



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, January 2, 2024 @ 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

3. Citywide Employee Dependent Scholarship Award

Bob Wingenroth
City Manager Office

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 December 19, 2023 City Council Workshop Minutes, and 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 General Contingency in the amount of \$55,000 to the Grants Fund, authorizing acceptance of two (2) grant awards from the Arizona Department of Homeland Security for projects G31231 and G31227 in support of training and equipment; Resolution #2024-04.	Benny Pina Police
3.	Citywide	Consideration and action pertaining to acceptance of the 911 Program Grant Agreement with the State of Arizona by the Arizona Department of Administration and approving an amendment to the Fiscal Year 2024 budget by moving budget authority from General Contingency in the amount of \$215,800 to project G31450 in the Grants Fund; Resolution #2024-08.	Benny Pina Police
4.	Citywide	Consideration and action pertaining to acceptance of the Subgrant Award Agreement with the State of Arizona by the Arizona Department of Public Safety for a Victims of Crime Act (VOCA) Grant and amending the Fiscal Year 2024 budget by moving budget authority of \$140,300 from General Contingency to project G31252 in the Grants Fund; Resolution #2024-07.	Benny Pina Police
5.	Citywide	Consideration and action pertaining to acceptance of the City's Arizona Lottery Fund (ALF) allotment for FY2024 in the amount of \$364,134; Resolution #2024-01.	Eric Boyles Transportation
6.	District 1	Consideration and action pertaining to acceptance of a Water Line Easement from Mr. and Mrs. Ricigliano, in the general vicinity of San Ysidro and 156 th Avenue.	Lloyd Abrams Community Development
7.	District 1	Consideration and action pertaining to acceptance of a Water Line Easement from Mr. and Mrs. Burkhardt, in the general vicinity of San Ysidro and 156 th Avenue.	Lloyd Abrams Community Development
8.	District 1	Consideration and action pertaining to acceptance of a Water Line Easement from Mr. Richard Comroe, in the general vicinity of San Ysidro and 156 th Avenue.	Lloyd Abrams Community Development
9.	District 6	Consideration and action pertaining to acceptance of a Fire Hydrant Easement from Evergreen-Desert Cove & Litchfield LLC, in the general vicinity of Desert Cove and Litchfield.	Lloyd Abrams Community Development
10.	District 6	Consideration and action pertaining to acceptance of a Water Line Easement from Evergreen-Desert Cove & Litchfield, LLC, in the general vicinity of Desert Cove and Litchfield.	Lloyd Abrams Community Development
11.	District 1	Consideration and action pertaining to acceptance of a Water Line Easement from the Inman Family Trust, in the general vicinity of San Ysidro and 156 th Avenue.	Lloyd Abrams Community Development
12.	District 6	Consideration and action pertaining to acceptance of a Fire Hydrant Easement from Rooz and Sia, LLC, in the general vicinity of Desert Cove and Litchfield.	Lloyd Abrams Community Development
13.	District 1	Consideration and action pertaining to approval of the Final Plat entitled, "Heritage Asante – Parcel 11" and received November 01, 2023, a property generally	Leslie Carnie Community Development

located west of Asante Blvd. and south of Pat Tillman Blvd. ;Case FS23-0438.

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|-----|------------|--|---|
| 14. | District 4 | Consideration and action pertaining to approval of the Recognition, Non Disturbance and Attornment Agreement between GEM Heritage, LLC, the Housing Authority of Maricopa County and the City of Surprise in support of the Heritage 202 Senior Housing project. | Seth Dyson
Human Svcs and
Comm Vitality |
|-----|------------|--|---|

REGULAR AGENDA ITEM - PUBLIC HEARING:

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

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

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

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

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

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

- L. Adjournment

KRISTI PASSARELLI, CITY CLERK

POSTED: Thursday, December 28, 2023 @ 3:00 PM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE

PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: January 2, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person:
District: Internal

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

Agenda Wording:

Invocation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024
Submitting Department: City Manager Office
Staff Recommendations: None

Contact Person: Bob Wingenroth, City Manager
District: Citywide

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

Employee Dependent Scholarship Award

Motion:

None, discussion only

Background:

The City of Surprise has been awarding scholarships to dependent City employees for over 15 years. This item has been placed on the agenda to allow City Manager Wingenroth to present an award.

Objective Analysis:

Dependent Scholarship Award

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:



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024
Submitting Department: City Clerk
Staff Recommendations:

Contact Person: Kristi Passarelli, City Clerk
District: Internal

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

Consideration and action to approve the December 19, 2023 City Council Workshop Minutes, and Regular City Council Meeting Minutes.

Motion:

I move to approve the December 19, 2023 City Council Work Session Minutes, and Regular Council Meeting Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 121923 Work Session DRAFT Minutes
 2. 121923 Regular Meeting DRAFT Minutes
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CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, December 19, 2023 @ 5:00 PM
COUNCIL CHAMBERS

A. Call To Order

Vice-Mayor Judd called the Regular Council Work Session of December 19, 2023 to order at 5:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

B. Roll Call

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

C. Pledge of Allegiance

Vice-Mayor Judd 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 the Veterans, Disability and Human Services Commission.

Seth Dyson came to introduce Steffen Hanzel, and Phillip Lair to present this item. Chair Hanzel talked about the strategic plan and the priorities set before them. He talked about the 2023 accomplishments, Updated Action Plan, Resources.

Vice-Mayor Judd asked if they were looking at transit in general or as it pertains to veterans? Chair Hanzel said all of the above.

Chair Hanzel, further talked about transit and the programs offered.

Councilmember Cline, asked if it would be beneficial to have a hub at Asante, or different location in that area? Chair Hanzel, said that it has been discussed and agreed. He said the key is to make the current hub more effective. Councilmember Cline, asked about the people manning the Hub currently? Chair Hanzel said they are looking at expanding the servants of Surprise to get it staffed full time. Councilmember Cline asked if they were looking for volunteers or staff? Seth said they were looking to man it with partners and volunteers. He said it was important to connect people to the resources offered. She asked about the accessibility and what kind of disabilities were going to be addressed at the roundtable? Chair Hanzel said they were looking at multiple

disabilities.

Chair Hanzel further talked about Education and Training.

Commissioner Lair came to talk about VetFest, and the hopes and aspirations of the project.

Vice-Mayor asked if it was going to be a social event? Commissioner said it would be.

Councilmember Cline asked about the timeframe? Commissioner Lair said it was February 10th.

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, Chris Judd, Nick Haney

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 5:29 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, December 19, 2023.**

Kristi Passarelli, City Clerk



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

Tuesday, December 19, 2023 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Vice-Mayor Judd called the Regular Council Meeting of December 19, 2023 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Vice-Mayor Judd led the Moment of Silence.

B. Roll Call

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

C. Pledge of Allegiance

Vice-Mayor Judd led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

1. Reports

City Manager Bob Wigenroth, thanked Council for their dedication and support. He also thanked the Surprise Police Department.

2. 2023 Veteran's Day Parade Awards

City Manager Bob Wigenroth introduced Paul to present some awards for the parade.

Best Veterans Service Organization - Light Horse Legacy

Best Military - Cactus High School AFJROTC

Best Motorized - Arrows Academy Homeschool Group

Best Non-Motorized - Surprise Adaptive Recreation

Best Musical/Performance - Paradise High School Marching Band

Best Youth - Lakota Blossom Girl Scouts

Best Classic Cars - West Valley Cruisers

After the awards Bob introduced Adam Johnson who in turn introduced the Youth Council Members: Kenzie Mize, and Maya Calugaru

3. Employee Dependent Scholarship Award

F. City Clerk Report

1. Reports

G. Call To The Public

H. Regular City Council Meeting Agenda

1. CONSENT AGENDA:

Motion: To Approve

Initiated By: Jack Hastings

Seconded By: Patrick Duffy

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

No: None

Abstain: None

Vote Result: Passed

1. Consideration and action to approve the December 5, 2023 City Council Workshop Minutes, Regular City Council Meeting Minutes, and Executive Session Minutes.
2. Consideration and action pertaining to the approval of the intergovernmental agreement between the Arizona Department of Public Safety and the City of Surprise Police Department to provide one AZ P.O.S.T. certified sworn law enforcement officer on a full-time basis to the Arizona Vehicle Theft Task Force; Resolution #2023-174.
3. Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Paradisi Master Final Plat, generally located at the southeast corner of West Cactus Road and North Cotton Lane. Case FS20-449; Resolution # 2023-175.
4. Consideration and action pertaining to approval of the Final Plat entitled, "Re-plat Lot 1 TLC Ranch" and dated October 17, 2023, a property located north of the northeast corner of Adobe Road and 225th Avenue; Case FS23-0639.
5. Consideration and action pertaining to approval of the Map of Dedication entitled, "Fulton Homes Escalante Infrastructure Phase 3" and dated October 31, 2023, generally located at the northwest corner of Pinnacle Peak Road and 155th Avenue; Case FS22-0614.
6. Consideration and action pertaining to approval of the Final Plat entitled, "Khano Acres" and dated October 19, 2023, a property generally located north of Adobe Road and east of 225th Avenue; Case FS23-0640.
7. Consideration and action pertaining to approval of the Final Plat entitled, "Toll at Prasada, Unit J - Replat" and dated October 10, 2023, a property located west of Cotton Lane, between Cactus Road and Peoria Avenue; Case FS23-0689.

8. Consideration and action pertaining to approval of the Final Plat entitled, "Leon Capital Group at Surprise Center" and dated received October 16, 2023, located south of Bell Road and west of Litchfield Road; Case FS22-0388.
9. Consideration and action pertaining to a Notice of Federal Interest for the Multigenerational Community Center property; Resolution #2023-182.
10. Consideration and action pertaining to the approval of the intergovernmental agreement between Maricopa County and the City of Surprise to provide funding for Homeless Outreach and Navigation Services; Resolution #2023-176.

2. REGULAR AGENDA ITEM - PUBLIC HEARING:

11. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 259871, requested by Nicholas David Cabatingan, for Mountain Mike's Pizza for Series 12 Liquor License. Mountain Mike's Pizza is located at 13736 W Bell Road #4, Surprise, AZ 85374.

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

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

Vote Result: Passed

12. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 264828, requested by Emilio Emmitt Kimble, for Kimble's Kitchen for Series 12 Liquor License. Kimble's Kitchen is located at 17300 N Sun Village Parkway #D, Surprise, AZ 85374.

Motion: To Approve
Initiated By: Jack Hastings
Seconded By: Nick Haney

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

Vote Result: Passed

13. Consideration and action pertaining to the adoption of the Surprise 2040 General Plan; Resolution #2023-163.

Lloyd Abrahms came to present this item. Jason Moquin talked about the General Plan Advisory Group, Public Engagement, Prominent Community Feedback. Matt Klyszeiko talked about the Feedback, and the General themes that emerged. He talked about the Public Hearing Draft Organization, Structure, Executive Summary, Components, Inter-Relationships, Progress Metrics, Land Use Plan, Growth Areas, Open Space Plan, Housing, Transportation, and Water Resources.

Jason gave a disclosure on the next steps and recommendation.

Vice-Mayor Judd thanked the staff and the committee for their efforts.

Councilmember Cline, thanked them as well.

Vice-Mayor Judd thanked them for including water and wildlife inclusion.

Motion: To Approve

Initiated By: Aly Cline

Seconded By: Patrick Duffy

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

No: None

Abstain: None

Vote Result: Passed

3. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

14. Presentation and discussion pertaining to the Fiscal Year 2024 Financial Status Report through September 2023.

Andrea Davis, Chief Financial Officer, came to present this item to council. She talked about FY 2024 General Fund Sources, Uses Categories, and General Fund Uses.

Vice-Mayor Judd, talked about the target and actual revenue? Andrea said that we continue to be up.

I. Other Business and Future Agenda Items

Councilmember Haney, wanted to have a presentation by ADOT and AZ GOVT Associations and Transportation about current improvements and upcoming changes. Councilmember Cline Seconded.

Councilmember Hastings, wanted to look at the hiring process of hiring non-appointed directors and having something put into the code as a work session item. Councilmember Duffy Seconded.

J. City Council Reports

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: Patrick Duffy

Seconded By: Nick Haney

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

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 6:48 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, December 19, 2023.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024
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 General Contingency in the amount of \$55,000 to the Grants Fund, authorizing acceptance of two (2) grant awards from the Arizona Department of Homeland Security for projects G31231 and G31227 in support of training and equipment; Resolution #2024-04.

Motion:

I move to approve Resolution #2024-04.

Background:

The Surprise Police Department applied for FFY23 grant funding from the Arizona Department of Homeland Security and was awarded a Terrorism Liaison Officer (TLO) sustainment grant and a Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) grant in the amount totaling \$55,000. The grant awards are in support of the FFY23 Urban Area Security Initiative (UASI) grant program for training and equipment.

Objective Analysis:

Acceptance of these 2 grants will produce many positive impacts to the community. Tactical team members will be able to attend 7 specialized training courses to better equip them for local and regional public safety. This will strengthen response to hazard and terrorist related threats. The grants will also allow them to purchase equipment to assist them with their response. The one drawback in obtaining any grant funding is the employee time spent overseeing the grant and submitting regular reports 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 two grants awards provide \$55,000 for training and purchase of equipment; there is no city-match requirement.

Budget Impact:

The FY2024 adopted budget did not include appropriations for revenue and expenses related to the Arizona Department of Homeland Security grants. Acceptance of these grants will require a movement of budget in the amount of \$55,000 from General Contingency to the Grants Fund as follows: \$14,000 to Project G31231 and \$41,000 to Project G31227. 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. 23.12.13 Res 2024-04 AZUASI FY24acceptedchangesfinal_klt
 2. 23-AZDOHS-HSGP-230822-01 Award Letter
 3. FFY23 TLO SIGNED Subrecipient Agree
 4. 23-AZDOHS-HSGP-230822-02 Award Letter
 5. FFY23 SWAT SIGNED Subrecipient Agree
-

RESOLUTION # 2024-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO TWO GRANT AGREEMENTS WITH THE STATE OF ARIZONA DEPARTMENT OF HOMELAND SECURITY TO ACCEPT GRANT FUNDING AND AMEND THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$55,000 FROM GENERAL CONTINGENCY TO THE GRANTS FUND FOR PROJECTS G31231 AND G31227 IN SUPPORT OF TRAINING AND EQUIPMENT.

WHEREAS, the State of Arizona, Department of Homeland Security has awarded the City of Surprise Police Department a Terrorism Liaison Officer (TLO) sustainment grant and a Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) grant in the amount totaling \$55,000. The grant awards are in support of FFY23 Urban Area Security Initiative (UASI) grant program for training and equipment.

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 Department of Homeland Security attached as Exhibits B 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 _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-04
Exhibit A

1. Appropriation - The allocation below represents a movement of budget in the amount of \$55,000 from General Contingency for two FFY23 AZDOHS UASI projects within the Grants Fund to cover the projected expenditures associated with equipment and training used to assist the Police Department's tactical team in dealing with various situations it may encounter locally, as well as regionally, as part of the UASI program. 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	#G31231 FFY23 AZDOHS UASI - TLO	E	-	14,000	14,000
Grants	Police	#G31231 FFY23 AZDOHS UASI - TLO	R	-	14,000	14,000
Grants	Police	#G31227 FFY23 AZDOHS UASI - CBRNE	E	-	41,000	41,000
Grants	Police	#G31227 FFY23 AZDOHS UASI - CBRNE	R	-	41,000	41,000
Contingency	General Operations	Contingency	E	72,268,300	(55,000)	72,213,300
Contingency	General Operations	Other	R	76,018,900	(55,000)	75,963,900
Expense Total				72,268,300	-	72,268,300
Revenue Total				76,018,900	-	76,018,900

RESOLUTION # 2024-04

Exhibit B

**GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA
DEPARTMENT OF HOMELAND SECURITY**



Governor Katie Hobbs

State of Arizona

Department of Homeland Security



Interim Director
Susan Dzbanko

September 20, 2023

Chief Of Police Benny Pina
Surprise Police Department
14250 W STATLER PLAZA
SURPRISE, AZ 85374-7474

Subject: FFY 2023 Homeland Security Grant Program Award
Subrecipient Agreement Number: **230822-01**
Project Title: **Surprise PD TLO Sustainment**

Dear Chief Of Police Benny Pina,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Surprise PD TLO Sustainment**" has been **partially funded** under the 2023 Urban Area Security Initiative Grant Program for **\$14,000**. The grant performance period is **October 1, 2023 to September 30, 2024**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2023 federal award date as indicated in the U.S. DHS award package is 9/01/2023 with a total amount of funding of \$25,997,500.00. The Federal Award Identification Number is EMW-2023-SS-00018-S01.

To access your award documentation:

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

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

The following action items must be downloaded, completed, signed and returned to AZDOHS. Specific information regarding the mode of submission for the following requirements is located in the portal:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing section 51.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2024, this award is rescinded and the funds will be**



Governor Katie Hobbs

State of Arizona Department of Homeland Security



Interim Director
Susan Dzbanko

reallocated.

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2023. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

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

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Dzbanko".

Susan Dzbanko
Interim Director



Governor Katie Hobbs

State of Arizona
Department of Homeland Security
State Homeland Security Program



Interim Director
Susan Dzbanko

Training - Budget Detail Worksheet

Surprise Police Department

230822-01

Training Title: NATIONAL HOMELAND SECURITY CONFERENCE

Training Description: The Homeland Security conference is focused on a range of emerging technologies and critical topics for first responders in Homeland Security, public health, law enforcement, fire and emergency management. The training consists of preparedness, grant management, response and intelligence and information sharing, community preparedness, public safety and counterterrorism.

Travel Item Description: TRAVEL FOR 2 ATTENDEES+ HOTEL AND OVER TRAVEL RELATED EXPENSES
Workshops / Conference Item Description: CONFERENCE FOR 2 ATTENDEES

Backfill/Overtime		Supplies		Contract/Consult		Travel		Wkshp/Conf		Total	
Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
\$0	\$0	\$0	\$0	\$0	\$0	\$5,600	\$5,600	\$1,400	\$1,400	\$7,000	\$7,000

Training Total for Surprise Police Department Subrecipient Agreement Number 230822-01 - Requested: \$16,000 Approved: \$14,000



State of Arizona
Department of Homeland Security
State Homeland Security Program



Training - Budget Detail Worksheet

Surprise Police Department

230822-01

Training Title: ARIZONA TERRORISM LIAISON OFFICER CONFERENCE

Training Description: The Arizona Terrorism Liaison Officer Conference focuses on statewide TLO training, resources, and networking related to terrorism efforts to include on scene response support, intelligence and information sharing, active shooter training, threat mitigation and threat vulnerability assessments.

Travel Item Description: TRAVEL FOR 3 PER DIEM AND OTHER TRAVEL EXPENSES
Workshops / Conference Item Description: REGISTRATION FOR 3 ATTENDEES

Backfill/Overtime		Supplies		Contract/Consult		Travel		Wkshp/Conf		Total	
Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$0	\$1,000	\$0	\$2,000	\$0

Training Total for Surprise Police Department Subrecipient Agreement Number 230822-01 - Requested: \$16,000 Approved: \$14,000

Training Item 2 of 3



State of Arizona
Department of Homeland Security
State Homeland Security Program



Training - Budget Detail Worksheet

Surprise Police Department

230822-01

Training Title: ASSOCIATION OF THREAT ASSESSMENT PROFESSIONALS THREAT MANAGEMENT CONFERENCE

Training Description: The Association of Threat Assessment Professionals Annual Threat Assessment Professionals Annual Threat Management conference focuses on current threat trends in the workplace, active shooters, violent extremists, and other threats to law enforcement.

Travel Item Description: TRAVEL FOR 2 AND OTHER TRAVEL RELATED EXPENSES
Workshops / Conference Item Description: REGISTRATION FEE, HOTEL, PER DIEM AND OTHER TRAVEL RELATED EXPENSES.

Backfill/Overtime		Supplies		Contract/Consult		Travel		Wkshp/Conf		Total	
Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
\$0	\$0	\$0	\$0	\$0	\$0	\$5,550	\$5,550	\$1,450	\$1,450	\$7,000	\$7,000

Training Total for Surprise Police Department Subrecipient Agreement Number 230822-01 - Requested: \$16,000 Approved: \$14,000

SUBRECIPIENT AGREEMENT

23-AZDOHS-HSGP-230822-01

Between

The Arizona Department of Homeland Security

And

Surprise Police Department (UEI: 86-6007796)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **October 1, 2023** and shall terminate on **September 30, 2024**. The obligations of Subrecipient herein survive termination of this Agreement.
3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"Surprise PD TLO Sustainment"** and funded at **\$14,000** (as may have been modified by the award letter).
4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2023-SS-00018-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **\$14,000** to Subrecipient under this Agreement.

Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (<https://azdohs.gov/grant-program-forms>) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as “final” and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf and <https://azdohs.gov/environmental-and-historic-preservation-ehp>. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing

activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposes authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs \$5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing \$5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement. Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report.** The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (<https://azdohs.gov/grant-program-forms>) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's

application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (<https://azdohs.gov/grant-program-forms>) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (<https://dema.az.gov/emergency-management/preparedness/training>). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (<https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.
12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.
13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.
14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document,

correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. Audit/Monitoring

- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
- b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.
18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.
19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/services/government/swic>); and (d) Arizona's State Interoperable Priority Programming Guide (<https://www.azdps.gov/services/government/swic>).
20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes,

regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.
22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.
23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:
- Financial Management
 - Procurement
 - Personnel
 - Property
 - Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.
25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
- a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
 - b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>);
 - c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (<https://azgovernor.gov/governor/executive-order/2020-09>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

- d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
 - e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
 - f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
 - g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.
26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.
27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (<https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf>).
29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.
30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**
- a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
 - b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued
 - c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

- d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1 (https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.
- e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
- g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
- i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.
- j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
- k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.
- l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
- m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.
- n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>) and US Executive Order 12689 (<https://www.gao.gov/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf>) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.
- o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).

- p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
 - q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
 - r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.
 - s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
 - t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>).
 - u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.
 32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.
 33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.
 34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.
 35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which

funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.
38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.
40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.
41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.
42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents,

employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

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

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.
44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.
45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.
46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.
47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.
49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

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

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

LT. EVAN BELCHER

Enter Title, First & Last Name Above

SURPRISE POLICE DEPT.

Enter Agency Name Above

14250 W. STATLER PLAZA #103

Enter Street Address Above

SURPRISE, AZ, 85374

Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

SURPRISE PD

Enter Agency Name Above

Benny Pina

Authorized Signature Above

Benny Pina, Police Chief

Print Name & Title Above

10-19-2023

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Susan Dzbanko

Susan Dzbanko, Interim Director

Date

11/20/2023

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



Governor Katie Hobbs

State of Arizona Department of Homeland Security



Interim Director
Susan Dzbanko

September 20, 2023

Chief Benny Pina
Surprise Police Department
14250 W. Statler Plaza #103
Surprise, AZ 85374-7474

Subject: FFY 2023 Homeland Security Grant Program Award
Subrecipient Agreement Number: **230822-02**
Project Title: **Surprise PD Enhancing Response Capabilities CBRNE Sustainment FFY23**

Dear Chief Benny Pina,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Surprise PD Enhancing Response Capabilities CBRNE Sustainment FFY23**" has been **fully funded** under the 2023 Urban Area Security Initiative Grant Program for **\$41,000**. The grant performance period is **October 1, 2023 to September 30, 2024**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2023 federal award date as indicated in the U.S. DHS award package is 9/01/2023 with a total amount of funding of \$25,997,500.00. The Federal Award Identification Number is EMW-2023-SS-00018-S01.

To access your award documentation:

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

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

The following action items must be downloaded, completed, signed and returned to AZDOHS. Specific information regarding the mode of submission for the following requirements is located in the portal:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing section 51.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2024, this award is rescinded and the funds will be reallocated.**



Governor Katie Hobbs

State of Arizona Department of Homeland Security



Interim Director
Susan Dzbanko

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2023. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

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

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Dzbanko".

Susan Dzbanko
Interim Director



Governor Kaite Hobbs

State of Arizona Department of Homeland Security State Homeland Security Program



Interim Director
Susan Dzbanko

Training - Budget Detail Worksheet

Surprise Police Department

230822-02

Training Title: National Tactical Officers Association

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

Travel Item Description: Airfare, hotel, per diem

Workshops / Conference Item Description: Tuition and conference fees.

Backfill/Overtime		Supplies		Contract/Consult		Travel		Wkshp/Conf		Total	
Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000	\$2,000	\$2,000	\$12,000	\$12,000

Training Total for Surprise Police Department Subrecipient Agreement Number 230822-02 - Requested: **\$36,000** Approved: **\$36,000**

Training Item 1 of 4



State of Arizona
Department of Homeland Security
State Homeland Security Program



Training - Budget Detail Worksheet

Surprise Police Department

230822-02

Training Title: Texas Tactical Officer Association Conference

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

Travel Item Description: Airfare, hotel, per diem

Workshops / Conference Item Description: Tuition and conference fees.

Backfill/Overtime		Supplies		Contract/Consult		Travel		Wkshp/Conf		Total	
Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000	\$2,000	\$2,000	\$12,000	\$12,000

Training Total for Surprise Police Department Subrecipient Agreement Number 230822-02 - Requested: **\$36,000** Approved: **\$36,000**



State of Arizona
Department of Homeland Security
State Homeland Security Program



Training - Budget Detail Worksheet

Surprise Police Department

230822-02

Training Title: Snipercraft Advanced Sniper

Training Description: This training will assist the team in maintaining current capabilities which are necessary to support our regional CBRNE / RRT response to terror incidents and complex coordinated attacks. This comprehensive course maximizes the participants overall understanding, proficiency, and tactical abilities in matching the most sound sniper methods to specific targets, missions, and environments.

Travel Item Description: Airfare, hotel, per diem

Workshops / Conference Item Description: Tuition

Backfill/Overtime		Supplies		Contract/Consult		Travel		Wkshp/Conf		Total	
Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000	\$3,000	\$3,000	\$8,000	\$8,000

Training Total for Surprise Police Department Subrecipient Agreement Number 230822-02 - Requested: \$36,000 Approved: \$36,000



State of Arizona
Department of Homeland Security
State Homeland Security Program



Training - Budget Detail Worksheet

Surprise Police Department

230822-02

Training Title: FETT Breaching School

Training Description: This training will assist the team in maintaining current capabilities which are necessary to support our regional CBRNE / RRT response to terror incidents and complex coordinated attacks. This comprehensive course maximizes the participants overall understanding, proficiency, and tactical abilities in matching the most sound breaching methods to specific targets, missions, and environments. Furthermore, by combining all breaching methodologies into one course, this training minimizing the cost and time associated with attending separate venues.

Workshops / Conference Item Description: Tuition

Backfill/Overtime		Supplies		Contract/Consult		Travel		Wkshp/Conf		Total	
Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000	\$4,000	\$4,000	\$4,000

Training Total for Surprise Police Department Subrecipient Agreement Number 230822-02 - Requested: \$36,000 Approved: \$36,000



Governor Katie Hobbs

State of Arizona Department of Homeland Security State Homeland Security Program



Interim Director
Susan Dzbanko

Equipment - Budget Detail Worksheet

Surprise Police Department

230822-02

AEI #	Item Description	Qty Requested	Total Requested	Qty Approved	Total Approved
03SR-02-TLHN	Small, Lightweight Breaching Tool	10	\$1,500	10	\$1,500
03SR-02-TLHN	Breaching Tool	10	\$1,500	10	\$1,500
03SR-02-TLHN	Breaching Tool XL	4	\$2,000	4	\$2,000
TOTAL:			\$5,000		\$5,000

Displaying 1 - 3 of 3 Equipment Items



Governor Katie Hobbs

State of Arizona
Department of Homeland Security
State Homeland Security Program



Interim Director
Susan Dzbanko

SUBRECIPIENT AGREEMENT

23-AZDOHS-HSGP-230822-02

Between

The Arizona Department of Homeland Security

And

Surprise Police Department (UEI: CNDLLN6WTTE3)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **October 1, 2023** and shall terminate on **September 30, 2024**. The obligations of Subrecipient herein survive termination of this Agreement.
3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: "**Surprise PD Enhancing Response Capabilities CBRNE Sustainment FFY23**" and funded at **\$41,000** (as may have been modified by the award letter).
4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2023-SS-00018-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **\$41,000** to Subrecipient under this Agreement.

Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1 – December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (<https://azdohs.gov/grant-program-forms>) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf and <https://azdohs.gov/environmental-and-historic-preservation-ehp>. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing

activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposes authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs \$5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing \$5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement. Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report.** The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (<https://azdohs.gov/grant-program-forms>) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's

application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (<https://azdohs.gov/grant-program-forms>) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (<https://dema.az.gov/emergency-management/preparedness/training>). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (<https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.
12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.
13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.
14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document,

correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. Audit/Monitoring

- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
- b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.
18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.
19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/services/government/swic>); and (d) Arizona's State Interoperable Priority Programming Guide (<https://www.azdps.gov/services/government/swic>).
20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes,

regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.
22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.
23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:
 - Financial Management
 - Procurement
 - Personnel
 - Property
 - Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.
25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
 - a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
 - b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>);
 - c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (<https://azgovernor.gov/governor/executive-order/2020-09>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

- d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
 - e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
 - f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
 - g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.
26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.
27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (<https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf>).
29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.
30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**
- a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
 - b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued
 - c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

- d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1 (https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.
- e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
- g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
- i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.
- j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
- k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.
- l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
- m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.
- n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>) and US Executive Order 12689 (<https://www.gaoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf>) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.
- o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publicly-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).

- p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
 - q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
 - r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.
 - s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
 - t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>).
 - u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.
 32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.
 33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.
 34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.
 35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which

funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.
38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.
40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.
41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.
42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents,

employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

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

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.
44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.
45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.
46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.
47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.
49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

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

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

LT. EVAN BECHER
Enter Title, First & Last Name Above
SURPRISE POLICE DEPT.
Enter Agency Name Above
14250 W. STATLER PLAZA #103
Enter Street Address Above
SURPRISE, AZ, 85374
Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

SURPRISE PD
Enter Agency Name Above
Benny Pina
Authorized Signature Above
Benny Pina, Police Chief
Print Name & Title Above
OCTOBER 19, 2023
Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security
Susan Dzbanko
Susan Dzbanko, Interim Director
11/20/2023
Date

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



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024
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 acceptance of the 911 Program Grant Agreement with the State of Arizona by the Arizona Department of Administration and approving an amendment to the Fiscal Year 2024 budget by moving budget authority from General Contingency in the amount of \$215,800 to project G31450 in the Grants Fund; Resolution #2024-08.

Motion:

I move to approve Resolution #2024-08.

Background:

The Arizona Department of Administration requires 9-1-1 planning to be done at the local level as referenced in the State of Arizona Administrative Code, Title 2, Chapter 1, Article 4 Emergency Telecommunications Services Revolving Fund. The State of Arizona Office of Grants and Federal Resources Arizona 9-1-1 Program Office announced the availability of funds for Fiscal Year 2023-2024 to Public Safety Answering Points (PSAP). The City of Surprise Police Department applied and was awarded grant funding for the adoption and operation of the Next Generation 9-1-1 (NG9-1-1) system that supports the goals of Arizona's 9-1-1 program.

Objective Analysis:

Acceptance of this grant will allow the police department to update the infrastructure of the network along with the hardware and software to stay in line with the upgraded 9-1-1 system. The one negative to obtaining any grant funding is the employee time spent in overseeing the grant and submitting regular reports 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:

Acceptance of this one-time grant will provide \$215,701 for monthly recurring costs, 9-1-1 equipment, maintenance, and support. There is no city-match requirement. The second portion of this grant, that covers expenses for years 2 through 5, will be applied for in FY2025. If the second portion is not

awarded to the City of Surprise, there will be a \$200,000 per year expense from the General Fund for years 2 through 5.

Budget Impact:

The FY2024 adopted budget did not include appropriations for revenue and expenses related to the Arizona Department of Administration grant award to the Police Department. Acceptance of this grant will require a movement of budget authority in the amount of \$215,800 to the Grants Fund to Project G31450. 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. 911-FY24_Grant Agreement Surprise (002)2
 2. 23.12.19 Res 2024-08 Arizona Department of Administration 911 Grant FINAL
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ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-24-B6

This Grant Agreement (“**Agreement**”) is between the City of Surprise, acting as System Administrator, (“**Grantee**”), participating and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), (sometimes, individually, a “**Party**,” or collectively, “**Parties**”).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on January 1, 2024 and terminate on June 30, 2024. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
 - 5.1. Grantee agrees that grant funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines and special conditions. ADOA supports the use of these funds in accordance with the ARS § 41-704 for activities such as:
 - 5.1.1. Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
 - 5.1.2. Facilitate the migration of the State’s PSAPs to the Next Generation of 9-1-1 capability
 - 5.1.3. Migration to an Emergency Services IP-enabled (ESINet) network
 - 5.1.4. Establishment of IP-backbone networks, connectivity, and application layer software infrastructure needed to interconnect the multitude of emergency response organizations statewide
 - 5.1.5. Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.
 - 5.1.6. The National Emergency Number Association (NENA) defines NG9-1-1 as: “An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected

communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations.”

- 5.2. Grantee agrees that the following activities will be reimbursed only through Administrative Cost and subject to the aggregate limitation on such costs:
- 5.2.1. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator’s agency.
- 5.2.2. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.
- 5.2.3. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.
- 5.2.4. Supplies. Costs associated with supplies related to System Administration functions.
- 5.2.5. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.
- 5.3. Grantee agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
- 5.4. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 5.5. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.
- 5.6. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.
- 5.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 5.8. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.
- 5.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 5.10. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- 5.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.
- 5.12. Required activity and financial reports are submitted according to the following schedule(s):

	ACTIVITY REPORTS	
	Report Due:	Due Date:
	GIS Accuracy Report	June 25, 2023

*More frequent reports may be required for GRANTEES who are considered high risk.

6. Responsibilities of the State:

- 6.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed \$215,701 in state funds.
- 6.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.
- 6.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$212,158.00
Construction	\$0.00
Other Costs	\$3,543.00
Total	\$215,701.00

UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

- 7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other “records” relating to the acquisition and performance of the agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.
- 7.2. Non-Discrimination. The grantee shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.
- 7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities, and the grantee’s processes or services, at reasonable times for inspection of the facilities or Materials covered under this award as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees facilities nor Materials testing shall constitute final acceptance of the Materials or Services.

- 7.5. Advertising, Publishing and Promotion of Award. The grantee shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.
8. Federal Immigration and Nationality Act. Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of grantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.
9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
- 10.1.1. Accept a decrease in award offered to the grantee;
 - 10.1.2. Cancel the award; or
 - 10.1.3. Cancel the award and re-solicit the requirements.
11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Grantee further warrants that its key personnel will maintain any and all certifications relevant to their work, and grantee shall provide individual evidence of certification to State's authorized representatives upon request.
12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the Grants Administrator determines that grantee submitted an application with a false statement, or makes material misrepresentations during the performance of the award, the Grants Administrator may determine that grantee has materially breached the agreement and may void the submitted application and any resulting agreement.
13. Agreement Termination
- 13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.
 - 13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
14. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

15. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).
16. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
18. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
19. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.
20. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
21. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
22. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
23. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
24. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
25. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
26. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
27. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
28. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

29. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
30. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

City of Surprise (Surprise Police Department)
14250 W Statler Plz.
Suite 103
Surprise, AZ 85374
ATTENTION: Rey Sanchez

Arizona Department of Administration
Arizona 9-1-1 Program

**GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.
2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.
3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.
4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: <https://gao.az.gov>
5. GRANTEE agrees to share GIS data, at minimum, once per quarter (4) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.
6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.
7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

_____	_____
Authorized Signatory	Date

Printed Name and Title

_____	_____
Additional signature(s) if required by political subdivision	Date

_____	_____
Printed Name and Title	Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

_____	_____
Arizona 9-1-1 Program	Date
Arizona Department of Administration	

RESOLUTION # 2024-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO THE ARIZONA 9-1-1 PROGRAM GRANT AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF ADMINISTRATION TO ACCEPT GRANT FUNDING AND AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$215,800 FROM GENERAL CONTINGENCY TO THE GRANTS FUND TO PROJECT G31450 FOR NEXT GENERATION 9-1-1 EQUIPMENT, NETWORK, MAINTENANCE, HARDWARE, SOFTWARE, AND SUPPORT.

WHEREAS, the State of Arizona Department of Administration has awarded the City of Surprise Police Department a grant for the adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network maintenance, and hardware support.

WHEREAS, the City of Surprise Police Department desires to accept the award and enter into the grant agreement;

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 Arizona 9-1-1 Grant Agreement between the city of Surprise and the Arizona Department of Administration attached as Exhibit B is 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.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-08
Exhibit A

1. Appropriation - The allocation below represents a movement of budget in the amount of \$215,800 from General Contingency to the Grants Fund to project G31450. The FY2024 adopted budget did not include appropriations for revenue and expenses related to the Arizona Department of Administration grant award to the Police Department. 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	#G31450 FY24 Arizona 9-1-1 Program	E	-	215,800	215,800
Grants	Police	#G31450 FY24 Arizona 9-1-1 Program	R	-	215,800	215,800
Contingency	General Operations	Contingency	E	71,508,300	(215,800)	71,292,500
Contingency	General Operations	Other	R	75,993,900	(215,800)	75,778,100
Expense Total				71,508,300	-	71,508,300
Revenue Total				75,993,900	-	75,993,900

RESOLUTION # 2024-08

Exhibit B

**GRANT AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA
DEPARTMENT OF ADMINISTRATION**



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024
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 acceptance of the Subgrant Award Agreement with the State of Arizona by the Arizona Department of Public Safety for a Victims of Crime Act (VOCA) Grant and amending the Fiscal Year 2024 budget by moving budget authority of \$140,300 from General Contingency to project G31252 in the Grants Fund; Resolution #2024-07.

Motion:

I move to approve Resolution #2024-07.

Background:

The Surprise Police Department has been awarded a federal grant in the amount of \$140,256 for a one-year performance period for salary expenses of the Department's Victim Assistance Program coordinator and a part-time (.7 FTE) victim advocate, and training, phones and computer equipment for Victim Assistance Program employees and volunteers. Services covered by the grant and provided by the Victim Assistance Unit include: response to emotional and physical needs of crime victims; assist primary and secondary victims of crime to stabilize their lives after a victimization; assist victims to understand and participate in the criminal justice system; and provide victims of crime with a measure of safety and security. The grant also provides for training, phones and computer equipment for employees and volunteers of the victims.

Objective Analysis:

The grant pays a portion of the salaries of the current victim advocate coordinator and one part-time victim advocate and provides funding for training, phones and computer equipment for employees and volunteers within the Victim Assistance Unit. The grant does have a 20% match requirement; however, there are no significant grant requirements other than the time spent reporting to the grant agency.

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:

Acceptance of this one-time grant agreement will provide funding in FY2024 for personnel, supplies,

services and other expenses. Per the agreement, the grant award is as follows: \$140,256 grant funding and \$35,064 City-match of which \$14,961 will be met with in-kind volunteer hours.

Budget Impact:

Acceptance of this grant will amend the FY2024 budget by moving budget authority in the amount of \$140,300 from the General Contingency to project G31252 in the Grants 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. 23.12.19 Res 2024-07-Budget Amendment VOCA FINAL
 2. VOCA 100123 to 09302024accepted
-

RESOLUTION # 2024-07

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO THE SUBGRANT AWARD AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR A VOCA GRANT AND AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$140,300 FROM THE GENERAL CONTINGENCY TO PROJECT G31252 IN THE GRANTS FUND.

WHEREAS, the City has for years applied for and received grants through the Arizona Department of Public Safety (DPS) for the Police Department to provide victim services to crime victims pursuant to the Victims of Crime Act of 1984;

WHEREAS, DPS has tentatively awarded the City a grant in the amount of \$140,256 with a required match of \$20,103 and in-kind volunteer services of \$14,961;

WHEREAS, the City and the Police Department desire to accept this grant agreement;

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 Subgrant Award Agreement between the City of Surprise and the Arizona Department of Public Safety, attached as Exhibit B, is 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 agreement.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2024-07
Exhibit A

1. Appropriation - The allocation below represents a movement of budget in the amount of \$140,300 from the General Contingency to project G31252 in the Grants Fund to provide victim services to crime victims pursuant to Victims of Crime Act of 1984. 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	#G31252 FY24 VOCA	E	-	140,300	140,300
Grants	Police	#G31252 FY24 VOCA	R	-	140,300	140,300
Contingency	General Operations	Other	R	75,993,900	(140,300)	75,853,600
Contingency	General Operations	Contingency	E	71,508,300	(140,300)	71,368,000
Expense Total				71,508,300	-	71,508,300
Revenue Total				75,993,900	-	75,993,900

RESOLUTION # 2024-07
Exhibit B
Subgrant Award Agreement

ARIZONA DEPARTMENT OF PUBLIC SAFETY

**VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT# 15POVC-22-GG-00705-ASSI
CFDA #16.575
SUBGRANT AWARD AGREEMENT**

SUBRECIPIENT

AGENCY: City of Surprise Police Department

ADDRESS: 14250 W. Statler Plaza #103

CITY: Surprise

STATE: Arizona

ZIP: 85374-7481

PROJECT TITLE: Victim Assistance Unit- Surprise Police Department Renewal**AWARD AMOUNT:** \$140,256**REQUIRED MATCH (NON-FEDERAL SOURCE):** \$35,064**PROJECT PERIOD:** 10/01/2023 to 09/30/2024**PROJECT PURPOSE:** To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, U.S. Code, Title 34, Subtitle II, Chapter 201, Subchapter I, § 20101, et seq. as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the most recent version of the general conditions, which are incorporated here by reference, and certifications; the most recent version of the Department of Justice Grants Financial Guide; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 and supplemented by the Department of Justice in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements"); Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38 (as amended on May 4, 2016), 46, 61 Appendix D, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq.); the Age Discrimination Act of 1975 (42 USC § 6101-07 and 28 CFR § 42.700 et seq.); Title IX of the Education Amendments of 1972 (20 USC § 1681, 1683, 1685-86 and 28 CFR pt. 54); the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (34 USC § 10228(c) and 28 CFR § 42.201

et seq.); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, (34 USC § 11182(b)); Section 1407 of the Victims of Crime Act (VOCA) of 1984 (34 USC § 20110(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC § 12131-34 and 28 CFR pt. 35); and Partnerships with Faith-Based and Other Neighborhood Organizations (28 CFR pt. 38 and Executive Order 13279 as amended by Executive Order 13559); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay the subrecipient the AWARD AMOUNT in the below shown sums per periods listed:

Approved Budget

Federal VOCA Amount

Budget line items	10/1/2023 - 9/30/2024	10/1/2024 - 9/30/2025	10/1/2025 - 9/30/2026	Total
Personnel - Salary	\$96,193	\$0	\$0	\$96,193
Personnel - Fringe Benefits	\$36,023	\$0	\$0	\$36,023
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$3,722	\$0	\$0	\$3,722
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$4,318	\$0	\$0	\$4,318
Total	\$140,256	\$0	\$0	\$140,256

Match Amount

Budget line items	10/1/2023 - 9/30/2024	10/1/2024 - 9/30/2025	10/1/2025 - 9/30/2026	Total
Personnel - Salary	\$0	\$0	\$0	\$0
Personnel - Fringe Benefits	\$0	\$0	\$0	\$0
Volunteers	\$14,961	\$0	\$0	\$14,961
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0
Match Waiver	\$20,103	\$0	\$0	\$20,103
Total	\$35,064	\$0	\$0	\$35,064

For the Arizona Department of Public Safety:

Jeffrey Glover, Colonel
Director
Arizona Department of Public Safety

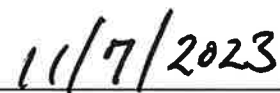
Date

For the Subrecipient:

Authorizing Official:



Benny Pina



Date

Approved as to form:

Attorney for Subrecipient (optional)



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024

Contact Person: Eric Boyles, ASSISTANT
DIRECTOR - FINANCE

Submitting Department: Transportation
Staff Recommendations:

District: Citywide

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to acceptance of the City's Arizona Lottery Fund (ALF) allotment for FY2024 in the amount of \$364,134; Resolution #2024-01.

Motion:

I move to approve Resolution # 2024-01.

Background:

Arizona Lottery Fund (ALF) is judicially mandated funding currently derived from Powerball lottery revenues to provide public transportation funding opportunities in Maricopa County. An allocation of \$11,200,000 has been made available for FY2023 distribution. The City of Surprise's eligible portion is \$364,134. The program was made "transit use only" so the funds can only be used for public transit or special needs transportation, sponsored by a local government. There is no local match requirement associated with ALF funds; other funds are called out in the application to highlight the City's contribution to transit services. This year's application is for the City contracted Regional Paratransit service, RideChoice services and the City's portion of the Surprise's 571 express bus service. These state funds will be used to meet the City Council Strategic Planning Transportation goals. After submission of the application for funding, the City will receive the requested funds in the amount of \$364,134. The proposed resolution authorizes the application and acceptance of the funds upon receipt and reallocates budget authority from the Contingency Fund to the Lottery Fund.

Objective Analysis:

Arizona Lottery Funds allow the City to leverage general fund dollars to other City priorities without jeopardizing transit service to the Surprise residents on average in the amount of \$360,000 annually. By not accepting these funds, and if the City wanted to maintain the current level of service in its transit programs the City would have to increase its general fund obligations on average an additional \$360,000.

Policy Compliant:

This action is consistent with Council Strategic Plan goal identifying funding sources for the transportation system.

Financial Impact:

The approval of this item will allow the City to formally receive ALF funding in the amount of \$364,134 for FY2024 to support public transportation services.

Budget Impact:

The FY2024 budget was adopted including revenue and expense allocations of \$400,000 within the Arizona Lottery Fund for transit services.

FTE Impact:

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

ATTACHMENTS:

1. Signed Application
 2. 23.12.06 Resolution 2024-01_klt
-

ALF GRANT APPLICATION FOR FISCAL YEAR 2023-24

SECTION I: APPLICANT INFORMATION

Applicant: City of Surprise Contact: Kristen Taylor

Address: 16000 N. Civic Center Plaza Phone: 623-222-6021

Surprise, AZ 85374 Fax: _____

e-mail address: kristen.taylor@surpriseaz.gov

SECTION II: FUNDING REQUEST

Project Funding Summary (include funding from all project applications)

a. Total all ALF Being Requested for Transit Projects (from Project Forms)	\$	364,134
b. Total Other Funds included in the Projects (from Project Forms)		\$834,839
c. Grand Total all Funds		\$1,198,973

SECTION III: PRIOR YEAR ALF PROJECT STATUS

Funding is available for two years unless an extension is requested. Funding that is not spent within two years is subject to possible redistribution through the annual distribution process to other jurisdictions.

1. Have ALF distributions received by your jurisdiction on or before June 30, 2022 been expended?

Yes X No _____

2. If the funds have been expended, were they spent on the projects as indicated in prior applications?

Yes X No _____

3. If the funds described above have not been expended, what is your ALF fund balance?

\$ 0.00

4. If the answer to lines 1 or 2 are no, provide a brief description of why the funds were not expended or were not expended on projects originally submitted in an application and explain when the funds are planned to be expended.

Authorized chief financial officer signature:

DocuSigned by:

Andrea Davis

E2E4EE750061449...

Date: 12/12/2023 | 12:48 PM MST

CFO/Deputy City Manager

Title

Authorized jurisdictional signature**:

DocuSigned by:

Bob Wingenroth

C8B99B0184594BA...

Date: 12/12/2023 | 16:39 PM MST

City Manager

Title

****Signatory should be city, town or county manager or program director.**

**ALF GRANT APPLICATION FOR
FISCAL YEAR 2023-24**

SECTION I: APPLICANT INFORMATION

Applicant: _____ City of Surprise _____	Contact: _____ Kristen Taylor _____
---	-------------------------------------

SECTION II: PROJECT REQUEST(S)

1. Transit Project

a. Project Title:	_____ City of Surprise Transit Operations _____
b. Project Location:	_____ City of Surprise _____
c. Project Description:	_____ The City of Surprise plans to use all ALF funds to help with bus operations in the City of Surprise. Currently, Surprise operates Express Route 571, along with funding Paratransit and RideChoice programs. _____ _____ _____
Additional project information may be attached.	
d. ALF funding requested (also include on line 2a)	_____ \$364,134 _____
e. Other Funds included in the Project (include on line 2b on page 1)	_____ \$834,839 _____
f. Total Project Cost	_____ \$1,198,973 _____
g. Type of Project:	☐ Planning ☐ Capital ☒ Operations ☐ Other _____
h. Is the project included in the Regional Transportation Plan? (Yes or No)	_____ Yes _____
i. Is the project included in the TIP or UPWP? (Yes or No)	_____ Yes _____

2. Transit Project

a. Project Title:	_____
b. Project Location:	_____
c. Project Description:	_____
_____ _____ _____	
Additional project information may be attached.	
d. CFO/Deputy City Manager	_____ \$ _____
e. Other Funds included in the Project (include on line 2b on page 1)	_____ \$ _____
f. Total Project Cost	_____ \$ _____
g. Type of Project:	☐ Planning ☐ Capital ☐ Operations ☐ Other _____
h. Is the project included in the Regional Transportation Plan? (Yes or No)	_____
i. Is the project included in the TIP or UPWP? (Yes or No)	_____

RESOLUTION # 2024-01

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACCEPT AN ALLOCATION OF ARIZONA LOTTERY FUNDS FROM THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY IN THE AMOUNT OF \$364,134.

WHEREAS, the Regional Public Transportation Authority (“RPTA”) is awarding funding for local transit projects relating to all aspects of transit services;

WHEREAS, upon application, the Arizona State Legislature has authorized an allocation of Arizona Lottery Funds (“ALF”) to the City of Surprise to fund transit activities in the amount of \$364,134.00;

WHEREAS, the FY2024 budget, including the FY2024 Contract Awarding Authority List, was adopted by Council Resolution # #2023-85 on June 6, 2023;

WHEREAS, the FY2024 adopted budget includes revenue and expense allocations of \$364,134 within the City’s ALF fund for transit services;

WHEREAS, the Council desires to accept the ALF allocation in the amount of Three Hundred Sixty-Four Thousand One Hundred Thirty-Four Dollars (\$364,134.00);

WHEREAS, this is the same amount RPTA awarded to the City for FY 2023 and will not necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for acceptance of these funds.

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

Section 1. The City of Surprise hereby authorizes the City Manager or his designee to accept ALF award for FY2024 and receive funds in the amount of \$364,134.00 from the Regional Public Transit Authority.

APPROVED AND ADOPTED this ____ day of _____, 2024.

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: January 2, 2024 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Consideration and action pertaining to acceptance of a Water Line Easement from Mr. and Mrs. Ricigliano, in the general vicinity of San Ysidro and 156th Avenue.

Motion:

I move to accept the Water Line Easement from Mr. and Mrs. Ricigliano.

Background:

Enclave has requested a water line easement from the adjacent landowners. The easement will give the rural residential properties to the east of Enclave the ability to connect to the City's water system in the future.

Objective Analysis:

Approval of this item will allow the City the ability to connect the residential properties east of Enclave to the City's water system.

Policy Compliant:

Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic 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 currently no budgetary impact related to approval of this item. The City will plan for future O&M when the water line is in place and is accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. Ricigliano water line easement
 2. Ricigliano Water Line Easement - CC 01.02.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

WATER LINE EASEMENT

This Water Line Easement (the "Easement") Agreement is executed this 30 day of October, 2023, by and between Daryl J Ricigliano and Marylou Ricigliano, husband and wife, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Deed # 2012-0163740, public records of Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive water line easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".
- C. NOW, THEREFORE, for and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:
 - a. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area (provided that this easement shall not prohibit the Grantor and Grantor's occupants from maintaining improvements in the Easement Area so long as such improvements do not interfere with Grantee's construction, installation, maintenance and replacement of the water line) for installation and maintenance of a water line. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Areas. This Water Line Easement also includes ingress and egress to and from the Easement Areas in order to construct, install, maintain, repair and replace said water line.
 - b. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Areas pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement areas resulting from such entry, work or use; (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Areas; and (c) indemnify, defend and hold the Grantor harmless for, from and against any

claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person or property in caused by Grantee's negligent performance of such entry, work or use. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's property and their respective customers, agents, servants, employees, licenses and invitees in connection with its operations.

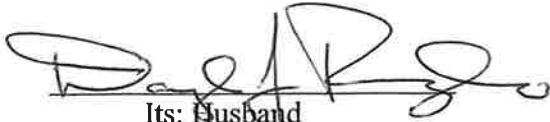
- c. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their administrator, personal representatives, successors and assigns.
- d. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Areas to the general public or any public purpose whatsoever.
- e. Exception. There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.
- f. Indemnification. Grantee shall indemnify Grantor from and against any loss, damage or injury of any kind or nature to any person or property arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, unless such loss, damage or injury was a result of the negligence or intentional conduct of Grantor.
- g. Miscellaneous. Headings in this Water Line Easement are for convenience only and shall not define or limit the provision hereof. This Water Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Water Line Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Water Line Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Sewer Line Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement as of the date above-written.

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement as of the date above-written.

GRANTOR:

Daryl J Ricigliano and Marylou Ricigliano


Its: Husband


Its: Wife

STATE OF Arizona)
)SS.
County of Maricopa)

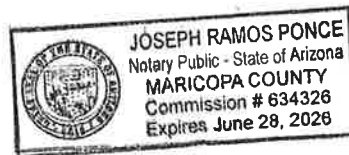
The foregoing instrument was acknowledged before me this 30 day of October, 2023, by Daryl Ricigliano known by me as N/A.



Notary Public

My Commission Expires:

June 28, 2026



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Skip Hall
Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__, by _____, known by my as the Mayor of the City of Surprise an
Arizona municipal corporation.

Notary Public

My Commission Expires:



Exhibit "A"
Surprise, AZ - APN 503-56-019
Water Easement

Job No. 21-0184

September 10, 2023

An Easement within a parcel of land as described in Document 2012-0163740 Maricopa County Recorders (MCR), located in the Northeast Quarter of Section 7, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

COMMENCING at the East quarter corner of said Section 7, being a brass cap flush, from which the Northeast corner of said Section 7, being a brass cap flush, bears North 00 degrees 12 minutes 49 seconds East, 2,638.25 feet (**Basis of Bearing**);

Thence along the South line of the Northeast Quarter of said Section 7, North 89 degrees 42 minutes 35 seconds West, 1796.06 feet;

Thence departing said South line, North 00 degrees 08 minutes 37 seconds West, 332.14 feet to the Southeast corner of said parcel being described 2012-0163740 MCR and the **POINT OF BEGINNING**;

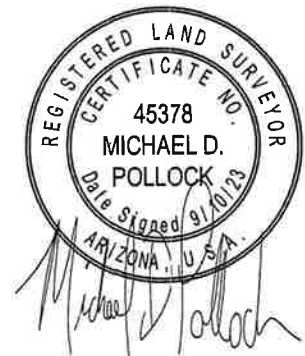
Thence along the South line of said parcel, North 89 degrees 43 minutes 02 seconds West, 176.86 feet to the Southwest corner of said parcel;

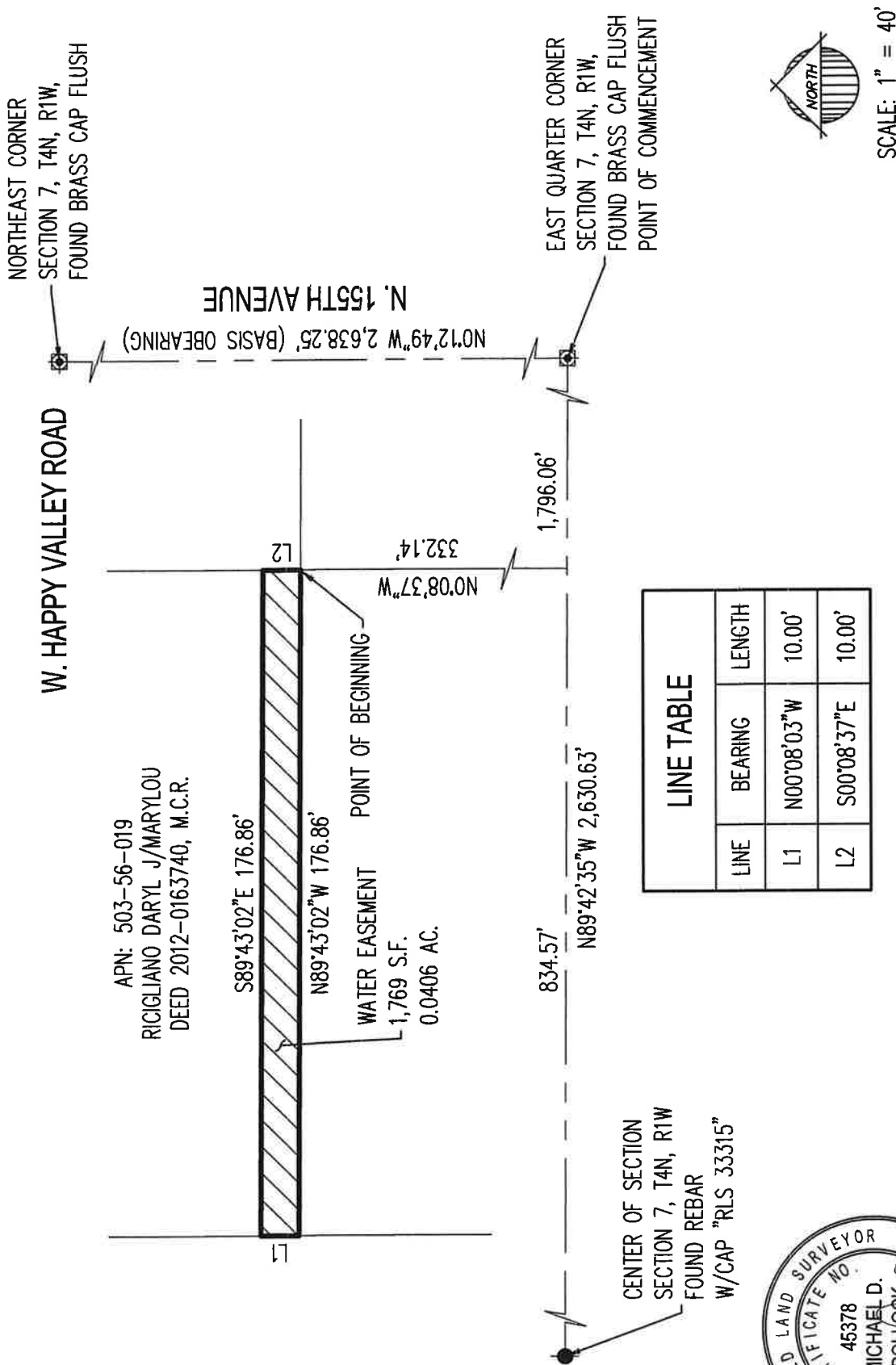
Thence along the West line of said parcel, North 00 degrees 08 minutes 03 seconds West, 10.00 feet;

Thence along the North line of the South 10.00 feet of said parcel, South 89 degrees 43 minutes 02 seconds East, 176.86 feet;

Thence along the East line of said parcel, South 00 degrees 08 minutes 37 seconds East, 10.00 feet to the **POINT OF BEGINNING**.

The Water Easement contains **1,769** square feet or **0.0406** acres, more or less.





LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°08'03"W	10.00'
L2	S00°08'37"E	10.00'



21-0184

Surprise, AZ - APN 503-56-019

Water Easement

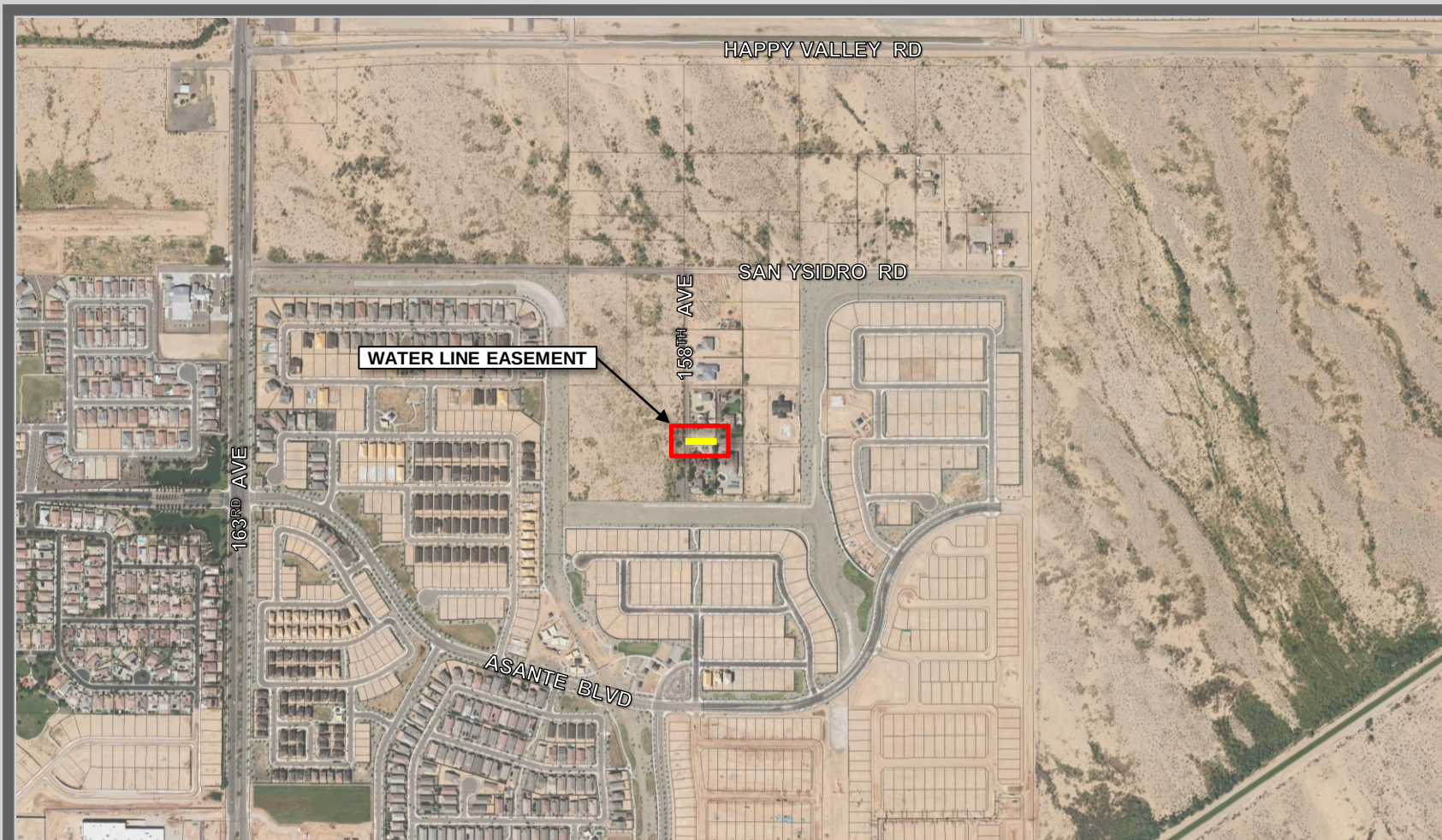
Exhibit "B"

1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com



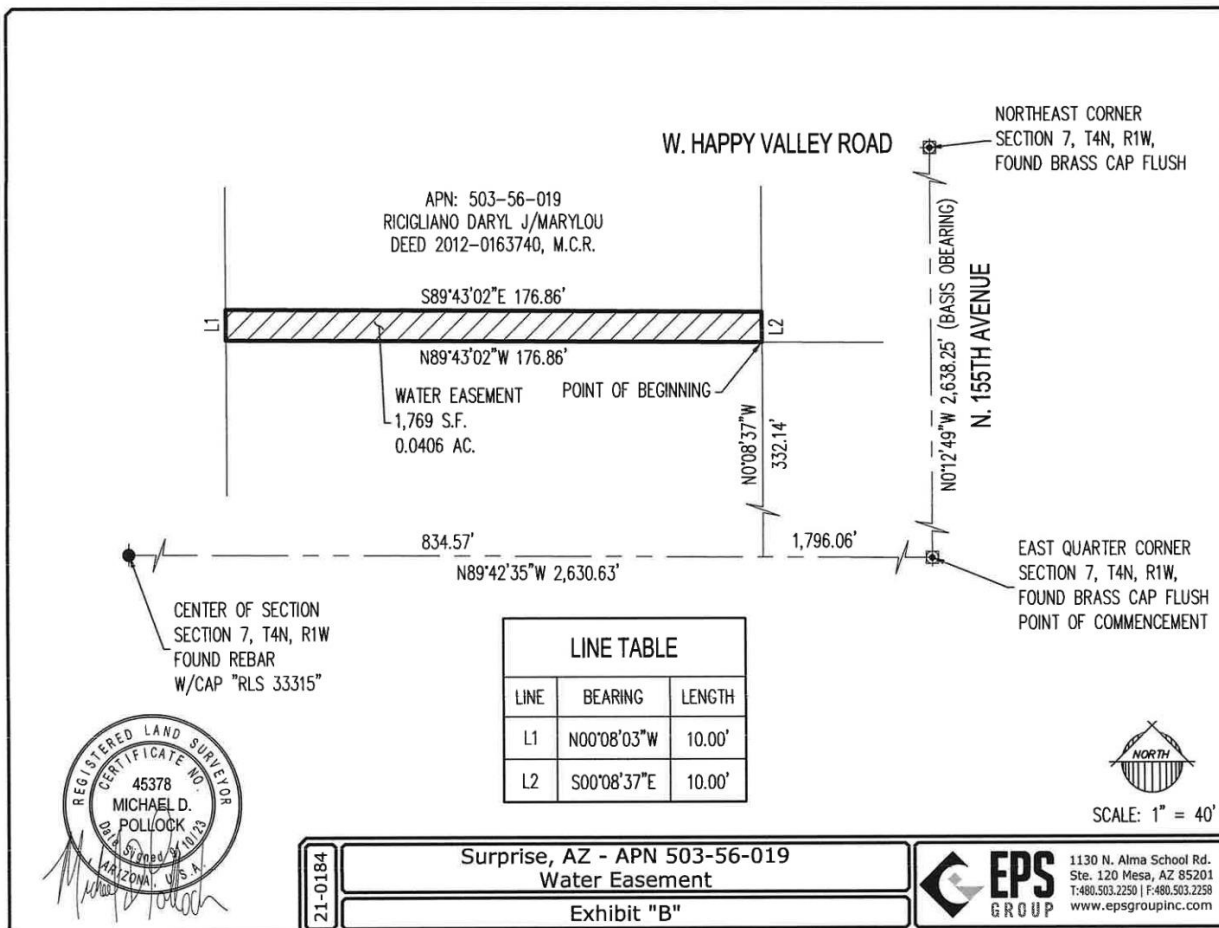
Ricigliano Water Line Easement

City Council – January 2, 2024



VICINITY MAP







QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Consideration and action pertaining to acceptance of a Water Line Easement from Mr. and Mrs. Burkhardt, in the general vicinity of San Ysidro and 156th Avenue.

Motion:

I move to accept the Water Line Easement from Mr. and Mrs. Burkhardt.

Background:

Enclave has requested a water line easement from the adjacent landowners. The easement will give the rural residential properties to the east of Enclave the ability to connect to the City's water system in the future.

Objective Analysis:

Approval of this item will allow the City the ability to connect the residential properties east of Enclave to the City's water system.

Policy Compliant:

Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic 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 currently no budgetary impact related to approval of this item. The City will plan for future O&M when the water line is in place and is accepted by the City.

FTE Impact:

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

ATTACHMENTS:

1. Burkhardt water line easement
 2. Burkhardt Water Line Easement - CC 01.02.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

WATER LINE EASEMENT

This Water Line Easement (the "Easement") Agreement is executed this 1st day of OCTOBER, 2023, by and between Dana Burkhardt and Richard Burkhardt, husband and wife, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Deed # 2021-0616001, public records of Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive water line easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".
- C. NOW, THEREFORE, for and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:
 - a. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area (provided that this easement shall not prohibit the Grantor and Grantor's occupants from maintaining improvements in the Easement Area so long as such improvements do not interfere with Grantee's construction, installation, maintenance and replacement of the water line) for installation and maintenance of a water line. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Areas. This Water Line Easement also includes ingress and egress to and from the Easement Areas in order to construct, install, maintain, repair and replace said water line.
 - b. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Areas pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement areas resulting from such entry, work or use; (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Areas; and (c) indemnify, defend and hold the Grantor harmless for, from and against any

claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person or property in caused by Grantee's negligent performance of such entry, work or use. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's property and their respective customers, agents, servants, employees, licenses and invitees in connection with its operations.

- c. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their administrator, personal representatives, successors and assigns.
- d. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Areas to the general public or any public purpose whatsoever.
- e. Exception. There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.
- f. Indemnification. Grantee shall indemnify Grantor from and against any loss, damage or injury of any kind or nature to any person or property arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, unless such loss, damage or injury was a result of the negligence or intentional conduct of Grantor.
- g. Miscellaneous. Headings in this Water Line Easement are for convenience only and shall not define or limit the provision hereof. This Water Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Water Line Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Water Line Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Sewer Line Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

GRANTOR:

Zamat Burkhardt

Its: ~~Husband~~ wife

[Handwritten signature]

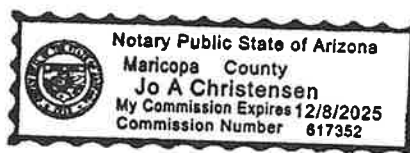
Its: Husband

)SS.

The foregoing instrument was acknowledged before me this 1st day of OCTOBER, 2023, by _____ known by me as JO A. CHRISTENSEN.


Notary Public

12/08/25



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

 Skip Hall
Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

 The foregoing instrument was acknowledged before me this ____ day of _____,
202____, by _____, known by my as the Mayor of the City of Surprise an
Arizona municipal corporation.

Notary Public

My Commission Expires:

Exhibit "A"
Surprise, AZ - APN 503-56-017
Water Easement

Job No. 21-0184

September 10, 2023

An Easement within a parcel of land as described in Document 2021-0616001 Maricopa County Recorders (MCR), located in the Northeast Quarter of Section 7, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

COMMENCING at the East quarter corner of said Section 7, being a brass cap flush, from which the Northeast corner of said Section 7, being a brass cap flush, bears North 00 degrees 12 minutes 49 seconds East, 2,638.25 feet (**Basis of Bearing**);

Thence along the South line of the Northeast Quarter of said Section 7, North 89 degrees 42 minutes 35 seconds West, 1796.06 feet to the Southeast corner of said parcel being described in Document 2021-0616001 MCR;

Thence along the East line of said parcel, North 00 degrees 08 minutes 37 seconds West, 322.14 feet to the **POINT OF BEGINNING**;

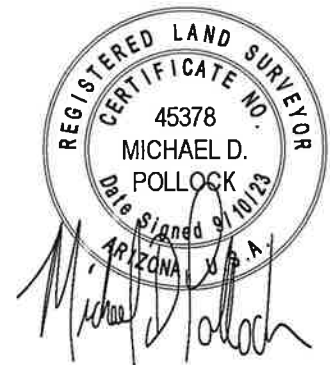
Thence along the South line of the North 10.00 feet of said parcel, North 89 degrees 43 minutes 02 seconds West, 176.86 feet;

Thence along the West line of said parcel, North 00 degrees 08 minutes 03 seconds West, 10.00 feet to the Northwest corner of said parcel;

Thence along the North line of said parcel, South 89 degrees 43 minutes 02 seconds East, 176.86 feet to the Northeast corner of said parcel;

Thence along the East line of said parcel, South 00 degrees 08 minutes 37 seconds East, 10.00 feet to the **POINT OF BEGINNING**.

The Water Easement contains **1,769** square feet or **0.0406** acres, more or less.



NORTHEAST CORNER
SECTION 7, T4N, R1W,
FOUND BRASS CAP FLUSH

W. HAPPY VALLEY ROAD

WATER EASEMENT
1,769 S.F.
0.0406 AC.

S89°43'02"E 176.86'

N89°43'02"W 176.86'

POINT OF BEGINNING

APN: 503-56-017
BURKHARDT DANA/RICHARD
DEED 2021-0616001, M.C.R.

834.57'

N89°42'35"W 2,630.63'

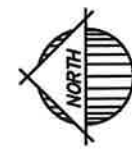
1,796.06'

N0°12'49"W 2,638.25' (BASIS OBEARING)

EAST QUARTER CORNER
SECTION 7, T4N, R1W,
FOUND BRASS CAP FLUSH
POINT OF COMMENCEMENT

CENTER OF SECTION
SECTION 7, T4N, R1W
FOUND REBAR
W/CAP "RLS 33315"

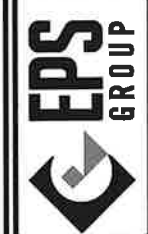
LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°08'03"W	10.00'
L2	S00°08'37"E	10.00'



SCALE: 1" = 40'

Surprise, AZ - APN 503-56-017
Water Easement

Exhibit "B"



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

21-0184

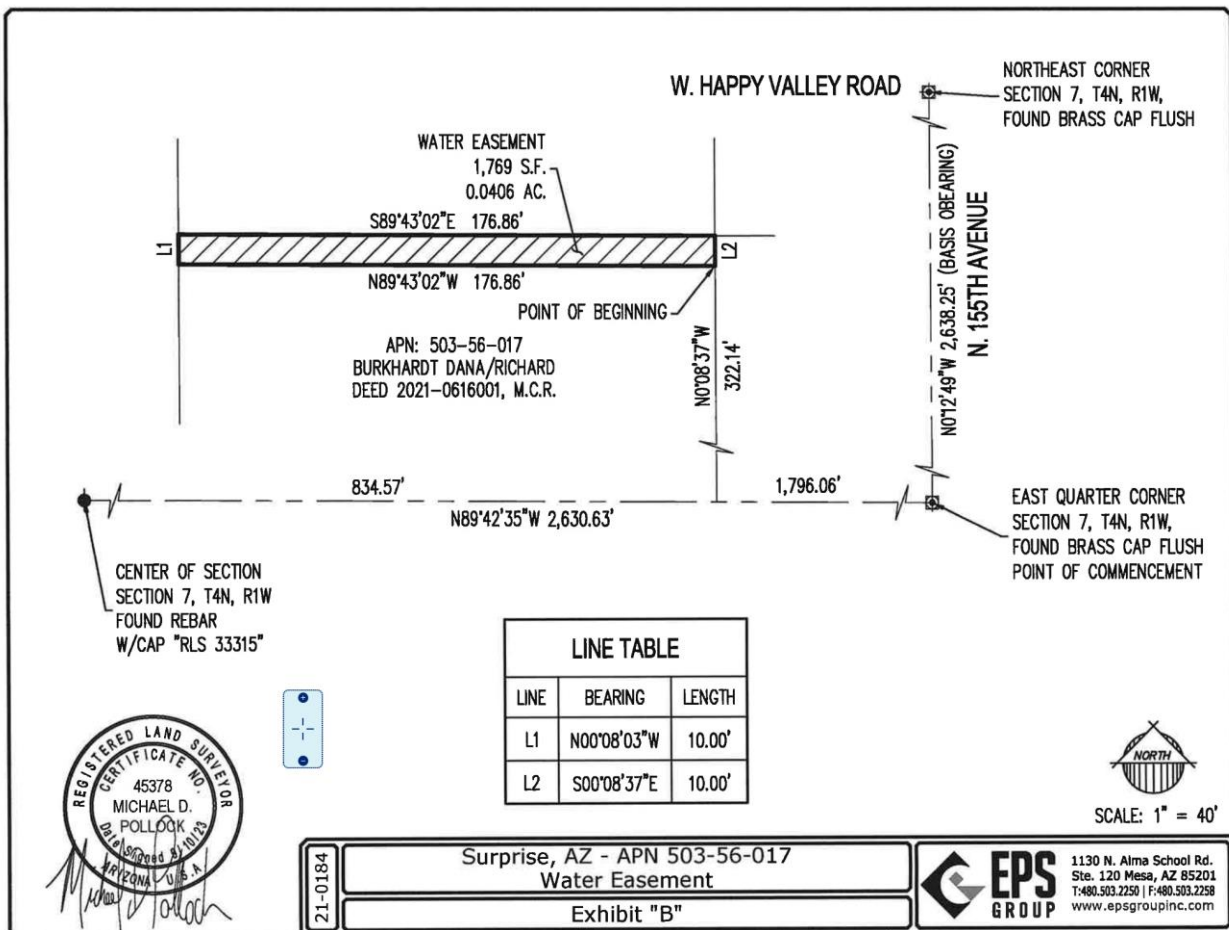


Burkhardt Water Line Easement

City Council – January 2, 2024



VICINITY MAP





SURPRISE
ARIZONA

QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Consideration and action pertaining to acceptance of a Water Line Easement from Mr. Richard Comroe, in the general vicinity of San Ysidro and 156th Avenue.

Motion:

I move to accept the Water Line Easement from Mr. Richard Comroe.

Background:

Enclave has requested a water line easement from the adjacent landowners. The easement will give the rural residential properties to the east of Enclave the ability to connect to the City's water system in the future.

Objective Analysis:

Approval of this item will allow the City the ability to connect the residential properties east of Enclave to the City's water system.

Policy Compliant:

Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic 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 impact as additional resources are needed to provide city services.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. Comroe water line easement
 2. Comroe Water Line Easement - CC 01.02.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

WATER LINE EASEMENT

This Water Line Easement (the "Easement") Agreement is executed this 15th day of September, 2023, by and between Richard A Comroe, and unmarried man, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Deed # 2010-149517, public records of Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive water line easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".
- C. NOW, THEREFORE, for and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:
 - a. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area (provided that this easement shall not prohibit the Grantor and Grantor's occupants from maintaining improvements in the Easement Area so long as such improvements do not interfere with Grantee's construction, installation, maintenance and replacement of the water line) for installation and maintenance of a water line. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Areas. This Water Line Easement also includes ingress and egress to and from the Easement Areas in order to construct, install, maintain, repair and replace said water line.
 - b. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Areas pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement areas resulting from such entry, work or use; (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Areas; and (c) indemnify, defend and hold the Grantor harmless for, from and against any

claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person or property in caused by Grantee's negligent performance of such entry, work or use. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's property and their respective customers, agents, servants, employees, licenses and invitees in connection with its operations.

- c. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their administrator, personal representatives, successors and assigns.
- d. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Areas to the general public or any public purpose whatsoever.
- e. Exception. There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.
- f. Indemnification. Grantee shall indemnify Grantor from and against any loss, damage or injury of any kind or nature to any person or property arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, unless such loss, damage or injury was a result of the negligence or intentional conduct of Grantor.
- g. Miscellaneous. Headings in this Water Line Easement are for convenience only and shall not define or limit the provision hereof. This Water Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Water Line Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Water Line Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Sewer Line Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement as of the date above-written.

GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Skip Hall
Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__, by _____, known by my as the Mayor of the City of Surprise an
Arizona municipal corporation.

Notary Public

My Commission Expires:

Exhibit "A"
Surprise, AZ - APN 503-56-016
Water Easement

Job No. 21-0184

September 10, 2023

An Easement within a parcel of land as described in Document Number 2020-0117381 Maricopa County Records (MCR), relocated in the Northeast Quarter of Section 7, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

COMMENCING at the East quarter corner of said Section 7, being a brass cap flush, from which the Northeast corner of said Section 7, being a brass cap flush, bears North 00 degrees 12 minutes 49 seconds West, 2,638.25 feet (**Basis of Bearing**);

Thence along the South line of the Northeast Quarter of said Section 7, North 89 degrees 42 minutes 35 seconds West, 1796.06 feet to the Southwest corner of said parcel described in Document Number 2020-0117381 MCR;

Thence along the West line of said parcel, North 00 degrees 08 minutes 37 seconds West, 322.14 feet to the **POINT OF BEGINNING**;

Thence continuing along said West line, North 00 degrees 08 minutes 37 seconds West, 10.00 feet to the Northwest corner of said parcel;

Thence along the North line of said parcel, South 89 degrees 43 minutes 02 seconds East, 151.89 feet to the Northeast corner of said parcel;

Thence along the East line of said parcel, South 00 degrees 08 minutes 51 seconds East, 10.00 feet;

Thence along the South line of the North 10.00 feet of said parcel, North 89 degrees 43 minutes 02 seconds West, 151.89 feet to the **POINT OF BEGINNING**.

The Water Easement contains **1,519** square feet or **0.0349** acres, more or less.



W. HAPPY VALLEY ROAD

NORTHEAST CORNER
SECTION 7, T4N, R1W,
FOUND BRASS CAP FLUSH

WATER EASEMENT
1,519 S.F.
0.0349 AC.

S89°43'02"E 151.89'

N89°43'02"W 151.89'

POINT OF BEGINNING

APN: 503-56-016
COMROE RICHARD A
DEED 2020-0117381, M.C.R.

322.14'
N0°08'37"W

834.57'

CENTER OF SECTION
SECTION 7, T4N, R1W
FOUND REBAR
W/CAP "RLS 33315"

1,796.06'

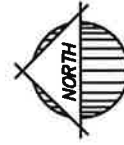
N89°42'35"W 2,630.63'

EAST QUARTER CORNER
SECTION 7, T4N, R1W,
FOUND BRASS CAP FLUSH
POINT OF COMMENCEMENT

N0°12'49"W 2,638.25' (BASIS OBEARING)
N. 155TH AVENUE

LINE TABLE

LINE	BEARING	LENGTH
L1	N00°08'37"W	10.00'
L2	S00°08'51"E	10.00'



SCALE: 1" = 40'

Surprise, AZ - APN 503-56-016
Water Easement

21-0184



1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

Exhibit "B"



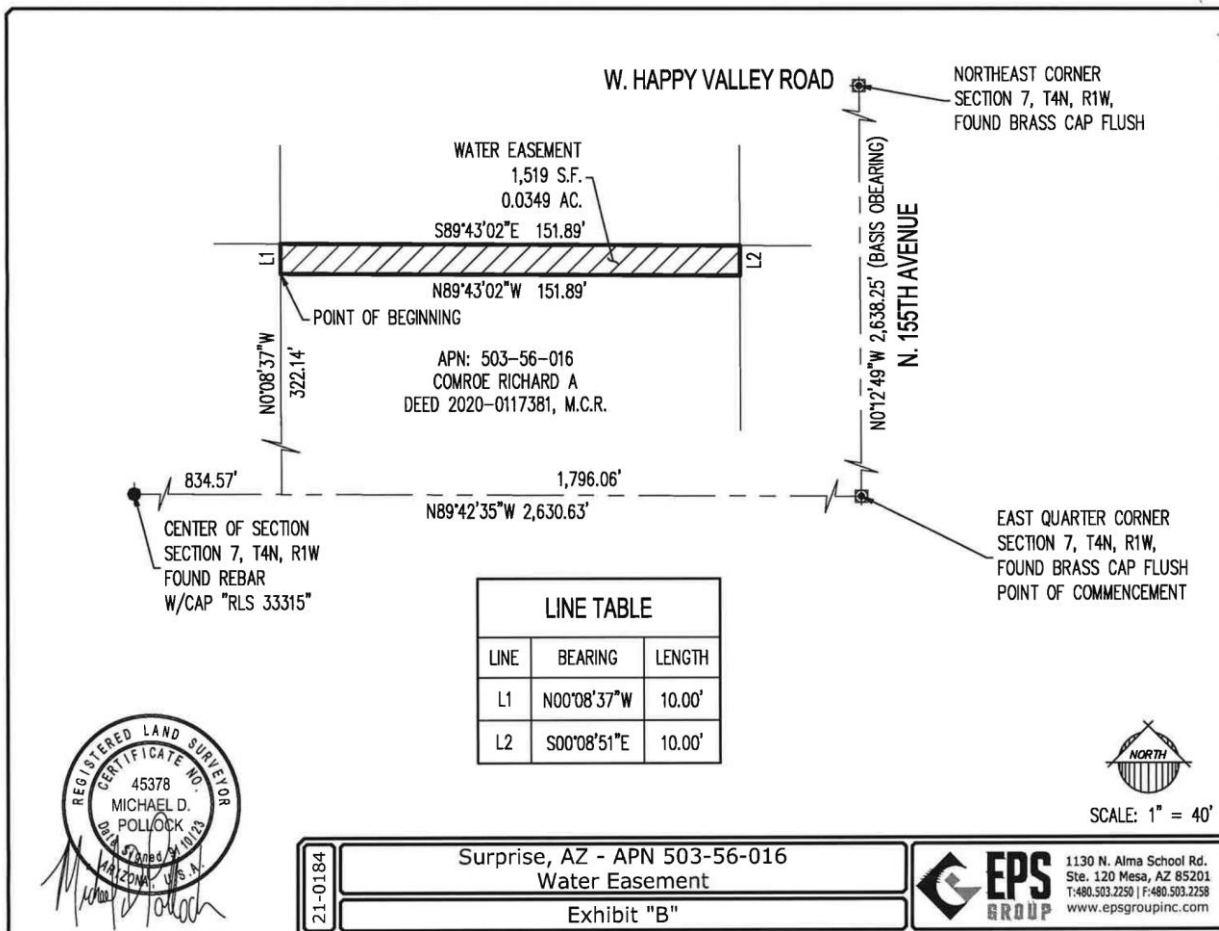
Comroe Water Line Easement

City Council – January 2, 2024



VICINITY MAP







QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 6
Staff Recommendations:

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

Consideration and action pertaining to acceptance of a Fire Hydrant Easement from Evergreen-Desert Cove & Litchfield LLC, in the general vicinity of Desert Cove and Litchfield.

Motion:

I move to accept the Fire Hydrant Easement from Evergreen-Desert Cove & Litchfield LLC.

Background:

Evergreen Hardware is required to put a right turn lane in their development. The road is already developed with waterlines and fire hydrants in place. Because the turn lane will need to be located in the same area as the already existing fire hydrant, the fire hydrant must be relocated, and an easement granted to the City.

Objective Analysis:

Approval of this item will allow the City to maintain access to the fire hydrant that is being relocated due to development requirements.

Policy Compliant:

Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic 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 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. Fire hydrant easement - City of Surprise - Evergreen Executed 11.28.23
 2. Evergreen-Desert Cove Fire Hydrant Easement - CC 01.02.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

FIRE HYDRANT EASEMENT

This Fire Hydrant Easement (the "Easement") Agreement is executed this ____ day of _____, 20__ by and between Evergreen-Desert Cove & Litchfield Land LLC, An Arizona limited liability company, hereinafter referred to a "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in deed # 2022-748573, public records of Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive Fire hydrant easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A and depicted on Exhibit "B."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

1. Easement. Grantors hereby grant and convey to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area permitting Grantee to enter the Easement Area to move two fire hydrants and perform all related work. Grantors shall not erect or construct or permit to be erected or constructed any structure within the Easement Area, provided, however, Grantors shall have the right to construct and erect fences and walls, to install landscaping and to establish other uses which are not inconsistent with and do not unreasonably interfere with Grantee's use of the easement granted hereunder.

2. Runs With the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of Grantors, Grantee and their respective heirs, administrator, personal representatives, successors and assigns.

3. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.

4. Miscellaneous. Headings in this Easement are for convenience only and shall not define or limit the provisions hereof. This Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantor or the Grantee. This Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTOR:

EVERGREEN-DESERT COVE & LITCHFIELD LAND, L.L.C., an Arizona limited liability company

By: Evergreen Development Company-2022, L.L.C., an Arizona limited liability company
Its: Manager

By: Evergreen Devco, Inc., a California corporation
Its: Manager

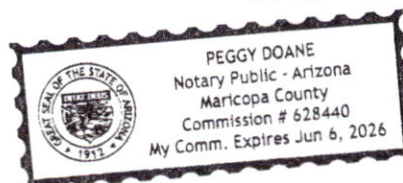
By: [Signature]
Name: Laura Ortiz
Its: President

STATE OF Arizona)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 27th day of November, 2023, by Laura Ortiz, known by my as President.

Peggy Doane
Notary Public

My Commission Expires:
June 6, 2023



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Skip Hall

Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__, by _____, known by my as the Mayor of the City of Surprise an
Arizona municipal corporation.

Notary Public

My Commission Expires:

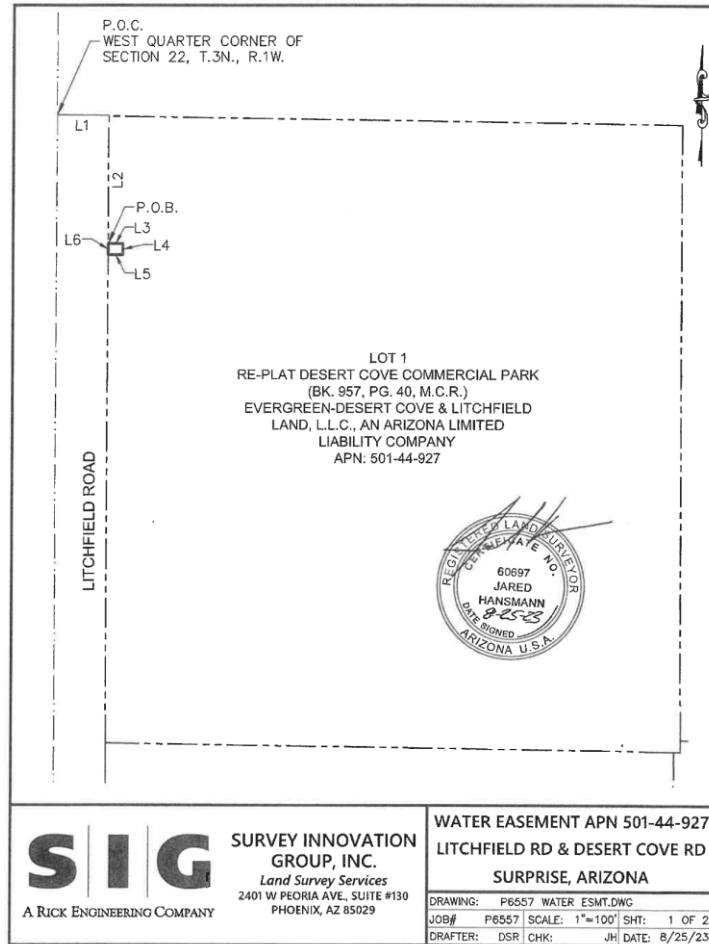


Evergreen-Desert Cove Fire Hydrant Easement

City Council – January 2, 2024



VICINITY MAP



EXHIBIT



QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 6
Staff Recommendations:

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

Consideration and action pertaining to acceptance of a Water Line Easement from Evergreen-Desert Cove & Litchfield, LLC, in the general vicinity of Desert Cove and Litchfield.

Motion:

I move to accept the Water line Easement from Evergreen-Desert Cove & Litchfield, LLC.

Background:

Evergreen Hardware is required to put a right turn lane in their development. The road is already developed with waterlines and fire hydrants in place. Because the turn lane will need to be located in the same area as the already existing fire hydrant and water line, the fire hydrant and water line must be relocated, and an easement granted to the City.

Objective Analysis:

Approval of this item will allow the City to maintain access to the water line that services the fire hydrant which is being relocated due to development requirements.

Policy Compliant:

Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic 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 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. Water Line Easement - City of Surprise - Evergreen Executed 11.28.23
 2. Evergreen-Desert Cove Water Line Easement - CC 01.02.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

WATER LINE EASEMENT

This Water Line Easement (the "Easement") Agreement is executed this ____ day of _____, 202____, by and between Evergreen-Desert Cove & Litchfield Land, LLC, an Arizona limited liability company, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Deed # 2022-748573, public records of Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive water line easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".
- C. NOW, THEREFORE, for and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:
 - a. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area (provided that this easement shall not prohibit the Grantor and Grantor's occupants from maintaining improvements in the Easement Area so long as such improvements do not interfere with Grantee's construction, installation, maintenance and replacement of the water line) for installation and maintenance of a water line. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Areas. This Water Line Easement also includes ingress and egress to and from the Easement Areas in order to construct, install, maintain, repair and replace said water line.
 - b. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Areas pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement areas resulting from such entry, work or use; (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Areas; and (c) indemnify, defend and hold the Grantor harmless for, from and against any

claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person or property in caused by Grantee's negligent performance of such entry, work or use. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's property and their respective customers, agents, servants, employees, licenses and invitees in connection with its operations.

- c. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their administrator, personal representatives, successors and assigns.
- d. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Areas to the general public or any public purpose whatsoever.
- e. Exception. There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.
- f. Indemnification. Grantee shall indemnify Grantor from and against any loss, damage or injury of any kind or nature to any person or property arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, unless such loss, damage or injury was a result of the negligence or intentional conduct of Grantor.
- g. Miscellaneous. Headings in this Water Line Easement are for convenience only and shall not define or limit the provision hereof. This Water Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Water Line Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Water Line Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Sewer Line Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Water Line Easement as of the date above-written.

GRANTOR:

EVERGREEN-DESERT COVE & LITCHFIELD LAND, L.L.C., an Arizona limited liability company

By: Evergreen Development Company-2022, L.L.C., an Arizona limited liability company
Its: Manager

By: Evergreen Devco, Inc., a California corporation
Its: Manager

By: [Signature]
Name: Laura Ortiz
Its: President

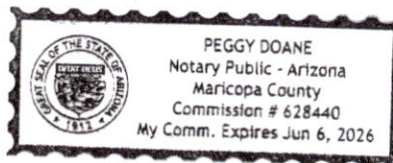
STATE OF Arizona)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 27th day of November, 2023, by Laura Ortiz, known by my as President.

Peggy Doane
Notary Public

My Commission Expires:

June 6, 2026



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

 Skip Hall
Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__, by _____, known by my as the Mayor of the City of Surprise an
Arizona municipal corporation.

Notary Public

My Commission Expires:

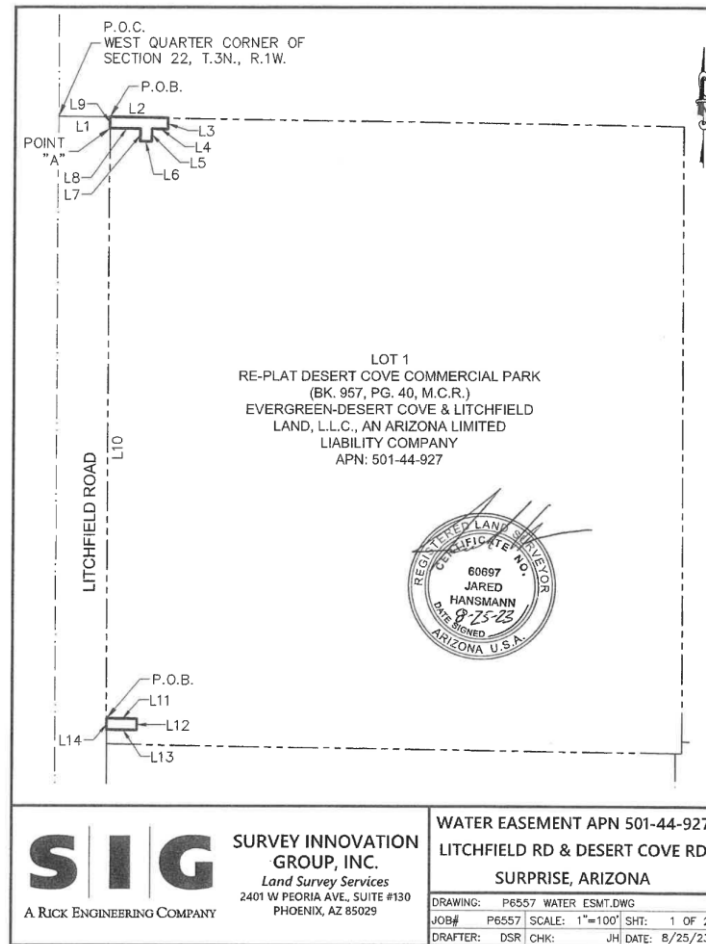


Evergreen-Desert Cove Water Line Easement

City Council – January 2, 2024



VICINITY MAP



EXHIBIT



QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Consideration and action pertaining to acceptance of a Water Line Easement from the Inman Family Trust, in the general vicinity of San Ysidro and 156th Avenue.

Motion:

I move to accept the Water Line Easement from the Inman Family Trust.

Background:

Enclave has requested a water line easement from the adjacent landowners. The easement will give the rural residential properties to the east of Enclave the ability to connect to the City's water system in the future.

Objective Analysis:

Approval of this item will allow the City the ability to connect the residential properties east of Enclave to the City's water system.

Policy Compliant:

Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic 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 impact as additional resources are needed to provide city services.

Budget Impact:

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

FTE Impact:

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

ATTACHMENTS:

1. Inman water line easement
 2. Inman Water Line Easement - CC 01.02.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

WATER LINE EASEMENT

This Water Line Easement (the "Easement") Agreement is executed this 29 day of September 2023, by and between Thomas Edward Inman Sr. and Georgette Marie Inman, Trustees of the Inman Family Trust, hereinafter referred to as "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in Deed # 2009-0786563, public records of Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive water line easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A" and depicted on Exhibit "B".
- C. NOW, THEREFORE, for and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties agree as follows:
 - a. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area (provided that this easement shall not prohibit the Grantor and Grantor's occupants from maintaining improvements in the Easement Area so long as such improvements do not interfere with Grantee's construction, installation, maintenance and replacement of the water line) for installation and maintenance of a water line. Grantor shall not erect or construct or permit to be erected or constructed any structure within the Easement Areas. This Water Line Easement also includes ingress and egress to and from the Easement Areas in order to construct, install, maintain, repair and replace said water line.
 - b. Restoration of Property. Grantee, its successors and assigns, or any other person or entity entering upon, performing any work within, or otherwise using the Easement Areas pursuant to the rights granted pursuant to this Easement shall (a) promptly repair and restore any damage to the Easement areas resulting from such entry, work or use; (b) promptly remove any mechanic's or materialmen's lien arising from any such work within the Easement Areas; and (c) indemnify, defend and hold the Grantor harmless for, from and against any

claims, liability, judgments, loss, cost or expense, including reasonable attorney's fees, solely to the extent arising from injuries to any person or property in caused by Grantee's negligent performance of such entry, work or use. Grantee will cause the least possible interference with the activities of Grantor, the occupants of Grantor's property and their respective customers, agents, servants, employees, licenses and invitees in connection with its operations.

- c. Runs with the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their administrator, personal representatives, successors and assigns.
- d. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Areas to the general public or any public purpose whatsoever.
- e. Exception. There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder; and (ii) all rights of Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the Easement Area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant underground utilities and other rights to place facilities by the Grantor.
- f. Indemnification. Grantee shall indemnify Grantor from and against any loss, damage or injury of any kind or nature to any person or property arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, or from any accident arising from the use of the Easement Area by such indemnifying party, or its agents, employees, licensees, invitees or contractors, unless such loss, damage or injury was a result of the negligence or intentional conduct of Grantor.
- g. Miscellaneous. Headings in this Water Line Easement are for convenience only and shall not define or limit the provision hereof. This Water Line Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against the Grantor or the Grantee. This Water Line Easement shall be governed by the laws of the state of Arizona. Should any term, provision, covenant or condition of this Water Line Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Sewer Line Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

Thomas Edward Inman Sr. and Georgette Marie Inman
Trustees of the Inman Family Trust

James Edward Farnsworth

Its: 1 revolve

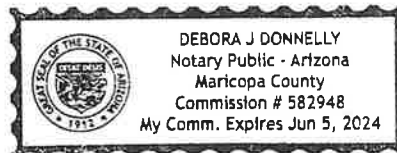
Georgio Mario Juncos

Its: Trustee

The foregoing instrument was acknowledged before me this 29 day of SEPTEMBER 2023, by _____ known by me as _____.


Notary Public

JUNE 5, 2024



CITY OF SURPRISE,
An Arizona municipal corporation

Attest:

[illegible]

Notary Public



Exhibit "A"
Surprise, AZ - APN 503-56-018
Water Easement

Job No. 21-0184

September 10, 2023

An Easement within a parcel of land as described in Document 2009-07865633 Maricopa County Recorders (MCR), located in the Northeast Quarter of Section 7, Township 4 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

COMMENCING at the East quarter corner of said Section 7, being a brass cap flush, from which the Northeast corner of said Section 7, being a brass cap flush, bears North 00 degrees 12 minutes 49 seconds East, 2,638.25 feet (**Basis of Bearing**);

Thence along the South line of said Northeast Quarter, North 89 degrees 42 minutes 35 seconds West, 1796.06 feet;

Thence departing South line, North 00 degrees 08 minutes 37 seconds West, 332.14 feet to the Southwest corner of said parcel being described in Document 2009-07865633 MCR and the **POINT OF BEGINNING**;

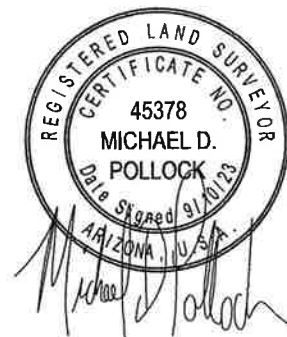
Thence along the West line of said parcel, North 00 degrees 08 minutes 37 seconds West, 10.00 feet;

Thence along the North line of the South 10.00 feet of said parcel, South 89 degrees 43 minutes 02 seconds East, 151.89 feet;

Thence along the East line of said parcel, South 00 degrees 08 minutes 51 seconds East, 10.00 feet to the Southeast corner of said parcel;

Thence along the South line of said parcel, North 89 degrees 43 minutes 02 seconds West, 151.89 feet to the **POINT OF BEGINNING**.

The Water Easement contains **1,519** square feet or **0.0349** acres, more or less.



NORTHEAST CORNER
SECTION 7, T4N, R1W,
FOUND BRASS CAP FLUSH

W. HAPPY VALLEY ROAD

APN: 503-56-018
INMAN FAMILY TRUST
DEED 2009-07865633, M.C.R.

N. 155TH AVENUE

S89°43'02"E 151.89'

N89°43'02"W 151.89'

POINT OF BEGINNING

WATER EASEMENT
1,519 S.F.
0.0349 AC.

N0°08'37"W 332.14'

834.57'

CENTER OF SECTION
SECTION 7, T4N, R1W
FOUND REBAR
W/CAP "RLS 33315"

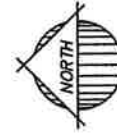
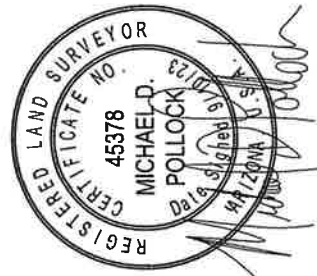
1,796.06'

N89°42'35"W 2,630.63'

EAST QUARTER CORNER
SECTION 7, T4N, R1W,
FOUND BRASS CAP FLUSH
POINT OF COMMENCEMENT

LINE TABLE

LINE	BEARING	LENGTH
L1	N00°08'37"W	10.00'
L2	S00°08'51"E	10.00'



SCALE: 1" = 40'

21-0184

Surprise, AZ - APN 503-56-018
Water Easement

Exhibit "B"

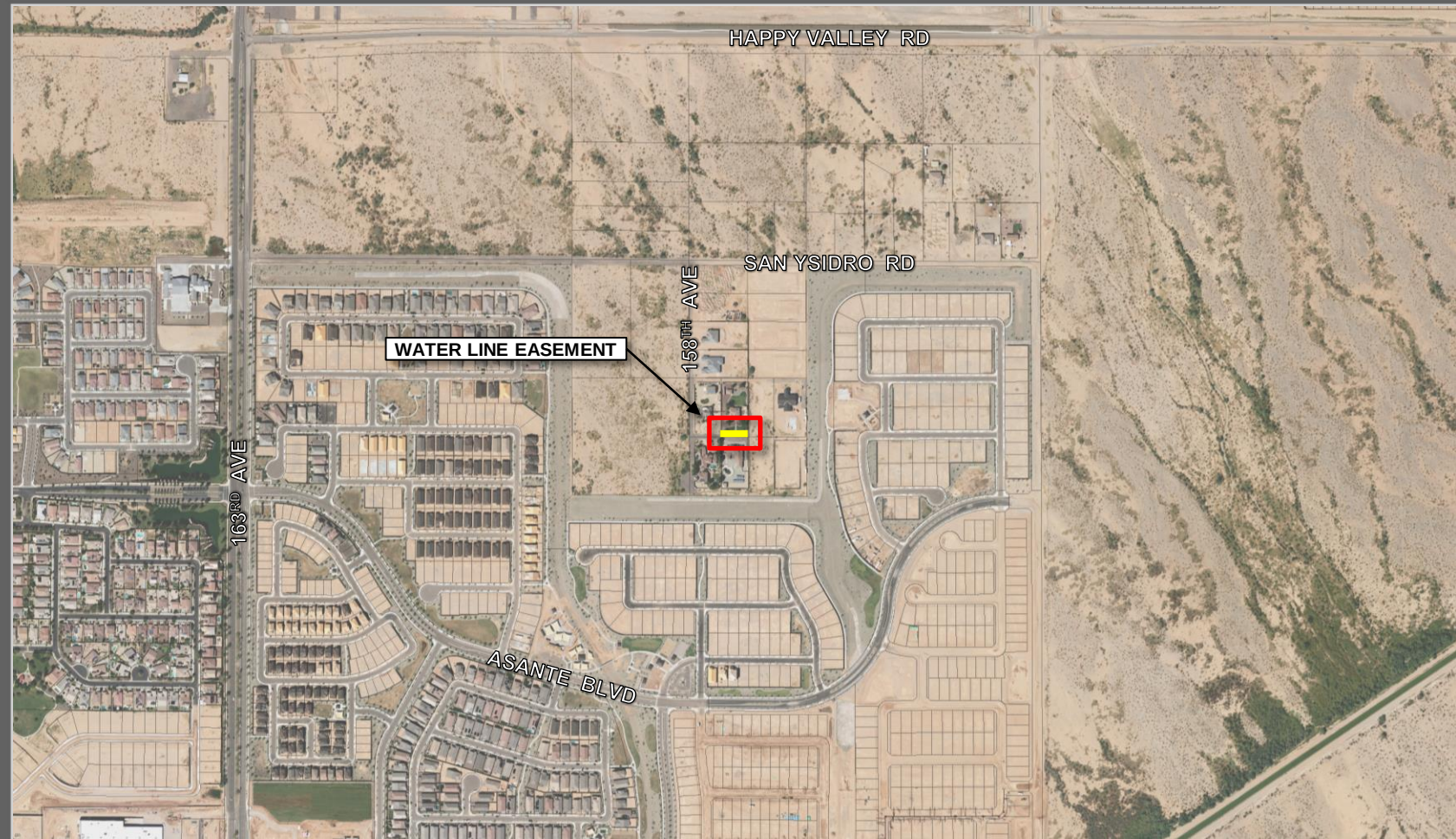


1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com



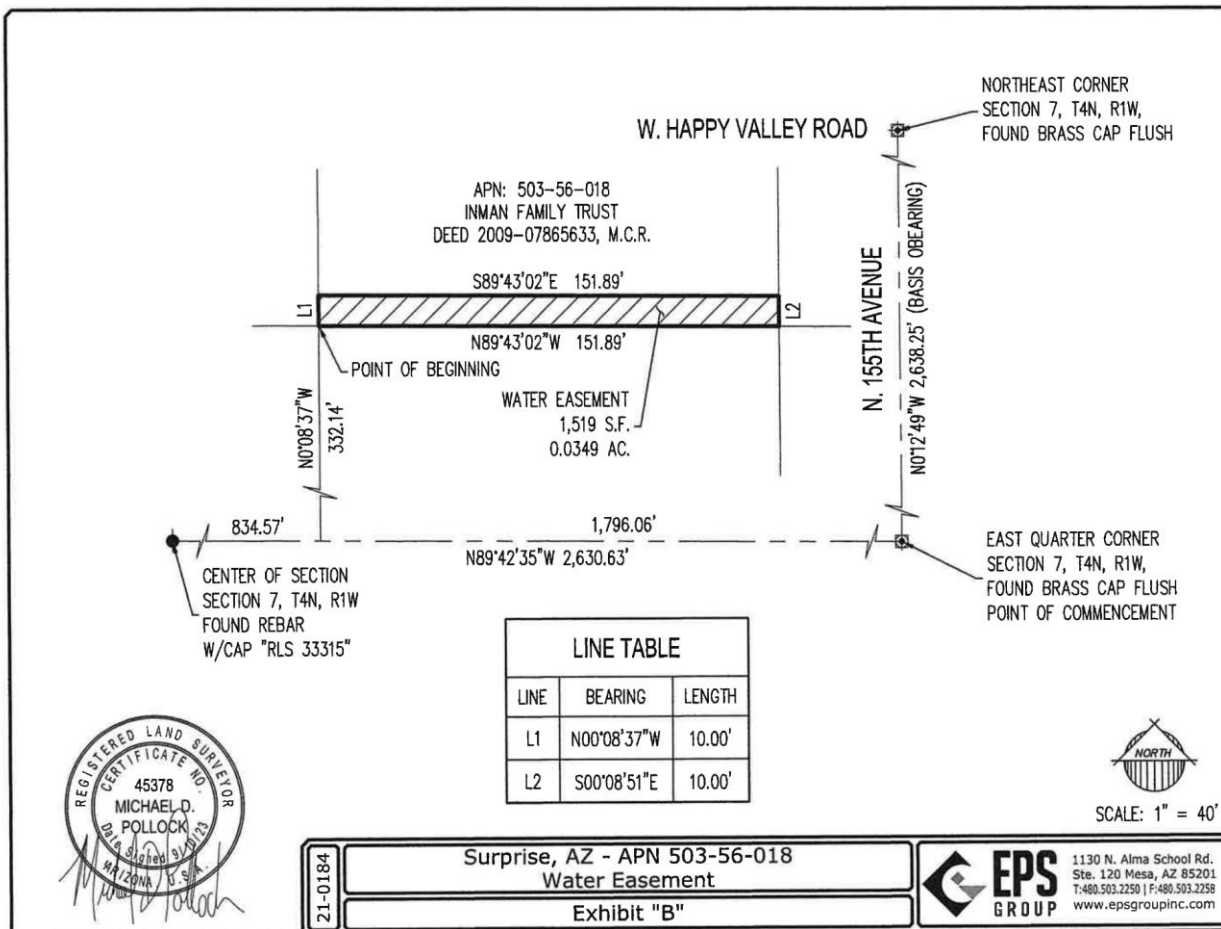
Inman Water Line Easement

City Council – January 2, 2024



VICINITY MAP







QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024 Contact Person: Lloyd Abrams
Submitting Department: Community Development District: District 6
Staff Recommendations:

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

Consideration and action pertaining to acceptance of a Fire Hydrant Easement from Rooz and Sia, LLC, in the general vicinity of Desert Cove and Litchfield.

Motion:

I move to accept the Fire Hydrant Easement from Rooz and Sia, LLC.

Background:

Evergreen Hardware is required to put a right turn lane into their development. The road is already developed with waterline and fire hydrants in place. Because the turn lane will need to be located in the same area as the already existing fire hydrant, the fire hydrant must be relocated, and an easement granted to the City. The turn lane impacts both the property of Evergreen Hardware and the property to the south owned by Rooz and Sia, LLC.

Objective Analysis:

Approval of this item will allow the City to maintain access to the fire hydrant that is being relocated due to development requirements.

Policy Compliant:

Approval of this item is policy compliant. The proposed easement will advance the goals and policies of the Surprise General Plan and the City Council's Strategic 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 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. signed Fire hydrant easement Rooz Sia
 2. Rooz and Sia LLC Fire Hydrant Easement - CC 01.02.24
-

WHEN RECORDED, RETURN TO:

City Clerk
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374

FIRE HYDRANT EASEMENT

This Fire Hydrant Easement (the "Easement") Agreement is executed this ____ day of _____, 201__ by and between Rooz and Sia LLC, An Arizona limited liability company, hereinafter referred to a "Grantor" and the City of Surprise, an Arizona municipal corporation hereinafter referred to as "Grantee".

RECITALS

- A. Grantor is the fee title owner of a parcel of land as described in deed # 2021-0559959, public records of Maricopa County, Arizona.
- B. Grantee desires to acquire from Grantor and Grantor desires to grant to Grantee a perpetual, exclusive Fire hydrant easement over, under and across portions (the "Easement Area") of the above-mentioned Grantor's property. The Easement Area is legally described in Exhibit "A and depicted on Exhibit "B."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose set forth in the foregoing Recitals which are incorporated herein by reference, the parties hereto agree as follows:

1. Easement. Grantors hereby grant and convey to Grantee, its successors and assigns, a perpetual, exclusive easement over the Easement Area permitting Grantee to enter the Easement Area to move two fire hydrants and perform all related work. Grantors shall not erect or construct or permit to be erected or constructed any structure within the Easement Area, provided, however, Grantors shall have the right to construct and erect fences and walls, to install landscaping and to establish other uses which are not inconsistent with and do not unreasonably interfere with Grantee's use of the easement granted hereunder.

2. Runs With the Land. The Easement shall be appurtenant to and shall run with the land and shall be binding upon and inure to the benefit of Grantors, Grantee and their respective heirs, administrator, personal representatives, successors and assigns.

3. Not a Public Dedication. Other than the grant of the easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.

4. Miscellaneous. Headings in this Easement are for convenience only and shall not define or limit the provisions hereof. This Easement shall be construed according to its ordinary meaning and shall not be strictly construed for and against Grantor or the Grantee. This Easement shall be governed by the laws of the State of Arizona. Should any term, provision, covenant or condition of this Easement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Easement, but the remainder thereof shall be effective as though such void, invalid or inoperative term, provision, covenant or condition had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date above written.

GRANTOR:

Rooz and Sia LLC
An Arizona limited liability company

By: Roozbeh Rassadi

Its: Manager/Managing Partner

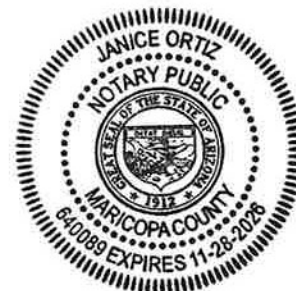
STATE OF Arizona)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this 21 day of September, 2023, by Janice Ortiz, known by my as Janice Ortiz.

Janice Ortiz
Notary Public

My Commission Expires:

11-28-2026



GRANTEE:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Skip Hall
Its: Mayor

Attest:

Kristi Passarelli, City Clerk

STATE OF ARIZONA)
)SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__, by _____, known by my as the Mayor of the City of Surprise an
Arizona municipal corporation.

Notary Public

My Commission Expires:

**EXHIBIT
WATER EASEMENT
APN 501-44-980
LITCHFIELD RD & DESERT COVE RD**



**JOB NO. 6557
DATE: 4/12/23**

AN EASEMENT OVER THAT PORTION OF A FINAL PLAT OF LOT 2A
DESERT COVE COMMERCIAL PARK 2 AND 3 AMENDED REPLAT,
ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY
RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK
1504 OF MAPS, PAGE 34, SITUATED IN THE SOUTHWEST QUARTER OF
SECTION 22, TOWNSHIP 3 NORTH, RANGE 1 WEST, OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 22;

THENCE SOUTH 89 DEGREES 10 MINUTES 42 SECONDS EAST, A
DISTANCE OF 55.00 FEET TO A POINT ON THE EASTERLY RIGHT OF
WAY LINE OF LITCHFIELD ROAD;

THENCE SOUTH 00 DEGREES 01 MINUTES 13 SECONDS WEST, ALONG
SAID EASTERLY RIGHT OF WAY LINE OF LITCHFIELD ROAD, A
DISTANCE OF 737.61 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89 DEGREES 58 MINUTES 47 SECONDS EAST, A
DISTANCE OF 16.00 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 13 SECONDS WEST, A
DISTANCE OF 12.00 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 47 SECONDS WEST, A
DISTANCE OF 16.00 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 13 SECONDS EAST, ALONG
SAID EASTERLY RIGHT OF WAY LINE OF LITCHFIELD ROAD, A
DISTANCE OF 12.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 192 SQUARE FEET OR 0.004 ACRES, MORE OR
LESS.

P.O.C.
WEST QUARTER CORNER OF
SECTION 22, T.3N., R.1W.

L1

L2

LITCHFIELD ROAD



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S89°10'42"E	55.00'
L2	S0°01'13"W	737.61'
L3	S89°58'47"E	16.00'
L4	S0°01'13"W	12.00'
L5	N89°58'47"W	16.00'
L6	N0°01'13"E	12.00'

P.O.B.
L3
L4
L5
L6

LOT 2A
DESERT COVE COMMERCIAL PARK LOT 2
AND 3 AMENDED REPLAT
(BK. 1504, PG. 34, M.C.R.)
ROOZ AND SIA LLC
APN: 501-44-980

SIG

A RICK ENGINEERING COMPANY

**SURVEY INNOVATION
GROUP, INC.**

Land Survey Services
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024

**WATER EASEMENT APN 501-44-980
LITCHFIELD RD & DESERT COVE RD
SURPRISE, ARIZONA**

DRAWING:	P6557 WATER ESMT.DWG		
JOB#	P6557	SCALE: 1"=100'	SHT: 1 OF 1
DRAFTER:	DSR	CHK:	JH DATE: 4/12/23

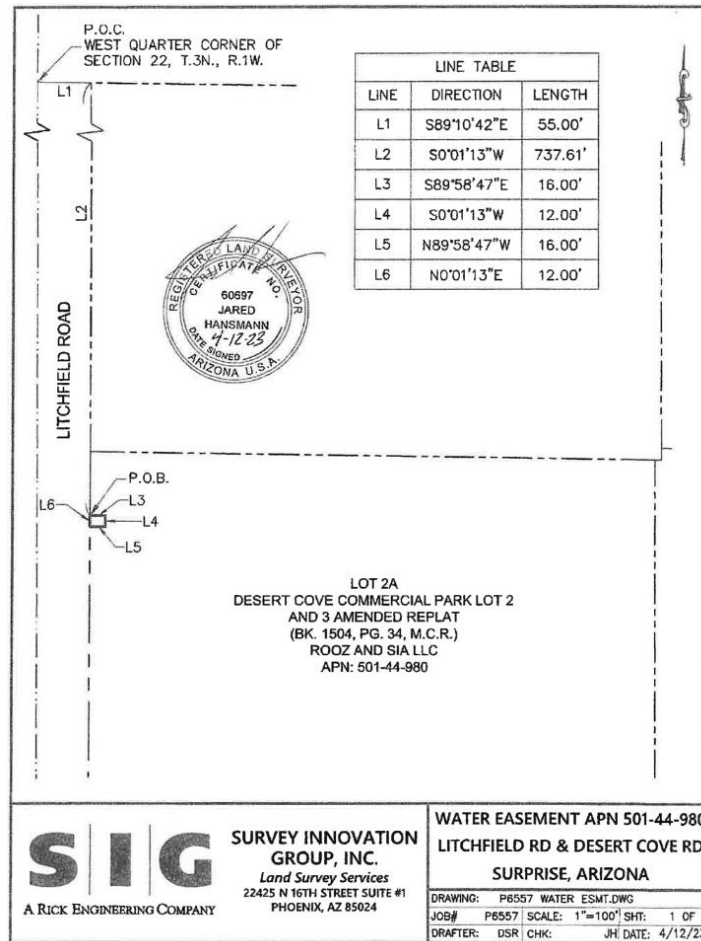


Rooz & Sia LLC Fire Hydrant Easement

City Council – January 2, 2024



VICINITY MAP



EXHIBIT



QUESTIONS / COMMENTS?

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 1
Staff Recommendations: None

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

Consideration and action pertaining to approval of the Final Plat entitled, “Heritage Asante – Parcel 11” and received November 01, 2023, a property generally located west of Asante Blvd. and south of Pat Tillman Blvd. ;Case FS23-0438.

Motion:

I move to approve the Final Plat entitled, “Heritage Asante – Parcel 11” and received November 01, 2023.

Background:

The subject request involves a Final Plat for Heritage Asante Parcel 11. The proposed Final Plat includes the subdivision of the 19.29 net acre parcel 11 of Heritage Asante into 64 single-family lots, for a net density of 3.32 DU/Ac.

Objective Analysis:

The subject Final Plat meets the requirements of the Paradiso Asante PUD, in addition to other requirements as set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

The Final Plat is consistent with the Paradiso Asante PUD and achieves the goals and policies of the General Plan.

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00 - FS23-0438 Heritage Asante Parcel 11 Final Plat - Staff Report 01.02.24 CC
 2. 01 – FS23-0438 Heritage Asante Parcel 11 Final Plat– Vicinity Map
 3. 02 – FS23-0438 Heritage Asante Parcel 11 Final Plat– Zoning Map
 4. 03 – FS23-0438 Heritage Asante Parcel 11 Final Plat– Final Plat
 5. 04 – FS23-0438 Heritage Asante Parcel 11 Final Plat– Luke Letter
 6. FS23-0438 Heritage Asante Parcel 11 Final Plat- Presentation
-

FINAL PLAT

REPORT TO THE CITY COUNCIL

Case: FS23-0438

Project Name: Heritage Asante Parcel 11 Final Plat

Council District: 1 – Acacia

City Council Date: January 02, 2024

Planner: Leslie Carnie, Planner II

Owner: DRP AZ 5, LLC

Applicant: Diego Ortiz of HILGARTWILSON

Request: The applicant seeks approval of the Final Plat for the subject property.

Site Location: Generally located on the northwest of Asante Blvd. and Freedom Way.

Site Size: 19.29 net acres (approx.)

Density: 3.32 DU/Ac (net)

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 FS22-1425.
- 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:

Diego Ortiz of HILGARTWILSON, on behalf of DRP AZ 5, LLC, seeks approval of a Final Plat for Heritage Parcel 11. The applicant seeks to subdivide the subject property into 64 single family lots over approximately 19.29 net acres, for a net residential density of 3.32 DU/Ac. The proposed subdivision will be integrated into the larger Heritage Asante community.

SURROUNDING LAND ZONING:

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



PAD – Asante	PAD – Asante North	PAD – Asante
RM-9 with PUD Overlay	RM-6 with PUD Overlay	RM-9 with PUD Overlay
RM-6 with PUD Overlay	RM-6 with PUD Overlay	RM-9 with PUD Overlay

BACKGROUND:

November 3, 1988: A portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

October 14, 2004: Another portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

November 24, 2004: The City Council Approved Ordinance 04-41 for the Asante Planned Area Development under case PAD04-124.

July 27, 2006: The City Council Approved Ordinance 06-34 for the Asante North Planned Area Development under case PAD06-045.

September 19, 2017: The City Council adopted amendments to the Asante and Asante North PADs to accommodate creation of the Heritage Asante Planned Unit Development, an active adult community, under cases FS17-010, FS17-011, and FS17-012.

April 20, 2023: The Planning and Zoning Commission approved a Preliminary Plat for Heritage Asante Parcel 11 under case FS22-1425.

May 24, 2023: The applicant filed the subject case, FS23-0438

ANALYSIS AND DISCUSSION:

The subject request includes a Final Plat for Parcel 11 within the Heritage Asante development. This Final Plat consists of 64 lots, with a minimum lot size of 60' x 110'. This is consistent with the approved Preliminary Plat and the Paradiso Asante PUD requirements.

Access

Access will be provided from Freedom Way on the west side of the development via 177th Ave and emergency access to Pat Tillman Blvd. Additional internal access will be provided to Parcel 12 once it is developed.

Open Space & Landscaping

There is a total of approximately 8.66 acres of open space within Parcel 11, of which 5.67 acres is passive and 2.99 acre is active. Landscaping will incorporate native and low water use plants, as required by the City, and will be consistent with the overall Heritage Asante Development.

Utility and Services Table:

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

Conformance with Adopted Plans:

The Surprise General Plan shows the subject property as lying within the Neighborhood Character Area, which supports residential development of up to 8 dwelling units/acre or more. At a net density of 3.32 dwelling units/acre, this development is consistent with the General Plan in this regard.

This request is also consistent with the General Plan in that it promotes connectivity to existing and future development within the Heritage Asante development for a range of mobility options.

Reviewing Agencies:

This request was reviewed by internal City reviewing departments, who indicated no objection to the request. The following external agencies also indicated no objection to the request: Maricopa Water District, Luke Air Force Base.

The following external agencies were included in the review request but did not provide a response: Arizona Department of Transportation, Maricopa County Flood Control District, Maricopa County Department of Transportation, Maricopa County Planning Department, Maricopa Association of Governments, Dysart Unified School District, United States Postal Service, Cox, Beardsley Water Company, Liberty Utilities, and Southwest Gas.

Summary:

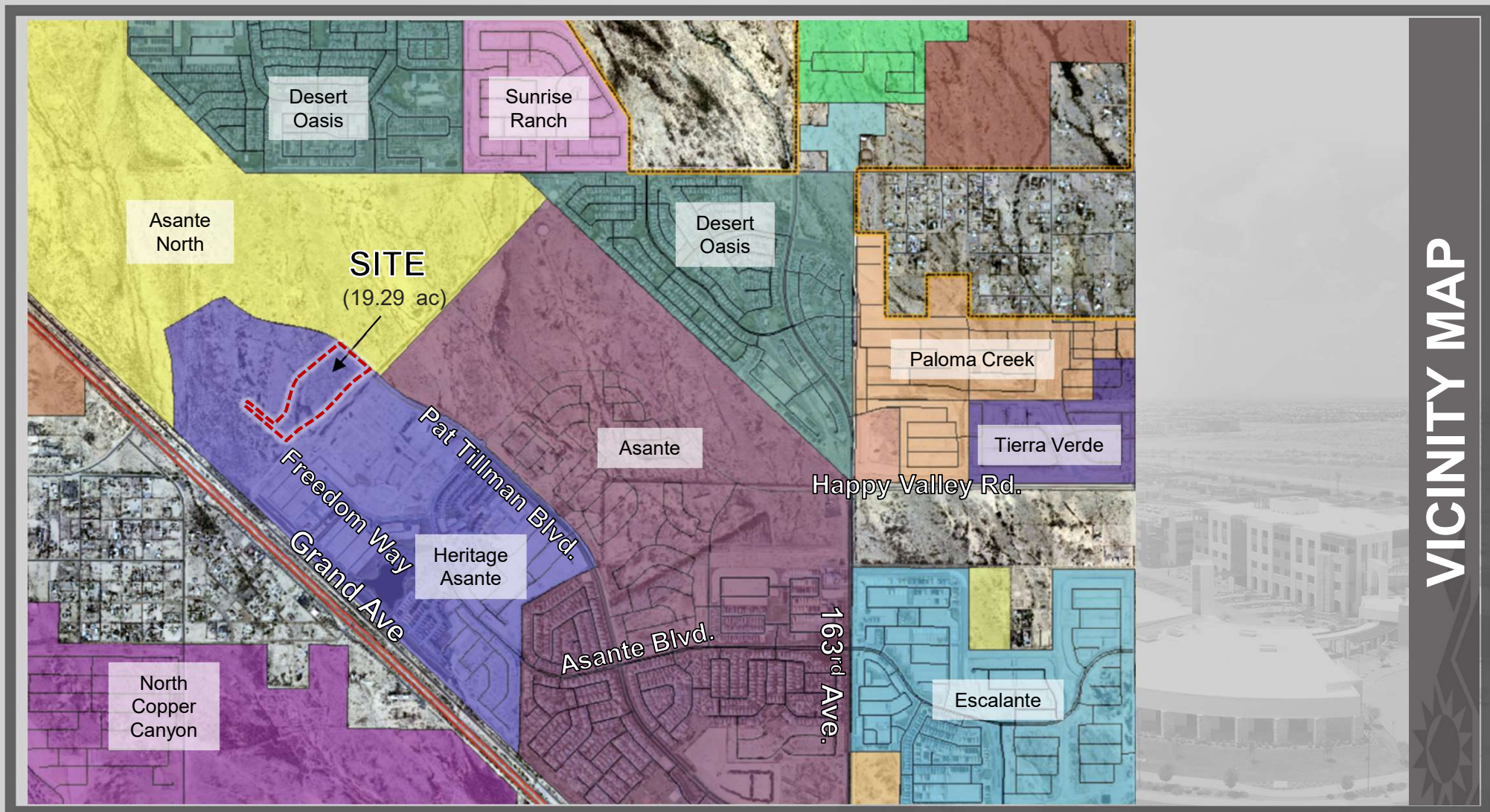
The subject Final Plat meets the requirements of the Paradiso Asante PUD, in addition to other applicable requirements. All City reviewing departments have reviewed the request and expressed no concerns.

Findings:

- The proposed Final Plat is consistent with the Preliminary Plat approved under case FS22-1425.
- The proposed Final Plat is consistent with the applicable City of Surprise regulations.
- The reviewing agencies have indicated no objections to the request.

Attachments:

150 01 Vicinity Map
151 02 Zoning Map
152 03 Final Plat
153 04 Luke AFB Letter
154 PPT
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ZONING MAP

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS:
THAT DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, OF A SUBDIVISION WITHIN THE COUNTY OF MARICOPA, HAS SUBDIVIDED UNDER THE NAME OF "HERITAGE ASANTE - PARCEL 11", BEING A REPLAT OF A PORTION OF PAT TILLMAN BOULEVARD AS RECORDED IN BOOK 885 OF MAPS, PAGE 46, MARICOPA COUNTY RECORDS, A PORTION OF WEST PAT TILLMAN BOULEVARD AS RECORDED IN BOOK 918 OF MAPS, PAGE 8, MARICOPA COUNTY RECORDS, AND A PORTION OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID "HERITAGE ASANTE - PARCEL 11" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET AND EASEMENTS 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.

TRACT A IS HEREBY DECLARED AS PRIVATE ACCESSWAY TO BE OWNED AND MAINTAINED BY HERITAGE ASANTE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION. AN EASEMENT FOR PUBLIC WATER AND SEWER, REFUSE COLLECTION, DRAINAGE AND EMERGENCY AND SERVICE TYPE VEHICLE ACCESS IS HEREBY DEDICATED TO THE PUBLIC OVER TRACT A.

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, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF ENSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE 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.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE 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.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE AN ODOR EASEMENT OVER, UPON AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT TO INVADE WITH ODORS, FUMES, SMELLS, AND PHYSICAL AIRBORNE PARTICULATES CAUSED BY THE OPERATION AND MAINTENANCE OF THE CITY'S WATER RECLAMATION FACILITIES.

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 OWNERS TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED ON THE PLAT AS WATER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING THE WATER LINES, MANHOLES, FIRE HYDRANTS AND WATER METERS.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNERS AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF:

DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS 28 DAY OF November, 2023.

DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: DW GENERAL PARTNER, LLC

ITS: MANAGER

BY: Houdin Honanuan

NAME: Houdin Honanuan

ITS: AUTHORIZED SIGNATORY

ACKNOWLEDGMENT

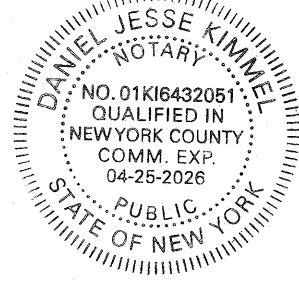
STATE OF New York }
COUNTY OF New York } SS

ON THIS, THE 26 DAY OF November, 2023, BEFORE ME APPEARED Houdin Honanuan WHO ACKNOWLEDGED TO BE THE AUTHORIZED SIGNATORY OF DW GENERAL PARTNER, LLC, AS MANAGER OF DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE, AS SUCH AUTHORIZED SIGNATORY, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

01-25-2026
MY COMMISSION EXPIRES



FINAL PLAT
OF
HERITAGE ASANTE - PARCEL 11
SURPRISE, ARIZONA

A REPLAT OF A PORTION OF PAT TILLMAN BOULEVARD
AS RECORDED IN BOOK 885 OF MAPS, PAGE 46,
MARICOPA COUNTY RECORDS, A PORTION OF WEST
PAT TILLMAN BOULEVARD AS RECORDED IN BOOK 918
OF MAPS, PAGE 8, MARICOPA COUNTY RECORDS, AND
A PORTION OF THE SOUTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND
SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

COMMUNITY ASSOCIATION RATIFICATION

BY THIS RATIFICATION, Katie Voigt AS President OF HERITAGE ASANTE COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREIN.

BY: Katie Voigt

TITLE: President

PRINTED NAME: Katie Voigt

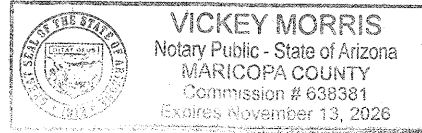
ACKNOWLEDGMENT FOR RATIFICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE 29th DAY OF November, 2023, BEFORE ME, PERSONALLY APPEARED Katie Voigt WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE President OF THE ASSOCIATION AND ACKNOWLEDGED THAT HE/SHE AS President BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED HEREIN, BY SIGNING IN THE NAME OF THE ASSOCIATION, BY HIMSELF/HERSELF AS, President

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL:

BY: Vickey Morris DATE 11/29/2023



LEGAL DESCRIPTION

SEE SHEET 2 FOR LEGAL DESCRIPTION

BASIS OF BEARING

BASIS OF BEARING IS SOUTH 00°43'44" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, PER THE RECORD OF SURVEY BOOK 1390, PAGE 2, RECORDS OF MARICOPA COUNTY.

100 YEAR ASSURED WATER SUPPLY

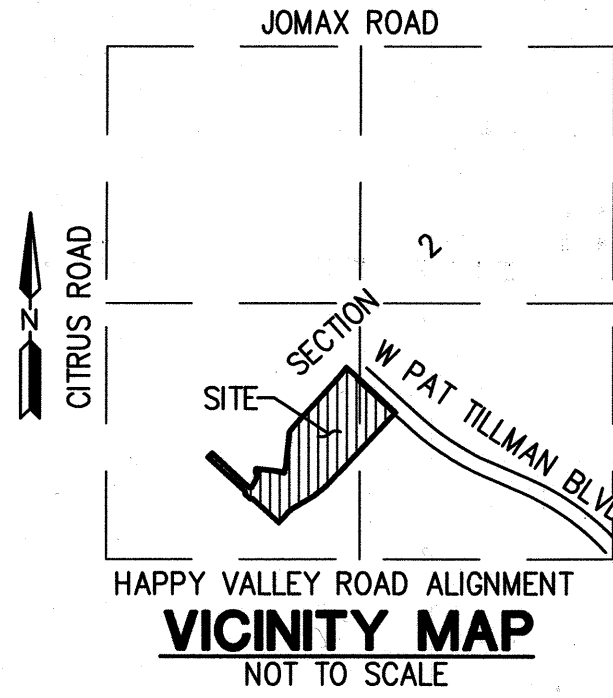
THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF CITY OF SURPRISE DESERT OASIS PUBLIC WATER SYSTEM 04-07-523 WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.

OWNER

DRP AZ 5, LLC
1665 W ALAMEDA DR., SUITE 130
TEMPE, AZ 85282
PHONE: (480) 332-6674
CONTACT: JOAN SCARBROUGH

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: BRIAN J. BENEDICT, RLS



SHEET INDEX

FP01 COVER SHEET
FP02 LEGAL DESCRIPTION AND NOTES
FP03 SHEET INDEX MAP, NOTES, LOT/TRACT AREA TABLE, LOT SETBACK & VISIBILITY DETAIL
FP04-FP06 FINAL PLAT

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

DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ["OWNER"] DOES HEREBY (1) RELEASE AND DISCHARGE THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE (USAF) AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE USAF AND THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND ITS AUXILIARY FIELDS. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

DRP AZ 5, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OWNER"), DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT-OF-WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT-OF-WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

EACH 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.

CITY OF SURPRISE ENGINEER APPROVAL:

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2023, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ CITY ENGINEER DATE _____

CITY OF SURPRISE COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2023.

MAYOR

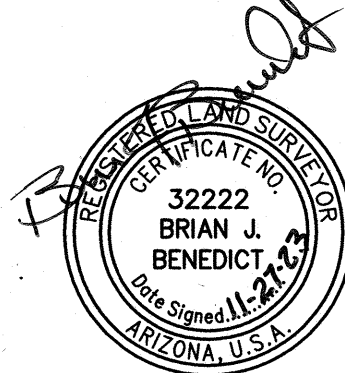
ATTEST:

CITY CLERK

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER 2022; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

BRIAN J. BENEDICT
RLS# 32222
HILGARTWILSON, LLC
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535
bbenedict@hilgartwilson.com



NOTE:

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

HERITAGE ASANTE - PARCEL 11

FREEDOM WAY AND 177TH AVENUE

SURPRISE, ARIZONA

FINAL PLAT

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STATUS:

PROJ. NO.: 1909

DATE: NOV 2023

SCALE: NONE

DRAWN: JHYD/GS

APPROVED: BJB

DWG. NO.

FP01

SHT. 1 OF 6

FS23-0438

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 1	7,507	0.1723
LOT : 2	8,190	0.1880
LOT : 3	8,126	0.1866
LOT : 4	7,299	0.1676
LOT : 5	6,768	0.1554
LOT : 6	6,999	0.1607
LOT : 7	6,741	0.1547
LOT : 8	6,660	0.1529
LOT : 9	7,298	0.1675
LOT : 10	8,191	0.1880
LOT : 11	7,560	0.1736
LOT : 12	6,900	0.1584
LOT : 13	6,900	0.1584
LOT : 14	6,900	0.1584
LOT : 15	6,900	0.1584
LOT : 16	6,900	0.1584
LOT : 17	6,900	0.1584
LOT : 18	6,900	0.1584
LOT : 19	6,900	0.1584
LOT : 20	6,894	0.1583
LOT : 21	10,278	0.2360
LOT : 22	13,226	0.3036

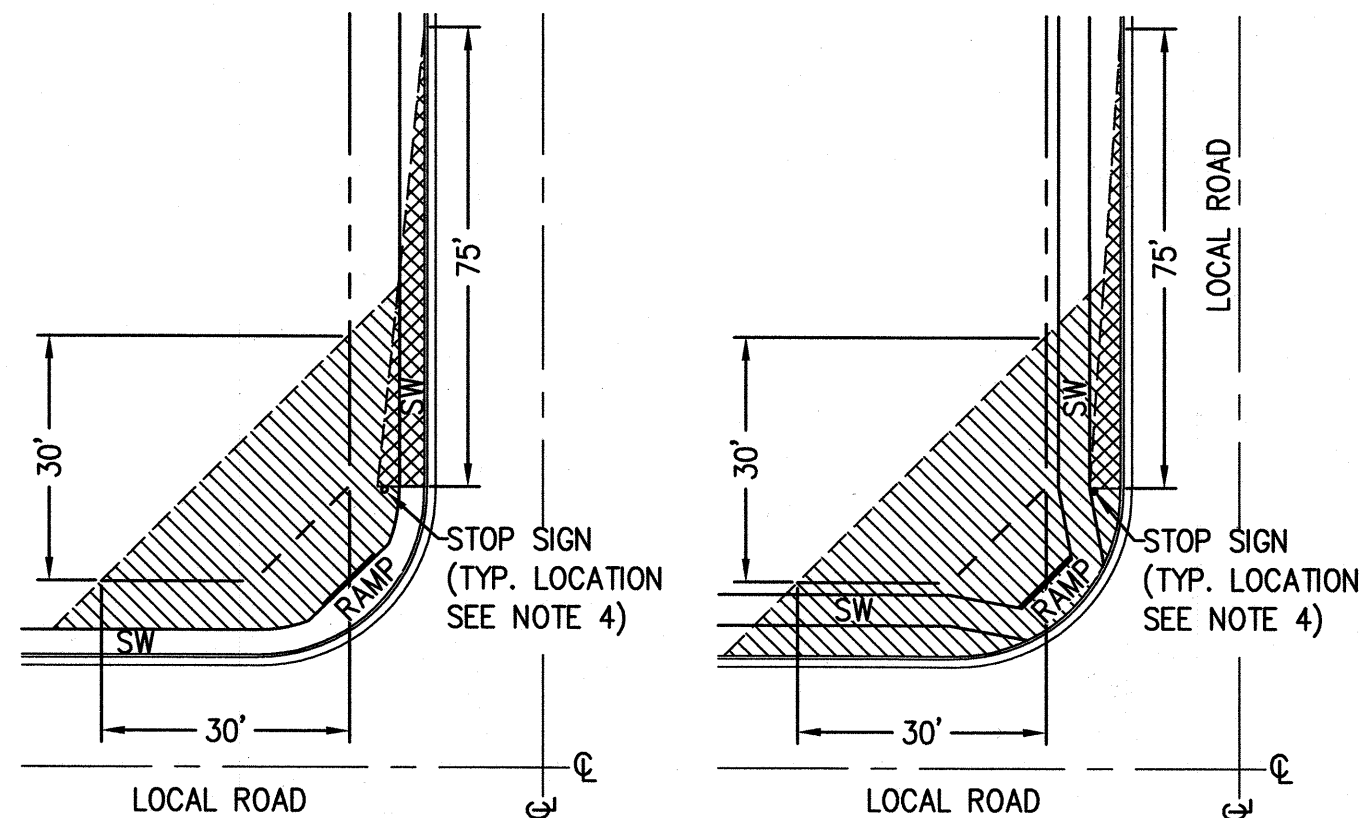
LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 23	6,803	0.1562
LOT : 24	6,600	0.1515
LOT : 25	6,600	0.1515
LOT : 26	6,900	0.1584
LOT : 27	7,160	0.1644
LOT : 28	7,720	0.1772
LOT : 29	7,210	0.1655
LOT : 30	6,600	0.1515
LOT : 31	6,600	0.1515
LOT : 32	7,150	0.1641
LOT : 33	7,150	0.1641
LOT : 34	6,600	0.1515
LOT : 35	6,600	0.1515
LOT : 36	6,600	0.1515
LOT : 37	6,600	0.1515
LOT : 38	7,430	0.1706
LOT : 39	6,600	0.1515
LOT : 40	6,600	0.1515
LOT : 41	6,600	0.1515
LOT : 42	6,600	0.1515
LOT : 43	7,150	0.1641
LOT : 44	7,150	0.1641

LOT TABLE		
LOT NO.	AREA (SQ.FT)	AREA (ACRES)
LOT : 45	6,600	0.1515
LOT : 46	6,600	0.1515
LOT : 47	7,210	0.1655
LOT : 48	7,831	0.1798
LOT : 49	7,280	0.1671
LOT : 50	7,280	0.1671
LOT : 51	7,092	0.1628
LOT : 52	6,720	0.1543
LOT : 53	6,720	0.1543
LOT : 54	6,720	0.1543
LOT : 55	6,720	0.1543
LOT : 56	6,720	0.1543
LOT : 57	8,346	0.1916
LOT : 58	9,354	0.2147
LOT : 59	8,185	0.1879
LOT : 60	6,720	0.1543
LOT : 61	6,720	0.1543
LOT : 62	6,720	0.1543
LOT : 63	6,756	0.1551
LOT : 64	8,863	0.2035

TRACT TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	4.3184	PRIVATE ACCESSWAY, WATER & SEWER EASEMENT
TRACT B	5.5667	COMMON AREA, DRIANAGE, PASSIVE
TRACT C	0.0233	COMMON AREA, PASSIVE
TRACT D	0.0218	COMMON AREA, PASSIVE
TRACT E	0.5650	COMMON AREA, DRAINAGE, ACTIVE
TRACT F	0.0436	COMMON AREA, PASSIVE
TRACT G	0.0310	COMMON AREA, PASSIVE
TRACT H	1.4804	COMMON AREA, DRAINAGE, ACTIVE
TRACT I	0.5467	COMMON AREA, DRAINAGE, ACTIVE
TRACT J	0.3862	COMMON AREA, DRAINAGE, ACTIVE

- NOTES:
- COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
 - THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.
 - SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.

SITE SUMMARY TABLE		
OVERALL GROSS AREA	1,028,667 SQ.FT	23.6149 AC.
OVERALL NET AREA (LESS TRACT A)	840,557 SQ.FT	19.2965 AC.
TOTAL NUMBER OF LOTS: SINGLE FAMILY	64	
TOTAL LOT AREA	463,117 SQ.FT	10.6317 AC.
TOTAL TRACTS (B - J)	377,439 SQ.FT	8.6648 AC.
TOTAL PERCENTAGE OF OPEN SPACE (%)	36.7%	
TRACT A	188,110 SQ.FT	4.3184 AC.
MINIMUM LOT SIZE (SF)	6,600	
AVERAGE LOT SIZE (SF)	7,236	
MINIMUM LOT WIDTH	60'	
MINIMUM LOT DEPTH	110'	
DENSITY (DU/AC): PER GROSS AREA	2.71	
DENSITY (DU/AC): PER NET AREA	3.32	



LOCAL STREET SIGHT VISIBILITY TRIANGLES

CITY OF SURPRISE SUPPLEMENTAL ENGINEERING DEVELOPMENT STANDARDS
DETAILS FOR PUBLIC CONSTRUCTION: DETAIL NO. 4-02
SEE DETAIL NO. 4-01 SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL &
COLLECTOR STREETS

NOTES:

1. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN THE RESTRICTED AREAS.

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCR OACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

3. TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:

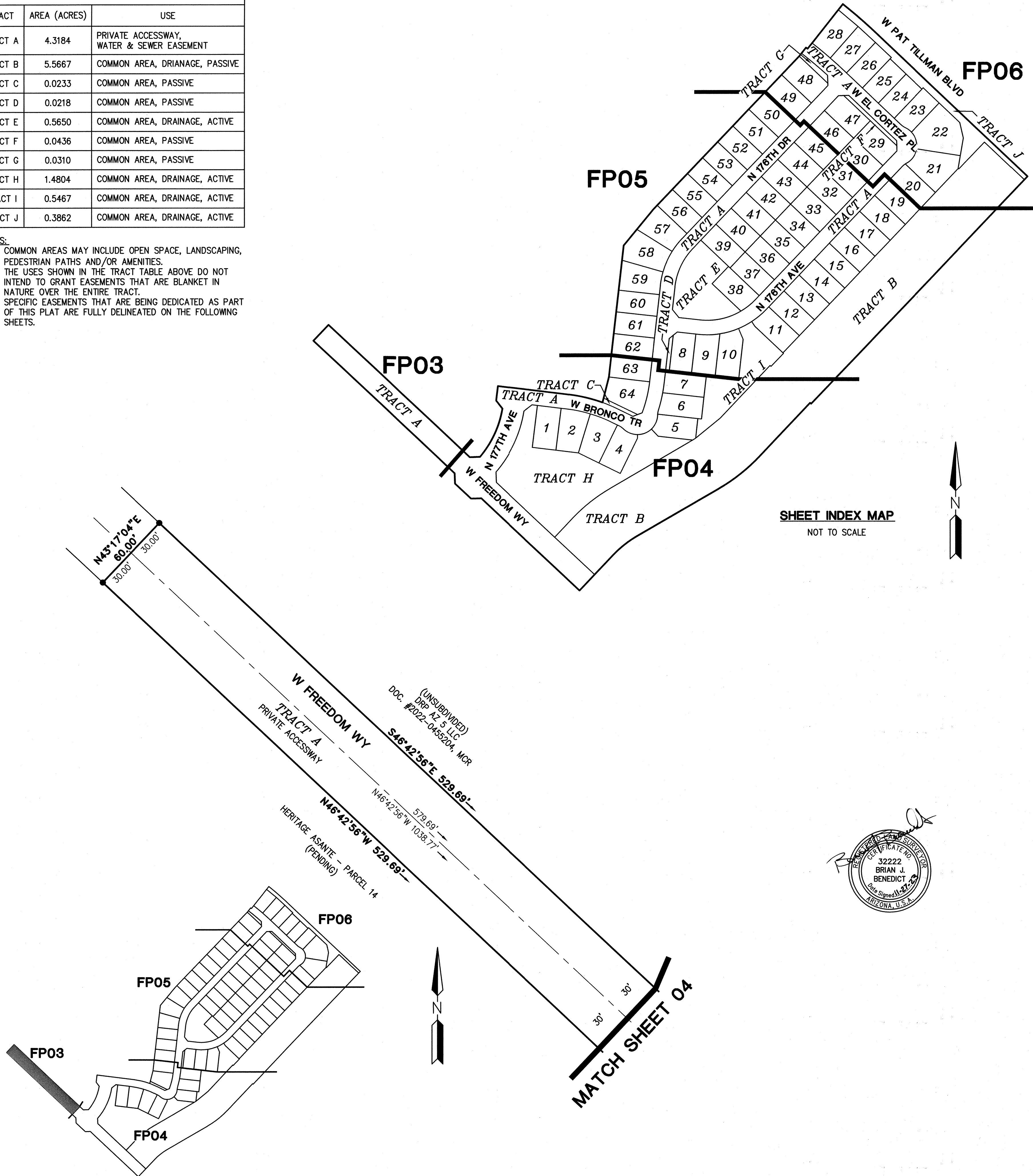
A. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.

B. TREES SHALL NOT OBSTRUCT MORE THAN 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.

4. STOP SIGN SHALL BE INSTALLED AT 2' MINIMUM BEHIND BACK OF CURB.

UNOBSTRUCTED VIEW EASEMENT AREA (SEE NOTE #3)

NO VEGETATION OVER 30 INCHES IN HEIGHT



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HERITAGE ASANTE - PARCEL 11

FREEDOM WAY AND 177TH AVENUE
SURPRISE, ARIZONA

FINAL PLAT

STATUS:

PROJ. NO.: 1909

DATE: NOV 2023

SCALE: NONE

DRAWN: JHVD/GS

APPROVED: BJB

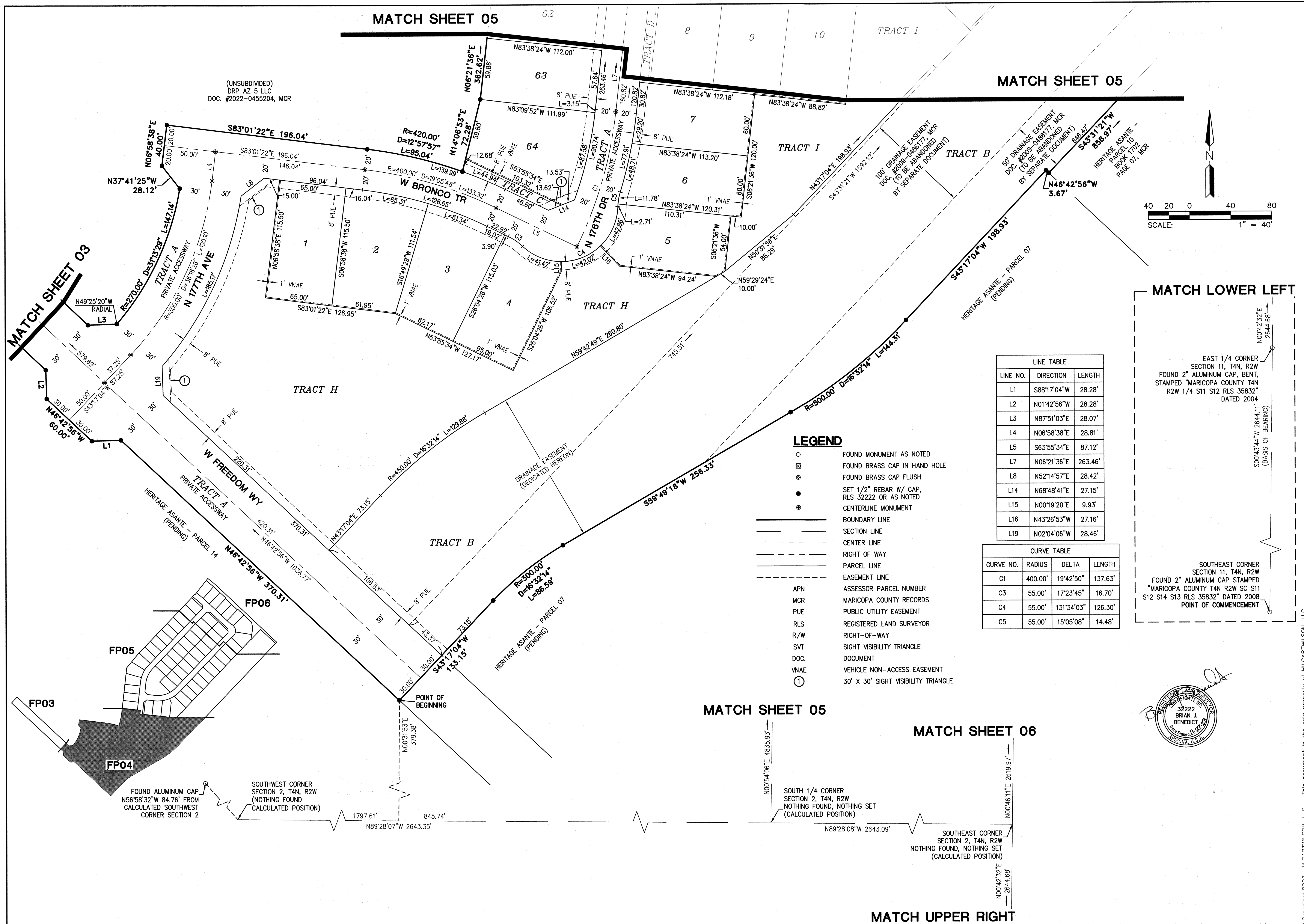
DWG. NO.

FP03

SHT. 3 OF 6

FS23-0438

HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0635 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

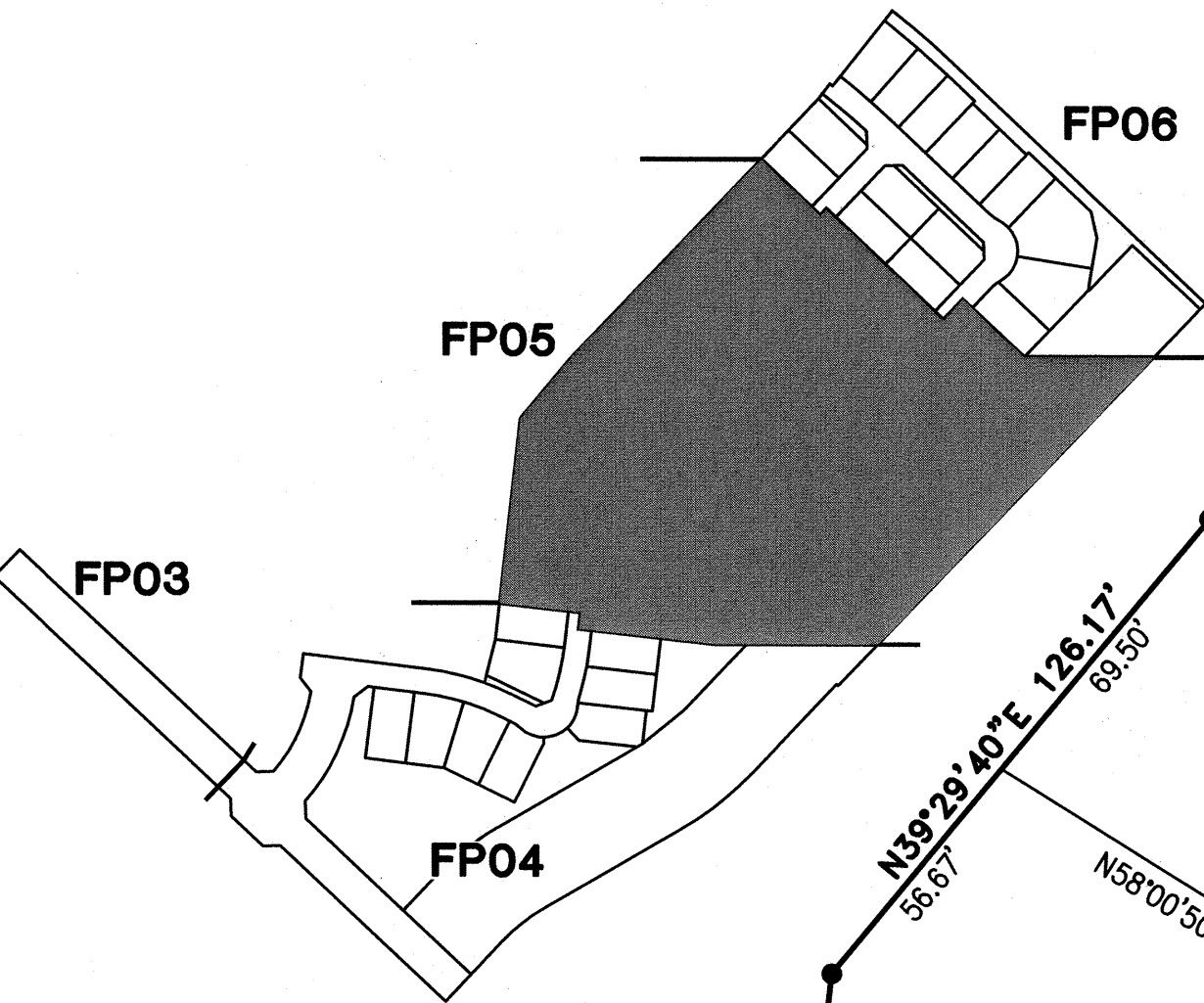


LEGEND

- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- ⦿ CENTERLINE MONUMENT
- BOUNDARY LINE
- - - SECTION LINE
- - - CENTER LINE
- - - RIGHT OF WAY
- - - PARCEL LINE
- - - EASEMENT LINE
- APN ASSESSOR PARCEL NUMBER
- MCR MARICOPA COUNTY RECORDS
- PUE PUBLIC UTILITY EASEMENT
- RLS REGISTERED LAND SURVEYOR
- R/W RIGHT-OF-WAY
- SVT SIGHT VISIBILITY TRIANGLE
- DOC. DOCUMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
- ① 30' X 30' SIGHT VISIBILITY TRIANGLE

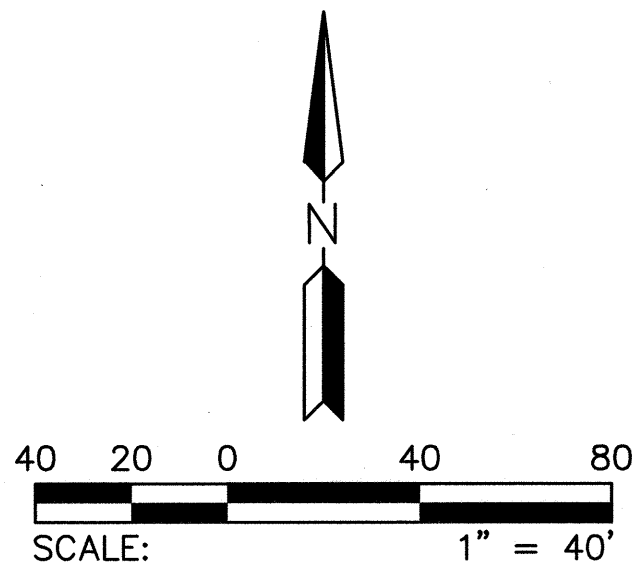
MATCH SHEET 06

(UNSUBDIVIDED)
DRP AZ 5 LLC
DOC. #2022-0455204, MCR



MATCH SHEET 06

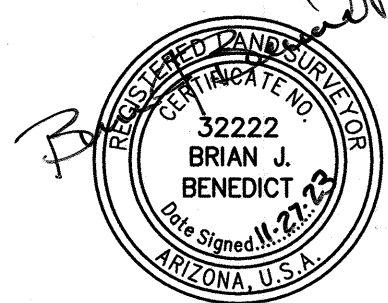
LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L6	N83°38'24"W	98.13'
L9	N51°21'36"E	28.28'
L11	S38°38'24"E	28.28'
L17	N22°49'26"W	31.99'
L18	N33°26'46"W	16.08'



MATCH SHEET 04

(UNSUBDIVIDED)
DRP AZ 5 LLC
DOC. #2022-0455204, MCR

MATCH SHEET 04



HERITAGE ASANTE - PARCEL 11

FREEDOM WAY AND 177TH AVENUE
SURPRISE, ARIZONA

FINAL PLAT

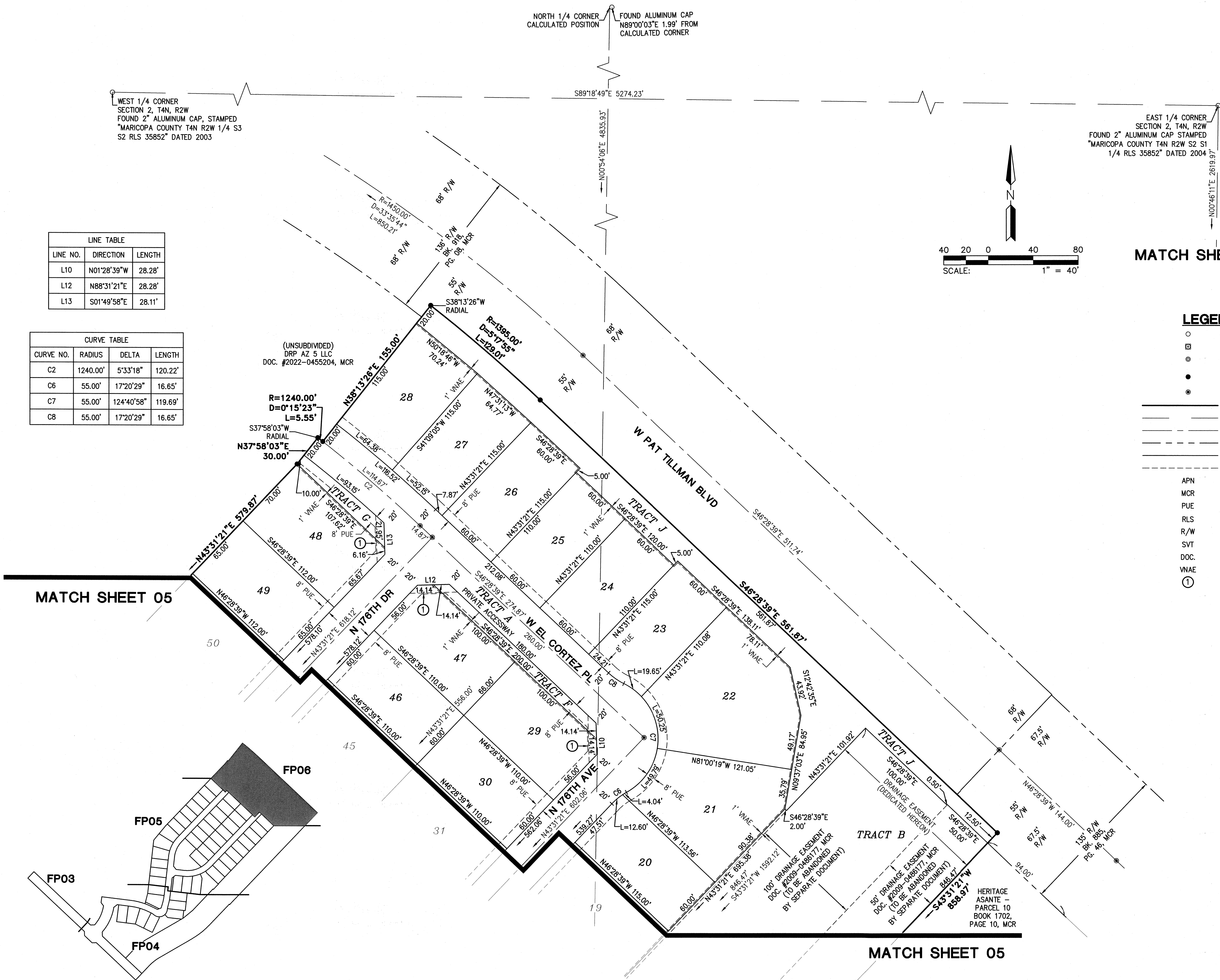
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PROJ. NO.: 1909	STATUS:	MUNICIPAL TRACKING NO:
DATE: NOV 2023		
SCALE: AS SHOWN		
DRAWN: JHD/GS		
APPROVED: BJB		
DWG. NO.		
FP05		
SHT. 5 OF 6		

FS23-0438

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L10	N01°28'39"W	28.28'
L12	N88°31'21"E	28.28'
L13	S01°49'58"E	28.11'

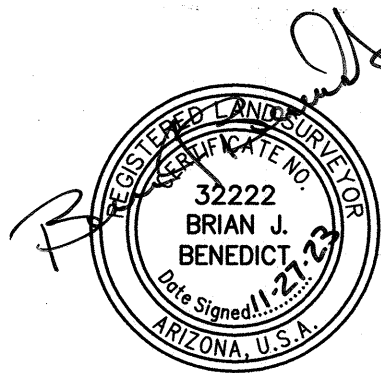
CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C2	1240.00'	5°33'18"	120.22'
C6	55.00'	17°20'29"	16.65'
C7	55.00'	124°40'58"	119.69'
C8	55.00'	17°20'29"	16.65'



MATCH SHEET 04

LEGEND

- FOUND MONUMENT AS NOTED
- ⊠ FOUND BRASS CAP IN HAND HOLE
- ⊙ FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP, RLS 32222 OR AS NOTED
- ⊙ CENTERLINE MONUMENT
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- - - RIGHT OF WAY
- - - PARCEL LINE
- - - EASEMENT LINE
- APN ASSESSOR PARCEL NUMBER
- MCR MARICOPA COUNTY RECORDS
- PUE PUBLIC UTILITY EASEMENT
- RLS REGISTERED LAND SURVEYOR
- R/W RIGHT-OF-WAY
- SVT SIGHT VISIBILITY TRIANGLE
- DOC. DOCUMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
- ① 30' X 30' SIGHT VISIBILITY TRIANGLE



HERITAGE ASANTE - PARCEL 11

FREEDOM WAY AND 177TH AVENUE
SURPRISE, ARIZONA

FINAL PLAT

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STATUS:	PROJECT NO: 1909	DATE: NOV 2023	SCALE: AS SHOWN	DRAWN: JHVD/GS	APPROVED: BJB
MUNICIPAL TRACKING NO:					
DWG. NO.	FP06				
SHT. 6 OF 6					

FS23-0438



**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

5 July 2023

Mr. Christopher P. Toale
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon Street
Luke AFB AZ 85309-1629

Ms. Nichole Flores
Development Services Specialist
City of Surprise Planning Department
16000 N. Civic Center Plaza
Surprise AZ 85374

Re: FS23-0438; Heritage Asante Parcel 11 (APN: 503-73-942F)

Dear Ms. Flores

Thank you for the opportunity to provide comments on the concept review application for Heritage Asante Parcels 11. The site sits on approximately 22 acres of vacant land at Asante BLVD and Freedom Way within the 370-acre Paradiso Asante Planned Unit of Development (PUD) in Surprise AZ. The project is for a 64-lot single-family residential development with a density of 2.90 du/ac. The site falls approximately 1.55 miles outside the Aux-1 2004 JLUS 65 Ldn, "high noise or accident potential zone" as defined by A.R.S. § 28-8461 and is 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/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. The proposal for the property as stated in the narrative, consisting of 2.90 du/ac on the property meets the GDC.

The project, as described, should not have a negative impact on Luke AFB flight operations. However, Luke AFB reserves the right to review/comment on any amendments submitted to Surprise. Since the site is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights a day. We recommend a strong notification program on the part of the applicant to inform future occupant(s) about Luke AFB operations.

If there are any questions, please contact my Senior Planner, Ms. Jenn Rahn at (623) 856-9981.

Sincerely

TOALE.CHRISTOPHER.P.10396
HER.P.1039696165

Digitally signed by
TOALE.CHRISTOPHER.P.10396
96165
Date: 2023.07.05 13:47:12 -07'00'

CHRISTOPHER P. TOALE

cc:

Colonel Keagan L. McLeese, Vice Commander, 56th Fighter Wing

Mr. Timothy A. Forero, GS-13, General Law Attorney, 56th Fighter Wing

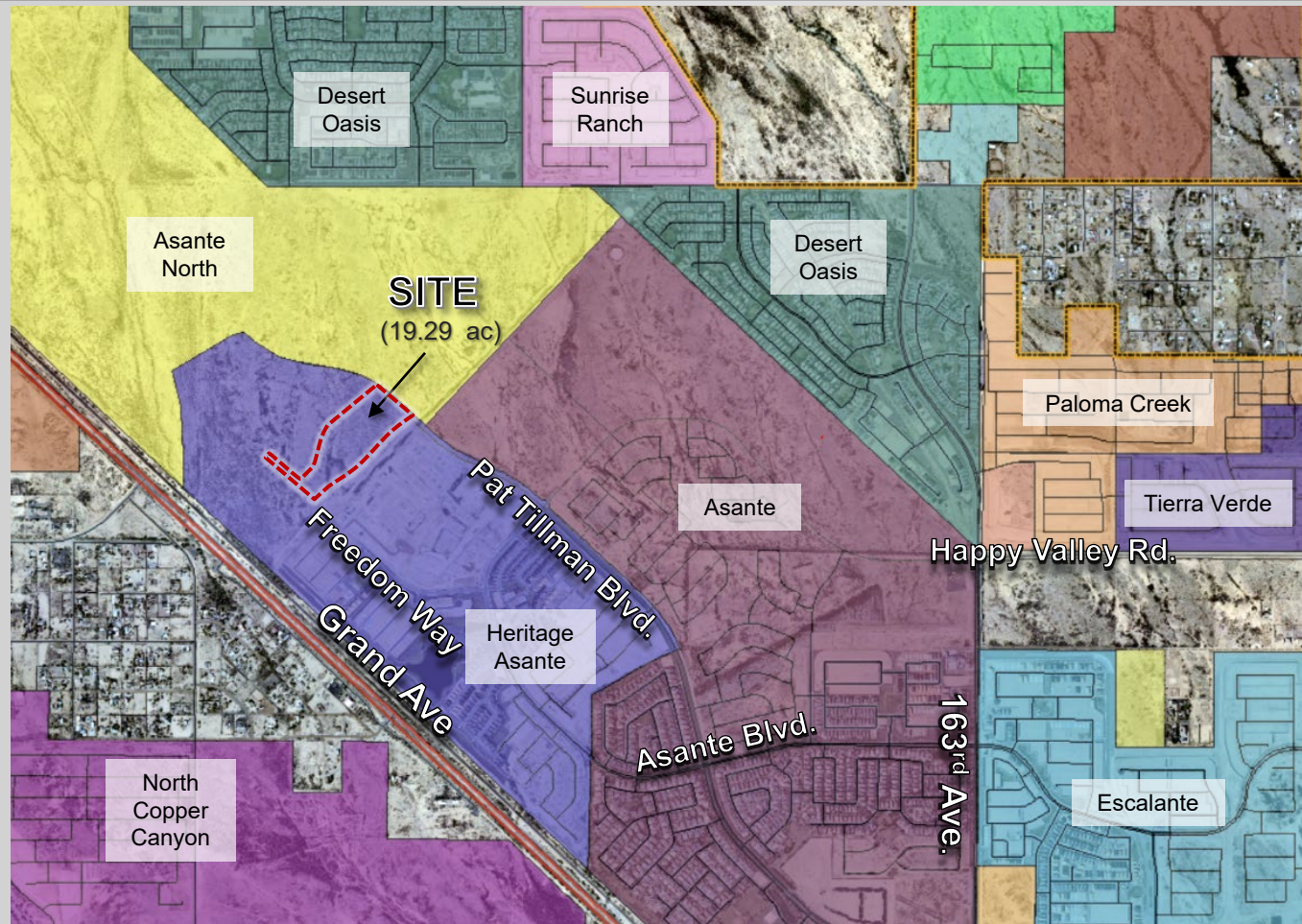


FS23-0438

Heritage Asante Parcel 11

Final Plat

City Council
January 02, 2024



VICINITY MAP



BACKGROUND

November 3, 1988: A portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

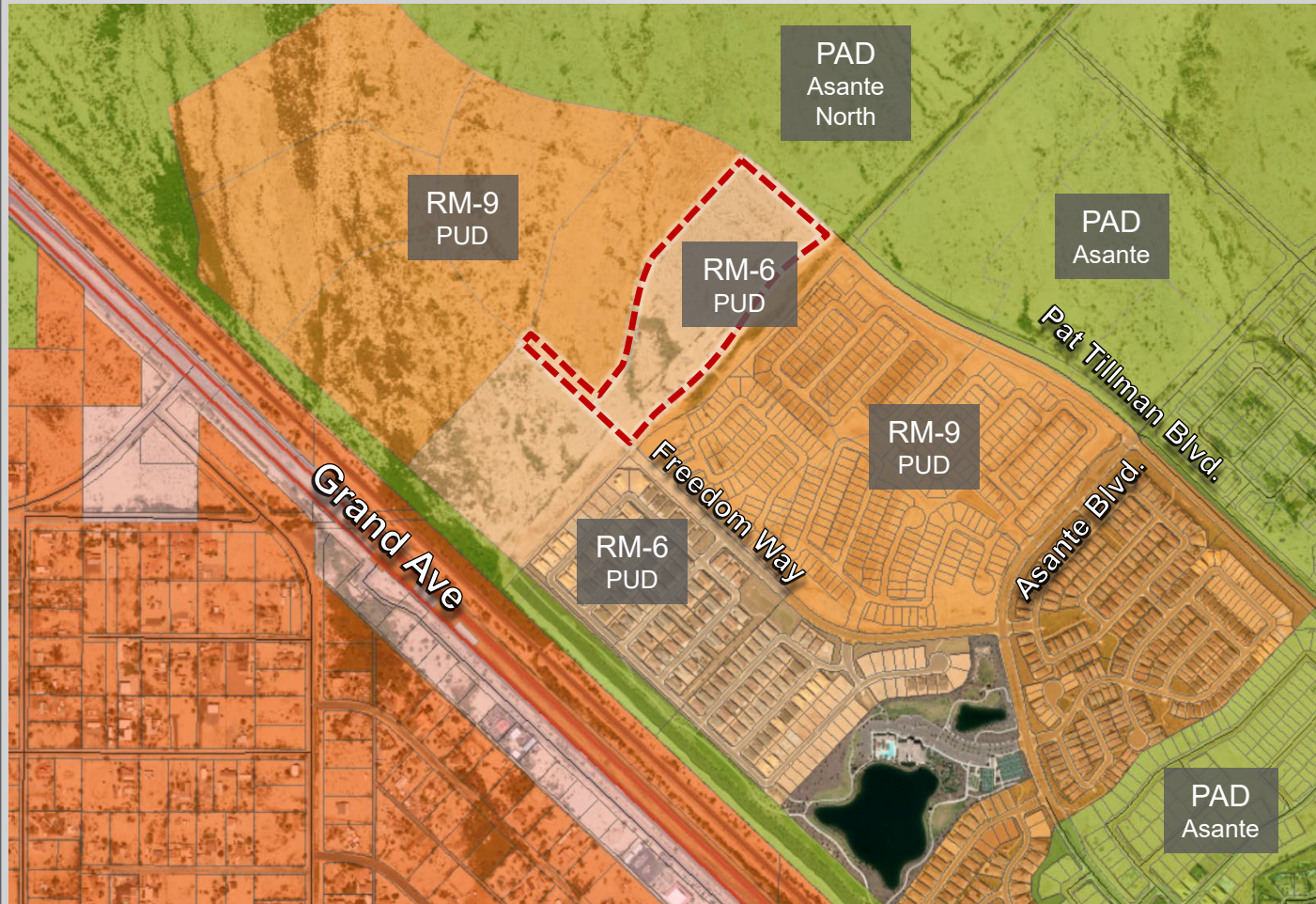
October 14, 2004: Another portion of the Asante Planned Area Development was annexed into the City of Surprise by the Mayor and City Council.

November 24, 2004: The City Council approved Ordinance 04-41 for the Asante Planned Area Development under case PAD04-124.

July 27, 2006: The City Council approved Ordinance 06-34 for the Asante North Planned Area Development under case PAD06-045.

September 19, 2017: The City Council adopted amendments to the Asante and Asante North PADs to accommodate creation of the Heritage Asante Planned Unit Development, an active adult community, under cases FS17-010, FS17-011, and FS17-012.

April 20, 2023: The Planning and Zoning Commission approved a Preliminary Plat for Heritage Asante Parcel 11 under case FS22-1425.



ZONING MAP

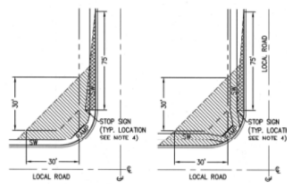
LOT TABLE			LOT TABLE			LOT TABLE		
LOT NO.	AREA (DRAFT)	AREA (ADDED)	LOT NO.	AREA (DRAFT)	AREA (ADDED)	LOT NO.	AREA (DRAFT)	AREA (ADDED)
LOT 1	7.507	0.1723	LOT 23	6.053	0.1582	LOT 43	6.050	0.0155
LOT 2	6.190	0.0000	LOT 24	6.000	0.0155	LOT 44	6.836	0.0155
LOT 3	6.190	0.0000	LOT 25	6.053	0.0155	LOT 45	7.280	0.0155
LOT 4	7.239	0.0156	LOT 26	6.000	0.0156	LOT 46	7.831	0.0176
LOT 5	6.768	0.0154	LOT 27	7.180	0.0144	LOT 48	7.280	0.0176
LOT 6	6.999	0.0167	LOT 28	7.720	0.0172	LOT 50	7.280	0.0176
LOT 7	6.741	0.0147	LOT 29	7.210	0.0165	LOT 51	7.082	0.0168
LOT 8	6.999	0.0167	LOT 30	6.053	0.0155	LOT 52	6.730	0.0168
LOT 9	6.190	0.0000	LOT 31	6.053	0.0155	LOT 53	6.730	0.0168
LOT 10	7.239	0.0156	LOT 32	7.150	0.0141	LOT 54	6.720	0.0153
LOT 11	7.580	0.0136	LOT 33	7.150	0.0141	LOT 55	6.720	0.0153
LOT 12	6.000	0.0164	LOT 34	6.600	0.0155	LOT 56	6.720	0.0153
LOT 13	6.000	0.0164	LOT 35	6.600	0.0155	LOT 57	6.346	0.0196
LOT 14	6.000	0.0164	LOT 36	6.600	0.0155	LOT 58	6.346	0.0196
LOT 15	6.000	0.0164	LOT 37	6.600	0.0155	LOT 59	6.195	0.015
LOT 16	6.000	0.0164	LOT 38	7.430	0.0156	LOT 60	6.720	0.0153
LOT 17	6.000	0.0164	LOT 39	6.430	0.0155	LOT 61	6.730	0.0163
LOT 18	6.000	0.0164	LOT 40	6.600	0.0155	LOT 62	6.720	0.0153
LOT 19	6.000	0.0164	LOT 41	6.600	0.0155	LOT 63	6.736	0.0151
LOT 20	6.194	0.0153	LOT 42	6.053	0.0155	LOT 64	6.863	0.0235
LOT 21	10.278	0.2300	LOT 43	7.150	0.0141			
LOT 22	12.326	0.0036	LOT 44	7.150	0.0141			

NOTES:

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.
3. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAN ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.

SITE SUMMARY TABLE	
OVERALL GROSS AREA	1,028,867 SQ/FT 23,6149 AC.
OVERALL NET AREA (LESS TRACT A)	840,507 SQ/FT 19,2965 AC.
NET AREA (LESS TRACTS A & B) SINGLE FAMILY	
TOTAL LOT AREA	463,117 SQ/FT 10,6317 AC.
TOTAL TRACTS (B ~ J)	377,439 SQ/FT 8,6648 AC.
TOTAL PERCENTAGE OF OPEN SPACE (B ~ J)	36.78
TRACT A	188,110 SQ/FT 4,3184 AC.
MINIMUM LOT SIZE (SQ)	6,800
AVERAGE LOT SIZE (SQ)	7,230
MINIMUM LOT WIDTH	60'
MINIMUM LOT DEPTH	110'
DENSITY (DU/AC): PER GROSS AREA	2.71
DENSITY (DU/AC): PER NET AREA	3.32

2. PLANTING WITHIN THE R/W IN VIEW EASEMENTS SHALL BE PER THE APPROVED TYPES AND DIMENSIONS AND SHALL NOT ENCRoACH WITHIN THE SIGHT TRIANGLE PER AASHTO GUIDELINES.

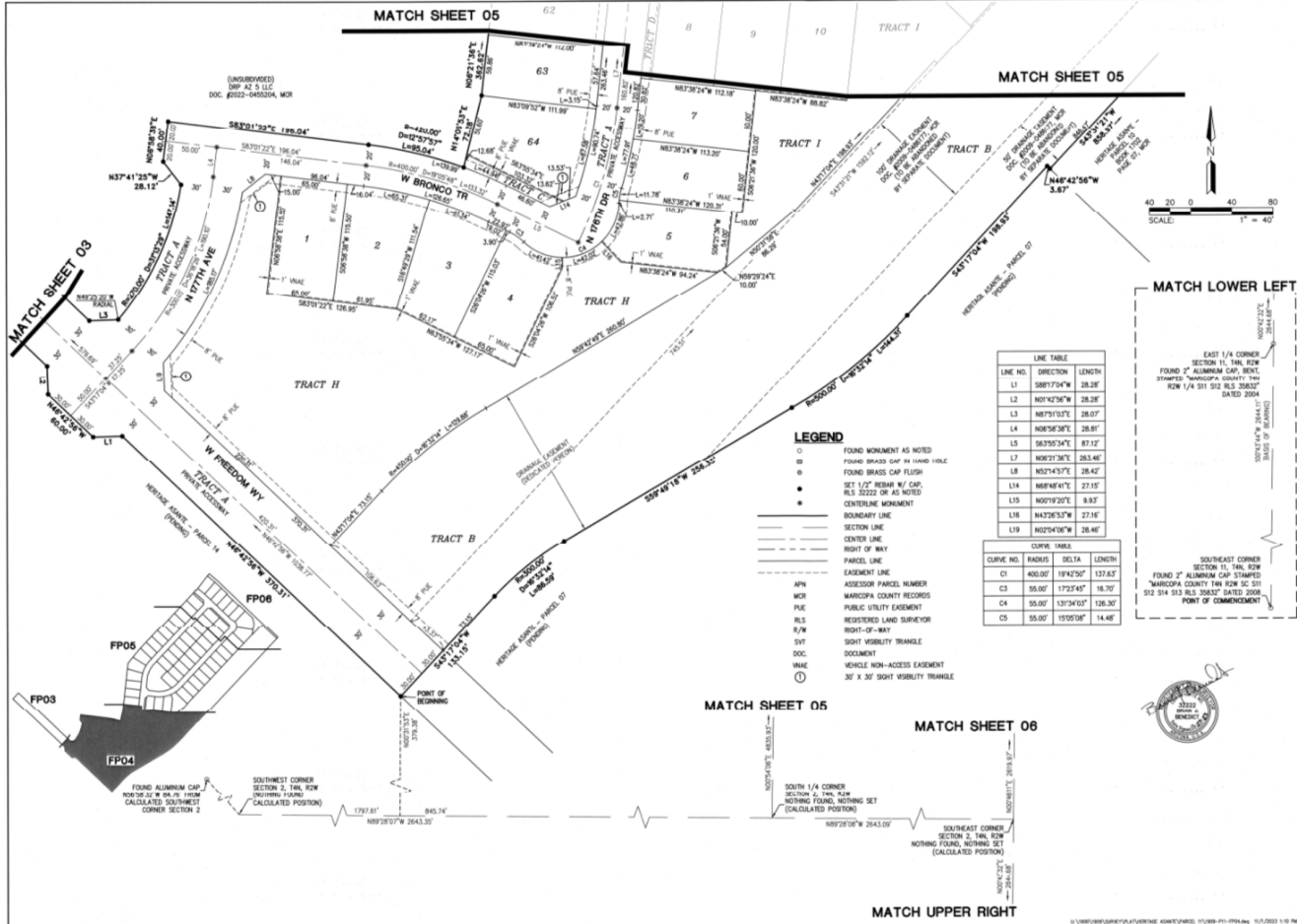


CITY OF SURPRISE SUPPLEMENTAL ENGINEERING DEVELOPMENT STANDARDS
DETAILS FOR PUBLIC CONSTRUCTION: DETAIL NO. 4-02
SEE DETAIL NO. 4-01 SIGHT DISTANCE REQUIREMENTS FOR ARTERIAL &
COLLECTOR STREETS

 **HILGARTWILSON**
ENGINEER | PLAN | SURVEY | MANAGE
1141 E. JOHNSON AVE., STE. 150 | P: 602.490.0035 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

DWG. NO.		PROJ. NO.: 1909	STATUS:
FP03 SHT. 3 OF 6		DATE: NOV 2023	
		SCALE: NONE	
		DRAWN: JHY/OS	
		APPROVED: BJB	MUNICIPAL TRACKING NO:

FS23-0438



HILGART WILSON
SURVEYOR - PLANNING - ENGINEERING - ARCHITECTURE
1000 N. GAVIN AVENUE, SUITE 100
PHOENIX, AZ 85015
www.hilgartwilson.com

HERITAGE ASANTE - PARCEL 11
FREEDOMWAY AVENUE
SURPRISE, ARIZONA

FINAL PLAT

PROJECT NO. 1909
DATE: NOV 2023
SCALE: AS SHOWN
DRAWING: JMD/JOS
APPROVED: BAB

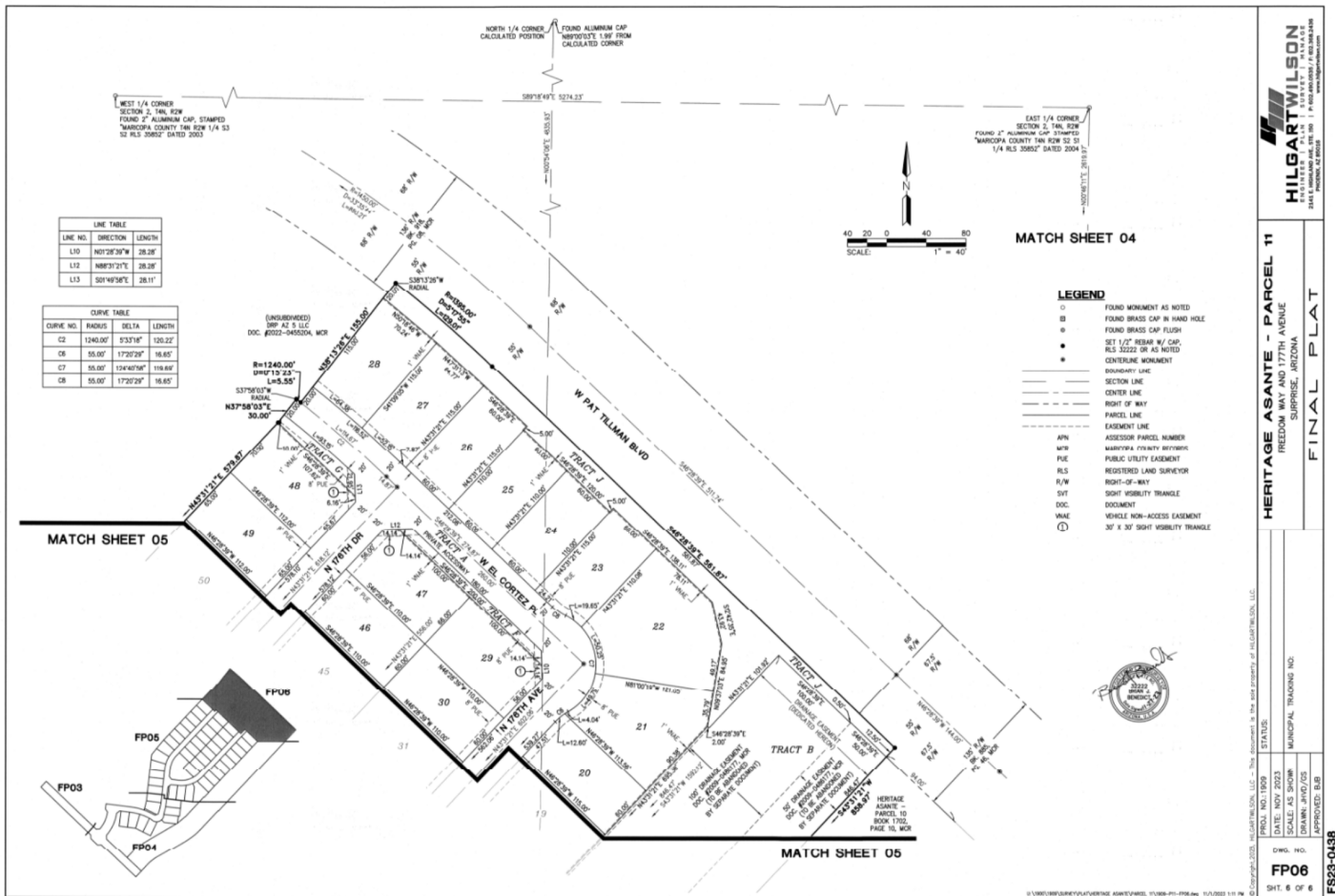
DWG. NO.
FP04
SHT. 4 OF 6

FS23-0438

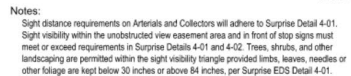
FS23-0438 FINAL PLAT

FS23-0438 FINAL PLAT





FS23-0438 FINAL PLAT



PARCEL 14:
TOTAL PROJECT AREA: 994,475 SQ FT (22.83 ACRES)
TOTAL NON-TURF PLANTING AREA: 358,063 SQ FT
TOTAL TURF AREA : 0 SQ FT (0% OF PLANTING AREAS)

Preliminary Landscape Plan

TREE PLANTING LEGEND				SHRUB PLANTING LEGEND			
SYMBOL	BOTANICAL/COMMON NAME	SIZE		SYMBOL	BOTANICAL/COMMON NAME	SIZE	MINIMUM SPACING
	<i>Fraxinus v. Rio Grande</i> ARIZONA ASH	30" BOX STANDARD			<i>ADONIS v. METROPOLITANA</i> CENTURY PLANT	5 GAL.	5' 0" O.C.
	<i>Fraxinus v. Sio Grande</i> ARIZONA ASH	24" BOX STANDARD			<i>BONARIANILLA "TIGER TONG"</i> TIGER TONG BLOOMING GRASS	5 GAL.	5' 0" O.C.
	<i>Pinus edulis</i> MONROE PINE	30" BOX STANDARD			<i>BOULEAUDE v. BLONDE</i> AMERICAN YUCCA GRAMA GRASS	5 GAL.	5' 0" O.C.
	<i>Pinus v. Red Pine</i> RED PINE	30" BOX STANDARD			<i>CAROLINA PINUS</i> CAROLINA BIRD OF PARADISE	5 GAL.	5' 0" O.C.
	<i>Prosopis v. Mesquite</i> HONEY MESQUITE	24" BOX STANDARD LOW BRANCH			<i>DIABOLICA v. VALENTINE</i> VALENTINE BUSH	5 GAL.	5' 0" O.C.
	<i>Quercus virginiana "Heritage"</i> HERITAGE LIVE OAK	30" BOX STANDARD			<i>HEPHERIA DE PARADISE</i> RED YUCCA	5 GAL.	5' 0" O.C.
	<i>Ulmus parvifolia "Drake"</i> DRAKE ELM	30" BOX STANDARD			<i>LEUCOPHYLLA LONGIRAMINA</i> AND BIRCH	5 GAL.	5' 0" O.C.
					<i>MUNA ENDRAGICA v. REGAL MEET</i> REGAL MEET	5 GAL.	5' 0" O.C.
					<i>MYRTILLUS COMARANDENSIS</i> MYRTLE	5 GAL.	5' 0" O.C.
					<i>OLEA EUROPEA "MONTE"</i> LITTLE OLIVE DRIFT	5 GAL.	5' 0" O.C.
					<i>PENSTEMON TIBETALIS</i> TIBETALIS PLANTING GRASS	1 GAL.	5' 0" O.C.
					<i>PENSTEMON TIBETALIS</i> TIBETALIS PLANTING GRASS	5 GAL.	5' 0" O.C.
					<i>TEUCORIUM COMARANDENSIS</i> WALL DEARBERRY	1 GAL.	24" O.C.





SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: January 2, 2024

Contact Person: Seth Dyson, DIRECTOR - HSCV

Submitting Department: Human Svcs and Comm
Vitality

District: District 4

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of the Recognition, Non Disturbance and Attornment Agreement between GEM Heritage, LLC, the Housing Authority of Maricopa County and the City of Surprise in support of the Heritage 202 Senior Housing project.

Motion:

I move to approve the Recognition, Non Disturbance and Attornment Agreement between GEM Heritage, LLC, the Housing Authority of Maricopa County and the City of Surprise.

Background:

On December 5, 2023, City Council approved the Ground Lease, Parking Agreement, Funding Agreement, Density Transfer and Declaration of Restrictions in support of the Heritage Senior Housing project located at Nash St. and Santa Fe Drive in the Surprise Heritage District. The Ground Lease allows HAMC to lease the Property from the City. HAMC and GEM Housing, LLC (GEM) have entered into a Ground Sublease which allows GEM to lease Property from HAMC.

This Recognition, Non-Disturbance, and Attornment Agreement, should have been an exhibit to the approved Ground Lease, however, it was omitted. Therefore, it is being brought for consideration at this time as a standalone agreement.

Objective Analysis:

Approval of this item confirms all parties understanding with respect to the Ground Lease, Sublease, Property, Premises, and the rights of Subtenant and Tenant thereunder and in essence, provides that in the event HAMC is ever removed by the Lienholder (Wells Fargo), the City will offer a new lease under the same terms and conditions to the lienholder or an affiliate of the lienholder.

Policy Compliant:

This item is compliant with City and Council policies.

Financial Impact:

None

Budget Impact:

None

FTE Impact:

None

ATTACHMENTS:

1. 12.27.23 Heritage Senior - RNDA_Heritage FINAL
-

**AFTER RECORDING PLEASE MAIL
TO:**

Wells Fargo Bank, National Association
MAC D1086-239
550 S Tryon Street, 23rd Floor
Charlotte, NC 28202
Attention: Brittany Hudson
Loan No.: 1021555

SPACE ABOVE RESERVED FOR RECORDER'S USE

RECOGNITION, NON DISTURBANCE AND ATTORNMENT AGREEMENT

THIS RECOGNITION, NON DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is effective as of December [], 2023 (the "Effective Date") by and between GEM HERITAGE LLC, an Arizona limited liability company ("Subtenant"), HOUSING AUTHORITY OF MARICOPA COUNTY, a political subdivision of the State of Arizona ("Tenant"), and the CITY OF SURPRISE, ARIZONA, a political subdivision of the State of Arizona ("City").

R E C I T A L S

WHEREAS, City is the owner in fee simple of that certain real property described on Exhibit A attached hereto, together with the improvements thereon (the "Property");

WHEREAS, City and Tenant have entered into that certain Ground Lease of even date herewith (the "Ground Lease"), pursuant to which Tenant leases the Property from City (as more particularly described in the Ground Lease, the "Premises");

WHEREAS, Tenant and Subtenant have entered into that certain Ground Sublease of even date herewith (the "Sublease") pursuant to which Subtenant leases the entirety of the Premises from Tenant;

WHEREAS, a memorandum of the Sublease is being recorded in the Official Records of the County of Maricopa, Arizona (the "Official Records") substantially concurrently herewith; and

WHEREAS, City, Tenant, and Subtenant, desire to confirm their understanding with respect to the Ground Lease, Sublease, Property, Premises, and the rights of Subtenant and Tenant thereunder.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. Ground Lease.

(a) The parties hereby acknowledge and agree that the Sublease and the subleasehold estate created thereby and all of Subtenant's rights thereunder are subordinate and subject to the Ground Lease and the rights of City thereunder and to any and all renewals, modifications, consolidations, replacements and extensions thereof. This Agreement shall be effective upon the Effective Date. On the Effective Date, Tenant shall cause an original executed copy of this Agreement to be recorded in the Office of the Maricopa County Recorder, and also shall deliver to Subtenant a conformed copy of the recorded Agreement (which shall contain all applicable recording information).

(b) Capitalized terms not defined herein shall have the meaning given to them in the Ground Lease; provided where applicable below, the term "Subtenant" shall be substituted for the term "Tenant" with respect to such defined terms set forth in the Ground Lease. As used in this Agreement, "Subtenant's Estate" means all of Subtenant's right, title and interest in its subleasehold estate in the Premises, any ownership interest it may have in the Project, and all of its other interests under the Sublease.

(c) The parties to this Agreement hereby acknowledge and agree that Subtenant is not a party to the Ground Lease; notwithstanding the foregoing, the parties hereby agree as follows with respect to Subtenant and Subtenant's Estate:

(1) Subtenant shall be permitted to, on behalf of Tenant, directly perform any obligations of Tenant under the Ground Lease (including without limitation Tenant's obligations with respect to Base Rent and Additional Payments), and City agrees to accept any such performance by Subtenant in satisfaction of Tenant's applicable obligations under the Ground Lease; provided all parties hereby agree that no such performance by Subtenant, nor the City's acceptance thereof, shall be deemed to make Subtenant a party to the Ground Lease or the City a party to the Sublease. Any such performance by Subtenant on behalf of Tenant must be done in accordance with all of the applicable terms and conditions of the Ground Lease, and City's acceptance of any such performance shall not be deemed a waiver of City's rights or remedies under the Ground Lease to the extent such performance does not fully satisfy the Tenant's obligations under the Ground Lease.

(2) Subtenant shall have the same (but not greater) rights as Tenant with respect to any Encumbrances related to Subtenant's Estate, subject to all applicable terms and conditions of the Ground Lease as if Subtenant was the Tenant thereunder, including without limitation the provisions of Section 17.7 of the Ground Lease.

(3) All Lienholders, shall have the same (but not greater) rights as granted to any Lienholders pursuant to the Ground Lease, as if Subtenant were the Tenant thereunder, including without limitation the rights set forth in Section 17.7 of the Ground Lease.

(4) In furtherance of the forgoing provisions of this Section 1, the parties hereby agree that, without need for further Tenant approval or consent, Subtenant may work directly with City, and vice versa, with respect to Subtenant's performance of any Tenant

obligations under the Ground Lease. Notices from Subtenant to City and City to Subtenant, as applicable, in connection with the foregoing, shall be delivered in accordance with the applicable terms and conditions of the Ground Lease and shall be deemed notice to Tenant under the Ground Lease.

(5) Without limiting the foregoing provisions of this Section 1, the parties hereby agree that nothing in this Section 1 or elsewhere in this Agreement shall in any way be construed as making Subtenant a party to the Ground Lease or the City a party to the Sublease.

2. Non-Disturbance; Attornment. If, at any time, the Ground Lease is terminated prior to the scheduled end of its Term, for any reason other than the expiration of the Term, then so long as the Sublease is then in full force and effect (without giving effect to such termination of the Ground Lease), Subtenant complies with this Agreement, and at such time no default on the part of Subtenant exists under the Sublease (past any applicable notice and cure periods), and the Investor Member of Subtenant has removed GEM Heritage MM, LLC as the managing member of the Subtenant and substituted an affiliate of Investor Member as the replacement managing member of Subtenant, then Subtenant shall have the right to obtain a new direct lease with the City on the same terms as set forth in the Ground Lease, for the balance of the term thereof. If the Sublease has been terminated or Subtenant is in default beyond any notice and cure period and any additional cure period granted to Lienholders pursuant to Section 17.7 of the Ground Lease, then Wells Fargo Bank, National Association ("Wells"), as Sublease Lienholder shall have the right to obtain a new direct lease with the City pursuant to the terms of Section 17.7 of the Ground Lease as applied to the Sublease hereby. Without limiting the foregoing, it is understood that if (i) Wells, as the tenant under a new lease, desires to assign its interest in the new lease, City shall have all approval rights with respect thereto as set forth in the Ground Lease and (ii) if the Investor Member, as the replacement managing member of Subtenant, desires to assign its interest in Subtenant, City shall have the right, not to be unreasonably withheld or delayed, to approve the assignee of such managing member interest.

The City further agrees that, should a Lienholder or its designee acquire Tenant's interest in the Ground Lease 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 the Ground 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 the City shall have the same rights and obligations toward one another which they would have had had the Ground Lease been entered into with the City, 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 the City was aware, but failed to provide timely notice to the Lienholder in accordance with the Ground Lease.

3. Cure of Tenant Defaults.

(a) City hereby agrees that from and after the Effective Date, City will not terminate the Ground Lease in the event of a Tenant default thereunder until it has given written notice of such Tenant default to Subtenant pursuant to Section 17.7 of the Ground Lease, and Lienholder and Subtenant has failed within the same time period provided to Tenant under the Ground Lease, to remedy such Tenant default.

(b) City further acknowledges and agrees that any Lienholder shall have the right, but not the obligation, to cure a Tenant default in accordance with, and subject to, the applicable terms and conditions of Section 17.7 the Ground Lease that are applicable to the Lienholder.

4. Notices. Any notice or other communication made or given by any party in connection with this Agreement shall be delivered in accordance with the requirements of Article 21 of the Ground Lease and to senior Lienholder as follows:

Wells Fargo Bank, National Association
550 S. Tryon Street
23rd Floor, D1086-239
Charlotte, NC 28202-4200
Attn: Manager, Deal Management
Loan No. 1021555

And a copy to:

Wells Fargo Bank, National Association
Community Lending and Investment
401 B Street, 11th Floor
San Diego, CA 92101
MAC E2901-110
Attention: Christian von Merkatz

5. Miscellaneous.

(a) Subtenant's enforcement of any provisions of this Agreement shall not entitle Tenant to claim any interference with the contractual relations between City or Tenant or give rise to any claim or defense against Subtenant with respect to the enforcement of such provisions.

(b) Tenant and Subtenant agree that this Agreement satisfies any condition or requirement in the Sublease relating to the granting of a subordination or non-disturbance agreement.

(c) This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns as authorized pursuant to the terms of the Ground Lease and Sublease as applicable.

(d) The captions appearing under the paragraph number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

(e) If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

(g) This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement.

(h) This Agreement cannot be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of Subtenant, City or Tenant, but only by an agreement in writing signed by all parties hereto.

(i) In the event of a dispute between any of the parties hereto over the meaning of this Agreement, all parties hereto shall be deemed to have been the drafter hereof, and any applicable law that states that contracts are construed against the drafter shall not apply.

(j) A.R.S. § 38-511 is applicable to this Agreement.

*Remainder of page intentionally left blank.
Signatures on following pages*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

“CITY”

CITY OF SURPRISE

By _____
Name _____
Its _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

“TENANT”

HOUSING AUTHORITY OF MARICOPA COUNTY,
a political subdivision of the State of Arizona

By: _____
Gerald Minott, Executive Director

“SUBTENANT”

GEM HERITAGE , LLC,
an Arizona limited liability company

By: GEM Heritage, MM, LLC, an
Arizona limited liability company, its
Managing Member

By: Housing Authority of Maricopa County, a
a political subdivision of the State of Arizona
its Manager

By: _____
Gerald Minott, Executive Director

[APPEND NOTARY PAGES.]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel No. 1:

Lot 1, of PARCEL ASSEMBLAGE FOR HERITAGE SENIOR APARTMENTS, recorded in Book 1755 of Maps, page 27, records of Maricopa County, Arizona.

Parcel No. 2:

An Easement for Parking and Pedestrian and vehicular ingress and egress as set forth in that certain Parking Agreement recorded concurrently herewith.

APN: 501-80-034E

Summary report: Litera Compare for Word 11.5.0.74 Document comparison done on 12/26/2023 11:25:20 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4864-0877-9388/5/Heritage Senior - RNDA (Sublease) (Heritage).docx	
Modified DMS: nd://4864-0877-9388/6/Heritage Senior - RNDA (Sublease) (Heritage).docx	
Changes:	
<u>Add</u>	4
<u>Delete</u>	5
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	9