



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

Tuesday, December 5, 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. You may also [fill out the Call to the Public form online](#). If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

- | | | | |
|----|----------|---|---------------------------------|
| 1. | Internal | Consideration and action to approve the November 21, 2023 City Council Work Session Minutes, Regular City Council Meeting Minutes. | Kristi Passarelli
City Clerk |
| 2. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 budget by moving budget authority from contingency in the amount of | Benny Pina
Police |

\$279,464 within the Grants Fund and authorizing acceptance of seven (7) grant awards from the Arizona Governor's Office of Highway Safety (GOHS) to support impaired driving enforcement overtime, education, travel, materials, and supplies and approving the Grant Agreements; Resolution #2023-168.

- | | | | |
|----|------------|---|---|
| 3. | District 5 | Consideration and action pertaining to approval of a Quit Claim Deed to Brightland Homes of Arizona, LLC, for the purpose of releasing certain deed restrictions on a seven acre property located near Bell and Litchfield Roads. | Lloyd Abrams
Community
Development |
| 4. | District 5 | Consideration and action pertaining to approval of the Final Plat entitled, "Gehan At Surprise Center" date received October 2, 2023, located at the southwest corner of Luke Parkway and Litchfield Road; Case FS22-1295. | Chris Sexton
Community
Development |
| 5. | District 3 | Consideration and action pertaining to approval of the Final Plat entitled "Replat Sycamore Farms Towne Center" and dated November 17, 2023, a property located at the southeast corner of Cactus Road and Loop 303; Case FS23-0333. | Jani Wertin
Community
Development |
| 6. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2023 budget by moving budget authority between funds, projects, inter-fund cash transfers, and loans in order to close out the Fiscal Year; Resolution #2023-177. | Andrea Davis
Finance |
| 7. | Citywide | Consideration and action to approve an amendment to the Fiscal Year 2024 budget moving budget authority within grant and capital projects to/from contingency or between projects to adjust amounts originally estimated during the FY2023 budget process, as required by grant stipulations and guidelines, or based on anticipated revenues and amending the FY2024 Contract Awarding Authority List; Resolution #2023-178. | Jennifer Medina
Finance |
| 8. | Citywide | Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 budget by moving budget authority of \$827,400 from Contingency within the Water Utility Capital Fund and \$1,172,900 from project P71390 within the Water Resources Dev Fee 2020 fund to project P71390 Rancho Mercado Well No.2 within the Water System SPA 2 Dev Fee 2014 Law Fund; Resolution 2023-164. | Michael Boule
Water Resource
Management |

REGULAR AGENDA ITEM - PUBLIC HEARING:

- | | | | |
|----|------------|--|--|
| 9. | District 4 | Consideration and action pertaining to approval of a residential density transfer, pursuant to Section 104-1.11 of the City of Surprise Municipal Code, for the Heritage Senior Apartments, generally located on the northeast corner of Nash Street and Santa Fe Boulevard; Ordinance #2023-31. | Seth Dyson
Community
Development |
|----|------------|--|--|

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

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|-----|------------|--|---|
| 10. | District 4 | Consideration and action pertaining to approval of a Ground Lease Agreement between the City of Surprise and the Housing Authority of Maricopa County (HAMC) | Seth Dyson
Human Svcs and
Comm Vitality |
|-----|------------|--|---|

- in support of the Heritage affordable Senior housing development; Resolution # 2023-35.
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|-----|------------|--|---|
| 11. | District 4 | Consideration and action pertaining to approval of a Subaward/Funding Agreement between the City of Surprise and the Housing Authority of Maricopa County (HAMC) in support of the Heritage at Surprise Affordable Senior Housing Development; Resolution #2023-179. | Seth Dyson
Human Svcs and
Comm Vitality |
| 12. | District 4 | Consideration and action pertaining to approval of the form of the shared parking agreement between the City of Surprise and the Housing Authority of Maricopa County (HAMC) for affordable senior housing in Surprise; Resolution #2023-180. | Seth Dyson
Human Svcs and
Comm Vitality |
| 13. | District 4 | Consideration and action pertaining to approval of the Declaration of Restrictions for the real property being leased for an affordable senior housing project in Surprise; Resolution #2023-181. | Seth Dyson
Human Svcs and
Comm Vitality |
| 14. | Citywide | Consideration and action pertaining to approval of the 2024 Legislative Agenda. | Jodi Tas
City Manager Office |
| 15. | Citywide | Consideration and action pertaining to an amendment to Surprise Municipal Code establishing a maximum dollar amount for individual job orders under the job order contracting delivery method; Ordinance #2023-27. | Robert Wingo
Legal |
- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session
- | | | | |
|----|----------|--|-----------------------|
| 1. | Citywide | Consideration and action to recess into executive session for discussion and consultation with the city attorney for legal advice and to consider the city council's position and instruct the city attorney pertaining to water storage matters pursuant to A.R.S. 38-431.03A.3. and 4. | Robert Wingo
Legal |
|----|----------|--|-----------------------|

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

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

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

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

L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, November 30th, 2023 @ 10:00 AM

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 5, 2023
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 5, 2023
Submitting Department: City Clerk
Staff Recommendations: None

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Agenda Wording:

Consideration and action to approve the November 21, 2023 City Council Work Session Minutes, Regular City Council Meeting Minutes.

Motion:

I move to approve the November 21, 2023 City Council Work Session Minutes, Regular Council Meeting Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 112123 City Council Work Session Minutes
 2. 112123 City Council Regular Meeting Minutes
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CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, November 21, 2023 @ 4:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular Council Work Session of November 21, 2023 to order at 4:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call

In attendance with Mayor Hall were Vice-Mayor Chris Judd, Councilmembers Nick Haney, Alyson Cline, Patrick Duffy, and Jack Hastings. Councilmember Ken Remley was excused.

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance

D. Proclamation and Community Acknowledgements

E. City Manager Report

F. City Clerk Report

G. Call To The Public

H. Regular City Council Work Session Agenda

1. CONSENT AGENDA:

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

1. Presentation and discussion pertaining to an Annual Luke Air Force Base Update.

Jodi Tas came to talk about this item. She introduced General Jason Rueschloff. The General gave an update regarding Luke Air Force Base. He talked about how the pilots train for combat, and gave a briefing about the geopolitical situation and how that impacts Luke Air Force Base. He talked about the international partners that train at the base. He gave an update about F-16's and the shift to F-35 training. He talked about economic impact of the base locally. He gave an updated about the Decentralized Fellowship, and Spark Cell program. He gave an updated about Luke Days returning in March 2024. He talked about the Fighter Country Foundation.

Mayor Hall thanked the General for the work they do at the base. Mayor Hall talked about the work to support the pilots and aircraft.

2. Presentation and discussion by the Maricopa Association of Governments (MAG) regarding housing market and economic development trends.

Jodi Tas, came to present this item. She introduced Anubhav Bagley. He talked about the Regional Economic and Housing Trends. He talked about the growth of Maricopa County, Unemployment, Inflation Rate, Cost of Living, Diversifying Economy.

Vice-Mayor Judd, asked what's driving the cost of living? Anubhav said it was the housing price, and cost of gas. Vice-Mayor Judd asked if it was reasonable that if the housing price went down then the cost would decrease, Anubhav agreed.

Anubhav talked about the total employment within Surprise, the percentage of people living outside of Surprise.

Councilmember Cline, asked about the number of people working outside the city and what job categories are driving people out of the City. Anubhav said he would do research and follow up.

Anubhav further presented Residential Completions, Phoenix Sale Transactions for housing, Median Sale Price.

Vice-Mayor Chris Judd said that there is less houses and less offers? Anubhav said that is correct.

Anubhav talked about the Availability of Apartment Units.

Mayor Hall asked about the Housing units, he asked if it was for finished units or if it counted units under construction? Anubhav said it only counted completed units.

Anubhav showed information about Apartment Rent, Multifamily Vacancy Rate and units, Single Family Rental Complexes, Short-Term Rentals, Institutional Buyers.

Councilmember Cline, asked about single family rental complexes, and asked if Christopher Todd cottage homes would be an example? Anubhav said that would be a good example. She talked about the demographics who use these type of rentals.

Anubhav talked about the Percentage of Investor Owned Properties, Housing Affordability, Household Income, Cost-Burden Households.

Vice-Mayor Judd asked about rent and if it included utilities? Anubhav said it was everything.

Councilmember Cline, asked about the cost of properties and institutional buyers, and if it was the reason for the corrective behavior with the cost of housing? Anubhav talked about the history of housing and how that has impacted everything. He talked about how Covid impacted housing within the Valley. She talked about how difference factors combined to impact the cost of living. Anubhav said the largest percentage of cost burden homes is actually in apartments.

Anubhav talked about the Increase of Residential Units Permits, Long-Term Housing Development Pipeline,

Vice-Mayor Judd asked about active and platted, and if they were excluded previously platted? Anubhav said it was and did not include "zombie" sub-divisions.

Anubhav talked about the health of the local economy, and gave the takeaways from the presentation.

3. Presentation and discussion pertaining to Traffic Warrants.

Eric Boyles, Transportation Director, came to present this item. He talked about City Development Standards, Other Standards, Traffic Warrants, Traffic Signals, Pedestrian Crosswalks.

Councilmember Duffy, asked about the warrant criteria and how many are needed to get the stop light? Eric said it just depends on traffic and the volume warrant and a combination of multiple things including location and use.

Vice-Mayor Judd, asked about crosswalk options? And how to deal with schools that have high children pedestrian traffic. Eric said they could use variable speed limits, or flashing beacons, or other tools they could use. He said they are looking at Cholla and Reems.

Eric talked about Pedestrian Hybrid Beacon Crossings or “Hawks” and what is involved for implementing these units. He further talked about School Zones and Crossings.

Councilmember Duffy, said there were four intersections in mind when he ask for this topic. He said that the City should take action for certain areas and that the City should stay ahead development. Eric said that stop lights help with congestion but doesn't necessarily make it safer for pedestrians, but said they have tools to address these situations. Mayor Hall asked if the City got safe school funding from MAG, Eric said we had and would further look into it.

Councilmember Haney, asked about location identification and what about installing a four way stop until a light is put in? Eric said more than likely it already is, but they would look at specific examples. Councilmember Haney, asked about signal timing to install them, Eric talked about how signals have become a priority, and the availability of them. Councilmember Haney, asked about scheduled signals for 163rd avenue and if it would impact traffic negatively? Eric talked about how they coordinate the signals to make sure the traffic flows.

4. Presentation and discussion pertaining to the draft Land Use Assumptions (LUA), Infrastructure Improvements Plan (IIP) and Development Impact Fees.

Andrea Davis, Chief Financial Officer, came to present this item. She talked about the Development Impact Fees, Ground Rules, Land Use Assumptions, Levels of Service, Limitations, Adoption Process, Project Timeline, Fee Categories, Street Fee Overview, Street Overview.

Mayor Hall asked about the Cactus and Cotton intersection, and if any development along Cactus would pay into the traffic signal? Andrea said that was correct.

Andrea talked about the Proposed Fee Comparison, Resource Fees, Project Timeline, & Stakeholder Meetings.

Councilmember Cline, talked about developers paying fees for their developments and that it's important for residents to understand how this works. She asked how we compare to Cities around us? Andrea said she can compare to other Cities in the upcoming weeks, and she will return with a comparison.

- I. Other Business and Future Agenda Items
- J. City Council Reports
- K. Executive Session
1. Executive Disclaimer - Part 1
- L. Adjournment

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

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

Abstain: None

Vote Result: Passed

Meeting Adjourned at 5:53 PM

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, November 21, 2023.**

Kristi Passarelli, City Clerk



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

Tuesday, November 21, 2023 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular Council Meeting of November 21, 2023 to order at 6:12 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Pastor John Rysdyk gave an invocation.

B. Roll Call

In attendance with Mayor Hall were Vice-Mayor Chris Judd, Councilmembers Nick Haney, Alyson Cline, Patrick Duffy, and Jack Hastings. Councilmember Ken Remley was excused.

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

1. Proclamation for Small Business Saturday

Mayor Hall proclaimed that it was Small Business Saturday November 25, 2023. He presented the proclamation to CJ Johnson.

E. City Manager Report

City Manager Bob Wigenroth, thanked the City Staff for their contribution and leaderships during the holiday season.

1. Reports

F. City Clerk Report

1. Election Update

City Clerk, Kristi Passarelli, gave an update and figures about the Bond Election.

G. Call To The Public

H. Regular City Council Meeting Agenda

1. CONSENT AGENDA:

Item 6 was pulled by Councilmember Duffy

Motion: To Approve (Minus Item 6)

Initiated By: Chris Judd

Seconded By: Aly Cline

Yes: Aly Cline, Jack Hastings, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

1. Consideration and action to approve the November 6, 2023 City Council Workshop Minutes, Regular City Council Meeting Minutes, and Executive Session Minutes.
2. Consideration and action to approve City Council Meeting dates for 2024.
3. Consideration and action to approve Resolution No. 2023-167; A Resolution canvassing the November 7, 2023 Special Election Results.
4. Consideration and action pertaining to approval of the Final Plat entitled, “Asante Trails” a property generally located at the southwest corner of Pat Tillman Blvd and 163rd Avenue; Case FS23-0058.
5. Consideration and action pertaining to approval of the Final Plat entitled, “Toll at Prasada, Unit R – Phase 3” and dated September 11, 2023, a property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS23-0325.
6. Consideration and action pertaining to approval of the Final Plat entitled, “Toll at Prasada Unit J Lots 2114, 2115, 2116, 2117, 2118, 2119, 2120 & Tract J-E” and dated October 10, 2023, a property generally located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS23-0689.

Motion: To Continue

Initiated By: Patrick Duffy

Seconded By: Chris Judd

Yes: Aly Cline, Jack Hastings, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

7. Consideration and action pertaining to approval of the Final Plat entitled, “Rancho Mercado Parcel A9-A10”, located east of 147th Avenue, south of San Ysidro Road, and north of Beardsley Canal; Case FS23-0583.
8. Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 budget by moving budget authority in the amount of \$4,200 from General Contingency to the Victims' Rights Program (VRP) for acceptance of the grant; Resolution # 2023-171.
9. Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment by moving budget authority of \$248,300 within the Sewer Utility Capital Fund from Contingency to Project A71020 Asset Replacement Machinery and Equipment; Resolution #2023-165.
10. Consideration and action pertaining to participation in the proposed settlements reached with defendants 3M and DuPont in the *In Re: Aqueous Film-Forming Foams Products Liability Litigation* captioned lawsuit pending in the multi-district litigation in the United States District Court of South Carolina.

11. Consideration and action authorizing submission of the *Request for Waiver* from the requirement of posting the statutory deposit to the Industrial Commission of Arizona.

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

12. Consideration and action pertaining to an application for the Original Townsite Incentive Program to pay for building permit and building plan review fees in the amount of \$963.60 relating to the construction of improvements to Sweet Pea Kids Preschool & Child Care, generally located at the northwest corner of El Mirage Rd. and Greenway Rd; Case FS23-0691.

Trever FLeetham, came to talk about this application.

Motion: To Approve
Initiated By: Chris Judd
Seconded By: Patrick Duffy

Yes: None
No: None
Abstain: None

Vote Result: Passed

13. Consideration and action pertaining to a Zoning Text Amendment (ZTA) to the Surprise Land Development Ordinance (LDO) to revise definitions and standards related to Residential Healthcare Facilities; Ordinance #2023-20.

Tanner Wessel came to talk about this rezoning.

Motion: To Approve
Initiated By: Jack Hastings
Seconded By: Aly Cline

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

Vote Result: Passed

14. Consideration and action pertaining to the rezone of approximately 69.32 acres, generally located south of Deer Valley Road along both the west and east sides of 185th Avenue, from Light Industrial (I-1), General Industrial (I-2), Neighborhood Commercial (C-1), and Regional Commercial (C-3) to General Industrial (I-2); Ordinance #2023-30.

Tanner also talked about this rezoning case.

Mayor Hall asked what the intended use of the site was? The Developer Kurt Jones, said they were looking to market the area for a single user.

Vote Result: Motion: To Approve
Initiated By: Nick Haney
Seconded By: Chris Judd

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

Abstain: None

Vote Result: Passed

15. Consideration and action pertaining to a rezone of approximately 3.21 acres, generally located south of the southwest corner of Bell Road and Sarival Avenue, from Rural Residential (RR) to Residential High Density (R-3); Ordinance #2023-29.

Chris Sexton, came to talk about this item.

Mayor Hall how many stories the buildings would be? Chris said this is still conceptual. The Developer, Kent Baker, said they were planning 2 stories. Mayor Hall asked if it was for sale or rent? Kent said it was for rent.

Motion: To Approve

Initiated By: Jack Hastings

Seconded By: Nick Haney

Yes: Aly Cline, Jack Hastings, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

16. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 262531, requested by Charlandra Coreen Thompson, for ATL Wings for Series 12 Liquor License. ATL Wings is located at 13732 W Bell Road #2, Surprise, AZ 85374.

Motion: To Approve

Initiated By: Aly Cline

Seconded By: Chris Judd

Yes: Aly Cline, Jack Hastings, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

17. Consideration and action amending the Fiscal Year 2024 budget by moving authority in the amount of \$735,000 from general contingency to the Municipal Arts Fund for artwork acquisition, maintenance, and administration; Resolution #2023-119.

Julie Akerly, came to present this item. She talked about Public Engagement, Public Art Priorities, Locations, FY24 Percent for Art Plan, FY24 Budget Amendment,

Mayor Hall, thanked staff for the update.

Councilmember Cline, said that she liked the traffic cabinet ideas. She also wanted to know the scale of the upcoming art project? Julie said it would be something that people can gather around. She asked when the design would be completed to proceed for asking artist? Julie said they would be approaching that stage soon around Spring time 2024.

Councilmember Hastings, asked about moving the funds versus spending the money? Julie said it was being moved.

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

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

Vote Result: Passed

18. Consideration and action pertaining to approval of the Visara Development Agreement between the City of Surprise, Leavitt CAP Caballo, LLC and Gerald L. Schneerer and Linda M. Schneerer, Trustees or their Successors, of the Gerald L. Schneerer and Linda M. Schneerer Living Trust; Resolution #2023-172.

Lloyd Abrams came to present this item. He showed a location map. He talked about the Buy-In Fee Area, Water Lines, Wastewater Improvements, and the City Responsibilities.

Vice-Mayor Judd, said he was glad we could work with the developers.

Councilmember Haney, asked what would happen if nothing happens? Lloyd said that they would have a 10 year extension and after that it would go away. Councilmember Haney thanked staff for the forward planning.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Chris Judd

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

Vote Result: Passed

19. Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) between the City of Surprise and the Arizona Department of Revenue for Transaction Privilege Tax Administration; Resolution #2023-173.

Andrea Davis, Chief Financial Officer, came to present this item. She talked about the IGA requirement for sales tax, and Major Changes.

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

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

Vote Result: Passed

20. Presentation and discussion pertaining to completed City Auditor Department reports.

City Auditor, Carol Holley, came to present this item. She gave a Summary of Audit Findings. She further talked about Audit Recommendation, Status of Audit Recommendations.

Councilmember Cline, thanked staff for her work.

21. Consideration and action to update the City Council Strategic Plan.

Eric Fitzer came to present this item. He talked about the Strategic Plan, Focus Points.

Vice-Mayor Judd, talked about how he feels he has input on this strategic plan, and thanked staff for their work.

Motion: To Approve

Initiated By: Jack Hastings

Seconded By: Nick Haney

Yes: Aly Cline, Jack Hastings, Patrick Duffy, Skip Hall, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

I. Other Business and Future Agenda Items

Councilmember Hastings, asked to look into the possibility of taking over the Vista? Seconded by Vice-Mayor Judd.

J. City Council Reports

Councilmember Haney, said his next community meeting is December 20th, at 6:00 PM but the location might move from Asante Library depending on attendance. He talked about his previous meeting. He talked about the transportation community meeting that occurred as well. He talked about what he was thankful for.

Councilmember Cline, talked about her community meetings and the staff involvement with those meetings. She said she has two meetings upcoming; Tuesday the 28th at the Cimarron center at 10:00 AM, and the 29th is a Welcome Back Parade at Happy Trails.

Vice-Mayor Judd, talked about the Vista and future possibilities regarding it. He talked about some previous meetings and sober living homes. He thanked residents for showing up to the rezoning meetings.

Councilmember Hastings, thanked residents for voting to approve the bond. He thanked Bob Wigenroth for his service.

Councilmember Duffy, talked about Paradise Honors football team advancing to the 3A state championship and the game is on Saturday. He said his next Meeting is Saturday December 2nd at Spencer's Place.

Mayor Hall, said Friday December 1st and Saturday 2nd will be the Annual Surprise Party.

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: None
Seconded By: None

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

Vote Result: Passed

Meeting Adjourned at 7:20 PM

Skip Hall, Mayor

ATTEST:

Kristi Passarelli, City Clerk

CERTIFICATION:

I, Kristi Passarelli, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, November 21, 2023.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 5, 2023
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 budget by moving budget authority from contingency in the amount of \$279,464 within the Grants Fund and authorizing acceptance of seven (7) grant awards from the Arizona Governor's Office of Highway Safety (GOHS) to support impaired driving enforcement overtime, education, travel, materials, and supplies and approving the Grant Agreements; Resolution #2023-168.

Motion:

I move to approve Resolution #2023-168.

Background:

The Surprise Police Department applied for FFY2024 grant funding from the Arizona Governor's Office of Highway Safety (GOHS) and was awarded the following seven (7) grants totaling \$279,464: 1) Accident Investigation OT, Travel, Materials and Supplies. 2) DUI Enforcement OT, Materials, Supplies and Capital Outlay. 3) Know Your Limit OT, Materials and Supplies. 4) Motorcycle Safety Awareness OT. 5) Occupant Protection Enforcement OT, Materials and Supplies. 6) Pedestrian and Bicycle Safety Enforcement OT, Materials and Supplies. 7) Select Traffic Enforcement (STEP) OT, Materials and Supplies.

Objective Analysis:

Acceptance of these seven (7) grants will produce many positive impacts to the community. DUI driving will be prosecuted and discouraged by traffic task force operations. Awareness programs will help support improved enforcement of impaired driving, speeding, distracted driving, bicycle pedestrian safety, seat belt usage, child safety seat usage, motorcycle safety, and citizen education regarding these matters. The one negative to obtaining any grant funding is the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:

This action is consistent with City and Council Policy. The City regularly partners with other government entities when it is beneficial to do so.

Financial Impact:

These seven (7) grants awards provide \$279,464 in overtime for DUI/impaired driving, speeding,

distracted driving enforcement, bicycle pedestrian safety, seat belt usage, child safety usage, motorcycle safety and citizen education throughout the City of Surprise. There is no city-match requirement.

Budget Impact:

The FY2024 adopted budget did not include appropriations for revenue and expenses related to the Governor's Office of Highway Safety (GOHS) seven (7) grant awards to the Police Department. Acceptance of these grants will require a reallocation of \$279,464 from Contingency within the Grants Fund as follows: \$38,109 will be reallocated from contingency to Project G31414; \$66,192 to Project G31269; \$30,000 to Project G31277; \$35,660 to Project G31395; \$31,500 to Project G31358; \$35,000 to Project G31326; and \$43,003 to Project G31316. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Res 2023-168 GOHSrevisedlegal110223
 2. 2024-PTS-065 Grant Agreement
 3. 2024-PTS-065 Signature Letter
 4. 2024-PS-011 Grant Agreement
 5. 2024-PS-011 Signature Letter
 6. 2024-MC-003 Grant Agreement
 7. 2024-MC-003 Signature Letter
 8. 2024-AL-038 Grant Agreement
 9. 2024-AL-038 Signature Letter
 10. 2024-AI-021 Grant Agreement
 11. 2024-AI-021 Signature Letter
 12. 2024-405d-040 Grant Agreement
 13. 2024-405d-040-Signature Letter
 14. 2024-405b-009 Grant Agreement
 15. 2024-405b-009 Signature Letter
-

RESOLUTION # 2023-168

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO SEVEN GRANT AGREEMENTS WITH THE STATE OF ARIZONA GOVERNORS' OFFICE OF HIGHWAY SAFETY TO ACCEPT GRANT FUNDING AND AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$279,464 WITHIN THE GRANTS FUND FROM CONTINGENCY TO SEVEN PROJECTS FOR OVERTIME, EDUCATION, TRAVEL, MATERIALS AND SUPPLIES.

WHEREAS, the Arizona Governor's Office of Highway Safety (GOHS) annually awards grants to local agencies to focus upon highway, motorcyclist, pedestrian and bicyclist safety;

WHEREAS, GOHS has awarded the City of Surprise \$38,109 for Accident Investigation Overtime, Related In State Travel, Materials and Supplies;

WHEREAS, GOHS has also awarded the City of Surprise \$66,192 for DUI Enforcement, Related Materials, Supplies for DUI Training and equipment;

WHEREAS, GOHS has also awarded the City of Surprise \$30,000 for Overtime, Materials and Supplies expenses related to participation in the "Know Your Limit" DUI awareness program;

WHEREAS, GOHS has also awarded the City of Surprise \$35,660 for Overtime for the Motorcycle Safety Awareness Program;

WHEREAS, GOHS has also awarded the City of Surprise \$31,500 for Overtime, Material and Supplies expenses for the Occupant Protection (OP) Enforcement program;

WHEREAS, GOHS has also awarded the City of Surprise \$35,000 for Overtime, Materials and Supplies expenses related to participation in the Statewide Pedestrian and Bicyclist Safety Education and Enforcement program. Deployments in high priority crash areas and outreach/education efforts relative to pedestrian and bicycle safety;

WHEREAS, GOHS has also awarded the City of Surprise \$43,003 for Overtime, Materials and Supplies expenses for Selective Traffic Enforcement Program (STEP) which focuses upon enforcing traffic safety laws to decrease automobile accidents, fatalities and injuries;

WHEREAS, the City of Surprise Police Department desires to accept the awards and enter into the Grant Agreements;

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 Grant Agreements between the city of Surprise and the Arizona Governor's Office of Highway Safety attached as Exhibits B through H, are approved.

Section 3. 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 agreements.

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2023-168

Exhibit A

1. Appropriation - The allocation below represents a reallocation of appropriation in the amount of 279,500 from contingency within the Grants Fund to G31269 FFY24 GOHS DUI (66,200), G31277 FFY24 GOHS Know Your Limit (30,000), G31316 FFY24 GOHS STEP OT (43,000), G31326 FFY24 GOHS Ped & Bike (35,000) OT and Supplies, G31358 FFY24 GOHS OP Enforcement (31,500), G31395 FFY24 GOHS Motorcycle Safety OT (35,600), G31414 FFY24 GOHS Accident Investigation OT, Travel, Materials, and Supplies (38,200) to cover the projected expenditures associated with the equipment and overtime expenses for additional DUI impairment and traffic enforcement. As well as occupant protection enforcement , motorcycle safety education and enforcement, accident investigation, and pedestrian and bike safety enforcement. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31269 FFY24 GOHS DUI Enforcement	E	-	66,200	66,200
Grants	Police	#G31269 FFY24 GOHS DUI Enforcement	R	-	66,200	66,200
Grants/ Contingency	General Operations	Contingency	E	4,544,600	(279,500)	4,265,100
Contingency	General Operations	Other	R	78,479,300	(279,500)	78,199,800
Grants	Police	#G31277 FFY24 GOHS Know Your Limit	E	-	30,000	30,000
Grants	Police	#G31277 FFY24 GOHS Know Your Limit	R	-	30,000	30,000
Grants	Police	#G31316 FFY24 GOHS STEP Enforcement	E	-	43,000	43,000
Grants	Police	#G31316 FFY24 GOHS STEP Enforcement	R	-	43,000	43,000
Grants	Police	#G31326 FFY24 GOHS Ped & Bike Safety	E	-	35,000	35,000
Grants	Police	#G31326 FFY24 GOHS Ped & Bike Safety	R	-	35,000	35,000
Grants	Police	#G31358 FFY24 GOHS OP Enforcement	E	-	31,500	31,500
Grants	Police	#G31358 FFY24 GOHS OP Enforcement	R	-	31,500	31,500
Grants	Police	#G31395 FFY24 GOHS Motorcycle Safety	E	-	35,600	35,600
Grants	Police	#G31395 FFY24 GOHS Motorcycle Safety	R	-	35,600	35,600
Grants	Police	#G31414 FFY24 GOHS Accident Investigation	E	-	38,200	38,200
Grants	Police	#G31414 FFY24 GOHS Accident Investigation	R	-	38,200	38,200
Expense Total				4,544,600	-	4,544,600
Revenue Total				78,479,300	-	8,479,300

RESOLUTION # 2023-168

Exhibit B

**GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA
GOVERNOR'S OFFICE OF HIGHWAY SAFETY**

RESOLUTION # 2023-168

Exhibit C

**GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA
GOVERNOR'S OFFICE OF HIGHWAY SAFETY**

RESOLUTION # 2023-168

Exhibit D

**GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA
GOVERNOR'S OFFICE OF HIGHWAY SAFETY**

RESOLUTION # 2023-168

Exhibit E

**GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA
GOVERNOR'S OFFICE OF HIGHWAY SAFETY**

RESOLUTION # 2023-168

Exhibit F

**GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA
GOVERNOR'S OFFICE OF HIGHWAY SAFETY**

RESOLUTION # 2023-168

Exhibit G

**THE GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA
GOVERNOR'S OFFICE OF HIGHWAY SAFETY**

RESOLUTION # 2023-168

Exhibit H

**THE GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA
GOVERNOR'S OFFICE OF HIGHWAY SAFETY**

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37524300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY
Surprise Police Department

GOHS GRANT NUMBER:
2024-PTS-065

ADDRESS
14250 W. Statler Plaza, Surprise, Arizona 85374

PROGRAM AREA:
402-PTS

2. GOVERNMENTAL UNIT
City of Surprise

AGENCY CONTACT:
Severin Hall

ADDRESS
16000 N. Civic Center Dr., Surprise, Arizona 85374

3. PROJECT TITLE:
STEP Enforcement Overtime, and Related
Materials and Supplies- Tint Meters, Mobile
Printers

4. GUIDELINES:
402-Police Traffic Services (PTS)

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Tint Meters, Mobile Printers to enhance STEP Enforcement throughout the City of Surprise.

**6. BUDGET
COST CATEGORY**

**Project Period
FFY 2024**

I. Personnel Services

\$40,000.00

II. Employee Related Expenses (0%)

\$0.00

III. Professional and Outside Services

\$0.00

IV. Travel In-State

\$0.00

V. Travel Out-of-State

\$0.00

VI. Materials and Supplies

\$3,003.00

VII. Capital Outlay

\$0.00

TOTAL ESTIMATED COSTS

\$43,003.00

PROJECT PERIOD **FROM:** Effective Date
(Date of GOHS Director Signature)

TO: 09-30-2024

CURRENT GRANT PERIOD **FROM:** 10-01-2023

TO: 09-30-2024

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$43,003.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant Agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant Agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 155

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2021	2020	2019
Total Crashes	1401	1140	2287
Total Injury Crashes	130	21	236
Total Fatal Crashes	3	9	3
Total Impaired-related Crashes	53	53	47
Total Impaired-related Serious Injuries	8	7	1
Total Impaired-related Fatalities	1	3	0
Total Speed-related Crashes	33	222	274
Total Speed-related Serious Injuries	0	5	16
Total Speed-related Fatalities	1	2	2

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. However, bringing awareness to the issue alone will not create the culture of safe driving they are pursuing. An increase in intensive enforcement must exist.

The City of Surprise was one of the first municipalities in Arizona to put pass a Distracted Driving Ordinance. City of Surprise, at the Surprise PD, made distracted driving an emphasis for their enforcement and continue to do so with the new state statute. They have found the use of unmarked vehicles are the most effective tool in enforcing the Distracted Driving Law. The agency will continue to use the FY22 grant funded vehicle for this grant.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Tint Meters, Mobile Printers to enhance STEP Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Police Traffic Services (PTS) program to enforce speed, aggressive driving, and distracted driving within the City of Surprise. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing aggressive drivers from the roadway and ensuring traffic law compliance through highly effective enforcement.

PROGRAM MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 5% from 53 during calendar year 2022 to 50 by December 31, 2024.

To decrease the number of serious injuries in speeding-related crashes 100% from 0 in calendar year 2022 to 0 by December 31, 2024.

To decrease the number of fatalities in speeding-related crashes 100% from 1 in calendar year 2022 to 0 by December 31, 2024.

Program Objectives:

To increase the number of speeding and aggressive driving citations 5% from 5,028 during Calendar Year 2022 to 5,280 during FFY 2024.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2024.

Additional Program Objectives:

1. To increase the total contacts (Traffic Stops) 5% from 10,717 during calendar year 2022 to 13,908 during FFY 2024.
2. To increase the number of other citations (except speed) 5% from 4,079 during calendar year 2022 to 11,252 during FFY 2024.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Tint Meters, Mobile Printers to enhance STEP Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities: Tint Meters, Mobile Printers

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant Agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant Agreement. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant Agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the Grant Agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to Grant Agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases,

	photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Grant Agreement projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the Grant Agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated Grant Agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$40,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Tint Meters, Mobile Printers	\$3,003.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$43,003.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$43,003.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreement.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/ Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/ Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/ Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/ Grant Agreement or any extension of the Contract/ Grant Agreement is in effect, an employee of any other party to the Contract/ Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/ Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/ Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds

which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest*General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. 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 offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)



KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
CHIEF EXECUTIVE OFFICER
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: 2024-PTS-065
Total Estimated Costs: \$43,003.00
Purpose of Project: STEP Enforcement Overtime, M & S
(Tint meters, Mobile printers)

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions on (page 25)
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Chief Executive Officer/Governor's Highway Safety Representative and an original executed grant agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

J.M. "Jesse" Torrez, Chief Executive Officer
Governor's Highway Safety Representative

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37524300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Surprise Police Department	GOHS GRANT NUMBER: 2024-PS-011
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ADDRESS
14250 W. Statler Plaza, Surprise, Arizona 85374

PROGRAM AREA:
402-PS

2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall
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ADDRESS
16000 N. Civic Center Dr., Surprise, Arizona 85374

3. PROJECT TITLE:
Pedestrian & Bicycle Safety Enforcement and Education, Related Materials and Supplies- Bike Helmets, Program Materials

4. GUIDELINES: 402-Pedestrian & Bicycle Safety (PS)	
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5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Bike Helmets, Program Materials to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2024
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I. Personnel Services	\$30,000.00
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II. Employee Related Expenses (0%)	\$0.00
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III. Professional and Outside Services	\$0.00
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IV. Travel In-State	\$0.00
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V. Travel Out-of-State	\$0.00
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VI. Materials and Supplies	\$5,000.00
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VII. Capital Outlay	\$0.00
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TOTAL ESTIMATED COSTS	\$35,000.00
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PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2024
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CURRENT GRANT PERIOD	FROM: 10-01-2023	TO: 09-30-2024
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$35,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant Agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant Agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 155

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2021	2020	2019
Total Crashes	1401	1140	1716
Total Injury Crashes	130	21	28
Total Fatal Crashes	3	9	5
Total Pedestrian-related Crashes	11	10	10
Total Pedestrian-related Serious Injuries	2	2	2
Total Pedestrian-related Fatalities	1	4	2
Total Bicycle-related Crashes	10	9	14
Total Bicycle-related Serious Injuries	2	0	2
Total Bicycle-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

In total, the Surprise Police Department is responsible for patrolling approximately 748 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

The City of Surprise is home to 28+ schools, all of which create a significant volume of pedestrian and bicycle traffic. As mentioned above, they are also home to the fourth largest 65+ population in the nation (per-capita), whom also significantly increase their volume of pedestrian and bicycle traffic. The pedestrian and bicycle traffic volume will also be affected by the welcoming of Ottawa University into the city, a university which anticipates 10,000 residential students within the next 10 years. A great opportunity exists for the Surprise Police Department to reach out to the community and positively impact the safety of pedestrians through education and enforcement.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Bike Helmets, Program Materials to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Pedestrian and Bicycle Safety (PS) program to continue their commitment to increasing safety awareness and skills. The granted funding will support the purchase of materials and overtime expenditures used when hosting bicycle rodeos within the City and aiding neighboring cities with their rodeos.

PROGRAM MEASURES:**Agency Goals:**

To decrease fatalities in pedestrian traffic-related fatalities 100% from 1 in calendar year 2022 to 0 by December 31, 2024.

To decrease the number of pedestrian traffic-related serious injuries 100% from 2 in calendar year 2022 to 0 by December 31, 2024.

Program Objectives:

Conduct/participate in 1 outreach/educational bicycle and pedestrian safety events each quarter during FFY 2024.

Additional Program Objectives:

1. Conduct targeted pedestrian and bicycle traffic enforcement efforts a minimum of 1 time per quarter during the FFY 2024.
2. Release a pedestrian and bicycle safety related message each quarter during FFY 2024.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Bike Helmets, Program Materials to enhance Pedestrian & Bicycle Safety Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the PS/Pedestrian and Bicyclist Safety Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Pedestrian and Bicyclist Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Pedestrian and Bicyclist Safety Program goal is to reduce the incidences of pedestrian and bicyclist fatalities and injuries on roadways and in School Zones through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Pedestrian/Bicyclist Safety in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Pedestrian/Bicyclist Safety Enforcement Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Pedestrian/Bicyclist Safety Enforcement Activities: Bike Helmets, Program Materials

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant Agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant Agreement. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant Agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the Grant Agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to Grant Agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the Grant Agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated Grant Agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$30,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Bike Helmets, Program Materials	\$5,000.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$35,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$35,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

2024 Pedestrian / Bicycle Grant	
Quarterly Report Enforcement Data Addendum	
Agency Name:	
Contract #:	
Quarter: (1 - 4)	
Description	Activity
Pedestrian Contacts	
Citations	
Warnings	
Total Pedestrian Contacts	
Bicyclist Contacts	
Citations	
Warnings	
Total Bicyclist Contacts	
Vehicle Contacts	
Pedestrian-related Traffic Stops	
Pedestrian-related Traffic Citations	
Pedestrian-related Traffic Warnings	
Bicyclist-related Traffic Stops	
Bicyclist-related Traffic Citations	
Bicyclist-related Traffic Warnings	
Total Vehicle Contacts	
Other Activities	
Back to School Deployments	
Other Deployments	
Bicycle Rodeos	
Educational Materials Distributed	
Presentations or Educational Meetings	
Task Force Events	
Education through Social Media	
Collaboration with Local Advocacy Groups	
Other: (add below)	

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreement.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/ Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/ Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/ Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/ Grant Agreement or any extension of the Contract/ Grant Agreement is in effect, an employee of any other party to the Contract/ Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/ Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/ Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds

which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest*General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. 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 offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)



KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
CHIEF EXECUTIVE OFFICER
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: 2024-PS-011
Total Estimated Costs: \$35,000.00
Purpose of Project: Pedestrian and Bicycle Safety
Enforcement and Education Overtime, M & S (Bike
helmets, Materials for program)

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires **one** single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions on (page 25)
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Chief Executive Officer/Governor's Highway Safety Representative and an original executed grant agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

J.M. "Jesse" Torrez, Chief Executive Officer
Governor's Highway Safety Representative

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37524300004020AZ0

Assistance Listings: 20.600

1. APPLICANT AGENCY Surprise Police Department	GOHS GRANT NUMBER: 2024-MC-003
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ADDRESS
14250 W. Statler Plaza, Surprise, Arizona 85374

PROGRAM AREA:
402-MC

2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall
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ADDRESS
16000 N. Civic Center Dr., Surprise, Arizona 85374

3. PROJECT TITLE:
Motorcycle Safety Education and Awareness,
and Related Materials and Supplies- Safety
Vests for Program Training

4. GUIDELINES: 402–Motorcycle Safety (MC)	
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5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Safety Vests for Program Training to enhance Motorcycle Safety throughout the City of Surprise.

6. BUDGET COST CATEGORY	Project Period FFY 2024
I. Personnel Services	\$35,000.00
II. Employee Related Expenses (0%)	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$660.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$35,660.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2024
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CURRENT GRANT PERIOD	FROM: 10-01-2023	TO: 09-30-2024
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$35,660.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant Agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant Agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 155

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2021	2020	2019
Total Crashes	1401	1140	2287
Total Injury Crashes	130	21	236
Total Fatal Crashes	3	9	3
Total Impaired-related Crashes	53	53	47
Total Impaired-related Serious Injuries	8	7	1
Total Impaired-related Fatalities	1	3	0
Total Speed-related Crashes	33	222	274
Total Speed-related Serious Injuries	0	5	16
Total Speed-related Fatalities	1	2	2

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. However, bringing awareness to the issue alone will not create the culture of safe driving they are pursuing. An increase in intensive enforcement must exist.

The culture and climate make the City of Surprise a prime motorcycle riding locality. The agency routinely conduct aggressive enforcement coupled with their educational element, the Civilian Motorcycle Safety Course. The Surprise Police Department has had great success in deploying trained motorcycle officers to education the motorcycling public and wish to continue offering this service to their community.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Safety Vests for Program Training to enhance Motorcycle Safety throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Police Traffic Services (PTS) program to enforce traffic safety laws with the greatest impact on motorcycle safety and to host a Motorcycle Rodeo Event within the City of Surprise. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing aggressive drivers from the roadway and ensuring traffic law compliance through highly effective enforcement and by educating/training motorcycle riders within the City.

PROGRAM MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 5% from 53 during calendar year 2022 to 50 by December 31, 2024.

To decrease the number of serious injuries in speeding-related crashes 100% from 0 in calendar year 2022 to 0 by December 31, 2024.

To decrease the number of fatalities in speeding-related crashes 100% from 1 in calendar year 2022 to 0 by December 31, 2024.

Program Objectives:

To increase the number of speeding and aggressive driving citations 5% from 5,028 during Calendar Year 2022 to 5,280 during FFY 2024.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2024.

Additional Program Objectives:

1. Host 2 Basic Motorcycle Operation Courses for citizens during FFY2024.
2. Release a motorcycle safety related message each quarter during FFY2024.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: Safety Vests for Program Training to enhance Motorcycle Safety throughout the City of Surprise.

Expenditures of funding pertaining to Motorcycle Safety including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Motorcycle Safety Program goals provided by the Arizona Governor's Office of Highway Safety. The Motorcycle Safety Program goals include increasing public awareness using campaigns focused on motorcyclist behavior, providing information for the driving public, and enhanced enforcement to remind the public to watch for, and be careful around motorcycles throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Motorcycle Safety Awareness in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Motorcycle Safety Awareness Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Motorcycle Safety Awareness Activities: Safety Vests for Program Training

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant Agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant Agreement. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant Agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the Grant Agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to Grant Agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the Grant Agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated Grant Agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$35,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Safety Vests for Program Training	\$660.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$35,660.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$35,660.00.

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreement.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/ Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/ Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/ Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/ Grant Agreement or any extension of the Contract/ Grant Agreement is in effect, an employee of any other party to the Contract/ Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/ Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/ Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds

which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest*General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. 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 offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)



KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
CHIEF EXECUTIVE OFFICER
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: 2024-MC-003

Total Estimated Costs: \$35,660.00

Purpose of Project: Motorcycle Safety Education and
Awareness, M&S (Safety Vests)

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions on (page 24)
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Chief Executive Officer/Governor's Highway Safety Representative and an original executed grant agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

J.M. "Jesse" Torrez, Chief Executive Officer
Governor's Highway Safety Representative

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37524300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Surprise Police Department	GOHS GRANT NUMBER: 2024-AL-038	
ADDRESS 14250 W. Statler Plaza, Surprise, Arizona 85374	PROGRAM AREA: 402-AL	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall	
ADDRESS 16000 N. Civic Center Dr., Surprise, Arizona 85374	3. PROJECT TITLE: Know Your Limit Awareness Program, and Related Materials and Supplies- PBT Mouthpieces, Fliers-Handouts-Educational Materials	
4. GUIDELINES: 402-Alcohol (AL)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: PBT Mouthpieces, Fliers-Handouts-Educational Materials to enhance the Know Your Limit Awareness Program throughout the City of Surprise.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2024	
I. Personnel Services	\$25,000.00	
II. Employee Related Expenses (0%)	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$5,000.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$30,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2024
CURRENT GRANT PERIOD	FROM: 10-01-2023	TO: 09-30-2024
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$30,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant Agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant Agreement.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 155

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2021	2020	2019
Total Crashes	1401	1140	2287
Total Injury Crashes	130	21	236
Total Fatal Crashes	3	9	3
Total Impaired-related Crashes	53	53	47
Total Impaired-related Serious Injuries	8	7	1
Total Impaired-related Fatalities	1	3	0
Total Speed-related Crashes	33	222	274
Total Speed-related Serious Injuries	0	5	16
Total Speed-related Fatalities	1	2	2

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

In total, the Surprise Police Department is responsible for patrolling approximately 748 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

With the increase in population, the city has seen a growth in their alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly to the growth of their alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise. The increased access to the impairing drug has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to be intensively patrolling the streets for alcohol and drug impaired drivers has never been greater.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: PBT Mouthpieces, Fliers-Handouts-Educational Materials to enhance the Know Your Limit Awareness Program throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Impaired Driving (AL) program to continue their commitment to the West Valley DUI Task Force. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing alcohol and drug impaired drivers from the road through the know the KYL program.

PROGRAM MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 5% from 53 during calendar year 2022 to 50 by December 31, 2024.

To decrease the number of serious injuries in impaired driving-related crashes 10% from 8 in calendar year 2022 to 7 by December 31, 2024.

To decrease the number of fatalities in impaired driving-related crashes 100 % from 1 in calendar year 2022 to 0 by December 31, 2024.

Program Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2024.

To participate in a minimum of 5 DUI task force operations per quarter during FFY 2024.

Additional Program Objectives:

1. To host a know your limit event during each Spring Training Baseball game at the Surprise Stadium.
2. To host 1 Know Your Limit event each quarter in the City of Surprise.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Materials and Supplies: PBT Mouthpieces, Fliers-Handouts-Educational Materials to enhance the Know Your Limit Awareness Program throughout the City of Surprise.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Know Your Limit Awareness Program Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Know Your Limit Awareness Program Activities: PBT Mouthpieces, Fliers-Handouts-Educational Materials

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant Agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant Agreement. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant Agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the Grant Agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to Grant Agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency

	with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.
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On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the Grant Agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated Grant Agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$25,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies PBT Mouthpieces, Fliers-Handouts-Educational Materials	\$5,000.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$30,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$30,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreement.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/ Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/ Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/ Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/ Grant Agreement or any extension of the Contract/ Grant Agreement is in effect, an employee of any other party to the Contract/ Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/ Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/ Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds

which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest*General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. 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 offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)



KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
CHIEF EXECUTIVE OFFICER
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: 2024-AL-038
Total Estimated Costs: \$30,000.00
Purpose of Project: Know Your Limit Awareness
Overtime, M & S (PBT Mouthpieces, fliers-handouts-
educational materials)

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires **one** single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions on (page 25)
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Chief Executive Officer/Governor's Highway Safety Representative and an original executed grant agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

J.M. "Jesse" Torrez, Chief Executive Officer
Governor's Highway Safety Representative

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37524300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Surprise Police Department	GOHS GRANT NUMBER: 2024-AI-021	
ADDRESS 14250 W. Statler Plaza, Surprise, Arizona 85374	PROGRAM AREA: 402-AI	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall	
ADDRESS 16000 N. Civic Center Dr., Surprise, Arizona 85374	3. PROJECT TITLE: Accident Investigation Overtime, Related In-State Travel (AI Training), and Materials and Supplies (Bosch Renewal Software, Kia/Hyundai Renewal, Crash-math Lifetime, Scene Lighting)	
4. GUIDELINES: 402–Accident Investigation (AI)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), In-State Travel, and Materials and Supplies: Bosch Renewal Software, Kia/Hyundai Renewal, Crash-math Lifetime, and Scene Lighting to enhance Accident Investigation Enforcement throughout the City of Surprise.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2024	
I. Personnel Services	\$10,000.00	
II. Employee Related Expenses (0%)	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$11,145.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$16,964.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$38,109.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2024
CURRENT GRANT PERIOD	FROM: 10-01-2023	TO: 09-30-2024
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$38,109.00		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant Agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant Agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 155

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2021	2020	2019
Total Crashes	1401	1140	1716
Total Serious Injury Crashes	27	21	28
Total Fatal Crashes	3	9	5
Total Traffic Accident Investigations	1401	1140	1716
Total Traffic Serious Injury Investigations	27	21	28
Total Traffic Fatality Investigations	3	9	5

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

As a result of the population increase, the City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have continued their "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. However, serious injury and fatal collisions continue to occur within the City.

The Surprise Traffic Unit is responsible for investigating and charging all serious injury and fatal collisions. Also, the Surprise Police Department makes its equipment and personnel available to surrounding agencies, should the need arise, for all serious injury and fatal collisions. Starting in 2016, GOHS granted the Surprise Police Department a Bosch Crash Data Retrieval Tool to improve their collision investigations and aid in the prosecution of vehicular criminal offenses.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), In-State Travel, and Materials and Supplies: Bosch Renewal Software, Kia/Hyundai Renewal, Crash-math Lifetime, and Scene Lighting to enhance Accident Investigation Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Accident Investigation (AI) program to improve their vehicular crimes investigator's ability to investigate fatality and serious injury collisions. The granted funding will be used to purchase updated crash investigation equipment to reconstruct collisions for causation for subsequent criminal prosecution.

PROGRAM MEASURES:

Program Objectives:

1. Retrieve crash data from vehicle a minimum of 8 times during the FFY2024.
2. Certify an additional officer in the use of the Crash Data Retrieval Tool during FFY2204.
3. Release a traffic safety related message during each quarter of FFY2024.
4. Certify an officer in advanced collision investigation courses in FFY2024

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), In-State Travel, and Materials and Supplies: Bosch Renewal Software, Kia/Hyundai Renewal, Crash-math Lifetime, and Scene Lighting to enhance Accident Investigation Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the AI/Accident Investigation Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Accident Investigation Program goals provided by the Arizona Governor's Office of Highway Safety. The Accident Investigation Program goal is to provide training and resources for Vehicular Crimes Units to aide in the investigation and prosecution of fatal traffic crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Accident Investigations in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Accident Investigations Enforcement Activities

Travel In-State - To complete/attend the following travel in-state for Accident Investigations Enforcement Activities: Accident Investigation Training

Materials and Supplies - To purchase/procure the following Materials and Supplies for Accident Investigations Enforcement Activities: Bosch Renewal Software, Kia/Hyundai Renewal, Crash-math Lifetime, Scene Lighting

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant Agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

SPECIFIC REQUIREMENTS:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant Agreement. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and

mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2 nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3 rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4 th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant Agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the Grant Agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to Grant Agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by

	Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the Grant Agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated Grant Agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$10,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State Accident Investigation Training	\$11,145.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Bosch Renewal Software, Kia/Hyundai Renewal, Crash- math Lifetime, Scene Lighting	\$16,964.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$38,109.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$38,109.00.

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreement.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/ Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/ Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/ Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/ Grant Agreement or any extension of the Contract/ Grant Agreement is in effect, an employee of any other party to the Contract/ Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/ Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/ Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds

which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest*General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. 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 offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)



KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
CHIEF EXECUTIVE OFFICER
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: 2024-AI-021
Total Estimated Costs: \$38,109.00
Purpose of Project: Accident Investigation Overtime,
Travel I/S (AI training), M & S (Bosch Renewal
software, Kia/Hyundai License Renewal, Crash-Math
Lifetime, Scene Lighting)

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions on (page 24)
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Chief Executive Officer/Governor's Highway Safety Representative and an original executed grant agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

J.M. "Jesse" Torrez, Chief Executive Officer
Governor's Highway Safety Representative

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752430000405dAZM		Assistance Listings: 20.616
1. APPLICANT AGENCY Surprise Police Department	GOHS GRANT NUMBER: 2024-405d-040	
ADDRESS 14250 W. Statler Plaza, Surprise, Arizona 85374	PROGRAM AREA: 405d	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall	
ADDRESS 16000 N. Civic Center Dr., Surprise, Arizona 85374	3. PROJECT TITLE: DUI/Impaired Driving Enforcement, Related Materials and Supplies (Materials for DUI Training, PBT's), and Equipment (Intox 9000)	
4. GUIDELINES: 405d		

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime), Materials and Supplies: Materials & Supplies for DUI Training, PBT's, and Capital Outlay: Intox 9000 to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

6. BUDGET	Project Period
COST CATEGORY	FFY 2024
I. Personnel Services	\$50,000.00
II. Employee Related Expenses (0%)	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$5,640.00
VII. Capital Outlay	\$10,552.00
TOTAL ESTIMATED COSTS	\$66,192.00

PROJECT PERIOD FROM: Effective Date
(Date of GOHS Director Signature) TO: 09-30-2024

CURRENT GRANT PERIOD FROM: 10-01-2023 TO: 09-30-2024

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$66,192.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant Agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant Agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 155

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2021	2020	2019
Total Crashes	1401	81140	2287
Total Injury Crashes	130	21	236
Total Fatal Crashes	3	9	3
Total Impaired-related Crashes	53	53	47
Total Impaired-related Serious Injuries	8	7	1
Total Impaired-related Fatalities	1	3	0
Total Speed-related Crashes	33	222	274
Total Speed-related Serious Injuries	0	5	16
Total Speed-related Fatalities	1	2	2

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

In total, the Surprise Police Department is responsible for patrolling approximately 748 miles of roadway. The population and infrastructure growth of the City of Surprise has caused heavy traffic loads resulting in an increase of traffic collisions. The Surprise Police Department is committed to reducing traffic collisions through strategic, intensive enforcement, community education, the use of improved technology and equipment, and training.

With the increase in population, the city has seen a growth in their alcohol serving establishment industry, to include: bars, restaurants, movie theaters, spring training and minor league baseball facility, bowling alley/night club, golf courses/clubhouses, etc. The growth of the industry has increased opportunities for drivers to consume alcohol prior to driving. Similarly to the growth of their alcohol serving establishments, the legalization of medical marijuana has sprouted several medical marijuana dispensaries in the City of Surprise. The increased access to the impairing drug has increased the likelihood a driver will operate a motor vehicle while impaired by marijuana. The need to be intensively patrolling the streets for alcohol and drug impaired drivers has never been greater.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), Materials and Supplies: Materials & Supplies for DUI Training, PBT's, and Capital Outlay: Intox 9000 to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Impaired Driving (AL) program to continue their commitment to the West Valley DUI Task Force. The granted funding will be used to further the mission of GOHS and the City of Surprise Police Department by removing alcohol and drug impaired drivers from the road through highly effective enforcement.

PROGRAM MEASURES:**Agency Goals:**

To decrease the number of impaired driving-related crashes 5% from 53 during calendar year 2022 to 50 by December 31, 2024.

To decrease the number of serious injuries in impaired driving-related crashes 10% from 8 in calendar year 2022 to 7 by December 31, 2024.

To decrease the number of fatalities in impaired driving-related crashes 100 % from 1 in calendar year 2022 to 0 by December 31, 2024.

Program Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2024.

To participate in a minimum of 5 DUI task force operations per quarter during FFY 2024.

Additional Program Objectives:

1. To host a minimum of 4 DUI task force operations during FFY 2024.
2. To host 1 HGN/SFST Course with Wet Lab HGN Workshop and 1 ARIDE Course.
3. To increase the number of DUI arrests by 5% from 165 during calendar year 2022 to 173 by December 31, 2024.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), Materials and Supplies: Materials & Supplies for DUI Training, PBT's, and Capital Outlay: Intox 9000 to enhance DUI/Impaired Driving Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Enforcement Activities: Materials & Supplies for DUI Training, PBT's

Capital Outlay - To purchase/procure the following Capital Outlay for DUI/Impaired Driving Enforcement Activities: **Intox 9000**

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant Agreement. A copy of this press release shall be sent to the GOHS Director for approval

prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant Agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:**Intox 9000**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI processing vans, marked and unmarked enforcement sedans, and marked enforcement motorcycles shall schedule a press conference acknowledging the grant award from the Governor's Office of Highway Safety. The purpose of this press conference is for the Agency to present the equipment to their community.

The Surprise Police Department shall immediately notify GOHS if any equipment purchased under this Grant Agreement ceases to be used in the manner described in this Grant Agreement. In such event, the Surprise Police Department further agrees to dispose of this equipment using the Surprise Police Department's, city, town, or county ordinance, code, or rule regarding disposal of equipment.

In the absence of an ordinance, code, or rule regarding the disposal of the property, the Surprise Police Department may refer to that of the State. The Surprise Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement. The Surprise Police Department shall incorporate any equipment purchased under this Grant Agreement into its inventory records. The Surprise Police Department shall insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Surprise Police Department shall be responsible for all administrative, maintenance, operational costs, and the costs of any damage relating to the Intox 9000.

Decals:

The Governor's Office of Highway Safety shall provide the Surprise Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this Grant Agreement shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurement procedures conform to applicable Federal and State laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency shall use the State procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1300.31, all equipment purchased under this Grant Agreement is to be used for the original purpose intended under this Grant Agreement. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes. Neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety shall reserve the right to transfer title of equipment acquired under the Section 405 program to the Federal government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 2 CFR §200.313 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Surprise Police Department shall adequately insure all capital equipment purchased under this Grant Agreement for repair or replacement.

SPECIFIC REQUIREMENTS:**BREATH TESTING DEVICES –****Requirements for Portable Breath Test Devices (PBTs):**

The Surprise Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this Grant Agreement.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the Agency and will be available upon request for review by GOHS.

Requirements for Intoxilyzers (Evidentiary Breath Testing Instruments):

The successful vendor must certify that the devices purchased are on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List and must meet, or exceed, NHTSA model specifications.

In addition, the devices must be certified and approved by the Arizona Department of Public Safety per Arizona Administrative Code R9-14-403.

The Surprise Police Department will be responsible for providing all personnel the appropriate training for using the Intoxilyzers purchased under this Grant Agreement implementing a NHTSA approved training course.

The Surprise Police Department will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

Intoxilyzers will be operated, calibrated under the standard quality assurance procedures per the appropriate outlined procedures listed in the Arizona Administrative Code.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant Agreement. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant Agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the Grant Agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to Grant Agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases,

	photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the Grant Agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated Grant Agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$50,000.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Materials & Supplies for DUI Training, PBT's	\$5,640.00
VII.	Capital Outlay Intox 9000	\$10,552.00
TOTAL ESTIMATED COSTS		*\$66,192.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$66,192.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

**Arizona Governor's Office of Highway Safety
Capital Outlay Equipment Record
Equipment \$5,000.00 or more**

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay Equipment must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreement.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/ Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/ Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/ Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/ Grant Agreement or any extension of the Contract/ Grant Agreement is in effect, an employee of any other party to the Contract/ Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/ Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/ Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds

which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest*General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. 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 offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)



KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
CHIEF EXECUTIVE OFFICER
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: 2024-405d-040
Total Estimated Costs: \$66,192.00
Purpose of Project: DUI Enforcement Overtime, M & S
(Materials & supplies for DUI training, PBT's) Capital
Outlay (Intox 9000)

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions on (page 28)
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Chief Executive Officer/Governor's Highway Safety Representative and an original executed grant agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

J.M. "Jesse" Torrez, Chief Executive Officer
Governor's Highway Safety Representative

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752430000405bAZL		Assistance Listings: 20.616
1. APPLICANT AGENCY Surprise Police Department	GOHS GRANT NUMBER: 2024-405b-009	
ADDRESS 14250 W. Statler Plaza, Surprise, Arizona 85374	PROGRAM AREA: 405b	
2. GOVERNMENTAL UNIT City of Surprise	AGENCY CONTACT: Severin Hall	
ADDRESS 16000 N. Civic Center Dr., Surprise, Arizona 85374	3. PROJECT TITLE: Occupant Protection Enforcement, and Related Materials and Supplies- Occupant Protection Supplies, Dues, Car Seats	
4. GUIDELINES: 405b		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405b funds will support Personnel Services (Overtime), and Materials and Supplies: Occupant Protection Supplies, Dues, and Car Seats to enhance Occupant Protection Enforcement throughout the City of Surprise.		
6. BUDGET COST CATEGORY	Project Period FFY 2024	
I. Personnel Services	\$26,500.00	
II. Employee Related Expenses (0%)	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$5,000.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$31,500.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2024
CURRENT GRANT PERIOD	FROM: 10-01-2023	TO: 09-30-2024
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$31,500.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant Agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant Agreement.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 155

Total Population in city/town or county: 153,000

Total Road Mileage: Highway: 39 Local: 709 Total: 748

	2021	2020	2019
Total Crashes	1401	1140	1716
Total Serious Injury Crashes	27	21	28
Total Fatal Crashes	3	9	5
Total Unrestrained Occupant Crashes	23	14	27
Total Unrestrained Serious Injuries	6	3	5
Total Unrestrained Occupant Fatalities	1	2	1

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The City has seen a consistent increase in the number of traffic collisions occurring every year. The majority of collisions within the City can be attributed to speed and inattention. To bring awareness to this issue and to create a culture of safe driving, they have begun a "Drive Wise, Surprise" campaign. In addition to street signs, the campaign includes community and media engagement, social media messaging, ads, public service announcements and various other marketing tools. One of those marketing tools has been the joint Surprise Police/Fire Car Seat installation Clinics.

Currently, they host three clinics a month, reoccurring on the 1st and 3rd Tuesday and 3rd Saturday every month. The clinics are held out of a Surprise Fire Station 303 and are primarily staffed with Surprise Police Department Citizen's Patrol staff (volunteer). With the support of GOHS, they are now hosting Car Seat Clinics throughout the City at their Traffic Safety Events. The agency would also like to be able to add an additional Car Seat Clinic day each month to one of their new Fire Stations in an under- served area of Surprise.

Agency Funding:

Federal 405b funds will support Personnel Services (Overtime), and Materials and Supplies: Occupant Protection Supplies, Dues, and Car Seats to enhance Occupant Protection Enforcement throughout the City of Surprise.

How Agency Will Solve Problem with Funding:

The City of Surprise Police Department is requesting funding from the Governor's Office of Highway Safety to promote the Occupant Protection (OP) program to continue their commitment to child passenger safety through hosting Car Seat Installation Clinics and enforcing occupant protection laws. The granted funding will be used to further the mission of GOHS and the Surprise Police Department by supporting the overtime expenditures used for educating citizens and department personnel on the proper installation of child safety seats and enforcing occupant protection laws.

PROGRAM MEASURES:**Agency Goals:**

To decrease unrestrained occupant fatalities 100% from 1 in calendar year 2022 to 0 by December 31, 2024.

To decrease unrestrained occupant serious injuries 50% from 6 in calendar year 2022 to 3 by December 31, 2024.

Program Objectives:

To increase seatbelt citations 5 % from 180 during calendar year 2022 to 189 during FFY 2024.

To increase child safety seat citations 10 % from 42 during calendar year 2022 to 46 during FFY 2024.

Conduct/participate in 1 occupant restraint outreach/educational events each quarter during FFY 2024.

Additional Program Objectives:

1. Host 1 occupant restraint outreach/educational event somewhere other than Fire Station 303 each quarter during FFY 2024.
2. Certify 2 additional department members as child passenger safety technicians.
3. Release an occupant restraint related safety message each quarter during FFY 2024.

GOALS/OBJECTIVES:

Federal 405b funds will support Personnel Services (Overtime), and Materials and Supplies: Occupant Protection Supplies, Dues, and Car Seats to enhance Occupant Protection Enforcement throughout the City of Surprise.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.

The Surprise Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Surprise Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Surprise Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Occupant Protection Enforcement Activities

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Enforcement Activities: Occupant Protection Supplies, Dues, Car Seats

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant Agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant Agreement. Substantiation of costs shall, where possible, be made utilizing the Surprise Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	October 15, 2024
Final Statement of Accomplishments	October 15, 2024

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant Agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Benny Piña, Chief, Surprise Police Department, shall serve as Project Director.

Severin Hall, Sergeant, Surprise Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the Grant Agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to Grant Agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency

	with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.
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On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the Grant Agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated Grant Agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$26,500.00
II.	Employee Related Expenses (ERE) (0%)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Occupant Protection Supplies, Dues, Car Seats	\$5,000.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$31,500.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Surprise Police Department shall absorb any and all expenditures in excess of \$31,500.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS**CERTIFICATIONS AND AGREEMENTS**

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreement.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/ Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/ Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/ Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/ Grant Agreement or any extension of the Contract/ Grant Agreement is in effect, an employee of any other party to the Contract/ Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/ Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/ Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds

which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest*General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. 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 offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Benny Piña, Chief
Surprise Police Department

Date Telephone

***Signature of Authorized Official of
Governmental Unit:***

Bob Wingenroth, City Manager
City of Surprise

Date Telephone

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. *Unique Entity Identifier:*

(Unique Entity Identifier #)

(Registered Address & Zip Code)



KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
CHIEF EXECUTIVE OFFICER
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Benny Piña
Surprise Police Department
14250 W. Statler Plaza
Surprise, Arizona 85374

PROJECT REFERENCE:

Grant Agreement Number: 2024-405b-009
Total Estimated Costs: \$31,500.00
Purpose of Project: Occupant Protection Enforcement
Overtime, M & S (Occupant Protection supplies, dues,
Car seats)

Dear Chief Piña:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions on (page 25)
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bob Wingenroth, City Manager, City of Surprise as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Chief Executive Officer/Governor's Highway Safety Representative and an original executed grant agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

J.M. "Jesse" Torrez, Chief Executive Officer
Governor's Highway Safety Representative



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 5, 2023 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 5
Staff Recommendations:

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

Agenda Wording:

Consideration and action pertaining to approval of a Quit Claim Deed to Brightland Homes of Arizona, LLC, for the purpose of releasing certain deed restrictions on a seven acre property located near Bell and Litchfield Roads.

Motion:

I move to approve the Quit Claim Deed to Gehan Homes of Arizona, LLC.

Background:

In 2013, the City of Surprise and the City of Phoenix entered into an Intergovernmental Agreement for the Assignment and Assumption of Beneficial Interest under Recorded Deed Restrictions ("IGA") in regard to the City Center property. The IGA allows for the removal of the deed restrictions that prohibit certain land uses that were placed on the property to protect the operation of the Luke AFB Auxiliary Field located in the area. The IGA establishes a procedure and price associated with the removal of the restrictions. Brightland Homes of Arizona, LLC, is ready to move forward to remove those restrictions for the development of a 130 lot single-family townhouse subdivision, Case FS22-1295, entitled "Final Plat for Gehan At Surprise Center".

Objective Analysis:

The City is granting the release of deed restrictions to permit further development of the City Center property by Brightland Homes of Arizona, LLC.

Policy Compliant:

Approval of this item is policy compliant.

Financial Impact:

The cost to remove the deed restrictions is \$298,812.34. This consideration has been tendered directly to the City of Surprise by Brightland Homes. The City will remit the payment amount to The City of Phoenix once the deed restrictions are lifted per the IGA recordation #2013-082868.

Budget Impact:

There is currently no budgetary impact related to approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. QCD with legal and exhibit
 2. FE-Avigation Easement form - SCC
 3. FE- Release of Liability- SCC
 4. Articles of Amendment - Gehan Homes of Arizona, L.L.C. (Approved)
-

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

Exempt from Requirement for
Filing Affidavit of Property value
Pursuant to A.R.S. §11-1134(A)(3) and 11-1134(a)(4)

QUIT CLAIM DEED

Pursuant to that certain Intergovernmental Agreement dated December 19, 2013 between the City of Surprise and the City of Phoenix, the City of Surprise, an Arizona municipal corporation (the "City") hereby quit-claims to Brightland Homes of Arizona, LLC, an Arizona limited liability company, all of the City's right, title and interest in the real property situated in the County of Maricopa, State of Arizona, known as Assessor's Parcel No. 501-18-674A and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, specifically including the benefit of the deed restrictions recorded as (i) document nos. 2000-0325404 and re-recorded as 2019-0065891 in the office of the County Recorder for Maricopa County, Arizona; and (ii) 2000-0325405 and re-recorded as 20019-0065892 in the office of the County Recorder for Maricopa County, Arizona, as the same are affected by the Intergovernmental Agreement recorded as document no. 2013-1082868 in the office of the County Recorder for Maricopa County, Arizona.

DATED: _____, 2023.

CITY OF SURPRISE, an Arizona Municipal Corporation

By: _____
Name:
Title:

STATE OF ARIZONA)
)ss.
County of Maricopa)

On this _____ day of _____, 2023, Before me personally appeared _____, the _____ of the City of Surprise, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the foregoing Quitclaim Deed dated _____, 2023, on behalf of the City of Surprise

My Commission Expires:

NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION

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

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 00 DEGREES 13 MINUTES 27 SECONDS WEST A DISTANCE OF 2,777.16 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 27 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1,731.55 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 4;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 58 MINUTES 20 SECONDS WEST, A DISTANCE OF 138.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 161.00 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 37.91 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 411.00 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 128.00 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 206.04 FEET

THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 62.00 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 206.94 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 23.14 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 66.00 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 397.00 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 66.00 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 107.47 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 42.39 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 120.41 FEET;

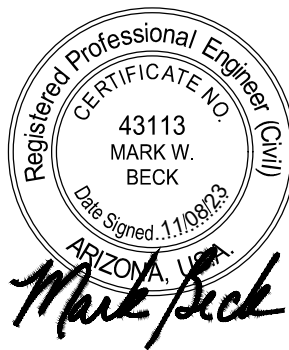
THENCE NORTH 00 DEGREES 15 MINUTES 00 SECONDS EAST, A DISTANCE OF 530.50 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 07 SECONDS EAST, A DISTANCE OF 158.00 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 127.99 FEET;

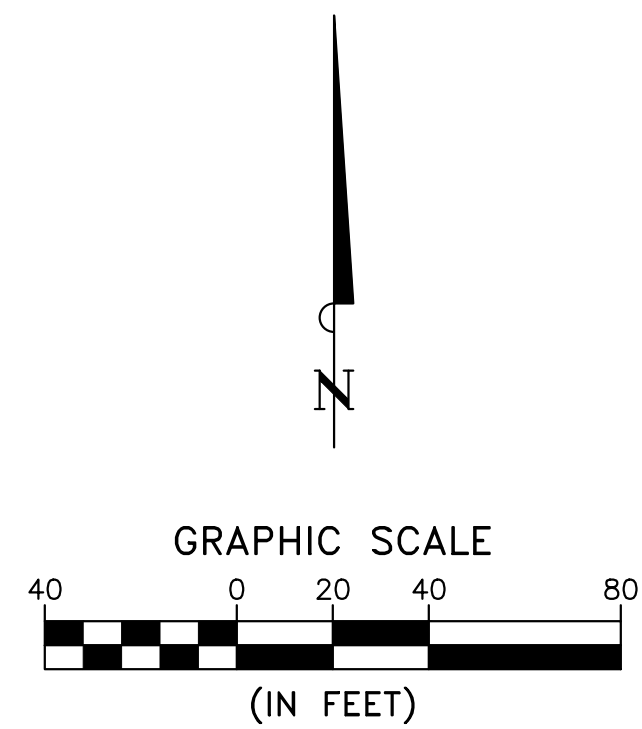
THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 92.00 FEET;

THENCE SOUTH 00 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 109.96 FEET;
THENCE SOUTH 89 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 212.89 FEET;
THENCE NORTH 00 DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 109.94 FEET;
THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 70.66 FEET;
THENCE NORTH 00 DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 128.01 FEET;
THENCE SOUTH 89 DEGREES 46 MINUTES 07 SECONDS EAST, A DISTANCE OF 330.50 FEET TO
THE POINT OF BEGINNING.



A PORTION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE
GILA AND SALT RIVER MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

NORTHEAST CORNER OF
SEC 4, T.3N, R.1W, BCHH
POINT OF COMMENCEMENT



LEGEND

- BLOCK BOUNDARY
 PROPERTY BOUNDARY

AREA TABLE

BLOCK AREA	AREA (SF)	AREA (AC)	ROUND-UP
1	302,612.35	6.95	7 ACRES
TOTAL	302,612.35	6.95	7 ACRES

SCALE (H):	1"=40'
SCALE (V):	
DESIGNED BY:	HV
DRAWN BY:	HV
CHECKED BY:	MB
DATE:	06/14/2021

DEED RESTRICTED BLOCK AREAS
GEHAN AT SURPRISE CENTER
SURPRISE, ARIZONA

[illegible]

PROJECT NO.

1 OF 1

APN: 501-18-675
LOT 4 "WOOD PARTNERS AT
SURPRISE CENTER"
BK.1648, PG.27, MCR

FS22-1295

WHEN RECORDED, RETURN TO:

City of Phoenix
City Clerks Department
200 W. Washington St.
Phoenix, Arizona 85003

AVIGATION EASEMENT

Grantor: Brightland Homes of Arizona, LLC
Grantee: United States of America Department of the Air Force
Easement Area: As legally described on Exhibit A, attached hereto

In consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold and conveyed and does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns a non-exclusive, perpetual and permanent avigation easement over and across the Easement Area, which easement will include but not be limited to, the right to fly aircraft over the Easement Area, together with its attendant 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 Luke Air Force Base. Grantor will not allow anything to impede Grantee's use of this avigation easement.

Executed as of the 17th day of November, 2023.

[signature page follows]

[signature page to Avigation Easement]

BRIGHTLAND HOMES OF ARIZONA,
LLC, an Arizona limited liability company

By: BRIGHTLAND HOMES, LTD., a
Texas limited partnership, its Manager

By: BRIGHTLAND HOMES I, INC.,
a Texas corporation, its General
Partner

By: [Signature]

Name: Mark Moskal

Its: Phoenix Division President

Date November 17, 2023

STATE OF ARIZONA)
)ss.
County of Maricopa)

On this 17th day of November 2023, before me personally appeared Mark Moskal, the Phoenix Div. President of BRIGHTLAND HOMES I, INC., a Texas corporation, the General Partner of BRIGHTLAND HOMES, LTD., a Texas limited partnership, the Manager of Brightland Homes of Arizona, LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she signed the above/attached document.

(notary seal here)

[Signature: Anita Brenden]
Notary Public

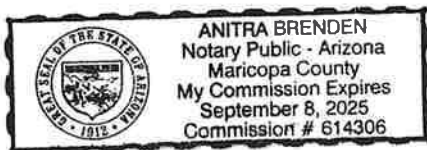


Exhibit "A"

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

LOCATED WITHIN A PORTION OF LOT 1 AS RECORDED IN THE FINAL PLAT FOR THE NORTHEAST QUADRANT OF SURPRISE CENTER, RECORDED AS BK 1571, PG 34, RECORDS OF MARICOPA COUNTY, ARIZONA SAID PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS N89°23'04"W A DISTANCE OF 2638.41 FEET;

THENCE, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, S00°13'42"W A DISTANCE OF 1661.14 FEET;

THENCE, LEAVING THE EAST LINE OF SAID SECTION 4, N89°47'30"W, A DISTANCE OF 55.00 FEET TO THE WESTERLY 55' RIGHT OF WAY "R/W" OF LITCHFIELD ROAD AS RECORDED IN DOCUMENT NO. 2000-0325407, RECORDS OF MARICOPA COUNTY ALSO BEING THE POINT OF BEGINNING;

THENCE, ALONG SAID "R/W", S00°13'42"W A DISTANCE OF 719.00 FEET;

THENCE, LEAVING SAID "R/W", N89°46'18"W A DISTANCE OF 669.00 FEET;

THENCE, N00°13'42"E A DISTANCE OF 719.00 FEET;

THENCE, S89°46'18"E A DISTANCE OF 669.00 FEET TO THE SAID WESTERLY 55' "R/W", ALSO BEING THE POINT OF BEGINNING.

WHEN RECORDED, RETURN TO:

City of Phoenix
City Clerks Department
200 W. Washington St.
Phoenix, Arizona 85003

**RELEASE OF LIABILITY
(Luke Air Force Base Overflights)**

Brightland Homes of Arizona, LLC, an Arizona limited liability company, does hereby release and discharge the United State of America Department of the Air Force 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 of the property, legally described in Exhibit A, from aircraft utilizing Luke Air Force Base, whether such damage originates 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 Luke Air Force Base. This release will run with the land and be binding upon grantor and its heirs, assigns and successors in interest to the property or any portion thereof. This instrument does not release the United States of America Department of the Air Force 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.

[signature page follows]

[signature page to Release of Liability]

BRIGHTLAND HOMES OF ARIZONA,
LLC, an Arizona limited liability company

By: BRIGHTLAND HOMES, LTD., a
Texas limited partnership, its Manager

By: BRIGHTLAND HOMES I, INC.,
a Texas corporation, its General
Partner

By: [Signature]

Name: Mark Moskal

Its: Phoenix Division President

Date November 17, 2023

STATE OF ARIZONA)
)ss.
County of Maricopa)

On this 17th day of November 2023, before me personally appeared Mark Moskal, the Phoenix Div. President of BRIGHTLAND HOMES I, INC., a Texas corporation, the General Partner of BRIGHTLAND HOMES, LTD., a Texas limited partnership, the Manager of Brightland Homes of Arizona, LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she signed the above/attached document.

(notary seal here)

[Signature: Anita Brenden]
Notary Public

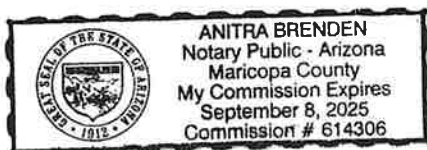


Exhibit "A"

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

LOCATED WITHIN A PORTION OF LOT 1 AS RECORDED IN THE FINAL PLAT FOR THE NORTHEAST QUADRANT OF SURPRISE CENTER, RECORDED AS BK 1571, PG 34, RECORDS OF MARICOPA COUNTY, ARIZONA SAID PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS N89°23'04"W A DISTANCE OF 2638.41 FEET;

THENCE, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, S00°13'42"W A DISTANCE OF 1661.14 FEET;

THENCE, LEAVING THE EAST LINE OF SAID SECTION 4, N89°47'30"W, A DISTANCE OF 55.00 FEET TO THE WESTERLY 55' RIGHT OF WAY "R/W" OF LITCHFIELD ROAD AS RECORDED IN DOCUMENT NO. 2000-0325407, RECORDS OF MARICOPA COUNTY ALSO BEING THE POINT OF BEGINNING;

THENCE, ALONG SAID "R/W", S00°13'42"W A DISTANCE OF 719.00 FEET;

THENCE, LEAVING SAID "R/W", N89°46'18"W A DISTANCE OF 669.00 FEET;

THENCE, N00°13'42"E A DISTANCE OF 719.00 FEET;

THENCE, S89°46'18"E A DISTANCE OF 669.00 FEET TO THE SAID WESTERLY 55' "R/W", ALSO BEING THE POINT OF BEGINNING.

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF ORGANIZATION
OF
GEHAN HOMES OF ARIZONA, L.L.C.**

Pursuant to the provisions of Arizona Revised Statutes § 29-3202, the undersigned limited liability company adopts the attached Amendment to the Articles of Organization, which amends Article 1 of the existing Articles of Organization.

ARTICLE I

The name of the limited liability company is GEHAN HOMES OF ARIZONA, L.L.C. and the file number assigned to it by the Arizona Corporation Commission is L17695370.

ARTICLE II

The original Articles of Organization were filed on June 18, 2012. There have been three prior amendments to said articles, which were filed with the Arizona Corporation Commission on February 19, 2014, June 24, 2014, and September 3, 2015, respectively.

ARTICLE III

The document attached hereto as Exhibit A and incorporated herein by this reference sets forth the Amendment to the Articles of Organization (the "Amendment") which was adopted by the managers and sole member of the limited liability company on March 6, 2023, in the manner prescribed by the Arizona Revised Statutes. This instrument may be signed or delivered electronically, and any counterpart hereof which is so signed or delivered shall be deemed to constitute an original instrument for all purposes.

ARTICLE IV

As permitted by Arizona Revised Statutes § 10-123(B), the delayed effective date of the Amendment is March 21, 2023.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment as of March 6, 2023.

GEHAN HOMES OF ARIZONA, L.L.C.,
an Arizona limited liability company

By: GEHAN HOMES, LTD.,
a Texas limited partnership,
its Manager

By: GEHAN HOMES I, INC.,
a Texas corporation,
its General Partner

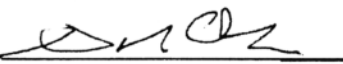
By: 
Name: Scott Onderdonk
Title: Chief Financial Officer

Exhibit A

**AMENDMENT TO
ARTICLES OF ORGANIZATION
OF
GEHAN HOMES OF ARIZONA, L.L.C.**

- I. Article 1 of the Articles of Organization of GEHAN HOMES OF ARIZONA, L.L.C., an Arizona limited liability company, is hereby amended to read as follows:

1. **Name.** The name of this limited liability company (the "Company") is:
BRIGHTLAND HOMES OF ARIZONA, LLC.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 5, 2023 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 5
Staff Recommendations:

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, "Gehan At Surprise Center" date received October 2, 2023, located at the southwest corner of Luke Parkway and Litchfield Road; Case FS22-1295.

Motion:

I move to approve the Final Plat entitled, "Gehan At Surprise Center" date received October 2, 2023.

Background:

Mark Beck of Beck Consulting Group, on behalf of Gehan Homes of Arizona, LLC, requested approval of a Final Plat for Gehan at Surprise Center. The applicant seeks to subdivide the subject property into 130 lots over approximately 11.83 gross acres, for a gross density of 10.98 DU/Ac. The proposal is to build a single-family subdivision where the lot product will be attached to single-family townhomes on individually platted lots. The subject site is located at the southwest corner of Luke Parkway and Litchfield Road.

Objective Analysis:

The subject Final Plat meets the requirements of the Surprise City Center PAD, in addition to other requirements as set forth in the Land Development Ordinance (LDO). All reviewing city departments as well as outside agencies have reviewed the request and expressed no concerns.

Policy Compliant:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which supports both commercial and residential development.

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 - FS22-1295 Surprise City Center Final Plat - Staff Report (2)
 2. 01 - FS22-1295 Surprise City Center Final Plat - Vicinity Map
 3. 02 - FS22-1295 City Center Surprise Final Plat - Zoning Map
 4. 03 - FS22-1295 Surprise City Center Final Plat - Final Plat
 5. 04 - FS22-1295 Surprise City Center Final Plat - Landscape Plan
 6. 05 - FS22-1295 Surprise City Center Final Plat - Wall Plan
 7. 06 - FS22-1295 Surprise City Center Final Plat - Wall Plan Details
 8. 07 - FS22-1295 Surprise City Center Final Plat - Luke AFB Letter
 9. FS22-1295 City Center Surprise - Final Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS22-1295

Project Name: Surprise City Center – Final Plat

Council District: 5 - Palm

City Council Date: December 5, 2023

Planner: Chris Sexton, Planner II

Owner: Gehan Homes of Arizona, LLC

Applicant: Mark Beck with Beck Consulting Group

Request: Final Plat for 130 lots

Site Location: Generally located at the southwest corner of Luke Parkway and Litchfield Road

Site Size: 11.83 gross acres (approx.)

Density: 10.98 DU/Ac

General Plan

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

Findings:

- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-0192.
- The proposed Final Plat is consistent with the Surprise City Center Planned Area Development (PAD).
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

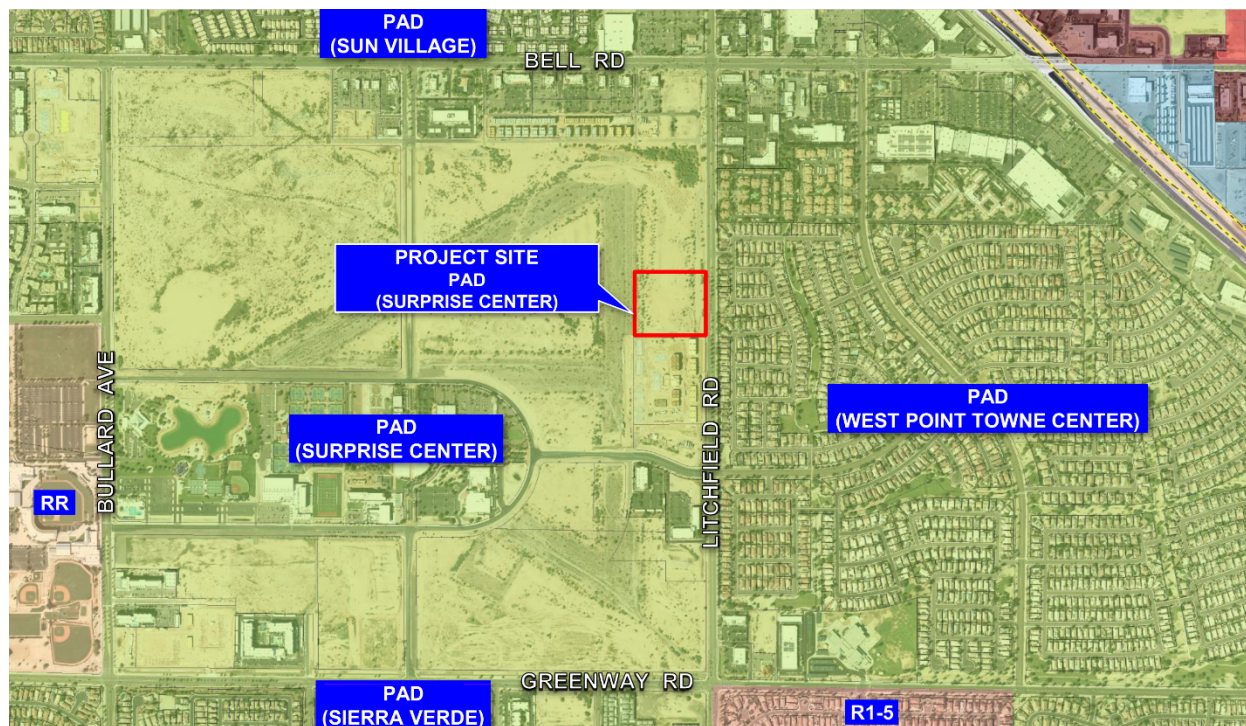
PROJECT DESCRIPTION:

Mark Beck with Beck Consulting Group, on behalf of Gehan Homes of Arizona, LLC, requests approval of a Final Plat for Gehan at Surprise Center. The applicant seeks to subdivide the subject property into 130 lots over approximately 11.83 acres, for a gross density of 10.98 DU/Ac. The proposal is to build a single-family subdivision where the lot

product will be attached single-family townhomes on individually platted lots. The subject site is located at the southwest corner of Luke Parkway and Litchfield Road.

SURROUNDING LAND ZONING:

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



BACKGROUND:

June 12, 1980: The subject property was annexed into the City of Surprise by the Mayor and City Council under Ordinance 80-03.

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

May 19, 2022: The Preliminary Plat was approved by Planning and Zoning Commission under case FS22-0192.

September 20, 2022: The applicant submitted for the Final Plat under the subject case.

ANALYSIS AND DISCUSSION:

The subject request involves the platting of 130 lots for townhomes. The proposed lots will range from a minimum 22' to 28' in lot width and will be 66' in lot depth. There are a total of 130 lots over approximately 11.83 acres for a density of 10.98 DU/Ac.

In 1949, the City of Phoenix acquired the square mile, now known as City Center, from the United States of America War Assets Administrator. The land was turned over with restrictions limiting the type of activity that could occur on the land as it was utilized as an Auxiliary Field for Luke Air Force Base.

In 2000, when the City of Phoenix sold the land to the City of Surprise and Surprise Center Development, those restrictions transferred with the land. As the northwest valley has expanded and the City of Surprise has grown, the desire to remove those restrictions to allow full use of the property was sought. In 2013, the City of Surprise and the City of Phoenix entered into an Intergovernmental Agreement (IGA) allowing the City of Surprise to manage the deed restriction removal process. This process gives the City of Surprise the ability to decide the type of development in the City Center.

The owner of the Surprise City Center Final Plat is seeking to remove those restrictions. Per the City of Surprise's process, in accordance with the IGA, the restrictions will be removed upon approval of the Final Plat by the City Council.

Access

There are two access points for the project. The primary access to the neighborhood will be from Luke Parkway, and the second access point will be from 140th Avenue.

Open Space & Landscaping

On-site open space areas include landscape buffering, pedestrian pathways and amenities, dog facilities, and park areas. The primary amenity area is centrally located to minimize travel distances for residents. This area includes a community swimming pool, turf, ramada with seating area.

The landscape plant palette utilizes a low water use plant list while creating a lush environment. Landscaping along Litchfield Road provides a buffer between the roadway and the development, and pedestrian oriented landscaping along 140th Avenue helps create a multimodal streetscape.

Walls

Each lot will have private rear yards enclosed by 6-foot tall PVC vinyl fence with self-latching gates. A majority of the swimming pool amenity area will be enclosed by a 6-foot full view fence with a pedestrian gate that will connect with a solid wall located on the westerly side of the amenity site.

Utility and Services Table:

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

Conformance with Adopted Plans:

This project is located within the Multiple Use Character Area of the General Plan. The proposed subdivision adheres to the design guidelines of the character area which allows for residential development in a suburban neighborhood.

Reviewing Agencies:

All City reviewing departments have reviewed the request and expressed no objections. The subject Final Plat was also routed to external reviewing agencies and expressed no objections with the exception of the following comment:

Luke Air Force Base: In a memo dated February 14, 2022, Luke Air Force Base stated that the Surprise Center PAD is grandfathered into a maximum density prior to the adoption of their Graduated Density Concept (GDC). Luke AFB also encouraged a strong notification program on the part of the applicant.

Summary:

The subject Preliminary Plat meets the requirements of the Surprise General Plan, the Surprise City Center PAD, in addition to other applicable requirements.

Findings:

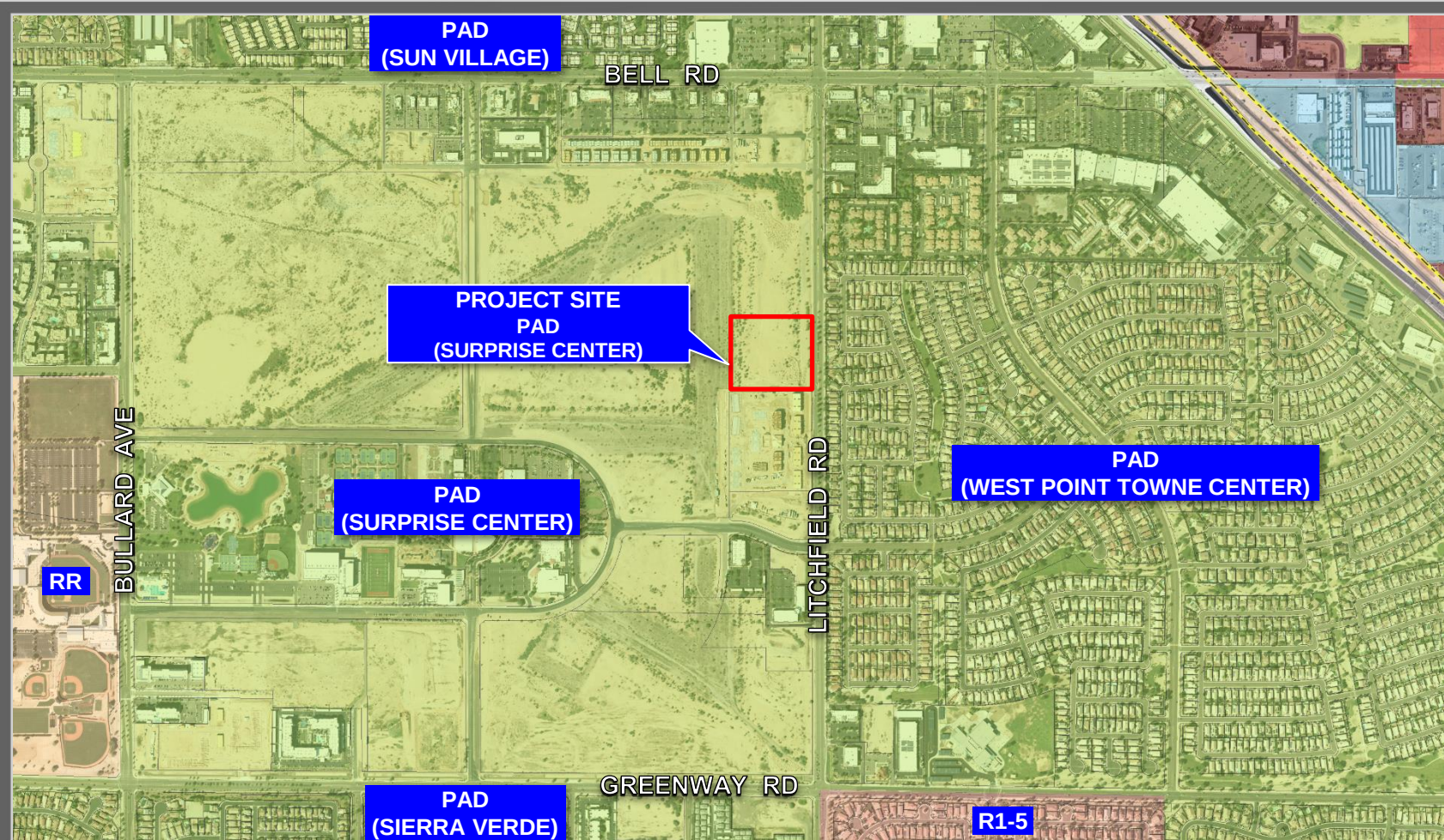
- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-0192.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Attachments:

01 Vicinity Map
 02 Zoning Map
 03 Final Plat
 04 Landscape Plan
 05 Wall Plan
 06 Wall Plan Details
 07 Luke AFB Letter
 PPT



FS22-1295 VICINITY MAP



FS22-1295 ZONING MAP

DEDICATIONS

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT SURPRISE CENTER DEVELOPMENT COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND GEHAN HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF "GEHAN AT SURPRISE CENTER ", A SUBDIVISION LOCATED IN A PORTION OF THE EAST HALF OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, AS SHOWN AND AS AND FOR THE PLAT OF "GEHAN AT SURPRISE CENTER" PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

OWNERS HEREBY GRANT 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 INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNERS HEREBY GRANT TO THE CITY OF SURPRISE A PERPETUAL NON--EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER / SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER / SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

OWNERS HEREBY GRANT TO THE CITY OF SURPRISE A PERPETUAL EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATERLINE EASEMENT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATERLINES.

OWNERS HEREBY GRANT 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.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNERS 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.

GRANTORS HEREBY GRANT AND CONVEY TO THE CITY OF SURPRISE A PERPETUAL, EXCLUSIVE EASEMENT OVER THE EASEMENT AREAS FOR INSTALLATION AND MAINTENANCE OF WATER METERS.

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

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

IN WITNESS WHEREOF, OWNERS HAVE HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS

DATED THIS _____ DAY OF _____, 2023.

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

BY: _____
RICHARD B. WEST, III,

ITS: _____

BY: GEHAN HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, SURPRISE CENTER DEVELOPMENT COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, GEHAN HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

FINAL PLAT
FOR
GEHAN AT SURPRISE CENTER"

A REPLAT OF LOT 7 OF "LEON CAPITAL GROUP AT SURPRISE CENTER" AS RECORDED IN
BOOK _____, PAGE _____, M.C.R.

A PART OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH,
RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

AVIGATION EASEMENT

SURPRISE CENTER DEVELOPMENT COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND GEHAN HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNERS") DO HEREBY GRANT, BARGAIN, SELL AND CONVEY UNTO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF), ITS SUCCESSORS AND ASSIGNS, A NON--EXCLUSIVE PERPETUAL AND PERMANENT AVIGATION EASEMENT, OVER AND ACROSS THE PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT WILL INCLUDE BUT NOT BE LIMITED TO THE RIGHT TO FLY AIRCRAFT OVER THE EASEMENT AREA TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT LUKE AIR FORCE BASE. GRANTOR WILL NOT ALLOW ANYTHING TO IMPEDE THE USAF'S USE OF THIS AVIGATION EASEMENT.

BY: SURPRISE CENTER DEVELOPMENT COMPANY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ DATE: _____

BY: GEHAN HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ DATE: _____

RELEASE OF LIABILITY

SURPRISE CENTER DEVELOPMENT COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND GEHAN HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNERS") DO 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 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.

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

SURPRISE CENTER DEVELOPMENT COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND GEHAN HOMES OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("OWNERS") DO HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, (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.

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

PUBLIC NOTICE

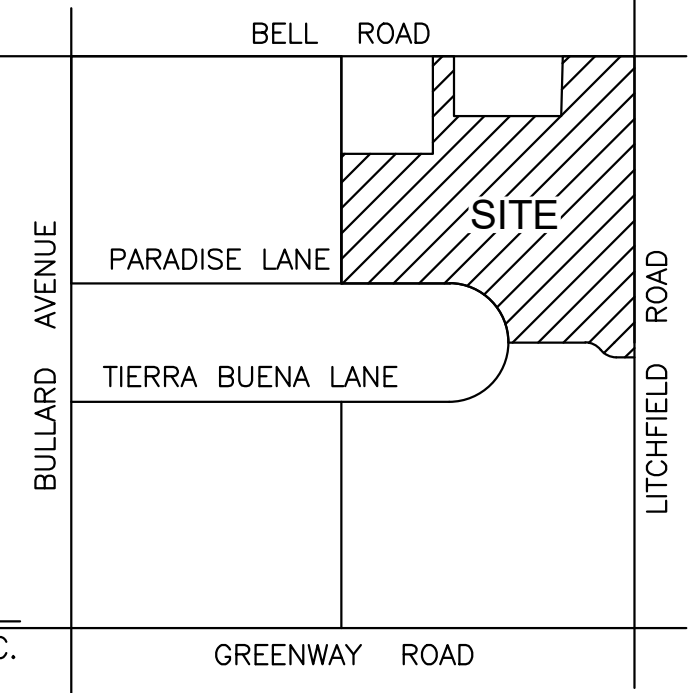
THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT 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.

LOT AREA SUMMARY TABLE

AREA	SQ. FT.	ACRES
LOCAL STREETS	54,323.00	1.25
ARTERIAL/COLLECTOR	36,646.42	0.84
LOTS	209,352.00	4.81
TRACTS	214,941.80	4.93
TOTAL (GROSS)	515,263.22	11.83

(TRACT A USE: INGRESS/EGRESS, LANDSCAPE, RETENTION, UTILITY EASEMENT, DRAINAGE EASEMENT)

RECORDER



VICINITY MAP

SCALE: N.T.S. SEC. 4 T.3N., R.1W.



SURVEYOR

OWNER

SURPRISE CENTER DEVELOPMENT COMPANY, L.L.C.
11811 N. TATUM BLVD., STE. 4052
PHOENIX, AZ 85028
CONTACT: SCOTT PHILLIPS
PH: (602) 953-8708

OWNER

GEHAN HOMES OF ARIZONA, LLC
1504 W. FOUNTAINHEAD PARKWAY, STE. 150
TEMPE, AZ 85282
CONTACT: MARK MOSKAL
PH: (480) 646-5950

GENERAL NOTES

- THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT AS APPROVED UNDER CITY OF SURPRISE CASE FS22-0192.
- FIRE SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
- NO ON--SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.
- THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE".
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.
- THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS--OF--WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.
- LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT--OF--WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.
- WHERE NO PUBLIC UTILITY EASEMENT IS PROVIDED, DRY UTILITIES WILL BE LOCATED INTERNAL TO THE PROJECT SITE AND EASEMENTS PROVIDED FOR DRY UTILITIES AS REQUIRED.

FLOOD ZONE

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1240L AND 04013C1240L, WITH EFFECTIVE DATES OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

BASIS OF BEARING

NORTH 89 DEGREES 09 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON INSTRUMENT NO.: 2001-1090773, RECORDS OF MARICOPA COUNTY, AZ.

100 YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE MOUNTAIN VISTA PUBLIC WATER SYSTEM 04-07-500 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

LAND SURVEYOR'S CERTIFICATION:

THE IS TO CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES DESCRIBED HEREON WERE MADE UNDER MY DIRECTION AND THIS PLAT IS CORRECT AND ACCURATE AND THE FOUND MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: *Brett L. Nowacki*
BRETT NOWACKI
REGISTERED LAND SURVEYOR # 41896

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY OF _____, 20____,
ATTEST:

MAYOR

CITY CLERK

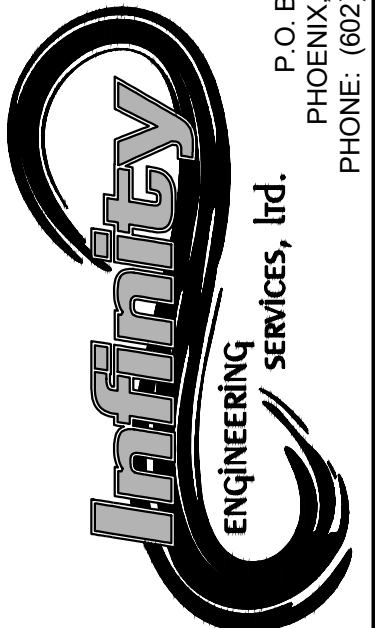
FS22-1295

OWNERS
SURPRISE CENTER DEVELOPMENT COMPANY, LLC GEHAN HOMES OF ARIZONA, LLC
PREPARED FOR
BECK CONSULTING ENGINEERS 2942 N. 24TH STREET #114 PHOENIX, AZ 85016 (602) 943-6200
PROPERTY INFO
A PART OF THE EAST 1/2 OF SECTION 4, T-3N, R-1W, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

FINAL PLAT
"GEHAN AT SURPRISE CENTER"
COVER SHEET

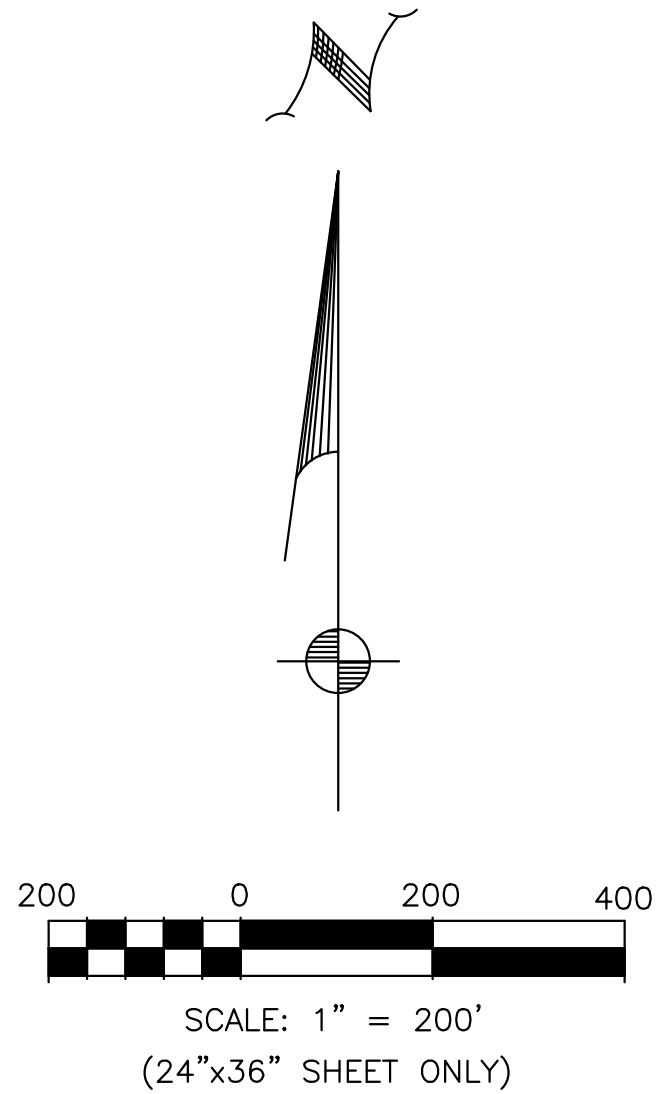
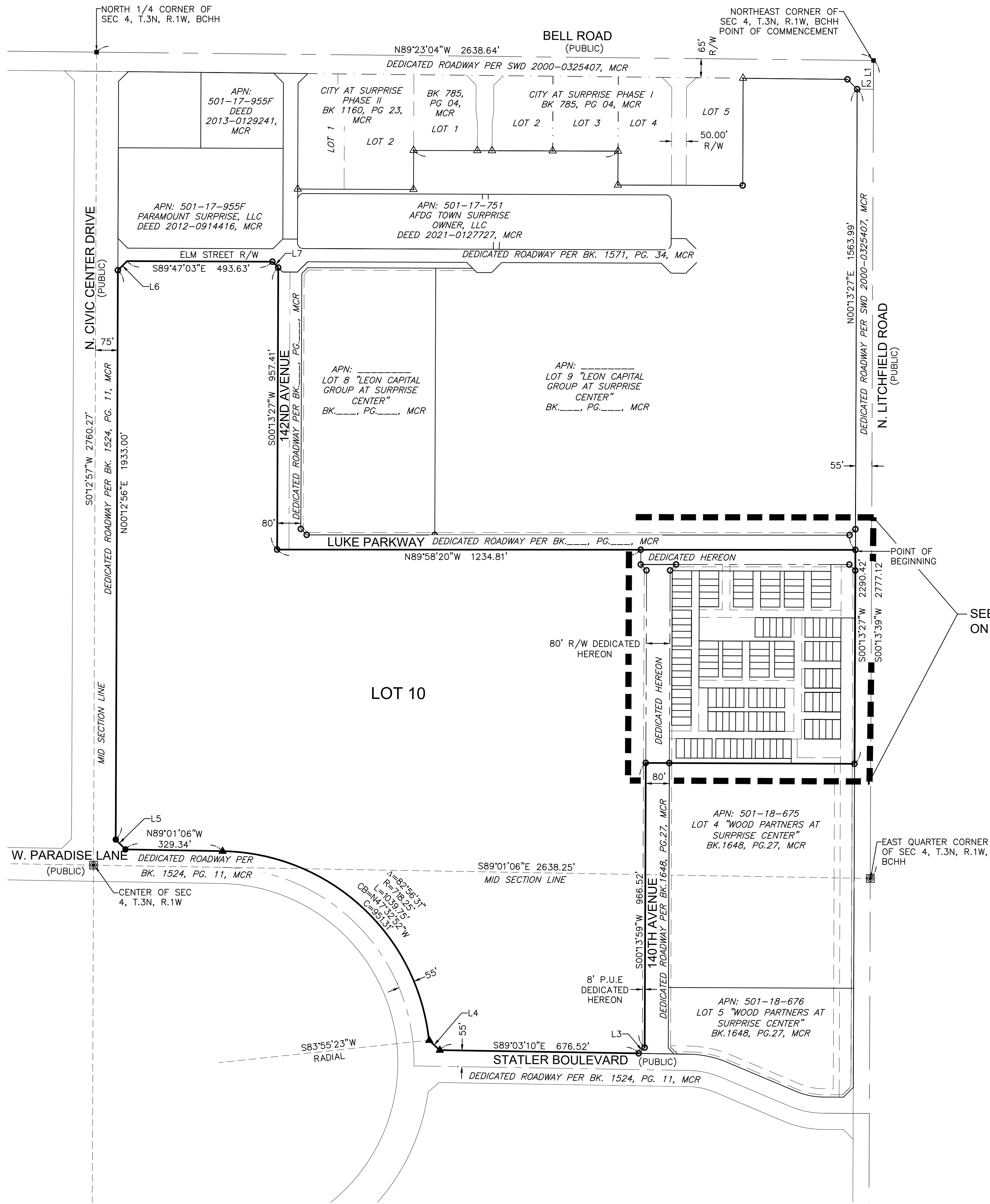
A PART OF THE EAST 1/2 OF SECTION 4, T-3N, R-1W
MARICOPA COUNTY, ARIZONA

DRAWN BY:	BLN
CHECKED BY:	AJW
DATE:	08/22/2022
SCALE:	AS SHOWN
PROJECT #:	16042
LAST MODIFIED:	12/23/2022
LAST MODIFIED BY:	BLN



SHEET	OF
1	3

PL1



LEGAL DESCRIPTION

A PORTION OF THE EAST HALF OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 4 LIES NORTH 89°23'04" WEST 2638.64 FEET;
THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 NORTH 89°23'04" WEST 442.19 FEET; THENCE SOUTH 00°36'56" WEST 65.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF BELL ROAD AND THE POINT OF BEGINNING;
THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°23'04" EAST 387.63 FEET TO THE WEST RIGHT OF WAY OF LITCHFIELD ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00°13'27" WEST 2290.42 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE NORTH 89°46'01" WEST 628.94 FEET; THENCE NORTH 89°46'01" WEST 80.00 FEET; THENCE SOUTH 00°13'59" WEST 966.52 FEET; THENCE SOUTH 45°54'32" EAST 48.94 FEET; THENCE NORTH 89°03'10" WEST 676.52 FEET; THENCE NORTH 46°54'32" WEST 48.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE CENTER OF WHICH LIES SOUTH 83°55'23" WEST 718.25 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°56'31" A DISTANCE OF 1039.75 FEET; THENCE NORTH 89°01'06" WEST 329.34 FEET; THENCE NORTH 44°24'05" WEST 47.00 FEET; THENCE NORTH 00°12'56" EAST 1933.00 FEET; THENCE NORTH 00°12'57" EAST 108.12 FEET; THENCE SOUTH 44°47'03" EAST 46.67 FEET; THENCE SOUTH 89°47'03" EAST 493.65 FEET; THENCE NORTH 45°12'57" EAST 46.67 FEET; THENCE NORTH 00°13'38" EAST 529.71 FEET; THENCE NORTH 44°35'05" EAST 46.83 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF BELL ROAD; THENCE ALONG SAID RIGHT OF WAY SOUTH 89°23'04" EAST 115.89 FEET; THENCE SOUTH 45°22'52" WEST 46.47 FEET; THENCE SOUTH 00°12'57" WEST 359.57 FEET; THENCE SOUTH 89°45'36" EAST 393.23 FEET; THENCE NORTH 00°12'57" EAST 132.95 FEET; THENCE SOUTH 89°47'03" EAST 694.23 FEET; THENCE SOUTH 00°13'27" WEST 114.95 FEET; THENCE SOUTH 89°47'03" EAST 423.83 FEET; THENCE NORTH 00°12'43" EAST 364.24 FEET TO THE POINT OF BEGINNING.

SEE ENLARGEMENT
ON SHEET 3

OWNER
SURPRISE CENTER DEVELOPMENT CO., LLC.
GEHAN HOMES OF ARIZONA, LLC.
PREPARED FOR
BECK CONSULTING ENGINEERS 2942 N. 24TH STREET #114 PHOENIX, AZ 85016 (602) 943-6200
PROPERTY INFO
A PART OF THE EAST 1/2 OF SECTION 4, T-3N, R1W, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

FINAL PLAT
"GEHAN AT SURPRISE CENTER"
A PART OF THE EAST 1/2 OF SECTION 4, T-3N, R-1W
MARICOPA COUNTY, ARIZONA

DRAWN BY:	BLN
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DATE:	08/22/2022
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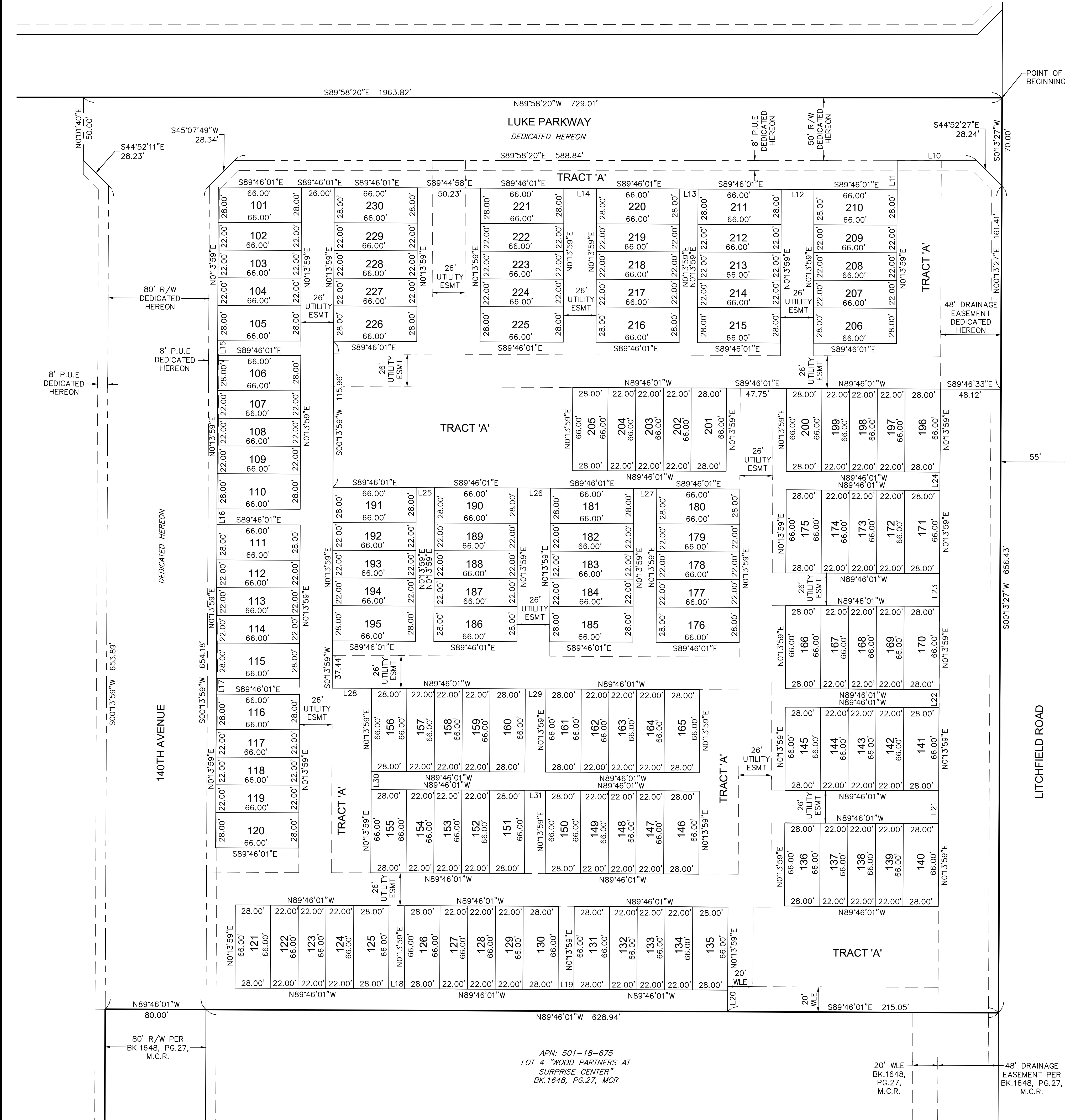
Infinity
ENGINEERING
services, ltd.

P.O. BOX 88034
PHOENIX, AZ 85080
PHONE: (602) 670-8635

Brett L. Nowacki
01/24/23

SHEET	2	OF	3
PL2			

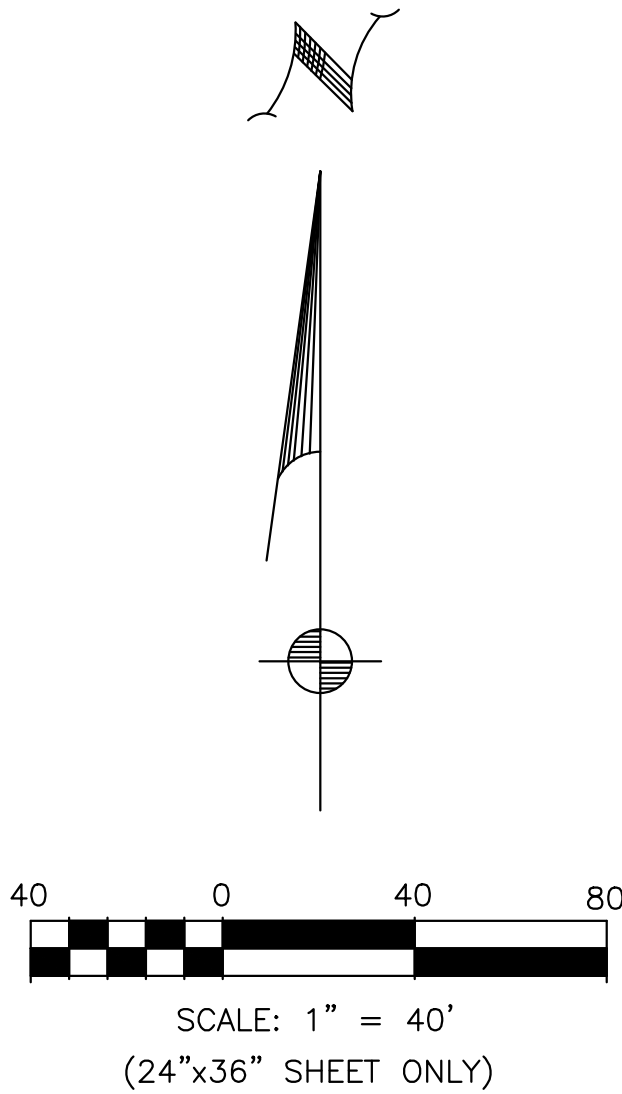
FS22-1295



- LEGEND
- APN ASSESSORS' PARCEL NUMBER
 - FND FOUND
 - (C) CALCULATED
 - (R) RECORDED
 - (M) MEASURED
 - R/W RIGHT OF WAY
 - R.L.S. REGISTERED LAND SURVEYOR
 - M.C.R. MARICOPA COUNTY RECORDER
 - P.U.E. PUBLIC UTILITY EASEMENT
 - BK. PG. BOOK AND PAGE
 - WLE WATERLINE EASEMENT
 - FND SURVEY MONUMENT
 - FND ALUM CAP COS 19820
 - ▲ FND ALUM CAP RLS 52139
 - △ FND ALUM CAP RLS 44007
 - SET REBAR W/CAP RLS 41896
 - SUBDIVISION PROPERTY LINE
 - LOT LINE
 - EASEMENT LINE
 - - - EXISTING PROPERTY LINE

LINE TABLE		
LINE	LENGTH	BEARING
L1	97.63	N0° 13' 27"E
L2	55.00	N89° 46' 21"W
L3	28.11	N45° 35' 24"E
L4	48.94	N46° 54' 32"W
L5	47.00	N44° 24' 05"W
L6	44.01	N45° 12' 57"E
L7	28.16	S44° 46' 34"E
L10	63.08	N89° 58' 20"W
L11	23.12	N0° 01' 40"E
L12	26.00	S89° 46' 01"E
L13	14.50	S89° 46' 01"E
L14	26.00	S89° 46' 01"E
L15	11.50	N0° 13' 59"E
L16	12.50	N0° 13' 59"E
L17	12.50	N0° 13' 59"E

LINE TABLE		
LINE	LENGTH	BEARING
L18	12.50	S89° 46' 01"E
L19	12.50	S89° 46' 01"E
L20	17.11	S0° 13' 59"W
L21	26.00	N0° 13' 59"E
L22	14.50	N0° 13' 59"E
L23	26.00	N0° 13' 59"E
L24	14.50	N0° 13' 59"E
L25	14.50	S89° 46' 01"E
L26	26.00	S89° 46' 01"E
L27	18.39	S89° 46' 01"E
L28	31.25	S89° 46' 01"E
L29	16.39	S89° 49' 16"E
L30	14.52	N0° 13' 59"E
L31	16.39	S89° 46' 01"E



OWNER

SURPRISE CENTER DEVELOPMENT, LLC,
GEHAN HOMES OF ARIZONA, LLC

PREPARED FOR

BECK CONSULTING ENGINEERS
2942 N. 24TH STREET #114
PHOENIX, AZ 85016
(602) 943-6200

PROPERTY INFO

A PART OF THE EAST 1/2 OF
SECTION 4, T-3N, R1W,
CITY OF SURPRISE,
MARICOPA COUNTY, ARIZONA

FINAL PLAT

"GEHAN AT SURPRISE CENTER"

A PART OF THE EAST 1/2 OF SECTION 4, T-3N, R-1W
MARICOPA COUNTY, ARIZONA

DRAWN BY: BLN

CHECKED BY: BLN

DATE: 08/22/2022

SCALE: AS SHOWN

PROJECT #: 1694

LAST MODIFIED: 12/23/2022

LAST MODIFIED BY: BLN

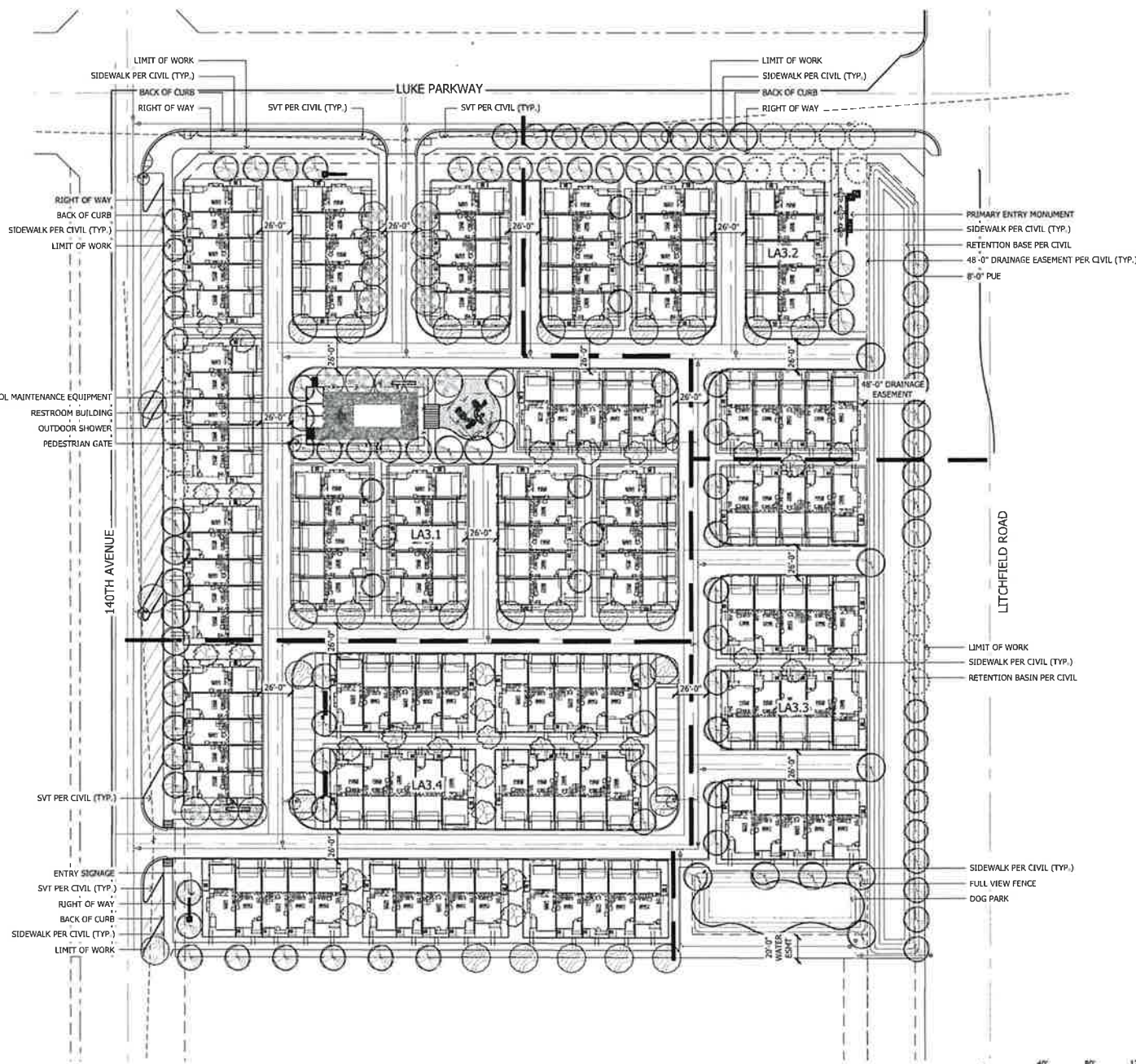
P.O. BOX 88034
PHOENIX, AZ 85080
PHONE: (602) 676-8635

SHEET 3

OF 3

PL3

FS22-1295



PLANT MATERIALS LEGEND

Tree	Caliper (in.)	Height (ft.)	Width (ft.)	Box (in.)	Qty
Casatopia calceola	2" Min.	8.0-10.0	3.0-6.0	36"	30
Casatopia					
Chamaecyparis humilis		14'-0" Ht.			3
Mediterranean Fan Palm	2" Min.	8.0-10.0	5.0-7.0	36"	32
Chilopsis linearis					
Desert Willow	2" Min.	6.0-8.0	3.0-4.0	24"	18
Olea europaea 'Wilsoni'					
Wilsoni Olive		14'-0" Ht.			16
Phoenix dactylifera					
Date Palm	2" Min.	12.0-14.0	6.0-8.0	36"	30
Podocarpus chinensis					
Chinese Podocarpus	2" Min.	8.0-10.0	6.0-8.0	36"	30
Prosopis glandulosa					
Thornless Honey Mesquite	2" Min.	8.0-10.0	6.0-8.0	36"	30
Quercus virginiana 'Cathedral'					
Cathedral Live Oak	2" Min.	10.0-12.0	3.0-4.0	24"	65

Extra Large Shrub	Size	Qty	Small Shrub	Size	Qty
Callistemon citrinus	15 gal.	16	Calliandra eriophylla	5 gal.	182
Lemon Bottlebrush			Pink Fairy Duster		
Cordia alliodora	5 gal.	6	Myrtus communis 'compacta'	5 gal.	155
Anacardium			Dwarf Myrtle		
Tecoma x 'Belts of Fire'	5 gal.	27	Rhus ovata	5 gal.	9
Tecoma x 'Sunrise'			Sugar Bush		
Sunrise	15 gal.	12	Salvia leucantha	5 gal.	164
			Mexican Bush Sage		
Large Shrubs	Size	Qty	Groundcovers	Size	Qty
Calliandra californica	5 gal.	70	Baccharis 'Centennial'	5 gal.	39
Red Fairy Duster			Centennial Baccharis		
Cordia alliodora	5 gal.	36	Covillea maurandica	5 gal.	301
Desert Cassia			Ground Morning Glory		
Dalea pulchra	5 gal.	45	Lantana montevidensis	5 gal.	261
Pea Bush			Purple Trailing Lantana		
Justicia californica	5 gal.	39	Pyrostachys kotschyana 'Red Elf'	5 gal.	307
Red Chuparosa			Dwarf Pyracantha	5 gal.	234
Leucophyllum frutescens	5 gal.	34	Rosmarinus officinalis 'Prostratus'	5 gal.	307
Texas Sage			Trailing Rosemary		
Medium Shrubs	Size	Qty	Cacti/ Accents	Size	Qty
Dalea frutescens	5 gal.	56	Agave parryi 'truncata'	5 gal.	136
Black Datura			Parry's Agave		
Justicia taroifera	5 gal.	55	Agave utahensis	5 gal.	72
Mexican Honeysuckle			Webber's Agave		
Leucophyllum zygophyllum	5 gal.	110	Aloe hyb. 'Blue Elf'	5 gal.	249
Cimarron Sage			Blue Elf Aloe		
Persea grandis 'Petite Pink'	5 gal.	56	Eriogonum gracilis	5 gal.	193
Petite Pink Oleander			Blonde Ambition		
Rosemary	5 gal.	134	Dasyliyon wheeleri	5 gal.	141
Rosmarinus officinalis			Desert Spoon		
Simmondsia chinensis 'Vista'	5 gal.	105	Echinocereus engelmannii	5 gal.	9
Compact Jojoba			Hedgehog Cactus		
Vines	Size	Qty	Hesperaloe parviflora 'Brake Lights'	5 gal.	197
Anthurium leptopus	5 gal.	79	Brake Lights Red Yucca		
Queen's Wreath			Muhlenbergia capillaris	5 gal.	104
Inverts			'Regal Mist'		
1/2" Screened, Mahogany: Rock Pros USA			Muhlenbergia rigens	5 gal.	72
2" Depth in Planting Areas			Yucca baccata	5 gal.	16
			Banana Yucca		
			Yucca pallida	5 gal.	184
			Pale Leaf Yucca		

NOTES:

1. QUANTITIES SHOWN FOR SUBMITTAL PURPOSES ONLY.
2. ALL QUANTITIES SHOWN ARE FOR THE LANDSCAPE ARCHITECT'S ESTIMATING PURPOSES ONLY AND THEREFORE ARE NOT GUARANTEED. THE CONTRACTOR SHALL CALCULATE QUANTITIES BASED ON THIS DRAWING SET.
3. ALL TREES SHALL COMPLY WITH THE LATEST AMENDED EDITION OF THE "ARIZONA NURSERY ASSOCIATION - RECOMMENDED TREE SPECIFICATIONS." SEE SECTION 1503(G)(A), ZONING CODE.
4. PER CITY OF SURPRISE EDS CHAPTER 8, ALL LANDSCAPING SHALL BE LOCATED A MINIMUM OF FIVE (5) FEET FROM ANY FIRE HYDRANT, WATER METER, OR VAULT.
5. SIGHT DISTANCE REQUIREMENTS ON ARTERIALS AND COLLECTORS WILL ADHERE TO SURPRISE DETAIL 4-01. SIGHT VISIBILITY WITHIN THE UNOBSTRUCTED VIEW EASEMENT AREA AND IN FRONT OF STOP SIGNS MUST MEET OR EXCEED REQUIREMENTS IN SURPRISE DETAILS 4-01 AND 4-02. TREES, SHRUBS, AND OTHER LANDSCAPING ARE PERMITTED WITHIN SIGHT VISIBILITY TRIANGLE PROVIDED LBS, LEAVES, NEEDLES, OR OTHER FOLIAGE ARE KEPT BELOW 30 INCHES OR ABOVE 84 INCHES, PER SURPRISE EDS DETAIL 4-01.



Scale: 1"=40'



KEY MAP NOT TO SCALE

Gehan at Surprise Center
Preliminary Landscape Plans
A Part of the East 1/2 of Section 4, Township 3 North,
Range 1 West City of Surprise, Maricopa County, Arizona

AB LA GehanHOMES
1501 W. FOUNTAINHEAD PKWAY
310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281

DATE: 03-29-2023
ISSUED FOR DESIGN REVIEW
DRAWN BY: LC
CHECKED BY: MP
PERMIT NUMBER:
1522-0192

LA3.0
PG: 4 OF



SYMBOL	DESCRIPTION	DETAIL	QTY.
	SOLID WALL	DETAIL 1, SHEET LA6.1	28 LF
	FULL VIEW FENCE	DETAIL 2, SHEET LA6.1	210 LF
	PVC VINYL FENCE	DETAIL 4, SHEET LA6.1	4,708 LF
	PEDESTRIAN GATE	DETAIL 3, SHEET LA6.1	2 EA
	PVC VINYL GATE	DETAIL 5, SHEET LA6.1	130 EA
	MAILBOX KIOSK	DETAIL 6, SHEET LA6.1	2 EA
	PRIMARY ENTRY MONUMENT	DETAIL 1, SHEET LA6.2	1 EA
	ENTRY SIGNAGE	DETAIL 1, SHEET LA6.3	2 EA
	DIRECTIONAL SIGN WALL	DETAIL 9, SHEET LA6.1	2 EA

- GENERAL WALL NOTES**
1. ALL WALLS TO TERMINATE WITH END WALL COLUMN.
 2. QUANTITIES SHOWN ARE FOR BIDDING AND PERMITTING PURPOSES ONLY, CONTRACTOR TO VERIFY.
 3. CONTRACTOR TO VERIFY SIDEYARD RETURN LOCATIONS WITH HOMEOWNER PRIOR TO CONSTRUCTION (SIDEYARD RETURNS BUILT BY HOMEOWNER).
 4. CONTRACTOR TO INSTALL A 6" X 6" CONCRETE HEADER FROM END OF WALL CENTERED ON PROPERTY LINE TO BACK OF CURB OR SIDEWALK.
 5. QUANTITIES SHOWN FOR TOTAL LENGTHS OF ALL WALL PLAN SHEETS.



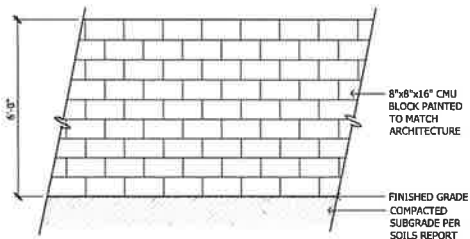
Gehan at Surprise Center
 Preliminary Landscape Plans
 A Part of the East 1/2 of Section 4, Township 3 North,
 Range 1 West City of Surprise, Maricopa County, Arizona

AB LA
 310 E. RIO SALADO PARKWAY
 TEMPE, ARIZONA 85281
 TEL: 480.838.8888
 FAX: 480.838.8889

DATE: 03-29-2022
 ISSUED FOR DESIGN ONLY
 DRAWN BY: L.C.
 CHECKED BY: M.P.
 PERMIT NUMBER:
 F52-0026

LA2.0

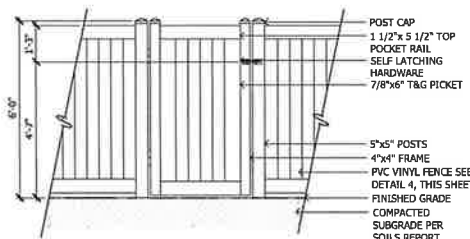
PG: 2 OF



ELEVATION

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

PVC VINYL GATE
DUMBLIS
PHONE: 886-719-5782
WEB: <http://www.dumblis.com>
MODEL: ASHFORTH
*OR APPROVED BY OWNER



ELEVATION

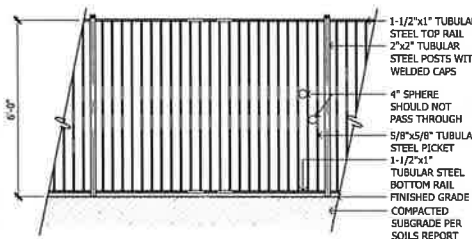
5 PVC Vinyl Gate
SCALE: 1/2"=1'-0"

SHADE STRUCTURE
CLASSIC RECREATION
11411 E. BEERY DRIVE
DEWEY, AZ 86327
PHONE: 800-697-2185
WEB: <http://www.shadesun.com>
MODEL: Mesa
*OR APPROVED BY OWNER



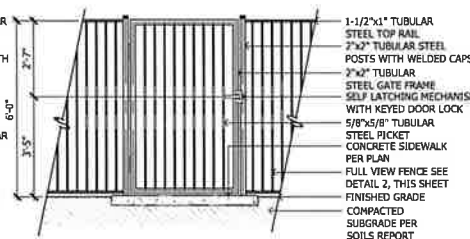
CHARACTER IMAGE

8 Shade Structure
SCALE: 1/2"=1'-0"



ELEVATION

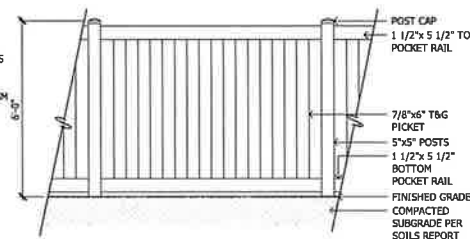
2 Full View Fence
SCALE: 1/2"=1'-0"



ELEVATION

3 Pedestrian Gate
SCALE: 1/2"=1'-0"

PVC VINYL GATE
DUMBLIS
PHONE: 886-719-5782
WEB: <http://www.dumblis.com>
MODEL: ASHFORTH
*OR APPROVED BY OWNER



ELEVATION

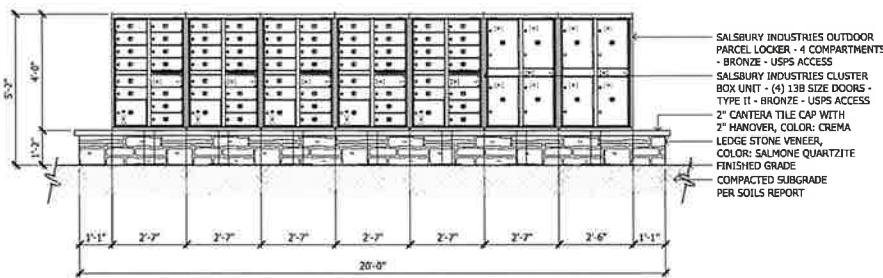
4 PVC Vinyl Fence
SCALE: 1/2"=1'-0"

MEADOWLAWN AGES 2-5
GAME TIME PLAY CORE
150 PLAYCORE DRIVE
SE FORTY PAYNE, ALABAMA 35967
PHONE: 800-235-2440
WEB: <http://www.game-time.com>
MODEL: PTE15M
*OR APPROVED BY OWNER



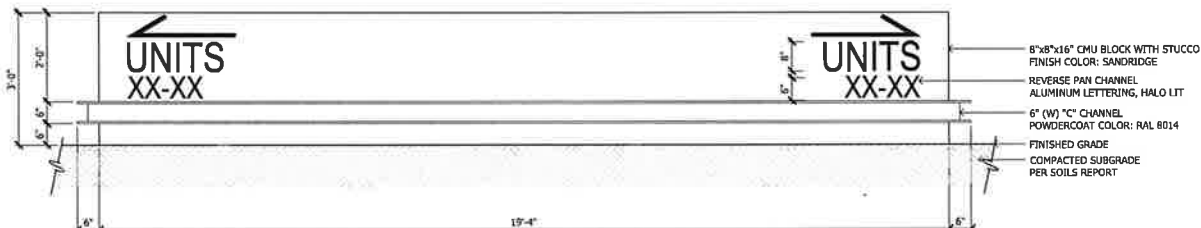
CHARACTER IMAGE

7 Meadowlawn Ages 2-5
SCALE: 1/2"=1'-0"



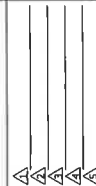
ELEVATION

6 Mailbox Kiosk Type 2
SCALE: 1/2"=1'-0"



ELEVATION

9 Directional Sign Wall
SCALE: 3/4"=1'-0"



Gehan at Surprise Center
Preliminary Landscape Plans
A Part of the East 1/2 of Section 4, Township 3 North,
Range 1 West City of Surprise, Maricopa County, Arizona

AB LA GehanHOMES
1501 W. FOUNTAINHEAD PKWAY
TEMPE, ARIZONA 85282



DATE: 03-26-2022
ISSUED FOR DESIGN REV.
DRAWN BY: L.C.
CHECKED BY: M.P.
PROJECT NUMBER:
PS2-0192

LA6.1
PG: 9 OF



**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

14 February 2022

Mr. Christopher P. Toale
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon St.
Luke AFB AZ 85309-1629

Ms. Lorraine Navarez
City of Surprise Planning Department
16000 North Civic Center Plaza
Surprise AZ 85374

Re: FS22-0192; Gehan at Surprise Center (a portion of APN: 501-18-570B)

Dear Ms. Navarez

Thank you for the opportunity to provide comments on the Gehan at Surprise Center application. The site is located on 11.1 acres at the southwest corner of Luke Parkway and Litchfield Road in Surprise, AZ. The request is to build a 130 single-family development with an overall density of 11.7 du/ac. This project is part of the larger 640 acres known as Surprise Center PAD (attached), finalized Jan 25, 2001, prior to implementation of A.R.S. § 28-8481. The development is located approximately 0.8 miles outside the Luke AFB 1988 JLUS 65 Ldn "high noise or accident potential zone" as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

Luke AFB follows the guidelines of the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, and a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 mile to 1 mile and a maximum of 6 du/acre from 1 to 3 miles. The above density of 11.7 du/ac falls outside these guidelines. While less density would be beneficial to Luke AFB flight operations and overall community safety, Luke AFB recognizes the Surprise Center PAD as grandfathered.

Since the property is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 13,000 flight operations per year 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 potential residents about Luke AFB operations.

If you have any questions, please contact my Community Planner, Mr. Mark James at (623) 856-6175.

Sincerely

TOALE.CHRISTOPHER.P.10396
HER.P.1039696165
Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2022.02.14 15:05:09 -07'00'

CHRISTOPHER P. TOALE

Attachment:
Surprise Center PAD, 25 Jan 2001

cc:
Colonel Luke B. Casper, Vice Commander, 56th Fighter Wing
Mr. Anthony Avitable, GS-13, General Law Attorney, 56th Fighter Wing



FS22-1295

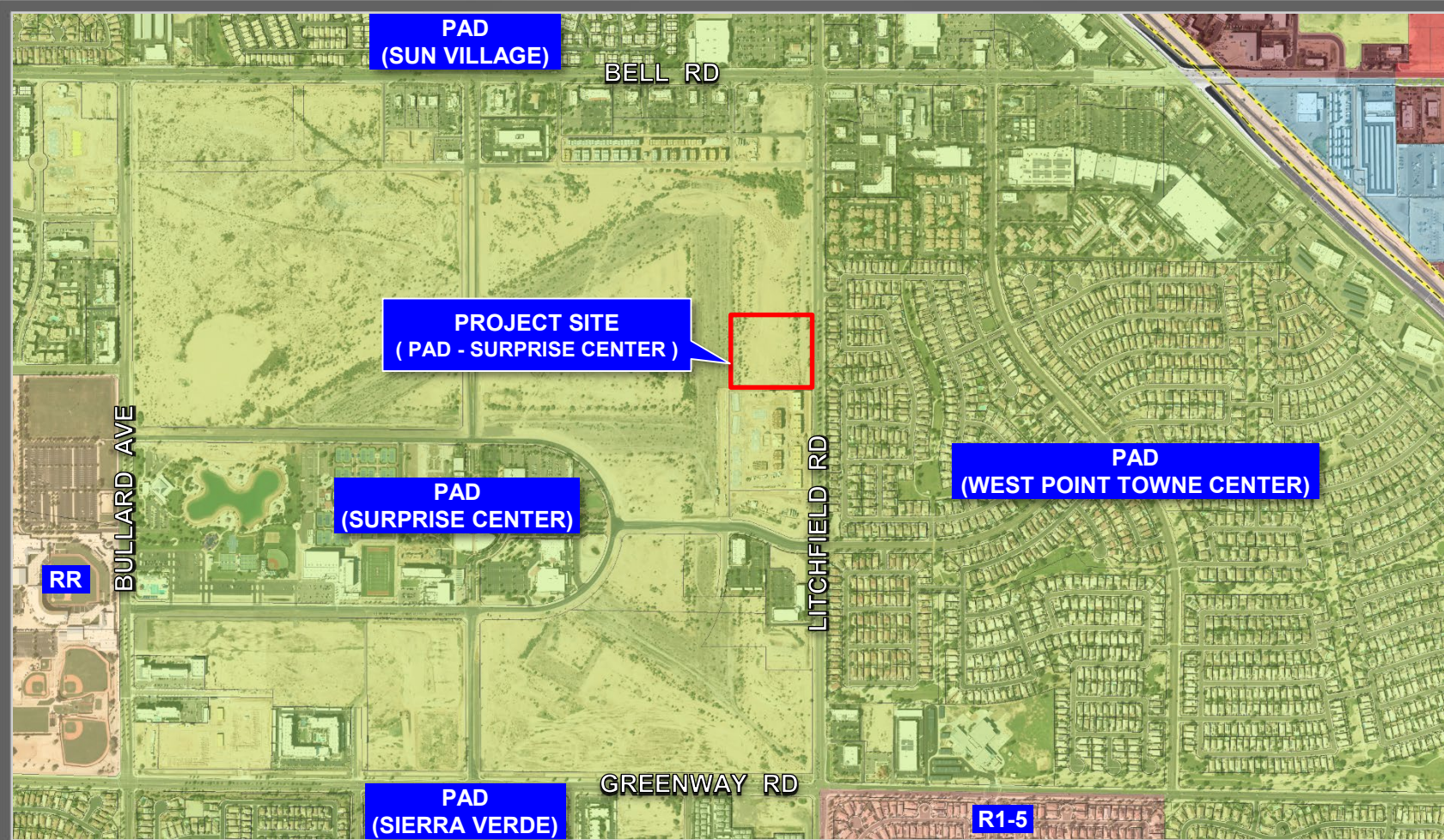
City Center Surprise

Final Plat

City Council
December 5, 2023

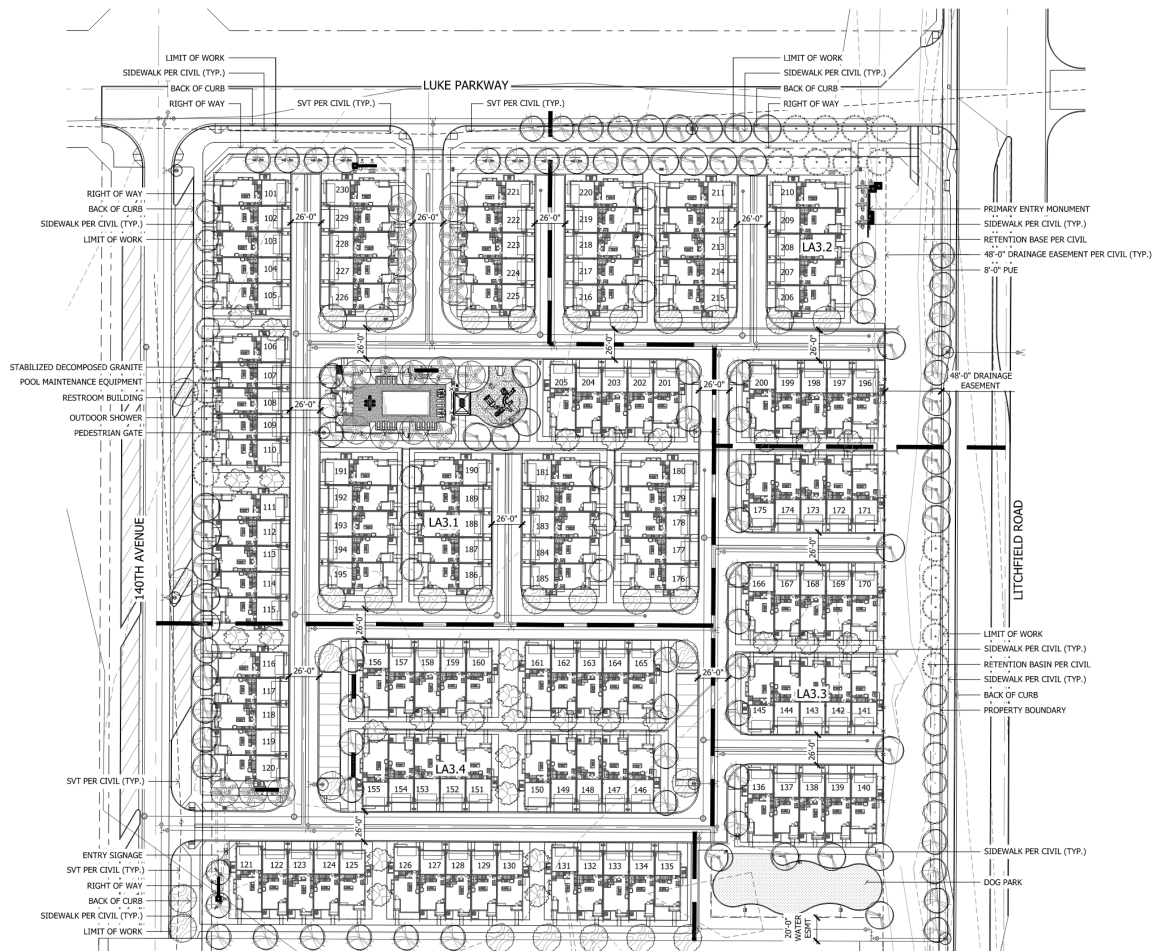


FS22-1295 VICINITY MAP



FS22-1295 ZONING MAP

- June 12, 1980:** The subject property was annexed into the City of Surprise by the Mayor and City Council under Ordinance 80-03
- January 25, 2001:** The Mayor and City Council approved the Surprise City Planned Area Development (PAD), case PAD00-105
- May 19, 2022:** The Preliminary Plat was approved by Planning and Zoning Commission, under case FS22-0192
- September 20, 2022:** The applicant submitted for the Final Plat, under subject case



PLANT MATERIALS LEGEND

Tree	Caliper (in.)	Height (ft.)	Width (in.)	Box	QTY
Caseiparia calacala	2" Min.	8.0-10.0	5.0-6.0	36" Box	30
Candole					
Chamaecyparis humilis			14'-0" HT.		3
Mediterranean Fan Palm	2" Min.	8.0-10.0	5.0-7.0	36" Box	32
Chilopsis linearis					
Desert Willow	2" Min.	6.0-8.0	3.0-4.0	24" Box	18
Olea europaea 'Willow'					
Phoenix Olive			14'-0" HT.		20
Phoenix dactylifera					
Date Palm					
Putaca chinensis	2" Min.	12.0-14.0	6.0-8.0	36" Box	31
Chinese Pistache					
Prosopis glandulosa	2" Min.	8.0-10.0	6.0-8.0	36" Box	19
Thornless Honey Mesquite					
Quercus virginiana 'Cathedral'	2" Min.	10.0-12.0	3.0-4.0	24" Box	61
Cathedral Live Oak					
Extra Large Shrubs	Size	Qty	Small Shrubs	Size	Qty
Callistemon citrinus	15 gal. 16		Callandea encophylla	5 gal. 204	
Callistemon citrinus			Pink Fairy Duster		
Cordia Boissieri			Myrtus communis 'compacta'	5 gal. 200	
Encophylla	5 gal. 6		Desert Yucca		
Tecoma x 'Bells of Fire'	5 gal. 20		Rhus ovata	5 gal. 120	
Bells of Fire			Sugar Bush		
Tecoma x 'Sunrise'	15 gal. 8		Salvia leucantha	5 gal. 198	
Sunrise			Mexican Bush Sage		
Large Shrubs	Size	Qty	Groundcovers	Size	Qty
Callandrea californica	5 gal. 99		Baccharis 'Centennial'	5 gal. 90	
Red Fairy Duster			Centennial Baccharis		
Croton nemophila	5 gal. 63		Coronilla mauritanica	5 gal. 900	
Desert Cassia			Ground Morning Glory		
Dalea pudica	5 gal. 47		Lantana montevidensis	5 gal. 240	
Pink Bush			Purple Trailing Lantana		
Justicia californica	5 gal. 65		Pyreanthus kirklandii 'Red Elf'	5 gal. 338	
Red Chuparras			Desert Pyreanthus		
Leucophyllum frutescens	5 gal. 32		Rozmarinus officinalis 'Prostratus'	5 gal. 994	
Toxas Sage			Trailing Rosemary		
Medium Shrubs	Size	Qty	Cacti/ Accents	Size	Qty
Dalea frutescens	5 gal. 117		Agave parryi 'Truncata'	5 gal. 114	
Black Dalea			Parr's Agave		
Justicia spicigera	5 gal. 62		Agave weberi	5 gal. 102	
Mexican Honeycreeper			Webber's Agave		
Leucophyllum angustifolium	5 gal. 129		Alae hys 'Blue Elf'	5 gal. 274	
Cinaron Sage			Blue Elf Aloe		
Nerium oleander 'Petite Pink'	5 gal. 158		Boulelous gracilis	5 gal. 135	
Petite Pink Oleander			Blonde Ambition		
Rozmarinus officinalis	5 gal. 109		Desert Spoon	5 gal. 87	
Rosemary			Hesperaloe parviflora 'BrakeLight'	3 gal. 308	
Stimmondia chinensis 'Vase'	5 gal. 191		BrakeLight Red Yucca		
Compact Jobba			Regal Mist		
Inerts			Mulleinberry capillaris	5 gal. 100	
1/2" Screened Decomposed Granite			Mulleinberry rigens		
2" Depth: Mahogany			Deer Grass	5 gal. 64	
See Detail 2, Sheet LA7.2	139,604 S.F.		Yucca baccata	5 gal. 16	
1/4" Minus Stabilized Decomposed Granite			Banana Yucca		
2" Depth: Mahogany			Yucca aloifolia	5 gal. 165	
See Detail 3, Sheet LA7.2	36 S.F.		Pale Leaf Yucca		
Hybrid Bermuda Turf - Hybrid			Vines	Size	Qty
See Detail 4, Sheet LA7.2	5,354 S.F.		Antigonon leptopus	5 gal. 79	
Wood Fiber			Queen's Wreath		
See Detail 2, Sheet LA6.8	1,726 S.F.				
Concrete Header - #5 W88					
Standard Color and Finish	316 L.F.				

Total Open Space: 4.77 acres

Active Open Space: 3.48 Acres

Passive Open Space: 1.29 Acres

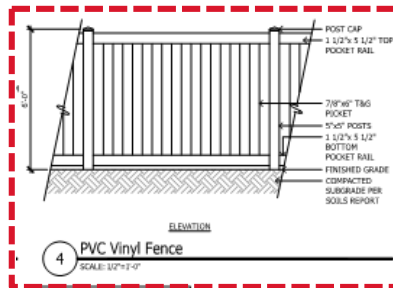
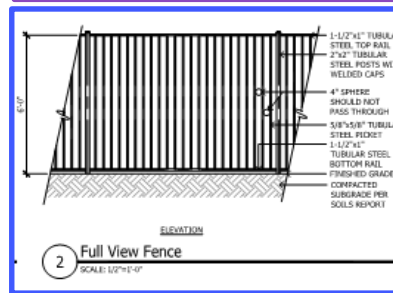
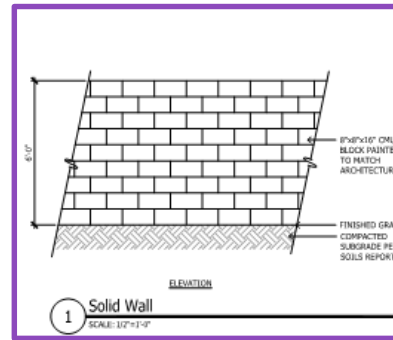
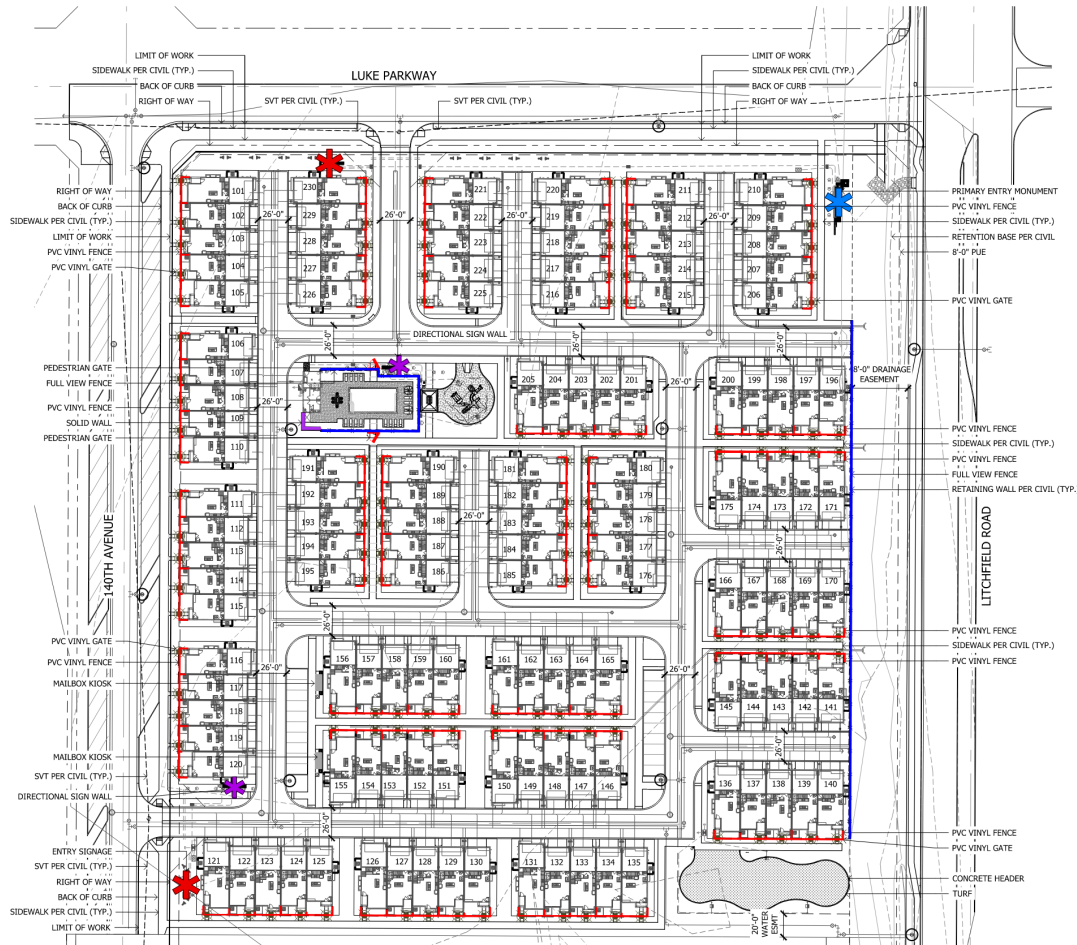
Amenity Site:

Pool

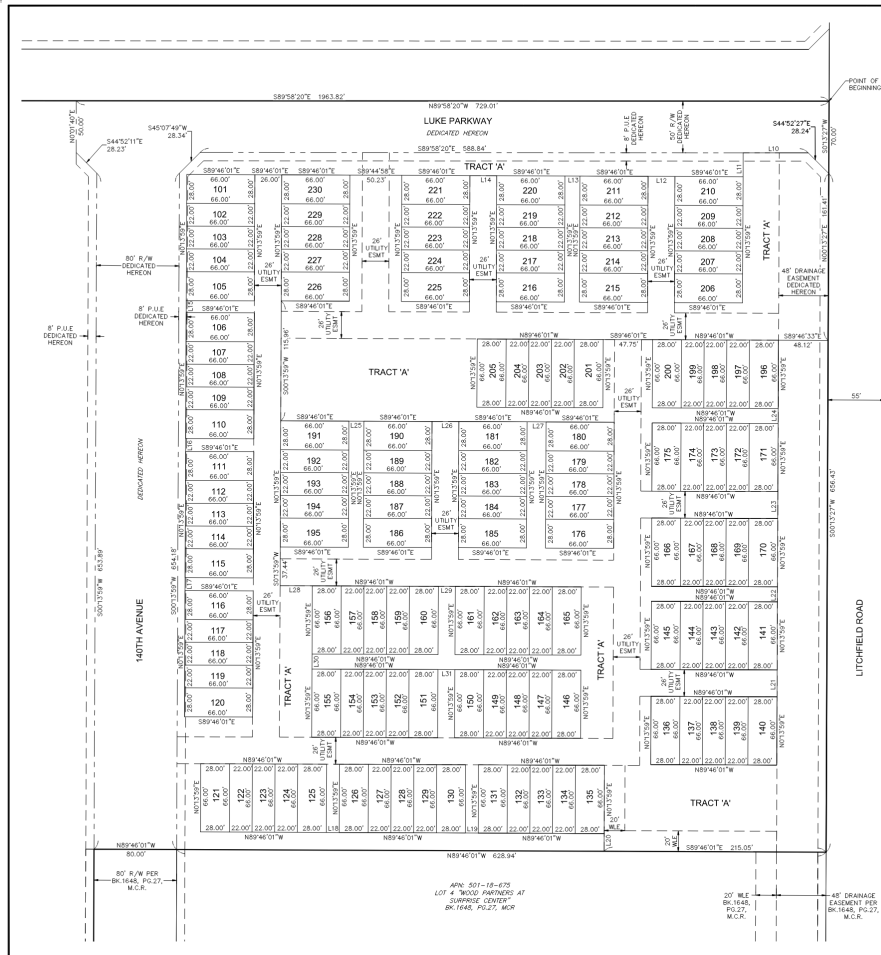
Tot Lot Area

Ramada

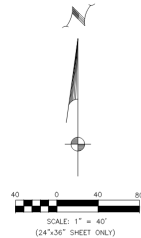
FS22-1295 LANDSCAPE



FS22-1295 WALL PLAN



- LEGEND**
- APN: ASSESSOR'S PARCEL NUMBER
 - FND: FOUND
 - (C): CALCULATED
 - (R): RECORDED
 - (M): MEASURED
 - R/W: RIGHT OF WAY
 - R.L.S.: REGISTERED LAND SURVEYOR
 - M.C.R.: MARICOPA COUNTY RECORDER
 - P.U.I.E.: PUBLIC UTILITY EASEMENT
 - B.O. & P.A.E.: BOOK AND PAGE
 - W. P.L.: WATERLINE EASEMENT
 - M.E.: METEOROLOGICAL EASEMENT
 - FND SURVEY MONUMENT
 - FND ALUM CAP COS 19820
 - FND ALUM CAP RLS 52139
 - FND ALUM CAP RLS 44007
 - SET REBAR W/CAP RLS 41896
 - LOT LINE
 - EASEMENT LINE
 - EXISTING PROPERTY LINE



Total gross acres: 11.83

Proposed number of lots: 130

DU/Ac: 10.99

OWNER	
SUNSHINE CHINA DEVELOPMENT, LLC	
SUNSHINE HOMES OF ARIZONA, LLC	
PREPARED FOR	
SUNSHINE CHINA DEVELOPMENT, LLC	
SUNSHINE HOMES OF ARIZONA, LLC	
PROPERTY INFO	
A PART OF THE EAST 1/2 OF SECTION 4, T-3N, R-1W, MARICOPA COUNTY, ARIZONA	
FINAL PLAT	
"GEHAN AT SURPRISE CENTER"	
A PART OF THE EAST 1/2 OF SECTION 4, T-3N, R-1W, MARICOPA COUNTY, ARIZONA	
CHECKED BY: BNL	DATE: 09/22/2022
CHECKED BY: BNL	DATE: 09/22/2022
PROJECT #:	1594
LAST MODIFIED BY: BNL	LAST MODIFIED: 11/22/2022
SHEET 3 OF 3	
PL3	

FS22-1295



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 5, 2023 Contact Person: Jani Wertin
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled “Replat Sycamore Farms Towne Center” and dated November 17, 2023, a property located at the southeast corner of Cactus Road and Loop 303; Case FS23-0333.

Motion:

I move to approve the Final Plat entitled, “Replat Sycamore Farms Towne Center” and dated November 17, 2023.

Background:

Ali Fakih of Sustainability Engineering Group seeks approval of a Final Plat of the subject property located at the southeast corner of Cactus Road and Loop 303. The proposed Final Plat adjusts the property lines of approximately 66.19 acres to create three (3) parcels.

Objective Analysis:

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

Policy Compliant:

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

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 - FS23-0333 Cactus Commercial Final Plat - Staff Report
 2. 01 - FS23-0333 Cactus Commercial Final Plat - Vicinity Map
 3. 02 - FS23-0333 Cactus Commercial Final Plat - Zoning Map
 4. 03 - FS23-0333 Cactus Commercial Final Plat - Final Plat
 5. 04 - FS23-0333 Cactus Commercial Final Plat - Final Plat Exhibit
 6. FS23-0333 Cactus Commercial Final Plat - PowerPoint
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS23-0333

Project Name: Cactus Commercial Final Plat

Council District: 3 – Mesquite

City Council Date: December 5, 2023

Planner: Jani Wertin, Planner II

Owner: KCI CACTUS 303, LLC

Applicant: Ali Fakh of Sustainability Engineering Group

Request: Final Plat to adjust the property lines of approximately 66.19 acres to create three (3) parcels.

Site Location: Located at the southeast corner of Cactus Road and Loop 303

Site Size: Approximately 66.19 gross acres

Findings:

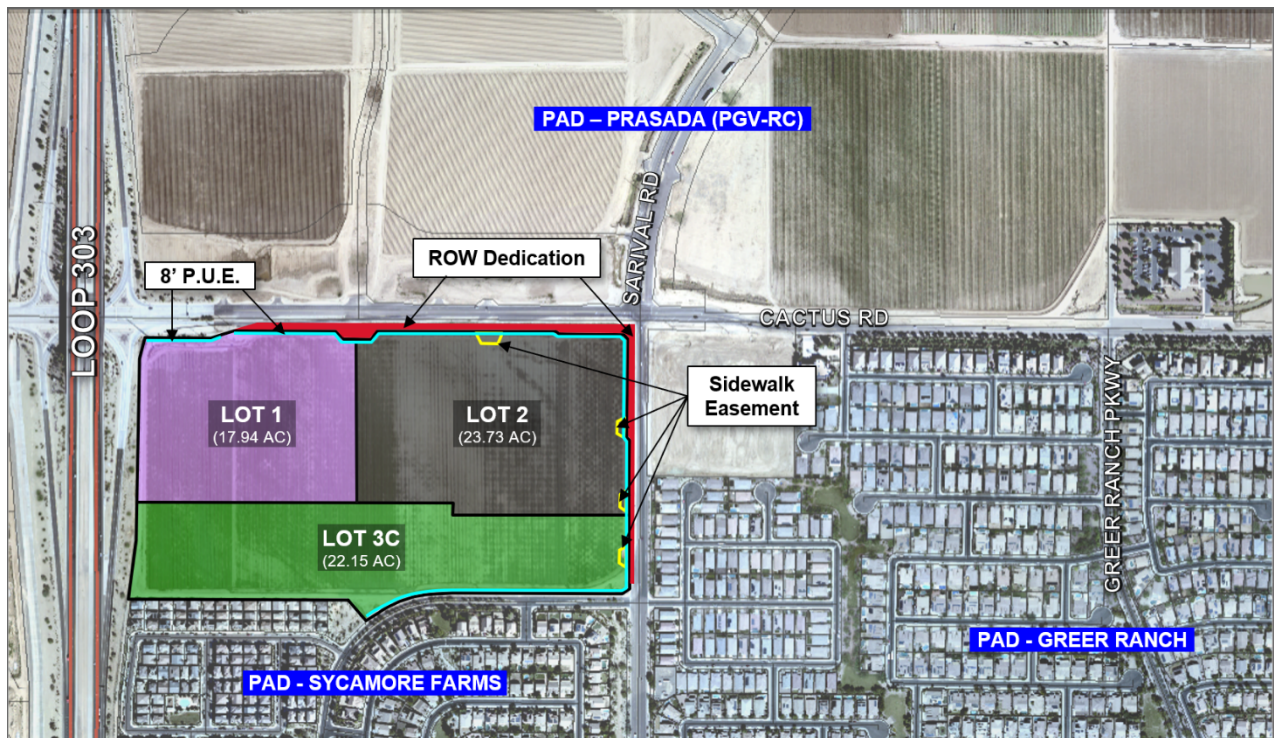
- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Surprise Land Development Ordinance.

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.

Additional Information:

Ali Fakh of Sustainability Engineering Group requests approval of a Final Plat entitled "Replat Sycamore Farms Towne Center," dated November 17, 2023. The subject parcel is zoned Planned Area Development (PAD) – Sycamore Farms and is located at the southeast corner of Cactus Road and Loop 303. The proposed Final Plat adjusts the property lines of approximately 66.19 acres to create three (3) parcels.

As a part of this subdivision, 35 feet of right-of-way (ROW) for Cactus Road will be dedicated along the northern boundary of Lots 1 and 2, increasing to a 45-foot dedication at the northeast corner of Lot 2 for the Cactus Road & Sarival Avenue intersection. 32 feet of ROW for Sarival Avenue will be dedicated along the northern half of the eastern boundary of Lot 2, with 22 feet of ROW being dedicated along the southern half of the eastern boundary of Lot 2 and the entire eastern boundary of Lot 3. An 8-foot public utility easement (P.U.E.) will be dedicated along the northern boundary of Lots 1 and 2, the eastern boundary of Lots 2 and 3, and half of the southern boundary of Lot 3. Sidewalk easements will be dedicated at the northern boundary of Lot 2, abutting Cactus Road, as well as along the eastern boundary of Lots 2 and 3, abutting Sarival Road.



The square footage for each parcel is below:

- Lot 1 – 17.94 acres (781,577 square feet)
- Lot 2 – 23.73 acres (1,033,757 square feet)
- Lot 3 – 22.15 acres (955,050 square feet)

58
59 **General Plan Conformance:**
60

61 The proposed final plat was reviewed against the goals, policies, recommendations, and
62 guidelines of the City of Surprise General Plan 2035. The proposed final plat is consistent
63 with the General Plan in some of the following ways:
64

65 This project is located within the Neighborhood Character Area of the General Plan. The
66 proposed plat adheres to the design guidelines of the Character Area which allows for
67 neighborhood and community retail at strategic locations along proposed or existing
68 arterial corridors that provide convenient access to residential areas.
69

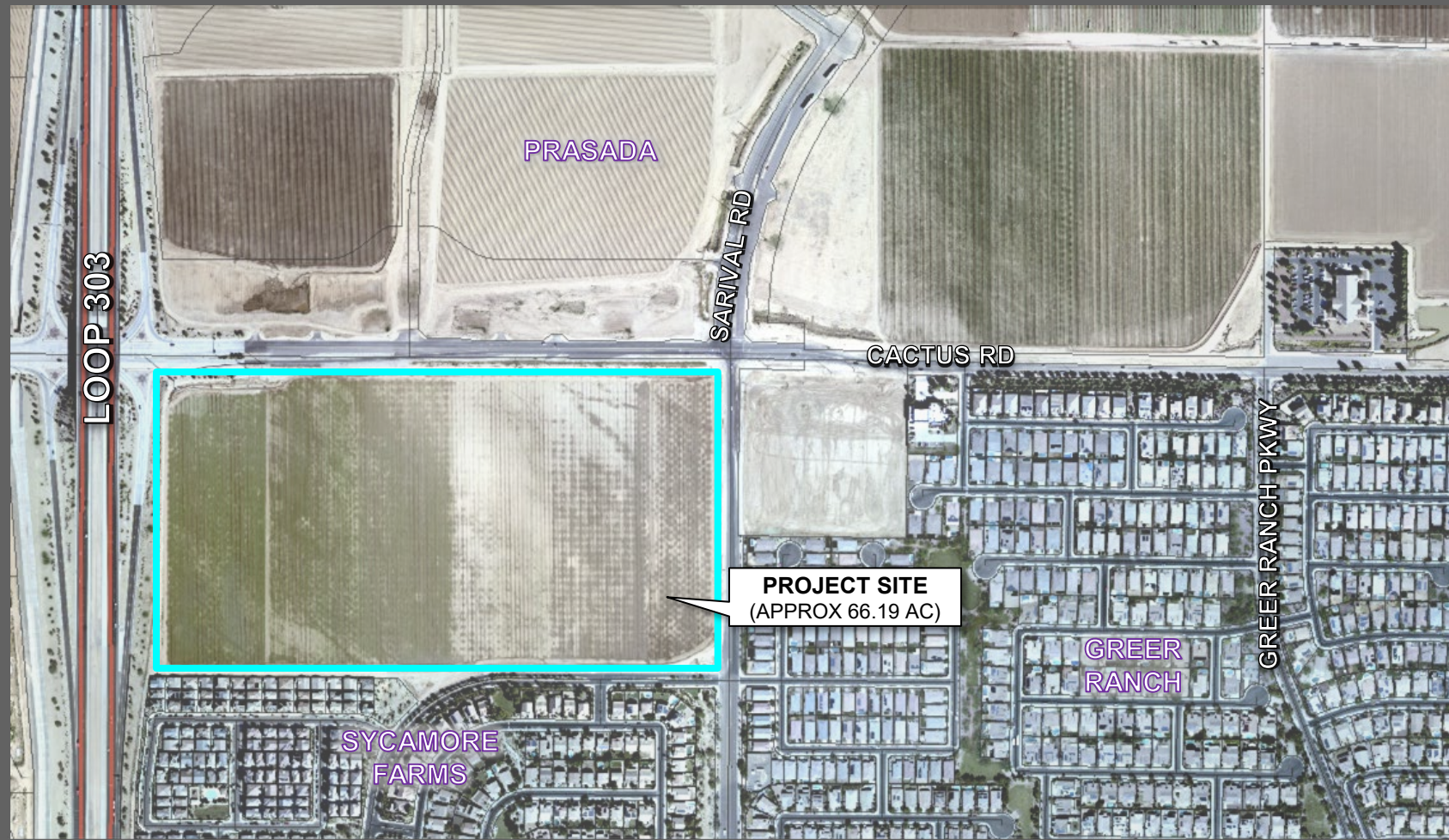
70 This project maintains compatibility with the quality of existing land uses in the
71 surrounding area in that it creates a suburban center that provides services and activities
72 for the local community, typical of the suburban residential development pattern
73 established in the vicinity of this parcel.
74

75 **Reviewing Agencies:**
76

77 This project was routed to both Luke Air Force Base and the Maricopa Water District.
78 Both agencies have indicated no objections.
79

80
81 **Attachments:**

82 01 Vicinity Map
83 02 Zoning Map
84 03 Final Plat
85 04 Plat Exhibit
86 PPT



LOOP 303

PRASADA

SARIVAL RD

CACTUS RD

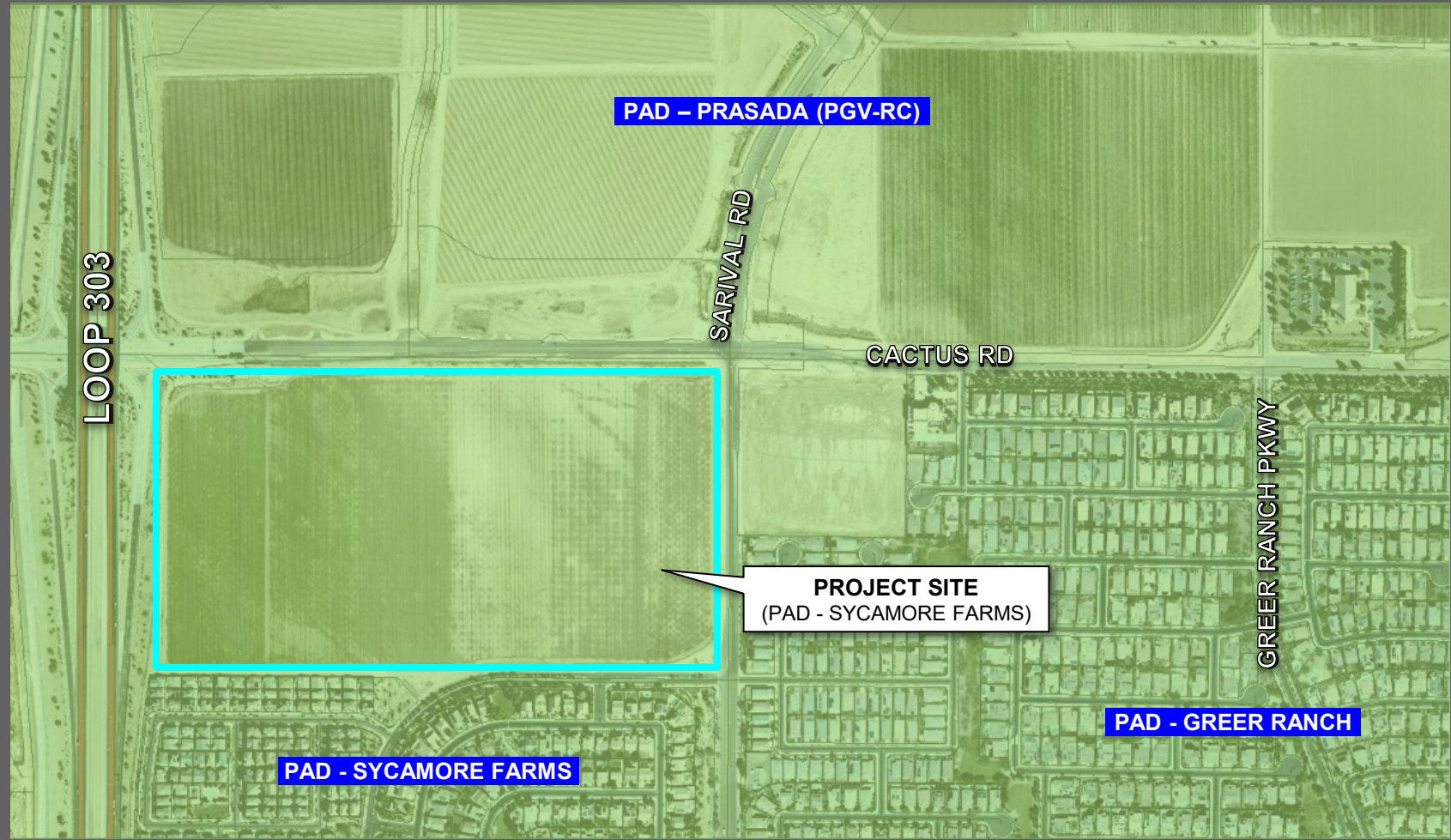
PROJECT SITE
(APPROX 66.19 AC)

SYCAMORE
FARMS

GREER
RANCH

GREER RANCH PKWY

FS23-0333 VICINITY MAP



FS23-0333 ZONING MAP

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT KCI CACTUS 303, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, OWNER, HAS SUBDIVIDED UNDER THE NAME, REPLAT - "SYCAMORE FARMS TOWNE CENTER", A PORTION OF UNIT NO. 29, ROMOLA OF ARIZONA GRAPEFRUIT UNIT RECORDED IN BOOK 19, PAGE 19, MCR, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE REPLAT - SYCAMORE FARMS TOWN CENTER AND DECLARES THAT THIS REPLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS REPLAT.

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

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, AND UTILIZING THE WATER/SEWER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS).

OWNER HEREBY GRANTS TO THE ULTIMATE OWNERS OF LOT 1 AND LOT 2 CREATED BY THIS PLAT, AN EASEMENT OVER, UPON AND ACROSS LOT 1 AND LOT 2 OF THE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO LOT 1 AND LOT 2 AS CREATED BY 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.

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

OWNER HEREBY GRANT 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.

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 THIS PLAT.

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, 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.

IN WITNESS WHEREOF, KCI CACTUS 303 LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER HEREUNDER CAUSED ITS CORPORATE NAME TO BE SIGNED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS 16th DAY OF November, 2023.

KCI CACTUS 303, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: BELMONT MANAGEMENT COMPANY, AN ARIZONA CORPORATION, MANAGER

BY: SCOTT A. SELDIN, PRESIDENT

ACKNOWLEDGEMENT:

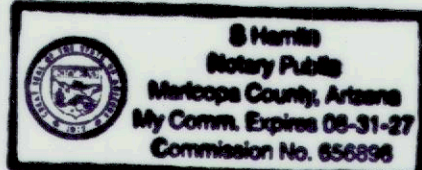
STATE OF ARIZONA)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16th DAY OF Nov, 2023, BY SCOTT A. SELDIN, THE PRESIDENT OF BELMONT MANAGEMENT COMPANY, AN ARIZONA CORPORATION, MANAGER OF KCI CACTUS 303, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

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

S. Hamlin
NOTARY PUBLIC

Aug 31, 2027
EXPIRES



CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THIS _____ DAY OF _____, 2023.
THE CITY ENGINEER OF SURPRISE, ARIZONA.

BY: _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY OF _____, 2023.

ATTEST:

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

REPLAT

"SYCAMORE FARMS TOWNE CENTER"

A PORTION OF UNIT NO. 29, ROMOLA OF ARIZONA GRAPEFRUIT UNIT
RECORDED IN BOOK 19, PAGE 19, MCR,
LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 3 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.

PUBLIC NOTICE

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

RELEASE OF LIABILITY

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

KCI CACTUS 303, LLC, AN ARIZONA LIMITED LIABILITY COMPANY 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.

KCI CACTUS 303, LLC, AN ARIZONA LIMITED LIABILITY COMPANY DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, (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 REPLAT 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 REPLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID REPLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

NOTICE OF SYCAMORE FARMS TOWNE CENTER DEVELOPMENT AGREEMENT

LANDOWNER HAS ENTERED INTO A SYCAMORE FARMS TOWNE CENTER DEVELOPMENT AGREEMENT DATED APRIL 7, 2008 ("AGREEMENT") WITH MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") FOR WHICH A MEMORANDUM OF AGREEMENT WAS RECORDED ON APRIL 7, 2008, AT THE MARICOPA COUNTY RECORDERS' OFFICE AT DOCKET NO. 2008-0305030. THE PROPERTIES INVOLVED IN THIS PLAT ARE SUBJECT TO THIS AGREEMENT. THE AGREEMENT AND THIS PLAT, INCLUDING ANY AND ALL DEDICATIONS THEREIN, HEREBY PRESERVE MWD'S PRIOR AND SUPERIOR RIGHTS OF ACCESS TO AND USE OF EXISTING AND FUTURE MWD FACILITIES AND MWD PROPERTY INTERESTS, AS SUCH TERMS ARE DEFINED IN THE AGREEMENT, TO ENABLE MWD TO ACCOMPLISH ALL OF MWD'S PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE TRANSMISSION AND DISTRIBUTION OF WATER, WASTEWATER, POWER AND COMMUNICATIONS, AND TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN AND REPLACE THOSE MWD FACILITIES AND MWD PROPERTY INTERESTS. THE AGREEMENT IS ON FILE AT THE OFFICES OF LANDOWNER, KCI CACTUS 303 LLC AT 7339 E EVANS RD SUITE 201 SCOTTSDALE AZ USA 85260, AND MAY BE REVIEWED AS TO ALL DETAILS, WITH PARTICULAR REFERENCE TO SECTION 7 AND SECTION 9, UPON REASONABLE REQUEST.

DATED THIS 16th DAY OF November, 2023.

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

BY: Christine Cain
CHRISTINE CAIN
ITS: PROPERTY & CONTACTS MANAGER

ATTEST:

BY: Glen Vorthers
GLEN VORTHERS
ITS: ASSISTANT SECRETARY

KCI CACTUS 303, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: BELMONT MANAGEMENT COMPANY,
AN ARIZONA CORPORATION, MANAGER

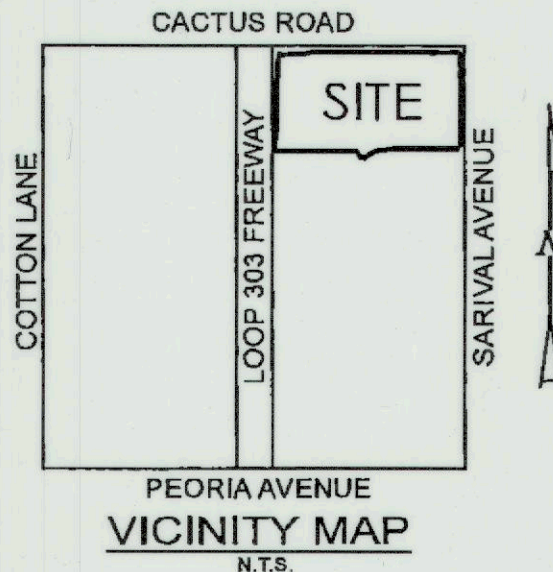
BY: SCOTT A. SELDIN, PRESIDENT

NOTICE OF INTERGOVERNMENTAL AGREEMENT

THE CITY OF SURPRISE ("CITY") AND MARICOPA COUNTY MUNICIPAL WATER CONSERVATION DISTRICT NUMBER ONE ("MWD") ENTERED INTO AN INTERGOVERNMENTAL AGREEMENT DATED APRIL 8, 1997, AND RECORDED IN THE MARICOPA COUNTY RECORDERS' 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.



OWNER

KCI CACTUS 303 LLC
7339 E EVANS RD SUITE 201
SCOTTSDALE AZ USA 85260

CONTACT: PETER G. SANTIN
BALL, SANTIN, & MCCLERAN, P.L.C.
2999 N. 44TH STREET
SUITE 500
PHOENIX, ARIZONA 85018
(602) 808-5818
SANTIN@BSMPLC.COM

ENGINEER

SUSTAINABILITY ENGINEERING GROUP
8280 E. GELDING DR., SUITE 101,
SCOTTSDALE, AZ 85260
PHONE: 480-568-7226

SURVEYOR

AW LAND SURVEYING, LLC
PO BOX 2170
CHANDLER, AZ 85244
PHONE: 480-244-7630
CONTACT: DANIEL D. ARMUJO

NOTES

A. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:

REMOVEABLE WOOD, WIRE OR SECTION-TYPE FENCING.

CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

B. NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED, OR ANY VEGETATION NEITHER PLANTED NOR ALLOWED TO GROWN WITHIN DRAINAGE EASEMENTS THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS.

C. ELECTRICAL LINES TO BE CONSTRUCTED AND RELOCATED AS REQUIRED BY THE ARIZONA CORPORATE COMMISSION GENERAL ORDER R-14-2-133.

D. THE CITY OF SURPRISE IS NOT RESPONSIBLE FOR, AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES AND LANDSCAPE AREAS WITHIN THE PROJECT.

E. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2-INCH REBAR AND CAP BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

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

G. THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER.

H. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

I. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

J. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE ENGINEERING DEPARTMENT.

K. SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 04013C1860L, DATED OCTOBER 16, 2013. ZONE "X" IS DEFINED AS AREAS OF 0.2% ANNUAL FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

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

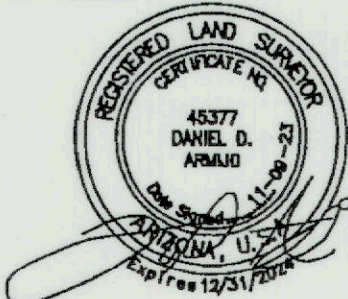
M. PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

CERTIFICATION

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

FIELD WORK COMPLETED MARCH 27, 2022.

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



RECORD	FILED	DATE	TIME	BY
AW LAND SURVEYING, LLC				
P.O. BOX 2170, CHANDLER, AZ 85244				
(480) 244-7630 EMAIL: DARMUJO@AWLANDSURVEY.COM				
REPLAT				
SYCAMORE FARMS TOWNE CENTER				
ORIGINAL FILED DATE 22-19-2023				
LATEST REVISION DATE 11-09-2023				
JOB NUMBER 22-014				
SHEET NUMBER 1 OF 3				

FS23-0333

PARENT DESCRIPTION

THAT PORTION OF LOTS 3106B THROUGH 3106E, INCLUSIVE, AND LOTS 3107 THROUGH 3110, INCLUSIVE, AND LOTS 3133 THROUGH 3136, INCLUSIVE, AND LOTS 3137A THROUGH 3137E, INCLUSIVE, AND LOTS 3138 THROUGH 3141, INCLUSIVE, AND LOTS 3164 THROUGH 3168, INCLUSIVE, AND THAT PORTION LYING WITHIN THE ROADWAY RUNNING SOUTH FROM CACTUS ROAD AND LYING WEST OF SAID LOTS 3137B, 3138, 3139, 3140 AND 3141, AND LYING EAST OF SAID LOTS 3137A, 3136, 3135, 3134, AND 3133, UNIT 29, ROMOLA OF ARIZONA GRAPEFRUIT UNIT, ACCORDING TO BOOK 19 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MARICOPA COUNTY BRASS CAP IN A HAND HOLE AT THE NORTHEAST CORNER OF SAID SECTION 24, FROM WHICH THE CITY OF SURPRISE BRASS CAP IN A HAND HOLE AT THE EAST QUARTER CORNER OF SAID SECTION 24, BEARS SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, 2,637.81 FEET;
THENCE SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 24, 33.04 FEET;
THENCE NORTH 89 DEGREES 40 MINUTES 42 SECONDS WEST, PERPENDICULAR TO SAID EAST LINE, 33.00 FEET TO THE POINT OF INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF CACTUS ROAD (33.00 FEET WIDE) WITH THE EXISTING WEST RIGHT-OF-WAY LINE OF SARIVAL AVENUE (33.00 FEET WIDE), SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, ALONG SAID EXISTING WEST RIGHT-OF-WAY LINE OF SARIVAL AVENUE, 1,200.33 FEET;
THENCE NORTH 89 DEGREES 40 MINUTES 42 SECONDS WEST, 22.00 FEET;
THENCE SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, ALONG A LINE WHICH IS 55.00 FEET WEST OF, AND PARALLEL WITH, SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 24, 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET;
THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE FOR A COLLECTOR STREET;
THENCE NORTH 89 DEGREES 40 MINUTES 42 SECONDS WEST, ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE, 821.40 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 585.00 FEET;
THENCE SOUTHWESTERLY, ALONG SAID CURVED NORTHERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 39 DEGREES 19 MINUTES 58 SECONDS, AN ARC LENGTH OF 401.59 FEET;
THENCE NORTH 38 DEGREES 58 MINUTES 04 SECONDS WEST, ALONG A NON-TANGENT LINE TO SAID CURVED NORTHERLY RIGHT-OF-WAY LINE FOR A COLLECTOR STREET, 126.00 FEET;
THENCE NORTH 89 DEGREES 40 MINUTES 42 SECONDS WEST, 1,076.92 FEET TO A POINT; THENCE NORTH 06 DEGREES 41 MINUTES 54 SECONDS EAST, 916.33 FEET;
THENCE NORTH 00 DEGREES 21 MINUTES 33 SECONDS EAST, 367.00 FEET;
THENCE SOUTH 89 DEGREES 44 MINUTES 41 SECONDS EAST, 2,293.89 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART THEREOF CONVEYED TO THE STATE OF ARIZONA IN DEEDS RECORDED SEPTEMBER 2, 2009 AT RECORDING NO. 2009-0818058 AND AT RECORDING NO. 2009-0818059, RECORDS OF MARICOPA COUNTY, ARIZONA.

LOT 1 - DESCRIPTION

A PORTION OF UNIT NUMBER 29, ROMOLA OF ARIZONA GRAPEFRUIT UNIT, RECORDED IN BOOK 19 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS (MCR), LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 24, AN ARIZONA DEPARTMENT OF TRANSPORTATION ALUMINUM CAP FLUSH, NORTH 89 DEGREES 44 SECONDS 41 MINUTES WEST, A DISTANCE OF 2627.24 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, NORTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, A DISTANCE OF 1317.93 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 15 MINUTES 19 SECONDS WEST, A DISTANCE OF 103.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CACTUS ROAD AND THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°15'16" WEST, A DISTANCE OF 758.83 FEET;

THENCE NORTH 89°44'41" WEST, A DISTANCE OF 1015.22 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 303;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 01°28'34" EAST, A DISTANCE OF 663.48 FEET;

THENCE NORTH 14°24'37" EAST, A DISTANCE OF 95.28 FEET;

THENCE NORTH 89°33'49" EAST, A DISTANCE OF 305.48 FEET;

THENCE NORTH 72°16'09" EAST, A DISTANCE OF 110.83 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CACTUS ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°44'41" EAST, A DISTANCE OF 469.04 FEET;

THENCE SOUTH 44°44'41" EAST, A DISTANCE OF 49.50 FEET;

THENCE SOUTH 89°44'41" EAST, A DISTANCE OF 62.87 FEET, TO THE POINT OF BEGINNING.

LOT 2 - DESCRIPTION

A PORTION OF UNIT NUMBER 29, ROMOLA OF ARIZONA GRAPEFRUIT UNIT, RECORDED IN BOOK 19 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS (MCR), LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 24, AN ARIZONA DEPARTMENT OF TRANSPORTATION ALUMINUM CAP FLUSH, NORTH 89 DEGREES 44 SECONDS 41 MINUTES WEST, A DISTANCE OF 2627.24 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, NORTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, A DISTANCE OF 1317.93 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 15 MINUTES 19 SECONDS WEST, A DISTANCE OF 103.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CACTUS ROAD AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°44'41" EAST, A DISTANCE OF 59.31 FEET;

THENCE NORTH 45°15'19" EAST, A DISTANCE OF 49.49 FEET;

THENCE SOUTH 89°44'41" EAST, A DISTANCE OF 830.54 FEET;

THENCE SOUTH 00°15'19" WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89°44'41" EAST, A DISTANCE OF 308.00 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 44°42'42" EAST, A DISTANCE OF 28.27 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF SARIVAL AVENUE;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°19'18" WEST, A DISTANCE OF 458.93 FEET;

THENCE SOUTH 89°40'46" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00°19'18" WEST, A DISTANCE OF 357.02 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 89°47'29" WEST, A DISTANCE OF 815.53 FEET;

THENCE NORTH 00°12'31" EAST, A DISTANCE OF 53.00 FEET;

THENCE NORTH 89°44'41" WEST, A DISTANCE OF 446.28 FEET;

THENCE NORTH 00°15'16" EAST, A DISTANCE OF 758.83 FEET, TO THE POINT OF BEGINNING.

LOT 3 - DESCRIPTION

A PORTION OF UNIT NUMBER 29, ROMOLA OF ARIZONA GRAPEFRUIT UNIT, RECORDED IN BOOK 19 OF MAPS, PAGE 19, MARICOPA COUNTY RECORDS (MCR), LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST COMER OF SAID SECTION 24, A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER COMER OF SAID SECTION 24, A BRASS CAP IN HANDHOLE, BEARS SOUTH 00 DEGREES 19 SECONDS 18 MINUTES WEST, A DISTANCE OF 2637.81 FEET;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, A DISTANCE OF 914.03 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 89 DEGREES 40 MINUTES 42 SECONDS WEST, A DISTANCE OF 55.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF SARIVAL AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°19'18" WEST, A DISTANCE OF 339.34 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 45°19'18" WEST, A DISTANCE OF 35.36 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF W POINSETTIA DRIVE;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF W POINSETTIA DRIVE, NORTH 89°40'42" WEST, A DISTANCE OF 821.40 FEET, TO THE BEGINNING A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 585.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 401.59 FEET, THROUGH A CENTRAL ANGLE OF 39°19'58", TO THE NORTHERLY LINE OF SYCAMORE FARMS PARCEL 12, PHASE 1, RECORDED IN BOOK 1247, PAGE 34, MCR;

THENCE ALONG SAID NORTHERLY LINE, NORTH 38°58'04" WEST, A DISTANCE OF 126.00 FEET;

THENCE ALONG THE NORTHERLY LINES OF SAID SYCAMORE FARMS PARCEL 12, PHASE 1 AND SYCAMORE FARMS - PARCEL 12, PHASE 2, RECORDED IN BOOK 1277, PAGE 21, MCR, NORTH 89°40'42" WEST, A DISTANCE OF 1017.99 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 303;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 07°29'34" EAST, A DISTANCE OF 274.49 FEET;

THENCE NORTH 01°28'34" EAST, A DISTANCE OF 176.73 FEET;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 89°44'41" EAST, A DISTANCE OF 1461.50 FEET;

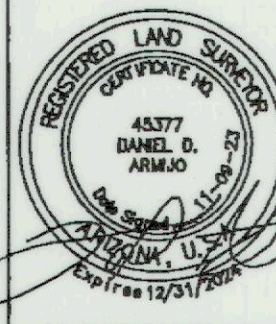
THENCE SOUTH 00°12'31" WEST, A DISTANCE OF 53.00 FEET;

THENCE SOUTH 89°47'29" EAST, A DISTANCE OF 815.53 FEET, TO THE POINT OF BEGINNING.

REPLAT

SYCAMORE FARMS TOWNE CENTER

AW LAND SURVEYING, INC.
P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 EMAIL: DANN@AWLANDSURVEY.COM

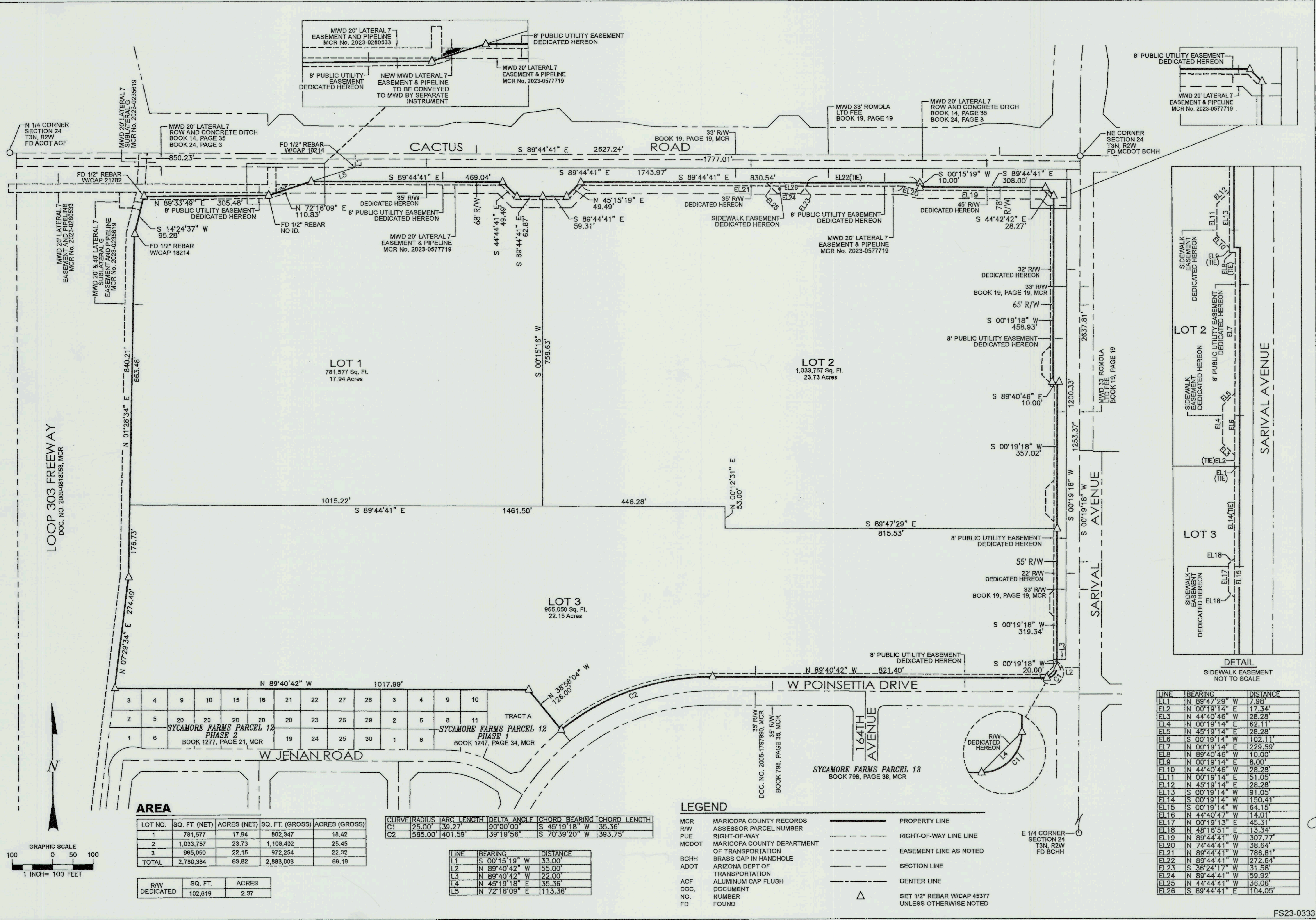


ORIGINAL PLAN DATE
10-18-2023

LATEST REVISION DATE
11-08-2023

JOB NUMBER
22-014

SHEET NUMBER
2 OF 3



AREA				
LOT NO.	SQ. FT. (NET)	ACRES (NET)	SQ. FT. (GROSS)	ACRES (GROSS)
1	781,577	17.94	802,347	18.42
2	1,033,757	23.73	1,108,402	25.45
3	965,050	22.15	972,254	22.32
TOTAL	2,780,384	63.82	2,883,003	66.19

R/W	SQ. FT.	ACRES
DEDICATED	102,619	2.37

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.27'	90°00'00"	S 45°19'18" W	55.36'
C2	585.00'	401.59'	39°19'56"	S 70°39'20" W	393.75'

LINE	BEARING	DISTANCE
L1	S 00°15'19" W	33.00'
L2	N 89°40'42" W	55.00'
L3	N 89°40'42" W	22.00'
L4	N 45°19'18" E	35.36'
L5	N 72°16'09" E	113.36'

LEGEND

- MCR

ASSessor PARCEL NUMBER

PUE

MCDOT

BCHH

ADOT

ACF

DOC.

NO.

FD
- MARICOPA COUNTY RECORDS

RIGHT-OF-WAY

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

BRASS CAP IN HANDHOLE

ARIZONA DEPT OF TRANSPORTATION

ALUMINUM CAP FLUSH

DOCUMENT

NUMBER

FOUND
- PROPERTY LINE

RIGHT-OF-WAY LINE LINE

EASEMENT LINE AS NOTED

SECTION LINE

CENTER LINE

SET 1/2" REBAR W/CAP 45377 UNLESS OTHERWISE NOTED

LINE	BEARING	DISTANCE
EL1	N 89°47'29" W	7.98'
EL2	N 00°19'14" E	17.34'
EL3	N 44°40'46" W	28.28'
EL4	N 00°19'14" E	62.11'
EL5	N 45°19'14" E	28.28'
EL6	S 00°19'18" W	102.11'
EL7	N 00°19'14" E	229.59'
EL8	N 89°40'46" W	10.00'
EL9	N 00°19'14" E	8.00'
EL10	N 44°40'46" W	28.28'
EL11	N 00°19'14" E	51.05'
EL12	N 45°19'14" E	28.28'
EL13	S 00°19'18" W	91.05'
EL14	S 00°19'14" W	150.41'
EL15	S 00°19'14" W	64.15'
EL16	N 44°40'47" W	14.01'
EL17	N 00°19'13" E	45.31'
EL18	N 48°18'51" E	13.34'
EL19	N 89°44'41" W	307.77'
EL20	N 74°44'41" W	38.64'
EL21	N 89°44'41" W	786.81'
EL22	N 89°44'41" W	272.64'
EL23	S 36°24'17" W	31.58'
EL24	N 89°44'41" W	59.92'
EL25	N 44°44'41" W	36.06'
EL26	S 89°44'41" E	104.05'

AW LAND SURVEYING, LLC

P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 EMAIL: DARNOLD@AWLANDSURVEYING.COM

REPLAT

SYCAMORE FARMS TOWNE CENTER

REGISTERED LAND SURVEYOR

45377

DANIEL D. DARNOLD

1/18/2023

ORIGINAL PLAN DATE

1/18/2023

LATEST REVISION DATE

1/18/2023

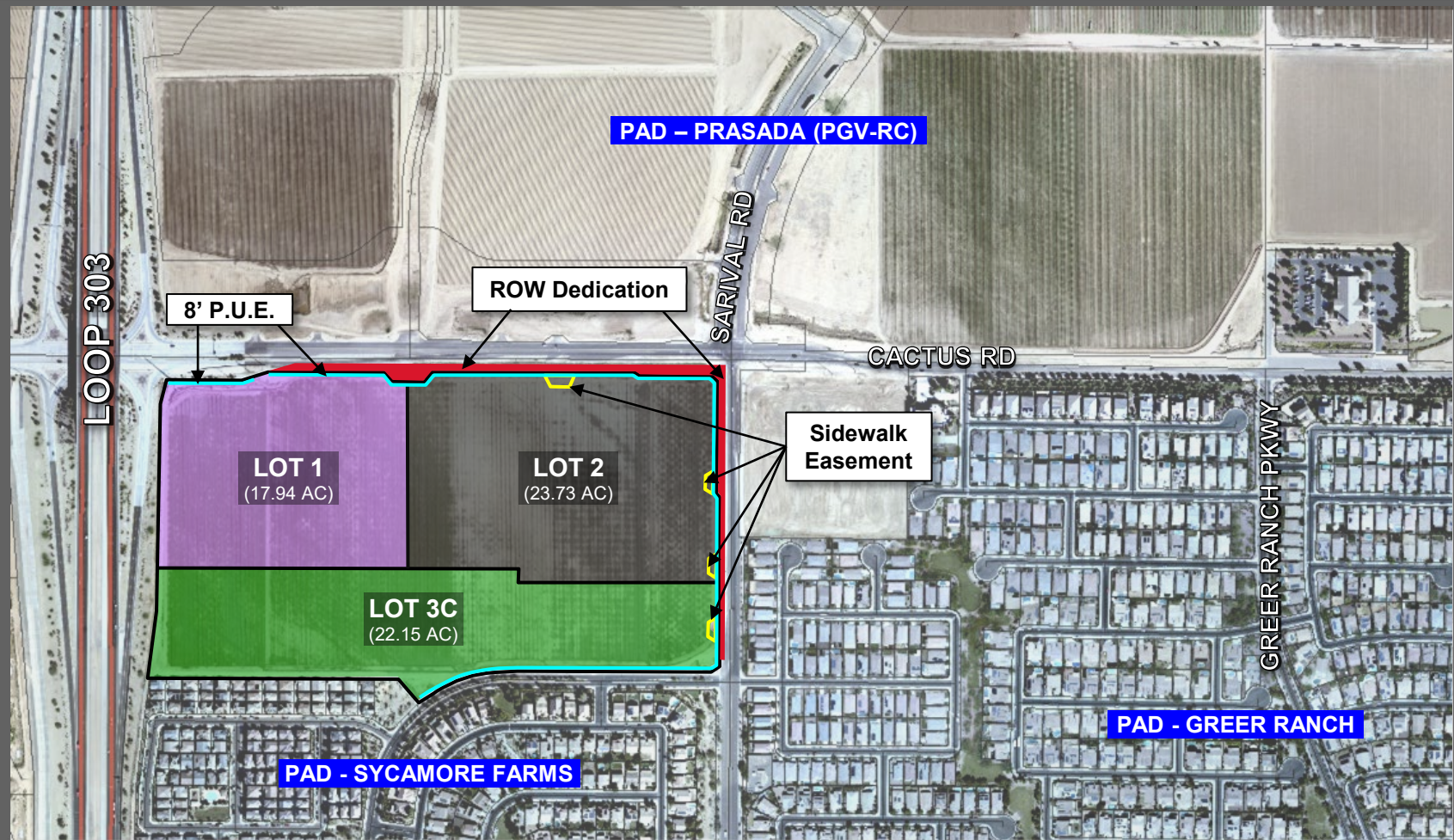
JOB NUMBER

22-014

SHEET NUMBER

3 OF 3

FS23-0333



FS23-0333 PLAT EXHIBIT

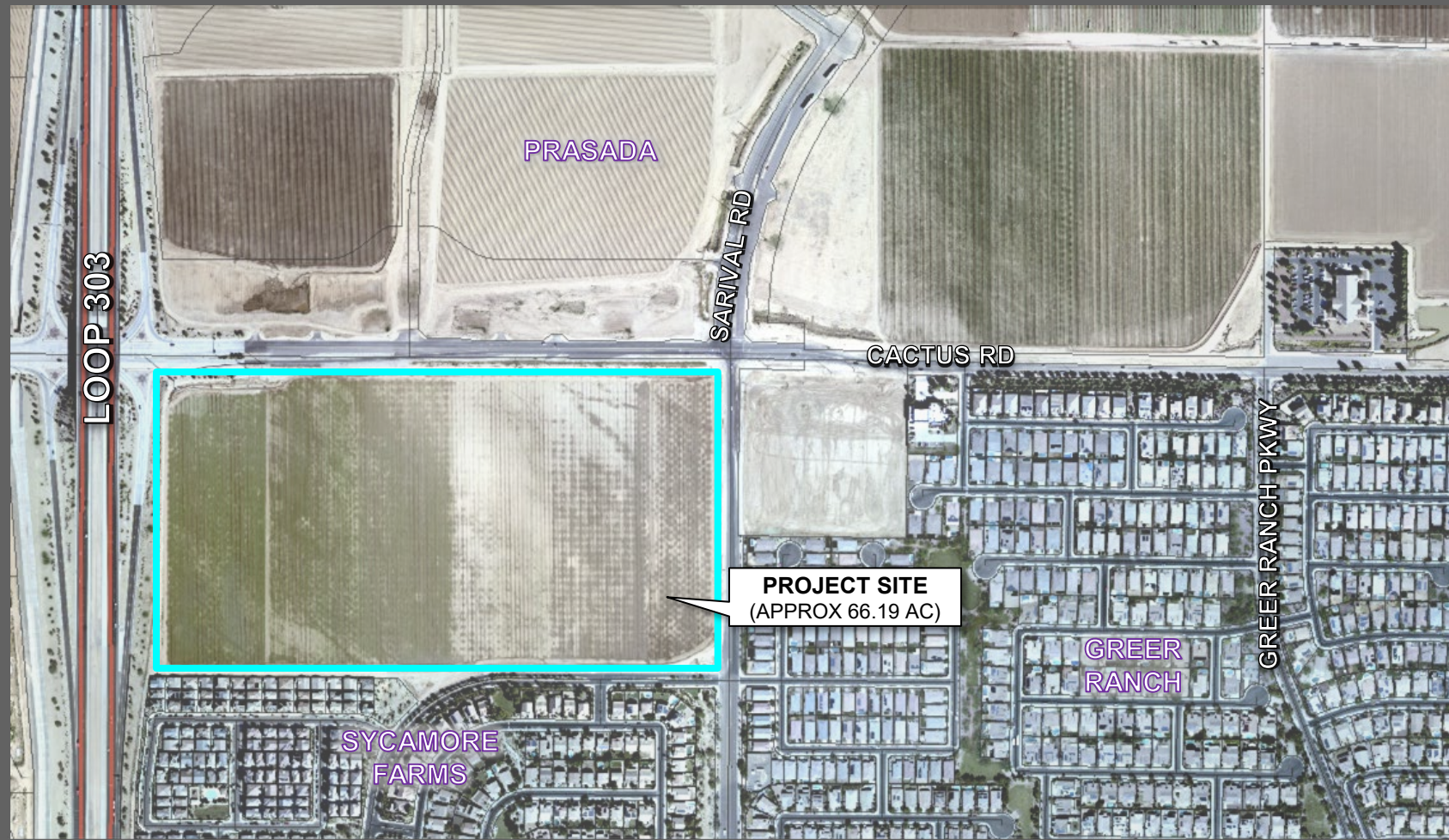


FS23-0333 Cactus Commercial Final Plat- Final Plat

City Council
December 5, 2023



FS23-0333 VICINITY MAP

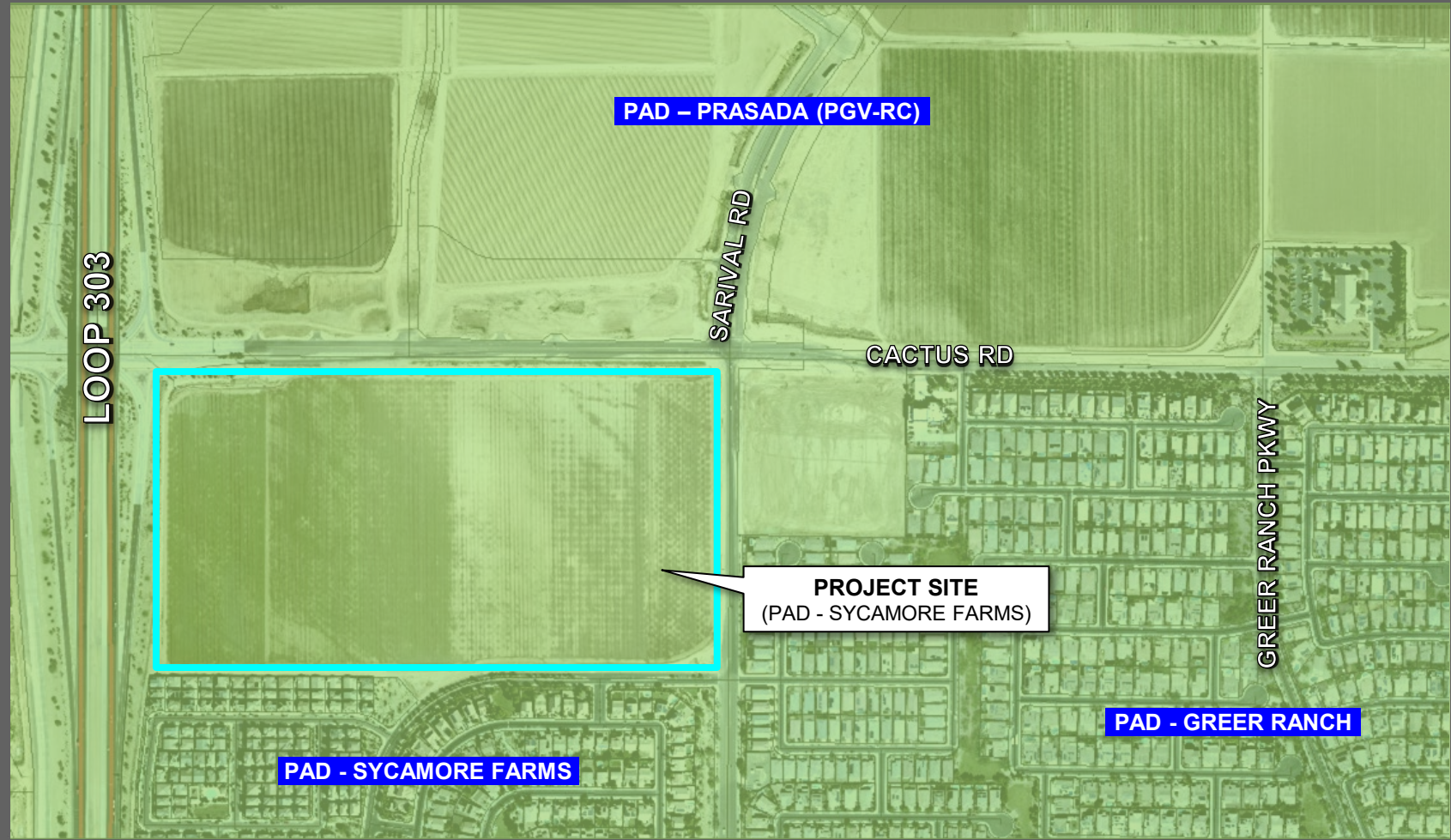


FS23-0333 VICINITY MAP

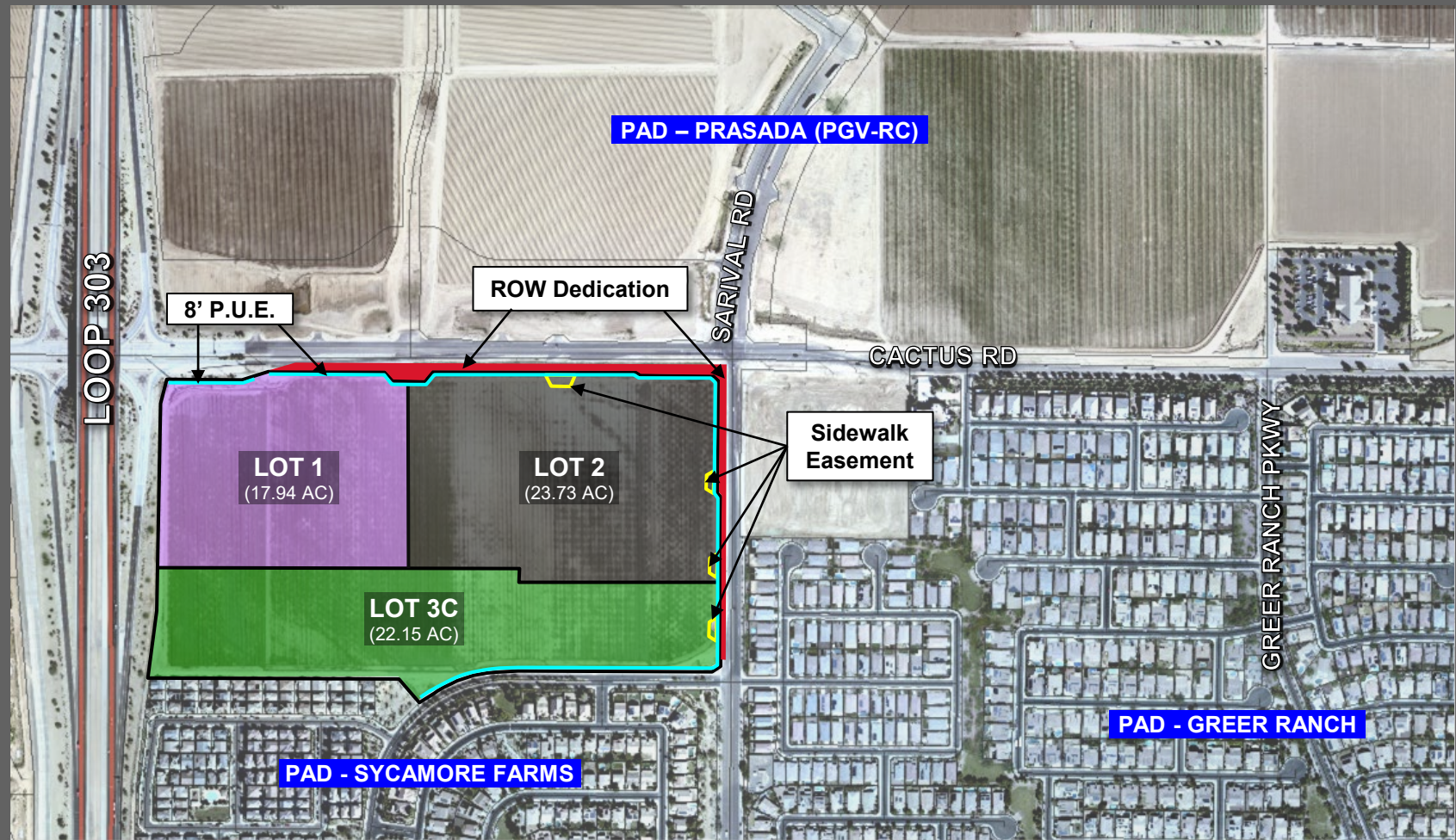


BACKGROUND

- **July 22, 2004:** The Mayor and City Council approved Ordinance #04-21, annexing the subject property into the City of Surprise.



FS23-0333 ZONING MAP



FS23-0333 PLAT EXHIBIT

PARENT DESCRIPTION

THAT PORTION OF LOTS 3186A THROUGH 3186E, INCLUSIVE, AND LOTS 3187 THROUGH 3110, INCLUSIVE, AND LOTS 3111 THROUGH 3116, INCLUSIVE, AND LOTS 3116A THROUGH 3117E, INCLUSIVE, AND LOTS 3118 THROUGH 3141, INCLUSIVE, AND LOTS 3148 THROUGH 3149, INCLUSIVE, AND THAT PORTION LYING WITHIN THE ROADWAY BEGINNING SOUTH FROM CACTUS ROAD AND LYING WEST OF SAID LOTS 3110, 3116, 3118, 3119 AND 3141, AND LYING EAST OF SAID LOTS 3117A, 3118, 3119, 3124, AND 3131, UNIT 29, RIONDA OF ARIZONA GRAPEFRUIT UNIT, ACCORDING TO BOOK 19 OF MAPS, PAGE 18, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO WERE A PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE 6TH AND 5TH EARTH AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MARICOPA COUNTY BRASS CAP IN A HIND HOLE AT THE NORTHEAST CORNER OF SAID SECTION 24, FROM WHICH THE CITY OF SUNRISE BRASS CAP IN A HIND HOLE AT THE EAST QUARTER CORNER OF SAID SECTION 24, BEARS SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, 2,627.81 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 24, 13.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 42 SECONDS WEST, PERPENDICULAR TO SAID EAST LINE, 33.00 FEET TO THE POINT OF INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF CACTUS ROAD (33.00 FEET WIDE) WITH THE EXISTING WEST RIGHT-OF-WAY LINE OF SARVAL AVENUE (33.00 FEET WIDE); SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, ALONG SAID EXISTING WEST RIGHT-OF-WAY LINE OF SARVAL AVENUE, 2,250.33 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 42 SECONDS WEST, 22.50 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, ALONG A LINE WHICH IS 55.00 FEET WEST OF, AND PARALLEL WITH, SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 24, 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES 40 MINUTES 00 SECONDS, AN ARC LENGTH OF 39.27 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE FOR A COLLATOR STREET; THENCE NORTH 89 DEGREES 40 MINUTES 42 SECONDS WEST, ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE, 62.40 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 38.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVED NORTHERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 39 DEGREES 40 MINUTES 00 SECONDS, AN ARC LENGTH OF 40.19 FEET; THENCE NORTH 38 DEGREES 58 MINUTES 16 SECONDS WEST, ALONG A NON-TANGENT LINE TO SAID CURVED NORTHERLY RIGHT-OF-WAY LINE FOR A COLLATOR STREET, 130.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 42 SECONDS WEST, 1,076.92 FEET TO A POINT; THENCE NORTH 06 DEGREES 44 MINUTES 54 SECONDS EAST, 354.30 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 31 SECONDS EAST, 357.00 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 42 SECONDS EAST, 2,763.89 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART THEREOF CONVEYED TO THE STATE OF ARIZONA IN DEEDS RECORDED SEPTEMBER 2, 2009 AT RECORDING NO. 2009-081809 AND AT RECORDING NO. 2009-081810, RECORDS OF MARICOPA COUNTY, ARIZONA.

LOT 1 - DESCRIPTION

A PORTION OF UNIT NUMBER 29, RIONDA OF ARIZONA GRAPEFRUIT UNIT, RECORDED IN BOOK 19 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDS (MCR), LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE 6TH AND 5TH EARTH AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 24, AN ARIZONA DEPARTMENT OF TRANSPORTATION ALUMINUM CAP FLUSH, NORTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, A DISTANCE OF 267.24 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, NORTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, A DISTANCE OF 1,517.80 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, A DISTANCE OF 103.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CACTUS ROAD AND THE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°19'18" WEST, A DISTANCE OF 736.83 FEET;

THENCE NORTH 89°44'41" WEST, A DISTANCE OF 1,015.25 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE 305;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 01°29'34" EAST, A DISTANCE OF 583.48 FEET;

THENCE NORTH 14°29'37" EAST, A DISTANCE OF 96.28 FEET;

THENCE NORTH 89°29'49" EAST, A DISTANCE OF 308.48 FEET;

THENCE NORTH 72°18'09" EAST, A DISTANCE OF 115.83 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CACTUS ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°44'41" EAST, A DISTANCE OF 496.04 FEET;

THENCE SOUTH 41°46'41" EAST, A DISTANCE OF 49.80 FEET;

THENCE SOUTH 89°44'41" EAST, A DISTANCE OF 62.81 FEET, TO THE POINT OF BEGINNING.

LOT 2 - DESCRIPTION

A PORTION OF UNIT NUMBER 29, RIONDA OF ARIZONA GRAPEFRUIT UNIT, RECORDED IN BOOK 19 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDS (MCR), LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE 6TH AND 5TH EARTH AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 24, AN ARIZONA DEPARTMENT OF TRANSPORTATION ALUMINUM CAP FLUSH, NORTH 89 DEGREES 44 MINUTES 41 MINUTES WEST, A DISTANCE OF 267.24 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, NORTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, A DISTANCE OF 1,517.80 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, A DISTANCE OF 103.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CACTUS ROAD AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°44'41" EAST, A DISTANCE OF 583.31 FEET;

THENCE NORTH 45°18'18" EAST, A DISTANCE OF 49.49 FEET;

THENCE SOUTH 89°44'41" EAST, A DISTANCE OF 630.54 FEET;

THENCE SOUTH 00°19'18" WEST, A DISTANCE OF 103.00 FEET;

THENCE SOUTH 89°44'41" EAST, A DISTANCE OF 308.00 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 41°46'41" EAST, A DISTANCE OF 29.27 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF SARVAL AVENUE;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°19'18" WEST, A DISTANCE OF 408.80 FEET;

THENCE SOUTH 89°40'46" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00°19'18" WEST, A DISTANCE OF 357.02 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 89°47'39" WEST, A DISTANCE OF 815.33 FEET;

THENCE NORTH 01°29'34" EAST, A DISTANCE OF 53.00 FEET;

THENCE NORTH 89°44'41" WEST, A DISTANCE OF 49.28 FEET;

THENCE NORTH 00°19'18" EAST, A DISTANCE OF 736.83 FEET, TO THE POINT OF BEGINNING.

LOT 3 - DESCRIPTION

A PORTION OF UNIT NUMBER 29, RIONDA OF ARIZONA GRAPEFRUIT UNIT, RECORDED IN BOOK 19 OF MAPS, PAGE 18, MARICOPA COUNTY RECORDS (MCR), LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE 6TH AND 5TH EARTH AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 24, A BRASS CAP IN A HANDHOLE, BEARS SOUTH 00 DEGREES 19 SECONDS 18 MINUTES WEST, A DISTANCE OF 2,627.81 FEET;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST,

A DISTANCE OF 1,514.00 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 89 DEGREES 40 MINUTES 42 SECONDS WEST, A DISTANCE OF 103.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF SARVAL AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°19'18" WEST, A DISTANCE OF 339.24 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 45°18'18" WEST, A DISTANCE OF 33.36 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF W. POMERETTA DRIVE;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF W. POMERETTA DRIVE, NORTH 89°46'41" WEST, A DISTANCE OF 801.40 FEET, TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 385.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 401.39 FEET, THROUGH A CENTRAL ANGLE OF 90°19'56", TO THE NORTHERLY LINE OF SYCAMORE FARMS PARCEL 12, PHASE 1, RECORDED IN BOOK 1007, PAGE 54, MCR;

THENCE ALONG SAID NORTHERLY LINE, NORTH 39°39'04" WEST, A DISTANCE OF 138.00 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID SYCAMORE FARMS PARCEL 12, PHASE 1 AND SYCAMORE FARMS, PARCEL 12, PHASE 2, RECORDED IN BOOK 1277, PAGE 21, MCR, NORTH 89°46'41" WEST, A DISTANCE OF 1,011.90 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 305;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 01°29'34" EAST, A DISTANCE OF 274.49 FEET;

THENCE NORTH 51°29'34" EAST, A DISTANCE OF 178.73 FEET;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 89°44'41" EAST, A DISTANCE OF 1,481.00 FEET;

THENCE SOUTH 00°12'31" WEST, A DISTANCE OF 83.00 FEET;

THENCE SOUTH 89°47'39" EAST, A DISTANCE OF 815.55 FEET, TO THE POINT OF BEGINNING.

REPLAT

SYCAMORE FARMS TOWNE CENTER

AW & L LAND SURVEYING, INC.
1000 N. 10TH AVENUE, SUITE 100
DENVER, CO 80202
(303) 733-7100 FAX: (303) 733-7101
WWW.AWANDLANDSURVEYING.COM

DATE: 10/1/2010

BY: [Signature]

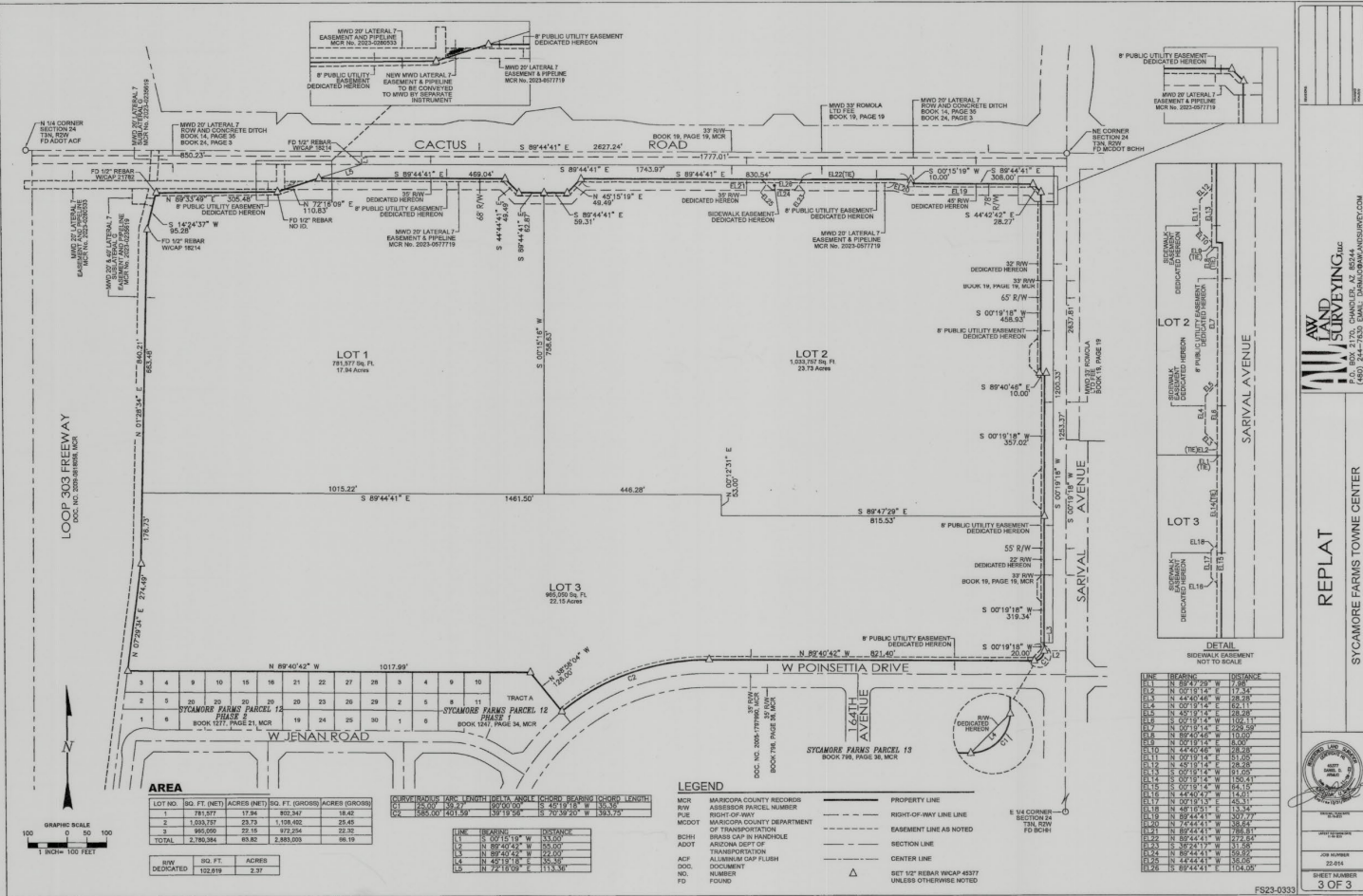
SCALE: AS SHOWN

JOB NUMBER: 22-014

SHEET NUMBER: 2 OF 3

FS23-0333 FINAL PLAT

FS23-0333 FINAL PLAT





SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 5, 2023

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2023 budget by moving budget authority between funds, projects, inter-fund cash transfers, and loans in order to close out the Fiscal Year; Resolution #2023-177.

Motion:

I move to approve Resolution #2023-177.

Background:

As part of closing fiscal year 2023 and in preparation for the annual audit, adjustments occur which may cause expenditures to exceed budget. Expenditure budgets and actuals are reviewed during close out to ensure that the City is in compliance with budget amendment policies. Specifically, fund, capital improvement plan (CIP) projects, grants, and departments within each fund cannot have actual expenditures exceeding budget amounts. When this does occur, approval of the Mayor and Council is necessary to increase the budgeted amounts. Inter-fund cash transfers and loans are also presented to Council at year end as required by financial policies. They do not represent an outflow of funds from the City, but rather a reallocation of funds within the City. As such, they are not subject to state expenditure limitation rules and are not part of the adopted expenditure limit budget. Cash transfers are used to fund vehicle replacement, general capital, account for indirect costs, franchise fees, and in-lieu property tax payments for City provided utilities, debt service payments to the debt fund and close out inactive funds. Inter-fund loans are used to account for instances where one fund loans money to another.

Objective Analysis:

City Council adopted the annual budget by department in each fund and by project in capital funds per the Comprehensive Financial Management Policies effective July 1, 2023. The Budget Amendment Policies and Procedures are designed to place any amendments to the budget that cross those categories back before the City Council for approval. This action accomplishes that aim and ensures that each of those categories do not have actual expenditures that exceed the budget. Inter-fund cash transfers and loans are not subject to the City's Budget Amendment Policies and Procedures, but rather are approved by the City Council based on the requirements of the Comprehensive Financial Management Policies. This approval does not change the amount of the FY2023 adopted budget.

Policy Compliant:

This action is compliant with the Budget Amendment Policies and the Comprehensive Financial Management Policies.

Financial Impact:

This action has no direct financial impact; the approval of the change in revenues and expenditures is one-time and necessary to complete the FY2023 Annual Comprehensive Financial Report (ACFR) and related audit.

Budget Impact:

This action reallocates spending authority in multiple funds without increasing or decreasing the total budget for FY2023.

FTE Impact:

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

ATTACHMENTS:

1. Resolution_FY2023-177_EOY
-

RESOLUTION # 2023-177

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2023 BUDGET BY REALLOCATING BUDGET AUTHORITY BETWEEN PROJECTS AND FUNDS TO CLOSE OUT THE FISCAL YEAR, AND AUTHORIZING INTER-FUND CASH TRANSFERS AND LOANS.

WHEREAS, in the course of preparing the FY2023 Annual Comprehensive Financial Report (“ACFR”), various budgetary adjustments were necessary to ensure compliance with state law. These required adjustments will allow the City to close out the FY2023 fiscal year’s budgetary accounts and proceed with the annual independent audit. The total appropriations adopted by the FY2023 Adopted Budget will not be impacted by these adjustments;

WHEREAS, FY2023 inter-fund cash transfers and loans are necessary to comply with adopted City ordinances, resolutions, policies and Generally Accepted Accounting Principles (GAAP);

WHEREAS, the FY2023 budget was adopted by Council Resolution #2022-56 on June 1, 2022;

WHEREAS, this action will necessitate an amendment to specific budget categories;

WHEREAS, these amendments will allow the City to have current and updated budgetary amounts; and

WHEREAS, the City of Surprise Comprehensive Financial Management Policies require the approval of the Mayor and Council for budget amendments of this nature.

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

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the Fiscal Year 2023 budget of the City of Surprise, Arizona for the fiscal year July 1, 2022 through June 30, 2023.

Section 2. That the statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, approving inter-fund cash transfers and loans for the City of Surprise, Arizona for the fiscal year July 1, 2022 through June 30, 2023.

SIGNATURES ON 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 # 2023-177**Exhibit A**

The FY2023 Annual Budget is amended by moving budget authority to ensure the continued operations of the City of Surprise and the payment of necessary expenditures. These allocations represent a transfer of spending authority and do not increase or decrease the total adopted citywide expenditure budget.

1. Appropriation – General Fund – Personnel Services

The Fund had available authority in other categories to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	City Manager	Personnel Services	E	1,775,600	121,400	1,897,000
General Fund	Fire-Medical	Personnel Services	E	27,529,400	93,300	27,622,700
Contingency	General Operations	Contingency	E	21,231,700	(214,700)	21,017,000
Expense Total				50,536,700	-	50,536,700

2. Appropriation – Transportation Improvement Fund – Services and Personnel Services

The Fund had available authority in other categories to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Transportation Improvement	Public Works	Personnel Services	E	129,100	(16,700)	112,400
Transportation Improvement	Transportation	Services	E	-	16,700	16,700
Expense Total				129,100	-	129,100

3. Appropriation – Employee Healthcare-Internal Service Fund – Services

The Fund had available authority in other categories to cover the shortage.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Employee Healthcare - Int Svc	General Operations	Services	E	3,180,100	(231,400)	2,948,700
Employee Healthcare - Int Svc	Human Resources	Services	E	17,270,800	231,400	17,502,200
Expense Total				20,450,900	-	20,450,900

4. Appropriation – Street Light Improvement Districts (SLIDS)

Fourteen SLIDS require a budget amendment to align the expense budget with FY2023 actual expenditures. Increases were due to expansion of SLIDs, newly illuminated SLID's, or higher costs than anticipated. As property valuations are assessed, property taxes will be collected to recover expenses for each SLID.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
SLID-Marley Park Plaza 91	General Operations	Services	E	1,500	400	1,900
SLID-Quick Trip No410	General Operations	Services	E	1,000	100	1,100
SLID-Surprise Valley Station	General Operations	Services	E	1,900	100	2,000
SLID-Autoshow West2 #152	General Operations	Services	E	1,600	100	1,700
Austin Ranch W Pcl 6 #143	General Operations	Services	E	3,800	1,100	4,900
SLID-Rancho Mercado N. #181	General Operations	Services	E	29,200	4,500	33,700
SLID-Zanjero Trails PCL11 #167	General Operations	Services	E	11,100	100	11,200
SLID-Austin Ranch East	General Operations	Services	E	-	23,900	23,900
SLID-City Center 02 188	General Operations	Services	E	-	800	800
SLID-Rancho Mercado South 182	General Operations	Services	E	5,000	3,400	8,400
SLID-Heritage Farm	General Operations	Services	E	-	2,400	2,400
SLID-Bell And Citrus 200	General Operations	Services	E	-	1,400	1,400
SLID-Bell Pointe II North #156	General Operations	Services	E	-	1,000	1,000
SLID-Rio Rancho Estates 179	General Operations	Services	E	-	3,100	3,100
Contingency	General Operations	Contingency	E	21,017,000	(42,400)	20,974,600
Expense Total				21,072,100	-	21,072,100

5. Project Ledger Appropriation – G31394 FFY23 GOHS Motorcycle Safety

The project requires a budget amendment to align the FY2023 expense budget with FY2023 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31394 FFY23 GOHS Motorcycle Safety	E	35,000	100	35,100
Contingency	General Operations	Contingency	E	20,974,600	(100)	20,974,500
Expense Total				21,009,600	-	21,009,600

6. Project Ledger Appropriation – G34101 FFY18 SAFER

The FFY18 SAFER grant requires a match from the City. This budget amendment will provide appropriation for the match in the project.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Fund	Fire - Medical	#G34101 FFY18 SAFER	E	-	279,200	279,200
Contingency	General Operations	Contingency	E	20,974,500	(279,200)	20,695,300
Expense Total				20,974,500	-	20,974,500

7. Project Ledger Appropriation – G34160 FY20 Community Paramedicine

This budget amendment will align the FY2023 expense budget with FY2023 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Fire - Medical	#G34160 FY20 Community Paramedicine	E	21,800	2,900	24,700
Contingency	General Operations	Contingency	E	20,695,300	(2,900)	20,692,400
Expense Total				20,717,100	-	20,717,100

8. Project Ledger Appropriation – P31030/P31020 PSERC & Police Training Facility

This budget amendment will align the FY2023 expense budget with FY2023 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Fire/EMS Dev Fee 2020	Fire - Medical	#P31030 PSERC & Police Training Facility	E	103,400	(66,700)	36,700
General Capital Projects Fund	Police	#P31030 PSERC & Police Training Facility	E	906,900	(360,000)	546,900
Public Safety Election 2017	Police	#P31020 Police Training Facility	E	-	66,800	66,800
Public Safety Election 2017	Police	#P31030 PSERC & Police Training Facility	E	129,800	359,900	489,700
Expense Total				1,140,100	-	1,140,100

9. Project Ledger Appropriation – P34090 Fire Station 308

This budget amendment will align the FY2023 expense budget with FY2023 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Fire/EMS Dev Fee 2020	Fire - Medical	#P34090 Fire Station 308	E	66,300	(63,700)	2,600
Public Safety Election 2017	Fire - Medical	#P34090 Fire Station 308	E	-	63,700	63,700
Expense Total				66,300	-	66,300

10. Project Ledger Appropriation – P61610 Cactus & Cotton Intersection Improvement

This budget amendment will align the FY2023 expense budget with FY2023 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Stormwater Capital	Public Works	#P61610 Cactus & Cotton Intersection Imp	E	38,700	(38,300)	400
SW Gas Capital Expenditures	Public Works	#P61610 Cactus & Cotton Intersection Imp	E	-	38,300	38,300
Expense Total				38,700	-	38,700

11. Project Ledger Appropriation – P34070 Land-Police Substation/Fire & Park

This budget amendment will align the FY2023 expense budget with FY2023 actual expenditures.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Public Safety Election 2017	Fire - Medical	#P34070 Land-Police Substation/Fire & Park	E	3,021,800	265,700	3,287,500
General Capital Projects Fund	Fire - Medical	#P34070 Land-Police Substation/Fire & Park	E	256,700	(256,700)	-
Contingency	General Operations	Contingency	E	20,692,400	(9,000)	20,683,400
Expense Total				23,970,900	-	23,970,900

12. Contingency Summary – Increases and decreases in contingency are referenced in multiple tables above. The total adjustments for FY2023 are as follows:

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Contingency	General Operations	Contingency	E	21,231,700	(548,300)	20,683,400

RESOLUTION # 2023-177**Exhibit B****City of Surprise, Arizona****Schedule of Budget Changes of Inter-Fund Transfers and Loans
Fiscal Year 2023**

Transfers from General Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015 Fund	Debt Service Payment	844,100	867,839
Stadium Debt 2015 Fund	Debt Service Payment	928,600	684,468
Public Safety Pension Fund	Funding For Public Safety Personnel Retirement System	2,000,000	2,466,178
Net Premium Seating Fund	Covers \$150,000 annual capital stadium improvements less previous year's net premium seating revenue	139,600	140,907
Sports and Tourism Fund	Funding for lost spring training revenue	3,835,400	2,751,116
General Capital Projects Fund	Funding for Capital Projects	11,438,500	24,210,000
Asset Replacement Funds	Funding for Asset Replacements	9,149,800	9,149,800
Donations Fund	Prior Year Correction	-	1,259
Total Transfers from General Fund		28,336,000	40,271,567

Transfers from Grants Fund to:	Description	Revised Budget	Actual Amount
General Fund	Funding to remove budget from a grant project	21,100	-
Total Transfers from Grants Fund		21,100	-

Transfers from Ground Ambulance Fund to:	Description	Revised Budget	Actual Amount
Ground Ambulance Capital Fund	Funding for Capital Projects	431,900	553,168
Total Transfers from Ground Ambulance Fund		431,900	553,168

Transfers from Spring Training Ticket Surcharge Fund to:	Description	Revised Budget	Actual Amount
General Fund	Ticket Surcharge over \$600K	-	8,674
Total Transfers from Spring Training Ticket Surcharge Fund		-	8,674

Transfers from Tourism Fund to:	Description	Revised Budget	Actual Amount
Stadium Debt 2015 Fund	Debt Service Payment	658,200	917,183
Total Transfers from Tourism Fund		658,200	917,183

Transfers from Transportation Improvement Fund to:	Description	Revised Budget	Actual Amount
Municipal Arts Fund	Funding for Art Projects	112,300	112,300
Total Transfers from Transportation Improvement Fund		112,300	112,300

Transfers from Highway User Revenue Fund to:	Description	Revised Budget	Actual Amount
Highway User Revenue Capital Fund	Funding for Capital Projects	5,001,900	5,001,900
Total Transfers from Highway User Revenue Fund		5,001,900	5,001,900

Transfers from Ground Ambulance Capital Fund to:	Description	Revised Budget	Actual Amount
Ground Ambulance Fund	Consolidation of Operating and Capital Funds	-	1,401,417
Total Transfers from Ground Ambulance Capital Fund		-	1,401,417

Transfers from Fire/EMS Dev Fee 2020 Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015 Fund	Debt Service Payment	66,900	66,818
Total Transfers from Fire/EMS Dev Fee 2020 Fund		66,900	66,818

Transfers from Gen Govt Dev Fee Grandfathered Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015 Fund	Debt Service Payment	366,900	366,702
Total Transfers from Gen Govt Dev Fee Grandfathered Fund		366,900	366,702

Transfers from Park/Rec Dev Fee 2020 Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015 Fund	Debt Service Payment	437,200	436,968
Total Transfers from Park/Rec Dev Fee 2020 Fund		437,200	436,968

Transfers from Police Dev Fee Fund to:	Description	Revised Budget	Actual Amount
Refund Gov Debt Service 2015 Fund	Debt Service Payment	135,400	135,227
Total Transfers from Police Dev Fee Fund		135,400	135,227

Transfers from General Capital Projects Fund to:	Description	Revised Budget	Actual Amount
Municipal Arts Fund	Funding for Art Projects	94,900	94,900
Asset Replacement Funds	Fund for Asset Replacements	4,432,300	4,432,300
Total Transfers from General Capital Projects Fund		4,527,200	4,527,200

Public Safety Election 2017 Fund to:	Description	Revised Budget	Actual Amount
Election Debt 2017 Fund	Investment Fees	-	233
Total Transfers from Public Safety Election 2017 Fund		-	233

Traffic Election 2017 Fund to:	Description	Revised Budget	Actual Amount
Election Debt 2017 Fund	Investment Fees	-	233
Public Safety Election 2017 Fund	Reconcile Bond Proceeds	-	439,961
Pavement Preservation Election 2017 Fund	Reconcile Bond Proceeds	-	608
Total Transfers from Traffic Election 2017 Fund		-	440,802

Pavement Preservation Election 2017 Fund to:	Description	Revised Budget	Actual Amount
Election Debt 2017	Investment Fees	-	233
Public Safety Election 2017 Fund	Reconcile Bond Proceeds	-	312,004
Total Transfers from Pavement Preservation Election 2017 Fund		-	312,237

SLID-Crescent Crown No082 Fund to:	Description	Revised Budget	Actual Amount
SLID Surprise Pointe Fund	Transfer from Dissolved SLID Fund	-	357
Total Transfers from SLID-Crescent Crown No082 Fund		-	357

SLID-Kingswood Parke 105 Fund to:	Description	Revised Budget	Actual Amount
SLID-Kingswood Parke Fund	Transfer from Dissolved SLID Fund	-	610
Total Transfers from SLID-Kingswood Parke 105 Fund		-	610

Transfers from Water Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation, PILOT, Franchise Fee in Lieu	2,694,300	2,668,754
Water Utility Capital Fund	Funding for Capital Projects	6,593,100	6,593,100
Total Transfers from Water Operations Fund		9,287,400	9,261,854

Transfers from Water Utility Capital Fund to:	Description	Revised Budget	Actual Amount
Sewer Capital Fund	Transfer of Vehicle Asset	-	20,898
Total Transfers from Water Utility Capital Fund		-	20,898

Transfers from Sewer Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation, PILOT, Franchise Fee in Lieu	2,806,300	2,838,241
Sewer Capital	Funding for Capital Projects	8,893,500	8,893,500
Water Capital	Transfer of Asset		1,369,285
Total Transfers from Sewer Operations Fund		11,699,800	13,101,026

Transfers from Sewer Utility Capital Fund to:	Description	Revised Budget	Actual Amount
Municipal Arts	Funding for Art Projects	13,300	13,300
Water Capital	Transfer of Vehicle Asset	-	22,089
Total Transfers from Sewer Utility Capital Fund		13,300	35,389

Transfers from Sewer SPA 1 Dev Dee 2014 Law Fund to:	Description	Revised Budget	Actual Amount
Refund Sewer Debt Service 2015	Debt Service Payment	802,600	802,079
Sr Util Refund Oblig Ser 2018	Debt Service Payment	2,151,500	2,148,500
Total Transfers from Sewer SPA 1 Dev Dee 2014 Law Fund		2,954,100	2,950,579

Transfers from Solid Waste Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation, PILOT, Franchise Fee in Lieu	2,247,800	2,249,897
Solid Waste Capital Fund	Funding for Capital Projects	618,800	618,800
Total Transfers from Solid Waste Operations Fund		2,866,600	2,868,697

Transfers from Stormwater Operations Fund to:	Description	Revised Budget	Actual Amount
General Fund	Indirect Cost Allocation & PILOT	248,800	248,835
Stormwater Capital Fund	Funding for Capital Projects	896,800	896,800
Total Transfers from Stormwater Operations Fund		1,145,600	1,145,635

Transfers from Water Resources Operations Fund to:	Description	Revised Budget	Actual Amount
Water Operations Fund		-	53
Total Transfers from Water Resources Operations Fund		-	53

Total Transfers for FY2023 68,061,800 82,568,211



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 5, 2023

Contact Person: Jennifer Medina, FIN MGMT
ANLYST - SR

Submitting Department: Finance

District: Citywide

Staff Recommendations: None

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action to approve an amendment to the Fiscal Year 2024 budget moving budget authority within grant and capital projects to/from contingency or between projects to adjust amounts originally estimated during the FY2023 budget process, as required by grant stipulations and guidelines, or based on anticipated revenues and amending the FY2024 Contract Awarding Authority List; Resolution #2023-178.

Motion:

I move to approve Resolution #2023-178.

Background:

As part of preparing the FY2024 budget, FY2023 estimates as of a specific point in time are used to determine carryforward amounts in the capital and grant project accounts. Following the close of fiscal year 2023, final project expenses for FY2023 are determined and the actual carryforward amount to FY2024 may need to be adjusted (most projects will reflect a decrease, however, there are a few projects that require an increase) with a budget amendment(s). The result of the budget amendment(s) are capital and grant projects that reflect the actual amount available to spend within the projects.

Objective Analysis:

Surprise City Council adopts the annual budget by department in each fund and by project in capital funds per the Comprehensive Financial Management Policies effective July 1, 2023. The Budget Amendment Policies and Procedures are designed to place any amendments to the budget that cross those categories back before the City Council for approval. This approval does not change the amount of the FY2024 adopted budget, it right-sizes the project budget authority based on actual amounts spent versus estimates and anticipated revenues. As a result of the budget amendment adjustments, the FY2024 Contract Awarding Authority List is being adjusted in accordance with the amendment.

Policy Compliant:

This action is compliant with the City's Comprehensive Financial Management Policy and Budget Amendment Policy.

Financial Impact:

This action has no direct financial impact, the approval of the change in revenues and expenditures is necessary in order to reflect the actual amount available to spend within the projects.

Budget Impact:

This action reallocates spending authority in multiple funds without increasing or decreasing the total budget for FY2024.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2023-178
-

RESOLUTION # 2023-178

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY BETWEEN VARIOUS PROJECTS AND FUNDS FOR THE PURPOSE OF ADJUSTING BUDGET AUTHORITY AND AMENDING THE FISCAL YEAR 2024 CONTRACT AWARDING AUTHORITY LIST.

WHEREAS, in preparing the FY2024 budget, there were specific budgeted items in various funds and departments with amounts dependent on FY2023 expenditure estimates;

WHEREAS, FY2023 expenditure activity has been completed with actual amounts varying from the estimates used when preparing the FY2024 budget;

WHEREAS, movement of authority within, from, and to projects is necessary for tracking purposes;

WHEREAS, this amendment will allow the City to have current and updated budgetary amounts and help departments manage their project and line item expenditures;

WHEREAS, the FY2024 budget, including the FY2024 Contract Awarding Authority List, was adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, this action will necessitate a budget amendment;

WHEREAS, the City of Surprise Budget Amendment Policies and Procedures require the approval of the Mayor and Council for budget amendments of this nature; 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 statements and schedules attached as *Exhibits A and B* 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.

SIGNATURES ON 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 # 2023-178

Exhibit A

The FY2024 Annual Budget is amended by moving budget authority among projects and funds to ensure the continued operations of the City of Surprise and the payment of necessary expenditures. These allocations represent a transfer of spending authority and do not increase or decrease the total adopted citywide expenditure budget.

1. Capital Project Carry Forward – To adjust budget authority for items previously approved by Council which require adjustment from what was originally estimated during the FY2024 budget process due to expenditure activity in the prior Fiscal Year.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Communications Asset Repl	Marketing and Communications	#A10010 Asset Repl_Communications	E	281,500	(55,400)	226,100
IT Asset Replacement	Information Technology	#A17010 Asset Repl_Information Technology	E	3,990,200	(397,200)	3,593,000
General Capital Projects Fund	Police	#A31020 Asset Repl_Police Department	E	437,500	(71,700)	365,800
General Capital Projects Fund	Police	#A31030 Asset Repl_Police Radios	E	458,600	(9,700)	448,900
Vehicle Replacement	Fire - Medical	#A34130 Ladder Truck Replacement CS4027	E	44,200	(8,900)	35,300
HSCV Asset Replacement	Human Svcs and Comm Vitality	#A51010 Asset Repl_Human Svcs & Comm Vit	E	31,000	(6,600)	24,400
Parks & Recreation Asset Repl	Parks and Recreation	#A54010 Asset Repl_Parks & Recreation	E	2,698,600	(556,800)	2,141,800
Sports and Tourism Asset Repl	Sports and Tourism	#A59020 Asset Repl_Sports and Tourism	E	4,126,700	(618,000)	3,508,700
Facilities Asset Replacement	Public Works	#A61030 Asset Repl_Facilities	E	4,904,400	(932,500)	3,971,900
Ground Ambulance Capital Fund	Public Works	#A61070 Asset Repl_Vehicle and Equipment	E	796,000	(23,500)	772,500
Vehicle Replacement	Public Works	#A61070 Asset Repl_Vehicle and Equipment	E	7,105,300	(564,800)	6,540,500
Sewer Utility Capital	Public Works	#A61070 Asset Repl_Vehicle and Equipment	E	1,229,800	(58,900)	1,170,900
Solid Waste Capital	Public Works	#A61070 Asset Repl_Vehicle and Equipment	E	3,745,100	(400,700)	3,344,400
Highway User Revenue	Transportation	#A65010 Asset Repl_Pavement Preservation	E	12,899,600	(2,181,200)	10,718,400
General Capital Projects Fund	Transportation	#A65020 Asset Repl_Traffic Engr Signals	E	836,200	(168,800)	667,400
Water Utility Capital	Water Resource Management	#A71010 Asset Repl_Water	E	3,762,100	(656,700)	3,105,400

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer Utility Capital	Water Resource Management	#A71020 Asset Repl_ Wastewater	E	3,438,200	(83,400)	3,354,800
General Capital Projects Fund	Water Resource Management	#A71381 Asset Repl_ Backflow Asset Mgmt	E	117,000	(15,700)	101,300
Water Utility Capital	Water Resource Management	#A71381 Asset Repl_ Backflow Asset Mgmt	E	25,100	(700)	24,400
Sewer Utility Capital	Water Resource Management	#A71381 Asset Repl_ Backflow Asset Mgmt	E	34,000	(2,000)	32,000
Water Utility Capital	Water Resource Management	#A71382 Asset Repl_ SCADA Asset Management	E	627,600	(47,800)	579,800
Sewer Utility Capital	Water Resource Management	#A71382 Asset Repl_ SCADA Asset Management	E	389,400	(17,200)	372,200
Grants	Human Svcs and Comm Vitality	#G51730A Multi-Gen Community Resource Center	R	17,928,100	(473,300)	17,454,800
Grants	Human Svcs and Comm Vitality	#G51730A Multi-Gen Community Resource Center	E	17,928,100	(473,300)	17,454,800
General Capital Projects Fund	Human Svcs and Comm Vitality	#G51730B Multi-Gen Community Resource Center	E	2,354,000	1,000,000	3,354,000
Water Operations	Finance	#N15010 UB Customer Information System	E	653,800	(11,800)	642,000
Sewer Operations	Finance	#N15010 UB Customer Information System	E	787,500	(14,400)	773,100
Solid Waste Operations	Finance	#N15010 UB Customer Information System	E	330,700	(6,000)	324,700
Stormwater Operations	Finance	#N15010 UB Customer Information System	E	78,000	(1,400)	76,600
Fire/EMS Dev Fee 2020	General Operations	#N18020 Impact Fee Study	E	9,900	(2,200)	7,700
Parks/Rec Dev Fee 2020	General Operations	#N18020 Impact Fee Study	E	9,900	(2,200)	7,700
Police Dev Fee	General Operations	#N18020 Impact Fee Study	E	9,900	(2,200)	7,700
Wtr Sys SPA 1 Dev Fee 2014 Law	General Operations	#N18020 Impact Fee Study	E	9,900	(2,200)	7,700
Wtr Sys SPA 2 Dev Fee 2014 Law	General Operations	#N18020 Impact Fee Study	E	9,900	(2,200)	7,700
Wtr Sys SPA 3 Dev Fee	General Operations	#N18020 Impact Fee Study	E	9,900	(2,200)	7,700
Wtr Res Dev Fee 2020	General Operations	#N18020 Impact Fee Study	E	9,900	(2,200)	7,700
Sewer SPA 1 Dev Fee 2014 Law	General Operations	#N18020 Impact Fee Study	E	9,900	(2,200)	7,700

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Sewer SPA 2 Dev Fee 2014 Law	General Operations	#N18020 Impact Fee Study	E	9,900	(2,200)	7,700
General Fund	Economic Development	#N41020 City Center Civic Maintenance	E	473,800	(186,100)	287,700
General Fund	Human Svcs and Comm Vitality	#N51010 Workforce Development Services	E	223,300	(34,800)	188,500
General Fund	Arts, Culture & Library	#N53010 Library Startup	E	567,000	(475,700)	91,300
Sports and Tourism Fund	Sports and Tourism	#N59030 FY2023 Lawnmower Carryforward	E	-	123,500	123,500
General Fund	Public Works	#N61751 New Citywide Vehicle Purchases	E	1,713,300	(93,900)	1,619,400
Water Operations	Public Works	#N61751 New Citywide Vehicle Purchases	E	178,800	(24,900)	153,900
Solid Waste Operations	Public Works	#N61751 New Citywide Vehicle Purchases	E	899,100	(147,100)	752,000
General Fund	Transportation	#N65010 Microtransit Pilot	E	700,000	(139,500)	560,500
Water Utility Capital	Finance	#P15010 Citywide AMI Replacement	E	232,300	(173,500)	58,800
General Capital Projects Fund	Information Technology	#P17080 Security Improvements Citywide	E	106,000	(26,500)	79,500
General Capital Projects Fund	Information Technology	#P17090 I.T. Space Remodel	E	426,000	(600)	425,400
Fire/EMS Dev Fee 2020	Fire - Medical	#P31030 PSERC & Police Training Facility	E	66,800	(66,800)	-
General Capital Projects Fund	Police	#P31030 PSERC & Police Training Facility	E	144,300	(91,700)	52,600
General Capital Projects Fund	Police	#P31040 A/C Unit for Indoor Police Range	E	316,400	(278,600)	37,800
Police Dev Fee	Police	#P31070 Police Substation #1	E	2,073,200	(5,000)	2,068,200
General Capital Projects Fund	Police	#P31080 Animal Control Kennels	E	96,000	(3,100)	92,900
Fire/EMS Dev Fee 2020	Fire - Medical	#P34090 Fire Station 308	E	2,700	(1,500)	1,200
Fire/EMS Dev Fee 2020	Fire - Medical	#P34150 Fire Station #9	E	14,730,100	(209,100)	14,521,000
Fire/EMS Dev Fee 2020	Fire - Medical	#P34160 Water Tender	E	102,800	(8,900)	93,900
Fire/EMS Dev Fee 2020	Fire - Medical	#P34170 Ambulance #7- M308	E	457,800	(20,600)	437,200
General Capital Projects Fund	Economic Development	#P41030 ED Marketing & Feasibility Studies	E	138,900	(10,600)	128,300
General Capital Projects Fund	Community Development	#P42080 Permit Planning Software	E	249,200	(39,900)	209,300

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
General Capital Projects Fund	Parks and Recreation	#P54150 Dick McComb City Park Permanent Wa	E	188,900	(188,900)	-
Parks/Rec Dev Fee 2020	Parks and Recreation	#P54160 Community Park Improvements	E	44,900	(33,800)	11,100
General Capital Projects Fund	Parks and Recreation	#P54160 Community Park Improvements	E	1,536,400	(497,800)	1,038,600
General Capital Projects Fund	Parks and Recreation	#P54180 Holiday Light Display	E	466,400	(249,800)	216,600
General Capital Projects Fund	Parks and Recreation	#P54190 Community Pool	E	34,897,000	(961,400)	33,935,600
General Capital Projects Fund	Parks and Recreation	#P54390 Security Measures	E	217,400	(16,400)	201,000
General Capital Projects Fund	Sports and Tourism	#P59010 Stadium Needs Assessment	E	1,188,000	(82,400)	1,105,600
General Capital Projects Fund	Transportation	#P61380 Cactus Rd (Litchfield-RR Track)	E	7,032,900	(41,200)	6,991,700
Sewer Utility Capital	Transportation	#P61380 Cactus Rd (Litchfield-RR Track)	E	964,100	(6,900)	957,200
General Capital Projects Fund	Transportation	#P61500 Traffic Signals	E	1,296,100	(228,800)	1,067,300
163rd Ave Dev 2014 Law	Transportation	#P61531 163rd Ave/Jomax Rd Intersection Ph2	E	100,600	(94,900)	5,700
General Capital Projects Fund	Transportation	#P61531 163rd Ave/Jomax Rd Intersection Ph2	E	790,900	(21,900)	769,000
General Capital Projects Fund	Transportation	#P61540 163rd Ave (Grand-Happy Valley)	E	643,500	(102,200)	541,300
Stormwater Capital	Transportation	#P61540 163rd Ave (Grand-Happy Valley)	E	71,500	(66,700)	4,800
Solid Waste Capital	Public Works	#P61620 Solid Waste Collection Trucks	E	20,100	(14,200)	5,900
Stormwater Capital	Transportation	#P61640 163rd Ave (Happy Valley-W Desert M)	E	384,000	(76,700)	307,300
General Capital Projects Fund	Transportation	#P61650 ITS Network Equip Upgrade MAG Grant	E	138,600	(19,500)	119,100
Transportation Improvement	Transportation	#P61660 Cactus Rd (Cotton-Reems)	E	28,648,300	(700,200)	27,948,100
General Capital Projects Fund	Transportation	#P61820 Bell Rd Landscape & Street Lighting	E	587,000	(8,300)	578,700
General Capital Projects Fund	Public Works	#P61920 City Hall Security Improvements	E	201,300	(9,100)	192,200
Water Utility Capital	Water Resource Management	#P71020 Desert Oasis WSF-Phs 2	E	-	451,900	451,900
Sewer Utility Capital	Water Resource Management	#P71110 Solar Biosolids Dryer	E	1,014,200	(243,800)	770,400
Sewer Utility Capital	Water Resource Management	#P71190 SPA1 Recharge Expansion	E	3,000,000	902,700	3,902,700

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Wtr Res SPA 2 Dev Fee 2014 Law	Water Resource Management	#P71210 SPA2 Recharge Expansion	E	604,900	(3,600)	601,300
Water Utility Capital	Water Resource Management	#P71240 Water Acquisitions	E	791,300	(741,300)	50,000
Wtr Res Dev Fee 2020	Water Resource Management	#P71240 Water Acquisitions	E	1,140,000	(569,700)	570,300
Water Utility Capital	Water Resource Management	#P71260 Circle City Water Acquisition	E	575,300	(67,700)	507,600
Water Utility Capital	Water Resource Management	#P71320 South Plant Ops Bldg Remodel	E	100,000	(85,300)	14,700
Sewer Utility Capital	Water Resource Management	#P71320 South Plant Ops Bldg Remodel	E	108,300	(64,300)	44,000
General Capital Projects Fund	City Manager	#P71380 Regional Communication Tower #1	E	778,200	(359,400)	418,800
Water Utility Capital	City Manager	#P71380 Regional Communication Tower #1	E	99,900	(45,200)	54,700
Sewer Utility Capital	City Manager	#P71380 Regional Communication Tower #1	E	100,100	(45,200)	54,900
Wtr Res Dev Fee 2020	Water Resource Management	#P71390 Rancho Mercado Well No. 2	E	1,180,400	(7,500)	1,172,900
Water Utility Capital	Water Resource Management	#P71430 SRP Cost Share Agreement	E	300,000	(100,000)	200,000
Sewer Utility Capital	Water Resource Management	#P71490 Plant Capacity Increase/Enhancement	E	609,900	(405,200)	204,700
Sewer Loan 2023	Water Resource Management	#P71490 Plant Capacity Increase/Enhancement	E	34,980,000	(85,000)	34,895,000
Water Utility Capital	Water Resource Management	#P71500 Wtr & WWtr SCADA Integrate/Enhance	E	754,300	(3,800)	750,500
Sewer Utility Capital	Water Resource Management	#P71500 Wtr & WWtr SCADA Integrate/Enhance	E	734,500	(44,900)	689,600
Municipal Art Fund	Arts, Culture & Library	#R51020 Art_Stadium	E	451,000	(186,000)	265,000
General Capital Projects Fund	Human Svcs and Comm Vitality	#R61460 Art_Pavement Preservation	E	33,400	(1,700)	31,700
Contingency	General Operations	Contingency	E	80,454,600	1,364,800	81,819,400
Municipal Art Fund	General Operations	Contingency	E	-	186,000	186,000
Transportation Improvement	General Operations	Contingency	E	6,567,400	700,200	7,267,600
Highway User Revenue	General Operations	Contingency	E	-	2,181,200	2,181,200
Ground Ambulance Capital Fund	General Operations	Contingency	E	-	23,500	23,500

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
163rd Ave Dev 2014 Law	General Operations	Contingency	E	-	94,900	94,900
General Capital Projects Fund	General Operations	Contingency	E	-	5,072,200	5,072,200
Vehicle Replacement	General Operations	Contingency	E	-	573,700	573,700
Water Operations	General Operations	Contingency	E	-	36,700	36,700
Water Utility Capital	General Operations	Contingency	E	230,800	1,470,100	1,700,900
Sewer Operations	General Operations	Contingency	E	-	14,400	14,400
Sewer Utility Capital	General Operations	Contingency	E	465,300	69,100	534,400
Solid Waste Operations	General Operations	Contingency	E	-	153,100	153,100
Solid Waste Capital	General Operations	Contingency	E	279,900	414,900	694,800
Stormwater Operations	General Operations	Contingency	E	-	1,400	1,400
Stormwater Capital	General Operations	Contingency	E	178,800	143,400	322,200
Contingency	General Operations	Other	R	80,798,300	473,300	81,271,600
Fire/EMS Dev Fee 2020	General Operations	Services	E	13,300	309,100	322,400
Parks/Rec Dev Fee 2020	General Operations	Services	E	3,116,700	36,000	3,152,700
Police Dev Fee	General Operations	Services	E	5,058,000	7,200	5,065,200
Wtr Sys SPA 1 Dev Fee 2014 Law	General Operations	Services	E	4,146,800	2,200	4,149,000
Wtr Sys SPA 2 Dev Fee 2014 Law	General Operations	Services	E	16,200	2,200	18,400
Wtr Sys SPA 3 Dev Fee	General Operations	Services	E	16,100	2,200	18,300
Wtr Res SPA 2 Dev Fee 2014 Law	General Operations	Services	E	79,700	3,600	83,300
Wtr Res Dev Fee 2020	General Operations	Services	E	10,430,500	579,400	11,009,900
Sewer SPA 1 Dev Fee 2014 Law	General Operations	Services	E	16,200	2,200	18,400

Sewer SPA 2 Dev Fee 2014 Law	General Operations	Services	E	1,144,500	2,200	1,146,700
Expense Total				337,085,500	-	337,085,500
Revenue Total				98,726,400	-	98,726,400

2. Grant Carry Forward – To adjust budget authority for items previously approved by Council which require adjustment from what was originally estimated during the FY2024 budget process due to expenditure activity in the prior Fiscal Year.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G12101 ARPA Utility Assistance	R	446,400	(14,500)	431,900
Grants	Human Svcs and Comm Vitality	#G12101 ARPA Utility Assistance	E	446,400	(14,500)	431,900
Grants	Police	#G31052 FY19 Walmart Community Grant #2777	R	1,400	(100)	1,300
Grants	Police	#G31052 FY19 Walmart Community Grant #2777	E	1,400	(100)	1,300
Grants	Police	#G31056A FY20 WalMart Community Grant #5429	E	800	(100)	700
Grants	Police	#G31226 FFY22 AZDOHS UASI	R	31,400	(13,400)	18,000
Grants	Police	#G31226 FFY22 AZDOHS UASI	E	31,400	(13,400)	18,000
Grants	Police	#G31245 FFY23 DEA Task Force	R	25,700	(19,500)	6,200
Grants	Police	#G31245 FFY23 DEA Task Force	E	25,700	(19,500)	6,200
Grants	Police	#G31251 FY21 VOCA	R	102,600	(66,500)	36,100
Grants	Police	#G31251 FY21 VOCA	E	102,600	(66,500)	36,100
Grants	Police	#G31267 FFY23 GOHS DUI Enforcement	R	12,300	(12,300)	-
Grants	Police	#G31267 FFY23 GOHS DUI Enforcement	E	12,300	(12,300)	-
Grants	Police	#G31276 FFY23 GOHS Know Your Limit	R	23,000	(16,000)	7,000
Grants	Police	#G31276 FFY23 GOHS Know Your Limit	E	23,000	(16,000)	7,000
Grants	Police	#G31315 FFY23 GOHS STEP Enforcement	R	14,100	(8,700)	5,400
Grants	Police	#G31315 FFY23 GOHS STEP Enforcement	E	14,100	(8,700)	5,400
Grants	Police	#G31325 FFY23 GOHS Ped & Bike Safety	R	14,500	(1,900)	12,600

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Police	#G31325 FFY23 GOHS Ped & Bike Safety	E	14,500	(1,900)	12,600
Grants	Police	#G31357 FFY23 GOHS OP Enforcement	R	22,500	(7,100)	15,400
Grants	Police	#G31357 FFY23 GOHS OP Enforcement	E	22,500	(7,100)	15,400
Grants	Police	#G31365 FFY23 JLEO	R	11,400	(11,400)	-
Grants	Police	#G31365 FFY23 JLEO	E	11,400	(11,400)	-
Grants	Police	#G31394 FFY23 GOHS Motorcycle Safety	R	31,400	(31,300)	100
Grants	Police	#G31394 FFY23 GOHS Motorcycle Safety	E	31,400	(31,300)	100
Grants	Police	#G31413 FFY23 GOHS Accident Investigation	R	11,100	(6,800)	4,300
Grants	Police	#G31413 FFY23 GOHS Accident Investigation	E	11,100	(6,800)	4,300
Grants	Fire - Medical	#G34135 FFY23 GOHS Occupant Protection	R	18,200	(2,100)	16,100
Grants	Fire - Medical	#G34135 FFY23 GOHS Occupant Protection	E	18,200	(2,100)	16,100
Grants	Fire - Medical	#G34160 FY20 Community Paramedicine	R	7,700	(7,700)	-
Grants	Fire - Medical	#G34160 FY20 Community Paramedicine	E	7,700	(7,700)	-
Grants	Fire - Medical	#G34184 FFY21 SHSGP MMRS	R	16,500	(10,500)	6,000
Grants	Fire - Medical	#G34184 FFY21 SHSGP MMRS	E	16,500	(16,500)	-
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51565 2022 HOME	R	30,500	(30,500)	-
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51565 2022 HOME	E	30,500	(30,500)	-
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51680 CDBG	R	1,351,800	(429,800)	922,000
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51680 CDBG	E	1,351,800	(429,800)	922,000
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51681 CARES Act	R	243,800	(117,300)	126,500
Neighborhood Revitalization	Human Svcs and Comm Vitality	#G51681 CARES Act	E	243,800	(117,300)	126,500
Grants	Human Svcs and Comm Vitality	#G51710 ARPA (City of El Mirage)	R	657,600	(657,600)	-

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Grants	Human Svcs and Comm Vitality	#G51710 ARPA (City of El Mirage)	E	657,600	(657,600)	-
Grants	Human Svcs and Comm Vitality	#G51721 Homeless Infrastructure ARPA	R	-	2,580,000	2,580,000
Grants	Human Svcs and Comm Vitality	#G51721 Homeless Infrastructure ARPA	E	-	2,580,000	2,580,000
Grants	Parks and Recreation	#G54101 USTA Grow the Game	R	200	(200)	-
Grants	Parks and Recreation	#G54101 USTA Grow the Game	E	200	(200)	-
Grants	Parks and Recreation	#G54102 MPF Learn to Swim Program	E	400	2,000	2,400
Grants	Parks and Recreation	#G54102 MPF Learn to Swim Program	R	400	2,000	2,400
Grants	Sports and Tourism	#G59010 VAI Marketing Grant	R	120,000	(41,400)	78,600
Grants	Sports and Tourism	#G59010 VAI Marketing Grant	E	120,000	(120,000)	-
Sports and Tourism Fund	Sports and Tourism	#G59010 VAI Marketing Grant	E	24,000	(24,000)	-
Contingency	General Operations	Contingency	E	80,454,600	(1,544,300)	78,910,300
Grants/Contingency	General Operations	Contingency	E	4,000,000	577,600	4,577,600
Contingency	General Operations	Other	R	80,798,300	(1,075,400)	79,722,900
Expense Total				87,673,900	-	87,673,900
Revenue Total				83,992,800	-	83,992,800

RESOLUTION # 2023-178
Exhibit B

1. Contract Awarding Authority List (Operating) – Council approved a lawnmower purchase for the Sports and Tourism department in FY2023. At the time of FY2024 budgeting, the department believed the lawnmower would be delivered no later than June 30, 2023. Due to delays beyond the department's control, this purchase extended into FY2024. A CAAL reference number is required for this purchase.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
24696	N59030 - FY2023 Lawnmower Carryforward	0	\$123,500	\$123,500

2. Contract Awarding Authority List (Capital) – The FY2024 CAAL amounts are being increased in accordance with the budget amendment increases noted in Exhibit A.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
24345	P71110 – Solar Biosolids Dryer	\$1,115,620	\$399,100	\$1,514,720
24347	P71190 – SPA1 Recharge Expansion	\$3,300,000	\$902,700	\$4,202,700
24351	P71020 - Desert Oasis WSF-Phs 2	\$0	\$451,900	\$451,900
24181	G51730A-C Multi-Gen Community Resource Center	\$28,960,910	\$1,000,000	\$29,960,910



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 5, 2023

Contact Person: Michael Boule, ASST
DIRECTOR-UTILITY OPERATION

Submitting Department: Water Resource
Management

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of an amendment to the Fiscal Year 2024 budget by moving budget authority of \$827,400 from Contingency within the Water Utility Capital Fund and \$1,172,900 from project P71390 within the Water Resources Dev Fee 2020 fund to project P71390 Rancho Mercado Well No.2 within the Water System SPA 2 Dev Fee 2014 Law Fund; Resolution 2023-164.

Motion:

I move to Approve Resolution #2023-164.

Background:

In 2020 the City of Surprise entered the SPA 2 East Water, Water Recharge and Wastewater Development Agreement (Resolution 2020-141) which provides a water and wastewater solution for the benefited properties generally located in eastern SPA 2, bounded by 163rd Avenue on the West, Litchfield Road alignment on the East, and State Route 303 to the South, and Jomax Road to the North. As part of the agreement, the City has been collecting buy-in fees for the improvements associated with a new production well. This budget amendment will:

1. Reallocate funding from the Water Resource Impact Fee fund to the SPA 2 Water System Development Impact Fee fund.
2. Move funding from the Water Utility Contingency fund into the project which will be reimbursed by future buy-in fees.

The design associated with the Rancho Mercado Well No.2 is complete and construction is anticipated to start in early 2024. This well will provide critical redundancy to the city's water system, and support growth in the SPA 2 region.

Objective Analysis:

This item will provide the city with a secondary well in the SPA 2 east region via the use of buy-in fee funding.

Policy Compliant:

This item is consistent with City and City Council Policy, specifically related to water acquisition policies and the City's Council approved 2008 Integrated Water Masterplan.

Financial Impact:

The operational costs associated with the additional well and the recharge basins have been included in the current utility rate study.

Budget Impact:

The FY2024 revised budget includes \$2,172,600 of appropriation for project P71390 Rancho Mercado Well No. 2. \$999,700 within the Water System SPA2 Dev Fee 2014 Law fund and \$1,172,900 within the Water Resource Dev Fee 2020 fund. If approved, this item will amend the FY2024 budget by moving \$1,172,900 from the Water Resource Dev Fee 2020 fund to Water System SPA2 Dev Fee 2014 Law fund within project P71390 and moving \$827,400 from Contingency within the Water Utility Capital fund to project P71390 Rancho Mercado Well No. 2 within the Water System SPA2 Dev Fee 2014 Law fund. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

FTE Impact:

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

ATTACHMENTS:

1. Res Rancho Mercado Well 2_Final
-

RESOLUTION # 2023-164

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$827,400 FROM CONTINGENCY IN THE WATER UTILITY CAPITAL FUND AND \$1,172,900 FROM THE WATER RESOURCES DEV FEE 2020 FUND IN PROJECT P71390 RANCHO MERCADO WELL NO. 2 TO THE WATER SYSTEM SPA2 DEV FEE 2014 LAW FUND IN PROJECT P71390 RANCHO MERCADO WELL NO. 2 TO INCREASE THE BUDGET AUTHORITY TO COVER THE CONSTRUCTION COST OF THE SECOND WELL AT RANCHO MERCADO AND AMENDING THE FISCAL YEAR 2024 CONTRACT AWARDING AUTHORITY LIST.

WHEREAS, the FY2024 budget was adopted including funding for project P71390 Rancho Mercado Well No.2 in the amount of \$999,700 from the Water System SPA2 Dev Fee 2014 Law fund and \$1,172,900 from the Water Resource Dev Fee 2020 fund;

WHEREAS, all expenses incurred for this project should be paid from the Water System SPA2 Dev Fee 2014 Law fund;

WHEREAS, it is necessary to move budget authority in the amount of \$1,172,900 from the Water Resource Dev Fee 2020 fund to the Water System SPA2 Dev Fee 2014 Law fund within project P71390 Rancho Mercado Well No. 2;

WHEREAS, additional budget authority in the amount of \$827,400 is needed to cover construction of the second Rancho Mercado well;

WHEREAS, this cost is reimbursed by developers in SPA2;

WHEREAS, the FY2024 budget, including the FY2024 Contract Awarding Authority List, was adopted by Council Resolution #2023-85 on June 6, 2023;

WHEREAS, this action will necessitate a budget amendment;

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature; 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 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 statements and schedules attached as *Exhibit B* and incorporated by reference are adopted, amending 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.

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2023-164**Exhibit A**

1. Appropriation - The allocation below represents a movement of budget authority in the amount of \$827,400 from Contingency in the Water Utility Capital fund to the Water System SPA2 Dev Fee 2014 Law fund in project P71390 Rancho Mercado Well No. 2 and \$1,172,900 from the Water Resource Dev Fee 2020 fund to the Water System SPA2 Dev Fee 2014 Law fund within project P71390 Rancho Mercado Well No. 2 to cover expenditures associated with construction of the second well at Rancho Mercado. This action represents a transfer of spending authority and does not increase or decrease the total adopted citywide expenditure budget.

Fund	Department	Project/Category	Rev/ Exp	Current Budget	Increase/ (Decrease)	Amended Budget
Wtr Sys SPA 2 Dev Fee 2014 Law	Water Resource Management	#P71390 Rancho Mercado Well No. 2	E	999,700	2,000,300	3,000,000
Wtr Res Dev Fee 2020	Water Resource Management	#P71390 Rancho Mercado Well No. 2	E	1,172,900	(1,172,900)	-
Water Utility Capital	General Operations	Contingency	E	1,701,000	(827,400)	873,600
Expense Total				3,873,600	-	3,873,600

RESOLUTION # 2023-164
Exhibit B

1. Contract Awarding Authority List – Council approved \$2,398,110 for the purpose of constructing a second well at Rancho Mercado on the Fiscal Year 2024 Contract Awarding Authority List. This amount was based on preliminary projections.

Reference #	Description	Current Amount	Increase/ (Decrease)	Amended Amount
24355	Rancho Mercado Well No. 2	\$2,398,110	\$601,890	\$3,000,000



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 5, 2023 Contact Person: Seth Dyson, DIRECTOR - HSCV
Submitting Department: Community Development District: District 4
Staff Recommendations:

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

Consideration and action pertaining to approval of a residential density transfer, pursuant to Section 104-1.11 of the City of Surprise Municipal Code, for the Heritage Senior Apartments, generally located on the northeast corner of Nash Street and Santa Fe Boulevard; Ordinance #2023-31.

Motion:

I move to approve Ordinance #2023-31.

Background:

The Heritage Senior Apartments is a proposed 99-unit senior housing project located on City-owned property within the SHD-CO zoning district. In order to comply with the density requirements of the SHD-CO zoning district, a residential density transfer is being requested to transfer the available density credits from the adjacent City-owned parcels, where a new, non-residential community Multi-Generational Center will be constructed, to the site of the Heritage Senior Apartments.

Objective Analysis:

The density transfer will allow the senior housing project to meet the requirements of the LDO with regard to the allowed number of units. This transfer will allow the applicant of the senior housing project to develop the property with 99 units as proposed.

Policy Compliant:

The density transfer will advance the City's interest in protecting the City's larger tracts of open space, such as Floyd Gaines Park and Ballfield, will provide senior residents with safe and convenient access to the City's Multi-Gen Center and Resource Center, will comply with the overall density permitted for the character area as set forth in the General Plan, and is in harmony with the purposes and intent of the zoning ordinance and the Surprise 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:

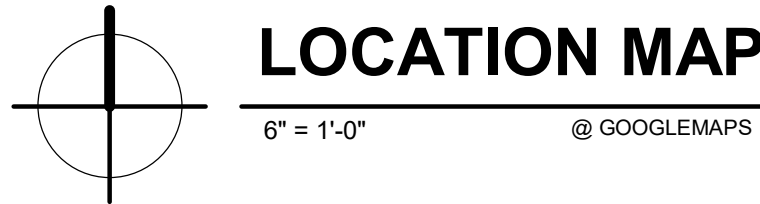
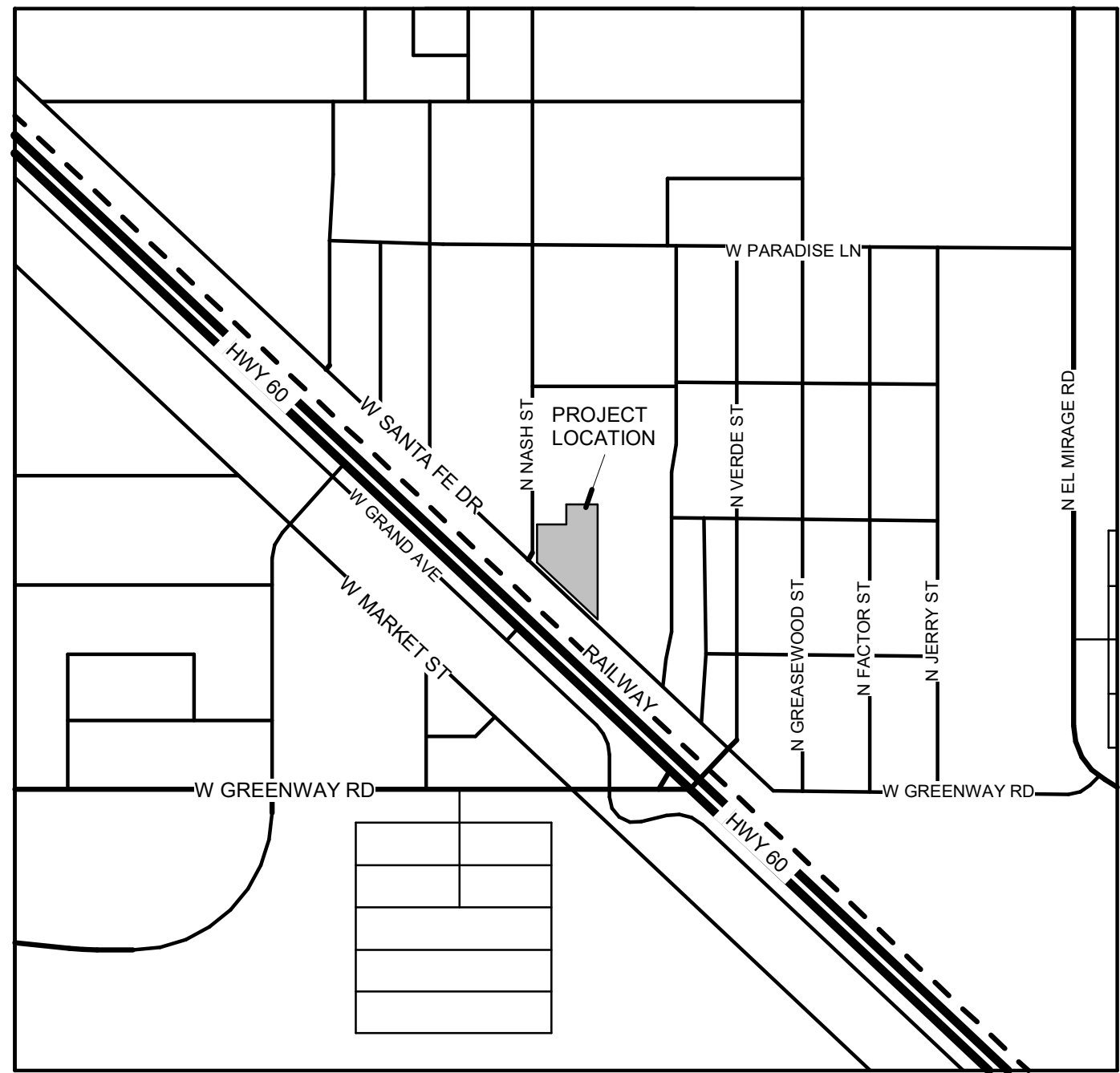
This item does not have an impact on current staffing levels.

ATTACHMENTS:

1. 01 - FS22-1620 Heritage Senior Apartments Density Transfer - Vicinity Map
 2. 02 - FS22-1620 Heritage Senior Apartments Density Transfer - Site Plan
 3. 03 - FS22-1620 Heritage Senior Apartments Density Transfer - Luke Letter
 4. 04 - FS22-1620 Heritage Senior Apartments Density Transfer ORDINANCE
 5. 00 - FS22-1620 Heritage Senior Apartments Density Transfer - Staff Report 120523
 6. FS22-1620 Heritage Senior Apartments Density Transfer - Presentation
-



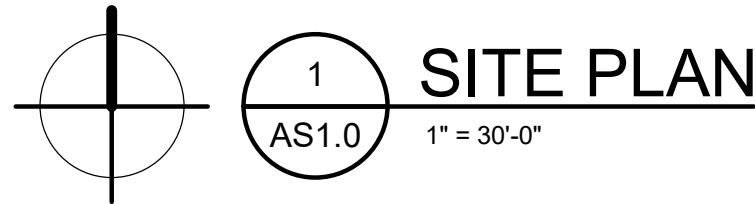
FS22-1620 VICINITY MAP



FIRE LANE
CITY OF SURPRISE
MUNICIPAL CODE
SEC 54-89 (a) (14)

FIRE LANE SIGNAGE DETAIL

501-80-057
SHD-CO



501-20-062
SHD-RO

501-20-061
SHD-RO

501-20-034D
SHD-RO

501-22-088
SHD-CO

501-80-034D
SHD-CO

501-79-034
SHD-CO

501-80-038A
SHD-CO

LEGAL DESCRIPTION

A portion of the Southeast Quarter of Section 2, Township 3 North, Range 1 West of the Gila and Salt River Meridian, City of Surprise, Maricopa County, Arizona described as follows:

COMMENCING at the Southeast Corner of said Section 2 from which the East Quarter Corner of said Section 2 lies North 00°03'18" West 2656.89 feet;

Thence along the east line of the Southeast Quarter of said Section 2 North 00°03'18" West 1660.56 feet;

Thence departing said line North 89°36'07" West 2303.07 feet;

Thence South 00°05'06" East 265.07 feet to the POINT OF BEGINNING;

Thence continuing South 00°05'06" East 573.45 feet to the northeast Right of Way line of Santa Fe Drive;

Thence along said Right of Way line North 46°49'10" West 411.11 feet to the intersection of the east Right of Way line of Nash Street and said northeast Right of Way line of Santa Fe Drive;

Thence along said east Right of Way line of Nash Street North 00°04'36" West 194.11 feet;

Thence departing said line South 89°37'08" East 140.11 feet;

Thence North 00°04'52" West 100.00 feet;

Thence South 89°37'18" East 159.23 feet to the POINT OF BEGINNING.

Containing 2.6593 acres, more or less.

Attached is EXHIBIT "B" and by this reference is made a part hereof.

End of description.

APPLICABLE CODES

2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL PLUMBING CODE
2017 NEC
2009 ICC/ANSI A.117.1
2018 INTERNATIONAL ENERGY CONSERVATION CODE
2018 INTERNATIONAL FIRE CODE WITH LOCAL AMENDMENTS (ORD. #2021-01)
SURPRISE AZ MUNICIPAL CODE

PROJECT DIRECTORY

PROPERTY OWNER
GEM HOUSING SOLUTIONS
(HOUSING AUTHORITY OF MARICOPA COUNTY)
8910 N. 78TH AVENUE
PEORIA, AZ 85345
PH: (602) 526-6633
ATTN: CHANCHAL SINGH

CONTRACTOR
GORMAN GENERAL CONTRACTORS, LLC
200 N MAIN STREET
OREGON, WI 53575
PH: (608) 835-5915
ATTN: RON SWIGGUM

ARCHITECT OF RECORD
GORMAN & COMPANY, LLC
200 N MAIN STREET
OREGON, WI 53575
PH: (608) 835-3326
ATTN: RAFAEL TUDOR

DESIGN ARCHITECT
HOOKER DEJONG, INC
5010 E SHEA BLVD, SUITE 125
PHOENIX, AZ 85254
PH: (602) 908-1001
ATTN: AMELIA ELLIOTT

CIVIL ENGINEER
CYPRESS CIVIL DEVELOPMENT
4450 N 12TH STREET, #228
PHOENIX, AZ 85014
PH: (602) 282-2498
ATTN: JEFF HUNT

MEPF ENGINEER
HOOKER DEJONG, INC
316 MORRIS AVE, SUITE 410
MUSKEGON, MI 49440
PH: (231) 722-3407

LANDSCAPE ARCHITECT
TRUEFORM LANDSCAPE ARCHITECTURE STUDIO
820 N CENTRAL AVENUE
PHOENIX, AZ 85004
PH: (480) 382-4244
ATTN: MARC BEYER

WATER RESOURCE MANAGEMENT

TOTAL AREA OF THE SITE: 115,843 SF
TOTAL IMPERVIOUS AREA OF THE SITE: 89,102
ADJUSTED TOTAL OF PervIOUS AREA OF THE SITE: 26,741
PERCENTAGE OF IMPERVIOUS AREA FOR THE SITE: 77%

(NOTE: CALCULATIONS PROVIDED BY CIVIL ENGINEER, PER STORMWATER CALCULATIONS)

SITE KEY

- ACCESSIBLE ROUTE
- NEW STORMWATER LINE - SEE CIVIL
- OVERHEAD ELECTRICAL LINE
- STRUCTURE
- LANDSCAPE
- ASPHALT DRIVE
- CONCRETE SIDEWALK
- GRANITE SIDEWALK
- CONCRETE PAVERS
- CONCRETE PAVEMENT
- MANHOLE - SEE CIVIL
- NEW SITE STREETLIGHT - SEE ELECTRICAL
- EXISTING STREETLIGHT
- EXISTING UTILITY POLE
- UNDERGROUND STORMWATER RETENTION

GENERAL ARCHITECTURAL SITE PLAN NOTES

- PROTECT SITE FROM DAMAGE DURING CONSTRUCTION AND RESTORE DAMAGE TO ORIGINAL CONDITION ACCEPTABLE TO OWNER.
- PREPARE PLANS AND COORDINATE WITH OWNER FOR STAGING AREAS AND SITE SECURITY.
- AN ERRC RADIO SURVEY TEST WILL BE CONDUCTED PRIOR TO C OF O. IF THE TEST FAILS, AN ERRC RADIO SYSTEM SHALL BE INSTALLED - IFC 510.
- SOLID WASTE COLLECTION VEHICLE ROUTES SHALL PROVIDE A MINIMUM WIDTH OF 20 FEET CLEAR OF ALL OBSTRUCTIONS IN ORDER TO PREVENT DAMAGE FROM THE COLLECTION VEHICLE OR DAMAGE TO THE VEHICLE ITSELF. OBSTRUCTIONS INCLUDING, BUT NOT LIMITED TO, PLANT GROWTH, STRUCTURES, AWNINGS, BUILDING PROJECTION, AND ATHLETIC EQUIPMENT, SHALL NOT PROJECT INTO THE ROADWAY OR ALLEY, AND A MINIMUM OVERHEAD CLEARANCE OF 14 FEET IS REQUIRED. GREATER CLEARANCE IS REQUIRED FOR OVERHEAD ELECTRICAL AND COMMUNICATION LINES PER NATIONAL ELECTRICAL SAFETY CODE RULE 232. REQUIREMENTS MAY VARY DEPENDING ON UTILITY. REFER TO RULE 232 FOR THOSE REQUIREMENTS.

ZONING REQUIREMENTS

ZONING:
SHD-CO: SURPRISE HERITAGE DISTRICT COMMERCIAL OVERLAY

DENSITY (106-3.1):
4000 SOFT LOT AREA / UNIT
MAXIMUM: 115,844 SOFT (PER ALTA) / 4000 = 28 UNITS
PROPOSED: 99 UNITS

SETBACKS (Table 106-3b):
FRONT: 15'
SIDE: 10'
BACK: 10'

MAX HEIGHT MIXED USE (Table 106-3b): 45'
PROPOSED HEIGHT: 37'

PARKING REQUIREMENTS

1 SPACE PER 1BR UNIT
1 SPACE PER 250 SOFT OF CLUBHOUSE SPACE
0.2 VISITOR SPACES PER UNIT
(Table 107-4C)

99 UNITS = 99 SPACES
2154 CLUBHOUSE SOFT/250 = 9 SPACES
99 UNITS X 0.2 = 20 VISITOR SPACES

TOTAL REQUIRED SPACES: 128
PROVIDED: 96 - REMAINING 3 SPACES PROVIDED ON ADJACENT MULTI-GEN SITE

REQUIRED ADA SPACES: 4
PROVIDED: 4

REQUIRED VAN ADA SPACES: 1
PROVIDED: 4

ALLOWABLE COMPACT (107-4.5): 30% OF 99 = 29
PROVIDED: 21

One (1) parking lot (Landscape) island with one (1) foot of ribbon curbing shall be provided every ten (10) parking spaces and at the end of each parking row. (107-4.4.)

Where wheel stops are not used the width of the abutting landscape median or sidewalk shall be increased in by at least two (2) feet. (107-4.4.)

Bicycle spaces will be provided at the rate of one (1) bicycle space for every twenty (20) vehicle parking spaces in accordance with the below specifications; with the exception of residential uses in RR, R-1, and R-2 zoning districts. (107-4.6.)

REQUIRED BICYCLE SPACES: 5
PROVIDED: 6

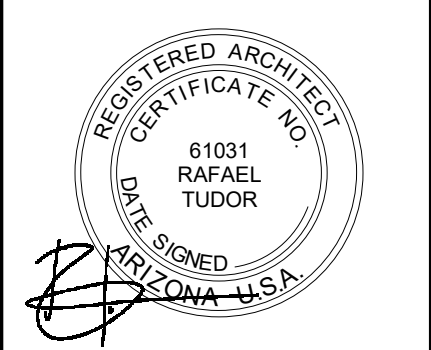
SITE PLAN KEYNOTES

- EXISTING CONCRETE SIDEWALK TO REMAIN
- NEW CONCRETE SIDEWALK - SEE CIVIL AND LANDSCAPE
- BITUMINOUS ASPHALT
- CONCRETE PAVEMENT
- LANDSCAPING - SEE CIVIL AND LANDSCAPE
- DUMPSTER ENCLOSURE WITH ACCESSIBLE ROUTING TO AND FROM APARTMENT BUILDING. SEE LANDSCAPE, AND SEE STRUCTURAL FOR DETAIL 12/S2.02
- BICYCLE RACKS
- CURB RAMP
- STRIPING
- COMMUNITY GARDEN - SEE LANDSCAPE
- RAISED CROSSING - SEE LANDSCAPE
- GRANITE SIDEWALK - SEE CIVIL AND LANDSCAPE
- CONCRETE BENCH PAD
- CONCRETE PAVERS
- NEW 6" CMU SITE WALL. SEE LANDSCAPE AND STRUCTURAL. WALL TO BE PAINTED "CLASSIC LIGHT BUFF" SW 0050.
- INSTALL FIRE DEPARTMENT KNOX BOX
- FDC LOCATION
- NEW FIRE HYDRANT - SEE CIVIL
- DRINKING FOUNTAIN
- SCREEN WALL
- HEAT PUMP UNIT
- MONUMENT SIGN - SEE DETAIL 4-AS1.1
- DEPRESSED STORMWATER RETENTION AREA - SEE CIVIL
- DRAINAGE BASIN WITH SOLID COVER - SEE CIVIL
- TWO CHAMBER DRYWELL - SEE CIVIL
- PAD MOUNTED TRANSFORMER - SEE ELECTRICAL
- DRAINAGE BASIN AND STEEL BAR GRATE - SEE CIVIL
- INLINE DRAIN WITH SOLID COVER - SEE CIVIL
- EXISTING UTILITY BOXES
- 2" DOMESTIC WATER SERVICE AND METER BOX - SEE CIVIL
- 2" BACKFLOW PREVENTER - SEE CIVIL
- 1" LANDSCAPE WATER SERVICE AND METER BOX - SEE CIVIL
- 1" BACKFLOW PREVENTER - SEE CIVIL

Administrative Approval	
Community Development Director	Date:
City Engineer	Date:



Hooker DeJong Inc.
ARCHITECTS • ENGINEERS • PLANNERS
316 Morris Avenue
Suite 410
Muskegon, MI 49440
P 231.722.3407
F 231.722.2589



NEW CONSTRUCTION
HERITAGE SENIOR APARTMENTS
15638 N NASH ST, SURPRISE, AZ 85378, APN: 501-80-034A & 501-80-034C
GORMAN & COMPANY

PROJECT NUMBER		2022.0099
ISSUANCE		
NO.	DATE	DESCRIPTION
1	2022.11.29	PERMIT SET
3	2023.03.10	CITY OF SURPRISE RESPONSE #1
4	2023.03.29	CITY OF SURPRISE RESPONSE #1
5	2023.04.26	CITY OF SURPRISE RESPONSE #2
6	2023.05.03	BID SET
7	2023.05.23	ADDENDUM #2
8	2023.06.06	CITY OF SURPRISE RESPONSE #3
13	2023.11.08	CITY OF SURPRISE RESPONSE #5

CASE #:
FS22-1620

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ARCHITECTURAL
SITE PLAN

AS1.0



**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

6 January 2023

Mr. Christopher Toale
Director, Community Initiatives Team
56th Fighter Wing
14185 W. Falcon St.
Luke AFB AZ 85309-1629

Ms. Tierney Farago
Planning Project Coordinator
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS22-1620; Heritage Senior Apartments (APN: 501-80-034A and 501-80-034C)

Dear Ms. Farago

Thank you for the opportunity to provide comments on the site plan for the Heritage Senior Apartments project. The site sits on approximately 2.7 acres of vacant land located 15645 W. Nash Street in Surprise, AZ. The apartment complex will contain approximately 99 affordable housing units. The site falls approximately 1.2 miles outside the Luke AFB 1988 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

In an effort to promote a more compatible co-existence, Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/ac from the 65 Ldn to 1/2 mile, a maximum of 4 du/ac from 1/2 to 1 mile, and a maximum of 6 du/ac from 1 to 3 miles.

This request with a proposed density of 36.6 du/ac does not fall within these guidelines and it should be noted that excessive densities underneath Luke AFB flight patterns pose a safety concern due to the potential for excessive noise and/or mishaps; however, Luke AFB recognizes the Surprise Heritage District (SHD) development area as "grandfathered."

The site is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 165 over flights a day. If this development is approved, 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 would be essential to inform potential residents about Luke AFB operations.

If there are any questions, please contact my Community Planner, Mr. Mark James, at (623) 856-6175.

Sincerely

TOALE.CHRISTOPHER.P.10396
HER.P.1039696165

Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2023.01.06 10:50:43 -0700

CHRISTOPHER P. TOALE

cc:

Colonel Keagan L. McLeese, Vice Commander, 56th Fighter Wing

Ms. Timothy A. Forero, GS-13, General Law Attorney, 56th Fighter Wing

ORDINANCE # 2023-31

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A RESIDENTIAL DENSITY TRANSFER FOR HERITAGE SENIOR APARTMENTS PURSUANT TO SURPRISE MUNICIPAL CODE, SECTION 104-1.11, GENERALLY LOCATED AT THE NORTHEAST CORNER OF NASH ST AND SANTA FE BLVD.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the City owns two vacant parcels of real property, APN # 501-80-038A, APN # 501-80-038B, which comprise nearly 7.00 acres of land upon which the City will construct a new, non-residential community Multi-Generational Center ("Multi-Gen Parcels"), which are legally described and depicted on Exhibits A and B;

WHEREAS, the City also owns two vacant parcels of real property, APN # 501-80-034A and # 501-80-034C, which comprise in excess of 2.60 acres of land upon which the Housing Authority of Maricopa County and their construction partners will construct a 99 Unit age-restricted affordable senior living community known as the Heritage Senior Apartments, generally located at the northeast corner of Nash St and Santa Fe Blvd, legally described and depicted on Exhibits C and D ("Heritage Parcels"), which are adjacent to the Multi-Gen Parcels;

WHEREAS, all four of the City's parcels are located in the Surprise Heritage District Commercial Overlay zoning district ("SHD-CO");

WHEREAS, in order to comply with the density requirements of the SHD-CO, the City seeks to transfer the available residential density credits from the Multi-Gen Parcels to the Heritage Parcels;

WHEREAS, the City of Surprise Municipal Code permits a residential density transfer pursuant to Section 104-1.11;

WHEREAS, the density transfer will advance the City's interest in protecting the City's larger tracts of open space, such as Floyd Gaines Park and Ballfield, will provide senior residents with safe and convenient access to the City's Multi-Gen Center and Resource Center, will comply with the overall density permitted for the character area as set forth in the General Plan, and is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

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

Section 1. *Residential Density Transfer.* The allowable number of dwelling units for the Multi-Gen Parcels, legally described on Exhibit A and depicted on Exhibit B, are hereby transferred to the Heritage Parcels, legally described on Exhibit C and depicted on Exhibit D.

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:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
LEGAL DESCRIPTION FOR PROPERTY TRANSFERRING DENSITY

PAGE 1

DESCRIPTION

HERITAGE SENIOR APARTMENTS DENSITY TRANSFER

A portion of the Southeast Quarter of Section 2, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona described as follows:

COMMENCING at the Southeast Corner of said Section 2 from which the East Quarter Corner of said Section lies North 00°03'18" West 2656.97 feet;

Thence along the east line of said Southeast Quarter North 00°03'18" West 1659.19 feet;

Thence departing said line North 89°33'58" West 1976.20 feet to a point on the west line of Hollyhock Street said point being on a non-tangent curve, concave westerly from which the radius point lies North 84°32'33" West 469.49 feet and the POINT OF BEGINNING;

Thence along said right-of-way line the following 7 courses;

Thence southerly along the arc of said curve through a central angle of 01°10'19" a distance of 9.60 feet;

Thence 06°37'47" West 131.02 feet to the beginning of a tangent curve, concave easterly, having a radius of 528.41 feet;

Thence southerly along the arc of said curve, through a central angle of 06°41'32" a distance of 61.72 feet;

South 00°03'46" East 628.11 feet to the beginning of a tangent curve, concave westerly, having a radius of 473.93 feet;

Thence southerly along the arc of said curve through a central angle of 12°15'33" a distance of 101.40 feet;

Thence South 12°11'48" West 65.28 feet to the beginning of a tangent curve, concave easterly, having a radius of 534.21 feet;

Thence southerly along the arc of said curve through a central angle of 10°23'07" a distance of 96.83 feet to a point on the northeasterly right-of way line of Santa Fe Drive;

Thence along said right-of-way line North 46°50'51" West 371.18 feet;

Thence North 00°04'29" West 838.31 feet;

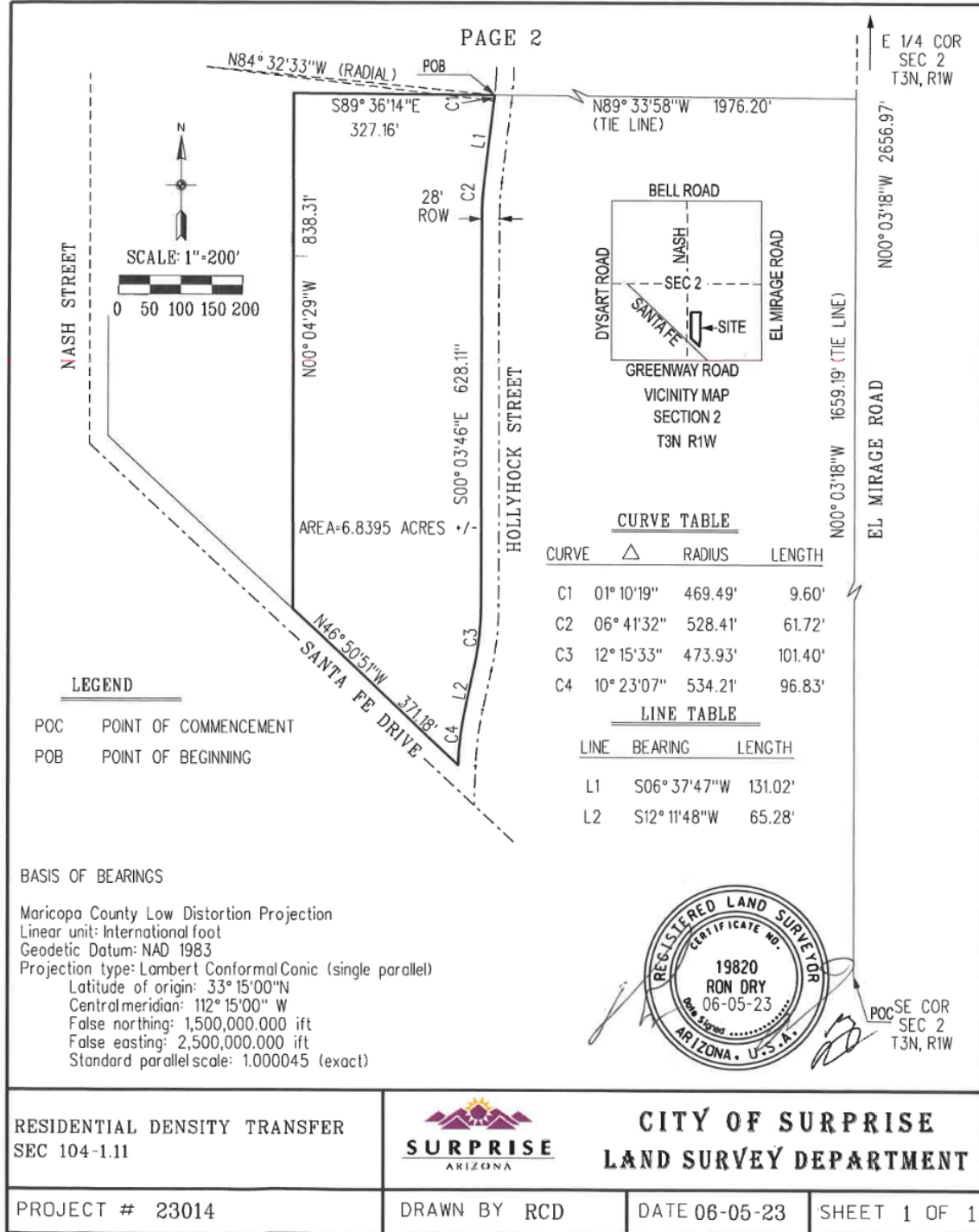
Thence South 89°36'14" East 327.16 feet to the POINT OF BEGINNING.

Containing 6.8395 acres, more or less.

Attached is PAGE 2 and by this reference is made a part hereof.
End of description



EXHIBIT B DEPICTION OF PROPERTY TRANSFERRING DENSITY



Ordinance No. 2023-31
RFLS #8646
Rev 11/23

EXHIBIT C
DESCRIPTION OF PROPERTY ACCEPTING TRANSFERRED DENSITY

PAGE 1

DESCRIPTION

HERITAGE SENIOR APARTMENTS

A parcel of land located in the Southeast Quarter of Section 2, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

COMMENCING at the South Quarter Corner of said Section, from which the Center Quarter Corner of said Section lies North 00°04'39" West 2660.02 feet;

Thence along the west line of said Southeast quarter North 00°04'39" West 1102.89 feet;

Thence departing said line North 89°55'21" East 30.00 feet to the POINT OF BEGINNING;

Thence North 00°04'39" West 194.36 feet;

Thence South 89°36'14" East 140.00 feet;

Thence North 00°04'39" West 100.00 feet;

Thence South 89°35'17" East 159.03 feet;

Thence South 00°04'29" East 573.09 feet to the northeasterly right-of-way line of Santa Fe Drive;

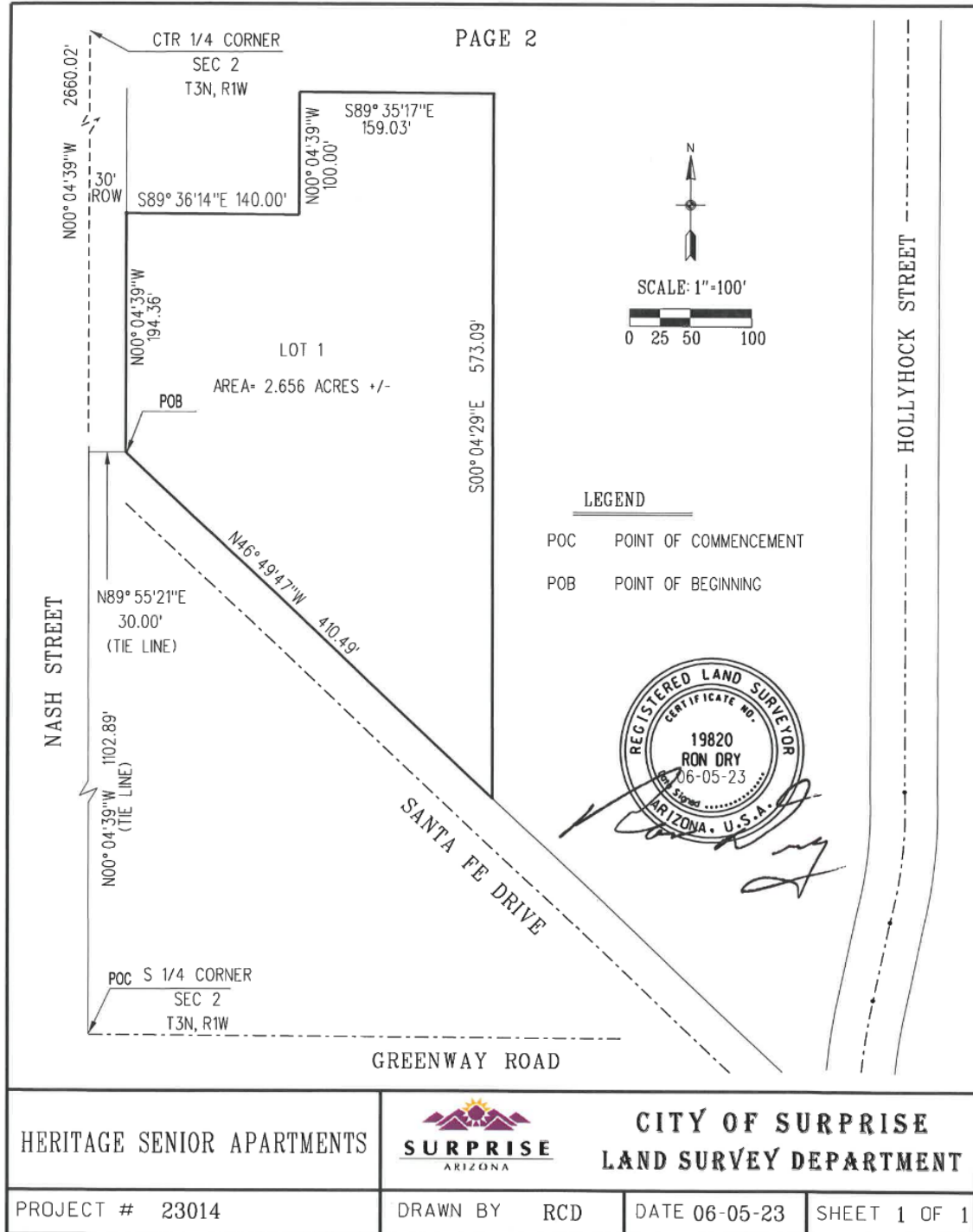
Thence along said right-of-way line North 46°49'47" West 410.49 feet to the POINT OF BEGINNING.

Containing 2.656 acres, more or less.

Attached is PAGE 2 and by this reference is made a part hereof.

End of description

EXHIBIT D DEPICTION OF PROPERTY ACCEPTING TRANSFERRED DENSITY



Ordinance No. 2023-31
RFLS #8646
Rev 11/23

DENSITY TRANSFER

REPORT TO THE CITY COUNCIL

Case: FS22-1620

Project Name: Heritage Senior Apartments Density Transfer and Parking Reduction

Council District: 4 – Mulberry

Meeting Date: December 5, 2023

Planner: Trever Fleetham

Applicant: City of Surprise

Request: Density transfer between city-owned property to facilitate development of the Heritage Senior Apartments and parking reduction

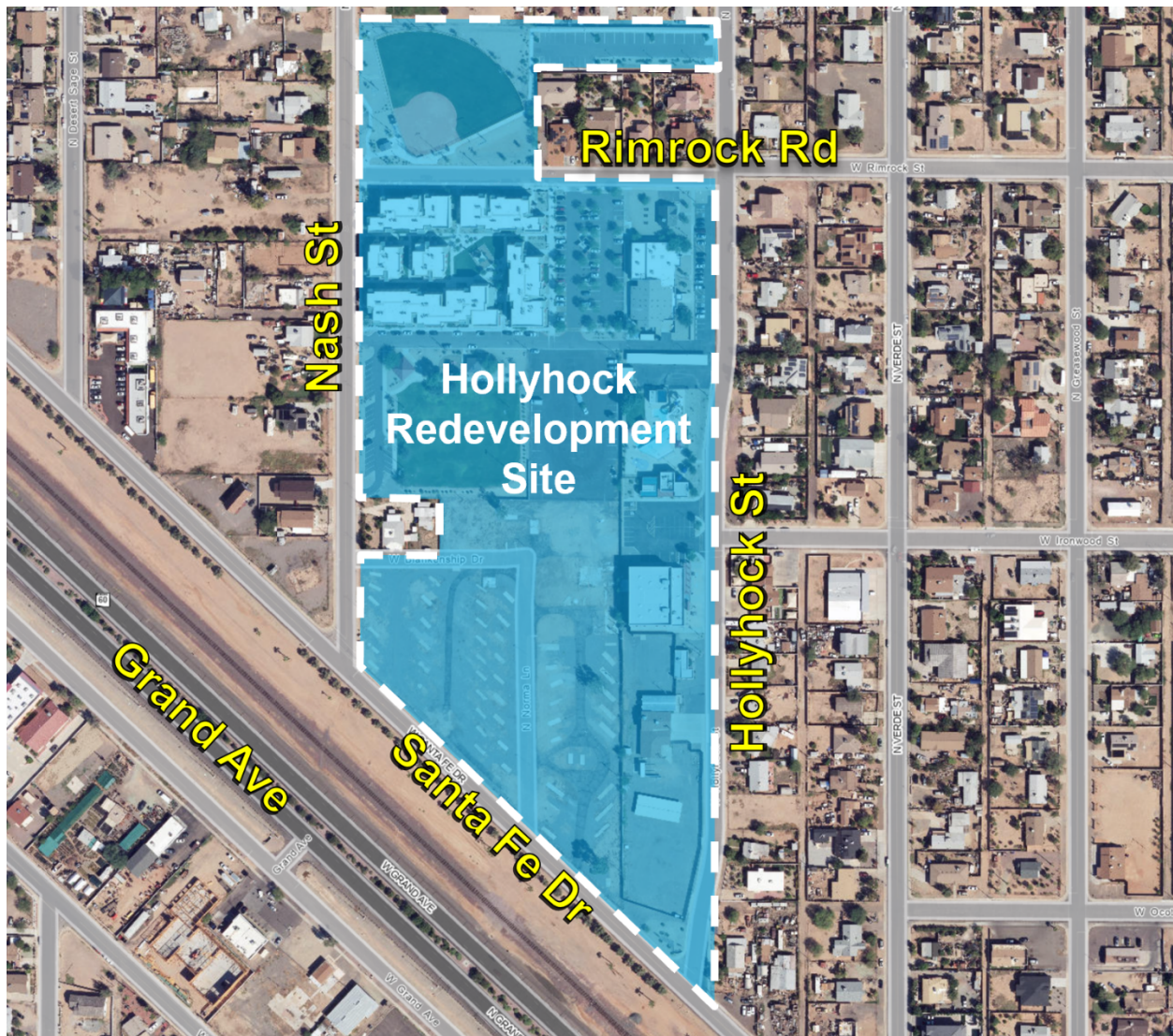
Location: Northwest corner of Santa Fe Drive and Hollyhock Street

Support/Opposition: None known

PROJECT DESCRIPTION:

In 2018, the City partnered with the Housing Authority of Maricopa County ("HAMC") to construct an affordable housing community ("Affordable Housing") generally located in the City's Original Town Site ("OTS") near the corner of N Nash Street and W Rimrock Street. As part of this Affordable Housing project, the City entered into a long-term ground lease with HAMC under which the City maintained ownership of the underlying real property, while permitting HAMC and its partner(s) to construct and provide much needed Affordable Housing for a number of the City's residents. To accommodate this development, the Floyd Gaines Park and Ballfield was relocated to the vacant lot immediately north to act as a buffering mechanism.

The Surprise Planning & Zoning Commission approved the Affordable Housing project site plan for 100 dwelling units in December 2018. Based on the zoning code in effect at the time, 337 total parking spaces were required for this development. The applicant included 66 spaces on the development site, a portion of which were included in a Shared Parking Agreement with the City. Also included were 33 parallel parking spaces on the adjacent roadway. The remaining 238 required spaces were planned to be provided south of the development site, finalized and constructed by the City in a future Capital Improvement Plan (CIP) project for the use and benefit of an overall campus-like environment known as the Hollyhock Redevelopment Site.



The Hollyhock Redevelopment Site is generally bounded by Sante Fe Drive, Nash Street, Rimrock St, and Hollyhock St, and is home to the City's Floyd Gaines Park and Ballfield, Hollyhock Community Pool, and the Villanueva Community Center. In total, the Hollyhock Redevelopment Site consists of seven (7) City-owned parcels for a total of 18.57 acres. The City envisioned this to be a campus-like area to provide services for some of the City's most-deserving residents, while aiding in the overall redevelopment of the OTS.

In 2022, the City partnered with Maricopa County for the receipt of \$18m to construct a \$27m multigenerational community resource center ("Multi-Gen Center") to provide better, more efficient resiliency services to some of the City's most vulnerable and deserving residents. The City determined that the most appropriate location for this new Multi-Gen Center was in the Hollyhock Redevelopment Site to further develop the campus-like environment.

61
62 Additionally, given the success of the Affordable Housing community, the City
63 approached HAMC about the construction of a new senior living community to provide
64 affordable housing for seniors in Surprise. The addition of a Senior Affordable Housing
65 Community and a Multi-Gen Center to the existing Affordable Housing Community, Floyd
66 Gaines Park and Ballfield, Hollyhock Community Pool, and Villanueva Community Center
67 within the Hollyhock Redevelopment Site, co-existing as a campus-like development,
68 provides a number of City services and amenities to our residents most-in-need.

69
70 HAMC again agreed to partner with the City to construct affordable housing, this time
71 designated for senior living. In order for HAMC to begin its due diligence process to
72 confirm viability and funding commitments with Housing and Urban Development (“HUD”)
73 and other private financing institutions, the City Manager provided a letter of intent (“LOI”)
74 to HAMC and HUD committing two (2) City-owned parcels consisting of approximately
75 2.62 acres. Upon receipt of the City’s LOI, HAMC and HUD began their due diligence in
76 order to secure funding for the construction and long-term operation of an affordable
77 senior living community.

78
79 Similar to the Affordable Housing community, the City of Surprise agreed to provide a
80 long-term ground lease for the Heritage Senior Apartments Project to be located on the
81 northeast corner of Nash Street and Santa Fe Drive and consisting of 99 affordable units
82 for seniors. This Project is planned to be integrated into the campus-like environment in
83 this area and will include pedestrian connections to the planned Multi-Gen Center
84 immediately to the east of the Project as shown in the map below. The Multi-Gen Center
85 site, similar to the Floyd Gaines Park and Ballfield, Hollyhock Community Pool, and
86 Villanueva Community Center, does not have any residential units, nor are any residential
87 uses planned or contemplated for this area. They do, however, have designated public
88 parking.



Both the Multi-Gen Center and the Affordable Senior Housing projects are located within the Surprise Heritage District – Commercial Overlay (SHD-CO) zoning district. Within the SHD-CO district, the City’s Land Development Ordinance (LDO) requires a minimum of 4,000 square feet of lot area per dwelling unit for multi-family and mixed-use developments. Currently, based on the City’s LOI and identification of two specific parcels comprised of 2.62 acres, the Heritage Senior Apartments are unable to meet this requirement based on the 99 units proposed. Relatedly, when viewed only as the two parcels initially identified in the City’s LOI, the City’s LDO would require more parking spaces than will otherwise be available upon completion of the project. However, when viewed as an entire City campus, with shared parking throughout, the Campus area has the ability to take advantage of the unused residential density allowed on the adjacent parcels. As such, a density transfer is being requested to bring the Heritage Senior Apartments into compliance with the 4,000 SF/dwelling unit requirement in the LDO by transferring the allowable density from the Multi-Generational Center parcels to the Heritage Senior Apartments parcels.

BACKGROUND:

June 21, 2016: The City Council approved a zoning text amendment creating the Surprise Heritage District, Residential Overlay, and Commercial Overlay within the Original Town Site and the rezone of the subject property to SHD-CO.

LOI – 2021: The City envisions a Campus-like area in the OTS and sends a Letter of Intent to the Housing Authority of Maricopa County offering two City parcels totaling approximately 2.62 acres for construction of an Affordable Senior Housing community. Based on the proven and presumed differences in the driving patterns and number of trips expected by the future senior residents, as well as considering the ample available public parking in the immediate Campus area, the City’s LOI also offered reduced parking demands.

January 13, 2022: A Concept Review meeting was held for the Heritage Senior Apartments project under case CR21-1034.

December 19, 2022: The applicant filed the subject case for the Heritage Senior Apartments, case FS22-1620.

March 17, 2023: The site plan was administratively approved for the Heritage Senior Apartments case. Staff continue to coordinate with the applicant on the other site design submittals including, but not limited to, elevations, landscaping, and lighting.

May 11, 2023: A Concept Review meeting was held for the Multi-Generational Center project under case CR23-0247.

August 31, 2023: A parcel assemblage was administratively approved for the Heritage Senior Apartments to combine the two parcels for this project.

ANALYSIS AND DISCUSSION:

The below table shows the size of the senior housing parcels and multi-generational center parcels. Taking into account the LDO requirement for a minimum 4,000 square feet of lot area per dwelling unit (DU), a total of 102 DU would be allowed on these parcels.

Parcels	Total Size	Allowable DU
Senior Housing	115,695 SF	28
Multi-Generational Center	297,928 SF	74
Total	413,623 SF	102

*Parcel sizes are based on attached legal descriptions

SMC **Sec. 104-1.11**, which is based on the Arizona Revised Statutes, A.R.S. § 9-462.01, authorizes the City to transfer densities between parcels of real property based on the review and consideration of a number of factors. In this matter, by transferring the allowed density from the Multi-Generational Center parcels to the Heritage Senior Parcels, the 99 units proposed on the senior housing project are within the 102 units that would be allowed. Here, the City considered a number of factors relevant and unique to this project, including a hierarchical evaluation of those set forth in 104-1.11A, such as the future connections made to existing regional network of open space and/or trails and to adjacent developments, and whether the existing and future open space is functional in design for passive or active recreation and not dominated by narrow landscape tracts along the streets. The City also found that the proposed transfer will not be detrimental to the intent of, and will advance the City's interest in, protecting those lands with environmentally sensitive features, cultural resources, and larger tracts of open space, such as Floyd Gaines Park and Ballfield, in addition to providing senior residents with safe and convenient access the City's Multi-Gen Center and Resource Center. Finally, the City determined that the overall density of the development site shall not exceed the density permitted for the character area as set forth in the General Plan nor the applicable zoning requirements of this ordinance.

Parking

The LDO requires parking at a rate of 1 parking space per studio/1-bedroom apartment plus 1 parking space per 250 square feet of office and community facilities plus 0.2 spaces per dwelling unit dedicated to visitor parking for multi-family dwellings with 4 or more units. The below table shows the number of parking spaces required by the LDO for the Heritage Senior Apartments project.

LDO Requirement	# Units or Square Footage	Parking Spaces Required
1 space/1-bedroom apartment	99 units	99
1 space/250 SF of office and community facilities	2,154 SF	9
0.2 spaces/DU	99 units	20
	Total	128

173
174 Although the City's LOI purported to require one space per unit, for a total of 99 spaces,
175 due to the desire to increase walkability in this Campus-like area, a walk path was created
176 that required the elimination of 3 of the originally-envisioned parking spaces. A total of
177 96 parking spaces will be provided at the Heritage Senior Apartments site. Similar to the
178 analysis conducted for the Affordable Housing Community, the City has ample on and off
179 street public parking available in the Campus area, and to the extent necessary, the City
180 may document these available shared spaces via a separate shared parking agreement
181 to allow for shared parking with the Multi-Gen Center and surrounding public City uses.
182

183 **CONFORMANCE WITH ADOPTED PLANS:**

184
185 **Surprise General Plan 2035:** The Surprise General Plan 2035 shows the subject property
186 as lying within the Neighborhood Character Area, which supports residential development in
187 addition to support services.
188

189 The project is consistent with the General Plan in that it promotes connectivity to adjacent
190 future development at this city complex with a range of mobility options.
191

192 The project is also consistent with the General Plan in that it adheres to the design guidelines
193 of the Surprise Heritage District.
194

195 **REVIEWING AGENCIES:**

196
197 The site plan for the Heritage Senior Housing project was routed to internal and external
198 agencies, who indicated no objections to the request.
199

200 The site plan for the Multi-Generational Center has not yet been reviewed by staff.
201
202
203
204

205 **FINDINGS:**

- 206
207
 - The proposed Density Transfer and Parking Reduction would allow for development
208 of the Heritage Senior Housing project consistent with the LDO with the exception to
209 the density and parking requirements and as proposed would not significantly impact
210 the city-owned property that the density is proposed to be transferred from or in which
211 a joint parking agreement has been entered into.
212

213 **ATTACHMENTS:**

214 00 Staff Report
215 01 Vicinity Map
216 02 Senior Apartments Site Plan
217 03 Luke AFB Comments
218 04 Ordinance

219 PPT



SURPRISE
ARIZONA

FS22-1620

Heritage Senior Apartments Density Transfer

City Council
December 5, 2023



FS22-1620 VICINITY MAP







UNDERSTANDING STORMWATER FLOW

Date: _____

FS22-1620 SITE PLAN



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



Rimrock Rd

Nash St

Hollyhock
Redevelopment
Site

Hollyhock St

Grand Ave

Santa Fe Dr



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 5, 2023
Submitting Department: Human Svcs and Comm
Vitality
Staff Recommendations:

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: District 4

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

Consideration and action pertaining to approval of a Ground Lease Agreement between the City of Surprise and the Housing Authority of Maricopa County (HAMC) in support of the Heritage affordable Senior housing development; Resolution # 2023-35.

Motion:

I move to approve Resolution #2023-35.

Background:

The City owns real property in the Surprise Heritage District that is suitable for the development of affordable senior housing. Rents across Maricopa County are increasing faster than median incomes and can be out of reach for many seniors. As the need for affordable housing increases, the City of Surprise, through a strategic partnership with the Housing Authority of Maricopa County (HAMC), intends to bring additional affordable housing to Surprise. According to the National Low Income Housing Coalition, Arizona has a shortage of 143,998 available affordable rentals.

HAMC is a medium-sized agency that develops and sustains affordable housing programs throughout Maricopa County. They have 573 units including 3 tax credit properties and 600 units in co-partnerships for a total of 1,173 units. HAMC and partner Gorman & Company have collaborated on several projects throughout Maricopa County, including Heritage at Surprise in the Original Townsite, Madison Heights in Avondale, Coffelt-Lamereaux in Phoenix, River at Eastline Village in Tempe and Escobedo at Verde Vista in Mesa.

The Intergovernmental Agreement associated with this item was approved by Council with Resolution 2023-36 on March 21, 2023.

Objective Analysis:

Approval of this item allows the City to enter into a ground lease agreement with the Housing Authority of Maricopa County to support the Heritage Senior Housing project. This project will bring 99 new affordable senior housing units to Surprise.

Policy Compliant:

This action is compliant with City and Council policy.

Financial Impact:

This affordable senior housing development is estimated to total \$23 million to complete, with \$9 million coming from an awarded Housing and Urban Development (HUD) 202 grant and 9% contributed from a Low Income Housing Tax Credit (LIHTC) award, with HAMC responsible for the remaining funding. Operational and ongoing costs would be the responsibility of HAMC. Pursuant to the terms of the proposed Ground Lease, the City will lease the property to HAMC for the amount of ten dollars (\$10.00) per year for a period of seventy-five (75) years with a minimum of two ten-year extensions.

Budget Impact:

The anticipated revenue of ten dollars (\$10.00) per year will be considered when setting future budgets. There are no anticipated expenditures with the approval of this item.

FTE Impact:

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

ATTACHMENTS:

1. RES 2023-35 Ground Lease
 2. 11.20.23 Ground Lease_Final
-

RESOLUTION # 2023-35

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A GROUND LEASE BETWEEN THE CITY OF SURPRISE AND THE HOUSING AUTHORITY OF MARICOPA COUNTY FOR AFFORDABLE SENIOR HOUSING IN SURPRISE.

WHEREAS, the City of Surprise is authorized by Arizona Revised Statutes (“A.R.S.”) § 9-241(A) to lease city-owned real property.

WHEREAS, the City and the Housing Authority of Maricopa County (“HAMC”) propose to enter into the attached Ground Lease (Exhibit A) pursuant to the approved Intergovernmental Agreement (“IGA”), Resolution #2023-36;

WHEREAS, the City recognizes the importance of housing that is affordable to people of all income levels and that HAMC, in part, provides such affordable housing to people in Maricopa County, including the City of Surprise;

WHEREAS, the real property to be leased is located in the Surprise Heritage District, bounded by North Nash Street to the west, North Hollyhock Street to the east, West Santa Fe Drive to the South and Gaines Park to the North;

WHEREAS, the City will lease to HAMC for \$10.00 per year for a period of 75 years and the lease shall be eligible for two additional ten-year extensions;

WHEREAS, the City authorizes HAMC to sublease the property for the purpose of allowing subtenant to construct and operate an affordable 99-unit, senior apartment complex with a veteran preference;

WHEREAS, the City and HAMC desire to enter into a Ground Lease for the purpose stated herein.

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

Section 1. The Ground Lease between the City of Surprise and the Housing Authority of Maricopa County, attached as Exhibit A, is approved.

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

SIGNATURES ON FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

GROUND LEASE BETWEEN
THE CITY OF SURPRISE AND THE HOUSING AUTHORITY OF
MARICOPA COUNTY

GROUND LEASE
(HERITAGE SENIOR APARTMENTS)

This Ground Lease (this “**Lease**”) is entered into as of the _____ day of _____, 2023 (the “**Effective Date**”) by and between the City of Surprise, Arizona, a political subdivision of the State of Arizona, located at 16000 N. Civic Center Plaza, Surprise, Arizona 85374 (hereinafter “**Landlord**”), and Housing Authority of Maricopa County, a political subdivision of the State of Arizona, located at 8910 North 78th Avenue, Peoria, Arizona 85345 (hereinafter “**Tenant**”).

Unless otherwise defined herein, capitalized terms used in this Lease shall have the meanings ascribed to them parenthetically or in Section 2.1 of this Lease.

RECITALS:

This Lease is entered into in conjunction with Tenant’s goal of establishing and maintaining affordable housing for seniors. Specifically, the Tenant applied for and received an award from the U.S. Department of Housing and Urban Development (“**HUD**”) in support of Tenant’s mission. Specifically, Tenant received funding from a fiscal year 2020 Section 202 Supportive Housing for the Elderly Program (“**HUD 202 Funding**”) to be used in conjunction with providing affordable housing to the elderly.

The development of the property contemplated by this Lease is consistent with the HUD 202 Funding and the mission of the Tenant and is in the vital and best interest of establishing and preserving affordable housing for elderly citizens residing in Maricopa County and the City of Surprise.

ARTICLE 1 — LEASE OF THE SITE

§ 1.1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and in consideration of the terms and conditions contained herein, the surface of and air rights above that certain parcel of land together, with a subsurface easement and right of support for such land and all improvements constructed thereon, consisting of approximately 2.62 acres, and any and all other improvements presently existing thereon, situated within the land described on ***Exhibit A*** and generally located in the City of Surprise, County of Maricopa, State of Arizona, which land is hereinafter called the “**Land**” and which Land, together with all Improvements presently situated or to be constructed thereon is hereinafter referred to as the “**Premises.**” The Premises are subject to, and further described by, the following:

A. Other covenants, restrictions, easements, agreements, and reservations of record as of the Effective Date (collectively, the “**CC&Rs**”), including, but not limited to (i) the Declaration of Covenants, Conditions, and Restrictions by Tenant dated on or about the date of this Lease in favor of the Arizona Department of Housing (“**ADOH**”); (ii) Use Agreement as described in Section 31.4; (iii) the Land Use Restriction Agreement dated

on or about the date of this Lease by and between Tenant and ADOH; and (iv) the Declaration of Restrictions dated _____, 2023 by City (“**City Affordability Covenants**”) as the same encumber the Land.

B. The Parties agree that the Property and the Project are to be dedicated to providing affordable housing in perpetuity, including for the duration of the Lease. Accordingly, the Parties also agree that the City may record a deed restriction against the Property limiting use of the Property to affordable housing in perpetuity or until such time as a super majority of the Surprise City Council should agree to remove the restriction. The Parties further agree that the Lease will include an express provision to this effect.

C. Present and future building restrictions and regulations, zoning laws, ordinances, resolutions, and regulations of the municipality in which the Land lies and all present and future ordinances, laws, regulations, and orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction.

D. The condition and state of repair of the Premises as the same may be on the Commencement Date.

§ 1.2. Term. The Term of this Lease shall commence on the Effective Date of this Lease (such date also being the “**Commencement Date**”) and, shall expire the day preceding the seventy-fifth (75th) anniversary of the Effective Date , unless this Lease is extended or sooner terminated. Tenant shall have the option, in its sole discretion, to extend the Term of this Lease by two (2) additional periods of ten (10) years each (each being an “**Extension Period**”, provided that Tenant is not in default at such time beyond any applicable cure period and that Tenant provides Landlord a written notice within twelve (12) months of the expiration of the then current Term indicating Tenant’s desire to so extend the Lease, in which case, the Term of this Lease shall be extended by an Extension Period. Tenant must exercise its right to extend the Term of the Lease separately as to each Extension Period.

ARTICLE 2 — DEFINITIONS

§ 2.1. Definitions. For the purposes of this Lease, the following words shall have the definition and meaning hereafter set forth.

“Applicable Laws”: As defined in Section 9.1.

“CC&Rs”: As defined in Section 1.1.A.

“Certificate of Occupancy”: As defined in Section 9.2.

“Commencement Date”: As defined in Section 1.2.

“Depository”: The Lienholder with the first deed of trust of record or, if there be none, a bank or trust company selected by Tenant having its principal office in Maricopa County with a net worth of not less than \$20 million.

“Enforced Delay”: As defined in Section 28.1.

“Event of Default”: As defined in Section 18.1.

“Fee Estate”: As defined in Section 17.6.

“Ground Sublease”: The Ground Sublease dated as of the Effective Date by and between Tenant, as sublessor, and Subtenant, as sublessee, as the same may be amended from time to time.

“HUD 202 Program”: The U.S. Department of Housing and Urban Development Section 202 Supportive Housing for the Elderly Program.

“HUD Lease Addendum” This Lease is subject to the requirements set forth on the Addendum attached hereto as ***Exhibit D***.

“Impositions”: As defined in Section 4.1.

“Improvements”: As defined in Section 8.2.

“Institutional Lender”: Any savings bank, bank or trust company, savings and loan association, insurance company, mortgage banker, mortgage broker, finance company, college or university, governmental pension or retirement funds or systems, any pension retirement funds or systems, and government sponsored entity in the business of loaning money including Fannie Mae and Freddie Mac, of which any of the foregoing shall be trustee, provided the same be organized under the laws of the United States or of any State thereof; or a Real Estate Investment Trust as defined in § 856 of the Internal Revenue Code of 1986 as amended.

“Investor Member”: Wells Fargo Bank, National Association, a national banking association, its successors and assigns.

“Land”: As defined in Section 1.1.

“Landlord”: The City and any successor as fee owner of the Land.

“Leasehold Estate”: Tenant’s interest in this Lease, the leasehold estate in the Premises created hereby including Tenant’s interest in, if any, pursuant to the terms of the Ground Sublease, the Improvements.

“Lender(s)”: As defined in Section 17.4.

“Lienholders”: As defined in Section 17.7.

“Premises”: As defined in Section 1.1 including the Land which is described in *Exhibit A*.

“Project”: As defined in Section 10.1.

“Rental Period”: The period beginning on the Commencement Date and ending the day preceding the seventy-fifth (75th) anniversary of the Effective Date, subject to extension as provide in Section 1.2. Also known as the “Term”.

“Sublease”: Any agreement, written or oral, by which Tenant gives any person any rights of use or occupancy of or any benefit flowing from the Premises or a portion thereof, including a permit, license or concession, including the Ground Sublease.

“Sublease Lienholder(s)”: Any “Lienholder(s)” pursuant to the terms of the Ground Sublease. As of the Effective Date, Landlord acknowledges and agrees that each party listed on **Exhibit C** is a “Sublease Lienholder.”

“Subtenant”: GEM Heritage LLC, an Arizona limited liability company and its successors and assigns.

“Subtenant’s Leasehold Estate”: Subtenant’s interest in the Ground Sublease, the leasehold estate in the Premises created thereby and Subtenant’s interest, pursuant to the terms of the Ground Sublease, in the Improvements.

“Tenant”: The Tenant named herein and its successors and assigns.

“Transfer”: As defined in Section 17.1.A.

“Use Agreement”: As defined in Section 31.4.

“Work”: As defined in Section 14.1.

ARTICLE 3 — PAYMENT OF RENT

§ 3.1. Rent. Tenant shall pay base rent for the Premises (“**Base Rent**”) in an amount equal to \$10.00 per year during the Term. Tenant shall pay Base Rent for the full Term on the Effective Date. For any Extension Period included in the Term, Tenant shall pay Base Rent equal to \$10.00 per year included in such Extension Period within thirty (30) days of the start of the Extension Period. In addition to Base Rent, Tenant shall also pay to Landlord Additional Payments (defined below) as and when due under this Lease, which shall be included in the definition of “Rent” under this Lease.

§ 3.2. **Net Lease.** This Lease is a net lease and the Landlord shall not be required to make any expenditure in connection with the Premises, and all costs, expenses, and obligations of every kind relating to the Premises which may arise or come due during the term of this Lease shall be paid by Tenant.

ARTICLE 4 — ADDITIONAL PAYMENTS

§ 4.1. **“Additional Payments” Defined.** Tenant shall pay as Additional Payments during the Rental Period, without notice (except as specifically provided) and without abatement, deduction, or setoff (except as provided in Section 4.3), before any fine, penalty, interest, or cost may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof, all sums, impositions, costs, expenses, and other payments and all taxes (including personal property taxes and taxes on rents, leases, or occupancy, if any levied against Tenant), assessments, special assessments, enhanced municipal services district assessments, water and sewer rents, rates, and charges, charges for public utilities, excises, levies, licenses, and permit fees, and other governmental or quasi-governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which, at any time during the Rental Period may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or with respect to, or become a lien on, the Premises or any part thereof, or any appurtenances thereto (all of which are sometimes herein referred to collectively as “**Impositions**” and individually as an “**Imposition**”) provided, however, that:

A. if, by law, any Imposition may at the option of the Tenant be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and in such event, shall pay such installments as they become due during the Rental Period before any fine, penalty, further interest, or cost may be added thereto; and

B. any Imposition (including Impositions which have been converted into installment payments by Tenant, as referred to in paragraph (A) of this Section 4.1) relating to a fiscal period of the taxing authority, a part of which period is included within the Rental Period and a part of which is included in the period of time after the expiration of the Rental Period shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon, or become a lien upon the Premises, or shall become payable, during the Rental Period) be adjusted between Landlord and Tenant as of the expiration of the Rental Period, so that Tenant shall pay that portion of such Imposition attributable to the Rental Period and Landlord shall pay the remainder thereof.

§ 4.2. **Payments.** Tenant shall pay all Impositions directly to the taxing authority or authorities and simultaneously therewith provide Landlord written notice of the payment, unless such Impositions are payable to Landlord (i.e. they are payable to the City of Surprise or one of its departments).

§ 4.3. Contest. Tenant, if it shall so desire, may contest the validity or amount of any Imposition, in which event, Tenant may defer the payment thereof during the pendency of such contest to the extent permitted by and in accordance with applicable laws relating to the same. In such event, Tenant shall provide Landlord written notice of the protest and the outcome of same unless the Imposition in question is payable to Landlord (i.e. they are payable to the City of Surprise or one of its departments).

§ 4.4. Assessment Reduction. Tenant may, if it shall so desire, endeavor at any time to obtain a lowering of an Imposition or any other tax or assessment upon the Premises for the purpose of reducing the amount thereof to the extent permitted by and in accordance with applicable law relating to the same. Tenant shall be authorized to collect any refund payable as a result of any proceeding Tenant may institute for that purpose and any such refund shall be the property of Tenant to the extent to which it may be based on a payment made by Tenant. In such event, Tenant shall provide Landlord written notice of the reduction, unless such reduction relates to a tax or assessment payable to Landlord (i.e. to the City of Surprise or one of its departments).

ARTICLE 5 — INSURANCE

§ 5.1. Tenant Obligation to Insure. Tenant shall procure and maintain for the duration of this Lease, at Tenant's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Lease by the Tenant, its agents, subtenants, employees, contractors, licensees, or invitees in accordance with the insurance requirements set forth below:

Tenant agrees to carry, at its expense, property insurance insuring the Improvements and any personal property of Tenant from loss arising from fire or other casualty in an amount equal to their full replacement value. During construction of the Improvements, the property insurance shall be in the form of builder's risk insurance.

Landlord shall be named as an additional insured with respect to all Tenant insurance policies. All insurance required to be carried by Tenant shall be with an insurance company authorized to do business in the State of Arizona. If requested by Landlord, Tenant shall deliver to Landlord certificates of insurance evidencing the insurance required to be carried by Tenant under this Lease prior to commencement of the Term and upon renewals not less than 30 days prior to the expiration of such coverage.

During the term of the Ground Sublease, Tenant's obligation to carry insurance under this Lease may be satisfied by Subtenant carrying such insurance.

Tenant's insurance shall include general liability coverage in the amount of \$1,000,000 per occurrence and \$5,000,000 in the aggregate; blanket contractual liability of \$1,000,000 per occurrence; fire legal liability in the amount of \$50,000; during the construction of any Improvements, builder's risk in the amount of at least \$1,000,000; to the extent applicable: products-completed operations aggregate in the amount of

\$1,000,000 and personal and advertising injury in the amount of \$1,000,000 and worker's compensation in the amount required by applicable statute.

§ 5.2. Landlord Insurance. Landlord shall procure and maintain a commercial general liability policy or policies of insurance insuring against any and all losses, claims, demands, or actions whatsoever for injury to or death of any one or more persons or for damage to the property occurring on, or in connection with its use of the Premises in commercially reasonable amounts that are in keeping with Landlord's risk management program and prudent industry practice. The liability policy required to be carried by Landlord hereunder shall name Tenant, Subtenant, and any Lienholders and Sublease Lienholders as may be required by Tenant or Subtenant, as applicable, as an additional insured.

§ 5.3. Failure to Maintain Insurance. If Tenant fails or refuses to provide a copy of the renewal insurance certificates, together with evidence of payment of premiums therefor, or otherwise fails or refuses to procure or maintain insurance as required by this Lease, Landlord shall have the right, at Landlord's election, and without notice, to procure and maintain such insurance. The premiums paid by Landlord shall be due and payable from Tenant to Landlord on the first day of the month following the date on which the premiums were paid. Landlord shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer(s) and insured(s). The lapse or cancellation of any policy of insurance required herein, in whole or in part for the benefit of Landlord, shall be an event of default. No cure of such default can be accomplished unless a new or renewed policy is issued which specifically provides the required coverage to the Landlord for any liability arising during the lapsed or previously uncovered period.

ARTICLE 6 — SURRENDER

§ 6.1. Surrender--Removable Property. Upon the expiration of the Rental Period or on the sooner termination thereof, Tenant shall peaceably and quietly leave, surrender, and yield up to the Landlord all of the Premises, and shall repair all damage to the Premises caused by or resulting from the removal of any removable property of Tenant, if any, normal wear and tear excepted. Tenant shall not be required to remove any portion of the Improvements constituting real property except as expressly set forth herein.

§ 6.2. Waste. Tenant shall not commit or suffer to be committed any material waste or impairment of the Premises (it being acknowledged that removal and demolition of any of the existing improvements on the Premises is expressly permitted).

§ 6.3. Title to Improvements. Upon the termination or expiration of this Lease, title to the Improvements on the Land (if any) shall automatically vest in Landlord without the requirement of any deed, conveyance, or bill of sale thereon. However, if Landlord or Tenant should reasonably require any such documents or instruments in confirmation thereof, Tenant and Landlord shall execute, acknowledge, and deliver the same.

§ 6.4. Soil and Buildings Tests. If Landlord reasonably believes that Tenant has violated any of the covenants in Article 30 of this Lease regarding compliance with environmental laws, then Landlord may require that Tenant, within the three (3) months immediately preceding the expiration of this Lease or within (2) two months of any earlier termination of the Lease, deliver to Landlord a soil and building conditions report prepared in compliance with then current ASTM standards by an independent qualified engineer, licensed by the State of Arizona, stating that the Premises are free of any Regulated Substances (as they are hereinafter defined) or identified by either the United States Environmental Protection Agency or similar State agency as such that are in violation of Environmental Laws (as defined herein). If any Regulated Substances are identified, Tenant is fully personally liable for removing the Regulated Substances (if required by Environmental Laws) and leaving the Premises in compliance with Environmental Laws, except to the extent Regulated Substances are present on Premises prior to the Commencement Date or as a result of any act or omission of Landlord, its employees, agents, businesses or contractors.

§ 6.5. Failure to Correct Hazardous Conditions or Obtain Tests. Should Tenant fail to deliver to Landlord the report required by Section 6.4 (if any), Landlord may cause a report to be prepared to like effect and Tenant shall be liable to Landlord for one hundred thirty percent (130%) of the cost of said report. Should the report provided by either Landlord or Tenant state that the Premises contains any present violations of Environmental Laws (defined in this Lease), Tenant shall forthwith cause such condition to be fully corrected at Tenant's expense. Tenant, following such lease expiration or termination, shall be allowed access to the Premises only to the extent necessary to remove or otherwise correct any hazard and shall conduct no gainful business activity whatsoever at said Premises.

§ 6.6. Survival of Provisions. The provisions of this Article 6 shall survive the expiration or any termination of this Lease.

ARTICLE 7 — LANDLORD'S PERFORMANCE FOR TENANT

§ 7.1. Cures--Rights, Costs, and Damages. If Tenant shall fail to pay any Imposition or make any other payment required to be made under this Lease or shall default in the performance of any other covenant, agreement, term, provision, limitation, or condition herein contained, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account and at the expense of Tenant, immediately and without notice. Bills for any expense required by Landlord in connection therewith, and bills for all such expenses and disbursements of every kind and nature whatsoever, including reasonable attorney's or administrative fees, involved in collection or endeavoring to collect the Additional Payments or any part thereof, or enforcing or endeavoring to enforce any right against Tenant, under or in connection with this Lease, or pursuant to law, including (without being limited to) any such cost, expense, and disbursements involved in instituting

and prosecuting summary proceedings, as well as bills for any property, material, labor, or services provided furnished, or rendered, or caused to be furnished or rendered, by Landlord to Tenant, with respect to the Premises and other equipment and construction work done for the account of the Tenant together with interest at the rate of five percent (5%) per annum compounded monthly from the respective dates of the Landlord's making of each such payment or incurring of each such cost or expense, may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and shall be due and payable in accordance with the terms of said bills and if not paid when due the amount thereof shall immediately become due and payable as Additional Payments.

ARTICLE 8 — USES AND MAINTENANCE

§ 8.1. Absence of Warranties. Tenant has leased the Premises after a full and complete examination thereof, as well as the title thereto and knowledge of its present uses. Tenant accepts the same in the condition or state in which they now are without any representation or warranty, express or implied in fact or by law, by Landlord and without recourse to Landlord, as to the title thereto, the nature, condition, or usability thereof or the use or uses to which the Premises or any part thereof may be put. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises or to provide any off-site improvements, such as utilities or paving, or other forms of access to the Premises, other than what may already exist on the Commencement Date or may otherwise be expressly agreed to in writing by the Landlord, throughout the Rental Period. Tenant hereby assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance, and management of the Premises, including but not limited to the performance of all burdens running with the Land.

§ 8.2. Permitted Use. Tenant shall have the right to use or sublease the Land to Subtenant for the purposes as set forth in the Declaration of Restrictions, namely: a. Not-for-profit, public municipal purposes that are directly related to the governance, operation, maintenance, or administration of the City of Surprise; or, b. Supportive Housing for the Elderly as defined by the United States Department of Housing and Urban Development ("HUD"). For purposes of this Declaration, the term "Supportive Housing for the Elderly" shall mean housing for residents sixty-two (62) years of age and older, and those seniors whose annual incomes qualify for the Section 202 Program, as determined by HUD, and as may be amended from time to time. Tenant and/or Subtenant intend to construct a 99 unit apartment complex and related improvements (collectively, and together with such other improvements to the Land made from time to time by Tenant under this Lease or by Subtenant under the Ground Sublease, the "Improvements") on the Premises and to use the Premises and the Improvements as an affordable housing project in accordance with Applicable Laws, the terms of this Lease, and the CC&Rs (including, but not limited to, the City Affordability Covenants) for the duration of the Rental Period (including any extensions thereof). Landlord and Tenant acknowledge and agree that, pursuant to the

terms of the Ground Sublease, Subtenant shall pay for all costs of constructing the Improvements.

At all times during the term of this Lease, so long as the Ground Sublease is in effect, (a) Subtenant shall be deemed the sole owner of the Improvements and shall have the right to alter, improve, and modify the improvements without the Landlord's or Tenant's consent, (b) Subtenant alone shall be entitled to all of the tax attributes of ownership including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in section 42 of the Internal Revenue Code of 1986, as amended, and (c) Subtenant shall have the right to amortize capital costs to claim any other federal or state tax benefits attributable to the Improvements. Regardless of the uses which would otherwise be allowed pursuant to the zoning classification or other ordinances which may be applicable to the Premises at any time during the Rental Period, the use of the Premises shall be subject to the restrictions set forth in the Use Agreement (defined in Section 31.4 hereof).

At all times during the term of this Lease, after the expiration or earlier termination of the Ground Sublease, Tenant shall be deemed the sole owner of the Improvements and shall have the right to alter, improve, and modify the improvements without the Landlord's consent.

Additionally, use of the Premises is hereby restricted to "Affordable Housing" as such term is defined in the City Affordability Covenants, and related uses, and the Premises may not be used for any other purpose without the prior written consent of Landlord, which may be given or withheld at Landlord's sole discretion. Moreover, any permitted use which involves the handling, production, and/or storage of Hazardous Materials on the Premises shall be subject to all applicable federal, state, and local laws rules and regulations.

§ 8.3. Maintenance, Repairs. Tenant shall take good care of the Premises and Improvements, make all repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Premises and Improvements and the sidewalks, curbs, and landscaping in good condition in accordance with City of Surprise standards and this Lease, whichever is more stringent.

ARTICLE 9 — COMPLIANCE

§ 9.1. Tenant Obligations. Tenant shall assume and perform any and all obligations under any covenants, easements, and agreements affecting the title to the Premises and shall diligently comply, at its own expense during the Rental Period, with all present and future laws, acts, rules, requirements, orders, directions, ordinances, and/or regulations, ordinary or extraordinary, foreseen or unforeseen, (collectively "**Applicable Laws**"), concerning the Premises or any part thereof, or the use thereof, or the streets adjacent thereto, of any federal, state, municipal, or other public department, bureau,

officer, or authority, or other body having similar functions, or of any liability, fire, or other insurance company having policies outstanding with respect to the Premises, whether or not such laws, acts, rules, requirements, orders, directions, ordinances, and/or regulations require the making of structural alterations or the use or application of portions of the Premises for compliance therewith or interfere with the use and enjoyment of the Premises; provided, however, that Tenant may, in good faith, contest the validity of any such law, act, rule, requirement, order, direction, ordinance, and/or regulation and, pending the determination of such contest, may postpone compliance therewith, except that Tenant shall not so postpone compliance therewith, as to subject Landlord to the risk of any fine or penalty or prosecution for a crime or if compliance with any such law, act, rule, requirement, order, direction, ordinance, and/or regulation has been reasonably deemed by Landlord to be immediately necessary to protect public health or safety.

§ 9.2. Certificate of Occupancy. Tenant or Subtenant, as applicable, shall obtain any certificate of occupancy or similar certificate or permit with respect to the Premises and Improvements which may at any time be required by any governmental agency having jurisdiction thereof (such certificate or permit being a “**Certificate of Occupancy**”).

§ 9.3. Construction of Improvements; Management and Operation of Improvements. Tenant shall ensure that any Improvements are constructed in accordance with Applicable Laws and, following the issuance of a Certificate of Occupancy, shall ensure that the Premises are prudently managed and operated and kept in good repair, reasonable wear and tear excepted.

ARTICLE 10 — CONSTRUCTION AND OPERATION OF IMPROVEMENTS

§ 10.1. Project. Landlord and Tenant acknowledge that the initial Improvements to the Land are to be constructed pursuant to the Ground Sublease by Subtenant as part of an affordable senior housing community consisting of 99 units and related improvements (the “**Project**”). Tenant shall enforce all of the terms and conditions relating to the construction and operation of the Project set forth in the Ground Sublease, which shall incorporate the requirements set forth in Article 9 hereof. Tenant will require Subtenant to obtain any required approvals of the final plans and specifications for the Project by any and all federal, state, municipal, and other governmental authorities, offices, and departments having jurisdiction in the matter and shall, upon request from Landlord, provide conformed copies of executed approvals (if any) to Landlord. After the expiration or earlier termination of the Ground Sublease, Tenant may make such alterations or modifications to the Premises and Improvements as are permitted by Applicable Laws and otherwise comply with the terms of this Lease.

ARTICLE 11 — IMPAIRMENT OF LANDLORD'S TITLE

§ 11.1. No Liens. Subject to the right of contest and appeal, Tenant shall not create, or suffer to be created or to remain, and shall discharge any mechanic's, laborer's, or materialman's lien which might be or become a lien, encumbrance, or charge upon the Premises or any part thereof or the income therefrom, and Tenant will not suffer any other matter or thing arising out of Tenant's use and occupancy of the Premises whereby the Fee Estate or any part thereof might be materially impaired.

The provisions of this Article 11 are not intended to limit any rights Tenant may have under Article 4 of this Lease or to prohibit the encumbrance of the Fee Estate by the Use Agreement (defined in Section 31.4 hereof), which is expressly permitted.

§ 11.2. Discharge. If any mechanic's, laborer's, or materialman's lien shall at any time be filed against the Premises or any part thereof, Tenant, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction, or otherwise (or shall commence and diligently pursue such actions as will achieve such result). Tenant shall notify Landlord in writing of its action to either satisfy or contest the lien and, if contested, of the matter's status on a monthly basis until concluded.

§ 11.3. No Implied Consent. Nothing contained in this Lease shall be deemed or construed in any way as constituting Landlord's express or implied authorization, consent or request to any contractor, subcontractor, laborer or materialman, architect, or consultant, for the construction or demolition of any improvement, the performance of any labor or services or the furnishing of any materials for any improvements, alterations to or repair of the Premises or any part thereof.

§ 11.4. No Agency Intended. The parties acknowledge that Subtenant is entitled to construct the Improvements and Tenant is entitled to sublease the Premises to Subtenant. In connection therewith, the parties agree that Tenant is not the agent of Landlord for the construction, alteration, or repair of any improvement which may be constructed upon the Premises, the same to be accomplished at the sole expense of Subtenant.

ARTICLE 12 — INSPECTION

§ 12.1. Inspection and Entry. Landlord may enter upon the Premises, or any part thereof, for the purpose of ascertaining their condition or whether Tenant is observing and performing the obligations assumed by it under this Lease, all without hindrance or molestation from Tenant or Subtenant, provided that such entry does not interfere with Tenant's business operations or the operations of any assignee or subtenant (including Subtenant) and provided that Landlord shall give Tenant and Subtenant at least seventy-two (72) hours written notice prior to any inspection of any building interior.

This notice provision shall not be construed to prohibit or delay any entry by Landlord in its capacity as a municipality exercising its police power or in its criminal law enforcement capacity, nor to any entry authorized by any writ or warrant issued by any Court, nor to any entry authorized by any health or welfare statute, code, ordinance, rule, or regulation.

ARTICLE 13 — INDEMNIFICATION

§ 13.1. Indemnification of Landlord.

A. Tenant shall indemnify and save Landlord and its elected and appointed officials, employees, and agents (collectively, the “**Indemnified Parties**”), harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including property damage, personal injury, and wrongful death and further including, without limitation, architects’ and attorneys’ fees and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of any of the following occurring during the Rental Period unless caused by the active negligence of the Indemnified Party(ies) or a failure to act by the Indemnified Party(ies) when a duty to act is present:

A. construction of Improvements or any other work or thing done in, on, or about the Premises or any part thereof by Tenant or its agents;

B. any use, nonuse, possession, occupation, alteration, repair, condition, operation, maintenance, or management of the Premises or any nuisance made or suffered thereon or any failure by Tenant to keep the Premises or any part thereof, in a safe condition;

C. any acts of the Tenant or any subtenant or any of its or their respective agents, contractors, servants, employees, licensees, or invitees;

D. any fire, accident, injury (including death), or damage to any person or property occurring in, on, or about the Premises or any part thereof;

E. any failure on the part of Tenant to pay any amounts due hereunder or to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Lease on its part to be performed or complied with and the exercise by Landlord of any remedy provided in this Lease with respect thereto;

F. any lien or claim which may be alleged to have arisen against or on the Premises or Improvements or any part thereof or any of the assets of, or funds appropriated to, Landlord or any liability which may be asserted against Landlord with respect thereto to the extent arising, in each case, out of the acts of Tenant, its contractors, or agents;

G. any failure on the part of Tenant to keep, observe, comply with, and perform any of the terms, covenants, agreements, provisions, conditions, or limitations contained in the subleases or other contracts and agreements affecting the Premises or improvements or any part thereof, on Tenant's part to be kept, observed, or performed;

H. any transaction relating to or arising out of the execution of this Lease or other contracts and agreements affecting the Premises or improvements, the Improvements or any part thereof, or any activities performed by any party, person, or entity which are required by the terms of this Lease or such other contracts and agreements;

I. any tax, including any tax attributable to the execution, delivery, or recording of this Lease, with respect to events occurring during the Rental Period.

The provisions hereof shall survive the expiration or earlier termination of this Lease.

B. Tenant will hold all goods, materials, furniture, fixtures, equipment, machinery, and other property whatsoever on the Premises at the sole risk of Tenant and save the Landlord and the other Indemnified Parties harmless from any loss or damage thereto by any cause whatsoever other than the negligence or willful conduct of Landlord, or any Indemnified Party(ies) .

C. The obligations of Tenant under this section shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Premises.

D. If any claim, action, or proceeding is made or brought against Landlord or any other Indemnified Party(ies), by reason of any event to which reference is made in this section, then, upon demand by Landlord, Tenant, at its sole cost and expense, shall resist or defend such claim, action, or proceeding in the name of Landlord and the Indemnified Party(ies), if necessary, by the attorneys for Tenant's insurance carrier (if such claim, action, or proceeding is covered by insurance), otherwise by such attorneys selected by Tenant as Landlord shall approve, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Landlord may engage its own attorneys to defend it, and the other Indemnified Party(ies) or to assist in its defense at Landlord's sole expense.

ARTICLE 14 — DAMAGE OR DESTRUCTION

§ 14.1. Tenant Repair and Restoration. If, at any time during the Rental Period, the Premises or any part thereof shall be damaged or destroyed by fire or other occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Tenant, at its sole cost and expense, but subject to the rights of any Lienholder and to the rights of Subtenant and Sublease Lienholders under the Ground Sublease, shall proceed, or shall cause

Subtenant to proceed, with reasonable diligence to repair, alter, restore, replace, or rebuild the same (such work being “**Restoration**”), subject to delays beyond the control of Tenant or Subtenant (as applicable). Such Restoration, including such changes and alterations as aforementioned and including temporary repairs for the protection of other property pending the completion of any thereof, are sometimes referred to in this Article as the “**Work**.” If the terms of the Ground Sublease allow or require Subtenant to proceed with Restoration (as defined in the Ground Sublease), Tenant shall enforce the terms of the Ground Sublease relating to “Restoration” and the performance of “Work” (as each such term is defined in the Ground Sublease) and shall keep Landlord informed of the status of the same. Anything herein to the contrary notwithstanding, Tenant shall immediately secure the Premises and undertake temporary repairs and work necessary to protect the public and to protect the Premises from further damage or shall require Subtenant to do the same as required by the Ground Sublease. So long as either Restoration or Work is being diligently pursued by either Tenant or Subtenant, Landlord shall have no right to terminate this Lease, notwithstanding anything to the contrary herein. However, (A) if the Ground Sublease has expired or been terminated and should Restoration (i) be deemed unfeasible by Tenant or (ii) the proceeds of insurance available to Tenant are not sufficient to rebuild the Improvements; or (B) if during the terms of the Ground Sublease, Subtenant has elected to terminate the Ground Sublease in accordance with its terms relating to casualty, then Tenant shall have the option, exercisable by written notice to Landlord within one hundred twenty (120) days after the date of such casualty, to terminate this Lease upon which, Landlord shall have the option to require that either (a) in the case of either (A) or (B) above, demand that Tenant demolish the destroyed or damaged portion of the Improvements at Tenant's expense and return the Premises to Landlord in safe condition in accordance with the terms of this Lease or (b) demand that Tenant assign to Landlord, subject to the prior rights of any Lienholders (as defined herein) and Sublease Lienholders, including, without limitation, the right of the first priority Sublease Lienholder to receive any insurance proceeds to which Tenant is entitled, its right to any insurance proceeds so that Landlord may demolish the destroyed or damaged portion of the Improvements for the payment of such costs (but only up to the reasonable amount of such costs). Landlord shall not be otherwise entitled to any insurance proceeds relating to the Improvements.

§ 14.2. Failure to Commence Repairs. If Subtenant or Tenant intends to restore the Improvements and if the Work shall not have been commenced within one (1) year after the date of the damage or destruction, or if such Work after commencement shall not proceed expeditiously or is not completed within twenty-four (24) months after commencement of construction, Landlord may terminate this Lease pursuant to Article 18. Subtenant or Tenant may make a request in writing to the Landlord for additional time to commence or complete the Work, with the Landlord’s approval of the requested extension not to be unreasonably delayed, conditioned, or withheld.

§ 14.3. Cure by Lender. If, within forty five (45) days from receipt by Lienholders, Subtenant, and Sublease Lienholders of Landlord’s notice of any default of Tenant under Section 14.2, any Sublease Lienholder or Lienholder (as applicable), either

itself or through a receiver, takes possession of the Premises and begins or continues the Work, and if, with respect to any default by Tenant under this Lease, the right of Landlord to terminate this Lease shall not have accrued, then the Depositary shall pay over to the Lienholder entitled to the same, as determined by Section 17.7.F of this Lease or pursuant to any separate agreement among Lienholders, or to the receiver, as the case may be, the proceeds of insurance pursuant to Section 14.2.

§ 14.4. Lease Obligations Continue. In no event shall Tenant be entitled to any abatement, allowance, reduction, or suspension of its obligations hereunder because part or all of the Premises shall be untenable owing to the partial or total destruction thereof. No such damage or destruction shall affect in any way the obligation of Tenant to pay the Additional Payments and other charges herein reserved or required to be paid, nor release Tenant of or from obligations imposed upon Tenant hereunder.

§ 14.5. Section 17.7.A.(3). Notwithstanding anything to the contrary in this Section 14, for so long as a Sublease Lienholder is in existence, in the event there is any conflict between this Section 14 and Section 17.7.A(3), Section 17.7.A(3) shall control.

ARTICLE 15 — CONDEMNATION

§ 15.1. Takings.

A. If all or any part of the Premises, the Improvements, or any right appurtenant thereto is taken, or there is a change in grade of road or other property abutting the Premises or the Improvements that adversely affects the use of the Premises or the Improvements, by any condemning authority (a “**Condemning Authority**”) (a) in the exercise of any right of eminent domain or condemnation by proceedings or otherwise, or (b) by agreement between Landlord, Tenant, Subtenant, all Lienholders and Sublease Lienholders, and/or the Condemning Authority (any such taking or other action, a “**Taking**”), Landlord, Tenant, Subtenant, and all Lienholders and Sublease Lienholders shall have the right to participate in any such Taking for the purpose of protecting their respective interests hereunder, including, without limitation, all negotiations regarding any Taking Award (defined below). If Landlord or Tenant becomes aware of any actual, contemplated, or threatened Taking, it shall promptly notify the other party. Landlord shall not settle or compromise any Taking Award without the prior consent of Tenant, Subtenant, and all Lienholders and Sublease Lienholders. Each party participating in the proceedings shall pay its own expenses. The “**Taking Date**” shall be the date on which the earlier of the following occurs with respect to any Taking: (i) final entry into possession by the Condemning Authority; (ii) entry of a final order of a court of competent jurisdiction awarding possession to the Condemning Authority; or (iii) delivery of an instrument of conveyance to the Condemning Authority.

B. If there is a Taking of all or substantially all of the Premises or the Improvements other than as provided in with respect to temporary Takings below, this

Lease shall terminate and expire on the Taking Date. Such termination shall be without prejudice to the rights of either Landlord or Tenant to recover just and adequate compensation from the Condemnation Authority on account of such Taking. For the purpose of this Lease, “**substantially all of the Premises or the Improvements**” shall be deemed to have been taken if, in Tenant's reasonable determination made with the prior written approval of Subtenant and of any Sublease Lienholders, that any and all remaining portions of the Premises or the Improvements not taken are insufficient for the economic and feasible use and operation of the Project by Subtenant, including, without limitation, because (a) the cost of restoration of portions not taken, as reasonably estimated by Subtenant or its Subtenant Lienholders, materially exceeds the Tenant Taking Award; (b) access to, parking facilities benefiting, or any material service(s) necessary or appropriate for economic operation of the Project have been materially impaired; or (c) the Project cannot reasonably be operated substantially as it was operated before the Taking within twelve (12) months after the Taking Date. Notwithstanding any other provision hereof, the termination of the Lease under this Section 15.1 shall in all events be subject to the prior written consent of all Subtenant, all Lienholders, and Sublease Lienholders.

C. If this Lease terminates as a result of such a Taking, any award(s) paid or payable (whether or not in a separate award) to either party or any Lienholders because of or as compensation for any Taking, including (a) any award made for the Premises, any Improvements and any other real property and improvements that are the subject of the Taking, (b) the full amount paid or payable by the Condemnation Authority for the estate that is the subject of the Taking, as determined in the Condemnation Proceedings, (c) any interest on such award, and (d) any other sums payable on account of such Taking (collectively, the “**Taking Award**”), less any amounts to be first distributed pursuant to the Ground Sublease to Subtenant and any Sublease Lienholders, shall be allocated as follows:

A. To Tenant, subject to the rights of all Lienholders (if any), that portion of the Taking Award equal to the Market Value of the Leasehold Estate at the date of the Taking;

B. then, to Landlord, that portion of the Taking Award equal to the Market Value of the Fee Estate at the date of the Taking, if any; and

C. then, after deduction of the foregoing amounts, to Tenant, subject to the rights of Lienholders (if any), the balance of the Taking Award, if any.

D. As used in this Lease, “**Tenant Taking Award**” means the portion of the total Taking Award allocated to Tenant pursuant to this Section 15.1. Any Tenant Taking Award shall be paid to and held by Depositary for Disbursement as provided in this Lease. As used in this Lease, “**Market Value**” of the Fee Estate or the Leasehold Estate means, as of any date of determination, the present fair market value of such estate or interest (including the fair market value of the rights of the holder of such estate in and to the

Improvements or any other improvements, and, in the case of the value of the Leasehold Estate, including the fair market value of the rights of Subtenant with respect to the Improvements and the value of the Subtenant's Leasehold Estate as part of the Market Value of the Leasehold Estate) as of such date, considered: (i) as if no casualty or Taking had occurred, (ii) without adjusting for any expectation of any casualty or Taking, (iii) as if all or such portion of the Leasehold Estate had not been terminated, (iv) taking into account the benefits and burdens of this Lease, the Ground Sublease, the remaining Term, all encumbrances, and all other matters affecting such estate or interest and its valuation, and (v) discounting to present value all the obligations and benefits associated with such estate or interest. The Market Value shall be determined as if the Term were to continue until the end of the scheduled Term under the Lease and that the Ground Sublease remained in effect until the end of its scheduled term. Market Value shall be determined independently of, and without regard to any valuation established in connection with, a casualty or Taking. Any such notice shall not be effective without the consent of Tenant, Lienholders, and Sublease Lienholders. Subject to the consent of all Lienholders and Sublease Lienholders, in the event Landlord and Tenant are unable to reach agreement on the allocation of the taking Award pursuant to this Section 15, after first taking into consideration any prior allocation of a Taking Award in accordance with the Ground Sublease, Landlord and Tenant shall request that the Condemning Authority, if not prohibited by law, make separate Taking Awards to Landlord and Tenant in accordance with the allocation provided for in this Section 15. In addition to the factors specified above in this Section 15, such allocation shall take into account any existing appraisals used to determine or to contest the amount of the Taking Award and any other available relevant information and analysis. This Section 15 shall be construed as superseding any applicable laws now in force or hereafter enacted concerning Takings to the extent permitted thereby.

E. If any Taking shall be of less than substantially all of the Premises or Improvements other than on a temporary basis, this Lease shall terminate with respect to the portion or portions of the Premises or Improvements so taken and remain in full force and effect with respect to the portion or portions of the Premises or Improvements remaining after such Taking, except that Tenant shall, promptly after the Taking Date and at its expense, commence and diligently complete (subject to the availability of the Tenant Taking Award) Restoration using commercially reasonable efforts in order to either restore any Improvements altered or damaged by such partial Taking to a complete architectural unit, or demolish any such damaged or altered Improvements. Subject to satisfaction of any applicable disbursement conditions required by a Lienholder, or the rights of a Lienholder to apply the Tenant Taking Award to the obligations owed to such Lienholder. Tenant shall be entitled to so much of the Tenant Taking Award as may be necessary to reimburse Tenant for the cost of such Restoration and the Tenant Taking Award shall be deposited, held, and disbursed periodically to Tenant, subject to the rights of Lienholders, as provided in the case of insurance proceeds. Any Tenant Taking Award remaining after Tenant's completion of Restoration shall be paid to Tenant, subject to the rights of Lienholders (if any).

§ 15.2. Relocation Benefits. Tenant is not waiving any of its rights to any federal, state, or local relocation benefits or assistance provided in connection with any condemnation or prospective condemnation action.

§ 15.3. Temporary Taking. If there is a Taking of all or a part of the Premises or Improvements for a temporary period, this Lease shall continue in full force and effect without change as between Landlord and Tenant and Tenant shall be entitled to the entire Taking Award made for such use.

§ 15.4. Section 17.7.A(3). Notwithstanding anything to the contrary in this Section 15, for so long as a Sublease Lienholder is in existence, in the event there is any conflict between this Section 15 and Section 17.7.A(3), Section 17.7.A(3) shall control.

ARTICLE 16 — INTENTIONALLY OMITTED

ARTICLE 17 — ASSIGNMENT, SUBLETTING, MORTGAGE

§ 17.1. Transfers by Tenant. Tenant may effect a transfer, conveyance, assignment, sublease, or other pledge, encumbrance, or disposal of all or a portion of its interest in this Lease with the prior consent of Landlord, such consent not to be unreasonably, delayed, conditioned, or withheld (a “**Transfer**”), provided that no Transfer shall be binding upon Landlord unless such assignee or purchaser shall deliver to the Landlord a recordable instrument which contains a covenant of assumption by said assignee or purchaser to such effect, but the failure or refusal of such assignee or purchaser to deliver such instrument shall not release or discharge such assignee or purchaser from its obligations and liability as above set forth. Upon recordation of the assumption instrument, the prior Tenant shall be released from liabilities and obligations under this Lease accruing thereafter, and the assignee shall be and become and remain liable for the payment of all rents and other sums payable hereunder and for the due performance of all the covenants, agreements, terms, and provisions hereof on Tenant’s part to be performed throughout the remainder of the Rental Period. The provisions hereof shall be operative for and apply to each subsequent assignment.

§ 17.2. Subleases. Tenant may sublease the Premises pursuant to the Ground Sublease, to which Landlord hereby consents. In the event of any conflict between the terms and conditions of this Lease and the Ground Sublease, the provisions of this Lease shall control. Upon the execution and delivery of the Ground Sublease, and from time to time thereafter, Landlord and Tenant shall execute and deliver to Subtenant and to any Sublease Lienholder(s) who request(s) to be named in the same (including, but not limited to HUD and to ADOH while it is a Sublease Lienholder), a Non-Disturbance and Attornment Agreement mutually acceptable to the parties thereto. However, in no event shall City be made a party to, or otherwise required to assume any obligations under, HAMC’s Sublease. Landlord further agrees that, with the exception of any transfer of HAMC’s interest, Landlord’s consent shall not be necessary for transfers of interest among

parties or replacement of parties to the Subleases contemplated in this Section 17. Such transfers of interest or replacement of parties within any Sublease, other than HAMC, shall not be an Event of Default under Article 18 of this Lease. Any transfer of interest or replacement of parties that involves HAMC's interest shall be subject to Landlord's prior consent as set forth in Sec. 17.1 above.

§ 17.3. Obligations of Assignee. If this Lease is assigned in whole or in part, whether or not in violation of the provisions hereof, Landlord may and hereby is empowered to collect all amounts due hereunder from the assignee. In such event, Landlord may apply the net amount received by it to Additional Payments, and no such collection shall be deemed a waiver of the covenant herein against assignment, or an acceptance of the assignee or subtenant as a Tenant under this Lease, or a release of Tenant from the further performance of the covenants herein contained on the part of Tenant.

§ 17.4. Rights of Lenders. Landlord is aware that Subtenant will obtain financing or refinancing for acquisition, development, and/or construction of the Project and/or the Improvements to be constructed on the Premises, in whole or in part, from time to time, by one or more persons and that after the expiration or earlier termination of the Ground Sublease, Tenant may obtain financing or refinancing for the Improvements from time to time, by one or more persons (individually any persons providing financing to Subtenant or to Tenant is referred to as a "**Lender**", and collectively the "**Lenders**"). If Landlord provides any notices to Tenant (other than periodic billing notices) or if there is an Event of Default under this Lease, Landlord shall provide such notice or notice of such Event of Default, at the same time notice is provided to Tenant, to all Lenders who are parties to a Non Disturbance Agreement or who are designated by Tenant or Subtenant in a written notice to Landlord as being entitled to be deemed a Lender hereunder.

§ 17.5. Landlord's Lien Waiver. At Tenant's request, Landlord agrees to execute a form of landlord's lien waiver with respect to Tenant's financing of any property located on the Premises, subject to Landlord's review and approval of any such landlord's lien waiver form.

§ 17.6. Fee Financing. During the Rental Period, Landlord shall not mortgage or otherwise encumber its fee simple interest in the Premises (the "**Fee Estate**"). Notwithstanding anything to the contrary in this Lease, so long as the Ground Sublease is in effect, it is expressly understood and agreed that Subtenant, and the Sublease Lienholders are intended third party beneficiaries of this Section 17.6 of this Lease and are entitled to enforce the same against Landlord and Tenant by any means available at law or in equity subject to the limitation on remedies set forth in Section 19.2 of this Lease. As a condition to the performance of Tenant's obligations under this Lease, Landlord shall cause any existing mortgage or other encumbrance on the Fee Estate which is not listed on **Exhibit C** attached hereto to be subordinated to the Leasehold Estate in writing on terms satisfactory to Tenant and any Lienholder(s). Tenant agrees that the encumbrances of the Fee Estate are permitted as of the Effective Date. Nothing in this Section 17.6 is intended

to prohibit the encumbrance of the Fee Estate by the Use Agreement (defined in Section 31.4 hereof), which is expressly permitted.

§ 17.7. Encumbrance of Lease by Tenant or Subtenant. Landlord further acknowledges that the Lenders may require Tenant or Subtenant to execute and deliver various documents that will need to be recorded against Tenant's Leasehold Estate or Subtenant's Leasehold Estate including, without limitation, land use restriction agreements, mortgages, and deeds of trust (the "**Encumbrances**"), but in no event shall such Encumbrances encumber Landlord's Fee Estate, other than the encumbrance of the Fee Estate by the Use Agreement (defined in Section 31.4 hereof), which is expressly permitted. Tenant may encumber its Leasehold Interest created by this Lease only with the prior consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, and provided that any such Encumbrance shall not attach to or affect the Landlord's Fee Estate. Subtenant may encumber its Subleasehold Estate in accordance with the Ground Sublease without the further consent of Landlord, provided that such encumbrance does not affect the Landlord's Fee Estate. As of the Effective Date, Landlord and Tenant acknowledge and agree that the Ground Sublease prohibits Tenant from encumbering its Leasehold Estate with any Encumbrances without the express written approval of Subtenant and all Sublease Lienholders. Notwithstanding anything to the contrary in this Lease, so long as the Ground Sublease is in effect, Tenant may not encumber its Leasehold Estate (and Landlord shall not consent to any such encumbrance) without the prior written consent of the Subtenant and all Sublease Lienholders, which consent may be withheld in its sole discretion. It is expressly understood and agreed that Subtenant, Lenders, Lienholders, and Sublease Lienholders are each an intended third party beneficiary of this provision of this Lease and are entitled to enforce the same against Landlord and Tenant by any means available at law or in equity subject to the limitation on remedies set forth in Section 19.2 of this Lease. In every case in which Tenant places a mortgage or deed of trust upon its Leasehold Estate, Tenant shall provide Landlord with copies of the recorded mortgage or deed of trust and the names and addresses of the mortgagees or beneficiaries thereof (any Lender identified in such a mortgage or deed of trust being a "**Lienholder**").

A. **Sublease Lienholder Protections.** Notwithstanding anything in this Lease to the contrary, during the term of the Ground Sublease or of any mortgage or deed of trust granted by Subtenant to a Sublease Lienholder or by Tenant to a Lienholder in accordance with this Section 17.7, the following provisions shall prevail:

1. Tenant and Landlord shall not modify, amend, cancel, or terminate this Lease, for any reason other than an uncured breach by Tenant, without the prior written consent of each Sublease Lienholder and any such action without the prior written consent of Subtenant and each Sublease Lienholder shall be void at the option of Subtenant or any Sublease Lienholder ;

2. Landlord shall not accept a voluntary surrender of this Lease by Tenant (including, without limitation, a termination under Section 365(h)(A)(i) of Chapter 11 of the U.S. Bankruptcy Code), unless the Tenant's Leasehold interest has been assigned or assumed by a Sublease Lienholder, Subtenant, or Sublease Lienholder pursuant to a New Lease, without the prior written consent of each Sublease Lienholder and any such action without the prior written consent of Subtenant and each Sublease Lienholder shall be void at the option of Subtenant or any Sublease Lienholder;

3. Notwithstanding anything in this lease to the contrary, in the event of a partial condemnation or casualty, Tenant or Subtenant shall be permitted to rebuild unless the first priority Sublease Lienholder consents to the distribution of any insurance proceeds or condemnation award. This Lease may not be terminated in the event of a partial condemnation or casualty, provided Tenant or Subtenant elects to rebuild. If Tenant or any Subtenant, Lienholder, or Sublease Lienholder declines to rebuild, Tenant will demolish the destroyed or damaged portions of the Improvements at its expense and return the Premises to Landlord in useable condition in accordance with the terms of this Lease, and Landlord may terminate this Lease upon written notice given to Tenant and any Subtenants, Lienholders, or Sublease Lienholders, as required by this Lease. Any condemnation award to which Tenant is entitled under this Lease and all insurance proceeds to which Tenant is entitled under this Lease, shall be paid to the first priority Sublease Lienholder and disbursed only in accordance with such Sublease Lienholder's applicable loan documents;

4. So long as any Sublease Lienholder is in existence, unless such Sublease Lienholder shall otherwise expressly consent in writing, the Fee Estate and Leasehold Estate shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said Fee Estate and Leasehold Estate by any single owner.

B. Lender's Liability. No Lender or Lienholder shall be or become liable to Landlord as an assignee of this Lease or otherwise unless it expressly assumes by written instrument executed by Landlord and Lienholder such liability (in which event the Lienholder's liability shall be limited to matters occurring during the period of time during which it is the owner of the leasehold interest created thereby and to the value of Lender's or Lienholder's interest in the Leasehold Estate); provided, however, that an assumption shall be assumed upon a foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by such leasehold mortgage or other instrument or from a conveyance from Tenant pursuant to which the purchaser at foreclosure or grantee shall acquire the rights and interest of Tenant under the terms of this Lease.

C. Notice of Default to Lienholders. If an Event of Default has occurred under this Lease and has not been cured as provided in this Lease, Landlord agrees to give written notice of such default to the Lienholder under any such mortgage or deed of trust, whose name and address shall be furnished to Landlord by Tenant in accordance with

Section 17.7. Landlord acknowledges that any Lender listed on **Exhibit C** (if any) is a Lienholder entitled to notices relating to Events of Default under this Lease. Landlord shall not terminate this Lease, re-enter the Premises, or exercise any other remedy available at law which would affect Tenant's rights under this Lease provided any Lienholder has cured said default within the time allowed Tenant for same hereunder or within sixty (60) days after receipt of said notice of default by said Lienholder, whichever is greater, provided, however, that, if a Lienholder has commenced the cure of such default but has determined that it will not be able to complete such cure within such sixty (60) day period, Lienholder shall notify Landlord in writing of the need for additional time together with a proposed additional time period within which to complete the cure, with such additional time period to be approved by Landlord, with such approval to not be unreasonably delayed, conditioned, or withheld (the “**Lienholder's Cure Period**”). Thereafter, the Lienholder will diligently and continuously pursuing the cure. The Lienholder will notify Landlord when the cure has been completed, and Landlord will approve the completed cure, with such approval to not be unreasonably delayed, conditioned, or withheld. Landlord acknowledges that any Lienholder is relying on the Tenant's Leasehold Estate as collateral and Landlord agrees to give any Lienholder the opportunity to cure such default and realize on its interest in such collateral before any termination of this Lease or exercise of any other remedies due to a default by Tenant. In furtherance of the foregoing, Landlord agrees that it will not terminate this Lease, exercise any remedies or cause or accept a surrender of the Tenant's Leasehold Estate under this Lease due to the occurrence of a Tenant default so long as a Lienholder commences the foreclosure of its leasehold mortgage, deed of trust, or other Encumbrance during the ninety (90) day period after the expiration of the Lienholder's Cure Period (for purposes of such requirement the filing of a complaint to judicially foreclose or the publishing of the first required notice for foreclosure by advertisement, shall be deemed commenced) and completes such foreclosure with reasonable diligence (the time for completion by Lienholder being continued so long as Lienholder is enjoined or stayed by law or court order or otherwise delayed by an unavoidable delay and thereafter so long as Lienholder proceeds to completion with reasonable diligence), provided that Lienholder pays, upon Landlord's written demand, all delinquent Rent and other sums then due and owing under this Lease, and continues to pay all Rent and other sums due and owing and performs all other obligations of Tenant which can reasonably be performed without possession of the Premises and Improvements or appointment of a receiver and are not personal to Tenant arising through the date of foreclosure. Such foreclosure proceedings may be commenced by Lienholder without the consent of Landlord. Furthermore, Lienholder shall have the right to assign or transfer the leasehold interest to a purchaser at or subsequent to a foreclosure sale with any assignment or transfer being subject to the terms and conditions of this Lease.

D. **New Lease.** In the event Tenant fails to cure any such default and Landlord proposes to declare the Term ended by reason of such default, Landlord, simultaneously with the sending of the notice of termination, shall send to each Lienholder an offer to enter into a new lease with said Lienholders (the “**New Lease**”) on the same terms and conditions as this Lease (including all obligations relating to the use of the Premises in accordance

with CC&Rs and the other provisions of this Lease), except that the “Tenant” under such New Lease shall be the first priority Lienholder (as determined pursuant to Section 17.7 F below) or its designee, the commencement date shall be the first day of the first calendar month following the date said Lienholder mails the New Lease to Landlord, and the termination date shall be the termination date of this Lease and the Premises shall include all Improvements notwithstanding any transfer of title to Landlord. The offer may be accepted by mailing within sixty (60) days of the sending of said offer two (2) duly executed originals of each New Lease to Landlord together with the payment of or evidence of the payment of all sums due and unpaid under this Lease as of the date of the notice referred to in this Section 19 up to the commencement date of said New Lease. Upon receipt of said New Lease and said payment or evidence of said payment, Landlord shall immediately execute both originals of said New Lease and return one (1) fully executed copy thereof to the tenant under the New Lease. Upon the commencement date of said New Lease, this Lease shall terminate and be of no further force and effect. If the first priority Lienholder or its designee does not return the New Lease to Landlord within sixty (60) days of the sending by Landlord, Landlord may proceed with terminating this Lease by sending a final notice of termination to Tenant, any Subtenant, and any Lienholders or Sublienholders of record.

E. **Attornment.** Landlord further agrees that, should a Lienholder or its designee acquire Tenant's interest in the Leasehold Estate through a foreclosure of such mortgage or deed of trust or any transfer in lieu thereof, said Lienholder or its designee shall have the right to attorn to Landlord, provided said Lienholder or its designee cures all defaults of Tenant under this Lease existing at the time of such attornment, which are within the power of said Lienholder or its designee to cure, and Landlord will accept such attornment, and said Lienholder or its designee and Landlord shall have the same rights and obligations toward one another which they would have had had this Lease been entered into with Landlord, as Landlord, and said Lienholder or its designee, as Tenant. Notwithstanding the foregoing, the obligations of the Lienholder to cure all defaults and be responsible for any indemnification obligations arising from acts or omissions of Tenant prior to the time such Lienholder succeeded to possession and control of the Premises, shall not include those defaults and indemnification obligations of which Landlord was aware, but failed to provide timely notice to the Lienholder in accordance with this Agreement.

F. **Priority of Lienholders.** If more than one (1) Lienholder desires to exercise any rights or remedies afforded to Lienholders under this Lease, then the party against whom such right or remedy is to be exercised shall be required to recognize either: (i) only the Lienholder that desires to exercise such right or remedy and whose Encumbrance is most senior (as against other Encumbrances); or (ii) such other Lienholder as all Lienholders have designated in writing to exercise such right or remedy. Priority of Encumbrances shall be conclusively evidenced by (in order of precedence of application): (a) written agreement (or joint written instructions) by all Lienholders; or in the absence of such a written agreement or instructions (b) a report or certificate of a title insurance company licensed to do business in the State in which case the first recorded Encumbrance

shall be deemed as most senior for purposes of this paragraph. Neither Tenant nor Landlord shall be obligated to determine the relative priorities of any Lienholder other than by obtaining the title report or certificate described in the preceding sentence. For any right or remedy under an Encumbrance that by its nature or under this Lease can be exercised by only one Lienholder (such as the right to a New Lease), pending the determination of priority, any time period that applies to a Lienholder's exercise of such right or remedy shall be tolled, but not more than ninety (90) days.

G. **Lienholder Protection Documents.** On the request of any Lienholder, Landlord agrees to promptly execute and deliver to Tenant and such Lienholder, an amendment to this Lease or any New Lease or Lienholder's customary form of consent, estoppel, and non-disturbance and attornment agreement or similar document ("**Leasehold Mortgage NDA**"), provided that no such amendment or Leasehold Mortgage NDA shall modify the Rent or the Term or otherwise materially and adversely affect Landlord's rights, increase Landlord's obligations, or materially decrease Tenant's obligations under this Lease. Notwithstanding the foregoing, to the extent any action requested herein requires the consent of HUD prior to Landlord action, Lienholder shall, at Tenant's expense, work with Landlord and Tenant to secure the required HUD approval.

§ 17.8. Estoppel Certificate to Lienholders or Investor Member. At any time within ten (10) business days after written notice of request by Lienholder, Sublease Lienholder, or Investor Member to Landlord, Landlord shall execute, acknowledge, and deliver to Lienholder or Investor Member, as applicable a certificate that shall: (i) confirm that Landlord consents to the mortgage loan; (ii) identify the terms of this Lease; (iii) identify all documents evidencing this Lease; (iv) certify that there have been no unapproved changes in the Ground Lease; (v) confirm that this Lease is in full force and effect; (vi) confirm that there are no known defaults, and no defaults pending under the terms of this Lease (and no conditions existing which but for the passage of time or the giving of notice would result in a default under this Lease); (vii) confirm the date through which rent has been paid; and (viii) contain such other provisions as may be reasonably necessary to satisfy any requirement that is not already contained in this Lease.

ARTICLE 18 — DEFAULT BY TENANT

§ 18.1. Events of Default. The happening of any one of the following events (herein called an "**Event of Default**") shall be considered a material breach and default by Tenant under this Lease:

A. **Monetary Default.** If default shall be made in the due and punctual payment of Base Rent or any Additional Payments and such default continues for thirty (30) days after written notice thereof to Tenant; or

B. **Non-Monetary Default.** If default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms, limitations,

or conditions hereof other than those referred to in the foregoing subsection (A), and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant (provided, that if Tenant proceeds with due diligence during such thirty (30) day period to substantially cure such default and is unable by reason of the nature of the work involved, to cure the same within the required thirty (30) days, Tenant's time to do so shall be extended by the time reasonably necessary to cure the same as reasonably determined by Landlord); or

C. ***Bankruptcy, Voluntary.*** If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall take the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state, or other statute, law, or regulation, or if Tenant shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Tenant or of all or any substantial part of its properties, or shall make any general assignment for the benefit of creditors; or

D. ***Bankruptcy, Involuntary.*** If a petition shall be filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state, or other statute, law, or regulation, and shall remain undismissed or unstayed for ninety (90) days, or if any trustee, receiver, or liquidator of Tenant, or of all or substantial part of its properties, shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain unvacated and unstayed for ninety (90) days.

§ 18.2. Intentionally Omitted.

§ 18.3. Tenant Liability. Expiration or termination of this Lease shall relieve Tenant of its liabilities or obligations under this Lease from and after the date of expiration or termination with the exception of those liabilities which by the express terms of this Lease survive any such expiration or termination.

§ 18.4. Intentionally Omitted.

§ 18.5. No Implied Waiver. Any failure by Landlord to insist upon the strict performance of any covenant, agreement, term, or condition hereof or to exercise any right or remedy consequent upon a breach hereof, and no acceptance of any payments from Tenant during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition hereof to be performed or complied with by Landlord or Tenant, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the party to be charged therewith. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term, limitation, and condition hereof shall

continue in full force and effect with respect to any other then existing or subsequent breach hereof.

§ 18.6. Remedies Cumulative. In the event of any breach by Tenant of any of the covenants, agreements, terms, or conditions hereof, Landlord, in addition to any and all other rights, shall be entitled to enjoin such breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise for such breach. In the event of Tenant's failure to pay Base Rent or Additional Payments on the date when due, Tenant shall pay Landlord interest on any such overdue payments and associated late charges at the rate of two percent (2%) per month, but in no event an amount greater than permitted by law, but this shall in no way limit any claim for damages for Landlord for any breach or default by Tenant.

§ 18.7. Late Charge. In the event that any payment required to be made by Tenant to Landlord under the terms of this Lease is not received within ten (10) days after written notice of delinquency, a late charge shall become immediately due and payable as an Additional Payment in an amount equal to two and one-half percent (2.5%) of the late payment.

§ 18.8. Specific Performance. If a default is not commenced to be cured within thirty (30) calendar days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, Landlord may, at its option, thereafter (but not before) commence an action for specific performance of the terms of this Lease pertaining to such default.

§ 18.9. Subtenant Protections. Notwithstanding any provision herein, Subtenant, Investor Member, and any Sublease Lienholder (together, the "**Curing Parties**" and individually a "**Curing Party**") shall have the right to cure any Event of Default (including non-monetary defaults that are capable of being cured), and Landlord shall accept any cure made by any such Curing Party as though the same had been done or performed by Tenant (i.e. all defaults can be cured by the Subtenant by the payment of money to the Landlord). In no event, however, shall the Curing Parties have any obligation to perform any obligations of Tenant or to cure any default under this Lease. Landlord agrees that it will take no action under this Lease, at law or in equity, by reason of an Event of Default without first giving written notice to each of the Curing Parties, and Tenant or the Curing Parties fails to cure such Event of Default within, at minimum, sixty (60) days after receiving written notice, not to exceed one hundred twenty (120) days. The provisions of this Section 18.9 are in addition to and not in limitation of any provisions in any Non Disturbance Agreement.

ARTICLE 19 — DEFAULT BY LANDLORD

§ 19.1. Limitations of Landlord's Liability. The term "Landlord," as used herein, so far as Landlord's covenants and agreements hereunder are concerned, shall be

limited to mean and include only the owner or owners of the fee title to the Premises or those having the right of immediate possession in a pending condemnation action at the time in question.

§ 19.2. Tenant Remedies for Landlord Breach. In the event of any breach by Landlord of any of the covenants, agreements, terms, or conditions hereof, Tenant may seek any right or remedy allowed at law or in equity or by statute or otherwise (except as provided herein) for such breach, including, but not limited to seeking specific performance or an injunction, all of which shall be construed and held to be cumulative and non-exclusive; provided, however, Tenant shall not seek, and hereby waives any right to, monetary damages from Landlord, including, but not limited to, loss of profits, loss of sub-rents, loss of any other revenue, loss of business opportunity, loss of good will, loss due to business interference, or punitive damages. Tenant further agrees that its recourse for any damages shall be limited to collection from the Premises and not from any other assets of Landlord.

ARTICLE 20 — UNENFORCEABLE TERMS

§ 20.1. Severability. Landlord and Tenant each believes that the execution, delivery, and performance of this Lease are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the Landlord to do any act in violation of any applicable law, including any constitutional provision, law, regulation, County or City Code or Charter, as applicable), such provision shall be deemed severed from this Lease and this Lease shall otherwise remain in full force and effect; provided that this Lease shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the parties as if such severance and reformation were not required. Unless prohibited by Applicable Laws, the parties further shall perform all acts and execute, acknowledge, and/or deliver all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Lease, as reformed.

ARTICLE 21 — NOTICES

§ 21.1. Notices. Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, except as pursuant to Article 12, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other parties to the at the address as set forth below:

Tenant:

Housing Authority of Maricopa County
Attn: Executive Director
8910 North 78th Avenue

Peoria, Arizona 85345

With copies to:

Harvey Law, PLLC
Attn: Travys Harvey, Esq.
7702 East Doubletree Ranch Road, Suite 300
Scottsdale, Arizona 85258

Investor:

Wells Fargo Bank, National Association
550 S. Tryon Street
23rd Floor, D1086-239
Charlotte, North Carolina 28202-4200
Attn: Director of Tax Credit Asset Management

With copies to:

Cannon Heyman & Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, New York 14210
Attn: Constance C. Giessert, Esq.

Lender:

Wells Fargo Bank, National Association
401 B Street, 11th Floor
MAC E2901-110
San Diego, California 92101
Attn: Christian Von Merkatz

With copies to:

KMO Partners, LLP
3777 Long Beach Boulevard
Suite 280
Long Beach, CA 90807
Attn: John Ogenorth, Esq.
Attn: Ken Krug, Esq.

Each Sublease Lienholder identified on ***Exhibit C*** and
any Sublease Lienholder which is party to a Non
Disturbance Agreement from time to time.

Landlord:

City of Surprise
Attn: City Manager
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

With a required copy to:

City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

Each party may by notice in writing change its address for the purpose of this Lease, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder two (2) business days after it shall be mailed by United States registered or certified mail, postage prepaid, in any post office or branch post office regularly maintained by the United States Government, upon personal delivery, or one business day after deposit with any commercial air courier or express service.

§ 21.2. Notice to Curing Parties. When, under the terms of this Lease, any Notice is required or permitted to be given to a Curing Party, it is the intention of the parties that such notice shall be required to be given to all Curing Parties.

ARTICLE 22 — CONDITION

§ 22.1. Condition of Premises. Tenant represents that the Premises, any sidewalks, the title to the Premises, parking areas adjoining the same, any subsurface conditions thereof, and the present uses thereof, have been examined by Tenant and that Tenant accepts the same in the condition or state in which they or any of them may be on the date of the execution of this Lease, without representation or warranty, express or implied in fact or by law, by Landlord and without recourse to Landlord, as to the nature, condition, or usability thereof or the use or uses to which the Premises or any part thereof may be put.

§ 22.2. Quiet Enjoyment. Subject to all of the conditions, terms, and provisions contained in this Lease, Landlord covenants that Tenant, upon paying the Base Rent and Additional Payments and observing and keeping all terms, covenants, agreements, limitations, and conditions hereof on its part to be kept, shall quietly have and enjoy the Premises during the Rental Period, without hindrance or molestation by Landlord.

ARTICLE 23 — ESTOPPEL

§ 23.1. Estoppel Certificates. Landlord or Tenant may request, at any time, from one another a certificate evidencing whether or not:

A. The Lease is in full force and effect along with the amount and current status of the Additional Payments due hereunder;

B. The Lease has been modified or amended in any respect or describing such modifications or amendments, if any; and

C. There are any existing defaults thereunder, to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any.

Such certificates shall include such other information as either party, Subtenant, Investor Member, or a Lienholder reasonably requires. The party receiving such a request shall cooperate with the requesting party and shall deliver a written response within twenty (20) days of such request. Without limitation, such certificates as are reasonably requested shall be provided at the request of Investor Member, any Lienholder, Subtenant, or any Sublease Lienholder.

ARTICLE 24 — CONSENTS

§ 24.1. Parties and Notice. Whenever the consent or approval of a party to this Lease is required or reasonably requested under this Lease, if they fail to notify the other party in writing within forty-five (45) days (except where a longer period is otherwise specified herein for the giving of such consent or approval) after the giving of a written request therefor in the manner specified herein for the giving of notice, it shall be concluded that such consent or approval has been given.

§ 24.2. No Unreasonable Withholding. Wherever in this Lease the consent or approval of either party is required, such consent or approval shall not be unreasonably withheld nor delayed, except where otherwise specifically provided. The remedy of the party requesting such consent or approval, in the event such party should claim or establish that the other party has unreasonably withheld or delayed such consent or approval, shall be limited to injunction or declaratory judgment and in no event shall such other party be liable for a money judgment.

ARTICLE 25 — LANDLORD NOT LIABLE

§ 25.1. Limitation of Liability. Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, merchandise, or decorations or to any person or persons at any time on the Premises from steam, gas, electricity, water, rain, or any other source whether the same may leak into, issue, or flow from any part of the Premises or from pipes or plumbing work of the same, or from any other place or quarter; nor shall

Landlord be in any way responsible or liable in case of any accident or injury including death to any of Tenant's employees, agents, subtenants, or to any person or persons in or about the Premises or the streets or sidewalks adjacent thereto; and Tenant agrees that it will not hold Landlord in any way responsible or liable therefor.

ARTICLE 26 — MISCELLANEOUS

§ 26.1. Intentionally Omitted.

§ 26.2. **Right of Cancellation.** All parties hereto acknowledge that this agreement is subject to cancellation by Landlord or Tenant pursuant to the provisions of §38-511, Arizona Revised Statutes.

§ 26.3. **Legal Actions.** Any legal action instituted pursuant to this Lease shall be brought in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona in Phoenix, Arizona. In the event a legal action is instituted, the parties shall bear responsibility for payment of their own costs and expenses of such action, including attorneys' fees. This Lease shall be construed and enforced in accordance with the laws of the State of Arizona.

§ 26.4. **Memorandum.** Landlord and Tenant shall each execute and deliver a memorandum of this Lease substantially in the form attached hereto as *Exhibit B*, which shall be recorded in the Office of the County Recorder, Maricopa County, Arizona.

§ 26.5. **Entire Agreement.** This Lease, together with its schedules and Exhibits and all documents incorporated herein by reference, contains the entire agreement between Landlord and Tenant and any executory agreement hereafter made between Landlord and Tenant shall be ineffective to change, modify, waive, release, discharge, terminate, or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination, or the effect of the abandonment is sought.

§ 26.6. **Captions.** The captions of Articles and Sections in this Lease and its Table of Contents are inserted only as a convenience and for reference and they in no way define, limit, or describe the scope of this Lease or the intent of any provision thereof. References to Articles and Section numbers are to those in this Lease unless otherwise noted.

§ 26.7. **Execution and Delivery.** This Lease shall bind Tenant upon its execution thereof. Landlord shall be bound only after it executes and delivers the Lease to Tenant.

§ 26.8. **Singular and Plural, Gender.** If two or more persons, firms, corporations, or other entities constitute either the Landlord or the Tenant, the word "Landlord" or the word "Tenant" shall be construed as if it reads "Landlords" or "Tenants" and the pronouns

“it,” “he,” and “him” appearing herein shall be construed to be the singular or plural, masculine, feminine, or neuter gender as the context in which it is used shall require

§ 26.9. Multiple Parties. If at any time Landlord, Tenant, any Lienholder (Landlord, Tenant or any such Lienholder being in this Section referred to as a “**party**”) is other than one individual, partnership, firm, corporation, or other entity, the act of, or notice, demand, request, or other communication from or to, or payment of refund from or to, or signature of, or any one of the individuals, partnerships, firms, corporations, or other entities then constituting such party with respect to such party’s estate or interest in the Premises or this Lease shall bind all of them as if all of them so had acted, or so had given or received such notice, demand, request, or other communication, or so had given or received such payment or refund, or so had signed, unless all of them theretofore have executed and acknowledged in recordable form and given a notice (which has not theretofore been revoked by notice given by all of them) designating not more than three individuals, partnerships, firms, corporations, or other entities as the agent or agents for all of them. If such a notice of designation has theretofore been given, then, until it is revoked by notice given by all of them, the act of, or notice, demand, request or other communication from or to, or payment or refund from or to, or signature of, the agent or agents so designated with respect to such party’s estate or interest in the Premises or this Lease shall bind all of the individuals, partnerships, firms, corporations, or other entities then constituting such party as if all of them so had acted, or so had given or received such notice, demand, request, or other communication, or so had given or received such payment or refund, or so had signed.

§ 26.10. Amendments. So long as the Ground Sublease is in effect, this Lease shall not be amended or modified without the express written consent of Subtenant and any Sublease Lienholder(s). Any purported amendment or modification for which such consent has not been obtained shall be void.

§ 26.11. Exhibits and Incorporation. The following exhibits and schedules, which are attached hereto or are in the possession of the Landlord and Tenant, are incorporated herein by reference as though fully set forth:

Exhibit A Legal Description of the Premises

Exhibit B Form of Memorandum of Ground Lease

Exhibit C List of Sublease Lienholders/Lenders

Exhibit D HUD Lease Addendum

ARTICLE 27 — EQUAL EMPLOYMENT OPPORTUNITY

Tenant shall comply with all elements and requirements of the Equal Employment Opportunity laws and ordinances.

ARTICLE 28 — ENFORCED DELAY

§ 28.1. Enforced Delay; Extension of Time of Performance. Whether stated or not, all periods of time in this Lease are subject to this Section. Neither the Landlord nor Tenant, as the case may be, shall be considered to have caused an Event of Non-Performance with respect to its obligations under this Lease (or to have failed to meet any required date of performance) in the event of enforced delay (“**Enforced Delay**”) due to (1) causes beyond its reasonable control and without its negligent or intentional failure to comply with Applicable Laws, including, but not restricted to, acts of God, acts of public enemy, acts of the Federal, state or local government, acts of the other party, litigation or other action authorized by law concerning the validity and enforceability of this Lease or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or ecoterrorism), nuclear radiation, declaration of national emergency or national alert, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Premises (whether permanent or temporary) by any public, quasi-public or private entity; (2) the discovery of Regulated Substances on, at or affecting the Premises not disclosed by any applicable environmental assessment or otherwise known by or disclosed to the party or parties affected thereby; the discovery of funerary objects or archaeological resources or artifacts on, at or affecting the Premises requiring repatriation, study, removal or further acts mandated by federal or state law; or the discovery of Endangered Species on, at or affecting the Premises; (3) the order, judgment, action, or determination of any court, administrative agency, governmental authority or other governmental body (collectively, an “**Order**”) which delays the completion of the work or other obligation of the party claiming the delay; or the suspension, termination, interruption, denial, or failure of renewal (collectively, a “**Failure**”) of issuance of any permit, license, consent, authorization, or approval necessary to Tenant’s undertakings pursuant to this Agreement, unless it is shown that such Order or Failure is the result of the failure to comply with Applicable Laws or to fully comply with the applicable application requirements by the party claiming the delay; provided, however, that the contesting in good faith of any such Order or Failure shall not constitute or be construed or deemed as a waiver by a party of Enforced Delay; and (4) the denial of an application, failure to issue, or suspension, termination, delay, or interruption other than by or from Landlord, Maricopa County, or the Surprise City Council or one of its departments, divisions, agencies, commissions or boards (collectively, a “**Denial**”) in the issuance or renewal of any permit, approval, or consent required or necessary in connection with Tenant’s undertakings pursuant to this Agreement, if such Denial is not also the result of the failure to comply with Applicable Laws or to fully comply with the applicable application requirements by the party claiming the delay; provided that the contesting in good faith or the failure in

good faith to contest any such Denial shall not constitute or be construed or deemed as a waiver by a Party of Enforced Delay. In no event will Enforced Delay include any delay resulting from general economic or market conditions, unavailability for any reason of particular tenants or purchasers of portions of the Project, nor from the unavailability for any reason of particular contractors, subcontractors, vendors, investors, or lenders desired by Tenant in connection with the Project, it being agreed that Tenant will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the party claiming delay shall be extended for a period of the Enforced Delay; provided that the party seeking the benefit of the provisions of this Section 28.1 shall, within thirty (30) days after such party knows of any such Enforced Delay, first notify the other party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either party's failure to notify the other of an event constituting an Enforced Delay shall not alter, detract from or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such party.

ARTICLE 29 — INTENTIONALLY OMITTED

ARTICLE 30 — COMPLIANCE WITH ENVIRONMENTAL LAWS

§ 30.1. Definitions.

A. “Environmental Laws”: Those laws promulgated for the protection of human health or the environment, including but not limited to the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Arizona Environmental Quality Act, Title 49 of the Arizona Revised Statutes; the Occupational Safety and Health Act of 1970, as amended, 84 Stat. 1590, 29 U.S.C. §§ 651-678; Maricopa County Air Pollution Control Regulations; Title 41, Article 4, Archaeological Discovery, Arizona Revised Statutes; regulations promulgated thereunder and any other laws, regulations, and ordinances (whether enacted by the local, county, state, or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of human health and the environment, including but not limited to the ambient air, ground water, surface water, and land use, including substrata soils.

B. “Regulated Substances”:

A. Any substance identified or listed as a hazardous substance, pollutant, hazardous material, or petroleum in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Hazardous

Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, and in the regulations promulgated thereto; and Underground Storage Tanks, U.S.C. §§ 6991 to 6991i.

B. Any substance identified or listed as a hazardous substance, pollutant, toxic pollutant, petroleum, or as a special or solid waste in the Arizona Environmental Quality Act, A.R.S. § 49-201 *et seq.*; including, but not limited to, the Water Quality Assurance Revolving Fund Act, A.R.S. § 49-281 *et seq.*; the Solid Waste Management Act, A.R.S. § 49-701 *et seq.*; the Underground Storage Tank Regulation Act, A.R.S. § 49-1001 *et seq.*; and Management of Special Waste, A.R.S. § 49-851 to 49-868.

C. All substances, materials, and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any Environmental Law during the Rental Period.

C. **“Release”**: Any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

§ 30.2. Compliance. Tenant shall, at Tenant’s own expense, comply with all present and hereinafter enacted Environmental Laws and any amendments thereto, affecting Tenant’s operation on the Premises.

Tenant shall not cause or permit any Regulated Substance to be used, generated, manufactured, produced, stored, brought upon, or released on, or under the Premises, or transported to or from the Premises, by Tenant, its agents, employees, contractors, invitees, or a third party in a manner that would constitute or result in a violation of any Environmental Law or that would give rise to liability under an Environmental Law.

Tenant may provide for the treatment of certain discharges regulated under the pretreatment ordinances pursuant to any State of Arizona or municipal code or such other ordinances as may be promulgated and the Federal Clean Water Act, 33 U.S.C. § 1251 *et seq.*

§ 30.3. Indemnification.

A. Tenant shall indemnify, defend, and hold harmless, on demand, Landlord, its successors and assigns, its elected and appointed officials, employees, agents, boards, commissions, representatives, and attorneys (the **“Section 30.3 Indemnified Parties”**), for, from, and against any and all liabilities, obligations, damages, charges and expenses, penalties, suits, fines, claims, legal, and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons, property, the environment, or the Premises and any and all claims or actions brought by any person, entity, or governmental body, alleging or arising in connection with contamination of, or adverse effects on, human health, property, or the environment pursuant to any Environmental Law, the common law, or other statute, ordinance, rule, regulation, judgment, or order of any governmental agency or judicial entity, which are

incurred or assessed as a result, whether in part or in whole, of any use of the Premises during the Rental Period. Regardless of the date of termination of this Lease, Tenant's obligations and liabilities under this Article 30 shall continue so long as the Landlord bears any liability or responsibility under the Environmental Laws for any use of the Premises during the Rental Period. This indemnification of the Section 30.3 Indemnified Parties by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial actions, removal or restoration work required or conducted by any federal, state, or local governmental agency or political subdivision because of Regulated Substances located on the Premises or present in the soil or ground water on, or under the Premises. The parties agree that Landlord's right to enforce this covenant to indemnify is not an adequate remedy at law for Tenant's violation of any provision of this Article, and that Landlord shall also have the rights set forth in this Article in addition to all other rights and remedies provided by law or otherwise provided for in this Lease.

B. Without limiting the foregoing, if the presence of any Regulated Substance on, or under the Premises results in any contamination of the Premises or any adjacent real property during the Rental Period, to the extent required by Environmental Law, Tenant shall promptly take all actions at its sole cost and expense as are necessary to mitigate any immediate threat to human health or the environment. Tenant shall then undertake any further action necessary to return the Premises or other property to the condition existing prior to the introduction of any Regulated Substance to the Premises; provided that Landlord's written approval of such actions shall first be obtained, which shall not be unreasonably conditioned, withheld, or delayed. Tenant shall undertake such actions without regard to the potential legal liability of any other person, however, any remedial activities by Tenant shall not be construed as to impair Tenant's rights, if any, to seek contribution or indemnity from another person.

C. Tenant shall, at Tenant's own cost and expense, make all tests, reports, studies, and provide all information to any appropriate governmental agency as may be required pursuant to the Environmental Laws pertaining to Tenant's use of the Premises. This obligation includes but is not limited to any requirements for a site characterization, site assessment, and/or a cleanup plan that may be necessary due to any actual or potential spills or discharges of Regulated Substances on, or under the Premises, during the Rental Period. At no cost or expense to Landlord, Tenant shall promptly provide all information requested by Landlord pertaining to the applicability of the Environmental Laws to the Premises, to respond to any governmental investigation, or to respond to any claim of liability by third parties which is related to environmental contamination.

In addition, Landlord shall have the right to access, within ten (10) days of Tenant's receipt of written request, and copy any and all records, test results, studies, and/or other documentation, other than trade secrets, regarding environmental conditions relating to the use, storage, or treatment of Regulated Substances by the Tenant on, or under the Premises.

D. Tenant shall immediately notify Landlord of any of the following: (1) any correspondence or communication from any governmental agency regarding the application of Environmental Laws to the Premises or Tenant's use of the Premises, (2) any change in Tenant's use of the Premises that will change or has the potential to change Tenant's or Landlord's obligations or liabilities under Environmental Laws, and (3) any assertion of a claim or other occurrence for which Tenant may incur an obligation under this Article 30.

E. Tenant shall, at its own expense, obtain and comply with any permits or approvals that are required or may become required as a result of any use of the Premises by the Tenant, its agents, employees, contractors, invitees, and assigns.

F. Tenant shall obtain and maintain compliance with any applicable financial responsibility requirements of federal and/or state law regarding the ownership or operation of any underground storage tank(s) or any device used for the treatment or storage of a Regulated Substance and present evidence thereof to Landlord, as may be applicable.

§ 30.4. Noncompliance.

A. Tenant's failure or the failure of its agents, employees, contractors, invitees, or of a third party to comply with any of the requirements and obligations of this Article 30 or applicable Environmental Laws shall constitute a material default of this Lease. Notwithstanding any other provision in this Lease to the contrary, Landlord shall have the right of "self-help" or similar remedy in order to minimize any damages, expenses, penalties, and related fees or costs, arising from or related to a violation of Environmental Laws on, or under the Premises, without waiving any of its rights under this Lease. The exercise by Landlord of any of its rights under this Article shall not release Tenant from any obligation it would otherwise have hereunder.

B. The covenants in this Article 30 shall survive the expiration or earlier termination of this Lease.

ARTICLE 31 - MISCELLANEOUS

§ 31.1. Landlord Representations and Warranties. Landlord hereby represents, warrants, covenants, and agrees that (a) its execution of the Lease will not violate any agreement to which Landlord is a party; (b) there is no litigation pending against Landlord which would have a material impact on the Project, the Premises, or Landlord's ability to perform its obligations under this Lease, or with respect to the Premises; (c) there is no pending taking of the Premises; (d) other than Tenant, there is no tenant who would have any right of claim to possession or use of the Premises; (e) there are no unpaid special assessments touching, concerning or relating to the Premises.

§ 31.2. Intentionally Deleted.

§ 31.3. Exculpatory Provision. Landlord acknowledges that this Lease imposes no contractual obligations upon Maricopa County; and that in the event of a default under this Lease, of any kind or nature whatsoever Landlord shall look solely to the Tenant for remedy or relief; and that neither Maricopa County nor any Supervisor, elected official, officer, agent or employee of Maricopa County shall be liable to Landlord, or any successor in interest to Landlord in any way due to a default by Tenant under this Lease. Tenant acknowledges that in the event of a default under this Lease, of any kind or nature whatsoever, Tenant shall look solely to Landlord for remedy or relief; and that no Surprise City Council Member, elected or appointed official, officer, agent, or employee of the City of Surprise shall be liable to Tenant, or any successor in interest to Tenant, including any Subtenant, Investor Member, or Sublease Lienholder, in any way due to a default by Landlord under this Lease.

§ 31.4. HUD Use Agreement. Notwithstanding any other clause or provision in this Lease and so long as the Capital Advance Program Use Agreement dated as of the Effective Date, as amended from time to time (“**Use Agreement**”) is in effect, the attached Lease Addendum Section 202 (Lessor-Lessee) and the following provisions shall apply:

1. This Lease shall in all respects be subordinate to the Use Agreement. Subordination continues in effect with respect to any future amendment, extension, renewal, or any other modification of the Use Agreement or the Lease. Landlord and Tenant intend that the foregoing subordination shall be enforceable by HUD.
2. The assisted units shall be used solely as rental housing for very-low income elderly persons.
3. Neither Tenant nor any of its members or partners shall have the authority, without the consent of HUD, to sell, transfer, convey, assign, mortgage, pledge, sublease or otherwise dispose of, at any time, the project identified in the Use Agreement or any part thereof.
4. If any of the provisions of this Lease conflict with the terms of the Use Agreement, the provisions of the Use Agreement shall control.
5. The provisions in this Section 31.4 are required to be inserted into this Lease by HUD and may not be amended without HUD’s prior written approval.
6. Violation of the Use Agreement which continues beyond any applicable notice and cure period constitutes a default of this Lease.
7. Neither the Tenant nor any of its members or partners shall have any authority to take any action in violation of the Use Agreement.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE 1 OF 2 TO GROUND LEASE

“Tenant”

Housing Authority of Maricopa County,
a political subdivision of the State of Arizona

By: _____
Gerald Minott, Executive Director

Signatures continue on following page.

SIGNATURE PAGE 2 OF 2 TO GROUND LEASE

“Landlord”

CITY OF SURPRISE

By _____
Name _____
Its _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Exhibit A to Ground Lease

Legal Description of the Premises

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION LIES NORTH 00°04'39" WEST 2660.02 FEET;

THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER NORTH 00° 04'39" WEST 1102.89 FEET;

THENCE DEPARTING SAID LINE NORTH 89° 55'21" EAST 30.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°04'39" WEST 194.36 FEET;

THENCE SOUTH 89°36'14" EAST 140.00 FEET;

THENCE NORTH 00°04'39" WEST 100.00 FEET;

THENCE SOUTH 89°35'17" EAST 159.03 FEET;

THENCE SOUTH 00°04'29" EAST 573.09 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SANTA FE DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 46°49'47" WEST 410.49 FEET TO THE POINT OF BEGINNING.

APN: 501-80-034A & APN: 501-80-034C

Exhibit B to Ground Lease

Memorandum of Ground Lease

Prepared by and after recording,
please mail to:

City Clerk for the City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374-7470

Travys Harvey, Esq.
Harvey Law, PLLC
7702 East Doubletree Ranch Road, Suite 300
Scottsdale, AZ 85258

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this “**Memorandum**”) is made as of _____, 2023 (the “**Effective Date**”), by and between the Housing Authority of Maricopa County, a political subdivision of the State of Arizona located at 8910 North 78th Avenue, Peoria, Arizona 85345 (hereinafter “**Tenant**”), and City of Surprise, Arizona, a municipal corporation of the State of Arizona, located at 16000 N. Civic Center Plaza, Surprise, Arizona 85374-7470 (hereinafter “**Landlord**”).

WHEREAS, Landlord and Tenant have executed that certain Ground Lease dated as of the Effective Date (the “**Ground Lease**”) for the property more particularly described on ***Exhibit A*** attached hereto (the “**Premises**”).

WHEREAS, the Landlord and Tenant wish to record this Memorandum in order to give constructive notice of the Ground Lease and of Landlord's and Tenant's interests and rights under the Ground Lease.

Exhibit B to Ground Lease

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. All capitalized terms used in this Memorandum but not otherwise defined have the meaning given to them in the Ground Lease.

2. The Rental Period of the Lease commenced on the Effective Date and shall expire the day preceding the seventy-fifth (75th) anniversary of the Effective Date, unless the Ground Lease is extended or sooner terminated. Tenant has the option to extend the Rental Period for two (2) additional ten (10) year periods as set forth in the Lease.

3. Pursuant to Section 31.4 of the Ground Lease, the Ground Lease is subordinated to the Use Agreement in favor of HUD (each as defined in the Ground Lease). Such subordination is enforceable by HUD.

4. The lease of the Premises by Landlord to Tenant shall be subject to all of the terms, covenants, and conditions set forth in the Ground Lease, all of which are incorporated by reference in this Memorandum as though fully set forth herein. In the event of any conflict between the terms, covenants, and conditions of this Memorandum and the terms, covenants, and conditions of the Ground Lease, the terms, covenants, and conditions of the Ground Lease shall control. Unless otherwise provided herein, capitalized words and terms in this Memorandum shall have the same meaning ascribed to such words and terms as in the Ground Lease.

5. This Memorandum may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 1 OF 2 TO MEMORANDUM OF GROUND LEASE]

“Tenant”

Housing Authority of Maricopa County, a political
subdivision of the State of Arizona

By: _____
Gerald Minott, Executive Director

STATE OF ARIZONA)
) ss
County of Maricopa)

On this the _____ day of _____, 2023, before me, a Notary Public, personally appeared Gerald Minott, as Executive Director and authorized representative of the Housing Authority of Maricopa County, known to me or satisfactorily proven to be the person whose name is subscribed to this Memorandum of Lease and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

Notary Expiration Date

Signature of the Notary Public for the
Landlord

[STAMP/SEAL]

[SIGNATURE PAGE 2 OF 2 TO MEMORANDUM OF GROUND LEASE]

“Landlord”

CITY OF SURPRISE

By _____

Name _____

Its _____

STATE OF ARIZONA

)

) ss

County of Maricopa

)

On this the _____ day of _____, 2023, before me, a Notary Public, personally appeared _____, as _____ of City of Surprise, known to me or satisfactorily proven to be the person whose name is subscribed to this Memorandum of Lease and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

Notary Expiration Date

Signature of the Notary Public for the
Landlord

[STAMP/SEAL]

Exhibit B to Ground Lease

EXHIBIT A to Memorandum of Ground Lease

Legal Description of the Premises

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

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THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER NORTH 00° 04'39" WEST 1102.89 FEET;

THENCE DEPARTING SAID LINE NORTH 89° 55'21" EAST 30.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°04'39" WEST 194.36 FEET;

THENCE SOUTH 89°36'14" EAST 140.00 FEET;

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APN: 501-80-034A & APN: 501-80-034C

Exhibit B to Ground Lease

Exhibit C

Sublease Lienholders/Lenders and Legal Counsel (as of the Effective Date)

Wells Fargo Bank, National Association
550 S. Tryon Street
23rd Floor, D1086-239
Charlotte, North Carolina 28202-4200
Attn: Director of Tax Credit Asset Management

With copies to:
Cannon Heyman & Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, New York 14210
Attn: Constance C. Giessert, Esq.

Lender:

Wells Fargo Bank, National Association
401 B Street, 11th Floor
MAC E2901-110
San Diego, California 92101
Attn: Christian Von Merkatz

With copies to:
KMO Partners, LLP
3777 Long Beach Boulevard
Suite 280
Long Beach, CA 90807
Attn: John Opgenorth, Esq.
Attn: Ken Krug, Esq.

List continues on following page.

Lender:

GEM Housing Solutions
Attn: Housing Authority of Maricopa County
Attn: Executive Director
8910 North 78th Avenue
Peoria, Arizona 85345

With copies to:

Harvey Law, PLLC
Attn: Travys Harvey, Esq.
7702 East Doubletree Ranch Road, Suite 300
Scottsdale, Arizona 85258

Lender:

Housing Authority of Maricopa County
Attn: Executive Director
8910 North 78th Avenue
Peoria, Arizona 85345

With copies to:

Harvey Law, PLLC
Attn: Travys Harvey, Esq.
7702 East Doubletree Ranch Road, Suite 300
Scottsdale, Arizona 85258

EXHIBIT D

HUD LEASE ADDENDUM

LEASE ADDENDUM SECTION 202 (Lessor-Lessee)

Notwithstanding any other provisions of this lease, if and so long as this leasehold is subject to a Section 202 Mortgage held by the Secretary of Housing and Urban Development (HUD), or given to the Secretary of HUD in connection with a resale, or the demised premises are acquired and held by him because of a default under said mortgage:

(1) The Lessee is authorized to obtain a Section 202 Capital Advance from the Secretary of HUD, secured by a mortgage on this leasehold estate. Lessee is further authorized to execute a mortgage on the leasehold and otherwise to comply with the requirements of HUD for obtaining a mortgage.

(2) The Secretary of HUD, or his successors in office, shall have the option in the event that he or his successor in office shall acquire title to the leasehold estate, to purchase good and marketable fee title to the demised premises, free of all liens and encumbrances except such as may be waived or accepted by him or his successor in office within twelve (12) months after so acquiring the leasehold estate, for the sum of \$_____ payable in cash or by certified or U.S. Treasury check, provided all rents are paid to date of transfer of title, upon first giving sixty (60) days written notice to the Lessor or other person or corporation who may then be the owner of fee, and the owner of the fee shall thereupon execute and deliver to the Secretary, or his successor in office, a deed of conveyance to the demised premises, containing a covenant against the grantor's acts, but excepting therefrom such acts of the Lessee and those claiming by through or under the holder of the leasehold estate. Nothing in this option shall require the Lessor to pay any taxes or assessments which were due and payable by the Lessee.

(3) If approved by the Secretary of HUD, Lessee may assign, transfer or sell its interest in the demised premises.

(4) (a) Insurance policies shall be in an amount, and by such companies, and in such form, and against such risks and hazards, as shall be required by the mortgagee and/or the Secretary of HUD.

(b) The Lessor shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Lessee to HUD. The Lessor may at its own expense, however, take out separate

insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the lessee.

(5) (a) If all or any part of the demised premises shall be taken by condemnation, that portion of any award attributable to the improvements, or damage to the improvements, shall be paid to the mortgagee or otherwise disposed of as may be provided in the mortgage. Any portion of the award attributable solely to the taking of the land shall be paid to the Lessor. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to the Lessor bears to the total value of the land as established by the amount the Secretary of HUD would be required to pay upon acquisition of the fee.

(b) In the event of a negotiated sale of all of any portion of the demised premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Secretary of HUD shall be required as to the amount and division of the payment to be received.

(6) The Lessor agrees that, within ten (10) days after receipt of written request from the Lessee, it will join in any authorizations required by any governmental or other body claiming jurisdiction in connection with any work which the Lessee may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonable necessary in the operating of the demised premises or of any improvements that may be erected thereon, and if at the expiration of such ten (10) day's period, the Lessor shall not have joined in any such application, or grants for easements, the Lessee shall have the right to execute such application and grants in the name of the Lessor, and, for that purpose, the Lessor hereby irrevocably appoints the Lessee as its Attorney-in-fact to execute such papers on behalf of the Lessor.

(7) Nothing in the lease contained shall require the Lessee to pay any franchise, estate, inheritance, succession, capital levy or transfer tax, or any other tax, assessment, change or levy upon the rent payable by the Lessee under this lease.

(8) Upon any default under this lease which authorized the cancellation thereof by the Lessor, Lessor shall give notice to the Secretary of HUD, and the Secretary of HUD, his successors and assigns, shall have the right and time within six (6) months from the date of such notice to correct the default and reinstate the lease unless Lessor has first terminated the lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the Secretary of HUD, the Lessor may elect to terminate the lease and acquire possession of the demised premises. Upon acquiring possession of the demised premises,

Lessor shall notify the Secretary. The Secretary shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the demised premises. Such new lease shall have a term equal to the unexpired portion of the term of this lease and shall be on the same terms and conditions as contained in this lease, except that the Secretary's liability for ground rent shall not extend beyond his occupancy under such lease. The Lessor shall tender such new lease to the Secretary within thirty (30) days after a request for such lease and shall deliver possession of the demised premises immediately upon execution of the new lease. Upon executing a new lease, the Secretary shall pay to Lessor any unpaid ground rentals due or that would have become due under this lease to the date of execution of the new lease, including any taxes which were liens on demised premises and which were paid by Lessor, less any net rentals or other income which the Lessor may have received on account of this property since the date of default under the lease.

(9) All notices, demands and requests which are required to be given by the Lessor, the Lessee or the Secretary shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to:

U.S. Department of Housing and Urban Development
Ms. Shannon Bergman
Director of Asset Management
1 Sansome Street, Suite 1200
San Francisco, CA 94104
Shannon.M.Bergman@hud.gov

unless a request for a change in this address has been sent the party giving the notice by registered or certified mail prior to the time when such notice is given.

(10) This lease shall not be modified without the consent of the Secretary of HUD.

The remainder of this page is blank.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 5, 2023
Submitting Department: Human Svcs and Comm
Vitality
Staff Recommendations:

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: District 4

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

Consideration and action pertaining to approval of a Subaward/Funding Agreement between the City of Surprise and the Housing Authority of Maricopa County (HAMC) in support of the Heritage at Surprise Affordable Senior Housing Development; Resolution #2023-179.

Motion:

I move to approve Resolution #2023-179.

Background:

The City and Housing Authority of Maricopa County (HAMC) desire to enter into a Subaward/Funding Agreement for the purpose of utilizing City of Surprise allotted American Rescue Plan Act ("ARPA") funds to be used by HAMC to defray costs necessary to construct a joint access driveway serving HAMC's affordable senior living facility as well as the City's Multi-Generational Center. The joint access driveway will be constructed by HAMC and GEM Housing Solutions as part of its affordable senior housing project pursuant to a Ground Lease between the City and HAMC.

Objective Analysis:

Approval of this item allows the City to utilize American Rescue Plan Act (ARPA) funding in support of the affordable senior housing project.

Policy Compliant:

This item is compliant with City and Council policy.

Financial Impact:

The City will reimburse up to \$238,889 in American Rescue Plan Act (ARPA) funding.

Budget Impact:

American Rescue Plan Act (ARPA) funding will be used in the amount of \$238,889. The Fiscal Year 2024 adopted capital budget includes appropriation for this in the Multi-Gen Community Resource Center project. Expenditures will be eligible for reimbursement through a federal grant.

FTE Impact:

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

ATTACHMENTS:

1. Resolution 2023-179
 2. Subaward Funding Agreement.FINAL.11.21.23
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RESOLUTION # 2023-179

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A SUBAWARD/FUNDING AGREEMENT WITH THE HOUSING AUTHORITY OF MARICOPA COUNTY IN SUPPORT OF AFFORDABLE SENIOR HOUSING IN THE CITY OF SURPRISE.

WHEREAS, the City of Surprise (“City”) has the authority to enter into a Subaward/Funding agreement with other public agencies such as the Housing Authority of Maricopa County (“HAMC”) for the purposes set forth within. The City and HAMC may be individually referred to as Party, or collectively as Parties;

WHEREAS, the City recognizes the importance of housing that is affordable to seniors of all income levels and that HAMC provides such affordable senior housing to people in Maricopa County, including the City of Surprise;

WHEREAS, the City owns vacant real property located in the City’s Original Town Site, Heritage District;

WHEREAS, the City intends to construct a Multi-Generational Center on real property owned by the City, and intends to lease a portion of its property to HAMC for the construction of an affordable senior living community on property located adjacent to the City’s future Multi-Generational Center;

WHEREAS, the City and HAMC desire to enter into a Subaward/Funding Agreement for the purpose of providing a portion of the City’s allotted America Rescue Plan Act (“ARPA”) funds to be used by HAMC to defray a portion of the costs necessary to construct a joint access driveway serving HAMC’s affordable senior living facility as well as the City’s Multi-Generational Center. The joint access driveway will be constructed by HAMC and GEM Housing Solutions as part of its affordable senior housing project pursuant to a Ground Lease between the City and HAMC;

WHEREAS, the City agrees to allocate to HAMC via reimbursement not more than \$238,889 in ARPA funding to HAMC conditioned upon full and strict compliance by HAMC with the terms of the Subaward Agreement, which is attached hereto as Exhibit A.;

WHEREAS, the parties desire to enter into the attached Subaward Agreement for the purpose stated herein.

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

Section 1. The Subaward Agreement between the City of Surprise and the Housing Authority of Maricopa County, attached as Exhibit A, is approved.

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

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

SUBAWARD AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE HOUSING AUTHORITY OF
MARICOPA COUNTY

SUBAWARD AGREEMENT

(GEM 202 Project)

Heritage Senior Apartments

THIS SUBAWARD AGREEMENT (this “Agreement”), dated as of ____ 2023, is made and entered into by and between Housing Authority of Maricopa County, a political subdivision of the State of Arizona, located at 8910 North 78th Avenue, Peoria, Arizona 85345 (hereinafter “HAMC”) and City of Surprise, Arizona, a municipal subdivision of the State of Arizona (“City”).

R E C I T A L S

A. Except as otherwise specified herein, capitalized terms used herein, including the following recitals, shall have the meanings set forth in Section 2 of this Agreement.

B. In 2023, City and HAMC entered into an Intergovernmental Agreement (“IGA”), setting forth the rights, duties and obligations of the Parties in providing affordable housing to low-income elderly persons.

C. The City, as “Landlord”, and the Housing Authority of Maricopa County (“HAMC”), as “Tenant”, entered a Ground Lease (the “Lease”) for that certain real property located in Surprise, Arizona, more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Land”).

D. GEM Housing Solutions (“GEM”), an Arizona nonprofit corporation, was created by HAMC’s Board of Commissioners, in part, to assist HAMC and other entities fulfill the needs of housing in Maricopa County and the cities therein. GEM applied for and received an award from the U.S. Department of Housing and Urban Development (“HUD”). Specifically, GEM received funding from the fiscal year 2020 Section 202 Supportive Housing for the Elderly Program (“HUD 202 Funding”) to be used in conjunction with providing affordable housing to the elderly.

E. The City understands that GEM formed an affiliated entity, GEM Heritage, an Arizona limited liability company, and that GEM will be providing to GEM Heritage the funds from the HUD 202 Funding for the purpose of developing, constructing, and operating on the Land a 99 unit, age-restricted, affordable housing project consistent with the HUD 202 Funding the (“202 Project”), and that GEM Heritage will be primarily responsible for the construction of the 202 Project. HAMC, GEM, and all affiliated entities including GEM Heritage, are all collectively controlled by HAMC, and have been created to serve the public purposes for which HAMC exists. For purposes of this Agreement, HAMC, GEM, and GEM Heritage may be used interchangeably throughout, but the parties to this Agreement are the City and HAMC per the terms of the IGA.

F. On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law, which established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program to support local governments in responding to the economic and public health impacts

of COVID-19.

G. On January 6, 2022, the U.S. Department of Treasury (the “Treasury”) adopted the final rule under 31 C.F.R. part 35, Subpart A (the “Final Rule”) implementing and establishing eligible uses for the funds allocated under the SLFRF program, the “SLFRF Funds”.

H. The City has been designated by the Treasury as a recipient for the receipt and use of Coronavirus State and Local Fiscal Recovery Funds as provided by Section 603(b) of the Social Security Act (the “Act”) as added by Section 9901 of the American Rescue Plan Act., Pub. L. No. 117-2 (March 11, 2021) which authorizes the Department of the Treasury to make payments to certain recipients from the SLFRF.

I. In or about 2022, the City partnered with Maricopa County to receive grant funds to assist in the City’s construction of a multi-generational community resource center (“Multi-Gen Center”), which will be located adjacent to the 202 Project, and may share one or more common points of ingress and egress.

J. The City intends to distribute and allocate a portion of its SLFRF funds, in the amount of Two Hundred and Thirty-Eight Thousand, Eight Hundred and Eighty-Nine Dollars (\$238,889.00), to HAMC to cover the cost of the items described as the Scope of Work in Section 4 of this Agreement, namely, utility installation and/or utility relocation, as well as construction of driveway and access improvements (“Improvements”).

K. The City and HAMC find that SLFRF funds distributed in accordance with this Agreement meet the eligible uses outlined in the Treasury’s Final Rule, and additional federal guidance.

L. HAMC and the City enter this Agreement to set forth the terms and conditions of disbursement and use of the SLFRF Funds.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS. The above recitals are true and correct and are incorporated into and made a part hereof.

2. DEFINITIONS. As used in this Agreement the terms listed below shall have the following meanings unless otherwise required by the context:

Completion Date for Improvements: March 1, 2025

Events of Default: As defined in Section 10 of this Agreement.

Final Plans: The plans and specifications for the construction of the Improvements reviewed on behalf of the City prior to the disbursement of the SLFRF Funds and all amendments and modifications thereto.

Fund Documents: This Agreement and all other documents evidencing the disbursement of SLFRF Funds.

Improvements: Onsite and offsite utility installation, extension, and relocation, and construction of a shared access driveway and related improvements set forth in the Scope of Work, see Exhibit C, including Earthwork, Grading, Drainage, Paving, Concrete Curb, Gutter, Sidewalks, Sewer Line Extension, Fire Line Extension, and applicable soft costs for the Improvements.

Investor Member: Wells Fargo Bank, National Association, a national banking association, its successors, assigns, or an affiliate thereof.

Senior Mortgage: the construction loan from Wells Fargo Bank, NA (“First Mortgagee”), in the amount of \$23,812,891.00 (“First Mortgage Loan”) and the _____ (ADOH Loan) (“Second Mortgagee”) in the amount of \$_____ (“Second Mortgage Loan”)(collectively also referred to as the Senior Loans or First Mortgages herein).

Senior Mortgagee: the First Mortgagee and Second Mortgagee.

Senior Mortgage Loan: the First Mortgage Loan and the Second Mortgage Loan.

Senior Mortgage Loan Documents: As defined in Section 7 of this Agreement.

3. SLFRF FUNDS AND ALLOWABLE PROJECT COSTS. It is expressly agreed and understood that the total amount paid by the City under this Agreement shall not exceed Two Hundred and Thirty-Eight Thousand, Eight Hundred and Eighty-Nine Dollars (\$238,889.00). Although construction of the Improvements must be completed not later than March 1, 2025, the City recognizes that HAMC may apply available SLFRF funds to cover eligible costs for Improvements incurred through December 31, 2024, and HAMC acknowledges that SLFRF funds are federal funds received by the City and made available to HAMC for the sole purpose of contributing toward eligible costs to complete the Improvements as defined in Section 4 of this Agreement. The costs must be reasonable and allocable as outlined in 2 C.F.R. 200.404 and 2 C.F.R. 200.405. HAMC shall ensure that all SLFRF funds are used in compliance with the Final Rule and in accordance with this Agreement and Exhibits “B” and “C” attached to this Agreement and incorporated herein by reference.

4. CONSTRUCTION OF IMPROVEMENTS.

(a) Commencement and Completion. HAMC shall cause construction of the Improvements to be prosecuted with reasonable diligence so that the Improvements are completed substantially in accordance with the Final Plans on or before the Completion Date of March 1, 2025, free and clear of all liens or claims for materials, labor, services, or other items furnished in

the construction of the Improvements, and in full compliance with all building, zoning and other applicable local, state and federal ordinances and regulations.

(b) Scope of Work. The area and depiction of the Scope of Work is detailed on Exhibit "C" attached to this Agreement and incorporated herein by reference. Allowable costs are limited to those shown in Exhibit C, including, and expressly limited to, those costs incurred in the construction of the City's portion of the joint access drive to the site and associated utility extensions.

(c) Right of City to Inspect. The City and any other agent or representative of the City shall have the right to inspect the construction of the Improvements at any time. This provision shall not impose on the City any obligation to inspect or to correct any defects discovered or to notify any person with respect thereto.

5. CONDITIONS TO THE EXECUTION OF THIS AGREEMENT BY CITY.
The conditions listed below are conditions precedent to City's execution hereof and shall be complied with in form and substance satisfactory to City and its counsel prior to City's execution hereof:

(a) Reserved.

(b) Insurance. HAMC shall deliver evidence satisfactory to the City of the existence of one or more insurance policies covering public liability, builder's risk, permanent hazard/all risks, and flood (if applicable). HAMC agrees that it shall immediately notify the City upon receiving notice of cancellation, modification or non-renewal of its insurance policy. The City shall be named as an additional insured on all policies and shall be granted an Endorsement in favor of the City.

(c) Reserved.

(d) Conversion of Overhead Power. The overhead power lines along Santa Fe and the reenergization of the APS power box located at station # (APS P877768) shall be complete not later than March 1, 2024. In the event said power is not relocated and said box is not reenergized by March 1, 2024, whether through the fault of HAMC or others, the City may proceed with construction and any necessary utility relocation related to the City's Multi-Gen project regardless of impact or delay to HAMC's project. HAMC understands and acknowledges the interconnectivity between the completion of construction of the APS Primary Power Overhead Conversion work along Santa Fe Drive, as reflected in APS Design Project #WA 730590, and the City of Surprise's ability to begin construction of its Multi-Gen Center. Accordingly, HAMC agrees to complete all APS Conversion work associated with APS Project #WA730590 in the Santa Fe Right-of-Way, sufficient to allow the City to begin its work along Santa Fe (City of Surprise / APS Project #WA727192), not later than March 1, 2024. In the event of any delay in the completion of this critical infrastructure work which threatens to delay the start of the City's critical infrastructure work, HAMC agrees to provide, at no additional cost to the City, any and all temporary provisions required to allow the Multi-Gen Center's APS Conversion work along Santa

Fe to begin as scheduled, including but not limited to: Temporary Power provisions, temporary data/low voltage provisions, and/or accelerated work schedules to facility timely completion.

6. SLFRF FUNDS DISBURSEMENT. The City will make available Two Hundred and Thirty-Eight Thousand, Eight Hundred and Eighty-Nine Dollars (\$238,889.00) to HAMC from the City's SLFRF funds for incurred costs related to the Improvements, and HAMC shall ensure that all SLFRF funds are used in compliance with the Final Rule and in accordance with the terms and conditions below:

(a) HAMC shall submit to the City a request for disbursement of the SLFRF Funds for eligible costs for the Improvements when such costs have been incurred and are due and payable to contractors. Each such funding request shall be deemed a "complete request" if it contains the following:

- i. Request for funding of eligible costs for the Improvements under the SLFRF program,
- ii. Invoices for the City's share of eligible costs of Improvements,
- iii. Certificate of the authorized HAMC representative stating that such costs are eligible under and in compliance with the Final Rule, reasonable, accurate, and adhere to all applicable cost principles and audit requirements in accordance with the standard specified in 2 C.F.R. Part 200 as adopted and supplemented by the U.S. Department of Treasury and the current edition of the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, and
- iv. Any other documentation related to eligible costs under the SLFRF program requested from the City for the requested funding.

(b) The City shall approve and pay funding requests to HAMC within thirty (30) days of receipt of a complete request. Errors or insufficient documentation may result in payment delays. HAMC is responsible for submitting a complete and accurate funding request.

7. SPECIAL PROVISIONS APPLICABLE UNDER THE SLFRF PROGRAM. If applicable given the Scope of the Work, HAMC expressly agrees to the following terms and conditions:

(a) Term. That under this Agreement, the terms of the Lease Agreement between the City of Surprise and HAMC, the terms of any applicable Sublease between HAMC and its partners and/or affiliated entities, and the Declaration of Restrictions recorded against the Property, GEM Heritage shall manage and operate Heritage Senior Apartments as an affordable housing development for residents sixty-two (62) years of age and older, and those seniors whose annual incomes qualify for the Section 202 Program, as may be amended from time to time, as determined by HUD.

(b) Compliance with the SLFRF Program and the Rule. Use of the SLFRF Funds shall be subject to all terms and conditions of the SLFRF Program, as may be amended from time to

time, including but not limited to, Section 603(c) of the Act and Treasury's Regulations implementing that section and guidance. Without limitation, and notwithstanding anything to the contrary herein, the SLFRF Funds shall only be used for costs related to the affordable housing eligible use requirements as set forth at Section 603(c)(1)(A) of the Act and 31 CFR Part 35. If HAMC and/or its partners and/or affiliates fails to comply with the terms of SLFRF Program and rules promulgated thereunder, it shall be required to repay to the City an amount equal to the amount of SLFRF funds used in violation of such SLFRF Program and rules, and any penalties, fees, and costs assessed by any entity with the authority to assess such penalties, fees, and costs.

(c) No Discrimination. HAMC shall not discriminate on the basis of race, religion, color, sex, familial status, national origin or disability in the lease, use or occupancy of the Heritage Senior Apartments. Age discrimination and discrimination against minor dependents, except when units are specifically being held for the Elderly, is also not permitted.

(d) Uniform Administrative Requirements. HAMC shall comply with the applicable portions of the Uniform Administrative Requirements, Cost Principles and audit requirements found in 2 CFR 200. HAMC shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through litigation or otherwise.

(e) Relocation of Tenants. HAMC shall comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. s. 4601-4655) and implementing regulations, as applicable.

(f) Lead-Based Paint. HAMC shall comply with the requirements of 24 C.F.R. Part 35.

(g) Conflict of Interest. In accordance with 2 C.F.R. 318, the HAMC hereby certifies that no person who is an employee, agent, consultant, officer or elected or appointed official of the City and (i) who exercises or has exercised any functions or responsibilities with respect to a SLFRF-Assisted activity or (ii) who is in a position to participate in the decision-making process or gain inside information with regard to a SLFRF-Assisted activity, may obtain a personal or financial interest or benefit from a SLFRF-Assisted activity, or have an interest in any contract, subcontract or agreement (or the proceeds thereof) with regard to a SLFRF activity either for themselves or those whom they have family or business ties, during their tenure and for one year thereafter.

(h) Debarment and Suspension. HAMC hereby certifies that neither it nor any of its partners, members or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in receiving SLFRF Program funds.

(i) Flood Insurance. In accordance with the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128), SLFRF Program funds may not be used with respect to the acquisition, new

construction or rehabilitation of a development located in an area identified by the Federal Emergency Management Agency (“FEMA”) as having special flood hazards unless the community in which the development is located is participating in the national flood insurance program; therefore, HAMC certifies that the area of the Scope of Work is either not located in an area identified by FEMA as having special flood hazards or, if the area of the Scope of Work is located in an area identified by FEMA as having special flood hazards, that the community in which the Scope of Work is located is participating in the national flood insurance program.

(j) Citations. In the event that any of the citations listed herein are changed, modified, amended or corrected, HAMC agrees to comply with any and all applicable, similar statutes, rules or regulations of the SLFRF Program.

(k) Cooperation. HAMC shall cooperate fully, as and to the extent requested by the City, in connection with any audit or report required under the Act and the rules promulgated thereunder and with any other audit or reporting requirements under federal, state, or local law. Such cooperation shall include the retention and provision of records and information reasonably relevant to any such report or audit and making employees and agents available to provide additional information and explanation of any material provided under this Agreement.

(l) Subaward. This Agreement is a subaward, and the information required by 2 C.F.R. § 200.332, *Requirements for pass-through entities*, is included at Exhibit “D”.

(m) Reports. HAMC shall provide the City with annual reports and a close-out report. These reports shall include the current status and progress by HAMC in completing the Improvements and the expenditure of funds under this Agreement, in addition to any other information requested by the City.

(n) Required certifications. Each report must include a certification, signed by an official who is authorized to legally bind HAMC, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

(o) Restrictions on Lobbying. HAMC agrees to duly execute and abide by the terms set forth in the Certificate Regarding Lobbying, attached hereto as Exhibit “E” and incorporated herein.

8. WARRANTIES AND REPRESENTATIONS OF GEM HERITAGE. HAMC represents and warrants as of the date hereof, to its actual knowledge, as follows:

(a) Organization Status. HAMC is a political subdivision of the State of Arizona.

(b) Authority to Enter into Agreement. HAMC has full power and authority to enter into this Agreement.

(c) Conflicting Transactions of HAMC. The consummation of the transaction hereby contemplated and the performance of the obligations of HAMC under and by virtue of this Agreement will not result in any breach of, or constitute a default under, any lease, bank loan or credit agreement, or other instrument to which HAMC and/or any of its affiliates is a party or by which it may be bound or affected.

(d) Labor and Materials. All labor and materials contracted for in connection with the construction of the Improvements shall be used and employed solely on the Land in said construction and only in substantial accordance with the Final Plans.

(e) ADA Compliance. That to the best of its knowledge, and to the extent applicable, the Scope of Work complies and shall comply with the Americans With Disabilities Act of 1990, as implemented by 28 C.F.R. Part 35, as amended (the “ADA”); and to the extent any renovation or changes are required to be made to the Improvements, so as to have the Improvements comply with and meet all the requirements of the ADA, HAMC shall, at its expense, promptly and immediately undertake said renovations or changes.

9. ADDITIONAL COVENANTS OF GEM HERITAGE. HAMC covenants and agrees with the City as follows:

(a) Monitoring and Audit. HAMC agrees that City will, until the expiration of the federal retention periods as referenced in 2 C.F.R. 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy as well as computer generated data) of HAMC involving transactions related to this Agreement. HAMC must provide records within ten (10) business days or a mutually agreed upon timeline. If HAMC expends more than \$750,000 in Federal awards during its fiscal year, it shall submit to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F.

(b) Maintenance of Audit Records. HAMC shall maintain records, books, documents and other materials relevant to performance under this Agreement. These records shall be subject to inspection by the City or its designee, as well as any State or Federal agency. Records are to be retained for five (5) years following successful closeout of this Agreement. If it is determined during the course of an audit that HAMC was reimbursed for unallowable costs under this Agreement, it will reimburse the City for such payments upon request.

(c) Timing of Access and Review of Records; Confidentiality. The City shall have access to directly pertinent books, papers and records as detailed in 14(a) above, during normal business hours and after written notice to HAMC to determine the accuracy, correctness and reasonableness of the sum advanced hereunder. The City agrees to keep confidential all information reviewed, with the exception of such information that must be revealed to a federal or state agency.

(d) If one hundred percent (100%) of the SLFRF Funds have not been expended within

one hundred eighty (180) days prior to the SLFRF deadline pursuant to the Act, the funds shall be recaptured by the City. Funds may be used for costs incurred after the City issues a Notice to Proceed. Funds must be obligated by June 30, 2024, and disbursed by December 31, 2025.

10. DEFAULT. Upon the occurrence of any of the following events and subject to the expiration of any applicable cure periods (an “Event of Default”) all obligations on the part of the City shall, if the City elects, terminate, and the City may at its option exercise any of its remedies set forth herein. Upon the occurrence of any Event of Default under this Agreement, the City will accept a cure provided within the applicable cure period by any partner of HAMC, as applicable.

(a) Breach of Covenants, Warranties and Representations. If any warranty or representation made by HAMC under this Agreement shall be intentionally false or misleading in any material respect, or if HAMC shall intentionally fail to keep, observe or perform any of the terms, covenants, representations or warranties contained herein (provided, that with respect to Events of Default, the City shall give written notice, as provided in Paragraph 12(i) and HAMC shall have sixty (60) days to cure which time may be reasonably extended by the City, provided only if the default cannot be reasonably cured within sixty (60) business days, but that HAMC has made substantial progress in curing the default as determined in the sole discretion of the City. In such event, the City may grant HAMC such additional period of time as is reasonable to cure such nonperformance; or

(b) Failure to Comply with SLFRF. In the event that the Improvements are not in compliance with SLFRF Program regulations by the Completion Date of March 1, 2025, the City may proceed as set forth in Sec. 5(d) above, or alternatively, may immediately terminate this Agreement and pursue any and all available remedies at law or in equity.

11. REMEDIES OF THE CITY. Upon the occurrence and during the continuance of an Event of Default, then the City may, at its option, upon written notice to GEM Heritage:

(a) Terminate this Agreement without penalty or liability.

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement.

No right, power or remedy of the City as provided in this Agreement is intended to be exclusive of any other right, power, or remedy of the City, but each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to the City now or hereafter existing at law or in equity and may be pursued separately, successively or concurrently at the sole discretion of the City. The failure of the City to exercise any such right, power or remedy shall in no event be construed as a waiver or release thereof.

12. GENERAL TERMS. The following shall be applicable throughout the period of this Agreement or thereafter as provided herein:

(a) Laws and Regulations. All terms and provisions of the following are incorporated into and made a part of this Agreement and shall apply to the SLFRF funds: The SLFRF Program

Regulations attached hereto as Exhibit “B”, (collectively, the “Laws and Regulations”); all terms not otherwise defined herein shall be as construed and defined in the Laws and Regulations. In the event of any conflict between this Agreement and the Laws and Regulations, the Laws and Regulations shall control.

(b) Rights of Third Parties. All conditions of the City hereunder are imposed solely and exclusively for the benefit of the City and its successors and assigns, and no other person shall be deemed to be a beneficiary of this Agreement. In particular, the City makes no representation and assumes no duties or obligations to third parties concerning the quality of the construction by GEM Heritage of the Improvements or the absence thereof of defects.

(c) Headings. The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.

(d) Invalid Provisions. If performance of any provision hereof or any transaction related hereto is limited by law, then the obligation to be performed shall be reduced accordingly; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in part, then the invalid part of said clause or provision shall be deemed as not contained herein, and the remainder of this Agreement shall remain in full force and effect.

(e) Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

(f) Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.

(g) Waiver. If either party waives any provisions of this Agreement, or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and such party shall thereafter have the right to insist upon the enforcement of such conditions or provisions. Furthermore, no provision of this Agreement shall be amended, waived, modified, discharged or terminated, except by instrument in writing signed by the parties hereto.

(h) Notices. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

The City: City of Surprise
16000 N. Civic Center Plaza

Surprise, Arizona 85374-7470

With a required copy to:

City of Surprise
Attn: City Attorney
16000 N. Civic Center Plaza
Surprise, Arizona 85374-7470

GEM Heritage:

GEM Heritage LLC
8910 North 78th Avenue
Peoria, Arizona 85345

With required copies to:

Harvey Law PLLC
Attn: Travys Harvey, Esq.
7702 East Doubletree Ranch Road, Suite 300
Scottsdale, Arizona 85258

Investor:

Wells Fargo Bank, National Association
550 S. Tyron Street
23rd Floor, D1086-239
Charlotte, NC 28202-4200
Attention: Director of Tax Credit Asset Management

Cannon Heyman & Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, NY 14210
Attention: Constance C. Giessert, Esq.

Lender:

Wells Fargo Bank, National Association
401 B Street, 11th Floor
MAC E2901-110
San Diego, California 92101
Attn: Christian Von Merkatz

With copies to:
Fisher Broyles
3777 Long Beach Boulevard
Suite 280
Long Beach, CA 90807
Attn: John Opgenorth, Esq.

Attn: Ken Krug, Esq.

Any party may change said address by giving the other parties hereto Notice of such change of address in accordance with the foregoing provisions.

(i) Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, legal representatives, successors and assigns.

(j) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

(k) Discretion of the City. Wherever pursuant to this Agreement (a) the City exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to the City, or (c) any other decision or determination is to be made by the City, the decision of the City to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by the City, shall be in the reasonable discretion of the City and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

(l) Cure Rights of Investor Member. Notwithstanding anything to the contrary contained herein, the City agrees that any cure of any default made or tendered by the Investor Member shall be deemed to be a cure by HAMC and shall be accepted or rejected on the same basis as if made or tendered by HAMC.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE TO
SUBAWARD AGREEMENT**

IN WITNESS WHEREOF, the City and HAMC have caused this Agreement to be executed on the date first set forth above.

CITY OF SURPRISE, ARIZONA, a municipal
subdivision of the State of Arizona

By: _____
Name: _____
Title: _____

**COUNTERPART SIGNATURE PAGE TO
SUBAWARD AGREEMENT**

Heritage Senior Apartments

IN WITNESS WHEREOF, the City and the HAMC have caused this Agreement to be executed on the date first set forth above.

H HOUSING AUTHORITY OF MARICOPA
COUNTY, a
a political subdivision of the State of Arizona, its

By: _____
Gerald Minott, Executive Director

EXHIBIT “A”

LEGAL DESCRIPTION

EXH A

EXHIBIT “B”

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

EXHIBIT “C”

AREA AND DEPICTION OF SCOPE OF WORK

EXH C

EXHIBIT “D”

2 C.F.R § 200.332, REQUIREMENTS FOR PASS-THROUGH ENTITIES

2 C.F.R § 200.332, *Requirements for pass-through entities*, states “[a]ll pass-through entities must: (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, includes the changes in subsequent subaward identification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:”

(i)	Subrecipient name (which must match the name associated with its unique entity identifier)	HAMC
(ii)	Subrecipient’s unique entity identifier	GXZJMNW81UG4
(iii)	Federal Award Identification Number (FAIN)	City of Surprise
(iv)	Federal Award Date of award to the recipient by the Federal agency	City of Surprise
(v)	Subaward Period of Performance Start and End date	Follow Dates in Exhibit B – 03/03/21 thru 12/31/2025
(vi)	Subaward Budget Period Start and End Date	Follow Dates in Exhibit B – 03/03/21 thru 12/31/2025
(vii)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$238,899.00 from Exhibit
(viii)	Total amount of the Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation	\$238,899.00 from Exhibit
(ix)	Total amount of the Federal Award committed to the subrecipient by the pass-through entity	\$238,899.00 from Exhibit
(x)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Completion of improvements to benefit City of Surprise Multigenerational Community Center and Senior Housing Project of Subrecipient.
(xi)	Name of the Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	US Treasury was awarding agency. Pass-through is City of Surprise.
(xii)	Assistance Listings number and Title; the pass-through entity must	\$238,899.00

EXH D

	identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement	
(xiii)	Identification of whether the award is Research and Development (R&D)	No.
(xiv)	Indirect cost rate for the Federal award (including if the de minimus rate is charged) per 2 CFR § 200.414	Not Applicable or \$0.00. No admin costs recognized as allowable.

EXH D

EXHIBIT “E”

CERTIFICATION REGARDING LOBBYING

EXH E



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 5, 2023
Submitting Department: Human Svcs and Comm
Vitality
Staff Recommendations:

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: District 4

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

Agenda Wording:

Consideration and action pertaining to approval of the form of the shared parking agreement between the City of Surprise and the Housing Authority of Maricopa County (HAMC) for affordable senior housing in Surprise; Resolution #2023-180.

Motion:

I move to approve Resolution #2023-180.

Background:

The City and the Housing Authority of Maricopa County (HAMC) entered into an Intergovernmental Agreement, Resolution 2023-36, and a Ground Lease, Resolution 2023-35, for affordable senior housing in Surprise for the purpose of developing a 99-unit affordable senior housing complex. The property is located adjacent to the Surprise Multigenerational Community Resource Center site. The close proximity of the projects requires a shared parking agreement between the parties.

Objective Analysis:

This agreement sets forth the residents, permittees and business invitees (“Residents”) of the senior housing complex shall be required to first park in the designated parking spaces on the leased property. In the event that Residents occupy all parking spaces designated, Residents may occupy up to 3 spaces of the Multigenerational Community Resource Center parking area.

Policy Compliant:

This agreement is compliant with City and Council policies.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. Parking Agreement.FINAL.11.20.23
 2. Resolution 2023-180 Parking Agreement.Final
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, Arizona 85374

PARKING AGREEMENT

This Parking Agreement ("Agreement") is entered into and is effective this ____ day of _____, 2023 (the "Effective Date"), by and between the City of Surprise, an Arizona municipal corporation ("City"), and the Housing Authority of Maricopa County, an agency of Maricopa County, Arizona, a political subdivision of the State of Arizona ("HAMC"). City and HAMC may also be referred to individually as a "Party" or collectively as "Parties" to this Agreement.

RECITALS

WHEREAS, the Parties have entered into that certain "Intergovernmental Agreement Between Housing Authority of Maricopa County and the City of Surprise for Affordable Housing in Surprise, Arizona Known as 'Heritage Senior Apartments'" dated _____, 2023 (the "IGA") to facilitate the lease of certain City real property to HAMC and a sublease of the same property by HAMC to GEM Heritage LLC, an Arizona limited liability company ("Project Owner") for the purpose of developing affordable housing in the City of Surprise; and

WHEREAS, this Agreement is in furtherance of Paragraphs 13 and 14 of the IGA; and

WHEREAS, the Parties have entered into a Ground Lease dated _____, 2023 (the "Lease") for the real property located in Surprise, Arizona owned by the City which is legally described and depicted on Exhibit A attached hereto (the "Leased Parcel" or "Parcel 1"), pursuant to which the City leases the Leased Parcel to HAMC to facilitate the Project Owner's development of a 99-unit affordable housing project known as "Heritage Senior Apartments" ("Project"), which Lease is evidenced by

a Memorandum of Ground Lease recorded with the Office of the Maricopa County, Arizona Recorder as Doc. No. _____; and

WHEREAS, pursuant to a Ground Sublease dated _____, 2023 (the "Sublease") from HAMC to Project Owner, Project Owner subleases the Leased Parcel and is developing and will own the Project, which Sublease is evidenced by a Memorandum of Ground Sublease recorded with the Office of the Maricopa County, Arizona Recorder as Doc. No. _____; and

WHEREAS, the City is also the owner of certain real property located in Surprise, Arizona described and depicted on Exhibit B (the "City Property" or "Parcel 2"), which is currently intended to be the City of Surprise Multigenerational Community Resource Center (the "City Multigenerational Resource Center"); and

WHEREAS, this Agreement sets forth the Parties' respective rights to use parking spaces situated on Parcels 1 and 2.

WHEREAS, the Permittees of Parcel 1 shall be required to first park in the designated parking spaces on Parcel 1. In the event that Permittees occupy all parking spaces designated on Parcel 1, Permittees may occupy up to 3 spaces on Parcel 2.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value, and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided in the Recitals above, the following definitions shall apply to this Agreement.

- 11 Permittees. The word "Permittees" shall mean elderly residents of Parcel 1.
- 12 Parking Area. The term "Parking Area" shall mean the area on Parcels 1 and 2 that is depicted as parking as shown on Exhibit C.
- 13 Parking Space(s). The phrase "Parking Space" shall mean the vehicle parking spaces located in the Parking Area. "Parking Spaces" shall mean more than one Parking Space.

2. Easement Benefiting Leased Parcel; Use of Parking Area. City hereby grants to HAMC, for the benefit and use of Permittees only, a non-exclusive easement over, upon, across, and through the Parking Area for access to and for the exclusive use of the Parking Spaces within the Parking Area, as well as for pedestrian and vehicular ingress and egress to and from the Parking Spaces. Parking may only occur in striped Parking

Spaces within the Parking Area. Further, the Parties agree that the Parking Spaces shall, always, be subject to use by Project Owner, its tenants and their guests and invitees.

3. Nature of Easements and Rights Granted.

3.1 Nature and Effect of Easements. All of the easements, covenants, restrictions and provisions contained in this Agreement:

3.1.1 Create equitable servitudes upon the Parcel 2 in favor of HAMC.

3.1.2 Constitute covenants running with the Parcel 2 for so long as this Agreement is in effect; and

3.1.3 Bind every person or entity having any fee, leasehold or other interest in any portion of the Parcel 2 at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

3.2 Transfer of Title. The acceptance of any transfer or conveyance of title from either Party of all or any part of its interest in its property shall be deemed, without any further action by the grantor or the grantee, to:

3.2.1 require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

3.2.2 require the grantee to assume and agree to perform each and all of the obligations of the conveying Party under this Agreement with respect to all (or the applicable portion of) such property which will be conveyed to such grantee.

4. Maintenance, Insurance, and Taxes. The Parties shall continue to be responsible for and pay all costs associated with maintenance, insurance, and taxes, including, without limitation, real estate taxes and special assessments, applicable to their respective properties as set forth in the Lease, regardless of the easements and interests granted or created by this Agreement, unless otherwise altered by an amendment to the Lease executed between City and HAMC, or their respective successors in interest.

4.1 Parking Space Maintenance. The Parking Spaces on Parcel 2 shall be maintained by the City in a manner that remains reasonably free of defects and remains serviceable for the intended use of vehicle parking.

5. Liability Insurance. Each Party shall, at its sole cost and expense, obtain,

maintain, and keep in full force and effect, commercial general liability insurance with a combined single limit for bodily injury and property damage of at least \$2,000,000.00 for each claim, with an aggregate limit of no less than \$5,000,000.00, insuring against all liability of the Party and its authorized representatives arising out of and in connection with use of the Parking Spaces, or that of the Parties' respective Permittees. Each Party shall provide the other with certificates evidencing such insurance policies prior to entry onto the property for the purposes herein stated. Further, a Party shall not assign or delegate any of its rights hereunder or permit any contractor, subcontractor, or materialman to enter upon the other Party's Property for any purpose unless such person or entity is duly licensed, bonded, and insured to the extent hereinabove set forth. Each Party shall maintain evidence on file of said policies and shall provide such evidence to the other Party upon request.

6. Cross-Indemnification. Each Party shall defend, indemnify and hold the other and all of its employees or agents (but not any other Permittees) harmless from any and all claims, demands, or liability arising from alleged acts or omissions by that Party or its employees or agents (but not any other Permittees), or claimed negligent maintenance, construction, or dangerous condition of the Parking Area or the Parking Spaces.

7. Non-Disturbance. Each Party shall accommodate and not disturb the activities on, or adjacent to, the other Party's Property, as well as the activities of each Party's contractors, subcontractors, employees, agents, representatives, and any other invitees or licensees on the other Party's Property.

8. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt or by facsimile. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) two (2) business days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier (as evidenced by the written verification of receipt); or (d) on the date of confirmation if sent via facsimile. Notices shall be addressed as set forth below, but any addressee may change its address by written notice in accordance herewith.

If to HAMC: Housing Authority of Maricopa County
 ATTN: Executive Director
 8910 North 78th Avenue
 Peoria, Arizona 85345

With a copy to: Harvey Law PLLC
 ATTN: Travys Harvey, Esq.
 7702 E. Doubletree Ranch Road, Suite 300
 Scottsdale, Arizona 85258

With a copy to: GEM Heritage LLC
 c/o GEM Housing Solutions

8910 North 78th Avenue
Peoria, Arizona 85345
Attn: Chairman of the Board of Directors

If to City: City of Surprise ATTN:
City Manager
16000 N. Civic Center Plaza
Surprise, Arizona 85374

With a copy to: City of Surprise City Attorney's Office
ATTN: City Attorney
16000 N. Civic Center Plaza
Surprise, AZ 85374

9. Termination. Unless terminated by mutual agreement of the Parties this Agreement shall remain in effect during the duration of the Lease. If the Lease is terminated or expires, this Agreement shall terminate immediately and without notice. If the Lease is terminated upon purchase of the Leased Parcel by HAMC or its successor in interest, this Agreement shall remain in effect until terminated by the Parties upon mutual agreement in writing.

10. General Provisions.

10.1 Entire Agreement. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the Parties hereto and recorded.

10.2 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

10.3 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

10.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute a waiver of, any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

10.5 Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the Parties to this Agreement

and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

10.6 Recording. After execution, this Agreement shall be recorded in the Office of the County Recorder of Maricopa County, Arizona.

10.7 Attorneys' Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party shall bear their own attorneys' fees and other costs incurred in bringing or defending that action or proceeding. The exclusive remedies for enforcement of this Agreement shall be specific performance and/or injunction. No money damages may be sought or recovered against either Party.

10.8 No Merger. Except as set forth in Section 9, the Parties agree that the real estate doctrine of merger shall not be applied to extinguish the easements in favor of either Party at any time while this Agreement is in effect.

10.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

10.10 Cancellation for Conflict of Interest. This Agreement is subject to A.R.S. § 38-511.

10.11 Exculpation. City acknowledges that this Agreement imposes no contractual obligation upon Maricopa County; and that in the event of a default under this Agreement, of any kind whatsoever, City will look solely to HAMC or HAMC related parties to the transactions contemplated in this Agreement, the Lease and Sublease, for remedy or relief; and that neither Maricopa County nor any Supervisor, elected official, officer, agent, or employee of Maricopa County will be liable to City, or any successor in interest to City in any way. HAMC similarly acknowledges that this Agreement imposes no contractual obligation upon any individual member of the Surprise City Council or any appointed official or employee of the City; and that in the event of a default under this Agreement, of any kind whatsoever, HAMC will look solely to the City, as a municipal corporation, for remedy or relief; and that no elected official, officer, agent, or employee of the City will be liable to HAMC or any HAMC related party in any way.

Signatures appear on following pages

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City of Surprise, Arizona

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

This Parking Agreement was acknowledged before me this ____ day of _____, 2023, by _____, the Mayor of the City of Surprise, Arizona, as its authorized representative.

Notary Public
My commission expires: _____

Housing Authority of Maricopa County, Arizona

By: _____
Name: _____
Its: _____

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

 This Parking Agreement was acknowledged before me this ____ day of
_____, 2023, by _____, the
_____ of Housing Authority of Maricopa County,
Arizona, as its authorized representative.

Notary Public
My commission expires:

Exhibit A

Legal Description and Depiction
Parcel 1

PAGE 1

DESCRIPTION

HERITAGE SENIOR APARTMENTS

A parcel of land located in the Southeast Quarter of Section 2, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

COMMENCING at the South Quarter Corner of said Section, from which the Center Quarter Corner of said Section lies North 00°04'39" West 2660.02 feet;

Thence along the west line of said Southeast quarter North 00°04'39" West 1102.89 feet;

Thence departing said line North 89°55'21" East 30.00 feet to the POINT OF BEGINNING;

Thence North 00°04'39" West 194.36 feet;

Thence South 89°36'14" East 140.00 feet;

Thence North 00°04'39" West 100.00 feet;

Thence South 89°35'17" East 159.03 feet;

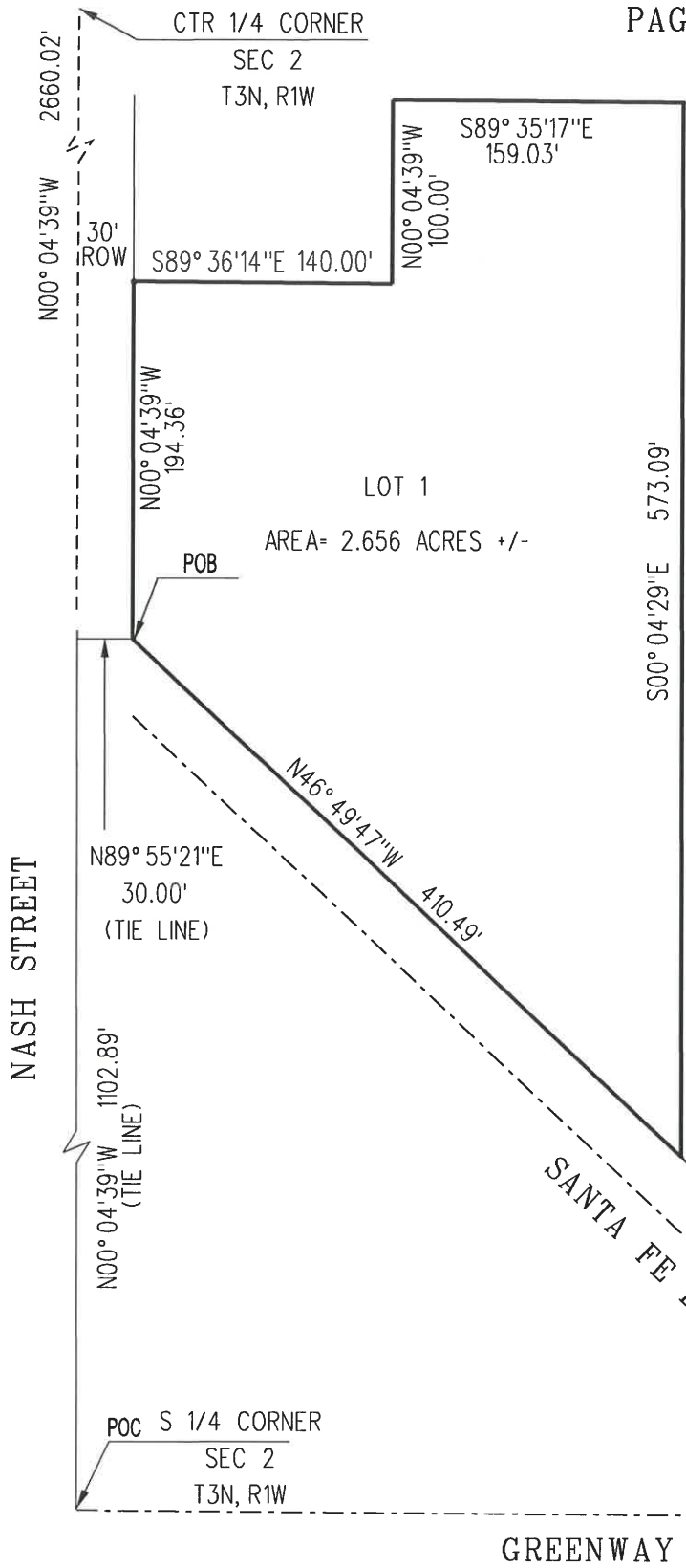
Thence South 00°04'29" East 573.09 feet to the northeasterly right-of-way line of Santa Fe Drive;_____

Thence along said right-of-way line North 46°49'47" West 410.49 feet to the POINT OF BEGINNING.

Containing 2.656 acres, more or less.

Attached is PAGE 2 and by this reference is made a part hereof.

End of description



SCALE: 1"=100'



LEGEND

POC POINT OF COMMENCEMENT

POB POINT OF BEGINNING



HERITAGE SENIOR APARTMENTS



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 23014

DRAWN BY RCD

DATE 06-05-23

SHEET 1 OF 1

Exhibit B

Legal Description and Depiction
Parcel 2

DESCRIPTION

HERITAGE SENIOR APARTMENTS DENSITY TRANSFER

A portion of the Southeast Quarter of Section 2, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona described as follows:

COMMENCING at the Southeast Corner of said Section 2 from which the East Quarter Corner of said Section lies North 00°03'18" West 2656.97 feet;

Thence along the east line of said Southeast Quarter North 00°03'18" West 1659.19 feet;

Thence departing said line North 89°33'58" West 1976.20 feet to a point on the west line of Hollyhock Street said point being on a non-tangent curve, concave westerly from which the radius point lies North 84°32'33" West 469.49 feet and the POINT OF BEGINNING;

Thence along said right-of-way line the following 7 courses;

Thence southerly along the arc of said curve through a central angle of 01°10'19" a distance of 9.60 feet;

Thence 06°37'47" West 131.02 feet to the beginning of a tangent curve, concave easterly, having a radius of 528.41 feet;

Thence southerly along the arc of said curve, through a central angle of 06°41'32" a distance of 61.72 feet;

South 00°03'46" East 628.11 feet to the beginning of a tangent curve, concave westerly, having a radius of 473.93 feet;

Thence southerly along the arc of said curve through a central angle of 12°15'33" a distance of 101.40 feet;

Thence South 12°11'48" West 65.28 feet to the beginning of a tangent curve, concave easterly, having a radius of 534.21 feet;

Thence southerly along the arc of said curve through a central angle of 10°23'07" a distance of 96.83 feet to a point on the northeasterly right-of way line of Santa Fe Drive;

Thence along said right-of-way line North 46°50'51" West 371.18 feet;

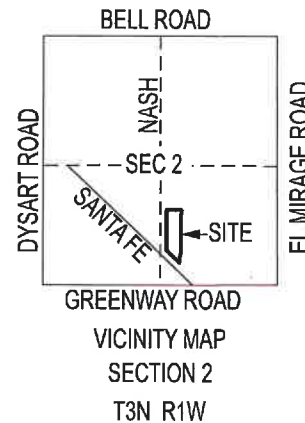
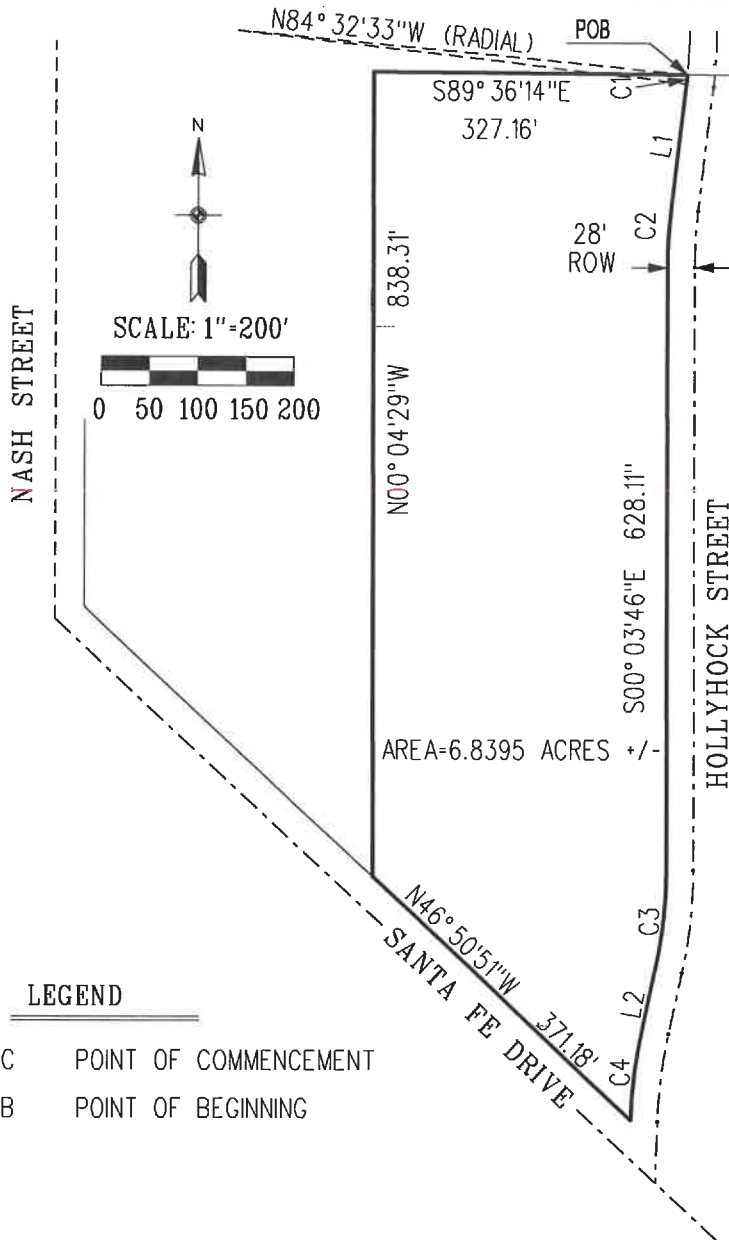
Thence North 00°04'29" West 838.31 feet;

Thence South 89°36'14" East 327.16 feet to the POINT OF BEGINNING.

Containing 6.8395 acres, more or less.

Attached is PAGE 2 and by this reference is made a part hereof.
End of description





CURVE TABLE

CURVE	△	RADIUS	LENGTH
C1	01° 10' 19"	469.49'	9.60'
C2	06° 41' 32"	528.41'	61.72'
C3	12° 15' 33"	473.93'	101.40'
C4	10° 23' 07"	534.21'	96.83'

LINE TABLE

LINE	BEARING	LENGTH
L1	S06° 37' 47" W	131.02'
L2	S12° 11' 48" W	65.28'

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

BASIS OF BEARINGS

Maricopa County Low Distortion Projection
Linear unit: International foot
Geodetic Datum: NAD 1983
Projection type: Lambert Conformal Conic (single parallel)
Latitude of origin: 33° 15' 00" N
Central meridian: 112° 15' 00" W
False northing: 1,500,000.000 ft
False easting: 2,500,000.000 ft
Standard parallel scale: 1.000045 (exact)



POC SE COR
SEC 2
T3N, R1W

RESIDENTIAL DENSITY TRANSFER
SEC 104-1.11



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 23014

DRAWN BY RCD

DATE 06-05-23

SHEET 1 OF 1

Exhibit C

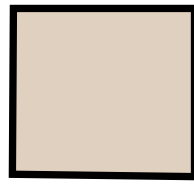
Parking Area

KEYNOTES

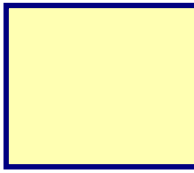
001	HEAD START PLAY AREA
002	LANDSCAPE AREA
003	RAISED PLANTER
004	TRASH DUMPSTER ENCLOSURE
005	FLAG POLES - TYP. OF (3)
006	ACCESS GATE AT SITE FENCE
007	SLIDING VEHICLE GATE
008	CONCRETE SIDEWALK - 4" MIN. THICKNESS OVER 4" ABC OVER COMPACTED FILL, TURN DOWN EDGES
010	BIKE POSTS (8) SPACES
011	ARTIFICIAL TURF OVER COMPACTED STONE DUST ON MIN. 3" COMPACTED CRUSHED STONE OVER COMPACTED SUBGRADE. INSTALL PER MANUF. REQUIREMENTS
012	9' -0" X 18' PARKING SPACE - TYP.
013	EXTERIOR SHADED GATHERING AREA - STABILIZED DECOMPOSED GRANITE SURFACE
015	3' TALL MASONRY WALL
016	6' TALL METAL PICKET FENCE OVER MASONRY SCREEN WALL BASE
017	LOADING ZONE
018	ELECTRICAL TRANSFORMER ON CONC. HOUSEKEEPING PAD
019	SEAT WALL
020	EMERGENCY GENERATOR IN SCREENED ENCLOSURE
021	GAS BBQ STATION
022	LANDSCAPED RETENTION BASIN
023	3' TALL MASONRY SCREEN WALL AT PARKING
024	ENTRY
025	COVERED STORAGE AREA (ADD ALT.)
026	BASKETBALL COURT (ADD ALT.)
027	AMPHITHEATER (ADD ALT.)
028	AFTER HOURS BARRIER GATE
029	PASSENGER LOADING ZONE
030	DELIVERY LANE
031	NORTH PARKING BASE BID WORK (CURB, ASPHALT PAVING, STRIPING)
032	NEW DRIVEWAY
033	MONUMENT SIGN
034	EXISTING TO REMAIN
035	SIDEWALK (ADD ALT.)
036	ACCESSIBLE ROUTE TO PUBLIC WAY
307	METAL SHADE CANOPY

CODES, STANDARDS AND GUIDELINES:

- Surprise Municipal Code (SMC)
- Engineering Development Standards
- 2018 International Fire Code and Surprise amendments
- Surprise Fire Department Access and Guideline Book
- National Fire Protection Association
- AASHTO



LANDSCAPE AREAS



SHARED PARKING AREAS

1 SD Site Plan
1" = 40'-0"

SD - GENERAL SITE SUMMARY:

PARKING REQUIREMENTS: COMMUNITY FACILITY - 1 SPACE PER 500 SF. GFA

FACILITY GFA = 35,800 SF. 35,800 / 500 = 72 SPACES REQUIRED

118 PARKING SPACES PROVIDED (BASE BID)
40 ADDITIONAL PARKING SPACES TO BE PROVIDED BY BID ALTERNATE(S)

ACCESSIBLE SPACES PROVIDED WITHIN BASE BID COUNT: (5) FIVE

OTHER PARKING REQUIREMENTS:

- A PARKING ISLAND WITH ONE FOOT (1') OF RIBBON CURBING SHALL PROVIDED FOR EVERY TEN (10) PARKING SPACES AND AT THE END OF EACH PARKING ROW
- NO PARKING WILL BE LOCATED IN SETBACKS OR REQUIRED LANDSCAPED AREAS.
- PARKING LANDSCAPE ISLANDS SHALL BE A MINIMUM WIDTH OF SIX FEET (6') AND LENGTH OF FIFTEEN FEET (15'), MEASURED FROM BACK OF CURB TO BACK OF CURB
- (8) BICYCLE PARKING SPACES TO BE PROVIDED (1 SPACE PER 20 PARKING SPACES).

SD LANDSCAPE NOTES:

- PLANT MATERIAL SHALL BE SELECTED FROM THE ADWR LOW WATER USE DROUGHT TOLERANT.
- A ROOT BARRIER SHALL BE REQUIRED FOR SPECIES WITH A KNOWN ROOT SYSTEM, WHEN TREES ARE PLANTED FIVE (5) FEET OR CLOSER TO THE SIDEWALK OR CURB.

SCHEMATIC DESIGN

RESOLUTION # 2023-180

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA ("CITY"), APPROVING A PARKING AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE HOUSING AUTHORITY OF MARICOPA COUNTY ("HAMC") FOR PARKING FOR AFFORDABLE SENIOR HOUSING IN SURPRISE.

WHEREAS, the City and HAMC propose to enter into the attached Parking Agreement (Exhibit A) pursuant to the approved Intergovernmental Agreement ("IGA"), Resolution #2023-36 and approved Ground Lease, Resolution #2023-35 for the purpose of developing a 99-unit affordable senior living apartment community on real property owned by the City;

WHEREAS, HAMC will need approximately 1 parking space for each rental unit constructed for affordable senior living located on the City's real property in the Surprise Heritage District, bounded by North Nash Street to the west, North Hollyhock Street to the east, West Santa Fe Drive to the South and Gaines Park to the North and is depicted on Exhibit A ("Parcel 1");

WHEREAS, the City also owns certain real property located adjacent to Parcel 1 as described on Exhibit B ("Parcel 2"), which is currently intended to be the City of Surprise Multigenerational Community Resource Center (the "City Multigenerational Resource Center");

WHEREAS, based on the design and proposed layout of the affordable senior living community, there will be approximately 96 available parking spaces on Parcel 1, and ample additional parking on the City's adjacent Parcel 2;

WHEREAS, pursuant to the Parking Agreement, the Permittees of Parcel 1 shall be required to first park in the designated parking spaces on Parcel 1. In the event that Permittees occupy all parking spaces designated on Parcel 1, Permittees may occupy up to 3 spaces on Parcel 2;

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

Section 1. The Parking Agreement between the City of Surprise and the Housing Authority of Maricopa County, attached as Exhibit A, is approved.

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

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

PARKING AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE HOUSING AUTHORITY OF
MARICOPA COUNTY



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 5, 2023
Submitting Department: Human Svcs and Comm
Vitality
Staff Recommendations:

Contact Person: Seth Dyson, DIRECTOR - HSCV
District: District 4

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

Consideration and action pertaining to approval of the Declaration of Restrictions for the real property being leased for an affordable senior housing project in Surprise; Resolution #2023-181.

Motion:

I move to approve Resolution #2023-181.

Background:

The City and the Housing Authority of Maricopa County (HAMC) entered into an Intergovernmental Agreement, Resolution 2023-36, and a Ground Lease, Resolution 2023-35, for affordable senior housing in Surprise for the purpose of developing a 99-unit affordable senior housing complex. The property is located adjacent to the Surprise Multigenerational Community Resource Center site.

Objective Analysis:

Approval of this item ensures that the property and project shall be used solely by not for profit, public municipal purposes that are directly related to the governance, operation, maintenance, or administration of the City of Surprise; or for Supportive Housing for the Elderly as defined by United States Department of Housing and Urban Development ("HUD") Section 202 Program.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. Declaration of Restrictions
 2. Resolution 2023-181
-

When recorded, return to:

City of Surprise
Real Estate Department
16000 N. Civic Center Plaza
Surprise, Arizona 85374

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (“Declaration”) is made as of _____, 2023 (the “Effective Date”) by the CITY OF SURPRISE, an Arizona municipal corporation, (“Declarant”), as present owner of, and to establish the nature of use and enjoyment of, the real property in Maricopa County, Arizona, which is more particularly described in Exhibit A attached hereto (the “Property”).

Declarant plans to enter into a Ground Lease with the Housing Authority of Maricopa County (“HAMC”) subject to approval by the City of Surprise City Council. Pursuant to the Ground Lease, HAMC subleases the Property to GEM Housing Solutions (“Project Owner”) pursuant to a Ground Sublease, and Project Owner will construct and operate an affordable housing project for older persons on the Property (the “Project”).

Declarant declares that the Property and the Project shall be subject to the following express covenants, stipulations, and restrictions, all of which are to be construed as restrictive covenants running with and burdening the title to the Property, binding upon all owners and owners’ heirs, successors, and assigns, and inuring to the benefit of Declarant:

1. The Property and Project shall be used solely as follows:
 - a. Not for profit, public municipal purposes that are directly related to the governance, operation, maintenance, or administration of the City of Surprise; or
 - b. Supportive Housing for the Elderly as defined by United States Department of Housing and Urban Development (“HUD”). For purposes of this Declaration, the term “Supportive Housing for the Elderly” shall mean housing for residents sixty-two (62) years of age and older, and those seniors whose annual incomes qualify for the Section 202 Program, as determined by HUD, and as may be amended from time to time.
2. The Property shall not be used for any of the following uses:
 - a. any use not within those described in Paragraph 1.

For so long as the Property or Project Owner’s interest in the Property and the Project is subject to the Low-Income Housing Tax Credit Land Use Restrictive Agreement (“LIHTC LURA”), and notwithstanding anything to the contrary in this Declaration, compliance by Project Owner with the occupancy restrictions of the LIHTC LURA and the

LIHTC Requirements applicable to operating the Project as a “qualified low-income housing project” (as defined in Section 42(g) of the Code), shall be deemed full compliance with the terms of this Declaration. For purposes of this paragraph, the following definitions apply: “Code” means Section 42 of the Internal Revenue Code of 1986, as amended and the applicable regulations of the U.S. Department of the Treasury, and relevant guidance of the IRS. “IRS” means the Internal Revenue Service. “LIHTC LURA” means that certain Declaration of Affirmative Land Use and Restrictive Covenants Agreement dated as of the Effective Date by and between Project Owner and the State of Arizona, Arizona Department of Housing. “LIHTC Requirements” means Section 42 of the Code, as amended, and any Treasury Regulations or other binding authority issued thereunder or relating thereto.

The covenants and restriction set forth in Paragraph 1 and Paragraph 2 hereof shall run with the land and shall bind all future owners or lessees accepting any deed or lease of any portion of the Property and their heirs, legal representatives, successors, and assigns, and shall inure to the benefit of the City of Surprise, and not be transferred from the City of Surprise by virtue of any conveyance of any portion or interest in the Property and, so long as the City of Surprise owns any interest in any real property within the municipal limits of the City of Surprise, only the City of Surprise may execute and record any amendment to this Declaration, provided that no amendment shall modify any of the use restrictions set forth herein unless the same is consented to in writing by HAMC and Project Owner, or their respective successors and assigns under the Ground Lease and Ground Sublease respectively. This Declaration may be enforced only by the City of Surprise and may only be amended or released by the City of Surprise by action of the City of Surprise City Council by a three-quarter (3/4) or “super majority” affirmative vote. A request for amendment or release of this Declaration may be submitted by the owner of any equitable and/or legal title or interest in any portion of the Property, and such amendment or release as to all or part of the Property may be granted or withheld, in whole or in part, upon such terms or conditions as determined by the City of Surprise in its sole discretion.

City shall provide written notice of any alleged default under this Declaration to HAMC, Project Owner, and any Investor Member (as defined in the Ground Lease) at the addresses below. If such breach remains uncured for a period of ninety (90) calendar days after notice thereof by City, then, unless HAMC, Project Owner or any Investor Member has commenced a cure and is diligently pursuing the same, in which case the cure period shall be extended for as long as is reasonably necessary to effect a cure, City may resort to any court having jurisdiction of the subject matter for specific performance of this Declaration or for an injunction against any violation of this Declaration.

HAMC:

Housing Authority of Maricopa County
Attention: Executive Director
8910 North 78th Avenue
Peoria, Arizona 85345

And

Maricopa County Attorney's Office
Attention: Bruce White, Esq.
222 North Central Avenue, Suite 1100
Phoenix, Arizona 85004

With required copies to:

Travys Harvey, Esq.
Harvey Law PLLC
7702 East Doubletree Ranch Road
Suite 300
Scottsdale, Arizona 85258

Project Owner:

With required copies to:

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has executed this Declaration effective as of the _____ day of _____, 2023.

DECLARANT:

City of Surprise, an Arizona municipal corporation

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ the _____ of City of Surprise, an Arizona municipal corporation, and he/she in such capacity being authorized so to do, executed the foregoing instrument for the purposes contained therein, on behalf of the City of Surprise.

NOTARY PUBLIC

My Commission Expires:

Exhibit A

PAGE 1

DESCRIPTION

HERITAGE SENIOR APARTMENTS

A parcel of land located in the Southeast Quarter of Section 2, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, City of Surprise, Maricopa County, Arizona, described as follows:

COMMENCING at the South Quarter Corner of said Section, from which the Center Quarter Corner of said Section lies North 00°04'39" West 2660.02 feet;

Thence along the west line of said Southeast quarter North 00°04'39" West 1102.89 feet;

Thence departing said line North 89°55'21" East 30.00 feet to the POINT OF BEGINNING;

Thence North 00°04'39" West 194.36 feet;

Thence South 89°36'14" East 140.00 feet;

Thence North 00°04'39" West 100.00 feet;

Thence South 89°35'17" East 159.03 feet;

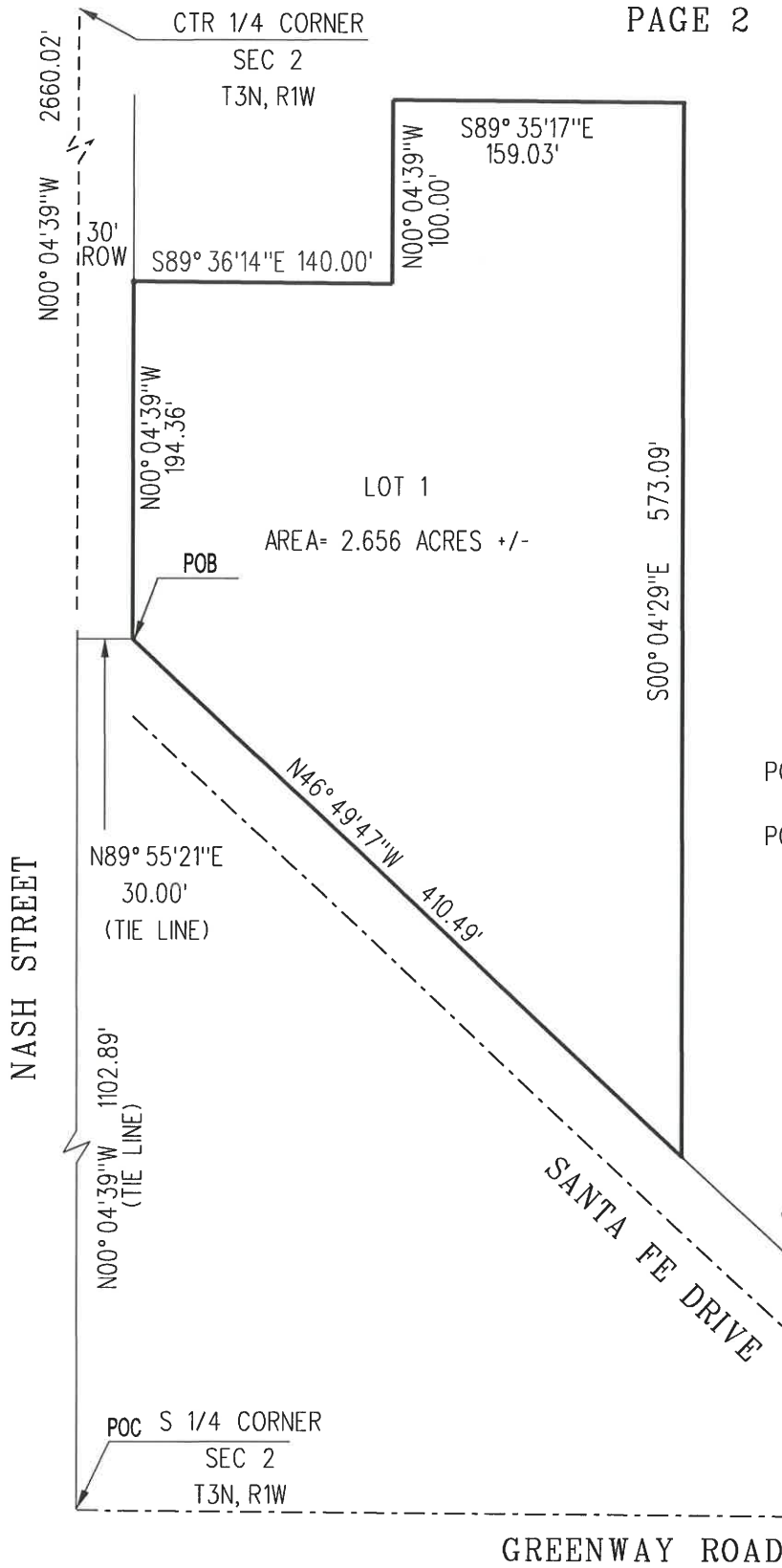
Thence South 00°04'29" East 573.09 feet to the northeasterly right-of-way line of Santa Fe Drive;_____

Thence along said right-of-way line North 46°49'47" West 410.49 feet to the POINT OF BEGINNING.

Containing 2.656 acres, more or less.

Attached is PAGE 2 and by this reference is made a part hereof.

End of description



SCALE: 1"=100'



LEGEND

POC POINT OF COMMENCEMENT

POB POINT OF BEGINNING



HOLLYHOCK STREET

HERITAGE SENIOR APARTMENTS



CITY OF SURPRISE
LAND SURVEY DEPARTMENT

PROJECT # 23014

DRAWN BY RCD

DATE 06-05-23

SHEET 1 OF 1

RESOLUTION # 2023-181

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A DECLARATION OF RESTRICTIONS FOR THE REAL PROPERTY BEING LEASED FOR AN AFFORDABLE SENIOR HOUSING PROJECT IN SURPRISE

WHEREAS, the City and the Housing Authority of Maricopa County (“HAMC”) propose to enter into the attached Parking Agreement pursuant to the approved Intergovernmental Agreement (“IGA”), Resolution #2023-36 and approved Ground Lease, Resolution #2023-35 for the purpose of developing an affordable 99-unit senior housing project in the City of Surprise;

WHEREAS, the City recognizes the importance of housing that is affordable to seniors of all income levels and that HAMC provides such affordable senior housing to people in Maricopa County, including the City of Surprise;

WHEREAS, the City owns vacant real property located in the City’s Original Town Site, Heritage District;

WHEREAS, the Property and Project shall be used solely by not for profit, public municipal purposes that are directly related to the governance, operation, maintenance, or administration of the City of Surprise; or for Supportive Housing for the Elderly as defined by United States Department of Housing and Urban Development (“HUD”).

WHEREAS, for purposes of this Declaration, the term “Supportive Housing for the Elderly” shall mean housing for residents sixty-two (62) years of age and older, and those seniors whose annual incomes qualify for the Section 202 Program, as determined by HUD, and as may be amended from time to time.

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

Section 1. The Declaration of Restrictions between the City of Surprise and the Housing Authority of Maricopa County, attached as Exhibit A, is approved.

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

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

DECLARATION OF RESTRICTIONS BETWEEN
THE CITY OF SURPRISE AND THE HOUSING AUTHORITY OF
MARICOPA COUNTY



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 5, 2023

Contact Person: Jodi Tas, MNGMNT ANALYST - SR

Submitting Department: City Manager Office

District: Citywide

Staff Recommendations: None

Consent: No

Regular: Yes

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the 2024 Legislative Agenda.

Motion:

I move to approve the 2024 legislative agenda as presented.

Background:

The Legislative Agenda defines the city's legislative priorities and core values each legislative session and provides direction to Government Relations staff to ensure the city is actively engaging on issues at the US and State Capitols that reflect the priorities and mission of the Surprise City Council.

Objective Analysis:

The Legislative Agenda ensures that the Surprise City Council's priorities remain heard and to advocate for the city's and residents' best interests. Items include maintaining Surprise's quality of life; preserving local funding and local control; opposing pre-emption; advocating for transportation funding and projects for Surprise and our region; protecting local authority as it pertains to land-use planning; supporting, preserving and enhancing public safety's ability to do their jobs effectively; supporting efforts to enhance our economic competitiveness; protecting Surprise's investment in safe, reliable and sustainable water; and protecting the mission of Luke AFB.

Policy Compliant:

This item is within city policy.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 2024 Legislative Agenda
-



S U R P R I S E
A R I Z O N A

2024 Legislative Agenda & 2023 Legislative Session Recap

First Regular Session of the 57th Arizona Legislature

LEGISLATIVE COMPOSITION

- Surprise has three legislative districts.
 - LD 25
 - Senator Sine Kerr
 - Representative Michael Carbone
 - Representative Tim Dunn
 - LD 28
 - Senator Frank Carroll
 - Representative David Livingston
 - Representative Beverly Pingerelli

LEGISLATIVE COMPOSITION

- LD 29
 - Senator Janae Shamp
 - Representative Steve Montenegro
 - Representative Austin Smith
- Surprise has 2 congressional districts
 - CD 8
 - Congresswoman Debbie Lesko
 - CD 9
 - Congressman Paul Gosar
- US Senators
 - Senator Kyrsten Sinema
 - Senator Mark Kelly

2023 LEGISLATIVE SESSION RECAP

- In 2023, the Arizona State Legislature convened on January 9th, 2023 and adjourned July 31, 2023.
- At 204 days, this session was the longest legislative session in state history.
- Arizona was one of 11 states with a divided government.
- Republicans held a majority in both chambers
 - 16-14 in the Senate
 - 31-29 in the House
- During the course of session, there were 1,675 bills introduced.
 - 348 of those bills were sent to Governor Katie Hobbs for consideration
 - She signed 205 of the bills into law and vetoed 143

2023 LEGISLATIVE SESSION RECAP

- Election Bills
 - Over 100 bills pertained to election reform.
- Proposition 400 Continuation
 - Multiple versions of the extension were introduced but none resulted in consensus among Republican leadership and the Governor until the final day of session.
- Food tax elimination
- Rental tax elimination
- Zoning/Land Use Reform
- ESG/DEI
 - A number of bills were dropped targeting the policy of environmental, social and governance (ESG) and diversity, equity and inclusion (DEI) investing.

PURPOSE OF LEGISLATIVE AGENDA

- To define the City's legislative priorities and core values for the 2024 state legislative session.
- To provide direction to Government Relations to ensure the City is actively engaging on issues at the U.S. and State Capitols that reflect the priorities and mission of the Surprise City Council.

2024 LEGISLATIVE AGENDA

- Maintain Surprise's Quality of Life
 - Protect attributes that make Surprise a desirable community for families and business alike.
 - Examples include efficient transportation, public safety, safe neighborhoods, open space, and economic prosperity.
 - Support responsible and manageable growth.

2024 LEGISLATIVE AGENDA

- Preserve Local Funding
 - Protect existing funding sources that bring revenue to the City of Surprise which support the quality of life for our residents.
 - Common examples include our portion of state shared income tax, state transaction tax, vehicle license tax and Highway User Revenue Fund (HURF) monies.

2024 LEGISLATIVE AGENDA

- Oppose Pre-emption of Local Authority
 - Support local decision-making authority.
 - The community trusts their local elected officials to protect public health, safety and their quality of life. Any efforts to weaken or eliminate local control and decision-making authority through pre-emption or mandates will be opposed.

2024 LEGISLATIVE AGENDA

- Transportation
 - Continue to seek support to expand our transportation infrastructure in our high growth areas.
 - Support regionally coordinated transportation planning.
 - Continue to engage regional, state and federal partners to ensure our residents have reliable and efficient transportation options and out of our city.
 - Oppose efforts that limit local control in the transportation decision-making process.

2024 LEGISLATIVE AGENDA

- Transportation, cont'd
 - Support federal and state funding for statewide, regional and local transportation and infrastructure projects.
 - Work collaboratively with our federal, state, regional and other local delegations to secure grant funding for our most impactful infrastructure needs.

2024 LEGISLATIVE AGENDA

- Land Use Planning
 - Protect local authority in land use planning.
 - Support efforts that promote orderly, responsible and sustainable growth.
 - Oppose efforts that impede growth management.

2024 LEGISLATIVE AGENDA

- Public Safety
 - Preserve and enhance the ability of local governments to strategically plan for and respond to emergencies.
 - Support legislation that enhances public safety services while maintaining vigilance with the protection of individual rights.

2024 LEGISLATIVE AGENDA

- Economic Development
 - Support efforts that maintain and enhance our economic competitiveness.
 - Support diversification of economic development tools.
 - Protect local authority on development projects.
 - Support new and existing tools for private sector growth and revitalization.
 - Support legislative change that allows growth to pay for itself in order to attract new development opportunities.

2024 LEGISLATIVE AGENDA

- Water and Sustainability
 - Collaborate with regional and local partners to support legislation that encourages practical water efficiency and conservation measures.
 - Protect surface water and uphold the principles of the Groundwater Management Act.
 - Protect Surprise's investment in safe and reliable water resources and wastewater services.
 - Ensure that Surprise is able to supply assured, safe and sustainable water to our residents.

2024 LEGISLATIVE AGENDA

- Protect Mission of Luke Air Force Base
 - Advocate for the long-term mission and viability of Luke AFB through local and regional community support as well as any level of advocacy to protect base.
- Neighborhoods
 - Support our policies that strengthen the quality of life in our neighborhoods.



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: December 5, 2023
Submitting Department: Legal
Staff Recommendations:

Contact Person: Robert Wingo, CITY ATTORNEY
District: Citywide

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

Consideration and action pertaining to an amendment to Surprise Municipal Code establishing a maximum dollar amount for individual job orders under the job order contracting delivery method; Ordinance #2023-27.

Motion:

I move to approve Ordinance #2023-27.

Background:

The City Attorney's Office, in coordination with the Finance Department, has recently initiated a review of the City's current procurement codes, policies, and practices to not only ensure continued compliance with Arizona state law, but to also increase efficiency and use of best practices in the city's procurement processes.

In anticipation of potentially increased use of the job order contracting method of construction delivery, and overall increases in the current cost of construction, the City Attorney's Office and the Finance Department recommend that the \$1,000,000 maximum individual job order limit set forth in state statute be increased to \$4,000,000 by City Council. Arizona state law provides cities with this discretion.

Objective Analysis:

A.R.S. § 34-605(F)(1) limits the maximum dollar amount of individual job orders under job order contracting construction services agreements to \$1,000,000 unless a municipal body authorizes a higher maximum amount. This amendment would increase this statutory threshold on individual job orders to \$4,000,000. This amendment has no other effect and all job order contracting the city engages in will continue to comply with the competitive procurement processes as required by Title 34 of the Arizona Revised Statutes. Any funding of job order contracts is already done through the budget process and approved by City Council.

Policy Compliant:

This amendment is consistent with authority granted by Title 34 of the Arizona Revised Statutes and complies with City Council direction on procurement process updating and efficiency.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 23.11.21 JOC Amendment
 2. 23.11.09 Ordinance Job Order Amount RFLS 9122_RW
-



Job Order Contracting Limit Amendment

City Attorneys Office December 5, 2023

ARS TITLE 34

AUTHORIZES ALTERNATIVE PROJECT DELIVERY METHODS:

- 1) CONSTRUCTION-MANAGER-AT-RISK**
- 2) DESIGN-BUILD**
- 3) JOB-ORDER-CONTRACTING**

***THESE ARE DIFFERENT DELIVERY METHODS, BUT THEY ALL STILL REQUIRE A COMPETITIVE PROCUREMENT PROCESS AS OUTLINED IN TITLE 34**

WHAT IS JOB ORDER CONTRACTING?

A project delivery method in which:

- 1) A contract is a requirements contract for indefinite quantities of construction.
- 2) The construction to be performed is specified in job orders issued during the contract.

WHAT IS JOB ORDER CONTRACTING?

A CONSTRUCTION DELIVERY METHOD THAT ALLOWS
MULTIPLE PROJECTS OF TYPICALLY SIMILAR SCOPES TO
BE GROUPED TOGETHER UNDER ONE CONTRACT LIMITED
BY TIME AND/OR BUDGET

**ARS 34-605 F. FOR JOB-ORDER-CONTRACTING
CONSTRUCTION SERVICES ONLY:**

1. THE MAXIMUM DOLLAR AMOUNT OF AN INDIVIDUAL JOB ORDER SHALL BE ONE MILLION DOLLARS OR SUCH HIGHER OR LOWER AMOUNT PRESCRIBED BY THE AGENT IN AN ACTION NOTICED PURSUANT TO TITLE 38, CHAPTER 3, ARTICLE 3.1 OR A RULE ADOPTED BY THE AGENT AS THE MAXIMUM AMOUNT OF AN INDIVIDUAL JOB ORDER. REQUIREMENTS SHALL NOT BE ARTIFICIALLY DIVIDED OR FRAGMENTED IN ORDER TO CONSTITUTE A JOB ORDER THAT SATISFIES THIS REQUIREMENT.

PROPOSED AMENDMENT:

INDIVIDUAL JOB ORDER LIMIT. PURSUANT TO A.R.S. § 34-605(F)(1), FOR JOB ORDER CONTRACTING CONSTRUCTION SERVICES, INDIVIDUAL JOB ORDERS ISSUED UNDER AN AUTHORIZED PROCUREMENT SHALL NOT EXCEED \$4,000,000 UNLESS OTHERWISE DECREASED OR INCREASED PURSUANT TO LAW. REQUIREMENTS SHALL NOT BE ARTIFICIALLY DIVIDED OR FRAGMENTED TO CONSTITUTE A JOB ORDER SATISFYING THIS REQUIREMENT.



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

ORDINANCE # 2023-27

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING CHAPTER 2, ARTICLE IX, SECTION 2-337, CONSTRUCTION, OF THE SURPRISE PROCUREMENT CODE, PERTAINING TO THE MAXIMUM DOLLAR AMOUNT FOR INDIVIDUAL JOB ORDERS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, A.R.S. § 34-605(F)(1) limits the maximum dollar amount of individual job orders under job order contracting construction services agreements to \$1,000,000 unless a municipal body authorizes a higher maximum amount; and

WHEREAS, the Mayor and City Council of the City of Surprise find and determine it is in the best interest of the City and will ensure effectiveness and efficiency by increasing the statutory purchasing threshold for individual job orders under the job order contracting delivery method from \$1,000,000.00 to \$4,000,000.00.

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

Section 1. Chapter 2, Article IX, Section 2-337 of the Surprise Procurement Code is hereby amended to read as follows:

Sec. 2-337. – Construction.

(a) The procurement of both horizontal and vertical construction projects is governed by state law, provided the cost of the project exceeds a statutorily established amount. The purchasing manager shall consult the Arizona Revised Statutes when procuring goods and services related to construction. When the cost of a construction project falls below the statutorily established amount, the project shall be procured pursuant to the provisions of this article.

(b) INDIVIDUAL JOB ORDER LIMIT. PURSUANT TO A.R.S. § 34-605(F)(1), FOR JOB ORDER CONTRACTING CONSTRUCTION SERVICES, INDIVIDUAL JOB ORDERS ISSUED UNDER AN AUTHORIZED PROCUREMENT SHALL NOT EXCEED \$4,000,000 UNLESS OTHERWISE DECREASED OR INCREASED PURSUANT TO LAW. REQUIREMENTS SHALL NOT BE ARTIFICIALLY DIVIDED OR FRAGMENTED TO CONSTITUTE A JOB ORDER SATISFYING THIS REQUIREMENT.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision will not be read to affect the validity of the remaining portions thereof.

Section 3. All ordinances, resolutions, or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed upon the effective date of this Ordinance.

Section 4. This Ordinance will become effective at the time and manner prescribed by law and shall be codified within the Surprise Code of Ordinances at that time.

PASSED AND ADOPTED this ____ day of December, 2023.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: December 5, 2023
Submitting Department: Legal
Staff Recommendations:

Contact Person: Robert Wingo, CITY ATTORNEY
District: Citywide

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

Consideration and action to recess into executive session for discussion and consultation with the city attorney for legal advice and to consider the city council's position and instruct the city attorney pertaining to water storage matters pursuant to A.R.S. 38-431.03A.3. and 4.

Motion:

I move to recess into executive session for the purpose noticed.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:
