



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

Tuesday, June 4, 2024 @ 6:15 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

Monsoon Awareness Week Mayoral Proclamation

E. City Manager Report

The City Manager may present a brief summary of current events, including recognition of community members, employees, and programs, pursuant to A.R.S. § 38-431.02(K). The City Council will not discuss or take action on any matter within the City Manager Report.

F. City Clerk Report

G. Call To The Public

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

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

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

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

H. Regular City Council Meeting Agenda

CONSENT AGENDA:

1.	Internal	Consideration and action to approve the May 21, 2024 Work Session Minutes, and Regular City Council Meeting Minutes.	Kristi Passarelli City Clerk
2.	Citywide	Consideration and action pertaining to approval of amendments to the Comprehensive Citywide Fee Schedule by increasing, removing, or newly adopting certain fees; Resolution #2024-45.	Andrea Davis Finance
3.	Citywide	Consideration and action pertaining to approval of Amendment No. 4 to the Intergovernmental Agreement with Maricopa County for Home Program Funds; Resolution #2024-80.	Seth Dyson Human Svcs and Comm Vitality
4.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget authority in the amount of \$10,000 for the Utility Assistance Program and approving an amendment to the Independent Contractor Agreement with Arizona Community Action Association; Resolution 2024-79.	Seth Dyson Human Svcs and Comm Vitality
5.	District 1	Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado West San Ysidro Road, generally located at the southeast corner of West Happy Valley Road and North 147 th Avenue; Resolution # 2024-81.	Kristin Tytler Public Works
6.	District 3	Consideration and action pertaining to approval of the Final Plat entitled, "Brake Masters" and dated March 29, 2024, a property located at the northeast corner of Cotton Lane and Waddell Road. Case FS24-0095.	Tanner Wessel Community Development
7.	Internal	Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) with the City of Glendale for special event fire and medical staffing; Resolution #2024-83	Brenden Espie Fire - Medical
8.	Citywide	Consideration and action pertaining to approval of an amendment to an Intergovernmental Agreement (IGA) with the City of El Mirage for fire records management software sharing; Resolution #2024-68.	Brenden Espie Fire - Medical
9.	Citywide	Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget authority in the amount of \$15,900 to account for acceptance of a grant award from the Office of Justice Programs (OJP) Edward Byrne Memorial Justice Assistance Grant Program; Resolution #2024-91.	Benny Pina Police
REGULAR AGENDA ITEM - PUBLIC HEARING:			
10.	Citywide	Consideration and action pertaining to adoption of amendments to the City of Surprise Municipal Tax Code relating to certain Transaction Privilege Tax rates; Ordinance # 2024-09.	Andrea Davis Finance
11.	District 1	Presentation, discussion, and public hearing on the annexation proposal known as Case FS23-0991, 162nd Drive Self Storage, in accordance with Arizona Revised Statute 9-471(A)(3).	Chris Sexton Community Development
12.	District 5	Consideration and action regarding a Comprehensive Sign Program (CSP) for the Litchfield Place commercial	Leslie Carnie

development, generally located north of the northwest corner of Litchfield Road and Waddell Road; Case # FS23-0853.

Community
Development

REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

- | | | | |
|---|------------|--|---|
| 13. | District 1 | Consideration and action pertaining to acceptance of the Turnover Agreement of all Developer Phase Land and Phase 1A SPA 2 PERC Water Reclamation Facility in accordance with the Asante Development Agreement; Resolution #2024-29. | Michael Boule
Water Resource
Management |
| 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, May 30, 2024 @ 10:00 AM

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE

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



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 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: June 4, 2024
Submitting Department: City Manager Office
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:

Monsoon Awareness Week Mayoral Proclamation

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 2024
Submitting Department:
Staff Recommendations:

Contact Person:
District: Citywide

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

Agenda Wording:
City Manager sub-text

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 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

Agenda Wording:

Consideration and action to approve the May 21, 2024 Work Session Minutes, and Regular City Council Meeting Minutes.

Motion:

I move to approve the May 21, 2024 Regular City Council Meeting, and Work Session Minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

1. 052124 City Council Work Session Minutes DRAFT
 2. 052124 City Council Regular Meeting Minutes DRAFT
-



CITY OF SURPRISE
Regular City Council Work Session
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, May 21, 2024 @ 5:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the City Council Work Session of May 21st, 2024 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 Mayor Hall were Vice Mayor Nick Haney, Council members Chris Judd, Alyson Cline, Patrick Duffy, Ken Remley and Jack Hastings.

C. Pledge of Allegiance

Mayor Hall led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

E. City Manager Report

1. City Manager sub-text

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. Discussion pertaining to an update on the AZ TechCelerator: Past-Present-Future.

Economic Development Director, Jeanine Jerkovic, came to present this item. She talked about the past of the TechCelerator, The 15 years of Small Business Dedication & Success, the present state of the property, and the potential future of the site. She went over the Program Service & Financial Profile, the Surprise Center for Entrepreneurship, 2025 Outlook, New Incubator Concept, and a Conceptual Cost Scenario Analysis for old City Hall. Jeanine talked about Elm Street and the development going on there, as well as partnerships.

Councilmember Cline, asked about advertising in the metaverse? She also asked if they should decide to repurposed the space? Jeanine said that the Metaverse is a great launching point, to market our community. She also talked about the space perceptive and how the average incubator is typically small, and how they could grow more in City Center down the road if need be.

Councilmember Judd, asked what will happen to current tenets in the TechCelerator. Jeanine said they have been meeting with them to give them a rough timeline; she wants to launch a

graduation curriculum for the current businesses there. Councilmember Judd, asked what the graduation process is like, and how the economy evolves around it? Jeanine said typically they have an advisory committee, and how if they meet certain milestones that indicate growth. She said they hoped to help businesses network and develop business plans.

Councilmember Remley, he talked about the history of the TechCelerator. He talked about Ottawa University developing a business program potentially. He talked about the size and how it will be different from what exists now.

2. Discussion pertaining to the potential use of the McMicken Dam Conservation Area by the City of Surprise.

Eric Fitzer, came to present this item. He gave some background about the area, The Maricopa Trail, the City's history of wildlife corridors, 2015 Parks Open Space and Trails Master Plan, a 2030 Goal, the 2023 Strategic Plan, the 2040 General Plan, Goal 7.2, Partnerships, and Potential Land Use Plan.

Mayor Hall asked if Bell Road was the top border? Eric said it was and talked about the size of the land.

Eric went on to talk about the different areas of the land use plan.

Councilmember Judd, talked about the history of this item and thanked staff for the presentation. He asked how long the corridor is? Eric said it was 12 miles. Councilmember Judd talked about the benefits of this trail and potential future uses. The potential for possible wet lands, or other outdoor uses. He talked about partnering with developers to make green space. He also talked about how it's already connected to the White Tank Mountains. He said it was a great time to make a partnership with the County. Councilmember Judd also talked about the parcels and if they City could possible acquire more land in the future. He then asked about the cost? Eric said they were ranging the cost from \$200,000 to \$300,000 per year. Councilmember Judd then asked about enforcement cost? Eric said it would depend on the amount of man hours to go out but that it should be minimal. Councilmember Judd said this would be a wonderful future amenity for Citizens.

Councilmember Remley talked about the legacy of the City and protecting wildlife will be important part of it.

Mayor Hall asked what the next steps are? Eric said it was further conversations, and working in earnest with the Maricopa County Flood Control District.

- I. Other Business and Future Agenda Items
- 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: Nick Haney

Seconded By: Chris Judd

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

No: None

Abstain: None

Vote Result: Passed

Meeting Adjourned at 5:46 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, May 21, 2024.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE
Regular City Council Meeting
16000 N. Civic Center Plaza
Surprise, AZ 85374
Tuesday, May 21, 2024 @ 6:00 PM
COUNCIL CHAMBERS

A. Call To Order

Mayor Hall called the Regular Council Meeting of May 21st, 2024 to order at 6:00 p.m., located at Surprise City Hall, 16000 N. Civic Center Plaza, Surprise, AZ. 85374.

1. Invocation

Damaris Litterni came to give an invocation for the meeting.

B. Roll Call

In attendance with Mayor Hall were Vice Mayor Nick Haney, Council members Chris Judd, Alyson Cline, Patrick Duffy, Ken Remley and Jack Hastings.

C. Pledge of Allegiance

Canyon Ridge Elementary School Students led the Pledge of Allegiance.

D. Proclamation and Community Acknowledgements

Mayor Hall talked about the May 17th Hostage call and acknowledged the work by Police and Fire during the tragedy.

E. City Manager Report

Bob introduced 3 items. He acknowledged the contributors for Founder's Day. Mayor Hall and Councilmember Remley came to thank the committee members.

Bob also acknowledged the Industrial Commission of Arizona and the Large Public Employer Workplace Safety award that was given to the City. He thanked staff for their efforts.

Shelby Fenwick came up to introduce the 6 newest members of Youth Council. Connor Wilson, Ayana Hood, Alice Baughman, Deon Robinson, Chloe Eastburn, Emma Tran. City Clerk Passarelli administered the Oath to the members.

Shelby further thanked Canyon Ridge Elementary School members for their participation in leading the pledge. She introduced Jackson and Lila to address Council.

She also introduce the Yount Council Members at the Dias.

Kayla Vargas, Valley Vista Highschool
Braedan Aftanski, Paradies Honors Highschool

2. City Manager sub-text

3. Reports

F. City Clerk Report

4. Reports

G. Call To The Public

Kevin Sartor, a Surprise Resident, came to talk about Councilmember Cline and request a censure.

Rebekah Massie, a Surprise Resident, came to talk about Councilmember Cline and the upcoming elections.

Gregory Garcia & Ray Grimm, Independent News Media, came to talk about the upcoming Mayoral debate.

Quintus Shulzke, a Surprise Resident, came to talk about current issues in Surprise and his website to track that.

Lisa Everett, a Surprise Resident, came to talk about Councilmember Cline.

Claire Hunstman, a Surprise Resident, came to talk about creating a council voting record.

Tina Huntsman, a Surprise Resident, came to talk about transparency and how council is interacting with citizens, and budget.

Petri Ahonen, a Surprise Resident, came to talk about vagrants in the Aqua Fria river bed.

H. Regular City Council Meeting Agenda

5. CONSENT AGENDA:

Vice-Mayor Haney, asked to remove item 8.

Councilmember Remley asked to remove item 2.

Motion: To Approve (Minus Items 8 & 2)

Initiated By: Nick Haney

Seconded By: Jack Hastings

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

No: None

Abstain: None

Vote Result: Passed

1. Consideration and action to approve the May 7, 2024 Work Session Minutes, and Regular City Council Meeting Minutes.
2. Consideration and action to move the Regular Work Session and Council Meeting scheduled for Monday, August 5, 2024 to Tuesday, August 6, 2024 due to the Primary Elections being rescheduled for Tuesday, July 30, 2024.

City Clerk Passarelli explained the scheduling.

Motion: To Approve

Initiated By: Ken Remley

Seconded By: Aly Cline

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

No: None

Abstain: None

Vote Result: Passed

3. Consideration and action to approve Off-Track Wagering for Runner's Sports Bar located at 12751 W. Bell Road, Surprise, Arizona for the term of June 1, 2024 through May 31, 2027.
4. Consideration and action to approve Off-Track Wagering for Brookside II Sports Bar & Grille located at 15170 W. Bell Road, Suite 115, Surprise, Arizona for the term of June 1, 2024 through May 31, 2027.
5. Consideration and action pertaining to the acceptance of the FY2025 Dysart Unified School District No. 89 Intergovernmental Agreement; Resolution #2024-70.
6. Consideration and action pertaining to acceptance of Amendment No. 1 to the Intergovernmental Agreement with Maricopa County for Workforce Development Services; Resolution #2024-67.
7. Consideration and action pertaining to approval of amendments to the FY2025 Comprehensive Financial Management Policies; Resolution #2024-66.
8. Consideration and action pertaining to approval of a Cell Tower Lease Agreement at the Desert Oasis Water Supply Facility; Resolution #2024-84.

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

Vice-Mayor Haney, asked what happens when its built and if any carrier can put their equipment on it? Eric said it was. Vice-Mayor Haney talked about how the area needed this expansion. Councilmember Haney, asked about other sites? Eric said Fire Station 304, Rancho Mercado, and Section 10 Pocket park as potential sites. Vice-Mayor Haney asked about the timeline? Eric said they have a year to build.

Councilmember Hastings, asked if this will cover down to Bell Road? Eric said by developing north it will alleviate traffic to the south and they are looking at further options.

Motion: To Approve
Initiated By: Nick Haney
Seconded By: Patrick Duffy

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

Vote Result: Passed

9. Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget authority in the amount of \$160,300 to account for increased Spring Training ticket surcharge revenues; Resolution #2024-87.
10. Consideration and action pertaining to approval of an Intergovernmental Agreement with the Arizona Game and Fish Commission to continue the Community Fishing Program at Surprise Lake located within the Surprise Community Park; Resolution #2024-65.
11. Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget in the amount of \$4,000 and authorization to accept a grant award from the Michael Phelps Foundation; Resolution #2024-73.

12. Consideration and action pertaining to approval of the Final Plat entitled, “Asante – Unit 3.4A & 3.4B” and dated March 01, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard.
13. Consideration and action pertaining to approval of the Final Plat entitled, “Asante Planning Area 4 – Unit 3.7A” and dated April 02, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard.
14. Consideration and action pertaining to approval of the Final Plat entitled, “Asante Unit 3.7B, Unit 3.7C and Unit 3.8A” and dated February 23, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard.
15. Consideration and action pertaining to approval of the Final Plat entitled, “Asante – Unit 3.8B and Unit 4.1” and dated February 23, 2024, a site generally located northeast of Happy Valley Road and Pat Tillman Boulevard.

6. REGULAR AGENDA ITEM - PUBLIC HEARING:

16. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 289807, requested by Joanne Karen Feinstein, for First Watch #1052 for Series 12 Liquor License. First Watch #1052 is located at 16430 W Waddell Road, Surprise, AZ 85204.

Motion: To Approve
Initiated By: Patrick Duffy
Seconded By: Nick Haney

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

Vote Result: Passed

17. Consideration and action pertaining to a recommendation to the Arizona Department of Liquor Licenses and Control (DLLC) on Application No. 294109, requested by Navayogasingam Thuraisingam, for Ohso Brewery for Series 12 Liquor License. Ohso Brewery is located at 13448 N Prasada Parkway, Surprise, AZ 85388.

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

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

Vote Result: Passed

7. REGULAR AGENDA ITEM - NON-PUBLIC HEARING:

18. Consideration and action pertaining to adoption of development impact fees in accordance with the Land Use Assumptions and Infrastructure Improvements Plan adopted by Council on February 20, 2024, and Arizona Revised Statute §9-463.05; Resolution #2024-72.

Chief Financial Officer, Andrea Davis, came to present this item. She talked about the timelines, Ground rules, Fee Category Overview, Governmental Impact Fees, Utility Impact Fees, Proposed Single-Family Fees.

Councilmember Hastings, asked who pays the fees? Andrea said it was paid by developers. Councilmember Hastings asked why the half street improvement was better than a traffic tax? Andrea said that it keeps up more with inflation and the timing is better, and pay the actual costs. Councilmember Hastings talked about the ramifications of not increasing the fees.

Councilmember Judd, asked if the developers don't pay the fees who makes up the difference? Andrea said that the difference would have to be covered by the City.

Motion: To Approve
Initiated By: Jack Hastings
Seconded By: Chris Judd

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

Vote Result: Passed

19. Consideration and action pertaining to the award of the Education Subcommittee Youth Scholarship Program.

Danielle Osborne, came to present this item. She talked about the purpose of the Program, Overview, Requirements, and Scoring Criteria.

Motion: To Approve
Initiated By: Chris Judd
Seconded By: Jack Hastings

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

Vote Result: Passed

Councilmember Hastings talked about the history of this committee. He then introduced the recipients. Otis Farjaszewski, Dominic Cleveland, Kyriana Lynch, Brooke Wilkins, Merek Galindo, and Lilly Sekosky.

20. Consideration and possible action pertaining to providing city facilities such as the City Council Chambers and Public Safety Complex for hosting a neutral candidate forum event.

Motion: To Table Indefinitely
Initiated By: Jack Hastings
Seconded By: Chris Judd

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

Vote Result: Passed

- I. Other Business and Future Agenda Items

Councilmember Hastings, moved to add an item to investigate Councilmember Cline.
Councilmember Judd Seconded. Attorney Wingo, said that he would consider that a request for future executive session.

Councilmember Remley, moved to have a discussion item to create a historical committee to gather artifacts for the City. Councilmember Cline Seconded.

J. City Council Reports

Councilmember Cline had nothing.

Councilmember Duffy, talked about his trip to the Washington DC.

Vice-Mayor Haney, said he had a community meeting at Western Peaks at May 28th, at 6:00 PM. He talked about the events that happened on Friday and how the City reacted.

Councilmember Judd, talked about how proud he was of our public safety.

Councilmember Hastings, talked about the recent events. He thanked the first responders to the scene.

Councilmember Remley, said his monthly meeting is not he 4th Wednesday at 6 at sun village.

Mayor Hall, talked about Public Works Week, thanking them. He also talked about the start of Summer and Memorial Day coming up.

K. Executive Session

8. Executive Session Items

9. Executive Disclaimer - Part 1

10. Executive Disclaimer - Part 2

11. Executive Disclaimer - Part 3

L. Adjournment

Motion: To Adjourn
Initiated By: Chris Judd
Seconded By: Jack Hastings

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

Vote Result: Passed

Meeting Adjourned at 7:26 PM

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, May 21, 2024.**

Kristi Passarelli, City Clerk



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2024

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of amendments to the Comprehensive Citywide Fee Schedule by increasing, removing, or newly adopting certain fees; Resolution #2024-45.

Motion:

I move to approve Resolution #2024-45.

Background:

Per the City of Surprise Comprehensive Financial Management Policies, user fees and charges will be examined periodically. Various city departments have reviewed their fees to ensure they align with current costs of service. The proposed updates were presented to City Council during the April 2, 2024 Work Session. Notice of fees requiring public notice was posted for the required 60 days following the Council Work Session.

Objective Analysis:

The City charges a range of user fees for services provided to residents and businesses. These fees are imposed to support the City's costs of providing various programs and services, reducing the impact in the City's General Fund. The proposed changes are presented to Council for final approval/adoption.

Policy Compliant:

Proposed updates to the citywide fee schedule are in compliance with the City of Surprise Comprehensive Financial Management Policies and User Fees Standard Operating Procedures.

Financial Impact:

Any increases in the fees will be used to offset costs associated with providing programs and services.

Budget Impact:

The anticipated increases will be incorporated into future years' budgets.

FTE Impact:

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

ATTACHMENTS:

1. 1 Res 2024-45_Fees
 2. 2 Comprehensive Surprise Fee Schedule_Res2024-45_06.04.2024
 3. 3 Comprehensive Surprise Fee Schedule_Res2024-45_02.28.2024 - Redline
 4. 4 User Fees Council Presentation From 04.02.24 WS
-

RESOLUTION # 2024-45

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE COMPREHENSIVE CITYWIDE FEE SCHEDULE BY REMOVING FEES, INCREASING EXISTING FEES, AND ADOPTING NEW FEES FOR VARIOUS CITY DEPARTMENTS.

WHEREAS, per the City of Surprise Comprehensive Financial Management Policies, user fees and charges will be examined periodically;

WHEREAS, the Comprehensive Citywide Fee Schedule was last amended on November 6, 2023, via Resolution #2023-169;

WHEREAS, the City has statutory authority to assess these fees and charges, and notice has been provided consistent with state law;

WHEREAS, various city departments have reviewed their fees to ensure they align with current costs of service;

WHEREAS, approval of the fee changes identified in Exhibit A allows the affected departments to recover operational and supply costs of providing services; and

WHEREAS, the City of Surprise also wishes to update the Comprehensive Citywide Fee Schedule accordingly.

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

Section 1. The fees, as identified in Exhibit A, are hereby authorized and established and shall become effective June 4, 2024.

Section 2. The Comprehensive Citywide Fee Schedule is hereby amended to include the fees and amounts as identified in Exhibit A.

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 # 2024-45
Exhibit A

Table 1 - New Fees / Increases to Existing Fees

City Clerk	Current Amount	Proposed Amount	Unit of Measure
Commercial Records Request - Electronic Record	-	\$5.00	Per Day
Commercial Records Request - Record Line	-	\$0.50	Per Record Line
All commercial records requests will be fulfilled electronically. For hard copy requests, an additional cost for printing will be incurred.			
Additional fees could be assigned depending on the commercial value of the information being requested, and other contributing factors (A.R.S. § 39-121.03(A))			
Community Development	Current Amount	Proposed Amount	Unit of Measure
Building/Fire Permit Fee – Valuation of \$1,000.00 or Less	\$75.00	\$100.00	Each Permit
Patio Covers/Awnings/Carports	-	50% of Cost Per Square Foot of ICC Valuation	Per Square Foot of ICC valuation
Print or Reproduction of Certificate of Occupancy Only	-	\$75.00	Per Address
Residential Health Care Facility Inspections	-	\$180.00	Per Inspection
Temporary Certificate of Occupancy (TCO) – First 30 days (1 of 2)	-	\$500.00	Per TCO for First 30 Days
Temporary Certificate of Occupancy (TCO) – Each Subsequent 30 days (2 of 2) (Issued in 30-day increments)	-	\$1,000.00	Per TCO for each 30 Days Beyond the Initial 30 Days
City Jurisdiction or Service Area – Civil Construction Permit	3% of Construction Cost	3.5% based on either an executed contract or a sealed engineer's estimate at 110%	Per Permit
Inspection and Re-Inspection (2 hr. minimum outside of normal business hours)	\$75.00	\$125.00	Per Hour
Concept Review Waiver	-	\$150.00	Each
Design Review/Concept Review Validity Extension	-	\$75.00	Each
Design Review Elevation Only (Remodel, Colors)	\$50.00	\$150.00	Each
Plan Revisions	-	\$380.00 billed in arrears	Per Sheet
Field Directives	-	\$190.00 billed in arrears	Per Hour

Human Service & Community Vitality	Current Amount	Proposed Amount	Unit of Measure
Senior Center Rental – Café	-	\$0.00 - Tier 1 \$10.00 - Tier 2 \$15.00 - Tier 3 Not Available - Tier 4	Per Hour
Parks and Recreation	Current Amount	Proposed Amount	Unit of Measure
Mobile Food Vendor – Vending in Parks	-	\$0.00-\$500.00	Per Permit (Permit fee based on location, duration, and event)
Memorial Program – 24" Tree	-	\$850.00	One time amount
Memorial Program – 36" Tree	-	\$2,000.00	One time amount
Memorial Program – Park Bench	-	\$5,000.00	One time amount
Memorial Program – Brick for Dream Catcher Park	-	\$100.00	One time amount
Special Use Permit – Inflatables/Attractions (Resident)	-	\$10.00	Per Item/Per Day
Special Use Permit – Inflatables/Attractions (Non-Resident)	-	\$20.00	Per Item/Per Day
Special Use Permit – Organized Activity Park Use (Resident)	-	\$0.00-\$100.00	Per Permit/Per Day (Permit fees based on group size and activity)
Special Use Permit – Organized Activity Park Use (Non-Resident)	-	\$0.00-\$200.00	Per Permit/Per Day (Permit fees based on group size and activity)

Table 2 - Eliminating/Removing Fees

Department	Fees to be Eliminated/Removed
Community Development	Temporary Sales/Construction Trailer (Fee 1 of 1 and 2 of 2) Temporary Power Permit Landscape Plan Review (Fee 1 of 1 and 2 of 2) Water, Wastewater, and Reclaimed Water Facility Permits (Wells, Water Supply Facilities, Lift Stations, etc.) Facility Plan Review – Water, Wastewater, Reclaimed (30/60/90%) Facility Plan Review (100%) Utility Plan Review Preliminary Grading & Drainage Utility Plan Review (Preliminary)
Human Service & Community Vitality	Senior Center Staff (Required for all rentals)

Table 3 - Changes to the name, unit of measure and/or amount for existing fees

Department	Fee	Proposed Change	From	To
Community Development	Building/Fire Permit Fee – Valuation of \$1,000.00 or Less	Name	Building/Fire Permit Fee – Valuation of \$1,000.00 or Less	Building/Fire Permit Fee (1 of 3)
	Building/Fire Permit Fee – Valuation of \$1,000.01 to \$999,999.99	Name	Building/Fire Permit Fee – Valuation of \$1,000.01 to \$999,999.99	Building/Fire Permit Fee – Valuation of \$1.00 to \$999,999.99
	Building/Fire Permit Fee – Valuation of \$1,000,000.00+	Name	Building/Fire Permit Fee – Valuation of \$1,000,000.00+	Building/Fire Permit Fee – Any Valuation Above and Beyond the First \$1,000,000.00
	Building Permit Administrative Processing Fee – Valuation \$1.00-\$999,999.99	Amount	0.50% of Valuation	0.50% of Valuation for First Million
	Building Permit Administrative Processing Fee – Valuation of \$1,000,000.00+	Amount	0.052% of Valuation	0.052% of Valuation Beyond the First Million
	404 Documentation/Phase 1 Environmental Assessment/Title Report	Name	404 Documentation/Phase 1 Environmental Assessment/Title Report	404 Documentation/Phase 1 Environmental Assessment/Title Report/Environmental Inventory Plan & Report
	Building/Fire Plan Review	Name	Building/Fire Plan Review	Building/Fire/Landscape Plan Review
	Zoning Amendment Major	Name	Zoning Amendment Major	PAD/PUD Amendment Major
	Zoning Amendment Minor	Name	Zoning Amendment Minor	PAD/PUD Amendment Minor
	Civil Construction Permit Renewal or Extension	Name	Civil Construction Permit Renewal or Extension	Civil Construction Permit Renewal or Extension (Before expiration)
	Civil Plan Review – 1 st and 2 nd Review	Name	Civil Plan Review – 1 st and 2 nd Review	Standard Civil Plan Review – 1 st and 2 nd Review
	City Jurisdiction or Service Area, Private Utility	Name	City Jurisdiction or Service Area, Private Utility	City Jurisdiction or Service Area, Private Utility (Wet and Dry without an agreement)
	Civil Construction Permit Renewal or Extension	Name	Civil Construction Permit Renewal or Extension	Civil Construction Permit Renewal or Extension (Before expiration)

Table 3 - Changes to the name, unit of measure and/or amount for existing fees

Department	Fee	Proposed Change	From	To
	Civil Plan Review – 1 st and 2 nd Review	Name	Civil Plan Review – 1 st and 2 nd Review	Standard Civil Plan Review – 1 st and 2 nd Review
	Civil Plan Review – 3 rd and Subsequent Review / Revisions to Approved Plans	Unit of Measure	Per Hour	Per Sheet
		Name	Civil Plan Review – 3 rd and Subsequent Review / Revisions to Approved Plans	Standard Civil Plan Review – 3 rd and Subsequent Review
	Traffic Impact Analysis/Engineering Report	Name	Traffic Impact/Engineering Report	Engineering Report (Traffic Impact Analysis/Engineering Report, Water, Wastewater or Reclaimed Water Master Plan)
		Unit of Measure	Per Hour/Per Report	Per Hour/Per Report Billed in Arrears
Human Service & Community Vitality	Senior Center Rental – Classroom	Amount	\$30.00/hr.	No charge Only available to Tier 1
	Senior Center Rental – Dining Hall	Amount	\$80.00/hr.	\$0-\$80.00/hr. based on tier
	Senior Center Rental-Dining Hall and Kitchen	Amount	\$100.00/hr.	\$0-\$100.00/hr. based on tier
	Senior Center Rental – Game Room	Amount	\$60.00	\$0-\$60.00/hr. based on tier
	Senior Center Rental – Entire Building	Amount	\$125.00	\$0-\$125.00/hr. based on tier
	Fitness Center – Resident	Amount	\$30.00 Per Person/Per Month	\$0.00-\$30.00 Per Person/Per Month
	Fitness Center – Non-Resident	Amount	\$35.00 Per Person/Per Month	\$0.00-\$35.00 Per Person/Per Month
	Senior Center Annual Membership – Resident	Amount	\$12.00 Per Person/Per Year	\$0.00 - \$12.00 Per Person/Per Year

Table 3 - Changes to the name, unit of measure and/or amount for existing fees

Department	Fee	Proposed Change	From	To
	Senior Center Annual Membership – Non-Resident	Amount	\$15.00 Per Person/Per Year	\$0.00 - \$15.00 Per Person/Per Year
Public Works	Stormwater Utility Services Monthly Rate	Name	FY2017 FY2018 FY2019 FY2020 FY2021	Monthly Rate

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

<u>FEE</u>	<u>AMOUNT</u>	<u>UNIT OF MEASURE</u>
ARTS, CULTURE & LIBRARY		
Library Printing Fees - black & white > 20 (first 20 b&w prints are free)	\$0.10	Per Page
Library Printing Fees - color	\$0.25	Per Page
CITY CLERK		
Commercial Records Request		
Electronic Record	\$5.00	Per Day
Record Line	\$0.50	Per Record Line
All commercial records requests will be fulfilled electronically. For hard copy requests, an additional cost for printing will be incurred.		
Additional fees could be assigned depending on the commercial value of the information being requested, and other contributing factors. A.R.S. § 39-121.03(A).		
Passports		
Execution*	\$35.00	Per Card or Book
Photocopies		
8.5" x 11" or 8.5" x 14"	\$0.50	Per Page
11" x 17"	\$1.00	Per Page
CITY COURT		
Arrest Warrant Processing	\$200.00	Per Warrant
Compliance Monitoring	\$100.00	Per Case
Deferred Prosecution	\$200.00	Per Case
Diversion Program	\$300.00	Per Case
Driver's License Suspension	\$50.00	Per Case
Indigent Administrative Assessment (Determined by the Judge based on financial affidavit.)	\$25.00	Per Charge
Jury Cancellation	\$500.00	Per Case
Municipal Court Enhancement	\$16.40	Per Case
Probation Program	\$100.00	Per Case
Public Defender	\$150.00	Per Case (Determined by Judge based on financial affidavit)
COMMUNITY DEVELOPMENT		
Community Facilities District (CFD)		
CFD Application (per A.R.S. § 48-708 (E))	\$15,000.00	Per CFD
CFD Administrative Expense (per A.R.S. § 48-708 (E))	\$50,000.00 (or actual cost, whichever is less)	Per CFD
CFD Administrative Expense Additional Deposits	\$25,000.00	Per CFD
Building Permit and Inspections		
Annual Facilities Permit	\$275.00	Per Permit
Building/Fire Permit		
Building/Fire Permit Fee (Fee 1 of 3)	\$100.00	Each Permit
Building/Fire Permit Fee - \$1.00 to \$999,999.99 (Fee 2 of 3)	\$6.00	Per Each \$1,000.00 of Valuation
Building/Fire Permit Fee - Any Valuation above and beyond the first \$1,000,000.00+ (Fee 3 of 3)	\$5.00	Per Each \$1,000.00 of Valuation
Commercial Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each
Deferred Permit Submittal	\$165.00	Per Deferral
Designated Slum Property Inspection (2 hr. min. outside normal business hours)	\$150.00	Per Inspection
Finished Floor Elevation Verification	\$415.00	Per Verification
Re-Inspection	\$100.00	Per Hour (\$200.00 min.)
After Hour Inspection	\$100.00	Per Hour (\$200.00 min.)
After Hour Inspection - Weekends/Holidays/3rd Shift	\$100.00	Per Hour (\$300.00 min.)
Manufactured Home	Per Arizona Department of Housing Intergovernmental Agreement	Each
Patio Covers/Awnings/Carports	50% of cost per square foot of ICC valuation	Per square foot of ICC valuation
Print or Reproduction of Certificate of Occupancy Only	\$75.00	Per Address
Residential Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement	Each
Residential Healthcare Facility Inspections	\$180.00	Per Inspection
Swimming Pool Signs	Actual Cost to Jurisdiction	Per Sign

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

<u>FEE</u>	<u>AMOUNT</u>	<u>UNIT OF MEASURE</u>
Temporary Certificate of Occupancy (TCO) - First 30 days (Fee 1 of 2)	\$500.00	Per TCO for first 30 days
Temporary Certificate of Occupancy (TCO) - Each Subsequent 30 days (Fee 2 of 2) (Issued in 30-day increments only) <i>Excludes phased multifamily projects when approved by the Community Development Director</i>	\$1,000.00	Per TCO for each 30 days beyond the initial 30 days
Temporary Use Permit/Special Event	\$135.00	Per Permit
Self-Certification Meeting	\$300.00	Per Meeting
Solar Permit	\$250.00	Per Permit
Building, Fire and Landscape Plan Review		
Building/Fire/Landscape Plan Review	65% of the Permit Fee	Per Permit
Plan Revisions - After Permit is Approved	\$25.00	Per 15 mins.
Civil Engineering Permit and Inspections		
Annual Traffic Control Permit	\$750.00	Per Permit
City Jurisdiction or Service Area - Civil Construction Permit	3.5% based on either an executed contract price or a sealed engineer's estimate at 110%	Per Permit
City Jurisdiction or Service Area - Private Utility (Wet and dry without an agreement)	1% of Construction Cost	Per Permit
Civil Construction Permit Renewal Or Extension (Before expiration)	50% of the original permit fee paid	Per Permit
Inspection and Re-Inspection (2 hr. min. outside normal business hours)	\$125.00	Per Hour
Excavation In Paved Streets Within 2 Years Of Street Construction		
5 sq. yds. or less	\$330.00	Per Square Yard
5 - 100 sq. yds.- Fee 1 of 2	\$1,650.00	Per Review
5 - 100 sq. yds.- Fee 2 of 2	\$18.00	Per Square Yard
100 sq. yds. or more- Fee 1 of 2	\$3,360.00	Per Review
100 sq. yds. or more- Fee 2 of 2	\$14.00	Per Square Yard
Standard Civil Plan Review		
1st and 2nd Review	\$380.00	Per Sheet
3rd and Subsequent Review	\$190.00	Per Sheet
Development Fees		
404 Documentation/Phase 1 Environmental Assessment/Title Report/Environmental Inventory Plan & Report	\$180.00	Per Report
Administrative Use Permit (AUP)	\$400.00	Each
Alta Survey	\$95.00	Per Sheet
Appeals	\$250.00	Per Appeal
Annexation	\$800.00	Per Annexation
Comprehensive Sign Program (CSP)	\$1,750.00	Each
Concept Review	\$300.00	Per Review
Concept Review Waiver	\$150.00	Each
Conditional Use Permit (Use Only)	\$1,250.00	Each
Conditional Use Permit with Site Plan		
Fee 1 of 2	\$3,600.00	Each
Fee 2 of 2	\$30.00	Per Acre
Development Agreement	\$5,000.00	Per Agreement
Development Agreement Amendment	\$2,500.00	Per Amendment
Design Review/Concept Review Validity Extension	\$75.00	Each
Design Review Elevation Only (Remodel, Colors)	\$150.00	Each
Engineering Report (Traffic Impact Analysis/Engineering Report, Water, Wastewater or Reclaimed Water Master Plan)	\$180.00	Per Hour/ Per Report – Billed in Arrears
Final Plat		
Fee 1 of 2	\$1,200.00	Each
Fee 2 of 2	\$17.00	Per Lot/Tract/Parcel
Fire Flow Test Results	\$110.00	Per Test
Follow Up Concept Review	\$150.00	Per Review
General Plan Amendment Major	\$6,000.00	Each
General Plan Amendment Minor	\$2,500.00	Each
Home Product Review	\$125.00	Per Plan
Landscape Design Review	\$300.00	Per Sheet
Lot Line Adjustment	\$400.00	Each

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE
Map of Dedication	\$750.00	Each
Minor Land Division		
Fee 1 of 2	\$400.00	Each
Fee 2 of 2	\$17.00	Per Lot/Tract/Parcel
Model Home Complex		
Fee 1 of 2	\$600.00	Each
Fee 2 of 2	\$30.00	Per Lot/Tract/Parcel
Parcel Assemblage	\$400.00	Each
Planned Unit Development Overlay	\$3,540.00	Per Overlay
Preliminary Plat		
Fee 1 of 2	\$2,500.00	Each
Fee 2 of 2	\$30.00	Per Lot/Tract/Parcel
Project Name Change/Site Plan Extension/Continuance Per Applicant Request	\$220.00	Per Request
Rezone		
Fee 1 of 2	\$3,000.00	Each
Fee 2 of 2	\$20.00	Per Acre
Site Plan (Narrative and elevations included in per sheet fee)		
Fee 1 of 2	\$3,000.00	Each
Fee 2 of 2	\$30.00	Per Acre
Temporary Use Permit/Special Event	\$135.00	Per Permit
Text Amendment	\$2,000.00	Each
Variance		
Fee 1 of 2	\$500.00	Each
Fee 2 of 2	\$25.00	Per Item Requested
PAD/PUD Amendment Major	\$2,500.00	Each
PAD/PUD Amendment Minor	\$885.00	Per Amendment
Address Assignment From Dedicated Access (At time of Permit/Development Review)	\$10.00	Per Address
Address Assignment On Vacant Property Or From Easement (At time of Permit/Development Review)	\$25.00	Per Address
Address Change At Time Of Permit	\$50.00	Per Address
Document Handling	Actual Cost to Jurisdiction	Per Document
Native Plant Inventory – 1st and 2nd Review	\$160.00	Per Sheet
Native Plant Inventory – 3rd and Subsequent Review	\$100.00	Per Sheet
Miscellaneous 4th and subsequent reviews (any plan type)	20% of Initial Base Fee	Each
Plan Revisions	\$380.00 billed in arrears	Per Sheet
Plan Revisions - After Permit is Approved	\$25.00	Per 15 mins.
Plan Revision Requested by Applicant	50% of Initial Base Fee	Each
Field Directives	\$190.00 billed in arrears	Per Hour
Public Meeting Notice/Advertising	Actual Cost to Jurisdiction	Per Advertisement
Recordation Fee	Actual Cost to Jurisdiction	Per Recording
General Services		
Civil Permit and Design Review Administrative Processing	\$140.00	Per Permit/Review
Building Permit Administrative Processing Fee - Valuation of \$1.00 - \$999,999.99	0.50% of Valuation	Valuation for first million
Building Permit Administrative Processing Fee - Valuation of \$1,000,000.00+	0.052% of Valuation	Valuation beyond the first million
Archived Document Retrieval (Copies are additional)	\$80.00	Per Request
Asbuilts		
12" x 18"	\$2.50	Per Page
24" x 36"	\$5.00	Per Page
CD's Containing Documents	\$5.00	Per CD
Custom Maps (\$150 min.)	\$80.00	Per Hour
Digital Data		
Boundary Shapes	\$25.00	Per Shape
Centerlines	\$250.00	Per Centerline
Land Use or Zoning	\$100.00	Per Request
Parcels	\$500.00	Per Parcel
Maps		
8.5" x 11"	\$2.50	Per Page
11" x 17"	\$5.00	Per Map
24" x 36"	\$20.00	Per Map
36" x 48" or 40" x 60"	\$30.00	Per Map
Zoning Verification, Compliance Letter	\$100.00	Each



Citywide Fee Schedule

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

<u>FEE</u>	<u>AMOUNT</u>	<u>UNIT OF MEASURE</u>
Right-Of-Way Facilities Fees		
Annual Use Fees		
Right-Of-Way Use Fee	\$50.00	Per year x number of Small Wireless Facilities
Right-Of-Way Use Fee for Monopoles and Associated Wireless Facilities	\$100.00	Per year x number of Small Wireless Facilities
Application for collocating Small Wireless Facilities (Existing with no modifications)		
One (1) to five (5) applications	\$100.00	Each
Six (6) through 25 applications	\$50.00	Each
Application for Utility Pole and Monopole (New or existing with modifications)		
New, replacement, or modified utility poles not subject to zoning review	\$400.00	Each
New, replacement, or modified monopoles, utility poles, collocations, or wireless facilities subject to zoning review	\$400.00	Each

Miscellaneous

Outside Consultant	Actual Cost to Jurisdiction	Per Consultant
Abatement Administrative Fee (\$150 min.)	10% of Actual Cost	Per Abatement

ECONOMIC DEVELOPMENT

TechCelerator

The Economic Development Director has the authority to reduce or waive the program fee based on business evaluation criteria.

Program Fee

Tier 1	\$0.35	Per Square Foot/Per Month
Tier 2	\$0.51	Per Square Foot/Per Month
Tier 3	\$0.68	Per Square Foot/Per Month
Tier 4	\$0.85	Per Square Foot/Per Month
Tier 5	\$1.01	Per Square Foot/Per Month
Tier 6	\$1.18	Per Square Foot/Per Month
Tier 7	\$1.34	Per Square Foot/Per Month

FINANCE

Business Licensing

Business - Initial License	\$168.00	Per License
Business - Annual Renewal Fee	\$84.00	Per License
Short Term Rental License Fee	\$250.00	Per License/Application

Pro-Rated Initial Business License

Start date 1st Quarter (Jan, Feb, & Mar)	\$168.00	Per License
Start date 2nd Quarter (Apr, May, & Jun)	\$126.00	Per License
Start date 3rd Quarter (Jul, Aug, & Sept)	\$84.00	Per License
Start date 4th Quarter (Oct, Nov, & Dec)	\$42.00	Per License
Late Payment (Failure to pay by a specified due date.)	25% of Base Rate	Per License

Miscellaneous

Returned Payment Fee	\$15.00	Per Transaction
City Sales and Use Tax Application Fee	\$10.00	Per License
Department of Public Safety Background Check*	\$22.00	Per Check
In-Person Development Services Payment Processing Fee for Credit Card Transactions	2.0%	Per Transaction Amount
Online Development Services Payment Processing Fee for Credit Card/Debit Transactions	2.8% or \$1.25 minimum	Per Transaction Amount

FIRE-MEDICAL

Fire Suppression

Engine Company/Ladder Tender	\$427.00	Per Hour
Ladder Company	\$514.00	Per Hour
Command Vehicle	\$244.00	Per Hour
Brush Truck/Support Truck	\$228.00	Per Hour
Water Tender	\$184.00	Per Hour
Staff Vehicle	\$148.00	Per Hour

Fire Code Compliance

Annual Fire Inspections- 3rd, 4th, and 5th Re-Inspection	\$150.00	Per Inspection
Electronic Filing- Fire Code Compliance	\$12.00	Per Inspection

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

<u>FEE</u>	<u>AMOUNT</u>	<u>UNIT OF MEASURE</u>
License Inspection		
Adult/Child Day Care Facility	\$100.00	Per Inspection
Residential Group Homes/Nursing Care/Supervisory Care/Behavioral Health and Assisted Living Facilities	\$150.00	Per Inspection
Inspection		
Pyrotechnics Display	\$300.00	Per Inspection
90 day Firework Vendor- Store	\$150.00	Per Inspection
90 day Firework Vendor- Tent	\$350.00	Per Inspection
Lock Box		
Device and Installation	\$65.00	Per Box
Records Request		
Compact Disc	\$20.00	Per Disc
Less than 10 pages	\$5.00	Per Request
10 to 19 pages	\$10.00	Per Request
20 - 29 pages	\$15.00	Per Request
30 - 49 pages	\$25.00	Per Request
50 - 100 pages	\$35.00	Per Request
Remote Alarm		
Installation		
Fee 1 Of 2	\$100.00	Per Installation
Fee 2 Of 2	\$150.00	Per Day
Alarm System Non-Compliance	\$75.00	Per Call
Incident Investigation – Car 3099	\$75.00	Per Hour
Tactical Premise	\$75.00	Per Call
Annual Tomar Gate Inspection	\$50.00	Per Inspection
Resuscitation Training		
Instructor Fee (required for all classes/training)	Per HR Compensation Plan (see COS website)	Per Hour
CPR/AED Digital Certification Card with Access to Digital Book (6 Student Minimum)	\$20.00	Materials Per Student
CPR/AED First Aid Digital Certification Card with Access to Digital Book (6 Student Minimum)	\$30.00	Materials Per Student
Fire-Medical Staffing		
	Per HR Compensation Plan (see COS website)	Per Hour
HUMAN SERVICE & COMMUNITY VITALITY		
Senior Center Rentals		
<i>Tier 1: City of Surprise non-profit partners and government entities</i>		
<i>Tier 2: Non-profit organizations who are not associated with the City of Surprise</i>		
<i>Tier 3: Individuals or groups</i>		
<i>Tier 4: Business entities operating for profit</i>		
Café	\$0.00 - Tier 1	Per Hour Based on Tier
	\$10.00 - Tier 2	
	\$15.00 - Tier 3	
	Not Available - Tier 4	
Classroom (Available to Tier 1 only)	\$0.00 - Tier 1	Per Hour Based on Tier
	Not Available - Tier 2	
	Not Available - Tier 3	
	Not Available - Tier 4	
Dining Hall	\$0.00 - Tier 1	Per Hour Based on Tier
	\$20.00 - Tier 2	
	\$40.00 - Tier 3	
	\$80.00 - Tier 4	
Game Room	\$0.00 - Tier 1	Per Hour Based on Tier
	\$15.00 - Tier 2	
	\$30.00 - Tier 3	
	\$60.00 - Tier 4	



Citywide Fee Schedule

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

<u>FEE</u>	<u>AMOUNT</u>	<u>UNIT OF MEASURE</u>
Dining Hall and Kitchen	\$0.00 - Tier 1 \$25.00 - Tier 2 \$50.00 - Tier 3 \$100.00 - Tier 4	Per Hour Based on Tier
Entire Building	\$0.00 - Tier 1 \$30.00 - Tier 2 \$60.00 - Tier 3 \$125.00 - Tier 4	Per Hour Based on Tier
Fitness Center		
Resident	\$0.00 - \$30.00	Per Person/Per Year
Non-Resident	\$0.00 - \$35.00	Per Person/Per Year
Holiday Parties		
Member	\$0.00 - \$50.00	Per Person/Per Party
Non-Member	\$0.00 - \$60.00	Per Person/Per Party
Special Interest Classes	\$1.00 - \$150.00	Per Person/Per Session
Senior Center Annual Membership		
Resident	\$0.00 - \$12.00	Per Person/Per Year
Non-Resident	\$0.00 - \$15.00	Per Person/Per Year
Crafts	\$1.00 - \$25.00	Per Person/Per Session
PARKS AND RECREATION		
Aquatics Admissions		
Special Event Admissions/Aquatics	\$0.00 - \$25.00	Per Person/Per Event
Open Swim & Lap Swim		
Youth- Resident	\$2.00 - \$5.00	Per Person/Per Day
Adult- Resident	\$3.00 - \$6.00	Per Person/Per Day
Youth/Adult- Non-Resident	\$5.00 - \$8.00	Per Person/Per Day
Swim Passes (Residents Only)		
Youth Individual	\$30.00 - \$50.00	Per Season
Adult Individual	\$50.00 - \$80.00	Per Season
Family (Up to 5)	\$100.00 - \$160.00	Per Season
Family (Additional persons over 5)	\$10.00 - \$20.00	Per Person/Per Season
Racquet/Paddle Sports Admissions		
Ball Machine Rental		
Resident	\$7.00	Per Machine/Per 1/2 Hour
Resident	\$11.00	Per Machine/Per 1 Hour
Non-Resident	\$9.00	Per Machine/Per 1/2 Hour
Non-Resident	\$13.00	Per Machine/Per 1 Hour
Tennis Court Fees-Day		
Day 90 min - Resident	\$2.00 - \$4.00	Per Person/Per 90 min
Day 120 min - Resident	\$3.00 - \$5.00	Per Person/Per 120 min
Day 90 min - Non-Resident	\$3.00 - \$5.00	Per Person/Per 90 min
Day 120 min - Non-Resident	\$4.00 - \$6.00	Per Person/Per 120 min
Tennis Court Fees-Night		
After 4pm 90 min - Resident	\$3.00 - \$5.00	Per Person/Per 90 min
After 4pm 120 min - Resident	\$4.00 - \$6.00	Per Person/Per 120 min
After 4pm 90 min - Non-Resident	\$4.00 - \$6.00	Per Person/Per 90 min
After 4pm 120 min - Non-Resident	\$5.00 - \$7.00	Per Person/Per 120 min
Racquetball/Paddleball Court Fees		
Racquetball/Paddleball Court Fees 60 min - Resident	\$3.00 - \$5.00	Per Person/Per 60 min



Citywide Fee Schedule

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE
Racquet Sports Organized Play		
Racquet Sports Organized Play (Drop –In) Day- Resident	\$3.00 - \$5.00	Per Person/Per 120 min
Racquet Sports Organized Play (Drop –In) After 4pm- Resident	\$4.00 - \$6.00	Per Person/Per 120 min
Racquet Sports Organized Play (Drop –In) Day- Non-Resident	\$4.00 - \$6.00	Per Person/Per 120 min
Racquet Sports Organized Play (Drop –In) After 4pm-Non- Resident	\$5.00 - \$7.00	Per Person/Per 120 min
Tennis League Group Rates		
Day 90 min - Resident	\$10.00 - \$12.00	Per Person/Per 90 min
Day 120 min - Resident	\$14.00 - \$16.00	Per Person/Per 120 min
Day 90 min - Non-Resident	\$12.00 - \$14.00	Per Person/Per 90 min
Day 120 min - Non-Resident	\$16.00 - \$18.00	Per Person/Per 120 min
After 4pm 90 min - Resident	\$14.00 - \$16.00	Per Person/Per 90 min
After 4pm 120 min - Resident	\$18.00 - \$20.00	Per Person/Per 120 min
After 4pm 90 min - Non-Resident	\$16.00 - \$18.00	Per Person/Per 90 min
After 4pm 120 min - Non-Resident	\$20.00 - \$22.00	Per Person/Per 120 min
Warm-up Fee	\$4.00 - \$5.00	Per Person/Per 30 min
Basket of Tennis Balls	\$2.00	Per Person/Per Day
Racquet Stringing Services	\$15.00 - \$35.00	Per Item
Backboard Rental	\$1.00	Per Person/Per 30 minutes
Special Events Admissions		
Special Event Admissions/Teens	\$0.00 - \$25.00	Per Person/Per Event
Event & Promotion Activity Tickets (Fees vary depending on event)	\$1.00 - \$50.00	Per Ticket
Aquatics Rentals		
Category** I	No charges apply	
Surprise Aquatic Center/Hollyhock Community Pool		
Category** II (A) (B)	\$100.00	Per Day
Category** III	See Aquatic Private Rental Fees	
Staff (Requirements based on specific event, projected attendance & required number of personnel for safety.)		
Category** II (A) (B)	\$25.00	Per Hour
Category** III	Included in Rental Fee	
Utilities (Gas/Electric/Water)	\$20.00	Per Hour
Excessive Utilities (To restart heat/utilities when closed for winter/season)	\$500.00	Per Day
Aquatic Private Rental Fees (2 Hr. Min.)- Category* III		
Lap Lane Rental	\$50.00	Per Hour
Diving Well Rental	\$50.00	Per Hour
Surprise Aquatic Center		
≤100	\$280.00	Per Hour
101-150	\$310.00	Per Hour
151-200	\$330.00	Per Hour
201-250	\$350.00	Per Hour
251-400	\$450.00	Per Hour
Hollyhock Community Pool		
≤100	\$210.00	Per Hour
101-150	\$240.00	Per Hour
151-200	\$260.00	Per Hour
Municipal Pools Birthday Party (Residents only)		
Surprise Aquatic Center (SAC)		
≤15	\$120.00	Per 2 Hour Rental
16-20	\$140.00	Per 2 Hour Rental
21-25	\$160.00	Per 2 Hour Rental
26-30	\$180.00	Per 2 Hour Rental
31-50	\$240.00	Per 2 Hour Rental



Citywide Fee Schedule

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE
Hollyhock Community Pool		
≤15	\$40.00	Per 2 Hour Rental
16-20	\$45.00	Per 2 Hour Rental
21-25	\$50.00	Per 2 Hour Rental
26-30	\$55.00	Per 2 Hour Rental
31-50	\$75.00	Per 2 Hour Rental
Facility Rentals		
Category** I	No charges apply	
Dance Room at Countryside Rec Center		
Category** II (A)	\$50.00	Per Hour
Category** III	\$50.00	Per Hour
Sierra Montana		
Basic Rental Package	\$150.00	Every 3 Hours
Basic Rental Package- Additional Time	\$50.00	Every 3 Hours
Ultimate Rental Package	\$300.00	Every 3 Hours
Ultimate Rental Package- Additional Time	\$50.00	Per Hour
Dreamcatcher Park/Recreation Center Gymnasium		
Category** II (A) (B)	\$100.00	Per Hour
Category** III	\$125.00	Per Hour
Multi-Purpose Room (2 Hr. Min.)		
Category** II (A) (B)	\$75.00	Per Hour
Category** III	\$100.00	Per Hour
Classroom		
Category** II (A) (B)	\$30.00	Per Hour
Category** III	\$35.00	Per Hour
Study Room		
Category** II (A) (B)	\$25.00	Per Hour
Category** III	\$30.00	Per Hour
Field Rentals		
All City Fields (excluding Surprise Recreation Campus fields and the Fields at Countryside)		
Sport Field w/o Lights		
Category** II (A) (B)	\$15.00	Per Hour
Category** III	\$30.00	Per Hour
Sport Field w/ Lights		
Field Rentals- Mon-Thurs- Before 3pm	\$7.50	Per Hour
Field Prep Fee	\$15.00 - \$150.00	Per Field
Fields at Countryside		
Category II (B) – Before 6pm	\$50.00	Per Hour
Category II (B) – After 6pm	\$65.00	Per Hour
Category III – Before 6pm	\$75.00	Per Hour
Category III – After 6pm	\$90.00	Per Hour
Field Prep Fee	\$15.00 - \$150.00	Per Field
Surprise Tennis & Racquet Complex Rentals		
Tennis Courts w/o Lights		
Category** II (A)	\$5.00 - \$8.00	Per Hour
Category** II (B)	\$6.00 - \$11.00	Per Hour
Category** III	\$12.00 - \$18.00	Per Hour

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE
Tennis Courts w/ Lights		
Category** II (A)	\$7.00 - \$11.00	Per Hour
Category** II (B)	\$8.00 - \$12.00	Per Hour
Category** III	\$15.00 - \$21.00	Per Hour
Tennis Classroom		
Category** II (A) (B)	\$30.00 - \$40.00	Per Hour
Category** III	\$35.00 - \$45.00	Per Hour
Tennis Ping Pong Room		
Category** II (A) (B)	\$25.00 - \$35.00	Per Hour
Category** III	\$30.00 - \$40.00	Per Hour
Racquetball Courts/Sand Volleyball Courts/Pickleball Courts Rentals-All Categories		
Category** II (A) (B) & III	\$5.00 - \$9.00	Per Hour
Facility Cleaning/Excessive Utilities (weekends/holidays)		
Category** II (A) (B) & III	\$20.00	Per Hour
Staff- See Staffing Fees		
Accessories		
Portable PA System/Water/Ice/Coolers	\$30.00	Per Item
Podium/Microphone/Inflatable	\$10.00	Per Item
Ramadas		
Category** I	No charges apply	
Ramada Small		
Resident	\$20.00	Per 4 Hour Block
Non-Resident	\$35.00	Per 4 Hour Block
Ramada Large		
Resident	\$30.00	Per 4 Hour Block
Non-Resident	\$55.00	Per 4 Hour Block
Ramada Heritage Park Pavillion (Special event premiums may apply.)		
Resident	\$65.00	Per 4 Hour Block
Non-Resident	\$125.00	Per 4 Hour Block
Amplified Sound - Dj (Must reserve all ramada's within 50 ft.)		
Category** II (A)	\$50.00	Every 4 Hours
Category** II (B)	\$50.00 - \$100.00	Every 4 Hours
Category** III	\$100.00 - \$250.00	Per Location
Amplified Sound - Live Music (Must reserve all ramada's within 50 ft.)		
Category** II (A)	\$100.00	Every 4 Hours
Category** II (B)	\$100.00 - \$200.00	Every 4 Hours
Category** III	\$200.00 - \$400.00	Per Location
Beer Permit		
Resident	\$10.00	Per Permit
Non-Resident	\$20.00	Per Permit
Admin Fee	\$250.00	Per Event
Mobile Food Vendor		
Vending in Parks	\$0.00 - \$500.00	Per Permit (Permit fee based on location, duration and event)
Staff Required- See Staffing Fees		

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

<u>FEE</u>	<u>AMOUNT</u>	<u>UNIT OF MEASURE</u>
Staffing (2 Hr. Min. Requirements Based On Specific Event, Attendance, And Required Personnel For Safety.)		
Category** I (No charges apply)		
Recreation/Maintenance/Tennis Pro	\$20.00	Per Hour/Per Staff Member
Janitor/Custodian	\$15.00	Per Hour/Per Staff Member
Tennis Supervisor	\$40.00	Per Hour/Per Staff Member
Memorial Program		
24" Tree	\$850.00	One time amount
36" Tree	\$2,000.00	One time amount
Park Bench	\$5,000.00	One time amount
Brick for Dream Catcher Park	\$100.00	One time amount
Special Use Permit		
Inflatables/Attractions (Resident)	\$10.00	Per Item/Per Day
Inflatables/Attractions (Non-Resident)	\$20.00	Per Item/Per Day
Organized Activity Park Use (Resident)	\$0.00 - \$100.00	Per Permit/Per Day (Permit fees based on group size and activity)
Organized Activity Park Use (Non-Resident)	\$0.00 - \$200.00	Per Permit/Per Day (Permit fees based on group size and activity)
POLICE		
Reports		
Less Than 10 Pages	\$5.00	Per Request
10 - 19 Pages	\$10.00	Per Request
20 - 29 Pages	\$15.00	Per Request
30 - 49 Pages	\$25.00	Per Request
50 - 100 Pages	\$35.00	Per Request
Per Page Over 100 Pages	\$0.15	Per Request
Photos		
Photos	\$20.00	Per CD
Fingerprint Cards		
2 Or Less	\$15.00	Per Request
Per Card Over 2	\$5.00	Per Card
Miscellaneous		
Letter Of Clearance	\$10.00	Per Letter
Video Recording Fee	\$46.00	Per Hour
Recording 911/Phone/Video- VHS/Cassette/Macro-Cassette/CD	\$20.00	Per Recording
Tow Fee 28-3511*	\$150.00	Per Tow
Transaction- Pawnshop/Secondhand Dealer	\$3.00	Per Transaction
PUBLIC WORKS		
Sanitation Hauler's License		
Application	\$500.00	Per Application
License	\$1,000.00	Per Vehicle
Water Meter Installation		
3/4"	\$275.00	Per Permit
1"	\$310.00	Per Permit
1.5"	\$565.00	Per Permit
2"	\$750.00	Per Permit
3" Hydrant	\$95.00	Per Permit
3"	\$2,005.00	Per Permit
4"	\$2,480.00	Per Permit
6"	\$3,910.00	Per Permit
8"	\$5,635.00	Per Permit
2" Electromagnetic Meter or Compound	\$2,255.00	Per Permit
3" Electromagnetic Meter or Compound	\$3,020.00	Per Permit
4" Electromagnetic Meter or Compound	\$3,700.00	Per Permit
6" Electromagnetic Meter or Compound	\$5,460.00	Per Permit
8" Electromagnetic Meter or Compound	\$7,585.00	Per Permit



Citywide Fee Schedule

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

<u>FEE</u>	<u>AMOUNT</u>	<u>UNIT OF MEASURE</u>
5/8" Displacement	\$255.00	Per Permit
1.5" Turbine	\$1,125.00	Per Permit
2" Turbine	\$1,385.00	Per Permit

Stormwater Utility Services

Monthly Rate	\$2.75	Per Equivalent Dwelling Unit (EDU)
--------------	--------	------------------------------------

Classifications	Number of EDU's	Unit of Measure
Residential		
Single Family Residence	1	Per Residence
Non-Residential		
RV Park	1	Per Pad
Commercial/Industrial	1	Per 3,420 Square Feet of Impervious Area
Schools/Churches	1	Per 3,420 Square Feet of Impervious Area
Agriculture- Impervious Area	1	Per 3,420 Square Feet of Impervious Area
Agriculture- Farmed Area	1	Per 3,420 Square Feet of Farmed Area

(Fee applied only to 10% of total farmed area)

Undeveloped Land is exempt from Stormwater Utility Fee.

Improved Land Stormwater Utility Fee is based on land use classification rates above.

Non-residential classifications may qualify for the commercial credit program detailed below.

Non-residential EDU calculations are rounded to the nearest one-hundredth and subject to a minimum of 1 EDU per parcel.

Commercial Credit Programs

Infrastructure Program (Up to 25% Credit)

1. > 10% Above Standard Requirements	5% Credit
2. > 25% Above Standard Requirements	10% Credit
3. > 35% Above Standard Requirements	15% Credit
4. > 50% Above Standard Requirements	20% Credit
5. Creative means to achieve Above Standard Requirements	5% Credit

Regulatory Credit Program (Up to 13% Credit)

School Education Credit (participate in County Program)	8% Credit
Public Participation	5% Credit
Partnership Donations	5% Credit
Industrial AZPDES Credit	5% Credit
Bonus: Participate in any 2	3% Credit

*This fee is established by a federal, state, or county agency and is subject to change.

** Category I: City of Surprise, Official City Sponsored Events or Programs, Texas Rangers, Kansas City Royals per Lease Agreement.

Rental Fee- No, Direct Expenses- No

Category II (A): Partnerships with City of Surprise, Dysart Unified School District IGA, Ottawa University Agreement

Rental Fee- Yes, Direct Expenses- Yes

Category II (B): Surprise Youth Sports Organizations with 90% Residency Requirements

Rental Fee- No, Direct Expenses- Yes

Category III: Individuals, Companies, Organizations, Commercial Entertainment, Consumer Events, Concerts, Trade Shows.

Rental Fee- Yes, Direct Expenses - Yes



Citywide Fee Schedule

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes	
ARTS, CULTURE & LIBRARY				
Library Printing Fees - black & white > 20 (first 20 b&w prints are free)	\$0.10	Per Page		
Library Printing Fees - color	\$0.25	Per Page		
CITY CLERK				
Commercial Records Request				
Electronic Record	\$5.00	Per Day	New fees to align with state statute and ensure compliance with State Public Records requirements defined by A.R.S. § 39-121.03(A).	
Record Line	\$0.50	Per Record Line		
All commercial records requests will be fulfilled electronically. For hard copy requests, an additional cost for printing will be incurred.				
Additional fees could be assigned depending on the commercial value of the information being requested, and other contributing factors. A.R.S. § 39-121.03(A).				
Passports				
Execution*	\$35.00	Per Card or Book		
Photocopies				
8.5" x 11" or 8.5" x 14"	\$0.50	Per Page		
11" x 17"	\$1.00	Per Page		
CITY COURT				
Arrest Warrant Processing	\$200.00	Per Warrant		
Compliance Monitoring	\$100.00	Per Case		
Deferred Prosecution	\$200.00	Per Case		
Diversion Program	\$300.00	Per Case		
Driver's License Suspension	\$50.00	Per Case		
Indigent Administrative Assessment (Determined by the Judge based on financial affidavit.)	\$25.00	Per Charge		
Jury Cancellation	\$500.00	Per Case		
Municipal Court Enhancement	\$16.40	Per Case		
Probation Program	\$100.00	Per Case		
Public Defender	\$150.00	Per Case (Determined by Judge based on financial affidavit)		
COMMUNITY DEVELOPMENT				
Community Facilities District (CFD)				
CFD Application (per A.R.S. § 48-708 (E))	\$15,000.00	Per CFD		
CFD Administrative Expense (per A.R.S. § 48-708 (E))	\$50,000.00 (or actual cost, whichever is less)	Per CFD		
CFD Administrative Expense Additional Deposits	\$25,000.00	Per CFD		
Building Permit and Inspections				
Annual Facilities Permit	\$275.00	Per Permit		
Building/Fire Permit				
Building/Fire Permit Fee - Valuation of \$1,000.00 or Less (Fee 1 of 3)	\$75.00	\$100.00	Each Based on Valuation Permit	Increase fee for permits with valuation of \$1,000 or less
Building/Fire Permit Fee - Valuation of \$1,000.01 to \$999,999.99 \$1.00 to \$999,999.99 (Fee 2 of 3)	\$6.00		Per Each \$1,000.00 of Valuation	Update range in description and update UOM
Fee 1 of 2	\$100.00		Each	Remove. Fee now shown above (Fee 1 of 3)
Fee 2 of 2	\$6.00		Per \$1,000.00 Of Valuation	Remove. Fee now shown above (Fee 2 of 3)
Building/Fire Permit Fee - Any Valuation of above and beyond the first \$1,000,000.00 - (Fee 3 of 3)	\$5.00		Per Each \$1,000.00 of Valuation	Update range in description and update UOM
Fee 1 of 2	\$100.00		Each	Remove. Fee now shown above (Fee 1 of 3)
Fee 2 of 2	\$5.00		Per \$1,000.00 Of Valuation	Remove. Fee now shown above (Fee 3 of 3)
Commercial Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement		Each	
Deferred Permit Submittal	\$165.00		Per Deferral	
Designated Slum Property Inspection (2 hr. min. outside normal business hours)	\$150.00		Per Inspection	
Finished Floor Elevation Verification	\$415.00		Per Verification	
Re-Inspection	\$100.00		Per Hour (\$200.00 min.)	
After Hour Inspection	\$100.00		Per Hour (\$200.00 min.)	
After Hour Inspection - Weekends/Holidays/3rd Shift	\$100.00		Per Hour (\$300.00 min.)	
Manufactured Home	Per Arizona Department of Housing Intergovernmental Agreement		Each	
Patio Covers/Awnings/Carports	50% of cost per square foot of ICC valuation		Per square foot of ICC valuation	New fee. For in depth financial justification see Notice of Intent/Public Notice.
Print or Reproduction of Certificate of Occupancy Only	\$75.00		Per Address	New fee to establish a mechanism to recuperate staff time and materials for the duplication or reproduction of previously issued Certificates of Occupancy.
Residential Factory Built Building	Per Arizona Department of Housing Intergovernmental Agreement		Each	
Residential Healthcare Facility Inspections	\$180.00		Per Inspection	New fee establishes a mechanism to recuperate staff time and materials for the scheduling and conducting of inspections related to residential Healthcare Facilities, which includes Sober Living Homes.
Swimming Pool Signs	Actual Cost to Jurisdiction		Per Sign	
Temporary Sales/Construction Trailer Permit				
Fee 1 of 2	\$100.00		Each	Remove fee
Fee 2 of 2	\$6.00		Per \$1,000.00- of Valuation	Remove fee



Citywide Fee Schedule

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
Temporary Power Permit	\$75.00	Based on Valuation - Under \$1,000.00	Remove fee
Temporary Certificate of Occupancy (TCO) - First 30 days (Fee 1 of 2)	\$500.00	Per TCO for first 30 days	New fees to establish a mechanism to recuperate staff time and materials for the monitoring, scheduling and conducting of inspections related to Temporary Certificates of Occupancy.
Temporary Certificate of Occupancy (TCO) - Each Subsequent 30 days (Fee 2 of 2) (Issued in 30-day increments only) Excludes phased multifamily projects when approved by the Community Development Director	\$1,000.00	Per TCO for each 30 days beyond the initial 30 days	
Temporary Use Permit/Special Event	\$135.00	Per Permit	
Self-Certification Meeting	\$300.00	Per Meeting	
Solar Permit	\$250.00	Per Permit	
Building, And Fire and Landscape Plan Review			
Building/Fire/ Landscape Plan Review	65% of the Building/Fire Permit Fee	Per Permit	Update subsection description Change fee description to include Landscape Plan Review.
Landscape Plan Review - Fee 1 of 2	\$100.00	Each	Remove fee
Fee 2 of 2	\$6.00	Per \$1,000.00 of Valuation	Remove fee
Plan Revisions - After Permit is Approved	\$25.00	Per 15 mins.	
Civil Engineering Permit and Inspections			
Annual Traffic Control Permit	\$750.00	Per Permit	
City Jurisdiction or Service Area - Civil Construction Permit	3.5% based on either an executed contract price or a sealed engineer's estimate at 110%	3.5% based on either an executed contract price or a sealed engineer's estimate at 110%	Per Permit Increase percentage and change basis
City Jurisdiction or Service Area - Private Utility (Wet and dry without an agreement)	1% of Construction Cost		Per Permit Update fee description
Civil Construction Permit Renewal Or Extension (Before expiration)	50% of the original permit fee paid		Per Permit Update fee description
Inspection and Re-Inspection (2 hr. min. outside normal business hours)	\$75.00	\$125.00	Per Hour Increase existing fee to accommodate impact to workload and the average cost associated with the service provided. The increase is more in line with what neighboring municipalities charge.
Water, Wastewater, And Reclaimed Water Facility Permits (Wells, water supply facilities, lift stations, etc.)	3% of Construction Cost	Per Permit	Remove fee
Excavation In Paved Streets Within 2 Years Of Street Construction			
5 sq. yds. or less	\$330.00	Per Square Yard	
5 - 100 sq. yds.- Fee 1 of 2	\$1,650.00	Per Review	
5 - 100 sq. yds.- Fee 2 of 2	\$18.00	Per Square Yard	
100 sq. yds. or more- Fee 1 of 2	\$3,360.00	Per Review	
100 sq. yds. or more- Fee 2 of 2	\$14.00	Per Square Yard	
Facility Plan Review 100%	\$190.00	Per Hour	Remove fee
Facility Plan Review 30%/60%/90%	\$190.00	Per Sheet	Remove fee
Standard Civil Plan Review			
1st and 2nd Review	\$380.00	Per Sheet	Update subsection description
3rd and Subsequent Review / Revisions to Approved Plans	\$190.00	Per Hour Per Sheet	Update fee description and unit of measure
Dry Utility Plan Review	Per Franchise / License Agreement	Per Hour	Remove fee
Development Fees			
404 Documentation/Phase 1 Environmental Assessment/Title Report/ Environmental Inventory Plan & Report	\$180.00	Per Report	Update fee description
Administrative Use Permit (AUP)	\$400.00	Each	
Alta Survey	\$95.00	Per Sheet	
Appeals	\$250.00	Per Appeal	
Annexation	\$800.00	Per Annexation	
Comprehensive Sign Program (CSP)	\$1,750.00	Each	
Concept Review	\$300.00	Per Review	
Concept Review Waiver	\$150.00	Each	New fee establishes a mechanism to recuperate staff time and materials for the processing of Concept Review Waivers. The proposed amount is half the cost of a Concept Review Meeting.
Conditional Use Permit (Use Only)	\$1,250.00	Each	
Conditional Use Permit with Site Plan			
Fee 1 of 2	\$3,600.00	Each	
Fee 2 of 2	\$30.00	Per Acre	
Development Agreement	\$5,000.00	Per Agreement	
Development Agreement Amendment	\$2,500.00	Per Amendment	
Design Review/Concept Review Validity Extension	\$75.00	Each	New fee establishes a mechanism to recuperate staff time and materials for processing requests to extend the validity of design and concept review projects.
Design Review Elevation Only (Remodel, Colors)	\$50.00	\$150.00	Each Increase existing fee and unit of measure in order to establish a mechanism to recuperate staff time and materials for processing and reviewing requests.
Preliminary Grading, Drainage and Utilities	\$135.00	Per Sheet	Remove fee
Engineering Report (Traffic Impact Analysis/Engineering Report, Water, Wastewater or Reclaimed Water Master Plan)	\$180.00	Per Hour/ Per Report Billed in Arrears	Fee name has been updated because we are combining fees.
Final Plat			
Fee 1 of 2	\$1,200.00	Each	
Fee 2 of 2	\$17.00	Per Lot/Tract/Parcel	
Fire Flow Test Results	\$110.00	Per Test	
Follow Up Concept Review	\$150.00	Per Review	
General Plan Amendment Major	\$6,000.00	Each	
General Plan Amendment Minor	\$2,500.00	Each	
Home Product Review	\$125.00	Per Plan	
Landscape Design Review	\$300.00	Per Sheet	
Lot Line Adjustment	\$400.00	Each	
Map of Dedication	\$750.00	Each	



Citywide Fee Schedule

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
Minor Land Division			
Fee 1 of 2	\$400.00	Each	
Fee 2 of 2	\$17.00	Per Lot/Tract/Parcel	
Model Home Complex			
Fee 1 of 2	\$600.00	Each	
Fee 2 of 2	\$30.00	Per Lot/Tract/Parcel	
Parcel Assemblage	\$400.00	Each	
Planned Unit Development Overlay	\$3,540.00	Per Overlay	
Preliminary Plat			
Fee 1 of 2	\$2,500.00	Each	
Fee 2 of 2	\$30.00	Per Lot/Tract/Parcel	
Project Name Change/Site Plan Extension/Continuance Per Applicant Request	\$220.00	Per Request	
Rezone			
Fee 1 of 2	\$3,000.00	Each	
Fee 2 of 2	\$20.00	Per Acre	
Site Plan (Narrative and elevations included in per sheet fee)			
Fee 1 of 2	\$3,000.00	Each	
Fee 2 of 2	\$30.00	Per Acre	
Temporary Use Permit/Special Event	\$135.00	Per Permit	
Text Amendment	\$2,000.00	Each	
Utility Plan Review-	\$255.00	Per Sheet	Remove fee
Variance			
Fee 1 of 2	\$500.00	Each	
Fee 2 of 2	\$25.00	Per Item Requested	
Zoning PAD/PUD Amendment Major	\$2,500.00	Each	Update description to provide clarity and align with specific entitlements rather than the ambiguous "zoning" nomenclature.
Zoning PAD/PUD Amendment Minor	\$885.00	Per Amendment	
Water, Wastewater, Or Reclaimed Water Master Plan	\$180.00	Per Review	Fee was incorporated into Engineering Report fee pg.2
Address Assignment From Dedicated Access (At time of Permit/Development Review)	\$10.00	Per Address	
Address Assignment On Vacant Property Or From Easement (At time of Permit/Development Review)	\$25.00	Per Address	
Address Change At Time Of Permit	\$50.00	Per Address	
Document Handling	Actual Cost to Jurisdiction	Per Document	
Native Plant Inventory -- 1st and 2nd Review	\$160.00	Per Sheet	
Native Plant Inventory -- 3rd and Subsequent Review	\$100.00	Per Sheet	
Miscellaneous 4th and subsequent reviews (any plan type)	20% of Initial Base Fee	Each	
Plan Revisions	\$380.00 billed in arrears	Per Sheet	New fee intended to reduce the number of revisions or repetition activity beyond standard review timeframes and to encourage more efficient development practices for the city and its customer. These fees are comparable with other neighboring municipalities.
Plan Revisions - After Permit is Approved	\$100.00	Per Hour	
Plan Revision Requested by Applicant	50% of Initial Base Fee	Each	
Field Directives	\$190.00 billed in arrears	Per Hour	New fee intended to reduce the number of revisions or repetition activity beyond standard review timeframes and to encourage more efficient development practices for the city and its customer. These fees are comparable with other neighboring municipalities.
Public Meeting Notice/Advertising	Actual Cost to Jurisdiction	Per Advertisement	
Recordation Fee	Actual Cost to Jurisdiction	Per Recording	
General Services			
Civil Permit and Design Review Administrative Processing	\$140.00	Per Permit/Review	
Building Permit Administrative Processing Fee - Valuation of \$1.00 - \$999,999.99	0.50% of Valuation	Valuation for first million	Update unit of measure for clarification
Building Permit Administrative Processing Fee - Valuation of \$1,000,000.00+	0.052% of Valuation	Valuation beyond the first million	Update unit of measure for clarification
Archived Document Retrieval (Copies are additional)	\$80.00	Per Request	
Asbuilts			
12" x 18"	\$2.50	Per Page	
24" x 36"	\$5.00	Per Page	
CD's Containing Documents	\$5.00	Per CD	
Custom Maps (\$150 min.)	\$80.00	Per Hour	
Digital Data			
Boundary Shapes	\$25.00	Per Shape	
Centerlines	\$250.00	Per Centerline	
Land Use or Zoning	\$100.00	Per Request	
Parcels	\$500.00	Per Parcel	
Maps			
8.5" x 11"	\$2.50	Per Page	
11" x 17"	\$5.00	Per Map	
24" x 36"	\$20.00	Per Map	
36" x 48" or 40" x 60"	\$30.00	Per Map	
Zoning Verification, Compliance Letter	\$100.00	Each	
Right-Of-Way Facilities Fees			
Annual Use Fees			
Right-Of-Way Use Fee	\$50.00	Per year x number of Small Wireless Facilities	
Right-Of-Way Use Fee for Monopoles and Associated Wireless Facilities	\$100.00	Per year x number of Small Wireless Facilities	



Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
Application for collocating Small Wireless Facilities (Existing with no modifications)			
One (1) to five (5) applications	\$100.00	Each	
Six (6) through 25 applications	\$50.00	Each	
Application for Utility Pole and Monopole (New or existing with modifications)			
New, replacement, or modified utility poles not subject to zoning review	\$400.00	Each	
New, replacement, or modified monopoles, utility poles, collocations, or wireless facilities subject to zoning review	\$400.00	Each	
Miscellaneous			
Outside Consultant	Actual Cost to Jurisdiction	Per Consultant	
Abatement Administrative Fee (\$150 min.)	10% of Actual Cost	Per Abatement	
ECONOMIC DEVELOPMENT			
TechCelerator			
The Economic Development Director has the authority to reduce or waive the program fee based on business evaluation criteria.			
Program Fee			
Tier 1	\$0.35	Per Square Foot/Per Month	
Tier 2	\$0.51	Per Square Foot/Per Month	
Tier 3	\$0.68	Per Square Foot/Per Month	
Tier 4	\$0.85	Per Square Foot/Per Month	
Tier 5	\$1.01	Per Square Foot/Per Month	
Tier 6	\$1.18	Per Square Foot/Per Month	
Tier 7	\$1.34	Per Square Foot/Per Month	
FINANCE			
Business Licensing			
Business - Initial License	\$168.00	Per License	
Business - Annual Renewal Fee	\$84.00	Per License	
Short Term Rental License Fee	\$250.00	Per License/Application	
Pro-Rated Initial Business License			
Start date 1st Quarter (Jan, Feb, & Mar)	\$168.00	Per License	
Start date 2nd Quarter (Apr, May, & Jun)	\$126.00	Per License	
Start date 3rd Quarter (Jul, Aug, & Sept)	\$84.00	Per License	
Start date 4th Quarter (Oct, Nov, & Dec)	\$42.00	Per License	
Late Payment (Failure to pay by a specified due date.)	25% of Base Rate	Per License	
Miscellaneous			
Returned Payment Fee	\$15.00	Per Transaction	
City Sales and Use Tax Application Fee	\$10.00	Per License	
Department of Public Safety Background Check*	\$22.00	Per Check	
In-Person Development Services Payment Processing Fee for Credit Card Transactions	2.0%	Per Transaction Amount	
Online Development Services Payment Processing Fee for Credit Card/Debit Transactions	2.8% or \$1.25 minimum	Per Transaction Amount	
FIRE-MEDICAL			
Fire Suppression			
Engine Company/Ladder Tender	\$427.00	Per Hour	
Ladder Company	\$514.00	Per Hour	
Command Vehicle	\$244.00	Per Hour	
Brush Truck/Support Truck	\$228.00	Per Hour	
Water Tender	\$184.00	Per Hour	
Staff Vehicle	\$148.00	Per Hour	
Fire Code Compliance			
Annual Fire Inspections- 3rd, 4th, and 5th Re-Inspection	\$150.00	Per Inspection	
Electronic Filing- Fire Code Compliance	\$12.00	Per Inspection	
License Inspection			
Adult/Child Day Care Facility	\$100.00	Per Inspection	
Residential Group Homes/Nursing Care/Supervisory Care/Behavioral Health and Assisted Living Facilities	\$150.00	Per Inspection	
Inspection			
Pyrotechnics Display	\$300.00	Per Inspection	
90 day Firework Vendor- Store	\$150.00	Per Inspection	
90 day Firework Vendor- Tent	\$350.00	Per Inspection	
Lock Box			
Device and Installation	\$65.00	Per Box	
Records Request			
Compact Disc	\$20.00	Per Disc	
Less than 10 pages	\$5.00	Per Request	
10 - 19 pages	\$10.00	Per Request	
20 - 29 pages	\$15.00	Per Request	
30 - 49 pages	\$25.00	Per Request	
50 - 100 pages	\$35.00	Per Request	
Remote Alarm			
Installation			
Fee 1 of 2	\$100.00	Per Installation	
Fee 2 of 2	\$150.00	Per Day	
Alarm System Non-Compliance	\$75.00	Per Call	
Incident Investigation – Car 3099	\$75.00	Per Hour	
Tactical Premise	\$75.00	Per Call	
Annual Tomar Gate Inspection	\$50.00	Per Inspection	



Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
Resuscitation Training			
Instructor Fee (required for all classes/training)	Per HR Compensation Plan (see COS website)	Per Hour	
CPR/AED Digital Certification Card with Access to Digital Book (6 Student Minimum)	\$20.00	Materials Per Student	
CPR/AED First Aid Digital Certification Card with Access to Digital Book (6 Student Minimum)	\$30.00	Materials Per Student	
Fire-Medical Staffing			
	Per HR Compensation Plan (see COS website)	Per Hour	
HUMAN SERVICE & COMMUNITY VITALITY			
Senior Center Rentals			
<i>Tier 1: City of Surprise non-profit partners and government entities</i> <i>Tier 2: Non-profit organizations who are not associated with the City of Surprise</i> <i>Tier 3: Individuals or groups</i> <i>Tier 4: Business entities operating for profit</i>			Add tier structure descriptions for Senior Center Rental fees
Café		\$0.00 - Tier 1 \$10.00 - Tier 2 \$15.00 - Tier 3 Not Available - Tier 4 Per Hour Based on Tier	New fee
Classroom (Available to Tier 1 only)	\$30.00	\$0.00 - Tier 1 Not Available - Tier 2 Not Available - Tier 3 Not Available - Tier 4 Per Hour Based on Tier	Reduce fee and update fee description to accommodate tier structure
Dining Hall	\$80.00	\$0.00 - Tier 1 \$20.00 - Tier 2 \$40.00 - Tier 3 \$80.00 - Tier 4 Per Hour Based on Tier	New fee range based on tier to allow greater accessibility. Top tier is not greater than the original fee amount.
Game Room	\$60.00	\$0.00 - Tier 1 \$15.00 - Tier 2 \$30.00 - Tier 3 \$60.00 - Tier 4 Per Hour Based on Tier	New fee range based on tier to allow greater accessibility. Top tier is not greater than the original fee amount.
Dining Hall and Kitchen	\$100.00	\$0.00 - Tier 1 \$25.00 - Tier 2 \$50.00 - Tier 3 \$100.00 - Tier 4 Per Hour Based on Tier	New fee range based on tier to allow greater accessibility. Top tier is not greater than the original fee amount.
Entire Building	\$125.00	\$0.00 - Tier 1 \$30.00 - Tier 2 \$60.00 - Tier 3 \$125.00 - Tier 4 Per Hour Based on Tier	New fee range based on tier to allow greater accessibility. Top tier is not greater than the original fee amount.
Senior Center Staff (required for all rentals)	\$20.00	Per Hour / Per Staff	Remove fee
Fitness Center			
Resident	\$0.00 - \$30.00	Per Person/Per Year	Add ranges for flexibility in the amount charged for winter visitors or infrequent users. This will allow increased accessibility to citizens and visitors. Ranges do not exceed the current fee.
Non-Resident	\$0.00 - \$35.00	Per Person/Per Year	
Holiday Parties			
Member	\$0.00 - \$50.00	Per Person/Per Party	
Non-Member	\$0.00 - \$60.00	Per Person/Per Party	
Special Interest Classes			
	\$1.00 - \$150.00	Per Person/Per Session	
Senior Center Annual Membership			
Resident	\$0.00 - \$12.00	Per Person/Per Year	Add range for flexibility and accessibility to residents. Range does not exceed the previous amount.
Non-Resident	\$0.00 - \$15.00	Per Person/Per Year	Add range for flexibility and accessibility to residents. Range does not exceed the previous amount.
Crafts	\$1.00 - \$25.00	Per Person/Per Session	
PARKS AND RECREATION			
Aquatics Admissions			
Special Event Admissions/Aquatics	\$0 - \$25.00	Per Person/Per Event	
Open Swim & Lap Swim			
Youth- Resident	\$2.00 - \$5.00	Per Person/Per Day	
Adult- Resident	\$3.00 - \$6.00	Per Person/Per Day	
Youth/Adult- Non-Resident	\$5.00 - \$8.00	Per Person/Per Day	
Swim Passes (Residents Only)			
Youth Individual	\$30.00 - \$50.00	Per Season	
Adult Individual	\$50.00 - \$80.00	Per Season	
Family (Up to 5)	\$100.00 - \$160.00	Per Season	
Family (Additional persons over 5)	\$10.00 - \$20.00	Per Person/Per Season	
Racquet/Paddle Sports Admissions			
Ball Machine Rental			
Resident	\$7.00	Per Machine/Per 1/2 Hour	
Resident	\$11.00	Per Machine/Per 1 Hour	
Non-Resident	\$9.00	Per Machine/Per 1/2 Hour	
Non-Resident	\$13.00	Per Machine/Per 1 Hour	
Tennis Court Fees-Day			



Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
Day 90 min - Resident	\$2.00 - \$4.00	Per Person/Per 90 min	
Day 120 min - Resident	\$3.00 - \$5.00	Per Person/Per 120 min	
Day 90 min - Non-Resident	\$3.00 - \$5.00	Per Person/Per 90 min	
Day 120 min - Non-Resident	\$4.00 - \$6.00	Per Person/Per 120 min	
Tennis Court Fees-Night			
After 4pm 90 min - Resident	\$3.00 - \$5.00	Per Person/Per 90 min	
After 4pm 120 min - Resident	\$4.00 - \$6.00	Per Person/Per 120 min	
After 4pm 90 min - Non-Resident	\$4.00 - \$6.00	Per Person/Per 90 min	
After 4pm 120 min - Non-Resident	\$5.00 - \$7.00	Per Person/Per 120 min	
Racquetball/Paddleball Court Fees			
Racquetball/Paddleball Court Fees 60 min - Resident	\$3.00 - \$5.00	Per Person/Per 60 min	
Racquet Sports Organized Play			
Racquet Sports Organized Play (Drop –In) Day- Resident	\$3.00 - \$5.00	Per Person/Per 120 min	
Racquet Sports Organized Play (Drop –In) After 4pm- Resident	\$4.00 - \$6.00	Per Person/Per 120 min	
Racquet Sports Organized Play (Drop –In) Day- Non-Resident	\$4.00 - \$6.00	Per Person/Per 120 min	
Racquet Sports Organized Play (Drop –In) After 4pm-Non- Resident	\$5.00 - \$7.00	Per Person/Per 120 min	
Tennis League Group Rates			
Day 90 min - Resident	\$10.00 - \$12.00	Per Person/Per 90 min	
Day 120 min - Resident	\$14.00 - \$16.00	Per Person/Per 120 min	
Day 90 min - Non-Resident	\$12.00 - \$14.00	Per Person/Per 90 min	
Day 120 min - Non-Resident	\$16.00 - \$18.00	Per Person/Per 120 min	
After 4pm 90 min - Resident	\$14.00 - \$16.00	Per Person/Per 90 min	
After 4pm 120 min - Resident	\$18.00 - \$20.00	Per Person/Per 120 min	
After 4pm 90 min - Non-Resident	\$16.00 - \$18.00	Per Person/Per 90 min	
After 4pm 120 min - Non-Resident	\$20.00 - \$22.00	Per Person/Per 120 min	
Warm-up Fee	\$4.00 - \$5.00	Per Person/Per 30 min	
Basket of Tennis Balls	\$2.00	Per Person/Per Day	
Racquet Stringing Services	\$15.00 - \$35.00	Per Item	
Backboard Rental	\$1.00	Per Person/Per 30 minutes	
Special Events Admissions			
Special Event Admissions/Teens	\$0 - \$25.00	Per Person/Per Event	
Event & Promotion Activity Tickets (Fees vary depending on event)	\$1.00 - \$50.00	Per Ticket	
Aquatics Rentals			
Category** I	No charges apply		
Surprise Aquatic Center/Hollyhock Community Pool			
Category** II (A) (B)	\$100.00	Per Day	
Category** III	See Aquatic Private Rental Fees		
Staff (Requirements based on specific event, projected attendance & required number of personnel for safety.)			
Category** II (A) (B)	\$25.00	Per Hour	
Category** III	Included in Rental Fee		
Utilities (Gas/Electric/Water)	\$20.00	Per Hour	
Excessive Utilities (To restart heat/utilities when closed for winter/season)	\$500.00	Per Day	
Aquatic Private Rental Fees (2 Hr. Min.)- Category* III			
Lap Lane Rental	\$50.00	Per Hour	
Diving Well Rental	\$50.00	Per Hour	
Surprise Aquatic Center			
≤100	\$280.00	Per Hour	
101-150	\$310.00	Per Hour	
151-200	\$330.00	Per Hour	
201-250	\$350.00	Per Hour	
251-400	\$450.00	Per Hour	
Hollyhock Community Pool			
≤100	\$210.00	Per Hour	
101-150	\$240.00	Per Hour	
151-200	\$260.00	Per Hour	
Municipal Pools Birthday Party (Residents only)			
Surprise Aquatic Center (SAC)			
≤15	\$120.00	Per 2 Hour Rental	
16-20	\$140.00	Per 2 Hour Rental	
21-25	\$160.00	Per 2 Hour Rental	
26-30	\$180.00	Per 2 Hour Rental	
31-50	\$240.00	Per 2 Hour Rental	
Hollyhock Community Pool			
≤15	\$40.00	Per 2 Hour Rental	
16-20	\$45.00	Per 2 Hour Rental	
21-25	\$50.00	Per 2 Hour Rental	
26-30	\$55.00	Per 2 Hour Rental	
31-50	\$75.00	Per 2 Hour Rental	
Facility Rentals			
Category** I	No charges apply		
Dance Room at Countryside Rec Center			
Category** II (A)	\$50.00	Per Hour	
Category** III	\$50.00	Per Hour	



Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
Basic Rental Package	\$150.00	Every 3 Hours	
Basic Rental Package - Additional Time	\$50.00	Every 3 Hours	
Ultimate Rental Package	\$300.00	Every 3 Hours	
Ultimate Rental Package - Additional Time	\$50.00	Per Hour	
Dreamcatcher Park/Recreation Center Gymnasium			
Category** II (A) (B)	\$100.00	Per Hour	
Category** III	\$125.00	Per Hour	
Multi-Purpose Room (2 Hr. Min.)			
Category** II (A) (B)	\$75.00	Per Hour	
Category** III	\$100.00	Per Hour	
Classroom			
Category** II (A) (B)	\$30.00	Per Hour	
Category** III	\$35.00	Per Hour	
Study Room			
Category** II (A) (B)	\$25.00	Per Hour	
Category** III	\$30.00	Per Hour	
Field Rentals			
All City Fields (excluding Surprise Recreation Campus fields and the Fields at Countryside)			
Sport Field w/o Lights			
Category** II (A) (B)	\$15.00	Per Hour	
Category** III	\$30.00	Per Hour	
Sport Field w/ Lights	\$15.00	Per Hour	
Field Rentals- Mon-Thurs- Before 3pm	\$7.50	Per Hour	
Field Prep Fee	\$15.00 - \$150.00	Per Field	
Fields at Countryside			
Category II (B) – Before 6pm	\$50.00	Per Hour	
Category II (B) – After 6pm	\$65.00	Per Hour	
Category III – Before 6pm	\$75.00	Per Hour	
Category III – After 6pm	\$90.00	Per Hour	
Field Prep Fee	\$15.00 - \$150.00	Per Field	
Surprise Tennis & Racquet Complex Rentals			
Tennis Courts w/o Lights			
Category** II (A)	\$5.00 - \$8.00	Per Hour	
Category** II (B)	\$6.00 - \$11.00	Per Hour	
Category** III	\$12.00 - \$18.00	Per Hour	
Tennis Courts w/ Lights			
Category** II (A)	\$7.00 - \$11.00	Per Hour	
Category** II (B)	\$8.00 - \$12.00	Per Hour	
Category** III	\$15.00 - \$21.00	Per Hour	
Tennis Classroom			
Category** II (A) (B)	\$30.00 - \$40.00	Per Hour	
Category** III	\$35.00 - \$45.00	Per Hour	
Tennis Ping Pong Room			
Category** II (A) (B)	\$25.00 - \$35.00	Per Hour	
Category** III	\$30.00 - \$40.00	Per Hour	
Racquetball Courts/Sand Volleyball Courts/Pickleball Courts Rentals-All Categories			
Category** II (A) (B) & III	\$5.00-\$9.00	Per Hour	
Facility Cleaning/Excessive Utilities (weekends/holidays)			
Category** II (A) (B) & III	\$20.00	Per Hour	
Staff- See Staffing Fees			
Accessories			
Portable PA System/Water/Ice/Coolers	\$30.00	Per Item	
Podium/Microphone/Inflatable	\$10.00	Per Item	
Ramadas			
Category** I	No charges apply		
Ramada Small			
Resident	\$20.00	Per 4 Hour Block	
Non-Resident	\$35.00	Per 4 Hour Block	
Ramada Large			
Resident	\$30.00	Per 4 Hour Block	
Non-Resident	\$55.00	Per 4 Hour Block	
Ramada Heritage Park Pavillion (Special event premiums may apply.)			
Resident	\$65.00	Per 4 Hour Block	
Non-Resident	\$125.00	Per 4 Hour Block	
Amplified Sound - Dj (Must reserve all ramada's within 50 ft.)			
Category** II (A)	\$50.00	Every 4 Hours	
Category** II (B)	\$50.00 - \$100.00	Every 4 Hours	
Category** III	\$100.00 - \$250.00	Per Location	
Amplified Sound - Live Music (Must reserve all ramada's within 50 ft.)			
Category** II (A)	\$100.00	Every 4 Hours	
Category** II (B)	\$100.00 - \$200.00	Every 4 Hours	
Category** III	\$200.00 - \$400.00	Per Location	



Citywide Fee Schedule

Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
Beer Permit			
Resident	\$10.00	Per Permit	
Non-Resident	\$20.00	Per Permit	
Admin Fee	\$250.00	Per Event	
Mobile Food Vendor			
Vending in Parks	\$0.00 - \$500.00	Per Permit (Permit fee based on location, duration and event)	New fee for mobile food vendors to sell in city parks.
Staff Required- See Staffing Fees			
Staffing (2 Hr. Min. Requirements Based On Specific Event, Attendance, And Required Personnel For Safety.)			
Category** I (No charges apply)			
Recreation/Maintenance/Tennis Pro	\$20.00	Per Hour/Per Staff Member	
Janitor/Custodian	\$15.00	Per Hour/Per Staff Member	
Tennis Supervisor	\$40.00	Per Hour/Per Staff Member	
Memorial Program			
24" Tree	\$850.00	One time amount	New fees for the memorial program are for the purchase, installation, and maintenance of the item for a designated time period as noted in the application.
36" Tree	\$2,000.00	One time amount	
Park Bench	\$5,000.00	One time amount	
Brick for Dream Catcher Park	\$100.00	One time amount	
Special Use Permit			
Inflatables/Attractions (Resident)	\$10.00	Per Item/Per Day	New fee to set up inflatable bounce houses or similar attractions in the park with a ramada reservation. The fee is comparable to those charged by several of the surrounding cities.
Inflatables/Attractions (Non-Resident)	\$20.00	Per Item/Per Day	New fee to set up inflatable bounce houses or similar attractions in the park with a ramada reservation. The fee is comparable to those charged by several of the surrounding cities.
Organized Activity Park Use (Resident)	\$0.00 - \$100.00	Per Permit/Per Day (Permit fees based on group size and activity)	New fee for individuals and vendors who conduct an organized activity using park open space and/or use the park for commercial purposes. Fee is comparable to those charged by several of the surrounding cities.
Organized Activity Park Use (Non-Resident)	\$0.00 - \$200.00	Per Permit/Per Day (Permit fees based on group size and activity)	New fee for individuals and vendors who conduct an organized activity using park open space and/or use the park for commercial purposes. Fee is comparable to those charged by several of the surrounding cities.
POLICE			
Reports			
Less Than 10 Pages	\$5.00	Per Request	
10 - 19 Pages	\$10.00	Per Request	
20 - 29 Pages	\$15.00	Per Request	
30 - 49 Pages	\$25.00	Per Request	
50 - 100 Pages	\$35.00	Per Request	
Per Page Over 100 Pages	\$0.15	Per Request	
Photos			
Photos	\$20.00	Per CD	
Fingerprint Cards			
2 Or Less	\$15.00	Per Request	
Per Card Over 2	\$5.00	Per Card	
Miscellaneous			
Letter Of Clearance	\$10.00	Per Letter	
Video Recording Fee	\$46.00	Per Hour	
Recording 911/Phone/Video- VHS/Cassette/Macro-Cassette/CD	\$20.00	Per Recording	
Tow Fee 28-3511*	\$150.00	Per Tow	
Transaction- Pawnshop/Secondhand Dealer	\$3.00	Per Transaction	
PUBLIC WORKS			
Sanitation Hauler's License			
Application	\$500.00	Per Application	
License	\$1,000.00	Per Vehicle	
Water Meter Installation			
3/4"	\$275.00	Per Permit	
1"	\$310.00	Per Permit	
1.5"	\$565.00	Per Permit	
2"	\$750.00	Per Permit	
3" Hydrant	\$95.00	Per Permit	
3"	\$2,005.00	Per Permit	
4"	\$2,480.00	Per Permit	
6"	\$3,910.00	Per Permit	
8"	\$5,635.00	Per Permit	
2" Electromagnetic Meter or Compound	\$2,255.00	Per Permit	
3" Electromagnetic Meter or Compound	\$3,020.00	Per Permit	
4" Electromagnetic Meter or Compound	\$3,700.00	Per Permit	
6" Electromagnetic Meter or Compound	\$5,460.00	Per Permit	
8" Electromagnetic Meter or Compound	\$7,585.00	Per Permit	
5/8" Displacement	\$255.00	Per Permit	
1.5" Turbine	\$1,125.00	Per Permit	
2" Turbine	\$1,385.00	Per Permit	
Stormwater Utility Services			
Monthly Rate			
FY2017	\$2.00	Per Equivalent Dwelling Unit (EDU)	Remove fee
FY2018	\$2.00	Per Equivalent Dwelling Unit (EDU)	Remove fee
FY2019	\$2.00	Per Equivalent Dwelling Unit (EDU)	Remove fee



Fees are separated by service area to facilitate the identification of a particular fee within the document, however fees as adopted on this schedule may be assessed citywide.

FEE	AMOUNT	UNIT OF MEASURE	Summary of Changes
FY2020	\$2.00	Per Equivalent Dwelling Unit (EDU)	Remove fee
FY2021 Monthly Rate	\$2.75	Per Equivalent Dwelling Unit (EDU)	Update fee description

Classifications	Number of EDU's	Unit of Measure
Residential		
Single Family Residence	1	Per Residence
Non-Residential		
RV Park	1	Per Pad
Commercial/Industrial	1	Per 3,420 Square Feet of Impervious Area
Schools/Churches	1	Per 3,420 Square Feet of Impervious Area
Agriculture - Impervious Area	1	Per 3,420 Square Feet of Impervious Area
Agriculture - Farmed Area (Fee applied only to 10% of total farmed area)	1	Per 3,420 Square Feet of Farmed Area

Undeveloped Land is exempt from Stormwater Utility Fee.

Improved Land Stormwater Utility Fee is based on land use classification rates above.

Non-residential classifications may qualify for the commercial credit program detailed below.

Non-residential EDU calculations are rounded to the nearest one-hundredth and subject to a minimum of 1 EDU per parcel.

Commercial Credit Programs

Infrastructure Program (Up to 25% Credit)

1. > 10% Above Standard Requirements	5% Credit
2. > 25% Above Standard Requirements	10% Credit
3. > 35% Above Standard Requirements	15% Credit
4. > 50% Above Standard Requirements	20% Credit
5. Creative means to achieve Above Standard Requirements	5% Credit

Regulatory Credit Program (Up to 13% Credit)

School Education Credit (participate in County Program)	8% Credit
Public Participation	5% Credit
Partnership Donations	5% Credit
Industrial AZPDES Credit	5% Credit
Bonus: Participate in any 2	3% Credit

* This fee is established by a federal, state, or county agency and is subject to change.

** Category I: City of Surprise, Official City Sponsored Events or Programs, Texas Rangers, Kansas City Royals per Lease Agreement.

Rental Fee - No, Direct Expenses - No

Category II (A): Partnerships with City of Surprise, Dysart Unified School District IGA, Ottawa University Agreement

Rental Fee - Yes, Direct Expenses - Yes

Category II (B): Surprise Youth Sports Organizations with 90% Residency Requirements

Rental Fee - No, Direct Expenses - Yes

Category III: Individuals, Companies, Organizations, Commercial Entertainment, Consumer Events, Concerts, Trade Shows.

Rental Fee - Yes, Direct Expenses - Yes



SURPRISE
ARIZONA

CITYWIDE USER FEE UPDATES

APRIL 2, 2024

USER FEES

- Recover costs associated with City programs and services
- Examined periodically to determine recovery rate
- Utility rates and development impact fees are not part of this update
- Compliance and applicable policies
 - A.R.S. § 9-499.15
 - Comprehensive Financial Management Policies
 - User Fees Standard Operating Procedures
- Citywide Fee Schedule approved by City Council Resolution

USER FEES

- Public Notice required for any new or increased tax/fee
 - 60 days before City Council action

- Public Notice not required for
 - Lowering or eliminating a fee
 - Changes to the name or unit of measurement
 - Exempt fees
 - Amount set by state or federal law – e.g. court, ambulance
 - Fees for registration-based classes, programs or activities
 - Fees established for public housing and other federally funded programs

USER FEES - UPDATES

- Total number of proposed changes
 - New or Increased Fees – 25
 - Eliminated Fees – 16
 - Changes to Name, Unit of Measure and/or Existing Amount – 21
- Total number of proposed changes by department:

Department	New or Increased Fee (Requires Public Notice)	Eliminated Fee (Does Not Require Public Notice)	Changes to Name, Unit of Measure and/or Existing Amount (Does Not Require Public Notice)
City Clerk	2	0	0
Community Development	13	11	11
Human Services & Community Vitality	1	1	9
Parks and Recreation	9	0	0
Public Works	0	4	1

USER FEES - UPDATES

➤ Changes Requiring Public Notice – New Fees (Examples)

- City Clerk: Commercial Records Request

- Aligns with state statute and ensures compliance with State Public Records Requirements defined by A.R.S. § 39-121.03(A)

Commercial Records Request	Amount	Unit of Measure
Electronic Record	\$5.00	Per Day
Record Line	\$0.50	Per Record Line

- Community Development: Residential Healthcare Facility Inspections

- Establishes mechanism to recuperate staff time and materials for the monitoring, scheduling, and conducting of inspections related to Residential Healthcare Facilities (Includes Sober Living Homes)

Fee Name	Amount	Unit of Measure
Residential Healthcare Facility Inspections	\$180.00	Per Inspection

USER FEES - UPDATES

➤ Changes Requiring Public Notice – Increased Fees (Examples)

- Community Development:

- Design Review Elevation Only (Remodel, Colors)

- Increase is to recuperate staff time and materials for processing and reviewing requests to modify the elevation only of a previously reviewed design review project

- City Jurisdiction or Service Area – Civil Construction Permit

- Modification to be more in line with costs yielded by the city and keeping them competitive with other neighboring municipalities.

- Inspection and Re-Inspection (2 hr. minimum outside of normal business hours)

- Increase to accommodate impact to workload and the average staff cost associated with the service provided.
 - More in line with neighboring municipalities

Fee Name	Current Amount	New Amount	Unit of Measure
Design Review Elevation Only (Remodel, Colors)	\$50.00	\$150.00	Per Inspection
City Jurisdiction or Service Area – Civil Construction Permit	3% of Construction Cost	3.5% based on either an executed contract or a sealed engineer's estimate at 110%	Per Permit
Inspection and Re-Inspection (2 hr. minimum outside of normal business hours)	\$75.00	\$125.00	Per Hour

USER FEES - UPDATES

- Changes Not Requiring Public Notice – Eliminating/Removing Fees (Examples)
 - Community Development:

Fee Name
Temporary Sales/Construction Trailer (Fee 1 of 2 and 2 of 2)
Temporary Power Permit
Landscape Plan Review (Fee 1 of 2 and 2 of 2)
Water, Wastewater, and Reclaimed Water Facility Permits (Wells, Water Supply Facilities, Lift Stations, etc.)
Facility Plan Review – Water, Wastewater, Reclaimed (30/60/90%)
Facility Plan Review (100%)

USER FEES - UPDATES

- Changes Not Requiring Public Notice – Changes to name, unit of measure and/or amount for existing fees (Examples)

- Community Development:

Current Name	New Name
404 Documentation/Phase 1 Environmental Assessment/Title Report	404 Documentation/Phase 1 Environmental Assessment/Title Report/Environmental Inventory Plan & Report
Zoning Amendment Major	PAD/PUD Amendment Major
Zoning Amendment Minor	PAD/PUD Amendment Minor
Building/Fire Plan Review	Building/Fire/Landscape Plan Review

Name	Current Unit of Measure	New Unit of Measure
Civil Plan Review – 3 rd and Subsequent Review/Revisions to Approved Plans	Per Hour	Per Sheet

USER FEES - TIMELINE

- April 5, 2024
 - 60-day Public Notice will be posted by this date
 - June 4, 2024
 - Council Action / Adoption
 - Fees effective

User Fees Timeline FY24

A.R.S. § 9-499.15 Proposed new or increased municipal taxes and fees

Desired Council Action Date: 6/4/2024

Work Session 4/2/2024

60 days 4/5/2024

December 2023							January 2024							February 2024							March 2024								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2	2	1	2	3	4	5	6	1					1	2	3	2					1	2	
3	4	5	6	7	8	9	7	7	8	9	10	11	12	13	7	4	5	6	7	8	9	10	3	4	5	6	7	8	9
10	11	12	13	14	15	16	7	14	15	16	17	18	19	20	7	11	12	13	14	15	16	17	10	11	12	13	14	15	16
17	18	19	20	21	22	23	7	21	22	23	24	25	26	27	7	18	19	20	21	22	23	24	17	18	19	20	21	22	23
24	25	26	27	28	29	30	6	28	29	30	31			7	25	26	27	28	29			24	25	26	27	28	29	30	



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: June 4, 2024

Contact Person: Seth Dyson, DIRECTOR - HSCV

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of Amendment No. 4 to the Intergovernmental Agreement with Maricopa County for Home Program Funds; Resolution #2024-80.

Motion:

I move to approve Resolution # 2024-80.

Background:

The Cities and Towns of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise and Tempe, and Maricopa County have previously entered into an Intergovernmental Agreement (IGA) to form the Maricopa HOME Consortium (HOME Consortium IGA) to receive, distribute and administer HOME Investment Partnerships Funds (HOME).

Amendment No. 4 changes the lead agency contact information and extends the expenditure timeframe for the 2023 Work Statement activities from June 30, 2024, through September 30, 2025.

Objective Analysis:

This action will allow the Human Service & Community Vitality Department to continue to provide Tenant Based Rental Assistance to assist low-income residents of Surprise.

Policy Compliant:

This action is compliant with City and Council policies.

Financial Impact:

There is no anticipated financial impact related to this item.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. Res 2024-80 IGA HOME Amendment 4
 2. City of Surprise HOME PY23 Amendment 4
-

RESOLUTION # 2024-80

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR 2023 HOME PROGRAM FUNDS TO EXTEND THE EXPENDITURE DEADLINE.

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

WHEREAS, the Cities and Towns of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise and Tempe, and Maricopa County have previously entered into an Intergovernmental Agreement (“IGA”) to form the Maricopa HOME Consortium (“HOME Consortium”) to receive, distribute and administer HOME Investment Partnerships Funds (HOME);

WHEREAS, the United States Department of Housing and Urban Development and Maricopa County Consortium has allocated funding to the City of Surprise for Tenant Based Rental Assistance to help low income residents of Surprise;

WHEREAS, Amendment No. 4 to the IGA will change the lead agency contact for Maricopa County and extend the expenditure timeframe for the 2023 Work Statement activities from June 30, 2024, through September 30, 2025.

WHEREAS, all other terms and conditions of the Agreement and previously approved Amendments shall remain the same and in full force and effect as approved;

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

Section 1. The Amendment No. 4 to the Intergovernmental Agreement between the City of Surprise and Maricopa County, attached as Exhibit A, is approved.

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

SIGNATURES ON NEXT 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 # 2024-80
Exhibit A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND MARICOPA COUNTY

AMENDMENT NO. 4 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SURPRISE

- I. Maricopa County ("County") administered by its Human Services Department and the City of Surprise ("City") entered into a financial Intergovernmental Agreement ("Agreement") on or about March 31, 2021. The purpose of the Agreement is for the City to provide Tenant Based Rental Assistance (TBRA) and security deposits to eligible individuals that reside in the City of Surprise. The County provided the City with \$184,855 in PY2020 HOME Investment Partnerships Program (HOME) funds through the U.S. Department of Housing and Urban Development (HUD), under ALN 14.239. All work performed or costs incurred or expended shall be reimbursable through September 30, 2024. The County and the City may be referred to individually as the "Party" and collectively referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about March 17, 2022. The Amendment extended the termination date from September 30, 2024, through September 30, 2025. The Amendment also added agreement required language specific to: Whistleblower Rights; Force Majeure; Administrative Change Orders; and Compensation. The Amendment added 2021 Work Statement for the City to provide Tenant Based Rental Assistance (TBRA) and security deposits to eligible individuals that reside in the city of Surprise. The County provided the City with an increase in funding in the amount of \$185,929 PY21 HOME funds for the work statement activities. The Agreement funding amount increased from \$184,855 to \$370,784.

The Parties fully executed Amendment No. 2 on or about January 25, 2023. The Amendment added a 2022 Work Statement to the Agreement for the City to provide Tenant Based Rental Assistance (TBRA) to its residents. The County provided the City with an increase in funding in the amount of \$200,703 in PY22 HOME funds for the work statement activities. The expenditure time frame for this Work Statement is through September 30, 2025. The Agreement funding amount increased from \$370,784 to \$571,487 in HOME funds.

The Parties fully executed Amendment No. 3 on or about September 13, 2023. The Amendment added two 2023 Work Statements to the Agreement for the City to provide Tenant Based Rental Assistance (TBRA) subsidies to its residents. The County provided the City with an increase in funding through the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program (HOME) under ALN 14.239, in the amount of \$252,694 in PY2023 HOME funds and \$147,729 in PY2019 HOME funds. The expenditure time frame for the 2023 Work Statements is through June 30, 2024. The Agreement funding amount increased from \$571,487 to \$971,910 in HOME funds.

- II. The Parties agree to enter into this Amendment No. 4 to amend the Agreement as follows:

- A. Change Lead Agency for Maricopa County:
Human Services Department
Representative: Jamie Macfarlane, Assistant Director, Housing and Community Development Division
Phone: 602-506-5813
E-mail : Jamie.Macfarlane@maricopa.gov
Address: 234 North Central Avenue, Third Floor, Phoenix, Arizona 85004
- B. The expenditure timeframe for all work performed, or costs incurred or expended for the 2023 Work Statement activities shall hereby be extended from June 30, 2024, through September 30, 2025.
- III. Under A.R.S. §38-511, the Parties may cancel this Agreement without penalty of further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.
- IV. Section II above contains all the changes made by this Amendment No. 4. All other terms and conditions of the Agreement and previously approved Amendments shall remain the same and in full force and effect as approved.
- V. The Parties have authorized the undersigned to execute this Amendment No. 4 on their behalf, and it shall be effective upon approval and signature by both Parties.

[Signatures contained in following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 4:

FOR CITY OF SURPRISE:

Skip Hall Date
Mayor

Attestation:

Kristi Passarelli Date
City Clerk

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 4 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SURPRISE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Attorney for the City Date

FOR MARICOPA COUNTY:

Jack Sellers Date
Chairman, Board of Supervisors

Attestation:

Juanita Garza Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 4 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Deputy County Attorney Date



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2024

Contact Person: Seth Dyson, DIRECTOR - HSCV

Submitting Department: Human Svcs and Comm
Vitality

District: Citywide

Staff Recommendations:

Consent: Yes

Regular: No

Public Hearing: No

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget authority in the amount of \$10,000 for the Utility Assistance Program and approving an amendment to the Independent Contractor Agreement with Arizona Community Action Association; Resolution 2024-79.

Motion:

I move to approve Resolution #2024-79.

Background:

The City entered into Independent Contractor Agreement No. 07012023-24 with Arizona Community Action Association DBA Wildfire (Wildfire) in November 2023. The City agreed to conduct application intake and eligibility determinations for utility bill assistance and deposits. The City also agreed to make guarantees and payments to utility companies for eligible applicants. Those payments are then reimbursed to the City by Wildfire. Amendment No. 1 to the Independent Contractor Agreement would provide an additional \$10,000 in funding available for the Utility Assistance Program.

Objective Analysis:

This item allows the Human Service & Community Vitality Department to accept and administer the additional funding in support of the Utility Assistance Program.

Policy Compliant:

This item is consistent with City and Council Policy.

Financial Impact:

This Amendment will allow an additional \$10,000 in expenditures to support the Utility Assistance Program. All expenses are on a reimbursement basis. This is a one-time grant and there is no match requirement for this funding.

Budget Impact:

This item amends the Fiscal Year 2024 budget by moving budget authority in the amount of \$10,000

from General Contingency to project G51741 FY24 Wildfire HEAF 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:

There is no FTE impact associated with this item.

ATTACHMENTS:

1. Res 2024-79 Wildfire Amendment One
 2. FY24 City of Surprise Agreement - Amendment One
-

RESOLUTION # 2024-79

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING AMENDMENT NO. 1 OF THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF SURPRISE AND ARIZONA COMMUNITY ACTION ASSOCIATION DBA WILDFIRE; AUTHORIZING THE CITY TO ACCEPT GRANT FUNDING FOR THE UTILITY ASSISTANCE PROGRAM; AND AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY OF \$10,000 FROM GENERAL CONTINGENCY TO PROJECT G51741 IN THE GRANTS FUND.

WHEREAS, the City and County ("Parties") entered into an Independent Contractor Agreement with Arizona Community Action Association DBA Wildfire (Wildfire) Contract No 07012023-24, effective July 1, 2023, which is incorporated by reference, in order to support the Utility Assistance Program;

WHEREAS, the original contract allotted up to \$15,126, Amendment No. 1 allows an additional \$10,000 towards the APS allocation;

WHEREAS, all service expenditures pursuant to the Independent Contractor Agreement are on a reimbursement basis, up to \$25,126;

WHEREAS, all other terms and conditions of the agreement remain in full force and effect except as amended by Amendment No. 1;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

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

Section 2. That Amendment No. 1 to the Independent Contractor Agreement between Wildfire and the City of Surprise (Contract No. 07012023-24), attached as ***Exhibit B***, is hereby 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.

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

**RESOLUTION 2024-79
EXHIBIT A**

1. Appropriation - The allocations below represent the moving of budget authority in the amount of \$10,000 from General Contingency to Project G51741 in the Grants Fund to cover projected expenditures associated with the Utility Assistance 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	Human Svcs and Comm Vitality	#G51741 FY24 Wildfire HEAF	E	15,200	10,000	25,200
Grants	Human Svcs and Comm Vitality	#G51741 FY24 Wildfire HEAF	R	15,200	10,000	25,200
Contingency	General Operations	Contingency	E	56,896,000	(10,000)	56,886,000
Contingency	General Operations	Other	R	74,155,200	(10,000)	74,145,200
Expense Total				56,911,200	-	56,911,200
Revenue Total				74,170,400	-	74,170,400

RESOLUTION 2024-79
EXHIBIT B

Amendment No. 1 to the Independent Contractor Agreement
(Contract No. 07012023-24)



**Amendment No. One (1) to the 2023-2024
Independent Contractor Agreement
Contract No. 07012023-24**

The Independent Contract Agreement dated July 1, 2023, between Arizona Community Action Association (dba Wildfire) and **City of Surprise** (hereinafter “Contractor”) to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources:

1. APS Crisis Bill Assistance: The Direct Service amount will increase from **\$5,833.33** to **\$14,166.67**, and the Program Delivery amount will increase from **\$1,166.67** to **\$2,833.33**. The total APS allocation amount will increase from **\$7,000.00** to **\$17,000.00**.

New provisions:

1. Conflicts of Interest. The Independent Contract Agreement, dated July 1, 2023 (the “Agreement”), is subject to Ariz. Rev. Stat. § 38-511 and may be terminated in accordance therewith.

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. One (1), effective as of the effective date.

CONTRACTOR:
City of Surprise

Arizona Community Action Association
(dba Wildfire), an Arizona nonprofit
corporation

By: _____

By: _____

Name: Bob Wingenroth

Name: Kelly McGowan

Title: City Manager

Title: Executive Director

Date: _____

Date: _____

Address:
16000 N Civic Center Plaza
Surprise, AZ 85374

Address:
340 E Palm Lane, Suite 315
Phoenix, AZ 85004
Fax: 602-604-0644

Email: kmcgowan@wildfireaz.org



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2024
Submitting Department: Public Works
Staff Recommendations:

Contact Person: Kristin Tytler, Department Director
District: District 1

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

Agenda Wording:

Consideration and action pertaining to the conditional acceptance and maintenance of certain streets and public utility improvements at Rancho Mercado West San Ysidro Road, generally located at the southeast corner of West Happy Valley Road and North 147th Avenue; Resolution # 2024-81.

Motion:

I move to approve Resolution #2024-81.

Background:

The Public Works Department conducted the final inspection of the public improvements to Rancho Mercado West San Ysidro Road on or about February 7, 2024, totaling 5,721 SY (approximately 1,514 LF) and determined that the infrastructure was compliant and acceptable to the city. The infrastructure includes asphalt pavement, storm drains and wastewater lines. Domestic water lines are located within the City of Surprise water jurisdiction.

Objective Analysis:

The improvements to this property provide access and conveyance to the property, storm drains to convey storm water to retention basins, sewer lines to convey wastewater from the property to the city's public system, and water lines to convey domestic water to the property. This action will accept the required infrastructure.

Policy Compliant:

The City Code generally requires development to install public infrastructure required to serve the development. Upon completion and acceptance of such infrastructure, the infrastructure becomes the property of the City. Acceptance of this infrastructure will officially transfer ownership and future maintenance to the City.

Financial Impact:

Acceptance of streets, sewer, water and storm drain infrastructure increases the city's asset base and adds to future maintenance commitments. The total acceptance value of the infrastructure included with this item is \$811,866.

Budget Impact:

Funding for the infrastructure maintenance now and in the future will be supported from the city's Transportation Operations, Wastewater Operations, Water Operations and Stormwater Operations Funds. The anticipated incremental additional maintenance expense associated with the acceptance of these infrastructure items will be incorporated into future years' budgets.

FTE Impact:

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

ATTACHMENTS:

1. 01_Resolution 2024-81 Infrastructure Acceptance RMSanYsidro_BAC_final
 2. 02_Notice of Completion RM San Ysidro
 3. 03_Inspector Project Sign Off Form RM San Ysidro
 4. 04_Linear Foot Verification RM San Ysidro
-

RESOLUTION # 2024-81

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, TO CONDITIONALLY ACCEPT THE PUBLIC IMPROVEMENTS AT RANCHO MERCADO WEST SAN YSIDRO ROAD, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF WEST HAPPY VALLEY ROAD AND NORTH 147TH AVENUE.

WHEREAS, in compliance with the City Code, the developer installed certain public improvements, including roadway improvements which consist of concrete sidewalks, curbs and gutters, as well as asphalt/paving, and the developer also installed sewer lines, water lines, and drainage infrastructure. The roadway improvements, sewer lines, water lines, and drainage infrastructure are all collectively referred to as "Public Improvements";

WHEREAS, pursuant to Surprise Municipal Code ("SMC") Chapter 108, Article III, Section 108-3.5, the developer shall maintain all Public Improvements for a period of two years, beginning from the date of conditional acceptance of said improvements by the Council ("Conditional Acceptance").

WHEREAS, Taylor Morrison the developer of Rancho Mercado West San Ysidro Road, dedicated to the City the Public Improvements, generally located at the southeast corner of West Happy Valley Road and North 147th Avenue;

WHEREAS, on or about January 18, 2024, the City of Surprise Public Works Department completed an inspection of the Public Improvements described in this resolution and found the improvements to be in substantial compliance with the approved plans and specifications;

WHEREAS, the City of Surprise acknowledges that the Developer's two-year warranty period will begin upon the City Council's ("Council") conditional acceptance of the Public Improvements; and

WHEREAS, after the conclusion of the Developer's two-year warranty period, the City of Surprise will complete a final acceptance inspection, and upon clearance, will accept the Public Improvements, release the warranty assurance, and begin maintenance of the Public Improvements.

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

Section 1. The City of Surprise conditionally accepts the Public Improvements generally located as depicted on the map attached as Exhibit A and listed on Exhibit B.

Section 2. Upon clearance and final acceptance of the Public Improvements at the conclusion of the two-year warranty period, the City will release the warranty and begin maintenance of the Public Improvements.

APPROVED AND ADOPTED this _____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

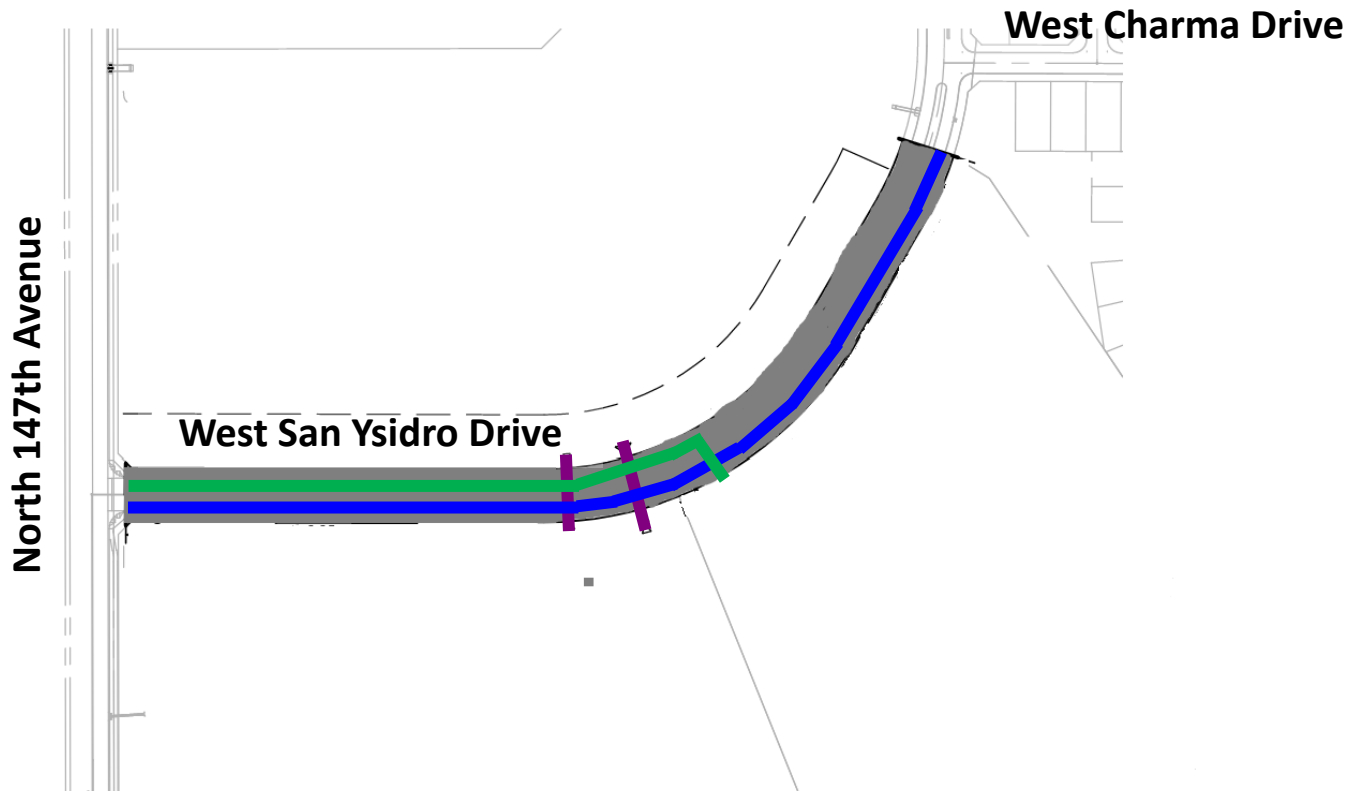
Robert Wingo, City Attorney

Exhibit A

Map of Infrastructure

EXHIBIT A

Rancho Mercado West San Ysidro Drive



INFRASTRUCTURE TO BE ACCEPTED:

- SEWER
- WATER
- DRAINAGE
- ROADWAY
Asphalt/Pavement,
Concrete (Curb &
Gutter, Sidewalk)

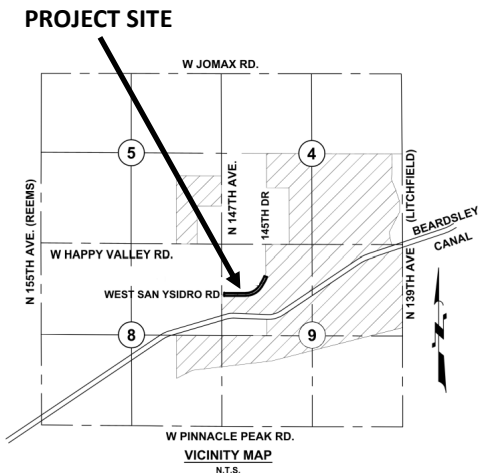


EXHIBIT B

List and Cost of Improvements



EXHIBIT B

ENGINEERING DIVISION
PUBLIC WORKS
CITY OF SURPRISE
16000 N. CIVIC CENTER PLAZA
SURPRISE, AZ 85374
T. 623-222-6150

Memorandum

To: City of Surprise City Council
From: Public Works – Engineering Services
Date: 04/30/24
Re: Rancho Mercado West San Ysidro Road

The public improvements for the above project have been completed and are tentatively scheduled for conditional acceptance by Council. The amounts for the infrastructure have been provided by a third party and not the City of Surprise. The following are the infrastructure improvements included with this acceptance and the corresponding valuation that the City will be accepting:

City Paving	\$321,299.00
City Concrete	\$233,475.00
City Sewer	\$ 88,314.00
City Water	\$141,607.00
City Drainage	\$ 27,171.00
Total	\$811,866.00

April 16, 2024

Taylor Morrison/Arizona Inc.
4900 N. Scottsdale Road
Suite 2200
Scottsdale, AZ 85251

**RE: NOTICE OF COMPLETION AND COUNCIL ACTION REQUIREMENT FOR RANCHO MERCADO SAN
YSIDRO ROAD – FS19-882**

The City of Surprise Public Works Department has completed the inspection of the public utility improvements for the above referenced project. These improvements are in substantial compliance with the approved plans and specifications. Council action is required prior to conditional acceptance and the official beginning of the warranty period. The time frame for Council action is approximately 90 days after the following items have been submitted:

- A copy of all lien releases or a title report
- Actual construction cost for related civil permits issued
- Warranty assurance in a format acceptable by the City*

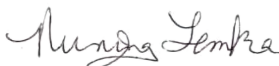
*For the Warranty Assurance, a notice of the required assurance amount and acceptable formats will be sent via email once actual construction costs have been submitted by the applicant.

The warranty period starts upon council acceptance for a period of two (2) years; please ensure warranty assurance will not expire prior to this date. The applicant will be notified of the council date as soon as it is scheduled and the warranty financial assurance is required to be submitted to the city 10 calendar days prior to the council date. If a warranty financial assurance is not received within 10 calendar days, council action and start of the warranty period will be delayed, at a minimum, an additional two (2) weeks.

A letter of conditional acceptance and notification that the warranty period has begun will be forwarded upon the completion of council acceptance. Also, a request to release the associated completion assurance will be made; notification will be sent when assurance document is available for pick up.

If you have any questions or concerns, you can reach me at 623-222-6148 or at nuning.lemka@surpriseaz.gov.

Sincerely,



Nuning Lemka, P.E.
City Engineer

cc: Ravi Sharma, PW Engineering Manager
Eric Boyles, Transportation Director
Amanda Correia, Finance Senior Accountant
Warren Bert, GIS Manager

Robert Fields, PW Field Engineering Supervisor
Erick Martin, Finance
Michael Boule, Water Resource Management Director

[illegible]



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2024 Contact Person: Tanner Wessel
Submitting Department: Community Development District: District 3
Staff Recommendations: None

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

Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled, “Brake Masters” and dated March 29, 2024, a property located at the northeast corner of Cotton Lane and Waddell Road. Case FS24-0095.

Motion:

I move to approve the Final Plat entitled, “Brake Masters” and dated March 29, 2024.

Background:

James Williamson of Superior Surveying Services Inc. seeks approval of a Final Plat of the subject property located at the northeast corner of Cotton Lane and Waddell Road. The proposed Final Plat splits the subject property into two (2) parcels to align with future commercial development plans.

Objective Analysis:

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

Policy Compliant:

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

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 00-FS24-0095 Brake Masters Final Plat - Staff Report
 2. 01-FS24-0095 Brake Masters Final Plat - Vicinity Map
 3. 02-FS24-0095 Brake Masters Final Plat - Zoning Map
 4. 03-FS24-0095 Brake Masters Final Plat - Final Plat
 5. 04-FS24-0095 Brake Masters Final Plat - Final Plat Exhibit
 6. FS24-0095 Brake Masters Final Plat - CC Presentation
-

Case: FS24-0095

Project Name: Brake Masters – Final Plat

Council District: 3 – Mesquite

Meeting Date: June 4, 2024

Planner: Tanner Wessel, Planner II

Owner: Height Properties LLP

Applicant: James Williamson of Superior Surveying Services, Inc

Request: Final Plat to subdivide one (1) parcel approx. 2.16 acres into two (2) parcels.

Site Location: Located at the northeast corner of Waddell Road and Cotton Lane

Site Size: Approximately 2.16 gross acres

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

Findings:

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

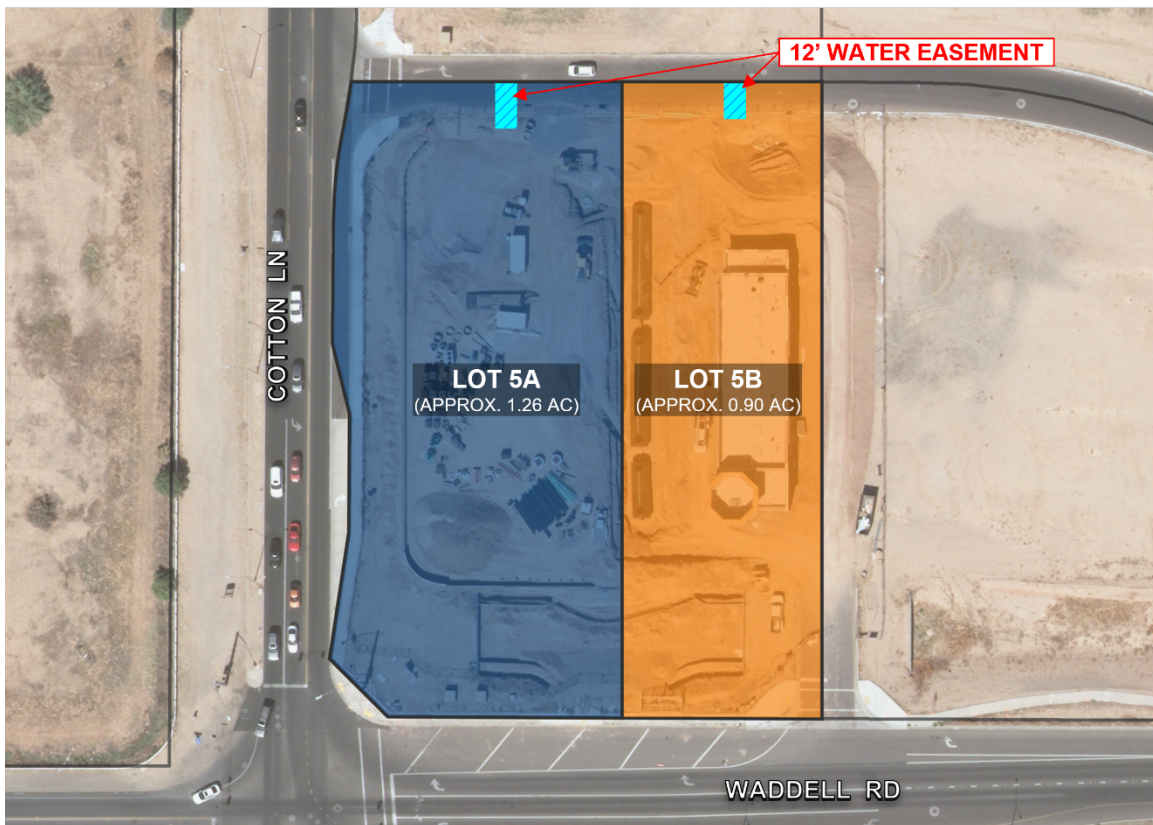
Alternative Actions: **Approve** – Approval of the proposed Final Plat will allow the applicant the ability to subdivide the property as proposed.

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

ADDITIONAL INFORMATION

James Williamson of Superior Surveying Services, Inc. requests approval of a Final Plat entitled "Brake Masters", dated March 29, 2024. The subject parcel is zoned Planned Area Development (PAD) – Prasada and is located at the northeast corner of Waddell Road and Cotton Lane. The proposed Final Plat subdivided one (1) existing parcel of approximately 2.16 gross acres into two (2) parcels to align with future commercial plans for the Prasada Gateway development.

This Final Plat does not propose any right-of-way dedications. However, one (1) 12-foot wide water easement is proposed on Lot 5A & Lot 5B (see exhibit below).



The area for each parcel is shown below:

- Lot 5A – approximately 1.26 acres
- Lot 5B – approximately 0.90 acres

The proposed Final Plat dedicates the following:

- 12-foot wide water easement on Lot 5A
- 12-foot wide water easement on Lot 5B

61 **UTILITY AND SERVICES TABLE:**

62

Electric:	Arizona Public Service
Water:	EPCOR
Wastewater:	City of Surprise
Natural Gas:	Southwest Gas
Irrigation:	Maricopa Water District
Schools:	Dysart USD

63
64 **CONFORMANCE WITH ADOPTED PLANS:**

65
66 The proposed final plat was reviewed against the goals, policies, recommendations, and
67 guidelines of the City of Surprise General Plan 2035. The proposed final plat is consistent
68 with the General Plan in some of the following ways:

69
70 This project is located within the commerce & office character area of the General Plan.
71 The proposed plat adheres to the design guidelines of the character area which allows
72 for commercial development.

73
74 This project maintains compatibility with the quality of existing land uses in the
75 surrounding area in that it continues the development pattern established in the vicinity
76 of this parcel.

77
78 **REVIEWING AGENCIES:**

79
80 In addition to the standard city reviewing agencies, Luke Air Force Base and the Maricopa
81 Water District were included in the routing of this request. None of the reviewing agencies
82 indicated any concerns over the request.

83
84 **SUMMARY:**

85
86 Staff concludes the subject Final Plat is consistent with the Prasada PAD and the applicable
87 requirements of the City of Surprise Land Development Ordinance. All city reviewing
88 departments have reviewed the request and expressed no concerns.

89
90 **FINDINGS:**

- 91
92
 - The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - The proposed Final Plat is consistent with the Prasada PAD.
 - The reviewing agencies have indicated no objections.

94

95
96 **ATTACHMENTS:**

97 01 Vicinity Map
98 02 Zoning Map
99 03 Final Plat

100 04 Final Plat Exhibit
101 PowerPoint



GREENWAY RD

SIERRA
MONTANA

PRASADA

SARIVAL AVE

PROJECT SITE

WADDELL RD

SARAH ANN
RANCH

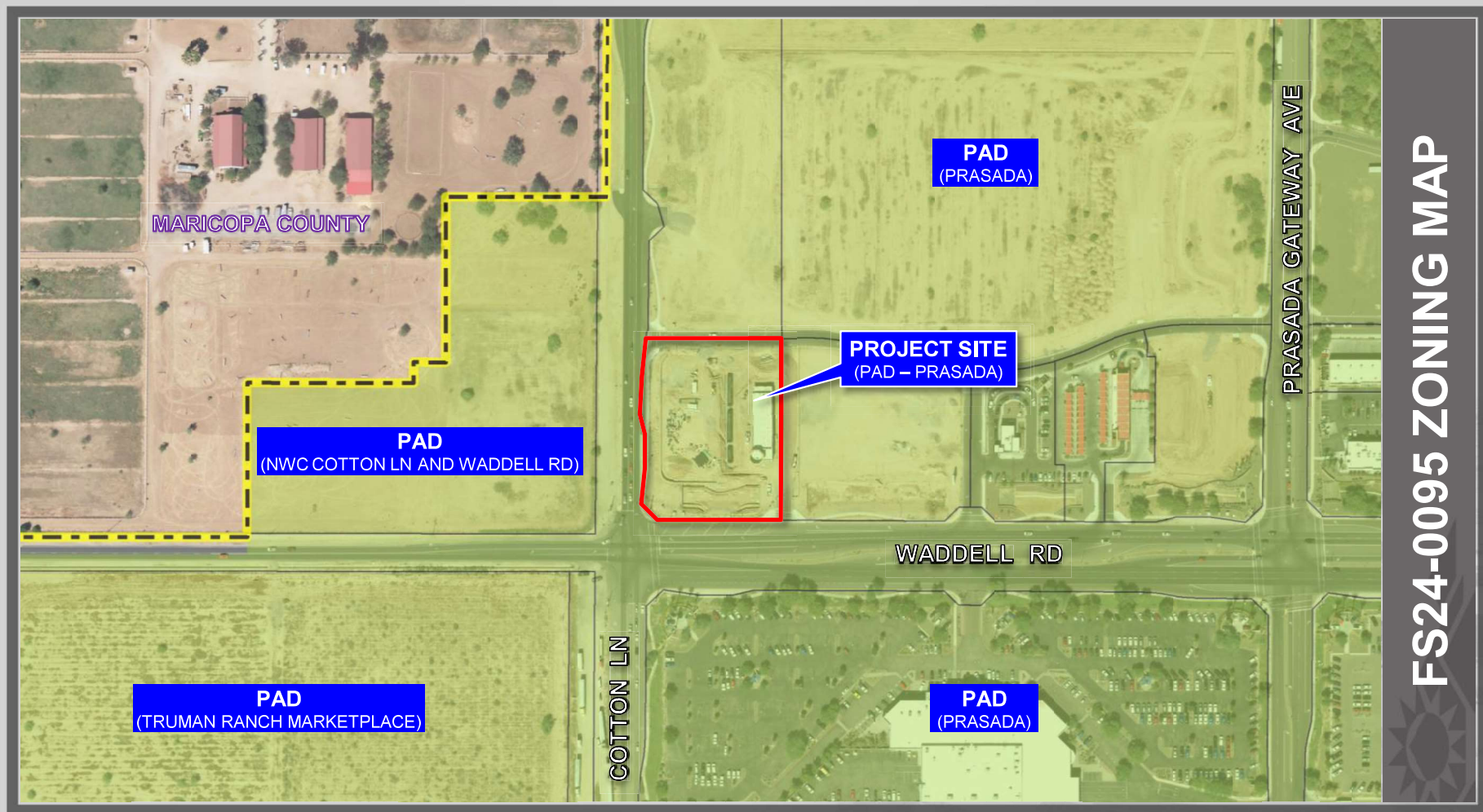
COTTON LN

LOOP 303

PRASADA

CACTUS RD

FS24-0095 VICINITY MAP



FS24-0095 ZONING MAP

FINAL PLAT OF
"BRAKE MASTERS"
LOT 5, PRASADA-PHASE 2A WEST AS RECORDED IN BOOK 960 OF MAPS
PAGE 16, AND AFFIDAVIT OF CORRECTION RECORDED IN 2008-0060184,
RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A
PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP
3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE
AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } ss
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT HEIGHTS PROPERTIES, LLP, AN ARIZONA LIMITED LIABILITY PARTNERSHIP HAVE SUBDIVIDED UNDER THE NAME "BRAKE MASTERS" LOT 5 PRASADA-PHASE 2A WEST AS RECORDED IN BOOK 960 OF MAPS, PAGE 16, AND AFFIDAVIT OF CORRECTION RECORDED IN 2008-0060184, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12 TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SURPRISE, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DO HEREBY PUBLISH THIS PLAT AS AND FOR "BRAKE MASTERS" AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

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

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

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

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS-OF-WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

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

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

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

A PERPETUAL WATER EASEMENT AS DESCRIBED IN THE PLAT IS GRANTED TO EPCOR WATER ARIZONA INC. AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEE"), TO CONSTRUCT, OPERATE, AND MAINTAIN WATER LINES AND APPURTENANT FACILITIES (COLLECTIVELY, "FACILITIES") UPON, ACROSS, OVER AND UNDER THE SURFACE OF THE EASEMENT, TOGETHER WITH THE RIGHT TO OPERATE, REPAIR, REPLACE, MAINTAIN, AND REMOVE THE FACILITIES FROM THE PREMISES, TO ADD OR TO ALTER THE FACILITIES, AND TO PROVIDE GRANTEE WITH REASONABLE INGRESS AND EGRESS TO THE FACILITIES. GRANTEE WILL HAVE UNRESTRICTED ACCESS TO THE EASEMENT FOR THE ACTIVITIES DESCRIBED ABOVE AND FORMAL NOTIFICATION OR APPROVAL BY ANY ASSOCIATION PRIOR TO ACCESSING THE EASEMENT WILL NOT BE REQUIRED.

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

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 20__

BY: _____
ITS: _____
EPCOR WATER ARIZONA INC.
BY: _____
ITS: _____

AREA

LOT NO.	AREA
LOT 5A	54,792 SQ. FT. 1.258 ACRES
LOT 5B	39,208 SQ. FT. 0.900 ACRES
TOTAL	94,000 SQ. FT. 2.158 ACRES

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.

ACKNOWLEDGMENT

STATE OF ARIZONA } ss
COUNTY OF MARICOPA }

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

RELEASE OF LIABILITY

HEIGHTS PROPERTIES, LLP, AN ARIZONA LIMITED LIABILITY PARTNERSHIP ("OWNER") DOES HEREBY:

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

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY 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.

HEIGHTS PROPERTIES, LLP, AN ARIZONA LIMITED LIABILITY PARTNERSHIP, ("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/OR 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.

PLAT NOTES

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS, AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE OWNER. THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS, AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE HOMEOWNERS' ASSOCIATION FORMED BY THE ADJACENT PROPERTY. LANDSCAPING MAINTENANCE OF THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE RESPONSIBILITY OF THE CITY OF SURPRISE AFTER ACCEPTANCE.

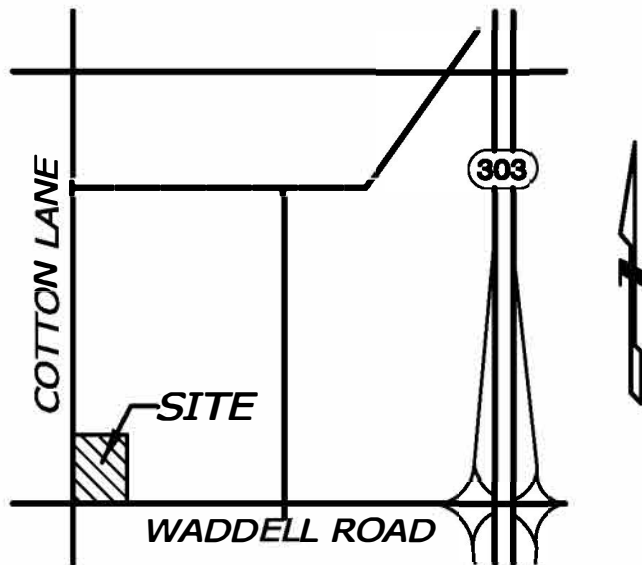
NO DEDICATIONS ARE OCCURRING AS PART OF THIS PLAT.

NO ON-SITE GRADING OR EXCAVATION SHALL OCCUR WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.

PURSUANT TO A.R.S. § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE A AND FLOOD ZONE X (SHADED) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1660L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

THERE IS SHARED UNDERGROUND RETENTION - EACH PARCEL IS RESPONSIBLE FOR THEIR OWN PORTION.



VICINITY MAP

NOT TO SCALE

ZONING

PLANNED AREA DEVELOPMENT (PAD)

DESCRIPTION

PARCEL 1:
LOT 5, PRASADA-PHASE 2A WEST, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA IN BOOK 960 OF MAPS, PAGE 16 AND AFFIDAVIT OF CORRECTION RECORDED JANUARY 23, 2008 AS 2008- 0060184 OF OFFICIAL RECORDS. EXCEPT RESERVING UNTO THE GRANTOR ALL MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS, WHETHER IN SOLID, LIQUID OR GASEOUS FORM, AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY ON, IN OR UNDER THE ABOVE-DESCRIBED LAND (THE 'MINERAL ESTATE'), PROVIDED THAT GRANTOR DOES NOT RESERVE THE RIGHT TO ENTER UPON OR USE THE SURFACE OR ANY PART OF THE SUBJECT LANDS ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE IN CONNECTION WITH THE 'MINERAL ESTATE' RESERVED BY INSTRUMENT NO. 2007- 0969773.

PARCEL 2:
EASEMENTS FOR INGRESS AND EGRESS FOR PEDESTRIANS AND VEHICLES AS SET FORTH IN AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 26, 2019 AS 2019-1047297 AND RE-RECORDED MARCH 13, 2020 AS 2020-0219170 OF OFFICIAL RECORDS.

OWNER

HEIGHTS PROPERTIES, LLP
AN ARIZONA LIMITED LIABILITY PARTNERSHIP
6179 E. BROADWAY BOULEVARD
TUCSON, AZ 85711

SURVEYOR

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

APPROVALS

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 20__, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA.

THIS _____ DAY OF _____, 20__

ATTEST:

MAYOR

CITY CLERK

DATE

DATE

CERTIFICATION

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

MARCH 29, 2024
JAMES M. WILLIAMSON
R.L.S. 76041
2122 W. LONE CACTUS DRIVE, SUITE 11
PHOENIX, AZ 85027



CASE NUMBER: FS24-0095

FINAL PLAT OF
"BRAKE MASTERS"
17060 W. WADDELL ROAD
SURPRISE, AZ 85388

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



DWN: LE CHK: JW
SHEET 1 OF 2
DATE: 3/29/24
JOB: 202311042



LINE	BEARING	DISTANCE
WL1	S 00°00'00" W	25.80'
WL2	N 90°00'00" E	12.00'
WL3	N 00°00'00" E	25.80'
WL4	S 00°00'00" W	21.00'
WL5	N 90°00'00" E	12.00'
WL6	N 00°00'00" E	21.00'

DWN: LE CHK: JW
SHEET 2 OF 2
DATE: 3/29/24
JOB: 202311042

CASE NUMBER: FS24-0095



12' WATER EASEMENT

LOT 5A
(APPROX. 1.26 AC)

LOT 5B
(APPROX. 0.90 AC)

COTTON LN

WADDELL RD

FS24-0095 PLAT EXHIBIT



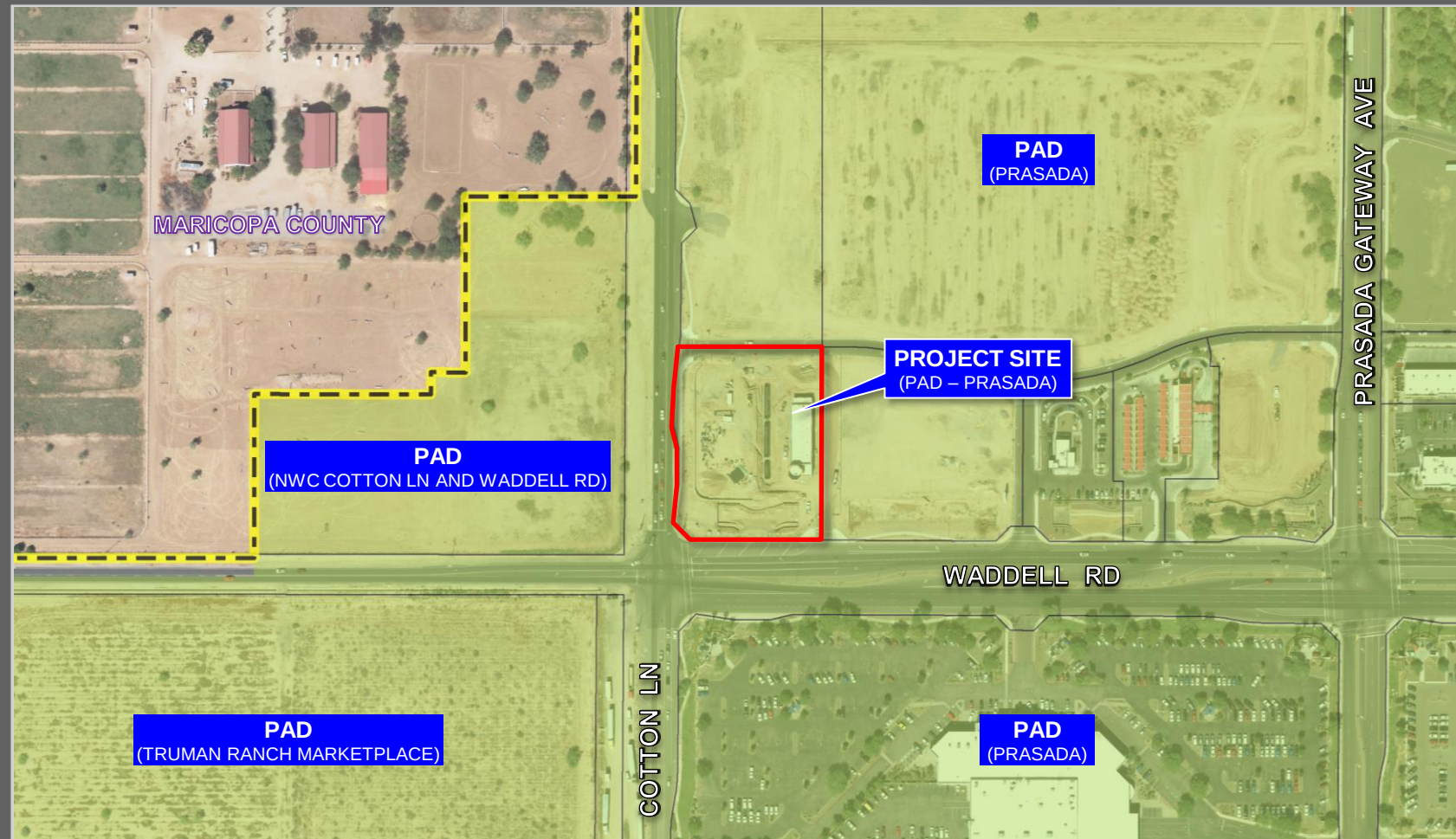
FS24-0095

Brake Masters

Final Plat

City Council
June 4, 2024





MARICOPA COUNTY

PAD
(NWC COTTON LN AND WADDELL RD)

PAD
(TRUMAN RANCH MARKETPLACE)

COTTON LN

PROJECT SITE
(PAD - PRASADA)

PAD
(PRASADA)

PAD
(PRASADA)

WADDELL RD

PRASADA GATEWAY AVE

FS24-0095 ZONING MAP



COTTON LN

LOT 5A
(APPROX. 1.26 AC)

LOT 5B
(APPROX. 0.90 AC)

12' WATER EASEMENT

WADDELL RD

FS24-0095 PLAT EXHIBIT

FS24-0095 FINAL PLAT

DATE: 3/29/2023



DWG: LE CHK: J
 SHEET 2 OF 2
 DATE: 3/29/24
 JOB: 202311041



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2024
Submitting Department: Fire - Medical
Staff Recommendations:

Contact Person: Brenden Espie, FIRE CHIEF
District: Internal

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

Agenda Wording:

Consideration and action pertaining to approval of an Intergovernmental Agreement (IGA) with the City of Glendale for special event fire and medical staffing; Resolution #2024-83

Motion:

I move to approve Resolution #2024-83.

Background:

Since 2006, the City of Surprise has been an active partner in the Glendale Regional Public Safety Training Center (GRPSTC) through an Intergovernmental Agreement (IGA). In addition to the IGA partnership, the Fire and Police departments participate in joint public safety training through another IGA with the City of Glendale and its other partners. Moving forward, the SFMD would like to enter into an IGA to provide fire and medical staffing for special events (i.e. Stadium, Arena, Westgate, VAI Resort) located within Glendale's corporate limits.

Objective Analysis:

The SFMD desires to enter into this Agreement to cooperatively provide the necessary fire and medical services while acknowledging Glendale's primary responsibility for fire and medical services for special events at facilities within the City of Glendale city limits.

Policy Compliant:

This request is compliant with all city policies.

Financial Impact:

There is no financial impact at this time. Under this agreement, the SFMD will provide fire and medical staffing for the special event, for which the department has budgeted ongoing funds in the general fund to cover the costs for its participation in this IGA.

Budget Impact:

There is no budget impact for FY24. If ongoing costs are incurred through this IGA, the current and future Fire-Medical general fund budgets will cover them. Any future cost increases, if applicable, will be included in future budget request packages.

FTE Impact:

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

ATTACHMENTS:

1. Res 2024-83 IGA for Glendale fire and med Sp. Event Staffing
-

RESOLUTION # 2024-83

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF
GLENDALE TO PROVIDE FIRE AND MEDICAL SERVICE
STAFFING AT CITY OF GLENDALE SPECIAL EVENTS.**

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

WHEREAS, the City of Glendale has jurisdictional authority over and public safety interests for fire and medical services staffing which may be requested for Special Events (i.e. Stadium, Arena, Westgate, VAI Resort) located within Glendale's corporate limits; and

WHEREAS, the City desires to participate in providing fire and medical services to these Special Events while acknowledging Glendale's primary responsibility for fire and medical services for Special Events at facilities within the City of Glendale City Limits.

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

Section 1. The City is hereby authorized to enter into an intergovernmental agreement, attached as Exhibit A, with the City of Glendale to allow the City's participation in providing fire and medical services to these Special Events as detailed in the intergovernmental agreement.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE FOR FIRE AND MEDICAL SERVICE STAFFING**

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2024, by and between the City of Glendale, for and on behalf of the Glendale Fire Department (GFD). This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the Cities, Towns, Fire Districts, and governmental jurisdictions (hereinafter collectively referred to either as “Participants,” or “Agencies,” and sometimes referred to individually as “Participant” or “Agency”), The initial Agencies are listed in Exhibit A of this Agreement, which shall be amended upon the addition of new members as set forth herein.

RECITALS

- A. Glendale has jurisdictional authority over and public safety interests for fire and medical services staffing which may be requested for Special Events (i.e. Stadium, Arena, Westgate, VAI Resort) located within Glendale’s corporate limits; and
- B. These Special Events need qualified personnel to provide fire and medical services at their facilities; and
- C. The Agencies desire to participate in providing fire and medical services to these Special Events by making available listed Agencies’ members in accordance with the terms set forth herein.
- D. The Agencies desire to enter into this Agreement to cooperatively provide the necessary fire and medical services while acknowledging Glendale’s primary responsibility for fire and medical services for Special Events at facilities within the City of Glendale City Limits.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Agencies hereby agree as follows:

- 1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the Agencies intend to provide fire and medical services to the City of Glendale by maximizing cooperation, by integrating the Agencies’ assets, and by addressing issues including, command, control, personnel, planning, and training.
- 2. **Supervision and Staffing.**
 - 2.1 **The Agencies** acknowledge that command and control for all events worked for City of Glendale pursuant to this Agreement (individually “Event” and collectively “Events”) shall be the duty and responsibility of GFD.
 - 2.2 In carrying out this responsibility, GFD will in good faith assign Fire personnel to work events in accordance with the procedures adopted in consultation with the Chiefs of Fire for all of the member agencies providing personnel to events.
 - 2.3 **Agencies** agree and understand that entities other than Glendale and the GFD have input into the decisions regarding whether, and to what extent, fire and medical will provide service for events; however, Glendale will provide information regarding staffing decisions to all Agencies as soon as it becomes available.

3. Assigned Personnel

- 3.1 **Agencies** shall have the discretion to determine which and how many of its personnel will be allowed to apply for assignments at events (hereinafter referred to as “Assigned Personnel”).
- 3.2 While working an event, the Assigned Fire Personnel must wear uniforms approved by their Department, and the Assigned Fire Personnel may carry other equipment authorized by their Department.
- 3.3 When working an event, GFD will make available to Assigned Fire Personnel forms and other supplies that are necessary to work the event.
- 3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the Agencies and Assigned Fire Personnel in performance of their responsibilities shall remain with or be returned to the owner of such property.

4. Compensation, Insurance and Reporting

- 4.1 The Agencies agree that during events the Assigned Fire Personnel shall remain an employee of their own “Agency” at all times and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).
- 4.2 Each Assigned Fire Personnel who works an event will be paid their regular or overtime rates directly by their own “Agency” and applied to the cost of providing worker’s compensation insurance as set forth below.
 - a. Assigned Fire Personnel’ compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by their own “Agency”.
 - b. Each “Agency” shall provide the workers’ compensation coverage and liability coverage in such amounts and under the same terms and conditions as other sworn, full-time employees of their own “Agency”.
 - c. Assigned Fire Personnel are not entitled to any employee benefits or compensation from Glendale.
- 4.3 Glendale shall make available to the “Agencies” information about the hours worked by Assigned Fire Personnel not later than seven days following each event to enable each “Agency” to properly monitor and regulate the hours worked by all of their Assigned Fire Personnel.
- 4.4 “Agencies” will provide Glendale an actual cost detail every two weeks of any hours and expenses paid to Assigned Fire Personnel. Glendale will reimburse the “Agencies” for actual costs incurred.
- 4.5 The Agencies affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

- 5.1 Glendale shall indemnify, defend, save and hold harmless the Agencies, its departments, agencies, boards, commissions, Fire Personnel, officials, agents, and employees (hereinafter referred to as "Indemnatee") for, 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 acts or willful misconduct of the Assigned Fire Personnel.
- 5.2 Glendale's indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Indemnatee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.
- 5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against the Agencies, its Fire Personnel, officials, agents, and employees for losses arising from the work performed by Agencies Assigned Fire Personnel under this Agreement.

6. Media Releases and Relations

- 6.1 Any release of information to the media, other than a public records release, regarding an event or any activities carried out under this agreement will be coordinated by Glendale in cooperation with Agencies but, except as provided below, no unilateral media releases will be distributed by Agencies without the prior approval of Glendale.
- 6.2 A copy of all public record and media releases regarding an event or any activities carrying out this agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of Agency's Assigned Officer, Agency will be responsible for the release of information to the media relative to the incident.
- 6.3 The Agencies will not reveal any investigative information or operational procedures except as required by law.

7. General Provisions

- 7.1 Entire Agreement. This Agreement embodies the entire understanding of the Agencies and supersedes any other agreement or understanding between the Agencies relating to the subject matter of this Agreement.
- 7.2 Term. This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years.
- 7.3 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

- 7.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 7.5 Conflict of Interest. This Agreement may be canceled by any of the Agencies pursuant to the provisions of A.R.S. § 38-511.
- 7.6 Termination. **Agency** may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving **Agency** not less than sixty (60) days prior written notice.
- 7.7 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Agencies hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Agencies. In the event the Agencies cannot settle the dispute, the GFD Fire Chief shall have the final authority to decide the dispute, claim, question, or disagreement.
- 7.8 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.
- 7.9 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 7.10 Further Acts. Each Agency shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- 7.11 Nondiscrimination. No Agency shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference, or religion. Each agency agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action, and equal employment opportunity.

8. E-Verify

- 8.1 The Agencies acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.
- 8.2 The Agencies warrant that they have registered with and participate with E-Verify.
- 8.3 If either agency later determines that the other non-compliant Agency has not complied with E-Verify, it will notify the non-compliant Agency by certified mail of the determination and of the right to appeal the determination. The Agencies retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above. Any agency listed may conduct a random verification of the employment records of the other Agency to ensure compliance with this warranty.

8.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

9. Sudan and Iran

Pursuant to A.R.S. §§35-391.06 and 35-393.06, the Agencies hereby warrant, and represent that they do not have, and their subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

[signatures appear on the following pages]

CITY OF GLENDALE

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the listed Agencies is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Michael Bailey, City Attorney

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Agency.

CITY OF AVONDALE, a municipal corporation

By: _____
Ron Corbin, City Manager

ATTEST:

, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF AVONDALE

By: _____

Nicholle Harris, City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Agency.

CITY OF GOODYEAR, a municipal corporation

By: _____
Wynette Reed, City Manager

ATTEST:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF GOODYEAR

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Agency.

CITY OF PEORIA, a municipal corporation

By: _____
Jeff Tyne, City Manager

ATTEST:

Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

Emily Jurmu, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF PEORIA

By: _____

Emily Jurmu, City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Agency.

CITY OF SURPRISE, a municipal corporation

By: _____
Bob Wingenroth, City Manager

ATTEST:

Kristi Passarelli, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF SURPRISE

By: _____

Robert Wingo, City Attorney

Date: _____

**EXHIBIT A
AGENCIES**

The following agencies will be participating in this intergovernmental agreement:
City of Avondale, City of Goodyear, City of Peoria, and City of Surprise

AGENCY CONTACT INFORMATION	
Avondale Fire and Medical 125 S. Avondale Blvd. Suite 100 Avondale, AZ 85323	Attn: Larry Rooney, Fire Chief Phone: 623.333.6101 Fax: None
Goodyear Fire Department 14455 W Van Buren St. E-102 (P.O. Box 5100) Goodyear, AZ 85338	Attn: Paul Luizzi, Fire Chief Phone: 623.882.7109 Fax: None
Peoria Fire-Medical Department 8401 West Monroe Street Peoria, AZ 85345	Attn: Gary Bernard, Fire Chief Phone: 602.354.6420 Fax: 602.773.7294
Surprise Fire-Medical Department 14250 W. Statler Plaza Ste. 101 Surprise, AZ 85374	Attn: Brenden Espie, Fire Chief Phone: 623.222.5027 Fax: 623.222.5001



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2024
Submitting Department: Fire - Medical
Staff Recommendations:

Contact Person: Brenden Espie, FIRE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to approval of an amendment to an Intergovernmental Agreement (IGA) with the City of El Mirage for fire records management software sharing; Resolution #2024-68.

Motion:

I move to approve Resolution #2024-68.

Background:

The Surprise Fire-Medical Department (SFMD) uses an efficient records management system (“RMS”) for documenting response to, and service delivered upon, fire-medical and ambulance calls. The SFMD entered into an IGA with the El Mirage Fire Department (EMFD) in June of 2020 for the use of a records management system which provided cost savings to El Mirage, as compared to establishing its own RMS with the vendor. Over and above the cost savings, the Surprise Fire-Medical Department and El Mirage Fire Department are members of the Automatic Aid System and due to this membership, may take calls and provide service within the other city’s jurisdiction. The SFMD and EMFD are requesting to amend the IGA to allow automatic extensions annually.

Objective Analysis:

The proposed IGA amendment will streamline administrative processes by instituting an automatic renewal mechanism for the Agreement on an annual basis.

Policy Compliant:

IGA is compliant with city procurement and financial policies.

Financial Impact:

The City of Surprise will not be financially impacted by amending the IGA. Costs associated with the records management system are already budgeted for and are separate from the partnering agency.

Budget Impact:

If the Surprise Fire-Medical Department’s system administrator costs decrease or increase in future years, the department will take those reductions into account in the annual budget planning process. Currently, this action does not have a budget impact.

FTE Impact:

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

ATTACHMENTS:

1. 24.04.18 Amd 1 to 2020 El Mirage IGA.v2.HW
 2. 24.04.18 Res 2024-68.v1.HW
-

EXHIBIT A

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE CITY OF EL MIRAGE FOR SHARING FIRE-MEDICAL RECORD SOFTWARE

This First Amendment to the above-named Intergovernmental Agreement ("Amendment") is made between the City of Surprise, Arizona ("Surprise"), and the City of El Mirage ("El Mirage"). Surprise and El Mirage may each be referred to as a "Party" or collectively as the "Parties."

WHEREAS, the Parties entered into an Intergovernmental Agreement dated June 2, 2020 ("Agreement") for the sharing of Fire-Medical record software, which is hereby incorporated by reference; and

WHEREAS, the Parties now wish to amend the Agreement to implement an auto-renewal of the Agreement each year.

NOW, THEREFORE, in consideration of the foregoing recitals, the following mutual representations and promises, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The second sentence of Section 1 (Effective date/Duration) is hereby replaced entirely with the following sentence(s):

The initial term of this Agreement shall be from the effective date through midnight on June 30, 2020, and shall automatically renew itself annually upon the first day of July each year without further action of the Parties. Either Party may terminate the Agreement, pursuant to this section, by providing written notice to the other Party at least thirty (30) days from the date of annual renewal of that Party's intent to terminate.

2. The foregoing recitals are incorporated by reference, as if fully set forth herein.
3. To the extent that the terms and conditions set forth in the Agreement vary from those in this Amendment, the provisions of this Amendment shall take precedence.
4. All other terms and conditions contained in the Agreement shall remain in full force and effect.

SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date the last Party signs.

CITY OF SURPRISE

CITY OF EL MIRAGE

By: _____

By: _____

Name: Bob Wingenroth

Name: _____

Title: City Manager

Title: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Surprise City Attorney's Office

El Mirage City Attorney's Office

RESOLUTION # 2024-68

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA APPROVING A FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SURPRISE AND THE CITY OF EL MIRAGE FOR SHARING FIRE-MEDICAL RECORD SOFTWARE.

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

WHEREAS, the parties entered into an Intergovernmental Agreement on June 2, 2020, for the sharing of certain Fire-Medical software, the Image Trend records management system (RMS) (the "Intergovernmental Agreement"), which is incorporated by reference; and

WHEREAS, the parties now wish to amend the Intergovernmental Agreement to allow for automatic extensions thereunder.

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

Section 1. The First Amendment to the Intergovernmental Agreement between the City of Surprise and the City of El Mirage, attached as Exhibit A, is approved.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

Skip Hall, Mayor

Attest:

Approved as to form:

Kristi Passarelli, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND THE CITY OF EL MIRAGE

DRAFT



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2024
Submitting Department: Police
Staff Recommendations:

Contact Person: Benny Pina, POLICE CHIEF
District: Citywide

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

Agenda Wording:

Consideration and action pertaining to approval of a Fiscal Year 2024 budget amendment moving budget authority in the amount of \$15,900 to account for acceptance of a grant award from the Office of Justice Programs (OJP) Edward Byrne Memorial Justice Assistance Grant Program; Resolution #2024-91.

Motion:

I move to approve Resolution #2024-91.

Background:

The Surprise Police Department will receive \$15,839 from the Office of Justice Programs (OJP) Edward Byrne Memorial Justice Assistance Grant (JAG) program to cover a one-time purchase of a mobile police speed/license plate reader trailer to enhance road safety, enforce speed limits and gather license plate data that will lead to future investigative leads.

Objective Analysis:

Acceptance of this funding will provide grant funding for the purchase of a mobile speed/license plate reader trailer. The Department will be responsible for the administrative effort required to monitor and adequately record the employee time spent in overseeing the grant and making regular reports back to the grantor.

Policy Compliant:

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

Financial Impact:

This one-time funding is to be used solely for the purchase of a mobile speed/license plate reader trailer. There is no city-match requirement.

Budget Impact:

The FY2024 adopted budget did not include appropriations for revenue and expenses related to the OJP JAG award. Acceptance of this grant will require a movement of budget authority in the amount of

\$15,900 from General Contingency to Project G31062 - FFY23 JAG 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. Resolution 2024-91 JAG23 IGA051624Accepted
 2. 15PBJA-23-GG-03068-JAGX Surprise AZ - Award Package
-

RESOLUTION # 2024-91

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA TO ACCEPT FUNDING FROM THE OFFICE OF JUSTICE PROGRAMS (OJP), TO COVER A ONE-TIME EQUIPMENT PURCHASE, AND AMENDING THE FISCAL YEAR 2024 BUDGET BY MOVING BUDGET AUTHORITY IN THE AMOUNT OF \$15,900 FROM GENERAL CONTINGENCY TO PROJECT G31062 WITHIN THE GRANTS FUND.

WHEREAS, pursuant to Arizona Revised Statute §11-952, et seq., the City of Surprise has the authority to enter into intergovernmental agreements (IGA) with other governmental entities for the purposes set forth within;

WHEREAS, the City of Surprise Police Department wishes to enhance road safety and enforce speed limits;

WHEREAS, the City of Surprise Police Department desires to accept the funding;

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

WHEREAS, this action will necessitate a budget amendment; and

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

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

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

Section 2. The City is hereby authorized to accept funding in the amount of \$15,839 from the Office of Justice Programs (OJP) Edward Byrne Memorial Justice Assistance Grant (JAG) Program for the City of Surprise Police Department to help fund a one-time purchase of a mobile speed/license plate reader trailer, which Award letter is attached as *Exhibit B*.

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 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 # 2024-91
Exhibit A

1. Appropriation - This one-time funding is to be used solely for the purchase of a mobile speed/license plate reader trailer. The FY2024 adopted budget did not include appropriations for revenue and expenses related to the Office of Justice Programs Edward Byrne Memorial Justice Assistance grant award. Acceptance of this grant will require a movement of budget authority in the amount of \$15,900 from General Contingency to Project G31062 in the Grants Fund. 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	#G31062 FFY23 JAG	E	-	15,900	15,900
Grants	Police	#G31062 FFY23 JAG	R	-	15,900	15,900
Contingency	General Operations	Contingency	E	56,490,000	(15,900)	56,474,100
Contingency	General Operations	Other	R	74,149,200	(15,900)	74,133,300
Expense Total				56,490,000	-	56,490,000
Revenue Total				74,149,200	-	74,149,200

RESOLUTION # 2024-91

Exhibit B

AWARD LETTER

OFFICE OF JUSTICE PROGRAMS (OJP) EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT (JAG) PROGRAM.

(BEGINS ON THE NEXT PAGE)

Award Letter

September 22, 2023

Dear Andrea Davis,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF SURPRISE for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$15,839.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of

the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF SURPRISE

DUNS Number

021648936

UEI

CNDLLN6WTTE3

Street 1

16000 N CIVIC CENTER PLZ

Street 2**City**

SURPRISE

State/U.S. Territory

Arizona

Zip/Postal Code

85374

Country

United States

County/Parish**Province****Award Details****Federal Award Date**

9/22/23

Award Type

Initial

Award Number

15PBJA-23-GG-03068-JAGX

Supplement Number

00

Federal Award Amount

\$15,839.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program
Statutory Authority	

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Application Number

GRANT13963158

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Elaine Vanlandingham

Phone Number

[202-598-7415](tel:202-598-7415)

E-mail Address

Elaine.Vanlandingham@usdoj.gov

Project Title

The City of Surprise is seeking funding for the implementation of mobile police LPN speed trailers to enhance road safety, enforce speed limits and the data collected used for investigative leads.

Performance Period Start Date

10/01/2022

Performance Period End Date

09/30/2024

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2024

Project Description

The City of Surprise is seeking funding for the implementation of mobile police LPN speed trailers to enhance road safety, and enforce speed limits and the data collected used for investigative leads.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified

circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of

discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including

under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform

Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this

representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's

disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe

compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this

condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any

non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at

any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive

Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data

or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

64

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

No more data to load

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Deputy Assistant Attorney General

Name of Approving Official
Maureen Henneberg

Signed Date And Time
9/18/23 9:30 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Finance Director

Signed Date And Time



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2024

Contact Person: Andrea Davis, DIRECTOR -
FINANCE

Submitting Department: Finance

District: Citywide

Staff Recommendations:

Consent: No

Regular: No

Public Hearing: Yes

Report/Discussion: No

Agenda Wording:

Consideration and action pertaining to adoption of amendments to the City of Surprise Municipal Tax Code relating to certain Transaction Privilege Tax rates; Ordinance # 2024-09.

Motion:

I move to approve Ordinance #2024-09.

Background:

The City of Surprise staff and City Council are legally required to develop and adopt a balanced budget annually. In order to accomplish this mandate for the Fiscal Year 2025 budget, City Council is considering a reduction to the City's primary property tax rate and an increase to the rate of certain local transaction privilege tax categories. These adjustments are intended to offset an anticipated \$14.3 million in annual revenue loss. \$6.6 million of that loss is due to passage of Senate Bill 1131 during the 2023 legislative session, which prohibits all Arizona cities from assessing and collecting residential rental tax as of January 1, 2025. Another \$7.7 million is due to state shared income tax shortfall due to the implementation of the 2.5% flat income tax rate. With a \$14.3 million revenue loss, the City must either reduce current service levels or replace the lost revenue through other sources.

City Council held two duly noticed public budget meetings in January 2024 to review current revenue sources and expenditures. During this review, City Council decided to examine a restructuring of several transaction privilege tax categories and rates necessary to maintain current levels of City services. This conversation was continued at an April 2 public hearing where Council discussed an increase of certain transaction privilege tax categories.

As part of the restructuring, City Council is considering a 25% reduction to the City's primary property tax rate – lowering it from \$0.7591 to \$0.5693 per \$100 assessed limited property value. In order to offset the loss of revenue from this property tax rate reduction, the state-mandated abolition of the current residential rental tax, and the significant decrease in state shared income tax, the City Council is considering an increase to certain transaction privilege tax categories from 2.2% to 2.8%. The authority to establish and amend local transaction privilege taxes, as proposed, is found in Arizona Revised Statutes Section 9-240(B)(18). The proposed increased rates are intended to remain competitive with

Surprise's neighboring cities, offset the loss of revenue, and maintain the current level of services provided by the City of Surprise. The categories being considered for an increase to a 2.8% rate include: Retail, Utilities, Commercial Real Estate, Arts/Entertainment, Hotel/Motel, Use Tax/Other, and Communications.

A copy of the schedule of proposed transaction privilege tax increases as well as supporting documentation for the proposed increases are included herein and are also available on the City of Surprise website at www.surpriseaz.gov/Notices. This Notice and supporting documents are also on file with the Office of the City Clerk and available upon request.

Objective Analysis:

Increasing the sales tax rate for certain taxable activities will enable the City to offset the revenue loss and retain its current level of services.

Policy Compliant:

This item is compliant with City and Council policy. All Arizona state law requirements pertaining to the process, including notices and public hearings, for increasing TPT rates have been complied with and completed.

Financial Impact:

The primary property tax revenue decrease and the sales tax revenue increase have been included in the FY2025 budget.

Budget Impact:

The primary property tax revenue decrease and the sales tax revenue increase have been included in the FY2025 budget.

FTE Impact:

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

ATTACHMENTS:

1. Ord 2024-09
-

ORDINANCE # 2024-09

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, RELATING TO THE TRANSACTION PRIVILEGE AND USE TAX; AMENDING THE CITY OF SURPRISE TAX CODE BY DECREASING SPECIFIED RATES OF TAXATION FROM TWO AND TWO-TENTHS PERCENT (2.20%) TO ZERO PERCENT (0.00%) AND INCREASING SPECIFIED RATES OF TAXATION FROM TWO AND TWO-TENTHS PERCENT (2.20%) TO TWO AND EIGHT-TENTHS PERCENT (2.80%); PROVIDING PENALTIES FOR THE VIOLATION THEREOF; PROVIDING FOR SEVERABILITY; DESIGNATING EFFECTIVE DATES AND MAKING PROVISION FOR EXISTING CONTRACTS.

WHEREAS, the City of Surprise is legally required to annually develop and adopt a balanced budget;

WHEREAS, in order to accomplish this mandate for the Fiscal Year 2025 budget, it is necessary that the City of Surprise reduce its primary property tax rate and increase the rate to certain local transaction privilege tax categories;

WHEREAS, these adjustments are intended to offset the anticipated \$14.3 million in annual revenue loss, \$6.6 million in annual revenue loss due to the passage of Senate Bill 1131 during the 2023 legislative session, which prohibits all Arizona cities from assessing and collecting residential rental tax as of January 1, 2025; the other \$7.7 million of revenue loss comes from a state shared income tax shortfall due to the implementation of a 2.5% flat income tax rate;

WHEREAS, with the loss of residential rental sales tax revenue, the City must either reduce current service levels or replace the lost revenue through other sources; and

WHEREAS, the increased sales tax rates are intended to remain competitive with the City of Surprise's neighboring cities, offset the loss of revenue, and maintain the current level of services provided by the City of Surprise;

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

Section 1. The tax rate in each of the following sections of the City of Surprise Tax Code is decreased from two and two-tenths percent (2.20%) to zero percent (0.00%):

Surprise Municipal Code	Taxable Activities	Business Code
Real Estate/Rental & Leasing		
Sec. 46-3.14-445.	Residential Rental, Leasing, And Licensing For Use	45
Sec. 46-3.14-440.	Rental Occupancy	40

Section 2. The tax rate in each of the following sections of the City of Surprise Tax Code is increased from two and two-tenths percent (2.20%) to two and eight-tenths percent (2.80%):

Surprise Municipal Code	Taxable Activities	Business Code
Retail		
Sec. 46-3.14-460.	Retail Sales	17
Sec. 46-3.14-460.	Remote Seller & Marketplace Facilitator	605
Sec. 46-3.14-420.	Feed at Wholesale	116
Sec. 46-3.14-427.	Manufactured Buildings	27
Sec. 46-3.14-460.	Adult Use Marijuana Retail Sales	420
Sec. 46-3.14-460.	Medical Marijuana Retail Sales	203
Communications/Utilities		
Sec. 46-3.14-470	Communications	5
Sec. 46-3.14-480.	Utilities	4
Arts/Entertainment		
Sec. 46-3.14-410.	Amusements	12
Hotel/Motel		
Sec. 46-3.14-444.	Hotels (Lodging For Less Than 30 Consecutive Days)	44
Other Tax Activity		
Sec. 46-3.14-405.	Advertising	18
Sec. 46-3.14-425.	Job Printing	10
Sec. 46-3.14-460.	MRRA	315
Sec. 46-3.14-435.	Publishing	9
Sec. 46-3.14-430	Timbering and Other Extraction	20
Sec. 46-3.14-475.	Transporting	6
Use Tax		
Ordinance #09-31	Use Tax Purchases	29
Ordinance #09-31	Use Tax From Inventory	30

Surprise Municipal Code	Taxable Activities	Business Code
Real Estate/Rental & Leasing		
Sec. 46-3.14-445.	Commercial Rental, Leasing, And Licensing For Use	213
Sec. 46-3.14-450.	Rental Leasing And Licensing For Use Of TPP	214

Section 3. The tax rate in each of the following sections of the City of Surprise Tax Code are excluded from any decrease or increase and remain unchanged:

Surprise Municipal Code	Taxable Activities	Business Code
Restaurant/Bars		
Sec. 46-3.14-455.	Restaurant And Bars	11
Sec. 46-3.14-455.	Adult Use Marijuana Restaurant	421
Sec. 46-3.14-455.	Medical Marijuana Restaurant	221
Transient Lodging		
Sec. 46-3.14-447.	Hotel/Motel (Additional Tax)	144
Other Tax Activity		
Sec. 46-3.14-432.	Mining Nonmetal	2
Sec. 46-3.14-432.	Severance - Metal Mining	19
Contracting		
Sec. 46-3.14-415.	Contracting Prime	15
Sec. 46-3.14-416.	Contracting Speculative Builders	16
Sec. 46-3.14-417.	Contracting Owner Builder	37

Section 3. Any person found guilty of violating any provision of these amendments to the City of Surprise Tax Code shall be guilty of a class one misdemeanor. Each day that a violation continues shall be a separate offense punishable as herein above described.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. The tax imposed pursuant to Section 1 and Section 2 of this ordinance shall not apply to contracts entered into prior to the effective date of this ordinance.

Section 6. The provisions of this ordinance, with the exception of the rate changes categorized above as Real Estate/Rental & Leasing, shall become effective on and after the first day of October, 2024. The rate changes categorized above as Real Estate/Rental & Leasing shall become effective on and after the first day of January, 2025.

Section 6. Where applicable the rate changes listed above shall be codified in the City of Surprise Tax Code on the above stated effective dates.

PASSED 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: June 4, 2024 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Presentation, discussion, and public hearing on the annexation proposal known as Case FS23-0991, 162nd Drive Self Storage, in accordance with Arizona Revised Statute 9-471(A)(3).

Motion:

No action; presentation, discussion, and public hearing only.

Background:

David Hughes with EPS Group, Inc., representing the property owner, seeks annexation of undeveloped land generally located south of the southeast corner of 163rd Avenue and 162nd Drive. The annexation proposal is for one (1) parcel, consisting of approximately 4.07 acres of unincorporated land within Maricopa County.

The property is currently zoned Maricopa County Community Commercial with a Commercial Plan of Development Overlay Zone (C-3 CUPD). The property will assume the similar zoning district of Regional Commercial (C-3) as outlined in the Land Development Ordinance (LDO). However, concurrent with the annexation, the owner is seeking a rezone under case FS23-0992 for Regional Commercial with a PUD overlay (C-3 w/PUD), which will be heard by City Council and Planning and Zoning Commission at a later date.

The blank petition was recorded with the Maricopa County Recorder's Office on May 13, 2024. Per the Arizona Revised Statutes (ARS), signatures of property owners may not be collected until 30 days after the recording of the blank petition and a public hearing must be held within the last ten days of the 30-day waiting period. Once the public hearing is held and the 30-day waiting period has expired, state statute requires that an excess of 50% of the landowners and assessed valuation for all real and personal property sign the petition in order to validate the petition. The statute allows up to one year to obtain the signatures; staff anticipates obtaining the necessary signature with the final signed petition being heard by the City Council.

Objective Analysis:

Positive impacts include adding additional property to the incorporated limits of the city, which will generate additional property taxes and potential development fees. Negative impacts could include

providing services to a 4.07-acres area the city did not previously have to serve.

Policy Compliant:

No action is being taken at this time. However, if the City Council moves forward to annex property into the city limits, the annexation would be deemed policy compliant by expanding the range of influence of the City of Surprise.

Financial Impact:

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

Budget Impact:

At this time there are no budget impacts associated with this item. If the City Council moves forward to annex this property into the city limits, there could be minor budget impacts to the city to provide services to an area where the city did not provide services in the past. If the area is annexed that could result in future development fees, sales and property taxes.

FTE Impact:

At this time, there are no additional FTEs associated with this item. If the City Council moves forward to annex property into the city limits staff does not believe any future FTEs would be needed based on the potential annexation.

ATTACHMENTS:

1. 00 - FS23-0991 162nd Drive Self Storage - Blank Petition - Staff Report
 2. 01 - FS23-0991 162nd Drive Self-Storage - Blank Petition - Blank Petition
 3. 02 - FS23-0991 162nd Drive Self-Storage - Blank Petition - Vicinity Map
 4. FS23-0991 - 162nd Drive Self-Storage Annexation - Blank Petition - PowerPoint
-

ANNEXATION

REPORT TO THE CITY COUNCIL

Case: FS23-0991

Project Name: 162nd Drive Self Storage – Blank Petition

Council District: 1 - Acacia

City Council Date: June 4, 2024

Planner: Chris Sexton, Planner II

Owner: Lawrence G Hancock

Applicant: David Hughes with EPS Group, Inc.

Request: Annexation Public Hearing

Site Location: Generally located south of the southeast corner of 163rd Avenue and 162nd Drive

Site Size: 4.07 acres (approx.)

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

Actions: No Action at this time. City Council public hearing to discuss the annexation proposal.

Introduction:

David Hughes with EPS Group, Inc., representing the property owner, seeks annexation of undeveloped land generally located south of the southeast corner of 163rd Avenue and 162nd Drive. The annexation proposal is for one (1) parcel, consisting of approximately 4.07 acres of unincorporated land with Maricopa County.

Project Description:

The property is currently zoned Maricopa County Community Commercial with a Commercial Plan of Development Overlay Zone (C-3 CUPD). The property will assume the similar zoning district of Regional Commercial (C-3) as outlined in the Land Development Ordinance (LDO). The owner applied for a rezone request (under case

FS23-0992) for Regional Commercial with a PUD overlay (C-3 w/PUD). If annexed, the property will assume the similar zoning district of Regional Commercial (C-3) as outlined in the Land Development Ordinance (LDO). The owner applied for a rezone request (under case FS23-0992) for Regional Commercial with a PUD overlay (C-3 w/PUD) which will be heard by City Council and Planning and Zoning Commission at a later date.

The parcel associated with this proposed annexation boundary includes:

- 503-57-004D

Arizona Revised Statutes require the filing of a blank annexation petition. The blank petition relating to the subject property was recorded with the Maricopa County Recorder's Office on May 13, 2024 (see attached). Arizona Revised Statutes also require that no signatures be obtained during a 30-day waiting period immediately following the filing of the blank petition, and that a public hearing must be held during the last 10 days of the 30-day waiting period. This requirement is met as the public hearing is being held on day 20 of the 30-day waiting period. Once the public hearing is held and the 30-day waiting period has ended, signatures may be collected. State statute further requires that an excess of 50% of the landowners and assessed valuation for all real and personal property, sign the petition in order to validate the petition. State statute also allows up to one year following the end of the 30-day period to obtain the required number of signatures.

Summary:

The proposed annexation includes approximately 4.07 acres and requires signatures from representatives of one (1) property owner after the Arizona Revised Statute's required 30-day waiting period that concludes 30 days after the recordation of the blank petition. Upon receiving those signatures, Sunrise Nursery Multi-Family Residential will be eligible for annexation by the City of Surprise. The signed petition must be presented and considered by City Council within one (1) year.

The parcel to be annexed complies with all requirements for size, shape, and contiguity set forth in the Arizona annexation statutes.

Attachments:

- 01 Recorded Blank Petition
- 02 Vicinity Map
- PowerPoint

Recording requested by:

City of Surprise
City Clerk's Office
16000 N Civic Center Plaza
Surprise, Arizona 85374

Res202460Annex-7-1-1--
Hoyp

Resolution 2024-60

**Blank Petition for Annexation located South of the
Southeast Corner of 163rd Ave and 162nd Drive
in Maricopa County, Arizona**

RESOLUTION # 2024-60

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA DIRECTING THE RECORDING OF A BLANK PETITION FOR ANNEXATION PURSUANT TO A.R.S. § 9-471 TO INITIATE THE PROCESS OF ANNEXING CERTAIN PROPERTY THAT ADJOINS AND IS CONTIGUOUS TO THE CITY OF SURPRISE CONSISTING OF APPROXIMATELY 4.07 ACRES LOCATED SOUTH OF THE SOUTHEAST CORNER OF 163RD AVENUE AND 162ND DRIVE IN MARICOPA COUNTY, ARIZONA

WHEREAS, it has been proposed that the City of Surprise annex certain property of the north half of the north half of Lot 3 (northwest quarter of the southwest quarter) of Section 18, Township 4 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described in the attached **Exhibit A**;

WHEREAS, the area to be annexed adjoins the exterior boundary of the City of Surprise for at least 300 feet and is otherwise contiguous to the City; and

WHEREAS, A.R.S. § 9-471(A)(1) requires that the City file, in the office of the Maricopa County, Arizona Recorder, a blank petition setting forth the legal description, attached hereto as **Exhibit A**, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as **Exhibit B**.

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

Section 1. The City Clerk shall record with the Office of the Maricopa County Recorder a blank annexation petition containing the legal description of the property, attached hereto as **Exhibit A**, and an accurate map of the exterior boundaries of the territory proposed to be annexed, attached hereto as **Exhibit B**. The City Clerk shall also record a sworn affidavit verifying that no part of the territory proposed to be annexed is already subject to an earlier filing for annexation.

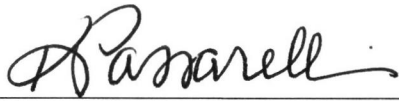
Section 2. The City Clerk shall call a public hearing for the purpose of consideration of the proposed annexation, said hearing to be noticed for a date between twenty (20) to thirty (30) days after filing the blank annexation petition, in accordance with A.R.S. § 9-471 (A)(3).

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

APPROVED AND ADOPTED this 7th day of May, 2024.


Skip Hall, Mayor

Attest:


Kristi Passarelli, City Clerk

Approved as to form:


Robert Wingo, City Attorney

EXHIBIT "A"
162ND DRIVE SURPRISE STORAGE
ANNEXATION
LEGAL DESCRIPTION

Job No. 23-0035

NOVEMBER 13, 2023

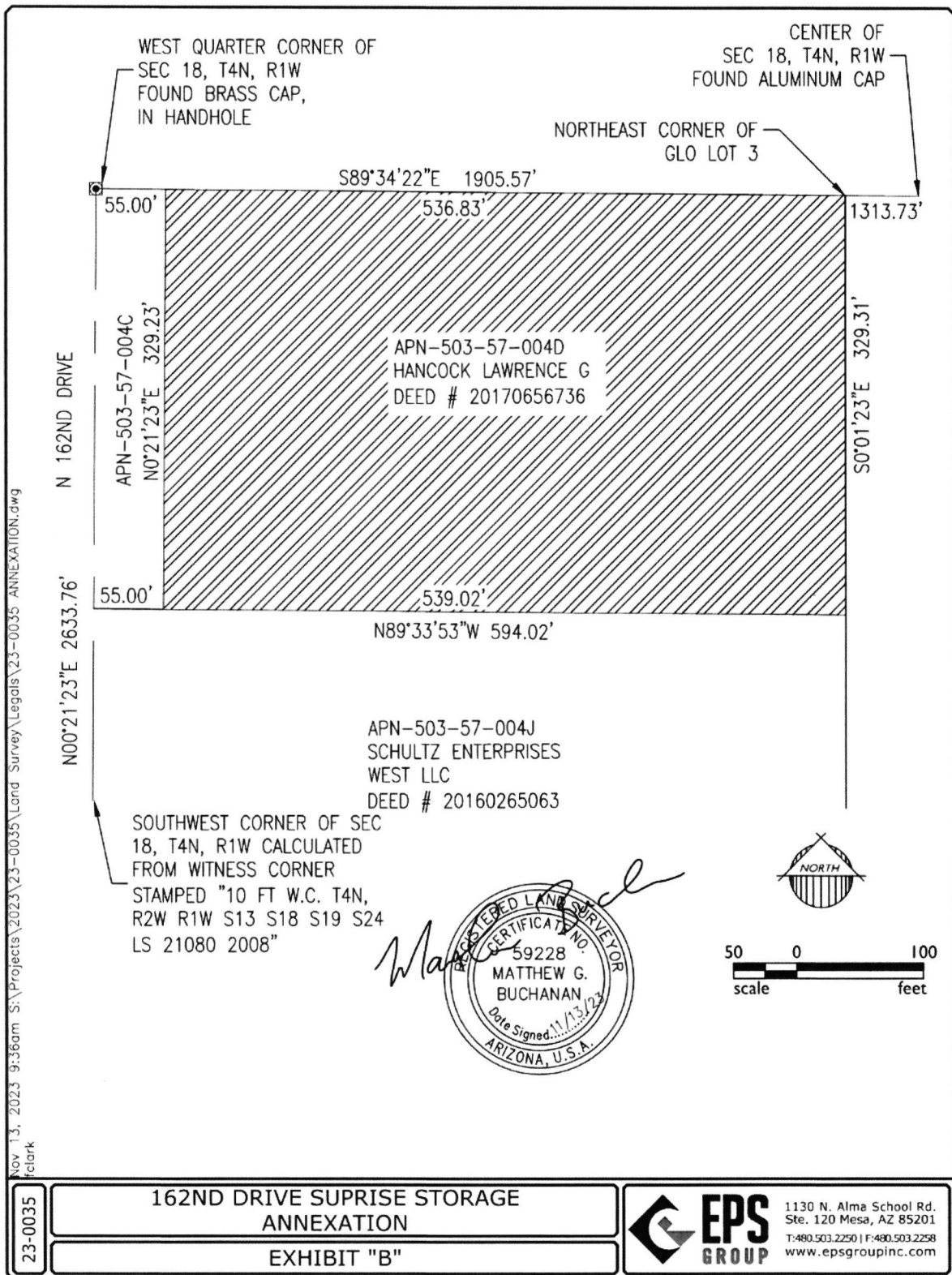
THE NORTH HALF OF THE NORTH HALF OF LOT 3 (NORTHWEST QUARTER OF THE SOUTHWEST QUARTER) OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE WEST 55 FEET THEREOF.

SAID PORTION OF LAND CONTAINING 177,120 SQUARE FEET, OR 4.0661 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

THIS DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY, OR ANY OTHER LAND DIVISION RESTRICTIONS.





ANNEXATION PETITION

**TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF
SURPRISE, ARIZONA:**

We, the undersigned, the owners of one-half or more of the real and personal property that also represents one-half or more of the value of the real and personal property that would be subject to taxation by the City of Surprise in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Surprise, with the exterior boundaries of the territory proposed to be annexed shown on the map attached hereto, marked "Exhibit "B" and made a part hereof, request the City of Surprise to annex the following described territory, provided that the requirements of A.R.S. §9-471, and amendments thereto are fully observed.

The description of the territory proposed to be annexed as part of the Surprise Case #FS23-0991, not already within the present limits of the City of Surprise and located in Maricopa County, Arizona, is as described and attached hereto, marked Exhibit "A" and made part thereof:

DATE	NAME OF PROPERTY OWNER	MAILING ADDRESS	PHONE NO	PARCEL NUMBER OR LEGAL DESCRIPTION

AFFIDAVIT REGARDING ANNEXATION

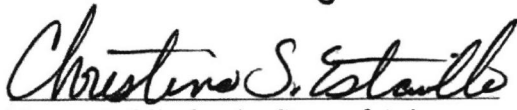
Personally appears before me, Lloyd Abrams, who, first being duly sworn, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am the duly appointed Community Development Director of the City of Surprise, Arizona and I am qualified to make this affidavit on behalf of and for the City.
3. I have made a diligent search of the records of the Office of the Clerk of the City of Surprise and of the Office of the Maricopa County Recorder for any annexation filing which might involve territory sought to be annexed in the City of Surprise Annexation Petition, which is filed herewith, with exhibits, in the Office of the Maricopa County Recorder.
4. I hereby affirm, pursuant to A.R.S. §9-471(A)(6), that no part of the territory associated with **Surprise Case #FS23-0991** for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

FURTHER AFFIANT SAYETH NOT.


(Lloyd Abrams, Surprise Community Development Director)

SWORN TO AND SUBSCRIBED before me
this 13th day of May, 2024


Notary Public for the State of Arizona

My commission expires: Feb. 18, 2026



D-1



FS23-0991 VICINITY MAP

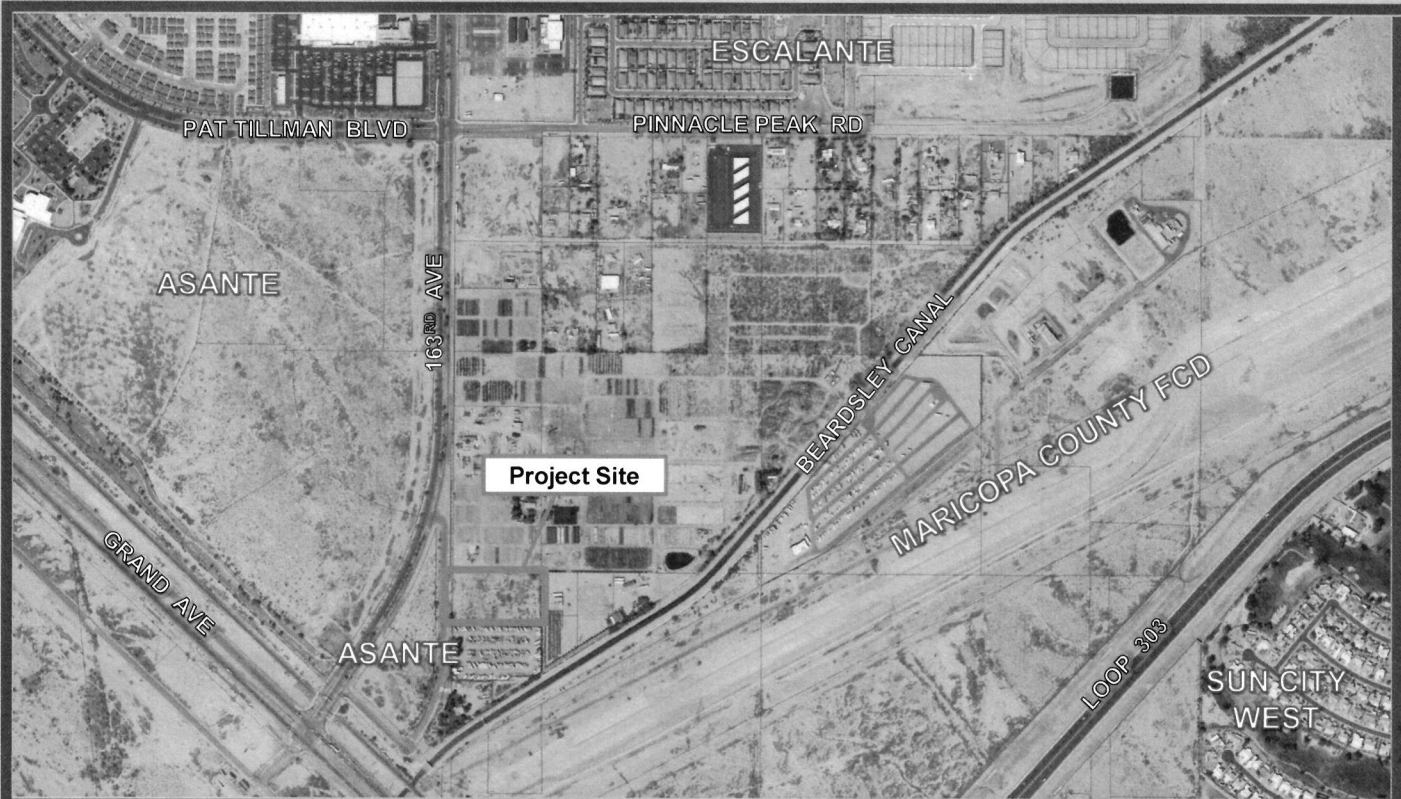
Page 561 of 600



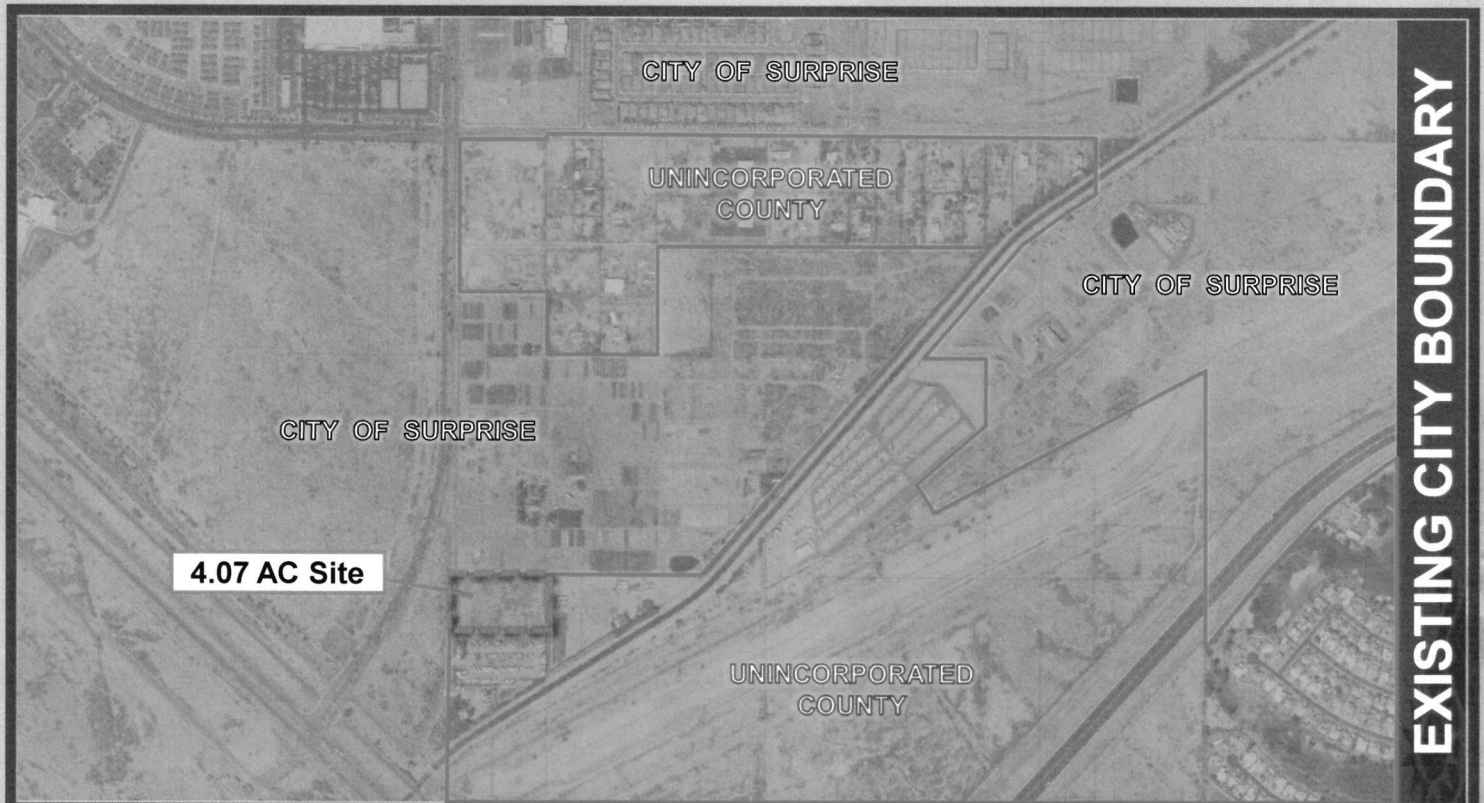
FS23-0991
162nd Drive Self Storage
Annexation

City Council
May 7, 2024

Page 562 of 600



FS23-0991 VICINITY MAP



EXISTING CITY BOUNDARY



POST ANNEXATION ZONING

Page 565 of 600

Annexation Steps

Resolution for the Intent to Annex

- Approve Resolution for Blank Petition
- City Council meeting – June 20, 2023

File Blank Petition:

- Begins 30-day waiting period
- Reach out to County Assessor and Dept of Revenue
- July 17, 2023 – petition filed

Public Hearing:

- City council holds public hearing to discuss the annexation ← Tonight

Obtain signatures on annexation petitions

- Applicant has 1 year to complete petition
- City Council adopts annexation ordinance

Concurrent Cases

Planning and Zoning Commission and City Council

➤ **FS23-0992 Rezone:**

- ✓ Rezoning: Upon Annexation – From Regional Commercial (C-3) to Regional Commercial with a PUD overlay (C-3 w/PUD).

Page 567 of 600



SURPRISE
ARIZONA

QUESTIONS OR COMMENTS?

Thank You

Page 666 of 600



CITY OF SURPRISE
Regular City Council Meeting

Council Meeting Date: May 7, 2024 Contact Person: Chris Sexton
Submitting Department: Community Development District: District 1
Staff Recommendations:

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

Agenda Wording:

Consideration and action ordering the recording of a blank petition for the proposed annexation of approximately 4.07 acres generally known as the 162nd Drive Self Storage Project (Case FS23-0991); Resolution #2024-60.

Motion:

I move to approve Resolution #2024-60.

Background:

David Hughes with EPS Group, Inc., representing the property owner, seeks annexation of undeveloped land generally located south of the southeast corner of 163rd Avenue and 162nd Drive. The annexation proposal is for one (1) parcel, consisting of approximately 4.07 acres of unincorporated land with Maricopa County zoning district, Community Commercial with Commercial Plan of Development Overlay Zone (C-3 CUPD). If annexed, the property will assume the similar zoning district of Regional Commercial (C-3) as outlined in the Land Development Ordinance (LDO). The owner applied for a rezone request (under case FS23-0992) for Regional Commercial with a PUD overlay (C-3 w/PUD). The Resolution for the Intent to Annex directs City Staff to begin the annexation process pursuant to A.R.S. § 9-471. The applicant held one Neighborhood Outreach Meeting on January 17, 2024. Advertisements were posted in two of the local newspapers and three (3) signs were posted within the subject property. There were four (4) attendees who had inquiries regarding the project.

Objective Analysis:

Positive impacts include adding additional property to the incorporated City limits which will generate additional property and potential development fees for the City. Negative impacts could include providing services to a 4.07 acre area the City did not have to previously serve.

Policy Compliant:

If the City Council moves forward to annex property into the City limits, the annexation would be deemed policy compliant by expanding the range of influence of the City.

Financial Impact:

At this time, there are no financial impacts associated with this item. If the City Council moves forward

to annex property into the City limits there could be financial impacts to the City to provide services to an area that the City did not serve in the past. If the area is annexed that could result in future development fees, and sales and property tax revenues.

Budget Impact:

At this time, there are no budget impacts associated with this item. If the City Council moves forward to annex property into the City limits there could be budget impacts to the City to provide services to an area that the City did not serve in the past. If the area is annexed that could result in future development fees, and sales and property tax revenues.

FTE Impact:

At this time, there would be no additional FTEs associated with this item. If the City Council moves forward to annex property into the City limits staff does not believe any future FTEs would be needed based on the potential annexation.

ATTACHMENTS:

1. 01 - FS23-0991 162nd Drive Self Storage - Annexation Discussion Resolution
 2. 02 - FS23-0991 162nd Self Storage Annexation - Legal Description
 3. 03 - FS23-0991 - 162nd Drive Self-Storage Annexation - Vicinity Map
 4. FS23-0991 - 162nd Drive Self-Storage Annexation - Intent to Annexation - PowerPoint
-



FS23-0991 VICINITY MAP

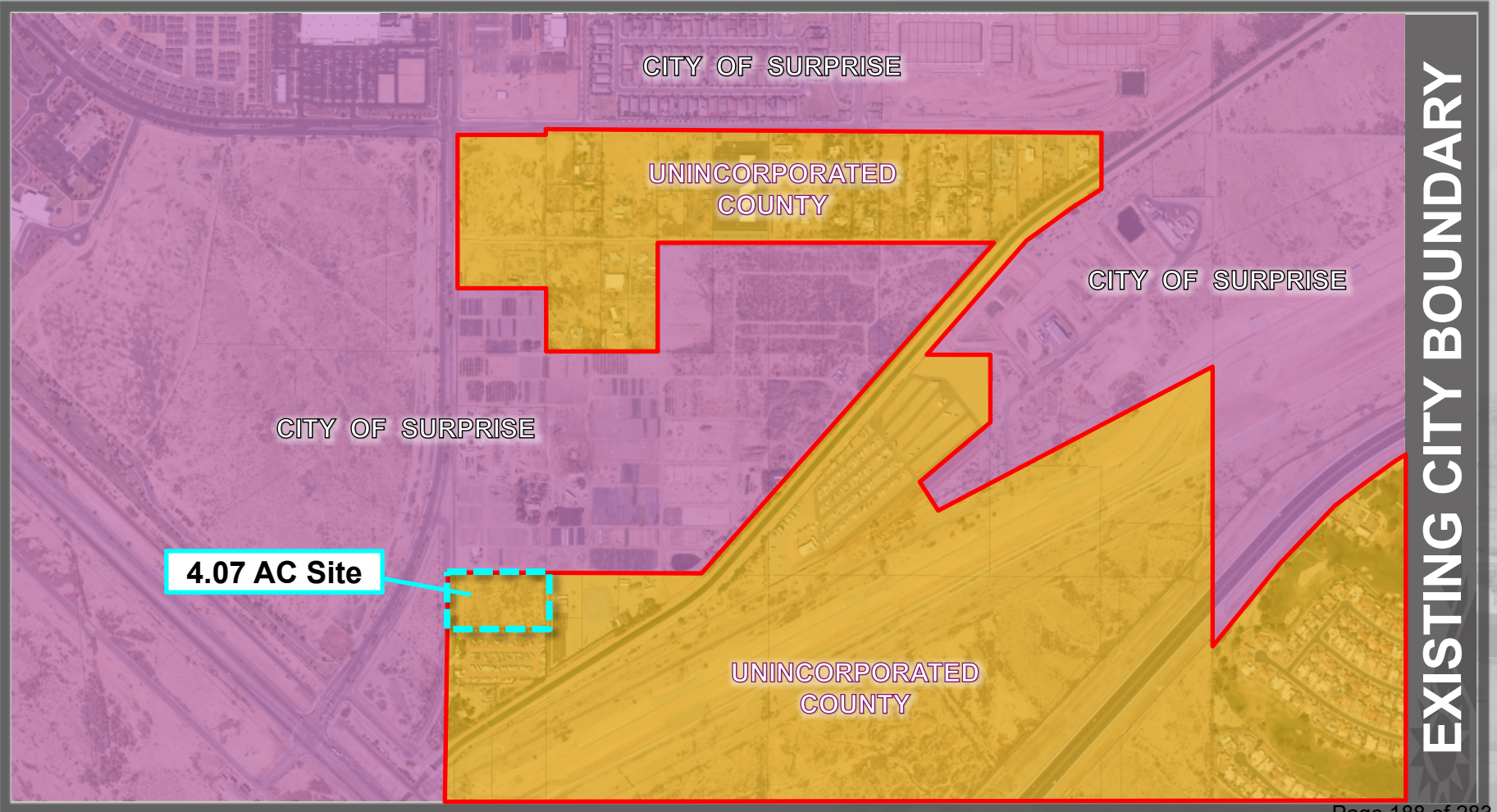


FS23-0991
162nd Drive Self Storage
Annexation

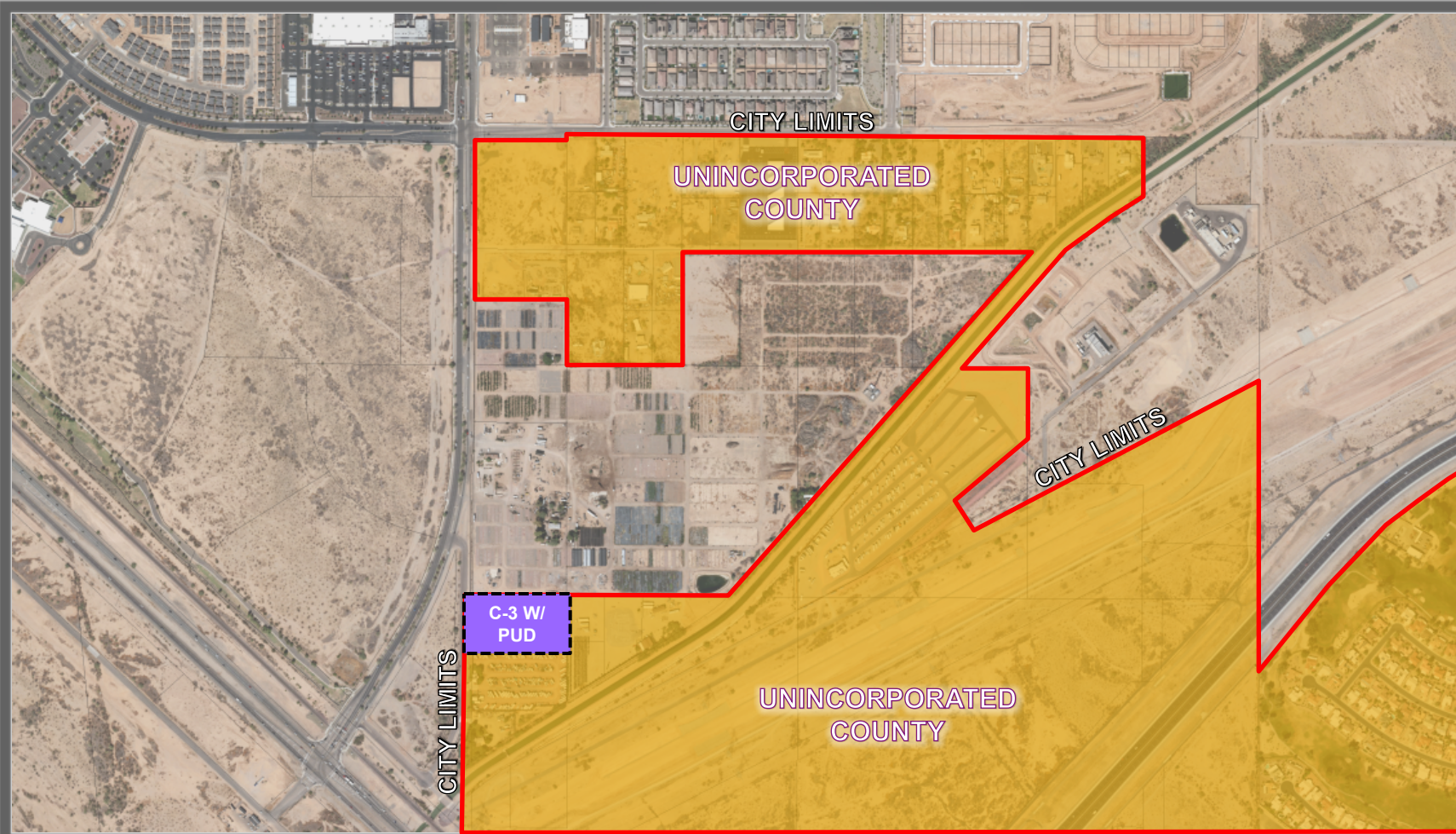
City Council
June 4, 2024



FS23-0991 VICINITY MAP



EXISTING CITY BOUNDARY



POST ANNEXATION ZONING

Annexation Steps

Resolution for the Intent to Annex

- Approve Resolution for Blank Petition
- City Council meeting – May 7, 2024

File Blank Petition:

- Begins 30-day waiting period
- Reach out to County Assessor and Dept of Revenue
- May 13, 2024 – petition filed

Public Hearing:

- City council holds public hearing to discuss the annexation ← **Tonight**

Obtain signatures on annexation petitions

- Applicant has 1 year to complete petition
- City Council adopts annexation ordinance

Concurrent Cases

Planning and Zoning Commission and City Council

➤ **FS23-0992 Rezone:**

- ✓ Rezoning: Upon Annexation – From Regional Commercial (C-3) to Regional Commercial with a PUD overlay (C-3 w/PUD).



SURPRISE
ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2024 Contact Person: Leslie Carnie
Submitting Department: Community Development District: District 5
Staff Recommendations:

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

Agenda Wording:

Consideration and action regarding a Comprehensive Sign Program (CSP) for the Litchfield Place commercial development, generally located north of the northwest corner of Litchfield Road and Waddell Road; Case # FS23-0853.

Motion:

I move to approve the Comprehensive Sign Program for Litchfield Place, subject to stipulations 'a' and 'b' as set forth in the staff report.

Background:

Daniel Lerma of Upward Architects, on behalf of Levine Investments LP, requests approval of a Comprehensive Sign Program (CSP) to ensure a cohesive sign design for the Litchfield Place project, generally located north of the northwest corner of Litchfield Road and Waddell Road.

Objective Analysis:

The subject CSP meets the requirements set forth in the Surprise Municipal Code. All city reviewing departments have reviewed the request and expressed no concerns.

Policy Compliant:

The subject CSP is consistent with the Surprise General Plan and the Land Development Ordinance (LDO).

Financial Impact:

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

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

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

ATTACHMENTS:

1. 000-FS23-0853 Litchfield Place CSP - Staff Report CC 06.04.24
 2. 01 - FS23-0853 Litchfield Place CSP– Vicinity Map
 3. 02 - FS23-0853 Litchfield Place CSP– Zoning Map
 4. 03 - FS23-0853 Litchfield Place CSP– CSP Narrative
 5. 04 - FS23-0853 Starbucks Shell at Litchfield Place– Citizen Outreach Report_Redacted
 6. 05 - FS23-0853 Starbucks Shell at Litchfield Place– Affidavit of Posting
 7. FS23-0853 Litchfield Place CSP - Presentation
-

Comprehensive Sign Program

REPORT TO THE CITY COUNCIL

Case: FS23-0853

Project Name: Litchfield Place Comprehensive Sign Program

Council District: 5 – Palm

Meeting Date: June 04, 2024

Planner: Leslie Carnie, Planner II

Owner: Levine Investments LP

Applicant: Daniel Lerma of Upward Architects

Request: Comprehensive Sign Program for the Litchfield Place commerce center.

Site Location: Generally located north of the northwest corner of Litchfield Road and Waddell Road.

Site Size: 16.83 acres (approx.)

Density: N/A

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

Support/Opposition: None known

Planning and Zoning Recommendation: The Planning & Zoning Commission recommended approval, subject to stipulations 'a' and 'b'.

PROJECT DESCRIPTION

Daniel Lerma of Upward Architects, on behalf of Levine Investments LP, requests approval of a Comprehensive Sign Program (CSP) to ensure a cohesive sign design for the Litchfield Place project generally located north of the northwest corner of Litchfield Road and Waddell Road.

EXISTING ZONING

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



PAD – Sierra Verde Employment	PAD – Sierra Verde	R-1
PAD – Sierra Verde Employment	PAD – Sierra Verde Employment	R-1
PAD – Sierra Verde Employment	PAD – Sierra Verde Employment	R-1

58
59 **BACKGROUND**

60 **February 25, 1991:** The subject parcel was annexed into the city under Ordinance 99-01.

61
62 **August 22, 2002:** The Mayor and City Council approved the Sierra Verde PAD. Ordinance
63 02-31.

64
65 **August 07, 2003:** The Mayor and City Council approved the Sierra Verde Employment PAD
66 to allow uses compatible with military airport operations. Ordinance 03-21.

67
68 **February 16, 2023:** A Concept Review meeting was held for the current proposal under
69 case CR23-0113.

70
71 **September 21, 2023:** The applicant filed a request for a Comprehensive Sign
72 Comprehensive, the subject project.

73
74 **December 20, 2023:** The applicant held a Citizen Outreach Meeting at the Hilton Garden
75 Inn. A summary of this meeting is included in the Citizen Participation Report attached to
76 this staff report.

77
78 **May 02, 2024:** Planning and Zoning Commission recommended approval of the subject
79 case.

80
81 **DISCUSSION**

82 The purpose of the proposed CSP for the Litchfield Place commerce center is to provide
83 signage design requirements that are appropriate to the character of the development. The
84 proposed CSP contains guidelines for the different types of signs within the commercial
85 center.

86
87 This CSP proposes the following signage and requirements for the Litchfield Place project:

88
89 Two (2) multi-tenant major monument signs along Litchfield Road. These signs will be
90 double-sided, 15' tall, and allow a total of 80 square feet of sign area on each face of the sign.
91 Section 109-1.9.C.5 of the Land Development Ordinance (LDO) allows major monument
92 signs to have a height up to 17' and a total sign area of 120 square feet. This proposed sign
93 type falls within the guidelines of the LDO.

94
95 Three (3) double-tenant major monument signs along Litchfield Road. These signs will be
96 double-sided, 12' tall and allow a total of 56 square feet of sign area on each face of the sign.
97 Section 109-1.9.C.5 of the Land Development Ordinance (LDO) allows major monument
98 signs to have a height up to 17' and a total sign area of 120 square feet. This proposed sign
99 type falls within the guidelines of the LDO.

All proposed monument signs meet or exceed the LDO's 150' minimum separation distance requirement for Class IV monument signs. Major monument signs are not permitted within 80' of single-family residential zoning. The proposed sign locations are over 140' from the nearest single-family residential property. This proposed CSP also requires that all signage, including wall signs, must be approved by the landlord prior to submittal to the city for building permits.

SUMMARY

Staff believes the proposed CSP provides a mechanism whereby the applicant may create signage that is consistent with the design of the Litchfield Place project. The proposed signage meets the requirements of Section 109-1.15 with respect to Comprehensive Sign Programs and does not introduce a sign type that is otherwise prohibited. The applicant's purpose is to create a comprehensive sign program for this development to ensure a cohesive sign design for the Litchfield Place commerce center.

FINDINGS

- The proposed Comprehensive Sign Program is consistent with the Surprise General Plan 2035.
- The proposed signs may be approved through a Comprehensive Sign Program.
- The reviewing agencies have indicated no objections to the request.

Recommendation:

Based on the findings noted above, the Planning and Zoning Commission moved to recommend approval of the subject Comprehensive Sign Program to the Mayor and City Council, subject to stipulations 'a' and 'b' as outlined below:

- a. Development and use of the signage for the site shall be consistent with the project narrative entitled "Litchfield Place Comprehensive Sign Plan", prepared by Associated Sign Company, and stamped received January 30, 2024.
- b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.

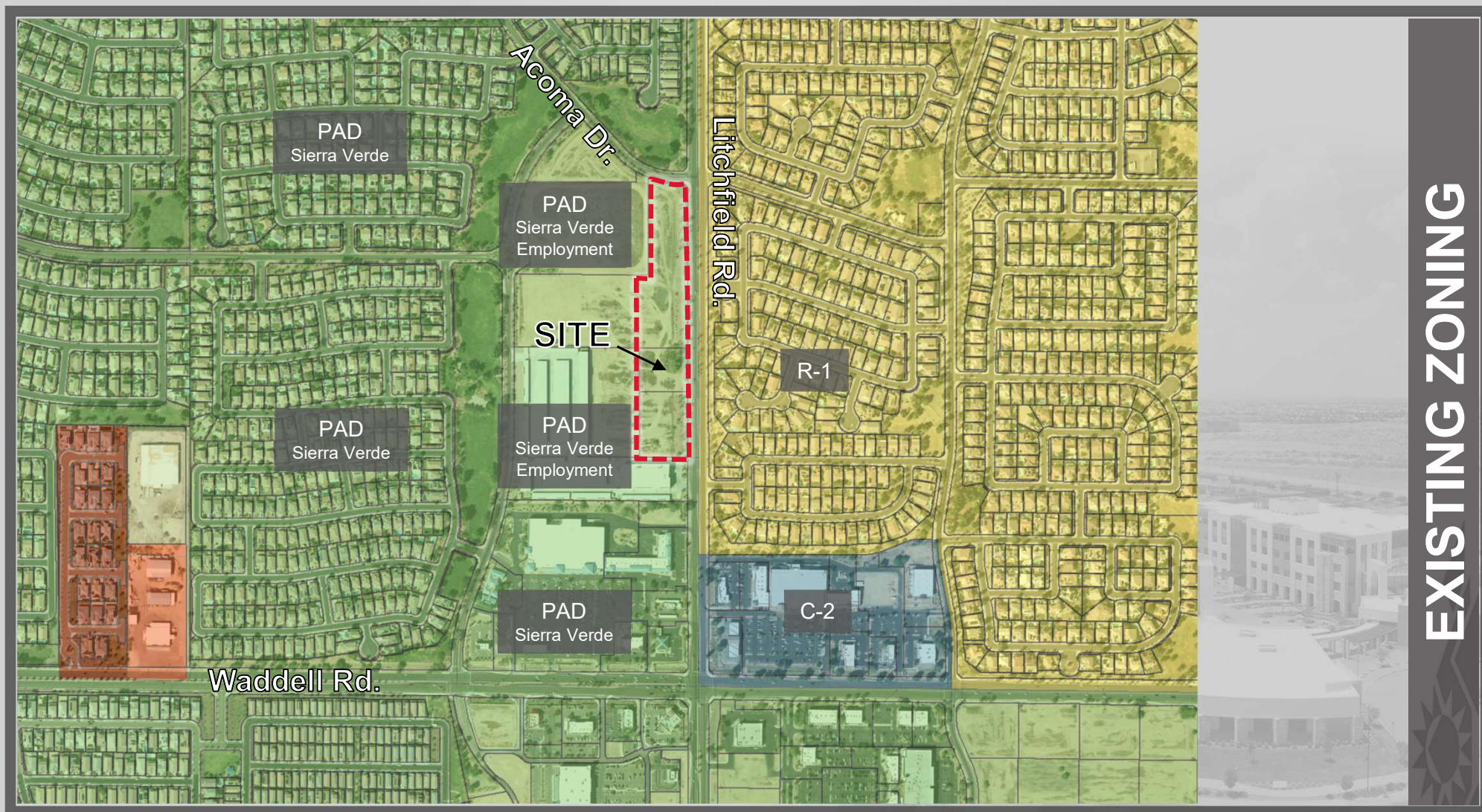
However, should the City Council wish to deny the request, the City Council should make its own findings and base its decision on those alternative findings.

Attachments:

01 Vicinity Map
02 Zoning Map
03 CSP Document
04 Citizen Participation Report
05 Affidavit of Posting
PPT



VICINITY MAP



EXISTING ZONING

LITCHFIELD PLACE

COMPREHENSIVE SIGN PLAN

2024

Surprise, AZ 85379

Case No. FS23-0853

3335 W. VERNON AVE
PHOENIX, AZ 85009



ASSOCIATEDSIGN.COM
602.278.8464

PROJECT

Litchfield Place
13925 W Acoma Drive
Surprise, AZ 85379

PROPERTY OWNER

Levine Investments LP
2801 E Camelback Rd
Suite 450
Phoenix, AZ 85016

SIGNAGE CONSULTANT

Associated Sign Company
3335 W. Vernon Ave.
Phoenix, AZ 85009
Ph: 602-278-8464
Mike Shano
mshano@ascosigns.com

PARCEL INFORMATION

PARCEL NUMBER:
509-17-926, 509-17-927, 509-17-936, 509-17-968
ZONING:
PAD
JURISDICTION:
Surprise

CONTENTS

Introduction	2
Project Materials & Finishes	3
Sign Location Plan	4
Double Tenant Monument	5
Multi Tenant Monument	6

Case No. FS23-0853

I. INTRODUCTION

THE PURPOSE OF THE COMPREHENSIVE SIGN PLAN IS TO ENSURE AN ATTRACTIVE PROFESSIONAL ENVIRONMENT WHILE ALSO PROTECTING THE INTERESTS OF THE LANDLORD, TENANT, AND SURROUNDING NEIGHBORHOOD.

II. GENERAL REQUIREMENTS

- A.** ALL TENANTS SHALL SUBMIT (1) ELECTRONIC SET OF COLOR DRAWINGS IN PDF FORMAT TO LANDLORD FOR APPROVAL. DRAWINGS MUST INCLUDED DETAILS OF SIZE, COLOR, MATERIALS, ILLUMINATION, AND ATTACHMENT. NO DRAWINGS MAY BE SUBMITTED TO CITY OF SURPRISE PRIOR TO LANDLORD APPROVAL.

B. LANDLORD SHALL REVIEW ALL SUBMITTED DRAWINGS AND MARK THEM EITHER APPROVED, APPROVED AS NOTED, OR REVISE AND RESUBMIT.

C. NO SIGNS, ADVERTISEMENTS, NOTICES, OR OTHER LETTERING SHALL BE DISPLAYED, EXHIBITED, INSCRIBED, PAINTED OR AFFIXED ON ANY PART OF THE BUILDING VISIBLE FROM OUTSIDE THE PREMISES EXCEPT AS SPECIFICALLY APPROVED BY THE LANDLORD. SIGNS THAT ARE INSTALLED WITHOUT WRITTEN APPROVAL OR ARE INCONSISTENT WITH APPROVED DRAWINGS MAY BE SUBJECT TO REMOVAL AND/OR REINSTALLATION BY LANDLORD AT TENANTS EXPENSE.

D. CITY OF SURPRISE REQUIRES SIGN PERMITS FOR ALL SIGNS VISIBLE FROM OUTSIDE THE BUILDING. IT SHALL BE TENANT'S SOLE RESPONSIBILITY TO SECURE THESE AND ANY OTHER PERMITS THAT MAY BE REQUIRED.
- E.** LANDLORD’S APPROVAL OF TENANT'S PLANS SHALL NOT CONSTITUTE AN IMPLICATION, REPRESENTATION, OR GUARANTEE THAT SAID ITEMS ARE IN COMPLIANCE WITH APPLICABLE STATUTES, CODES, ORDINANCES, OR OTHER REGULATIONS.

F. SIGN CONTRACTOR PERFORMING ANY SIGN WORK AT 13925 W ACOMA DR MUST BE APPROVED BY LANDLORD PRIOR TO CONSTRUCTION OF SIGN.

G. LANDLORD RESERVES THE RIGHT TO FIX, REPAIR, OR REPLACE ANY BROKEN OR FADED SIGN OR ANY SIGN DEEMED TO BE IN DISREPAIR AT THE TENANTS EXPENSE. TENANT IS RESPONSIBLE FOR THE COST TO REMOVE EXTERIOR SIGNAGE AT LEASE END. LANDLORD WILL ARRANGE FOR REMOVAL AND BILL TENANT.

H. ANY SIGN TYPE NOT SPECIFICALLY ADDRESSED BY THIS CRITERIA IS SUBJECT TO THE APPLICABLE STANDARDS SET FORTH IN THE CITY OF SURPRISE SIGN CODE.

Case No. FS23-0853



M-1 (Masonry)
General Shale
Thinbrick
'Cornerstone'



M-2 (Fiber Cement)
Nichia
Vintagewood
'Spruce'



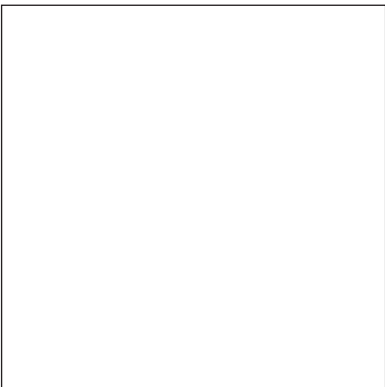
M-3 (Concrete)
Board-Formed
Cast In Place
Raw Finish



PT-1 (Paint)
Sherwin Williams
SW6101
'Sands of Time'



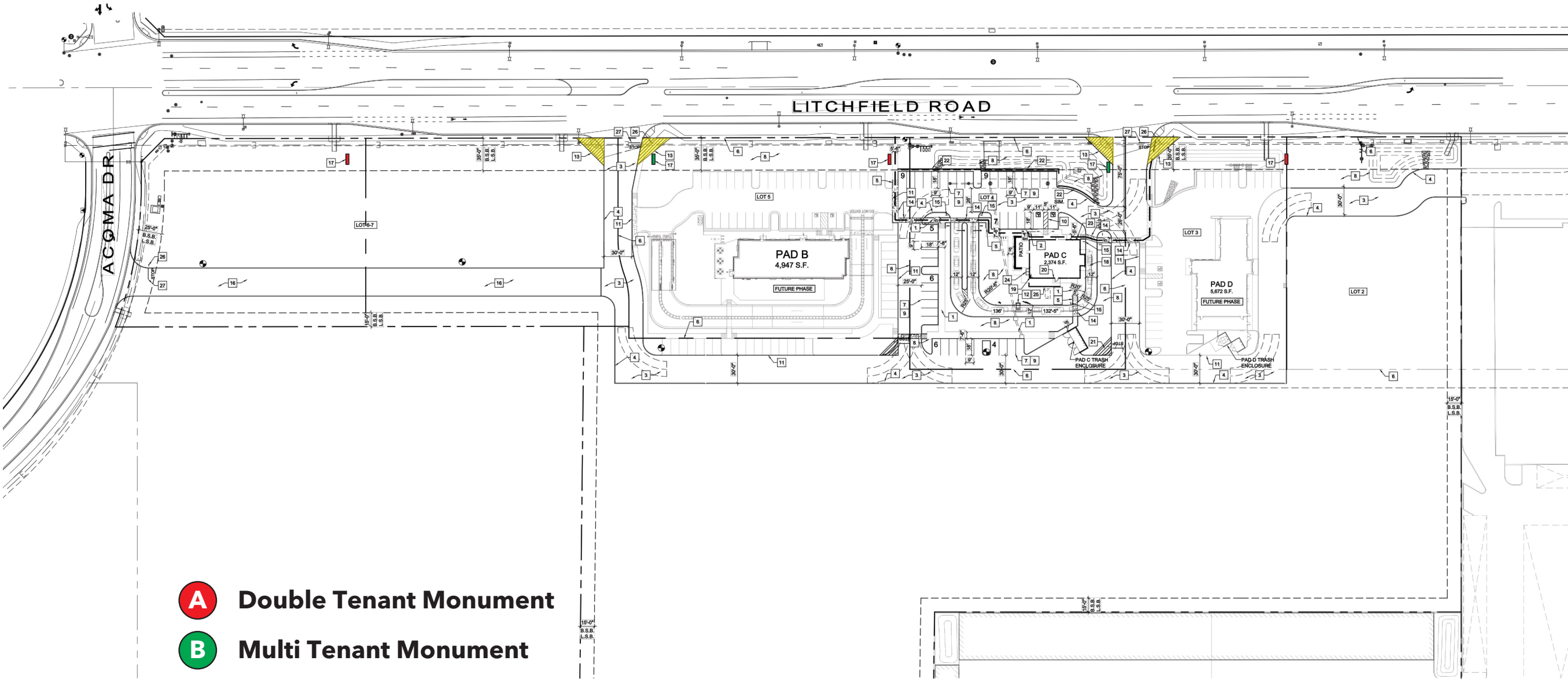
PT-2 (Paint)
Matthews
MP41313SP
'Dark Bronze'



PT-3 (Paint)
Matthews
'White'

Case No. FS23-0853

LITCHFIELD PLACE
SIGN LOCATION PLAN



- A** Double Tenant Monument
- B** Multi Tenant Monument

ALL MONUMENT SIGNS WILL BE LOCATED OUTSIDE OF THE SIGHT VISIBILITY TRIANGLE

MASTER SITE PLAN
SCALE: 1" = 60'-0"

VICINITY MAP

SITE DATA

PARCEL NUMBER:	508-17-926, 508-17-927, 508-17-936, 508-17-935
ZONING:	PAD
LOT 2:	51,253 SF / 1.18 AC
LOT 3:	43,106 SF / 0.99 AC
LOT 4:	58,120 SF / 1.33 AC
LOT 5:	17,800 SF / 1.78 AC
LOT 6-7:	107,204 SF / 2.46 AC
SITE AREA:	333,436 SF / 7.65 AC
FUTURE DEVELOPMENT:	399,749 SF / 9.18 AC
TOTAL SITE AREA:	733,285 SF / 16.83 AC
PAD A (RESTAURANT):	2,374 S.F.
TOTAL PARKING REQUIRED:	2,374 SF / 150 = 16 SPACES
PAD C:	
TOTAL PARKING PROVIDED:	46 SPACES
PARKING RATIO:	19.37 SPACES / 1000 S.F.
CONSTRUCTION TYPE:	VB
OCCUPANCY:	A-2 (ASSEMBLY) - SINGLE STORY
OCCUPANT LOAD:	159 OCCUPANTS (ESTIMATED)
BUILDING CANOPIES, OVERHANGS AND AWNINGS:	1,017 S.F.

KEY NOTES - SITE

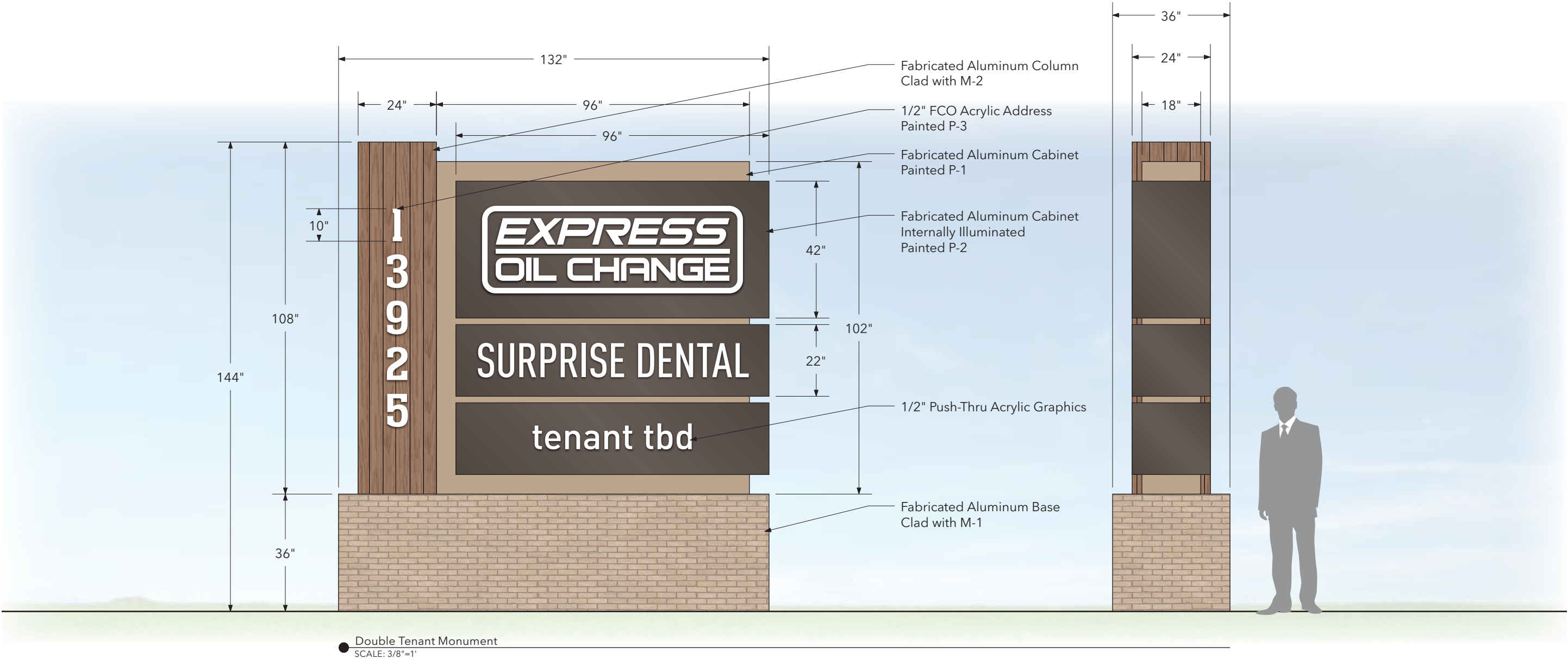
- PROPOSED 8'-0" CONCRETE SIDEWALK, TYPICAL
- PROPOSED 4" CONCRETE HARDSCAPE, TYPICAL
- PROPOSED ASPHALT PAVING, TYPICAL - SEE CIVIL DRAWINGS
- PROPOSED 6" CONCRETE CURB, TYPICAL
- PROPOSED STRAIGHT-RUN ACCESSIBLE CURB RAMP, TYPICAL
- PROPERTY BOUNDARY
- PROPOSED PARKING STRIPING, TYPICAL
- PROPOSED LANDSCAPING - SEE LANDSCAPE DRAWINGS
- PROPOSED 9'-0" x 18'-0" PARKING STALL, TYPICAL
- PROPOSED STRIPING AT CROSSWALK
- PROPOSED TEMPORARY CONCRETE CURB TO DEFINE DRIVE WAY
- PROPOSED DRIVE-THRU MENU BOARD
- SIGHT VISIBILITY TRIANGLE 30x30'
- PROPOSED CONCRETE AT CROSSWALK
- PEDESTRIAN CROSSWALK SIGN
- FUTURE BY OTHERS
- PROPOSED MONUMENT SIGN - UNDER SEPARATE BUILDING PERMIT
- DRIVE-THRU CANOPY
- PROPOSED FIRE RISER
- PROPOSED KNOX BOX
- SIGHT VISIBILITY TRIANGLE 20x20'
- 3'-0" SCREEN WALL AT SIM. CONDITION WALL IS 4'-0" HIGH FOR WIDTH OF THE DRIVE-THRU LANE - SEE SITE DETAILS
- PROPOSED FDC
- PROPOSED BUS LOCATION
- 6'-0" HIGH SCREEN WALL - SEE SITE DETAILS
- PROPOSED STOP SIGN
- PROPOSED PAINTED STOP SIGN ON PAVEMENT - 24" STOP BAR

CASE NUMBER : FS23-0853

LITCHFIELD PLACE

DOUBLE TENANT MONUMENT

Proposed Sign Area: 56 SF
Allowed Sign Area: 84 SF

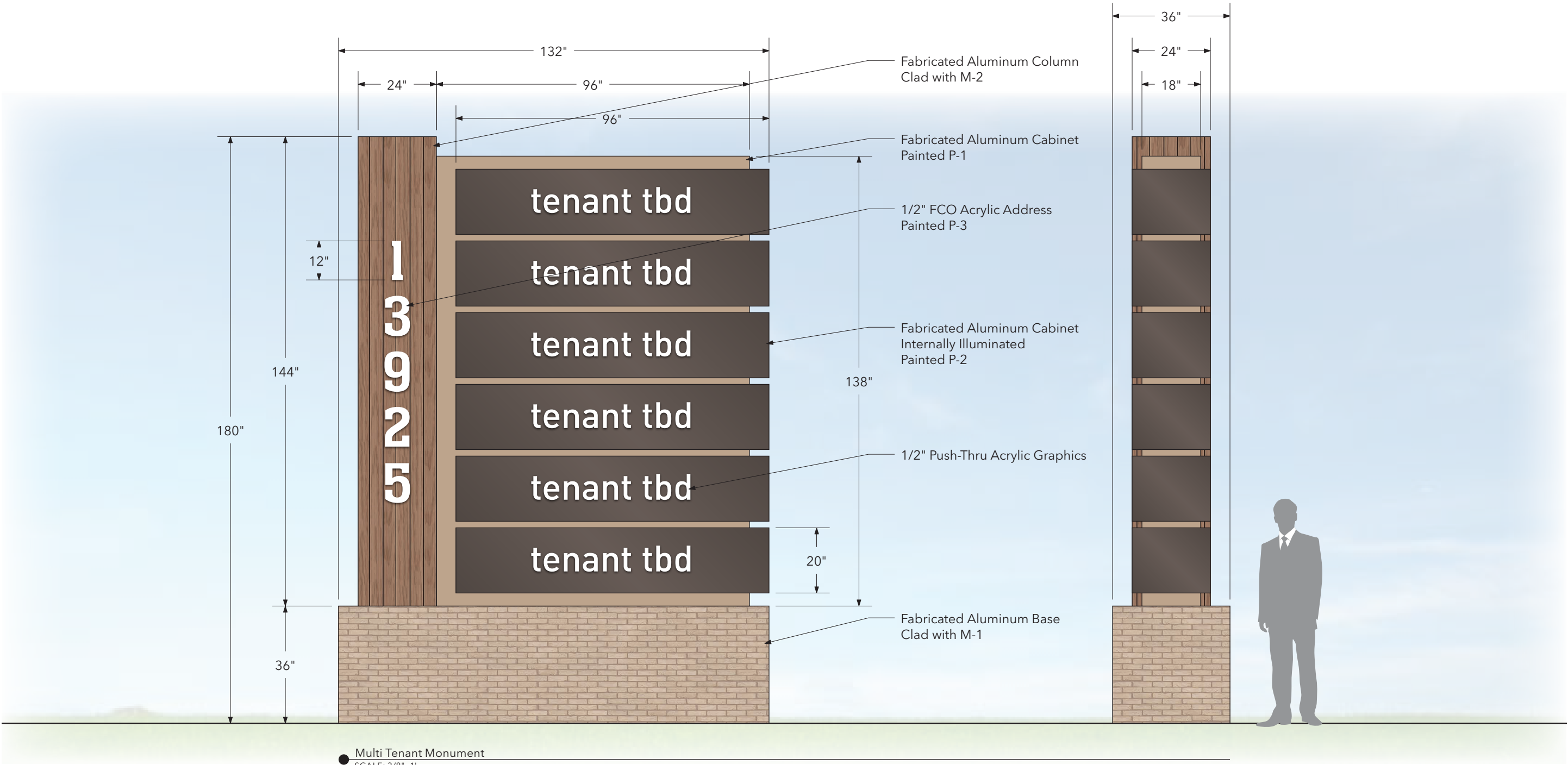


Case No. FS23-0853

LITCHFIELD PLACE

MULTI TENANT MONUMENT

Proposed Sign Area: 80 SF
Allowed Sign Area: 120 SF



Case No. FS23-0853

December 20, 2023

Leslie Carnie, Planner II
City of Surprise Community Development
16000 N. Civic Center Plaza, Surprise, AZ 85374
Office: 623.222.3153| Fax: 623-222-3001

Re: Public Hearing
FS23-0853 Starbucks Shell Building at Litchfield Place and the Litchfield Place
Comprehensive Sign Program
NWC of Litchfield Road & Waddell Road
Surprise, AZ

Dear Leslie,

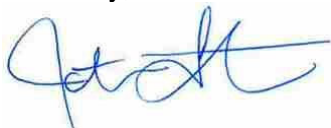
On Wednesday December 20th, 2023 at 6:00 PM there was an in-person public meeting conducted for the Litchfield Place, Pad C site & CSP at the Hilton Garden Inn at 16601 N. Stadium Way, Surprise, AZ 85374. The attendees were:

Tony Feiter – Owner
Craig Esslinger – Owner
Leslie Carnie – City of Surprise
Patricia Flower – Upward Architects

There were no individuals in attendance to speak for or against this project.

Should you have any questions or comments, feel free to contact our office.

Sincerely,



Patricia Flower, R.A., LEED AP
Project Architect/Partner

Cc: Tony Feiter - Levine Investments, LP
Craig Esslinger – Genesis Development Company

AFFIDAVIT OF SIGN POSTING

Case Number: FS23-0853

Project Name: STARBUCKS SHELL BUILDING AT LITCHFIELD PLACE (CSP)

Project Location: NWC LITCHFIELD RD & WADDELL RD

Date Posted: 5/14/2024

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing shall erect two (2) signs providing notice of the date, time, and place of the scheduled hearing(s). These signs must be erected not less than fifteen (15) calendar days prior to the date of the first hearing. The signs shall also include the description of the request as contained on the formal development application. The size and format of this sign shall meet requirements established by the city.

Such notice shall be clearly legible and placed at a prominent location on the site, generally adjacent and perpendicular to the public right-of-way. It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property, as well as the information on the sign, until final disposition of the case.

I confirm that the site has been posted as required, for the case noted above. **Photographs of the site posting, and any subsequent changes/updates made to the sign, have also been submitted.**

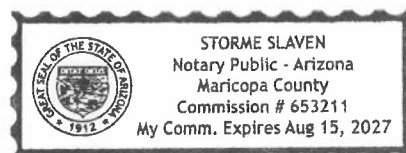
[Signature]
Owner / Application Signature

5/14/24
Date

This instrument was acknowledged before me this 14 day of MAY, 2024, by MICHAEL SHANO

[Signature]
Notary Public

My Commission Expires:





AFFIDAVIT OF SIGN POSTING

Case Number: FS23-0853

Project Name: Starbucks Shell Building at Litchfield Place

Project Location: NWC Litchfield Rd & Waddell Rd

Date Posted: 4-2-2024

In order to assist in providing adequate notice to interested parties, the applicant for any type of public hearing shall erect two (2) signs providing notice of the date, time, and place of the scheduled hearing(s). These signs must be erected not less than fifteen (15) calendar days prior to the date of the first hearing. The signs shall also include the description of the request as contained on the formal development application. The size and format of this sign shall meet requirements established by the city (see example).

Such notice shall be clearly legible and placed at a prominent location on the site, generally adjacent and perpendicular to the public right-of-way. It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property, as well as the information on the sign, until final disposition of the case.

I confirm that the site has been posted as required, for the case noted above. **Photographs of the site posting, and any subsequent changes/updates made to the sign, have also been submitted.**

x [Signature] 4-2-2024
Owner / Application Signature Date

This instrument was acknowledged before me this 2nd day of April,
2024, by Andrew Cohn.

[Signature]
Notary Public

My Commission Expires:



COLLEEN CODY
Notary Public - Arizona
Maricopa Co. / #643448
Expires 02/19/2027

Notice of Public Hearing City of Surprise

In-Person Neighborhood Meeting

Date: 12-20-23

Time: 6:00 PM

Location: Hilton Garden Inn - 16601 N. Stadium Way, Surprise, AZ 85374

Planning & Zoning

Date: Thursday, May 2, 2024

Time: 6:00 PM

Location: Council Chambers At Surprise City Hall, 16000 Civic Center Plaza, Surprise AZ 85374

City Council

Date:

Time:

Location:



Surprise Planning Case FS23-0853
Request: A Conditional Use Permit (CUP)
for a Starbucks drive-through facility and
Comprehensive Sign Program for a proposed
commerce center generally located north of
the northwest corner of Litchfield Rd. and
Waddell Rd.

For more information, call: 623-222-3011
surpriseaz.gov

Notice of Public Hearing City of Surprise

In-Person Neighborhood Meeting

Date: 12-20-23

Time: 6:00 PM

Location: Hilton Garden Inn - 16601 N. Stadium Way,
Surprise, AZ 85374

Planning & Zoning

Date: Thursday, May 2, 2024

Time: 6:00 PM

Location: Council Chambers At Surprise City Hall
16000 Civic Center Plaza, Surprise AZ 85374

City Council

Date:

Time:

Location:



Surprise Planning Case FS23-0853
Request: A Conditional Use Permit (CUP)
for a Starbucks drive-through facility and
Comprehensive Sign Program for a proposed
commerce center generally located north of
the northwest corner of Litchfield Rd. and
Waddell Rd.

For more information, call: 623-222-3011
surpriseaz.gov

Notice of Public Hearing City of Surprise

In-Person Neighborhood Meeting

Date: 12-20-23

Time: 6:00 PM

Location: Hilton Garden Inn - 16601 N. Stadium Way, Surprise, AZ 85374

Planning & Zoning

Date: Thursday, May 2, 2024

Time: 6:00 PM

Location: Council Chambers At Surprise City Hall, 16000 Civic Center Plaza, Surprise AZ 85374

City Council

Date:

Time:

Location:



Surprise Planning Case FS23-0853
Request: A Conditional Use Permit (CUP)
for a Starbucks drive-through facility and
Comprehensive Sign Program for a proposed
commerce center generally located north of
the northwest corner of Litchfield Rd. and
Waddell Rd.

For more information, call: 623-222-3011
surpriseaz.gov

Notice of Public Hearing City of Surprise

In-Person Neighborhood Meeting

Date: 12/20/23

Time: 6:00 PM

Location: Hilton Garden Inn - 16601 N. Stadium Way, Surprise, AZ 85374

Planning & Zoning

Date: Thursday, May 2, 2024

Time: 6:00 PM

Location: Council Chambers At Surprise City Hall
16000 Civic Center Plaza, Surprise AZ 85374

City Council

Date:

Time:

Location:



Surprise Planning Case FS23-0853
Request: A Conditional Use Permit (CUP)
for a Starbucks drive-through facility and
Comprehensive Sign Program for a proposed
commerce center generally located north of
the northwest corner of Litchfield Rd. and
Waddell Rd.

For more information, call: 623-222-3011
surpriseaz.gov



FS23-0853

Litchfield Place

Comprehensive Sign Program

City Council
June 04, 2024



VICINITY MAP

SIGN LOCATION PLAN

4



**ALL MONUMENT SIGNS WILL BE LOCATED
OUTSIDE OF THE SIGHT VISIBILITY TRIANGLE**

MASTER SITE PLAN
SCALE: 1" = 60'-0"

Case No. FS23-0853

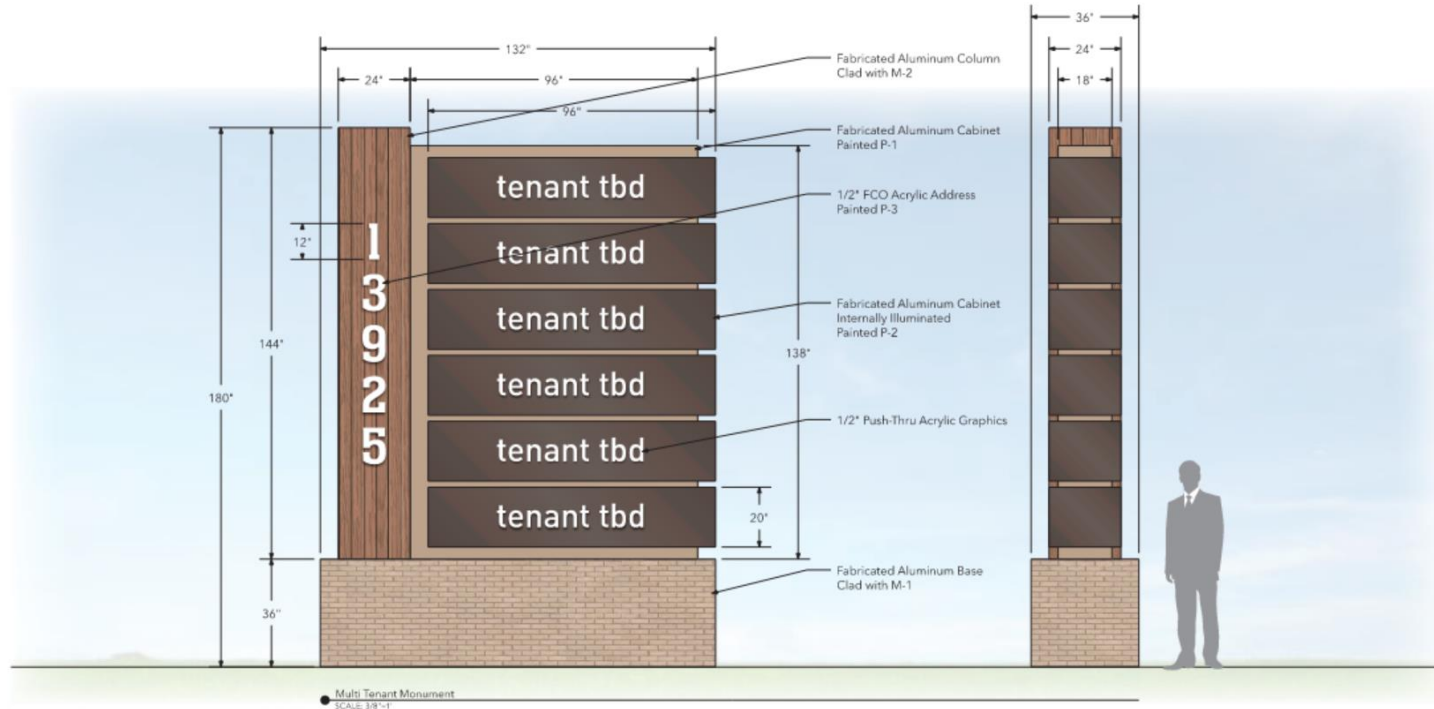
MAJOR MONUMENT SIGN

LITCHFIELD PLACE

MULTI TENANT MONUMENT

Proposed Sign Area: 80 SF
Allowed Sign Area: 120 SF

6



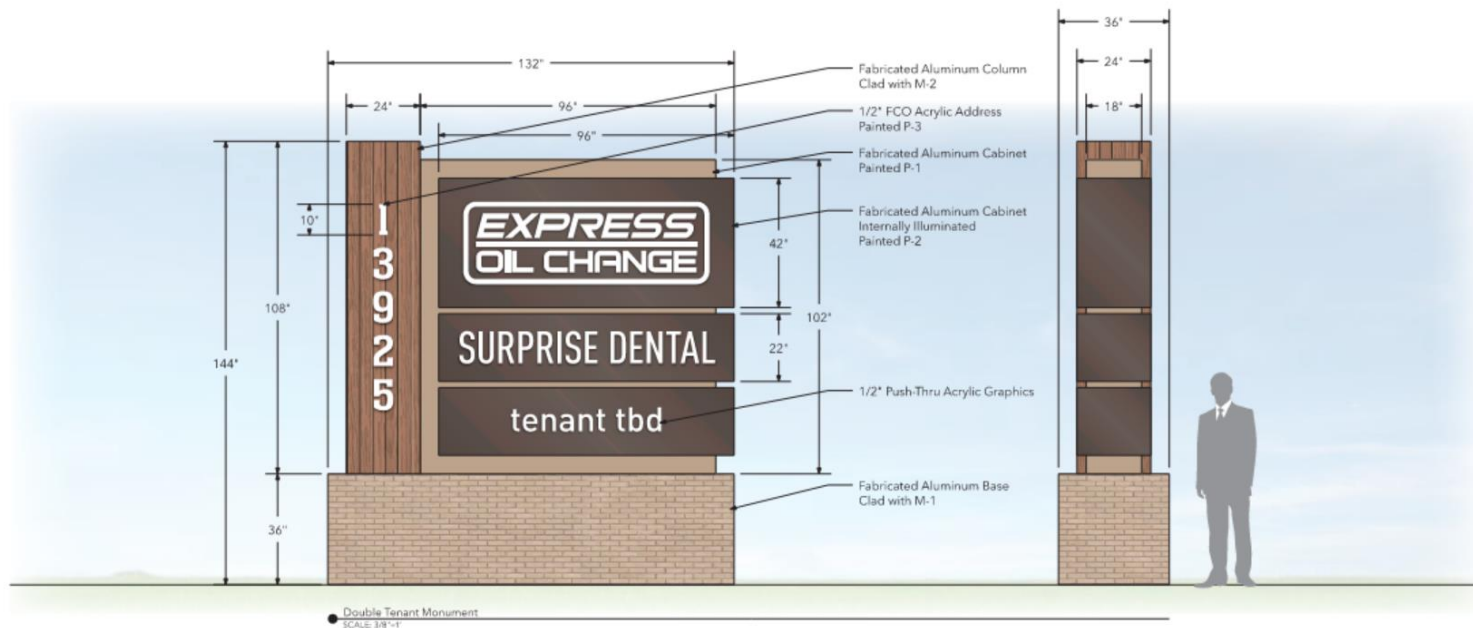
MAJOR MONUMENT SIGN

LITCHFIELD PLACE

DOUBLE TENANT MONUMENT

5

Proposed Sign Area: 56 SF
Allowed Sign Area: 84 SF



MAJOR MONUMENT SIGN

LITCHFIELD PLACE

PROJECT MATERIALS & FINISHES

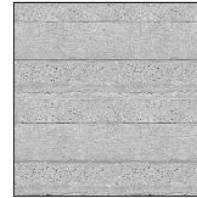
3



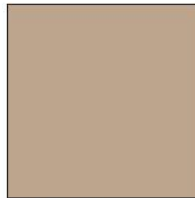
M-1 (Masonry)
General Shale
Thinbrick
'Cornerstone'



M-2 (Fiber Cement)
Nichia
Vintagewood
'Spruce'



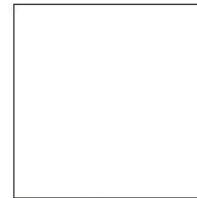
M-3 (Concrete)
Board-Formed
Cast In Place
Raw Finish



PT-1 (Paint)
Sherwin Williams
SW6101
'Sands of Time'



PT-2 (Paint)
Matthews
MP41313SP
'Dark Bronze'



PT-3 (Paint)
Matthews
'White'

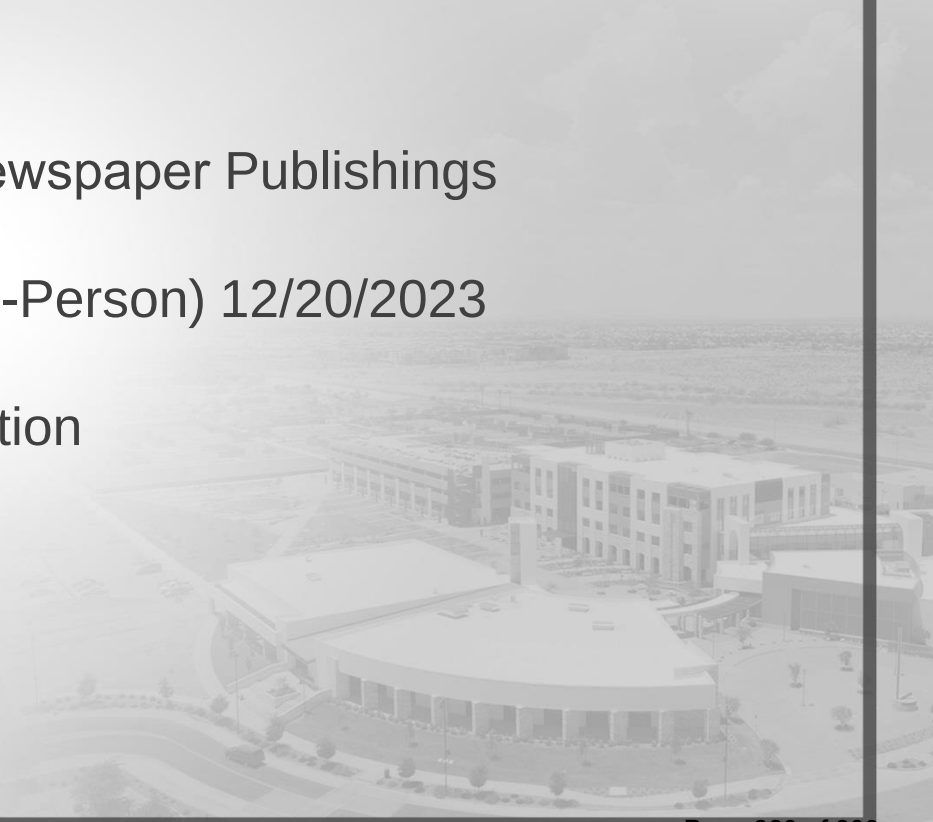
Case No. FS23-0853

MAJOR MONUMENT SIGN



OUTREACH

- Site Posting, 300' Mailers, & Newspaper Publishings
- Citizen Participation Meeting (In-Person) 12/20/2023
 - No Attendees
 - No Questions or Opposition





RECOMMENDATION

Staff Recommendation:

On May 02, 2024, Planning and Zoning Commission recommended approval to the Mayor and City Council.



SURPRISE
ARIZONA

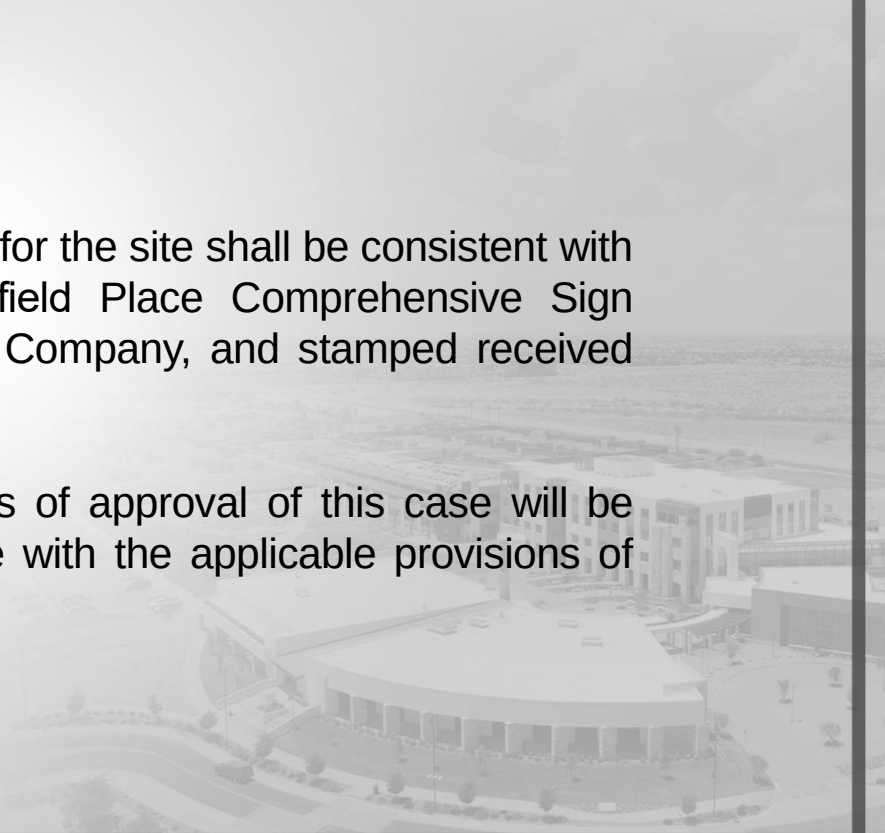
QUESTIONS OR COMMENTS?

Thank You





Stipulations

- 
- a. Development and use of the signage for the site shall be consistent with the project narrative entitled “Litchfield Place Comprehensive Sign Plan”, prepared by Associated Sign Company, and stamped received January 30, 2024.
 - b. Non-compliance with the stipulations of approval of this case will be treated as a violation in accordance with the applicable provisions of the Surprise Municipal Code.



CITY OF SURPRISE Regular City Council Meeting

Council Meeting Date: June 4, 2024
Submitting Department: Water Resource
Management
Staff Recommendations:

Contact Person: Michael Boule, Director
District: District 1

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

Agenda Wording:

Consideration and action pertaining to acceptance of the Turnover Agreement of all Developer Phase Land and Phase 1A SPA 2 PERC Water Reclamation Facility in accordance with the Asante Development Agreement; Resolution #2024-29.

Motion:

I move to approve Resolution #2024-29.

Background:

The City of Surprise and Asante entered into a development agreement in 2005 that outlined the terms and conditions of the dedication and turnover associated with the SPA 2 PERC Water Reclamation Facility. The obligations associated with the dedication of the facility have been met and it is now time for the City to take over the ownership and operation of this facility. This agreement memorializes the requirements of Lennar and the City as it relates to the turnover and dedication of the facility.

The SPA 2 PERC Water Reclamation Facility is located generally at 155th Avenue and Pinnacle Peak Road, adjacent to the City owned SPA 2 Regional Water Reclamation Facility. This facility will serve approx. 5,700 homes and businesses in the northeast, SPA 2, region of Surprise. This facility has the capability to process 1.2 million gallons of wastewater per day. The proximity to the City owned SPA 2 Regional Water Reclamation Facility will provide significant efficiencies and opportunities as we integrate the SPA 2 PERC facility into our operation.

Objective Analysis:

This agreement will allow the city to control the operation and maintenance of the SPA 2 Water Reclamation Facility. The operational costs associated with the dedication and turnover were included in the FY24 budget.

Policy Compliant:

This item is policy compliant and is consistent with the Asante Development Agreement, dated November 18, 2005, and recorded as Instrument No. 2005-1750101.

Financial Impact:

Total estimated ongoing operational and maintenance cost to operate for the first year is \$113,000. The city is collecting wastewater user fees to offset these costs.

Budget Impact:

The funding source in the current fiscal year and future fiscal years will be the Wastewater Operations fund.

FTE Impact:

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

ATTACHMENTS:

1. Res 2024-29 SPA 2 WRF_Turnover_Final
 2. SPA 2 WRF Turnover Contract_05.28.24
-

RESOLUTION # 2024-29

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE FOR THE APPROVAL OF A TURNOVER AGREEMENT AND THE ACCEPTANCE OF THE DEVELOPER PHASE 1A SPECIAL PLANNING AREA ("SPA") 2 WATER RECLAMATION FACILITY

WHEREAS, on November 18, 2005, the City entered into the Asante Development Agreement ("DA"), as amended, originally recorded as Instrument No. 2005-1750101, with Lennar Communities Development, Inc. and BYM Happy Valley Investment, LLC (collectively "Asante");

WHEREAS, pursuant to section 4.1 of the DA, upon meeting certain criteria, Asante was required to construct and dedicate to the City, a water reclamation facility ("WRF") in the City's Special Planning Area 2 ("SPA 2");

WHEREAS, on or about April 23, 2018, the Maricopa County Environmental Services Department ("MCESD") issued its Certificate of Approval to Commence Operations with Stipulations to allow treatment of low flows by the Developer Phase 1A Facility (MCESD Project No.: 2017088; System ID No.: AZ-04-37-199); and on or about October 6, 2023, MCESD issued a Certificate of Approval of Construction With Stipulations (MCESD Project # 2017088; WWS ID 3 AS-04-37-199).;

WHEREAS, the Turnover Agreement attached hereto as Exhibit A documents the turnover of the SPA 2 Water Treatment Facility as well as the rights, responsibilities, and obligations of the Parties going forward.

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

Section 1. The Turnover Agreement, attached hereto as Exhibit A, is hereby approved.

Section 2. The City accepts the dedication of the Developer Phase 1A SPA 2 Water Reclamation facility as set forth in the Turnover Agreement.

SIGNATURES ON 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 # 2024-29
Exhibit A
(Turnover Agreement)

**TURNOVER AGREEMENT
PURSUANT TO ASANTE DEVELOPMENT AGREEMENT**

**For All of the Developer Phase Land and for the
Developer Phase 1A SPA 2 PERC Water Reclamation Facility**

City of Surprise, Arizona

This Turnover Agreement ("Agreement") is made by and between the City of Surprise, an Arizona municipal corporation ("City"), and LCD Asante LLC, a Delaware limited liability company ("Owner"). City and Owner are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner, through one or more assignments, and pursuant to that certain Assignment and Assumption of Asante Development Agreement, dated May 29, 2009, and recorded in the Office of the County Recorder of Maricopa County, Arizona, on May 29, 2009, at document 2009-0486179, and the City are parties to that certain Asante Development Agreement, dated November 3, 2005, initially entered into by Lennar Communities Development, Inc., a Delaware corporation, BMY Happy Valley Investment L.L.C., an Arizona limited liability company, and the City, as recorded on November 18, 2005, at document 2005-1750101, as amended by that First Amendment to Asante Development Agreement, dated September 26, 2006, and recorded on October 6, 2006, at document 2006-1328209, and as amended by that Second Amendment to Asante Development Agreement and Addendum No. 4 to Asante Development Agreement, dated November 2, 2020, and recorded on November 4, 2020, at document 2020-1072628 (the "Development Agreement").

B. Owner owns the following described property situated in the City of Surprise, County of Maricopa, State of Arizona:

(i) that certain real property legally described on **Exhibit A** attached hereto and by reference incorporated herein known as Maricopa County Assessor's parcel number 503-57-024E together with all improvements thereon and all water, oil, gas and mineral rights, if any, and all privileges, easements, and other interests and entitlements, if any, appurtenant thereto (collectively, the "Developer Phase Land"); and

(ii) the buildings, structures, improvements, and fixtures situated on the Developer Phase Land, including, but not limited to, the Developer Phase 1A SPA 2 PERC water reclamation facility designed and constructed by Owner's predecessors in interest to treat inflow to a maximum capacity of 1,200,000 gallons per day average daily flow ("gpd"), and all equipment now located upon and used in connection with the SPA 2 PERC water reclamation facility ("Developer Phase 1A Facility").

The Developer Phase Land and the Developer Phase 1A Facility are referred to in this Agreement together collectively as the Developer Phase Property ("Developer Phase Property").

C. On or about April 23, 2018, the Maricopa County Environmental Services Department (“MCESD”) issued its Certificate of Approval to Commence Operations with Stipulations to allow treatment of low flows by the Developer Phase 1A Facility (MCESD Project No.: 2017088; System ID No.: AZ-04-37-199). On or about October 6, 2023, MCESD issued a Certificate of Approval of Construction With Stipulations (MCESD Project # 2017088; WWS ID 3 AS-04-37-199).

D. On or about July 31, 2006, the City issued its final approval letter for the Developer Phase 1A Facility per Record Drawing #2006000838.

E. Pursuant to the Development Agreement and subject to the terms and conditions of this Agreement, Owner will dedicate and convey the Developer Phase Property to City and City will accept the Developer Phase Property and operate the Developer Phase 1A Facility.

F. Asante Development Partners, LLC, and DRP AZ 5, LLC, are consenting to this Agreement pursuant to other agreements with Owner regarding Owner’s Capacity as defined herein.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants and agreements contained herein, the parties, intending to be legally bound, for themselves and their successors and assigns, agree as follows:

AGREEMENT

1. Definitions; Incorporation of Recitals; Effective Date. The Recitals are by this reference incorporated into this Agreement. Except as otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings ascribed thereto in the Development Agreement. Such definitions in the Development Agreement will continue to apply after the termination and/or amendment and extension of the Development Agreement. This Agreement will be binding and effective on the Parties on the Effective Date. The “Effective Date” of this Agreement is the date upon which the last of the following events occurs: (i) Owner executes, dates and delivers this Agreement to the City; (ii) Escrow Agent (as hereinafter defined) executes, dates and delivers this Agreement to the City; and (iii) the City fully executes, dates and delivers this Agreement to the Escrow Agent.

2. Transfer of Operation Date. The Owner shall dedicate to the City and the City shall accept the Developer Phase Property and will assume responsibility for the operation of the Developer Phase 1A Facility and all related and appurtenant infrastructure at noon on the date which is five (5) days after the Effective Date (the “Transfer of Operation Date”). Prior to the Transfer of Operation Date, the City shall make all arrangements to operate and maintain the Developer Phase Property from and after the Transfer of Operation Date. Following the Transfer of Operation Date, the City will own, manage and control all of the wastewater and wastewater capacity of the Developer Phase 1A Facility and the use of the Developer Phase Land and the Developer Phase 1A Facility in accordance with this Agreement and the Development Agreement. Prior to the Transfer of Operation Date, Owner shall make all arrangements to have all utility accounts, including APS, Southwest Gas, and Surprise Water, transferred to the City effective as

of the Transfer of Operation Date. Owner shall pay all utility account bills up to the Transfer of Operation Date.

3. Dedication of Developer Phase Land and Developer Phase 1A Facility.

3.1. Conveyance of Developer Phase Property by Owner. On the Transfer of Operation Date, Owner will deposit into Escrow with Escrow Agent for recordation, if applicable, and for delivery to Escrow Agent and City:

3.1.1 a special warranty deed in the City's approved form attached hereto as **Exhibit B** (the "Deed") wherein the Owner dedicates and conveys to City the Developer Phase Property, at no charge to the City, and free and clear of all monetary liens and encumbrances;

3.1.2 a bill of sale in the City's approved form attached hereto as **Exhibit C** (the "Bill of Sale") wherein the Owner dedicates, conveys, assigns, and transfers to City all components of the Developer Phase 1A Facility, at no charge to the City, and free and clear of all monetary liens and encumbrances, and security interests;

3.1.3 a non-foreign person affidavit, settlement statement, and such other documents as may be reasonably requested by Escrow Agent or as are necessary to fulfill the covenants and obligations to be performed by Owner pursuant to this Agreement.

3.2. Intentionally Omitted.

3.3. Closing.

3.3.1 Recording. Escrow Agent shall record in the Office of the County Recorder of Maricopa County, Arizona, the Deed on the Transfer of Operation Date.

3.3.2 Title Insurance. Pursuant to Section 9.6 of the Parties' Development Agreement, as may be amended and/or extended, the Owner believes that the matters set forth in that certain fourth amended commitment for title insurance, dated November 8, 2023, bearing First American Title Insurance Company ("Title Company") file number 5449TAZ, describing the Developer Phase Land attached hereto as **Exhibit D** as may be updated by Escrow Agent prior to the Transfer of Operation Date (the "Commitment") do not affect marketability of the title to the Developer Phase Property, and pursuant to the Commitment and Covered Risk 3 of the ProForma Title Policy attached hereto as **Exhibit E**, the Title Company is willing to insure marketability of Title. The City may direct Escrow Agent to obtain and provide to the City an ALTA extended coverage owner's policy of title insurance from the Title Company in the amount of \$2,500,000 insuring title to the Developer Phase Property is vested in the City upon recordation of the Deed (the "Title Policy") pursuant to the Commitment. Owner shall pay the portion of the premium for the Title Policy equivalent to the premium for a standard coverage policy and the City shall pay the additional premium and costs related to the issuance of an ALTA extended coverage policy, including, but not limited to, the costs of satisfying all requirements for the extended coverage Title Policy such as by means of illustration but not limitation the cost of an ALTA/NSPS land title survey, and any endorsements to the Title Policy requested by the City.

4. Developer Phase Obligations and Rights Under the Development Agreement.

4.1. Mutual Consideration. City and Owner acknowledge the Development Agreement required the Owners under the Development Agreement to employ the equipment manufacturer of the Developer Phase 1A Facility at the Owners' expense to assist the City with the operation and maintenance of the Developer Phase 1A Facility until six (6) months following the date the Developer Phase 1A Facility began to receive wastewater in amounts equal to or in excess of ten percent (10%) of its design capacity. City and Owner acknowledge and agree Owner has satisfied this requirement.

4.2. Satisfaction of Owners' Developer Phase Obligations Under the Development Agreement. The City and Owner acknowledge and agree that upon the turnover of the Developer Phase Property to the City on the Transfer of Operation Date, the following obligations of the Owners under the Development Agreement will have been fully satisfied:

- (i) to finance, design, construct, install, operate and maintain Developer Phase 1A;
- (ii) to employ the equipment manufacturer of the Developer Phase 1A Facility; and
- (iii) to dedicate and convey the Developer Phase Property to the City.

4.3 Reservation of Owners' Rights Under the Development Agreement and Inclusion of Asante North Phase 1 and Asante North Phase 2. The City and the Owner acknowledge and agree that upon execution of this Agreement, the City shall own, control, and manage all of the wastewater and wastewater capacity in the Developer Phase 1A Facility, subject only to the Owner's right to utilize and/or sell approximately (as may be adjusted in the manner prescribed in Section 4.3(i) below) 5,714 equivalent development units ("EDU") of wastewater capacity in the Developer Phase 1A Facility ("Owner's Capacity"). Owner may use or sell these 5,714 EDUs of capacity within the Property or within Asante North Phases 1 and 2 (as defined in Section 4.3(iii) below). City understands that the use of the Developer Phase 1A Facility wastewater capacity above and beyond Owner's Capacity of 5,714 EDUs may result in an over-allocation of Developer Phase 1A Facility capacity. If such an over-allocation occurs, the City shall not subject the owners of the 5,714 EDUs of capacity to any moratorium resulting from City's over-allocation. Except as set forth herein, this Agreement does not diminish or constitute a waiver of any of the rights secured under the Development Agreement, or any rights vested under applicable law including, but not limited to:

(i) The right to utilize 5,714 EDUs of capacity for the Property and Asante North Phases 1 and 2, is based on the City's 2008 Integrated Water Master Plan. Pursuant to the City's 2008 Integrated Water Master Plan, Table A-4, wastewater generation factors are based upon land use and density. As the Property and Asante North Phases 1 and 2 develop, the wastewater generation factors will be applied pursuant to Table A-4 and equivalent EDUs for uses other than single family residential will be determined pursuant to such Table.

(ii) Intentionally Omitted

(iii) Asante North Phase 1 is described as Parcel No. 1 and Parcel No. 3 in that certain Special Warranty Deed, dated May 29, 2009, recorded on May 29, 2009, in the office of the County Recorder of Maricopa County, Arizona, at document 2009-0486173. Asante North Phase 2 is described as Parcel No. 1 and Parcel No. 2 in that certain Special Warranty Deed, dated May 29, 2009, recorded on May 29, 2009, in the office of the County Recorder of Maricopa County, Arizona, at document 2009-0486171. Asante North Phase 1 and Asante North Phase 2 are referred to collectively in this Agreement as “Asante North Phases 1 and 2”.

(iv) The first right to finance, design, construct, install, dedicate and convey to the City, Developer Phase 1B and otherwise expand and/or modify the Developer Phase 1A Facility, all with the concomitant effluent disposal capacity, on the Developer Phase Land for the exclusive use of the Property and Asante North Phases 1 and 2 and the Owners under the Development Agreement (collectively, the “Developer Phase Capacity Expansion”).

(v) The Owner under the Development Agreement has the first right to undertake the Developer Phase Capacity Expansion. Upon the City’s issuance of building permits for improvements in the Property and Asante North Phases 1 and 2 which will utilize the 5,142 EDU (90% of 5,714) of capacity within the Developer Phase 1A Facility or such earlier time when the City determines there exists a then-present necessity to expand or modify the Developer Phase 1A Facility to increase the capacity of the Developer Phase 1A Facility, the City shall give written notice to the Owner (the “Developer Phase Expansion Notice”). If the Owner desires to exercise the first right to undertake the Developer Phase Capacity Expansion, then the Owner shall give written notice to the City (the “Developer Phase Exercise Notice”) within one hundred twenty (120) days after receipt of the Developer Phase Expansion Notice from the City. The Owner shall then commence the design and construction of the Developer Phase Capacity Expansion on the Developer Phase Land for future capacity necessary to serve EDUs within the Property and Asante North Phases 1 and 2 beyond Owners’ Capacity of approximately 5,714 EDU. If the Owner shall finance, design, construct and install the Developer Phase Capacity Expansion, the Owner shall be entitled to the capacity as determined in accordance with the demand factor set forth in the City’s then-existing Integrated Water Master Plan.

(vi) Upon Turnover of the Developer Phase 1A Facility to the City, nothing in this Agreement shall limit or prohibit the City or its designee from updating and/or upgrading the equipment, technology, and/or operations at and within the Developer Phase 1A Facility (“Upgrade”). Said Upgrade may increase the treatment capacity of the Developer Phase 1A Facility beyond the current 1,200,000 gallons per day (“1.2 mgd”). The City will own and control any and all capacity above 1.2 mgd resulting from any Upgrade, and City may use, sell, or delegate the resulting capacity as determined within the sole discretion of the City. Unless funded in whole or in part by Owner or Owners, said Upgrade shall not result in any increase to Owners’ Capacity of approximately 5,714 EDUs. If said Upgrade is funded in whole or in part by one or more of the Owners, the parties shall work together to determine Owners’ proportionate share, if any, of any additional capacity created by the Upgrade. Any such Upgrade by the City or the City’s designee during the Warranty Period (as defined in Section 6) shall void the Warranty (as defined in Section 6).

5. Intentionally Omitted.

6. Owner's Developer Phase 1A Facility Express Warranty. Owner warrants that the Developer Phase 1A Facility will process wastewater inflows as intended in the manufacturer's plans and specifications approved by MCESD by the certificate of Approval to Construct, dated December 28, 2005, issued by MCESD (the "Warranty"). The Warranty period ("Warranty Period") begins on the Transfer of Operation Date and ends on the date which is thirty (30) days after the Transfer of Operation Date. The City shall use reasonable efforts to give written notice of any and all breach of Warranty claims to Owner no later than the date that is ten (10) days after discovery of the breach, but in any event, not later than thirty (30) days after the expiration of the Warranty Period. Otherwise, notwithstanding any notice and cure period set forth in this Agreement, the City will be conclusively deemed to have waived the breach of Warranty claim and the Warranty will be null and void. Any damage to the Developer Phase 1A Facility caused by the City, the MCESD certified operator retained or employed by the City or by their contractors and agents are excluded from the Warranty. For purposes of clarity and to avoid ambiguity, the Warranty is not a warranty of quality or workmanship nor a warranty against all apparent or latent defects in each and every component of each and every building, structure, improvement, fixture and piece of equipment within the Developer Phase 1A Facility; rather the intent of the Warranty is that the Developer Phase 1A Facility will function in all material respects necessary to process wastewater inflows as intended in the manufacturer's plans and specifications approved by MCESD.

7. No Owner Representations. Except for the Warranty, neither Owner, nor anyone acting for or on behalf of Owner, has made any representation, warranty, promise or statement, express or implied, to City, or to anyone acting for or on behalf of City, concerning the Developer Phase Property, including, without limitation, the use or development thereof. City represents that, in entering into this Agreement, City has not relied on any representation, warranty (other than the Warranty), promise or statement, express or implied, of Owner, or anyone acting for or on behalf of Owner.

8. Intentionally Omitted.

8.1. Intentionally Omitted.

8.2. Intentionally Omitted.

8.3. Intentionally Omitted.

8.4. Intentionally Omitted.

8.5. Intentionally Omitted.

8.6. Intentionally Omitted.

8.7. Intentionally Omitted.

8.8. Intentionally Omitted.

9. Escrow Instructions; Escrow Agent; Closing Costs; Prorations.

9.1. Escrow Instructions. Owner and the City shall establish an escrow (the “Escrow”) at Empire West Title Agency LLC, an Arizona limited liability company, d/b/a Thomas Title & Escrow, Attention: Sheila Hunter (“Escrow Agent”), 4800 N. Scottsdale Road, Suite 4300, Scottsdale, Arizona 85251 Office: (480) 222-1116. The opening of Escrow will be the date upon which Escrow Agent has in its possession counterparts of the Agreement executed by Owner and by the City and Escrow Agent has accepted this Agreement as its escrow instructions. Escrow Agent shall give notice to the Parties upon the opening of the Escrow. This Agreement will constitute the sole escrow instructions to Escrow Agent, and no standard form escrow instructions of Escrow Agent will be used for this Escrow. Any and all amendments to the escrow instructions shall be in writing, signed by the Parties and Escrow Agent.

9.2. Closing Costs. All costs and expenses of the dedication and conveyance of the Developer Phase Property to the City, including escrow fees and charges, unless otherwise expressly provided elsewhere in this Agreement, are the sole responsibility of Owner. Owner shall pay any recording fees. Owner and the City agree that all closing costs and any other sums required to be paid will be paid in full through Escrow on the Transfer of Operation Date. Each Party agrees to pay its own attorneys’ fees.

9.3. Prorations. All non-delinquent real estate taxes on the Developer Phase Property will be prorated as of the Transfer of Operation Date, based upon the most current information available, in accordance with Escrow Agent’s and the Maricopa County Assessor’s usual and customary practice. All delinquent real estate taxes will be paid in full by Owner on the Transfer of Operation Date together with all penalties and redemption charges. No further adjustment in any tax figures shall occur following the Transfer of Operation Date. Owner shall be entitled to receive any refunds or over-payments for taxes for tax years prior to the year in which the Transfer of Operation Date occurs. All improvement liens, special taxing districts, or other special municipal or county assessments that affect the Developer Phase Property and that exist as of the Transfer of Operation Date shall be prorated as of the Transfer of Operation Date based upon the most current information available, in accordance with Escrow Agent’s and the Maricopa County Assessor’s usual and customary practice. City and Owner agree that neither party is currently aware of any municipal speculative builder or other transaction privilege tax due or payable by Owner to or for the benefit of the City as a result of the dedication and conveyance of the Developer Phase 1A Facility and Developer Phase Land by Owner to the City in accordance with this Agreement. In the event that such tax is due and payable, payment of said tax shall be solely the responsibility of the Owner.

10. Risk of Loss. All risk of loss, damage, or casualty to the Developer Phase Property that may occur prior to Transfer of Operation Date will be borne by the Owner.

11. Remedies. Paragraphs 14.4, 14.5, and 14.6 of the Development Agreement are applicable to this Agreement.

12. Notice. Whenever this Agreement requires that notice be provided to any other Party or Escrow Agent, notice will be deemed to have been validly given and received (i) upon actual receipt if delivered in person to the individual intended to receive such notice, (ii) three (3)

business days after having been sent by registered or certified mail, postage prepaid, to the address indicated in this Agreement, (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient, or (iv) if transmitted by email, upon transmission to the email addresses set forth below, provided that (a) if such transmission is given after 5:00 pm, Arizona time, then the notice shall be deemed received on the next business day, and (b) if any notice given by email cannot be transmitted and received because of a problem affecting the receiving Party's computer or network despite good faith efforts of the Party attempting notice to inform the addressee of such problem, the deadline for giving such notice shall be extended through the next business day. Any notice to be given by any Party hereto or Escrow Agent may be given by legal counsel for such party. Any notice to be given to Escrow Agent shall also be given to the other Party and all notices to be given to either Owner or the City shall also be given to Escrow Agent and each party's legal counsel. Notice will be sent to the Parties as follows:

To City: City Manager
 City of Surprise
 16000 North Civic Center Plaza
 Surprise, AZ 85374-9002
 Facsimile No. (623) 222-1021

With a copy to: City Attorney
 Attention: Robert Wingo, City Attorney
 16000 North Civic Center Plaza
 Surprise, AZ 85374-9002
 Facsimile No. (623) 222-1101
 Email: Robert.Wingo@surpriseaz.gov

To Owner: LCD Asante LLC
 Attention: Jeff Gunderson
 1665 W. Alameda Drive, Suite 130
 Tempe, AZ 85282-3200
 Email: jeff.gunderson@lennar.com

With a copy to: Gammage & Burnham PLC
 Attention: Thomas J. McDonald
 40 N. Central Avenue, 20th Floor
 Phoenix, AZ 85004
 Email: tmcdonald@gblaw.com

To Escrow Agent: Thomas Title & Escrow
 Attention: Sheila Hunter
 4800 N. Scottsdale Road, Suite 4300
 Scottsdale, AZ 85251
 Email: shunter@thomastitle.com

13. Miscellaneous Provisions.

13.1. Successors and Assigns. This Agreement binds the Parties and their respective successors, assigns, and legal representatives.

13.2. Third Party Beneficiaries. This Agreement does not create any rights or benefits to parties other than the City, Owner and Asante Development Partners LLC; nor does this Agreement create any additional rights or benefits to any other parties under the Development Agreement.

13.3. Conflicts of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended.

13.4. Execution in Counterpart. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. An executed counterpart of this Agreement transmitted by facsimile or email transmission shall be valid and effective to bind the Party so signing.

13.5. Time is of the Essence. Time is of the essence in implementing the terms of this Agreement.

13.6. Survival. Except as otherwise provided in this Agreement, all covenants, agreements, and/or representations set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the dedication and conveyance of the Developer Phase Property to the City and the close of Escrow under this Agreement and will not merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

13.7. Integration. This Agreement comprises the complete and integrated agreement of the Parties on the subject matter hereof and supersedes all prior agreements, written or oral, on such subject matter. This Agreement was drafted with the joint participation of the Parties and shall be construed neither against nor in favor of any Party, but rather in accordance with the fair meaning of the express provisions hereof. In the event an ambiguity or question of intent or interpretation arises, the Parties' intent shall be determined strictly in accordance with the express provisions hereof, without resort to parole or other outside evidence of the Parties' intent.

13.8. Implementation. This Agreement implements Section 4.1 of the Parties' Development Agreement wherein Owner agreed to dedicate and turnover the Developer Phase 1A to the City.

13.9. Corporate Approval. Owner obtained written approval of the Corporate Investment Committee of Lennar Corporation, a Delaware corporation prior to the Effective Date, therefore, Owner's obligations under this Agreement are not contingent upon its receipt of such approval.

13.10. Indemnification. To the fullest extent permitted by law, Owner shall indemnify, defend (with counsel acceptable to City), and hold harmless City and City-Related Persons (as hereinafter defined) for, from, and against any and all liability, loss, damage, expense, and legal fees or costs actually incurred arising from or related to any claim or action brought by

any person or entity against the City or City-Related Persons as a result of (i) a breach of this Agreement by Owner, or (ii) the negligence or willful misconduct of Owner or Owner's affiliates, representatives, construction managers, contractors, subcontractors, employees and agents in connection with the performance of the duties imposed upon Owner by this Agreement. Owner, however, has no duty to indemnify, defend, and hold harmless City and City-Related Persons for, from, and against any liability, loss damage, expense, and legal fees or costs arising from any claim or action brought by any person or entity against the City or City-Related Persons as a result of (i) a breach of this Agreement by the City, or (ii) the negligence or willful misconduct of the City or City-Related Persons. The City's elected officials, appointed officials, employees, and agents are "City-Related Persons." Owner's obligations under this Section 13.10 shall terminate on the date which is ten (10) years after the Transfer of Operation Date.

14. Contingencies.

14.1. Conditions Precedent. This Agreement shall terminate automatically, without any further action required by the City or its City Council, at 5:00 p.m., Arizona time, on the business day immediately preceding the Transfer of Operation Date (the "Mutual Contingency Period") if the following condition precedent does not occur on or before the Mutual Contingency Period:

14.1.1 MCESD does not execute and deliver to Owner and the City an Approval to Transfer Ownership of the Developer Phase 1A Facility from Owner to the City.

14.2. Effect of Failure of Contingency. If this Agreement terminates in accordance with the provisions of this Section 14, neither Owner nor the City shall have any further obligations or liabilities under this Agreement. The conditions set forth on this Section 14 are for the mutual benefit of the Owner and the City and can be waived only by a written waiver signed by both the Owner and the City.

15. Exhibits. The Exhibits attached to this Agreement are as follows, which are incorporated by this reference:

Exhibit A:	Legal Description
Exhibit B:	Deed
Exhibit C:	Bill of Sale
Exhibit D:	4 th Amended Commitment for Title Insurance
Exhibit E:	ProForma Policy

[Signatures appear on the following page.]

CITY:

CITY OF SURPRISE,
An Arizona municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Attest:

City Manager

Date: _____

Approved as to Form:

City Attorney

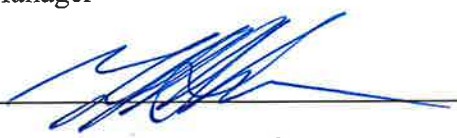
Date: _____

OWNER:

LCD ASANTE, LLC, a Delaware limited
liability company

By: Lennar Communities Development, LLC, a
Delaware limited liability company

Its: Manager

By:  _____

Name: **Jeff Gunderson**

Vice President

Title: _____

Date: **5/9/24**

ESCROW AGENT'S ACCEPTANCE

By its execution below, Escrow Agent accepts this Agreement as its sole escrow instructions and acknowledges receipt of at least one fully executed original or telecopy counterpart of the Agreement executed by Owner and City. Upon receipt of one or more counterparts of this Agreement executed by Owner and the City, Escrow Agent agrees to provide copies of the fully executed Agreement to Owner and City.

ESCROW AGENT:

EMPIRE WEST TITLE AGENCY, LLC, an
Arizona Limited Liability Company, dba
THOMAS TITLE & ESCROW

By: _____

Name: _____

Title: _____

Date: _____

Escrow No.: 5449TAZ

CONSENT:

Asante Development Partners, LLC, a Delaware limited liability company, consents to this Turnover Agreement Pursuant to Asante Development Agreement, including all exhibits and attachments, made by and between the City of Surprise, an Arizona municipal corporation, and LCD Asante LLC, a Delaware limited liability company.

ASANTE DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company

By: Lennar Communities Development, LLC, a Delaware limited liability company, its Manager

By: 

Name: **Jeff Gunderson**

Vice President

Title: _____

CONSENT:

DRP AZ 5, LLC, a Delaware limited liability company, consents to this Turnover Agreement Pursuant to Asante Development Agreement, including all exhibits and attachments, made by and between the City of Surprise, an Arizona municipal corporation, and LCD Asante LLC, a Delaware limited liability company.

DRP AZ 5, LLC,
a Delaware limited liability company

By: DW General Partner, LLC
Its: Manager

By: 
Name: Houdin Honarvar
Its: Authorized Signatory

EXHIBIT A

LEGAL DESCRIPTION FOR DEVELOPER PHASE LAND

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18, BEING AN IRON PIPE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING AN IRON PIPE, BEARS NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 2634.93 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, ALONG SAID NORTH SECTION LINE, A DISTANCE OF 173.98 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 56 DEGREES 26 MINUTES 15 SECONDS WEST, DEPARTING SAID NORTH SECTION LINE AND ALONG SOUTH LINE OF SAID PARCEL, A DISTANCE OF 805.45 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 33 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 212.00 FEET;

THENCE SOUTH 56 DEGREES 26 MINUTES 15 SECONDS WEST, A DISTANCE OF 135.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 33 DEGREES 33 MINUTES 46 SECONDS EAST, A DISTANCE OF 903.54 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 232.12 FEET;

THENCE SOUTH 41 DEGREES 43 MINUTES 12 SECONDS WEST, A DISTANCE OF 191.42 FEET;

THENCE SOUTH 39 DEGREES 43 MINUTES 44 SECONDS EAST, A DISTANCE OF 114.09 FEET;

THENCE NORTH 50 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 270.47 FEET;

THENCE SOUTH 39 DEGREES 18 MINUTES 26 SECONDS EAST, A DISTANCE OF 281.46 FEET;

THENCE SOUTH 50 DEGREES 41 MINUTES 34 SECONDS WEST, A DISTANCE OF 514.69 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 27 SECONDS EAST, A DISTANCE OF 29.33 FEET;

THENCE NORTH 39 DEGREES 18 MINUTES 26 SECONDS WEST, A DISTANCE OF 148.76 FEET;

THENCE NORTH 89 DEGREES 12 MINUTES 33 SECONDS WEST, A DISTANCE OF 524.77 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 41 DEGREES 43 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 791.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 48 DEGREES 16 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,115.51 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 286.58 FEET;

THENCE NORTH 56 DEGREES 26 MINUTES 15 SECONDS EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 135.48 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS AS RESERVED IN THE PATENT RECORDED AS BOOK 193 OF DEEDS, PAGE 279, OF OFFICIAL RECORDS.

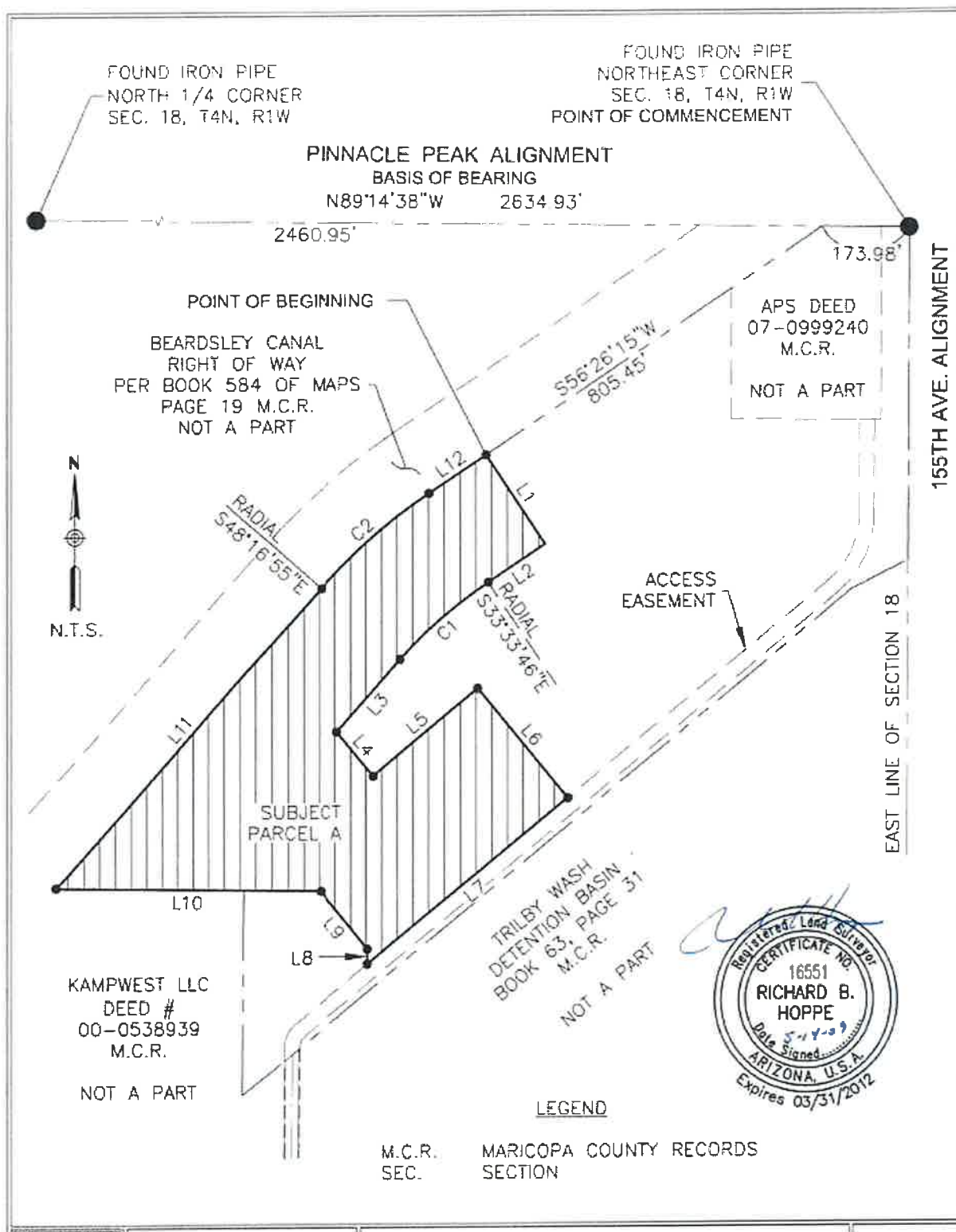


EXHIBIT B

DEED

WHEN RECORDED RETURN TO:

City of Surprise
16000 North Civic Center Plaza
Surprise, AZ 85374-7470
Attn: Robert W. Wingo, Esq.

SPECIAL WARRANTY DEED WITH PROPERTY RESTRICTIONS AND RESERVATION OF EASEMENT

Exempt from affidavit of value pursuant to A.R.S. § 11-1134(A)(3).

For the consideration of Ten Dollars and other valuable considerations, the undersigned LCD ASANTE LLC, a Delaware limited liability company ("Grantor"), does hereby convey to CITY OF SURPRISE, an Arizona municipal corporation ("Grantee"), that certain real property situated in Maricopa County, Arizona legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property"), together with all rights and privileges appurtenant thereto:

Subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record; all matters which a physical inspection or accurate survey of the Property would disclose. Except as expressly set forth herein, no representations or warranties have been made by Grantor or anyone else on its behalf to Grantee as to the title or condition of the Property or the improvements thereon erected, if any, or as to any other matters whatsoever; and

Subject to the Property Restrictions and Reservation hereinafter set forth.

And the Grantor hereby binds itself and its successors to warrant and defend the title to the Property as against all acts of the Grantor herein and no other, subject to the matters above set forth.

Property Restrictions:

The Property shall be used exclusively for waste water treatment facilities and related purposes and any facilities built on the Property shall incorporate all applicable, noise, odor and aesthetic controls required at the time of construction thereof pursuant to Arizona Revised Statutes, including without limitation, BADCT for Sewage Treatment Facilities and Ariz. Admin Code R18-9-B201(I)(1).

The water reclamation facility situated on the Property as of the date of this deed is the Developer Phase 1A SPA 2 PERC water reclamation facility ("Developer Phase 1A Facility")

contemplated in that certain Asante Development Agreement, dated November 3, 2005, which was recorded in the office of the County Recorder of Maricopa County, Arizona, on November 18, 2005, at document 2005-1750101, as amended from time to time (the "Asante Development Agreement"). Capacity for One Million Two Hundred Thousand (1,200,000) gallons per day average daily flow in the Developer Phase 1A Facility, as the Developer Phase 1A Facility may be hereafter modified or replaced from time to time, is reserved for and shall be continuously available for, on an uninterrupted and exclusive basis, wastewater inflows from the land area (the "Benefitted Land"): (i) more particularly described in Exhibit A of the Asante Development Agreement; (ii) more particularly described as Parcel No. 1 and Parcel No. 3 in that certain Special Warranty Deed, dated May 29, 2009, recorded on May 29, 2009, in the office of the County Recorder of Maricopa County, Arizona, at document 2009-0486173; and (iii) more particularly described as Parcel No. 1 and Parcel No. 2 in that certain Special Warranty Deed, dated May 29, 2009, recorded on May 29, 2009, in the office of the County Recorder of Maricopa County, Arizona, at document 2009-0486171.

These Property Restrictions shall be enforceable by one or more of: (i) Grantor; (ii) the Benefitted Parties (as defined below); (iii) the AMC Members as defined in that certain Declaration of Covenants, Conditions and Restrictions for Asante, dated June 30, 2008, which was recorded in the office of the County Recorder of Maricopa County, Arizona, on July 1, 2008, at document no. 2008-0580987; and (iv) the Asante Maintenance Corporation, an Arizona non-profit corporation.

Reservation:

Grantor reserves for the use and benefit of Grantor, for the use and benefit of each and every other Owner (as defined in the Asante Development Agreement) under the Asante Development Agreement that has a right to construct Developer Phase 1B (as defined in the Asante Development Agreement) and the Developer Phase Capacity Expansion (as defined in Section 4.3 of that certain Turnover Agreement Pursuant to Asante Development Agreement for All of the Developer Phase Land and for the Developer Phase 1A SPA 2 PERC Water Reclamation Facility, City of Surprise, Arizona, by and between Grantor and Grantee, pursuant to which this special warranty deed is being recorded), and for their successors and assigns (collectively, the "Benefitted Parties"), a nonexclusive easement and right of ingress and egress over, upon, beneath, and across the Property for the purpose of enabling the Benefitted Parties to exercise the rights to: (i) finance, design, construct, and install Developer Phase 1B and the Developer Phase Capacity Expansion on the Property; and (ii) to dedicate and convey Developer Phase 1B and Developer Phase Capacity Expansion to the Grantee for the exclusive use of the Benefitted Land. The nonexclusive easement and rights of ingress and egress reserved in this special warranty deed shall expire on December 31, 2035, unless Developer Phase 1B is completed on the Developer Phase Land on or before such date.

The Property Restrictions and Reservation in this special warranty deed are covenants running with the land pursuant to applicable law and shall be binding upon Grantee and inure to the benefit of Grantor and the other Benefitted Parties and their successors and assigns.

[Signatures appear on the following page.]

Dated this ____ day of _____, 2024.

LCD ASANTE, LLC, a Delaware limited liability company

By: Lennar Communities Development, LLC, a Delaware limited liability company
Its: Manager

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Special Warranty Deed was acknowledged before me on this ____ day of _____, 2024, by _____, the _____ of Lennar Communities Development, LLC, a Delaware limited liability company, the Manager of LCD ASANTE, LLC, a Delaware limited liability company, for and on behalf of the company.

Notary Public

My Commission expires:

EXHIBIT C

BILL OF SALE

This Bill of Sale (this “Bill of Sale”) is made by the undersigned, LCD ASANTE LLC, a Delaware limited liability company (“Owner”), in favor of and to CITY OF SURPRISE, an Arizona municipal corporation (“City”).

WHEREAS, Owner and City entered into that certain Turnover Agreement Pursuant to Asante Development Agreement for all of the Developer Phase Land and for the Developer Phase 1A SPA 2 PERC Water Reclamation Facility, City of Surprise, Arizona, dated as of _____, 2024 (the “Agreement”), pursuant to which Owner agreed to convey, dedicate, assign, and transfer to City all components of the “Developer Phase 1A Facility” (as defined in the Agreement) at no charge to the City and free and clear of all monetary liens and encumbrances that could affect marketability of the title.

NOW, THEREFORE, pursuant to the Agreement, and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner by these presents does convey, dedicate, assign, and transfer to City, its successors and assigns, forever, as an entirety, all of Owner’s right, title, and interest in and to all components of the Developer Phase 1A Facility free and clear of all monetary liens and encumbrances, but otherwise as-is, without other representation or warranty, subject to the terms of the Agreement.

Except as expressly set forth herein or in the Agreement, Owner makes no representations or warranties whatsoever regarding the Developer Phase 1A Facility.

In the event of any conflict or inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern and control.

Dated this _____ day of _____, 2024.

OWNER:

LCD ASANTE, LLC, a Delaware limited liability company

By: Lennar Communities Development, LLC, a Delaware limited liability company

Its: Manager

By: _____

Name: _____

Title: _____

EXHIBIT D

4TH AMENDED COMMITMENT FOR TITLE INSURANCE

[See document following this descriptive page.]

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	File No. 5449TAZ

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

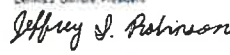
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned
Thomas Title and Escrow Agency

By: _____
Authorized Signature

First American Title Insurance Company


Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Page 1

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018

Page 2

- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



*Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018*

Page 3

Transaction Identification Data for reference only:
Issuing Agent: Thomas Title and Escrow Agency
Issuing Office: Thomas Title and Escrow Agency (Scottsdale)
Issuing Office's ALTA Registry ID: 1035282
Loan ID Number:
Commitment Number: Fourth
Issuing Office File Number: 5449TAZ
Escrow Officer: Sheila Hunter
Title Officer: Teri Guevara

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

SCHEDULE A

1. Commitment Date: **November 08, 2023, 05:00 pm**
2. Policy to be issued:
 - (a) **2006 ALTA® Extended Coverage Owner's Policy**

Proposed Insured:	City of Surprise
Proposed Policy Amount:	\$2,500,000.00
- 3A. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

LCD Asante, LLC, a Delaware limited liability company
- 3B. Title to the estate herein described upon issuance of the Policy shall be vested in:

City of Surprise
4. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A

Page 4

EXHIBIT "A"

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18, BEING AN IRON PIPE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING AN IRON PIPE, BEARS NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 2634.93 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, ALONG SAID NORTH SECTION LINE, A DISTANCE OF 173.98 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 56 DEGREES 26 MINUTES 15 SECONDS WEST, DEPARTING SAID NORTH SECTION LINE AND ALONG SOUTH LINE OF SAID PARCEL, A DISTANCE OF 805.45 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 33 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 212.00 FEET;

THENCE SOUTH 56 DEGREES 26 MINUTES 15 SECONDS WEST, A DISTANCE OF 135.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 33 DEGREES 33 MINUTES 46 SECONDS EAST, A DISTANCE OF 903.54 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 232.12 FEET;

THENCE SOUTH 41 DEGREES 43 MINUTES 12 SECONDS WEST, A DISTANCE OF 191.42 FEET;

THENCE SOUTH 39 DEGREES 43 MINUTES 44 SECONDS EAST, A DISTANCE OF 114.09 FEET;

THENCE NORTH 50 DEGREES 16 MINUTES 16 SECONDS EAST, A DISTANCE OF 270.47 FEET;

THENCE SOUTH 39 DEGREES 18 MINUTES 26 SECONDS EAST, A DISTANCE OF 281.46 FEET;

THENCE SOUTH 50 DEGREES 41 MINUTES 34 SECONDS WEST, A DISTANCE OF 514.69 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 27 SECONDS EAST, A DISTANCE OF 29.33 FEET;

THENCE NORTH 39 DEGREES 18 MINUTES 26 SECONDS WEST, A DISTANCE OF 148.76 FEET;

THENCE NORTH 89 DEGREES 12 MINUTES 33 SECONDS WEST, A DISTANCE OF 524.77 FEET TO THE SOUTH LINE OF THE BEARDSLEY CANAL PER BOOK 584 OF MAPS, PAGE 19, RECORDS OF MARICOPA COUNTY, ARIZONA;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

**Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and
ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.**



**Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A**

Page 5

File No: 5449TAZ
Amendment No: Fourth

THENCE NORTH 41 DEGREES 43 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 791.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS OF WHICH BEARS SOUTH 48 DEGREES 16 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,115.51 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14 DEGREES 43 MINUTES 10 SECONDS, A DISTANCE OF 286.58 FEET;

THENCE NORTH 56 DEGREES 26 MINUTES 15 SECONDS EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 135.48 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS AS RESERVED IN THE PATENT RECORDED AS BOOK 193 OF DEEDS, PAGE 279, OF OFFICIAL RECORDS.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A

Page 6

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. First half of 2023 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$18,288.24 for the year 2023 under Assessor's Parcel No. 503-57-024E.

6. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
7. Furnish Plat of Survey of the subject property by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2021. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17 and 18 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: If a Zoning Endorsement is requested, Items 7(a), 7(b) and 7(c) of Table A will also be required. If "parking" is to be added to the endorsement, the number and type of parking spaces must be shown on the survey. Property use information must also be provided to Thomas Title & Escrow.

8. Completion of inspection now in progress by an employee of Thomas Title & Escrow. If said inspection discloses the necessity for additional exceptions and/or requirements, you will be notified.
9. Furnish full and complete copy of any unrecorded lease, agreement, contract and/or license with all supplements, assignments and amendments and fully executed owner's affidavit prior to close of transaction. The owner's affidavit shall also state that none of the leases referred to in the affidavit contain a first right of refusal or option to purchase. Thomas Title & Escrow reserves the right to except additional items and/or make requirements after review of the foregoing documents.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



***Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part I***

Page 7

10. Furnish a copy of the Articles of Organization or other pertinent formation documents duly processed by the regulatory body of Delaware; a fully executed copy of the Operating Agreement, and any amendments thereto; and a list of the current members of LCD Asante, LLC, a limited liability company.

NOTE: Final determination as to which parties must execute all documents on behalf of the company shall be made upon compliance with above.

11. Record Warranty Deed from LCD Asante, LLC, a Delaware limited liability company, to Buyer(s).

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made.

NOTE: The Company reserves the right to make further requirements and/or exception based upon its review of the documentation submitted to satisfy the above requirements.

End of Schedule B - Section One

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part I

Page 8

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Exceptions above will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II

Page 9

8. **INTENTIONALLY OMITTED** - Taxes for the full year of 2020. (The first half is due October 1, 2020 and is delinquent November 1, 2020. The second half is due March 1, 2021 and is delinquent May 1, 2021).
9. Reservations or exceptions in Patent recorded as Book 193 of Deeds, page 279, or in Acts authorizing the issuance thereof.
10. The right to enter upon the land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.
11. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
12. An easement for flood control dike and right of flowage caused by the flood control dike and incidental purposes recorded as Docket 1885, Page 337.
13. An easement for electric lines and poles and incidental purposes recorded as Docket 2740, Page 331.
14. All matters as set forth in Results of Surveys for Maricopa County Municipal Water Conservation District No. 1, recorded as Book 331 of Maps, Page 17.
15. All matters as set forth in Beardsley Canal Right of Way survey, recorded as Book 584 of Maps, Page 19.
16. The terms, conditions and provisions contained in the document entitled Recorded Disclosure for Territory in the Vicinity of a Military Airport recorded August 14, 2001 as 2001-0743413, of Official Records.
17. All matters as set forth in Affidavits of Disclosure, recorded December 30, 2004 as 2004-1541443, of Official Records and January 14, 2005 as 2005-0060180, of Official Records.
18. The terms, conditions, liabilities and obligations contained in the document entitled Asante Development Agreement recorded as 2005-1750101, of Official Records, Amendment recorded as 2006-1328209, of Official Records, Assignment and Assumption recorded as 2007-1067239, of Official Records and Second Amendment recorded as 2020-1072628, of Official Records and re-recorded as 2020-1235888, of Official Records.
19. The terms, conditions and provisions contained in the document entitled Ingress/Egress Easement recorded as 2007-0999239, of Official Records.
20. The terms, conditions and provisions contained in the document entitled Ingress/Egress Easement recorded as 2008-0809208, of Official Records.
21. All matters as set forth in Final Order of Condemnation, recorded November 17, 2008 as 2008-0983829, of Official Records.
22. The terms, conditions and provisions contained in the document entitled Utility Easement recorded as 2009-0472322, of Official Records.
23. The terms, conditions, liabilities and obligations contained in the document entitled Memorandum of Joint Development, Cost Sharing and Escrow Agreement and Notice of Easement recorded as 2009-0486170, of Official Records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II

Page 10

24. The terms, conditions and provisions contained in the document entitled Ingress and Egress Easement recorded as 2009-0486175, of Official Records.
25. All matters as set forth in Final Judgment and Order in Condemnation, recorded October 14, 2009 as 2009-0952423, of Official Records.
26. The terms, conditions and provisions contained in the document entitled Ingress/Egress Easement recorded as 2011-0269222, of Official Records.
27. The terms, conditions, liabilities and obligations contained in the document entitled SPA2 Water Reclamation Facility Capacity Allocation Agreement recorded as 2015-0354865, of Official Records.
28. The terms, conditions, liabilities and obligations contained in the document entitled Memorandum of Joint Development, Cost Sharing, Reimbursement and Escrow Agreement recorded as 2019-0502986, of Official Records and re-recorded August 18, 2020 as 2020-0757396, of Official Records.
29. **INTENTIONALLY OMITTED** - Any action that may be taken by the Flood Control District of Maricopa County to acquire property or rights-of-way for flood control recorded December 13, 2019 as 2019-1011930, of Official Records.
30. **INTENTIONALLY OMITTED** - The lack of a right of access to and from the land.
31. Any facts, rights, interests or claims that would be disclosed by a correct ALTA/NSPS survey.
32. Any rights, interest or claims of parties in possession of the land not shown by the public records.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement.
33. **INTENTIONALLY OMITTED** - Second installment of 2020 taxes, a lien, payable on or before March 1, 2021 and delinquent May 1, 2021.
34. The terms, conditions and provisions contained in the document entitled Easement Agreement recorded April 25, 2022 as 2022-0362091, of Official Records.
35. **INTENTIONALLY OMITTED** - Second installment of 2022 taxes, a lien, payable on or before March 1, 2023 and delinquent May 1, 2023.
36. Second installment of 2023 taxes, a lien, payable on or before March 1, 2024 and delinquent May 1, 2024.

End of Schedule B - Section Two



First American Title™

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.





File No: **5449TAZ**
Amendment No: **Fourth**
4800 N. Scottsdale Rd., Suite 4300
Scottsdale, AZ 85251
Phone: 480-222-1116
Fax: 480-222-1117

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information-particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know the information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



Page 14

EXHIBIT E

ProForma

(Attached)

ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
BLANK TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, [Blank Title Insurance Company], a [Blank] corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

[Witness clause]

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

By: _____
[Authorized Signatory]

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



[Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent:

Issuing Office:

Issuing Office's ALTA® Registry ID:

Issuing Office File Number:

Property Address:]

SCHEDULE A

Name and Address of Title Insurance Company:

Policy Number:

Amount of Insurance: \$ [Premium: \$]

Date of Policy: [at a.m./p.m.]

1. The Insured is:
2. The estate or interest in the Land insured by this policy is:
3. The Title is vested in:
4. The Land is described as follows:
- [5. This policy incorporates by reference the endorsements designated below, adopted by the [American Land Title Association][] as of the Date of Policy:]

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

Policy Number:

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

(Insert Schedule B exceptions here)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



CONDITIONS**1. DEFINITION OF TERMS**

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*
To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.
- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*
 - i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title, all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

- a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: _____ (fill in) _____.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

[19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- d. [The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees][Fees] will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.]

NOTE: Bracketed [] material optional

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

