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PARTICLES, ORIGINATED FROM AIRCRAFT, ORIGINATED FROM NOISE, VIBRATION, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

### NOTICE OF INTER-GOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MARICOPA, NEVER CONSIDERING DISTRICT BUREAU ONE ("BUREAU") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 2011, AND INCORPORATED IN THE MARICOPA COUNTY RECORDS BOOK 18, PAGE 11,001, UNDER COUNTY FILE NO. 11-0231019 ("AGMT") AND WHO HAVE FACILITIES AND PROPERTY INTERESTS (DESCRIBED AND DEDICATED WITHIN CERTAIN SUBDIVISION PLATS OR, FOR LANDS NOT INCLUDED IN A SUBDIVISION PLAT, DECLARATIONS OF FINE LANCES OR DECLARATIONS OF UNDIVIDED AREA, BUT HAVE PRIOR AND SUPERIOR RIGHTS TO THE UTILITY SERVICE PROVIDERS WITHIN THE SAID PLAT OR PROJECT FOR THE CITY TO HAVE A PUBLIC UTILITY COLUMBES WITHIN CERTAIN WHO PROPERTY INTERESTS AND FOR WHO TO MAKE AN ELEMENT WITHIN CITY (THAT) RIGHT-OF-WAY, CITY AND WHO HAVE THESE RIGHTS. EASEMENTS ARE SUBJECT TO AND CONTROLLED BY THE TERMS AND CONDITIONS OF THE SA.

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

CITY SHALL HAVE THE RIGHT TO AUTHORIZE AND CONTROL THE UTILITY SERVICE PROVIDER'S USE AND OCCUPANCY OF THESE EASEMENTS. CITY AGREES THAT UTILITY SERVICE PROVIDERS CONSENT TO BE BOUND BY THE SA PRIOR TO THE USE OR OCCUPANCY OF THE EASEMENTS SHOWN ON THIS PLAT, WITH THE USE OR OCCUPANCY OF THE EASEMENTS CONSTITUTES CONSENT OF THE UTILITY SERVICE PROVIDERS TO BE BOUND BY THE SA.



CASE NUMBER: FS22-1515

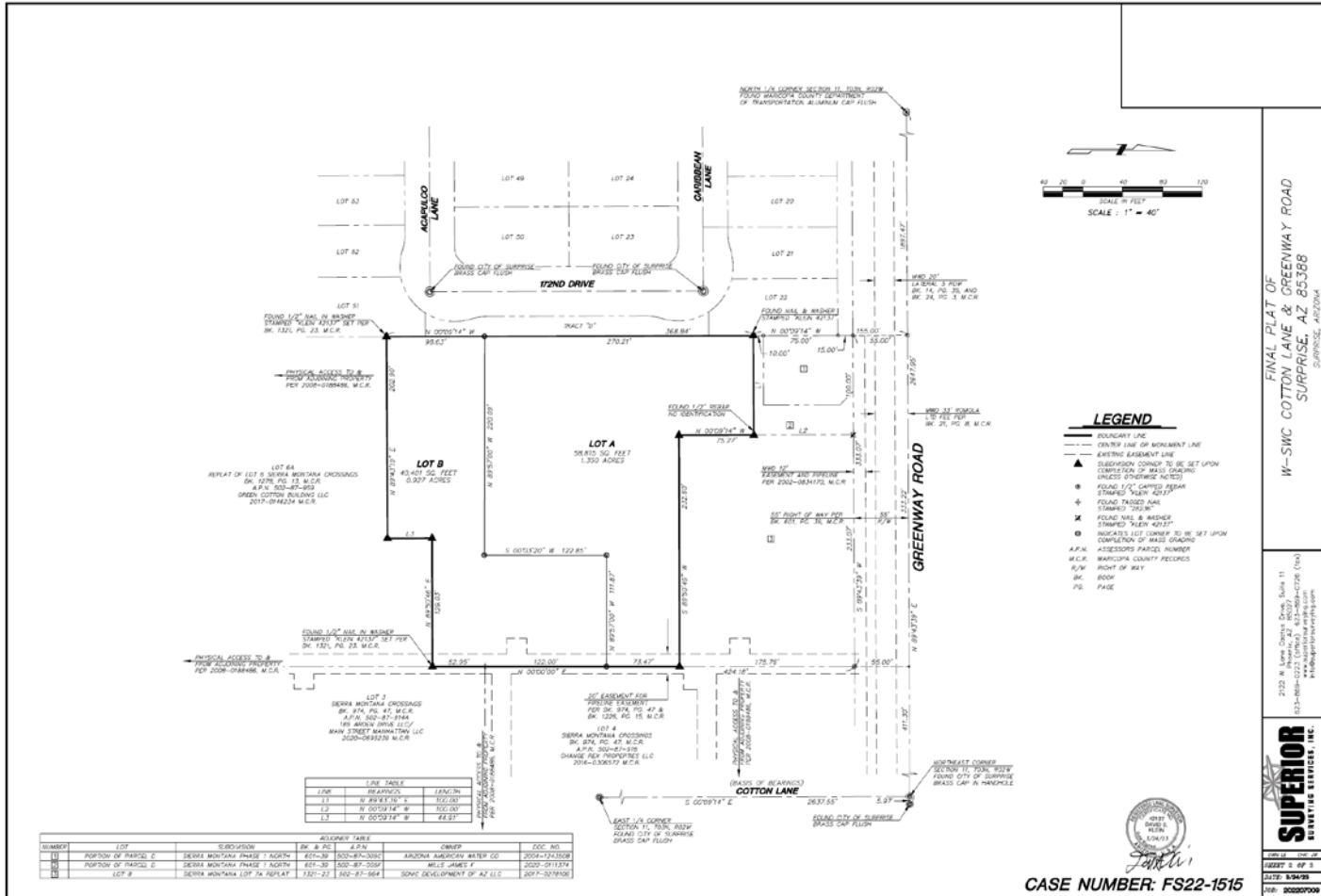
FINAL PLAT OF  
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SUPERIOR, ARIZONA

2102 W. Linn Canyon Drive, Suite 11  
Surprise, AZ 85388-0206 (Ph)  
(602) 861-0233 (Fax)  
www.superioraz.com  
info@superioraz.com



PLAT 2 OF 3  
DATE: 5/24/22  
JOB: 202207000

FS22-1515 FINAL PLAT



# FS22-1515 FINAL PLAT



**SURPRISE**  
ARIZONA

**QUESTIONS OR  
COMMENTS?**

**Thank You**



**CITY OF SURPRISE**  
**Regular City Council Meeting**

Council Meeting Date: August 15, 2023      Contact Person:  
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 acceptance of a Right of Way from Arizona State Land Department for Beardsley Road alignment east of 219<sup>th</sup> avenue.

---

**Motion:**

I move to accept the Right of Way No. 16-122249-00 from Arizona State Land Department.

---

**Background:**

In order for the Mesquite Mountain Ranch Development to meet city requirements for public safety access, the developer was required to acquire right of way to extend the Beardsley Road alignment to 219th Ave from the Arizona State Land Department. The developer has paid for all fees associated with the right of way acquisition.

---

**Objective Analysis:**

The City continues to work with developers and communities to bring needed right of way to ensure the developments are built to keep residents safe.

---

**Policy Compliant:**

Approval of this item is policy compliant.

---

**Financial Impact:**

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

---

**Budget Impact:**

There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

**FTE Impact:**

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

---

**ATTACHMENTS:**

1. ASLD RW doc
  2. ASLD ROW - Mesquite Mtn Ranch Beardsley Road - CC 08.15.23
-



# **STATE LAND DEPARTMENT STATE OF ARIZONA**

## **Right of Way**

R/W No. 16-122249-00

**THIS RIGHT OF WAY (“Right of Way”) is entered into by and between the State of Arizona (as “Grantor”) by and through the Arizona State Land Department and**

### **CITY OF SURPRISE**

**(“Grantee”). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:**

### **EXTENT OF DOCUMENT**

**“Additional Conditions”, “Exhibits”, and “Appendixes” are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.**

### **ARTICLE 1 SUBJECT LAND**

**1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto (“Subject Land”).**

**1.2 Grantee makes use of the Subject Land “as is”, and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.**

### **ARTICLE 2 TERM**

**2.1 The term of this Right of Way commences on February 16, 2023 (“Commencement Date”), and runs for a perpetual term, unless sooner canceled or terminated as provided herein or as provided by law.**

**ARTICLE 3**  
**RENT**

**3.1 Rental is due in advance for the term of this Right of Way document.**

**3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.**

**ARTICLE 4**  
**PURPOSE AND USE OF SUBJECT LAND**

**4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:**

---

**Public road with underground utilities**

---

**4.2 No material may be removed by Grantee or its contractors without the written approval of the Commissioner.**

**4.3 Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this Right of Way.**

**4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.**

**4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.**

**4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.**

**4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.**

**4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.**

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

#### **ARTICLE 5** **CONFORMITY TO LAW**

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

#### **ARTICLE 6** **CANCELLATION, TERMINATION AND ABANDONMENT**

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Commissioner.

#### **ARTICLE 7** **INDEMNITY**

7.1 This provision is pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration applicable to all political subdivisions of the State.

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

**ARTICLE 8**  
**RESERVATIONS; RELINQUISHMENTS**

8.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

8.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

8.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

**ARTICLE 9**  
**LOCATION, CONSTRUCTION AND MAINTENANCE**

9.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

9.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

**ARTICLE 10**  
**NATIVE PLANTS AND CULTURAL RESOURCES**

10.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum

and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

10.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

#### **ARTICLE 11**

#### **GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND**

11.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

11.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

11.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

11.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.

**ARTICLE 12**  
**MISCELLANEOUS**

**12.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere in this document.**

**12.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.**

**12.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.**

**12.4 Insurance provisions are intentionally omitted from this Permit pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration to all political subdivisions of the State.**

**12.5 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.**

**12.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.**

**12.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.**

**12.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.**

**12.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).**

## **ADDITIONAL CONDITIONS**

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**These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the “Boiler Plate”). The term “Section” when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term “Paragraph” when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term “Right of Way” shall mean the Boiler Plate as supplemented by these Additional Conditions.**

### **1. LEGAL DESCRIPTION, RENT AND PURPOSE**

**1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT A attached hereto. Subject to Grantor’s rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting “as built” or “proposed realignment” legal descriptions, depending on the situation, to Grantor for Grantor’s review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.**

**1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor’s sole discretion.**

**1.3 This Right of Way is for the purpose of a Public Roadway with underground utilities and does not permit any above ground facilities without proper rights authorized or issued by Grantor, assignees or its successors.**

**1.3.1 This Right of Way prohibits the erection of any type advertising sign(s) or monument structure(s) without proper rights authorized or issued by Grantor, assignees or its successors.**

### **2. CONSTRUCTION, MAINTENANCE AND OPERATION**

**2.1 Grantee is responsible for complying with all federal, state and local guidelines in regards to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.**

**2.2 Prior to construction, and at the request of the Grantor, Grantee shall provide construction plans (no larger than 11” x 17” format) and applicable drainage report(s),**

## **ADDITIONAL CONDITIONS**

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engineering infrastructure report(s) or studies, and any Clean Water Act (CWA) Section 401 or 404 documents to the Grantor for the Grantor's review.

**2.3** Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

**2.4** Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

**2.5** Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

**2.6** Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.

**2.7** All equipment shall be removed from the site within seven (7) days of project completion.

**2.8** Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

**2.9** For construction after Commencement Date of this Right of Way: Prior to commencement of construction Grantee shall submit and receive Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

**2.10** For ground disturbance after Commencement Date of this Right of Way: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize



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one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

2.11 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance, or such longer period of time as mutually determined to be necessary to restore and/or rehabilitate subject land.

### **3. ENVIRONMENTAL MATTERS AND INDEMNITY**

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject

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**Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.**

**3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any questions, and provide such reports and confirming information as Grantor may reasonably request.**

**3.4 At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.**

**3.5 Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.**

**3.6 At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.**

**3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall**

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include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

**3.8** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

**3.9** This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

**3.10** In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

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### **4. CULTURAL RESOURCES AND NATIVE PLANTS**

**4.1 Prior to any ground disturbance in areas not previously subject to a cultural resources survey, Grantee shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Cultural Resources Section for review and approval.**

**4.2 Provided any cultural resources are discovered, Grantee shall avoid the resource or submit a plan for data recovery. Archaeological surveys and/or site mitigation must be conducted in accordance with the rules and regulations promulgated by the Director of the Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director of the Arizona State Museum, as well as the Arizona State Land Department Cultural Resources Manager. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.**

**4.3 If, following receipt of Arizona State Land Department Cultural Resources Section approval to proceed, any additional archaeological, paleontological, or historical site or object, or Human remains or funerary object that is at least fifty years old is discovered during the course of ground disturbing activities, all work shall cease and the Grantee shall notify the Director of the Arizona State Museum pursuant to A.R.S. §41-844, and the Arizona State Land Department Cultural Resources Section Manager.**

**4.4 Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office, as required pursuant to the State Historic Preservation Act (A.R.S. § 41-861 et seq).**

**4.5 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.**

**4.6 If vegetation is authorized by Grantor to be removed and/or destroyed, and prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.**

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**4.7 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.**

**4.8 Grantee shall only remove protected plants when specifically authorized to do so and avoid damaging vegetation that will remain in place. If the Grantee or its contractors are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.**

**4.9 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.**

**4.9.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.**

**4.10 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.**

**4.11 Grantee shall salvage or replant cactus and other protected plants.**

**4.12 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.**

### **5. SERVICE / ACCESS ROADS**

**5.1 Grantee shall acquire any permits necessary prior to the construction and maintenance of its service roads. Grantee shall construct new service roads with widths as narrow as possible.**

**5.2 Material for service road construction and maintenance (i.e. fill dirt, sand and gravel, etc.) may not be acquired from State Trust lands without the proper permits and authorization.**

**5.3 Service roads shall be maintained in substantially the same condition as they exist at the time the Right of Way is issued except, if not drivable, they may be made drivable.**

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**5.4 Grantee shall not fence nor gate the service roads without the prior written permission of the Grantor.**

**5.5 The service roads shall only be used by the Grantee in conjunction with said Right of Way grant and associated appurtenances.**

**5.6 Grantee shall avoid using service roads during wet weather or when too soft to travel over. The soil shall be deemed too wet to adequately support equipment if such equipment creates ruts in excess of six (6) inches deep.**

**5.7 Maintenance of the service roads may include dust control measures for the term of this Right of Way.**

### **6. EXISTING LESSEES**

**6.1 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.**

**6.2 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.**

**6.3 Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.**

**6.4 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.**

**6.4.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance and inquire as to the presence/absence of livestock.**

### **7. MISCELLANEOUS**

**7.1 Grantor, or its successors or assigns, reserves the right, upon the request of Lessee / Certificate of Purchase Holder / Permittee to relocate all or any portion of this Right of Way, provided however that the Lessee / Certificate of Purchase Holder / Permittee of the**

## **ADDITIONAL CONDITIONS**

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underlying State Trust land shall bear the full cost and expense of the relocation of any facilities on the Subject Land and on neighboring land regardless of ownership necessary to accommodate the relocation of the Right of Way. Relocation shall require an amendment to the description of the Subject Land, and may require payment of additional rental to Grantor, but in no case a diminution in rental, if necessary to compensate for any greater value of the amended Subject Land.

**7.2** Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

**7.3** No altering of existing drainages or drainage structures is authorized under this instrument.

**7.4** If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

**7.5** The following provision shall be deemed added at the end of Section 6.2 of Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

**“Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period.”**

**7.6** Attached hereto as EXHIBIT B is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached. Grantor reserves the right to amend EXHIBIT B as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.

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**8. EXHIBITS**

**8.1 The following exhibits are attached to these Additional Conditions and made a part hereof:**

**EXHIBIT A    Legal Description and/or Visual Depiction of Right of Way**

**EXHIBIT B    Insurance Rider**

**BY SIGNATURE BELOW, ALL TERMS ARE  
AGREED TO AND ACCEPTED BY GRANTEE**

**/By: \_\_\_\_\_**

**/Title: \_\_\_\_\_**

**/Date: \_\_\_\_\_**

***[Remainder of this page left blank intentionally]***



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### EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

All that certain lot, tract, or parcel of land, situated in a portion of the Northeast Quarter of Section 26, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

**BEGINNING** at a found aluminum cap in pot hole down 0.2 feet for the Northeast corner of said Section 26, from which a found aluminum cap stamped "RLS 46643" for the North Quarter corner of said Section 26 bears South 89 deg. 42 min. 12 sec. West (Basis of Bearings) - 2,640.12 feet;

**THENCE** South 00 deg. 05 min. 27 sec. West along the East line of the Northeast Quarter of said Section 26, a distance of 35.00 feet;

**THENCE** South 89 deg. 42 min. 12 sec. West, a distance of 113.61 feet;

**THENCE** South 00 deg. 17 min. 48 sec. East, a distance of 5.00 feet;

**THENCE** South 89 deg. 42 min. 12 sec. West, a distance of 422.16 feet;

**THENCE** North 00 deg. 17 min. 48 sec. West, a distance of 5.00 feet;

**THENCE** South 89 deg. 42 min. 12 sec. West, a distance of 283.56 feet;

**THENCE** North 00 deg. 17 min. 48 sec. West, a distance of 10.00 feet;

**THENCE** South 89 deg. 42 min. 12 sec. West, a distance of 83.46 feet;

**THENCE** North 00 deg. 17 min. 48 sec. West, a distance of 10.00 feet;

**THENCE** South 89 deg. 42 min. 12 sec. West, a distance of 79.48 feet;

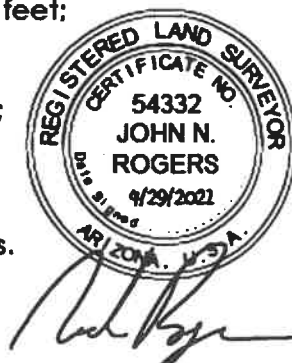
**THENCE** North 00 deg. 17 min. 48 sec. West, a distance of 5.00 feet;

**THENCE** South 89 deg. 42 min. 12 sec. West, a distance of 138.55 feet;

**THENCE** North 00 deg. 17 min. 48 sec. West, a distance of 10.00 feet to the North line of the Northeast Quarter of said Section 26;

**THENCE** North 89 deg. 42 min. 12 sec. East along said North line, a distance of 1,121.05 feet to the **POINT OF BEGINNING**, containing 35,455 square feet or 0.814 acres of land, more or less.

Exhibit map attached and made a part hereof.



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## EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE #     | BEARING     | DISTANCE |
| L1         | S00°05'27"W | 35.00'   |
| L2         | S89°42'12"W | 113.61'  |
| L3         | S00°17'48"E | 5.00'    |
| L4         | N00°17'48"W | 5.00'    |
| L5         | N00°17'48"W | 10.00'   |
| L6         | S89°42'12"W | 83.46'   |

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE #     | BEARING     | DISTANCE |
| L7         | N00°17'48"W | 10.00'   |
| L8         | S89°42'12"W | 79.48'   |
| L9         | N00°17'48"W | 5.00'    |
| L10        | S89°42'12"W | 138.55'  |
| L11        | N00°17'48"W | 10.00'   |

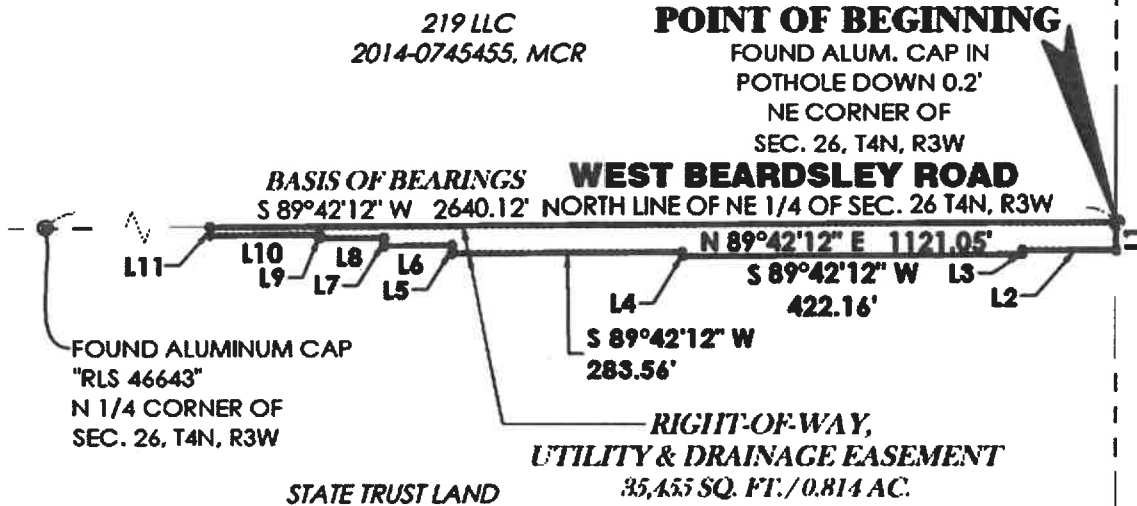


EXHIBIT "A" MAP SHOWING  
RIGHT-OF-WAY, UTILITY & DRAINAGE EASEMENT,  
SITUATED IN A PORTION  
OF THE NORTHEAST QUARTER OF SECTION 26, T4N, R3W  
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

**GOODWIN &  
MARSHALL**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2  
Chandler, Arizona 85044  
(602) 218-7285

Scale: 1" = 200'

Date: 4/29/2021

Job No.: 10846A

Drafted: L.J.C.

Checked: J.N.R.

Sheet

61  
of  
61



## ADDITIONAL CONDITIONS

16-122249-00-100

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### EXHIBIT B

#### INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

**R-1 Indemnity.** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**R-2 Insurance Requirements for Any Contractors Used by a Party to this Right of Way.** *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

## ADDITIONAL CONDITIONS

16-122249-00-100

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A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form.

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

|                                          |                |
|------------------------------------------|----------------|
| General Aggregate:                       | \$2,000,000.00 |
| Products-Completed Operations Aggregate: | \$1,000,000.00 |
| Personal and Advertising Injury:         | \$1,000,000.00 |
| Each Occurrence:                         | \$1,000,000.00 |
| Damage to Rented Premises:               | \$ 100,000.00  |

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.

- Combined Single Limit (CSL) .....\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities

## **ADDITIONAL CONDITIONS**

16-122249-00-100

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and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

**IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

### **3. Worker's Compensation and Employers' Liability.**

| <b>Workers' Compensation</b>  | <b>Statutory</b> |
|-------------------------------|------------------|
| <b>Employers' Liability</b>   |                  |
| Each Accident.....            | \$1,000,000      |
| Disease – Each Employee ..... | \$1,000,000      |
| Disease – Policy Limit.....   | \$1,000,000      |

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.**

**B. Additional Insurance Requirements.** The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the

## **ADDITIONAL CONDITIONS**

**16-122249-00-100**

**Page 16 of 17**

liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.

**C. Notice of Cancellation.** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

**D. Acceptability of Insurers.** Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. Verification of Coverage.** Contractors and Subcontractors shall furnish Grantee with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by Grantee before work commences. Each insurance policy required by this Right of Way must be in effect at or prior to commencement of work under this Right of Way and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Right of Way, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Right of Way shall be sent directly to Grantee. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.

**F. Subcontractors.** Grantee shall ensure and verify that all Contractors and Subcontractors have collectable insurance as evidenced by the certificates of insurance and endorsements for each Contractor and Subcontractor. If Grantee's Contractors or Subcontractors do not have or cannot obtain the required insurance coverages, Grantee's endorsements or certificates of insurance shall include all of its Contractors and Subcontractors as insured under its policies. All coverage for Contractors and Subcontractors shall be subject to the applicable insurance requirements identified in this

## **ADDITIONAL CONDITIONS**

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**Article.** Grantor reserves the right to require, at any time, proof from the Grantee that its Contractors and Subcontractors have the required coverage.

**G. Approval.** Any modification or variation from the insurance requirements in this Right of Way must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment, but may be made by administrative action.

**H. Exceptions.** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT  
1110 W.WASHINGTON ST.  
PHOENIX, AZ 85007

RUN DATE: 28 June 2023  
RUN TIME: 8:26 AM  
PAGE: 1

KE-LEASE# 016-122249-00-100 APPTYPE: NEW  
AMENDMENT#: 0

| LAND#                        | LEGAL DESCRIPTION | AUS  | ACREAGE |
|------------------------------|-------------------|------|---------|
| 04.0-N-03.0-W-26-07-031-9009 | M&B THRU N2N2N2NE | 0.00 | 0.810   |
|                              | TOTALS            | 0.00 | 0.810   |



IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

**STATE OF ARIZONA, GRANTOR**  
**Arizona State Land Commissioner**

**CITY OF SURPRISE**  
**GRANTEE**

By: \_\_\_\_\_

Date \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
/Authorized Signature

\_\_\_\_\_  
/Date

\_\_\_\_\_  
/Printed Name

\_\_\_\_\_  
/Title

\_\_\_\_\_  
/Address

\_\_\_\_\_  
/City

\_\_\_\_\_  
/State

\_\_\_\_\_  
/Zip

## GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: \_\_\_\_\_

NAME OF GRANTEE: \_\_\_\_\_

DATE ISSUED: \_\_\_\_\_

PERMITTED USE: \_\_\_\_\_

LAND DEPARTMENT ADMINISTRATOR: \_\_\_\_\_

DATE CONSTRUCTION STARTED: \_\_\_\_\_

DATE CONSTRUCTION COMPLETED: \_\_\_\_\_

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

\_\_\_\_\_  
Grantee's Signature

\_\_\_\_\_  
Date

Title \_\_\_\_\_

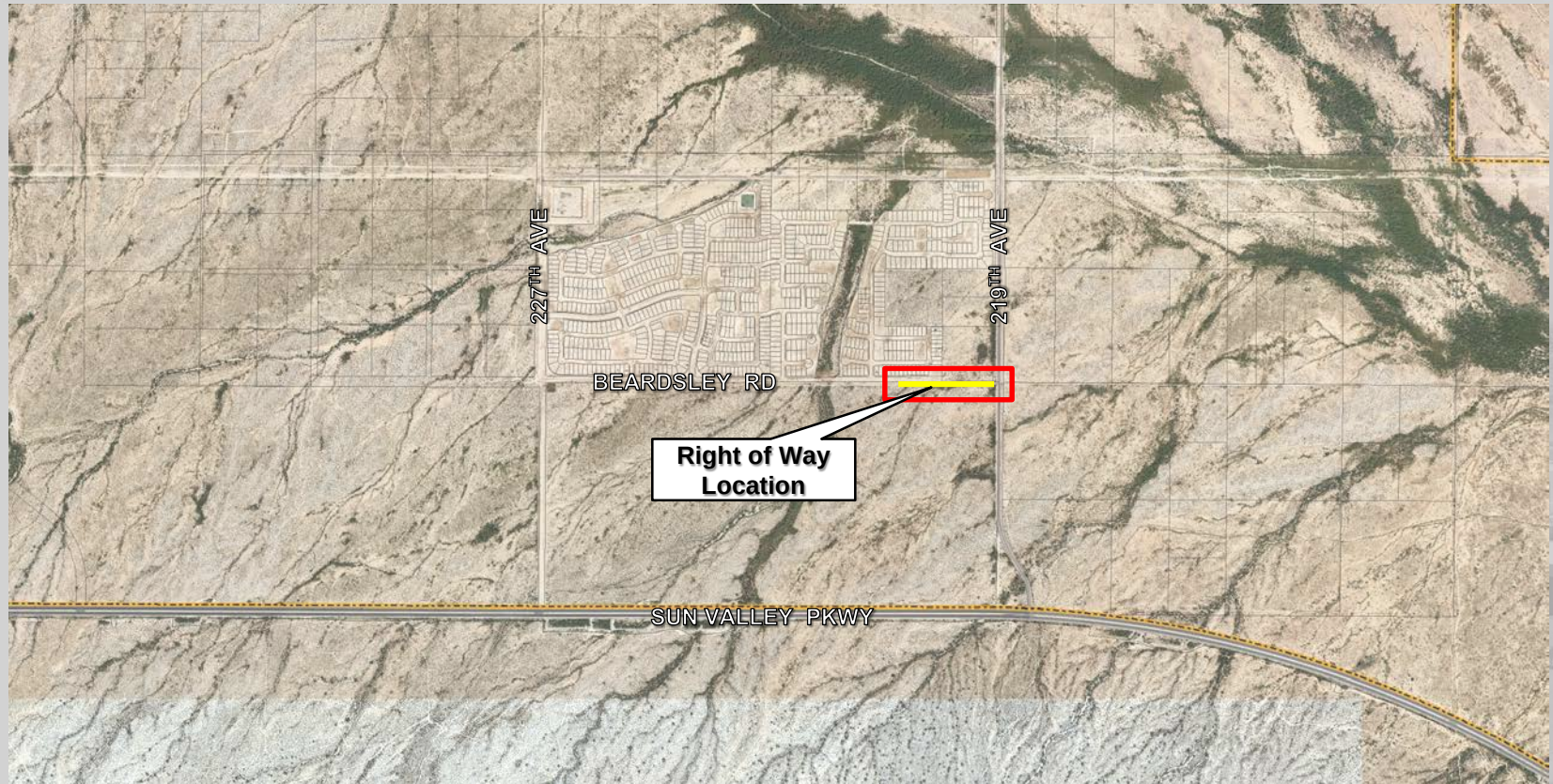
Return To: Arizona State Land Department  
R/W Section  
1110 W. Washington St.  
Phoenix, AZ 85007



# **ASLD R/W Mesquite Mountain Ranch - Beardsley Road**

**City Council – August 15, 2023**

# VICINITY MAP





**LINE TABLE**

| LINE # | BEARING     | DISTANCE |
|--------|-------------|----------|
| L1     | S00°05'27"W | 35.00'   |
| L2     | S89°42'12"W | 113.61'  |
| L3     | S00°17'48"E | 5.00'    |
| L4     | N00°17'48"W | 5.00'    |
| L5     | N00°17'48"W | 10.00'   |
| L6     | S89°42'12"W | 83.46'   |

**POINT OF BEGINNING**

| LINE # | BEARING     | DISTANCE |
|--------|-------------|----------|
| L7     | N00°17'48"W | 10.00'   |
| L8     | S89°42'12"W | 79.48'   |
| L9     | N00°17'48"W | 5.00'    |
| L10    | S89°42'12"W | 138.55'  |
| L11    | N00°17'48"W | 10.00'   |

0 250  
SCALE IN FEET

**219 LLC**  
2014-0745455, MCR

**POINT OF BEGINNING**  
FOUND ALUM. CAP IN  
POTHOLE DOWN 0.2'  
NE CORNER OF  
SEC. 26, T4N, R3W

**WEST BESSLEY ROAD**  
N 89°42'12" E 1121.05'  
S 89°42'12" W 1/4 OF SEC. 26, T4N, R3W

**BASIS OF BEARINGS**  
S 89°42'12" W 2640.12'

**FOUND ALUMINUM CAP**  
T15 46643'  
N 1/4 CORNER OF  
SEC. 26, T4N, R3W

**RIGHT-OF-WAY,  
UTILITY & DRAINAGE EASEMENT**  
35,455 SQ. FT./0.814 AC.

**STATE TRUST LAND**

2705 S. Alma School Road, Suite 2  
Chandler, Arizona 85044  
(602) 218-7285





# QUESTIONS / COMMENTS?

Thank You



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 15, 2023      Contact Person:  
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 acceptance of a Right of Way from Arizona State Land Department for Citrus South of Deer Valley Road.

---

### **Motion:**

I move to accept the Right of Way No. 16-122238-00 from Arizona State Land Department.

---

### **Background:**

In order for the development to have safe traffic movements required by the City, right of way acquisition was needed from the Arizona State Land Department. The developer of Willow Trails has paid for all fees associated with the right of way acquisition.

---

### **Objective Analysis:**

The City continues to work with developers and communities to bring the needed right of way to ensure the developments are built to keep residents safe and meet City requirements.

---

### **Policy Compliant:**

Approval of this item is policy compliant.

---

### **Financial Impact:**

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

---

### **Budget Impact:**

There is currently no budgetary impact related to approval of this item. The City will plan for future O&M when the road is in place and is accepted by the City.

### **FTE Impact:**

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

---

### **ATTACHMENTS:**

1. RW doc from ASLD 16-122238





# **STATE LAND DEPARTMENT STATE OF ARIZONA**

## **Right of Way**

R/W No. 16-122238-00

**THIS RIGHT OF WAY (“Right of Way”) is entered into by and between the State of Arizona (as “Grantor”) by and through the Arizona State Land Department and**

### **CITY OF SURPRISE**

**(“Grantee”). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:**

### **EXTENT OF DOCUMENT**

**“Additional Conditions”, “Exhibits”, and “Appendixes” are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.**

### **ARTICLE 1 SUBJECT LAND**

**1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto (“Subject Land”).**

**1.2 Grantee makes use of the Subject Land “as is”, and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.**

### **ARTICLE 2 TERM**

**2.1 The term of this Right of Way commences on February 16, 2023 (“Commencement Date”), and runs for a perpetual term, unless sooner canceled or terminated as provided herein or as provided by law.**

**ARTICLE 3**  
**RENT**

**3.1 Rental is due in advance for the term of this Right of Way document.**

**3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.**

**ARTICLE 4**  
**PURPOSE AND USE OF SUBJECT LAND**

**4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:**

---

**Public road with underground utilities**

---

**4.2 No material may be removed by Grantee or its contractors without the written approval of the Commissioner.**

**4.3 Grantee shall not exclude from use the State of Arizona, its lessees or grantees, or the general public the right of ingress and egress over this Right of Way.**

**4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.**

**4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.**

**4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.**

**4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.**

**4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.**

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

#### **ARTICLE 5** **CONFORMITY TO LAW**

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

#### **ARTICLE 6** **CANCELLATION, TERMINATION AND ABANDONMENT**

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities and, so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Commissioner.

#### **ARTICLE 7** **INDEMNITY**

7.1 This provision is pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration applicable to all political subdivisions of the State.

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

**ARTICLE 8**  
**RESERVATIONS; RELINQUISHMENTS**

8.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

8.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

8.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

**ARTICLE 9**  
**LOCATION, CONSTRUCTION AND MAINTENANCE**

9.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

9.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

**ARTICLE 10**  
**NATIVE PLANTS AND CULTURAL RESOURCES**

10.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum

and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

10.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

## **ARTICLE 11**

### **GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND**

11.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

11.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including, but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

11.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

11.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.

**ARTICLE 12**  
**MISCELLANEOUS**

**12.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere in this document.**

**12.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.**

**12.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.**

**12.4 Insurance provisions are intentionally omitted from this Permit pursuant to the July 12, 2000 memorandum issued by the Risk Management Section of the Arizona Department of Administration to all political subdivisions of the State.**

**12.5 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.**

**12.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.**

**12.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.**

**12.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.**

**12.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).**

## **ADDITIONAL CONDITIONS**

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These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the "Boiler Plate"). The term "Section" when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term "Paragraph" when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term "Right of Way" shall mean the Boiler Plate as supplemented by these Additional Conditions.

### **1. LEGAL DESCRIPTION, RENT AND PURPOSE**

1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT A attached hereto. Subject to Grantor's rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting "as built" or "proposed realignment" legal descriptions, depending on the situation, to Grantor for Grantor's review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.

1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor's sole discretion.

1.3 This Right of Way is for the purpose of a Public Roadway with underground utilities and does not permit any above ground facilities without proper rights authorized or issued by Grantor, assignees or its successors.

1.3.1 This Right of Way prohibits the erection of any type advertising sign(s) or monument structure(s) without proper rights authorized or issued by Grantor, assignees or its successors.

### **2. CONSTRUCTION, MAINTENANCE AND OPERATION**

2.1 Grantee is responsible for complying with all federal, state and local guidelines in regards to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.

2.2 Prior to construction, and at the request of the Grantor, Grantee shall provide construction plans (no larger than 11" x 17" format) and applicable drainage report(s),

## **ADDITIONAL CONDITIONS**

**16-122238-00-100**

**Page 2 of 17**

engineering infrastructure report(s) or studies, and any Clean Water Act (CWA) Section 401 or 404 documents to the Grantor for the Grantor's review.

**2.3** Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

**2.4** Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

**2.5** Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

**2.6** Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.

**2.7** All equipment shall be removed from the site within seven (7) days of project completion.

**2.8** Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

**2.9** For construction after Commencement Date of this Right of Way: Prior to commencement of construction Grantee shall submit and receive Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

**2.10** For ground disturbance after Commencement Date of this Right of Way : All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize



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one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

2.11 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance, or such longer period of time as mutually determined to be necessary to restore and/or rehabilitate subject land.

### **3. ENVIRONMENTAL MATTERS AND INDEMNITY**

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject

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Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

**3.3** Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any questions, and provide such reports and confirming information as Grantor may reasonably request.

**3.4** At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.

**3.5** Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.

**3.6** At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

**3.7** Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall

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include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

**3.8** Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

**3.9** This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

**3.10** In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

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### **4. CULTURAL RESOURCES AND NATIVE PLANTS**

**4.1 Prior to any ground disturbance in areas not previously subject to a cultural resources survey, Grantee shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Cultural Resources Section for review and approval.**

**4.2 Provided any cultural resources are discovered, Grantee shall avoid the resource or submit a plan for data recovery. Archaeological surveys and/or site mitigation must be conducted in accordance with the rules and regulations promulgated by the Director of the Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director of the Arizona State Museum, as well as the Arizona State Land Department Cultural Resources Manager. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.**

**4.3 If, following receipt of Arizona State Land Department Cultural Resources Section approval to proceed, any additional archaeological, paleontological, or historical site or object, or Human remains or funerary object that is at least fifty years old is discovered during the course of ground disturbing activities, all work shall cease and the Grantee shall notify the Director of the Arizona State Museum pursuant to A.R.S. §41-844, and the Arizona State Land Department Cultural Resources Section Manager.**

**4.4 Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office, as required pursuant to the State Historic Preservation Act (A.R.S. § 41-861 et seq).**

**4.5 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.**

**4.6 If vegetation is authorized by Grantor to be removed and/or destroyed, and prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.**

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**4.7 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.**

**4.8 Grantee shall only remove protected plants when specifically authorized to do so and avoid damaging vegetation that will remain in place. If the Grantee or its contractors are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.**

**4.9 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.**

**4.9.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.**

**4.10 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.**

**4.11 Grantee shall salvage or replant cactus and other protected plants.**

**4.12 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.**

### **5. SERVICE / ACCESS ROADS**

**5.1 Grantee shall acquire any permits necessary prior to the construction and maintenance of its service roads. Grantee shall construct new service roads with widths as narrow as possible.**

**5.2 Material for service road construction and maintenance (i.e. fill dirt, sand and gravel, etc.) may not be acquired from State Trust lands without the proper permits and authorization.**

**5.3 Service roads shall be maintained in substantially the same condition as they exist at the time the Right of Way is issued except, if not drivable, they may be made drivable.**

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**5.4 Grantee shall not fence nor gate the service roads without the prior written permission of the Grantor.**

**5.5 The service roads shall only be used by the Grantee in conjunction with said Right of Way grant and associated appurtenances.**

**5.6 Grantee shall avoid using service roads during wet weather or when too soft to travel over. The soil shall be deemed too wet to adequately support equipment if such equipment creates ruts in excess of six (6) inches deep.**

**5.7 Maintenance of the service roads may include dust control measures for the term of this Right of Way.**

### **6. EXISTING LESSEES**

**6.1 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.**

**6.2 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.**

**6.3 Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.**

**6.4 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.**

**6.4.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance and inquire as to the presence/absence of livestock.**

### **7. MISCELLANEOUS**

**7.1 Grantor, or its successors or assigns, reserves the right, upon the request of Lessee / Certificate of Purchase Holder / Permittee to relocate all or any portion of this Right of Way, provided however that the Lessee / Certificate of Purchase Holder / Permittee of the**

## **ADDITIONAL CONDITIONS**

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underlying State Trust land shall bear the full cost and expense of the relocation of any facilities on the Subject Land and on neighboring land regardless of ownership necessary to accommodate the relocation of the Right of Way. Relocation shall require an amendment to the description of the Subject Land, and may require payment of additional rental to Grantor, but in no case a diminution in rental, if necessary to compensate for any greater value of the amended Subject Land.

**7.2** Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

**7.3** No altering of existing drainages or drainage structures is authorized under this instrument.

**7.4** If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

**7.5** The following provision shall be deemed added at the end of Section 6.2 of Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

**“Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period.”**

**7.6** Attached hereto as **EXHIBIT B** is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached. Grantor reserves the right to amend **EXHIBIT B** as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.

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### 8. EXHIBITS

8.1 The following exhibits are attached to these Additional Conditions and made a part hereof:

|                  |                                                           |
|------------------|-----------------------------------------------------------|
| <u>EXHIBIT A</u> | Legal Description and/or Visual Depiction of Right of Way |
| <u>EXHIBIT B</u> | Insurance Rider                                           |

BY SIGNATURE BELOW, ALL TERMS ARE  
AGREED TO AND ACCEPTED BY GRANTEE

/By: \_\_\_\_\_

/Title: \_\_\_\_\_

/Date: \_\_\_\_\_

*[Remainder of this page left blank intentionally]*



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### EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

All that certain lot, tract, or parcel of land, situated in a portion of the Northeast Quarter of Section 22, Township 4 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being more completely described as follows, to-wit:

**COMMENCING** at a City of Surprise brass cap in concrete stamped "RLS 19344" dated 2017 and being the Northeast corner of said Section 22, from which a found 1/2" rebar with aluminum cap stamped "RLS 21081" for the East Quarter corner of said Section 22 bears South 00 deg. 36 min. 01 sec. West (Basis of Bearings) - 2,640.07 feet;

**THENCE** South 00 deg. 36 min. 01 sec. West along the East line of the Northeast Quarter of said Section 22, a distance of 150.00 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** South 00 deg. 36 min. 01 sec. West along said East line, a distance of 827.24 feet;

**THENCE** North 89 deg. 23 min. 59 sec. West departing said East line, a distance of 20.00 feet;

**THENCE** North 00 deg. 36 min. 01 sec. East, a distance of 273.70 feet;

**THENCE** North 89 deg. 23 min. 59 sec. West, a distance of 10.00 feet;

**THENCE** North 00 deg. 36 min. 01 sec. East, a distance of 273.42 feet;

**THENCE** North 89 deg. 23 min. 59 sec. West, a distance of 10.00 feet;

**THENCE** North 00 deg. 36 min. 01 sec. East, a distance of 279.89 feet;

**THENCE** South 89 deg. 44 min. 54 sec. East, a distance of 40.00 feet to the **POINT OF BEGINNING**, containing 24,877 square feet or 0.571 acres of land, more or less.

*Exhibit map attached and made a part hereof.*



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## EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

### POINT OF COMMENCING

CITY OF SURPRISE BRASS CAP IN  
CONCRETE "RLS #19344" DATED 2017  
NE CORNER OF SEC. 22, T4N, R2W

### WEST DEER VALLEY ROAD

### POINT OF BEGINNING

STATE TRUST LAND

RIGHT-OF-WAY,  
UTILITY & DRAINAGE EASEMENT  
24,877 SQ. FT. / 0.571 AC.

### LINE TABLE

| LINE # | BEARING     | DISTANCE |
|--------|-------------|----------|
| L1     | S00°36'01"W | 150.00'  |
| L2     | S00°36'01"W | 827.24'  |
| L3     | N89°23'59"W | 20.00'   |
| L4     | N00°36'01"E | 273.70'  |
| L5     | N89°23'59"W | 10.00'   |
| L6     | N00°36'01"E | 273.42'  |
| L7     | N89°23'59"W | 10.00'   |
| L8     | N00°36'01"E | 279.89'  |
| L9     | S89°44'54"E | 40.00'   |

S00°36'01"W 2640.07'  
EAST LINE OF NE 1/4 OF SEC. 22, T4N, R2W  
BASIS OF BEARINGS

FORESTAR (USA) REAL  
ESTATE GROUP INC.  
2021-0052486, MCR

FOUND 1/2" REBAR WITH  
ALUM. CAP "RLS# 21081"  
EAST 1/4 OF SEC. 22, T4N, R2W



EXHIBIT "A" MAP SHOWING  
RIGHT-OF-WAY, UTILITY & DRAINAGE EASEMENT,  
SITUATED IN A PORTION  
OF THE NORTHEAST QUARTER OF SECTION 22, T4N, R2W  
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

**GOODWIN AND  
MARSHALL**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2705 S. Alma School Road, Suite 2  
Chandler, Arizona 85044  
907.744.7444

Scale: 1" = 200' Sheet 15 of 15  
Date: 2/22/2021  
Job No.: 10884A  
Drafted: L.J.C.  
Checked: J.N.R.



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### EXHIBIT B

#### INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

**R-1 Indemnity.** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, Grantee shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**R-2 Insurance Requirements for Any Contractors Used by a Party to this Right of Way.** *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form.

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

|                                          |                |
|------------------------------------------|----------------|
| General Aggregate:                       | \$2,000,000.00 |
| Products-Completed Operations Aggregate: | \$1,000,000.00 |
| Personal and Advertising Injury:         | \$1,000,000.00 |
| Each Occurrence:                         | \$1,000,000.00 |
| Damage to Rented Premises:               | \$ 100,000.00  |

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.

- Combined Single Limit (CSL) .....\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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c. Policy shall contain a severability of interest provision.  
IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.

### 3. Worker's Compensation and Employers' Liability.

Workers' Compensation

Statutory

Employers' Liability

Each Accident.....\$1,000,000

Disease – Each Employee .....\$1,000,000

Disease – Policy Limit.....\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.

C. Notice of Cancellation. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department,

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1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

**D. Acceptability of Insurers.** Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. Verification of Coverage.** Contractors and Subcontractors shall furnish Grantee with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by Grantee before work commences. Each insurance policy required by this Right of Way must be in effect at or prior to commencement of work under this Right of Way and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Right of Way, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Right of Way shall be sent directly to Grantee. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.

**F. Subcontractors.** Grantee shall ensure and verify that all Contractors and Subcontractors have collectable insurance as evidenced by the certificates of insurance and endorsements for each Contractor and Subcontractor. If Grantee's Contractors or Subcontractors do not have or cannot obtain the required insurance coverages, Grantee's endorsements or certificates of insurance shall include all of its Contractors and Subcontractors as insured under its policies. All coverage for Contractors and Subcontractors shall be subject to the applicable insurance requirements identified in this Article. Grantor reserves the right to require, at any time, proof from the Grantee that its Contractors and Subcontractors have the required coverage.

**G. Approval.** Any modification or variation from the insurance requirements in this Right of Way must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment but may be made by administrative action.

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**16-122238-00-100**

**Page 17 of 17**

**H. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.**

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT  
1110 W.WASHINGTON ST.  
PHOENIX, AZ 85007

RUN DATE: 17 July 2023  
RUN TIME: 13:18 PM  
PAGE: 1

KE-LEASE# 016-122238-00-100 APPTYPE: NEW  
AMENDMENT#: 0

| LAND#                        | LEGAL DESCRIPTION | AUS  | ACREAGE |
|------------------------------|-------------------|------|---------|
| 04.0-N-02.0-W-22-07-053-9013 | E 40FT OF NENE    | 0.00 | 0.570   |
|                              | TOTALS            | 0.00 | 0.570   |



**IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.**

**STATE OF ARIZONA, GRANTOR**  
**Arizona State Land Commissioner**

**CITY OF SURPRISE**  
**GRANTEE**

By: \_\_\_\_\_ Date \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
✓Authorized Signature \_\_\_\_\_ ✓Date \_\_\_\_\_

\_\_\_\_\_  
✓Printed Name \_\_\_\_\_ ✓Title \_\_\_\_\_

\_\_\_\_\_  
✓Address \_\_\_\_\_

\_\_\_\_\_  
✓City \_\_\_\_\_ ✓State \_\_\_\_\_ ✓Zip \_\_\_\_\_

## GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: \_\_\_\_\_

NAME OF GRANTEE: \_\_\_\_\_

DATE ISSUED: \_\_\_\_\_

PERMITTED USE: \_\_\_\_\_

LAND DEPARTMENT ADMINISTRATOR: \_\_\_\_\_

DATE CONSTRUCTION STARTED: \_\_\_\_\_

DATE CONSTRUCTION COMPLETED: \_\_\_\_\_

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

\_\_\_\_\_  
Grantee's Signature

\_\_\_\_\_  
Date

Title \_\_\_\_\_

Return To: Arizona State Land Department  
R/W Section  
1110 W. Washington St.  
Phoenix, AZ 85007



# **ASLD R/W Willow Trails - Citrus Road**

**City Council – August 15, 2023**

# VICINITY MAP



# EXHIBIT

## EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

### POINT OF COMMENCING

CITY OF SURPRISE BRASS CAP IN  
CONCRETE "RLS #19344" DATED 2017  
NE CORNER OF SEC. 22, T4N, R2W

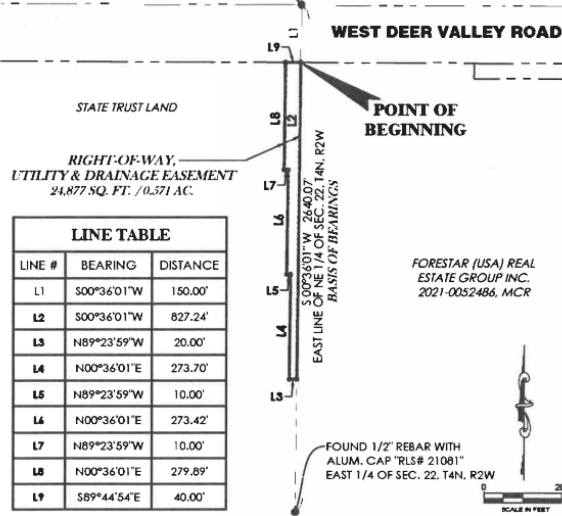


EXHIBIT "A" MAP SHOWING  
RIGHT-OF-WAY, UTILITY & DRAINAGE EASEMENT,  
SITUATED IN A PORTION  
OF THE NORTHEAST QUARTER OF SECTION 22, T4N, R2W  
OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA

**GOODWIN & MARSHALL**  
CIVIL ENGINEERS - PLANNERS - SURVEYORS

2705 S. Alma School Road, Suite 2  
Chandler, Arizona 85044

Scale: 1" = 200'  
Date: 2/22/2021  
Job No.: 10884A  
Drafted: L.J.C.  
Checked: J.N.R.







# QUESTIONS / COMMENTS?

Thank You



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 15, 2023  
Submitting Department: Public Works  
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director  
District: District 6

---

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

---

### **Agenda Wording:**

Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, Kenly Farms pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-107.

---

### **Motion:**

I move to approve Resolution #2023-107.

---

### **Background:**

Kenly Farms Lighting Improvement District was formed on September 23, 2004 (Resolution 2004-183). Since the time of formation, new parcels have been formed in and around the original SLID boundary.

We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all of the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. 5 (estimated) new lights are proposed within this enlargement which are local and will be billed to the Kenly Farms Lighting Improvement District SLID. The arterial roads (if applicable) will be billed to the City's SLID account.

---

### **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 streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of ad valorem of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

---

### **Policy Compliant:**

The 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 nominal, as the ratio of the new lights to existing lights is minimal.

---

**Budget Impact:**

At this time, no impact on the FY2024 budget is anticipated. The ratio of new lights to existing lights is minimal. Therefore, any increase in energy expenses can be absorbed. The FY2025 budget will be set to include the enlargement. A separate fund for this district is currently in place to track the revenue and expenses.

**FTE Impact:**

This action does not change the full-time equivalent count.

---

**ATTACHMENTS:**

1. 01 Res 2023-107 SLID Enlargement Kenly Farms 2023- Surprise Logistics
  2. 02- Petition- enlarge
  3. 03- Streetlight Plans
  4. 04- council map-Streetlight Map
-



## RESOLUTION # 2023-107

### **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA *KENLY FARMS LIGHTING IMPROVEMENT DISTRICT* AND ORDERING SUCH ENLARGEMENT.**

**WHEREAS**, on *September 23, 2004* the Mayor and City Council of the City of Surprise adopted Resolution No. 2004-183, ordering the formation of the City of Surprise, Arizona *Kenly Farms Lighting Improvement District* (the "District") for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

**WHEREAS**, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district ("SLID") when proper notice has been given to the owners of property that will be added to the SLID in accordance with Ariz. Rev. Stat. Title 48, Chapter 4, Article 2;

**WHEREAS**, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to adopt the resolution ordering the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

**WHEREAS**, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as "Petitioners") acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this resolution, with such boundaries as shown in the map in Exhibit B to this resolution; and

**WHEREAS**, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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

**Section 1.** *District Enlargement.* The City of Surprise, Arizona *Kenly Farms Lighting Improvement District* shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2024/2025 will apply to the District as enlarged by this Resolution.

**Section 2.** *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Kristi Passarelli, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

## EXHIBIT A

### Legal Description

# EXHIBIT A

## LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 21 BEARS NORTH 00°01'25" WEST, A DISTANCE OF 2635.13 FEET;

THENCE ALONG THE EAST LINE OF SAID SECTION 21, NORTH 00°01'25" WEST, A DISTANCE OF 925.20 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID EAST LINE, NORTH 89°34'47" WEST, A DISTANCE OF 905.00 FEET;

THENCE SOUTH 00°01'25" WEST, A DISTANCE OF 819.97 FEET;

THENCE NORTH 89°35'23" WEST, A DISTANCE OF 404.91 FEET;

THENCE NORTH 00°08'13" EAST, A DISTANCE OF 1068.26 FEET;

THENCE NORTH 45°18'47" WEST, A DISTANCE OF 30.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS BEARS NORTH 45°18'47" WEST, A DISTANCE OF 1842.70 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°59'53", AN ARC LENGTH OF 442.87 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 60°05'44", AN ARC LENGTH OF 524.43 FEET;

THENCE SOUTH 89°12'56" EAST, A DISTANCE OF 622.50 FEET TO THE EAST LINE OF SAID SECTION 21;

CHAD W. HUBER  
RLS 35316  
7740 N. 16TH STREET, SUITE 300  
PHOENIX, ARIZONA 85020  
PH. 602-837-5511  
chad.huber@kimley-horn.com

|                                                 |                 |                   |                         |                    |                  |
|-------------------------------------------------|-----------------|-------------------|-------------------------|--------------------|------------------|
| <b>Kimley»Horn</b>                              |                 |                   |                         |                    |                  |
| 7740 N. 16TH ST, Suite 300<br>PHOENIX, AZ 85020 |                 |                   | Tel. No. (602) 837-5511 |                    |                  |
| <u>Scale</u>                                    | <u>Drawn by</u> | <u>Checked by</u> | <u>Date</u>             | <u>Project No.</u> | <u>Sheet No.</u> |
| N/A                                             | CWH             | CWH               | 12/12/2022              | 291540001          | 1 OF 3           |

# EXHIBIT A LEGAL DESCRIPTION

THENCE ALONG SAID EAST LINE, SOUTH 00°01'25" WEST, A DISTANCE OF 864.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,329,593 SQUARE FEET OR 30.523 ACRES, MORE OR LESS.



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RLS 35316  
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PHOENIX, ARIZONA 85020  
PH. 602-837-5511  
chad.huber@kimley-horn.com

**Kimley»Horn**

7740 N. 16TH ST., Suite 300  
PHOENIX, AZ 85020

Tel. No. (602) 837-5511

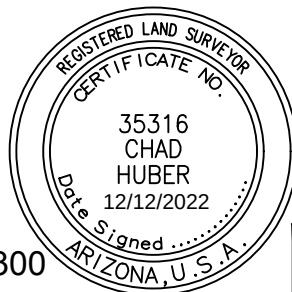
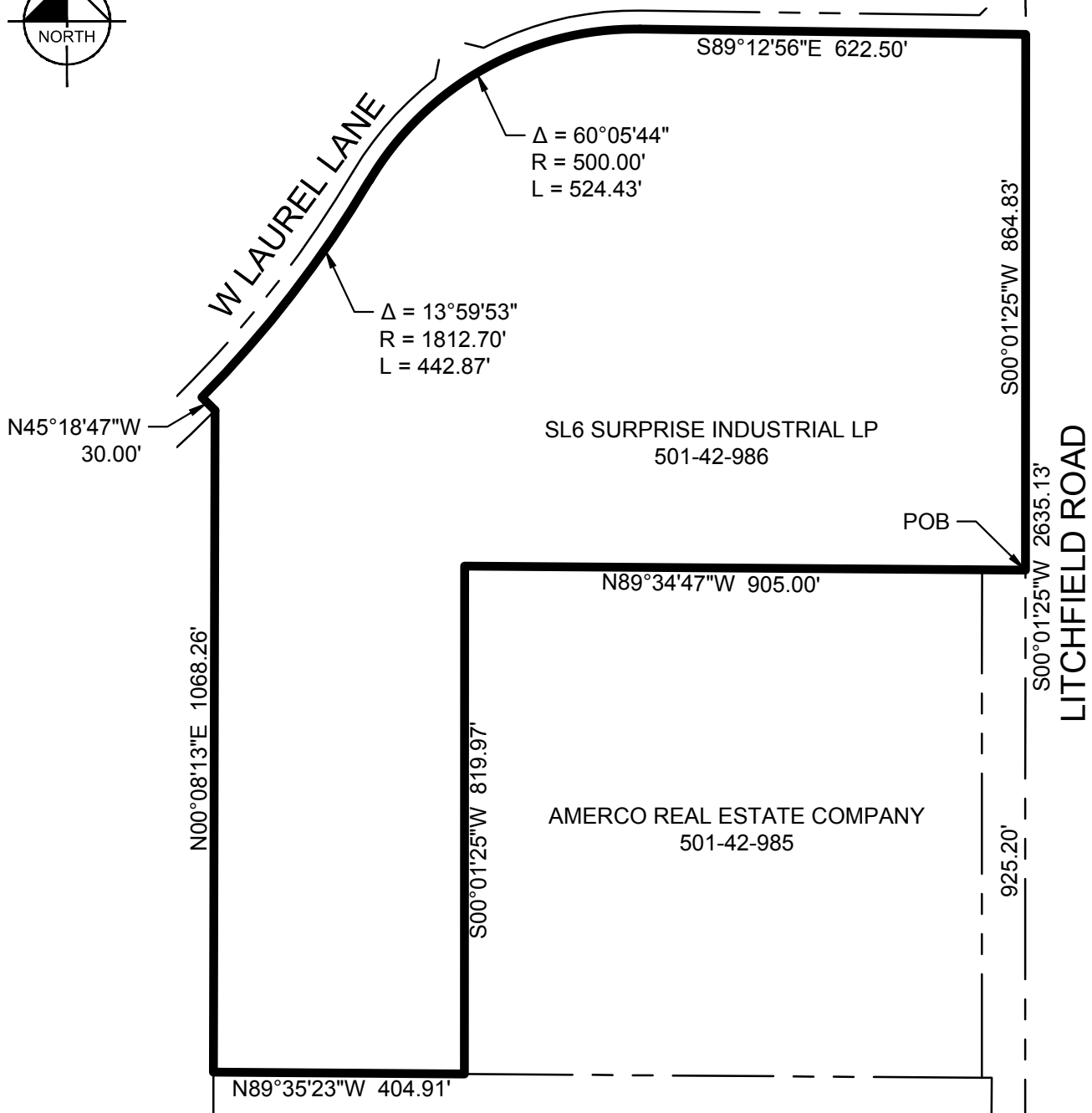
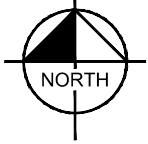
| Scale | Drawn by | Checked by | Date       | Project No. | Sheet No. |
|-------|----------|------------|------------|-------------|-----------|
| N/A   | CWH      | CWH        | 12/12/2022 | 291540001   | 2 OF 3    |

## EXHIBIT B

### Map

# EXHIBIT B

NE CORNER  
SEC. 21, T3N, R1W



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PHOENIX, ARIZONA 85020  
PH. 602-837-5511  
chad.huber@kimley-horn.com

E 1/4 CORNER  
SEC. 21, T3N, R1W

**Kimley»Horn**

7740 N. 16TH ST, Suite 300  
PHOENIX, AZ 85020

Tel. No. (602) 837-5511

| Scale  | Drawn by | Checked by | Date       | Project No. | Sheet No. |
|--------|----------|------------|------------|-------------|-----------|
| N.T.S. | CWH      | CWH        | 12/12/2022 | 291540001   | 3 OF 3    |

## STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

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, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit 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 enlarge the existing District, 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.

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 enlarge 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 existing street light improvements district to be enlarged:

Kenly Farms

*(Leave Blank - to be assigned by City staff)*

PETITIONERS: Please print and sign your name

| PRINT BUSINESS/<br>PETITIONER'S NAME | ADDRESS OF PROPERTY<br>OWNED WITHIN DISTRICT | ASSESSOR<br>PARCEL # | SIGNATURE    |
|--------------------------------------|----------------------------------------------|----------------------|--------------|
| SLG Surprise Industrial, LP          | SW corner of Litchfield Rd &<br>Laurel Lane  | 501-42-986           | Tina E. Lora |
|                                      |                                              |                      |              |
|                                      |                                              |                      |              |
|                                      |                                              |                      |              |





**RATE SCHEDULE E-68**  
**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 after December 1, 2021.

DESCRIPTION

E-68 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 PERIOD

Dusk: The 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 fixture and energy charges, plus adjustments:

I. FIXTURES (Includes Mounting Arm, if applicable)

| Fixture Equipment Class | Fixture Cost Range (per unit) | Investment by Company Monthly Rate | Investment by Others Monthly Rate |
|-------------------------|-------------------------------|------------------------------------|-----------------------------------|
| A                       | \$ 1 - \$ 430                 | \$5.72                             | \$1.75                            |
| B                       | \$ 431 - \$ 520               | \$6.97                             | \$2.12                            |
| C                       | \$ 521 - \$ 640               | \$8.36                             | \$2.60                            |
| D                       | \$ 641 - \$ 820               | \$9.99                             | \$3.32                            |
| E                       | \$ 821 - \$ 910               | \$12.64                            | \$3.68                            |
| F                       | \$ 911 - \$ 1,010             | \$14.07                            | \$4.08                            |
| G                       | \$ 1,011 - \$ 1,110           | \$15.38                            | \$4.49                            |
| H                       | \$ 1,111 - \$ 1,250           | \$17.44                            | \$5.04                            |
| I                       | \$ 1,251 - \$ 1,520           | \$19.40                            | \$6.12                            |
| J                       | \$ 1,521 - \$ 1,670           | \$23.65                            | \$6.73                            |
| K                       | \$ 1,671 - \$ 1,850           | \$26.29                            | \$7.45                            |

Note: Equipment cost greater than \$1,850 shall be Customer owned.



II. ENERGY (Includes Generation, T&D, RCS & SBC)

Monthly energy charges for new lighting fixtures will be determined by the Company using the following method:

$$\text{kWh} = \text{Fixture Wattage} \times 344 \text{ Usage Hours}$$

$$\text{Generation} = \text{kWh per month} \times \$ 0.06621$$

$$\text{T\&D, RCS, System Benefits} = \text{kWh per month} \times \$ 0.02682$$

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 kWh reflects 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. kWh is determined by the company based on the rated wattage of the equipment and an established average hourly usage per month.
5. 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).



**RATE SCHEDULE E-68**  
**CLASSIFIED SERVICE**  
**STREET LIGHTING SERVICE**

III. POLES

|                                         |              |                       | CHARGES |                             |                            |
|-----------------------------------------|--------------|-----------------------|---------|-----------------------------|----------------------------|
|                                         |              |                       | Height  | Investment<br>by<br>Company | Investment<br>by<br>Others |
| A. Anchor Base<br>Mounted<br>(Flush)    | Round Steel  | 1 Simplex<br>Adapter  | 12 ft.  | \$12.84                     | \$1.77                     |
|                                         |              |                       | 22 ft.  | \$14.45                     | \$1.99                     |
|                                         |              |                       | 25 ft.  | \$15.64                     | \$2.16                     |
|                                         |              |                       | 30 ft.  | \$17.96                     | \$2.47                     |
|                                         |              |                       | 32 ft.  | \$18.87                     | \$2.50                     |
|                                         |              | 2 Simplex<br>Adapters | 12 ft.  | \$13.69                     | \$1.89                     |
|                                         |              |                       | 22 ft.  | \$15.73                     | \$2.17                     |
|                                         |              |                       | 25 ft.  | \$16.41                     | \$2.26                     |
|                                         |              |                       | 30 ft.  | \$19.07                     | \$2.63                     |
|                                         |              |                       | 32 ft.  | \$20.34                     | \$2.81                     |
|                                         | Square Steel | 5"                    | 13 ft.  | \$14.72                     | \$2.02                     |
|                                         |              |                       | 15 ft.  | \$13.15                     | \$1.81                     |
|                                         |              |                       | 23 ft.  | \$15.60                     | \$2.15                     |
|                                         |              |                       | 25 ft.  | \$17.15                     | \$2.36                     |
|                                         |              |                       | 28 ft.  | \$19.04                     | \$2.62                     |
|                                         |              |                       | 32 ft.  | \$18.93                     | \$2.61                     |
|                                         | Concrete     |                       | 12 ft.  | \$43.87                     | \$6.04                     |
| Fiberglass                              |              | 12 ft.                | \$37.15 | \$5.11                      |                            |
| Decorative Transit                      | 4"           | 16 ft.                | \$36.22 | \$5.00                      |                            |
| Decorative Transit                      | 6"           | 30 ft.                | \$69.93 | \$9.63                      |                            |
| Hinged Poles                            | Square       | 15 ft.                | \$13.92 | \$1.14                      |                            |
|                                         | Round        | 19 ft.                | \$12.59 | \$1.03                      |                            |
| B. Anchor Base<br>Mounted<br>(Pedestal) | Round Steel  | 1 Simplex<br>Adapter  | 12 ft.  | \$12.35                     | \$1.69                     |
|                                         |              |                       | 22 ft.  | \$13.97                     | \$1.92                     |
|                                         |              |                       | 25 ft.  | \$15.14                     | \$2.09                     |
|                                         |              |                       | 30 ft.  | \$17.48                     | \$2.42                     |
|                                         |              |                       | 32 ft.  | \$18.37                     | \$2.53                     |
|                                         |              | 2 Simplex<br>Adapters | 12 ft.  | \$13.19                     | \$1.81                     |
|                                         |              |                       | 22 ft.  | \$14.74                     | \$2.02                     |
|                                         |              |                       | 25 ft.  | \$15.91                     | \$2.18                     |
|                                         |              |                       | 30 ft.  | \$18.58                     | \$2.55                     |
|                                         |              |                       | 32 ft.  | \$19.84                     | \$2.73                     |
|                                         |              |                       | 3 Bolt  | 32 ft.                      | \$22.80                    |
|                                         |              | Square Steel          | 5"      | 13 ft.                      | \$14.24                    |
|                                         | 15 ft.       |                       |         | \$14.56                     | \$1.99                     |
|                                         | 23 ft.       |                       |         | \$15.11                     | \$2.09                     |
|                                         | 25 ft.       |                       |         | \$16.67                     | \$2.31                     |
|                                         | 28 ft.       |                       |         | \$18.52                     | \$2.55                     |
|                                         | 32 ft.       |                       |         | \$19.23                     | \$2.63                     |



**RATE SCHEDULE E-68**  
**CLASSIFIED SERVICE**  
**STREET LIGHTING SERVICE**

III. POLES (cont.)

|                   |                                                            |         | CHARGES                     |                            |        |
|-------------------|------------------------------------------------------------|---------|-----------------------------|----------------------------|--------|
|                   |                                                            |         | Investment<br>by<br>Company | Investment<br>by<br>Others |        |
|                   |                                                            |         | Height                      |                            |        |
| C. Direct<br>Bury | Round Steel                                                |         | 19 ft.                      | \$19.43                    | \$2.68 |
|                   |                                                            |         | 30 ft.                      | \$15.17                    | \$2.81 |
|                   |                                                            |         | 38 ft.                      | \$18.51                    | \$2.88 |
|                   |                                                            | Self    | 40 ft.                      | \$22.80                    | \$3.61 |
|                   |                                                            | Stepped | 25 ft.                      | \$52.45                    | \$4.28 |
|                   |                                                            |         | 32 ft.                      | \$55.24                    | \$4.51 |
|                   |                                                            |         | 49 ft.                      | \$68.57                    | \$9.45 |
|                   | Square Steel                                               | 4"      | 34 ft.                      | \$16.74                    | \$2.90 |
|                   |                                                            | 5"      | 20 ft.                      | \$15.90                    | \$2.63 |
|                   |                                                            |         | 30 ft.                      | \$16.57                    | \$2.73 |
|                   |                                                            |         | 38 ft.                      | \$17.98                    | \$3.12 |
|                   |                                                            | 8"      | 28 ft.                      | \$30.01                    | \$2.44 |
|                   |                                                            |         | 32 ft.                      | \$31.37                    | \$2.57 |
|                   | Decorative Transit                                         |         | 41 ft 6                     | \$21.60                    | \$3.17 |
|                   | Decorative Transit                                         | 47 ft.  | \$26.91                     | \$3.96                     |        |
|                   | Steel Distribution Pole (for lighting only)                | 35 ft.  | \$24.84                     | \$3.27                     |        |
| D. Post<br>Top    | Decorative Transit Anchor<br>Base                          |         | 16 ft.                      | \$37.00                    | \$5.08 |
|                   | Gray Steel/Fiberglass                                      |         | 23 ft.                      | \$12.83                    | \$2.11 |
|                   | Black Steel                                                |         | 23 ft.                      | \$14.14                    | \$2.33 |
|                   | E. Existing distribution pole suitable for streetlight use |         |                             | \$1.56                     | --     |

IV. ANCHOR BASE

|             |                               | CHARGES  |                          |                            |
|-------------|-------------------------------|----------|--------------------------|----------------------------|
|             |                               | Height   | Investment<br>by Company | Investment<br>by<br>Others |
|             |                               |          |                          |                            |
| A. Flush    |                               | 4 ft.    | \$10.45                  | \$1.44                     |
|             |                               | 6 ft.    | \$12.47                  | \$2.16                     |
| B. Pedestal |                               | 8 ft.    | \$14.29                  | \$2.49                     |
|             | For 32' Round Steel Pole only | 4 ft. 6" | \$9.91                   | \$1.71                     |



**RATE SCHEDULE E-68**  
**CLASSIFIED SERVICE**  
**STREET LIGHTING SERVICE**

**V. CHARGES FOR OPTIONAL OR ADDITIONAL COMPANY OWNED EQUIPMENT**

| Underground Circuit Charges                      |           |
|--------------------------------------------------|-----------|
| a. Per foot of cable, installed under paving     | \$0.16652 |
| b. Per foot of cable, not installed under paving | \$0.05877 |

**TRIP CHARGE**

A \$150.00 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. Direct Access Customers returning to Standard Offer service may be subject to a Returning Customer Direct Access Charge, Adjustment Schedule RCDAC-1.
7. The Tax Expense Adjustor Mechanism charge, Adjustment Schedule TEAM
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-68  
CLASSIFIED SERVICE  
STREET LIGHTING SERVICE**

---

2. The Customer's bill will not be reduced due to photocontrol or cable repair or replacement outages.
3. 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.
4. 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.
5. 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, maintenance, or service agreement.



|  |  |  |  |  |             |
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|  |  |  |  |  | APPR        |
|  |  |  |  |  | DATE        |
|  |  |  |  |  | BY          |
|  |  |  |  |  | DESCRIPTION |
|  |  |  |  |  | REV         |

**LANDSCAPE ARCHITECT**  
KIMLEY-HORN AND ASSOCIATES, INC.  
7740 N. 16TH STREET, SUITE 300  
PHOENIX, AZ 85020  
PH: (602) 944-5500  
CONTACT: ANDREW VALESTIN, PLA

**LAND SURVEYOR**  
KIMLEY-HORN AND ASSOCIATES, INC  
7740 N. 16TH STREET, SUITE 300  
PHOENIX, AZ 85020  
PH: (602) 944-5500  
CONTACT: CHAD HUBER, RLS

**ARCHITECT**  
POWERS BROWN ARCHITECTURE  
1580 LINCOLN STREET, SUITE 480  
DENVER, CO 80203  
PH: (303) 225-3345  
CONTACT: BRYANT MAZZETTI, AIA

**CIVIL ENGINEER**  
KIMLEY-HORN AND ASSOCIATES, INC.  
7740 N. 16TH STREET, SUITE 300  
PHOENIX, AZ 85020  
PH: (602) 944-5500  
CONTACT: TRAVER JONES, PE

**OWNER/DEVELOPER**  
STONELAKE CAPITAL PARTNERS  
100 CRESCENT COURT, SUITE 850  
DALLAS, TX 75210  
OFFICE: (214) 220-7249  
CONTACT: TRAVIS EICKENHORST

**UTILITY COMPANIES**  
**POWER COMPANY**  
ARIZONA PUBLIC SERVICE COMPANY  
400 N 5TH STREET  
PHOENIX, ARIZONA 85004  
TEL. NO. (602) 371-3614

**TELEPHONE COMPANY**  
CENTURYLINK  
135 W ORION ST. 1ST FLOOR  
TEMPE, ARIZONA 85283  
TEL NO. (602) 630-5480

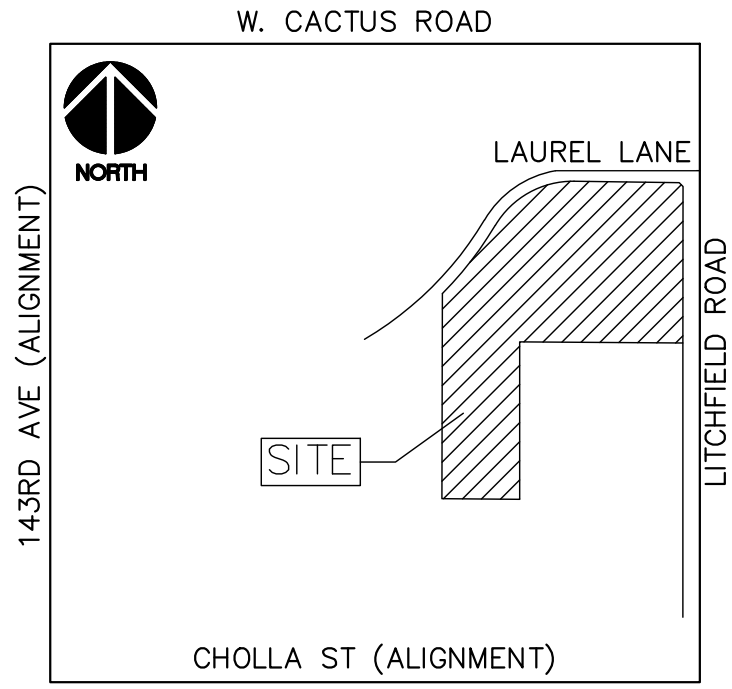
**CABLE TV**  
COX COMMUNICATIONS  
3010 W. AGUA FRIA FREEWAY  
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TEL. NO. (623) 328-3709

**GAS COMPANY**  
SOUTHWEST GAS COMPANY  
1600 E. NORTHERN AVENUE  
PHOENIX, ARIZONA 85020-3982  
TEL. NO. (877) 860-6020

**SANITARY SEWER AND WATER**  
CITY OF SURPRISE  
WATER RESOURCE MANAGEMENT  
16000 N CIVIC CENTER PLAZA  
SURPRISE, ARIZONA 85374  
PH: (623) 222-7100

# STREET LIGHTING IMPROVEMENT PLANS FOR SURPRISE LOGISTICS PARK SWC OF N. LITCHFIELD ROAD & W. LAUREL LANE SURPRISE, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 1  
WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



**VICINITY MAP**  
CITY OF SURPRISE  
N.T.S.

## ARIZONA PUBLIC SERVICE (APS) NOTES

- CONTRACTOR SHALL CONTACT APS INSPECTOR IDENTIFIED ON THE APS CONSTRUCTION DRAWING FOR PRE-CONSTRUCTION MEETING PRIOR TO ANY EXCAVATION.
- CONTRACTOR TO SUPPLY AL TRENCH AND CONDUIT, PER APS REQUIREMENTS, UNLESS OTHERWISE NOTED.
- GRADE STAKE WILL BE SET WITHIN 2' OF PULL BOX LOCATION
- CONTRACTOR WILL COORDINATE WITH APS AND CITY OF SURPRISE FOR DE-ENERGIZING OF STREETLIGHT CONDUCTOR.
- GROUND ROD TO BE PROVIDED AND INSTALLED BY CONTRACTOR IN APS PULL BOX AT EACH STREETLIGHT LOCATION.
- IF THE CONTRACTOR INSTALLS THE POLE, THE BARE #6 COPPER GROUND WIRE SHALL BE CONNECTED FROM THE GROUND ROD IN THE APS PULL BOX TO THE GROUND CONNECTION IN THE HAND HOLE.
- ALL TRENCH AND CONDUIT TO BE INSPECTED BY APS. DO NOT BACKFILL UNTIL INSPECTED.
- APS CONSTRUCTION PRINT MUST BE USED AS A TRENCHING REFERENCE. TRENCHING VARIATIONS MUST HAVE WRITTEN APS APPROVAL. FOLLOW DETAILS FOR CONSTRUCTION. VARIATIONS IN TRENCH ROUTE MAY RESULT IN A REDESIGN FEE.
- CONTACT APS FOR ALL TRENCH AND CONDUIT SPECIFICATIONS AND REQUIREMENTS
- CONTRACTOR IS RESPONSIBLE FOR INTEGRITY OF ALL CONDUITS UNTIL APS HAS INSTALLED CONDUCTORS.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING REQUIRED VARIANCES PRIOR TO SUBMITTING CIP DRAWINGS TO THE UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING VERTICAL AND HORIZONTAL CLEARANCES TO EXISTING OVERHEAD LINES AND POLES WHEN PLACING NEW STREETLIGHTS.

| PROPOSED STREET LIGHT POLE QUANTITIES  |      |          |
|----------------------------------------|------|----------|
| DESCRIPTION                            | UNIT | QUANTITY |
| LUMINAIRE (TYPE III) (ERLH-0-11-C3-30) | EA   | 9        |
| PULL BOX                               | EA   | 5        |
| CONDUIT (1")                           | LF   | 40       |

**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 SPECIFICATIONS AT THE TIME OF BIDDING AND CONSTRUCTION.

**STREETLIGHT NOTE:**  
ENSURE THERE IS A 1' CLEARANCE FROM THE EDGE OF THE SIDE WALK TO THE FACE OF THE POLE.

## ABBREVIATIONS

|        |                                      |
|--------|--------------------------------------|
| COS    | CITY OF SURPRISE                     |
| ADOT   | ARIZONA DEPARTMENT OF TRANSPORTATION |
| HPS    | HIGH-PRESSURE SODIUM                 |
| LED    | LIGHT EMITTING DIODE                 |
| MAG    | MARICOPA ASSOCIATION OF GOVERNMENTS  |
| N.T.S. | NOT TO SCALE                         |
| PVC    | POLYVINYL CHLORIDE                   |
| APS    | ARIZONA PUBLIC SERVICE               |
| STD    | STANDARD                             |
| EDS    | ENGINEERING DESIGN STANDARDS         |

## STREET LIGHTING LEGEND

|  |                                |
|--|--------------------------------|
|  | EXISTING DOUBLE STREET LIGHT   |
|  | PROPOSED STREET LIGHT          |
|  | PROPOSED RETROFIT STREET LIGHT |
|  | PROPOSED APS PULL BOX          |

## 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 LAWS OR ORDINANCES.

CITY OF SURPRISE ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

| SHEET INDEX |       |                                              |
|-------------|-------|----------------------------------------------|
| NO.         | SHEET | SHEET TITLE                                  |
| 1           | PH1   | STREET LIGHTING IMPROVEMENT PLAN COVER SHEET |
| 2           | PH2   | STREETLIGHT PLAN                             |
| 3           | PH3   | PHOTOMETRIC PLAN                             |
| 4           | PH4   | DETAILS                                      |



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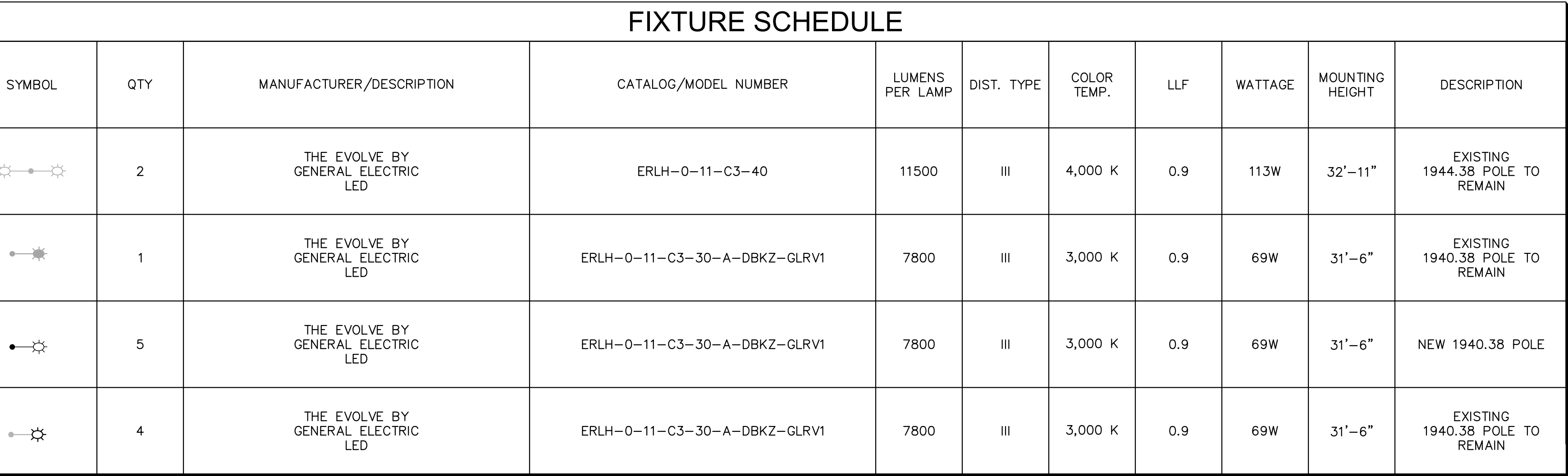
**Stonelake**  
CAPITAL PARTNERS

SWC OF N. LITCHFIELD ROAD & W. LAUREL LANE  
**STREET LIGHTING IMPROVEMENT  
PLAN COVER SHEET**  
SURPRISE, ARIZONA 85379

|                                    |
|------------------------------------|
| PROJECT No.<br>291540001           |
| SCALE (H): NONE<br>SCALE (V): NONE |
| DRAWN BY: EAE                      |
| DESIGN BY: EAE                     |
| CHECK BY: BRB                      |
| DATE: 02/03/23                     |
|                                    |
| Expires 06/30/24                   |
| <b>PH1</b><br>1 OF 4 SHEETS        |



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**KEY MAP**  
N.T.S.

LITCHFIELD ROAD & W. LAUREL LANE

**STREETLIGHT PLAN**

SURPRISE, ARIZONA 85379

PROJECT No.  
291540001

SCALE (H): 1"=40'

SCALE (V): NONE

DRAWN BY: EAE

DESIGN BY: EAE

CHECK BY: BRB

DATE: 02/03/23

Professional Engineer  
REGISTERED  
66769  
William R.  
Bradshaw  
Date Signed 02/03/23  
ARIZONA, U.S.A.  
Expires 06/30/24

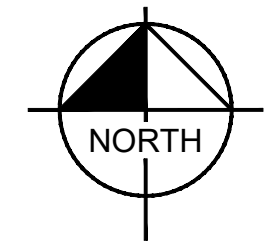
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**PH2**

2 OF 4 SHEETS



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| PHOTOMETRIC DESIGN CRITERIA                            |                                 |                                 |
|--------------------------------------------------------|---------------------------------|---------------------------------|
| PUBLIC STREET LIGHTING REQUIREMENTS : COLLECTOR STREET |                                 |                                 |
| AVERAGE LUMINANCE<br>(LUX)<br>0.40                     | AVERAGE/MINIMUM<br>(LUX)<br>4.0 | MAXIMUM/MINIMUM<br>(LUX)<br>8.0 |



**Kimley»»Horn**

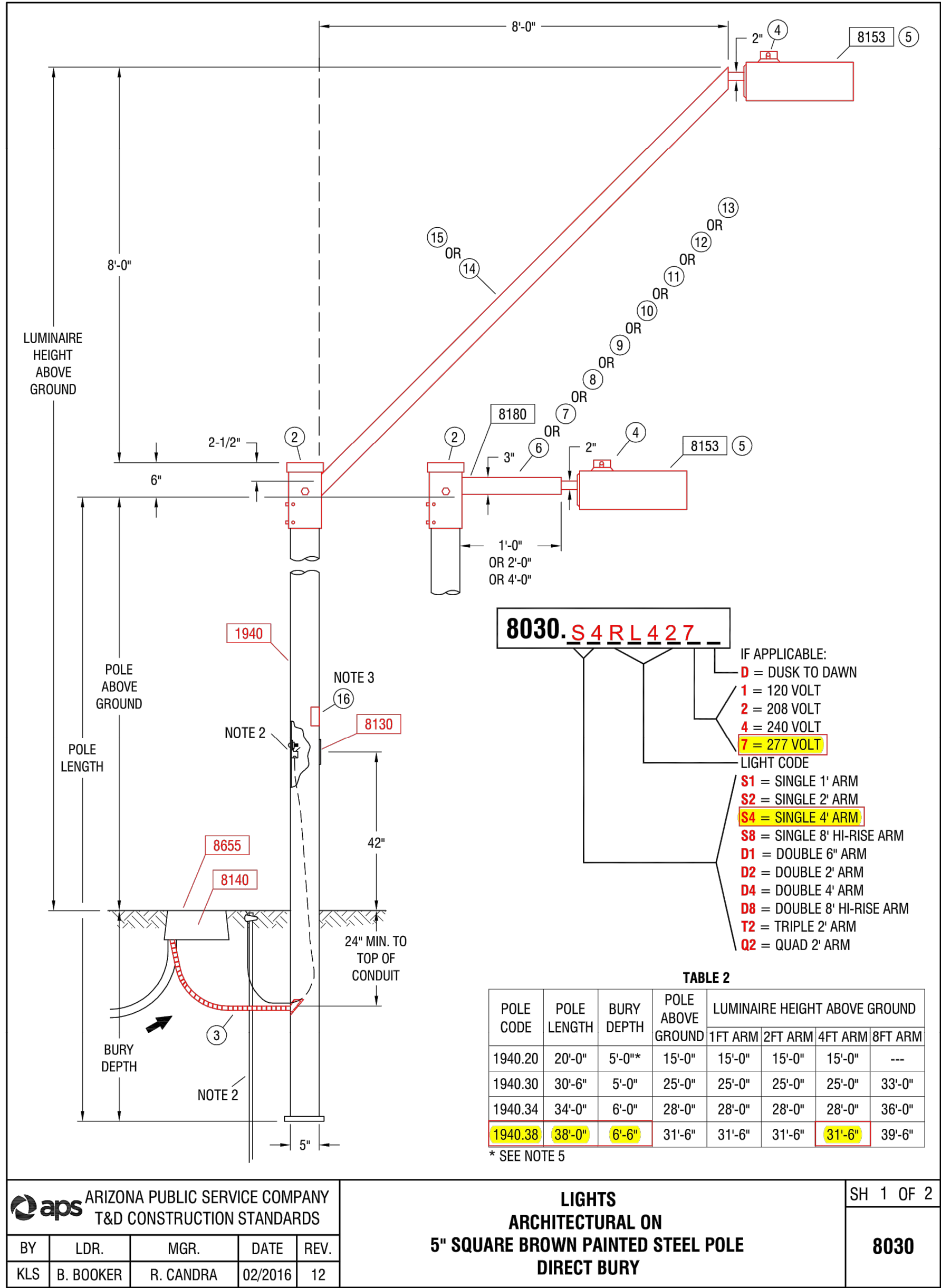
**PHOTOMETRIC PLAN**

Expires 06/30/24  
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**PH3**  
3 OF 4 SHEETS



| REV | DESCRIPTION | BY | DATE | APPR |
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XREFS: X540001OS X540001BM X540001VF X540001TS-UT X540001OT X540001KM X540001PH catic points, notes and cover for manholes and manholes, reduce  
of and wherever reliance on this document without written authorization and adaptation by KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



**NOTES:**

- ADJUST PHOTO EYE TO FACE NORTH.
- 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.
- SIGN, "NOTICE THIS POLE IS OWNED AND MAINTAINED BY APS. DISCONNECT INSIDE", IS REQUIRED ON ALL DUSK-TO-DAWN AND AREA LIGHTING APPLICATIONS.
- POLES THAT HAVE MORE THAN ONE LUMINAIRE REQUIRE A SEPARATE CIRCUIT WITH FUSING FROM THE J-BOX TO EACH LUMINAIRE.
- USING THE 20'-0" POLE TO MATCH THE 18'-0" PEDESTRIAN LIGHT MOUNTING HEIGHT REDUCE POLE BURY DEPTH TO 4'-0".
- THE BROWN PHOTO CONTROL IS A FAIL OFF CONTROL AND SHALL BE USED WITH ALL INDUCTION AND LED LUMINAIRES.
- ON 277 VOLT STREET LIGHT CIRCUITS, INSTALL A "277 VOLT" MICARTA TAG ON CABLE IN J-BOX. TAG PROVIDED BY SPEC 8129.
- THE LUMINAIRE SHOWN IS RECOMMENDED FOR THIS MOUNTING HEIGHT. SEE 8153 FOR ADDITIONAL BROWN ARCHITECTURAL LUMINAIRES.
- THE TWO ARMED TENON BRACKET POSITIONS THE DOUBLE ARM 180 DEGREES APART.
- TO ACCOMMODATE LESS THAN THE SPECIFIED LUMINAIRE MOUNTING HEIGHT, A SHOP ORDER IS REQUIRED TO HAVE A PORTION FROM THE TOP OF THE POLE CUT OFF. THE TENON ARM BRACKET SLIDES OVER AND COVERS THE CUT PORTION OF THE POLE.
- IN-LINE FUSE FOR UNDERGROUND FEEDS, SEE 8130-8140.
- FOR PEDESTRIAN ONLY APPLICATIONS SEE 8030.

**TABLE 1**

| LIGHT CODE | APN      | WATTS | K    | TYPE  | VOLTS           | INITIAL LUMENS | MOUNTING HEIGHT |
|------------|----------|-------|------|-------|-----------------|----------------|-----------------|
| AH16       | 00099450 | 100   | 2100 | HPS   | 120/208/240/277 | 9,500          | SEE TABLE 2     |
| AH17       | 00099451 | 150   |      |       | 120/208/240/277 | 16,000         |                 |
| AH18       | 00099452 | 250   |      |       | 120/208/240/277 | 30,000         |                 |
| AH19       | 00099454 | 400   |      |       | 120/208/240/277 | 50,000         |                 |
| RN40       | 00128250 | 55    | 2700 | HPS   | 120/208/240/277 | 3,500          | SEE TABLE 2     |
| RN41       | 00126667 | 100   |      |       | 120/208/240/277 | 8,400          |                 |
| RN42       | 00132846 | 120   |      |       | 120/208/240/277 | 10,200         |                 |
| RN43       | 00132850 | 150   |      |       | 120/208/240/277 | 13,000         |                 |
| RN44       | 00121153 | 200   | 5000 | IND   | 120/208/240/277 | 15,250         | SEE TABLE 2     |
| RN45       | 00116527 | 250   |      |       | 120/208/240/277 | 22,500         |                 |
| RL40       | 00141047 | 32    |      |       | 120/208/240/277 | 3,800          |                 |
| RL41       | 00141048 | 41    |      |       | 120/208/240/277 | 4,800          |                 |
| RL42       | 00141049 | 88    | 3000 | LED S | 120/208/240/277 | 8,200          | SEE TABLE 2     |
| RL43       | 00141050 | 108   |      |       | 120/208/240/277 | 11,000         |                 |
| RL44       | 00141051 | 162   |      |       | 120/208/240/277 | 19,000         |                 |
| RL50       | 00128251 | 45    |      |       | 120/208/240/277 | 4,300          |                 |
| RL52       | 00126804 | 60    | 4000 | LED S | 120/208/240/277 | 5,400          | SEE TABLE 2     |
| RL53       | 00126805 | 95    |      |       | 120/208/240/277 | 8,600          |                 |
| RL54       | 00126806 | 113   |      |       | 120/208/240/277 | 10,000         |                 |
| RL56       | 00128365 | 257   |      |       | 120/208/240/277 | 19,200         |                 |
| AL56       | 00113722 | 62    | 4000 | LED M | 120/208/240/277 | 7,100          | SEE TABLE 2     |
| AL58       | 00129911 | 72    |      |       | 120/208/240/277 | 8,300          |                 |
| AL60       | 00113723 | 119   |      |       | 120/208/240/277 | 12,900         |                 |
| AL61       | 00116525 | 119R* |      |       | 120/208/240/277 | 12,900         |                 |
| AL62       | 00116526 | 119L* | 1700 | LPS   | 120/208/240/277 | 12,900         | SEE TABLE 2     |
| AL65       | 00107462 | 144   |      |       | 120/208/240/277 | 15,400         |                 |
| AS20       | 33806772 | 55    |      |       | 120/240         | 8,000          |                 |
| AS21       | 33806774 | 90    |      |       | 120/240         | 13,500         |                 |
| AS22       | 33806776 | 135   | 1700 | LPS   | 120/240         | 22,500         | SEE TABLE 2     |
| AS23       | 33806778 | 180   |      |       | 120/240         | 33,000         |                 |

\* CALL STANDARDS ENGINEERING FOR APPLICATION

**MATERIAL LIST**

| ITEM | QTY | DESCRIPTION                   | APN      |
|------|-----|-------------------------------|----------|
| 1    | -   | BRACKET ARCH SLIP BOLTED      | 00092251 |
| 2    | 1   | CAP STLT SQ-P 5.5" ARM        | 00100036 |
| 3    | 10  | CONDUIT 1" PVC FLEX CORR      | 32900891 |
| 4    | 1   | CONTROL PHOTO MULTI BR-20     | 00073241 |
| 5    | 1   | LUMINAIRE - SEE TABLE 1       |          |
| 6    | -   | MAST ARM STLT 3" SQ X 1' DBL  | 00121154 |
| 7    | 1   | MAST ARM STLT 3" SQ X 1' SGL  | 00088370 |
| 8    | -   | MAST ARM STLT 3" SQ X 2' DBL  | 33701117 |
| 9    | -   | MAST ARM STLT 3" SQ X 2' QUAD | 00052665 |
| 10   | -   | MAST ARM STLT 3" SQ X 2' SGL  | 33701116 |
| 11   | -   | MAST ARM STLT 3" SQ X 2' TPL  | 00052664 |
| 12   | -   | MAST ARM STLT 3" SQ X 4' DBL  | 00073267 |
| 13   | -   | MAST ARM STLT 3" SQ X 4' SGL  | 00061738 |
| 14   | -   | MAST ARM STLT 3" SQ X 8' SGL  | 33701120 |
| 15   | -   | MAST ARM STLT 8 BOLT-ON       | 00092252 |
| 16   | 1   | SIGN POLE OWNED BY APS        | 00050092 |

A APS CONSTRUCTION STANDARDS



PROJECT No.  
291540001  
SCALE (H): NONE  
SCALE (V): NONE  
DRAWN BY: EAE  
DESIGN BY: EAE  
CHECK BY: BRB  
DATE: 02/03/23



Expires 06/30/24  
PH4  
4 OF 4 SHEETS

SWC OF N. LITCHFIELD ROAD & W. LAUREL LANE

DETAILS

SURPRISE, ARIZONA 85379

Kimley»Horn

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Phoenix, Arizona 85020 (602) 944-5500

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CAPITAL PARTNERS

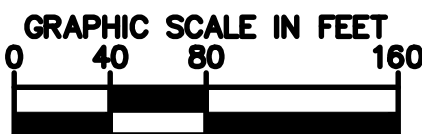


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— —

SLID BOUNDARY  
NEW STREET LIGHT  
EXISTING STREET LIGHT  
EXISTING POLE WITH NEW LUMINAIRE



Contact Arizona 811 at least two full working days before you begin excavation

**ARIZONA 811**

Call 811 or click [Arizona811.com](http://Arizona811.com)

|            |           |
|------------|-----------|
| PROJECT No | 291540001 |
| SCALE (H): | 1"=8'     |
| SCALE (V): | NON       |
| DRAWN BY:  | LMW       |
| DESIGN BY: | BEQ       |
| CHECK BY:  | TMJ       |
| DATE:      | 01/05/23  |



1 OF 1 SHEETS

# Kimley»Horn

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7740 North 16th Street, Suite 300  
Phoenix, Arizona 85020 (602) 944-5500



**Stonelake**  
CAPITAL PARTNERS



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 15, 2023  
Submitting Department: Public Works  
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director  
District: District 1

---

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

---

### **Agenda Wording:**

Consideration and action declaring the intent to enlarge an existing lighting improvement district known as City of Surprise, Arizona, SU-AustinRanchEast pursuant to A.R.S. § 48-616 for the purpose of purchasing facilities and energy for lighting the public streets; Resolution #2023-110.

---

### **Motion:**

I move to approve Resolution #2023-110.

---

### **Background:**

SU-AustinRanchEast was formed on October 16, 2018 (Resolution 2018-145) and then an enlargement was formed on September 1, 2020. Since the time of formation, new parcels have been formed in and around the original SLID boundary. We request enlarging the existing SLID to include the new parcels and extend existing boundaries to roadway centerlines. The city has verified that the Petition for the proposed street light improvement district enlargement contains the signatures of all of the real property owners in the enlargement area of the district, exclusive of mortgages and other lien holders. 30 (estimated) new lights are proposed within this enlargement which are local, collector and will be billed to the SU-AustinRanchEast SLID.

---

### **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 streetlights through a property tax. All new developments in the City of Surprise require a SLID. This action will enlarge an existing SLID boundary to include the remainder of the parcels not within the SLID and extend existing boundaries to roadway centerlines. The District is paid for by the levy and collection of ad valorem of taxes based on the number and classification of properties within the District. The enlargement of the SLID will only affect the parcels joining into the District, as the valuation of the property may be increased.

---

### **Policy Compliant:**

The 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 nominal, as the ratio of the new lights to existing lights is minimal.

---

**Budget Impact:**

At this time, no impact on the FY2024 budget is anticipated. The ratio of new lights to existing lights is minimal; therefore, any increase in energy expenses can be absorbed. The FY2025 budget will be set to include the enlargement. A separate fund for this district is currently in place to track the revenue and expenses.

**FTE Impact:**

This action does not change the full-time equivalent count.

---

**ATTACHMENTS:**

1. 01 Res 2023-110 SLID Enlargement 2023- NCC parcel 2A final
  2. 02- Petition
  3. 03 streetlight
  4. 04 council map
-

## RESOLUTION # 2023-110

### **A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DECLARING ITS INTENT TO ENLARGE THE CITY OF SURPRISE, ARIZONA SU-AUSTINRANCHEAST AND ORDERING SUCH ENLARGEMENT.**

**WHEREAS**, on *October 16, 2018* the Mayor and City Council of the City of Surprise adopted Resolution No. 2018-145, ordering the formation of the City of Surprise, Arizona SU-AustinRanchEast (the “District”) for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

**WHEREAS**, on *September 1, 2020* the Mayor and City Council of the City of Surprise adopted Resolution No. 2020-91, ordering the enlargement of the City of Surprise, Arizona SU-AustinRanchEast (the “District”) for the purpose of purchasing energy for the lighting of the public streets and parks within the District;

**WHEREAS**, Ariz. Rev. Stat. § 48-616(M) permits the City to add new territory to an existing district, thereby enlarging the boundaries of an existing street lighting improvement district (“SLID”) when proper notice has been given to the owners of property that will be added to the SLID in accordance with Ariz. Rev. Stat. Title 48, Chapter 4, Article 2;

**WHEREAS**, Ariz. Rev. Stat. § 48-617(A) gives the City immediate jurisdiction to adopt the resolution ordering the creation or enlargement of a SLID without the necessity of publication and posting of the resolution of intention when all owners of the real property being added to the SLID have petitioned the City to form or enlarge the SLID;

**WHEREAS**, the owners, exclusive of mortgagees and other lienholders, of parcels of property which adjoin the District (hereinafter referred to as “Petitioners”) acting pursuant to the provisions of Ariz. Rev. Stat. §§ 48-616(M) and 48-617(A), have petitioned the City to enlarge the District to include said property legally described in Exhibit A to this resolution, with such boundaries as shown in the map in Exhibit B to this resolution; and

**WHEREAS**, the City has verified and finds that Petitioners are the owners, exclusive of mortgagees and other lienholders, of all of the real property being added to the boundary of the District.

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



**Section 1.** *District Enlargement.* The City of Surprise, Arizona SU-AustinRanchEast shall be enlarged by the addition of the property described in Exhibit A and shown in Exhibit B, which are incorporated by reference hereto into this Resolution. The annual tax levied upon the District will remain in full force and effect, and, commencing in fiscal year 2024/2025 will apply to the District as enlarged by this Resolution.

**Section 2.** *Recording and Filing of this Resolution.* A certified copy of this Resolution shall be recorded in the office of the Maricopa County Recorder. Certified copies of this Resolution shall also be filed with the Arizona Department of Revenue and the Maricopa County Assessor's office pursuant to Ariz. Rev. Stat. § 42-17257.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Kristi Passarelli, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

## EXHIBIT A

### Legal Description



A PORTION OF LAND IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3 INCH ALUMINUM CAP AT THE EAST QUARTER CORNER OF SAID SECTION 14, THENCE NORTH 89°44'25" WEST 2621.80 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, TO A 3 INCH BRASS CAP FLUSH STAMPED RLS 19344 2019, AND BEING THE (BASIS OF BEARING), THENCE DEPARTING THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 14, NORTH 00°13'20" EAST 1716.51 FEET, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, THENCE NORTH 89°41'24" WEST 30.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 00°13'20" EAST, 4.99 FEET, TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS BEARING SOUTH 89°46'40" EAST, 200.00 FEET;  
THENCE ALONG THE ARC OF SAID TANGENT CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 7°00'00", 24.43 FEET;  
THENCE NORTH 7°13'19" EAST, 139.65 FEET, TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS POINT BEARING NORTH 82°46'41" WEST, 200.00 FEET;  
THENCE ALONG THE ARC OF SAID TANGENT CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 7°00'00", 24.43 FEET;  
THENCE NORTH 00°13'20" EAST, 469.52 FEET TO THE BEGINNING OF A TANGENT CURVE, HAVING A RADIUS POINT BEARING SOUTH 89°46'40" EAST, 500.00 FEET;  
THENCE ALONG THE ARC OF SAID TANGENT CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 3°37'28", 31.63 FEET, TO THE BEGINNING OF A REVERSE CURVE, HAVING A RADIUS BEARING NORTH 86°09'13" WEST, 500.00 FEET;  
THENCE ALONG THE ARC OF SAID REVERSE CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 3°37'28", 31.63 FEET;  
THENCE NORTH 00°13'20" EAST, 121.20 FEET;  
THENCE SOUTH 89°46'40" EAST, 58.00 FEET;  
THENCE NORTH 00°13'20" EAST, 41.55 FEET;  
THENCE SOUTH 89°46'40" EAST, 16.93 FEET;  
THENCE SOUTH 60°45'32" EAST, 407.00 FEET;  
THENCE SOUTH 59°35'14" EAST, 105.94 FEET;  
THENCE SOUTH 59°51'06" EAST, 34.64 FEET;  
THENCE SOUTH 66°50'14" EAST, 33.21 FEET;

THENCE SOUTH 18°03'12" WEST, 86.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, HAVING A RADIUS BEARING NORTH 18°03'12" EAST, 272.50 FEET;  
THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 15°21'53", 73.07 FEET;  
THENCE SOUTH 2°41'19" WEST, 55.00 FEET;  
THENCE SOUTH 48°49'49" WEST, 27.98 FEET;  
THENCE SOUTH 3°13'20" WEST, 67.89 FEET;  
THENCE SOUTH 89°46'40" EAST, 336.00 FEET;  
THENCE SOUTH 3°13'20" WEST, 86.00 FEET;  
THENCE SOUTH 89°46'40" EAST, 128.37 FEET;  
THENCE SOUTH 00°13'20" WEST, 55.00 FEET;  
THENCE SOUTH 45°13'20" WEST, 28.28 FEET;  
THENCE SOUTH 00°13'20" WEST, 86.00 FEET;  
THENCE SOUTH 89°46'40" EAST, 218.00 FEET;  
THENCE SOUTH 00°13'20" WEST, 90.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, HAVING A RADIUS BEARING SOUTH 24°45'11" WEST, 50.00 FEET;  
THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 65°28'09", 57.13 FEET;  
THENCE SOUTH 00°13'20" WEST, 157.00 FEET;  
THENCE SOUTH 44°46'40" EAST, 28.28 FEET;  
THENCE SOUTH 00°13'20" WEST, 55.00 FEET;  
THENCE SOUTH 45°13'20" WEST, 28.28 FEET;  
THENCE SOUTH 00°13'20" WEST, 65.00 FEET;  
THENCE NORTH 89°46'40" WEST, 847.07 FEET;  
THENCE NORTH 00°15'51" EAST, 308.40 FEET;  
THENCE NORTH 89°41'24" WEST, 438.23 FEET, TO THE POINT OF BEGINNING.

CONTAINING 909,696 SQUARE FEET OR 20.88 ACRES, MORE OR LESS.

## LEGAL DESCRIPTION

CARDNO JOB # 4191421000  
SHEET 3 OF 3  
SEE SHEET 1 FOR EXHIBIT



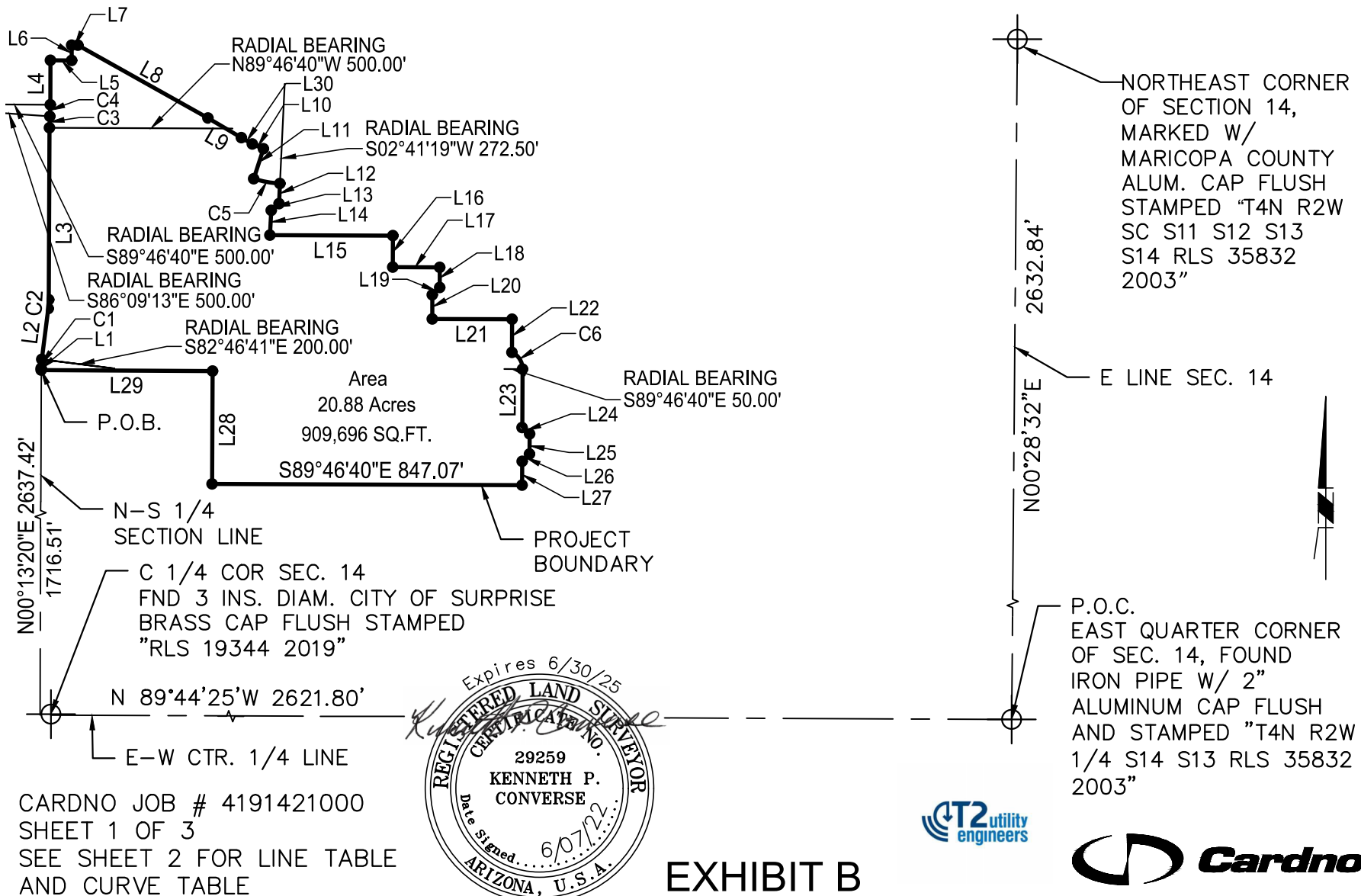
*Kenneth P. Converse*



## EXHIBIT B

### Map

# NORTH COPPER CANYON VILLAGE PARCEL 2.1 SLID



CARDNO JOB # 4191421000  
SHEET 1 OF 3  
SEE SHEET 2 FOR LINE TABLE  
AND CURVE TABLE

EXHIBIT B

# NORTH COPPER CANYON VILLAGE PARCEL 2.1 SLID

## LINE TABLE

| NO. | BEARING     | LENGTH  |
|-----|-------------|---------|
| L1  | N00°13'20"E | 4.99'   |
| L2  | N07°13'19"E | 139.65' |
| L3  | N00°13'20"E | 469.52' |
| L4  | N00°13'20"E | 121.20' |
| L5  | S89°46'40"E | 58.00'  |
| L6  | N00°15'41"E | 41.55'  |
| L7  | S89°44'19"E | 16.93'  |
| L8  | S60°45'32"E | 407.00' |
| L9  | S59°35'14"E | 105.94' |
| L10 | S66°50'14"E | 33.21'  |
| L11 | S18°03'12"W | 86.04'  |
| L12 | S02°41'19"W | 55.00'  |
| L13 | S48°49'49"W | 27.98'  |
| L14 | S03°13'20"W | 67.89'  |
| L15 | S89°46'40"E | 336.00' |

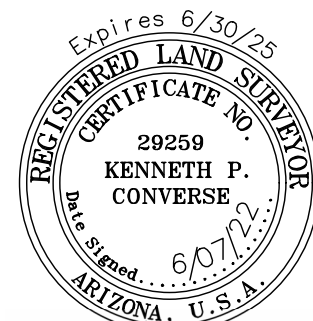
## LINE TABLE

| NO. | BEARING     | LENGTH  |
|-----|-------------|---------|
| L16 | S00°13'20"W | 86.00'  |
| L17 | S89°46'40"E | 128.37' |
| L18 | S00°13'20"W | 55.00'  |
| L19 | S45°13'19"W | 28.28'  |
| L20 | S00°13'20"W | 66.00'  |
| L21 | S89°46'40"E | 218.00' |
| L22 | S00°13'20"W | 90.51'  |
| L23 | S00°13'20"W | 157.00' |
| L24 | S44°46'40"E | 28.28'  |
| L25 | S00°13'20"W | 55.00'  |
| L26 | S45°13'20"W | 28.28'  |
| L27 | S00°13'20"W | 65.00'  |
| L28 | N00°15'51"E | 308.40' |
| L29 | N89°41'23"W | 438.23' |
| L30 | S59°51'06"E | 34.64'  |

## CURVE TABLE

| NO. | DELTA     | RADIUS  | LENGTH |
|-----|-----------|---------|--------|
| C1  | 7°00'00"  | 200.00' | 24.43' |
| C2  | 7°00'00"  | 200.00' | 24.43' |
| C3  | 3°37'28"  | 500.00' | 31.63' |
| C4  | 3°37'28"  | 500.00' | 31.63' |
| C5  | 15°21'53" | 272.50' | 73.07' |
| C6  | 65°28'09" | 50.00'  | 57.13' |

# EXHIBIT B



*Kenneth P. Converse*



CARDNO JOB # 4191421000  
SHEET 2 OF 3  
SEE SHEET 1 FOR EXHIBIT

## STREET LIGHT IMPROVEMENT DISTRICT PETITION ENLARGEMENT

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, adjoining the district named below. We petition the City Council of the City of Surprise, Arizona, to enlarge the District to include said property legally described in Exhibit A with such boundaries as shown in the map in Exhibit 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 enlarge the existing District, 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.

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.

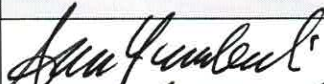
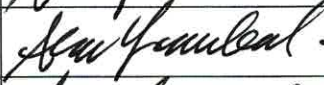
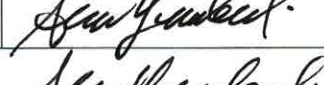
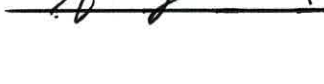
WHEREFORE, we respectfully ask that this Petition be properly filed and that the Mayor and Council of the City adopt the Resolution and take such other action as is proper, necessary and appropriate to enlarge the District and to fulfill the purposes for which the District is organized, as the Mayor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

The name of the existing street light improvements district to be enlarged:

SU-AustinRanchEast

*(Leave Blank - to be assigned by City staff)*

PETITIONERS: Please print and sign your name

| PRINT BUSINESS/<br>PETITIONER'S NAME | ADDRESS OF PROPERTY<br>OWNED WITHIN DISTRICT | ASSESSOR<br>PARCEL # | SIGNATURE                                                                             |
|--------------------------------------|----------------------------------------------|----------------------|---------------------------------------------------------------------------------------|
| Courtland Homes, Inc.                |                                              | 503-73-034Q          |  |
| Courtland Homes, Inc.                |                                              | 503-73-034T          |  |
| Courtland Homes, Inc.                |                                              | 503-73-034N          |  |
| Courtland Homes, Inc.                |                                              | 503-73-034U          |  |
| Courtland Homes, Inc.                |                                              | 503-73-986           |  |
| Courtland Homes, Inc.                |                                              | 503-73-987           |  |



Saved: Tuesday, July 11, 2023 3:10:30 PM File-Z:\2021\2029-Court (NCC Parcel 2.1 Sl Ltg)\Drawings\22029-SL1 Draftee-Drafter

DARCOR GENERAL NOTES

- A. LOCATIONS INDICATED FOR EXISTING UNDERGROUND UTILITIES ARE BASED ON DRAWINGS PROVIDED TO US BY THE CIVIL ENGINEER AT TIME OF DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND OBSTRUCTIONS AND UTILITIES ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING BLUE-STAKE AND POT-HOLING TO VERIFY ALL EXISTING UNDERGROUND OBSTRUCTIONS.
- B. DARCOR & ASSOCIATES INC., ITS OWNERS, OR EMPLOYEES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO PROPERTY CAUSED BY OTHERS DURING OR RESULTING FROM CONSTRUCTION OF THIS PROJECT.
- C. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, POWER POLES, ETC.
- D. THE CONTRACTOR SHALL PROVIDE THE CITY WITH ACCURATE AS-BUILT INFORMATION INCLUDING FIELD MEASUREMENTS TO ELECTRICAL EQUIPMENT AND UNDERGROUND CONDUIT ROUTING.
- E. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE CONTRACTOR SHALL MAKE HIS OWN INDEPENDENT ESTIMATE OF QUANTITIES AND BASE HIS BID THEREON.
- F. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED DURING CONSTRUCTION, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- G. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL PROPERTY, LANDSCAPING, PAVING AND DRIVEWAYS THAT ARE DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION WITH CONFORMANCE TO MAG SPECIFICATION SECTION 107.9.

THE ELECTRICAL / MAINTENANCE COSTS OF ALL STREET LIGHTS ON LOCAL AND COLLECTOR STREETS (TYPICALLY THE 41 WATT / 4,800 LUMEN AND THE 88 WATT / 8,500 LUMEN FIXTURES) ARE TO BE PAID BY THE ADJACENT PROJECT OR THE ADJACENT DEVELOPMENT'S STREET LIGHT IMPROVEMENT DISTRICT (SLID).

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.

ENSURE THERE IS A 1.5' CLEARANCE FROM THE EDGE OF THE SIDEWALK TO THE FACE OF THE POLE.

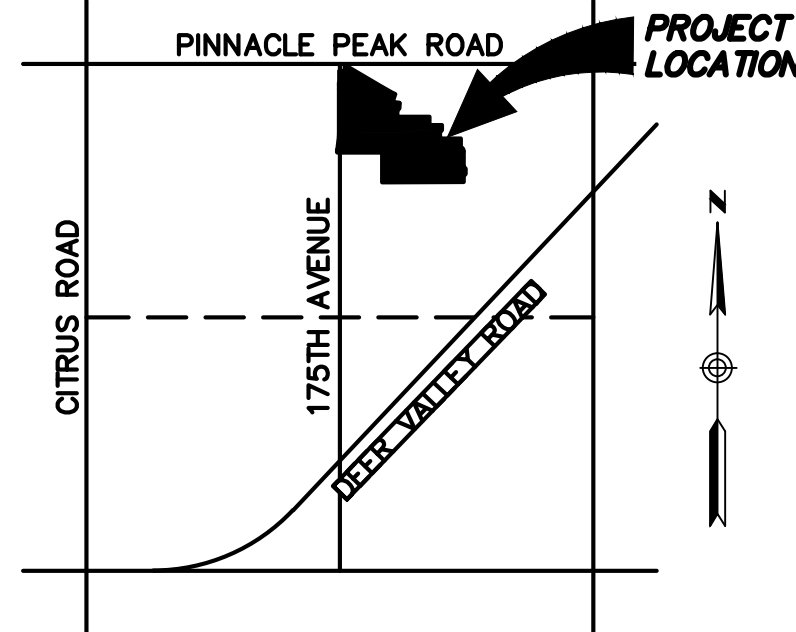
CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.

CITY OF SURPRISE  
GENERAL ENGINEERING NOTES

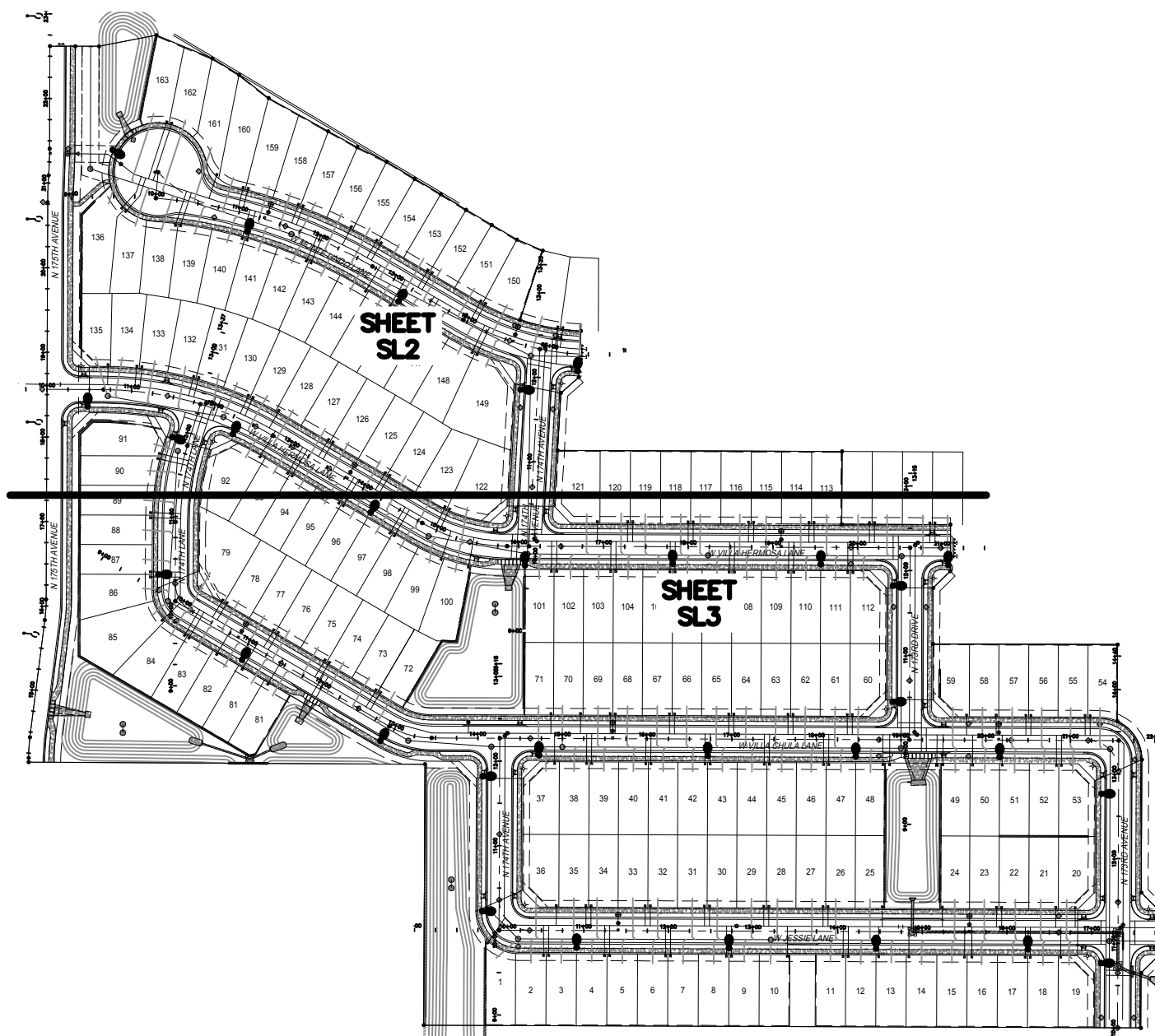
1. ALL CONSTRUCTION MUST CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENT (MAG) SPECIFICATIONS AND DETAILS AND LATEST REVISIONS UNLESS OTHERWISE STATED ON PLANS.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS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

STREET LIGHTING PLANS  
FOR  
NORTH COPPER CANYON VILLAGE - PARCEL 2A  
AT

A PORTION OF THE NORTH HALF OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE  
GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA



VICINITY MAP  
NTS



KEY MAP  
NTS

**DEVELOPER**  
COURTLAND HOMES, INC.  
4160 W. KITTY HAWK  
CHANDLER, AZ 85226  
PHONE: (480) 893-7575  
CONTACT: HANS KOPPENHOEFER

**CIVIL ENGINEER**  
STANTEC  
3133 W. FRYE RD, SUITE 300  
CHANDLER, AZ 85226  
PHONE: (602) 977-8075  
CONTACT: DANIEL J. POTTINGER, P.E.

**ELECTRICAL ENGINEER**  
DARCOR & ASSOCIATES  
22601 N. 17TH AVE, STE 140  
PHOENIX, AZ 85027  
PHONE: (602) 795-2699  
CONTACT: JORGE GERARDO, P.E.

SHEET INDEX

| SHEET | DESCRIPTION                      |
|-------|----------------------------------|
| SL1   | STREET LIGHTING COVER SHEET      |
| SL2   | STREET LIGHTING LAYOUT - I       |
| SL3   | STREET LIGHTING LAYOUT - II      |
| SL4   | STREET LIGHTING DETAILS          |
| P1    | ROADWAY PHOTOMETRIC CALCULATIONS |

LEGEND & QUANTITIES LIST

| QUANTITY | SYMBOL | DESCRIPTION                         |
|----------|--------|-------------------------------------|
| 30       |        | 41W LED (4,800 LUMENS) STREET LIGHT |

FS22-0837

SLID #su-AustinRanchWest

CITY OF SURPRISE SIGNATURE BLOCK

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

APPROVED \_\_\_\_\_

CITY OF SURPRISE ENGINEER

DATE

| UTILITY CONFLICT COORDINATION |                |              |
|-------------------------------|----------------|--------------|
| UTILITY COMPANY               | DATE SUBMITTED | CONTACT      |
| APS                           | 7/5/2023       | ARELI OCASIO |
| CITY OF SURPRISE              | 7/5/2023       | N/A          |
| LIBERTY UTILITIES CORP        | 7/5/2023       | N/A          |
| CENTURYLINK                   | 7/5/2023       | KEVIN WAGNER |
| COX COMMUNICATIONS            | 7/5/2023       | CORY DAY     |
| SOUTHWEST GAS                 | 7/5/2023       | ARBAN LONDO  |



PROJECT TITLE  
NORTH COPPER CANYON VILLAGE PARCEL 2A  
SURPRISE, ARIZONA

SHEET TITLE  
STREET LIGHTING  
COVER SHEET

|                  |               |                   |            |
|------------------|---------------|-------------------|------------|
| DATE<br>JUL 2023 | DESIGNED: DAR | DWG No.<br>SL1    | SHEET<br>1 |
| SCALE<br>NONE    | DRAWN: JG     | PROJ No.<br>22029 | OF<br>5    |
|                  | CHECKED: JLG  |                   |            |

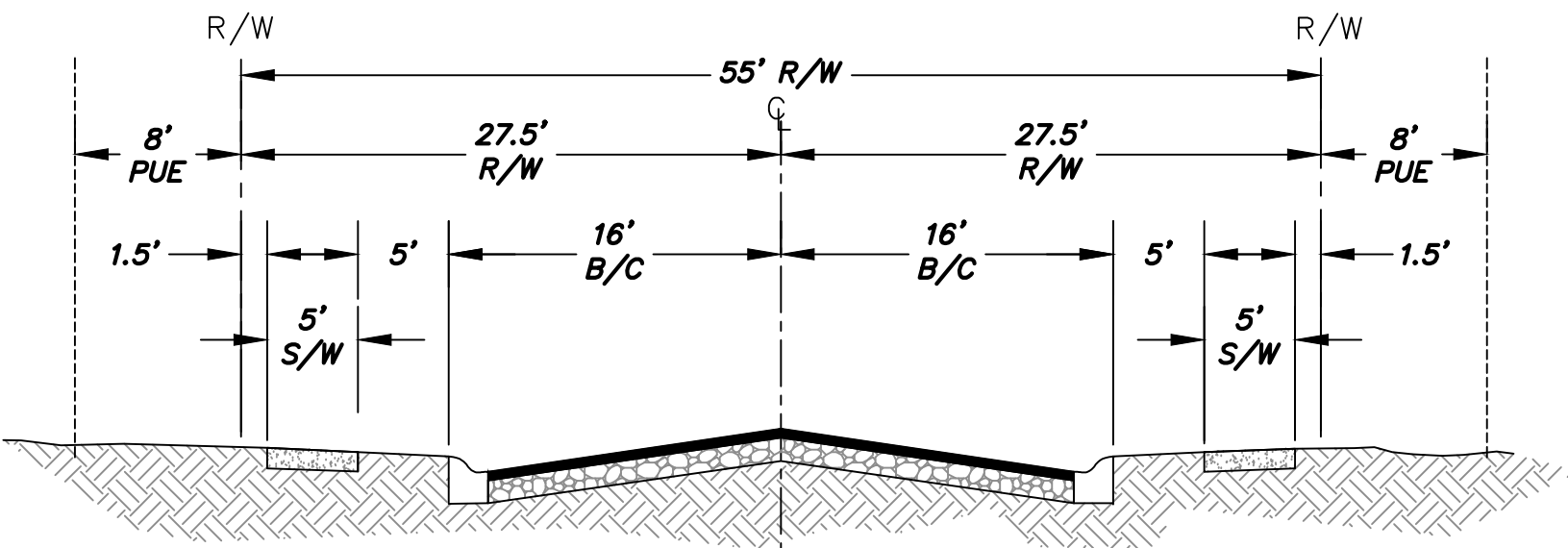
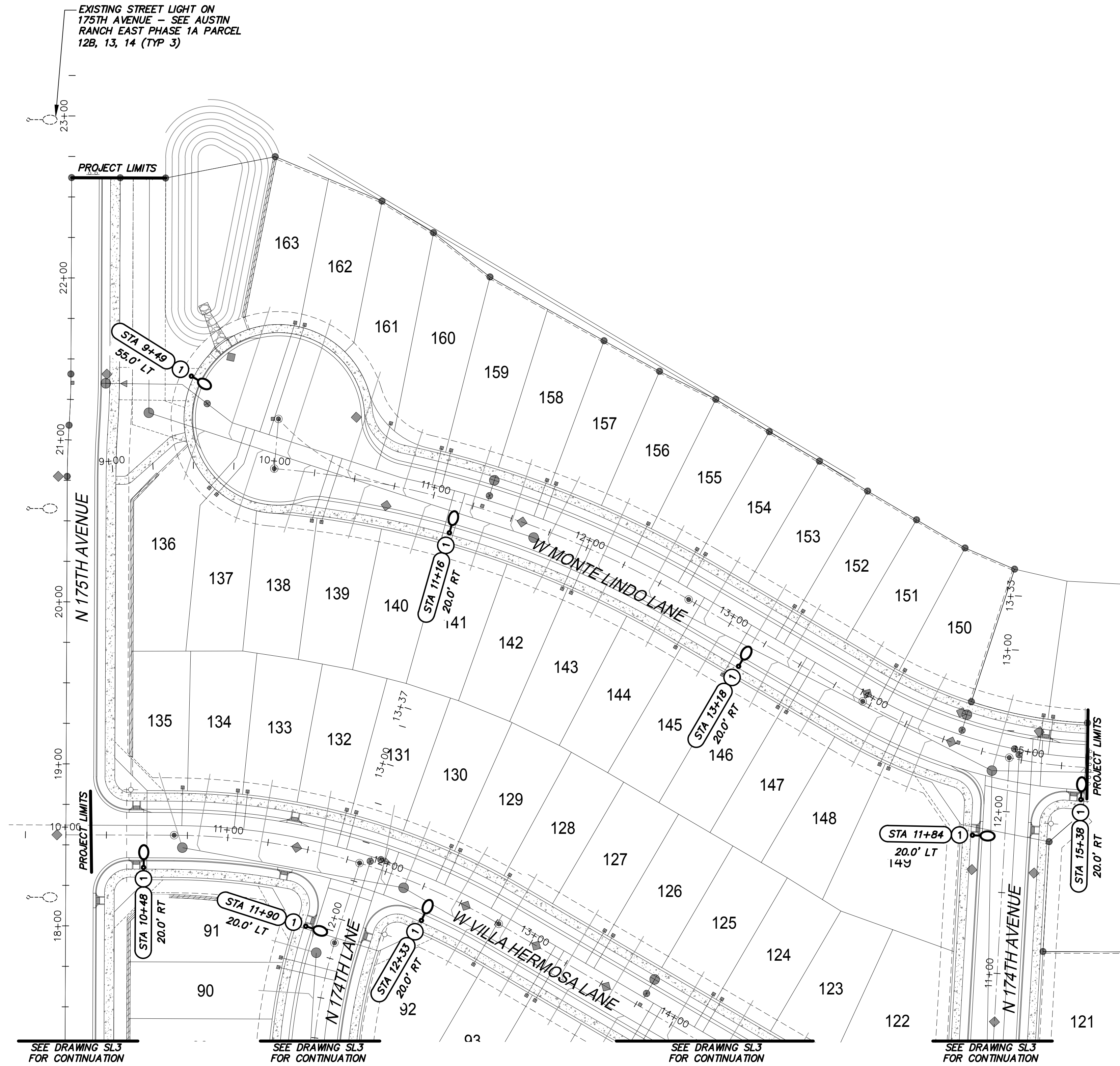


KEY NOTE

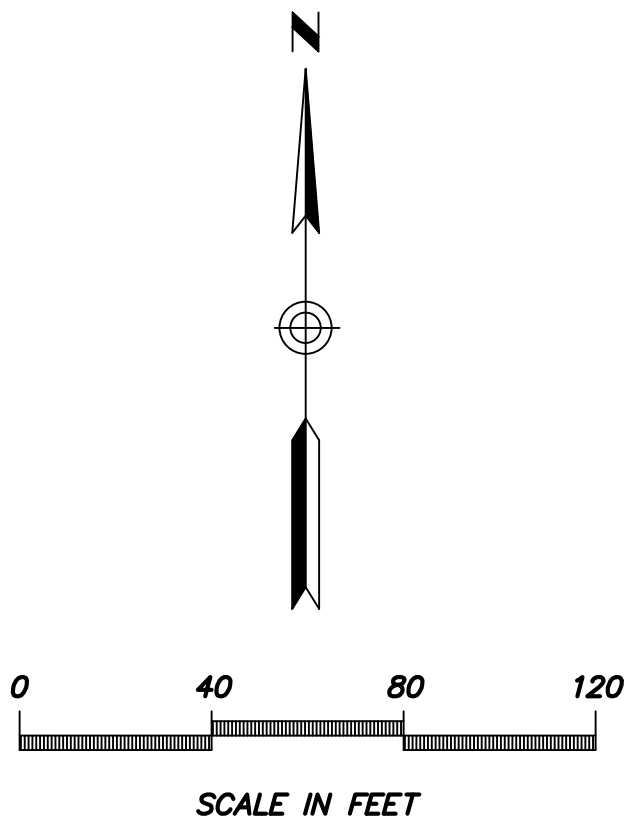
① INSTALL 41W, 3000K LED (4,800 LUMEN) DARK BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL4.

LEGEND

- COBRAHEAD STYLE LUMINAIRE
- FIRE HYDRANT



TYPICAL LOCAL ROAD  
N.T.S.



**DARCOR**  
ELECTRICAL CONSULTING ENGINEERS  
22201 N. 17TH AVE.  
SUITE 140  
PHOENIX, AZ 85027  
Ph: (602) 795-8690  
WWW.DARCORINC.COM

PROJECT TITLE  
NORTH COPPER CANYON VILLAGE PARCEL 2A  
SURPRISE, ARIZONA

SHEET TITLE  
STREET LIGHTING LAYOUT - I

|                  |                                            |                                                   |                                     |
|------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------|
| DATE<br>JUL 2023 | DESIGNED: DAR<br>DRAWN: JG<br>CHECKED: JLG | DWG No.<br><b>SL2</b><br>PROJ No.<br><b>22029</b> | SHEET<br><b>2</b><br>OF<br><b>5</b> |
|------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------|



KEY NOTES

- 1 INSTALL 41W, 3000K LED (4,800 LUMENS) BRONZE COBRAHEAD LUMINAIRE MOUNTED ON A 30'-6" DIRECT BURIED SQUARE STEEL POLE WITH A 2'-0" MAST ARM (25' MOUNTING HEIGHT). SEE APS STANDARD DETAIL 8030 AND APPLICABLE APS DETAILS ON SHEET SL3.

LEGEND

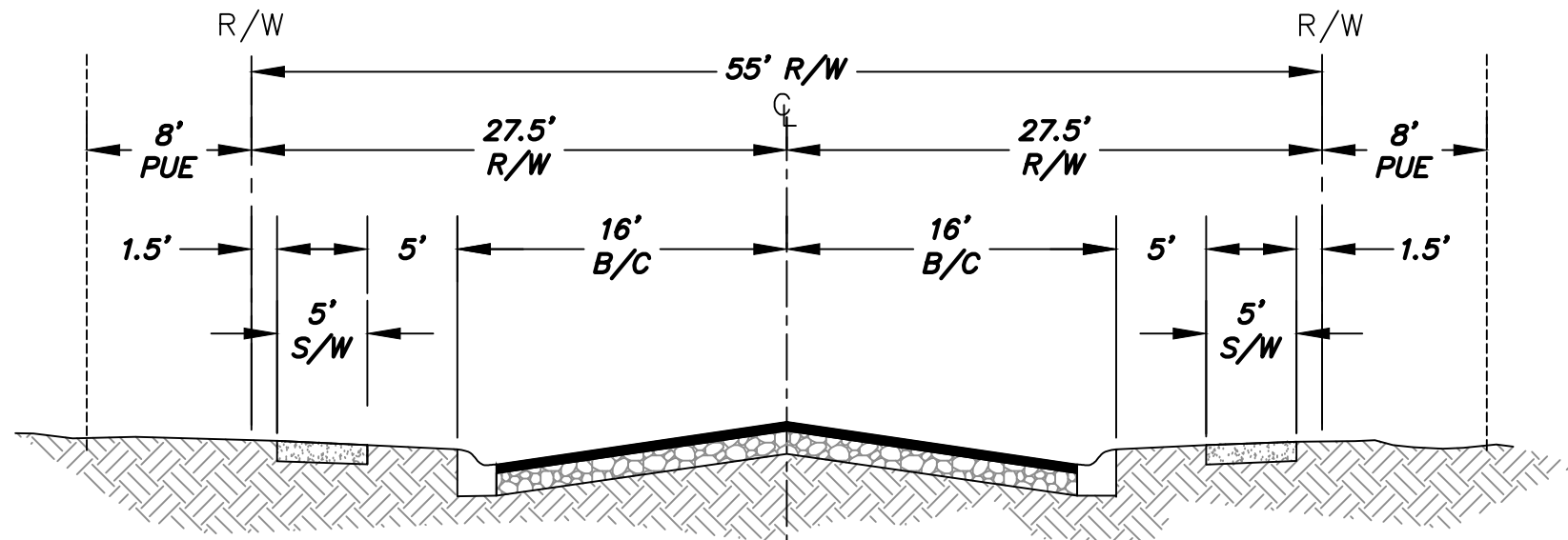
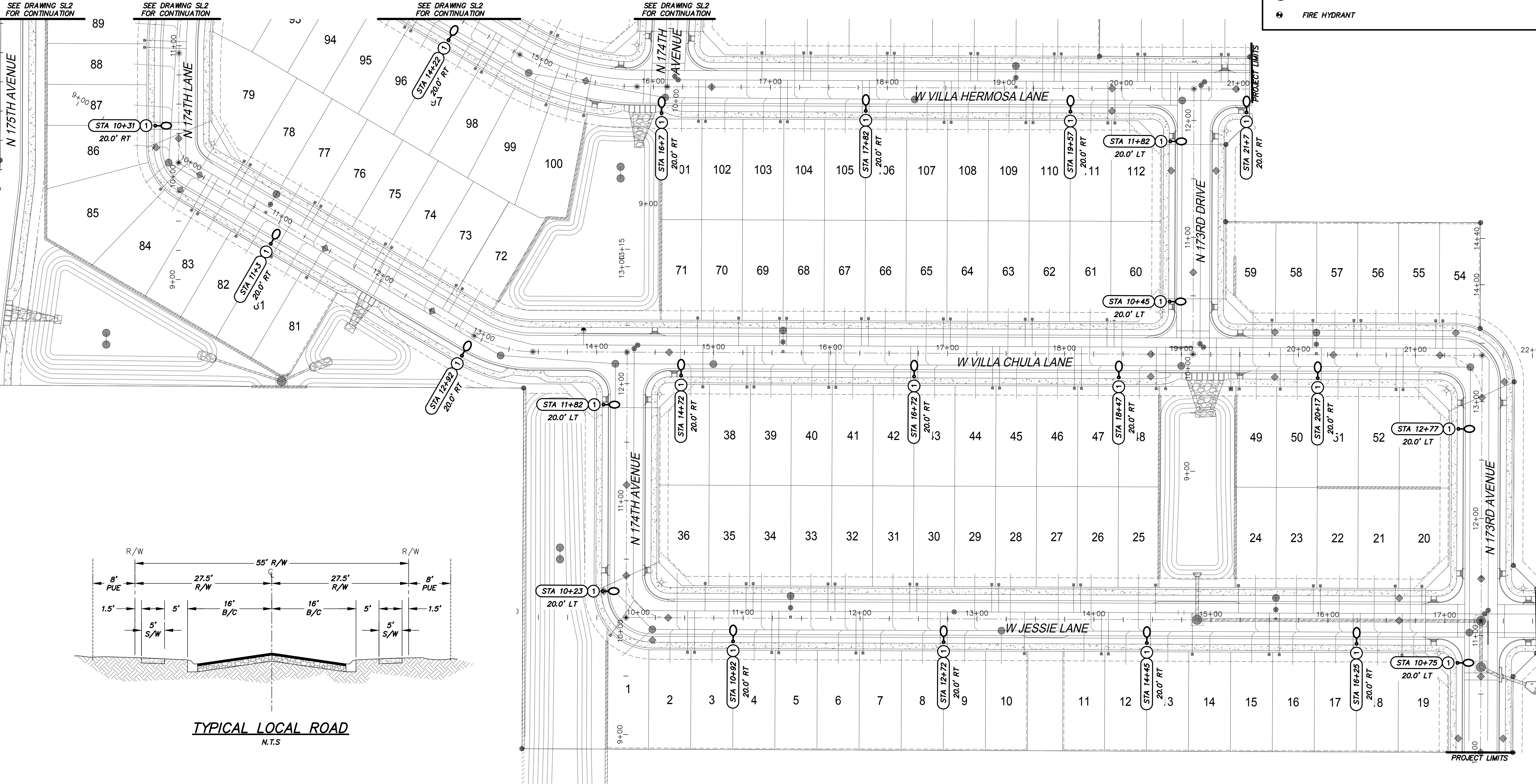
- COBRAHEAD STYLE LUMINAIRE  
FIRE HYDRANT

SEE DRAWING SL2  
FOR CONTINUATION

SEE DRAWING SL2  
FOR CONTINUATION

SEE DRAWING SL2  
FOR CONTINUATION

SEE DRAWING SL2  
FOR CONTINUATION



TYPICAL LOCAL ROAD  
N.T.S.



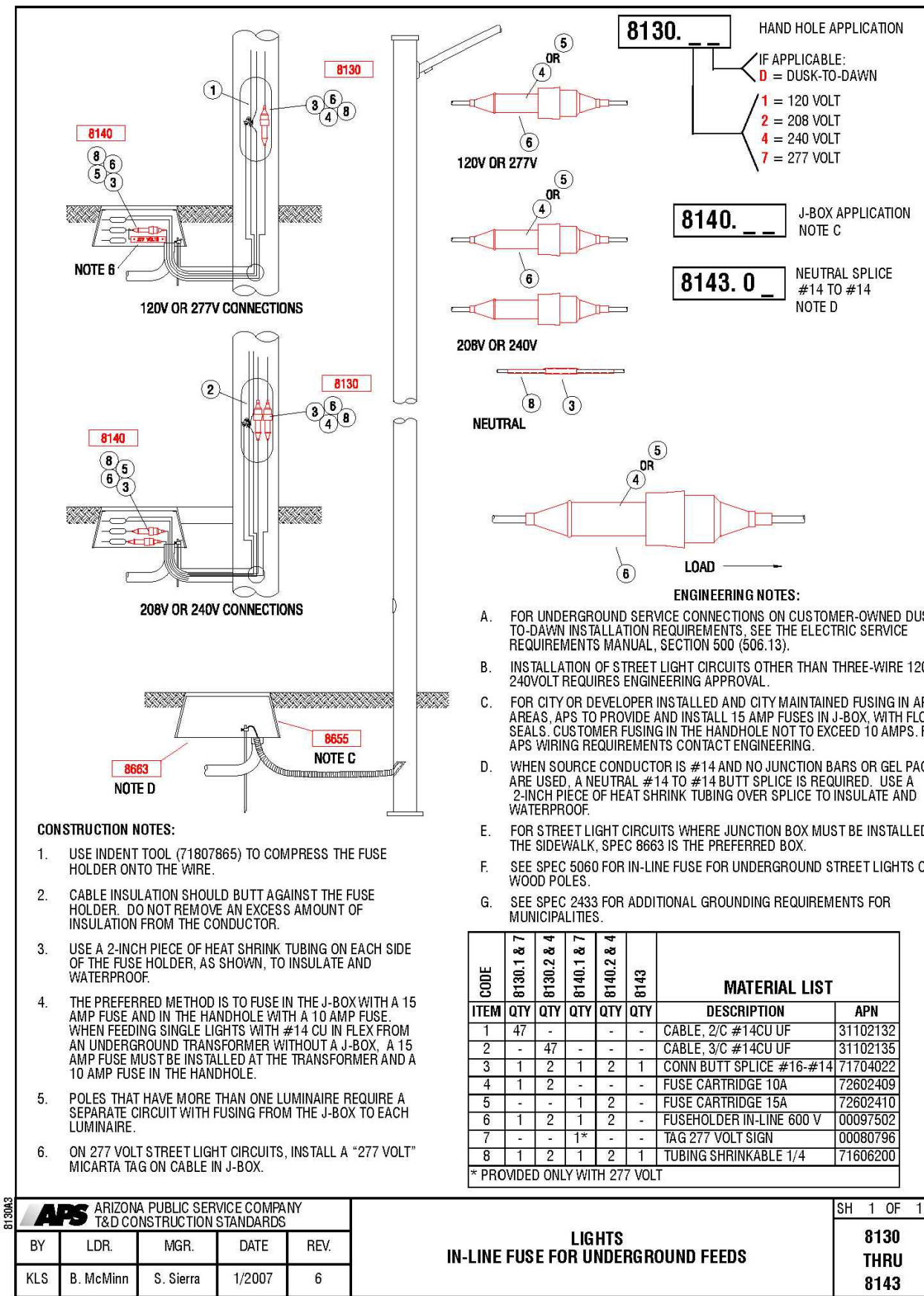
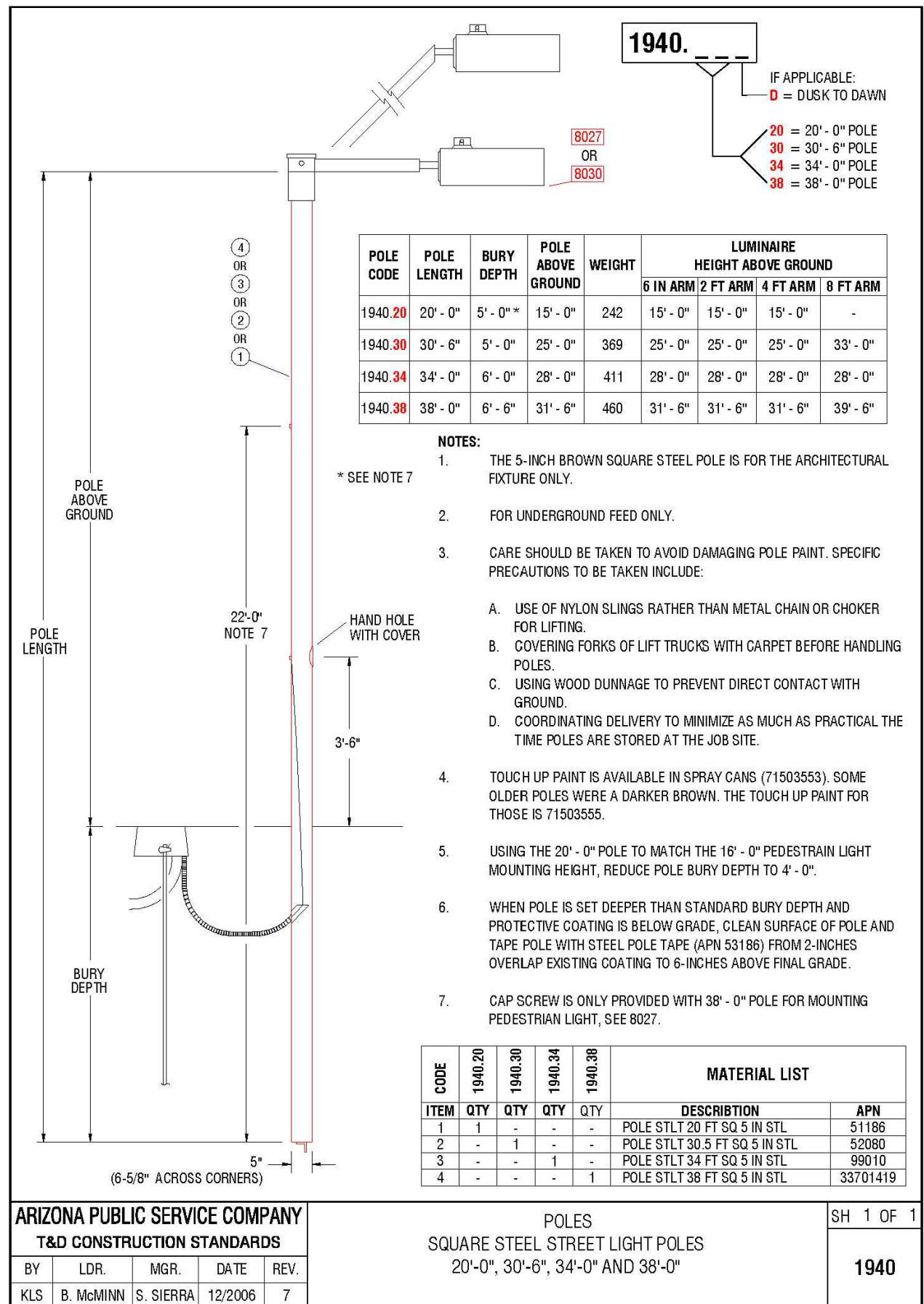
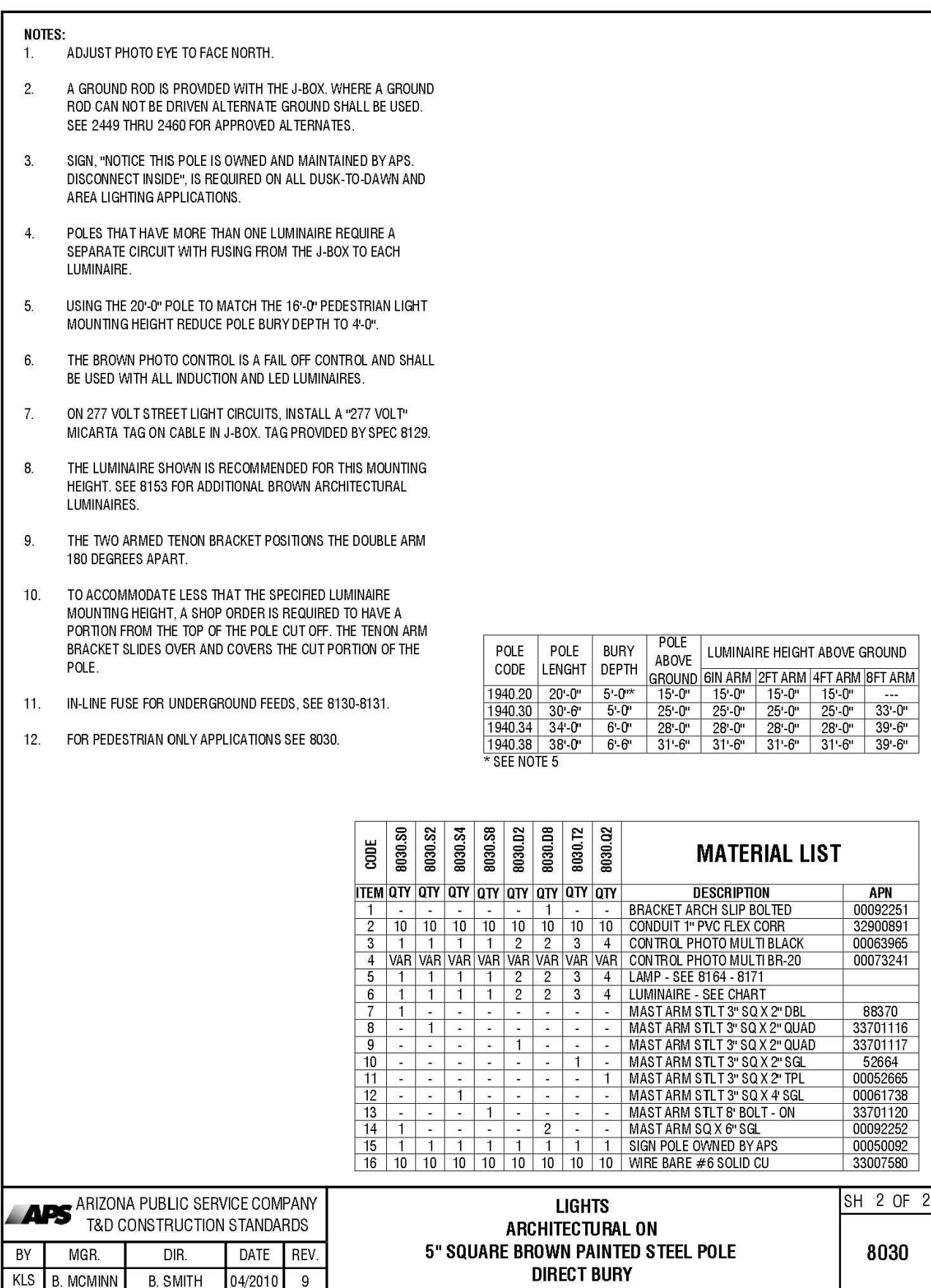
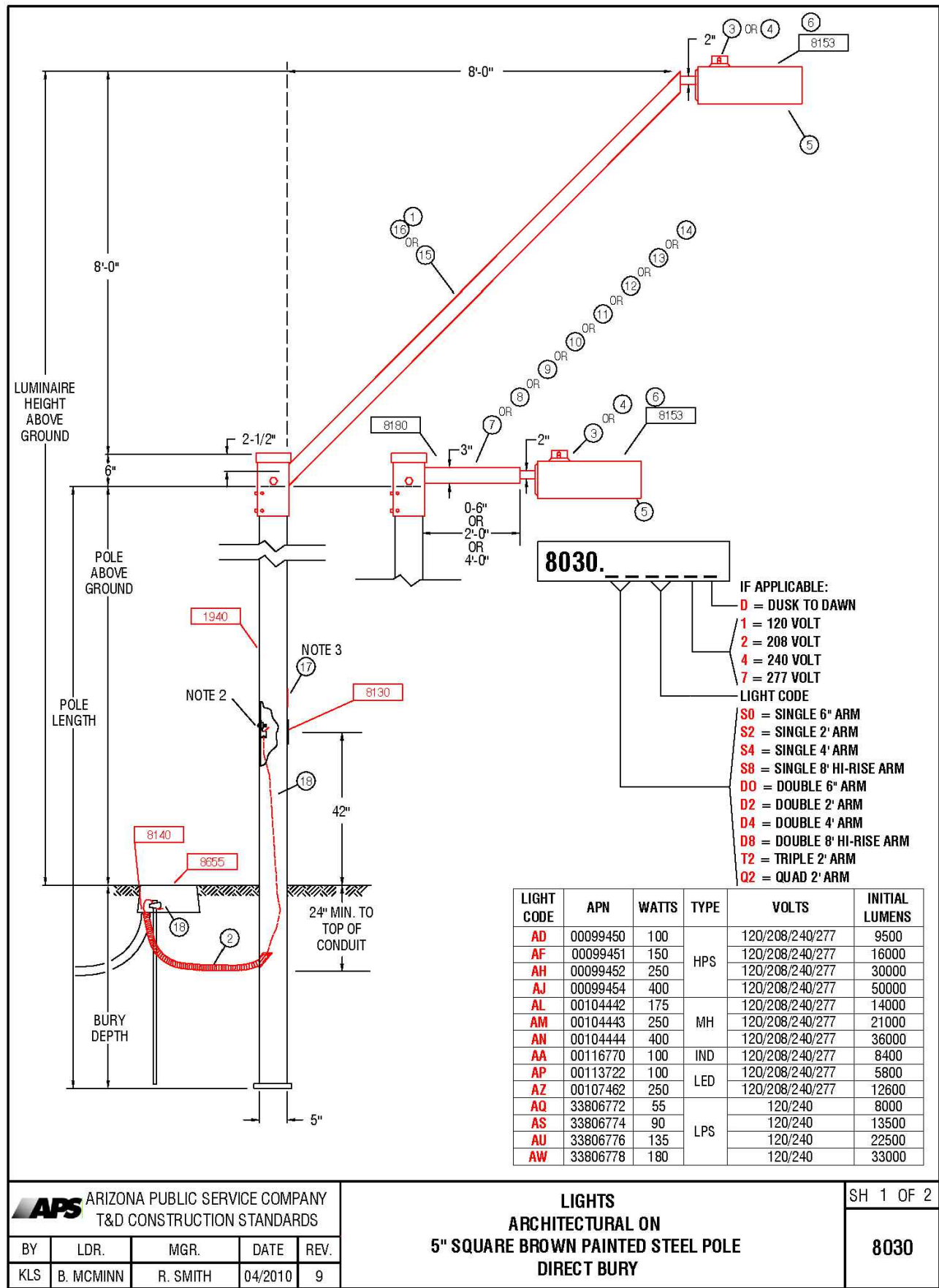
**DARCOR**  
ELECTRICAL CONSULTING ENGINEERS  
22801 N. 17TH AVE.  
SUITE 140  
PHOENIX, AZ 85027  
PH: (602) 795-8690  
WWW.DARCORINC.COM

PROJECT TITLE  
NORTH COPPER CANYON VILLAGE PARCEL 2A  
SURPRISE, ARIZONA

SHEET TITLE  
STREET LIGHTING LAYOUT - I

|                  |                                            |                                                   |                                     |
|------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------|
| DATE<br>JUL 2023 | DESIGNED: DAR<br>DRAWN: JG<br>CHECKED: JLG | DWG No.<br><b>SL3</b><br>PROJ No.<br><b>22029</b> | SHEET<br><b>3</b><br>OF<br><b>5</b> |
|------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------|





CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.

**NOTE:**  
DETAILS ON THIS SHEET HAVE BEEN PREPARED AND PROVIDED BY APS

**DARCOR**  
ELECTRICAL CONSULTING ENGINEERS  
22801 N. 17TH AVE.  
SUITE 140  
PHOENIX, AZ 85027  
PH: (602) 765-8690  
WWW.DARCORINC.COM

**PROJECT TITLE**  
NORTH COPPER CANYON VILLAGE PARCEL 2A  
SURPRISE, ARIZONA

**SHEET TITLE**  
STREET LIGHTING  
DETAILS

**DATE**  
JUL 2023

**DESIGNED:** DAR  
**DRAWN:** JG  
**CHECKED:** JLG

**DWG No.**  
SL4  
**PROJ No.**  
22029

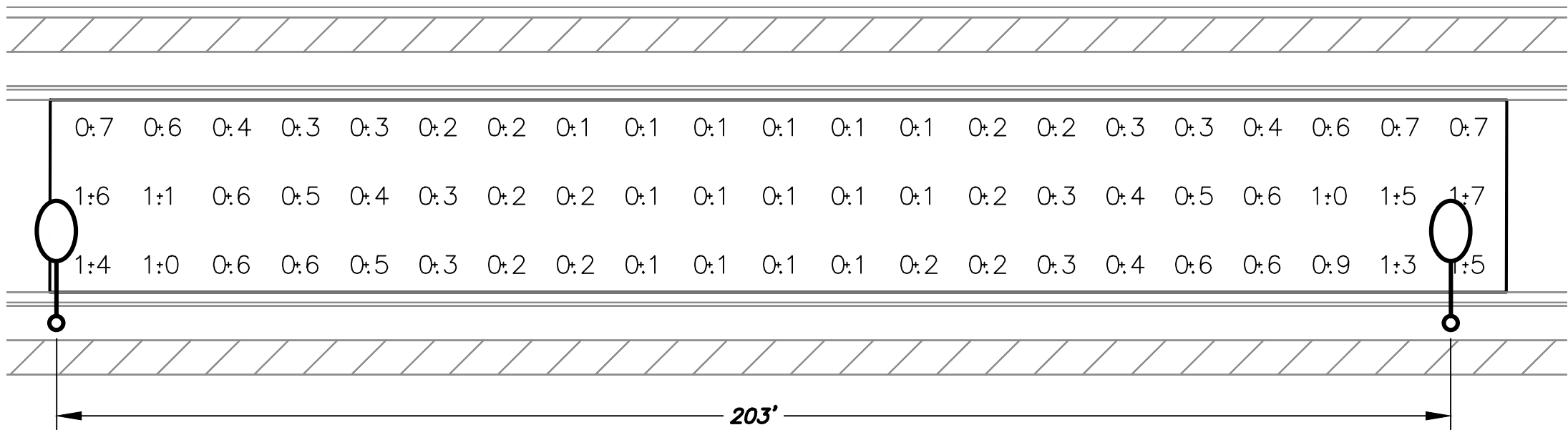
**SHEET**  
4  
OF  
5



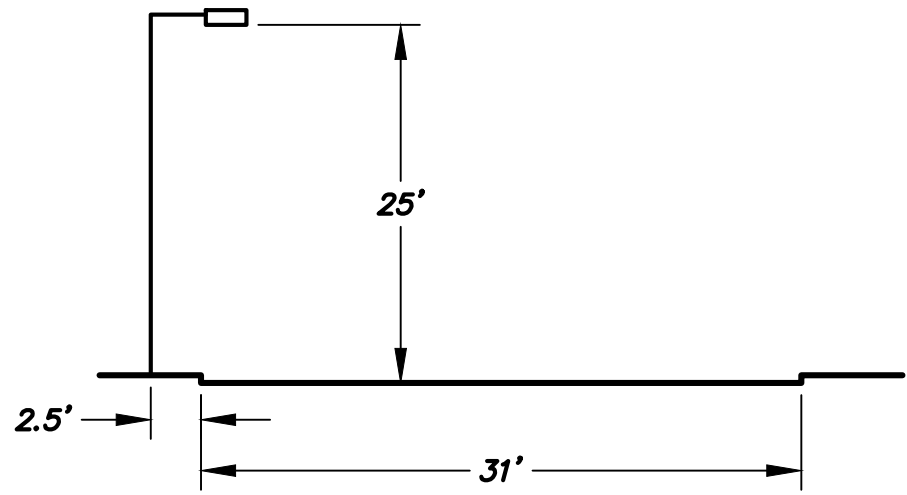
|                                   |       |
|-----------------------------------|-------|
| ROADWAY LOCAL                     |       |
| 63 points at z=0, sp 10ft by 10ft |       |
| HORIZONTAL FOOTCANDLES            |       |
| Average                           | 0.47  |
| Maximum                           | 1.70  |
| Minimum                           | 0.10  |
| Avg: Min                          | 4.70  |
| Max: Min                          | 17.00 |
| Coef Var                          | 0.89  |
| UnifGrad                          | 2.43  |

CONTRACTOR TO COORDINATE WITH APS AND UTILIZE THEIR CURRENT SPECIFICATION AT THE TIME OF BIDDING AND CONSTRUCTION.

| APS APPROVED LED STREET LIGHTS |            |      |       |        |       |           |                          |                          |
|--------------------------------|------------|------|-------|--------|-------|-----------|--------------------------|--------------------------|
| AS OF 6-28-23                  |            |      |       |        |       |           |                          |                          |
| APN                            | LIGHT CODE | LAMP | WATTS | LUMENS | CCT   | COLOR     | G.E. MODEL NUMBER        | IES CURVE NUMBER         |
| 141048                         | RL41       | LED  | 41    | 4,800  | 3000K | DK BRONZE | ERLC005A530ADKBZGLRV1013 | ERL1_05E130-120-277V.IES |



WORST CASE SPACING FOR 31' WIDE ROADWAY  
(LOCAL) (36W) (25' H)



**LUMINAIRE INPUT DATA**  
GE Lighting Solutions  
lamp(s): LED  
candela file "ERLC005A530ADKBZGLRV1013"  
1 lamp(s) per luminaire, 4,850 initial lumens per lamp  
Light Loss Factor = 0.9, watts per luminaire = 36  
Outreach (from mounting axis to photometric center)= 30 in  
mounting height= 25 ft

ALL PHOTOMETRIC CALCULATIONS ON THESE PLANS REPRESENT ILLUMINANCE VALUES





22601 N. 17TH AVE.  
SUITE 140  
PHOENIX, AZ 85027  
Ph: (602) 798-8899  
WWW.DARCORINC.COM

PROJECT TITLE  
NORTH COPPER CANYON VILLAGE PARCEL 2A  
SURPRISE, ARIZONA

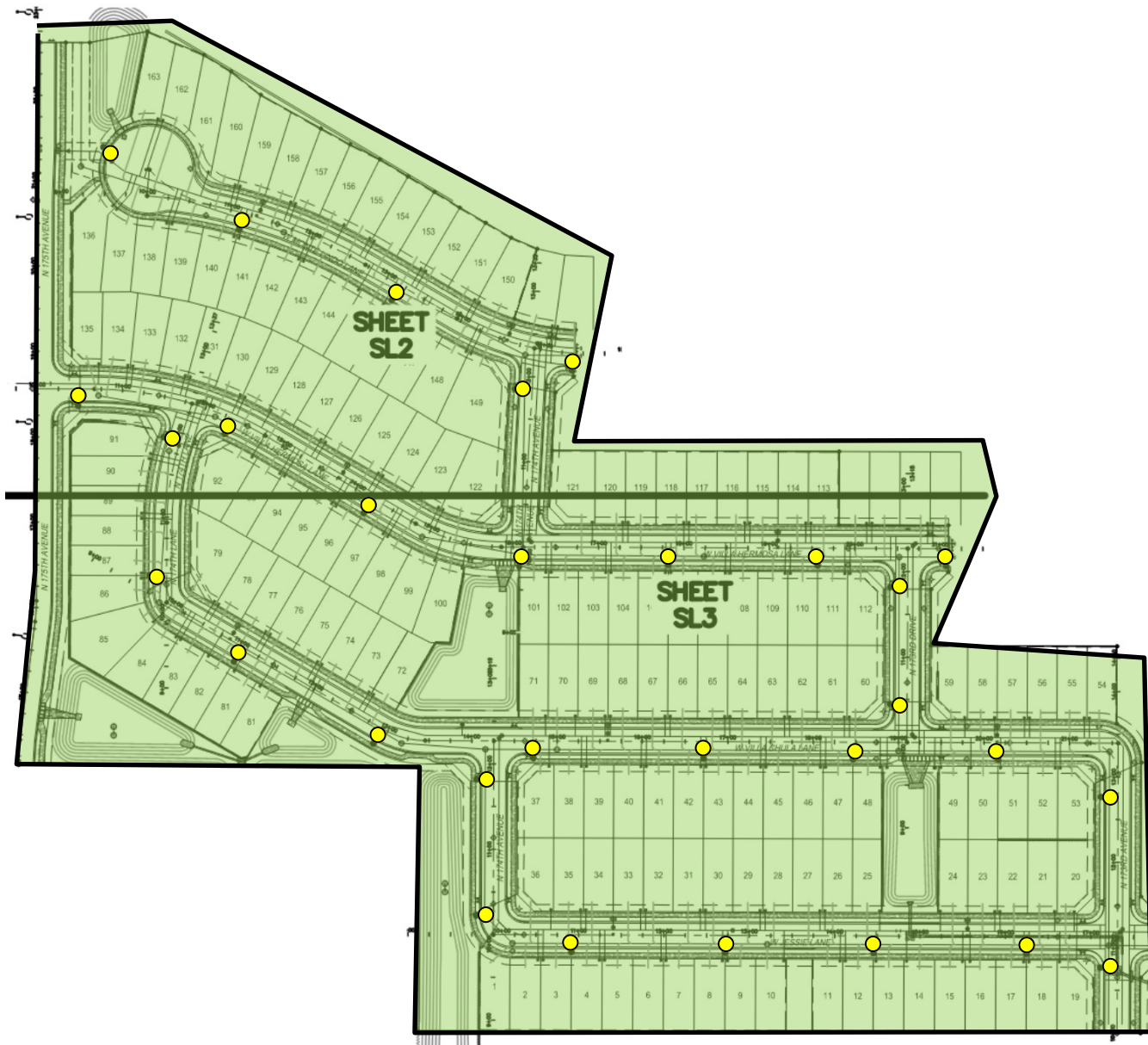
SHEET TITLE  
ROADWAY PHOTOMETRIC  
CALCULATIONS

|                  |               |                   |            |
|------------------|---------------|-------------------|------------|
| DATE<br>JUL 2023 | DESIGNED: DAR | DWG No.<br>P1     | SHEET<br>5 |
| SCALE<br>NONE    | DRAWN: JLG    | PROJ No.<br>22029 | OF<br>5    |
| CHECKED: JLG     |               |                   |            |

# North Copper Canyon Parcel 2A

**Street Lights:**

-  Street Light Pole  
 30 new poles  
 SLID Boundary





## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 15, 2023

Contact Person: Andrea Davis, DIRECTOR -  
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

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Consent: Yes

Regular: Yes

Public Hearing: No

Report/Discussion: No

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**Agenda Wording:**

Consideration and action pertaining to the approval of an amendment to the Contract Awarding Authority List (CAAL); Resolution #2023-106.

---

**Motion:**

I move to approve Resolution #2023-106.

---

**Background:**

The City of Surprise adopted the CAAL on June 6, 2023 along with the FY24 Budget. As requisitions were entered, it came to the attention that three of the CAAL lines had a clerical error not reflecting the accurate contractual authority needed for the fiscal year. In addition, various reference numbers need to be updated to reflect the correct department responsibility.

---

**Objective Analysis:**

This action will allow departments to continue the standard procurement process and place Project R51020 under the appropriate department.

---

**Policy Compliant:**

The action is compliant with the current city Procurement Code.

---

**Financial Impact:**

This is a one time adjustment to the CAAL and has no financial impact;

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**Budget Impact:**

This is a one-time adjustment to the CAAL with no budget impact; the adjustment to the CAAL will simply reflect the intent of the budget approved

**FTE Impact:**

N/A

---

**ATTACHMENTS:**





## RESOLUTION # 2023-106

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2024 CONTRACT AWARDING AUTHORITY LIST ("CAAL") BY INCREASING THE AWARDING AUTHORITY AMOUNT FOR THE FOLLOWING: SUPPORTIVE SERVICES, REFERENCE NUMBER 24633, BY \$55,000; SOLID WASTE CONTAINERS, REFERENCE NUMBER 24700, BY \$900,000; FLEET REPAIR PARTS, TOOLS, SERVICES & EQUIPMENT, REFERENCE NUMBER 24800, BY \$5,400,000; AND MODIFYING VARIOUS REFERENCE NUMBERS TO UPDATE THE RESPONSIBLE CITY DEPARTMENT.**

**WHEREAS**, the FY2024 budget, including the FY2024 CAAL, was adopted by Council Resolution #2023-85 on June 6, 2023;

**WHEREAS**, the CAAL is an exhibit attached to the City's FY2024 budget that identifies line item expenditure amounts that are anticipated to exceed \$50,000;

**WHEREAS**, the awarding authority amounts identified in the CAAL are to be funded from the City's adopted FY2024 budget;

**WHEREAS**, because the FY2024 budget adopted by Council included sufficient budget and spending authority for the estimated costs associated with the City's existing contractual agreements and proposed procurement needs, this amendment to the CAAL does not require a budget amendment;

**WHEREAS**, the CAAL items referenced herein contained errors in the awarding authority amounts allotted to each item;

**WHEREAS**, this amendment is necessary in order for the CAAL to accurately reflect the awarding authority for FY2024 to cover the City's existing contractual agreements and proposed procurement needs;

**WHEREAS**, certain projects entered onto the CAAL misidentified the department responsible for the project, and those departments and associated reference numbers are amended as set forth in Exhibit A; and

**WHEREAS**, the City of Surprise Procurement Code §2-338 (d) requires the authority of the Mayor and Council when the cost to the city is greater than \$50,000.

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

**Section 1.** That the amended statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, and the Fiscal Year 2024 Contract Awarding Authority List of the City of Surprise, Arizona for the fiscal year July 1, 2023 through June 30, 2024, is hereby amended.

**SIGNATURE ON THE FOLLOWING PAGE**

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Kristi Passarelli, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

**RESOLUTION # 2023-106**  
**Exhibit A**

1. Contract Awarding Authority List – The CAAL exhibit attached to the FY2024 Budget identified \$900,000 for HSCV / Supportive Services, \$100,000 for Public Works / Solid Waste Containers, and \$600,000 for Public Works / Fleet Repair Parts, Tools, Services & Equipment. The CAAL should have identified \$955,000 for HSCV / Supportive Services, \$1,000,000 for Public Works / Solid Waste Containers, and \$6,000,000 for Public Works / Fleet Repair Parts, Tools, Services and Equipment.

| Reference Number | Contracting Department                | Description                                     | Current Amount | Increase/ (Decrease) | Amended Amount |
|------------------|---------------------------------------|-------------------------------------------------|----------------|----------------------|----------------|
| 24633            | Human Services and Community Vitality | Supportive Services                             | \$900,000      | \$55,000             | \$955,000      |
| 24700            | Public Works                          | Solid Waste Containers                          | \$100,000      | \$900,000            | \$1,000,000    |
| 24800            | Citywide                              | Fleet Repair Parts, Tools, Services & Equipment | \$600,000      | \$5,400,000          | \$6,000,000    |



2. Contract Awarding Authority List – Several reference numbers are amended to reflect the correct department responsible for the project.

| Reference Number | Project Number | Description                         | Current Dept                          | Proposed Dept            | New Reference Number |
|------------------|----------------|-------------------------------------|---------------------------------------|--------------------------|----------------------|
| 24180            | R51020         | Stadium Art Project                 | Human Resource and Community Vitality | Arts Culture and Library | 24190                |
| 24354            | P71380         | Regional Communication Tower #1     | Water Resource Management             | City Manager             | 24022                |
| 24171            | P42030         | Litchfield Rd(a)-SR3030 Interchange | Community Development                 | Transportation           | 24300                |
| 24172            | P42040         | White Tanks Corridor Study          | Community Development                 | Transportation           | 24301                |
| 24173            | P42050         | Litchfield Rd(b) SR303-Happy Valley | Community Development                 | Transportation           | 24302                |
| 24242            | P61380         | Cactus Rd (Litchfield-RR Track)     | Public Works                          | Transportation           | 24303                |
| 24243            | P61500         | Traffic Signals                     | Public Works                          | Transportation           | 24304                |
| 24244            | P61531         | 163rd Ave/Jomax Rd Intersection PH2 | Public Works                          | Transportation           | 24305                |
| 24245            | P61540         | 163rd Ave (Grand-Happy Valley)      | Public Works                          | Transportation           | 24306                |
| 24246            | P61570         | 175th/Waddell Well Relocation       | Public Works                          | Transportation           | 24307                |
| 24248            | P61640         | 163rd Ave (Happy Valley-W Desert M) | Public Works                          | Transportation           | 24308                |
| 24249            | P61650         | ITS Network Equip Upgrade MAG Grant | Public Works                          | Transportation           | 24309                |
| 24250            | P61660         | Cactus Rd (Cotton-Reems)            | Public Works                          | Transportation           | 24310                |
| 24251            | P61690         | SR303 Design Concept Report         | Public Works                          | Transportation           | 24311                |
| 24252            | P61820         | Bell Rd Landscape & Street Lighting | Public Works                          | Transportation           | 24312                |
| 24351            | P71310         | Reems Rd Flooding Cactus & Waddell  | Water Resource Management             | Transportation           | 24313                |



**CITY OF SURPRISE**  
**Regular City Council Meeting**

Council Meeting Date: August 15, 2023  
Submitting Department: City Clerk  
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk  
District: District 3

---

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

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**Agenda Wording:**

Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 249933, requested by Amy S. Nations, for Barrio Queen, for Series 12 Liquor License. Barrio Queen is located at 13434 N Prasada Parkway, Surprise, AZ 85388

---

**Motion:**

I move to recommend approval of application No. 249933 requested by Amy S Nations for a Series 12 (Restaurant) for Barrio Queen located at 13434 N Prasada Parkway, Surprise AZ 85388.

---

**Background:**

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**Objective Analysis:**

---

**Policy Compliant:**

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**Financial Impact:**

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**Budget Impact:**

**FTE Impact:**

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**ATTACHMENTS:**

1. PD - Barrio Queen Mexican Restaurant
  2. Fire - 13434 N Prasada Pkwy Barrio Queen Liquor License
  3. Finance - Barrio Queen - 13434 N Prasada Parkway
  4. CD - BARRIO QUEEN - REPORT
  5. BARRIO QUEEN MAP
-

**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: July 24, 2023

Application Number - 249933  
New Series #12 – Restaurant

APPLICANT:

**Barrio Queen**  
13434 N Prasada Parkway  
Surprise, Arizona 85388

FINDINGS:

- 1) **Evidence concerning the nature of the proposed business, its potential market and its likely customers.**  
Barrio Queen is a brand-new full serve restaurant specializing in Mexican Cuisine. The potential market should be residents of all ages from Surprise and the west valley. There is projected seating for 142 persons, including separate bar seating of 20 persons. There is no live entertainment scheduled, however there will be five televisions inside.
- 2) **Effect of vehicular traffic in proximity.**  
The entire Prasada development has been engineered to have plenty of ingress and egress locations throughout the entire retail area, which should be sufficient for the area, including for Barrio Queen.
- 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.**  
N/A. New construction.
- 4) **Comparison of hours of operation of the proposed premises to the existing businesses in proximity.**  
All other local Barrio Queen restaurants in the valley are opened every day from 11 AM to 10 PM. In the general area, brand new Cooper's Hawk Winery and Restaurant (series 12) has the hours of 11 AM to 9 PM every day, with exception of Fridays and Saturdays when they close at 10 PM. There are several new retail businesses in the expanding Prasada retail area, including fast casual eateries that all close approximately at the same time. Fat Cats Family Entertainment Center (Series 6), is approximately 1,000 feet across the parking lot from Barrio Queen, is opened from 10 AM to 11 PM every day.
- 5) **Appropriateness of series license requested.**  
A series 12 license is appropriate for Barrio Queen, per Arizona state guidelines for restaurants.

Submitted by Officer Chris Tovar #2059



**Surprise Fire-Medical Department**  
14250 W. Statler Plaza Ste. 101  
Surprise, AZ 85374-7479  
Phone: 623-222-5000  
Fax: 623-222-5001



July 17, 2023

To: Charles Vasquez, Deputy City Clerk

From: Keith Tanner, Fire Marshal

Subject: Liquor License Application

Applicant: Barrio Queen  
13434 N Prasada Parkway, Surprise, AZ 85388

The Surprise Fire-Medical Department has been involved with the pre-construction / plan review process at the above referenced location within the last few months to ensure compliance with the applicable fire codes within the tenant space and building. Since construction work is still ongoing, there are no known fire code violations. Therefore, fire has no comment on the application at this time.

If you have any questions feel free to contact me.

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



# MEMO

Date: 7/17/2023

To: Sherry Aguilar, City Clerk  
Charles Vasquez, Deputy City Clerk

From: Courtnee Chavez, Business Compliance Specialist

RE: Liquor License Application – Barrio Queen - 13434 N Prasada Parkway

---

## Business License Status:

- ☒ Application link emailed on 7/17/23 .
- ☐ License # , current and valid for .
- ☐ Applied for license but is still pending and waiting on customer to provide additional information or documents.



**Finance Department**  
Revenue Division  
16000 N. Civic Center Plaza  
Surprise, AZ 85374-7470  
[Business.license@surpriseaz.gov](mailto:Business.license@surpriseaz.gov)

7/17/2023

BARRIO QUEEN  
11672 E SHEA BLVD  
SCOTTSDALE, AZ 85289

Re: Business License Requirement

To Whom It May Concern:

The Revenue Division has received notification that a liquor license application has been received on behalf of your company.

The City of Surprise requires that all businesses located within the City of Surprise have a City of Surprise business license prior to the start of their operations. Please be sure to apply for your business license at least 3 weeks prior to the opening of your business.

You can apply online at <https://primeweb.surpriseaz.gov/>. City of Surprise Business License applications and supplemental forms are available online at <https://www.surpriseaz.gov/407/Business-License-Application-Supplementa>. License Fees will be billed upon approval of your license application.

For additional information, please visit the City of Surprise website at [www.surpriseaz.gov](http://www.surpriseaz.gov).

If you have any questions, please email our office at [business.license@surpriseaz.gov](mailto:business.license@surpriseaz.gov).

Respectfully,  
Revenue Division



## COMMUNITY DEVELOPMENT DEPARTMENT

**Date:** July 28, 2023  
**To:** Charles Vasquez, Deputy City Clerk  
**From:** Lloyd Abrams, Community Development Director  
James Stewart, Zoning Specialist  
**Re:** Liquor License Application for:

**Agent, Amy S. Nations  
Barrio Queen  
13434 N. Prasada Pkwy.  
Surprise, Arizona 85388**

### **Series 12 (New Application - Restaurant)- Application # 249933**

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

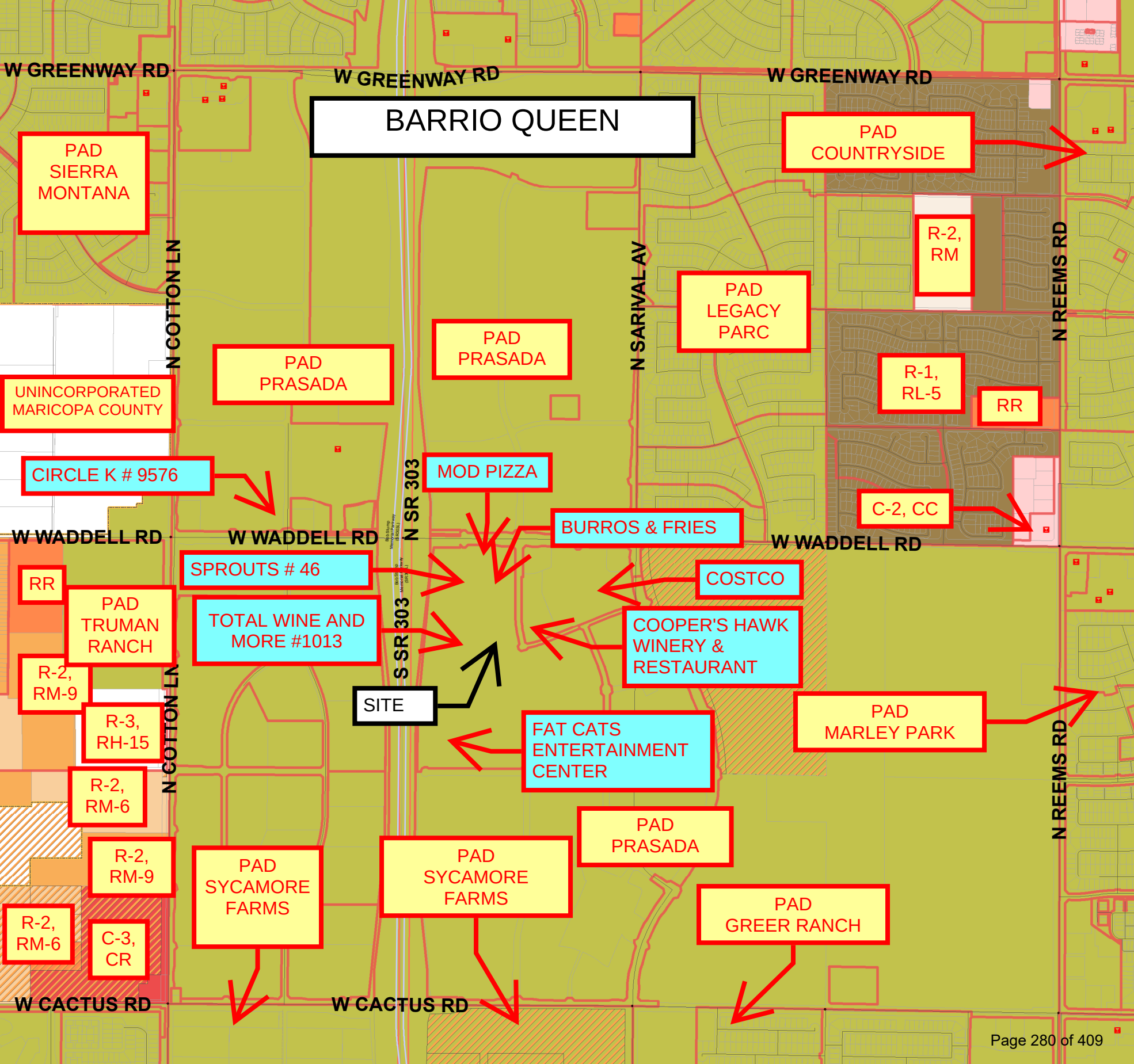
1. Walmart # 5429 (Series 9) – 14111 N. Prasada Gateway Ave.
2. Circle K Store (Series 10) – 16934 W. Waddell Rd. (NEW APPLICATION)
3. CVS Pharmacy # 5530 (Series 9) – 15300 N. Cotton Ln.
4. Fry's Marketplace # 680 (Series 9) – 15215 N. Cotton Ln.
5. 1 Brothers Pizza (Series 12) – 16995 W. Greenway Rd.
6. Frederico's Mexican Food (Series 12) – 16995 W Greenway Rd. #100
7. Ben's Pizza (Series 12) – 16630 W. Greenway Rd. # 326 (EXPIRED)
8. Big Buddha (Series 12) – 16572 W. Greenway Rd. #115
9. CVS Pharmacy # 5477 (Series # 9) – 15474 W Greenway Rd.
10. Barro's Pizza (Series 12) – 15403 W. Greenway Rd. #104
11. Wal-Mart Neighborhood Market # 4218 (Series 9) – 15431 W. Greenway Rd.
12. Walgreens # 7933 (Series 9) – 15514 W. Waddell Rd.
13. 4 Sons Food Store (Series 10) – 15445 W. Waddell Rd.
14. Bashas' # 137 (Series 9) – 15367 W. Waddell Rd.
15. Vogue Bistro (Series 12) – 15411 W. Waddell Rd. # 108
16. ARCO AM/PM (Series 10) – 15433 W. Cactus Rd. (EXPIRED)
17. Costco Wholesale #1375 (Series 09) – 16385 W. Waddell Rd.
18. Cooper's Hawk Winery & Restaurant (Series 12) – 16470 W. Alexandria Wy.
19. Burros & Fries (Series 12) – 13544 N. Prasada Pkwy. #101
20. MOD Pizza (Series 12) – 13668 N. Prasada Pkwy. # 100
21. Sprouts Farmers Market # 46 (Series 10) – 13650 N. Prasada Pkwy.
22. Total Wine and More #1013 (Series 9) – 13440 N. Prasada Pkwy.
23. Fat Cats Entertainment Center (Series 6) – 13100 N. Prasada Pkwy.

The immediate area is comprised of commercial zoning. The property is zoned PAD, Prasada (Commercial) which is consistent with the proposed use.

Commercial and residential growth is expected.

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.





BARRIO QUEEN

PAD  
SIERRA  
MONTANA

PAD  
COUNTRYSIDE

R-2,  
RM

PAD  
LEGACY  
PARC

PAD  
PRASADA

PAD  
PRASADA

R-1,  
RL-5

RR

CIRCLE K # 9576

MOD PIZZA

BURROS & FRIES

C-2, CC

RR

PAD  
TRUMAN  
RANCH

SPROUTS # 46

TOTAL WINE AND  
MORE #1013

COSTCO

COOPER'S HAWK  
WINERY &  
RESTAURANT

R-2,  
RM-9

R-3,  
RH-15

R-2,  
RM-6

R-2,  
RM-9

R-2,  
RM-6

C-3,  
CR

PAD  
SYCAMORE  
FARMS

PAD  
SYCAMORE  
FARMS

PAD  
PRASADA

PAD  
GRANGER RANCH

PAD  
MARLEY PARK

FAT CATS  
ENTERTAINMENT  
CENTER

SITE



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 15, 2023      Contact Person:  
Submitting Department: Community Development      District: District 1  
Staff Recommendations: None

---

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

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### **Agenda Wording:**

Presentation, discussion, and public hearing on the annexation proposal known as Case FS23-0138, Sunrise Nursery Multi-Family Residential, in accordance with Arizona Revised Statutes 9-471(A)(3).

---

### **Motion:**

Discussion and public hearing only.

---

### **Background:**

Beus Gilbert McGroder, PLLC, representing the property owner, seeks annexation of undeveloped land generally located east of 163rd Avenue and south of Planada Lane. The annexation proposal is for one (1) parcel, consisting of approximately 4.97 acres of unincorporated land with Maricopa County zoning district Rural-43. If annexed, the property will assume the similar zoning district of Rural Residential (RR) as outlined in the Land Development Ordinance (LDO). The owner applied for a rezone request (under the same project case) for Residential High Density (R-3).

The blank petition was recorded with the Maricopa County Recorder's Office on July 17, 2023. Per the Arizona Revised Statutes (ARS) signatures of property owners may not be collected until 30 days after the recording of the blank petition and a public hearing must be held within the last ten days of the 30-day waiting period. Once the public hearing is held and the 30-day waiting period has expired state statute requires that an excess of 50% of the land owners and assessed valuation for all real and personal property sign the in order to validate the petition. The statute allows up to one year to obtain the signatures; staff anticipates obtaining the necessary signature within one year, with the final signed petition being heard by the City Council at a future date.

---

### **Objective Analysis:**

Positive impacts include adding additional property to the incorporated limits which will generate additional property and potential development fees. Negative impacts could include providing services in a 4.97-acre area where the City did not have to previously serve.

---

### **Policy Compliant:**

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

the City.

---

**Financial Impact:**

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

---

**Budget Impact:**

At this time there are no budget impacts associated with this item. If the City Council moves forward to annex property into the City limits, the budgetary impact to the City would include providing services to an area in which the City did not previously do so. If the area is annexed, that could result in future development fees, and sales and property taxes.

**FTE Impact:**

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

---

**ATTACHMENTS:**

1. 00 FS23-0138 Sunrise Nursery Multi-Family Residential Annexation - Staff Report
  2. 01 - FS23-0138 Sunrise Nursery Multi-Family Residential - Recorded Blank Petition
  3. 02 - FS23-0138 Sunrise Nursery Multi-Family Residential - Vicinity Map
  4. FS23-0138 Sunrise Nursery Multi-Family Residential - Blank Petition - PowerPoint [Autosaved]
-

# ANNEXATION

## REPORT TO THE CITY COUNCIL

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**Case:** FS23-0138

**Project Name:** Sunrise Nursery Multi-Family Residential – Blank Petition

**Council District:** 1 - Acacia

**City Council Date:** August 15, 2023

**Planner:** Chris Sexton, Planner II

---

**Owner:** Valparaiso LLC

**Applicant:** Marcela Mora-Yatko with Beus Gilbert McGroder, PLLC

**Request:** Annexation Public Hearing

**Site Location:** Generally located east of 163<sup>rd</sup> Avenue and south of Planada Lane

**Site Size:** 4.97 acres (approx.)

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

**Actions:** No Action at the time. City Council public hearing to discuss the annexation proposal.

**Introduction:**

Beus Gilbert McGroder, PLLC representing the property owner, seeks annexation of an undeveloped parcel generally located east of 163<sup>rd</sup> Avenue and south of Planada Lane. The annexation proposal is for approximately 4.97 acres, consisting of one (1) parcel with one (1) property owner of unincorporated land adjacent to the Surprise City limits.

**Project Description:**

The property is currently zoned Maricopa County Rural-43. If annexed, the property will assume similar Rural Residential (RR) zoning of the Surprise Land Development Ordinance (LDO). Representatives of the property owner applied for a rezone request

(under the same project case) from RR to Residential High Density (R-3) which will be heard by City Council and Planning and Zoning Commission at a later date.

The parcel associated with this proposed annexation boundary includes:

- 503-57-010K

Arizona Revised Statutes require the filling of a blank annexation petition. The blank petition relating to the subject property was recorded with the Maricopa County Recorder's Office on July 17, 2023 (see attached). Arizona Revised Statutes also require that no signatures be obtained during a 30-day waiting period immediately following the filing of the blank petition, and that a public hearing must be held during the last 10 days of the 30-day waiting period. This requirement is met as the public hearing is held on day 29 of the 30-day waiting period. Once the public hearing is held and the 30-day waiting period has ended, signatures may be collected. State statute further requires that an excess of 50% of the landowners and assessed valuation for all real and personal property, sign the petition in order to validate the petition. State statute also allows up to one year following the end of the 30-day period to obtain the required number of signatures.

#### **Summary:**

The proposed annexation includes approximately 4.97 acres and requires signatures from representatives of one (1) property owner after the Arizona Revised Statute's required 30-day waiting period that concludes 30 days after the recordation of the blank petition. Upon receiving those signatures, Sunrise Nursery Multi-Family Residential will be eligible for annexation by the City of Surprise. The signed petition must be presented and considered by City Council within one (1) year.

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

#### **Attachments:**

01 Recorded Blank Petition

02 Vicinity Map

Recording requested by:

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

AnnexPetRes202360-7-1-1--  
morenoa

---

**BLANK ANNEXATION PETITION**

**RESOLUTION 2023-60**

**EXHIBITS AND AFFIDAVIT REGARDING ANNEXATION**

## ANNEXATION PETITION

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

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

The description of the territory proposed to be annexed as part of the Surprise Case #FS23-0138, not already within the present limits of the City of Surprise and located in Maricopa County, Arizona, is as described and attached hereto, marked Exhibit "A" and made part thereof:

| DATE | NAME OF<br>PROPERTY<br>OWNER | MAILING ADDRESS | PHONE NO | PARCEL NUMBER<br>OR LEGAL<br>DESCRIPTION |
|------|------------------------------|-----------------|----------|------------------------------------------|
|      |                              |                 |          |                                          |
|      |                              |                 |          |                                          |
|      |                              |                 |          |                                          |
|      |                              |                 |          |                                          |
|      |                              |                 |          |                                          |
|      |                              |                 |          |                                          |
|      |                              |                 |          |                                          |
|      |                              |                 |          |                                          |
|      |                              |                 |          |                                          |
|      |                              |                 |          |                                          |

## RESOLUTION # 2023-60

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DIRECTING THE RECORDING OF A BLANK PETITION FOR ANNEXATION PURSUANT TO A.R.S. § 9-471 TO INITIATE THE PROCESS OF ANNEXING CERTAIN PROPERTY THAT ADJOINS AND IS CONTIGUOUS TO THE CITY OF SURPRISE CONSISTING OF APPROXIMATELY 4.97 ACRES LOCATED EAST OF 163<sup>RD</sup> AVENUE AND SOUTH OF PLANADA LANE IN MARICOPA COUNTY, ARIZONA**

**WHEREAS**, it has been proposed that the City of Surprise annex certain property of a portion of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described in the attached ***Exhibit A***;

**WHEREAS**, the area to be annexed adjoins the exterior boundary of the City of Surprise for at least 300 feet and is otherwise contiguous to the City; and

**WHEREAS**, A.R.S. § 9-471(A)(1) requires that the City file, in the office of the Maricopa County, Arizona Recorder, a blank petition setting forth the legal description, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***.

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

**Section 1.** The City Clerk shall record with the Office of the Maricopa County Recorder a blank annexation petition containing the legal description of the property, attached hereto as ***Exhibit A***, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as ***Exhibit B***. The City Clerk shall also record a sworn affidavit verifying that no part of the territory proposed to be annexed is already subject to an earlier filing for annexation.

**Section 2.** The City Clerk shall call a public hearing for the purpose of consideration of the proposed annexation, said hearing to be noticed for a date between twenty (20) to thirty (30) days after filing the blank annexation petition, in accordance with A.R.S. § 9-471 (A)(3).

***[SIGNATURES TO FOLLOW ON THE NEXT PAGE]***



APPROVED AND ADOPTED this 20<sup>th</sup> day of June, 2023.



Skip Hall, Mayor

Attest:



Sherry Aguilar, City Clerk

Approved as to form:



Robert Wingo, City Attorney



**Exhibit "A"**  
**Legal Description**  
**Sunrise Nursery**  
**Annexation (APN 503-57-010K)**

Job No. 22-0518.1

April 21, 2023

A portion of the Northwest Quarter of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the Northwest Corner of said Section 18, being marked by a 3" City of Surprise brass cap flush, from which the West Quarter Corner of said Section 18, being marked by a 2-3/4" Maricopa County Highway Department brass cap in handhole, bears South 0 degrees 21 minutes 23 seconds West, 2633.85 feet

thence along the West line of said Northwest Quarter, South 0 degrees 21 minutes 23 seconds West, 658.99 feet;

thence South 89 degrees 34 minutes 49 seconds East, 578.69 feet to the **POINT OF BEGINNING**;

thence South 89 degrees 39 minutes 37 seconds East, 329.71 feet;

thence along the East line of the West Half of the Southwest Quarter of the Northeast Quarter of said Northwest Quarter, South 0 degrees 00 minutes 59 seconds East, 657.85 feet;

thence along the South line of the said West Half, North 89 degrees 37 minutes 24 seconds West, 329.54 feet;

thence along the West line of said West Half, North 0 degrees 01 minutes 53 seconds West, 657.63 feet to the **POINT OF BEGINNING**.

Contains 216,802 square feet or 4.9771 acres, more or less.



# EXHIBIT "B"

POINT OF COMMENCEMENT  
NW COR  
SEC 18, T4N, R1W,  
3" COS BRASS CAP FLUSH  
**W PAT TILLMAN BLVD**



**N 163RD AVE**  
(BASIS OF BEARINGS)  
S0°21'23"W 2633.85'

658.99'  
APN: 503-57-008E  
HUEY RICHARD  
G/IRENE TR/WONG  
W O/S O TR/ETAL

S89°34'49"E  
578.69'

APN: 503-57-008C  
MORGAN CAREY  
D/LAUREN L

APN: 503-57-008D  
CAMPANIA LLC

APN: 503-57-006  
VALPARAISO LLC

APN: 503-57-038A  
BREWER MARIA D  
S89°39'37"E

POINT OF BEGINNING

TOTAL LAND AREA:  
**216,802** Square Feet  
**4.9771±** Acres,  
more or less

APN: 503-57-010R  
FRONSMAN  
GEORGE/CRYSTAL

APN: 503-57-010S  
ARREOLA  
ALFREDO/NORMA

APN: 503-57-026B  
VALPARAISO LLC



75 0 150  
scale feet

W1/4 COR  
SEC 18, T4N, R1W,  
MCDOT BRASS CAP IN HAND HOLE

22-0518.1

SUNRISE NURSERY  
EXHIBIT "B"

ANNEXATION (APN 503-57-010K)



1130 N. Alma School Rd.  
Ste. 120 Mesa, AZ 85201  
T: 480.503.2200 | F: 480.503.2758  
www.epsgroupinc.com

## AFFIDAVIT REGARDING ANNEXATION

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

1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed Community Development Director of the City of Surprise, Arizona and I am qualified to make this affidavit on behalf of and for the City.
3. I have made a diligent search of the records of the Office of the Clerk of the City of Surprise and of the Office of the Maricopa County Recorder for any annexation filing which might involve territory sought to be annexed in the City of Surprise Annexation Petition, which is filed herewith, with exhibits, in the Office of the Maricopa County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471(A)(6), that no part of the territory associated with **Surprise Case #FS23-0138** for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

FURTHER AFFIANT SAYETH NOT.

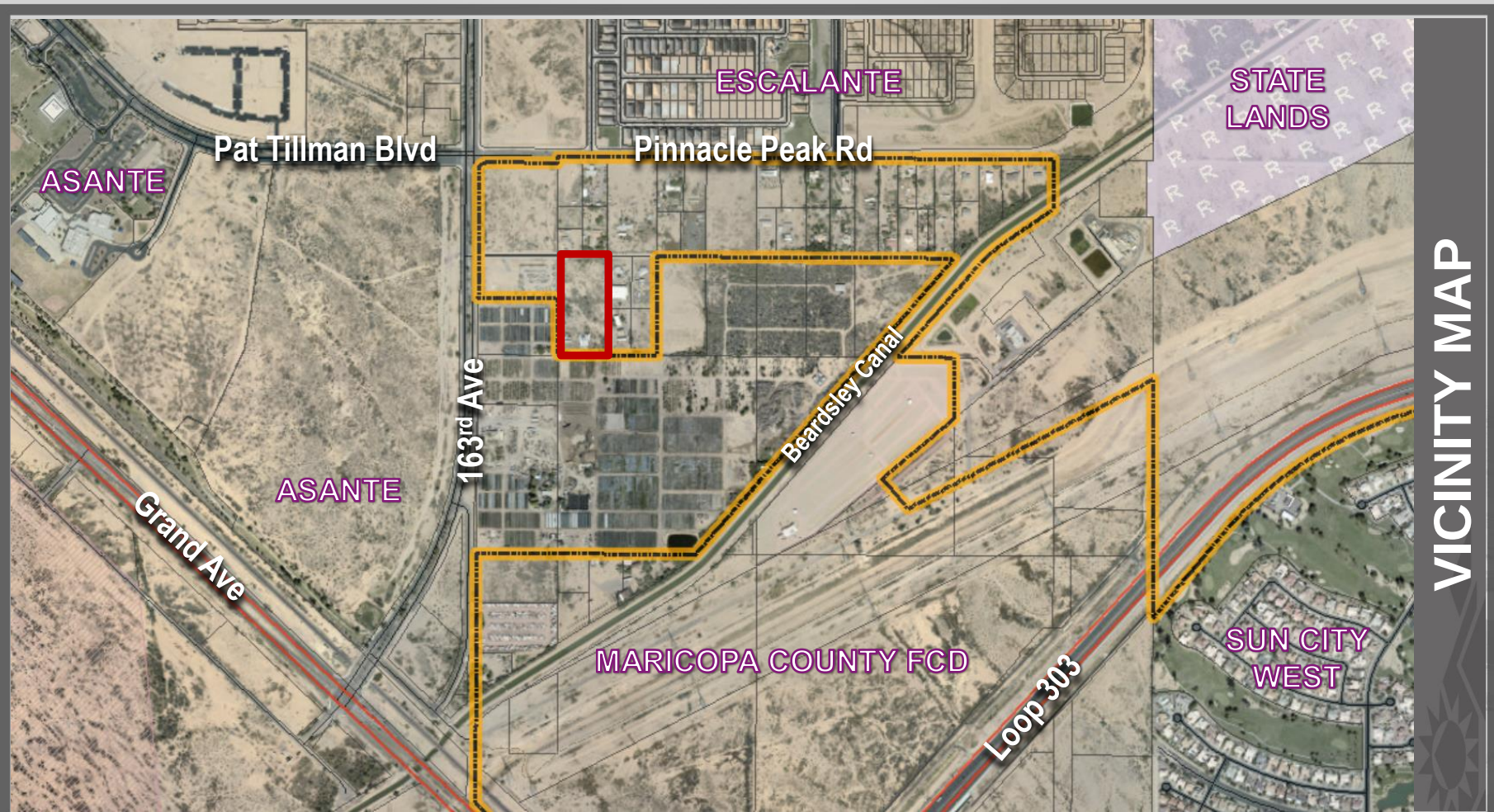
  
(Lloyd Abrams, Surprise Community Development Director)

SWORN TO AND SUBSCRIBED before me  
this 17<sup>th</sup> day of July, 2023.

  
Notary Public for the State of Arizona



My commission expires: Feb. 18, 2026



## VICINITY MAP

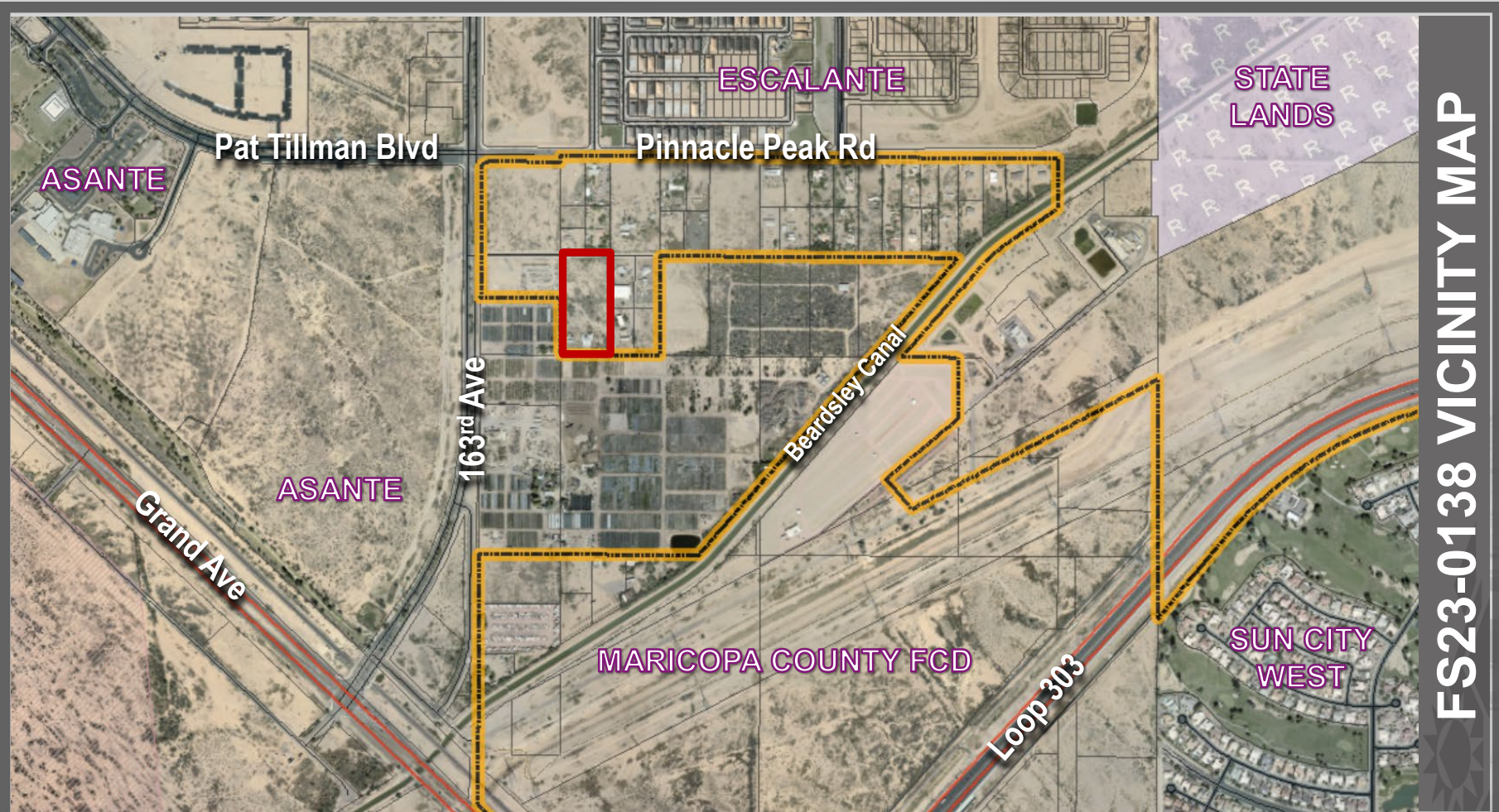




**FS23-0138**

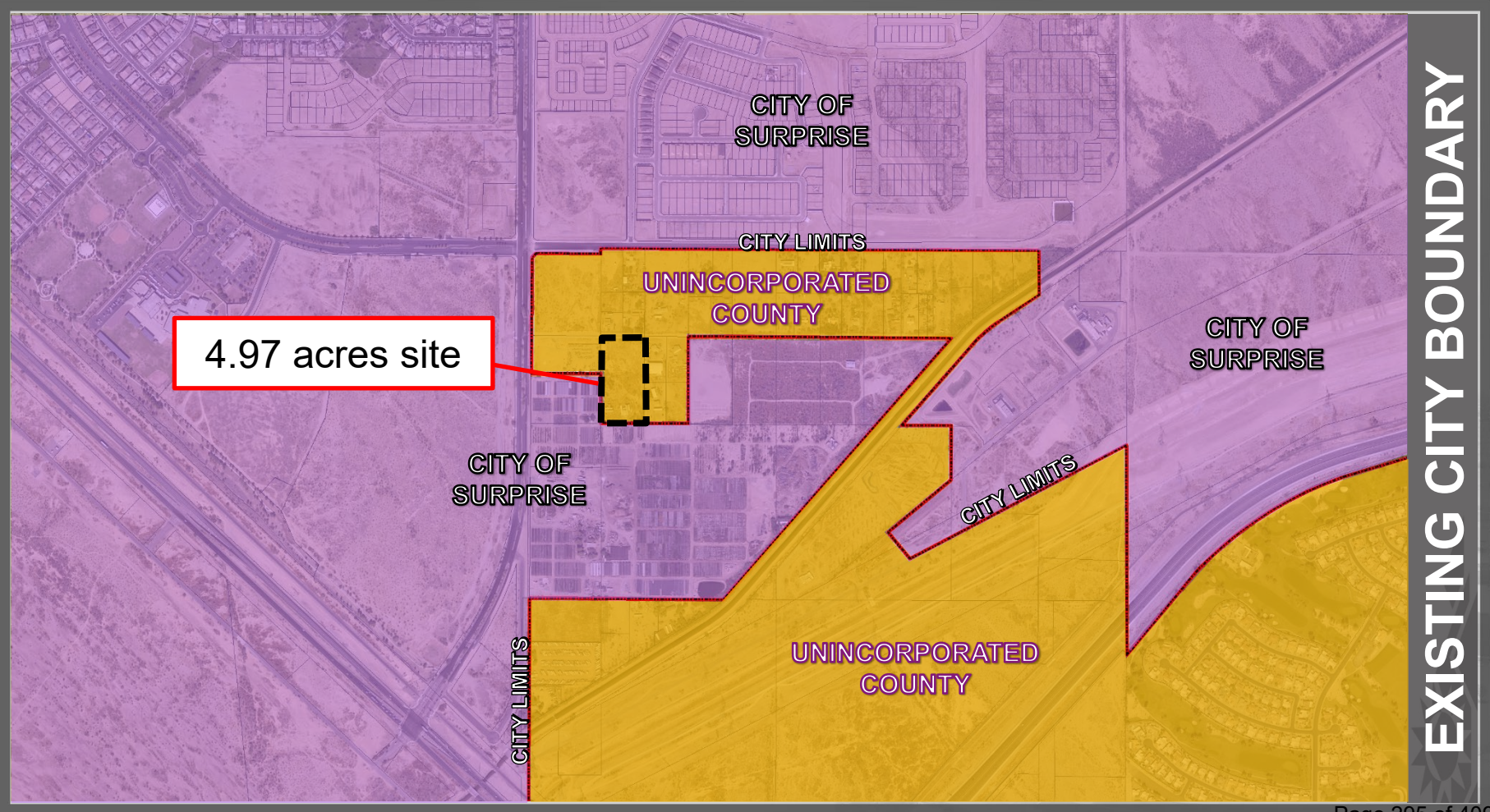
# **Sunrise Nursery Multi-Family Residential Annexation**

City Council  
August 15, 2023

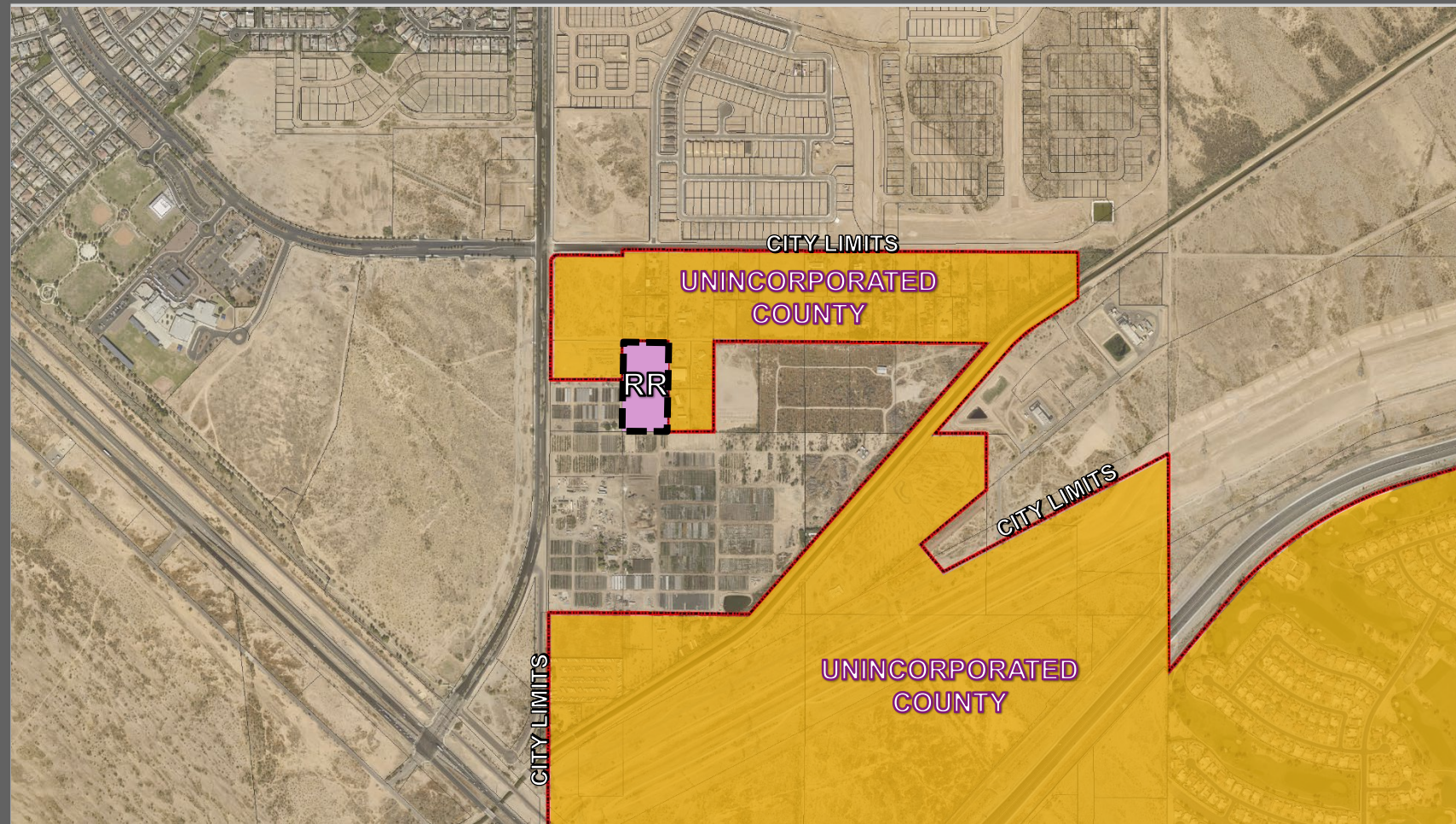


# FS23-0138 VICINITY MAP









# POST ANNEXATION ZONING

# Annexation Steps

## **Resolution for the Intent to Annex**

- Approve Resolution for Blank Petition
- City Council meeting – June 20, 2023

## **File Blank Petition:**

- Begins 30-day waiting period
- Reach out to County Assessor and Dept of Revenue
- July 17, 2023 – petition filed

## **Public Hearing:**

- City council holds public hearing to discuss the annexation ← **Tonight**

## **Obtain signatures on annexation petitions**

- Applicant has 1 year to complete petition
- City Council adopts annexation ordinance

# Concurrent Cases

Planning and Zoning Commission and City Council

➤ **FS23-0138 Rezone under same case:**

- ✓ Rezoning: From RR to R-3





**SURPRISE**  
ARIZONA

# QUESTIONS OR COMMENTS?

Thank You



## CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: August 15, 2023

Contact Person: Trever Fleetham, PLANNER  
SENIOR

Submitting Department: Community Development District: District 1

Staff Recommendations:

---

Consent: No

Regular: No

Public Hearing: Yes

Report/Discussion: No

---

### **Agenda Wording:**

Consideration and action pertaining to a Major PAD Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to mixed-use (R-3 residential, C-2 and C-3 commercial) and modify development standards. The site is generally located at the southwest corner of 163<sup>rd</sup> Avenue and Pat Tillman Blvd, within the Asante PAD; Case FS22-0517; Ordinance #2023-03.

---

### **Motion:**

I move to approve Ordinance #2023-03 Alternative 1 [original application].

I move to approve Ordinance #2023-03 Alternative 2 [P&Z recommendation].

I move to approve Ordinance #2023-03 Alternative 3 [post- P&Z revised proposal].

---

### **Background:**

Withey Morris, PLC, the applicant, on behalf of Kimco Barclay Surprise II, LLC, the owner, requests a Major PAD Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to mixed-use and modify development standards. The change would result in a mixture of residential and commercial land uses at the southwest corner of 163<sup>rd</sup> Avenue and Pat Tillman Blvd.

---

### **Objective Analysis:**

This Major PAD Amendment would allow the applicant to develop the property with a mix of uses.

---

### **Policy Compliant:**

The requested Major PAD Amendment, as outlined and detailed in the amendment document, is consistent with the Surprise Land Development Ordinance and advances the goals and policies of the General Plan.

---

### **Financial Impact:**

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

services.

---

**Budget Impact:**

There is no anticipated budget impact related to this item.

**FTE Impact:**

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

---

**ATTACHMENTS:**

1. 00 - FS22-0517 Asante Major PAD Amendment - Staff Report 080123 CC
  2. 01 - FS22-0517 Asante Major PAD Amendment - Vicinity Map
  3. 02 - FS22-0517 Asante Major PAD Amendment - Existing Land Use Map
  4. 03 - FS22-0517 Asante Major PAD Amendment - Proposed Land Use Map
  5. 04 - FS22-0517 Asante Major PAD Amendment - Amendment Document Reduced File Size
  6. 05 - FS22-0517 Asante Major PAD Amendment - Luke AFB Comments
  7. 06 - FS22-0517 Asante Major PAD Amendment - Affidavit of Site Posting
  8. 07 - FS22-0517 Asante Major PAD Amendment - Citizen Participation Report
  9. 08 - FS22-0517 Asante Major PAD Amendment - Support & Opposition
  10. 09a - FS22-0517 Asante Major PAD Amendment - Ordinance Alternative 1 (Original Request)
  11. 09b - FS22-0517 Asante Major PAD Amendment - Ordinance Alternative 2 (PZ Recommendation)
  12. 09c - FS22-0517 Asante Major PAD Amendment - Ordinance Alternative 3 (Revised Proposal) (004)
  13. FS22-0517 Asante Major PAD Amendment - 080123 CC
-

# MAJOR PAD AMENDMENT

## REPORT TO THE CITY COUNCIL

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**Case:** FS22-0517

**Project Name:** Asante Major PAD Amendment

**Council District:** 1 – Acacia

**Meeting Date:** August 15, 2023

**Planner:** Trever Fleetham, AICP

---

**Owner:** Kimco Barclay Surprise II, LLC

**Applicant:** Withey Morris PLC

**Request:** Major Planned Area Development (PAD) Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to mixed-use and modify development standards.

**Site Location:** Generally located at the southwest corner of 163<sup>rd</sup> Avenue and Pat Tillman Blvd, within the Asante PAD.

**Site Size:** 101 gross acres (approx.)

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

**Support/Opposition:** See attached Citizen Participation Report

**Commission Recommendation:** The Planning & Zoning Commission recommended **approval** with the following additional stipulations:

- The residential area shall be capped at a total of 475 dwelling units.
- Commercial development shall be built concurrently with the residential development.



40 **Project Description:**

41 Withey Morris, PLC, the applicant, on behalf of Kimco Barclay Surprise II, LLC, the owner,  
42 requests a Major PAD Amendment to the Asante PAD to change the land use designation  
43 for approximately 101 gross acres from commercial to mixed-use and modify development  
44 standards. The change would result in approximately 21.9 acres of C-2 commercial, 28.8  
45 acres of C-3 commercial, and 50.3 acres of R-3 high density residential at the southwest  
46 corner of 163<sup>rd</sup> Avenue and Pat Tillman Blvd.

47  
48 **Background:**

49  
50 **November 3, 1988:** The subject property was annexed into the City of Surprise under  
51 Ordinance #88-24

52  
53 **November 24, 2004:** The Mayor and City Council approved the Asante Planned Area  
54 Development under case PAD04-124, Ordinance #04-41.

55  
56 **October 28, 2021:** The applicant met with staff to discuss the subject proposal during a  
57 regularly scheduled Concept Review Meeting under case CR21-567.

58  
59 **April 8, 2022:** The applicant submitted for a Major PAD Amendment to the Asante PAD  
60 under case FS22-0517, the subject case.

61  
62 **February 16, 2023:** The subject case was heard by the Planning & Zoning Commission,  
63 who recommended approval subject to stipulations 'a' through 'd'.

64  
65 **April 4, 2023:** The subject case was scheduled for a public hearing during a regularly  
66 scheduled City Council meeting. At the request of the applicant, the item was continued  
67 to a date certain of May 16, 2023, and ultimately continued to August 1, 2023.

68  
69 **May 16, 2023:** The subject case was scheduled for a public hearing during a regularly  
70 scheduled City Council meeting, and at the request of the applicant it was continued  
71 again, ultimately for the August 1, 2023 City Council meeting. During this time the  
72 applicant revised the request.

73  
74 **Analysis and Discussion:**

75 The subject site, Parcel 1.2 of the Asante PAD, is currently designated as C-2  
76 commercial. The applicant is requesting a change in the land use map to reduce the  
77 amount of commercial and incorporate residential development. Initially, the applicant  
78 proposed approximately 15 acres of C-2 commercial, with the remainder of the site being  
79 a combination of R-2 single-family residential and R-3 multi-family residential. After  
80 multiple City reviews and neighborhood outreach, the applicant elected to amend the  
81 proposal.  
82

83 The revised proposal included a combination of multi-family residential, community  
84 commercial, and regional commercial, following the R-3, C-2, and C-3 standards of the  
85 LDO. The north half of the site, which is carried through from the original proposal, is  
86 planned as a mixed-use development. The 29.2 acre R-3 parcel is planned for a build-to-  
87 rent cottage community – the site plan for which was reviewed under the same case  
88 number. This development has been planned to integrate with the C-2 commercial  
89 development to the east. The applicant has incorporated site design elements between  
90 these two developments, such as vehicular and pedestrian connectivity, shared open  
91 space, and building orientation and massing, in order to achieve a horizontal mixed-use  
92 development.

93  
94 These mixed-use elements have already been incorporated into the site plan for the north  
95 side multi-family currently in review with the City. Since a site plan has not been submitted  
96 for review for the C-2 commercial, specific design guidelines have been incorporated into  
97 the proposed amendment to ensure future integration. The C-2 commercial development  
98 is planned for neighborhood scale commercial uses such as retail, restaurant, and offices.  
99

100 The 28.8 acre C-3 parcel on the south side of the subject site is included with the intent  
101 that it will be more employer focused, with an emphasis on healthcare, hospital,  
102 professional offices, and supporting services. The 21.1 acre R-3 parcel on the south is  
103 proposed as an additional residential component to the overall development to support  
104 the C-3 employment uses. While the R-3 zoning designation allows for high-density  
105 residential, this site will be limited to 187 dwelling units per the updated water report,  
106 unless additional capacity is provided.  
107

### 108 ***Water & Wastewater***

109 The original Asante Joint Development Agreement, and its associated water and  
110 wastewater reports, allocated water and wastewater capacity for the subject site based  
111 on its original and current land use designation of C-2 commercial. Updated water and  
112 wastewater reports were provided in association with the subject request to contemplate  
113 the change in demands due to the change in the land use plan, while remaining within  
114 the original approved capacity for the site. The reports utilized standard demands for  
115 commercial areas, and the number of known dwelling units planned for the northern R-3  
116 area, to calculate the number of dwelling units possible in the southern R-3 area without  
117 increasing the original approved capacity. Additional capacity may be required in the  
118 future as the subject site develops.  
119

### 120 ***Open Space & Trails***

In order to be consistent with the Asante PAD and the Surprise General Plan, a trail network has been incorporated into this proposal. Connection points have been planned to the adjacent roadways, existing Asante trails, between each development, and to the central amenity area. The northern residential parcel has been planned with several connection points to the commercial parcel to the east for proper mixed-use integration. This residential development also includes the central open space amenity site for the overall parcel. While included in the site plan for the rental cottages development, this open space will be accessible to the public and include sports courts, playground, turf, and pedestrian amenities.

### **Amended Request**

After hearing feedback from the public and the Planning & Zoning Commission, the applicant again amended the proposal request prior to a City Council public hearing. The latest amended request reduces the amount of R-3 and C-2 area and increases the amount of C-3 area. This revised proposal, which will be presented to the City Council by the applicant, includes a total of 26 acres of R-3, 15 acres of C-2, and 60.1 acres of C-3.

### **Utility and Services Table:**

|                 |                                |
|-----------------|--------------------------------|
| Electric:       | APS                            |
| Water:          | City of Surprise               |
| Wastewater:     | City of Surprise               |
| School District | Dysart Unified School District |

### **Conformance with Adopted Plans:**

**Surprise General Plan 2035:** The Surprise General Plan 2035 shows the subject property as lying within the Commerce & Office Character Area, which can accommodate a variety of land uses. The General Plan states that these areas are “intended to provide opportunities for a mixture of commercial and retail uses, office and employment areas, higher density housing, hospitality developments, government and civic uses, educational and medical campuses, and entertainment choices to encourage a true live, work play environment.”

The proposed amendment was planned to utilize two of the development types contained within the Commerce & Office Character Area: ‘Commercial Office’ and ‘Mixed Use – Residential.’ The north half of the site is designed as a horizontal mixed use development, with a majority of the area being residential and the remainder being neighborhood level commercial. Site layout and design guidelines have been incorporated to ensure integration between the two land uses. The south half of the site utilizes the Commercial Office development type, which supports employment level commercial and supporting, stand-alone multi-family.

As such, the proposed Major PAD Amendment demonstrates consistency with this land use category and advances the goals and policies of the General Plan.

162 **Reviewing Agencies:**

163 In addition to the standard city reviewing agencies, Maricopa Water District, Maricopa  
164 County Department of Transportation (MCDOT) and Luke AFB were included in the  
165 routing of this request. These agencies indicated no objections to the request.  
166

167 **Citizen Outreach:**

168 The applicant held neighborhood outreach meetings on June 28<sup>th</sup> and June 29<sup>th</sup>, 2022  
169 that were properly advertised per the requirements of the LDO. One meeting was held in-  
170 person at Asante Preparatory Academy and the other was held virtually via Zoom. During  
171 these meetings, residents from the vicinity expressed their concerns regarding traffic, loss  
172 of commercial land, prospective commercial uses, parking, construction timing, and  
173 housing.  
174

175 The applicant elected to amend the proposed land use plan after these neighborhood  
176 outreach meetings were held. The applicant subsequently held additional, voluntary  
177 neighborhood outreach meetings to present and receive feedback on the revised plan.  
178 See the attached Citizen Participation Report for a detailed summary of all meetings held.  
179

180 **Summary:**

181  
182 The applicant is requesting a change in the land use designation for the subject property  
183 from C-2 Commercial to a mixture of commercial and residential. Initially, the applicant  
184 proposed a combination of R-2, R-3, and C-2 commercial. After receiving feedback from  
185 the community, the applicant amended their initial request to a combination of R-3, C-2,  
186 and C-3. This combination included 21.9 acres of C-2 commercial, 28.8 acres of C-3  
187 commercial, and 50.3 acres of R-3 high density residential and was the proposal that was  
188 presented to the Planning & Zoning Commission.  
189

190 After the Commission hearing, the applicant elected to amend the proposal again to  
191 incorporate more C-3 commercial and reduce the amount of R-3 residential. This latest  
192 proposal will be presented by the applicant to the Council following staff's presentation.  
193

194 **Findings:**

- 195  
196
  - The proposed Major PAD Amendment is consistent with, and will advance the goals  
197 and policies of, the Surprise General Plan 2035.  
198

199 **Commission Recommendation:**

200 Based on the findings noted above, staff recommended the Commission move to  
201 recommend approval of case FS22-0517 to the City Council subject to stipulations 'a' and  
202 'b' as follows:  
203

- 204
  - a. Development and use of the site shall be consistent with the rezone narrative  
205 entitled "Asante Trails", prepared by Withey Morris, PLC, dated January 13, 2023.  
206

- 207 b. Non-compliance with the stipulations of approval of this case will be treated as a  
208 violation in accordance with the applicable provisions of the Surprise Municipal  
209 Code.

210  
211 The Planning & Zoning Commission recommended **approval** to the City Council with two  
212 (2) additional stipulations as follows:

- 213  
214 c. The residential area shall be capped at a total of 475 dwelling units.

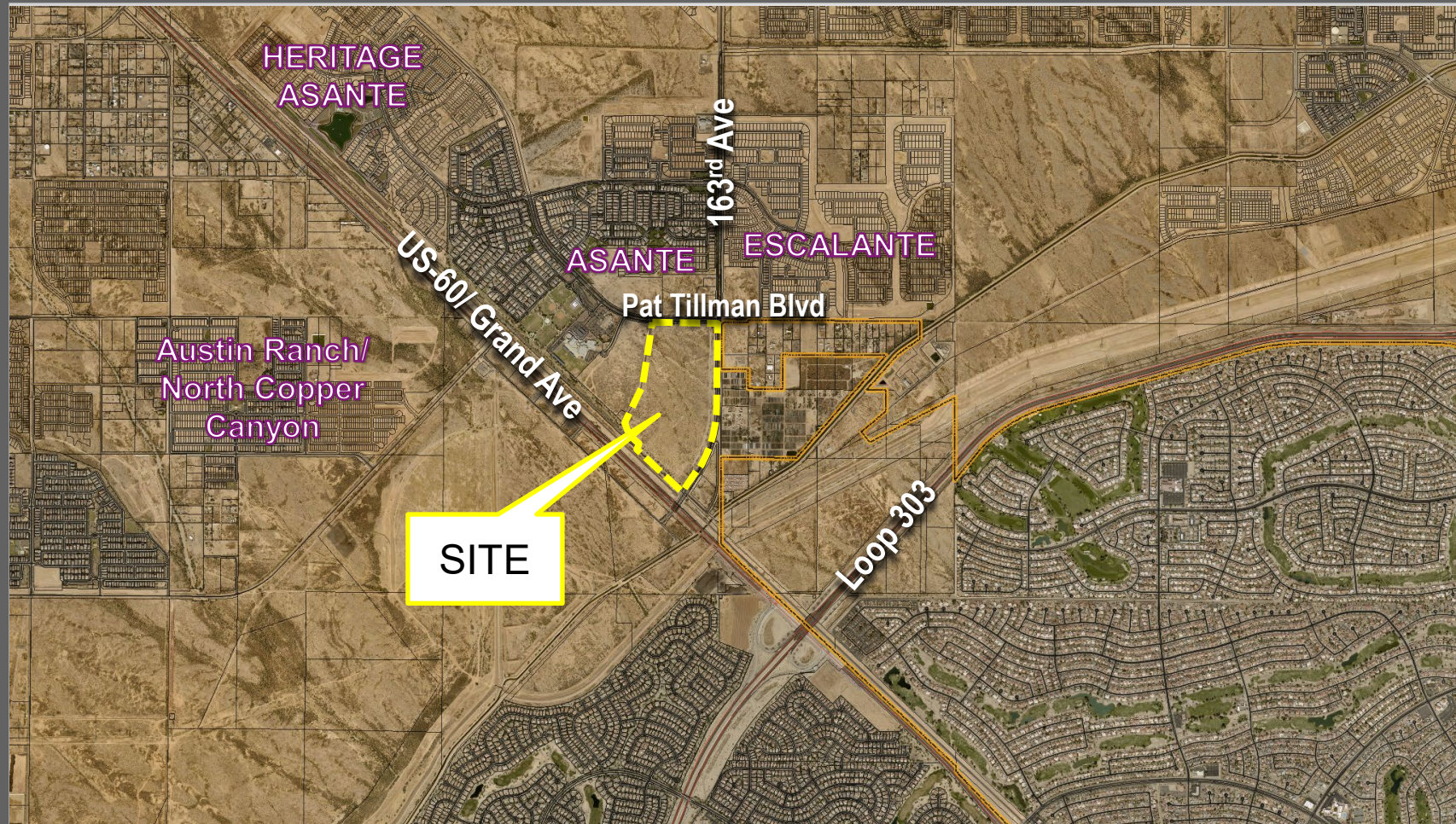
- 215  
216 d. Commercial development shall be built concurrently with the residential development.

217  
218 However, should the City Council wish to deny the request, the Council should make its  
219 own findings and base its decision on those alternative findings.

220  
221 **Attachments:**

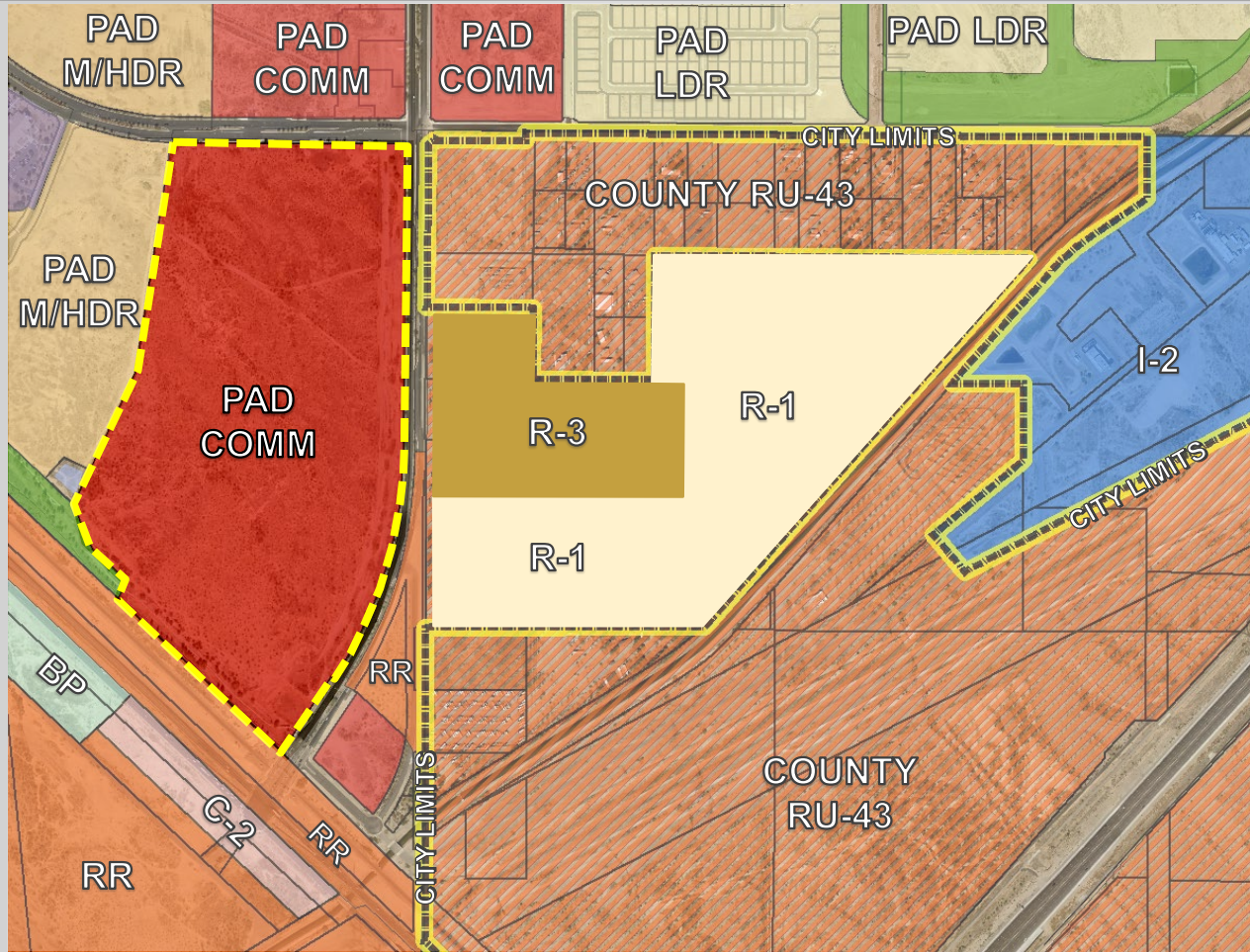
222  
223 01 Vicinity Map  
224 02 Existing Land Use Map  
225 03 Proposed Land Use Map  
226 04 PAD Amendment Document  
227 05 Luke AFB comments  
228 06 Affidavit of Site Posting  
229 07 Citizen Outreach Report – REDACTED  
230 08 Support/Opposition  
231 09a Ordinance #2023-03 Alternative 1  
232 09b Ordinance #2023-03 Alternative 2  
233 09c Ordinance #2023-03 Alternative 3  
234 PPT





## VICINITY MAP



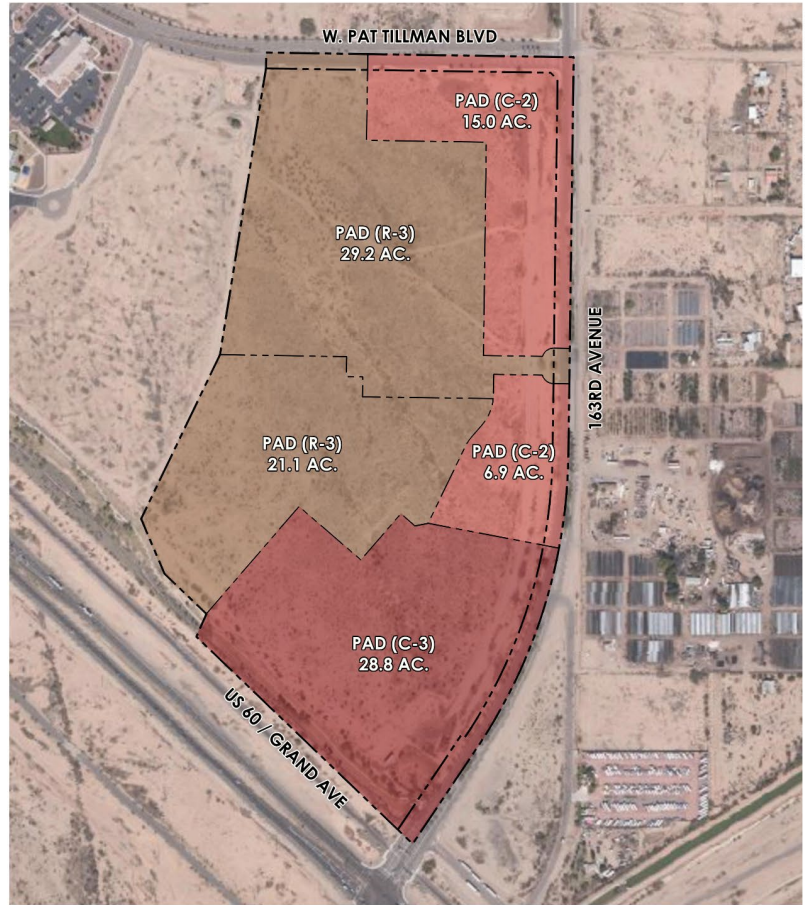


# EXISTING LAND USE

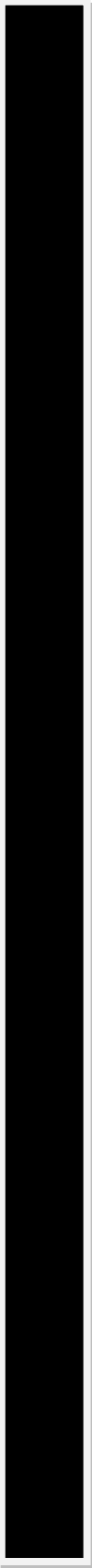




**EXISTING ZONING DISTRICT**



**PROPOSED ZONING DISTRICTS**



**Asante PAD**

**“Asante Trails”**

**FS22-0517**

Major PAD Amendment Narrative  
Amendment No. 8

Submitted: April 2022  
Resubmitted: September 2022  
Resubmitted: December 2022  
Resubmitted: January 2023

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---

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# Introduction

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This Major PAD Amendment request is for the property located at the southwest corner of Pat Tillman Pkwy & 163<sup>rd</sup> Ave, commonly known as Maricopa County Assessor's Parcel Number 503-76-803 (the "Property") (**Exhibit A**). The Property is approximately 101.1 gross acres in size. It is vacant land located within the Asante PAD. Refer to the enclosed Existing Zoning Map (**Exhibit B**).

## Asante History

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The Asante Planned Area Development ("PAD") was approved by the City Council in November 2004 through adoption of Ordinance #04-41. The original approval included 1,508 gross acres and has been amended several times. When it was originally approved in 2004, this subject property was initially considered for commercial (75.5 ac) and medium to high density residential (77.4 ac) uses.

In 2005, the city approved a land use revision that increased the size of the commercial area by 27 more acres and reduced the M/HDR area by an equal amount. The intent at the time was to create a large retail power center.

In 2012, the Asante PAD was changed again to modify the size of the commercial power center to 97.1 net acres and was planned as a "lifestyle" oriented commercial shopping center. M/HDR uses were still planned in the Gateway area with a target of 8.3 du/ac (1062 units), however, specific parcels were noted to range between 6 to 20 du/ac.

The existing and proposed Asante Land Use Plans are included herein at **Exhibit C** and **Exhibit D**.

## Major PAD Amendment

---

The change in the Gateway Area commercial acreage designation represents a major amendment to the Asante PAD and is a necessity for the long-term commercial prospects at this location. Initially, the owner's acquisition of this site 16 years ago was for the purpose of developing a large retail center. However, traditional brick and mortar retail development has drastically changed since this PAD was adopted and a 97-acre retail power center is not practical nor feasible here. Based on our experience developing retail centers, coupled with guidance from commercial brokers in this area, we've learned that a neighborhood scale shopping center on the north side is more appropriate to serve local resident needs. This makes sense given the Fry's anchored commercial center directly north is already 19 acres bringing the total proposed size of commercial zoned land at this intersection to 34 gross acres. Additionally, the frontage on US 60 allows the opportunity for another 35.7 acres of additional commercial zoning that could be more focused on employment and healthcare related uses. In total, we are proposing 50.7 acres of commercial land, with the balance as residential R-3 (50.4).

The Asante PAD remains committed to a combination of commercial and residential uses planned in a comprehensive manner that will contribute to the quality of the city and provide nearby shopping and a quality residential living environment. To right-size the commercial acreage on the Property, we propose a mixed-use project that blends residential, commercial, and healthcare related uses. More than half of the site will provide commercial uses along the street frontages where it is most likely to succeed, with residential uses placed behind it. The R-3 product will add to the housing diversity in the area and create a greater demand for retail and healthcare services as well as the already committed retail uses to the north.

This change will update the allowed unit cap for the Gateway Area, which increases from 1,062 to 1,542 units consistent with the proposal. The additional units in the Gateway Area helps create a viable development plan more appropriate for this site.

## Request

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This amendment seeks to rezone +/- 101.1 gross acres within the Asante Planned Area Development (PAD) from Commercial (C-2) to Commercial (C-2) (21.9 gross acres), Commercial (C-3) (28.8 gross acres) and Residential High (R-3) (50.4 gross acres) (**Exhibit E**). This request also includes an update in the amount of residential units permitted in the Gateway Area from 1,062 units to 1,542 units. This is an increase of 480 units within the Gateway Area which equates to a 9.5 gross du/ac. This PAD amendment will provide a more realistic balance of commercial uses to the overall master plan concept with high-quality living options for all types of families.

## General Plan Conformance

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The Surprise General Plan land use map designates the property as “Commerce & Office” (**Exhibit F**), which has four subcategories, two of which apply to the site.

### South Half

The southern half sub-category is Commercial Office which per the General Plan permits “office buildings...and supporting retail, restaurant, hotel and civic spaces to support the concentration of professional offices. Educational and medical campuses along with their typical support facilities may also be located within this development type. Stand-alone multi-family residential development could be integrated into the overall design, were appropriate, to offer housing options near quality jobs that shorten commute times and reduce congestion.”

The south half proposal is expected to include office, medical campus and healthcare uses, and stand-alone multi-family per the general plan. The large C-3 zoned area is intended for a healthcare user that could include a hospital, office, and medical uses. Adjacent to that area is supporting retail C-2 zoning which strengthens the employment aspect by providing commercial amenities nearby. Behind the C-3 and C-2 is R-3 zoning “to offer housing options near quality jobs that shorten commute times and reduce congestion”

### North Half

The north half sub-category is Mixed Use: Residential which is the most appropriate subcategory for this site in today’s environment. The general plan text for Mixed Use Residential states that it “includes a vertical and or horizontal mixture of residential and non-residential land uses where the residential component of the project constitutes at least 75% of the overall square footage or acreage. The remaining 25% of acreage would constitute commercial retail, office, education, medical, entertainment, or civic related uses.”

In this instance, the development will provide at least 75% of its acreage for residential and will integrate with the commercial parcel through pedestrian, vehicular and modal cohesion and connectivity. We further plan to incorporate view corridors, open spaces and building massing plans to account for optimal functionality, livability and use integration as mentioned previously included in this plan.

PAGE 2



The General Plan highlights some key mixed-use planning principles that help create an integrated environment as outlined below:

P.29: “The Commerce & Office Land Use Character Area supports both a **horizontal** and vertical mixture of uses on a larger scale. However, the development pattern for this character area remains walkable and accommodates other forms of transportation including cars, bicycles, and transit to encourage a more urban style living environment.”

**Response:** The bubble plan illustrates how the development is walkable and bicycle friendly as demonstrated by the various dashed yellow pathways leading from the commercial to the residential. This proposal is walkable and accommodates bicycles and pedestrian access directly to the commercial area via trail systems, sidewalks, walkways, and plazas. Connection areas are intentional as they engage with the commercial use rather than turn their back to it.

Additional forms of vehicular and public transit are also available on the surrounding street network. A bus bay can be accommodated easily along the commercial frontage should the city opt to provide that service in this area.

p.30: “Where appropriate, all mixed-use developments should include active and passive open space areas designed, located and oriented to provide; high pedestrian accessibility to adjacent development.”

**Response:** The proposed plan achieves the intended pedestrian friendly integration by placing building openings and courtyards that open up to the residential area rather than closed off. This is achieved through courtyard plazas, outdoor spaces, and connection to adjacent park spaces. Additionally, the central open space area between the north/south half provides significant active open spaces for the broader Asante community. This new amenity area includes a sport court, playground, large turf area, plazas, ramada, game plaza and more along with public street parking.





P.31: **“Stand-alone multi-family residential development could be integrated into the overall design, where appropriate, to offer housing options near quality jobs that shorten commute times and reduce congestion.”**

**Response:** Integration between the commercial and residential areas occur between connecting pedestrian walkways, plazas and open space areas.

The two project components combine through the use of commercial plazas and connecting courtyards. The integration of residential next to commercial helps place housing options near quality jobs and shortens commute times.



(A) NEIGHBORHOOD COMMERCIAL PLAZAS



(B) CONNECTED PEDESTRIAN TRAIL SYSTEM

p.30: **“Where appropriate, all mixed-use developments should include active and passive open space areas designed, located and oriented to provide; **high pedestrian accessibility to adjacent development.**”**

**Response:** The proposed plan achieves the intended pedestrian friendly integration by placing building openings and courtyards that open up to the residential area rather than closed off. This is achieved through courtyard plazas, outdoor spaces, and connection to adjacent park spaces.

Additionally, the central open space area between the north/south half provides significant active open spaces for the broader Asante community. This new amenity area includes a sport court, playground, large turf area, plazas, ramada, game plaza and more along with public street parking. In this manner, the central active open space creates a necessary pedestrian link to the parcels to the west, thus allowing pedestrians, cyclists, and runners a connected pathway that ties together all parts of Asante towards the commercial area along 163<sup>rd</sup> Avenue.



## LANDSCAPE KEYNOTES

- ① PEDESTRIAN PLAZA
- ② BISTRO SEATING
- ③ RAISED PLANTER
- ④ PLAYGROUND
- ⑤ MOUNDED OPEN-SPACE
- ⑥ RAMADA
- ⑦ CORNHOLE
- ⑧ ARTIFICIAL TURF
- ⑨ OPEN-SPACE LAWN
- ⑩ SHADE SAIL
- ⑪ MULTI-SPORT COURT
- ⑫ BENCH SEATING
- ⑬ BENCH SEATING

The General Plan also talks about using “transition measures” like:

- Adjust densities to provide a gradual transition to surrounding uses;
- Provide similar streetscape and landscape design to surrounding uses;
- Utilize similar setbacks to surrounding uses;



- Place enhanced landscape/open space buffers between uses; additional measures should be taken to emphasize transition through integration and encourage connectivity between new development and surrounding uses.

Our land plan accomplishes these items above by providing greater density next to the commercial uses,. There is consistent landscape theming, streetscape, and design across the full project site that unifies all components together. We have placed thoughtful open spaces next to the commercial uses to emphasize transition through integration and encourage connectivity between new development and surrounding uses. Additionally, a linear park is located in the project center to create a blended space where residents, employees, and commercial users can enjoy.



(C) NEIGHBORHOOD OPENS SPACE

# Mixed-Use Project Overview

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The applicant proposes a balanced mixed-use community (**Exhibit G, Site Plan**) that includes a commercial shopping center, rental cottage homes, employment and active community open space areas. The key planning emphasis is integration between the commercial shopping center, employment areas, and the residential components through the use of linear parks and pathways that link the overall Asante community through the site and towards the commercial uses. The land plan creates an area with diverse housing options and lifestyle amenities incorporated with social, entertainment, and employment opportunities that create economic and social vitality and provides flexibility in the design of new developments.

Diverse housing options are provided along with integrated commercial uses offering social, entertainment, and employment opportunities. It is our intent to permit a wider variety of residential uses but a more specific range of commercial uses focused on meeting the daily needs of the residents while being compatible with and integrated into the residential neighborhoods.

## Commercial

This development proposal aims to provide convenient access to commercial services in the area, employment opportunities and amenities. The proposed plan will create an intimate community designed to foster connections and caring relationships amongst other residents by a series of interconnected trails and view corridors along with gathering spaces for all residents.

This horizontally integrated mixed-use community has residential and commercial components in separate buildings that are designed to have integrated pedestrian connections, circulation system and parking concept. The plan integrates a variety of different land uses including employment areas, rental cottages, and commercial uses all linked through a comprehensive network of pedestrian trails and walkways. Onsite open space areas include amenities and safety features that enable residents to use the open space amenities within and between the land uses providing safe connectivity between the mix of uses. The plan also demonstrates an integrated circulation system and parking through shared primary entry theme roads for all three uses that features on-street parking, amenitized central open spaces, and pedestrian connections.

A variety of C-2 commercial uses are provided within a neighborhood scale site allowing for a diverse range of uses. Commercial zoning is located along the north side where there is synergy with the Fry's commercial shopping center to the north. Commercial uses then extend south along 163<sup>rd</sup> Ave to provide new retail amenities at a neighborhood scale.

Closer to US 60, an additional 28.8 acres of C-3 commercial zoning is provided to allow for additional commercial uses next to the highway corridor, as was always expected at this location. It is expected that uses in that area will have a greater degree of employment, officer, medical care, and other public service uses. In this manner, the site is able to provide both neighborhood scale retail and healthcare type uses for the long-term buildout of Asante.

The commercial site plan is conceptual at this stage but will develop consistent with the C-2 development standards within the Surprise Land Development Ordinance (LDO). The concept plan represents a likely building layout in combination with drive aisles, access points, and integrated outdoor open space areas. Future buildings will pursue their own individual site plan and architecture approval through a site plan

PAGE 7

application, pursuant to the commercial design guidelines identified with this PAD.

To that end, a variety of commercial uses are provided with a more neighborhood scaled site allowing for a diverse range of uses other than those that will be located to the site to the north. The northern commercial area will include uses such as restaurants, cleaners, spas, and childcare, as well as retail office uses such as medical and financial services. It is also the intent of these districts to create the live-work-play environment designed to promote a pedestrian scaled walkable development. Hence, a variety of residential, non-residential and open space amenities create a live-work-play environment in a pedestrian scaled walkable neighborhood.

The southern commercial (C-3) area is intended to be more employer focused, with an emphasis on healthcare, hospital, professional offices, and supporting services.



### Rental Cottages

The rental cottages will be limited to a certain area of the community that is most conducive to higher density and proximate to commercial activity. The key feature of this community is interconnectivity with the adjacent commercial uses through open space amenities and pedestrian connections.



The rental cottage community will offer residences in 1-bedroom small, 1-bedroom large, 2-bedroom, 2-bedroom carriage, and 3-bedroom configurations. Each rental home will have a private rear yard. Several pocket parks are planned throughout and integrated with the adjoining commercial area. A large central park amenity is located near the primary entrance to the community and is intended to be a key amenity and identity feature for not only the rental community but the overall masterplan. The overall community open space is 11.5 acres (40.5% gross), and the private rear yard areas totals 1.8 acres (6.3% gross).

The homes will be arranged around several active and passive space areas, which may include a dog park, barbecue station, fire pit, pool, and indoor amenity areas, creating a gathering place for residents and cultivating a sense of community. Garages, covered, and uncovered parking for residents and guests will be provided for convenient access to each residential home. The proposed project will feature a lush, drought-tolerant landscape palette consistent with the area. All homes will have a private outdoor patio and backyard.

### R-3 (Southeast side)

A portion of the south-eastern area (21.1 ac) is set aside to develop at R-3 standards. The residential site plan, product type and design will be a part of a future site plan application when market conditions warrant.

### Community Active Open Space

A key feature of this plan is the central open space amenity between the north and south halves. This area is strategically placed to bring all plan elements together in a larger community benefit. The design for this active open space area includes

- Palm plazas at the ends of the medians providing height and gathering spaces to be consistent to the added plazas within the commercial area.
- A playground and open turf area near the eastern side so that it is accessible by all uses.
- Moving west a ramada is provided for shade and a viewing area for the playground and game plaza to the west.
- West of the ramada there is a cornhole / game plaza.
- Next is a multipurpose court.
- Public parking proximate to the open space area.
- Finally, the western median was designed to be larger open turf areas.

The benefit of this design is the way in which it ties into the broader Asante community. The central open space area creates a useful pedestrian link to the parcels to the west and the overall Asante community. Thus, pedestrians, cyclists, and runners can enjoy a connected pathway that ties together all parts of Asante towards the commercial area along 163<sup>rd</sup> Avenue.

## **Regional Trail and Project Connectivity**

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One of the key goals of the Surprise General Plan is to provide regional trail connectivity. Specifically, the General Plan suggests developing “a comprehensive greenway, trail and pocket park system along the extensive natural desert washes that also serve to promote off-street trail connections between neighborhoods and businesses in Surprise.” The General Plan also encourages residential developments to include a trail system, where appropriate, to accommodate pedestrian, bike and equestrian linkages to adjacent development.

This development proposal strives to accomplish that objective through a series of connected trails that span south to north, and west to east. As shown on the Open Space and Trails Master Plan (**Exhibit H**), the inter-connected trail system extends from within the four development areas. The overall project area is planned and designed to provide connectivity and linkage to integrated open space, pedestrian and trail systems.

The trail system also connects to regional, external trail pathways. This development provides a regional pedestrian connection to the commercial uses from the southern portion of the site along the railroad track (where a regional trail exists), through the western portion of our site within a proposed 30' trail easement, and through the middle of our site between the residential parcels to access the commercial parcel. These trail networks encourage pedestrian and bicycle travel between uses and minimize the need for motor vehicle trips within the Asante neighborhood.





# Development Standards

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Development of the Project shall conform to the standards set forth in the C-2, C-3 and R-3 zoning districts of the Surprise Land Development Ordinance. No deviations are requested other than the commercial design guidelines listed below which shall to apply to all C-2 zoned areas.

## Commercial Design Guidelines

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The commercial site plan is conceptual at this stage. Future buildings will pursue their own individual site plan and architecture approval through a site plan application, pursuant to the commercial design guidelines identified below. Conceptual imagery is included at **Exhibit I**.

### General Standards

- The architectural design shall be clean and simple with exciting plaza areas and design elements.
- The materials pallet shall include exposed metal I beams, slump block and concrete block elements and suspended metal shade canopies.
- Buildings sited adjacent to public streets shall optimize the street exposure, creating a strong visual edge to the arterial roadway while buffering the required parking field from the general public view when practical.
- Throughout the site pedestrian connections shall be carefully planned to provide safe access and encourage adjacent residents to visit the center. The open pedestrian plaza between buildings will provide a common outdoor space for surrounding restaurants and shops.
- The pedestrian features shall create a focal point to the main entry drive and pedestrian connection.
- A pedestrian friendly experience should be considered along the main north-south driveway by a procession of columns with cantilevered beams, which also echo the future commercial building architecture.
- Provide tree lined “boulevard” at median break(s), with detached sidewalks and landscaping that leads directly into a pedestrian plaza or other amenity.
- Incorporate unique planter and seating features in pedestrian areas throughout site, including areas along the front of buildings.
- Develop an overall character theme that incorporates unique amenities (i.e., signage, light fixtures, screen walls/seat walls, etc.).
- Provide at least two (2) unique freestanding architectural site features that reflect the building architecture in addition to the required special features, such as entry arches, trellises, clock towers, rail fencing, etc.

### Office-type buildings:

- Office buildings shall imbue a contemporary corporate vocabulary.
- The increased use of glass along the street frontage, including tinted only (non-reflective) in the primary office spaces, if any. This creates a stronger visual connection between the user occupied building and the passing motorists.
- Signature glass corner piece, with bold masonry piers supporting a cantilevered roof overhang should serve as an identifying icon statement.

- A combination of strip and punched windows, combined with multiple colors and masonry materials, will provide consistency in the design theme with the supporting commercial center while breaking down the larger building masses.

#### **Commercial-type buildings:**

- The retail buildings shall complement each other (or any office building design if planned), while incorporating additional pedestrian-oriented design features.
- Large retail buildings (buildings greater than 20,000 sf) shall be articulated to break up the building mass into smaller components which better relate to a pedestrian scale. This may be achieved by varying the plane of the front wall as well as using a variety of colors and materials.
- Metal shade canopies and I-beam trellis elements shall further define the balance of the retail buildings and enhance the pedestrian experience.
- Drive throughs, if any, shall be designed with columns and overhead trellises, tying these elements in to the overall architecture of the project.

## **Land Use Plan**

The overall land use plan is shown in **Exhibit D**. Breakdown of the Gateway Area by use type is as follows.

| Area | Use           | Area (gr) | Base Zone***                                    | Comment               |
|------|---------------|-----------|-------------------------------------------------|-----------------------|
| 1.1  | Comm          | 6.8 AC    | C-2                                             |                       |
| 1.2  | Comm<br>M/HDR | 101.1     | C-2 (21.9 ac)<br>C-3 (28.8 ac)<br>R-3 (50.4 ac) | PAD Amendment<br>Area |
| 1.4  | Comm          | 19        | C-2                                             |                       |
| 1.5  | M/HDR         | 24.3      | R-1, R-2, R-3                                   |                       |
| 1.6  | M/HDR         | 28.2      | R-1, R-2, R-3                                   |                       |
| 1.15 | ES            | 16.1      | R1-5                                            | School Site           |
| 1.16 | M/HDR         | 6.4       | R-1, R-2, R-3                                   | Church Site           |
| 1.17 | M/HDR         | 32.8      | R-1, R-2, R-3                                   |                       |

\*Uses: Comm = Commercial; M/HDR = Medium/High Density Residential; LDR = Low Density Residential; PP/F = Public Park/Public Facility; ES = Elementary School Site

\*\*Gross areas are approximate and subject to verification at platting.

\*\*\*All base districts are for reference, zoning is PAD.

## **Zoning**

Other than the changes to Area 1.2, there are no other changes proposed to the Gateway Area within the Asante PAD. The land use plan is implemented by City of Surprise zoning districts as shown in the following land use/zoning table.

| Land Use Category | Zoning Districts* | Density Range | Target Density |
|-------------------|-------------------|---------------|----------------|
|-------------------|-------------------|---------------|----------------|

|                                                                                      |                 |            |           |
|--------------------------------------------------------------------------------------|-----------------|------------|-----------|
| Commercial                                                                           | C-2             | N/A        | N/A       |
| Commercial,<br>Community (Grocery<br>anchor)                                         | C-2             | N/A        | N/A       |
| Commercial,<br>Neighborhood                                                          | C-2             | N/A        | N/A       |
| Residential, Cluster<br>Type, Townhouse, Z-lot,<br>Zero Lot Line, Rental<br>Cottages | R-1, R-2, R-3   | 6-20 DU/ac | 8.0 DU/ac |
| Residential, Single<br>Family                                                        | R-2, R1-5, R1-8 | 3-6 DU/ac  | 4.1 DU/ac |

\* Zoning Districts represent reference zoning. All zoning is PAD.

## Conclusion

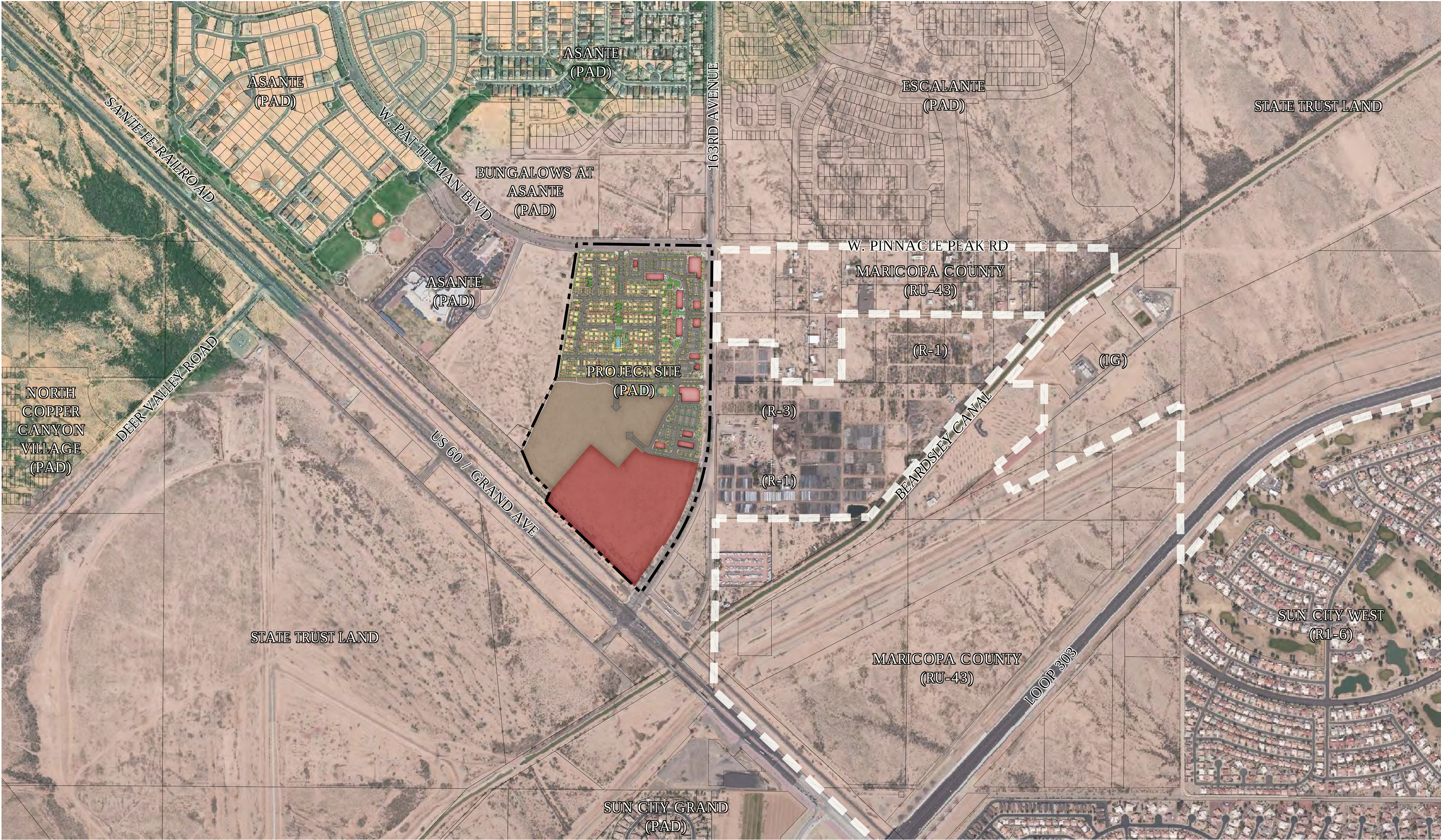
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The development will be a benefit to the surrounding area and will activate a long-time vacant parcel. It will right-size the commercial portion for a more realistic commercial size reflective of today's commercial market needs. Further, this new quality development will contribute to the continued growth of the area and will provide new and unique housing opportunities and retail amenities within the northwest portion of Surprise.

Asante PAD will continue to be an exceptional community that exemplifies the best of the City of Surprise. It will contribute to the orderly growth of the city and is providing an impetus to solve regional transportation and sewer service problems. It is consistent with the Surprise General Plan and applicable regulations. The healthcare and commercial components will provide new tax revenues to the city as well as convenient shopping for local citizens. The future residents will enjoy a comprehensive parks and open space system organized around the pedestrian. A variety of housing types and prices will meet diverse housing needs. We believe that Asante will contribute to the continued planned growth of the City of Surprise and contribute to its quality of life. We respectfully request approval of this PAD amendment and look forward to moving into project implementation.

# Exhibit A





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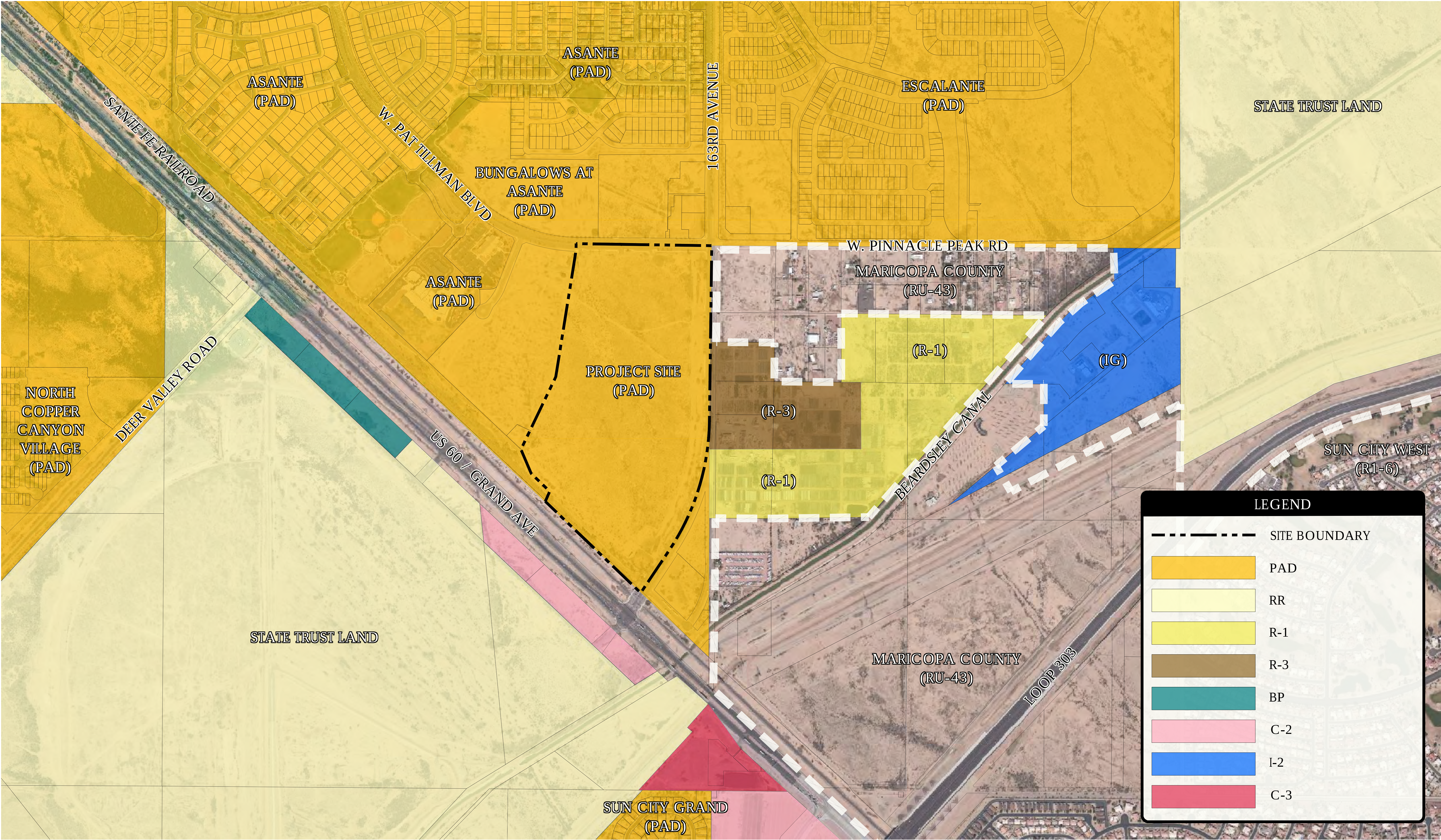
## ASANTE TRAILS • CONTEXT AERIAL

- 📍 SURPRISE
- 📅 2023-01-11
- # 21002387
- 👤



# Exhibit B





Copyright RVI

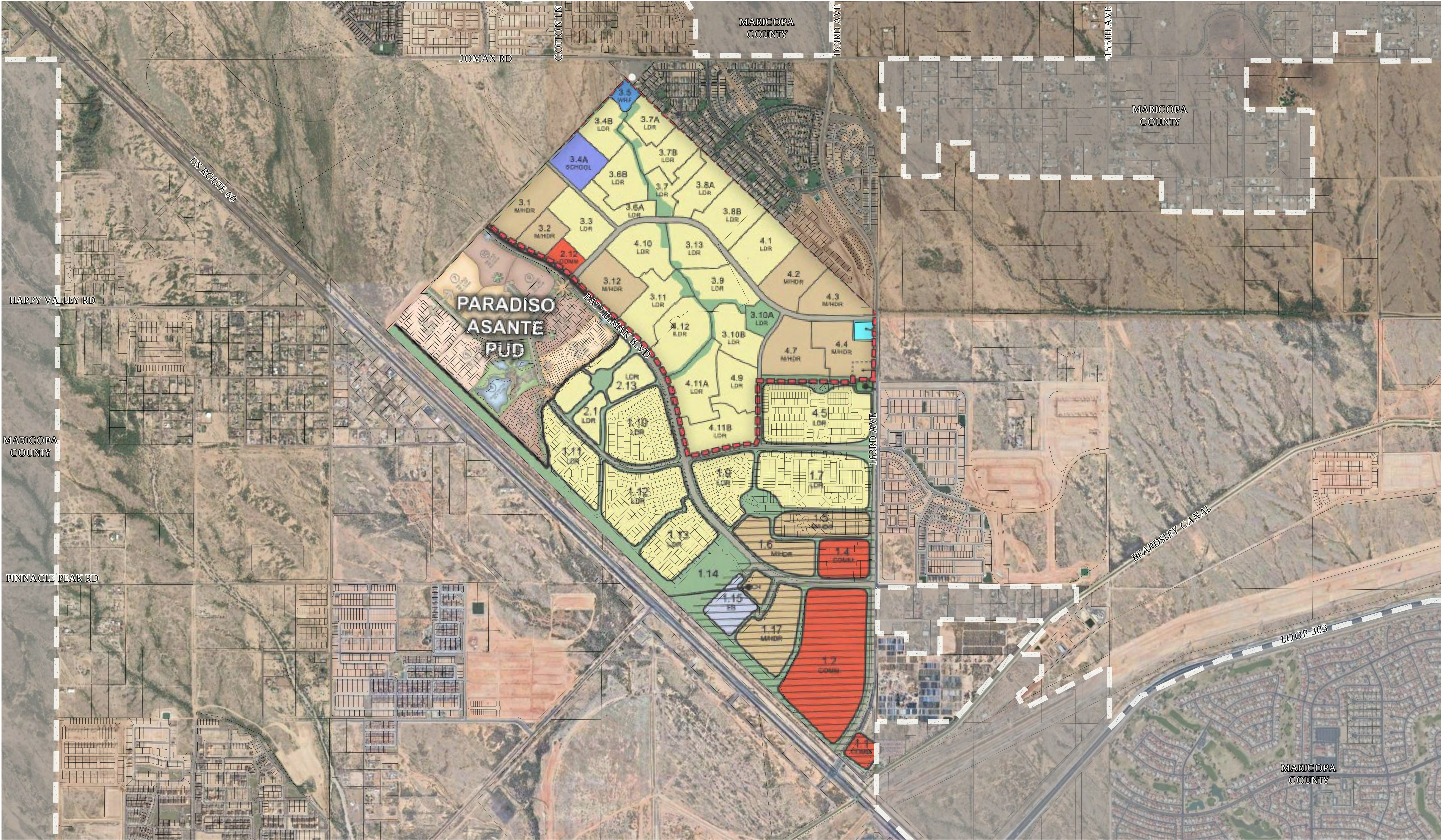
## ASANTE TRAILS • EXISTING ZONING

- 📍 SURPRISE
- 📅 2022-01-11
- 📞 # 21002387
- 👤



# Exhibit C





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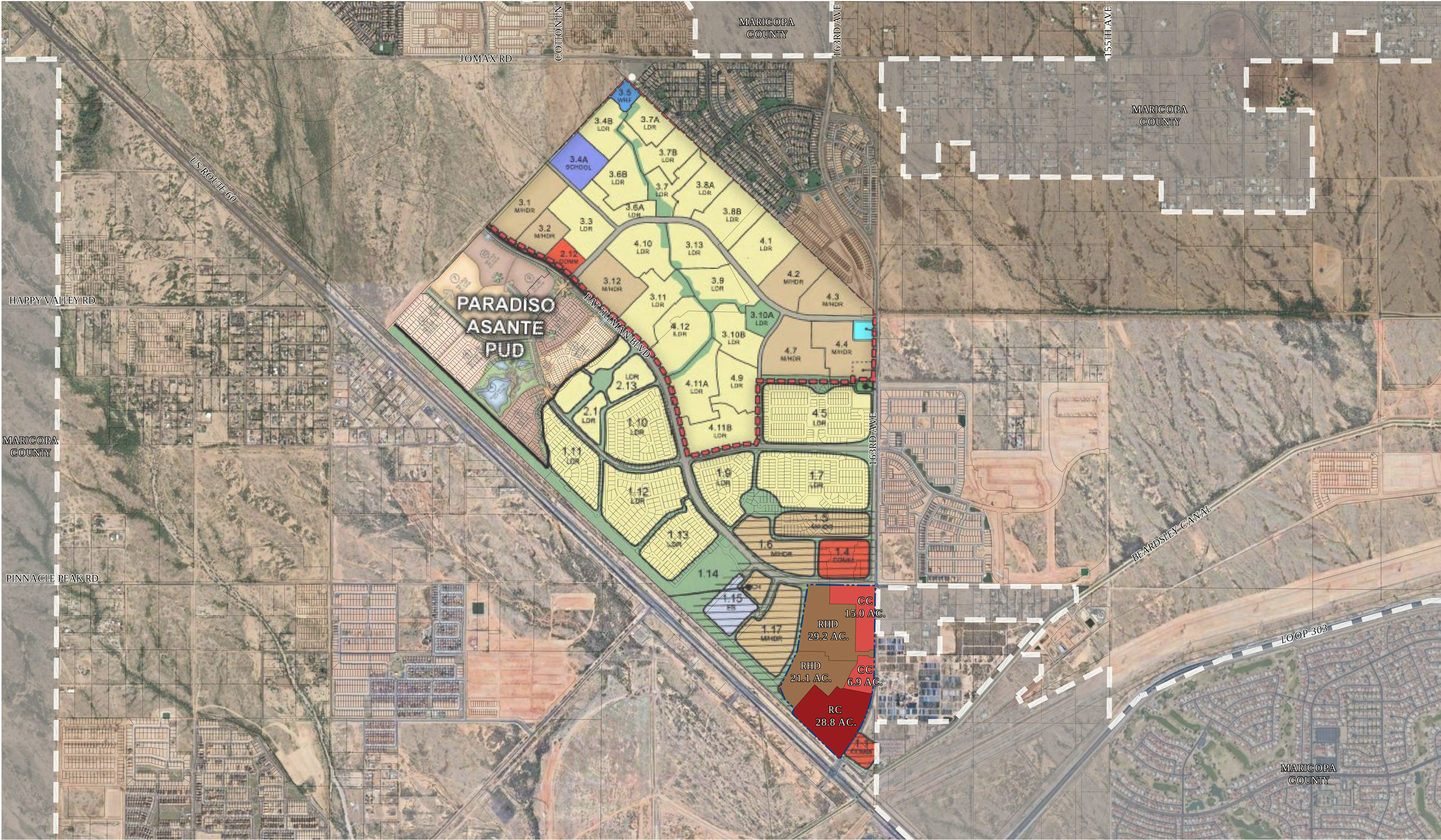
**ASANTE TRAILS • EXISTING ASANTE PAD LAND USE MAP**

📍 SURPRISE, AZ  
📅 2023-01-11  
# 21002387  
👤



# Exhibit D





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**ASANTE TRAILS • PROPOSED ASANTE PAD LAND USE MAP**

📍 SURPRISE, AZ  
📅 2023-01-11  
# 21002387  
👤

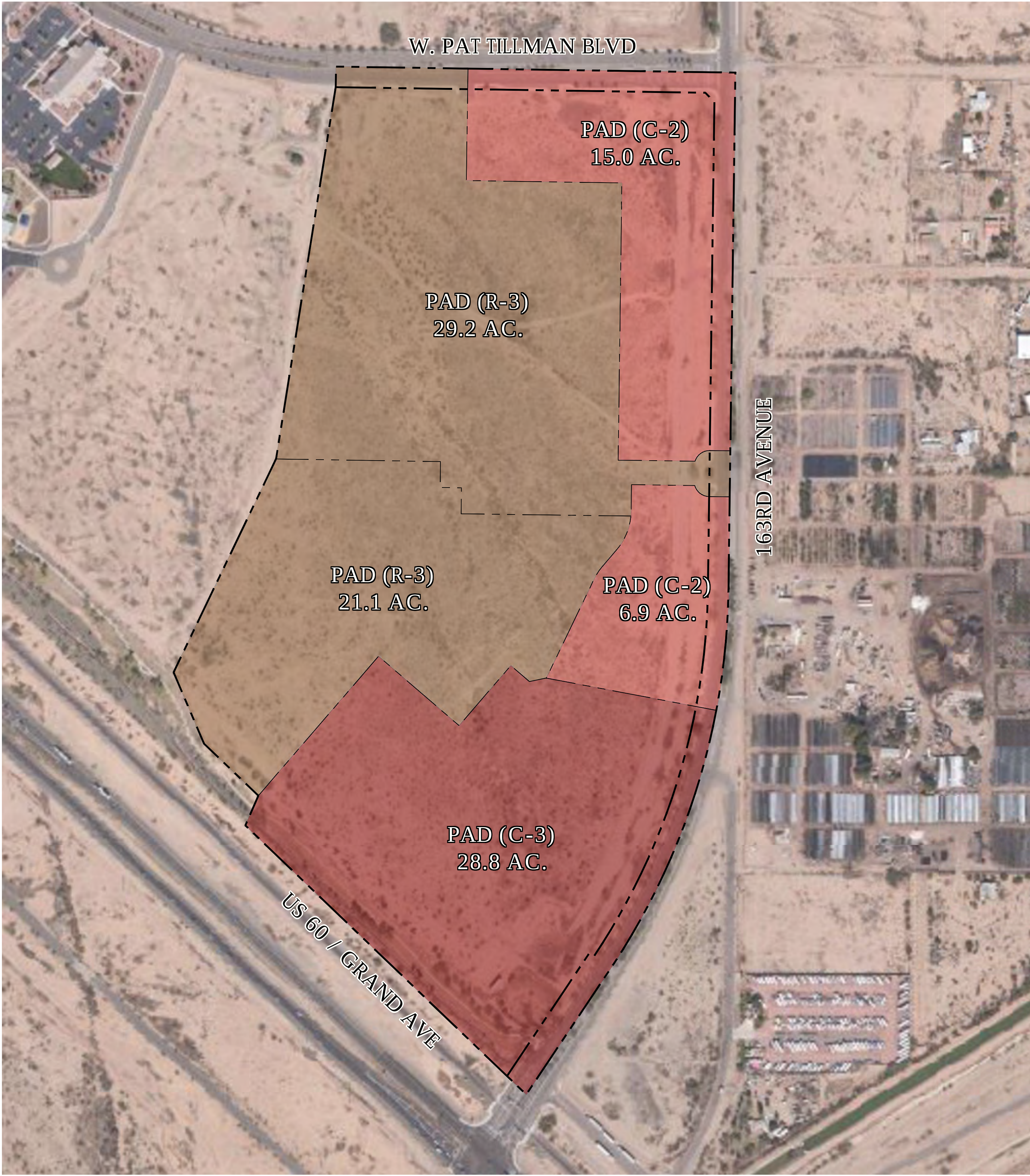


# Exhibit E





EXISTING ZONING DISTRICT



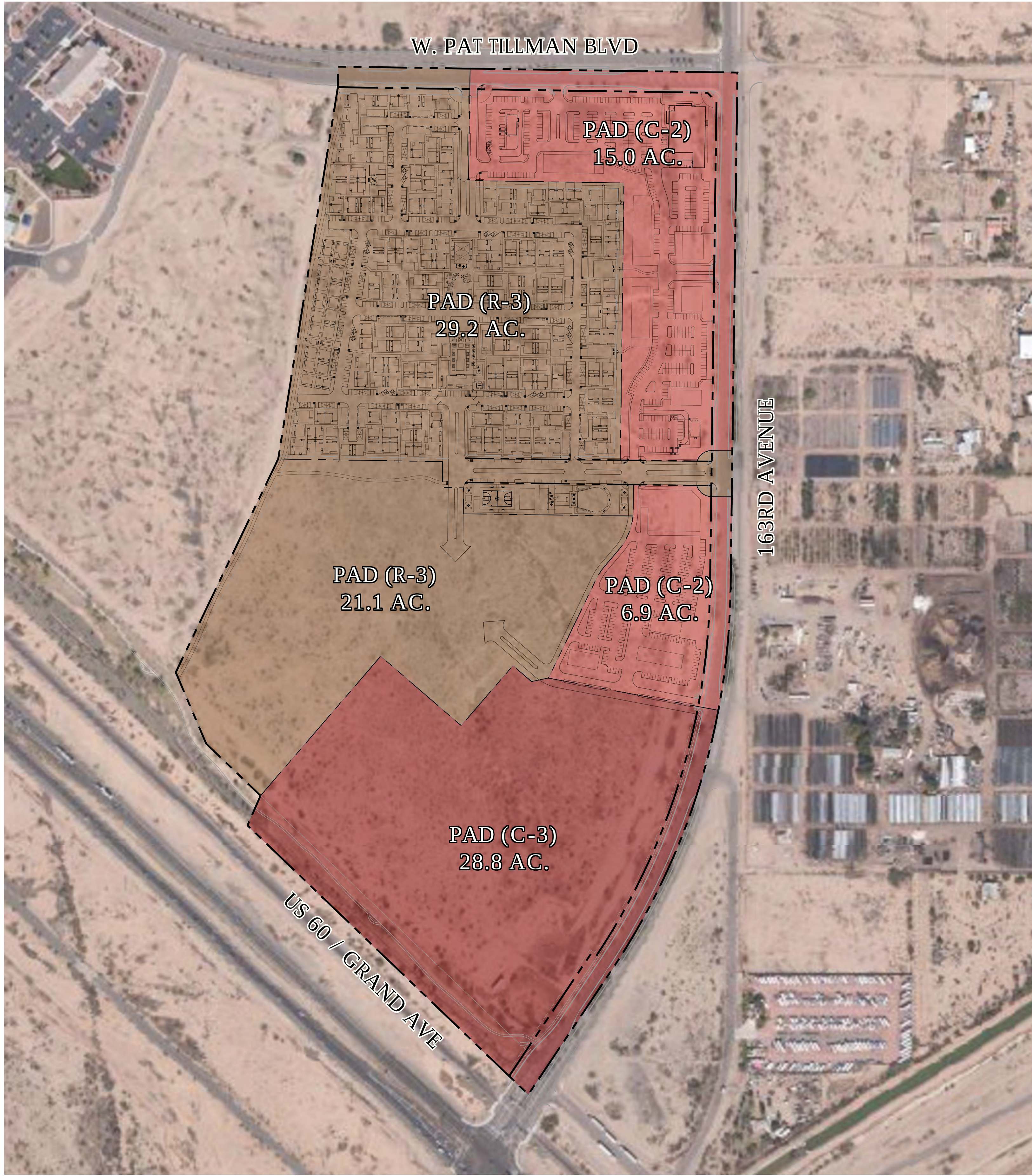
PROPOSED ZONING DISTRICTS

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EXISTING ZONING DISTRICT



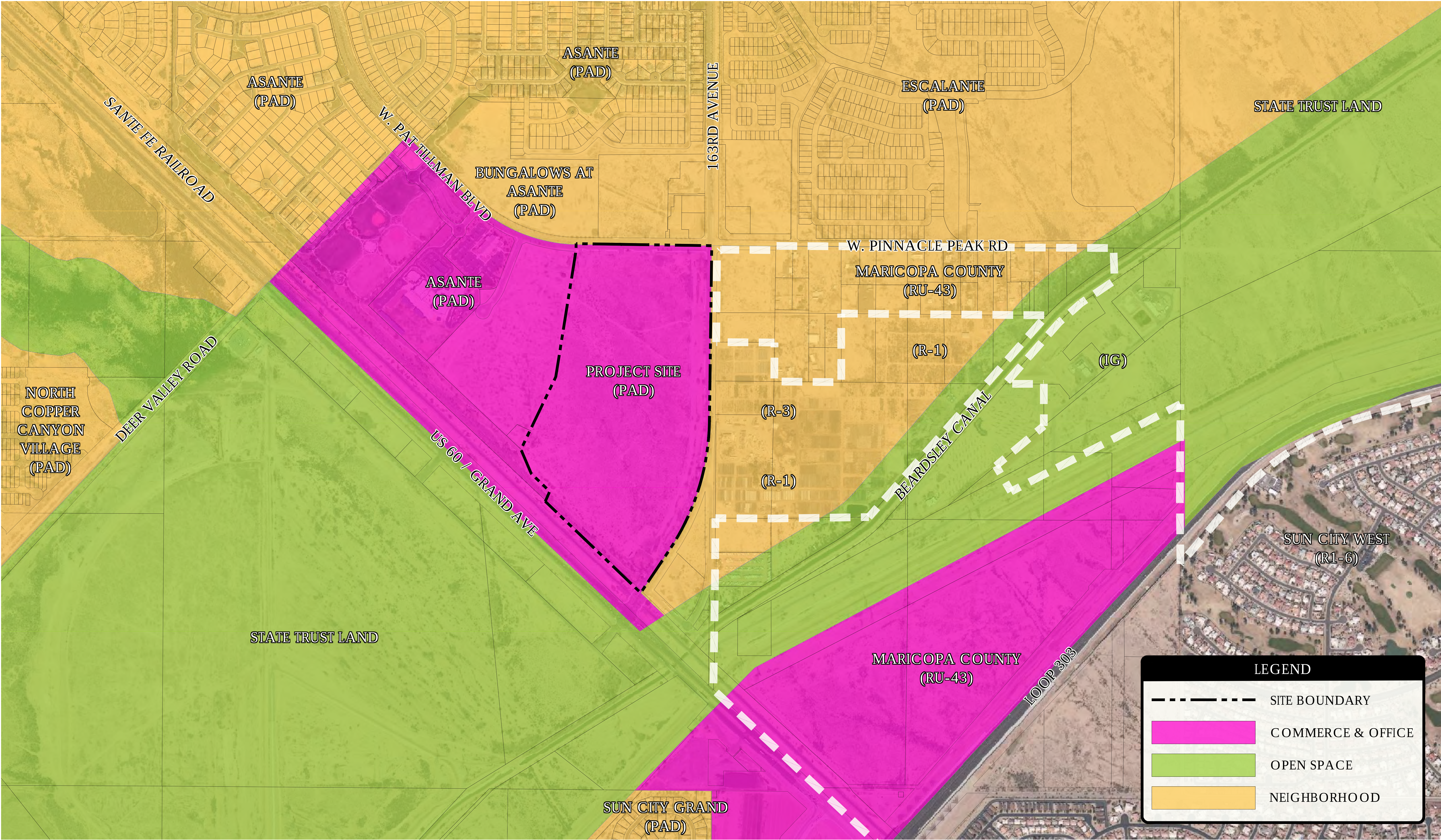
PROPOSED ZONING DISTRICTS

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# Exhibit F





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**ASANTE TRAILS • GENERAL PLAN**

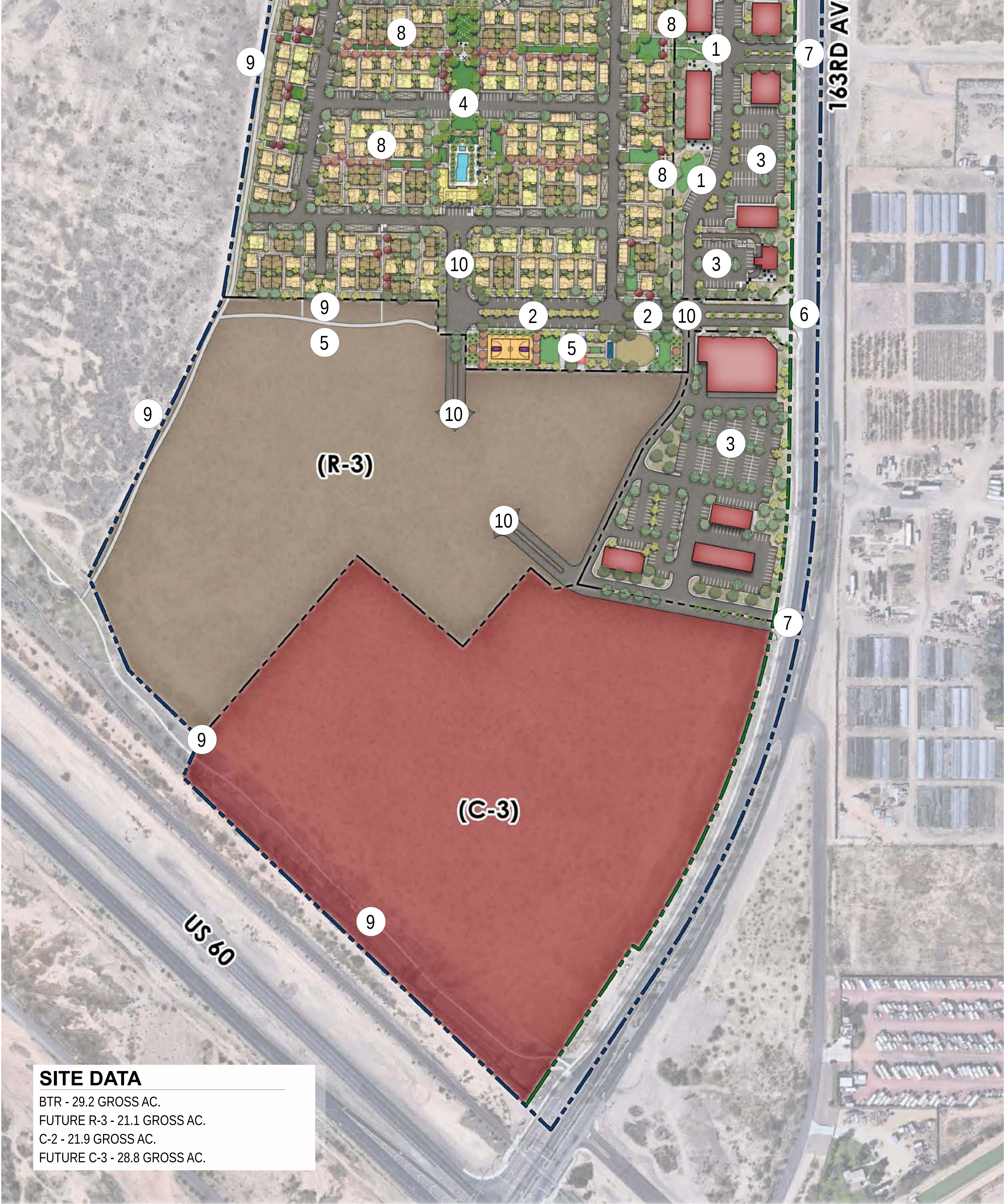


# Exhibit G



LEGEND

- 1.COMMERCIAL PEDESTRIAN PLAZA
- 2.ON-STREET PARKING
- 3.COMMERCIAL PARKING
- 4.PROGRAMMED AMENITY
- 5.LINEAR PARK
- 6.COMMUNITY PRIMARY ENTRY
- 7.SECONDARY ENTRY
- 8.LOCAL TRAILS
- 9.REGIONAL TRAIL
- 10. PARCEL ENTRIES



SITE DATA

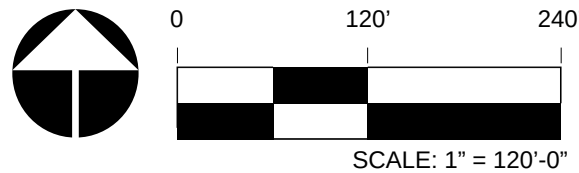
BTR - 29.2 GROSS AC.  
FUTURE R-3 - 21.1 GROSS AC.  
C-2 - 21.9 GROSS AC.  
FUTURE C-3 - 28.8 GROSS AC.

Copyright RVI



ASANTE TRAILS LUXURY MIXED USE NEIGHBORHOOD • CONCEPTUAL SITE PLAN

- 📍 SURPRISE, AZ
- 📅 2023-01-11
- 🔢 # 21002387
- 👤

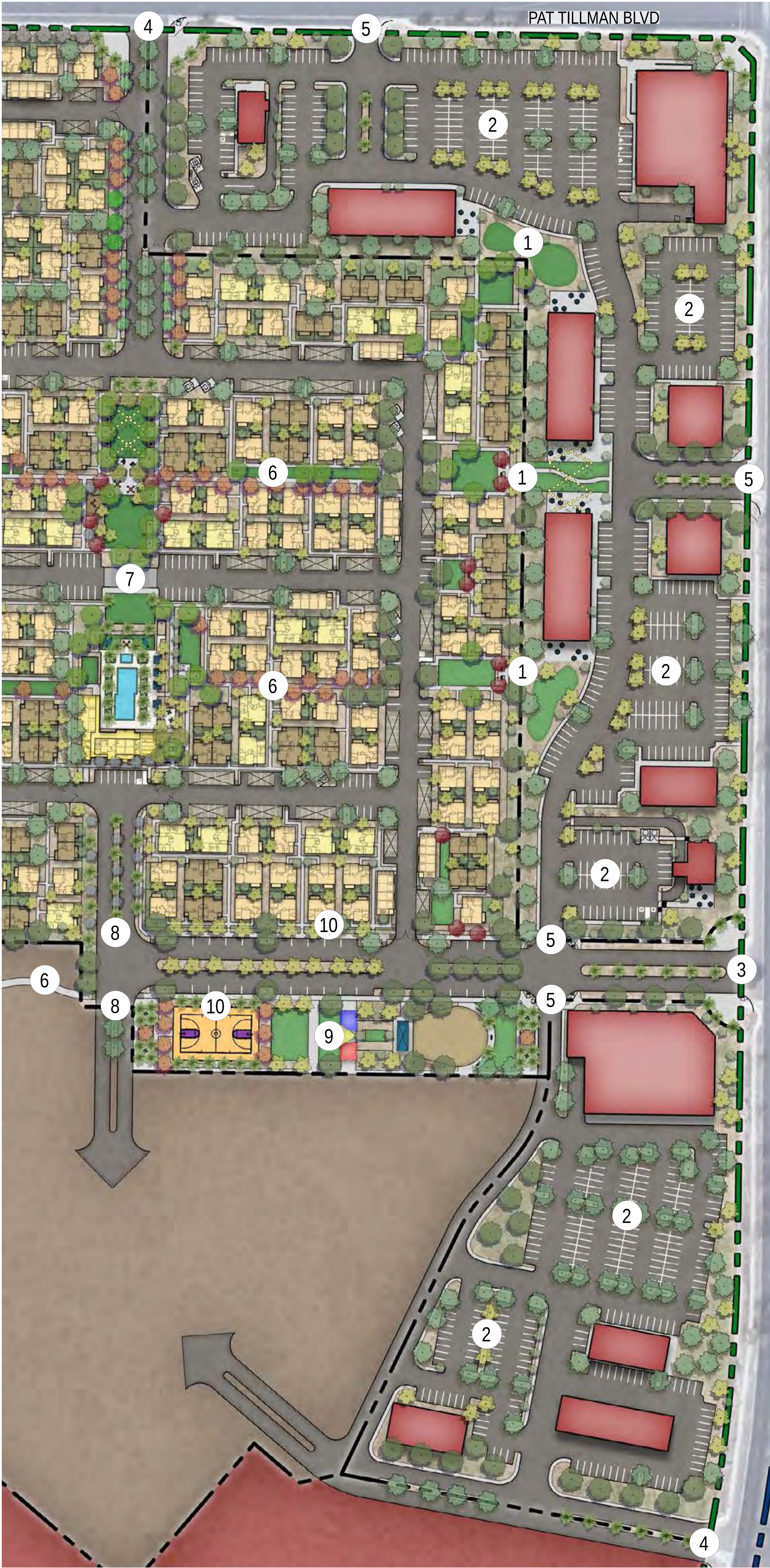


For illustrative purposes only.  
Subject to change without notice.



LEGEND

- 1. COMMERCIAL PEDESTRIAN PLAZA
- 2. COMMERCIAL PARKING
- 3. COMMUNITY PRIMARY ENTRY
- 4. COMMUNITY SECONDARY ENTRY
- 5. COMMERCIAL ENTRY
- 6. PEDESTRIAN TRAIL
- 7. NEIGHBORHOOD AMENITY
- 8. NEIGHBORHOOD ENTRY
- 9. LINEAR PARK
- 10. ON-STREET PARKING



Copyright RVI



# Exhibit H

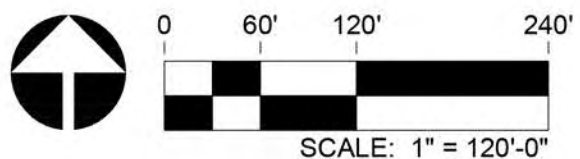




Copyright RVI

## ASANTE TRAILS • OPEN SPACE & TRAILS MASTERPLAN

📍 SURPRISE, AZ  
📅 2023-01-11  
# 21002387  
👤

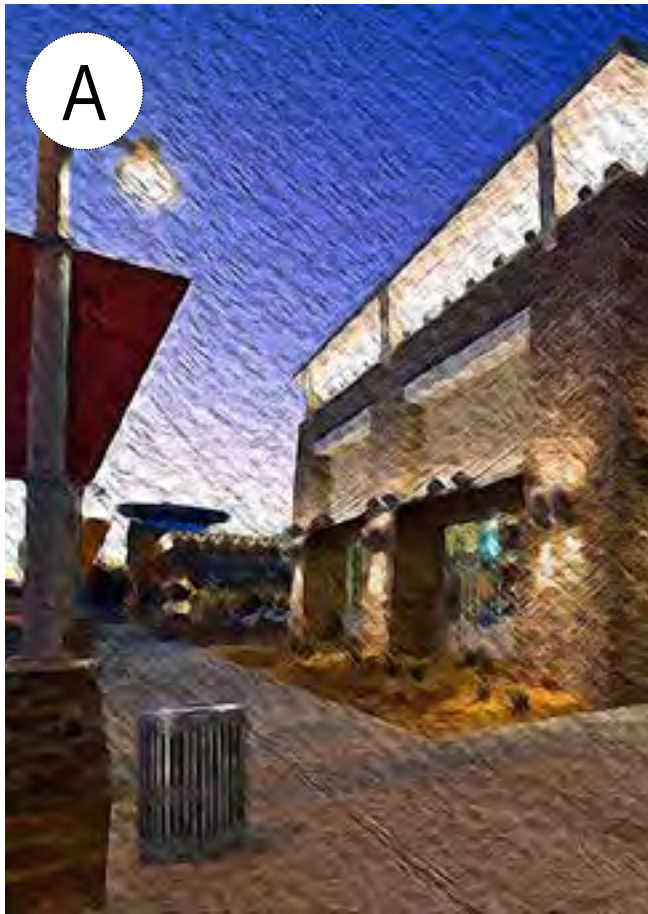
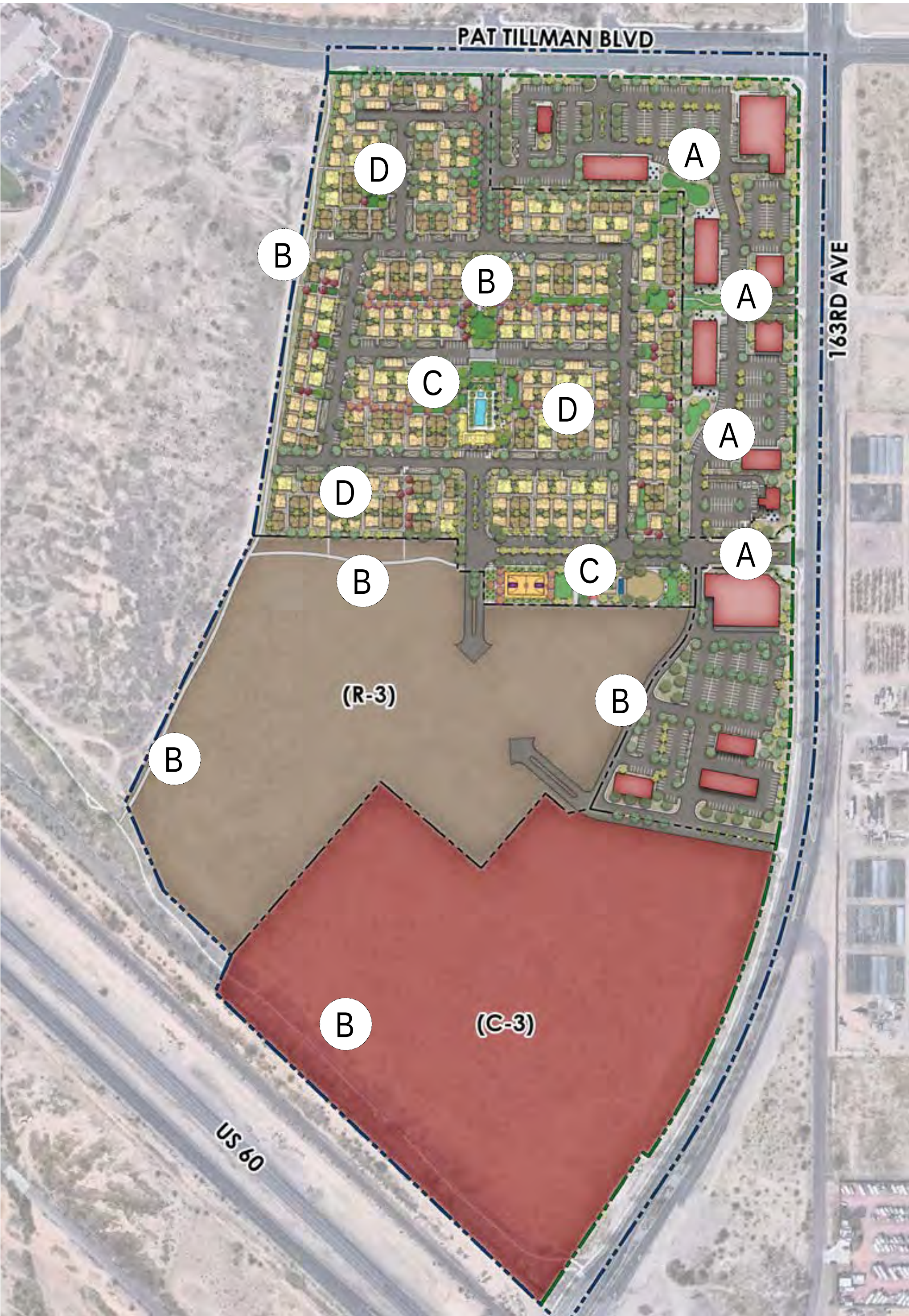


Information furnished regarding this property is from sources deemed reliable. RVI has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.



# Exhibit I





A NEIGHBORHOOD COMMERCIAL PLAZAS



B CONNECTED PEDESTRIAN TRAIL SYSTEM



C NEIGHBORHOOD OPENSOURCE



D NEIGHBORHOOD CHARACTER



**From:** [JAMES, MARK C GS-12 USAF AETC 56 FW/CVE](#)  
**To:** [Nichole Flores](#)  
**Cc:** [56 FW/CIT Community Initiative](#)  
**Subject:** RE: FS22-0517 Asante Mixed Use Residential Site Plan & Major Zoning Amendment - New Digital Submittal 04.12.22  
**Date:** Thursday, April 14, 2022 4:06:51 PM  
**Attachments:** [smime.p7s](#)  
[ATT00001.txt](#)  
[ATT00002.htm](#)

---

Nichole,

Thank you for allowing Luke AFB to make comments on the Asante Mixed Use Residential Site Plan & Major Zoning Amendment Application. This application requests to right-size the commercial acreage, therefore a proposal for mixed-use project that blends residential with commercial and covers a range of residential densities and product types. The site is located approximately 3.2 miles outside the Aux-1 2004 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is inside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

As described in the application, this request will not have a negative impact on Luke AFB Flight Operations. Since the site will be located inside the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights per day, as low as 1,500 feet above the ground. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform the tenant about Luke AFB operations.

Respectfully,

**Mark James**

Planning Manager, Community Initiatives Team  
Luke AFB AZ 85309  
Office: 623-856-9981  
DSN: 896-9981

---

**From:** Nichole Flores <Nichole.Flores@surpriseaz.gov>

**Sent:** Tuesday, April 12, 2022 1:33 PM

**To:** 56 FW/CIT Community Initiative <56FW.CIT.CommunityInitiative@us.af.mil>; Afshin Ahouraiyan (Flood Control District of Maricopa County) <Afshin.Ahouraiyan@Maricopa.Gov>; Alex Garza (Maricopa Assoc of Governments) <AGarza@azmag.gov>; Chris Cain (Maricopa Water District) <chrisc@mwdaz.com>; Debbie Trasancos (Maricopa Water District) <debbiet@mwdaz.com>; Ernest (USPS) <Ernest.L.James@usps.gov>; Eva Pierce <eva.pierce@dysart.org>; Ibeth - USPS <Ibeth.L.Roman@usps.gov>; Jerome Choy (ADOT) <jchoy@azdot.gov>; Kevin Shipman <kevin.shipman@dysart.org>; Leslie - MWD <lesliej@mwdaz.com>; Lynndsay ONeil <lynndsay.oneill@maricopa.gov>; Mark Frago <fragom@mail.maricopa.gov>; Mary Orta - Surprise Chamber <mary.orta@surpriseregionalchamber.com>; Raoul Sada - Surprise Chamber <raoul@surpriseregionalchamber.com>; Victor.Schaum <Victor.Schaum@cox.com>; Yvonne Aguirre <yvonne.aguirre@swgas.com>



**Cc:** Lorraine Nevarez <Lorraine.Nevarez@surpriseaz.gov>

**Subject:** [Non-DoD Source] FS22-0517 Asante Mixed Use Residential Site Plan & Major Zoning Amendment - New Digital Submittal 04.12.22

Good afternoon,

Attached please find the **application, narrative/PADA** and **site plan** for the above referenced project.

Please feel free to contact us with any questions.

Best regards,

*Nichole Flores*

Planning Project Coordinator

City of Surprise | Community Development

16000 N Civic Center Plz | Surprise AZ 85374

(623) 222-3244 Direct

---

This e-mail and any accompanying files transmitted are intended solely for the use of the individual or entity to whom they are addressed; if you have received this e-mail in error please delete it and notify the sender. In addition, under Arizona law, e-mail communications and e-mail addresses may be public records.  
0.1

### AFFIDAVIT OF POSTING

Application No: FS22-0517

Applicant Name: Withey Morris, PLC

Location: SWC 163rd Ave & Pat Tillman Blvd

Date Site Posted: 6/30/2023

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior** to the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett  
Applicant/Representative Signature

6/30/2023

Date

This instrument was acknowledged before me on 6/30/2023, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



Mary Beth Conrad  
Notary Public

10-25-24  
My commission expires

Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).

# Notice of Public Hearing

## City of Surprise

In-Person and Virtual

### Neighborhood Meeting

### Planning & Zoning

### City Council

Date: January 10, 2023

Date: February 16, 2023

Date: August 1, 2023

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy - Media Room  
23251 N 166th Dr, Surprise, AZ 85387

Location: 16000 N Civic Center Plaza  
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza  
Surprise, AZ 85374

Virtual Neighborhood Meeting

DATE: January 11, 2022

TIME: 6:00 PM

ONLINE ACCESS: <https://us02web.zoom.us/j/87438992337?pwd=MUNMQ1ZrbFdpFFUZEsrNThibk0wdz09>

CALL IN: 1 669 444 9171

MEETING ID: 874 3899 2337

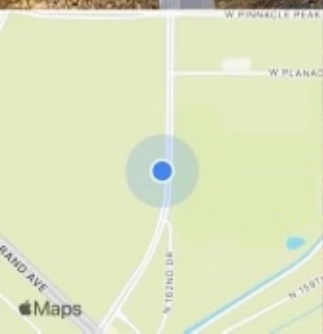
PASSCODE: 766552

Case number: FS22-0517

Request: Major Planned Area Development (PAD) Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to C-2 and R-2 and modify development standards. The subject property is generally located at the southwest corner of 163rd Avenue and Pat Tillman Blvd, within the Asante Planned Area Development (APN 503-76-803).

For more information, call: 623-222-3011 [Surpriseaz.gov](http://Surpriseaz.gov)

#### VICINITY MAP



Jun 30, 2023 08:44AM

22436-22900 163rd Ave

Maricopa County



# Notice of Public Hearing

## City of Surprise

In-Person and Virtual

**Neighborhood Meeting**

**Planning & Zoning**

**City Council**

Date: January 10, 2023

Date: February 16, 2023

Date: August 1, 2023

Time: 6:00 P.M.

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CALL IN: 1 669 444 9171

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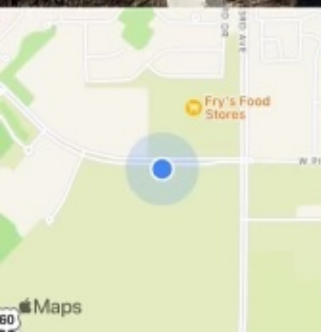
PASSCODE: 766552

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For more information, call: 623-222-3011 Surpriseaz.gov

VICINITY MAP



Jun 30, 2023 08:38AM

W Pat Tillman Blvd

Maricopa County

# Notice of Public Hearing

## City of Surprise

In-Person and Virtual

### Neighborhood Meeting

### Planning & Zoning

### City Council

Date: January 10, 2023

Date: February 16, 2023

Date: August 1, 2023

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy - Media Room  
23251 N 166th Dr. Surprise, AZ 85387

Location: 16000 N Civic Center Plaza  
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CALL IN: 1 669 444 9171

MEETING ID: 874 3899 2337

PASSCODE: 766552

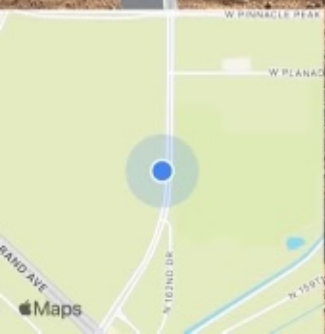
Case number: FS22-0517

VICINITY MAP



Request: Major Planned Area Development (PAD) Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to C-2 and R-2 and modify development standards. The subject property is generally located at the southwest corner of 163rd Avenue and Pat Tillman Blvd, within the Asante Planned Area Development (APN 503-76-803).

For more information, call: 623-222-3011 [Surpriseaz.gov](http://Surpriseaz.gov)



Jun 30, 2023 08:43AM

22436-22900 163rd Ave

Maricopa County



# Notice of Public Hearing

## City of Surprise

In-Person and Virtual

### Neighborhood Meeting

### Planning & Zoning

### City Council

Date: January 10, 2023

Date: February 16, 2023

Date: August 1, 2023

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy - Media Room  
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Location: 16000 N Civic Center Plaza  
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Location: 16000 N Civic Center Plaza  
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Virtual Neighborhood Meeting

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CALL IN: 1 669 444 9171

MEETING ID: 874 3899 2337

PASSCODE: 766552

Case number: FS22-0517

Request: Major Planned Area Development (PAD) Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to C-2 and R-2 and modify development standards. The subject property is generally located at the southwest corner of 163rd Avenue and Pat Tillman Blvd, within the Asante Planned Area Development (APN 503-76-803).

For more information, call: 623-222-3011 Surpriseaz.gov

#### VICINITY MAP



Jun 30, 2023 08:38AM

W Pat Tillman Blvd

Maricopa County



**1. CITIZEN PARTICIPATION REPORT  
FOR ASANTE TRAILS PAD  
AMENDMENT  
(CASE NO. FS22-0517)**

Submitted:  
January 2023



## 2. Project Description/Request

---

A Major PAD Amendment has been requested for the property located at the southwest corner of Pat Tillman Pkwy & 163<sup>rd</sup> Ave, commonly known as Maricopa County Assessor's Parcel Number 503-76-803 (the "Property"). The applicant's initial request was to rezone +/- 101.1 gross acres within the Asante Planned Area Development (PAD) from Commercial (C-2) to Commercial (C-2) (15.4 gross acres), Residential Medium (R-2) (27.6 gross acres), and Residential High (R-3) (58.4 gross acres). However, in light of citizen and stakeholder feedback, as well as market changes, the applicant amended the request to request to allow: Commercial (C-2) (21.9 gross acres), Commercial (C-3) (28.8 gross acres) and Residential High (R-3) (50.4 gross acres). The proposed amendment also includes an update in the amount of residential units permitted in the Gateway Area from 1,062 units to 1,542 units. This is an increase of 480 units within the Gateway Area which equates to a 9.5 gross du/ac. The requested PAD amendment will provide a more realistic balance of commercial uses to the overall master plan concept with high-quality living options for all types of families.

## 3. Outreach/Notification Timeline

---

- **June 3, 2022:** Initial neighborhood meeting notice letters were mailed by the City to all property owners within 300 feet of the Property and all applicable registered neighborhood associations.
- **June 6, 2022:** The subject site was posted with two (2) neighborhood meeting signs.
- **June 28, 2022:** An in-person neighborhood meeting was held at 6:00 p.m. at the Asante Preparatory Academy, Cafeteria, 23251 N 166<sup>th</sup> Dr. Surprise, AZ 85387.
- **June 29, 2022:** A Virtual neighborhood meeting for the proposed project was held via Zoom software, in accordance with the City's requirements.
- **December 22, 2022:** Voluntary neighborhood meeting notice letters were mailed by the applicant to all property owners within 300 feet of the Property, all applicable registered neighborhood associations and identified stakeholders which participated in the initial neighborhood meeting process.
- **December 28, 2022:** The two (2) neighborhood meeting signs at the site were updated to include updated neighborhood meeting dates.
- **January 10, 2023:** A second, voluntary, in-person neighborhood meeting was held at 6:00 p.m. at the Asante Preparatory Academy, Media Room, 23251 N 166<sup>th</sup> Dr. Surprise, AZ 85387.
- **January 11, 2023:** A second, voluntary, virtual neighborhood meeting for the proposed project was held via Zoom software.

## 4. Notification Affidavits, Letters & Mailing Lists

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- See Tab 1.

## 5. Neighborhood Meeting Summaries

---

### A. Initial (Required) In-Person Neighborhood Meeting

#### Summary of Presentation, Questions and Applicant Responses

The applicant, along with the project development team and members of city staff, attended the initial in-person neighborhood meeting. In addition, approximately 27 interested individuals attended the neighborhood meeting.

The applicant commenced the neighborhood meeting by providing an introduction of the development team. The applicant then shared a presentation with neighborhood meeting attendees, which provided: an overview of the site history and context; a discussion regarding the land use pattern in the area and area changes; an overview of the proposed amendment and further specifics regarding the proposal.

Attendees had general questions regarding: prospective commercial uses, parking, commercial area, timing for construction, traffic and traffic improvements, and nature of rental units. The applicant responded to attendee comments as outlined below:

#### 1. Prospective Commercial Uses

Residents had questions regarding prospective commercial uses. The applicant advised that early outreach to brokers had commenced, but that the development is early in the process to opine on uses. The applicant requested that attendees provide suggestions after the meeting as ideas for the broker team to pursue.

#### 2. Parking

An attendee expressed concerns that the site plan did not include sufficient parking areas. The applicant advised that the site plan is conceptual and further site plan programming would occur at the site plan phase and that any plan would be required to conform to the City's development standard requirements.

#### 3. Extent of Commercial Area

There was a concern that the proposed plan removed too much commercial from the area. The applicant advised that there are access considerations that preclude commercial development along certain portions of the site, depth considerations and more.

#### 4. Timing for Construction



The applicant advised that, after the city's rezoning process, it would take approximately one year for construction to occur.

#### 5. Traffic

Neighborhood meeting attendees expressed concerns regarding traffic. The applicant provided an analysis of the trip generation under the current approved zoning compared to the trips that would be generated by the requested development. It was also discussed that peak hours would differ for the subject uses and ultimately that development would help address traffic issues in the area given the city's improvement requirements.

#### 6. Rental Units

There were questions during the neighborhood meeting regarding rental units versus condominium units. The applicant discussed that one of the reasons for rental units at this location is to support the proposed commercial services; but also because of TSMC and its need for employee housing in the area. The applicant further discussed the quality features of the architecture and amenities for the proposed rental homes.

Attendees also general concerns regarding the change of commercial land uses and regional traffic issues which were discussed at length.

### **B. Initial (Required) Virtual Neighborhood Meeting**

#### **Summary of Presentation, Questions and Applicant Responses**

The applicant, along with the project development team and members of city staff, attended the virtual neighborhood meeting. In addition, approximately two (2) interested individuals attended the virtual neighborhood meeting.

The applicant commenced the neighborhood meeting by providing an introduction of the development team. The applicant then shared a presentation with neighborhood meeting attendees, which provided: an overview of the site history and context; a discussion regarding the land use pattern in the area and area changes; an overview of the proposed amendment and further specifics regarding the proposal.

The only question or comment that was raised by neighborhood meeting attendees was the timing for the development. The applicant responded with a summary of the public hearing process, further city review processes and indicated that construction may commence approximately one year (1) from approval.

*\*In response to neighbor input and other considerations, the applicant, after several months of refining of plans, generated a revised land use plan and scheduled voluntary neighborhood meetings to share the updated plan with interested neighbors, as summarized in **Section C** below.*

### **C. Voluntary Follow-Up In-Person Neighborhood Meeting**

#### **Number of Participants**

The applicant, along with the project development team, attended the voluntary follow up in-person neighborhood meeting. In addition, approximately 24 interested individuals attended the neighborhood meeting.

### **Summary of Presentation, Questions and Applicant Responses**

The applicant, along with the project development team, attended the follow-up in-person neighborhood meeting. In addition, approximately 24 interested individuals attended the neighborhood meeting.

The applicant commenced the neighborhood meeting by providing an introduction of the development team. The applicant then shared a presentation with neighborhood meeting attendees, which provided: an overview of the site history and context; a discussion regarding the land use pattern in the area and area changes; an overview of the initial plan that was proposed in June 2022 and changes that were made to the plan to address neighbor and stakeholder feedback from that initial meeting, as well market driven changes. The proposed changes were noted as including park open space, employment opportunities, more commercial land area, elimination of single family homes from the plan and more.

The plan revisions were very well received by neighborhood meeting attendees. The attendees had general questions regarding: residential product and type; surrounding area development; the developer and nature of the Master Developer's role with density; traffic signal improvements; construction timeline and processing; nature of employer uses; prospective retail tenants; how to support the project moving forward; and, parking. The applicant responded to attendee comments as outlined below:

1. **Residential Product and Type**

The applicant discussed that the residential use is a for-rent cottage product with high quality amenities.

2. **Surrounding Area Development**

There were several questions regarding adjacent or nearby parcels of which the applicant provided additional details where applicable.

3. **Developer and Master Developer**

The applicant discussed that the residential developer is Sonoma Communities and that the role of Lennar, the Master Developer, was initially to allocate and keep track of residential units, but that they are not the developer of the subject site.

4. **Traffic Signal Improvements**

There were questions related to the timing of the traffic signal at 163<sup>rd</sup> Ave & Pat Tilman Parkway. The applicant communicated that the improvements should occur very soon and that further information would be sought from the City.

5. **Construction Timeline / Processing**

The applicant advised that, after the city's rezoning process, there are additional site planning and plat processes to be completed, and that construction would take a couple of years.

6. Nature of Employer Uses

The applicant advised that healthcare uses are highly sought for the employment-based area on the plan.

7. Prospective Retail Tenants

Neighbors asked about the types of retail tenants that may located to the site. The applicant responded that anchors would be needed but that the hope is for not only national brands but smaller local businesses as well.

8. Parking

An attendee mentioned a concern regarding parking. The applicant responded by indicating that a future site plan would provide the appropriate review for parking and that the plan is conceptual for now. Additionally, it was noted that retailers and future tenants may have their own parking ratio minimums to locate to the site.

9. Support

Several attendees expressed strong support for the plan revisions and project moving forward; some even asked the best way to communicate support as the plan moves forward.

The follow up neighborhood meeting was very productive and the revisions were well received.

**D. Voluntary Second Virtual Neighborhood Meeting**

**Summary of Presentation, Questions and Applicant Responses**

The applicant, along with the project development team, attended the virtual neighborhood meeting. In addition, approximately three (3) interested individuals attended the virtual neighborhood meeting.

The applicant commenced the neighborhood meeting by providing an introduction of the development team. The applicant then shared a presentation with neighborhood meeting attendees, which provided: an overview of the site history and context; a discussion regarding the land use pattern in the area and area changes; an overview of the initial plan that was proposed in June 2022 and changes that were made to the plan to address neighbor and stakeholder feedback from that initial meeting, as well market driven changes. The proposed changes were noted as including park open space, employment opportunities, more commercial land area, elimination of single family homes from the plan and more. The applicant responded to attendee comments as outlined below:

Neighbors had questions regarding C-3 uses; the demand for cottage homes; timing and information for surrounding area development.

1. C-3 Uses



An attendee wondered what type of uses were targeted for the C-3 zoning district. The applicant advised that employment based users were sought for that parcel, including healthcare industry type uses.

2. Cottage Home Demand

The applicant provided an overview of cottage homes and discussed the strong demand for them, particularly in light of TSMC and its expansion. Due to its announced expansion, TSMC is in need of leased housing for its employees, and it has started to pre-lease communities including cottage-type communities.

3. Timing for Construction

The applicant advised that, after the city's rezoning process, there are additional site planning and plat processes to be completed, and that construction would take a couple of years.

4. Surrounding Area Development

The applicant provided background information on nearby properties as applicable.

Sign-in sheets for the in-person neighborhood meetings are enclosed at **Tab 2**.

## 6. CONCLUSION

---

The initial neighborhood meeting for the proposed amendment was held in June 2022 and the proposal raised several concerns and questions by neighbors. Since then, the applicant worked to refine a plan that is more palatable to the larger community in a manner which is also responsive to market trends. A series of voluntary neighborhood meetings were held and the additional meetings have been positive, with neighbors even expressing support for the project.

The applicant will continue to be available to answer questions throughout the rezoning process.

## Tab 1

**AFFIDAVIT OF POSTING**

Application No: FS22-0517

Applicant Name: Withey Morris, PLC

Location: SWC 163rd & Pat Tillman Rd.

Date Site Posted: 06/09/22

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior** to the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

Meghan Liggett

Applicant/Representative Signature

Date

6/9/22

This instrument was acknowledged before me on 06/09/22, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



Marybeth Conrad  
Notary Public  
10-25-24  
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*



# Notice of Public Hearing

## City of Surprise

In-Person and Virtual

### Neighborhood Meeting

### Planning & Zoning

### City Council

Date: June 28, 2022

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy - Cafeteria  
23251 N 166th Dr. Surprise, AZ 85387

Location: 16000 N Civic Center Plaza  
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza  
Surprise, AZ 85374

Virtual Neighborhood Meeting

DATE: Wednesday, June 29, 2022 TIME: 6:00 PM

ONLINE ACCESS: <https://us02web.zoom.us/j/84554004166?pwd=aDk0OHplRStQd2F5R1RtREdwZkRjQT09>

CALL IN: +1 669 900 9128

MEETING ID: 845 5400 4166

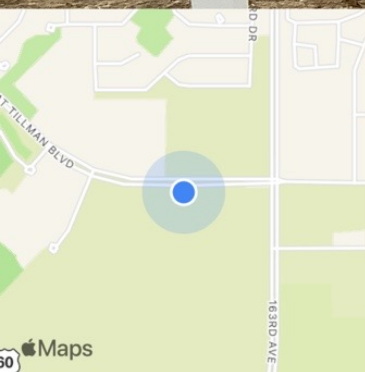
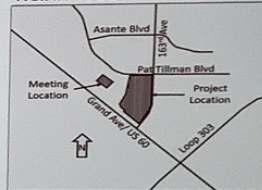
PASSCODE: 823598

Case number: FS22-0517

Request: Major Planned Area Development (PAD) Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to mixed-use and modify development standards. The subject property is generally located at the southwest corner of 163rd Avenue and Pat Tillman Blvd, within the Asante Planned Area Development (APN 503-76-803).

For more information, call: 623-222-3011 [Surpriseaz.gov](http://Surpriseaz.gov)

VICINITY MAP



W Pat Tillman Blvd  
Surprise AZ 85387

+33.696479,-112.412399

Thursday, June 9, 2022 at 5:22:00 AM



# Notice of Public Hearing

## City of Surprise

In-Person and Virtual

### Neighborhood Meeting

### Planning & Zoning

### City Council

Date: June 28, 2022

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy - Cafeteria  
23251 N 166th Dr. Surprise, AZ 85387

Location: 16000 N Civic Center Plaza  
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza  
Surprise, AZ 85374

Virtual Neighborhood Meeting

DATE: Wednesday, June 29, 2022 TIME: 6:00 PM

ONLINE ACCESS: <https://us02web.zoom.us/j/84554004166?pwd=aDk0OHplRStQd2F5R1RiREdwZkRJQT09>

CALL IN: +1 669 900 9128

MEETING ID: 845 5400 4166

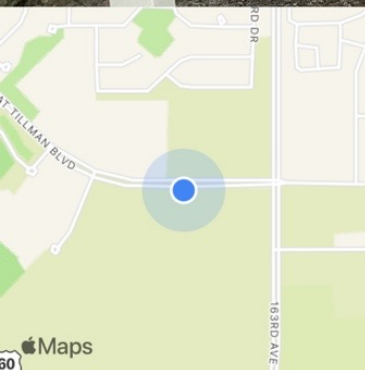
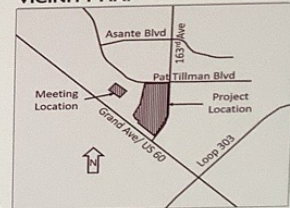
PASSCODE: 823598

Case number: FS22-0517

Request: Major Planned Area Development (PAD) Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to mixed-use and modify development standards. The subject property is generally located at the southwest corner of 163rd Avenue and Pat Tillman Blvd, within the Asante Planned Area Development (APN 503-76-803).

For more information, call: 623-222-3011 Surpriseaz.gov

VICINITY MAP



W Pat Tillman Blvd  
Surprise AZ 85387

+33.696549,-112.412345

Thursday, June 9, 2022 at 5:21:38 AM



# Notice of Public Hearing

## City of Surprise

In-Person and Virtual

**Neighborhood Meeting**

**Planning & Zoning**

**City Council**

Date: June 28, 2022

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy - Cafeteria  
23251 N 166th Dr. Surprise, AZ 85387

Location: 16000 N Civic Center Plaza  
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Location: 16000 N Civic Center Plaza  
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Virtual Neighborhood Meeting

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CALL IN: +1 669 900 9128

MEETING ID: 845 5400 4166

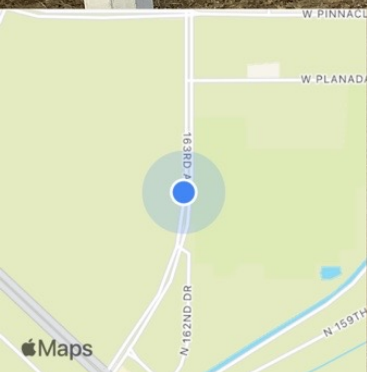
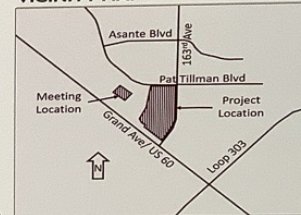
PASSCODE: 823598

Case number: FS22-0517

Request: Major Planned Area Development (PAD) Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to mixed-use and modify development standards. The subject property is generally located at the southwest corner of 163rd Avenue and Pat Tillman Blvd, within the Asante Planned Area Development (APN 503-76-803).

For more information, call: 623-222-3011 [Surpriseaz.gov](http://Surpriseaz.gov)

VICINITY MAP



22436-22900 163rd Ave

Surprise AZ 85387

+33.691885,-112.409487

Thursday, June 9, 2022 at 5:17:33 AM



# Notice of Public Hearing City of Surprise

In-Person and Virtual

## Neighborhood Meeting

## Planning & Zoning

## City Council

Date: June 28, 2022

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy - Cafeteria  
23251 N 166th Dr. Surprise, AZ 85387

Location: 16000 N Civic Center Plaza  
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza  
Surprise, AZ 85374

Virtual Neighborhood Meeting

DATE: Wednesday, June 29, 2022 TIME: 6:00 PM

ONLINE ACCESS: <https://us02web.zoom.us/j/84554004166?pwd=aDk0OHpLRStQd2F5R1RtREdwZkRJT09>

CALL IN: +1 669 900 9128

MEETING ID: 845 5400 4166

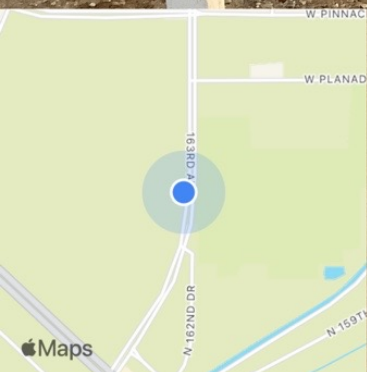
PASSCODE: 823598

Case number: FS22-0517

Request: Major Planned Area Development (PAD) Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to mixed-use and modify development standards. The subject property is generally located at the southwest corner of 163rd Avenue and Pat Tillman Blvd, within the Asante Planned Area Development (APN 503-76-803).

For more information, call: 623-222-3011 [Surpriseaz.gov](http://Surpriseaz.gov)

VICINITY MAP



22436-22900 163rd Ave

Surprise AZ 85387

+33.691886,-112.409598

Thursday, June 9, 2022 at 5:17:59 AM



**AFFIDAVIT OF POSTING**

Application No: FS22-0517

Applicant Name: Withey Morris, PLC

Location: SWC 163rd & Pat Tillman Rd.

Date Site Posted: 12/28/22

In order to assist in providing adequate notice to interested parties, the applicant for any *type of public hearing* in the City of Surprise shall erect two (2) signs giving notice of the *date, time and place* of the scheduled hearings. These signs must be erected not less than **fifteen (15) days prior** to the date of the first hearing. The signs shall also include the nature of the request as contained on the formal zoning application. The size and format of this sign shall meet requirements established by the Planning and Zoning Department (see page 2).

Such notice shall be clearly legible and placed at a prominent location on the site – Generally adjacent and perpendicular to the public right-of-way. It shall be the *responsibility of the applicant* to erect and to maintain the sign on the subject property and to maintain the hearing information on the sign until final disposition of the case.

It shall also be the *responsibility of the applicant* to remove the signs within one week after the final disposition of the case.

I confirm that the site has been posted as required above, for the case noted above. A picture of the site posting, and photos of any subsequent changes/updates made to the sign, have also been submitted.

*Meghan Liggett* 12/28/22  
Applicant/Representative Signature Date

This instrument was acknowledged before me on 12/28/22, by Meghan Liggett. I witness whereof I hereunto set my hand and official seal.



*Mary Beth Conrad*  
Notary Public  
10-25-24  
My commission expires

*Return completed and notarized **affidavit** and all relevant **photos** to the Planning and Zoning Department at least fifteen (15) days **prior to** the scheduled meeting(s).*

# Notice of Public Hearing City of Surprise

In-Person and Virtual

## Neighborhood Meeting

## Planning & Zoning

## City Council

Date: January 10, 2023

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy - Media Room  
23251 N 166th Dr. Surprise, AZ 85387

Location: 16000 N Civic Center Plaza  
Surprise, AZ 85374

Location: 16000 N Civic Center Plaza  
Surprise, AZ 85374

Virtual Neighborhood Meeting

DATE: January 11, 2022

TIME: 6:00 PM

ONLINE ACCESS: <https://us02web.zoom.us/j/87438992337?pwd=MUNMQ1ZrbFdpFFUZEsrNThibk0wdz09>

CALL IN: 1 669 444 9171

MEETING ID: 874 3899 2337

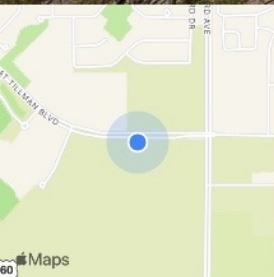
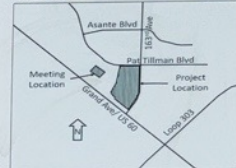
PASSCODE: 766552

Case number: FS22-0517

Request: Major Planned Area Development (PAD) Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to C-2 and R-2 and modify development standards. The subject property is generally located at the southwest corner of 163rd Avenue and Pat Tillman Blvd, within the Asante Planned Area Development (APN 503-76-803).

For more information, call: 623-222-3011 Surpriseaz.gov

VICINITY MAP



Dec 28, 2022 11:09AM  
W Pat Tillman Blvd  
Maricopa County



# Notice of Public Hearing

## City of Surprise

In-Person and Virtual

**Neighborhood Meeting**

**Planning & Zoning**

**City Council**

Date: January 10, 2023

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

Time: 6:00 P.M.

Location: Asante Preparatory Academy - Media Room  
23251 N 166th Dr. Surprise, AZ 85387

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Location: 16000 N Civic Center Plaza  
Surprise, AZ 85374

Virtual Neighborhood Meeting

DATE: January 11, 2022

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CALL IN: 1 669 444 9171

MEETING ID: 874 3899 2337

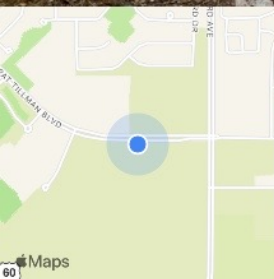
PASSCODE: 766552

Case number: FS22-0517

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VICINITY MAP



Dec 28, 2022 11:09AM  
W Pat Tillman Blvd  
Maricopa County



# Notice of Public Hearing City of Surprise

In-Person and Virtual

**Neighborhood Meeting**

**Planning & Zoning**

**City Council**

Date: January 10, 2023

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ONLINE ACCESS: <https://us02web.zoom.us/j/87438992337?pwd=MUNMQ1ZrbFdpFFUZEsrNThibk0wdz09>

CALL IN: 1 669 444 9171

MEETING ID: 874 3899 2337

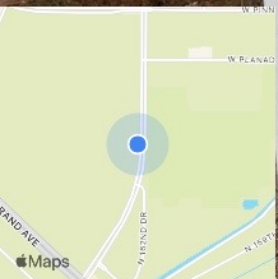
PASSCODE: 766552

Case number: FS22-0517

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For more information, call: 623-222-3011 [Surpriseaz.gov](http://Surpriseaz.gov)

VICINITY MAP



Dec 28, 2022 10:46AM  
22436-22900 163rd Ave  
Maricopa County



# Notice of Public Hearing City of Surprise

In-Person and Virtual

**Neighborhood Meeting**

**Planning & Zoning**

**City Council**

Date: January 10, 2023

Date: TBD

Date: TBD

Time: 6:00 P.M.

Time: 6:00 P.M.

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Location: Asante Preparatory Academy - Media Room  
23251 N 166th Dr. Surprise, AZ 85387

Location: 16000 N Civic Center Plaza  
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Location: 16000 N Civic Center Plaza  
Surprise, AZ 85374

Virtual Neighborhood Meeting

DATE: January 11, 2022

TIME: 6:00 PM

ONLINE ACCESS: <https://us02web.zoom.us/j/87438992337?pwd=MUNMQ1ZrbFdpFFUZEsrNThibk0wdz09>

CALL IN: 1 669 444 9171

MEETING ID: 874 3899 2337

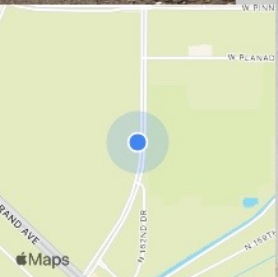
PASSCODE: 766552

Case number: FS22-0517

Request: Major Planned Area Development (PAD) Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to C-2 and R-2 and modify development standards. The subject property is generally located at the southwest corner of 163rd Avenue and Pat Tillman Blvd, within the Asante Planned Area Development (APN 503-76-803).

For more information, call: 623-222-3011 [Surpriseaz.gov](http://Surpriseaz.gov)

VICINITY MAP



Dec 28, 2022 10:46AM  
22436-22900 163rd Ave  
Maricopa County



## **DEVELOPMENT PROJECT NEIGHBORHOOD MEETINGS**

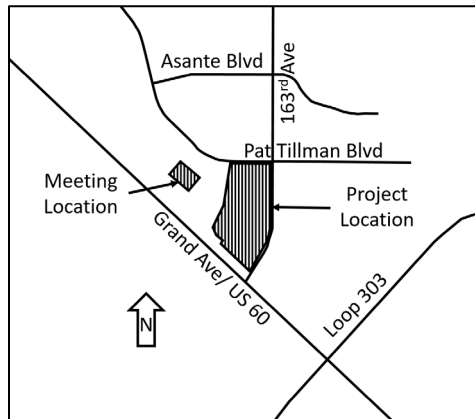
Please be advised, Withey Morris, PLC, on behalf of Kimco Barclay Surprise II, LLC, will host voluntary follow up Neighborhood Meetings to discuss the project referenced below. One meeting will be conducted in person, and a second meeting will be conducted virtually. Any member of the public may participate in the conversation as it pertains to this project. Please note, the City of Surprise is not the host of these meetings, however, the assigned City Planner may be contacted to provide information as needed in response to inquiries received from residents.

Applicant: Adam Baugh with Withey Morris, PLC, 602.230.0600, [adam@witheymorris.com](mailto:adam@witheymorris.com)  
City of Surprise Planner: Trever Fleetham, 623.222.3156, [trever.fleetham@surpriseaz.gov](mailto:trever.fleetham@surpriseaz.gov)

### **NEIGHBORHOOD MEETING DETAILS**

| <b>In-Person Meeting</b>                                                                               | <b>Virtual Meeting</b>                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DATE: Tuesday, January 10, 2023                                                                        | DATE: Wednesday, January 11, 2023                                                                                                                                                     |
| TIME: 6:00 PM                                                                                          | TIME: 6:00 PM                                                                                                                                                                         |
| LOCATION: Asante Preparatory Academy – Media Room<br>23251 N. 166 <sup>th</sup> Dr. Surprise, AZ 85387 | ONLINE ACCESS:<br><a href="https://us02web.zoom.us/j/87438992337?pwd=MUNMQ1ZrbFdpcFFUZEsrNThibk0wdz09">https://us02web.zoom.us/j/87438992337?pwd=MUNMQ1ZrbFdpcFFUZEsrNThibk0wdz09</a> |
|                                                                                                        | CALL IN: +1 669 444 9171                                                                                                                                                              |
|                                                                                                        | MEETING ID: 874 3899 2337                                                                                                                                                             |
|                                                                                                        | PASSCODE: 766552                                                                                                                                                                      |

### **PROJECT & MEETING LOCATION**



### **PROJECT DESCRIPTION:**

Major Planned Area Development (PAD) Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to Commercial (C-2) and Residential High (R-2) and modify development standards. The subject property is generally located at the southwest corner of 163<sup>rd</sup> Avenue and Pat Tillman Blvd, within the Asante Planned Area Development (APN 503-76-803). Surprise Planning Case FS22-0517.

## **DEVELOPMENT PROJECT NEIGHBORHOOD MEETINGS**

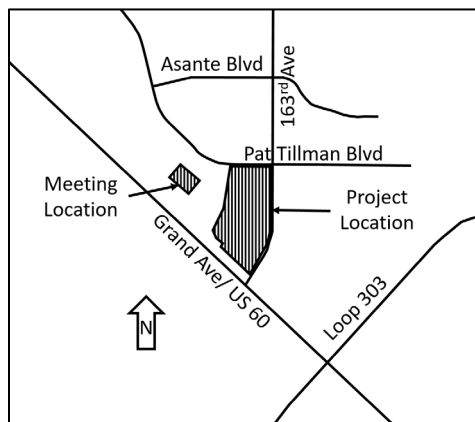
Please be advised, Withey Morris, PLC, on behalf of Kimco Barclay Surprise II, LLC, will host Neighborhood Meetings to discuss the project referenced below. One meeting will be conducted in person, and a second meeting will be conducted virtually. Any member of the public may participate in the conversation as it pertains to this project. According to Surprise Municipal Code, the applicant is required to host a Neighborhood Meeting to present their project to the public while soliciting feedback and providing answers to questions. Please note, the City of Surprise is not the host of these meetings, however, the assigned City Planner will be available to provide information as needed in response to inquiries received from residents.

Applicant: Adam Baugh with Withey Morris, PLC, 602.230.0600, [adam@witheymorris.com](mailto:adam@witheymorris.com)  
City of Surprise Planner: Trever Fleetham, 623.222.3156, [trever.fleetham@surpriseaz.gov](mailto:trever.fleetham@surpriseaz.gov)

### **NEIGHBORHOOD MEETING DETAILS**

| <b>In-Person Meeting</b>                                                                              | <b>Virtual Meeting</b>                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DATE: Tuesday, June 28, 2022                                                                          | DATE: Wednesday, June 29, 2022                                                                                                                                                                                                                                         |
| TIME: 6:00 PM                                                                                         | TIME: 6:00 PM                                                                                                                                                                                                                                                          |
| LOCATION: Asante Preparatory Academy – Cafeteria<br>23251 N. 166 <sup>th</sup> Dr. Surprise, AZ 85387 | ONLINE ACCESS:<br><a href="https://us02web.zoom.us/j/84554004166?pwd=aDk0OHpLRStQd2F5RlRtREdwZkRJQT09">https://us02web.zoom.us/j/84554004166?pwd=aDk0OHpLRStQd2F5RlRtREdwZkRJQT09</a><br><br>CALL IN: +1 669 900 9128<br>MEETING ID: 845 5400 4166<br>PASSCODE: 823598 |

### **PROJECT & MEETING LOCATION**



### **PROJECT DESCRIPTION:**

Major Planned Area Development (PAD) Amendment to the Asante PAD to change the land use designation for approximately 101 gross acres from commercial to mixed-use and modify development standards. The subject property is generally located at the southwest corner of 163<sup>rd</sup> Avenue and Pat Tillman Blvd, within the Asante Planned Area Development (APN 503-76-803). Surprise Planning Case FS22-0517.

## Tab 2



# SIGN-IN

CLYDE CAPITAL

SOUTHWEST CORNER OF 163<sup>RD</sup> AVENUE AND PAT TILLMAN BOULEVARD

NEIGHBORHOOD OPEN HOUSE MEETING

JUNE 28<sup>TH</sup>, 2022 – ASANTE PREPARATORY ACADEMY CAFETERIA – 23251 N 166<sup>TH</sup> DRIVE, SURPRISE, AZ – 6:00 PM

| NAME (Please Print)       | ADDRESS    | PHONE NO.  | E-MAIL ADDRESS |
|---------------------------|------------|------------|----------------|
| 21. Barbara Krasa         | [REDACTED] | [REDACTED] | [REDACTED]     |
| 22. Ness Krajci           | [REDACTED] | [REDACTED] | [REDACTED]     |
| 23. Mike + Janet Arbogast | [REDACTED] | [REDACTED] | [REDACTED]     |
| 24. Matt Keating          | [REDACTED] | [REDACTED] | [REDACTED]     |
| 25. Larry Nawrock         | [REDACTED] | [REDACTED] | [REDACTED]     |
| 26. Rodney Cluff 2        | [REDACTED] | [REDACTED] | [REDACTED]     |
| 27.                       |            |            |                |
| 28.                       |            |            |                |
| 29.                       |            |            |                |
| 30.                       |            |            |                |
| 31.                       |            |            |                |

# SIGN-IN

CLYDE CAPITAL

SOUTHWEST CORNER OF 163<sup>RD</sup> AVENUE AND PAT TILLMAN BOULEVARD

NEIGHBORHOOD OPEN HOUSE MEETING

JUNE 28<sup>TH</sup>, 2022 – ASANTE PREPARATORY ACADEMY CAFETERIA – 23251 N 166<sup>TH</sup> DRIVE, SURPRISE, AZ – 6:00 PM

| NAME (Please Print)    | ADDRESS    | PHONE NO.  | E-MAIL ADDRESS |
|------------------------|------------|------------|----------------|
| 1. Brenda Lewis        | [REDACTED] | [REDACTED] | [REDACTED]     |
| 2. Andy Cragg          | [REDACTED] | [REDACTED] | [REDACTED]     |
| 3. Karen Fanton        | [REDACTED] | [REDACTED] | [REDACTED]     |
| 4. Steve & Lisa French | [REDACTED] | [REDACTED] | [REDACTED]     |
| 5. Bob & Connie Warren | [REDACTED] | [REDACTED] | [REDACTED]     |
| 6. D. L. Winters       | [REDACTED] | [REDACTED] | [REDACTED]     |
| 7.                     |            |            |                |
| 8.                     |            |            |                |
| 9.                     |            |            |                |
| 10.                    |            |            |                |

# SIGN-IN

CLYDE CAPITAL

SOUTHWEST CORNER OF 163<sup>RD</sup> AVENUE AND PAT TILLMAN BOULEVARD  
NEIGHBORHOOD OPEN HOUSE MEETING

JUNE 28<sup>TH</sup>, 2022 – ASANTE PREPARATORY ACADEMY CAFETERIA – 23251 N. 166<sup>TH</sup> DRIVE, SURPRISE, AZ – 6:00 PM

| NAME (Please Print)       | ADDRESS    | PHONE NO.  | E-MAIL ADDRESS |
|---------------------------|------------|------------|----------------|
| 51. Gina Larr             | [REDACTED] | [REDACTED] | [REDACTED]     |
| 52. Beth Gorrogi          | [REDACTED] | [REDACTED] | [REDACTED]     |
| 53. Don't Debbie Turner   | [REDACTED] | [REDACTED] | [REDACTED]     |
| 54. Al Pot Martin         | [REDACTED] | [REDACTED] | [REDACTED]     |
| 55. DAVE MARTIN           | [REDACTED] | [REDACTED] | [REDACTED]     |
| 56. Wanda + Jim Barkley   | [REDACTED] | [REDACTED] | [REDACTED]     |
| 57. Brenda & Jim Overturf | [REDACTED] | [REDACTED] | [REDACTED]     |
| 58.                       |            |            |                |
| 59.                       |            |            |                |
| 60.                       |            |            |                |



# SIGN-IN

## CLYDE CAPITAL

SOUTHWEST CORNER OF 163<sup>RD</sup> AVENUE AND PAT TILLMAN ROAD, SURPRISE, AZ.

### NEIGHBORHOOD OPEN HOUSE MEETING

JANUARY 11<sup>TH</sup>, 2023-ASANTE PREPARATORY ACADEMY MEDIA ROOM - 23251 NORTH 166<sup>TH</sup> DRIVE, SURPRISE, AZ 85387

| NAME (Please Print)       | ADDRESS    | PHONE NO.  | E-MAIL ADDRESS |
|---------------------------|------------|------------|----------------|
| 21. Robert Petrey         | [REDACTED] | [REDACTED] | [REDACTED]     |
| 22. Paul VanderWerf       | [REDACTED] | [REDACTED] | [REDACTED]     |
| 23. Amy Wilson            | [REDACTED] | [REDACTED] | [REDACTED]     |
| 24. DEAN WILSON<br>d Mike | [REDACTED] | [REDACTED] | [REDACTED]     |
| 25. Karen Fanton          | [REDACTED] | [REDACTED] | [REDACTED]     |
| 26. Connie Warren         | [REDACTED] | [REDACTED] | [REDACTED]     |
| 27. Jennifer Hill         | [REDACTED] | [REDACTED] | [REDACTED]     |
| 28. Dillon Gung           | [REDACTED] | [REDACTED] | [REDACTED]     |
| 29. Kim Bell              | [REDACTED] | [REDACTED] | [REDACTED]     |
| 30.                       |            |            |                |

\*

# SIGN-IN

## CLYDE CAPITAL

SOUTHWEST CORNER OF 163<sup>RD</sup> AVENUE AND PAT TILLMAN ROAD, SURPRISE, AZ.

### NEIGHBORHOOD OPEN HOUSE MEETING

JANUARY 11<sup>TH</sup>, 2023-ASANTE PREPARATORY ACADEMY MEDIA ROOM - 23251 NORTH 166<sup>TH</sup> DRIVE, SURPRISE, AZ 85387

| NAME (Please Print)    | ADDRESS    | PHONE NO.  | E-MAIL ADDRESS |
|------------------------|------------|------------|----------------|
| 31. ROBERT WAZEN       | [REDACTED] | [REDACTED] | [REDACTED]     |
| 32. Bob FRANZ          | [REDACTED] | [REDACTED] | [REDACTED]     |
| 33. Don Zimmerman      | [REDACTED] | [REDACTED] | [REDACTED]     |
| 34. DEBBIE Zimmerman   | [REDACTED] | [REDACTED] | [REDACTED]     |
| 35. Russell BULLERT    | [REDACTED] | [REDACTED] | [REDACTED]     |
| 36. Michelle Haselwood | [REDACTED] | [REDACTED] | [REDACTED]     |
| 37.                    |            |            |                |
| 38.                    |            |            |                |
| 39.                    |            |            |                |
| 40.                    |            |            |                |

# SIGN-IN

## CLYDE CAPITAL

SOUTHWEST CORNER OF 163<sup>RD</sup> AVENUE AND PAT TILLMAN ROAD, SURPRISE, AZ.

### NEIGHBORHOOD OPEN HOUSE MEETING

JANUARY 11<sup>TH</sup>, 2023-ASANTE PREPARATORY ACADEMY MEDIA ROOM - 23251 NORTH 166<sup>TH</sup> DRIVE, SURPRISE, AZ 85387

| NAME (Please Print)     | ADDRESS    | PHONE NO. | E-MAIL ADDRESS |
|-------------------------|------------|-----------|----------------|
| 1. MIKE MACCIGLIO       | [REDACTED] |           |                |
| 2. ALAN PAT MARTIN      | "          |           |                |
| 3. Steve & Twila French | [REDACTED] |           |                |
| 4. Gary & Betty French  | [REDACTED] |           |                |
| 5. DONNA & ZARINA       | [REDACTED] |           |                |
| 6. BRENDA OVERTIER      | [REDACTED] |           |                |
| 7.                      |            |           |                |
| 8.                      |            |           |                |
| 9.                      |            |           |                |
| 10.                     |            |           |                |



# Planning & Zoning Commission Comment Form

07/18/2022 3:12 PM (EDT)

## Call to the Public

For people wishing to address the Planning & Zoning Commission, please fill out the form below:

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| First Name                                      | Michael                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Last Name                                       | Kallo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Address 1                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| City                                            | Surprise                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| State                                           | AZ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Zip Code                                        | 85387                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Meeting Date                                    | 07/18/2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Phone Number                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Email                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Please Choose One                               | Non-Agenda Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Comment or Reason for Addressing the Commission | There have been community posts about a rezoning proposal for the plot of land on the northwest corner of 163rd ave and grand. Right now it is set aside for a large shopping plaza but the current rezoning proposal is looking to fill it with more housing, rentals, and leave a small retail lot in the northeast corner. Residents of this area are concerned that there are already too many homes than can be supported by the roads, schools, and complete lack of retail in the area. There are also other lots that are still zoned for residential, and mixed use, as well as neighborhoods that have just begun construction. What are our options as residents to oppose this rezoning? |

Individuals wishing to address the Planning and Zoning Commission on specific terms, during public meetings or at the Call-to-the-Public segment of the public meeting shall be required to abide by the following rules:

1. Citizens wishing to be heard will be required to fill out a Call to the Public request form and turn it into the Planning and Zoning Commission Secretary before the meeting begins.
2. Each individual will be allowed to speak only once. Each speaker will be restricted to 3 minutes. The Chair will announce any time adjustments at the beginning of the meeting. Organized groups with one spokesperson may be allowed double time by the Chair, time permitting.
3. Speakers will begin by providing their name and address for the record. You will be required to complete your statement prior to the commission responding. This will assure the speaker their full time. Should the speaker ask questions, the questions will be responded to following the completion of the statement and directed by the Chair.
4. Respect the rights of the parties speaking whether you support or disagree with them. Parties failing to abide by these rules will be removed from the meeting.

## ORDINANCE # 2023-03

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A MAJOR PLANNED AREA DEVELOPMENT (PAD) AMENDMENT TO THE ASANTE PAD TO CHANGE THE LAND USE AND DEVELOPMENT STANDARDS FOR APPROXIMATELY 101 GROSS ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF 163<sup>RD</sup> AVENUE AND PAT TILLMAN BOULEVARD.**

**WHEREAS**, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

**WHEREAS**, the subject site is located generally at the southwest corner of 163<sup>rd</sup> Avenue and Pat Tillman Blvd;

**WHEREAS**, the subject site is zoned Asante PAD pursuant to PAD04-124 approved on November 24, 2004;

**WHEREAS**, the proposed use of the subject site requires modification of the applicable zoning regulations;

**WHEREAS**, this PAD amendment is in harmony with the purposes and intent of the Asante PAD, the zoning ordinance, and the Surprise General Plan; and

**WHEREAS**, on February 16, 2023, the Planning and Zoning Commission recommended approval of the subject Asante PAD amendment.

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

**Section 1.** *Major PAD Amendment.* The “Asante PAD” is herewith amended to reflect the development changes subject to the following stipulations:

- a. Development and use of the site shall be consistent with the rezone narrative entitled “Asante Trails”, prepared by Withey Morris, PLC, dated January 13, 2023.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

**Section 2.** *Codification.* This Ordinance is not of a general nature and shall not be codified.

**Section 3.** *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

**Section 4.** *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**Section 5.** *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sherry Aguilar, City Clerk

\_\_\_\_\_  
Robert Wingo, City Attorney

## EXHIBIT A

### LEGAL DESCRIPTION FOR PROPERTY



**Legal Description  
For  
Zoning Boundary  
GTIS - Asante**

Located in the Northeast Quarter of Section 13, Township 4 North, Range 2 West, Gila and Salt River Meridian, Maricopa County, Arizona.

Beginning at the Northeast corner said Section 13;

Thence South 00°45'24" West, along the East line of said Northeast Quarter, a distance of 1,695.70 feet, to the beginning of a 2,291.83 feet radius curve, concave Northwestly;

Thence departing said East line, Southwesterly along the arc of said curve, along the centerline of 163<sup>rd</sup> Avenue as shown on the Map of Dedication for "Asante Phase One", recorded in book 875, Page 17, Maricopa County records, through a central angle of 33°01'18", an arc distance of 1,320.86 feet;

Thence South 33°46'42" West, a distance of 497.79 feet to the North line of the AT & SF Railroad Right of Way;

Thence departing said centerline North 46°13'34" West, along said Right of Way, a distance of 1,276.10 feet to the West line of Lot Comm-2,3,5, per the Final Plat of Asante Phase I, recorded in Book 938, Page 32, Maricopa County Records;

Thence along said West line the following (5) five courses:

Thence North 23°32'06" East, a distance of 106.58 feet;

Thence North 46°13'34" West, a distance of 246.92 feet;

Thence North 23°04'27" West, a distance of 254.34 feet;

Thence North 25°38'16" East, a distance of 776.73 feet;

Thence North 09°06'47" East, a distance of 1,235.69 feet;

Thence departing said West line, North 00°52'02" East, a distance of 67.51 feet, to the centerline of Pat Tillman Blvd. as shown on the Map of Dedication for "Asante Phase One", recorded in book 857, Page 17, Maricopa County records, and the beginning of a 1,500.00 feet radius, non-tangent curve, whose center bears North 01°45'07" East;

Thence Easterly along said centerline and curve, through a central angle of 00°51'53", an arc distance of 22.64 feet;

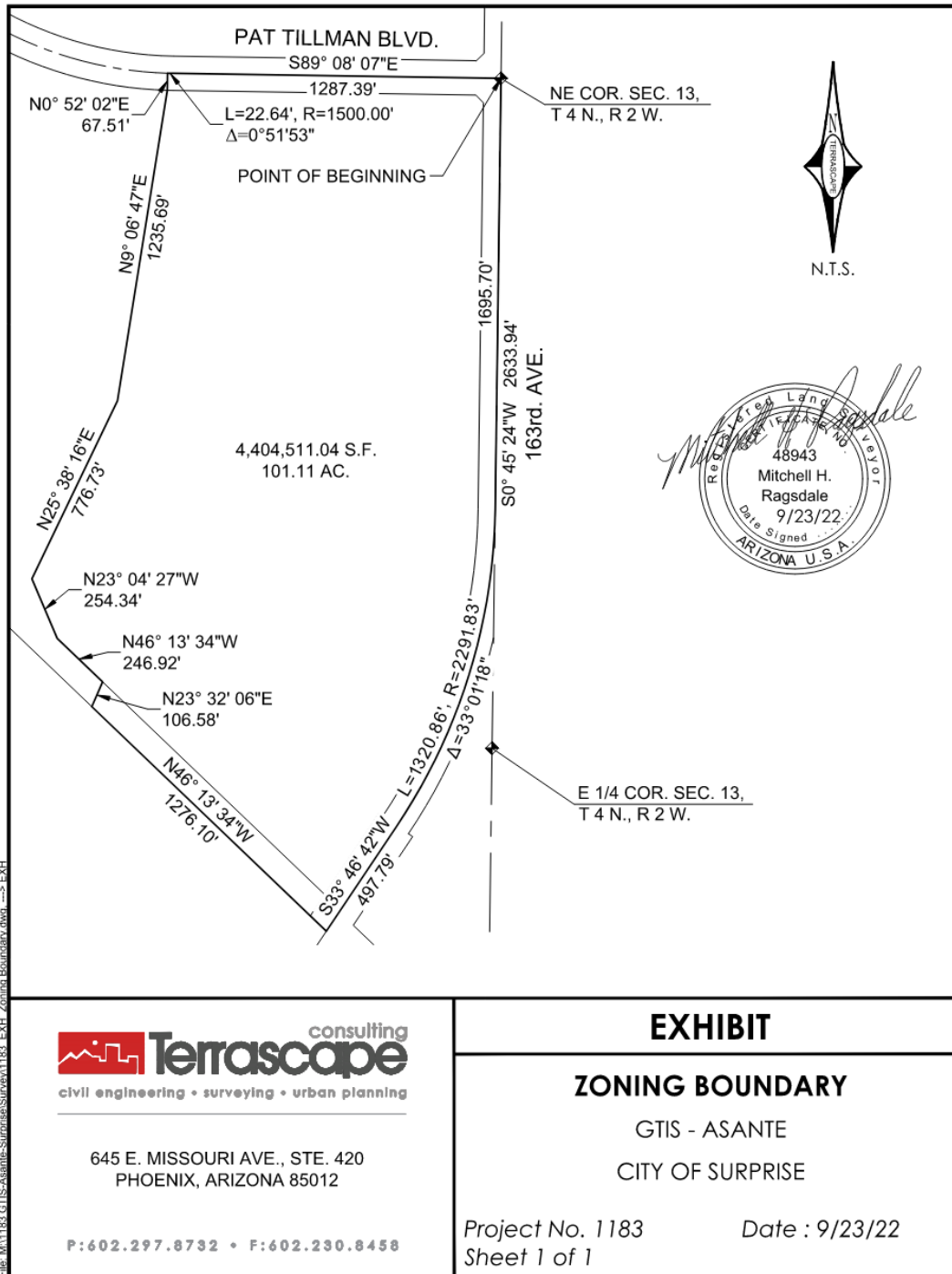
Thence continuing along said centerline, South 89°08'07" East, a distance of 1,287.39 feet to the Point of Beginning.

Containing 4,404,511.04 square feet or 101.11 acres, more or less.



**EXHIBIT B**

**DEPICTION OF PROPERTY SUBJECT TO THE PAD AMENDMENT**



Ordinance No. 2023-03  
RFLS # 8701  
Rev 02/23

## ORDINANCE # 2023-03

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A MAJOR PLANNED AREA DEVELOPMENT (PAD) AMENDMENT TO THE ASANTE PAD TO CHANGE THE LAND USE AND DEVELOPMENT STANDARDS FOR APPROXIMATELY 101 GROSS ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF 163<sup>RD</sup> AVENUE AND PAT TILLMAN BOULEVARD.**

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**WHEREAS**, the subject site is zoned Asante PAD pursuant to PAD04-124 approved on November 24, 2004;

**WHEREAS**, the proposed use of the subject site requires modification of the applicable zoning regulations;

**WHEREAS**, this PAD amendment is in harmony with the purposes and intent of the Asante PAD, the zoning ordinance, and the Surprise General Plan; and

**WHEREAS**, on February 16, 2023, the Planning and Zoning Commission recommended approval of the subject Asante PAD amendment.

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

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- a. Development and use of the site shall be consistent with the rezone narrative entitled “Asante Trails”, prepared by Withey Morris, PLC, dated January 13, 2023.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.
- c. The residential area shall be capped at a total of 475 dwelling units.



- d. Commercial development shall be built concurrently with the residential development.

**Section 2.** *Codification.* This Ordinance is not of a general nature and shall not be codified.

**Section 3.** *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

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**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Skip Hall, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Sherry Aguilar, City Clerk

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Robert Wingo, City Attorney

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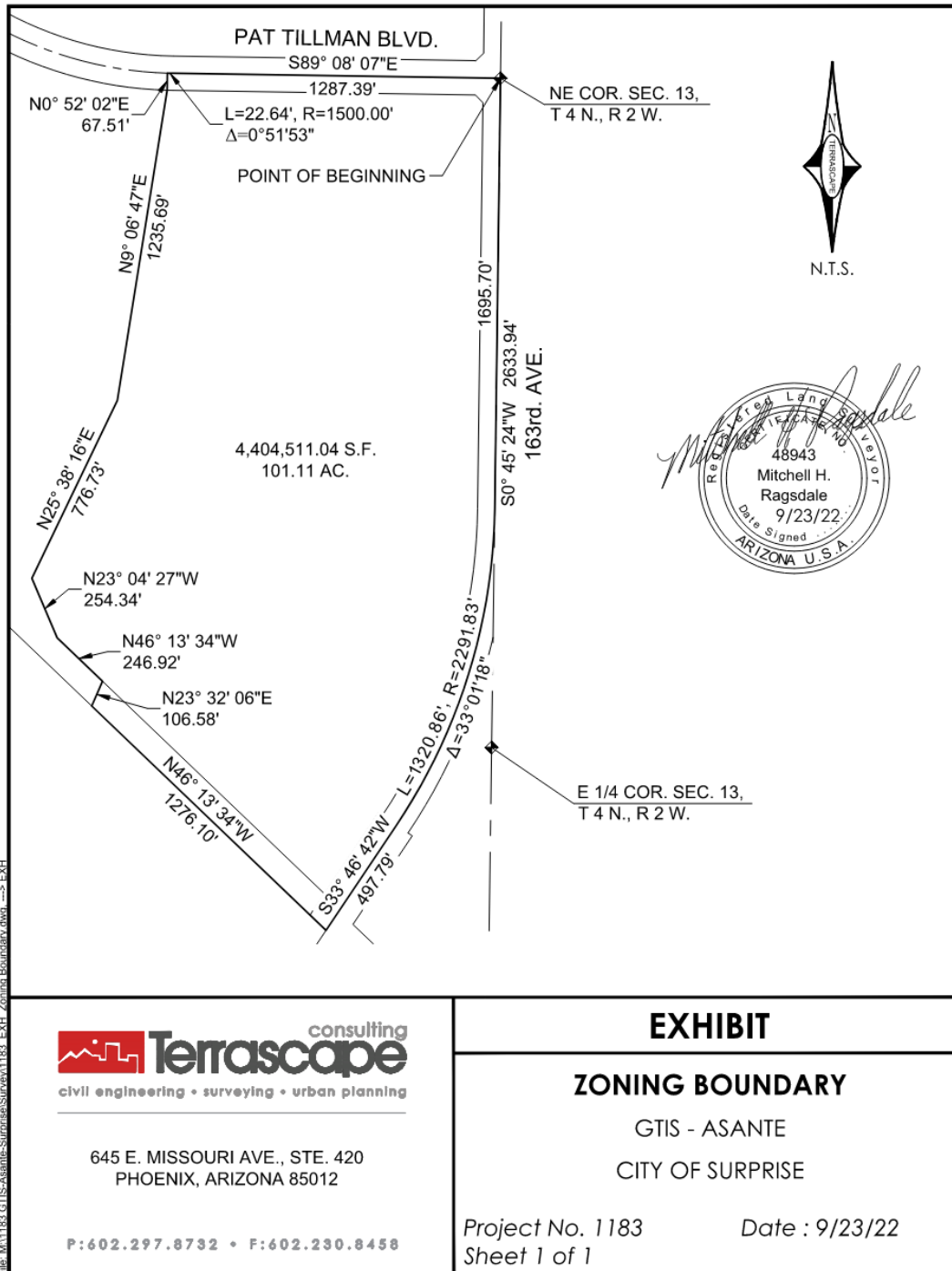
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Containing 4,404,511.04 square feet or 101.11 acres, more or less.



### EXHIBIT B

# DEPICTION OF PROPERTY SUBJECT TO THE PAD AMENDMENT



Ordinance No. 2023-03  
RFLS # 8701  
Rev 02/23



## ORDINANCE # 2023-03

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**WHEREAS**, this PAD amendment is in harmony with the purposes and intent of the Asante PAD, the zoning ordinance, and the Surprise General Plan; and

**WHEREAS**, on February 16, 2023, the Planning and Zoning Commission ("P & Z") recommended approval of the subject Asante PAD amendment subject to certain stipulations.

**WHEREAS**, following the February 16, 2023, Planning and Zoning Commission meeting, the applicant made additional changes to its application to address the comments of the P & Z, resulting in stipulation e.

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

**Section 1.** *Major PAD Amendment.* The "Asante PAD" is herewith amended to reflect the development changes subject to the following stipulations:

- a. Development and use of the site shall be consistent with the PAD Amendment document entitled "Asante Trails", prepared by Withey Morris, PLC and dated June 2023, as revised pursuant to stipulation 'e'.

- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.
- c. The residential area shall be capped at a total of 282 dwelling units.
- d. Commercial development shall commence prior to the first Certificate of Occupancy of the residential component. Commercial development shall include 1) the installation of the commercial entrance road on Pat Tillman Parkway, 2) the installation of the commercial entrance road at Driveway B on 163<sup>rd</sup> Avenue, and 3) the installation of the remaining commercial access aprons, decel lanes and median modification along 163<sup>rd</sup> as approved by the City Transportation Department.
- e. The applicant shall submit a revised PAD amendment document reflecting the approved changes within sixty (60) days of approval. The revised PAD amendment document shall, among other things, identify 15 gross acres as C-2 commercial use, 60.1 gross acres as C-3 commercial use, 26 gross acres as R-3 residential use, and remove all references to business park and/or flex or light industrial use development. If the applicant does not submit said revised PAD amendment document within the specified time, this Ordinance shall be deemed null and void.

**Section 2.** *Codification.* This Ordinance is not of a general nature and shall not be codified.

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**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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Skip Hall, Mayor

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Attest:

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Approved as to form:

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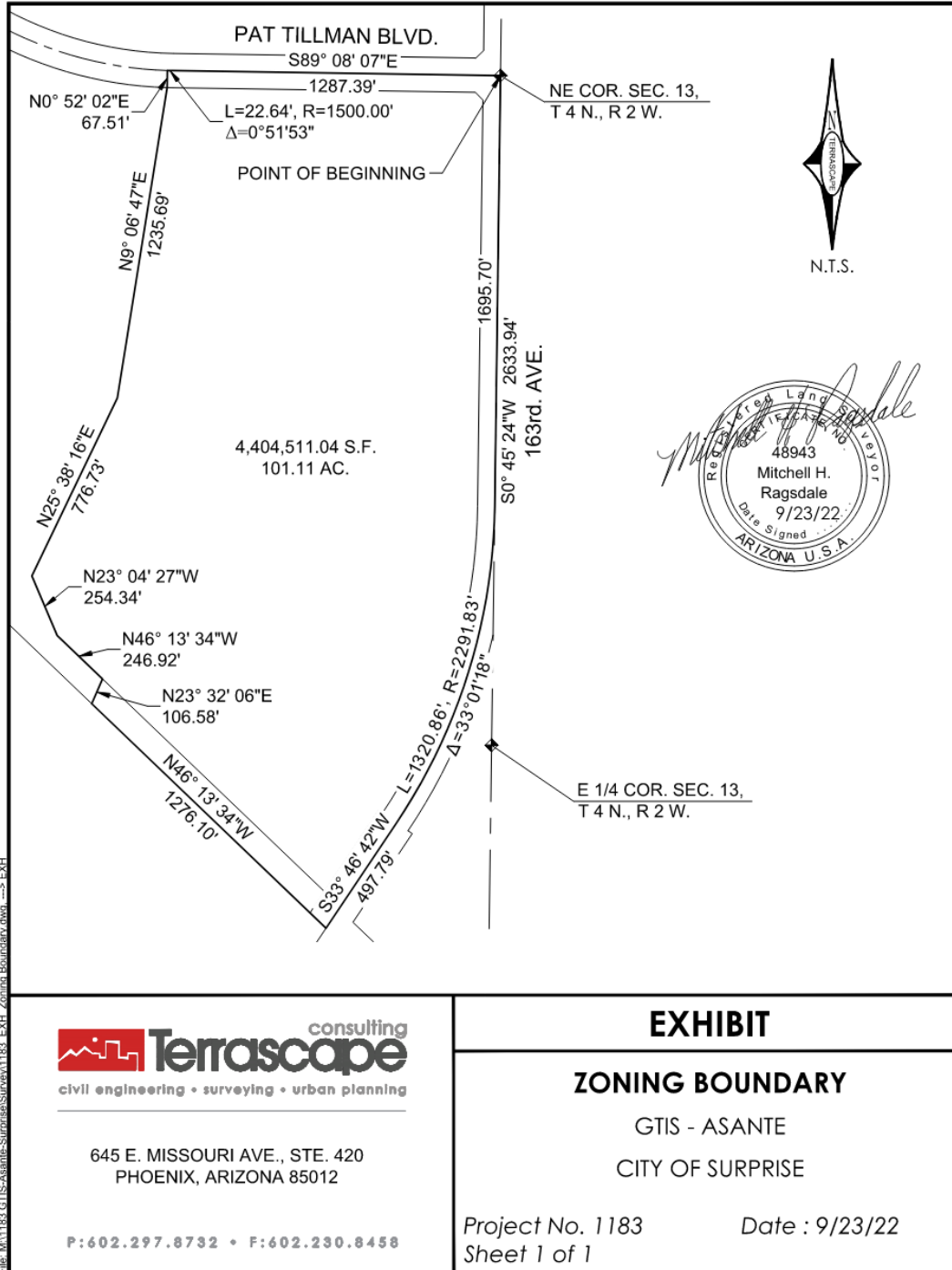
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# EXHIBIT B

## DEPICTION OF PROPERTY SUBJECT TO THE PAD AMENDMENT



Ordinance No. 2023-03  
RFLS # 8701  
Rev 07/23

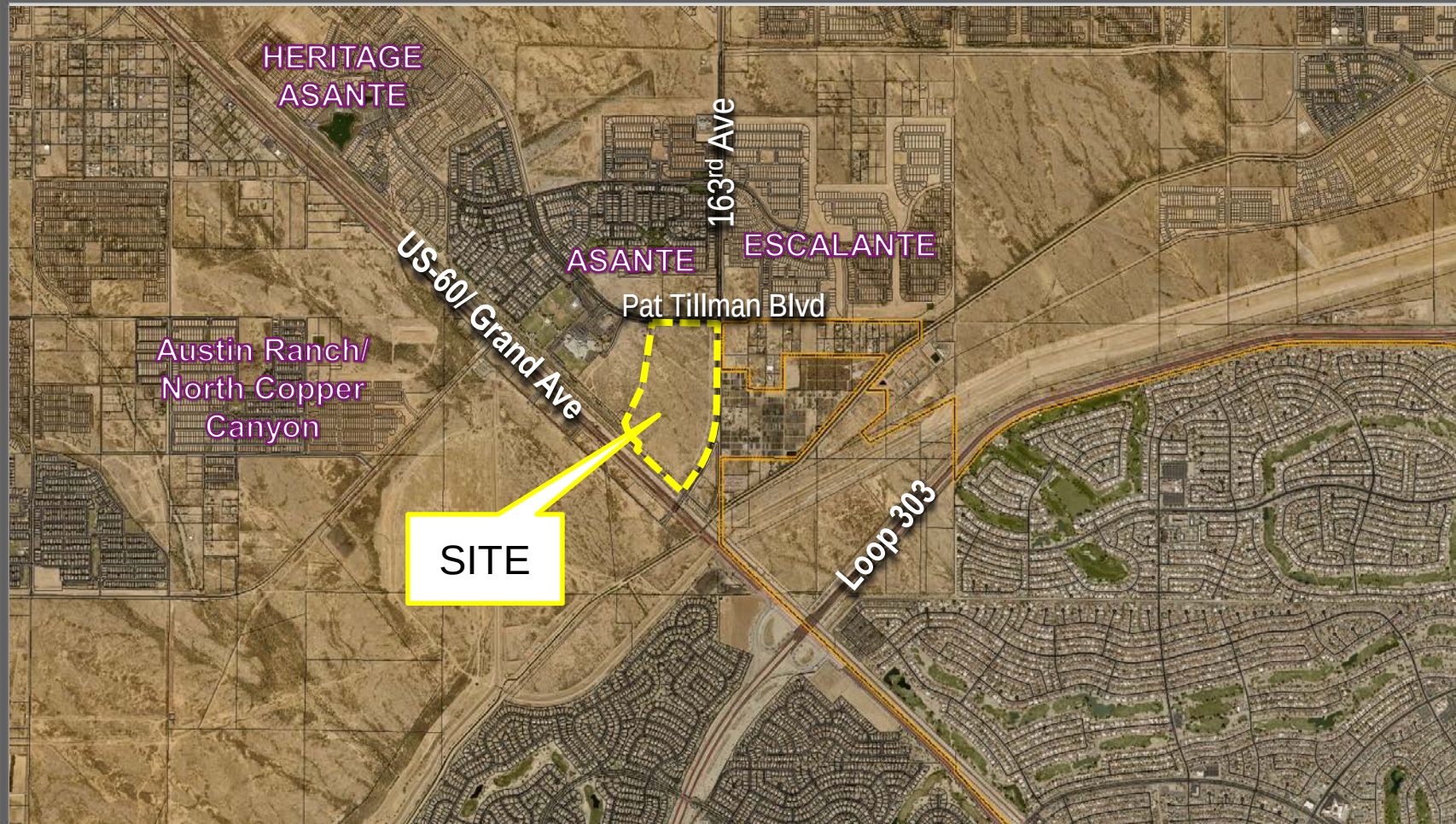


# **FS22-0517**

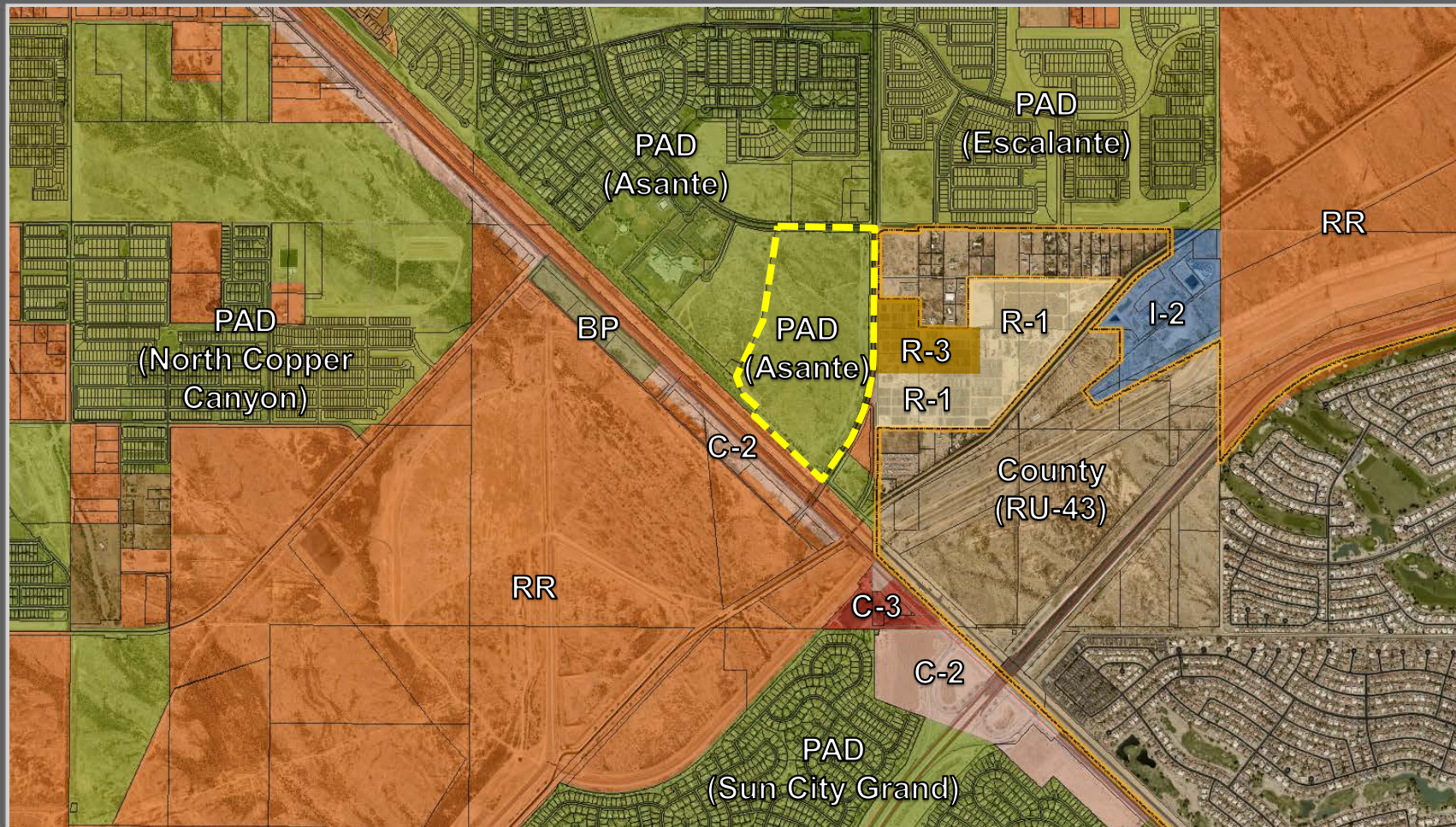
## **Asante Major PAD Amendment**

City Council  
August 15, 2023

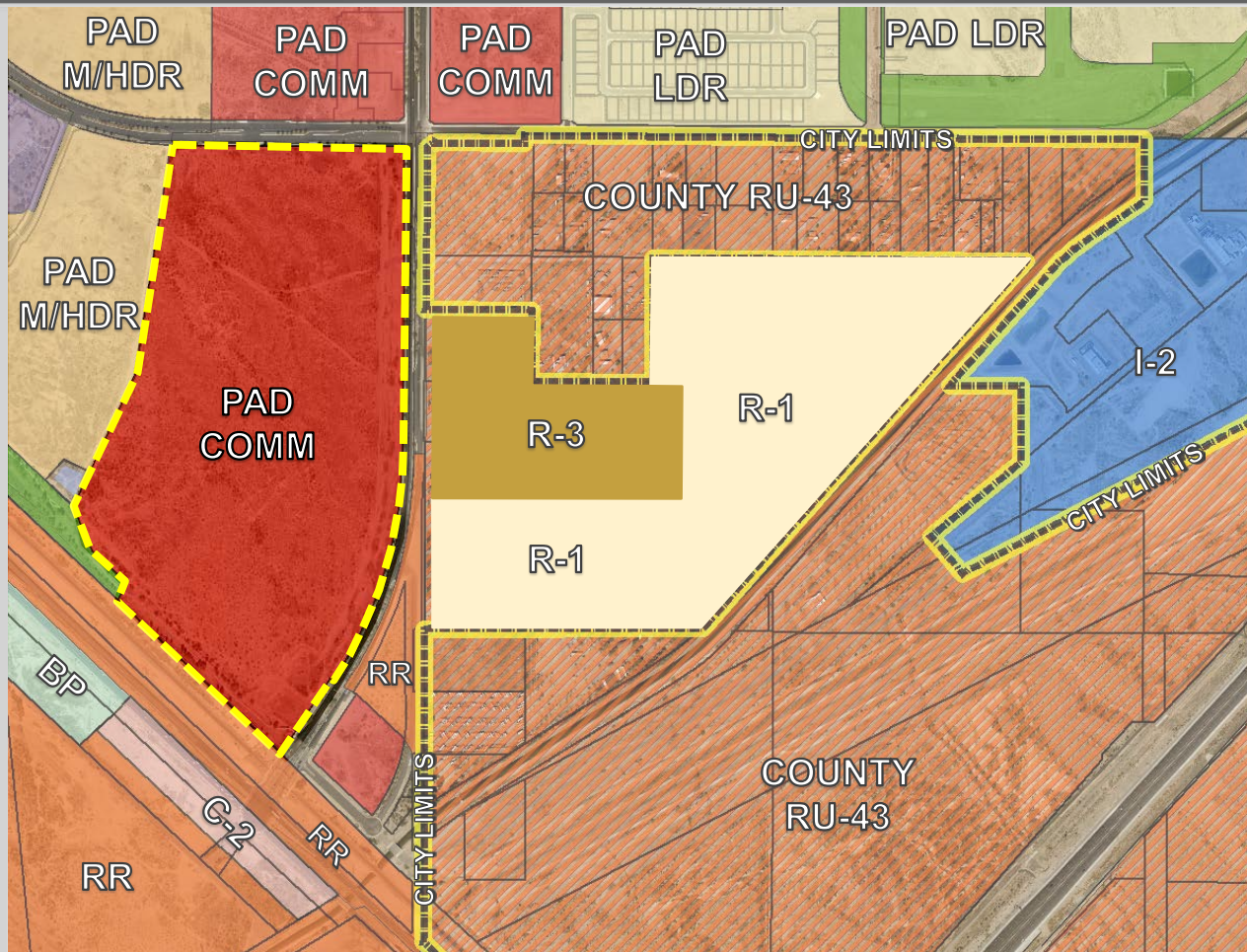










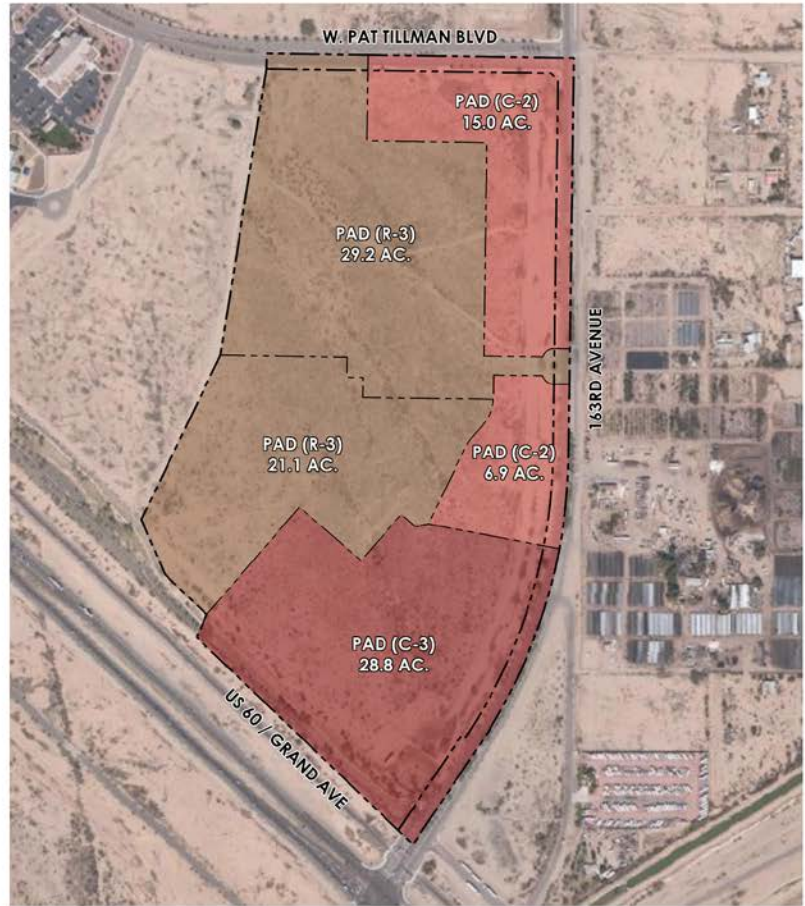


# EXISTING LAND USE





**EXISTING ZONING DISTRICT**

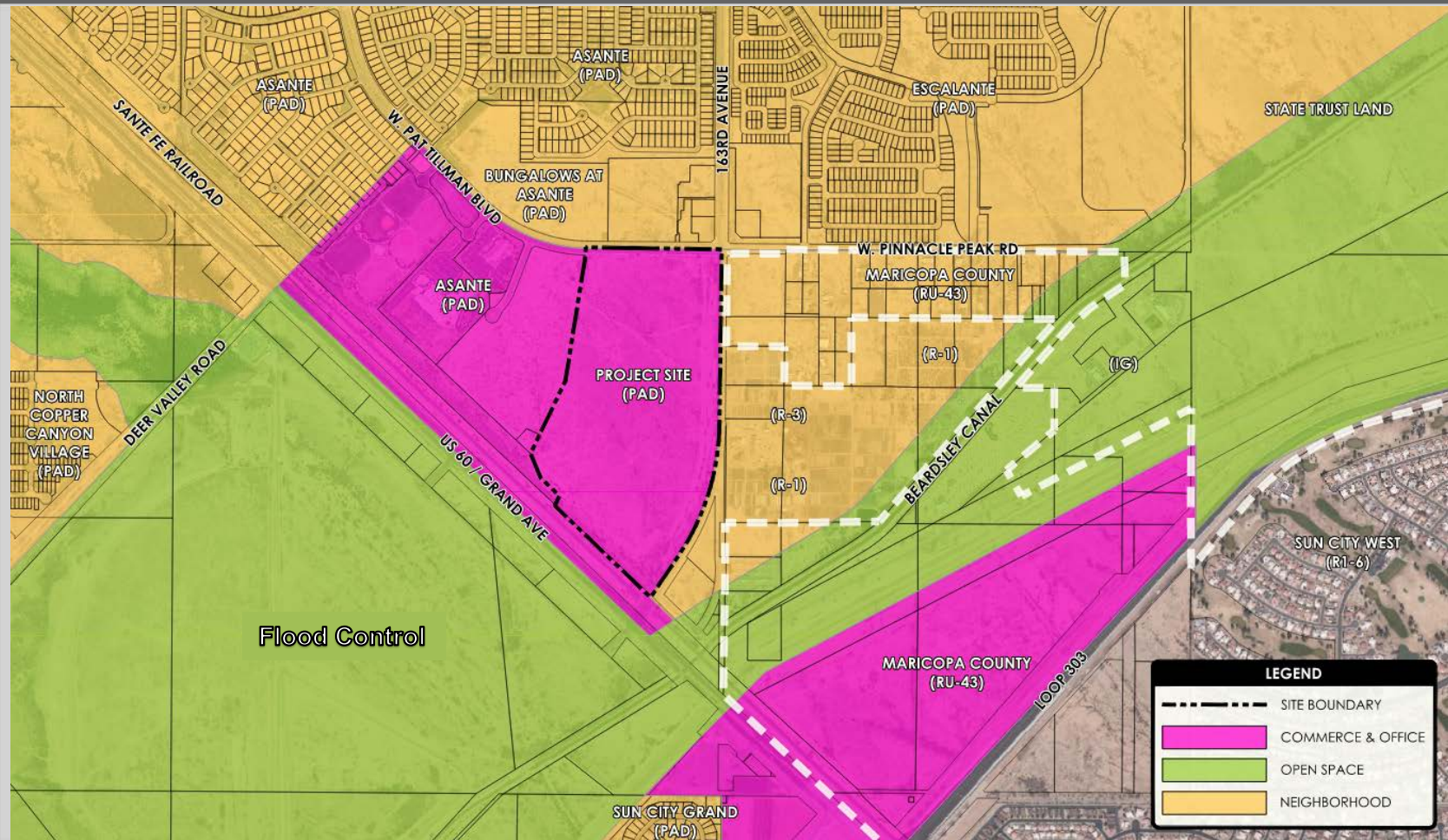


**PROPOSED ZONING DISTRICTS**





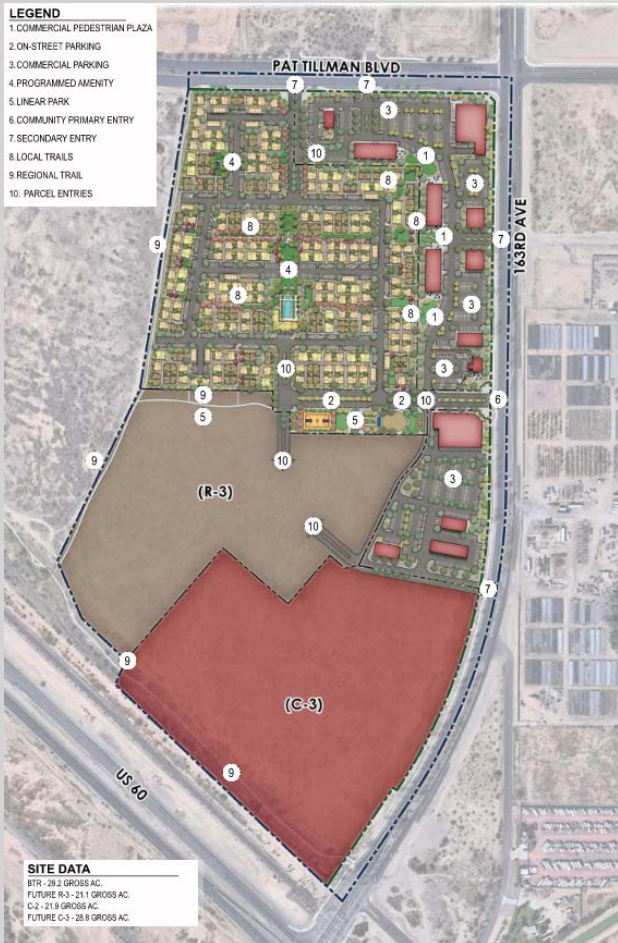




# GENERAL PLAN LAND USE



- LEGEND**
1. COMMERCIAL PEDESTRIAN PLAZA
  2. ON-STREET PARKING
  3. COMMERCIAL PARKING
  4. PROGRAMMED AMENITY
  5. LINEAR PARK
  6. COMMUNITY PRIMARY ENTRY
  7. SECONDARY ENTRY
  8. LOCAL TRAILS
  9. REGIONAL TRAIL
  10. PARCEL ENTRIES



**SITE DATA**  
 BTR - 29.2 GROSS AC.  
 FUTURE R-3 - 21.1 GROSS AC.  
 C-2 - 21.9 GROSS AC.  
 FUTURE C-3 - 28.8 GROSS AC.

- LEGEND**
1. COMMERCIAL PEDESTRIAN PLAZA
  2. COMMERCIAL PARKING
  3. COMMUNITY PRIMARY ENTRY
  4. COMMUNITY SECONDARY ENTRY
  5. COMMERCIAL ENTRY
  6. PEDESTRIAN TRAIL
  7. NEIGHBORHOOD AMENITY
  8. NEIGHBORHOOD ENTRY
  9. LINEAR PARK
  10. ON-STREET PARKING



# CONCEPTUAL SITE PLAN



A - NEIGHBORHOOD COMMERCIAL PLAZAS



B - CONNECTED PEDESTRIAN TRAIL SYSTEM



D - NEIGHBORHOOD CHARACTER



C - NEIGHBORHOOD OPEN SPACE

# CONCEPTUAL OPEN SPACE





# OUTREACH

## Neighborhood Meetings: June 28<sup>th</sup> & 29<sup>th</sup>, 2022

- Concerns:
  - Traffic
  - Loss of commercial land
  - Prospective commercial uses
  - Parking
  - Construction timing
  - Housing

\*The applicant held voluntary follow-up neighborhood meetings to present the revised plan to the community on January 10<sup>th</sup> & 11<sup>th</sup>, 2023

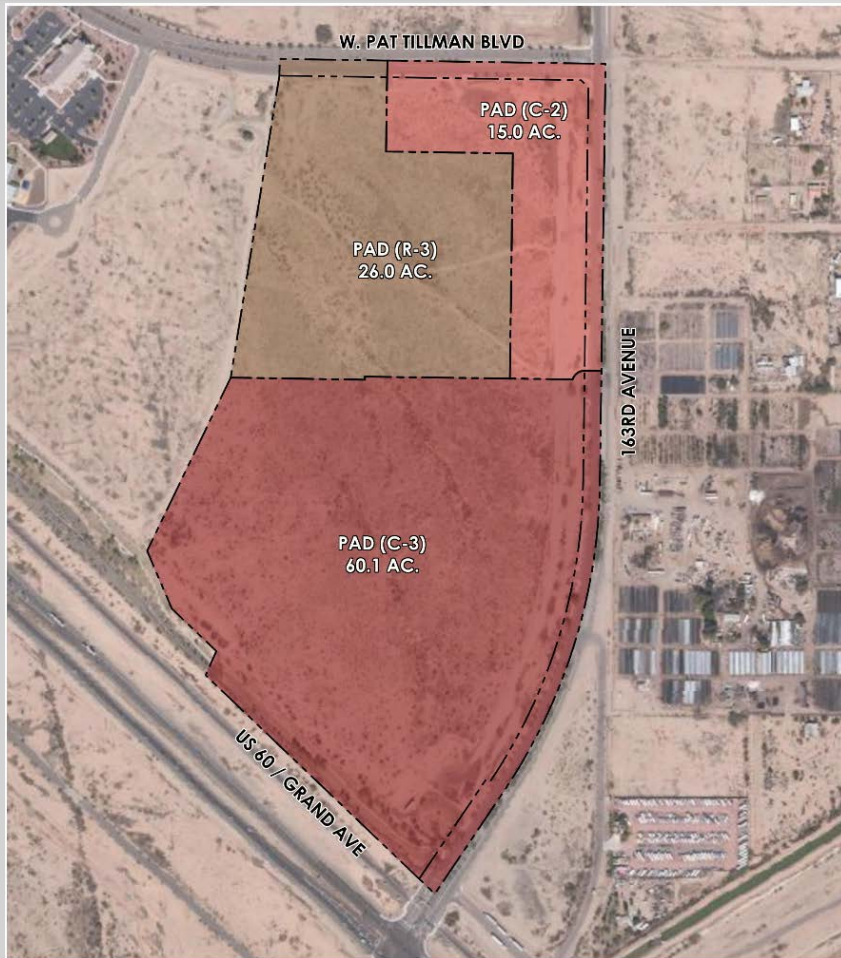




# RECOMMENDATION

Commission recommended **approval** subject to stipulations 'a' through 'd'

- a. Development and use of the site shall be consistent with the rezone narrative entitled "Asante Trails", prepared by Withey Morris, PLC, dated January 13, 2023.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.
- c. The residential area shall be capped at a total of 475 dwelling units.
- d. Commercial development shall be built concurrently with the residential development.



REVISED PLAN



# POSSIBLE MOTIONS

- Approval of Ordinance #2023-03 Alternative 1
  - Stipulations 'a' and 'b'
  - Original Proposal
- Approval of Ordinance #2023-03 Alternative 2
  - Stipulations 'a' through 'd'
  - Commission Recommendation
- Approval of Ordinance #2023-03 Alternative 3
  - Revised request
  - Stipulations 'a' through 'e'
- Denial of Ordinance #2023-03





**SURPRISE**  
ARIZONA

# QUESTIONS OR COMMENTS?

Thank You



**CITY OF SURPRISE**  
**Regular City Council Meeting**

Council Meeting Date: August 15, 2023

Contact Person: Donna Meuse, Human Resources  
Director

Submitting Department: Human Resources

District: Internal

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

**Agenda Wording:**

Consideration and action to recess into executive session to discuss and consider end of year personnel evaluations and Fiscal Year 2024 goals for the City Manager, City Clerk, City Auditor, and City Attorney pursuant to A.R.S. 38-431.03 (A)(1).

**Motion:**

I move to recess into executive session for the purpose noticed.

**Background:**

**Objective Analysis:**

**Policy Compliant:**

**Financial Impact:**

**Budget Impact:**

**FTE Impact:**

**ATTACHMENTS:**